



Meeting Agenda

Work Session

Tuesday, August 11, 2020

5:00 PM

Board Room

The Board of Mayor and Aldermen Work Session Meeting will limit physical access in the meeting room due to current limitations on public gatherings. Accommodations have been made to ensure that the public is able to participate in the meeting. The public may participate in the following ways: • Watch the meeting on FranklinTV or the City of Franklin website. • Watch the live stream through the City of Franklin Facebook and YouTube accounts. • Call in to the conference meeting 1-312-626-6799, Meeting ID: 938 9094 9932, Password: 548461. Callers will be unmuted and given an opportunity to comment during the meeting at specific times. • Limited viewing will be available in the lobby of City Hall to watch the live video. • The public may email comments and questions prior to 4:30 p.m. on the day of the meeting to recorder@franklintn.gov to be read aloud. • City YouTube: <https://www.youtube.com/user/CityOfFranklin> • City Facebook Live: <https://www.facebook.com/CityOfFranklin> • City website: <https://www.franklintn.gov/franklin-tv>

CALL TO ORDER

MEETING PROCEDURE CHANGES

1. Consideration Of Resolution 2020-140, A Resolution Declaring That The Board Of Mayor And Aldermen Members Shall Meet On August 11, 2020 For Work Session And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

Sponsors: Shauna Billingsley

CITIZEN COMMENTS

WORK SESSION DISCUSSION ITEMS

2. Consideration Of Ordinance 2020-10, An Ordinance To Rezone 21.24 Acres From Regional Commercial (RC-6) And General Office (GO) Districts To Planned (PD 11.35/12,320) District For The Property Located South Of Oak Meadow Drive And East Of South Royal Oaks Boulevard (Vintage At Watson Glen PUD Subdivision).
FMPC 5/28/20, 8-0-1
WS 6/9/20
BOMA 6/9/20, 7-0
FMPC 7/23/20, 7-1

Sponsors: Emily Hunter, Amy Diaz-Barriga

3. Consideration Of Resolution 2020-47, A Resolution Approving A Development Plan For Vintage At Watson Glen PUD Subdivision, For The Property Located South Of Oak Meadow Drive and East Of South Royal Oaks Boulevard.

FMPC 5/28/20, 8-0-1

WS 6/9/20

FMPC 7/23/20, 7-1

Sponsors: Emily Hunter, Amy Diaz-Barriga

4. *Consideration Of Resolution 2020-115, A Resolution Requesting A Referendum For The Annexation Of Several Properties, Located South Of Long Lane, East Of Interstate 65, And Outside Of The Southeastern Part Of The Franklin Urban Growth Boundary (UGB), By The City Of Franklin, Tennessee.
FMPC 7/23/20, 8-0

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

5. Consideration Of Resolution 2020-116, A Resolution Adopting A Plan Of Services For The Annexation Of Several Properties, Located South Of Long Lane, East Of Interstate 65, Outside Of The Southeastern Part Of The Franklin Urban Growth Boundary (UGB), By The City Of Franklin, Tennessee.
FMPC 7/23/20, 8-0

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

6. *Consideration Of Ordinance 2020-20, An Ordinance To Zone 340 Acres Estate Residential (ER) District, For Several Properties Located South Of Long Lane And East Of Interstate 65.
FMPC 7/23/20, 8-0

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

7. Consideration Of Revised Expansion Plans And Lease Expectations For Cheekwood Golf Club Of The City-Owned Property Located On The Southwest Corner Of The Mack Hatcher Parkway/Spencer Creek Drive Intersection.

Sponsors: Vernon Gerth

8. Consideration Of Resolution 2020-132, A Resolution To Accept and Recommend Approval of Amendment 4 to the 2016 Comprehensive Transportation Network Plan (Major Thoroughfare Plan) To The Franklin Municipal Planning Commission.

Sponsors: Paul Holzen, Jimmy Wiseman

9. *Consideration Of COF Contract No. 2017-0132 A Revised Sanitary Sewer Reimbursement Agreement Between The City Of Franklin And Clayton Properties Group, Inc., d/b/a Goodall Homes With Respect To The Shadow Green Subdivision PUD.

WS 08/22/17

BOMA 09/12/17, 8-0

Sponsors: Paul Holzen, Jimmy Wiseman, David Diaz

10. Consideration Of COF Contract No. 2020-0186 With Kronos For Telestaff.

Sponsors: Glenn Johnson

11. Consideration Of Interlocal COF Contract No. 2020-0197 Agreement Between The City Of Franklin And Williamson County Concerning The Disposal Of Batteries, Oil, Paint, Antifreeze, And Electronics.

Sponsors: Jack Tucker

OTHER BUSINESS

ADJOURN

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



File #: 20-0959

DATE: July 22, 2020
TO: Board of Mayor and Alderman
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Resolution 2020-140, A Resolution Declaring That The Board Of Mayor And Aldermen Members Shall Meet On August 11, 2020 For Work Session And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

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

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution 2020-149.

RESOLUTION 2020-140

A RESOLUTION DECLARING THAT THE BOARD OF MAYOR AND ALDERMEN SHALL MEET ON AUGUST 11, 2020, FOR WORK SESSION AND CONDUCT ITS ESSENTIAL BUSINESS BY ELECTRONIC MEANS RATHER THAN BEING REQUIRED TO GATHER A QUORUM OF THE MEMBERS PHYSICALLY PRESENT IN THE SAME LOCATION BECAUSE IT IS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF TENNESSEANS IN LIGHT OF THE COVID-19 OUTBREAK

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

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

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

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

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

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

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

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to conduct the August 11, 2020, work session by electronic means.

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

The work session scheduled for August 11, 2020, at 5 p.m. shall be conducted by electronic means rather than requiring a quorum of the members of the Board of Mayor and Aldermen to attend in person to protect the health, safety, and welfare of Tennesseans in light of the COVID-19 Outbreak. Physical access in the meeting room will be limited. The public can view and participate in the meetings by watching the meeting live or later as a recording on FranklinTV, the City of Franklin website, the City of Franklin's Facebook page, and the City of Franklin's YouTube account. Specific dial-in and website links can be found on the City's website at

<https://www.franklinton.gov/Home/Components/Calendar/Event/10199/1092>

IT IS SO RESOLVED AND DONE on this 11th day of August, 2020.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form By:
Shauna R. Billingsley, City Attorney



City of Franklin

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

File #: 20-0666

DATE: June 11, 2020
TO: Board of Mayor and Alderman
FROM: Emily Wright, Planning Director
Amy Diaz-Barriga, Planning Supervisor

SUBJECT:

Consideration Of Ordinance 2020-10, An Ordinance To Rezone 21.24 Acres From Regional Commercial (RC-6) And General Office (GO) Districts To Planned (PD 11.35/12,320) District For The Property Located South Of Oak Meadow Drive And East Of South Royal Oaks Boulevard (Vintage At Watson Glen PUD Subdivision).

FMPC 5/28/20, 8-0-1

WS 6/9/20

BOMA 6/9/20, 7-0

FMPC 7/23/20, 7-1

PURPOSE:

Project Information

COF Project Number: 7246

Applicant: Gamble Design Collaborative, Greg Gamble

Owner: Franklin Investment Holdings, LLC, Robert Goodall

BACKGROUND/STAFF COMMENTS:

Required public notice to property owners within 500 feet of the development was failed to be made prior to the May 28, 2020 Planning Commission meeting. This item was sent back to the July 23, 2020 Planning Commission, with proper public notice, and the July 14, 2020 BOMA public hearing was cancelled.

The applicant is requesting to rezone the property from Regional Commercial (RC-6) and General Office (GO) to Planned District (PD 11.35/12,320) to accommodate the proposed development plan for Vintage at Watson Glen. The development plan has been submitted concurrently.

Envision Franklin places this property in the Neighborhood Mixed Use Design Concept. The Planned Development district is an appropriate base zone for this Design Concept.

PROCEDURAL REQUIREMENTS:

1. The city's project identification number shall be included on all correspondence with any city department relative to this project.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2020-10.

ORDINANCE 2020-10

AN ORDINANCE TO REZONE 21.24 ACRES FROM REGIONAL COMMERCE-6 (RC-6) AND GENERAL OFFICE (GO) DISTRICTS TO PLANNED (PD 11.35/12,320) DISTRICT FOR THE PROPERTY LOCATED SOUTH OF OAK MEADOW DRIVE AND EAST OF SOUTH ROYAL OAKS BOULEVARD (VINTAGE AT WATSON GLEN PUD SUBDIVISION).

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

WHEREAS, the Planned (11.35/12,320) district provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, adopted Resolution 2020-47, 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 RC-6 and GO Districts to PD (11.35/12,320) District:

PREMISES CONSIDERED	
Map-Parcel	Acres
079-08800	20.54
079-10120	.70
Total	21.24

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

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

Eric S. Stuckey

City Administrator/Recorder

By: _____

Dr. Ken Moore

Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

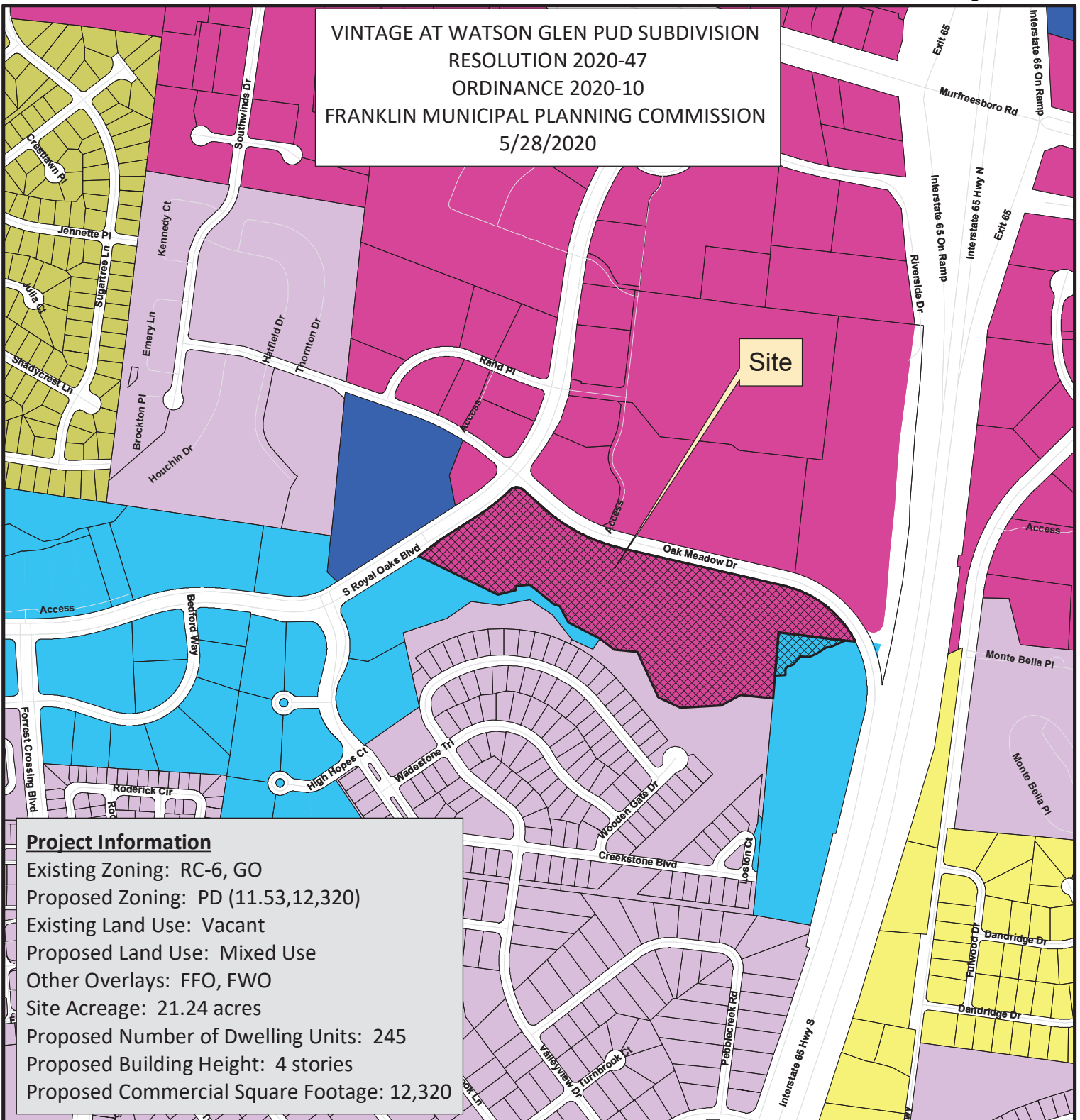
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

VINTAGE AT WATSON GLEN PUD SUBDIVISION
 RESOLUTION 2020-47
 ORDINANCE 2020-10
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 5/28/2020



Project Information

Existing Zoning: RC-6, GO
 Proposed Zoning: PD (11.53,12,320)
 Existing Land Use: Vacant
 Proposed Land Use: Mixed Use
 Other Overlays: FFO, FWO
 Site Acreage: 21.24 acres
 Proposed Number of Dwelling Units: 245
 Proposed Building Height: 4 stories
 Proposed Commercial Square Footage: 12,320

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



0 250 500 1,000
 Feet

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 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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SITE DATA CHART

PROJECT NAME: VINTAGE AT WATSON GLEN
PROJECT NUMBER: 7247
ADDRESS: OAK MEADOW DRIVE
PARCEL(S): MAP 079, PARCELS 88 & 101.20
ACREAGE / SF OF SITE: 21.24 AC / 925,109 SF

BASE ZONING: RC-6
PROPOSED ZONING: PD (11.35, 12,320)
ZONING OVERLAY: FFO, FWO

BUILDING TYPES APPLIED: COMMERCIAL / MIXED-USE, MULTIFAMILY,
FRONTAGE TYPES APPLIED: URBAN LANDSCAPE, URBAN

SETBACKS: FRONT: 8'
SIDE: 5'
REAR: 20'

DWELLING UNIT COUNT (BY TYPE): MULTIFAMILY: 241

COMMERCIAL SF (BY USE): OFFICE: 4,420 SF
RESTAURANT: 7,900 SF
12,320 SF

TOTAL: 12,320 SF

NON-RESIDENTIAL: 5,500 SF

BUILDING HEIGHT: 1-4 STORIES

MINIMUM REQUIRED LSA: 0.2
PROVIDED LSA: 0.65
OPEN SPACE REQUIRED: 5% (48,255 SF)
OPEN SPACE PROVIDED: 5.5% (50,803 SF)
NATURAL AREA REQUIRED: 0%
NATURAL AREA PROVIDED: 46% (427,680)
TREE CANOPY RETENTION ACREAGE: 6.39 AC (244% OF REQUIRED)

PARKING REQUIRED (BY USE):
MULTI-FAMILY:
1.5 / I/R: 128 UNITS = 189
2.5 / 2BR: 101 UNITS = 253
3.0 / 3+BR: 14 UNITS = 42
TOTAL MULTI-FAMILY: 464

RESTAURANT:
10 / 1,000 SF + 1 EMPLOYEE
52 / SEAT (DRIVE-THRU / QUICK SERVICE)
RESTAURANT 1: 5,400 SF = 60
RESTAURANT 2: 45 SEATS = 24
TOTAL RESTAURANT: 84

OFFICE:
4 / 1,000 SF
OFFICES: 4,420 SF = 18 (TO BE SHARED WITH RESIDENTIAL)

TOTAL PARKING REQUIRED: 586

PARKING PROVIDED (BY USE):
MULTI-FAMILY / OFFICE: 495
RESTAURANT: 91
586

TOTAL PARKING PROVIDED: 586

OFFICE: BOB GOODALL
393 MAPLE STREET
GALLATIN, TN 37066

APPLICANT: GAMBLE DESIGN COLLABORATIVE
ADDRESS: 324 LIBERTY PIKE
SUITE 145
(615) 975-5765
gdc@gamble.com
CONTACT: GREG GAMBLE

EXISTING TREE SURVEY NOTE

ALL EXISTING VEGETATION SHOWN WAS LOCATED VIA AERIAL PHOTOGRAPHY AND/OR FIELD OBSERVATION.

UTILITY NOTE

THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES, ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED. DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY. IN TENNESSEE IT IS A REQUIREMENT, PER "THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT", THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNERS, NO LESS THAN (3) THREE OR MORE THAN (10) TEN WORKING DAYS PRIOR TO THE DATE OF THEIR INTENT TO EXCAVATE AND ALSO TO AVOID ANY POSSIBLE HAZARD OR CONFLICT. TENNESSEE ONE CALL 811.

MINERAL RIGHTS INFORMATION

AT THE PRESENT TIME, PROPERTY TITLE REFERENCE DOES NOT REFLECT ANY MINERAL RIGHTS ON THE SUBJECT PROPERTY.

HYDROLOGIC SOIL GROUP

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
AmC3	Humphreys gravelly silty clay loam, 5 to 12 percent slopes, severely eroded	A	0.1	0.7%
ArB2	Armour silt loam, 2 to 6 percent slopes, eroded	B	3.6	17.2%
CaC2	Caprina silt loam, phosphatic, 5 to 12 percent slopes, eroded	D	2.2	10.4%
Eg	Egans silt loam, phosphatic	C	2.8	13.7%
Hu	Huntington silt loam, phosphatic	B	7.9	38.1%
SiC3	Silversville clay loam, 5 to 12 percent slopes, severely eroded	A	2.7	13.0%
SiO3	Silversville clay loam, 12 to 20 percent slopes, severely eroded	A	1.4	6.8%
Totals for Area of Interest			20.8	100.0%

EXISTING GRADING & DRAINAGE DATA CHART:

DRAINAGE:
SITE AREA: 21.24 AC
IMPERVIOUS AREA: 0.0 AC
DISTURBED AREA: N/A
Existing Rv VALUE: 0.17 (PROJECT AREA)
PEAK FLOW RUNOFF: 20 CFS

Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	14.00%	19.99%	
2	20.00%	100.00%	

LEGEND

- CM(O) CONCRETE MONUMENT (OLD)
R(O) IRON ROD (OLD)
R(N) IRON ROD (NEW)
(5/8" x 18" W/CAP STAMPED "RAGAN SMITH & ASSOCIATES")
CATCH BASIN/CURB INLET
RCIP REINFORCED CONCRETE PIPE
SANITARY SEWER MANHOLE
ELECTRIC BOX
TRANSFORMER PAD
INV INVERT
HEADWALL
FIRE HYDRANT
FIBER OPTIC BOX
- Ø UTILITY POLE
-X-X- FENCE
-UGE- UNDERGROUND ELECTRIC LINE
STORM STRUCTURE
FEMA FLOODWAY AREA
ZONE "AE"
LOT NUMBER
SIGN
WATER VALVE
LIGHT STANDARD
ELECTRIC STUBOUT
R.O.W.C.T. REGISTER'S OFFICE FOR
WILLAMSON COUNTY, TN

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY . THE WATER MAINS ARE LOCATED ALONG
241 UNITS x 350 GPD = 84,350 GPD

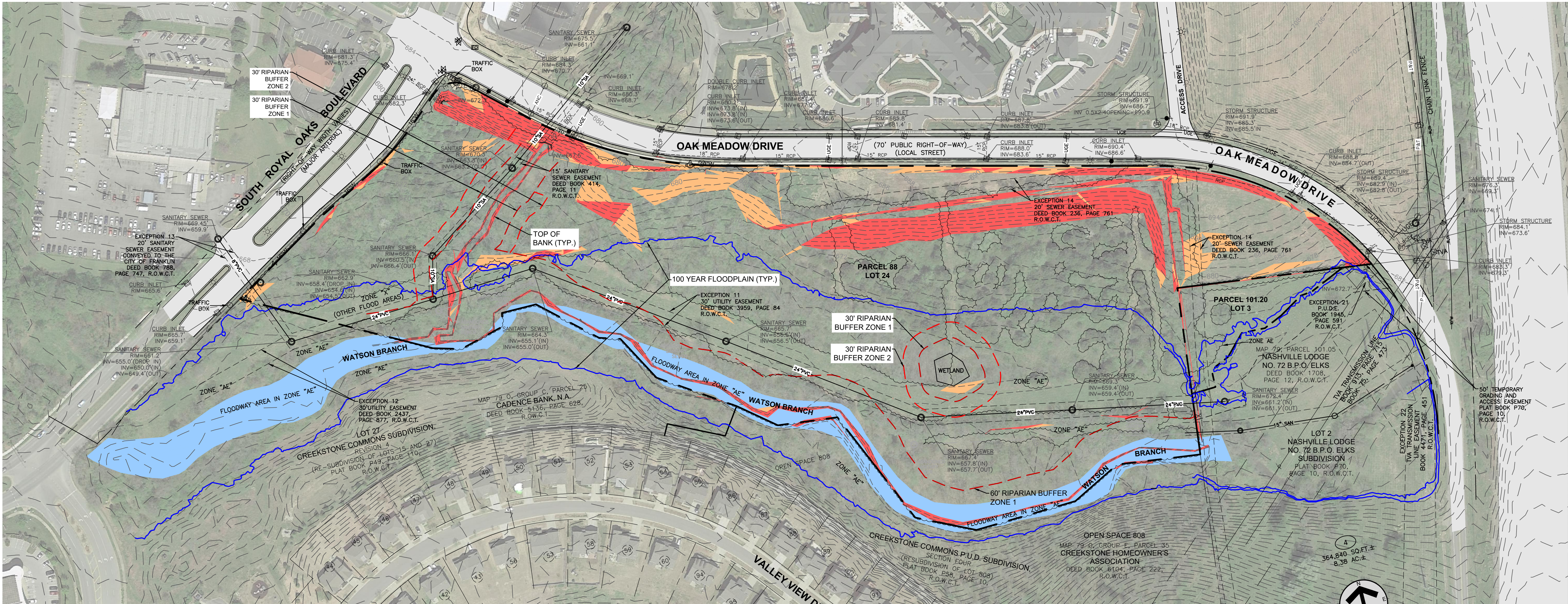
SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN.

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

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 3.7MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 1.4 MI (FRANKLIN FIRE DEPARTMENT)
NEAREST RECREATIONAL FACILITY: 1.5 MI (SOAR ADVENTURE TOWER)

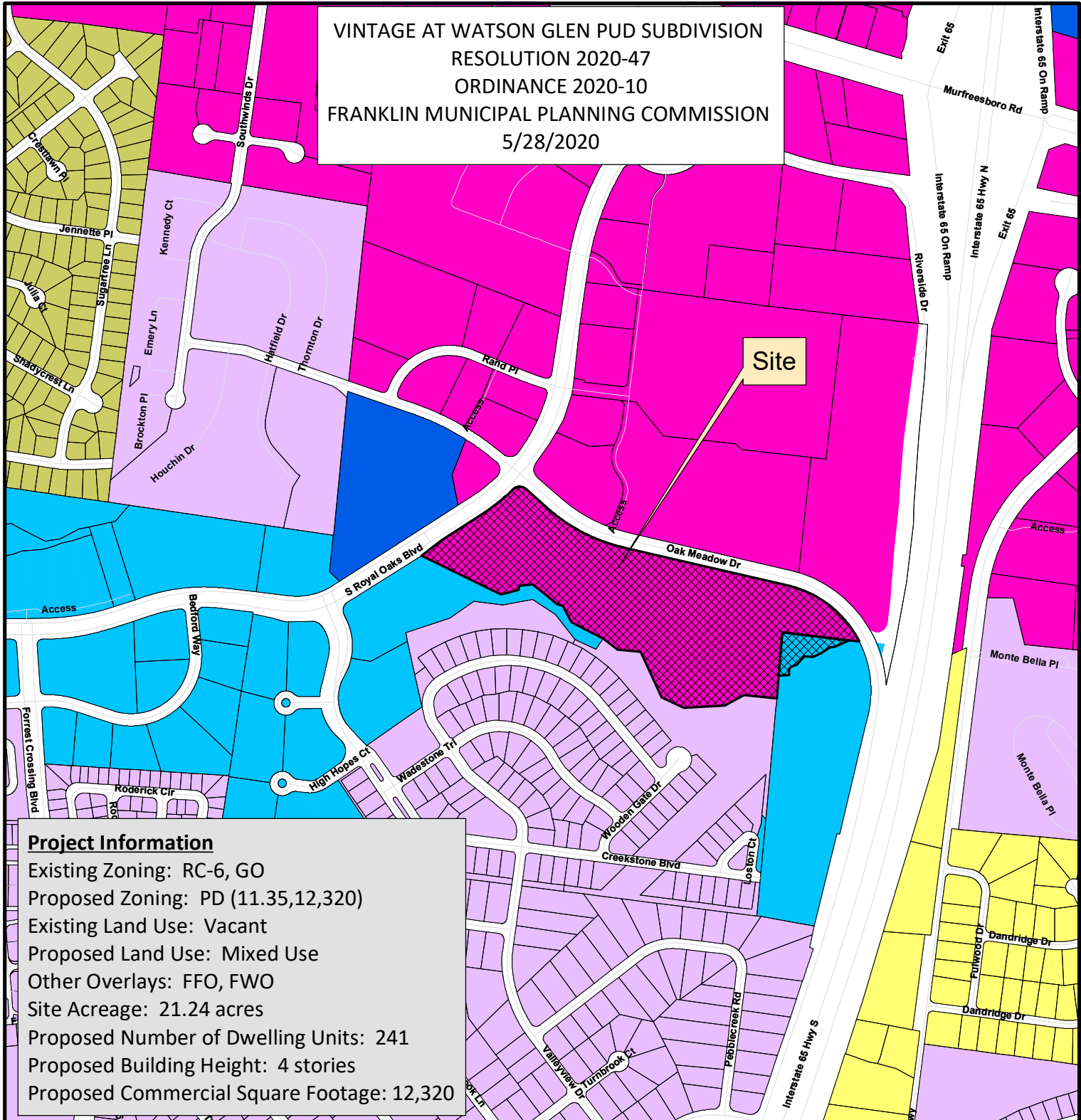
PROJECTED STUDENT POPULATION
241 x 0.64 = 155 STUDENTS

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY



NOTE:
BEARINGS SHOWN HEREON ARE BASED ON THE
TENNESSEE STATE PLANE COORDINATE SYSTEM,
ZONE 5301, FIPSZONE 4100; NAD 83 DATUM.

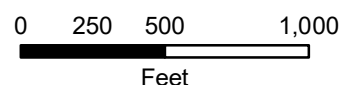
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- | | |
|--------------------------------|------------------------------------|
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| R6 Residential 6 District | RC12 Regional Commerce 12 District |
| MR Mixed Residential District | GO General Office District |
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TOTAL PARKING PROVIDED: 586

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APPLICANT: GAMBLE DESIGN COLLABORATIVE
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CONTACT: GREG GAMBLE

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HYDROLOGIC SOIL GROUP

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AmC3	Humphreys gravelly silty clay loam, 5 to 12 percent slopes, severely eroded	A	0.1	0.7%
ArB2	Armour silt loam, 2 to 6 percent slopes, eroded	B	3.6	17.2%
CaC2	Caprina silt loam, phosphatic, 5 to 12 percent slopes, eroded	D	2.2	10.4%
Eg	Egans silt loam, phosphatic	C	2.8	13.7%
Hu	Huntington silt loam, phosphatic	B	7.9	38.1%
SiC3	Silversville clay loam, 5 to 12 percent slopes, severely eroded	A	2.7	13.0%
SiO3	Silversville clay loam, 12 to 20 percent slopes, severely eroded	A	1.4	6.8%
Totals for Area of Interest			20.8	100.0%

EXISTING GRADING & DRAINAGE DATA CHART:

DRAINAGE:
SITE AREA: 21.24 AC
IMPERVIOUS AREA: 0.0 AC
DISTURBED AREA: N/A
Existing Rv VALUE: 0.17 (PROJECT AREA)
PEAK FLOW RUNOFF: 20 CFS

Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	14.00%	19.99%	
2	20.00%	100.00%	

LEGEND

- CM(O) CONCRETE MONUMENT (OLD)
R(O) IRON ROD (OLD)
R(N) IRON ROD (NEW)
(5/8" x 18" W/CAP STAMPED "RAGAN SMITH & ASSOCIATES")
CATCH BASIN/CURB INLET
RCP REINFORCED CONCRETE PIPE
SANITARY SEWER MANHOLE
ELECTRIC BOX
TRANSFORMER PAD
INVERT
HEADWALL
FIRE HYDRANT
FIBER OPTIC BOX
- Ø UTILITY POLE
-X-X- FENCE
-UGE- UNDERGROUND ELECTRIC LINE
STORM STRUCTURE
FEMA FLOODWAY AREA ZONE "AE"
LOT NUMBER
SIGN
WATER VALVE
LIGHT STANDARD
ELECTRIC STUBOUT
R.O.W.C.T. REGISTER'S OFFICE FOR WILLAMSON COUNTY, TN

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY . THE WATER MAINS ARE LOCATED ALONG
241 UNITS x 350 GPD = 84,350 GPD

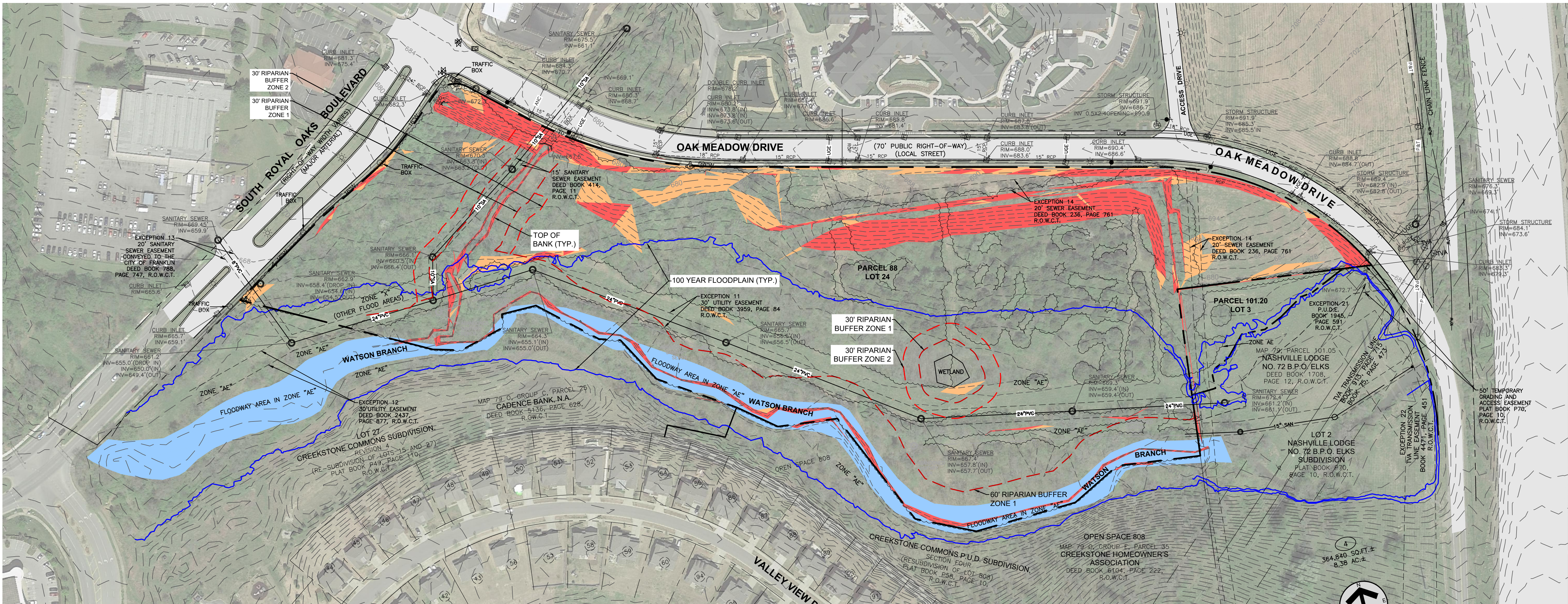
SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN.

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

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 3.7MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 1.4 MI (FRANKLIN FIRE DEPARTMENT)
NEAREST RECREATIONAL FACILITY: 1.5 MI (SOAR ADVENTURE TOWER)

PROJECTED STUDENT POPULATION
241 x 0.64 = 155 STUDENTS

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY



NOTE:
BEARINGS SHOWN HEREON ARE BASED ON THE
TENNESSEE STATE PLANE COORDINATE SYSTEM,
ZONE 5301, FIPSZONE 4100; NAD 83 DATUM.



GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

RAGAN SMITH
LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS
Nashville Murfreesboro
0615-975-5765 0615-975-5765
rsgamble@gdc-tn.com rsgamble.com

VINTAGE AT WATSON GLEN PUD SUBDIVISION
REZONING REQUEST
Franklin, Williamson County, Tennessee



Issue Date
MARCH 30, 2020
Revision Date
05.07.20 City Comments
△
△
△
△

OVERALL EXISTING
CONDITIONS PLAN

C1.0
COF # 7247

From: [Barry Cullen](#)
To: [Planning Intake](#)
Subject: Fw: BOMA/FMPC meeting July 23,2020..Ordinance 2020-10 and 2020
Date: Thursday, July 23, 2020 4:06:21 PM

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

Please confirm your receipt. Thanks R.Barry Cullen

R. Barry Cullen 425 Valley View dr. Franklin, Tn. 37064 615 614 3339 (H-O) 615 351 5269
(C) bcullenrealty@yahoo.com

----- Forwarded Message -----

From: Barry Cullen <bcullenrealty@yahoo.com>
To: Emily Hunter <emily.hunter@franklintn.gov>; Amy Diaz-Barriga <amy.diaz-barriga@franklintn.gov>; recorder@frankilintn.gov <recorder@frankilintn.gov>
Sent: Thursday, July 23, 2020, 3:56:33 PM CDT
Subject: BOMA/FMPC meeting July 23,2020..Ordinance 2020-10 and 2020

I apologize for the tardiness of this email. We have been traveling on family business. We know how important this meeting is to the city of Franklin as well as the communities being directly affected by these improvements.

Our concerns are consistent with with previous e mails sent to you.

- 1) The proposed plan calls for allowing an unlimited amount of "on street parking " on Oak Meadows. This is in violation of all current code restrictions.
- 2 A 100 + unit apartment development adjacent to the USPO on Oak Meadows, now under construction, will add over 225 vehicles per day to the already over loaded traffic patterns. This additional 225 vehicles were NOT considered in any recent traffic studies engaged to support the proposed re-development plan; which in our opinion stretches the typical traffic realities beyond capacity.
- 3) The plan to alter the existing lane configuration at the intersection of S. Royal Oaks north bound with Hwy 96, from a two lane to a three lane seems on the face of it foolish. The intersection of HWY 96 and I-65 is already rated F, the worse possible rating. Especially since No consideration, in recent studies, has been given to the impact the new apartments 100 + units adjacent to the USPO, We further understand that the OWNER of the subject site as well as the multi acre tract behind Home Depot has deferred all discussions pertaining to the problems at I-65 and Hwy 96.

Please consider a non approval vote for this request for re-zoning.

R. Barry Cullen

R. Barry Cullen 425 Valley View dr. Franklin, Tn. 37064 615 614 3339 (H-O) 615 351 5269
(C) bcullenrealty@yahoo.com



File #: 20-0665

DATE: June 11, 2020
TO: Board of Mayor and Alderman
FROM: Emily Wright, Planning Director
Amy Diaz-Barriga, Planning Supervisor

SUBJECT:

Consideration Of Resolution 2020-47, A Resolution Approving A Development Plan For Vintage At Watson Glen PUD Subdivision, For The Property Located South Of Oak Meadow Drive and East Of South Royal Oaks Boulevard.

FMPC 5/28/20, 8-0-1

WS 6/9/20

FMPC 7/23/20, 7-1

PURPOSE:

Project Information

COF Project Number: 7247

Applicant: Gamble Design Collaborative, Greg Gamble

Owner: Franklin Investment Holdings, LLC, Robert Goodall

BACKGROUND/STAFF COMMENTS:

Required public notice to property owners within 500 feet of the development was failed to be made prior to the May 28, 2020 Planning Commission meeting. This item was sent back to the July 23, 2020 Planning Commission, with proper public notice, and the July 14, 2020 BOMA public hearing was cancelled.

Envision Franklin places this property in the Neighborhood Mixed Use Design Concept. The Neighborhood Mixed Use design concept provides a diverse mix of high activity uses with a connected and walkable layout. These centers and corridors should have coordinated development patterns at a pedestrian scale, with high quality architecture, plazas, sidewalks, and pedestrian and bicycle amenities to activate the street and connect these gathering places to the residential neighborhoods they support.

The proposed development meets the goals of the Design Concept. It has an active commercial corner and first floor commercial in buildings one, two and three, with multi-family residential units above. The project creates a walkable character both along the sidewalk at Oak Meadow and internally from the multi family to the restaurant area. A large natural area will be developed with trails and offer a buffer between this development and the existing neighborhood.

PROJECT CONSIDERATIONS:

Existing and future transit routes were discussed on May 12 with planning staff, Franklin Transit Authority, and the developer. Based on section 10.3.1 of the Franklin Zoning Ordinance it was

determined that a transit stop would not be required with this development.

PROCEDURAL REQUIREMENTS:

1. The applicant shall upload the corrected plan to the online plan review website (<https://franklin.contractorsplanroom.com/secure/>). All revisions to the approved plans shall be "clouded." With the resubmittal, each condition of approval/open issue in the online plan review system shall contain a full response from the applicant as to the satisfaction or completion of that condition.
2. The city's project identification number shall be included on all correspondence with any city department relative to this project.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-47, with conditions.

RESOLUTION 2020-47

**A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR VINTAGE AT WATSON GLEN
PUD SUBDIVISION, FOR THE PROPERTY LOCATED SOUTH OF OAK MEADOW DRIVE
AND EAST OF SOUTH ROYAL OAKS BOULEVARD.**

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 2020-10; 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
079-08800	20.54
079-10120	0.70
Total	21.24

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

SECTION III. That the overall entitlements for the Vintage at Watson Glen are as follows:

Entitlements	Vintage at Watson Glen
Base Zone District	PD (11.35/12,320)
Other Zoning Overlays	FWO, FFO
Number of Dwelling Units	241
Number of Nonresidential Square Footage	12,320
Open Space Requirements	46,255 Square Feet
Number of Phases in Development	2

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 2020-10, on third and final reading, the health, safety, and welfare of the citizens requiring it.

BE IT SO RESOLVED AND DONE this the _____ day of _____, 2020.

Attest:

City of Franklin, Tennessee:

Eric S. Stuckey
City Administrator

Dr. Ken Moore
Mayor

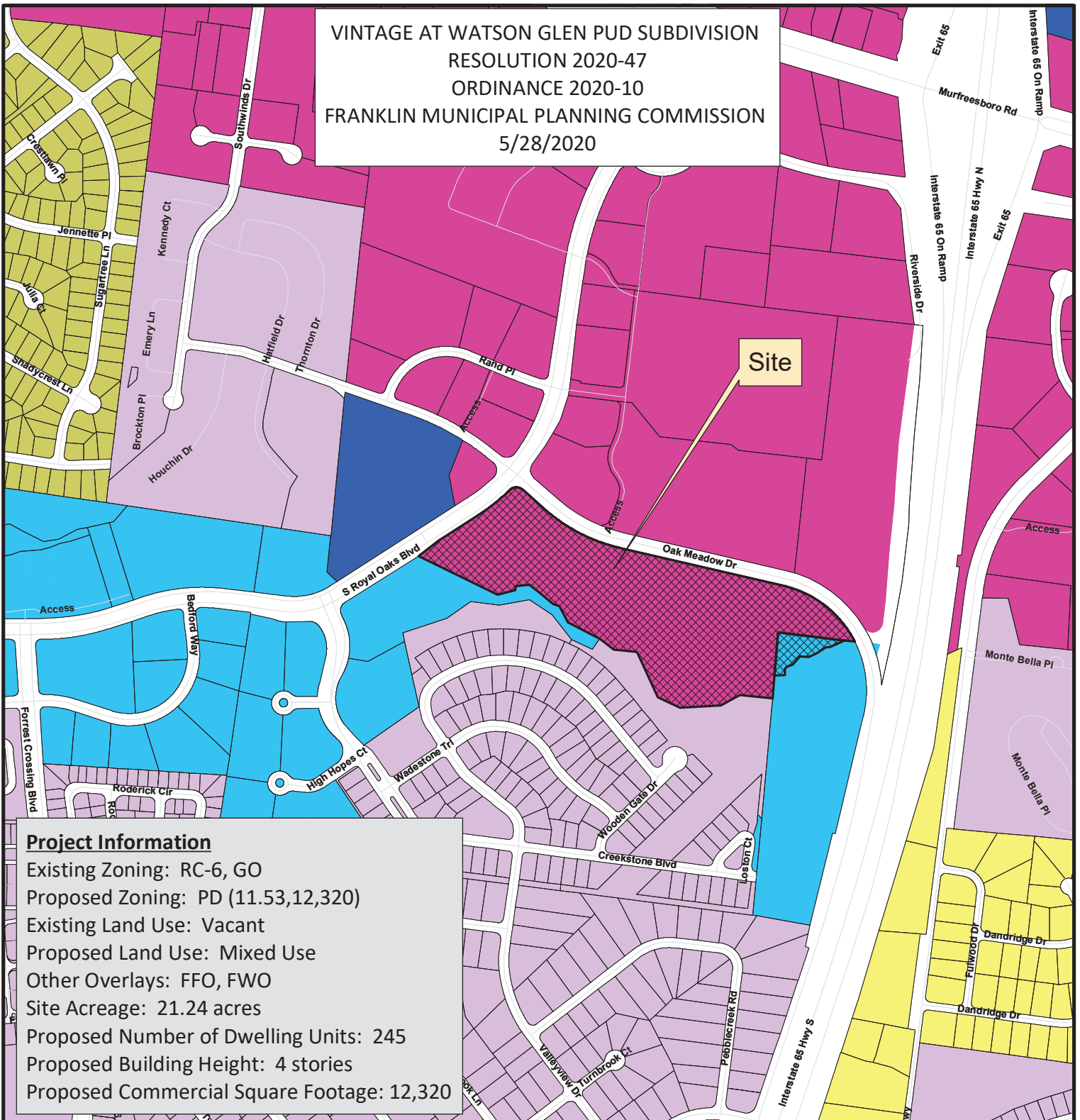
Approved as to form by:

Sauna R. Billingsley
City Attorney

PREAPPLICATION CONFERENCE:
BOMA/FMPC JOINT CONCEPTUAL WORKSHOP:
NEIGHBORHOOD MEETING:
PLANNING COMMISSION RECOMMENDED APPROVAL:
PUBLIC HEARING AND BOMA APPROVAL:

April 6, 2020
April 23, 2020
May 6, 2020

VINTAGE AT WATSON GLEN PUD SUBDIVISION
 RESOLUTION 2020-47
 ORDINANCE 2020-10
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 5/28/2020



Project Information

Existing Zoning: RC-6, GO
 Proposed Zoning: PD (11.53,12,320)
 Existing Land Use: Vacant
 Proposed Land Use: Mixed Use
 Other Overlays: FFO, FWO
 Site Acreage: 21.24 acres
 Proposed Number of Dwelling Units: 245
 Proposed Building Height: 4 stories
 Proposed Commercial Square Footage: 12,320

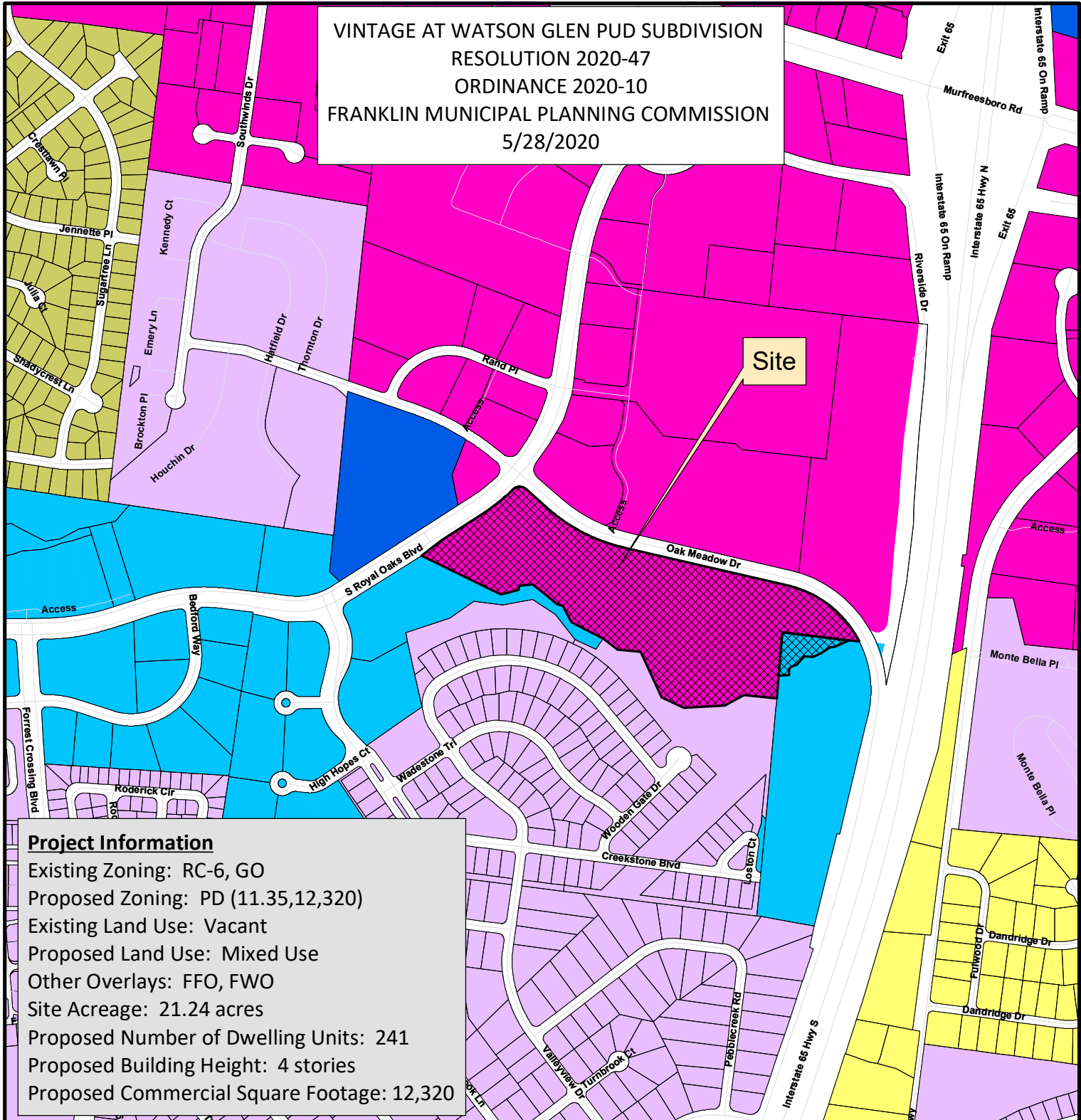
	Vintage Watson Glen		CI Civic Institutional District
	AG Agricultural District		NC Neighborhood Commercial
	ER Estate Residential District		CC Central Commercial District
	R1 Residential 1 District		DD Downtown District
	R2 Residential 2 District		1ST Avenue District
	R3 Residential 3 District		5TH Avenue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



0 250 500 1,000
 Feet

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 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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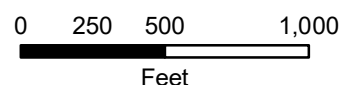
VINTAGE AT WATSON GLEN PUD SUBDIVISION
 RESOLUTION 2020-47
 ORDINANCE 2020-10
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 5/28/2020



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



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CONDITIONS OF APPROVAL:

Open Issues: 22 These issues are currently being filtered

Addressing

General Issues

100. Addressing

lori.jarosz@franklintn.gov The restaurant that is closer to Oak Meadow Drive is 240 South Royal Oaks Blvd and the other restaurants is 250 South Royal Oaks Blvd. These addresses can be added at site plan.
[Edited By Lori Jarosz]

Engineering - Development Plan Checklist

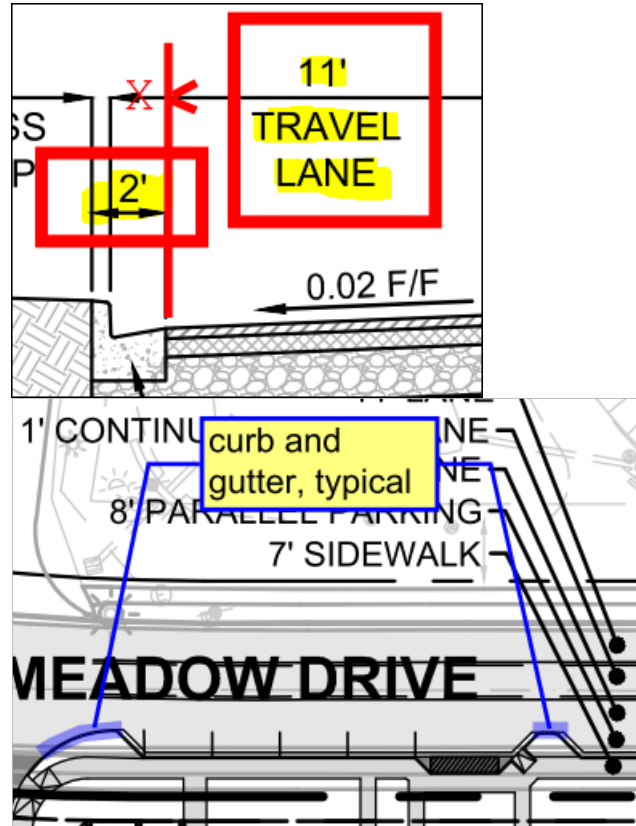
General Issues

45. ROW Dedication

joe.marlo@franklintn.gov Comment partially addressed.

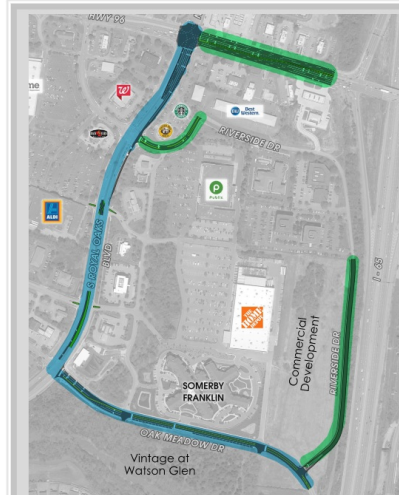
Applicant shall revise the Oak Meadow Drive Typical Section on C4.0 such that the 11'-0" travel lane width is shown exclusive of the gutter width.

Applicant shall show COF standard gutter at all curb within ROW, including at bump-outs for on-street parking on Oak Meadow Drive. No travel or turn lanes on Oak Meadow Drive shall be less than 11'-0" wide, exclusive of gutter width.

**68. F. Development Plan**

jimmy.wiseman@franklintn.gov

Per the presentation to the Board of Mayor and Aldermen this development plan shall be responsible for the improvements on Oak Meadow Drive and Royal Oak Boulevard as identified in the Traffic Impact Analysis.



Developer Improvements

VINTAGE IMPROVEMENTS:

- SIGNAL TIMING ON 96
- INTERSECTION OF 96 AND ROYAL OAKS
- ROYAL OAKS TURN LANES
- ROYAL OAKS INTERSECTIONS
- OAK MEADOW DRIVE

COMMERCIAL DEVELOPMENT IMPROVEMENTS

- HIGHWAY 96 SAFETY CONSIDERATION
- RIVERSIDE DRIVE AT STARBUCKS
- RIVERSIDE DRIVE CONNECTION TO OAK MEADOW

74. H. Stormwater Management Plan

lance.fittro@franklintn.gov

This is an advisory comment to be addressed at Site Plan:

An extensive network of permeable pavement is indicated throughout the site running parallel to utility mains located under the street and parking lot drive aisles. While specific locations of service lines and utility crossings are not required to be shown on the Development Plan, it should be understood that with any Site Plan including these features, no utility mains, service lines, or utility crossings of any kind will be permitted underneath permeable pavement areas. Where crossings are necessary, it is expected that these will be accommodated within pavement breaks for landscape islands, under sidewalk crossings, etc. Depiction of any utilities crossing under or through green infrastructure practices on the Development Plan shall not be construed as permission to construct such crossings with future Site Plans.

79. Off Site Improvements

jimmy.wiseman@franklintn.gov

The offset agreement has been submitted for review. The applicant shall remove Sheet C6.1 to avoid conflicts and confusion. The improvements shall be discussed further with FMPC and the BOMA.

Engineering Review

[2020-04-13 Vintage at Watson Glen PUD Development Plan - Initial Submittal UPDATED ARCHITECTURE.pdf](#)

92. General Information

jimmy.wiseman@franklintn.gov

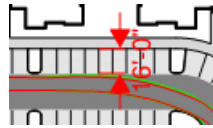
The applicant shall update the TIS to reflect the drive-thru restaurant prior One Stop.

Fire Protection Review

General Issues

80. AutoTurn

curt.edelmann@franklintn.gov Where a parking stall is 16-feet deep, the auto-turn must show all portions of the truck clear the parking spaces by a minimum of 2-feet. Where it is not possible to maintain a 2-foot clearance, the spaces must be designated as COMPACT CAR PARKING ONLY spaces.



MTEMC

2020-05-07 Vintgae at Watson Glen Development Plan Resubmittal.pdf

95. MTEMC Requirements

ehale@mtmc.com Developer should contact MTEMC for electric layout, installation requirements and easement information. There will be offsite work required for service to this site.

Parks

General Issues

3. Parkland Impact Fee

kevinl@franklintn.gov Applicant shall add Parkland information to the plan set. Preferably on sheet C2.0.

ADD:

Parkland Note:

245 units x \$4,304=\$1,054,480 due at Final Plat.

Parkland Impact fees are being requested through Parkland Impact Agreement.

Please contact Kevin Lindsey at Parks for more information.

[Edited By Kevin Lindsey]

Planning

General Issues

58. Open Space

dianna.tomlin@franklintn.gov Label the required 5% open space as one of the types required by the zoning ordinance.

- 11.3 Natural Area
- 11.4 Greenway
- 11.5 Neighborhood Amenities
- 11.6 Pocket Park
- 11.7 Courtyard
- 11.8 Square or Green
- 11.9 Outdoor Dining Area
- 11.10 Plaza

94. Resubmittal Warning

dianna.tomlin@franklintn.gov Please see comments from Water Quality. We need a wetland delineation

96. Parking counts

amy.diaz-barriga@franklin.tn.gov

Correctly list parking counts, on sheet C2. Individual requirements are inconsistent with the parking provided by use summary at the bottom.

PARKING REQUIRED (BY USE):			
MULTI-FAMILY:			
1.5 / 1BR:	126 UNITS =	189	
2.5 / 2BR:	101 UNITS =	253	
3.0 / 3+BR:	14 UNITS =	42	
TOTAL MULTI-FAMILY			484
RESTAURANT:			
10 / 1,000 SF + 1/EMPLOYEE			
.52 / SEAT (DRIVE-THRU / QUICK SERVICE)			
RESTAURANT 1:	5,400 SF =	60	
RESTAURANT 2:	45 SEATS =	24	
TOTAL RESTAURANT:			84
OFFICE:			
4 / 1,000 SF			
OFFICES:	4,420 SF =	18	
TOTAL PARKING REQUIRED:			586
PARKING PROVIDED (BY USE):			
MULTI-FAMILY / OFFICE:			495
RESTAURANT:			93
TOTAL PARKING PROVIDED:			588

98. Heights

amy.diaz-barriga@franklin.tn.gov

clarify in the site data chart that the height at the street is 1-3 stories, but the height of the buildings are 4 stories on the back side

99. Entitlements

amy.diaz-barriga@franklin.tn.gov

Remove the reference to non-residential SF on sheet C2.0 Site Data Chart. see below. It is confusing as it is not included in the overall entitlements.

DWELLING UNIT COUNT (BY TYPE):		
MULTIFAMILY:		241
COMMERCIAL SF (BY USE):		
OFFICE:	4,420 SF	
RESTAURANT:	7,900 SF	
TOTAL:	12,320 SF	
NON-RESIDENTIAL:	5,500 SF	
BUILDING HEIGHT:		
	1-3 STORIES	

101. Advisory

dianna.tomlin@franklin.tn.gov

Advisory, Only to be Addressed at Site Plan:

Architecture currently shown does not meet some of the requirements of the Zoning Ordinance, but as concepts are acceptable at the Development Plan stage. At site plan review, architecture will need to comply with all standards in the Zoning Ordinance. Specifically, the restaurant at the corner does not have a prominent entrance facing the street. All buildings are required to have an entrance at the street they face The apartment buildings will need more façade variety between buildings.

[Edited By Dianna Tomlin]

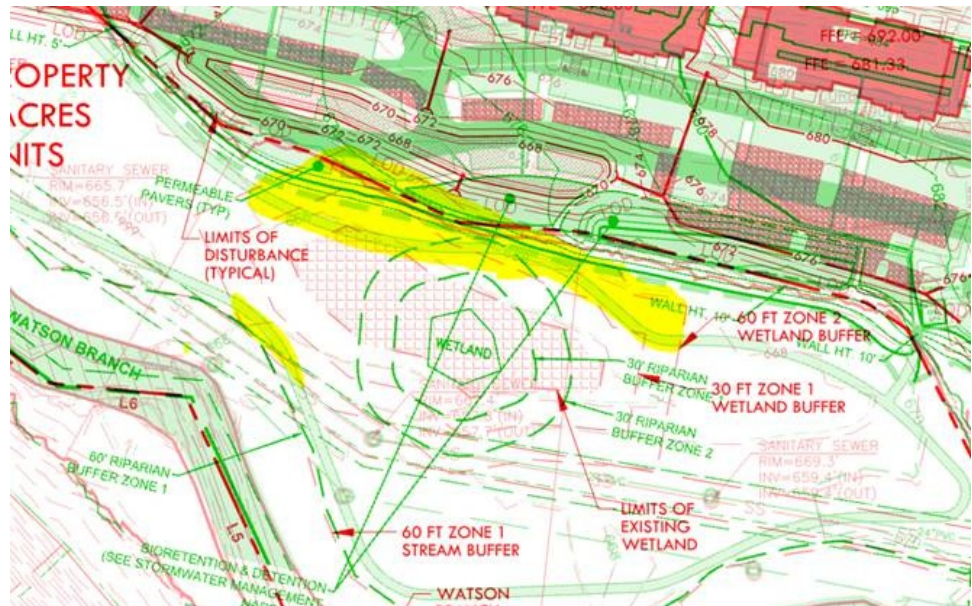
Stormwater

General Issues

1. Wetland

Doug.Noonan@franklintn.gov Comment not addressed, "Size and shape of wetland differs greatly from previous development plan. **Please provide a wetland delineation.** The current wetland shown at ~2,867sq. ft., while the wetland shown on the previous development plan is ~18,318 sq. ft."

While the report provided identifies an observed wetland, it acknowledges that the delineation was not included in the scope of work. Based on the best available information (NWI, previous site plan, and field observations of wetland flagging) the wetland shown on the previous development plan (COF #6086) appears to be accurate. The proposed trail and grading (highlighted in yellow) impacts the previously identified wetland and associated buffer.



The applicant shall show the wetland as it was delineated for the previous development plan (COF #6086), and revise plans accordingly to avoid encroachment.
[Edited By Doug Noonan]

61. Riparian Buffer

jeff.willoughby@franklintn.gov **If any encroachment of any kind is shown in the riparian buffers** then a formal variance request shall be submitted and approved before final plan approval will be granted.

Additionally, if buffer averaging is being shown then a buffer management plan shall be submitted and approved before final plan approval will be granted as well.

62. Riparian Buffer

jeff.willoughby@franklintn.gov

This is still shown incorrectly as zones are labeled as "A" and "B"

Identify all water resources onsite. Label by their corresponding name as shown on the most current USGS maps. Include top of bank and riparian buffer zones on all site plan sheets. Riparian buffers shall be applied from top of bank. Top of bank is defined as the break in slope of the corresponding grade or if available, the ordinary high water mark.

- For drainage areas over 1 square mile there shall be a 60' riparian buffer zone 1.
- For drainage areas under 1 square mile shall be a 30' riparian zone 1 and 30' riparian zone 2.
- **Zones shall be labeled in the following format: "Width: Riparian Buffer Zone Designation" for example "60' Riparian Buffer Zone 1"**
- Where the average Slope of the land within the Streamside Buffer is between fifteen percent (15%) and twenty-five percent (25%), an additional twenty (20) feet shall be added to the zone 1 minimum buffer width.
- Where the average Slope of the land within the riparian buffer is greater than twenty-five percent (25%), an additional fifty (50) feet shall be added to the zone 1 minimum buffer width.

Water/Sewer

General Issues

14. Trails

ben.mcneil@franklintn.gov

*****This comment does not hinder site plan approval, but is to remain open as a reminder to staff.*****

The applicant shall be aware that Franklin will not be responsible for any trails or any maintenance that have been installed over the existing sanitary sewer easement. A note must be added to the plat with this information.

Zoning

General Issues

85. FFO

shanna.mccoy@franklintn.gov

Comment to remain open as a project reminder.

Advisory comment

The applicant shall obtain a floodplain development permit prior to any disturbance of the FFO.

86. FFO/FEMA

shanna.mccoy@franklintn.gov

Comment to remain open as project reminder.

Advisory comment

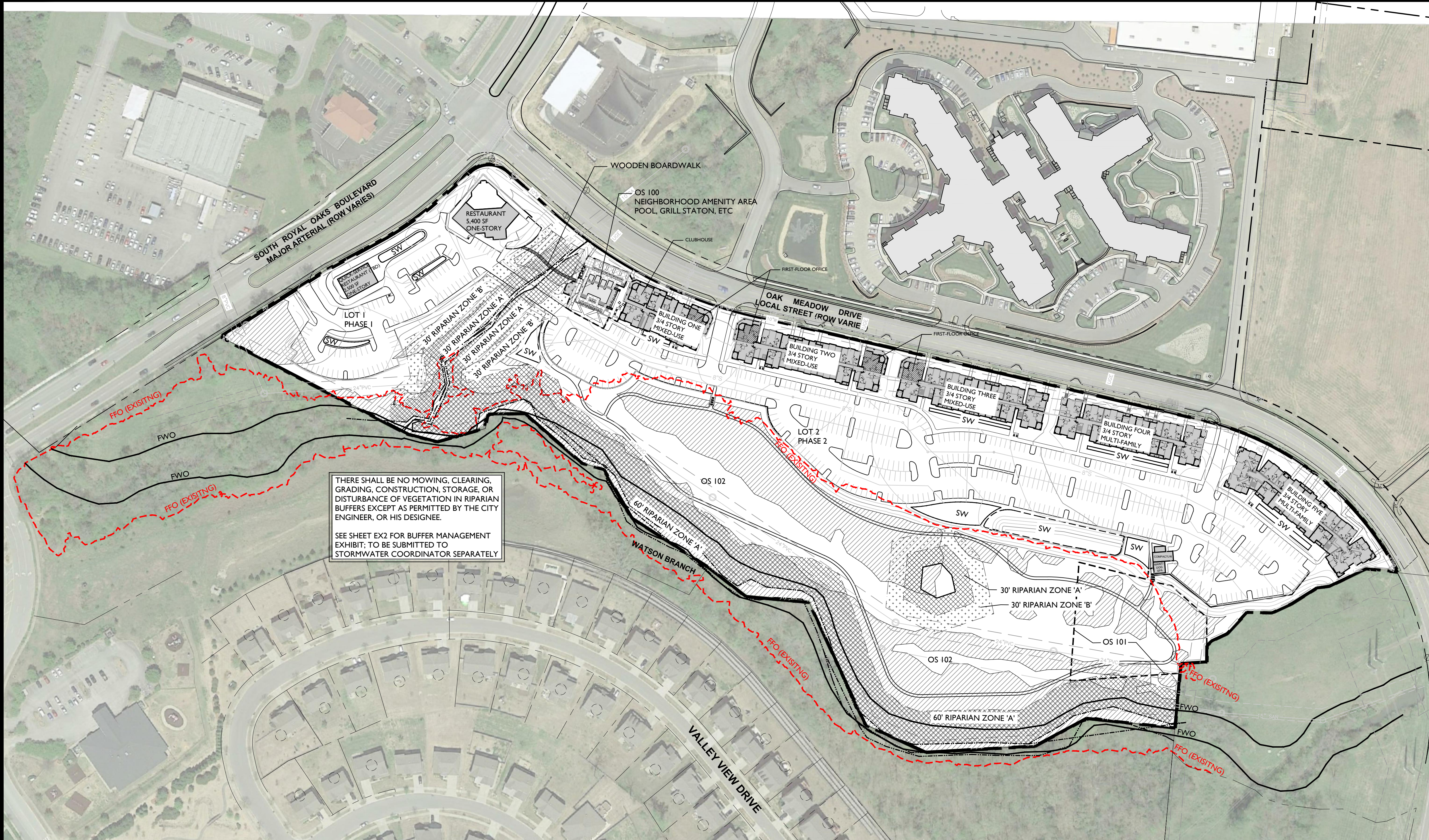
The applicant shall obtain a letter of map amendment from FEMA for any flood plain alteration.

87. FFO

shanna.mccoy@franklin.tn.gov Comment to remain open as project reminder.

Advisory comment

Once the LOMR is approved by FEMA it must be approved by BZA.



SITE DATA CHART

PROJECT NAME:	VINTAGE AT WATSON GLEN
PROJECT NUMBER:	XXXX
ADDRESS:	OAK MEADOW DRIVE
PARCELS:	MAP 079, PARCELS 88 & 101.20
ACREAGE / SF OF SITE:	21.24 AC / 925,109 SF
BASE ZONING:	RC-6
PROPOSED ZONING:	PD (11.53, 17.820)
ZONING OVERLAY:	FFO, FWO
BUILDING TYPES APPLIED:	COMMERCIAL / MIXED-USE, MULTIFAMILY, URBAN LANDSCAPE, URBAN
FRONTAGE TYPES APPLIED:	
SETBACKS:	FRONT: 8' SIDE: 5' REAR: 20'
DWELLING UNIT COUNT (BY TYPE):	MULTIFAMILY: 245
COMMERCIAL SF (BY USE):	OFFICE: 4,420 SF NON-RESIDENTIAL: 5,500 SF RESTAURANT: 7,900 SF TOTAL: 17,820 SF
BUILDING HEIGHT:	1-3 STORIES
MINIMUM REQUIRED LSA:	.2
PROVIDED LSA:	.65
OPEN SPACE REQUIRED:	5% (46,255 SF)
OPEN SPACE PROVIDED:	5.25% (50,803 SF)
NATURAL AREA REQUIRED:	0%
NATURAL AREA PROVIDED:	46% (427,660)
TREE CANOPY RETENTION ACREAGE:	6.39 AC (244% OF REQUIRED)
PARKING REQUIRED (BY USE):	
MULTI-FAMILY:	1.5 / 1BR: 126 UNITS = 189 2.5 / 2BR: 105 UNITS = 263 3.0 / 3+BR: 14 UNITS = 42 TOTAL MULTI-FAMILY: 494
RESTAURANT:	10 / 1,000 SF + 1/EMPLOYEE .52 / SEAT (DRIVE-THRU / QUICK SERVICE) RESTAURANT 1: 5,400 SF = 60 45 SEATS = 24 RESTAURANT 2: 7,900 SF = 84 TOTAL RESTAURANT: 94
OFFICE:	4 / 1,000 SF OFFICES: 4,420 SF = 18 (TO BE SHARED WITH RESIDENTIAL)
TOTAL PARKING REQUIRED:	578
PARKING PROVIDED (BY USE):	MULTI-FAMILY / OFFICE: 495 RESTAURANT: 94 TOTAL PARKING PROVIDED: 589
OWNER:	808 GOODALL 393 MAPLE STREET GALLATIN, TN 37066
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	324 LIBERTY PIKE SUITE 145 (615) 975-5765 greg.gamble@gdc-tn.com GREG GAMBLE
CONTACT:	

OPEN SPACE REQUIREMENT

MINIMUM OPEN SPACE REQUIREMENT: 5% REQUIRED: 46,255 SF		
PROVIDED: 50,803 SF TOTAL (5.5%) ADDITIONAL NATURAL AREA: 317,172 SF		
TOTAL OPEN SPACE PROVIDED: 367,975 SF		
LOT	TYPE	AREA (SF)
100	NEIGHBORHOOD AMENITY	10,059
101	NEIGHBORHOOD AMENITY	40,744
ADDITIONAL OPEN SPACE		
102	NATURAL AREA	317,172

TREE CANOPY RETENTION

OVERALL SITE AREA = 925,109 SF (21.24 AC)	
EXISTING TREE CANOPY 633,789 SF (14.55 AC)	PRESERVED TREE CANOPY 278,429 SF (6.39 AC)
TREE CANOPY DATA:	
TOTAL EXISTING TREE CANOPY:	633,789 SF: 14.55 AC (69% OF SITE)
REQUIRED CANOPY PRESERVATION:	18% (114,082 SF: 2.61 AC)
PROVIDED CANOPY PRESERVATION:	278,429 SF: 6.39 AC (244% OF REQUIRED)

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. THE WATER MAINS ARE LOCATED ALONG SOUTH ROYAL OAKS BLVD. 245 UNITS x 350 GPD = 85,750 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN.

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

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 3.7 MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 1.4 MI (FRANKLIN FIRE DEPARTMENT)
NEAREST RECREATIONAL FACILITY: 1.5 MI (SOAR ADVENTURE TOWER)

PROJECTED STUDENT POPULATION
245 x 0.64 = 157 STUDENTS

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY THE CITY OF FRANKLIN

PHASING

DEVELOPMENT	NON-RESIDENTIAL	SF	MULTIFAMILY
OVERALL	RESTAURANT, RETAIL, OFFICE, ETC.	17,820	245
PHASE 1	RESTAURANT	7,900	0
PHASE 2	OFFICE, RETAIL, ETC.	9,920	245

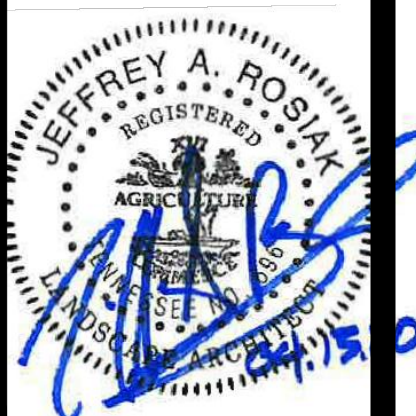
KEY

- PRESERVED CANOPY
- RIPARIAN ZONE 'A'
- RIPARIAN ZONE 'B'
- SLOPES - 14 - 20%
- SLOPES - 20% +
- OPEN SPACE



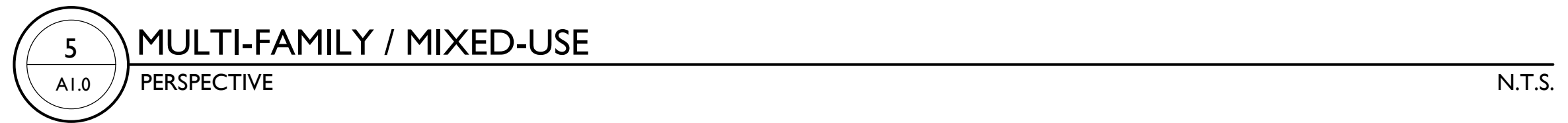
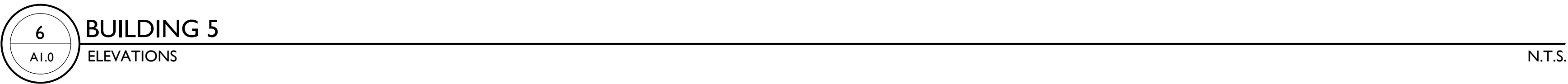
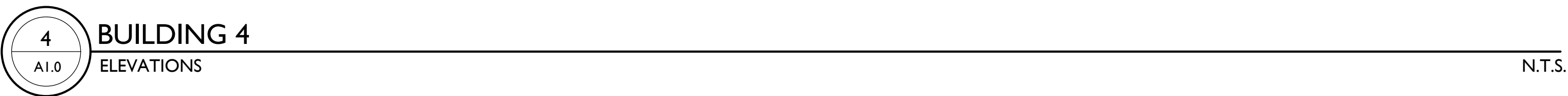
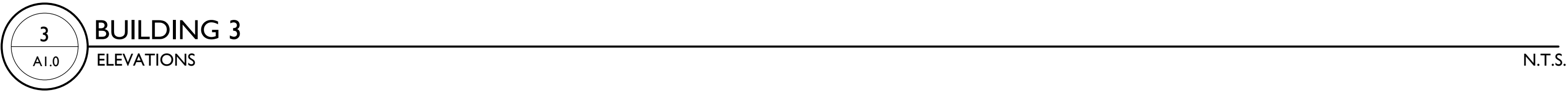
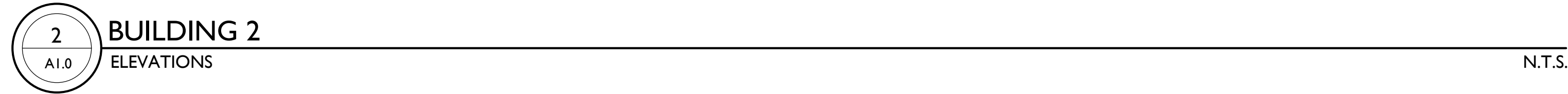
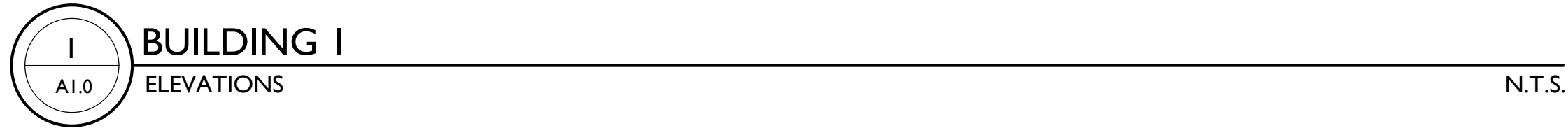
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

VINTAGE AT WATSON GLEN PUD SUBDIVISION
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee



Revision Date	
△	
△	
△	
△	
△	

OVERALL
DEVELOPMENT
PLAN
SHEET
C2.0
COF # xxxx



Revision Date _____

△ _____

△ _____

△ _____

△ _____

From: [Barry Cullen](#)
To: [Planning Intake](#)
Subject: Fw: BOMA/FMPC meeting July 23,2020..Ordinance 2020-10 and 2020
Date: Thursday, July 23, 2020 4:06:21 PM

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

Please confirm your receipt. Thanks R.Barry Cullen

R. Barry Cullen 425 Valley View dr. Franklin, Tn. 37064 615 614 3339 (H-O) 615 351 5269
(C) bcullenrealty@yahoo.com

----- Forwarded Message -----

From: Barry Cullen <bcullenrealty@yahoo.com>
To: Emily Hunter <emily.hunter@franklintn.gov>; Amy Diaz-Barriga <amy.diaz-barriga@franklintn.gov>; recorder@frankilintn.gov <recorder@frankilintn.gov>
Sent: Thursday, July 23, 2020, 3:56:33 PM CDT
Subject: BOMA/FMPC meeting July 23,2020..Ordinance 2020-10 and 2020

I apologize for the tardiness of this email. We have been traveling on family business. We know how important this meeting is to the city of Franklin as well as the communities being directly affected by these improvements.

Our concerns are consistent with with previous e mails sent to you.

- 1) The proposed plan calls for allowing an unlimited amount of "on street parking " on Oak Meadows. This is in violation of all current code restrictions.
- 2 A 100 + unit apartment development adjacent to the USPO on Oak Meadows, now under construction, will add over 225 vehicles per day to the already over loaded traffic patterns. This additional 225 vehicles were NOT considered in any recent traffic studies engaged to support the proposed re-development plan; which in our opinion stretches the typical traffic realities beyond capacity.
- 3) The plan to alter the existing lane configuration at the intersection of S. Royal Oaks north bound with Hwy 96, from a two lane to a three lane seems on the face of it foolish. The intersection of HWY 96 and I-65 is already rated F, the worse possible rating. Especially since No consideration, in recent studies, has been given to the impact the new apartments 100 + units adjacent to the USPO, We further understand that the OWNER of the subject site as well as the multi acre tract behind Home Depot has deferred all discussions pertaining to the problems at I-65 and Hwy 96.

Please consider a non approval vote for this request for re-zoning.

R. Barry Cullen

R. Barry Cullen 425 Valley View dr. Franklin, Tn. 37064 615 614 3339 (H-O) 615 351 5269
(C) bcullenrealty@yahoo.com



File #: 20-0868

DATE: July 22, 2020
TO: Board of Mayor and Alderman
FROM: Emily Wright, Planning Director
Amy Diaz-Barriga, Planning Supervisor
Joseph Bryan, Principal Planner

SUBJECT:

*Consideration Of Resolution 2020-115, A Resolution Requesting A Referendum For The Annexation Of Several Properties, Located South Of Long Lane, East Of Interstate 65, And Outside Of The Southeastern Part Of The Franklin Urban Growth Boundary (UGB), By The City Of Franklin, Tennessee.
FMPC 7/23/20, 8-0

PURPOSE:

PROJECT INFORMATION

COF Project Number: 7209

Applicant: Greg Gamble, GDC

Owners: Randall Ray Baskin, III, Heath & Jennifer Adams, Kenneth & Annona Groves, Thomas Beasley, Jerry Samuel Lee, Jr., Jon & Kathy Yarbrough, Reedy Family Trust, David E. & Mona F. Brown

BACKGROUND/STAFF COMMENTS:

In May 2018, a Special Work Session was held to present and discuss annexation and growth priorities. Two drainage basins were identified as having short-term capability for annexation—the West Basin and the Goose Creek Basin. Additionally, the potential land uses that would be planned within the Goose Creek Basin would likely be a combination of commercial, office, and residential due to the properties' proximity to I-65 and major corridor extensions, such as Carothers Parkway. A copy of the presentation from 2018 is attached for reference.

The City has received annexation requests for 9 properties in the Goose Creek Basin that are located outside the UGB. A map of properties is attached. Annexation for the subject properties cannot occur until a referendum has been held, where the property owners requesting annexation vote to have their property annexed by the City of Franklin. This resolution authorizes the request to Williamson County Election Commission to hold a referendum on November 3, 2020 in conjunction with the State General Election for the annexation of these 9 properties.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-115.

RESOLUTION 2020-115

A RESOLUTION REQUESTING A REFERENDUM FOR THE ANNEXATION OF SEVERAL PROPERTIES, LOCATED SOUTH OF LONG LANE, EAST OF INTERSTATE 65, AND OUTSIDE OF THE SOUTHEASTERN PART OF THE FRANKLIN URBAN GROWTH BOUNDARY (UGB), BY THE CITY OF FRANKLIN, TENNESSEE.

WHEREAS, Tennessee Code Annotated (T.C.A.) § 6-58-111 (c)(2) states as an alternative to a municipality annexing in a county's planned growth area or rural area by first amending the growth plan as described in subdivision (c)(1), a municipality may annex within a county's planned growth area or rural area, but the annexation must be by referendum only and not by ordinance, and the municipality must follow the referendum process as provided for in T.C.A. §§ 6-51-104 and 6-51-105; and

WHEREAS, T.C.A. § 6-51-104 (a) permits a municipality, when petitioned by interested persons, or upon its own initiative, by resolution for annexation by referendum; and

WHEREAS, T.C.A. § 6-51-105 (a) states at least thirty (30) days and not more than sixty (60) days after the last of such publications, the proposed annexation of territory shall be submitted by the county election commission in an election held on the request and at the expense of the proposing municipality, for approval or disapproval of the qualified voters who reside in the territory proposed for annexation; and

WHEREAS, T.C.A. § 6-51-105 (e) states if a majority of all the qualified voters voting thereon in the territory proposed to be annexed, or in the event of two (2) elections as provided for in subsections (a) and (b), a majority of the voters voting thereon in the territory to be annexed and a majority of the voters voting thereon in the municipality approve the resolution, annexation as provided therein shall become effective thirty (30) days after the certification of the election or elections; and

WHEREAS, the property owners as listed below, petitioned the Board of Mayor and Aldermen of the City of Franklin, Tennessee, to annex 9 parcels, containing 340 +/- acres, located outside of the Franklin Urban Growth Boundary; and

WHEREAS, the Properties are located south of Long Lane and east of Interstate 65, as described herein and as depicted on the Map attached hereto as Exhibit A:

Map	Parcel	Acreage	Address	Owner
106	179.01	1.40	4339 Long Lane	Randall Ray Baskin, III
117	33.02	8.36	4478 Peytonsville Road	Heath & Jennifer Adams
117	33.03	4.36	4482 Peytonsville Road	Kenneth & Annona Groves
117	33.05	4.65	4484 Peytonsville Road	Kenneth Groves
117	38.00	189.0	4540 Peytonsville Road	Thomas Beasley
117	44.00	11.4	4501 Peytonsville Road	Jerry Samuel Lee, Jr.
117	45.01	56.4	4431 Dyke Bennett Road	Jon & Kathy Yarbrough
117	45.02	29.69	4460 Peytonsville Road	Reedy Family Trust
117	45.03	35.00	4511 Peytonsville Road	David E. & Mona F. Brown

340.53 TOTAL ACRES

WHEREAS, the referendum shall bind the Owners and subsequent Owners of the Property; and

WHEREAS, a Plan of Services for the area petitioned to be annexed will be adopted prior to the annexation becoming effective, in order to provide for future development in accordance with City standards.

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

SECTION I. Pursuant to the provisions of T.C.A. §§ 6-51-104 and 6-51-105, as amended, the City of Franklin requests that a referendum for annexation be held for the following properties:

Map	Parcel	Acreage	Address	Owner
106	179.01	1.40	4339 Long Lane	Randall Ray Baskin, III
117	33.02	8.36	4478 Peytonsville Road	Heath & Jennifer Adams
117	33.03	4.36	4482 Peytonsville Road	Kenneth & Annonsa Groves
117	33.05	4.65	4484 Peytonsville Road	Kenneth Groves
117	38.00	189.0	4540 Peytonsville Road	Thomas Beasley
117	44.00	11.4	4501 Peytonsville Road	Jerry Samuel Lee, Jr.
117	45.01	56.41	4431 Dyke Bennett Road	Jon & Kathy Yarbrough
117	45.02	30.34	4460 Pratt Lane	Reedy Family Trust
117	45.03	35.00	4511 Peytonsville Road	David E. & Mona F. Brown

341.18 TOTAL ACRES

SECTION II. The City of Franklin requests the referendum be held on November 3, 2020, in conjunction with the State General Elections.

SECTION III. The question to be submitted to the qualified voters who reside in the area proposed to be annexed shall be "FOR ANNEXATION" and "AGAINST ANNEXATION."

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

ADOPTED THIS _____.

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to form by:

Sauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

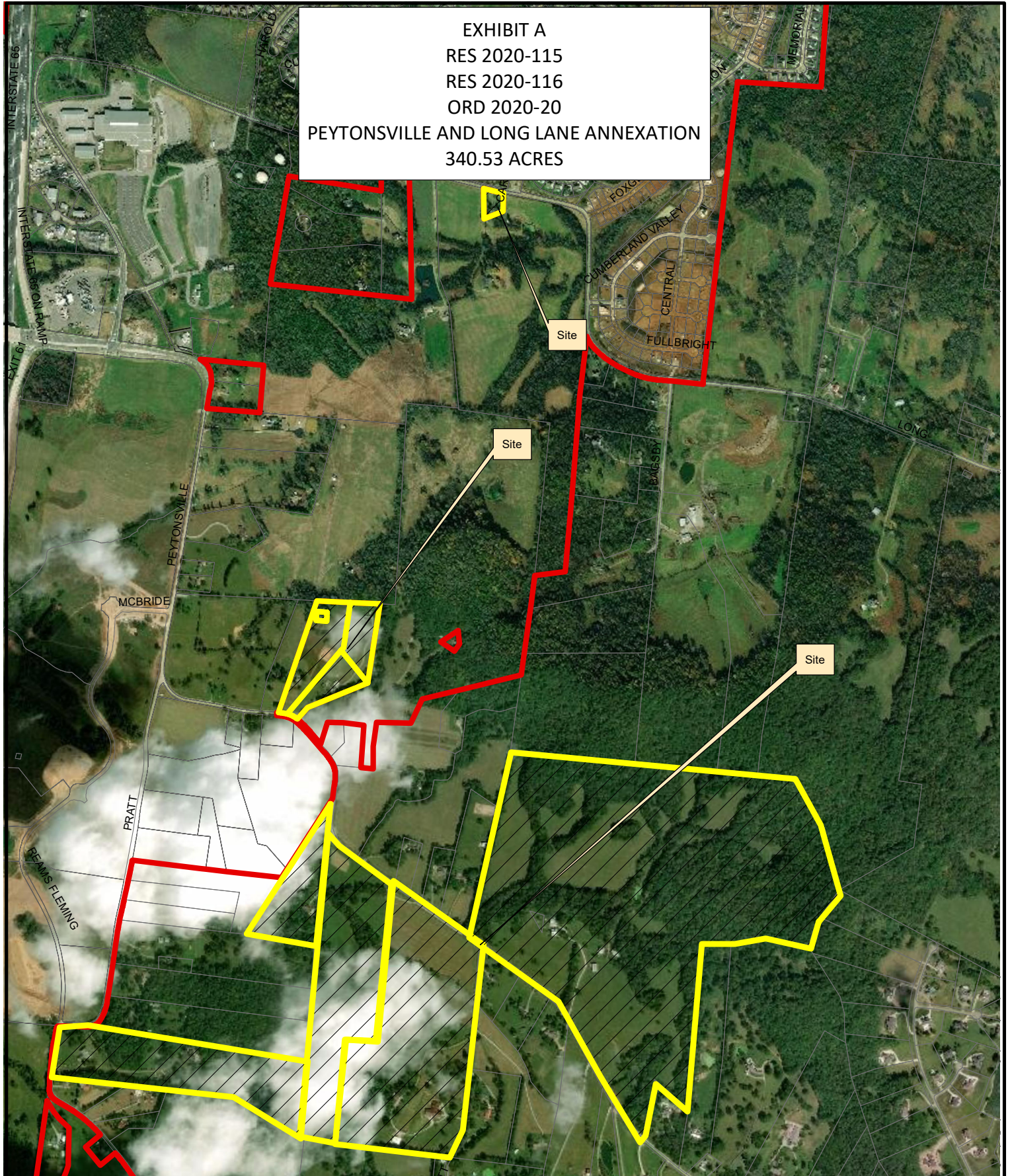
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

EXHIBIT A
 RES 2020-115
 RES 2020-116
 ORD 2020-20
 PEYTONSVILLE AND LONG LANE ANNEXATION
 340.53 ACRES



Legend

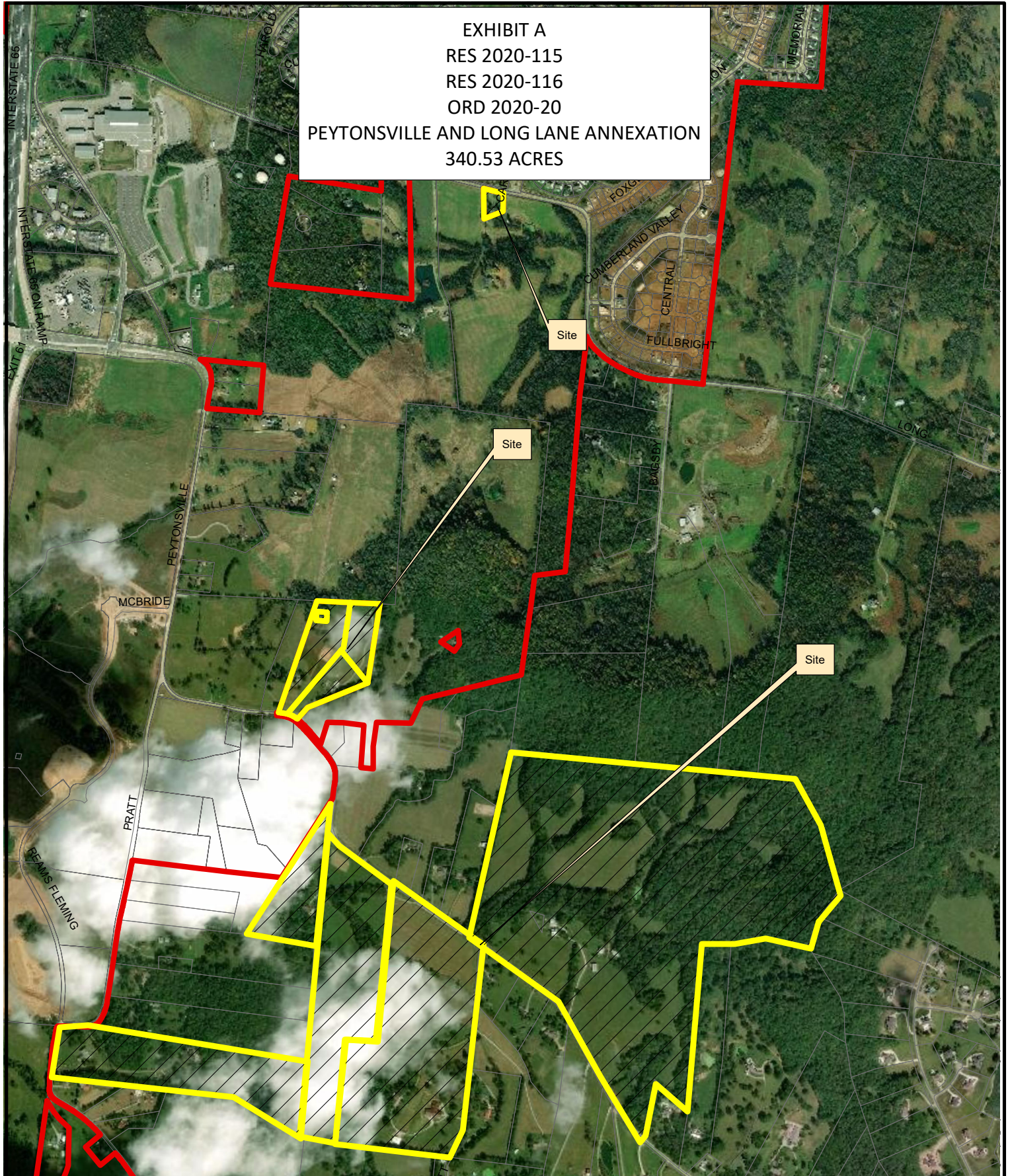
- Peytonsville & Long Ln Annexation
- Existing City Limits
- parcelsgpdata

0 500 1,000 2,000 3,000 4,000
 Feet



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

EXHIBIT A
 RES 2020-115
 RES 2020-116
 ORD 2020-20
 PEYTONSVILLE AND LONG LANE ANNEXATION
 340.53 ACRES



Legend

- Peytonsville & Long Ln Annexation
- Existing City Limits
- parcelsgpdata

0 500 1,000 2,000 3,000 4,000
 Feet



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Annexation by Referendum Timeline		
Monday, March 2	Applicant completes application in IDT for Annexation initiation; provides owner affidavits and parcel descriptions of all properties included in request	2 months for staff to prepare RES Proposed Annexation by Referendum, DRAFT Plan of Services
Tuesday, April 28	BOMA Worksession	Discussion to consider the Proposed Annexation by Referendum
Tuesday, May 26	BOMA Public Hearing	RES Proposed Annexation by Referendum and DRAFT Plan of Services
Monday, June 2	Initial Submittal	Staff prepares RES Annexation by Referendum, RES Plan of Services, ORD Zone properties
Thursday, July 23	FMPC	Recommendation to BOMA on annexation by referendum, POS, and Zoning
Tuesday, August 11	BOMA Worksession and BOMA regular meeting (1 st Reading)	Discussion to consider Annexation by Referendum, and associated Plan of Services and Zoning; 1 st reading of Annexation and Zoning items
Tuesday, September 8	BOMA Public Hearing	RES Annexation by Referendum (56 days prior to referendum date; must be 30-60 days) RES Plan of Services ORD Zone properties
Tuesday, September 22	BOMA 3 rd Reading	ORD Zone properties
Tuesday, November 3	State General Election; vote on referendum	
30 days after certification of election results		Annexation, Plan of Services and Zone properties become effective

Special BOMA Work Session

May 1, 2018

Annexation and Growth Policy Discussion

Overview

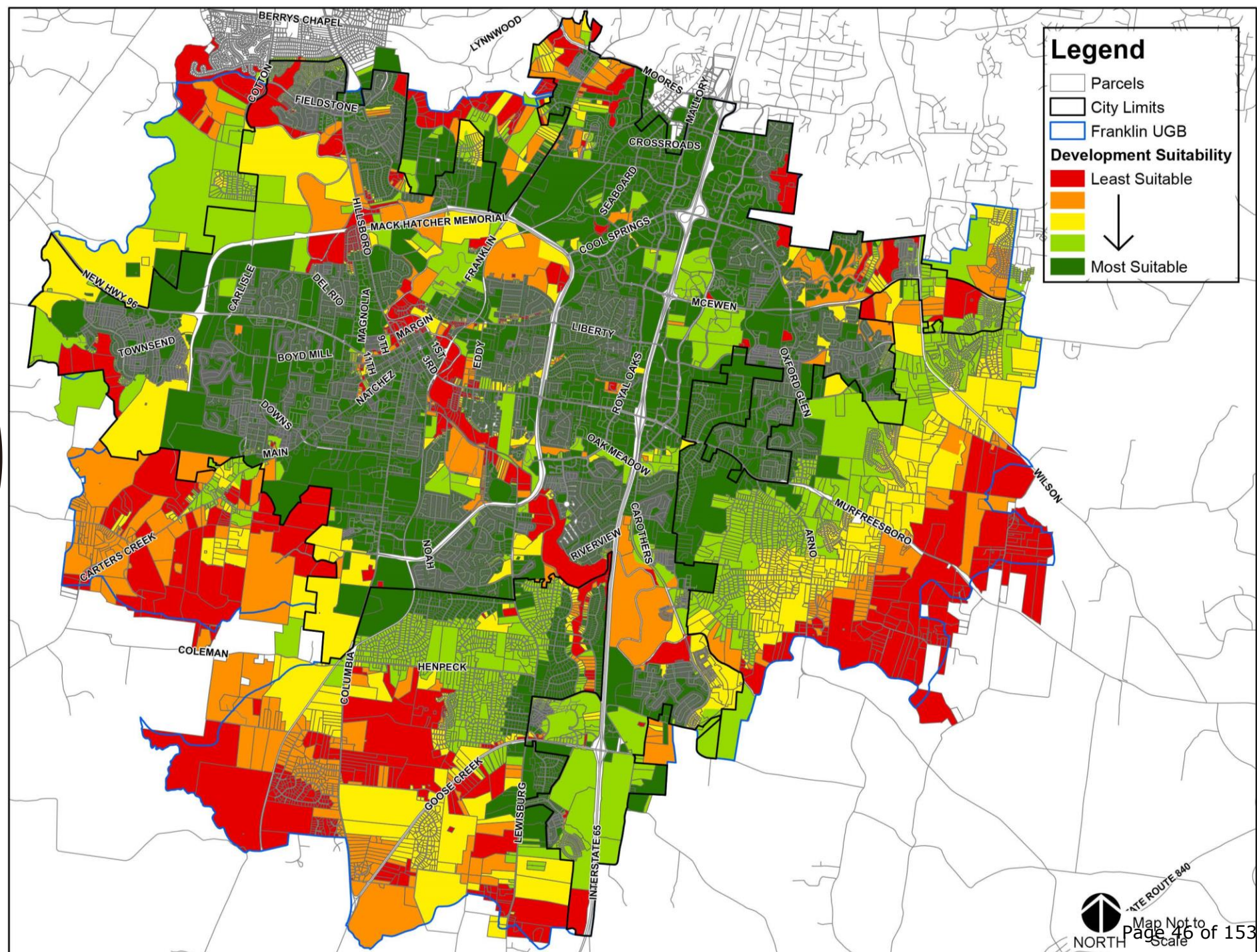
5-6:30 p.m.

- Staff Presentation: Introductory Info 15 minutes
- Big Picture Policy Discussion 30 minutes
 - Why should the City grow?
 - What are we trying to achieve?
 - What is important when we think about growth and annexation?
- Staff Presentation: Annexation Capabilities 15 minutes
- Annexation Policy Discussion 30 minutes
 - Should the City consider an annexation policy?
 - Should the City study investment decisions further?
 - What is likely to happen if the City does not annex?

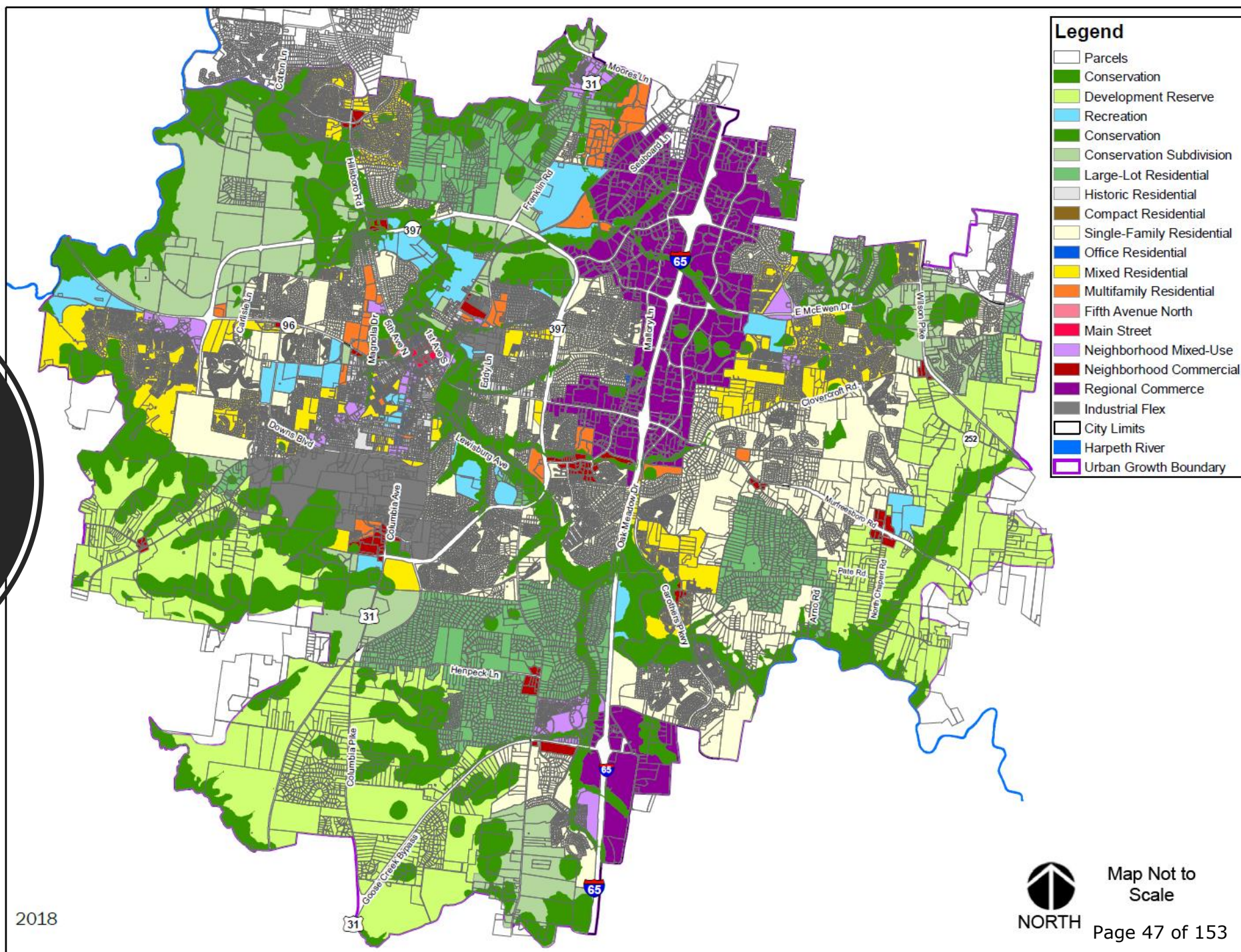
Envision Franklin: Managed Growth

- **Strategic growth** is encouraged in locations **supported by existing City infrastructure and services** or **where they are planned** to be provided in an efficient and orderly manner.
- The extension of **infrastructure and public services** should be used as a **tool** that **strategically directs where growth should take place**, not as a reactive response to development.
- Land-use policies, infrastructure improvements, and community facility investments should be coordinated to **maximize efficiency and public benefit** while **minimizing negative impacts** of growth.
- **Annexation** within the UGB should be approached in a comprehensive manner that **promotes contiguity and orderly growth, efficient delivery of municipal services, and proactive planning for future development.**

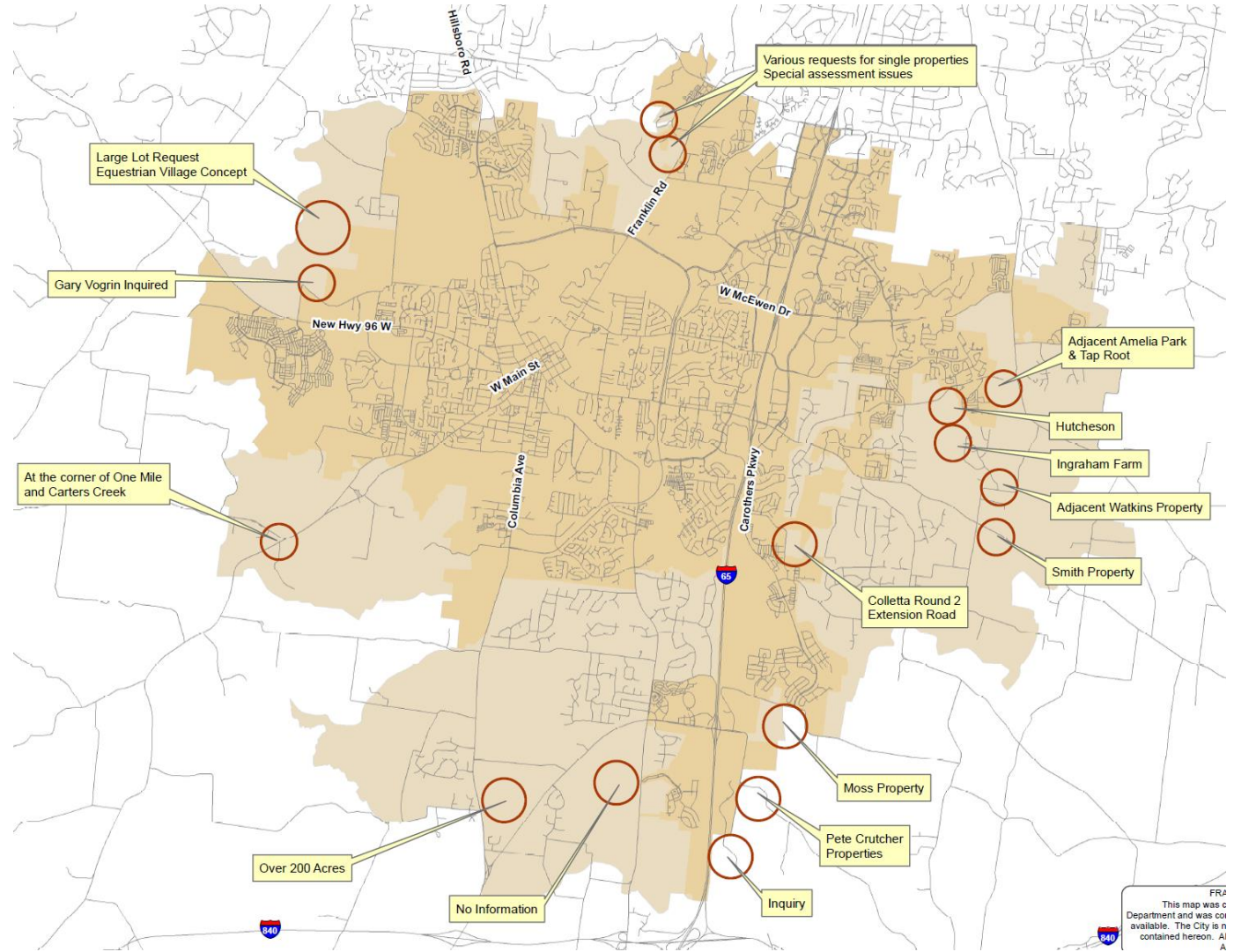
Suitability Analysis



Design Concepts



Annexation Inquiries



Annexation State Law

Property owner request
only, unless by referendum

Noncontiguous annexation
allowed

Referendum allowed
outside of UGB

Franklin Growth and Annexation

Franklin grew from
2 square miles in the 1960s to
41 square miles by 2010

Population has increased
21,000 per decade since 1990

The 2017 population estimate
was 77,400 (33,034 dwellings)

Future Projections

- Based on past growth, the population is projected to increase by 50,000 over the next 22 years
- This projection is based on past population growth rates by decade (annexation + development approval + construction and absorption of dwellings into the Franklin market + household size)

Decade	Type	City of Franklin Population	Number Change	Percent Change
1980	Federal Census	12,407	-	-
1990	Federal Census	20,098	7,691	62%
2000	Federal Census	41,842	21,744	108%
2010	Federal Census	62,487	20,645	49%
2020	Projection	85,000	22,513	36%
2030	Projection	106,000	21,000	24%
2040	Projection	128,600	22,600	21%

Future Buildout

Existing Housing
+
Approved Housing
=
92,000 Population

Projected to reach this
population by 2025

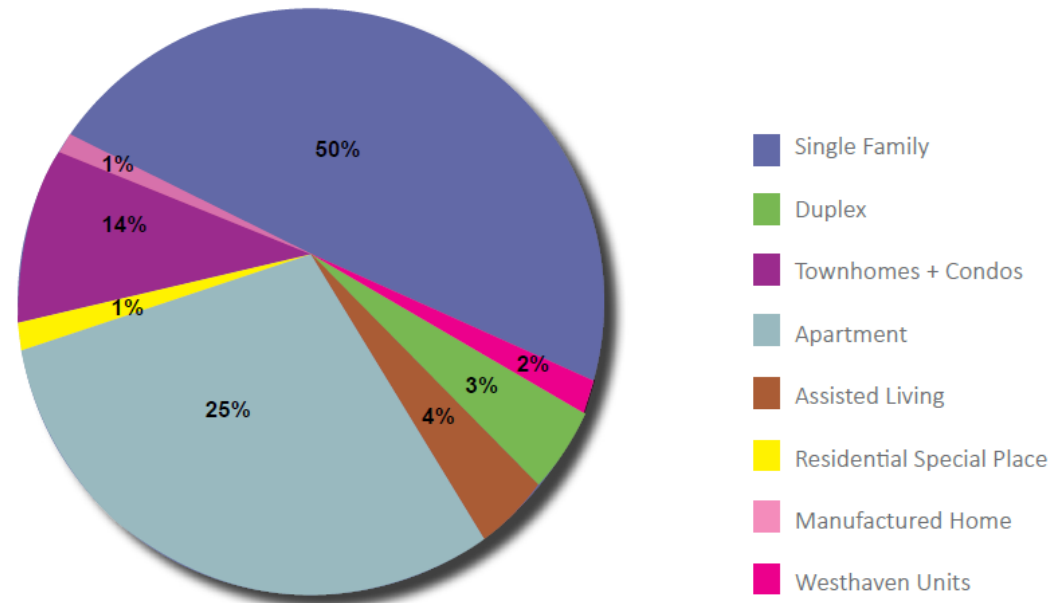
Past growth does not
necessarily indicate future
trends



41,913 DWELLING UNITS
Existing Housing + Approved Housing

Type of Housing	# of Dwelling Units	% of Future Total Housing Stock
Single Family	20,900	50%
Manufactured Home	405	1%
Westhaven Units	839	2%
Duplex	1,221	3%
Townhomes + Condos	6,023	14%
Apartment	10,466	25%
Assisted Living	1,535	4%
Residential Special Place	524	1%
TOTAL	41,913	100%

Future Build-Out



Big Picture Questions

- What is important when we think about growth and annexation?
- Is maintaining the growth rate important?
- Should we focus on maximizing the benefit of investment and direct private investment in places that make sense?
- Focus on commercial areas and return on investment?



Return on Investment Study—Raleigh NC

Strategic planning adds value

- It would take 600-single family homes on a **150-acre** subdivision to equal the tax value of the Wells Fargo Capital Center, which sits on **1.2 acres** of land.
- Wells Fargo Capital Center in downtown Raleigh has **90 times the tax value per acre** than the average suburban acre.



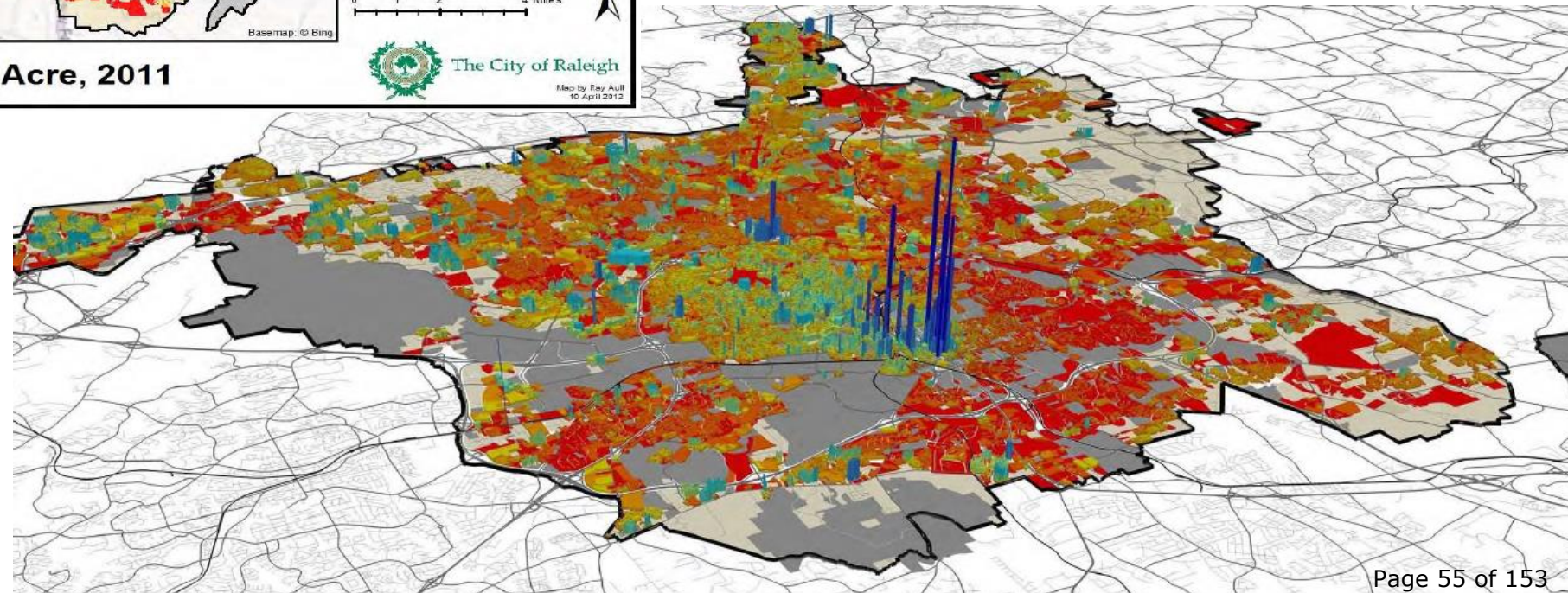
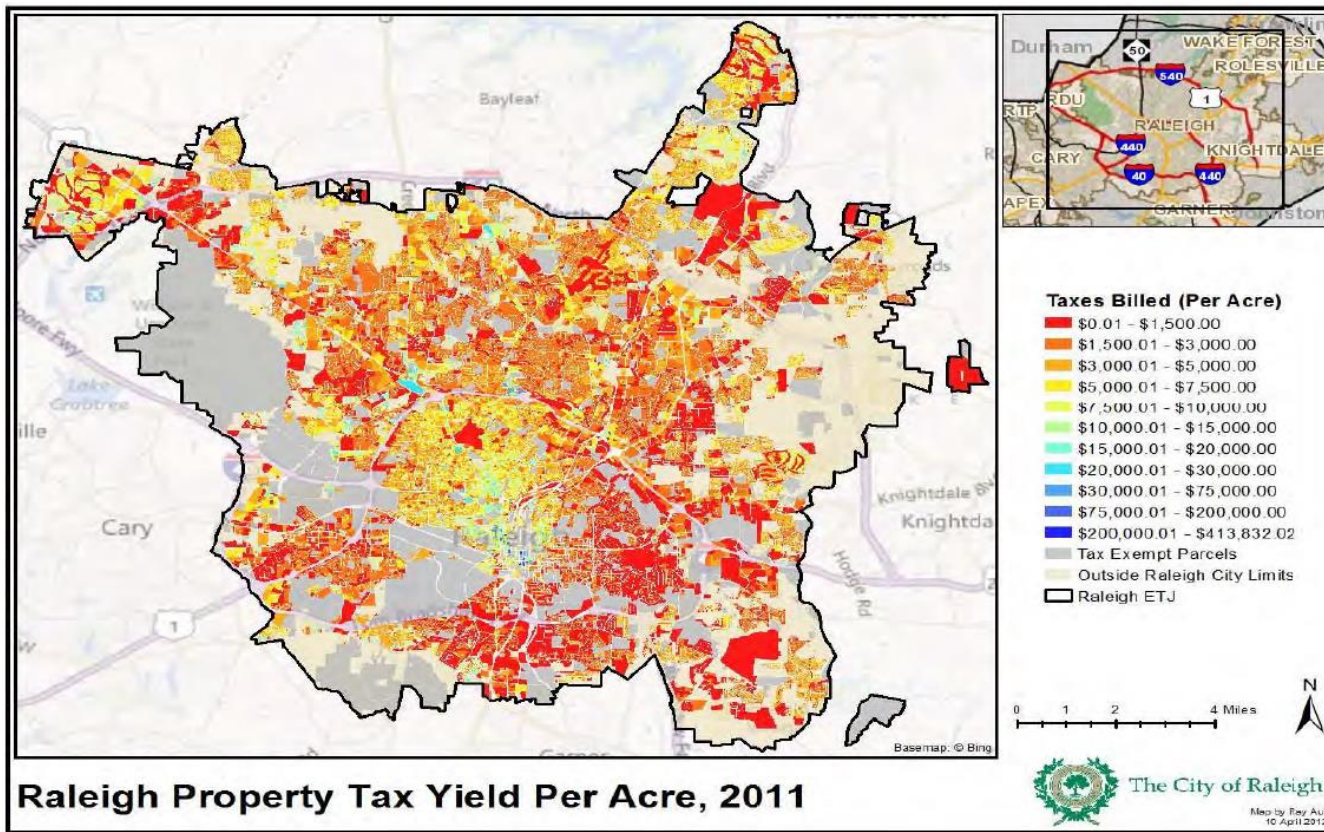
Source: Kristopher Larson and Mitchell Silver, 2008

Return on Investment

- **Downtown high rise residential on 3-acre site** pays off its infrastructure in **3 years**. The return on infrastructure investment is **35%**.
- **Suburban multi-family complex on a 30-acre site** pays off its infrastructure in **42 years**. The return on infrastructure investment is **2%**.



Return on Investment Study—Raleigh NC



Big Picture Policy Discussion

30 Minutes

Why should the City grow?

What are we trying to achieve as a City?

What is important when we think about growth and annexation?

-Is maintaining the growth rate important?

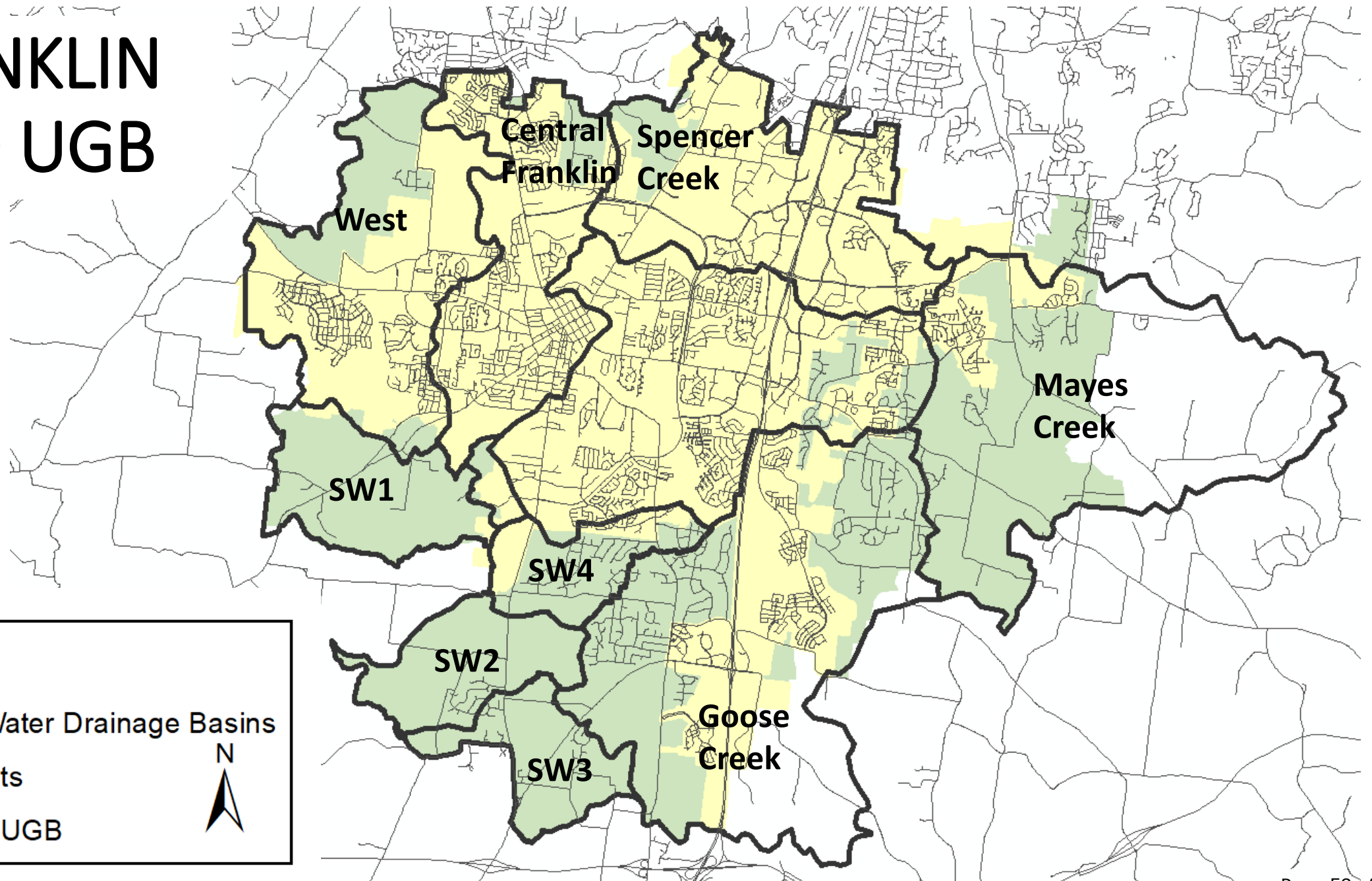
-Should we focus on maximizing the benefit of investment and direct private investment in places that make sense?

Staff Analysis of Potential Annexation Areas



- Studied each drainage basin along edges of the UGB:
 - Developable acreage
 - Future land use
 - Ability to serve
 - Sewer (gravity vs. pump stations and force mains)
 - Road Infrastructure
 - Fire Service (stations/ response times)
 - Magnitude of investment needed
- Assigned a short-, mid-, or long- term capability classification
- Used best available data, but may need additional analysis

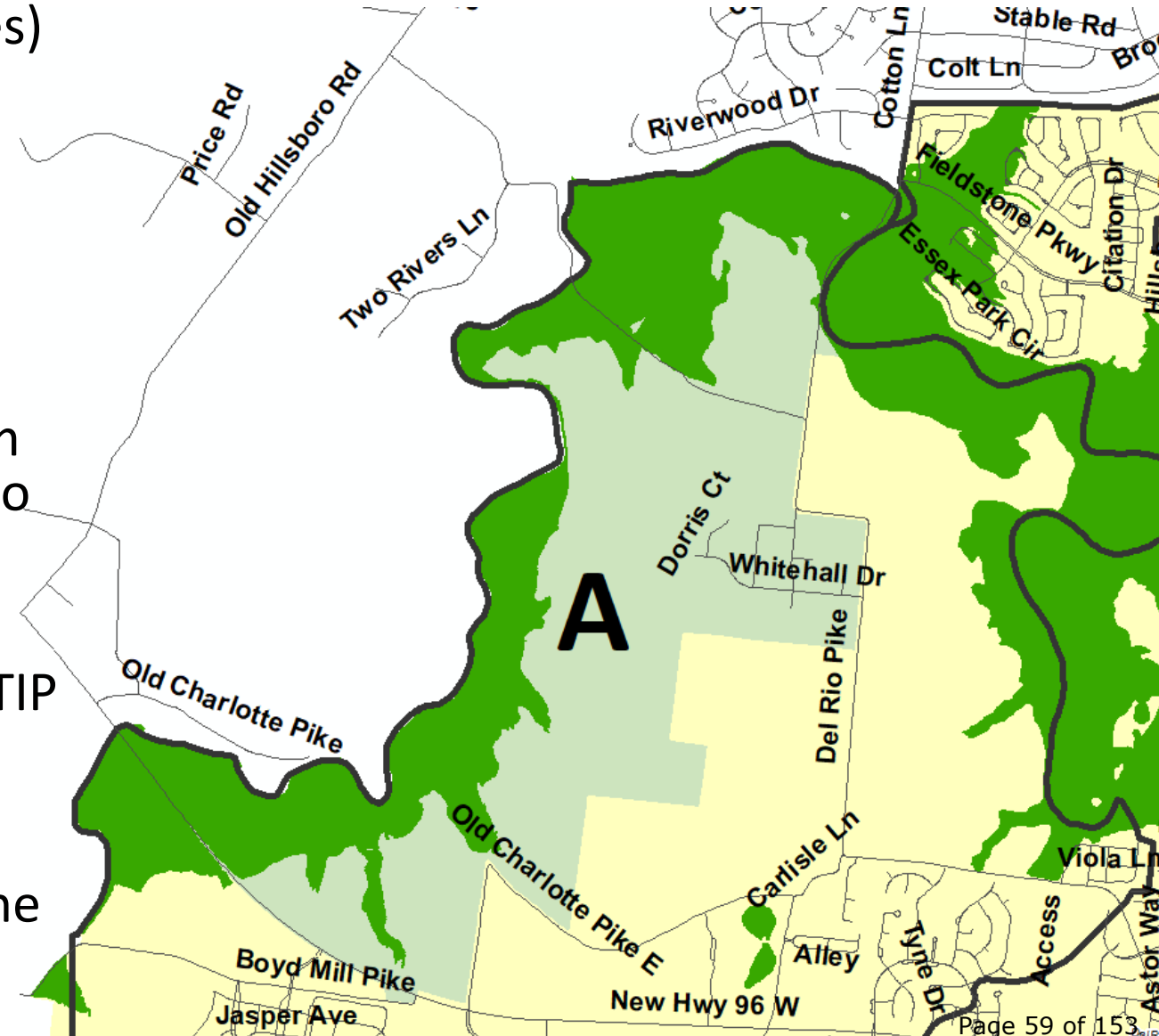
FRANKLIN AND UGB



Short-Term Capability

- Development Potential:
 - Significant developable area (1,600 acres) excluding floodplain
- Future Land Use:
 - Residential and open space
- Sewer Service:
 - Sewer infrastructure is nearby
 - Planned relocation of pump station from Old Charlotte Pike and new force main to the plant
- Road Infrastructure:
 - Mack Hatcher Pkwy scheduled in State TIP
 - Del Rio Pike improvement is long-term
- Emergency Services:
 - Fire Station #8 (Westhaven) can serve the area adequately

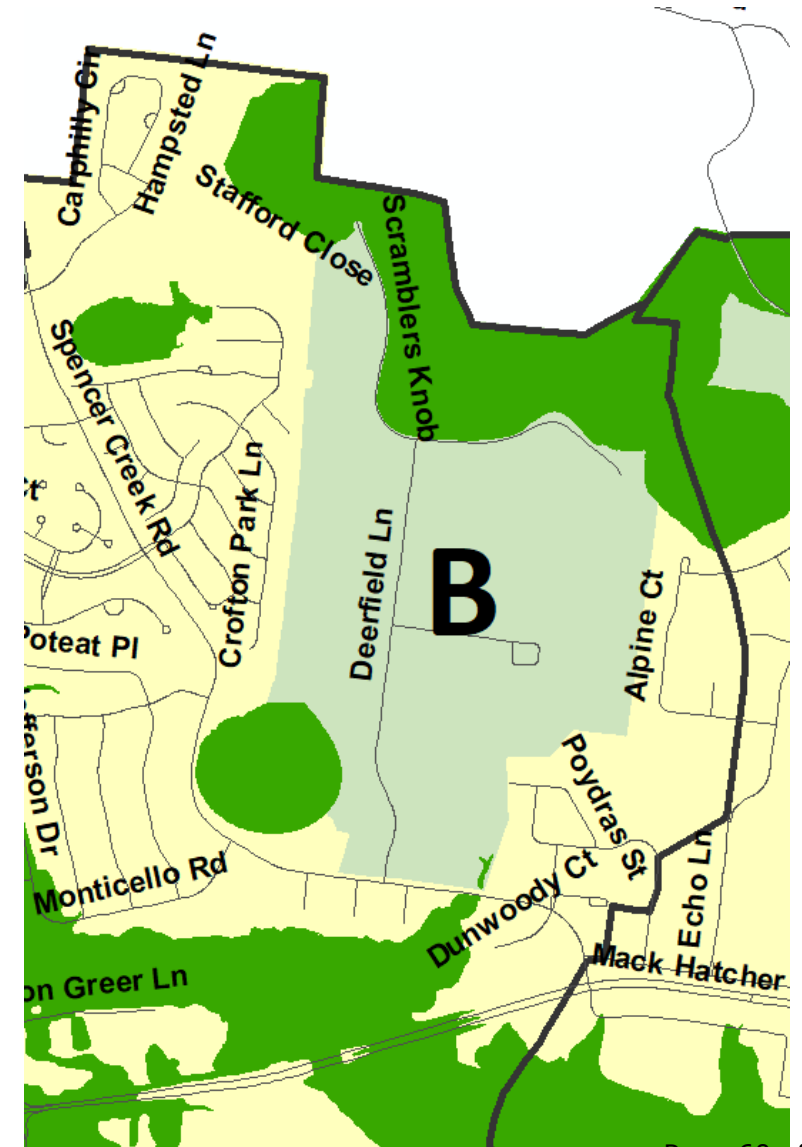
A. West Basin



Long-Term Capability

- Development Potential:
 - Limited developable area due to terrain (0 acres)
- Future Land Use:
 - Existing large-lot development pattern is expected to remain
- Sewer Service:
 - No improvements planned
- Road Infrastructure:
 - No improvements planned
- Emergency Response:
 - There would be extended response time and potentially water supply issues with existing Fire Station 3 and 4.
 - Water supply and large setbacks may be an issue re: hydrant availability. Potentially need to supplement tanker support for water supply, which is not currently in fleet.

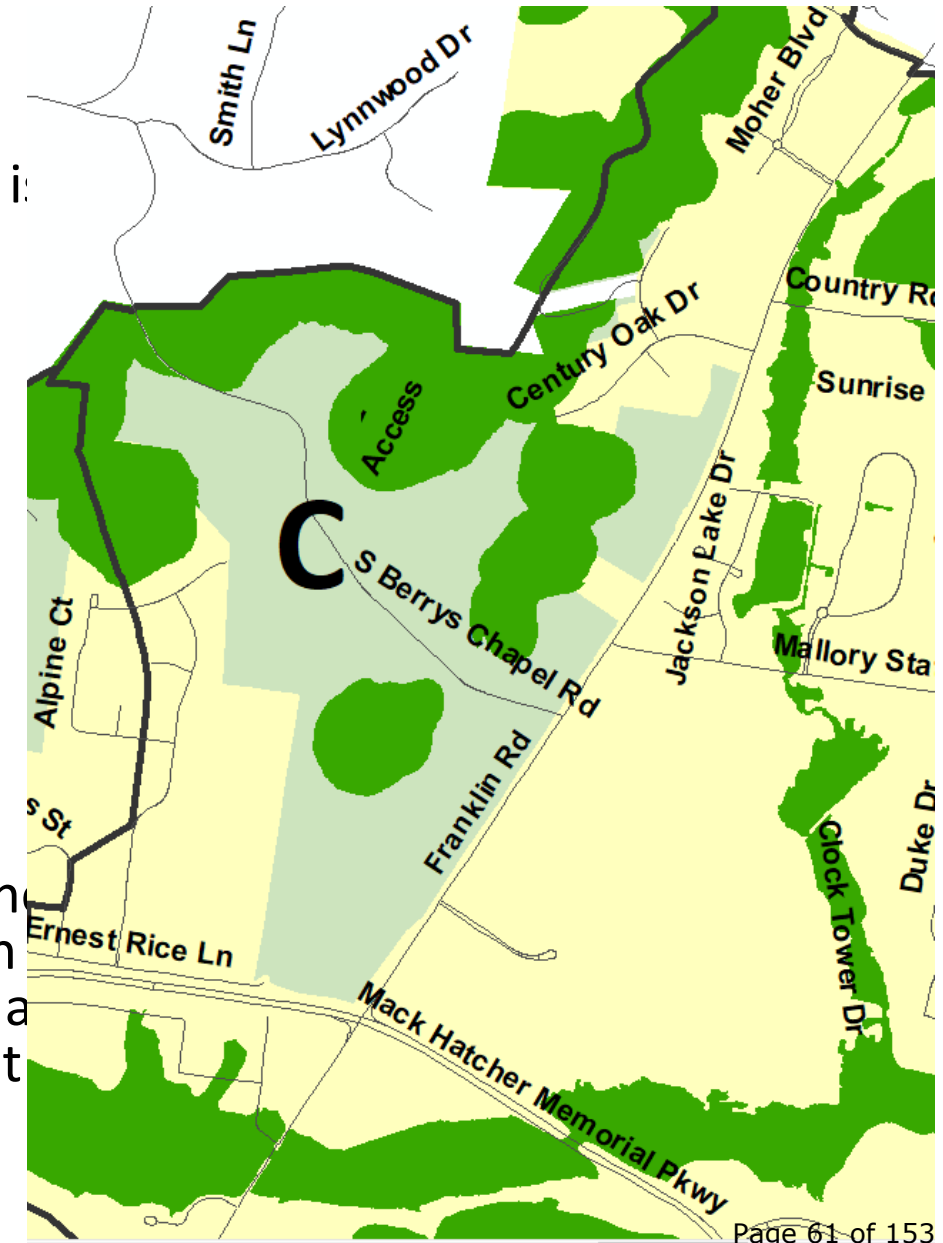
B. Central Franklin Basin



Long-Term Capability

- Development Potential:
 - Limited developable area due to terrain (580 acres)
- Future Land Use:
 - Berrys Chapel Road: Existing large-lot development pattern is expected to remain
 - Meadow Farm has higher development potential
- Sewer Service:
 - No improvements planned
 - Currently designing low pressure system for few lots along Franklin Rd within City
- Road Infrastructure:
 - Berry's Chapel intersection improvement near-term need
- Emergency Response:
 - Berrys Chapel Road: Existing Station 3 and 4 could service the area. However, there may be increased response times than the City's average. Water supply and large setbacks may be an issue re: hydrant availability. Potentially need to supplement tanker support for water supply, which is not currently in fleet.

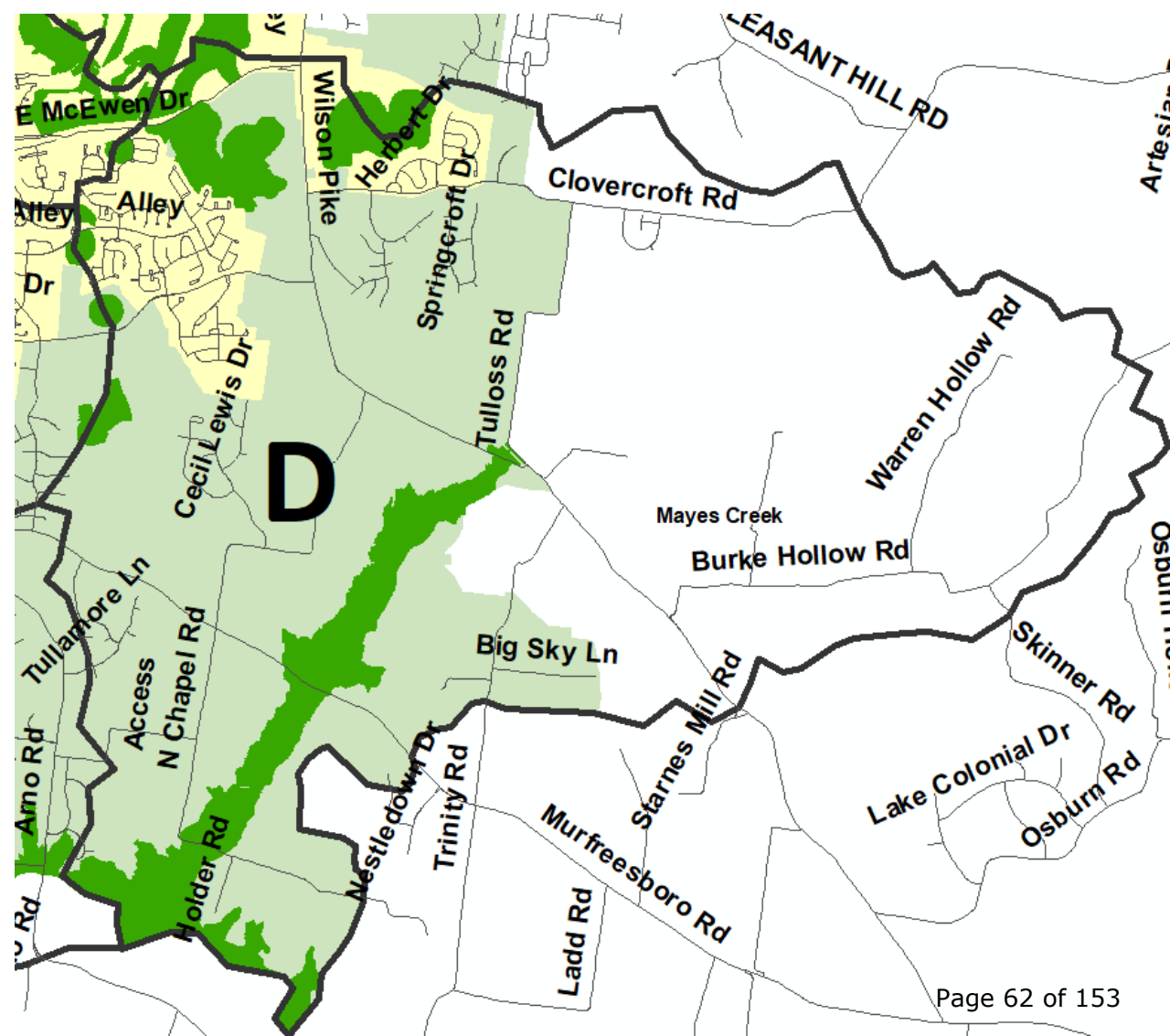
C. Spencer Creek Basin



Mid-Term Capability

- Development Potential: Significant amount
 - Within UGB (3,500 acres)
 - Outside of UGB (4,350 acres)
- Future Land Use:
 - Likely residential with commercial nodes
- Sewer Service:
 - Could be served with gravity sanitary sewer
 - Major sewer extension/investment needed
- Road Infrastructure:
 - Murfreesboro Rd in State TIP this fiscal year
 - McEwen Drive extension is near term
 - Wilson Pike is mid-term (up to State)
 - Arno Road improvement is long term
 - Liberty Pike extension is long term
- Emergency Services:
 - New station needed. Extended response times would necessitate a temporary station. Station 6, 2 and potentially 7 would serve in the interim. Water supply, large setbacks, hydrant availability. Supplement tanker support for water supply, not currently in fleet.

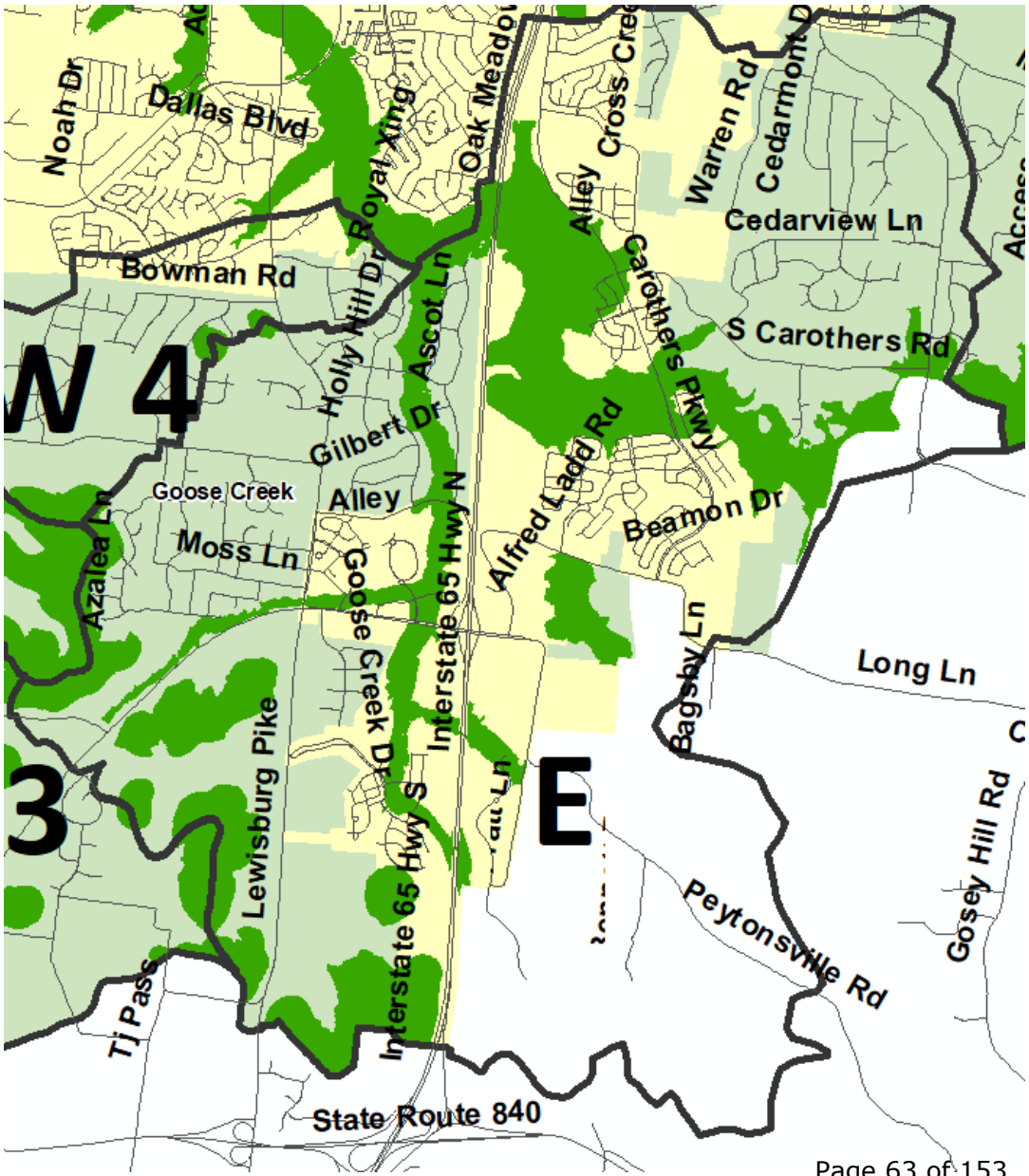
D. Mayes Creek



Short-Term Capability

- Development Potential:
 - Within UGB (1,800 acres)
 - Outside of the UGB (2,115 acres)
 - High interest for property owner annexation
 - Limitations in current annexation State law
- Future Land Use:
 - Some existing County subdivisions on north side
 - Residential and potentially more commercial
- Sewer Service:
 - Infrastructure is in the area to serve with gravity sewer
 - Sewer extension investment has already been made
- Road Infrastructure:
 - Proximity to I-65 and planned major arterial extensions
 - Pratt Lane improvements near term
 - Carothers extension near term
 - Long Lane overpass near term
 - Peytonsville extension near and mid term sections
 - Lewisburg Pike improvements long term (up to State)
- Emergency Response:
 - Existing fire stations 7 (Goose Creek) and 2 would be able to serve adequately

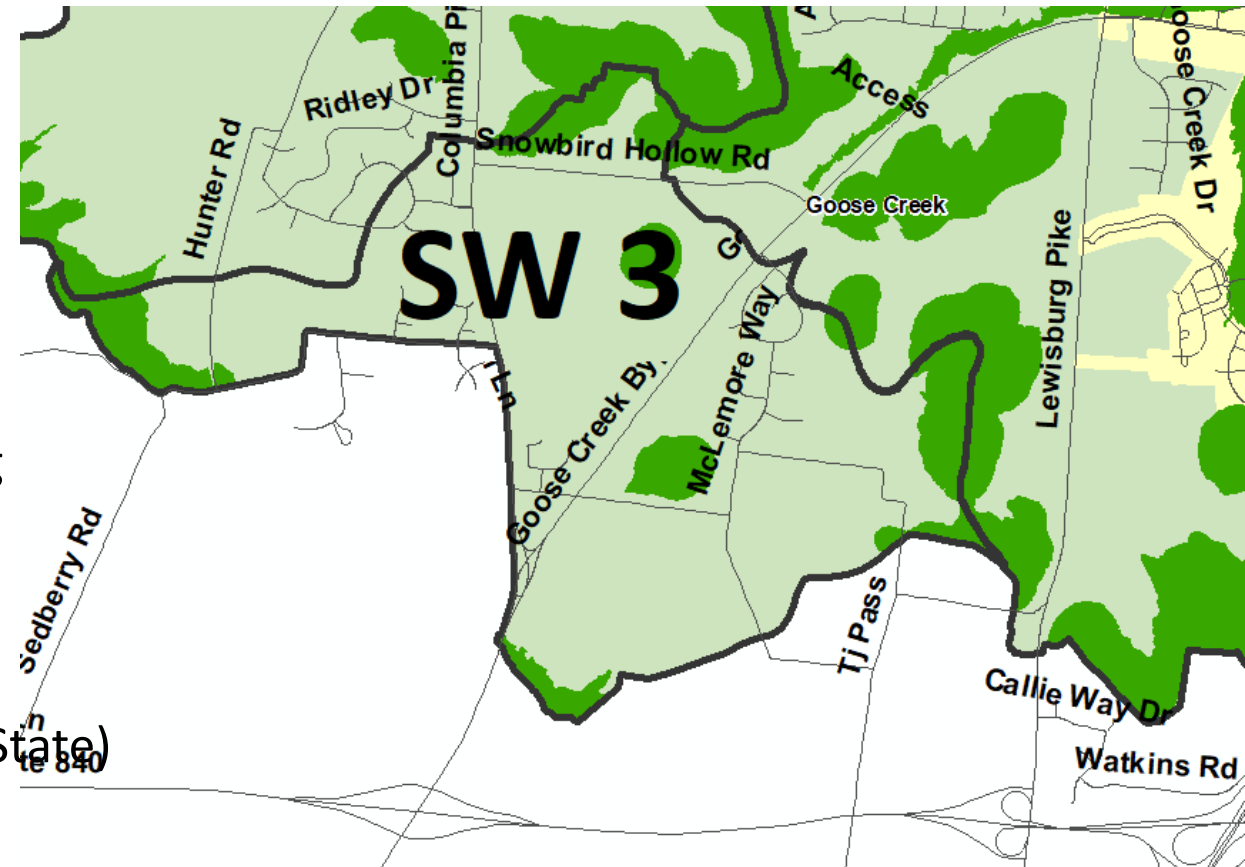
E. Goose Creek



Long-Term Capability

- Development Potential:
 - Limited developable area (1,050 acres) due to hillsides and hilltops
- Future Land Use:
 - Residential
- Sewer Service:
 - Gravity sanitary sewer not possible
 - Significant extension and investment needed (pump station, 3.7-mile force main, plus upgrades to existing lines)
- Road Infrastructure:
 - Minimal existing road network
 - Goose Creek Bypass improvements long term (up to State)
 - Columbia Pike improvements long term (up to State)
 - Minor collector improvements/development driven long term
- Emergency Services:
 - There would be extended response times and potentially water supply issues with existing Fire Stations 5 and 7.

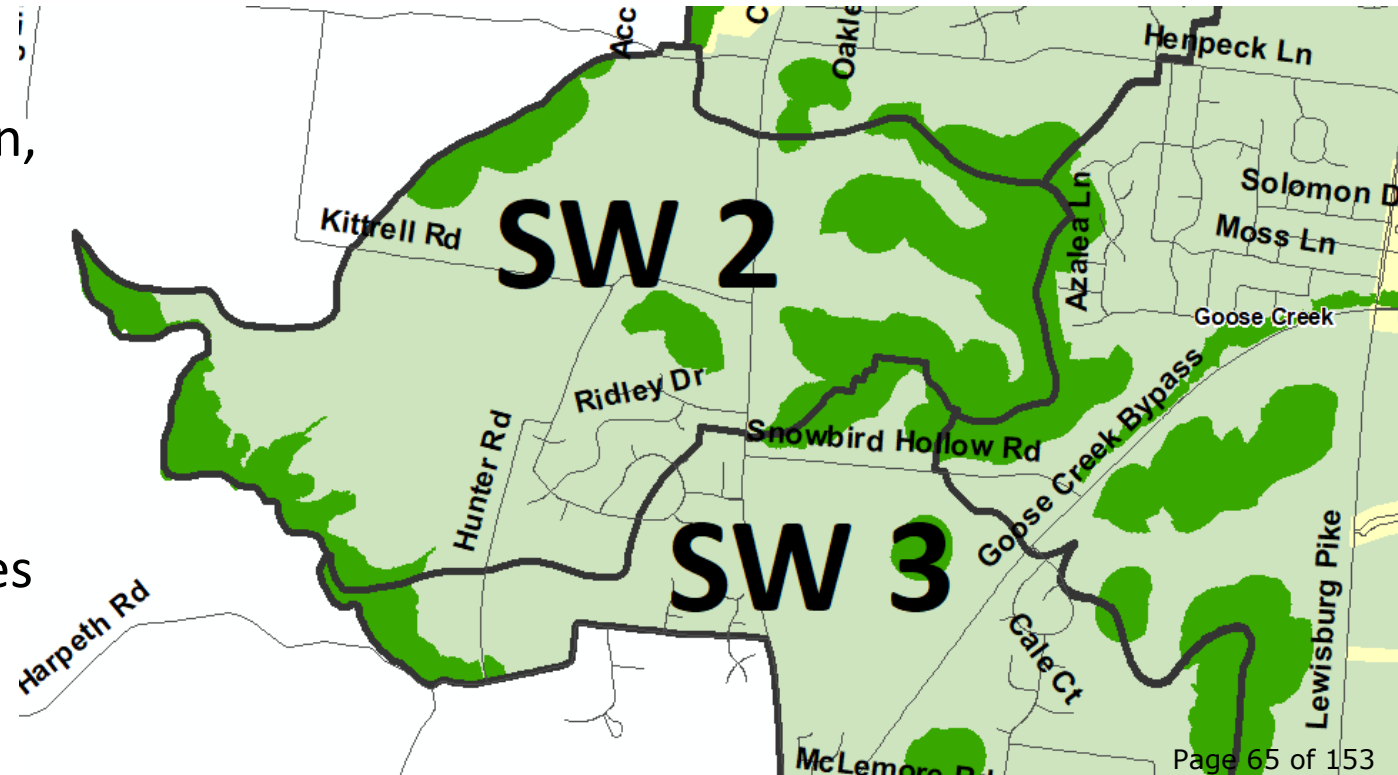
SW 3 Basin



Long-Term Capability

- Development Potential:
 - Developable area (1,500 acres)
 - Significant constraints (hillsides and hilltops)
- Future Land Use:
 - Residential
- Sewer Service:
 - Gravity sanitary sewer not possible
 - Significant extension and investment needed (pump station, 3-mile force main, plus upgrades to existing lines)
- Road Infrastructure:
 - Minimal existing road network
 - Columbia Pike is long term (up to State)
- Emergency Services:
 - There would be extended response times and potentially water supply issues with existing Fire Stations 5 and 7.

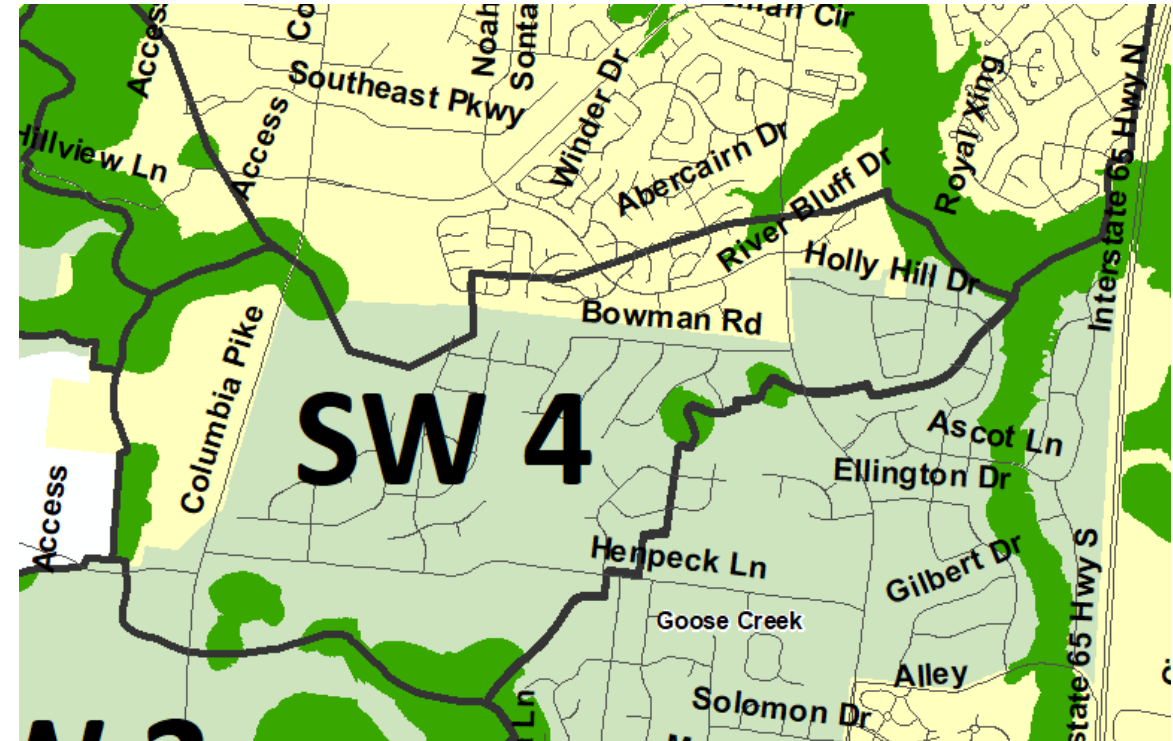
SW 2 Basin



Long-Term Capability

- Development Potential:
 - Limited developable area (230 acres)
 - Much of area developed with County subdivisions
- Future Land Use:
 - Residential
- Sewer Service:
 - Gravity sanitary sewer is limited
 - Significant extension needed (pump station, 3-mile force main, plus upgrades to existing lines)
- Road Infrastructure:
 - Columbia Pike is long term (up to State)
 - Henpeck Lane is long term
- Emergency Services:
 - There would be extended response time and potentially water supply issues.

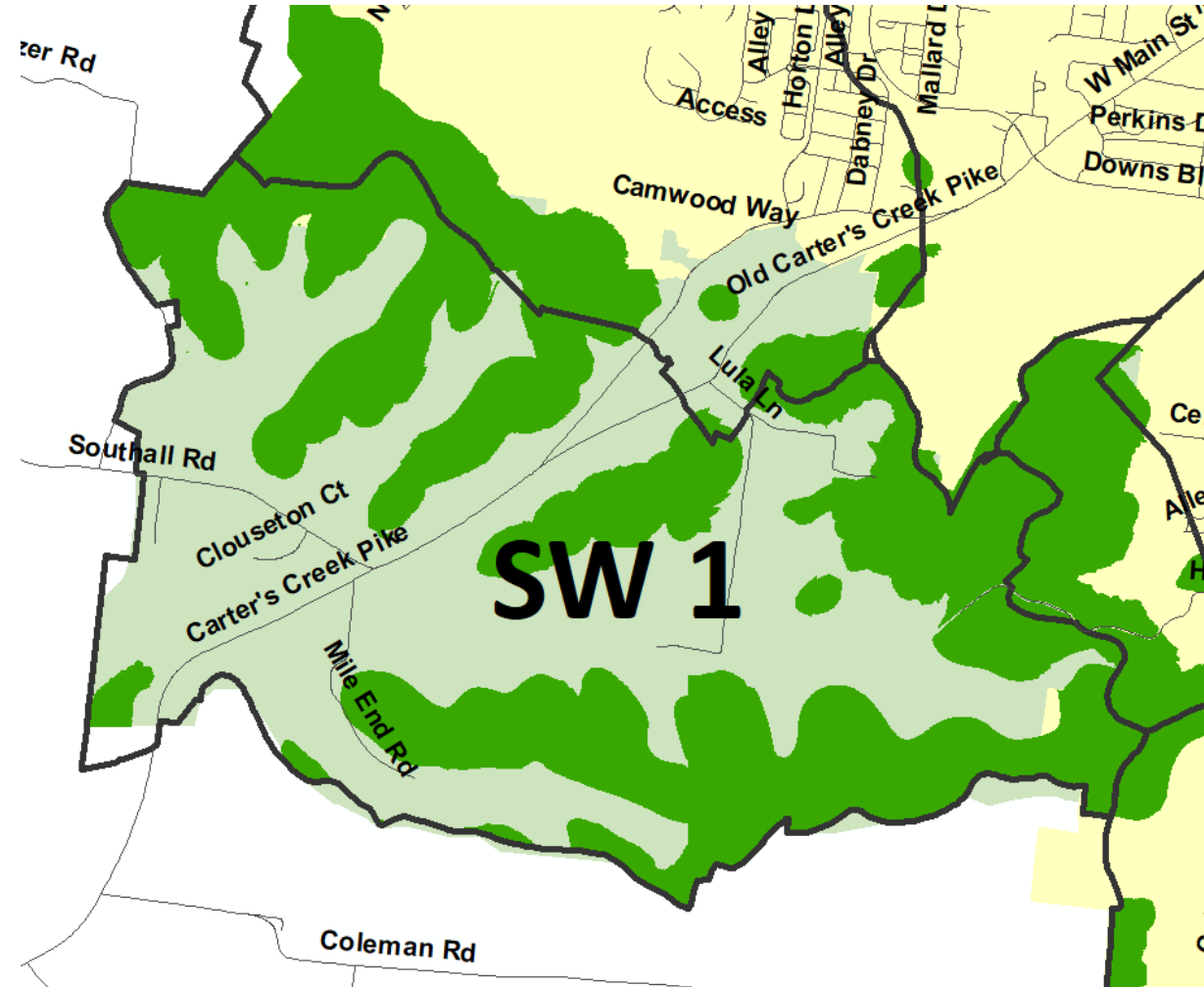
SW 4 Basin



Long-Term Capability

- Development Potential:
 - Limited developable area (1,280 acres) due to hillsides and hilltops
- Future Land Use:
 - Residential
- Sewer Service:
 - Gravity sanitary sewer not possible
 - Significant extension needed (pump station, 1-mile force main, plus upgrades to existing lines)
- Road Infrastructure:
 - Minimal existing road network
 - Carters Creek Pike is long-term (up to State)
 - Horton Lane minor collector/developer driven
- Emergency Services:
 - Extended response times and hydrant and water supply issues with existing Fire Stations 8 and 1.
 - Would need a new Fire Station to serve over 400 dwellings.

SW 1 Basin

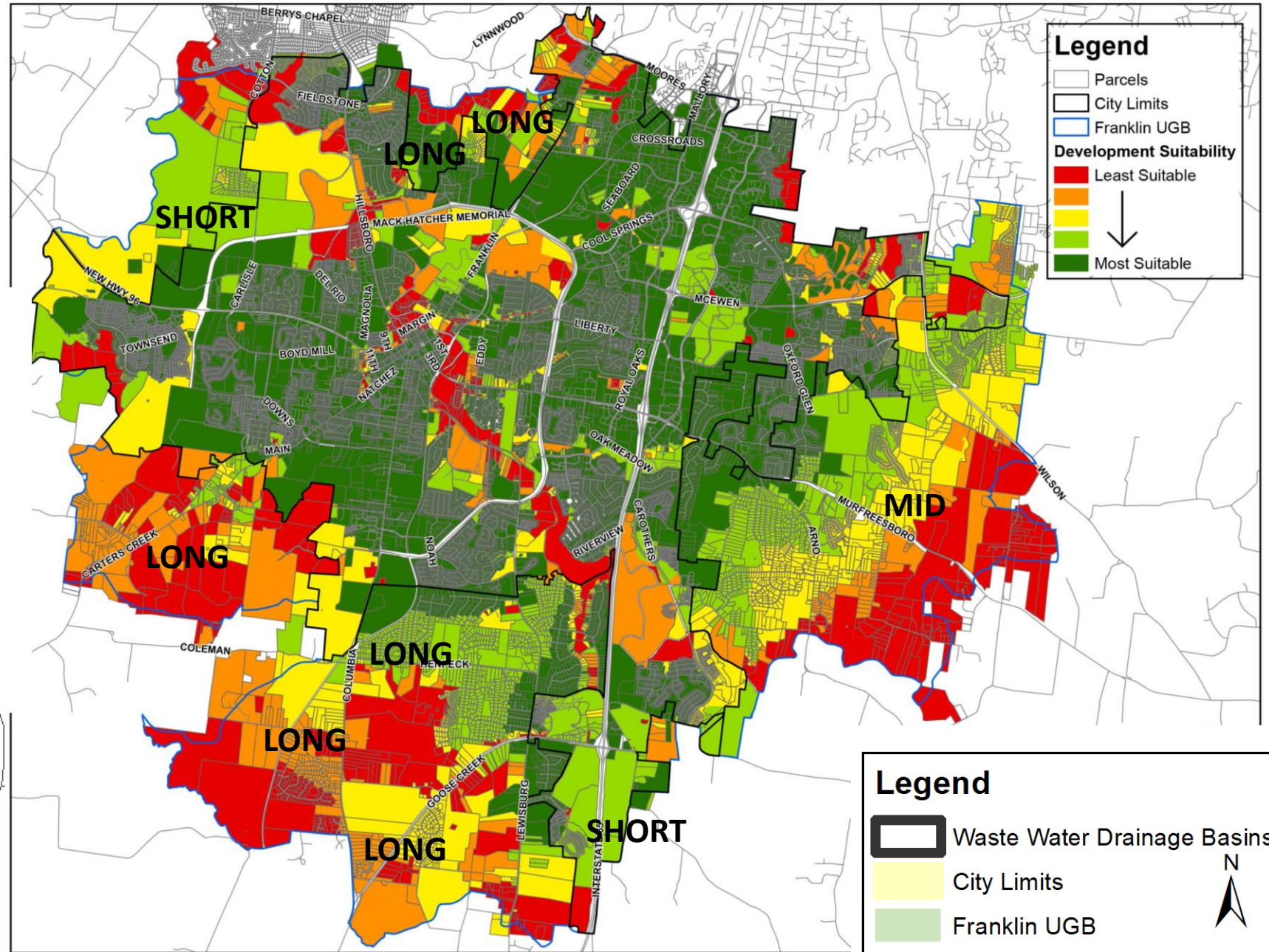


Basin	Developable Acreage in UGB	Sewer Capability	Road Infrastructure	Fire Service	Annexation Capability
Goose Creek	1,800 ac in UGB 2,115 ac beyond	Gravity sewer, nearby, Major extension + investment already made	Pratt Lane Carothers Pkwy Long Lane Overpass Peytonsville Rd Lewisburg Pk	Existing station would serve	Short
West	1,600 ac	Planned pump station	Mack Hatcher Del Rio	Existing station would serve	Short
Mayes Creek	3,500 ac in UGB 4,350 ac beyond	Gravity sewer Major extension/ investment needed	Murfreesboro Rd McEwen Drive Wilson Pike Arno Road Liberty Pike	New station needed	Mid
SW1	1,280 ac	No gravity sewer	Carters Creek Pk Horton Ln	New station needed	Long
SW2	1,500 ac	No gravity sewer	Columbia Pk	Response time/water supply issues	Long
SW3	1,050 ac	No gravity sewer	Goose Creek Bypass Columbia Pk	Response time/water supply issues	Long
SW4	230 ac	No gravity sewer	Columbia Pk Henpeck Lane	Response time/water supply issues	Long
Spencer Creek	580 ac	None planned	Berry’s Chapel intersection	Response time/water supply issues	Long
Central Franklin	0 ac	None planned	None planned	Response time/water supply issues	Long Page 68 of 153

Annexation Capabilities

Short-, Mid-, or Long-Term Capability Classification based on:

1. Developable acreage
2. Future land use
3. Ability to provide services
4. Magnitude of investment



Discussion on Annexation Capabilities

30 minutes

Thoughts on the annexation capabilities by basin?

Does the BOMA want to consider an annexation policy?

Should the City study investment decisions further?

What is likely to happen if the City does not annex?



File #: 20-0869

DATE: July 22, 2020
TO: Board of Mayor and Alderman
FROM: Emily Wright, Planning Director
Amy Diaz-Barriga, Planning Supervisor
Joseph Bryan, Principal Planner

SUBJECT:

Consideration Of Resolution 2020-116, A Resolution Adopting A Plan Of Services For The Annexation Of Several Properties, Located South Of Long Lane, East Of Interstate 65, Outside Of The Southeastern Part Of The Franklin Urban Growth Boundary (UGB), By The City Of Franklin, Tennessee.
FMPC 7/23/20, 8-0

PURPOSE:

PROJECT INFORMATION

COF Project Number: 7209
Applicant: Greg Gamble, GDC
Owners: Randall Ray Baskin, III, Heath & Jennifer Adams, Kenneth & Annona Groves, Thomas Beasley, Jerry Samuel Lee, Jr., Jon & Kathy Yarbrough, Reedy Family Trust, David E. & Mona F. Brown

BACKGROUND/STAFF COMMENTS:

The City has received annexation requests for 9 properties in the Goose Creek Basin that are located outside the Franklin Urban Growth Boundary (UGB). In order for these properties to be annexed, a referendum of the owners of the properties to be annexed must be held pursuant to Tennessee Code Annotated (T.C.A.). The referendum was discussed at the April 28, 2020 BOMA Work Session. BOMA will vote on September 8, 2020 at a public hearing on whether to request a referendum for annexation of the 9 properties. Should the referendum occur, the election is proposed to be held on November 3, 2020 in conjunction with the State General Election.

Resolution 2020-116 is a City of Franklin drafted plan of services for the 9 properties being considered as part of the proposed referendum for annexation, Resolution 2020-115. The Plan of Services outlines how infrastructure will need to be provided to serve the 9 properties of approximately 340 acres, should the BOMA decide to hold a referendum and should the referendum pass. If the referendum passes, the annexation would become effective 30 days after the certification of the election. This Plan of Services is drafted to be contingent upon the certification of the election for annexation and take effect 30 days after the certification of the election to line up with the effective date of the annexation.

In terms of the Plan of Services, water is located within the Milcrofton Utility District. Water availability, adequate fire flow and pressure must be approved prior to development on any of the parcels. The extension of reclaimed water infrastructure will be required to be extended to serve any

property pending jurisdiction of this area for reclaimed water.

The property is within the Goose Creek and Mayes Creek Sewer Basins. The owner of each property shall be required to extend the sanitary sewer mains and interceptors necessary to provide service to the property. These mains and interceptors shall be sized according to the expected demands of development in these basins as determined by a sanitary sewer study.

Access to the property shall be provided from various existing roadways within the region. As properties develop, road improvements and road extensions shall be required in accordance with Connect Franklin. No additional manpower or equipment will be necessary for either Fire or Police Protection.

Since these parcels lie outside of the UGB, the Planning Commission will need to amend Envision Franklin to include these parcels in the document, including assigning them appropriate Design Concepts, after annexation.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-116.

RESOLUTION 2020-116

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF SEVERAL PROPERTIES, LOCATED SOUTH OF LONG LANE, EAST OF INTERSTATE 65, OUTSIDE OF THE SOUTHEASTERN PART OF THE FRANKLIN URBAN GROWTH BOUNDARY (UGB), BY THE CITY OF FRANKLIN, TENNESSEE.

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

WHEREAS, the property owners as listed below petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee (City), to annex nine (9) parcels, containing 340 +/- acres, located outside of the Franklin Urban Growth Boundary (UGB); and

WHEREAS, the Properties are located south of Long Lane and east of Interstate 65, as described herein and as depicted on the Map attached hereto as Exhibit A:

Map	Parcel	Acreage	Address	Owner
106	179.01	1.40	4339 Long Lane	Randall Ray Baskin, III
117	33.02	8.36	4478 Peytons ville Road	Heath & Jennifer Adams
117	33.03	4.36	4482 Peytons ville Road	Kenneth & Annonsa Groves
117	33.05	4.65	4484 Peytons ville Road	Kenneth Groves
117	38.00	189.0	4540 Peytons ville Road	Thomas Beasley
117	44.00	11.4	4501 Peytons ville Road	Jerry Samuel Lee, Jr.
117	45.01	56.4	4431 Dyke Bennett Road	Jon & Kathy Yarbrough
117	45.02	29.69	4460 Peytons ville Road	Reedy Family Trust
117	45.03	35.00	4511 Peytons ville Road	David E. & Mona F. Brown
		340.53	TOTAL ACRES	

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

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

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

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

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

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

SECTION I. Pursuant to the provisions of T.C.A. §§ 6-51-102 and 6-51-104 (d) (4), as amended, there is hereby adopted, for the area bounded as described above, the following Plan of Services:

The Properties are located south of Long Lane and east of Interstate 65, as described herein and as depicted on the Map attached hereto as Exhibit A:

Map	Parcel	Acreage	Address	Owner
106	179.01	1.40	4339 Long Lane	Randall Ray Baskin, III
117	33.02	8.36	4478 Peytons ville Road	Heath & Jennifer Adams
117	33.03	4.36	4482 Peytons ville Road	Kenneth & Annon sa Groves
117	33.05	4.65	4484 Peytons ville Road	Kenneth Groves
117	38.00	189.0	4540 Peytons ville Road	Thomas Beasley
117	44.00	11.4	4501 Peytons ville Road	Jerry Samuel Lee, Jr.
117	45.01	56.4	4431 Dyke Bennett Road	Jon & Kathy Yarbrough
117	45.02	29.69	4460 Peytons ville Road	Reedy Family Trust
117	45.03	35.00	4511 Peytons ville Road	David E. & Mona F. Brown
		340.53	TOTAL ACRES	

A. Water

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

B. Reclaimed Water

1. According to the City of Franklin's Municipal Code, reclaimed water systems shall be extended to a development if the development is located within 1,000 feet of an existing reclaimed water line.
2. In the case of these Properties, an extension of reclaimed water infrastructure will be required to serve any developing Property pending jurisdiction of this area for Reclaimed Water.

C. Wastewater

1. The proposed development of the Properties is anticipated to construct only after the property is rezoned at a later date, to a City zoning district matching their proposed development plans.
2. The Owner of each property shall be required to extend the sanitary sewer mains and interceptors necessary to provide service to the Property.

3. The sanitary sewer mains and interceptors shall be sized according to the expected demands of development in the sewer basins being served by said infrastructure, as determined by a sanitary sewer study deemed acceptable by the City of Franklin.
4. The Owner shall be required to submit engineering calculations to determine final sizing requirements.
5. The Owner shall be required to provide Engineering design, construction, easements, rights-of-way and the costs associated with the on-site sanitary sewer infrastructure required to serve the development of this Property.
6. The Owner shall be responsible for the payment of fees per the policies and procedures outlined in Franklin Municipal Code.

D. Stormwater

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

E. Streets

1. Emergency maintenance of streets will begin on the effective date of annexation.
2. Reconstruction and resurfacing of streets, routine maintenance, and installation of storm drainage will be accomplished under existing City policies.
3. Access to the Property shall be provided from Peytonsville Road and the future extension of Carothers Parkway. An alignment study and traffic impact analysis is needed at the development plan stage to address roadway widths and access management for this region.
4. Unless waived by the Franklin Engineering Department, the Owner of the Property shall be required to submit a traffic impact study prior to submitting a development plan for review and approval. The exact scope associated with this traffic impact study shall be determined prior to submittal of the development plan. Required street improvements shall be determined as part of the plan. The roadways constructed as part of this development shall comply with City Street Standards.

F. Traffic Control

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

G. Street Lighting

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

- H. Street Name Signs
1. No additional street name signs in the area have been deemed necessary.
 2. New development shall install street name signs per City policy.
- I. Fire Protection
1. Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on and after the effective date of annexation.
 2. No additional manpower or equipment will be necessary to serve the annexation area at this time.
- J. Planning and Zoning
1. The planning and zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
 2. Upon annexation, the Planning Commission will amend Envision Franklin to include these parcels into the document, including assigning Design Concepts for all parcels.
 3. Upon annexation, the Property will be zoned by the Board of Mayor and Aldermen to a Zoning District and any applicable Overlay Zoning District(s), pursuant to the requirements of the Franklin Zoning Ordinance. If the Owner has requested the Planned District, they shall be required to submit a Development Plan, pursuant to the Franklin Zoning Ordinance.
- K. Parks and Recreation
1. The benefit and use of the recreational facilities and programs provided by the Parks Department will be available on and after the effective date of the annexation. Recreational facilities and programs will be provided with existing personnel, facilities and resources.
 2. New development in the annexed area shall comply with the City of Franklin Parkland Dedication Ordinance.
- L. Police Protection
1. Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation.
 2. Police services will be provided with existing personnel and equipment.
- M. Building and Code Inspection Services
1. Building and code inspection services will begin in the annexed area on and after the effective date of the annexation.
 2. New development in the annexed area shall comply with adopted City Building Codes, pay the applicable fees, and obtain the required permits for inspection services.
- N. Garbage and Recycling Pickup and Environmental Services
1. The Sanitation and Environmental Services Department will begin providing services in the annexed area on and after the effective date of the annexation in accordance with adopted City requirements.
 2. *** ALTERNATE LANGUAGE FOR NON-RESIDENTIAL / APARTMENTS / INSTITUTIONAL USES*** The Sanitation and Environmental Services Department will begin providing services in the annexed area on and after the effective date of the annexation in accordance with adopted City requirements. The Owner does not have to use the City as a provider, but the Owner shall be responsible for providing refuse collection services as a matter of public health. The Owner shall present a plan for service for refuse collection services for approval

by the Sanitation and Environmental Services Department, and shall be required to install required dumpster enclosures if dumpsters will be used for holding refuse between scheduled service days.

3. No additional manpower or equipment will be necessary to serve the annexation area at this time.

SECTION II. This Resolution shall be contingent upon the certification of the election for annexation and take effect 30 days after the certification of the election.

ADOPTED THIS _____.

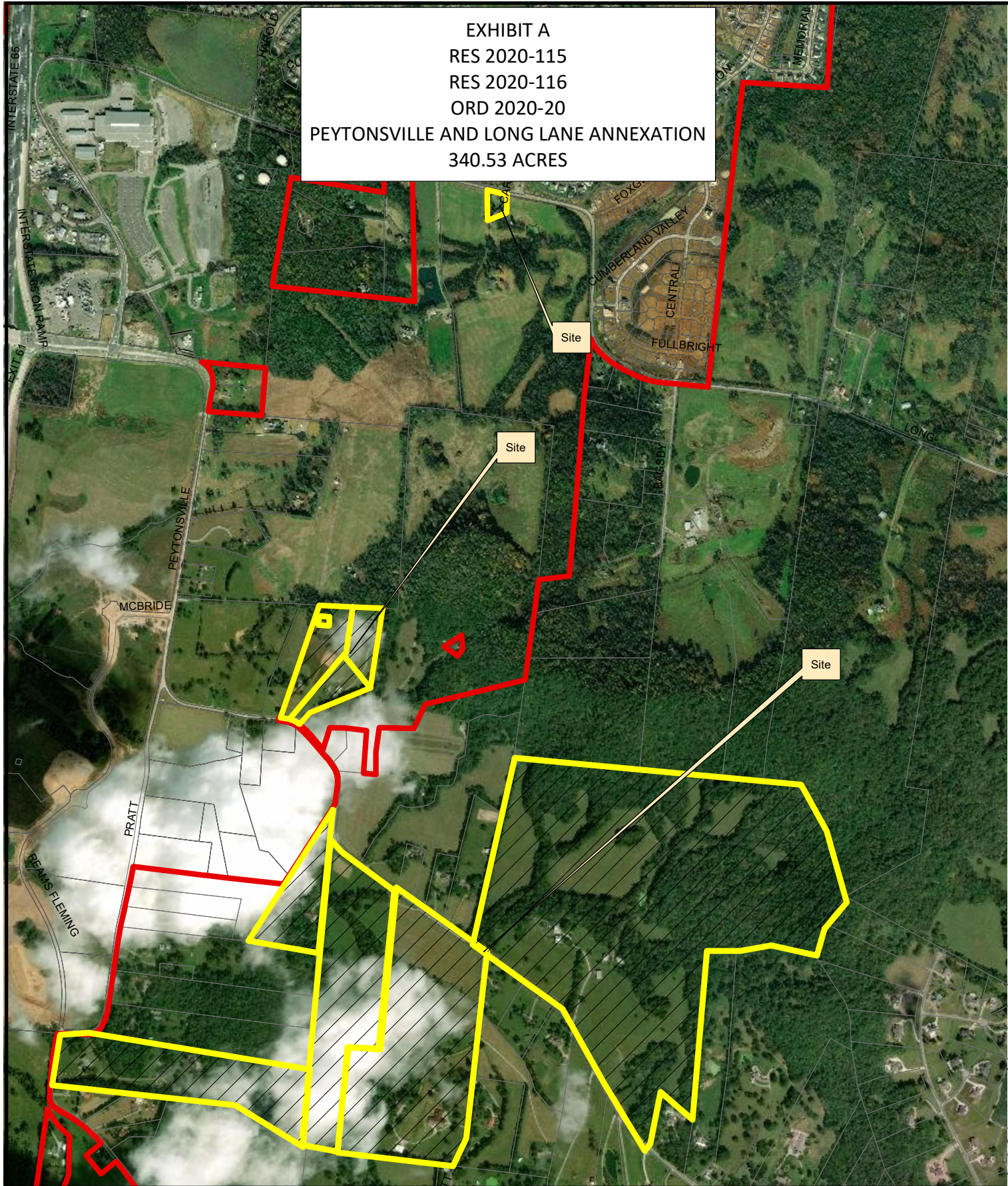
ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to form by:

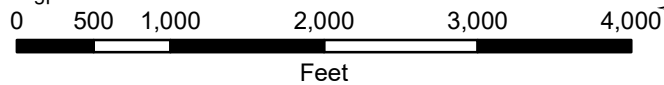
Sauna R. Billingsley
City Attorney

EXHIBIT A
RES 2020-115
RES 2020-116
ORD 2020-20
PEYTONSVILLE AND LONG LANE ANNEXATION
340.53 ACRES



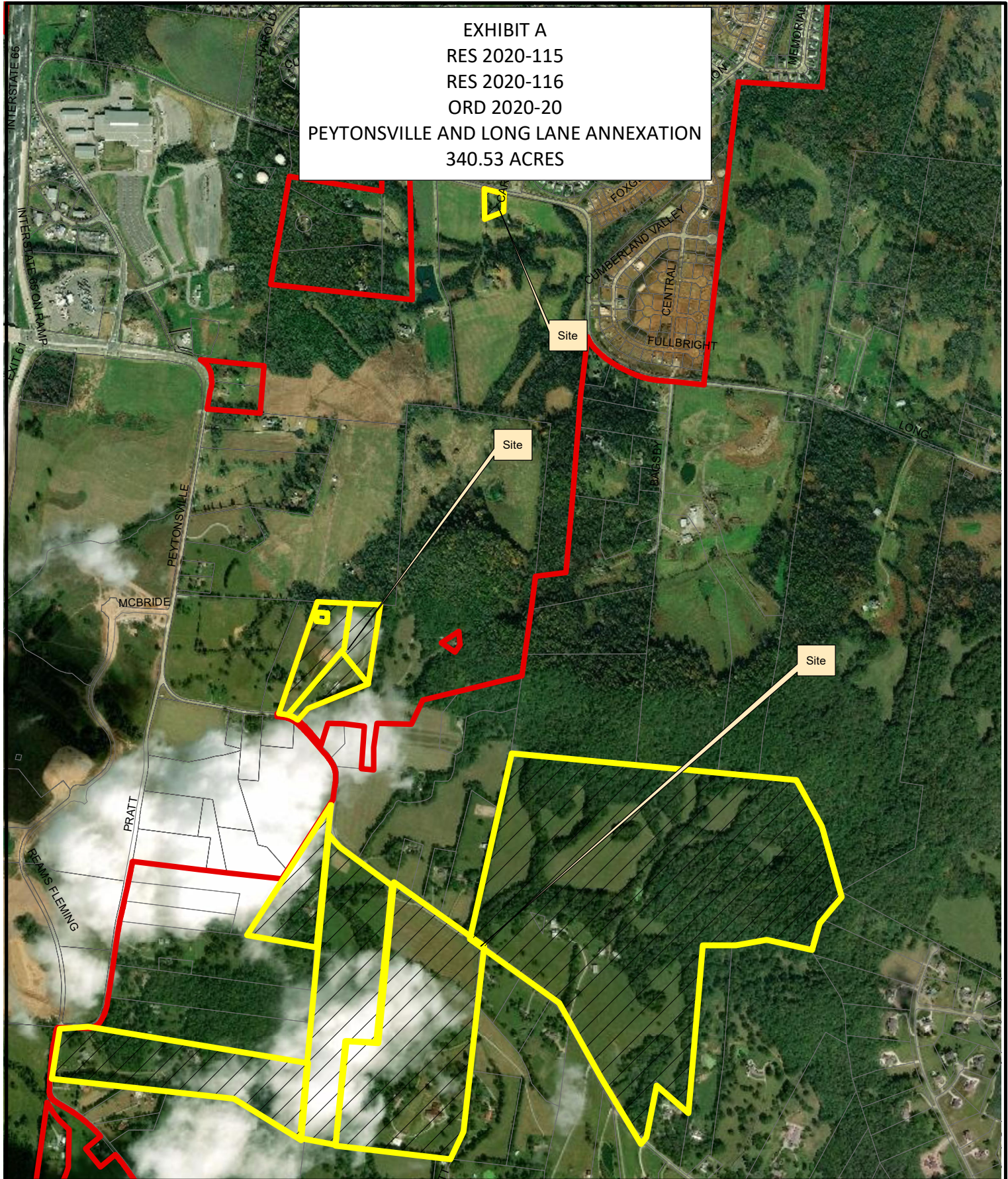
Legend

-  Peytonsville & Long Ln Annexation
-  Existing City Limits
-  parcelsgpdata



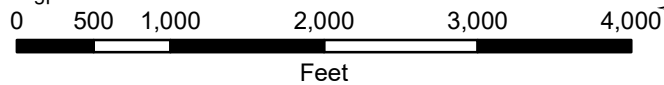
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EXHIBIT A
 RES 2020-115
 RES 2020-116
 ORD 2020-20
 PEYTONSVILLE AND LONG LANE ANNEXATION
 340.53 ACRES



Legend

- Peytonsville & Long Ln Annexation
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Annexation by Referendum Timeline		
Monday, March 2	Applicant completes application in IDT for Annexation initiation; provides owner affidavits and parcel descriptions of all properties included in request	2 months for staff to prepare RES Proposed Annexation by Referendum, DRAFT Plan of Services
Tuesday, April 28	BOMA Worksession	Discussion to consider the Proposed Annexation by Referendum
Tuesday, May 26	BOMA Public Hearing	RES Proposed Annexation by Referendum and DRAFT Plan of Services
Monday, June 2	Initial Submittal	Staff prepares RES Annexation by Referendum, RES Plan of Services, ORD Zone properties
Thursday, July 23	FMPC	Recommendation to BOMA on annexation by referendum, POS, and Zoning
Tuesday, August 11	BOMA Worksession and BOMA regular meeting (1 st Reading)	Discussion to consider Annexation by Referendum, and associated Plan of Services and Zoning; 1 st reading of Annexation and Zoning items
Tuesday, September 8	BOMA Public Hearing	RES Annexation by Referendum (56 days prior to referendum date; must be 30-60 days) RES Plan of Services ORD Zone properties
Tuesday, September 22	BOMA 3 rd Reading	ORD Zone properties
Tuesday, November 3	State General Election; vote on referendum	
30 days after certification of election results		Annexation, Plan of Services and Zone properties become effective



File #: 20-0870

DATE: July 22, 2020
TO: Board of Mayor and Alderman
FROM: Emily Wright, Planning Director
Amy Diaz-Barriga, Planning Supervisor
Joseph Bryan, Principal Planner

SUBJECT:

*Consideration Of Ordinance 2020-20, An Ordinance To Zone 340 Acres Estate Residential (ER) District, For Several Properties Located South Of Long Lane And East Of Interstate 65.
FMPC 7/23/20, 8-0

PURPOSE:

PROJECT INFORMATION

COF Project Number: 7209

Applicant: Greg Gamble, GDC

Owners: Randall Ray Baskin, III, Heath & Jennifer Adams, Kenneth & Annona Groves, Thomas Beasley, Jerry Samuel Lee, Jr., Jon & Kathy Yarbrough, Reedy Family Trust, David E. & Mona F. Brown

BACKGROUND/STAFF COMMENTS:

The City has received annexation requests for 9 properties in the Goose Creek Basin that are located outside the Franklin Urban Growth Boundary (UGB). In order for these properties to be annexed, a referendum amongst the owners of the properties to be annexed must be held pursuant to Tennessee Code Annotated (T.C.A.). The referendum was discussed at the April 28, 2020 BOMA Work Session. BOMA will vote on September 8, 2020 at a public hearing on whether to request a referendum for the annexation of the 9 properties. Should the referendum occur, the election is proposed to be held on November 3, 2020 in conjunction with the State General Election.

Ordinance 2020-20 would zone the 9 properties being considered as part of the proposed referendum for annexation, Resolution 2020-115, to Estate Residential (ER), should the BOMA decide to hold a referendum and should the referendum pass. If the referendum passes, the annexation would become effective 30 days after the certification of the election. This Ordinance to Zone to ER is drafted to be contingent upon the certification of the election for annexation and take effect 30 days after the certification of the election to line up with the effective date of the annexation.

The parcels identified within this request are not identified within Envision Franklin, as they are outside the Urban Growth Boundary (UGB). As the decision to annex these parcels is regulated by a proposed referendum, Resolution 2020-115, it is appropriate to prepare a zoning district for the parcels should the referendum for annexation pass. Staff feels that the zoning district assigned to these parcels should be as close to their current entitlements of the County zoning as possible.

The current zoning within the County is Rural Development-1 (RD-1). RD-1 protects the rural character of Williamson County east of I-65 but also allows for low-density residential development where appropriate infrastructure is available. This district is also intended to support agricultural uses that are more prevalent in the eastern areas of the County. In comparison, Estate Residential provides for very low density detached residential development on large lots, but also permits agricultural uses.

Since these parcels lie outside of the UGB, the Planning Commission will need to amend Envision Franklin to include these parcels in the document, including assigning them appropriate Design Concepts, after annexation. Future rezoning requests should then comply with the amended Envision Franklin.

Project Considerations

Project Considerations are not conditions of this approval, but are intended to highlight issues that should be considered in the overall site design or may be required when more detailed plans are submitted for review. These items are not meant to be exhaustive and all City requirements and ordinances must be met with each plan submittal.

RD-1 allows a maximum gross density of 1 dwelling unit per acre, and a minimum lot size of 43,560 square feet (1 acre). Estate Residential allows for a maximum gross density of 1 dwelling unit per 2 acres, and a minimum lot size of 45,000 square feet. Rezoning of the property to a higher intensity can be considered once Envision Franklin is amended and once a master plan for the properties is proposed to the City.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2020-20.

ORDINANCE 2020-20

AN ORDINANCE TO ZONE 340 ACRES ESTATE RESIDENTIAL (ER) DISTRICT, FOR SEVERAL PROPERTIES LOCATED SOUTH OF LONG LANE AND EAST OF INTERSTATE 65.

WHEREAS, several property owners, depicted below and on Exhibit B, (Owner(s)) of property located south of Long Lane and east of Interstate 65, as listed below an on Exhibit A (Property) petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee (City), to annex Property adjoining the City limits and located within the Franklin Urban Growth Boundary (UGB); and

WHEREAS, the BOMA has adopted a Plan of Services as described in Resolution 2020-116, and annexed the property through referendum held on November 3, 2020; and

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

WHEREAS, the Estate Residential (ER) district, provides zoning for land uses compatible with both the existing use of the property and the surrounding development; and

WHEREAS, the appropriate Overlay Districts will be assigned after the area can be studied by the Planning and Sustainability Department, and the land can be included in Envision Franklin; and

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

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

SECTION I. That the following described Property shall be, and is hereby, zoned Estate Residential (ER) District:

PREMISES CONSIDERED

Map	Parcel	Acreage	Address	Owner
106	179.01	1.40	4339 Long Lane	Randall Ray Baskin, III
117	33.02	8.36	4478 Peytons ville Road	Heath & Jennifer Adams
117	33.03	4.36	4482 Peytons ville Road	Kenneth & Annon sa Groves
117	33.05	4.65	4484 Peytons ville Road	Kenneth Groves
117	38.00	189.0	4540 Peytons ville Road	Thomas Beasley
117	44.00	11.4	4501 Peytons ville Road	Jerry Samuel Lee, Jr.
117	45.01	56.4	4431 Dyke Bennett Road	Jon & Kathy Yarbrough
117	45.02	29.69	4460 Pratt Lane	Reedy Family Trust
117	45.03	35.00	4511 Peytons ville Road	David E. & Mona F. Brown
		340.53	TOTAL ACRES	

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

SECTION III: The zoning shall be effective contingent on the certification of the election (referendum) and shall be effective 30 days after the certification of the election to coincide with the timing of the annexation.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Sauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

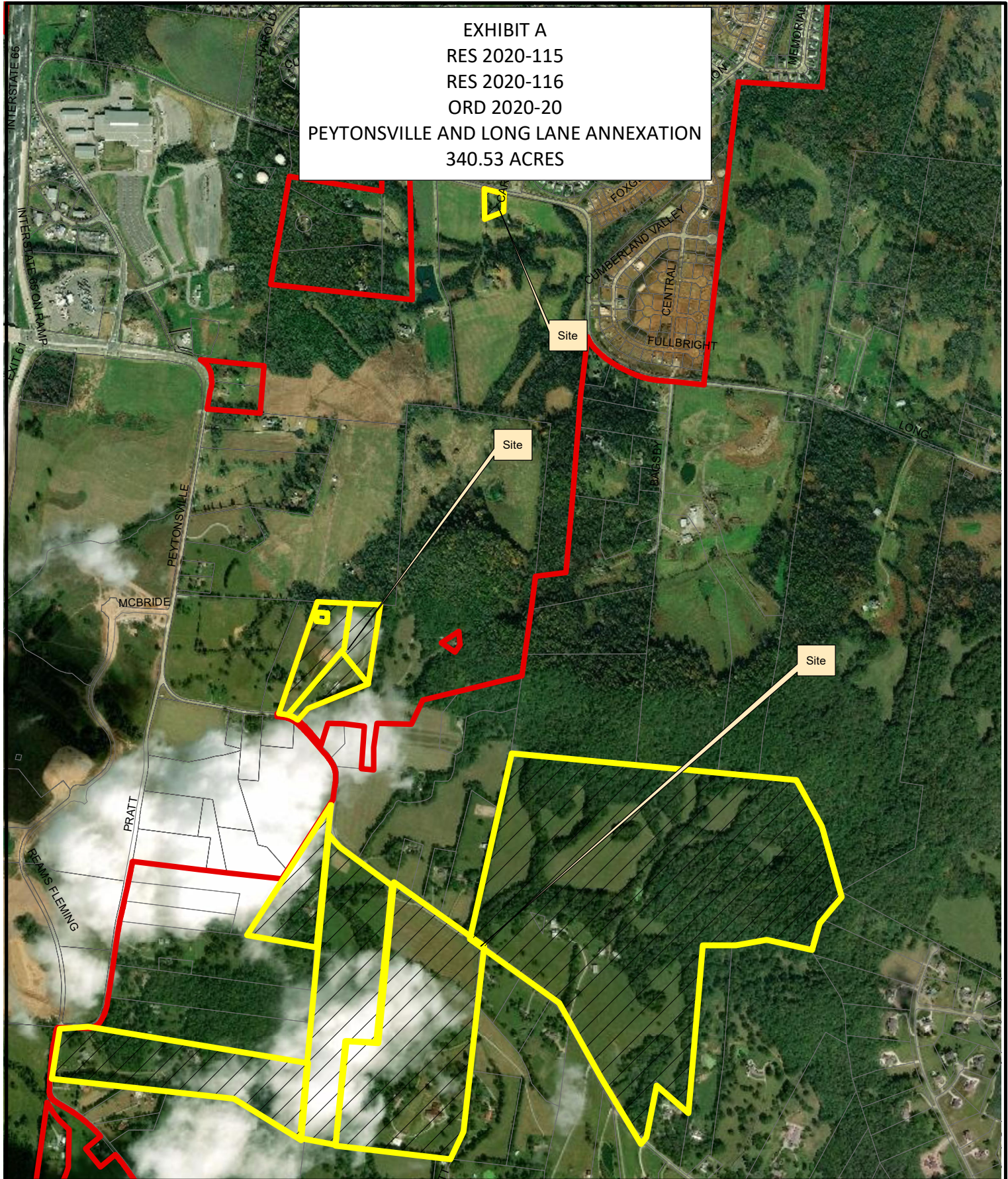
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

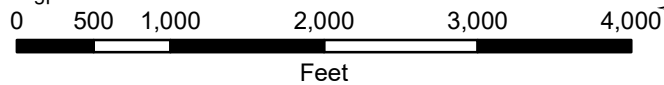
PASSED THIRD READING:

EXHIBIT A
RES 2020-115
RES 2020-116
ORD 2020-20
PEYTONSVILLE AND LONG LANE ANNEXATION
340.53 ACRES



Legend

- Peytonsville & Long Ln Annexation
- Existing City Limits
- parcelsgpdata

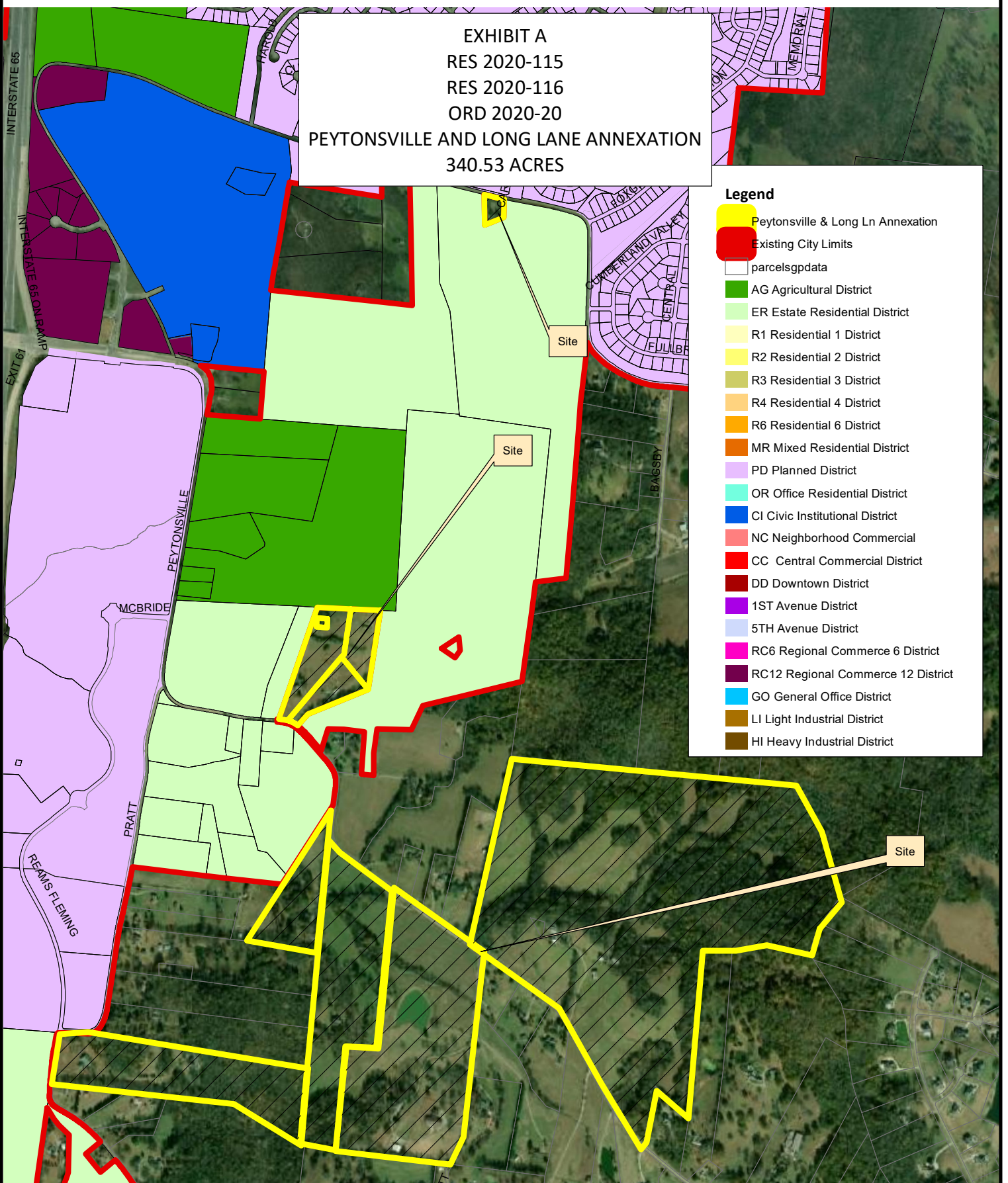


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EXHIBIT A
RES 2020-115
RES 2020-116
ORD 2020-20
PEYTONSVILLE AND LONG LANE ANNEXATION
340.53 ACRES

Legend

- Peytonsville & Long Ln Annexation
- Existing City Limits
- parcelsgdata
- AG Agricultural District
- ER Estate Residential District
- R1 Residential 1 District
- R2 Residential 2 District
- R3 Residential 3 District
- R4 Residential 4 District
- R6 Residential 6 District
- MR Mixed Residential District
- PD Planned District
- OR Office Residential District
- CI Civic Institutional District
- NC Neighborhood Commercial
- CC Central Commercial District
- DD Downtown District
- 1ST Avenue District
- 5TH Avenue District
- RC6 Regional Commerce 6 District
- RC12 Regional Commerce 12 District
- GO General Office District
- LI Light Industrial District
- HI Heavy Industrial District



0 500 1,000 2,000 3,000 4,000
Feet



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Annexation by Referendum Timeline		
Monday, March 2	Applicant completes application in IDT for Annexation initiation; provides owner affidavits and parcel descriptions of all properties included in request	2 months for staff to prepare RES Proposed Annexation by Referendum, DRAFT Plan of Services
Tuesday, April 28	BOMA Worksession	Discussion to consider the Proposed Annexation by Referendum
Tuesday, May 26	BOMA Public Hearing	RES Proposed Annexation by Referendum and DRAFT Plan of Services
Monday, June 2	Initial Submittal	Staff prepares RES Annexation by Referendum, RES Plan of Services, ORD Zone properties
Thursday, July 23	FMPC	Recommendation to BOMA on annexation by referendum, POS, and Zoning
Tuesday, August 11	BOMA Worksession and BOMA regular meeting (1 st Reading)	Discussion to consider Annexation by Referendum, and associated Plan of Services and Zoning; 1 st reading of Annexation and Zoning items
Tuesday, September 8	BOMA Public Hearing	RES Annexation by Referendum (56 days prior to referendum date; must be 30-60 days) RES Plan of Services ORD Zone properties
Tuesday, September 22	BOMA 3 rd Reading	ORD Zone properties
Tuesday, November 3	State General Election; vote on referendum	
30 days after certification of election results		Annexation, Plan of Services and Zone properties become effective



File #: 20-0889

DATE: June 30, 2020
TO: Board of Mayor and Alderman
FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development

SUBJECT:

Consideration Of Revised Expansion Plans And Lease Expectations For Cheekwood Golf Club Of The City-Owned Property Located On The Southwest Corner Of The Mack Hatcher Parkway/Spencer Creek Drive Intersection.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status of the Cheekwood Golf Club expanding onto the City(Water and Wastewater Utility) owned parcel located on the southwest corner of the Mack Hatcher Parkway and Spencer Creek Drive intersection.

BACKGROUND/STAFF COMMENTS:

On September 26, 2017, the Board of Mayor and Aldermen approved Resolution 2017-72 that selected the Cheekwood Golf Course (Cheekwood) as the entity to develop the approximately 54-acre City's Water and Wastewater Utility owned parcel located on the southwest corner of Mack Hatcher Parkway and Spencer Creek Drive. Since that time, City staff have met several times with representatives of the Cheekwood team to discuss the development approval process, discuss development related issues, and lease expectations. Cheekwood has recently submitted a revised site plan (Lease Book) that reflects their use of this parcel which includes the renovation of their existing property north of Mack Hatcher Parkway.

While the site plan and information included in the Lease Book (dated July 16, 2020) does not offer sufficient detail for staff to perform a thorough review, several representatives of the City's Department Review Team did conduct a cursory review and have provided several observations, many of which had been provided during previous meetings on earlier iterations of the Cheekwood plan. Staff comments are attached in the document titled, "Cheekwood Cursory Review Comments July 28, 2020." In summary, in addition to a Development Plan having to be submitted for consideration, the property would need to be rezoned. The applicant has stated in the Lease Book that no Modification of Standards would be required to implement this plan. During the cursory review, staff has determined that unless the site, as proposed, is not modified several Modification of Standards would likely require consideration by the BOMA.

FINANCIAL IMPACT:

The BOMA recently requested the State Legislature authorize the City to amend its City Charter to allow the term of land leases for City-owned property to be up to 50 years. The State Legislature has approved this request and Governor Lee has signed the Charter Change. The City Charter change is

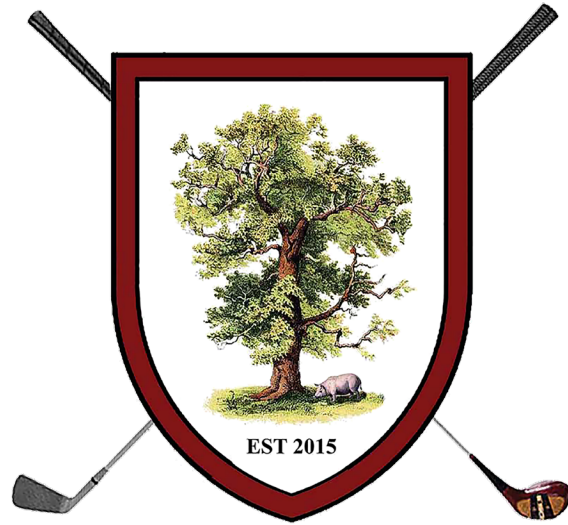
being considered by the BOMA as their August 11, 2020 meeting.

In Cheekwood's initial proposal back in 2017, Cheekwood representatives committed to an initial annual lease payment of \$ 72,900. Staff had requested an update on the their expected lease arrangements and related expectations for the Worksession discussion but has not received the requested information.

Another important consideration of any lease arrangement, includes ensuring the Water and Wastewater Utility, who owns the property, is compensated in accordance with acceptable government accounting practices.

RECOMMENDATION:

Cheekwood and City staff seek guidance on how to proceed. If the BOMA is inclined to allow the Cheekwood team to proceed with its latest plan, staff recommends Resolution 2017-72 be amended and replaced with a new Resolution for consideration by the BOMA to ensure the redevelopment of the property proceeds in a timely manner and, in accordance with the Lease Book and plan(which states no Modifications of Standards would be needed to develop the property). Staff recommends the amended Resolution require Cheekwood to submit a Development Plan, request for re-zoning, and draft Lease Agreement together to be reviewed and considered simultaneously. Furthermore, it is recommended the Development, request for re-zoning, and Lease Agreement be submitted no later than December 14, 2020 in accordance with the City's published development review process and calendar.



CHEEKWOOD

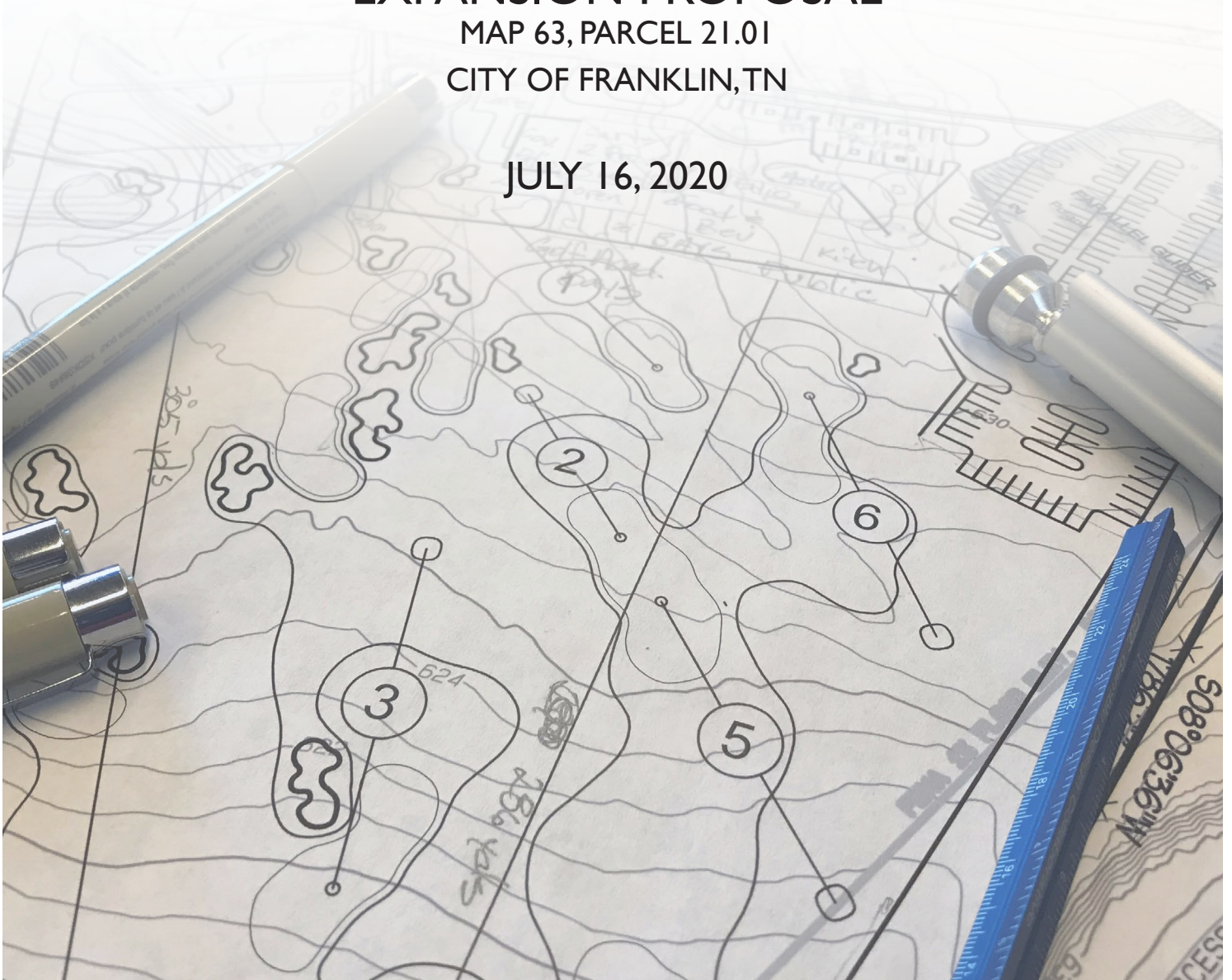
— Golf Club —

EXPANSION PROPOSAL

MAP 63, PARCEL 21.01

CITY OF FRANKLIN, TN

JULY 16, 2020



THE CHEEKWOOD GOLF CLUB EXPERIENCE

Cheekwood Golf Club strives to deliver an exceptional golf experience that consistently exceeds the expectations of those it serves, while preserving Franklin's heritage, traditions and intimate culture. Cheekwood's expansion from its existing course to the 54-acre property owned by the City of Franklin will result in a much needed a high-tech modern golf course, clubhouse and training academy.

The regulation 9-hole golf course will offer a firm but fair test for golfers of all ages and skill levels, while the 6-hole par three course—which features synthetic turf as the tees, greens, and fairways—will be a great environment for junior golfers as they learn the game's rules and etiquette.

The Cheekwood Golf Instruction Center will be staffed by PGA golf professionals who are enthusiastic about their chosen sport and will focus on teaching students to develop swings that last for a lifetime of enjoyment. CGIC will include three covered hitting bays for individual leading-edge technology instruction and club fitting. The golf shop will offer the latest in golf equipment technology and fashion apparel in an environment of personalized service.

The practice facility will have 22 uncovered hitting stations scheduled to include Trackman Range technology and 48-60 covered hitting stations scheduled to have Doppler radar technology, enabling year-round practice with numerous types of shots golfers may encounter on the course. Three practice putting greens will be available to our guests: an approximately 1.5 acre putting course; two practice pitching/chipping greens with four practice greenside bunkers; and a fairway practice bunker.

As is the case with virtually every golf club in America, Cheekwood's clubhouse will offer guests food and beverages, as well as a number of rooms to host social, business, community and dining events. The restaurant hopes to offer some of Franklin's best cuisine with a dining room that has scenic views and a family oriented atmosphere.

CHEEKWOOD GOLF CLUB

As of Summer 2015 Cheekwood has undergone new ownership, bringing about many renovations. Since that point membership has doubled and continues to grow.

For the past two years, Cheekwood Golf Club has been working on expansion plans for city-owned land in the Spencer Creek area. To date, Cheekwood's investment in creating a high-tech modern golf course, clubhouse and training academy on this land is approximately \$420,000.

OWNERSHIP

The Cheekwood owner group includes:

- Jo Dee Prichard and Thomas Pierce, local entrepreneurs, financial investors, and land developers
- J. Todd Jester, golf course architect, designer, and course renovator

SITE DATA

Zoning Request:
Principal Use:
Accessory Uses:

CI - Active Recreation
Golf Training & Driving Range
Restaurant
Banquet Hall
Pro Shop
Office
Maintenance
Golf Cart Storage

Mack Hatcher Scenic Corridor:
Historic Buffer Yard:
Setbacks
Side Yard:
Rear Yard:

150'
30' (Farmfield Boundary)

10'
25'

Max Building Height:
Required Landscape Surface Ratio:
Required Open Space:

3-Stories
40%
5%

Mack Hatcher Landscape Buffer
(Requirements per 100 ft):

Canopy Trees:
Understory Trees:
Shrubs:

16 (min 50% evergreen)
6 (min 50% evergreen)
80 (min 75% evergreen)

APPLICANT CONTACT INFORMATION

J. Todd Jester
615.794.8223
todd@jestergolf.com

Greg Gamble
Gamble Design Collaborative
615.975.5765
greg.gamble@gdc-tn.com

REVISED MASTER PLAN

The Master Plan has been revised based on due diligence and city staff input. The goal of the Master Plan is to provide a top-of-the-line 9-hole championship course, practice facility, golf academy, driving range and clubhouse / event space that the City of Franklin can take pride in and utilize as an asset to the community.



OVERALL MASTER PLAN

The Overall Master Plan shows the proposed renovation of Cheekwood's existing course, as well as six proposed residential lots and a new Turf Grass Maintenance Facility. Upon completion, Cheekwood will be a regulation length 9-hole executive course, with two holes on the lease property and seven holes on the existing Cheekwood property.



WHAT DOES THIS REVISED MASTER PLAN OFFER?



NEW CLUBHOUSE

The inspiration for the clubhouse comes from a federal style architecture and will have 360 degree frontage design.



WHAT DOES THIS REVISED MASTER PLAN OFFER?

GOLF ACADEMY

The vision for the driving range is to be a state-of-the-art practice facility. From the Golf Academy's private lesson bays to the public golf range, every golfer will have the chance to elevate their golf game. (And have fun while doing it!)



SYNTHETIC TURF DRIVING RANGE EXAMPLE - TOP OF THE ROCK

WHAT DOES THIS REVISED MASTER PLAN OFFER?





RESPONSE TO CITY COMMENTS

- **The timing of completing the proposed improvements and opening to the public.**

It is anticipated that the entitlement process will take approximately six months. Site plan approval will take six additional months. From that point, construction would likely take around a year. The anticipated opening date would be 2022.

- **The various uses and hours of operation.**

The Golf Course and Pro Shop will be open to the public from 20 minutes after daylight until dark. The dining facility will be open from 11am to 10pm. The driving range and associated clinics and teaching facilities will be open from daylight until 10pm.

- **Proposed lighting and fencing for the driving range.**

Lights for the hitting bays will be on the exterior of the building. Ground lighting will be provided on the range but will be shielded from view of the golfers. It is possible that limited pole lighting will be proposed to light the natural range, however Dark Sky technology will be incorporated which will significantly reduce light pollution.

Fencing is shown on the plan between the natural range and the building, and between the building and the parking. Fencing will be approximately 25 feet tall.

- **A list of all Modifications of Standards and/or variances that are likely to be requested as part of any development/site plan.**

There is no anticipated need to request any variances or Modifications of Standards at this time.

- **A brief statement about the additional homes you intend to develop on the existing golf course should be included too.**

There have been discussions in the past, but because there are many unknowns at this time, those discussions have remained high level and no plans or sketches have been drawn.



NOTE: Jester Golf, LLC hereby reserves its common law copyright and other property rights in these plans, ideas and designs which are not to be reproduced, changed or copied in any form or manner whatsoever; nor are they to be assigned to any third party without first obtaining the express written permission from Jester Golf. The drawing is not final and is not to be used for construction.

NOTE: This plan is intended as a preliminary planning exercise to provide a conceptual layout for a proposed golf course, based upon a review of site information provided to Jester Golf, LLC. The layout depicted is only offered as an initial suggestion. Typically, modifications will occur several times by other Consultants in the normal course of the design process, and should not be relied upon for permitting purposes. A final layout for the golf course will be determined subject to further review of site conditions by Jester Golf and the input, review, and participation of the project engineers, and other regulatory agencies having jurisdiction over the site.

Cheekwood Golf Club – Cursory Review of Lease Book Dated July 16, 2020

Understandably, there is not enough detail in the Lease Book and Plan to conduct a thorough review at this time, but several representatives of the City's Department Review Team did perform a cursory review to bring attention to some of potential development issues that will most likely require attention. Several of these issues have already been brought to attention of the Cheekwood team based on previous iterations of their plans.

Zoning

The property is currently zoned CI. The City's current Zoning Ordinance includes a specific use category for golf courses. Golf courses are not a permitted use in CI. Rezoning and a Development Plan would be required. Golf courses are only permitted within the PD district which is what the existing 9-hole golf course is zoned. The applicant refers to this as active recreation, however by the definition of a golf course from the current ordinance, it is a golf course, i.e. land laid out for golf with a series of 9 or 18 holes each including tee, fairway, and putting green and often one or more natural or artificial hazards. Golf courses typically include a clubhouse with ancillary restaurant and driving range.

Water Resources and Protection

There is an abundance of water resources present on both the Water and Wastewater Utility property and the existing golf course property that make development/re-development challenging. The new course and improvements shall be designed around the water resources and associated buffers.

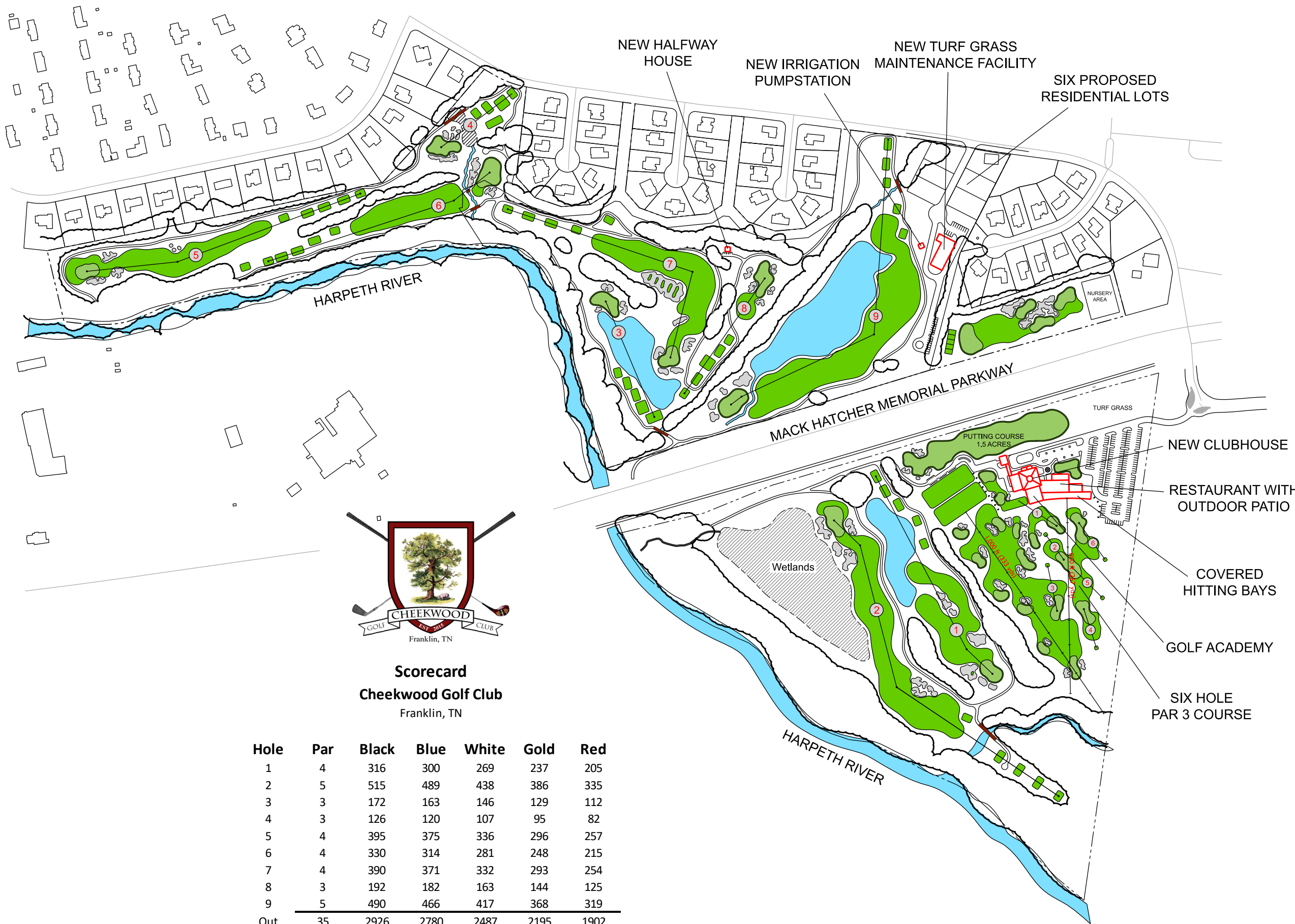
- The 150' Scenic Corridor Overlay and the 30' Farm Field Boundary should be labeled to fully understand the impact of these two development setback requirements.
- The Floodplain and Floodway should be clearly delineated. (side note: the preliminary maps do indicate that the floodway will be decreasing on this property)
- While the Lease Book is conceptual, the streams and wetlands do not appear to be accurately depicted and identified.
- Riparian buffers are not shown. It appears there is significant encroachment throughout the redesigned 9 holes based on rough measurements. Many holes and features could potentially have to be shifted. In previous conversations staff has advised the Cheekwood team of all stormwater and riparian buffer width requirements and as illustrated that this scale of encroachment would not be allowed by either the City's State Permit or City Stormwater Ordinance.
- Hole #2 appears to be playing through the stream (Spencer Creek) and associated riparian buffers. Staff has previously advised the Cheekwood team that this encroachment will not be granted.

General Site Layout

- The off-street parking as shown will need to be re-oriented behind the proposed clubhouse in accordance the City's Zoning Ordinance. ALL parking shall be located behind the *principal building's* front façade plane, as it is extended all the way to the property line. Staff does not interpret the canopy appendage in front of the main building(clubhouse) as the front façade plane. Also, the off-street parking along the drive aisle prior to arriving to the clubhouse would have to be moved behind this facade line as well. Equally important, whether the parking is for golf carts or licensed motor vehicles this parking requirement applies to ALL types of off-street parking.
- There is a requirement to have a sidewalk lead from the main building's front entrance through the site and to the ROW sidewalk.
- Drive aisles are permitted within the 150' Scenic Corridor Overlay. Also, a 20' Landscape easement is required within the SCO, where there planting requirements of 3 canopy trees and 3 understory trees per 100 linear feet, planted in an informal arrangement. It does not appear the putting course shapes allows for this requirement to be met. Recommending showing the limits of the landscape easement on the plan.
- Vehicle access to the clubhouse seems tight. The applicant will need to provide an auto-turn, but at a glance this configuration doesn't appear to meet the 150-foot hose stretch requirement.
- A tent-like structure as shown on Page 6 of the Lease Book that is shown to be against the building. This location would require a fire sprinkler system to be installed.
- Ideally a cart path through the par 3 course for emergency medical calls would be recommended.

Existing Golf Course Comments (Northside of Mack Hatcher Parkway)

- The addition of six (6) new dwelling units on the north side would require a rezoning of the PD district (to increase their density entitlements), as well as a Development Plan. The existing course and City property should be separate applications, unless requirements such as stormwater, tree preservation, etc. we're being proposed in aggregate of both parcels.
- The cul-de-sac provided for the six (6) new units meets our standards. This would HAVE to become a City street and a cul-de-sac, as new residential lots require public street frontage.



Scorecard
Cheekwood Golf Club
Franklin, TN

Hole	Par	Black	Blue	White	Gold	Red
1	4	316	300	269	237	205
2	5	515	489	438	386	335
3	3	172	163	146	129	112
4	3	126	120	107	95	82
5	4	395	375	336	296	257
6	4	330	314	281	248	215
7	4	390	371	332	293	254
8	3	192	182	163	144	125
9	5	490	466	417	368	319
Out	35	2926	2780	2487	2195	1902

Golf Course Designed by:



JESTER GOLF
GOLF DESIGN AND MASTER PLANNING

1115 Davenport Blvd Suite 308
Franklin, TN 37069
Phone: 615-268-9669
www.jestergolf.com

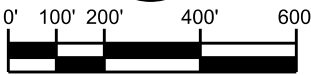
Date: June 1, 2020

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CHEEKWOOD GOLF CLUB
FRANKLIN, TENNESSEE

**PROPOSED EXPANSION WITH NEW CLUBHOUSE,
DRIVING RANGE, COVERED HITTING BAYS
AND NINE HOLE RE-DESIGN**

Sheet 1 of 1



Scale: 1" = 400'

Page 106 of 153

NOTE: This concept plan is intended as a very preliminary planning exercise to provide a conceptual layout for a proposed golf course renovation, based upon a tentative review of site information provided to Jester Golf, LLC. The layout depicted is only offered as an initial suggestion. Typically, modifications will occur several times by other Professional Consultants in the normal course of the design process, and this concept plan should not be relied upon for entitlement purposes. The release of this plan does not constitute any representation or warranty that the site depicted will be suitable for a golf course renovation or that the proposed golf course renovation can be designed and constructed according to the conceptual preliminary layout. A final layout for the golf course renovation will be determined subject to further review of site conditions and the input, review, and participation of the project engineers, architects, applicable regulatory agencies having jurisdiction over the site, and Jester Golf, LLC.

RESOLUTION NO. 2017-72

TO BE ENTITLED: "CONSIDERATION OF RESOLUTION 2017-72, A RESOLUTION INITIATING THE DEVELOPMENT OF A LEASE AGREEMENT FOR THE 54-ACRE, CITY-OWNED PROPERTY LOCATED ALONG THE HARPETH RIVER, SOUTH OF MACK HATCHER PKWY AND WEST OF FRANKLIN ROAD."

WHEREAS, in September 2016, Cheekwood Golf Club submitted a request to lease the 54-acre, City-owned property and expand its operations across Mack Hatcher Parkway; and

WHEREAS, the City of Franklin sought Letters of Interest for improvement and/or development of a 54-acre, City-owned property located along the Harpeth River south of Mack Hatcher Parkway and west of Franklin Road; and

WHEREAS, the purpose of this invitation to submit Letters of Interest was to: assist the City in analyzing opportunities available for future improvement and/or development of this Property; enable all interested parties an opportunity to submit Letters of Interest; and allow for public input on all Letters of Interest received; and

WHEREAS, the City advertised that it would maintain ownership of the property but would consider the possibility of a long-term lease with a third party for improvements and operations; and

WHEREAS, much of the Property is located within the 100-year floodplain of the Harpeth River and Spencer Creek and serves as a buffer for the City wastewater treatment facility across the Harpeth River; and

WHEREAS, the City's long-range plan, *Envision Franklin*, recommends the Recreation design concept, which includes active and passive open spaces, as well as City parks, and should be interconnected through bike lanes, multi-use paths, and sidewalks. Institutional facilities, such as the water treatment and wastewater treatment plants, are also assigned to this design concept and fulfill significant municipal functions; and

WHEREAS, the Board of Mayor and Aldermen received letters of interest from three groups: the Cheekwood Golf Course, Discovery Center, and the Franklin Housing Commission; and

WHEREAS, the proposals have been presented and discussed at several meetings, including a Special Mobile BOMA Meeting; and

WHEREAS, it is in the best interest of the citizens of Franklin to pursue a contractual arrangement for a long-term lease of the property for improvements and operations with

- A. Cheekwood Golf Course,
- B. Discovery Center, or
- C. Franklin Housing Commission.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the Board of Mayor and Aldermen gives authority to the City

Administrator, Eric Stuckey, or his designee, to pursue a contractual lease agreement with this third party, Cheekwood Golf Course, for improvements and operations of the City-owned property. A lease will be drafted and presented to the BOMA for consideration.

IT IS SO RESOLVED AND DONE on this 26th day of September, 2017

ATTEST:

By: Eric S. Stuckey
ERIC S. STUCKEY
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: [Signature]
DR. KEN MOORE
Mayor

Approved as to Form

By: Shauna R. Billingsley
Shauna R. Billingsley, City Attorney



File #: 20-0911

DATE: July 8, 2020
TO: Board of Mayor and Alderman
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

Consideration Of Resolution 2020-132, A Resolution To Accept and Recommend Approval of Amendment 4 to the 2016 Comprehensive Transportation Network Plan (Major Thoroughfare Plan) To The Franklin Municipal Planning Commission.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning A Resolution To Adopt Amendment 4 To The Comprehensive Transportation Network Plan (Major Thoroughfare Plan) regarding the future alignment of Old Charlotte Pike north of Highway 96 West to Del Rio Pike.

BACKGROUND/STAFF COMMENTS:

City Staff met with the developer to discuss a project off of Old Charlotte Pike (shown in Exhibit A). During the preliminary meetings it was identified that Project 93 in The Comprehensive Transportation Network Plan was planned adjacent to the western property line of the development project. The developer desires to realign Project 93 to the east as shown in the Resolution. The new alignment requires the roadway to be planned through new parcels that were not identified in the original Major Thoroughfare Plan alignment. The developer has been working with the affected property owners on the proposed alignment shown in Exhibit A.

FINANCIAL IMPACT:

No financial impact at this time. The extension of this roadway is a long-term priority with the priority level increasing as land is annexed and developed in the area.

RECOMMENDATION:

Staff is seeking direction from the Board of Mayor and Aldermen on the alignment of this section of Old Charlotte Pike of which an exhibit will be attached to Resolution 2020-132 in the form of a recommendation to the Franklin Municipal Planning Commission who is responsible for keeping Franklin's Major Thoroughfare Plan up to date.

RESOLUTION 2020-132

A RESOLUTION TO ADOPT AMENDMENT 4 TO THE COMPREHENSIVE TRANSPORTATION NETWORK PLAN (MAJOR THOROUGHFARE PLAN)

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

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

WHEREAS, with development potential in the northwest part of the city, Staff has completed some preliminary transportation planning to help guide future development should these areas be annexed into the City of Franklin, TN; and

WHEREAS, the purpose of Amendment 4 is to realign Project 93 [New Roadway (Old Charlotte Pike To Del Rio Pike)]; and

WHEREAS, the Board of Mayor and Aldermen finds that it is in the best interest of the City of Franklin to accept and recommend approval of Amendment 4 to the 2016 Comprehensive Transportation Network Plan (Major Thoroughfare Plan) to the FMPC.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS: Amendment 4 to the 2016 Comprehensive Transportation Network Plan (Major Thoroughfare Plan) is accepted by the Board of Mayor and Aldermen and is recommended for approval to the Franklin Municipal Planning Commission.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

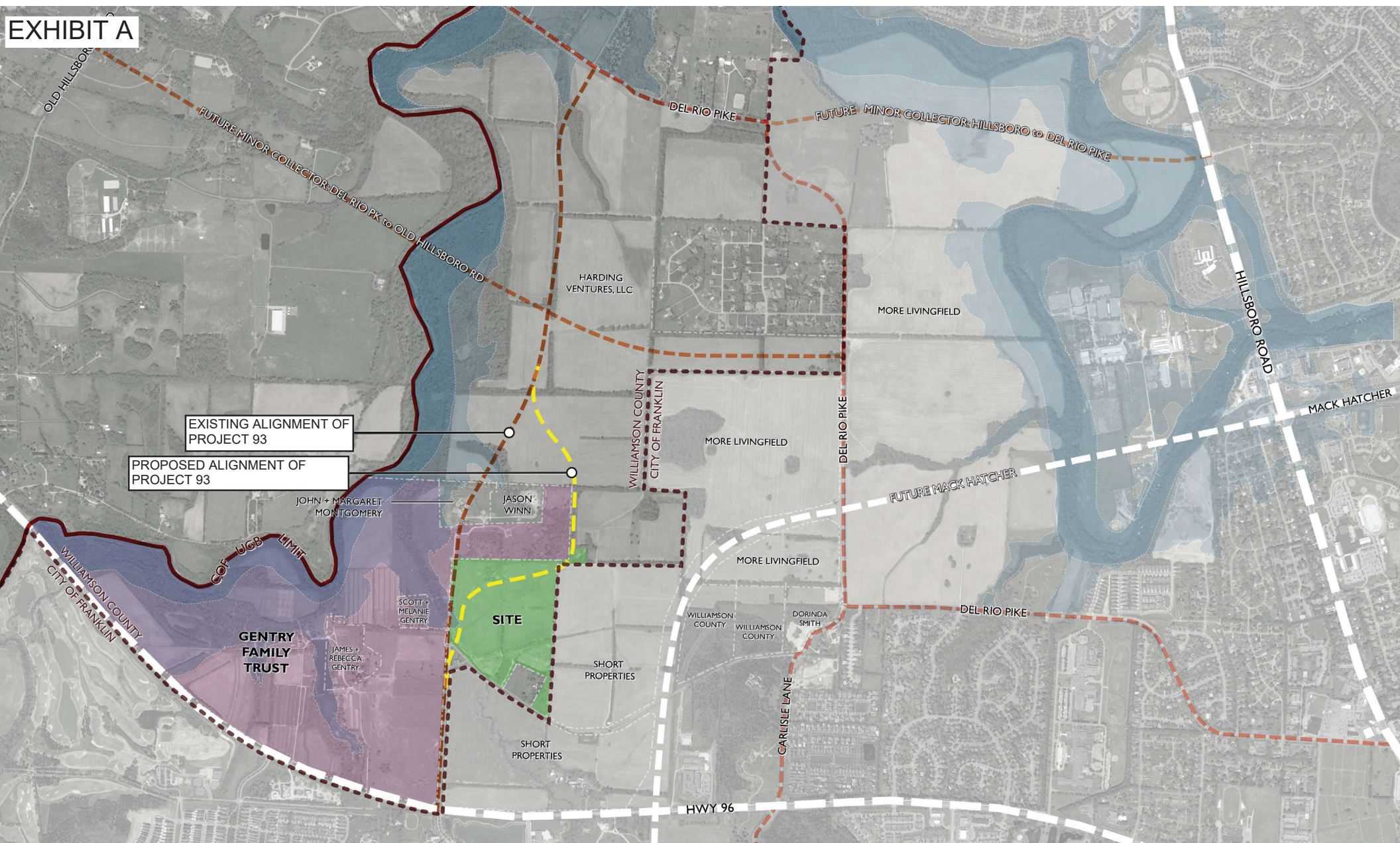
By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

EXHIBIT A



OLD CHARLOTTE PIKE
PROPOSED MINOR COLLECTOR LAYOUT ALTERATION
July 27, 2020



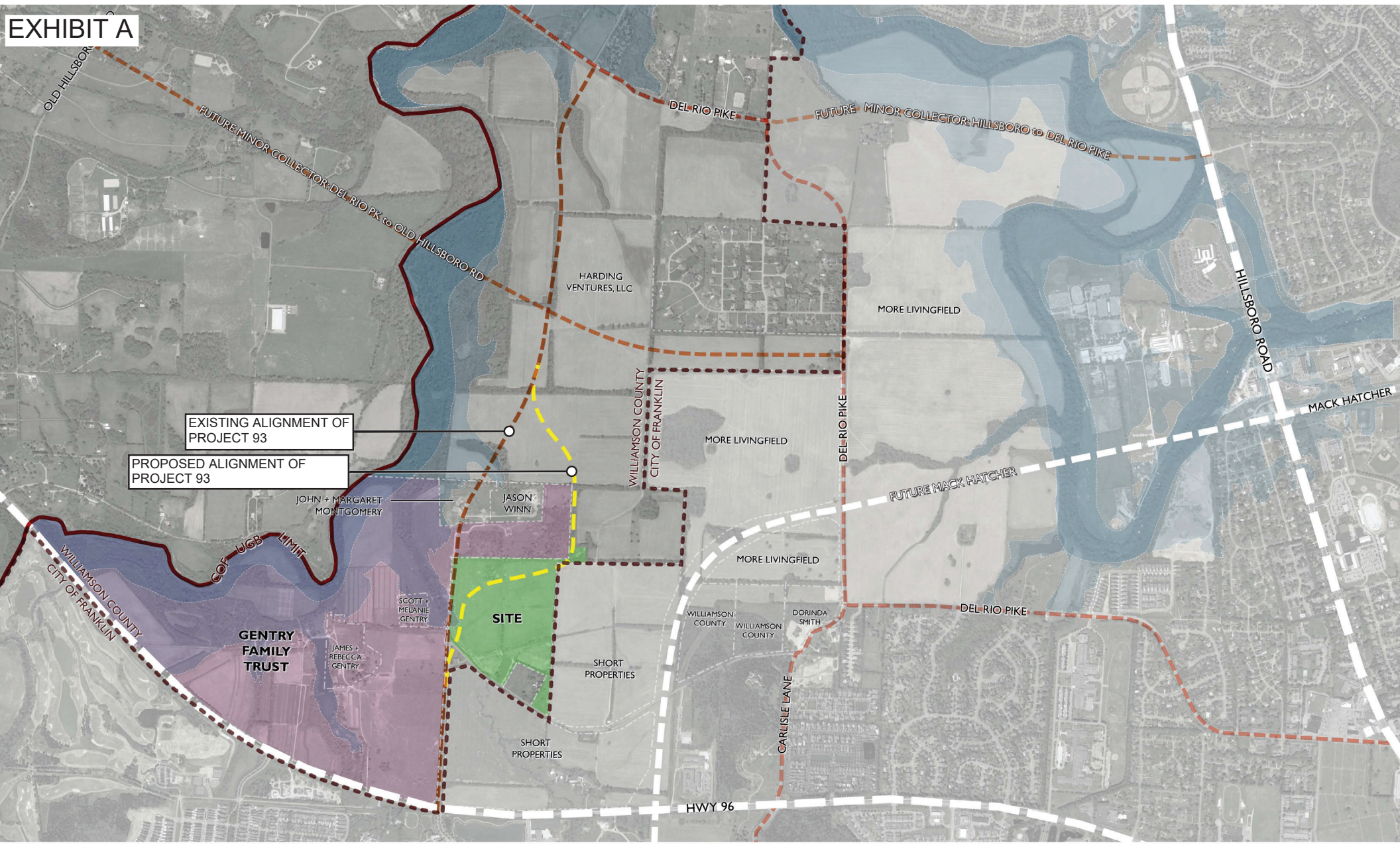


EXHIBIT A



OLD CHARLOTTE PIKE
PROPOSED MINOR COLLECTOR LAYOUT ALTERATION
July 27, 2020





City of Franklin

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

File #: 20-0968

DATE: July 23, 2020
TO: Board of Mayor and Alderman
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jimmy Wiseman, Asst. Director of Engineering
David Diaz, Contracts Administrator

SUBJECT:

*Consideration Of COF Contract No. 2017-0132 A Revised Sanitary Sewer Reimbursement Agreement Between The City Of Franklin And Clayton Properties Group, Inc., d/b/a Goodall Homes With Respect To The Shadow Green Subdivision PUD.
WS 08/22/17
BOMA 09/12/17, 8-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a sanitary sewer reimbursement agreement.

BACKGROUND/STAFF COMMENTS:

This agreement was approved by the Board in September 2017, but was not executed by the Developer. The Developer is now requesting a minor clarification regarding the legal entity involved in the agreement. Below is a summary of the history.

The Shadow Green PUD Subdivision Development Plan was submitted to the Franklin Municipal Planning Commission with a request to rezone the property from Light Industrial to SD-R (5.0). As part of the rezoning request the City evaluated the capacity of the downstream sanitary sewer infrastructure. During this evaluation, it was determined that the 10" Saw Mill Creek Interceptor would be over capacity with the additional density being added as part of this proposed development plan.

This issue is a direct result of multiple rezoning and developments to include Shadow Green Subdivision PUD, The Grove at Shadow Green Apartments, Shadow Green II and Through the Green PUD Subdivision. The estimated cost associated with up-sizing the necessary infrastructure is \$950,092.43 and will require offsite easement acquisition. It has been determined that the proposed development should be responsible for 27% of the overall project cost. In addition, Clayton properties Group, Inc. (Goodall Homes) also developed Through the Green PUD Subdivision and they should be responsible for 10% of the additional cost.

FINANCIAL IMPACT:

The financial terms have not changed. \$598,558.24 -- paid out of the Sanitary Sewer annual budget.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2017-0132.

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

This agreement is entered into between the City of Franklin, Tennessee ("City") and Clayton Properties Group, Inc., d/b/a Goodall Homes, ("Developer"), on this the _____ day of _____, 2020, pursuant to Title 16, Chapter 4 of the Franklin Municipal Code ("FMC").

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

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

WHEREAS, the terms of this Agreement appeared before, and were unanimously approved by, the City Board of Mayor and Aldermen on September 12, 2017; and

WHEREAS, the Developer did not execute the agreement and now the parties would like to update the terms to reflect the Developer's full and complete legal entity in the preamble of this Agreement; and

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

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

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

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

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

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

Approved by the Franklin Board of Mayor and Alderman on _____, 2020.

[Signatures on following pages.]

WITNESS our hands on the dates as indicated.

DEVELOPER

Clayton Properties Group, Inc.
d/b/a Goodall Homes

By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)

)

COUNTY OF _____)

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

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

Notary Public

My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: _____
DR. KEN MOORE
Mayor

Date: _____

Attest:

By: _____
ERIC S. STUCKEY
City Administrator

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

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

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

Notary Public
My Commission Expires: _____

Approved as to form by:

Shauna R. Billingsley, City Attorney

Estimated Construction Cost

Shadow Green Sewer Relocation

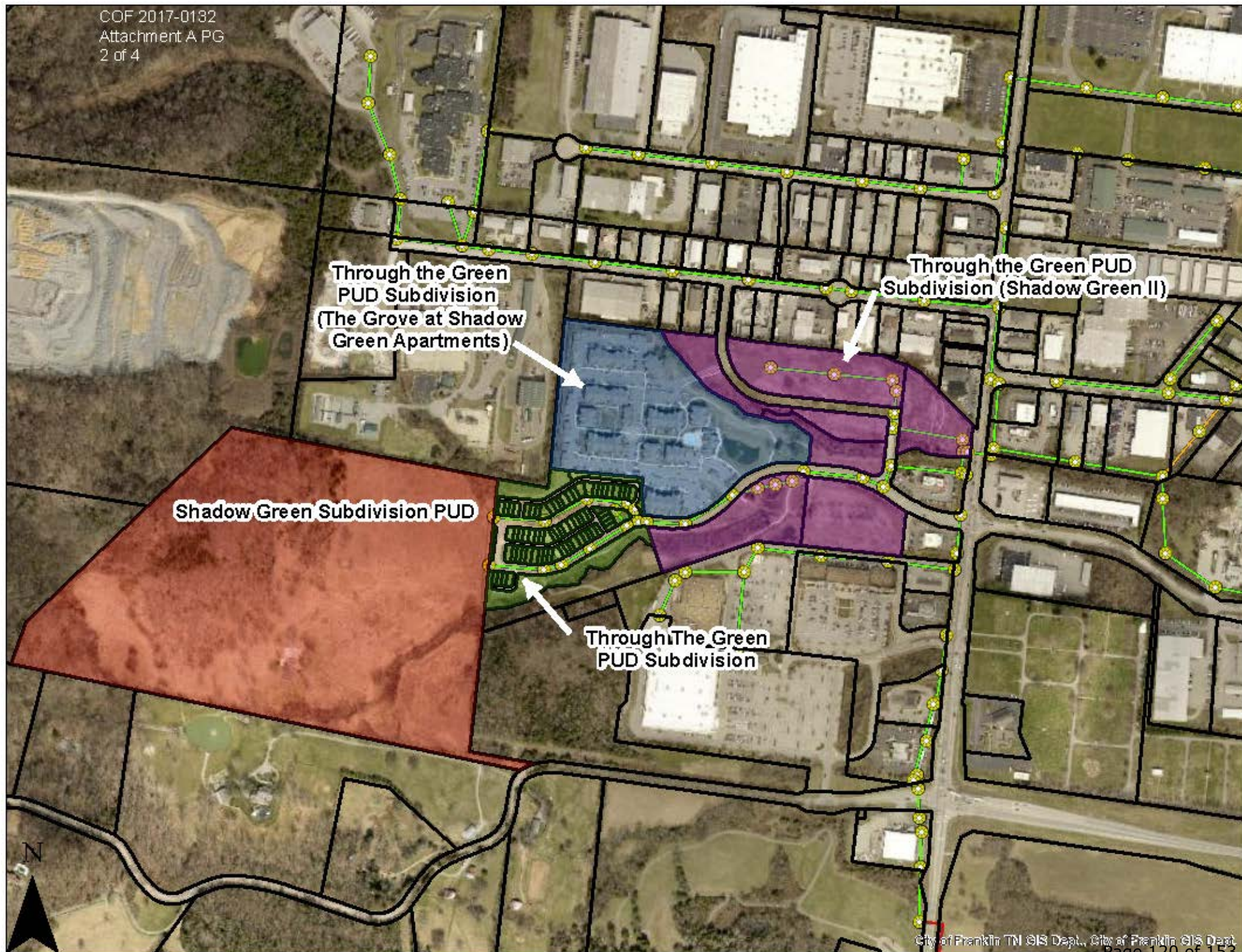
Update Completed: 04/06/2017

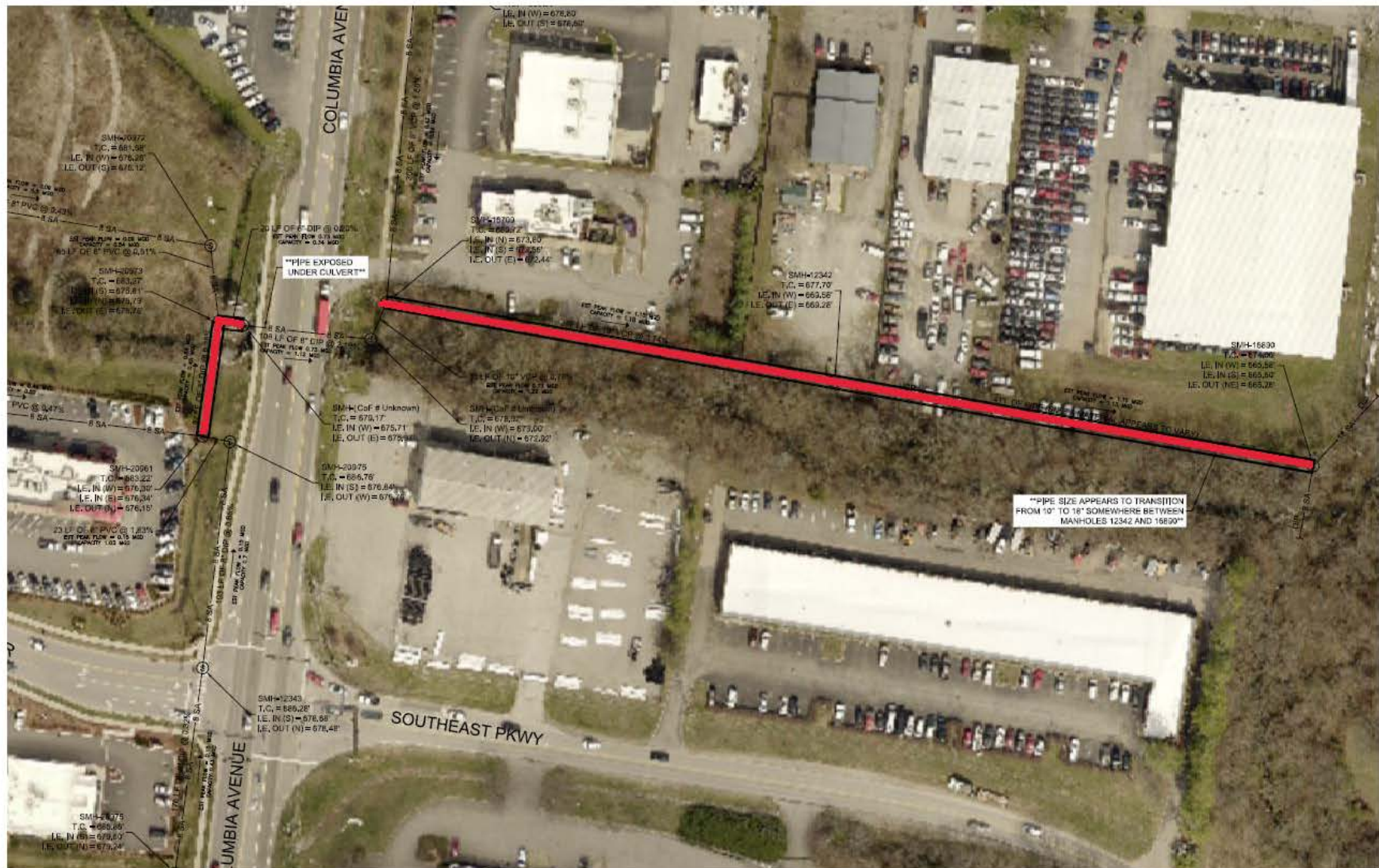
Item #	Item Name	QTY.	UNIT	Unit Price	Total Price
General					
1	TEMPORARY FACILITIES AND CONTROLS (MOBILIZATION)	1	LS	\$50,000.00	\$50,000.00
2	SEEDING WITH MULCH	1203	LF	\$2.00	\$2,406.00
3	Erosion & Sediment Control	1	LS	\$40,000.00	\$40,000.00
4	Additional Crushed Stone Refill - No. 67 stone, where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

Total Estimated Project Cost

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

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





Existing Sanitary Sewer Over Capacity Based on Proposed Land Use Amendment





City of Franklin

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

File #: 20-0863

DATE: June 15, 2020
TO: Board of Mayor and Alderman
FROM: Eric Stuckey, City Administrator
Glenn Johnson, Asst. Fire Chief

SUBJECT:

Consideration Of COF Contract No. 2020-0186 With Kronos For Telestaff.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the procurement to purchase the Kronos Time Attendance Scheduling Module and a three-year subscription for a Time Attendance Scheduling module for Krono's software for use by the Fire Department.

BACKGROUND/STAFF COMMENTS:

The Time Attendance Scheduling module for Kronos software would be used to facilitate the scheduling of all personnel of the Franklin Fire Department.

FINANCIAL IMPACT:

The value of the purchase is in the total amount of \$44,240.00 for a one-time implementation fee and one-year subscription fee. Funding for this software is included in the FY21 General Fund budget.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2020-0186 with Kronos Incorporated, Lowell, MA.



Order Form - Workforce Central SaaS for SMB

Quote #: PENDING
 Expires: 8/24/2020
 Prepared By: Jessie Kim

Order Type: Standard
 Date: 5/26/2020

Bill To: Attn: Joanne Finn
Franklin Fire Department
 109 3rd Ave S
 Franklin, TN 37064

Ship To: Attn: Joanne Finn
Franklin Fire Department
 109 3rd Ave S
 Franklin, TN 37064

Solution ID:
 Currency: US
 Customer PO #:
 Data Center: USA
 Executive Name: Joanne Finn
 Executive Email: joanne.finn@franklntn.gov
 Program Manager Name: Joanne Finn
 Program Manager Email: joanne.finn@franklntn.gov

Email: exception@kronos.com
 FOB: Shipping Point
 Ship Method: FedEx Ground
 Freight Terms: Prepay & Add

Notes:

Initial Term: Three Year
 Billing Start Date: 90 days from execution of Order Form
 Renewal Term: One Year
 Payment Terms: Net 30
 Billing Frequency (unless otherwise noted, all invoices are due per the payment terms noted above):
 Applications: Annual in Advance
 Professional Services: Fixed Fee, 100% upon execution of Order Form
 KnowledgePass & Education Subscription: Upon execution of Order Form

The fees for the SaaS Services are invoiced 60 days prior to the Billing Start Date.

The Professional Services TSG SMB implementation guidelines are attached to this Order Form.

Kronos will provide Customer read-only ODBC access into Customer's production and non-production databases for Timekeeper/HRMS over secure connection (e.g. VPN). Customer is responsible for establishing this secure connection to the Kronos Cloud and additional fees for that connection may apply. Kronos may, but is not obligated to, limit or block Customer's database read-only ODBC queries in order to prevent failure of the database due to overload. Kronos will not pay SLA credits for any Outage that is the result of overloading the database during read-only ODBC access. Overall performance may be limited during peak processing periods, and Customer may need to limit resource intensive read-only ODBC queries to off-peak periods. Customer acknowledges that read-only ODBC over a long distance secure connection is not a reliable protocol for it does not have retry logic built-in to handle connectivity issues. Kronos will not be responsible for any changes required to Customer's internal systems to account for limitations of read-only ODBC protocol.

APPLICATIONS

Item	License/Qty	PEPM	Monthly Price
Workforce TeleStaff Enterprise Bundle V7.1 - 8604728-000	155	\$8.00	\$1,240.00
Workforce TeleStaff Bidding v7.1 - 8604719-000	155	\$0.00	Included
Monthly Total:			\$1,240.00

CLOUD SERVICES

Item	Qty	Unit Price	Monthly Price
Read-Only ODBC Access to WFC/HR Database - SAAS-WFC	1	\$0.00	\$0.00
Total Monthly:			\$0.00

A LA CARTE SERVICE OPTIONS - WF HR

Item	Qty	Unit Price	Total Price
3rd party imports (person and/or accrual)/exports (roster) using Kronos standard formats. Assumption: Kronos will provide standard file formats for the import/export interfaces and the customer will be responsible to organize the data into the correct format.	1	\$400.00	\$400.00
Standard WFC/WFTS integration bundle	1	\$8,000.00	\$8,000.00
Total Price			\$8,800.00

CORE SMB PROFESSIONAL / EDUCATIONAL SERVICES

Item	Duration	Total Price
Implementation WFC SaaS SMB - 9990006-SMB		\$20,000.00
KnowledgePass SaaS WFC SMB - 8604014-001		Included
Training Points WFC SaaS SMB - TRAINPTSSAASSMB	2,750	Included
Total Price		\$20,000.00

Kronos | Time Attendance - Scheduling - Absence Management - HR & Payroll - Hiring - Labor Analytics

SUMMARY

Item	Total Price
Monthly Application Fee	\$1,240.00
Total Monthly Service Fees:	\$1,240.00
Implementation WFC SaaS SMB	\$20,000.00
Implementation WFC SaaS SMB A La Carte	\$8,400.00
Total One Time Fees:	\$28,400.00

Franklin Fire Department

By: _____

Name: _____

Title: _____

Date: _____

Kronos Incorporated

By: _____

Name: _____

Title: _____

Date: _____

ORDER FORM

Quote#: 666618 - 1
Expires: 27-JUN-2020
Sales Executive: Kim, Jessie H

Order Type: Upgrade US
Date: 26-MAY-2020
Page: 1/2

Bill To: Attn:JOANNE FINN
FRANKLIN FIRE DEPARTMENT
109 3RD AVE S
FRANKLIN
TN 37064
United States
Solution ID: 6171939

Ship To: Attn:JOANNE FINN
FRANKLIN FIRE DEPARTMENT
109 3RD AVE S
FRANKLIN
TN 37064
United States
Contact: Joanne Finn
Email: EXCEPTION@KRONOS.COM
Ship To Phone: (615) 550-6759

Payment Terms: N30
Currency: USD
Customer PO Number:

FOB: Shipping Point
Ship Method:
Freight Term: Prepay & Add

Order Notes:

Kronos will invoice Customer each month in arrears for Workforce Telestaff IVR service usage fees for the total actual number of metered minutes used each month (the "Minute Usage Fee") at a rate of \$0.13 per minute.

Your Kronos solution includes:

SOFTWARE

Item	License/Qty	Total Price
WORKFORCE TELESTAFF IVR SERVICE	1	
	Total Price	0.00

SUPPORT SERVICES

Item	Duration	Total Price
UNLESS OTHERWISE NOTED ABOVE, SOFTWARE SUPPORT SERVICES HAVE BEEN DECLINED.		0.00
	Total Price	0.00

Item	Quantity	Total Price
SUBSCRIPTION SOFTWARE SERVICE	1	0.00
	Total Price	0.00

QUOTE SUMMARY

Description	Total Price
Subtotal	0.00
Deposit	0.00
Tax	0.00
Grand Total	0.00

FRANKLIN FIRE DEPARTMENT**Kronos Incorporated**

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Effective Date: _____

Effective Date: _____

Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at http://www.redhat.com/licenses/jboss_eula.html. Shipping and handling charges will be reflected on the final invoice. If you are tax exempt; please provide a copy of your "Tax Exempt Certificate" with your signed quote.

WORKFORCE TELESTAFF IMPLEMENTATION SERVICES GUIDELINE

The following applies to all entitlements within TeleStaff SaaS SMB implementations:

	Kronos Delivered Value
Workforce TeleStaff Entitlement	Paragon Implementation methodology: Kronos SaaS SMB fixed scope, remote implementations follow our Paragon methodology – an iterative, collaborative approach, driven by value and realized through collaboration. Paragon is bolstered by tools and techniques and Kronos process recommendations. Project Management services including: • Creation and maintenance of an online project workspace, work plan, issues and risks management, status calls and reports. • Kronos Project Manager will work with customer Project Manager to jointly run project. • Project Management includes transition to Kronos Global Support after the first deployment go-live. Implementation approach: • Kronos will conduct one remote assessment with your project team to create one solution design for your organization. • Your team will conduct one testing cycle to accept that solution, which Kronos will support. • Kronos will support one production cutover. Technical Architecture: Two environments (1 Production, 1 Development) Training: We train your core team and provide you with KnowledgePass collateral and toolsets to train your end-users. Kronos training curriculums can be reviewed on the Kronos customer website. Rapid Implementation: Kronos SaaS SMB fixed scope implementations are designed to deliver value quickly to your organization. Project timelines generally span 6 months depending on the number of value-added services selected. Implementation support for these time spans are included in the package. Extended project timelines requested by customers can be supported with additional professional services agreed via change order.



WORKFORCE TELESTAFF STANDARD SERVICES

	Kronos Delivered Value
Workforce TeleStaff Entitlement	One-time data import of customer supplied person data in Kronos format Centralized rosters Leave Requests Shift Trades Accrual Management with a one-time data import of customer supplied accrual data in Kronos format Event Deployment Signup Processes Overtime/Off Duty Scheduling Processes Minimum Staffing Fatigue Rules Bidding – 1 Position and 1 Vacation Standard Payroll Export Standard Reports One production cutover Assumptions: - Includes 1 Institution - Includes 1 unique business unit with continuous 24/7 staffing requirements (<i>Examples: Patrol, Jail, Fire Suppression, Communications</i>) - Includes 1 administrative schedule group with no staffing rules - Customer is responsible for data setup for: - Events - Assignment Templates - Cloned Bids



WORKFORCE TELESTAFF VALUE ADDED SERVICES

The following value-added services are available for Workforce TeleStaff SaaS SMB implementations for an additional fee and if identified on the Order Form. Refer to the Kronos order form for a list of a la carte services included with your purchase.

Kronos Delivered Value	
Workforce TeleStaff	(#) Additional business unit with continuous 24/7 staffing requirements (Examples: Patrol, Jail, Fire Suppression, Communications) (#) Additional administrative schedule group, no staffing rules (#) Additional go live/deployment 2 pay cycles 3rd party imports (person and/or accrual)/exports (roster) using Kronos standard formats <i>Assumption:</i> Kronos will provide standard file formats for the import/export interfaces and the customer will be responsible to organize the data into the correct format Standard WFC/WFTS integration bundle Standard WFD/WFTS integration bundle Standard WFR/WFTS integration bundle (#) Onsite days (3 days minimum) price is per day, does not include travel expenses Workforce TeleStaff Administration Training Workforce TeleStaff Bid Administration Training Workforce TeleStaff Staffer Training IVR Configuration (Phones via Aspect) SMS Configuration (Text via Twilio) LDAP SSO Authentication (#) Bidding (1 position OR 1 vacation) Implement a new business unit in existing database (#) Implementation change request



**KRONOS ADDENDUM
WORKFORCE TELESTAFF IVR SERVICE
(Licensed or User Based)**

This is an Addendum to the agreement between Kronos and Customer governing those certain Kronos Workforce Telestaff software applications whether on a perpetual license basis or in a software as a service model (the "Agreement") between Franklin Fire Department ("Customer") and Kronos.

The parties hereby agree that the following terms and conditions are supplemental terms and conditions to the Agreement and are applicable to the Workforce Telestaff IVR offering ("Telestaff IVR"), a subscription service Kronos is authorized to resell. Telestaff IVR can be ordered either on a licensed basis with Port (in which case Telestaff IVR is only available with a perpetual license to Workforce Telestaff and is not hosted by Kronos) ("Workforce Telestaff IVR License Per Port") or on a per minute basis ("Workforce Telestaff IVR Service"). The applicable designation for Telestaff IVR will be indicated on the applicable Order Form.

1. Description. Telestaff IVR is an Interactive Voice Response (IVR) solution, provided solely for Customer's internal use, by which Customer may initiate phone calls to staff members to fill vacancies or receive notifications of work opportunities for employees who are licensed to use the Kronos Workforce TeleStaff® product. Each exchanged message (notice, response, confirmation, denial) shall be considered an "Interaction."
2. Maintenance. Telestaff IVR maintenance will entitle Customer to Telestaff IVR phone support and software updates and shall commence upon the execution of the Order Form. For Workforce Telestaff IVR Service, maintenance will be provided at the same level of support as Customer's Workforce TeleStaff product at no additional charge. For Workforce Telestaff IVR License Per Port, if Customer wants maintenance for the Workforce Telestaff IVR License Per Port, Customer must purchase maintenance for both Workforce TeleStaff and Workforce Telestaff IVR License Per Port, and maintenance for Workforce Telestaff IVR License Per Port will be charged at the same level of support as Workforce TeleStaff (i.e., Gold or Platinum).
3. Implementation. To initiate and setup administration of the required communications, Kronos will perform the standard implementation of Telestaff IVR, including configuration, as described in the Statement of Work ("SOW") signed by the Customer. Any additional professional services for non-standard implementation services will be provided at mutually agreed upon rates subject to a separate Order Form or a separate statement of work mutually agreed upon by both parties.
4. Payment. Kronos will invoice Customer for the Telestaff IVR implementation/configuration professional services fees set forth in the applicable SOW and Order Form, pursuant to the Agreement and on the payment terms set forth therein. Kronos will invoice Customer as follows: (i) for the license fees and annual maintenance associated with the Workforce Telestaff IVR License Per Port, upon execution of the Order Form; or (ii) each month in arrears for the Workforce Telestaff IVR Service usage fees for the total actual number of metered minutes used each month (the "Minute Usage Fee") at a rate of \$0.13 per minute, subject to Section 7 below. Customer's right to begin using the service shall begin upon activation of the service after implementation/configuration.

Unless otherwise indicated on the Order Form, Customer will pay invoices issued by Kronos hereunder within thirty (30) days of receipt.

Restrictions on Telestaff IVR Services; Additional Responsibilities. Customer agrees that Telestaff IVR has not been designed for, and may not be used as, a means to connect with 911 or E911 emergency services. Kronos shall have no liability for any delays, failures or unavailability of Telestaff IVR due to transmission or other delays, errors or problems beyond Kronos' control, or any other interruptions caused by the mobile communications network and/or mobile devices. Use of Telestaff IVR is subject to the software license terms set forth in the Agreement as well as the provider's Acceptable Use Policy found at: <https://www.aspect.com/acceptable-use-policy> and Customer agrees that it shall be liable for all loss,

damage or injury that may result from Customer's failure to abide by such Policy. Customer acknowledges that communications occurring through Telestaff IVR may be subject to standard mobile carrier policies or government regulatory requirements for mobile communications.

5. Telestaff IVR Security. The Telestaff IVR service relies upon a third party hosted communication platform. Accordingly, notwithstanding any other provision of the Agreement or this Addendum to the contrary, Customer understands and acknowledges that the exclusive statement of the security protections provided for i) Interactions by Customer and its employees through Telestaff IVR, and ii) all associated data, is part of the provider's privacy policy which is subject to change with prior written notice. The current security statement is as follows:

Security of Your Personal Information

Kronos' provider takes appropriate technical, physical and administrative steps to protect the security of your information. Access to your personal information is limited only to those employees, contractors or authorized agents of Kronos and its provider who have authorization to access your personal information and such access is limited to the extent such information is needed to fulfill the task for which personal information was collected. While we strive to protect your personal information, we cannot ensure the security of the information you transmit. We recommend you to take every precaution to protect your personal information when you are on the Internet. For example, change your passwords often, use a combination of letters and numbers when creating passwords, and make sure you use a secure browser.

6. Renewal and Termination. The initial term is twelve months commencing upon the execution of the Order Form. At the expiration of the initial term, unless the Order Form provides as different renewal period, the term shall automatically renew on an annual basis until terminated in accordance with the provisions hereof. At any time: (i) Customer may terminate the Telestaff IVR service for convenience upon thirty (30) days prior written notice, and (ii) Kronos may terminate the Telestaff IVR service for convenience upon one hundred and twenty (120) days prior written notice. Kronos may increase the per minute rate upon renewal with sixty (60) days prior written notice for use based Telstaff IVR.

AGREED AND ACCEPTED

CUSTOMER:

By: _____

Name: _____

Title: _____

Date: _____

KRONOS:

By: _____

Name: _____

Title: _____

Date: _____

WORKFORCE CENTRAL - SOFTWARE AS A SERVICE TERMS AND CONDITIONS

Franklin Fire Department (“Customer”) and Kronos Incorporated (“Kronos”) agree that the terms and conditions set forth below shall apply to the Kronos supply of the commercially available version of the Workforce Central SaaS Applications in Kronos’ hosting environment, the services related thereto, and the sale or rental of Equipment (if any) specified on a Kronos Order Form. The Applications described on the Order Form shall be delivered by means of Customer’s permitted access to the Kronos infrastructure hosting such Applications.

Kronos and Customer hereby further agree that Kronos and/or its direct and indirect majority owned subsidiaries may enter into orders with Customer and/or its direct and indirect majority owned subsidiaries subject to the terms and conditions of this Agreement. By signing and entering into an Order Form that expressly references this Agreement, each such subsidiary of Kronos and/or Customer will be deemed to have agreed to be bound by the terms and conditions of this Agreement and all references in this Agreement to “Kronos” shall be references to the applicable Kronos entity entering into the order, and all references in this Agreement to “Customer” shall be references to the applicable Customer entity entering into the order.

1. DEFINITIONS

“Acceptable Use Policy” means the Kronos policy describing prohibited uses of the Services as further described at: <https://www.kronos.com/policies/acceptable-use>

“Agreement” means these terms and conditions and the Order Form(s).

“Application(s)” or **“SaaS Application(s)”** means those Kronos software application programs set forth on an Order Form which are made accessible for Customer to use under the terms of this Agreement.

“Billing Start Date” means the date the billing of the Monthly Service Fees begin to accrue as indicated on the applicable Order Form. Notwithstanding, Implementation Services provided on a time and material basis are billed monthly as delivered. The Billing Start Date of the Monthly Service Fees for any Services ordered by Customer after the date of this Agreement which are incremental to Customer’s then-existing Services shall be the date the applicable Order Form is executed by Kronos and Customer.

“Cloud Services” means those services related to Customer’s cloud environment as further described at: <http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx>

“Confidential Information” means any non-public information of a party or its Suppliers relating to such entity’s business activities, financial affairs, technology, marketing or sales plans that is disclosed pursuant to this Agreement and reasonably should have been understood by the receiving party, because of (i) legends or other markings, (ii) the circumstances of disclosure or (iii) the nature of the information itself, to be proprietary or confidential to the disclosing party or its Suppliers.

“Customer Content” means all content Customer, or others acting on behalf of or through Customer, posts or otherwise inputs into the Services.

“Documentation” means user manuals published by Kronos relating to the features and functionality of the Applications.

“Equipment” means the Kronos equipment specified on an Order Form.

“Implementation Services” means those professional and educational services provided by Kronos to set up the cloud environment and configure the Applications. Unless otherwise set forth on an Order Form as “a la carte” services (supplemental fixed fee, fixed scope services) or “bill as you go” services (time and material services described in a Statement of Work), Kronos will provide, as part of the Monthly Service Fee for the Applications, the fixed fee, fixed scope Implementation Services described in the Services Implementation Detail set forth at: <https://www.kronos.com/wfc-saas-implementation-guideline-details-flat-fee>

“Initial Term” means the initial billing term of the Services as indicated on the Order Form. The Initial Term commences on the Billing Start Date. Customer may have access to the Services prior to the commencement of the Initial Term.

“KnowledgePass Content”/“KnowledgePass Education Subscription” have the meanings ascribed in Section 7.5.

“Monthly Service Fee(s)” means the monthly fees described in an Order Form. Monthly Service Fees include fees for usage of the Applications and the Services, Cloud Services as applicable, and Equipment rental, if any. Billing of the Monthly Service Fee(s) commences on the Billing Start Date.

“Order Form” means an order form mutually agreed upon by Kronos and Customer setting forth the items ordered by Customer and to be provided by Kronos, including without limitation the prices and fees to be paid by Customer.

“Personally Identifiable Data” means information concerning individually identifiable employees of Customer that is protected against disclosure under applicable law or regulation.

“Renewal Term” means the renewal billing term of the Services as indicated on the Order Form.

“Services” means (i) the Cloud Services, (ii) accessibility to the commercially available version of the Applications by means of access to the password protected customer area of a Kronos website, and all such services, items and offerings accessed by Customer therein, and (ii) the Equipment rented hereunder, if any.

“Statement of Work”, “SOW”, “Services Scope Statement” and “SSS” are interchangeable terms referring to a written description of the Implementation Services mutually agreed upon by Kronos and Customer and set forth as “bill as you go” services on the Order Form.

“Supplier” means any contractor, subcontractor or licensor of Kronos providing software, equipment and/or services to Kronos which are incorporated into or otherwise related to the Services. Kronos may at its sole discretion replace a Supplier, provided that a change to Supplier will not have a materially adverse effect on the Services delivered by Kronos under this Agreement.

“Term” means the Initial Term and any Renewal Terms thereafter.

“Training Points” has the meaning ascribed to it in Section 7.6 below.

2. TERM

2.1 Billing for the Services commences on the Billing Start Date, and continues for the Initial Term or until terminated in accordance with the provisions hereof. At the expiration of the Initial Term and each Renewal Term as applicable, the Services shall automatically renew each year for an additional Renewal Term until terminated in accordance with the provisions hereof.

2.2 Either party may terminate the Services and this Agreement to be effective at the expiration of the then current Term upon no less than sixty (60) days prior written notice.

2.3 Either party may terminate the Services and the Agreement upon a material breach of the Agreement by the other party if such breach is not cured within thirty (30) days after receipt of written notice.

2.4 In the event that either party becomes insolvent, makes a general assignment for the benefit of creditors, is adjudicated a bankrupt or insolvent, commences a case under applicable bankruptcy laws, or files a petition seeking reorganization, the other party may request adequate assurances of future performance. Failure to provide adequate assurances, in the requesting party’s reasonable discretion, within ten (10) days of delivery of the request shall entitle the requesting party to terminate the Agreement immediately upon written notice to the other party.

2.5 If the Agreement is terminated for any reason:

- (a) Customer shall pay Kronos within thirty (30) days of such termination, all fees accrued and unpaid under this Agreement prior to the effective date of such termination, provided however, if Customer terminates for material breach of the Agreement by Kronos, Kronos shall refund Customer any pre-paid fees for Services not delivered by Kronos;
- (b) Customer’s right to access and use the Applications shall be revoked and be of no further force or effect and return rented Equipment as provided in Section 9.1 below;
- (c) Customer agrees to timely return all Kronos-provided materials related to the Services to Kronos at Customer’s expense or, alternatively, destroy such materials and provide Kronos with an officer’s certification of the destruction thereof; and
- (d) All provisions in the Agreement, which by their nature are intended to survive termination, shall so survive.

2.6 Customer Content shall be available to Customer to retrieve at any time and at no additional charge throughout the Term and for no more than thirty (30) days after expiration or termination of the Agreement for any reason. After such time period, Kronos shall have no further obligation to store or make available the Customer Content. Kronos will delete Customer Content after Customer’s rights to access the Services and retrieve Customer Content have ended.

3. FEES AND PAYMENT

3.1 Customer shall pay Kronos the Monthly Service Fees, the fees for the Implementation Services and any additional one time or recurring fees for Equipment, Training Points, KnowledgePass Education Subscription and such other Kronos offerings, all as set forth on the Order Form. The Monthly Service Fees will be invoiced on the frequency set forth on the Order Form (“**Billing Frequency**”). If Customer and Kronos have signed a Statement of Work for the Implementation Services, Implementation Services will be invoiced monthly as delivered unless otherwise indicated on the Order Form. If Kronos is providing Implementation

Services in accordance with the Services Implementation Guideline or as “a la carte” services on the Order Form, Kronos will invoice Customer for Implementation Services in advance of providing such Implementation Services unless otherwise indicated on the Order Form. All other Kronos offerings will be invoiced upon execution of the applicable Order Form by Kronos and Customer. Unless otherwise indicated on an Order Form, payment for all items shall be due 30 days following date of invoice. All payments shall be sent to the attention of Kronos as specified on the invoice. Except as expressly set forth in this Agreement, all amounts paid to Kronos are non-refundable. Customer is responsible for all applicable federal, state, country, provincial or local taxes relating to the goods and services provided by Kronos hereunder (including without limitation GST and/or VAT if applicable), excluding taxes based on Kronos’ income or business privilege.

3.2 If any amount owing under this or any other agreement between the parties is thirty (30) days or more overdue, Kronos may, without limiting Kronos’ rights or remedies, suspend Services until such amounts are paid in full. Kronos will provide at least seven (7) days prior written notice that Customer’s account is overdue before suspending Services.

3.3 At the later of (i) one (1) year after the effective date of this Agreement, or (ii) expiration of the Initial Term, and at each annual anniversary of that date thereafter, Kronos may increase the Monthly Service Fee rates in an amount not to exceed four percent (4%). The increased Monthly Service Fees will be reflected in the monthly invoice following the effective date of such increase without additional notice. For renewals based on the Annual in Advance Billing Frequency, Kronos will provide Customer with the renewal invoice prior to commencement of the Renewal Term and payment will be made by Customer in accordance with the payment terms agreed upon with Customer for the Initial Term.

4. RIGHTS TO USE

4.1 Subject to the terms and conditions of the Agreement, Kronos hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-assignable right to use during the Term and for internal business purposes only: a) the Applications and related services, including the Documentation; b) training materials and KnowledgePass Content; and, c) any embedded third party software, libraries, or other components, which form a part of the Services. The Services contain proprietary trade secret technology of Kronos and its Suppliers. Unauthorized use and/or copying of such technology are prohibited by law, including United States and foreign copyright law. Customer shall not reverse compile, disassemble or otherwise convert the Applications or other software comprising the Services into uncompiled or unassembled code. Customer shall not use any of the third party software programs (or the data models therein) included in the Services except solely as part of and in connection with the Services. The JBoss® Enterprise Middleware components of the Service are subject to the end user license agreement found at http://www.redhat.com/licenses/jboss_eula.html. Customer acknowledges that execution of separate third party agreements may be required in order for Customer to use certain add-on features or functionality, including without limitation tax filing services.

4.2 Customer acknowledges and agrees that the right to use the Applications is limited based upon the amount of the Monthly Service Fees paid by Customer. Customer agrees to use only the modules and/or features for the number of employees and users as described on the Order Form. Customer agrees not to use any other modules or features nor increase the number of employees and users unless Customer pays for such additional modules, features, employees or users, as the case may be. Customer may not license, sublicense or sublicense the Services, or otherwise permit use of the Services (including timesharing or networking use) by any third party. Customer may not provide service bureau or other data processing services that make use of the Services without the express prior written consent of Kronos. No license, right, or interest in any Kronos trademark, trade name, or service mark, or those of Kronos’ licensors or Suppliers, is granted hereunder.

4.3 Customer may authorize its third party contractors and consultants to access the Services through Customer’s administrative access privileges on an as needed basis, provided Customer: a) abides by its obligations to protect Confidential Information as set forth in this Agreement; b) remains responsible for all such third party usage and compliance with the Agreement; and c) does not provide such access to a competitor of Kronos who provides workforce management services.

4.4 Customer acknowledges and agrees that, as between Customer and Kronos, Kronos retains ownership of all right, title and interest to the Services, all of which are protected by copyright and other intellectual property rights, and that, other than the express rights granted herein and under any other agreement in writing with Customer, Customer shall not obtain or claim any rights in or ownership interest to the Services or Applications or any associated intellectual property rights in any of the foregoing. Customer agrees to comply with all copyright and other intellectual property rights notices contained on or in any information obtained or accessed by Customer through the Services.

4.5 When using and applying the information generated by the Services, Customer is responsible for ensuring that Customer complies with applicable laws and regulations. If the Services include the Workforce Payroll Applications or Workforce Absence Management Applications: (i) Customer is solely responsible for the content and accuracy of all reports and documents prepared in whole or in part by using these Applications, (ii) using these Applications does not release Customer of any professional obligation concerning the preparation and review of any reports and documents, (iii) Customer does not rely upon Kronos, Best Software, Inc. or these Applications for any advice or guidance regarding compliance with federal and state laws or the appropriate tax treatment of items reflected on such reports or documents, and (iv) Customer will review any calculations made by using these Applications and satisfy itself that those calculations are correct.

5. ACCEPTABLE USE

5.1 Customer shall take all reasonable steps to ensure that no unauthorized persons have access to the Services, and to ensure that no persons authorized to have such access shall take any action that would be in violation of this Agreement. Customer is responsible for all activities undertaken under the auspices of its passwords and other login credentials to use the Services.

5.2 Customer represents and warrants to Kronos that Customer has the right to publish and disclose the Customer Content in connection with the Services. Customer represents and warrants to Kronos that the Customer Content will comply with the Acceptable Use Policy.

5.3 Customer will not (a) use, or allow the use of, the Services in contravention of the Acceptable Use Policy.

5.4 Kronos may suspend the Services immediately upon written notice in the event of any security risk, negative impact on infrastructure or Acceptable Use Policy violation.

6. CONNECTIVITY AND ACCESS

Customer acknowledges that Customer shall (a) be responsible for securing, paying for, and maintaining connectivity to the Services (including any and all related hardware, software, networking, internet access, third party services and related equipment and components); and (b) provide Kronos and Kronos' representatives with such physical or remote access to Customer's computer and network environment as Kronos deems reasonably necessary in order for Kronos to perform its obligations under the Agreement. Customer will make all necessary arrangements as may be required to provide access to Customer's computer and network environment if necessary for Kronos to perform its obligations under the Agreement.

7. IMPLEMENTATION AND SUPPORT

7.1 Implementation Services. Kronos will provide the Implementation Services to Customer. Implementation Services described in an SOW are provided on a time and materials basis, billed monthly as delivered unless otherwise indicated on the Order Form. Implementation Services described in the Services Implementation Guideline are provided on a flat fee basis. If Customer requests additional Implementation Services beyond those described in the Services Implementation Guideline, Kronos will create a change order for Customer's review and approval and any additional Implementation Services to be provided by Kronos will be billed as delivered at the then-current Kronos professional services rates. Kronos' configuration of the Applications will be based on information and work flows that Kronos obtains from Customer during the discovery portion of the implementation. Customer shall provide Kronos with all necessary and accurate configuration-related information in a timely manner to ensure that mutually agreed implementation schedules are met. In the event that Kronos is required to travel to Customer's location during the implementation, Customer agrees to pay any travel expenses, such as airfare, lodging, meals and local transportation, plus an administrative fee of ten percent (10%) of the amount of such travel expenses, incurred by Kronos in accordance with the then-current standard Kronos travel and expense policies, which Kronos will provide to Customer upon request. Kronos shall invoice Customer for such travel expenses and payment thereof shall be due net thirty (30) days from date of invoice. Kronos' then-current Professional/Educational Services Policies shall apply to all Implementation Services provided by Kronos and may be accessed at: <http://www.kronos.com/Support/ProfessionalServicesEngagementPolicies.htm> ("Professional Services Policies"). In the event of a conflict between the Professional Services Policies and this Agreement, the terms of this Agreement shall prevail.

7.2 Additional Services. Customer may engage Kronos to provide other services which may be fixed by activity ("a la carte") or provided on a time and materials basis ("bill as you go") as indicated on the applicable Order Form.

7.3 Support. Kronos will provide 24x7 support for the cloud infrastructure, the availability to the cloud environment, and telephone support for the logging of functional problems and user problems. Customer may log questions online via the Kronos Customer Portal. As part of such support, Kronos will make updates to the Services available to Customer at no charge as such updates are released generally to Kronos'

customers. Customer agrees that Kronos may install critical security patches and infrastructure updates automatically as part of the Services. Kronos' then-current Support Services Policies shall apply to all Support Services provided by Kronos and may be accessed at: <http://www.kronos.com/Support/SupportServicesPolicies.htm> ("**Support Policies**"). In the event of a conflict between the Support Policies and this Agreement, the terms of this Agreement shall prevail.

7.4 Support Services for Equipment. Provided Customer has purchased support services for the Equipment, the following terms shall apply (Depot Exchange support services for rented Equipment are included in the rental fees for such Equipment):

(a) Customer may select, as indicated on an Order Form, an Equipment Support Services option offered by the local Kronos entity responsible for supporting the Equipment if and as such offerings are available within the Kronos territory corresponding to the Equipment's location. Kronos shall provide each Equipment Support Services offering as specified herein.

(i) **Depot Exchange and Depot Repair.** If Customer has selected Depot Exchange or Depot Repair Equipment Support Services, the following provisions shall apply: Upon the failure of installed Equipment, Customer shall notify Kronos of such failure and Kronos will provide remote fault isolation at the FRU (Field Replacement Unit) or subassembly level and attempt to resolve the problem. Those failures determined by Kronos to be Equipment related shall be dispatched to a Kronos Depot Repair Center, and Customer will be provided with a Return Material Authorization Number (RMA) for the failed Equipment if Customer is to return the failed Equipment to Kronos, as reasonably determined by Kronos. Customer must return the failed Equipment with the supplied RMA number. Hours of operation, locations and other information related to Kronos' Depot Repair Centers are available upon request and are subject to change. Return and repair procedures for failed Equipment shall be provided based on the Depot option - Depot Exchange or Depot Repair - selected by Customer on the applicable Order Form and as specified herein and in Kronos' then-current Support Services Policies. Service packs for the Equipment (as described in subsection (ii) below) are included in both Depot Exchange and Depot Repair Support Services.

Depot Exchange: Kronos will provide a replacement for the failed Equipment at the FRU or subassembly level on an "advanced exchange" basis, utilizing a carrier of Kronos' choice. Replacement Equipment will be shipped for delivery to Customer's location as further described in the Support Policies. REPLACEMENT EQUIPMENT MAY BE NEW OR RECONDITIONED. Customer shall specify the address to which the Equipment is to be shipped. All shipments will include the Kronos provided RMA designating the applicable Kronos Depot Repair Center, as the recipient. Customer, upon receipt of the replacement Equipment from Kronos, shall package the defective Equipment in the materials provided by Kronos, with the RMA supplied and promptly return failed Equipment directly to Kronos.

Depot Repair: Upon failure of installed Equipment, Customer shall install a Spare Product (as defined below) to replace the failed Equipment. Customer shall then return the failed Equipment, with the required RMA, to the applicable Kronos Depot Repair Center. Customer shall make reasonable efforts to return the failed Equipment using the same or substantially similar packing materials in which the original Equipment was sent. Customer shall also specify the address to which the repaired Equipment should be return shipped. Upon receipt of the failed Equipment, Kronos shall repair the failed Equipment and ship it, within ten (10) business days after receipt, to Customer. Kronos shall ship the repaired Equipment by regular surface transportation to Customer.

(ii) **Device Software Updates Only.** If Customer has selected Device Software Equipment Support Services, Customer shall be entitled to receive:

(A) Service packs for the Equipment (which may contain system software updates, firmware updates, security updates, and feature enhancements) available for download at Kronos' customer portal. Service packs for the Equipment are not installed by the Kronos Depot Repair Center but are available for download at Kronos' customer portal, provided Customer is maintaining the Equipment under an annual Equipment Support Services plan with Kronos.; and

(B) Access to the Kronos Support Services Center for the logging of requests for assistance downloading service packs for the Equipment.

(b) **Warranty.** Kronos warrants that all service packs and firmware updates provided under this Agreement shall perform in accordance with the Kronos published specifications in all material respects for a period of ninety (90) days after download by Customer. In the event of a breach of this warranty, Customer's exclusive remedy shall be Kronos' repair or replacement of the deficient service pack(s) or firmware update(s), at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the specifications.

(c) **Responsibilities of Customer.** It is Customer's responsibility to purchase and retain, at Customer's location and at Customer's sole risk and expense, a sufficient number of spare products ("**Spare Products**")

to allow Customer to replace failed Equipment at Customer's locations in order for Customer to continue its operations while repairs are being performed and replacement Equipment is being shipped to Customer. For each of the Depot Exchange and Depot Repair Equipment Support Services options, Customer agrees that it shall return failed Equipment promptly as the failures occur and that it shall not hold failed Equipment and send failed Equipment to Kronos in "batches" which shall result in a longer turnaround time to Customer. In addition, Customer agrees to:

- (i) Maintain the Equipment in an environment conforming to the Kronos published specifications for such Equipment;
- (ii) Not perform self-repairs on the Equipment (i.e., replacing components) without prior written authorization from Kronos;
- (iii) De-install all failed Equipment and install all replacement Equipment in accordance with Kronos' written installation guidelines;
- (iv) Ensure that the Equipment is returned to Kronos properly packaged; and
- (v) Obtain an RMA before returning any Equipment to Kronos and place the RMA clearly and conspicuously on the outside of the shipping package. Customer may only return the specific Equipment authorized by Kronos when issuing the RMA.

(d) *Delivery.* All domestic shipments within the United States are FOB Destination to/from Customer and Kronos with the shipping party bearing all costs and risks of loss, and with title passing upon delivery to the identified destination. All international shipments from Kronos to Customer are DAP (Incoterms 2010) to the applicable Customer location, and are DDP (Incoterms 2010) to the applicable Kronos Depot Repair Center when Customer is shipping to Kronos, and with title passing upon delivery to the identified destination. Customer is responsible for all duties and taxes when sending Equipment to Kronos.

7.5 KnowledgePass Education Subscription. When KnowledgePass Education Subscription is purchased on an Order Form (i.e., not indicated as "Included" in the Monthly Service Fees), Kronos will provide Customer with the KnowledgePass Education Subscription for a period of one (1) year from execution of the Order Form. Kronos will send Customer a renewal invoice for renewal of the KnowledgePass Education Subscription, and the KnowledgePass Education Subscription shall renew for an additional one (1) year term if Customer pays such invoice before the end of the then-current term for the KnowledgePass Education Subscription. The KnowledgePass Education Subscription provides access to certain educational offerings provided by Kronos (the "**KnowledgePass Content**"). Customer recognizes and agrees that the KnowledgePass Content is copyrighted by Kronos. Customer is permitted to make copies of the KnowledgePass Content provided in *pdf form solely for Customer's internal use. Customer may not disclose such KnowledgePass Content to any third party other than Customer's employees. Customer may not edit, modify, revise, amend, change, alter, customize or vary the KnowledgePass Content without the written consent of Kronos, provided that Customer may download and modify contents of training kits solely for Customer's internal use.

7.6 Training Points. "**Training Points**" are points which are purchased by Customer that may be redeemed for an equivalent value of instructor-led training sessions offered by Kronos. Training Points may be redeemed only during the Term but only prior to the date which is no more than twelve (12) months after the date of the Order Form pursuant to which the Training Points were acquired, after which time such Training Points shall expire and be of no value. Training Points may not be exchanged for other Kronos products or services.

7.7 Training Courses. When Training Points or training sessions are set forth in an SSS, the SSS applies. When Training Points or training sessions are not set forth in an SSS, as part of the Services, for each SaaS application module included in the Services purchased by Customer, Customer's employees shall be entitled to attend, in the quantity indicated, the corresponding training courses set forth at: www.kronos.com/products/workforce-central-saas/training-guidlines.aspx

Participation in such training courses is limited to the number of seats indicated for the courses corresponding to the modules forming a part of the Services purchased by Customer.

7.8 Technical Account Manager. Customers purchasing a Kronos Technical Account Manager ("**TAM**") as indicated on the Order Form shall receive the services of a dedicated, but not exclusive, TAM for one production instance of the Software. Customer will designate up to two primary and three secondary backup technical contacts ("**Technical Contacts**") to be the sole contacts with the TAM. Upon request, Customer may designate a reasonable number of additional and/or backup Technical Contacts. Customer is required to place all primary Technical Contacts through Kronos training for the Applications covered under this Agreement at Customer's expense.

8. CUSTOMER CONTENT

Customer shall own all Customer Content. Kronos acknowledges that all of the Customer Content is deemed to be the Confidential Information of Customer. Customer will ensure that all Customer Content conforms with the terms of this Agreement and applicable law. Kronos and its Suppliers may, but shall have no obligation to, access and monitor Customer Content from time to time to provide the Services and to ensure compliance with this Agreement and applicable law. Customer is solely responsible for any claims related to Customer Content and for properly handling and processing notices that are sent to Customer regarding Customer Content.

9. EQUIPMENT

If Customer purchases or rents Equipment from Kronos, a description of such Equipment (model and quantity), the applicable pricing, and delivery terms shall be listed on the Order Form.

9.1 *Rented Equipment.* The following terms apply only to Equipment Customer rents from Kronos:

- (a) Rental Term and Warranty Period. The term of the Equipment rental and the “Warranty Period” for such Equipment shall run coterminously with the Term of the other Services provided under the Agreement.
- (b) Insurance. Customer shall insure the Equipment for an amount equal to the replacement value of the Equipment for loss or damage by fire, theft, and all normal extended coverage at all times. No loss, theft or damage after shipment of the Equipment to Customer shall relieve Customer from Customer’s obligations under the Agreement.
- (c) Location/Replacement. Customer shall not make any alterations or remove the Equipment from the place of original installation without Kronos’ prior written consent. Kronos shall have the right to enter Customer’s premises to inspect the Equipment during normal business hours. Kronos reserves the right, at its sole discretion and at no additional cost to Customer, to replace any Equipment with newer or alternative technology Equipment as long as the replacement Equipment at least provides the same level of functionality as that being replaced.
- (d) Ownership. All Equipment shall remain the property of Kronos. All Equipment is, and at all times shall remain, separate items of personal property, notwithstanding such Equipment’s attachment to other equipment or real property. Customer shall not sell or otherwise encumber the Equipment. Customer shall furnish any assurances, written or otherwise, reasonably requested by Kronos to give full effect to the intent of terms of this paragraph (d).
- (e) Equipment Support. Kronos shall provide to Customer the Equipment support services described in Section 7.
- (f) Return of Equipment. Upon termination of the Agreement or the applicable Order Form, Customer shall return, within thirty (30) days of the effective date of termination and at Customer’s expense, the Equipment subject to this Section 9.1. Equipment will be returned to Kronos in the same condition as and when received, reasonable wear and tear excepted. If Customer fails to return Equipment within this time period, upon receiving an invoice from Kronos, Customer shall pay Kronos the then list price of the unreturned Equipment.

9.2 *Purchased Equipment.* The following terms apply only to Equipment Customer purchases from Kronos:

- (a) Title and Warranty Period. When the Order Form indicates FOB – Shipping Point, title to the Equipment passes to Customer upon delivery to the carrier; for all other shipping terms, title passes upon delivery to Customer. The “Warranty Period” for the Equipment shall be for a period of 90 days from such delivery (unless otherwise required by law).
- (b) Kronos shall provide to Customer the Equipment support services described in this Agreement if purchased separately by Customer as indicated on the applicable Order Form. If purchased, Equipment support services have a term of one (1) year commencing upon expiration of the Warranty Period. Equipment support services will be automatically extended for additional one (1) year terms on the anniversary of its commencement date (“Renewal Date”), unless either party has given the other thirty (30) days written notification of its intent not to renew. Kronos may change the annual support charges for Equipment support services effective at the end of the initial one (1) year term or effective on the Renewal Date, by giving Customer at least thirty (30) days prior written notification.

9.3 *Equipment with Finger Scan Sensor Technology.* The following terms apply only to any Equipment with finger scan sensor technology purchased by Customer from Kronos or a Kronos reseller (“Finger Scan Equipment”):

- (a) To the extent that any biometric privacy laws may apply to Customer’s use of the Finger Scan Equipment, Customer warrants that they will comply with any such laws prior to commencing use of the Finger Scan Equipment and will remain in compliance at all times. Customer further warrants that, if required by law, prior to such use it will (i) obtain signed releases from employees consenting to the use of the Finger Scan Equipment for employee timekeeping purposes and (ii) issue policies made available to their employees and the public regarding its retention and destruction of the Finger Scan data. Customer further warrants that it

will ensure that any releases, consents, or policies, as required by applicable law, will by their terms expressly apply to Kronos and its authorized subcontractors.

(b) Only to the extent permitted under applicable law, Customer agrees to defend, hold harmless and indemnify Kronos, its employees, directors, parent, subsidiaries and authorized partners and subcontractors (collectively, "Kronos Indemnitees") for any claims, damages, penalties or fines asserted or awarded against a Kronos Indemnatee arising out of or relating to Customer's breach of any of the foregoing warranties in Section 9.3(a) above. Upon receipt of such notice, the Customer shall assume sole control of the defense and settlement of such claim; provided that (i) Kronos will be entitled to participate in the defense of such claim and to employ counsel at its own expense to assist in the handling of such claim, on a monitoring and a non-controlling basis; (ii) Customer shall not settle any claim on any terms or in any manner that adversely affects the rights of Kronos without its prior written consent; and (iii) Kronos will provide reasonable cooperation and assistance at Customer's sole cost and expense.

10. SERVICE LEVEL AGREEMENT

Kronos shall provide the service levels and associated credits, when applicable, in accordance with the Service Level Agreement attached hereto as Exhibit A and which is hereby incorporated herein by reference. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY IN THE EVENT OF ANY SERVICE OUTAGE OR INTERRUPTION OF THE SERVICES OR FAILURE BY KRONOS TO MEET THE TERMS OF THE APPLICABLE SERVICE LEVEL AGREEMENT, SHALL BE THE REMEDIES PROVIDED IN EXHIBIT A.

11. LIMITED WARRANTY; DISCLAIMERS OF WARRANTY

11.1 Kronos represents and warrants to Customer that the Applications, under normal operation as specified in the Documentation and when used as authorized herein, will perform substantially in accordance with such Documentation during the Term.

11.2 Kronos' sole obligation and Customer's sole and exclusive remedy for any breach of the foregoing warranty is limited to Kronos' reasonable commercial efforts to correct the non-conforming Applications at no additional charge to Customer. In the event that Kronos is unable to correct material deficiencies in the Services arising during the Warranty Period, after using Kronos' commercially reasonable efforts to do so, Customer shall be entitled to terminate the then remaining Term of the Agreement as Customer's sole and exclusive remedy. Kronos' obligations hereunder for breach of warranty are conditioned upon Customer notifying Kronos of the material breach in writing, and providing Kronos with sufficient evidence of such non-conformity to enable Kronos to reproduce or verify the same.

11.3 Kronos warrants to Customer that each item of Equipment shall be free from defects in materials and workmanship during the Warranty Period. In the event of a breach of this warranty, Customer's sole and exclusive remedy shall be Kronos' repair or replacement of the deficient Equipment, at Kronos' option, provided that Customer's use, installation and maintenance thereof have conformed to the Documentation for such Equipment. This warranty is extended to Customer only and shall not apply to any Equipment (or parts thereof) in the event of:

- (a) damage, defects or malfunctions resulting from misuse, accident, neglect, tampering, (including without limitation modification or replacement of any Kronos components on any boards supplied with the Equipment), unusual physical or electrical stress or causes other than normal and intended use;
- (b) failure of Customer to provide and maintain a suitable installation environment, as specified in the published specifications for such Equipment; or
- (c) malfunctions resulting from the use of badges or supplies not approved by Kronos.

EXCEPT AS PROVIDED FOR IN THIS SECTION 11, KRONOS HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS, GUARANTIES AND REPRESENTATIONS RELATING TO THE SERVICES, EXPRESS OR IMPLIED, ORAL OR IN WRITING, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WHETHER OR NOT ARISING THROUGH A COURSE OF DEALING, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT MAY OTHERWISE ARISE PURSUANT TO ANY STATUTE, CODE, COMMON LAW OR JUDICIAL DECISION. THE SERVICES ARE NOT GUARANTEED TO BE ERROR-FREE OR UNINTERRUPTED. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, KRONOS MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF THE SERVICES, THE SAAS APPLICATIONS OR THE EQUIPMENT NOR ANY RESULTS TO BE ACHIEVED THEREFROM.

12. DATA SECURITY AND PRIVACY

12.1 As part of the Services, Kronos shall provide those administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer data as described at: <http://www.kronos.com/products/workforce-central-cloud/cloud-guidelines.aspx>

12.2 As between Customer and Kronos, all Personally Identifiable Data is Customer's Confidential Information and will remain the property of Customer. Customer represents that to the best of Customer's knowledge such Personally Identifiable Data supplied to Kronos is accurate. Customer hereby consents to the use, processing or disclosure of Personally Identifiable Data by Kronos and Kronos' Suppliers wherever located only for the purposes described herein and only to the extent such use or processing is necessary for Kronos to carry out Kronos' duties and responsibilities under the Agreement or as required by law.

12.3 Prior to initiation of the Services under the Agreement and on an ongoing basis thereafter, Customer agrees to provide notice to Kronos of any extraordinary privacy or data protection statutes, rules, or regulations which are or become applicable to Customer's industry and which could be imposed on Kronos as a result of provision of the Services. Customer will ensure that: (a) the transfer to Kronos and storage of any Personally Identifiable Data by Kronos or Kronos' Supplier's data center is permitted under applicable data protection laws and regulations; and, (b) Customer will obtain consents from individuals for such transfer and storage to the extent required under applicable laws and regulations.

12.4 Kronos will notify Customer in accordance with applicable laws upon becoming aware of an unauthorized access of Customer Content.

12.5 Customer agrees that Kronos may use sub-processors to fulfill its contractual obligations under the Agreement. The list of sub-processors that are engaged by Kronos to carry out processing activities on Customer Content on behalf of Customer can be found at: <https://www.kronos.com/workforce-central-cloud/subprocessors>

13. INDEMNIFICATION

13.1 Kronos shall defend Customer and its respective directors, officers, and employees (collectively, the "**Customer Indemnified Parties**"), from and against any and all notices, charges, claims, proceedings, actions, causes of action and suits, brought by a third party (each a "**Claim**") alleging that the permitted uses of the Services infringe or misappropriate any United States or Canadian copyright or patent, and Kronos will indemnify and hold harmless the Customer Indemnified Parties against any liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees) actually awarded to a third party as a result of such Claim by a court of applicable jurisdiction or as a result of Kronos' settlement of such a Claim. In the event that a final injunction is obtained against Customer's use of the Services by reason of infringement or misappropriation of such copyright or patent, or if in Kronos' opinion, the Services are likely to become the subject of a successful claim of such infringement or misappropriation, Kronos, at Kronos' option and expense, will use commercially reasonable efforts to (a) procure for Customer the right to continue using the Services as provided in the Agreement, (b) replace or modify the Services so that the Services become non-infringing but remain substantively similar to the affected Services, and if neither (a) or (b) is commercially feasible, to (c) terminate the Agreement and the rights granted hereunder after provision of a refund to Customer of the Monthly Service Fees paid by Customer for the infringing elements of the Services covering the period of their unavailability.

13.2 Kronos shall have no liability to indemnify or defend Customer to the extent the alleged infringement is based on: (a) a modification of the Services by anyone other than Kronos; (b) use of the Applications other than in accordance with the Documentation for such Service or as authorized by the Agreement; (c) use of the Services in conjunction with any data, equipment, service or software not provided by Kronos, where the Services would not otherwise itself be infringing or the subject of the claim; or (d) use of the Services by Customer other than in accordance with the terms of the Agreement. Notwithstanding the foregoing, with regard to infringement claims based upon software created or provided by a licensor to Kronos or Suppliers, Kronos' maximum liability will be to assign to Customer Kronos' or Supplier's recovery rights with respect to such infringement claims, provided that Kronos or Kronos' Supplier shall use commercially reasonable efforts at Customer's cost to assist Customer in seeking such recovery from such licensor.

13.3 Only to the extent allowed for under applicable law, Customer shall defend Kronos, its Suppliers and their respective directors, officers, employees, agents and independent contractors (collectively, the "**Kronos Indemnified Parties**") from and against any and all Claims, and will indemnify and hold harmless the Kronos Indemnified Parties against liabilities, obligations, costs or expenses (including without limitation reasonable attorneys' fees), arising out of: (a) employment-related claims arising out of Customer's configuration of the Services; (b) Customer's modification or combination of the Services with other services, software or equipment not furnished by Kronos, provided that such Customer modification or combination is the cause of such infringement and was not authorized by Kronos; or, (c) a claim that the Customer Content

infringes in any manner any intellectual property right of any third party, or any of the Customer Content contains any material or information that is obscene, defamatory, libelous, or slanderous violates any person's right of publicity, privacy or personality, or has otherwise caused or resulted in any tort, injury, damage or harm to any other person. Customer will have sole control of the defense of any such action and all negotiations for its settlement or compromise. Kronos will cooperate fully at Customer's expense with Customer in the defense, settlement or compromise of any such action. **13.4** The Indemnified Party(ies) shall provide written notice to the indemnifying party promptly after receiving notice of such Claim. If the defense of such Claim is materially prejudiced by a delay in providing such notice, the purported indemnifying party shall be relieved from providing such indemnity to the extent of the delay's impact on the defense. The indemnifying party shall have sole control of the defense of any indemnified Claim and all negotiations for its settlement or compromise, provided that such indemnifying party shall not enter into any settlement which imposes any obligations or restrictions on the applicable Indemnified Parties without the prior written consent of the other party. The Indemnified Parties shall cooperate fully, at the indemnifying party's request and expense, with the indemnifying party in the defense, settlement or compromise of any such action. The indemnified party may retain its own counsel at its own expense, subject to the indemnifying party's rights above.

14. LIMITATION OF LIABILITY

14.1 EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, THE TOTAL AGGREGATE LIABILITY OF KRONOS OR KRONOS' SUPPLIERS TO CUSTOMER AND/OR ANY THIRD PARTY IN CONNECTION WITH THE AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES PROVEN BY CUSTOMER, SUCH DIRECT DAMAGES NOT TO EXCEED AN AMOUNT EQUAL TO THE TOTAL NET PAYMENTS RECEIVED BY KRONOS FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH SUCH CLAIM ARISES.

14.2 EXCEPT FOR KRONOS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 13 ABOVE, IN NO EVENT SHALL KRONOS OR KRONOS' SUPPLIERS, THEIR RESPECTIVE AFFILIATES, SERVICE PROVIDERS, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES OR FOR ANY LOST OR IMPUTED PROFITS OR REVENUES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE SERVICES RESULTING FROM DELAYS, NONDELIVERIES, MISDELIVERIES OR SERVICES INTERRUPTION, HOWEVER CAUSED, ARISING FROM OR RELATED TO THE SERVICES OR THE AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, WHETHER BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER KRONOS OR SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LIABILITY, LOSS OR DAMAGE.

14.3 EXCEPT WITH RESPECT TO LIABILITY ARISING FROM KRONOS' NEGLIGENCE, KRONOS DISCLAIMS ANY AND ALL LIABILITY, INCLUDING WITHOUT LIMITATION LIABILITY RELATED TO A BREACH OF DATA SECURITY AND CONFIDENTIALITY OBLIGATIONS, RESULTING FROM ANY EXTERNALLY INTRODUCED HARMFUL PROGRAM (INCLUDING WITHOUT LIMITATION VIRUSES, TROJAN HORSES, AND WORMS), CUSTOMER'S CONTENT OR APPLICATIONS, THIRD PARTY UNAUTHORIZED ACCESS OF EQUIPMENT, SAAS APPLICATIONS OR SYSTEMS, OR MACHINE ERROR.

15. CONFIDENTIAL INFORMATION

15.1 Each Party shall protect the Confidential Information of the other Party with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which such Party utilizes for its own information of similar character that it does not wish disclosed to the public. Neither Party shall disclose to third parties the other Party's Confidential Information, or use it for any purpose not explicitly authorized herein, without the prior written consent of the other Party. The obligation of confidentiality shall survive for five (5) years after the return of such Confidential Information to the disclosing party or five (5) years after the expiration or termination of the Agreement, whichever is later, as applicable. Notwithstanding anything herein to the contrary, each party acknowledges and agrees that all trade secrets shall be safeguarded by a receiving party as required by this Agreement for so long as such information remains a trade secret pursuant to applicable law.

15.2 Notwithstanding the foregoing, a party may disclose Confidential Information to the extent required:

(a) to any subsidiary or affiliate of such Party, or (b) to any consultants, contractors, and counsel who have a need to know in connection with the Agreement and have executed a non-disclosure agreement with obligations at least as stringent as this Section 15, or (c) by law, or by a court or governmental agency, or if necessary in any proceeding to establish rights or obligations under the Agreement; provided, the receiving party shall, unless legally prohibited or such disclosure is pursuant to the Tennessee Public Records Act, provide the disclosing party with reasonable prior written notice sufficient to permit the disclosing party an opportunity to contest such disclosure. If a party commits, or threatens to commit, a breach of this Section 15, the other party shall have the right to seek injunctive relief from a court of competent jurisdiction.

15.3 This Agreement imposes no obligation upon either Party with respect to the other Party's Confidential Information which the receiving Party can establish: (a) is or becomes generally known through no breach of the Agreement by the receiving party, or (b) is already known or is independently developed by the receiving party without use of or reference to the Confidential Information.

16. EXPORT

Customer understands that any export of the Equipment may require an export license and Customer assumes full responsibility for obtaining such license. Customer must obtain Kronos' prior written consent before exporting the Equipment.

17. GENERAL

17.1 This Agreement shall be governed by and construed in accordance with the laws of the state of Tennessee, without regard to any conflict of law provisions. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of the Agreement and waive and "opt out" of the Uniform Computer Information Transactions Act (UCITA), or such other similar law.

17.2 The invalidity or illegality of any provision of the Agreement shall not affect the validity of any other provision. The parties intend for the remaining unaffected provisions to remain in full force and effect.

17.3 Customer shall not assign the Agreement or the rights to use the Services without the prior written consent of Kronos and any purported assignment, without such consent, shall be void.

17.4 Neither Party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement (other than a failure to comply with payment obligations) where and to the extent that such failure or delay results from an unforeseeable event beyond a party's reasonable control, including but not limited to, acts of war; acts of nature; earthquake; flood; embargo; riot; sabotage; labor shortage or dispute; changes in government codes, ordinances, laws, rules, regulations or restrictions; failure of the Internet; terrorist acts; failure of data, products or services controlled by any third party, including the providers of communications or network services; utility power failure; material shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefor, or lack of or delay in transportation (each a "**Force Majeure Event**").

17.5 All notices given under the Agreement shall be in writing and sent postage pre-paid, if to Kronos, to the Kronos address on the Order Form, or if to Customer, to the billing address on the Order Form.

17.6 The section headings herein are provided for convenience only and have no substantive effect on the construction of the Agreement.

17.7 The parties agree that if the Agreement is accepted by the parties and that acceptance is delivered via fax or electronically delivered via email or the internet it shall constitute a valid and enforceable agreement.

17.8 This Agreement and any information expressly incorporated by reference herein, together with the applicable Order Form, constitute the entire agreement between the parties for the Services described herein and supersede all prior or contemporaneous representations, negotiations, or other communications between the parties relating to the subject matter of this Agreement. This Agreement may be amended only in writing signed by authorized representatives of both parties. Customer understands and acknowledges that while Kronos may disclose to customers certain confidential information regarding general Service or product development direction, potential future Services, products or product enhancements under consideration, Customer is not entitled to any Services, products or product enhancements other than those contained on the Order Form. Customer has not relied on the availability of any future version of the Services (including SaaS Applications or equipment) identified on an Order Form, nor any other future product in executing the Agreement.

CUSTOMER AGREES TO THESE TERMS AND CONDITIONS FOR ALL ORDER FORMS FOR THE SERVICES. THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO CONTRACTUALLY BIND CUSTOMER.

Customer	Kronos Incorporated
Dated:	Dated:
By:	By:
Name:	Name:
Title:	Title:

EXHIBIT A**SERVICE LEVEL AGREEMENT (SLA)**

Service Level Agreement: The Services, in a production environment, are provided with the service levels described in this Exhibit A. SLAs are only applicable to production environments. SLAs will be available upon Customer's signature of Kronos' Go Live Acceptance Form for Customer's production environment.

99.75% Application Availability

Actual Application Availability % = (Monthly Minutes (MM) minus Total Minutes Not Available (TM)) multiplied by 100) and divided by Monthly Minutes (MM), but not including Excluded Events

Service Credit Calculation: An Outage will be deemed to commence when the Applications are unavailable to Customer in Customer's production environment hosted by Kronos and end when Kronos has restored availability of the Applications. Failure to meet the 99.75% Application Availability SLA, other than for reasons due to an Excluded Event, will entitle Customer to a credit as follows:

Actual Application Availability % (as measured in a calendar month)	Service Credit to be applied to Customer's monthly invoice for the affected month
<99.75% to 98.75%	10%
<98.75% to 98.25%	15%
<98.25% to 97.75%	25%
<97.75 to 96.75%	35%
<96.75	50%

"Outage" means the accumulated time, measured in minutes, during which Customer is unable to access the Applications for reasons other than an Excluded Event.

"Excluded Event" means any event that results in an Outage and is caused by (a) the acts or omissions of Customer, its employees, customers, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Kronos, including without limitation Customer Content, failures or malfunctions resulting from circuits provided by Customer, any inconsistencies or changes in Customer's source environment, including either intentional or accidental connections or disconnections to the environment; (c) Force Majeure events; (d) expected downtime during the Maintenance Periods described below; (e) any suspension of the Services in accordance with the terms of the Agreement to which this Exhibit A is attached; (f) the unavailability of required Customer personnel, including as a result of failure to provide Kronos with accurate, current contact information; or (g) using an Application in a manner inconsistent with the Documentation for such Application.

"Maintenance Period" means scheduled maintenance periods established by Kronos to maintain and update the Services, when downtime may be necessary, as further described below. The Maintenance Period is used for purposes of the Service Credit Calculation; Kronos continuously maintains the production environment on a 24x7 basis to reduce disruptions.

Customer Specific Maintenance Period

1. Customer will choose one of the following time zones for their Maintenance Period:
 - a. United States Eastern Standard Time,

- b. GMT/UTC,
 - c. Central European Time (CET) or
 - d. Australian Eastern Standard Time (AEST).
2. Customer will choose one of the following days of the week for their Maintenance Period: Saturday, Sunday, Wednesday or Thursday.
 3. Kronos will use up to six (6) hours in any two (2) consecutive rolling months (specifically: January and February; March and April; May and June; July and August; September and October; November and December) to perform Customer Specific Maintenance, excluding any customer requested Application updates. Downtime in excess of these six (6) hours will be deemed to be an Outage.
 4. Customer Specific Maintenance will occur between 12am-6am during Customer's selected time zone.
 5. Excluding any customer requested Application updates, Kronos will provide notice for planned downtime via an email notice to the primary Customer contact at least seven (7) days in advance of any known downtime so planning can be facilitated by Customer.
 6. Customer Specific Maintenance Windows also include additional maintenance windows mutually agreed upon by Customer and Kronos.
 7. In absence of instruction from Customer, Kronos will by default perform Maintenance in the time zone where the Data Center is located.

Non-Customer Specific Maintenance Period

Kronos anticipates non-Customer Specific Maintenance to be performed with no or little (less than three hours per month) Customer downtime. If for any reason non-Customer Specific Maintenance requires downtime, Kronos will provide as much notice as reasonably possible of the expected window in which this will occur. Downtime in excess of three (3) hours per month for Non-Customer Specific Maintenance will be deemed to be an Outage.

"Monthly Minutes (MM)" means the total time, measured in minutes, of a calendar month commencing at 12:00 am of the first day of such calendar month and ending at 11:59 pm of the last day of such calendar month.

"Total Minutes Not Available (TM)" means the total number of minutes during the calendar month that the Services are unavailable as the result of an Outage.

Reporting and Claims Process: Service Credits will not be provided if: (a) Customer is in breach or default under the Agreement at the time the Outage occurred; or (b) the Outage results from an Excluded Event.

Kronos will provide Customer with an Application Availability report on a monthly basis for each prior calendar month. Within sixty (60) days of receipt of such report, Customer must request the applicable Service Credit by written notice to Kronos. Customer waives any right to Service Credits not requested within this time period. All performance calculations and applicable Service Credits are based on Kronos records and data unless Customer can provide Kronos with clear and convincing evidence to the contrary.

The Service Level Agreements in this Exhibit, and the related Service Credits, apply on a per production environment basis. For the avoidance of doubt, Outages in one production environment may not be added to Outages in any other production environment for purposes of calculating Service Credits.

Customer acknowledges that Kronos manages its network traffic in part on the basis of Customer's utilization of the Services and that changes in such utilization may impact Kronos' ability to manage network traffic. Therefore, notwithstanding anything else to the contrary, if Customer significantly changes its utilization of the Services than what is contracted with Kronos and such change creates a material and adverse impact on

the traffic balance of the Kronos network, as reasonably determined by Kronos, the parties agree to co-operate, in good faith, to resolve the issue.



Kronos Incorporated
900 Chelmsford Street
Lowell, MA 01851

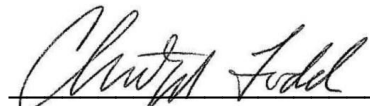
phone	+1 978 250 9800
fax	+1 978 367 5900
url	www.kronos.com

November 22, 2019

Certificate of Authority

I hereby certify that I am the President of Kronos Incorporated and that the following is authorized to execute sales order forms, quotes and Statements of Work on behalf of the corporation.

Nicole Dandurant – Order Processing Analyst



Christopher Todd
President



File #: 20-0963

DATE: July 22, 2020
TO: Board of Mayor and Alderman
FROM: Eric Stuckey, City Administrator
Jack Tucker, SES Director

SUBJECT:

Consideration Of Interlocal COF Contract No. 2020-0197 Agreement Between The City Of Franklin And Williamson County Concerning The Disposal Of Batteries, Oil, Paint, Antifreeze, And Electronics.

PURPOSE:

The purpose of this memo is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a interlocal contract between the City of Franklin and Williamson County for providing batteries, oil, paint, antifreeze, and electronics (BOPAE) drop-off services, to City and County residents, at the City-owned transfer station, 411 Century Court, Franklin, Tennessee.

BACKGROUND/STAFF COMMENTS:

In September 2009, the City of Franklin and Williamson County entered into an interlocal agreement for the City to provide a location at our Century Court transfer station for accepting BOPAE items from County residents. Together, with Williamson County, we have collected wastes from these categories for the past ten (10) years.

FINANCIAL IMPACT:

We continue to recognize there is minimal financial impact associated with this service. The sale of recyclables generates revenue to help offset the operating expenses associated with this portion of our daily operations.

RECOMMENDATION:

Staff recommends approval of the interlocal contract between the City of Franklin and Williamson County for proper disposal of BOPAE items.

AGREEMENT BETWEEN THE
CITY OF FRANKLIN, TENNESSEE, AND
WILLIAMSON COUNTY, TENNESSEE,
CONCERNING THE DISPOSAL OF BATTERIES, OIL, PAINT,
ANTIFREEZE, AND ELECTRONICS
COF Contract No. 2020-0197

THIS AGREEMENT ("Agreement"), made and entered into this _____ day of _____, 20_____, by and between the **CITY OF FRANKLIN**, a municipal corporation of the State of Tennessee, hereinafter referred to as ("City"), and **WILLIAMSON COUNTY**, a political subdivision of the State of Tennessee, hereinafter referred to as ("County") pursuant to the Interlocal Cooperation Act, Tennessee Code Annotated §§12-9-101 to -109.

WHEREAS, residents of the City and the County require the ability to effectively and responsibly dispose of batteries, oil, paint, antifreeze, and electronics (BOPAE); and

WHEREAS, the City has the ability to accept BOPAE at its transfer station; and

WHEREAS, County desires to assist the collection and disposal by providing certain items; and

WHEREAS, it is in the best interest of the City and County to enter into this Agreement to define the rights, duties, powers, liabilities, and responsibilities of each with regards to the disposal of BOPAE.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto, for themselves, their successors and assigns, agree as follows:

PART I. PURPOSE

The purpose of this Agreement is to set forth the obligations and rights of the parties in the collection and disposal of BOPAE.

PART II. DEFINITIONS

1. "BOPAE" means batteries, oil, paint, antifreeze, and electronics.
2. "City" means Franklin, Tennessee.
3. "County" means Williamson County, Tennessee.
4. "Transfer Station" means the facility owned, operated, and maintained by the City, and located at 417 Century Court, Franklin, Tennessee.

PART III. COLLECTION AND DISPOSAL OF BOPAE

1. The City shall collect BOPAE at the Transfer Station from City and County residents during the normal operating hours, Monday-Friday from 6:30 AM to 4:00 PM.
2. The County shall provide the City with pallets, as needed, for the collection of batteries.

3. The County shall provide the City with a tank which will be used for the collection of oil. The City is currently under contract with a vendor who shall pump the tank. In the event the City is no longer under contract for the pumping of the tank containing oil, the County agrees to be solely responsible for the removal of the oils.

4. The County shall provide the City with a container for the acceptance of paint. The City will not accept latex paint for disposal after December 31, 2020.

5. The County shall provide the City with a tank which will be used for the collection of antifreeze. The City is currently under contract with a vendor who shall pump the tank. In the event the City is no longer under contract for the pumping of the tank containing antifreeze, the County agrees to be solely responsible for the removal of the antifreeze.

6. The City shall be responsible for the disposal of electronics.

PART IV. GENERAL TERMS

1. Cooperation. All parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by the Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions of this Agreement granted or implied.

2. Termination. This Agreement shall remain in full force and effect for a period of one (1) year from the date of the execution of this Agreement. This Agreement may be renewed by consent of both parties thirty (30) days prior to the termination date.

3. Insurance. The City and County will procure and maintain at its expense during the life of the Agreement, insurance of the types and in the minimum amounts as required by Tennessee Law.

4. Choice of Law and Forum. This Agreement shall be governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be in Williamson County, Tennessee.

5. Notices. All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

COUNTY: **WILLIAMSON COUNTY, TENNESSEE**
County Administrative Complex
1320 West Main Street, Suite 125
Franklin, Tennessee 37064

CITY: **CITY OF FRANKLIN**
109 Third Avenue South
PO Box 305
Franklin, TN 37064

6. Entire Agreement and Modifications in Writing. This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this written agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing signed by the parties and attached hereto.

7. Dispute Resolution. The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the forgoing statement, any claims, disputes, or other matters in question between the parties to this agreement arising out of or relating to this agreement or breach thereof shall be subject to and decided by a court of law.

8. Assignment. The rights and obligations of this Agreement are not assignable.

9. Waiver. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against whom charged.

10. Headings. The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

11. Taxes. To the extent as provided by Tennessee Law, each party shall be responsible for the payment of any and all taxes that may be levied and assessed due to any construction undertaken as provided herein or otherwise due to this Agreement or any right arising under this Agreement.

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

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

14. Compliance with Laws. The Parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.

IN WITNESS WHEREOF, the County and the City have executed this Agreement effective as of the date and year first above written.

[Signature page to follow]

ATTEST:

CITY OF FRANKLIN, TN

BY: Eric S. Stuckey
City Administrator

BY: KEN MOORE
FRANKLIN MAYOR

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Maricruz R. Fincher, Staff Attorney

ATTEST:

WILLIAMSON COUNTY, TN

BY:

BY: ROGERS ANDERSON
COUNTY MAYOR

DATE: _____

DATE: _____

APPROVED AS TO FORM AND LEGALITY:

Williamson County Attorney