



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, February 13, 2018

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [18-0102](#) *Consideration of Long Term Special Event Permit for the Pilgrimage Music and Cultural Festival at the Park at Harlinsdale Farm.
Sponsors: Lisa Clayton
Attachments: [Pilgrimage 2018 App Redacted](#)
2. [18-0101](#) Discussion Regarding Downtown Parking Enforcement Report
Sponsors: Eric Stuckey and Kristine Brock
Attachments: [City of Franklin Parking Enforcement_FINAL_Jan 29 2018](#)
[PARKING EXHIBIT 24x36](#)
3. [18-0091](#) Consideration of Event Permit for Freedom Middle 5K sponsored by Freedom Middle School on March 10, 2018. Farm. (02/13/18 WS)
Sponsors: Deb Faulkner
Attachments: [FM5K REVISED App 2018](#)
4. [18-0092](#) Consideration of Event Permit for WillPower 5K on April 14, 2018 in Downtown Franklin. (02/13/18 WS)
Sponsors: Deb Faulkner
Attachments: [WillPower 5K 2018 REVISED App](#)
5. [17-1039](#) Consideration of a new Liquor License for Magnum Wines, LLC, D/B/A Corner Wine and Spirits (Ranjanben Patel, Managing Agent, and Hemang Patel), 1110 Hillsboro Road, Suite 120, Franklin, TN 37064. (02/13/18 WS)
Sponsors: Lanaii Benne
Attachments: [2018 CERT Corner Wine and Spirits Patel - Magnum Wines.pdf](#)

6. [18-0103](#) Consideration of Ordinance 2018-35, An Ordinance to Amend TITLE 10 of the City of Franklin Municipal Code to Add a New Chapter 3, to Restrict the Sale of Dogs and Cats at Pet Stores. (Referred for further discussion from 02/13/18 WS; deferred from 05/08/18 WS, 10/23/18 Work Session, 11/27/18 BOMA 1st Reading 5-3) SECOND AND FINAL READING

Sponsors: Ald. Beverly Burger

Attachments: [2018-35 AMENDED Ordinance Restricting the Retail Sale of Dogs and Cats.La](#)
[18-0103 PIJAC Testimony Franklin TN.pdf](#)
[2018-35 Ordinance Restricting the Retail Sale of Dogs and Cats Law Approver](#)
[2018-35 Ordinance Restricting the Retail Sale of Dogs and Cats.Law Approved](#)
[Humane Society Model Ordinance Restricting Retail Sale of Dogs and Cats - 20](#)
[Exhibit A Hallandale Beach Florida Ordinance.pdf](#)
[Exhibit B House Bill 1662.pdf](#)
[American Kennel Club letter.pdf](#)
[Title 8 BL2018-1159 ORD.pdf](#)
[18-0103 HSUS Petland Report 2018 FINAL.pdf](#)
[18-0103 PDF from Ald Bev Burger.pdf](#)

7. [18-0070](#) *Consideration of the Rejection of Bids for the Water Reclamation Facility (COF Contract No. 2017-0264) Deferred from 01/23/18 BOMA.

Sponsors: Michelle Hatcher

Attachments: [20180206 LET CDM Smith Recommendation RE Bid Evaluation_V1](#)

Legislative History

1/23/18	Work Session	acknowledged
1/23/18	Board of Mayor & Aldermen	referred as an Old Business Item to the Board of Mayor & Aldermen

8. [18-0118](#) *Consideration of Professional Services Agreement with Jackson Thornton Utilities (COF Contract No. 2018-0018) for Revenue Requirements Analysis and Cost of Service/Rate Study for the Water/Wastewater/Reclaimed Water System in an Amount Not-to-Exceed \$17,000 for Water, \$20,000 for Wastewater and \$10,000 for Reclaimed Water (Deferred from 02/13/18 WS)

Sponsors: Michelle Hatcher

Attachments: [2018-0018 PSA Jackson Utilities rate study with attachment 02-13-18.pdf](#)

9. [18-0022](#) *Consideration Of Procurement Award To Landscape Services, Inc. Of Nashville, Tennessee In The Estimated Total Amount Of \$247,140 Per Year For A Term Of Award For Mowing And Related Contract Services For Certain City Parks And Certain Other City-Owned Properties For A Term Of Award For The Parks Department (Purchasing Office Procurement Solicitation No. 2018-007; Contract No. 2017-0371) (Deferred from 01/09/18 WS and 01/23/18 BOMA)
- Sponsors:** Lisa Clayton
- Attachments:** [2018-007 Tabulation of bids 2017.12.22.1142](#)
- Legislative History**
- | | | |
|---------|---------------------------|---|
| 1/9/18 | Work Session | referred to the Work Session |
| 1/23/18 | Work Session | acknowledged |
| 1/23/18 | Board of Mayor & Aldermen | referred as an Old Business Item to the Board of Mayor & Aldermen |
10. [18-0039](#) Consideration Of Ordinance 2017-55, To Be Entitled: "An Ordinance To Rezone 0.9 Acres From Specific Development-Residential 10.0 (SD-R 10) District to Specific Development-Residential 11.5 (SD-R 11.5) District For The Property Located South Of West Main Street And East Of 9th Avenue South, 725 West Main Street (Arlington PUD Subdivision)." (01-25-18 FMPC 9-0, 02/13/18 First BOMA Reading 02/13/18 8-0, 03/13/18 2nd BOMA Reading 8-0) THIRD AND FINAL READING
- Sponsors:** Ald. Ann Petersen, Emily Hunter and Amy Diaz-Barriga
- Attachments:** [MAP Arlington PUD Sub. Rez](#)
[ORD 2017-55- Arlington PUD Sub rezoning with Map.Law Approved](#)
[COF 6599 SDR Rezone Resubmittal](#)
- Legislative History**
- | | | |
|---------|--|--|
| 1/25/18 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
|---------|--|--|
11. [18-0040](#) PUBLIC HEARING: Consideration of Resolution 2017-91, To Be Entitled: "A Resolution Approving A Revised Development Plan For The Arlington PUD Subdivision, For The Property Located South Of West Main Street and East Of 9th Avenue South, 725 West Main Street." (01-25-18 FMPC 9-0, 02/13/18 WS)
- Sponsors:** Ald. Ann Petersen, Emily Hunter, Amy Diaz-Barriga and Joseph Bryan
- Attachments:** [MAP Arlington PUD Sub, DP, Rev 1](#)
[Res 2017-91--Resolution Arlington PUD Sub DP Rev 1 with Map.Law Approve](#)
[Arlington PUD Subd DP Rev 1 Conditions of Approval_01 EDIT](#)
[COF 6600 PUD Revision 1 plan](#)
[COF 6600 PUD Revision 1 elevations](#)
- Legislative History**

1/25/18 Franklin Municipal Planning Commission recommended favorably to the Board of Alderman and to the Work Session

12. [18-0056](#) Consideration of Ordinance 2018-02, To Be Entitled: "An Ordinance To Rezone 19.11 Acres From Specific Development Variety (SD-X 2.5/40,536) District To Specific Development Variety (SD-X 0/96,536) District For The Property Located South Of Moores Lane And East Of Franklin Road, (Near 574 And 580 Franklin Road) (Branch Creek Crossing PUD Subdivision, Revision 3)." (01-25-18 FMPC 9-0; 02/13/18 1st BOMA 8-0, 03/13/18 2nd BOMA Reading 8-0) THIRD AND FINAL READING

Sponsors: Ald. Ann Petersen, Emily Hunter, Amy Diaz-Barriga and Josh King

Attachments: [MAP_Branchcreekcrossing.pdf](#)
[2018-02 ORD Branch Creek rezoning with Map.Law Approved](#)
[Branch Creek Rezoning Revision 3 - Resubmittal 1.4.2018.pdf](#)

Legislative History

1/25/18 Franklin Municipal Planning Commission recommended favorably to the Board of Alderman and to the Work Session

13. [18-0055](#) PUBLIC HEARING: Consideration Of Resolution 2018-04, To Be Entitled: "A Resolution Approving A Revised Development Plan For Branch Creek Crossing PUD Subdivision, For The Property Located South Of Moores Lane And East Of Franklin Road, Near 574 And 580 Franklin Road." (01-25-18 FMPC 9-0, 02/13/18 WS)

Sponsors: Ald. Ann Petersen, Emily Hunter, Amy Diaz-Barriga and Josh King

Attachments: [MAP_Branchcreekcrossing.pdf](#)
[RES 2018-04 BranchCreekCrossing with Map.Law Approved](#)
[BranchCreekCrossingDevPlan_Conditions of Approval_02](#)
[Layout Branch Creek PUD Revision 3 - Resubmittal 1.4.2018.pdf](#)
[ARCH Branch Creek PUD Revision 3 - Resubmittal 1.4.2018-2.pdf](#)
[Branch Creek PUD Revision 3 - Resubmittal 1.4.2018.pdf](#)

Legislative History

1/25/18 Franklin Municipal Planning Commission recommended favorably to the Board of Alderman and to the Work Session

14. [18-0051](#) PUBLIC HEARING: Consideration Of Resolution 2018-03, To Be Entitled: "A Resolution Approving A Development Plan For Wards Mill PUD Subdivision, With 1 Modifications Of Development Standards (Cul-De-Sac Length), For The Property Located North Of Boyd Mill Avenue And West Of Downs Boulevard, 3206 Boyd Mill Avenue." (01-25-18 FMPC 9-0, 02/13/18 WS; 3/13/18 BOMA Public Hearing and Reading Deferred to 4/10/18 BOMA)

Sponsors: Ald. Ann Petersen, Emily Hunter and Brad Baumgartner

Attachments: [Res 2018-03 Wards MillPUD Subd. Dev Plan Map](#)
[2018-03 RES Wards Mill PUD Subd. with Map.Law Approved](#)
[Wards Mill DP Conditions of Approval 01](#)
[Wards Mill PUD Dev Plan Resubmttal 1.4.2018 Dev Plan Layout](#)
[Wards Mill PUD Dev Plan Resubmttal 1.4.2018 Architecture Page](#)

Legislative History

1/25/18	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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15. [18-0041](#) Consideration Of Ordinance 2018-01, To Be Entitled: "An Ordinance To Rezone 1.11 Acres From Neighborhood Commercial (NC) District to Office Residential (OR) District For The Properties Located South Of West Main Street And West Of 11th Avenue South, 1101 & 1107 West Main Street." (01-25-18 FMPC 9-0; 02/13/18 1st BOMA 8-0; 03/13/18 2nd BOMA Reading 8-0) THIRD AND FINAL READING

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

Attachments: [MAP W Main Rez](#)
[ORD 2018-01 1101 and 1107 W Man Rezoning. with Map.Law Approved](#)
[W Main 1101 - Survey](#)
[W Main 1107 Survey](#)

Legislative History

1/25/18	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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16. [18-0062](#) Discussion Concerning A DRAFT Road Impact Fee Offset Agreement (COF Contract No. 2017-0120) With Westhaven Partners, LLC For Intersection Improvements At SR-96W And Westhaven Boulevard/Old Charlotte Pike (Continued from 01/23/18 Work Session)

Sponsors: Paul Holzen and Jonathan Marston

Attachments: [Westhaven BOMA Options.pdf](#)

Legislative History

1/23/18	Work Session	referred to the Work Session
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17. [16-0835](#) Consideration of Ordinance 2016-42, "An Ordinance To Amend Title 17 - Refuse And Trash Disposal Of The Franklin Municipal Code For The Purpose Of Providing for Various Clarifications And Other General Housekeeping, and Appendix A - Comprehensive Fees and Penalties to be Consistent With the Amendments to Title 17" (Referred from 10/20/16 Budget & Finance, and 6/27/17, 02/13/18, 02/27/18, and 3/27/18 Work Sessions; 04/10/18 1st Reading 7-0). SECOND AND FINAL READING

Sponsors:

Mark Hilty and Jack Tucker

Attachments:

[16-0835 FINAL 2016-42 ORD Title 17 and Appendix A_BOMA 041018_Law Ap
20180323_PPT_SES TITLE 17_V1
20180402_TITLE 17 and APP A_V2](#)

Legislative History

10/20/16	Budget & Finance Committee	referred to the Work Session
6/27/17	Work Session	referred to the Work Session
7/11/17	Work Session	referred to the Board of Mayor & Aldermen

18. [18-0123](#) Consideration of Ordinance 2017-44 Amending Title 16, Chapter 2, Street Excavations and Cuts, of the Franklin Municipal Code (02/13/18 WS, 02/27/18 1st BOMA Reading 7-0) SECOND AND FINAL READING

Sponsors:

Mark Hilty and Joe York

Attachments:

[Ordinance 2017-44 - ROW Occupancy Permit1.Law Approved_Clean
Ordinance 2017-44 - ROW Occupancy Permit1.Law Approved_Redline](#)

19. [18-0124](#) Consideration of Ordinance 2017-45 An Ordinance to Amend the City of Franklin Municipal Code, Appendix A - Comprehensive Fees and Penalties, Chapter 16 - Streets and Sidewalks, Etc. for the Purpose of Adding Right-of-Way Occupancy Permit Fees (02/13/18 WS, 1st BOMA Reading 02/27/18 7-0) SECOND AND FINAL READING

Sponsors:

Mark Hilty and Joe York

Attachments:

[Ordinance 2017-45 ROW Occupancy Permit Fees1.Law Approved 2](#)

Other Business**Adjournment**

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



CITY OF FRANKLIN EVENT PERMIT APPLICATION

*Application is Due 90 Days Prior to Scheduled Event.
Please read application carefully and fully complete each section.
A non-refundable application fee of \$100 is due at time of filing.*

Note: Filing this application does not guarantee that your request will be granted.

Please check
all that apply:

☒ street closure

☐ parade

☒ other special event

☒ beer served (*separate permit required*)

Please supply the following information. For additional space, use separate sheets of paper and attach to the application.

1) Location requested (if Temporary Street Closure only, list major roads to be closed):

____ Aspen Grove Park

____ Liberty Park

____ Eastern Flank Battlefield Park

____ Fieldstone Farms

____ Pinkerton Park

____ Jim Warren Park

☒ Harlinsdale Farm

Other: Bicentennial (parking)

2) Name/purpose of event: Pilgrimage Music and Cultural Festival

3) Date or dates of event: September 21, 22, 23 of 2018

4) Time of Event: 10:00 am - 8:30 pm each day

5) Time of Street Closure (if applicable): 6:00 am - 9:30 pm each day (except Friday)

Set-Up Date/Time: _____ **Tear-down Date/Time:** _____

*Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read Additional Requirements section for more information.

6) Name of Applicant and Organization Requesting Permit:

Pilgrimage Presents, LLC

a) Address: 230 Franklin Road

b) Phone: 615-721-8111 **c) Cell:** 214-952-9663 **d) Fax:** _____

e) E-mail address: Brandt@PilgrimageFestival.com

7) Person in charge on day of event: Brandt Wood

Cell: 214 952 9663 **E-mail address:** Brandt@PilgrimageFestival.com



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TENNESSEE

- 8) Name and Cell Number of at least two others available on day of event:



- 9) DETAILED description of event (use additional sheets):

Pilgrimage is a 3-day music and cultural festival featuring local and national artists, plus an array of food, beverage and artisan vendors.

- 10) **ENCLOSE A DETAILED MAP** of event site, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. **For large-scale events, map should be obtained from the City's GIS division.**

- 11) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:

Pilgrimage staff, vendors = 1,000 Paid attendees = 27,500

- 12) Please **attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.

- 13) Is your organization based in Williamson County? Circle ☒ Yes or No

(if no, please state where: _____)

- 14) Is your organization authorized to do business in Tennessee? Circle ☒ Yes or No

- 15) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle ☒ Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status. *we have the Pilgrimage Foundation as our non-profit arm*

- 16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. *\$150 - \$1,500 depending on pass type*

- 17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle Yes or ☒ No

- 18) Is this event a fundraiser? Circle ☒ Yes or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? *Yes, The Pilgrimage Foundation will collect & distribute funds for; Friends of Franklin Forks and Music Cares*

- 19) Will parking in the area of the event need to be restricted or prohibited? Circle ☒ Yes or No.



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TENNESSEE

20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22. Yes

21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?

live music, announcements

22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.

band

23) During what time period is sound amplification requested? 10 AM - 8:30 PM

24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). approx 50 bands, same setup as 2017

25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. Yes If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.** ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.

26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets. attached

27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. Zero Hero ; Bryan Burch

28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

- 29) ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information. okay*
- 30) Will you require a temporary water tap? Circle Yes or No. If yes, please list exact locations:
same as previous years
- 31) Will alcohol, beer, and/or wine be given away or sold? Circle Yes or No. If yes, a permit from the relevant board is required. *Please read Additional Requirements section of this application for more information. okay*
- 32) Will your event include tents or other temporary structures, propane use, or open flames? Circle yes or no. Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information. okay*
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information. attached*

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

"No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The City of Franklin does not discriminate based on race, color or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d). For more information or to file a complaint against the City of Franklin under Title VI of the 1964 Civil Rights Act, contact the Title VI Coordinator:

Risk Manager
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064
615.791.3277

The City of Franklin is committed to providing reasonable access and accommodations upon request for people with disabilities. Please call the Risk Management Department at (615)791-3277 for specific requests.



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FRANKLIN
TENNESSEE

PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator.
- 4) I/We agree to provide a copy of this signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 5) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 6) I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- 7) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 8) The City reserves the right to require one or more City of Franklin police officers or other emergency personnel be present at any and all events that occur within the city limits. Please budget for this request at a rate of \$30 per hour at a minimum of two (2) hours.

BY: *[Signature]* - manager in charge Date: 9/28/17
(Signature and title – must be officer of organization)

Approved by the Board of Mayor and Aldermen on _____, 20____.

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

If you have questions concerning your request, please call 615-550-6606.

★
★ **Return application to:** ★
★ City Administrator's Office ★
★ City Hall ★
★ 109 Third Ave South ★
★ Franklin, TN 37065 ★
★ 615-791-3217 ★
★ 615-790-0469 (FAX) ★
★
★*****



September 8, 2017

Dear Neighbor,

As you are no doubt aware, we are on final approach for year three of the Pilgrimage Music & Cultural Festival. After a successful two years, we couldn't be more excited to continue this celebration of the rich music and cultural heritage of Franklin and Williamson County. This year's festival will be held on September 23rd and 24th at the Park at Harlinsdale Farm. We sincerely hope to see you and your family there!

A daytime festival, Pilgrimage will run from 10:00 a.m. until 8:30 p.m. and expects to draw over 25,000 guests each day. As with previous years, we have worked closely with the City in providing a traffic plan that considers the safe and efficient flow of regular Franklin traffic as well as festival attendee traffic. We will be utilizing the same plan we used last year: only southbound traffic flow will be permitted from Harpeth Industrial Court to First Avenue, while the northbound lane will be reserved for pedestrians, bicycles, and festival shuttle service. Two-way traffic flow will remain from Harpeth Industrial Court to Mack Hatcher. Franklin Police Officers will direct traffic along Franklin Road and will assist those residents who need to exit or enter their driveways or streets. Please visit www.franklinton.gov/pilgrimagefestival to see the complete plan as well as a map (please see reverse side). Traffic updates will be provided throughout the weekend on the City of Franklin's Facebook (www.facebook.com/cityoffranklin) and Twitter (@cityoffranklin) feeds.

On our website, www.pilgrimagefestival.com, you will find other event details, such as band line-ups, family activities, participating vendors and ticket information. The site also contains information about our ongoing support of Franklin's parks and the artist community through the Pilgrimage Foundation.

Should you have additional questions, contact Lauren Anderson at the Pilgrimage office at Lauren@PilgrimageFestival.com or email the City of Franklin at SpecialEvents@FranklinTN.gov.

Thank you for supporting Pilgrimage as we endeavor to deliver a world-class boutique music festival to Franklin.

Sincerely,

Kevin Griffin
Michael Whelan
W. Brandt Wood

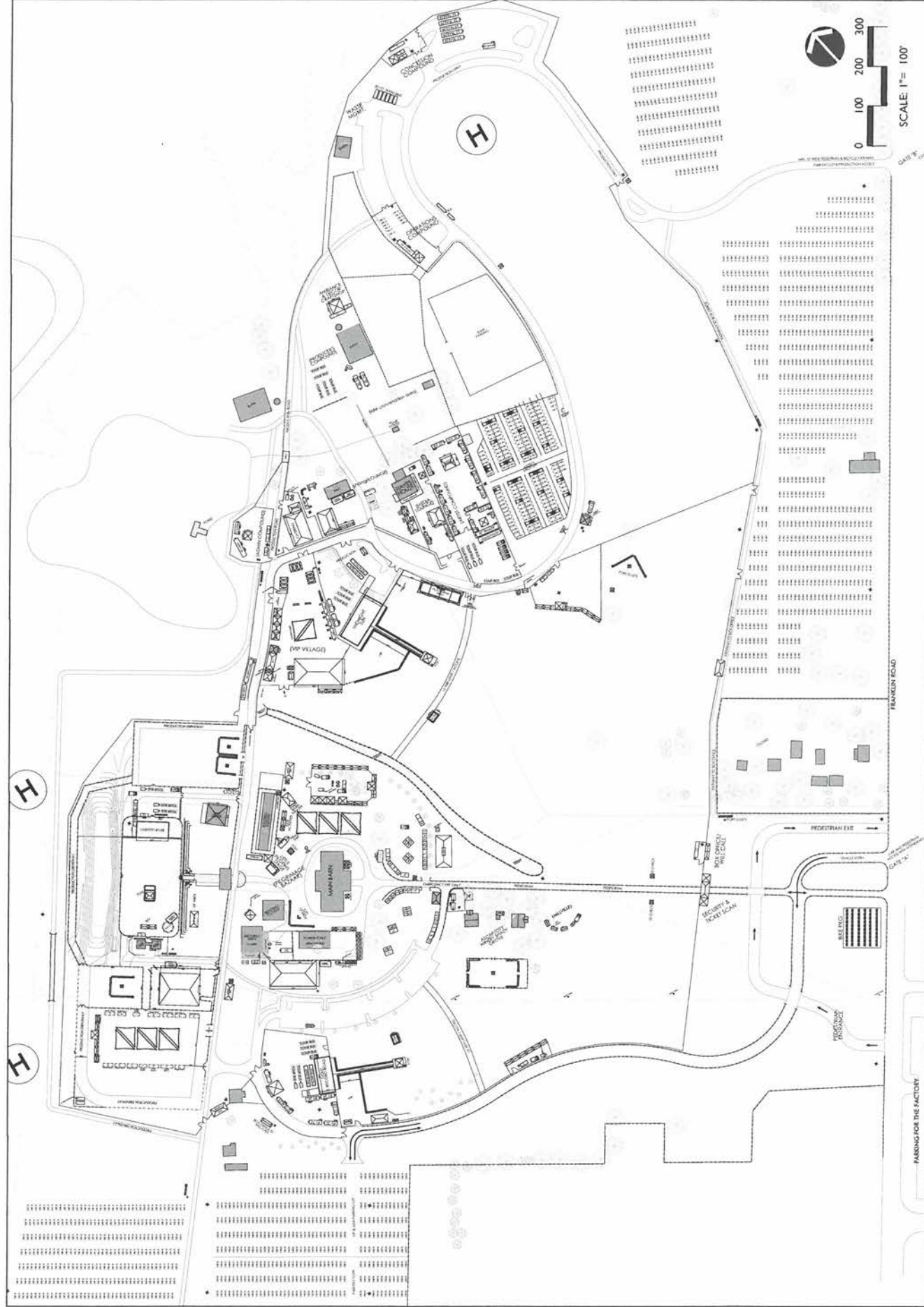
Pilgrimage Producers

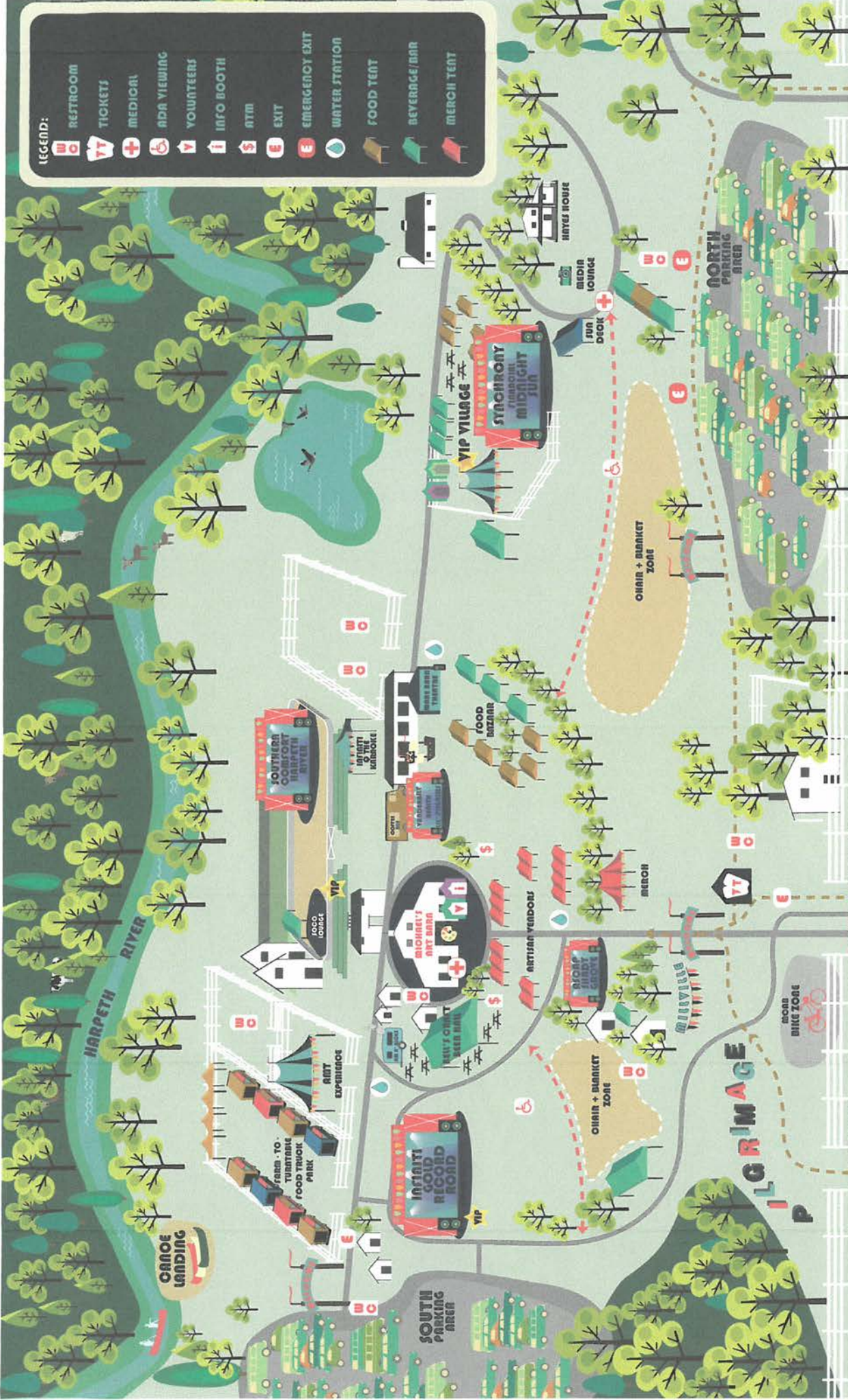
KV+D
KISER VOGRIN DESIGN
5005 Mountain Blvd., Ste 100, Franklin, TN 37067
615.813.0860

PILGRIMAGE FESTIVAL SITE PLAN
HARLINSDALE FARM
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

DATE: 09/09/2017
REVIEWS:

DATE: 09.06.2017
DESIGNED BY: KMR
DRAWN BY: KMR
CHECKED BY: BW
Q.C. BY: N/A
SCALE: 1/100
PROJECT #: 17010
SHEET NUMBER: 017





- LEGEND:**
- RESTROOM
 - TICKETS
 - MEDICAL
 - ADA VIEWING
 - VOLUNTEERS
 - INFO BOOTH
 - ATM
 - EXIT
 - EMERGENCY EXIT
 - WATER STATION
 - FOOD TENT
 - BEVERAGE/BAR
 - MERCH TENT

LIBERTY PIKE

lva

MTT AND SHUTTLE BUS PICKUP & DROP-OFF AT UBERTY INN

THE FACTORY

PEDESTRIAN ENTRANCE

YOUTH GATE

PEDESTRIAN EXIT

HARPETH INDUSTRIAL

PILGRIMAGE

MUSIC & CULTURAL FESTIVAL 2017

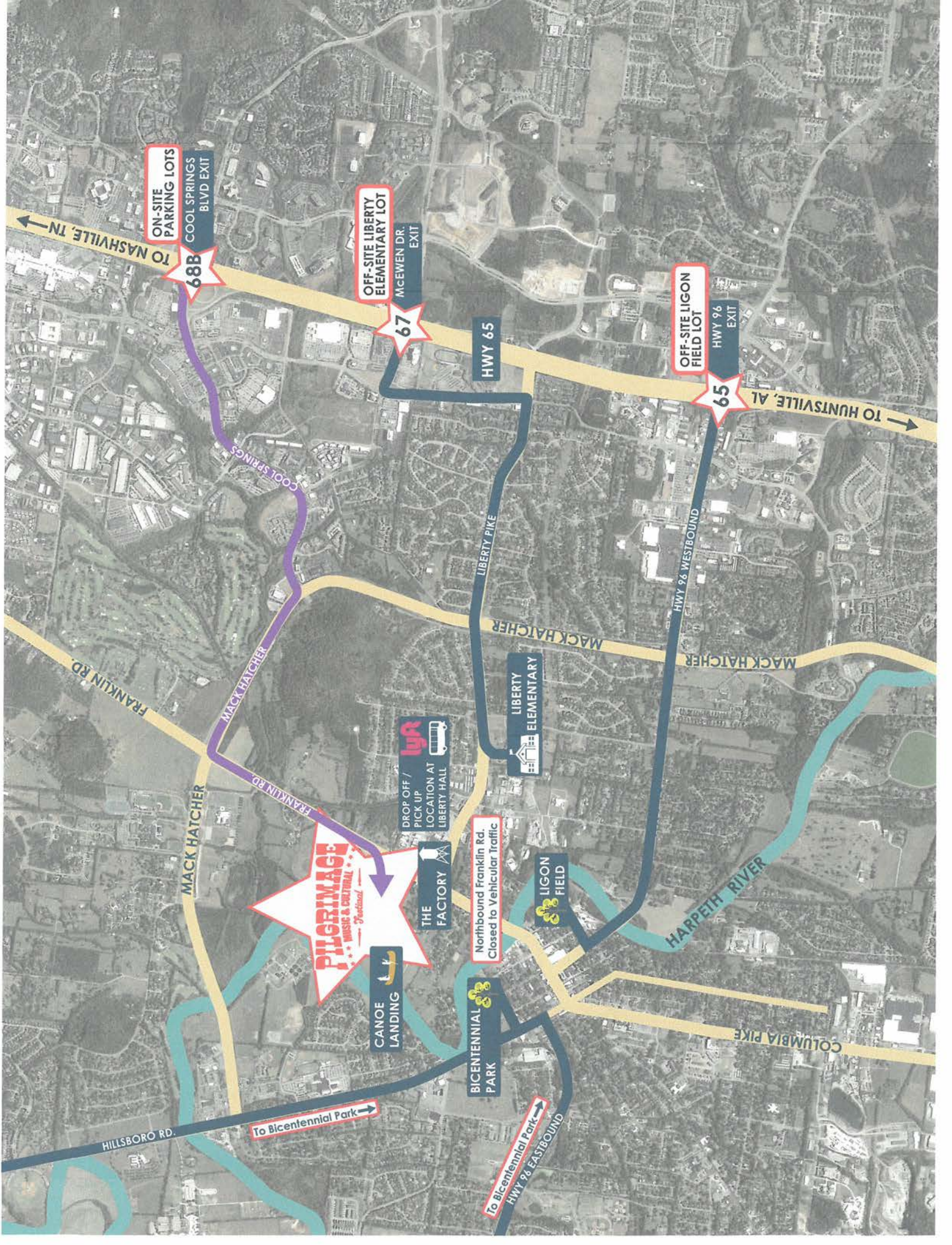
FRANKLIN

NORTH GATE

KV+D

KISER VOGRIN DESIGN

100% PRINTED ON RECYCLED PAPER



ON-SITE
PARKING LOTS
68B COOL SPRINGS
BLVD EXIT

OFF-SITE LIBERTY
ELEMENTARY LOT
67 McEWEN DR.
EXIT

OFF-SITE LIGON
FIELD LOT
65 HWY 96
EXIT

PILGRIMAGE
MUSIC & CULTURAL
Festival

DROP OFF /
PICK UP
LOCATION AT
LIBERTY HALL

THE
FACTORY

Northbound Franklin Rd.
Closed to Vehicular Traffic

LIGON
FIELD

BICENTENNIAL
PARK

To Bicentennial Park
HWY 96 EASTBOUND

CANOE
LANDING

To Bicentennial Park

HILLSBORO RD.

MACK HATCHER

MACK HATCHER

MACK HATCHER

COOL SPRINGS

HWY 65

LIBERTY PIKE

MACK HATCHER

MACK HATCHER

MACK HATCHER

MACK HATCHER

MACK HATCHER

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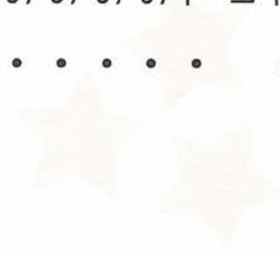
TO HUNTSVILLE, AL

TO NASHVILLE, TN

COLUMBIA PIKE



PARTICIPATING ARTISAN VENDORS

- 
- Aprilis Pearls
 - Atkinson Drive
 - Baumgartner Sound and Design
 - Be Hippy
 - Bela Begonias
 - Bias & Bourbon/Biased Baby
 - CEMENT 6
 - Clever Clogs Art
 - Complimentees
 - Culture Cross
 - Ellajude
 - Exvoto Vintage Jewelry
 - Franklin Flannels
 - Hands on Fire
 - Hang Over Guitar Straps
 - Hippies & Gypsies
 - Horizon Henna
 - Humble Bumble Beads
 - Jamie Boyd Art
 - Jennifer Andrea Designs
 - KCdesignZ
 - Larissa Loden
 - Lauren Antoinette Designs
 - Manta Enterprises
 - Master Artisan Guitar Picks
 - m.florita
 - Modern Bronze
 - Moonshine UKULELES
 - One Man One Garage
 - Original Fuzz
 - Paint The World Tie Dyes
 - Peter Nappi
 - Pop Art Done Good
 - Portmanteau Jewelry Collection + Seraphine Designs
 - Project 615
 - Roy Laws Art
 - SEEKER
 - Soco swings / EZ hang Chairs
 - Southern Strings TN
 - Status Serigraph
 - Stoned Beautiful Jewelry
 - The Permanent Collection
 - Letterpress + Design Studio
 - The Tapestry Co.
 - Tony's Caricatures
 - Vintage Traditions
 - Walnut Hill Woodworks
 - Wanted1 art & design
 - Y. Miller Art
 - YIP and More

PARTICIPATING FOOD VENDORS

FESTIVAL BEVERAGES	FOOD & FOOD TRUCKS		VIP CULINARY EXPERIENCE
• Bai Beverages	• 313 Coney	• Juice Bar	
• Bell's Brewery	• Amish Baking Co	• Local Roots	• Arnold's Country Kitchen
• George Dickel	• Bánh Mì & a Roll Factory	• Music City Ice Cream	
• Good People Brewery	• Bao Down	• New Hickory Street Provisions	• Bethlehem United Methodist Church Bake Sale
• Hendrick's Gin	• Bluegrass Kettle Masters of Nashville LLC	• Oliver's Icebox	
• High Brew Coffee	• Bob's Fish Fry	• Ozark Mountain Biscuit Co	
• Jackalope Brewery	• Burger Joint	• Padrinos Pops	• Black Rabbit
• Milagro	• Burger Up Cool Springs	• Peles fire pizza	• Cochon Butcher
• Southern Comfort	• California	• Phat Daddy's	• Eio and The Hive
• Sugarlands Shine	• Chuy's Opco	• Puckett's Grocery and Restaurant	• GReKo Greek Street Food
• Tito's Handmade Vodka	• Corndog Inc	• Retro Sno	
• Vino	• Daddy's Dogs	• Romega Taqueria	• Hattie B's Hot Chicken
• Wiseacre Brewery	• DegThai	• Savory and Sweet	• Jim 'N Nick's
• Coca-Cola Products	• Homeslice Pizza	• Semilla	• Community Bar-B-Q
• American Music Water	• Franklin Juice Co.	• Tchoupitoulas Street Snoballs	• Marsh House
	• Funk Seoul Brother	• The Grilled Cheeserie	• The Farm House
	• Hebrós Kitchen	• The Urban Juicer	
	• Hibachi 4 Hire	• Two Guys Fish n' Fries	
	• Honest Coffee Roasters	• Voodoo Chicken & Waffles Shack	
	• Hoss' Loaded Burgers	• Wing Station	
	• Island Noodles		
	• Jim 'N Nick's Community Bar-B-Q		

WRITTEN CONSENT FOR USE OF INDISTINGUISHABLE NAME (SS-9411)



Business Services Division
Tre Hargett, Secretary of State
State of Tennessee

312 Rosa L. Parks AVE., 6th FL.
Nashville, TN 37243
(615) 741-2286

Filing fee \$20.00

Pursuant to the Tennessee Business Corporation Act, Tennessee Nonprofit Corporation Act, Tennessee Limited Liability Company Act, Tennessee Revised Limited Liability Company Act, or the Tennessee Revised Uniform Partnership Act, this consent for use of indistinguishable name is submitted to the Tennessee Secretary of State.

Existing Entity Name: Pilgrimage Presents, LLC

Entity 1

Existing Entity Secretary of State Control Number: 000787919

Entity Receiving Name Consent: Pilgrimage Presents, Inc.

Entity 2

SELECT THE STATEMENT THAT APPLIES

Option 1:



Both entities hereby consent to use and maintain the same registered agent.

Option 2:



The existing entity consents to change its name or terminate its existence within 60 days.


Entity 1 Signature
William Brandt Wood
Name (printed or typed)

4/15/17
Signature Date


Entity 2 Signature
Colin Ferguson, Incorporator
Name (printed or typed)

4/13/2017
Signature Date

Note: Pursuant to T.C.A. § 10-7-503 all information on this form is public record.

Report of the Downtown Parking Review Team

February 13, 2018

Background and Scope of Review

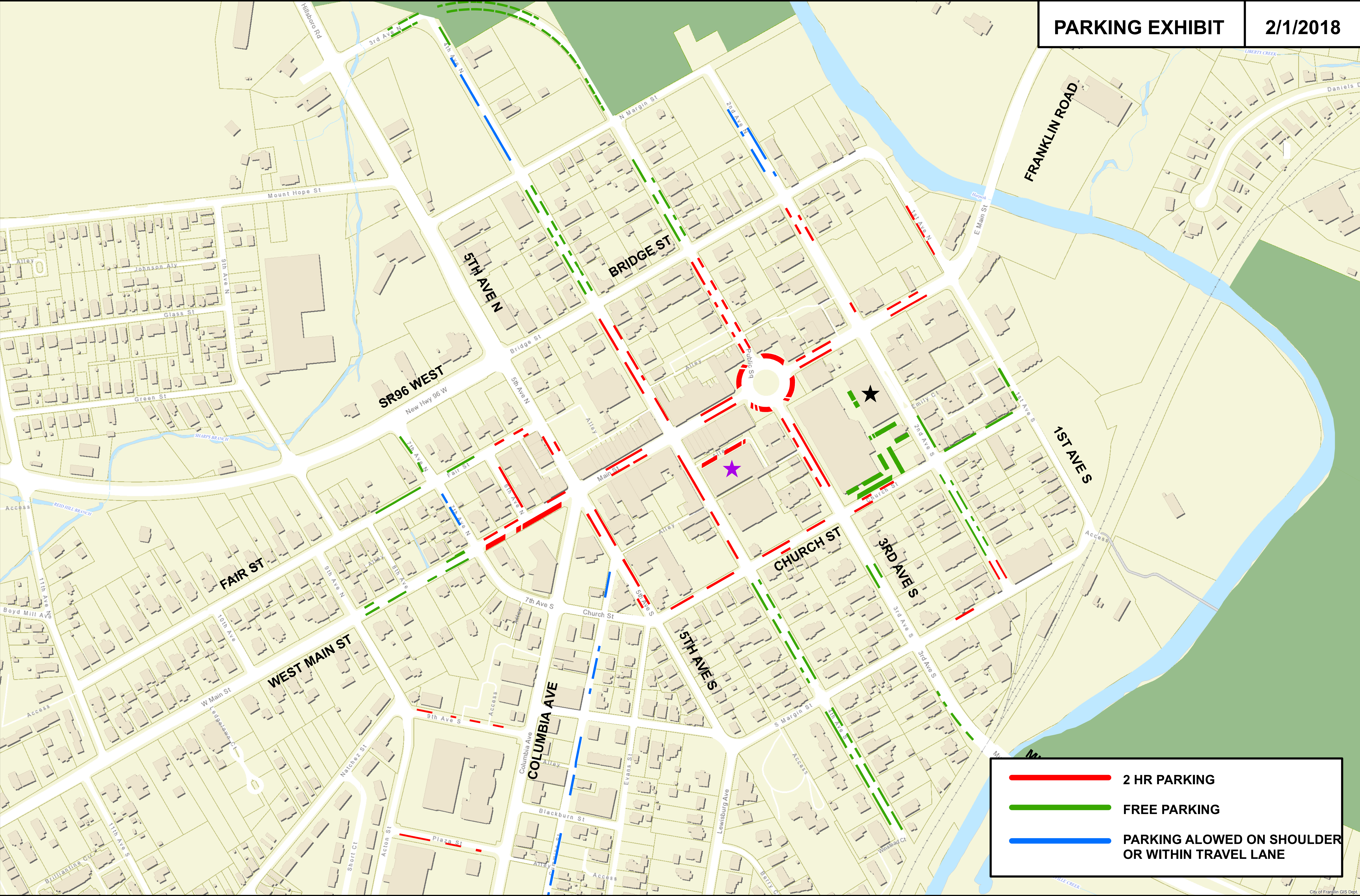
In Fall 2017, a staff team representing the following departments- City Court Clerk/Police/Law/IT- began meeting to document existing ordinances and recent practices relating to downtown parking enforcement.

In December 2017, the group drafted a proposal to modernize ordinances related to parking enforcement with *the goal of increasing the availability of customer parking in downtown Franklin while utilizing the existing staffing model (Monday-Friday), maintaining free parking in publicly owned and/or operated spaces and in accordance with current State of Tennessee law.*

In January 2018, the group was expanded to include Streets and Engineering Departments and to incorporate proposed changes to onsite parking time limitations and pavement markings.

Summary of Downtown Franklin Parking Enforcement

	Current City Ordinance (effective year)	Recent Practice	Staff Proposal- Feb
	May be issued when 1)driver is not a Williamson County resident and 2) neither the driver nor owner has a prior citation (1976)	Two written warnings per owner, regardless of driver residence	Two warnings may be per officer discretion Procedure to be incorporated into Police Department Standard Operating Procedures.
Fee	\$10 for first offense \$25 for second offense \$50 for third and successive offenses \$50 for handicap violation (2004)	\$24 for overtime parking \$10 for illegal parking \$50 for handicap violation (\$1 state litigation tax added to fees above)	\$20 for first offense \$30 for second offense \$50 for third and successive offenses \$50 for handicap violation (\$1 state litigation tax)
Year Restart	Prior offenses “wiped clean” at end of calendar year (2004)	Prior offenses “wiped clean” at end of calendar year	Change to Rolling 12 month period
Max Parking Limit	4 Hour with certain discretion assigned to City Administrator (2008)	4 Hour for most parking; certain 15 min and 30 min spaces as assigned by City Administrator; Enforcement Mon-Fri by Police Department	2 Hour limit within downtown commercial core with exceptions approved by City Resolution



- 2 HR PARKING
- FREE PARKING
- PARKING ALLOWED ON SHOULDER OR WITHIN TRAVEL LANE

Permit No: _____



HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN EVENT PERMIT APPLICATION

*Application is Due 90 Days Prior to Scheduled Event.
Please read application carefully and fully complete each section.
A non-refundable application fee of \$100 is due at time of filing.*

Note: Filing this application does not guarantee that your request will be granted.

Please check
all that apply:

☒ street closure

☐ parade

☒ other special event

☐ beer served (*separate permit required*)

Please supply the following information. For additional space, use separate sheets of paper and attach to the application.

1) Location requested (if Temporary Street Closure only, list major roads to be closed):

_____ Aspen Grove Park

_____ Liberty Park

_____ Eastern Flank Battlefield Park

_____ Fieldstone Farms

_____ Pinkerton Park

_____ Jim Warren Park

_____ Harlinsdale Farm

Other: Del Rio, Magnolia, Hwy 96

2) Name/purpose of event: Race for the Stars 5K and Fun Run

3) Date or dates of event: March 10, 2018

4) Time of Event: 5K Start: 8:00am

5) Time of Street Closure (if applicable): 8:00 am - 9:00 am

Set-Up Date/Time: _____ **Tear-down Date/Time:** _____

*Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read Additional Requirements section for more information.

6) Name of Applicant and Organization Requesting Permit:

Jaclyn Johnson, Freedom Middle School

a) Address: 750 New Hwy 96 West

b) Phone: 615-794-0987 **c) Cell:** 812-459-7143 **d) Fax:** 615-790-4742

e) E-mail address: johnsonjac@fssd.org

7) Person in charge on day of event: Jackie Johnson

Cell: 812-459-7143 **E-mail address:** johnsonjac@fssd.org



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FRANKLIN
TENNESSEE

- 8) Name and Cell Number of at least two others available on day of event:

Name: Adam Demonbreun Cell: 615-775-8196 E-mail address: demonbreunada@fssd.org

Name: Jennifer Hacker Cell: 615-473-0985 E-mail address: hackerjenn@fssd.org

- 9) DETAILED description of event (use additional sheets):

See attached 5K race and Fun Run (on site) to
promote wellness and raise money for FMS Athletics

- 10) **ENCLOSE A DETAILED MAP** of event site, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. **For large-scale events, map should be obtained from the City's GIS division.**

- 11) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:

250

- 12) Please **attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.

- 13) Is your organization based in Williamson County? Circle Yes or No
(if no, please state where: _____)

- 14) Is your organization authorized to do business in Tennessee? Circle Yes or No

- 15) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status.

- 16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. \$30/race participant

- 17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle Yes or No.

- 18) Is this event a fundraiser? Circle Yes or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? FMS Athletics, 100% of funds
raised

- 19) Will parking in the area of the event need to be restricted or prohibited? Circle Yes or No



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FRANKLIN
TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
announcements and entertainment
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
music and one DJ
- 23) During what time period is sound amplification requested? 8:00am - 10:00am
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). school-appropriate music
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.** ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets. None
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. volunteers will clean up along route immediately following race (signs & water station)
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

- 29) ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
- 30) Will you require a temporary water tap? Circle Yes or No. If yes, please list exact locations:
-
- 31) Will alcohol, beer, and/or wine be given away or sold? Circle Yes or No. If yes, a permit from the relevant board is required. *Please read Additional Requirements section of this application for more information.*
- 32) Will your event include tents or other temporary structures, propane use, or open flames? Circle yes or no. Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.*

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

"No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The City of Franklin does not discriminate based on race, color or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d). For more information or to file a complaint against the City of Franklin under Title VI of the 1964 Civil Rights Act, contact the Title VI Coordinator:

Risk Manager
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064
615.791.3277

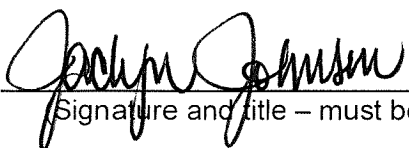
The City of Franklin is committed to providing reasonable access and accommodations upon request for people with disabilities. Please call the Risk Management Department at (615)791-3277 for specific requests.



HISTORIC
FRANKLIN
TENNESSEE

PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator.
- 4) I/We agree to provide a copy of this signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 5) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 6) I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- 7) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 8) The City reserves the right to require one or more City of Franklin police officers or other emergency personnel be present at any and all events that occur within the city limits. Please budget for this request at a rate of \$30 per hour at a minimum of two (2) hours.

BY:  Date: 12/1/17
(Signature and title – must be officer of organization)

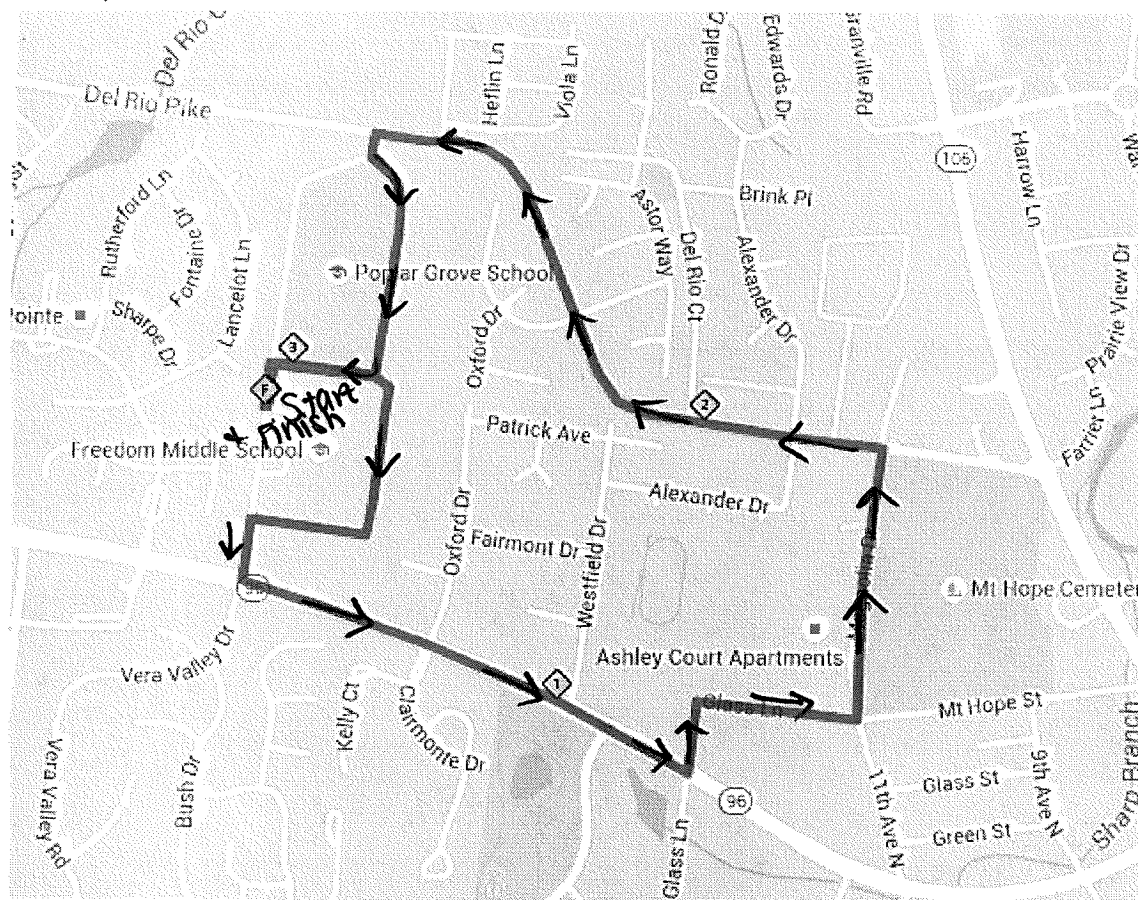
Approved by the Board of Mayor and Aldermen on _____, 20____.

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

If you have questions concerning your request, please call 615-550-6606.

*
* **Return application to:** *
* City Administrator's Office *
* City Hall *
* 109 Third Ave South *
* Franklin, TN 37065 *
* 615-791-3217 *
* 615-790-0469 (FAX) *
*





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/09/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Apex Insurance Agency, Inc. 201 Concourse Blvd, Suite 260 Glen Allen VA 23059		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Catlin Indemnity Company	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		CND-TN-EPP-9773-003	7/1/15	7/1/16	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Franklin, Tennessee is listed as Additional Insured per written contract with Named Insured for 5k Fun Run on October 31, 2015.

CERTIFICATE HOLDER

City of Franklin, Tennessee
109 Third Avenue South
Franklin, TN 37064

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

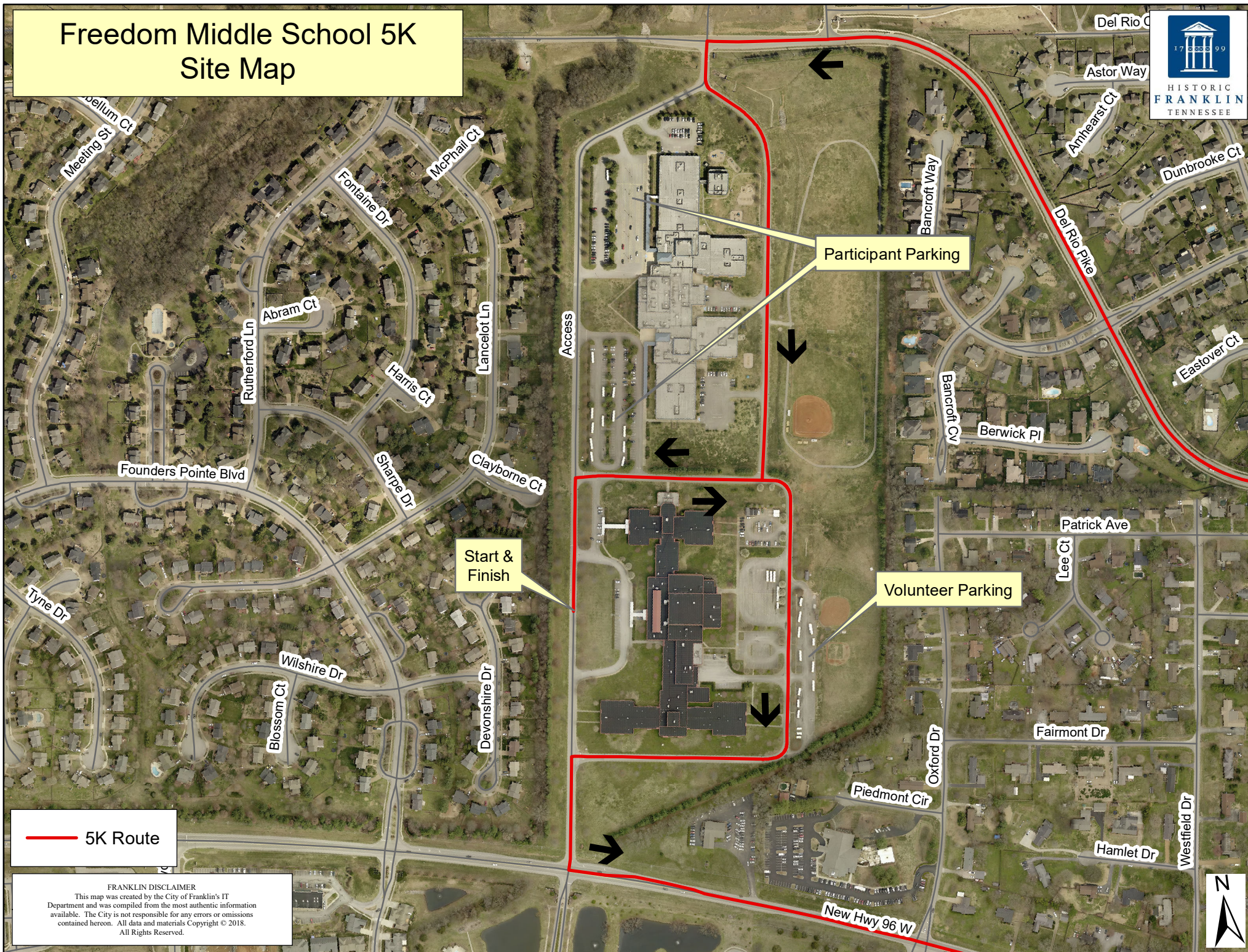
AUTHORIZED REPRESENTATIVE

Heather Looby

Freedom Middle School 5K



Freedom Middle School 5K Site Map



Monique,

Enclosed is a permit application for the 6th annual **WillPower 5K** race. The 2018 race will be our 6th and *final* WillPower 5K. With the event's director, Will NeSmith, graduating from high school soon, it will be difficult for us to maintain it beyond 2018.

For this final event, we wanted you to know we are open to either April 7 or April 14 in 2018. Typically we would request the 7th only, but could be more flexible this year. That said, I the 7th would be our first choice. I can explain more over the phone if you like.

Thanks to you and your team for your support over the years. The WillPower 5K has been a big success as a result. I believe our event has been a good steward of the opportunity you've given us and exposed a lot of folks to downtown Franklin.

Hoping we can do one more WillPower in 2018!

Sincerely,

Steve NeSmith
123 Sturbridge Drive
Franklin, TN 37064
steve.nesmith@gmail.com

OFFICE USE ONLY:

Permit No: _____



HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN EVENT PERMIT APPLICATION

*Application is Due 90 Days Prior to Scheduled Event.
Please read application carefully and fully complete each section.
A non-refundable application fee of \$100 is due at time of filing.*

Note: Filing this application does not guarantee that your request will be granted.

Please check
all that apply:

☒ street closure

☐ parade

☐ other special event

☐ beer served (*separate permit required*)

Please supply the following information. For additional space, use separate sheets of paper and attach to the application.

1) Location requested (if Temporary Street Closure only, list major roads to be closed):

____ Aspen Grove Park

____ Liberty Park

____ Eastern Flank Battlefield Park

____ Fieldstone Farms

____ Pinkerton Park

____ Jim Warren Park

____ Harlinsdale Farm

Other: _____

2) Name/purpose of event: 6th Annual WillPower 5K race

3) Date or dates of event: April 7 or April 14, 2018

4) Time of Event: 7:30 am start time

5) Time of Street Closure (if applicable): Square at 5am, Course 7:20 am - 8:30 am

Set-Up Date/Time: 5am 4/7

Tear-down Date/Time: 9:30am 4/7

*Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read Additional Requirements section for more information.

6) Name of Applicant and Organization Requesting Permit:

Steve NeSmith, WillPower Events LLC

a) Address: 123 Sturbridge Drive

b) Phone: 615-440-2468 c) Cell: same d) Fax: _____

e) E-mail address: steve.nesmith@gmail.com

7) Person in charge on day of event: Steve NeSmith

Cell: 615-440-2468 E-mail address: steve.nesmith@gmail.com



HISTORIC
FRANKLIN
TENNESSEE

- 8) Name and Cell Number of at least two others available on day of event:

Name: Brian NeSmith Cell: 457-719-6491 E-mail address: brian@racetimesports.com

Name: Jim Cumbee Cell: 615-390-9966 E-mail address: jimcumbee@gmail.com

- 9) DETAILED description of event (use additional sheets):

This event is an exact repeat of previous years' races. We expect 600-700 runners. Proceeds go to HHT Foundation, + Ridgecrest Camps Scholarship. Event raises awareness for pediatric stroke + HHT.

- 10) **ENCLOSE A DETAILED MAP** of event site, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. **For large-scale events, map should be obtained from the City's GIS division.**

- 11) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:

Expect 600-700 runners + 100 attendees = 800 total

- 12) **Please attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.

- 13) Is your organization based in Williamson County? Circle Yes or No
(if no, please state where: _____)

- 14) Is your organization authorized to do business in Tennessee? Circle Yes or No

- 15) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status. 1

- 16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. Will charge runners an entry fee of \$30 each.

- 17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle Yes or No.

- 18) Is this event a fundraiser? Circle Yes or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? 100% of net proceeds go to HHT Foundation + Ridgecrest Camps (Scholarship)

- 19) Will parking in the area of the event need to be restricted or prohibited? Circle Yes or No.



HISTORIC
FRANKLIN
TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Amplification will be used for music + announcements, in the Public Square area only.
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
SpringTree Media will provide stage + sound again this year.
- 23) During what time period is sound amplification requested? 7am - 9:30 am.
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). Majority will be pre-recorded music. A 3-man bluegrass band may play for 20 minutes on stage.
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.** ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) Please provide detailed list. No vendors, just 3-4 sponsor booths.
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. Water, bananas + donuts will be given away free + our volunteers will clean up all trash.
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

- 29) **NOTE:* Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
- 30) Will you require a temporary water tap? Circle Yes or No. If yes, please list exact locations:

- 31) Will alcohol, beer, and/or wine be given away or sold? Circle Yes or No. If yes, a permit from the relevant board is required. *Please read Additional Requirements section of this application for more information.*
- 32) Will your event include tents or other temporary structures, propane use, or open flames? Circle yes or no. Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.*

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

"No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The City of Franklin does not discriminate based on race, color or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d). For more information or to file a complaint against the City of Franklin under Title VI of the 1964 Civil Rights Act, contact the Title VI Coordinator:

Risk Manager
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064
615.791.3277

The City of Franklin is committed to providing reasonable access and accommodations upon request for people with disabilities. Please call the Risk Management Department at (615)791-3277 for specific requests.



HISTORIC
FRANKLIN
TENNESSEE

PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator.
- 4) I/We agree to provide a copy of this signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 5) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 6) I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- 7) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 8) The City reserves the right to require one or more City of Franklin police officers or other emergency personnel be present at any and all events that occur within the city limits. Please budget for this request at a rate of \$30 per hour at a minimum of two (2) hours.

BY: Steve McAnis - President, WillPower Events Date: 11/1/17
(Signature and title – must be officer of organization)

Approved by the Board of Mayor and Aldermen on _____, 20__.

Dr. Ken Moore, Mayor

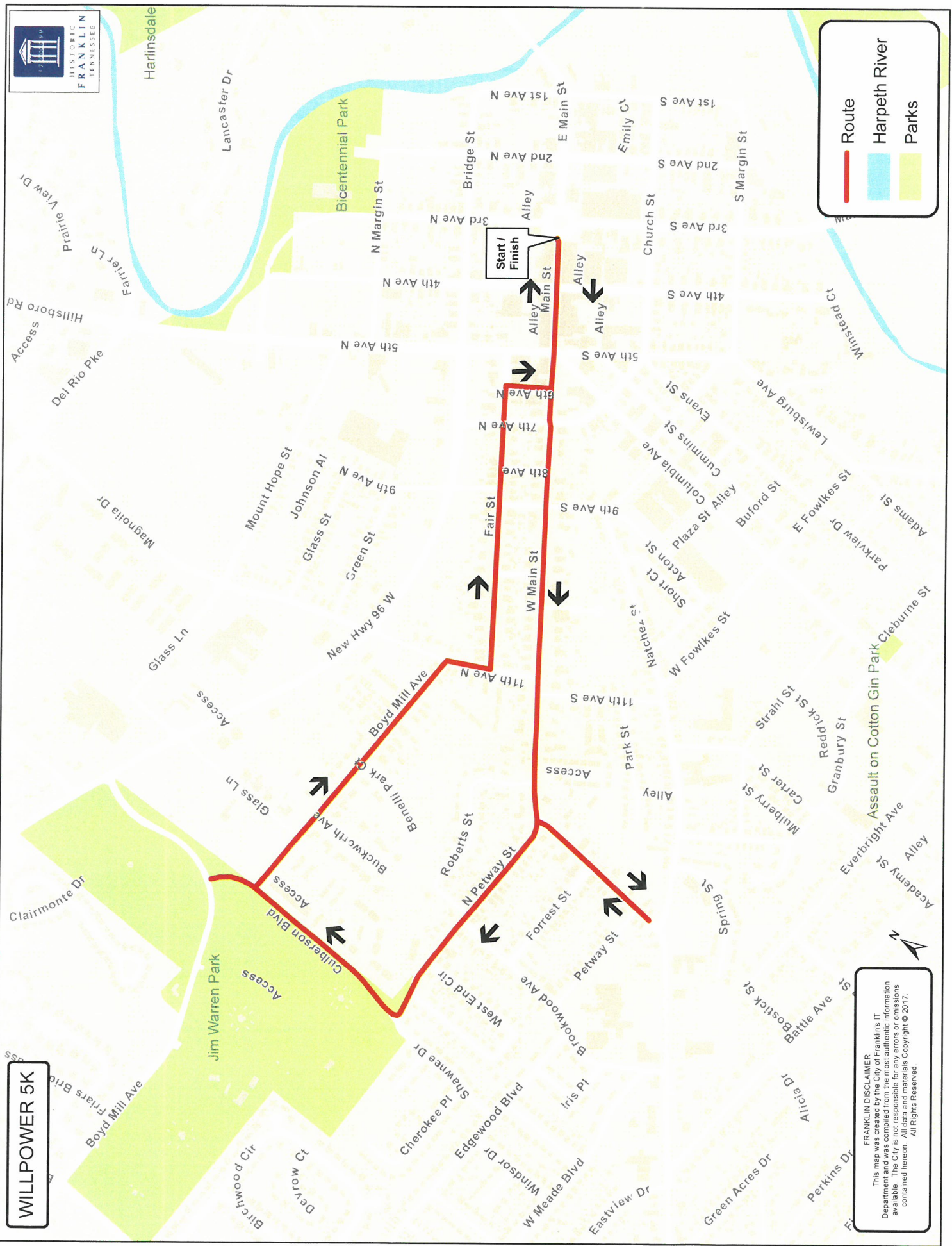
Eric S. Stuckey, City Administrator

If you have questions concerning your request, please call 615-550-6606.

*
* *Return application to:* *
* City Administrator's Office *
* City Hall *
* 109 Third Ave South *
* Franklin, TN 37065 *
* 615-791-3217 *
* 615-790-0469 (FAX) *
*



WILLPOWER 5K



FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials Copyright © 2017. All Rights Reserved.

WILLPOWER 5K



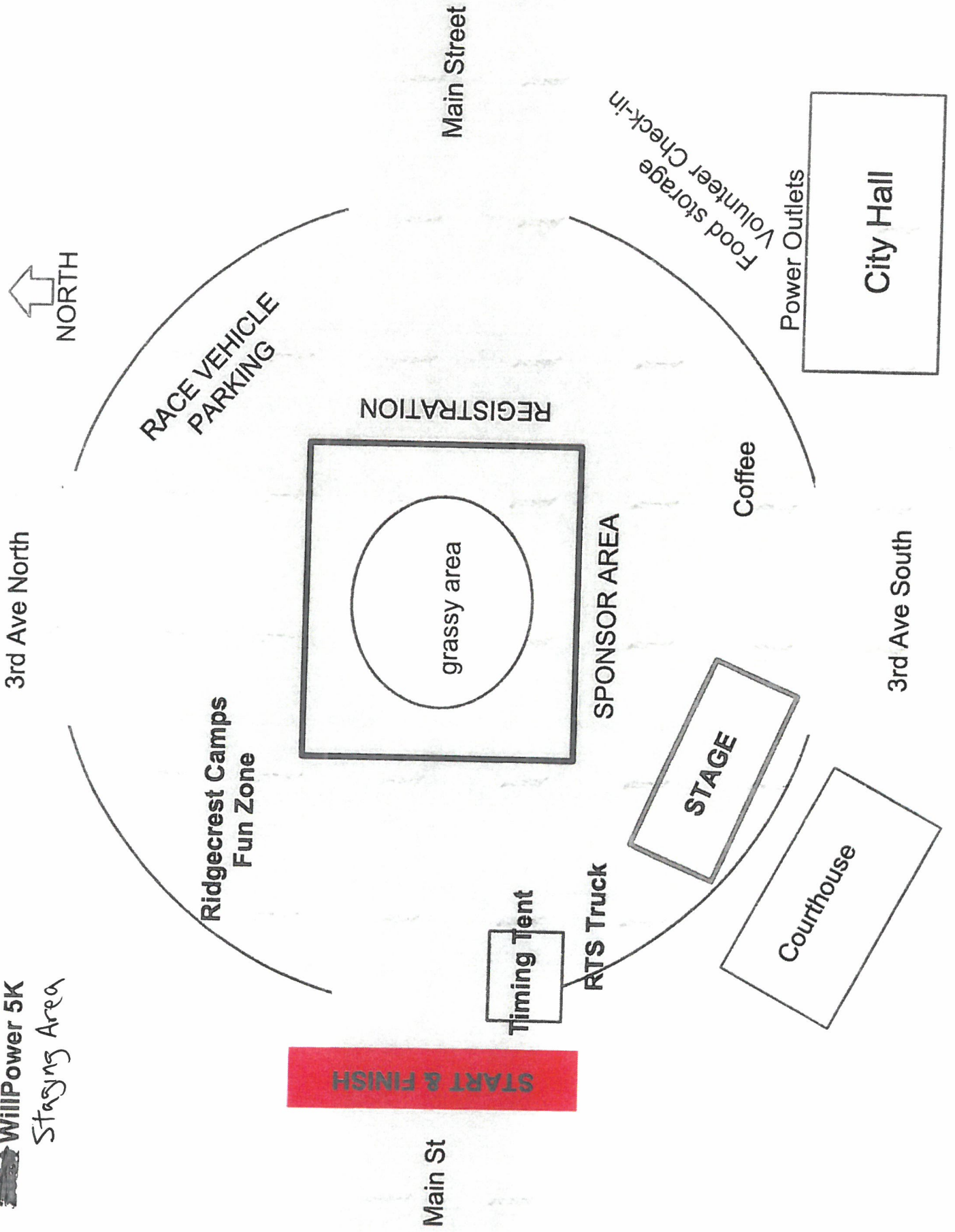
FRANKLIN DISCLAIMER

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 Route
 Harpeth River
 Parks

2018
WillPower 5K
Staging Area



2018 WillPower 5K Organizing Committee

Steve NeSmith - Co-Chairman
123 Sturbridge Drive
Franklin, TN 37064
615-440-2468

Will NeSmith - Co-Chairman
123 Sturbridge Drive
Franklin, TN 37064
615-739-4881

Jim Cumbee -- Sponsor Relations Director
1422 Devens Drive
Brentwood, TN 37027
615-390-9966

John Duval -- Registration Director
8208 Maryland Lane
Brentwood, TN 37027
615-516-8705

Paula Nelson -- Volunteer Director
6307 Tupper Place
Brentwood, TN 37027
615-521-9476



HISTORIC
FRANKLIN
TENNESSEE

RETAILER'S CERTIFICATE

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning application in the name of Magnum Wines, LLC, owned jointly by the managing agent, Ranjanben Patel, and Hemang Patel, who have made application for a retailer's license to handle alcoholic beverages at 1110 Hillsboro Road, Suite 120, Franklin, TN 37064 (The Corner Wine and Spirits), which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner(s) who are to be in actual charge of the business have not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and will not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. The applicant(s) has secured a location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.
3. The applicant (by and through one or more of its owners) meets all residency requirements established by local authority under Franklin Municipal Code Section 2-108A.
4. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This, the 27th Day of February, 2018.

Dr. Ken Moore
Mayor



**PET INDUSTRY JOINT
ADVISORY COUNCIL**
1615 Duke Street, Suite 100
Alexandria, VA 22314
Tel: 202-452-1525

TESTIMONY OF THE PET INDUSTRY JOINT ADVISORY COUNCIL BEFORE THE FRANKLIN,
TENNESSEE BOARD OF MAYOR AND ALDERMEN REGARDING A PROPOSED ORDINANCE
RELATING TO THE SALE OF DOGS AND CATS

December 7, 2018

The Pet Industry Joint Advisory Council (PIJAC) appreciates the opportunity to offer the Franklin Board of Mayor and Aldermen our views regarding the proposed ordinance amending Title 10 of the City of Franklin Municipal Code to restrict the retail sale of dogs and cats at pet stores.

As the country's largest pet trade association, representing the interests of all segments of the pet industry throughout the United States, PIJAC counts among its members national associations, organizations, corporations and individuals involved in the commercial pet trade. More specifically, PIJAC represents the interests of pet stores, distributors, pet supply manufacturers, breeders, retailers and pet owners throughout the state of Tennessee and across the United States.

The ordinance perpetuates the unsubstantiated assertion that pet store animals generally come from substandard breeding facilities, a commonly used smoke screen that obscures the fact that the overwhelming majority of pet owners who choose to purchase from pet stores bring home a happy, healthy pet and remain highly satisfied with their pet store experience.

The reality is that almost all pet stores source their puppies from either USDA licensed breeders who are regularly inspected and found to comply with appropriate care standards or small-scale hobby breeders who are not eligible to be licensed by the USDA, a standard that we strongly support mandating through legislation. In contrast, many of the dogs and cats from other sources, including rogue Internet operators, private sales, shelters and rescues, did not come from licensed breeders.

In considering a citywide retail pet sale ban, the Board of Mayor and Aldermen risks enacting a law that will not only fail to stop the bad actors who operate substandard breeding operations but will actually exacerbate the very problem a retail sales prohibition seeks to address. Banning the sale of dogs and cats by pet stores that are subject to strict regulation and sourcing transparency will eliminate the only licensed and regulated source for animals, forcing pet owners to look to unregulated sources.

This ban would not protect consumers, as customers already enjoy far more protection in the law for the animals they get from pet stores than from any other source. They would merely be deprived of looking to a pet store as one of several alternatives for acquiring a pet, and in the process lose statutory protections that they currently enjoy. It does not protect the animals themselves. Pet store puppies are as healthy as any others and typically receive more frequent veterinary care than puppies from other sources. Additionally, consumers who buy their animals from pet stores enjoy extra protections in the event the animal purchased is sick or diseased.

As discussed in a Fox News opinion piece written by Sheila Goffe of the American Kennel Club, "It's hard to know if a rescue dog was legitimately in need of re-homing, bred for the retail rescue market or a random-

source foreign animal imported en masse. And without records on origin and health, chances increase it could have serious temperament issues and be carrying serious diseases¹.” In passing a pet sale ban in Franklin, the city risks reducing consumer protections and limiting the availability of information that responsible pet owners need to choose the right pet.

A retail pet sales ban serves to target responsible pet stores, while exempting others who need not even comply with the standards under which pet stores already operate. Animals delivered to pet stores in Tennessee already highly regulated:

- In the state of their birth
- In the state of their distributor
- By the federal government
- And animal cruelty is a criminal offense everywhere

Further, some make the claim that prohibiting the sale of commercially bred dogs and cats in pet stores will lead to more adoptions of shelter animals. No independently developed data supports this claim. PIJAC knows that animal control facilities and non-profits are often excellent sources for pets for some prospective pet owners, though not for everyone. Many shelter animals are relinquished because of socialization or health issues. Adoption may not be an appropriate option for families looking for a certain breed of animal for health considerations. There are varied reasons why families choose the animals they do. They should have a choice and not be denied the pet that best fits their family’s requirements.

Hyperbole and emotionalism are poor substitutes for rational evaluation of objective information in establishing public policy. PIJAC recognizes that a few substandard facilities supplying pet stores do exist, as do substandard breeders providing dogs directly to the public and, in fact, substandard shelters exist as well. And, PIJAC’s efforts to ensure humane standards of care are met in all of these facilities will continue. However, singling out pet stores for specious generalizations based on anecdotal evidence will **NOT** eliminate the existence of substandard conditions. While this may be a “feel good” approach it only diverts attention away from efforts to really accomplish effective solutions and we urge the Board of Mayor and Aldermen not to move forward with any proposed ordinance that targets pet stores in this way.

PIJAC is highly sympathetic to the concerns motivating this proposed ordinance, but an outright ban on retail pet sales is unjustified, harmful to the future of the local economy and ultimately will fail to better protect pets. We respectfully urge the Board of Mayor and Aldermen to reject the ban and not impose excessive restrictions on all pet owners by shuttering legitimate local businesses that are committed to the health, safety and well-being of the animals they provide to Franklin families.

If the purpose of this proposal is to encourage tighter restrictions on the sources of animals coming into Franklin and Tennessee as a whole, PIJAC would welcome the opportunity to work with the Board of Mayor and Aldermen and other elected officials to raise the bar to ensure proper animal sourcing that protects dogs and cats. For instance, common sense solutions would require:

- Animals come from only USDA licensees
- Breeders sourcing animals in any current or future Franklin pet stores shall not have an entry on their last USDA inspection report that directly impacts animal health -these inspection reports could travel with the animal and be made available to the customer

¹ Goffe, Sheila. “The US Has Become a Dumping Ground for Foreign 'Puppy Mill' and 'Rescue' Dogs. Here's What Needs to Change.” Fox News, FOX News Network, 30 June 2018, www.foxnews.com/opinion/2018/06/30/us-has-become-dumping-ground-for-foreign-puppy-mill-and-rescue-dogs-here-s-what-needs-to-change.html.

We would welcome the opportunity to work with the City of Franklin to arrive at a meaningful solution to the public policy concerns related to the care of animals. By working together, we can make sure that Franklin's citizens continue to have access to healthy animals to love as pets now and in the future.

Thank you for your consideration of our views.

Sincerely,

Savonne Caughey
Director of Government Affairs
Pet Industry Joint Advisory Council (PIJAC)

ORDINANCE NUMBER 2018-35

AN ORDINANCE TO AMEND TITLE 10 OF THE CITY OF FRANKLIN MUNICIPAL CODE TO ADD A NEW CHAPTER 3, TO RESTRICT THE RETAIL SALE OF DOGS AND CATS AT PET STORES

WHEREAS, a significant number of puppies and kittens sold at pet stores come from large-scale commercial breeding facilities where the health and welfare of the animals are not adequately provided for (“puppy mills” and “kitten mills,” respectively). According to The Humane Society of the United States, it is estimated that 10,000 puppy mills produce more than 2,400,000 puppies a year in the United States and that most pet store dogs and cats come from puppy and kitten mills; and

WHEREAS, the documented abuses endemic to puppy and kitten mills include over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water, and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise; and

WHEREAS, the inhumane conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet stores due to both a lack of education on the issue and misleading tactics of pet stores in some cases. These health and behavioral issues, which may not present themselves until sometime after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

WHEREAS, current federal and state regulations do not properly address the sale of puppy and kitten mill dogs and cats in pet stores; and

WHEREAS, prohibiting the sale of commercially-bred puppies and kittens at pet stores will decrease demand for puppies and kittens bred in puppy and kitten mills, and will likely increase demand for animals from animal shelters and rescue organizations; and

WHEREAS, across the country, thousands of independent pet stores as well as large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of commercially bred dogs or cats. Many of these stores collaborate with local animal shelters and rescue organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

WHEREAS, this Ordinance will not affect a consumer’s ability to obtain a dog or cat of his or her choice directly from a breed-specific rescue organization or a shelter, or from a breeder where the consumer can see directly the conditions in which the dogs or cats are bred or can confer directly with the breeder concerning those conditions; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interests of the City of Franklin, Tennessee, to adopt reasonable regulations to reduce costs to Franklin and its residents, protect the citizens of Franklin who may purchase dogs or cats from a pet store or other business establishment, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment within Franklin.

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

SECTION I: That Title 10 of the City of Franklin Municipal Code is hereby amended to create a new Chapter 3 as follows:

Chapter 3 – Retail Sale of Dogs and Cats at Pet Stores

Section 10-301. – Definitions

For the purposes of this chapter, the following terms have the following meanings:

“Animal care facility” means an animal control center or animal shelter, maintained by or under contract with any state, county, or municipality, whose mission or practice is, in whole, or significant part, protecting the welfare of animals and the placement of animals in permanent homes or with animal rescue organizations.

“Animal rescue organization” means any not-for-profit organization that has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue of animals and the placement of those animals in permanent homes. This term does not include any entity that is, or is affiliated with, or is housed on the premises of, a breeder or broker, obtains dogs from a breeder or broker in exchange for payment or compensation, or resells dogs obtained from a breeder or broker and provides payment or compensation to such breeder or broker.

“Breeder” means a person who maintains dogs or cats for breeding and selling their offspring.

“Broker” means a person who transfers dogs or cats for resale by another.

“Cat” means all members of the cat family, including both male and female.

“Dog” means all members of the dog family, including both male and female.

“Offer for sale” means to sell, offer for sale or adoption, barter, auction, give away, or otherwise transfer a dog or cat.

“Person” means any individual, partnership, corporation, or association or any other legal entity, or any agent or employee thereof.

“Pet store” means a retail establishment where dogs or cats are offered for sale as pet animals to the general public at retail; provided that an animal care facility or animal rescue organization, as defined, shall not be considered “Pet Stores.”

Section 10-302. – Restrictions on the Sale of Dogs and Cats

A. A pet store may offer for sale only those dogs and cats that the pet store has obtained from or displays in cooperation with:

1. An animal care facility, as defined in this chapter; or
2. An animal rescue organization, as defined in this chapter.

B. A pet store shall not offer for sale a dog or cat that is younger than eight weeks old.

C. Each pet store shall maintain records sufficient to document the source of each dog or cat the pet store acquires, for at least one year following the date of acquisition. Such records shall be made available, immediately upon request, to any animal control officer, health officer, or any law enforcement agency.

D. Each pet store offering dogs or cats for sale shall post, in a conspicuous location on the cage or enclosure of each animal, a sign listing the name of the animal care facility or animal rescue organization from which each dog or cat in the cage or enclosure was acquired.

Section 10-303.- Pre-Existing Pet Store Facilities

Pre-Existing pet store facilities established prior to the effective date of this Ordinance shall be considered non-conforming under Tennessee's pre-existing nonconforming use law, *Tennessee Code Annotated*, § 13-7-208.

Section 10-304. – Violations

Any person found in violation of any provision of this chapter shall be subject to a civil penalty of fifty dollars per day, per violation. Each animal offered for sale in violation of any provision of this chapter shall be deemed a separate offense.

SECTION II. If any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable shall remain in full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

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 90 days from and after its passage on second and final reading, the health, safety, and welfare of the citizens of Franklin, Tennessee requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

By: _____
DR. KEN MOORE
Mayor

Approved as to form by:

Sauna R. Billingsley
City Attorney

PASSED FIRST READING _____

PASSED SECOND READING _____

ORDINANCE 2017-XX

TO BE ENTITLED: “AN ORDINANCE TO CREATE CHAPTER 3 OF TITLE 10 – ANIMAL CONTROL OF THE FRANKLIN MUNICIPAL CODE FOR THE PURPOSE OF RESTRICTING THE RETAIL SALE OF DOGS AND CATS AT PET STORES.”

WHEREAS, a significant number of puppies and kittens sold at pet stores come from large-scale, commercial breeding facilities where the health and welfare of the animals are not adequately provided for (“puppy mills” and “kitten mills,” respectively). According to The Humane Society of the United States, it is estimated that 10,000 puppy mills produce more than 2,400,000 puppies a year in the United States and that most pet store dogs and cats come from puppy and kitten mills; and

WHEREAS, the documented abuses endemic to puppy and kitten mills include over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise; and

WHEREAS, the inhumane conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet stores due to both a lack of education on the issue and misleading tactics of pet stores in some cases. These health and behavioral issues, which may not present themselves until some time after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

WHEREAS, current Federal and State regulations do not properly address the sale of puppy and kitten mill dogs and cats in pet stores; and

WHEREAS, prohibiting the sale of commercially bred puppies and kittens at pet stores will decrease the demand for puppies and kittens bred in

puppy and kitten mills, and is likely to increase demand for animals from animal shelters and rescue organizations; and

WHEREAS, across the country, thousands of independent pet stores as well as large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of commercially bred dogs or cats. Many of these stores collaborate with local animal shelters and rescue organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

WHEREAS, this Ordinance will not affect a consumer's ability to obtain a dog or cat of his or her choice directly from a breed-specific rescue organization or a shelter, or from a breeder where the consumer can see directly the conditions in which the dogs or cats are bred or can confer directly with the breeder concerning those conditions; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interests of the City of Franklin to adopt reasonable regulations to reduce costs to the City and its residents, protect the citizens of the City who may purchase dogs or cats from a pet store or other business establishment, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment in the City.

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

SECTION I. That Title 10, Chapter 3 of the City of Franklin Municipal Code is hereby created and is approved to read as follows:

CHAPTER 3. – RETAIL SALE OF DOGS AND CATS AT PET STORES

Sec. 10-301. – Definitions

Sec. 10-302.— Restrictions on the Sale of Dogs and Cats.

Sec. 10-303.— Penalties

Sec. 10-301. – Definitions.

(1) *Animal care facility* – An animal control center or animal shelter, maintained by or under contract with any state, county, or municipality, whose mission or practice is, in whole, or significant part, protecting the welfare of animals and the placement of animals in permanent homes or with animal rescue organizations.

(2) *Animal rescue organization* – Any not-for-profit organization which has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue of animals and the placement of those animals in permanent homes.

This term does not include any entity which is, or is affiliated with, or is housed on the premises of, a breeder or broker, obtains dogs from a breeder or broker in exchange for payment or compensation, or resells dogs obtained from a breeder or broker and provides payment or compensation to such breeder or broker.

(3) *Breeder* – A person who maintains dogs or cats for the purpose of breeding and selling their offspring.

(4) *Broker* – A person who transfers dogs or cats for resale by another.

(5) *Cat* – A member of the *Felis catus* family.

(6) *Dog* – A member of the *Canis familiaris* family, or resultant hybrid.

(7) *Offer for sale* – To sell, offer for sale or adoption, barter, auction, give away or otherwise transfer a dog or cat.

(8) *Person* – Any individual, partnership, corporation or association or any other legal entity, or any agent or employee thereof.

(9) *Pet store* – A retail establishment where dogs or cats are offered for sale as pet animals to the general public at retail; provided that an animal care facility or animal rescue organization, as defined, shall not be considered “Pet Stores.”

Sec. 10-302. – Restrictions on the Sale of Dogs and Cats.

(1) A pet store may offer for sale only those dogs and cats that the pet store has obtained from or displays in cooperation with:

(a) An animal care facility, as defined in this chapter; or

(b) An animal rescue organization, as defined in this chapter.

(2) A pet store shall not offer for sale a dog or cat that is younger than eight weeks old.

(3) Each pet store shall maintain records sufficient to document the source of each dog or cat the pet store acquires, for at least one year following the date of acquisition. Such records shall be made available, immediately upon request, to any Animal Control Officer, Health Officer, or any law enforcement agency.

(4) Each pet store offering dogs or cats for sale shall post, in a conspicuous location on the cage or enclosure of each animal, a sign listing the name of the animal care facility or animal rescue organization from which each dog or cat in the cage or enclosure was acquired.

Sec. 10-303. – Penalty.

Any person found in violation of any of the provisions of this chapter shall be guilty of a misdemeanor and shall be fined as specified in appendix A, comprehensive fees and penalties, for each offense. Each animal offered for sale in violation of any provision of this chapter shall be deemed a separate offense.

SECTION II. Severability. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION III. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION IV: BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect 90 days after its passage on second and final reading for the health, safety and welfare of the citizens of Franklin, Tennessee, requiring it.

ORDINANCE NO. 2012 - 03

AN ORDINANCE OF THE CITY OF HALLANDALE BEACH, FLORIDA, AMENDING CHAPTER 6 OF THE CODE OF ORDINANCES BY CREATING A NEW SECTION 6-12, ENTITLED "RETAIL SALE OF DOGS AND CATS;" PROVIDING FOR CONFLICT; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, according to the Humane Society of the United States, hundreds of thousands of dogs and cats in the united States have been housed and bred at substandard breeding facilities known as "puppy mills" or "kitten factories," that mass-produce animals for sale to the public, many of which are sold at retail in pet stores; and

WHEREAS, because of the lack of proper animal husbandry practices at those facilities, animals born and raised there are more likely to have genetic disorders and lack adequate socialization, while breeding animals utilized there are subject to inhumane housing conditions and are indiscriminately disposed of when they reach the end of their profitable breeding cycle; and

WHEREAS, while not all dogs and cats sold in retail pet stores are not the products of inhumane breeding conditions and not every commercial breeder selling dogs or cats to pet stores operates "puppy mills" or "kitten factories," the City Commission believes that puppy mills and kitten factories continue to exist in part because of public demand and the sale of dogs and cats in pet stores; and

WHEREAS, the City Commission believes that prohibiting the retail sale of dogs and cats in the City will promote community awareness of animal welfare and, in turn, will foster a more humane environment in the City; and

WHEREAS, the City Commission believes that the prohibition of the retail sale of dogs and cats in pet stores in the City will also encourage pet consumers to adopt dogs and cats from shelters, thereby saving animals' lives and reducing the cost to the public of sheltering animals.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA:

SECTION 1. Chapter 6, Article I, Animals, of the Code of Ordinances of the City of Hallandale Beach, Florida, is amended to create Section 6-12, "Retail Sale of Dogs and Cats," as follows:

Section 6-12. Retail Sale of Dogs and Cats.

(1) *Definitions.* For purposes of this section, the following definitions shall apply:

- a. "Animal rescue organization" means a duly incorporated nonprofit organization devoted to the rescue, care and adoption of stray, abandoned or surrendered animals and which does not breed animals.
- b. "Animal shelter" means a municipal or related public animal shelter or duly incorporated nonprofit organization devoted to the rescue, care and adoption of stray, abandoned or surrendered animals, and which does not breed animals.
- c. "Cat" means an animal of the Felidae family of the order Carnivora.
- d. "Certificate of source" means a document declaring the source of origin of the dog or cat sold or transferred or offered for sale or transfer. A certificate of source shall include the name and address of the original source of the dog or cat and license information if the original source breeder is licensed by the United States Department of Agriculture and shall be signed by both the pet store certifying the accuracy of the certificate and by the purchaser or transferee of the dog or cat acknowledging receipt of the certificate.
- e. "Dog" means an animal of the Canidae family of the Carnivora.
- f. "Pet store" means any retail establishment open to the public that sells or transfers, or offers for sale or transfer, dogs and/or cats, regardless of the age of the dog or cat (see also Pet Shop Chapter 6 Section 1).
- g. "Pet store operator" means a person who owns or operates a pet store.

(2) Sale or transfer of dogs and/or cats.

No pet store shall display, sell, trade, deliver, barter, lease, rent, auction, give away, transfer, offer for sale or transfer, or otherwise dispose of dogs or cats in the City of Hallandale Beach.

(3) *Exemptions.* This section does not apply to:

- a. A person or pet store that sells, delivers, offers for sale, trades, barter, leases, rents, auctions, gives away, or otherwise transfers or disposes of dogs and/or cats that were bred and reared on property owned by and zoned for the person or pet store.
- b. An animal shelter.
- c. An animal rescue organization.
- d. An animal shelter or animal rescue organization that operates out of or in connection with a pet store.

(4) *Certificate of Source.*

A pet store shall post and maintain, on or within three (3) feet of each dog's or cat's kennel, cage or enclosure, a certificate of source of each dog or cat offered for sale or transfer, and shall provide a copy of such certificate to the purchaser or transferee of any dog or cat sold or transferred.

(5) *Violations – Enforcement.*

- a. Any person who violates this section shall be subject to the penalties set forth in Section 9-5 of this Code of Ordinances.
- b. Additionally, the City may initiate a civil action in a court of competent jurisdiction to enjoin any violation of this section.

- c. In addition to any other penalty, a pet store owner who is found to have falsified a certificate of source shall pay \$2,500.00 in damages to each recipient of such falsified certificate.

SECTION 2. All ordinances or parts of ordinances and all resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 3. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Hallandale Beach Code of Ordinances; and that the sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section," "article," or such other appropriate word or phrase to accomplish such intentions.

SECTION 4. In the event that any section or provision of this ordinance or any portion thereof, any paragraph, sentence, or word be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the remainder hereof as a whole or part thereof other than the part declared to be invalid.

SECTION 5. This Ordinance shall become effective immediately upon passage by the City Commission on second reading.

PASSED AND ADOPTED on 1st reading April 4, 2012.

PASSED AND ADOPTED on 2nd reading April 18, 2012.


MAYOR-COMMISSIONER

ATTEST:


CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY
FORM


V. LYNN WHITFIELD
CITY ATTORNEY

VOTE
AYE/NAY

Mayor Cooper	☒
Vice Mayor Sanders	☒
Comm. Lewy	☒
Comm. London	☒
Comm. Ross	☒

HOUSE BILL 1662

C2

8lr2363

By: **Delegates Kramer, Busch, Arentz, Aumann, Barkley, Barve, Brooks, Carey, Chang, Cullison, Davis, Fennell, Frush, Hixson, Impallaria, Jameson, Kelly, Lam, R. Lewis, Luedtke, Metzgar, Miele, Moon, Morales, Platt, Robinson, Sanchez, Stein, Valderrama, Waldstreicher, and K. Young**

Introduced and read first time: February 9, 2018

Assigned to: Economic Matters

A BILL ENTITLED

1 AN ACT concerning

2 **No More Puppy–Mill Pups Act of 2018**

3 FOR the purpose of prohibiting certain retail pet stores from offering for sale, transferring,
4 or disposing of cats or dogs; repealing certain provisions of law that authorize the
5 sale of certain cats and dogs and set forth the requirements for a retail pet store that
6 offers to sell certain cats or dogs under certain circumstances; repealing certain
7 provisions of law relating to remedies a certain purchaser is entitled to after
8 purchasing a certain cat or dog; providing for the construction of a certain provision
9 of this Act; making certain conforming changes; altering a certain definition; defining
10 a certain term; and generally relating to a prohibition on the sale, transfer, or
11 disposal of cats and dogs by retail pet stores.

12 BY repealing and reenacting, with amendments,
13 Article – Business Regulation
14 Section 19–701, 19–706, and 19–707
15 Annotated Code of Maryland
16 (2015 Replacement Volume and 2017 Supplement)

17 BY repealing and reenacting, without amendments,
18 Article – Business Regulation
19 Section 19–702
20 Annotated Code of Maryland
21 (2015 Replacement Volume and 2017 Supplement)

22 BY repealing
23 Article – Business Regulation
24 Section 19–702.1, 19–703, 19–704, and 19–705
25 Annotated Code of Maryland

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



(2015 Replacement Volume and 2017 Supplement)

BY adding to

Article – Business Regulation

Section 19–703

Annotated Code of Maryland

(2015 Replacement Volume and 2017 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
That the Laws of Maryland read as follows:

Article – Business Regulation

19–701.

(a) In this subtitle the following words have the meanings indicated.

(b) “Animal control unit” has the meaning stated in § 10–617 of the Criminal Law
Article.

(c) **(1)** “Animal welfare organization” means a nonprofit organization
[established to promote animal welfare]:

(I) that has tax exempt status under § 501(c)(3) of the U.S. Internal
Revenue Code; AND

**(II) WHOSE MISSION AND PRACTICE IS THE RESCUE OF
ANIMALS AND THE PLACEMENT OF THOSE ANIMALS IN PERMANENT HOMES.**

**(2) “ANIMAL WELFARE ORGANIZATION” DOES NOT INCLUDE AN
ORGANIZATION THAT OBTAINS ANIMALS FROM A BREEDER OR BROKER IN
EXCHANGE FOR PAYMENT OR COMPENSATION.**

(d) “Breeder” means a person who breeds or raises dogs to sell, exchange, or
otherwise transfer to the public.

**[(e) “Clinically ill” means an illness that is apparent to a licensed veterinarian
based on observation, examination, or testing of the dog.]**

(f) (1) “Dealer” means a person who, for compensation:

(i) buys, sells, or negotiates the purchase of a dog; or

(ii) delivers for transport or transports a dog.

(2) “Dealer” does not include a person who transports a dog as a carrier

1 only.

2 (g) “Nonelective surgical procedure” means a surgical procedure that is necessary
3 to preserve or restore the health of an animal or to correct a condition that would:

4 (1) interfere with the animal’s ability to walk, run, jump, or otherwise
5 function in a normal manner; or

6 (2) cause pain and suffering to the animal.]

7 (E) **“BROKER” MEANS A PERSON WHO TRANSFERS DOGS FOR RESALE BY**
8 **ANOTHER PERSON.**

9 [(h)] (F) “Offer for sale” includes to sell, offer to transfer, offer for adoption,
10 advertise for the sale, barter, auction, [giveaway] **GIVE AWAY**, or otherwise dispose of a
11 domestic animal.

12 [(i) “Purchaser” means any person who purchases a dog from a retail pet store.]

13 [(j)] (G) “Retail pet store” means a for-profit establishment open to the public
14 that sells or offers for sale domestic animals to be kept as household pets.

15 19–702.

16 This subtitle does not apply to an animal welfare organization or animal control unit
17 operating within a retail pet store.

18 [19–702.1.

19 (a) A retail pet store may offer a dog or cat for sale only if the dog or cat is obtained
20 from:

21 (1) an animal welfare organization;

22 (2) an animal control unit;

23 (3) the original breeder of the dog or cat if the breeder meets the
24 requirements under subsection (b) of this section; or

25 (4) a dealer that obtained the dog or cat from the original breeder if the
26 dealer and original breeder meet the requirements under subsection (b) of this section.

27 (b) A retail pet store shall ensure that a person under subsection (a)(3) or (4) of
28 this section from which the retail pet store obtains a dog or cat, as of the day the retail pet
29 store receives the dog or cat:

(1) holds a current license under the Animal Welfare Act from the U.S. Department of Agriculture; and

(2) has not received from the U.S. Department of Agriculture, in accordance with an enforcement action of the laws and regulations under the federal Animal Welfare Act:

(i) a citation on a final inspection report for a direct or critical violation within the 2-year period before the day the dog or cat is received by the retail pet store;

(ii) citations on two or more consecutive final inspection reports for one or more repeat noncompliant items within the 2-year period before the day the dog or cat is received by the retail pet store;

(iii) a citation on both of the two most recent final inspection reports for a no-access violation; or

(iv) three or more citations on the most recent final inspection report for separate noncompliant items other than no-access violations.]

[19–703.

(a) A retail pet store that sells dogs shall:

(1) post conspicuously on each dog's cage:

(i) the breed, age, and date of birth of the dog, if known;

(ii) if obtained from a breeder or dealer, the state in which the breeder and, if applicable, the dealer of the dog is located;

(iii) if obtained from a breeder or dealer, the United States Department of Agriculture license number of the breeder and, if applicable, the dealer;

(iv) if obtained from an animal control unit, the name of the animal control unit; and

(v) if obtained from an animal welfare organization, the name of the animal welfare organization and the organization's federal tax identification number;

(2) post conspicuously on each dog's cage or, if the posting would block viewing the dog in the cage, near the dog's cage, if obtained from a breeder or dealer, the final inspection reports for the breeder and, if applicable, the dealer, issued by the United States Department of Agriculture from the 2 years immediately before the date the pet store received the dog;

(3) maintain a written record that includes the following information about each dog in the possession of the retail pet store:

(i) the breed, age, and date of birth of the dog, if known;

(ii) the sex, color, and any identifying markings of the dog;

(iii) documentation of all inoculations, worming treatments, and other medical treatments, if known, including the date of the medical treatment, the diagnoses, and the name and title of the treatment provider;

(iv) if obtained from a breeder or dealer, the name and address of:

1. the breeder and, if applicable, the dealer who supplied the dog;

2. the facility where the dog was born; and

3. the transporter or carrier of the dog, if any;

(v) if obtained from a breeder or dealer, the United States Department of Agriculture license number of the breeder and, if applicable, the dealer;

(vi) if obtained from a breeder or dealer, the final inspection reports issued by the United States Department of Agriculture from the 2 years immediately before the date the pet store received the dog;

(vii) if obtained from an animal control unit, the name and address of the animal control unit;

(viii) if obtained from an animal welfare organization, the name and address of the animal welfare organization;

(ix) any identifier information, including a tag, tattoo, collar number, or microchip; and

(x) if the dog is being sold as registered or registrable:

1. the names and registration numbers of the sire and dam; and

2. the litter number; and

(4) for each dog acquired by the retail pet store, maintain a written record of the health, status, and disposition of the dog, including any documents that are required at the time of sale.

(b) A retail pet store shall maintain a copy of the records required under subsection (a)(3) of this section for at least 2 years after the date of sale of the dog.

(c) A retail pet store shall make the records required under subsection (a)(3) of this section available to:

(1) the Division of Consumer Protection of the Office of the Attorney General on reasonable notice;

(2) any bona fide prospective purchaser on request;

(3) the purchaser at the time of a sale; and

(4) an animal control unit.]

19-703.

(A) A RETAIL PET STORE MAY NOT OFFER FOR SALE OR OTHERWISE TRANSFER OR DISPOSE OF CATS OR DOGS.

(B) THIS SECTION MAY NOT BE CONSTRUED TO PROHIBIT A RETAIL PET STORE FROM COLLABORATING WITH AN ANIMAL WELFARE ORGANIZATION OR ANIMAL CONTROL UNIT TO OFFER SPACE FOR THESE ENTITIES TO SHOWCASE CATS OR DOGS FOR ADOPTION.

[19-704.

(a) A retail pet store shall provide to a purchaser at the time of a sale of a dog:

(1) a health certificate from a veterinarian licensed in the State issued within 30 days before the date of sale certifying that the dog:

(i) has no known disease, illness, or congenital or hereditary condition which is diagnosable with reasonable accuracy; and

(ii) does not appear to be clinically ill from parasitic infection at the time of the examination;

(2) the written record about the dog maintained by the retail pet store under § 19-703(a)(3) of this subtitle; and

(3) a statement notifying the purchaser of the specific rights available to the purchaser under this subtitle.

(b) It is an unfair or deceptive trade practice within the meaning of Title 13 of the Commercial Law Article for a retail pet store to include any false or misleading statements

1 in the health certificate or written record provided to a purchaser under subsection (a) of
2 this section.]

3 [19–705.

4 (a) (1) A person who purchased a dog from a retail pet store is entitled to a
5 remedy under this section if:

6 (i) within 7 days after the date of the sale, the person had the dog
7 examined by a veterinarian licensed in the State and, within 14 days after the date of the
8 sale, the licensed veterinarian states in writing that the dog suffers from or has died of a
9 disease or illness adversely affecting the health of the dog and that existed in the dog on or
10 before the date of delivery to the purchaser; or

11 (ii) within 180 days after the date of the sale, a licensed veterinarian
12 states in writing that the dog possesses or has died of a congenital or hereditary condition
13 adversely affecting the health of the dog or that requires hospitalization or a nonelective
14 surgical procedure.

15 (2) Intestinal or external parasites may not be considered to adversely
16 affect the health of the dog unless the presence of the parasites makes the dog clinically ill.

17 (b) (1) A purchaser entitled to a remedy under subsection (a) of this section
18 may:

19 (i) return the dog to the retail pet store for a full refund of the
20 purchase price;

21 (ii) exchange the dog for another dog of comparable value chosen by
22 the purchaser, if available; or

23 (iii) retain the dog and be reimbursed by the retail pet store for
24 reasonable and documented veterinary fees for diagnosis and treatment of the dog, not
25 exceeding the purchase price of the dog.

26 (2) Unless the owner or operator of the retail pet store contests a
27 reimbursement required under paragraph (1)(iii) of this subsection, the reimbursement
28 shall be made to the purchaser no later than 10 business days after the retail pet store
29 receives the veterinarian's statement under subsection (c) of this section.

30 (c) To obtain a remedy under this section, a purchaser shall provide to the owner
31 or operator of the retail pet store, within 5 business days after receipt, a written statement
32 from a licensed veterinarian that the dog suffers from or has died of a disease, illness, or
33 congenital or hereditary condition adversely affecting the health of the dog and that existed
34 in the dog on or before the date of delivery to the purchaser.

35 (d) A purchaser is not entitled to a remedy under this section if:

(1) the illness or death resulted from:

(i) maltreatment or neglect by the purchaser;

(ii) an injury sustained after the delivery of the dog to the purchaser;

or
(iii) an illness or disease contracted after the delivery of the dog to the purchaser;

(2) the purchaser does not carry out the recommended treatment prescribed by the veterinarian who made the diagnosis; or

(3) the illness, disease, or congenital or hereditary condition was disclosed at the time of purchase.]

[19–706.] 19–704.

(a) [Except as provided in subsection (b) of this section, a violation of this subtitle:

(1) is an unfair or deceptive trade practice within the meaning of Title 13 of the Commercial Law Article; and

(2) is subject to the enforcement and penalty provisions contained in Title 13 of the Commercial Law Article.

(b) (1)] A violation of [§ 19–702.1 of] this subtitle:

[(i)] (1) is an unfair or deceptive trade practice within the meaning of Title 13 of the Commercial Law Article; and

[(ii)] (2) except for the provisions of § 13–411 of the Commercial Law Article, is subject to the enforcement and penalty provisions contained in Title 13 of the Commercial Law Article.

[(2)] (B) Each offer of an animal for sale in violation of [§ 19–702.1 of] this subtitle is a separate violation.

[19–707.] 19–705.

Nothing in this subtitle limits[:

(1) the rights or remedies otherwise available to a purchaser;

1 (2) the ability of the owner or operator of a retail pet store and purchaser
2 to agree to additional terms and conditions that do not impair the rights granted to a
3 purchaser under this subtitle; or

4 (3)] the ability of the State or a local government to prosecute the owner or
5 operator of a retail pet store for any other violation of law.

6 SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect
7 October 1, 2018.



AMERICAN
KENNEL CLUB®

May 8, 2018

The Honorable Ken Moore
Members of the Franklin Board of Mayor and Aldermen
109 3rd Avenue South
Franklin, TN 37064

RE: AKC Supports Consumer Choice, Urges Caution in Promoting Unregulated Sources of Pets

Dear Mayor Moore and Members of the Board of Mayor and Alderman,

On behalf of responsible dog owners and future dog owners in Franklin, the American Kennel Club (AKC) wishes to share our grave concerns regarding a proposed ordinance that seeks to ban the retail sale of pets obtained from regulated breeders and promote only the sale of pets sourced from shelter and rescue distributors and importers.

The AKC shares your concerns about the wellbeing of all pets. As a not-for profit organization dedicated to the health and wellbeing of all dogs, our clubs operate the largest purebred rescue network in the nation. We advocate for responsible dog ownership and support strong enforcement of the Federal Animal Welfare Act, including the updated 2014 retail pet store rule that requires breeders who sell pets sight unseen or to pet stores to be inspected and meet federal animal welfare requirements.

We are concerned that legislation proposed in Franklin ignores these recent advances and seeks to ban the retail sale of pets obtained from licensed, inspected, and regulated breeders. We are concerned about legislation that would remove from the local markets the most regulated sources of pets, while promoting pets obtained from sources that frequently lack animal welfare oversight.

Likewise, we are concerned that numerous animal shelters, rescue groups, and humane societies are engaged in transporting "rescue" pets to and through Tennessee without obtaining required U.S. Department of Agriculture licensure and/or registration and complying with the regulations thereto. Banning properly-regulated sources of pets in favor of pets from sources that may operate without state or federal oversight is not in the best interest of either the animals or the community.

Further, we are concerned about a growing practice among certain rescue groups to purchase dogs from the same commercial sources they decry, and then transport and resell those pets without required oversight.

Of additional concern, as reported in a 2016 study which surveyed 193 individuals associated with animal shelter and rescue organizations in the U.S., "Only 19% of participants mentioned requiring health certificates, even though most state laws require them for dogs entering their state. As most of the dogs were transported by car, it is important to note that pre-transfer medical requirements, or lack thereof, have the potential to impact not only the destination organizations and their communities, but also the states and regions through which the dogs travel."

We ask you to observe that nothing in this ordinance would limit or prohibit “animal care facilities” and “animal rescue organizations” from purchasing, importing, transporting, and otherwise acquiring dogs for purposes of resale under the guise of “rescue”.

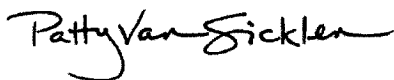
The AKC emphatically supports freedom of choice in selecting a pet. We actively promote efforts to ensure that people understand the demands of responsible ownership and have access to a pet that is right for them. An important part of ensuring the success of a pet with a new owner is to ensure that the animal selected is an appropriate fit with the owner’s lifestyle. Treasured pets may be obtained from a variety of sources, including breeders, pet stores, rescues, and local shelters. However, when consumer choice is limited and a prospective pet owner cannot acquire a pet that is an appropriate fit for their lifestyle, that animal is more likely to be returned to the shelter system.

If Franklin wishes to enact a policy that protects consumers, we encourage you to pursue a policy similar to the one adopted by the State of Connecticut. Their law prohibits retail pet stores or dealers from purchasing animals from any breeder that has been found to have committed a direct violation of USDA animal welfare regulations or three or more indirect violations of USDA regulations related to the health or welfare of an animal in the last two years. These legislative safeguards not only protect animal welfare but also preserve consumer choice and the legal operation of businesses in your community.

In the interests of our shared commitment to the wellbeing of all dogs, the American Kennel Club urges you to oppose any proposed restrictions on the retail sale of pets obtained from regulated sources, especially when such proposal concurrently promotes the acquisition and resale of pets from unregulated and foreign sources.

We would welcome the opportunity to work with you or other stakeholders to develop alternative and more effective solutions to reduce shelter intakes, expand responsible dog ownership and promote responsible pet choice in Franklin. Please do not hesitate to contact me or another member of the AKC Government Relations team at 919-816-3720 or doglaw@akc.org if you have questions or we may be of assistance.

Sincerely,



Patty Van Sicklen
Regional Manager, AKC Government Relations

Founded in 1884, the American Kennel Club (AKC) is a non-partisan, not-for-profit purebred dog registry dedicated to promoting responsible dog ownership, advocating for dogs as family companions, advancing canine health and well-being, and working to protect the rights of all responsible dog owners. The AKC represents more than 5,000 dog clubs nationally, including 92 clubs in Tennessee. In 2017, the AKC licensed and sanctioned 328 events in Tennessee in which more than 49,000 dogs participated.

ORDINANCE NO. BL2018-1159

An ordinance to amend Title 8 of the Metropolitan Code of Laws to restrict the retail sale of dogs and cats at pet stores.

WHEREAS, a significant number of puppies and kittens sold at pet stores come from large-scale, commercial breeding facilities where the health and welfare of the animals are not adequately provided for ("puppy mills" and "kitten mills," respectively). According to The Humane Society of the United States, it is estimated that 10,000 puppy mills produce more than 2,400,000 puppies a year in the United States and that most pet store dogs and cats come from puppy and kitten mills; and

WHEREAS, the documented abuses endemic to puppy and kitten mills include over-breeding; inbreeding; minimal to non-existent veterinary care; lack of adequate and nutritious food, water and shelter; lack of socialization; lack of adequate space; and lack of adequate exercise; and

WHEREAS, the inhumane conditions in puppy and kitten mill facilities lead to health and behavioral issues in the animals bred in those facilities, which many consumers are unaware of when purchasing animals from pet stores due to both a lack of education on the issue and misleading tactics of pet stores in some cases. These health and behavioral issues, which may not present themselves until sometime after the purchase of the animals, can impose exorbitant financial and emotional costs on consumers; and

WHEREAS, current federal and state regulations do not properly address the sale of puppy and kitten mill dogs and cats in pet stores; and

WHEREAS, prohibiting the sale of commercially-bred puppies and kittens at pet stores will decrease demand for puppies and kittens bred in puppy and kitten mills, and will likely increase demand for animals from animal shelters and rescue organizations; and

WHEREAS, across the country, thousands of independent pet stores as well as large chains operate profitably with a business model focused on the sale of pet services and supplies and not on the sale of commercially bred dogs or cats. Many of these stores collaborate with local animal shelters and rescue organizations to offer space and support for showcasing adoptable homeless pets on their premises; and

WHEREAS, this Ordinance will not affect a consumer's ability to obtain a dog or cat of his or her choice directly from a breed-specific rescue organization or a shelter, or from a breeder where the consumer can see directly the conditions in which the dogs or cats are bred or can confer directly with the breeder concerning those conditions; and

WHEREAS, the Metropolitan County Council believes it is in the best interests of the Metropolitan Government of Nashville and Davidson County to adopt reasonable regulations to reduce costs to Metro and its residents, protect the citizens of Nashville and Davidson County who may purchase dogs or cats from a pet store or other business establishment, help prevent inhumane breeding conditions, promote community awareness of animal welfare, and foster a more humane environment within Nashville.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Title 8 of the Metropolitan Code of Laws is hereby amended to create a new Chapter 8.30 as follows:

Chapter 8.30 – Retail Sale of Dogs and Cats at Pet Stores

Section 8.30.010 – Definitions

For the purposes of this chapter, the following terms have the following meanings:

"Animal care facility" means an animal control center or animal shelter, maintained by or under contract with any state, county, or municipality, whose mission or practice is, in whole, or significant part, protecting the welfare of animals and the placement of animals in permanent homes or with animal rescue organizations.

"Animal rescue organization" means any not-for-profit organization which has tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code, whose mission and practice is, in whole or in significant part, the rescue of animals and the placement of those animals in permanent homes. This term does not include any entity which is, or is affiliated with, or is housed on the premises of, a breeder or broker, obtains dogs from a breeder or broker in exchange for payment or compensation, or resells dogs obtained from a breeder or broker and provides payment or compensation to such breeder or broker.

"Breeder" means a person who maintains dogs or cats for the purpose of breeding and selling their offspring.

"Broker" means a person who transfers dogs or cats for resale by another.

"Cat" means all members of the cat family, including both male and female.

"Dog" means all members of the dog family, including both male and female.

"Offer for sale" means to sell, offer for sale or adoption, barter, auction, give away or otherwise transfer a dog or cat.

"Person" means any individual, partnership, corporation or association or any other legal entity, or any agent or employee thereof.

"Pet store" means a retail establishment where dogs or cats are offered for sale as pet animals to the general public at retail; provided that an animal care facility or animal rescue organization, as defined, shall not be considered "Pet Stores."

Section 8.30.020 – Restrictions on the Sale of Dogs and Cats

- A. A pet store may offer for sale only those dogs and cats that the pet store has obtained from or displays in cooperation with:
 - 1. An animal care facility, as defined in this chapter; or
 - 2. An animal rescue organization, as defined in this chapter.
- B. A pet store shall not offer for sale a dog or cat that is younger than eight weeks old.
- C. Each pet store shall maintain records sufficient to document the source of each dog or cat the pet store acquires, for at least one year following the date of acquisition. Such records shall be made available, immediately upon request, to any animal control officer, health officer, or any law enforcement agency.
- D. Each pet store offering dogs or cats for sale shall post, in a conspicuous location on the cage or enclosure of each animal, a sign listing the name of the animal care facility or animal rescue organization from which each dog or cat in the cage or enclosure was acquired.

Section 8.30.030 – Violations

Any person found in violation of any provision of this chapter shall be subject to a civil penalty of fifty dollars per day, per violation. Each animal offered for sale in violation of any provision of this chapter shall be deemed a separate offense.

Section 2. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable shall remain in full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

Section 3. This Ordinance shall take effect 90 days after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

SPONSORED BY:

Kathleen Murphy

Mary Carolyn Roberts

Mike Freeman

Mina Johnson
Members of Council

Petland, Inc.: Sick puppies, heartbroken families

A new undercover investigation reveals sick puppies at Petland stores in Las Vegas, Nevada, and Kennesaw, Georgia, including dead puppy at Georgia location

Petland, Inc.¹ is an international chain of puppy-selling pet stores with more than 80 locations in the United States. Almost all of Petland's stores sell puppies, with some franchises selling approximately 1,000 puppies a year. The Humane Society of the United States has received more than 1,200 complaints related to sick Petland puppies since 2006.

Two investigations by the Humane Society of the United States in [2008](#) and [2009](#) linked Petland's stores to inhumane, large-scale dog breeders that prioritize profit above animal welfare, known as puppy mills, as well as to distributors, aka brokers, that re-sell puppies en masse to pet stores. Petland claims it has changed its ways, but the Humane Society of the United States continues to



Puppies in the Kennesaw, Georgia, Petland store were often kept in crowded cages, with five puppies sometimes occupying a space more suitable for two. They received no regular exercise outside of their cages. / HSUS, 2018

receive complaints about sick puppies bought from Petland stores across the country. To further investigate, we placed undercover investigators with hidden cameras in two different Petland stores in fall 2018. One investigator worked at the Petland in Kennesaw, Georgia, in September and October, and another worked at the Petland in Las Vegas in November. What we saw was heartbreaking.

Findings included:

- A Kennesaw, Georgia, Petland store employee told our undercover investigator that she sometimes came into work and found puppies who had “passed away.” The employee said this happened about

¹ The Petland, Inc. chain of stores is not affiliated with Petland Discounts chain of stores in NY, NJ and CT.

three times during the four months she had been working there. She also told our investigator she tried hard to save the lives of puppies who were dying.

- After hearing about other puppies who had died at the Kennesaw store, our investigator became suspicious about a black plastic bag in the freezer. When no one was looking, she opened the bag and found a dead puppy inside. She documented the incident on hidden camera.
- At both the Kennesaw and Las Vegas locations, numerous sick puppies were kept in barren isolation rooms out of sight of customers, including puppies who were coughing, lethargic or had mucus coming from their noses.
- A very sick Maltese puppy in the Las Vegas Petland store had been confined in a cage in a back room for about a month, according to an employee. The employee told our undercover investigator they were waiting for him to die. Our investigator found out he was about to be sent back to the distributor, Pinnacle Pet, a massive broker based in Missouri, for a refund. To spare him from an uncertain fate, she asked the manager if she could buy or adopt the puppy herself. But Petland's manager refused to sell him, stating the store had already received a refund for the puppy. He said,



A dead puppy in the freezer at the Kennesaw, Georgia, Petland never got a chance to be part of a family. And at the Las Vegas Petland, our investigator tried to take home a seriously ill puppy to prevent Petland from shipping him back to Missouri for a refund, but the store manager refused. / HSUS, 2018.

“that’s how situations like this are handled.” The puppy was then shipped back on a truck. Our investigator asked the manager, “What do they do with it when they send it back?” He replied, “I have no idea.” The incident contradicts Petland’s website’s [claim](#) that “EVERY puppy finds a home” at Petland.

- A large-breed puppy who was labelled a “jumper” was kept in a stacked cage high off the ground at the Kennesaw store. Our investigator witnessed an employee dropping him while trying to take him out of his cage, and the puppy was seen repeatedly screeching in pain.
- Some puppies at both stores lived for months in crowded cages. Most of the puppies received no regular exercise outside their cages unless potential buyers asked to play with them. In the Kennesaw store in particular, cages suitable for two puppies often held four or five puppies.
- Records obtained by the HSUS from the Georgia Department of Agriculture in November 2018 indicate the Kennesaw store has been inspected multiple times due to puppies with parvovirus, respiratory infections and Giardia, some of which were reported by citizens who had purchased sick puppies. In December 2017, a number of puppies in the store were quarantined for illness. The store passes most of its inspections because it is able to show documents indicating sick puppies are monitored by a veterinarian. But our investigator at the Kennesaw store witnessed several puppy veterinary “exams” that lasted as short as 15 seconds.
- Our investigator saw numerous medications in the back room at the Kennesaw store, including a bottle labelled only “The Cure.” Pet store staff said the concoction had been mixed together by a supervisor at

the store. The bottle did not have a veterinary label nor any ingredients or dosages listed on the label, yet staff said they had been instructed to give it to puppies who had a poor appetite.

- Puppies weren't the only sick or injured animals we saw at Petland. In the Las Vegas store, our undercover employee filmed a bird with a broken wing and another bird with a head injury, both of whom were stored in a glass aquarium in a back room. Other birds had mutilated themselves by plucking out feathers.
- Truckloads of puppies were delivered weekly to both of the stores from out-of-state brokers (re-sellers), which Petland calls "distributors." Some of the puppies in the Las Vegas store came from a distributor, Pinnacle Pet, where nine puppies died after being left on a hot truck in 2015, according to United States Department of Agriculture records. And many of the puppies in the Georgia store came from a distributor in Indiana called Blue Ribbon Puppies, which delivers large numbers of puppies to many of Petland's stores, including all of its Georgia stores², and was linked to an outbreak of a drug-resistant disease by the CDC last year³. The disease, *Campylobacter*, infected more than a hundred people, most of whom contracted it through Petland puppies, according to the CDC's [outbreak advisory](#)⁴.

At the Las Vegas store, in a last-ditch effort to save the sick Maltese puppy and keep him from being sent back to the supplier, our undercover investigator called humane law enforcement. She relayed her concerns about the injured birds as well as the sick Maltese. Humane law enforcement agents came to the store just as the broker truck was arriving to take the puppy away. A few days later, the investigator asked for an update on her complaint. Law enforcement told her that the puppy had received a health check clearing him for travel, and thus they could



A Maltese puppy in the Las Vegas store whom employees said had been born with "a hole in his throat" was shipped back to the broker for a refund, even though our undercover employee offered to purchase him to spare him from an unknown fate. /HSUS, 2018

find no legal reason to prevent Petland from sending the puppy away. It is unknown what happened to the puppy after he left the store, or what happened to the injured birds.

Dead puppies and sick puppies

Accusations of sick animals are nothing new for Petland. In February 2017, a veterinarian who had worked with the Kennesaw, Georgia, Petland store for almost ten years, Dr. Michael Good, wrote a witness affidavit detailing the myriad diseases he saw in Petland's puppies: "There was no way for me to save all of the animals from death

² According to shipping documents obtained by the HSUS through public records requests between 2016 and 2018.

³ According to records the HSUS received as part of a public records request from the Indiana Department of Health in 2018.

⁴ In a later report, the CDC confirmed that additional cases may still be occurring but are no longer being tracked.

and prolonged illness because they were already incredibly sick when they arrived at the store,” he wrote. Dr. Good [told ABC News](#) he had seen numerous dead animals in the freezer at Petland Kennesaw in Georgia – the same store where our undercover employee found the dead puppy in the freezer in October 2018.

“They’d open up their freezer and there’d be dead animals in there,” Dr. Good told the news station. “Dogs: they ask two things of us as people. They want to be loved and they want to be remembered. But none of these animals I saw in those freezers were ever loved or remembered. They were just a statistic.”

Puppies in pet stores are often sick, because many of them come from inhumane and unsanitary facilities known as puppy mills. The puppies are crowded onto large broker trucks with scores of other puppies for shipment across the country, making it easy for a single sick puppy to infect many others. Buyers have reported paying hundreds of dollars, and sometimes over \$10,000 in [veterinary bills](#) trying to treat sick puppies sold by Petland. In many cases, their puppies still died. In addition to more than 1,200 complaints received by HSUS, the website *ConsumerAffairs.com* has more than [580 reviews](#) of Petland, most of them critical. Many of those reviewers also complained of sick and dying puppies, and some said Petland, through its warranty company, refused to compensate them fully for their veterinary costs.

“This has been a nightmare for my entire family and especially my 10 year old daughter as this was part of her Christmas as well. Now we are home without our little Barkley as he is fighting for his life in a local animal hospital.”

- a Kennesaw, Georgia, Petland puppy buyer

Buyers have reported sick puppies from Petland stores across the country, not just the stores that HSUS recently filmed. For example:

- A woman whose family bought a puppy from the **Sarasota, Florida**, Petland store in September 2018 told the HSUS the puppy collapsed and began having seizures within two days of purchase. The puppy’s issues were linked to a liver shunt, a congenital condition. She wrote, “The vet informed me that the puppy was sold to me sick and that eventually he would have had the seizure that he had early that day because his body had a high level of toxins. My puppy was in a coma and continued to have seizures while under life support. We called Petland [to tell them] what happened and they are not willing to pay the medical expenses for this incident. It was cruel to put a puppy and my family through this.”
- A buyer who purchased a puppy from the **Orlando, Florida**, Petland location in fall 2018 told the HSUS he noticed the puppy was vomiting in the store, but the salesperson assured the family it was nothing serious. They purchased the puppy, but she later became so sick that she had to be euthanized to relieve her suffering. The store then initially refused to cover any veterinary bills.
- A complainant whose boyfriend brought home a puppy from the **Crystal Lake, Illinois**, Petland in 2017 told the HSUS her puppy had multiple, expensive health issues. “Upon looking at her, she had an obvious eye infection. I took her to our veterinarian the next morning. She has kennel cough, pneumonia, a partially collapsed lung, and an eye infection. The pneumonia is so severe that through months of antibiotics, [and] a bronchial lavage, she is not better and now has to have a lung lobectomy. I feel they knew how sick she was since [Petland] had her on Baytril at one point before she was sold to us.” The complainant’s boyfriend spent \$2,600 for the puppy, but they accrued \$3,400 in vet bills and would need another \$5,000 to \$6,000 for the puppy’s surgery, the complainant said.

- A complainant who adopted a puppy who had originally been purchased from the **Rome, Georgia**, Petland store in 2015 is still dealing with a disabled pet years later. The puppy suffered from repeated seizures, vomiting, poor development and neurological issues, and required surgery for a liver disorder. Although he survived, the dog still suffered from neurological issues and had permanent disabilities two years after he was originally purchased, according to his new owner.
- A buyer who took home a puppy from the **Kennesaw, Georgia**, Petland store for Christmas in 2017 told the HSUS she paid \$5,000 “for a puppy that was deathly ill.” Shortly after the purchase, the puppy “was vomiting blood and diarrhea with trouble breathing.” He was taken to an emergency veterinary clinic, where “they declared him to be in critical condition and suffering from severe internal bleeding with a huge list of other critical issues caused by a parasite that had gone untreated. He also had pneumonia, an upper respiratory infection and blood sugar so low it was unreadable as well as a dangerously low white blood cell count.” The complainant added, “While I was in the local emergency vet, five other animals came in in critical condition from the same pet store and location with the same symptoms as mine. This has been a nightmare for my entire family and especially my 10-year-old daughter as this was part of her Christmas as well. Now we are home without our little Barkley as he is fighting for his life in a local animal hospital.” Sadly, the puppy passed away shortly thereafter.

Some former employees have confirmed to HSUS and on Glassdoor.com that the puppies in Petland stores where they worked were often sick. One stated on Glassdoor.com, “I saw at least twenty puppies die within my six months [as] an employee.” Another wrote, “Dogs died in my arms.”

Petland distributors linked to drug-resistant disease outbreak, other problems

Undercover investigations from the Humane Society of the United States have found that puppies in pet stores are often dosed repeatedly with strong antibiotics, often at staff discretion and with scant veterinary oversight, to address illnesses like respiratory infections, diarrhea and parasites that are common in puppies raised in large-scale commercial breeding operations. But instead of solving the problem, this has only led to a larger threat—antibiotic-resistant bacteria that can spread to humans, making some individuals who worked with or purchased Petland puppies so sick that they had to be hospitalized.



A bottle labeled simply “The Cure,” which did not have a professional label and had no ingredients or dosages listed on it, was stored with other drugs in the back room at the Kennesaw store. Some of the employees told our investigator that a supervisor told them to give the concoction to puppies with poor appetites, and they did not know what was in it. /HSUS, 2018

In January 2018, the federal Centers for Disease Control and Prevention [reported](#) that a multi-state outbreak of human *Campylobacter* infections had sickened [113 people](#) in 17 different states (a number that later increased to 118 people in 18 states); most of the people infected had had recent contact with puppies from Petland stores, and 23 people were hospitalized. In February 2018, Atlanta news station WSB-TV [reported](#) that a teenager who worked at the Mall of Georgia Petland became seriously ill after being exposed to a puppy harboring *Campylobacter*. The victim, Katie Singleton, was rushed to the hospital with a fever near 105. “It felt like you were dying,” she told the station after spending four days in the hospital.

“It’s something as a parent you don’t think of,” her mother told the news station. “You buy a puppy for Christmas; you don’t think it will be dangerous to your child.”

Consumers have repeatedly sued Petland for allegedly selling sick puppies and misleading buyers, and sometimes for allegedly making their human families ill. A November 2018 lawsuit against the Novi, Michigan, Petland alleges that a consumer became violently ill after purchasing a sick puppy who passed on a *Campylobacter* infection to his owner; the man alleges he, like Katie Singleton, was so ill he had to be [hospitalized](#).

In a September 2018 report, the CDC warned that the over-use of antibiotics in pets sold at pet stores increases public risk for drug-resistant strains of disease. Approximately 95 percent of pet store puppies the [CDC studied](#) had been medicated with strong drugs, sometimes as a preventive measure, which leads to the drug-resistant strains, the CDC report indicated. Because of the [mingling of puppies from different breeders and distributors during transport](#) and in stores, the CDC said it is difficult to pinpoint or contain the sources of disease strains like the recent *Campylobacter* outbreak, and advised pet stores to be more judicious in the use of such drugs.

Most Petland stores receive puppies from massive out-of-state resellers, also called brokers or distributors, located in top puppy mill states such as Indiana, Iowa, Missouri and Ohio. Our investigation found the Kennesaw, Georgia, Petland store and many other Petland stores were still buying from Blue Ribbon Puppies in Odon, Indiana, owned by Levi Graber. Blue Ribbon Puppies was one of the suppliers linked to the *Campylobacter* outbreak by the CDC, according to public records the HSUS obtained from the Indiana Department of Health.

The Petland store in Kennesaw was one of five Petland stores in Georgia alone that received puppies from Blue Ribbon Puppies this year. For example, during the summer of 2018, Blue Ribbon Puppies sold 161 puppies to Petland stores in Dalton, Dunwoody, Kennesaw, the Mall of Georgia in Buford, and Rome, Georgia. Many of the stores received shipments on the same day, indicating the same truck went from store to store. And altogether, the five Petland stores in Georgia received more than 450 puppies from Blue Ribbon and other brokers, including JAKS Puppies in Iowa and Homes for Canines in Ohio, during the same three month period.

In addition, the Las Vegas store and some other Petland stores also received puppies from Pinnacle Pet (Sobrad, LLC), the Missouri broker that was cited by the USDA in 2015 after nine puppies died on an overheated transport vehicle. Both Pinnacle and Blue Ribbon Puppies also sell hundreds of puppies to other Petland stores across the country, including stores in Kansas and Pennsylvania. The two stores we visited and many other Petland stores also receive regular shipments from Choice Puppies, formerly known as the Hunte Corporation, a Missouri broker that has been linked to [puppy mills](#) by both the HSUS and other animal welfare groups.

Conclusion

Our undercover footage shows that sick puppies are part of the day-to-day reality in at least two Petland stores, and we believe that many other stores have similar issues. But for the most part, Petland doesn’t seem to think there’s a problem. Petland, Inc. has given a number of honors to the Kennesaw store or its employees. In 2015, Petland nominated the Kennesaw store for a “[store of the year](#)” award, and Petland gave the store’s manager its “[manager of the year](#)” award in 2016. At its [2018](#) annual convention, Petland gave a “pet counselor of the year” award to an employee at the same location – the location where both our undercover investigator and the store’s former veterinarian saw dead puppies in the freezer.

Petland’s broader history indicates that the issues we captured on camera are not unusual. Problems with veterinary care in the stores is partly to blame, and so is the transport model most pet stores rely on. When

distributors (brokers) obtain dozens of puppies from many commercial breeders and bunch them together on multi-day transports on crowded trucks, they are subjected to extreme stress at a young age, before their immune systems are fully developed. Even a single sick puppy on the truck can expose many others to an infectious illness.

As the holiday season reaches fever pitch, the Humane Society of the United States urges consumers never to buy a puppy from a pet store, because puppies in pet stores are often sick, and many of them come from inhumane dealers known as puppy mills. [Responsible breeders](#) don't sell to pet stores, because they want to meet the families who are taking home their puppies, and stay in touch in case of any problems.

The HSUS recommends visiting an animal shelter as the most humane option when getting a new pet, and if purchasing a pet, to only purchase them from a responsible breeder who will show the buyer where the puppy was born and raised. At shelters and responsible rescue centers, healthy, vaccinated puppies, dogs, cats and other small pets are available for low adoption fees, and most of them are already spayed or neutered.

For more information on how to get a puppy from a responsible source, see humanesociety.org/puppy.

Find out more information visit humanesociety.org

"Campylobacter is usually spread from feces, he said. It's common among chickens because of the way they're raised -- all crammed together. It's possible that the same thing happens among puppies from puppy mills and pet stores, where the animals are in close contact with each other, Siegel suggested." CDC Sep 20, 2018

A local man is hospitalized after purchasing an infected puppy at

Petland Novi

<https://www.fox47news.com/news/local-news/a-local-man-is-hospitalized-after-purchasing-an-infected-puppy-at-petland-novi>

CDC: Multi-state Outbreak of Multidrug-Resistant Campylobacter Infections Linked to Contact with Pet Store Puppies

<https://www.cdc.gov/campylobacter/outbreaks/puppies-9-17/index.html>

Excerpts form the article:

A total of 113 people with laboratory-confirmed infections or symptoms consistent with Campylobacter infection were linked to this outbreak. Illnesses were reported from [17 states](#). Illnesses started on dates ranging from [January 12, 2016 to January 7, 2018](#). Ill people ranged in age from less than 1 year to 86.

Difficult to treat these infections with the antibiotics usually prescribed for Campylobacter infections. Antibiotic resistance may be associated with increased risk of hospitalization, development of a bloodstream infection, or treatment failure in patients.

--

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Suite 210 West
Atlanta, Georgia 30339
tel: 404 720-1400

February 6, 2018

Ms. Michelle M. Hatcher, P.E., Director
City of Franklin Water Management Department
124 Lumber Drive
Franklin, Tennessee 37064

Subject: Evaluation of Bids – Franklin WRF Modifications & Expansion Project
COF Contract No. 2017-0264

Dear Ms. Hatcher:

Bids for the above referenced project were received on January 4, 2018, at 2:00 p.m. Central Time and subsequently publicly opened. The bidders and their Total Bids are summarized in the certified Bid Tabulation, three copies of which are attached to this letter. The bids are listed below, and in the attached Bid Tabulation, in numerical order with the low bidder listed first.

Bidder		Total Bid
1	Brasfield and Gorrie, LLC	\$151,245,953
2	Garney Companies, Inc.	\$152,455,400 ¹
3	Kiewit Infrastructure South Co.	\$153,990,000 ¹
4	Judy Construction Company and Smith Contractors, Inc., A Joint Venture	\$176,604,000

¹ Corrected value of the Total Bid. See Page 2 for an explanation of the corrections.

The Engineer's Opinion of Probable Construction Cost (OPCC) was approximately \$108 million based on the last completed OPCC at the completion of the project design in July 2015.

Each bidder acknowledged receipt of the 12 Addenda issued for this project and supplied a Bid Bond in the amount of 5 percent of the Total Bid. Bids for this project are to remain firm for a period of 90 calendar days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening of the bids; therefore, the bids will expire on May 14, 2018.

Each bidder submitted a Bid Proposal containing the following information as required by the Bid Documents.





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- Bid Form (Section 00300), including Part 1 – Base Bid, Part 2 – Allowance Items, and Part 3 – Bid Summary
- Bid Security (Section 00410, Bid Bond Form), including Power of Attorney
- Affidavit of Drug-Free Workplace (Section 00440)
- Affidavit of Title VI Compliance (Section 00450)
- Affidavit of Non-Collusion (Section 00480)
- Tennessee Contractor's License Number and Subcontractors' License Information

CDM Smith checked the status of each bidder's contractor's license and subcontractors' licenses using the License Search and Verification service at the State of Tennessee Department of Commerce & Insurance's Web site (<http://verify.tn.gov/>). Each bidder possesses a valid Class MU (Municipal and Utility Construction) license or a combination of Class MU-A (Underground Piping) and MU-B (Water and Sewer Systems) licenses, with an Unlimited monetary limit. Kiewit Infrastructure South Co. also possesses a Class MU-C (Grading and Drainage) license.

Please refer to the paragraphs below for notes on the verification of subcontractors' licenses.

Kiewit Infrastructure South Co. was the only bidder to submit evidence that it had contacted, in letters sent and tracked via Federal Express, at least 10 certified Disadvantaged Business Enterprise (DBE) subcontractors, professional service providers, suppliers, and/or equipment vendors in order to solicit their subcontract participation in the work. This evidence must be provided in accordance with the State Revolving Fund (SRF) Loan Program's Bidder's Requirements for Solicitation and Documentation of DBE Participation, found in Section 00801, SRF Contract Requirements; however, it is not required to be submitted with the bid package. The omission of this information from the other three bidders' bid packages is not grounds for rejection of their bids.

Mathematical errors were found in Garney Companies, Inc.'s and Kiewit Infrastructure South Co.'s bid proposals. In both cases, the bidder's written (indicated) sum of the prices for each Base Bid Item was less than the calculated (correct) sum of the prices. Per Article 10.2 of the Instructions to Bidders (Section 00100), discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The corrected Total Bids for Garney Companies, Inc., and Kiewit Infrastructure South Co. are therefore included in the Bid Tabulation and in the table on the first page of this letter.

The following issues were identified during the review of the bids.





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- Brasfield & Gorrie, LLC
 - No roofing subcontractor was identified on the bid envelope; however, Tennessee Code Annotated (TCA) § 62-6-119 does not specifically require the roofing subcontractor to be identified on the bid envelope.
- Garney Companies, Inc.
 - No roofing or masonry subcontractors were identified on the bid envelope. While TCA § 62-6-119 does not specifically require the roofing subcontractor to be identified on the bid envelope, the masonry subcontractor must be identified if the total cost of the materials and labor for masonry exceeds \$100,000.

Garney Companies, Inc., does not appear to possess a Class LMC (Masonry) license in Tennessee. If the total cost of the materials and labor for masonry exceeds \$100,000, then the omission of the masonry subcontractor's information voids Garney Companies, Inc.'s bid, and such bid shall not be considered per TCA § 62-6-119.

- The Bid Bond Form and Power of Attorney were both dated December 5, 2017 rather than January 4, 2018, the date of bid opening.
- Section 00710 (Indemnification Agreement) was not included in the bid package. The omission of this form is grounds for rejection of Garney Companies, Inc.'s bid as being irregular per Article 7.2 of the Instructions to Bidders.
- Judy Construction Company and Smith Contractors, Inc., A Joint Venture
 - Electrical subcontractor license classifications written on the bid envelope did not completely match the information on the state Web site. One classification written on the envelope, CMC-V, was listed as CMC-B on the Web site.
 - No roofing subcontractor was identified on the bid envelope; however, as noted above, TCA § 62-6-119 does not specifically require the roofing subcontractor to be identified on the bid envelope.
 - Judy Construction Company and Smith Contractors, Inc., executed several forms separately. The two SRF certification forms (Certification Regarding Debarment, Suspension and Other Responsibility Matters; and Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity) executed by Smith Contractors, Inc., were copies rather than originals. Photostatic or facsimile copies of



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proposal sheets may not be attached to the Bid Proposal per Article 7.2 of the Instructions to Bidders.

- The letter from Liberty Mutual Insurance Company verifying Smith Contractors, Inc.'s bonding capacity is a copy rather than an original.
- Kiewit Infrastructure South Co.
 - Electrical subcontractor license classifications printed on the bid envelope did not completely match the information on the state Web site. The classification BC was not written on the bid envelope.
 - The Bid Bond (Section 00410) form submitted was the version issued in the Bidding Documents, not the revised form issued to bidders in Addendum No. 1, and the Power of Attorney was dated December 1, 2017, instead of the bid opening date of January 4, 2018. The use of the incorrect version of the Bid Bond form is grounds for rejection of Kiewit's bid as being irregular per Article 7.2 of the Instructions to Bidders.
 - Section 00710 (Indemnification Agreement) was not included in the bid package. The omission of this form is also grounds for rejection of Kiewit's bid as being irregular per Article 7.2 of the Instructions to Bidders.
- All four bidders selected Lord & Company, Inc., as their Process Control System Supplier (PCSS).
 - Judy Construction Company and Smith Contractors, Inc., A Joint Venture, did not include Lord & Company, Inc.'s license number, classifications, or expiration date on their bid envelope.
 - Garney Companies, Inc., did not include Lord & Company, Inc.'s classifications on their bid envelope.
 - The license number (057774) provided on the other three bidders' envelopes did not match the number in the state's database (61127). Furthermore, according to the database, Lord & Company, Inc.'s Tennessee contractor's license expired in 2012 due to a failure to renew. However, aside from fire alarm and security systems work, there do not appear to be state licensing requirements for other aspects of the PCSS' work. We are not certain whether the absence of a Tennessee contractor's license is grounds for rejection of Lord & Company, Inc., as a subcontractor or for rejection of the bids.

A bid checklist summarizing the above information in a side by side comparison format is attached. Bid irregularities for each Contractor are summarized at the bottom of the table.



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Since the bid amounts were larger than the engineer's estimate, Zack Daniel and I met with the City of Franklin staff to review the bids and discuss options for proceeding. Several options were presented and evaluated by the group. Based on the results of the meeting, CDM Smith recommends that the drawings and specifications be revised to potentially reduce cost and that the project be rebid.

CDM Smith also prepared the attached draft letter to the contractors for the City's review and use in obtaining BOMA approval. The letter indicates that all bids have been rejected and that the City intends to rebid the project after redesign to reduce cost.

The original bid packages will be returned to the City under separate cover. If you have any questions or comments, or if you require any additional information, please do not hesitate to contact me or Zack Daniel.

Sincerely,

A handwritten signature in blue ink, appearing to read "R. P. Huguenard".

Robert P. Huguenard, P.E., BCEE
Senior Project Manager
CDM Smith Inc.

cc: Brian Goodwin, City of Franklin
Mark Hilty, City of Franklin
Zack Daniel, CDM Smith
Project File (14915-96594-WRF)



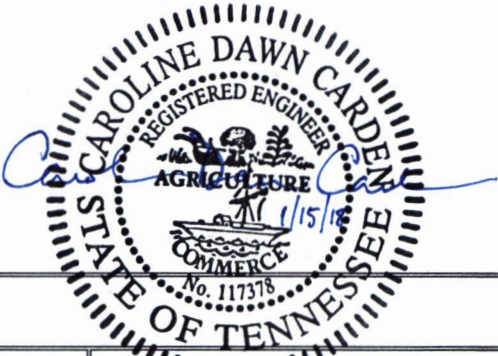
BID TABULATION SHEET

PREPARED BY CDM SMITH INC.
3200 WINDY HILL ROAD, SUITE 210 WEST
ATLANTA, GEORGIA 30339

CITY OF FRANKLIN

FRANKLIN WRF
MODIFICATIONS AND EXPANSION PROJECT
COF CONTRACT NO. 2017-0264

BID OPENING:
JANUARY 4, 2018
2:00 P.M. LOCAL TIME



CERTIFIED AS CORRECT: <i>Carol D. Carden</i>				DATE: <i>1/15/18</i>							
BIDDERS:				Brasfield & Gorrie, LLC 3021 7th Avenue South Birmingham, AL 35233 (205) 328-4000		Garney Companies, Inc. 200 Crutchfield Avenue Nashville, TN 37210 (615) 350-7975		Judy Construction Company and Smith Contractors, Inc., A Joint Venture 103 South Church Street, PO Box 457 Cythiana, KY 41031 (859) 234-6900		Kiewit Infrastructure South Co. 450 Dividend Drive Peachtree City, GA 30269 (925) 595-8774	
Item No.	Item Description	Estimated Quantity	Units	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures
PART 1 - BASE BID											
A	All work under the Bidding Documents, complete as indicated on the Drawings and Specifications, exclusive of Base Bid Items B through Q listed below.	LS	LS	\$ 140,343,000.00	\$ 140,343,000.00	\$ 138,830,000.00	\$ 138,830,000.00	\$ 162,325,807.00	\$ 162,325,807.00	\$ 142,700,107.00	\$ 142,700,107.00
B	Mobilization and Demobilization: For all costs associated with project mobilization and demobilization in accordance with the Drawings and Specifications	LS	LS	\$ 500,000.00	\$ 500,000.00	\$ 2,999,237.00	\$ 2,999,237.00	\$ 3,500,000.00	\$ 3,500,000.00	\$ 500,000.00	\$ 500,000.00
C	Pre-Negotiated Ultraviolet (UV) Disinfection System and services as supplied by TrojanUV (See Section 11265)	LS	LS	\$ 806,353.00	\$ 806,353.00	\$ 806,353.00	\$ 806,353.00	\$ 806,353.00	\$ 806,353.00	\$ 806,353.00	\$ 806,353.00
D	Pre-Negotiated Thermal Hydrolysis Pretreatment (THP) System and services as supplied by Cambi, Inc. (See Section 11351)	LS	LS	\$ 3,232,721.00	\$ 3,232,721.00	\$ 3,232,721.00	\$ 3,232,721.00	\$ 3,232,721.00	\$ 3,232,721.00	\$ 3,232,721.00	\$ 3,232,721.00
E	Solar Sludge Drying System (See Section 13265)			--\$0.00--	--\$0.00--	--\$0.00--	--\$0.00--	--\$0.00--	--\$0.00--	--\$0.00--	--\$0.00--
F	Parts and service provided by Southern Sales Company to change the speed of two sets of two (2) existing Gorman Rupp T3 scum pumps (See Appendix E and Drawings M-48 and M-49)	LS	LS	\$ 8,869.00	\$ 8,869.00	\$ 8,869.00	\$ 8,869.00	\$ 8,869.00	\$ 8,869.00	\$ 8,869.00	\$ 8,869.00
G	Structural repairs to BNR Basins 1 and 2 as shown on Drawings S-12:										
	G1. Repairs to slab and wall expansion joints (Repair Notes 1, 2, and 3)	1,730	LF	\$ 7.00	\$ 12,110.00	\$ 26.00	\$ 44,980.00	\$ 40.00	\$ 69,200.00	\$ 5.00	\$ 8,650.00
	G2. Repairs to cracked and spalled concrete (Repair Notes 4, 5, 6, 7, 9, and 11)	110	SF	\$ 440.00	\$ 48,400.00	\$ 55.00	\$ 6,050.00	\$ 115.00	\$ 12,650.00	\$ 75.00	\$ 8,250.00
	G3. Repairs to cracked and spalled concrete at beam bearing connection to existing wall (Repair Note 10)	10	SF	\$ 460.00	\$ 4,600.00	\$ 100.00	\$ 1,000.00	\$ 115.00	\$ 1,150.00	\$ 75.00	\$ 750.00
	G4. Repairs to exposed reinforcing (Repair Note 8)	40	SF	\$ 485.00	\$ 19,400.00	\$ 75.00	\$ 3,000.00	\$ 115.00	\$ 4,600.00	\$ 75.00	\$ 3,000.00
H	Structural repairs to spalled concrete at the Return Sludge Pump Station as shown on Drawing S-24	LS	LS	\$ 17,600.00	\$ 17,600.00	\$ 2,000.00	\$ 2,000.00	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00

BID TABULATION SHEET

PREPARED BY CDM SMITH INC.
3200 WINDY HILL ROAD, SUITE 210 WEST
ATLANTA, GEORGIA 30339

CITY OF FRANKLIN

FRANKLIN WRF
MODIFICATIONS AND EXPANSION PROJECT
COF CONTRACT NO. 2017-0264

BID OPENING:
JANUARY 4, 2018
2:00 P.M. LOCAL TIME



CERTIFIED AS CORRECT:				DATE: 1/15/18							
BIDDERS:				Brasfield & Gorrie, LLC 3021 7th Avenue South Birmingham, AL 35233 (205) 328-4000		Garney Companies, Inc. 200 Crutchfield Avenue Nashville, TN 37210 (615) 350-7975		Judy Construction Company and Smith Contractors, Inc., A Joint Venture 103 South Church Street, PO Box 457 Cythiana, KY 41031 (859) 234-6900		Kiewit Infrastructure South Co. 450 Dividend Drive Peachtree City, GA 30269 (925) 595-8774	
Item No.	Item Description	Estimated Quantity	Units	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures
I	Removal, onsite management, dewatering, hauling, and disposal of accumulated sludge and debris from existing structures that are dewatered for the work under this project	3,100	Tons	\$ 187.00	\$ 579,700.00	\$ 128.00	\$ 396,800.00	\$ 210.00	\$ 651,000.00	\$ 390.00	\$ 1,209,000.00
J	Removal, onsite management, dewatering, hauling, and disposal of accumulated sludge and debris from abandoned pipelines that are demolished for the work under this project	3	Tons	\$ 10,500.00	\$ 31,500.00	\$ 1,500.00	\$ 4,500.00	\$ 20,000.00	\$ 60,000.00	\$ 6,500.00	\$ 19,500.00
K	Rock and boulder excavation	3,200	Tons	\$ 62.00	\$ 198,400.00	\$ 217.00	\$ 694,400.00	\$ 75.00	\$ 240,000.00	\$ 34.00	\$ 108,800.00
L	Over Excavation and associated backfill with structural fill	6,200	CY	\$ 45.00	\$ 279,000.00	\$ 34.00	\$ 210,800.00	\$ 68.25	\$ 423,150.00	\$ 18.00	\$ 111,600.00
M	Additional photographic services as requested by the Owner per Section 01322										
	M1. Photographer's mobilization / demobilization (trip) cost	10	Trips	\$ 150.00	\$ 1,500.00	\$ 150.00	\$ 1,500.00	\$ 165.00	\$ 1,650.00	\$ 170.00	\$ 1,700.00
	M2. Photographer's hourly rate	40	Hours	\$ 150.00	\$ 6,000.00	\$ 150.00	\$ 6,000.00	\$ 165.00	\$ 6,600.00	\$ 255.00	\$ 10,200.00
N	Complete replacement of filter media in the remaining ABW Filter	LS	LS	\$ 56,000.00	\$ 56,000.00	\$ 80,000.00	\$ 80,000.00	\$ 101,000.00	\$ 101,000.00	\$ 54,000.00	\$ 54,000.00
O	On-Call Assistance and Maintenance Supervision for the Pre-Dewatering Centrifuges (See Section 11363, Paragraph 1.05D.1.g)	4	Weeks	\$ 6,700.00	\$ 26,800.00	\$ 6,750.00	\$ 27,000.00	\$ 7,000.00	\$ 28,000.00	\$ 6,750.00	\$ 27,000.00
P	Hauling, alkalinity addition, reconstitution, heating, and injection of seed sludge for the digesters (See Section 01666)	135	Tons	\$ 400.00	\$ 54,000.00	\$ 594.00	\$ 80,190.00	\$ 750.00	\$ 101,250.00	\$ 1,100.00	\$ 148,500.00
Q	Owner's Contingency	N/A	N/A	N/A	\$4,000,000.00	N/A	\$4,000,000.00	N/A	\$4,000,000.00	N/A	\$4,000,000.00
TOTAL, PART 1 - BASE BID (Items A through Q) (CALCULATED IN THIS SPREADSHEET)					\$ 150,225,953.00		\$ 151,435,400.00		\$ 175,584,000.00		\$ 152,970,000.00
TOTAL, PART 1 - BASE BID (Items A through Q) (ENTERED BY BIDDER ON BID FORM)					\$ 150,225,953.00		\$ 151,430,000.00		\$ 175,584,000.00		\$ 152,794,500.00

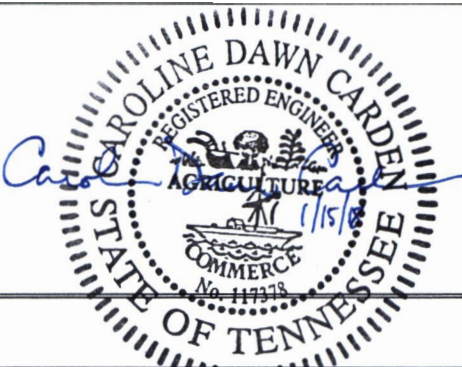
BID TABULATION SHEET

PREPARED BY CDM SMITH INC.
3200 WINDY HILL ROAD, SUITE 210 WEST
ATLANTA, GEORGIA 30339

CITY OF FRANKLIN

FRANKLIN WRF
MODIFICATIONS AND EXPANSION PROJECT
COF CONTRACT NO. 2017-0264

BID OPENING:
JANUARY 4, 2018
2:00 P.M. LOCAL TIME



CERTIFIED AS CORRECT: <i>Carol D. Carden</i>										DATE: 1/15/18	
BIDDERS:				Brasfield & Gorrie, LLC 3021 7th Avenue South Birmingham, AL 35233 (205) 328-4000		Garney Companies, Inc. 200 Crutchfield Avenue Nashville, TN 37210 (615) 350-7975		Judy Construction Company and Smith Contractors, Inc., A Joint Venture 103 South Church Street, PO Box 457 Cythiana, KY 41031 (859) 234-6900		Kiewit Infrastructure South Co. 450 Dividend Drive Peachtree City, GA 30269 (925) 595-8774	
Item No.	Item Description	Estimated Quantity	Units	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures
PART 2 - ALLOWANCE ITEMS											
1	Allowance for procurement of equipment and furnishings for the Solids Processing Building laboratory and control room	As determined by the Engineer		N/A	\$ 210,000.00	N/A	\$ 210,000.00	N/A	\$ 210,000.00	N/A	\$ 210,000.00
2	Allowance for inspection and refurbishment or replacement, as needed, of existing discharge valves at the Reuse Pump Station	As determined by the Engineer		N/A	\$ 50,000.00	N/A	\$ 50,000.00	N/A	\$ 50,000.00	N/A	\$ 50,000.00
3	Allowance for structural modifications associated with the selection of a Pre-Dewatering Centrifuge differing from that shown on the Drawings	As determined by the Engineer		N/A	\$ 50,000.00	N/A	\$ 50,000.00	N/A	\$ 50,000.00	N/A	\$ 50,000.00
4	Allowance for structural modifications associated with the selection of a Post-Dewatering Screw Press differing from that shown on the Drawings	As determined by the Engineer		N/A	\$ 20,000.00	N/A	\$ 20,000.00	N/A	\$ 20,000.00	N/A	\$ 20,000.00
5	Allowance for the purchase and installation of ground cover, shrubbery, plants, and trees as specified by the City of Franklin Building & Neighborhood Services Department	As determined by the Engineer		N/A	\$ 20,000.00	N/A	\$ 20,000.00	N/A	\$ 20,000.00	N/A	\$ 20,000.00
6	Allowance for improvements to and refurbishment of the remaining ABW Filter	As determined by the Engineer		N/A	\$ 20,000.00	N/A	\$ 20,000.00	N/A	\$ 20,000.00	N/A	\$ 20,000.00
7	Allowance for materials testing (See Section 01410)	As determined by the Engineer		N/A	\$ 500,000.00	N/A	\$ 500,000.00	N/A	\$ 500,000.00	N/A	\$ 500,000.00
8	Allowance for Middle Tennessee Electrical Membership Corporation (MTEMC) fees	As determined by the Engineer		N/A	\$ 150,000.00	N/A	\$ 150,000.00	N/A	\$ 150,000.00	N/A	\$ 150,000.00
TOTAL, PART 2 - ALLOWANCE ITEMS (Items 1 through 8)					\$ 1,020,000.00		\$ 1,020,000.00		\$ 1,020,000.00		\$ 1,020,000.00
PART 3 - BID SUMMARY											
TOTAL PART 1 - BASE BID (CALCULATED)					\$ 150,225,953.00		\$ 151,435,400.00		\$ 175,584,000.00		\$ 152,970,000.00
TOTAL PART 2 - ALLOWANCE ITEMS					\$ 1,020,000.00		\$ 1,020,000.00		\$ 1,020,000.00		\$ 1,020,000.00
TOTAL BID (CALCULATED IN THIS SPREADSHEET)					\$ 151,245,953.00		\$ 152,455,400.00		\$ 176,604,000.00		\$ 153,990,000.00
TOTAL PART 1 - BASE BID (ENTERED BY BIDDER ON BID FORM)					\$ 150,225,953.00		\$ 151,430,000.00		\$ 175,584,000.00		\$ 152,794,500.00
TOTAL PART 2 - ALLOWANCE ITEMS					\$ 1,020,000.00		\$ 1,020,000.00		\$ 1,020,000.00		\$ 1,020,000.00
TOTAL BID (ENTERED BY BIDDER ON BID FORM)					\$ 151,245,953.00		\$ 152,450,000.00		\$ 176,604,000.00		\$ 153,814,500.00

City of Franklin, Tennessee
Franklin WRF Modifications & Expansion Project
Bid Package Checklist

COLOR CODING LEGEND: **Bold blue text = Item of interest (not grounds for rejection of a bid)**
Bold red text = Grounds for rejection of a bid

		BIDDERS IN ALPHABETICAL ORDER					
Requirement		Specification Reference	Brasfield & Gorrie, LLC	Garney Companies, Inc.	Judy Construction Company and Smith Contractors, Inc., A Joint Venture		Kiewit Infrastructure South Co.
					Judy Construction Company	Smith Contractors, Inc.	
Bid Submitted Before 2:00 p.m. CT on 1/4/18? (Yes/No)		00020	Yes	Yes	Yes		Yes
Did Bidder attend October 24, 2017, Pre-Bid Conference? (Yes/No)		00100-11.1	Yes	Yes	Yes		Yes
Did Bidder attend October 24, 2017, Site Visit? (Yes/No)		00100-11.1	Yes	Yes	Yes		Yes
Did Bidder attend November 7, 2017, Site Visit? (Yes/No)		00100-11.1	Yes	Yes	Yes		Yes
Section 00100 - Instructions to Bidders							
Bidder's Tennessee Contractor License Information							
License Number(s) Listed on Envelope		00100-12.2	27321	00023798 / 275665	27654	27927	14411
Classification(s) Listed on Envelope		00100-12.2	BC-B; BC-C; MU-A; MU-B	BC-B,C; MU-A,B; CMC; HRA; HC - Unlimited	AGLM UNLIMITED; BC-B; HRA-A; HRA-C; MU-A; MU-B	AGLM UNLIMITED; BC-B; HC-3; HC-A; MU	AGLM UNLIMITED; BC; BC-30; CE; HC-A; HC-B; HRA-A; HRA-B; HRA-C; HRA-D; HRA-E; MU-A; MU-B; MU-C
Expiration Date Listed on Envelope		00100-12.2	5/31/2019	5/31/2018	9/30/2018	1/31/2019	5/31/2019
Is all information listed on envelope correct? (Compare to records on http://verify.tn.gov/) (Yes/No)			Yes	Yes	Yes	Yes	Yes
Subcontractors Listed on Bid Envelope							
Electrical Subcontractor							
Subcontractor's Name		00100-12.2	Service One, Inc.	Stansell Electric Co	Service One, Inc.		Stansell Electric Company Inc.
License Number Listed on Envelope		00100-12.2	00047138	3989	47138		0003989
Classification(s) Listed on Envelope		00100-12.2	CE; BC, CMC-B, J; Unlimited	AGLM-Unlimited; BC, CE, HRA-E1	CE; BC; CMC-V, J		CE; HRA-E-1; UNLIMITED
Expiration Date Listed on Envelope		00100-12.2	3/31/2018	4/30/2019	3/31/2018		4/30/2019
Is all information listed on envelope correct? (Compare to records on http://verify.tn.gov/) (Yes/No)			Yes	Yes	No; classification CMC-V should read CMC-B. Monetary limit was omitted but is Unlimited.		No; BC classification was omitted.

City of Franklin, Tennessee
Franklin WRF Modifications & Expansion Project
Bid Package Checklist

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		BIDDERS IN ALPHABETICAL ORDER				
Requirement	Specification Reference	Brasfield & Gorrie, LLC	Garney Companies, Inc.	Judy Construction Company and Smith Contractors, Inc., A Joint Venture		Kiewit Infrastructure South Co.
				Judy Construction Company	Smith Contractors, Inc.	
Plumbing Subcontractor						
Subcontractor's Name	00100-12.2	SM Lawrence	SM Lawrence	S.M. Lawrence		S.M. Lawrence
License Number Listed on Envelope	00100-12.2	13804	13804	13804		0013804
Classification(s) Listed on Envelope	00100-12.2	AGLM Unlimited; BC; CE; CMC; HRA; MU; S-Medical Gas	BC; CE; CMC; HRA; MU; S-Medical Gas; AGLM Unlimited	BC; CE; CMC; HRA; MU; S-MEDICAL GAS; UNLIMITED		AGLM UNLIMITED; BC; CE; CMC; HRA; MU; S-MEDICAL GAS
Expiration Date Listed on Envelope	00100-12.2	2/28/2018	2/28/2018	2/28/2018		2/28/2018
Is all information listed on envelope correct? (Compare to records on http://verify.tn.gov/) (Yes/No)		Yes	Yes	Yes		Yes
HVAC Subcontractor						
Subcontractor's Name	00100-12.2	SM Lawrence	SM Lawrence	S.M. Lawrence		S.M. Lawrence
License Number Listed on Envelope	00100-12.2	See Above	See Above	See Above		See Above
Classification(s) Listed on Envelope	00100-12.2	See Above	See Above	See Above		See Above
Expiration Date Listed on Envelope	00100-12.2	See Above	See Above	See Above		See Above
Is all information listed on envelope correct? (Compare to records on http://verify.tn.gov/) (Yes/No)		See Above	See Above	See Above		See Above
Process Control System Supplier						
Subcontractor's Name	00100-12.2	Lord & Company, Inc.	Lord & Company, Inc.	Lord & Company		Lord & Company, Inc.
License Number Listed on Envelope	00100-12.2	057774	057774	None entered		057774
Classification(s) Listed on Envelope	00100-12.2	04	None entered	None entered		04
Expiration Date Listed on Envelope	00100-12.2	5/15/2018	5/15/2018	None entered		5/15/2018
Is all information listed on envelope correct? (Compare to records on http://verify.tn.gov/) (Yes/No)		No	No	No		No

City of Franklin, Tennessee
Franklin WRF Modifications & Expansion Project
Bid Package Checklist

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		BIDDERS IN ALPHABETICAL ORDER				
Requirement	Specification Reference	Brasfield & Gorrie, LLC	Garney Companies, Inc.	Judy Construction Company and Smith Contractors, Inc., A Joint Venture		Kiewit Infrastructure South Co.
				Judy Construction Company	Smith Contractors, Inc.	
Masonry Subcontractor						
Subcontractor's Name	00100-12.2	Masonry Specialty Contractors, Inc.	None entered	Masiongale Masonry		R.G. Masonry Inc.
License Number Listed on Envelope	00100-12.2	60958	None entered	64309		0064287
Classification(s) Listed on Envelope	00100-12.2	AGLM Unlimited LMC	None entered	LMC		LMC
Expiration Date Listed on Envelope	00100-12.2	6/30/2018	None entered	3/31/2019		1/31/2019
Is all information listed on envelope correct? (Compare to records on http://verify.tn.gov/) (Yes/No)		Yes	None entered	Yes		Yes
Roofing Subcontractor						
Subcontractor's Name	00100-12.2	None entered	None entered	None entered		Abingdon Roofing
License Number Listed on Envelope	00100-12.2	None entered	None entered	None entered		0021306
Classification(s) Listed on Envelope	00100-12.2	None entered	None entered	None entered		BC20; BC21; \$2 million limit
Expiration Date Listed on Envelope	00100-12.2	None entered	None entered	None entered		9/30/2019
Is all information listed on envelope correct? (Compare to records on http://verify.tn.gov/) (Yes/No)		n/a	n/a	n/a		Yes
Section 00300 - Bid Form						
Is it the version from Addendum No. 12? (Yes/No)	Addendum 12	Yes	Yes	Yes		Yes
Are all 12 Addenda acknowledged on Page 00300-2?	00300-2	Yes	Yes	Yes		Yes
Is it completely executed, with corporate seal affixed?	00300-20 to -22	Yes	Yes	Yes	Yes	Yes

City of Franklin, Tennessee
Franklin WRF Modifications & Expansion Project
Bid Package Checklist

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		BIDDERS IN ALPHABETICAL ORDER				
Requirement	Specification Reference	Brasfield & Gorrie, LLC	Garney Companies, Inc.	Judy Construction Company and Smith Contractors, Inc., A Joint Venture		Kiewit Infrastructure South Co.
				Judy Construction Company	Smith Contractors, Inc.	
Section 00410 - Bid Bond Form						
Is it the version from Addendum No. 1? (Yes/No)	Addendum 1	Yes	Yes	Yes		No - it is the Issued for Bid version
Amount of Bid Bond (Bid Security)		Five Percent (5%) of Total Amount Bid	FIVE (5%) PERCENT OF TOTAL AMOUNT BID	Five Percent of Total Amount Bid		Five Percent of Bid
Correct Amount? (Yes/No) (= 5% of Bid Proposal)	00100-5.2	Yes	Yes	Yes		Yes
Is it completely executed? (Yes/No)		Yes	Yes	Yes		Yes
Is a certified, original, dated copy of Power of Attorney included, and is the date the same as the date on the Bid Bond Form? (Yes/No)	00100-7.1	Power of Attorney form includes embossed corporate seal. Includes combination of original and electronic signatures. Bid Bond and Power of Attorney both dated 1/4/18.	Power of Attorney form includes embossed corporate seal. Includes combination of original and electronic signatures. Bid Bond and Power of Attorney forms are all dated 12/5/17 (check with City to see if this date should be 1/4/18)	Power of Attorney Appointing Individual Attorney-In-Fact has embossed corporate seal. Power of Attorney form is original on red background. All documents dated 1/4/18.		Yes - Power of Attorney is original with red border. Bid Bond and Power of Attorney are both dated 12/1/17 (check with City to see if this date should be 1/4/18)
Is the Bid Security sealed in a separate envelope from the Bid and attached to the envelope containing the Bid?	00100-5.1	Yes	Yes	Yes		Yes
Section 00440 - Affidavit of Drug-Free Workplace						
Is it the version from Addendum No. 1? (Yes/No)	Addendum 1	Yes	Yes	Yes	Yes	Yes
Is it completely filled out, signed <u>and</u> notarized by a currently registered Notary Public? (Yes/No)		Yes	Yes	Yes	Yes	Yes
Section 00450 - Affidavit of Title VI Compliance						
Is it the version from Addendum No. 1? (Yes/No)	Addendum 1	Yes	Yes	Yes	Yes	Yes
Is it completely filled out, signed <u>and</u> notarized by a currently registered Notary Public? (Yes/No)		Yes	Yes	Yes	Yes	Yes
Section 00480 - Affidavit of Non-Collusion						
Is it the version from Addendum No. 1? (Yes/No)	Addendum 1	Yes	Yes	Yes	Yes	Yes
Is it completely filled out, signed <u>and</u> notarized by a currently registered Notary Public? (Yes/No)		Yes	Yes	Yes	Yes	Yes

City of Franklin, Tennessee
Franklin WRF Modifications & Expansion Project
Bid Package Checklist

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		BIDDERS IN ALPHABETICAL ORDER				
Requirement	Specification Reference	Brasfield & Gorrie, LLC	Garney Companies, Inc.	Judy Construction Company and Smith Contractors, Inc., A Joint Venture		Kiewit Infrastructure South Co.
				Judy Construction Company	Smith Contractors, Inc.	
Section 00710 - Indemnification Agreement						
Is it the version from Addendum No. 1? (Yes/No)	Addendum 1	Yes	Not found	Yes		Not found
Is it completely filled out? (Yes/No)		Yes	Not found	Yes		Not found
Is the bidder a Joint Venture? (Yes/No)	00100-2.7	No	No	Yes		No
Executed Joint Venture Agreement Included? (Yes/No)	00100-2.7	n/a	n/a	Yes		n/a
Contains Name of Joint Venture? (Yes/No)	00100-2.7	n/a	n/a	Yes		n/a
Contains Name and Address of Managing Partner? (Yes/No)	00100-2.7	n/a	n/a	Yes		n/a
Contains Breakdown of Shares of Each Participant in Joint Venture? (Yes/No)	00100-2.7	n/a	n/a	Yes		n/a
Includes the clause: “Notwithstanding any agreements between the joint venturers, each party of the joint venture shall be jointly and severally responsible to the Owner for all contractual undertakings of the joint venture.”? (Yes/No)	00100-2.7	n/a	n/a	Yes		n/a
Bonding Letter from Surety Company Provided? (Yes/No)	00100-2.7	n/a	n/a	Yes - letter for JV plus individual letters for each partner		n/a
Is surety company licensed to do business in Tennessee? (Yes/No)	00100-2.7	n/a	n/a	Yes (Continental Casualty Co. and Liberty Mutual Insurance Co.)		n/a
Does letter indicate that the JV is bondable for a single limit in at least the amount of the estimated construction cost? (Yes/No)	00100-2.7	n/a	n/a	Yes		n/a
Each Partner's License Number on Bid Envelope? (Yes/No)	00100-2.7	n/a	n/a	Yes		n/a

City of Franklin, Tennessee
Franklin WRF Modifications & Expansion Project
Bid Package Checklist

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BIDDERS IN ALPHABETICAL ORDER						
Requirement	Specification Reference	Brasfield & Gorrie, LLC	Garney Companies, Inc.	Judy Construction Company and Smith Contractors, Inc., A Joint Venture		Kiewit Infrastructure South Co.
				Judy Construction Company	Smith Contractors, Inc.	
SRF Contract Requirements Forms						
Certification Regarding Debarment, Suspension and Other Responsibility Matters - Completed and Signed? (Yes/No)	00801	Yes	Yes	Yes	Yes (see below)	Yes
Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity - Completed and Signed? (Yes/No)	00801	Yes	Yes	Yes	Yes (see below)	Yes
Evidence of DBE solicitations provided?	00801	No	No	No		Yes
All signatures on all documents original? (Yes/No)		No - Signatures on Power of Attorney are a combination of original and electronic.	No - Signatures on Power of Attorney are a combination of original and electronic.	Yes (for all documents executed by Judy Construction Co.)	No - Smith Construction's Certification Regarding Debarment and Certification by Proposed Prime or Subcontractor are copies. Letter from Liberty Mutual Surety is a copy.	Yes
Summary of Irregularities		1. No roofing subcontractor entered on bid envelope.	1. No classifications listed for PCSS sub on the envelope.	1. Inaccuracies in reporting electrical subcontractor classifications.	1. Inaccuracy in reporting electrical subcontractor's classifications (one class omitted).	
			2. Bid Form lists an incorrect date for Addendum 11 in the acknowledgement section.	2. No license information included on bid envelope for PCSS sub.	2. Bid Bond Form is not the version issued in Addendum 1.	
			3. Bid Bond form and associated Power of Attorney forms were dated December 5, 2017. (Discuss with City)	3. No roofing subcontractor entered on bid envelope.	3. Date of Power of Attorney and Bid Bond Form is 12/1/17. (Discuss with City)	
			4. Indemnification Agreement is missing.	4. SRF certifications by Smith Contractors are copies, not originals.	4. Indemnification Agreement was not found.	
			5. No masonry subcontractor entered on bid envelope.	5. Letter from Liberty Mutual Insurance Company is a copy, not an original.		
			6. No roofing subcontractor entered on bid envelope.			

January 15, 2018

{Contractor A}
{Street Address}
{City, State, Zip Code}

Subject: Franklin WRF Modifications & Expansion Project
COF Contract No. 2017-0264 Bids

Dear _____:

Bids for the above referenced project were received on January 4, 2018, at 2:00 p.m. Central Time and subsequently publicly opened. The four bids are listed below in numerical order, with the low bidder listed first. The Total Bids shown for Garney Companies, Inc., and Kiewit Infrastructure South Co. have been corrected to resolve conflicts between the written (indicated) sum of the Base Bid prices and the calculated (correct) sum of the prices.

Bidder		Total Bid
1	Brasfield and Gorrie, LLC	\$151,245,953
2	Garney Companies, Inc.	\$152,455,400 ¹
3	Kiewit Infrastructure South Co.	\$153,990,000 ¹
4	Judy Construction Company and Smith Contractors, Inc., A Joint Venture	\$176,604,000

¹ Corrected value of the Total Bid.

All four bids significantly exceeded the Engineer's Opinion of Probable Construction Cost (OPCC) and the available budget; therefore, all four bids are being rejected.

The City plans on performing a redesign of the design package and re-advertising the project for bid as soon as possible. Your participation in the rebid would be welcomed. If you have any questions or comments, or if you require any additional information, please do not hesitate to contact this office.

Sincerely,

{Sender's Name}
{Sender's Title}

{Contractor Name}
January 15, 2018
Page 2

cc: Michelle Hatcher, City of Franklin
Brian Goodwin, City of Franklin
Mark Hilty, City of Franklin
Bob Huguenard, CDM Smith
Zack Daniel, CDM Smith

DRAFT



**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COST RATE STUDY FOR THE WATER/WASTEWATER/RECLAIMED
WATER SYSTEM
COF Contract No. 2018-0018**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **JACKSON THORTON UTILITIES CONSULTANTS** 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:

**Cost Rate/Service Study for the
Water/Wastewater/Reclaimed Water System**

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 Not-to Exceed Amount of **SEVENTEEN THOUSAND AND NO/100 DOLLARS (\$17,000.00) FOR WATER, TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) FOR WASTEWATER, AND TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) FOR RECLAIMED WATER.**

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 201__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

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

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

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

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.

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

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

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes

effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

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

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

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

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

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

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

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

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

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

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

ARTICLE 6. SCHEDULE.

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

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

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

machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

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

ARTICLE 7. USE OF DOCUMENTS, DATA.

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

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

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

- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the

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

ARTICLE 8. INSURANCE.

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

ARTICLE 9. PAYMENT.

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

in the per diem reimbursement rates on the “CONUS” website developed by the United States General Services Administration, located at www.gsa.gov [click on ‘per diem rates’ under the ‘etools’ category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

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

ARTICLE 11. EXTENT OF AGREEMENT:

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

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

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

ARTICLE 13. SURVIVAL.

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

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Tiffani M. Pope, Staff Attorney



T 334 834 7660

F 334 956 5090

P.O. BOX 96
MONTGOMERY,
ALABAMA

36101-0096

200 COMMERCE
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JACKSONTHORNTON.COM

Alabama

Montgomery

Dothan

Prattville

Wetumpka

Tennessee

Nashville

February 12, 2018

COF CONTRACT No. 2018-0018

Attachment A

Mr. Mark Hilty
Assistant City Administrator
City of Franklin, Water Management Department
Post Office Box 305
Franklin, TN 37065Re: Engagement Arrangements for professional services
related to Revenue Requirements Analysis and
Cost of Service/Rate Study for the Water/Wastewater/Reclaimed Water
System

Dear Mr. Hilty:

We appreciate the opportunity to submit to you and the City of Franklin Water Management Department ("the City") our proposal to assist you with the Revenue Requirements Analysis and Cost of Service/Rate study detailed herein. We believe that you will find Jackson Thornton's Utilities Consulting Group to be uniquely qualified to assist the City with this project because of the extensive knowledge and experience that we have in the utilities industry.

We have performed similar cost of service and rate design projects for many other distribution systems, and will be glad to provide a list of references upon request. We currently assist more than 40 water/wastewater systems with Cost of Service/Rate Study work.

PROJECT STAFFING

We anticipate that the staff involved in the COS/Rate Study project will primarily be Jim Marshall and Sarah Chandler. I will be the principal-in-charge and Sarah will serve as the manager on this project. In addition, we have a staff of professionals dedicated to utility accounting and consulting that we can call upon if needed.

James B. Marshall, III, the principal responsible for electric, natural gas, and water and sewer utility Cost of Service/Rate Study work has worked with utilities for more than eleven years. During that time, he has provided financial forecasting, cost of service, and rate design consulting projects for utilities throughout the southeast. Jim has also worked with manufacturing and commercial companies across the country on tax issues and utility negotiations. He is certified by the Association of Energy Engineers as an Energy Procurement Professional. Jim currently serves on AWWA's Rates and Charges Committee as well as the Utility Finance Management Committee for the Kentucky/Tennessee section of AWWA.

Sarah V. Chandler has experience in the utilities industry in the areas of cost of service, rate design, and regulation. Sarah worked for 8 years at the Alabama Public Service Commission as an Advisory Staff Analyst where she reviewed and evaluated rates and other filings for utilities. She also has rate design and cost of service experience with a large interstate natural gas pipeline. She has completed training classes for financial planning, rates, fees, and charges sponsored by AWWA. Sarah serves on AWWA's Finance, Accounting, and Management Controls Committee.

PROJECT OBJECTIVE

The overall objective of this project is to provide independent analysis and objective information to allow the City to determine if its current water, wastewater, and reclaimed water rates need to be changed and, if so, where the changes in rates are needed. For the City, we propose this engagement as a multi-phased project.

Phase I – Revenue Requirements Analysis "RRA" – This phase of the project includes working with the management team to review historical accounting and cost records for plant investment and expenditures. We will also review budgets (financial, capital requirements, cash flow, etc.) and loan covenant requirements in order to determine the projected revenue requirements of each utility service and for the system. After performing this RRA, we will know if the current rates will generate the needed revenue requirements for each service provided and for the system.

Phase II – PART 1 - Prepare Embedded Water/Wastewater/Reclaimed Water Cost of Service Study "COSS" – This phase of the project includes working with your management team to perform a detailed allocation of the distribution plant, operating expenses, debt service and capital improvement projects to each rate class. From this phase we can determine if rate equity exists between rate classes. The results of this COSS will provide the support for any changes in your rates, if any are needed.

PART 2 - Prepare Preliminary Rate Designs for Each Rate Class – The second part of this phase includes using the COSS results to determine what changes in current rates are needed to generate the revenues desired from each rate class. After preliminary rates have been determined for each rate class, analysis can be prepared reflecting existing rates versus proposed rates and total revenues generated by each different rate class.

PROJECT PROCEDURES STANDARDS

The procedures employed by JTUC follow generally accepted cost of service principles. Our model is flexible to compensate for individual accounting practices. As a guideline, our water and sewer model follows the allocation processes detailed in the M-1 Manual ("Principles of Water Rates, Fees and Charges prescribed by the American Water Works Association"). Revenue requirements will be calculated using the Cash Method, unless otherwise desired. JTUC has developed a comprehensive Cost of Service model that allows Management and the City to explore all study variations desired for each system.

The assistance to be supplied by the personnel of City of Franklin Water Management Department has been discussed and coordinated with Mark Hilty, Assistant City Administrator. We will provide an information request form prior to the first on-site meeting. The timely and accurate completion of this work is essential to our completion of the services described above.

During the course of our engagement, we may accumulate records containing data that should be reflected in the City's books and records. The City will determine that all such data, if necessary, will be so reflected. Accordingly, the City will not expect us to maintain copies of such records in our possession.

CONFIRMATION OF MANAGEMENT RESPONSIBILITY

You have informed us that the audit of the City may be performed in accordance with Government Auditing Standards (GAS) as issued by the Comptroller General of the United States. GAS requires that the auditor remain independent so that opinions, findings, conclusions, judgments, and recommendations will be impartial and viewed as impartial by reasonable and informed third parties. Before we agree to provide a nonaudit service to the City, we must determine whether providing such a service would create a significant threat to our independence for GAS audit purposes, either by itself or in aggregate with other nonaudit services provided. A critical component of our determination is consideration of management's ability to effectively oversee the nonaudit service to be performed.

1. The City has designated Mark Hilty, Assistant City Administrator, a senior member of management, who possesses suitable skill, knowledge, and experience to oversee the revenue services.
2. The City will assume all management responsibilities for subject matter and scope of the revenue services.
3. The City will evaluate the adequacy and results of the services performed.
4. The City accepts responsibility for the results and ultimate use of the services.

FEES AND COSTS

Our projected time and effort for an embedded COSS/Rate Study for the Water, Wastewater and Reclaimed Water systems is as follows:

Water	\$17,000
Wastewater	\$20,000
Reclaimed Water	\$10,000

Our price includes the development of cost curves by rate class and the comparison of current to proposed rates. This price does not include time required to meet with potential customers or opposition parties for rate approval.

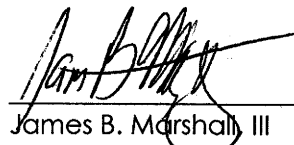
Our fees are based on the understanding that the City will provide us with the data needed in a timely basis. All reasonable travel and out-of-pocket expenses will be billed at cost. The above fees do not include travel time, which will be billed at one-half our standard billing rates and capped to 8 hours per person, per round trip.

Any changes to the project (change of test year, financial projections, rate classes, billing data, etc.) after initial criteria are set will require a change order. We will provide an estimate as to the cost of any of these changes, and will receive approval by your management before proceeding.

Our fees for these services will be billed periodically as the work progresses. We reserve the right to suspend our work and/or to terminate our engagement if any bill is not paid in full within 30 days of the bill date. In the event of suspension of

our work or termination of our engagement, such work shall not be resumed and such engagement shall not be reinstated, as the case may be, until the account balance is paid in full.

JACKSON THORNTON & CO., P.C.



James B. Marshall III
Principal



Sarah V. Chandler
Manager

Tabulation of Bids*

Purchasing Office Solicitation No.:	2018-007 (mowing and related contract services for certain City parks and certain other City-owned properties for a term of award)					
Notice to Bidders published in the Williamson Herald on:	11/9/17					
Number of vendors that were notified of/ that responded to this solicitation for bids:	21 / 3					
Date and time bids due and publicly opened:	12/12/17 2:00 PM					
Present at opening of bids:	Janet Harlan of Brentwood Lawn Care of Tennessee; Kenneth Harlan of Brentwood Lawn Care of Tennessee; Nate Thompson of LSI; David Swift of Swift Lawn and Land; Brian Walker and James Bilbo of the City of Franklin Parks Department; and Natalie Keene, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office					
Target meeting of BOMA at which recommendation is scheduled to be considered:	1/23/18					
Bids received from:	Bid No:	Does the bid include all required documents?	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Estimated total bid fee for all specified services per year:	Payment terms:	Bid and bid pricing is valid through:
Brentwood Lawn Care of Tennessee, LLC 927 Deer Run Road Murfreesboro, TN 37128 Janet Harlan, Co-Owner 615/772-3987 janet@brentwoodlawncare.com	1 of 1	Yes	Bidder takes no exceptions	\$320,850.00	net 30 days	03/01/18
Landscape Services, Inc. (LSI) 204 River Hills Drive Nashville, TN 37210 Nate Thompson, Business Development 615/761-4360 natethompson@lsipros.net	1 of 1	Yes	Bidder takes no exceptions	\$247,140.00	net 30 days	02/28/18
Swift Lawn & Land, Inc. 221 5th Ave. S. Franklin, TN 37064 David Swift, Owner 615/838-8422 david@swiftlawn.biz	1 of 1	Yes	Bidder takes no exceptions	\$556,920.00	net 30 days	02/28/18

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

City of Franklin, Tennessee
Tabulation of Bids*

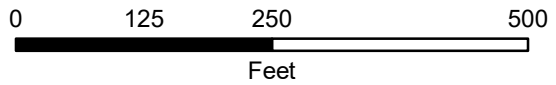
Jobsite No.	Jobsite Description	Specified estimated quantity of service dates per year	Brentwood Lawn Care of Tennessee, LLC		Landscape Services, Inc. (LSI)		Swift Lawn & Land, Inc.	
			Total bid lump-sum fee per cut for all specified services	Estimated total bid lump-sum fee per year for all specified services	Total bid lump-sum fee per cut for all specified services	Estimated total bid lump-sum fee per year for all specified services	Total bid lump-sum fee per cut for all specified services	Estimated total bid lump-sum fee per year for all specified services
1	The Park at Harlinsdale Farm – 239 Franklin Rd.	36	\$3,500.00	\$126,000.00	\$4,000.00	\$144,000.00	\$8,041.00	\$289,476.00
2	Liberty Park – 2080 Turning Wheel Lane	36	\$2,600.00	\$93,600.00	\$750.00	\$27,000.00	\$2,900.00	\$104,400.00
3	Jim Warren Park – 705 Boyd Mill Ave.	36	\$2,600.00	\$93,600.00	\$1,700.00	\$61,200.00	\$4,159.00	\$149,724.00
4	Old Liberty Pike Neighborhood Park – 204 Old Liberty Pike	36	\$35.00	\$1,260.00	\$75.00	\$2,700.00	\$50.00	\$1,800.00
5	117 Ewingville Drive	18	\$45.00	\$810.00	\$50.00	\$900.00	\$50.00	\$900.00
6	119 Ewingville Drive	18	\$45.00	\$810.00	\$75.00	\$1,350.00	\$50.00	\$900.00
7	124 Ewingville Drive	18	\$45.00	\$810.00	\$50.00	\$900.00	\$50.00	\$900.00
8	127 Ewingville Drive	18	\$45.00	\$810.00	\$50.00	\$900.00	\$50.00	\$900.00
9	1140 Thompson Alley	18	\$35.00	\$630.00	\$30.00	\$540.00	\$50.00	\$900.00
10	Ladd Park Canoe Launch – 5007 Ryecroft Lane	18	\$45.00	\$810.00	\$75.00	\$1,350.00	\$75.00	\$1,350.00
11	131 Daniels Drive	18	\$25.00	\$450.00	\$50.00	\$900.00	\$50.00	\$900.00
12	Open Space near Daniels Drive	18	\$25.00	\$450.00	\$50.00	\$900.00	\$50.00	\$900.00
13	Nissan Walking Trail	18	\$45.00	\$810.00	\$250.00	\$4,500.00	\$215.00	\$3,870.00
Grand Totals:				\$320,850.00		\$247,140.00		\$556,920.00

*Shaded bid is apparent lowest best bid

ARLINGTON PUD SUBDIVISION, REZONING,
(ORDINANCE 2017-55)
FRANKLIN MUNICIPAL PLANNING COMMISSION
1/25/2018

Project Information
 Existing Zoning: Specific Development Residential (SD-R 10.0)
 Proposed Zoning: Specific Development Residential (SD-R 11.5)
 Existing Land Use: Attached Residential
 Proposed Land Use: Attached Residential
 Character Areas: CFCO-3, CFCO-7
 Development Standard: Traditional
 Other Overlays: HPO, FFO
 Site Acreage: 0.9 acres

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



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ORDINANCE 2017-55

TO BE ENTITLED, "AN ORDINANCE TO REZONE 0.9 ACRES FROM SD-R 10.0 DISTRICT TO SD-R 11.5 DISTRICT FOR THE PROPERTY LOCATED SOUTH OF WEST MAIN STREET AND EAST OF 9TH AVENUE SOUTH, 725 WEST MAIN STREET (ARLINGTON PUD SUBDIVISION)."

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

WHEREAS, the SD-R 11.5 district provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, adopted Resolution 2017-91, 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 **SD-R 10.0** District to **S** District:

PREMISES CONSIDERED	
Map-Parcel	Acres
078C-022.00	0.9
Total	0.9

Commencing from a point of the north westerly most corner of the property conveyed to Crews West Main, L.L.C. Property is also recorded as Parcel 22, on Tax Map 78C, Group J with the Register's Office of Williamson County, Tennessee, and being more particularly described according to a survey by Wilson & Associates, P.C. dated 8-7-15 as follows:

Thence N 55°00'00.00" E a distance of 93.03 feet to a point, thence S 35°14'23.23" E a distance of 459.44' E to a point, thence N 85°07'44.95" W a distance of 121.60' to a point, thence N 35°14'39.52" W a distance of 381.48' to the POINT OF BEGINNING, containing 39,108 square feet or 0.9 acres of land, more or less.

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

PASSED FIRST READING:

PUBLIC HEARING HELD:

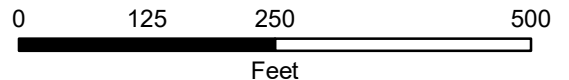
PASSED SECOND READING:

PASSED THIRD READING:

ARLINGTON PUD SUBDIVISION, REZONING,
(ORDINANCE 2017-55)
FRANKLIN MUNICIPAL PLANNING COMMISSION
1/25/2018

Project Information
 Existing Zoning: Specific Development Residential (SD-R 10.0)
 Proposed Zoning: Specific Development Residential (SD-R 11.5)
 Existing Land Use: Attached Residential
 Proposed Land Use: Attached Residential
 Character Areas: CFCO-3, CFCO-7
 Development Standard: Traditionall
 Other Overlays: HPO, FFO
 Site Acreage: 0.9 acres

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



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The Arlington at West Main

SD-R Rezone

COF Project # 6599

725 West Main Street

Being Parcel 22 on Tax Map 78C, Group J

Franklin, Williamson County, Tennessee

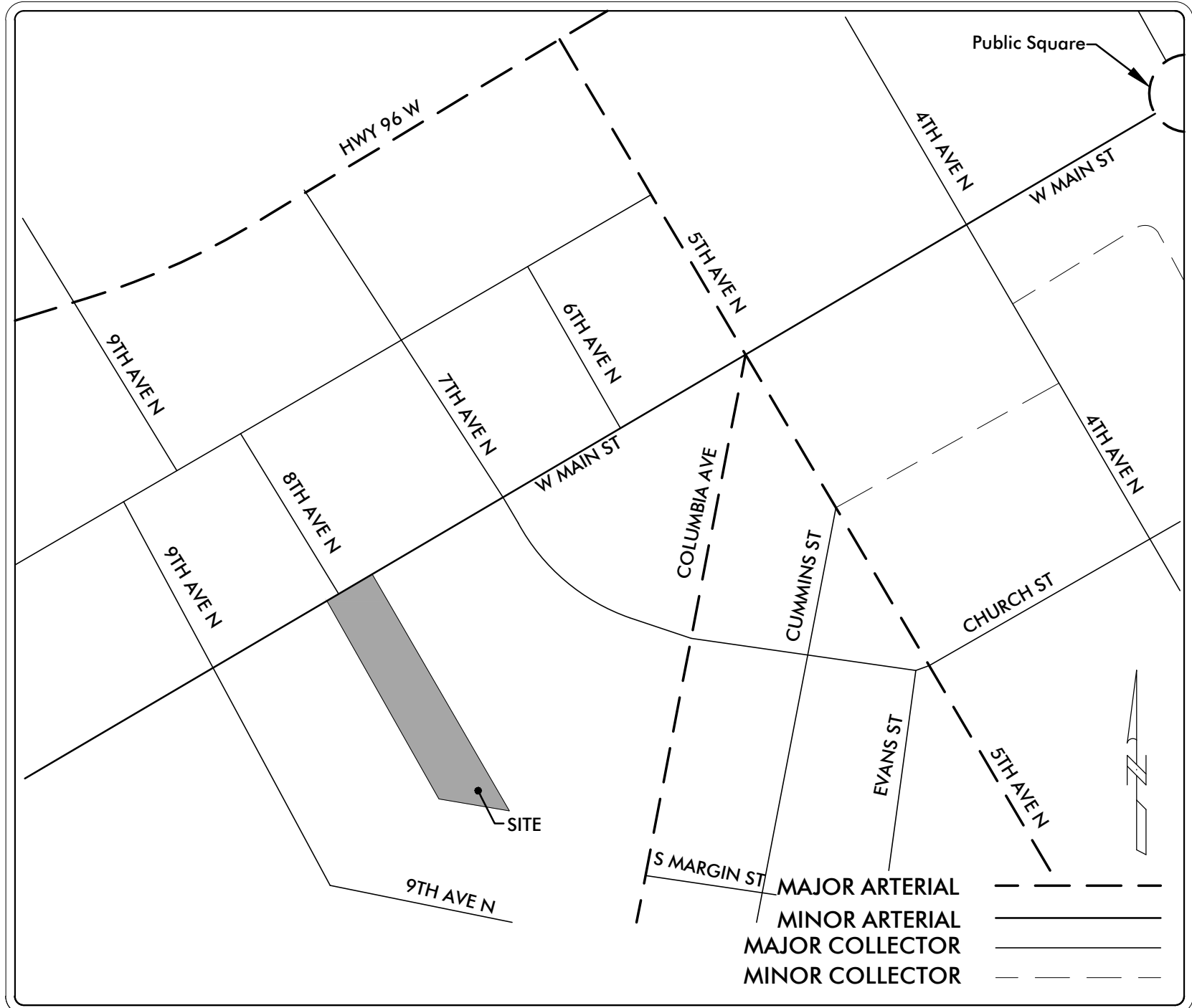
TOTAL AREA = 0.9 ACRES

Date: December 7, 2017

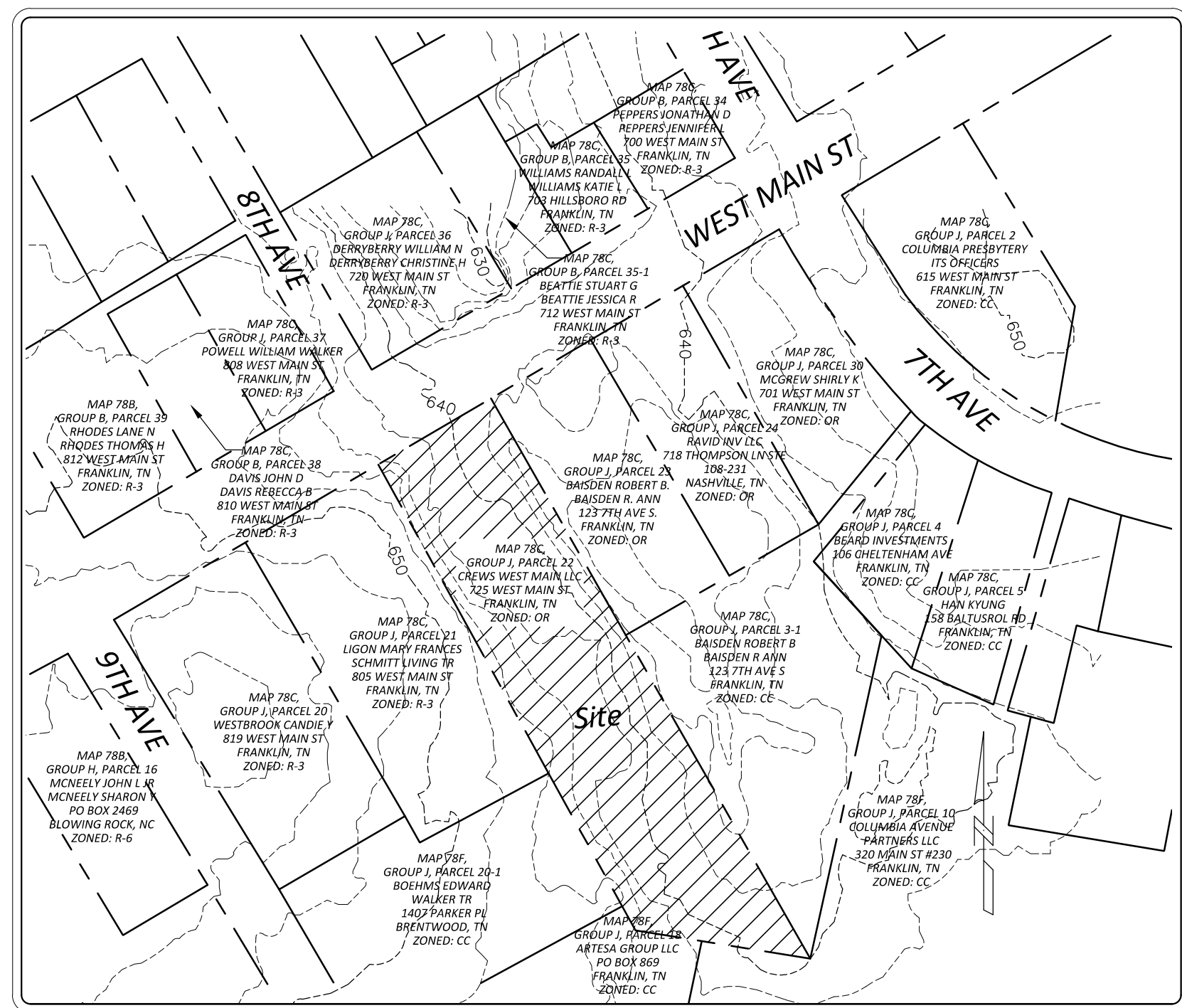
Sheet Schedule

C0.0 Notes & Project Standards

C1.0 Overall Existing Conditions Plan



LOCATION MAP
N.T.S.



VICINITY MAP
SCALE: 1" = 100'

Electric Service
Middle Tennessee Electric Membership Corporation 2156 Edward Curd Lane Franklin, Tennessee 37067 615.794.1102
Gas Service
Piedmont Natural Gas www.piedmontng.com
Water Service
City of Franklin Water and Sewer 124 Lumber Dr. Franklin, Tennessee 37064 615.794.4554
Sewer Service
City of Franklin Water and Sewer 124 Lumber Dr. Franklin, Tennessee 37064 615.794.4554
Utility Location
Tennessee One-Call 800.351.1111

Property Information
725 West Main St. Franklin, TN 37064 Tax Map 78C Group J, Parcel 22 Zoned: SDR-10
Owner
D9 Arlington, LLC 2300 Foxhaven Drive Franklin, TN 37069 Contact: Bernie Butler 615.419.6933 berniebutler@comcast.net
Developer
Bernie Butler D9 Development, LLC 131 Third Avenue North Franklin, TN 37064 615.419.6933 berniebutler@d9development.com

Civil Engineer
Dale & Associates (Adam Seger, PE) 516 Heather Place Nashville, Tennessee 37204 615.297.5166 Contact: Adam Seger adam@daleandassociates.net
Survey Provided by
Wilson and Associates, P.C. 108 Beasley Drive Franklin, TN 37064 615.794.2275
Architect
Studio 8 Design 714 Eighth Avenue South Nashville, TN 37203 615.250.8150 Contact: Anna Ruth Kimbrough arkimbrough@s8-design.com
Landscape Architect
Design Studio 908 High Point Ridge Franklin, TN 37069 615.218.8118 Contact: Jason Goddard jgoddard@designstudioplan.com

Site Data	
PROJECT NAME:	The Arlington at West Main
CITY OF FRANKLIN PROJECT #	6599
ACREAGE OF SITE/PROJECT AREA:	39,108 S.F. / 0.9 AC
SUBDIVISION:	Plan of Hincheyville Subdivision
LOT NUMBER:	6
ADDRESS:	725 West Main Street
CITY:	Franklin
COUNTY:	Williamson County
STATE:	Tennessee
ALDERMANIC WARD:	4
EXISTING ZONING & CHARACTER OV:	SD-R 10.00 / CF-CO -3, CF-CO-7
PROPOSED ZONING:	SD-R 11.50
OTHER APPLICABLE OVERLAYS:	HPO/Downtown Franklin Local Historic District
APPLICABLE DEVELOPMENT STANDARDS:	Traditional (Downtown Core)
HISTORIC BUILDINGS WITHIN 500':	St. Paul's Episcopal Church (700')
LAND USE:	10 Multi-Family Units
DENSITY:	11.5 Unit/Acre
MINIMUM REQUIRED SETBACK LINES:	
FRONT AND STREET:	15'
SIDE YARD:	5'
REAR YARD:	5'
BUILDING FOOTPRINT:	Existing - 3,240 SF Proposed - 16,311 SF
BUILDING SQUARE FOOTAGE:	Existing - 7,476 SF Proposed - 30,738 SF
BUILDING HEIGHT:	2 Stories Proposed
*PARKING REQUIREMENTS:	4 Units x 3 Bedrooms= 4 x 3 Spaces= 12 Spaces 6 Units x 2 Bedrooms= 6 x 2.5 Spaces= 15 Spaces
	Required Parking 27 Spaces Proposed Parking 27 Spaces
MINIMUM LANDSCAPE SURFACE	0.1 of Total Site

*The project proposes 10 units, which will require a Parkland Dedication fee during the final plat process. The area calculation for the fee is as follows:
10 Units x 1,200 SF = 12,000 SF

Site Description

The Arlington at West Main site is located within the Office Residential zoning district and within the CF-CO-3 and CF-CO-7 character area and HPO overlay areas. The development scope includes demolition of the existing apartment buildings currently located on the property and the construction of high-end multi-family units to be named The Arlington at West Main. We are planning to construct and entirely new and modern building that is more in keeping with the updated fabric of downtown Franklin and in compliance with the traditional, downtown core development standards, the CF-CO-3 and CF-CO-7 character area design standards, and the HPO overlay design guidelines. The future use will achieve this with the installment of these high end condominiums. Stairs and elevators providing access to all floors and outside porches and sitting areas will be built. The building will also have a driveway with a garage entrance to underground parking.

Drawing Date:
December 7, 2017

Revisions:

1/2/2018
DRT Comments

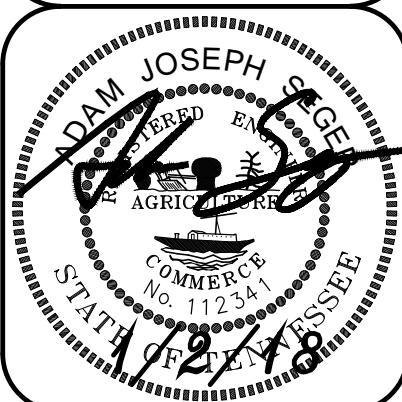
The Arlington at West Main

SDR Rezone

Being Parcel 22 on Tax Map 78C, Group J

725 West Main St.

Franklin, Williamson County, Tennessee



PERMITS:

Dale & Associates
Consulting Civil Engineering
Land Planning & Zoning
Landscape Architecture
516 Heather Place
Nashville, TN 37204
(615) 297-5166
D&A Project #15153
The Arlington at
West Main
C0.0
Sheet 1 of 2

Notes & Project Standards

Electric Service
Middle Tennessee Electric
Membership Corporation
2156 Edward Curd Lane
Franklin, Tennessee 37067
615.794.1102

Gas Service
Piedmont Natural Gas
www.piedmontng.com

Water Service
City of Franklin Water and Sewer
124 Lumber Dr.
Franklin, Tennessee 37064
615.794.4554

Sewer Service
City of Franklin Water and Sewer
124 Lumber Dr.
Franklin, Tennessee 37064
615.794.4554

Property Information
725 West Main Street
Franklin, TN 37064
Tax Map 78C Group J, Parcel 22
Zoned: SDR-10

Owner
D9 Arlington, LLC
2300 Foxhaven Drive
Franklin, TN 37069
Contact: Bernie Butler
615.419.6933
berniebutler@comcast.net

Developer
Bernie Butler
D9 Development, LLC
131 Third Avenue North
Franklin, TN 37064
615.419.6933

Civil Engineer
Dale & Associates (Adam Seger, PE)
516 Heather Place
Nashville, Tennessee 37204
615.297.5166

Survey Provided by
Wilson and Associates, P.C.
108 Beasley Drive
Franklin, TN 37064
615.794.2275

Floodnote
A Portion of This Property does Lie Within a
Flood Hazard Area as Depicted on the
Preliminary Flood Insurance Rate Maps (FIRM)
Number 47187C0211G. Dated December 22,
2016

Grading and Drainage Data Chart

- Site Area: 39,108 SF
- Impervious Area: 11,558 SF Existing, 20,400 SF Proposed
- Disturbed Area on Site (within PUD): 32,292 SF

Water and Sewer Data Chart

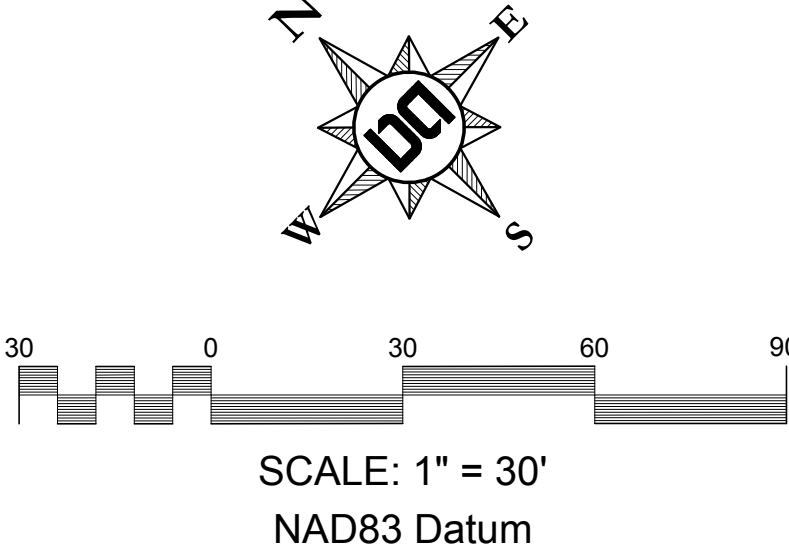
- Facility Type: Multifamily Units
- Total Flow in GPD: 3,000 GPD

Adjacent Fire Hydrant Flow Test Results

Below is a summary of Hydrant Flow Test Results from Existing Hydrants located along West Main Street to the Northeast intersection of 7th Avenue and Northwest corner of the Site. The Flowing Hydrant is at the North East Intersection of Public Square and East Main Street, while the residual hydrant is at the North East corner of East main and 2nd Avenue.

Static Pressure = 85 psi
Residual Pressure = 75 psi
Flow at Residual = 1087 gpm
Calc. Flow @ 20 psi = 3623 gpm

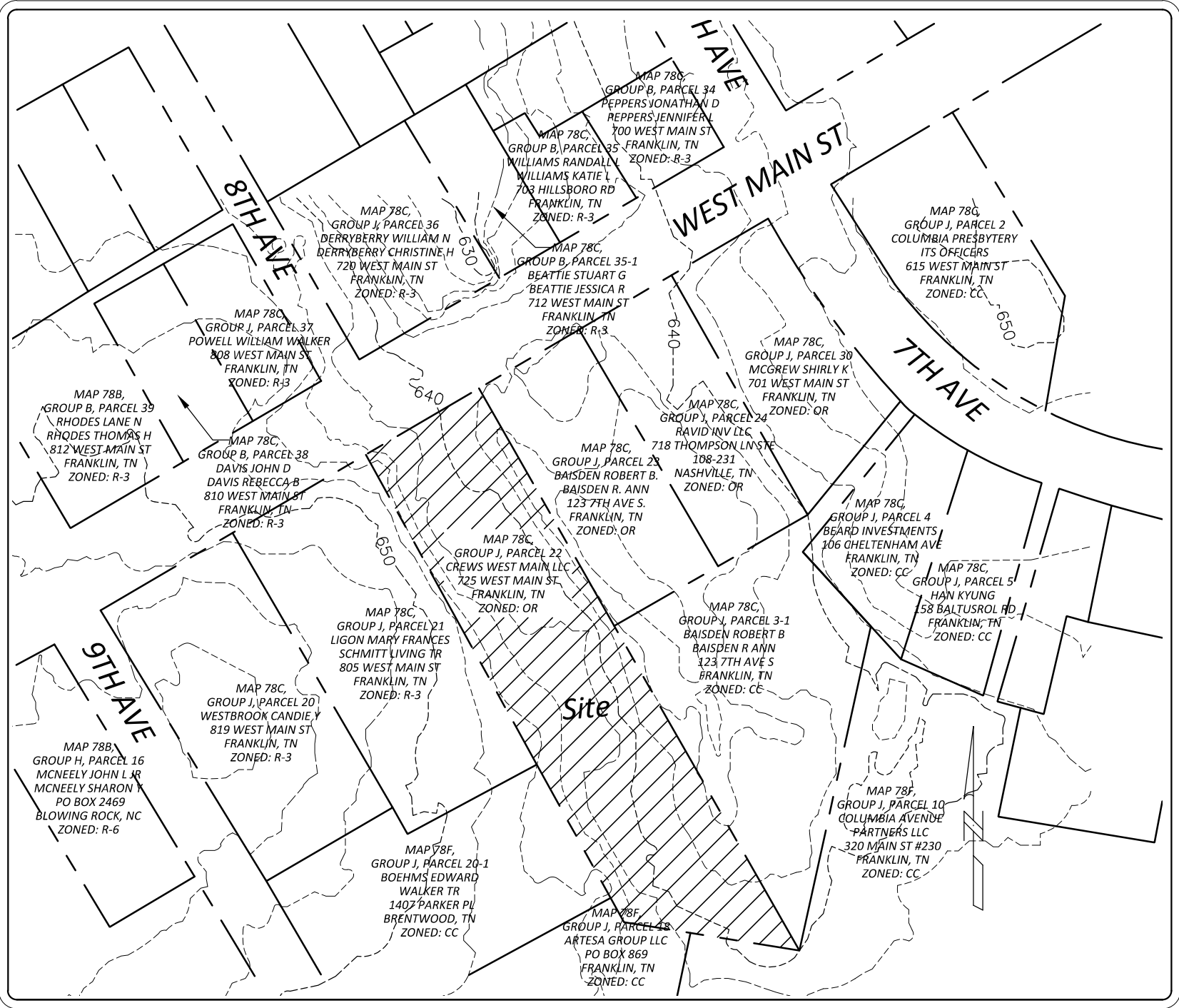
Results of the Fire Flow Model utilizing the above field data:
Ex. Fire Hydrant: 3623 gpm @ 20 psi Min Zone Pressure



No Mineral Rights are Held by Parties
Outside of the property owner

LEGEND

EXISTING IRON ROD
IRON ROD SET
EXISTING CONCRETE MONUMENT
CONCRETE MONUMENT SET
STORMWATER AREA DRAIN
STORMWATER MANHOLE
STORMWATER INLET
SEWER MANHOLE
SEWER CLEANOUT
WATER VALVE
FIRE HYDRANT
BOLLARD
STREET LIGHT
ELECTRIC BOX
TELEPHONE PODESTAL
MINIMUM BUILDING SETBACK LINE
PUBLIC UTILITY/ACCESS ESMT
CONCRETE SURFACE



VICINITY MAP
SCALE: 1" = 100'

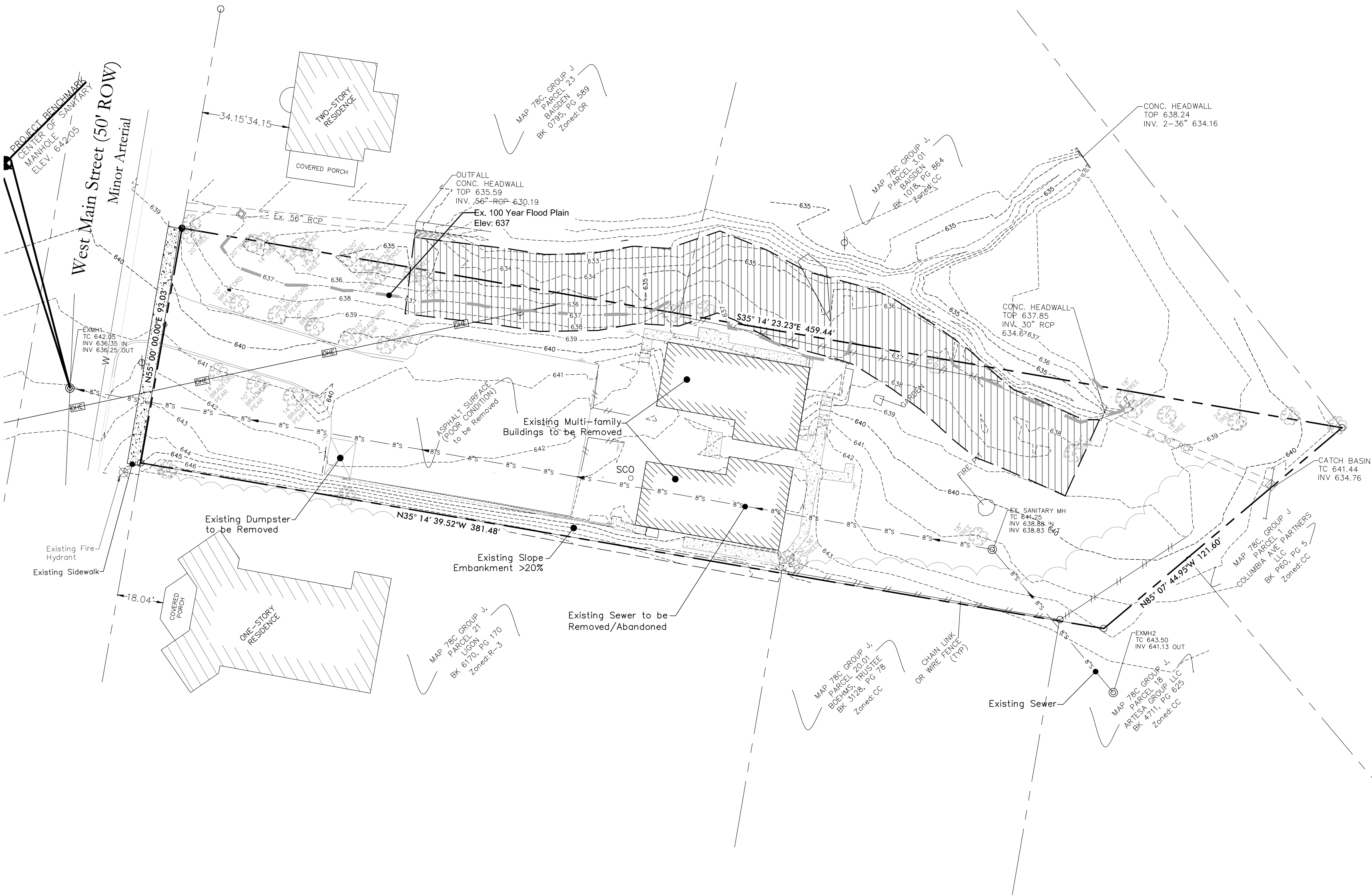
Legal Description

Commencing from a point of the north westerly most corner of the property conveyed to Crews West Main, L.L.C. Property is also recorded as Parcel 22, on Tax Map 78C, Group J with the Register's Office of Williamson County, Tennessee, and being more particularly described according to a survey by Wilson & Associates, P.C. dated 8-7-15 as follows:

Thence N 55°00'00.00" E a distance of 93.03 feet to a point, thence S 35°14'23.23" E a distance of 459.44' E to a point, thence N 85°07'44.95" W a distance of 121.60' to a point, thence N 35°14'39.52" W a distance of 381.48' to the POINT OF BEGINNING, containing 39,108 square feet or 0.9 acres of land, more or less.

Statement of Impacts

- Water and Sewer will both be provided by the City of Franklin Water and Sewer Department, the anticipated maximum domestic flow demand for this development is 3,000 GPD.
- Increased runoff is anticipated on existing storm infrastructure, therefore stormwater structures for treatment and detention are proposed and a stormwater management plan is required. Footprint of proposed improvements to site is greater than 10,000 SF of disturbed area with increase in impervious surface greater than 5,000 SF (Final ISR Forthcoming)
- The site will have its main access off of West Main St. (Minor Arterial), approximately 250' West of the intersection with 7th Ave. S. (Major Collector). Peak Traffic Flows shown below (Based on ITE Trip Generation Handbook, 8th Edition):
AM In = 1 Trip/hr PM In = 3 Trips/hr
AM Out = 4 Trips/hr PM Out = 2 Trips/hr
The Trips shown above would have a negligible impact to the existing streets.
- Site is located approximately 2,500' from the nearest Fire Department, and 700' from the nearest police department.
- The Site will be served by a Fire Sprinkler System, and is within 10' of the nearest fire Hydrant west the northwest corner of the property. Fire Flow information is provided.
- Refuse/Sanitation collection facilities will be located within the parking garage of the proposed development and will be collected via private waste management service.



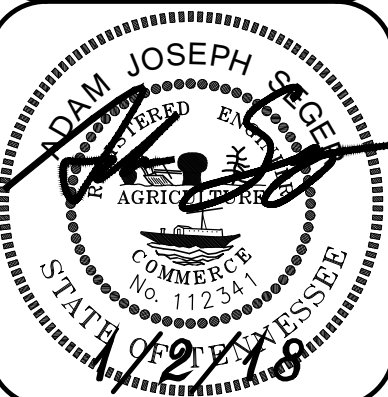
Overall Existing Conditions Plan

Dale & Associates
Consulting Civil Engineering
Land Planning & Zoning
Surveying
516 Heather Place
Nashville, Tennessee 37204
(615) 297-5166

Drawing Date:
December 7, 2017

Revisions:
1/2/2018
DRT Comments

The Arlington at West Main
SDR Rezone
Being Parcel 22 on Tax Map 78C, Group J
725 West Main St.
Franklin, Williamson County, Tennessee



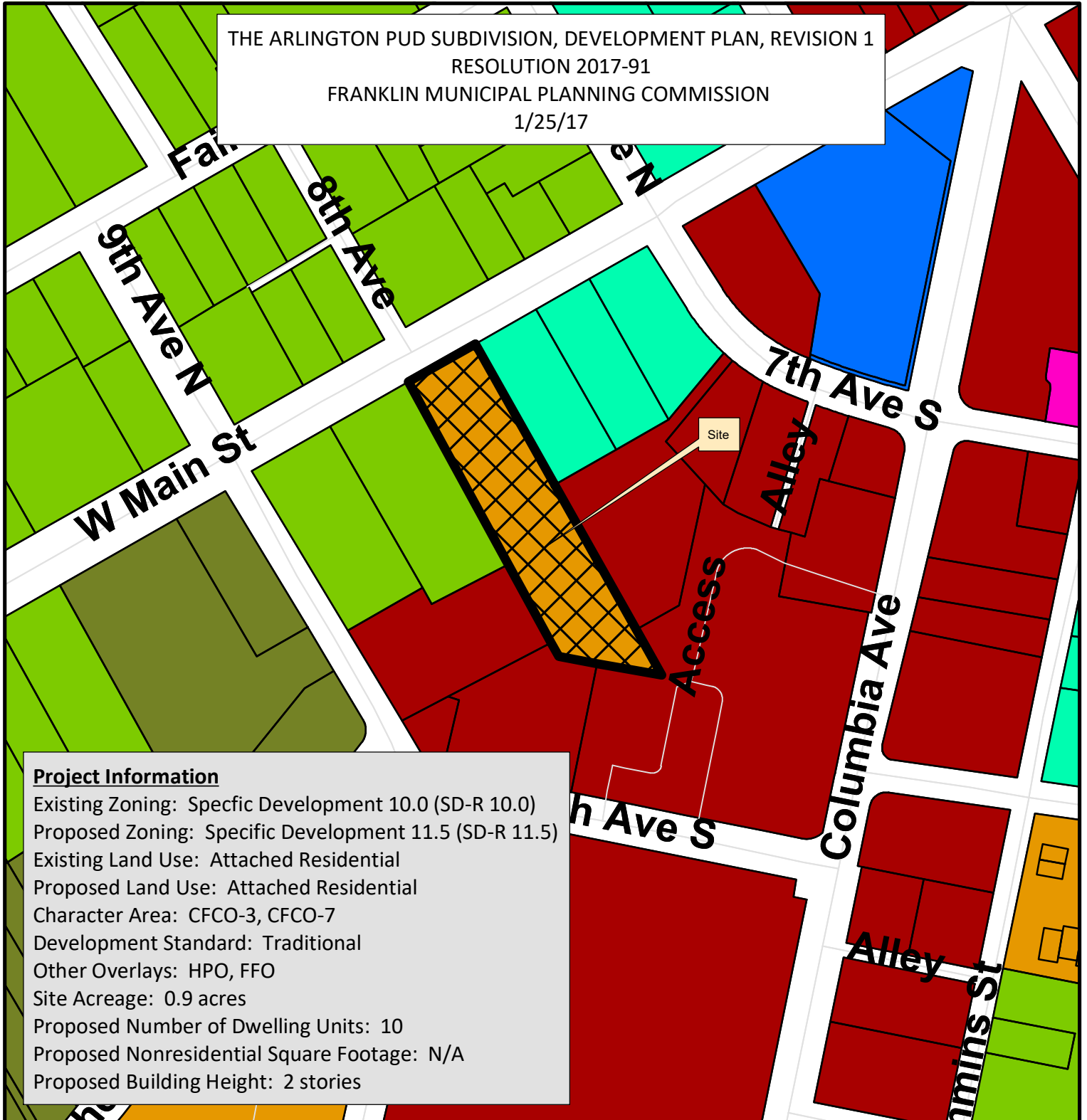
PERMITS:

D&A Project #15153
The Arlington at
West Main

C1.0

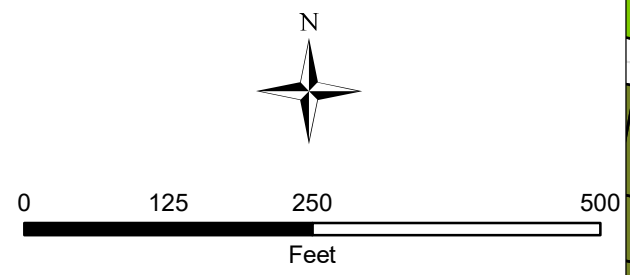
Sheet 2 of 2

THE ARLINGTON PUD SUBDIVISION, DEVELOPMENT PLAN, REVISION 1
 RESOLUTION 2017-91
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 1/25/17



Project Information
 Existing Zoning: Specific Development 10.0 (SD-R 10.0)
 Proposed Zoning: Specific Development 11.5 (SD-R 11.5)
 Existing Land Use: Attached Residential
 Proposed Land Use: Attached Residential
 Character Area: CFCO-3, CFCO-7
 Development Standard: Traditional
 Other Overlays: HPO, FFO
 Site Acreage: 0.9 acres
 Proposed Number of Dwelling Units: 10
 Proposed Nonresidential Square Footage: N/A
 Proposed Building Height: 2 stories

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



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RESOLUTION 2017-91

TO BE ENTITLED: “A RESOLUTION APPROVING A REVISED DEVELOPMENT PLAN FOR THE ARLINGTON PUD SUBDIVISION, FOR THE PROPERTY LOCATED SOUTH OF WEST MAIN STREET AND EAST OF 8TH AVENUE SOUTH, 725 WEST MAIN STREET.”

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 as part of Ordinance 2016-22 on August 23, 2016, and originally approved a Development Plan for the subject property as part of Resolution 2016-32 on August 8, 2016; and

WHEREAS, in accordance with the provisions of the City of Franklin, Tennessee, Zoning Ordinance, and as required by *Tennessee Code Annotated* § 13-4-310, as amended, the approval of the Development Plan by the BOMA in Resolution 2017-91, initiated a vesting period during which the development standards adopted by the City, and in effect on the date of approval, remain the standards applicable to the approved PUD Development Plan; and

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

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

WHEREAS, the BOMA has, or will, approve the amended zoning for the Property as part of Ordinance 2017-55.

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
078C-022.00	0.9
Total	0.9

Commencing from a point of the north westerly most corner of the property conveyed to Crews West Main, L.L.C. Property is also recorded as Parcel 22, on Tax Map 78C, Group J with the Register's Office of Williamson County, Tennessee, and being more particularly described according to a survey by Wilson & Associates, P.C. dated 8-7-15 as follows:

Thence N 55°00'00.00" E a distance of 93.03 feet to a point, thence S 35°14'23.23" E a distance of 459.44' E to a point, thence N 85°07'44.95" W a distance of 121.60' to a point, thence N 35°14'39.52" W a distance of 381.48' to the POINT OF BEGINNING, containing 39,108 square feet or 0.9 acres of land, more or less.

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

SECTION III: That the overall entitlements, as amended, for The Arlington PUD Subdivision are as follows:

Entitlements	The Arlington
Original Base Zone District Requested Base Zone District	SD-R 10.0 SD-R 11.5
Character Area Overlay	CFCO-3, CFCO-7
Other Zoning Overlays	HPO, FFP
Development Standard	Traditional
Number of Dwelling Units	10
Number of Nonresidential Square Footage	n/a
Number of Hotel Rooms	n/a
Connectivity Index	n/a
Open Space Requirements	n/a
Number of Phases in Development	1
Original Development Plan Approval	Resolution No. 2016-32 Date of approval: 8-8-2016
Approved Modification of Development Standards	MOS 1 Residential Building Length
Development Plan Revision Number	1

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

SECTION V. That this Resolution shall take effect from and after the passage of Ordinance 2017-55, 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:

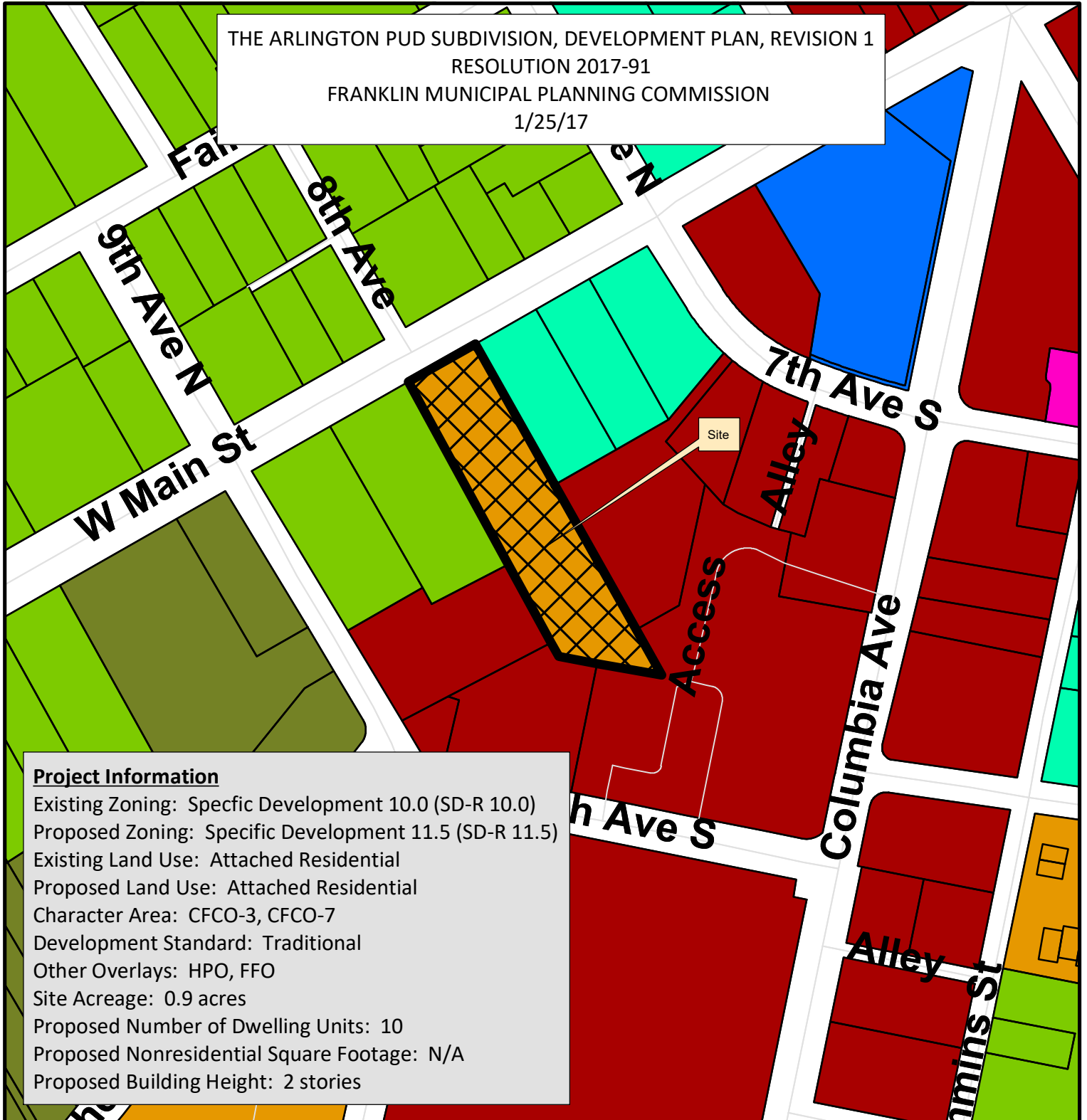
BOMA/FMPC JOINT CONCEPTUAL WORKSHOP:

NEIGHBORHOOD MEETING:

PLANNING COMMISSION RECOMMENDED APPROVAL:

PUBLIC HEARING AND BOMA APPROVAL:

THE ARLINGTON PUD SUBDIVISION, DEVELOPMENT PLAN, REVISION 1
 RESOLUTION 2017-91
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 1/25/17



Project Information
 Existing Zoning: Specific Development 10.0 (SD-R 10.0)
 Proposed Zoning: Specific Development 11.5 (SD-R 11.5)
 Existing Land Use: Attached Residential
 Proposed Land Use: Attached Residential
 Character Area: CFCO-3, CFCO-7
 Development Standard: Traditional
 Other Overlays: HPO, FFO
 Site Acreage: 0.9 acres
 Proposed Number of Dwelling Units: 10
 Proposed Nonresidential Square Footage: N/A
 Proposed Building Height: 2 stories

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

N

0 125 250 500

Feet

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 It was compiled from the most authentic information available.
 The City is not responsible for any errors or omissions contained herein.
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CONDITIONS OF APPROVAL:

Open Issues: 11

Engineering - PUD Plan Checklist

General Issues

21. B. General Information

lance.fittro@frankltn.gov Construction phasing / staging areas are to be addressed in detail at the Site Plan stage such that the proposed development remains constructable without compromising the stream, stream buffer, or relocated sanitary sewer. Self-imposed site constraints due to the intensity of proposed development shall not be construed as a basis for compromising City standards during construction.

mtaylor@s8-design.com Noted for Site Plan Review.

lance.fittro@frankltn.gov Construction phasing / staging areas are to be addressed in detail at the Site Plan stage such that the proposed development remains constructable without compromising the stream, stream buffer, or relocated sanitary sewer. Self-imposed site constraints due to the intensity of proposed development shall not be construed as a basis for compromising City standards during construction. This comment to remain open to be addressed with the Site Plan, but **does not hinder approval of the Development Plan.**

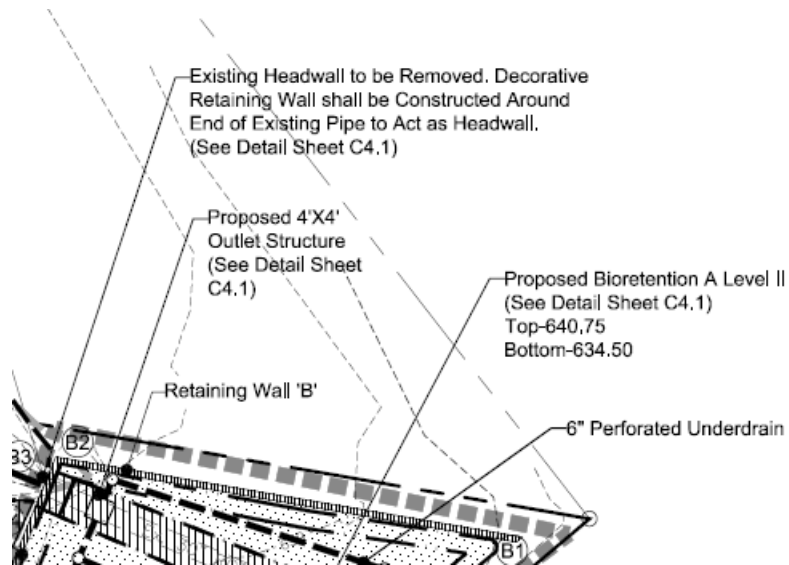
23. H. Stormwater Management Plan

lance.fittro@frankltn.gov Revise note to read, "Prior to buffer enhancement, the buffer area shall be aerated to offset any compaction impacts that have occurred during construction."

As a condition of approval of the buffer encroachment during construction discussed in the meeting on 10/4/16, add a note outlining what type of buffer disturbance will be taking place within the buffer and what types of construction impacts will be occurring in these areas. Include details of how the existing headwall is to be removed and replacement headwall and footer are to be constructed.

mtaylor@s8-design.com The "Zone 1 Buffer Note" on Sheet C4.0 has been revised accordingly.

lance.fittro@franklinton.gov Applicant shall provide the Detail Sheet C4.1 which is referenced twice on C4.0 but does not appear in the submitted plan set.



Fire-Planning

The Arlington at West Main - submittal 001.pdf

1. Fire Protection

geoffw@franklintn.gov	Please provide the results a full fire demand flow test (two hydrant). The results provided on C3.0 and C5.0 indicate a test date of April 28, 2016. The flow test must be performed within six (6) months of submittal date to be considered valid. Seasonal fluctuations should be discussed with the appropriate water utility based on the project's address/location. Additionally, A 25% drop in pressure from static to residual should be achieved. This may require more than one hydrant to be opened and flowed. The fire inspector witnessing the test may elect to have different hydrants tested based on public vs private hydrant locations or select hydrants more optimal to the project site. Fire flow requirements in the International Fire Code shall be met as a minimum or fire sprinklers shall be provided if not otherwise required. The minimum information required shall include: 1. Date and time of test. 2. Names and agency of those who performed the test and witnessed the test. 3. Hydrant locations (flow hydrant and test hydrant) depicted on a map. 4. Static pressure of both hydrants prior to test. 5. Residual pressure of test hydrant during test. 5. Pitot pressure of flow hydrant during test. 6. Gallons per minute at test pressure. 7. Gallons per minute at 20 psi. A fire inspector must be contacted to witness the test (subject to their availability). Please call 615-791-3270 to speak with an inspector. The primary inspector for this project location is Fire Inspector Curt Edelmann. [Edited By Geoff Woolard]
mtaylor@s8-design.com	A new full fire demand flow test (two hydrant) test has been ordered.
geoffw@franklintn.gov	This item has not been addressed. As noted from 11/8/2107, please provide the results of a full demand, two-hydrant fire flow test. If results are not provided at the second submittal, along with all required information noted earlier, the project may not be permitted to proceed for review. [Edited By Geoff Woolard]
mtaylor@s8-design.com	New Fire Flow Tests (2 hydrant) have been performed and a copy of the test data is included as part of the resubmittal. [Edited By Matthew Taylor]

3. Fire Sprinkler System

geoffw@franklintn.gov	Please provide the proposed location for the fire sprinkler system riser room. Fire protection piping shall not run underneath a building except to the minimum extent necessary to enter the building adjacent to the foundation. (NFPA 24, 13:10.6)
-----------------------	--

mtaylor@s8-design.com	Proposed location of fire sprinkler riser room is labeled on Sheet A1.0.
geoffw@franklintn.gov	C5.0/A1.0 Based on the provided Utility Plan and Preliminary Building Floor Plans, the applicant is advised that, at Site Plan, the underground fire line will have to be run along the exterior of the building. NFPA 24 does not permit underground fire water lines to be run under foundation or similar for more than 10 feet maximum. The exposed airspace of the garage would not meet requirements for freeze protection of water piping. [Edited By Geoff Woolard]
mtaylor@s8-design.com	The Fire Sprinkler room has been moved to the front of the building where the fire line enters the building to prevent running the line underground along the East side of the building. Fire lines will be run within the parking garage to each standpipe location in the egress stairs and the stand pipe on the East wall . The parking garage will be heated to prevent pipes from freezing.

Parks

General Issues

25. Parkland information

kevinl@franklintn.gov	Parks-The fees shall be due before the final plat can be recorded. This property lies in the Quad 4 max price at \$200,000 acre. When ready, you may submit a recent appraisal to show property value or go with the \$200,000 max price range to figure fees. If you send in an appraisal, this will have to be approved through the city Finance Department which could take several weeks to approve. Thanks
--	---

Preservation/HZC

General Issues

15. Exterior Elevation Change

amanda.rose@franklintn.gov	The proposed alteration to the front porch requires consideration and approval by the Historic Zoning Commission prior to site plan approval.
mtaylor@s8-design.com	Note for Site Plan Approval.

Water/Sewer

General Issues

14. Sanitary sewer

ben.mcneil@franklintn.gov	Applicant shall ensure that the building footers will not be in the sanitary sewer easement. Applicant shall note to the development plan, that states the easement shall be clear of all structures and foundations shall not encroach on sanitary sewer easement.
mtaylor@s8-design.com	The footing under the West wall will be a property line footing (eccentric footing) to prevent sewer easement encroachment.

ben.mcneil@franklintn.gov	I am in agreement with the building footing that is laid out in the above comments, applicant shall label the footer type along the sanitary sewer main on the development plan.
---------------------------	--

Zoning

General Issues

16. FFO

shanna.mccoy@franklintn.gov	The applicant shall obtain a floodplain development permit prior to any disturbance of the FFO.
-----------------------------	---

mtaylor@s8-design.com	Noted for Site Plan review.
-----------------------	-----------------------------

17. FFO/FEMA

shanna.mccoy@franklintn.gov	The applicant shall obtain a letter of map amendment from FEMA for any flood plain alteration.
-----------------------------	--

mtaylor@s8-design.com	Noted for Site Plan review.
-----------------------	-----------------------------

18. FFO

shanna.mccoy@franklintn.gov	Once the LOMR is approved by FEMA it must be approved by BZA.
-----------------------------	---

mtaylor@s8-design.com	Noted for Site Plan review.
-----------------------	-----------------------------

19. FFO/FEMA

shanna.mccoy@franklintn.gov	Please update flood note information to correctly reference the most recently adopted FEMA FIRM.
-----------------------------	--

mtaylor@s8-design.com	Flood Note has been revised to reflect the recently adopted FEMA FIRM.
-----------------------	--

**Middle Tennessee Electric
Membership Corporation
2156 Edward Curd Lane
Franklin, Tennessee 37067
615.794.1102**

Piedmont Natural Gas
www.piedmontng.com

City of Franklin Water and Sewer
124 Lumber Dr.
Franklin, Tennessee 37064
615.794.4554

City of Franklin Water and Sewer
124 Lumber Dr.
Franklin, Tennessee 37064
615.794.4554

725 West Main Street
Franklin, TN 37064
Tax Map 78C Group J, Parcel 22
Zoned: SDR-10

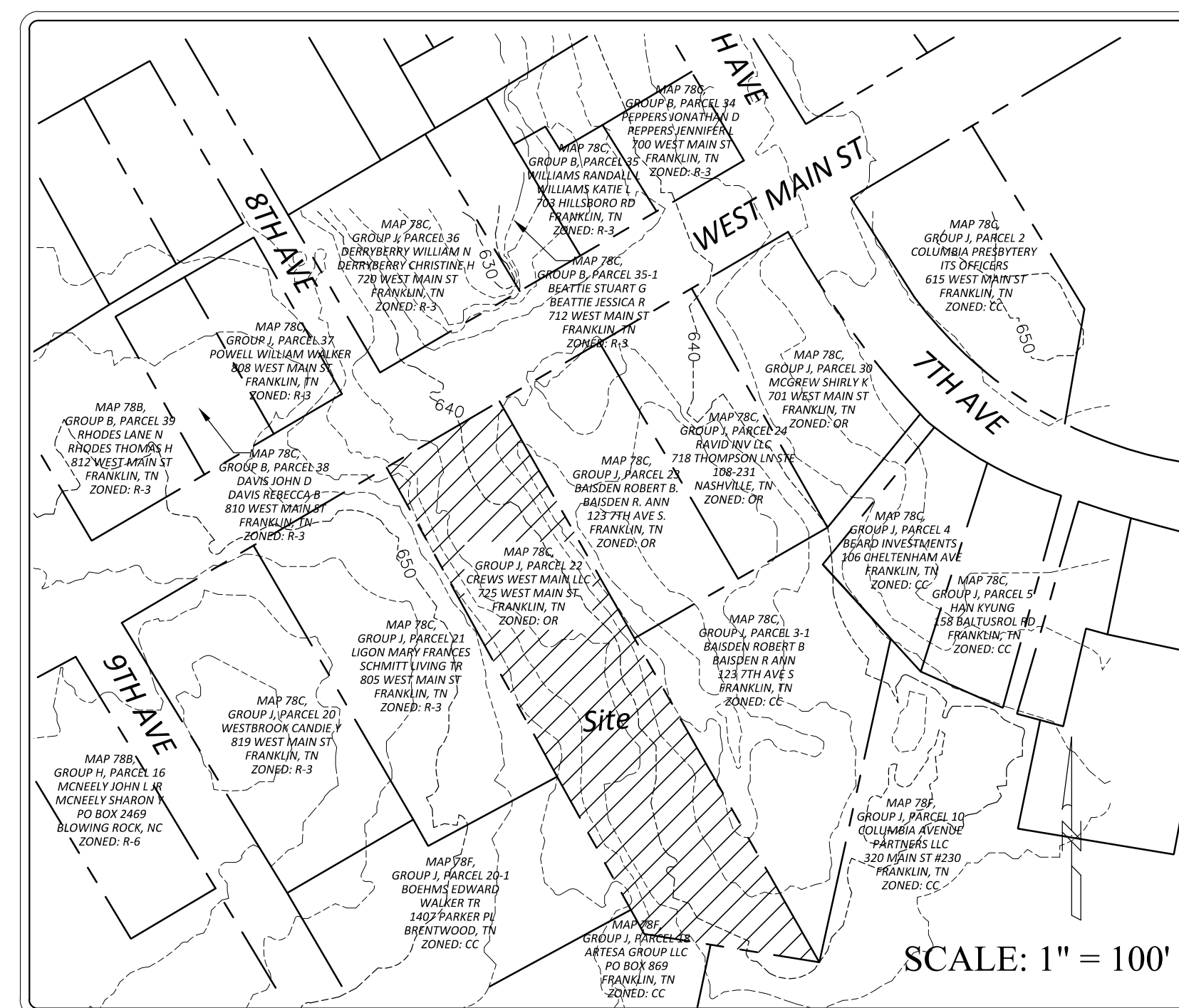
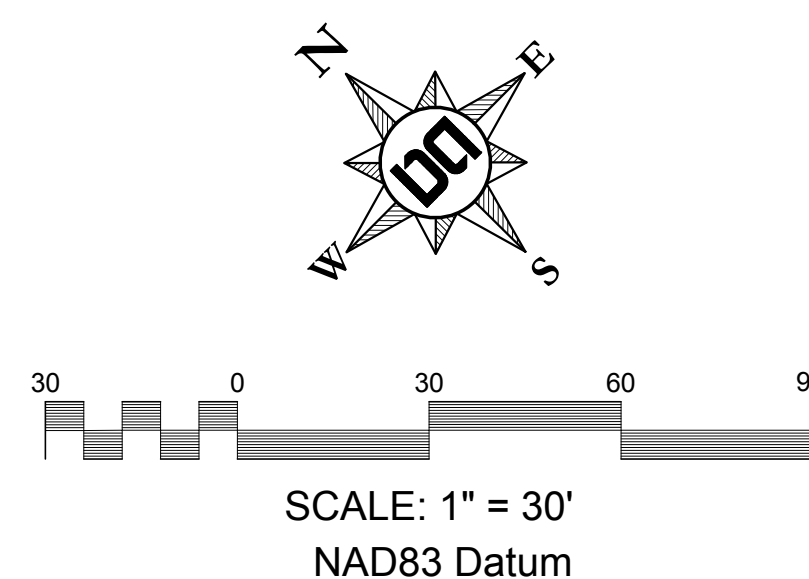
D9 Arlington, LLC
2300 Foxhaven Drive
Franklin, TN 37069
Contact: Bernie Butler
615.419.6933
berniebutler@comcast.net

Bernie Butler
D9 Development, LLC
131 Third Avenue North
Franklin, TN 37064
615.419.6933

Dale & Associates (Adam Seger, PE)
516 Heather Place
Nashville, Tennessee 37204
615.297.5166

Wilson and Associates, P.C.
108 Beasley Drive
Franklin, TN 37064
615.794.2275

A Portion of This Property does Lie Within a Flood Hazard Area as Depicted on the Preliminary Flood Insurance Rate Maps (FIRM) Number 47187C0211G. Dated December 22, 2016



Site Data

PROJECT NAME:	The Arlington at West Main
CITY OF FRANKLIN PROJECT #	6600
SUBDIVISION:	Plan of Hincheyville Subdivision
LOT NUMBER:	6
ADDRESS:	725 West Main Street
CITY:	Franklin
COUNTY:	Williamson County
STATE:	Tennessee
ALDERMANIC WARD:	4
EXISTING ZONING & CHARACTER OV:	SD-R 11.50 / CFCO -3, CFCO-7
PROPOSED ZONING:	
OTHER APPLICABLE OVERLAYS:	HPO/Downtown Franklin Local Historic District FFO/Floodway Fringe Overlay
APPLICABLE DEVELOPMENT STANDARDS:	Traditional (Downtown Core)
ACREAGE OF SITE/PROJECT AREA:	39,108 S.F. / 0.9 AC
MINIMUM REQUIRED SETBACK LINES:	
FRONT AND STREET:	15'
SIDE YARD:	5'
REAR YARD:	5'
BUILDING COVERAGE:	78.6% Proposed / 80% Allowed
DENSITY:	11.5 Unit/Acre
BUILDING HEIGHT:	2 Stories Proposed
BUILDING FOOTPRINT:	Existing - 3,240 SF Proposed - 18,370 SF
BUILDING SQUARE FOOTAGE:	Existing - 7,476 SF Proposed - 36,024 SF
*PARKING REQUIREMENTS:	4 Units x 3 Bedrooms= 4 x 3 Spaces= 12 Spaces 6 Units x 2 Bedrooms= 6 x 2.5 Spaces= 15 Spaces
MINIMUM LANDSCAPE SURFACE	Required Parking 27 Spaces
	0.1 of Total Site / Min 0.1 Proposed

1. **Utility Connections:**
 - A new water tap is proposed to be utilized and an all new service line will be installed off the proposed tap as well as a RPBP located inside the building. New sewer tap is proposed to be utilized with new pipe to be installed from clean out.
2. **Parking** for this development shall be provided by a structured parking lot underneath the building.
3. **Lighting:**
 - The lighting of the building will include the Code required building mounted emergency egress lighting as well as building illumination in keeping with the requirements set forth in Section 5.11 of the Franklin Zoning Ordinance. An exterior lighting plan and fixture cutsheets are not yet available as the design is not at that level of development.
4. **Refuse:**
 - A private dumpster shall be located in the parking garage and will be serviced by a private trash company.
5. **Loading:**
 - The loading zone will be accessed in an on-street zone shown on the plans.

The Arlington at West Main site was rezoned to SD- R 10.00 and is within the CFCO-3 and CFCO-7 character area and HPO overlay areas. The development scope includes demolition of the existing apartment buildings currently located on the property and the construction of high-end multi-family units to be named The Arlington at West Main. We are planning to construct and entirely new and modern building that is more in keeping with the updated fabric of downtown Franklin and in compliance with the traditional, downtown core development standards, the CFCO-3 and CFCO-7 character area design standards, and the HPO overlay design guidelines. The future use will achieve this with the installation of these high end condominiums. Stairs and elevators providing access to all floors and outside porches and sitting areas will be built. The building will also have a driveway with a garage entrance to underground parking.

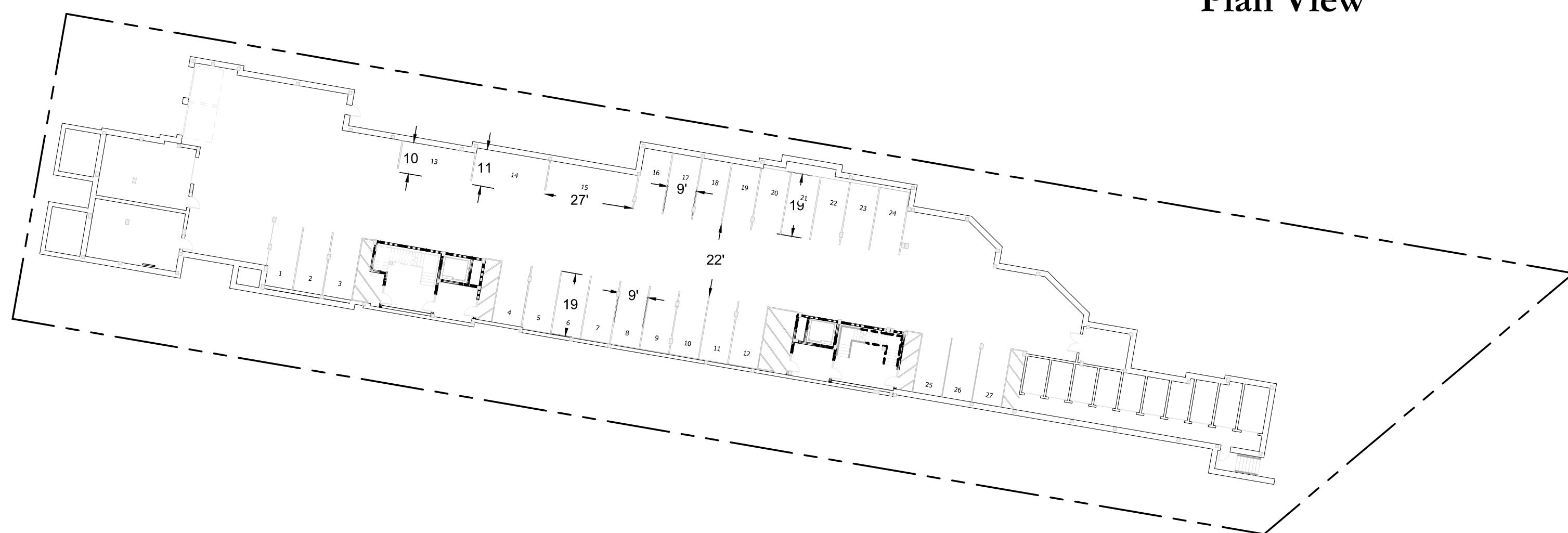


- Water and Sewer will both be provided by the City of Franklin Water and Sewer Department, the anticipated maximum domestic flow demand for this development is 3,000 GPD.
- Increased runoff is anticipated on existing storm infrastructure, therefore stormwater structures for treatment and detention are proposed and a stormwater management plan is required. Footprint of proposed improvements to site is greater than 10,000 SF of disturbed area with increase in impervious surface greater than 5,000 SF (Final ISR Forthcoming)
- The site will have its main access off of West Main St. (Minor Arterial), approximately 250' West of the intersection with 7th Ave. S. (Major Collector). Peak Traffic Flows shown below (Based on ITE Traffic Engineering Handbook, 8th Edition):

AM In = 1 Trip/hr	PM In = 3 Trips/hr
AM Out = 4 Trips/hr	PM Out = 2 Trips/hr

The Trips shown above would have a negligible impact to the existing streets.
- Site is located approximately 0.5 miles from the nearest Fire Department, and 0.13 miles from the nearest police department.
- The Site will be served by a Fire Sprinkler System, and is within 10' of the nearest fire Hydrant west the northwest corner of the property. Fire Flow information is provided.

Plan View



Parking Garage Plan

The City of Franklin is not a member of TN one call, contractor's responsibility to contact Franklin Water Management, no less than 72 hours prior to commencing work.

Overall Site Plan

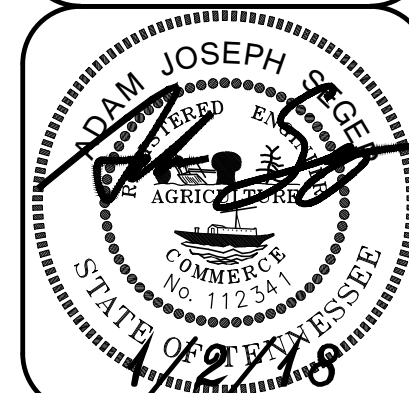
Drawing Date:
December 7, 2017

Revisions

1/2/2018
DRT Comments

The Arlington at West Main
 UPUD Subdivision, Development Plan, Revision 1
 Being Parcel 22 on Tax Map 78C, Group I

Franklin, Williamson County, Tennessee
/ 23 West Main St.



(PERMITS:

D&A Project #15153
The Arlington at
West Main

C3.0

Sheet 5 of 11

D&A
Dale & Associates
Civil Engineering
and Planning & Zoning
Landscape Architecture

310 Tepper Place
Nashville, Tennessee
(615) 297-5100

D&A Project #
**The Arlington
West Mall**

C3.



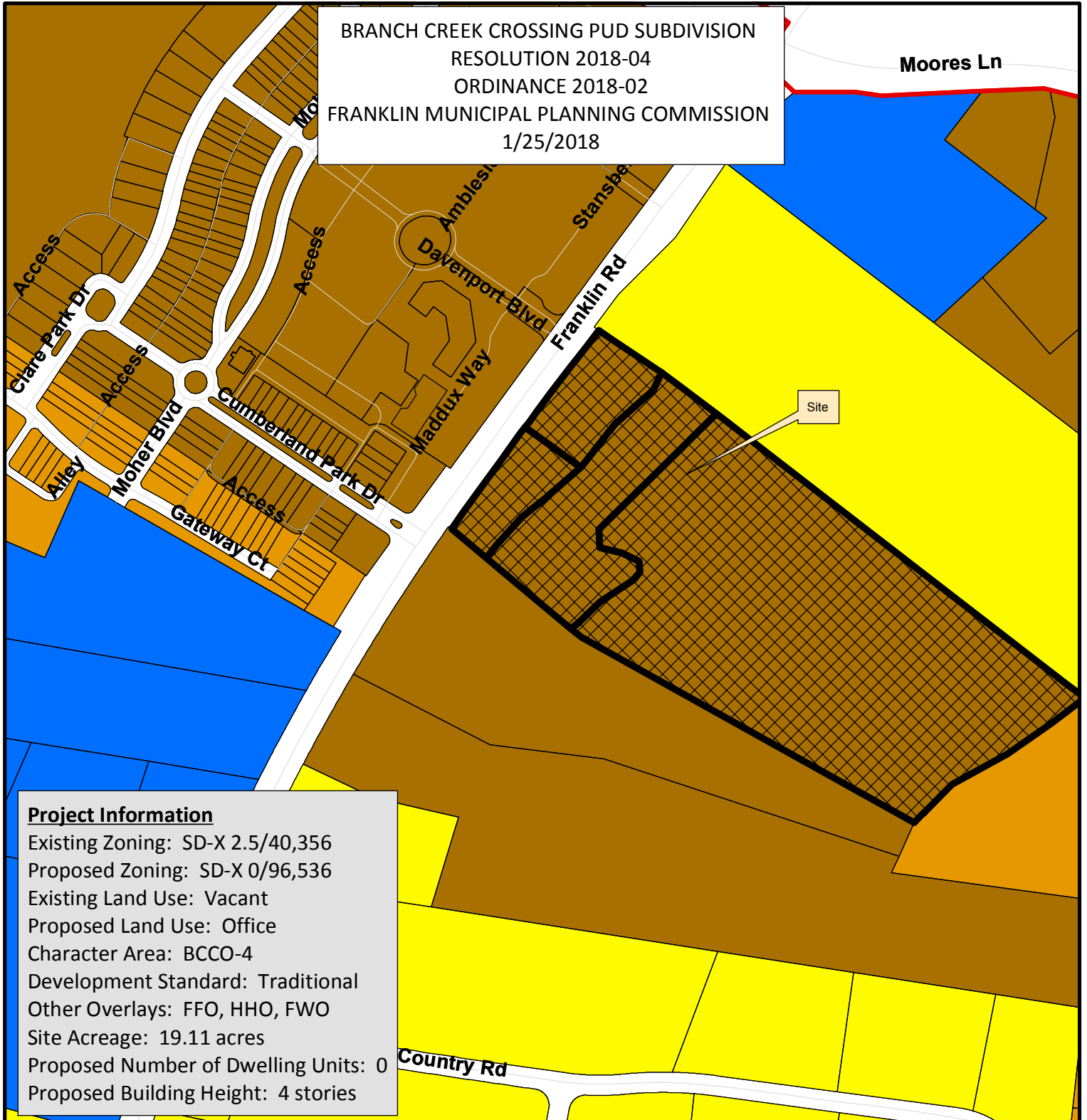
Elevation from West Main Street



Side Elevation



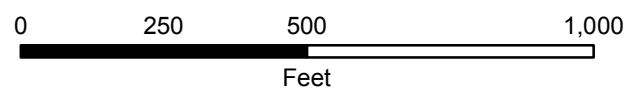
BRANCH CREEK CROSSING PUD SUBDIVISION
 RESOLUTION 2018-04
 ORDINANCE 2018-02
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 1/25/2018



Project Information

Existing Zoning: SD-X 2.5/40,356
 Proposed Zoning: SD-X 0/96,536
 Existing Land Use: Vacant
 Proposed Land Use: Office
 Character Area: BCCO-4
 Development Standard: Traditional
 Other Overlays: FFO, HHO, FWO
 Site Acreage: 19.11 acres
 Proposed Number of Dwelling Units: 0
 Proposed Building Height: 4 stories

- | | |
|--|---------------------------------------|
| Branch Creek Crossing | SD-R Specific Development-Residential |
| AG Agricultural District | SD-X Specific Development-Variety |
| ER Estate Residential | OR Office Residential District |
| R-1 Residential District | GO General Office District |
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| RM-10 Attached 10 Residential District | LI Light Industrial District |
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ORDINANCE 2018-02

TO BE ENTITLED: "AN ORDINANCE TO REZONE 19.11 ACRES FROM SPECIFIC DEVELOPMENT VARIETY 2.5/40,536 DISTRICT TO SPECIFIC DEVELOPMENT VARIETY 0/96,536 DISTRICT FOR THE PROPERTY LOCATED SOUTH OF MOORES LANE AND EAST OF FRANKLIN ROAD, (NEAR 574 AND 580 FRANKLIN ROAD) (BRANCH CREEK CROSSING PUD SUBDIVISION, REVISION 3)."

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

WHEREAS, the Specific Development Variety (0/96,536) district provides zoning for land uses compatible with both the Envision Franklin Land Use Plan and surrounding development; and

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, adopted Resolution 2018-04, approving a Planned Unit Development (PUD) Development Plan as required by the Franklin Zoning Ordinance; and

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

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of Specific Development Variety (2.5/40,536) District to Specific Development Variety (0/96,536) District:

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

PREMISES CONSIDERED	
Map-Parcel	Acres
053---07500	13.60
053---07502	1.596
053---07503	1.243
053---07504	2.67
Total	19.11

Being A Parcel Of Land Owned By Bcc Investments, Llc, A Tennessee Limited Liability Company, Quit Claim Deed, Book 6409, Page 916, Situated In Franklin, Tennessee, As Recorded In The Registers Office Of Williamson County, Tennessee. Said Parcel Of Land Is More Particularly Described As Follows;

Beginning At A Point On The Southeasterly Right-Of-Way Line Of Franklin Road (Right-Of-Way Width Varies) And The Northeasterly Corner Of Lands Of James Holloway, Et Ux, Deed Book 256, Page 433, Tax Map 53, Parcel 74.01;

Thence, N36°01'49"E Along The Said Line, A Distance Of 604.49 Feet To A Point At The Southwesterly Corner Of Brentwood Church Of The Nazarene, Deed Book 1427, Page 669, Tax Map 53, Parcel 76.00;

Thence, Leaving Said Line, S56°15'46"E Along The Common Line With Said Brentwood Church Of The Nazarene, A Distance Of 235.20 Feet To A Point;

Thence, Continuing Along Said Common Line, S52°21'05"E, A Distance Of 1281.07 Feet To A Point On The Northerly Lines Of Lot 6, The Landings Subdivision, Vr Landings At Brentwood, Lp., Plat Book 10, Page 68, Tax Map 53, Parcel 77.07;

Thence, Leaving Said Lines Of Brentwood Church Of The Nazarene, S51°58'13"W Along The Said Lines Of Said Lot 6, A Distance Of 102.86 Feet To A Point;

Thence, Continuing Along The Lines Of Said Lot 6, S55°11'36"W, A Distance Of 131.64 Feet To A Point;

Thence, Continuing Along The Lines Of Said Lot 6, S61°21'31"W, A Distance Of 155.27 Feet To A Point;

Thence, Continuing Along The Lines Of Said Lot 6, S44°44'47"W, A Distance Of 132.31 Feet To A Point On Said Easterly Lines Of James Holloway;

Thence, Along Said Easterly Lines Of James Holloway, N60°52'21"W, A Distance Of 933.77 Feet To A Point;

Thence, Continuing Along Said Lines Of James Holloway, N50°07'58"W, A Distance Of 431.60 Feet To The Point Of Beginning

And Containing 19.108 Acres More Or Less.

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

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

ATTEST:

By: _____
Eric S. Stuckey
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

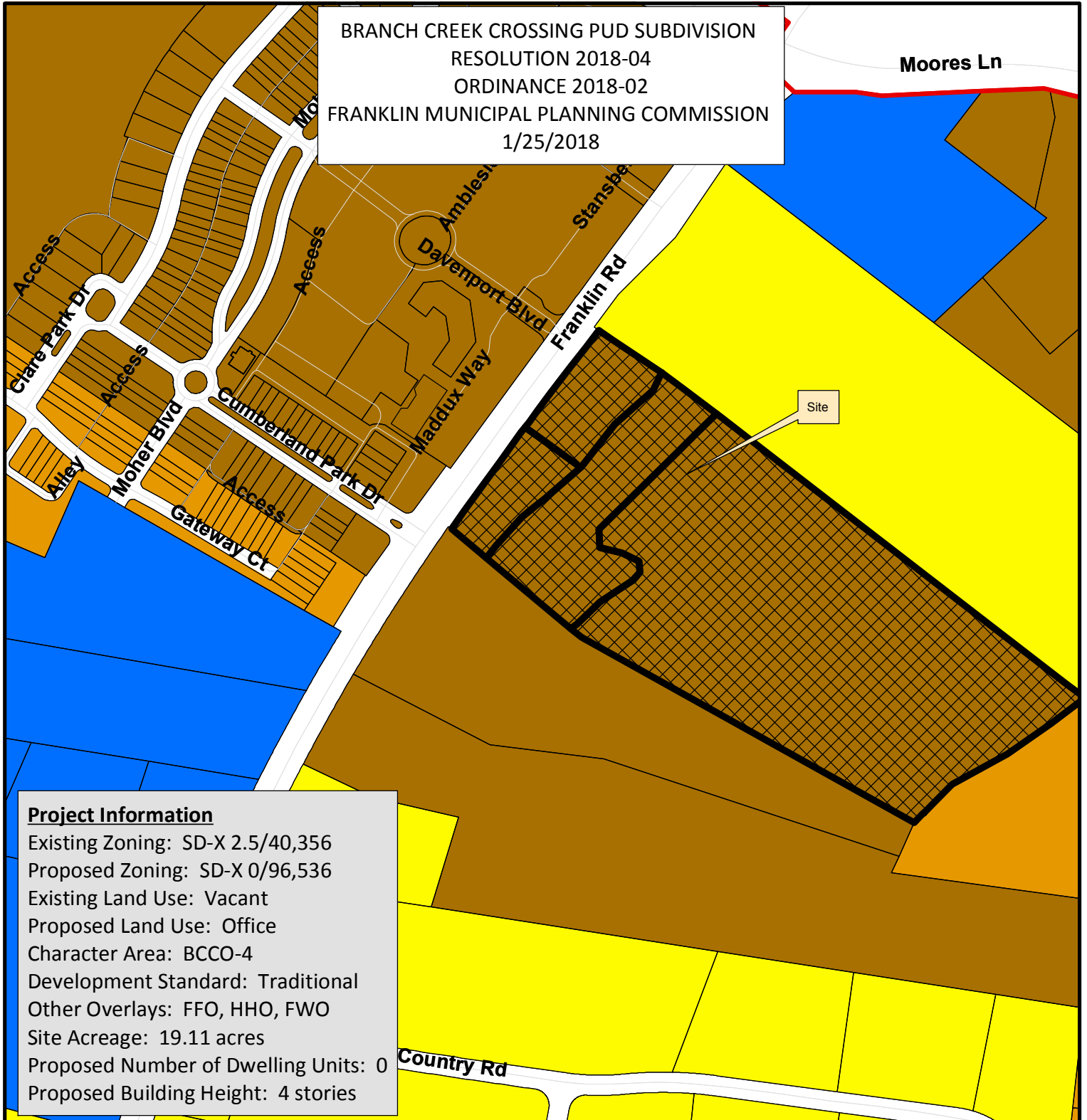
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

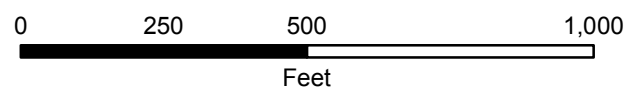
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BRANCH CREEK CROSSING REZONING, REVISION 3

WILLIAMSON COUNTY, TENNESSEE

OWNER COMMERCIAL TRACTS (LOT 1, LOT 2, OS1A, OS1B, OS2):
BRANCH CREEK PARTNERS
1616 WESTGATE CIRCLE
SUITE 215
BRENTWOOD, TN 37207
615.467.6330
THARRIS@AVENUECONSTRUCTION.COM
TONY HARRIS

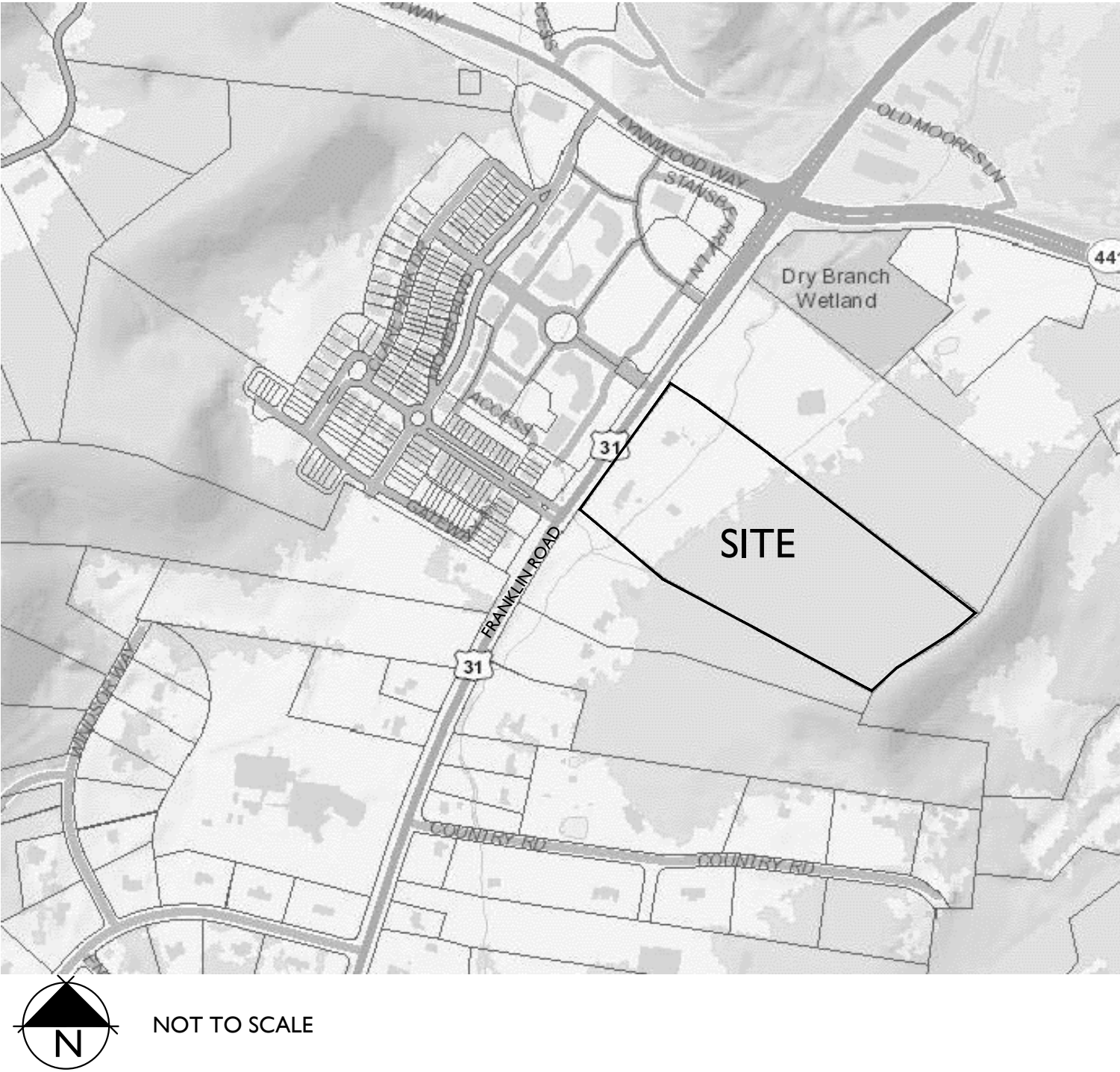
APPLICANT / OWNER REMAINING TRACTS (LOT 3, OS3A, OS3B):
BBC INVESTMENTS
202 E. WASHINGTON ST.
SUITE 310
ANN ARBOR, MI 48104

LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TN 37064

SURVEYOR:
HARRAH & ASSOCIATES
ROGER HARRAH
1722 GENERAL GEORGE PATTON DRIVE
#400
BRENTWOOD, TN 37027

ENGINEER:
KIMLEY-HORN
214 OCEANSIDE DRIVE
NASHVILLE, TN 37204
615.564.2877

ARCHITECT:
B3 STUDIO
PAUL BASS
1104 WEST MAIN STREET
FRANKLIN, TN 37064



SHEET INDEX

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

DEVELOPMENT SUMMARY

- REVISION 3:
- REMOVAL OF ALL RESIDENTIAL CONDO UNITS FROM PUD.
 - LOT 3 LAYOUT CHANGE INCLUDES A 4-STORY OFFICE BUILDING (56,000 SF).
 - LOT 3 PARKING LOT STUBS TO FUTURE PARKING LOT ON ADJACENT CHURCH PROPERTY.
 - NO CHANGES PROPOSED TO COMMERCIAL LOTS
- REVISION 2: WITHDRAWN WITHOUT APPROVAL - MAY 2017, COF#6041
- LOT 3 LAYOUT CHANGE TO ACCOMMODATE NEW RESIDENTIAL BUILDINGS AND FULL CIRCULATION AROUND THE BUILDINGS
 - INCREASE IN RESIDENTIAL CONDO UNITS FROM 48 TO 54 UNITS
 - NO CHANGES PROPOSED TO COMMERCIAL LOTS
- REVISION 1: APPROVED NOVEMBER 2016, COF# 6281
- REMOVAL OF INCOMPATIBLE USE BUFFER ADJACENT TO FAMILY LEGACY PUD
 - INCREASE OF COMMERCIAL SQUARE FOOTAGE FROM 36,480 SF TO 40,000-44,000 SF
 - NO CHANGES TO RESIDENTIAL LOT (LOT 3)
- ORIGINAL DEVELOPMENT PLAN: APPROVED APRIL 2016, COF# 4692



COF# 6605

ISSUED: DECEMBER 11, 2017

REVISIONS

1. January 4, 2018

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



ISSUED: DEC 11, 2017

Revision	Date
△	Jan. 4, 2018
△	
△	
△	

OVERALL EXISTING
CONDITIONS

SHEET
C1.0

COF # 6605

SITE DATA:

PROJECT NAME:	BRANCH CREEK CROSSING (PUD), REZONING REQUEST REVISION 3
PROJECT NUMBER:	6605
SUBDIVISION:	BRANCH CREEK CROSSING PUD
LOT NUMBER:	NA
ADDRESS:	574 & 580 FRANKLIN ROAD
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	8TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	MAP 53, PARCEL 75
EXISTING ZONING:	SD-X (2,540,536)
PROPOSED ZONING:	SD-X (96,536)
CHARACTER AREA OVERLAY:	BCCO-4
OTHER APPLICABLE OVERLAYS:	HHO, HHO BUFFER, FFO
APPLICABLE DEVELOPMENT STANDARD:	TRADITIONAL
TOTAL ACREAGE:	19.11 AC
TOTAL SQUARE FOOTAGE:	832,556 +/- SF
MINIMUM REQUIRED SETBACKS:	
FRONT YARD:	15'
REAR YARD:	0'
SIDE YARD:	5'

OWNER COMMERCIAL TRACTS:	BRANCH CREEK PARTNERS
LOT 1, LOT 2, OS1A, OS1B, OS2	1616 WESTGATE CIRCLE SUITE 215 BRENTWOOD, TN 37207 615.467.6330 THARRIS@GAVENUECONSTRUCTION.COM TONY HARRIS

APPLICANT & OWNER OFFICE TRACTS:	BBC INVESTMENTS
LOT 3, OS3A, OS3B	202 E. WASHINGTON ST. SUITE 310 ANN ARBOR, MI 48104

LANDSCAPE ARCHITECT:	GAMBLE DESIGN COLLABORATIVE
	144 SOUTHEAST PARKWAY SUITE 200 FRANKLIN, TN 37064 615.975.5765 greggambled209@gmail.com GREG GAMBLE

ENGINEER:	KIMLEY-HORN
	214 OCEANSIDE DRIVE NASHVILLE, TN 37204 615.564.2877

BUILDING SQUARE FOOTAGE:	+96,536
BUILDING HEIGHT:	3 STORIES AND 4 STORIES
LANDSCAPE SURFACE RATIO:	0.80/ 15.26 AC PROVIDED
MINIMUM LANDSCAPE SURFACE RATIO:	0.20/ 13.82 AC REQUIRED
MINIMUM PARKING REQUIREMENT:	2.85 SPACES/ 1,000 SF
MAXIMUM PARKING LIMIT:	120% OF MINIMUM
EXISTING PARKING:	N/A
RESIDENTIAL DENSITY:	N/A
TREE CANOPY:	541,358 SF (90% OF TOTAL CANOPY)
PARKLAND DEDICATION:	N/A
OPEN SPACE:	3% REQ. (0.57AC) FOR TRADITIONAL MIXED-USE ZONE, ALL FORMAL

PROVIDED LOT 1:	0.05 AC
PROVIDED LOT 2:	0.08 AC
PROVIDED LOT 3:	0.46 AC

LAND USE PLAN COMPLIANCE & DESIGN CONCEPTS:

ENVISION FRANKLIN: NEIGHBORHOOD MIXED USE
PROFESSIONAL OFFICE IS AN APPROVED USE.

THIS DEVELOPMENT PLAN REVISION SPECIFICALLY ADDRESSES THE OFFICE BUILDING PROPOSED FOR LOT 3. THE LAYOUT REVISIONS PROPOSED HERE ARE SUPPORTED BY THE ENVISION FRANKLIN GUIDELINES. EXAMPLES INCLUDE ORIENTING MAIN BUILDING ENTRANCES TO THE STREET AND CREATING AN ACTIVE FORMAL OPEN SPACE PLAZA.

PARKING IN THE FRONT IS LIMITED TO PARALLEL PARKING. THE REST OF THE PARKING IS POSITIONED TO THE SIDE AND REAR OF THE BUILDING. LANDSCAPE ISLANDS IN SIDE PARKING LOT ARE LARGER THAN REQUIRED TO PROVIDE ADDITIONAL VEGETATION.

LEGAL DESCRIPTION:

A parcel of land situated in the 8th Civil District in the City of Franklin in Williamson County Tennessee and being more particularly described as follows:

Being all of Lot 3 of Plat Book 64 page 38 as recorded in the Registers Office of Williamson County and
Containing 13.816 acres more or less

500' ADJACENT PROPERTY OWNERS:

PROPERTY ADDRESS	OWNER	OWNER STREET	CITY	STATE	ZIP	ZONE	CHARACTER AREA	DEV. STANDARD
120 DAVENPORT BLVD	CWCH LLC	1728 GEN GEO PATTON DR #200	BRENTWOOD	TN	37027			
1350 PERRONE WAY	FOR 6 LLC	1728 GEN GEO PATTON DR#200	BRENTWOOD	TN	37027			
1340 MOHER BLVD	BELL FUND IV FRANKLIN GATEWAY LLC	PO BOX 56607	ATLANTA	GA	30343			
DAVENPORT BLVD	GATEWAY VILLAGE DEV INC	5042 THOROUGHBRED LN # 200	BRENTWOOD	TN	37027			
DAVENPORT BLVD	CAMDEN COMMONS PROPERTY OWNERS ASSOC	5042 THOROUGHBRED LN 200	BRENTWOOD	TN	37027			
PERRONE WAY	CAMDEN COMMONS PROPERTY OWNERS ASSOC	5042 THOROUGHBRED LN 200	BRENTWOOD	TN	37027			
9000 STANBERRY PVT LN	CAMDEN COMMONS PLAZA LLC	5042 THOROUGHBRED LN STE 200	BRENTWOOD	TN	37027			
121 DAVENPORT BLVD	CAMDEN COMMONS PLAZA LLC	5042 THOROUGHBRED LN STE 200	BRENTWOOD	TN	37027			
AMBLESIDE WAY	BELL FUND IV FRANKLIN GATEWAY LLC	300 N GREENE ST #1000	GREENSBORO	NC	27401			
557 FRANKLIN RD	CHURCH CLEARVIEW BAPTIST	537 FRANKLIN RD	FRANKLIN	TN	37069			
1226 COUNTRY RD	PARRIS JEFFREY S	1226 COUNTRY RD	FRANKLIN	TN	37069			
1222 COUNTRY RD	ZHU HUIRONG	731 W LA CANADA AVE	MOUNTAIN HOUSE	CA	95381			
1218 COUNTRY RD	ROVENSTINE JOHN JASON	1218 COUNTRY RD	FRANKLIN	TN	37069			
556 FRANKLIN RD	FRANKLIN FUNERAL HOME LLC	7427 CHARLOTTE PK	NASHVILLE	TN	37209			
562-68 FRANKLIN RD	FRANKLIN FUNERAL HOME LLC	7427 CHARLOTTE PK	NASHVILLE	TN	37209			
574 FRANKLIN RD	BCC INVESTMENTS LLC	202 E WASHINGTON ST SUITE 310	ANN ARBOR	MI	48104			
FRANKLIN RD	CHURCH BRENTWOOD OF THE NAZARENE	586 FRANKLIN RD	FRANKLIN	TN	37069			
LANDINGS DR	VR LANDINGS AT BRENTWOOD LP	711 W BAY AREA BLVD	WEBSTER	TX	77598			
LANDINGS DR	CEMETRY MCKAY	LANDINGS DR	FRANKLIN	TN	37069			
1026 CUMBERLAND PARK DR	WILSON LESLIE ANN	1026 CUMBERLAND PARK DR	FRANKLIN	TN	37069	SD-X	BCCO-4	ETHER
1024 CUMBERLAND PARK DR	BROOKS LAUREN MICHELLE	1024 CUMBERLAND PARK DR	FRANKLIN	TN	37069	SD-X	BCCO-4	ETHER
1022 CUMBERLAND PARK DR	FRASER DOUGLAS DAVID	1022 CUMBERLAND PARK DR	FRANKLIN	TN	37069	SD-X	BCCO-4	ETHER
1020 CUMBERLAND PARK DR	HIDDEN HILLS FAMILY LTY PRTNSHP	1126 REECHES TAYLOR TRL	FRANKLIN	TN	37069	SD-X	BCCO-4	ETHER
1018 CUMBERLAND PARK DR	ANDREWS MEREDITH LEIGH	1018 CUMBERLAND PARK DR	FRANKLIN	TN	37069	SD-X	BCCO-4	ETHER
1016 CUMBERLAND PARK DR	LEPPER BOBBY	1016 CUMBERLAND PARK DR	FRANKLIN	TN	37069	SD-X	BCCO-4	ETHER
1014 CUMBERLAND PARK DR	WILE SUZANNE F	1006 SCRAMBLERS KNDS	FRANKLIN	TN	37069	SD-X	BCCO-4	ETHER
1012 CUMBERLAND PARK DR	VAN VECLE JOHN HAYES	1012 CUMBERLAND PARK DR	FRANKLIN	TN	37069	SD-X	BCCO-4	ETHER
1010 CUMBERLAND PARK DR	THORNTON DON TYLER	1010 CUMBERLAND DR	FRANKLIN	TN	37069	SD-X	BCCO-4	ETHER
1000 CUMBERLAND PARK DR	YOUNG KIMBERLY W	1000 CUMBERLAND PARK DR	FRANKLIN	TN	37069	SD-X	BCCO-4	ETHER
1002 CUMBERLAND PARK DR	JONES CHRISTINA ANNE	1002 CUMBERLAND PARK DR	FRANKLIN	TN	37069	SD-X	BCCO-4	ETHER
1004 CUMBERLAND PARK DR	COMBS BEDFORD M	1004 CUMBERLAND PARK DR	FRANKLIN	TN	37069	SD-X	BCCO-4	ETHER
1006 CUMBERLAND PARK DR	TAAFFE PAULINE	1046 HOLLY TREE GAP RD	BRENTWOOD	TN	37027	SD-X	BCCO-4	ETHER
CUMBERLAND PARK DR	GATEWAY VILLAGE DEV INC	5042 THOROUGHBRED LN # 200	BRENTWOOD	TN	37027	SD-X	BCCO-4	ETHER
1001 CUMBERLAND PARK DR	CAMERON DARELL C	1001 CUMBERLAND PARK DR	FRANKLIN	TN	37069	SD-X	BCCO-4	ETHER
1003 CUMBERLAND PARK DR	KEENAN THOMAS C	1760 FORTYTH PARK DR	BRENTWOOD	TN	37027	SD-X	BCCO-4	ETHER
1005 CUMBERLAND PARK DR	REYNOLDS SALLY M	1360 HOLLY TREE GAP RD	BRENTWOOD	TN	37027	SD-X	BCCO-4	ETHER
1007 CUMBERLAND PARK DR	HUDDSMITH PATRICIA	1007 CUMBERLAND PARK DR	FRANKLIN	TN	37069	SD-X	BCCO-4	ETHER
FRANKLIN RD	GATEWAY VILLAGE RESIDENTIAL LLC	113 SEABOARD LN #A-105	FRANKLIN	TN	37067	SD-X	BCCO-4	ETHER
1011 CUMBERLAND PARK DR	TELFER GEORGE CURTIS	PO BOX 5656	BRENTWOOD	TN	37205	SD-X	BCCO-4	ETHER
1013 CUMBERLAND PARK DR	HIME GEORGE ALLEN	1013 CUMBERLAND PARK DR	FRANKLIN	TN	37069	SD-X	BCCO-4	ETHER
1015 CUMBERLAND PARK DR	MISSIRIAN RAPHAEL A & ANAHAD REV INT	1015 CUMBERLAND PARK LN	FRANKLIN	TN	37069	SD-X	BCCO-4	ETHER
1017 CUMBERLAND PARK DR	BULLARD FRANCESCA	1017 CUMBERLAND PARK DR	FRANKLIN	TN	37069	SD-X	BCCO-4	ETHER
1019 CUMBERLAND PARK DR	ROSS RICHARD F	563 MIDWAY CIR	BRENTWOOD	TN	37027	SD-X	BCCO-4	ETHER
1021 CUMBERLAND PARK DR	WIENCKE TOM C	1021 CUMBERLAND PARK DR	FRANKLIN	TN	37069	SD-X	BCCO-4	ETHER
1023 CUMBERLAND PARK DR	KATRAVERS LAUREN M	215 DEER PARK CIR	NASHVILLE	TN	37205	SD-X	BCCO-4	ETHER
1025 CUMBERLAND PARK DR	MARTIN ROBERT M	919 STUART LN	BRENTWOOD	TN	37027	SD-X	BCCO-4	ETHER
201 GATEWAY CT	RUTLEDGE JOHN M	3100 WEST END AVE #700	NASHVILLE	TN	37203	SD-R	BCCO-4	ETHER
207 GATEWAY CT	RUTLEDGE JOHN M	3100 WEST END AVE #700	NASHVILLE	TN	37203	SD-R	BCCO-4	ETHER
213 GATEWAY CT	RUTLEDGE JOHN M	3100 WEST END AVE #700	NASHVILLE	TN	37203	SD-R	BCCO-4	ETHER
219 GATEWAY CT	RUTLEDGE JOHN M	3100 WEST END AVE #700	NASHVILLE	TN	37203	SD-R	BCCO-4	ETHER
225 GATEWAY CT	RUTLEDGE JOHN M	3100 WEST END AVE #700	NASHVILLE	TN	37203	SD-R	BCCO-4	ETHER
232 GATEWAY CT	SHARR CARL R	232 GATEWAY CT	FRANKLIN	TN	37069	SD-R	BCCO-4	ETHER
238 GATEWAY CT	PATTERSON CO LLC	321 BILLINGSLEY CT #19	FRANKLIN	TN	37067	SD-R	BCCO-4	ETHER
242 GATEWAY CT	PATTERSON CO LLC	321 BILLINGSLEY CT #19	FRANKLIN	TN	37067	SD-R	BCCO-4	ETHER
248 GATEWAY CT	PATTERSON CO LLC	321 BILLINGSLEY CT #19	FRANKLIN	TN	37067	SD-R	BCCO-4	ETHER
254 GATEWAY CT	PATTERSON CO LLC	321 BILLINGSLEY CT #19	FRANKLIN	TN	37067	SD-R	BCCO-4	ETHER
260 GATEWAY CT	PATTERSON CO LLC	321 BILLINGSLEY CT #19	FRANKLIN	TN	37067	SD-R	BCCO-4	ETHER
266 GATEWAY CT	PATTERSON CO LLC	321 BILLINGSLEY CT #19	FRANKLIN	TN	37067	SD-R	BCCO-4	ETHER
272 GATEWAY CT	CROCKETT DAVID B	272 GATEWAY CT	FRANKLIN	TN	37069	SD-R	BCCO-4	ETHER
278 GATEWAY CT	PATTERSON CO LLC	321 BILLINGSLEY CT #19	FRANKLIN	TN	37067	SD-R	BCCO-4	ETHER
GATEWAY CT	RUTLEDGE JOHN M	3100 WEST END AVE #700	NASHVILLE	TN	37203	SD-R	BCCO-4	ETHER
GATEWAY CT	RUTLEDGE JOHN M	3100 WEST END AVE #700	NASHVILLE	TN	37203	SD-R	BCCO-4	ETHER

STATEMENT OF IMPACTS:

WATER: (DEVELOPMENT PLAN REVISION 3)
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT VIA EXISTING 8" WATER LINE THAT EXTENDS APPROXIMATELY 615 LF FROM A 12" WATER LINE ON FRANKLIN ROAD. WATER AVAILABILITY OF APPROXIMATELY 20,400 GPD HAS BEEN CONFIRMED BY MVUD FOR THIS DEVELOPMENT. BASED ON THE UNIT FLOW OF 0.1 GPD/SQUARE FOOT, THE TOTAL ESTIMATED FLOW IS 5,600 GPD (FOR THE 56,000 SF OFFICE BUILDING).

SEWER: (DEVELOPMENT PLAN REVISION 3)
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN THROUGH THE SPENCER CREEK BASIN INTERCEPTOR. THE CITY OF FRANKLIN HAS APPROVED THE ADDITION OF 80 SFUE FOR THE DEVELOPMENT.

REFURNISHED (REUSE) WATER FACILITIES:
NONE WITHIN THE DEVELOPMENT

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

BASED ON THE PROJECTED TRIPS TO BE GENERATED BY THE DEVELOPMENT, THE TOTAL DAILY TRIPS IS 813.

DEVELOPMENT WILL REQUIRE RIGHT TURN LANE AND SIGNALIZATION AS PER TRAFFIC STUDY PREVIOUSLY SUPPLIED WITH ORIGINAL SUBMITTAL.

DRAINAGE FACILITIES:

STORMWATER FLOWS WILL BE TREATED FOR WATER QUALITY BY GREEN INFRASTRUCTURE THROUGHOUT THE SITE AND POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PRE DEVELOPMENT PEAK FLOWS BY THE DETENTION POND AND OUTLET STRUCTURE.

POLICE, FIRE AND RECREATIONAL FACILITIES:
POLICE - 900 COLUMBIA AVE. 4.2 MILES
FIRE - STATION #3, 370 MALLORY STATION ROAD. 2.4 MILES
RECREATIONAL - DRY BRANCH WETLANDS, 0.25 MILES

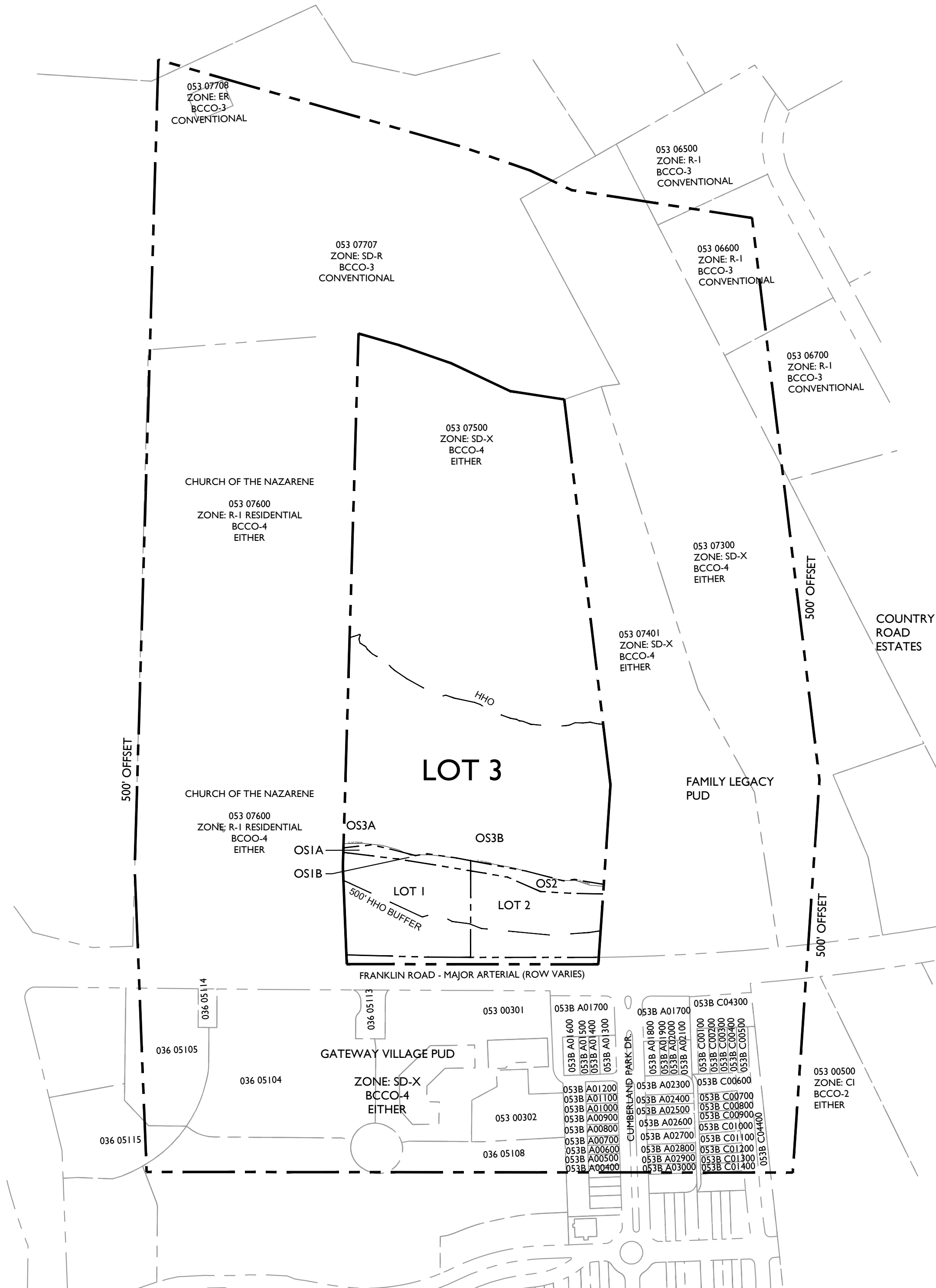
PROJECTED STUDENT POPULATION:
NO STUDENTS

ELECTRICITY
ELECTRIC WILL BE PROVIDED BY MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORP.

GAS
NATURAL GAS WILL BE PROVIDED BY ATMOS GAS VIA EXISTING MAINS ALONG FRANKLIN ROAD.

REFUSE COLLECTION
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY PRIVATE COLLECTION.

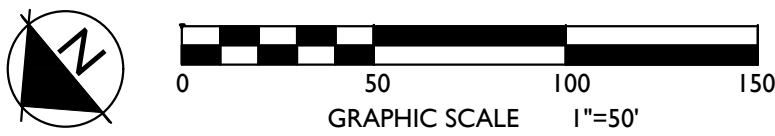
NOTE:
NO CHANGES ARE PROPOSED TO COMMERCIAL LOTS 1 AND 2
SITE PLANS HAVE BEEN SUBMITTED AND APPROVED FOR THESE LOTS, AND CONSTRUCTION IS UNDERWAY.



BOUNDARY AND TOPOGRAPHY SURVEY PROVIDED BY:
HARRAH & ASSOCIATES
ROGER HARRAH
1722 GENERAL GEORGE PATTON DRIVE
#400
BRENTWOOD, TN 37027



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



SPECIMEN TREE SURVEY

Tree Number	Tree Size	Status
1	40"	
2	26"	
3	26"	
4	28"	
5	24"	
6	24"	
7	30"	
8	28"	
9	24"	REMOVED 3
10	44"	REMOVED 3
11	30"	REMOVED 3
12	40"	REMOVED 3
13	26"	
14	24"	REMOVED 3
15	30"	REMOVED 3
16	40"	
17	24"	
18	24"	
19	24"	
20	48"	
21	44"	
22	42"	
23	30"	
24	26"	
25	24"	
26	24"	
27	24"	
28	24"	
29	26"	
30	24"	
31	24"	
32	24"	
33	24"	
34	30"	
35	30"	
36	30"	
37	24"	
38	24"	
39	24"	
40	24"	

Tree Number	Tree Size	Health	Status
101	38"	Poor	Removed 1
102	24"	Poor	Removed 1
103	36"	Fair	Removed 2
104	48"	Fair	
105	36"	Fair	
106	28"	Fair	
107	38"	Fair	
108	32"	Fair	Removed 1
109	48"	Poor	
110	36"	Poor	
111	30"	Fair	
112	24"	Fair	
113	32"	Fair	REMOVED 3
114	26"	Fair	REMOVED 3
115	48"	Good	
116	28"	Good	

TREE CANOPY DATA

EXISTING TREE CANOPY: 602,752 SF (72% OF TOTAL SITE)
REQUIRED CANOPY PRESERVATION = 18%
REQUIRED PRESERVATION = 108,495 SF (2.49 AC)
TOTAL CANOPY REMOVED WITH SITE PLAN 1 & 2: 21,087 SF
TOTAL CANOPY REMOVED WITH FUTURE LOT 3: 39,885 SF
PROVIDED TREE CANOPY PRESERVATION: 541,358 SF (90% OF TOTAL CANOPY)

TREE CANOPY RETENTION

TREE AREA	EXISTING CANOPY	REMOVED CANOPY SITE PLAN 1	REMOVED CANOPY SITE PLAN 2	REMOVED CANOPY FUTURE	REMAINING CANOPY
TREE R1	559,731 SF	0 SF	0 SF	39,885 SF	519,846 SF
TREE R2	16,429 SF	5,851 SF	0 SF	203 SF	10,375 SF
TREE R3	6,439 SF	6,288 SF	151 SF	0 SF	0 SF
TREE R4	8,985 SF	0 SF	8,570 SF	0 SF	415 SF
TREE R5	11,168 SF	0 SF	446 SF	0 SF	10,722 SF
TOTAL SF	602,752 SF	12,139 SF	9,167 SF	40,088 SF	541,358 SF
TOTAL ACRES	13.84 AC	0.28 AC	0.21 AC	0.92 AC	12.43 AC

KEY:

	SPECIMEN TREE		STREAM BUFFER ZONE 1
	TREE CANOPY REMOVED WITH LOT 1 AND 2 SITE PLANS		STREAM BUFFER ZONE 1
	TREE CANOPY REMOVAL AREA		STREAM BUFFER ZONE 2
	SLOPES 14-19%		SLOPES >20%

BOUNDARY AND TOPOGRAPHY SURVEY PROVIDED BY:
HARRAH & ASSOCIATES
ROGER HARRAH
1722 GENERAL GEORGE PATTON DRIVE
#400
BRENTWOOD, TN 37027

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

SITE DATA:

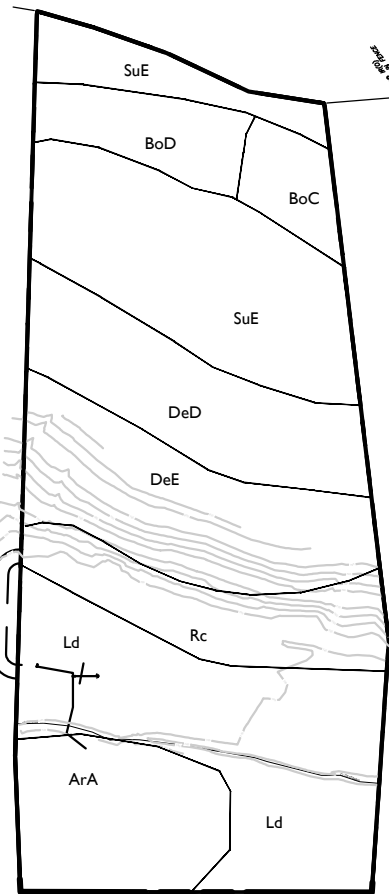
PROJECT NAME:	BRANCH CREEK CROSSING (PUD), REZONING REVISION 3
PROJECT NUMBER:	6605
SUBDIVISION:	BRANCH CREEK CROSSING PUD
LOT NUMBER:	NA
ADDRESS:	574 & 580 FRANKLIN ROAD
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	8TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	MAP 53, PARCEL 75
EXISTING ZONING:	SD-X (2,540,536)
PROPOSED ZONING:	SD-X (96,536)
CHARACTER AREA OVERLAY:	BCCO-4
OTHER APPLICABLE OVERLAYS:	HHO, HHO BUFFER, FFO
APPLICABLE DEVELOPMENT STANDARD:	TRADITIONAL
TOTAL ACREAGE:	19.11 AC
TOTAL SQUARE FOOTAGE:	832,556 +/- SF
MINIMUM REQUIRED SETBACKS:	
FRONT YARD:	15'
REAR YARD:	0'
SIDE YARD:	5'
OWNER COMMERCIAL TRACTS:	
LOT 1, LOT 2, OS1A, OS1B, OS2	BRANCH CREEK PARTNERS 1616 WESTGATE CIRCLE SUITE 215 BRENTWOOD, TN 37207 615.467.6330 THARRIS@AVENUECONSTRUCTION.COM TONY HARRIS
APPLICANT & OWNER OFFICE TRACTS:	
LOT 3, OS3A, OS3B	BBC INVESTMENTS 202 E. WASHINGTON ST. SUITE 310 ANN ARBOR, MI 48104
LANDSCAPE ARCHITECT:	
	GAMBLE DESIGN COLLABORATIVE 144 SOUTHEAST PARKWAY SUITE 200 FRANKLIN, TN 37064 615.978.5765 greggambler209@gmail.com GREG GAMBLE
ENGINEER:	
	KIMLEY-HORN 214 OCEANSIDE DRIVE NASHVILLE, TN 37204 615.564.2877
BUILDING SQUARE FOOTAGE:	+96,536
BUILDING HEIGHT:	3 STORIES AND 4 STORIES
LANDSCAPE SURFACE RATIO:	0.80/ 15.26 AC PROVIDED
MINIMUM LANDSCAPE SURFACE RATIO:	0.20/ 13.82 AC REQUIRED
MINIMUM PARKING REQUIREMENT:	2.85 SPACES / 1,000 SF
MAXIMUM PARKING LIMIT:	120% OF MINIMUM
EXISTING PARKING:	NA
RESIDENTIAL DENSITY:	NA
TREE CANOPY:	541,358 SF (90% OF TOTAL CANOPY)
PARKLAND DEDICATION:	3% REQ. (0.57AC) FOR TRADITIONAL MIXED-USE ZONE, ALL FORMAL
OPEN SPACE:	PROVIDED LOT 1: 0.05 AC PROVIDED LOT 2: 0.08 AC PROVIDED LOT 3: 0.46 AC

SPECIMEN TREE REPLACEMENT CHART			
	REPLACEMENT IN. REQUIRED	INCHES REPLACED	TOTAL REMAINING
LOT 1 - COF #6281	64	65	+1 IN
LOT 2 - COF #6360	72	76	+4 IN
LOT 3	668	-	-668 IN
TOTAL REPLACEMENT			-663 IN

REPLACEMENT FOR REMOVED HEALTHY SPECIMEN INCHES IS 2:1

SPECIMEN TREES REMOVED ON LOTS 1 AND 2 HAVE BEEN REPLACED ON LOTS 1 AND 2.

ANY SPECIMEN TREE REMOVED ON LOT 3 WILL BE REPLACED ON LOT 3, OR A CONTRIBUTION TO THE TREE BANK WILL BE MADE. ANTICIPATED REMOVAL IS NOTED ABOVE AND WILL BE CONFIRMED WITH SUBMITTAL OF SITE PLAN DOCUMENTS FOR LOT 3.

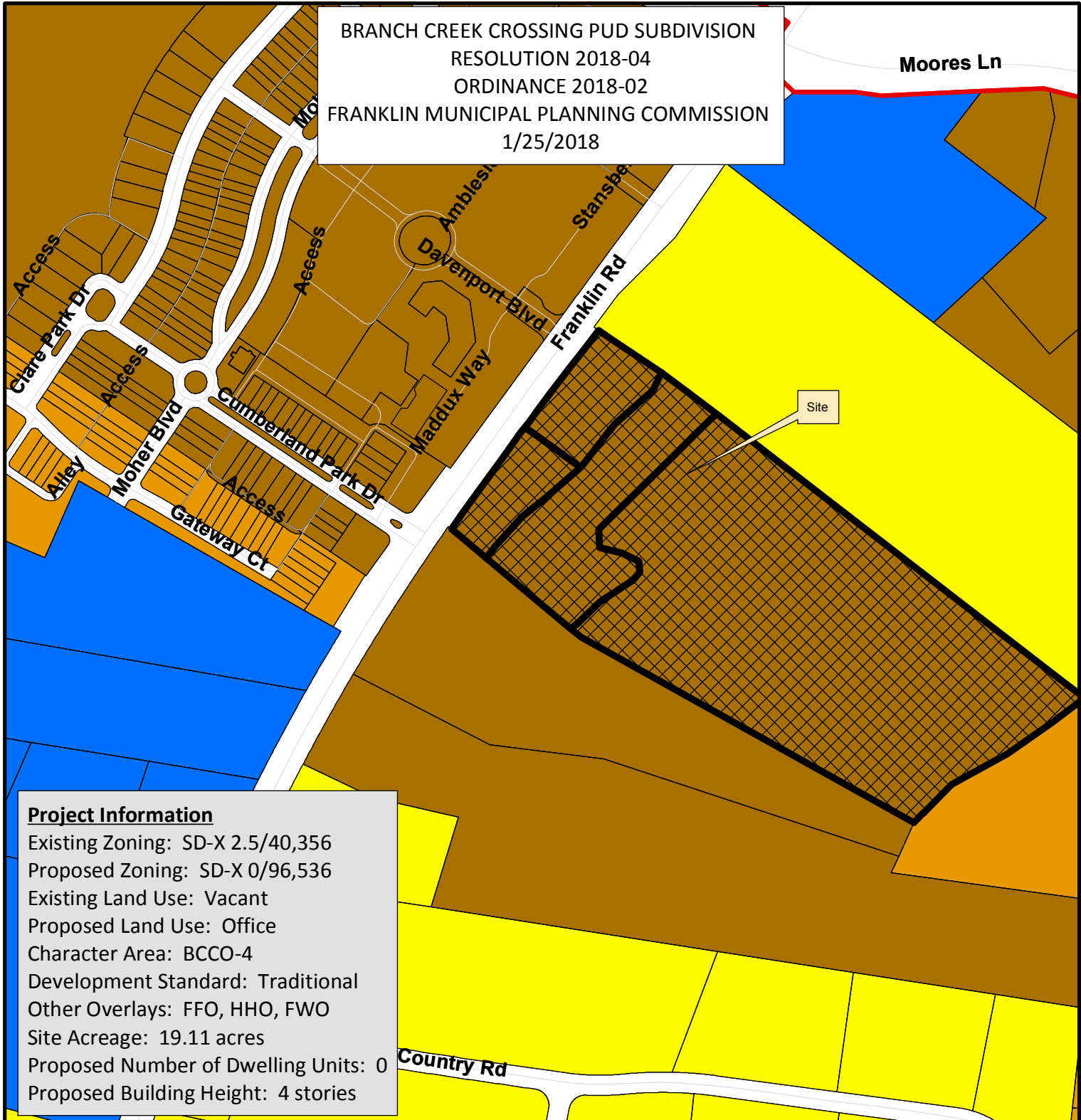


SOIL MAP : NOT TO SCALE

SOIL KEY

ArA	ARMOUR SILT LOAM, 0 TO 2 PERCENT SLOPES
BoC	BODINE CHERTY SILT LOAM, 2 TO 5 PERCENT SLOPES, ERODED
BoD	BODINE CHERTY SILT LOAM, 12 TO 20 PERCENT SLOPES
DeD	DELLROSE GRAVELLY SILT LOAM, 12 TO 20 PERCENT SLOPES, ERODED
DeE	DELLROSE GRAVELLY SILT LOAM, 20 TO 30 PERCENT SLOPES, ERODED
Ld	LINDSIDE CHERTY SILT LOAM, PHOSPHATICE
Rc	ROCKLAND
SuE	SULPHURA CHERTY SILT LOAM, 20 TO 50 PERCENT SLOPES

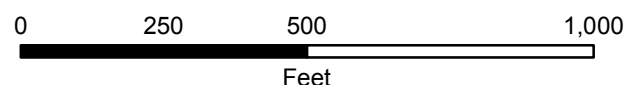
BRANCH CREEK CROSSING PUD SUBDIVISION
 RESOLUTION 2018-04
 ORDINANCE 2018-02
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 1/25/2018



Project Information

Existing Zoning: SD-X 2.5/40,356
 Proposed Zoning: SD-X 0/96,536
 Existing Land Use: Vacant
 Proposed Land Use: Office
 Character Area: BCCO-4
 Development Standard: Traditional
 Other Overlays: FFO, HHO, FWO
 Site Acreage: 19.11 acres
 Proposed Number of Dwelling Units: 0
 Proposed Building Height: 4 stories

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



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RESOLUTION 2018-04

TO BE ENTITLED: "A RESOLUTION APPROVING A REVISED DEVELOPMENT PLAN FOR BRANCH CREEK CROSSING PUD SUBDIVISION, FOR THE PROPERTY LOCATED SOUTH OF MOORES LANE AND EAST OF FRANKLIN ROAD, NEAR 574 AND 580 FRANKLIN ROAD."

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, has, or will, approve the zoning for the property as part of **Ordinance 2018-02**; and

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

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

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

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

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

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

PREMISES CONSIDERED

Map-Parcel	Acres
053---07500	13.60
053---07502	1.596
053---07503	1.243
053---07504	2.67
Total	19.11

Being A Parcel Of Land Owned By Bcc Investments, Llc, A Tennessee Limited Liability Company, Quit Claim Deed, Book 6409, Page 916, Situated In Franklin, Tennessee, As Recorded In The Registers Office Of Williamson County, Tennessee. Said Parcel Of Land Is More Particularly Described As Follows;

Beginning At A Point On The Southeasterly Right-Of-Way Line Of Franklin Road (Right-Of-Way Width Varies) And The Northeasterly Corner Of Lands Of James Holloway, Et Ux, Deed Book 256, Page 433, Tax Map 53, Parcel 74.01;

Thence, N36°01'49"E Along The Said Line, A Distance Of 604.49 Feet To A Point At The Southwesterly Corner Of Brentwood Church Of The Nazarene, Deed Book 1427, Page 669, Tax Map 53, Parcel 76.00;

Thence, Leaving Said Line, S56°15'46"E Along The Common Line With Said Brentwood Church Of The Nazarene, A Distance Of 235.20 Feet To A Point;

Thence, Continuing Along Said Common Line, S52°21'05"E, A Distance Of 1281.07 Feet To A Point On The Northerly Lines Of Lot 6, The Landings Subdivision, Vr Landings At Brentwood, Lp., Plat Book 10, Page 68, Tax Map 53, Parcel 77.07;

Thence, Leaving Said Lines Of Brentwood Church Of The Nazarene, S51°58'13"W Along The Said Lines Of Said Lot 6, A Distance Of 102.86 Feet To A Point;

Thence, Continuing Along The Lines Of Said Lot 6, S55°11'36"W, A Distance Of 131.64 Feet To A Point;

Thence, Continuing Along The Lines Of Said Lot 6, S61°21'31"W, A Distance Of 155.27 Feet To A Point;

Thence, Continuing Along The Lines Of Said Lot 6, S44°44'47"W, A Distance Of 132.31 Feet To A Point On Said Easterly Lines Of James Holloway;

Thence, Along Said Easterly Lines Of James Holloway, N60°52'21"W, A Distance Of 933.77 Feet To A Point;

Thence, Continuing Along Said Lines Of James Holloway, N50°07'58"W, A Distance Of 431.60 Feet To The Point Of Beginning

And Containing 19.108 Acres More Or Less.

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

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

Entitlements	Branch Creek Crossing PUD
Base Zone District	SD-X (0/96,536)
Character Area Overlay	BCCO-4
Other Zoning Overlays	HHO, FWO, FFO
Development Standard	Traditional
Number of Dwelling Units	0
Number of Nonresidential Square Footage	96,536

Number of Hotel Rooms	0
Connectivity Index	1.6
Open Space Requirements	24,938 SF formal
Number of Phases in Development	1

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

SECTION V. That this Resolution shall take effect from and after the passage of Ordinance 2018-02, 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: 10/19/2017

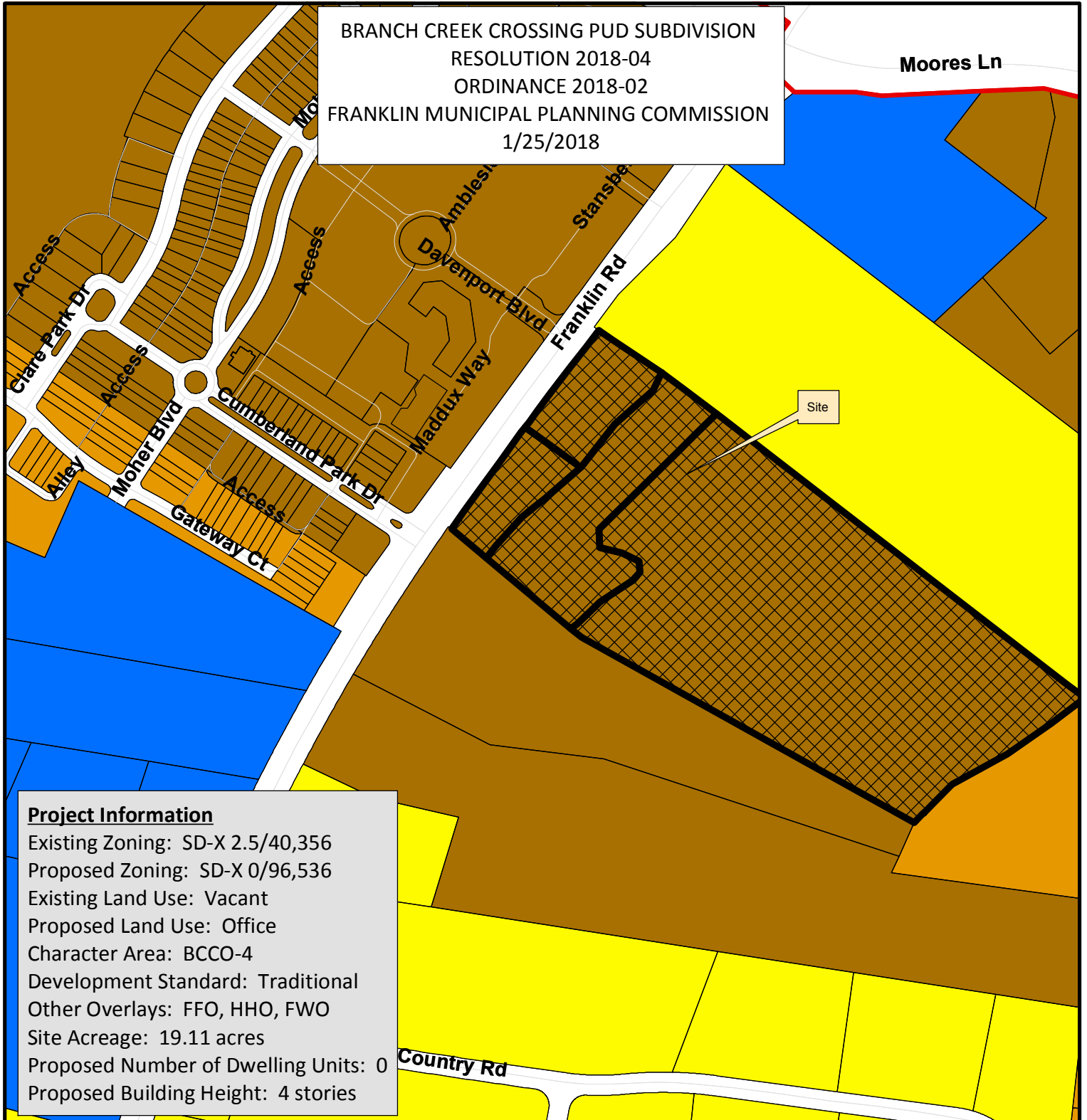
BOMA/FMPC JOINT CONCEPTUAL WORKSHOP: 10/26/2017

NEIGHBORHOOD MEETING: 11/29/2017

PLANNING COMMISSION RECOMMENDED APPROVAL: _____

PUBLIC HEARING AND BOMA APPROVAL: _____

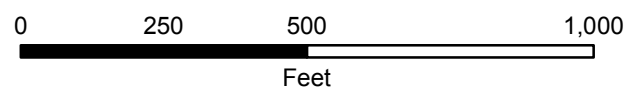
BRANCH CREEK CROSSING PUD SUBDIVISION
 RESOLUTION 2018-04
 ORDINANCE 2018-02
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 1/25/2018



Project Information

Existing Zoning: SD-X 2.5/40,356
 Proposed Zoning: SD-X 0/96,536
 Existing Land Use: Vacant
 Proposed Land Use: Office
 Character Area: BCCO-4
 Development Standard: Traditional
 Other Overlays: FFO, HHO, FWO
 Site Acreage: 19.11 acres
 Proposed Number of Dwelling Units: 0
 Proposed Building Height: 4 stories

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



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

CONDITIONS OF APPROVAL:

Open Issues: 14 These issues are currently being filtered

Engineering - PUD Plan Checklist

General Issues

2. G. Grading Plan

tomi@franklintn.gov

The previous comment

"Impervious area, retaining wall, pipe outlet and grading are not permitted in the stream buffer." was not addressed. This comment must remain until a Stream Buffer Variance is obtained.

17. Existing Sewer

jimmy.wiseman@franklintn.gov

The following comment shall remain open as a reminder for Staff. Additional design is needed at the Site Plan stage while alternatives are being discussed. Staff believes a desirable solution can be achieved.

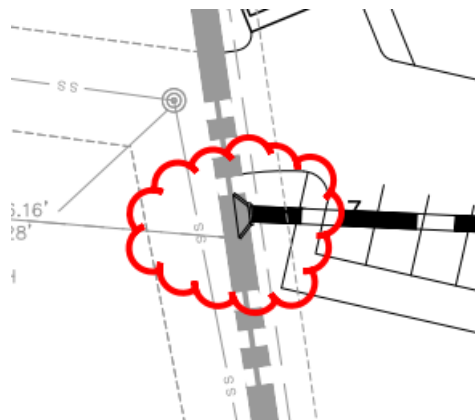
Applicant has stated that they have provided the top of casting for the existing sanitary sewer manholes. Unfortunately, the grade in this area is proposed to be raised with the completion of this project. If the final grade is to be raised and the fill puts the existing sanitary sewer at a depth greater than 12', the pipe material and easement shall be corrected to DI and the easement to 30' or the sewer shall be re-routed. No walls are permitted in the easement and it was stated by the applicant that the walls are required for the site to function. This has been discussed at numerous planning meetings with the applicant. The applicant shall provide a profile of the existing sanitary sewer main and the proposed final grade of the project. All possible conflicts with retaining walls, proposed utilities and easements shall be shown.

21. F. Development Plan

joe.marlo@franklintn.gov

Headwall has been pulled back slightly, but will likely still require grading on the adjacent property. The following is an Advisory Comment and **does not hinder approval of the Development Plan.**

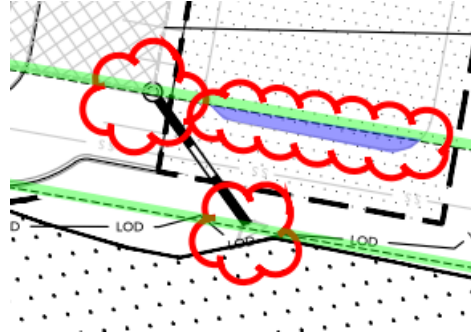
Advisory Comment: The proposed plan appears to require off-site grading work to be performed on adjacent properties in order to drain to bypass structure. At the Site Plan stage, the Applicant will be required to provide signed documentation by the adjacent property owners agreeing to the work shown on their properties.



33. Advisory Comment

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

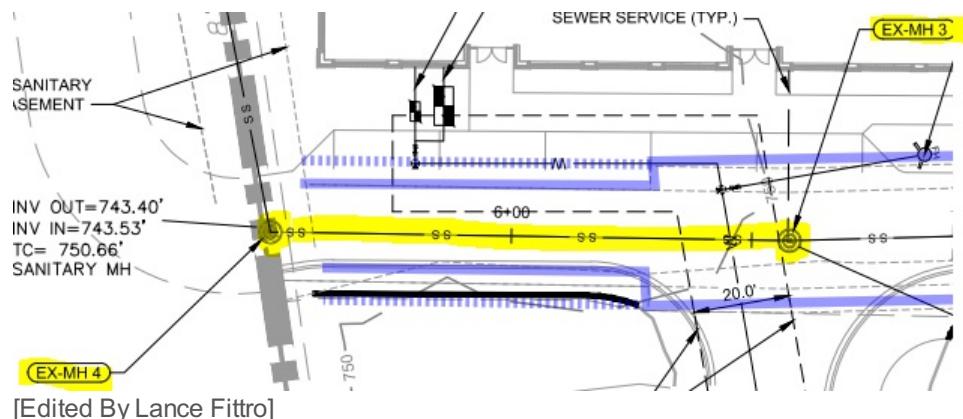
Advisory Comment: During detailed engineering design at the Site Plan stage, Applicant shall locate all stormwater structures and BMPs outside of utility easements, including the sanitary sewer easement along the western edge of the site.



34. Advisory Comment

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

Advisory Comment: If during detailed engineering design at the Site Plan stage, invert elevation depths of the existing sanitary sewer are determined to be 12 feet or greater below finish grade along any portion of the line, a 30-foot wide easement is required for that portion of the line extending from manhole to manhole, including the portion of line between EX-MH 3 and EX-MH 4. No walls or portions of walls (including footers or tie-backs) will be permitted in sanitary sewer easements.



35. D. Statement of Impacts

carlb@franklin.tn.gov Applicant shall provide a statement describing the anticipated impacts on:

- Street Network as shown on the Major Thoroughfare Plan including projected trips to be generated by the development.

In the TIA Addendum Table 3, the applicant's EB approach lane configurations do not match those given on page 1; update Table 3 accordingly.

38. F. Development Plan

lance.fittro@franklintn.gov In order to consider the proposed use of the adjacent church property for the construction of a drive aisle to meet fire circulation requirements, applicant shall provide a letter of intent from the church property owners agreeing to the proposed improvements on their property. Note that the proposed location of the added drive aisle will impact the existing bioretention area recently installed on the church property.

39. F. Development Plan

lance.fittro@franklintn.gov In the event that the proposed use of an as-yet-unbuilt off-site drive aisle required for fire circulation around the proposed building is approved, at Site Plan stage applicant shall provide:

- Site Plan for the subject development which meets COF requirements for fire circulation, sanitary sewer design per standard COF specifications including easement width and easement free from encroachments, stream buffer mitigation per approved variance, and stormwater peak control and water quality.
- Site Plan for the adjacent church property which meets both fire circulation requirements for the Branch Creek Crossing property and stormwater / water quality requirements for the church property.
- Both Site Plans shall be submitted for concurrent review. The Site Plan for the Branch Creek Crossing property cannot be approved prior to or independent of the Site Plan for the church property.
- A revised final plat for the church property shall be submitted placing the proposed drive aisle in a public access easement and revising the Green Infrastructure Easement for the relocated bioretention area.
- A revised final plat for the Branch Creek Crossing property shall be submitted which includes all required buffers and easements for the proposed Site Plan, as well as referencing any shared parking agreement established between the Branch Creek Crossing property and the church.
- Both revised final plats shall be recorded prior to issuance of the building permit for the proposed building.

Fire-Planning

Branch Creek Crossing Dev Plan Revision 3 Initial Submittal 12.11.2017.pdf

23. Access

josh.king@franklintn.gov Applicant shall provide a formal agreement on the access arrangement with the adjacent lot to satisfy site accessibility issues. See Engineering Conditions of Approval for more details.
[Edited By Joshua King]

24. Access

josh.king@franklintn.gov Applicant shall provide a formal agreement on the access arrangement with the adjacent lot to satisfy site accessibility issues. See Engineering Conditions of Approval for more details.
[Edited By Joshua King]

25. Access

josh.king@franklintn.gov Applicant shall provide a formal agreement on the access arrangement with the adjacent lot to satisfy site accessibility issues. See Engineering Conditions of Approval for more details.
[Edited By Joshua King]

Stormwater

General Issues

28. Stream Buffer

jeff.willoughby@franklintn.gov Applicant shall include LOD in encroachment calculations

36. Stream Buffer

jeff.willoughby@franklintn.gov It appears the storm sewer pipe and outfall is located within the area of buffer mitigation located on the southern portion of the site next to the bioretention area. The impacted area can not be counted as part of the buffer mitigation.

37. Stream Buffer

jeff.willoughby@franklintn.gov Applicant shall provide a formal stream buffer variance request to the City Engineer for approval BEFORE final development plan approval will be granted.

SITE DATA:

PROJECT NAME: BRANCH CREEK CROSSING (PUD), DEVELOPMENT PLAN REVISION 3
PROJECT NUMBER: 6591
SUBDIVISION: BRANCH CREEK CROSSING PUD
LOT NUMBER: NA
ADDRESS: 574 & 580 FRANKLIN ROAD
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 8TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS: MAP 53, PARCEL 75

EXISTING ZONING: SD-X (2,540,536)
PROPOSED ZONING: SD-X (96,536)
CHARACTER AREA OVERLAY: BCCO-4
OTHER APPLICABLE OVERLAYS: HHO, HHO BUFFER, FFO
APPLICABLE DEVELOPMENT STANDARD: TRADITIONAL
TOTAL ACREAGE: 19.11 AC
TOTAL SQUARE FOOTAGE: 832,556 +/- SF

MINIMUM REQUIRED SETBACKS:
FRONT YARD: 15'
REAR YARD: 10'
SIDE YARD: 5'

OWNER COMMERCIAL TRACTS:
LOT 1, LOT 2, OS1A, OS1B, OS2

BRANCH CREEK PARTNERS
1616 WESTGATE CIRCLE
SUITE 215
BRENTWOOD, TN 37207
615.467.6330
THARRIS@AVENUECONSTRUCTION.COM
TONY HARRIS

APPLICANT & OWNER OFFICE TRACTS:
LOT 3, OS3A, OS3B

BBC INVESTMENTS
202 E. WASHINGTON ST.
SUITE 310
ANN ARBOR, MI 48104

LANDSCAPE ARCHITECT:

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

ENGINEER:

KIMLEY-HORN
214 OCEANSIDE DRIVE
NASHVILLE, TN 37204
615.564.2877

BUILDING SQUARE FOOTAGE: +96,536
BUILDING HEIGHT: 3 STORIES AND 4 STORIES
LANDSCAPE SURFACE RATIO: 0.80/ 15.26 AC PROVIDED
MINIMUM LANDSCAPE SURFACE RATIO: 0.20/ 13.82 AC REQUIRED
MINIMUM PARKING REQUIREMENT: 2.85 SPACES / 1,000 SF
MAXIMUM PARKING LIMIT: 120% OF MINIMUM
EXISTING PARKING: N/A
RESIDENTIAL DENSITY: N/A
TREE CANOPY: 541,358 SF (90% OF TOTAL CANOPY)
PARKLAND DEDICATION: N/A
OPEN SPACE: 3% REQ. (0.57AC) FOR TRADITIONAL MIXED-USE ZONE, ALL FORMAL
PROVIDED LOT 1: 0.05 AC
PROVIDED LOT 2: 0.08 AC
PROVIDED LOT 3: 0.46 AC

STATEMENT OF IMPACTS:

WATER: (DEVELOPMENT PLAN REVISION 3)
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT VIA EXISTING 8" WATER LINE THAT EXTENDS APPROXIMATELY 615 LF FROM A 12" WATER LINE ON FRANKLIN ROAD. WATER AVAILABILITY OF APPROXIMATELY 20,400 GPD HAS BEEN CONFIRMED BY MVUD FOR THIS DEVELOPMENT. BASED ON THE UNIT FLOW OF 0.1 GPD/SQUARE FOOT, THE TOTAL ESTIMATED FLOW IS 5,600 GPD (FOR THE 56,000 SF OFFICE BUILDING).

SEWER: (DEVELOPMENT PLAN REVISION 3)
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN THROUGH THE SPENCER CREEK BASIN INTERCEPTOR. THE CITY OF FRANKLIN HAS APPROVED THE ADDITION OF 60 SFUE FOR THE DEVELOPMENT.

REPURIFIED (REUSE) WATER FACILITIES:
NONE WITHIN THE DEVELOPMENT

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

BASED ON THE PROJECTED TRIPS TO BE GENERATED BY THE DEVELOPMENT, THE TOTAL DAILY TRIPS IS 813.

DEVELOPMENT WILL REQUIRE RIGHT TURN LANE AND SIGNALIZATION AS PER TRAFFIC STUDY PREVIOUSLY SUPPLIED WITH ORIGINAL SUBMITTAL.

DRAINAGE FACILITIES:

STORMWATER FLOWS WILL BE TREATED FOR WATER QUALITY BY GREEN INFRASTRUCTURE THROUGHOUT THE SITE AND POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PRE DEVELOPMENT PEAK FLOWS BY THE DETENTION POND AND OUTLET STRUCTURE.

POLICE, FIRE AND RECREATIONAL FACILITIES:

POLICE - 900 COLUMBIA AVE. 4.2 MILES
FIRE - STATION #3, 370 MALLORY STATION ROAD, 2.4 MILES
RECREATIONAL - DRY BRANCH WETLANDS, 0.25 MILES

PROJECTED STUDENT POPULATION:

NO STUDENTS

ELECTRICITY

ELECTRIC WILL BE PROVIDED BY MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORP.

GAS

NATURAL GAS WILL BE PROVIDED BY ATMOS GAS VIA EXISTING MAINS ALONG FRANKLIN ROAD.

REFUSE COLLECTION

REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY PRIVATE COLLECTION.

NOTE:

NO CHANGES ARE PROPOSED TO COMMERCIAL LOTS 1 AND 2
SITE PLANS HAVE BEEN SUBMITTED AND APPROVED FOR THESE LOTS, AND CONSTRUCTION IS UNDERWAY.

LAND USE PLAN COMPLIANCE & DESIGN CONCEPTS:

ENVISION FRANKLIN: NEIGHBORHOOD MIXED USE
PROFESSIONAL OFFICE IS AN APPROVED USE.

THIS DEVELOPMENT PLAN REVISION SPECIFICALLY ADDRESSES THE OFFICE BUILDING PROPOSED FOR LOT 3. THE LAYOUT REVISIONS PROPOSED HERE ARE SUPPORTED BY THE ENVISION FRANKLIN GUIDELINES. EXAMPLES INCLUDE ORIENTING MAIN BUILDING ENTRANCES TO THE STREET AND CREATING AN ACTIVE FORMAL OPEN SPACE PLAZA.

PARKING IN THE FRONT IS LIMITED TO PARALLEL PARKING. THE REST OF THE PARKING IS POSITIONED TO THE SIDE AND REAR OF THE BUILDING. LANDSCAPE ISLANDS IN SIDE PARKING LOT ARE LARGER THAN REQUIRED TO PROVIDE ADDITIONAL VEGETATION.

OPEN SPACE REQUIREMENT CHART

MINIMUM OPEN SPACE REQUIREMENT: 3% OF TOTAL SITE
3% * 19.11 AC = 0.57 AC / 24,829 SF
NOTE: 100% OF OPEN SPACE IS FORMAL

OPEN SPACE PROVIDED:			
KEY	CLASSIFICATION	TYPE	AREA (SF)
T01A	FORMAL	PLAZA	2,271
T02A	FORMAL	PLAZA	2,621
T03A	FORMAL	PLAZA	11,796
T03B	FORMAL	PARK/FORMAL TRAIL	8,250

ADDITIONAL OPEN SPACE LOTS AS SHOWN ON PLAN:

KEY	CLASSIFICATION	TYPE	AREA (SF)
OS1A	OTHER	STREAM BUFFER AREA	1,167
OS1B	OTHER	STREAM BUFFER AREA	4,174
OS2	OTHER	STREAM BUFFER AREA	7,336

TOTAL REQUIRED OPEN SPACE PROVIDED:
FORMAL = 0.57 AC / 24,938 SF (3%)

PHASING SCHEDULE (ESTIMATED):

LOT 1 - COMMERCIAL
SITE PLAN FOR 18,000 SF NON-RESIDENTIAL BUILDING IS APPROVED. SITE IS IN CONSTRUCTION.

LOT 2 - COMMERCIAL
22,698 SF NON-RESIDENTIAL BUILDING. CONSTRUCTION TO COMMENCE IN 2017.

LOT 3 - OFFICE
TO BE CONSTRUCTED IN ONE PHASE

DEVELOPMENT SUMMARY

REVISION 3:

- REMOVAL OF ALL RESIDENTIAL CONDO UNITS FROM PUD.
- LOT 3 LAYOUT CHANGE INCLUDES A 4-STORY OFFICE BUILDING (56,000 SF).
- LOT 3 PARKING LOT STUBS TO FUTURE PARKING LOT ON ADJACENT CHURCH PROPERTY.
- NO CHANGES PROPOSED TO COMMERCIAL LOTS

REVISION 2: WITHDRAWN WITHOUT APPROVAL - MAY 2017, COF#6041

- LOT 3 LAYOUT CHANGE TO ACCOMMODATE NEW RESIDENTIAL BUILDINGS AND FULL CIRCULATION AROUND THE BUILDINGS
- INCREASE IN RESIDENTIAL CONDO UNITS FROM 48 TO 54 UNITS
- NO CHANGES PROPOSED TO COMMERCIAL LOTS

REVISION 1: APPROVED NOVEMBER 2016, COF# 6281

- REMOVAL OF INCOMPATIBLE USE BUFFER ADJACENT TO FAMILY LEGACY PUD
- INCREASE OF COMMERCIAL SQUARE FOOTAGE FROM 36,480 SF TO 40,000-44,000 SF
- NO CHANGES TO RESIDENTIAL LOT (LOT 3)

ORIGINAL DEVELOPMENT PLAN: APPROVED APRIL 2016, COF# 4692

TREE CANOPY DATA

EXISTING TREE CANOPY: 602,752 SF (72% OF TOTAL SITE)
REQUIRED CANOPY PRESERVATION = 15%
REQUIRED PRESERVATION = 108,495 SF (2.49 AC)

TOTAL CANOPY REMOVED WITH SITE PLAN 1 & 2: 21,087 SF
TOTAL CANOPY REMOVED WITH FUTURE LOT 3: 39,885 SF

PROVIDED TREE CANOPY PRESERVATION: 541,358 SF (90% OF TOTAL CANOPY)

TREE CANOPY RETENTION

TREE AREA	EXISTING CANOPY	REMOVED CANOPY SITE PLAN 1	REMOVED CANOPY SITE PLAN 2	REMOVED CANOPY FUTURE	REMAINING CANOPY
TREE R1	559,731 SF	0 SF	0 SF	39,885 SF	519,846 SF
TREE R2	16,429 SF	5,851 SF	0 SF	203 SF	10,375 SF
TREE R3	6,439 SF	6,288 SF	151 SF	0 SF	0 SF
TREE R4	8,985 SF	0 SF	8,570 SF	0 SF	415 SF
TREE R5	11,188 SF	0 SF	446 SF	0 SF	10,722 SF
TOTAL SF	602,752 SF	12,139 SF	9,167 SF	40,088 SF	541,358 SF
TOTAL ACRES	13.84 AC	0.28 AC	0.21 AC	0.92 AC	12.43 AC

PRESERVED TREE CANOPY

PARKING CHART

PARKING RATIO FOR TRADITIONAL OFFICE: 2.85 SPACES/1,000.
TOTAL OFFICE SF: 96,536 SF
TOTAL PARKING REQUIRED: 276 SPACES
TOTAL PARKING PROVIDED: 277 SPACES
MAXIMUM PARKING: 120% OF REQUIRED (332 SPACES)

LOT 1 AND LOT 2:
TOTAL SF: 40,536 SF
TOTAL PARKING PROVIDED: 120 SPACES (17 PERVIOUS/103 IMPERVIOUS)

LOT 3:
TOTAL SF: 56,000 SF
TOTAL PARKING PROVIDED: 157 SPACES
(30 COMPACT SPACES; 19% OF TOTAL PROVIDED)

TRIP GENERATION TABLE

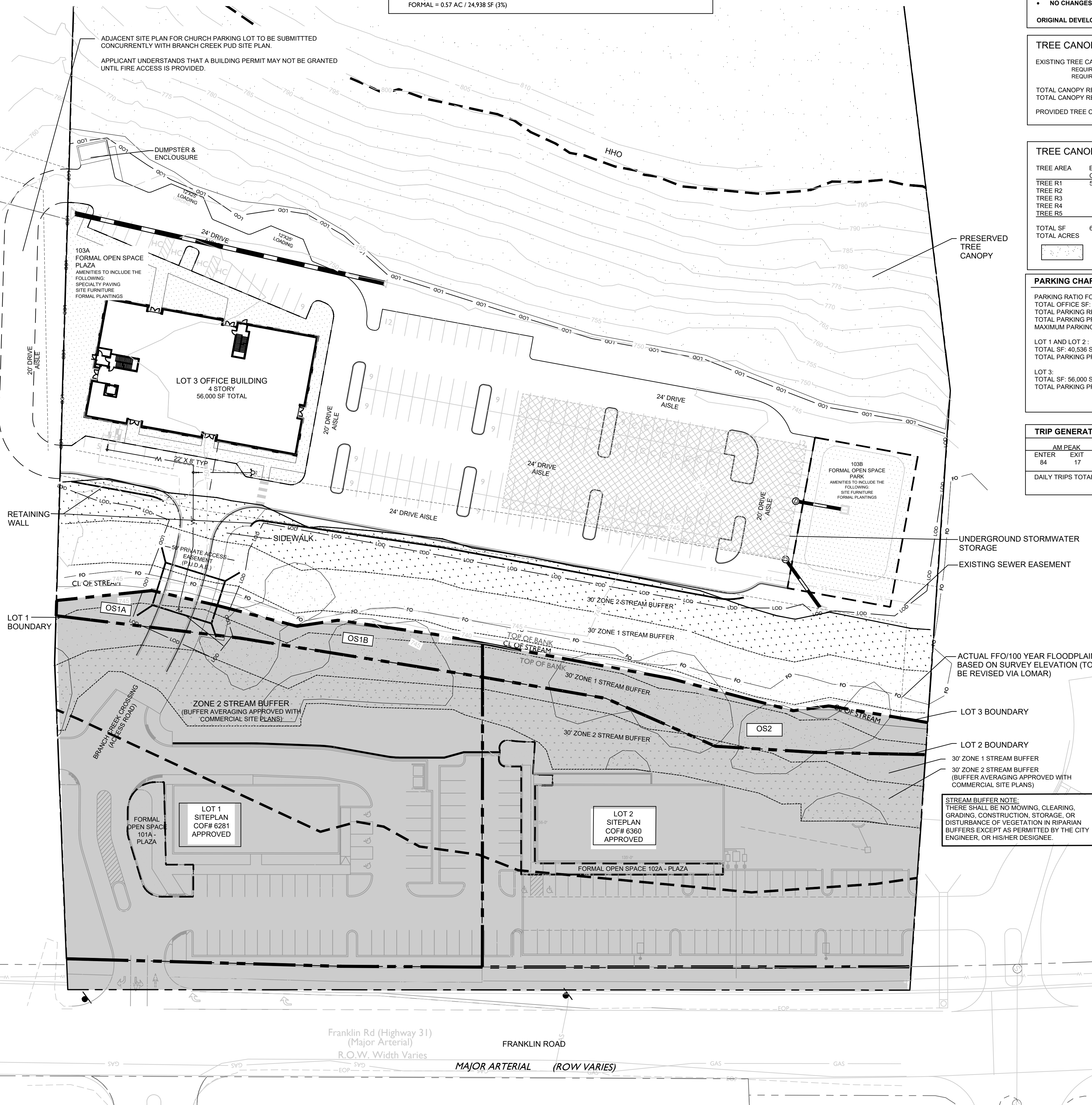
AM PEAK		PM PEAK	
ENTER	EXIT	ENTER	EXIT
84	17	14	74

DAILY TRIPS TOTAL: 813

KEY:

- SITE PLAN APPROVED OR UNDER REVIEW, NO CHANGES PROPOSED
- FORMAL OPEN SPACE
- PRESERVED TREE CANOPY
- ZONE 1 BUFFER
- ZONE 2 BUFFER

STREAM BUFFER NOTE:
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/HER DESIGNEE.





general elevation notes

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

elevation keynotes

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

zone 4 - building envelope requirements

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

zone 4 - building envelope requirements fenestration

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

planning commission note

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

hvac screening

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

material legend

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

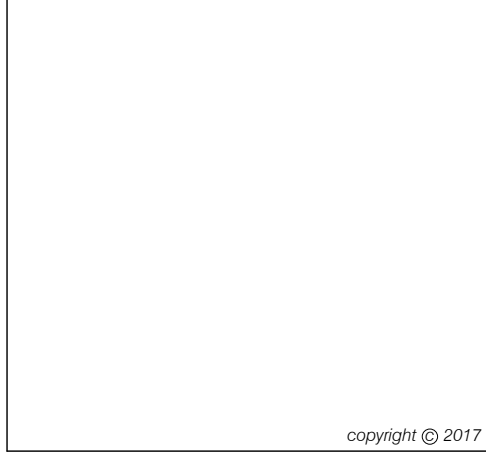


1 SOUTH ELEVATION
1/8" = 1'-0"

2 EAST ELEVATION
1/8" = 1'-0"



3 a400 - southeast perspective



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client
project:
BRANCH CREEK CROSSING
FRANKLIN TN

BRANCH CREEK CROSSING

revisions	
△	
date:	10.03.17
project no.:	a17.031.00

building elevations

a400



1 NORTH ELEVATION
1/8" = 1'-0"

general elevation notes

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

elevation keynotes

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

zone 4 - building envelope requirements

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

zone 4 - building envelope requirements fenestration

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

planning commission note

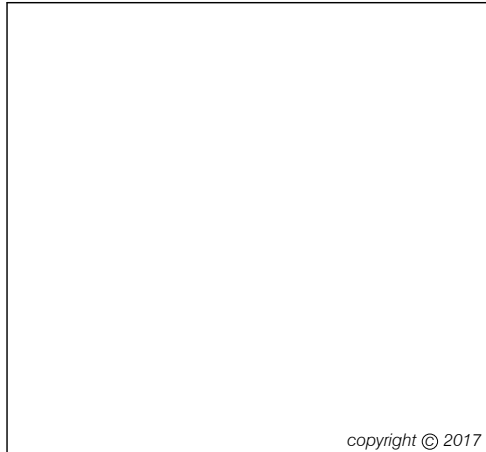
THESE ELEVATIONS HAVE BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF FRANKLIN'S ARCHITECTURAL DESIGN STANDARDS AND THE APPROVAL OF THE PLANNING COMMISSION/CITY OF FRANKLIN. CHANGES SHALL NOT BE MADE TO THE APPROVED ELEVATIONS UNLESS APPROVED BY THE CODES DIRECTOR OR THE PLANNING COMMISSION. COF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

hvac screening

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

material legend

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



listen • think • create
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b3studio inc.
1104 west main street | franklin, tn 37004 | www.b3studio.com

client

project:

BRANCH CREEK CROSSING

FRANKLIN TN

revisions



date: 10.03.17
project no.: a17.031.00

building
elevations

a401



2 WEST ELEVATION
1/8" = 1'-0"



3 a401 - northwest perspective

BRANCH CREEK CROSSING DEVELOPMENT PLAN, REVISION 3

WILLIAMSON COUNTY, TENNESSEE

OWNER COMMERCIAL TRACTS (LOT 1, LOT 2, OS1A, OS1B, OS2):
BRANCH CREEK PARTNERS 1616 WESTGATE CIRCLE
SUITE 215
BRENTWOOD, TN 37207
615.467.6330
THARRIS@AVENUECONSTRUCTION.COM
TONY HARRIS

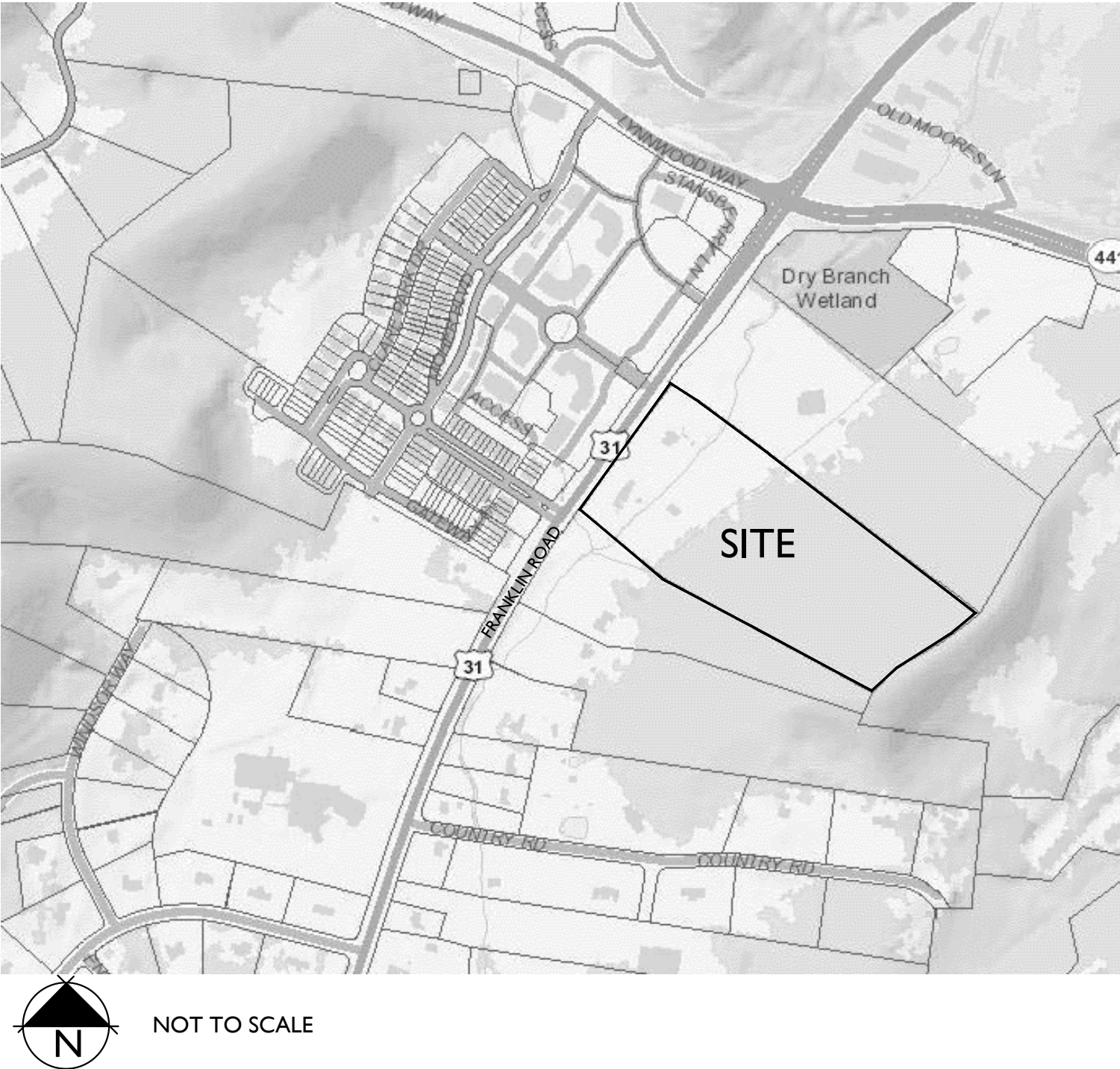
APPLICANT / OWNER REMAINING TRACTS (LOT 3, OS3A, OS3B):
BBC INVESTMENTS
202 E. WASHINGTON ST.
SUITE 310
ANN ARBOR, MI 48104

LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TN 37064

SURVEYOR:
HARRAH & ASSOCIATES
ROGER HARRAH
1722 GENERAL GEORGE PATTON DRIVE
#400
BRENTWOOD, TN 37027

ENGINEER:
KIMLEY-HORN
214 OCEANSIDE DRIVE
NASHVILLE, TN 37204
615.564.2877

ARCHITECT:
B3 STUDIO
PAUL BASS
1104 WEST MAIN STREET
FRANKLIN, TN 37064

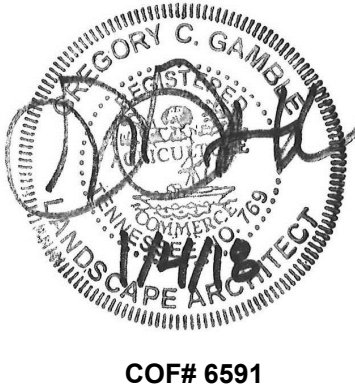


SHEET INDEX

C1.0	OVERALL EXISTING CONDITIONS
C1.1	ENLARGED EXISTING CONDITIONS
C2.0	OVERALL DEVELOPMENT PLAN
C2.1	BUFFER REDUCTION REQUEST
C2.2	DEVELOPMENT PLAN REVISION COMPARISON
C3.0	OVERALL GRADING AND DRAINAGE PLAN
C4.0	OVERALL ROW AND ACCESS PLAN
C5.0	OVERALL UTILITY PLAN
C5.1	EX. SSWR PLAN AND PROFILE
A400	ARCHITECTURE
A401	ARCHITECTURE

DEVELOPMENT SUMMARY

- REVISION 3:
- REMOVAL OF ALL RESIDENTIAL CONDO UNITS FROM PUD.
 - LOT 3 LAYOUT CHANGE INCLUDES A 4-STORY OFFICE BUILDING (56,000 SF).
 - LOT 3 PARKING LOT STUBS TO FUTURE PARKING LOT ON ADJACENT CHURCH PROPERTY.
 - NO CHANGES PROPOSED TO COMMERCIAL LOTS
- REVISION 2: WITHDRAWN WITHOUT APPROVAL - MAY 2017, COF#6041
- LOT 3 LAYOUT CHANGE TO ACCOMMODATE NEW RESIDENTIAL BUILDINGS AND FULL CIRCULATION AROUND THE BUILDINGS
 - INCREASE IN RESIDENTIAL CONDO UNITS FROM 48 TO 54 UNITS
 - NO CHANGES PROPOSED TO COMMERCIAL LOTS
- REVISION 1: APPROVED NOVEMBER 2016, COF# 6281
- REMOVAL OF INCOMPATIBLE USE BUFFER ADJACENT TO FAMILY LEGACY PUD
 - INCREASE OF COMMERCIAL SQUARE FOOTAGE FROM 36,480 SF TO 40,000-44,000 SF
 - NO CHANGES TO RESIDENTIAL LOT (LOT 3)
- ORIGINAL DEVELOPMENT PLAN: APPROVED APRIL 2016, COF# 4692



COF# 6591

ISSUED : DECEMBER 11, 2017

REVISIONS
1. January 4, 2018

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

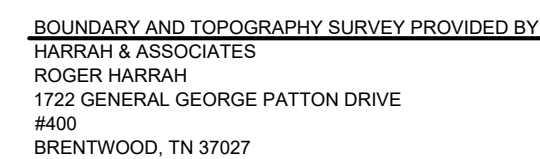
① Jan. 4, 2018

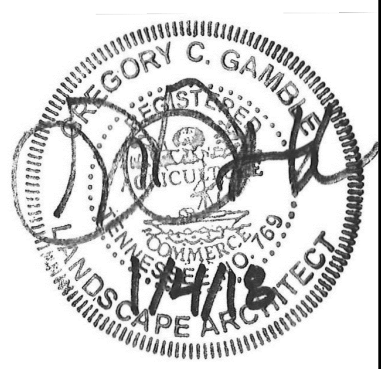
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C1.0





ISSUED: DEC 11, 2017
Revision Date
△ Jan. 4, 2018
△
△
△

SPECIMEN TREE SURVEY

Tree Number	Tree Size	Status	Tree Number	Tree Size	Health	Status
1	40"		101	38"	Poor	Removed 1
2	26"		102	24"	Poor	Removed 1
3	26"		103	36"	Fair	Removed 2
4	28"		104	48"	Fair	
5	24"		105	36"	Fair	
6	24"		106	28"	Fair	
7	30"		107	38"	Fair	
8	28"		108	32"	Fair	Removed 1
9	24"	REMOVED 3	109	48"	Poor	
10	44"	REMOVED 3	110	36"	Poor	
11	30"	REMOVED 3	111	30"	Fair	
12	40"	REMOVED 3	112	24"	Fair	
13	26"		113	32"	Fair	REMOVED 3
14	24"	REMOVED 3	114	26"	Fair	REMOVED 3
15	30"	REMOVED 3	115	48"	Good	
16	40"		116	28"	Good	
17	24"					
18	24"					
19	24"					
20	48"					
21	44"					
22	42"					
23	30"					
24	26"					
25	24"					
26	24"					
27	24"					
28	24"					
29	26"					
30	24"					
31	24"					
32	24"					
33	24"					
34	30"					
35	30"					
36	30"					
37	24"					
38	24"					
39	24"					
40	24"					

SPECIMEN TREE REPLACEMENT CHART			
LOT	REPLACEMENT IN. REQUIRED	INCHES REPLACED	TOTAL REMAINING
LOT 1: COF #6281	64	65	+1 IN
LOT 2: COF #6360	72	76	+4 IN
LOT 3	500	-	-500 IN
TOTAL REPLACEMENT			-495 IN

REPLACEMENT FOR REMOVED HEALTHY SPECIMEN INCHES IS 2:1

SPECIMEN TREES REMOVED ON LOTS 1 AND 2 HAVE BEEN REPLACED ON LOTS 1 AND 2.

ANY SPECIMEN TREE REMOVED ON LOT 3 WILL BE REPLACED ON LOT 3, OR A CONTRIBUTION TO THE TREE BANK WILL BE MADE. ANTICIPATED REMOVAL IS NOTED ABOVE AND WILL BE CONFIRMED WITH SUBMITTAL OF SITE PLAN DOCUMENTS FOR LOT 3.

TREE CANOPY DATA

EXISTING TREE CANOPY: 602,752 SF (72% OF TOTAL SITE)
REQUIRED CANOPY PRESERVATION = 18%
REQUIRED PRESERVATION = 108,495 SF (2.49 AC)
TOTAL CANOPY REMOVED WITH SITE PLAN 1 & 2: 21,087 SF
TOTAL CANOPY REMOVED WITH FUTURE LOT 3: 39,885 SF
PROVIDED TREE CANOPY PRESERVATION: 541,358 SF (90% OF TOTAL CANOPY)

TREE CANOPY RETENTION

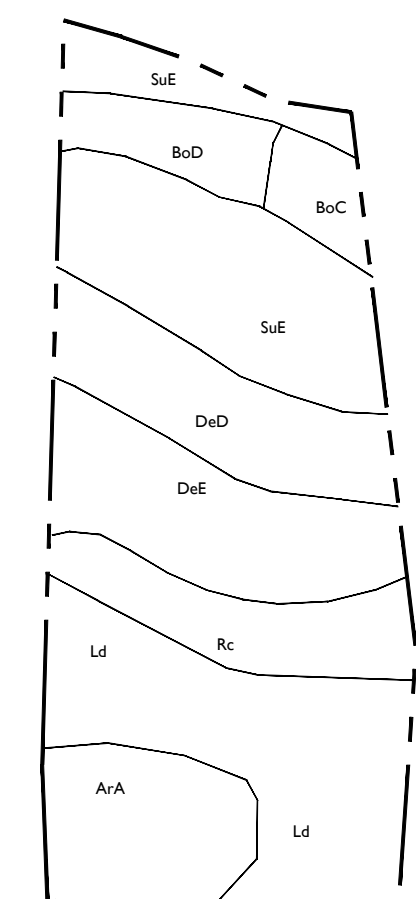
TREE AREA	EXISTING CANOPY	REMOVED CANOPY SITE PLAN 1	REMOVED CANOPY SITE PLAN 2	REMOVED CANOPY FUTURE	REMAINING CANOPY
TREE R1	659,731 SF	0 SF	0 SF	39,885 SF	619,846 SF
TREE R2	16,429 SF	5,851 SF	0 SF	203 SF	10,375 SF
TREE R3	6,439 SF	6,288 SF	151 SF	0 SF	0 SF
TREE R4	8,985 SF	0 SF	8,570 SF	0 SF	415 SF
TREE R5	11,168 SF	0 SF	446 SF	0 SF	10,722 SF
TOTAL SF	602,752 SF	12,139 SF	9,167 SF	40,088 SF	541,358 SF
TOTAL ACRES	13.84 AC	0.28 AC	0.21 AC	0.92 AC	12.43 AC

KEY:

	SPECIMEN TREE		STREAM BUFFER ZONE 1
	TREE CANOPY REMOVED WITH LOT 1 AND 2 SITE PLANS		STREAM BUFFER ZONE 1
	TREE CANOPY REMOVAL AREA		STREAM BUFFER ZONE 2
	SLOPES 14-19%		SLOPES >20%

BOUNDARY AND TOPOGRAPHY SURVEY PROVIDED BY:
HARRAH & ASSOCIATES
ROGER HARRAH
1722 GENERAL GEORGE PATTON DRIVE
#400
BRENTWOOD, TN 37027

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



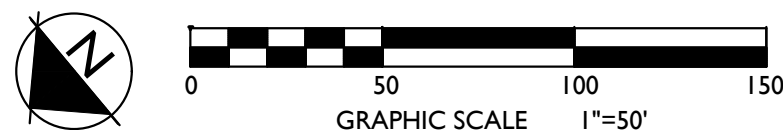
SOIL MAP : NOT TO SCALE

SOIL KEY

ArA	ARMOUR SILT LOAM, 0 TO 2 PERCENT SLOPES
BoD	BODINE CHERTY SILT LOAM, 2 TO 5 PERCENT SLOPES, ERODED
BoD	BODINE CHERTY SILT LOAM, 12 TO 20 PERCENT SLOPES
DeD	DELLROSE GRAVELLY SILT LOAM, 12 TO 20 PERCENT SLOPES, ERODED
DeE	DELLROSE GRAVELLY SILT LOAM, 20 TO 30 PERCENT SLOPES, ERODED
Ld	LINDSIDE CHERTY SILT LOAM, PHOSPHATICE
Rc	ROCKLAND
SuE	SULPHURA CHERTY SILT LOAM, 20 TO 50 PERCENT SLOPES



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



SITE DATA:

PROJECT NAME: BRANCH CREEK CROSSING (PUD), DEVELOPMENT PLAN REVISION 3
 PROJECT NUMBER: 6591
 SUBDIVISION: BRANCH CREEK CROSSING PUD
 LOT NUMBER: NA
 ADDRESS: 574 & 580 FRANKLIN ROAD
 CITY: FRANKLIN
 COUNTY: WILLIAMSON
 STATE: TENNESSEE
 CIVIL DISTRICT: 8TH CIVIL DISTRICT
 MAP, GROUP, PARCEL NUMBERS: MAP 53, PARCEL 75

EXISTING ZONING: SD-X (2,540,536)
 PROPOSED ZONING: SD-X (96,536)
 CHARACTER AREA OVERLAY: BCCO-4
 OTHER APPLICABLE OVERLAYS: HHO, HHO BUFFER, FFO
 APPLICABLE DEVELOPMENT STANDARD: TRADITIONAL
 TOTAL ACREAGE: 19.11 AC
 TOTAL SQUARE FOOTAGE: 832,556 +/- SF

MINIMUM REQUIRED SETBACKS:
 FRONT YARD: 15'
 REAR YARD: 10'
 SIDE YARD: 5'

OWNER COMMERCIAL TRACTS:
 LOT 1, LOT 2, OS1A, OS1B, OS2

BRANCH CREEK PARTNERS
 1616 WESTGATE CIRCLE
 SUITE 215
 BRENTWOOD, TN 37207
 615.467.6330
 THARRIS@AVENUECONSTRUCTION.COM
 TONY HARRIS

APPLICANT & OWNER OFFICE TRACTS:
 LOT 3, OS3A, OS3B

BBC INVESTMENTS
 202 E. WASHINGTON ST.
 SUITE 310
 ANN ARBOR, MI 48104

LANDSCAPE ARCHITECT:

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

ENGINEER:

KIMLEY-HORN
 214 OCEANSIDE DRIVE
 NASHVILLE, TN 37204
 615.564.2877

BUILDING SQUARE FOOTAGE: +96,536
BUILDING HEIGHT: 3 STORIES AND 4 STORIES
LANDSCAPE SURFACE RATIO: 0.80/ 15.26 AC PROVIDED
MINIMUM LANDSCAPE SURFACE RATIO: 0.20/ 13.82 AC REQUIRED
MINIMUM PARKING REQUIREMENT: 2.85 SPACES / 1,000 SF
MAXIMUM PARKING LIMIT: 120% OF MINIMUM
EXISTING PARKING: N/A
RESIDENTIAL DENSITY: N/A
TREE CANOPY: 541,358 SF (90% OF TOTAL CANOPY)
3% REQ. (0.57AC) FOR TRADITIONAL MIXED-USE ZONE, ALL FORMAL
PROVIDED LOT 1: 0.05 AC
PROVIDED LOT 2: 0.08 AC
PROVIDED LOT 3: 0.46 AC

STATEMENT OF IMPACTS:

WATER: (DEVELOPMENT PLAN REVISION 3)
 WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT VIA EXISTING 8" WATER LINE THAT EXTENDS APPROXIMATELY 615 LF FROM A 12" WATER LINE ON FRANKLIN ROAD. WATER AVAILABILITY OF APPROXIMATELY 20,400 GPD HAS BEEN CONFIRMED BY MVUD FOR THIS DEVELOPMENT. BASED ON THE UNIT FLOW OF 0.1 GPD/SQUARE FOOT, THE TOTAL ESTIMATED FLOW IS 5,600 GPD (FOR THE 56,000 SF OFFICE BUILDING).

SEWER: (DEVELOPMENT PLAN REVISION 3)
 SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN THROUGH THE SPENCER CREEK BASIN INTERCEPTOR. THE CITY OF FRANKLIN HAS APPROVED THE ADDITION OF 60 SFUE FOR THE DEVELOPMENT.

REPURIFIED (REUSE) WATER FACILITIES:
 NONE WITHIN THE DEVELOPMENT

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

BASED ON THE PROJECTED TRIPS TO BE GENERATED BY THE DEVELOPMENT, THE TOTAL DAILY TRIPS IS 813.

DEVELOPMENT WILL REQUIRE RIGHT TURN LANE AND SIGNALIZATION AS PER TRAFFIC STUDY PREVIOUSLY SUPPLIED WITH ORIGINAL SUBMITTAL.

DRAINAGE FACILITIES:
 STORMWATER FLOWS WILL BE TREATED FOR WATER QUALITY BY GREEN INFRASTRUCTURE THROUGHOUT THE SITE AND POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PRE DEVELOPMENT PEAK FLOWS BY THE DETENTION POND AND OUTLET STRUCTURE.

POLICE, FIRE AND RECREATIONAL FACILITIES:
 POLICE - 900 COLUMBIA AVE. 4.2 MILES
 FIRE - STATION #3, 370 MALLORY STATION ROAD, 2.4 MILES
 RECREATIONAL - DRY BRANCH WETLANDS, 0.25 MILES

PROJECTED STUDENT POPULATION:
 NO STUDENTS

ELECTRICITY:
 ELECTRIC WILL BE PROVIDED BY MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORP.

GAS:
 NATURAL GAS WILL BE PROVIDED BY ATMOS GAS VIA EXISTING MAINS ALONG FRANKLIN ROAD.

REFUSE COLLECTION:
 REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY PRIVATE COLLECTION.

NOTE:
 NO CHANGES ARE PROPOSED TO COMMERCIAL LOTS 1 AND 2
 SITE PLANS HAVE BEEN SUBMITTED AND APPROVED FOR THESE LOTS, AND CONSTRUCTION IS UNDERWAY.

LAND USE PLAN COMPLIANCE & DESIGN CONCEPTS:
 ENVISION FRANKLIN: NEIGHBORHOOD MIXED USE
 PROFESSIONAL OFFICE IS AN APPROVED USE.

THIS DEVELOPMENT PLAN REVISION SPECIFICALLY ADDRESSES THE OFFICE BUILDING PROPOSED FOR LOT 3. THE LAYOUT REVISIONS PROPOSED HERE ARE SUPPORTED BY THE ENVISION FRANKLIN GUIDELINES. EXAMPLES INCLUDE ORIENTING MAIN BUILDING ENTRANCES TO THE STREET AND CREATING AN ACTIVE FORMAL OPEN SPACE PLAZA.

PARKING IN THE FRONT IS LIMITED TO PARALLEL PARKING. THE REST OF THE PARKING IS POSITIONED TO THE SIDE AND REAR OF THE BUILDING. LANDSCAPE ISLANDS IN SIDE PARKING LOT ARE LARGER THAN REQUIRED TO PROVIDE ADDITIONAL VEGETATION.

OPEN SPACE REQUIREMENT CHART

MINIMUM OPEN SPACE REQUIREMENT: 3% OF TOTAL SITE
 3% * 19.11 AC = 0.57 AC / 24,829 SF
 NOTE: 100% OF OPEN SPACE IS FORMAL

KEY	CLASSIFICATION	TYPE	AREA (SF)
101A	FORMAL	PLAZA	2,271
102A	FORMAL	PLAZA	2,621
103A	FORMAL	PLAZA	11,796
103B	FORMAL	PARK/FORMAL TRAIL	8,250

ADDITIONAL OPEN SPACE LOTS AS SHOWN ON PLAN:

KEY	CLASSIFICATION	TYPE	AREA (SF)
OS1A	OTHER	STREAM BUFFER AREA	1,167
OS1B	OTHER	STREAM BUFFER AREA	4,174
OS2	OTHER	STREAM BUFFER AREA	7,336

TOTAL REQUIRED OPEN SPACE PROVIDED:
 FORMAL = 0.57 AC / 24,938 SF (3%)

PHASING SCHEDULE (ESTIMATED):

LOT 1 - COMMERCIAL
 SITE PLAN FOR 18,000 SF NON-RESIDENTIAL BUILDING IS APPROVED. SITE IS IN CONSTRUCTION.

LOT 2 - COMMERCIAL
 22,698 SF NON-RESIDENTIAL BUILDING. CONSTRUCTION TO COMMENCE IN 2017.

LOT 3 - OFFICE
 TO BE CONSTRUCTED IN ONE PHASE

DEVELOPMENT SUMMARY

REVISION 3:

- REMOVAL OF ALL RESIDENTIAL CONDO UNITS FROM PUD.
- LOT 3 LAYOUT CHANGE INCLUDES A 4-STORY OFFICE BUILDING (56,000 SF).
- LOT 3 PARKING LOT STUBS TO FUTURE PARKING LOT ON ADJACENT CHURCH PROPERTY.
- NO CHANGES PROPOSED TO COMMERCIAL LOTS

REVISION 2: WITHDRAWN WITHOUT APPROVAL - MAY 2017, COF#6041

- LOT 3 LAYOUT CHANGE TO ACCOMMODATE NEW RESIDENTIAL BUILDINGS AND FULL CIRCULATION AROUND THE BUILDINGS
- INCREASE IN RESIDENTIAL CONDO UNITS FROM 48 TO 54 UNITS
- NO CHANGES PROPOSED TO COMMERCIAL LOTS

REVISION 1: APPROVED NOVEMBER 2016, COF# 6281

- REMOVAL OF INCOMPATIBLE USE BUFFER ADJACENT TO FAMILY LEGACY PUD
- INCREASE OF COMMERCIAL SQUARE FOOTAGE FROM 36,480 SF TO 40,000-44,000 SF
- NO CHANGES TO RESIDENTIAL LOT (LOT 3)

ORIGINAL DEVELOPMENT PLAN: APPROVED APRIL 2016, COF# 4692

TREE CANOPY DATA

EXISTING TREE CANOPY: 602,752 SF (72% OF TOTAL SITE)
 REQUIRED CANOPY PRESERVATION = 15%
 REQUIRED PRESERVATION = 108,495 SF (2.49 AC)

TOTAL CANOPY REMOVED WITH SITE PLAN 1 & 2: 21,087 SF
 TOTAL CANOPY REMOVED WITH FUTURE LOT 3: 39,885 SF

PROVIDED TREE CANOPY PRESERVATION: 541,358 SF (90% OF TOTAL CANOPY)

TREE CANOPY RETENTION

TREE AREA	EXISTING CANOPY	REMOVED CANOPY SITE PLAN 1	REMOVED CANOPY SITE PLAN 2	REMOVED CANOPY FUTURE	REMAINING CANOPY
TREE R1	559,731 SF	0 SF	0 SF	39,885 SF	519,846 SF
TREE R2	16,429 SF	5,851 SF	0 SF	203 SF	10,375 SF
TREE R3	6,439 SF	6,288 SF	151 SF	0 SF	0 SF
TREE R4	8,985 SF	0 SF	8,570 SF	0 SF	415 SF
TREE R5	11,188 SF	0 SF	446 SF	0 SF	10,722 SF
TOTAL SF	602,752 SF	12,139 SF	9,167 SF	40,088 SF	541,358 SF
TOTAL ACRES	13.84 AC	0.28 AC	0.21 AC	0.92 AC	12.43 AC

PRESERVED TREE CANOPY

PARKING CHART

PARKING RATIO FOR TRADITIONAL OFFICE: 2.85 SPACES/1,000.
 TOTAL OFFICE SF: 96,536 SF
 TOTAL PARKING REQUIRED: 276 SPACES
 TOTAL PARKING PROVIDED: 277 SPACES
 MAXIMUM PARKING: 120% OF REQUIRED (332 SPACES)

LOT 1 AND LOT 2:
 TOTAL SF: 40,536 SF
 TOTAL PARKING PROVIDED: 120 SPACES (17 PERVIOUS/103 IMPERVIOUS)

LOT 3:
 TOTAL SF: 56,000 SF
 TOTAL PARKING PROVIDED: 157 SPACES
 (30 COMPACT SPACES; 19% OF TOTAL PROVIDED)

TRIP GENERATION TABLE

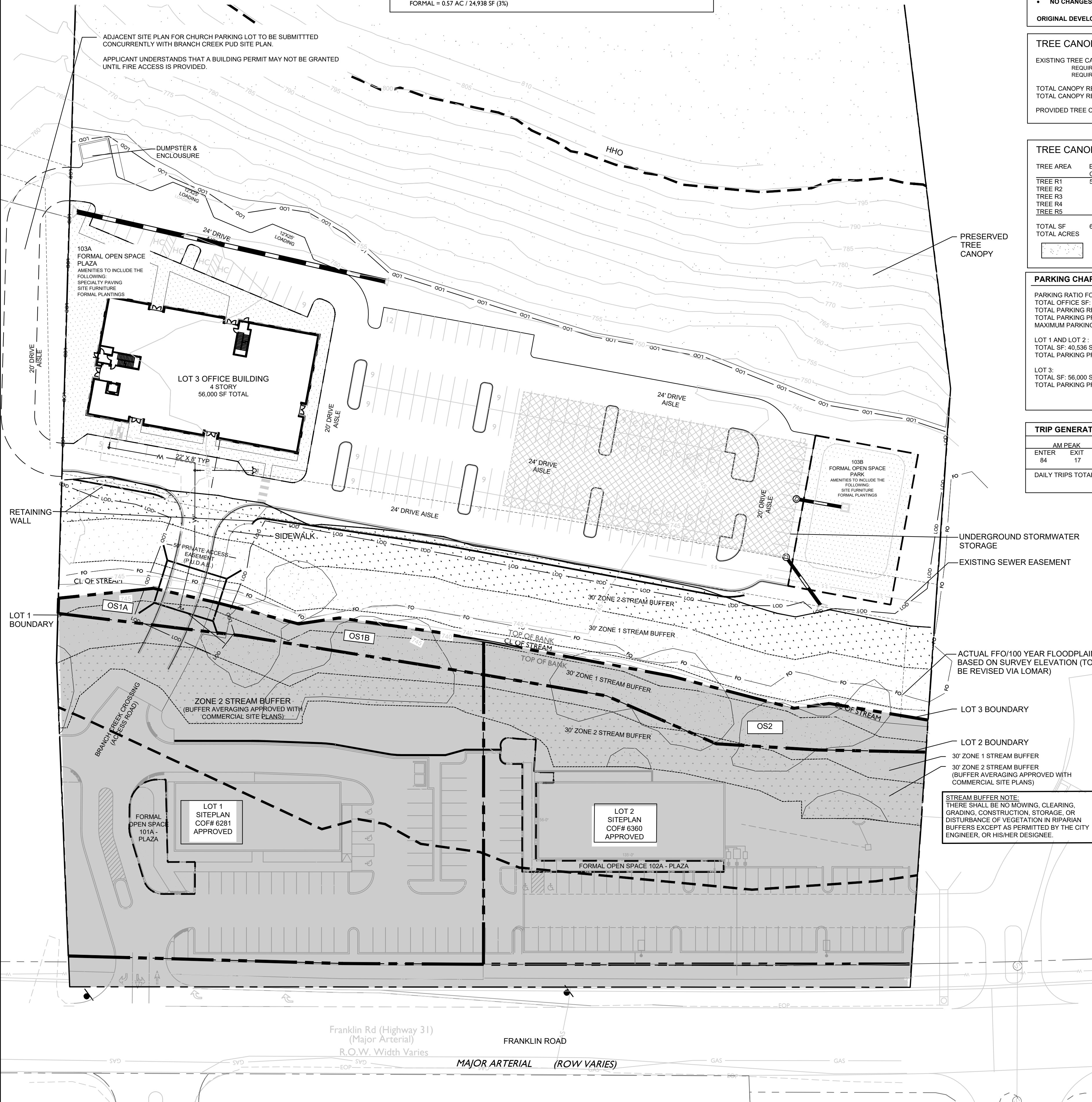
AM PEAK		PM PEAK	
ENTER	EXIT	ENTER	EXIT
84	17	14	74

DAILY TRIPS TOTAL: 813

KEY:

- SITE PLAN APPROVED OR UNDER REVIEW, NO CHANGES PROPOSED
- FORMAL OPEN SPACE
- PRESERVED TREE CANOPY
- ZONE 1 BUFFER
- ZONE 2 BUFFER

STREAM BUFFER NOTE:
 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/HER DESIGNEE.





NOT TO SCALE



DEVELOPMENT SUMMARY

REVISION 3:

- REMOVAL OF ALL RESIDENTIAL CONDO UNITS FROM PUD.
- LOT 3 LAYOUT CHANGE INCLUDES A 4-STORY OFFICE BUILDING (56,000 SF).
- LOT 3 PARKING LOT STUBS TO FUTURE PARKING LOT ON ADJACENT CHURCH PROPERTY.
- NO CHANGES PROPOSED TO COMMERCIAL LOTS

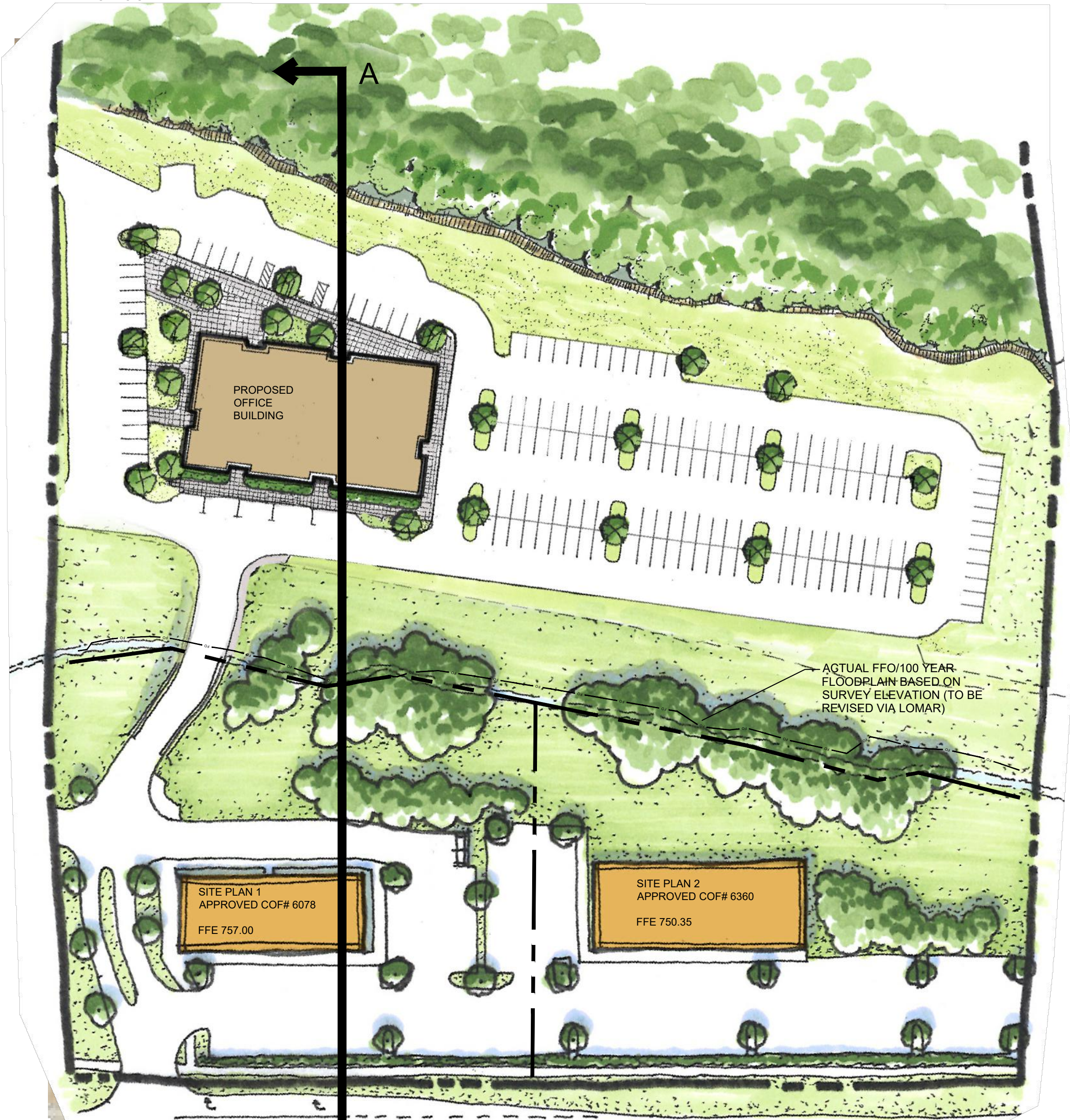
REVISION 2: WITHDRAWN WITHOUT APPROVAL - MAY 2017, COF#68641

- LOT 3 LAYOUT CHANGE TO ACCOMMODATE NEW RESIDENTIAL BUILDINGS AND FULL CIRCULATION AROUND THE BUILDINGS
- INCREASE IN RESIDENTIAL CONDO UNITS FROM 48 TO 54 UNITS
- NO CHANGES PROPOSED TO COMMERCIAL LOTS

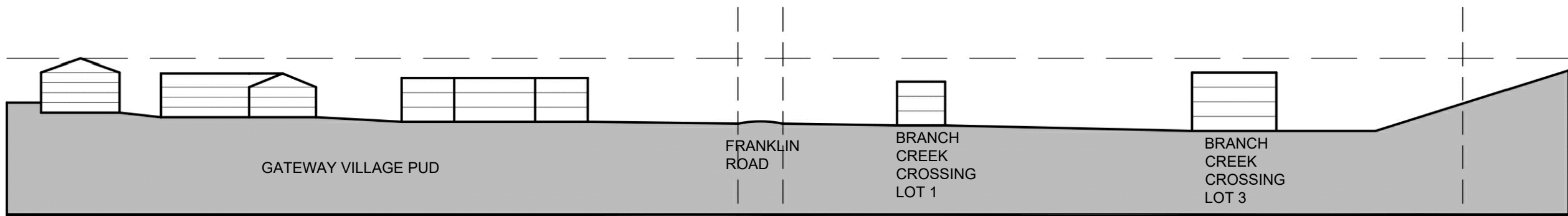
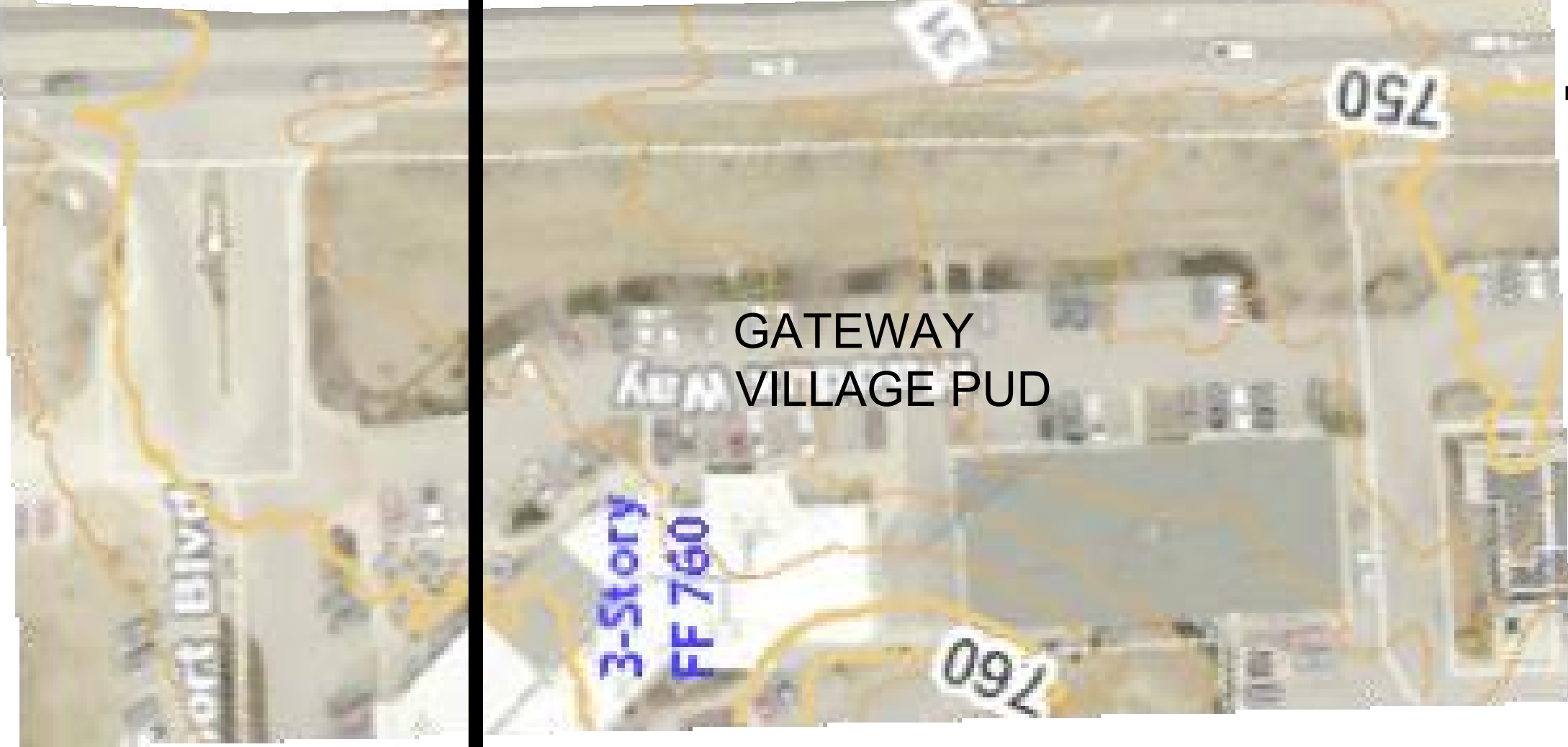
REVISION 1: APPROVED NOVEMBER 2016, COF# 6281

- REMOVAL OF INCOMPATIBLE USE BUFFER ADJACENT TO FAMILY LEGACY PUD
- INCREASE OF COMMERCIAL SQUARE FOOTAGE FROM 36,480 SF TO 40,000-44,000 SF
- NO CHANGES TO RESIDENTIAL LOT (LOT 3)

ORIGINAL DEVELOPMENT PLAN: APPROVED APRIL 2016, COF# 4692



NOT TO SCALE



SECTION A - A'

NOT TO SCALE



ISSUED: DEC 11, 2017

Revision Date

- △
- △
- △
- △

DEVELOPMENT
PLAN REVISION
COMPARISON

SHEET

C2.2

COF # 6591

COF GRADING & DRAINAGE GENERAL NOTES

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

STORMWATER MANAGEMENT NARRATIVE

ON-SITE STORMWATER WILL BE DIRECTED AWAY FROM PROPOSED BUILDING VIA POSITIVE DRAINAGE AND WILL SHEET FLOW SOUTH AND WEST TOWARDS THE BIORETENTION AREA. STORMWATER RUNOFF WILL FLOW OVER A RIBBON CURB INTO PROPOSED BIORETENTION AREA FOR INFILTRATION AND TREATMENT. OFF-SITE STORMWATER WILL BE DIVERTED AWAY FROM ANY PROPOSED STORMWATER TREATMENT AREAS. THE PROPOSED BIORETENTION AREAS WILL TREAT STORMWATER RUNOFF BEFORE IT EITHER INFILTRATES INTO THE SOIL OR DISCHARGES VIA AN OVERFLOW STRUCTURE TO THE PROPOSED UNDERGROUND DETENTION BASIN.

RUNOFF THAT EXCEEDS THE 1ST INCH OF RAINFALL WILL BE ROUTED VIA OVERFLOW STRUCTURE TO THE ADJACENT UNDERGROUND DETENTION STRUCTURE SHOWN ON THE PLAN BELOW. AN OUTLET CONTROL STRUCTURE WILL LIMIT THE PEAK DISCHARGE FLOW RATE OF THE UNDERGROUND DETENTION STRUCTURE TO THE PRE-DEVELOPMENT PEAK DISCHARGE FLOW RATE OF THE SITE UP TO THE 100-YEAR DESIGN STORM.

BOTH THE BIORETENTION WATER QUALITY AREA AND UNDERGROUND DETENTION STRUCTURE ARE SIZED TO ACCOMMODATE AN ADDITIONAL 0.41 ACRES OF IMPERVIOUS AREA BEYOND WHAT IS SHOWN ON THIS SITE PLAN.

SITE AREA TABLE

SITE DISTURBED AREA	=	2.95 ACRES
ON-SITE IMPERVIOUS AREA	=	2.00 ACRES
TOTAL IMPERVIOUS AREA TO WATER QUALITY AND POND	=	2.41 ACRES

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.

IMPACT STATEMENT

WATER
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT VIA EXISTING 8" WATER LINE THAT EXTENDS APPROXIMATELY 815 LF FROM A 12" WATER LINE ON FRANKLIN ROAD. WATER AVAILABILITY OF APPROXIMATELY 20,400 GPD HAS BEEN CONFIRMED BY MVUD FOR THIS DEVELOPMENT.

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN THROUGH THE SPENCER CREEK BASIN INTERCEPTOR. THE CITY OF FRANKLIN HAS APPROVED THE ADDITION OF 60 SFUE FOR THE DEVELOPMENT.

RECLAIMED WATER LINE
RECLAIMED WATER INFRASTRUCTURE IS NOT PRESENT OR PROPOSED ON THIS SITE.

STORMWATER
STORMWATER FLOWS WILL BE TREATED FOR WATER QUALITY BY GREEN INFRASTRUCTURE THROUGHOUT THE SITE AND POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PRE DEVELOPMENT PEAK FLOWS BY THE DETENTION POND AND OUTLET STRUCTURE.

ELECTRICITY
ELECTRIC WILL BE PROVIDED BY MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORP.

GAS
NATURAL GAS WILL BE PROVIDED BY ATMOS GAS VIA EXISTING MAINS ALONG FRANKLIN ROAD.

REFUSE COLLECTION
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY PRIVATE COLLECTION.

UTILITY AGENCIES CONTACT LIST

WATER	GAS	TELEPHONE	ENGINEER
MALLORY VALLEY 465 DUKE DRIVE FRANKLIN, TN 37067 PHONE: (615) 628-0237 CONTACT: BOBBY NUTT	ATMOS ENERGY 200 NOAH DRIVE FRANKLIN, TN 37064 PHONE: (615) 794-2596 CONTACT: RON MYATT	AT&T (615) 595-7816 CONTACT: DAVID TUTTEROW	KIMLEY-HORN AND ASSOCIATES, INC. 214 OCEANSIDE DRIVE NASHVILLE, TENNESSEE 37204 PHONE: (615) 564-2877 CONTACT: BRETT CREASMAN, P.E.
ELECTRIC	SANITARY SEWER	CABLE	CITY OF FRANKLIN
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)550-6855 CONTACT: UTILITY INSPECTOR	COMCAST 2501 MCGAVOCK PK, SUITE 1206 NASHVILLE, TN 37214 (615)440-2920 CONTACT: PAULA BROOKS	109 3rd AVENUE SOUTH, FRANKLIN, TN 37067 CONTACT: PLANNING : JOSH KING 615-550-6977 ENGINEERING : LANCE FITTRO 615-550-6676

PROPOSED SITE PLAN PROVIDED BY GAMBLE DESIGN
COLLABORATIVE ON 12/11/17. EXISTING SURVEY INFORMATION
PROVIDED BY HARRAH & ASSOCIATES, DATED 2/15/17.



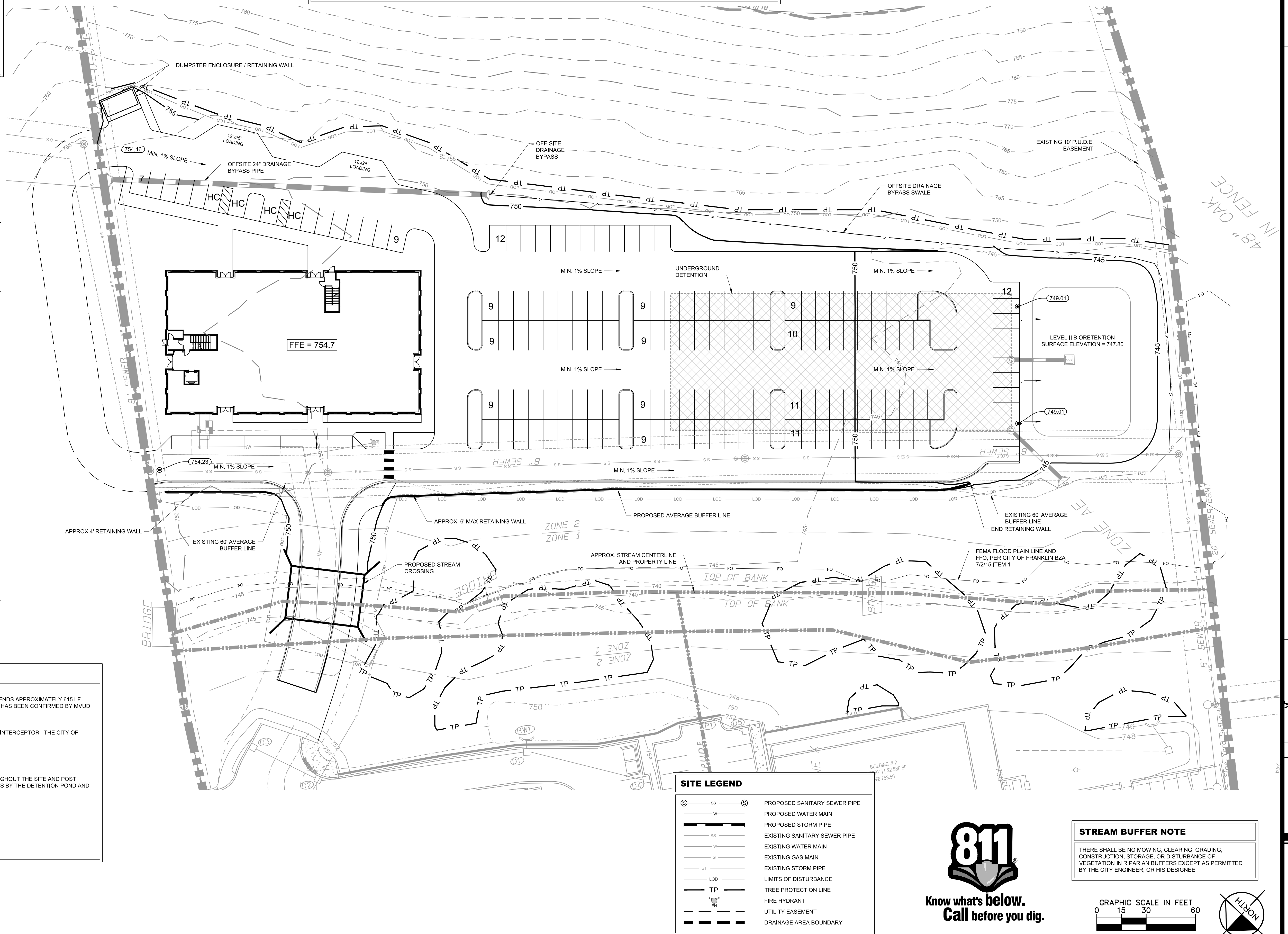
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

Kimley»Horn

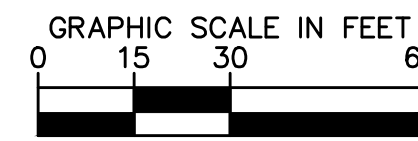
214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
www.kimley-horn.com
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BRANCH CREEK CROSSING DEVELOPMENT PLAN, REVISION 3

Franklin, Williamson County, Tennessee

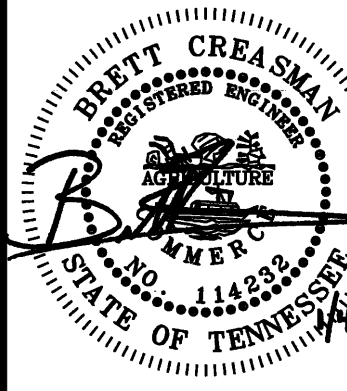


Know what's below.
Call before you dig.



STREAM BUFFER NOTE

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.



ISSUED: DECEMBER 11, 2017

Revision	Date
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△	
△	
△	

GRADING PLAN

SHEET
C3.0
COF # 6591

ROW & ACCESS GENERAL NOTES

1. PRIOR TO BEGINNING ANY CONSTRUCTION, THE DEVELOPER AND/OR CONTRACTOR, SHALL OBTAIN ALL NECESSARY PERMITS AS REQUIRED BY LAW. SUCH PERMITS MAY INCLUDE, BUT ARE NOT LIMITED TO, THOSE REQUIRED BY STATE OF TENNESSEE, WILLIAMSON COUNTY AND OTHER CITY OF FRANKLIN AGENCIES.
2. ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ON-SITE DURING CONSTRUCTION.
3. CONSTRUCTION MATERIALS SHALL BE FULLY TESTED IN ACCORDANCE WITH THE DESIGNATIONS AND REQUIREMENTS WITHIN THE REFERENCED "TDOT STANDARD SPECIFICATIONS" SECTIONS, UNLESS OTHERWISE NOTED WITHIN THE "STANDARD SPECIFICATIONS" SECTION OF THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.
4. AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL MAKE A FINAL INSPECTION OF THE PROJECT AFTER COMPLETION TO DETERMINE ACCEPTABILITY OF THE WORK AND FOR RELEASE OF PERFORMANCE BONDS IF REQUIRED. BEFORE THIS FINAL INSPECTION CAN BE MADE, THE ENGINEER RESPONSIBLE FOR THE PROJECT SHALL CERTIFY IN WRITING TO THE CITY ENGINEER THAT THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.
5. LOCATING AND COORDINATION FOR THE RELOCATION OF EXISTING UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR. TENNESSEE'S ONE-CALL AND THE CITY OF FRANKLIN UTILITY LOCATION SERVICE SHALL BE UTILIZED IN ADDITION TO COORDINATION WITH LOCAL UTILITY OWNERS. THE CONTRACTOR SHALL AT ALL TIMES PROTECT EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR COSTS DUE TO DAMAGE CAUSED TO ANY UTILITY LINES.
6. ALL TEMPORARY STRIPING SHALL CONFORM TO "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," PUBLISHED BY TDOT. THE LATEST REVISION EXCEPT AS HEREIN AMENDED. WHEN APPROVED, TEMPORARY STRIPING SHALL BE REQUIRED PRIOR TO THE OPENING OF A STREET FOR TRAVEL WHERE PAVEMENT AND/OR PERMANENT STRIPING CANNOT BE COMPLETED DUE TO WEATHER AND/OR TIME CONSTRAINTS.
7. THERMOPLASTIC PAVEMENT MARKINGS SHOULD BE USED ON ALL PUBLIC AND PRIVATE CITY STREET PROJECTS. THERMOPLASTIC TRAFFIC STRIPING AND PAVEMENT MARKINGS SHALL CONFORM TO SECTION 716.03 "THERMOPLASTIC PAVEMENT MARKINGS", OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS (TDOT), AND TO THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.

FLOW TEST DATA

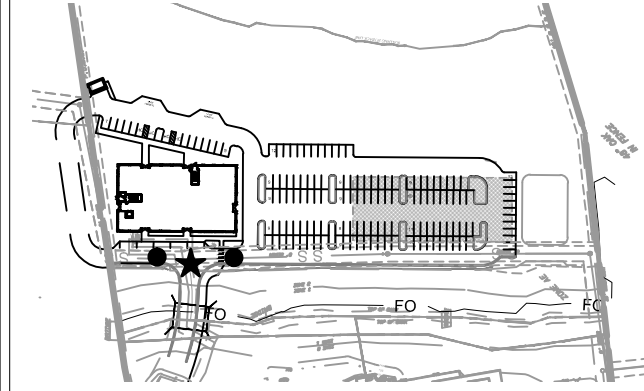
-HYDRANT LOCATION: 574 FRANKLIN ROAD
-TEST HYDRANT: STATIC PRESSURE = 80 PSI
RESIDUAL PRESSURE = 78 PSI
-FLOW HYDRANT: STATIC PRESSURE = 86 PSI
RESIDUAL PRESSURE = 80 PSI
-TOTAL GPM DURING TEST = 985
-DATE: OCTOBER 31, 2017 @ 9:00 AM
-TEST PERFORMED BY CORY BORUM AND BEN BUTLER OF HETHCOAT AND DAVIS.

UTILITY AGENCIES CONTACT LIST

WATER	GAS	TELEPHONE	ENGINEER
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CONNECTIVITY INDEX

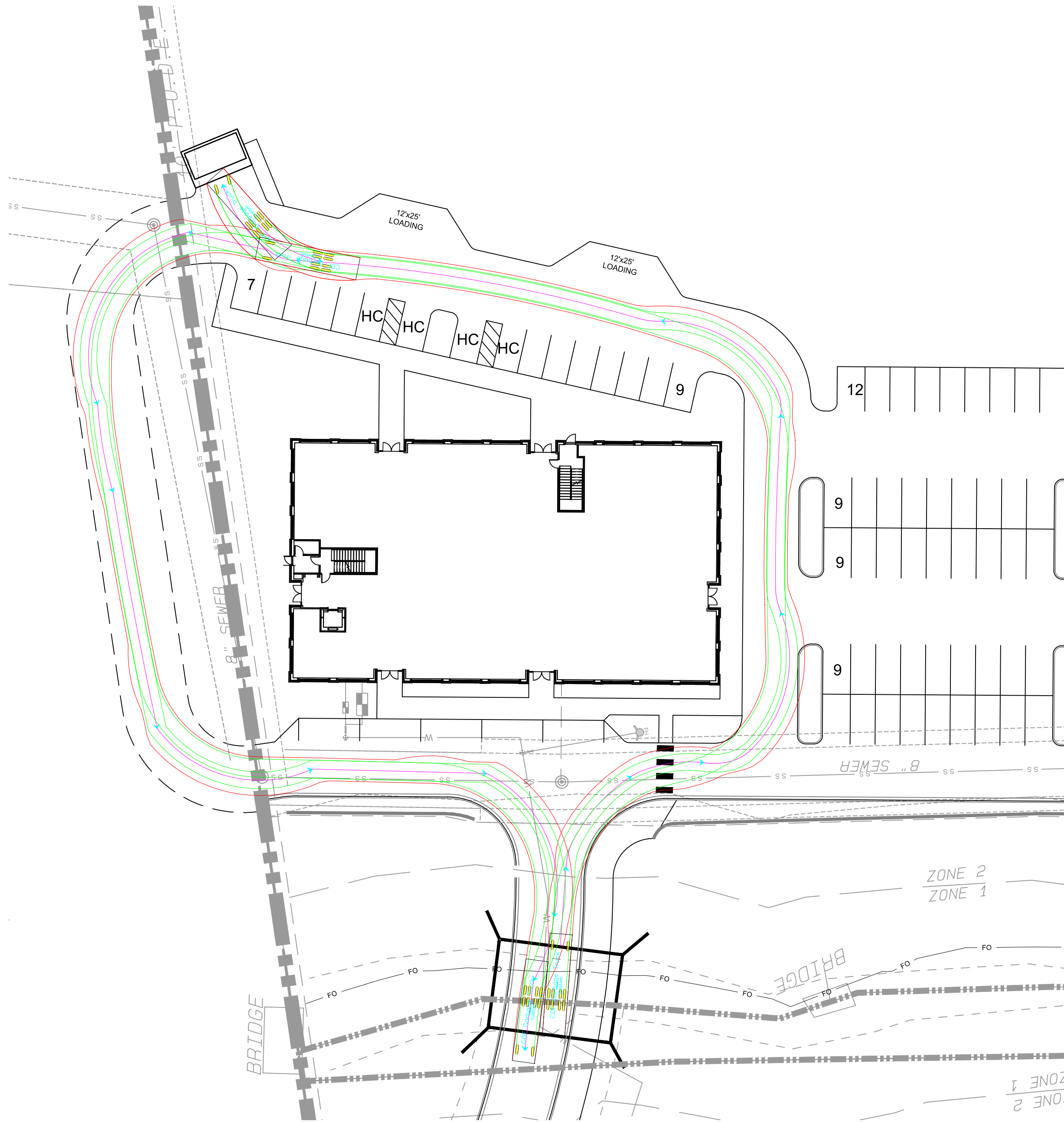
2 LINKS / 1 NODE = 2.00 CONNECTIVITY INDEX



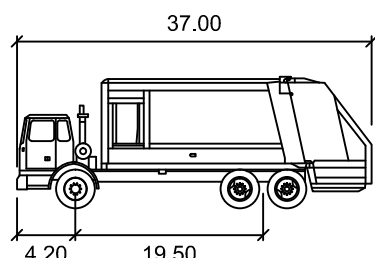
IMPACT STATEMENT

ACCESS TO THE OFFICE PORTION OF THE BRANCH CREEK DEVELOPMENT WILL BE PROVIDED BY A BRIDGE CROSSING THAT WILL CONNECT INTO THE EXISTING COMMERCIAL PORTION NORTHWEST OF THIS SITE.

PROPOSED SITE PLAN PROVIDED BY GAMBLE DESIGN COLLABORATIVE ON 12/11/17. EXISTING SURVEY INFORMATION PROVIDED BY HARRAH & ASSOCIATES, DATED 2/15/17.



COF STANDARD REFUSE COLLECTION TRUCK TURNING TEMPLATE



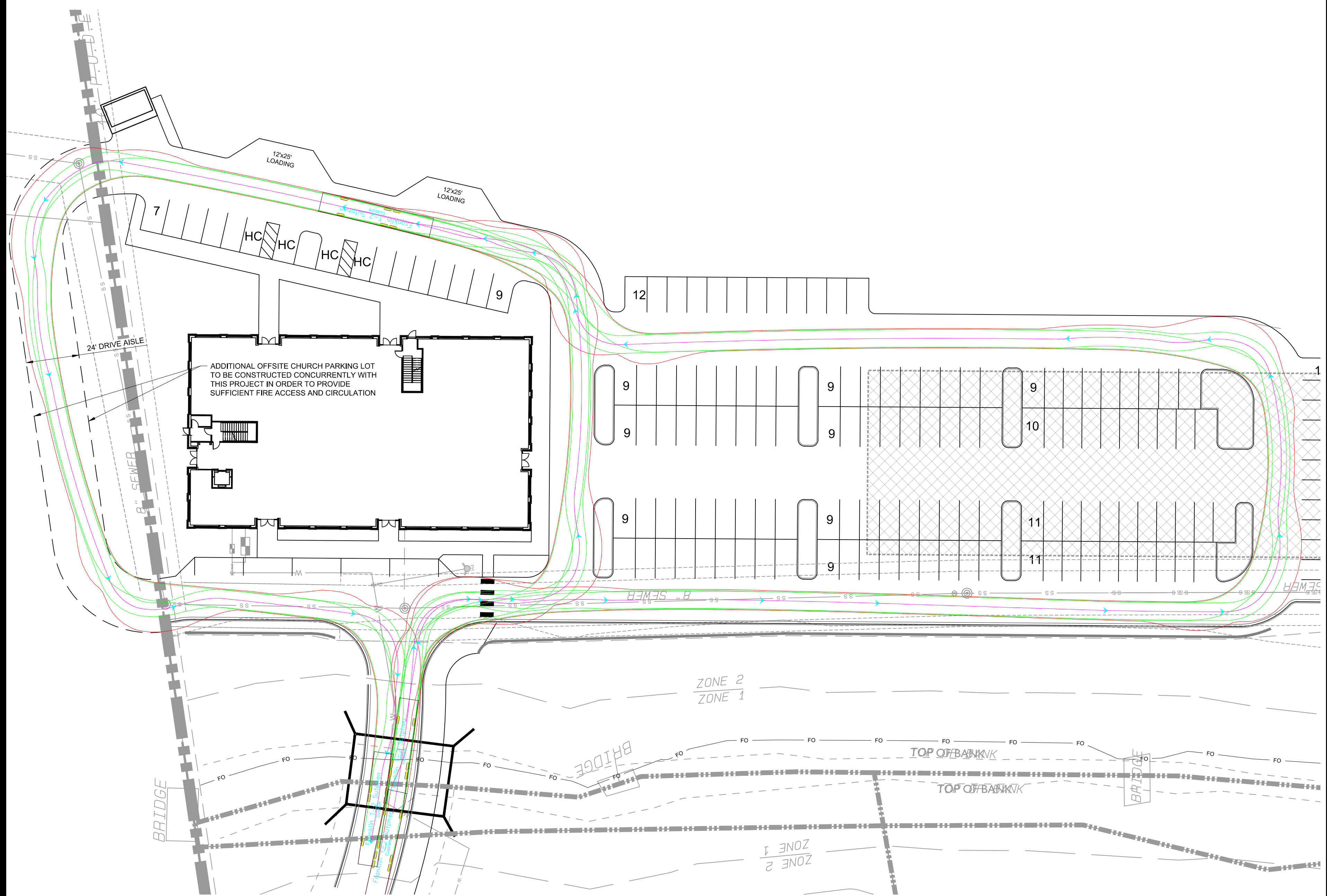
COF Garbage Truck

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

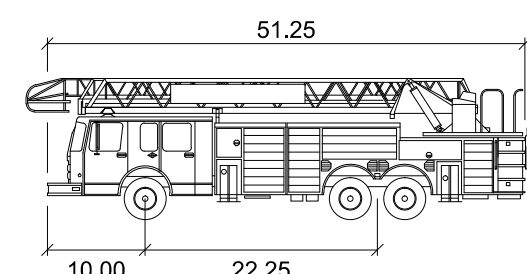
NOTE: THE GARBAGE TRUCK SPECIFICATIONS SHOWN ABOVE MATCH THE CITY OF FRANKLIN STANDARD COMMERCIAL FRONT LOADER TRUCK DESIGN.

REFUSE COLLECTION NOTE

REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY PRIVATE COLLECTION.



COF STANDARD FIRE APPARATUS TURNING TEMPLATE



Franklin T-2 Sutphen

Width	: 8.66 feet
Track	: 8.00
Lock to Lock Time	: 6.0
Steering Angle	: 42.0

NOTE: MINIMUM 5 MPH DESIGN SPEED

SITE LEGEND

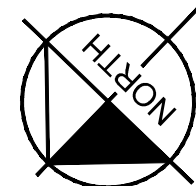
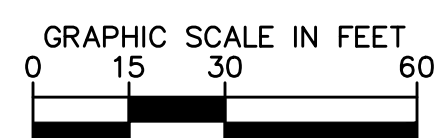
SS	PROPOSED SANITARY SEWER PIPE
W	PROPOSED WATER MAIN
ST	PROPOSED STORM PIPE
SS	EXISTING SANITARY SEWER PIPE
W	EXISTING WATER MAIN
G	EXISTING GAS MAIN
ST	EXISTING STORM PIPE
LOD	LIMITS OF DISTURBANCE
PH	FIRE HYDRANT
UE	UTILITY EASEMENT
DA	DRAINAGE AREA BOUNDARY



Know what's below.
Call before you dig.

STREAM BUFFER NOTE

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.



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 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. WATER INFRASTRUCTURE TO BE RESPONSIBILITY OF MALLORY VALLEY UTILITY DISTRICT.
- 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 ONSITE DURING CONSTRUCTION.
- ANY DAMAGES CAUSED TO EXISTING UTILITIES DURING CONSTRUCTION SHALL, AT HIS OWN EXPENSE, BE REPLACED OR REPAIRED TO ORIGINAL CONDITION AND QUALITY, AS APPROVED BY THE OWNER AND REPRESENTATIVE OF THE APPROPRIATE UTILITY COMPANY, BY THE CONTRACTOR.

UTILITY LAYOUT NOTE

DETAILS AND LAYOUT OF UTILITIES SHOWN GRAPHICALLY ON THIS PLAN ARE SUBJECT TO CHANGE BETWEEN DEVELOPMENT PLAN AND SITE PLAN SUBMITTALS.

APPLICANT WILL WORK WITH CITY STAFF ON ALIGNMENT AND DESIGN OF ALL UTILITIES SHOWN ON THIS PLAN TO REACH AN AGREED-UPON SOLUTION FOR SERVING THE SITE.

SANITARY SEWER DESIGN NOTE

THE PROPOSED GRADES SHOWN ON THIS PLAN ARE APPROXIMATE AND MAY VARY WITH FINAL DESIGN. THE DEVELOPER UNDERSTANDS THE REQUIREMENT THAT SEWER DEPTHS GREATER THAN 12' REQUIRED DUCTILE IRON PIPE AND A 30' EASEMENT. AS DESIGN PROGRESSES, THE DEVELOPER AND ENGINEER WILL WORK WITH CITY OF FRANKLIN WATER AND SEWER TO DEFINE EXACT REQUIREMENTS FOR THE FUTURE IMPROVEMENTS ON THIS SITE.

UTILITY NARRATIVE

WATER AND SEWER SERVICES WILL BE INSTALLED AT TIME OF CONSTRUCTION. PAVEMENT CUTS MAY BE NECESSARY FOR PROPOSED WATER AND SEWER SERVICE CONNECTIONS TO BE MADE.

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 NOTES

- CONTRACTOR RESPONSIBLE FOR VERIFYING EXISTING ELEVATIONS COMPARED TO THOSE SHOWN ON PLAN PRIOR TO GRADING. NOTIFY OWNER'S REPRESENTATIVE IF DISCREPANCIES ARE FOUND.
- AREAS FOR CONSTRUCTION THAT REQUIRE DE-WATERING FOR EXCAVATION WILL BE DONE AT NO ADDITIONAL COST TO THE OWNER.
- ALL WATER AND SEWER MATERIALS AND CONSTRUCTION SHALL BE IN COMPLIANCE WITH CITY OF FRANKLIN OR MALLORY VALLEY'S STANDARD SPECIFICATIONS.
- MAINTAIN MINIMUM 10 FEET HORIZONTAL SEPARATION BETWEEN WATER & SANITARY SEWER OR 18" VERTICAL SEPARATION AT CROSSING LOCATIONS.
- REFER TO CITY OF FRANKLIN SEWER & MALLORY VALLEY UTILITY DISTRICT WATER STANDARD SPECIFICATIONS FOR PIPE BEDDING REQUIREMENTS.
- ALL WATER VALVES TO BE LOCATED OUTSIDE OF PAVED AREAS WHERE POSSIBLE.
- THE CONTRACTOR SHALL PROVIDE A COMPLETE SET OF AS-BUILT DRAWINGS OF WATER & SANITARY SEWER CONSTRUCTION PRIOR TO THE ACCEPTANCE OF THE PUBLIC UTILITIES.

IMPACT STATEMENT

WATER
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT VIA EXISTING 8" WATER LINE THAT EXTENDS APPROXIMATELY 615 LF FROM A 12" WATER LINE ON FRANKLIN ROAD. WATER AVAILABILITY OF APPROXIMATELY 20,400 GPD HAS BEEN CONFIRMED BY MVUD FOR THIS DEVELOPMENT.

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN THROUGH THE SPENCER CREEK BASIN INTERCEPTOR. THE CITY OF FRANKLIN HAS APPROVED THE ADDITION OF 60 SFUE FOR THE DEVELOPMENT.

RECLAIMED WATER LINE
RECLAIMED WATER INFRASTRUCTURE IS NOT PRESENT OR PROPOSED ON THIS SITE.

STORMWATER
STORMWATER FLOWS WILL BE TREATED FOR WATER QUALITY BY GREEN INFRASTRUCTURE THROUGHOUT THE SITE AND POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PRE DEVELOPMENT PEAK FLOWS BY THE DETENTION POND AND OUTLET STRUCTURE.

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ELECTRIC WILL BE PROVIDED BY MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORP.

GAS
NATURAL GAS WILL BE PROVIDED BY ATMOS GAS VIA EXISTING MAINS ALONG FRANKLIN ROAD.

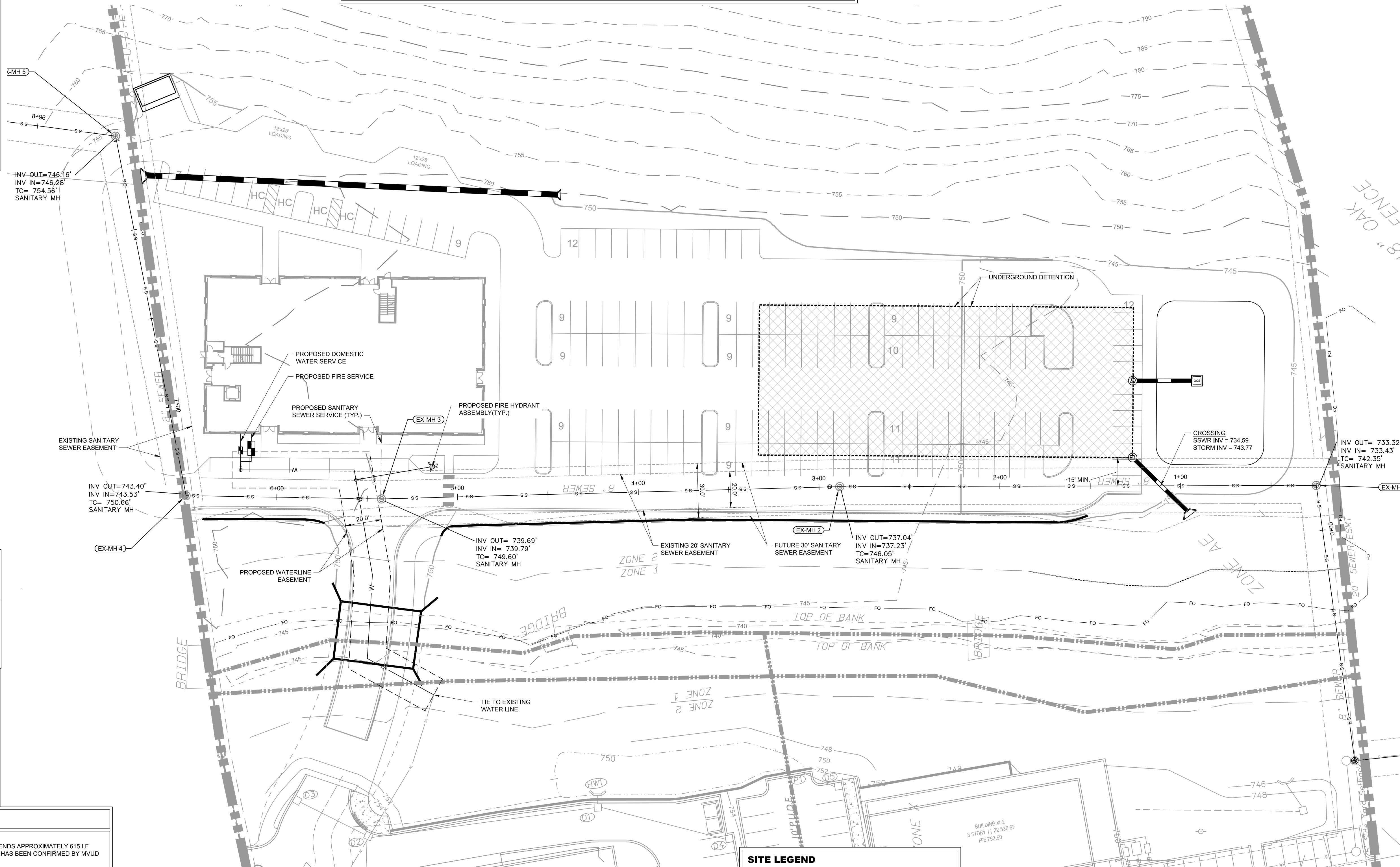
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UTILITY PLAN DATA CHART

• FACILITY TYPE:	OFFICE
• UNIT FLOW IN GPD:	0.1 GPD/SQUARE FOOT
• OFFICE AREA	56,000 SF
• TOTAL FLOW IN GPD:	5,600
*ESTIMATED FLOWS PER COF STANDARDS	



FLOW TEST DATA

-HYDRANT LOCATION: 574 FRANKLIN ROAD
-TEST HYDRANT: STATIC PRESSURE = 80 PSI
RESIDUAL PRESSURE = 78 PSI
-FLOW HYDRANT: STATIC PRESSURE = 86 PSI
RESIDUAL PRESSURE = 80 PSI
-TOTAL GPM DURING TEST: 985
-DATE: OCTOBER 31, 2017 @ 8:00 AM
-TEST PERFORMED BY CORY BORUM AND BEN BUTLER OF HETHCOAT AND DAVIS.

WATER INFRASTRUCTURE NOTE

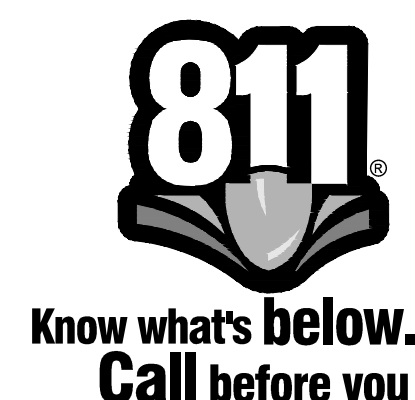
WATER LAYOUT SHOWN ON THIS PLAN IS CONCEPTUAL. REFER TO FINAL DRAWINGS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT FOR CONSTRUCTION.

SITE LEGEND

SS	PROPOSED SANITARY SEWER PIPE
W	PROPOSED WATER MAIN
SS	PROPOSED STORM PIPE
SS	EXISTING SANITARY SEWER PIPE
W	EXISTING WATER MAIN
SS	EXISTING GAS MAIN
ST	EXISTING STORM PIPE
LOO	LIMITS OF DISTURBANCE
FD	FIRE HYDRANT
UE	UTILITY EASEMENT
DA	DRAINAGE AREA BOUNDARY

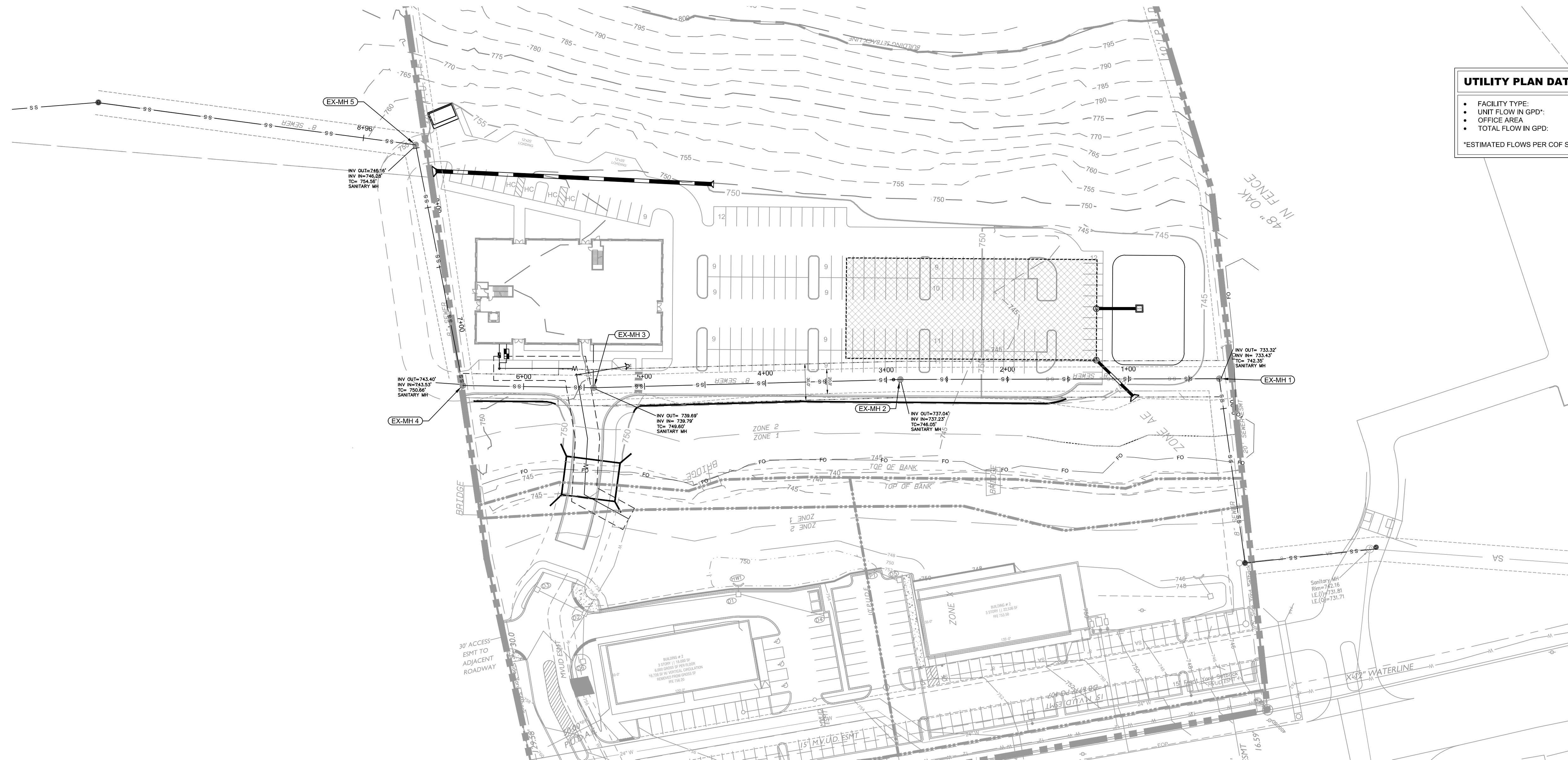
STREAM BUFFER NOTE

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.



GRAPHIC SCALE IN FEET
0 15 30 60





UTILITY PLAN DATA CHART	
• FACILITY TYPE:	OFFICE
• UNIT FLOW IN GPD*:	0.1 GPD/SQUARE FOOT
• OFFICE AREA	56,000 SF
• TOTAL FLOW IN GPD:	5,600
*ESTIMATED FLOWS PER COF STANDARDS	

SANITARY SEWER DESIGN NOTE

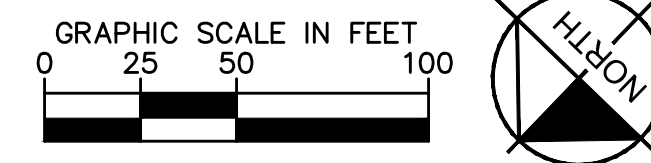
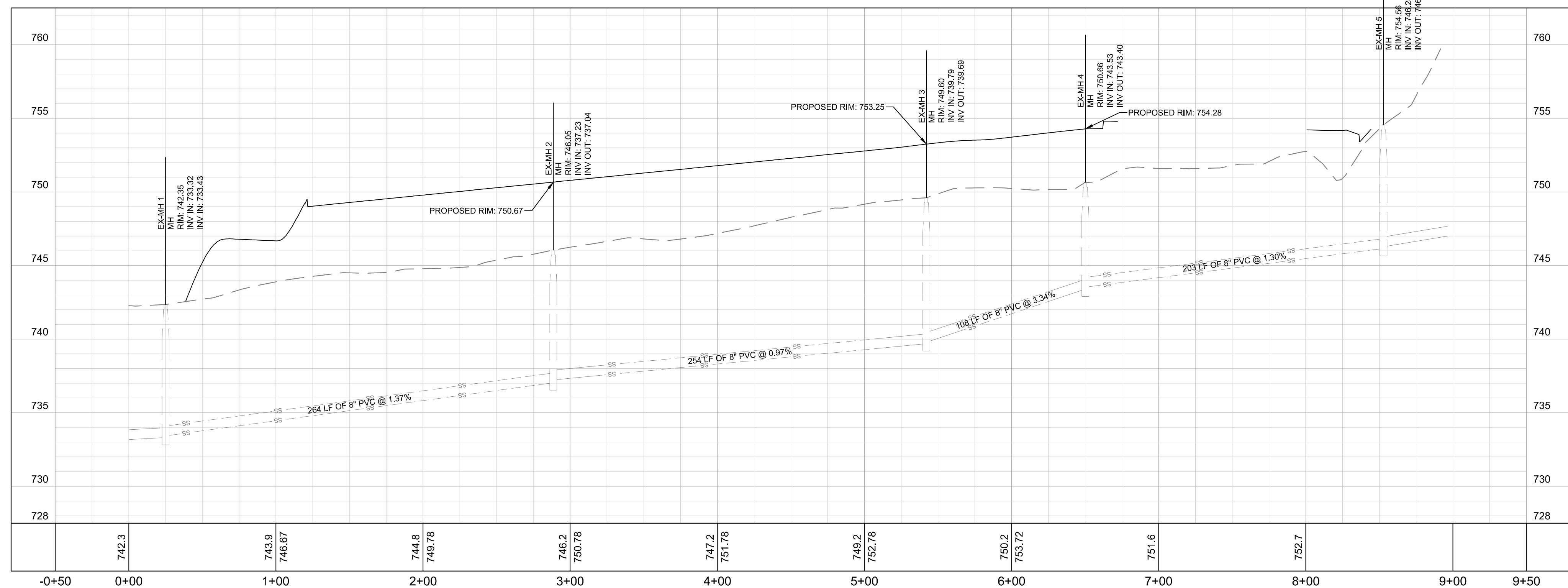
THE PROPOSED GRADES SHOWN ON THIS PLAN ARE APPROXIMATE AND MAY VARY WITH FINAL DESIGN. THE DEVELOPER UNDERSTANDS THE REQUIREMENT THAT SEWER DEPTHS GREATER THAN 12' REQUIRE DUCTILE IRON PIPE AND A 30' EASEMENT. AS DESIGN PROGRESSES, THE DEVELOPER AND ENGINEER WILL WORK WITH CITY OF FRANKLIN WATER AND SEWER TO DEFINE EXACT REQUIREMENTS FOR THE FUTURE IMPROVEMENTS ON THIS SITE.

EXISTING SEWER INFORMATION

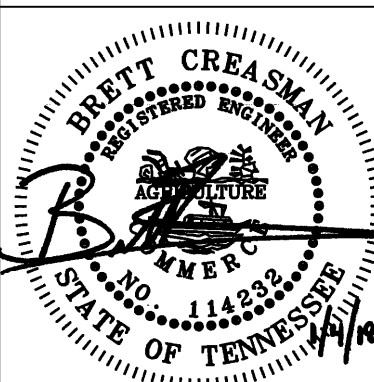
EXISTING SEWER AND SITE DATA PROVIDED BY ROGER HARRAH, RLS.MS. RECENTLY UPDATED ON 2/15/17. THIS PLAN IS A REPRESENTATION OF THE DATA PROVIDED VIA CAD SURVEY FROM HARRAH AND ASSOCIATES.

STREAM BUFFER NOTE

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.



**BRANCH CREEK CROSSING
 DEVELOPMENT PLAN, REVISION 3**
 Franklin, Williamson County, Tennessee



ISSUED: DECEMBER 11, 2017

Revision	Date
△	
△	
△	
△	

EX. SSWR PLAN
 & PROFILE

SHEET
C5.1
 COF # 6591





general elevation notes

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

elevation keynotes

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

zone 4 - building envelope requirements

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

zone 4 - building envelope requirements fenestration

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

planning commission note

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

hvac screening

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

material legend

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

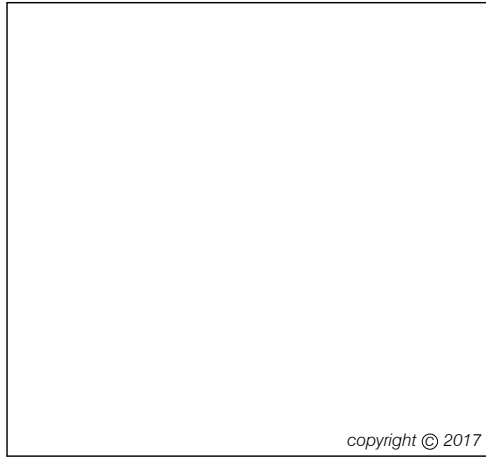


1 SOUTH ELEVATION
1/8" = 1'-0"

2 EAST ELEVATION
1/8" = 1'-0"



3 a400 - southeast perspective



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b3studio inc.
1104 west main street | franklin, tn 37004 | www.b3studio.com

client

project:

BRANCH CREEK CROSSING

FRANKLIN TN

revisions



date: 10.03.17
project no.: a17.031.00

building
elevations

a400



1 NORTH ELEVATION
1/8" = 1'-0"

general elevation notes

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

elevation keynotes

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zone 4 - building envelope requirements

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SLAB-ON-GRADE FLOORS UNHEATED SLABS	NR (NO REQUIREMENT)
OPAQUE DOORS SWINGING	U-0.70

zone 4 - building envelope requirements fenestration

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

planning commission note

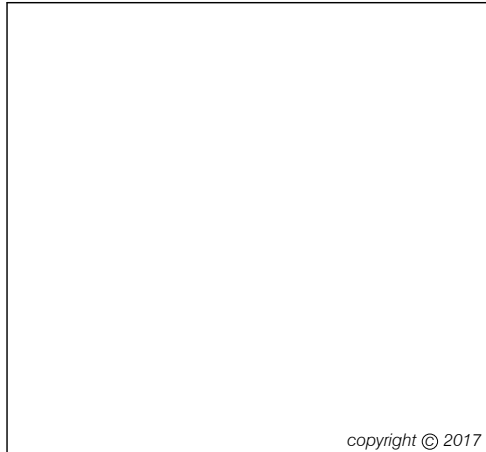
THESE ELEVATIONS HAVE BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF FRANKLIN'S ARCHITECTURAL DESIGN STANDARDS AND THE APPROVAL OF THE PLANNING COMMISSION/CITY OF FRANKLIN. CHANGES SHALL NOT BE MADE TO THE APPROVED ELEVATIONS UNLESS APPROVED BY THE CODES DIRECTOR OR THE PLANNING COMMISSION. COF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

hvac screening

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	READING ROCK ROCKCAST SMOOTH COLOR: ARTIC WHITE



listen • think • create
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client

project:

BRANCH CREEK CROSSING

FRANKLIN TN

revisions



date: 10.03.17
project no.: a17.031.00

building
elevations

a401

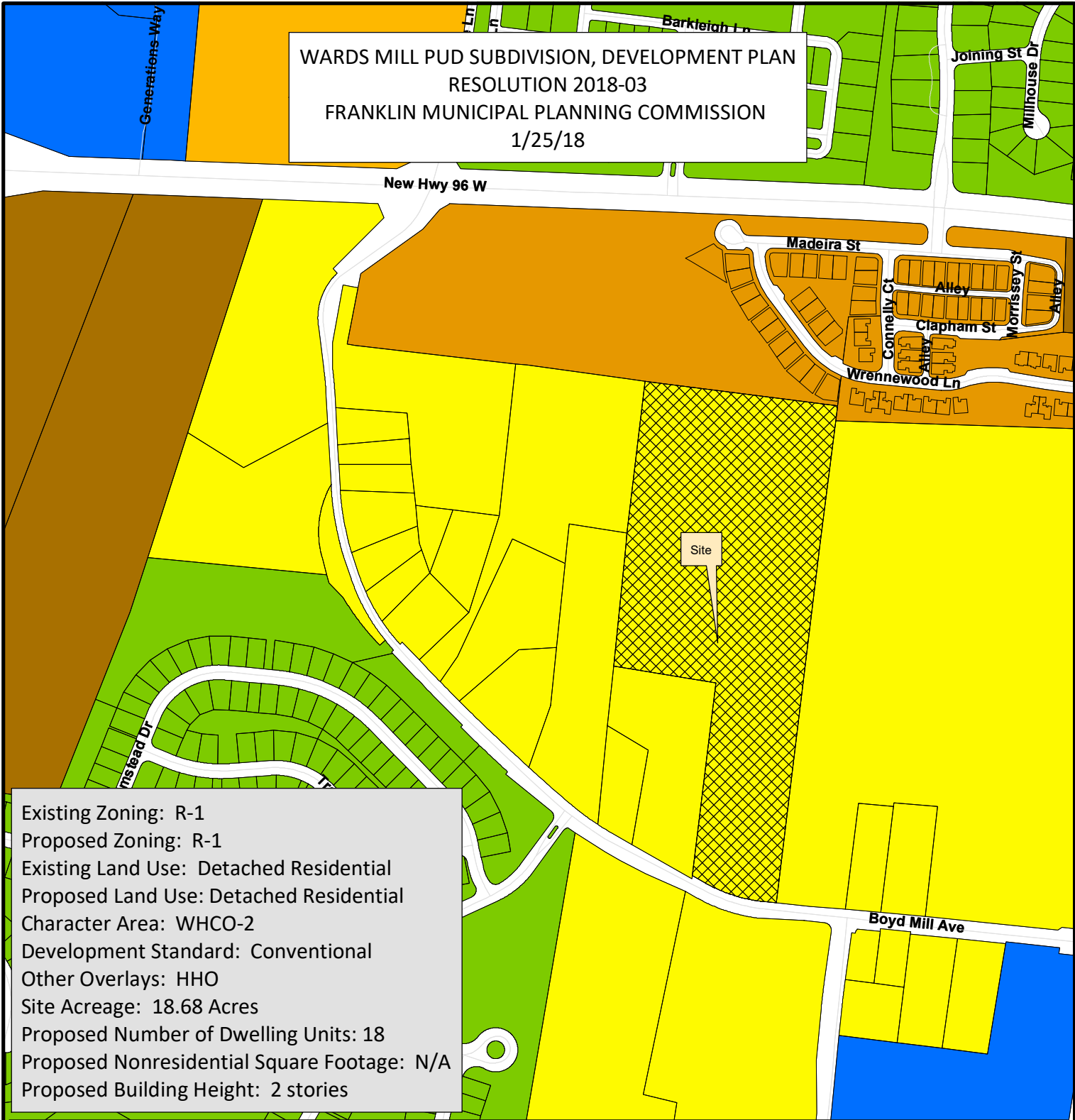


2 WEST ELEVATION
1/8" = 1'-0"



3 a401 - northwest perspective

WARDS MILL PUD SUBDIVISION, DEVELOPMENT PLAN
 RESOLUTION 2018-03
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 1/25/18



Existing Zoning: R-1
 Proposed Zoning: R-1
 Existing Land Use: Detached Residential
 Proposed Land Use: Detached Residential
 Character Area: WHCO-2
 Development Standard: Conventional
 Other Overlays: HHO
 Site Acreage: 18.68 Acres
 Proposed Number of Dwelling Units: 18
 Proposed Nonresidential Square Footage: N/A
 Proposed Building Height: 2 stories

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



0 200 400 800
 Feet

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RESOLUTION 2018-03

TO BE ENTITLED: "A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR WARDS MILL PUD SUBDIVISION WITH 1 MODIFICATION OF DEVELOPMENT STANDARDS (CUL-DE-SAC LENGTH) FOR THE PROPERTY LOCATED NORTH OF BOYD MILL AVENUE AND WEST OF DOWNS BOULEVARD, 3206 BOYD MILL AVENUE."

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

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

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

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

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

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

PREMISES CONSIDERED	
Map-Parcel	Acres
077 01200	18.68
Total	18.68

Property is shown as Parcel 012.00 on Williamson County Property Map 077 and more particularly described as follows:

Beginning at an iron rod found near a fence post on the north margin of Boyd Mill Avenue (50' R.O.W.), said rod being the southwest corner of property conveyed to Jimmie Dee Bennett, Jr. and Mattie Ruth

Beasley Bennett as of record in Deed Book 3247, Page 377, in the Register's Office of Williamson County, Tennessee, and the southeast corner of the herein described tract;

Thence, following said north margin of Boyd Mill Avenue (R.O.W. varies) and a curve to the right having a radius of 1116.92 feet, an arc length of 277.76 feet, a central angle of 14 degrees 14 minutes 54 seconds, and a chord bearing and distance of North 73 degrees 39 minutes 52 seconds West, 277.04 feet to a point;

Thence, continuing with said north margin North 62 degrees 23 minutes 05 seconds West, a distance of 26.06 feet to a point, said point being the southeast corner of property conveyed to Joe B. and Elizabeth C. Marley as of record in Volume 489, Page 929, in the Register's Office of Williamson County, Tennessee, and the southwest corner of the herein described tract;

Thence, leaving said north margin and following a fence and the east boundary line of said Marley property, North 06 degrees 47 minutes 30 seconds East, a distance of 621.02 feet to a point at a fence corner post, said point being the northeast corner of said Marley property;

Thence, continuing with a fence and Marley's north boundary line, North 82 degrees 09 minutes 19 seconds West, a distance of 301.20 feet to a point at a corner post on the east boundary of property conveyed to Charles Jacob, III and Denise P. Sugg as of record in Volume 816, Page 223, in the Register's Office of Williamson County, Tennessee, said point being the northwest corner of said Marley property;

Thence, following a fence and said east boundary line of Sugg and the east boundary line of property conveyed to Margaret Jane Ford as of record in Volume 527, Page 1, in the Register's Office of Williamson County, Tennessee, North 06 degrees 06 minutes 38 seconds East, a distance of 1016.61 feet to an iron pipe found near a fence corner post on the south boundary line of Open Space as shown on the Reid Hill Commons P.U.D. Subdivision, Section 1, Revision 1, as of record in Plat Book P43, Page 28C, in the Register's Office of Williamson County, Tennessee, said iron pipe being the northeast corner of said Ford property and the northwest corner of the herein described tract;

Thence, following a fence and said south boundary line of Reid Hill Commons, South 82 degrees 34 minutes 12 seconds East, a distance of 605.13 feet to a corner fence post, said post being the northwest corner of the aforementioned Bennett property and the northeast corner of the herein described tract;

Thence, following a fence and the west boundary line of said Bennett property, South 01 degrees 21 minutes 30 seconds East, a distance of 48.43 feet to an iron rod found near a fence post;

Thence, continuing with a fence and said west boundary line of Bennett, South 06 degrees 44 minutes 04 seconds West, a distance of 1644.68 feet to the Point of Beginning.

Containing 813,782 square feet or 18.68 acres more or less.

Being the same property conveyed to George Washington Tomlin as of record in Book 1358, Page 541, in the Register's Office of Williamson County, Tennessee, and the same property conveyed to Earthworks Design Build, LLC as of record in Book 7163, Page 839, in the Register's Office of Williamson County, Tennessee.

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

SECTION III. That the overall entitlements for the Wards Mill are as follows:

Entitlements	Wards Mill
Base Zone District	R-1
Character Area Overlay	WHCO-2
Other Zoning Overlays	HHO
Development Standard	Conventional
Number of Dwelling Units	18
Number of Nonresidential Square Footage	N/A
Number of Hotel Rooms	N/A
Connectivity Index	2.0
Open Space Requirements	Formal 0.95 acres Informal 2.47 acres
Number of Phases in Development	1

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

SECTION V. That 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: Cul-de-sac Length of over 500 feet	5.10.8 (1) (d) Request to extend the cul-de-sac longer than 500 feet.
Approved: _____	
Denied: _____	<i>Staff recommended Approval.</i>

SECTION VI. That this Resolution shall take effect on first and final reading, the health, safety, and welfare of the citizens requiring it.

Eric S. Stuckey
City Administrator

Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PREAPPLICATION CONFERENCE: _____11/09/2017____

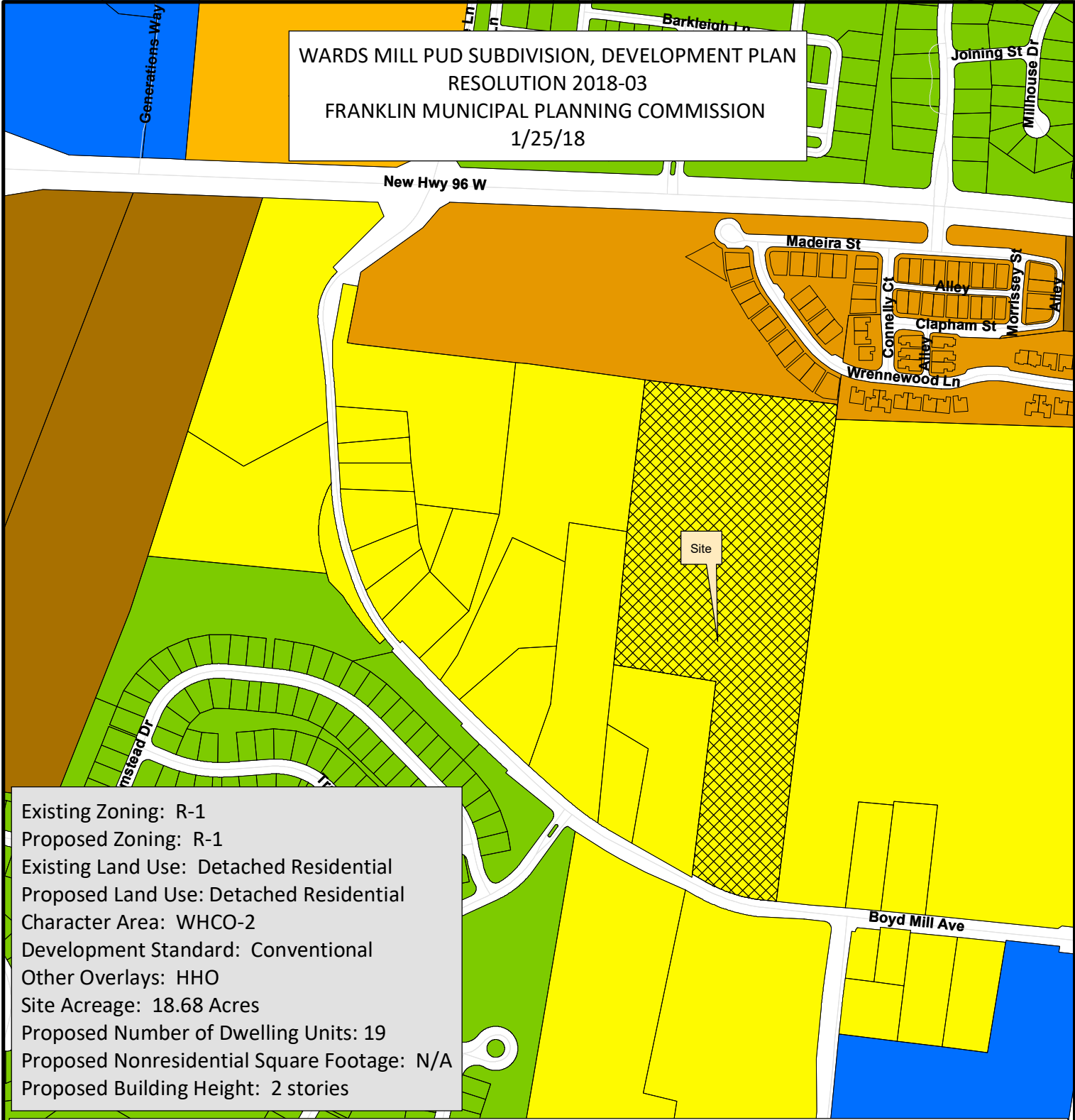
BOMA/FMPC JOINT CONCEPTUAL WORKSHOP: _____12/14/2017____

NEIGHBORHOOD MEETING: _____12/07/2017____

PLANNING COMMISSION RECOMMENDED APPROVAL: _____

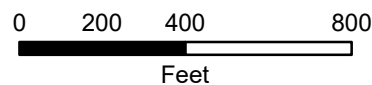
PUBLIC HEARING AND BOMA APPROVAL: _____

WARDS MILL PUD SUBDIVISION, DEVELOPMENT PLAN
 RESOLUTION 2018-03
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 1/25/18



Existing Zoning: R-1
 Proposed Zoning: R-1
 Existing Land Use: Detached Residential
 Proposed Land Use: Detached Residential
 Character Area: WHCO-2
 Development Standard: Conventional
 Other Overlays: HHO
 Site Acreage: 18.68 Acres
 Proposed Number of Dwelling Units: 19
 Proposed Nonresidential Square Footage: N/A
 Proposed Building Height: 2 stories

- | | |
|--|---------------------------------------|
| Wards Mill PUD | SD-R Specific Development-Residential |
| AG Agricultural District | SD-X Specific Development-Variety |
| ER Estate Residential | OR Office Residential District |
| R-1 Residential District | GO General Office District |
| R-2 Residential District | CC Central Commercial District |
| R-3 Residential District | NC Neighborhood Commercial District |
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CONDITIONS OF APPROVAL:

Open Issues: 7 These issues are currently being filtered

Engineering - PUD Plan Checklist

General Issues

9. E. Existing Conditions Plan

lance.fittro@franklin.tn.gov The necessary ARAP for the removal of the wetland identified on-site, and any compensatory mitigation, shall be completed prior to approval of the Site Plan. This comment to remain open pending completion of the ARAP permitting process, but **does not affect approval of the Development Plan.**

21. Offsite Drainage

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

Advisory Comment: At the Site Plan stage, the Applicant will be required to provide signed documentation by the adjacent property owner(s) agreeing to the work shown on their properties.

44. Sidewalk

jimmy.wiseman@franklin.tn.gov *The following is an Advisory Comment, and **does not hinder approval of the Development Plan.***

Based on the approved construction plans for the Boyd Mill Widening Project additional right-of-way will not be required for the sidewalk as long as the open space lots are designated as public utility, drainage and access easements. Installing sidewalk along Boyd Mill Ave at this time for the frontage of this development is not feasible without extensive construction outside of what the applicant is anticipating. The City strongly recommends fees-in-lieu to avoid substantial cost once construction plans are fully developed.

Additionally, all stormwater BMPS and infrastructure may need to be shifted further away from the ROW to avoid impacts from the Boyd Mill Widening Project. This shall be evaluated at Site Plan.

52. B. General Information

jimmy.wiseman@franklin.tn.gov Comment to remain open but does not hinder Development Plan approval.

54. Offsite Stormwater Improvements

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

Advisory Comment: During detailed engineering design at the Site Plan Stage, the Applicant will be required to provide analysis for off-site downstream structures receiving flow from stormwater outfalls #1 and #2, including the existing double culvert below Boyd Mill Avenue. Should the analysis indicate that the existing storm structures do not have capacity to handle flow from the site, the Applicant will be required to replace the structures with appropriately sized infrastructure.

55. E. Existing Conditions Plan

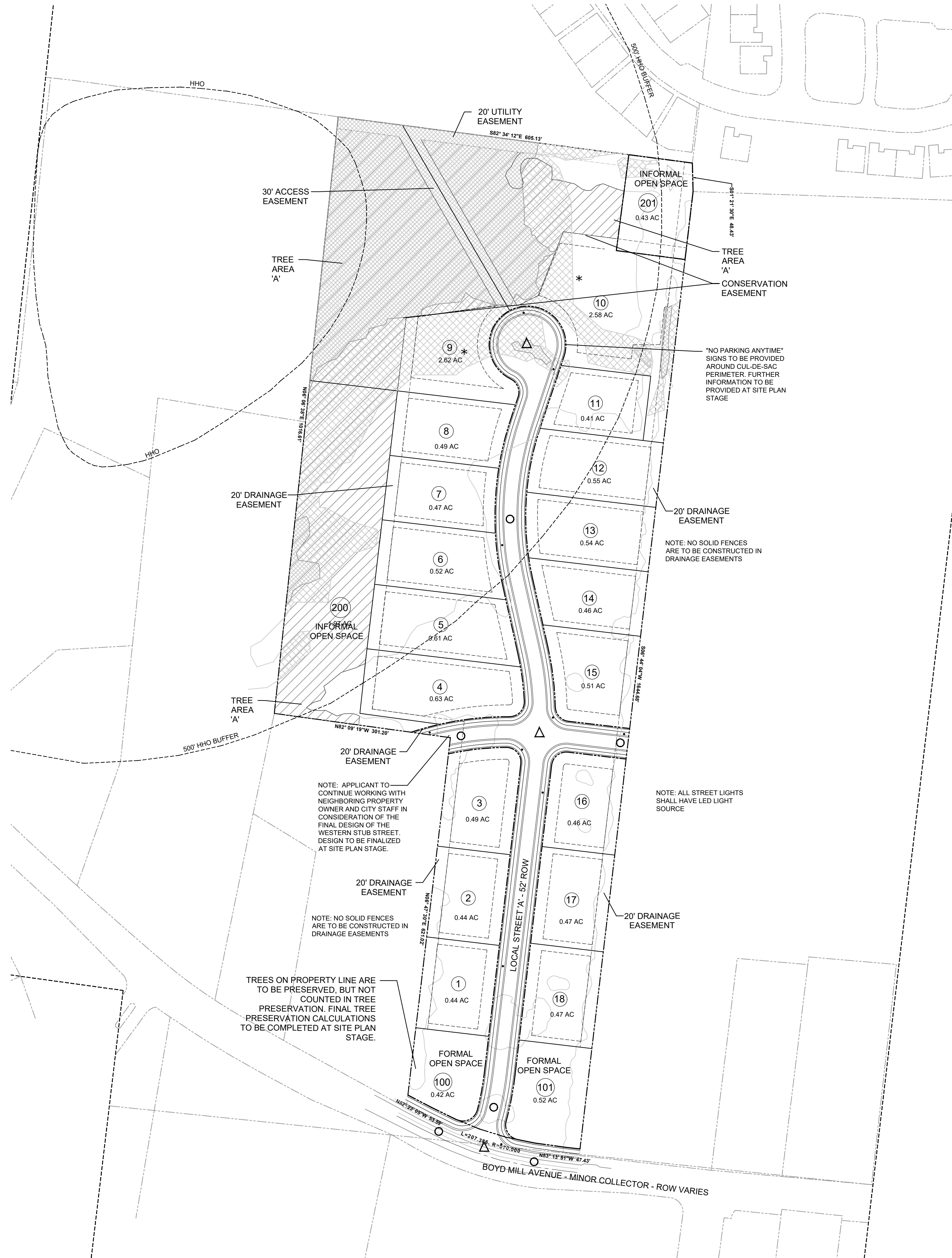
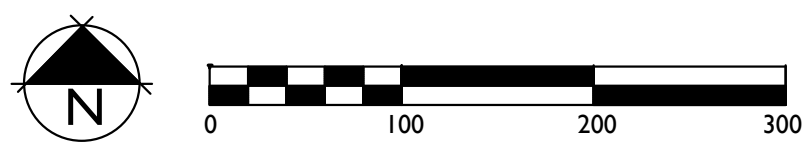
lance.fittro@franklintn.gov Additional terminology indicating stream determinations performed per the Army Corps of Engineers has been added to the plans with this submittal. Applicant shall provide copies of any determinations made by Corps of Engineers as well as details of any required mitigation or buffers imposed.

Water/Sewer

General Issues

47. Sanitary sewer

jimmy.wiseman@franklintn.gov A reimbursement agreement has been requested by the applicant to pay for the material cost of up-sizing the downstream sewer infrastructure. This agreement must be approved by the Board of Mayor and Alderman along with the Development Plan.



OPEN SPACE REQUIREMENT CHART:
MINIMUM OPEN SPACE REQUIREMENT: 15%
SITE AREA: 18.71 AC
OPEN SPACE ACREAGE REQUIRED: 2.81 AC
FORMAL OPEN SPACE REQUIRED: 34% (0.95 AC)
INFORMAL OPEN SPACE REQUIRED: 65% (1.86 AC)

OPEN SPACE PROVIDED:			
KEY	CLASSIFICATION	TYPE	AREA OF OPEN SPACE
100	FORMAL	ENTRY GREEN SPACE	18,033 SF
101	FORMAL	ENTRY GREEN SPACE	22,682 SF
200	INFORMAL	GREENBELT	88,791 SF
201	INFORMAL	WATER QUALITY	18,892 SF
TOTAL FORMAL OPEN SPACE PROVIDED: 0.95 AC			
TOTAL INFORMAL OPEN SPACE PROVIDED: 2.47 AC			
TOTAL OPEN SPACE PROVIDED: 3.42 AC (18.3%)			

TREE CANOPY RETENTION:

TREE AREA	EXISTING	REMOVED	RETAINED
TREE A	387,460 SF	184,138 SF	203,322 SF
TREE B	31,081 SF	31,081 SF	0 SF
TREE C	24,149 SF	24,149 SF	0 SF
TOTAL	442,700 SF	239,378 SF	203,322 SF

TREE CANOPY DATA

EXISTING TREE CANOPY: 442,700 SF
442,700 SF / 815,033 SF = 54% (54.3%) OF TOTAL SITE

REQUIRED CANOPY PRESERVATION = 45% OF TOTAL CANOPY
442,700 SF * 45% = 199,215 SF

PROVIDED CANOPY PRESERVED = 203,322 SF (45.93%) OF TOTAL EXISTING CANOPY

TREE PRESERVATION AREA

CONNECTIVITY INDEX
△ NODES - 3
○ LINKS - 6
6 LINKS / 3 NODES = 2.0 CONNECTIVITY INDEX

SLOPES 14%-20%

SLOPES >20%

* CRITICAL LOTS (CONTAINING SLOPES OVER 14%)

• STREET LIGHT

SITE DATA:

PROJECT NAME:
PROJECT NUMBER:
SUBDIVISION:
LOT NUMBER:
ADDRESS:

COUNTY:
STATE:
CIVIL DISTRICT:
MAP GROUP, PARCEL NUMBERS:
EXISTING ZONING:

CHARACTER AREA OVERLAY:
OTHER APPLICABLE OVERLAYS:
APPLICABLE DEVELOPMENT STANDARD:
TOTAL ACREAGE:
TOTAL SQUARE FOOTAGE:

MINIMUM REQUIRED SETBACKS:
FRONT YARD:
REAR YARD:
SIDE YARD:

APPLICANT:
ADDRESS:

OFFICE PHONE
EMAIL ADDRESS
CONTACT

BUILDING SQUARE FOOTAGE:
BUILDING HEIGHT:
LANDSCAPE SURFACE RATIO:
MINIMUM LANDSCAPE SURFACE RATIO:
MINIMUM PARKING REQUIREMENT:
MAXIMUM PARKING LIMIT:
EXISTING PARKING:
RESIDENTIAL DENSITY:
TREE CANOPY:
PARKLAND DEDICATION:

OPEN SPACE:

OVERALL DENSITY:
NET DENSITY (MINUS ROW):
NET DENSITY (MINUS ROW AND STREAM BUFFERS):
NUMBER OF RESIDENTIAL UNITS BY USE TYPE:
NONRESIDENTIAL SQUARE FOOTAGE:

TOTAL ACREAGE BY USE, ENTIRE SITE:

WARD'S MILL PUD
XXXX
NA
3206 BOYD MILL AVENUE
FRANKLIN, TN
WILLIAMSON
TENNESSEE
9TH CIVIL DISTRICT
077 01200
R-1

WHCO-2
HHO-HILLTOP HILLCREST OVERLAY
CONVENTIONAL
18.71 AC
815,033 SF

ESTABLISHED AS A PART OF THE P.U.D.
20'
20'
10'

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

N/A
2 STORY
0.33
0.30
2 SPACES PER SINGLE FAMILY HOME
N/A
0.96 DUA
10.17 AC, 54 % OF EXISTING SITE
FEE IN LIEU (\$99,173.55)
18 @ 1200 SF/HOME = 21,600 SF
2.81 AC (15%) TOTAL REQUIRED
0.95 AC FORMAL REQ.
1.86 AC INFORMAL REQ.

0.96 UNITS/AC
1.07 UNITS/AC
1.07 UNITS/AC
18 SINGLE FAMILY HOMES
3.42 AC

15.29 AC RESIDENTIAL
3.42 AC OPEN SPACE

STATEMENT OF IMPACTS:

WATER:

WATER SERVICE WILL BE PROVIDED BY FRANKLIN UTILITY DISTRICT.
18 X 350 GPD = 6,300 GPD

SEWER:

SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN.

REPURIFIED (REUSE) WATER FACILITIES:

NOT AVAILABLE

STREET NETWORK:

THE PROJECT WILL INCLUDE A PUBLIC ROADWAY NETWORK WITH MAIN ACCESS TO BOYD MILL. SECONDARY ACCESS WILL BE VIA A FUTURE ROAD STUB TO THE PROPERTY TO THE EAST & WEST AS SHOWN. NO ROAD STUB IS PROVIDED TO THE NORTH PROPERTY DUE TO SIGNIFICANT TOPOGRAPHICAL - HILLSIDE CONDITIONS FOR A FUTURE CONNECTION UPON REDEVELOPMENT OF THE ADJACENT PARCELS. ROW DEDICATION CAN BE ACCOMMODATED ALONG BOYD MILL IF IT IS PLANNED TO BE WIDENED IN THE LONG-TERM PLAN BEYOND WHAT WAS ALREADY DEDICATED TO THE CITY IN 2009 BASED ON WIDENING PLANS PREPARED BY WISER ENGINEERING.

DRAINAGE FACILITIES:

STORMWATER QUALITY FOR THE PROJECT WILL BE PROVIDED BY UTILIZING GRASS SWALES, WATER QUALITY SWALES AND FOREBAYS ON THE PROPERTY. THESE GREEN INFRASTRUCTURE PRACTICES WILL SATISFY THE CITY REQUIREMENTS CONCERNING STORMWATER QUALITY REQUIREMENTS. STORMWATER QUANTITY FOR THE PROJECT WILL BE PROVIDED BY UTILIZING NEW ABOVE GROUND DETENTION PONDS, ALONG WITH A STORM SEWER CONVEYANCE SYSTEM IN THE PUBLIC ROADWAY NETWORK. THESE INFRASTRUCTURE PRACTICES WILL NOT INCREASE THE RUNOFF LEAVING THE SITE. THESE PRACTICES ALONE WILL NOT REDUCE THE RUNOFF LEAVING THE SITE TO MEET THE CITY REQUIREMENTS CONCERNING PEAK RUNOFF CONTROL. DETENTION PONDS WITH OUTLET STRUCTURE CONTROL WILL BE UTILIZED TO SUPPLEMENT THE WATER QUALITY ITEMS TO SATISFY THE CITY REQUIREMENTS CONCERNING STORMWATER QUANTITY REQUIREMENTS. ALL STORMWATER WILL BE CONVEYED TO THE EXISTING OUTFALL AT THE SOUTHWEST CORNER OF THE SITE, WHICH DISCHARGES TO THE SOUTHERN SIDE OF BOYD MILL AND TRAVERSES THROUGH THE FRANKLIN GREEN SUBDIVISION IN OPEN SPACES AND UNDER PUBLIC ROADS IN AN UNNAMED TRIBUTARY TO THE HATCHER SPRING CREEK.

POLICE AND FIRE DEPT:

FRANKLIN FIRE DEPT STATION #1 - 1.7 MILES DRIVING DISTANCE
"NOTE - ALL HOMES REQUIRED TO HAVE RESIDENTIAL FIRE SPRINKLER SYSTEMS INSTALLED IN ACCORDANCE WITH NFPA 13D."
COLUMBIA AVE. POLICE STATION - 2.3 MILES DRIVING DISTANCE

RECREATIONAL FACILITIES:

JIM WARREN CITY PARK - 2 MILES WALKING/DRIVING DISTANCE

PROJECTED STUDENT POPULATION:

18 HOMES X .64 STUDENTS = 12 PROJECTED STUDENTS

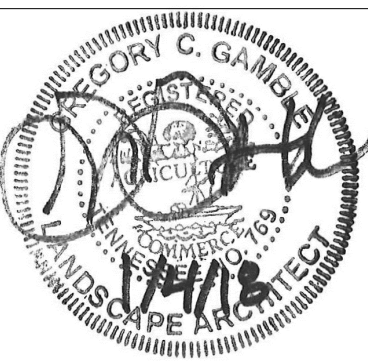
REFUSE COLLECTION:

PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE.

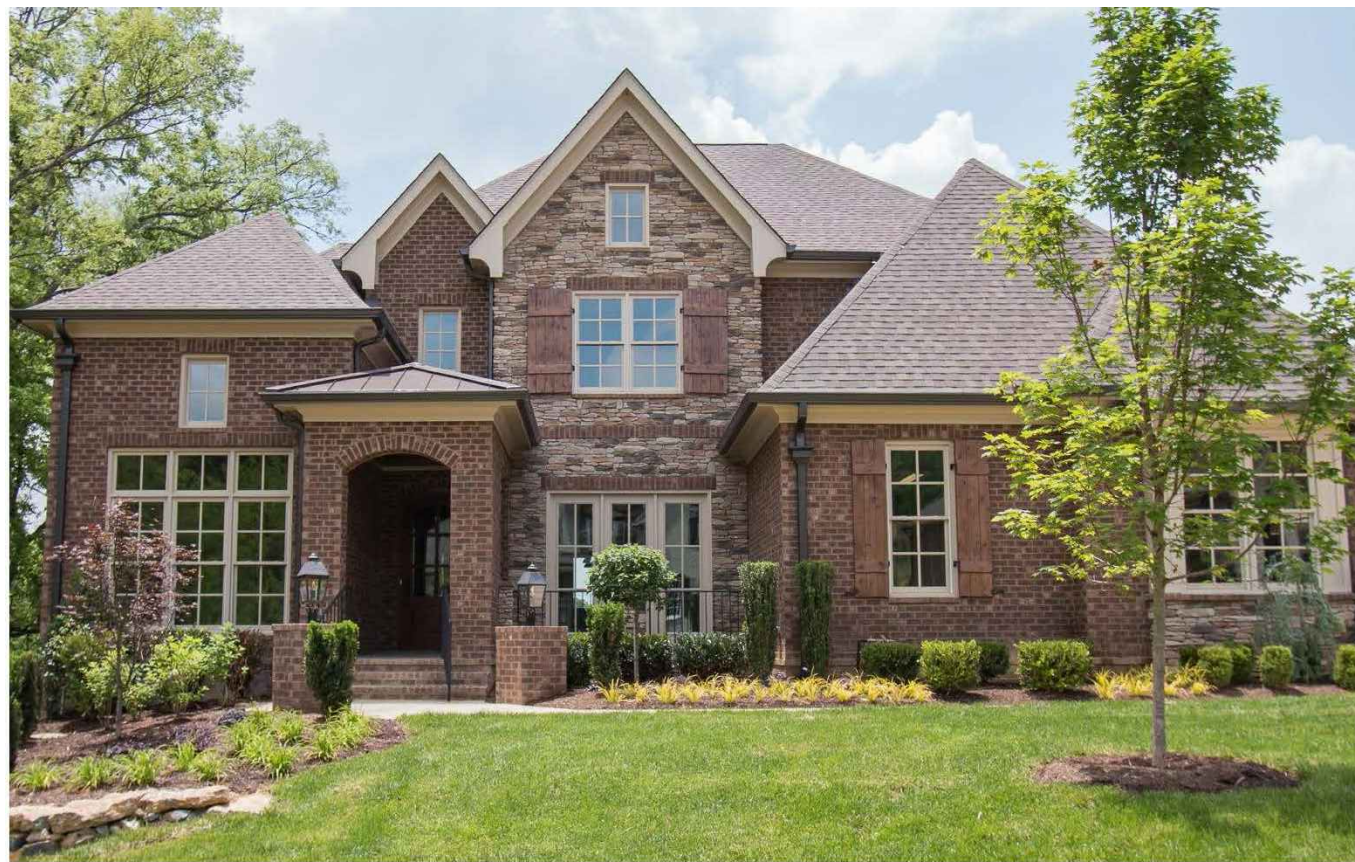
RESTRICTIVE COVENANTS:

A HOME OWNER'S ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY OF RESIDENTS. THE HOA WILL REGULATE ARCHITECTURAL STANDARDS AND THE MAINTENANCE OF THE COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE AND RECREATIONAL AREAS.

NOTE: AS ACCESS POINTS AND IMPACTS TO THE STREET NETWORK ARE DETERMINED, THE STATEMENT OF IMPACTS MAY NEED TO BE REVISED



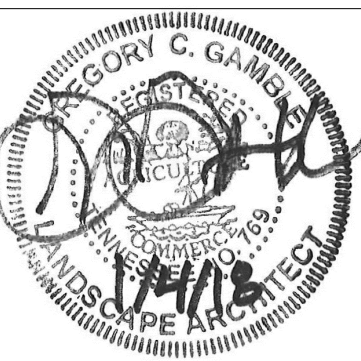
Revision Date	
△	01.04.2017
△	
△	
△	



FRONT SETBACK: 20'
REAR SETBACK: 20'
SIDE SETBACK: 10'

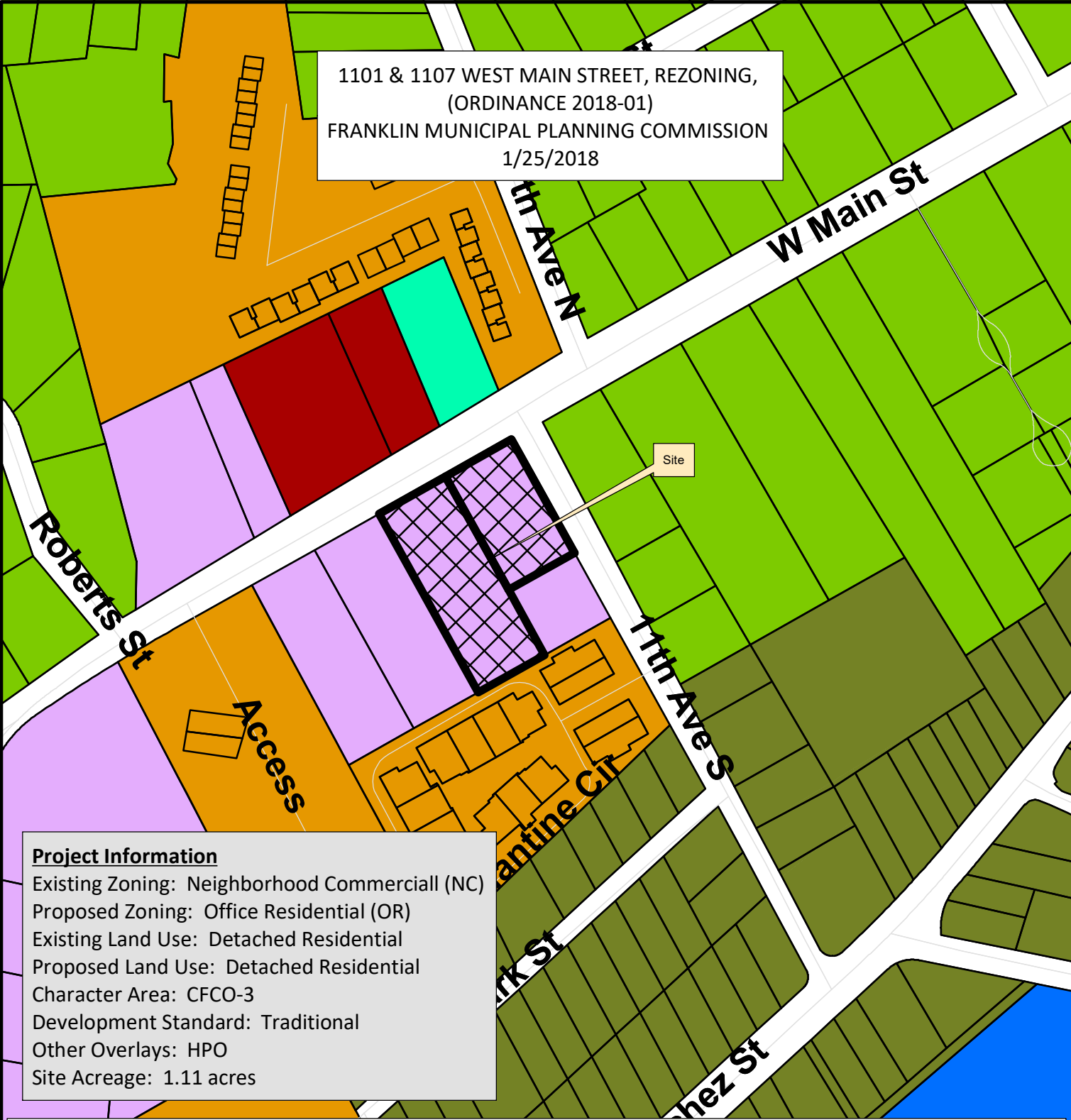
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A1.0

TYPICAL ARCHITECTURE



Revision	Date
△	01.04.2017
△	
△	
△	

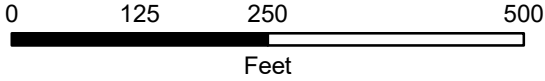
1101 & 1107 WEST MAIN STREET, REZONING,
(ORDINANCE 2018-01)
FRANKLIN MUNICIPAL PLANNING COMMISSION
1/25/2018



Project Information

Existing Zoning: Neighborhood Commercial (NC)
Proposed Zoning: Office Residential (OR)
Existing Land Use: Detached Residential
Proposed Land Use: Detached Residential
Character Area: CFCO-3
Development Standard: Traditional
Other Overlays: HPO
Site Acreage: 1.11 acres

- | | |
|--|---------------------------------------|
| 1101 & 1107 W. Main St. | SD-R Specific Development-Residential |
| AG Agricultural District | SD-X Specific Development-Variety |
| ER Estate Residential | OR Office Residential District |
| R-1 Residential District | GO General Office District |
| R-2 Residential District | CC Central Commercial District |
| R-3 Residential District | NC Neighborhood Commercial District |
| R-6 Residential District | GC General Commercial District |
| RM-10 Attached 10 Residential District | LI Light Industrial District |
| RM-15 Attached 15 Residential District | HI Heavy Industrial District |
| RM-20 Attached 20 Residential District | CI Civic and Institutional District |



This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained herein.
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ORDINANCE 2018-01

TO BE ENTITLED: "AN ORDINANCE TO REZONE 1.11 ACRES FROM NEIGHBORHOOD COMMERCIAL (NC) DISTRICT TO OFFICE RESIDENTIAL (OR) DISTRICT FOR THE PROPERTIES LOCATED SOUTH OF WEST MAIN STREET AND WEST OF 11TH AVENUE SOUTH, 1101 & 1107 WEST MAIN STREET."

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

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

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

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

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

PREMISES CONSIDERED

Map-Parcel	Acres
078G-007.00	0.43
078G-006.00	0.68
Total	1.11

078G-007.00: Beginning at an iron rod set at the intersection of the southerly right-of-way line of West Main Street, 60 feet in width, and the westerly right-of-way line of Eleventh Avenue South, 50 feet in width; Thence with the westerly right-of-way line of Eleventh Avenue South, South 29 deg 20 min 45 sec East, 181.69 feet to an iron rod set at a corner common with the property conveyed to Jose Mata and Janette Judith Solorzano of record in Book 6338, Page 962 in the Register's Office for Williamson County, Tennessee; Thence leaving the westerly right-of-way line of Eleventh Avenue South with the northerly line of said Mata and Solorzano, South 59 deg 49 min 05 sec West, 104.01 feet to a point on the easterly line of the property conveyed to Thomas E. Fox and wife, Janice A. Fox of record in Book 6308, page 633 in the Register's Office for Williamson County, Tennessee; Thence with the easterly line of said Fox, North 29 deg 20 min 45 sec West, 182.50 feet to an existing iron rod on the southerly right-of-way line of said West Main Street; Thence with the southerly right-of-way line of said West Main Street, North 60 deg 15 min 40 sec East, 104.00 feet to the point of beginning, containing 18,938 square feet or 0.435 acres more or less.

078G-006.00: Beginning in the margin of Main Street, 28 feet from the middle thereof, at a point even with the dividing line fence between this property and the property of the heirs of A.C. Vaughan; thence with the center of the fence South 34 feet East 283.5 feet to the center of the cross fence; thence with the center of same West 105 feet; thence in a straight line parallel with the first line above

given to a point in the margin of Main Street; thence east 105 feet with the margin of said Street to beginning.

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

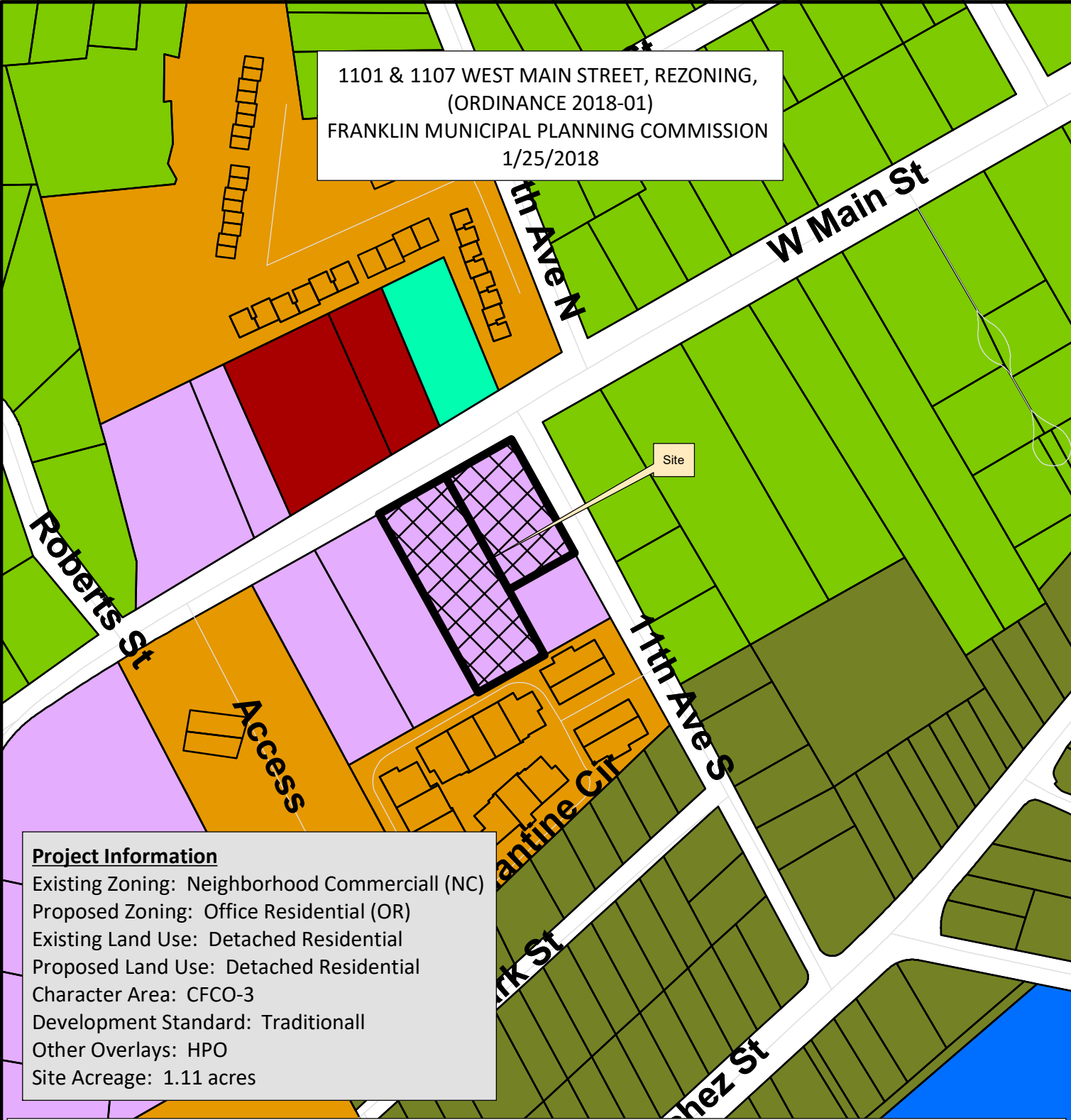
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

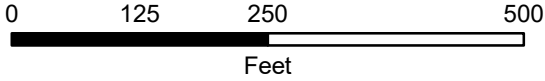
1101 & 1107 WEST MAIN STREET, REZONING,
 (ORDINANCE 2018-01)
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 1/25/2018



Project Information

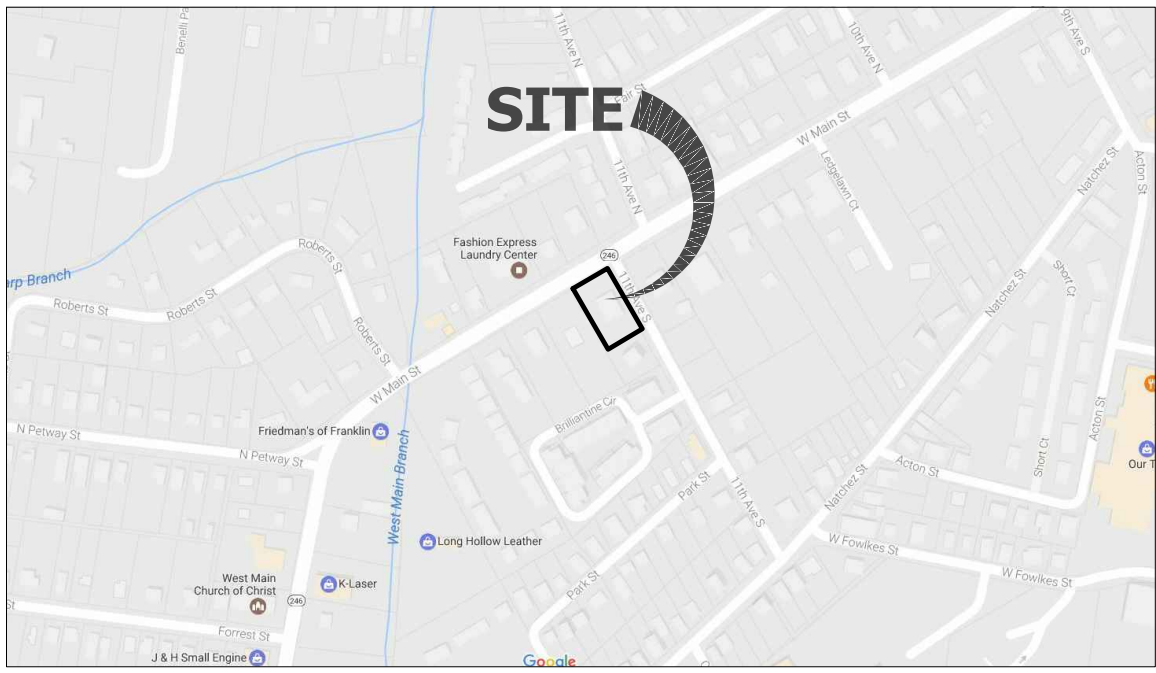
Existing Zoning: Neighborhood Commercial (NC)
 Proposed Zoning: Office Residential (OR)
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 Other Overlays: HPO
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- | | |
|--|---------------------------------------|
| 1101 & 1107 W. Main St. | SD-R Specific Development-Residential |
| AG Agricultural District | SD-X Specific Development-Variety |
| ER Estate Residential | OR Office Residential District |
| R-1 Residential District | GO General Office District |
| R-2 Residential District | CC Central Commercial District |
| R-3 Residential District | NC Neighborhood Commercial District |
| R-6 Residential District | GC General Commercial District |
| RM-10 Attached 10 Residential District | LI Light Industrial District |
| RM-15 Attached 15 Residential District | HI Heavy Industrial District |
| RM-20 Attached 20 Residential District | CI Civic and Institutional District |



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PLOT DATE: 10/10/2017 12:01:43 PM
X:_active jobs\W Main St 1101 (Franklin)\W Main 1101 - Survey.dwg



VICINITY MAP
NOT TO SCALE

MAP REFERENCE

Parcel ID for subject property is (078G E 00700 00009078G) on Williamson County Property Map.

DEED REFERENCE

Owner : ROBIN L & PEGGY J HOOD, as of record in Deed Book 877 Page 28 Registers Office, Williamson County, Tennessee.

SURVEYOR'S NOTES

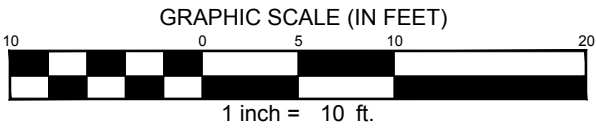
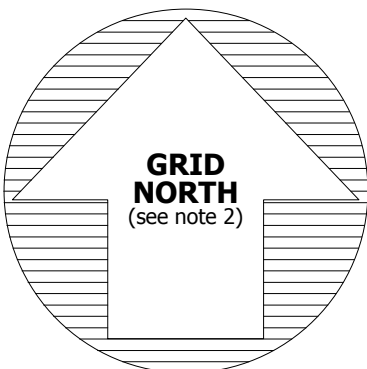
- This Property is located in the 11th Civil District of Williamson County Tennessee.
- Bearings, Elevations and Coordinates shown are based on Tennessee State Plane NAD83. (NAVD88)
- The property is located in areas designated as "Zone X" (areas determined to be outside the 0.2 % annual chance floodplain) as noted on the current FEMA Firm Community Panel # 47187C0192G, effective on 12-22-16.
- Utilities shown hereon were taken from visible structures and other sources available to me at this time. Verification of existence, size, location and depth should be confirmed with the appropriate utility sources.
- A Title Report was not provided for the preparation of this survey. Therefore this survey is subject to the findings of an accurate title search.
- No Stream determinations were provided to this surveyor, therefore this survey does not address the existence or non-existence of any water of the state, jurisdictional stream buffers or wetlands.
- This survey does not address the owner of any fence nor address any adverse claim of ownership of any adjoining property. Removal of any property line fence should be coordinated with adjacent owner.
- Property is currently Zoned NC with HP overlay. Setbacks per current zoning, verify with Franklin Codes Administration.

SURVEYOR'S CERTIFICATE

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

Chris L. Vandegrift, TN RLS # 2585

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



Boundary Survey

1101 West Main Street
Franklin, Williamson County, Tennessee

Rev.	Date	Revision Description



Issue Date: 10-10-2017
Project ID: W MAIN 1107
Drafted By: CV
Field Crew: JP
Sheet Title:

Boundary Survey

Sheet No.
V-1.00



MAP REFERENCE
Parcel ID for subject property is (078G E 00600 00009078G) on Williamson County Property Map.

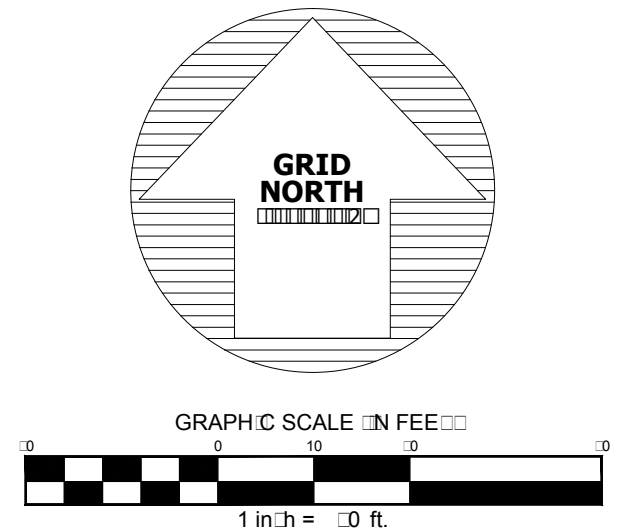
DEED REFERENCE
Owner : Thomas E. & Janice A. Fox, as of record in Deed book 6308 Page 633 Registers Office, Williamson County, Tennessee.

- SURVEYOR'S NOTES**
- This Property is located in the 11th Civil District of Williamson County Tennessee.
 - Bearings, Elevations and Coordinates shown are based on Tennessee State Plane NAD83 (NAVD88)
 - The property is located in areas designated as "One" (areas determined to be outside the 0.2 annual chance floodplain) as noted on the current FEMA Firm Community Panel 47187C0192G, effective on 12-22-16.
 - Utilities shown hereon were taken from visible structures and other sources available to me at this time. Verification of existence, si e, location and depth should be confirmed with the appropriate utility sources.
 - A Title Report was not provided for the preparation of this survey, Therefore this survey is subject to the findings of an accurate title search.
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 - Property is currently zoned NC with HP overlay. Setbacks per current zoning, verify with Franklin Codes Administration.

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

Clint T Elliott, TN RLS # 2347

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



CLINT T. ELLIOTT
REGISTERED LAND SURVEYOR
1711 Hayes St., Nashville, TN 37203
clint@clintelliotsurvey.com
(615) 490-3236

Boundary & Topographic Survey

1107 West Main Street
Franklin, Williamson County, Tennessee

Rev.	Date	Revision Description

Issue Date: 3-22-17
Project ID: W MAIN 1107
Drafted By: CE/KW
Field Crew: SW

Sheet Title:

Boundary & Topographic Survey

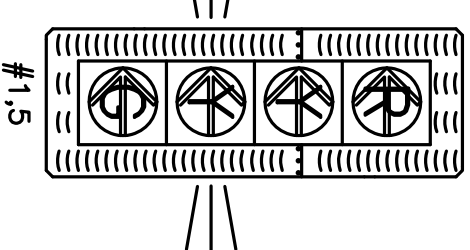
Sheet No.

V-1.00

CITY OF FRANKLIN	YEAR	SHEET NO.
	2017	SIGNAL



SIGNAL HEAD DISPLAYS (NEW)



NO.	DATE	REVISION
-----	------	----------

[illegible]

CITY OF	YEAR	SHEET NO.
FRANKLIN	2017	SIGNAL

CITY OF	YEAR	SHEET NO.
FRANKLIN	2017	SIGNAL



SIGNAL HEAD DISPLAYS (NEW)



**WESTHAVEN BLVD AND SR96
WEST TRAFFIC SIGNAL**

**WESTHAVEN BLVD AND SR96
WEST TRAFFIC SIGNAL**

**WESTHAVEN BLVD AND SR96
WEST TRAFFIC SIGNAL**

ORDINANCE 2016-42

TO BE ENTITLED: "AN ORDINANCE TO AMEND TITLE 17 – REFUSE AND TRASH DISPOSAL OF THE FRANKLIN MUNICIPAL CODE FOR PROVIDING FOR VARIOUS CLARIFICATIONS AND OTHER GENERAL HOUSEKEEPING, AND APPENDIX A – COMPREHENSIVE FEES AND PENALTIES TO BE CONSISTENT WITH THE AMENDMENTS TO TITLE 17"

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

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

WHEREAS, the Franklin Board of Mayor and Aldermen have, on behalf of the citizens of Franklin, invested in a solid waste management facility located at 411 Century Court; and

WHEREAS, the facility is used by the City of Franklin for solid waste transportation of waste collected by the City and private hauling companies; and

WHEREAS, the City of Franklin is endeavoring to equitably charge for services provided by the Sanitation and Environmental Services Department based on customer type, delivery method and type of container used for providing the service; and

WHEREAS, defining the required steps for establishing and remitting payment for City services are necessary and proper,

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

SECTION 1: BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that Title 17, of the Franklin Municipal Code is hereby amended by deleting Title 17 in its entirety and replaced as follows:

TITLE 17 - MUNICIPAL SOLID WASTE DISPOSAL

CHAPTER 1. – MUNICIPAL SOLID WASTE

Sec. 17-101. - Definitions.

1. **Municipal Solid Waste (MSW).** Garbage, rubbish, refuse, industrial lunchroom or office waste, household waste, yard waste, and any other material resulting from the operation of residential, municipal, commercial or institutional establishments and from community activities.
2. **Administrative Set-up Fee.** Fee paid to the Sanitation and Environmental Services department per rollout container, including assembly, delivery, and any future repairs and parts replacement.

3. **Brush.** Limbs, large sticks and other similar cuttings from trees and shrubs.
4. **Bulky Waste.** Large items of MSW such as white goods (household appliances), mattresses, furniture and other oversize wastes whose large size precludes safe or convenient loading in approved waste containers or complicates handling by normal collection, processing, or disposal methods or vehicles.
5. **City.** The City of Franklin, Tennessee
6. **Condominium.** Types of buildings that include two (2) or more single-family dwelling units whose exterior building entrance leads to a common, shared hallway which has individual entrances leading from this common hallway into each individual single-family unit. These dwellings are classified as nonresidential for purposes of City MSW collection services and City service is not mandatory.
7. **Department.** The Department of Sanitation and Environmental Services unless otherwise specified as provided in this title.
8. **Director.** The director of the Sanitation and Environmental Services department, or his authorized agent or representative unless otherwise specified.
9. **Dumpster.** Steel waste receptacles of not less than two cubic yards and not more than eight cubic yards designed for the storage of MSW. The containers shall meet City standards for service, as provided in this title.
10. **Nonresidential Service MSW service** provided to Nonresidential service locations which includes but is not limited to federal, state, county and municipal government locations, educational institutions, hospitals, lodges, clubs, multifamily dwelling complexes of three (3) or more units, as well as business, commercial, industrial and office establishments. The service by the Department may be provided for using a dumpster or rollout container, as determined by the Director.
11. **Residential Service.** MSW service available from the Department to include single- or two-family dwelling units, townhomes, and mobile homes, as determined by the Director, that do not maintain centralized locations for MSW dumpsters. A monthly service fee will be charged to each location for which this service is available.
12. **Hazardous waste.** Any chemical compound, mixture, substance or article which may constitute a hazard to health or may cause damage to property because of being explosive, flammable, poisonous, corrosive, unstable, irritating, radioactive, or otherwise harmful.
13. **Infectious wastes.** Waste which contains pathogens with sufficient virulence and quantity so that exposure to the waste by a susceptible host could result in an infectious disease. For purposes of this policy, the following waste shall be infectious waste:
 - a. **Isolation wastes.** Wastes contaminated by patients who are isolated due to communicable disease, as provided in the U.S. Centers for Disease Control Guidelines for Isolation Precautions, (2007, as it may be amended).

- b. **Cultures and stocks of infectious agents and associated biologicals.** Cultures and stocks of infectious agents, including specimen cultures from medical and pathological laboratories, cultures and stocks of infectious agents from research and industrial laboratories, wastes from the production of biologicals, discarded live and attenuated vaccines, and culture dishes and devices used to transfer, inoculate, and mix cultures.
 - c. **Human blood and blood products.** Waste human blood and blood products such as serum, plasma, and other blood components.
 - d. **Pathological wastes.** Tissues, organs, body parts, and body fluids.
 - e. **Contaminated sharps.** All discarded sharps (e.g. hypodermic needles, syringes, pasteur pipettes, broken glass, scalpel blades) used in patient care or which have meet infectious agents during use in medical, research, or industrial laboratories.
 - f. **Contaminated animal carcasses, body parts, and bedding.** Contaminated carcasses, body parts (including fluids), and bedding of animals that were intentionally exposed to pathogens in research, in the production of biologicals, or in the in vivo testing of pharmaceuticals.
 - g. **Facility-specified infectious wastes.** Other wastes determined to be infectious by a written facility policy.
14. **Industrial waste.** All such wastes peculiar to industrial, manufacturing or processing plants and shall include hazardous waste. Waste produced by industrial activity which includes any material that is rendered useless during a manufacturing process.
15. **Construction and demolition waste.** Nonhazardous materials from construction, demolition, remodeling, construction site preparation, including but not limited to concrete and other masonry materials, rocks, debris, dirt, bricks, fill, plaster, rebar, paving material and all types of scrap building materials.
16. **Yard waste.** Leaves, small trees, grass clippings and shrubbery trimmings.
17. **Ashes.** Residue from coal, wood, and other combustible materials from all public and private residences and establishments.
18. **Collector.** any person or entity that collects, transports, or disposes of any MSW within the corporate limits of the City of Franklin.
19. **Rollout container.** A standard City issued container designed for the storage of MSW or recyclables prior to collection.
20. **Tipping fees.** the fee(s) imposed at the City of Franklin Transfer Station on all waste brought to the facility for transfer to an appropriate disposal site.
21. **Recyclables.** Any item approved by the Director for collection as a commodity designated for reuse or delivery to an established recycling center, from all residences and establishments, public and private, but shall not include hazardous waste, infectious waste, nonresidential MSW,

industrial or residential MSW, sewage, body wastes, recognizable industrial or medical by-products.

22. **Scavenging.** Act of unauthorized persons going through solid waste or recyclables set out by customers for curbside collection.

23. **Service Fee.** The fee(s) imposed by the City for waste collection, processing and disposal services.

Sec. 17-102. - Responsibility

1. The Director, or his authorized representative, shall have the authority to make and modify operations as necessary concerning the days of collection, location of containers, and such other matters pertaining to the collection, transporting and disposal of MSW; provided that such regulations are not in violation of the provisions of this chapter.
2. The Director, or his authorized designee, shall be responsible for the enforcement of this chapter.
3. All MSW and recyclables as defined in this title shall be collected sufficiently and frequently to prevent the occurrence of nuisances and public health problems. The collection of MSW within the City shall be under the jurisdiction of the Sanitation and Environmental Services Department.
4. All site plans must be reviewed and approved by the Director or his designee before building permits may be issued.

Sec. 17-103. - Premises to be kept clean.

All persons, firms, and corporations within the corporate limits of the City are hereby required to keep their premises in a clean and sanitary condition, free from accumulations of MSW, offal, filth, and trash. All persons, firms, and corporations are hereby required to store such MSW in sanitary containers of the type described in this chapter between intervals of collection or to dispose of such material in a manner prescribed by the Director so as not to cause a nuisance or become injurious to the public health and welfare.

Sec. 17-104. - Prohibited practices.

1. It shall be unlawful for any person, firm, or corporation to dump MSW in any form into any stream, ditch, storm sewer, sanitary sewer, or other drain within the City.
2. The disposal of MSW in any quantity by an individual, householder, establishment, firm, or corporation in any place, public or private, other than at the site or sites designated and/or with properly approved permits from the Tennessee Department of Solid Waste Management is expressly prohibited. All disposal of MSW shall be by methods approved by the Department under Tennessee Department of Solid Waste Management guidelines. Such methods shall include the maximum practical rodent, insect, and nuisance control at the place of disposal.
3. It shall be unlawful for any person, firm, or corporation to burn or attempt to burn MSW on private or public property within the corporate limits of the City of Franklin.

Sec. 17-105. - Prohibited substances.

1. Substances prohibited from collection and, which shall not be deposited in a dumpsters or rollout containers include, but are not limited to:
 - a. Flammable liquids, solids or gases, such as gasoline, benzene, alcohol or other similar substances.
 - b. Any material that could be hazardous or injurious to City employees or which could cause damage to City equipment.
 - c. Hot materials such as ashes, cinders, etc.
 - d. Human or animal waste, which shall be prohibited unless it is placed and secured in a plastic bag.
 - e. Infectious wastes and hypodermic syringes. Used hypodermic syringes shall not be placed with other waste for collection by the City, but be disposed of by a licensed medical waste disposal firm.
 - f. Construction and demolition waste as defined by section 17-101. The removal and disposal of such materials shall be the responsibility of the construction contractor, developer or property owner. The Department may remove this non-containerized waste from curbside, with signed approval request from the property owner, for an added service fee as defined in Appendix A. Comprehensive Fees and Penalties.
 - g. Rocks, dirt, bricks, concrete, broken glass, and sharp metal are not permitted in rollout containers or dumpsters.

Sec. 17-106. - Refusal of service.

The City reserves the right to refuse service to any occupant, tenant, owner, or business guilty of severe or repeated violations of this chapter or for hampering or interfering with employees of the Department in the discharge of their duties hereunder, and shall have the authority to require proof of alternate arrangements should service be refused. Should service be refused, the occupant, tenant, owner, or business may, within five working days, submit a written appeal to the City Administrator. The City Administrator shall, within five working days of receipt of an appeal, issue a written response, upholding, vacating, or modifying the decision.

Sec. 17-107. - Accumulation of MSW.

Each owner, occupant, tenant, subtenant, lessee or others, using or occupying any building, house, structure, or grounds within the corporate limits of the City of Franklin where MSW materials or substances as defined in this chapter accumulate, or are likely to accumulate, shall provide an adequate number of suitable containers of a type approved by the Director for the storage of such MSW.

Sec. 17-108. - Yard waste and brush

1. *Leaves, lawn clippings, etc.*

- a. It shall not be the responsibility of the Department of the City to shovel or pick up from the ground any loose accumulation of MSW, including leaves, lawn clippings, brush, etc. All yard waste must be placed in biodegradable paper bags of not more than 33-gallon capacity.
- b. The City shall not be responsible to remove any brush or limbs of trees unless said brush and limbs have been cut into lengths of not more than ten feet or 18 inches in diameter. Limbs of trees measuring 15 inches or more in diameter shall be cut into lengths of not more than six feet and weigh less than 75 pounds. Such material shall be piled at curbside in an area at least three feet away from obstacles, including mailboxes and utility boxes. Brush and limbs placed under overhead lines will not be collected. There shall be no MSW mixed with yard waste, bulky waste or brush left at curbside for collection.

Sec. 17-109. - Nurserymen, lawn services; duty to remove yard waste.

Every nurseryman, lawn service, or other person who cuts trees or trims shrubs or grass as a contractor shall remove and dispose all such yard waste from the premises serviced by him.

Sec. 17-110. - Residential service.

1. A fee for Residential service shall be mandatory within the City as defined in Appendix A, Comprehensive Fees and Penalties. Residential service as defined shall be made available within the City limits however is not mandatory for use.
2. The City shall provide one rollout container to each residential service location when that service is first added to the collection system and applicable administrative set-up fees have been received. Container shall remain the property of the City and be used to properly store one week's accumulation of MSW.
3. The Director may require any residential service location regularly exceeding 90 gallons of MSW in a collection period to make other approved disposal arrangements or to request use of a second container from the City. Any additional container will require an additional administrative set-up fee and monthly payment for collection, as defined in Appendix A. Comprehensive Fees and Penalties.
4. The Department is authorized to confiscate or to remove unsatisfactory storage containers from the premises of residences and establishments, public and private, when in the discretion of the Director or his designated representative, such containers do not meet the requirements of this chapter. Such unsatisfactory containers shall be removed and disposed of at a place and in a manner designated by the Department only after the Department has diligently attempted to notify the owner or owners of such containers.
5. The Department shall not be obligated to provide service where adequate containers are not provided.
6. The owner or developer of all new residential construction and development within the City of Franklin, shall supply at their expense, a City-approved rollout container for that residence or housing unit, which shall become the property of the City of Franklin. As a condition of the

issuance of the City building permit, the owner or developer shall pay the sum as specified in Appendix A, Comprehensive Fees and Penalties, per City-approved rollout container that will remain at that address. This fee is payable to the City when the building permit is issued.

7. The containers shall remain the property of the City at the property address where delivered, and are provided and assigned to residences for the health, safety, convenience and general welfare of the occupants. Containers that are damaged, destroyed, or stolen through neglect, improper use or abuse by the occupant-users shall be replaced by the City at the expense of the occupants or the owner of the residence. Containers which are damaged during normal and reasonable usage or which are damaged or destroyed, through no abuse, neglect, or improper use of the occupant-users or residence owner shall be repaired or replaced by the City at no charge to the occupant-users or residence owners. The containers shall not be damaged, destroyed, defaced, or removed from the premises by any person; markings and identification devices on the containers except as placed or specifically permitted by the City are expressly prohibited and shall be regarded as damage to the containers.
8. It shall be the responsibility of each occupant, on the scheduled day of collection, to place their container on the property side of the curb or street, or at the edge of the alley where serviceable alleys are available, or in a City approved location for pick-up. Containers shall be placed in such a location as to be readily accessible for removal by the City. The container shall be placed in such a manner as not to interfere with other MSW containers, curbside mailboxes, overhead power lines or tree branches, parked cars, vehicular traffic, utility boxes or in any other way that would constitute a public hazard or nuisance. Generally, this shall be within two feet of the curb or edge of pavement, at least three feet from obstructions such as those listed, and at least five feet from any vehicle parked along the street. Rollout containers shall not be placed, without the express permission of the City, on a public sidewalk, in the street, or in a drainage ditch.
9. Where service alleys are available, container shall be placed in a designated area on collection day. The area shall provide for one-way access by collection vehicles.
10. Containers shall be placed for collection no earlier than 7:00 P.M. on the day before collection, and no later than 7:00 A.M. on the scheduled day of collection. Containers must be removed from the curb, street, or alleyway no later than 7:00 P.M. on the day of collection.
11. Construction and demolition waste and yard waste, as defined in this chapter, are hereby prohibited from being placed in the rollout or other City approved MSW collection containers.
12. City collectors shall not enter houses, stores, garages, or open gates for the collection of MSW, nor shall they accept any money or valuable gifts for their services from persons served.
13. All MSW must be drained of all liquids and wrapped in plastic or other equivalent material prior to placing it in any MSW storage container. To eliminate odor and insects, reduce spillage and litter and discourage animals from getting into MSW containers, all waste shall be placed in plastic or paper bags which must be tightly secured. No waste shall be placed loose in the MSW container. Collection crews will not pick up spills and litter resulting from loose waste placed in containers.

14. The containers shall be maintained in a clean and sanitary manner and shall be thoroughly cleaned by washing or other method as often as necessary to prevent the breeding of flies and the occurrences of offensive odors.
15. MSW shall not be stored near other personal effects which are not desired to be collected, but shall be reasonably separated in order that the collectors can clearly distinguish between what is to be collected and what is not.

Sec. 17-111. - Nonresidential service.

1. Every nonresidential service location shall place all MSW in a City approved container, and shall maintain the container and the surrounding area in a clean, neat and sanitary condition. All containers shall be cleaned and disinfected on a regular basis.
2. Any establishment that furnishes and maintains a dumpster, or containers suitable for handling by City equipment may be serviced by the City as required provided that such container shall be of sufficient size and number. Dumpsters shall always be kept in a place easily accessible to City equipment as approved by the Director. At no time shall objects, obstructions, or vehicles hinder in any way whatsoever the servicing of said containers.
3. All dumpsters to be serviced by City equipment shall be front-end loading enclosed, metal containers. Before any such container shall be serviced by the City, it shall be specifically approved by the Director as to capacity, size, type and location. No container shall exceed eight cubic yards capacity.
4. Dumpsters shall be placed on approved service pads to be constructed of six-inch thick concrete reinforced with steel and of a size of no less than 12 by 12 feet square. Screening shall be permitted on three sides only. A gate must be placed on the dumpster screening. Service of containers in gated enclosures may be provided by the Department if the gates meet all specifications set by the department.
5. Nonresidential customers using rollout containers for collection shall provide sufficient containers to properly store one week's accumulation of MSW. The administrative set-up fee for a City approved rollout container shall be as specified in Appendix A, Comprehensive Fees and Penalties. All nonresidential customers requiring any combination of six or more rollout containers for weekly service shall be required to acquire dumpsters for service. Any exceptions must be specifically approved by the Director.
6. Nothing in this section shall prohibit nonresidential establishments or private residents from removing their own MSW or from contracting with a private collector for such removal, provided said private collector shall have a valid permit or license to do business within the City.
7. Right-of-Way Obstruction Permit
 - a. In no event shall public or private dumpsters, roll out containers or other containers be placed on a public street, right-of-way or public property:

- i. Without express written consent of the City Street Department director upon application, approval and tender of a permit fee as specified in Appendix A, Comprehensive Fees and Penalties, for a Right-of-Way Obstruction permit;
 - ii. Without posting a cash bond or certified check deposit as specified in Appendix A, Comprehensive Fees and Penalties, to secure payment for any damage to the street, right-of-way or public property;
 - iii. For longer than 30 days unless the Right-of-Way Obstruction permit is renewed and approved by the City Street Department director; or
 - iv. Such that it poses a hazard to public safety or a health and sanitation nuisance under the provisions of Title 13, Chapter 1 of this Code.
- b. Failure to secure a Right-of-Way Obstruction permit or to abide by its conditions shall subject the violator the penalties in section 17-116 of this Code. In addition, the Department is authorized to remove any dumpster or container which is not in compliance with this section. Prior to any removal, the Street Department director shall give a notice of intent to remove a dumpster to the permittee or MSW collector by first class mail and by posting a copy of the notice on the dumpster or container. The notice shall set out the conditions that render the dumpster or container to be noncompliant. If such conditions are not corrected to the director's satisfaction within five days from the date of the notice, the director or his designee shall remove the dumpster at the expense of the permittee or MSW collector.

Sec. 17-112. - Special collection services.

1. *Non-containerized bulky waste collection.* Any non-containerized bulky waste shall be placed adjacent to and back of the curb, or adjacent to and back of the drainage ditch or catch basin, alley or street line if there is no curb, without blocking the roadway, any sidewalk, drainage ditch, or catch basin. Customers will be assessed a non-containerized bulky waste collection fee per 20 cubic yard truck load or any portion thereof as specified in Appendix A, Comprehensive Fees and Penalties for bulky waste collection services.
2. *Rollout container excess.* Any waste collected at service locations utilizing City issued roll out container that does not fit in the provided number of rollout containers will be assessed an extra pick-up fee as specified in Appendix A, Comprehensive Fees and Penalties. The nature of the MSW may be such that standard non-containerized bulky waste collection fees may be required, as specified in Appendix A, Comprehensive Fees and Penalties.
3. *Remodeling/clean-up dumpsters.* Dumpsters for the disposal of remodeling, light construction, or general clean up waste may be available from the Department. Each dumpster (2-8 cubic yards) shall be properly loaded and emptied at least once per week. A maximum usage of three consecutive calendar weeks will be allowed. For the safety of collectors, no dumpster with protruding items from the sides or top will be serviced. Fees for residential remodeling/clean-up dumpster services are specified in Appendix A. Comprehensive Fees and Penalties.

4. Backdoor Residential. Backdoor residential rollout container services may be provided at no additional charge for customers with a medical condition. Each customer desiring backdoor service shall complete an application for such service on an annual basis.

Sec. 17-113. Billing for Sanitation Collection Services.

1. Bills may be rendered weekly, semi-monthly, or monthly, at the option of the City. Bills will consist of fees for services obtained by the customer from the City in accordance with the Application and Agreement for Service and the City and the provisions of the Municipal Code.
2. Sanitation collection service bills must be paid on or before the due date shown thereon. Payments made after the due date shall incur a penalty of ten (10) percent of the amount billed for sanitation services. If the delinquent balance is not paid within 60 days of the bill due date, nonresidential collection service may be discontinued without further notice until the balance of the bill is paid in full. The City shall not be liable for any damages resulting from discontinued service under the provisions of this section, even though payment of the bill is made at any time on the day that service is discontinued. Failure to receive a bill will not release a customer from payment obligation nor extend the due date.
3. Customers will have consolidated bills presented for other services including, but not limited to, water, wastewater, MSW and stormwater in accordance with the provisions of this Code.
4. Should the final date of payment of bill fall on a weekend or a holiday, the business day next following the final date will be the last day to avoid a penalty. A remittance received by mail after the time limit for payment will be accepted by the City if the envelope is date stamped on or before the final date for payment.

Section 17-114. Billing for Transfer Station Tipping Fees.

1. Transfer station services are billed one month in arrears. The amount billed is due on the 15th of the month following the service month. Transfer station bills must be paid in full on or before the due date shown thereon to avoid an added penalty of ten percent.
2. If a balance is not paid in full within 30 days of the bill due date, the customer's account will be deemed delinquent and use of the transfer station services will be suspended until the entire account balance is paid in full.
3. Failure to receive a bill will not release a customer from payment obligation nor extend the due date. City shall not be liable for any damages resulting from discontinued service(s) under the provisions of this section, even though payment of the bill is made at any time on the day the service is discontinued.
4. Should the final date of payment of bill fall on a weekend or a holiday, the business day next following the final date will be the last day to avoid a penalty. A remittance received by mail after the time limit for payment will be accepted by the City if the envelope is date stamped on or before the final date for payment.

Sec. 17-115. - Schedule of fees for disposal of MSW and frequency of collection.

1. *Residential.* A fee as specified in Appendix A, Comprehensive Fees and Penalties, shall be paid to the City for the disposal of MSW for every household container (once per-week pickup).
2. *Nonresidential.*
 - a. *[Rollout and dumpster.]* A fee as specified in Appendix A, Comprehensive Fees and Penalties, shall be charged for every rollout and dumpster serviced by the City.
 - b. *Special event.* To be determined by the Director, depending on size, duration and nature of event.
 - c. *Nonresidential cardboard recycling service.* A fee as specified in Appendix A, Comprehensive Fees and Penalties, shall be charged for nonresidential cardboard recycling service.
3. *Transfer station tipping fee(s).* Tipping fee(s), as specified in Appendix A, Comprehensive Fees and Penalties, shall be charged for all MSW delivered to the City owned transfer station for hauling and disposal at landfill locations.

Sec. 17-116. - Penalties.

1. Any person violating any of the provisions of this chapter shall be served by the City with written notice stating the nature of the violation and providing up to 10 days for the satisfactory correction thereof. The offender shall, within the time stated in such notice, permanently cease all violations. Service will be discontinued until the violation is corrected.
2. Any person who shall continue any violation beyond the time provided for in subsection 17-116(1) shall be guilty of a misdemeanor and shall be punishable under the general penalty clause of this Code.
3. Any person violating any of the provisions of this chapter shall become liable to the City for any expense, loss or damage occasioned by City personnel or equipment because of such violation.

CHAPTER 2. - RECYCLING

Sec. 17-201. - Definitions.

1. *Recyclables.* any item approved by the Director for collection as a commodity designated for reuse or delivery to an established recycling center, from all residences and establishments, public and private, but shall not include hazardous waste, infectious waste, commercial, industrial or residential solid waste, sewage, body wastes, recognizable industrial or medical by-products.

Recyclables may include cardboard, aluminum, tin, steel, newspaper or any other item approved by the Director.

Sec. 17-202. - Responsibility for administration.

1. The Director, or his authorized representative, shall have the authority to make and modify regulations as necessary concerning the placement of recycling collection containers, hours of operation and or such other matters pertaining to the collection, transporting and disposal of

recyclable materials; provided that such regulations are not in violation of the provisions of this chapter.

2. The Director or his authorized representative, shall be responsible for the enforcement of this chapter.
3. All recyclables shall be collected sufficiently and frequently to prevent the occurrence of nuisance and public health problems. The collection of residential recyclables within the City of Franklin shall be under the jurisdiction of the Department.

Sec. 17-203. - Premises to be kept clean.

All areas where containers are placed are hereby required to be kept in a clean and sanitary condition, by the entity that operates and/or services the area.

Sec. 17-204. - Prohibited practices.

1. It shall be unlawful for any person, firm or corporation to dump recyclables in any form into any stream, ditch, storm sewer, sanitary sewer, or other drain within the City of Franklin.

Sec. 17-205. - Prohibited substances.

1. Substances prohibited from collection and shall not be deposited in recycling containers include, but are not limited to:
 - a. Flammable liquids, solids or gases, such as gasoline, benzene, alcohol or other similar substances.
 - b. Any material that could be hazardous or injurious to City employees or which could cause damage to City equipment.
 - c. Hot materials such as ashes, cinders, etc.
 - d. Human or animal waste shall be prohibited.
 - e. Infectious waste and hypodermic syringes. Used hypodermic syringes shall not be placed with recyclables for collection by the City of Franklin, but be disposed of by a licensed medical waste disposal firm.
 - f. Construction and Demolition waste as defined by section 17-101. The removal and disposal of such materials shall be the responsibility of the construction contractor, developer or property owner. The Department may remove this non-containerized waste from curbside, with signed approval request from the property owner, for an added service fee as defined in Appendix A, Comprehensive Fees and Penalties.
 - g. Rocks, dirt, bricks, concrete, broken glass, and sharp metal are not permitted with recyclables.

Sec. 17-206. - Penalties.

1. Any person violating any of the provisions of this chapter or the conditions of any permit issued hereunder shall be served by the City with written notice stating the nature of the violation and

providing up to ten days for the satisfactory correction thereof. The offender shall, within the time stated in such notice, permanently cease all violations. Service will be discontinued until the violation is corrected.

2. Any person who shall continue any violation beyond the time provided for in subsection 17-116(1) shall be guilty of a misdemeanor and shall be punishable under the general penalty clause of this Code.
3. Any person violating any of the provisions of this chapter shall become liable to the City for any expense, loss or damage occasioned by City personnel or equipment because of such violation.

SECTION II: BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that Appendix A, Chapter 17, of the Franklin Municipal Code is hereby amended by deleting Appendix A, Chapter 17 in its entirety and replaced as follows:

APPENDIX A – COMPREHENSIVE FEES AND PENALTIES

CHAPTER 17. - MUNICIPAL SOLID WASTE DISPOSAL

<i>Containers—Administrative Setup Fee</i>	
Residential —City approved rollout container	\$75.00 per container
Nonresidential— City approved rollout container	\$75.00 per container
<i>Collection Service Fees</i>	
Residential	
First rollout container	\$17.50 per month (one pick-up/week)
Second and subsequent rollout containers	\$7.50 per month/per container
Nonresidential	
First rollout container	\$30.00 per month/per container (one pick-up service/week)
Rollout—Additional pick-up service	\$30.00 per pick-up service
<i>Residential and Nonresidential Dumpster Service</i>	
Dumpster service	\$110.00 per month/per container (one pick-up service/week)

	\$205.00 per month/per container (two pick-up services/week)
	\$300.00 per month/per container (three pick-up services/week)
	\$395.00 per month/per container (four pick-up services/week)
	\$490.00 per month/per container (five pick-up services/week)
Dumpster service—Customer provides city approved container	\$95.00 per month/per container (one pick-up service/week)
	\$180.00 per month/per container (two pick-up services/week)
	\$265.00 per month/per container (three pick-up services/week)
	\$350.00 per month/per container (four pick-up services/week)
	\$435.00 per month/per container (five pick-up services/week)
Dumpster—Additional pick-up service	\$95.00 per service
Container delivery truck service	\$50.00 per dumpster/service
<i>Special Collection Services</i>	
Pick-up service for noncontainerized bulky waste	\$125.00 per vehicle/per request
Residential remodeling/clean-up dumpster	\$110.00 per service
<i>Special Event</i>	
Collection service	As determined by the Sanitation and Environmental Services Director

<i>Non-Residential Cardboard Recycling Service</i>	\$65.00 per month (one pick-up service/week)
	\$115.00 per month (two pick-up services/week)
	\$165.00 per month/per container (three pick-up services/week)
	\$215.00 per month/per container (four pick-up services/week)
	\$265.00 per month/per container (five pick-up services/week)
<i>Tipping Fees at Transfer Station</i>	
Class I	\$55.00 per ton—\$25.00 minimum

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 on June 1, 2018, and after its passage on second and final reading for the health, safety and welfare of the citizens of Franklin, Tennessee requiring it.

(See next page for signatures)

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING _____
PASSED SECOND READING _____



Proposed Title 17 Modifications

Sanitation & Environmental Services
Jack Tucker, SES Director
Mark Hilty, ACA Public Works

Proposed Title 17 Modifications

- Customer Service Classifications,
- Rollout container ownership,
- Right of way obstruction permit
- Backdoor residential services, and
- Guidelines for billing practices associated with collection services and transfer station accounts.
- General Clarifications and cleanup

Proposed Title 17 Modifications – Customer Service Classifications

- Current Service Definitions
 - *Commercial solid waste.* The term "commercial solid waste" shall mean solid waste resulting from the operation of any commercial, industrial, institutional or agricultural establishment, and multiple housing facilities.
 - *Residential solid waste.* The term "residential solid waste" shall mean solid waste resulting from the maintenance and operation of dwelling units, excluding multiple housing facilities. This also excludes specific wastes defined and/or included in other parts of this chapter.
- Proposed Customer Definitions:
 - *Nonresidential Service* - MSW service provided to Nonresidential service locations which includes but is not limited to federal, state, county and municipal government locations, educational institutions, hospitals, lodges, clubs, multifamily dwelling complexes of three (3) or more units, as well as business, commercial, industrial and office establishments. The service by the Department may be provided for through the use of a dumpster or rollout container, as determined by the Director.
 - Provision of this service by COF SES is optional
 - *Residential Service* - MSW service available from the Department to include single- or two-family dwelling units, townhomes, and mobile homes, as determined by the Director, that do not maintain centralized locations for MSW dumpsters. A monthly service fee will be charged to each location for which this service is available.

Proposed Title 17 Modifications

- Section 17-101 – Definitions
 - Established Administrative Set-up Fee
- Section 17-110 – Residential MSW
 - Establishes how Administrative Set-up Fee works and clarifies container ownership
- Section 17-111 – Nonresidential MSW
 - Establishes how Administrative Set-up Fee works and clarifies container ownership
 - Right-of-Way Obstruction Permit – this section cleans up the language relative to the ROW Obstruction Permit (Ord 2017-44 amending Title 16, Chapter 2) approved on February 27, 2018. (this eliminates permit fee in Appendix A, Chapter 17)

Proposed Title 17 Modifications - Continued

- Section 17-112 Special Collection Services
 - 4. Backdoor Residential. Backdoor residential rollout container services may be provided at no additional charge for customers with a medical condition. Each customer desiring backdoor service shall complete an application for such service on an annual basis.
- Section 17-113 and 17-114 – Billing for Collection Services and Transfer Station Tipping Fees
 - Largely related to cleaning up language relative to the City's authorities and notifications to customers.
- Appendix A – Chapter 17, Refuse and Trash Disposal
 - General clarifications
 - Elimination of permit and surety (permitting accomplished in ROW obstruction permit now)
 - Elimination of construction and demolition waste fee (currently not accepted by COF)

Discussion of Proposed Changes and Implementation Schedule

ORDINANCE 2016-42

TO BE ENTITLED: "AN ORDINANCE TO AMEND TITLE 17 – REFUSE AND TRASH DISPOSAL OF THE FRANKLIN MUNICIPAL CODE FOR THE PURPOSE OF PROVIDING FOR VARIOUS CLARIFICATIONS AND OTHER GENERAL HOUSEKEEPING, AND APPENDIX A – COMPREHENSIVE FEES AND PENALTIES TO BE CONSISTENT WITH THE AMENDMENTS TO TITLE 17"

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

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

WHEREAS, the Franklin Board of Mayor and Aldermen have, on behalf of the citizens of Franklin, invested in a solid waste management facility located at 411 Century Court; and

WHEREAS, the facility is used by the City of Franklin for solid waste transportation of waste collected by the City and private hauling companies; and

WHEREAS, the City of Franklin is endeavoring to equitably charge for services provided by the Sanitation and Environmental Services Department based on customer type, delivery method and type of container used for providing the service; and

WHEREAS, defining the required steps for establishing and remitting payment for City services are necessary and proper,

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

SECTION I: BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that Title 17, of the Franklin Municipal Code is hereby amended by deleting the text noted with a strikethrough and inserting the text noted are approved to read as follows:

SECTION II: BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect on June 1, 2018 and after its passage on second and final reading for the health, safety and welfare of the citizens of Franklin, Tennessee requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

Eric Stuckey

City Administrator/Recorder

By: _____

Dr. Ken Moore

Mayor

Approved as to form by:

Shauna R. Billingsley

City Attorney

PASSED FIRST READING

PASSED SECOND READING

TITLE 17 - ~~REFUSE AND TRASH~~ MUNICIPAL SOLID WASTE DISPOSAL

CHAPTER 1. ~~--~~ MUNICIPAL SOLID WASTE

Sec. 17-101. - Definitions.

1. Municipal Solid Waste (MSW). Garbage, rubbish, refuse, industrial lunchroom or office waste, household waste, yard waste, and any other material resulting from the operation of residential, municipal, commercial or institutional establishments and from community activities.
2. Administrative Set-up Fee. Fee paid to the Sanitation and Environmental Services department per rollout container, including assembly, delivery, and any future repairs and parts replacement.
3. Brush. Limbs, large sticks and other similar cuttings from trees and shrubs.
4. Bulky Waste. Large items of MSW such as white goods (household appliances), mattresses, furniture and other oversize wastes whose large size precludes safe or convenient loading in approved waste containers or complicates handling by normal collection, processing, or disposal methods or vehicles.
5. City. The City of Franklin, Tennessee
6. Condominium. Types of buildings that include two (2) or more single-family dwelling units whose exterior building entrance leads to a common, shared hallway which has individual entrances leading from this common hallway into each individual single-family unit. These dwellings are classified as nonresidential for purposes of City MSW collection services and City service is not mandatory.
7. Department. The Department of Sanitation and Environmental Services unless otherwise specified as provided in this title.
8. Director. The director of the Sanitation and Environmental Services department, or his authorized agent or representative unless otherwise specified.
9. Dumpster. Steel waste receptacles of not less than two cubic yards and not more than eight cubic yards designed for the storage of MSW. The containers shall meet City standards for service, as provided in this title.
10. ~~Nonresidential Service by the Department of Sanitation and Environmental Services all service locations within the city except those locations specified under residential service. MSW service provided to NN~~nonresidential service locations ~~shall~~which includes but ~~are~~is not limited to federal, state, county and municipal government locations, educational institutions, hospitals, lodges, clubs, multifamily dwelling complexes of three (3) or more units, as well as business, commercial, industrial and office establishments. The service by the Department may be provided for through the use of a dumpster or rollout container, as determined by the Director. Classification as a nonresidential service location shall normally preclude classification as a residential service location.limits of the City.
11. Residential Service. MSW service available from the Department ~~by the Department of Sanitation and Environmental Services to include~~ single- or two-family dwelling units,

townhomes, and mobile homes, as determined by the Director, that do not maintain centralized locations for MSW dumpsters. ~~a residential property. This service is mandatory for residentially occupied buildings, detached single-family dwellings, duplexes, mobile homes and townhomes.~~
A monthly service fee will be charged to each location for which this service is available.

~~1. Solid waste.~~ The term "solid waste," as hereinafter referred to in this chapter, shall include garbage, rubbish, and all other putrescible and nonputrescible, combustible and noncombustible materials originating from the preparation, cooking, and consumption of food, market refuse, waste from the handling and sale of produce, and other similar unwanted materials, from residences and establishments, public and private, but shall not include sewage, body waste, recognizable industrial or medical by-products.

~~2.12. Hazardous refuse/waste.~~ The term "hazardous refuse" shall mean ~~any~~ Any chemical compound, mixture, substance or article which may constitute a hazard to health or may cause damage to property by reason of being explosive, flammable, poisonous, corrosive, unstable, irritating, radioactive, ~~infectious~~, or otherwise harmful.

~~3.13. Infectious wastes.~~ The term "infectious waste" means ~~waste~~ Waste which contains pathogens with sufficient virulence and quantity so that exposure to the waste by a susceptible host could result in an infectious disease. For purposes of this policy, the following waste shall be considered to be infectious waste:

- a. *Isolation wastes.* Wastes contaminated by patients who are isolated due to communicable disease, as provided in the U.S. Centers for Disease Control Guidelines for Isolation Precautions, ~~in Hospitals, (February, 1997 2007), as it may be amended.~~
- b. *Cultures and stocks of infectious agents and associated biologicals.* Cultures and stocks of infectious agents, including specimen cultures from medical and pathological laboratories, cultures and stocks of infectious agents from research and industrial laboratories, wastes from the production of biologicals, discarded live and attenuated vaccines, and culture dishes and devices used to transfer, inoculate, and mix cultures.
- c. *Human blood and blood products.* Waste human blood and blood products such as serum, plasma, and other blood components.
- d. *Pathological wastes.* ~~Pathological wastes, such as t~~Issues, organs, body parts, and body fluids.
- e. *Contaminated sharps.* All discarded sharps (e.g. hypodermic needles, syringes, pasteur pipettes, broken glass, scalpel blades) used in patient care or which have come into contact with infectious agents during use in medical, research, or industrial laboratories.
- f. *Contaminated animal carcasses, body parts, and bedding.* Contaminated carcasses, body parts (including fluids), and bedding of animals that were intentionally exposed to pathogens in research, in the production of biologicals, or in the in vivo testing of pharmaceuticals.
- g. *Facility-specified infectious wastes.* Other wastes determined to be infectious by a written facility policy.

- ~~4-14.~~ Industrial waste. ~~The term "industrial waste" shall mean all~~ All such wastes peculiar to industrial, manufacturing or processing plants and shall include hazardous waste-refuse. Waste produced by industrial activity which includes any material that is rendered useless during a manufacturing process.
- ~~5-15.~~ Construction and demolition waste. ~~The term "construction waste" shall mean materials~~ Nonhazardous materials from construction, demolition, remodeling, construction site preparation, including but not limited to concrete and other masonry materials, rocks, ~~trees,~~ debris, dirt, bricks, fill, plaster, rebar, paving material and all types of scrap building materials.
- ~~6.~~ Commercial solid waste. ~~The term "commercial solid waste" shall mean solid waste resulting from the operation of any commercial, industrial, institutional or agricultural establishment, and multiple housing facilities.~~
- ~~7.~~ Residential solid waste. ~~The term "residential solid waste" shall mean solid waste resulting from the maintenance and operation of dwelling units, excluding multiple housing facilities. This also excludes specific wastes defined and/or included in other parts of this chapter.~~
- ~~8-16.~~ Yard waste. ~~The term "yard waste" shall mean,~~ Leaves, small trees, grass clippings and shrubby trimmings.
- ~~9.~~ Grass clippings. ~~The term "grass clippings" shall mean any residue remaining from the cutting, clipping, or trimming of grass from any home, business, or agricultural endeavor.~~
- ~~10.~~ Garbage. ~~The term "garbage" shall include all putrescible waste, except sewage and body waste, including vegetable and animal offal and carcasses of dead domesticated animals at the discretion of the sanitation and environment services department director, but excluding recognizable industrial by-products, from all public and private residences.~~
- ~~11.~~ Rubbish. ~~The term "rubbish" shall include all nonputrescible waste materials except ashes from all public and private residences and establishments.~~
- ~~12-17.~~ Ashes. ~~The term "ashes" shall include the waste products~~ Residue from coal, wood, and other ~~fuels used for cooking and heating~~ combustible materials from all public and private residences and establishments.
- ~~13-18.~~ Collector. ~~The term "collector" shall mean any person or firm, corporation, or political subdivision that~~ entity that collects, transports, or disposes of any ~~refuse~~ MSW within the corporate limits of the City of Franklin.
- ~~14.~~ Health officer. ~~The term "health officer" shall mean the Sanitation and Environment Services Department Director of the City of Franklin or his authorized representative.~~
- ~~15.~~ Bulk container. ~~The term "bulk container" shall mean steel waste receptacles of not less than two cubic yards and not more than eight cubic yards designed for the storage of solid waste. The containers shall meet industry standards for service.~~
- ~~16-19.~~ Roll-out/Rollout container. ~~The term "roll-out container" shall mean a~~ A standard ~~city~~ City issued ~~90-gallon~~ container designed for the storage of ~~solid waste~~ MSW or recyclables prior to collection.

~~17. The pronouns *he, him* and *his* shall refer to persons of the female as well as the male gender, as applicable.~~

20. *Tipping fees.* ~~The term "tipping fee(s)" shall mean~~ the fee(s) imposed at the City of Franklin Transfer Station on all waste brought to the facility for transfer to an appropriate disposal site.

21. *Recyclables.* Any item approved by the Director for collection as a commodity designated for reuse or delivery to an established recycling center, from all residences and establishments, public and private, but shall not include hazardous waste, infectious waste, nonresidential MSW, industrial or residential MSW, sewage, body wastes, recognizable industrial or medical by-products.

22. *Scavenging.* Act of unauthorized persons going through solid waste or recyclables set out by customers for curbside collection.

23. *Service Fee.* The fee(s) imposed by the City for waste collection, processing and disposal services.

~~18.~~

Sec. 17-102. - Responsibility ~~for administration.~~

1. The ~~sanitation and environment services department director~~ Director, or his authorized representative, shall have the authority to make and modify ~~regulations~~ operations as necessary concerning the days of collection, location of containers, and such other matters pertaining to the collection, transporting and disposal of ~~solid waste refuse~~ MSW; provided that such regulations are not in violation of the provisions of this chapter.
2. The ~~sanitation and environment services department director~~ Director, or his authorized ~~representative~~ designee, shall be responsible for the enforcement of this chapter.
3. All ~~refuse~~ MSW (including garbage and rubbish) and recyclables as ~~heretofore~~ defined in this title shall be collected sufficiently and frequently to prevent the occurrence of nuisances and public health problems. The collection of ~~refuse~~ MSW within the City ~~of Franklin~~ shall be under the jurisdiction of the ~~sanitation~~ Sanitation and ~~environmental~~ Environmental services ~~Services department~~ Department.
4. All site plans must be reviewed and approved by the ~~sanitation and environment services department director~~ Director or his designee before building permits may be issued.

Sec. 17-103. - Premises to be kept clean.

All persons, firms, and corporations within the corporate limits of the City ~~of Franklin~~ are hereby required to keep their premises in a clean and sanitary condition, free from accumulations of ~~refuse~~ MSW, offal, filth, and trash. All persons, firms, and corporations are hereby required to store such ~~refuse~~ MSW in sanitary containers of the type described in this chapter between intervals of collection or to dispose of such material in a manner prescribed by the ~~sanitation and environment services department director~~ Director so as not to cause a nuisance or become injurious to the public health and welfare.

Sec. 17-104. - Prohibited practices.

1. It shall be unlawful for any person, firm, or corporation to dump ~~refuse~~MSW in any form into any stream, ditch, storm sewer, sanitary sewer, or other drain within the City of Franklin.
2. The disposal of ~~refuse~~MSW in any quantity by an individual, householder, establishment, firm, or corporation in any place, public or private, other than at the site or sites designated and/or with properly approved permits from the Tennessee Department of Solid Waste Management is expressly prohibited. All disposal of ~~refuse~~MSW and ~~garbage~~ shall be by methods approved by the ~~sanitation and environmental services d~~Department under Tennessee Department of Solid Waste Management guidelines. Such methods shall include the maximum practical rodent, insect, and nuisance control at the place of disposal.
3. It shall be unlawful for any person, firm, or corporation to burn or attempt to burn ~~refuse~~MSW on private or public property within the corporate limits of the City of Franklin ~~without first securing the approval of the appropriate city departments having jurisdiction.~~

Sec. 17-105. - Prohibited substances.

1. Substances prohibited from ~~pick-up~~collection and, which shall not be deposited in ~~garbage containers~~a dumpsters or rollout containers include, but are not limited to:
 - a. Flammable liquids, solids or gases, such as gasoline, benzene, alcohol or other similar substances.
 - b. Any material that could be hazardous or injurious to ~~city~~City employees or which could cause damage to ~~city~~City equipment.
 - c. Hot materials such as ashes, cinders, etc.
 - d. Human or animal waste, which shall be prohibited unless it is placed and secured in a plastic bag.
 - e. Infectious wastes and hypodermic syringes. Used hypodermic syringes shall not be placed with other waste for collection by the City of Franklin, but be disposed of by a licensed medical waste disposal firm.
 - f. "Construction ~~and demolition~~ waste" as defined by section 17-101. The removal and disposal of such materials shall be the responsibility of the construction contractor, developer or property owner. The Department may remove this non-containerized waste from curbside, with signed approval request from the property owner, for an added service fee as defined in Appendix A. Comprehensive Fees and Penalties.
 - g. Rocks, dirt, bricks, concrete, broken glass ~~unless in approved container~~, and sharp ~~metal~~ metal are not permitted in rollout containers or dumpstersglass.

Sec. 17-106. - Refusal of service.

The City of Franklin reserves the right to ~~refuse~~refuse service to any occupant, tenant, owner, or business guilty of severe or repeated violations of this chapter or for hampering or interfering with

employees of the ~~sanitation and environmental services~~ Department in the discharge of their duties hereunder, and shall have the authority to require proof of alternate arrangements should service be refused. Should service be refused, the occupant, tenant, owner, or business may, within five working days, submit a written appeal to the ~~city~~City administratorAdministrator. The ~~city~~City administratorAdministrator shall, within five working days of receipt of an appeal, issue a written response, upholding, vacating, or modifying the decision.

Sec. 17-107. - Accumulation of ~~refuse~~MSW.

Each owner, occupant, tenant, subtenant, lessee or others, using or occupying any building, house, structure, or grounds within the corporate limits of the City of Franklin where ~~refuse~~MSW materials or substances as defined in this chapter accumulate, or are likely to accumulate, shall provide an adequate number of suitable containers of a type approved by the ~~sanitation and environment services department director~~Director for the storage of such ~~refuse~~MSW.

Sec. 17-108. - Yard waste ~~and brush~~:-

1. *Leaves, lawn clippings, etc.*

- a. It shall not be the responsibility of the ~~sanitation and environmental services~~ Department of the ~~city~~City to shovel or pick up from the ground any loose accumulation of ~~refuse~~MSW, including leaves, lawn clippings, brush, etc. ~~Effective December 31, 2003, a~~All yard waste must be placed in biodegradable paper bags of not more than 33-gallon capacity.
- b. The City shall not be responsible to remove any brush or limbs of trees unless said brush and limbs have been cut into lengths of not more than ten (10) feet or 18 inches in diameter. Limbs of trees measuring 15 inches or more in diameter shall be cut into lengths of not more than six (6) feet and weigh less than 75 pounds. All such said material shall be piled at curbside in an area at least three (3) feet away from obstacles, including mailboxes and utility boxes. Brush and limbs placed under overhead lines will not be collected. There shall be no MSW mixed with yard waste, bulky waste or brush left at curbside for collection. The collecting agency of the city shall not be responsible to remove any brush, trunks, or limbs of trees unless said brush shall have been cut into lengths of not more than ten feet. The trunks or limbs of trees measuring 15 inches or more in diameter shall be cut into lengths of not more than six feet and of a weight of no more than 75 pounds, and all of said material shall be piled at curbside.

Sec. 17-109. - Nurserymen, lawn services; duty to remove ~~trash~~yard waste.

Every nurseryman, lawn service, or other person who cuts trees or trims shrubs or grass as an ~~independent~~ contractor shall remove and dispose ~~or cause to be removed~~ all such ~~trash~~yard waste from the premises serviced by him.

Sec. 17-110. - Residential ~~solid waste~~MSWservice.

1. A fee for Residential service, as defined in this title, is shall be mandatory within the City as defined in Appendix A, Comprehensive Fees and Penalties. Residential service as defined shall be made available within the City limits however is not mandatory for use.

- ~~1.2.~~ The City shall provide one rollout container to each residential service location when that service is first added to the collection system and applicable administrative set-up fees have been received. Container shall remain the property of the City and be used to properly store one week's accumulation of MSW. ~~All residents shall provide sufficient city issued 90-gallon regulation containers to properly store one week's accumulation of refuse (including garbage and rubbish).~~
- ~~2.3.~~ The Director may require any residential ~~household~~ service location regularly exceeding 90 gallons of MSW in a collection period to make other approved disposal arrangements or to request use of a second container from the City. Any additional container will require an ~~second~~ additional administrative set-up fee and ~~a second~~ monthly payment for collection, as defined in Appendix A. Comprehensive Fees and Penalties. The sanitation and environment services department director may require any residential household regularly exceeding 90 gallons or 200 pounds of garbage in a collection period, to make other approved disposal arrangements, or to purchase a second container from the city, which requires a second monthly payment for collection.
- ~~3.4.~~ The ~~official refuse collecting agency of the city~~ Department is ~~herein~~ authorized to confiscate or to remove unsatisfactory storage containers from the premises of residences and establishments, public and private, when in the discretion of the ~~sanitation and environment services department director~~ Director or his designated representative, such containers do not meet the requirements of this chapter. Such unsatisfactory containers shall be removed and disposed of at a place and in a manner designated by the ~~Department official collecting agency~~ only after the ~~agency~~ Department has diligently attempted to notify the owner or owners of such containers.
- ~~4.5.~~ The ~~sanitation and environmental services d~~ Department shall not be obligated to provide service where adequate containers are not provided.
- ~~5.6.~~ The owner or developer of all new, residential construction and development, within the City of Franklin, shall supply, at their expense, a ~~city~~ City-approved ~~garbage-rollout~~ container for that residence or housing unit, which shall become the property of the City of Franklin. As a condition of the issuance of the ~~city~~ City building permit, the owner or developer shall pay the sum as specified in ~~appendix~~ Appendix A, ~~comprehensive fees and penalties~~ Comprehensive Fees and Penalties, per ~~city~~ City-approved rollout container, that will remain at that address. This fee is payable to the ~~city~~ City when the building permit is issued.
- ~~6.7.~~ The containers shall remain the property of the ~~city~~ City at the property address where delivered, and are provided and assigned to residences for the health, safety, convenience and general welfare of the occupants. Containers that are damaged, destroyed, or stolen through neglect, improper use or abuse by the occupant-users shall be replaced by the ~~city~~ City at the expense of the occupants or the owner of the residence. Containers which are damaged ~~in the course of~~ during normal and reasonable usage or which are damaged or destroyed, through no abuse, neglect, or improper use of the occupant-users or residence owner shall be repaired or replaced by the ~~city~~ City at no charge to the occupant-users or residence owners. The containers shall not be damaged, destroyed, defaced, or removed from the premises by any person;

markings and identification devices on the containers except as placed or specifically permitted by the cityCity are expressly prohibited and shall be regarded as damage to the containers.

- ~~7. It shall be unlawful for any person, other than the occupant-user, to move, remove, upset, scatter, tamper, use, carry, away deface, mutilate, destroy, damage or interfere with the garbage container, or any refuse left for collection.~~
8. It shall be the responsibility of each occupant, on the scheduled day of collection, to place their container on the property side of the curb or street, or at the edge of the alley where serviceable alleys are available, or in a cityCity approved location for pick-up. Containers shall be placed in such a location as to be readily accessible for removal by the cityCity. The container shall be placed in such a manner as not to interfere with other MSW containers, curbside mailboxes, overhead power lines or tree branches, parked cars, vehicular traffic, utility boxes or in any other way that would constitute a public hazard or nuisance. Generally, this shall be within two (2) feet of the curb or edge of pavement, at least three (3) feet from obstructions such as those listed, and at least five (5) feet from any vehicle parked along the street. ~~Rollout Garbage~~ containers shall not be placed, without the express permission of the cityCity, on a public sidewalk, in the street, or in a drainage ditch.
9. Where service alleys are available, container shall be placed in a designated area on collection day. The area shall provide for one-way access by collection vehicles. ~~and shall be constructed of a 24" x 24" concrete pad for each container.~~
10. Containers shall be placed for collection no earlier than 7:00 P.M. on the day before collection, and no later than 7:00 A.M. on the scheduled day of collection. Containers must be removed from the curb, street, or alleyway no later than 7:00 P.M. on the day of collection.
11. Construction and demolition waste and yard waste, as defined in this chapter, are hereby prohibited from being placed in the 90-gallon rollout or other cityCity approved ~~residential garbage~~MSW collection containers.
12. City ~~garbage~~ collectors shall not enter houses, stores, garages, or open gates for the collection of ~~garbage or rubbish~~MSW, nor shall they accept any money or valuable gifts for their services from persons served.
13. All ~~garbage or refuse~~MSW must be drained of all liquids and wrapped in plastic or other equivalent material prior to placing it in any MSW storage ~~receptacle~~container. To eliminate odor and insects, reduce spillage and litter and discourage animals from getting into MSW containers, all waste shall be placed in plastic or paper bags which must be tightly secured. No waste shall be placed loose in the MSW container. Collection crews will not pick up spills and litter resulting from loose waste placed in containers.
- ~~13.~~14. The containers shall be maintained in a clean and sanitary manner and shall be thoroughly cleaned by washing or other method as often as necessary to prevent the breeding of flies and the occurrences of offensive odors.

~~14.15.~~ Garbage and refuse MSW shall not be stored in close proximity to other personal effects which are not desired to be collected, but shall be reasonably separated in order that the collectors can clearly distinguish between what is to be collected and what is not.

~~15. Collection of white goods stoves, refrigerators, freezers, window type air conditioners, shall be collected by the collection agency. Refrigerators and freezers, shall have doors removed or secured in accordance with Tennessee Code Annotated, § 39-6-104, and have all contents removed. White goods shall be stored out of public view until collection. The city shall not be responsible for the removal of water heaters, central heat and air systems or other commercially installed appliances.~~

Sec. 17-111. - Commercial Nonresidential solid waste MSW service.

1. Every commercial nonresidential establishment service location shall place all garbage MSW in a cityCity approved container, and shall maintain the container and the surrounding area in a clean, neat and sanitary condition. All bulk containers containers shall be cleaned and disinfected on a regular basis.
2. Any establishment that furnishes and maintains a bulk container dumpster, or containers suitable for handling by cityCity equipment may be serviced by the cityCity as required provided that such container shall be of sufficient size and number. Bulk container Dumpsters shall at all times be kept in a place easily accessible to cityCity equipment as approved by the sanitation and environment services department director Director. At no time shall objects, obstructions, or vehicles hinder in any way whatsoever the servicing of said containers.
3. All bulk container dumpsters to be serviced by cityCity equipment shall be front-end loading enclosed, metal containers. Before any such container shall be serviced by the cityCity, it shall be specifically approved by the sanitation and environment services department director Director as to capacity, size, type and location. No container shall exceed eight cubic yards capacity.
4. Bulk container Dumpsters shall be placed on approved service pads to be constructed of six-inch thick concrete reinforced with steel and of a size of no less than 12 by 12 feet square. Screening shall be permitted on three sides only. A gate must be placed on the dumpster screening. Service of containers in gated enclosures may be provided by the City of Franklin Department of Sanitation and Environment Services Department if the gates meet all specifications set by the department.
5. Businesses using regulation 90-gallon cans Nonresidential customers using rollout containers for collection shall provide sufficient containers to properly store one week's accumulation of refuse MSW. The cost of a city approved 90-gallon administrative set-up fee for a City approved rollout container can shall be as specified in appendix Appendix A, comprehensive fees and penalties Comprehensive Fees and Penalties. All businesses nonresidential customers requiring any combination of six or more regulation 90-gallon rollout containers, for weekly service shall be required to acquire regulation bulk container dumpsters for service. Any exceptions must be specifically approved by the Director.

6. Nothing in this section shall prohibit ~~commercial-nonresidential~~ establishments or private residents from removing their own ~~solid-waste~~MSW or from contracting with a private collector for such removal, provided said private collector shall have a valid permit or license to do business within the ~~city~~City. ~~However, private citizens who contract with a private collector for removal will still be subject to the monthly refuse collection service fee from the city.~~

(7) Right-of-Way Obstruction Permit

- a. In no event shall public or private ~~commercial~~ dumpsters, roll ~~off-out~~ containers or other ~~bulk-container~~containers be placed on a public street, right-of-way or public property:
- i. Without express written consent of the ~~sanitation and environment services department~~City Street Department director upon application, approval and tender of a permit fee as specified in ~~appendix~~Appendix A, ~~comprehensive fees and penalties~~Comprehensive Fees and Penalties, for a ~~commercial dumpster permit~~Right-of-Way Obstruction permit;
 - ii. Without posting a cash bond or certified check deposit as specified in ~~appendix~~Appendix A, ~~comprehensive fees and penalties~~Comprehensive Fees and Penalties, to secure payment for any damage to the street, right-of-way or public property;
 - iii. For longer than 30 days unless the ~~commercial dumpster permit~~Right-of-Way Obstruction permit is renewed and approved by ~~the sanitation and environment services department~~the City Street Department director; ~~and or~~
 - iv. Such that it poses a hazard to public safety or a health and sanitation nuisance under the provisions of ~~title~~Title 13, ~~chapter~~Chapter 1 of this Code.
- b. Failure to secure a ~~commercial dumpster~~Right-of-Way Obstruction permit or to abide by its conditions shall subject the violator the penalties in section 17-~~114~~116 of this Code. In addition, the ~~sanitation and environmental services d~~Department is authorized to remove any dumpster or container which is not in compliance with this section. Prior to any removal, the ~~sanitation and environment services~~Street department Department director shall give a notice of intent to remove a dumpster to the permittee or ~~refuse~~MSW collector by first class mail and by posting a copy of the notice on the dumpster or container. The notice shall set out the conditions that render the dumpster or container to be noncompliant. If such conditions are not corrected to the director's satisfaction within five days from the date of the notice, the director or his designees shall remove the dumpster at the expense of the permittee or ~~refuse~~MSW collector.

Sec. 17-112. - Special collection services.

1. ~~Commercial-Non-containerized bulky waste~~ collection. Any non-containerized bulky waste collected ~~at shall be placed adjacent to and back of the curb, or adjacent to and back of the drainage ditch or catch basin, alley or street line if there is no curb, without blocking the roadway, any sidewalk, drainage ditch, or catch basin. Customers will be assessed a non-containerized bulky waste collection fee per 20 cubic yard truck load or any portion thereof as~~

specified in Appendix A, Comprehensive Fees and Penalties for bulky waste collection services~~commercial establishments utilizing bulk (2-8 cubic yard) containers shall be assessed a noncontainerized fee per 20 cubic yard truck load or any portion thereof.~~

2. ~~Roll-out commercial container excess.~~ Any waste collected at ~~commercial establishments service locations~~ utilizing ~~a city~~City issued 90-gallon-roll-out ~~cart~~s-container that does not fit in the provided number of 90-gallon-roll-out ~~cart~~s~~containers~~, will be assessed an extra pick-up fee as specified in Appendix A, Comprehensive Fees and Penalties. ~~Volumes~~ The nature of the waste~~MSW~~ may, ~~at the discretion of the sanitation and environment services department director or his designee,~~ be such that standard ~~commercial non-containerized bulky waste collection fees may be required,~~ as specified in Appendix A, Comprehensive Fees and Penalties.
3. ~~Residential excess.~~ Any excess waste collected at residences may, ~~based on volume and at the discretion of the sanitation and environment services department director or his designee,~~ be assessed a fee commiserate with the standard commercial bulk collection fees.
3. Remodeling/clean-up dumpsters. Dumpsters for the disposal of remodeling, light construction, or general clean up waste may be available from the Department. Each dumpster (2-8 cubic yards) shall be properly loaded and emptied at least once per week. A maximum usage of three ~~(3)~~ consecutive calendar weeks will be allowed. For the safety of collectors, no dumpster with protruding items from the sides or top will be serviced ~~until the customer removes said items.~~ Fees for residential remodeling/clean-up dumpster services are specified in Appendix A, Comprehensive Fees and Penalties. ~~Remodeling/clean-up containers.~~ Bulk containers for the disposal of remodeling, light construction, or general clean up may be available from the sanitation and environmental services department. Each eight cubic yard container shall be properly loaded and emptied at least once per week. A maximum usage of three consecutive weeks will be allowed.
4. Backdoor Residential. Backdoor residential rollout container services may be provided at no additional charge for customers with a medical condition. Each customer desiring backdoor service shall complete an application for such service on an annual basis.

Sec. 17-113. Billing for Sanitation Collection Services.

1. Bills may be rendered weekly, semi-monthly, or monthly, at the option of the City. Bills will consist of fees for services obtained by the customer from the City in accordance with the Application and Agreement for Service and the City and the provisions of the Municipal Code.
2. Sanitation collection service bills must be paid on or before the due date shown thereon. Payments made after the due date shall incur a penalty of ten (10) percent of the amount billed for sanitation services. If the delinquent balance is not paid within 60 days of the bill due date, nonresidential collection service may be discontinued without further notice until the balance of the bill is paid in full. The City shall not be liable for any damages resulting from discontinued service under the provisions of this section, even though payment of the bill is made at any time on the day that service is discontinued. Failure to receive a bill will not release a customer from payment obligation nor extend the due date.

3. Customers will have consolidated bills presented for other services including, but not limited to, water, wastewater, MSW and stormwater in accordance with the provisions of this Code.
4. Should the final date of payment of bill fall on a weekend or a holiday, the business day next following the final date will be the last day to avoid a penalty. A remittance received by mail after the time limit for payment will be accepted by the City if the envelope is date stamped on or before the final date for payment.

Section 17-114. Billing for Transfer Station Tipping Fees.

1. Transfer station services are billed one ~~(4)~~ month in arrears. The amount billed is due on the 15th of the month following the service month. Transfer station bills must be paid in full on or before the due date shown thereon to avoid an added penalty of ten ~~(10)~~ percent.
2. If a balance is not paid in full within 30 days of the bill due date, the customer's account will be deemed delinquent and use of the transfer station services will be suspended until the entire account balance is paid in full.
3. Failure to receive a bill will not release a customer from payment obligation nor extend the due date. City shall not be liable for any damages resulting from discontinued service(s) under the provisions of this section, even though payment of the bill is made at any time on the day the service is discontinued.
4. Should the final date of payment of bill fall on a weekend or a holiday, the business day next following the final date will be the last day to avoid a penalty. A remittance received by mail after the time limit for payment will be accepted by the City if the envelope is date stamped on or before the final date for payment.

Sec. 17-1135. - Schedule of fees for disposal of ~~garbage and refuse~~MSW and frequency of collection.

1. *Residential.* A fee as specified in ~~appendix~~Appendix A, ~~comprehensive~~Comprehensive fees-Fees and ~~penalties~~Penalties, shall be paid to the ~~city~~City for the disposal of ~~solid waste~~MSW for every household container (once per-week pickup).
2. ~~Commercial~~Nonresidential.
 - a. *[Roll-out and dumpster.]* A fee as specified in ~~appendix~~Appendix A, ~~comprehensive fees and penalties~~Comprehensive Fees and Penalties, shall be charged for every ~~rollout~~rollout and dumpster served by the City.
 - b. *Special event.* To be determined by the ~~sanitation and environment services department director~~Director, depending on size, duration and nature of event.
 - c. ~~Commercial~~Nonresidential cardboard recycling service. A fee as specified in ~~appendix~~Appendix A, ~~comprehensive fees and penalties~~Comprehensive Fees and Penalties, shall be charged for ~~commercial nonresidential~~ cardboard recycling service.
3. *Transfer station tipping fee(s).* Tipping fee(s), as specified in ~~appendix~~Appendix A, ~~comprehensive fees and penalties~~Comprehensive Fees and Penalties, shall be charged for all

~~solid waste~~MSW delivered to the ~~Century Court~~City owned transfer station for hauling and disposal at landfill locations.

Sec. 17-1146. - Penalties.

1. Any person violating any of the provisions of this chapter ~~or the conditions of any permit issued hereunder~~ shall be served by the ~~city~~City with written notice stating the nature of the violation and providing up to 10 days ~~time limit~~ for the satisfactory correction thereof. The offender shall, within the time period stated in such notice, permanently cease all violations. Service will be discontinued until such time as the violation is corrected.
2. Any person who shall continue any violation beyond the time provided for in subsection 17-1146(1) shall be guilty of a misdemeanor and shall be punishable under the general penalty clause of this Code.
3. Any person violating any of the provisions of this chapter shall become liable to the ~~city~~City for any expense, loss or damage occasioned by ~~city~~City personnel or equipment by reason of such violation.

~~Secs. 17-115—17-117. [Deleted.]~~

~~These sections were deleted by Ord. No. 2002-31, Dec. 2002.~~

CHAPTER 2. - RECYCLING

Sec. 17-201. - Definitions.

1. *Recyclables.* ~~The term "recyclables," as hereinafter referred to in this chapter, shall include~~ any item approved by the ~~sanitation and environment services department director~~Director for collection as a commodity designated for reuse or delivery to an established recycling center, from all residences and establishments, public and private, but shall not include hazardous waste, infectious waste, commercial, industrial or residential solid waste, sewage, body wastes, recognizable industrial or medical by-products.

Recyclables may include cardboard, aluminum, tin, steel, newspaper or any other item approved by the ~~sanitation and environment services department d~~Director and Williamson Recycles.

- ~~2. *Hazardous refuse.* The term "hazardous refuse" shall mean any chemical compound, mixture, substance or article which may constitute a hazard to health or may cause damage to property by reason of being explosive, flammable, poisonous, corrosive, unstable, irritating, radioactive, infectious, or otherwise harmful.~~

Sec. 17-202. - Responsibility for administration.

1. The ~~sanitation and environment services department director~~Director, or his authorized representative, ~~in conjunction with Williamson Recycles,~~ shall have the authority to make and modify regulations as necessary concerning the placement of recycling collection containers, hours of operation and or such other matters pertaining to the collection, transporting and disposal of recyclable materials; provided that such regulations are not in violation of the provisions of this chapter.

2. The ~~sanitation and environment services department director~~ Director or his authorized representative, shall be responsible for the enforcement of this chapter.
- ~~3.~~ All recyclables shall be collected sufficiently and frequently to prevent the occurrence of nuisance and public health problems. The collection of residential recyclables within the City of Franklin shall be under the jurisdiction of the ~~sanitation and environmental services department~~ Department in conjunction with Williamson Recycles.
- ~~4.3.~~ ~~Williamson Recycles or the City of Franklin Sanitation and Environmental Services Department shall be the only provider of bulk containers for recycling commodities in excess of eight cubic yards within the City of Franklin. All proposed container locations must be reviewed and approved by the sanitation and environment services department director or his designee before containers are placed.~~

Sec. 17-203. - Premises to be kept clean.

All areas where containers are placed are hereby required to be kept in a clean and sanitary condition, ~~free from accumulations of refuse, offal, filth, and trash~~ by the entity that operates and/or services the area.

Sec. 17-204. - Prohibited practices.

1. It shall be unlawful for any person, firm or corporation to dump recyclables in any form into any stream, ditch, storm sewer, sanitary sewer, or other drain within the City of Franklin.
- ~~2. The disposal of recyclables in any quantity by an individual, householder, establishment, firm, or corporation in any place, public or private, other than at the site or sites designated and/or properly approved by the Sanitation and Environmental Services Department of the City of Franklin and Williamson Recycles is expressly prohibited.~~

Sec. 17-205. - Prohibited substances.

1. Substances prohibited from collection and shall not be deposited in recycling containers include, but are not limited to:
 - a. Flammable liquids, solids or gases, such as gasoline, benzene, alcohol or other similar substances.
 - b. Any material that could be hazardous or injurious to ~~city~~ City employees or which could cause damage to ~~city~~ City equipment.
 - c. Hot materials such as ashes, cinders, etc.
 - d. Human or animal waste shall be prohibited.
 - e. Infectious waste and hypodermic syringes. Used hypodermic syringes shall not be placed with recyclables for collection by the City of Franklin, but be disposed of by a licensed medical waste disposal firm.
 - f. Construction and Demolition waste as defined by section 17-101. The removal and disposal of such materials shall be the responsibility of the construction contractor,

developer or property owner. The Department may remove this non-containerized waste from curbside, with signed approval request from the property owner, for an added service fee as defined in Appendix A, Comprehensive Fees and Penalties.

e.g. Rocks, dirt, bricks, concrete, broken glass, and sharp metal are not permitted with recyclables.

Sec. 17-206. - Penalties.

1. Any person violating any of the provisions of this chapter or the conditions of any permit issued hereunder shall be served by the ~~city~~City with written notice stating the nature of the violation and providing up to ten days ~~time limit~~ for the satisfactory correction thereof. The offender shall, within the time period stated in such notice, permanently cease all violations. Service will be discontinued until such time as the violation is corrected.
2. Any person who shall continue any violation beyond the time provided for in subsection 17-11~~76~~(1) shall be guilty of a misdemeanor and shall be punishable under the general penalty clause of this Code.
3. Any person violating any of the provisions of this chapter shall become liable to the ~~city~~City for any expense, loss or damage occasioned by ~~city~~City personnel or equipment by reason of such violation.

APPENDIX A – COMPREHENSIVE FEES AND PENALTIES

CHAPTER 17. - ~~REFUSE AND TRASH~~ MUNICIPAL SOLID WASTE DISPOSAL

<i>Containers—Initial Cost <u>Administrative Setup Fee</u></i>	
Residential— City- approved <u>rollout</u> container	\$75.00 per container
Non-residential— <u>City approved rollout container</u> 90-gallon container	\$75.00 per container
<i>Collection Service Fees</i>	
Residential	
—1st <u>First rollout</u> container	\$17.50 per month (one pick-up/week)
2nd <u>Second</u> and subsequent <u>rollout</u> containers	\$7.50 per month/per container
Non-residential	
<u>First rollout container</u>	\$30.00 per month/per container (one pick-up service/week)
Rollout—Additional pick-up service	\$30.00 per pick-up service
<i><u>Residential and Nonresidential Dumpster Service</u></i>	
Dumpster service	\$110.00 per month/per container (one pick-up service/week)
	\$205.00 per month/per container (two pick-up services/week)

	\$300.00 per month/per container (three pick-up services/week)
	\$395.00 per month/per container (four pick-up services/week)
	\$490.00 per month/per container (five pick-up services/week)
Dumpster service—Customer provides city-approved container	\$95.00 per month/per container (one pick-up service/week)
	\$180.00 per month/per container (two pick-up services/week)
	\$265.00 per month/per container (three pick-up services/week)
	\$350.00 per month/per container (four pick-up services/week)
	\$435.00 per month/per container (five pick-up services/week)
Dumpster—Additional pick-up service	\$95.00 per service
Container delivery truck service	\$50.00 per dumpster/service
<i><u>Special Collection Services</u></i>	
Pick-up service for noncontainerized <u>bulky waste-refuse</u>	\$125.00 per vehicle/per request
Residential remodeling/clean-up dumpster	\$110.00 per service
<i>Special Event</i>	

Collection service	As determined by the sanitation Sanitation and environment Environmental services Services department dDirector
<i>Non-Residential Cardboard Recycling Service</i>	\$65.00 per month (one pick-up service/week)
	\$115.00 per month (two pick-up services/week)
	\$165.00 per month/per container (three pick-up services/week)
	\$215.00 per month/per container (four pick-up services/week)
	\$265.00 per month/per container (five pick-up services/week)
<i>Tipping Fees at Transfer Station</i>	
Class I	\$ 45 55.00 per ton—\$ 20 25.00 minimum
—Class III and IV (construction and demolition)	\$50.00 per ton—\$25.00 minimum
Public Right of Way Permits/Trash Containers	
—Permit	\$100.00
—Damage surety (cash bond or certified check)	\$1,000.00

ORDINANCE 2017-44

**TO BE ENTITLED: "AN ORDINANCE TO AMEND TITLE 16, CHAPTER 2
OF THE FRANKLIN MUNICIPAL CODE."**

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations and standards for the location, design, construction, and maintenance of buildings and structures within the City; and

WHEREAS, the Board of Mayor and Aldermen found that ordinances that regulate land use, development, and building construction must be dynamic and modified from time to time to reflect changes in best practices, model codes, building materials, land and labor costs, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, the Board of Mayor and Aldermen found that in order to effectively promote the public health, safety, comfort, convenience, and general welfare of the people of Franklin, Tennessee, guidelines should be established to regulate the use, temporary obstruction, and/or construction within the public right-of-way.

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

SECTION I. That Title 16, Chapter 2 of the Franklin Municipal Code is hereby deleted in its entirety and is approved to read as follows:

CHAPTER 2. – RIGHT-OF-WAY OCCUPANCY, OBSTRUCTION, EXCAVATIONS, AND CUTS

- Sec. 16-201. - Permit required.
- Sec. 16-202. - Applications.
- Sec. 16-203. - Fee.
- Sec. 16-204. - Surety.
- Sec. 16-205. - Manner of excavating—Barricades and lights—Temporary sidewalks.
- Sec. 16-206. - Restoration of streets, etc.
- Sec. 16-207. - Insurance.
- Sec. 16-208. - Time limits.
- Sec. 16-209. - Supervision.

CHAPTER 2. – RIGHT-OF-WAY OCCUPANCY, OBSTRUCTION, EXCAVATIONS, AND CUTS

- Sec. 16-201. - Permit required.

It shall be unlawful for any person, firm, corporation, association or others to occupy or obstruct any public or private street, alley, sidewalk, or other right-of-way for the purpose of placing thereon construction equipment, scaffolding, non-licensed vehicles, building and/or landscaping materials, rubbish, debris, or to make any excavation in any street, alley, sidewalk or public place, or to tunnel under any street, alley, or public place without having first obtained a permit as herein required, and without complying with the provisions of this chapter; and it shall also be unlawful to violate, or vary from, the

terms of any such permit; provided, however, any person maintaining pipes, lines, or other underground facilities in or under the surface of any street may proceed with an opening without a permit when emergency circumstances demand the work to be done immediately and a permit cannot reasonably and practicably be obtained beforehand. The person shall thereafter apply for a permit on the first regular business day, and said permit shall be retroactive to the date when the work was begun.

Sec. 16-202. - Applications.

Applications for such permits shall be made to the city and shall state thereon the location of the intended occupation, obstruction, excavation, or tunnel; the person, firm, corporation, association, or others doing the actual construction, activity, excavating, or tunneling; the name of the person, firm, corporation, association, or others for whom the work is being done; plans showing the exact location, type, and scope of all work to be performed; and shall contain an agreement that the applicant will comply with all ordinances and laws relating to the work to be done. Such application shall be rejected or approved within five (5) working days of its filing.

Sec. 16-203. - Fee.

The fee for a permit to occupy or obstruct any public or private street, alley, sidewalk, or other right-of-way for the purpose of placing thereon construction equipment, scaffolding, non-licensed vehicles, building and/or landscaping materials, rubbish, debris, or to make any excavation in any street, alley, sidewalk or public place, or to tunnel under any street, alley, or public place, shall be as specified in Appendix A, Comprehensive Fees and Penalties, and shall cover the administrative costs of on-site inspections performed by the City. If in the opinion of the Street Department Director or Designee, after appropriate inspection, any work inspected under the terms of this section fails to comply with the law, and notice is given to the permittee or his agent, and any re-inspection of the same work is required, then a fee as specified in Appendix A, Comprehensive Fees and Penalties, per re-inspection may be assessed against and collected from the permittee or his agent. No portion of the permitted work shall continue without first paying the re-inspection fee.

Sec. 16-204. - Surety.

No permit shall be issued to any person for the occupation, obstruction, or excavation in or across any street, road, alley, sidewalk, public way, or City right-of-way until such applicant posts a surety in an amount as estimated by the Street Department Director or his designee to be sufficient to ensure faithful performance of all work, payment of all fees, and restoration of all property to current standards, or as specified by the Street Department Director, or designee. An applicant may satisfy the surety requirement in any of the following ways:

- (1) By depositing cash;
- (2) By posting a cashier's or certified check;
- (3) By providing an acceptable letter of credit;
- (4) By posting a surety bond.

In the event the applicant completes all work in an acceptable fashion and returns the work site to current standards, or as specified by the Street Department Director or designee, the city will refund the cash or check and/or release the applicant from all obligations under a letter of credit or bond. In the event the applicant fails to comply with any of the terms of the agreement, the city may use the cash or check, or call on the terms of the letter of credit or bond, to complete all work specifications and return the site to

current standards, or as specified by the Street Department Director or designee. Upon completion of this work by the City, any remaining balance shall be returned to the applicant.

Sec. 16-205. - Manner of excavating—Barricades and Lights—Temporary sidewalks.

Any person, firm, corporation, association, or others occupying or obstructing any public or private street, alley or sidewalk, or public right of way for the purpose of placing thereon construction equipment, scaffolding, non-licensed vehicle, material or rubbish for or from building and/or landscaping operations, or making any excavation or tunnel shall do so according to the terms and conditions of the application and permit authorizing the work to be done. Sufficient and proper barricades, lights, signage, and/or flagman shall be maintained to protect persons and property from injury by or because of the occupation, obstruction, activity, or excavation being made. If any sidewalk is blocked by any such work, a temporary walkway shall be provided which shall be safe for travel and convenient for users. No work shall be performed in or about a manhole or other confined space without sufficient personnel to insure the safety of the general public, while maintaining adequate vehicular and pedestrian traffic flow, and providing safety warnings in accordance with federal, state, and local requirements.

Sec. 16-206. - Restoration of streets, etc.

Any person, firm, corporation, association, or others occupying or obstructing any public or private street, alley or sidewalk, or public right of way for the purpose of placing thereon construction equipment, scaffolding, non-licensed vehicle, material or rubbish for or from building and/or landscaping operations, or making any excavation or tunnel in or under any street, alley, sidewalk, public place, or city right-of-way in the city shall restore said street, alley, sidewalk, public place, or City right-of-way to current standards, or as specified by the Street Department Director, or designee, promptly upon the completion of the work for which the occupation, obstruction, or excavation or tunnel was made. In case of unreasonable delay in restoring the street, alley, sidewalk, public way, or city right-of-way, the city shall give notice to the person, firm, corporation, association, or others that unless the occupation or obstruction is removed, or excavation or tunnel is refilled properly within a specified reasonable period of time, the city will do the work and charge the expense of doing the same to such person, firm, corporation, association, or others. If within the specified time the conditions of the above notice have not been complied with, the work shall be done by the city, an accurate account of the expense involved shall be kept, and the total cost shall be charged to the person, firm, corporation, association, or others who made the excavation or tunnel.

Sec. 16-207. - Insurance.

In addition to making the deposit or submitting a bond herein before required to insure that proper restoration is made, each person applying for a Right of Way Occupancy Permit shall file a certificate of insurance indicating that he is insured against claims for damages for personal injury as well as against claims for property damage which may arise from or out of the performance of the work, whether such performance be by himself, his subcontractor, or anyone directly or indirectly employed by him. The amount of the insurance shall be prescribed by the city in accordance with the nature of the risk involved; provided, however, that the minimum liability insurance shall be as specified in Appendix A, Comprehensive Fees and Penalties.

Sec. 16-208. - Time limits.

Each application for a Right of Way Occupancy Permit shall state the length of time it is estimated will elapse from the commencement of the work until the restoration of the surface of the ground, sidewalk or pavement. It shall be unlawful to fail to comply with this time limitation unless permission for an extension of time is granted by the City.

Sec. 16-209. - Supervision.

All excavations and other construction must be inspected by either the Street Department Director or their designee. Notice must be given at least ten (10) hours before any work commences except in case of emergency. No surety will be released until final restoration has been completed and inspected by one of these designated agents.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator/ Recorder

By: _____
DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING:

PASSED SECOND READING:

ORDINANCE 2017-44

TO BE ENTITLED: "AN ORDINANCE TO AMEND TITLE 16, CHAPTER 2 OF THE FRANKLIN MUNICIPAL CODE."

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations and standards for the location, design, construction, and maintenance of buildings and structures within the City; and

WHEREAS, the Board of Mayor and Aldermen found that ordinances that regulate land use, development, and building construction must be dynamic and modified from time to time to reflect changes in best practices, model codes, building materials, land and labor costs, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, the Board of Mayor and Aldermen found that in order to effectively promote the public health, safety, comfort, convenience, and general welfare of the people of Franklin, Tennessee, guidelines should be established to regulate the use, temporary obstruction, and/or construction within the public right-of-way.

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

SECTION I. That Title 16, Chapter 2 of the Franklin Municipal Code is hereby amended to add the following text in **bold**, delete text shown by strikethrough, and is approved to read as follows:

CHAPTER 2. – ~~STREET~~ **RIGHT-OF-WAY OCCUPANCY, OBSTRUCTION**, EXCAVATIONS, AND CUTS

- Sec. 16-201. - Permit required.
- Sec. 16-202. - Applications.
- Sec. 16-203. - Fee.
- Sec. 16-204. - Surety.
- Sec. 16-205. - Manner of excavating—Barricades and lights—Temporary sidewalks.
- Sec. 16-206. - Restoration of streets, etc.
- Sec. 16-207. - Insurance.
- Sec. 16-208. - Time limits.
- Sec. 16-209. - Supervision.

CHAPTER 2. – ~~STREET~~ **RIGHT-OF-WAY OCCUPANCY, OBSTRUCTION**, EXCAVATIONS, AND CUTS

- Sec. 16-201. - Permit required.

It shall be unlawful for any person, firm, corporation, association or others, **to occupy or obstruct any public or private street, alley, sidewalk, or other right-of-way for the purpose of placing thereon construction equipment, scaffolding, non-licensed vehicles, building and/or landscaping materials, rubbish, debris, or** to make any excavation in any street, alley, **sidewalk** or public place, or to tunnel under any street, alley, or public place without having first obtained a permit as herein required, and without complying with the provisions of this chapter; and it shall also be unlawful to violate, or vary from, the

terms of any such permit; provided, however, any person maintaining pipes, lines, or other underground facilities in or under the surface of any street may proceed with an opening without a permit when emergency circumstances demand the work to be done immediately and a permit cannot reasonably and practicably be obtained beforehand. The person shall thereafter apply for a permit on the first regular business day ~~on which the office of the recorder is open for business~~, and said permit shall be retroactive to the date when the work was begun.

Sec. 16-202. - Applications.

Applications for such permits shall be made to the ~~recorder, or such person as he may designate to receive such applications,~~ **city** and shall state thereon the location of the intended **occupation, obstruction,** excavation, or tunnel, the person, firm, corporation, association, or others doing the actual **construction, activity,** excavating, or tunneling, the name of the person, firm, corporation, association, or others for whom the work is being done, plans ~~in as great as detail as is required by the City recorder or his designee~~ showing the exact location, type and scope of all work to be performed, and shall contain an agreement that the applicant will comply with all ordinances and laws relating to the work to be done. Such application shall be rejected or approved ~~by the recorder~~ within **ten five (5) working** days of its filing.

Sec. 16-203. - Fee.

The fee for a permit **to occupy or obstruct any public or private street, alley, sidewalk, or other right-of-way for the purpose of placing thereon construction equipment, scaffolding, non-licensed vehicles, building and/or landscaping materials, rubbish, debris, or to make any excavation in any street, alley, sidewalk or public place, or to tunnel under any street, alley, or public place**, shall be as specified in **Appendix A, Comprehensive Fees and Penalties**, and shall cover the administrative costs of on-site inspections performed by the **City**. If in the opinion of the ~~engineering~~ **Street Department Director or Designee**, after appropriate inspection, any work inspected under the terms of this section fails to comply with the law, and notice is given to the permittee or his agent, and any re-inspection of the same work is required, then a fee as specified in **Appendix A, Comprehensive Fees and Penalties**, per re-inspection may be assessed against and collected from the permittee or his agent. No portion of the permitted work shall continue without first paying the re-inspection fee.

Sec. 16-204. - Surety.

No permit shall be issued to any person for the **occupation, obstruction, or excavation** in or across any street, road, alley, **sidewalk**, public way, or **City** right-of-way until such applicant posts a surety in an amount as estimated by the ~~Street superintendent~~ **Department Director or his designee** to be sufficient to ensure faithful performance of all work, payment of all fees, and restoration of all property to **current standards, or as specified by the Street Department Director, or designee** ~~its original~~. An applicant may satisfy the surety requirement in any of the following ways:

- (1) By ~~paying~~ **depositing** cash;
- (2) By posting a cashier's or certified check;
- (3) By providing an acceptable letter of credit;
- (4) By posting a surety bond.

In the event the applicant completes all work in an acceptable fashion and returns the work site to **current standards, or as specified by the Street Department Director, or designee** will refund the ~~money~~ **cash or check** and/or release the applicant from all obligations under a letter of credit or bond. In the event the applicant fails to comply with any of the terms of the agreement, the **city** may use the cash or check,

or call on the terms of the letter of credit or bond, to complete all work specifications and return the site to **current standards, or as specified by the Street Department Director, or designee.** ~~its original condition.~~ Upon completion of this work by the **City**, any remaining balance shall be returned to the applicant.

Sec. 16-205. - Manner of excavating—Barricades and Lights—Temporary sidewalks.

Any person, firm, corporation, association, or others **occupying or obstructing any public or private street, alley or sidewalk, or public right of way for the purpose of placing thereon construction equipment, scaffolding, non-licensed vehicle, material or rubbish for or from building and/or landscaping operations,** or making any excavation or tunnel shall do so according to the terms and conditions of the application and permit authorizing the work to be done. Sufficient and proper barricades, lights, **signage**, and/or flagman, shall be maintained to protect persons and property from injury by or because of the **occupation, obstruction, activity,** or excavation being made. If any sidewalk is blocked by any such work, a temporary walkway shall be provided which shall be safe for travel and convenient for users. No work shall be performed in or about a manhole or other confined space without sufficient personnel to insure the safety of the general public, while maintaining adequate vehicular and pedestrian traffic flow, and providing safety warnings in accordance with federal, state, and local requirements.

Sec. 16-206. - Restoration of streets, etc.

Any person, firm, corporation, association, or others **occupying or obstructing any public or private street, alley or sidewalk, or public right of way for the purpose of placing thereon construction equipment, scaffolding, non-licensed vehicle, material or rubbish for or from building and/or landscaping operations,** or making any excavation or tunnel in or under any street, alley, **sidewalk**, public place, or **city** right-of-way in the **city** shall restore said street, alley, **sidewalk**, public place, or **City** right-of-way to **current standards, or as specified by the Street Department Director, or designee,** promptly upon the completion of the work for which the **occupation, obstruction, or** excavation or tunnel was made. In case of unreasonable delay in restoring the street, alley, **sidewalk**, public way, or **city** right-of-way, the ~~recorder~~ **city** shall give notice to the person, firm, corporation, association, or others that unless the **occupation or obstruction is removed,** or excavation or tunnel is refilled properly within a specified reasonable period of time, the **city** will do the work and charge the expense of doing the same to such person, firm, corporation, association, or others. If within the specified time the conditions of the above notice have not been complied with, the work shall be done by the **city**, an accurate account of the expense involved shall be kept, and the total cost shall be charged to the person, firm, corporation, association, or others who made the excavation or tunnel.

Sec. 16-207. - Insurance.

In addition to making the deposit or **submitting a** bond hereinbefore required to insure that proper restoration is made, each person applying for a **Street Right of Way Occupancy Permit** shall file a certificate of insurance indicating that he is insured against claims for damages for personal injury as well as against claims for property damage which may arise from or out of the performance of the work, whether such performance be by himself, his subcontractor, or anyone directly or indirectly employed by him. The amount of the insurance shall be prescribed by the ~~recorder~~ **city** in accordance with the nature of the risk involved; provided, however, that the minimum liability insurance shall be as specified in **Appendix A, Comprehensive Fees and Penalties.**

Sec. 16-208. - Time limits.

Each application for a **Street Right of Way Occupancy Permit** shall state the length of time it is estimated will elapse from the commencement of the work until the restoration of the surface of the ground, **sidewalk** or pavement, ~~or until the refill is made ready for the pavement to be put on by the City if the City restores such surface pavement.~~ It shall be unlawful to fail to comply with this time limitation unless permission for an extension of time is granted by the ~~recorder~~ **City**.

Sec. 16-209. - Supervision.

All excavations and other construction must be inspected by either the ~~superintendent of the Street Department~~ **Director or their designee.** ~~or the Building and building and Neighborhood Services Department~~ **Director or their designee.** Notice must be given ~~to one of these officials~~ at least ten **(10)** hours before any work commences except in case of emergency. No surety will be released until final restoration has been completed and inspected by one of these ~~officials or their~~ designated agents.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator/ Recorder

By: _____
DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING: _____

PASSED SECOND READING: _____

ORDINANCE 2017-45

TO BE ENTITLED: “AN ORDINANCE TO AMEND THE CITY OF FRANKLIN MUNICIPAL CODE, APPENDIX A - COMPREHENSIVE FEES AND PENALTIES, CHAPTER 16 – STREETS & SIDEWALKS, ETC., FOR THE PURPOSE OF ADDING RIGHT OF WAY OCCUPANCY PERMIT FEES.”

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

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

WHEREAS, the Board of Mayor and Aldermen has decided to create a separate title in the Franklin Municipal Code for the sole purpose of listing all the fees and penalties charged and assessed by the city, entitled Comprehensive Fees and Penalties.

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

SECTION I: That Appendix A, Chapter 16 – Streets & Sidewalks, etc. of the Franklin Municipal Code be amended by inserting and codifying the following fees to read as follows. Additional text is highlighted in **bold**:

CHAPTER 16. - STREETS AND SIDEWALKS, ETC.

* * *

<i>Excavation and Cuts within Public Right-of-Way</i>	
Permit fee to excavate in, or across or under streets, roads, alleys, sidewalks, or the public right-of-way.	\$200.00
Certificate of insurance	Liability insurance of \$1,000,000.00 per each occurrence insuring the owner or operator against liability claims, a general aggregate of \$2,000,000.00 per occurrence, \$1,000,000.00 single-limit coverage for bodily injury and property damage, proof of applicable auto liability insurance and TN worker's compensation insurance.
Surety/ Bond	Minimum \$20,000.00 or as determined by Street Department Director or designee.

<i>Right of Way Occupancy or Obstruction</i>	
Permit fee to occupy or obstruct public streets, alleys, sidewalks, or the public right-of-way	\$100.00 for up to 30 days, Renewable at \$100.00 per month or portion thereof.
Certificate of insurance	Liability insurance of \$1,000,000.00 per each occurrence insuring the owner or operator against liability claims, a general aggregate of \$2,000,000.00 per occurrence, \$1,000,000.00 single-limit coverage for bodily injury and property damage, proof of applicable auto liability insurance and TN worker's compensation insurance.
Surety/ Bond	Minimum \$1000.00 or as determined by Street Department Director or his designee.
Re-Inspection Fee	\$100.00
<i>House Moving</i>	
Permit fee	\$50.00
Certificate of insurance	Liability insurance for property damages not less than \$50,000.00

* * *

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

By: _____
DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING _____

PASSED SECOND READING _____