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

City of Franklin

Meeting Agenda

Work Session

Tuesday, July 9, 2024 | **4:30 PM** | **Board Room**

CALL TO ORDER

CITIZEN COMMENTS

Comments on agenda items may be made in person at City Hall or by emailing recorder@franklintn.gov before noon on the day of the meeting. Comments will be submitted for the record.

WORK SESSION DISCUSSION ITEMS

1. Franklin Tomorrow Vision City Conference - October 2024

   Sponsors: Eric Stuckey, Franklin Tomorrow

2. Growth And Infrastructure Alignment And Future Wastewater Capacity Discussion

   Sponsors: Michelle Hatcher

3. *Consideration Of Ordinance 2024-21, An Ordinance To Rezone 44.53 Acres From Estate Residential (ER) District To Civic Institutional (CI) District For The Property Located South Of Mack Hatcher Memorial Parkway And East Of Franklin Road. Establishing A Public Hearing On August 13, 2024
   FMPC 6/27/24, 6-0
   Sponsors: Emily Wright, Amy Diaz-Barriga, Joseph Bryan

4. Consideration Of Resolution 2024-33, A Resolution Initiating The Annexation Process And Draft Plan Of Services, For The Annexation Of 297.17 Acres, Located West Of Hillview Lane, At 1247 Hillview Lane

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

5. Consideration Of Resolution 2024-34, A Resolution Amending The West Franklin Park PUD Subdivision To Extend The Vested Rights, For The Property Located North Of McEwen Drive And East Of Interstate 65, Located At 6100 And 6700 Tower Circle. Establishing A Public Hearing On August 13, 2024
   FMPC 6/27/24, 6-0
   Sponsors: Emily Wright, Amy Diaz-Barriga, Chelsea Randolph

6. *Consideration Of Resolution 2024-07, A Resolution, As Amended, Approving A Development Plan For Preserve At Sheridan PUD Subdivision With 1 Modification Of Development Standards (Connectivity), For The Property Located West Of Franklin Road And South Of South Berrys Chapel Road, Located At 2247 South Berrys Chapel Road With Concurrence On Sections VI And VII And Without Concurrence On Section VIII By The Franklin Municipal Planning Commission
   FMPC 2/22/24, 7-0; MOS1: Connectivity, 7-0; 6/27/24, concurrence on Section VI and VII, nonconcurrency on Section VIII, 6-0
   WS 3/12/24

BOMA 5/14/24, 7-0 to defer to 5/28/24
BOMA 5/28/24, 7-0; MOS1: Connectivity, 6-1; with additional conditions of approval

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

7. Consideration Of COF Contract No. 2024-0159, With Frank Carney Of Evans Petree For Engagement Agreement For Legal Counsel For Employee Pension Plan

Sponsors: Eric Stuckey, Shauna Billingsley

8. Consideration Of Amendment 1 To COF Contract No. 2019-0122, With SS-CH Franklin, LLC For Parkland Impact Fee And Construction Agreement For Aureum PUD

Sponsors: Lisa Clayton, Heather Eusebio

9. *Consideration of Resolution 2024-61, A Resolution Authorizing City Of Franklin To Join The State of Tennessee And Other Local Governments In Amending The Tennessee State-Subdivision Opioid Abatement Agreement And Approving The Related Settlement Agreement

Sponsors: Shauna Billingsley

10. Consideration Of Resolution 2024-59, A Resolution Authorizing The City Administrator To Approve Agreements And The Use Of Condemnation, If Necessary, To Acquire Rights-Of-Way And/Or Easements For The "Mallory Lane, North Royal Oaks And Liberty Pike Intersection Project"
WS 6/11/24

Sponsors: Paul Holzen

11. Presentation On New City Hall Interior Design Concepts

Sponsors: Kelly Dannenfelser, Anna Ruth Kimbrough, Malee Cherry

12. Consideration Of Resolution 2024-45, A Resolution To Approve Harlinsdale Pedestrian Artwork Recommended By The Franklin Public Arts Commission

Sponsors: Heather Eusebio, Monique McCullough, Vernon Gerth

13. Consideration Of COF Contract No. 2024-0123, With Michael McLaughlin For Commission Of Artwork For Harlinsdale Pedestrian Bridge

Sponsors: Heather Eusebio, Monique McCullough, Vernon Gerth

14. Discussion Of The Public Right Of Way For South Margin Street Between Columbia Ave And Cummins Street

Sponsors: Jimmy Wiseman

15. Discussion Of The Armistead PUD Development Plan And Modifications To The City Of Franklin Street Standards

Sponsors: Jimmy Wiseman

16. Discussion Of Request To Authorize Paid Parking At 94-98 E. Main Street, 103 1st Ave N., And 127 2nd Ave N

Sponsors: Tom Marsh, Alex Brown, Shanna McCoy

17. Discussion Of Board Of Mayor And Aldermen Pay
WS 2/13/24

Sponsors: Alderman Beverly Burger

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.

HISTORIC FRANKLIN TENNESSEE

City of Franklin

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

File #: 21-0347

DATE: June 11, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Franklin Tomorrow

SUBJECT:

Franklin Tomorrow Vision City Conference - October 2024

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the 2024 Franklin Tomorrow Vision City Conference scheduled for October 15-17, 2024.

BACKGROUND/STAFF COMMENTS:

Franklin Tomorrow Chief Executive Officer Mindy Tate will join us and provide an overview of the upcoming 2024 Franklin Tomorrow Vision City Conference in partnership with the SEASIDE Institute.

FINANCIAL IMPACT:

Cost implications will be determined based on participation by elected and appointed officials and city staff.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge and support the 2024 Franklin Tomorrow Vision City Conference.

HISTORIC FRANKLIN TENNESSEE

City of Franklin

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

File #: 21-0401

DATE: June 25, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

Growth And Infrastructure Alignment And Future Wastewater Capacity Discussion

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a discussion about the growth and development and the associated wastewater capacity for that growth.

BACKGROUND/STAFF COMMENTS:

This presentation will discuss the estimated growth projections, based on historical trends, to look at future capacity and needs with respect to the proposed new southeast facility. While the majority of growth centers around the southeast portion of the City, the growth of the entire City will be a part of this discussion as wastewater capacity is the limiting factor when discussing growth and future needs of the City.

FINANCIAL IMPACT:

There is no financial impact from this presentation, however, cost implications will be discussed.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the presentation and provide recommendations to the Department for moving forward.

City of Franklin

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

File #: 21-0359

DATE: June 25, 2024

TO: Board of Mayor and Aldermen

FROM: Emily Wright, Director of Planning and Sustainability
Amy Diaz-Barriga, Asst Director of Planning Development
Joseph Bryan, Principal Planner

SUBJECT:

*Consideration Of Ordinance 2024-21, An Ordinance To Rezone 44.53 Acres From Estate Residential (ER) District To Civic Institutional (CI) District For The Property Located South Of Mack Hatcher Memorial Parkway And East Of Franklin Road. Establishing A Public Hearing On August 13, 2024
FMPC 6/27/24, 6-0

PURPOSE:

PROJECT INFORMATION
COF Project Number: 8500
Applicant: City of Franklin
Owner: City of Franklin

BACKGROUND/STAFF COMMENTS:
The applicant is requesting to rezone 44.53 acres located South of Mack Hatcher Memorial Parkway and East of Franklin Road from Estate Residential (ER) District to Civic Institutional (CI) District. The property is owned by the City of Franklin and will be utilized for public parkland. Both the previous version of Envision Franklin and the recently updated Envision Franklin plan place this property in design concepts that promote the preservation of the rural character of the area, limiting development and promoting the extension of trails and the preservation of natural features. The proposed rezoning meets the recommendations of Envision Franklin and helps to maintain the rural character of this historic corridor.

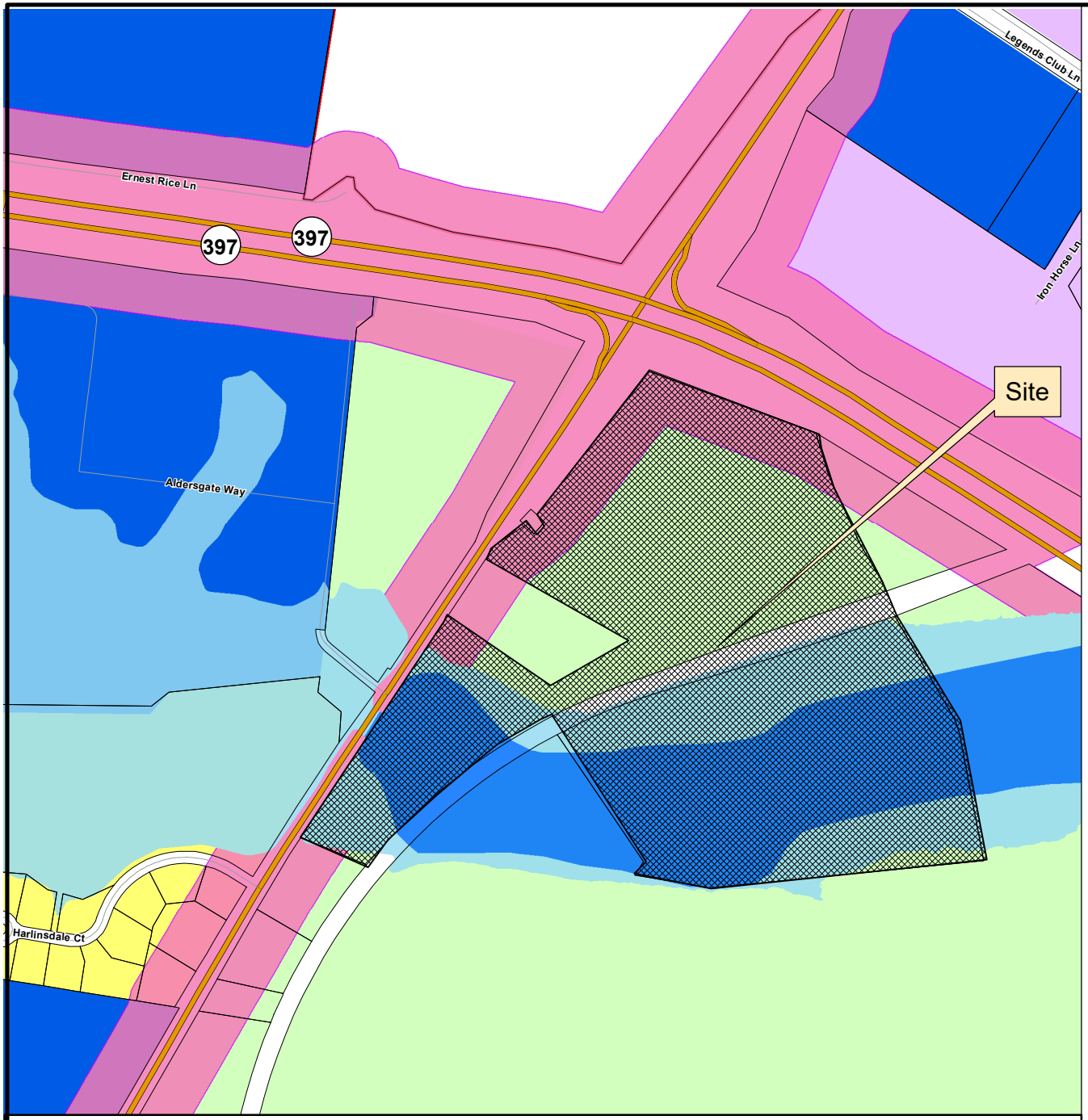
PROCEDURAL REQUIREMENTS:
1. The City's project identification number shall be included on all correspondence with any City department relative to this project.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Planning Commission recommend to the Board of Mayor and Aldermen to approve Ordinance 2024-21.
Franklin Municipal Planning Commission recommends approval of Ordinance 2024-21 by a vote of 6-0.



CREEKSIDE HOME SITE, REZONING
ORDINANCE 2024-21

Project Information
Existing Zoning: ER Estate Residential
Proposed Zoning: CI Civic and Institutional
Overlay Districts: CFO, HPO, FWO, FFO, SCO
Site Acreage: 44.53 acres

**Subject parcel is within the CFO and HPO. These overlays are not shown on this map for clarity purposes.

Legend

- Creekside Home Site Subdivision
- Floodway Fringe Overlay
- Floodway Overlay
- Scenic Corridor Overlay
- 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

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 2024. All rights reserved.

N

0 250 500 1,000
Feet

HISTORIC FRANKLIN TENNESSEE

ORDINANCE 2024-21

AN ORDINANCE TO REZONE 44.53 ACRES FROM ESTATE RESIDENTIAL (ER) DISTIRCT TO CIVIC INSTITUTIONAL (CI) DISTRICT FOR THE PROPERTY LOCATED SOUTH OF MACK HATCHER MEMORIAL PARKWAY AND EAST OF FRANKLIN ROAD.

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

WHEREAS, the Civic Institutional (CI) District provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

WHEREAS, the zoning has been reviewed and approved by BOMA after a public hearing and a recommendation by the Franklin Municipal Planning Commission and the BOMA have found that the rezoning is in the best interest of the City.

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of Estate Residential (ER) District to Civic Institutional (CI) District:

PREMISES CONSIDERED

Map-Parcel	Acres
063-24.03	44.53
Total	44.53

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.

IT IS SO ORDAINED AND DONE on this ____ day of _____, 2024.

ATTEST:

By: _____
Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Law Dept approved 06.17.24

Approved as to form by:

_____

Shauna R. Billingsley
City Attorney

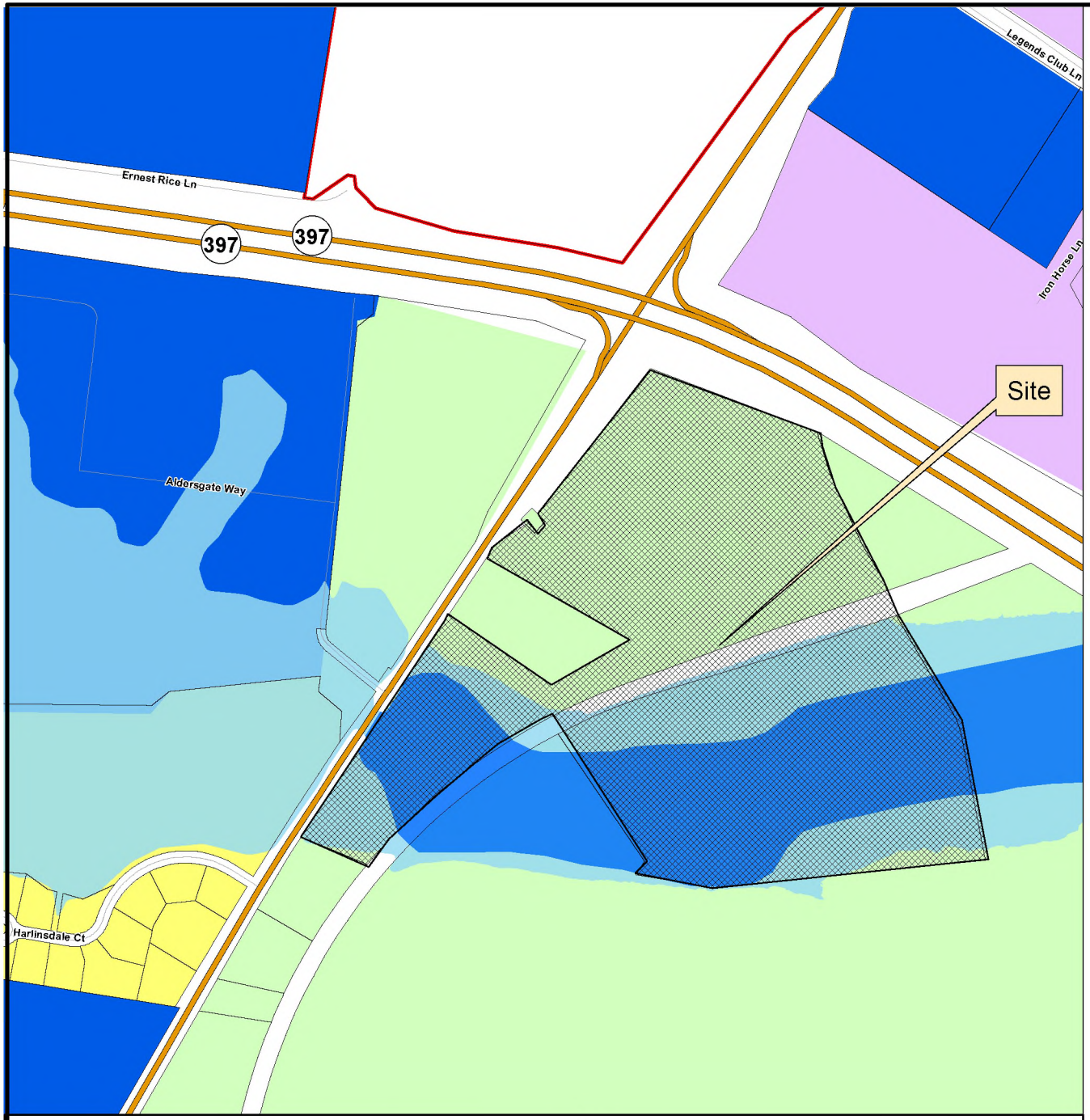
PLANNING COMMISSION RECOMMENDED: _____

PASSED FIRST READING: _____

PUBLIC HEARING HELD: _____

PASSED SECOND READING: _____

PASSED THIRD READING: _____



CREEKSIDE HOME SITE, REZONING
ORDINANCE 2024-21

Project Information
Existing Zoning: ER Estate Residential
Proposed Zoning: CI Civic and Institutional
Overlay Districts: CFO, HPO, FWO, FFO
Site Acreage: 44.53 acres

**Subject parcel is within the CFO and HPO. These overlays are not shown on this map for clarity purposes.

Legend

- Creekside Home Site Subdivision
- Floodway Fringe Overlay
- Floodway Overlay
- 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

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 2024. All rights reserved.

N

0 250 500 1,000
Feet

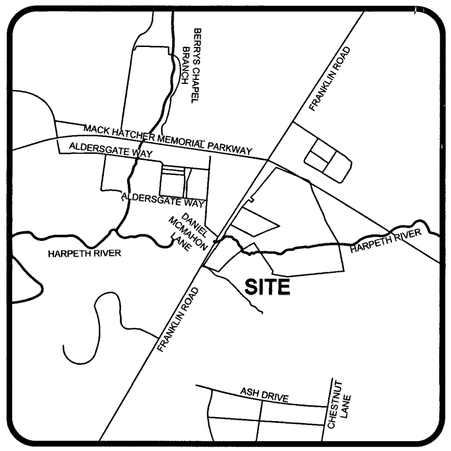
HISTORIC FRANKLIN TENNESSEE

LEGEND

IRON PIN FOUND		FIRE HYDRANT		UTILITY POLE		PUBLIC UTIL. & DRAIN ESMT.	P.U.D.E.	BOUNDARY	
IRON PIN SET		SANITARY SEWER MH	SS	GUY ANCHOR		ADDRESSES	1234	CENTERLINE	
CONC. MON. FOUND		SANITARY SEWER CO	CO	COMMUNICATION BOX	C	OPEN SPACE	O.S.	BUFFER	
CONC. MON. SET		AREA DRAIN		COMMUNICATION MH	C	SANITARY SEWER	8" SA	WATER FEATURE	
CONTROL POINT FOUND		CURB INLET		GAS METER	G	WATER	4" W	TREE LINE	
CONTROL POINT SET		STORM MH	ST	GAS VALVE		UNDERGROUND ELEC	UGE	R.O.W.	RIGHT OF WAY
BENCH MARK		ELECTRIC METER-BOX	E	EVERGREEN TREE		OVERHEAD ELEC	OHE	PVMT.	EDGE OF PAVEMENT
WATER METER	W	ELECTRIC MH	E	SIDEWALK		GAS	4" G	PUDE	PUBLIC UTILITY AND DRAINAGE EASEMENT
WATER VALVE		LIGHT POLE		MIN. BUIDLING SETBACK	M.B.S.L.	COMMUNICATIONS	COM	G.I.E.	GREEN INFRASTRUCTURE EASEMENT

HATCH LEGEND

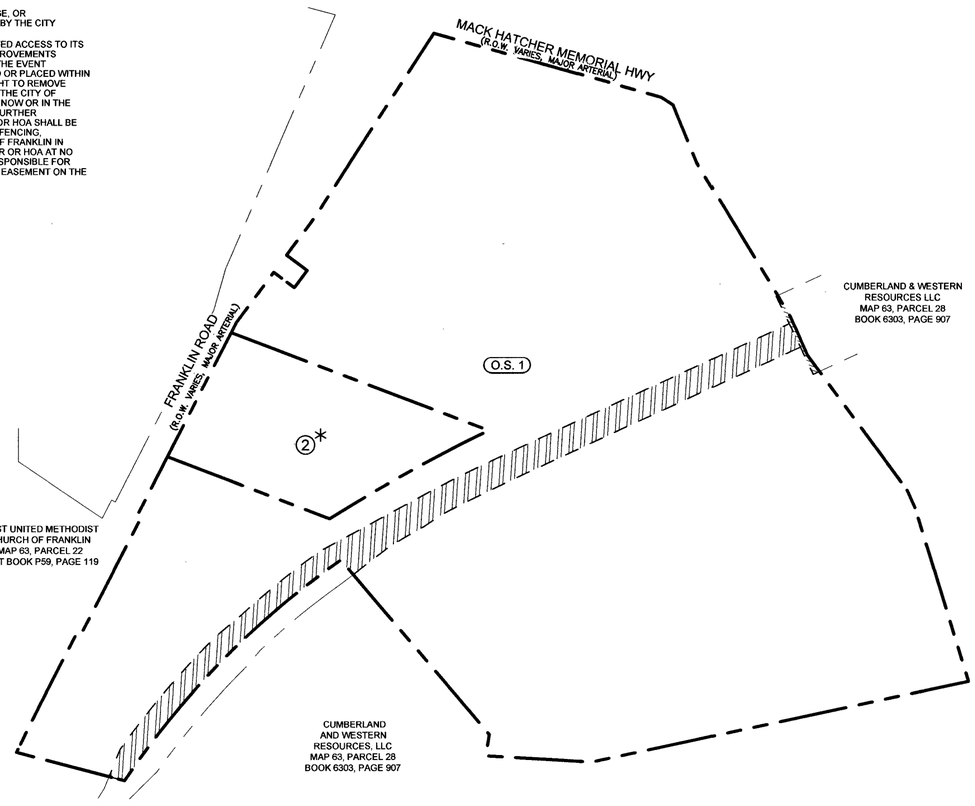
CSX RAILROAD EASEMENT



VICINITY MAP
NOT TO SCALE

PLAT NOTES :

1. THE PURPOSE OF THIS PLAT IS TO CREATE A LOT FROM PARCEL 24.01.
2. SUBJECT PROPERTY IS PRESENTLY IDENTIFIED AS PARCEL 24.00, ON WILLIAMSON COUNTY TAX MAP 63. SAID PARCEL IS FURTHER IDENTIFIED AS TRACT TWO OF THE PROPERTY DESCRIBED IN DEED BOOK 9284, PAGE 538, REGISTERS OFFICE OF WILLIAMSON COUNTY, TENNESSEE.
3. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTION; ZONING OR OTHER LAND USE REGULATIONS.
4. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY.
5. ZONING: ER (ESTATE RESIDENTIAL)
6. THIS SURVEY WAS CONDUCTED WITH THE BENEFIT OF A TITLE REPORT ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 23-0007, DATED APRIL 03, 2023, 8:00AM AND IS SUBJECT TO ITS FINDINGS. THERE MAY BE OTHER IMPROVEMENTS OR ENCUMBRANCES THAT AFFECT THE PROPERTY SINCE THE ISSUANCE OF THE REPORT.
7. BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83). ELEVATIONS SHOWN HEREON ARE BASED ON NAVD88.
8. ALL CORNERS SHOWN ON THE FACE OF THE SURVEY ARE MARKED EITHER FOUND OR SET. ANY MISSING CORNERS ARE MARKED WITH AN IRON ROD AND CAP BEARING THIS SURVEYORS COMPANY NAME.
9. UTILITIES SHOWN HEREON WERE COMPILED FROM VISIBLE STRUCTURES AT THE SITE, INFORMATION FROM PLANS, AND PHYSICAL MARKINGS AND COMBINED TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THIS SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. VERIFICATION OF EXISTENCE, LOCATIONS, AND DEPTH SHOULD BE MADE BEFORE CONDUCTING ANY EXCAVATION IN THE VICINITY OF THE UTILITY.
10. THIS PROPERTY LIES WITHIN ZONE "AE" AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 47181C0203G, WITH AN EFFECTIVE DATE OF DECEMBER 22, 2016, WHICH MAKES UP A PART OF THE NATIONAL FLOOD INSURANCE PROGRAM. BASE FLOOD ELEVATION FOR THIS PROPERTY IS 633.00-642.00. ZONE "AE" IS AN AREA WHERE BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED. FLOOD HAZARD DATA IS BASED OFF GIS DATA AND SHAPE FILES DOWNLOADED FROM THE FEMA WEBSITE HTTPS://HAZARDS.FEMA.GOV/FEMAPORTAL/WPS/PORTAL/NFHLWMS. THE BFE SHOWN ON THIS SURVEY IS BASED ON FIELD-RUN ELEVAITONS.
11. I HEREBY CERTIFY THAT THIS IS A CATEGORY IV SURVEY AND WAS CONDUCTED IN ACCORDANCE WITH RULE 0820-03.11 (GLOBAL POSITION SYSTEMS SURVEYS) ACCORDING TO THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE AS PROMULGATED BY THE TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. THIS SURVEY WAS CONDUCTED USING TRIMBLE R10/R12 DUAL-FREQUENCY RTK GNSS BASE AND ROVER. THE PRIMARY BASE CONTROL POSITION WAS DETERMINED USING THE NOAA CORS NETWORK BY POST-PROCESSING A MINIMUM ONE HOUR OCCUPATION.
    a. THE MAXIMUM RMS VALUES FOR FIXED POSITIONS AT 1-SIGMA ARE 0.03 FEET HORIZONTAL AND 0.06 FEET VERTICAL. THE MAXIMUM DIFFERENCE BETWEEN COMPUTED AVERAGE POSITIONS AND THOSE USED IN THE AVERAGE DOES NOT EXCEED 0.03 FEET HORIZONTAL OR 0.06 FEET VERTICAL.
    b. POSITIONS FOR BOUNDARY MONUMENTS AND SECONDARY CONTROL POINTS ARE THE RESULT OF AN AVERAGE OF THREE OR MORE OCCUPATIONS OF ONE-MINUTE OR LONGER. THE MINIMUM OCCUPATION TIMES FOR TOPOGRAPHIC FEATURES ARE THREE SECONDS.
    c. DATE OF SURVEY: 06/02/2023
    d. HORIZONTAL ZONE/DATUM: TN-4100/NAD83(2011) - TENNESSEE STATE PLANE COORDINATES (U.S. SURVEY FEET).
    e. VERTICAL DATUM: NAVD88 (ELEVATIONS GIVEN IN FEET ARE EQUAL TO ORTHOMETRIC HEIGHTS DERIVED USING GEOID03, GRID 7 REVISED).
    f. NO COMBINED GRID FACTORS WERE USED.
12. ALL CORNERS SHOWN ON THE FACE OF THE SURVEY WILL BE SET WITH 5/8 IRON ROD WITH CAP BEARING THIS SURVEYORS COMPANY NAME.
13. WITHIN NEW DEVELOPMENTS AND FOR OFF-SITE LINES CONSTRUCTED AS A RESULT OF, OR TO PROVIDE SERVICE TO, THE NEW DEVELOPMENT, ALL UTILITIES (INCLUDING CABLE TELEVISION, ELECTRICAL, NATURAL GAS, SEWER, TELEPHONE, AND WATER LINES) SHALL BE PLACED UNDERGROUND.
14. MINERAL RIGHTS ARE TO BE HELD BY DEVELOPER.
15. LOT 1 IS NON-BUILDABLE UNTIL A SITE PLAN FOR THE DEVELOPMENT OF LOT 1 IS APPROVED BY CITY OF FRANKLIN WHICH DETAILS ACCESS AND EXTENSION OF PUBLIC UTILITIES AS NECESSARY FOR THE DEVELOPMENT OF LOT 1 OR ANY PORTION THEREOF.
16. NO LOTS SHALL HAVE DIRECT ACCESS TO MACK HATCHER PARKWAY.
17. ACCESS TO LOTS 1 OR 2 FROM FRANKLIN ROAD SHALL BE AS DEPICTED HEREON OR AS DETERMINED BY REVIEW AND APPROVAL OF A SITE PLAN BY CITY OF FRANKLIN AND TENNESSEE DEPARTMENT OF TRANSPORTATION.
18. * DENOTES CRITICAL LOT FOR DRAINAGE DUE TO THE LACK OF EXISTING DRAINAGE INFRASTRUCTURE IN THE VICINITY. THESE LOTS SHALL REQUIRE SUBMITTAL OF A CRITICAL LOT SITE PLAN WITH ANY FUTURE BUILDING PERMIT SUBMITTAL DETAILING IMPERVIOUS LOT COVERAGE AND MEANS OF LIMITING STORM WATER RUNOFF ONTO ADJACENT PROPERTIES.
19. NO OBSTRUCTIONS OR ENCROACHMENTS WHICH IMPEDE THE FLOW OF STORMWATER SHALL BE PERMITTED WITHIN PUBLIC DRAINAGE EASEMENTS. THE CITY OF FRANKLIN IS NOT RESPONSIBLE FOR REPAIR OR REPLACEMENT OF ANY ENCROACHMENTS THAT ARE DAMAGED OR REMOVED IN THE COURSE OF MAINTENANCE ACTIVITY WITHIN EASEMENTS.
20. THIS PROPERTY IS WITHIN THE CFO (CENTRAL FRANKLIN OVERLAY), HPO (HISTORIC PRESERVATION OVERLAY), AND SCO (SCENIC CORRIDOR OVERLAY).
21. TREES SHALL BE PRUNED TO A MINIMUM OF EIGHT FEET ABOVE GRADE AND NO FENCES OR OTHER OBSTRUCTIONS SHALL BE TALLER THAN THREE FEET ABOVE GRADE WITHIN SIGHT TRIANGLES FOR STREET INTERSECTIONS AND ROADWAY SIGNAGE PER THE LATEST VERSION OF AASHTO POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS.
22. MAINTENANCE OF ALL STORMWATER MANAGEMENT FEATURES, INCLUDING LOT LINE SWALES, SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR HOA.
23. THERE SHALL BE NO MOWING, CLEARING, GRADING, CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION IN RIPARIAN BUFFERS EXCEPT AS PERMITTED BY THE CITY ENGINEER, OR HIS DESIGNEE.
24. THE CITY OF FRANKLIN WATER MANAGEMENT DEPARTMENT HAS UNRESTRICTED ACCESS TO ITS DOMESTIC WATER, SANITARY SEWER, RECLAIM WATER LINES OR SYSTEM IMPROVEMENTS LOCATED WITHIN ITS EXCLUSIVE EASEMENTS WITHIN THE DEVELOPMENT. IN THE EVENT LANDSCAPING, FENCING, CONCRETE OR OTHER STRUCTURES ARE INSTALLED OR PLACED WITHIN A CITY OF FRANKLIN EASEMENT, THE CITY OF FRANKLIN SHALL HAVE THE RIGHT TO REMOVE SUCH ENCROACHMENTS WITHIN THE EASEMENT AS MAY BE NECESSARY FOR THE CITY OF FRANKLIN TO REPAIR, MAINTAIN OR REPLACE ITS INFRASTRUCTURE WHICH IS NOW OR IN THE FUTURE MAY BE LOCATED WITHIN THE EASEMENT WITHOUT OBTAINING ANY FURTHER PERMISSION FROM THE PROPERTY OWNER OR HOA. THE PROPERTY OWNER OR HOA SHALL BE RESPONSIBLE FOR REPAIRING AND/OR REPLACING ANY SUCH LANDSCAPING, FENCING, CONCRETE OR OTHER STRUCTURES REMOVED OR DISTURBED BY THE CITY OF FRANKLIN IN COMMON OPEN SPACE LOTS AND IN AREAS OWNED BY THE PROPERTY OWNER OR HOA AT NO EXPENSE TO THE CITY OF FRANKLIN. INDIVIDUAL HOMEOWNERS SHALL BE RESPONSIBLE FOR STRUCTURES REMOVED OR DISTURBED BY THE CITY OF FRANKLIN WITHIN AN EASEMENT ON THE HOMEOWNERS' LOT AT THE HOMEOWNERS' EXPENSE.
25. THIS PLAT IS REQUIRED PER COF CONTRACT NO. 2023-0297.



Lot Area Table		
Lot #	Area (SF)	Area (AC)
2	166720'	3.827

Open Space Area Table		
Parcel #	Area (SF)	Area (AC)
O.S. 1	1939707.52'	44.530

250 0 125 250 500

GRAPHIC SCALE: 1" = 250'

OWNER: FRANKLIN PRESERVATION PARTNERS, LLC
198 E MAIN ST STE 101
FRANKLIN TN 37064

SURVEYOR: JOEY C. WILSON II, PE, RLS
WILSON & ASSOCIATES, P.C.
108 BEASLEY DRIVE
FRANKLIN, TN 37064
(615)794-2275
JWILSON@WILSONPC.COM

CERTIFICATE OF APPROVAL OF WATER SYSTEMS

I HEREBY CERTIFY THAT:

(1) THE WATER SYSTEM DESIGNATED IN CREEKSIDE HOME SITE SUBDIVISION, PUD SUBDIVISION, HAS BEEN INSTALLED IN ACCORDANCE WITH CITY SPECIFICATIONS, OR

(2) A PERFORMANCE AGREEMENT AND SURETY IN THE AMOUNT OF $ N/A FOR THE WATER SYSTEM HAS BEEN POSTED WITH THE CITY OF FRANKLIN, TENNESSEE, TO ASSURE COMPLETION OF SUCH SYSTEM.

DIRECTOR WATER MANAGEMENT DEPARTMENT
CITY OF FRANKLIN, TENNESSEE — DATE 3/11/2024

CERTIFICATE OF APPROVAL OF WATER SYSTEMS

I HEREBY CERTIFY THAT THE FOLLOWING WATER SYSTEM OUTLINED OR INDICATED ON PLAT ENTITLED "CREEKSIDE HOME SITE SUBDIVISION" HAS BEEN:

(1) INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND/OR STATE GOVERNMENT REQUIREMENTS AND TO THE TECHNICAL SPECIFICATIONS OF MALLORY VALLEY UTILITY DISTRICT, OR

(2) A SECURITY BOND IN THE AMOUNT OF $ N/A HAS BEEN POSTED WITH MALLORY VALLEY UTILITY DISTRICT TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

KAREN YORK, DIRECTOR OF DEVELOPMENT
MALLORY VALLEY UTILITY DISTRICT — DATE 3.1.24

CERTIFICATE OF APPROVAL OF ELECTRICAL SYSTEMS

MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION (MTEMC) WILL PROVIDE ELECTRIC SERVICE TO THE SUBJECT PROPERTY ACCORDING TO THE NORMAL OPERATING PRACTICES OF MTEMC AS DEFINED IN THE RULES AND REGULATIONS, BYLAWS, POLICY BULLETINS AND OPERATIONAL BULLETINS OF MTEMC, AND IN ACCORDANCE WITH THE PLAT APPROVAL CHECKLIST, TREE PLANTING GUIDELINES AND OTHER REGULATIONS CONTAINED ON THE MTEMC WEBSITE AT WWW.MTEMC.COM (COLLECTIVELY THE "REQUIREMENTS"). NO ELECTRIC SERVICE WILL BE PROVIDED UNTIL MTEMC'S REQUIREMENTS HAVE BEEN MET AND APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF MTEMC. ANY APPROVAL IS, AT ALL TIMES, CONTINGENT UPON CONTINUING COMPLIANCE WITH MTEMC'S REQUIREMENTS.

MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION — DATE 3/4/24

CERTIFICATE OF SURVEY

I (WE) HEREBY CERTIFY THAT THE SUBDIVISION PLAT AS SHOWN HEREON IS CORRECT AND THAT ALL OF THE MONUMENTS SHOWN HEREON HAVE BEEN PLACED AS INDICATED. THIS SUBDIVISION PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE 4 DAY OF 3, 2024

JOEY C. WILSON II, TENNESSEE RLS NO. 2089
WILSON & ASSOCIATES, P.C.
ENGINEERING/SURVEYING/ENVIRONMENTAL
108 BEASLEY DRIVE, FRANKLIN, TN 37064
OFFICE: 615.794.2275 FAX 615.794.2176
JWILSON@WILSONPC.COM — DATE 3/4/24

CERTIFICATE OF APPROVAL OF SUBDIVISIION NAME, STREET NAMES, AND ADDRESSING

SUBDIVISION NAME AND STREET NAMES APPROVED BY THE WILLIAMSON COUNTY EMERGENCY MANAGEMENT AGENCY AND THE CITY OF FRANKLIN.

WILLIAMSON COUNTY EMERGENCYMANAGEMENT AGENCY — DATE 3/1/24

CITY OF FRANKLIN — DATE 3/11/24

JOEY C. WILSON II, REGISTERED LAND SURVEYOR, XVI, STATE OF TENNESSEE, AGRICULTURE, COMMERCE, 3/4/24, NO. 2089

WILSON ASSOCIATES, P.C.
Engineering/Surveying/Environmental

P82|82A

CREEKSIDE HOME SITE SUBDIVISION

CERTIFICATE OF OWNERSHIP

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN HEREON AS OF RECORD IN DEED BOOK 9284, PAGE 538, R.O.W.C., TENNESSEE, AND ADOPT THE PLAN OF SUBDIVISION OF THE PROPERTY AS SHOWN HEREON AND DEDICATE ALL PUBLIC WAYS AND EASEMENTS AS NOTED. NO LOT(S) AS SHOWN HEREON SHALL AGAIN BE SUBDIVIDED, RESUBDIVIDED, ALTERED, OR CHANGED SO AS TO PRODUCE LESS AREA THAN IS HEREBY ESTABLISHED UNTIL OTHERWISE APPROVED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION, AND UNDER NO CONDITION SHALL SUCH LOT(S) BE MADE TO PRODUCE LESS AREA THAN IS PRESCRIBED BY THE RESTRICTIVE COVENANTS AS OF RECORD IN BOOK ____, PAGE ____, R.O.W.C., TENNESSEE, RUNNING WITH THE TITLE TO THE PROPERTY. I (WE) FURTHER CERTIFY THAT THERE ARE NO LIENS ON THIS PROPERTY, EXCEPT AS FOLLOWS: BOOK ____, PAGE ____, R.O.W.C.

OWNER(S) — DATE 3/4/24

CERTIFICATE OF APPROVAL OF STREETS, DRAINAGE, SIDEWALKS & GIE

I HEREBY CERTIFY THAT:

(1) THE STREETS, DRAINAGE, SIDEWALKS, AND GREEN INFRASTRUCTURE DESIGNATED IN ASPEN GROVE SUBDIVISION HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY SPECIFICATIONS, OR

(2) A PERFORMANCE AGREEMENT AND SURETY IN THE AMOUNT OF $ N/A FOR STREETS, $ N/A FOR DRAINAGE, $ N/A FOR SIDEWALKS, AND $ N/A FOR GREEN INFRASTRUCTURE HAS BEEN POSTED WITH THE CITY OF FRANKLIN, TENNESSEE, TO ASSURE COMPLETION OF SUCH IMPROVEMENTS.

DIRECTOR, STREETS DEPARTMENT
CITY OF FRANKLIN, TENNESSEE — DATE 3-12-24

CERTIFICATE OF APPROVAL OF SEWER SYSTEMS

I HEREBY CERTIFY THAT:

(1) THE SEWER SYSTEM DESIGNATED IN ASPEN GROVE SUBDIVISION HAS BEEN INSTALLED IN ACCORDANCE WITH CITY SPECIFICATIONS, OR

(2) A PERFORMANCE AGREEMENT AND SURETY IN THE AMOUNT OF $ N/A FOR THE SEWER SYSTEM HAS BEEN POSTED WITH THE CITY OF FRANKLIN, TENNESSEE, TO ASSURE COMPLETION OF SUCH SYSTEM.

DIRECTOR WATER MANAGEMENT DEPARTMENT
CITY OF FRANKLIN, TENNESSEE — DATE 3/11/2024

CERTIFICATE OF APPROVAL OF RECORDING

APPROVED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION, FRANKLIN, WILLIAMSON COUNTY, TENNESSEE, WITH THE EXCEPTION OF SUCH CONDITIONS, IF ANY, AS ARE NOTED IN THE PLANNING COMMISSION MINUTES FOR THE 22 DAY OF February 2024 AND THIS PLAT HAS BEEN APPROVED FOR RECORDING IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE.

SECRETARY
FRANKLIN MUNICIPAL PLANNING COMMISSION — DATE 3/12/24

MBS 03/12/2024 - 02:42:00 PM
24006734
2 PGS:AL-PLAT
BATCH: 976872

PLAT BOOK: P82
PAGE: 82

REC FEE	30.00
DP FEE	2.00
TOTAL	32.00

STATE OF TENNESSEE, WILLIAMSON CO
SHERRY ANDERSON

FINAL SUBDIVISION PLAT

FRANKLIN - WILLIAMSON COUNTY - TENNESSEE

TOTAL ACRES:	48.357	TOTAL NO. OF LOTS:	1
ACRES NEW RD/ST:	0.000 (ROW)	L.F. OF NEW RD/ST:	000.00
ACRES OPEN SPACE:	3.827	CIVIL DISTRICT:	8TH
DRAWN BY:	AS	CLOSURE ERROR:	SEE NOTE
SCALE:	1" = 250'	DATE:	03/01/2024

WA PROJECT NO. 23-2056 COF NO. 8385 SHEET 1 0F 2

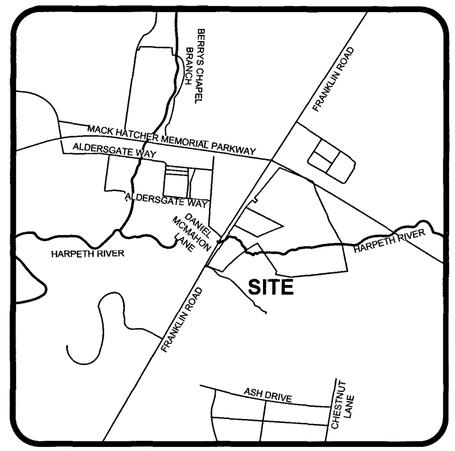
Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	722.27'	1929.73'	21° 26' 42"	S50° 47' 08"W	718.06'
C2	321.93'	11430.05'	1° 36' 49"	N33° 12' 37"E	321.92'
C3	422.92'	3852.50'	6° 17' 23"	N67° 30' 00"E	422.71'

Lot Line Table		
Line #	Length	Direction
L1	144.85'	N42°59'09"E
L2	60.00'	S47°00'17"E
L3	50.00'	N43°02'52"E
L4	60.00'	N47°00'17"W
L5	109.34'	N43°02'52"E
L6	32.69'	S50°25'33"E
L7	144.41'	S16°01'12"E
L8	97.30'	S17°48'15"E

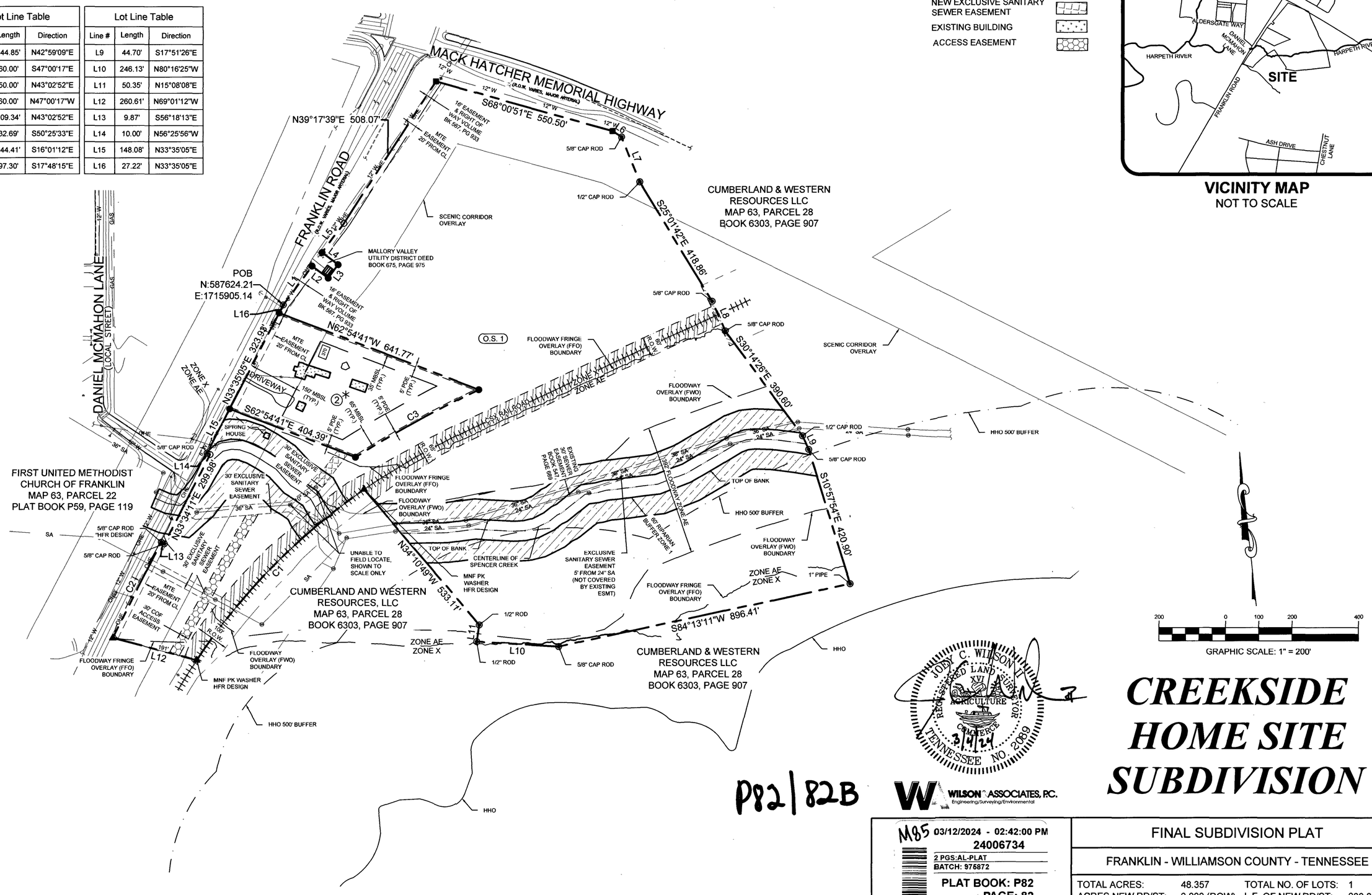
Lot Line Table		
Line #	Length	Direction
L9	44.70'	S17°51'26"E
L10	246.13'	N80°16'25"W
L11	50.35'	N15°08'08"E
L12	260.61'	N69°01'12"W
L13	9.87'	S56°18'13"E
L14	10.00'	N56°25'56"W
L15	148.08'	N33°35'05"E
L16	27.22'	N33°35'05"E

HATCH LEGEND

- CSX RAILROAD EASEMENT
- RIPARIAN BUFFER
- NEW EXCLUSIVE SANITARY SEWER EASEMENT
- EXISTING BUILDING
- ACCESS EASEMENT



VICINITY MAP
NOT TO SCALE



GRAPHIC SCALE: 1" = 200'

CREEKSIDE HOME SITE SUBDIVISION

P82|82B

JODY C. WILSON II
REGISTERED LAND SURVEYOR
TENNESSEE NO. 2069
3/4/24

WILSON ASSOCIATES, P.C.
Engineering/Surveying/Environmental

M85 03/12/2024 - 02:42:00 PM
24006734
2 PGS:AL-PLAT
BATCH: 975872
PLAT BOOK: P82
PAGE: 82

REC FEE	30.00
DP FEE	2.00
TOTAL	32.00

STATE OF TENNESSEE, WILLIAMSON CO
SHERRY ANDERSON

FINAL SUBDIVISION PLAT

FRANKLIN - WILLIAMSON COUNTY - TENNESSEE

TOTAL ACRES:	48.357	TOTAL NO. OF LOTS:	1
ACRES NEW RD/ST:	0.000 (ROW)	L.F. OF NEW RD/ST:	000.00
ACRES OPEN SPACE:	3.827	CIVIL DISTRICT:	8TH
DRAWN BY:	AS	CLOSURE ERROR:	SEE NOTE
SCALE:	1" = 200'	DATE:	03/01/2024

WA PROJECT NO. 23-2056 COF NO. 8385 SHEET 2 0F 2

LEGEND

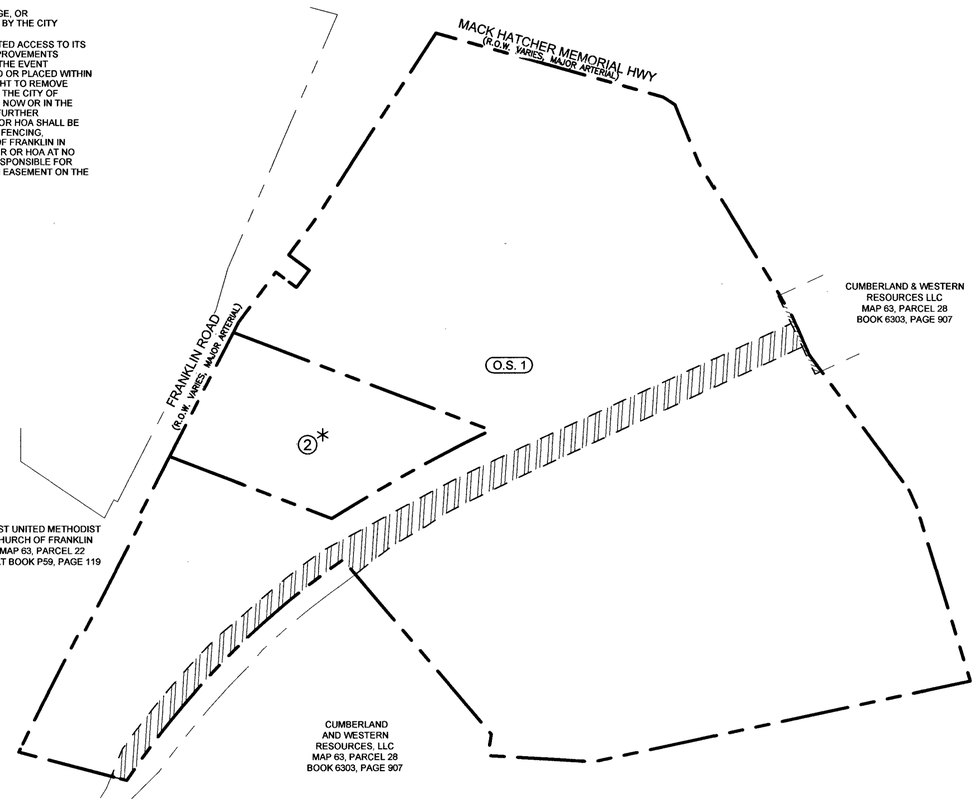
IRON PIN FOUND	◉	FIRE HYDRANT		UTILITY POLE		PUBLIC UTIL. & DRAIN ESMT.	P.U.D.E.	BOUNDARY	
IRON PIN SET	●	SANITARY SEWER MH	(SS)	GUY ANCHOR		ADDRESSES	1234	CENTERLINE	
CONC. MON. FOUND	■	SANITARY SEWER CO	(CO)	COMMUNICATION BOX	C	OPEN SPACE	O.S.	BUFFER	
CONC. MON. SET	⊡	AREA DRAIN		COMMUNICATION MH	(C)	SANITARY SEWER	8" SA	WATER FEATURE	
CONTROL POINT FOUND	▲	CURB INLET		GAS METER	G	WATER	4" W	TREE LINE	
CONTROL POINT SET	△	STORM MH	(ST)	GAS VALVE		UNDERGROUND ELEC	UGE	R.O.W.	RIGHT OF WAY
BENCH MARK		ELECTRIC METER-BOX	E	EVERGREEN TREE		OVERHEAD ELEC	OHE	PVMT.	EDGE OF PAVEMENT
WATER METER	W	ELECTRIC MH	(E)	SIDEWALK		GAS	4" G	PUDE	PUBLIC UTILITY AND DRAINAGE EASEMENT
WATER VALVE		LIGHT POLE		MIN. BUIDLING SETBACK	M.B.S.L.	COMMUNICATIONS	COM	G.I.E.	GREEN INFRASTRUCTURE EASEMENT

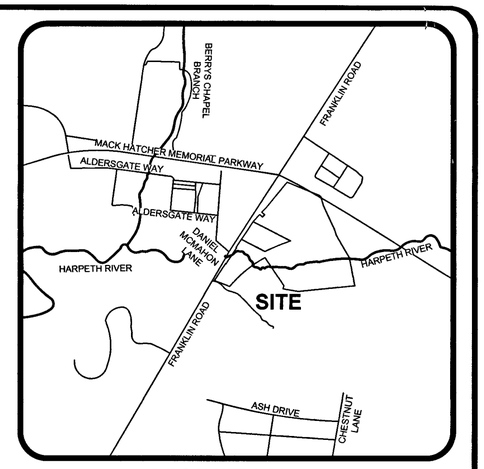
HATCH LEGEND

CSX RAILROAD EASEMENT

PLAT NOTES :

1. THE PURPOSE OF THIS PLAT IS TO CREATE A LOT FROM PARCEL 24.01.
2. SUBJECT PROPERTY IS PRESENTLY IDENTIFIED AS PARCEL 24.00, ON WILLIAMSON COUNTY TAX MAP 63. SAID PARCEL IS FURTHER IDENTIFIED AS TRACT TWO OF THE PROPERTY DESCRIBED IN DEED BOOK 9284, PAGE 538, REGISTERS OFFICE OF WILLIAMSON COUNTY, TENNESSEE.
3. EXCEPT AS SPECIFICALLY STATED OR SHOWN ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING WHICH MAY BE APPLICABLE TO THE SUBJECT PROPERTY: EASEMENTS, OTHER THAN POSSIBLE EASEMENTS THAT WERE VISIBLE AT THE TIME OF SURVEY; BUILDING SETBACK LINES; RESTRICTIVE COVENANTS; SUBDIVISION RESTRICTION; ZONING OR OTHER LAND USE REGULATIONS.
4. SUBSURFACE AND ENVIRONMENTAL CONDITIONS WERE NOT EXAMINED OR CONSIDERED AS A PART OF THIS SURVEY.
5. ZONING: ER (ESTATE RESIDENTIAL)
6. THIS SURVEY WAS CONDUCTED WITH THE BENEFIT OF A TITLE REPORT ISSUED BY FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 23-0007, DATED APRIL 03, 2023, 8:00AM AND IS SUBJECT TO ITS FINDINGS. THERE MAY BE OTHER IMPROVEMENTS OR ENCUMBRANCES THAT AFFECT THE PROPERTY SINCE THE ISSUANCE OF THE REPORT.
7. BEARINGS SHOWN HEREON ARE BASED ON THE TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83). ELEVATIONS SHOWN HEREON ARE BASED ON NAVD88.
8. ALL CORNERS SHOWN ON THE FACE OF THE SURVEY ARE MARKED EITHER FOUND OR SET. ANY MISSING CORNERS ARE MARKED WITH AN IRON ROD AND CAP BEARING THIS SURVEYORS COMPANY NAME.
9. UTILITIES SHOWN HEREON WERE COMPILED FROM VISIBLE STRUCTURES AT THE SITE, INFORMATION FROM PLANS, AND PHYSICAL MARKINGS AND COMBINED TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. THIS SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THIS SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED. VERIFICATION OF EXISTENCE, LOCATIONS, AND DEPTH SHOULD BE MADE BEFORE CONDUCTING ANY EXCAVATION IN THE VICINITY OF THE UTILITY.
10. THIS PROPERTY LIES WITHIN ZONE "AE" AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 47181C0203G, WITH AN EFFECTIVE DATE OF DECEMBER 22, 2016, WHICH MAKES UP A PART OF THE NATIONAL FLOOD INSURANCE PROGRAM. BASE FLOOD ELEVATION FOR THIS PROPERTY IS 633.00-642.00. ZONE "AE" IS AN AREA WHERE BASE FLOOD ELEVATIONS HAVE BEEN DETERMINED. FLOOD HAZARD DATA IS BASED OFF GIS DATA AND SHAPE FILES DOWNLOADED FROM THE FEMA WEBSITE HTTPS://HAZARDS.FEMA.GOV/FEMAPORTAL/WPS/PORTAL/NFHLWMS. THE BFE SHOWN ON THIS SURVEY IS BASED ON FIELD-RUN ELEVAITONS.
11. I HEREBY CERTIFY THAT THIS IS A CATEGORY IV SURVEY AND WAS CONDUCTED IN ACCORDANCE WITH RULE 0820-03.11 (GLOBAL POSITION SYSTEMS SURVEYS) ACCORDING TO THE CURRENT TENNESSEE MINIMUM STANDARDS OF PRACTICE AS PROMULGATED BY THE TENNESSEE STATE BOARD OF EXAMINERS FOR LAND SURVEYORS. THIS SURVEY WAS CONDUCTED USING TRIMBLE R10/R12 DUAL-FREQUENCY RTK GNSS BASE AND ROVER. THE PRIMARY BASE CONTROL POSITION WAS DETERMINED USING THE NOAA CORS NETWORK BY POST-PROCESSING A MINIMUM ONE HOUR OCCUPATION.
    a. THE MAXIMUM RMS VALUES FOR FIXED POSITIONS AT 1-SIGMA ARE 0.03 FEET HORIZONTAL AND 0.06 FEET VERTICAL. THE MAXIMUM DIFFERENCE BETWEEN COMPUTED AVERAGE POSITIONS AND THOSE USED IN THE AVERAGE DOES NOT EXCEED 0.03 FEET HORIZONTAL OR 0.06 FEET VERTICAL.
    b. POSITIONS FOR BOUNDARY MONUMENTS AND SECONDARY CONTROL POINTS ARE THE RESULT OF AN AVERAGE OF THREE OR MORE OCCUPATIONS OF ONE-MINUTE OR LONGER. THE MINIMUM OCCUPATION TIMES FOR TOPOGRAPHIC FEATURES ARE THREE SECONDS.
    c. DATE OF SURVEY: 06/02/2023
    d. HORIZONTAL ZONE/DATUM: TN-4100/NAD83(2011) - TENNESSEE STATE PLANE COORDINATES (U.S. SURVEY FEET).
    e. VERTICAL DATUM: NAVD88 (ELEVATIONS GIVEN IN FEET ARE EQUAL TO ORTHOMETRIC HEIGHTS DERIVED USING GEOID03, GRID 7 REVISED).
    f. NO COMBINED GRID FACTORS WERE USED.
12. ALL CORNERS SHOWN ON THE FACE OF THE SURVEY WILL BE SET WITH 5/8 IRON ROD WITH CAP BEARING THIS SURVEYORS COMPANY NAME.
13. WITHIN NEW DEVELOPMENTS AND FOR OFF-SITE LINES CONSTRUCTED AS A RESULT OF, OR TO PROVIDE SERVICE TO, THE NEW DEVELOPMENT, ALL UTILITIES (INCLUDING CABLE TELEVISION, ELECTRICAL, NATURAL GAS, SEWER, TELEPHONE, AND WATER LINES) SHALL BE PLACED UNDERGROUND.
14. MINERAL RIGHTS ARE TO BE HELD BY DEVELOPER.
15. LOT 1 IS NON-BUILDABLE UNTIL A SITE PLAN FOR THE DEVELOPMENT OF LOT 1 IS APPROVED BY CITY OF FRANKLIN WHICH DETAILS ACCESS AND EXTENSION OF PUBLIC UTILITIES AS NECESSARY FOR THE DEVELOPMENT OF LOT 1 OR ANY PORTION THEREOF.
16. NO LOTS SHALL HAVE DIRECT ACCESS TO MACK HATCHER PARKWAY.
17. ACCESS TO LOTS 1 OR 2 FROM FRANKLIN ROAD SHALL BE AS DEPICTED HEREON OR AS DETERMINED BY REVIEW AND APPROVAL OF A SITE PLAN BY CITY OF FRANKLIN AND TENNESSEE DEPARTMENT OF TRANSPORTATION.
18. * DENOTES CRITICAL LOT FOR DRAINAGE DUE TO THE LACK OF EXISTING DRAINAGE INFRASTRUCTURE IN THE VICINITY. THESE LOTS SHALL REQUIRE SUBMITTAL OF A CRITICAL LOT SITE PLAN WITH ANY FUTURE BUILDING PERMIT SUBMITTAL DETAILING IMPERVIOUS LOT COVERAGE AND MEANS OF LIMITING STORM WATER RUNOFF ONTO ADJACENT PROPERTIES.
19. NO OBSTRUCTIONS OR ENCROACHMENTS WHICH IMPEDE THE FLOW OF STORMWATER SHALL BE PERMITTED WITHIN PUBLIC DRAINAGE EASEMENTS. THE CITY OF FRANKLIN IS NOT RESPONSIBLE FOR REPAIR OR REPLACEMENT OF ANY ENCROACHMENTS THAT ARE DAMAGED OR REMOVED IN THE COURSE OF MAINTENANCE ACTIVITY WITHIN EASEMENTS.
20. THIS PROPERTY IS WITHIN THE CFO (CENTRAL FRANKLIN OVERLAY), HPO (HISTORIC PRESERVATION OVERLAY), AND SCO (SCENIC CORRIDOR OVERLAY).
21. TREES SHALL BE PRUNED TO A MINIMUM OF EIGHT FEET ABOVE GRADE AND NO FENCES OR OTHER OBSTRUCTIONS SHALL BE TALLER THAN THREE FEET ABOVE GRADE WITHIN SIGHT TRIANGLES FOR STREET INTERSECTIONS AND ROADWAY SIGNAGE PER THE LATEST VERSION OF AASHTO POLICY ON GEOMETRIC DESIGN OF HIGHWAYS AND STREETS.
22. MAINTENANCE OF ALL STORMWATER MANAGEMENT FEATURES, INCLUDING LOT LINE SWALES, SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER(S) OR HOA.
23. THERE SHALL BE NO MOWING, CLEARING, GRADING, CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION IN RIPARIAN BUFFERS EXCEPT AS PERMITTED BY THE CITY ENGINEER, OR HIS DESIGNEE.
24. THE CITY OF FRANKLIN WATER MANAGEMENT DEPARTMENT HAS UNRESTRICTED ACCESS TO ITS DOMESTIC WATER, SANITARY SEWER, RECLAIM WATER LINES OR SYSTEM IMPROVEMENTS LOCATED WITHIN ITS EXCLUSIVE EASEMENTS WITHIN THE DEVELOPMENT. IN THE EVENT LANDSCAPING, FENCING, CONCRETE OR OTHER STRUCTURES ARE INSTALLED OR PLACED WITHIN A CITY OF FRANKLIN EASEMENT, THE CITY OF FRANKLIN SHALL HAVE THE RIGHT TO REMOVE SUCH ENCROACHMENTS WITHIN THE EASEMENT AS MAY BE NECESSARY FOR THE CITY OF FRANKLIN TO REPAIR, MAINTAIN OR REPLACE ITS INFRASTRUCTURE WHICH IS NOW OR IN THE FUTURE MAY BE LOCATED WITHIN THE EASEMENT WITHOUT OBTAINING ANY FURTHER PERMISSION FROM THE PROPERTY OWNER OR HOA. THE PROPERTY OWNER OR HOA SHALL BE RESPONSIBLE FOR REPAIRING AND/OR REPLACING ANY SUCH LANDSCAPING, FENCING, CONCRETE OR OTHER STRUCTURES REMOVED OR DISTURBED BY THE CITY OF FRANKLIN IN COMMON OPEN SPACE LOTS AND IN AREAS OWNED BY THE PROPERTY OWNER OR HOA AT NO EXPENSE TO THE CITY OF FRANKLIN. INDIVIDUAL HOMEOWNERS SHALL BE RESPONSIBLE FOR STRUCTURES REMOVED OR DISTURBED BY THE CITY OF FRANKLIN WITHIN AN EASEMENT ON THE HOMEOWNERS' LOT AT THE HOMEOWNERS' EXPENSE.
25. THIS PLAT IS REQUIRED PER COF CONTRACT NO. 2023-0297.





VICINITY MAP
NOT TO SCALE

Lot Area Table		
Lot #	Area (SF)	Area (AC)
2	166720'	3.827

Open Space Area Table		
Parcel #	Area (SF)	Area (AC)
O.S. 1	1939707.52'	44.530

250 0 125 250 500

GRAPHIC SCALE: 1" = 250'

OWNER: FRANKLIN PRESERVATION PARTNERS, LLC
198 E MAIN ST STE 101
FRANKLIN TN 37064

SURVEYOR: JOEY C. WILSON II, PE, RLS
WILSON & ASSOCIATES, P.C.
108 BEASLEY DRIVE
FRANKLIN, TN 37064
(615)794-2275
JWILSON@WILSONPC.COM

CERTIFICATE OF APPROVAL OF WATER SYSTEMS

I HEREBY CERTIFY THAT:

(1) THE WATER SYSTEM DESIGNATED IN CREEKSIDE HOME SITE SUBDIVISION, PUD SUBDIVISION, HAS BEEN INSTALLED IN ACCORDANCE WITH CITY SPECIFICATIONS, OR

(2) A PERFORMANCE AGREEMENT AND SURETY IN THE AMOUNT OF $ N/A FOR THE WATER SYSTEM HAS BEEN POSTED WITH THE CITY OF FRANKLIN, TENNESSEE, TO ASSURE COMPLETION OF SUCH SYSTEM.

DIRECTOR WATER MANAGEMENT DEPARTMENT, CITY OF FRANKLIN, TENNESSEE — DATE 3/11/2024

CERTIFICATE OF APPROVAL OF WATER SYSTEMS

I HEREBY CERTIFY THAT THE FOLLOWING WATER SYSTEM OUTLINED OR INDICATED ON PLAT ENTITLED "CREEKSIDE HOME SITE SUBDIVISION" HAS BEEN:

(1) INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND/OR STATE GOVERNMENT REQUIREMENTS AND TO THE TECHNICAL SPECIFICATIONS OF MALLORY VALLEY UTILITY DISTRICT, OR

(2) A SECURITY BOND IN THE AMOUNT OF $ N/A HAS BEEN POSTED WITH MALLORY VALLEY UTILITY DISTRICT TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

KAREN YORK, DIRECTOR OF DEVELOPMENT, MALLORY VALLEY UTILITY DISTRICT — DATE 3.1.24

CERTIFICATE OF APPROVAL OF ELECTRICAL SYSTEMS

MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION (MTEMC) WILL PROVIDE ELECTRIC SERVICE TO THE SUBJECT PROPERTY ACCORDING TO THE NORMAL OPERATING PRACTICES OF MTEMC AS DEFINED IN THE RULES AND REGULATIONS, BYLAWS, POLICY BULLETINS AND OPERATIONAL BULLETINS OF MTEMC, AND IN ACCORDANCE WITH THE PLAT APPROVAL CHECKLIST, TREE PLANTING GUIDELINES AND OTHER REGULATIONS CONTAINED ON THE MTEMC WEBSITE AT WWW.MTEMC.COM (COLLECTIVELY THE "REQUIREMENTS"). NO ELECTRIC SERVICE WILL BE PROVIDED UNTIL MTEMC'S REQUIREMENTS HAVE BEEN MET AND APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF MTEMC. ANY APPROVAL IS, AT ALL TIMES, CONTINGENT UPON CONTINUING COMPLIANCE WITH MTEMC'S REQUIREMENTS.

MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION — DATE 3/4/24

CERTIFICATE OF SURVEY

I (WE) HEREBY CERTIFY THAT THE SUBDIVISION PLAT AS SHOWN HEREON IS CORRECT AND THAT ALL OF THE MONUMENTS SHOWN HEREON HAVE BEEN PLACED AS INDICATED. THIS SUBDIVISION PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE 4 DAY OF 3, 2024

JOEY C. WILSON II, TENNESSEE RLS NO. 2089
WILSON & ASSOCIATES, P.C.
ENGINEERING/SURVEYING/ENVIRONMENTAL
108 BEASLEY DRIVE, FRANKLIN, TN 37064
OFFICE: 615.794.2275 FAX 615.794.2176
JWILSON@WILSONPC.COM — DATE 3/4/24

CERTIFICATE OF APPROVAL OF SUBDIVISIION NAME, STREET NAMES, AND ADDRESSING

SUBDIVISION NAME AND STREET NAMES APPROVED BY THE WILLIAMSON COUNTY EMERGENCY MANAGEMENT AGENCY AND THE CITY OF FRANKLIN.

WILLIAMSON COUNTY EMERGENCYMANAGEMENT AGENCY — DATE 3/4/24

CITY OF FRANKLIN — DATE 3/11/24

JOEY C. WILSON II
REGISTERED LAND SURVEYOR
AGRICULTURE
COMMERCE
3/4/24
TENNESSEE NO. 2089

WILSON ASSOCIATES, P.C.
Engineering/Surveying/Environmental

CERTIFICATE OF OWNERSHIP

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN HEREON AS OF RECORD IN DEED BOOK 9284, PAGE 538, R.O.W.C., TENNESSEE, AND ADOPT THE PLAN OF SUBDIVISION OF THE PROPERTY AS SHOWN HEREON AND DEDICATE ALL PUBLIC WAYS AND EASEMENTS AS NOTED. NO LOT(S) AS SHOWN HEREON SHALL AGAIN BE SUBDIVIDED, RESUBDIVIDED, ALTERED, OR CHANGED SO AS TO PRODUCE LESS AREA THAN IS HEREBY ESTABLISHED UNTIL OTHERWISE APPROVED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION, AND UNDER NO CONDITION SHALL SUCH LOT(S) BE MADE TO PRODUCE LESS AREA THAN IS PRESCRIBED BY THE RESTRICTIVE COVENANTS AS OF RECORD IN BOOK ____, PAGE ____, R.O.W.C., TENNESSEE, RUNNING WITH THE TITLE TO THE PROPERTY. I (WE) FURTHER CERTIFY THAT THERE ARE NO LIENS ON THIS PROPERTY, EXCEPT AS FOLLOWS: BOOK ____, PAGE ____, R.O.W.C.

OWNER(S) — DATE 3/4/24

CERTIFICATE OF APPROVAL OF STREETS, DRAINAGE, SIDEWALKS & GIE

I HEREBY CERTIFY THAT:

(1) THE STREETS, DRAINAGE, SIDEWALKS, AND GREEN INFRASTRUCTURE DESIGNATED IN ASPEN GROVE SUBDIVISION HAVE BEEN INSTALLED IN ACCORDANCE WITH CITY SPECIFICATIONS, OR

(2) A PERFORMANCE AGREEMENT AND SURETY IN THE AMOUNT OF $ N/A FOR STREETS, $ N/A FOR DRAINAGE, $ N/A FOR SIDEWALKS, AND $ N/A FOR GREEN INFRASTRUCTURE HAS BEEN POSTED WITH THE CITY OF FRANKLIN, TENNESSEE, TO ASSURE COMPLETION OF SUCH IMPROVEMENTS.

DIRECTOR, STREETS DEPARTMENT, CITY OF FRANKLIN, TENNESSEE — DATE 3-12-24

CERTIFICATE OF APPROVAL OF SEWER SYSTEMS

I HEREBY CERTIFY THAT:

(1) THE SEWER SYSTEM DESIGNATED IN ASPEN GROVE SUBDIVISION HAS BEEN INSTALLED IN ACCORDANCE WITH CITY SPECIFICATIONS, OR

(2) A PERFORMANCE AGREEMENT AND SURETY IN THE AMOUNT OF $ N/A FOR THE SEWER SYSTEM HAS BEEN POSTED WITH THE CITY OF FRANKLIN, TENNESSEE, TO ASSURE COMPLETION OF SUCH SYSTEM.

DIRECTOR WATER MANAGEMENT DEPARTMENT, CITY OF FRANKLIN, TENNESSEE — DATE 3/11/2024

CERTIFICATE OF APPROVAL OF RECORDING

APPROVED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION, FRANKLIN, WILLIAMSON COUNTY, TENNESSEE, WITH THE EXCEPTION OF SUCH CONDITIONS, IF ANY, AS ARE NOTED IN THE PLANNING COMMISSION MINUTES FOR THE 22 DAY OF February, 24 AND THIS PLAT HAS BEEN APPROVED FOR RECORDING IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE.

SECRETARY, FRANKLIN MUNICIPAL PLANNING COMMISSION — DATE 3/12/24

MBS 03/12/2024 - 02:42:00 PM
24006734
2 PGS:AL-PLAT
BATCH: 975872

PLAT BOOK: P82
PAGE: 82

REC FEE	30.00
DP FEE	2.00
TOTAL	32.00

STATE OF TENNESSEE, WILLIAMSON CO
SHERRY ANDERSON

P82|82A

CREEKSIDE HOME SITE SUBDIVISION

FINAL SUBDIVISION PLAT

FRANKLIN - WILLIAMSON COUNTY - TENNESSEE

TOTAL ACRES:	48.357	TOTAL NO. OF LOTS:	1
ACRES NEW RD/ST:	0.000 (ROW)	L.F. OF NEW RD/ST:	000.00
ACRES OPEN SPACE:	3.827	CIVIL DISTRICT:	8TH
DRAWN BY:	AS	CLOSURE ERROR:	SEE NOTE
SCALE:	1" = 250'	DATE:	03/01/2024

WA PROJECT NO. 23-2056 | COF NO. 8385 | SHEET 1 0F 2

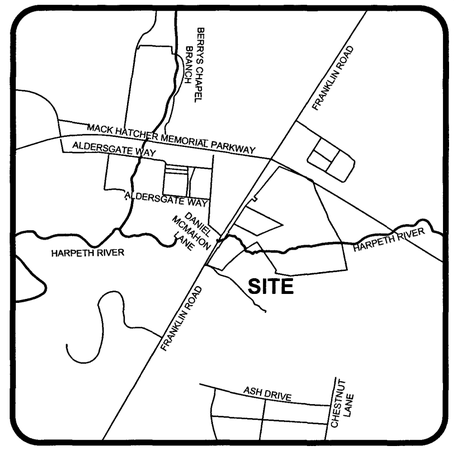
Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	722.27'	1929.73'	21° 26' 42"	S50° 47' 08"W	718.06'
C2	321.93'	11430.05'	1° 36' 49"	N33° 12' 37"E	321.92'
C3	422.92'	3852.50'	6° 17' 23"	N67° 30' 00"E	422.71'

Lot Line Table		
Line #	Length	Direction
L1	144.85'	N42°59'09"E
L2	60.00'	S47°00'17"E
L3	50.00'	N43°02'52"E
L4	60.00'	N47°00'17"W
L5	109.34'	N43°02'52"E
L6	32.69'	S50°25'33"E
L7	144.41'	S16°01'12"E
L8	97.30'	S17°48'15"E

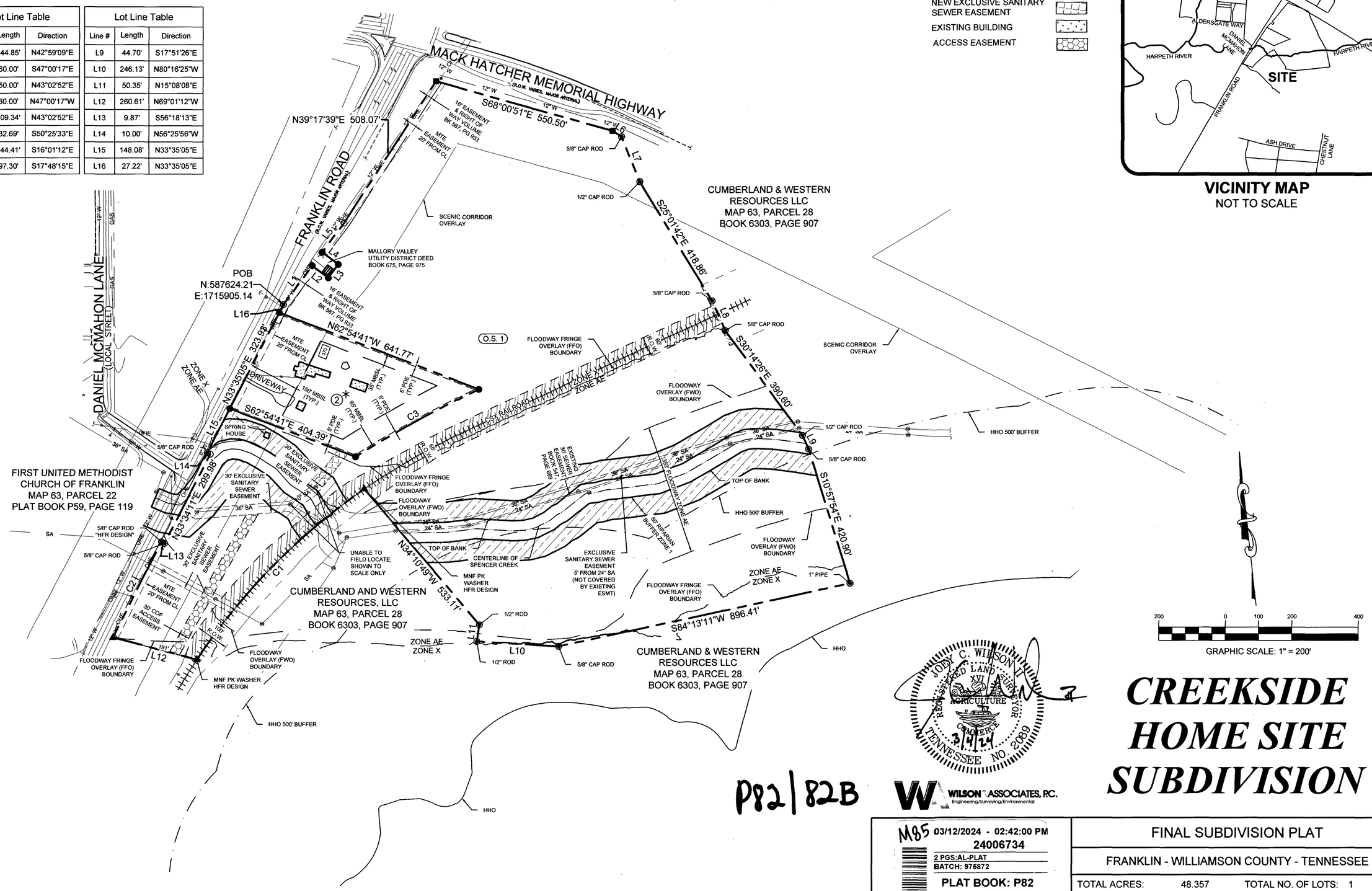
Lot Line Table		
Line #	Length	Direction
L9	44.70'	S17°51'26"E
L10	246.13'	N80°16'25"W
L11	50.35'	N15°08'08"E
L12	260.61'	N69°01'12"W
L13	9.87'	S56°18'13"E
L14	10.00'	N56°25'56"W
L15	148.08'	N33°35'05"E
L16	27.22'	N33°35'05"E

HATCH LEGEND

- CSX RAILROAD EASEMENT
- RIPARIAN BUFFER
- NEW EXCLUSIVE SANITARY SEWER EASEMENT
- EXISTING BUILDING
- ACCESS EASEMENT



VICINITY MAP
NOT TO SCALE



GRAPHIC SCALE: 1" = 200'

P82|82B

JODY C. WILSON II
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
COMMERCE
3/4/24
TENNESSEE NO. 2069

WILSON & ASSOCIATES, P.C.
Engineering/Surveying/Environmental

CREEKSIDE HOME SITE SUBDIVISION

M85 03/12/2024 - 02:42:00 PM
24006734
2 PGS:AL-PLAT
BATCH: 975872
PLAT BOOK: P82
PAGE: 82

REC FEE	30.00
DP FEE	2.00
TOTAL	32.00

STATE OF TENNESSEE, WILLIAMSON CO
SHERRY ANDERSON

FINAL SUBDIVISION PLAT

FRANKLIN - WILLIAMSON COUNTY - TENNESSEE

TOTAL ACRES:	48.357	TOTAL NO. OF LOTS:	1
ACRES NEW RD/ST:	0.000 (ROW)	L.F. OF NEW RD/ST:	000.00
ACRES OPEN SPACE:	3.827	CIVIL DISTRICT:	8TH
DRAWN BY:	AS	CLOSURE ERROR:	SEE NOTE
SCALE:	1" = 200'	DATE:	03/01/2024

WA PROJECT NO. 23-2056 COF NO. 8385 SHEET 2 0F 2

File #: 21-0375

DATE: June 18, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Emily Wright, Director of Planning and Sustainability
Amy Diaz-Barriga, Asst Director of Planning Development
Joseph Bryan, Principal Planner

SUBJECT:

Consideration Of Resolution 2024-33, A Resolution Initiating The Annexation Process And Draft Plan Of Services, For The Annexation Of 297.17 Acres, Located West Of Hillview Lane, At 1247 Hillview Lane

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-33, A Resolution Initiating The Annexation Process And Draft Plan Of Services, For The Annexation Of 297.17 Acres, Located South Of South Berrys Chapel Road And East Of Echo Lane, Located At 2247 South Berrys Chapel Road. Establishing A Public Hearing For August 13, 2024.

PROJECT INFORMATION
Applicant: Greg Gamble, GDC
Owner: John B. Harlin

BACKGROUND/STAFF COMMENTS:
The property being considered is located west of Hillview Lane and measures 297.17 acres in size, located at 1247 Hillview Lane. It is noncontiguous to the City limits and is within the City's Urban Growth Boundary (UGB), with the exception of a small southern portion of the parcel that is located outside of the UGB. The parcel is within the Development Reserve Design Concept as defined by Envision Franklin. Envision Franklin states that within the Development Reserve Design Concept, "Public sewer access is unavailable in these areas. Rural road widths are not capable of handling high traffic volumes. New growth should only be encouraged in areas where adequate public water, sewer, and streets are available or are planned." It further states that, "These areas should be subject to further planning in coordination with planned infrastructure improvements and public-service delivery." Prior to considering zoning the property anything other than Agricultural or Estate Residential that would allow for additional density on the property, an Envision Franklin Plan Amendment would need to be approved by the Planning Commission.

A draft Plan of Services is included as an attachment. The Plan of Services outlines how the City will serve the properties requesting annexation and any additional infrastructure that would be required for new development. The draft Plan of Services also included specific issues to consider from the various utility and development review departments within the City. The property lies within the SW1 Basin as defined in the City of Franklin Sanitary Sewer Basin Study and was identified as a long-term annexation capability area due to the lack of an established public water and sewer system as well as an overall lack of updated roads. An extensive sanitary sewer basin study update will be required in order to ensure the pump station and force main are sized appropriately and to determine the location of the future force main. No additional density is recommended on this property until additional roadways (where located within the UGB) are annexed by the City and are extended to meet the City of Franklin Zoning Ordinance Connectivity requirements. Some potential street connections may be required to remain in the county due to being located outside the Franklin UGB, and these street connections may require approval by the Williamson County Planning Commission or Highway Commission.

A portion of the property is located outside of the Urban Growth Boundary. While the property lies within the SW1 Basin, which was identified as a long-term growth capability in the 2018 Annexation Study, there is currently a plan underway to revise the Franklin UGB as part of a possible Williamson County Growth Plan Update. The updated plan shows the entirety of this property within the Franklin UGB. Staff recommends that the property be annexed once the Growth Plan is fully adopted, as the property could then be annexed by resolution. Additionally, once the Interlocal Agreement has been signed by Williamson County and all municipalities in the County, the City would not be able to annex the portion outside the UGB until the Growth Plan has been approved fully, including approval from the LGPAC (Local Government Planning Advisory Committee).

While the property currently lacks public utilities and necessary external road connections, many of these potential issues can be worked out through the development process. Staff recommends approval of the annexation initiation to further investigate how the property can be serviced.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-33.

RESOLUTION 2024-33

CONSIDERATION OF INITIATING THE ANNEXATION PROCESS AND DRAFT PLAN OF SERVICES, FOR THE ANNEXATION OF 297.17 ACRES, LOCATED WEST OF HILLVIEW LANE, AT 1247 HILLVIEW LANE

WHEREAS, John B. Harlin, (Owner) of property located at 1247 Hillview Lane (Property) petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee (City), to annex the Property not adjoining the City limits and located within the Franklin Urban Growth Boundary (UGB); and

WHEREAS, it is believed it is in the best interest of the City to further investigate the area petitioned to be annexed in order to consider the area for future development in accordance with City standards;

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

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

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

SECTION I. That the Property to be further considered by the Franklin Municipal Planning Commission and the Board of Mayor and Alderman is located west of Hillview Lane at 1247 Hillview Lane, as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
091-99.00	297.17
Total	297.17

SECTION II: That the attached Draft Plan of Services hereto as Exhibit B shall provide guidance to the Board of Mayor and Alderman on how the Property would be served by City resources but is not binding on final annexation.

SECTION III: That the Draft Plan of Services shall be studied by City staff and amended as needed during the study before final presentation to the Franklin Municipal Planning Commission and BOMA.

SECTION IV. **BE IT RESOLVED** by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Resolution shall take effect from and after its passage.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2024.

[Signature blocks to follow.]

ATTEST:

By: _____
Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

_____
Shauna R. Billingsley
City Attorney

EXHIBIT A

091-098.00
THOMAS C. LEWIS
BK. 6356, PG. 851

BLAZED 24" ELM WEST FACE

091-101.04
JUDY L. SCHMIDT
BK. 83, PG. 317 &
BK. 1914, PG. 485

HHO

090-036.00
EMILY ANN MAGID TRUST
BK. 9358, PG. 846;
BK. 1465, PG. 61; &
BK. 1465, PG. 58

091-101.01
STEVEN F. SIPOVSKY &
RACHELLE L. SIPOVSKY
BK. 8218, PG. 988

HHO

500' HHO BUFFER

091-100.00
MICHAEL BUBSER &
MIKA B. GARRETT
BK. 6422, PG. 974

OHE

OHE

500' HHO BUFFER

500' HHO BUFFER

090-032.00
HERMAN EUGENE LOVELL &
ANGELA DUNGAN LOVELL
BK. 9007, PG. 916

CITY OF FRANKLIN
CITY LIMITS

091-100.02
LULA LANE, LLC
BK. 9134, PG. 249

HHO

105-001.02
DAVID B. INGRAM
BK. 6857, PG. 78 &
BK. 3553, PG. 1

104-012.06
ACROSS 2 CREEKS LLC
BK. 8901, PG. 529

CITY OF FRANKLIN UGB

104-015.01
PEANUT BUTTER AND
APRICOT JELLY TRUST
BK. 9191, PG. 801

104-018.07
LISS LEGACY TRUST
BK. 7585, PG. 716

104-018.06
GREGORY LESTARJETTE &
RENEE LESTARJETTE REV TRUST
BK. 9340, PG. 781

104-018.01
BARBARA BRIGHT FLEMING
BK. 921, PG. 531

105-001.01
FREDDIE LEE HADDOX &
AGNES MARIE HADDOX
BK. 2539 PG. 816

105-001.00
ROBERT B. OWNEN &
VIVIAN E. OWEN, TRUSTEES
BK. 6142, PG. 818 &
BK. 4469, PG. 145

N

0 300 600
GRAPHIC SCALE

HARLIN PROPERTY
ANNEXATION INITIATION
April 11, 2024

BOYLE

GAMBLE DESIGN COLLABORATIVE

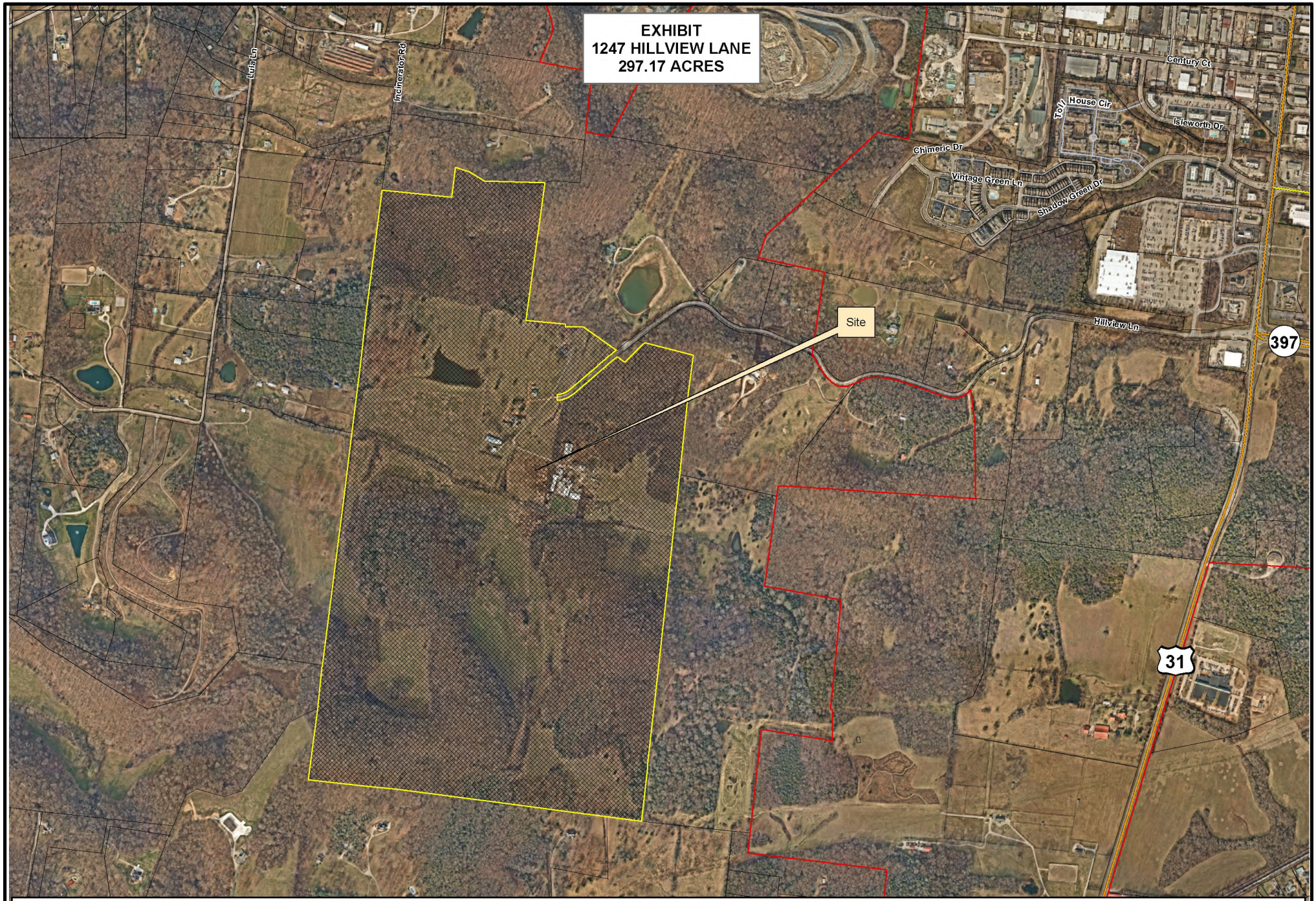


EXHIBIT
1247 HILLVIEW LANE
297.17 ACRES
Luna Ln
Incinerator Rd
Century Ct
House Cir
Isleworth Dr
Chimeric Dr
Vintage Green Ln
Shadow Green Dr
Site
Hillview Ln
397
31
Legend
City Limits
1247 Hillview Lane
N
0
250
500
1,000
Feet
This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
All data and materials (c) copyright 2023. All rights reserved.

DRAFT Plan of Services
Exhibit B

The Property is located west of Hillview Lane at 1247 Hillview Lane, noncontiguous to the City limits, partially within the existing Urban Growth Boundary and fully within the proposed urban growth boundary, and as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
091-99.00	297.17
Total	297.17

A. Water

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

ISSUES TO CONSIDER:

- **N/A**

B. Reclaimed Water

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

ISSUES TO CONSIDER:

- **N/A**

C. Wastewater

1. The Property lies within the SW1 Basin as defined in the City of Franklin Sanitary Sewer Basin Study.
2. The Owner shall be required to construct a regional pump station and associated force main to existing City of Franklin gravity wastewater infrastructure to serve the property.
3. The pump station shall be a temporary pump station near the top of the sanitary sewer basin, with the pump station and force main designed in such a way as to allow the pump station to be relocated further down the basin as further development in the basin occurs until it reaches its permanent location.
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.

ISSUES TO CONSIDER:

- *An extensive sanitary sewer basin study update will be required in order to ensure the pump station and force main are sized appropriately and to determine the location of the future force main.*

- *The owner/developer may propose subdivision of adjacent county property (located outside the Franklin UGB) in order to provide additional street connections into the subject property being requested for annexation, and, if this occurs, the owner/developer may request city sewer availability for this adjacent county property.*

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.

ISSUES TO CONSIDER:

- **N/A**

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 determined when a formal Rezoning and Development Plan are submitted to City Staff. Additional detail is needed to determine improvements and phasing of roadways.
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.

ISSUES TO CONSIDER:

- *This property includes future roadways listed on the Major Thoroughfare Plan. It is within proximity of Coleman Road, Mack Hatcher and Columbia Pike.*
- *Prior to or concurrently with annexation of this property, any and all roads that access the property (where located within the Franklin UGB) shall be annexed by the City of Franklin.*
- *No additional density is recommended on this property until additional roadways (where located within the UGB) are annexed by the City and are extended to meet the City of Franklin Zoning Ordinance Connectivity requirements. Some potential street connections may be required to remain in the county due to being located outside the Franklin UGB, and these street connections may require approval by the Williamson County Planning Commission or Highway Commission.*

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.

ISSUES TO CONSIDER:

- **N/A**

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.

ISSUES TO CONSIDER:

- **N/A**

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.

ISSUES TO CONSIDER:

- **N/A**

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.

ISSUES TO CONSIDER:

- **N/A**

J. Planning and Zoning

1. The planning and zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
2. The majority of this property is located within the Development Reserve Design Concept, which are areas outside of the current City limits that lack water lines, sewer availability and adequate road networks for new development.
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.

ISSUES TO CONSIDER:

- *This property is located in the SW1 Basin as defined by the City of Franklin Sewer Basin Study and was identified as a low priority growth area based in a land use suitability study done in 2018 and presented to the Board of Mayor and Aldermen.*
- *Should the property be annexed, it would continue some odd city boundaries that would leave this property surrounded by county land.*
- *A portion of the property is located outside of the Urban Growth Boundary. While the property lies within the SW1 Basin, which was identified as a long-term growth capability in the 2018 Annexation Study, there is currently a plan underway to revise the Franklin UGB as part of a possible Williamson County Growth Plan Update. The updated plan shows the entirety of this property within the Franklin UGB. Staff recommends that the property be annexed once the Growth Plan is fully adopted, as the property could then be annexed by resolution.*

Additionally, once the Interlocal Agreement has been signed by Williamson County and all municipalities in the County, the City would not be able to annex the portion outside the UGB until the Growth Plan has been approved fully, including approval from the LGPAC (Local Government Planning Advisory Committee).

- *Prior to considering zoning the property anything other than Agricultural or Estate Residential, an Envision Franklin Plan Amendment would need to be approved.*
- *Currently the following Overlay Districts have been identified for this property and will affect future development: Hillside Hillcrest Overlay (HHO) and the Hillside Buffer.*

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 Impact Fees and Parkland Dedication Ordinance 2016-25. The Ordinance can be found at https://library.municode.com/tn/franklin/codes/code_of_ordinances
3. The Parks Master Plan is due to be updated 2021-22 to include new amendments that have been add over the past few years as we improve our processes. At this time Parks will look at the outer boundaries of the UGB for land and growth potential to build City Parks. Assured that Neighborhood Parks and Trails will need to be a part of future planning.

ISSUES TO CONSIDER:

- **N/A**

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.

ISSUES TO CONSIDER:

- **N/A**

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.

ISSUES TO CONSIDER:

- **N/A**

N. Garbage and Recycling Pickup and Environmental

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

ISSUES TO CONSIDER:

- **N/A**

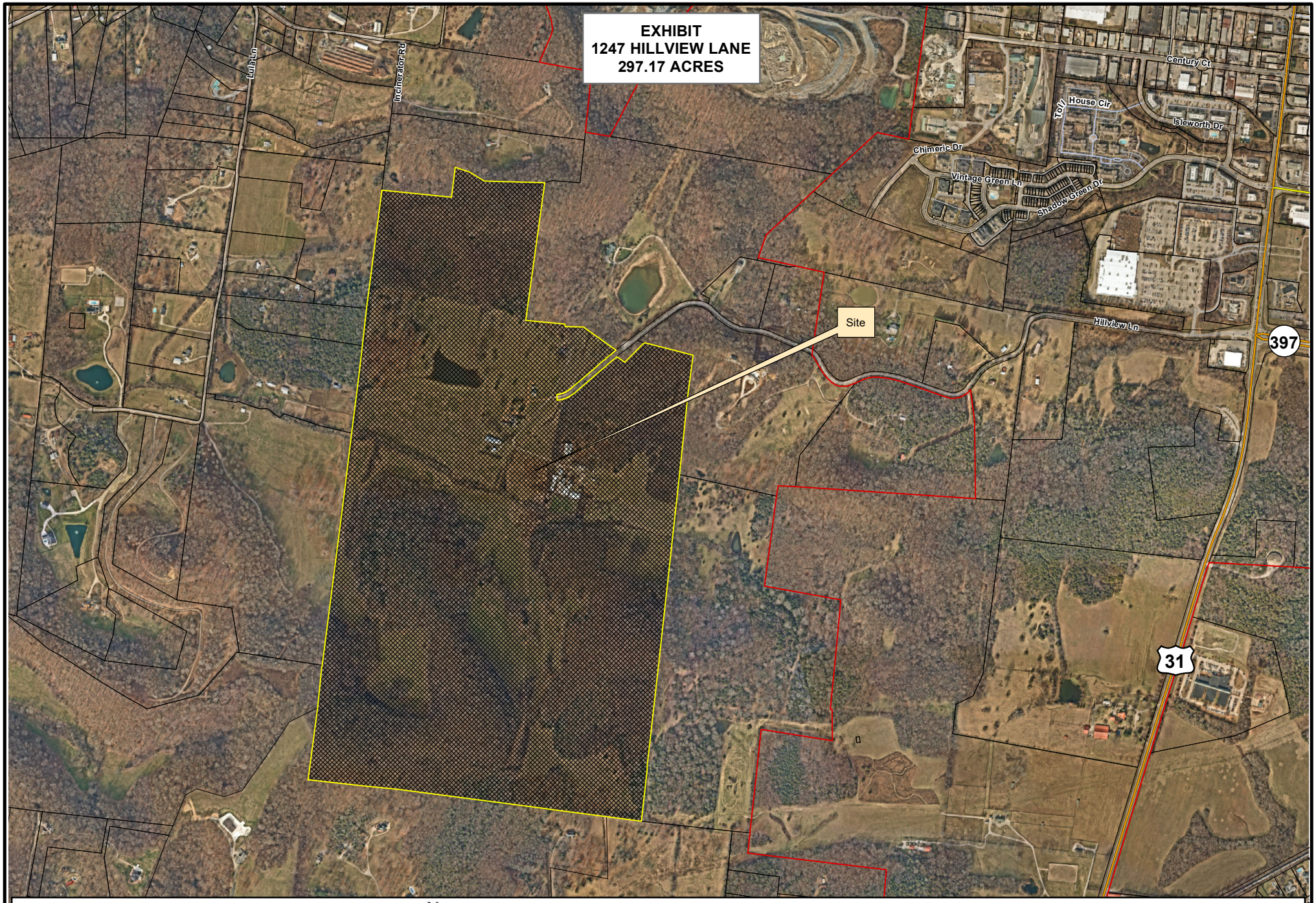
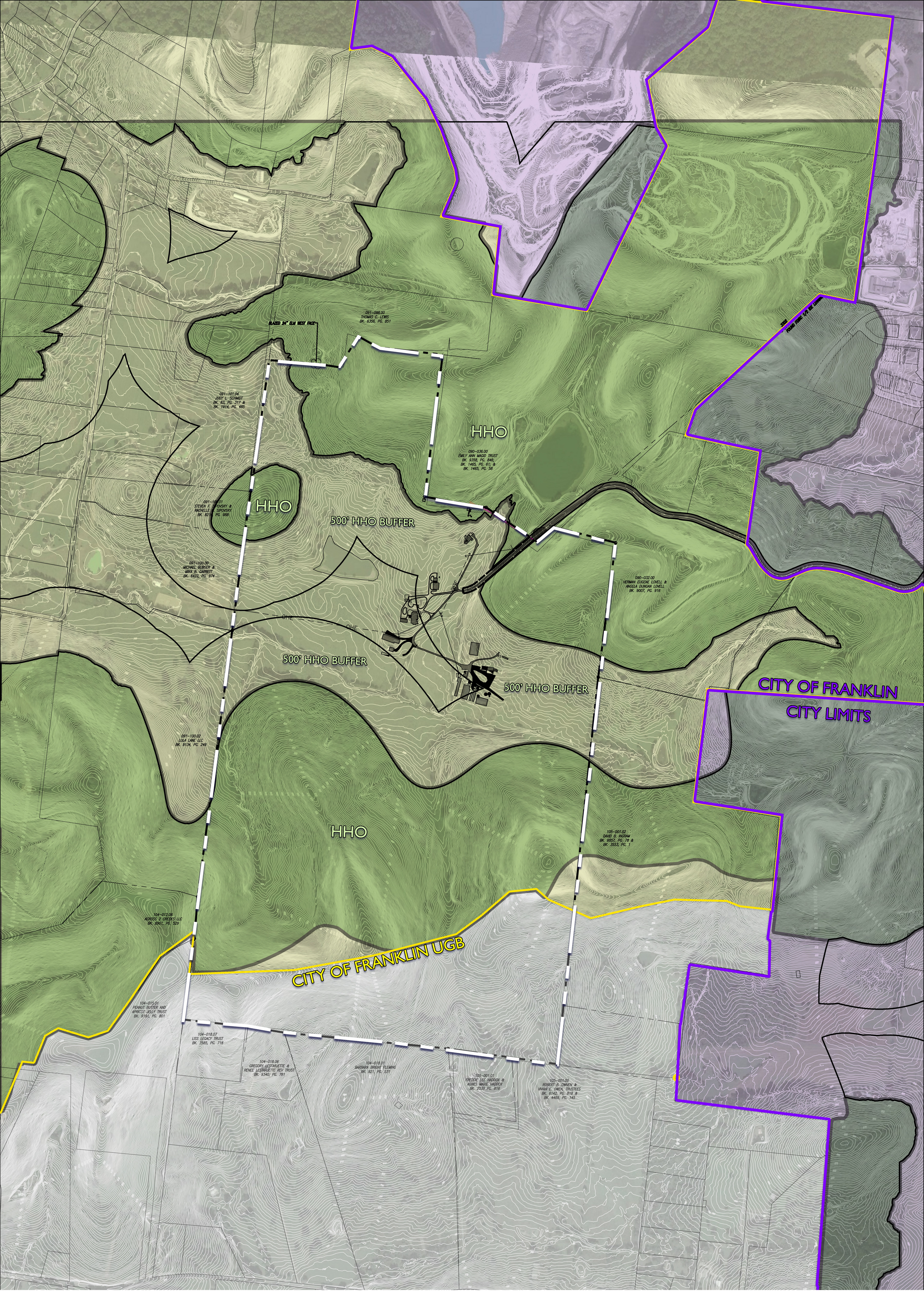


EXHIBIT
1247 HILLVIEW LANE
297.17 ACRES
Site
Hillview Ln
Century Ct
House Cir
Isleworth Dr
Chimeric Dr
Vintage Green Ln
Shadow Green Dr
Lula Ln
Incinerator Rd
397
31
Legend
City Limits
1247 Hillview Lane
N
0
250
500
1,000
Feet
This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
All data and materials (c) copyright 2023. All rights reserved.



N

0 300 600

GRAPHIC SCALE

HARLIN PROPERTY

ANNEXATION INITIATION

April 11, 2024

BOYLE

GAMBLE DESIGN COLLABORATIVE

The Property is located west of Hillview Lane at 1247 Hillview Lane, noncontiguous to the City limits, partially within the existing Urban Growth Boundary and fully within the proposed urban growth boundary, and as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
091-99.00	297.17
Total	297.17

A. Water

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

ISSUES TO CONSIDER:

- **N/A**

B. Reclaimed Water

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

ISSUES TO CONSIDER:

- **N/A**

C. Wastewater

1. The Property lies within the SW1 Basin as defined in the City of Franklin Sanitary Sewer Basin Study.
2. The Owner shall be required to construct a regional pump station and associated force main to existing City of Franklin gravity wastewater infrastructure to serve the property.
3. The pump station shall be a temporary pump station near the top of the sanitary sewer basin, with the pump station and force main designed in such a way as to allow the pump station to be relocated further down the basin as further development in the basin occurs until it reaches its permanent location.
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.

ISSUES TO CONSIDER:

- *An extensive sanitary sewer basin study update will be required in order to ensure the pump station and force main are sized appropriately and to determine the location of the future force main.*

- *The owner/developer may propose subdivision of adjacent county property (located outside the Franklin UGB) in order to provide additional street connections into the subject property being requested for annexation, and, if this occurs, the owner/developer may request city sewer availability for this adjacent county property.*

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.

ISSUES TO CONSIDER:

- **N/A**

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 determined when a formal Rezoning and Development Plan are submitted to City Staff. Additional detail is needed to determine improvements and phasing of roadways.
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.

ISSUES TO CONSIDER:

- *This property includes future roadways listed on the Major Thoroughfare Plan. It is within proximity of Coleman Road, Mack Hatcher and Columbia Pike.*
- *Prior to or concurrently with annexation of this property, any and all roads that access the property (where located within the Franklin UGB) shall be annexed by the City of Franklin.*
- *No additional density is recommended on this property until additional roadways (where located within the UGB) are annexed by the City and are extended to meet the City of Franklin Zoning Ordinance Connectivity requirements. Some potential street connections may be required to remain in the county due to being located outside the Franklin UGB, and these street connections may require approval by the Williamson County Planning Commission or Highway Commission.*

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.

ISSUES TO CONSIDER:

- **N/A**

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.

ISSUES TO CONSIDER:

- **N/A**

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.

ISSUES TO CONSIDER:

- **N/A**

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.

ISSUES TO CONSIDER:

- **N/A**

J. Planning and Zoning

1. The planning and zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
2. The majority of this property is located within the Development Reserve Design Concept, which are areas outside of the current City limits that lack water lines, sewer availability and adequate road networks for new development.
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.

ISSUES TO CONSIDER:

- *This property is located in the SW1 Basin as defined by the City of Franklin Sewer Basin Study and was identified as a low priority growth area based in a land use suitability study done in 2018 and presented to the Board of Mayor and Aldermen.*
- *Should the property be annexed, it would continue some odd city boundaries that would leave this property surrounded by county land.*
- *A portion of the property is located outside of the Urban Growth Boundary. While the property lies within the SW1 Basin, which was identified as a long-term growth capability in the 2018 Annexation Study, there is currently a plan underway to revise the Franklin UGB as part of a possible Williamson County Growth Plan Update. The updated plan shows the entirety of this property within the Franklin UGB. Staff recommends that the property be annexed once the Growth Plan is fully adopted, as the property could then be annexed by resolution.*

Additionally, once the Interlocal Agreement has been signed by Williamson County and all municipalities in the County, the City would not be able to annex the portion outside the UGB until the Growth Plan has been approved fully, including approval from the LGPAC (Local Government Planning Advisory Committee).

- *Prior to considering zoning the property anything other than Agricultural or Estate Residential, an Envision Franklin Plan Amendment would need to be approved.*
- *Currently the following Overlay Districts have been identified for this property and will affect future development: Hillside Hillcrest Overlay (HHO) and the Hillside Buffer.*

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 Impact Fees and Parkland Dedication Ordinance 2016-25. The Ordinance can be found at https://library.municode.com/tn/franklin/codes/code_of_ordinances
3. The Parks Master Plan is due to be updated 2021-22 to include new amendments that have been add over the past few years as we improve our processes. At this time Parks will look at the outer boundaries of the UGB for land and growth potential to build City Parks. Assured that Neighborhood Parks and Trails will need to be a part of future planning.

ISSUES TO CONSIDER:

- **N/A**

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.

ISSUES TO CONSIDER:

- **N/A**

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.

ISSUES TO CONSIDER:

- **N/A**

N. Garbage and Recycling Pickup and Environmental

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

ISSUES TO CONSIDER:

- **N/A**

File #: 21-05794

DATE: June 25, 2024

TO: Board of Mayor and Aldermen

FROM: Emily Wright, Director of Planning and Sustainability
Amy Diaz-Barriga, Asst Director of Planning Development
Chelsea Randolph, Principal Planner

SUBJECT:

Consideration Of Resolution 2024-34, A Resolution Amending The West Franklin Park PUD Subdivision To Extend The Vested Rights, For The Property Located North Of McEwen Drive And East Of Interstate 65, Located At 6100 And 6700 Tower Circle. Establishing A Public Hearing On August 13, 2024
FMPC 6/27/24, 6-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Municipal Planning Commission (FMPC) and Board of Mayor and Aldermen (BOMA) concerning a vesting extension request for the West Franklin Park PUD Subdivision.

BACKGROUND/STAFF COMMENTS:

VESTED PROPERTY RIGHTS INFORMATION

State Law establishes vested property rights. It states that a vested property right is established with the approval of an entitling document (in this case a Development Plan), and during a defined vesting period, the locally adopted development standards which are in effect on the date of approval shall remain the development standards applicable to that property during the vesting period.

The law describes the vesting period as beginning with a three-year time frame during which an applicant must secure final approval of the plan (in this case a site plan), secure any necessary permits, and begin site preparation. Should the project meet these three requirements, the vesting period is extended for an additional two years. Within these two years, an applicant must begin construction and maintain any necessary permits. If a project gets to this point, and begins construction on at least one building, the vesting period is extended for a total of 10 years for single-phase projects or 15 years for multiphase projects. This 10-15 year time period is measured from the original approval date of the entitling document, which in this case is the date the BOMA approved the Development Plan.

THE REQUEST

The request is to extend the vesting period for three years, from September 14, 2024, until September 14, 2027, to allow the applicant to secure any necessary permits and commence site

preparation.

APPROVAL HISTORY AND PROJECT DESCRIPTION
The development plan for the West Franklin Park PUD was approved by BOMA on September 14, 2021. The plan includes 555 multifamily dwelling units, approximately 311,216 square feet of office space, and 8,900 square feet of retail for a site that is composed of 32.43 acres. Staff recommended approval, with conditions, of the overall Development Plan. BOMA approved the Development Plan by a vote of 7-0.

CURRENT STATUS
This plan is within the first three-year period and is vested until September 14, 2024. The applicant submitted a site plan for section 1, but it has not yet been approved.

VESTING IMPACTS
If the vesting period is not extended, the project entitlements would cease to exist, stop work orders would be issued, if applicable. A new development would need to be approved and would be reviewed against the current local development standards.

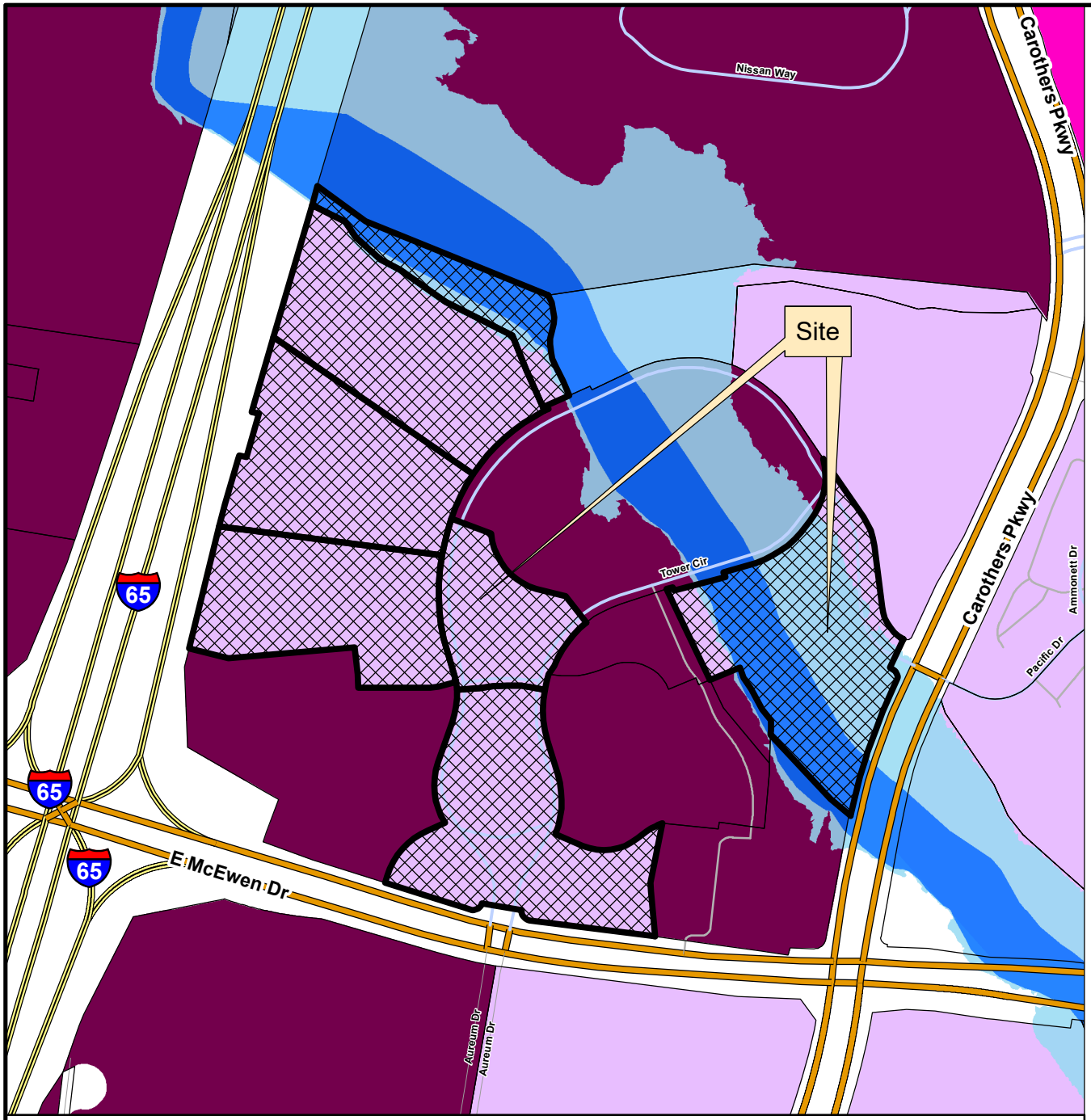
In reviewing the plan against the current City regulations, the current plan generally complies. The differences in today's Zoning Ordinance versus their vested Ordinance (12/8/2020) are minor, and could be incorporated into the design without major changes to the plan. A new parkland agreement would need to be approved for any new plan.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Planning Commission recommend to the BOMA to approve Resolution 2024-34 if they determine that the continuation of vested rights is in the best interest of the community.
Franklin Municipal Planning Commission recommends approval of Resolution 2024-34 by a vote of 6-0.



WEST FRANKLIN PARK PUD SUBDIVISION
VESTING EXTENSION REQUEST
RESOLUTION 2024-34

Project Information
Existing Zoning: Planned District (PD 17.11/320,116)
Overlay Districts: FFO, FWO
Site Acreage: 32.43 acres
Proposed Number of Dwelling Units: 555
Proposed Nonresidential Square Footage: 311,216 SF Office & 8,900 SF Retail

Legend

- West Franklin Park PUD Subdivision
- Floodway Fringe Overlay
- Floodway Overlay
- 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

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 2024. All rights reserved.

N

0 250 500 1,000
Feet

HISTORIC FRANKLIN TENNESSEE

RESOLUTION 2024-34

A RESOLUTION AMENDING THE WEST FRANKLIN PARK PUD SUBDIVISION TO EXTEND THE VESTED RIGHTS, FOR THE PROPERTY LOCATED NORTH OF MCEWEN DRIVE AND EAST OF INTERSTATE 65, LOCATED AT 6100 AND 6700 TOWER CIRCLE.

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, has approved the zoning for the property as part of Ordinance 2021-27; and

WHEREAS, BOMA has approved the Planned Unit Development for the property as part of Resolution 2021-123; and

WHEREAS, in accordance with the provisions of the City of Franklin, Tennessee, Zoning Ordinance, and as required by *Tennessee Code Annotated* (T.C.A.)§ 13-4-310, as amended, the approval of the Development Plan by the BOMA initiates a vesting period during which the development standards adopted by the City and in effect on the date of approval; and

WHEREAS, T.C.A. § 13-4-310 (d) (1) states that the vesting period applicable to a development plan shall be a period of three (3) years, beginning on the date of the local government's approval of the preliminary development plan; provided, that the applicant obtains local government secures any necessary permits and commences site preparation within the vesting period; and

WHEREAS, the West Franklin PUD vesting period began on September 14, 2021 and is set to expire on September 14, 2024, and the applicant has not yet secured necessary permits or begun site preparation; and

WHEREAS, T.C.A. § 13-4-310 (h) states that an amendment to an approved development plan by the developer must be approved by the local government to retain the protections of the vested property right, and a vested property right shall not terminate if the local government determines, in writing, that it is in the best interest of the community to allow the development to proceed under the amended plan without terminating the vested property right;

WHEREAS, the *Franklin Zoning Ordinance* § 2.4.2 (16) states that upon the expiration of a vesting period for a Development Plan, construction may not proceed unless a new Development Plan is approved by the BOMA that meets all development standards in effect at the time of approval for portions of the project not already constructed or under construction or, alternatively, the BOMA may grant an extension of the vesting period if it determines, in writing, that it is in the best interest of the community to allow the development to proceed without terminating the vested property right; and

WHEREAS, the applicant has requested an extension of the vesting period for three years, until September 14, 2027.

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
062 – 01424	1.90
062 – 01427	5.97
062 – 01431	4.99
062 – 01432	5.24
062 – 01433	5.76
062 – 01430	6.34
062 – 01435	2.58
Total	32.43

Map-Parcel	Acres
062 – 01424	1.90
062 – 01427	5.97
062 – 01431	4.99
062 – 01432	5.24
062 – 01433	5.76
062 – 01430	6.34
062 – 01435	2.58
Total	32.43

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 West Franklin Park PUD Subdivision, as outlined below and through Exhibit A, are as follows:

Entitlements	West Franklin Park PUD Subdivision
Base Zone District	Planned District (PD 17.11/320,116)
Other Zoning Overlays	FFO, FWO
Number of Dwelling Units	555
Number of Nonresidential Square Footage	320,116 SF
Number of Hotel Rooms	n/a
Open Space Requirements	Per City of Franklin Project # 2572
Number of Phases in Development	3

SECTION V. That the original vesting period was initiated on September 14, 2021 and was set to expire on September 14, 2024. The amended development plan will now have until September 14, 2027 to secure an approved site plans, secure any necessary permits, and begin site preparation. If these

requirements are met, then the vesting period shall be extended an additional two (2) years to commence construction and maintain any necessary permits to remain vested.

SECTION VI. That the total vesting period of fifteen years shall not be extended. If construction commences during this extended vesting period, the development standards applicable during the vesting period shall remain in effect until the local government has certified final completion of the development or project; provided, the total vesting period for the project shall not exceed ten years from the date of the original approval of the preliminary development plan September 14, 2021 and shall remain at September 14, 2036.

SECTION VII. That the Development Plan, the exhibits accompanying the Development Plan, and all conditions and restrictions placed upon the originally 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 VIII. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Resolution shall take effect from and after its passage on final reading, the health, safety, and welfare of the citizens requiring it.

IT IS SO RESOLVED AND DONE on this ____day of _____, 2024.

ATTEST:

By: _____
Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

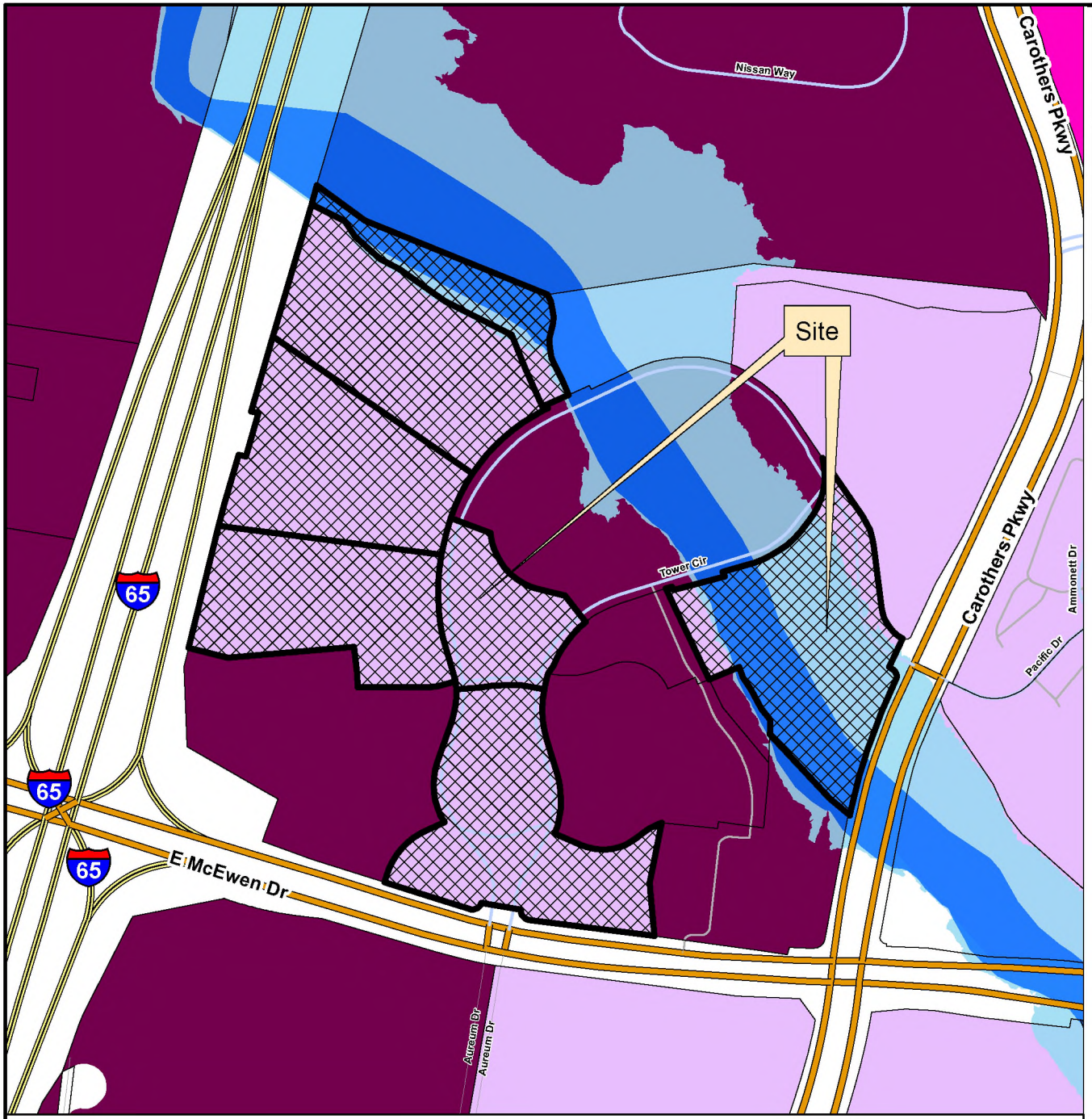
By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

_____
Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED: _____

PUBLIC HEARING HELD: _____



WEST FRANKLIN PARK PUD SUBDIVISION
VESTING EXTENSION REQUEST
RESOLUTION 2024-34

Project Information

Existing Zoning: Planned District (PD 17.11/320,116)
Overlay Districts: FFO, FWO
Site Acreage: 32.43 acres
Proposed Number of Dwelling Units: 550
Proposed Nonresidential Square Footage: 311,216 SF Office & 8,900 SF Retail

Legend

- West Franklin Park PUD Subdivision
- Floodway Fringe Overlay
- Floodway Overlay
- 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

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 2024. All rights reserved.

N

0 250 500 1,000
Feet

HISTORIC FRANKLIN TENNESSEE

WEST FRANKLIN PARK
PUD Subdivision, Development Plan
LOTS 3,6,8-10,12&14

TAX MAP 062, GROUP K & L
PARCELS 01424, 01427, 01429-1433, 01435
ADDRESS: 6100 & 6700 Tower Circle
Franklin, TN 37067
COF # 7587
FRANKLIN, WILLIAMSON CO., TN

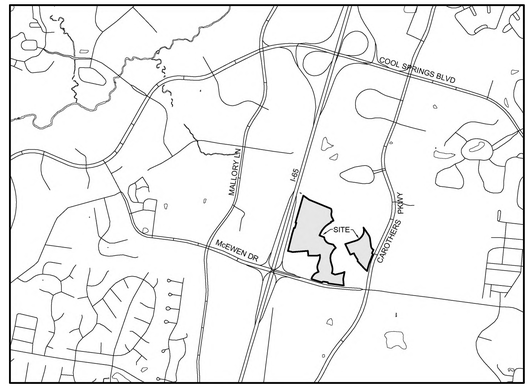
DEVELOPER
NORTHWOOD RAVIN
Northwood Ravin
NW Franklin Park, LLC
3015 Carrington Mill Blvd.
Suite 460
Morrisville, NC 27560
Contact: Jeff Furman
919.354.3677

LANDSCAPE ARCHITECT / APPLICANT
KV+D KISER VOGRIN DESIGN
Kiser+Vogrin Design
5005 Meridian Blvd
Suite 100
Franklin, TN 37067
Contact: Gary Vogrin
615.708.0567

ARCHITECT
906 STUDIO ARCHITECTS
143 Fifth Avenue South Franklin, TN 37064 615.988.9065 906studio.com
906Studio
143 Fifth Avenue South
Franklin, TN 37064
Contact: Mike Hathaway
615.988.9065

CIVIL ENGINEER
Kimley»Horn
Kimley-Horn Assoc.
214 Oceanside Drive
Nashville, TN 37204
Contact: Mary McGowan
615.800.4004

SHEET INDEX:	Sheet Number	Pre - Application Submittal	Initial Submittal	Re-Submittal	One Stop Submittal	One Stop Submittal
COVER	C0.0	05-24-21	06-07-21	07-01-21	10-04-21	10-18-21
OVERALL EXISTING CONDITIONS	C1.0	05-24-21	06-07-21	07-01-21	10-04-21	10-18-21
ENLARGED EXISTING CONDITIONS	C1.1	05-24-21	06-07-21	07-01-21	10-04-21	10-18-21
ENLARGED EXISTING CONDITIONS	C1.2	05-24-21	06-07-21	07-01-21	10-04-21	10-18-21
DEVELOPMENT PLAN	C2.0	05-24-21	06-07-21	07-01-21	10-04-21	10-18-21
DEVELOPMENT PLAN W/ AERIAL	C2.1	05-24-21	06-07-21	07-01-21	10-04-21	10-18-21
ENLARGED DEVELOPMENT PLAN	C2.2	05-24-21	06-07-21	07-01-21	10-04-21	10-18-21
ENLARGED DEVELOPMENT PLAN	C2.3	05-24-21	06-07-21	07-01-21	10-04-21	10-18-21
OVERALL GRADING & DRAINAGE PLAN	C3.0	05-24-21	06-07-21	07-01-21	10-04-21	10-18-21
ENLARGED GRADING & DRAINAGE PLAN	C3.1	05-24-21	06-07-21	07-01-21	10-04-21	10-18-21
ENLARGED GRADING & DRAINAGE PLAN	C3.2	05-24-21	06-07-21	07-01-21	10-04-21	10-18-21
ENLARGED ROW AND ACCESS PLAN	C4.1	05-24-21	06-07-21	07-01-21	10-04-21	10-18-21
ENLARGED ROW AND ACCESS PLAN	C4.2	05-24-21	06-07-21	07-01-21	10-04-21	10-18-21
ENLARGED ROW AND ACCESS PLAN	C4.3		06-07-21	07-01-21	10-04-21	10-18-21
ENLARGED ROW AND ACCESS PLAN	C4.4		06-07-21	07-01-21	10-04-21	10-18-21
OVERALL UTILITY PLAN	C5.0	05-24-21	06-07-21	07-01-21	10-04-21	10-18-21
ENLARGED UTILITY PLAN	C5.1	05-24-21	06-07-21	07-01-21	10-04-21	10-18-21
ENLARGED UTILITY PLAN	C5.2	05-24-21	06-07-21	07-01-21	10-04-21	10-18-21
PHASING PLAN	C6.0		06-07-21	07-01-21	10-04-21	10-18-21
TREE PRESERVATION PLAN	L1.0		06-07-21	07-01-21	10-04-21	10-18-21
BUILDINGS A,B & C (ARCHITECTURAL MASSINGS)	A01	05-24-21	06-07-21	07-01-21	10-04-21	10-18-21
BUILDINGS A & B VIEWS	A02	05-24-21	06-07-21	07-01-21	10-04-21	10-18-21
BUILDING C VIEWS	A03	05-24-21	06-07-21	07-01-21	10-04-21	10-18-21



SITE LOCATION MAP
N.T.S

Comprehensive Review at Site Plan:
Comprehensive review of roadway, stormwater, and utility elements by City of Franklin Staff will occur at Site Plan. Project entitlements approved with this Development Plan do not constitute approval of the roadway, stormwater, and utility elements shown on the Development Plan. If, upon application of City of Franklin street, stormwater, and utility standards at Site Plan, the applicant cannot achieve the maximum approved entitlements, the applicant shall be confined to the entitlements achievable from the application of said standards.

Parkland Dedication Requirements:
555 units x $4,304= $2,388,720 to meet the ordinance.

25% of the total amount or $597,180 will be due at final plat plus the number of dwellings for that phase at a rate of $3,228 per unit.

The 25% or $597,180 will not be reimbursable and will remain in Quad 1 for future Parks.

The 75% or $1,791,540 is possible for reimbursement with an agreement and exhibits showing improvements.

The developer shall enter into a contract with the city which contains terms and conditions relative to the parkland impact fees required to be paid by the developer and/or any off-sets granted for parkland dedication and/or construction of park improvements as may be requested by the developer. Such contract shall be finalized concurrently with the approval of a development plan or site plan when a development plan is not required. When neither a development plan or site plan exist, the contract shall be approved by BOMA prior to the issuance of a building permit and shall contain financial assurances to the city.

REFER TO COF #2572 FOR THE UNIFIED PLAN FOR OPEN SPACE AND TREE REPLACEMENT

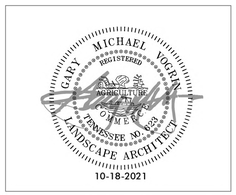
THE LOTS SHOWN IN THIS DEVELOPMENT PLAN, ALONG WITH LOTS 4, 5, 7, AND11 OF THE FRANKLIN PARK SUBDIVISION, WERE FIRST APPROVED AS A UNIFIED SITE PLAN FOR OVERALL OPEN SPACE REQUIREMENTS AND TREE PRESERVATION REQUIREMENTS. BECAUSE SEVERAL OF THE LOTS FROM THIS UNIFIED SITE PLAN HAVE ALREADY BEEN DEVELOPED USING THE PARAMETERS OF THE PREVIOUSLY APPROVED UNIFIED SITE PLAN, THE REQUIREMENTS FROM COF 2572 ARE HONORED ON THIS DEVELOPMENT PLAN. THE TREE PRESERVATION, TREE REPLACEMENT, AND OPEN SPACE REQUIREMENTS ARE MET OR EXCEEDED WITH THIS PLAN.

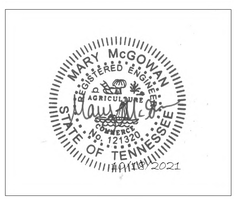
SITE DATA CHART:

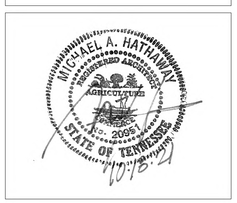
PROJECT NAME: WEST FRANKLIN PARK
COF PROJECT NUMBER: 7587
TAX MAP: 062
GROUP: K & L
PARCEL NUMBERS: 01424, 01427, 01430-1433, 01435
ADDRESS: 6100 & 6700 Tower Circle Franklin, TN 37067
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 9
PUD SITE ACREAGE: 32.43 AC
PUD SITE SQUARE FOOTAGE: 1,412,650.8 SF
VESTING: XXX

REGULATIONS
BASE ZONING: RC12 REGIONAL COMMERCE 12
PROPOSED ZONING: PLANNED (PD 17.11/ 320,116) DISTRICT
OVERLAY ZONING: FFO, FWO
BUILDING TYPES APPLIED: MULTI-FAMILY, COMMERCIAL/ MIXED-USE, LARGE -SCALE OFFICE BUILDING
FRONTAGE TYPES APPLIED: URBAN FRONTAGE
SETBACKS:
FRONT YARD: 10'
SIDE YARD: 5'
REAR YARD: 0'
DWELLING UNIT COUNT, BY TYPE: 555 MULTI-FAMILY UNITS
DWELLING UNIT DENSITY: 17.11 DU/A
COMMERCIAL SF, BY USE: 311,216 SF OFFICE & 8,900 RETAIL
BUILDING HEIGHTS: 4-12 STORIES
MINIMUM LANDSCAPE SURFACE AREA: 0.20 (285,580 SF)
OPEN SPACE SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
NATURAL AREA SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
TREE CANOPY RETENTION ACREAGE: 100% (180,000 SF)
PARKING REQUIRED, BY USE: TOTAL: 2,294 SPACES
- RESIDENTIAL: (1.5/ STUDIO &1 BR, 2.5/ 2 BR & 3/ 3 BR) 1,019 SPACES
- OFFICE: (4/ 1,000 SF) 1,245 SPACES
- RETAIL: (3.33/ 1,000 SF) 30 SPACES

PARKING PROVIDED, BY USE: SEE "WEST FRANKLIN PARK BUILDING DATA" CHART
HISTORIC RESOURCE TREATMENT: NO
ENVISION FRANKLIN DESIGN CONCEPT: REGIONAL COMMERCE







KVD PROJECT# : 20070
COF # : 7587
Sheet #:
C0.0
DATE: 05-24-2021

NOT FOR CONSTRUCTION

SURVEY NOTES

1. THE INFORMATION SHOWN ON THIS PLAN IS BASED UPON THE TENNESSEE STATE PLAN COORDINATE SYSTEM, AND NAD 83 DATUM.
2. BASE INFORMATION WAS TAKEN FROM AN ALTA SURVEY PREPARED BY RAGAN-SMITH ASSOCIATES INC. THE INFORMATION PROVIDED SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. KIMLEY-HORN AND ASSOCIATES SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE BASE INFORMATION SHOWN.
3. INFORMATION WAS ALSO TAKEN FROM THE CITY OF FRANKLIN GIS AND AERIAL PHOTOGRAPHS.
4. THE CONSULTANT HAS FOUND NO EVIDENCE OF THE MINERAL RIGHTS OF THIS PROPERTY BEING TRANSFERRED TO ANY PARTY OTHER THAN THE OWNER.
5. THIS PROJECT IS LOCATED IN ZONE "X" AND ZONE "AE" AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 47187C0204F AND NO. 47187C0212F, WITH AN EFFECTIVE DATE OF 9-29-2006, WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE PROGRAM. ZONE "X" IS AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANGE FLOODPLAIN. ZONE "AE" IS A SPECIAL FLOOD HAZARD AREA SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD. THIS AREA IS INDICATED ON THE PLANS.

STORMWATER NARRATIVE

RUNOFF FOR THIS SITE ENCOUNTERS PRIMARILY GRASSY FIELDS SLOPING TOWARDS THE CREEK TO THE NORTH. DEPENDING ON WHERE RAINWATER FALLS, IT TRAVELS VIA SHEET FLOW AND SHALLOW CHANNEL FLOW TOWARDS THE NORTHERN CREEK. OUTFALLS ARE LABELED IN THE PLANS. EXISTING INLETS ALONG THE DEVELOPED AREA ROUTE WATER TO THE BIORETENTION AND DETENTION PONDS.

ALL OUTFALLS WILL BE UTILITZED IN THE DEVELOPMENT OF THIS SITE.

SITE SLOPE TABLE

	14% - 19.99%
	20% and above

Kimley»Horn
214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
www.kimley-horn.com
©2021 Kimley-Horn and Associates, Inc.

KV+D KISER VOGRIN DESIGN
5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.708.0567
www.kiservogrin.com

MARY McGOWEN — REGISTERED ENGINEER — AGRICULTURAL — No. 121339 — STATE OF TENNESSEE — 10/18/2021

DEVELOPMENT PLAN
WEST FRANKLIN PARK
6100, 6700 TOWER CIRCLE
FRANKLIN PROJECT #7587
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	LJA
2	COF INITIAL SUBMITTAL	6/07/21	LJA
3	COF RE-SUBMITTAL	7/01/21	LJA
4	COF ONE STOP	10/04/21	LJA
5	COF ONE STOP	10/18/21	LJA

DESIGNED BY:	LJA
DRAWN BY:	LJA
CHECKED BY:	MMC
DATE:	10/18/2021

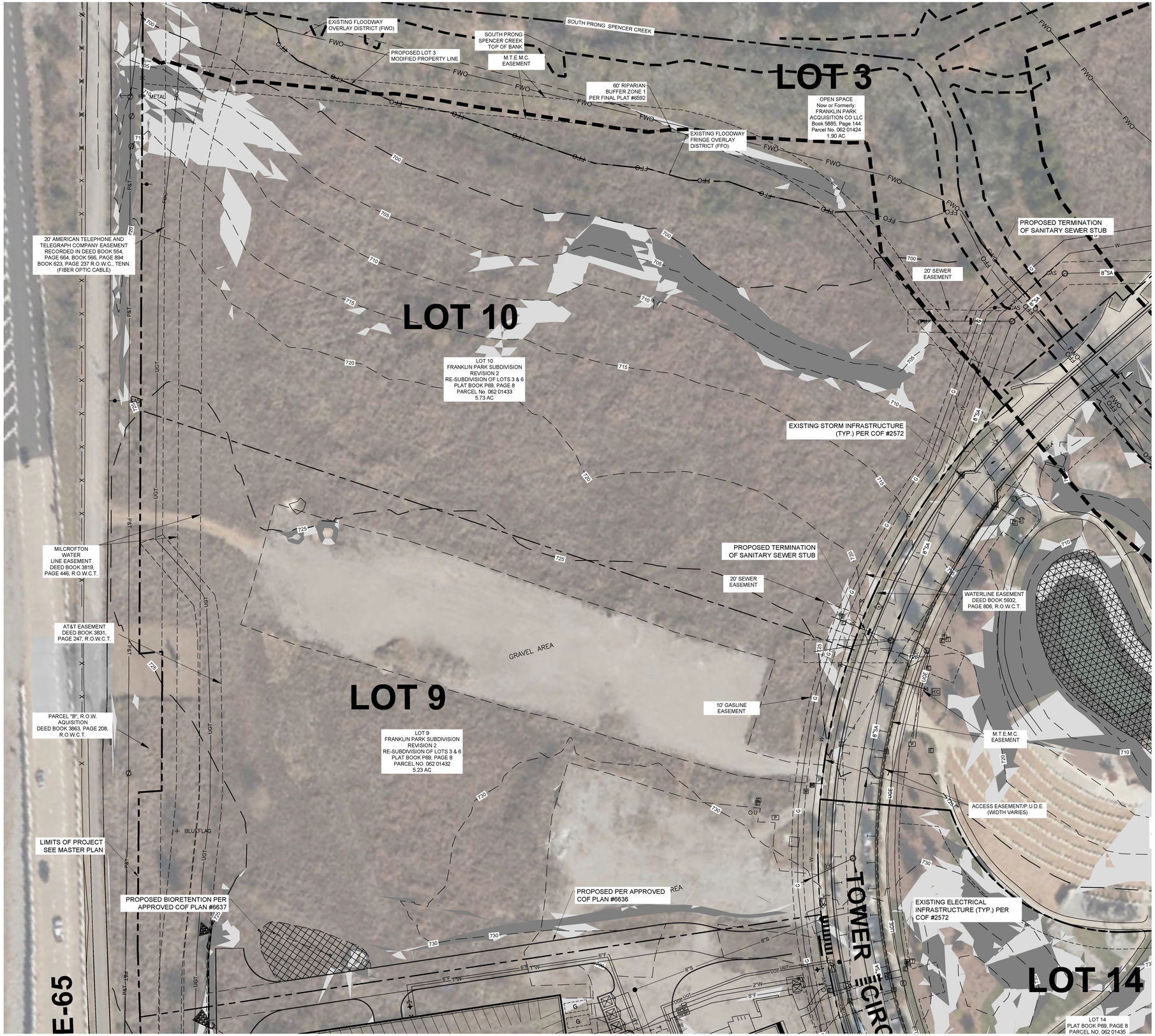
KHA PROJECT NO. 019418016

DRAWING TITLE:
OVERALL EXISTING CONDITIONS

SHEET NUMBER
C1.0

Copyright © 2020 By Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission.

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



SURVEY NOTES

1. THE INFORMATION SHOWN ON THIS PLAN IS BASED UPON THE TENNESSEE STATE PLAN COORDINATE SYSTEM, AND NAD 83 DATUM.
2. BASE INFORMATION WAS TAKEN FROM AN ALTA SURVEY PREPARED BY RAGAN-SMITH ASSOCIATES INC. THE INFORMATION PROVIDED SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. KIMLEY-HORN AND ASSOCIATES SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE BASE INFORMATION SHOWN.
3. INFORMATION WAS ALSO TAKEN FROM THE CITY OF FRANKLIN GIS AND AERIAL PHOTOGRAPHS.
4. THE CONSULTANT HAS FOUND NO EVIDENCE OF THE MINERAL RIGHTS OF THIS PROPERTY BEING TRANSFERRED TO ANY PARTY OTHER THAN THE OWNER.
5. THIS PROJECT IS LOCATED IN ZONE "X" AND ZONE "AE" AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 47187C0204F AND NO. 47187C0212F, WITH AN EFFECTIVE DATE OF 9-29-2006, WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE PROGRAM. ZONE "X" IS AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANGE FLOODPLAIN. ZONE "AE" IS A SPECIAL FLOOD HAZARD AREA SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD. THIS AREA IS INDICATED ON THE PLANS.

STORMWATER NARRATIVE

RUNOFF FOR THIS SITE ENCOUNTERS PRIMARILY GRASSY FIELDS SLOPING TOWARDS THE CREEK TO THE NORTH. DEPENDING ON WHERE RAINWATER FALLS, IT TRAVELS VIA SHEET FLOW AND SHALLOW CHANNEL FLOW TOWARDS THE NORTHERN CREEK. OUTFALLS ARE LABELED IN THE PLANS. EXISTING INLETS ALONG THE DEVELOPED AREA ROUTE WATER TO THE BIORETENTION AND DETENTION PONDS.

ALL OUTFALLS WILL BE UTILITZED IN THE DEVELOPMENT OF THIS SITE.

SITE SLOPE TABLE

	14% - 19.99%
	20% and above

GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

Kimley»Horn
214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
www.kimley-horn.com
©2021 Kimley-Horn and Associates, Inc.

KV+D KISER VOGRIN DESIGN
5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.708.0567
www.kiservogrin.com

MARY McGOWAN
REGISTERED ENGINEER
AGRICULTURE
No. 121339
STATE OF TENNESSEE
10/18/2021

DEVELOPMENT PLAN
WEST FRANKLIN PARK
6100, 6700 TOWER CIRCLE
FRANKLIN PROJECT #7587
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	LJA
2	COF INITIAL SUBMITTAL	6/07/21	LJA
3	COF RE-SUBMITTAL	7/01/21	LJA
4	COF ONE STOP	10/04/21	LJA
5	COF ONE STOP	10/18/21	LJA

DESIGNED BY:	LJA
DRAWN BY:	LJA
CHECKED BY:	MMC
DATE:	10/18/2021

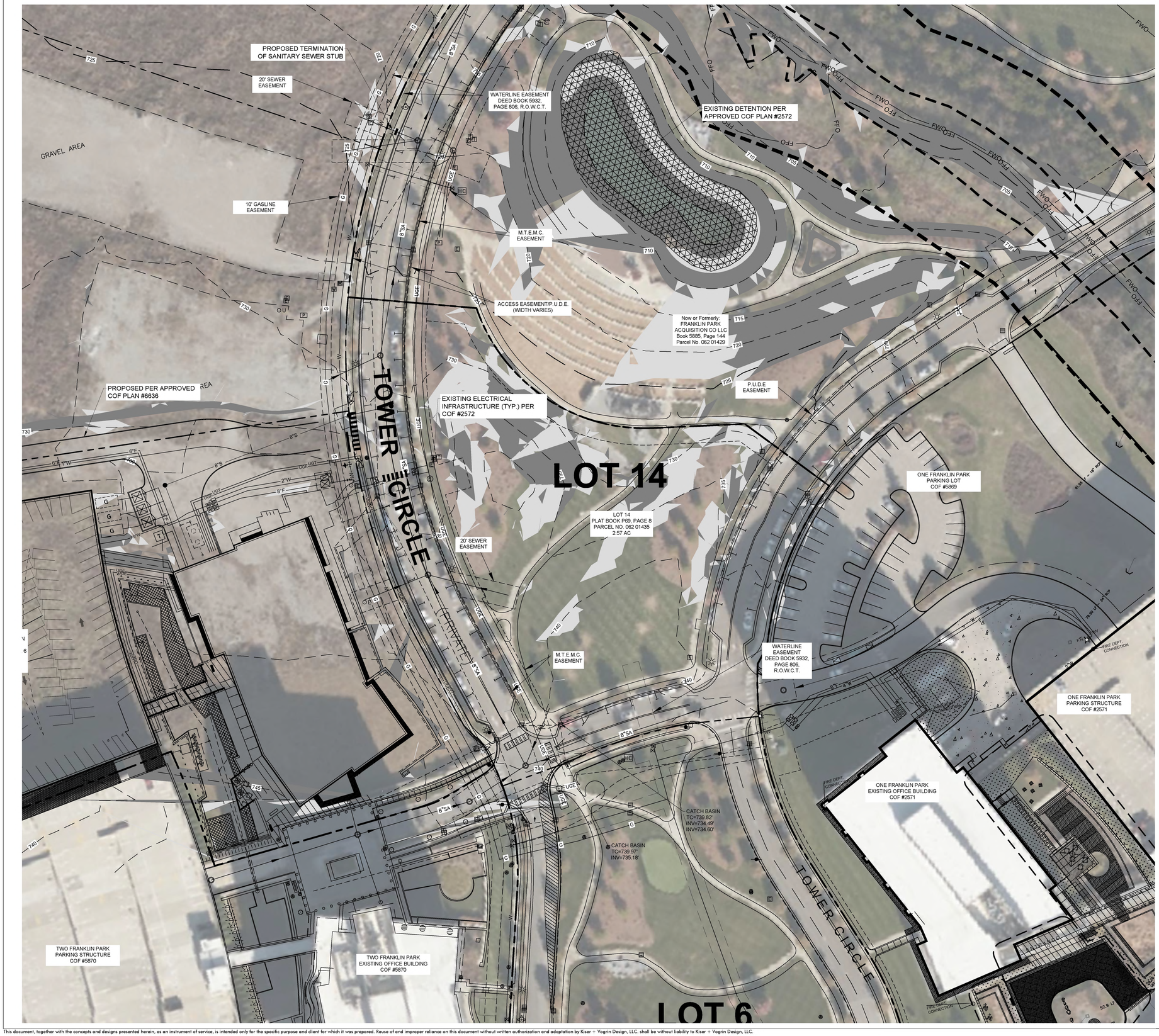
KHA PROJECT NO.
019418016

DRAWING TITLE:
ENLARGED EXISTING CONDITIONS

SHEET NUMBER
C1.1

Copyright © 2020 By Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission.

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



SURVEY NOTES

1. THE INFORMATION SHOWN ON THIS PLAN IS BASED UPON THE TENNESSEE STATE PLAN COORDINATE SYSTEM, AND NAD 83 DATUM.
2. BASE INFORMATION WAS TAKEN FROM AN ALTA SURVEY PREPARED BY RAGAN-SMITH ASSOCIATES INC. THE INFORMATION PROVIDED SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. KIMLEY-HORN AND ASSOCIATES SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE BASE INFORMATION SHOWN.
3. INFORMATION WAS ALSO TAKEN FROM THE CITY OF FRANKLIN GIS AND AERIAL PHOTOGRAPHS.
4. THE CONSULTANT HAS FOUND NO EVIDENCE OF THE MINERAL RIGHTS OF THIS PROPERTY BEING TRANSFERRED TO ANY PARTY OTHER THAN THE OWNER.
5. THIS PROJECT IS LOCATED IN ZONE "X" AND ZONE "AE" AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 47187C0204F AND NO. 47187C0212F, WITH AN EFFECTIVE DATE OF 9-29-2006, WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE PROGRAM. ZONE "X" IS AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANGE FLOODPLAIN. ZONE "AE" IS A SPECIAL FLOOD HAZARD AREA SUBJECT TO FLOODING BY THE 1% ANNUAL CHANCE FLOOD. THIS AREA IS INDICATED ON THE PLANS.

STORMWATER NARRATIVE

RUNOFF FOR THIS SITE ENCOUNTERS PRIMARILY GRASSY FIELDS SLOPING TOWARDS THE CREEK TO THE NORTH. DEPENDING ON WHERE RAINWATER FALLS, IT TRAVELS VIA SHEET FLOW AND SHALLOW CHANNEL FLOW TOWARDS THE NORTHERN CREEK. OUTFALLS ARE LABELED IN THE PLANS. EXISTING INLETS ALONG THE DEVELOPED AREA ROUTE WATER TO THE BIORETENTION AND DETENTION PONDS.

ALL OUTFALLS WILL BE UTILITZED IN THE DEVELOPMENT OF THIS SITE.

SITE SLOPE TABLE

	14% - 19.99%
	20% and above

GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

Kimley»Horn
214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
www.kimley-horn.com
©2021 Kimley-Horn and Associates, Inc.

KV+D KISER VOGRIN DESIGN
5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.708.0567
www.kiservogrin.com

MARY McGOWAN — REGISTERED LANDSCAPE ARCHITECT — No. 1213139 — STATE OF TENNESSEE — 10/18/2021

DEVELOPMENT PLAN
WEST FRANKLIN PARK
6100, 6700 TOWER CIRCLE
FRANKLIN PROJECT #7587
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	LJA
2	COF INITIAL SUBMITTAL	6/07/21	LJA
3	COF RE-SUBMITTAL	7/01/21	LJA
4	COF ONE STOP	10/04/21	LJA
5	COF ONE STOP	10/18/21	LJA

DESIGNED BY:	LJA
DRAWN BY:	LJA
CHECKED BY:	MMC
DATE:	10/18/2021

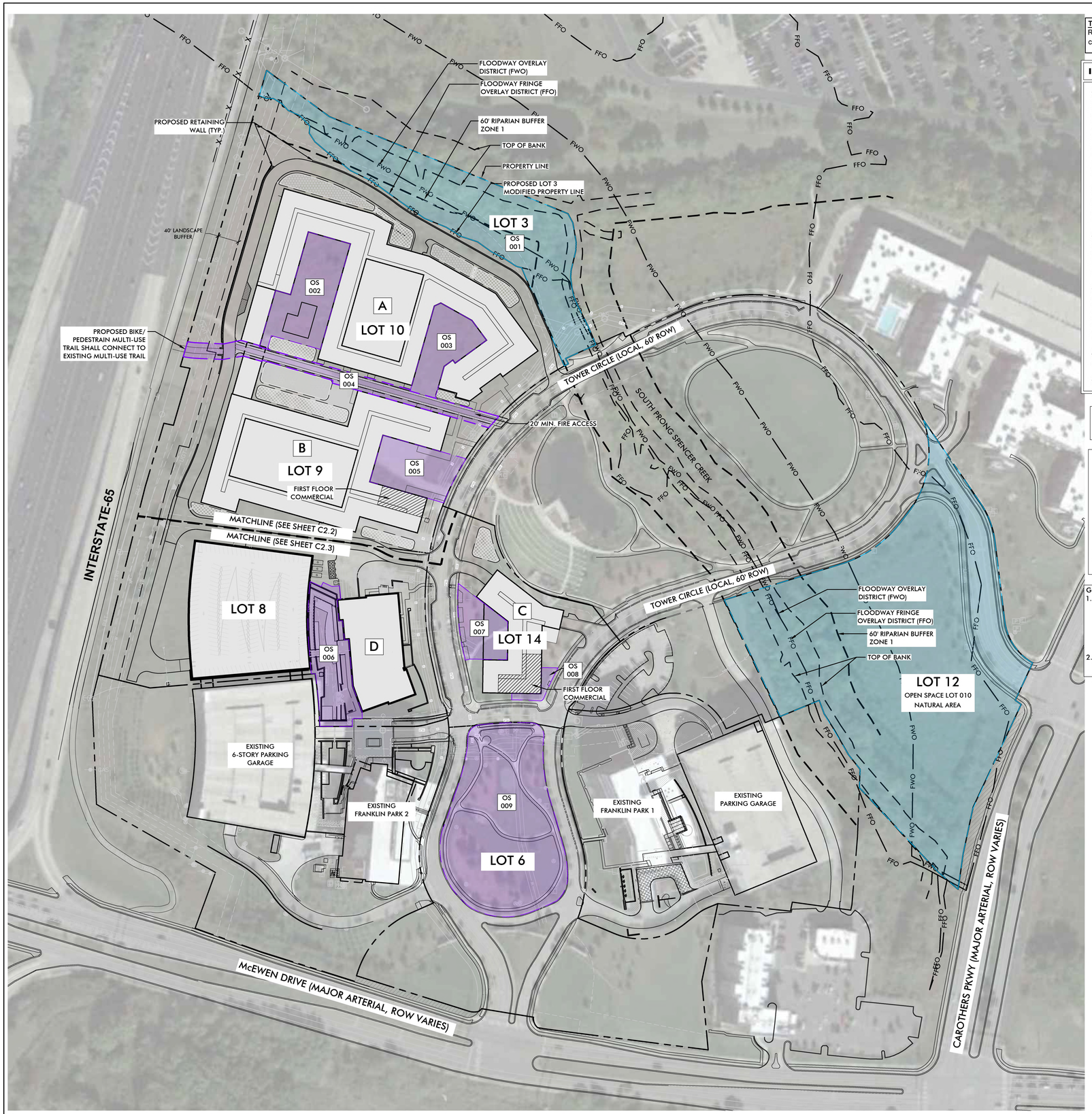
KHA PROJECT NO. 019418016

DRAWING TITLE:
ENLARGED EXISTING CONDITIONS

SHEET NUMBER
C1.2

Copyright © 2020 By Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission.

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



TREE REPLACEMENT NOTE:
Refer to COF #2572 open space and tree information charts, 392 caliper inches of replacement trees to be included at site plan

IMPACT STATEMENT

STREET NETWORK
AS IDENTIFIED IN THE TIA RECOMMENDED IMPROVEMENTS, AT CAROTHERS PARKWAY AND TOWER CIRCLE IT IS RECOMMENDED TO INCLUDE ADJUSTED SIGNAL TIMINGS AND MODIFIED EXISTING TRAFFIC SIGNAL OPERATION TO INCORPORATE A PERMISSIVE OVERLAP RIGHT-TURN ARROW. AT CAROTHERS PARKWAY AND EAST MCEWEN DRIVE RECOMMENDATIONS INCLUDE ADJUSTED SIGNAL TIMINGS AND AN ADDITIONAL SOUTHBOUND LANE AT CAROTHERS PARKWAY BETWEEN TOWER CIRCLE AND EAST MCEWEN DRIVE. THIS LANE SHOULD RESULT IN TWO LEFT-TURN LANES, THREE THROUGH LANES, AND TWO RIGHT TURN LANES. AT MCEWEN DRIVE AND I-65 IT IS RECOMMENDED TO EXTEND THE EXISTING WESTBOUND RIGHT-TURN LANE ALONG EAST MCEWEN DRIVE FROM 225 FEET OF STORAGE TO FULL STORAGE (APPROXIMATELY 850 FEET). LASTLY, IT HAS BEEN RECOMMENDED TO ADJUST SIGNAL TIMINGS AT EAST MCEWEN DRIVE AND TOWER CIRCLE.

WATER
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT (MVUD) VIA AN EXISTING WATER MAIN THAT RUNS FROM EAST MCEWEN DRIVE ALONG TOWER CIRCLE ROAD TO THE PROPOSED DEVELOPMENT. PROJECTED MAXIMUM WATER DEMAND FOR LOTS 9, 10, AND 14 IS APPROXIMATELY 490 SFUE.

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN VIA EXISTING SEWER SURROUNDING THE SITE IN TOWER CIRCLE ROAD. PROJECTED MAXIMUM SEWER DEMAND FOR LOTS 9, 10, AND 14 IS APPROXIMATELY 441 SFUE. PROJECTED MAXIMUM SEWER DEMAND ORIGINALLY APPROVED FOR THE OVERALL SITE WAS 750 SFUE. THE REVISED PROPOSED MAXIMUM SEWER DEMAND FOR THE OVERALL SITE IS APPROXIMATELY 816 SFUE.

STORMWATER
POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PRE DEVELOPMENT PEAK FLOWS BY THE DETENTION PONDS AND OUTLET STRUCTURES WITH ULTIMATE OUTFLOW INTO SOUTH PRONG SPENCER CREEK. POND 1, 2, AND 3 ARE NEWLY PROPOSED DETENTION PONDS SERVING LOTS 9 AND 10 (5.88 IMPERVIOUS AREA). LOT 14 IS TO BE SERVED BY THE REGIONAL DETENTION POND WITHIN FRANKLIN PARK. APPROXIMATELY 6.56 AC OF IMPERVIOUS AREA IS PROPOSED AT FINAL BUILDOUT OF LOT 9, 10, AND 14.

ELECTRICITY
ELECTRICITY WILL BE PROVIDED BY MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORP.

GAS
NATURAL GAS WILL BE PROVIDED BY ATMOS GAS, IF AVAILABLE.

RIPARIAN BUFFER NOTE:
"There shall be no mowing, clearing, grading, construction, storage, or disturbance of vegetation in riparian buffers except as permitted by the City Engineer, or his designee."

LEGEND

- PROPOSED STORMWATER AREAS
- MATCHLINES
- PROPERTY LINES

GENERAL NOTES:
1. DOOR LOCATIONS ARE INTENDED TO SHOW THE ACTIVATION AT THE GROUND LEVEL ON TOWER PARK CIRCLE, BUT ARE SUBJECT TO CHANGE UPON FINAL SITE PLAN SUBMITTAL. THERE WILL BE DOORS IN THESE APPROXIMATE LOCATIONS. SEE A01-A03 FOR APPROX. LOCATIONS.
2. REFER TO PLAN ENLARGEMENTS FOR DETAILED SITE INFORMATION

SITE DATA CHART:

PROJECT NAME: WEST FRANKLIN PARK
COF PROJECT NUMBER: 7587
TAX MAP: 062
GROUP: K & L
PARCEL NUMBERS: 01424, 01427, 01430-1433, 01435
ADDRESS: 6100 & 6700 Tower Circle Franklin, TN 37067
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 9
PUD SITE ACREAGE: 32.43 AC
PUD SITE SQUARE FOOTAGE: 1,412,650.8 SF
VESTING: XXX

REGULATIONS

BASE ZONING: RC12 REGIONAL COMMERCE 12
PROPOSED ZONING: PLANNED (PD 17.11/ 320,116) DISTRICT
OVERLAY ZONING: FFO, FWO
BUILDING TYPES APPLIED: MULTI-FAMILY, COMMERCIAL/ MIXED-USE, LARGE -SCALE OFFICE BUILDING
FRONTAGE TYPES APPLIED: URBAN FRONTAGE
SETBACKS:
- FRONT YARD: 10'
- SIDE YARD: 5'
- REAR YARD: 0'

DWELLING UNIT COUNT, BY TYPE: 555 MULTI-FAMILY UNITS
DWELLING UNIT DENSITY: 17.11 DU/A
COMMERCIAL SF, BY USE: 311,216 SF OFFICE & 8,900 RETAIL
BUILDING HEIGHTS: 4-12 STORIES
MINIMUM LANDSCAPE SURFACE AREA: 0.20 (285,580 SF)
OPEN SPACE SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
NATURAL AREA SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
TREE CANOPY RETENTION ACREAGE: 100% (180,000 SF)
PARKING REQUIRED, BY USE: TOTAL: 2,294 SPACES
- RESIDENTIAL: (1.5/ STUDIO &1 BR, 2.5/ 2 BR & 3/ 3 BR) 1,019 SPACES
- OFFICE: (4/ 1,000 SF) 1,245 SPACES
- RETAIL: (3.33/ 1,000 SF) 30 SPACES

PARKING PROVIDED, BY USE: SEE "WEST FRANKLIN PARK BUILDING DATA" CHART
HISTORIC RESOURCE TREATMENT: NO
ENVISION FRANKLIN DESIGN CONCEPT: REGIONAL COMMERCE

ENVISION FRANKLIN DESCRIPTION: THIS DEVELOPMENT PROVIDES A MIX OF RESIDENTIAL, RETAIL, AND OFFICE USES CONSISTENT WITH ENVISION FRANKLIN.

WEST FRANKLIN PARK BUILDING DATA

BUILDING KEY	RETAIL (SF)	OFFICE (SF)	RESIDENTIAL (DU)	BUILDING STORIES	REQUIRED PARKING (SPACES)	GARAGE PARKING (SPACES)	PARALLEL PARKING (SPACES)	TOTAL PROPOSED PARKING (SPACES)
A			280	4-5	474	555	2	557
B	3,900		200	4-5	382	420	10	430
C	5,000		75	4-5	166	140	35	175
D		311,216		12	1,245	1,367	0	1,367
TOTAL	8,900	311,216	555	4-12	2,267	2,482	47	2,529

OPEN SPACE REQUIREMENT CHART

SITE ACREAGE: 32.43 AC (1,412,650.8 SF)
FORMAL OPEN SPACE ACREAGE REQUIRED PER COF#2572: 3.52 AC
INFORMAL OPEN SPACE REQUIRED PER COF#2572: 1.41 AC

OPEN SPACE PROVIDED

OS LOT #	OPEN SPACE TYPE	AREA OF OPEN SPACE (SF)	HARDSCAPE AREA% REQUIRED	STORMWATER FEATURE INCLUDED?	PROPOSED FEATURES
OS 001	NATURAL AREA	83,977	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY
OS 002	NEIGHBORHOOD AMENITY	23,746	N/A	N	POOL AMENITY
OS 003	POCKET PARK	14,416	N/A	N	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 004	GREENWAY	18,818	N/A	N	MULTI-USE TRAIL EXTENDING TO EXISTING TRAIL SYSTEM
OS 005	PLAZA	16,587	50% - 80%	N	FORMAL GATHERING SPACE WITH SEATING ELEMENTS & HARDSCAPE WITH LIGHTING
OS 006	POCKET PARK	21,753	N/A	Y	ACTIVE PARK WITH SEATING ELEMENTS, FURNISHINGS AND STORMWATER FEATURES
OS 007	PLAZA	11,347	80%	N	FORMAL GATHERING SPACE INCLUDING LANDSCAPE, SEATING, LIGHTING & FURNISHINGS
OS 008	OUTDOOR DINING AREA	2,080	N/A	N	OUTDOOR DINING AREA WITH PLANTING STRIP, DINING TABLE AND CHAIRS
OS 009	SQUARE OR GREEN	79,315	MAX 33%	N	PASSIVE RECREATION AREA WITH SEATING ELEMENTS, INTERNAL SIDEWALKS, AND FURNISHINGS
OS 010	NATURAL AREA	269,126	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY

TOTAL PROVIDED: (FORMAL: 189,372 SF (4.35 AC) & INFORMAL: 353,103 SF (8.11 AC))
REFER TO COF PROJECT #2572 FOR ORIGINAL OPEN SPACE CHARTS

NOTE: EACH OPEN SPACE AREA SHALL BE DESIGNED IN FURTHER DETAIL IN A WAY THAT MEETS OR EXCEEDS THE STANDARDS OF ITS DESIGNATED OPEN SPACE TYPE STATED IN CHAPTER 11 OF THE FRANKLIN ZONING ORDINANCE

NORTH
0 100 200 300 feet
SCALE: 1"=100'

Kimley»Horn
214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
www.Kimley-Horn.com
© 2020 Kimley-Horn and Associates, Inc.

KV+D
KISER VOGRIN DESIGN
9005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Phone: 615.599.0067
www.kiservogrin.com

MICHAEL GARY VOGRIN — REGISTERED — TENNESSEE NO. 1255 — LANDSCAPE ARCHITECT
10-18-2021

DEVELOPMENT PLAN
WEST FRANKLIN PARK
6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 7587
FRANKLIN, WILLIAMSON COUNTY, TN

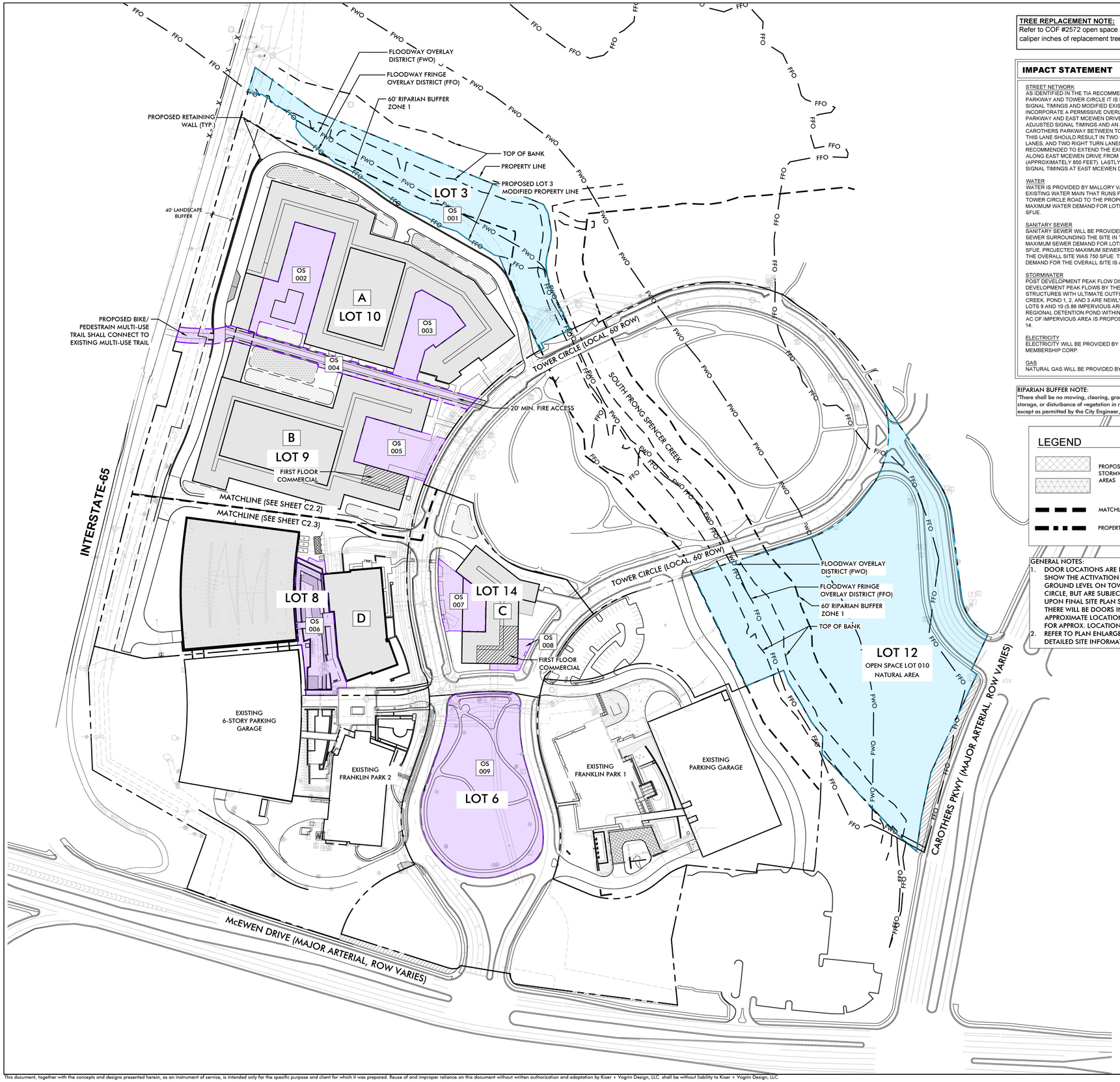
NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	KMR
2	COF INITIAL SUBMITTAL	6/07/21	KMR
3	COF RE-SUBMITTAL	7/01/21	KMR
4	COF ONE STOP	10/04/21	KMR
5	COF ONE STOP	10/18/21	KMR

DESIGNED BY: GMV
DRAWN BY: CDG
CHECKED BY: KMR
DATE: 05/24/2021
KVD PROJECT NO. 20070

DRAWING TITLE:
DEVELOPMENT PLAN W/ AERIAL

SHEET NUMBER
C2.0

Copyright © 2020 By Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kiser + Vogrin Design, LLC. shall be without liability to Kiser + Vogrin Design, LLC.



TREE REPLACEMENT NOTE:
Refer to COF #2572 open space and tree information charts, 392 caliper inches of replacement trees to be included at site plan

IMPACT STATEMENT

STREET NETWORK
AS IDENTIFIED IN THE TIA RECOMMENDED IMPROVEMENTS, AT CAROTHERS PARKWAY AND TOWER CIRCLE IT IS RECOMMENDED TO INCLUDE ADJUSTED SIGNAL TIMINGS AND MODIFIED EXISTING TRAFFIC SIGNAL OPERATION TO INCORPORATE A PERMISSIVE OVERLAP RIGHT-TURN ARROW. AT CAROTHERS PARKWAY AND EAST MCEWEN DRIVE RECOMMENDATIONS INCLUDE ADJUSTED SIGNAL TIMINGS AND AN ADDITIONAL SOUTHBOUND LANE AT CAROTHERS PARKWAY BETWEEN TOWER CIRCLE AND EAST MCEWEN DRIVE. THIS LANE SHOULD RESULT IN TWO LEFT-TURN LANES, THREE THROUGH LANES, AND TWO RIGHT TURN LANES. AT MCEWEN DRIVE AND I-65 IT IS RECOMMENDED TO EXTEND THE EXISTING WESTBOUND RIGHT-TURN LANE ALONG EAST MCEWEN DRIVE FROM 225 FEET OF STORAGE TO FULL STORAGE (APPROXIMATELY 850 FEET). LASTLY, IT HAS BEEN RECOMMENDED TO ADJUST SIGNAL TIMINGS AT EAST MCEWEN DRIVE AND TOWER CIRCLE.

WATER
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT (MVUD) VIA AN EXISTING WATER MAIN THAT RUNS FROM EAST MCEWEN DRIVE ALONG TOWER CIRCLE ROAD TO THE PROPOSED DEVELOPMENT. PROJECTED MAXIMUM WATER DEMAND FOR LOTS 9, 10, AND 14 IS APPROXIMATELY 490 SFUE.

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN VIA EXISTING SEWER SURROUNDING THE SITE IN TOWER CIRCLE ROAD. PROJECTED MAXIMUM SEWER DEMAND FOR LOTS 9, 10, AND 14 IS APPROXIMATELY 441 SFUE. PROJECTED MAXIMUM SEWER DEMAND ORIGINALLY APPROVED FOR THE OVERALL SITE WAS 750 SFUE. THE REVISED PROPOSED MAXIMUM SEWER DEMAND FOR THE OVERALL SITE IS APPROXIMATELY 816 SFUE.

STORMWATER
POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PRE DEVELOPMENT PEAK FLOWS BY THE DETENTION PONDS AND OUTLET STRUCTURES WITH ULTIMATE OUTFLOW INTO SOUTH PRONG SPENCER CREEK. POND 1, 2, AND 3 ARE NEWLY PROPOSED DETENTION PONDS SERVING LOTS 9 AND 10 (5.88 IMPERVIOUS AREA). LOT 14 IS TO BE SERVED BY THE REGIONAL DETENTION POND WITHIN FRANKLIN PARK. APPROXIMATELY 6.56 AC OF IMPERVIOUS AREA IS PROPOSED AT FINAL BUILDOUT OF LOT 9, 10, AND 14.

ELECTRICITY
ELECTRICITY WILL BE PROVIDED BY MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORP.

GAS
NATURAL GAS WILL BE PROVIDED BY ATMOS GAS, IF AVAILABLE.

RIPARIAN BUFFER NOTE:
"There shall be no mowing, clearing, grading, construction, storage, or disturbance of vegetation in riparian buffers except as permitted by the City Engineer, or his designee."

LEGEND

- PROPOSED STORMWATER AREAS
- MATCHLINES
- PROPERTY LINES

GENERAL NOTES:
1. DOOR LOCATIONS ARE INTENDED TO SHOW THE ACTIVATION AT THE GROUND LEVEL ON TOWER PARK CIRCLE, BUT ARE SUBJECT TO CHANGE UPON FINAL SITE PLAN SUBMITTAL. THERE WILL BE DOORS IN THESE APPROXIMATE LOCATIONS. SEE A01-A03 FOR APPROX. LOCATIONS.
2. REFER TO PLAN ENLARGEMENTS FOR DETAILED SITE INFORMATIONS

SITE DATA CHART:

PROJECT NAME: WEST FRANKLIN PARK
COF PROJECT NUMBER: 7587
TAX MAP: 062
GROUP: K & L
PARCEL NUMBERS: 01424, 01427, 01430-1433, 01435
ADDRESS: 6100 & 6700 Tower Circle Franklin, TN 37067
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 9
PUD SITE ACREAGE: 32.43 AC
PUD SITE SQUARE FOOTAGE: 1,412,650.8 SF
VESTING: XXX

REGULATIONS

BASE ZONING: RC12 REGIONAL COMMERCE 12
PROPOSED ZONING: PLANNED (PD 17.11/ 320,116) DISTRICT
OVERLAY ZONING: FFO, FWO
BUILDING TYPES APPLIED: MULTI-FAMILY, COMMERCIAL/ MIXED-USE, LARGE -SCALE OFFICE BUILDING
FRONTAGE TYPES APPLIED: URBAN FRONTAGE
SETBACKS:
- FRONT YARD: 10'
- SIDE YARD: 5'
- REAR YARD: 0'

DWELLING UNIT COUNT, BY TYPE: 555 MULTI-FAMILY UNITS
DWELLING UNIT DENSITY: 17.11 DU/A
COMMERCIAL SF, BY USE: 311,216 SF OFFICE & 8,900 RETAIL
BUILDING HEIGHTS: 4-12 STORIES
MINIMUM LANDSCAPE SURFACE AREA: 0.20 (285,580 SF)
OPEN SPACE SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
NATURAL AREA SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
TREE CANOPY RETENTION ACREAGE: 100% (180,000 SF)
PARKING REQUIRED, BY USE: TOTAL: 2,294 SPACES
- RESIDENTIAL: (1.5/ STUDIO &1 BR, 2.5/ 2 BR & 3/ 3 BR) 1,019 SPACES
- OFFICE: (4/ 1,000 SF) 1,245 SPACES
- RETAIL: (3.33/ 1,000 SF) 30 SPACES

PARKING PROVIDED, BY USE: SEE "WEST FRANKLIN PARK BUILDING DATA" CHART
HISTORIC RESOURCE TREATMENT: NO
ENVISION FRANKLIN DESIGN CONCEPT: REGIONAL COMMERCE

ENVISION FRANKLIN DESCRIPTION: THIS DEVELOPMENT PROVIDES A MIX OF RESIDENTIAL, RETAIL, AND OFFICE USES CONSISTENT WITH ENVISION FRANKLIN.

WEST FRANKLIN PARK BUILDING DATA

BUILDING KEY	RETAIL (SF)	OFFICE (SF)	RESIDENTIAL (DU)	BUILDING STORIES	REQUIRED PARKING (SPACES)	GARAGE PARKING (SPACES)	PARALLEL PARKING (SPACES)	TOTAL PROPOSED PARKING (SPACES)
A			280	4-5	474	555	2	557
B	3,900		200	4-5	382	420	10	430
C	5,000		75	4-5	166	140	35	175
D		311,216		12	1,245	1,367	0	1,367
TOTAL	8,900	311,216	555	4-12	2,267	2,482	47	2,529

OPEN SPACE REQUIREMENT CHART

SITE ACREAGE: 32.43 AC (1,412,650.8 SF)
FORMAL OPEN SPACE ACREAGE REQUIRED PER COF#2572: 3.52 AC
INFORMAL OPEN SPACE REQUIRED PER COF#2572: 1.41 AC

OPEN SPACE PROVIDED

OS LOT #	OPEN SPACE TYPE	AREA OF OPEN SPACE (SF)	HARDSCAPE AREA% REQUIRED	STORMWATER FEATURE INCLUDED?	PROPOSED FEATURES
OS 001	NATURAL AREA	83,977	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY
OS 002	NEIGHBORHOOD AMENITY	23,746	N/A	N	POOL AMENITY
OS 003	POCKET PARK	14,416	N/A	N	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 004	GREENWAY	18,818	N/A	N	MULTI-USE TRAIL EXTENDING TO EXISTING TRAIL SYSTEM
OS 005	PLAZA	16,587	50% - 80%	N	FORMAL GATHERING SPACE WITH SEATING ELEMENTS & HARDSCAPE WITH LIGHTING
OS 006	POCKET PARK	21,753	N/A	Y	ACTIVE PARK WITH SEATING ELEMENTS, FURNISHINGS AND STORMWATER FEATURES
OS 007	PLAZA	11,347	80%	N	FORMAL GATHERING SPACE INCLUDING LANDSCAPE, SEATING, LIGHTING & FURNISHINGS
OS 008	OUTDOOR DINING AREA	2,080	N/A	N	OUTDOOR DINING AREA WITH PLANTING STRIP, DINING TABLE AND CHAIRS
OS 009	SQUARE OR GREEN	79,315	MAX 33%	N	PASSIVE RECREATION AREA WITH SEATING ELEMENTS, INTERNAL SIDEWALKS, AND FURNISHINGS
OS 010	NATURAL AREA	269,126	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY

TOTAL PROVIDED: (FORMAL: 189,372 SF [4.35 AC] & INFORMAL: 353,103 SF [8.11 AC])
REFER TO COF PROJECT #2572 FOR ORIGINAL OPEN SPACE CHARTS

NOTE: EACH OPEN SPACE AREA SHALL BE DESIGNED IN FURTHER DETAIL IN A WAY THAT MEETS OR EXCEEDS THE STANDARDS OF ITS DESIGNATED OPEN SPACE TYPE STATED IN CHAPTER 11 OF THE FRANKLIN ZONING ORDINANCE

NORTH
0 100 200 300 feet
SCALE: 1"=100'

Kimley»Horn
214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
www.kimley-horn.com
© 2020 KIMLEY-HORN AND ASSOCIATES, INC.

KV+D KISER VOGRIN DESIGN
5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.656.4567
www.kiservogrin.com

GARY MICHAEL VOGRIN REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 329 CERTIFICATE
10-18-2021

DEVELOPMENT PLAN
WEST FRANKLIN PARK
6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 7587
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	KMR
2	COF INITIAL SUBMITTAL	6/07/21	KMR
3	COF RE-SUBMITTAL	7/01/21	KMR
4	COF ONE STOP	10/04/21	KMR
5	COF ONE STOP	10/18/21	KMR

DESIGNED BY: GMV
DRAWN BY: CDG
CHECKED BY: KMR
DATE: 05/24/2021

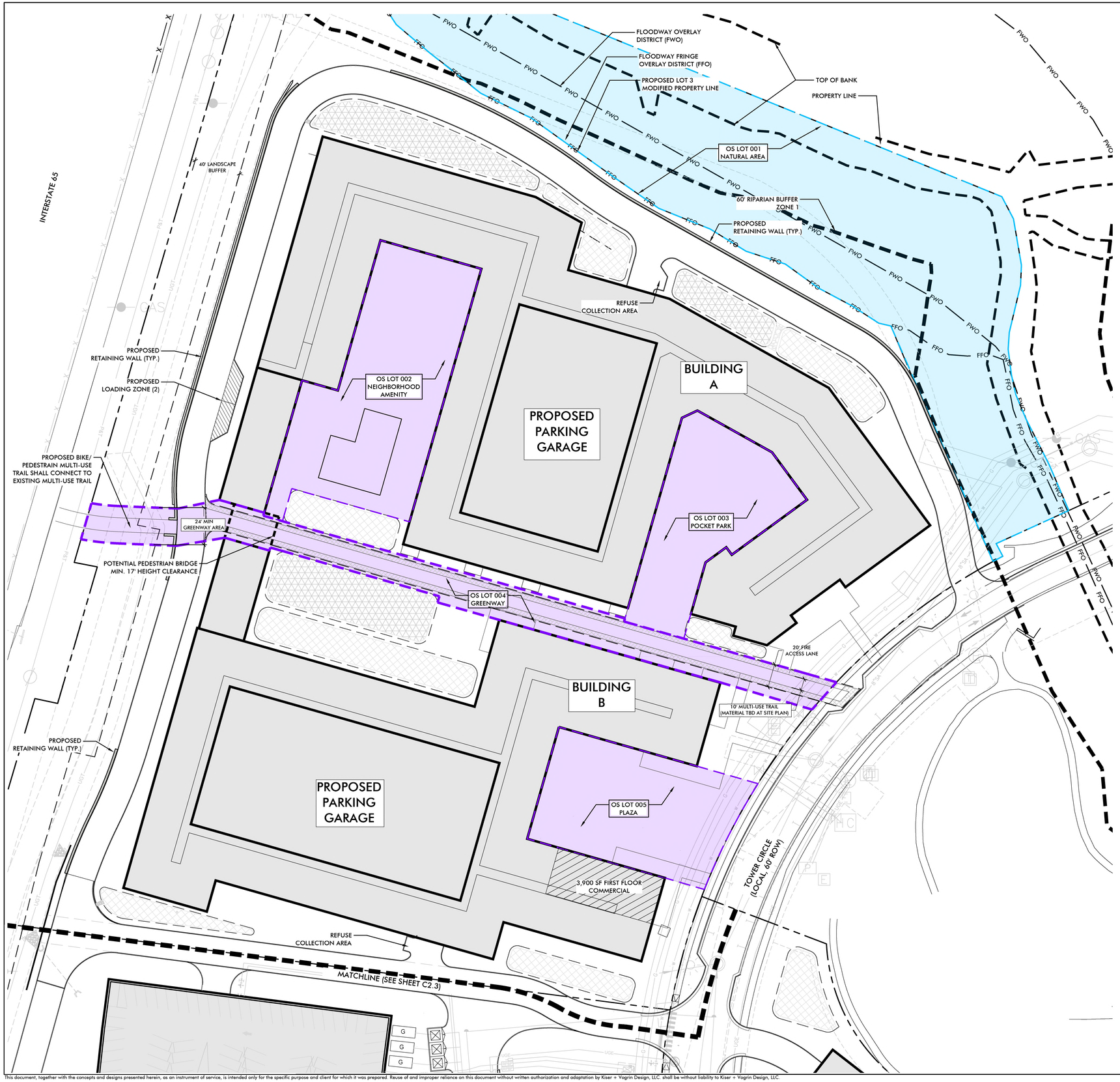
KVD PROJECT NO. 20070

DRAWING TITLE:
DEVELOPMENT PLAN

SHEET NUMBER
C2.1

Copyright © 2020 By Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission.

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



WEST FRANKLIN PARK BUILDING DATA

BUILDING KEY	RETAIL (SF)	OFFICE (SF)	RESIDENTIAL (DU)	BUILDING STORIES	REQUIRED PARKING (SPACES)	GARAGE PARKING (SPACES)	PARALLEL PARKING (SPACES)	TOTAL PROPOSED PARKING (SPACES)
A			280	4-5	474	555	2	557
B	3,900		200	4-5	382	420	10	430
C	5,000		75	4-5	166	140	35	175
D		311,216		12	1,245	1,367	0	1,367
TOTAL	8,900	311,216	555	4-12	2,267	2,482	47	2,529

OPEN SPACE REQUIREMENT CHART

SITE ACREAGE: 32.43 AC (1,412,650.8 SF)
FORMAL OPEN SPACE ACREAGE REQUIRED PER COF#2572: 3.52 AC
INFORMAL OPEN SPACE REQUIRED PER COF#2572: 1.41 AC

OPEN SPACE PROVIDED

OS LOT #	OPEN SPACE TYPE	AREA OF OPEN SPACE (SF)	HARDSCAPE AREA% REQUIRED	STORMWATER FEATURE INCLUDED?	PROPOSED FEATURES
OS 001	NATURAL AREA	83,977	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY
OS 002	NEIGHBORHOOD AMENITY	23,746	N/A	N	POOL AMENITY
OS 003	POCKET PARK	14,416	N/A	N	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 004	GREENWAY	18,818	N/A	N	MULTI-USE TRAIL EXTENDING TO EXISTING TRAIL SYSTEM
OS 005	PLAZA	16,587	50% - 80%	N	FORMAL GATHERING SPACE WITH SEATING ELEMENTS & HARDSCAPE WITH LIGHTING
OS 006	POCKET PARK	21,753	N/A	Y	ACTIVE PARK WITH SEATING ELEMENTS, FURNISHINGS AND STORMWATER FEATURES
OS 007	PLAZA	11,347	80%	N	FORMAL GATHERING SPACE INCLUDING LANDSCAPE, SEATING, LIGHTING & FURNISHINGS
OS 008	OUTDOOR DINING AREA	2,080	N/A	N	OUTDOOR DINING AREA WITH PLANTING STRIP, DINING TABLE AND CHAIRS
OS 009	SQUARE OR GREEN	79,315	MAX 33%	N	PASSIVE RECREATION AREA WITH SEATING ELEMENTS, INTERNAL SIDEWALKS, AND FURNISHINGS
OS 010	NATURAL AREA	269,126	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY

TOTAL PROVIDED: (FORMAL: 189,372 SF [4.35 AC] & INFORMAL: 353,103 SF [8.11 AC])
REFER TO COF PROJECT #2572 FOR ORIGINAL OPEN SPACE CHARTS

NOTE: EACH OPEN SPACE AREA SHALL BE DESIGNED IN FURTHER DETAIL IN A WAY THAT MEETS OR EXCEEDS THE STANDARDS OF ITS DESIGNATED OPEN SPACE TYPE STATED IN CHAPTER 11 OF THE FRANKLIN ZONING ORDINANCE

LEGEND

- PROPOSED STORMWATER AREAS
- MATCHLINES
- PROPERTY LINES

GENERAL NOTES:
1. DOOR LOCATIONS ARE INTENDED TO SHOW THE ACTIVATION AT THE GROUND LEVEL ON TOWER PARK CIRCLE, BUT ARE SUBJECT TO CHANGE UPON FINAL SITE PLAN SUBMITTAL. THERE WILL BE DOORS IN THESE APPROXIMATE LOCATIONS. SEE A01-A03 FOR APPROX. LOCATIONS.
2. REFER TO PLAN ENLARGEMENTS FOR DETAILED SITE INFORMATIONS

Kimley»Horn
214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
www.kimley-horn.com
©2020 Kimley-Horn and Associates, Inc.

KV+D KISER VOGRIN DESIGN
5005 Meridian Blvd Ste. 100
Franklin, TN 37067
Main: 615.708.0567
www.kiservogrin.com

GARY MICHAEL VOGRIN REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 251
10-18-2021

DEVELOPMENT PLAN
WEST FRANKLIN PARK
6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT #7587
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	KMR
2	COF INITIAL SUBMITTAL	6/07/21	KMR
3	COF RE-SUBMITTAL	7/01/21	KMR
4	COF ONE STOP	10/04/21	KMR
5	COF ONE STOP	10/18/21	KMR

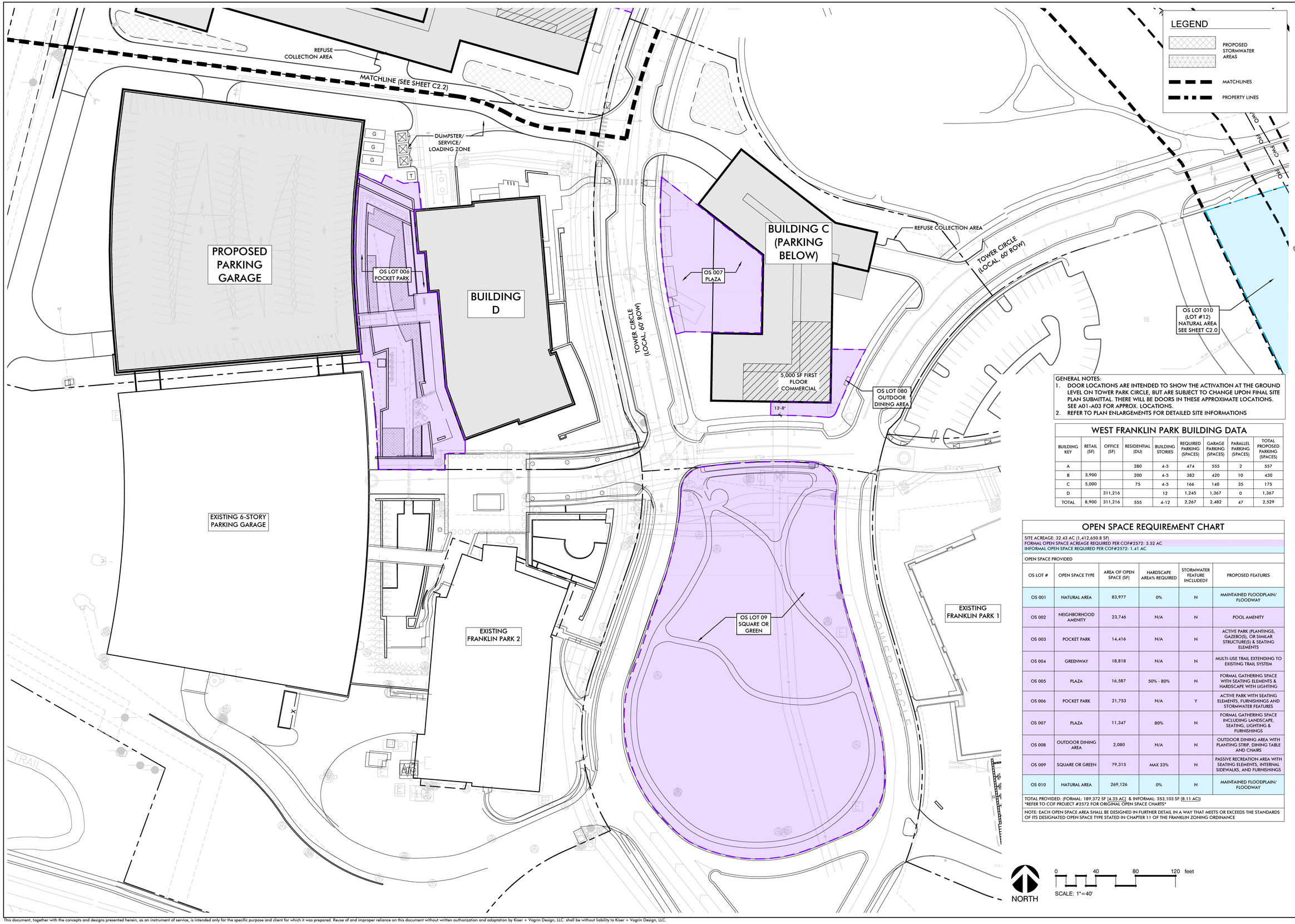
DESIGNED BY: GMV
DRAWN BY: CDG
CHECKED BY: KMR
DATE: 05/24/2021
KVD PROJECT NO. 20070

DRAWING TITLE:
ENLARGED DEVELOPMENT PLAN

SHEET NUMBER
C2.2

Copyright © 2020 By Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission.

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



GENERAL NOTES:
1. DOOR LOCATIONS ARE INTENDED TO SHOW THE ACTIVATION AT THE GROUND LEVEL ON TOWER PARK CIRCLE, BUT ARE SUBJECT TO CHANGE UPON FINAL SITE PLAN SUBMITTAL. THERE WILL BE DOORS IN THESE APPROXIMATE LOCATIONS. SEE A01-A03 FOR APPROX. LOCATIONS.
2. REFER TO PLAN ENLARGEMENTS FOR DETAILED SITE INFORMATIONS

WEST FRANKLIN PARK BUILDING DATA

BUILDING KEY	RETAIL (SF)	OFFICE (SF)	RESIDENTIAL (DU)	BUILDING STORIES	REQUIRED PARKING (SPACES)	GARAGE PARKING (SPACES)	PARALLEL PARKING (SPACES)	TOTAL PROPOSED PARKING (SPACES)
A			280	4-5	474	555	2	557
B	3,900		200	4-5	382	420	10	430
C	5,000		75	4-5	166	140	35	175
D		311,216		12	1,245	1,367	0	1,367
TOTAL	8,900	311,216	555	4-12	2,267	2,482	47	2,529

OPEN SPACE REQUIREMENT CHART

SITE ACREAGE: 32.43 AC (1,412,650.8 SF)
FORMAL OPEN SPACE ACREAGE REQUIRED PER COF#2572: 3.52 AC
INFORMAL OPEN SPACE REQUIRED PER COF#2572: 1.41 AC

OPEN SPACE PROVIDED

OS LOT #	OPEN SPACE TYPE	AREA OF OPEN SPACE (SF)	HARDSCAPE AREA% REQUIRED	STORMWATER FEATURE INCLUDED?	PROPOSED FEATURES
OS 001	NATURAL AREA	83,977	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY
OS 002	NEIGHBORHOOD AMENITY	23,746	N/A	N	POOL AMENITY
OS 003	POCKET PARK	14,416	N/A	N	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 004	GREENWAY	18,818	N/A	N	MULTI-USE TRAIL EXTENDING TO EXISTING TRAIL SYSTEM
OS 005	PLAZA	16,587	50% - 80%	N	FORMAL GATHERING SPACE WITH SEATING ELEMENTS & HARDSCAPE WITH LIGHTING
OS 006	POCKET PARK	21,753	N/A	Y	ACTIVE PARK WITH SEATING ELEMENTS, FURNISHINGS AND STORMWATER FEATURES
OS 007	PLAZA	11,347	80%	N	FORMAL GATHERING SPACE INCLUDING LANDSCAPE, SEATING, LIGHTING & FURNISHINGS
OS 008	OUTDOOR DINING AREA	2,080	N/A	N	OUTDOOR DINING AREA WITH PLANTING STRIP, DINING TABLE AND CHAIRS
OS 009	SQUARE OR GREEN	79,315	MAX 33%	N	PASSIVE RECREATION AREA WITH SEATING ELEMENTS, INTERNAL SIDEWALKS, AND FURNISHINGS
OS 010	NATURAL AREA	269,126	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY

TOTAL PROVIDED: (FORMAL: 189,372 SF (4.35 AC) & INFORMAL: 353,103 SF (8.11 AC))
REFER TO COF PROJECT #2572 FOR ORIGINAL OPEN SPACE CHARTS

NOTE: EACH OPEN SPACE AREA SHALL BE DESIGNED IN FURTHER DETAIL IN A WAY THAT MEETS OR EXCEEDS THE STANDARDS OF ITS DESIGNATED OPEN SPACE TYPE STATED IN CHAPTER 11 OF THE FRANKLIN ZONING ORDINANCE

Kimley»Horn
214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
@2020 Kimley-Horn and Associates, Inc.

KV+D
KISER VOGRIN DESIGN
5005 Meridian Blvd Ste. 100
Franklin, TN 37067
Main: 615.708.0567
www.kiservogrin.com

GARY MICHAEL VOGRIN REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 1293
10-18-2021

DEVELOPMENT PLAN
WEST FRANKLIN PARK
6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 7587
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	KMR
2	COF INITIAL SUBMITTAL	6/07/21	KMR
3	COF RE-SUBMITTAL	7/01/21	KMR
4	COF ONE STOP	10/04/21	KMR
5	COF ONE STOP	10/18/21	KMR

DESIGNED BY: GMV
DRAWN BY: CDG
CHECKED BY: KMR
DATE: 05/24/2021

KVD PROJECT NO. 20070

DRAWING TITLE:
ENLARGED DEVELOPMENT PLAN

SHEET NUMBER
C2.3

Copyright © 2020 by Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission.

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

COF GRADING & DRAINAGE GENERAL NOTES

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

SITE AREA TABLE

LOT 9, 10, & 14 TOTAL SITE AREA =	13.58 ACRES
LOT 9, 10, & 14 IMPERVIOUS AREA =	6.12 ACRES
LOT 9 AREA =	5.24 ACRES
LOT 10 AREA =	5.76 ACRES
LOT 14 AREA =	2.58 ACRES
LOT 3 AREA =	1.90 ACRES
LOT 6 AREA =	5.97 ACRES
LOT 8 AREA =	4.99 ACRES
LOT 10 AREA =	5.76 ACRES
LOT 12 AREA =	6.34 ACRES
TOTAL AREA =	32.78 ACRES

SITE LEGEND

- PROPOSED SANITARY SEWER PIPE
- PROPOSED WATER MAIN
- PROPOSED STORM PIPE
- EXISTING SANITARY SEWER PIPE
- PROPOSED RECLAIMED WATER MAIN
- EXISTING WATER MAIN
- EXISTING OVERHEAD ELECTRIC
- EXISTING STORM PIPE
- LIMITS OF DISTURBANCE
- FIRE HYDRANT
- SANITARY SWER MANHOLE
- DETENTION
- BIORETENTION

STORMWATER MANAGEMENT PLAN

ON-SITE STORMWATER WILL BE DIRECTED AWAY FROM PROPOSED BUILDINGS VIA POSITIVE DRAINAGE AND WILL SHEET FLOW INTO A CLOSED STORM SYSTEM AND TOWARDS THE BIORETENTION AREAS. STORMWATER RUNOFF WILL FLOW INTO PROPOSED BIORETENTION AREA FOR INFILTRATION AND TREATMENT. OFF-SITE STORMWATER WILL BE DIVERTED AWAY FROM ANY PROPOSED STORMWATER TREATMENT AREAS. THE PROPOSED BIORETENTION AREAS WILL TREAT STORMWATER RUNOFF BEFORE IT EITHER INFILTRATES INTO THE SOIL OR DISCHARGES VIA AN OVERFLOW BERM/STORM STRUCTURES TO THE PROPOSED DETENTION BASIN.

RUNOFF THAT EXCEEDS THE FIRST INCH OF RAINFALL WILL BE ROUTED VIA OVERFLOW BERM OR STORM STRUCTURE TO A DETENTION POND. AN OUTLET CONTROL STRUCTURE WILL LIMIT DISCHARGE FLOW RATE OF THE SITE UP TO THE 100-YEAR DESIGN STORM.

RIPARIAN BUFFER NOTE

THERE SHALL BE NO MOWING, CLEARING, GRADING, CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION IN RIPARIAN BUFFERS EXCEPT AS PERMITTED BY THE CITY ENGINEER, OR HIS DESIGNEE.

Kimley»Horn
214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
www.kimley-horn.com
@2021 Kimley-Horn and Associates, Inc.

KV+D KISER VOGRIN DESIGN
5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.708.0567
www.kiservogrin.com

MARY McGOWAN — REGISTERED LANDSCAPE ARCHITECT — STATE OF TENNESSEE — No. 1213 — AGRICULTURE — 10/18/2021

DEVELOPMENT PLAN
WEST FRANKLIN PARK
6100, 6700 TOWER CIRCLE
FRANKLIN PROJECT #7587
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	LJA
2	COF INITIAL SUBMITTAL	6/07/21	LJA
3	COF RE-SUBMITTAL	7/01/21	LJA
4	COF ONE STOP	10/04/21	LJA
5	COF ONE STOP	10/18/21	LJA

DESIGNED BY:	LJA
DRAWN BY:	LJA
CHECKED BY:	MMC
DATE:	10/18/2021

KHA PROJECT NO. 019418016

DRAWING TITLE:
OVERALL GRADING AND DRAINAGE PLAN

SHEET NUMBER
C3.0

Copyright © 2020 By Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission.

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

COF GRADING & DRAINAGE GENERAL NOTES

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

SITE AREA TABLE

LOT 9, 10, & 14 TOTAL SITE AREA =	13.58 ACRES
LOT 9, 10, & 14 IMPERVIOUS AREA =	6.12 ACRES
LOT 9 AREA =	5.24 ACRES
LOT 10 AREA =	5.76 ACRES
LOT 14 AREA =	2.58 ACRES
LOT 3 AREA =	1.90 ACRES
LOT 6 AREA =	5.97 ACRES
LOT 8 AREA =	4.99 ACRES
LOT 10 AREA =	5.76 ACRES
LOT 12 AREA =	6.34 ACRES
TOTAL AREA =	32.78 ACRES

SITE LEGEND

- PROPOSED SANITARY SEWER PIPE
- PROPOSED WATER MAIN
- PROPOSED STORM PIPE
- EXISTING SANITARY SEWER PIPE
- PROPOSED RECLAIMED WATER MAIN
- EXISTING WATER MAIN
- EXISTING OVERHEAD ELECTRIC
- EXISTING STORM PIPE
- LIMITS OF DISTURBANCE
- FIRE HYDRANT
- SANITARY SWER MANHOLE
- DETENTION
- BIORETENTION

STORMWATER MANAGEMENT PLAN

ON-SITE STORMWATER WILL BE DIRECTED AWAY FROM PROPOSED BUILDINGS VIA POSITIVE DRAINAGE AND WILL SHEET FLOW INTO A CLOSED STORM SYSTEM AND TOWARDS THE BIORETENTION AREAS. STORMWATER RUNOFF WILL FLOW INTO PROPOSED BIORETENTION AREA FOR INFILTRATION AND TREATMENT. OFF-SITE STORMWATER WILL BE DIVERTED AWAY FROM ANY PROPOSED STORMWATER TREATMENT AREAS. THE PROPOSED BIORETENTION AREAS WILL TREAT STORMWATER RUNOFF BEFORE IT EITHER INFILTRATES INTO THE SOIL OR DISCHARGES VIA AN OVERFLOW BERM/STORM STRUCTURES TO THE PROPOSED DETENTION BASIN.

RUNOFF THAT EXCEEDS THE FIRST INCH OF RAINFALL WILL BE ROUTED VIA OVERFLOW BERM OR STORM STRUCTURE TO A DETENTION POND. AN OUTLET CONTROL STRUCTURE WILL LIMIT DISCHARGE FLOW RATE OF THE SITE UP TO THE 100-YEAR DESIGN STORM.

RIPARIAN BUFFER NOTE

THERE SHALL BE NO MOWING, CLEARING, GRADING, CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION IN RIPARIAN BUFFERS EXCEPT AS PERMITTED BY THE CITY ENGINEER, OR HIS DESIGNEE.

GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

Kimley»Horn
214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
Fax: 615.564.2711
@2021 Kimley-Horn and Associates, Inc.

KV+D KISER VOGRIN DESIGN
5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.708.0567
www.kiservogrin.com

MARY McGOWAN
LICENSED
PROFESSIONAL
ENGINEER
AGRICULTURE
12139
STATE OF TENNESSEE
10/18/2021

DEVELOPMENT PLAN
WEST FRANKLIN PARK
6100, 6700 TOWER CIRCLE
FRANKLIN PROJECT #7587
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	LJA
2	COF INITIAL SUBMITTAL	6/07/21	LJA
3	COF RE-SUBMITTAL	7/01/21	LJA
4	COF ONE STOP	10/04/21	LJA
5	COF ONE STOP	10/18/21	LJA

DESIGNED BY: LJA
DRAWN BY: LJA
CHECKED BY: MMC
DATE: 10/18/2021

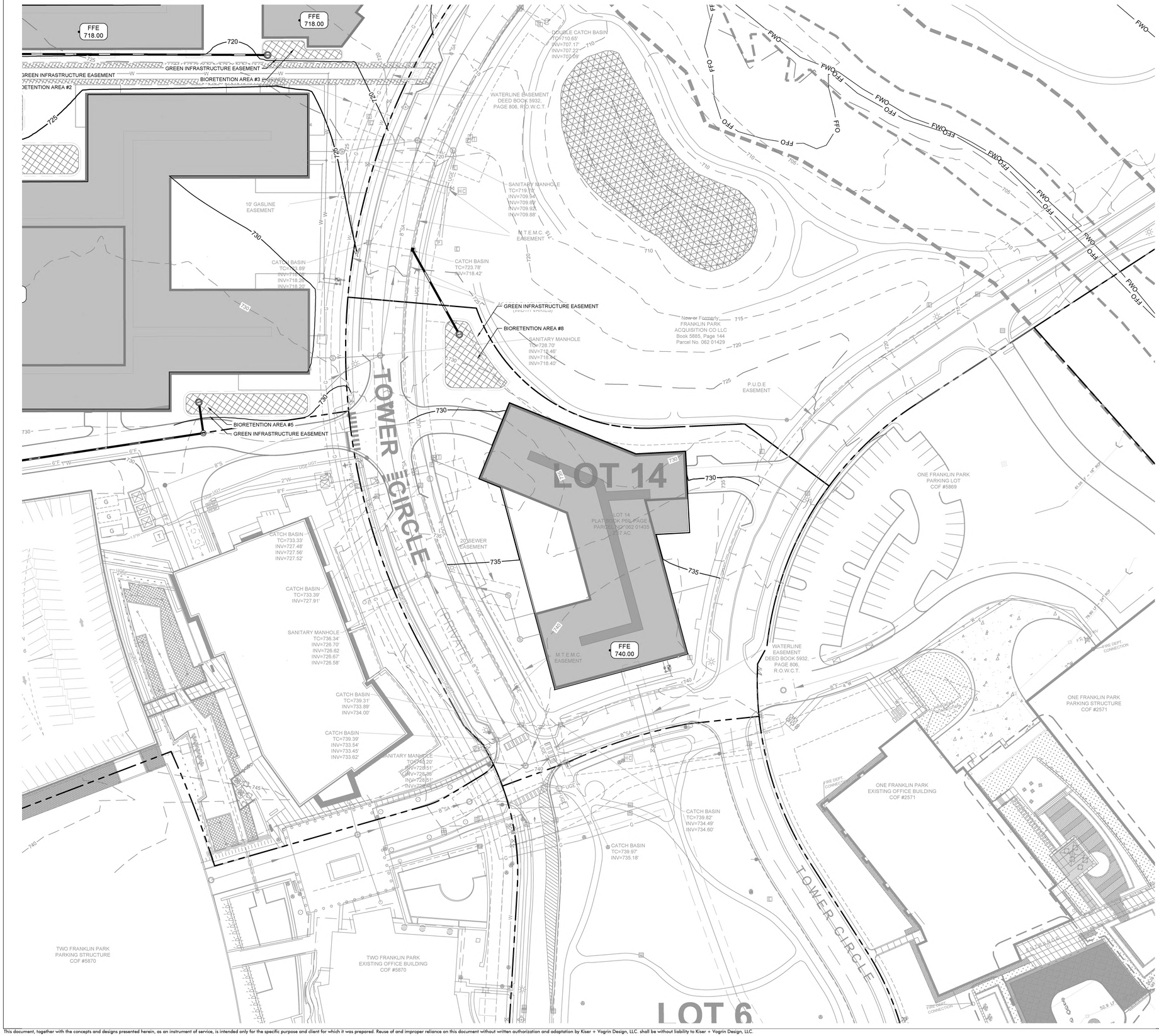
KHA PROJECT NO.
019418016

DRAWING TITLE:
ENLARGED GRADING AND DRAINAGE PLAN

SHEET NUMBER
C3.1

Copyright © 2020 By Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission.

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



COF GRADING & DRAINAGE GENERAL NOTES

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

SITE AREA TABLE

LOT 9, 10, & 14 TOTAL SITE AREA =	13.58 ACRES
LOT 9, 10, & 14 IMPERVIOUS AREA =	6.12 ACRES
LOT 9 AREA =	5.24 ACRES
LOT 10 AREA =	5.76 ACRES
LOT 14 AREA =	2.58 ACRES
LOT 3 AREA =	1.90 ACRES
LOT 6 AREA =	5.97 ACRES
LOT 8 AREA =	4.99 ACRES
LOT 10 AREA =	5.76 ACRES
LOT 12 AREA =	6.34 ACRES
TOTAL AREA =	32.78 ACRES

SITE LEGEND

- PROPOSED SANITARY SEWER PIPE
- PROPOSED WATER MAIN
- PROPOSED STORM PIPE
- EXISTING SANITARY SEWER PIPE
- PROPOSED RECLAIMED WATER MAIN
- EXISTING WATER MAIN
- EXISTING OVERHEAD ELECTRIC
- EXISTING STORM PIPE
- LIMITS OF DISTURBANCE
- FIRE HYDRANT
- SANITARY SWER MANHOLE
- DETENTION
- BIORETENTION

STORMWATER MANAGEMENT PLAN

ON-SITE STORMWATER WILL BE DIRECTED AWAY FROM PROPOSED BUILDINGS VIA POSITIVE DRAINAGE AND WILL SHEET FLOW INTO A CLOSED STORM SYSTEM AND TOWARDS THE BIORETENTION AREAS. STORMWATER RUNOFF WILL FLOW INTO PROPOSED BIORETENTION AREA FOR INFILTRATION AND TREATMENT. OFF-SITE STORMWATER WILL BE DIVERTED AWAY FROM ANY PROPOSED STORMWATER TREATMENT AREAS. THE PROPOSED BIORETENTION AREAS WILL TREAT STORMWATER RUNOFF BEFORE IT EITHER INFILTRATES INTO THE SOIL OR DISCHARGES VIA AN OVERFLOW BERM/STORM STRUCTURES TO THE PROPOSED DETENTION BASIN.

RUNOFF THAT EXCEEDS THE FIRST INCH OF RAINFALL WILL BE ROUTED VIA OVERFLOW BERM OR STORM STRUCTURE TO A DETENTION POND. AN OUTLET CONTROL STRUCTURE WILL LIMIT DISCHARGE FLOW RATE OF THE SITE UP TO THE 100-YEAR DESIGN STORM.

RIPARIAN BUFFER NOTE

THERE SHALL BE NO MOWING, CLEARING, GRADING, CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION IN RIPARIAN BUFFERS EXCEPT AS PERMITTED BY THE CITY ENGINEER, OR HIS DESIGNEE.

Kimley»Horn
214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
Fax: 615.564.2701
KV+D KISER VOGRIN DESIGN
5905 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.708.0567
www.kiservogrin.com

MARY McGOWAN — REGISTERED ENGINEER — AGRICULTURE — No. 121139 — STATE OF TENNESSEE — 10/18/2021

DEVELOPMENT PLAN
WEST FRANKLIN PARK
6100, 6700 TOWER CIRCLE
FRANKLIN PROJECT #7587
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	LJA
2	COF INITIAL SUBMITTAL	6/07/21	LJA
3	COF RE-SUBMITTAL	7/01/21	LJA
4	COF ONE STOP	10/04/21	LJA
5	COF ONE STOP	10/18/21	LJA

DESIGNED BY: LJA
DRAWN BY: LJA
CHECKED BY: MMC
DATE: 10/18/2021

KHA PROJECT NO. 019418016

DRAWING TITLE:
ENLARGE GRADING AND DRAINAGE PLAN

SHEET NUMBER
C3.2

Copyright © 2020 By Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission.
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kiser + Vogrin Design, LLC. shall be without liability to Kiser + Vogrin Design, LLC.

ROW & ACCESS GENERAL NOTES

1. PRIOR TO BEGINNING ANY CONSTRUCTION, THE DEVELOPER AND/OR CONTRACTOR, SHALL OBTAIN ALL NECESSARY PERMITS AS REQUIRED BY LAW. SUCH PERMITS MAY INCLUDE, BUT ARE NOT LIMITED TO, THOSE REQUIRED BY STATE OF TENNESSEE, WILLIAMSON COUNTY AND OTHER CITY OF FRANKLIN AGENCIES.
2. ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OFWAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ONSITE DURING CONSTRUCTION.
3. CONSTRUCTION MATERIALS SHALL BE FULLY TESTED IN ACCORDANCE WITH THE DESIGNATIONS AND REQUIREMENTS WITHIN THE REFERENCED "TDOT STANDARD SPECIFICATIONS" SECTIONS, UNLESS OTHERWISE NOTED WITHIN THE "STANDARD SPECIFICATIONS" SECTION OF THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.
4. AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL MAKE A FINAL INSPECTION OF THE PROJECT AFTER COMPLETION TO DETERMINE ACCEPTABILITY OF THE WORK AND FOR RELEASE OF PERFORMANCE BONDS IF REQUIRED. BEFORE THIS FINAL INSPECTION CAN BE MADE, THE ENGINEER RESPONSIBLE FOR THE PROJECT SHALL CERTIFY IN WRITING TO THE CITY ENGINEER THAT THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.
5. LOCATING AND COORDINATION FOR THE RELOCATION OF EXISTING UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR. TENNESSEE'S ONE-CALL AND THE CITY OF FRANKLIN UTILITY LOCATION SERVICE SHALL BE UTILIZED IN ADDITION TO COORDINATION WITH LOCAL UTILITY OWNERS. THE CONTRACTOR SHALL AT ALL TIMES PROTECT EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR COSTS DUE TO DAMAGE CAUSED TO ANY UTILITY LINES.
6. ALL TEMPORARY STRIPING SHALL CONFORM TO "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," PUBLISHED BY TDOT, THE LATEST REVISION EXCEPT AS HEREIN AMENDED. WHEN APPROVED, TEMPORARY STRIPING SHALL BE REQUIRED PRIOR TO THE OPENING OF A STREET FOR TRAVEL WHERE PAVEMENT AND/OR PERMANENT STRIPING CANNOT BE COMPLETED DUE TO WEATHER AND/OR TIME CONSTRAINTS.
7. THERMOPLASTIC PAVEMENT MARKINGS SHOULD BE USED ON ALL PUBLIC AND PRIVATE CITY STREET PROJECTS. THERMOPLASTIC TRAFFIC STRIPING AND PAVEMENT MARKINGS SHALL CONFORM TO SECTION 716.03 "THERMOPLASTIC PAVEMENT MARKINGS", OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS (TDOT), AND TO THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.

SITE LEGEND

SS (S)	PROPOSED SANITARY SEWER PIPE
W	PROPOSED WATER MAIN
ST	PROPOSED STORM PIPE
SS	EXISTING SANITARY SEWER PIPE
W	EXISTING WATER MAIN
G	EXISTING GAS MAIN
ST	EXISTING STORM PIPE
LOD	LIMITS OF DISTURBANCE
FH	FIRE HYDRANT

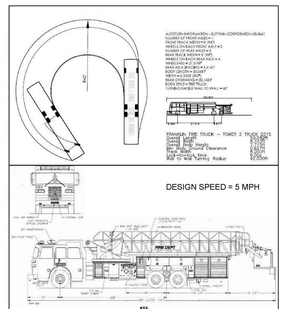
IMPACT STATEMENT

ACCESS TO THE MULTIFAMILY PORTION (LOT 9 & 10) OF THE DEVELOPMENT WILL BE PROVIDED VIA PRIVATE ROAD WITH TWO CONNECTIONS DIRECTLY FROM TOWER CIRCLE ROAD. THE CONDO/RETAIL PORTION (LOT 14) OF THIS SITE WILL BE ACCESSED VIA PRIVATE ROAD WITH TWO CONNECTION DIRECTLY FROM TOWER CIRCLE ROAD.

OFFSITE IMPROVEMENTS ARE TO BE MADE PER RECOMMENDATIONS FROM THE TRAFFIC IMPACT ANALYSIS PREPARED BY KIMLEY HORN FOR THIS SITE AND DISCUSSIONS WITH CITY OF FRANKLIN OFFICIALS.

FIRE LANE STRIPPING

FIRE LANES SHALL BE MARKED WITH SIGNS ADJACENT TO THE CURB AND PAVEMENT MARKINGS READING "FIRE LANE - NO PARKING" VISIBLE FROM THE NORMAL LANE OF TRAFFIC AND PAINTED YELLOW OR WHITE AS APPROVED BY THE FIRE MARSHAL. A MAXIMUM OF 50-FEET ALTERNATING BETWEEN SIGNS AND PAVEMENT MARKINGS SHALL BE REQUIRED ALONG THE ENTIRE LENGTH OF THE FIRE LANE. PLACEMENT SUBJECT TO APPROVAL BY THE FIRE MARSHAL. SIZE OF LETTERING ON PAVEMENT SHALL BE 18-INCHES HIGH WITH A 3-INCH BRUSH STROKE.



TOWER 2
AUTOTURN TRUCK

CITY OF FRANKLIN ENGINEERING
109 THIRD AVE SOUTH
FRANKLIN, TN 37064

KEYNOTE LEGEND

A	PROPOSED FIRE HYDRANT ASSEMBLY
B	EXISTING FIRE HYDRANT ASSEMBLY
C	FIRE LANE STRIPING
D	FIRE DEPARTMENT CONNECTION (TYP.)
E	FRANKLIN T-2 SUTPHEN FIRE TRUCK

FDC LOCATIONS NOTE

FINAL FDC LOCATIONS WILL BE PROVIDED AT SITE PLAN. BUILDINGS WILL BE BUILT TO CITY OF FRANKLIN / IBC STANDARDS.

GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

Kimley»Horn
214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
Fax: 615.564.2701
Main: 615.708.0567
www.kimley-horn.com
©2021 Kimley-Horn and Associates, Inc.

KV+D KISER VOGRIN DESIGN
5905 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.708.0567
www.kiservogrin.com

MARY McGOWEN — REGISTERED LANDSCAPE ARCHITECT — STATE OF TENNESSEE — No. 2139 — AGRICULTURE — 10/18/2021

DEVELOPMENT PLAN
WESTHAVEN PARK
6100, 6700 TOWER CIRCLE
FRANKLIN PROJECT #7587
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	LJA
2	COF INITIAL SUBMITTAL	6/07/21	LJA
3	COF RE-SUBMITTAL	7/01/21	LJA
4	COF ONE STOP	10/04/21	LJA
5	COF ONE STOP	10/18/21	LJA

DESIGNED BY:	LJA
DRAWN BY:	LJA
CHECKED BY:	MMC
DATE:	10/18/2021

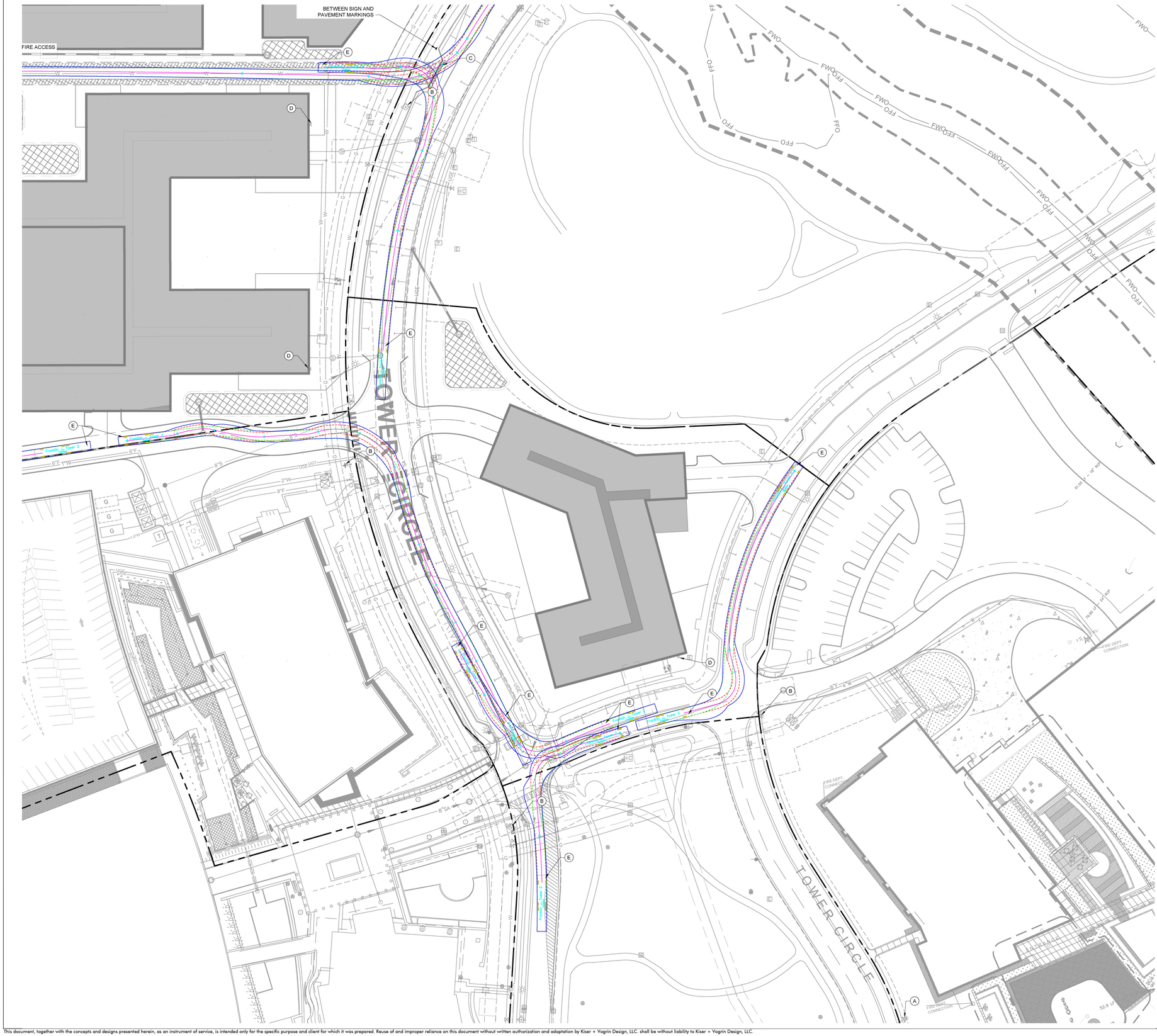
KHA PROJECT NO.
019418016

DRAWING TITLE:
ENLARGED ROW & ACCESS PLAN

SHEET NUMBER
C4.1

Copyright © 2020 By Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission.

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



ROW & ACCESS GENERAL NOTES

1. PRIOR TO BEGINNING ANY CONSTRUCTION, THE DEVELOPER AND/OR CONTRACTOR, SHALL OBTAIN ALL NECESSARY PERMITS AS REQUIRED BY LAW. SUCH PERMITS MAY INCLUDE, BUT ARE NOT LIMITED TO, THOSE REQUIRED BY STATE OF TENNESSEE, WILLIAMSON COUNTY AND OTHER CITY OF FRANKLIN AGENCIES.
2. ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OFWAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ONSITE DURING CONSTRUCTION.
3. CONSTRUCTION MATERIALS SHALL BE FULLY TESTED IN ACCORDANCE WITH THE DESIGNATIONS AND REQUIREMENTS WITHIN THE REFERENCED "TDOT STANDARD SPECIFICATIONS" SECTIONS, UNLESS OTHERWISE NOTED WITHIN THE "STANDARD SPECIFICATIONS" SECTION OF THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.
4. AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL MAKE A FINAL INSPECTION OF THE PROJECT AFTER COMPLETION TO DETERMINE ACCEPTABILITY OF THE WORK AND FOR RELEASE OF PERFORMANCE BONDS IF REQUIRED. BEFORE THIS FINAL INSPECTION CAN BE MADE, THE ENGINEER RESPONSIBLE FOR THE PROJECT SHALL CERTIFY IN WRITING TO THE CITY ENGINEER THAT THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.
5. LOCATING AND COORDINATION FOR THE RELOCATION OF EXISTING UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR. TENNESSEE'S ONE-CALL AND THE CITY OF FRANKLIN UTILITY LOCATION SERVICE SHALL BE UTILIZED IN ADDITION TO COORDINATION WITH LOCAL UTILITY OWNERS. THE CONTRACTOR SHALL AT ALL TIMES PROTECT EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR COSTS DUE TO DAMAGE CAUSED TO ANY UTILITY LINES.
6. ALL TEMPORARY STRIPING SHALL CONFORM TO "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," PUBLISHED BY TDOT, THE LATEST REVISION EXCEPT AS HEREIN AMENDED. WHEN APPROVED, TEMPORARY STRIPING SHALL BE REQUIRED PRIOR TO THE OPENING OF A STREET FOR TRAVEL WHERE PAVEMENT AND/OR PERMANENT STRIPING CANNOT BE COMPLETED DUE TO WEATHER AND/OR TIME CONSTRAINTS.
7. THERMOPLASTIC PAVEMENT MARKINGS SHOULD BE USED ON ALL PUBLIC AND PRIVATE CITY STREET PROJECTS. THERMOPLASTIC TRAFFIC STRIPING AND PAVEMENT MARKINGS SHALL CONFORM TO SECTION 716.03 "THERMOPLASTIC PAVEMENT MARKINGS", OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS (TDOT), AND TO THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.

SITE LEGEND

SS (E)	PROPOSED SANITARY SEWER PIPE
W	PROPOSED WATER MAIN
	PROPOSED STORM PIPE
SS	EXISTING SANITARY SEWER PIPE
W	EXISTING WATER MAIN
G	EXISTING GAS MAIN
ST	EXISTING STORM PIPE
LOD	LIMITS OF DISTURBANCE
FH	FIRE HYDRANT

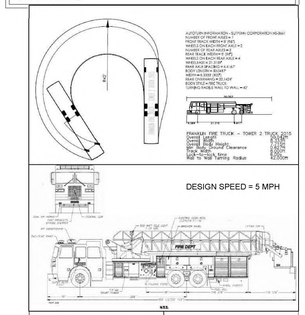
IMPACT STATEMENT

ACCESS TO THE MULTIFAMILY PORTION (LOT 9 & 10) OF THE DEVELOPMENT WILL BE PROVIDED VIA PRIVATE ROAD WITH TWO CONNECTIONS DIRECTLY FROM TOWER CIRCLE ROAD. THE CONDO/RETAIL PORTION (LOT 14) OF THIS SITE WILL BE ACCESSED VIA PRIVATE ROAD WITH TWO CONNECTION DIRECTLY FROM TOWER CIRCLE ROAD.

OFFSITE IMPROVEMENTS ARE TO BE MADE PER RECOMMENDATIONS FROM THE TRAFFIC IMPACT ANALYSIS PREPARED BY KIMLEY HORN FOR THIS SITE AND DISCUSSIONS WITH CITY OF FRANKLIN OFFICIALS.

FIRE LANE STRIPPING

FIRE LANES SHALL BE MARKED WITH SIGNS ADJACENT TO THE CURB AND PAVEMENT MARKINGS READING "FIRE LANE - NO PARKING" VISIBLE FROM THE NORMAL LANE OF TRAFFIC AND PAINTED YELLOW OR WHITE AS APPROVED BY THE FIRE MARSHAL. A MAXIMUM OF 50-FEET ALTERNATING BETWEEN SIGNS AND PAVEMENT MARKINGS SHALL BE REQUIRED ALONG THE ENTIRE LENGTH OF THE FIRE LANE. PLACEMENT SUBJECT TO APPROVAL BY THE FIRE MARSHAL. SIZE OF LETTERING ON PAVEMENT SHALL BE 18-INCHES HIGH WITH A 3-INCH BRUSH STROKE.



TOWER 2
AUTOTURN TRUCK

CITY OF FRANKLIN ENGINEERING
109 THIRD AVE SOUTH
FRANKLIN, TN 37064

KEYNOTE LEGEND

(A)	PROPOSED FIRE HYDRANT ASSEMBLY
(B)	EXISTING FIRE HYDRANT ASSEMBLY
(C)	FIRE LANE STRIPING
(D)	FIRE DEPARTMENT CONNECTION (TYP.)
(E)	FRANKLIN T-2 SUTPHEN FIRE TRUCK

FDC LOCATIONS NOTE

FINAL FDC LOCATIONS WILL BE PROVIDED AT SITE PLAN. BUILDINGS WILL BE BUILT TO CITY OF FRANKLIN / IBC STANDARDS.

GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

Kimley»Horn
214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
www.kimley-horn.com
©2021 Kimley-Horn and Associates, Inc.

KV+D KISER VOGRIN DESIGN
5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.708.0567
www.kiservogrin.com

MARY McGOWEN
REGISTERED ENGINEER
AGRICULTURE
No. 121239
STATE OF TENNESSEE
10/18/2021

DEVELOPMENT PLAN
WEST FRANKLIN PARK
6100, 6700 TOWER CIRCLE
FRANKLIN PROJECT #7587
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	LJA
2	COF INITIAL SUBMITTAL	6/07/21	LJA
3	COF RE-SUBMITTAL	7/01/21	LJA
4	COF ONE STOP	10/04/21	LJA
5	COF ONE STOP	10/18/21	LJA

DESIGNED BY: LJA
DRAWN BY: LJA
CHECKED BY: MMC
DATE: 10/18/2021

KHA PROJECT NO.
019418016

DRAWING TITLE:
ENLARGED ROW & ACCESS PLAN

SHEET NUMBER
C4.2

Copyright © 2020 By Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission.

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

ROW & ACCESS GENERAL NOTES

1. PRIOR TO BEGINNING ANY CONSTRUCTION, THE DEVELOPER AND/OR CONTRACTOR, SHALL OBTAIN ALL NECESSARY PERMITS AS REQUIRED BY LAW. SUCH PERMITS MAY INCLUDE, BUT ARE NOT LIMITED TO, THOSE REQUIRED BY STATE OF TENNESSEE, WILLIAMSON COUNTY AND OTHER CITY OF FRANKLIN AGENCIES.
2. ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ONSITE DURING CONSTRUCTION.
3. CONSTRUCTION MATERIALS SHALL BE FULLY TESTED IN ACCORDANCE WITH THE DESIGNATIONS AND REQUIREMENTS WITHIN THE REFERENCED "TDOT STANDARD SPECIFICATIONS" SECTIONS, UNLESS OTHERWISE NOTED WITHIN THE "STANDARD SPECIFICATIONS" SECTION OF THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.
4. AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL MAKE A FINAL INSPECTION OF THE PROJECT AFTER COMPLETION TO DETERMINE ACCEPTABILITY OF THE WORK AND FOR RELEASE OF PERFORMANCE BONDS IF REQUIRED. BEFORE THIS FINAL INSPECTION CAN BE MADE, THE ENGINEER RESPONSIBLE FOR THE PROJECT SHALL CERTIFY IN WRITING TO THE CITY ENGINEER THAT THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.
5. LOCATING AND COORDINATION FOR THE RELOCATION OF EXISTING UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR. TENNESSEE'S ONE-CALL AND THE CITY OF FRANKLIN UTILITY LOCATION SERVICE SHALL BE UTILIZED IN ADDITION TO COORDINATION WITH LOCAL UTILITY OWNERS. THE CONTRACTOR SHALL AT ALL TIMES PROTECT EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR COSTS DUE TO DAMAGE CAUSED TO ANY UTILITY LINES.
6. ALL TEMPORARY STRIPING SHALL CONFORM TO "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," PUBLISHED BY TDOT, THE LATEST REVISION EXCEPT AS HEREIN AMENDED. WHEN APPROVED, TEMPORARY STRIPING SHALL BE REQUIRED PRIOR TO THE OPENING OF A STREET FOR TRAVEL WHERE PAVEMENT AND/OR PERMANENT STRIPING CANNOT BE COMPLETED DUE TO WEATHER AND/OR TIME CONSTRAINTS.
7. THERMOPLASTIC PAVEMENT MARKINGS SHOULD BE USED ON ALL PUBLIC AND PRIVATE CITY STREET PROJECTS. THERMOPLASTIC TRAFFIC STRIPING AND PAVEMENT MARKINGS SHALL CONFORM TO SECTION 716.03 "THERMOPLASTIC PAVEMENT MARKINGS" OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS (TDOT), AND TO THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.

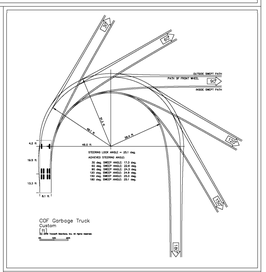
SITE LEGEND

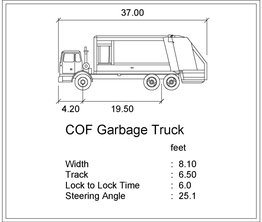
SS	PROPOSED SANITARY SEWER PIPE
W	PROPOSED WATER MAIN
	PROPOSED STORM PIPE
SS	EXISTING SANITARY SEWER PIPE
W	EXISTING WATER MAIN
G	EXISTING GAS MAIN
ST	EXISTING STORM PIPE
LOD	LIMITS OF DISTURBANCE
FH	FIRE HYDRANT

IMPACT STATEMENT

ACCESS TO THE MULTIFAMILY PORTION (LOT 9 & 10) OF THE DEVELOPMENT WILL BE PROVIDED VIA PRIVATE ROAD WITH TWO CONNECTIONS DIRECTLY FROM TOWER CIRCLE ROAD. THE CONDO/RETAIL PORTION (LOT 14) OF THIS SITE WILL BE ACCESSED VIA PRIVATE ROAD WITH TWO CONNECTION DIRECTLY FROM TOWER CIRCLE ROAD.

OFFSITE IMPROVEMENTS ARE TO BE MADE PER RECOMMENDATIONS FROM THE TRAFFIC IMPACT ANALYSIS PREPARED BY KIMLEY HORN FOR THIS SITE AND DISCUSSIONS WITH CITY OF FRANKLIN OFFICIALS.





GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

214 Oceanside Drive
Nashville, TN 37204
Main: 615.844.2701
www.kimley-horn.com

5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.708.0567
www.kiservogrin.com

©2021 Kimley-Horn and Associates, Inc.

KISER VOGRIN DESIGN

MARY McGOWAN — REGISTERED ENGINEER — AGRICULTURE — STATE OF TENNESSEE — 121539 — REGISTERED — 10/18/2021

DEVELOPMENT PLAN
WESTHAVEN FRANKLIN PARK
6100, 6700 TOWER CIRCLE
FRANKLIN PROJECT #7587
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	LJA
2	COF INITIAL SUBMITTAL	6/07/21	LJA
3	COF RE-SUBMITTAL	7/01/21	LJA
4	COF ONE STOP	10/04/21	LJA
5	COF ONE STOP	10/18/21	LJA

DESIGNED BY: LJA
DRAWN BY: LJA
CHECKED BY: MMC
DATE: 10/18/2021

KHA PROJECT NO.
019418016

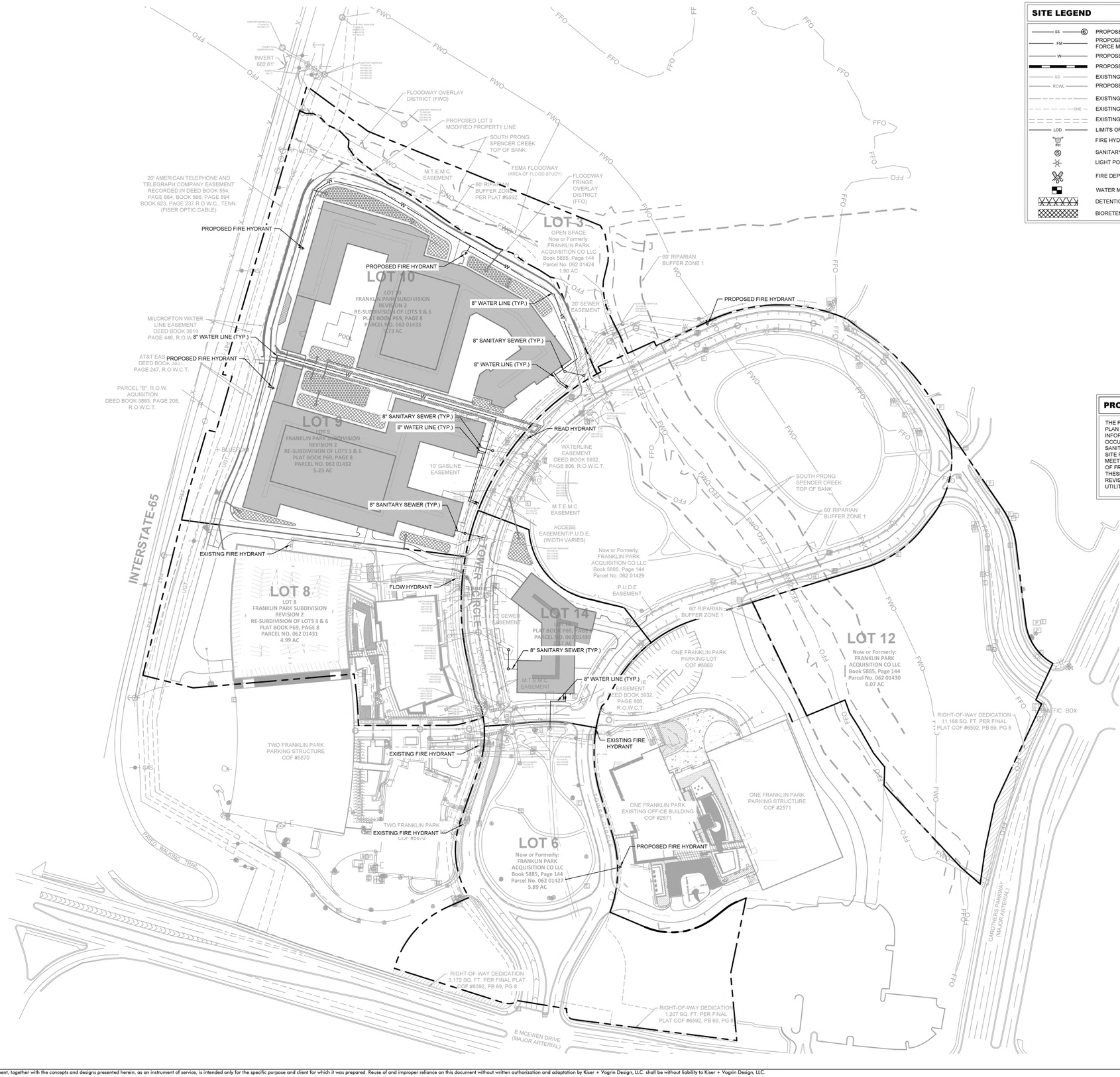
DRAWING TITLE:
ENLARGED ROW & ACCESS PLAN

SHEET NUMBER
C4.3

Copyright © 2020 By Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission.

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

TOWER CIRCLE
TOWER CIRCLE
FWO
FFO
FFO
FF



SITE LEGEND

- PROPOSED SANITARY SEWER PIPE
- PROPOSED SANITARY SEWER FORCE MAIN
- PROPOSED WATER MAIN
- PROPOSED STORM PIPE
- EXISTING SANITARY SEWER PIPE
- PROPOSED RECLAIMED WATER MAIN
- EXISTING WATER MAIN
- EXISTING OVERHEAD ELECTRIC
- EXISTING STORM PIPE
- LIMITS OF DISTURBANCE
- FIRE HYDRANT
- SANITARY SWER MANHOLE
- LIGHT POLE(4000K LED LIGHT SOURCE)
- FIRE DEPARTMENT CONNECTION
- WATER METER
- DETENTION
- BIORETENTION

UTILITY NOTES

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

FLOW TEST INFORMATION

DATE: MAY 5, 2021

FLOW HYDRANT
STATIC PRESSURE: 102 PSI
FLOW: 852 GPM
RESIDUAL PRESSURE: 71 PSI
PITOT PRESSURE: 26 PSI
GPM AT 20 PSI: 1,677 GPM

DATE: MAY 5, 2021

READ HYDRANT
STATIC PRESSURE: 104 PSI
RESIDUAL PRESSURE: 80 PSI

NOTE: FLOW TEST INFORMATION PERFORMED BY HETHCOAT & DAVIS, INC. AND PROVIDED BY MALLORY VALLEY UTILITY DISTRICT

PROP. UTILITY PLAN

THE PROPOSED UTILITY LAYOUT SHOWN ON THE DEVELOPMENT PLAN IS CONCEPTUAL IN NATURE, AND DUE TO THE LACK OF INFORMATION PROVIDED REGARDING BUILDING USES AND OCCUPANCY LOADS, THE FINAL UTILITY ALIGNMENTS FOR WATER, SANITARY SEWER AND RECLAIM WATER SHALL BE DETERMINED AT SITE PLAN. IF AT SITE PLAN THE UTILITY ALIGNMENT DOES NOT MEET CITY OF FRANKLIN SPECIFICATIONS AND SUPPORT THE CITY OF FRANKLIN'S ABILITY TO MAINTAIN SAID INFRASTRUCTURE, AND THESE GOALS CANNOT BE ACHIEVED, THE APPLICANT SHALL REVISE THE OVERALL DESIGN TO MEET THE CITY OF FRANKLIN'S UTILITY DESIGN STANDARDS AND SPECIFICATIONS.

UTILITY LAYOUT NOTE

DETAILS AND LAYOUT OF UTILITIES SHOWN GRAPHICALLY ON THIS PLAN ARE SUBJECT TO CHANGE BETWEEN DEVELOPMENT PLAN AND SITE PLAN SUBMITTALS.

EXISTING UTILITIES NOTE

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

WATER INFRASTRUCTURE NOTE

WATER LAYOUT SHOWN ON THIS PLAN IS CONCEPTUAL. REFER TO FINAL DRAWINGS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT FOR CONSTRUCTION.

STREET LIGHT NOTE

ALL STREET LIGHTS SHALL HAVE A LED LIGHT SOURCE.

FRANKLIN PARK LOTS 9, 10, & 14 SFU EQUIVALENT

LOT	FACILITY TYPE	UNIT QUANTITY	UNIT FLOW (GPD)	TOTAL FLOW (GPD
LOT 9	ONE BEDROOM UNIT	116 UNITS	250 (PER APT)	29,000
	TWO BEDROOM UNIT	60 UNITS	300 (PER APT)	18,000
	THREE BEDROOM UNIT	24 UNITS	350 (PER APT)	8,400
LOT 10	ONE BEDROOM UNIT	162 UNITS	250 (PER APT)	40,500
	TWO BEDROOM UNIT	84 UNITS	300 (PER APT)	25,200
	THREE BEDROOM UNIT	34 UNITS	350 (PER APT)	11,900
LOT 14	ONE BEDROOM UNIT	43 UNITS	250 (PER APT)	10,750
	TWO BEDROOM UNIT	23 UNITS	300 (PER APT)	6,900
	THREE BEDROOM UNIT	9 UNITS	350 (PER APT)	3,150
	RETAIL	5000 SF (25 EMPLOYEES)	20 (PER EMPLOYEE)	500
			TOTAL:	154,300 GPD
			TOTAL:	441 SFUE

*FLOWS ESTIMATED FROM COF STANDARDS

Original Franklin Park Deveiopment SFU Equivalent			
		Meter size	SFU Equivalent
Franklin Park Office 1		4	125
Franklin Park Office 2		4	125
Franklin Park Office 3		4	125
Franklin Park Office 4		4	162
Franklin Park Office 5		4	125
Franklin Park Retail		3	88
Total SFU Equivalent			750

Franklin Park Revised SFU Equivalent				
	Status	Meter size	# of Units	SFU Equivalent
Franklin Park Office 1	Completed	4		125.00
Franklin Park Office 2	Completed	4		125.00
Franklin Park Office 3	Permited	4		125.00
1BR (Lot 9,10, & 14)	Proposed	4	321	229.29
2BR (Lot 9,10, & 14)	Proposed	4	167	143.14
3BR (Lot 9,10, & 14)	Proposed	4	67	67.00
Franklin Park Retail (Lot 14)	Proposed	3	5000 SF	1.43
Total Revised SFU Equivalent				815.86
Total Additional SFUE requested				65.86

GRAPHIC SCALE IN FEET
0 50 100 200

NORTH

214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
www.kimley-horn.com

5905 Mardian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.708.0567
www.kiservogrin.com

Kimley»Horn

KVD KISER VOGRIN DESIGN

MARY McGOWAN
REGISTERED ENGINEER
STATE OF TENNESSEE
120
AGRICULTURE
10/18/2021

DEVELOPMENT PLAN
WEST FRANKLIN PARK
6100, 6700 TOWER CIRCLE
FRANKLIN PROJECT #7587
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	LJA
2	COF INITIAL SUBMITTAL	6/07/21	LJA
3	COF RE-SUBMITTAL	7/01/21	LJA
4	COF ONE STOP	10/04/21	LJA
5	COF ONE STOP	10/18/21	LJA

DESIGNED BY: LJA
DRAWN BY: LJA
CHECKED BY: MMC
DATE: 10/18/2021

KHA PROJECT NO.
019418016

DRAWING TITLE:
OVERALL UTILITY PLAN

SHEET NUMBER
C5.0

Copyright © 2020 By Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission.

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

SITE LEGEND

- PROPOSED SANITARY SEWER PIPE
- PROPOSED SANITARY SEWER FORCE MAIN
- PROPOSED WATER MAIN
- PROPOSED STORM PIPE
- EXISTING SANITARY SEWER PIPE
- PROPOSED RECLAIMED WATER MAIN
- EXISTING WATER MAIN
- EXISTING OVERHEAD ELECTRIC
- EXISTING STORM PIPE
- LIMITS OF DISTURBANCE
- FIRE HYDRANT
- SANITARY SWER MANHOLE
- LIGHT POLE(4000K LED LIGHT SOURCE)
- FIRE DEPARTMENT CONNECTION
- WATER METER
- DETENTION
- BIORETENTION

UTILITY NOTES

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

FLOW TEST INFORMATION

DATE: MAY 5, 2021

FLOW HYDRANT
STATIC PRESSURE: 102 PSI
FLOW: 852 GPM
RESIDUAL PRESSURE: 71 PSI
PITOT PRESSURE: 26 PSI
GPM AT 20 PSI: 1,677 GPM

DATE: MAY 5, 2021

READ HYDRANT
STATIC PRESSURE: 104 PSI
RESIDUAL PRESSURE: 80 PSI

NOTE: FLOW TEST INFORMATION PERFORMED BY HETHCOAT & DAVIS, INC. AND PROVIDED BY MALLORY VALLEY UTILITY DISTRICT

UTILITY LAYOUT NOTE

DETAILS AND LAYOUT OF UTILITIES SHOWN GRAPHICALLY ON THIS PLAN ARE SUBJECT TO CHANGE BETWEEN DEVELOPMENT PLAN AND SITE PLAN SUBMITTALS.

EXISTING UTILITIES NOTE

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

WATER INFRASTRUCTURE NOTE

WATER LAYOUT SHOWN ON THIS PLAN IS CONCEPTUAL. REFER TO FINAL DRAWINGS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT FOR CONSTRUCTION.

EXISTING UTILITIES NOTE

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES AND NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES AND/OR CONFLICTS WITH EXISTING OR PROPOSED UTILITIES PRIOR TO PROCEEDING.

PROP. UTILITY PLAN

THE PROPOSED UTILITY LAYOUT SHOWN ON THE DEVELOPMENT PLAN IS CONCEPTUAL IN NATURE, AND DUE TO THE LACK OF INFORMATION PROVIDED REGARDING BUILDING USES AND OCCUPANCY LOADS, THE FINAL UTILITY ALIGNMENTS FOR WATER, SANITARY SEWER AND RECLAIM WATER SHALL BE DETERMINED AT SITE PLAN. IF AT SITE PLAN THE UTILITY ALIGNMENT DOES NOT MEET CITY OF FRANKLIN SPECIFICATIONS AND SUPPORT THE CITY OF FRANKLINS' ABILITY TO MAINTAIN SAID INFRASTRUCTURE, AND THESE GOALS CANNOT BE ACHIEVED, THE APPLICANT SHALL REVISE THE OVERALL DESIGN TO MEET THE CITY OF FRANKLIN'S UTILITY DESIGN STANDARDS AND SPECIFICATIONS.

STREET LIGHT NOTE

ALL STREET LIGHTS SHALL HAVE A LED LIGHT SOURCE.

FRANKLIN PARK LOTS 9, 10, & 14 SFU EQUIVALENT

LOT	FACILITY TYPE	UNIT QUANTITY	UNIT FLOW (GPD)	TOTAL FLOW (GPD
LOT 9	ONE BEDROOM UNIT	116 UNITS	250 (PER APPT)	29,000
	TWO BEDROOM UNIT	60 UNITS	300 (PER APPT)	18,000
	THREE BEDROOM UNIT	24 UNITS	350 (PER APPT)	8,400
LOT 10	ONE BEDROOM UNIT	162 UNITS	250 (PER APPT)	40,500
	TWO BEDROOM UNIT	84 UNITS	300 (PER APPT)	25,200
	THREE BEDROOM UNIT	34 UNITS	350 (PER APPT)	11,900
LOT 14	ONE BEDROOM UNIT	43 UNITS	250 (PER APPT)	10,750
	TWO BEDROOM UNIT	23 UNITS	300 (PER APPT)	6,900
	THREE BEDROOM UNIT	9 UNITS	350 (PER APPT)	3,150
	RETAIL	5000 SF (25 EMPLOYEES)	20 (PER EMPLOYEE)	500
			TOTAL:	154,300 GPD
			TOTAL:	441 SFUE

*FLOWS ESTIMATED FROM COF STANDARDS

Original Franklin Park Deveiopment SFU Equivalent			
		Meter size	SFU Equivalent
Franklin Park Office 1		4	125
Franklin Park Office 2		4	125
Franklin Park Office 3		4	125
Franklin Park Office 4		4	162
Franklin Park Office 5		4	125
Franklin Park Retail		3	88
Total SFU Equivalent			750

Franklin Park Revised SFU Equivalent				
	Status	Meter size	# of Units	SFU Equivalent
Franklin Park Office 1	Completed	4		125.00
Franklin Park Office 2	Completed	4		125.00
Franklin Park Office 3	Permited	4		125.00
1BR (Lot 9,10, & 14)	Proposed	4	321	229.29
2BR (Lot 9,10, & 14)	Proposed	4	167	143.14
3BR (Lot 9,10, & 14)	Proposed	4	67	67.00
Franklin Park Retail (Lot 14)	Proposed	3	5000 SF	1.43
Total Revised SFU Equivalent				815.86
Total Additional SFUE requested				65.86

GRAPHIC SCALE IN FEET
0 20 40 80

NORTH

214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
Fax: 866.263.0525

@2021 Kimley-Horn and Associates, Inc.

5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.708.0567
www.kiservogrin.com

Kimley»Horn

KVD KISER VOGRIN DESIGN

MARY McGOWAN
REGISTERED
AGRICULTURE
LANDSCAPE
ARCHITECT
No. 2139
STATE OF TENNESSEE
10/18/2021

DEVELOPMENT PLAN
WEST FRANKLIN PARK
6100, 6700 TOWER CIRCLE
FRANKLIN PROJECT #7587
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	LJA
2	COF INITIAL SUBMITTAL	6/07/21	LJA
3	COF RE-SUBMITTAL	7/01/21	LJA
4	COF ONE STOP	10/04/21	LJA
5	COF ONE STOP	10/18/21	LJA

DESIGNED BY: LJA
DRAWN BY: LJA
CHECKED BY: MMC
DATE: 10/18/2021

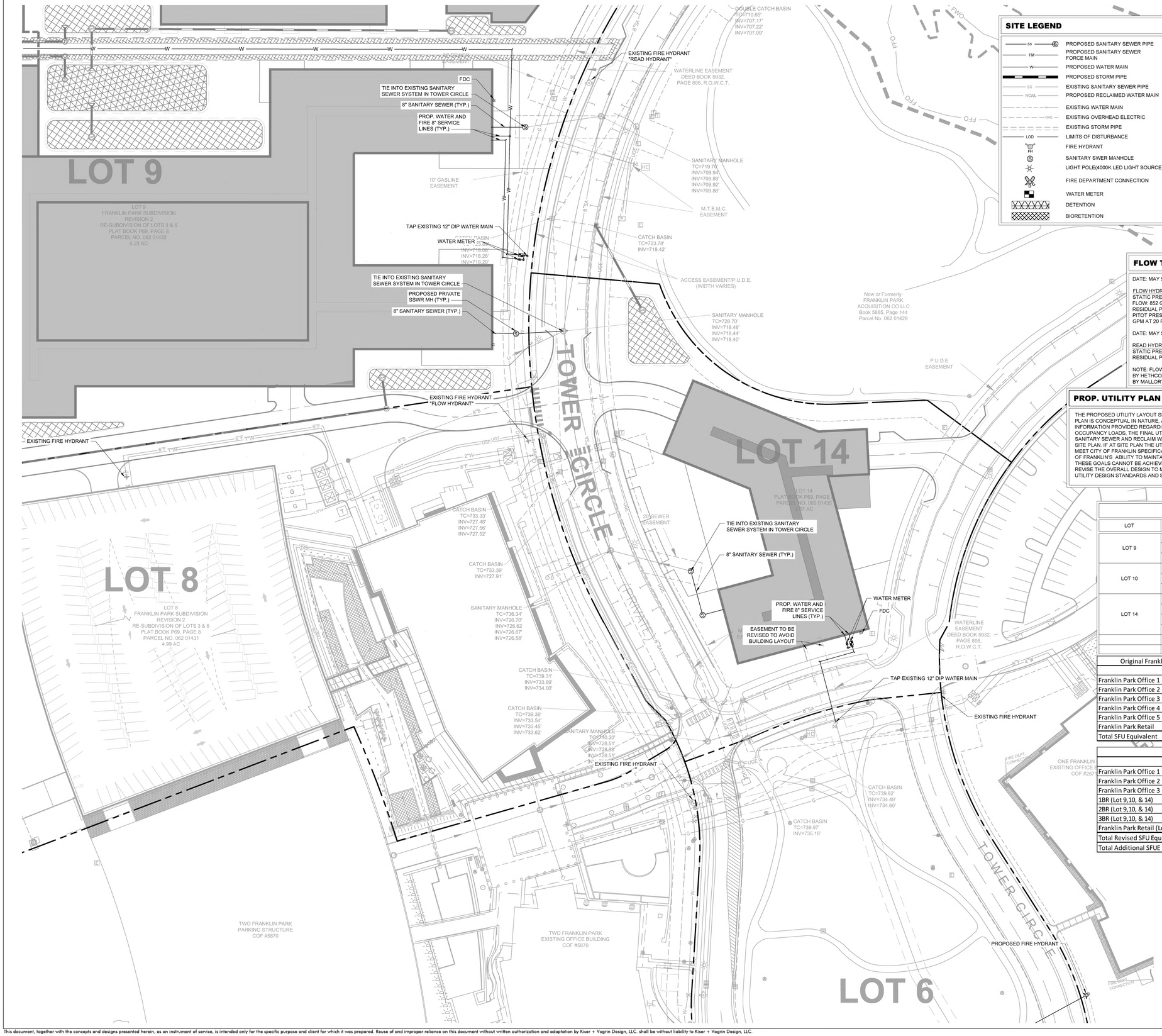
KHA PROJECT NO.
019418016

DRAWING TITLE:
ENLARGED UTILITY PLAN

SHEET NUMBER
C5.1

Copyright © 2020 By Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission.

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



SITE LEGEND

- PROPOSED SANITARY SEWER PIPE
- PROPOSED SANITARY SEWER FORCE MAIN
- PROPOSED WATER MAIN
- PROPOSED STORM PIPE
- EXISTING SANITARY SEWER PIPE
- PROPOSED RECLAIMED WATER MAIN
- EXISTING WATER MAIN
- EXISTING OVERHEAD ELECTRIC
- EXISTING STORM PIPE
- LIMITS OF DISTURBANCE
- FIRE HYDRANT
- SANITARY SWER MANHOLE
- LIGHT POLE(4000K LED LIGHT SOURCE)
- FIRE DEPARTMENT CONNECTION
- WATER METER
- DETENTION
- BIORETENTION

UTILITY NOTES

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

FLOW TEST INFORMATION

DATE: MAY 5, 2021

FLOW HYDRANT
STATIC PRESSURE: 102 PSI
FLOW: 852 GPM
RESIDUAL PRESSURE: 71 PSI
PITOT PRESSURE: 26 PSI
GPM AT 20 PSI: 1,677 GPM

DATE: MAY 5, 2021

READ HYDRANT
STATIC PRESSURE: 104 PSI
RESIDUAL PRESSURE: 80 PSI

NOTE: FLOW TEST INFORMATION PERFORMED BY HETHCOAT & DAVIS, INC. AND PROVIDED BY MALLORY VALLEY UTILITY DISTRICT

PROP. UTILITY PLAN

THE PROPOSED UTILITY LAYOUT SHOWN ON THE DEVELOPMENT PLAN IS CONCEPTUAL IN NATURE, AND DUE TO THE LACK OF INFORMATION PROVIDED REGARDING BUILDING USES AND OCCUPANCY LOADS, THE FINAL UTILITY ALIGNMENTS FOR WATER, SANITARY SEWER AND RECLAIM WATER SHALL BE DETERMINED AT SITE PLAN. IF AT SITE PLAN THE UTILITY ALIGNMENT DOES NOT MEET CITY OF FRANKLIN SPECIFICATIONS AND SUPPORT THE CITY OF FRANKLIN'S ABILITY TO MAINTAIN SAID INFRASTRUCTURE, AND THESE GOALS CANNOT BE ACHIEVED, THE APPLICANT SHALL REVISE THE OVERALL DESIGN TO MEET THE CITY OF FRANKLIN'S UTILITY DESIGN STANDARDS AND SPECIFICATIONS.

UTILITY LAYOUT NOTE

DETAILS AND LAYOUT OF UTILITIES SHOWN GRAPHICALLY ON THIS PLAN ARE SUBJECT TO CHANGE BETWEEN DEVELOPMENT PLAN AND SITE PLAN SUBMITTALS.

EXISTING UTILITIES NOTE

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

WATER INFRASTRUCTURE NOTE

WATER LAYOUT SHOWN ON THIS PLAN IS CONCEPTUAL. REFER TO FINAL DRAWINGS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT FOR CONSTRUCTION.

EXISTING UTILITIES NOTE

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES AND NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES AND/OR CONFLICTS WITH EXISTING OR PROPOSED UTILITIES PRIOR TO PROCEEDING.

STREET LIGHT NOTE

ALL STREET LIGHTS SHALL HAVE A LED LIGHT SOURCE.

FRANKLIN PARK LOTS 9, 10, & 14 SFU EQUIVALENT

LOT	FACILITY TYPE	UNIT QUANTITY	UNIT FLOW (GPD)	TOTAL FLOW (GPD
LOT 9	ONE BEDROOM UNIT	116 UNITS	250 (PER APT)	29,000
	TWO BEDROOM UNIT	60 UNITS	300 (PER APT)	18,000
	THREE BEDROOM UNIT	24 UNITS	350 (PER APT)	8,400
LOT 10	ONE BEDROOM UNIT	162 UNITS	250 (PER APT)	40,500
	TWO BEDROOM UNIT	84 UNITS	300 (PER APT)	25,200
	THREE BEDROOM UNIT	34 UNITS	350 (PER APT)	11,900
LOT 14	ONE BEDROOM UNIT	43 UNITS	250 (PER APT)	10,750
	TWO BEDROOM UNIT	23 UNITS	300 (PER APT)	6,900
	THREE BEDROOM UNIT	9 UNITS	350 (PER APT)	3,150
	RETAIL	5000 SF (25 EMPLOYEES)	20 (PER EMPLOYEE)	500
			TOTAL:	154,300 GPD
			TOTAL:	441 SFUE

*FLOWS ESTIMATED FROM COF STANDARDS

Original Franklin Park Devesomething SFU Equivalent			
		Meter size	SFU Equivalent
Franklin Park Office 1		4	125
Franklin Park Office 2		4	125
Franklin Park Office 3		4	125
Franklin Park Office 4		4	162
Franklin Park Office 5		4	125
Franklin Park Retail		3	88
Total SFU Equivalent			750

Franklin Park Revised SFU Equivalent				
	Status	Meter size	# of Units	SFU Equivalent
Franklin Park Office 1	Completed	4		125.00
Franklin Park Office 2	Completed	4		125.00
Franklin Park Office 3	Permited	4		125.00
1BR (Lot 9,10, & 14)	Proposed	4	321	229.29
2BR (Lot 9,10, & 14)	Proposed	4	167	143.14
3BR (Lot 9,10, & 14)	Proposed	4	67	67.00
Franklin Park Retail (Lot 14)	Proposed	3	5000 SF	1.43
Total Revised SFU Equivalent				815.86
Total Additional SFUE requested				65.86

Kimley»Horn
214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
Fax: 615.564.2705
@2021 Kimley-Horn and Associates, Inc.

KVD
KISER VOGRIN DESIGN
5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.708.0567
www.kiservogrin.com

MARY McGOWAN — REGISTERED LANDSCAPE ARCHITECT — 2139 — STATE OF TENNESSEE — 10/18/2021

DEVELOPMENT PLAN
WEST FRANKLIN PARK
6100, 6700 TOWER CIRCLE
FRANKLIN PROJECT #7587
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	LJA
2	COF INITIAL SUBMITTAL	6/07/21	LJA
3	COF RE-SUBMITTAL	7/01/21	LJA
4	COF ONE STOP	10/04/21	LJA
5	COF ONE STOP	10/18/21	LJA

DESIGNED BY: LJA
DRAWN BY: LJA
CHECKED BY: MMC
DATE: 10/18/2021

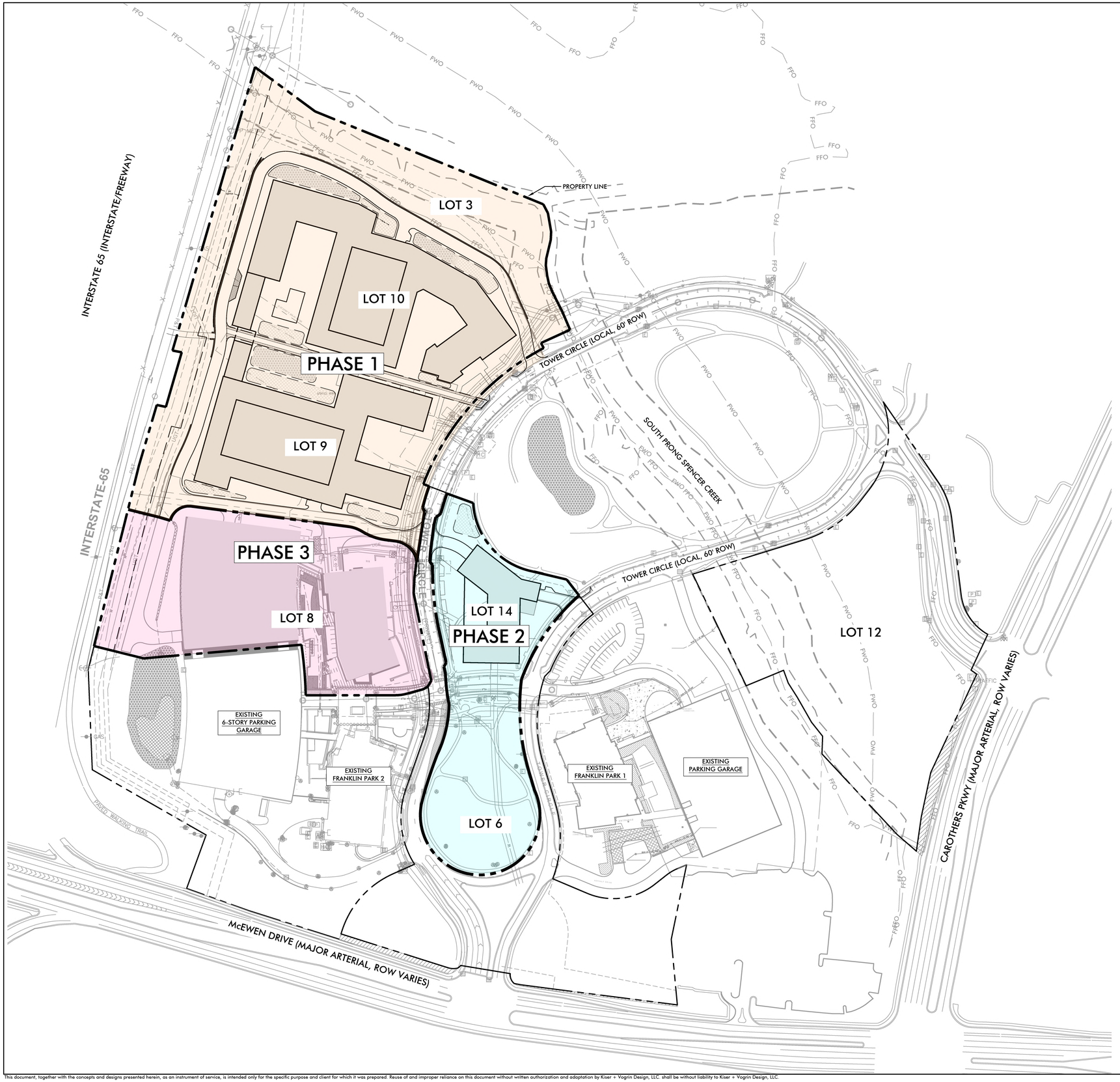
KHA PROJECT NO. 019418016

DRAWING TITLE: ENLARGED UTILITY PLAN

SHEET NUMBER C5.2

Copyright © 2020 by Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission.

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



SITE DATA CHART:

PROJECT NAME: WEST FRANKLIN PARK
COF PROJECT NUMBER: 7587
TAX MAP: 062
GROUP: K & L
PARCEL NUMBERS: 01424, 01427, 01430-1433, 01435
ADDRESS: 6100 & 6700 Tower Circle Franklin, TN 37067
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 9
PUD SITE ACREAGE: 32.43 AC
PUD SITE SQUARE FOOTAGE: 1,412,650.8 SF
VESTING: XXX

REGULATIONS

BASE ZONING: RC12 REGIONAL COMMERCE 12
PROPOSED ZONING: PLANNED (PD 17.11/ 320,116) DISTRICT
OVERLAY ZONING: FFO, FWO
BUILDING TYPES APPLIED: MULTI-FAMILY, COMMERCIAL/ MIXED-USE, LARGE -SCALE OFFICE BUILDING
FRONTAGE TYPES APPLIED: URBAN FRONTAGE
SETBACKS:
- FRONT YARD: 10'
- SIDE YARD: 5'
- REAR YARD: 0'

DWELLING UNIT COUNT, BY TYPE: 555 MULTI-FAMILY UNITS
DWELLING UNIT DENSITY: 17.11 DU/A
COMMERCIAL SF, BY USE: 311,216 SF OFFICE & 8,900 RETAIL
BUILDING HEIGHTS: 4-12 STORIES
MINIMUM LANDSCAPE SURFACE AREA: 0.20 (285,580 SF)
OPEN SPACE SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
NATURAL AREA SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
TREE CANOPY RETENTION ACREAGE: 100% (180,000 SF)
PARKING REQUIRED, BY USE: TOTAL: 2,294 SPACES
- RESIDENTIAL: (1.5/ STUDIO &1 BR, 2.5/ 2 BR & 3/ 3 BR) 1,019 SPACES
- OFFICE: (4/ 1,000 SF) 1,245 SPACES
- RETAIL: (3.33/ 1,000 SF) 30 SPACES

PARKING PROVIDED, BY USE: SEE "WEST FRANKLIN PARK BUILDING DATA" CHART
HISTORIC RESOURCE TREATMENT: NO
ENVISION FRANKLIN DESIGN CONCEPT: REGIONAL COMMERCE

PHASING DATA:

PHASE 1
- LOT 3
- LOT10
- LOT 9

PHASE 2
- LOT 14
- LOT 6

PHASE 3
- LOT 8

Kimley»Horn
214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
www.Kimley-Horn.com
© 2020 Kimley-Horn and Associates, Inc.

KVD
KISER VOGRIN DESIGN
5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.790.0057
www.kiservogrin.com

GARY MICHAEL VOGRIN REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 1229
10-18-2021

DEVELOPMENT PLAN
WEST FRANKLIN PARK
6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 7587
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	KMR
2	COF INITIAL SUBMITTAL	6/07/21	KMR
3	COF RE-SUBMITTAL	7/01/21	KMR
4	COF ONE STOP	10/04/21	KMR
5	COF ONE STOP	10/18/21	KMR

DESIGNED BY: GMV
DRAWN BY: CDG
CHECKED BY: KMR
DATE: 05/24/2021

KVD PROJECT NO. 20070

DRAWING TITLE:

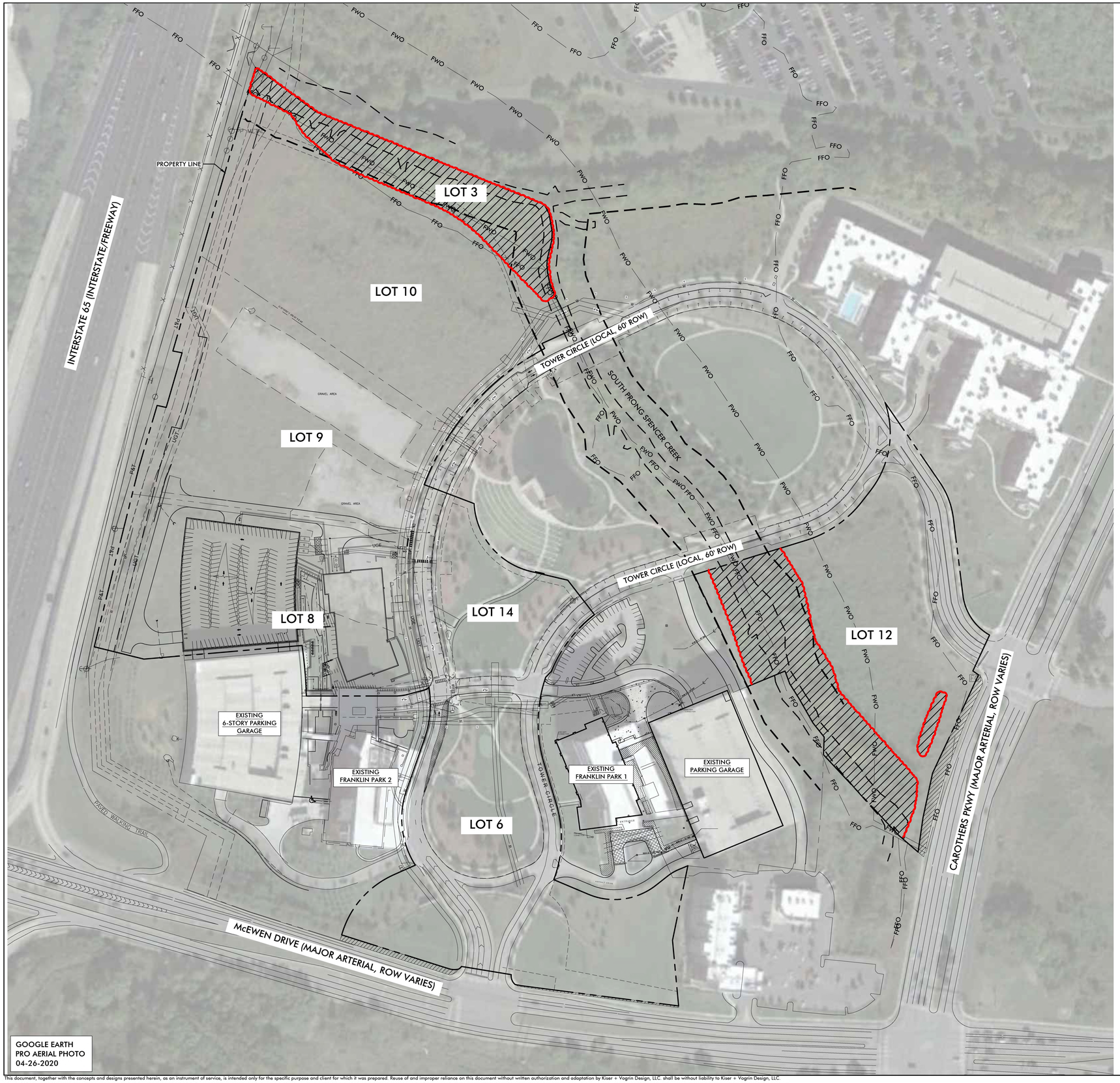
PHASING PLAN

SHEET NUMBER

C6.0

Copyright © 2020 By Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission.

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



LANDSCAPE DATA

SITE ACREAGE:	± 32.43 AC (1,412,650.8 SF)
SITE ZONING DISTRICT AND APPLICABLE OVERLAYS:	BASE ZONING: RC12 REGIONAL COMMERCE 12 PROPOSED ZONING: PD PLANNED DEVELOPMENT OVERLAY ZONING: FFO, FWO
MINIMUM REQUIRED LANDSCAPE AREA (RATIO & ACREAGE):	0.20 (6.49 AC)
PROVIDED LANDSCAPE SURFACE AREA (RATIO AND ACREAGE):	0.20 (6.49 AC)
PERCENT AND ACREAGE TREE CANOPY REQUIRED:	26% (46,800 SF)
PERCENT AND ACREAGE OF PRESERVED CANOPY COVER PROVIDED:	100% (±180,000 SQ. FT.)
NUMBER AND DBH OF SPECIMEN TREES REMOVED:	N/A
PROPOSED TREE SAVE AREA:	±4.13 AC (±180,000 SQ. FT.)

TREE REPLACEMENT NOTE:
Refer to COF #2572 open space and tree information charts, 392 caliper inches of replacement trees to be included at site plan

RIPARIAN BUFFER NOTE:
"There shall be no mowing, clearing, grading, construction, storage, or disturbance of vegetation in riparian buffers except as permitted by the City Engineer, or his designee."

TREE PROTECTION NOTE:

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

KEY

APPROXIMATE TREE SAVE AREA (TSA)
±4.13 AC (±180,000 SQ. FT.)

APPROXIMATE EXISTING TREE CANOPY
12.6% ±4.13 AC (±180,000 SQ. FT.)

NORTH

0 100 200 300 feet

SCALE: 1"=100'

Kimley»Horn
214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
www.kimley-horn.com
© 2020 Kimley-Horn and Associates, Inc.

KV+D KISER VOGRIN DESIGN
5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.599.2447
www.kiservogrin.com

GARY MICHAEL VOGRIN REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 1328
10-18-2021

DEVELOPMENT PLAN
WEST FRANKLIN PARK
6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 7587
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	KMR
2	COF INITIAL SUBMITTAL	6/07/21	KMR
3	COF RE-SUBMITTAL	7/01/21	KMR
4	COF ONE STOP	10/04/21	KMR
5	COF ONE STOP	10/18/21	KMR

DESIGNED BY:	GMV
DRAWN BY:	CDG
CHECKED BY:	KMR
DATE:	05/24/2021

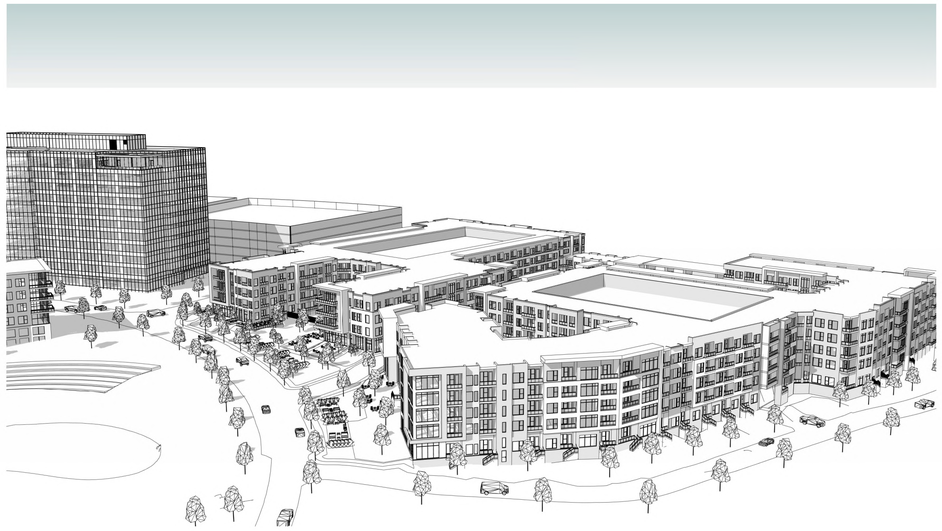
KVD PROJECT NO.
20070

DRAWING TITLE:
TREE PRESERVATION PLAN

SHEET NUMBER
L1.0

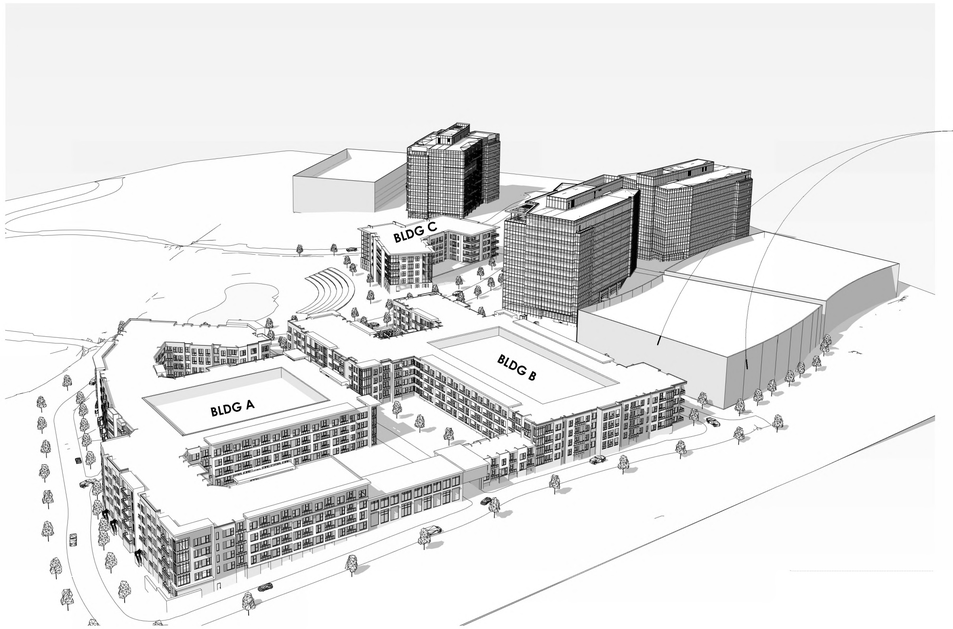
Copyright © 2020 By Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission.

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

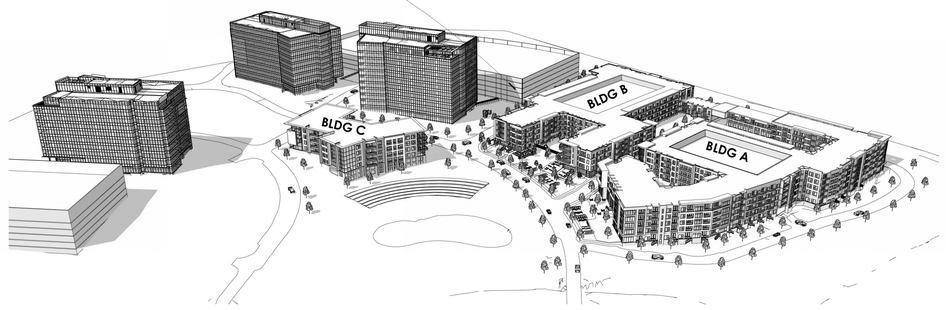


AERIAL VIEW: BUILDING A AND B FROM CAMERON APARTMENTS (FACING SOUTH EAST)

AERIAL VIEW: BUILDING A AND B FROM BUILDING C (FACING WEST)



AERIAL VIEW: BUILDING A AND B FROM I65 (FACING SOUTH EAST)



AERIAL VIEW: BUILDING A AND B FROM NISSAN HQ (FACING SOUTH WEST)

NOTE: DOOR LOCATIONS ARE INTENDED TO SHOW THE ACTIVATION AT THE GROUND LEVEL ON TOWER CIRCLE, BUT ARE SUBJECT TO CHANGE UPON FINAL SITE PLAN SUBMITTAL. THERE WILL BE DOORS IN THESE APPROXIMATE LOCATIONS.

906 STUDIO
ARCHITECTS +INTERIORS
143 Fifth Avenue South
Franklin, TN 37064
615.988.9065
906studio.com

Kimley»Horn
214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
www.kimley-horn.com
@2020 Kimley-Horn and Associates, Inc.

KV+D KISER VOGRIN DESIGN
5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.708.0567
www.kiservogrin.com

MICHAEL A. HATHAWAY
REGISTERED ARCHITECT
AGRICULTURE
No. 20695
STATE OF TENNESSEE
10/18/21

DEVELOPMENT PLAN
WEST FRANKLIN PARK
6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 7587
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	KMR
2	COF INITIAL SUBMITTAL	6/07/21	KMR
3	COF RE-SUBMITTAL	7/01/21	KMR
4	COF ONE STOP	10/04/21	KMR
5	COF ONE STOP	10/18/21	KMR

DESIGNED BY:	GMV
DRAWN BY:	CDG
CHECKED BY:	KMR
DATE:	05/24/2021

KVD PROJECT NO.
20070

DRAWING TITLE:

BUILDINGS A, B, AND C

SHEET NUMBER

A01

Copyright © 2020 By Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission.

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

MM/DD/YYYY XX:XX AM/PM G:\2020\Project Name\XXXX\XXXX

STREET VIEW: BUILDING A AND B FROM WEST FRANKLIN PARK 3

STREET VIEW: BUILDING B FROM BUILDING C

NOTE: DOOR LOCATIONS ARE INTENDED TO SHOW THE ACTIVATION AT THE GROUND LEVEL ON TOWER CIRCLE, BUT ARE SUBJECT TO CHANGE UPON FINAL SITE PLAN SUBMITTAL. THERE WILL BE DOORS IN THESE APPROXIMATE LOCATIONS.

STREET VIEW: BUILDING A

STREET VIEW: BUILDING A & B

906 STUDIO
ARCHITECTS +INTERIORS
143 Fifth Avenue South
Franklin, TN 37064
615.988.9065
906studio.com

Kimley»Horn
214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
www.kimley-horn.com
©2020 Kimley-Horn and Associates, Inc.

KV+D KISER VOGRIN DESIGN
5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.708.0567
www.kiservogrin.com

MICHAEL A. HATHAWAY
REGISTERED LANDSCAPE ARCHITECT
AGRICULTURE
No. 2095
STATE OF TENNESSEE
10/18/21

DEVELOPMENT PLAN
WEST FRANKLIN PARK
6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 7587
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	KMR
2	COF INITIAL SUBMITTAL	6/07/21	KMR
3	COF RE-SUBMITTAL	7/01/21	KMR
4	COF ONE STOP	10/04/21	KMR
5	COF ONE STOP	10/18/21	KMR

DESIGNED BY: GMV
DRAWN BY: CDG
CHECKED BY: KMR
DATE: 05/24/2021

KVD PROJECT NO.
20070

DRAWING TITLE:

BUILDINGS A & B VIEWS

SHEET NUMBER
A02

Copyright © 2020 By Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission.

MM/DD/YYYY XX:XX AM/PM G:\2020\Project Name\XXXX\XXXX

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

STREET VIEW: BUILDING C FROM WEST FRANKLIN PARK 2

STREET VIEW: BUILDING C FROM EAST

STREET VIEW: BUILDING C FROM BUILDING B

STREET VIEW: BUILDING C FROM WEST FRANKLIN PARK 1

906 STUDIO
ARCHITECTS +INTERIORS
143 Fifth Avenue South
Franklin, TN 37064
615.988.9065
906studio.com

Kimley»Horn
214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
www.kimley-horn.com
@2020 Kimley-Horn and Associates, Inc.

KV+D KISER VOGRIN DESIGN
5005 Mcfarlan Blvd, Ste 100
Franklin, TN 37067
Main: 615.708.0567
www.kiservogrin.com

MICHAEL A. HATHAWAY
REGISTERED ARCHITECT
AGRICULTURE
No. 2095
STATE OF TENNESSEE
10/18/21

DEVELOPMENT PLAN
WEST FRANKLIN PARK
6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 7587
FRANKLIN, WILLIAMSON COUNTY, TN

NO:	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	KMR
2	COF INITIAL SUBMITTAL	6/07/21	KMR
3	COF RE-SUBMITTAL	7/01/21	KMR
4	COF ONE STOP	10/04/21	KMR
5	COF ONE STOP	10/18/21	KMR

DESIGNED BY: GMV
DRAWN BY: CDG
CHECKED BY: KMR
DATE: 05/24/2021

KVD PROJECT NO.
20070

DRAWING TITLE:

BUILDING C VIEWS

SHEET NUMBER

A03

Copyright © 2020 By Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission.

MM/DD/YYYY XX:XX AM/PM G:\2020\Project Name\XXXX\XXXX

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

NORTHWOOD RAVIN

JEFF FURMAN
Development Partner
jfurman@nwravin.com
Tel: 919-354-3677

April 26, 2024

Planning and Sustainability Department
City of Franklin
109 Third Avenue South
Franklin, TN 37064

To Whom It May Concern:

Please consider this our formal request to extend the vesting rights of the West Franklin Park PUD Development Plan, which was initially approved on September 13, 2021.

It is our understanding that the vesting period for this development plan is set to expire on September 13, 2024. We request that a three (3) year extension be granted for this plan, such that the expiration date would be redefined as September 13, 2027.

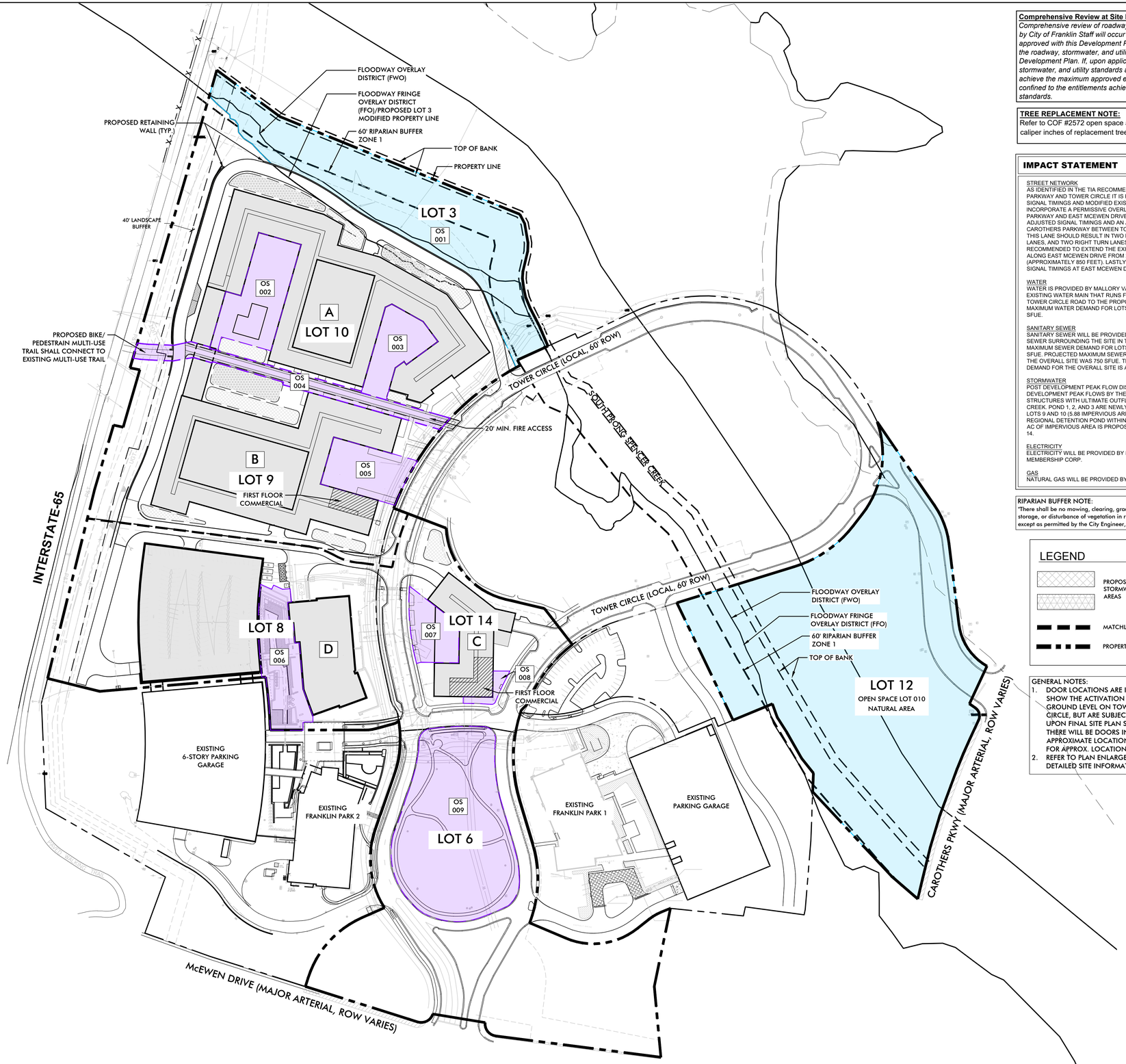
This request stems from unforeseen delays in pre-development of the project components. These delays are primarily attributed to higher interest rates within the commercial real estate lender financing market, and have been further impacted by the lack of expected softening in construction hard costs. Furthermore, supply chain interruptions that arose from the COVID-19 pandemic continue to affect project scheduling and projections.

We appreciate your consideration of this vesting extension request and can be reached directly to address any questions or concerns.

Sincerely,

Jeff Furman

Jeff Furman
Development Partner



Comprehensive Review at Site Plan:
Comprehensive review of roadway, stormwater, and utility elements by City of Franklin Staff will occur at Site Plan. Project entitlements approved with this Development Plan do not constitute approval of the roadway, stormwater, and utility elements shown on the Development Plan. If, upon application of City of Franklin street, stormwater, and utility standards at Site Plan, the applicant cannot achieve the maximum approved entitlements, the applicant shall be confined to the entitlements achievable from the application of said standards.

TREE REPLACEMENT NOTE:
Refer to COF #2572 open space and tree information charts, 392 caliper inches of replacement trees to be included at site plan

IMPACT STATEMENT

STREET NETWORK
AS IDENTIFIED IN THE TIA RECOMMENDED IMPROVEMENTS, AT CAROTHERS PARKWAY AND TOWER CIRCLE IT IS RECOMMENDED TO INCLUDE ADJUSTED SIGNAL TIMINGS AND MODIFIED EXISTING TRAFFIC SIGNAL OPERATION TO INCORPORATE A PERMISSIVE OVERLAP RIGHT-TURN ARROW. AT CAROTHERS PARKWAY AND EAST MCEWEN DRIVE RECOMMENDATIONS INCLUDE ADJUSTED SIGNAL TIMINGS AND AN ADDITIONAL SOUTHBOUND LANE AT CAROTHERS PARKWAY BETWEEN TOWER CIRCLE AND EAST MCEWEN DRIVE. THIS LANE SHOULD RESULT IN TWO LEFT-TURN LANES, THREE THROUGH LANES, AND TWO RIGHT TURN LANES. AT MCEWEN DRIVE AND I-65 IT IS RECOMMENDED TO EXTEND THE EXISTING WESTBOUND RIGHT-TURN LANE ALONG EAST MCEWEN DRIVE FROM 225 FEET OF STORAGE TO FULL STORAGE (APPROXIMATELY 850 FEET). LASTLY, IT HAS BEEN RECOMMENDED TO ADJUST SIGNAL TIMINGS AT EAST MCEWEN DRIVE AND TOWER CIRCLE.

WATER
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT (MVUD) VIA AN EXISTING WATER MAIN THAT RUNS FROM EAST MCEWEN DRIVE ALONG TOWER CIRCLE ROAD TO THE PROPOSED DEVELOPMENT. PROJECTED MAXIMUM WATER DEMAND FOR LOTS 9, 10, AND 14 IS APPROXIMATELY 490 SFUE.

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN VIA EXISTING SEWER SURROUNDING THE SITE IN TOWER CIRCLE ROAD. PROJECTED MAXIMUM SEWER DEMAND FOR LOTS 9, 10, AND 14 IS APPROXIMATELY 441 SFUE. PROJECTED MAXIMUM SEWER DEMAND ORIGINALLY APPROVED FOR THE OVERALL SITE WAS 750 SFUE. THE REVISED PROPOSED MAXIMUM SEWER DEMAND FOR THE OVERALL SITE IS APPROXIMATELY 816 SFUE.

STORMWATER
POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PRE DEVELOPMENT PEAK FLOWS BY THE DETENTION PONDS AND OUTLET STRUCTURES WITH ULTIMATE OUTFLOW INTO SOUTH PRONG SPENCER CREEK. POND 1, 2, AND 3 ARE NEWLY PROPOSED DETENTION PONDS SERVING LOTS 9 AND 10 (5.88 IMPERVIOUS AREA). LOT 14 IS TO BE SERVED BY THE REGIONAL DETENTION POND WITHIN FRANKLIN PARK. APPROXIMATELY 6.56 AC OF IMPERVIOUS AREA IS PROPOSED AT FINAL BUILDOUT OF LOT 9, 10, AND 14.

ELECTRICITY
ELECTRICITY WILL BE PROVIDED BY MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORP.

GAS
NATURAL GAS WILL BE PROVIDED BY ATMOS GAS, IF AVAILABLE.

RIPARIAN BUFFER NOTE:
"There shall be no mowing, clearing, grading, construction, storage, or disturbance of vegetation in riparian buffers except as permitted by the City Engineer, or his designee."

LEGEND

- PROPOSED STORMWATER AREAS
- MATCHLINES
- PROPERTY LINES

GENERAL NOTES:
1. DOOR LOCATIONS ARE INTENDED TO SHOW THE ACTIVATION AT THE GROUND LEVEL ON TOWER PARK CIRCLE, BUT ARE SUBJECT TO CHANGE UPON FINAL SITE PLAN SUBMITTAL. THERE WILL BE DOORS IN THESE APPROXIMATE LOCATIONS. SEE A01-A03 FOR APPROX. LOCATIONS.
2. REFER TO PLAN ENLARGEMENTS FOR DETAILED SITE INFORMATIONS

SITE DATA CHART:

PROJECT NAME: WEST FRANKLIN PARK
COF PROJECT NUMBER: 7587
TAX MAP: 062
GROUP: K & L
PARCEL NUMBERS: 01424, 01427, 01430-1433, 01435
ADDRESS: 6100 & 6700 Tower Circle Franklin, TN 37067
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 9
PUD SITE ACREAGE: 32.78 AC
PUD SITE SQUARE FOOTAGE: 1,427,896.8 SF
VESTING: XXX

REGULATIONS
BASE ZONING: RC12 REGIONAL COMMERCE 12
PROPOSED ZONING: PLANNED (PD 16.93/ 320,116) DISTRICT
OVERLAY ZONING: FFO, FWO
BUILDING TYPES APPLIED: MULTI-FAMILY, COMMERCIAL/ MIXED-USE, LARGE -SCALE OFFICE BUILDING
FRONTAGE TYPES APPLIED: URBAN FRONTAGE
SETBACKS:
FRONT YARD: 10'
SIDE YARD: 5'
REAR YARD: 0'
DWELLING UNIT COUNT, BY TYPE: 555 MULTI-FAMILY UNITS
DWELLING UNIT DENSITY: 16.93 DU/A
COMMERCIAL SF, BY USE: 311,216 SF OFFICE & 8,900 RETAIL
BUILDING HEIGHTS: 4-12 STORIES
MINIMUM LANDSCAPE SURFACE AREA: 0.20 (285,580 SF)
OPEN SPACE SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
NATURAL AREA SF REQUIRED: SEE OPEN SPACE REQUIREMENT CHART
TREE CANOPY RETENTION ACREAGE: 100% (180,000 SF)
PARKING REQUIRED, BY USE: TOTAL: 2,294 SPACES
- RESIDENTIAL: (1.5/ STUDIO &1 BR, 2.5/ 2 BR & 3/ 3 BR) 1,019 SPACES
- OFFICE: (4/ 1,000 SF) 1,245 SPACES
- RETAIL: (3.33/ 1,000 SF) 30 SPACES

PARKING PROVIDED, BY USE: SEE "WEST FRANKLIN PARK BUILDING DATA" CHART
HISTORIC RESOURCE TREATMENT: NO
ENVISION FRANKLIN DESIGN CONCEPT: REGIONAL COMMERCE

ENVISION FRANKLIN DESCRIPTION: THIS DEVELOPMENT PROVIDES A MIX OF RESIDENTIAL, RETAIL, AND OFFICE USES CONSISTENT WITH ENVISION FRANKLIN.

WEST FRANKLIN PARK BUILDING DATA

BUILDING KEY	RETAIL (SF)	OFFICE (SF)	RESIDENTIAL (DU)	BUILDING STORIES	REQUIRED PARKING (SPACES)	GARAGE PARKING (SPACES)	PARALLEL PARKING (SPACES)	TOTAL PROPOSED PARKING (SPACES)
A			280	4-5	474	555	2	557
B	3,900		200	4-5	382	420	10	430
C	5,000		75	4-5	166	140	35	175
D		311,216		12	1,245	1,367	0	1,367
TOTAL	8,900	311,216	555	4-12	2,267	2,482	47	2,529

OPEN SPACE REQUIREMENT CHART

SITE ACREAGE: 32.78 AC (1,427,896.8 SF)
FORMAL OPEN SPACE ACREAGE REQUIRED PER COF#2572: 3.52 AC
INFORMAL OPEN SPACE REQUIRED PER COF#2572: 1.41 AC

OPEN SPACE PROVIDED

OS LOT #	OPEN SPACE TYPE	AREA OF OPEN SPACE (SF)	HARDSCAPE AREA% REQUIRED	STORMWATER FEATURE INCLUDED?	PROPOSED FEATURES
OS 001	NATURAL AREA	82,764	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY
OS 002	NEIGHBORHOOD AMENITY	23,746	N/A	N	POOL AMENITY
OS 003	POCKET PARK	14,416	N/A	N	ACTIVE PARK (PLANTINGS, GAZEBO(S), OR SIMILAR STRUCTURE(S) & SEATING ELEMENTS
OS 004	GREENWAY	18,818	N/A	N	MULTI-USE TRAIL EXTENDING TO EXISTING TRAIL SYSTEM
OS 005	PLAZA	16,587	50% - 80%	N	FORMAL GATHERING SPACE WITH SEATING ELEMENTS & HARDSCAPE WITH LIGHTING
OS 006	POCKET PARK	21,753	N/A	Y	ACTIVE PARK WITH SEATING ELEMENTS, FURNISHINGS AND STORMWATER FEATURES
OS 007	PLAZA	11,347	80%	N	FORMAL GATHERING SPACE INCLUDING LANDSCAPE, SEATING, LIGHTING & FURNISHINGS
OS 008	OUTDOOR DINING AREA	2,080	N/A	N	OUTDOOR DINING AREA WITH PLANTING STRIP, DINING TABLE AND CHAIRS
OS 009	SQUARE OR GREEN	79,315	MAX 33%	N	PASSIVE RECREATION AREA WITH SEATING ELEMENTS, INTERNAL SIDEWALKS, AND FURNISHINGS
OS 010	NATURAL AREA	276,170	0%	N	MAINTAINED FLOODPLAIN/ FLOODWAY

TOTAL PROVIDED: 548,306 SF (12.59 AC) (FORMAL: 189,372 SF (4.35 AC) & INFORMAL: 358,934 SF (8.24 AC))
REFER TO COF PROJECT #2572 FOR ORIGINAL OPEN SPACE CHARTS

NOTE: EACH OPEN SPACE AREA SHALL BE DESIGNED IN FURTHER DETAIL IN A WAY THAT MEETS OR EXCEEDS THE STANDARDS OF ITS DESIGNATED OPEN SPACE TYPE STATED IN CHAPTER 11 OF THE FRANKLIN ZONING ORDINANCE

NORTH
0 100 200 300 feet
SCALE: 1"=100'

811

Kimley»Horn
214 Oceanside Drive
Nashville, TN 37204
Main: 615.564.2701
www.kimley-horn.com
© 2020 Kimley-Horn and Associates, Inc.

KV+D KISER VOGRIN DESIGN
5005 Meridian Blvd. Ste. 100
Franklin, TN 37067
Main: 615.599.0067
www.kiservogrin.com

GARY MICHAEL VOGRIN REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 1293
07-01-2021

DEVELOPMENT PLAN
WEST FRANKLIN PARK
6100 & 6700 TOWER CIRCLE
FRANKLIN PROJECT # 7587
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	KMR
2	COF INITIAL SUBMITTAL	6/07/21	KMR
3	COF RE-SUBMITTAL	7/01/21	KMR

DESIGNED BY: GMV
DRAWN BY: CDG
CHECKED BY: KMR
DATE: 05/24/2021

KVD PROJECT NO. 20070

DRAWING TITLE:
DEVELOPMENT PLAN

SHEET NUMBER
C2.1

Copyright © 2020 By Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission.

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

RESOLUTION 2021-123

A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR WEST FRANKLIN PARK PUD SUBDIVISION FOR THE PROPERTY LOCATED NORTH OF MCEWEN DRIVE AND EAST OF INTERSTATE 65, 6100 AND 6700 TOWER CIRCLE.

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 2021-27; and

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

(a) Reducing or eliminating the inflexibility that sometimes results from strict application of zoning standards that were designed primarily for individual lots;

(b) Allowing greater freedom in selecting the means to provide access, light, open space, and design amenities;

(c) Encouraging a sensitive design that respects the surrounding established land use character and natural or man-made features of the site including, but not limited to, trees, historic features, streams, hillsides, and floodplains;

(d) Promoting quality design and environmentally sensitive development by allowing development to take advantage of special site characteristics, locations, and land uses; and

(e) Allowing deviations from certain zoning standards that would otherwise apply if not contrary to the general spirit and intent of this ordinance; and

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

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

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

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

PREMISES CONSIDERED

Map-Parcel	Acres
062 – 01424	1.90
062 – 01427	5.97
062 – 01431	4.99
062 – 01432	5.24
062 – 01433	5.76
062 – 01430	6.34
062 – 01435	2.58
Total	32.43

Law Dept. approved 07.14.21

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 West Franklin Park PUD Subdivision are as follows:

Entitlements	West Franklin Park PUD Subdivision
Base Zone District	Planned District (PD 17.11/320,116)
Other Zoning Overlays	FFO, FWO
Number of Dwelling Units	555
Number of Nonresidential Square Footage	320,116 SF
Number of Hotel Rooms	None
Open Space Requirements	Per City of Franklin Project # 2572
Number of Phases in Development	Three

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 2021-27, on third and final reading, the health, safety, and welfare of the citizens requiring it.

Eric S. Stuckey
City Administrator

Dr. Ken Moore
Mayor

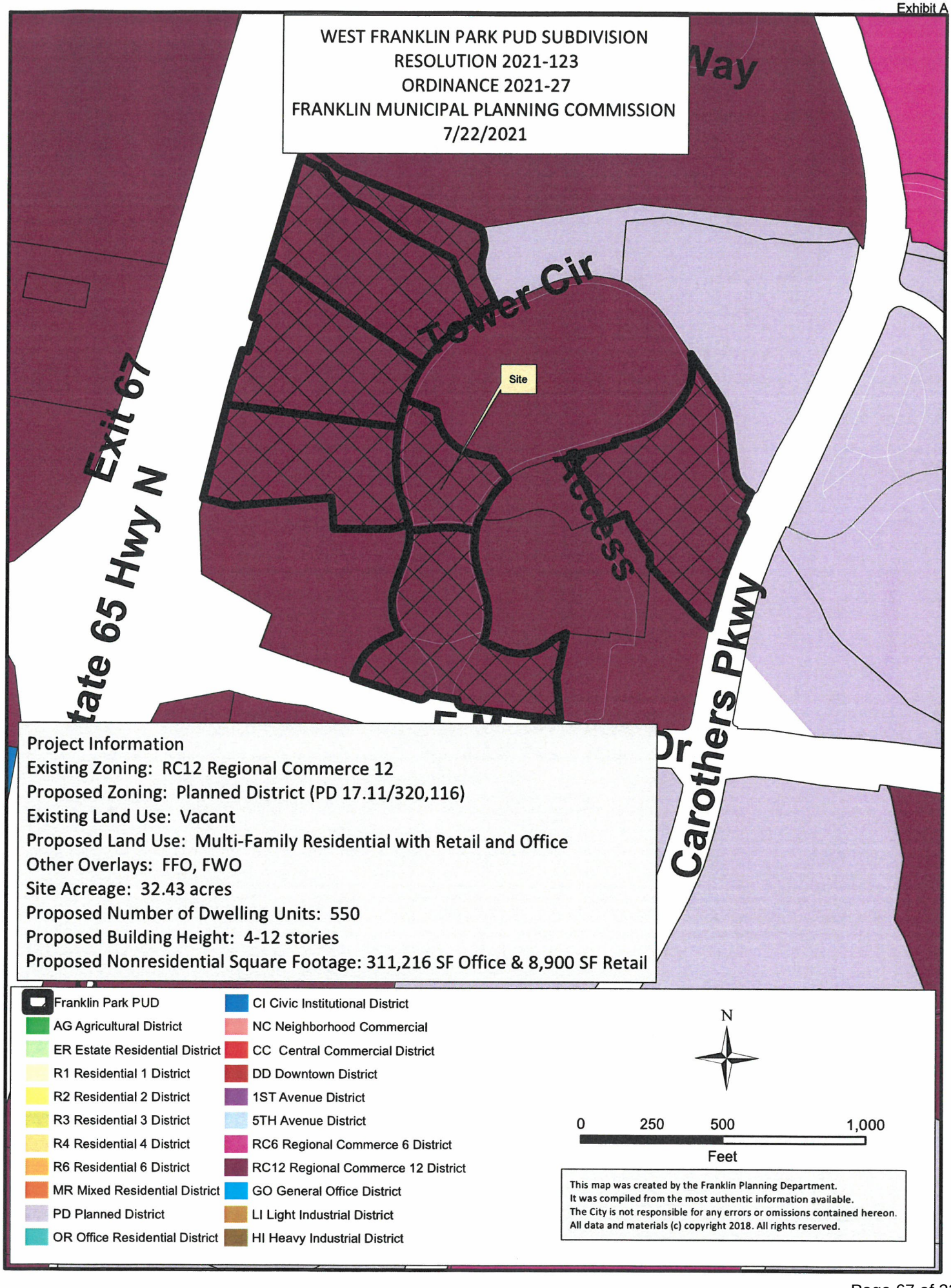
Approved as to form by:

Shauna R. Billingsley
City Attorney

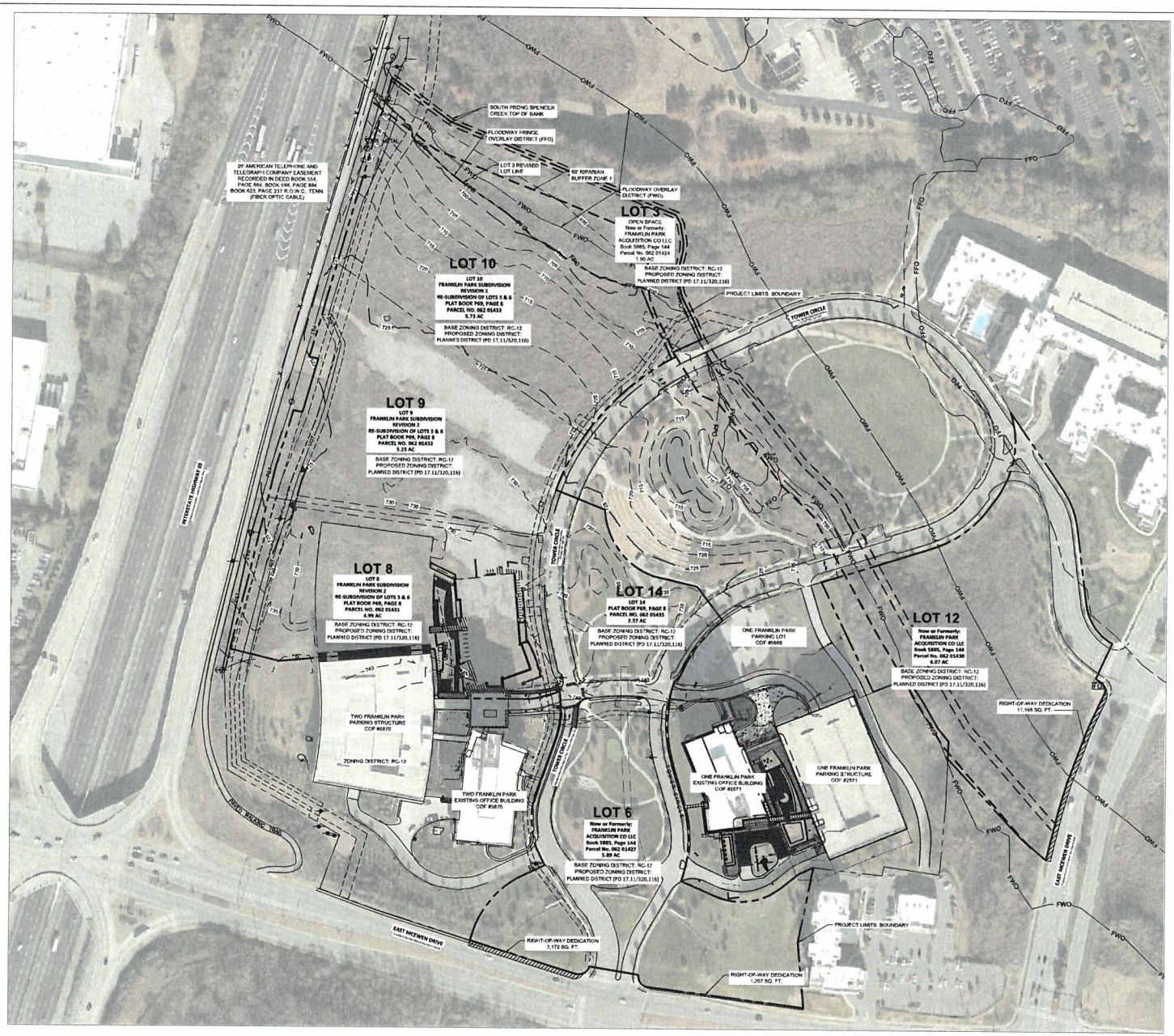
Law Dept. approved 07.14.21

PREAPPLICATION CONFERENCE:	June 1, 2021
BOMA/FMPC JOINT CONCEPTUAL WORKSHOP:	June 24, 2021
NEIGHBORHOOD MEETING:	June 1, 2021
PLANNING COMMISSION RECOMMENDED APPROVAL:	July 22, 2021
PUBLIC HEARING AND BOMA APPROVAL:	September 14, 2021

Law Dept. approved 07.14.21


WEST FRANKLIN PARK PUD SUBDIVISION
RESOLUTION 2021-123
ORDINANCE 2021-27
FRANKLIN MUNICIPAL PLANNING COMMISSION
7/22/2021
Way
Tower Cir
Site
Exit 67
tate 65 Hwy N
Access
Carothers Pkwy
Project Information
Existing Zoning: RC12 Regional Commerce 12
Proposed Zoning: Planned District (PD 17.11/320,116)
Existing Land Use: Vacant
Proposed Land Use: Multi-Family Residential with Retail and Office
Other Overlays: FFO, FWO
Site Acreage: 32.43 acres
Proposed Number of Dwelling Units: 550
Proposed Building Height: 4-12 stories
Proposed Nonresidential Square Footage: 311,216 SF Office & 8,900 SF Retail
Franklin Park PUD
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
N
0 250 500 1,000
Feet
This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
All data and materials (c) copyright 2018. All rights reserved.

Resolution 2021-123
Exhibit B



PARCEL DATA CHART

LOT 3:
PARCEL NUMBER: 062 01424
BASE ZONING DISTRICT: RC-12
PROPOSED ZONING DISTRICT: PD (17.11/320,116)
LOT ACREAGE: 1.90 AC

LOT 6:
PARCEL NUMBER: 062 01427
BASE ZONING DISTRICT: RC 12
PROPOSED ZONING DISTRICT: PD (17.11/320,116)
LOT ACREAGE: 5.89 AC

LOT 8:
PARCEL NUMBER: 062 01431
BASE ZONING DISTRICT: RC-12
PROPOSED ZONING DISTRICT: PD (17.11/320,116)
LOT ACREAGE: 4.99 AC

LOT 9:
PARCEL NUMBER: 062 01432
BASE ZONING DISTRICT: RC-12
PROPOSED TO ZONING DISTRICT: PD (17.11/320,116)
LOT ACREAGE: 5.24 AC

LOT 10:
PARCEL NUMBER: 062 01433
BASE ZONING DISTRICT: RC-12
PROPOSED ZONING DISTRICT: PD (17.11/320,116)
LOT ACREAGE: 5.76 AC

LOT 12:
PARCEL NUMBER: 062 01430
BASE ZONING DISTRICT: RC-12
PROPOSED ZONING DISTRICT: PD (17.11/320,116)
LOT ACREAGE: 6.07 AC

LOT 14:
PARCEL NUMBER: 062 01435
BASE ZONING DISTRICT: RC-12
PROPOSED ZONING DISTRICT: PD (17.11/320,116)
LOT ACREAGE: 2.58 AC

TOTAL ACREAGE OF SITE TO BE REZONED: 32.43 AC

ENVISION FRANKLIN DESIGN CONCEPT: REGIONAL COMMERCE

GRAPHIC SCALE IN FEET
0 50 100 200

NORTH

Kimley»Horn
214 Oceanside Drive
Nashville, TN 37204
Phone: 615 564 2701
www.kimley-horn.com

KVD
KISER VOGRIN DESIGN
2003 Meridian Blvd Ste 100
Franklin, TN 37067
Main: 615 708 0567
www.kiservogrin.com

MARY McGOWAN
LICENSED LANDSCAPE ARCHITECT
STATE OF TENNESSEE
2721

REZONING PLAN
WEST FRANKLIN PARK
6100, 6700 TOWER CIRCLE
FRANKLIN PROJECT #7585
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	5/24/21	KAK
2	COF INITIAL SUBMITTAL	6/07/21	KAK
3	COF RE-SUBMITTAL	7/01/21	KAK

DESIGNED BY: LJA
DRAWN BY: LJA
CHECKED BY: MMC
DATE: 07/09/2021
KVD PROJECT NO. 20070
DRAWING TITLE: REZONING PLAN
SHEET NUMBER C1.0

Copyright © 2019 By Kiser + Vogrin Design, LLC. All rights reserved. This document or parts thereof, may not be reproduced in any form without written permission
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kiser + Vogrin Design, LLC. shall be without liability to Kiser + Vogrin Design, LLC.

File #: 21-06032

DATE: June 28, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Emily Wright, Director of Planning and Sustainability
Amy Diaz-Barriga, Asst Director of Planning Development
Joseph Bryan, Principal Planner

SUBJECT:

*Consideration Of Resolution 2024-07, A Resolution, As Amended, Approving A Development Plan For Preserve At Sheridan PUD Subdivision With 1 Modification Of Development Standards (Connectivity), For The Property Located West Of Franklin Road And South Of South Berrys Chapel Road, Located At 2247 South Berrys Chapel Road With Concurrence On Sections VI And VII And Without Concurrence On Section VIII By The Franklin Municipal Planning Commission
FMPC 2/22/24, 7-0; MOS1: Connectivity, 7-0; 6/27/24, concurrence on Section VI and VII, nonconcurrency on Section VIII, 6-0
WS 3/12/24
BOMA 5/14/24, 7-0 to defer to 5/28/24
BOMA 5/28/24, 7-0; MOS1: Connectivity, 6-1; with additional conditions of approval

PURPOSE:

PROJECT INFORMATION
COF Project Number: 8383
Applicant: Troy Gardner, Ragan Smith Associates
Owner: David Blackburn, DRB Preservation Trust

BACKGROUND/STAFF COMMENTS:
ADDITIONAL INFORMATION TO REVIEW
On May 28th, 2024, BOMA reviewed the Development Plan based on this Commission's recommendation. The BOMA voted to approve the development plan, by a vote of 7-0, and added additional conditions. The additional conditions stated:

-Lots 1 and 3 to front Rolling Rock Drive

-Remove any streetlights, multi-use paths, and sidewalks along South Berry's Chapel Road from the plans

-Remove Condition of Approval #31 for an emergency access connection to Echo Lane from the plans

At the June 27, 2024, FMPC meeting, the Planning Commission voted to concur only on the first two additional conditions. The FMPC did not agree with the removal of Condition of Approval #31, citing the fact that the Fire Chief came to speak about the importance of this connection for fire and life safety for the area.

PREVIOUS STAFF REPORT:
The applicant has submitted a development plan for the Preserve at Sheridan PUD Subdivision, which proposes 16 single-family residential lots on 52.61 acres. Envision Franklin places this parcel into the Large-Lot Residential Design Concept, which states that these areas, "reflect the established character of existing neighborhoods and often provides a transition between City and County subdivisions. New development should have a minimum lot size of one acre or more to fit contextually with surrounding neighborhoods. Neighborhoods should be designed around natural features to highlight forested areas, hillsides and hilltops, streams, and tree rows." The plan as submitted includes lots that range from 1 to 2 acres in size, maintaining the established character of existing subdivisions in the area. The plan also includes green space to protect natural and historical assets as well as a neighborhood amenity center.

MODIFICATION OF STANDARDS:

There is one Modification of Standards request with this plan.

MOS #1: Requesting to remove the required eastern connections of the PUD.

The applicant is requesting to remove the required vehicular connections to the parcels along the eastern boundary line of the PUD. Section 9.5.1(B) of the Zoning Ordinance states, "Street connections, street stubs, or internal drives shall be provided in every direction (north, south, east, and west)." There are two eastern access points required to connect to the two parcels along the eastern boundary. After reviewing the submittal, Staff can support removal of the eastern connection to the northern parcel due to the location of the stream and the proximity to S Berry's Chapel Road. For the eastern connection to the southern parcel, Staff will support a Modification of Standard with the following conditions: The ROW for a future road is dedicated, the future road is pre-graded to subgrade and a sign is installed at the end of the cul-de-sac stating, "This roadway shall be extended per the authority of the City of Franklin."

Staff recommends **approval, with conditions** of MOS #1.

PROCEDURAL REQUIREMENTS:
1. If the plan receives BOMA approval, 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 in all correspondence with any City department relative to this project.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

No staff recommendation.

RESOLUTION 2024-07
As Amended

A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR PRESERVE AT SHERIDAN PUD SUBDIVISION WITH 1 MODIFICATIONS OF DEVELOPMENT STANDARDS (CONNECTIVITY), FOR THE PROPERTY LOCATED WEST OF FRANKLIN ROAD AND SOUTH OF SOUTH BERRYS CHAPEL ROAD, LOCATED AT 2247 SOUTH BERRYS CHAPEL ROAD

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, has, or will, approve the zoning for the property as part of Ordinance 2024-09; 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
52-81.00	30.29
52-84.09	5.66
52-84.11	16.66
Total	52.61

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 Preserve at Sheridan PUD Subdivision are as follows:

Entitlements	Preserve at Sheridan PUD
Base Zone District	PD 0.30
Other Zoning Overlays	HHO
Number of Dwelling Units	16
Number of Nonresidential Square Footage	0
Number of Hotel Rooms	0
Open Space Requirements	15%
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 BOMA shall be made a part of this Resolution as though copied verbatim herein, and that a permanent record of the Development Plan, the exhibits accompanying the Development Plan, and all such conditions and restrictions shall be kept in the Franklin Planning and Sustainability Department.

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

MOS 1: **Connectivity – Request to remove connections to eastern properties.** Approved: __X___ Denied: _____	9.5.1(B) Vehicle Circulation - External Connectivity Approval without staff conditions. The ROW for a future road is dedicated, the future road is pre-graded to subgrade and a sign is installed at the end of the cul-de-sac stating, "This roadway shall be extended per the authority of the City of Franklin." *Staff recommended <u>disapproval</u>.*

SECTION VI. That the Development Plan shall be amended to require Lots 1 and 3 to face Rolling Rock Drive. No homes in the development shall front South Berry's Chapel Road.

SECTION VII. That the Development Plan shall be amended to remove any streetlights, multi-use paths, and sidewalks along South Berry's Chapel Road.

SECTION VIII. That the Development Plan shall be amended to remove Condition of Approval #31 that requires an emergency access connection to Echo Lane.

SECTION IX. That this Resolution shall take effect from and after the passage of Ordinance 2024-09, on third and final reading, the health, safety, and welfare of the citizens requiring it.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2024.

Attest:

By: _____
Angie Skarp
City Recorder

City of Franklin, Tennessee:

By:_____
Dr. Ken Moore
Mayor

Approved as to form by:

_____
Shauna R. Billingsley
City Attorney

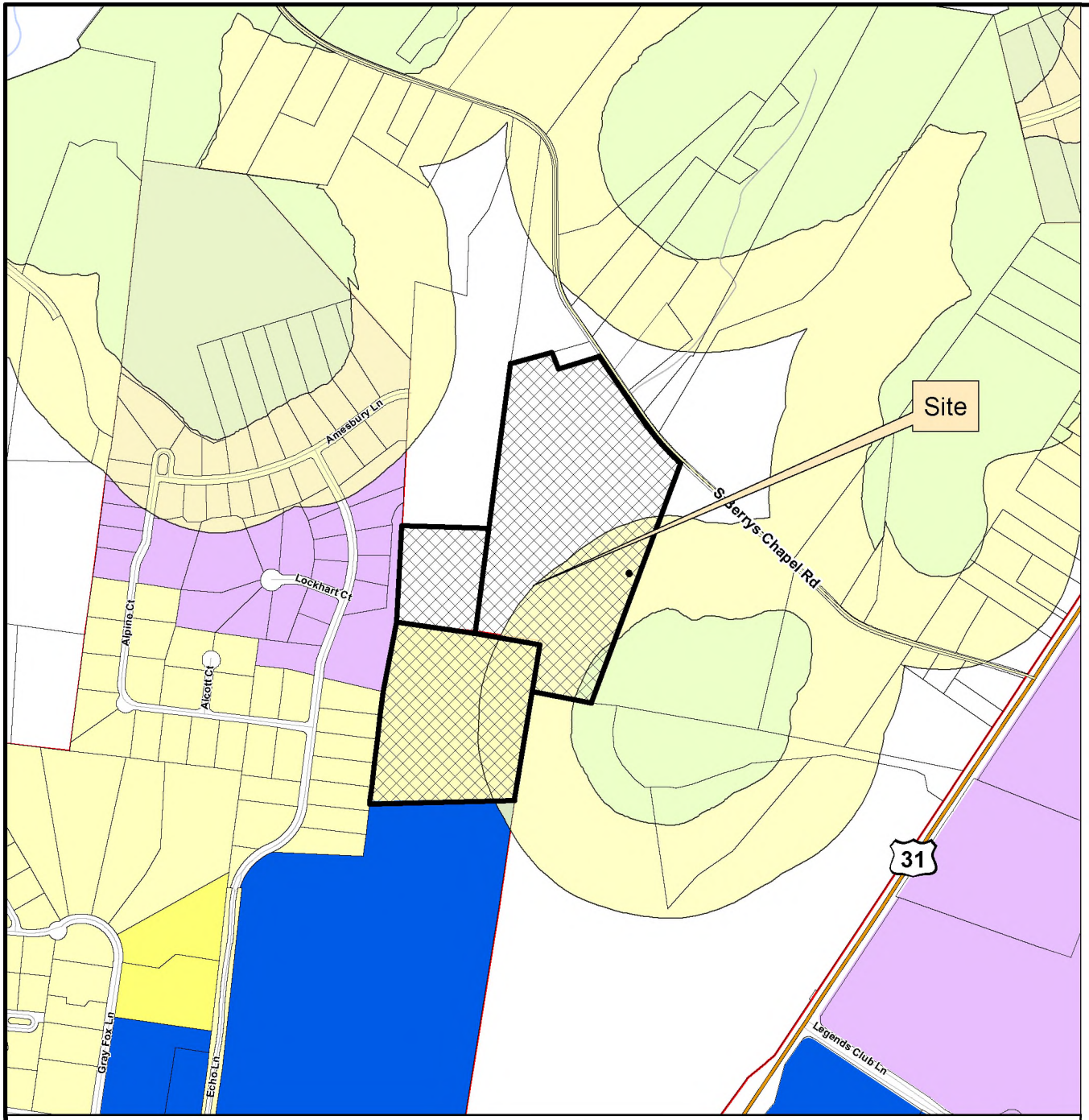
PREAPPLICATION CONFERENCE: _____1/2/24_____

BOMA/FMPC JOINT CONCEPTUAL WORKSHOP: _____1/25/24_____

NEIGHBORHOOD MEETING: _____1/4/24_____

PLANNING COMMISSION RECOMMENDED APPROVAL: _____

PUBLIC HEARING AND BOMA APPROVAL: _____



THE PRESERVE AT SHERIDAN PUD SUBDIVISION, REZONING AND DEVELOPMENT PLAN ORDINANCE 2024-09 RESOLUTION 2024-07

Project Information

Existing Zoning: MGA-1 (County), R-1 Residential
Proposed Zoning: PD (0.30)
Overlay Districts: HHO, 500' Buffer of HHO
Site Acreage: 52.61 acres
Proposed Number of Dwelling Units: 16
Proposed Nonresidential Square Footage: None

Legend

- The Preserve At Sheridan PUD Subdivision
- Hillside/Hillcrest Overlay
- 500 Ft Buffer of Hillside
- 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

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 2024. All rights reserved.

N

0 250 500 1,000
Feet

HISTORIC FRANKLIN TENNESSEE

THE PRESERVE AT SHERIDAN
PUD SUBDIVISION,
DEVELOPMENT PLAN

FOR

DRB PRESERVATION TRUST

CONTACTS

OWNER/DEVELOPER

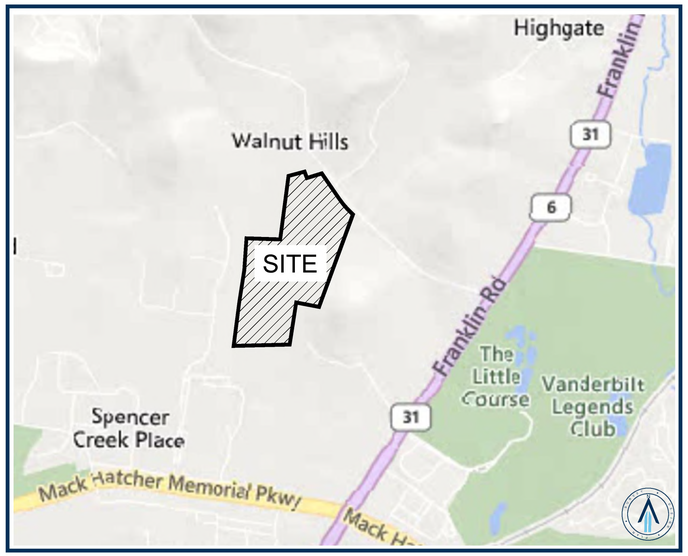
DAVID BLACKBURN
DRB PRESERVATION TRUST
381 MALLORY LANE, SUITE 207
FRANKLIN, TN, 37067
(615) 202-5040
david@blackburntn.com

CIVIL

GEORGE WELCH, PE
RAGANSMITH
315 WOODLAND STREET
NASHVILLE, TN 37206
(615) 244-8591
gwelch@ragansmith.com

LANDSCAPE ARCHITECTURE

TROY GARDNER, PLA
RAGANSMITH
315 WOODLAND STREET
NASHVILLE, TN 37206
(615) 244-8591
tgardner@ragansmith.com



LOCATION MAP
SCALE: 1"=1000'

2247 S Berry's Chapel Road
Franklin, TN 37069

Map 52 | Parcels 81, 84.09, & 84.11

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

INDEX OF SHEETS

SHEET	DESCRIPTION
CVR	COVER SHEET
CIVIL PLANS	
C1.0	EXISTING CONDITIONS
C2.0	DEVELOPMENT PLAN
C3.0	SITE GRADING & DRAINAGE PLAN
C4.0	R.O.W. & FIRE ACCESS PLAN
C4.1	R.O.W. & TRASH ACCESS PLAN
C5.0	UTILITY PLAN
C6.0	PHASING PLAN
C7.0	BUFFER MANAGEMENT PLAN
L1.0	TREE PRESERVATION PLAN
A1.0	ARCHITECTURAL ELEVATIONS
T1.0	TIA RECOMMENDATIONS

SITE DATA	
SITE INFORMATION	
Project Name:	The Preserve at Sheridan
City of Franklin Project No:	8383
Address:	2247 S Berry's Chapel Road Franklin, TN 37069
Map:	052
Parcels:	81, 84.09, 84.11
Acreage:	52.61 ac. / 2,291,691 s.f.
Vesting:	N/A
ZONING INFORMATION	
Base Zone:	81 & 84.11 MGA-1 (County) | 84.09 R-1
Proposed Zoning:	Planned Developement (PD 0.30)
Overlay Zoning:	HHO (81) , 500-HHO (81, 84.09)
Proposed Uses:	Single Family Residential, Sports Complex, Cemetery
Frontage Types Applied:	Yard Frontage, TYP. (Yard, Parking, or Landscape Frontage for Amenity Lot
Lot Width:	Varies, 100' min.
Lot Size:	1 ac. min., typ., 2 ac. min. within 500' Buffer of HHO
Setbacks:	
• Front Yard:	25' min., 60' typ.
• Side Yard:	25' min., 25' typ.
• Rear Yard:	25' min., 50' typ.
Dwelling Unit Count by Type:	16 Houses
Density:	PD 0.30 d.u./ac
Commercial SF, by Use:	N/A
Building Height:	2 ½ stories (max.)
Minimum LSA:	20%
Open Space Required:	5% min. (2.91 ac.)
Natural Area Required:	10% min. (5.83 ac.)
Tree Canopy Retention Acreage:	12.97 ac.
Parking Required, by Use:	32 spaces (2 per unit)
Parking Provided, by Use:	32 spaces min.
Historic Resource Treatment:	No
Phasing:	Two Phases
• Phase 1	All roads, utilities, infrastructure, Lots 6-14
• Phase 2	Lots 1-5 & 15-16

DEVELOPMENT STANDARDS	
Development Standard	Version / Date
Zoning Ordinance	1/1/2023
Subdivision Regulations	1/1/2022
Historic District Design Guidelines	5/30/2022
Transportation & Street Technical Standards	7/1/2021
Stormwater BMP Manual	7/1/2021
Technical Specifications for Utility Installation	10/13/2020
Municipal Code	9/11/2023

MODIFICATION OF STANDARDS
Modification of standards are requested for Section 9.5.1B.
1. A modification of standards is requested from the requirement to provide connectivity to the eastern property line. The majority of the eastern property boundary is within the HHO, within the 500' Buffer to the HHO, borders property that is within the HHO and/or 500' Buffer to the HHO, has slopes at or near 14% or greater, or has an existing stream with required buffers. There is only a small portion of the eastern property boundary, approximately 190' long, that could feasibly provide a street stub to the east. However this location is within such close proximity to South Berry's Chapel Road that it would not meet the City's minimum distance between intersections as listed on Table 2.3 (2) of the Franklin Transportation & Street Technical Standards. Due to these environmental, physical, and technical constraints it is requested that these standards be modified to not require a cross access to the east.
PARKLAND IMPACT FEE
Per Chapter 25 of the Franklin Municipal Code, the Parkland Impact Fee is $4,304 per dwelling unit. For this site the Parkland Impact Fee is $68,864 ($4,304 x 16 dwelling units).
NOTES
Comprehensive review of roadway, stormwater, and utility elements by City of Franklin Staff will occur at the Site Plan stage. Project entitlements approved with this Development Plan do not constitute approval of the roadway, stormwater, and utility elements shown on the Development Plan. If, upon application of City of Franklin street, stormwater, and utility standards at the Site Plan stage, the applicant cannot achieve the maximum approved entitlements, the applicant shall be confined to the entitlements achievable from the application of said standards.

RaganSmith

Nashville - Murfreesboro - Chattanooga
ragansmith.com

TROY PATRICK GARDNER
REGISTERED
LANDSCAPE ARCHITECT
TENNESSEE NO. 3301
1/31/24

THE PRESERVE AT SHERIDAN
PUD SUBDIVISION,
DEVELOPMENT PLAN
FOR
DRB PRESERVATION TRUST
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

Scale: 1"=1000'

Date: JANUARY 8, 2024

Approved By: TPG

Revisions:

-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
1	02/01/2024	PER CITY COMMENTS

Drawing Title:

COVER

Drawing No.

CVR

City of Franklin Project No.: 8383

Project No.

22-0131

G:\22\0131-CIVIL ENGINEERING\2-PLAN SHEETS\DEVELOPMENT PLAN\COVER.DWG
PLOTTED BY: PAYTEN KEPFABER ON: 2/1/2024 11:29 AM LAST UPDATED BY: PKEPFABER ON: 2/1/2024 9:29 AM

SITE DATA

SITE INFORMATION

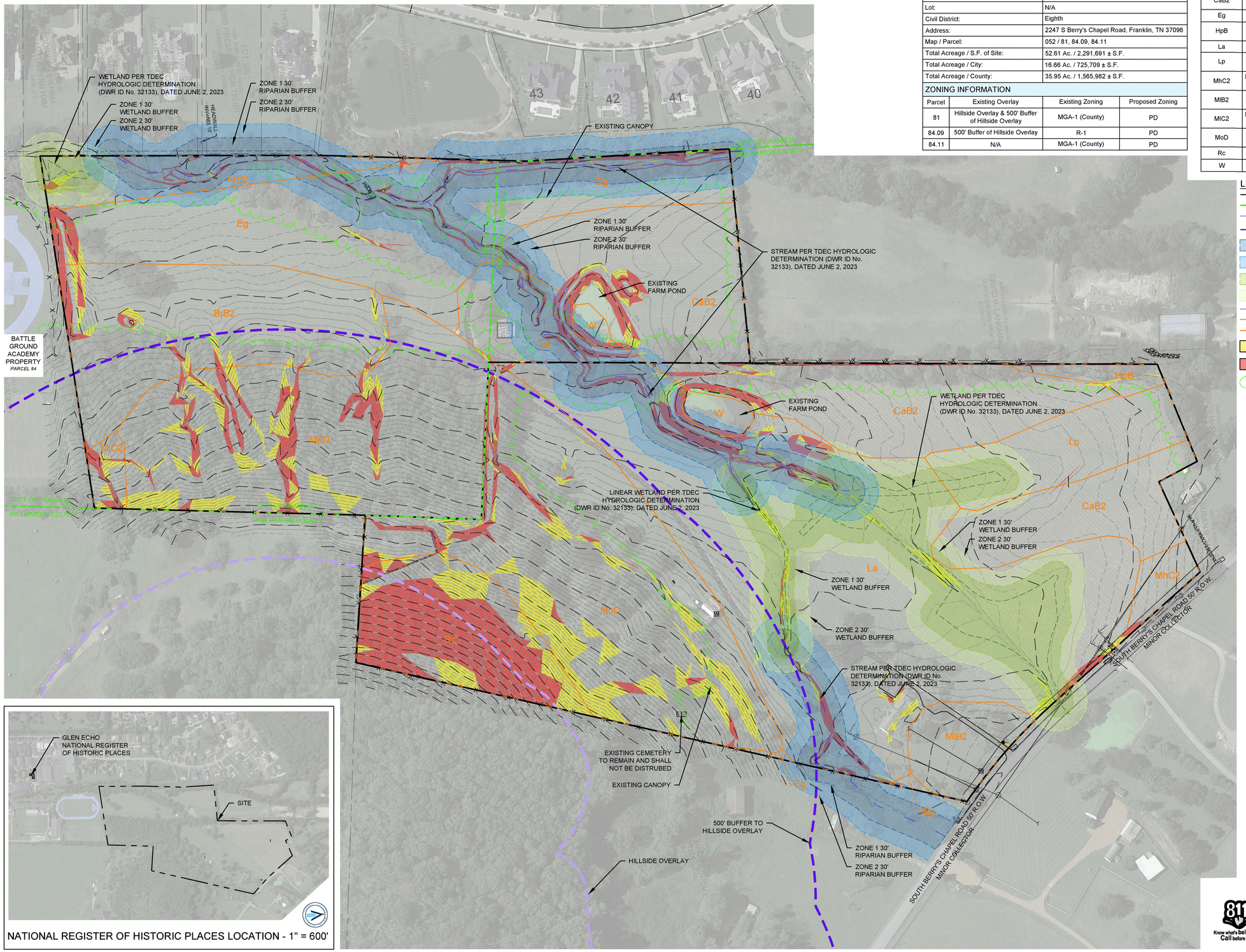
Project Name:	The Preserve at Sheridan
City of Franklin Project No.:	8383
Subdivision:	TBD
Lot:	N/A
Civil District:	Eighth
Address:	2247 S Berry's Chapel Road, Franklin, TN 37096
Map / Parcel:	052 / 81, 84.09, 84.11
Total Acreage / S.F. of Site:	52.61 Ac. / 2,291,691 ± S.F.
Total Acreage / City:	16.66 Ac. / 725,709 ± S.F.
Total Acreage / County:	35.95 Ac. / 1,565,982 ± S.F.

ZONING INFORMATION

Parcel	Existing Overlay	Existing Zoning	Proposed Zoning
81	Hillside Overlay & 500' Buffer of Hillside Overlay	MGA-1 (County)	PD
84.09	500' Buffer of Hillside Overlay	R-1	PD
84.11	N/A	MGA-1 (County)	PD

SOIL INFORMATION

Soil Symbol	Soil Properties	Acres	Percent
ArB2	Armour silt loam, 2 to 5 percent slopes, eroded	1.29	2.45%
BrB2	Braxton cherty silt loam, 2 to 5 percent slopes, eroded	4.02	7.64%
CaB2	Captina silt loam, phosphatic, 2 to 5 percent slopes, eroded	7.98	15.16%
Eg	Egam silt loam, phosphatic	6.19	11.77%
HpB	Humphreys gravelly silt loam, 2 to 5 percent	0.31	0.59%
La	Lanton silt loam, phosphatic	13.56	25.77%
Lp	Lindell silt loam, 0 to 2 percent slopes, occasionally flooded	1.72	3.27%
MhC2	Mimosa gravelly silt loam, 5 to 12 percent slopes, eroded	0.36	0.68%
MlB2	Mimosa silt loam, 2 to 5 percent slopes, eroded	0.93	1.77%
MlC2	Mimosa silt loam, 5 to 12 percent slopes, eroded	0.27	0.51%
MoD	Ashwood-Mimosa-Rock outcrop complex, 5 to 15 percent slopes	13.16	25.01%
Rc	Rockland	2.44	4.64%
W	Water	0.38	0.72%



NATIONAL REGISTER OF HISTORIC PLACES LOCATION - 1" = 600'

LEGEND

- PROPERTY BOUNDARY
- CITY / COUNTY BOUNDARY
- HILLSIDE OVERLAY
- 500' BUFFER TO THE HILLSIDE OVERLAY
- ZONE 1 30' RIPARIAN BUFFER
- ZONE 2 30' RIPARIAN BUFFER
- ZONE 1 30' WETLAND BUFFER
- ZONE 2 30' WETLAND BUFFER
- STREAM
- WETLAND
- SOILS
- SLOPE: 14% – 20%
- SLOPE: >20%
- EXISTING CANOPY

Know what's below. Call before you dig.

0 100 200

RaganSmith

Nashville - Murfreesboro - Chattanooga
ragansmith.com

TROY PATRICK GARDNER REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 329 AGRICULTURE COMMERCE TIMMER

THE PRESERVE AT SHERIDAN
PUD SUBDIVISION,
DEVELOPMENT PLAN
FOR
DRB PRESERVATION TRUST
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

Scale: 1"=100'

Date: JANUARY 8, 2024

Approved By: TPG

Revisions:

- - -
- - -
- - -
- - -
- - -
- - -

Drawing Title:

EXISITING CONDITIONS

Drawing No.

C1.0

City of Franklin Project No.: 8383

Project No.

22-0131

S:\2021\21-074-TN\ENGINEERING\CAD\SHEETS\EXISTING CONDITIONS.DWG
Plotted: 01/08/2024 - 8:23 AM By: Jeff Hammond
Last Saved By: Jeff Hammond on 01/08/2024 - 8:23 AM

NOTES

1. The Neighborhood Amenity Center is for the private use of the neighborhood only. The Neighborhood Amenity Center will include a clubhouse building with indoor sport courts, mail kiosk, and off-street parking.
2. Existing Farm Ponds are to remain undisturbed within the Riparian Buffer. Farm Pond areas outside of the Riparian Buffer may be altered.
3. Streets and roads shall be identified with approved signs. Temporary signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles. Signs shall be of an approved size, weather resistant, and be maintained until replaced by the permanent signs.
4. Homes on lots 8-12 and the Neighborhood Amenity Building will be sprinkled.

OPEN SPACE REQUIREMENTS

Total Acreage / s.f. of Site:	58.27 ± ac. / 2,538,230 s.f.
Minimum Open Space Required:	5%, 2.91 ac. (58.27 ac. x 0.05), 126,760 s.f.
(If Residential) Natural Area Required:	10%, 5.83 ac. (58.27 ac. x 0.10), 253,955 s.f.

OPEN SPACE PROVIDED

Key	Open Space Type	Area of Open Space	Hardscape Area (S.F.)	Hardscape Area (%)	Stormwater Feature Included? Y/ N
1	Neighborhood Amenities	7.5%, 4.38 ac	n/a	n/a	Y
2	Natural Areas	31%, 18.07 ac	n/a	n/a	Y
Total Provided:		22.45 ac			

COMPLIANCE WITH ENVISION FRANKLIN

Envision Franklin - Figure 4.1 (Design Concepts Map), identifies the design concept for this site as Large Lot Residential. This design concept reflects the established character of existing neighborhoods and often provides a transition between City and County subdivisions.

In keeping with the Large Lot Residential Design Concept this neighborhood proposes a typical minimum lot size of one acre, with lots located in the 500' Hillside Overlay Buffer having a minimum lot size of two acres. These lot sizes fit contextually with surrounding neighborhoods.

The natural features on this site include: streams, wetlands, farm ponds, wooded areas and tree rows. The proposed layout is sensitive to these features and proposes their preservation to the extent possible. Zone 1 & Zone 2 buffers are shown along all streams and wetlands with crossings only proposed to allow practical development of the site. Existing trees within the buffers and tree rows along the perimeter of the site are proposed to remain largely unaffected. Lots within the wooded areas will have modest clearing to allow for the development of the home sites, however the intent is to preserve the natural wooded feel to the extent possible.

SITE DATA

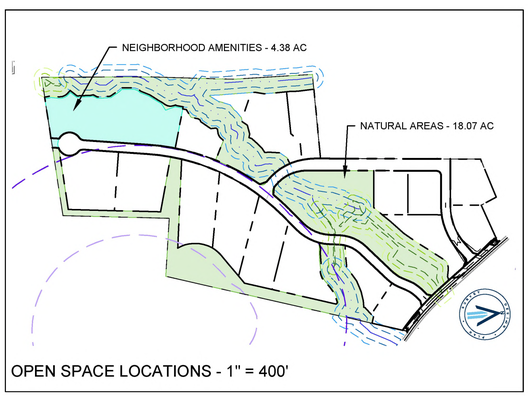
SITE INFORMATION

Project Name:	The Preserve at Sheridan
City of Franklin Project No:	8383
Address:	2247 S Berry's Chapel Road Franklin, TN 37069
Map:	052
Parcels:	81, 84.09, 84.11
Acreage:	52.61 ac. / 2,291,691 s.f.
Vesting:	N/A

ZONING INFORMATION

Base Zone:	81 & 84.11 MGA-1 (County) | 84.09 R-1
Proposed Zoning:	Planned Developement (PD 0.30)
Overlay Zoning:	HHO (81) , 500-HHO (81, 84.09)
Proposed Uses:	Single Family Residential, Neighborhood Amenity Center, Cemetery
Frontage Types Applied:	Yard Frontage, TYP. (Yard, Parking, or Landscape Frontage for Amenity Lot
Lot Width:	Varies, 100' min.
Lot Size:	1 ac. min., typ., 2 ac. min. within 500' Buffer of HHO
Setbacks:	
• Front Yard:	25' min., 60' typ.
• Side Yard:	25' min., 25' typ.
• Rear Yard:	25' min., 50' typ.
Dwelling Unit Count by Type:	16 Houses
Density:	PD 0.30 d.u./ac
Commercial SF, by Use:	N/A
Building Height:	2 ½ stories (max.)
Minimum LSA:	20%
Open Space Required:	5% min. (2.91 ac.)
Natural Area Required:	10% min. (5.83 ac.)
Tree Canopy Retention Acreage:	12.97 ac.
Parking Required, by Use:	32 spaces (2 per unit)
Parking Provided, by Use:	32 spaces min.
Historic Resource Treatment:	No
Phasing:	Two Phases
• Phase 1	All roads, utilities, infrastructure, Lots 6-14
• Phase 2	Lots 1-5 & 15-16

ZONE 1 30' WETLAND BUFFER
ZONE 2 30' WETLAND BUFFER
WETLAND PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023
HEADWALL W/ RIP-RAP SPLASH PAD
ZONE 1 30' RIPARIAN BUFFER
ZONE 2 30' RIPARIAN BUFFER
PROPOSED STORMWATER BASIN
PROPOSED SANITARY SEWER EASEMENT
PROPOSED STORMWATER BASIN
NEIGHBORHOOD AMENITIES
4.38 AC.±
• NOTE: THE NEIGHBORHOOD AMENITY CENTER IS FOR PRIVATE USE OF THE NEIGHBORHOOD ONLY. THE NEIGHBORHOOD AMENITY CENTER WILL INCLUDE A CLUBHOUSE BUILDING WITH INDOOR SPORT COURTS, MAIL KIOSK, AND OFF STREET PARKING.
52' PUBLIC R.O.W. DEDICATION
ROCK VALLEY COURT 62' PUBLIC R.O.W.
LOW VOLUME LOCAL STREET
8' ASPHALT PATH
8' MULCH NATURE PATH
PRESERVED OPEN SPACE
PROPOSED CONSERVATION EASEMENT
STREAM PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023
LINEAR WETLAND PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023
ZONE 1 30' WETLAND BUFFER
ZONE 2 30' WETLAND BUFFER
EXISTING CEMETERY TO REMAIN AND SHALL NOT BE DISTURBED
PROPOSED PEDESTRIAN ACCESS EASEMENT
STREAM PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023
500' BUFFER TO HILLSIDE OVERLAY
HILLSIDE OVERLAY
ZONE 1 30' RIPARIAN BUFFER
ZONE 2 30' RIPARIAN BUFFER
STREAM PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023
EXISTING FARM POND (SEE NOTE 2 ON THIS SHEET)
ROCK RIDGE TRAIL PUBLIC R.O.W. VARIES
LOW VOLUME LOCAL STREET
PROPOSED STORMWATER BASIN
WETLAND IMPACT AREA 3 ±4140 S.F. AREA PROPOSED TO BE MITIGATED
WETLAND IMPACT AREA 2 ±7 S.F. AREA PROPOSED TO BE MITIGATED
WETLAND IMPACT AREA 1 ±2892 S.F. AREA PROPOSED TO BE MITIGATED
SOUTH BERRY'S CHAPEL ROAD 50' R.O.W. MINOR COLLECTOR
12' CONCRETE MULTI-USE TRAIL
PROPOSED WIDENING OF EASTBOUND LANE OF SOUTH BERRY'S CHAPEL ROAD TO 12' WIDE
PROPOSED REPLACEMENT OF CULVERT
WETLAND PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023
PROPOSED R.O.W. DEDICATION MEASURED 40.5' FROM EXISTING CENTERLINE OF SOUTH BERRY'S CHAPEL ROAD
PROPOSED 30" CURB AND GUTTER
43 42 41 40 9* 2.19 AC.± 10* 2.03 AC.± 11* 2.11 AC.± 12* 2.11 AC.± 13* 2.01 AC.± 14* 2.03 AC.± 15 1.01 AC.± 16 1.04 AC.± 8 1.00 AC.± 7 1.91 AC.± 6 1.14 AC.± 5 1.05 AC.± 4 1.04 AC.± 3 1.47 AC.± 2 1.27 AC.± 1 1.06 AC.±



OPEN SPACE LOCATIONS - 1" = 400'

LEGEND

- PROPERTY BOUNDARY
- HILLSIDE OVERLAY
- 500' BUFFER TO THE HILLSIDE OVERLAY
- ZONE 1 30' RIPARIAN BUFFER
- ZONE 2 30' RIPARIAN BUFFER
- ZONE 1 30' WETLAND BUFFER
- ZONE 2 30' WETLAND BUFFER
- STREAM
- WETLAND
- WETLAND IMPACT AREA
- EXISTING CANOPY TO REMAIN
- PROPOSED CONSERVATION EASEMENT
- PROPOSED ACCESS EASEMENT
- 8' ASPHALT PATH
- 8' MULCH NATURE PATH

0 100 200

RaganSmith
Nashville - Murfreesboro - Chattanooga
ragansmith.com

TROY PATRICK GARDNER REGISTERED AGRICULTURE LANDSCAPE ARCHITECT TENNESSEE NO. 1301 — 2/1/24

THE PRESERVE AT SHERIDAN
PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
PRESERVATION TRUST
DRB PRE
CITY OF FRANK

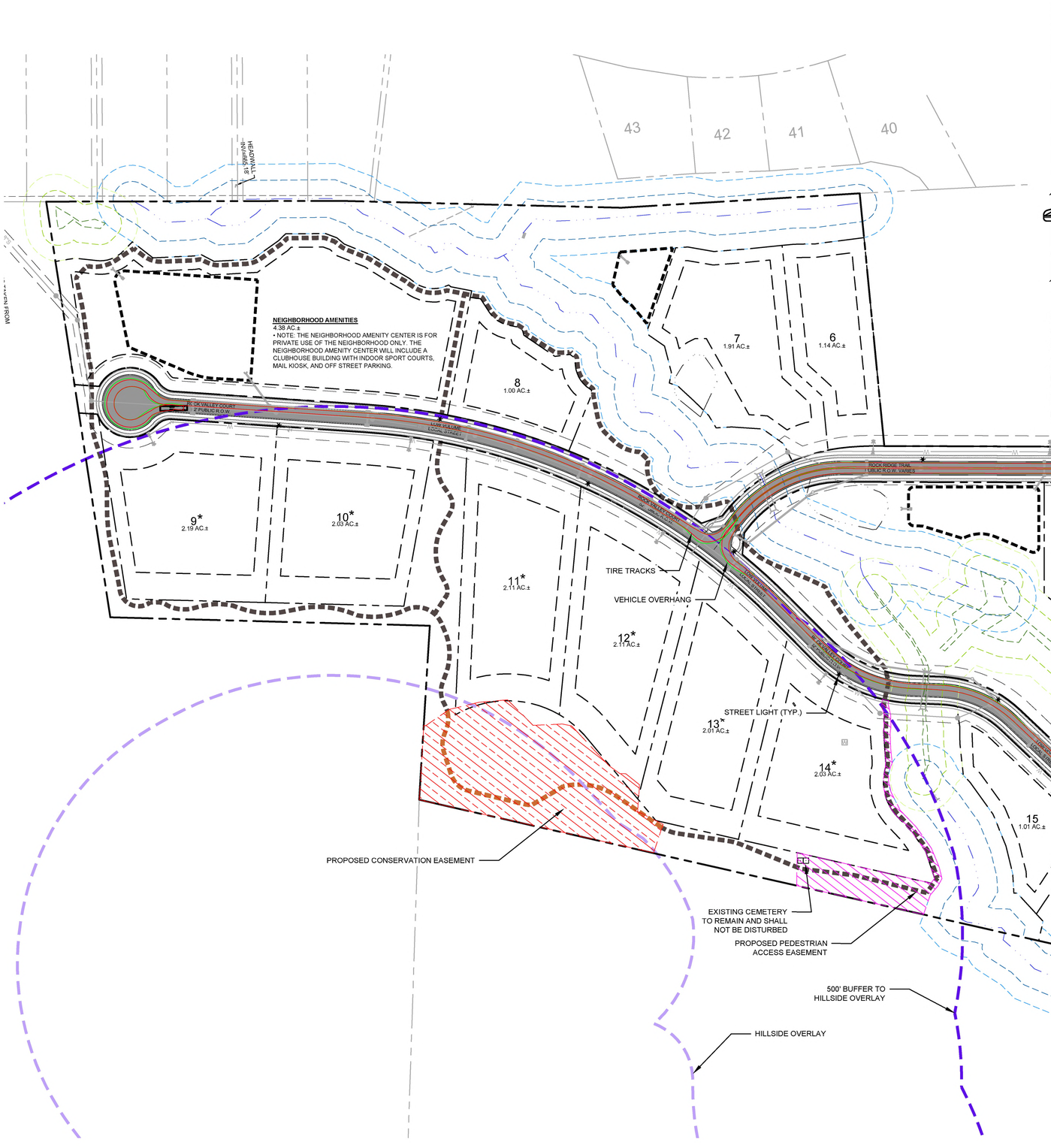
Scale: 1"=100'
Date: JANUARY 8, 2024
Approved By: TPG
Revisions:

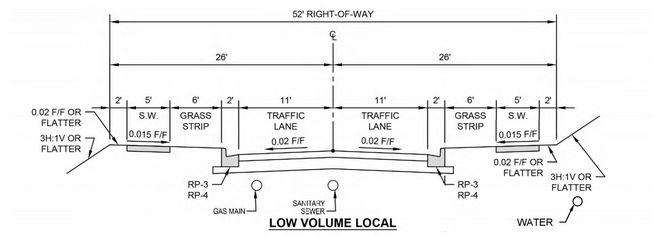
1	02/01/2024	PER CITY COMMENTS

Drawing Title:
DEVELOPMENT PLAN

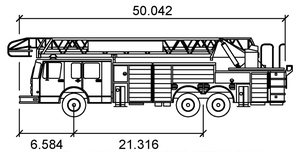
Drawing No.
C2.0
City of Franklin Project No.: 8383
Project No.
22-0131

G:\2022\11-CIVIL ENGINEERING\PLAN SHEETS\DEVELOPMENT PLANS\DEVELOPMENT PLAN.DWG
PLOTTED BY PAYTEN KEPFABER ON: 2/1/2024 11:05 AM LAST UPDATED BY PKEPFABER ON: 2/1/2024 11:05 AM





LOW VOLUME LOCAL



FRANKLIN FIRE TRUCK

NUMBER OF FRONT AXLES:	1
TRACK WIDTH:	8'
WHEELS ON FRONT AXLE:	2
NUMBER OF REAR AXLES:	2
TRACK WIDTH:	8'
WHEEL BASE:	21.316'
REAR AXLE SPACING:	4.417'
BODY LENGTH:	50.0417'
WIDTH:	8.333'
REAR OVERHANG:	22.1424'
TURNING RADIUS WALL TO WALL:	42'
MINIMUM DESIGN SPEED:	5 MPH

STATEMENT OF IMPACTS

THE PROJECT TRIPS FROM THIS DEVELOPMENT (SEE BELOW) ARE THE CITY OF FRANKLIN TRIP GENERATION CRITERIA FOR THE REQUIREMENT OF A TRAFFIC IMPACT ANALYSIS.

ROW & ACCESS DATA CHART

DAILY TRIPS:	187 TRIPS
AM PEAK HOUR TRIPS:	14 TRIPS (4 ENTERING, 10 EXITING)
PM PEAK HOUR TRIPS:	18 TRIPS (11 ENTERING, 7 EXITING)

ACCESS MANAGEMENT

MIN. DISTANCE BETWEEN INTERSECTION: 200'± (SEE PLAN)
MIN. DISTANCE BETWEEN HIGH VOLUME/ALLEYS & INTERSECTIONS: N/A
MIN. DISTANCE BETWEEN DRIVEWAY AND INTERSECTIONS: 50'±

DRIVEWAY WIDTH: 10' MIN. - 20' MAX.

LIGHTING NOTE:

ALL STREET LIGHTS SHALL HAVE A LED LIGHT SOURCE.

811 Know what's below. Call before you dig.

0 100 200

G:\2021\CIVIL ENGINEERING\PLAN SHEETS\DEVELOPMENT PLAN\ROW & ACCESS PLAN.DWG
PLOTTED BY PAYTEN KEPHART ON 3/1/2024 11:59 AM LAST UPDATED BY MASON ON 3/1/2024 11:59 AM

RaganSmith

Nashville - Murfreesboro - Chattanooga
ragansmith.com

GEORGE T. WELSH ENGINEER No. 022313 STATE OF TENNESSEE

THE PRESERVE AT SHERIDAN
PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
DRB PRESERVATION TRUST
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

Scale: 1"=100'

Date: JANUARY 8, 2024

Approved By: TPG

Revisions:

- - -
- - -
- - -
- - -
- - -
- - -

Drawing Title:

ROW & FIRE ACCESS PLAN

Drawing No.

C4.0

City of Franklin Project No.: 8383

Project No.

22-0131

TYPICAL HOME ARCHITECTURE EXAMPLES

TYPICAL NEIGHBORHOOD AMENITY CENTER ARCHITECTURE EXAMPLES

RaganSmith

Nashville - Murfreesboro - Chattanooga
ragansmith.com

TROY PATRICK GARDNER
REGISTERED
AGRICULTURE
COMMERCE
TENNESSEE NO. 328
LANDSCAPE ARCHITECT
1/12/24

THE PRESERVE AT SHERIDAN
PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
DRB PRESERVATION TRUST
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

Scale: NTS

Date: JANUARY 8, 2024

Approved By: TPG

Revisions:

- - -
- - -
- - -
- - -
- - -
- - -

Drawing Title:

ARCHITECTURAL ELEVATIONS

Drawing No.

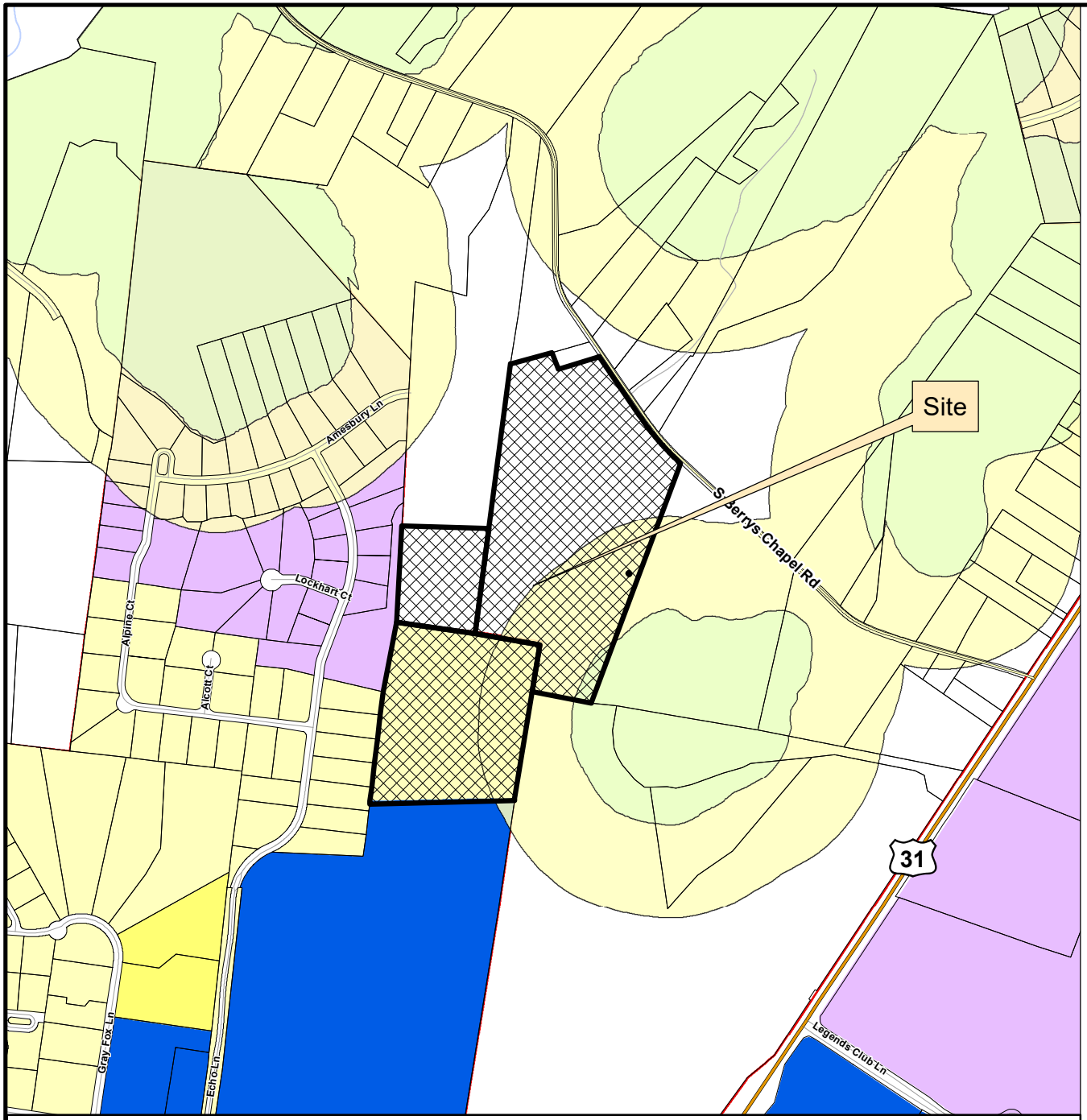
A1.0

City of Franklin Project No.: 8383

Project No.

22-0131

G:\22-0131-CIVIL ENGINEERING\2-PLAN SHEETS\DEVELOPMENT PLANS\ARCHITECTURAL PLANS.DWG
PLOTTED BY: FAYTEN KEITHABE ON: 2/1/2024 11:33 AM LAST UPDATED BY: PKEITHABE ON: 1/26/2024 9:42 AM



THE PRESERVE AT SHERIDAN PUD SUBDIVISION, REZONING AND DEVELOPMENT PLAN
ORDINANCE 2024-09
RESOLUTION 2024-07

Project Information

Existing Zoning: MGA-1 (County), R-1 Residential
Proposed Zoning: PD (0.30)
Overlay Districts: HHO, 500' Buffer of HHO
Site Acreage: 52.61 acres
Proposed Number of Dwelling Units: 16
Proposed Nonresidential Square Footage: None

Legend

- The Preserve At Sheridan PUD Subdivision
- Hillside/Hillcrest Overlay
- 500 Ft Buffer of Hillside
- 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

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 2024. All rights reserved.

N

0 250 500 1,000
Feet

HISTORIC FRANKLIN TENNESSEE

COF no: 8383

CONDITIONS OF APPROVAL:

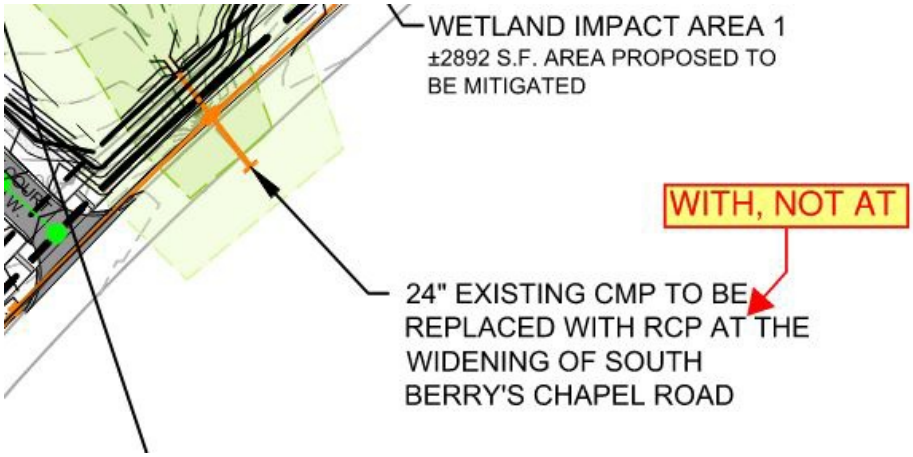
Open Issues: 16 These issues are currently being filtered

Engineering - Checklist

General Issues

49. Stormwater Management

lance.fittro@franklintn.gov Applicant shall revise the wording of the note regarding replacement of the 24" CMP to clarify that the full length of pipe will require replacement upon widening of the roadway. Extension or partial replacement of CMP with RCP will not be permitted.



71. Development Plan

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

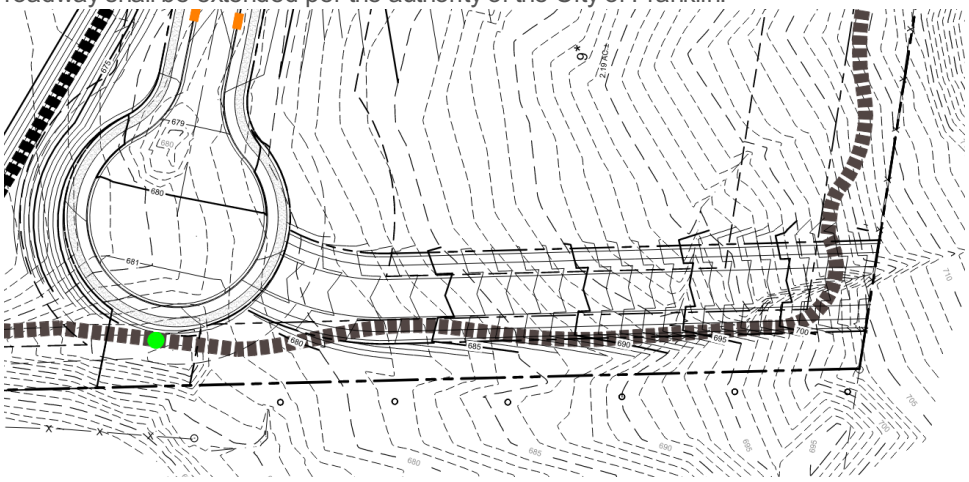
At the site plan stage, all roadway improvements shall be designed in accordance with the appropriate common standards as established by (A) the City of Franklin Transportation and Street Technical Standards, (B) the AASHTO Policy on Geometric Design of Highways and Streets, and (C) the Tennessee Department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

Engineering - Development Plan Checklist

General Issues

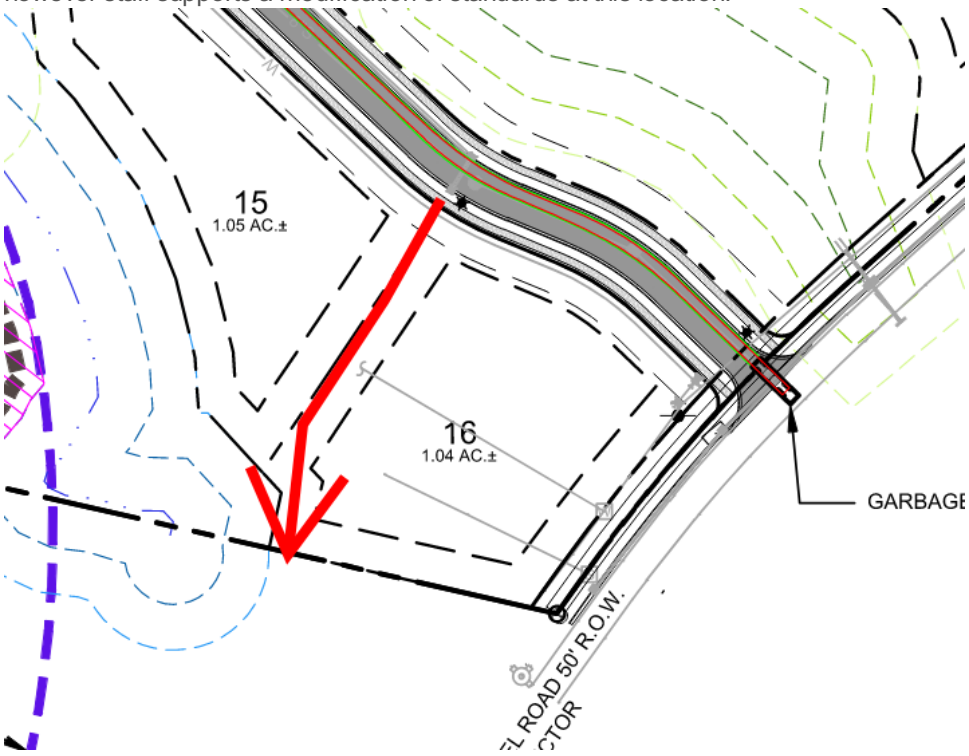
47. Connectivity

jimmy.wiseman@franklintn.gov The connection to the Meadows property is required by the Zoning Ordinance and staff still requires a connection. In this case, Staff will support a Modification of Standard with the following conditions: The ROW for a future road is dedicated, the future road is pre-graded to subgrade and a sign is installed at the end of the cul-de-sac stating "This roadway shall be extended per the authority of the City of Franklin."



?

The eastern connection near South Berry's Chapel is required by the Zoning Ordinance, however staff supports a modification of standards at this location.



65. Existing Utility Poles

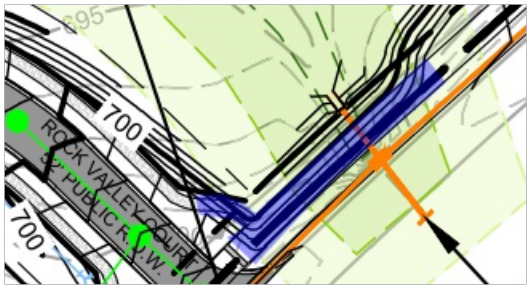
joe.marlo@franklintn.gov *The following shall remain open as a Condition of Approval, but **does not hinder approval of the Development Plan.***

At Site Plan, existing utility poles along the south side of South Berry's Chapel Road shall be relocated by the developer such that they are outside of the grass strip between back of curb and multi-use path.

75. Grading

joe.marlo@franklintn.gov *Revised grading shown (thank you), however some areas appear incorrect.*

Applicant shall show on drawings the conceptual grading for improvements along South Berry's Chapel Road, including that applicable for the multi-use path (see image below). The intent is to conceptually demonstrate that multi-use path can be constructed across the property frontage with the development proposed.



Engineering Review

General Issues

52. Traffic Memo

jimmy.wiseman@franklintn.gov While City staff generally agrees with the comment, we disagree with the delay and queue being presented in the traffic study for the northbound left turn. When an issue is known/observed for existing queuing and delay presented in a traffic study (in this case - PM peak NB left turn delay), it is up to the developer traffic consultant to modify the model to existing/observed conditions. Since there is known failure at this intersection, the developer shall be required to install a northbound left turn lane at the intersection of Franklin Road and Berrys Chapel Road. The turn lane must be installed and accepted by TDOT prior to the first Certificate of Occupancy in this development.

FIRE--Planning--DRT

General Issues

31. Emergency access

curt.edelmann@franklintn.gov

Condition of Approval:
The applicant shall provide a 16-foot emergency-access easement and 10-foot paved drive lane to connect the proposed development to Echo Lane.

Justification:
This condition is critical for emergency response, and we believe it is both a reasonable and responsible recommendation. Battle Ground Academy and Echo Estates developed without a secondary access route. As such, this is our best opportunity for any emergency access to the North. Our utmost concern is during a major incident (such as an Active Shooter/Hostile Event Response) at BGA and especially during special events, that gridlock will occur. Gridlock will prevent multiple police, fire, and EMS units from reaching the campus quickly. Additionally, it reduces our ability to quickly move patients, student, and the public away from the campus.

Although the applicant has proposed future connectivity to Echo Estates via Amesbury Lane, there is no guarantee that it will ever connect leaving this entire area at risk should the only road become blocked.

Technical Requirements:

- Provide an emergency access easement across an undeveloped residential lot that is owned by the developer.
- The emergency access lane shall be a minimum 10-foot wide, paved drive lane; that is completed when a base coat of asphalt is applied in any section.
- If gated, a powered gate and two-methods of emergency operation is required.

[Edited By Curt Edelmann]

Parks

General Issues

83. Parkland information

kevinl@franklintn.gov Parks-The Parkland agreement was fully executed on 1-19-24 and will be on the BOMA agenda "on behalf of" 2-13-24.

Planning

General Issues

85. Modification of Standards

joseph.bryan@franklintn.gov Staff can support the MOS request with conditions. See Comment 47 from Engineering Assistant Director Jimmy Wiseman for specific conditions of approval.

Stormwater

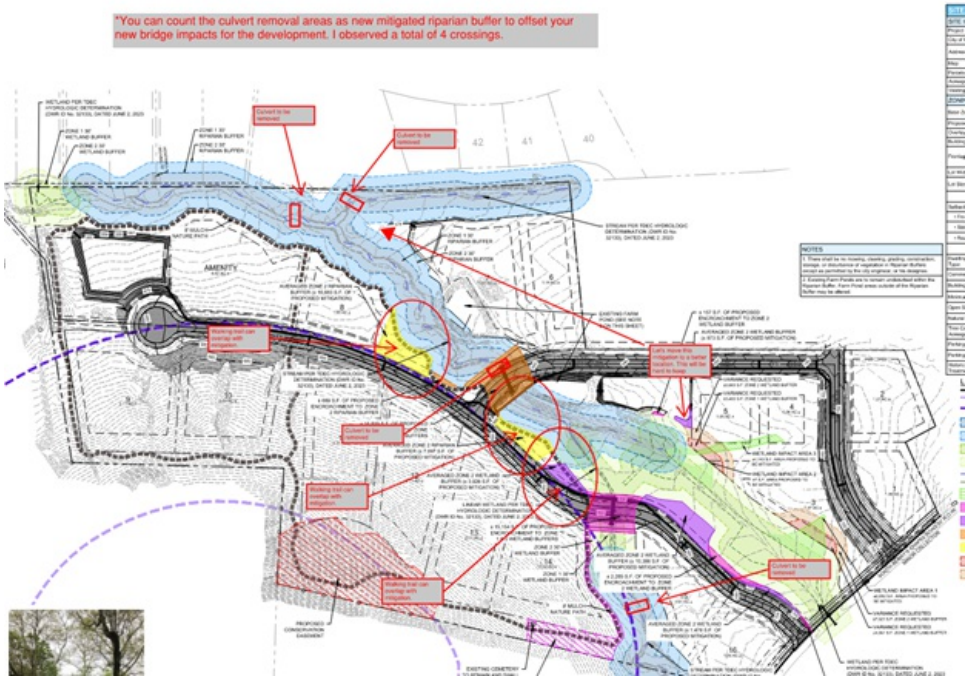
General Issues

14. Riparian Buffer

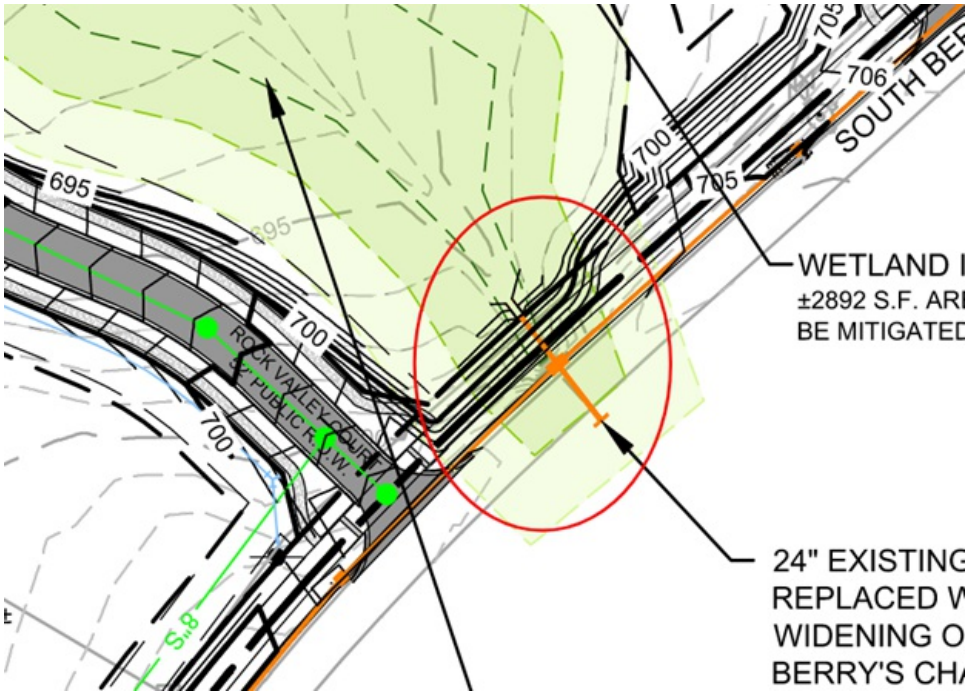
jeff.willoughby@franklintn.gov

It has been brought to my attention that Fire is requesting an access to Echo Estates that would require another stream crossing. This will be required to be shown on the buffer management sheets and may kick the encroachment into a stormwater variance and/or Appeals Board submittal.

The stream crossing haven't been shown for removal based on email correspondence on 1/31.



Lastly it appears wetland impacts shown below are not shown as encroachment for the grading and outlet installation.



[Edited By Jeff Willoughby]

15. Riparian Buffer

jeff.willoughby@franklintn.gov	• The mulched trail is going through new/mitigated riparian buffer. This can not overlap. I'm fine with leaving the trail shown as is, but you can't count mitigation within the trail or next to it, if it intends to be maintained on either side any. So you will need to find adjacent areas for the mitigation.. [Edited By Jeff Willoughby]

16. Riparian Buffer

jeff.willoughby@franklintn.gov	Pending comment from Fire regarding additional emergency access that would require another stream crossing.

78. Riparian Buffer

jeff.willoughby@franklintn.gov	Pending comment from Fire regarding additional emergency access that would require another stream crossing.

Water/Sewer

General Issues

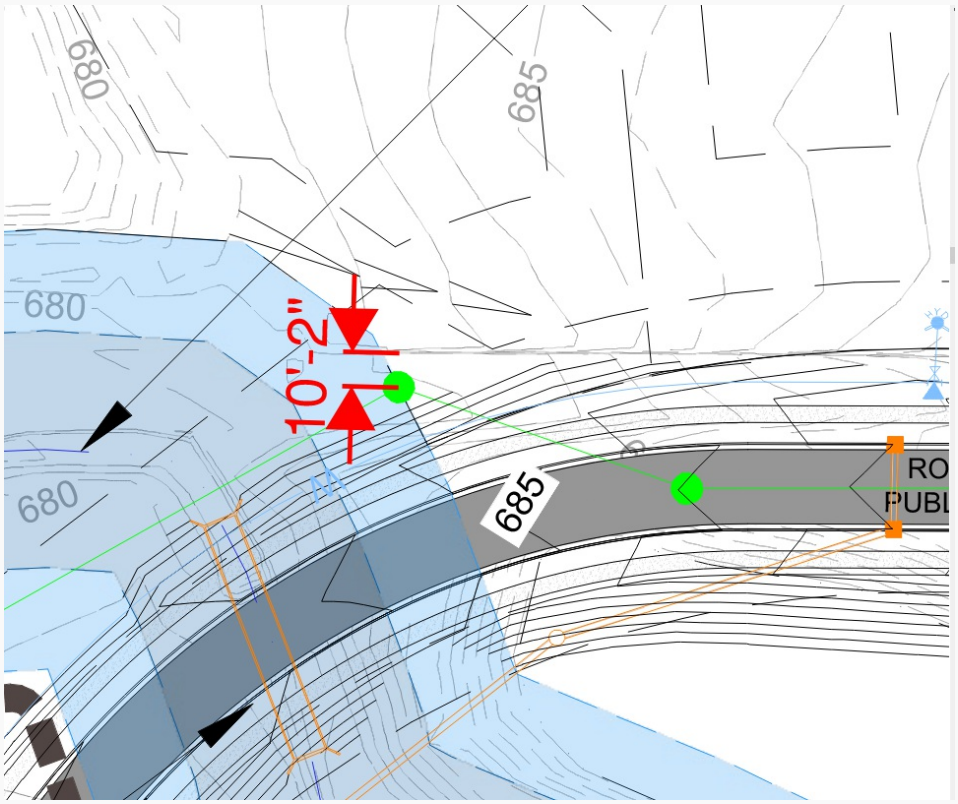
1. Availability

ben.mcneil@franklintn.gov	Staff Use Applicant has applied for availability for water and sewer. Application is on hold until annexation is completed but availability will be granted contingent on any conditions that may arise through development plan review.

62. Clarification on sanitary sewer

ben.mcneil@franklintn.gov	The existing wall must fully be clear of proposed sanitary sewer. The wall and easement must be clear as the construction of the wall is unknown, the wall must not have any bearing on the easement as the wall would not be permitted to remain.

ben.mcneil@franklintn.gov	The existing wall must fully be clear of proposed sanitary sewer. The wall and easement must be clear as the construction of the wall is unknown, the wall must not have any bearing on the easement as the wall would not be permitted to remain.



THE PRESERVE AT SHERIDAN
PUD SUBDIVISION, DEVELOPMENT PLAN

FOR

DRB PRESERVATION TRUST

CONTACTS

OWNER/DEVELOPER

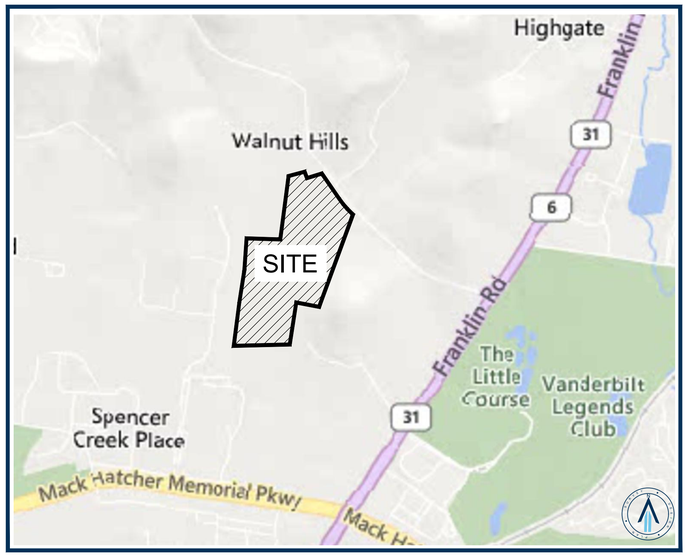
DAVID BLACKBURN
DRB PRESERVATION TRUST
381 MALLORY LANE, SUITE 207
FRANKLIN, TN, 37067
(615) 202-5040
david@blackburntn.com

CIVIL

GEORGE WELCH, PE
RAGANSMITH
315 WOODLAND STREET
NASHVILLE, TN 37206
(615) 244-8591
gwelch@ragansmith.com

LANDSCAPE ARCHITECTURE

TROY GARDNER, PLA
RAGANSMITH
315 WOODLAND STREET
NASHVILLE, TN 37206
(615) 244-8591
tgardner@ragansmith.com



LOCATION MAP
SCALE: 1"=1000'

2247 S Berry's Chapel Road
Franklin, TN 37069

Map 52 | Parcels 81, 84.09, & 84.11

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

INDEX OF SHEETS

SHEET	DESCRIPTION
CVR	COVER SHEET
CIVIL PLANS	
C1.0	EXISTING CONDITIONS
C2.0	DEVELOPMENT PLAN
C3.0	SITE GRADING & DRAINAGE PLAN
C4.0	R.O.W. & FIRE ACCESS PLAN
C4.1	R.O.W. & TRASH ACCESS PLAN
C5.0	UTILITY PLAN
C6.0	PHASING PLAN
C7.0	BUFFER MANAGEMENT PLAN
L1.0	TREE PRESERVATION PLAN
A1.0	ARCHITECTURAL ELEVATIONS
T1.0	TIA RECOMMENDATIONS

SITE DATA	
SITE INFORMATION	
Project Name:	The Preserve at Sheridan
City of Franklin Project No:	8383
Address:	2247 S Berry's Chapel Road Franklin, TN 37069
Map:	052
Parcels:	81, 84.09, 84.11
Acreage:	52.61 ac. / 2,291,691 s.f.
Vesting:	N/A
ZONING INFORMATION	
Base Zone:	81 & 84.11 MGA-1 (County) | 84.09 R-1
Proposed Zoning:	Planned Developement (PD 0.30)
Overlay Zoning:	HHO (81) , 500-HHO (81, 84.09)
Proposed Uses:	Single Family Residential, Sports Complex, Cemetery
Frontage Types Applied:	Yard Frontage, TYP. (Yard, Parking, or Landscape Frontage for Amenity Lot
Lot Width:	Varies, 100' min.
Lot Size:	1 ac. min., typ., 2 ac. min. within 500' Buffer of HHO
Setbacks:	
• Front Yard:	25' min., 60' typ.
• Side Yard:	25' min., 25' typ.
• Rear Yard:	25' min., 50' typ.
Dwelling Unit Count by Type:	16 Houses
Density:	PD 0.30 d.u./ac
Commercial SF, by Use:	N/A
Building Height:	2 ½ stories (max.)
Minimum LSA:	20%
Open Space Required:	5% min. (2.91 ac.)
Natural Area Required:	10% min. (5.83 ac.)
Tree Canopy Retention Acreage:	12.97 ac.
Parking Required, by Use:	32 spaces (2 per unit)
Parking Provided, by Use:	32 spaces min.
Historic Resource Treatment:	No
Phasing:	Two Phases
• Phase 1	All roads, utilities, infrastructure, Lots 6-14
• Phase 2	Lots 1-5 & 15-16

DEVELOPMENT STANDARDS	
Development Standard	Version / Date
Zoning Ordinance	1/1/2023
Subdivision Regulations	1/1/2022
Historic District Design Guidelines	5/30/2022
Transportation & Street Technical Standards	7/1/2021
Stormwater BMP Manual	7/1/2021
Technical Specifications for Utility Installation	10/13/2020
Municipal Code	9/11/2023

MODIFICATION OF STANDARDS

Modification of standards are requested for Section 9.5.1B.

1. A modification of standards is requested from the requirement to provide connectivity to the eastern property line. The majority of the eastern property boundary is within the HHO, within the 500' Buffer to the HHO, borders property that is within the HHO and/or 500' Buffer to the HHO, has slopes at or near 14% or greater, or has an existing stream with required buffers. There is only a small portion of the eastern property boundary, approximately 190' long, that could feasibly provide a street stub to the east. However this location is within such close proximity to South Berry's Chapel Road that it would not meet the City's minimum distance between intersections as listed on Table 2.3 (2) of the Franklin Transportation & Street Technical Standards. Due to these environmental, physical, and technical constraints it is requested that these standards be modified to not require a cross access to the east.

PARKLAND IMPACT FEE

Per Chapter 25 of the Franklin Municipal Code, the Parkland Impact Fee is $4,304 per dwelling unit. For this site the Parkland Impact Fee is $68,864 ($4,304 x 16 dwelling units).

NOTES

Comprehensive review of roadway, stormwater, and utility elements by City of Franklin Staff will occur at the Site Plan stage. Project entitlements approved with this Development Plan do not constitute approval of the roadway, stormwater, and utility elements shown on the Development Plan. If, upon application of City of Franklin street, stormwater, and utility standards at the Site Plan stage, the applicant cannot achieve the maximum approved entitlements, the applicant shall be confined to the entitlements achievable from the application of said standards.

RaganSmith

Nashville - Murfreesboro - Chattanooga
ragansmith.com

TROY PATRICK GARDNER REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 1001 AGRICULTURE COMMERCE

THE PRESERVE AT SHERIDAN
PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
DRB PRESERVATION TRUST
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

Scale: 1"=1000'

Date: JANUARY 8, 2024

Approved By: TPG

Revisions:

-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
1	02/01/2024	PER CITY COMMENTS

Drawing Title:

COVER

Drawing No.

CVR

City of Franklin Project No.: 8383

Project No.

22-0131

G:\22-0131-CIVIL ENGINEERING\2-PLAN SHEETS\DEVELOPMENT PLAN\CVR.DWG
PLOTTED BY PATTEN KEITH RABER ON: 2/1/2024 11:24 AM LAST UPDATED BY PKEITHRABER ON: 2/1/2024 9:24 AM

SITE DATA

SITE INFORMATION

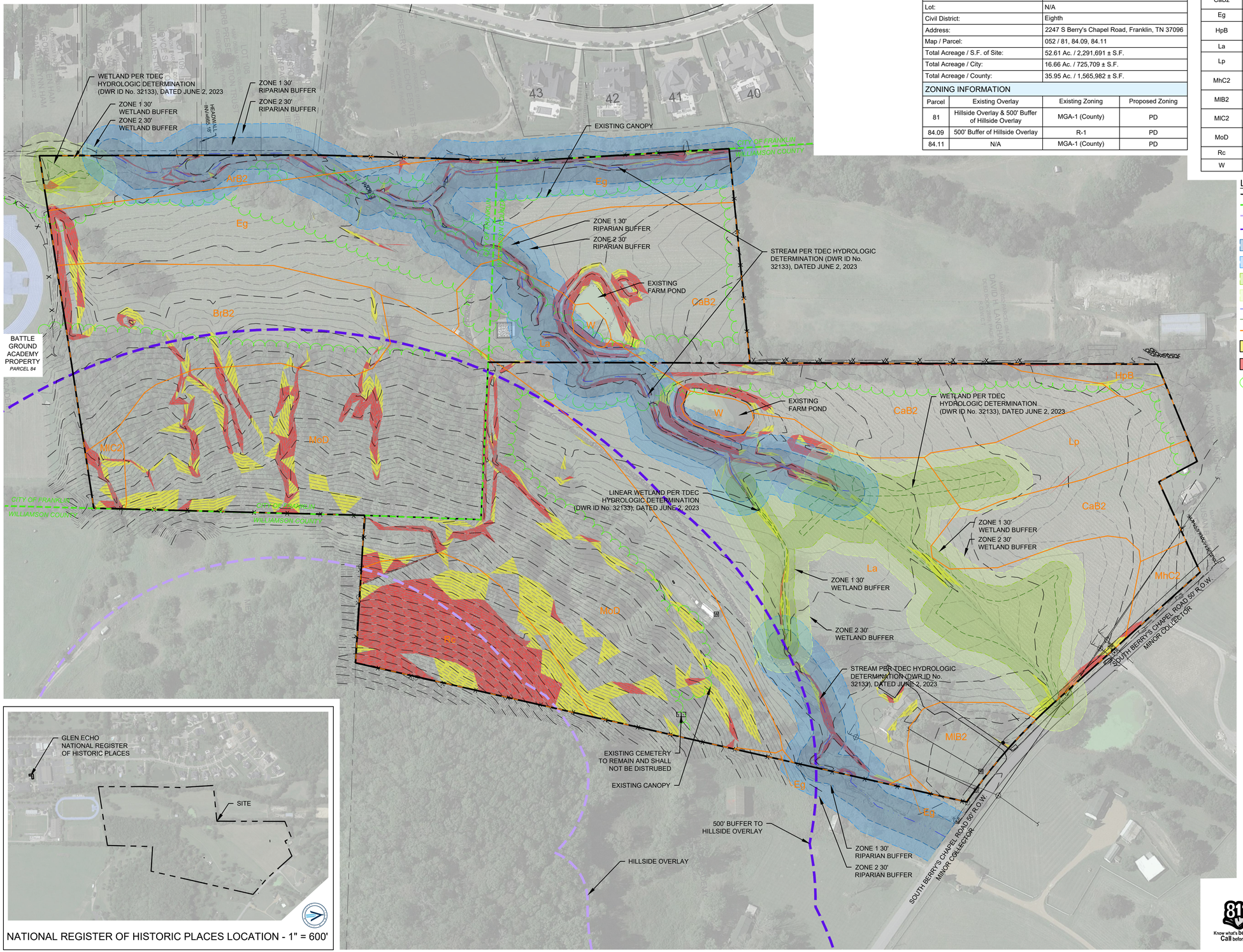
Project Name:	The Preserve at Sheridan
City of Franklin Project No.:	8383
Subdivision:	TBD
Lot:	N/A
Civil District:	Eighth
Address:	2247 S Berry's Chapel Road, Franklin, TN 37096
Map / Parcel:	052 / 81, 84.09, 84.11
Total Acreage / S.F. of Site:	52.61 Ac. / 2,291,691 ± S.F.
Total Acreage / City:	16.66 Ac. / 725,709 ± S.F.
Total Acreage / County:	35.95 Ac. / 1,565,982 ± S.F.

ZONING INFORMATION

Parcel	Existing Overlay	Existing Zoning	Proposed Zoning
81	Hillside Overlay & 500' Buffer of Hillside Overlay	MGA-1 (County)	PD
84.09	500' Buffer of Hillside Overlay	R-1	PD
84.11	N/A	MGA-1 (County)	PD

SOIL INFORMATION

Soil Symbol	Soil Properties	Acres	Percent
ArB2	Armour silt loam, 2 to 5 percent slopes, eroded	1.29	2.45%
BrB2	Braxton cherty silt loam, 2 to 5 percent slopes, eroded	4.02	7.64%
CaB2	Captina silt loam, phosphatic, 2 to 5 percent slopes, eroded	7.98	15.16%
Eg	Egam silt loam, phosphatic	6.19	11.77%
HpB	Humphreys gravelly silt loam, 2 to 5 percent	0.31	0.59%
La	Lanton silt loam, phosphatic	13.56	25.77%
Lp	Lindell silt loam, 0 to 2 percent slopes, occasionally flooded	1.72	3.27%
MhC2	Mimosa gravelly silt loam, 5 to 12 percent slopes, eroded	0.36	0.68%
MlB2	Mimosa silt loam, 2 to 5 percent slopes, eroded	0.93	1.77%
MlC2	Mimosa silt loam, 5 to 12 percent slopes, eroded	0.27	0.51%
MoD	Ashwood-Mimosa-Rock outcrop complex, 5 to 15 percent slopes	13.16	25.01%
Rc	Rockland	2.44	4.64%
W	Water	0.38	0.72%



NATIONAL REGISTER OF HISTORIC PLACES LOCATION - 1" = 600'

LEGEND

- PROPERTY BOUNDARY
- CITY / COUNTY BOUNDARY
- HILLSIDE OVERLAY
- 500' BUFFER TO THE HILLSIDE OVERLAY
- ZONE 1 30' RIPARIAN BUFFER
- ZONE 2 30' RIPARIAN BUFFER
- ZONE 1 30' WETLAND BUFFER
- ZONE 2 30' WETLAND BUFFER
- STREAM
- WETLAND
- SOILS
- SLOPE: 14% – 20%
- SLOPE: >20%
- EXISTING CANOPY

811 Know what's below. Call before you dig.

0 100 200

RaganSmith

Nashville - Murfreesboro - Chattanooga
ragansmith.com

TROY PATRICK GARDNER REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 329 AGRICULTURE COMMERCE

THE PRESERVE AT SHERIDAN
PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
DRB PRESERVATION TRUST
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

Scale: 1"=100'

Date: JANUARY 8, 2024

Approved By: TPG

Revisions:

- - -
- - -
- - -
- - -
- - -
- - -

Drawing Title:

EXISITING CONDITIONS

Drawing No.

C1.0

City of Franklin Project No.: 8383

Project No.

22-0131

D:\DOCS\19-DWL ENGINEERING\04-SHEETS\04-CONSET PLANS\DEVELOPING CONDITION.DWG
PLOTTED BY: PATRICK GARDNER ON JANUARY 24, 2024 - 8:31:33 AM

NOTES

1. The Neighborhood Amenity Center is for the private use of the neighborhood only. The Neighborhood Amenity Center will include a clubhouse building with indoor sport courts, mail kiosk, and off-street parking.
2. Existing Farm Ponds are to remain undisturbed within the Riparian Buffer. Farm Pond areas outside of the Riparian Buffer may be altered.
3. Streets and roads shall be identified with approved signs. Temporary signs shall be installed at each street intersection when construction of new roadways allows passage by vehicles. Signs shall be of an approved size, weather resistant, and be maintained until replaced by the permanent signs.
4. Homes on lots 8-12 and the Neighborhood Amenity Building will be sprinkled.

OPEN SPACE REQUIREMENTS

Total Acreage / s.f. of Site:	58.27 ± ac. / 2,538,230 s.f.
Minimum Open Space Required:	5%, 2.91 ac. (58.27 ac. x 0.05), 126,760 s.f.
(If Residential) Natural Area Required:	10%, 5.83 ac. (58.27 ac. x 0.10), 253,955 s.f.

OPEN SPACE PROVIDED

Key	Open Space Type	Area of Open Space	Hardscape Area (S.F.)	Hardscape Area (%)	Stormwater Feature Included? Y/ N
1	Neighborhood Amenities	7.5%, 4.38 ac	n/a	n/a	Y
2	Natural Areas	31%, 18.07 ac	n/a	n/a	Y
Total Provided:		22.45 ac			

COMPLIANCE WITH ENVISION FRANKLIN

Envision Franklin - Figure 4.1 (Design Concepts Map), identifies the design concept for this site as Large Lot Residential. This design concept reflects the established character of existing neighborhoods and often provides a transition between City and County subdivisions.

In keeping with the Large Lot Residential Design Concept this neighborhood proposes a typical minimum lot size of one acre, with lots located in the 500' Hillside Overlay Buffer having a minimum lot size of two acres. These lot sizes fit contextually with surrounding neighborhoods.

The natural features on this site include: streams, wetlands, farm ponds, wooded areas and tree rows. The proposed layout is sensitive to these features and proposes their preservation to the extent possible. Zone 1 & Zone 2 buffers are shown along all streams and wetlands with crossings only proposed to allow practical development of the site. Existing trees within the buffers and tree rows along the perimeter of the site are proposed to remain largely unaffected. Lots within the wooded areas will have modest clearing to allow for the development of the home sites, however the intent is to preserve the natural wooded feel to the extent possible.

SITE DATA

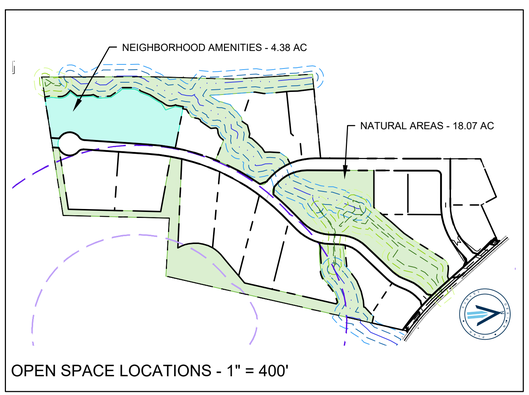
SITE INFORMATION

Project Name:	The Preserve at Sheridan
City of Franklin Project No:	8383
Address:	2247 S Berry's Chapel Road Franklin, TN 37069
Map:	052
Parcels:	81, 84.09, 84.11
Acreage:	52.61 ac. / 2,291,691 s.f.
Vesting:	N/A

ZONING INFORMATION

Base Zone:	81 & 84.11 MGA-1 (County) | 84.09 R-1
Proposed Zoning:	Planned Developement (PD 0.30)
Overlay Zoning:	HHO (81) , 500-HHO (81, 84.09)
Proposed Uses:	Single Family Residential, Neighborhood Amenity Center, Cemetery
Frontage Types Applied:	Yard Frontage, TYP. (Yard, Parking, or Landscape Frontage for Amenity Lot
Lot Width:	Varies, 100' min.
Lot Size:	1 ac. min., typ., 2 ac. min. within 500' Buffer of HHO
Setbacks:	
• Front Yard:	25' min., 60' typ.
• Side Yard:	25' min., 25' typ.
• Rear Yard:	25' min., 50' typ.
Dwelling Unit Count by Type:	16 Houses
Density:	PD 0.30 d.u./ac
Commercial SF, by Use:	N/A
Building Height:	2 ½ stories (max.)
Minimum LSA:	20%
Open Space Required:	5% min. (2.91 ac.)
Natural Area Required:	10% min. (5.83 ac.)
Tree Canopy Retention Acreage:	12.97 ac.
Parking Required, by Use:	32 spaces (2 per unit)
Parking Provided, by Use:	32 spaces min.
Historic Resource Treatment:	No
Phasing:	Two Phases
• Phase 1	All roads, utilities, infrastructure, Lots 6-14
• Phase 2	Lots 1-5 & 15-16

ZONE 1 30' WETLAND BUFFER
ZONE 2 30' WETLAND BUFFER
WETLAND PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023
HEADWALL W/ 18" RCP
ZONE 1 30' RIPARIAN BUFFER
ZONE 2 30' RIPARIAN BUFFER
PROPOSED STORMWATER BASIN
ZONE 1 30' RIPARIAN BUFFER
ZONE 2 30' RIPARIAN BUFFER
STREAM PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023
PROPOSED STORMWATER BASIN
NEIGHBORHOOD AMENITIES
4.38 AC.±
• NOTE: THE NEIGHBORHOOD AMENITY CENTER IS FOR PRIVATE USE OF THE NEIGHBORHOOD ONLY. THE NEIGHBORHOOD AMENITY CENTER WILL INCLUDE A CLUBHOUSE BUILDING WITH INDOOR SPORT COURTS, MAIL KIOSK, AND OFF STREET PARKING.
PROPOSED SANITARY SEWER EASEMENT
52' PUBLIC R.O.W. DEDICATION
EXISTING FARM POND (SEE NOTE 2 ON THIS SHEET)
8' ASPHALT PATH
8' MULCH NATURE PATH
PRESERVED OPEN SPACE
PROPOSED CONSERVATION EASEMENT
EXISTING CEMETERY TO REMAIN AND SHALL NOT BE DISTURBED
PROPOSED PEDESTRIAN ACCESS EASEMENT
STREAM PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023
500' BUFFER TO HILLSIDE OVERLAY
HILLSIDE OVERLAY
LINEAR WETLAND PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023
ZONE 1 30' WETLAND BUFFER
ZONE 2 30' WETLAND BUFFER
WETLAND IMPACT AREA 3 ±1149 S.F. AREA PROPOSED TO BE MITIGATED
WETLAND IMPACT AREA 2 ±7 S.F. AREA PROPOSED TO BE MITIGATED
WETLAND IMPACT AREA 1 ±2892 S.F. AREA PROPOSED TO BE MITIGATED
ZONE 1 30' RIPARIAN BUFFER
ZONE 2 30' RIPARIAN BUFFER
WETLAND PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023
PROPOSED R.O.W. DEDICATION MEASURED 40.5' FROM EXISTING CENTERLINE OF SOUTH BERRY'S CHAPEL ROAD
PROPOSED 30" CURB AND GUTTER
12' CONCRETE MULTI-USE TRAIL
PROPOSED WIDENING OF EASTBOUND LANE OF SOUTH BERRY'S CHAPEL ROAD TO 12' WIDE
PROPOSED REPLACEMENT OF CULVERT
SOUTH BERRY'S CHAPEL ROAD 50' R.O.W. MINOR COLLECTOR
ROCK VALLEY COURT 50' PUBLIC R.O.W.
ROCK RIDGE TRAIL PUBLIC R.O.W. VARIES
LOW VOLUME LOCAL STREET
43 42 41 40 9* 2.19 AC.± 10* 2.03 AC.± 11* 2.11 AC.± 12* 2.11 AC.± 13* 2.01 AC.± 14* 2.03 AC.± 8 1.00 AC.± 7 1.91 AC.± 6 1.14 AC.± 5 1.05 AC.± 4 1.04 AC.± 3 1.47 AC.± 2 1.27 AC.± 1 1.06 AC.± 15 1.01 AC.± 16 1.04 AC.±



OPEN SPACE LOCATIONS - 1" = 400'

LEGEND

- PROPERTY BOUNDARY
- HILLSIDE OVERLAY
- 500' BUFFER TO THE HILLSIDE OVERLAY
- ZONE 1 30' RIPARIAN BUFFER
- ZONE 2 30' RIPARIAN BUFFER
- ZONE 1 30' WETLAND BUFFER
- ZONE 2 30' WETLAND BUFFER
- STREAM
- WETLAND
- WETLAND IMPACT AREA
- EXISTING CANOPY TO REMAIN
- PROPOSED CONSERVATION EASEMENT
- PROPOSED ACCESS EASEMENT
- 8' ASPHALT PATH
- 8' MULCH NATURE PATH

0 100 200

RaganSmith
Nashville - Murfreesboro - Chattanooga
ragansmith.com

TROY PATRICK GARDNER REGISTERED AGRICULTURE ENTOMOLOGIST TENNESSEE NO. 1360 LANDSCAPE ARCHITECT 2/1/24

THE PRESERVE AT SHERIDAN
PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
DRB PRESERVATION TRUST
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

Scale: 1"=100'
Date: JANUARY 8, 2024
Approved By: TPG
Revisions:

1	02/01/2024	PER CITY COMMENTS

Drawing Title:
DEVELOPMENT PLAN

Drawing No.
C2.0
City of Franklin Project No.: 8383
Project No.
22-0131

G:\22-0131-CIVIL ENGINEERING\PLAN SHEETS\DEVELOPMENT PLAN\DEVELOPMENT PLAN.DWG
PLOTTED BY: PAYTEN KEEFHABER ON: 2/1/2024 11:28 AM LAST UPDATED BY: PKEEFHABER ON: 2/1/2024 11:50 AM

GRADING & DRAINAGE DATA CHART:

DRAINAGE:
TOTAL SITE AREA: 52.61 AC
EXISTING IMPERVIOUS AREA: 0.21 AC
PROPOSED IMPERVIOUS AREA: 13.5 AC
INCLUDING HOUSES
Proposed Rv VALUE: TBD AT SITE PLANS
PEAK FLOW RUNCOFF:
SITE PEAK FLOWS ARE TBD. PEAK FLOW ATTENUATION WILL OCCUR ON SITE AND DISCHARGES FROM THE SITE WILL NOT BE INCREASE.

GRADING
LIMITS OF DISTURBANCE: 17.8 AC
INCLUDING HOUSES
(33% OF PUD SITE AREA)

NOTE
THERE SHALL BE NO MOWING, CLEARING, GRADING, CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION IN RIPARIAN BUFFERS EXCEPT AS PERMITTED BY THE CITY ENGINEER, OR HIS DESIGNEE.

STATEMENT OF IMPACTS:

THE SITE IS DIVIDED BY A STREAM AND LINEAR WETLAND. EXISTING STORMWATER CURRENTLY FLOWS OVERLAND GENERALLY FROM THE NORTHEAST TO THE SOUTHWEST AND FROM THE NORTHWEST TO THE SOUTH EAST TOWARD THE EXISTING STREAM AND LINEAR WETLANDS.

THE SITE IS MOSTLY VACANT AND NO EXISTING STORMWATER QUALITY FEATURES EXIST CURRENTLY.

THE PROPOSED SITE DEVELOPMENT WILL COMPLY WITHT HE COF STORMWATER ORDINANCE FOR WATER QUALITY AND QUANTITY STANDARDS. STORMWATER PIPE CONVEYANCE CALCULATIONS WILL COMPLY WITH COF STANDARDS.

INITIAL PROPOSED STORMWATER STRATEGIES ARE DISPLAYED ON THIS SHEET. THE SITE STRATEGY IS TO UTILIZE STORMWATER BIORETENTION FOR WATER QUALITY, AND DETENTION FACILITIES FOR WATER QUANTITY AND PEAK FLOW ATTENUATION.

STORMWATER NARRATIVE

GREEN INFRASTRUCTURE PRACTICES ARE SHOWN FOR DESIGN INTENT ONLY AND ARE NOT INTENDED TO REPRESENT THE FINAL DESIGN. IT IS ANTICIPATED THAT BIORETENTION WILL BE USED FOR THIS DEVELOPMENT AS LISTED IN THE CITY OF FRANKLIN BEST MANAGEMENT PRACTICES STORMWATER MANAGEMENT MANUAL. FINAL WATER QUALITY MEASURES WILL BE PROPOSED AT SITE PLAN SUBMITTALS, AND ARE UNDERSTOOD TO NEED STAFF APPROVAL PRIOR TO IMPLEMENTATION.

GRADING & DRAINAGE GENERAL NOTES

1. GRADING PERMIT IS REQUIRED FOR ANY PROJECT DISTURBING MORE THAN 10,000 SF, ADDING MORE THAN 5,000 SF OF IMPERVIOUS SURFACE OR FOR ANY SITE GRADING REQUIRING STOCKPILING OF MATERIAL.
2. THE DEVELOPER SHALL PROVIDE THE NECESSARY LABOR AND SUPERVISION REQUIRED TO SUPPORT FIELD TESTING BY THE INDEPENDENT TESTING FIRM AND INSPECTIONS BY CITY OFFICIALS AT NO COST TO THE CITY. TEST REPORTS OF FIELD TESTING IF APPLICABLE SHALL BE SUBMITTED DIRECTLY TO THE STREET DEPARTMENT. DEFECTS DISCLOSED BY TESTS SHALL BE RECTIFIED.
3. AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL MAKE A FINAL INSPECTION OF THE PROJECT AFTER COMPLETION TO DETERMINE ACCEPTABILITY OF THE WORK AND FOR RELEASE OF PERFORMANCE BONDS IF REQUIRED. BEFORE THIS FINAL INSPECTION CAN BE MADE, THE ENGINEER RESPONSIBLE FOR THE PROJECT SHALL CERTIFY IN WRITING TOT HE CITY ENGINEER THAT THE WORK HAS BEEN COMPETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.
4. DRAINAGE FACILITIES INCLUDING, BUT NOT LIMITED TO, CULVERTS, DETENTION BASINS AND DITCHES, AS WELL AS, THE ROADWAY SUBGRADE, BASE STONE AND BINDER & SURFACE COARSE SHALL BE INSPECTED, TESTED AND GIVEN APPROVAL AT EAST STAGE OF INSTALLATION PRIOR TO PROCEEDING TO THE NEXT STAGE OF CONSTRUCTION. FINAL CONSTRUCTION INSPECTION FOR APPROVAL AND ACCEPTANCE OF STREETS AND DRAINAGE SYSTEMS WILL NOT BE GRANTED UNTIL ALL WORK HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED PLANS.
5. LOCATING AND COORDINATION FOR THE RELOCATED OF EXISTING UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR. TENNESSEE'S ONE-CALL AND THE CITY OF FRANKLIN UTILITY LOCATION SERVICE SHALL BE UTILIZED IN ADDITION TO COORDINATION WITH LOCAL UTILITY OWNERS. THE CONTRACTOR SHALL AT ALL TIMES PROTECT EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR COSTS DUE TO DAMAGE CAUSED TO ANY UTILITY LINES.
6. ENVIRONMENTAL PERMITTING PER JURISDICTIONAL DETERMINATION FROM TDEC/USACOE SHALL BE DONE WITH SITE PLANS.
7. ALL OFFSITE STORMWATER DRAINAGE FROM THE AREA NORTH OF SOUTH BERRY'S CHAPEL ROAD WILL BE BYPASSED VIA AN EXISTING 24" CULVERT PASSING UNDERNEATH SOUTH BERRY'S CHAPEL ROAD AND THE RECEIVING STREAM CONVEYANCE DOWNSTREAM.
8. THE FIRST DOWNSTREAM STRUCTURE FROM THE SITE IS THE ROADWAY BRIDGE LOCATED ON BATTLE GROUND ACADEMY'S CAMPUS OVER SPENCER CREEK.

ZONE 1 30' WETLAND BUFFER
ZONE 2 30' WETLAND BUFFER
ZONE 1 30' RIPARIAN BUFFER
ZONE 2 30' RIPARIAN BUFFER
WETLAND PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023
PROPOSED CONNECTION TO EXISTING SANITARY SEWER MH
PROPOSED SANITARY SEWER EASEMENT
DETENTION/WATER QUALITY STORMWATER AREA
NEIGHBORHOOD AMENITIES
4.38 AC.±
• NOTE: THE NEIGHBORHOOD AMENITY CENTER IS FOR PRIVATE USE OF THE NEIGHBORHOOD ONLY. THE NEIGHBORHOOD AMENITY CENTER WILL INCLUDE A CLUBHOUSE BUILDING WITH INDOOR SPORT COURTS, MAIL KIOSK, AND OFF STREET PARKING.
ROCK VALLEY COURT PUBLIC R.O.W.
LOW RIDGE COURT PUBLIC R.O.W.
ROCK RIDGE TRAIL PUBLIC R.O.W. VARIES
HIGH VOLUME COURT PUBLIC R.O.W.
STREAM CROSSING TO UTILIZE OPEN BOTTOM BOX SPANNING TOP OF BANK TO TOP OF BANK
LINEAR WETLAND PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023
STREAM PER TDEC HYDROLOGIC DETERMINATION (DWR ID No.32133), DATED JUNE 2, 2023
8' ASPHALT PATH
8' MULCH NATURE PATH
PROPOSED CONSERVATION EASEMENT
EXISTING CEMETERY TO REMAIN AND SHALL NOT BE DISTURBED
PROPOSED PEDESTRIAN ACCESS EASEMENT
48" EXISTING RCP
500' BUFFER TO HILLSIDE OVERLAY
HILLSIDE OVERLAY
WETLAND IMPACT AREA 3
±4143 S.F. AREA PROPOSED TO BE MITIGATED
WETLAND IMPACT AREA 2
±7 S.F. AREA PROPOSED TO BE MITIGATED
WETLAND IMPACT AREA 1
±2892 S.F. AREA PROPOSED TO BE MITIGATED
24" EXISTING CMP TO BE REPLACED WITH RCP AT THE WIDENING OF SOUTH BERRY'S CHAPEL ROAD
WETLAND PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023
SOUTH BERRY'S CHAPEL ROAD 50' R.O.W. MINOR COLLECTOR
1 1.06 AC.±
2 1.27 AC.±
3 1.47 AC.±
4 1.04 AC.±
5 1.05 AC.±
6 1.14 AC.±
7 1.91 AC.±
8 1.00 AC.±
9* 2.15 AC.±
10* 2.03 AC.±
11* 2.11 AC.±
12* 2.11 AC.±
13* 2.01 AC.±
14* 2.03 AC.±
15 1.01 AC.±
16 1.04 AC.±
*DENOTES A CRITICAL LOT. A CRITICAL LOT SITE GRADING PLAN WILL BE REQUIRED WITH THE BUILDING PERMIT SUBMITTAL

LEGEND
- PROPERTY BOUNDARY
- HILLSIDE OVERLAY
- 500' BUFFER TO THE HILLSIDE OVERLAY
- ZONE 1 30' RIPARIAN BUFFER
- ZONE 2 30' RIPARIAN BUFFER
- ZONE 1 30' WETLAND BUFFER
- ZONE 2 30' WETLAND BUFFER
- STREAM
- WETLAND
- WETLAND IMPACT AREA
- PROPOSED CONSERVATION EASEMENT
- PROPOSED ACCESS EASEMENT
- 8' ASPHALT PATH
- 8' MULCH NATURE PATH

0 100 200

Know what's below. Call before you dig.

RaganSmith
Nashville - Murfreesboro - Chattanooga
ragansmith.com

GEORGE T. WELDON JR. REGISTERED ENGINEER LICENSE No. 022313 STATE OF TENNESSEE

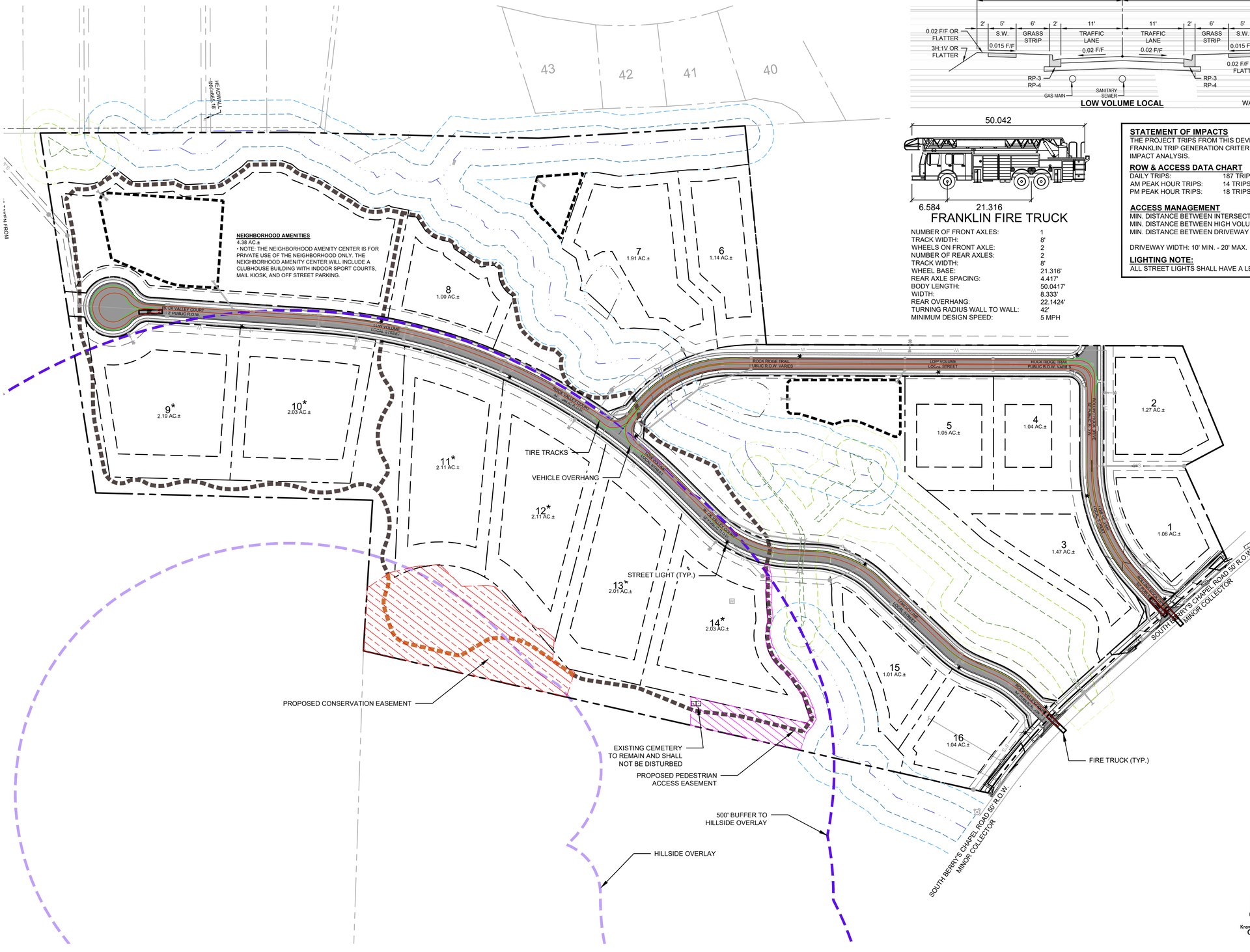
THE PRESERVE AT SHERIDAN
PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
DRB PRESERVATION TRUST
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

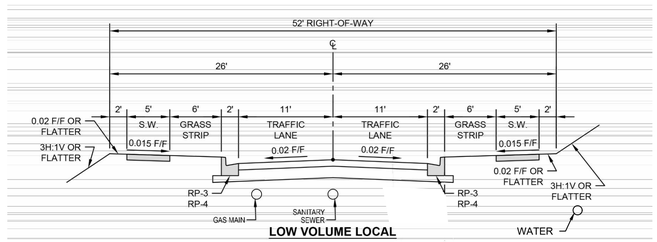
Scale: 1"=100'
Date: JANUARY 8, 2024
Approved By: TPG
Revisions:
- - -
- - -
- - -
- - -
- - -
- - -

Drawing Title:
SITE GRADING & DRAINAGE PLAN

Drawing No.
C3.0
City of Franklin Project No.: 8383
Project No.
22-0131

G:\22\0131-CIVIL ENGINEERING\0-PLAN SHEETS\DEVELOPMENT PLAN\SITE GRADING & DRAINAGE PLAN.DWG
LAST UPDATED BY PKITTEN@RAGANSMITH.COM AT 2/1/2024 11:27 AM
PLOTTED BY PKITTEN@RAGANSMITH.COM ON 2/1/2024 10:24 AM





FRANKLIN FIRE TRUCK

NUMBER OF FRONT AXLES:	1
TRACK WIDTH:	8'
WHEELS ON FRONT AXLE:	2
NUMBER OF REAR AXLES:	2
TRACK WIDTH:	8'
WHEEL BASE:	21.316'
REAR AXLE SPACING:	4.417'
BODY LENGTH:	50.0417'
WIDTH:	8.333'
REAR OVERHANG:	22.1424'
TURNING RADIUS WALL TO WALL:	42'
MINIMUM DESIGN SPEED:	5 MPH

STATEMENT OF IMPACTS
THE PROJECT TRIPS FROM THIS DEVELOPMENT (SEE BELOW) ARE THE CITY OF FRANKLIN TRIP GENERATION CRITERIA FOR THE REQUIREMENT OF A TRAFFIC IMPACT ANALYSIS.

ROW & ACCESS DATA CHART

DAILY TRIPS:	187 TRIPS
AM PEAK HOUR TRIPS:	14 TRIPS (4 ENTERING, 10 EXITING)
PM PEAK HOUR TRIPS:	18 TRIPS (11 ENTERING, 7 EXITING)

ACCESS MANAGEMENT
MIN. DISTANCE BETWEEN INTERSECTION: 200'± (SEE PLAN)
MIN. DISTANCE BETWEEN HIGH VOLUME/ALLEYS & INTERSECTIONS: N/A
MIN. DISTANCE BETWEEN DRIVEWAY AND INTERSECTIONS: 50'±

DRIVEWAY WIDTH: 10' MIN. - 20' MAX.

LIGHTING NOTE:
ALL STREET LIGHTS SHALL HAVE A LED LIGHT SOURCE.

811 Know what's below. Call before you dig.

0 100 200

RaganSmith

Nashville - Murfreesboro - Chattanooga
ragansmith.com

GEORGE M. WELLS
REGISTERED ENGINEER
AGRICULTURE
No. 022313
STATE OF TENNESSEE

THE PRESERVE AT SHERIDAN
PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
DRB PRESERVATION TRUST
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

Scale: 1"=100'

Date: JANUARY 8, 2024

Approved By: TPG

Revisions:

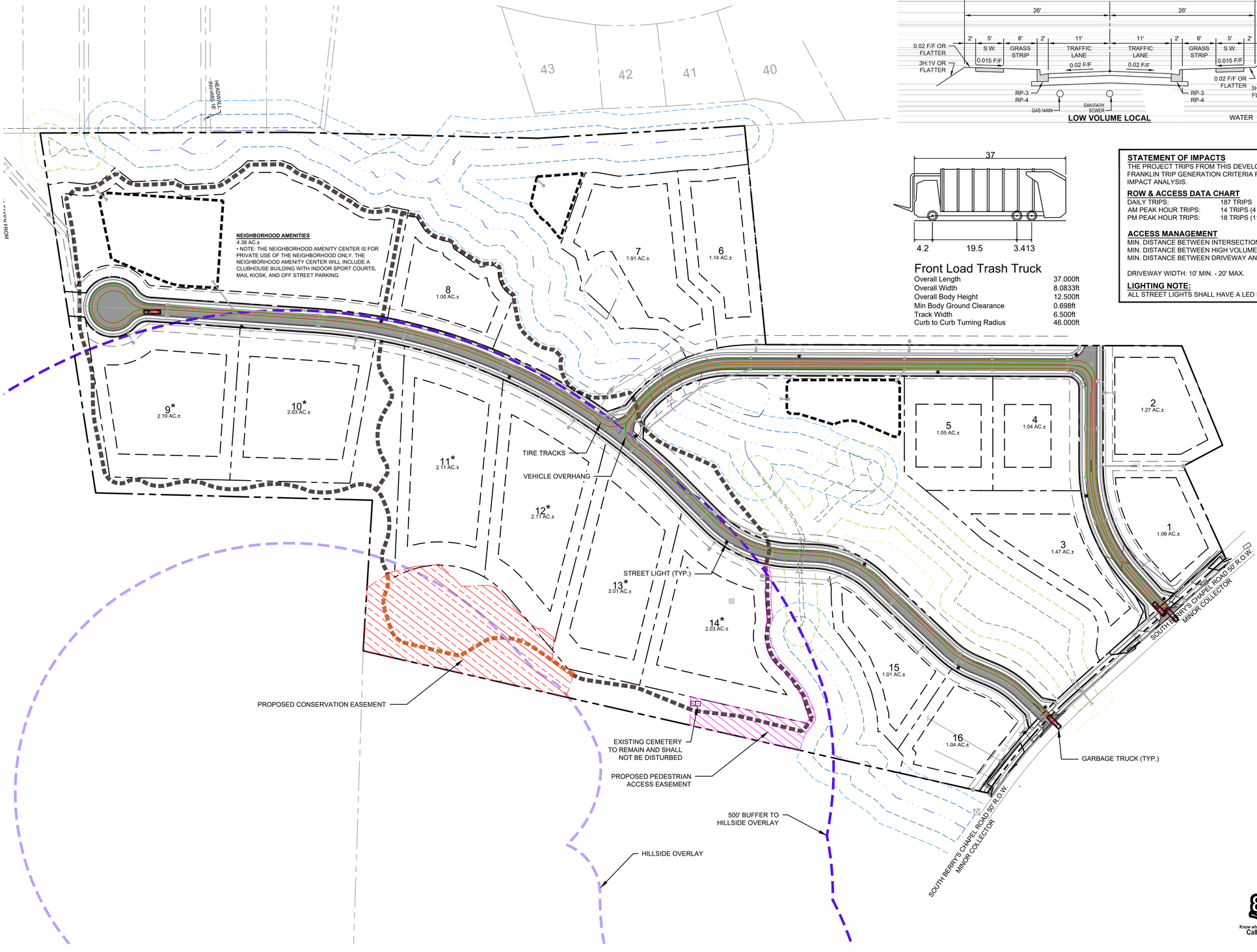
Drawing Title:
ROW & FIRE ACCESS PLAN

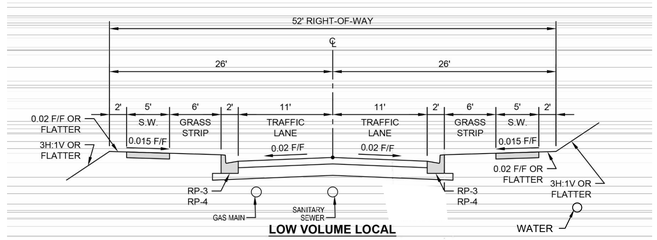
Drawing No.
C4.0

City of Franklin Project No.: 8383

Project No.
22-0131

G:\22-0131-CIVIL ENGINEERING\PLAN SHEETS\DEVELOPMENT PLANS\ROW & ACCESS PLAN.DWG
PLOTTED BY: PATTEN KEEFFABER ON: 3/1/2024 11:28 AM LAST UPDATED BY: MMOON ON: 3/1/2024 11:09 AM





LOW VOLUME LOCAL

Front Load Trash Truck

Overall Length	37.000ft
Overall Width	8.0833ft
Overall Body Height	12.500ft
Min Body Ground Clearance	0.698ft
Track Width	6.500ft
Curb to Curb Turning Radius	46.000ft

STATEMENT OF IMPACTS
THE PROJECT TRIPS FROM THIS DEVELOPMENT (SEE BELOW) ARE THE CITY OF FRANKLIN TRIP GENERATION CRITERIA FOR THE REQUIREMENT OF A TRAFFIC IMPACT ANALYSIS.

ROW & ACCESS DATA CHART

DAILY TRIPS:	187 TRIPS
AM PEAK HOUR TRIPS:	14 TRIPS (4 ENTERING, 10 EXITING)
PM PEAK HOUR TRIPS:	18 TRIPS (11 ENTERING, 7 EXITING)

ACCESS MANAGEMENT
MIN. DISTANCE BETWEEN INTERSECTION: 200'± (SEE PLAN)
MIN. DISTANCE BETWEEN HIGH VOLUME/ALLEYS & INTERSECTIONS: N/A
MIN. DISTANCE BETWEEN DRIVEWAY AND INTERSECTIONS: 50'±

DRIVEWAY WIDTH: 10' MIN. - 20' MAX.

LIGHTING NOTE:
ALL STREET LIGHTS SHALL HAVE A LED LIGHT SOURCE.

811 Know what's below. Call before you dig.

0 100 200

RaganSmith
Nashville - Murfreesboro - Chattanooga
ragansmith.com

GEORGE T. WELSH III REGISTERED ENGINEER LICENSE No. 122313 STATE OF TENNESSEE

THE PRESERVE AT SHERIDAN
PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
DRB PRESERVATION TRUST
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

Scale: 1"=100'

Date: JANUARY 8, 2024

Approved By: TPG

Revisions:
- - -
- - -
- - -
- - -
- - -
- - -

Drawing Title:
ROW & TRASH ACCESS PLAN

Drawing No.
C4.1

City of Franklin Project No.: 8383

Project No.
22-0131

G:\22-0131-CIVIL ENGINEERING\PLAN SHEETS\DEVELOPMENT PLANS\ROW & ACCESS PLAN.DWG
PLOTTED BY: PATTEN KEEFFABER ON: 3/1/2024 11:28 AM LAST UPDATED BY: MASON ON: 3/1/2024 11:59 AM

FIRE FLOW TEST
DATE OF TEST: 09/13/2023

MONITOR HYDRANT:
LOCATION: SOUTH BERRYS CHAPEL ROAD
STATIC PRESSURE: 172 PSI
RESIDUAL PRESSURE: 170 PSI

FLOW HYDRANT NUMBER:
LOCATION: SOUTH BERRYS CHAPEL ROAD
STATIC PRESSURE: 171 PSI
RESIDUAL PRESSURE: 162 PSI
FLOW RATE: 1210 GAL/MIN
PROJECTED FLOW AT 20-PSI: 12573 GAL/MIN

WATER & SEWER DATA CHART

FACILITY TYPE:	SINGLE FAMILY
SEWER FLOW IN GPD:	5,600 GPD
WATER FLOW IN GPD:	19,600 GPD (5,600 DOMESTIC) (14,000 IRRIGATION)
NUMBER OF UNITS:	16 SFU

UTILITY PROVIDERS

SEWER:	FRANKLIN, TN WATER MANAGEMENT DEPARTMENT: 615-794-4554
WATER:	MALLORY VALLEY UTILITY DISTRICT: 615-628-0237
GAS:	ATMOS ENERGY: 615-566-3073
ELECTRIC:	MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION: 615-595-4683
PHONE/CABLE:	AT&T: 615-595-7816

ANTICIPATED UTILITY DEPTHS

SEWER:	4' MIN - 10' MAX UNLESS OTHERWISE SHOWN (GREATER THAN 10' FOR WMD REVIEW)
WATER:	30" - 60" OR PER MVUD REQUIREMENTS
GAS:	TBD PER ATMOS ENERGY REQUIREMENTS
ELECTRIC:	36" - 42" OR PER MTEMC REQUIREMENTS
PHONE/CABLE:	TBD

STATEMENT OF IMPACTS:

1. WATER FACILITIES: MALLORY VALLEY UTILITIES DISTRICT (MVUD) IS THE WATER PROVIDER FOR THE PARCEL. IT IS ANTICIPATED THAT A NEW PROPOSED WATER MAIN WILL ROUTE THROUGHT THE DEVELOPMENT AS DISPLAYED ON THIS EXHIBIT. MVUD AND THEIR ENGINEERS WILL PROVIDE THE DESIGNS FOR ANY NEW CONNECTIONS TO THE EXISTING WATER MAIN LINE LOCATED WITHIN SOUTH BERRY'S CHAPEL ROAD. A REQUEST FOR WATER AVAILABILITY AND FLOW TEST HAS BEEN MADE, RESULTS ARE SHOWN ON THE PLANS FOR THE HYDRANT TEST. THE AVAILABILITY LETTER HAS BEEN GRANTED AND SUBMITTED.
2. SEWER FACILITIES: THE CITY OF FRANKLIN IS THE SANITARY SEWER SERVICE PROVIDER FOR THE DEVELOPMENT. IT IS ANTICIPATED THAT A PROPOSED SEWER MAIN WILL BE ROUTED THROUGH THE DEVELOPMENT AS DISPLAYED ON THIS EXHIBIT. A SEWER AVAILABILITY REQUEST HAS BEEN MADE WITH THE COF AND CURRENTLY PENDING ASSESSMENT.
3. REPURIFIED (REUSE) WATER FACILITIES: CURRENTLY NO REPURIFIED (REUSE) WATER FACILITIES ARE PLANNED AS PART OF THIS PROJECT.

UTILITY NARRATIVE:

THE DEVELOPMENT IS INTENDED TO BE SERVED BY PUBLIC SEWER, PUBLIC WATER, UNDERGROUND ELECTRIC, AND GAS THROUGHOUT. CURRENTLY, AUTHORITIES THAT WILL BE ASSISTING IN THE DETAILS OF THESE SERVICES ARE MALLORY VALLEY UTILITY DISTRICT, CITY OF FRANKLIN SEWER, MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORPORATION, ATMOS ENERGY.

WATER & SEWER NOTES

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

LIGHTING NOTE:
ALL STREET LIGHTS SHALL HAVE A LED LIGHT SOURCE.

UTILITY NOTE:
UTILITY PHASING & LOCATIONS SHOWN ARE CONCEPTUAL. SPECIFIC ALIGNMENT & PHASING TO BE COORDINATED AND APPROVED WITH THE UTILITY PROVIDERS.

LEGEND
- ST — STORM
- S — SANITARY SEWER (20' EASEMENT)
- W — WATER (2" & 4" DOMESTIC, 8" FIRE)
- UGE — ELECTRIC (20' EASEMENT)
- COF PUDE (20' EASEMENT)
- PROPOSED PUBLIC WATER EASEMENT (10' EASEMENT)

NEIGHBORHOOD AMENITIES
4.39 AC.±
• NOTE: THE NEIGHBORHOOD AMENITY CENTER IS FOR PRIVATE USE OF THE NEIGHBORHOOD ONLY. THE NEIGHBORHOOD AMENITY CENTER WILL INCLUDE A CLUBHOUSE BUILDING WITH INDOOR SPORT COURTS, MAIL KIOSK, AND OFF STREET PARKING.

LEGEND
- FIRE HYDRANT
- WATER VALVE
- WATER METER
- POST INDICATOR VALVE
- IRRIGATION CONTROL VALVE
- CATCH BASIN
- AREA DRAIN
- STORM MANHOLE
- SANITARY SEWER MANHOLE

ZONE 1 30' WETLAND BUFFER
ZONE 2 30' WETLAND BUFFER
ZONE 1 30' RIPARIAN BUFFER
ZONE 2 30' RIPARIAN BUFFER
HEADWALL INV=685.16
20' P.U.D.E. PLAT BOOK 24, PAGE 90
INV=684.42 (OUT)
INV=684.42 (IN)
FES
PER RGA AS-BUILT PS_C1_1-1
SEWER MANHOLE WILLIAMSON CO.
PROPOSED CONNECTION TO SANITARY SEWER OR PROPOSED SANITARY SEWER EASEMENT
WETLAND PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023
OAK VALLEY COURT PUBLIC R.O.W.
ROCK RIDGE TRAIL PUBLIC R.O.W. VARIES
COLUMBINE STREET
ROCK RIDGE TRAIL PUBLIC R.O.W. VARIES
FIRE HYDRANT, TYP.
STREET LIGHT, TYP.
8' ASPHALT PATH
LINEAR WETLAND PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023
PROPOSED CONSERVATION EASEMENT
EXISTING CEMETERY TO REMAIN AND SHALL NOT BE DISTURBED
PROPOSED PEDESTRIAN ACCESS EASEMENT
STREAM PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023
500' BUFFER TO HILLSIDE OVERLAY
HILLSIDE OVERLAY
STREAM PER TDEC HYDROLOGIC DETERMINATION (DWR ID No.32133), DATED JUNE 2, 2023
WETLAND IMPACT AREA 3 ±1143 S.F. AREA PROPOSED TO BE MITIGATED
WETLAND IMPACT AREA 2 ±7 S.F. AREA PROPOSED TO BE MITIGATED
WETLAND IMPACT AREA 1 ±2892 S.F. AREA PROPOSED TO BE MITIGATED
MONITOR HYDRANT LOCATION
FLOW HYDRANT LOCATION
SOUTH BERRY'S CHAPEL ROAD 50' R.O.W. MINOR COLLECTOR
WETLAND PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023

1 1.06 AC.± | 2 1.27 AC.± | 3 | 4 1.04 AC.± | 5 1.05 AC.± | 6 1.14 AC.± | 7 1.91 AC.± | 8 1.00 AC.± | 9* 2.19 AC.± | 10* 2.03 AC.± | 11* 2.11 AC.± | 12* 2.11 AC.± | 13* 2.01 AC.± | 14* 2.03 AC.± | 15 1.01 AC.± | 16 1.04 AC.±

Know what's below. Call before you dig.

0 100 200

RaganSmith
Nashville - Murfreesboro - Chattanooga
ragansmith.com

GEORGE T. WELSH — REGISTERED ENGINEER — No. 022313 — STATE OF TENNESSEE

THE PRESERVE AT SHERIDAN
PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
DRB PRESERVATION TRUST
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

Scale: 1"=100'
Date: JANUARY 8, 2024
Approved By: TPG
Revisions:

Drawing Title:
UTILITY PLAN

Drawing No.
C5.0
City of Franklin Project No.: 8383
Project No.
22-0131

G:\22-0131\CIVIL ENGINEERING\2-PLANS\SHEETS\DEVELOPMENT PLANS\UTILITY PLAN.DWG
PLOTTED BY PAYTON KAFFNER ON 2/1/2024 11:09 AM LAST UPDATED BY HMOORE ON 2/1/2024 11:17 AM

SITE DATA	
SITE INFORMATION	
Project Name:	The Preserve at Sheridan
City of Franklin Project No.:	8383
Address:	2247 S Berry's Chapel Road Franklin, TN 37069
Map:	052
Parcels:	81, 84.09, 84.11
Acreage:	58.27 ac. / 2,538,230 s.f.
Vesting:	N/A
PHASING INFORMATION	
Phase	
• Phase 1	All roads, utilities, infrastructure, lots 6-14
• Phase 2	Lots 1-5 & 15-16

LEGEND

- PROPERTY BOUNDARY
- HILLSIDE OVERLAY
- 500' BUFFER TO THE HILLSIDE OVERLAY
- PHASE 1
- PHASE 2
- STREAM
- WETLAND
- 8' ASPHALT PATH
- 8' MULCH NATURE PATH

43 42 41 40

NEIGHBORHOOD AMENITIES
4.38 AC.±
• NOTE: THE NEIGHBORHOOD AMENITY CENTER IS FOR PRIVATE USE OF THE NEIGHBORHOOD ONLY. THE NEIGHBORHOOD AMENITY CENTER WILL INCLUDE A CLUBHOUSE BUILDING WITH INDOOR SPORT COURTS, MAIL KIOSK, AND OFF STREET PARKING.

8 1.00 AC.± | 7 1.91 AC.± | 6 1.14 AC.±

9* 2.10 AC.± | 10* 2.03 AC.± | 11* 2.11 AC.± | 12* 2.11 AC.± | 13* 2.01 AC.± | 14* 2.03 AC.±

5 1.05 AC.± | 4 1.04 AC.± | 2 1.27 AC.± | 1 1.06 AC.± | 3 1.47 AC.± | 15 1.01 AC.± | 16 1.04 AC.±

8"S CROWLEY COURT PUBLIC R.O.W. VARIES
8"S ROCK RIDGE TRAIL PUBLIC R.O.W. VARIES
8"S LOW VOLUME LOCAL STREET
8"S ROCK RIDGE TRAIL PUBLIC R.O.W. VARIES
8"S SOUTH BERRY'S CHAPEL ROAD 50' R.O.W. MINOR COLLECTOR
8"S SOUTH BERRY'S CHAPEL ROAD 50' R.O.W. MINOR COLLECTOR

EXISTING CEMETERY TO REMAIN AND SHALL NOT BE DISTURBED

500' BUFFER TO HILLSIDE OVERLAY

HILLSIDE OVERLAY

SOUTH BERRY'S CHAPEL ROAD 50' R.O.W. MINOR COLLECTOR

Know what's below. Call before you dig.

0 100 200

G:\2021\11-CIVIL ENGINEERING\3-PLAN SHEETS\DEVELOPMENT PLANS\PHASING PLAN.DWG
PLOTTED BY PATTEN,KEITH[ABER] ON 2/1/2024 11:33 AM LAST UPDATED BY PATTEN,KEITH[ABER] ON 2/1/2024 9:54 AM

RaganSmith

Nashville - Murfreesboro - Chattanooga
ragansmith.com

TROY PATRICK GARDNER REGISTERED LANDSCAPE ARCHITECT TENNESSEE NO. 329 COMMERCIAL AGRICULTURE RESIDENTIAL 2/1/24

THE PRESERVE AT SHERIDAN
PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
DRB PRESERVATION TRUST
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

Scale: 1"=100'

Date: JANUARY 8, 2024

Approved By: TPG

Revisions:

- - -
- - -
- - -
- - -
- - -
- - -

Drawing Title:

PHASING PLAN

Drawing No.

C6.0

City of Franklin Project No.: 8383

Project No.

22-0131

WETLAND PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023

ZONE 1 30' WETLAND BUFFER

ZONE 2 30' WETLAND BUFFER

ZONE 1 30' RIPARIAN BUFFER

ZONE 2 30' RIPARIAN BUFFER

AVERAGED ZONE 2 WETLAND BUFFER (± 973 S.F. OF PROPOSED MITIGATION)

STREAM PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023

NEIGHBORHOOD AMENITIES
4.38 AC.±
• NOTE: THE NEIGHBORHOOD AMENITY CENTER IS FOR PRIVATE USE OF THE NEIGHBORHOOD ONLY. THE NEIGHBORHOOD AMENITY CENTER WILL INCLUDE A CLUBHOUSE BUILDING WITH INDOOR SPORT COURTS, MAIL KIOSK, AND OFF STREET PARKING.

AVERAGED ZONE 2 RIPARIAN BUFFER (± 10,883 S.F. OF PROPOSED MITIGATION)

EXISTING FARM POND (SEE NOTE 2 ON THIS SHEET)

± 157 S.F. OF PROPOSED ENCROACHMENT TO ZONE 2 WETLAND BUFFER

VARIANCE REQUESTED
±5,843 S.F. ZONE 2 WETLAND BUFFER

VARIANCE REQUESTED
±3,403 S.F. ZONE 1 WETLAND BUFFER

WETLAND IMPACT AREA 3
±4,143 S.F. AREA PROPOSED TO BE MITIGATED

WETLAND IMPACT AREA 2
±7 S.F. AREA PROPOSED TO BE MITIGATED

WETLAND IMPACT AREA 1
±2,892 S.F. AREA PROPOSED TO BE MITIGATED

VARIANCE REQUESTED
±7,521 S.F. ZONE 2 WETLAND BUFFER

VARIANCE REQUESTED
±4,067 S.F. ZONE 1 WETLAND BUFFER

8' ASPHALT PATH

8' MULCH NATURE PATH

STREAM PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023

± 689 S.F. OF PROPOSED ENCROACHMENT TO ZONE 2 RIPARIAN BUFFER

± 16,819 S.F. OF PROPOSED ENCROACHMENT TO ZONE 1 & 2 RIPARIAN BUFFERS

AVERAGED ZONE 2 RIPARIAN BUFFER (± 7,097 S.F. OF PROPOSED MITIGATION)

AVERAGED ZONE 2 WETLAND BUFFER (± 3,926 S.F. OF PROPOSED MITIGATION)

LINEAR WETLAND PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023

± 15,154 S.F. OF PROPOSED ENCROACHMENT TO ZONE 1 & 2 WETLAND BUFFERS

ZONE 2 30' WETLAND BUFFER

ZONE 1 30' WETLAND BUFFER

AVERAGED ZONE 2 WETLAND BUFFER (± 10,386 S.F. OF PROPOSED MITIGATION)

± 2,285 S.F. OF PROPOSED ENCROACHMENT TO ZONE 2 WETLAND BUFFER

AVERAGED ZONE 2 WETLAND BUFFER (± 1,478 S.F. OF PROPOSED MITIGATION)

PROPOSED CONSERVATION EASEMENT

EXISTING CEMETERY TO REMAIN AND SHALL NOT BE DISTURBED

PROPOSED PEDESTRIAN ACCESS EASEMENT

STREAM PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023

WETLAND PER TDEC HYDROLOGIC DETERMINATION (DWR ID No. 32133), DATED JUNE 2, 2023

± 258 S.F. OF PROPOSED DISTURBANCE TO WETLAND BUFFER

ZONE 1 30' RIPARIAN BUFFER

ZONE 2 30' RIPARIAN BUFFER

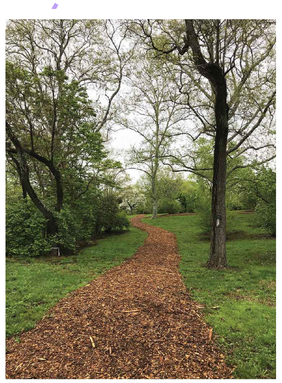
500' BUFFER TO HILLSIDE OVERLAY

HILLSIDE OVERLAY

SOUTH BERRY'S CHAPEL ROAD 50' R.O.W.
MINOR COLLECTOR

ROCK RIDGE TRAIL
LOCAL VOLUME STREETS

8' MULCH NATURE PATH
EXAMPLE IMAGE



NOTES

1. There shall be no mowing, clearing, grading, construction, storage, or disturbance of vegetation in Riparian Buffers except as permitted by the city engineer, or his designee.
2. Existing Farm Ponds are to remain undisturbed within the Riparian Buffer. Farm Pond areas outside of the Riparian Buffer may be altered.
3. Final buffer encroachment and mitigation area, including mitigation credit for removal of culverts, will be determined and included with construction documents.

SITE DATA

SITE INFORMATION	
Project Name:	The Preserve at Sheridan
City of Franklin Project No.:	8383
Address:	2247 S Berry's Chapel Road Franklin, TN 37069
Map:	052
Parcels:	81, 84.09, 84.11
Acreage:	58.27 ac. / 2,538,230 s.f.
Vesting:	N/A
ZONING INFORMATION	
Base Zone:	81 & 84.11 MGA-1 (County) | 84.09 R-1
Proposed Zoning:	Planned Developement (PD 0.30)
Overlay Zoning:	HHO (81) , 500-HHO (81, 84.09)
Building Types Applied:	House
Frontage Types Applied:	Yard Frontage, TYP. (Yard, Parking, or Landscape Frontage for Amenity Lot
Lot Width:	Varies, 100' min.
Lot Size:	1 ac. min., typ., 2 ac. min. within 500' Buffer of HHO
Setbacks:	
• Front Yard:	25' min., 60' typ.
• Side Yard:	25' min., 25' typ.
• Rear Yard:	25' min., 50' typ.
Dwelling Unit Count by Type:	16 Houses
Commercial SF, by Use:	N/A
Building Height:	2 ½ stories (max.)
Minimum LSA:	20%
Open Space Required:	5% min. (2.91 ac.)
Natural Area Required:	10% min. (5.83 ac.)
Tree Canopy Retention Acreage:	12.97 ac.
Parking Required, by Use:	32 spaces (2 per unit)
Parking Provided, by Use:	32 spaces min.
Historic Resource Treatment:	No

LEGEND

- PROPERTY BOUNDARY
- HILLSIDE OVERLAY
- 500' BUFFER TO THE HILLSIDE OVERLAY
- ZONE 1 30' RIPARIAN BUFFER
- ZONE 2 30' RIPARIAN BUFFER
- ZONE 1 30' WETLAND BUFFER
- ZONE 2 30' WETLAND BUFFER
- STREAM
- WETLAND
- WETLAND IMPACT AREA (7,042 S.F.)
- WETLAND BUFFER ENCROACHMENT (16,273 S.F.)
- AVERAGED ZONE 2 WETLAND BUFFER (MITIGATION: 16,763 S.F.)
- RIPARIAN BUFFER ENCROACHMENT (17,508 S.F.)
- AVERAGED ZONE 2 RIPARIAN BUFFER (MITIGATION: 17,980 S.F.)
- ZONE 1 30' WETLAND BUFFER VARIANCE REQUEST (7,470 S.F.)
- ZONE 2 30' WETLAND BUFFER VARIANCE REQUEST (13,364 S.F.)
- 8' ASPHALT PATH
- 8' MULCH NATURE PATH

Know what's below. Call before you dig.

0 100 200

RaganSmith

Nashville - Murfreesboro - Chattanooga
ragansmith.com

TROY PATRICK GARDNER
REGISTERED
AGRICULTURE
FORESTRY
COMMERCE
TENNESSEE NO. 3280
LANDSCAPE ARCHITECT
2/1/24

THE PRESERVE AT SHERIDAN
PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
DRB PRESERVATION TRUST
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

Scale: 1"=100'

Date: JANUARY 8, 2024

Approved By: TPG

Revisions:

1	02/01/2024	PER CITY COMMENTS

Drawing Title:

BUFFER MANAGEMENT PLAN

Drawing No.

C7.0

City of Franklin Project No.: 8383

Project No.

22-0131

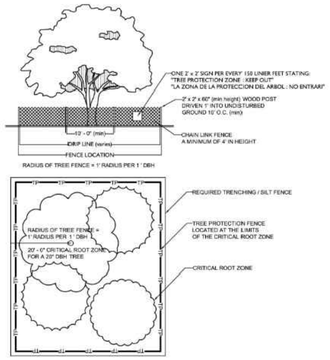
G:\22\0131-CIVIL ENGINEERING\2-PLAN SHEETS\DEVELOPMENT PLAN\BUFFER MANAGEMENT PLAN.DWG
PLOTTED BY PATTEN.KEITH@RAGANSMITH.COM ON 2/1/2024 11:31 AM LAST UPDATED BY PKEITH@RAGANSMITH.COM ON 2/1/2024 10:53 AM

CANOPY TO REMAIN		
Canopy Area	Acreage	Square Footage
1	5.33	232039.20
2	0.38	16674.90
3	0.20	8727.80
4	0.05	2385.87
5	0.05	2233.62
6	0.15	6612.96
7	0.04	1717.21
8	0.05	2121.56
9	6.72	292588.07
Total Acreage:	**12.97**	

CANOPY TO BE REMOVED		
Canopy Area	Acreage	Square Footage
1	0.40	17213.20
2	0.13	5547.41
3	0.03	1231.97
4	1.23	53519.23
5	0.03	1115.13
6	0.09	4057.51
7	1.01	44088.41
8	0.03	1402.43
9	0.54	23728.36
10	1.14	49846.41
11	6.91	300996.29
Total Acreage:	**11.54**	

LEGEND

- PROPERTY BOUNDARY
- HILLSIDE OVERLAY
- 500' BUFFER TO THE HILLSIDE OVERLAY
- ZONE 1 30' RIPARIAN BUFFER
- ZONE 2 30' RIPARIAN BUFFER
- ZONE 1 30' WETLAND BUFFER
- ZONE 2 30' WETLAND BUFFER
- STREAM
- WETLAND
- TREE PROTECTION FENCE
- WETLAND IMPACT AREA
- 8' ASPHALT PATH
- 8' MULCH NATURE PATH
- EXISTING CANOPY TO REMAIN
- EXISTING CANOPY TO BE REMOVED



TREE PROTECTION FENCE

SITE DATA

LANDSCAPE DATA

City of Franklin Project No.:	8383
Site Acreage:	58.27 ± ac.
Site Zoning and Applicable Overlays:	PD 0.30 (Planned Development); HHO and 500' Buffer of HHO
Minimum Required Landscape Surface Area:	20%, 11.65 ac. (58.27 ac. x 0.20)
Provided Landscape Surface Area:	36.9%, 21.5 ac. (21.5 ac. / 58.27 ac.)
Percent and Acreage of Original Canopy Cover:	39.3%, 22.91 ac. (22.91 ac. / 58.27 ac.)
Percent and Acreage of Tree Canopy Required:	24%, 5.5 ac. (22.91 ac. x 0.24)
Percent and Acreage of Preserved Canopy Cover Provided:	57%, 12.97 ac. (12.97 ac. / 22.91 ac.)
Number and DBH of Specimen Trees Removed:	21 Trees Removed

OPEN SPACE REQUIREMENTS

Total Acreage / s.f. of Site:	58.27 ± ac. / 2,538,230 s.f.
Minimum Open Space Required:	5%, 2.91 ac. (58.27 ac. x 0.05), 126,760 s.f.
(If Residential) Natural Area Required:	10%, 5.83 ac. (58.27 ac. x 0.10), 253,955 s.f.

OPEN SPACE PROVIDED

Key	Open Space Type	Area of Open Space	Hardscape Area (S.F.)	Hardscape Area (%)	Stormwater Feature Included? Y/ N
1	Neighborhood Amenities	7.5%, 4.38 ac.	n/a	n/a	Y
2	Natural Areas	31%, 18.07 ac.	n/a	n/a	Y
Total Provided:		22.45 ac.			

NOTES

1. There shall be no mowing, clearing, grading, construction, storage, or disturbance of vegetation in Riparian buffers except as permitted by the city engineer, or his designee.
2. Specimen trees 24" caliper DBH and greater require 2:1 replacement. This development plan proposes the removal of 620" of specimen trees and will require 1,240" of replacement. Final tree removal and replacement calculations will be provided with the site plan submittal.

FID	Species	DBH
0	Sycamore	29
1	Red Oak	38
2	Red Oak	36
3	Red Oak	28
4	Red Oak	34
5	Ash	28
6	Red Oak	29
7	Ash	25
8	Red Oak	31
9	Osage Orange	25
10	Hackberry	25
11	Hackberry	27
12	Cedar	32
13	Hackberry	25
14	Elm	28
15	Sycamore	28
16	Osage Orange	29
17	Hackberry	24
18	Hackberry	28
19	Hackberry	24
20	Hackberry	30
21	Hackberry	24
22	Elm	27
23	Cedar	26
24	Cedar	32
25	Ash	25
26	Ash	26
27	Elm	24
28	Red Oak	48
29	Hackberry	25
30	Hackberry	29
31	Hackberry	25
32	Elm	25
33	Ash	28
34	Sugar Maple	25
35	Sugar Maple	25
36	Norway maple	29
37	Red Oak	37
38	Pine	29
39	Red Oak	25
40	Cottonwood	46
41	Ash	36
42	Hackberry	24
43	Hackberry	28
44	Hackberry	35
45	Hackberry	30
46	Elm	70
47	Hackberry	25
48	Hackberry	25
49	Ash	24
50	Red Oak	31
51	Red Oak	31
52	Chinkapin Oak	47
53	Post Oak	25
54	Red Oak	25
55	Red Oak	28
56	Red Oak	25
57	Red Oak	42
58	Swamp Chestnut Oak	29
59	Red Oak	46
60	Hackberry	25
61	Ash	26

811 Know what's below. Call before you dig.

0 100 200

RaganSmith

Nashville - Murfreesboro - Chattanooga
ragansmith.com

TROY PATRICK GARDNER — REGISTERED — AGRICULTURE — TENNESSEE NO. 3360 — LANDSCAPE ARCHITECT — 2/1/24

THE PRESERVE AT SHERIDAN
PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
TREE PRESERVATION TRUST
DRB PRESENTATION
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

Scale: 1"=100'

Date: JANUARY 8, 2024

Approved By: TPG

Revisions:

-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
1	02/01/2024	PER CITY COMMENTS

Drawing Title:

TREE PRESERVATION PLAN

Drawing No.

L1.0

City of Franklin Project No.: 8383

Project No.

22-0131

G:\22\0131\CIVIL ENGINEERING\2-PLAN SHEETS\DEVELOPMENT PLAN\TREE PRESERVATION PLAN.DWG
PLOTTED BY PAYTEN KEFFABER ON 2/1/2024 11:32 AM LAST UPDATED BY PKEFFABER ON 2/1/2024 10:48 AM

TYPICAL HOME ARCHITECTURE EXAMPLES

TYPICAL NEIGHBORHOOD AMENITY CENTER ARCHITECTURE EXAMPLES

RaganSmith

Nashville - Murfreesboro - Chattanooga
ragansmith.com

TROY PATRICK GARDNER
REGISTERED
AGRICULTURE
COMMERCE
TENNESSEE NO. 1001
LANDSCAPE ARCHITECT

THE PRESERVE AT SHERIDAN
PUD SUBDIVISION, DEVELOPMENT PLAN
FOR
DRB PRESERVATION TRUST
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

Scale: NTS

Date: JANUARY 8, 2024

Approved By: TPG

Revisions:

- - -
- - -
- - -
- - -
- - -
- - -

Drawing Title:

ARCHITECTURAL ELEVATIONS

Drawing No.

A1.0

City of Franklin Project No.: 8383

Project No.

22-0131

G:\22\0131-CIVIL ENGINEERING\2-PLAN SHEETS\DEVELOPMENT PLANS\ARCHITECTURAL PLANS.DWG
PLOTTED BY: PATTEN KEFFABER ON: 2/1/2024 11:33 AM LAST UPDATED BY: PKEFFABER ON: 1/26/2024 9:43 AM

811 Know what's below. Call before you dig.

0 200 400

G:\22\0131\TRANSPORTATION\REPORT\TRAFFIC STUDY\FIGURES\TIS IMPROVEMENTS FIGURE - DEVELOPMENT PLAN.DWG
PLOTTED BY PAYTEN KEFFABER ON 2/1/2024 11:34 AM LAST UPDATED BY ASBRITON ON 2/1/2024 9:58 AM

RaganSmith

Nashville - Murfreesboro - Chattanooga
ragansmith.com

BRANDON S. BAXTER
REGISTERED ENGINEER
No. 119639
STATE OF TENNESSEE
2.1.24

THE PRESERVE AT SHERIDAN
PUD SUBDIVISION, DEVELOPMENT PLAN

FOR

DRB PRESERVATION TRUST

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

Scale: 1"=200'

Date: FEBRUARY 1, 2024

Approved By: TPG

Revisions:

- - -
- - -
- - -
- - -
- - -
- - -

Drawing Title:

TIA RECOMMENDATIONS

Drawing No.

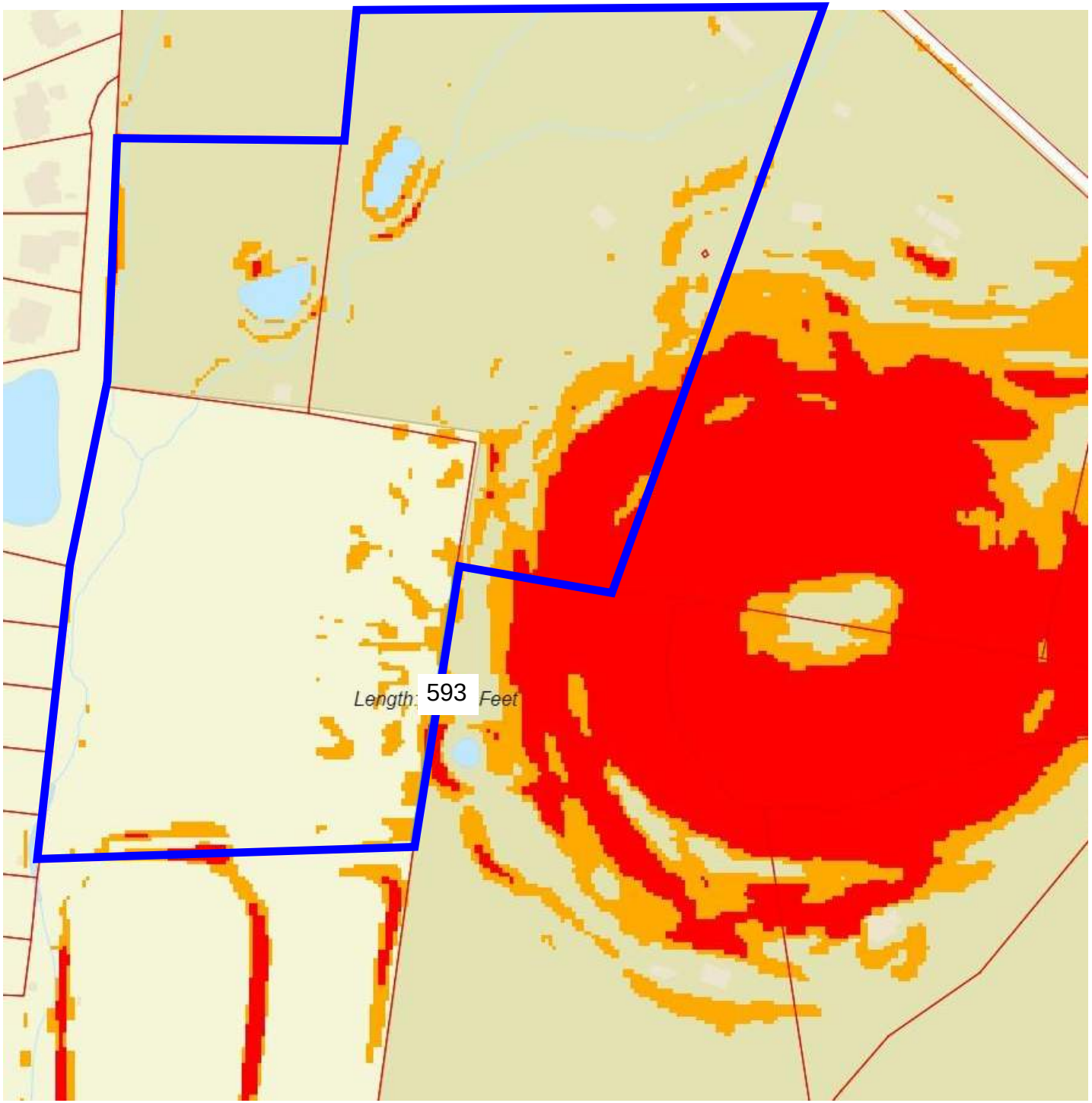
T1.0

City of Franklin Project No.: 8383

Project No.

22-0131

Slopes Exhibit



Development Limits

14-19% slopes

20%+ slopes

THOMPSON BURTON PLLC
ATTORNEYS AT LAW
A PROFESSIONAL LIMITED LIABILITY COMPANY

One Franklin Park
6100 Tower Circle, Suite 200
Franklin, TN 37067
www.thompsonburton.com

Josh Lee
joshua.lee@thompsonburton.com
615-465-6000

February 1, 2024

Re: *Request for Modification of Standards for Street Connections regarding The Preserve at Sheridan*

Dear Chairman Lindsey:

We represent David Blackburn in the proposed development currently referred to as the Preserve at Sheridan. This memorandum accompanies the re-submittal, following several rounds of feedback from City staff along with comments from the Joint Conceptual Workshop, for the proposed development and explains our request for a Modification of Standards related to street connections for the development. The proposed development will be located off of South Berry's Chapel Road, just east of The Preserve at Echo Estates.

The current design includes thoughtful placement of multiple access points on South Berry's Chapel to the north / north-east as well as an access point to the west to provide connection to the Preserve at Echo Estates development following the development of a currently undeveloped parcel. We have also revised the initial plan to include access to Battle Ground Academy's property to the south, primarily for the purpose of emergency access.

We understand the current development standard to require external connections in every direction (north, south, east, and west) through street connections, street stubs, or internal drive connections. Section 9.5.1(B). However, as described below, the characteristics of these parcels, including the topographical constraints and natural features, and the surrounding land and uses provide justification to modify this standard. We recognized these challenges during the planning process and met with a number of officials from the City of Franklin, including the Planning and Sustainability department, Engineering, Fire**,** City Attorney, Traffic, and Water/Sewer, to discuss the City's concerns and objectives. Additional detail regarding the street connections is provided below.

Northern Connection:
• Two points of connection are proposed to the north / north-east onto South Berry's Chapel Rd.

Western Connection[1]:
• One street stub is proposed to an undeveloped parcel (Map 52, Parcel 84.10). This stub is aligned with the existing street stub of Amesbury Lane, at the western edge of parcel 84.10
• An internal street is located along the western site boundary. This street could provide future access to parcel 84.10.
• The remainder of the site's western boundary is fronted with existing streams and wetlands. Therefore, no other feasible western connection opportunities exist.

Southern Connection:
• Battle Ground Academy's campus is located along the southern boundary of this site. The BGA campus is developed all the way to the northern boundary of their site, but there are no streets stubbed to connect to. We have proposed extending the cul-de-sac and dedicating R.O.W. down to the southern property line, which will provide access to BGA's campus in the event of emergencies.

Eastern Connection:
• The majority of the eastern property boundary is within the Hillside/Hillcrest Overly (HHO), within the 500' Buffer to the HHO, borders property that is within the HHO and/or 500' Buffer to the HHO, has slopes at or near 14% or greater, or has an existing stream with required buffers. There is only a small portion of the eastern property boundary, approximately 190' long, that could feasibly provide a street stub to the east. However, this location is within such close proximity to South Berry's Chapel Road that it would not meet the City's minimum distance between intersections as listed on Table 2.3 (2) of the Franklin Transportation & Street Technical Standards. Due to these environmental, physical, and technical constraints it is requested that these standards be modified to not require a cross access to the east.

Pursuant to Section 20.8.4, Modifications of Standards, there are three primary considerations pertaining to a requested modification:

1. The modification will enhance the design of the development more than if the standards were strictly adhered to;

2. The conditions upon which the request is based are unique to the design intent for the development and are not applicable generally to other property;

[1] The requested connection through the currently undeveloped Echo Estate lots is not a Zoning Ordinance requirement. Therefore, we have not discussed that request at length in this letter. However, as noted in our response to comments through the planning process, that connection would substantially impair the value of the Echo Preserves lot due to restrictions on the use of its driveway to accommodate emergency access, and would require the construction of a bridge across a wide section of the stream, strong enough to support emergency vehicles. That connection would not significantly improve connectivity in the event of an emergency at BGA due to the shared entrance point from Ernest Rice Lane, and the planned connection point to Amesbury Lane will provide connectivity to Echo Estates and Echo Preserves when the property in between those lots is developed.

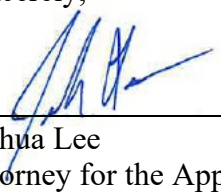
3. The modification is consistent with the intent of Envision Franklin.

These considerations all support the modification. The design is clearly enhanced by the modification, permitting several lots to remain symmetrical, with consistent sizes and shapes. The requested connection to the southeast (to the Meadows property) would also impact environmental conservation, requiring destruction of more trees and modifications to various water features. Additionally, the proximity to BGA, the HHO, and the dramatic slope along the border of the development are unique to this property. This modification request is further supported by the numerous other connectivity options for any development that might occur on the Meadows property (including potential connections to Franklin Road at an existing traffic light, Mack Hatcher, and South Berry's Chapel), the severe impacts of routing traffic from a large development through this small development, and the other environmental and topographical constraints discussed above.

Finally, this development and the modification are both consistent with the intent of Envision Franklin. Specifically, this design seeks to minimize stream impacts, preserve tree rows on the perimeter of the property, and is sensitive to hillsides and hilltops. Making the requested connections would cause more impacts on all of these natural features. (See guidance on Large-Lot Residential Development, pages 50-51 of Envision Franklin). Double frontage lots are specifically discouraged, which supports the modification of the northeastern connection.

Therefore, we respectfully submit that this requested modification should be granted.

Sincerely,



Joshua Lee
Attorney for the Applicant

City of Franklin

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

File #: 21-0417

DATE: July 1, 2024

TO: Board of Mayor and Aldermen

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

SUBJECT:

Consideration Of COF Contract No. 2024-0159, With Frank Carney Of Evans Petree For Engagement Agreement For Legal Counsel For Employee Pension Plan

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the engagement of outside pension counsel for the Employee Pension Committee.

BACKGROUND/STAFF COMMENTS:

The City of Franklin Law department has engaged outside counsel to work with the City and the Employee Pension Committee regarding the City of Franklin's employee pension plan and to work with th Employee Pension Committee.

FINANCIAL IMPACT:

The contracted hourly rate for outside counsel is $350.00 per hour, which will be paid from the City of Franklin Tennessee Pension.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2024-0159.

LAW DEPARTMENT

Shauna R. Billingsley, Esq.
City Attorney
Also Licensed in Texas

HISTORIC
FRANKLIN
TENNESSEE

May 17, 2024

VIA ELECTRONIC MAIL
Frank S. Carney
Evans Petree, P.C.
1000 Ridgeway Loop Road, Suite 200
Memphis, TN 38120
fcarney@evanspetree.com

RE: COF Contract No. 2024-0159: Engagement Agreement for Employee Pension Plan Legal Counsel

Dear Mr. Carney,

We are pleased to retain you and your firm as outside counsel. In addition to the following, the terms of representation are contained in the *City of Franklin Law Department Policy and Procedures for Outside Counsel* (the "*Policy*"), a copy of which in enclosed. Please familiarize yourself with the requirements contained in the *Policy* and ensure that all personnel working on City of Franklin matters are familiar with them as well. By continuing to undertake further representation, you are agreeing to abide by the terms of the *Policy*.

Please identify an individual to serve as a Principal Client Contact as required under the *Policy*. This person will serve as the Law Department's main point of contact for this engagement. Please note that all bills should be submitted to the attention of Kristine Brock, Assistant City Administrator. Please send (1) a detailed bill; and (2) a bill/invoice summary, which states simply the hours worked, hourly rate, and total amount due. Please use the name of the matter on your bills, and bill each matter separately from any other work you are performing for the City. For all billing inquiries, please provide us with a business office contact.

Please note that current market rates for general municipal work are approximately $250.00 for Attorneys, $200.00 for Associates and $100.00 for a paralegal. Please indicate to us your terms and conditions. Note that the *Policy* requires that you receive recommendation from City Attorney Shauna R. Billingsley. While I understand that your work may involve different terms than standard municipal work, please note that any additional terms and conditions you may propose must be separately approved; the City has several standard terms and conditions that are not negotiable. By signing this engagement letter, you are agreeing to the terms contained in this letter and in the *Policy*.

The term of award shall commence upon execution of this agreement and shall expire three (3) years from the execution date of this agreement. At any time after commencement but prior to or immediately upon the expiration of this term of award, the City of Franklin and Evans Petree may, by mutual consent, exercise an additional two (2) year option to extend the term of award for a maximum possible term of award of five (5) years total, provided: (a) both parties consent to such an extension of time; (b) the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) if Evans Petree chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six

HISTORIC
FRANKLIN
TENNESSEE

(6) months in advance of the scheduled expiration of the term of award. Note that the City and Evans Petree each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.

As you may know, the City of Franklin is committed to meeting the goals of the City's Equal Business Opportunity ordinance. During the engagement, we may want to discuss with you how the firm can provide opportunities to minority or women owned firms or minority or female attorneys within the firm.

We look forward to working with you on this matter to provide the highest level of legal services to the citizens of the City of Franklin.

Sincerely,

Shauna R. Billingsley

Shauna R. Billingsley
City Attorney

Enclosures
cc: Eric Stuckey, City Administrator
Kristine Brock, Assistant City Administrator

PLEASE FILL OUT THE FORM BELOW AND RETURN

Rates/hour or contract rate		**Principal Client Contact Information**
Attorney (includes partners)	$ 350/00	Name: Frank N. Stockdale Carney
Associates	$ 310/00	Telephone: (901) 521-4595
Paralegals	$ 205/00	E-mail: fcarney@evanspetree.com
Copying costs	$ N/A	Other information
Other	$ ___/___	
Proposed by: Frank N. Stockdale Carney Attorney Signature Firm Date: _____		Accepted by: _____ Eric Stuckey City Administrator Date: _____

Law Dept approved 05.16.24

City of Franklin
Law Department

Policy and Procedures for Outside Legal Counsel

HISTORIC
FRANKLIN
TENNESSEE

Introduction

The City of Franklin Law Department Policy and Procedures for Outside Counsel ("Policy") is designed to provide law firms engaged by the City Attorney on behalf of the City of Franklin, its departments, boards, agencies, authorities, commissions, and employees (herein, collectively referred to as the "City") with the requirements for such legal representation. This Policy is mandatory for all law firms engaged by the City of Franklin Law Department (the "Law Department" or "Department"). All law firms representing the City are required to adhere to this Policy, and each such law firm shall ensure that all attorneys and support staff working on City matters are familiar with the requirements set forth herein.

The Law Department is committed to providing top quality legal services to the City. The Department recognizes that its vision will not become reality or it mission accomplished without the involvement and expertise of outside counsel on particular matters. This Policy is designed to ensure that the relationship between the Department and the outside firms is well managed and that all interested parties understand the relationship. This Policy also serves to articulate the specific requirements of the relationship.

This Policy sets forth the basis for the retention of outside law firms by the City of Franklin Law Department. When representing the City, your firm is expected to adhere to the requirements. The Policy will be modified from time to time. Changes to the Policy will be communicated to the law firms representing the City at the time of the changes. It is the responsibility of each law firm to ensure it is operating under the most current version of the Policy.

General Policy Applicable to All City of Franklin Matters

The information contained in this section of the Policy pertains to all matters in which law firms are engaged on behalf of the City. Each law firm is responsible to ensure that all attorneys and support staff working on matters for the City are familiar with this Policy. Outside counsel shall act only as an independent contractor; no employer-employee relationship shall be created between the City and outside counsel or outside counsel's employees or agents. Outside counsel and law firms shall abide by the Tennessee Rules of Professional Conduct and failure to abide by these rules will result in a breach of contract with the City.

Authority to Engage Outside Counsel

The City Charter provides that only the Board of Mayor and Aldermen ("BOMA") has the authority to contract and be contracted with. Therefore, it is essential that outside law firms do not perform work on behalf of the City unless the firm has been engaged by the City Attorney, pursuant to an arrangement consistent with this Policy, and unless the representation has been memorialized in an engagement letter sent by the City Attorney to the law firm and signed by BOMA on behalf of the City.

Budgets

Each law firm that is engaged on a legal matter for which it will be compensated in any manner other than a flat fee for the representation must submit to the City Attorney a good-faith estimate of the cost of the work. While it is likely in many engagements that the cost of the matter will be difficult to estimate at the early stages of the representation, the law firm should make a serious effort to estimate fees for the entire matter, or if that is not possible, for a defined portion of the matter as is deemed appropriate. The estimate will be used by the City Attorney to determine what level of funding to seek during the engagement. Each law firm that is engaged by the City will be expected to continuously monitor the extent of fees generated and to inform the City Attorney as soon as possible if the fees are expected to exceed previous estimates. At times, it may be appropriate to estimate the fees according to various aspects of the work and plan to submit supplemental requests for funding. It is expected that, if this method is used, the law firm (through the Principal Client

Contact) will work closely with the City Attorney to anticipate when a particular phase of the work is drawing to a close and additional authority is needed. For litigation matters, please see additional information on budgets included in the section on litigation guidelines.

Firm's Lead Counsel

When the law firm is first engaged by the City Attorney, the firm will designate a Lead Counsel, who will be responsible for managing the overall relationship between the law firm and the City Attorney. The firm's Lead Counsel is responsible to designate the Client Service Team for every matter for which the firm is engaged, to oversee the billing (including arranging for any alternative billing arrangements), to ensure adherence to this Policy and top quality service, and to interact regularly with the City Attorney and the designated staff within the Law Department and to address with the City Attorney any potential conflicts of interest. The firm's Lead Counsel will be required, from time to time, to engage in a review of the relationship between the law firm and the City and to assess the quality and costs of the service with the City Attorney. The firm's Lead Counsel will be responsible to manage the particular engagement to ensure that the City Attorney is kept informed of developments in the particular matter and that the Client Service Team works closely with the City's Law Department.

City Client Service Team

Each law firm providing service to the City is required to designate a Client Service Team to coordinate with the Law Department in the representation. The team shall include the following:

1. The firm's Lead Counsel who will be responsible for the particular matter.
2. The Principal Client Contact who will be responsible to assemble the Client Service Team needed to address the particular matter and to work closely with the Responsible Law Department Attorney, other Law Department staff as deemed appropriate, and the business contacts as deemed appropriate.

At the time a matter is assigned to the law firm, the Department will expect the law firm to designate a Client Service Team appropriate to the particular matter. The experience of the team members and the number of attorneys and support staff assigned to each matter will be determined by the law firm in consultation with the City Attorney and will be designed to properly staff the matter in a manner that is appropriate, while being cost effective. Changes to the Client Service Team should not be made unless first reviewed by the law firm with the City Attorney.

City of Franklin Contacts

It is essential that, when providing legal services to the City of Franklin, the City Attorney and the law firms work closely at all times. The law firm should strive to work with the Law Department in conjunction with the business contacts in the City and not communicate solely with the business contacts. Law firms should not accept work from anyone in the City of Franklin other than the Law Department as no other department has authority to assign work to outside counsel. It is necessary that good communication be established among the law firm, the Law Department and the appropriate City Business Representative (discussed below).

The method used to provide this communication will likely vary according to the nature of the matter. For example, engagement of a firm to do multiple condemnations will require a different type of communication than one involving a single litigation matter. The City Attorney will work with the law firm to determine the type of communication that is expected for the particular matter, and the law firm shall adhere to those requirements. In addition, every firm providing legal service to the City will be expected to provide semi-annual form status reports to the City Attorney.

City Business Representative
Frequently, it will be necessary for the Law Department to arrange for the law firm to work directly with City representatives outside of the Law Department. If this type of activity is appropriate, the City Attorney will inform the law firm of the business contacts with whom the attorneys should work. The City Attorney will designate (in conjunction with the department being represented) a City Business Representative, who will serve as the principal business contact for the particular matter. In addition, the City Attorney will inform the firm's Lead Counsel of how the firm should communicate with the City Business Representative and when the Law Department Attorney should be included in those contacts. If in doubt, the law firm should always err on the side of communicating with the Law Department.

Matter Assignment
Legal work for the City of Franklin will only be assigned by the Law Department. Law firms performing work for the City should not accept any work outside the scope of the representation previously designated by the Law Department and pursuant to the engagement letter without specific written approval from the City Attorney. Any requests by business contacts to perform legal work should be immediately referred to the City Attorney. Failure to communicate additional work outside of the scope of representation to the City Attorney may result in a denial of fees claimed and any work performed will be considered a free service to the City. Any questions regarding whether a particular matter is within the designated representation for which the firm has been retained should be directed to the City Attorney.

Procurement of Professional Legal Services by the Law Department
It is the goal of the Law Department to procure legal services that are tailored to the particular legal need that has been identified. Consideration for such professional services will be at the discretion of the City Attorney, based on whether a firm's qualifications are consistent with the overall goals of the City in providing top quality legal work and opportunities for diverse law firms and attorneys to participate in the City's legal representation.

Promotion of Diversity
It is the policy of the Law Department to obtain legal services in a manner that is consistent with the City of Franklin's equal business opportunity policies. All statements of qualifications or proposals sought by the City Attorney for the provision of legal services will include a statement from the proponents on meaningful diversity practices and initiatives. Selection of outside counsel will be reviewed in light to the City's diversity objectives with consideration given to the establishment of co-counsel relationships between minority or female and majority-owned firms, the presence of female and minority partners in majority owned firms, mentor-protégé relationships, and meaningful opportunities for medium, small and sole practitioners to participate in work on behalf of the City.

Title VI
Due to federal funds received by the City, the law firm must agree, warrant, and assure that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Policy or in the employment practices of the law firm on the grounds of disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. Further, the law firm shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Correspondence and Documents
All correspondence, pleadings and other documents created or transmitted by the law firm in connection with the representation of the City on a particular matter should clearly identify the matter on which the law firm is working.

Media Inquiries
Law firms retained by the City Law Department must refrain from responding to media inquiries about the legal work of the City. All requests from the media for comment should immediately be referred to the City Attorney. If the City Attorney is not available, the law firm should contact the City Administrator's office at (615) 791-3217.

Conflicts of Interest
All law firms representing the City must be free of conflicts of interests. Any potential conflicts should be disclosed and discussed with the City Attorney, whether they arise when the law firm is first engaged or arise after the relationship has been established. Conflicts will be discussed by the City Attorney and the firm's Lead Counsel and will be resolved in a manner that is consistent with the Tennessee Rules of Professional Conduct and all applicable ethics laws and regulations.

In addition to conflicts of interest that typically arise in law firms when representing private entities, an additional concern will be taken into account by the City Attorney when a determination is made on whether to grant a waiver of a conflict requested by a firm representing the City. If the request for a waiver relates to a matter of particular importance in the City's initiatives, or a particularly important public policy issue facing the City, the City Attorney may not agree to a waiver. The City Attorney recognizes that most law firms will have other clients who interact with the City on many levels and many issues. It is the intent of the City Attorney to address conflict waiver requests in a manner that affords maximum flexibility to the firms in representing other clients. However, law firms agreeing to perform work for the City should recognize that such work may at times create an actual or potential conflict and preclude the firm from representing other clients on certain public issues.

Training Programs
At times, law firms may be asked by City Business Representatives to provide training to city employees regarding particular issues of interest. Although the Law Department does not prohibit such training, no training should be undertaken without the prior approval of the City Attorney. Any training materials to be used by the law firm must be reviewed first by the City Attorney's office. Failure to submit such materials and to receive prior approval may result in a denial of fees claimed and any training provided will be considered a free service to the City.

Professional Liability Insurance
Unless otherwise requested, law firms represent that it carries professional liability insurance in accordance with the most current Government Tort Liability Act, which can currently be located at Tenn. Code Ann. § 29-20-403. It is the law firm's responsibility to keep informed of the current Government Tort Liability requirements and to adhere to those requirements. The policy shall indicate the attorneys in the firm that are covered and what percentage(s) of their practice are devoted to the area of law upon which they will be providing advice. The policy shall include at least a three (3) year Extended Reporting Provision.

If the above requirements and coverages are not included in the policy at any time during the representation, then the City Attorney may, without notice, terminate the relationship and all amounts due and owing, if any, may be paid within thirty (30) days if not disputed. The Department may request a certificate of insurance to substantiate the above coverages.

Retention of Records by Law Firms/Open Records Requests
The law firm should keep records of matters it handles for the City consistent with the Tennessee Rules of Professional Conduct and the City's internal record retention practices. The law firm should consider that some records it has in its possession, if not covered by attorney/client privilege, work

product protection or any other privilege, could be subject to an Open Records request pursuant to Tenn. Code Ann. § 10-7-501 *et seq.* If a law firm receives an Open Records request relating to a City matter, the City Attorney should be contacted immediately. Under no circumstances should a record be released or destroyed until the City Attorney's office concurs that the record is required to be disclosed or destroyed in accordance with the law.

Policy Regarding Litigation

In addition to the general policy, the following policy applies when a law firm is engaged by the Law Department to represent the City in litigation matters. These rules are supplemental and in addition to the response dates and conferences required by the Tennessee Civil Practice Act and the Federal Rules of Civil Procedure, where applicable.

Early Case Assessment

The Law Department believes that early evaluation of litigation brought against the City is an important aspect of providing cost-effective legal services. When a litigation matter is assigned to a law firm, the law firm should plan, within the first sixty (60) days after the matter is assigned, to hold a conference (the "Early Case Assessment Conference") with the City Attorney regarding how to handle the case. This early case assessment should include at least the following:

1. Fact evaluation: The law firm should develop the facts of the particular matter as fully as practicable during the first sixty (60) days after the matter is assigned. This factual investigation should include review of the available documents and interviews (in person, if possible) with the key witnesses.
2. Legal authority: The law firm should, during the early case assessment, prepare a summary of the principal legal authority relative to the matter and review this material with the City Attorney.
3. Summary: As part of the Early Case Assessment Conference, the law firm should prepare a written summary of the facts and law to be provided to the City Attorney prior to the Conference.

Litigation Budget

At the time a law firm is engaged to represent the City in litigation, the law firm is required to prepare a litigation budget, which should include the law firm's best estimate of the cost of litigating the matter, considering the need for expert witnesses, fact witness discovery and potential trial exhibits. The budget should be submitted to the City Attorney within sixty (60) days after the matter is assigned to the firm.

Retention of Experts

Approval by the City Attorney is required prior to any engagement of an expert by the law firm. The expert is required to submit a budget for his/her services, and approval of the budget must be obtained from the City Attorney prior to the authorization for any services. As litigation proceeds, the law firm is required to ensure that the budget is kept current. Before any written reports or summaries are elicited from an expert, the City Attorney must be contacted to discuss the effect of any such report on the case strategy.

Extensions of Time

Because lengthy extensions of time to respond to pleadings or provide discovery responses can increase the cost of litigating a matter or delay its resolution, lengthy extensions should not be routinely sought. Prior to authorizing any extension greater than three (3) months, the law firm must discuss the request with the City Attorney.

Vendors
Use by the law firm of vendors, such as court reporters, document management companies, or investigators, should be coordinated by the law firm with the City Attorney. The City of Franklin Law Department encourages law firms to seek opportunities to include minority, women and locally-owned business among its vendors, and to include such businesses among those who do work on City matters.

Alternative Dispute Resolution
The Law Department recognizes that certain, special matters may be considered for alternative dispute resolution ("ADR"), but as a general rule the City will not agree to such terms. Any law firm engaged to represent the City in a litigation matter should, throughout that representation, seek to identify times when the use of ADR might be an appropriate and cost effective option to resolve the matter. As these opportunities arise, the Lead Counsel should discuss the possibility with the City Attorney, who in conjunction with the law firm, will make a determination as to whether the City will engage in ADR.

Settlement Authorization
No case or claim in the City of Franklin may be settled, even by the City Attorney, without the authorization of the BOMA (except as may be previously authorized by the City Budget). Any law firm representing the City should not make any offers of settlement without prior authorization from the City Attorney. All approved offers of settlement should include information about the necessity of gaining authority to settle from the governing authority of the City. The Court and opposing counsel should be informed that any settlement offer communicated is contingent on such approval.

Strategic Discussions Required
Strategic, significant pleadings and discovery responses must be discussed with the City Attorney prior to their submittal to the court or opposing counsel. Drafts may be requested by the City Attorney to ensure review prior to the due date. It is recommended that the discussions and drafts be presented with at least one week for review by the Law Department.

Questions Regarding Litigation
Any questions regarding the guidelines for handling litigation matters should be directed to the City Attorney or City Administrator.

Legal Fees and Billing Requirements
Alternative Billing Arrangements
The Law Department encourages the use of alternative billing arrangements whenever appropriate for work done by outside counsel. Such alternative billing arrangements could include flat fees for certain aspects of the work; blended rates for all personnel working on the matter; discounts associated with certain aspects of the works; standard government rates comparable to those offered the State of Tennessee or other local governments; and similar arrangements.

When the standard hourly billing method is used, the Law Department encourages law firms *to consider the nature of public sector representation and adjust their hourly rates to reflect* the need to be prudent in the expenditure of public money.

All billing arrangements must be discussed by the Business Representative and the City Attorney at the time the representation begins. The billing arrangement will be included in the engagement letters signed by the City Attorney and the Business Representative.

Billing Requirements
All bills for legal services should adhere to the following policy:

1. Bills should be submitted to the City Attorney.
2. The matter name and any relevant file information will be identified in the engagement letter, and this name should be used when the bill is submitted. Multiple matters should be submitted on separate invoices.
3. The preferred billing cycle is monthly. Bills should be submitted monthly covering each month's activity.
4. At the beginning of the representation, the firm's Lead Counsel should provide to the Law Department that name and contact information for the billing manager in the event we need to contact the billing manager regarding an invoice.
5. The bill should be submitted in the form substantially like the one described below; however, in addition to a detailed bill, a bill/invoice summary which states simply the hours worked, hourly rate, and total amount due should be sent as well.
6. Bills should include a record of all timekeepers on the file and the description of the work *should be in sufficient detail* to allow the Law Department and City staff to assess the nature and scope of the work performed, while protecting attorney/client privileged information. Itemize separate tasks on matters so that it is clear how much time was spent on each task; the City reserves the right to challenge the length of time spent on a task if it is not reasonable and customary under the circumstances. A single line entry of multiple tasks will not be approved.

Example <u>of poor</u> billing entry:

Hours	Attorney	Matter	Task
4 hours	XYZ	ABC litigation	Met client. Reviewed documents. Researched. Discussed with counsel. Advised. Drafted letter. Billed on TimeSlips.

Total= $360.00

Example of <u>good</u> billing entry (using same tasks as above):

Hours	Attorney	Matter	Task
.50 hours	XYZ	ABC litigation	Met with Mr. Q, Ms. S and City Attorney.
.25 hours	XYZ	ABC litigation	Reviewed contract and exhibits, reviewed letter from Citizen B, reviewed minutes from April 1, 2007 BOMA meeting.
1.0 hours	RST	ABC litigation	Researched employment law in regard to letter from Citizen B.
1.0 hours	RST	ABC litigation	Researched case law on estoppel.
.25 hours	XYZ	ABC litigation	Telephone conference with Mr. Q discussed case law and research.
.50 hours	XYZ	ABC litigation	Met with Mr. Q, Ms. S and City Attorney discussed status and my thoughts on drafting the letter in response to Citizen B's letter.
.50 hours	XYZ	ABC litigation	Drafted letter to Citizen B responding to his breach of contract. (Note: billing time entries *disallowed*.)

Total: 4.0 hours

Rates: RST paralegal 2 hours @ $ 40.00 per hour = $ 80.00

XYZ attorney 2 hours @ $140.00 per hour = $280.00
$360.00

Example of Summary Sheet Invoice to be included:

ABC Litigation

PROFESSIONAL SERVICES

Staff	Time	Rate	Total
XYZ	1.5 Hours	$140.00	$210.00
RST	1.5 Hours	$ 60.00	$ 90.00
TOTAL FEES THIS INVOICE:			$320.00

Travel

The City will reimburse outside counsel for reasonable travel expenses associated with the legal work performed on behalf of the City, provided the expenses meet all regulations established by the City's current Travel Policy, a copy of the most recently adopted version is attached as Exhibit A. All travel must be pre-approved by the City Attorney, and the law firm representatives should make travel arrangements that are consistent with the prudent use of public funds. Law firms will not be reimbursed for first class air travel, expenses at luxury hotels or similar expenditures. The City also will not pay for time spent traveling unless the attorney was performing work for the City while en route.

Staffing

When staffing a matter for the City, care should be taken to ensure that the staffing is appropriate for the matter, with limitations on the number of timekeepers assigned to the file. The number of timekeepers and the experience level of those timekeepers should be consistent with professional standards considering the complexity of the matter and the volume of the work. Staffing should be established at the beginning of the representation, and any changes to that staffing must be reviewed with the City Attorney.

Expenses and Disbursements

The City will reimburse law firms for reasonable disbursements. The cost of filing fees, long distance phone calls (telephone and facsimile), messenger and overnight delivery charges will be reimbursed at the actual expense incurred. Copying charges will be reimbursed at the maximum rate approved by BOMA in its records policy, a copy of the most recently adopted version can be found online at www.franklintn.gov. Absent extenuating circumstances, it is expected that the firm will not charge the City for that research in addition to the time spent performing the research by the timekeeper. The City will not pay for secretarial overtime, library services, temporary employees, and similar expenses that should be included in the law firm's overhead (i.e., filing, billing, Westlaw® fees, etc.). Because the City is exempt from all taxes, such a line-item should not be charged. All other fees and charges shall be presumed to be a part of the Outside Counsel's overhead and shall be denied unless specifically authorized by the City Attorney.

HISTORIC FRANKLIN TENNESSEE

City of Franklin

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

File #: 21-0332

DATE: June 7, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Heather Eusebio, Research & Planning Specialist

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2019-0122, With SS-CH Franklin, LLC For Parkland Impact Fee And Construction Agreement For Aureum PUD

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 1 to the Parkland Impact Fee and Construction Agreement for Aureum PUD.

BACKGROUND/STAFF COMMENTS:

The City and SS-CH Franklin, LLC are parties to that certain Parkland Impact Fee Agreement ("Agreement") dated June 11, 2019. The parties desire to amend the Agreement to update the exhibits to show location changes for both public and private amenities and make certain other modifications as described herein.

FINANCIAL IMPACT:

The total Parkland Impact Fee obligation for this project is TWO MILLION SIXTY-FIVE THOUSAND NINE HUNDRED TWENTY AND NO/100 DOLLARS ($2,065,920.00); and One Hundred Percent (100%) of the Parkland Impact Fees shall be paid at the first building permit for the residential portion of this development and eligible for One Hundred Percent (100%) reimbursement.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 1 to COF Contract No. 2019-0122.

AMENDMENT NO. 1 TO COF CONTRACT NO. 2019-0122

PARKLAND IMPACT FEE AND CONSTRUCTION AGREEMENT FOR PRIVATE/PUBLIC

FOR AUREUM PUD BETWEEN THE CITY OF FRANKLIN AND SS-CH FRANKLIN, LLC

This Amendment No. 1 to COF Contract No. 2019-0122 ("Amendment") is entered into by SS-CH Franklin, LLC (hereinafter "SouthStar") and the City of Franklin ("City") to amend and replace Exhibit A.

WITNESSETH:

WHEREAS, the City and SS-CH Franklin, LLC are parties to that certain Parkland Impact Fee Agreement ("Agreement") dated June 11, 2019; and

WHEREAS, the parties desire to amend the Agreement to replace and update and the exhibits to demonstrate the changes in locations for both private and public amenities and make certain other modifications as described herein; and

WHEREAS, the total Parkland Impact Fee obligation for this project is TWO MILLION SIXTY-FIVE THOUSAND NINE HUNDRED TWENTY AND NO/100 DOLLARS ($2,065,920.00); and One Hundred Percent (100%) of the Parkland Impact Fees shall be paid at the first building permit for the residential portion of this development and eligible for One Hundred Percent (100%) reimbursement.

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

1. The foregoing recitals are incorporated by reference as if fully state herein:

2. The Agreement shall be amended to remove and replace Exhibit A (*new Exhibit A attached hereto*) to demonstrate the changes in locations for both private and public amenities.

3. Waiver. Neither party's failure nor delay exercising any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

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

5. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement or any other contract, agreement, or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

6. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

7. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

8. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination and may also have such other remedies as it may be entitled to in law or in equity.

9. Survival. This Amendment shall survive the completion of any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

10. All other provisions of the Agreement dated August 14, 2023, are unchanged and remain in full force and effect.

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

CITY OF FRANKLIN, TENNESSEE **Attest:**

By:_____ By: _____
Dr. Ken Moore, Mayor Angie Skarp, City Recorder

Date:_____ Date:_____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

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

Witness my hand and seal, at office, this_____day of_____, 20____.

_____
NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
J. Blake Harper, Staff Attorney

SS-CH Franklin, LLC
By: _____

Name: _____

Title: _____

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

STATE OF _____)
)
COUNTY OF_____)

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

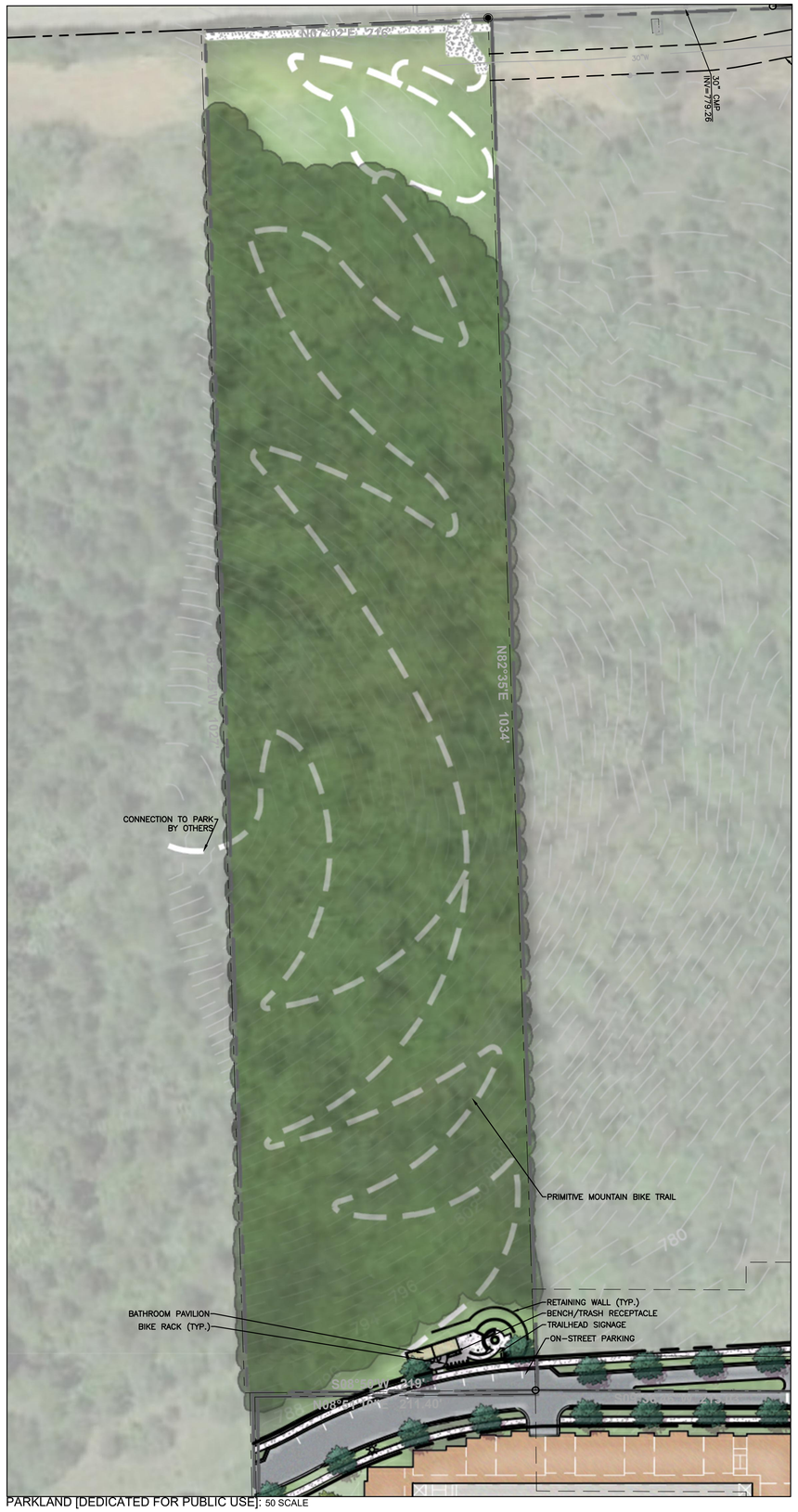
I certify under PENALTY OF PERJURY under the laws of the State of_____
_____that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

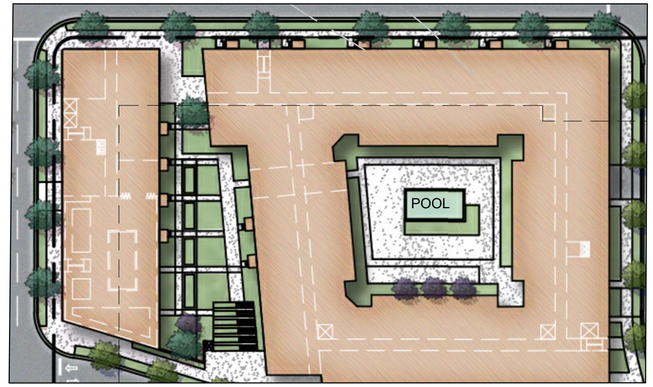
_____
NOTARY PUBLIC

My Commission Expires: _____

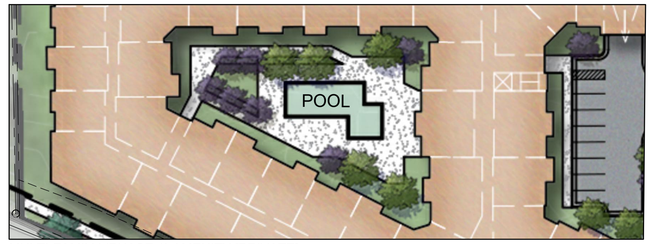
EXHIBIT A



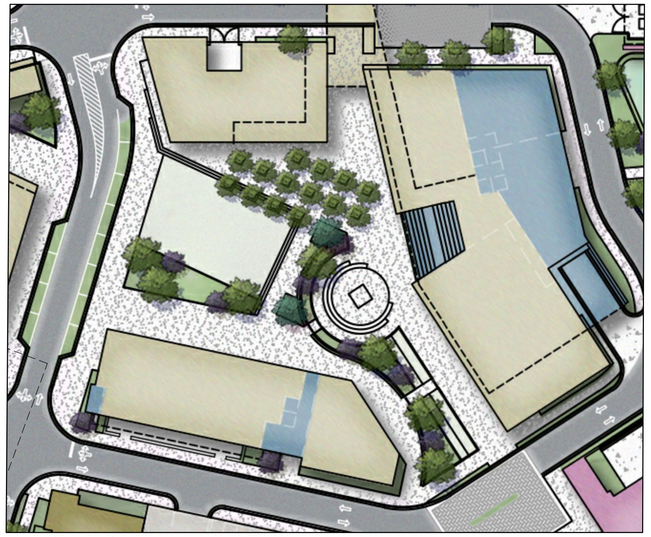
PARKLAND [DEDICATED FOR PUBLIC USE]: 50 SCALE



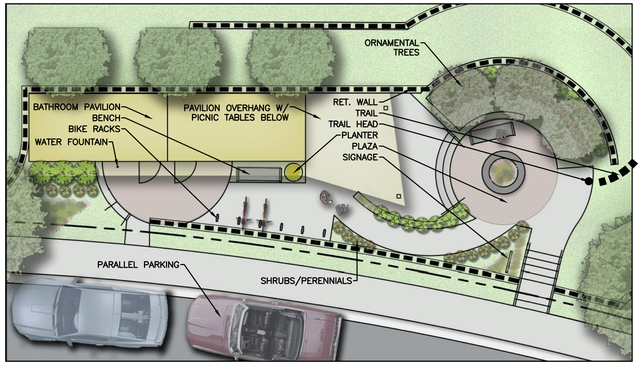
MULTI-FAMILY (PHASE 2) AMENITY [PRIVATE]: 50 SCALE



MULTI-FAMILY (PHASE 1) AMENITY [PRIVATE]: 40 SCALE



PLAZA (PHASE 5) AMENITY [PRIVATE FOR PUBLIC USE]: 50 SCALE



PARKLAND [DEDICATED FOR PUBLIC USE]: 10 SCALE

Aureum Parkland Dedication Calculations

Parkland Impact Fee Calculations

Description	Qty.	Units	cost/unit	Required Impact Fee
Multi-Family Units	480	Units	$ 4,304.00	$ 2,065,920.00

Parkland Land Dedication / Set-aside Calculations

Description	Qty.	Units	Remarks
Acreage Required (For Pulic Park Dedication)	5	ac	As Approved by BOMA
Acreage Provided (For Public Park Dedication)	5.15	ac	
Acreage Provided Value (Actual Purchase Cost)	$ 1,300,000.00		Plus Closing/Legal/Survey/Title Fees
Public for Public Use (100% of Off-Set Allowed)			
5.15 Public Park: Land Dedication Value (100%)	5.15	Ac.	$ 62,121.00 $ 319,923.15
Private for Public Use (75% of Off-Set Allowed)			
Plaza: Land Set-aside Value (75%)	0.82	Ac.	$ 62,121.00 $ 38,204.42
Private for Private Use (25% of Off-Set Allowed)			
Multi-family (Phase 2): Land Set-aside Value (25%)	0.24	Ac.	$ 62,121.00 $ 3,727.26
Multi-family (Phase 1): Land Set-aside Value (25%)	0.15	Ac.	$ 62,121.00 $ 2,329.54

Construction of Public Park Improvements in Lieu of Parkland Impact Fee Off-sets

Description	Qty.	Units	cost/unit	Total
Land Acquistion Cost:				
Legal, Survey, Title, Closing	1	ls	$ 40,000.00	$ 40,000.00
Land Financing Cost Prior to Const. (3yr@5%)	1	ls	$ 195,000.00	$ 195,000.00
Total Land Acquisition Cost:				**$ 235,000.00**
Parkland Improvement Costs:				
Parkland Construction Drawing Design Cost	1	ls	$ 125,000.00	$ 125,000.00
Park - Trail Improvements:				
Primitive Bike/Hiking Trail (on-site)	2,900	lf	$ 15.00	$ 43,500.00
Primitive Bike/Hiking Trail (off-site)	100	ac	$ 20.00	$ 2,000.00
Trail Grading, Clearing, Grubbing	27,000	sf	$ 1.80	$ 48,600.00
Park Appurtenances				
Benches	4	ea	$ 2,500.00	$ 10,000.00
Trash Receptacles	2	ea	$ 1,200.00	$ 2,400.00
Outdoor Drinking Fountain	1	ea	$ 4,000.00	$ 4,000.00
Bike Racks (For up to 22 Bikes, 2 bikes per Rack)	11	ea	$ 500.00	$ 5,500.00
Trail Head Map Kiosk	2	ea	$ 7,500.00	$ 15,000.00
Park Roadway Signage / Monument Sign	1	ls	$ 20,000.00	$ 20,000.00
Trail Head Plaza	1,600	sf	$ 15.00	$ 24,000.00
Plaza Hardscape & Parallel Parking				
Asphalt (Parallel Parking)	165	sy	$ 65.00	$ 10,725.00
Concrete Sidewalk	2,700	sf	$ 6.00	$ 16,200.00
Steps/Ramp/Handrails	1	ls	$ 7,500.00	$ 7,500.00
Curb/Gutter	500	lf	$ 15.00	$ 7,500.00
Light Poles	3	ea	$ 3,200.00	$ 9,600.00
Parking/Amenity Grading, Clearing, Grubbing	1	ea	$ 55,000.00	$ 55,000.00
Storm Pipe	100	lf	$ 105.00	$ 10,500.00
Storm Inlets	2	ea	$ 4,800.00	$ 9,600.00
Utility Connections (Water/Sewer)	1	ls	$ 35,000.00	$ 35,000.00
Retaining Wall	2,200	sf	$ 35.00	$ 77,000.00
Park Structure/Restrooms	1	ea	$ 120,000.00	$ 120,000.00
Landscaping				
3" Cal. Canopy Trees (Parking Lot Islands)	12	ea	$ 550.00	$ 6,600.00
2" Cal. Understory Trees (Accent Plantings)	12	ea	$ 400.00	$ 4,800.00
36" Ht. Shrubs (Parking Lot Screening)	50	ea	$ 180.00	$ 9,000.00
Perennials	75	ea	$ 15.00	$ 1,125.00
Seed	27,000	sf	$ 0.25	$ 6,750.00
Construction Supervision and Management	1	ls	$ 108,000.00	$ 108,000.00
Construction Inspection Costs - Consultants	1	ls	$ 25,000.00	$ 25,000.00
Construction Financing Costs (1-Year)	1	ls	$ 115,000.00	$ 115,000.00
Total Public Park Improvements Cost:				**$ 1,169,900.00**

Construction of Private Park and Recreation Amenities Improvements in Lieu of Parkland Impact Fee Off-sets (Open to Public)

Description	Qty.	Units	75% cost/unit	Total
Private Recreation Amenities (PLAZA)				
Plaza Construction Drawing Design Cost / Mtgs.	1	ls	$ 80,000.00	$ 80,000.00
Plaza Appurtenances				
Benches	12	ea	$ 2,500.00	$ 30,000.00
Trash Receptacles	6	ea	$ 1,200.00	$ 7,200.00
Ornamental Planters	7	ea	$ 1,800.00	$ 12,600.00
Tables/Chairs	7	ea	$ 4,500.00	$ 31,500.00
Speakers/WiFi	1	ls	$ 35,000.00	$ 35,000.00
Electric service (For Events)	1	ls	$ 40,000.00	$ 40,000.00
Plaza Hardscape				
Permeable Pavers & Stone	24,000	sf	$ 12.00	$ 288,000.00
Scored Concrete Plaza	1,250	sf	$ 7.00	$ 8,750.00
Tree Grates	14	ea	$ 2,700.00	$ 37,800.00
Handrails	1	ls	$ 15,000.00	$ 15,000.00
Lighting (Pole)	6	ea	$ 3,200.00	$ 19,200.00
Lighting (Up-Lights / Accent Lighting)	60	ea	$ 275.00	$ 16,500.00
Plaza/Amenity Grading, Clearing, Grubbing	1	ea	$ 65,000.00	$ 65,000.00
Storm Pipe	300	lf	$ 105.00	$ 31,500.00
Storm Inlets	7	ea	$ 4,800.00	$ 33,600.00
Steps / Ramps	1	ls	$ 27,000.00	$ 27,000.00
Retaining Wall	2,500	sf	$ 35.00	$ 87,500.00
Plaza Landscaping				
3" Cal. Canopy Trees	25	ea	$ 550.00	$ 13,750.00
2" Cal. Understory Trees	15	ea	$ 400.00	$ 6,000.00
18" Ht. Shrubs	150	ea	$ 75.00	$ 11,250.00
Ornamental Grass/Perennials/Season Color	500	ea	$ 15.00	$ 7,500.00
Sod / Formal Lawn	6,200	sf	$ 1.45	$ 8,990.00
Plaza Construction Supervision and Management	1	ls	$ 60,000.00	$ 60,000.00
Plaza Construction Inspection Costs - Consultants	1	ls	$ 25,000.00	$ 25,000.00
Plaza Construction Financing Costs (1-Year)	1	ls	$ 115,000.00	$ 115,000.00
Total Private Park Plaza Improvements Cost:				**$ 1,113,640.00**
Total Private Park Plaza Improvements Cost [75%]:				**$ 835,230.00**

Construction of Private Park and Recreation Amenities Improvements in Lieu of Parkland Impact Fee Off-sets (Not Open to Public)

Description	Qty.	Units	25% cost/unit	Total
Private Recreation Amenities (Swimming/Courtyard)				
Multi-family (Phase 2) [Cost - 25% x $700,000]	1	ls	$ 175,000.00	$ 175,000.00
Multi-family (Phase 1) [Cost - 25% x $700,000]	1	ls	$ 175,000.00	$ 175,000.00
Total Private Park Improvements Cost [25%]:				**$ 350,000.00**

Parkland Dedication Offset Calculations

Description	Qty.	Units	cost/unit	Total
Parkland Land Dedication / Set-aside Value:				$ 364,184.36
Public & Private Parkland Construction Cost Total:				$ 2,355,130.00
Total Proposed Parkland Dedication				$ 2,719,314.36
Required Parkland Dedication				$ 2,065,920.00
Parkland Dedication Balance				$ (653,394.36)

NOTE: **The Aureum Parkland Dedication Calculations were developed based upon the following key assumptions:**

1 The actual Land Acquisition Cost will be $1,300,000.00 however reimbursement for Land Dedication will be $319,923.00 based upon the current Parkland Dedication Ordinance eligible value of $62,121.00 per acre and 5.15 acres of parkland Area;

2 Closing Costs resulting from the land acquisition for legal, survey, title, taxes, recording, etc. will be +/- $40,000.00;

3 Due to Aureum Construction Phasing/Sequencing, Aureum Development Team will need to hold land for 3 years following acquisition prior to beginning any physical Parkland Dedication Improvements. This will result in land financing costs of $195,000.00 based upon 3 years interest at 5% of purchase price;

4 Design costs related to civil, architectural, landscape and trail design costs of the Parkland Improvements will be $125,000.00;

5 Construction of Parkland Improvements will begin in year 4 following acquisition and will require 1 year to construct. Construction financing costs including the cost of the land in year 4 are estimated at $115,000.00;

6 Private Recreational Facilities for the pool, deck, furnishings and amenities for Aureum's planned multi-family apartments and condominiums will each cost $700,000.00. Per the ordinance, these costs are eligible to be offset at 25% or a total of $175,000.00 per each private pool area;

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

RaganSmith
Nashville - Murfreesboro - Chattanooga
ragansmith.com

CITY OF FRANKLIN #8490
AUREUM PUD SUBDIVISION, DEVELOPMENT PLAN, REVISION 2
FOR
SS-CH FRANKLIN, LLC
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

Scale: AS NOTED
Date: JUNE 6, 2024
Approved By: S. BERNICK
Revisions:

Drawing Title:
ENLARGED PARKLAND PLAN

Drawing No.
C2.2

Project No.
24-0107

G:\24-0107-CIVIL ENGINEERING\25 SHEETS\07 PUD PARKLAND.DWG
PLOTTED BY BOBBY SHERLIN ON 6/4/2024 9:56 AM LAST UPDATED BY JDURCHHOLZ ON 4/23/2024 11:58 AM

City of Franklin

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

File #: 21-0415

DATE: June 26, 2024

TO: Board of Mayor and Aldermen

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

SUBJECT:

*Consideration Of Resolution 2024-61, A Resolution Authorizing City Of Franklin To Join The State of Tennessee And Other Local Governments In Amending The Tennessee State-Subdivision Opioid Abatement Agreement And Approving The Related Settlement Agreement

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the City of Franklin Joining the State of Tennessee and Other Local Governments in Amending the Tennessee State-Subdivision Opioid Abatement Agreement and Approving the Related Settlement Agreement.

BACKGROUND/STAFF COMMENTS:

The City joined the state-wide opioid settlement agreements years ago. We have joined the settlements for Janssen/J&J, Walmart, Walgreens, CVS, Teva, and Allegan. Now, Tennessee has joined a broad coalition of states and local political subdivisions in reaching a $1.2 billion nationwide settlement with Kroger. This agreement settles Kroger's opioid liability stemming from its operation of retail pharmacies at its grocery stores. Assuming full subdivision participation, Tennessee and its subdivisions are slated to receive more than $42 million. Tennessee subdivisions now have until August 12, 2024, to join this agreement. Subdivisions are also being asked to approve two amendments to the Tennessee State-Subdivision Opioid Abatement Agreement to have it apply to the Kroger settlement and to clarify some language.

FINANCIAL IMPACT:

Assuming the settlement agreement is accepted by the Court, the City would share in the $42 million awarded to Tennessee.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-61.

RESOLUTION 2024-61

A RESOLUTION AUTHORIZING THE CITY OF FRANKLIN TO JOIN THE STATE OF TENNESSEE AND OTHER LOCAL GOVERNMENTS IN AMENDING THE TENNESSEE STATE-SUBDIVISION OPIOID ABATEMENT AGREEMENT AND APPROVING THE RELATED SETTLEMENT AGREEMENT

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Tennessee, Williamson County, Tennessee and the City of Franklin, Tennessee; and

WHEREAS, the City of Franklin has suffered harm and will continue to suffer harm as a result of the opioid epidemic; and

WHEREAS, the State of Tennessee and some Tennessee local governments have filed lawsuits against opioid manufacturers, distributors, and retailers, including many federal lawsuits by Tennessee counties and cities that are pending in litigation captioned In re: National Prescription Opiate Litigation, MDL No. 2804 (N.D. Ohio) (the MDL case is referred to as the "Opioid Litigation"); and

WHEREAS, the City of Franklin has previously joined settlements with multiple pharmaceutical distributors, manufacturers, and retail pharmacies;

WHEREAS, Kroger Co., a retail pharmacy and grocery chain has proposed a settlement that City of Franklin finds acceptable and in the best interest of the community; and

WHEREAS, the Tennessee legislature enacted Public Chapter No. 491 during 2021 Regular Session of the 112th Tennessee General Assembly and was signed into law by Governor Bill Lee on May 24, 2021, which addresses the allocation of funds from certain opioid litigation settlements; and

WHEREAS, the Tennessee legislature enacted Public Chapter No. 568 during the 2024 Regular Session of the 113th Tennessee General Assembly and was signed into law by Governor Bill Lee on March 15, 2024, which would apply the statutory provisions passed in 2021 to the new settlement with Kroger Co, if it becomes effective; and

WHEREAS, the State of Tennessee, non-litigating counties, and representatives of various local governments involved in the Opioid Litigation have adopted a unified plan for the allocation and use of certain prospective settlement and bankruptcy funds from opioid-related litigation ("Settlement Funds"); and

WHEREAS, the Tennessee State-Subdivision Opioid Abatement Agreement (the "Tennessee Plan"), attached hereto as "Exhibit A," sets forth the framework of a unified plan for the proposed allocation and use of the Settlement Funds; and

WHEREAS, amendments to the Tennessee Plan, attached hereto as "Exhibit B," would extend its terms to the proposed Kroger Co. settlement and would clarify some language concerning the allocation of certain settlement funds; and

WHEREAS, participation in the settlement by a large majority of Tennessee cities and counties will materially increase the amount of settlement funds that Tennessee will receive from the pending proposed opioid settlement; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to join the State of Tennessee and other local governments in amending the Tennessee State-Subdivision Opioid Abatement Agreement and approve the related settlement agreement.

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

Section 1. That the City of Franklin finds that the amendments to the Tennessee Plan are in the best interest of the City of Franklin and its citizens because they would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 2. That the City of Franklin hereby expresses its support for a unified plan for the allocation and use of Settlement Funds as generally described in the Tennessee Plan.

Section 3. That the City of Franklin Mayor is hereby expressly authorized to execute the amendments to the Tennessee Plan in substantially the form attached as Exhibit "B" and the City Mayor is hereby authorized to execute any formal agreements necessary to implement a unified plan for the allocation and use of Settlement Funds that is substantially consistent with the Tennessee Plan and this Resolution.

Section 4. That the City of Franklin Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing the City of Franklin's agreement to the settlement of claims [and litigation] specifically related to Kroger Co. and any other settlement of opioid-related claims that Tennessee has joined.

Section 5. That the City of Franklin Mayor is authorized to take such other action as necessary and appropriate to effectuate the City of Franklin's participation in the Tennessee Plan and this settlement.

Section 6. This Resolution is effective upon adoption, the welfare of the City of Franklin, Tennessee requiring it.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2024.

ATTEST:

By:_____
Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By:_____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

Tennessee State-Subdivision Opioid Abatement Agreement

I. Definitions

For all sections of this Agreement, the definitions for terms set out in this Section I apply. The Agreement also uses additional terms that are defined in the Distributor/J&J Settlements and other agreements. In such instances, which are clearly stated, those terms are defined by those agreements.

A. "2021 Legislation." Public Chapter No. 491 passed during the 2021 Regular Session of the 112th Tennessee General Assembly and signed into law by Governor Bill Lee on May 24, 2021. For ease of reference purposes only, a copy of Public Chapter No. 491 is attached.

B. "Agreement." This document, the Tennessee State-Subdivision Opioid Abatement Agreement, a "state-subdivision opioid abatement agreement" as defined in the 2021 Legislation, Section 5(7) and Section 13(6). This Agreement is also a "State-Subdivision Agreement" as defined in the Distributor/J&J Settlement Agreements and a "Statewide Abatement Agreement" as defined in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy plans.

C. "Distributor/J&J Settlements." The settlements consisting of the joint settlement agreement with distributors McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation and their subsidiaries and other related entities and the settlement agreement with manufacturer Johnson & Johnson, its Janssen subsidiaries and other subsidiaries and related entities. Both settlements qualify as Statewide Opioid Settlement Agreements.

D. "Joint Abatement Bankruptcy Plan." A plan confirmed in federal bankruptcy court under Title 11 of the United States Code that resolves state and subdivision claims related to the manufacture, marketing, distribution, dispensing, or sale of opioids in a manner that allocates funds for abatement jointly to the state and its subdivisions. The plans in the Purdue Pharma L.P. and Mallinckrodt PLC bankruptcy cases are examples of Joint Abatement Bankruptcy Plans.

E. "Opioid Abatement Council." The council created by the 2021 Legislation, Sections 3-9.

F. "Relevant Funds." Funds that, pursuant to a Joint Abatement Bankruptcy Plan, are allocated to the State for the claims of the State and its Subdivisions and that must be dedicated to opioid abatement programs.

G. "State." The State of Tennessee.

H. "State-Only Opioid Settlement Agreement." A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which there are not provisions for Subdivision joinder.

I. "State Opioid Judgment." A judgment obtained by the State against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

J. "Statewide Opioid Settlement Agreement." A settlement agreement entered into by the State and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids in which subdivision claims are addressed.

K. "Statutory Bar." A law barring all subdivisions (not limited to counties and municipalities) in the state from maintaining released claims against released entities, either through a direct bar or through a grant of authority to release claims. The 2021 Legislation, Sections 10-19 establishes a grant of authority process for a statutory bar to be enacted for the entities addressed in the Distributor/J&J Settlements.

L. "Subdivision." A Tennessee county or municipality.

M. "Subdivision-Only Opioid Settlement Agreement" A settlement agreement between one or more Subdivisions and one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids that does not include the State as a party.

N. "Subdivision Opioid Judgment." A judgment obtained by one or more Subdivisions against one or more entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids.

O. "Tennessee Opioid Abatement Fund." The opioid abatement trust fund established by the 2021 Legislation, Sections 1-2.

II. Interaction of this Agreement with Settlements, Bankruptcy Plans and Legislation

This Agreement replaces certain default provisions in specified State Opioid Settlement Agreements and Joint Abatement Bankruptcy Plans. Certain default provisions are also replaced by the 2021 Legislation and consent judgments will be filed for State Opioid Settlement Agreements. Thus, there will be multiple sources of authority for the application of each settlement agreement or bankruptcy plan. While parts of the 2021 Legislation are described in this Agreement, such descriptions do not supersede the statutory language, which is controlling.

III. Allocation of Funds in the Distributor/J&J Settlements

The Distributor/J&J Settlements allow for payment and allocation default provisions to be replaced by state-subdivision agreements, by statute, and other means. As referenced below, the 2021 Legislation addressed some of the default provisions in these settlements. This Agreement makes a few additional changes to the default provisions. As described below, some default provisions remain in place.

A. Allocation among three sub-funds. The Distributor/J&J Settlements initially allocate the vast majority of settlement funds among three sub-funds for each state: the "State Fund," the "Abatement Accounts Fund," and the "Subdivision Fund."[1] Subject to the terms of the specific settlement agreements and assuming full subdivision participation and maximum payments, allocation among the three Tennessee sub-funds shall remain the same as with the default provision: 15% to the State Fund, 70% to the Abatement Accounts Fund, and 15% to the Subdivision Fund.

B. Use of funds. The Distributor/J&J Settlements have provisions concerning the use of funds and those are controlling.[2] Generally they require that money from all three sub-funds be used for "Opioid Remediation" as that term is defined in those agreements. Such definitions include restitution for past abatement within the definition of remediation.

C. State Fund. The 15% State Fund shall be directed to the State's general fund unless directed to the Tennessee Opioid Abatement Fund by future legislation.

D. Abatement Accounts Fund.

1. The 70% Abatement Accounts Fund shall be directed to the Tennessee Opioid Abatement Fund.

2. The 2021 Legislation fully replaces the default provisions for the Abatement Accounts Fund.[3] Among the legislative provisions is the requirement that for the Distributor/J&J Settlements funds deposited into the Tennessee Opioid Abatement Fund, the Opioid Abatement Council shall disburse 35% of these proceeds to counties that join the settlements to be spent on opioid abatement and remediation pursuant to Subsections 6(q)-(s). 2021 Legislation Section 6(p).

3. The 2021 Legislation allows for a state-subdivision agreement to determine the metrics used in allocating certain funds among participating counties. 2021 Legislation, Section (6)(q). It is agreed that the allocation formula shall use data for fatal and non-fatal opioid overdoses, opioid sales measured by morphine milligram equivalents, and population. Details and agreed terms regarding the metrics, the updating of allocation percentages, and the initial allocation percentages for each county is set out in Exhibit A.

E. Subdivision Fund.

1. The 15% Subdivision Fund shall generally be directed to the Subdivisions participating in the Distributor/J&J Settlements pursuant to the default provisions of those agreements, including the allocation of funds for non-litigating municipalities with populations under 10,000 to their respective counties.

[1] "State Fund," Abatement Accounts Fund," and "Subdivision Fund" are all defined terms in the Distributor/J&J Settlement agreements. They are sub-funds of the settlements' "Settlement Fund" into which the companies make base and incentive payments pursuant to the settlement agreements.
[2] Some examples are distributor agreement Subsections V.B.1-2 and J&J agreement Subsections VI.B. 1-2.
[3] These are mainly found in distributor agreement Section V.E and J&J agreement Section VI.E.

2. The default provisions are adjusted for non-litigating municipalities in participating counties that both (1) have populations of 10,000 to 30,000 per the 2019 U.S. Census estimate and (2) have a Subdivision Fund allocation percentage less than 0.5%.[4] The allocations for such municipalities shall be directed to their respective counties if the county is a participating subdivision. (If the county is not a participating subdivision, the funds are not redirected to the county.) The reallocation for such municipalities located in multiple counties will be divided among those counties pursuant to the data used in Exhibit G of the Distributor/J&J Settlements. These redirected funds to certain counties shall be spent on future opioid abatement and shall be subject to the same statutory requirements as the Abatement Accounts Fund money the county receives from the Tennessee Opioid Abatement Fund. These redirected funds to certain counties are in addition to the funds allocated to participating counties pursuant to 2021 Legislation Section 6(p) and should not be included in calculating or disbursing the 35% amount allocated to participating counties. Such redirected funds should also not be viewed as an additional recovery by the county for purposes of calculating any contingency fees agreements.

F. Attorneys' fees and costs. The Distributor/J&J Settlements have provisions for funds dedicated to or related to attorneys' fees, costs, and/or expenses. There are also funds for states without outside counsel, identified as "Additional Restitution Funds." Such funds shall be allocated pursuant to such agreements and are not addressed by this Agreement.

IV. Allocation of Funds for other Statewide Opioid Settlement Agreements

A. Application to future settlements. To the extent allowed by such agreement and subject to IV.B.2 of this Agreement, the provisions in Section III above shall replace default provisions in, and apply to, any future Statewide Opioid Settlement Agreement in which Tennessee counties and municipalities are able to join and receive benefits, either directly or indirectly, in exchange for a release of claims.[5] Not all municipalities need to be eligible to join such a settlement for the provisions of this Section IV to apply. Indirect benefits include funds being allocated to counties and/or the Tennessee Opioid Abatement Fund.

B. Exceptions. The application of Section IV.A. is limited, as follows:

1. The directing of 35% of Abatement Funds to the counties pursuant to the 2021 Legislation Section 6(p) shall not apply to any Statewide Opioid Settlement Agreement that includes an incentive or other benefit for a Statutory Bar unless (a) Section 19 of the 2021 Legislation is amended to specifically allow a Statewide Opioid Settlement Agreement release for the settling entity or entities or (b) another statute that qualifies as a Statutory Bar for such settlement is enacted. Should such settlement become effective prior

[4] For the avoidance of doubt, a non-litigating municipality with a population between 10,000 and 30,000 that has a Subdivision Fund allocation percentage of 0.5% or greater is not affected by this subsection and receives its direct allocation from the Subdivision Fund.

[5] For the avoidance of doubt, the Section III provisions include the 15%/70%/15% allocation of settlement funds among the three sub-funds.

to the enactment of a Statutory Bar addressing claims against the settling entity or entities, 35% of the funds directed to the Tennessee Opioid Abatement Fund shall be withheld and not allocated until the earlier of (1) the enactment of such a Statutory Bar or (2) a full regular session of the Tennessee General Assembly has occurred.

2. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement unless the application of this Agreement to such settlement is approved by a majority of (a) counties and (b) municipalities having a population over 30,000 after such settlement is negotiated and provided to such subdivisions. Whether there is majority approval shall be measured by population of the relevant subdivisions. Population figures shall be from the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

3. Section IV.A shall not apply to any Statewide Opioid Settlement Agreement with Endo International plc. or its subsidiaries.

C. Statutory provisions. The language in this section does not address or control whether any default provisions in a Statewide Opioid Settlement Agreement are replaced by the 2021 Legislation or any other statutory provision if Section IV.A does not apply to such settlement.

V. Allocation of Funds for Opioid-Related Claims in Joint Abatement Bankruptcy Plans

A. Relevant Funds. Multiple opioid manufacturers have filed for bankruptcy in actions for which the State and many Subdivisions are creditors for opioid-related claims. These companies include Purdue and Mallinckrodt. It is anticipated that other entities involved in activities related to the manufacture, marketing, distribution, dispensing, or sale of opioids may also file for bankruptcy and that the State and one or more Subdivisions will pursue opioid-related claims in those actions. Funds allocated to the State and Subdivisions for such claims shall be disbursed pursuant to the confirmed bankruptcy plan for the relevant entity, including requirements for funds to be used for future abatement. It is anticipated that one or more of such plans shall include the allocation of Relevant Funds that must be dedicated to opioid abatement programs. All Relevant Funds shall be placed in the Tennessee Opioid Abatement Fund and allocated pursuant to Sections V.B. Relevant Funds do not include funds disbursed through bankruptcy plans that are not restricted to abatement or that are disbursed for claims that are unrelated to the opioid crisis.

B. Allocation of Relevant Funds. To the extent permissible under the subject bankruptcy plan, Relevant Funds from Joint Abatement Bankruptcy Plans shall be allocated in the same manner as the Abatement Account Funds from the Distributor/J&J Settlements are disbursed under Section III.D and the 2021 Legislation. Thus, the Opioid Abatement Council shall disburse 35% of the proceeds from such bankruptcy plans to the counties subject to 2021 Legislation

Subsections 6(q)-(s). All default provisions related to Relevant Funds in such bankruptcy plans are replaced by this Agreement.[6]

C. Exception. Section V shall not apply to any bankruptcy plan for Endo International plc. or its subsidiaries.

D. Statutory provisions. The language in this section does not address or control whether any default provisions in a Joint Abatement Bankruptcy Plan are replaced by the 2021 Legislation or any other statutory provision if Sections V.A-B do not apply to such bankruptcy plans.

VI. No Application to Other Funds

A. State-Only Opioid Settlement Agreements and State Opioid Judgments. The Attorney General may direct funds from a State-Only Opioid Settlement Agreement or a State Opioid Judgment to the Tennessee Opioid Abatement Fund. Subject to the terms of specific agreements and any conditions placed on the funds prior to their being placed in the Tennessee Opioid Abatement Fund, the funds shall be allocated by the Opioid Abatement Council pursuant to the 2021 Legislation. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from State-Only Opioid Settlement Agreements or State Opioid Judgments.

B. Subdivision-Only Settlement Agreements and Subdivision Judgments. The allocation and other provisions in this Agreement that apply to certain Statewide Opioid Settlement Agreements and to certain funds from Joint Abatement Bankruptcy Plans do not apply to funds from Subdivision-Only Opioid Settlement Agreements or Subdivision Opioid Judgments.

VII. Adoption and Amendment of Agreement

A. Controlling Authority. For this Agreement to replace default provisions in the Distributor/J&J Settlements, it must be adopted by statute or approved by the State and a sufficient number of Subdivisions as set forth in Exhibit O of those settlements. For this Agreement to replace default provisions in the Purdue and other bankruptcy plans, it is anticipated that it will need to be approved by the State and a sufficient number of Subdivisions as set forth in the specific bankruptcy plans. There are similar requirements for amending state-subdivision agreements such as this Agreement. It is understood that the approval process and participation requirements set out in this Section VII meet the requirements of these settlement agreements and anticipated bankruptcy plans. For any settlement agreement or bankruptcy plan that allows for a state-subdivision agreement to determine the requirements for amendment of a state-subdivision

[6] For example, the provisions related to the default "Government Participation Mechanism" in the Purdue bankruptcy plan are not applicable with the adoption of this Agreement (which incorporates the Opioid Abatement Council).

agreement, the approval process and participation requirements set out in this Section VII for an amended agreement shall control. Similarly, if this Agreement is adopted by statute, the approval process and participation requirements set out in this Section VII for an amended agreement shall control.

B. Adoption of Agreement. This Agreement is adopted if it is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate "Population Percentages," determined as set forth below, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50%, provided that these Subdivisions also represent 15% or more of the counties, by number.

C. Population Percentage Calculation. Population Percentages shall be determined as follows: The Population Percentage of each county shall be deemed to be equal to (1) (a) 200% of the population of such county minus (b) the aggregate population of all Primary Municipalities located in such county, divided by (2) 200% of the state's population. A Primary Municipality means a municipality with a population of at least 25,000. The Population Percentage of each Primary Municipality shall be equal to its population divided by 200% of the state's population. (The result of these calculations is that every person is counted twice: everyone in a Primary Municipality is counted once for that municipality; everyone is counted at least once for their county; and those not in a Primary Municipality are counted a second time for their county.) Except as required by a specific settlement agreement or bankruptcy plan, the population figures for these calculations shall be the 2020 U.S. Census counts for the initial adoption of the Agreement and, for adoption of an amended agreement, the most recently published U.S. Census population figures (actual count or estimate) for a year for which data is available for both counties and municipalities.

D. Amendment of Agreement. This Agreement may be amended if that amended agreement is approved by the Attorney General, on behalf of the State, and either (1) Subdivisions whose aggregate Population Percentages, determined as set forth above, total more than 60%, or (2) Subdivisions whose aggregate Population Percentages total more than 50% provided that these Subdivisions also represent 15% or more of the counties, by number.

VIII. Effect of Agreement

Nothing in this Agreement is intended to abridge or enlarge the authority of the Attorney General, the State, or the subdivisions, except as expressly stated herein.

Exhibit A: County Allocation for Opioid Abatement Fund

Certain abatement funds are allocated by county pursuant to the 2021 Legislation and/or the provisions of this Agreement. The allocations shall be set consistent with the 2021 Legislation and as set forth below.

A. County Allocation Data. The following data shall be used in the county allocation calculations:

1. Fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

2. Non-fatal opioid overdose data collected by the Tennessee Department of Health. The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

3. Opioid sales as measured by morphine milligram equivalents ("MME"). The aggregate figures for the most recent three years of available data shall be used when allocation calculations are performed.

4. County population. The 2020 U.S. Census counts will be used for the initial allocations. For future allocation calculations, the most recent population estimate or actual count data published by the U.S. Census shall be used.

B. Weighting of Data. In calculating the county allocation percentages, the data shall be weighted as follows:

1. Fatal opioid overdose data shall be weighted at 12.5%.

2. Non-fatal opioid overdose data shall be weighted at 12.5%.

3. Opioid sales as measured by MME shall be weighted at 25%.

4. Population shall be weighted at 50%.

C. Updating of Allocations. The county allocations shall be updated pursuant to statute. The 2021 Legislation requires updating every four years and addresses what happens if a data set used in the initial allocations is unavailable.

D. Allocation Process. The State shall make the initial data and allocable share calculations available to the counties to review for 30 days in order to identify and correct any mathematical or data entry errors. The Opioid Abatement Council will allow for similar review for future reallocations.

E. Holdback Share. It is recognized that, particularly for some very small counties, there could be limits on the ability of the data to capture the scope of the opioid crisis in the county. For example, a large segment of a county's population may fill prescriptions in a neighboring county, resulting in MME data that dramatically underrepresents the level of opioids prescribed to the residents of the county. To address limited situations such as this, 2% of the abatement funds

allocated to counties shall be initially held back until the Opioid Abatement Council can consider county requests for adjustments to their allocation percentages due to such data issues. However, such requests will only be granted when there is a finding that the data limitations substantially affected the county's overall allocation. The Council may only adjust allocation percentages upwards through the use of the 2% holdback fund and may find that no adjustments are needed. Any portion of the 2% holdback fund not used to adjust county allocations pursuant to this process will be released to the counties pursuant to their allocations, including any adjusted allocation percentages.

F. Initial County Allocation Percentages.

[TABLE TO BE INSERTED ONCE UPDATED DATA AVAILABLE]

County	Allocation without 2% holdback	Allocation with 2% holdback
Anderson	1.35%	1.33%
Bedford	0.71%	0.70%
Benton	0.26%	0.25%
Bledsoe	0.22%	0.22%
Blount	2.05%	2.01%
Bradley	1.46%	1.44%
Campbell	0.75%	0.73%
Cannon	0.28%	0.28%
Carroll	0.38%	0.38%
Carter	0.81%	0.80%
Cheatham	0.92%	0.91%
Chester	0.22%	0.21%
Claiborne	0.54%	0.53%
Clay	0.14%	0.14%
Cocke	0.65%	0.63%
Coffee	0.93%	0.91%
Crockett	0.17%	0.16%
Cumberland	0.94%	0.92%
Davidson	10.90%	10.68%
Decatur	0.18%	0.17%
DeKalb	0.38%	0.37%
Dickson	0.97%	0.95%
Dyer	0.48%	0.47%
Fayette	0.52%	0.51%
Fentress	0.37%	0.36%
Franklin	0.62%	0.60%
Gibson	0.64%	0.63%
Giles	0.45%	0.44%
Grainger	0.36%	0.35%
Greene	1.06%	1.04%
Grundy	0.27%	0.26%
Hamblen	0.93%	0.91%
Hamilton	4.79%	4.69%
Hancock	0.11%	0.11%
Hardeman	0.33%	0.33%
Hardin	0.43%	0.42%
Hawkins	0.92%	0.90%
Haywood	0.20%	0.19%

Henderson	0.39%	0.38%
Henry	0.47%	0.46%
Hickman	0.48%	0.47%
Houston	0.16%	0.15%
Humphreys	0.29%	0.28%
Jackson	0.22%	0.22%
Jefferson	0.77%	0.76%
Johnson	0.22%	0.22%
Knox	8.00%	7.84%
Lake	0.11%	0.11%
Lauderdale	0.32%	0.32%
Lawrence	0.67%	0.66%
Lewis	0.21%	0.21%
Lincoln	0.48%	0.47%
Loudon	0.78%	0.76%
Macon	0.37%	0.37%
Madison	1.17%	1.15%
Marion	0.46%	0.45%
Marshall	0.54%	0.52%
Maury	1.38%	1.35%
McMinn	0.82%	0.80%
McNairy	0.35%	0.34%
Meigs	0.19%	0.19%
Monroe	0.68%	0.66%
Montgomery	3.12%	3.06%
Moore	0.10%	0.09%
Morgan	0.39%	0.38%
Obion	0.43%	0.42%
Overton	0.38%	0.37%
Perry	0.14%	0.14%
Pickett	0.08%	0.08%
Polk	0.25%	0.24%
Putnam	1.12%	1.09%
Rhea	0.51%	0.50%
Roane	0.97%	0.95%
Robertson	1.21%	1.19%
Rutherford	4.82%	4.72%
Scott	0.34%	0.33%
Sequatchie	0.25%	0.24%
Sevier	1.58%	1.55%
Shelby	11.39%	11.16%
Smith	0.35%	0.34%
Stewart	0.26%	0.25%

Sullivan	2.34%	2.30%
Sumner	2.87%	2.81%
Tipton	0.85%	0.83%
Trousdale	0.20%	0.20%
Unicoi	0.29%	0.29%
Union	0.33%	0.33%
Van Buren	0.09%	0.09%
Warren	0.65%	0.63%
Washington	1.69%	1.65%
Wayne	0.25%	0.25%
Weakley	0.47%	0.46%
White	0.44%	0.43%
Williamson	2.48%	2.43%
Wilson	2.17%	2.13%
2% Hold Back	0.00%	2.00%
Total Tennessee	100.00%	100.00%

Tennessee State-Subdivision Opioid Abatement Agreement – 2023 Amendments

The Tennessee State-Subdivision Opioid Abatement Agreement is amended as follows:

Amendment 1:

Pursuant to Section IV.A, this Agreement shall apply to the following Statewide Opioid Settlement Agreements, should they become effective:

A. Allergan Public Global Opioid Settlement Agreement
B. CVS Settlement Agreement
C. Teva Global Opioid Settlement Agreement
D. Walgreens Settlement Agreement
E. Walmart Settlement Agreement

Amendment 2:

To allow for efficiency and more streamlined accounting, the fifth sentence in Section III.E.2 of the Agreement ("These redirected funds to certain counties shall be spent on future opioid abatement and shall be subject to the same statutory requirements as the Abatement Accounts Fund money the county receives from the Tennessee Opioid Abatement Fund.") shall be considered deleted and given no effect.

Amendment 3:

Notwithstanding the exception provisions in Section IV.B.3 and Section V.C. of the Agreement, Section V shall apply to funds from the Endo International plc bankruptcy (*In re Endo International plc, et al*., U.S. Bankruptcy Court, S.D.N.Y, No. 22-22549). As they have received funds from a prior settlement with Endo, the following counties shall not receive a share of the 35% of proceeds directed to counties pursuant to Section V.B: Carter, Greene, Hamblen, Hancock, Hawkins, Johnson, Sullivan, Unicoi and Washington. However, nothing in this agreement shall limit the Opioid Abatement Council's discretion in whether or not to approve any requested allocation from the remaining Endo proceeds or other funds to these counties or the municipalities participating in that prior settlement.

Note on adoption of amendments:

Amendment 1 shall be effective if approved as set forth in Section IV.B.2 of the Agreement. Amendments 2 and 3 shall be effective if approved as set forth in Section VII.D of the Agreement.

Tennessee State-Subdivision Opioid Abatement Agreement – 2024 Amendments

In addition to being asked to join the new Kroger settlement, Tennessee local governments are also being asked to approve two amendments to the Tennessee State-Subdivision Opioid Abatement Agreement. We summarize these proposed amendments below. The settlement participation packet being sent to counties and qualifying municipalities by the national administrator will also include a form to approve the two amendments. This is the same process used to approve Amendments 1-3 last year.

The full text of the proposed amendments can be found on the following page.

Summary of Amendment 4:

This amendment applies the terms of the State-Subdivision Agreement to the new settlement with Kroger. This amendment ensures the structure and procedures that apply to prior opioid settlements with the three national pharmaceutical distributors, pharmacy chains, and manufacturers will be the same for the new settlement. For example, the formula for using overdose and other data to allocate funds among the counties would be the same for the new agreements as with the existing ones.

Summary of Amendment 5:

This amendment adds language in the State-Subdivision Agreement to directly address what happens when a settlement uses the subdivision allocation list in the Janssen Settlement's Exhibit G or another prior opioid agreement. The current language in Section III.E.2, which involves reallocating settlement funds from certain municipalities to their respective counties, could potentially be misinterpreted to apply when allocation lists from prior agreements are used in new settlements. (The Janssen Exhibit G subdivision allocation list is used in the Kroger agreement and in the five settlements approved last year.) This amendment clarifies that when a settlement adopts Janssen Exhibit G or another prior opioid allocation list, there is no need for additional adjustments based on Section III.E.2. (The amendment does not limit a municipality's ability to direct its payments to its county if it chooses to do so.)

Following Page: Text of Amendments

On the next page is the text of the amendments, which are set out as they should appear in the settlement packets from the national administrator.

Tennessee State-Subdivision Opioid Abatement Agreement – 2024 Amendments

The Tennessee State-Subdivision Opioid Abatement Agreement, initially amended in 2023 with three amendments, is further amended as follows:

Amendment 4:

Pursuant to Section IV.A, this Agreement shall apply to the following Statewide Opioid Settlement Agreements, should it become effective:

A. Kroger Settlement Agreement

Amendment 5:

To clarify that when a future settlement adopts the subdivision allocation in Exhibit G from the J&J/Janssen Settlement Agreement or another prior settlement there is no need to make additional adjustments pursuant to Section III.E.2, the following sentence shall apply as if it were added to the end of footnote 5 on page 4 of the agreement:

> Additionally, should a future settlement adopt, as a default provision, the subdivision allocation list in Exhibit G from the J&J/Janssen Settlement Agreement or another prior opioid settlement agreement, then such list of Tennessee subdivisions shall be the default subdivision allocation list for that future settlement, and there is no need to make additional adjustments pursuant to Section III.E.2.

Note on adoption of amendments:

Amendment 4 shall be effective if approved as set forth in Section IV.B.2 of the Agreement. Amendment 5 shall be effective if approved as set forth in Section VII.D of the Agreement.

City of Franklin

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

File #: 21-0413

DATE: June 26, 2024

TO: Board of Mayor and Aldermen

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

SUBJECT:

Consideration Of Resolution 2024-59, A Resolution Authorizing The City Administrator To Approve Agreements And The Use Of Condemnation, If Necessary, To Acquire Rights-Of-Way And/Or Easements For The "Mallory Lane, North Royal Oaks And Liberty Pike Intersection Project"
WS 6/11/24

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2024-59.

BACKGROUND/STAFF COMMENTS:

On August 13, 2019, the BOMA approved Resolution 2019-68 to adopt the project list for the fiscal years (FYs) 2019-2028 Capital Investment Program (CIP). Included in that project list was the Mallory Lane, North Royal Oaks and Liberty Pike Intersection Project.

The project team has completed the preliminary design and staff is ready to start the ROW acquisition. Fair market value for any necessary ROW and/or easements will be determined by a qualified appraiser. In an effort to expedite the process, staff seeks BOMA approval to authorize the City Administrator to approve agreements to acquire easements and/or ROW on behalf of the BOMA. Additionally, staff seeks approval to proceed with condemnation to acquire the necessary property and/or easements, but only if negotiations fail.

FINANCIAL IMPACT:

There is no direct financial impact associated with Resolution 2024-59. Expenses will occur as the individual property acquisitions are settled.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2024-59.

RESOLUTION 2024-59

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE AGREEMENTS AND THE USE OF CONDEMNATION, IF NECESSARY, TO ACQUIRE RIGHTS-OF-WAY AND/OR EASEMENTS FOR THE "MALLORY LANE, NORTH ROYAL OAKS AND LIBERTY PIKE INTERSECTION PROJECT"

WHEREAS, the Board of Mayor and Aldermen of the City of Franklin, Tennessee (the "BOMA") has determined that the construction of certain improvements within the City limits are necessary, suitable, and desirable for the public welfare; and

WHEREAS, these improvements are generally described as roadway and intersection improvements on Mallory Lane, North Royal Oaks and Liberty Pike (the "Project"); and

WHEREAS, on October 25th, 2016, the BOMA approved Resolution 2016-69, A Resolution To Adopt The Project List For Phase I Of The FY 2017-2026 CIP (Capital Investment Program); and

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

WHEREAS, Mallory Lane, North Royal Oaks and Liberty pike Intersection Project was included in the list of project for Resolution 2016-69 and 2019-68; and

WHEREAS, it will be necessary, in order to construct said improvements, for the City to obtain additional rights-of-way ("real property") and easements ("real property interest") from the owners of the properties listed on the attached Exhibit A; and

WHEREAS, the Board finds that it is in the best interests of the City of Franklin and for efficiency when acquiring rights-of-way and/or easements ("property acquisition") for the Project to authorize the City Administrator to approve said property acquisition agreements on behalf of the BOMA; and

WHEREAS, the price to be paid for property acquisition shall be established by a qualified appraiser; and

WHEREAS, it has been general practice by the City, and by the Tennessee Department of Transportation ("TDOT") on which this City practice is based, to allow the staff performing the acquisition negotiations the ability to increase the offer by up to an additional ten percent (10%) or Ten Thousand Dollars ($10,000.00), whichever amount is greater, in an effort to successfully close the acquisition negotiations ; and

WHEREAS, the BOMA expressly finds that the City has the power of eminent domain to extend public roads (see T.C.A. §29-17-301 *et seq.*) and to acquire easements and/or rights-of-way necessary for proper completion of the said improvements, and that the acquisition of such easements and/or rights-of-way is for a public purpose and for a public use, and that the acquisition of the private property hereinafter described is necessary to accomplish said public use.

WHEREAS, the BOMA believes that the removal of certain contracts and purchases from the Board's agenda provides for more expedient conduct of City business; and

WHEREAS, all property acquisitions shall be reported to the BOMA as items approved by the City Administrator on behalf of the Board.

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

SECTION 1. The City Administrator, the City Engineer, and the City Attorney are authorized to obtain the necessary rights-of-way, permanent easements, and/or temporary easements on and/or across the properties listed in Exhibit A hereto and may enter into agreements with property owners with respect to the compensation to be paid for the said rights-of-way and/or easements, so long as such amounts are reasonable and supported by a qualified appraisal.

SECTION 2. In an effort to avoid the condemnation process and to complete the property acquisition process as efficiently as possible, the City Administrator or his designee is authorized to increase the purchase price offer above appraised value by up to ten percent (10%) or Ten Thousand Dollars ($10,000), whichever is greater.

SECTION 3. If an in impasse is reached during negotiations with a property owner and condemnation is the only alternative, then the City Attorney is authorized to commence necessary condemnation proceedings. After condemnation proceedings have commenced, the City Administrator, the City Attorney, and the City Engineer are authorized to enter into settlement agreements with property owners with respect to the compensation to be paid for the said rights-of-way and easements, so long as such amounts are reasonable and supported by a qualified appraisal.

SECTION 4. All land acquisitions completed under the authority granted by this resolution shall be reported to the Board of Mayor and Aldermen.

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

ATTEST:

By: _____
Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
William E. Squires
Assistant City Attorney

RESOLUTION 2024-59
EXHIBIT A

TRACT NUMBER	TAX MAP NUMBER	PARCEL NUMBER
1	079C	2
2	079C	1
3	79	36.1
4	79	36.06
5	62	32.05
6	62	32.04
7	62	32.03
8	079	71
9	079B	35
10	079B	34
11	079B	33
12	079C	32
13	079C	19
14	079C	18
15	079C	17
16	079C	16
17	062O	47
18	062O	7
19	079B	1
20	079B	6
21	079B	4
22	079B	5
23	079B	26
24	079B	27
25	079B	28
26	079C	29
27	079C	30
28	079C	31
29	062N	1

HISTORIC FRANKLIN TENNESSEE

City of Franklin

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

File #: 21-0403

DATE: June 26, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Kelly Dannenfelser, Asst. Director of Planning
Anna Ruth Kimbrough
Malee Cherry

SUBJECT:

Presentation On New City Hall Interior Design Concepts

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the interior design concepts for the New City Hall project.

BACKGROUND/STAFF COMMENTS:

As the site planning and exterior elevations are continuing to be designed for the new City Hall on the Public Square, the design team has developed several options for interior design concepts. Each includes inspirational imagery that helps tell the story of the design theme. This presentation will cover the three concepts: Franklin Charm, Tailored Neutrals, and Corporate Campus. BOMA feedback is requested to help focus the design direction for the interiors.

FINANCIAL IMPACT:

There is no financial impact to report during this update.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the interior design concept that best reflects and compliments the character of Franklin's historic downtown.

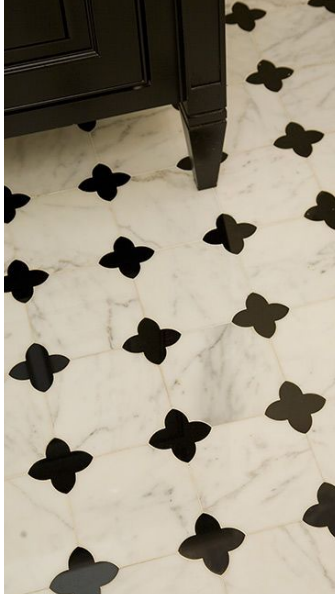
FRANKLIN CITY HALL

CONCEPTS

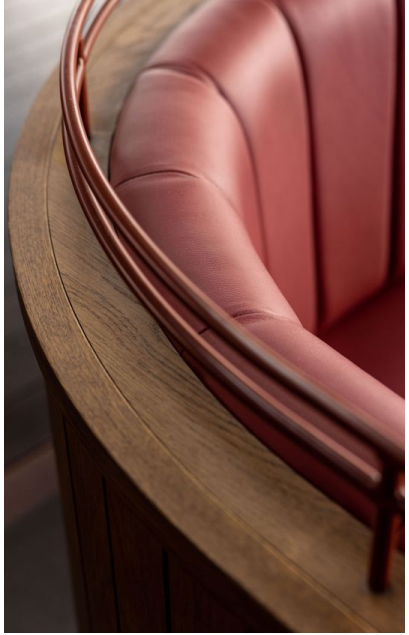
EXTERIOR DESIGN

CITY HALL

01 FRANKLIN CHARM



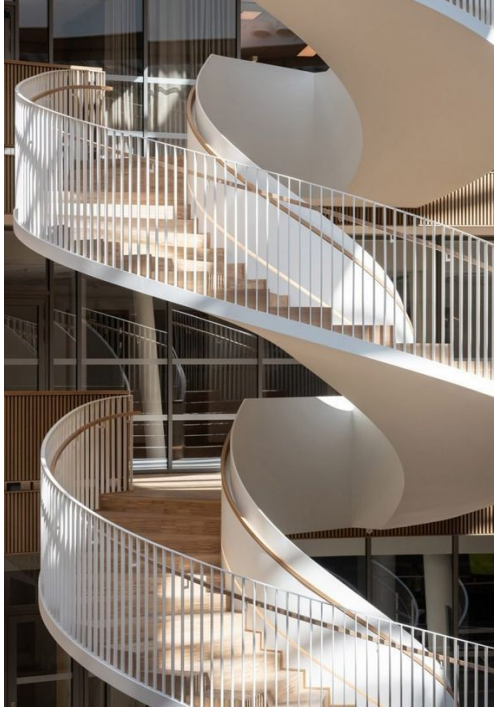
01 FRANKLIN CHARM

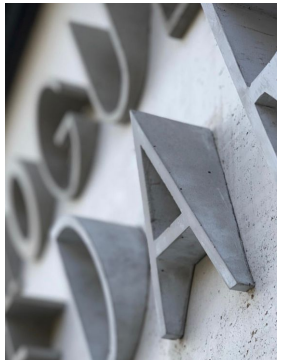


01 FRANKLIN CHARM

01 FRANKLIN CHARM

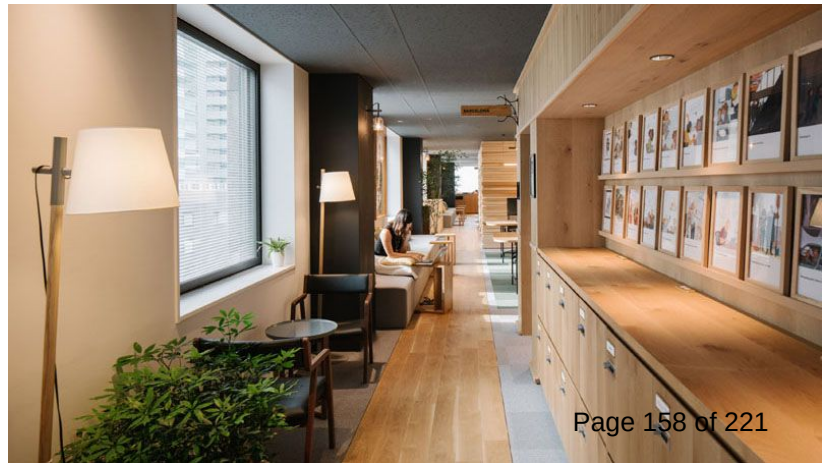
02 TAILORED NEUTRALS





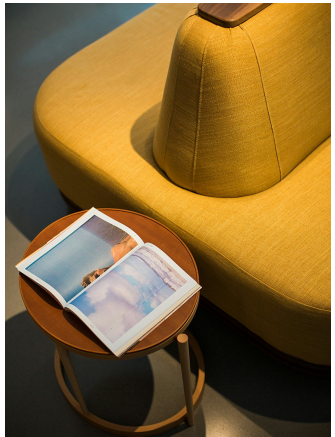
02 TAILORED NEUTRALS

02 TAILORED NEUTRALS



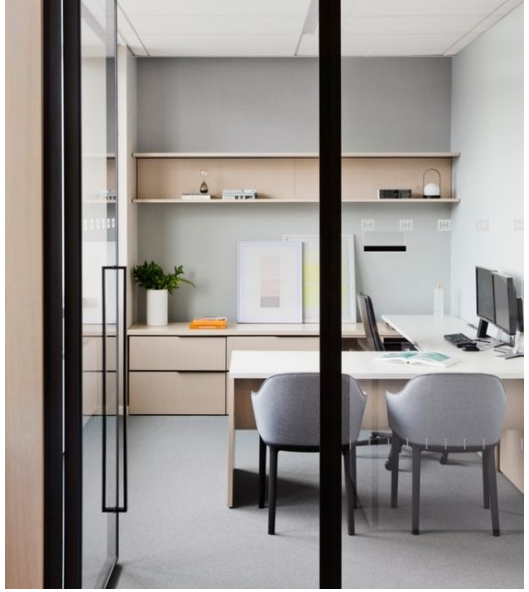
02 TAILORED NEUTRALS

03 CORPORATE CAMPUS



03 CORPORATE CAMPUS

03 CORPORATE CAMPUS



03 CORPORATE CAMPUS

HISTORIC CITY OF
1799
FRANKLIN, TENNESSEE

City of Franklin

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

File #: 21-0234

DATE: May 21, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Heather Eusebio, Research & Planning Specialist
Monique McCullough, Public Outreach Specialist
Vernon Gerth, Asst. City Administrator Community Development

SUBJECT:

Consideration Of Resolution 2024-45, A Resolution To Approve Harlinsdale Pedestrian Artwork Recommended By The Franklin Public Arts Commission

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the approval of the Harlinsdale Pedestrian artwork recommended by the Franklin Public Arts Commission.

BACKGROUND/STAFF COMMENTS:

The City of Franklin Public Arts Commission conducted a formal process and sent out a Request for Qualifications nationwide for a qualified artist to be commissioned for original artwork to be installed on the Harlinsdale Pedestrian Bridge at the park at Harlinsdale Farm. The Franklin Public Arts Commission, alongside City of Franklin representations, reviewed submissions and selected up to three (3) artists and finalists to be interviewed on June 20, 2023 and develop a proposal. An artist was selected, Michael McLaughlin (the “Artist”), for the commission of public artwork for the Harlinsdale Pedestrian Bridge.

FINANCIAL IMPACT:

There is no financial impact. A contract for the next phase of the project is included in the July 9, 2024 agenda.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge COF Resolution 2024-45.

RESOLUTION 2024-45

A RESOLUTION TO APPROVE HARLINSDALE PEDESTRIAN ARTWORK RECOMMENDED BY THE FRANKLIN PUBLIC ARTS COMMISSION

WHEREAS, in 2023, the City of Franklin Public Arts Commission (the "FPAC") conducted a formal Request for Qualifications ("RFQ") for the commission of an artist to design original artwork to be installed on the Harlinsdale Pedestrian Bridge at the Park at Harlinsdale Farm; and

WHEREAS, the Franklin Public Arts Commission, reviewed the submissions and selected three (3) artists and finalists to be interviewed on June 20, 2023, and develop a proposal; and

WHEREAS, the artist selected by the FPAC for the commission of the Work was Michael McLaughlin (the "Artist"); and

WHEREAS, the Artist worked closely with the Franklin Public Arts Commission to design four (4) individual works of art (the "Work") to be sculpted in bronze and installed on the Harlinsdale Farm Pedestrian Bridge (the "Site"); and

WHEREAS, the Artist studied the Park at Harlinsdale Farm and met with the FPAC numerous times both virtually and in-person to refine the designs for the Pedestrian Bridge; and

WHEREAS, on May 15, 2024, the FPAC approved four (4) designs to be submitted for recommendation to the Board of Mayor and Aldermen for approval as seen in Exhibit A; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to approve the four (4) individual designs as seen in Exhibit A to be used for the art installation on the Harlinsdale Farm Pedestrian Bridge.

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

1. The Board of Mayor and Aldermen approve the use of the Artist, Michael McLaughlin for the design, construction and installation of artwork on the Harlinsdale Farm Pedestrian Bridge at the Park at Harlinsdale Farm.

2. The Board of Mayor and Aldermen approve the use of the four (4) individual designs as depicted in Exhibit A to be used for the art installation on the Harlinsdale Farm Pedestrian Bridge at the Park at Harlinsdale Farm.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2024.

ATTEST:

By:_____
Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By:_____
Dr. Ken Moore
Mayor

Approved as to Form:

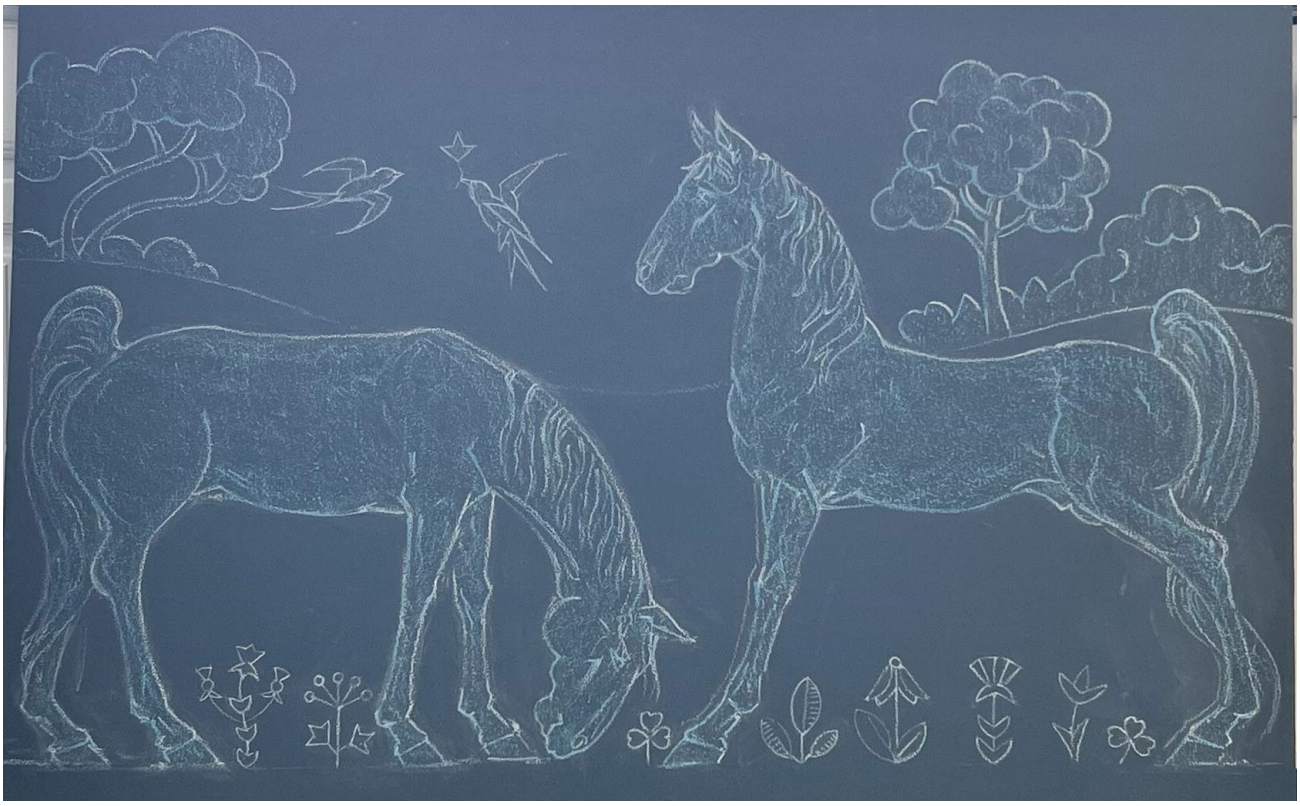
By: _____
J. Blake Harper
Staff Attorney

EXHIBIT A

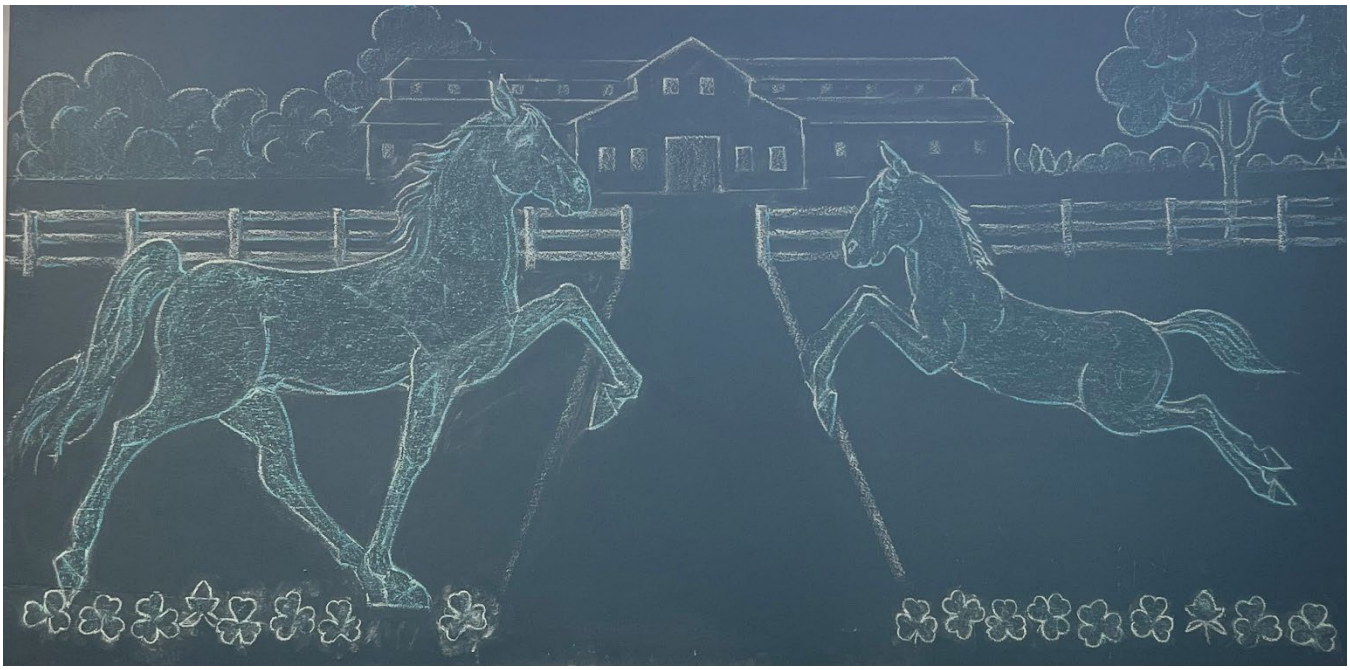
1.

2.

3.



4.



File #: 21-0229

DATE: May 17, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Heather Eusebio, Research & Planning Specialist
Monique McCullough, Public Outreach Specialist
Vernon Gerth, Asst. City Administrator Community Development

SUBJECT:

Consideration Of COF Contract No. 2024-0123, With Michael McLaughlin For Commission Of Artwork For Harlinsdale Pedestrian Bridge

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Construction and Installation Agreement with Michael McLaughlin for the commission of public artwork for the Harlinsdale Pedestrian Bridge.

BACKGROUND/STAFF COMMENTS:

The Artist was selected by the City by the Board of Mayor and Alderman at the recommendation of the Franklin Public Arts Commission to design four (4) individual works of art (the "Work") to be installed on the Harlinsdale Park Pedestrian Bridge (the "Site"). As promptly as possible after the execution of this Agreement, the Artist shall carry out necessary construction in order to prepare the bronze panels within the timeline shown in Exhibit B. The City shall make available to the Artist the necessary background materials and information on matters affecting the Site, including where applicable, a written program of requirements and specifications for the Work and the plans for the underlying capital project (the "Project"). It is the intent of the parties that the City and the Artist shall establish a close and cooperative consultation throughout the duration of this Agreement. The panels shall fit the 2.5 ft by 5 ft inserts of the bridge, consist of bronze material and will include all metal finishing and patina work.

FINANCIAL IMPACT:

The City shall pay the Artist a fixed fee of Seventy-Six Thousand Three-Hundred And 00/100 Dollars ($76,300.00) which shall constitute full compensation for all services and materials to be performed and furnished by the Artist under this Agreement upon the completion of the installation. The capital funding model has Hotel/Motel funds appropriated for this project.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge COF Contract No. 2024-0123.

Gary Vogrin – FPAC Chairman

Brandy Blanton – Alderman, At Large – FPAC Commissioner

Heather Eusebio – Research & Planning Specialist – Parks

Monique McCullough – Public Outreach & Special Events Specialist

HARLINSDALE PEDESTRIAN BRIDGE ARTWORK WORK SESSION JULY 9, 2024

TIMELINE

- Request for Qualifications: 1/23/23-3/6/23
- Interviews: 6/20/23
- FPAC & Michael McLaughlin: 11/15/23, 2/7/24, 2/21/24
- In-person video submission: 4/2/24
- FPAC Voting: 4/23/24
- FPAC Secondary Voting: 5/15/24

PROJECT DURATION: 10 MONTHS

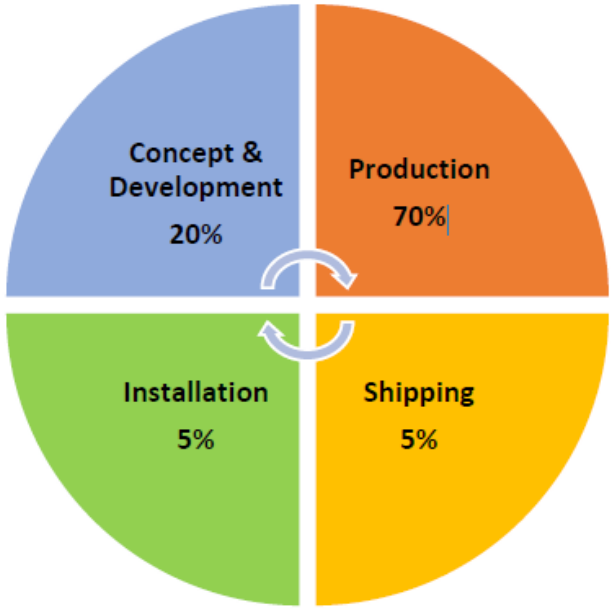
Conceptualization and Development: Through the discussion and use of visual materials, the parameters of project will be agreed upon

Production: Full scale plaster model/s, which will be delivered to an art foundry for casting into bronze. Upon completion, the casting process will continue at artist's studio including welding, fabrication, metal finishing & patination

Shipping/Transportation: Contracted Freight Handler/s (Insured/Bonded); Site preparations will be necessary at installation site

Installation: Due to the scale and weight of the artwork, it may/may not be necessary to utilize specialty equipment/riggers to help perform site-specific installation

PROJECT COST



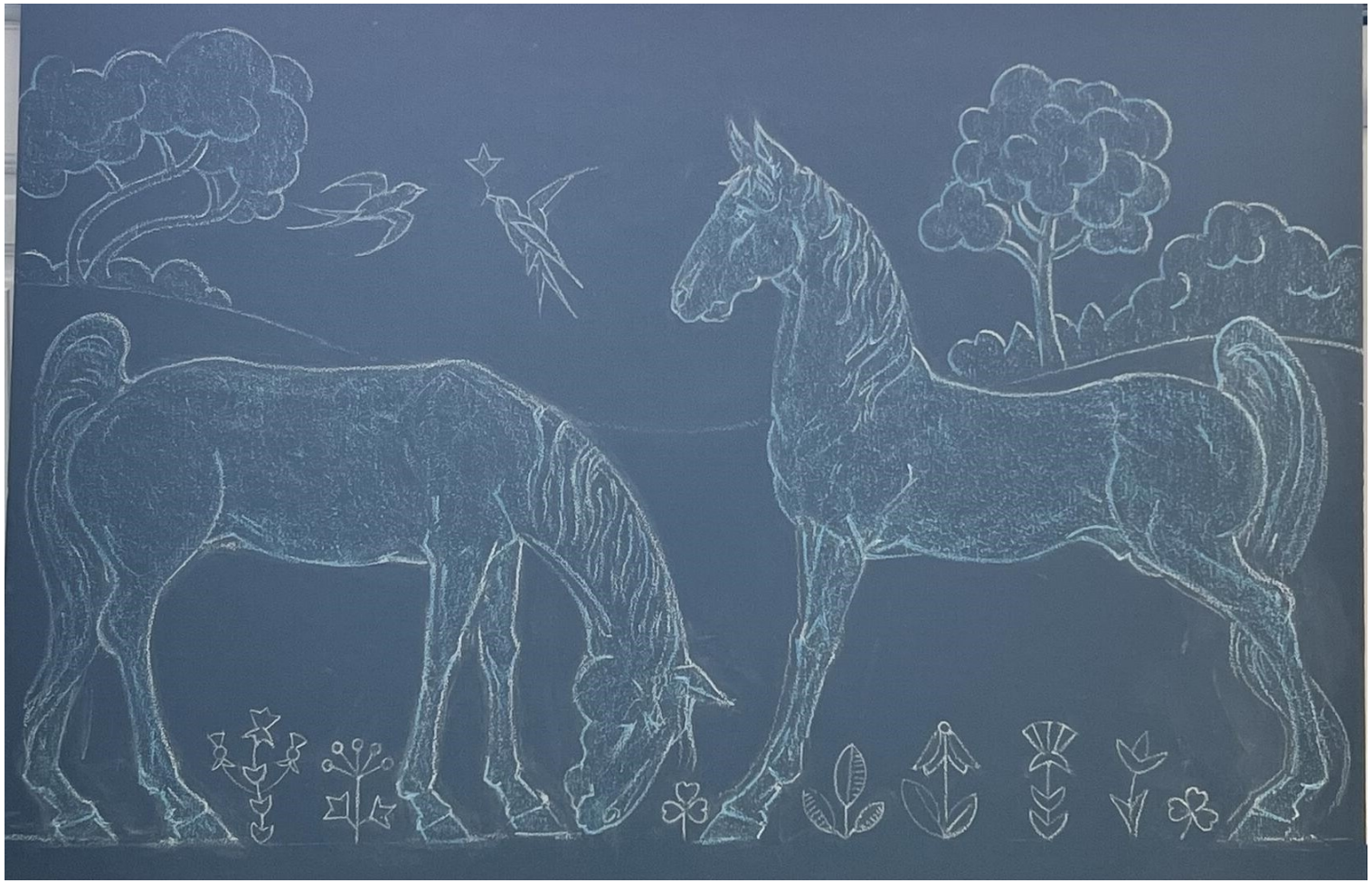
Patterns	$4000
Insurance	$1,400
Foundry Costs	$66,000
Fabrication	$2,800
Delivery	$900
Installation	$1200
Permitting	TBD
Total	$76,300

RENDERINGS:

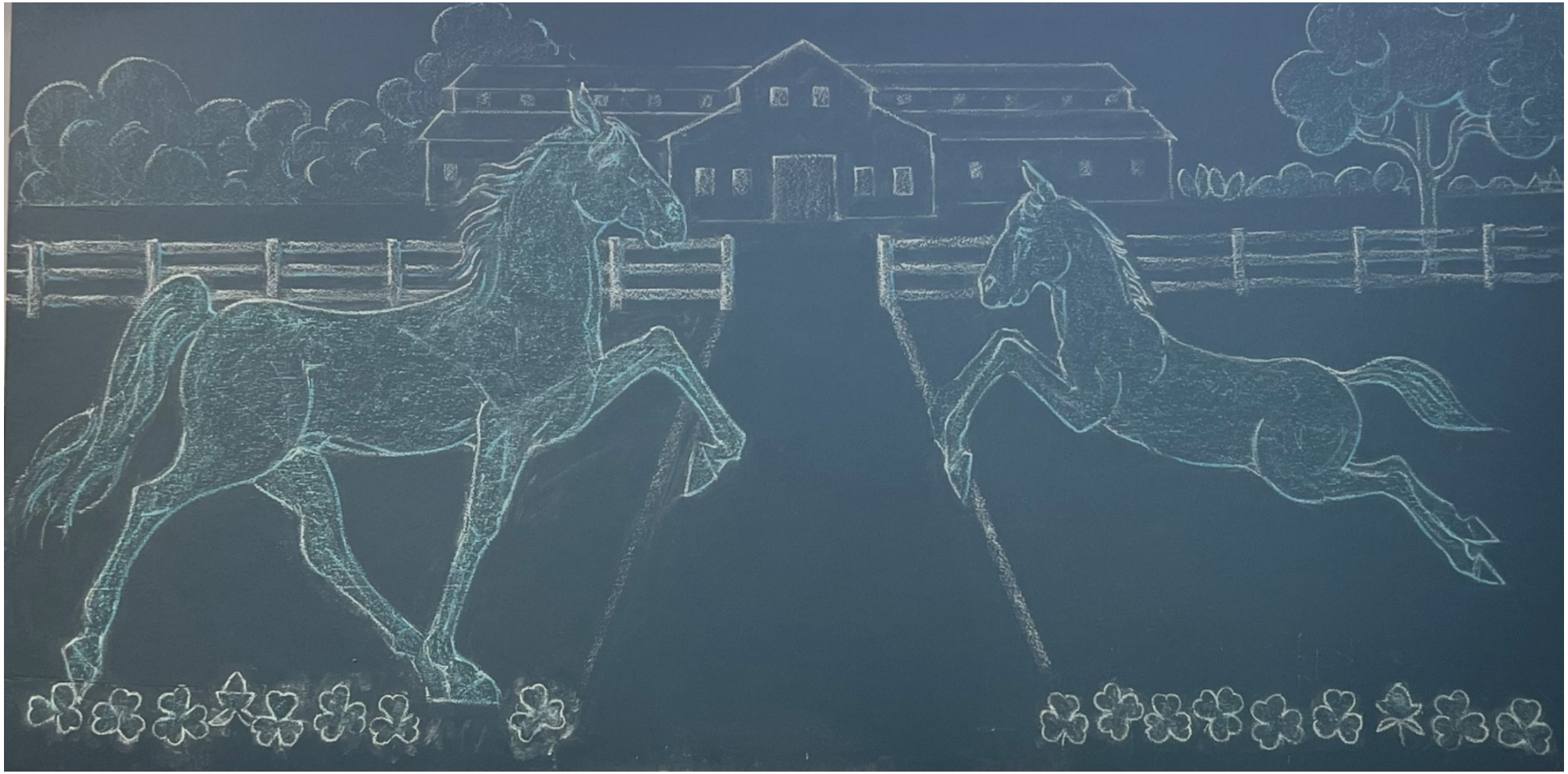
1.

2.

3.



4.



QUESTIONS?

COF CONTRACT NO. 2024-0123
CONSTRUCTION AND INSTALLATION AGREEMENT FOR COMMISSION OF PUBLIC ARTWORK FOR HARLINSDALE PEDESTRIAN BRIDGE

THIS AGREEMENT, entered into this _____ day of _____, 2024, by and between the City of Franklin, Tennessee (the "City") and Michael McLaughlin (the "Artist") residing at 31 Torrington Heights Rd, Torrington, CT.

WHEREAS, on the 12th day of October 2023, the City and the Artist entered into COF Contract No. 2023-0281 for the commission to design artwork for the Harlinsdale Park Pedestrian Bridge (the "Site"); and

WHEREAS, the Artist was selected by the City by the Board of Mayor and Aldermen at the recommendation of the Franklin Public Arts Commission to design four (4) individual works of art to be installed on the Site; and

WHEREAS, the Artist created four (4) original designs to be used for the Site's artwork attached hereto as Exhibit A (the "Designs"); and

WHEREAS, the City has approved the four (4) Designs and wishes to continue the process of creation and installation of the art; and

WHEREAS, through this Agreement, the City has authorized the Artist to sculpt, construct, and install the four (4) Designs as bronze panels under the specifications found in Exhibit C onto the Site (the "Work"); and

WHEREAS, both parties wish to promote and maintain the integrity and clarity of the Artist's ideas and statements as represented by the Work.

NOW, THEREFORE, the City and the Artist, for the consideration and under the conditions hereinafter set forth, agree as follows:

Article 1. Scope of Services.

1.1. *General.*

a. The Artist shall perform all services and furnish all supplies, material and equipment as necessary for the construction and installation of the Work.

b. The Artist shall create the Work in accordance with the specifications in Exhibit C and express acceptance by the City as set forth in this Agreement.

c. The Artist shall sculpt, construct, and install the four (4) Designs in collaboration with the City on the Harlinsdale Park Pedestrian Bridge.

d. The City will provide a licensed Tennessee contractor to oversee the Work performed by the Artist in accordance with state law requirements.

1.2. *Project Timeline*

a. As promptly as possible after the execution of this Agreement, the Artist shall carry out necessary sculpting and construction in order to prepare the Work within the timeline shown in Exhibit B. **IN NO EVENT SHALL COMPLETION OF THE WORK BY THE ARTIST EXCEED TWELVE (12) MONTHS FROM THE DATE OF THIS AGREEMENT.** The City shall make available to the Artist the necessary background materials and information on matters affecting the Site, including where applicable, a written program of requirements and specifications for the Work and the plans for the

underlying capital project (the "Project"). It is the intent of the parties that the City and the Artist shall establish a close and cooperative consultation throughout the duration of this Agreement.

d. The Artist shall construct and install the Work no later than twelve (12) months from the execution date of this Agreement. Exhibit C specifies the artist's installation procedure. Each Design panel shall fit the 2.5 ft by 5 ft inserts of the bridge, consist of bronze material and will include all metal finishing and patina work. The total budget of the project is included in Exhibit D. The amount paid to Artist by the City is not to exceed **Seventy-Six Thousand Three-Hundred And No/100 Dollars ($76,300.00)**. This includes, but is not limited to, all materials, patterns, insurance, foundry costs, fabrication, production, delivery, installation, permitting, and any and all travel expenses. The Artist shall provide photographs and/or video, along with each Invoice demonstrating the completion of the milestones in order to receive payments.

1.3. *Structural Design Review.*

a. No later than August, 13, 2024, and after the City's Board of Mayor and Aldermen approve this Agreement, the Artist shall after consultation and collaboration with the City, prepare and submit to the City detailed working drawings of the Work and the Site, together with such other graphic material as may reasonably be requested by the City in order to permit the City to carry out structural design review and to certify the compliance of the Work with applicable statutes and ordinances. Upon request by the Artist, the City shall promptly furnish all information, materials and assistance required by the Artist in connection with said submission.

b. The City may require the Artist to make such revisions to the Work as are necessary for the Work to comply with applicable statutes, ordinances or regulations of any governmental regulatory agency having jurisdiction over the project.

c. The City may also request revisions for other practical reasons.

d. The Artist's fee shall not exceed the amount stated in Section 1.2(d).

1.4. *Final Acceptance.*

a. The Artist shall advise the City in writing when all services required prior to those described in Article 1 have been completed in substantial conformity with this Agreement.

b. The City shall notify the Artist of its final acceptance of the Work.

c. Final acceptance shall be effective as of the earlier to occur of (1) the date of the City's notification of final acceptance or (2) the 30th day after the Artist has sent the written notice to the City required under Section 1.7 unless the City, upon receipt of such notice and prior to the expiration of the 30-day period, gives the Artist written notice specifying and describing the services which have not been completed.

1.5. *Risk of Loss.* The risk of loss or damage to the Work shall be borne by the Artist until final acceptance, and the Artist shall take such measures as are necessary to protect the Work from loss or damage until final acceptance; except that the risk of loss or damage shall be borne by the City prior to final acceptance during such periods of time as the partially or wholly completed Work is in the custody, control or supervision of the City or its agents for the purposes of transporting, storing, installing or performing any other ancillary services to the Work.

1.6. *Indemnification and Hold Harmless*. Artist shall indemnify and hold harmless CITY, its officers, agents and employees from:

a. Any claims, damages, costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Artist, its officers, employees and/or agents, including its sub or independent contractors, in connection with the performance of the contract, and,

b. Any claims, damages, penalties, costs and attorney fees arising from any failure of Artist, its officers, employees and/or agents, including its sub or independent artists, to observe applicable laws, including, but not limited to, copyright, labor laws and minimum wage laws.

c. City will not indemnify, defend or hold harmless in any fashion the Artist from any claims arising from any failure, regardless of any language in any attachment or other document that the Artist may provide.

d. City, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et. seq. for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the Artist beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

1.7. *Title.* Title to the Work shall pass to the City upon final acceptance.

Article 2. Compensation.

2.1. *Fixed Fee.* The City shall pay the Artist a fixed fee of Seventy-Six Thousand Three-Hundred And 00/100 Dollars ($76,300.00) which shall constitute full compensation for all services and materials to be performed and furnished by the Artist under this Agreement..

2.2. *Artist's Expenses.* The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the cost of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement and for all other miscellaneous charges hereunder. Nothing contained in this Agreement shall entitle the Artist to retain funds paid by the City hereunder in the event that the Artist fails to design or deliver a satisfactory Work in accordance with this Agreement, and nothing contained in this Agreement shall prevent or prohibit the City from seeking damages or reimbursement from the Artist in the event of the Artist's breach or default of this Agreement.

2.3 Price may be reasonably adjusted upon the City's express written consent for an increase in Artist's costs of bronze for the Work. Artist shall promptly provide written confirmation of any adjustments with respect to the price of bronze together with supporting information and documentation. Artist must receive written confirmation and approval of the price increase from the City before moving forward with the Work.

Article 3. Intellectual Property: Rights and Waivers

3.1. *Rights to Artwork; Copyright.*

a. Ownership. The artwork produced under this Agreement shall be the property of City. Ownership of such artwork shall be transferred from the Artist to City upon City's issuance of the notice of final acceptance. City shall retain copies of the proposal and all written documentation regarding the Work. Upon final acceptance, City shall have the right to a copy of all plans, drawings, sketches, designs, and other work of Artist pertaining to the Artwork for maintenance, repair, and historical documentation purposes only, unless otherwise specified below.

b. Copyright. Artist shall retain all copyrights not otherwise granted to City herein. Artist is responsible for registering the Artwork in his name with the U.S. Register of Copyrights, at no additional cost to City.

c. Reproductions.

i. Reproductions By Artist. Artist shall not create or display identical reproductions of the Artwork at any location other than City, nor shall Artist grant permission for others to create or display reproductions, except with written permission of City.

ii. Exclusive License to City for Non-Commercial Reproductions. Artist grants City the exclusive right to publicly display and reproduce images of the Work by photographic, electronic, digital, mechanical, or any other method that may become available following the installation of the Work, for educational, procurement, public relations, arts promotional, tourism, and other non-commercial purposes. On any such reproductions, City will acknowledge the Artist's authorship. In the event City wishes to use the Artwork for commercial purposes, City shall contact Artist to negotiate a separate agreement.

d. Publicity. City shall have the right to use Artist's name, likeness and biographical information, in connection with the display or reproduction and distribution of the Artwork.

e. Credits. Artist agrees that any reproduction of the Artwork made by the Artist for publicity purposes shall refer to "City of Franklin, Tennessee." City shall have the right to review and approve any public announcements or press releases generated by the Artist or Artist's sub-contractors regarding the artwork until the artwork has been publicly dedicated and final acceptance has been issued. Artist should follow Credit and Logo Usage Guidelines provided by City.

f. Artist agrees to be photographed or videoed for the purposes of promoting the artwork and project. Artist grants City permission to use his likeness in photographs, video or other digital reproduction in any and all of its publications, including website entries and social media, without additional payment (beyond this Agreement) or any other consideration.

g. Artist understands and agrees that these materials will become the property of City and hereby irrevocably authorize them to edit, alter, copy, exhibit, publish or distribute photo/videos/digital content for purposes of publicizing its programs, this artwork or for any other lawful purpose.

h. In addition, Artist waives the right to inspect or approve the finished product, including written or electronic copy, wherein their likeness appears. Additionally, Artist waives any right to royalties or other compensation arising or related to the use of the photograph.

i. Notice of Claims. Artist hereby agrees that the Artist shall give City written notice prior to asserting any claim pertaining to the Artwork which may arise relating to 17 U.S.C. §§ 101, et seq. City shall have at least ninety (90) days from the date of receipt of such notice in which to evaluate and, if so decided by City, to cure such claim.

j. Third Party Infringement. City is not responsible for any third-party infringement of Artist's copyrights and is not responsible for protecting the intellectual property rights of Artist.

3.2 *VARA Rights; Safety Modification; Future Transfer and Relocation.*

a. Artist and City acknowledge that the Artist may have certain rights under the federal Visual Artist's Rights Act of 1990 (VARA). Pursuant to 17 USC Section 106A, Artist agrees that the rights reserved by City as provided in this Section shall not constitute a distortion, mutilation, or other modification of the work which would be prejudicial to his or her honor or reputation as contemplated by VARA.
b. To the extent that the Work is a Joint Work, this Agreement waives the rights of all authors of the Work.
c. Notwithstanding any other provision of this Agreement:

i. If City believes that the Work presents an imminent threat or hazard to the public health or safety, City may authorize the immediate relocation, removal, modification, or destruction of the Work without providing the Artist prior notice or opportunity to buy back the Work.

ii. In the event that the Work comes into conflict with laws or regulations, City may modify the Work so as to come into compliance with such laws or regulations.

d. Artist understands and agrees that City may remove, move, or destroy, the Work, and City may sell, trade, or otherwise transfer the Artwork, and that any such action by City may subject the Work to damage or destruction, distortion, mutilation, or other modification but shall not constitute a distortion, mutilation, or other modification of the work which would be prejudicial to his honor or reputation as contemplated by VARA.

e. However, in the event that City decides to take any such action, City will first give the Artist an opportunity to buy back (purchase) the Work from City, by payment of the total Compensation provided for by this Agreement. If Artist buys back the Work, the Artist will be responsible for all costs associated with the removal of the Work from the Site, clean-up of the Site, and relocation of the Work.

f. City will give written notice to the Artist prior to taking such action, and the Artist will have 30 days from the date that the notice is sent by City to advise City, as specified in the notice, that the Artist will buy back the Work. The Artist must then provide full payment to City as requested by City to buy back the Work. The Artist is responsible for keeping City, pursuant to the Notices provision of this Agreement, advised of Artist's current mailing address, and notice will only be sent by City to the address provided by Artist.

g. Artist's right to buy back the Work is a personal right which terminates upon Artist's death, and does not extend to Artist's heirs, successors, or assigns.

h. Reputation. If City fails to maintain the Artwork in good condition, or if any significant change occurs to the Artist's Work after its final acceptance by City, whether such change is intentional, unintentional, or malicious, and if the Artist makes a written request to City that Artist's Work no longer be represented as the work of the Artist, then the Work will no longer be represented as the work of the Artist. Artist may request that all credits to the Artist be removed from the Artwork.

i. Filming of Artwork. Artist understands and acknowledges that the City, pursuant to applicable local laws, ordinances, regulations, and policies, often issues film permits to persons and entities wishing to film in the City, Franklin and Williamson County, whether still, motion picture, or otherwise. Notwithstanding any other provision of this Agreement, Artist recognizes and permits the City to issue such permits to persons and entities, to include the Artwork and surrounding site, and Artist holds City harmless therefore, Artist will not hold or seek to hold City liable in any way for the acts of any person or entity utilizing such a film permit, or for their filming or use of the Work.

j. ***Public Records***. Artist understands and acknowledges that the City Government must comply with applicable public records laws, and that any and all communications, documents, and materials provided to or obtained by City pursuant to this Agreement are likely to be public records, potentially open to inspection, duplication, and publicity by third parties, and Artist holds City harmless, therefore. Artist will not hold or seek to hold City liable in any way for the acts of any such person or entity inspecting, duplicating, or using such communications, documents, and materials.

k. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Article 4. Time of Performance.

4.1. *Duration.* The services to be required of the Artist as set forth in Section 1 shall be completed in accordance with the schedule for completion of the Work as proposed by the Artist and approved by the City pursuant to Section 1, provided that such time limits may be extended or otherwise modified by written agreement between the Artist and the City.

Article 5. Warranties.

5.1. *Warranties of Title.* The Artist represents and warrants that: (a) the Work is solely the result of the artistic effort of the Artist; (b) except as otherwise disclosed in writing to the City, the Work is unique and original and does not infringe upon any copyright; (c) that the Work, or a duplicate thereof, has not been accepted for sale elsewhere; and (d) the Work is free and clear of any liens from any source whatever.

5.2. *Warranties of Quality and Condition.* The Artist represents and warrants, except as otherwise disclosed to the City in writing in connection with submission of the Proposal pursuant to Section 1, that: (a) the execution and fabrication of the Work will be performed in a workmanlike manner; (b) the Work, as designed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Work; and (c) reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist to the City hereunder.

5.3 The City shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of the City, and at no cost to the City, cure reasonably and promptly the breach of any such warranty which is curable by the Artist and which cure is consistent with professional conservation standards.

5.4. City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

Article 6. Insurance.

6.1 During the term of this Contract, Artist shall, at its sole expense, obtain and maintain in full force and effect for the duration of the Agreement and any extension hereof the types and amounts of insurance identified below:

- General Liability Insurance with a combined single limit of $1,000,000 per occurrence and $2,000,000 annual aggregate.
- Automobile Liability Insurance with a combined single limit of $1,000,000 for each person and $1,000,000 for each accident.
- Such insurance shall:

    1. Contain or be endorsed to contain a provision that includes City, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the Artist including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

    2. For any claims related to this agreement, Artist's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering City, its officials, officers, employees, and volunteers shall be excess of Artist's insurance and shall not contribute with it.

    3. Automotive Liability Insurance including vehicles owned, hired, and non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes City, its

officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of Artist.

4. Worker's Compensation (if applicable), Artist shall maintain workers' compensation insurance with statutory limits as required by the State of Tennessee or other applicable laws and employers' liability insurance. Artist shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by ARTIST's workers' compensation insurance coverage.

5. Other Insurance Requirements. Artist shall:

    a. Prior to commencement of services, furnish City with original certificates and amendatory endorsements effecting coverage required by this Section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

        CITY OF FRANKLIN
        PARKS DEPARTMENT
        109 THIRD AVENUE SOUTH
        FRANKLIN, TENNESSEE 37064

    b. Provide certified copies of endorsements and policies if requested by City in lieu of or in addition to certificates of insurance.

    c. Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

    d. Maintain such insurance from the time services commence until services are completed and attach the certificates of insurance in the City system. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by City as a material breach of lease.

    e. Place such insurance with insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the City Director of Risk Management Services.

    f. Require all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by ARTIST's insurance) in the same manner as specified for ARTIST. ARTIST shall file subcontractor's certificates of insurance in City's system.

    g. Any deductibles and/or self-insured retentions greater than Ten Thousand and No/100 Dollars ($10,000.00) must be disclosed to and approved by City prior to the commencement of services.

    h. If the ARTIST has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

Article 7. *Reproduction Rights.*

7.1. *General.* The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C.A. §§ 101 et seq., and all other rights in and to the Work except ownership and possession, except as such rights are limited by this Section. In view of the intention that the Work in its final dimension shall be unique, the Artist shall not make any additional exact duplicate or reproductions of the final Work, nor shall the Artist grant permission to others to do so except with the written permission of the City. The Artist grants to the City and its assigns an irrevocable license to make reproductions of the Work for any purposes the City desires, including but not limited to reproductions used in advertising, brochures, media publicity, and catalogues or other similar publications, provided that these rights are exercised in a tasteful and professional manner.

7.2. *Credit to City.* The Artist shall use his best efforts to give a credit reading substantially, "an original work owned and commissioned by the City of Franklin," in any public showing under the Artist's control of reproductions of the Work.

Article 8. Maintenance and Restoration

8.1 The Artwork must be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist must ensure that the Artwork's maintenance requirements will be reasonable in terms of time and expense.

8.2 City and not Artist will provide for the maintenance of the Artwork. Artist understands that City's maintenance of the Artwork will be limited and determined in significant part by funding decisions of the City Council and other officials and departments.

8.3 The Artist shall take reasonable measures to protect or preserve the integrity of the Artwork, such as the application of protective or anti-graffiti coatings.

8.4 The Artist warrants that foreseeable exposure to the elements and general wear and tear will not cause the Artwork to fall below an acceptable standard of public display.

8.5 Artist shall provide a maintenance manual with a description of all materials, products and fabrication methods used in the Artwork and the required care and upkeep involved, including: (i) product data sheets for any material or finish used; (ii) the names and contact information of relevant manufacturers or producers; and, (iii) to the extent the Artwork incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties. Artist warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the recommended maintenance manual.

8.6 Repairs and restoration of the Artwork, if any, are to be distinguished from maintenance of the Artwork, as addressed above. City shall determine when and how repairs and restoration to the Artwork will be made. However, at no cost to City whatsoever, and to the extent practicable, the Artist will have the opportunity to comment on and participate in all repairs and restoration that are made during the Artist's lifetime. City will give written notice to the Artist prior to undertaking repairs or restoration of the Artwork, and the Artist will have thirty (30) days from the date that the notice is sent by City to advise City, as specified in the notice, of the Artist's wish to so comment and/or participate. Notice will only be sent by City to the address provided by Artist, in keeping with the Notices provision of this Agreement where Artist is responsible for keeping City advised of Artist's current mailing address. Artist understands that City's repairs and restoration of the Artwork will be limited and determined in significant part by funding decisions of the CITY and other officials and departments.

8.7 THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

Article 9. *Artist as Independent Contractor.* The Artist shall perform all work under this Agreement as an independent contractor and not as an agent or an employee of the City. The Artist shall not be supervised by any employee or official of the City nor shall the Artist exercise supervision over any employee or official of the City.

Article 10. ***Assignment, Transfer, Subcontracting.***

10.1. Assignment or Transfer of Interest. Neither the City nor the Artist shall assign or transfer an interest in this Agreement without the prior written consent of the other, provided, however, that claims for money due or to become due from the City under this Agreement may be assigned to a financial institution without approval.

10.2. *Subcontracting by Artist.* At the City's sole written discretion, Artist may subcontract portions of the services to be provided hereunder at the Artist's expense provided that said subcontracting shall not affect the design, appearance or visual quality of the Work and shall be carried out under the personal supervision of the Artist.

Article 11. ***Termination***

11.1. *Breach*. Should Artist fail to fulfill in a timely and proper manner its obligations under this Agreement or if it should violate any of the terms of this Agreement, City shall have the right to immediately terminate the Agreement. Such termination shall not relieve Artist of any liability to City for damages sustained by virtue of any breach by Artist.

11.2. *Notice by City*. City may terminate this Agreement at any time upon thirty (30) days written notice to Artist and a reasonable reconciliation of costs incurred to date.

11.3. *Lack of Funding*. Should funding for this Agreement be discontinued, City shall have the right to terminate the Agreement immediately upon written notice to Artist.

Article 12. Death or Incapacity of Artist. In the event of Artist's physical incapacity or death prior to the completion of the Artwork, all payments made up to the point of incapacity or death will be retained by Artist and all work performed to date of incapacity or death will be reasonably compensated. Upon payment to compensate Artist or Artist's estate for all work performed to the date of incapacity or death, the incomplete Artwork and any materials paid for by City shall become the property of City. =

Article 13. ***Non-Discrimination.*** Artist hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement or in the employment practices of the Artist on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. Artist shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

Article 14. ***Compliance.*** Artist shall be required to comply with Federal, State and City statutes, ordinances and regulations applicable to the performance of the Artist's services under this Agreement.

Article 15. ***Heirs and Assigns.*** This Agreement shall be binding upon and shall inure to the benefit of the City and the Artist and their respective heirs, personal representatives, successors and permitted assigns.

Article 16. ***Notices.***

16.1 Any notice provided pursuant to this Agreement, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which the Agreement may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:	In the case of Artist:
City of Franklin	Michael McLaughlin

Attn: Monique McCollough 109 Third Ave. South P.O. Box 305 Franklin, TN 37065-0305 moniquem@franklintn.gov	Bronze Sculpture 31 Torrington Heights Rd. Torrington, CT 06790 contact@mjmsculpture.com 860-459-7949

16.2. *Artist's Address.* The Artist shall notify the City of changes in his address. The failure to do so, if such failure prevents the City from locating the Artist, shall be deemed a waiver by the Artist of the right subsequently to enforce those provisions of this Article that require the express approval of the Artist. Notwithstanding this provision, the City shall make every reasonable effort to locate the Artist when matters arise relating to the Artist's rights.

Article 17. Conflicts of Interest. Artist warrants that no part of the total Agreement amount shall be paid directly or indirectly to an employee or official of the GNRC or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Artist in connection with any work contemplated or performed relative to this Contract.

Article 18. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.

Article 19. Confidentiality and Proprietary Rights. Artist waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Artist if a request for documents has been made and shall give Artist a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Artist agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Artist's representation that materials supplied by Artist (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Artist and Artist assumes control over that claim.

Article 20. Warranties/Limitation of Liability/Waiver. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Artist to limit its liability shall be void and unenforceable.

Article 21. No Taxes or Interest Payments. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. The City shall supply Artist with its Sales and Use Tax Exemption Certificate upon Artist's request. Artist shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. The City does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

Article 22. Waiver. Neither party's failure or delay to exercise any of its rights or powers under the Agreement will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

Article 23. Severability. If any term or provision of the Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Agreement will not be affected.

Article 24. Precedence. In the event of conflict between the provisions of the Agreement, or any other contract, agreement or other document to which the Agreement may accompany or incorporate by reference, the provisions of this Agreement will, to the extent of such conflict, take precedence unless such document expressly states that it is amending this Agreement.

Article 25. Entire Agreement. The Agreement between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Agreement. The terms and conditions of this Addendum may not be changed except by an amendment expressly referencing this Addendum by section number and signed by an authorized representative of each party.

Article 26. Additions/Modifications. If seeking any addition or modification to the Agreement, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Agreement or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

Article 27. Applicable Law; Choice of Forum/Venue. The Agreement constitutes the entire agreement and is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, Tennessee. The Artist acknowledges and agrees that any rights or claims against the City of Franklin or its employees, or elected or appointed officials hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.

Article 28. Maximum Liability. The payment rates as described in this Agreement shall constitute the entire compensation due the Artist for all travel and professional services regardless of the difficulty, materials, or equipment required, unless amended. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Artist.

Article 29. Survival. This Addendum shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference.

Article 30. Modification and Amendment. Agreement may be modified only by a written amendment signed by all Parties.

Article 31. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

Article 32. Non-Boycott Of Israel. Except for any contract with a total potential value of less than $250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such

consultant is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.

Article 33. Iran Divestment Act. By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Artist and each person signing on behalf of any Artist, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Artist further certifies that it shall not utilize any subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.

Article 34. Title Vi – Civil Rights Act Of 1964. City and Artist shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

a) Artist shall insert the foregoing provision in all contracts relating to this Project.

Article 35. Equal Employment Opportunity. In connection with this Agreement and the Project, City and Artist shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Artist will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

a) Artist shall insert the foregoing provision in all contracts relating to this Project.

CITY OF FRANKLIN

By: _____
Dr. Ken Moore, Mayor

Date: _____

ARTIST

By: _____
Michael McLaughlin, Artist

Date: _____

ATTEST:

By: _____
Angie Skarp, City Recorder

Date: _____

Approved as to form:

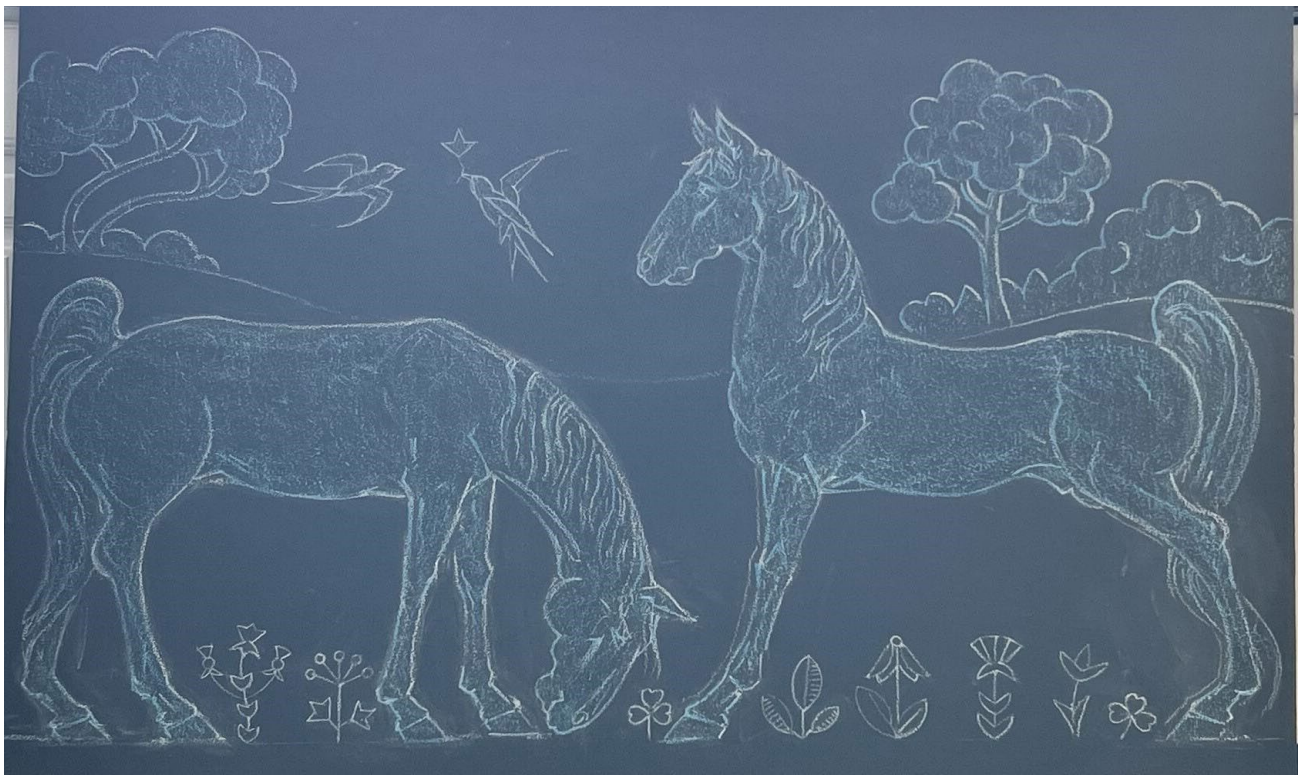
_____
J. Blake Harper, Staff Attorney

EXHIBIT A

No. 1:

No. 2:

No. 3:



No. 4:

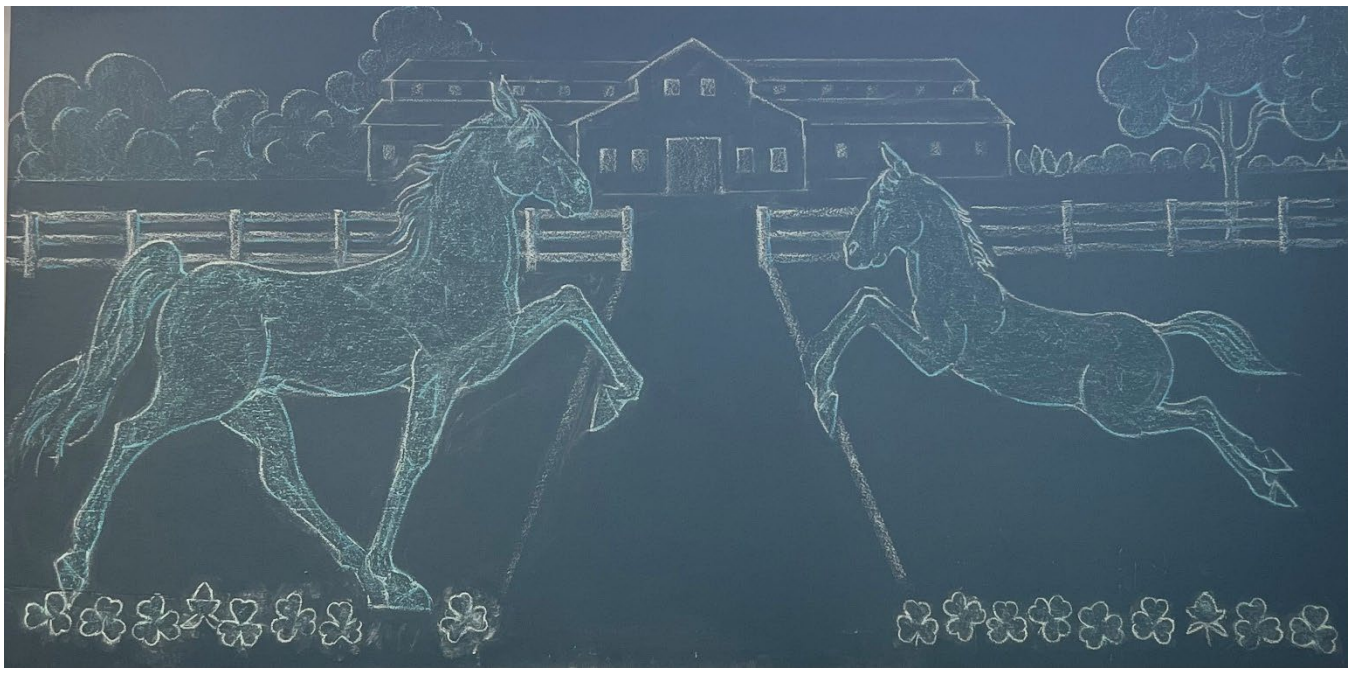
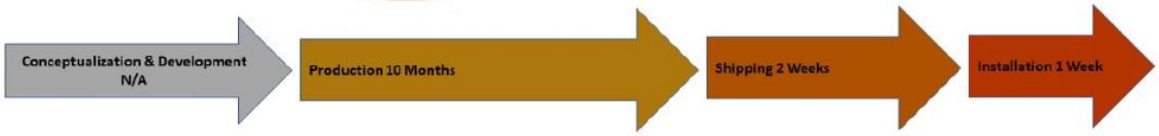


EXHIBIT B

Michael McLaughlin
Sculptor
www.mjmsculpture.com

Project Timeline



Conceptualization and Development- Through the discussion and use of visual materials, (which will include drawings, and in some instances maquettes), the parameters of project, i.e. scale, placement, estimated production schedule and projected requirements will be agreed upon. (Administrative documentation is inclusive)

Production- The artist and team will make a full scale plaster model/s or prototype, which will be delivered to several art foundries for casting into bronze. Upon completion of comprehensive foundry work, the sculpture will be shipped to the artists' studio where the casting process will continue. This will include welding, fabrication, metal finishing and patination.

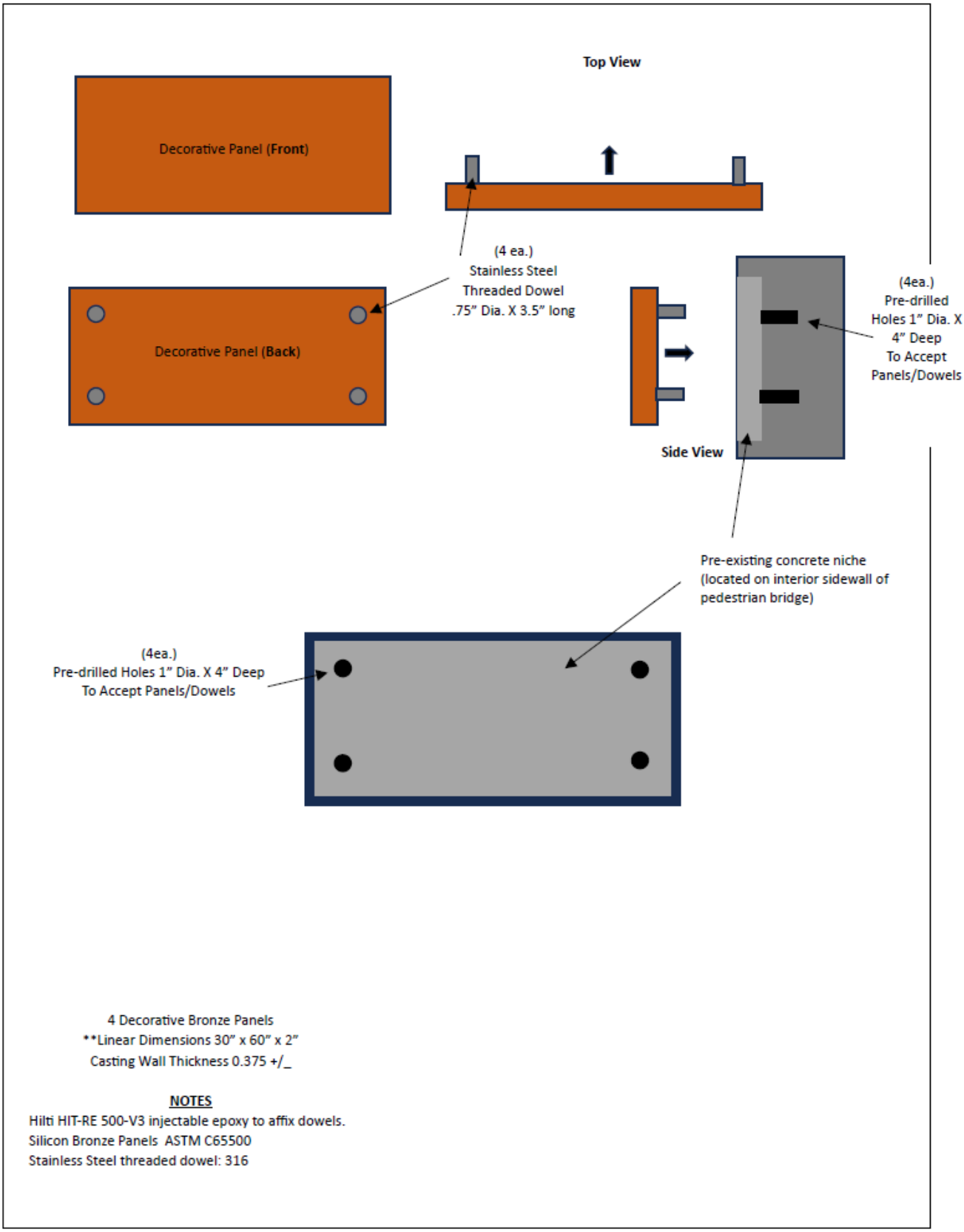
Shipping / Transportation- Contracted Freight Handler/s (Insured/Bonded) **Site Preparation**- Specific preparations will be necessary at the installation site.

Installation- Due to the scale and weight of the artwork, it may/not be necessary to utilize specialty equipment/riggers to help perform this site-specific installation

1. **Liability insurance, permits, engineering certificates, customs fees, incidentals are calculated in "Production".**
2. **All requisite supplies, materials as well as associated costs for site clean-up are included in "Installation".**

Project Duration 10-12 Months

EXHIBIT C

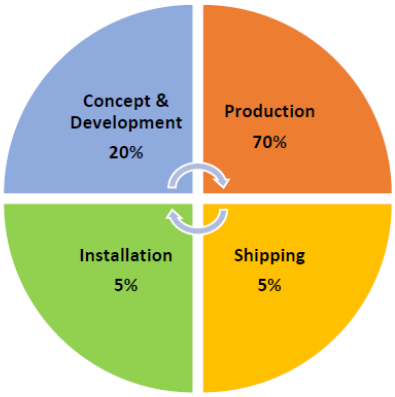


4 Decorative Bronze Panels
**Linear Dimensions 30" x 60" x 2"
Casting Wall Thickness 0.375 +/_

NOTES

Hilti HIT-RE 500-V3 injectable epoxy to affix dowels.
Silicon Bronze Panels ASTM C65500
Stainless Steel threaded dowel: 316

EXHIBIT D



Patterns	$4000
Insurance	$1,400
Foundry Costs	$66,000
Fabrication	$2,800
Delivery	$900
Installation	$1200
Permitting	TBD
Total	$76,300

Concept & Development: Through the discussion and use of visual materials the parameters of the project, i.e. scale, placement, production schedule, and projected requirements will be agreed upon. Administrative documentation is included.

Production: The artist will make a full-scale pattern/model/prototype, which will be delivered to the foundry for casting into bronze. Upon completion of foundry work, fabrication will be performed at the artist's studio. This will include all metal finishing and patina work.

Shipping: Contracted freight handlers (insured and bonded) or the artist will deliver directly to installation site.

Installation: Due to the weight/scale of the artwork, contractors and/or riggers may be utilized to perform site preparation, installation and site restoration.

Proposed Payment Schedule:

Milestone 1: Create 4 unique design patterns in clay.
Amount requested at beginning: $25,650

Milestone 2: Foundry Casting starts
Amount requested at beginning: $25,650

Milestone 3: Casting complete, Fabrication and finish
Amount requested: $ 0

Milestone 4: Delivery and Installation Complete
Amount requested after acceptance: $25,000

City of Franklin

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

File #: 21-0418

DATE: June 26, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

Discussion Of The Public Right Of Way For South Margin Street Between Columbia Ave And Cummins Street

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning The Public Right Of Way For South Margin Street Between Columbia Ave and Cummins Street.

BACKGROUND/STAFF COMMENTS:

The Margin District project involves consolidating six existing lots into a single lot to construct six multi-use buildings with an underground parking garage. The project also includes improvements to Cummins Street and the associated utilities for the proposed buildings. The developer is requesting the abandonment of the public right-of-way on South Margin Street between Columbia Avenue and Cummins Street and an existing Alley to facilitate the development.

Before approving the abandonment of the public right-of-way, we are requiring the developer to complete a traffic impact study to evaluate potential traffic shifts in the downtown area. There is concern that traffic might shift onto East Fowlkes Street, a minor collector roadway that is currently substandard with narrow lanes and limited sidewalks.

The public process for disposing of unused right-of-way involves two steps. First, the Board of Mayor and Aldermen must pass a resolution declaring the right-of-way surplus. Second, the Board must decide how to dispose of the right-of-way. If its value exceeds $25,000, it must be sold by sealed bid in accordance with the Franklin Municipal Code. If the value is less than $25,000, it may be sold or disposed of by negotiated contract, usually by vacating the right-of-way to adjacent property owners.

We have asked the developer to provide an appraisal, which will be presented to the Board of Mayor and Aldermen.

FINANCIAL IMPACT:

An appraisal has not been submitted, but based on current right-of-way costs in Franklin, the abandoned right of way area is estimated to be valued at over $25,000. Additionally, once this land becomes buildable, its value will significantly increase.

RECOMMENDATION:

Staff is looking for feedback on how to proceed with this request.

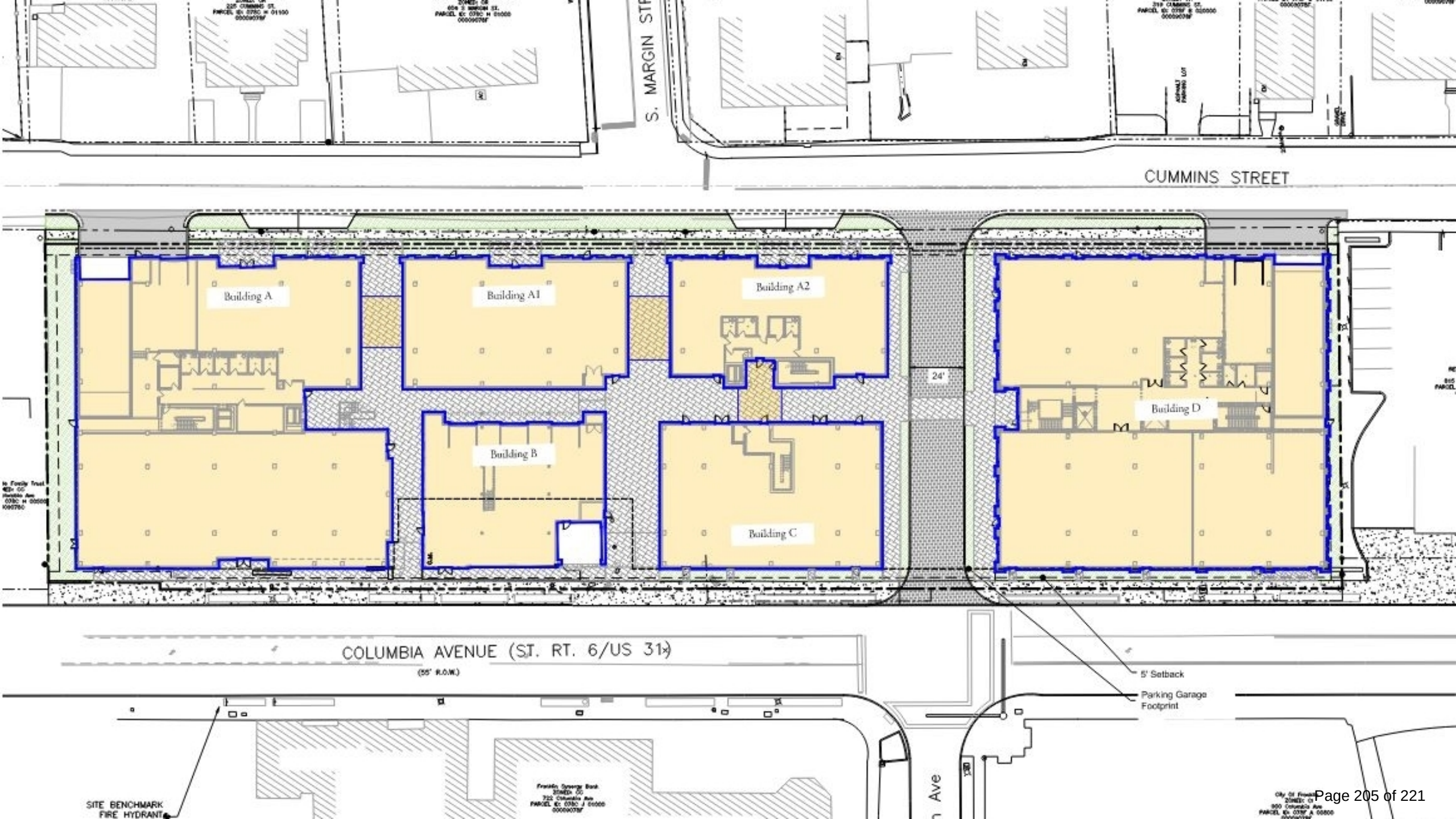
Margin District

Right-Of-Way Abandonment

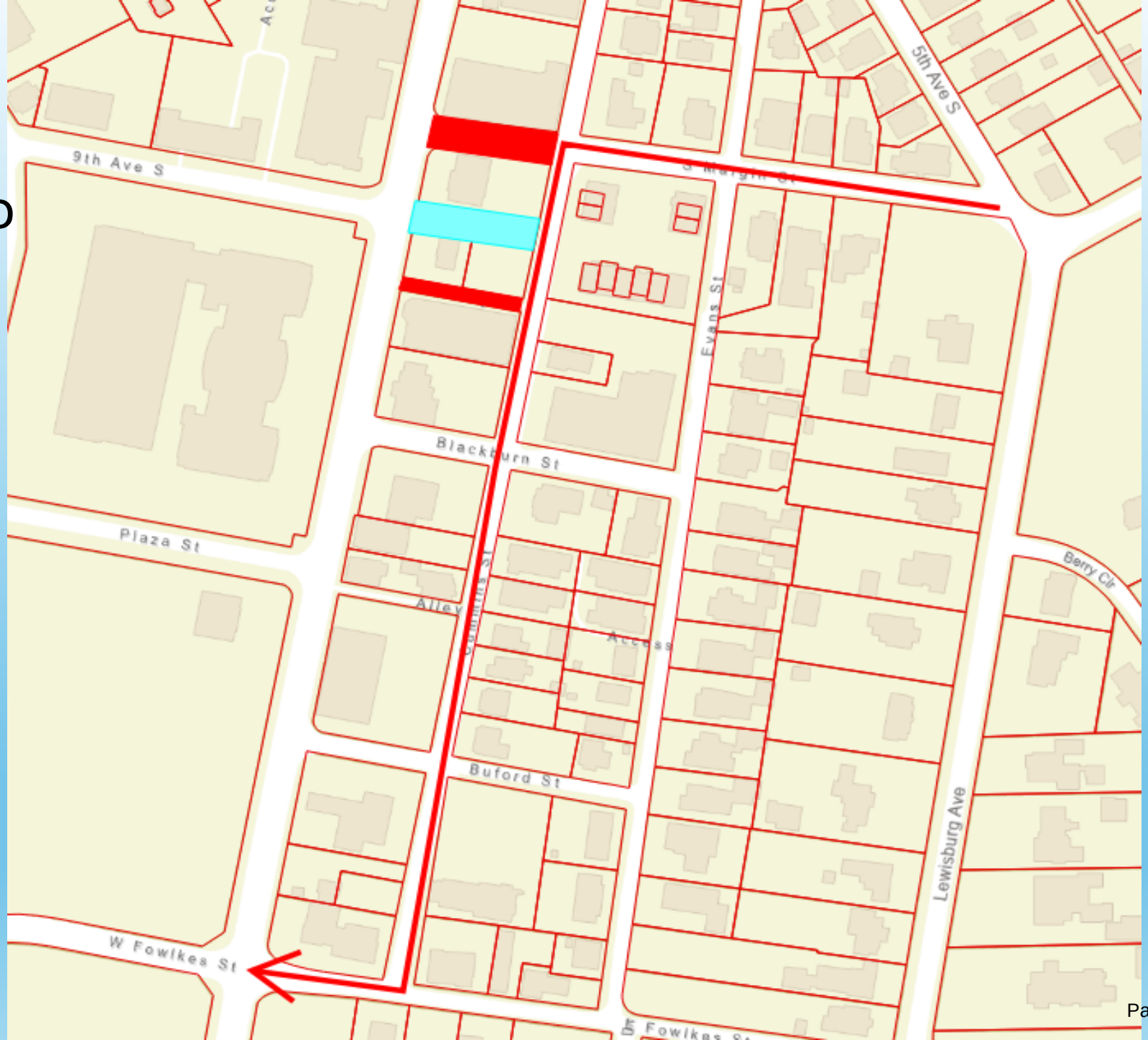
Project Information
Map 78C, Parcels 7, 8, 9
Map 78F, Parcels 13, 14, 15, 16
Total Project Area: 2.1 Acres +/-
Zoning: CC
Overlay: CAO-1
Proposed Building Type: Mixed Use
Proposed Frontage Type: Urban
Project will include a 3-story below-grade parking garage, a network of mixed-use buildings including restaurants, retail, office, and residential, and a pedestrian plaza program.
N
W
E
S
Church St
Columbia Ave
Lubrication Corner
FirstBank Mortgage
Dismukes Law, PLLC
S Margin St
9th Ave S
Cummins St
Evans St
5th Ave S
4th Ave S
Renasant Bank
Franklin Police Department
Blackburn St
Lewisburg Ave
Franklin Innovation Center
Berry Cir
Plaza St
AutoZone Auto Parts
Auto parts store
Buford St
Short Ct
Acton St
Natchez St
Fowlkes Street Church of Christ
W Fowlkes St
Boys & Girls Club of Franklin
E Fowlkes St
ROW Abandonment
Margin District
Dale & Associates
Project # 20081
June 18, 2024

Church St
Cummins St
5th Ave S
S Margin St
9th Ave S
Columbia Ave
Blackburn St
N
W
E
S
Portion of South Margin Street to Abandon
6,453 Sq Ft
Existing Alley to Abandon
1,548 Sq Ft
ROW Abandonment
Margin District
Dale & Associates
Project # 20081

Church St
Cummins St
5th Ave S
N
W
E
S
Parking Garage Access
S Margin St
9th Ave S
9th Ave S Extended to Cummins
Private Drive in Public
Access Easement
Columbia Ave
Parking Garage Access
Blackburn St
ROW Abandonment
Margin District
Dale & Associates
June 18, 2024


S. MARGIN STREET
CUMMINS STREET
Building A
Building A1
Building A2
Building B
Building C
Building D
24'
COLUMBIA AVENUE (ST. RT. 6/US 31)
(55' R.O.W.)
5' Setback
Parking Garage
Footprint
SITE BENCHMARK
FIRE HYDRANT

- Driver behavior could push more traffic onto East Fowlkes Street where improvements are already needed



City of Franklin

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

File #: 21-0326

DATE: June 5, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

Discussion Of The Armistead PUD Development Plan And Modifications To The City Of Franklin Street Standards

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning The Armistead Development Plan and City Street Standards.

BACKGROUND/STAFF COMMENTS:

As part of the Armistead Development, the developer is requesting approval to implement two design strategies that are currently not approved in the City of Franklin Street Specifications. These design strategies are:

1. Pervious pavers in the public right-of-way
2. A substandard alley section

Pervious pavers in the public right-of-way can present several challenges, including clogging and maintenance issues, reduced durability and longevity, liability concerns, and various problems associated with public infrastructure.

The proposed substandard alley section was removed from the street standards a few years ago due to maintenance issues related to the construction joint down the middle of the roadway. Inverted asphalt sections are designed to channel water to the center. Over time, water can erode the asphalt joint, leading to various issues that compromise the integrity and longevity of the asphalt surface.

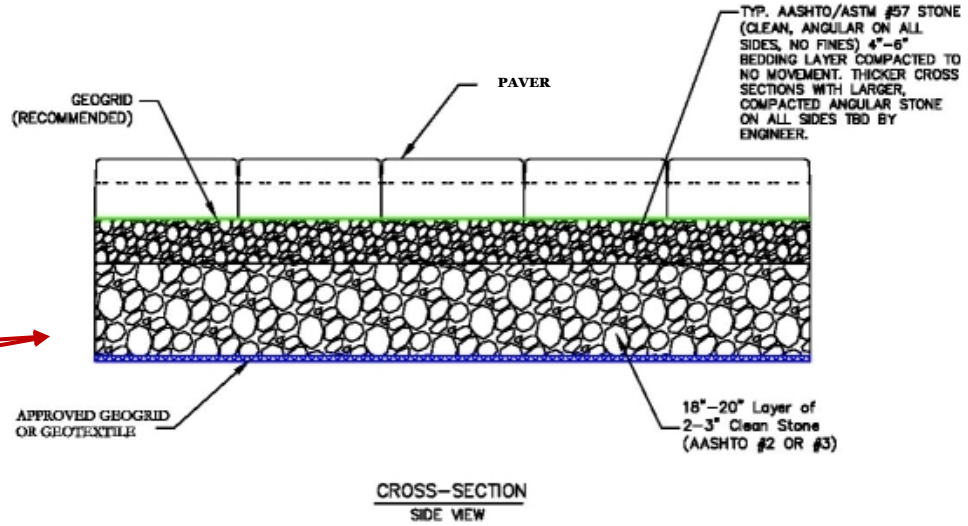
Both of these requests present maintenance concerns for the staff. Therefore, we seek input from the Board of Mayor and Aldermen before moving forward with the development plan process. If the Board of Mayor and Aldermen decide to accommodate these requests, we will need to update the Street Specifications accordingly.

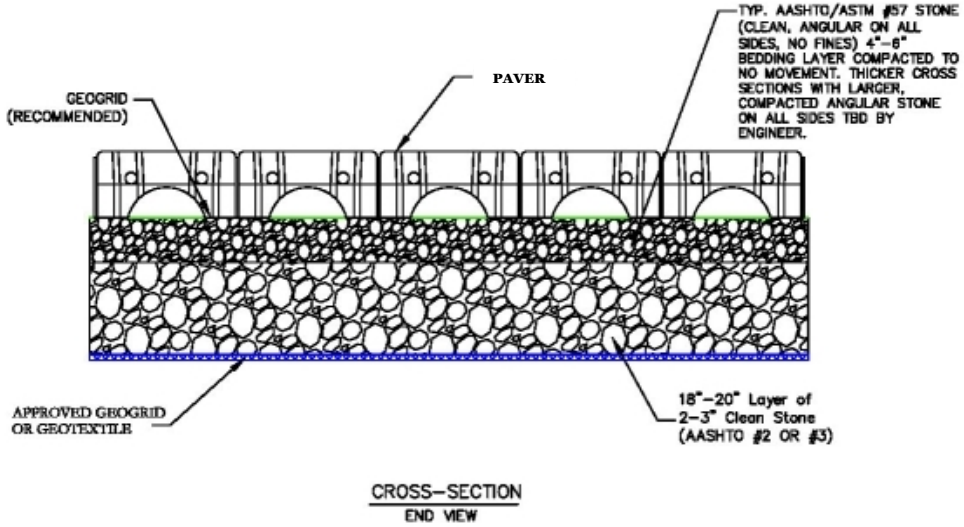
FINANCIAL IMPACT:

These two modifications will present unknown maintenance costs that the city does not currently incur.

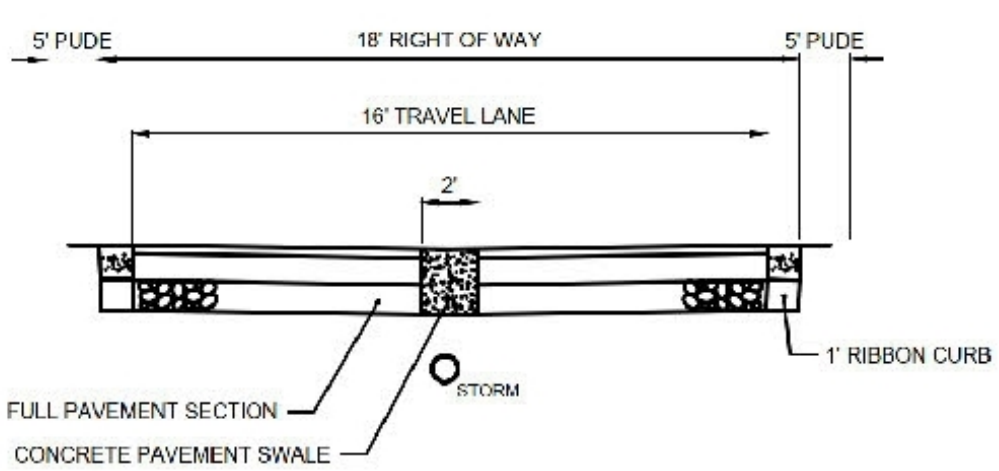
RECOMMENDATION:

Staff requests feedback on the long term maintenance for the two design modifications.





PERVIOUS PAVING



ALLEY

N.T.S.

ALLEY SECTION

City of Franklin

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

File #: 21-0250

DATE: May 24, 2024

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Tom Marsh, Building and Neighborhood Services Director
Alex Brown, Asst. Director of BNS
Shanna McCoy, Zoning Administrator

SUBJECT:

Discussion Of Request To Authorize Paid Parking At 94-98 E. Main Street, 103 1st Ave N., And 127 2nd Ave N

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a request for paid parking at 94-98 E. Main Street, 103 1st Ave North and 127 2nd Ave N.

BACKGROUND/STAFF COMMENTS:

Per Section 10.1.24.C of the City of Franklin Zoning Ordinance, "Required parking spaces shall be free and accessible to the public, unless otherwise determined by the BOMA." This requirement became effective on December 30,2019, and there were existing paid lots established before that date that have nonconforming status and are allowed to continue operating. Staff have received applications for new paid parking at 2 locations in the downtown Franklin area that propose to use required spaces as paid parking for users who are not customers of a business associated with the parking lot. Each site will be addressed separately.

The property owner of 94-98 E. Main Street and 103 1st Ave N requests approval of new paid parking in these locations. The property has also been known as "The Boathouse". The building is vacant now, but based on the square footage of the building and restaurant use of the site, the minimum parking required is 93 spaces. There are currently only 45 parking spaces available on the two properties combined. The minimum parking requirement is not met with the use of both properties. The parking plan proposed by the applicant would provide a minimum of 60 minutes and a maximum of 90 minutes free parking to patrons of the restaurants. The length of free parking would vary throughout the day. After the specified amount of time, patrons would then be charged a fee that is lower than the fee paid by the public to park at this location. Customers who are not patronizing the associated business(es) will always be charged a greater-than-market rate.

The owner has expressed their intent to begin using the parking area for paid parking while the

building is vacant, but continue the operation of paid parking after the building is again occupied.

There are spaces along the frontage of 94-98 E. Main Street that are within or partially within state right-of-way, and as such, will not be permitted for use as paid parking.

The owner of 127 2nd Ave N, has also requested approval of paid parking. There are currently 2 businesses on the site that require a minimum of 19 spaces. There are a total of 54 spaces on the site. There is an excess of 35 parking spaces on this site. Per the Zoning Ordinance, staff is able to approve use of the 35 excess spaces for paid parking, but the owner and applicant propose to designate all spaces as paid parking and utilize their validation process and vehicle permitting system to enable employees and guests of the two businesses to receive free parking. Anyone parking in the lot would have access to all spaces for a fee, including the 19 spaces required by the Zoning Ordinance for business(es).

In order to act on these requests, staff will prepare a Resolution for vote by the Board of Mayor and Aldermen. The staff recommendation would be to disapprove a request that utilizes required parking spaces as paid parking. The item is brought to the Board for discussion to seek guidance and any questions that should be explored further as staff prepares the appropriate Resolution.

FINANCIAL IMPACT:

There is no financial impact to the City of Franklin.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen provide guidance to staff on how to proceed in requests to approve paid parking at 94-98 E. Main Street, 103 1st Ave N., and 127 2nd Ave N.

Parking Plan for 94-98 E. Main St.

Specs and Calculations

Building Use: Restaurant, Inside and Outside Seating

Building SqFt: Indoor – 6769; Outdoor – 3657.5; Total – 10426.5

Estimated Employees on Largest Shift: 20

Parking Minimum Calculation: ((10426.5/1000) * 7.5) + (20 * 0.75)) = 93 spaces

Actual spaces available: 11 spaces along E. Main St.; 34 spaces accessible at rear of property from 1st Ave.

Program Details

Park Happy (Operator) has been tasked by both the property owner and future tenant to help manage the parking areas for the property. The Operator has designed a parking program that will provide a period of free parking for guests of the property; non-guests and guests staying beyond the free parking period must pay.

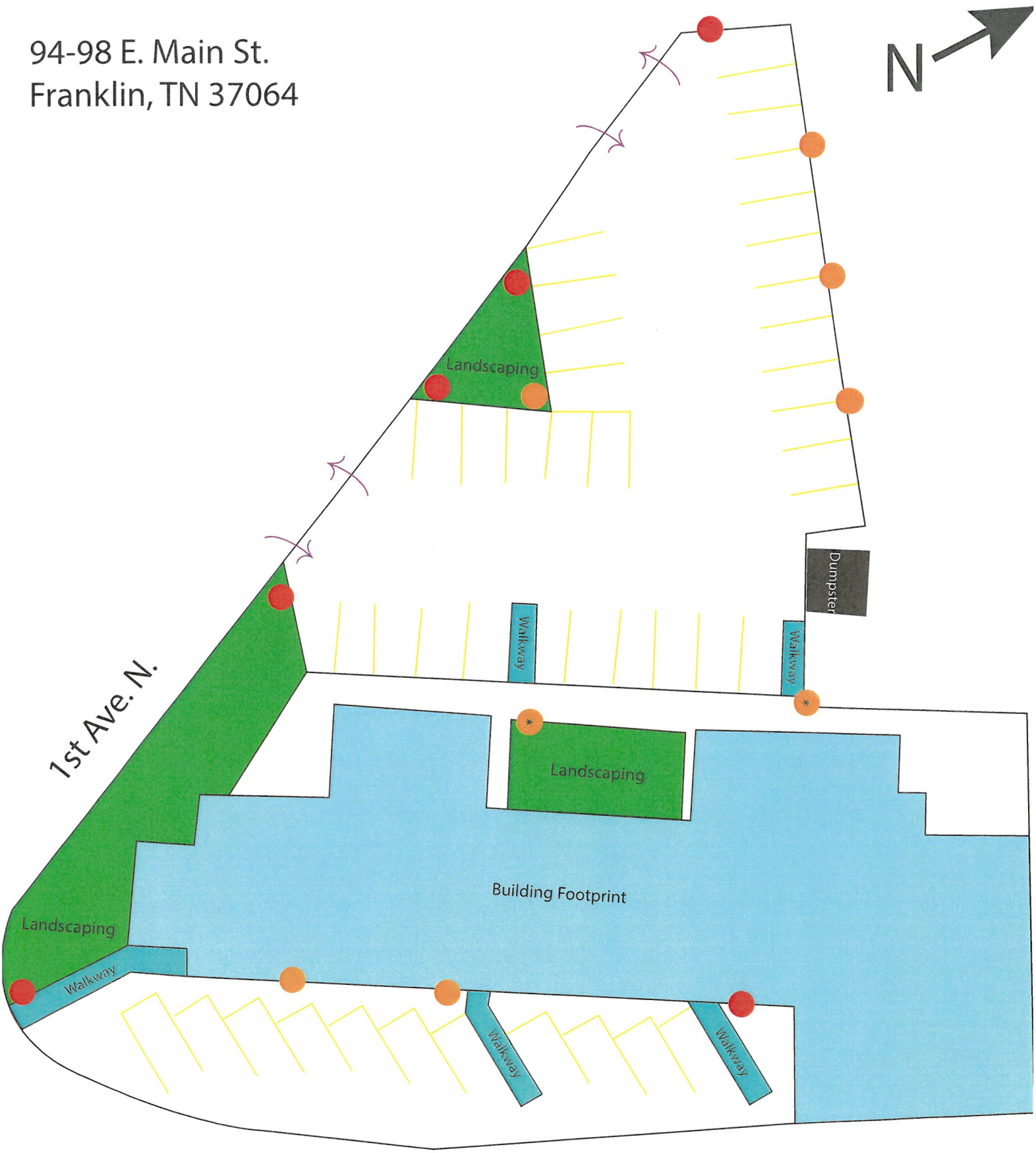
By offering property guests a limited free parking term, the Operator can encourage the necessary turnover for efficient use of the property's parking resource. The free parking term minimum will be 60 minutes and will not exceed 90 minutes. The length of free parking will vary throughout the day.

For guests who want to stay longer, they will be offered a paid parking option available through the Operator's technology system. These paid options will be cheaper than those publicly available, but will still discourage people from staying too long.

Parkers who do not visit the associated business will have no free parking option and will pay a greater-than-market rate. Some may value the convenience of the lot to their final destination and choose to pay that more aggressive rate. We expect that most will choose to find parking elsewhere, leaving the space open for a guest.

Park Happy's enforcement team is tasked with ensuring the program runs as designed. Placing a ticket on a violator's vehicle is a friendlier option than strict enforcement by towing.

94-98 E. Main St.
Franklin, TN 37064



E. Main Street

Parking Plan for 127 2nd Ave. N.

Specs and Calculations

Building Use: Piano Showroom – Personal Services[1]; The Warehouse – Offices

Building SqFt: Piano Showroom – 5,000; The Warehouse – 2,000

Parking Minimum Calculation: ((5000/1000) * 2.5) + ((2000/1000) * 2.85) = 19 spaces

Program Details

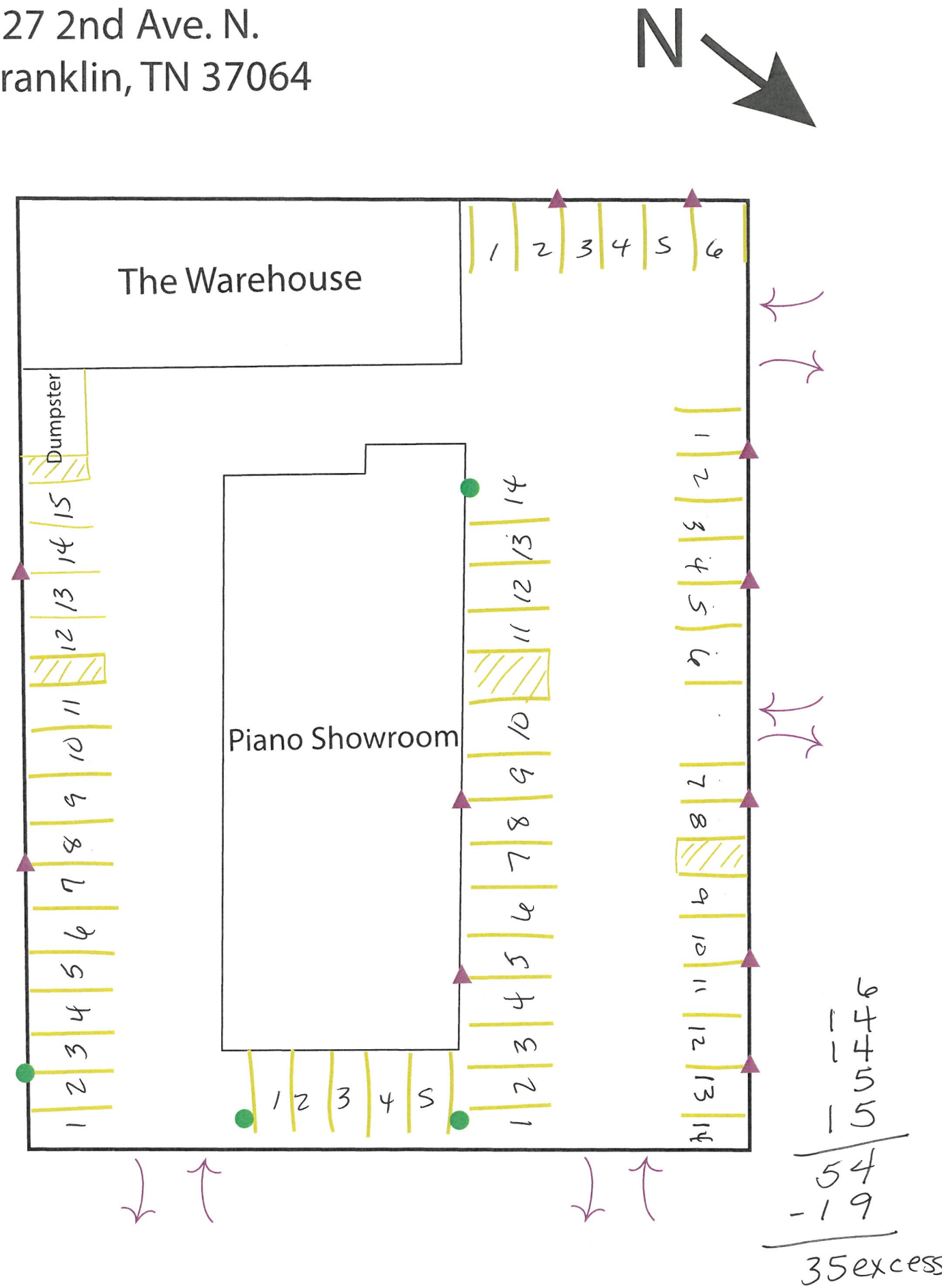
Park Happy (Operator) has been hired to help monitor this parking lot. Guests will continue to receive free parking offered through Park Happy's validation process. Retail shoppers and tutees will register their vehicle in the parking lot and then secure their free parking inside. This ensures only guests of the property will receive free parking.

Employees will continue to have free parking through Operator's vehicle permitting system.

The public may park in any of the excess 35 spaces, but to do so will require payment upfront.

[1] While the Shuff's Piano Showroom does have the Showroom Use, it also offers piano lessons. For the purposes of parking, Personal Services, Instructional Services is the more appropriate use. This use also results in the highest minimum calculation and is therefore most conservative for the building's parking needs.

127 2nd Ave. N.
Franklin, TN 37064



Subject: Proposal to Increase City Council Pay: Empowering Younger Candidates with Families and Full-Time Jobs

Dear Esteemed City Council Members,

As we continue to serve our vibrant and rapidly growing city of 86,000 residents, it's imperative that we reflect on ways to ensure effective governance and representation. I am advocating for an increase in Alderman and Mayor monthly pay for the board of Mayor and Aldermen, with a particular reason to focus on empowering those how are coming after us as well as younger candidates who juggle family responsibilities and full-time employment.

Here are compelling reasons why such an increase is not only warranted but crucial for the continued success of our city:

1. **Attracting Diverse Talent**: Our city boasts highly talented citizens and it's essential that our city council reflects the diversity those individuals and the skill-sets they can offer to our city. By offering compensation that contributes somewhat more towards all the responsibilities we must cover we can attract a wider range of candidates, especially those who may currently be deterred by the investment of time, study, and the financial strain of serving in public office alongside their existing family, job, and community commitments.
2. **Ensuring Representation for Working Families**: Many of our residents are young professionals with families and demanding careers. By increasing the compensation, we send a clear message that our community values and supports individuals from all walks of life, including those who may not have the financial flexibility to cover sitters (at $15 and $20 per hour), attending community meeting, events, seminars and just juggling their family and career lives.
3. **Encouraging Civic Engagement**: A increased compensation can incentivize more individuals, particularly younger demographics, to engage in local public service and consider running for the Board of Mayor and Aldermen. This infusion of fresh perspectives and energy is essential for keeping our governance dynamic and responsive to the evolving needs of our community.
4. **Balancing Commitments**: Serving on the Board of Mayor and Aldermen is a significant responsibility that often requires time away from family and work obligations. Increasing compensation can assist in alleviating the financial burden associated with this important commitment, enabling BOMA members to strike a better balance between their civic duties and personal and professional lives.

5. **Investment in Effective Governance**: Ultimately, investing in fair compensation for Board of Mayor and Aldermen members is an investment in the effectiveness and integrity of our governance and can help attract and retain dedicated individuals who are representative of our community.

   In conclusion, raising the monthly compensation for city council members is not just about fair compensation—it's about fostering inclusivity, promoting civic engagement, and ensuring effective governance for the benefit of all residents. I urge my fellow Aldermen to consider this proposal seriously and to join me in taking this important step towards a future vibrant and representative Board of Mayor and Aldermen.

Let's remember:

1. No one takes on this position / job as a working income or expects anything close to a sustainable income. That is not why any of us do this job or the public servants to come after us. I have never met any Alderman who ran for office because they thought a monthly compensation was a paying job they were applying for.

2. People should not be penalized for wanting to serve or be disincentivized because of the demands on time and finances.

3. Let's not overlook the non-visible things, working through the issues, studying massive amounts of material at times, attending seminars, community meetings, and dealing with explosive growth and all the challenges that brings to our city and board.

4. BOMA members are not just board members, they are members of an executive board the take on critical responsibilities for our city.

5. Look at the growth over the last 10 year and the work load the complexities of the issues (sewer treatment plant, drinking water plant, impact fees, growth, sewer basins challenges, long term planning, financial planning for a fast-growing community, the list goes on).

6. Aldermen and the Mayor in reality, don't have a day off a they serve 365 days a year. Yes, one of us even got a call on Christmas day. So, the Aldermen and Mayor are on the clock.

7. Just one metric for the increase growth and increased activity is look at the number of increased numbers of employees that work for the city, the increases in pay for staff and especially the increase in pay for administration over the last 15 years. In a weak Mayor system, the actual decision-making via votes on important issue primarily rest on the shoulders of the Aldermen. It is their responsivity to become extremely well informed on each decision, thus adding more to the workload of the current board and to those to come. The workload of our mayor has increase just as well and his ambassadorship for a nationally and internationally recognized city is very demanding here locally and at the state level and beyond.

Currently Compensation for:
Aldermen $1000 per month /per year $12,000
Mayor: $2,000 per month / per year $24,000

Proposed:
|Aldermen $2,250 per month/ per year $27,000
Mayor: $4,000 per month / Per year $48,000

Thank you for your attention to this needed matter.

Elected Official Pay Data

Alcoa	Mayor – $350 per month ($4,200/yr) Commissioners – $275 per month ($3,300/yr(No additional pay. Elected officials do not receive benefits.
Bartlett	Mayor – $105,000/yr Board Members – $12,000/yr Mayor is full-time and receives $500/month stipend for personal use vehicle. No additional pay. Defined Pension Plan if elected before 7/1/14. City's Defined Pension Benefit 401 Plan if elected after 7/1/14. Can participate in health, vision, and disability plans like city employees.
Brentwood	Mayor – $1000 per month ($12,000/yr) Commissioners – $950 per month ($11,400/yr) No additional pay. Both receive Health and Life Insurance benefits only.
Bristol	Mayor – $8,077.60/yr Council Member – $8,077.60/yr No additional pay. Elected officials are eligible for all the same benefits as full-time employees except for Life Insurance or Short Term Disability.
Chattanooga	Mayor – $192,237.53/yr (calculated) Council Member – 15% of Mayoral Salary ($28,835.63/yr) Council Chair – $33,835.63/yr (additional $5,000 from Council Member) Council Vice Chair – $31,335.63/yr (additional $2,500 from Council Member) No additional pay. Each Council Member is allotted $6,000 for District-specific expenses (reimbursement) Elected Officials are eligible to receive all city employee benefits, except for longevity bonuses.
Collierville	Mayor – $35,000/yr Vice-Mayor – $15,000/yr Aldermen – $12,000/yr No additional pay. Found salary based on charter (resolution amendments) Increase by $2,000 for Mayor and $1,000 for Aldermen in 4 year increments.*

	Board members receive health and life insurance benefits.
Columbia	Mayor – $346.15 every two weeks ($9,000/yr) Vice-Mayor – $279.96 every two weeks ($7,278.96/yr) Council – $230.77 every two weeks ($6,000/yr) No additional pay. All are offered medical and dental insurance like City employees.
Fairview	Mayor – $1,000 per month ($12,000/yr) Commissioners – $950 per month ($11,400/yr) No additional pay. Elected officials do not receive benefits.
Germantown	Mayor – $24,000/yr Aldermen – $12,000/yr The Mayor receives a vehicle allowance. All are eligible to be on the city's health care insurance.
Johnson City	Mayor – $150 per month ($1,800/yr) Commissioners – $100 per month ($1,200/yr) No additional pay. Elected Officials are eligible to participate in City insurance.
Kingsport	Mayor – $3,000/yr Aldermen – $2,400/yr No additional pay. No benefits.
Knoxville	Mayor – $162,500/yr Council – $24,000/yr No additional pay. Elected Officials are eligible for City benefits.
Maryville	Mayor – $50 per month ($600/yr) Council – $25 per month ($300/yr) Elected Officials do not receive any City-provided benefits.
Murfreesboro	Mayor – $12,000/yr Council – $11,400/yr Council Members receive a car allowance of $4,800/yr and a phone allowance of $1,800/yr.

	The Mayor receives a car allowance of $9,600/yr and a phone allowance of $1,800/yr. All are eligible for benefits like employees.
Nashville (found on General Pay Plan)	Mayor – $180,000/yr (change to $209,898/yr in September 2023) Vice-Mayor – $25,230/yr (change to $27,977/yr in September 2023) Council Member – $23,100/yr (change to $25,615/yr in September 2023)
Nolensville	Mayor – $425 per month ($5,100/yr) Vice-Mayor – $425 per month ($5,100/yr) Commissioners – $425 per month ($5,100/yr) No additional pay. Elected officials do not receive city-provided benefits.
Spring Hill	Mayor – $925 per month ($11,100/yr) Aldermen – $450 per month ($5,400/yr) Aldermen on the Planning Commission – $500 per month ($6,000/yr) No additional pay. All are eligible for benefits like employees, but is not eligible for medical opt-out pay.
Thompson's Station	Mayor – $10,000/yr Alderman – $5,000/yr No additional pay. Mayor can use a town paid-for cell phone for official business ($360/yr) No benefits aside from required training by the State.