City of Franklin

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

Meeting Agenda

Work Session

Tuesday, April 8, 2025 | **4:30 PM** | **Williamson County Auditorium**

MEETING LOCATION
Williamson County Auditorium
1320 West Main Street

CALL TO ORDER

CITIZEN COMMENTS

Comments on agenda items may be made in person 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. Consideration Of Event Permit For Wine Down Main Street Sponsored By The Boys and Girls Club In Downtown Franklin On November 1, 2025

   Sponsors: Milissa Reierson, Monique McCullough

2. Capital Investment Plan - Round Two Prioritization Update

   Sponsors: Eric Stuckey, Paul Holzen, Lisa Clayton, Michael Walters Young

3. City Hall Project Update

   Sponsors: Eric Stuckey, Mark Hilty, Kelly Dannenfelser, Chris Koeper

4. *Consideration Of Amendment 5 To COF Contract No. 2020-0055, With Ascension St. Thomas Urgent Care For Renewal Regarding Near-Site Clinic Services To June 30, 2025

   Sponsors: Kevin Townsel

5. *Consideration Of COF Contract No. 2024-0280, With The TMA Group For Lease Agreement For The Building And Property Located At 708 Columbia Avenue, Franklin, Tennessee, 37064

   Sponsors: Vernon Gerth, Blake Harper

6. Presentation On Residential Infrastructure Districts In Tennessee

   Sponsors: Eric Stuckey, Kristine Brock

7. *Consideration Of Procurement Award To Morgan Contracting, Incorporated, Of Knoxville, Tennessee, In The Total Lump-Sum Amount Of $4,163,750.00 For Water Reclamation Facility Rehabilitation &

Resiliency Improvements Project For The Water Management Department (Purchasing Office Procurement Solicitation No. 2025-013; $2,310,394.48 Monies Received From American Rescue Plan Act Funds And $1,700,000 Budgeted In 431-89230-52213 For Fiscal Year 2026; Contract No. 2024-0167)

Sponsors: Michelle Hatcher

8. *Consideration Of Procurement Award To Calgon Carbon Corporation Of Moon Township, Pennsylvania In The Total Lump-Sum Amount Of $115,000 For Granular Activated Carbon (GAC) Water Filtration Media Exchange For The Water Treatment Division Of The Water Management Department (Purchasing Office Procurement Solicitation No. 2025-014; $150,000.00 Budgeted In 421-89230-52103 For Fiscal Year 2025; Contract No. 2025-0081)

Sponsors: Kristine Brock, Michelle Hatcher

9. *Consideration Of COF Contract No. 2025-0026, With Erickson Living Properties, LLC For Parkland Impact Fee And Construction Agreement For Erickson Senior Living PUD

Sponsors: Lisa Clayton, Heather Eusebio

10. Consideration Of Ordinance 2025-04, An Ordinance To Amend Chapter 4 Of Title 25 - Section 25-405, Section 25-406 And Section 420 Of The Franklin Municipal Code, Concerning Parkland Impact Fees As Amended

Sponsors: Mark Hilty, Lisa Clayton, Kevin Lindsey, Heather Eusebio, Chris Franklin

11. Consideration of COF Contract No. 2024-0421, With Hard Bargain Association For The Receipt Of Community Development Block Grant Funds In An Amount Not To Exceed $80,000

Sponsors: Tom Marsh, Kathleen Sauseda

12. Consideration Of COF Contract No. 2025-0055, With Habitat For Humanity Williamson-Maury For Reimbursement Costs From Community Development Block Grant Funds Toward The Construction Of A New, Affordable, Deed-Restricted Single Family Home In An Amount Not To Exceed $50,000

Sponsors: Tom Marsh, Kathleen Sauseda

13. Consideration Of Resolution 2025-12, A Resolution Adopting A Plan Of Services For The Annexation Of 4356 South Carothers Road, By The City Of Franklin, Tennessee. Establishing A Public Hearing On May 13, 2025
FMPC 3/27/25, 9-0
Sponsors: Emily Wright, Amy Diaz-Barriga, Chelsea Randolph

14. *Consideration Of Resolution 2025-11, A Resolution To Annex One Property, Consisting Of 5.86 Acres, Located At 4356 South Carothers Road And Adjoining The City Limits Within The Eastern Part Of The Franklin Urban Growth Boundary (UGB). Establishing A Public Hearing On May 13, 2025
FMPC 3/27/25, 9-0
Sponsors: Emily Wright, Amy Diaz-Barriga, Chelsea Randolph

15. *Consideration Of Ordinance 2025-03, An Ordinance To Rezone 204.86 Acres From Planned (PD 1.0) District To Planned (PD 1.26) District For The Property Located South Of Murfreesboro Road And East Of South Carothers Road, Including 4356 South Carothers Road. (Colletta Park PUD Subdivision).

Establishing A Public Hearing On May 13, 2025
FMPC 3/27/25, 9-0

Sponsors: Emily Wright, Amy Diaz-Barriga, Chelsea Randolph

16. Consideration Of Resolution 2025-13, A Resolution Approving A Revised Development Plan For Colletta Park PUD Subdivision, For The Property Located South Of Murfreesboro Road And East Of South Carothers Road, Including 4356 South Carothers Road. Establishing A Public Hearing On May 13, 2025
FMPC 3/27/25, 9-0

Sponsors: Emily Wright, Amy Diaz-Barriga, Chelsea Randolph

17. Consideration Of COF Contract No. 2025-0019, With Ford Colletta, LLC For Parkland Impact Fee And Construction Agreement For Colletta Park PUD Subdivision
CIC 2/27/25

Sponsors: Lisa Clayton, Heather Eusebio

18. *Consideration Of Ordinance 2025-05, An Ordinance To Rezone 0.89 Acres From General Office (GO) District To Planned (PD 6,900) District For The Property Located For The Property Located East Of Jordan Road And North Of Murfreesboro Road, Located At 903 Murfreesboro Road. (Cook PUD Subdivision). Establishing A Public Hearing On May 13, 2025
FMPC 3/27/25, 9-0

Sponsors: Emily Wright, Amy Diaz-Barriga, Chelsea Randolph

19. Consideration Of Resolution 2025-23, A Resolution Approving A Development Plan For Cook PUD Subdivision With 1 Modification Of Development Standards (Signs), For The Property East Of Jordan Road And North Of Murfreesboro Road, Located At 903 Murfreesboro Road. Establishing A Public Hearing On May 13, 2025
FMPC 3/27/25, 9-0 (MOS 1: 9-0)

Sponsors: Emily Wright, Amy Diaz-Barriga, Chelsea Randolph

20. Consideration Of Resolution 2025-18, A Resolution To Amend The Investment Assumption Rate Of The City Of Franklin Closed Employees' Pension Plan
Pension 3/24/25, 5-0

Sponsors: Kristine Brock

21. Consideration Of Resolution 2025-27, A Resolution To Amend COF Contract No. 2016-0328, A Retirement Health Savings Plan For Designated Employees Of The City Of Franklin, Tennessee
Pension 3/24/25, 5-0

Sponsors: Kristine Brock, Sara Sylvis

22. Consideration Of Ordinance 2025-08, An Ordinance To Clarify Regulation Of, And Restrictions On, Visible Possession Of Open Alcohol Containers And Consumption Of Alcohol, Other Than Beer, In Public

Sponsors: Bill Squires

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 #: 21-0297

DATE: March 7, 2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Milissa Reierson, Chief Communications Officer
Monique McCullough, Public Outreach Specialist

SUBJECT:
Consideration Of Event Permit For Wine Down Main Street Sponsored By The Boys and Girls Club In Downtown Franklin On November 1, 2025

PURPOSE:
The purpose of this memorandum is to outline recommendations for the Wine Down Main Street event sponsored by the Boys and Girls Club in Downtown Franklin on November 1, 2025.

BACKGROUND/STAFF COMMENTS:
The Boys & Girls Club of Middle Tennessee has requested an Event Permit for the annual Wine Down Main Street event (WDMS) scheduled for November 1, 2025. WDMS is a ticketed event that allows patrons with tickets to sample wines located in various locations along Main Street. Attendees must be 21+ and show valid I.D. Event will include a stage with live music at Five Points and on the Square. Requested closure is 3 p.m. until 11 p.m. Estimated attendance is 2,000. All proceeds benefit the Boys & Girls Club of Middle Tennessee.

FINANCIAL IMPACT:
The applicant is responsible for Sanitation & Environmental Services costs and extra-duty Police Officers who work the event.

RECOMMENDATION:
Staff recommends approval of this event with the following conditions:

- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. at least 30 days prior to event.
- Applicant will advertise a “safe ride” initiative

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured. Certificate should include liquor liability.

Police Department:

- Applicant will hire required number of extra-duty Franklin Police Officers
- Applicant has requested amplification on two stages located within the event footprint. Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Building & Neighborhood Services Department:

- Electrical permit will be required

Sanitation and Environmental Services Department:

- Applicant will pay for clean-up crew during the event

Billing and Licensing:

- Obtain beer permit from the City of Franklin (if needed) and special event liquor license from TABC.

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal's office regarding site plan, tents, stages, and mobile food vendors

OFFICE USE ONLY
Permit No:
_____

HISTORIC FRANKLIN TENNESSEE

City of Franklin
Special Event Permit Application

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

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

Please list all that apply: Wine Down Main Street

1. **Name/purpose of event:** 24th Annual Wine Down Main Street
2. **Location Requested:** *(if Temporary Street Closure, list major roads to be closed)***:**
   Downtown Franklin, Main Street from 5th Avenue to 2nd Avenue, 5th Avenue, Public Square
3. **Date or dates of event:** 11/01/2025
4. **Start/End Times of Event:**
   VIP inside Franklin Theatre 6 to 9 PM, Main event 7 to 10 PM

   What date/time will set-up begin? 11/1/2025 1:00 PM
   What date/time will tear-down be complete? 11 P
   **Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
5. **Time of Street Closure** *(if applicable):* 303 Newport Meadows Circle
6. **An estimated number expected to attend during the course of the event:**
   Spectators/Attendees: 2,000 Event Staff/Volunteers:175 Total:2,175
7. **Name of applicant and Organization Requesting Permit** (at least one applicant must be a resident of the City of Franklin; or the organization must be located in the City limits of Franklin)**: Applicant / Organization Requesting Permit**
   Denise Carothers
   Boys & Girls Clubs of Middle Tennessee
   129 West Fowlkes Street, 1000
   Franklin, TN 37064
   P:6156288188
   dcarothers@bgcmt.org
   Person in charge on day of event: Denise Carothers
   Cell: 615-509-9285 **E-mail address:** dcarothers@bgcmt.org
   Name and Cell Number of at least two others available on day of event:
   Name: Aria Grinstead **Cell:** 615-943-9617 **E-mail address:** agrinstead@bgcmt.org
   Name: John Marcellus **Cell:** 615-462-8315 **E-mail address:** jmarcellus@bgcmt.org

8. **DETAILED description of the event** (include information regarding the appropriateness of the event for all ages. If available, include the names and descriptions of acts/performers) **:**
Lipman Brothers, Nashvilles oldest and largest distributor of wine and spirits is the official wine sponsor. Participants taste wines, shop, and sample food from area restaurants all while listening to great live music.

Wine Down Main Street generates much needed revenue to provide Boys & Girls Club members (ages 5-18) with valuable resources and exceptional after school and summer care. Support of the dinner ensures that youth are 100% ready for their great futures--ready to read, ready for class the next day, ready to graduate, ready for their careers and ready to serve their communities.

Elecoustic Soul is slated to perform on the Main Stage at the corner of Fifth 7 Main and Braunzie Gurl inside of the Franklin Theatre. In addition we are waiting to hear from San Rafael Band for the Square.

9. **ENCLOSE A DETAILED PDF MAP** of the event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such an event will occur.
For large-scale events, a map or maps should be obtained from the City's GIS division.
If also submitting a CAD file, please ensure that it is in DWG file format, and projected in TN State Plane NAD83

Please detail any restricted parking areas on the event map.

Event Map: WDMS 2024 Tasting Station Map.pdf

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

Administrative Contact List: 2024 Board Roster.xlsx

11. **Where is your organization based?** Williamson County
12. **Is your organization authorized to do business in Tennessee?** Yes
13. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes
IRS tax exemption letter: Tax Exempt-Higgs Signature.pdf
14. **Will you charge an admission fee?** Yes
Average admission fee: 85
15. **Will you charge a vendor particiation fee?** No
Average vendor participaion fee?
16. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**
17. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes
18. **Is this event a fundraiser?** Yes
What organization will be the benefactor of event? BOYS & GIRLS CLUBS OF MIDDLE TENNESSEE
What percentage of funds will they receive? 100
19. **Will parking in the area of the event need to be restricted or prohibited?** Yes
20. **Will any sound amplification equipment be used during the event?** Yes

21. **Applicant must also include a copy of the insurance certificate indicating coverage and listing the City of Franklin as an additional insured**

***For stages, tents, etc. constructed on site prior to the event, that date must be included on the Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from the site at end of the event. ***Rented inflatables/interactives that are set up and manned by the applicant must be included specifically in the applicant's Certificate of Insurance.

If you already have your insurance certificate, please upload it now in pdf format. Otherwise, your insurance certificate will need to be submitted before your event is approved.

Insurance Certificate:

22. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list**.
Local restaurants sign up to participate and food in tents outside of the shops. In addition some sponsors may have tents sent up. Partcipating shops along Main will ahve wine inside.

23. **Will food, beverages, or merchandise be sold or given away?** Yes
Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
Clean Up Plan and Provider: Clean Up Plan.docx

24. Events under 200 participants require a $250 refundable security deposit at the time of approval. For events over 200, a $1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **NOTE*: Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*

25. **Will you require a temporary water tap?** No
If yes, please list exact locations:

26. **Will alcohol, beer, and/or wine be given away or sold?** Yes
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.

27. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require a special inspection from the Franklin Fire Department. All tents must meet the requirements of Chapter 31 of the International Fire Code. Tents 20-ft by 20-ft or larger much have an approved label or documentation showing the tent fabric meets all flammability requirements. Tents larger than 400-SF must be inspected and approved by the fire department before the event opens. All cooking operations must be inspected and approved by the fire department before the event opens. Cooking operations will be periodically inspected throughout the event. Tents should be taken down on the date the event has ended. ***Please read the Additional Requirements section of this application for more information***.

28. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
Good Neighbor Letter: goodneigborletter.pdf
Good Neighbor Letter Mailing List: goodneigborletter.pdf

HISTORIC
FRANKLIN
TENNESSEE

Rules and Regulations

Please Read All Attachments Before Signing Application.

1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all State and Federal Laws.

2) I/We agree to abide by all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.

3) I/We do swear or affirm that all of the information given in this application is true and complete.

4) I/We do swear or affirm that the organization is located in the city limits of Franklin and/or one of the applicants is a resident of the City of Franklin, Tennessee.

5) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.

6) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.

7) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.

8) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.

9) I/We understand and acknowledge that all vendors, acts, performers, organizers, and patrons must not violate any laws pertaining to adult entertainment as defined by Tennessee State law.

10) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.

11) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.

12) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.

13) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY: _____ Date: 2-17-25
(Signature and title – must be officer of organization)

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

_____
Dr. Ken Moore, Mayor

_____
Eric S. Stuckey, City Administrator

04/2024

Event Name: 24th Annual Wine Down Main Street

Signature: _____

FORM C

Buildings, Structures, & Power Sources

If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

Building permits and/or inspections also may be required whenever deemed necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems.

All Permit applications are subject to permit fees.

If you have any questions about whether you need to apply for a permit from the Building & Neighborhood Services Department, please call 615-794-7012.

Event Name: 24th Annual Wine Down Main Street

Signature: _____

HISTORIC FRANKLIN TENNESSEE

FORM D

Sound Amplification

In accordance with Title 11 Chapter 4 of the Franklin Municipal Code (*Offenses Against the Peace and Quiet*), amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

Applicant/Organization: Denise Carothers - Boys & Girls Clubs of Middle Tennessee
Event Name: 24th Annual Wine Down Main Street
Event Date(s): 11/01/2025

1. **Time amplification equipment will be used:** From: 7:00 PM To: 10:00 PM
2. **Exact locations sound amplification equipment will be used** *(i.e. stage located on Second Avenue). Provide map/layout if necessary.*:
   Corner of Fifth and Main and Franklin Public Square

   Sound Amplification Map: WDMS 2024 Tasting Station Map.pdf
3. **For what purpose will sound amplification be used?** *Please list all that apply*: Band/Singers
4. **Type of Amplifier:** PA System
5. **Number of Amplifiers:** **Number of Speakers:** **Number of Performers:** 6
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**
   Name: Denise Carothers **Cell:** 615-509-9285 **E-Mail:** dcarothers@bgcmt.org
   Name: Scott Ducaj **Cell:** 6154797751 **E-Mail:** TNbugle@aol.com

Authorized Signature: Denise Carothers **Date:** 02/18/2025

The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.

Enjoy your Journey as you "Wine Down Main Street"

Saturday, November 2nd, 2024

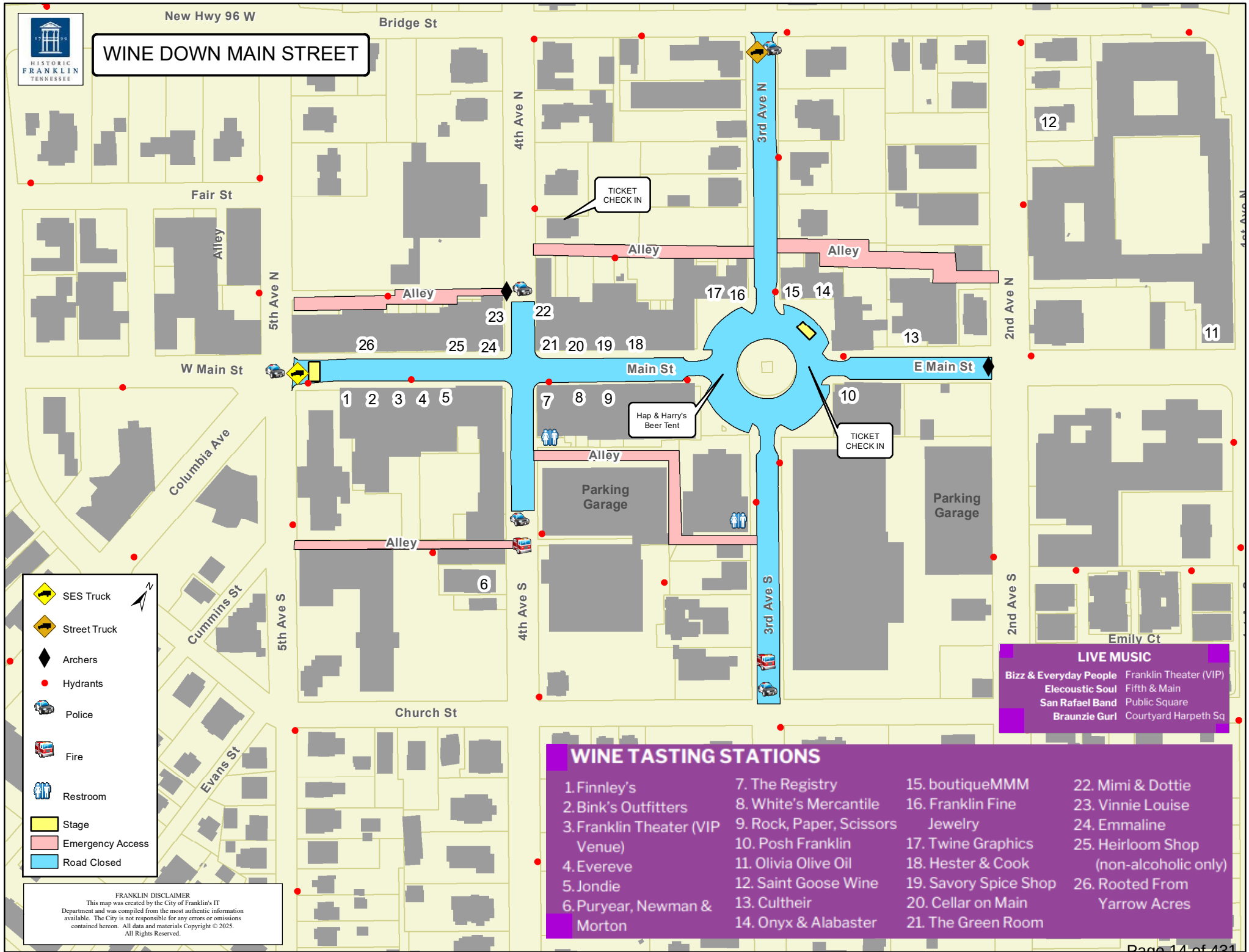


LIVE MUSIC

Bizz & Everyday People	Franklin Theater (VIP)
Elecoustic Soul	Fifth & Main
San Rafael Band	Public Square
Braunzie Gurl	Courtyard Harpeth Sq

WINE TASTING STATIONS

1. Finnley's
2. Bink's Outfitters
3. Franklin Theater (VIP Venue)
4. Evereve
5. Jondie
6. Puryear, Newman & Morton
7. The Registry
8. White's Mercantile
9. Rock, Paper, Scissors
10. Posh Franklin
11. Olivia Olive Oil
12. Saint Goose Wine
13. Cultheir
14. Onyx & Alabaster
15. boutiqueMMM
16. Franklin Fine Jewelry
17. Twine Graphics
18. Hester & Cook
19. Savory Spice Shop
20. Cellar on Main
21. The Green Room
22. Mimi & Dottie
23. Vinnie Louise
24. Emmaline
25. Heirloom Shop (non-alcoholic only)
26. Rooted From Yarrow Acres



FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2025. All Rights Reserved.

Prior to the event, the event coordinator shall provide one or more Certificate(s) of Insurance that meet(s) or exceed(s) the following insurance requirements:

REQ	Type of Coverage	Limits of Coverage	Certificate of Insurance*
x	Commercial General Liability	$1,000,000 Each Occurrence $2,000,000 General Aggregate $1,000,000 Personal and Advertising Injury $2,000,000 Products-Completed Operations Aggregate Waiver of Subrogation Primary and Non-Contributory	Certificate of Insurance shall include the City of Franklin as Additional Insured with attachment of the Additional Insured endorsement for both Premises/Operations and Products/Completed Operations
x	Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	$1,000,000 Combined Single Limit Each Accident	Certificate of Insurance shall include the City of Franklin as Additional Insured
x	Workers Compensation	Statutory Limits Waiver of Subrogation	Certificate Holder only
x	Employers Liability	$1,000,000 Bodily Injury Each Accident $1,000,000 Policy Limit Bodily Injury by Disease $1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
	Builders Risk	Total insurable property value of building and materials with Special Cause of Loss form	Certificate of Insurance shall include the City of Franklin as Loss Payee
	Installation Floater	Total insurable property value	Certificate of Insurance shall include the City of Franklin as Loss Payee if applicable
	Professional Liability or Errors or Omissions Liability	$1,000,000 Combined Single Limit	Certificate Holder only
	Umbrella or Excess Liability	$1,000,000 Each Occurrence and $1,000,000 Aggregate	Certificate of Insurance shall include the City of Franklin as Additional Insured with attachment of the Additional Insured endorsement for both Premises/Operations and Products/Completed Operations
X	Liquor Liability	$1,000,000 Each Occurrence and $1,000,000 Aggregate	Certificate of Insurance shall include the City of Franklin as Additional Insured with attachment of the Additional Insured endorsement for both Premises/Operations and Products/Completed Operations

Date: March 7, 2025
Applicant: Denise Carothers
Project Title: 24th Annual Wine Down Main Street
Project Address:

Open Issues: 1

Sanitation and Environmental Services

General Issues

1. Solid Waste Service

bobby.sullivan@franklintn.gov	SES can provide sanitation services for this event as in years past at a rate of $150.00 per hour for employees, truck and containers. Crew last year was on site during the event from 5:00 PM-11:00 PM. Cleanup will take place during and after the event. Wayne Sullivan bobby.sullivan@franklintn.gov 615-604-1575

Staff Conditions:

Staff recommends approval of this event with the following conditions:

- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. at least 30 days prior to event.

- Applicant will advertise a “safe ride” initiative

Risk Management:
Applicant will provide certificate of insurance naming the City as additional insured. Certificate should include liquor liability.

Police Department:
Applicant will hire required number of extra-duty Franklin Police Officers
Applicant has requested amplification on two stages located within the event footprint. Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Building & Neighborhood Services Department:
Electrical permit will be required

Sanitation and Environmental Services Department:
Applicant will pay for clean-up crew during the event

Billing and Licensing:
Obtain beer permit from the City of Franklin (if needed) and special event liquor license from TABC.

Fire Department:
Applicant must adhere to requirements provided by the Fire Marshal’s office regarding site plan, tents, stages, and mobile food vendors

City of Franklin

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

File #: 21-0360

DATE: March 25, 2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Lisa Clayton, Director of Parks
Michael Walters Young, Chief Budget & Performance Officer

SUBJECT:
Capital Investment Plan - Round Two Prioritization Update

PURPOSE:
The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an update to the City's 10-Year Capital Investment Plan (CIP), 2025-2034.

BACKGROUND/STAFF COMMENTS:
As part of the ongoing effort to finalize the City's 10-year Capital Investment Plan (CIP), the Board of Mayor and Aldermen (BOMA) was tasked with ranking projects based on their perceived importance while ensuring that total funding remained within the allocated budget of $150,000,000.

As part of the prioritization, the Board evaluated potential projects, with the following exclusions:

- Mack Hatcher Projects – Excluded due to ongoing discussions between the City of Franklin and TDOT regarding potential funding partnerships.
- Projects with Secured Funding – Omitted from evaluation since funding had already been allocated.

Following this first round of rankings, the Board identified several key projects for inclusion in the plan:

$40,000,000 – Goose Creek Bypass and Carothers Parkway Extension
$9,500,000 – Eddy Lane (SR96 to Liberty Pike)
$3,150,000 – South Margin Street and 5th Avenue Intersection Improvement Project
$4,300,000 – Mallory Lane and Cool Springs Boulevard Improvements

To further refine priorities and achieve greater consensus, a second round of project rankings was conducted on March 17, 2025, with the funding cap reduced to $100,000,000.

The results of this second round produced the following refined list of prioritized projects:

$2,000,000 – Creekside Property
$29,900,000 – Carothers Parkway (Falcon Creek to SR96 East)
$10,500,000 – Fire Station 3 Replacement
$3,950,000 – Bicentennial Park – East Parking Lot
$650,000 – Station 2 Improvements
$10,400,000 – Boyd Mill Avenue (South of SR96 to Downs Boulevard)

City staff is seeking input and collaboration from BOMA to determine how best to proceed with the prioritization and funding of these projects. Further discussion is encouraged to ensure alignment with the City's long-term strategic goals and available resources.

FINANCIAL IMPACT:
No impact at this time. The CIP financial model will be updated to support the projects identified by the Board.

RECOMMENDATION:
Staff is seeking feedback from the Board of Mayor and Aldermen.

City of Franklin, Tennessee

FY 2024-2033 Capital Investment Program

BOMA Priority Projects - Non-Weighted Rankings for All Projects

Below is the compliation of individual BOMA member responses to the City Administrator's request for CIP project priority rankings. The following factors were used, in the order listed, to develop the overall project priority list: (1) **TOTAL** number of votes received from BOMA members, (2) By **STAFF RANKING**.

RANK	PROJECT	CATEGORY	STAFF RANKING	EST. COST	BORD OF MAYOR AND ALDERMEN									RUNNING TOTAL
					BAGGETT	BARNHILL	BLANTON	BROWN	BURGER	CAESAR	MOORE	PETERSEN	POTTS	
1	PK25001 - Creekside Property	Parks & Recreation	4	$2,000,000	1	1	1	1	1		1		1	7
2	FD19003 - Fire Station 3 Replacement	Emergency Services	4	$10,500,000	1	1	1	1	1				1	6
3	ST16015 - Carothers Pkwy (Falcon Creek - SR96E)	Transportation	3	$29,900,000		1			1	1	1	1	1	6
4	ST24006 - Battle Ave Bridge Replacement	Transportation	4	$740,000	1		1		1		1		1	5
5	FD24001 - Station 2 Improvements	Emergency Services	3	$650,000	1	1	1			1			1	5
6	PK24003 - Bicentennial Park - East Parking Lot	Parks & Recreation	2	$3,950,000	1		1	1	1				1	5
7	ST16027 - Boyd Mill Ave (South of SR96 - Downs Blvd)	Transportation	2	$10,400,000	1	1				1	1	1		5
8	PK24006 - Collins Farm Structure(s) Stabilization and Roof	Parks & Recreation	4	$430,000	1	1					1		1	4
9	FD24002 - Emergency Services / Traffic Technology Project	Emergency Services	3	$3,775,000	1				1		1		1	4
10	PK16008 - Jim Warren Park Renovations	Parks & Recreation	2	$23,000,000		1	1			1	1			4
11	ST24009 - Old Liberty Pike Improvements	Transportation	2	$4,240,000				1	1	1		1		4
12	ST16023 - 1st Ave Multiuse Trail (S Margin St - Bridge St)	Transportation	1	$2,200,000	1	1	1			1				4
13	ST24002 - Mallory Ln and W. McEwen Dr. Intersection Imp.	Transportation	4	$3,700,000					1		1		1	3
14	PK24001 - Chestnut Bend Trail Improvements Project	Parks & Recreation	4	$2,150,000			1	1					1	3
15	ST16016 - Lewisburg Pike (Donelson Crk Pkwy - Mack Hatcher)	Transportation	3	$22,800,000				1				1	1	3
16	FD19004 - New Fire Traning Center	Emergency Services	3	$4,500,000	1			1			1			3
17	PK16012 - Greenway (1st Ave North to Bicentennial)	Parks & Recreation	3	$1,927,200	1			1	1					3
18	ST16022A - Carothers Pkwy (Long Ln - S. Carothers Rd)	Transportation	2	$23,500,000			1				1		1	3
19	PK19007 - Greenway (Pinkerton Park to Franklin Road Bridge)	Parks & Recreation	2	$5,250,000	1		1			1				3
20	PK24005 - Collins Farm Trail & Parking Project	Parks & Recreation	2	$600,000	1							1	1	3
21	PK16007 - North Pavilion & Restroom Facility (Harlinsdale)	Parks & Recreation	2	$1,000,000			1		1	1				3
22	FD19001 - Fire Station 9 (East Side of Franklin)	Emergency Services	1	$12,900,000		1			1			1		3
23	ST16013 - Aspen Grove Dr. & Seaboard Ln Int Improvements	Transportation	1	$3,400,000	1				1	1				3
24	FD19005 - Safe Rooms for Fire Station 1-6	Emergency Services	4	$900,000								1	1	2
25	ST24011 - West Meade Blvd Sidewalk	Transportation	3	$2,915,000							1	1		2
26	ST25001 - Long Ln. and Old Peytonsville Rd. Improvements	Transportation	3	$17,500,000			1		1					2
27	ST24008 - Franklin Road (SR397 - SR441)	Transportation	3	$46,400,000	1			1						2
28	PK16006 - 4 Worker Houses (Harlinsdale)	Parks & Recreation	3	$2,750,000	1		1							2
29	FM24002 - South Salt Storage Facility	General Services	3	$1,350,000			1				1			2
30	PK24008 - Fieldstone Concession and Pavilion Rehabilitation	Parks & Recreation	3	$3,800,000			1	1						2
31	PK19015 - Winstead Hill Park	Parks & Recreation	3	$1,150,000	1		1							2
32	ST16022B - Carothers Pkwy (Ladd Park Temporary Sidewalk)	Transportation	2	$1,500,000	1								1	2
33	SW16005 - Jordan Branch (Cool Springs E) Stream Restoration	Stormwater	2	$1,100,000					1	1				2
34	ST16025 - Oxford Glen Dr Multiuse Trail (Candytuft Ct. - E. McEwen Dr)	Transportation	1	$1,100,000					1	1				2
35	PK24002 - Southeast Park - Phase 2	Parks & Recreation	3	$16,350,000								1		1
36	PK24007 - Liberty Park - Phase 2	Parks & Recreation	3	$6,500,000					1					1
37	ST16019 - N Royal Oaks Blvd (Alexander Plaza - Liberty Pike)	Transportation	2	$17,000,000						1				1
38	SW16004 - Figuers Drive Area Drainage Improvements	Stormwater	2	$5,352,960						1				1
39	FD19002 - Fire Station 10 (East of I-65)	Emergency Services	1	$12,900,000		1								1
40	PK16005 - Power Station & Museum	Parks & Recreation	3	$11,000,000										0
41	PK16019 - Harlinsdale Farm Interurban Trail Connection	Parks & Recreation	2	$2,550,000										0
42	FD19006 - Safety Education Village	Emergency Services	2	$3,900,000										0
43	PK19005 - Greenway (Aspen Grove to Mallory Station Rd)	Parks & Recreation	2	$2,520,000										0
44	PK24004 - FSSD (Freedom Middle and Poplar Grove)	Parks & Recreation	2	$4,300,000										0
45	ST16028 - Clovercroft Rd (SR96-Oxford Glen Dr)	Transportation	2	$35,300,000										0
46	ST16032 - West Main St (Natchez St. to Downs Blvd)	Transportation	2	$27,200,000										0
47	ST16035 - Columbia Ave (Downs Blvd to Fowlkes St)	Transportation	2	$17,500,000										0

City of Franklin, Tennessee

FY 2024-2033 Capital Investment Program

BOMA Priority Projects -Weighted Rankings for All Projects

Below is the compliation of individual BOMA member responses to the City Administrator's request for CIP project prioirty rankings. The least number of projects selected by any BOMA member was 9. The #1 project in each BOMA member's list was awarded 9 points. The #2 project was awarded 8 points. This process continues through the #9 project in each list, which is awarded 1 point. All remaining contained in a BOMA member's individual list are assigned a value of 1. The TOTAL of points possible for any given project is 81 points (9 BOMA members x9 Points for a #1 Vote). The number of BOMA member's voting for a project, or "Count", was used as a tiebreaker for any tied "TOTAL" values.

RANK	PROJECT	CATEGORY	STAFF RANKING	NON-WEIGHTED VOTES	EST. COST	BORD OF MAYOR AND ALDERMEN									RUNNING TOTAL
						BAGGETT	BARNHILL	BLANTON	BROWN	BURGER	CAESAR	MOORE	PETERSEN	POTTS	
1	PK25001 - Creekside Property	Parks & Recreation	4	7	$2,000,000	9	3	8	8	1		7		1	37
2	ST16015 - Carothers Pkwy (Falcon Creek - SR96E)	Transportation	3	6	$29,900,000		7			1	8	3	9	8	36
3	FD19003 - Fire Station 3 Replacement	Emergency Services	4	6	$10,500,000	1	9	9	5	4				2	30
4	PK24003 - Bicentennial Park - East Parking Lot	Parks & Recreation	2	5	$3,950,000	8		4	4	6				1	23
5	FD24001 - Station 2 Improvements	Emergency Services	3	5	$650,000	5	8	1			7			1	22
6	ST16027 - Boyd Mill Ave (South of SR96 - Downs Blvd)	Transportation	2	5	$10,400,000	3	6				3	6	2		20
7	ST16016 - Lewisburg Pike (Donelson Crk Pkwy - Mack Hatcher)	Transportation	3	3	$22,800,000				7				4	9	20
8	ST24002 - Mallory Ln and W. McEwen Dr. Intersection Imp.	Transportation	4	3	$3,700,000					7		8		5	20
9	PK16008 - Jim Warren Park Renovations	Parks & Recreation	2	4	$23,000,000		5	1			9	4			19
10	ST16022A - Carothers Pkwy (Long Ln - S. Carothers Rd)	Transportation	2	3	$23,500,000			3				9		6	18
11	ST16022B - Carothers Pkwy (Ladd Park Temporary Sidewalk)	Transportation	2	2	$1,500,000	6								7	13
12	ST24009 - Old Liberty Pike Improvements	Transportation	2	4	$4,240,000				6	1	4		1		12
13	ST24011 - West Meade Blvd Sidewalk	Transportation	3	2	$2,915,000							5	7		12
14	FD24002 - Emergency Services / Traffic Technology Project	Emergency Services	3	4	$3,775,000	1				5		1		4	11
15	FD19001 - Fire Station 9 (East Side of Franklin)	Emergency Services	1	3	$12,900,000		4			2			5		11
16	FD19004 - New Fire Traning Center	Emergency Services	3	3	$4,500,000	7			3			1			11
17	ST16023 - 1st Ave Multiuse Trail (S Margin St - Bridge St)	Transportation	1	4	$2,200,000	1	2	1			6				10
18	SW16005 - Jordan Branch (Cool Springs E) Stream Restoration	Stormwater	2	2	$1,100,000					9	1				10
19	ST25001 - Long Ln. and Old Peytonsville Rd. Improvements	Transportation	3	2	$17,500,000			7		3					10
20	ST24008 - Franklin Road (SR397 - SR441)	Transportation	3	2	$46,400,000	1			9						10
21	ST24006 - Battle Ave Bridge Replacement	Transportation	4	5	$740,000	1		5		1		1		1	9
22	FD19005 - Safe Rooms for Fire Station 1-6	Emergency Services	4	2	$900,000								6	3	9
23	ST16025 - Oxford Glen Dr Multiuse Trail (Candytuft Ct. - E. McEwen Dr)	Transportation	1	2	$1,100,000					8	1				9
24	PK19007 - Greenway (Pinkerton Park to Franklin Road Bridge)	Parks & Recreation	2	3	$5,250,000	2		1			5				8
25	PK24002 - Southeast Park - Phase 2	Parks & Recreation	3	1	$16,350,000								8		8
26	PK24006 - Collins Farm Structure(s) Stabilization and Roof	Parks & Recreation	4	4	$430,000	1	3					2		1	7
27	PK16012 - Greenway (1st Ave North to Bicentennial)	Parks & Recreation	3	3	$1,927,200	4			2	1					7
28	PK16006 - 4 Worker Houses (Harlinsdale)	Parks & Recreation	3	2	$2,750,000	1		6							7
29	PK24005 - Collins Farm Trail & Parking Project	Parks & Recreation	2	3	$600,000	1							3	1	5
30	PK16007 - North Pavilion & Restroom Facility (Harlinsdale)	Parks & Recreation	2	3	$1,000,000			2		1	1				4
31	ST16013 - Aspen Grove Dr. & Seaboard Ln Int Improvements	Transportation	1	3	$3,400,000	1				1	1				3
32	PK24001 - Chestnut Bend Trail Improvements Project	Parks & Recreation	4	3	$2,150,000			1	1					1	3
33	FM24002 - South Salt Storage Facility	General Services	3	2	$1,350,000			1				1			2
34	PK24008 - Fieldstone Concession and Pavilion Rehabilitation	Parks & Recreation	3	2	$3,800,000			1	1						2
35	PK19015 - Winstead Hill Park	Parks & Recreation	3	2	$1,150,000	1		1							2
36	ST16019 - N Royal Oaks Blvd (Alexander Plaza - Liberty Pike)	Transportation	2	1	$17,000,000						2				2
37	FD19002 - Fire Station 10 (East of I-65)	Emergency Services	1	1	$12,900,000		1								1
38	PK24007 - Liberty Park - Phase 2	Parks & Recreation	3	1	$6,500,000					1					1
39	SW16004 - Figuers Drive Area Drainage Improvements	Stormwater	2	1	$5,352,960						1				1
40	PK16019 - Harlinsdale Farm Interurban Trail Connection	Parks & Recreation	2	0	$2,550,000										0
41	FD19006 - Safety Education Village	Emergency Services	2	0	$3,900,000										0
42	PK16005 - Power Station & Museum	Parks & Recreation	3	0	$11,000,000										0
43	PK19005 - Greenway (Aspen Grove to Mallory Station Rd)	Parks & Recreation	2	0	$2,520,000										0
44	PK24004 - FSSD (Freedom Middle and Poplar Grove)	Parks & Recreation	2	0	$4,300,000										0
45	ST16028 - Clovercroft Rd (SR96-Oxford Glen Dr)	Transportation	2	0	$35,300,000										0
46	ST16032 - West Main St (Natchez St. to Downs Blvd)	Transportation	2	0	$27,200,000										0
47	ST16035 - Columbia Ave (Downs Blvd to Fowlkes St)	Transportation	2	0	$17,500,000										0

City of Franklin

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

File #: 21-0390

DATE: March 31, 2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Kelly Dannenfelser, Asst. Director of Planning
Chris Koeper

SUBJECT:
City Hall Project Update

PURPOSE:
The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) with an update regarding the City Hall project.

BACKGROUND/STAFF COMMENTS:
The design team is at the approximately 100% design documents milestone. The attached presentation provides a project update, touching on the costs associated with each of the major elements of the City Hall block reinvestment, provides an update on Early Release Package 1, and presents the current projected milestones for the remaining ERPs and next steps.

Also attached is a draft monthly report that will be provided to BOMA as the project continues to move forward. Staff looks forward to any feedback regarding report content and any additional information the BOMA may wish to see.

FINANCIAL IMPACT:
At this time there is not a specific financial impact to be presented.

RECOMMENDATION:
Staff recommends that the Board of Mayor and Aldermen acknowledge receipt of the attached presentation.



City Hall Block Reinvestment Design Development Costing Update

BOMA Work Session

April 8, 2025

A new functional and efficient City Hall



$55M~$58M
“Sticks and Bricks”

Enlarged plaza on the Square

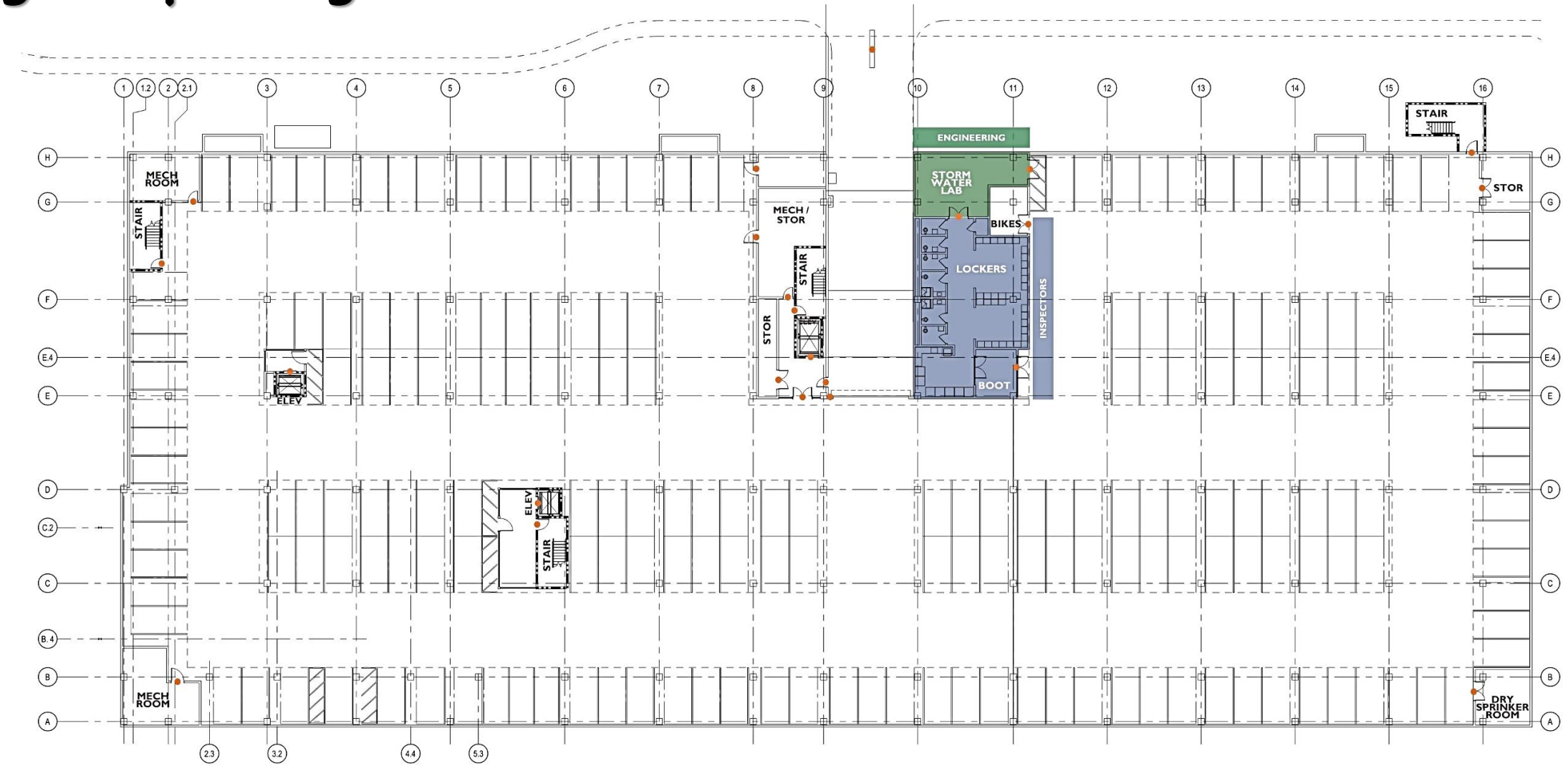
Pedestrian promenade and handicap access

Expanded public restrooms to serve downtown



$1M~$1.2M

Subgrade parking for ~200 vehicles



$17M~$18M

Shell commercial space that activates 3rd Avenue South and the future park



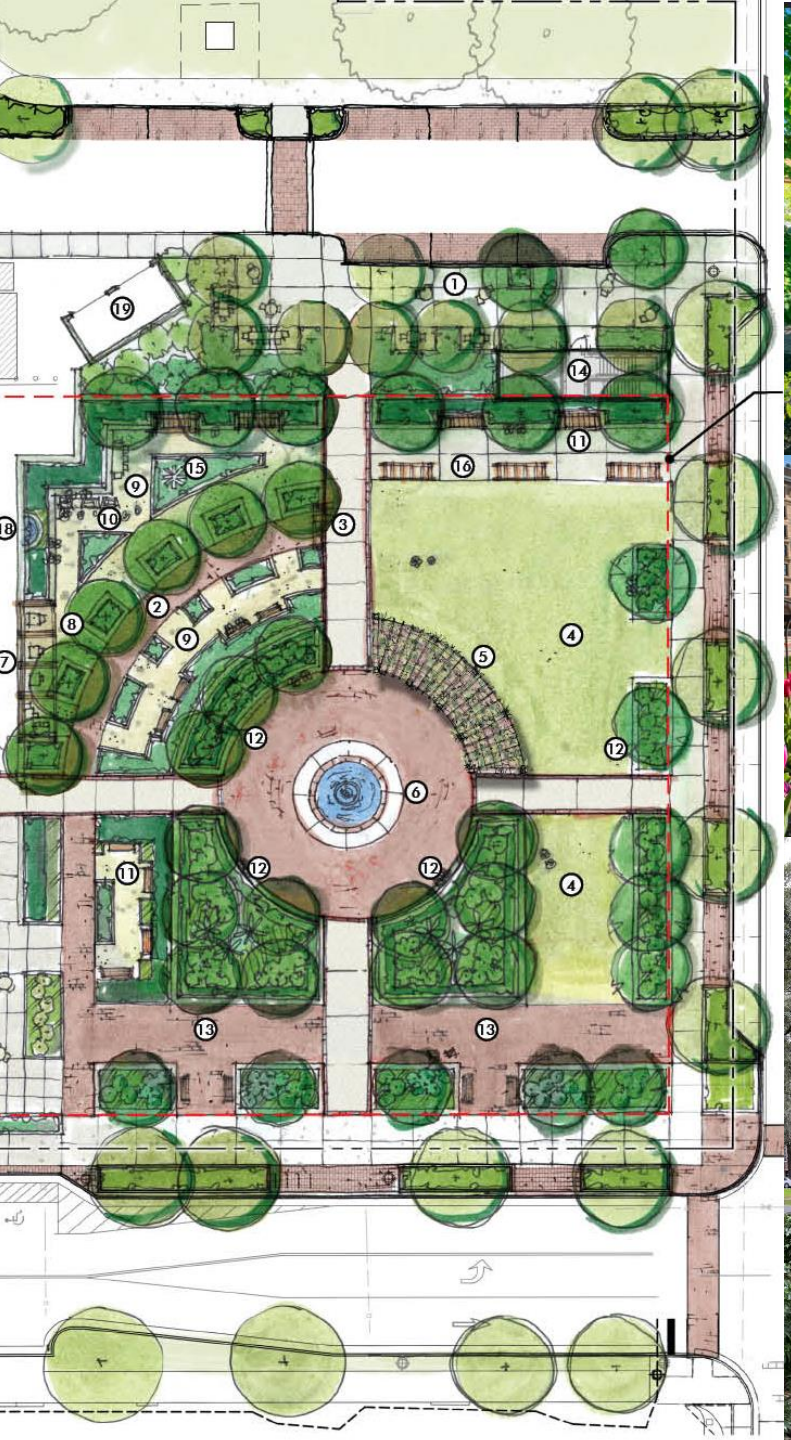
$700K~$1M

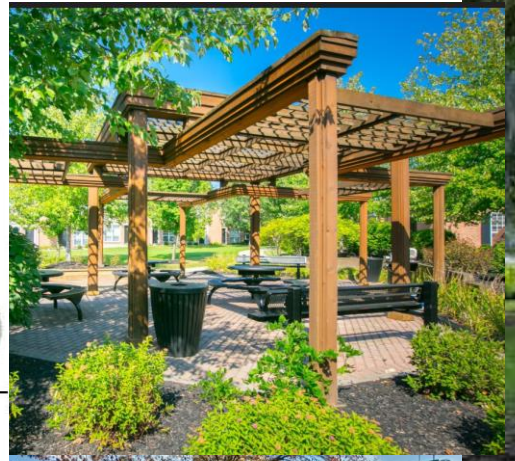


Streetscape on both sides of 3rd Avenue South from the Square to Church Street

$1.2M~$1.5M
(Streetscape)

$8.5M~$8.9M
(Internal Drives + Site Work + Demo+ Utilities)













New one-acre park in the heart of downtown

$3M~$3.5M

















Construction Costs (Sticks and Bricks) of Projects at ~90% DD

1. Three-Story City Hall	$55M~$58 Million
2. Expanded Plaza on Square and Site Work	$1M~$1.2 Million
3. Commercial Tenant Space Activation	$700K~$1 Million
4. Subgrade Parking for ~200 Cars	$17M~$18 Million
5. 3rd Avenue Streetscape	$1.2M~$1.5 Million
6. Demo, Excavation, Shoring	$4.5~$4.8 Million
7. Utilities	$4M~$4.1 Million
8. New One-Acre Public Park	$3M~$3.5 Million
Construction Total	$86.4M~$92.1 Million
Soft Cost	$4.1 Million
Design/Services	$11.2 Million
Program Total	$101.7M~$107.4 Million

The budget range includes approximately $7M in contingencies (Design, Construction, Escalation).

Value Engineering Highlights

Value engineering has been done throughout every phase of the project, working with the Design Team, Owner's Rep, and the Construction-Manager-at-Risk.

- **95+ items of VE/PCE items have been discussed**
- **Net of $3.1M savings to-date since we have been onboard**
  - **Remove coffered ceilings in areas ~$500K in savings**
  - **Reduce SF of wood flooring ~$345K in savings**
  - **ERV's to Dx Gas heaters ~190K in savings**
  - **Chiller redundancy capacity ~100K in savings**
  - **Revise Garage lighting ~$350K in savings**

Potential Scope Reductions/VE and Alternative Funding Opportunities

Park Scope

Potential Reduction: Could phase the park improvements and meet minimum requirements for open space for first phase. **(Reduction of ~$1M-$2M)**

Reviewing Alternative Assistants with the funding: Parkland Impact Fees /Facilities Tax Allocation

Streetscape Scope

Potential Reduction: Eliminate the Courthouse side of 3rd Avenue South Streetscape. **(Reduction of ~$500,000)**

Reviewing Alternative Funding: Water line in 3rd Avenue has to be replaced/updated similar to other recent projects e.g. 5th Avenue South and Lewisburg Avenue. Could fall under Water Department budgeting like the others. **(~$500,000)**

Continue to Value Engineer

Early Release Package (ERP) And Next Steps

- **ERP 1: May 2025 Abatement/Demo Scheduled - $8.9M**
  - Multiple bidder interest, numerous demo, utility and excavation subs submitted bids
  - Includes site utilities to the building structure, excavation, abatement, demolition and shoring. Site Fencing expected to start after Main Street Festival.
  - Due to competitiveness of bidders, we are tracking approx. $550K less than projected. ERP 1 also includes approx. $225K in contingency and another $200K in allowances.
- **ERP 2:** June – July 2025 Bidding and Development, Includes Foundation, Building Structure, MEP Procurement
- **ERP 3:** November – December 2025 Bidding and Development, Includes Exterior Skin, Drywall, Interior Walls, Ceilings
- **Final GMP:** February – March 2026 Bidding and Development, Includes Final build-out

Ongoing Monthly Report (see attached) and Continue Value Engineering

Questions



CITY HALL BLOCK REDEVELOPMENT

MR. ERIC STUCKEY	MONTHLY UPDATE	2 APRIL 2025

PROJECT OVERVIEW

New City Hall building (3 stories, 100,000 SF) including several commercial tenant spaces, an underground parking garage, a new one-acre park, a new plaza on the Square, 3rd Avenue Streetscape improvements on both sides of the block, and other infrastructure upgrades. The project delivery method is construction manager at risk (CMAR) and currently assumed to be delivered in 3 Early Release Packages (ERP's). Each ERP will be an amendment to the CMAR contract with a not to exceed (NTE) amount and the final ERP will develop the final guaranteed maximum price (GMP). Current start date is estimated in May 2025 with completion in mid-2027.

UPCOMING MILESTONES

TASK	% DONE	DATE	NOTES
ERP 1	100%		Finalizing documents for recommendation
100% Full DD documents	100%	April 1st 2025	100% DD Estimate has started
ERP 2			Expected June – July 2025

VALUE ENGINEERING (VE)

Value Engineering (VE)	Potential Savings	Notes
VE items	$6.1M Identified	Accepted just over $3.1M. Over 95 items are being discussed and reviewed. Eliminating or reducing parking garage are not reflected in these numbers.

CONSTRUCTION (3RD AVE STREETSCAPE, BUILDING, GARAGE, PARK, UTILITY INFASTRUCTURE)

Construction (Hard Cost)	Estimate	Notes
Current Forecast 90% DD	$86.4M - $92.1M	Includes all accepted VE items does not reflect VE items still pending. Includes approx. $7M in contingencies.
Soft Costs IT, FFE, AV, Fee's...	**Estimate**	**Notes**
Current (90% DD)	$4.1M	Envelope, Materials testing could affect this number
Design, Owners Rep	**Estimate**	**Notes**
Current (90% DD)	$11.2	Design changes and/or Delays could affect this number
Program Total	**Estimate**	**Notes**
Current (90% DD)	$101.7 - $107.4M	Major costs along with uncertain market conditions include exterior elements, mechanical system, park and parking garage

DIRECTION NEEDED FROM BOMA

ITEM	NOTES
None	

SUMMARY AND PHOTOS

Local Law Enforcement (SWAT) and FBI have conducted training in parts of the building. Fire Department and Law Enforcement currently conducting final training prior to demolition. City of Frankling removing final items as abatement and demolition is expected to start in May. Site Fence and Mobilization will start after Main Street Festival (April 26-27, 2025).

File #: 21-0346

DATE: March 17, 2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Kevin Townsel, Director of Human Resources

SUBJECT:
*Consideration Of Amendment 5 To COF Contract No. 2020-0055, With Ascension St. Thomas Urgent Care For Renewal Regarding Near-Site Clinic Services To June 30, 2025

PURPOSE:
The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment 5 to COF Contract No. 2020-0055, with Ascension St. Thomas Urgent Care for renewal regarding near-site clinic services until June 30, 2025.

BACKGROUND/STAFF COMMENTS:
Amendment 5 is to extend our current contract from April 14, 2025 to June 30, 2025, while conducting the request for proposal (RFP) process. The City of Franklin utilizes Urgent Team for pre-employment physicals, random and post-accident drug testing, workers' compensation injuries, and medical care for employees and their dependents on our medical plan.

FINANCIAL IMPACT:
This contract is funded through each department's personnel line item, under the employee benefits budget. The financial impact could fluctuate depending on employee usage, but the cost for agreed upon services has not changed since the initial contract.

RECOMMENDATION:
Staff recommends that the Board of Mayor and Alderman approve Amendment 5 to COF Contract No. 2020-0055.

AMENDMENT NO. 5 TO PROCUREMENT AGREEMENT BETWEEN THE CITY OF FRANKLIN, TENNESSEE AND URGENT TEAM MANAGEMENT OF TENNESSEE, LLC, ET AL.

COF Contract No. 2020-0055

ENTERED INTO by and between the CITY OF FRANKLIN, TENNESSEE (the "City") and Urgent Team Management of Tennessee, LLC, on behalf of itself, Urgent Team Holdings, Inc., Urgent Team Management, LLC, Ascension Saint Thomas Health-Urgent Team JV, LLC, and Crossroads Urgent Care, PLLC d/b/a Urgent Team (collectively, "Service Provider") as of this _____ day of March, 2025.

RECITALS:

WHEREAS, are parties to that certain Procurement Agreement, COF Contract No. 2020-0055, ("Agreement") dated April 14, 2020; and

WHEREAS, the purpose of the Agreement was to provide near-site clinic healthcare services located at 509 Hillsboro Road, Franklin, Tennessee 37064; and

WHEREAS, the term of award ("Term") is currently scheduled to expire on April 14, 2025; and

WHEREAS, the parties desire to amend the Agreement for a fifth time to extend the Term to the end of the fiscal year, June 30, 2025; and

WHEREAS, the City and the Service Provider desire to amend the Agreement as set forth herein.

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The Agreement is hereby amended and restated as follows:

2. The Term of the Agreement is hereby extended until June 30, 2025.

3. Waiver. Neither party's failure nor delay to exercise 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(s), 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 or 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 April 14, 2020, as amended, are unchanged and remain in full force and effect.

(Signature page to follow)

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore, Mayor

Date: _____

ATTEST:

By: _____
Eric Stuckey, City Administrator

Date: _____

APPROVED AS TO FORM BY:

_____
J. Blake Harper, Staff Attorney

SERVICE PROVIDER:
URGENT TEAM MANAGEMENT OF TENNESSEE, LLC,

By: _____

Print Name & Title: CEO & Chairman

Date: 13 March 2025

City of Franklin

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

File #: 21-0329

DATE: March 13, 2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Blake Harper, Staff Attorney

SUBJECT:
*Consideration Of COF Contract No. 2024-0280, With The TMA Group For Lease Agreement For The Building And Property Located At 708 Columbia Avenue, Franklin, Tennessee, 37064

PURPOSE:
The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2024-0280, a transit building lease agreement with the TMA Group.

BACKGROUND/STAFF COMMENTS:
In 2024, the Franklin Transit Authority issued a Request for Proposals (RFP) to operate the City of Franklin's Transit Services. The existing operator, the TMA Group, was selected to continue providing transit services as approved by the Franklin Transit Authority through June 30, 2029. The TMA Group has been the only operator of the City's transit services since the Franklin Transit Authority was established by the Board of Mayor and Aldermen in 2003 and has leased the city's transit building since that time. This transit building lease agreement coincides with the duration of the recently approved operator agreement, which both end on June 30, 2029.

FINANCIAL IMPACT:
The monthly lease payment of eight-hundred dollars ($800) remains unchanged and the termination date of this building lease agreement coincides with the TMA Group's recently approved operator agreement, which ends on June 30, 2029.

RECOMMENDATION:
Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2024-0280.

LEASE AGREEMENT

COF CONTRACT NO. 2024-0280

THIS LEASE AGREEMENT made as of _____ day of _____, 20____, by and between the **CITY OF FRANKLIN, TENNESSEE** a municipal governmental entity of the State of Tennessee (hereinafter referred to as the "City", the "City of Franklin" or "Lessor"), and **THE TMA GROUP** (hereinafter referred to as "TMA" or "Lessee").

WITNESSETH:

1. **LEASED PREMISES.** The Lessor leases to the Lessee the real property, building, parking areas and fixtures, located at 708 Columbia Avenue, Franklin, Tennessee 37064, more particularly described on Exhibit A, attached hereto and made a part hereof (the "Premises" or the "Leased Premises"), together with such fixtures as may be in the Premises on the Commencement Date, hereinafter defined. Lessee shall retain and Lessor shall have no interest in Lessee's office related furniture and equipment. Lessee has inspected the Premises and accepts the Premises "AS IS." Lessee hereby acknowledges that Lessor has made no representations regarding the compliance of the Premises with any applicable codes and ordinances.

2. **TERM**. The original term of this Lease shall be for a period five (5) years (the "Term") from the Commencement Date which the Term shall end on June 30, 2029. The Term shall commence on July 1, 2024 (the "Commencement Date"). At the expiration of the Term, the Lease may be extended for an additional ten (10) year term if such extension is mutually agreed to in writing by both the Lessor and Lessee.

3. **RENT**. The rent for the Leased Premises shall be Eight Hundred and No/100 Dollars ($800.00) per month.

4. **REAL ESTATE TAXES, INSURANCE PREMIUMS AND MAINTENANCE EXPENSES**. Beginning on the Commencement Date, Lessee shall be responsible for the real estate taxes (if any), insurance premiums, and maintenance expenses incurred in connection with the occupancy and operation of the Premises as specifically set forth herein.

a) The term "real estate taxes" shall mean all taxes and assessments (special or otherwise) levied, accrued or assessed during Lessee's occupancy against the Premises (land, buildings and improvements). Lessee shall pay real estate taxes on or before that date which is sixty (60) days after receipt of the tax invoices from Lessor, but in all events on or before that date upon which the taxes would be delinquent.

b) In addition to Lessee's share of real estate taxes, Lessee shall pay any and all sales, excise, gross receipts, and other taxes levied, imposed, accrued or assessed against Lessee and Lessee's business during Lessee's occupancy, if any.

c) The term "insurance premiums" shall mean the premiums charged for fire and extended coverage insurance, for rent insurance, and for premiums charged for liability insurance on the Premises.

d) The term "maintenance expenses" shall mean the total cost and expense incurred in operating, maintaining, cleaning, and repairing the Premises including, without limitation, landscaping, maintenance, repair and replacement of the lighting, sanitary control, removal of snow, trash, rubbish and garbage, and maintenance, repair and replacement of the heating, ventilation and air conditioning system ("HVAC"), roof, parking lots and drive aisles, electrical and plumbing systems.

e) Lessee's Use and Operation: The Premises are subject to a Federal Transit Administration agreement and regulations that requires that it be used for transit purposes and therefore shall be used and occupied by Lessee solely as offices and related incidental uses of operating a public transit center, and providing public transit services including fulfilling the duties and responsibilities set forth in Contract No. 2023-0233, and for no other uses without Lessor's prior written consent, which may be withheld in Lessor's sole discretion. Lessee shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy of the Premises.

f) Lessee shall not suffer, allow, or permit any vibration, noise, light, noxious odor or other negative effect to emanate from the Premises that would be considered a nuisance. Lessee shall not use or occupy the Premises or do or permit anything to be done which shall prevent Lessor from obtaining at standard rates any insurance required or desired. Smoking is not permitted inside the Premises.

5. **LESSEE'S COVENANTS**. The Lessee agrees:

a) **Rent**. That Lessee will pay the said rent at the times and in the manner aforesaid.

b) **Late Fee**. That if any installment of rent is not paid on or before the tenth (10th) day of the month when due or any additional rent is not paid within thirty (30) days after billing is mailed by Lessor, there shall be a late fee and service charge assessed against Lessee, without waiver of any rights of Lessor to declare a default hereunder, equal to ten percent (10%) of such amount due which charge will be payable immediately by Lessee as further additional rent.

c) **Governmental Compliance**. During the Term of the Lease, Lessee shall maintain compliance with all laws and regulations applicable to its renovation, use, and occupancy of the Leased Premises. The Leased Premises shall be improved in such a manner as to comply with the American with Disabilities Act.

d) **Landscaping and Signage**. Lessee shall obtain approval from Lessor, as required by applicable ordinances, for all landscaping and signage. Lessee shall insure that all landscaping and signage compliments the community character of the area in which the Leased Premises are located. Lessee shall maintain, to City ordinances and regulations, all of the Leased Premises, including, but not limited to, the parking area and all landscaped areas.

e) **Waste**. Lessee shall commit no waste at the Leased Premises. Lessee shall maintain the Leased Premised in good working order and repair. At the termination of the Lease, Lessee shall return the Leased Premises to the Lessor in as good a condition or better from the date Lessee receives a Certificate of Occupancy by the City, reasonable wear and tear excepted.

f) **Payment of Utilities**. Lessee shall pay promptly, as and when the same shall become due and payable, all charges for electricity, gas, heat, water and sewer, air conditioning, ventilating, lighting systems, sprinkling systems, internet, and other utilities supplying the Premises. Lessee shall not be allowed access to the Premises until all utilities are transferred to the Lessee, in Lessee's name.

g) **Permitted Use**. Lessee shall use the Leased Premises as offices and related uses for the operation of a transit center, providing transportation services and fulfilling the duties and responsibilities set forth in Contract No. 2023-0233.

h) **Security**. Lessee shall be responsible for all security and security systems applicable to the Leased Premises.

i) **Not to Injure**. That Lessee will not injure or deface or suffer to be injured, overloaded, or defaced the Premises or any part thereof. Lessee shall allow no lien to be placed against the Leased Premises.

j) **Liability Insurance**. Without limiting its liability under this Lease Agreement, Lessee shall procure and maintain at its expense during the life of the Lease Agreement insurance of the types and in the minimum amounts stated as follows:

(1) Commercial General Liability Coverage

a) $1,000,000 Each Occurrence

b) $2,000,000 General Aggregate

c) $1,000,000 Personal and Advertising Injury

d) $2,000,000 Products-Completed Operations Aggregate

e) $500,000 Damage to Rented Premises (each occurrence)

f) $5,000 Medical Expense (any one person)

g) All Certificates of Insurance shall include the City of Franklin, the Franklin Board of Mayor and Aldermen, and City of Franklin employees as Additional Insured with the attachment of the Additional Insured Endorsement. Coverage shall indicate that this coverage applies on a Primary and Noncontributory basis.

(2) Worker Compensation

a) Statutory Limits.

b) All Certificates of Insurance shall include the City of Franklin as a Certificate Holder for proof of insurance coverage.

(3) Employers Liability

a) $1,000,000 Bodily Injury Each Accident

b) $1,000,000 Policy Limit Bodily Injury by Disease

c) $1,000,000 Each Employee Bodily Injury by Disease

d) All Certificates of Insurance shall include the City of Franklin as a Certificate Holder for proof of insurance coverage.

(4) Umbrella or Excess Liability

a) $1,000,000 Each Occurrence and $1,000,000 Aggregate

b) All Certificates of Insurance shall include the City of Franklin, the Franklin

Board of Mayor and Aldermen, and City of Franklin employees as Additional Insured.

(5) Property

a) $2,300,000 Building Coverage with Special Cause of Loss Form, including Earthquake, Flood, and Equipment Breakdown coverage.

b) All Certificates of Insurance shall include the City of Franklin as Loss Payee. Lessee shall furnish a copy of the Property and Liability Certificates of Insurance to City of Franklin Risk Management annually at the beginning of each annual policy period. Lessee's insurance coverage will be written by an insurance company licensed to do business in the State of Tennessee with an AM Best rating of A- or better and that is satisfactory to City of Franklin Risk Management. All Lessee insurance outlined in this section shall have a 60-day Notice of Cancellation or Alteration clause within the insurance policies and evidenced by the insurance company on the Certificates of Insurance.

(6) Personal Property Insurance. That it shall be Lessee's sole responsibility to insure and keep insured, at Lessee's expense, all personal property which is owned by Lessee, or any other authorized occupant of the Leased Premises, and which is placed or stored in the Leased Premises or elsewhere in the building of which they are a part.

k) Unlawful Use. That Lessee will not make or suffer any unlawful use of the Premises, or any use or occupancy thereof contrary to any law of the State of Tennessee or any ordinance or regulation of the City of Franklin now or hereafter made, or which shall be injurious to any person or property, or which shall be liable to endanger or affect any insurance on the said building or to increase the premium thereof, nor shall Lessee make or suffer any sale of any intoxicated beverages.

l) Newsracks. No fixtures such as newsracks or other receptacles shall be placed outside the building; Lessee may place a reasonable number of newsracks or other receptacles in common areas provided such placement complies with applicable law and does not impede ingress or egress.

m) Assignment. Neither Lessee nor any court or officer thereof nor any receiver or

trustee in bankruptcy shall assign or transfer this Lease or any part thereof, or interest therein, or sublet the Premises or any part thereof without Lessor's prior written consent, which may be withheld in Lessor's sole discretion. Lessee shall always remain liable for any default of any assignee, transferee, or subtenant.

n) Permission of Lessor to Enter. That the Lessor at all reasonable times may enter to view the Premises and to make repairs which the Lessor may see fit to make.

o) Environmental. Lessee shall comply with all applicable environmental laws and regulations in its renovations to and use of the Leased Premises.

p) Yield up Premises at Expiration of Term. At the expiration of the Term of this Lease, Lessee will peaceably yield up to the Lessor the Premises and all erections and additions made upon the same, in good repair in all respects, reasonable use and wear excepted, as the same now are or may be installed, attached or affixed by the Lessor.

q) Indemnification and Hold Harmless. Lessee shall indemnify and hold harmless Lessor, its officers, agents and employees from:

1) Any claims, damages or suits for loss of or damage to property, including loss of use thereof, or injuries, including death to persons and from all judgments recovered therefore and from all expense in defending said claims or suits, including court costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Lessee, its officers, employees and/or agents, including its sub or independent contractors and patrons, in connection with this Lease Agreement.
2) Any claims, damages, penalties, costs and attorney fees arising from any failure of Lessee, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
3) Lessor will not indemnify, defend or hold harmless in any fashion the Lessee from any claims regardless of any language in any attachment or other document that the Lessee may provide.
4) Any claims, damages, penalties, costs and attorneys' fees arising from any action brought against the City of Franklin by any of Lessee's officers, employees and/or agents arising out of any injury incurred by such officer, employee and/or agent

in the course of the performance of this contract, regardless of the cause of such injury, unless the cause of such injury results from the Lessor's gross negligence or willful misconduct.

5) Lessee shall pay Lessor any expenses incurred as a result of Lessee's failure to fulfill any obligation in a timely manner under this Lease Agreement.

6) Enforcement Expenses. In the event it becomes necessary for Lessor to employ an attorney(s) to enforce collection of the rents agreed to be paid, or to enforce compliance with any of the covenants or agreements herein contained, Lessee shall be liable for reasonable attorneys' fees, costs and expenses incurred by the Lessor in any successful litigation pursued by the Lessor.

r) Damage or Destruction by Fire or Other Casualty: If at any time, the Premises become totally untenantable by reason of damage or loss by fire or other casualty and such fire or other casualty shall not have been caused by the negligence or wrongful act or omission of Lessee, Lessee's servants, agents, licensees, or invitees, the rent shall abate until the Premises shall have been restored to tenantable condition, but nothing herein is to be construed as requiring Lessor to restore or rebuild the Premises. If the Premises are so damaged, but not to the extent that they are totally untenantable, Lessee shall continue to occupy same or the tenantable portion thereof, and the rent shall abate proportionately in the ratio that the unusable portion bears to the entire Premises. In the event of a loss from fire or other casualty, Lessor shall have an election not to rebuild or recondition the Premises, which election shall be exercised by written notice thereof to Lessee, given within sixty (60) days from date of said loss. If Lessor exercises such election, this Lease shall cease and terminate, effective on the date of such loss, and Lessee shall pay the accrued Rent up to the date of such loss, or Lessor, if the Rent has been paid beyond such date, will refund to Lessee the proportionate part of any such Rent prepaid, and thereupon this Lease shall become null and void, with no further obligation on the part of either party hereto, even though the building may at a later date be rebuilt, restored or reconditioned. No damage or destruction shall allow Lessee to surrender possession of the Premises, nor affect Lessee's liability for the payment of Rent, except as specifically provided in this Lease.

s) Assent Not Waiver of Future Breach of Covenants. That no assent, express or implied, by the Lessor to any breach of any of the Lessee's covenants, shall be deemed to be a

waiver of any succeeding breach of the same covenant.

t) Maintenance of Records. The books, records and documents of Lessee, insofar as they relate to this Lease Agreement, shall be maintained for a period of seven (7) full years from the date of expiration of this Lease Agreement and will be subject to audit, at any reasonable time and upon reasonable notice by Lessor or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles.

u) Employment. Lessee shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

v) Lessor's Use of Leased Premises. Lessor may request to use any conference room located on the Leased Premises for City purposes and Lessee agrees to work with Lessor to provide reasonable access to such space as available. Lessee will provide a workspace on the Leased Premises for one City employee to use as available and agreed upon by both parties.

6. **LESSOR'S COVENANTS**. The Lessor agrees:

a) Covenant for Quiet Enjoyment. That the Lessee shall peaceably hold and enjoy the Premises, subject to the terms of this Lease Agreement.

b) Remedy of Failure to Maintain by Lessee. Lessor reserves the right, after a reasonable period of notice to remedy any delinquent maintenance responsibility of Lessee and failure to cure, and to seek full reimbursement from Lessee. This in no way limits Lessor's rights to recover by other means or methods provided by law.

7. **DEFAULT, INSOLVENCY, ETC. OF LESSEE.** If Lessee shall neglect or fail to perform and observe any of the covenants in this instrument, which on its part are to be performed and such default shall continue for a period of thirty (30) days after the mailing of a written notice, postage prepaid from the Lessor to the Lessee specifying such default, or the Lessee shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of any of its property for the benefit of creditors, then, and in any of the said cases, the Lessor or those having their estate in said Premises, lawfully may immediately or at any time thereafter, and while such neglect or default continues and without further notice or demand,

enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of their former estate and expel the said Lessee and those claiming under it, and remove their effects (forcibly if necessary) without being taken or deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of covenant and, at the Lessor's election, the said Term shall cease and be ended.

8. **LESSEE'S DUTY TO REPAIR; ALTERATIONS**. Except for the repairs to be performed by Lessor, Lessee shall keep and maintain in good order, condition and repair (including any such replacement and restoration as is required for that purpose) the Premises and every part thereof and any and all appurtenances thereto wherever located, including, without limitation, the exterior and interior portion of all doors, the roof, windows, plate glass, store front, fixtures, walls, floors and ceilings, electrical and plumbing systems serving the Premises, meters, HVAC, and all installations made by Lessee under the terms of this Lease and any exhibits thereto, as herein provided. Lessee shall not make any alteration to or of, or addition or improvement to, the Premises, nor permanently affix any materials to the walls or floors, without securing the Lessor's prior written consent, which may be withheld in Lessor's sole discretion. Lessee shall save Lessor harmless on account of claims for mechanics', materialmen's or other liens in connection with any work by Lessee, and any such liens shall exist only against Lessee's leasehold interest and shall be discharged, by bond or otherwise, within thirty (30) days after filing. Lessee shall keep and maintain the Premises in accordance with all directions, rules, and regulations of the proper officials of the government agencies having jurisdiction, at the sole cost and expense of Lessee, and Lessee shall comply with all requirements of law, by statute, ordinance or otherwise, affecting the Premises and all appurtenances thereto.

9. **TAKING BY EMINENT DOMAIN**. In the event the whole or a substantial part of the Premises shall be taken by the City of Franklin, the State of Tennessee or other entity with the authority to exercise eminent domain for any public use by condemnation or agreement upon the threat of condemnation, then this Lease Agreement shall terminate from the time when possession of the whole or of the part so taken shall be required for such public use, and the rents, properly apportioned, shall be paid up to that time; and the Lessee shall not claim or be entitled

to any part of the award to be made for damages for such taking for public use; and such taking shall not be deemed a breach of the Lessor's covenant for quiet enjoyment hereinbefore contained.

10. **HOLDING OVER.** Should Lessee hold over the Term hereby created with the consent of Lessor, Lessee shall become a Lessee from month to month at the monthly rental then payable hereunder and otherwise upon the covenants and conditions in this Lease contained and shall continue to be such Lessee until thirty (30) days after either party serves upon the other notice of intention to terminate such monthly tenancy.

11. **COVENANT AND AGREEMENTS.** All the covenants, agreements and conditions of this Lease shall accrue to the benefit of and be binding upon the respective parties hereto and their successors and assigns as if they were in every case named and expressed.

12. **CHOICE OF LAW.** This Lease Agreement shall be governed by the laws of the State of Tennessee.

13. **NOTICES**. Any notice provided pursuant to this Lease, 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 such other address as either party may in the future specify in writing to the other):

LESSOR:

Eric Stuckey, City Administrator
City of Franklin
109 3rd Ave. South
P.O. Box 305
Franklin, TN 37065-0305

With a Copy to:
Shauna R. Billingsley, City Attorney
109 3rd Avenue South
Franklin, TN 37065

LESSEE:

ATTN: Debbie Henry
The TMA Group
708 Columbia Ave
Franklin, TN 37064
(615) 790-4005

Law Dept approved 12.30.24

14. **SEVERABILITY.** Should any provision of this Lease Agreement be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Lease Agreement.

15. **ENTIRE AGREEMENT.** This Lease Agreement and its attachments contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this Lease Agreement shall be valid or binding; and this Lease Agreement may not be modified in any manner other than by agreement signed by all parties hereto or their successors in interest.

16. **VENUE.** In the event that any term of this Lease Agreement or its attachments become subject to litigation, the venue for such action will be in Williamson County, Tennessee.

17. **WAIVER.** No waiver of any provision of this Lease Agreement shall be valid unless in writing and signed by the parties against whom charged.

18. **PARTNERSHIP-JOINT VENTURE.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

19. **EFFECTIVE DATE.** This Lease Agreement shall not be binding upon the parties until it has been signed first by the Lessee and then by the authorized representatives of the City of Franklin. When it has been so signed and filed, this Lease Agreement shall be effective as of the date first written above.

20. **CONTINGENCIES**. Performance under this Lease shall be subject to: (a) approval by the City and its various agencies of the plans and specifications submitted by Lessee for the renovations, signage, and landscaping, (b) the execution by Lessee; (c) approval from the City

and any other local, state, or federal agency having applicable jurisdiction of transportation plans related to the access to the rear of the Leased Premises and the installation of parking facilities.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and date first above written.

LESSEE:

THE TMA GROUP

BY: _____

Signature

TITLE: President / CEO

Date: MARCH 11, 2025

LESSOR:

CITY OF FRANKLIN, TENNESSEE

BY: _____

Dr. Ken Moore

Mayor

Date: _____

ATTEST:

BY: _____

Angie Skarp

City Recorder

Date: _____

Approved as to Form:

_____

J. Blake Harper, Staff Attorney

Law Dept approved 12.30.24

City of Franklin

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

File #: 21-0368

DATE: March 21, 2025

TO: Board of Mayor and Aldermen

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

SUBJECT:
Presentation On Residential Infrastructure Districts In Tennessee

PURPOSE:
The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an update on residential infrastructure districts established in Tennessee.

BACKGROUND/STAFF COMMENTS:
The Residential Infrastucture Development Act (RIDA) of 2024 became effective May 1, 2024. The law allows TN cities and counties to create special assessment districts to fund infrastructure that has a unique nexus to the proposed development. This presentation summarizes the first two districts created in Tennessee and the policies adopted by each local government.

FINANCIAL IMPACT:
Residential assessment districts create a financial obligation for the owner of an assessed home. There may also be costs incurred by the local government and the entity issuing long-term debt for administrative services discussed in the presentation.

RECOMMENDATION:
Presentation is for information purposes.

Residential Infrastructure Districts in Tennessee

APRIL 8, 2025

Agenda

- Background of the Residential Assessment District Act of 2024
- Tennessee Districts Created To Date
  - City of Bristol
  - Knox County
  - Comparison of Financial Impact to Homeowners
  - Highlights of adopted RIDA Policies
- Policy Considerations for City of Franklin
- Other Considerations

Background

- The Residential Infrastructure Development Act ("RIDA") of 2024 became effective May 1, 2024.
- Allows TN cities and counties to create special assessment districts to fund infrastructure that has a unique nexus to the proposed development.
- Districts must be at least 5 acres and have capital costs of at least $5 million.
- Assessments can be annually levied for up to 30 years to reimburse developers for infrastructure costs or to pay principal and interest on bonds.
- Bonds may be issued through city or county or an Industrial Development Board.
- A fee of up to 5% of all special assessments collected may be retained to pay admin costs that are incurred.

Brief Comparison of First Two RIDA Jurisdictions to City of Franklin

	City of Bristol	Knox County	City of Franklin
Census Bureau MSA	Kingsport-Bristol	Knoxville	Nashville-Murfreesboro
7/1/23 Pop Estimate	27,854	500,669	88,558
Pop Change 2019-2023 (%)	2.7%	4.5%	6.0%
Moody's General Obligation Bond Rating	Aa2	Aa1	Aaa
Unemployment Rate January 2025	3.9%	3.3%	2.9%
Median Home Listing Price, February 2025	$289,900	$421,100	$1,187,210
Land area in square miles, 2020	32.66	508.33	42.75
Population per square mile, 2020	831.1	942.2	1,952.0

Sources: U.S. Census Bureau, Moody's Investors Service, TN Labor Market Report Jan 2025

City of Bristol, Tennessee

- "The Hideaway at Fox Meadows Residential Infrastructure Development District" approved by resolution on July 9, 2024
- Approximately 154 single family homes
- Annual assessments are capped at $1,000/yr for a term not to exceed 12 years
- Estimated project cost funded by the assessment of $1,050,000 for sanitary sewer infrastructure (Project has other capital costs of $6,991,250 within the district)
- Homes vary between single and two story floorplans ranging from approx. 1,400 to 3,400 square feet.
- Sale prices for homes range from $290s to $380s

City of Bristol, Tennessee

City agrees to:

- "Authorize the issuance of bonds or other debt to be issued directly by the City or one or more industrial development boards or public building authorities designated by the City for such purpose"
- Levy and collect an annual assessment on each residential property for a period of no more than 12 years
- Directly administer billing and collection of the assessment in addition to ad valorem taxes;
- "Take any and all steps that it may elect to provide for the enforcement and collection of assessments"

Knox County, Tennessee

- "2814 Tipton Station Road Residential Infrastructure Development District" Approved January 2025
- Residential development located at 2814 Tipton Station Road. 2024 zoning change from heavy industrial to residential.
- Site was formerly used to manufacture explosives, plastics and other industrial chemicals from 1950s to 1970s.
- Approx 342 homes with 4 homes per acre.
- Annual assessments are capped at $1,000/yr "subject to annual adjustments based upon increases in the consumer price index" for a term of 25 years.
- Estimated project cost funded by the assessment of $6,500,000 for "offsite road improvements, extended boulevard and water and sewer upgrades". (Project has other capital costs of $75,460,000 within the district.)

Knox County, Tennessee

County agrees to:

- "Authorize the issuance of bonds or other debt to be issued directly by the industrial development board"
- Knox County Engineering & Public Works Department to oversee project
- Levy and collect an annual assessment on each residential property for a period of no more than 30 years
- Directly administer billing and collection of the assessment in addition to ad valorem taxes; Remit funds to IDB for payment of debt service
- "Take any and all steps that it may elect to provide for the enforcement and collection of assessments"

Comparison of Tax Bills for Sample Properties in Two TN Residential Assessment Districts

	City of Bristol	Knox County
Estimated Appraised Value or Residence	$375,000	$375,000
Assessed Value for Tax Purposes (25% of Appraised)	$93,750	$93,750
Tax Year 2024 Property Tax per $100 of Assessed Valuation (County)	$2.4962	$1.554
Tax Year 2024 Property Tax per $100 of Assessed Valuation (City)	$2.25	NA
Annual Property Taxes Due (before Assessment)	$4,450	$1,457
Max Allowable Annual Assessment	$1,000	$1,000
Total Property Taxes & Assessment	$5,450	$2,457
% of Total Attributed to Assessment	18.34%	40.7%

Highlights of RIDA Policy Documents

	City of Bristol	Knox County
Formal Application Process	Petitions submitted to City Manager; Case by Case review	Petitions filed with County Clerk after Concept Plan approved by the Knoxville-Knox County Planning Commission
Minimum Capital Costs in the District	$5,000,000	$10,000,000
Minimum Number of Acres	5 acres	10 acres
Maximum Assessment per Parcel	Not specified in policy. First district had a cap of $1,000.	$1,000 annually subject to annual adjustments based upon increases in the CPI
Maximum Number of Assessment Years	Not specified in policy. (First district had a max of 12 years.)	30 years (First district was for 25 years)

Highlights of RIDA Policy Documents

	City of Bristol	Knox County
Issuer of RIDA Debt	Either City or Industrial Development Board or Public Building Authority	Industrial Development Board
Provider of Administrative Services for Industrial Development Board	City Economic Development Department	Knox County Chamber
Collector of Property Taxes and annual assessments	City Finance Department	County Trustee
Administrative Fee	Not specified in policy. First district has an admin fee of up to 5%.	5% of all special assessments collected by the County retained by the County to pay admin costs incurred by the Trustee and the IDB.

Additional Features of Policies

City of Bristol

Policy adopted by Resolution on February 4, 2025, only addresses three significant areas:

- Requires the notice of special assessment to be recorded in the Register of Deeds Office (Sullivan County)
- Prohibits including residential assessment district within a Tax Increment Financing (TIF) or Payment in Lieu of Tax (PILOT) district, and
- States that RIDA bonds will likely be issued on a taxable basis.

Knox County

Policy adopted by Resolution in January 2025 is comprehensive (15 pages).

- Includes extensive forms and processes for potential applicants.
- Requires developers to hold at least one community meeting within the community in which the development is located.
- Requires County's Department of Engineering to provide quarterly reports to the County Commission on each approved district while under construction and for developer to provide periodic reports to County Commission until project is finished.
- Developer must pay all expenses incurred by the County and the IDB including attorney's fees and fees of the County's Department of Engineering regardless of whether a petition is approved or any financing closed.

Policy Considerations for City of Franklin

- Should the City receive a public benefit from authorizing RIDAs?, for example:
  - Increase the supply of workforce priced housing
  - Improvement of blighted properties
  - Redevelopment or rehabilitation of properties that will not improve without government intervention
- RIDA Debt will not be rated investment grade (i.e. speculative debt) with higher interest costs than the City's general obligation debt repaid from property taxes.
  - Risks include technical default (collected assessments are less than the debt service coverage requirement), delinquency (assessments are not collected on time) and default (collections are not adequate to pay debt service).
  - Debt Policy for City or IDB would need to be revised to reflect the issuance, administration and monitoring of speculative debt.

Policy Considerations for City of Franklin

- Should the City set its own minimum capital investment value?
- Should the City stipulate the type of improvement funded by a special assessment, such as sewer vs roadway?
- Should the City establish a maximum percentage of total infrastructure investment that may be funded by an assessment district, such as 25%?

Policy Considerations for City of Franklin

- The City of Franklin has not billed and collected its own property taxes for over 12 years. The Williamson County Trustee has provided this effective and efficient service on behalf of the City. Is BOMA willing to fund tax collection services apart from the services provided by the County Trustee?
- A 5% admin fee, the max allowed per state statute, may not cover all of the additional costs for tax billing, collecting, debt administration and legal fees of delinquent tax/special assessment collection. Is BOMA willing to appropriate General Fund revenues to fund administrative costs?
- The City's Industrial Development Board does not have full time staff available to provide administrative oversight for complex debt issuance and management. Additional administrative capacity would be necessary to provide these services.

Two Scenarios for Potential City of Franklin Residential Assessment Districts

	Scenario A	Scenario B
Estimated Appraised Value or Residence	$1,000,000	$1,000,000
Assessed Value for Tax Purposes (25% of Appraised)	$250,000	$250,000
Tax Year 2024 Property Tax per $100 of Assessed Valuation (County)	$1.88	$1.88
Tax Year 2024 Property Tax per $100 of Assessed Valuation (City)	$0.3261	$0.3261
Annual Property Taxes Due (before Assessment)	$5,515	$5,515
Annual Assessment	$5,000	$2,500
Total Property Taxes & Assessment	$10,515	$8,015
% of Total Attributed to Assessment	47.55%	31.19%

The only change between Scenarios A and B is the amount of the annual special assessment.

In Conclusion

- Staff will continue to monitor the first two RIDAs in Tennessee as they move forward and look for additional RIDAs that may be established in local governments more similar to Franklin.
- Does the Board of Mayor and Aldermen want further information on policy areas presented tonight, such as
  - More research on the relativity between the City's AAA/Aaa General Obligation Bond rating and the authorization of speculative (non-investment grade) long term debt for RIDAs.
  - Estimated costs for administration of a residential assessment district in the City of Franklin (billing, collection, administrative capacity for Industrial Development Board, etc.)?
  - Draft policy language specific for the City of Franklin that may include
    - Prioritization of Public Purposes (i.e. workforce housing, improvement of blighted properties, etc.) for use in consideration of applications.
    - Maximum annual costs to the residential homeowner
    - Minimum total capital investment of the development.

File #: 21-0327

DATE: March 12, 2025

TO: Board of Mayor and Aldermen

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

SUBJECT:
*Consideration Of Procurement Award To Morgan Contracting, Incorporated, Of Knoxville, Tennessee, In The Total Lump-Sum Amount Of $4,163,750.00 For Water Reclamation Facility Rehabilitation & Resiliency Improvements Project For The Water Management Department (Purchasing Office Procurement Solicitation No. 2025-013; $2,310,394.48 Monies Received From American Rescue Plan Act Funds And $1,700,000 Budgeted In 431-89230-52213 For Fiscal Year 2026; Contract No. 2024-0167)

PURPOSE:
The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a solicitation for the rehabilitation and resiliency improvements to the water reclamation facility.

BACKGROUND/STAFF COMMENTS:
The Water Reclamation Facility Rehabilitation & Resiliency project was advertised for the third time on January 2025. Bids were opened February 21, 2025, with the lowest bidder being disqualified for noncompliance with the project specifications, as indicated in the attached letter. The second lower bidder, Morgan Contracting, was selected for adherence to the project specifications and met all qualifications for project award.

FINANCIAL IMPACT:
The total cost of the project is $4,163,750.00, with $2,310,394.48 Monies Received From American Rescue Plan Act Funds And $1,700,000 Budgeted In 431-89230-52213 For Fiscal Year 2026.

RECOMMENDATION:
Staff recommends that the Board of Mayor and Aldermen approve the bid award to Morgan Contracting for the WRF Rehabilitation & Resiliency project.

March 3, 2025

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

Subject: Evaluation of Bids – Franklin WRF Rehabilitation & Resiliency Improvements Project
COF Contract No. 2024-0167

Dear Ms. Hatcher:

Bids for the above referenced project were received on February 6, 2025, until 2:00 p.m. Central Time and subsequently opened. The bidders and their Total Bids are summarized in the certified Bid Tabulation attached to this letter. The bids are listed below and in the Bid Tabulation in numerical order, with the low bidder listed first.

Bidder		Total Bid[1]
1	J. Cumby Construction, Inc.	$3,724,600.00
2	Morgan Contracting, Inc.	$4,163,750.00

[1] Sum of the Lump Sum Total for Base Bid, Total for all Lump Sum Contingency Allowances, and Total of all Unit Price Bid Items for Base Bid.

Each bidder acknowledged receipt of the three Addenda issued for this project and supplied a Bid Bond in the amount of 5 percent of the maximum amount of the Total Bid. Bids for this project are to remain firm for a period of 45 calendar days, excluding Saturdays, Sundays, and legal holidays after the actual date of the opening of the bids; the bids will expire on April 10, 2025.

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

- Section 004313 – Bid Bond with Power of Attorney
- Section 004333 – Supplier Information Form
- Section 004336 – State Contractor License Information Form
- Evidence of authority to do business in the State of Tennessee
- Contractor's license number as evidence of Bidder's State Contractor's License
- Section 004513 – Required Bidder Qualification Statement with supporting data
- Section 004520 – Conflict of Interest Statement
- Section 004534 – Drug-Free Workplace Affidavit
- Section 004547 – Contractor's Attestation Regarding Illegal Immigrants or Aliens

210 25th Avenue North, Suite 1102, Nashville, Tennessee 37203 | tel: 615 320-3161

- American Rescue Plan (ARP) Grant Contract Requirements:
  - Section 004543 – State of Tennessee Non-Boycott of Israel Certification
  - Section 004544 – State of Tennessee Byrd Anti-Lobbying Amendment Certification
  - Section 004545 – State of Tennessee Certification Regarding Debarment, Suspension and Other Responsibility Matters
  - Section 004546 – State of Tennessee Iran Divestment Act Certification
  - Section 004548 – Clean Air and Water Certificate

CDM Smith checked the status of each bidder's contractor's license and subcontractors' licenses using the License Search and Verification service at the State of Tennessee Department of Commerce & Insurance's website (http://verify.tn.gov/). Each bidder possesses a valid Class MU (Municipal and Utility Construction) license, with an Unlimited monetary limit.

No mathematical errors were found in the bid proposals. Each bidder entered prices for the two Additive Alternates. These prices are included in the Bid Tabulation.

The following issues were identified during the review of the bid packages.

- J. Cumby Construction, Inc.
  - Section 004113, Bid Form, Bid Item C: A value of zero dollars was entered for the Services of the PCSS for work under Bid Item B. When contacted by email, J. Cumby Construction explained that the value of the PCSS' services had been included in Bid Item B. This issue can be waived as it could be resolved during review of the firm's Schedule of Values submittal.
  - Section 004333, Supplier Information Form: The information form for Foley Products, a supplier of precast concrete products, did not include the specification section number that applies to the company's scope of supply. This issue can be waived.
  - Section 004513, Qualifications Statement: Per Article 5.01, bidders are required to submit the firm's most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement. A financial statement was not included with J. Cumby's bid. In a February 19 email, J. Cumby Construction declined to provide the requested information. The City gave J. Cumby Construction a final deadline of 12 p.m. Central Time on February 25, 2025, to provide the requested financial records, but no records were provided.
  - Section 004513, Qualifications Statement: Per Article 8.02, bidders are required to provide full details of the currently pending litigation or arbitration to which the firm is a party. These details were not included with J. Cumby Construction's bid. In their February 13, 2025 email, J. Cumby Construction responded that the firm "currently has pending arbitration and litigation with two subcontractors related to their failure to perform."

- Section 004543, State of Tennessee Non-Boycott of Israel Certification: The certification included in the bid package was not signed. The firm returned a signed copy via email on February 13, 2025.

- Morgan Contracting, Inc.
  - Section 004336, State Contractor License Information Form: The license classifications listed for Morgan Contracting included GC, which CDM Smith was unable to find on the State of Tennessee's list of classifications. In their February 12, 2025 email, Morgan Contracting clarified that the GC classification was a typographical error.
  - Section 004113, Bid Form: The signature page (Page 6 of 6) was completely filled out and signed, but it did not include corporate seals on the right side of the page. In their February 12, 2025 email, Morgan Contracting provided a replacement copy of the signature page with corporate seals applied.

Although J. Cumby Construction, Inc., was the lowest bidder, the firm did not provide the required financial information. Therefore, J. Cumby Construction's bid was deemed non-responsive. Morgan Contracting, Inc.'s bid package was found to be responsive, professional, and acceptable. The two issues identified during review of Morgan Contracting's bid package were minor in nature, and they were both resolved quickly and satisfactorily.

Accordingly, CDM Smith recommends that the City issue a Notice of Award, contingent upon approval of the Tennessee Department of Environment & Conservation's Manager of State Revolving Fund and Water Infrastructure Grants, to Morgan Contracting, Inc., for the Franklin WRF Rehabilitation and Resiliency Improvements Project.

The City and CDM Smith discussed the prices Morgan Contracting entered for Additive Alternates A and B. The City does not wish to accept either Additive Alternate. With no additions to the Total Bid, the contract amount is $4,163,750.00.

If you have any questions or comments, or if you require any additional information, please do not hesitate to contact me or Carrie Carden.

Sincerely,

Daniel A. Harris

Digitally signed by Daniel A. Harris
DN: C=US, E=harrisda@cdmsmith.com, O=TSU, OU=CDM Smith, CN=Daniel A. Harris
Date: 2025.03.03 13:27:42-06'00'

Daniel A. Harris, PMP, CCM, LEED GA
Senior Project Manager
CDM Smith Inc.

cc: Brian Goodwin, City of Franklin
Suzanne Ward, City of Franklin
Project File (14915-282158)

BID TABULATION SHEET

OWNER AND PROJECT:
CITY OF FRANKLIN, TENNESSEE
FRANKLIN WRF REHABILITATION AND RESILIENCY IMPROVEMENTS
COF PROJECT NO. 2023-015 / COF PROCUREMENT SOLICITATION NO. 2025-013 / COF CONTRACT NO. 2024-0167
CDM SMITH PROJECT NO. 14915-282158

BID OPENING: FEBRUARY 6, 2025 AT 2:00 P.M. LOCAL TIME

PREPARED BY:
CDM SMITH INC., 2100 RIVEREDGE PARKWAY, SUITE 1250, ATLANTA, GEORGIA 30328
TEL: (404) 720-1400

CERTIFIED AS CORRECT: Carol D. Cal

DATE: 2/28/2025

BIDDERS IN NUMERICAL ORDER (LOW BIDDER LISTED FIRST):				J. Cumby Construction, Inc. 165 West Broad Street Cookeville, Tennessee 38501 (931) 526-5158		Morgan Contracting, Inc. 900 Dutch Valley Drive Knoxville, Tennessee 37918 (865) 249-8640	
Item No.	Item Description	Estimated Quantity	Units	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures
ARTICLE 3.01 - LUMP SUM BIDS							
A. LUMP SUM PRICE (BASE BID AND ALTERNATES)							
A	Mobilization and Demobilization	LS	LS	$ 162,300.00	$ 162,300.00	$ 162,500.00	$ 162,500.00
B	Replacement of existing MCCs, switchboard, and ancillary equipment at the Return Sludge Pump Station; and re-feeding of existing MCC-RPS located at the RAS/WAS Pump Station	LS	LS	$ 2,911,900.00	$ 2,911,900.00	$ 3,250,000.00	$ 3,250,000.00
C	Services of the Process Control System Supplier (PCSS) (See Specification Section 406100) for work under Bid Item B	LS	LS	$ -	$ -	$ 50,000.00	$ 50,000.00
D	Temporary Erosion and Sedimentation Control	LS	LS	$ 11,600.00	$ 11,600.00	$ 32,500.00	$ 32,500.00
E	Long-Term Revegetation and Stabilization	LS	LS	$ 20,200.00	$ 20,200.00	$ 45,000.00	$ 45,000.00
F	Paving	LS	LS	$ 116,100.00	$ 116,100.00	$ 80,000.00	$ 80,000.00
	LUMP SUM TOTAL FOR BASE BID				**$ 3,222,100.00**		**$ 3,620,000.00**



BID TABULATION SHEET

OWNER AND PROJECT:
CITY OF FRANKLIN, TENNESSEE
FRANKLIN WRF REHABILITATION AND RESILIENCY IMPROVEMENTS
COF PROJECT NO. 2023-015 / COF PROCUREMENT SOLICITATION NO. 2025-013 / COF CONTRACT NO. 2024-0167
CDM SMITH PROJECT NO. 14915-282158

BID OPENING: FEBRUARY 6, 2025 AT 2:00 P.M. LOCAL TIME

PREPARED BY:
CDM SMITH INC., 2100 RIVEREDGE PARKWAY, SUITE 1250, ATLANTA, GEORGIA 30328
TEL: (404) 720-1400

CERTIFIED AS CORRECT: Carol D. Carden

DATE: 2/28/2025

BIDDERS IN NUMERICAL ORDER (LOW BIDDER LISTED FIRST):				J. Cumby Construction, Inc. 165 West Broad Street Cookeville, Tennessee 38501 (931) 526-5158		Morgan Contracting, Inc. 900 Dutch Valley Drive Knoxville, Tennessee 37918 (865) 249-8640	
Item No.	Item Description	Estimated Quantity	Units	Unit Price in Figures	Total Price in Figures	Unit Price in Figures	Total Price in Figures
A	Additive Alternate A - Replacement of the existing sodium hypochlorite storage and feed system, including services of the PCSS	LS	LS	$ 1,915,100.00	$ 1,915,100.00	$ 2,475,000.00 **Not Accepted by City**	$ 2,475,000.00
B	Additive Alternate B - Rehabilitation of the automatic backwash (ABW) filter, including services of the PCSS	LS	LS	$ 635,314.00	$ 635,314.00	$ 825,314.00 **Not Accepted by City**	$ 825,314.00
	TOTAL FOR ALL ACCEPTED ADDITIVE ALTERNATES				**$ -**		**$ -**
B. LUMP SUM CONTINGENCY ALLOWANCES							
1	Contingency Allowance No. 1: Owner's Contingency	LS	LS	$ 500,000.00	$ 500,000.00	$ 500,000.00	$ 500,000.00
	TOTAL FOR ALL LUMP SUM CONTINGENCY ALLOWANCES				**$ 500,000.00**		**$ 500,000.00**
ARTICLE 3.02 - UNIT PRICE BIDS							
1	Over-Excavation and Associated Backfill with Structural Fill	25	CY	$ 100.00	$ 2,500.00	$ 1,750.00	$ 43,750.00
	TOTAL OF ALL UNIT PRICE BID ITEMS FOR BASE BID				**$ 2,500.00**		**$ 43,750.00**
BID SUMMARY							
	LUMP SUM TOTAL FOR BASE BID				$ 3,222,100.00		$ 3,620,000.00
	TOTAL FOR ALL ACCEPTED ADDITIVE ALTERNATES				$ -		$ -
	TOTAL FOR ALL LUMP SUM CONTINGENCY ALLOWANCES				$ 500,000.00		$ 500,000.00
	TOTAL OF ALL UNIT PRICE BID ITEMS FOR BASE BID				$ 2,500.00		$ 43,750.00
	TOTAL BID				**$ 3,724,600.00**		**$ 4,163,750.00**

CITY OF FRANKLIN
GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

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CITY OF FRANKLIN
STANDARD GENERAL CONDITIONS
OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, shall have the meaning indicated in the definitions in this Paragraph 1.01. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments that clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, signed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and that is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document that is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the Contract.

10. *Claim*

a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract

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Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the Contract.

b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.

c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.

d. A demand for money or services by a third party is not a Claim.

11. *Constituents of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, or any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning (a) pollution, (b) protection of human health or the environment, or (c) any hazardous, toxic, or otherwise dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and that together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor in accordance with the Contract Documents.

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work, as such days or dates might be adjusted or modified under the Contract.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Contractor Parties*—Contractor, its Subcontractors, Suppliers, and anyone directly or indirectly employed, retained or contracted by any of them, and anyone for whose acts any of them is responsible or liable with respect to the Project.

18. *Cost of the Work*—See Paragraph 13.01 for definition.

19. *Critical Path*—The sequence and duration of activities of Work that control the duration of the Project.

20. *Drawings*—The part of the Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

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21. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

22. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

23. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

24. *Engineer*—The individual or entity named as such in the Agreement.

25. *Field Order*—A written order issued by Owner or Engineer that requires minor changes in the Work but does not change the Contract Price or the Contract Times.

26. *Final Completion*—The stage at which all of Contractor's obligations under the Contract Documents, and specifically under Paragraph 15.06, have been satisfied and final payment is due from Owner to Contractor. The terms "finally complete" and "finally completed" as applied to the Work refer to Final Completion.

27. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that might present a danger to persons or property exposed thereto.

    a. The presence at the Site of materials that are necessary for the performance of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

    b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.

    c. The presence of Constituents of Concern that are part of the routine and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

28. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

29. *Liens*—Charges, liens, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

30. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

31. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

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32. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times shall commence to run and on which Contractor shall start to perform the Work.

33. *Owner*—The City of Franklin, Tennessee.

34. *Owner Parties*—Owner and its executives, officers, managers, board members, agents, and employees.

35. *Progress Schedule*—A schedule prepared and maintained by Contractor in accordance with the Contract, describing the sequence and duration of the activities comprising Contractor's obligation to accomplish the Work within the Contract Times.

36. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

37. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.

38. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work shall be judged.

39. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor in accordance with the Contract, of required submittals and the time requirements for review of the submittals.

40. *Schedule of Values*—A schedule, prepared and maintained by Contractor in accordance with the Contract, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

42. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner designated for the use of Contractor.

43. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

44. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

45. *Submittal*—A written or graphic document, prepared by or for Contractor, that the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals include but are not limited to Shop Drawings and Samples; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site

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quality-control testing and inspections; certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

46. *Substantial Completion*—The stage at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be fully utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work. In addition to the foregoing, the Work shall not be considered to have achieved Substantial Completion until all of the following conditions have been met:

    a. All traffic lanes included as part of the Work, including shoulders and ramps, are in their final alignment, and the final wearing surface and all sidewalks, curbs, drainage features, markings, permanent safety appurtenances, lighting, traffic signals, and signing as shown in the Contract Documents have been installed.

    b. All public utilities and private utility services included as part of the Work have been appropriately installed and successfully passed all required testing.

    c. All final grading included as part of the Work is complete, and the Site has been 100% stabilized with permanent and temporary erosion and sediment control features.

    d. The value of all remaining Work is less than 2.5% of the Contract Price, and the remaining Work will not affect the safety or operations of any infrastructure or roadway, and will not significantly impact the public.

47. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

48. *Supplementary Conditions*—Any part of the Specifications that purports to amend or supplement these General Conditions. These General Conditions shall take precedence and control over any such Supplementary Conditions, except with respect to any written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work.

49. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

50. *Technical Data*

    a. Those items expressly identified as Technical Data in the Agreement, with respect to (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site, including existing surface or subsurface structures (except Underground Facilities), and (2) Hazardous Environmental Conditions.

    b. Data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and

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other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions reports regarding the Site that are identified in the Contract Documents or otherwise made available to Contractor.

c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

51. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

52. *Unit Price Work*—Work to be paid for on the basis of unit prices.

53. *Work*—The entire construction, including the various separately identifiable parts thereof, required to be provided under the Contract Documents. Work includes and is the result of, without limitation, performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and might include, without limitation, related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

54. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms*

1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of judgment by Owner or professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Owner or Engineer as to the Work. It is intended that such exercise of action, determination, judgment, or professional judgment shall be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake

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responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

2. The Contract Documents frequently omit modifying words such as "all" and "any," and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. When used in the Contract Documents, unless the context clearly dictates otherwise, (1) the singular shall include the plural, and vice versa, (2) the use of the masculine, feminine or neuter gender shall include all other genders, as appropriate, and (3) the disjunctive "or" shall include the conjunctive "and," and vice versa.

C. *Day*: Except as otherwise specifically stated, the word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*: The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location approved by Owner or Engineer) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, each as reasonably determined by Owner, even if the term "or both" is not expressed.

G. *Set-Off:* As used in the Contract Documents, Owner's right to impose a "set-off" also includes, without limitation, Owner's right to payment and recovery of the pertinent amount from Contractor.

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H. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the policies, certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor one fully signed counterpart of the Agreement, and one copy in electronic portable document format (PDF).

B. Owner shall maintain and safeguard at least one original printed version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review a preliminary schedule including:

1. The Critical Path.

2. The planned start and completion dates for each activity, the duration of each activity, and the sequencing of all activities. If activities have durations of more than one updated period, break the activities into two or more activities distinguished by location or some other feature.

3. Dates related to the procurement of materials, equipment and articles of special manufacture; and dates related to the submission of working drawings, plans and other data specified for review or approval by Owner.

4. Dates related to key Owner inspections.

5. Dates related to specified activities by the Owner and third parties, and times for starting and completing the various stages of Work, including but not limited to all Milestones specified in the Contract.

6. A preliminary Schedule of Submittals.

7. A preliminary Schedule of Values for all of the Work, which includes quantities and prices of items that, when added together, equal the Contract Price, and which subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments

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during performance of the Work. Such prices shall include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designated Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate shall be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. Owner's and Contractor's Designated Representatives are those individuals identified as such in the Agreement. Subject to Paragraph 9.01 with respect to Owner, each party's Designated Representative is authorized to act as its authorized representative with respect to the services and responsibilities under the Contract. Subject to Paragraph 9.01 with respect to Owner, such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment, a conference, attended by Owner, Contractor, Engineer, and others as appropriate, shall be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer in accordance with the following:

1. The Progress Schedule shall provide for an orderly progression of the Work to completion within the Contract Times.

2. Contractor's Schedule of Submittals shall provide a workable arrangement for reviewing and processing the required Submittals.

3. Contractor's Schedule of Values shall provide for a reasonable allocation of the Contract Price to the component parts of the Work.

4. If a schedule is not acceptable, Contractor shall have an additional 10 days to revise and resubmit the schedule. Acceptance of a schedule by Engineer shall not impose on Engineer responsibility for sequencing, scheduling, or progress of the Work, and shall not relieve Contractor from Contractor's full responsibility therefor.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.

B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

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D. Notwithstanding anything in this Paragraph 2.06, all notices shall be sent as set forth in Paragraph 18.01.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.

B. It is the intent of the Contract Documents to describe and require a functionally complete Project to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer shall issue clarifications and interpretations of the Contract Documents as provided herein.

F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

G. Nothing in the Contract Documents creates:

1. any rights or claims against Owner or any other Owner Parties in favor of Engineer, any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, or any other individual or entity not a party to the Contract; or

2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as otherwise required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective

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to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall examine and carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until Final Completion, Contractor and Owner shall submit to Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as

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possible after such matters arise. Engineer shall be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

B. Engineer shall, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision shall be final and binding on Contractor, unless it appeals by submitting a Change Proposal.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including but not limited to electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 shall survive Final Completion or earlier termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. Unless the Contract states otherwise, the Contract Times shall commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 60 days after the Effective Date of the Contract. In no event shall the Contract Times commence to run later than the actual commencement of the Work on the Project.

4.02 *Starting the Work*

A. Unless the Contract states otherwise, Contractor shall start to perform the Work on the date indicated in the Notice to Proceed. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

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established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it is adjusted from time to time as follows:

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible unreasonably delays, disrupts, or interferes with Contractor's performance or progress of the Work associated with the Critical Path, as shown on the Contractor's then-current Progress Schedule, then Contractor shall be entitled to an adjustment in the Contract Price or Contract Times, but only to the extent the delay, disruption, or interference affects Contractor's cost of, or time required for, performance of the Work, as reasonably determined by Owner. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of any of the Contractor Parties. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled under the Contract, to the extent such concurrent delay is not caused by any of the Contractor Parties.

B. In any event, Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of any of the Contractor Parties.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an adjustment in Contract Times, but only to the extent the delay, disruption, or interference affects Contractor's cost of, or time required for, performance of the Work, as reasonably determined by Owner. Causes of delay, disruption, or interference that might give rise to an adjustment in Contract Times under this paragraph include the following:

1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. Abnormal weather conditions;

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3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and

4. Acts of war or terrorism.

5. *Weather-Related Delays*

   a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 are the basis for a request for an adjustment in the Contract Times, such request shall be governed by the Supplementary Conditions.

D. Contractor's entitlement to an adjustment of Contract Times or, if applicable, Contract Price, is limited as follows:

1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the Critical Path, as of the time of the delay, disruption, or interference.

2. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

E. Each Contractor request or Change Proposal seeking an increase in Contract Times or, if applicable, Contract Price shall be supplemented by supporting data that sets forth in detail the following:

1. The circumstances that form the basis for the requested adjustment;

2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;

3. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and

4. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer requires, including but not limited to where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the Critical Path.

F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or one not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.

G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

H. Except as specifically set forth in the Contract, an adjustment of the Contract Times shall be Contractor's sole and exclusive remedy for any delay, disruption, interference, hindrance or obstruction in Contractor's commencement, performance or completion of the Work, loss of productivity, or other similar claims (collectively "Delays"), whether or not such Delays are foreseeable. In no event shall Contractor be entitled to any compensation or recovery of any

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damages in connection with any Delays, including but not limited to actual damages, consequential damages, lost opportunity costs, impact damages, extended general conditions, or other similar costs or damages. Owner's exercise of any of its rights or remedies under the Contract, including but not limited to ordering changes in the Work, directing suspension of the Work, rescheduling, correction of the Work, or terminating the Contract for convenience, regardless of the extent or frequency of such exercise, shall not be construed as a delay, disruption, or interference with Contractor's performance or progress of the Work under Paragraph 4.05.A.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any known encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor shall comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein.

C. If necessary for timely and proper performance of the Work, Contractor shall arrange for use of and access to all additional lands required for temporary construction facilities and storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use or access through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any areas used for Contractor's operations; (c) damage to any other land or areas, or to improvements, structures, utilities, or similar facilities; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of any of the Contractor Parties.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of any of the Contractor Parties, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the full extent permitted by Laws and Regulations, defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties and Engineer, and the consultants and subcontractors of each and any of them, from and against all such claims, and against all costs, losses, and damages (including but

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not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against any of the Owner Parties, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, performance of the Work, or because of other actions or conduct of any of the Contractor Parties.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. Upon completion of the Work at the Site, Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, its contents or any person, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them or any contents or persons.

5.03 *Subsurface and Physical Conditions*

A. *Underground Facilities*: Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

B. *Reliance by Contractor on Technical Data*: Contractor may reasonably rely upon the accuracy of Technical Data.

C. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against any of the Owner Parties or Engineer, or any of their consultants or contractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including but not limited to any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;

3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or

4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to reasonably rely as provided in Paragraph 5.03 is materially inaccurate;

2. is of such a nature as to require a change in the Drawings or Specifications;

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until the Engineer has a reasonable opportunity to review the subsurface or physical condition in question.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer shall promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; and obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then Engineer, after consulting with Owner, may instruct Contractor to resume such Work.

E. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an adjustment in Contract Times, and might be entitled to an adjustment in Contract Price (excluding any overhead or profit), each as reasonably determined by Owner, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or

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decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Such condition falls within one or more of the categories described in Paragraph 5.04.A;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price shall be subject to the provisions of Paragraph 13.03; and,

c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid, or otherwise;

b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor; or

c. Contractor failed to give the written notice required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times no later than 14 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

F. *Human Remains; Artifacts.* If, in the course of the Work, Contractor encounters or recognizes the existence of human remains, burial markers, archaeological sites, historic sites or artifacts, or wetlands not indicated in the Contract Documents, Contractor shall immediately suspend any operations that would affect them and notify Owner and Engineer. Upon receipt of such notice, Owner shall promptly take action to obtain any governmental authorization required to resume the operations. Contractor shall continue to suspend such operations until otherwise instructed by Owner in writing, but shall continue with all other operations that do not affect those remains or features. Any requests for adjustments in the Contract Price or Contract Times arising from the existence of such remains or features shall be governed by the foregoing provisions of this Paragraph 5.04.

G. *Underground Facilities; Hazardous Environmental Conditions*: Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities or to Hazardous Environmental Conditions.

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5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:

1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;

4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: After receipt of such notice, Engineer shall:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and, if necessary, issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;

3. obtain any pertinent schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and

4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

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E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer, after consulting with Owner, may instruct Contractor to resume such Work.

F. *Possible Time Adjustments*

1. Contractor shall be entitled to an adjustment in the Contract Times, but no adjustment in Contract Price, as reasonably determined by Owner, to the extent any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's time required for performance of the Work; subject, however, to the following:

    a. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and

    c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the extent of any adjustment in the Contract Times, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the extent of any adjustment in the Contract Times, no later than 14 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions*

A. *Reliance by Contractor on Technical Data Authorized*: Contractor may reasonably rely upon the accuracy of the Technical Data. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against any of the Owner Parties or Engineer, or any of their consultants or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including but not limited to any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by any of the Contractor Parties, and for any associated costs;

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and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if any of the Contractor Parties creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area that could reasonably be affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If any of the Contractor Parties created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained all required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to, or on the amount or extent of, any adjustment in Contract Price or Contract Times as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 14 days after Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal and Owner, without waiting 14 days, may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08. In any event, Contractor shall not be entitled to increased overhead or profit in connection with any adjustment of the Contract Price under this Paragraph 5.06.

H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the full extent permitted by Laws and Regulations, Contractor shall defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties and Engineer, and consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove any Constituents of Concern brought to the Site by any of the Contractor Parties, to a Hazardous Environmental Condition created by any of the Contractor Parties, or failure by any of the Contractor Parties to fulfill a specific responsibility under the Contract with respect to a

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Hazardous Environmental Condition or any other environmental matters. Nothing in this Paragraph 5.06.I obligates Contractor to defend or indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds shall remain in effect until at least one year after Final Completion or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, or other provisions of the Contract.

B. Contractor shall also furnish such other bonds (if any) as are required by other provisions of the Contract.

C. All bonds shall be in the form included in the Bidding Documents or otherwise specified by Owner prior to signing the Contract, except as provided otherwise by Laws or Regulations, and shall be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact shall be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.

E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements of this Paragraph 6.01, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements in this Paragraph 6.01.

F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have performed or furnished labor, services, materials, or equipment used in the performance of the Work, Owner may provide a copy of the payment bond to such person or entity.

H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have performed or furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

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6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance required of each of them, respectively, in this article and elsewhere in the Contract.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from and maintained with insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. All companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract.

D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than that applicable to this Contract.

E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than that relevant to this Contract.

F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

H. Contractor shall require:

1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds the Owner Parties and Engineer (and any other individuals

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or entities identified in the Contract as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and

2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.

I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change or lapse in the required coverage.

J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site shall end immediately, and Owner may impose a set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.

K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.

M. The insurance and insurance limits required under this Contract shall not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract, or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract shall contain a provision or endorsement that the coverage afforded shall not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days after receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured, additional insured, and the other party to the Contract.

6.03 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain commercial general liability, automobile liability, worker's compensation and employer's liability, umbrella or excess liability, and other insurance pursuant to the specific requirements of the Contract.

B. *General Provisions*: The policies of insurance required under this Contract shall:

1. include at least the specific coverages required;

2. be written for not less than the limits set forth in the Agreement, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until Final Completion, and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor is correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;

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4. apply with respect to the performance of the Work by any of the Contractor Parties; and

5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, shall:

1. include and list as additional insureds the Owner Parties and Engineer, and any individuals or entities identified as additional insureds in the Contract;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including, as applicable, those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and

5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

D. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,

2. damages insured by reasonably available personal injury liability coverage, and

3. damages because of injury to or destruction of tangible property wherever located, including but not limited to loss of use resulting therefrom.

E. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include at least the following coverages and endorsements:

1. Products and completed operations coverage.

   a. Such insurance shall be maintained for at least five years after Final Completion.

   b. Contractor shall furnish Owner and each other additional insured (as identified in the Contract) evidence of continuation of such insurance at Final Completion and every required year thereafter.

2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Severability of interests and no insured-versus-insured or cross-liability exclusions.

4. Underground, explosion, and collapse coverage.

5. Personal injury coverage.

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6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

F. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, shall not include any of the following:

1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
2. Any exclusion for water intrusion or water damage.
3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
4. Any exclusion of coverage relating to earth subsidence or movement.
5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

G. *Commercial General Liability—Minimum Policy Limits:* Contractor's commercial general liability policy shall be written for not less than the limits set forth in the Agreement.

H. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis, and shall be written for not less than the limits set forth in the Agreement.

I. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in this Paragraph 6.03. The coverage afforded shall be at least as broad as that of each and every one of the underlying policies, and shall be written for not less than the limits set forth in the Agreement.

J. *Waiver of Subrogation:* Contractor shall obtain a waiver of subrogation endorsement to each insurance policy required by this Paragraph 6.03 that waives the insurer's right to subrogate a claim against any of the Owner Parties. Contractor also shall require each of its Subcontractors with such insurance policies applicable to the Project to obtain similar endorsements to those policies in favor of the Owner Parties.

K. *Professional Liability Coverage (if applicable):* If any provision of the Contract requires any of the Contractor Parties to provide professional services, including but not limited to any architectural, engineering, design, construction management, surveying or other professional

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service, Contractor shall obtain and require such Contractor Party to obtain Professional Liability (errors and omissions) coverage applicable to that party's portion of the Work, with limits reasonably acceptable to Owner.

6.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Contract, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as provided in the Contract or required by Laws and Regulations, whichever is less).

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance shall be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and shall be maintained until the Work is complete, as set forth in Paragraph 15.06.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner shall obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06. Such property insurance shall be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) shall provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item shall be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Contract), shall contain provisions to the effect that in the event of payment of any loss or damage the insurer shall have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting

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from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work, but only to the extent of insurance proceeds received for such losses and damages; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Contract as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused, but only to the extent of insurance proceeds received for such losses and damages.

2. None of the waivers in this Paragraph 6.05 extends to the rights that any party making such waiver has to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion, or after Final Completion, shall contain provisions to the effect that in the event of payment of any loss or damage the insurer shall have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract signed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies, but only to the extent of insurance proceeds received for such losses and damages.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Contract as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 shall be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other

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insured shall state its position regarding a claim for insured loss in writing within 14 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as necessary to perform the Work in accordance with the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written approval of Owner and Engineer, except under extraordinary circumstances.

7.03 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Contractor Parties, just as Contractor is responsible for Contractor's own acts and omissions.

C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

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Contractor shall not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which shall not be unreasonably withheld.

1. As used in the Contract, "regular working hours" shall mean 7:00 AM to 6:00 PM.

2. As used in Contract, "legal holiday" shall mean each of the following:

Holiday	**Date**
New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Good Friday	Friday before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	4th Friday in November
Christmas Day	December 25
Bonus Christmas Day	The first week day after Christmas Day, unless otherwise determined by Owner

7.04 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be new and of good quality, except as otherwise provided in the Contract Documents. All warranties and guarantees in or required by the Contract Documents shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including but not limited to reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

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7.05 *"Or Equals"*

A. *Contractor's Request; Governing Criteria*: Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the following circumstances:

1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer may deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material shall be considered functionally equal to an item so named if:

    a. in the exercise of reasonable judgment Engineer determines that the proposed item:

        1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

        2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

        3) has a proven record of performance and availability of responsive service; and

        4) is not objectionable to Owner.

    b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:

        1) there will be no increase in cost to the Owner or increase in Contract Times; and

        2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer shall be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer shall be the sole judge of acceptability. No "or-equal" item shall be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which shall be evidenced by an approved Shop Drawing or other written communication. Engineer shall advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract.

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E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 *Substitutes*

A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the following circumstances (to the extent possible such requests shall be made before commencement of related construction at the Site):

1. Contractor shall submit sufficient information as provided in this Paragraph 7.06.A to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer shall not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.

2. The requirements for review by Engineer shall be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer decides is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

   a. shall certify that the proposed substitute item will:

      1) perform adequately the functions and achieve the results called for by the general design;

      2) be similar in substance to the item specified; and

      3) be suited for the same use as the item specified.

   b. shall state:

      1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;

      2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

      3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

   c. shall identify:

      1) all variations of the proposed substitute item from the item specified; and

      2) available engineering, sales, maintenance, repair, and replacement services.

   d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in

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Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer shall be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer shall be the sole judge of acceptability. No substitute shall be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination shall be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer shall advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer (or other consultant) for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer (or other consultant) for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall sign the proposed Change Order and proceed with the substitution. Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work, subject to acceptance by Owner of such Subcontractors and Suppliers. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work shall not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.

B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner in writing the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable

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to Owner unless Owner raises a substantive, reasonable objection within 14 days after receipt of Contractor's written submission.

E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.

F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days after Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.

K. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate written contractual agreement that specifically binds the Subcontractor or Supplier to the applicable provisions of the Contract for the benefit of Owner and Engineer. Contractor shall furnish to Owner copies of all agreements with Subcontractors as requested by Owner.

L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer and Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for

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use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed in the Contract Documents.

B. To the full extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the proper use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the full extent permitted by Laws and Regulations, Contractor shall defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties and Engineer, and consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work that are applicable at the time of the submission of Contractor's Bid. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

B. If Owner acquires any permits from CSX, U.S. Army Corps of Engineers, Tennessee Department Environment and Conservation, Tennessee Department of Transportation, Williamson County, City of Franklin, or other utilities or agencies, the terms of the restrictions and conditions applicable to such permits shall be disclosed to Contractor, and Contractor shall perform the Work in accordance with all such restrictions and conditions.

7.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with Laws and Regulations.

7.11 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If any of the Contractor Parties performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all

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resulting costs and losses, and shall, to the full extent permitted by Laws and Regulations, defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties and Engineer, and consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.

C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 14 days after such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim at any time.

7.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, shall be available to Engineer for reference. Upon Final Completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors or Suppliers of their responsibility for the safety of persons or property in the performance of their Work, nor for compliance with applicable safety Laws and Regulations.

B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.

C. Contractor shall take all necessary precautions for the safety of and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who might be affected by the Work;

2. all the Work, materials, and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

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D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by any of the Contractor Parties shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them is liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of any of the Contractor Parties).

E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall promptly notify Owner of any damage, injury, or loss to the persons or property of the type referred to in Paragraph 7.13.C.

F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows the Work might affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any, but such responsibility shall not affect Contractor's other obligations under this Paragraph 7.13. Any of Owner's safety programs that are applicable to the Work are identified or included in the Contract Documents. Contractor shall immediately notify Owner and Engineer if Contractor thinks any of Owner's safety programs might not be safe or might conflict with Contractor's other obligations.

H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives shall comply while at the Site.

I. Contractor's duties and responsibilities for safety and protection shall continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in the Contract Documents in connection with Substantial Completion).

J. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant

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changes in the Work or variations or deviations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order shall be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:

a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determine and verify:

1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;

2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

c. confirm that the Submittal is complete with respect to all related data included in the Submittal.

2. Each Shop Drawing or Sample shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal has from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

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2. *Samples*

    a. Contractor shall submit the number of Samples required in the Specifications.

    b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer requires to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal shall be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer shall provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval shall be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such shall not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer shall document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for

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review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's (or other consultant's) charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's (or other consultant's) charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:

a. Contractor shall submit all such Submittals to Engineer in accordance with the Schedule of Submittals and pursuant to the applicable provisions of the Contract Documents.

b. Engineer shall provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals shall be deemed accepted.

c. Engineer's review shall be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.

2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03. 2.04, and 2.05.

F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be of good quality, new (unless the Contract Documents permit otherwise) and in accordance with the Contract Documents, and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.

B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited

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only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:

1. Owner shall give Contractor written notice of any defective Work within 60 days after Owner's discovery that such Work is defective; and

2. Such notice shall be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim shall be brought within 30 days after the notice.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, or improper modification, maintenance, or operation, by persons other than any of the Contractor Parties; or

2. normal wear and tear under normal usage.

D. Contractor's obligations to perform and complete the Work and other obligations in accordance with the Contract Documents is absolute. No approval, consent, acceptance, or other action or exercise of rights or duties by Owner or Engineer, including but not limited to those set forth below in this Paragraph 7.17.D, shall constitute an acceptance of Work or performance by Contractor that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under the Contract Documents:

1. Any of Owner's or Engineer's rights or obligations under Article 10, including but not limited to site visits or observations by Owner or Engineer;

2. Recommendation by Engineer or payment by Owner of any progress or final payment;

3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. Use or occupancy of the Work or any part thereof by Owner;

5. Any review and approval of a Submittal, Shop Drawing, Sample submittal or schedule;

6. The issuance of a notice of acceptability by Engineer;

7. The end of the correction period established in Paragraph 15.08;

8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.

E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the full extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties and Engineer, and consultants and subcontractors of each and any of them, from and against all claims, actions, liabilities, losses, damages, costs, expenses and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or

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arbitration or other dispute resolution costs) arising out of, relating to or resulting from the performance, or failure in performance, of the Work, provided that such claim, action, liability, loss, cost, expense, judgment or damage is attributable, in whole or in part to any act or omission of any of the Contractor Parties.

B. In any and all claims against any of the Owner Parties or Engineer, or any of their consultants or subcontractors, by any employee (or the survivor or personal representative of such employee) of any of the Contractor Parties, the defense and indemnification obligations under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for any of the Contractor Parties under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation shall specify the performance and design criteria that such services shall satisfy, and the Submittals that Contractor shall furnish to Engineer with respect to the Owner-delegated design.

B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional shall issue all certifications of design required by Laws and Regulations.

C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal shall bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design shall be only for the following limited purposes:

1. Checking for conformance with the requirements of this Paragraph 7.19;

2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and

3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.

F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.

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G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations, and Contractor shall promptly notify Owner if Contractor relies on or invokes this provision.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the performance of such other work.

D. Contractor shall do all cutting, fitting, and patching of the Work that is required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

E. If the proper performance or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper performance and results of Contractor's Work. Contractor's failure to so report shall constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and latent deficiencies in such other work.

F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to

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arrange to have utility owners perform work at or adjacent to the Site, the following shall be provided to Contractor prior to the start of any such other work:

1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. An itemization of the specific matters to be covered by such authority and responsibility; and

3. The extent of such authority and responsibilities.

B. Unless otherwise provided in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an adjustment in the Contract Price or the Contract Times, each as reasonably determined by Owner. Contractor shall submit any Change Proposal seeking an adjustment in the Contract Price or the Contract Times under this paragraph within 14 days after the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's

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failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, any of the Owner Parties, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) to the full extent permitted by Laws and Regulations, defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties and Engineer, and consultants and subcontractors of each and any of them from and against all such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

B. Owner's Designated Representative identified in the Agreement, and Owner's City Administrator, Assistant City Administrator, City Engineer, and Department Directors, are the only individuals authorized to give approvals, consents, and otherwise act on Owner's behalf under the Contract Documents, including with respect to, but not limited to, Change Orders, Work Change Directives, Change Proposals, Field Orders, amendments, and other modifications to the Contract. From time to time, Owner may also designate in writing other representatives who are authorized to act on Owner's behalf.

C. In any event, any modification to the Contract in the amount of $25,000 or greater shall be effective only if signed by Owner's City Administrator, and all modifications to the Contract are subject to final written approval by the City of Franklin Board of Mayor and Aldermen.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

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C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner shall not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon the reasonable request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer shall be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer shall make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various

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aspects of Contractor's Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner shall determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer is not required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts shall be directed toward providing for Owner a degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer shall keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative shall be as provided in the Contract, and limitations on the responsibilities thereof will be as provided in Paragraph 10.07 and elsewhere in the Contract.

B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in Contract.

10.04 *Engineer's Authority*

A. Engineer has the authority to reject Work in accordance with Article 14.

B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.

C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.

D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer shall determine the actual quantities and classifications of any Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer shall render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work.

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10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to any of the Contractor Parties.

B. Engineer shall not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer shall not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer shall not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, shall only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with, the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Owner's Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement shall be set forth in a Change Order.

C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, shall be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

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11.02 *Change Orders*

A. Owner and Contractor shall sign appropriate Change Orders covering:

1. Changes in Contract Price or Contract Times agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off by submitting a Claim;

3. Changes in the Work: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and

4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.

B. If Contractor refuses to sign a Change Order that is required to be signed under Paragraph 11.02.A, it shall be deemed to be of full force and effect, as if fully signed.

11.03 *Work Change Directives*

A. A Work Change Directive shall not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 14 days after the completion of the Work set out in the Work Change Directive.

2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes shall be accomplished by a Field Order and shall be binding on Contractor, which shall perform the Work involved promptly.

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B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then, before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters shall be supported by Engineer's recommendation.

B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents.

C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price shall be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which might include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. A mutually acceptable fixed fee; or

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2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

   a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent of the costs;

   b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be 5 percent of the costs;

   c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;

   d. No fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, or 13.01.C;

   e. The amount of credit to be allowed by Contractor to Owner for any change that results in a net decrease in Cost of the Work shall be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and

   f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee shall be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

A. *Purpose and Content*: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief or changes under the Contract. The Change Proposal shall specify any proposed

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change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal shall address only one issue, or a set of closely related issues.

B. *Change Proposal Procedures*

1. *Submittal*: Contractor shall submit each Change Proposal to Engineer within 14 days after the start of the event giving rise thereto, or after such initial decision; otherwise any request by Contractor for an adjustment in the Contract Times or Contract Price associated with such Change Proposal shall be deemed waived.

2. *Supporting Data*: The Contractor shall submit supporting data, including but not limited to the proposed change in Contract Price or Contract Time (if any), to Engineer and Owner within 14 days after the submittal of the Change Proposal.

    a. Change Proposals based on or related to delay, interruption, or interference shall comply with the provisions of Paragraphs 4.05.D and 4.05.E.

    b. Change proposals related to a change of Contract Price shall include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

    The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review*: Engineer shall advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

4. *Engineer's Full Review and Action on the Change Proposal*: Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer shall conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Contractor, unless Contractor timely appeals the decision by filing a Claim under Article 12.

C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer shall notify the parties in writing that Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

D. *Post-Completion*: Contractor shall not submit any Change Proposals after Final Completion.

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11.10 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including but not limited to Contract Price or Contract Times), the giving of any such notice shall be Contractor's responsibility. The amount of each applicable bond shall be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

A. *Claims Process*: Claims between Owner and Contractor, including but not limited to the following, are subject to the process set forth in this article:

1. Appeals by Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and

4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Final Completion.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 14 days after the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled. Claims by Contractor seeking an increase in the Contract Times or Contract Price that are not made within the time limits set forth in this Paragraph 12.01.B shall be deemed waived.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the

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Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs, unless otherwise agreed.

E. *Partial Approval*: If Owner approves a Claim by Contractor in part and denies it in part, such action shall be final and binding unless within 30 days after such action Contractor invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days after the written notice of denial, then the Claim is deemed denied. A denial of the Claim shall be final and binding unless within 30 days after the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: As used in the Contract Documents, the term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined in this Paragraph 13.01. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those commonly incurred in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work.

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Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs include salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the costs included in this Paragraph 13.01.B.1 to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including but not limited to costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments to which the discounts apply, in which case the cash discounts shall accrue to Owner. Contractor may not keep any cash discounts unless it has provided Owner seven days' prior written notice thereof and the opportunity to deposit funds with Contractor with which to make payments to which the discounts apply. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they can be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which shall then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.

5. Other costs consisting of the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, that are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed that remain the property of Contractor.

        1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration shall be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor shall not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

    c. *Construction Equipment Rental*

        1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction

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equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity shall be paid at a rate shown for such equipment in the equipment rental rate book specified in the Contract Documents or, in the absence of such a book, at rates no higher than standard rates paid in Williamson County, Tennessee. An hourly rate shall be computed by dividing the monthly rates by 176. These computed rates shall include all operating costs.

3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs shall be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is responsible, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of any of the Contractor Parties, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of any of the Contractor Parties. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office in connection with the Work, who are not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered

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by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. The cost of purchasing, renting, or furnishing small tools and hand tools.

3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

5. Costs due to the negligence or breach of contract of any of the Contractor Parties, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

6. Expenses incurred in preparing and advancing or defending Claims.

7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:

a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract shall be determined as set forth in the Agreement.

b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee shall be determined as follows:

1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee shall automatically adjust as the Cost of the Work changes.

2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions shall be determined in accordance with Paragraph 11.07.C.2.

2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work shall be determined in accordance with Paragraph 11.07.C.2.

E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors shall establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner shall be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of five years after Final Completion. Pertinent Subcontractors shall afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

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13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for no more than such sums and by persons or entities acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing shall be valid.

C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to Final Completion, an appropriate Change Order shall be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

E. Contractor shall not exceed any allowance amount set forth in the Contract Documents, and shall not be entitled to payment for any such excess amounts, without Owner's prior written approval.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price shall be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work shall be based on actual quantities.

C. Each unit price shall be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer shall determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer shall review with Contractor Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon shall be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Contractor, and the final adjustment of Contract Price shall be set forth in a Change Order, subject to the provisions of the following paragraph.

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E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

   a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

   b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.

2. The adjustment in unit price shall account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.

3. Adjusted unit prices shall apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they can comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

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2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Reasonably timely written notice of all defective Work of which Owner or Engineer has actual knowledge shall be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to Final Completion, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and

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damages attributable to Owner's evaluation of and determination to accept such defective Work, and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to Final Completion, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a set-off against payments due under Article 15. If the acceptance of defective Work occurs after Final Completion, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer requires, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 14 days after the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work shall conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of any of the Contractor Parties.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude

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Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 shall be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages shall include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 shall serve as the basis for progress payments and shall be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work shall be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work shall be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*

1. Not more often than once a month, Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which shall be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor, acceptable to Owner, stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

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C. *Review of Applications*

1. Engineer shall, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor shall make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment shall constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

    a. the Work has progressed to the point indicated;

    b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for any Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and; and

    c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled.

3. By recommending any such payment Engineer shall not be deemed to have represented that:

    a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

    b. there are not other matters or issues between the parties that might entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work;

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

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5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer may recommend reductions in payment necessary in Engineer's opinion to protect Owner from loss because:

   a. the Work is defective, requiring correction or replacement;

   b. the Contract Price has been reduced by Change Orders;

   c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   d. Owner has been required to remove, remediate, or otherwise address a Hazardous Environmental Condition for which Contractor is responsible; or

   e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor.

D. *Payment Becomes Due*

1. Thirty days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended shall become due (subject to Owner's rights to withhold and set off payment under this Paragraph 15.01), and when due shall be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment recommended by Engineer, Owner is entitled to impose a set-off against payment, and withhold payment in whole or in part, based on any of the following:

   a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, or patent infringement;

   b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

   c. Contractor has failed to provide and maintain required bonds or insurance;

   d. Owner has been required to remove, remediate, or otherwise address a Hazardous Environmental Condition for which Contractor is responsible;

   e. Owner has incurred extra charges or engineering costs related to Submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

   f. The Work is defective, requiring correction or replacement;

   g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

   h. The Contract Price has been reduced by Change Orders;

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i. An event has occurred that would constitute a default by Contractor and therefore justify a termination of the Contract for cause;

j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or Final Completion of the Work;

k. Liens have been asserted or filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

l. Other items entitle Owner to withhold or impose a set-off against the amount requested.

2. If Owner withholds or imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner shall give Contractor prompt written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.D.1.

F. If Owner reasonably believes it is necessary, Owner may, at its sole option, issue joint checks to Contractor and any Subcontractor or Supplier, or issue direct payments to any Subcontractor or Supplier, to whom Contractor has failed to make payment for Work properly performed or material or equipment suitably delivered.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment performed and furnished under the Contract shall pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, upon payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use, Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before Final Completion.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer shall notify Contractor in writing, giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or

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corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected), reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantially Completion, Owner and Contractor also shall confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion, the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to Final Completion. In appropriate cases, Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth in Paragraph 15.01.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion, subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work that has specifically been identified in the Contract Documents, or that Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer shall follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.

2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If

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Engineer does not consider that part of the Work to be substantially complete, Engineer shall notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 shall apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that it considers the entire Work or an agreed portion thereof to be finally complete, Engineer shall promptly make a final inspection with Owner and Contractor and shall notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work and remedy such deficiencies.

15.06 *Final Completion and Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections and other Work identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in, and in the format required by, the Contract Documents, including but not limited to as-built drawings and specifications reflecting all changes to, and the final condition of, the Work as constructed;

   b. consent of all sureties to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all duly pending Change Proposals and Claims; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2, if approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or that might in any way result in Liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release

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or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers. In any event, to the full extent permitted by Laws and Regulations, Contractor shall defend (at Owner's option in its sole discretion), indemnify and hold harmless the Owner Parties from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any Liens and claims asserted or filed because of the Work.

B. *Engineer's Review of Final Application and Recommendation of Payment*: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been finally completed and Contractor's other obligations under the Contract have been fulfilled, Engineer shall, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated in Paragraphs 15.01.C and 15.01.E with respect to progress payments. Otherwise, Engineer shall return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer shall also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.

D. *Completion of Work*: The Work is finally complete (subject to surviving obligations) when final payment is due from Owner to Contractor as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

D. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under Paragraphs 15.01.C and 15.01.E with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days after Owner's receipt and approval of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

B. The acceptance of final payment by Contractor shall constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim or appealed under the provisions of Article 17.

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15.08 *Correction Period*

A. If, within one year after the date of Substantial Completion (or such longer period of time prescribed by the Contract Documents or the terms of any applicable warranty or guarantee required by or contained in the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such adjacent areas;
2. correct such defective Work;
3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.

B. Owner shall give Contractor reasonably timely notice of any such defect after Owner discovers it. If such notice is given after the end of the correction period, the notice shall be deemed a notice of defective Work under Paragraph 7.17.B.

C. If, after receipt of a notice of defect, Contractor does not promptly comply with the Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days after invoice from Owner shall be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim shall be brought within 30 days after the failure to pay.

D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable warranty or statute of limitation or repose.

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ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice shall fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an extension of the Contract Times directly attributable to any such suspension, to the extent not caused by any of the Contractor Parties. Any Change Proposal seeking such adjustment shall be submitted no later than 14 days after the date fixed for resumption of Work.

16.02 *Contractor Default; Owner May Terminate the Contract for Cause*

A. The occurrence of any one or more of the following events shall constitute a default by Contractor and entitle Owner to all rights and remedies available to it under the Contract and Laws and Regulations, including but not limited to Owner's termination of the Contract for cause:

1. Contractor's failure to perform the Work in accordance with the Contract Documents (including but not limited to failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard or violation of Laws or Regulations; or

4. Contractor's disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated;

2. enforce the rights available to Owner under any applicable performance bond; and/or

3. exercise or pursue any other rights and remedies available to Owner under the Contract and Laws and Regulations.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but that are stored elsewhere, and complete the Work as Owner deems expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor, within 7 days after receipt of notice of intent to terminate, begins to correct its failure to perform and diligently cures such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including but not limited to all related

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claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess shall be paid to Contractor. If the cost to complete the Work, including but not limited to such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where the Contract has been so terminated by Owner, the termination shall not affect any rights or remedies of Owner against Contractor then existing or that thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner shall not release Contractor from liability.

16.03 *Owner May Terminate the Contract for Convenience*

A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work performed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate the Contract*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 60 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer does not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 60 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in the Contract directly attributable to Contractor's stopping the Work as permitted by this paragraph.

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ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and

2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after Final Completion.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this article, Owner or Contractor may:

1. Before bringing any action in court pertaining to any Claim, dispute or other matter in question arising out of or related to the Contract Documents or the breach thereof, the claimant shall first provide notice of the Claim, dispute or other matter in question to the other party to this Contract in writing and make a specific demand for settlement of said Claim, dispute or matter. If the other party fails to agree to an acceptable resolution to said Claim, dispute or matter, or offer a specific counter-proposal thereto within five days after the receipt of such notice, or the claimant fails to accept any counter-proposal from the other party within five days after receipt thereof, either party shall be free to submit the Claim, dispute or other matter to litigation in accordance with Paragraph 17.01.B.2.

2. Any Claim, dispute, or other matter in question arising out of or related to the Contract or the Project shall be litigated in the Tennessee Judicial Circuit Court in and for Williamson, County, Tennessee, and the prevailing party to any such litigation shall be entitled to an award of all reasonable attorneys' and experts' fees, expenses and court costs incurred by such prevailing party against the non-prevailing party, including in connection with any appeals.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it shall be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or

3. by e-mail to the recipient, if also sent by one of the methods in Paragraph 18.01.A.1 or .2.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day shall be omitted from the computation.

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18.03 *Cumulative Remedies*

A. Except as otherwise specifically provided in the Contract Documents, the duties and obligations imposed by the Contract Documents, and the rights and remedies available thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them that are otherwise imposed or available by Laws or Regulations, by warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither the Owner Parties nor Engineer, nor any of their consultants or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all other obligations in the Contract that logically should survive Final Completion or earlier termination of the Contract, shall survive Final Completion or earlier termination of the Contract.

18.07 *Controlling Law*

A. This Contract is to be governed by the laws of the State of Tennessee.

18.08 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract shall be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that becomes due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction is limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment shall release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors and assigns to the other party hereto and its successors and assigns in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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City of Franklin

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

File #: 21-0291

DATE: March 25, 2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Michelle Hatcher, Director of Water Management

SUBJECT:
*Consideration Of Procurement Award To Calgon Carbon Corporation Of Moon Township, Pennsylvania In The Total Lump-Sum Amount Of $115,000 For Granular Activated Carbon (GAC) Water Filtration Media Exchange For The Water Treatment Division Of The Water Management Department (Purchasing Office Procurement Solicitation No. 2025-014; $150,000.00 Budgeted In 421-89230-52103 For Fiscal Year 2025; Contract No. 2025-0081)

PURPOSE:
The purpose of this procurement is to purchase the removal of the existing granular activated carbon (GAC) and replace with new virgin GAC in one of the three GAC vessels at the Water Treatment Plant.

BACKGROUND/STAFF COMMENTS:
The City published on January 30, 2025 a Notice to Bidders in the *Williamson Herald*. In addition, bid documents were sent on the same date directly to 13 potential bidders known or thought to be interested in this solicitation. Bids from two service providers were publicly opened at the bid opening held on February 27, 2025. A tabulation of the bids received for this solicitation is attached.

A reference check by staff for the responsible bidder was deemed not necessary because the City has used this service provider in the past with good results.

FINANCIAL IMPACT:
The lowest priced responsive bid by a responsible bidder was submitted by Calgon Carbon Corporation of Moon Township, Pennsylvania and is in the total lump-sum amount of $115,000.00 for the specified granular activated carbon (GAC) water filtration media exchange. This bid was identified because it is the lowest bid submitted by a responsible bidder that most closely meets or exceeds the City's intention as expressed and implied by the City's specifications as well as the instructions, terms and conditions pertaining to this procurement solicitation. The Water Management Department Water Treatment Division budget for fiscal year 2025 allocates $150,000.00 out of the 421 Fund for the purchase of the GAC water filtration media exchange. The $115,000.00 bid amount is $35,000 (23.33%) under budget.

RECOMMENDATION:

Staff recommends that the City accept the bid from Calgon Carbon Corporation of Moon Township, Pennsylvania in the total lump-sum amount of $115,000.00 for granular activated carbon (GAC) water filtration media exchange and award this procurement to this bidder.

Tabulation of results from bid opening for City of Franklin, TN Procurement Solicitation No. 2025-014*

Event Number	2025-014		**Organization**	City of Franklin, TN eBid	
Event Title	Granular Activated Carbon (GAC) Water Filtration Media Exchange		**Workgroup**	Purchasing	
Event Description	Granular Activated Carbon (GAC) Water Filtration Media Exchange		**Event Owner**	Suzanne Ward	
Event Type	ITB		**Email**	suzanne.ward@franklintn.gov	
Issue Date	1/30/2025 05:27:25 PM (CT)		**Phone**	615-550-6698	
Close Date	2/27/2025 02:00:00 PM (CT)		**Fax**	n/a	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Calgon Carbon Corporation	Moon Township	PA	2/26/2025 03:20:49 PM (CT)	1	$115,000.00
Carbon Activated Corporation	Compton	CA	2/24/2025 02:50:37 PM (CT)	1	$129,600.00

Prepared 3/4/2025 by
City of Franklin, TN Purchasing Office

*Shaded bid is apparent lowest best bid

Tabulation of results from bid opening for City of Franklin, TN Procurement Solicitation No. 2025-014*

		Calgon Carbon Corporation		Carbon Activated Corporation	
		Total Price	$115,000.00	Total Price	$129,600.00
Line #	Description	Unit	Extended	Unit	Extended
1	Total quoted lump-sum bid price for completed project as specified, including proper disposal of spent materials and lab fees:	**$115,000.00**	$115,000.00	$129,600.00	$129,600.00

Prepared 3/4/2025 by
City of Franklin, TN Purchasing Office

*Shaded bid is apparent lowest best bid

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2025-0081)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Calgon Carbon Corporation of Moon Township, Pennsylvania ("SERVICE PROVIDER"), who mutually agree as follows:

1. CITY issued (a) on January 30, 2025 Purchasing Office Solicitation No. 2025-014, a procurement solicitation for bids for granular activated carbon (GAC) water filtration media exchange, and (b) on February 24, 2025 Addendum No. 1 to Purchasing Office Solicitation No. 2025-014 (collectively, "SOLICITATION").

2. In response to SOLICITATION, SERVICE PROVIDER submitted a bid dated February 26, 2025 ("SUBMITTAL"), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.

3. SERVICE PROVIDER included in SUBMITTAL CITY's Standard Procurement Terms and Conditions with SERVICE PROVIDER's contact information inserted ("CITY'S TERMS"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.

4. SERVICE PROVIDER has, subsequent to SUBMITTAL, also submitted a/{number} Certificate(s) of Liability Insurance ("CERTIFICATE(S) OF INSURANCE"), a copy/copies of which is/are attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meets or exceeds / collectively meet or exceed CITY's Insurance Requirements as included in SOLICITATION.

5. If and when insurance coverage documented by CERTIFICATE(S) OF INSURANCE referenced above expires either before the expiration of any term of award described below, including any extensions thereto, or before the supply and delivery by SERVICE PROVIDER and the acceptance by CITY of all of the products and/or services ordered from SERVICE PROVIDER, pursuant to this AGREEMENT, then SERVICE PROVIDER shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that either indicates or collectively indicate the new date(s) of insurance coverage expiration and that either (a) meets or exceeds or (b) collectively meet or exceed CITY's Insurance Requirements as included in SOLICITATION.

6. In the event that insurance coverage documented by CERTIFICATE(S) OF INSURANCE referenced above is materially modified or canceled either before the expiration of any term of award described below, including any extensions thereto, or before the supply and delivery by SERVICE PROVIDER and the acceptance by CITY of all of the products and/or services ordered from SERVICE PROVIDER, pursuant to this AGREEMENT, then SERVICE PROVIDER shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.

7. SERVICE PROVIDER agrees to impose CITY's Insurance Requirements as included in SOLICITATION upon any subcontractors it utilizes for this procurement. Except as may be approved and authorized by CITY in advance of any subcontractor commencing work for this award, SERVICE PROVIDER may not subcontract any service component of the award except as is indicated in SUBMITTAL.
8. SERVICE PROVIDER has, subsequent to SUBMITTAL, also submitted CITY's Indemnification Agreement, executed for SERVICE PROVIDER ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
9. CITY awarded on April 8, 2025 to SERVICE PROVIDER the purchase of granular activated carbon (GAC) water filtration media exchange pursuant to SOLICITATION and SUBMITTAL.
10. SERVICE PROVIDER shall deliver specified products and/or render specified services to the satisfaction of CITY in accordance with section 11.3 ("Project completion schedule") of CITY's specifications, as said section may be amended by addendum, unless a later project completion schedule has been authorized in writing by CITY. Failure by SERVICE PROVIDER to meet the project completion schedule shall constitute grounds for CITY to cancel order and/or consider SERVICE PROVIDER to be in breach of contract.
11. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20____.

For SERVICE PROVIDER:



(signature of SERVICE PROVIDER's authorized representative)

TITLE: Jeremy J. Jones, DWS Project Manager

For CITY:

(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

J. Blake Harper, Staff Attorney

Attachment No. 1

Excerpts from SUBMITTAL

CITY OF FRANKLIN, TENNESSEE

GRANULAR ACTIVATED CARBON WATER FILTRATION MEDIA EXCHANGE: 2025-014

FILTRASORB® 300

SUBMITTED BY CALGON CARBON CORPORATION
February 27th, 2025



SUBMITTAL TABLE OF CONTENTS

1 Calgon Carbon Corporation History

2 Granular Activated Carbon Specifications:

Affidavit of Compliance, Specification Sheet, Safety Data Sheet

3 ISO and NSF Certifications

4 Customer References

5 Carbon Exchange Procedures

6 Evidence of Insurance

7 Contact Information

SUBMITTAL

1

Calgon Carbon Corporation History

THE HISTORY OF CALGON CARBON

When the United States entered World War II, coconut shells were the raw material used to produce granular activated carbon (GAC), the filtering agent in military gas masks. Faced with a shortage of this crucial war material, the government asked Pittsburgh Coke and Chemical to develop a substitute from a native material. In 1942, the Company produced an activated carbon product using bituminous coal, and that was the beginning of the firm now known as Calgon Carbon Corporation.

Throughout history, Calgon Carbon has been a pioneer in creating new activated carbon products, systems and services from the infancy stages to the current global industry. The Company currently offers carbon technologies used in over 700 distinct market applications from purifying air and drinking water, to purifying foods and pharmaceuticals, to separating gas and removing mercury emissions from coal-powered electrical facilities. As a leader in the activated carbon industry, Calgon Carbon Corporation has originated cutting-edge purification systems for drinking water, wastewater, odor control, pollution abatement, and a variety of industrial and commercial manufacturing processes.

A HISTORY OF INNOVATION

1942 Pittsburgh Coke & Chemical Company, Inc. pioneers the development of coal-based granular activated carbon for use in military protection.

1955 The "Pittsburgh Pulse Bed" system is introduced – the first activated carbon system for sugar decolorization.

1960 The Activated Carbon Division of Pittsburgh Coke and Chemical pioneers the use of granular activated carbon in drinking water treatment.

1962 The Activated Carbon Division reaches a major milestone when 40,000 pounds of bituminous coal-based granular activated carbon is installed for the Virginia-American Water Co., a subsidiary of the American Water Works Service Company, setting a new benchmark for drinking water quality.

1965 Pittsburgh Activated Carbon Company (formerly Pittsburgh Coke & Chemical) is acquired by Calgon Corporation.

1967 Calgon Corporation is reorganized into six autonomous divisions, including the Pittsburgh Activated Carbon Company, responsible for its own marketing and manufacturing.

1968 Calgon Corporation acquired by Merck and Co., Inc.

1971 Calgon Carbon begins to offer reactivation services in the U.S. Offering customers both environmental and cost-saving benefits.

1978 A joint venture is formed with Mitsui Chemicals, Inc. and Mitsui & Co., Ltd.

1985 Calgon Carbon, a wholly-owned subsidiary of Merck and Co., Inc., is acquired by its management through a leveraged buyout.

1987 Calgon Carbon completes initial public offering of common stock.1991 Calgon Carbon is listed on the New York Stock Exchange (NYSE), trading under the symbol CCC.

1993 In the U.K., Thames Water Utilities, Ltd., grants Calgon Carbon exclusive rights to market its new Sandwich Filter technology for the removal of pesticides and other organic compounds from drinking water.1996 Calgon Carbon acquires the perox-pure business operations of Vulcan Peroxidation Systems, Inc., (Tucson, Arizona), and Solarchem Enterprises, Inc., (Toronto, Ontario, Canada). Calgon Carbon also acquires Advanced Separation Technologies Incorporated™ (Lakeland, Florida) and Charcoal Cloth (International) Ltd., a British manufacturer of activated carbon in cloth form.

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1997 Singapore-based marketing subsidiary Calgon Carbon Asia is formed, serving customers in Korea, Taiwan, the People's Republic of China, Southeast Asia, Australia, New Zealand and India.

1998 Calgon Carbon launches two distinct products: Sentinel® ultraviolet (UV) disinfection system for the inactivation of Cryptosporidium and ISEP® continuous ion exchange system for perchlorate removal.

2002 Calgon Carbon Corporation expands in Asia, starting up a manufacturing plant in China and forming a joint venture with Mitsubishi Chemical Corporation of Tokyo, Japan to produce and sell activated carbon and related services throughout Japan. Additionally, Calgon Carbon is the first activated carbon manufacturer in the U.S. to install GAC treatment specifically for PFAS removal

2004 The company acquires Waterlink Specialty Products, known as Barnebey Sutcliffe in the United States, and Sutcliffe Speakman in Europe, to enhance capabilities in carbon reactivation, impregnation and on-site services.

2005 Calgon Carbon Corporation and C. Gigantic Carbon (Gigantic) form a joint-venture company to provide carbon reactivation services to the Thailand market. The new company, Calgon Carbon (Thailand) Ltd. begins operation.

2007 First contract for FLUEPAC® powdered activated carbon for treatment of mercury in flue gas streams from coal-fired electric power plant is signed and secured.

2009 The company unveils a new corporate logo, re-positioning the former logo's distinctive "ellipse" shape into a forward-moving direction to symbolize the company's anticipated long-term growth.

2010 Calgon Carbon acquires two companies: the firm Zwicky Denmark and Sweden, service providers and long-term distributors of Chemivron Carbon's activated carbon products; and purchases the outstanding stock of Hyde Marine Inc., a manufacturer of systems that utilize filters and UV technology to treat marine ballast water. Calgon Carbon's Blue Lake, California plant is the first in the U.S. to receive certification from NSF International under NSF/ANSI Standard 61: Drinking Water System Components – Health Effects for custom reactivated carbon for potable water applications.

2011 The acquisition of Calgon Carbon Japan KK (CCJ), the former joint venture between Calgon Carbon Corporation and Mitsubishi Chemical Corporation is completed. Additionally, the company announces that the City Council of Phoenix, Arizona has selected Calgon Carbon to negotiate a contract to provide reactivation services for a ten-year period, and also includes the construction of a reactivation facility in Maricopa County, Arizona.

2018 Calgon Carbon is acquired by Kuraray Co., Ltd in March. Steve Schott is named CEO in September.

2020 Calgon Carbon formally announces the construction of a new activated carbon production line (G-line) at its Pearl River Plant in Mississippi, and an additional reactivation furnace in Belgium. A large equipment production expansion project launches adding capacity.

2021 A large equipment production expansion project is completed, at Neville Island, PA, to increase capacity in North America.

2023 Calgon Carbon celebrates the completion of our G-Line construction and hosts a ribbon cutting ceremony in October.

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SUBMITTAL

2

Granular Activated Carbon Specifications: Affidavit of Compliance, Specification Sheet, And Safety Data Sheet

AFFIDAVIT OF COMPLIANCE

By this affidavit, CALGON CARBON CORPORATION certifies that the Virgin Granular Activated Carbon designated as Filtrasorb 300 complies with all the applicable provisions of the AWWA standard for Granular Activated Carbon denoted as B-604-latest edition, ANSI/NSF Rule 61, and the Food Chemical Codex.

Filtrasorb 300 is mined and manufactured in the USA from bituminous coal and produced through a reagglomeration process. Filtrasorb 300 manufactured at the Calgon Carbon Catlettsburg Plant in Catlettsburg, KY.

Calgon Carbon Corporation

Name: Amber Simonic

Title: Executive Director, Drinking Water Solutions

Commonwealth of Pennsylvania

County of Allegheny

Signed (or attested) before me on August 20th, 2024 by Amber Simonic.

Jeremy J. Jones, Notary Public

My Commission Expires: April 2, 2025

Commonwealth of Pennsylvania - Notary Seal
Jeremy J. Jones, Notary Public
Allegheny County
My commission expires April 2, 2025
Commission number 1394004
Member, Pennsylvania Association of Notaries

FILTRASORB 300

Granular Activated Carbon

Test	Specification		Calgon Carbon Test Method
	Min	Max	
IODINE NUMBER, mg/g	900	-	TM-4,ASTM D4607
MOISTURE (AS PACKAGED), wt%	-	2	TM-1,ASTM D2867
ABRASION NUMBER	78	-	TM-9,AWWA B604
DENSITY (APPARENT), g/cc	0.50	-	TM-7,ASTM D2854
EFFECTIVE SIZE, mm	0.8	1.0	TM-8,ASTM D2862
UNIFORMITY COEFFICIENT	-	2.1	TM-8,ASTM D2862
FCC - WATER EXTRATABLE, wt%	-	4	TM-43,FCC
8 US MESH [2.36 mm], wt%	-	11	TM-8,ASTM D2862
< 30 US MESH [0.600 mm] (PAN), wt%	-	4	TM-8,ASTM D2862

Typical Properties:

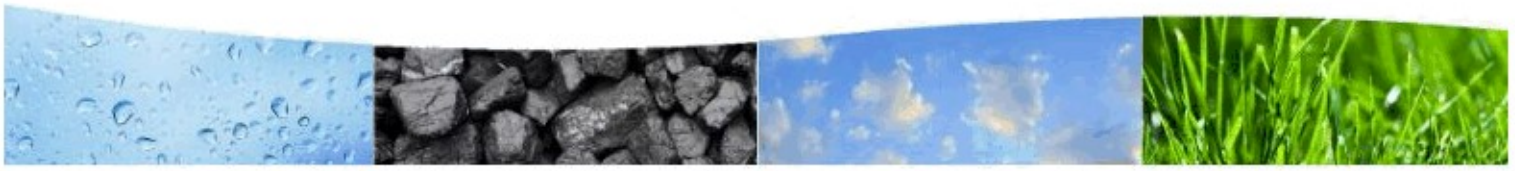
This product complies with ANSI/AWWA B604 (Latest Edition) – Granular Activated Carbon.

This product complies with the requirements for activated carbon as defined by the Food Chemicals Codex (FCC) (Latest Edition) published by the U.S. Pharmacopeia.

This product is prepared under the supervision of the Kashruth Division of the Orthodox Union and is Kosher.

Only products bearing the NSF Mark are Certified to NSF/ANSI/CAN 61 - Drinking Water System Components - Health Effects standard. Certified Products will bear the NSF Mark on packing or documentation shipped with the product.

Calgon Carbon Corporation's activated carbon products are continuously being improved and changes may have taken place since this publication went to press. 11975-08/10/2023



+1 800 422 7266 calgoncarbon.com

CalgonCarbon
A Kuraray Company

FILTRASORB® 300

Granular Activated Carbon

FILTRASORB 300 activated carbon can be used in a variety of liquid phase applications for the removal of dissolved organic compounds. FILTRASORB 300 has been successfully applied for over 40 years in applications such as drinking and process water purification, wastewater treatment, and food, pharmaceutical, and industrial purification.

APPLICATIONS

- Municipal Drinking Water
- Industrial Wastewater
- Pond/Aquarium
- Pharmaceuticals
- Environmental Water Processing
- Water Reuse
- Surface Water
- Groundwater
- Food & Beverage
- Bottle & Brewing

DESCRIPTION

FILTRASORB 300 is a granular activated carbon for the removal of dissolved organic compounds from water and wastewater as well as industrial and food processing streams. These contaminants include taste and odor compounds, organic color, total organic carbon (TOC), and industrial organic compounds such as TCE, PCE, and PFAS.

This activated carbon is made from select grades of bituminous coal through a process known as reagglomeration to produce a high activity, durable, granular product capable of withstanding the abrasion associated with repeated backwashing, hydraulic transport, and reactivation for reuse. The raw coal is mined and subsequently manufactured into GAC in the United States to ensure the highest quality and consistency in the finished product. Activation is carefully controlled to produce a significant volume of both low and high energy pores for effective adsorption of a broad range of high and low molecular weight organic contaminants.

FILTRASORB 300 is formulated to comply with all the applicable provisions of the AWWA Standard for Granular Activated Carbon (B604) and Food Chemicals Codex. This product may also be certified to the requirements of NSF/ANSI 61 for use in municipal water treatment facilities. Only products bearing the NSF Mark are certified to the NSF/ANSI 61 - Drinking Water System Components - Health Effects standard. Certified Products will bear the NSF Mark on packaging or documentation shipped with the product.

Specifications

Iodine Number, mg/g	900 (min)
Moisture by Weight	2% (max)
Effective Size	0.8–1.0 mm
Uniformity Coefficient	2.1 (max)
Abrasion Number	78 (min)
Screen Size by Weight, US Sieve Series	
On 8 mesh	15% (max)
Through 30 mesh	4% (max)

Typical Properties

Apparent Density	0.56 g/cc
Water Extractables	<1%
Non-Wettable	<1%

FEATURES & BENEFITS

- Produced in the United States from a pulverized blend of high quality, domestically mined bituminous coals resulting in a consistent, high quality product.
- Carbon granules are uniformly activated through the whole granule, not just the outside, resulting in excellent adsorption properties and consistent adsorption kinetics.
- The reagglomerated structure ensures proper wetting and minimal floating material.
- High mechanical strength relative to other raw materials, thereby reducing the generation of fines during backwashing and hydraulic transport.
- Carbon bed segregation is retained after repeated backwashing, ensuring the adsorption profile remains unchanged and therefore maximizing the bed life.
- Reagglomerated with a high abrasion resistance, which provides excellent reactivation performance.
- High density carbon resulting in a greater adsorption capacity per unit volume.

SAFETY MESSAGE

Wet, activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.

1.800.4Carbon | calgoncarbon.com

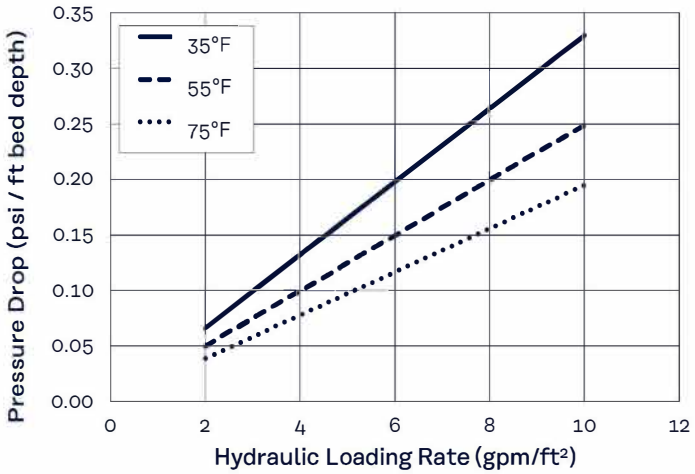
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FILTRASORB® 300
Granular Activated Carbon

BACKWASH AND CONDITIONING
Prior to placing a recently filled granular activated carbon (GAC) vessel online, adequate media backwash and media conditioning are required. The following steps are intended to serve as guidelines to condition GAC media prior to placing the system in service. These steps may be able to be tailored to accommodate site specific constraints. For more information, please contact your Calgon Carbon sales or technical representative.

INITIAL BACKWASH
Following GAC media exchange, slowly fill the vessel with potable water in the up-flow direction until the vessel is full. Fill using flow rates that provide less than 5% bed expansion. Soak the new GAC media overnight (approx. 16 hours) to degas the media bed. Once the soaking period is complete, conduct a start-up backwash (up-flow operation) per the steps outlined below.

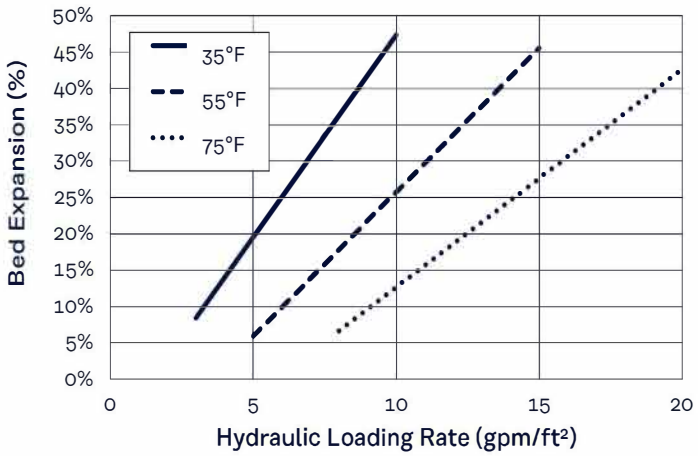
TYPICAL CLEAN-BED PRESSURE DROP
Based on a backwashed and segregated bed



Startup Backwash
1. Flow @ 5% expansion for 2 minutes.
2. Flow @ 10% expansion for 2 minutes.
3. Flow @ 15% expansion for 2 minutes.
4. Flow @ 30% expansion for 30 minutes.
5. Flow @ 15% expansion for 2 minutes.
6. Flow @ 10% expansion for 2 minutes.
7. Flow @ 5% expansion for 2 minutes.

Refer to the bed expansion curve to determine the flowrates needed at each step. Please note, an identical backwash procedure is recommended when a media vessel is restarted after an extended shutdown or restarted after the bed has been drained.

TYPICAL BED EXPANSION DURING BACKWASH
Based on a backwashed and segregated bed



DESIGN CONSIDERATIONS
FILTRASORB 300 activated carbon is typically applied in down-flow packed-bed operations using either pressure or gravity systems. Design considerations for a treatment system is based on the user's operating conditions, the treatment objectives desired, and the chemical nature of the compound(s) being adsorbed.

SAFETY MESSAGE
Wet, activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.

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FILTRASORB 300
Safety Data Sheet

Issued: 03/13/2020
Supersedes: 09/24/2019
Version: 3.0

SECTION 1: Identification of the Substance/Mixture and of the Company/Undertaking

1.1. Product identifier

Product name : FILTRASORB 300
Product form : Substance
CAS No : 7440-44-0
Product code : 11975
Synonyms : Activated carbon; Steam activated carbon

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : Adsorbent

1.3. Details of the supplier of the safety data sheet

Calgon Carbon Corporation
P.O. Box 717
Pittsburgh, PA 15230
412-787-6700

1.4. Emergency telephone number

Emergency number : CHEMTREC (24 HRS): 1-800-424-9300

SECTION 2: Hazards Identification

2.1. Classification of the substance or mixture

GHS-US classification

Combustible Dust

Not classified as a simple asphyxiant. Product does not displace oxygen in the ambient atmosphere, but slowly adsorbs oxygen from a confined space when wet. Under conditions of anticipated and recommended use, product does not pose an asphyxiation hazard.

2.2. Label elements

GHS-US labeling

Signal word (GHS-US) : **Warning**
Hazard statements (GHS-US) : May form combustible dust concentrations in air.

2.3. Other hazards

Other hazards not contributing to the classification : Wet activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.

2.4. Unknown acute toxicity (GHS-US)

No data available

SECTION 3: Composition/Information on Ingredients

3.1. Substance

Name	Product identifier	%
Activated carbon	(CAS No) 7440-44-0	< 100

3.2. Mixture

Not applicable

SECTION 4: First Aid Measures

4.1. Description of first aid measures

First-aid measures general : If exposed or concerned, get medical attention/advice. Show this safety data sheet to the doctor in attendance. Wash contaminated clothing before re-use. Never give anything to an unconscious person.
First-aid measures after inhalation : IF INHALED: Remove to fresh air and keep at rest in a comfortable position for breathing.
First-aid measures after skin contact : IF ON SKIN (or clothing): Remove affected clothing and wash all exposed skin with water for at least 15 minutes.
First-aid measures after eye contact : IF IN EYES: Immediately flush with plenty of water for at least 15 minutes. Remove contact lenses if present and easy to do so. Continue rinsing.

First-aid measures after ingestion : IF SWALLOWED: Rinse mouth thoroughly. Do not induce vomiting without advice from poison control center or medical professional. Get medical attention if you feel unwell.

4.2. Most important symptoms and effects, both acute and delayed

Symptoms/injuries after inhalation : Not expected to present a significant hazard under anticipated conditions of normal use. Dust may cause irritation to the respiratory system.

Symptoms/injuries after skin contact : Dust may cause irritation.

Symptoms/injuries after eye contact : Dust may cause irritation and redness.

Symptoms/injuries after ingestion : Not expected to present a significant hazard under anticipated conditions of normal use.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available.

SECTION 5: Firefighting Measures

5.1. Extinguishing media

Suitable extinguishing media : Water spray. Carbon dioxide. Dry chemical. Foam. Sand.

Unsuitable extinguishing media : None known.

5.2. Special hazards arising from the substance or mixture

Fire hazard : Dust may be combustible under specific conditions. May be ignited by heat, sparks or flames.

Explosion hazard : Dust may form explosive mixture in air.

Reactivity : No dangerous reactions known under normal conditions of use. Carbon oxides may be emitted upon combustion of material.

5.3. Advice for firefighters

Firefighting instructions : Wear NIOSH-approved self-contained breathing apparatus suitable for the surrounding fire. Use water spray or fog for cooling exposed containers. Evacuate area.

SECTION 6: Accidental Release Measures

6.1. Personal precautions, protective equipment and emergency procedures

General measures : Evacuate area. Keep upwind. Ventilate area. Spill should be handled by trained clean-up crews properly equipped with respiratory equipment and full chemical protective gear (see Section 8).

6.1.1. For non-emergency personnel

No additional information available.

6.1.2. For emergency responders

No additional information available.

6.2. Environmental precautions

Prevent entry to sewers and public waters. Avoid release to the environment. Product is not soluble, but can cause particulate emission of discharged into waterways. Dike all entrances to sewers and drains to avoid introducing material to waterways. Notify authorities if product enters sewers or public waters.

6.3. Methods and material for containment and cleaning up

For containment : Sweep or shovel spills into appropriate container for disposal. Minimize generation of dust.

Methods for cleaning up : Sweep or shovel spills into appropriate container for disposal. Minimize generation of dust. Dispose of material in compliance with local, state, and federal regulations.

6.4. Reference to other sections

No additional information available.

SECTION 7: Handling and Storage

7.1. Precautions for safe handling

Precautions for safe handling : Avoid dust formation. Avoid contact with skin, eyes and clothing. Do not handle until all safety precautions have been read and understood. Wash hands and other exposed areas with mild soap and water before eating, drinking or smoking and when leaving work. Keep away from sources of ignition - No smoking.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Keep container tightly closed in a cool, dry, and well-ventilated place. Keep away from ignition sources.

SECTION 8: Exposure Controls/Personal Protection

8.1. Control parameters

Activated carbon (7440-44-0)*	
OSHA PEL (TWA) (mg/m³)	≤ 5 (Respirable Fraction) ≤ 15 (Total Dust)

*Exposure limits are for inert or nuisance dust. No specific exposure limits have been established for this activated carbon product by OSHA or ACGIH.

8.2. Exposure controls

Appropriate engineering controls	:	Provide adequate general and local exhaust ventilation. Use process enclosures, local exhaust ventilation, or other engineering controls to control airborne levels below recommended exposure limits. Use explosion-proof equipment with flammable materials. Ensure adequate ventilation, especially in confined areas. Wet activated carbon can deplete oxygen from air in enclosed spaces. If use in an enclosed space is required, procedures for work in an oxygen deficient environment should be followed.
Personal protective equipment	:	Gloves. Safety glasses. Protective clothing.Under insufficient ventilation conditions wear respiratory protection.



Hand protection	:	Gloves should be classified under Standard EN 374 or ASTM F1296. Suggested glove materials are: Neoprene, Nitrile/butadiene rubber, Polyethylene, Ethyl vinyl alcohol laminate, PVC or vinyl. Suitable gloves for this specific application can be recommended by the glove supplier.
Eye protection	:	Use eye protection suitable to the environment. Avoid direct contact with eyes.
Skin and body protection	:	Wear long sleeves, and chemically impervious PPE/coveralls to minimize bodily exposure.
Respiratory protection	:	Use NIOSH-approved dust/particulate respirator. Where vapor, mist, or dust exceed PELs or other applicable OELs, use NIOSH-approved respiratory protective equipment.

SECTION 9: Physical and Chemical Properties

9.1. Information on basic physical and chemical properties

Physical state	:	Solid
Appearance	:	Granular, powder, or pelletized substance
Color	:	Black
Odor	:	Odorless
Odor threshold	:	No data available
pH	:	No data available
Relative evaporation rate (butylacetate=1)	:	Not applicable
Melting point	:	Not applicable
Freezing point	:	Not applicable
Boiling point	:	Not applicable
Flash point	:	No data available
Auto-ignition temperature	:	> 325 °C
Decomposition temperature	:	No data available
Flammability (solid, gas)	:	> 325 °C
Vapor pressure	:	Not applicable
Relative vapor density at 20 °C	:	Not applicable
Apparent density	:	0.3 - 0.75 g/cc
Solubility	:	Insoluble
Log Pow	:	Not applicable
Log Kow	:	Not applicable
Viscosity, kinematic	:	Not applicable
Viscosity, dynamic	:	Not applicable
Explosive properties	:	No data available
Oxidising properties	:	No data available
Explosive limits	:	No data available

9.2. Other information

No additional information available.

SECTION 10: Stability and Reactivity

10.1. Reactivity

No dangerous reactions known under normal conditions of use.

10.2. Chemical stability

Stable under use and storage conditions as recommended in section 7.

10.3. Possibility of hazardous reactions

None known.

10.4. Conditions to avoid

Avoid dust formation. Heat. Ignition sources. Exposure to high concentrations of organic compounds may cause bed temperature to rise.

10.5. Incompatible materials

Alkali metals. Strong oxidizing agents.

10.6. Hazardous decomposition products

Carbon monoxide (CO), carbon dioxide (CO_2).

SECTION 11: Toxicological Information

11.1. Information on toxicological effects

Acute toxicity : Not classified

Activated carbon (7440-44-0)	
LD50 oral rat	> 2000 mg/kg

Skin corrosion/irritation : Not classified

Serious eye damage/irritation : Not classified

Respiratory or skin sensitisation : Not classified

Germ cell mutagenicity : Not classified

Carcinogenicity : Not classified

Silica: crystalline, quartz (14808-60-7)	
IARC group	1 - Carcinogenic to humans
The International Agency for Research on Cancer (IARC) has classified "silica dust, crystalline, in the form of quartz or cristobalite" as carcinogenic to humans (group 1). However these warnings refer to crystalline silica dusts and do not apply to solid activated carbon containing crystalline silica as a naturally occuring, bound impurity. As such, we have not classified this product as a carcinogen in accordance with the US OSHA Hazard Communication Standard (29 CFR §1910.1200) but recommmend that users avoid inhalation of product in a dust form.	

Reproductive toxicity : Not classified

Specific target organ toxicity (single exposure) : Not classified

Specific target organ toxicity (repeated exposure) : Not classified

Aspiration hazard : Not classified

Symptoms/injuries after inhalation : Not expected to present a significant hazard under anticipated conditions of normal use. Dust may cause irritation to the respiratory system.

Symptoms/injuries after skin contact : Dust may cause irritation of the skin.

Symptoms/injuries after eye contact : Dust may cause irritation and redness.

Symptoms/injuries after ingestion : Not expected to present a significant hazard under anticipated conditions of normal use.

SECTION 12: Ecological Information

12.1. Toxicity

No additional information available.

12.2. Persistence and degradability

No additional information available.

12.3. Bioaccumulative potential

No additional information available.

12.4. Mobility in soil

No additional information available.

12.5. Other adverse effects

No additional information available.

SECTION 13: Disposal Considerations

13.1. Waste treatment methods

Waste treatment and disposal methods : Vacuum or shovel material into a closed container. Dispose in a safe manner in accordance with local/national regulations. Do not allow the product to be released into the environment.

Additional information : Activated carbon is an adsorbent media; hazard classification is generally determined by the adsorbate. Consult U.S. EPA guidelines listed in 40 CFR 261.3 for more information on hazardous waste disposal.

SECTION 14: Transport Information

14.1. In accordance with DOT

Not classified as hazardous for domestic land transport.

UN-No.(DOT)	: None on finished product
DOT NA no.	: None on finished product
Proper Shipping Name (DOT)	: Not regulated
Department of Transportation (DOT) Hazard Classes	: None on finished product
Hazard labels (DOT)	: None on finished product
Packing group (DOT)	: None on finished product
DOT Quantity Limitations Passenger aircraft/rail (49 CFR 173.27)	: None on finished product

14.2. Transport by sea

Not classified as hazardous for water transport.

IMO / IMDG

UN/NA Identification Number	: None on finished product
UN- Proper Shipping Name	: Not regulated
Transport Hazard Class	: None on finished product

14.3. Air transport

Not classified as hazardous for air transport.

ICAO / IATA

UN/NA No	: None on finished product
UN- Proper Shipping Name	: Not regulated
Transport Hazard Class	: None on finished product
Packing Group	: None on finished product
Marine Pollutant	: None on finished product

14.4. Additional information

Other information : Under the UN classification for activated carbon, all activated carbons have been identified as a class 4.2 product. However, this product type or an equivalent has been tested according to the *United Nations Transport of Dangerous Goods* test protocol for a "self-heating substance" (*United Nations Transportation of Dangerous Goods, Manual of Tests and Criteria, Part III, Section 33.3.1.6 - Test N.4 - Test Method for Self Heating Substances)* and it has been specifically determined that this product type or an equivalent does not meet the definition of a self-heating substance (class 4.2). This information is applicable to the steam activated carbon product described in this document.

SECTION 15: Regulatory Information

15.1. US Federal regulations

FILTRASORB 300
All chemical substances in this product are listed as "Active" in the EPA (Environmental Protection Agency) "TSCA Inventory Notification (Active-Inactive) Requirements Rule" ("the Final Rule"). as of February 2019 or are otherwise exempt.

SARA Section 311/312 Hazard Classes	Physical hazard - Combustible dust

Cobalt (7440-48-4)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory Listed on United States SARA Section 313	
SARA Section 313 - Emission Reporting	0.1 %

15.2. International regulations

No additional information available.

15.3. US State regulations

California Proposition 65

⚠ WARNING: This product can expose you to chemicals including Silica: crystalline, quartz, which are known to the State of California to cause cancer. For more information go to www.P65Warnings.ca.gov.

Component	Carcinogenicity	Developmental toxicity	Reproductive toxicity male	Reproductive toxicity female	No significant risk level (NSRL)	Maximum allowable dose level (MADL)
Silica: crystalline, quartz (14808-60-7)	X					
Titanium dioxide (13463-67-7)	X				Not available	
Cobalt (7440-48-4)	X					

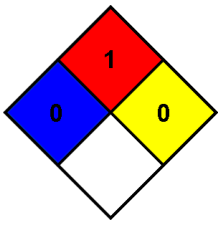
Component	State or local regulations
Aluminum oxide (1344-28-1)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Massachusetts - Right To Know List U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List
Calcium sulfate (7778-18-9)	U.S. - New Jersey - Right to Know Hazardous Substance List
Silica: Crystalline, quartz (14808-60-7)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Massachusetts - Right To Know List
Titanium dioxide (13463-67-7)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Massachusetts - Right To Know List
Cobalt (7440-48-4)	U.S. - New Jersey - Right to Know Hazardous Substance List U.S. - Pennsylvania - RTK (Right to Know) List U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List U.S. - Massachusetts - Right To Know List

SECTION 16: Other Information

Indication of changes : Revision 3.0
Revision Date : 03/13/2020
Other information : Author: RAK/ADK
For internal use only : PR #1

Prepared according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

NFPA health hazard : 0 - Exposure under fire conditions would offer no hazard beyond that of ordinary combustible materials.
NFPA fire hazard : 1 - Must be preheated before ignition can occur.
NFPA reactivity : 0 - Normally stable, even under fire exposure conditions, and are not reactive with water.



HMIS III Rating

Health : 0
Flammability : 1
Physical : 0
Personal Protection :

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product. The information is this document applies to this specific material as supplied. It may not be valid if product is used in combination with other materials. It is the user's responsibility to determine the suitability and completeness of this information for their particular use. While the information and recommendations set forth herein are believed to be accurate as of the date hereof, Calgon Carbon Corporation makes no warranty with respect to the same, and disclaims all liability for reliance thereon.

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ISO and NSF Certifications

NSF

The NSF (formerly the National Sanitation Foundation) is an international, non-profit organization that is dedicated to public health safety and the protection of the environment by developing performance standards for a broad range of products, especially for drinking water applications. NSF maintains a toxic leachate certification process for materials which come into contact with drinking water. Certain CCC products are certified to meet the NSF 42 and 61 standards. Go to NSF.org for a complete product listing for Calgon Carbon Corporation.



MANAGEMENT SYSTEM CERTIFICATE

Certificate no.:
CERT-09424-2003-AQ-HOU-ANAB

Initial certification date:
06 June, 2012

Valid:
27 May, 2024 – 26 May, 2027

This is to certify that the management system of

Calgon Carbon Corporation

15024 US 23, Catlettsburg, KY, 41129, USA

has been found to conform to the Quality Management System standard:

ISO 9001:2015

This certificate is valid for the following scope:

Manufacture, reactivation, and packaging of activated carbon products

Place and date:
Katy, TX, 18 April, 2024

For the issuing office:
DNV - Business Assurance
1400 Ravello Drive, Katy, TX, 77449-5164, USA

Sherif Mekkawy
Management Representative

Lack of fulfilment of conditions as set out in the Certification Agreement may render this Certificate invalid.

ACCREDITED UNIT: DNV Business Assurance USA Inc., 1400 Ravello Drive, Katy, TX, 77449, USA - TEL: +1 281-396-1000. www.dnv.com

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Customer References

FILTRASORB REFERENCES

NAME	CITY	STATE	ADDRESS	CONTACT	NUMBER	LBS
Emerald Coast Utilities	Penascola	FL	9255 Strudevant St	Bobby Rogers	850-969-6626	100,000
Vaughn Water	Bakersfield	CA	10014 Glenn St	Denny Armstrong	661-330-3615	20,000
Sunnyslope	Hollister	CA	3570 Airline Highway	Jim Flice	831-637-4670	45,000
City of Fresno	Fresno	CA	2600 Fresno St	Bob Little	559-621-5355	20,000
City of Lodi	Lodi	CA	1331 South Ham Ln	Lance Roberts	209-333-6800	150,000
Lynn Water & Sewer Commission	Lynn	MA	390 Parkland Ave	Rick Dawe	781-595-5491	270,000
West View Water	Pittsburgh	PA	210 Perry Hwy	Scott McNicol	412-931-3292	1,400,000
Village of Sikes	Sikes	LA	200 Hwy 499N	Brian Owens	318-376-5176	20,000
Acton Water District	Acton	MA	693 Massachusetts Ave	Chris Allen	978-263-9107	40,000
Artesian Water Co	Newark	DE	664 Churchmans Rd	Rob Penman	302-453-6996	200,000
Haverhill Water	Haverhill	MA	131 Amesbury Rd	John D'Aoust	978-374-2385	350,000
Town of Billerica	Billerica	MA	365 Boston Rd	Jerry Garabedin	978-671-0957	54,000

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5

Carbon Exchange Procedures

CARBON EXCHANGE PROCEDURES

**These procedures are general in scope and may differ due to differences in scope for each customer and location.*

A carbon exchange consists of the removal of spent carbon from a filter and the installation of fresh carbon into the filter. The following procedures can also be used for initial carbon fills.

All spent carbon removals are completed hydraulically using the eduction method from the filter into an open dump truck.

The carbon installation can be completed from bulk truck deliveries or from 1,000-pound super sack deliveries. The eduction method can be used for installation from bulk trucks and from super sacks. A crane can be used to dump the carbon from the super sacks directly into the filter, allowing the filter to be filled when high-pressure water is not available.

The following section lists requirements for accomplishing a carbon exchange. The responsible party is noted after each item, either "customer" or Calgon Carbon "CCC". The designation of responsibility is for a typical project but can vary based on the specifications of the project.

1. PROJECT REQUIREMENTS

   For removal of spent carbon or installation of fresh carbon using the eduction method the following is required:

   1. Utilities
      a. A water source of at least 90 to 100 psi at 200 gpm. The supplied water source comes from the closest fire hydrant or a line, which is near a pump (i.e., a surface sweep pump). (Customer)
      b. A 2-1/2" fire hose reduced to 2" FNPT to connect to the eductor supplied by Calgon Carbon. The connection at the eductor is carbon removal and at the trailer for carbon installation. (CCC)
      c. A 3/4" garden hose at the filter for rinsing off the waders used by the labor force for carbon removal and at the trailer to insert in the hopper during carbon installation. (CCC)
      d. A drain to handle the disposal of water used in removing the spent carbon. The drain capacity should be equal to or greater than the water supplied for the carbon removal. (Customer)

2. Manpower
    a. A plant operator to open or close plant water valves. (Customer)
    b. Two (2) or three (3) laborers depending on the extent of work required. (Customer or CCC)
    c. Supervision of installation. (CCC)

3. Miscellaneous
    a. For installation or removal using a bulk trailer, an area large enough to stage one (1) or two (2) trailers is required. The approximate dimensions of a trailer are 51' long x 8"5" wide x 11'6" high. (Customer)
    b. Sufficient storage for the super sacks upon arrival. The recommended storage area is an enclosed building. If this is not available and the carbon is stored outside for an extended period of time, the super sacks should be covered with tarpaulins or plastic and kept away from areas which have inadequate drainage to prevent submersion of any carbon in free-standing water. (Customer)
    c. The necessary equipment (crane and/or forklift) and manpower to receive and stage the carbon in super sacks prior to loading the filters. The carbon can be hydraulically or dry installed. The super sacks weigh 1,000 pounds each, have an 18" discharge chute, and are stacked two (2) high with a pallet under the bottom super sack. (Customer)
    d. The disposal of all super sacks and pallets. (Customer)
    e. All transfer equipment, which includes a hopper, and eductor, a suction hose with wand, a F/F coupler, carbon slurry hoses, and a trough. (CCC)
    f. Transportation for spent carbon return and virgin carbon delivery. (CCC)
    g. Removal/installation sign-off certificates, which require a signature from the site contact and the Calgon Carbon Supervisor. (CCC)
    h. Backwash rate curves to correspond with the product, which is installed. (CCC)

2. PRELIMINARY REQUIREMENTS

Customer should contact their Calgon Carbon Technical Sales Representative ten (10) working days prior to the date they plan to begin the exchange or installation. Subsequent to this notification, Calgon Carbon operations supervisor will work with the customer to reconfirm the start date and determine the equipment required to do the exchange.

3. SPENT REMOVAL - EDUCTION TO BULK TRAILER

a. Prior to spent carbon removal from the filter, the customer must isolate the filter from the treatment mode, complete a backwash, and lower the water level just below the top of the carbon bed so freeboard measurements can be taken.
b. While the filter is being backwashed, Calgon Carbon's supervisor will direct the connection of hoses, eductor and water supply.
c. Take free board measurements, then add water to the filter to a level of 12" to 24" of water above the carbon.
d. The driver prepares his truck to receive the spent carbon by installing a transfer hose to the front of the dump bed and a carbon retention screen on the chute and hooking up a drainage bib to the tailgate (if required) to catch all the water and direct it to a designated drain.
e. The suction hose with a wand is used for removing spent carbon. During carbon removal the operator will be required to add water into the filter to maintain a water level.
f. When it is determined that all the carbon has been removed, backwash the filter for a short amount of time, then take measurements of bed depth to determine if additional material should be removed.
g. When the removal is complete, free board measurements are again taken. Water is added to the filter to a level of 12" to 24" above the sand.

4. CARBON FILL - EDUCTION FROM A BULK TRAILER

a. The virgin carbon trailer is positioned and set up with Calgon Carbon equipment to educt the carbon into the empty filter. Calgon Carbon Corporation Safe Job Procedure OP-5 (attached) will be used to transfer carbon with an aluminum hopper.

b. After the proper carbon level has been installed, the filter should sit overnight in a flooded state and then be backwashed prior to going on line.

   If the filter must go into service immediately, a backwash must be completed. The backwash should begin at a low flow rate and be increased gradually to complete the backwash. A backwash removes any entrapped air or carbon fines, and segregates the carbon bed. The rates are determined by water temperature and are found on product bulletins supplied by Calgon Carbon Corporation.

c. Final freeboard measurements are taken after the backwash has been completed to verify that the proper amount of carbon has been installed.

d. All measurements are recorded on Calgon Carbon's removal/installation certificates and are to be signed by the customer as well as the Calgon Carbon Supervisor upon completion of each filter.

e. The procedure is repeated for each filter to be exchanged.

f. After the total job is complete, all equipment must be returned to Calgon Carbon Corporation, and the work area cleaned up before leaving the site.

5. CARBON FILL - EDUCTION FROM SUPERSACKS

This method is similar to the method described in part D except as follows:

a. Use the free-standing hopper instead of the truck mounted hopper.
b. A crane or fork truck is necessary to bring super sacks from the storage area to the hopper.

6. CARBON FILL USING CRANE AND SUPERSACKS

1. The carbon will be furnished in 1,000-pound super sacks. The super sacks have an 18" discharge chute, and are stacked two (2) high with a pallet under the bottom super sack.
2. Sufficient storage for the super sacks shall be provided. The recommended storage area is an enclosed building. If this is not available and the carbon is stored outside for an extended period of time, the super sacks should be covered with tarpaulins or plastic and kept way from the areas which have inadequate drainage to prevent submersion of any carbon in free-standing water.
3. Add 12" to 24" of water to the filter.
4. A crane can be used to dump the carbon from the super sacks directly into the filter. Continue to add water to keep the carbon submerged.
5. After the proper carbon level has been installed, the filter should sit overnight in a flooded state and then be backwashed prior to going on line.
6. If the filter must go into service immediately, a backwash must be completed. The backwash should begin at a low flow rate and be increased gradually to complete the backwash. A backwash removes any entrapped air or carbon fines and segregates the carbon bed. The rates are determined by water temperature and are found on product bulletins supplied by Calgon Carbon Corporation.
7. Final freeboard measurements are taken after the backwash has been completed to verify that the proper amount of carbon has been installed.
8. All measurements are recorded on Calgon Carbon's removal/installation certificates and are to be signed by the customer as well as the Calgon Carbon Supervisor upon completion of each filter.
9. This procedure is repeated for each filter to be exchanged.
10. After the total job is complete, all equipment must be returned to Calgon Carbon Corporation, and the work area cleaned up before leaving the site.

SUBMITTAL

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Evidence of Insurance

CERTIFICATE OF LIABILITY INSURANCE

6/1/2025

DATE (MM/DD/YYYY) 5/23/2024

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

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

PRODUCER Lockton Companies Three City Place Drive, Suite 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1425108 Calgon Carbon Corporation 3000 GSK Drive Moon Township PA 15108	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** American Guarantee and Liab. Ins. Co. — 26247 **INSURER C :** American Zurich Insurance Company — 40142 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES CALCA **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			GLO 0111179 07	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ XXXXXXX $ 2,000,000 $ 10,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]			BAP 0111180 07	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			AUC 3275984-04	6/1/2024	6/1/2025	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 0111177 07(Ded) WC 0111178 07 (Retro)	6/1/2024 6/1/2024	6/1/2025 6/1/2025	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Contact Information

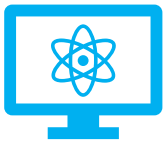
CONTACT US:



1-800-4-CARBON (1-800-422-7266)



DRINKINGWATER.CCC@KURARAY.COM



WWW.CALGONCARBON.COM



CALGON CARBON CORPORATION
3000 GSK DRIVE
MOON TOWNSHIP, PA 15108

2025-014 Addendum 1
Calgon Carbon Corporation
Calgon Carbon Corporation
Supplier Response

Event Information

Number: 2025-014 Addendum 1
Title: Granular Activated Carbon (GAC) Water Filtration Media Exchange
Type: Invitation to Bid
Issue Date: 1/30/2025
Deadline: 2/27/2025 02:00 PM (CT)
Notes: NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the City of Franklin, TN, is receiving sealed written bids until 2:00 p.m. Central Time on February 27, 2025, at which time they will be publicly unsealed, for the following procurement: granular activated carbon (GAC) water filtration media exchange (Solicitation No. 2025-014). Bids must be prepared and submitted in accordance with the City's specifications and other procurement documents pertaining to this solicitation, including any addenda that may be issued, available on the Business Opportunities page of the City's website (https://www.franklintn.gov/) or by contacting City Purchasing (purchasing@franklintn.gov; 615-550-6692). Per T.C.A. § 12-4-116, potential bidders are not required to receive or respond to this procurement solicitation electronically. The City reserves the right to reject any and all bids, and to waive minor informalities.

Contact Information

Contact: City of Franklin Purchasing Office
Address: Purchasing

Franklin City Hall
109 Third Avenue South
Franklin, TN 37064
Phone: US (615) 550 x6692
Email: purchasing@franklintn.gov

Calgon Carbon Corporation Information

Contact: Jeremy Jones
Address: 3000 GSK Drive
Moon Township, PA 15108
Phone: (412) 787-6700
Email: drinkingwater.ccc@kuraray.com
Web Address: www.calgoncarbon.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jeremy J. Jones
Signature

Drinkingwater.ccc@kuraray.com
Email

Submitted at 2/26/2025 03:20:49 PM (CT)

Requested Attachments

Affidavit of Drug-Free Workplace

2025-014.g Affidavit of Drug-Free Workplace - COMPLETED AND SIGNED.pdf

Please upload the City of Franklin Affidavit of Drug-Free Workplace, executed in full.

City of Franklin Affidavit of Non-Collusion

2025-014.e Affidavit of Non-Collusion - COMPLETED AND SIGNED.pdf

Please upload the City of Franklin Affidavit of Non-Collusion, executed in full.

Affidavit of Title VI Compliance

2025-014.f Affidavit of Title VI Compliance - COMPLETED AND SIGNED.pdf

Please upload the City of Franklin Affidavit of Title VI Compliance, executed in full.

Standard Procurement Terms and Conditions

2025-014.h Standard Procurement Terms and Conditions - COMPLETED.pdf

Please upload the City of Franklin Standard Procurement Terms and Conditions, with the bidder’s contact information inserted.

Bidder’s offered agreement or contract

No response

Please upload bidder’s offered agreement or contract, if any, the terms and conditions of which are not inconsistent with the City’s Standard Procurement Terms and Conditions

Identification, listing and description of any exceptions to the procurement solicitation including the Specifications.

No response

Please upload a document here titled "Exceptions" if additional space was needed in the bid attributes tab.

Description of not only the bid services to be rendered but also any goods, products, items, software and/or hardware included in the bid

02.27.25 Franklin TN - F300 Submittal.pdf

Please upload a document here if additional space was needed in the bid attributes tab.

Description of any warranty and/or guarantee of workmanship included in the bid

No response

Please upload a document here if additional space was needed in the bid attributes tab.

Bid Attributes

1 Bidder’s name, street address, and mailing address (if different)

Enter the bidder's name, street address, and mailing address (if different).

Calgon Carbon Corporation, 3000 GSK Drive, Moon Township, PA 15108

2 Bidder’s contact person’s name, title, telephone number and e-mail address:

Enter the bidder’s contact person’s name, title, telephone number and e-mail address.

Jeremy J. Jones, DWS Project Manager, 412-787-6700, drinkingwater.ccc@kurary.com

3 Description of not only any bid services to be rendered but also any goods, products, items, software and/or hardware included in the bid.

Please enter a description of any bid services to be rendered and any goods, products, items, software and/or hardware included in the bid. If additional space is needed, upload a separate document on the response attachments tab.

Removing existing GAC and replacing with new, virgin GAC. Proposed GAC is Filtrasorb 300.

4 Specifications Acknowledgement

Does the bidder take any exceptions to the City's procurement solicitation?

No, bidder takes no exceptions.

5 Specification Exceptions

- List any exceptions taken to the City’s procurement solicitation. Exceptions must be listed separately, described, and compared to the City’s intention as expressed and implied by the City’s solicitation documents. If additional space is required, upload a separate document with the title "Exceptions" on the response attachments tab.
- If no exceptions are taken, enter "NONE TAKEN".

NONE TAKEN

6 City's preferred delivery terms

Are the City's preferred delivery terms (FOB destination, freight prepaid and allowed) acceptable to bidder?

Yes

7 Bidder's requested delivery terms

If the bidder answered "No" to the City's preferred delivery terms (FOB destination, freight prepaid and allowed), enter the bidder's requested delivery terms.

No response

8 City's preferred payment terms

Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?

Yes

9 Bidder's requested payment terms

If the bidder answered "No" to the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later), enter the bidder's requested payment terms.

No response

10 **Estimated time of completion of project after receipt of order (no more than 45 calendar days):**

Enter number of calendar days after receipt of order from the City.

45

11 **Last date bid and pricing is valid and may be accepted by the City**

Enter last date (no sooner than April 30, 2025) that bid and associated pricing is valid and may be accepted by the City.

4/30/2025

12 **Method of payment**

The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by bank credit card, rather than by conventional check. Which electronic payment method the bidder would prefer?

ACH or Electronic Funds Transfer

13 **Signature of first subscription and affirmation of bidder's authorized representative**

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.

This constitutes as your electronic signature. (If submitting by hard copy, sign the paper copy.)

Jeremy J. Jones

14 **Signature of second subscription and affirmation of bidder's authorized representative**

Except for any contract resulting from the submittal of this bid with a total potential value of less than $250,000, by submission of this bid, each bidder, except those with fewer than ten employees, and each person signing on behalf of any such bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that, to the best of its knowledge and belief, such bidder is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel.

This constitutes as your electronic signature. (If submitting by hard copy, sign the paper copy.)

Patrick Madl

15 **Signature bidder's authorized representative**

I affirm that I am authorized by the bidder to sign this Bid Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.

This constitutes as your electronic signature. (If submitting by hard copy, sign the paper copy.)

Jeremy J. Jones

16 **Title of bidder's authorized representative**

Enter the title of bidder's authorized representative.

DWS Project Manager

17 **Contact information for required references**

Bidders shall provide references for similar services provided within the last twelve months from three (3) different accounts/customers/clients. Information to be provided shall include: accounts/customer/client name, accounts/customer/client address, description of services provided, contact name and title, and contact telephone number and e-mail address. If the City of Franklin is a recent accounts/customer/client of the bidder for similar services, then add the City of Franklin to the list of references as a fourth reference.

18	**Reference #1** Enter contact information for reference #1. Emerald Coast Utilities - Penascola FL - 9255 Strudevant St - Bobby Rogers: 850-969-6626
19	**Reference #2** Enter contact information for reference #2. Vaughn Water - Bakersfield CA - 10014 Glenn St - Denny Armstrong: 661-330-3615
20	**Reference #3** Enter contact information for reference #3. Sunnyslope - Hollister CA - 3570 Airline Highway - Jim Flice: 831-637-4670
21	**Reference #4** Enter contact information for reference #4. City of Fresno - Fresno CA 2600 - Fresno St - Bob Little: 559-621-5355
22	**Reference #5** Enter contact information for reference #5. Please see "FILTRASORB REFERENCES" in attachment for further references
23	**Addendum #1 acknowledgement** See previous solicitation 2024-003 Tabulation of Bids, highlighted row for current pricing (added to the attachments tab) and Q&A distributed with this Addendum 2/24/25. ☑ Bidder hereby acknowledges receipt of Addendum #1
24	**Acknowledgement for Q&A distributed 2/24/25** ☑ Bidder hereby acknowledges receipt of Q&A 2/24/25

Bid Lines

1	Total quoted lump-sum bid price for completed project as specified, including proper disposal of spent materials and lab fees: Price: $115,000.00 Total: $115,000.00

Response Total: $115,000.00

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Commonwealth of Pennsylvania - Notary Seal
Jacob Blake, Notary Public
Allegheny County
My commission expires May 11, 2026
Commission number 1413355
Member, Pennsylvania Association of Notaries

State of Pennsylvania)
) SS
County of Allegheny)

Affiant, Jeremy J. Jones, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the DWS Project Manager of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Calgon Carbon Corporation,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

(signature of Affiant) DWS Project Manager
(title of Affiant)

Sworn and subscribed to before me this 12th day of February, 2025

(Notary Public) My Commission Expires: May 11, 2026

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2025-014)

Affidavit of Title VI Compliance

a form required of Bidders and Proposers on purchases of services for the

City of Franklin, Tennessee

Commonwealth of Pennsylvania - Notary Seal
Jacob Blake, Notary Public
Allegheny County
My commission expires May 11, 2026
Commission number 1413355
Member, Pennsylvania Association of Notaries

State of Pennsylvania)
) SS
County of Allegheny)

Affiant, Jeremy J. Jones, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the DWS Project Manager of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Calgon Carbon Corporation,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;

3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;

4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;

5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and

6. This Affidavit is made on personal knowledge.

(signature of Affiant)

DWS Project Manager
(title of Affiant)

Sworn and subscribed to before me this 12th day of February, 2025

(Notary Public)

My Commission Expires: 5/11/2026

Affidavit of Drug-Free Workplace

a form required of Bidders and Proposers on purchases of services for the

City of Franklin, Tennessee

State of Pennsylvania)
) SS
County of Allegheny)

Affiant, Jeremy J. Jones, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the DWS Project Manager of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Calgon Carbon Corporation,
(legal name of entity submitting bid or proposal)
the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;

OPTION 1 (mark here ■):

3. The Bidder or Proposer entity employs five (5) or more employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and

OPTION 2 (mark here □):

6. The Bidder or Proposer entity employs fewer than five (5) employees;

AND:

7. This Affidavit is made on personal knowledge.

Commonwealth of Pennsylvania - Notary Seal
Jacob Blake, Notary Public
Allegheny County
My commission expires May 11, 2026
Commission number 1413355
Member, Pennsylvania Association of Notaries

(signature of Affiant)

DWS Project Manager
(title of Affiant)

Sworn and subscribed to before me this 12th day of February, 2025

(Notary Public)

My Commission Expires: May 11, 2026

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions
City of Franklin, Tennessee

1. Assignment. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party.

2. Successors. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

3. Subcontracting. Vendor may subcontract any portion of the work only with the prior consent of City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply.

4. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to Vendor's performance of all provisions of the contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply.

5. Taxes. As a tax-exempt entity, City shall not be responsible for sales or use taxes incurred for products or services. Upon request, City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.

6. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, 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) City business 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 to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of City:	In the case of Vendor:
City of Franklin	Calgon Carbon Corporation
Attn: Purchasing Manager	Attn: Jeremy Jones
Re: City of Franklin Purchasing Office Solicitation No.	2025-014
Franklin City Hall	
109 3rd Ave. South	3000 GSK Drive
Franklin, TN 37064	Moon Township PA, 15108
E-mail: purchasing@franklintn.gov	drinkingwater.ccc@kurary.com

7. Confidentiality and Proprietary rights. Vendor 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 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 Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) City's failure to disclose such documents or information required to be disclosed by law, or (ii) City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that City impleads Vendor and Vendor assumes control over that claim.

8. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.

9. Arbitration/Mediation. Neither arbitration nor mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply. Neither arbitration nor mediation shall be binding.

10. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, 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.

11. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.

12. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

13. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will, to the extent of such conflict, take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions pursuant to the "Amendment" section below.

14. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, City of Franklin and individual, on or off duty, officers, and employees of City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of City of Franklin.

15. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, 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 any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

16. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply are 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, TN.

17. Termination. Unless City has indicated otherwise in the contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by Vendor, City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by City, Vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already rendered; however, City shall maintain ownership and control of any goods and equipment

purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

18. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under the "Severability" section above, and may also have such other remedies as it may be entitled to in law or in equity.

19. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, then City (i) may cancel the contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from Vendor that submitted the next lowest and best responsive and responsible bid, or Vendor that submitted the next best proposal, if that Vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to City in compliance with its then current purchasing policy; and (iv) may hold the defaulting Vendor liable for all damages provided by law, including cost of cover.

20. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions.

21. Amendment. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section title and signed by an authorized representative of each party.

22. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order, invoice, Vendor terms and conditions or other procurement to which these Standard Procurement Terms and Conditions apply.

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2025-0081)

Attachment No. 3

CERTIFICATE(S) OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
3/13/2025	Lockton Companies, LLC Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	19268890	City of Franklin 109 3rd Avenue S. Franklin, TN 37064	Commercial General Liability Automobile Liability Workers Compensation and Employers' Liability Professional Liability	6/01/2025
				Pollution Legal Liability	6/01/2027

CERTIFICATE OF LIABILITY INSURANCE

6/1/2025

DATE (MM/DD/YYYY) 3/13/2025

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

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

PRODUCER Lockton Companies, LLC Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1470610 Calgon Carbon Corporation 3000 GSK Drive Moon Township PA 15108	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535 **INSURER B :** Berkley Assurance Company — 39462 **INSURER C :** Interstate Fire & Casualty Company — 22829 **INSURER D :** American Zurich Insurance Company — 40142 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 19268890 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	GLO 0111179 07	6/1/2024	6/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ XXXXXXX $ 2,000,000 $ 10,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	BAP 0111180 07	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
D A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 0111177 07(Ded) WC 0111178 07 (Retro)	6/1/2024 6/1/2024	6/1/2025 6/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B C	Professional Liability Pollution Legal Liability	N	N	PCAB 5024976 0624 USL03070824	6/1/2024 6/1/2024	6/1/2025 6/1/2027	$5,000,000 per claim/aggregate $10,000,000 per incident/$15,000,000 agg	

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

City of Franklin is included as additional insured if required by written contract with respect to General Liability and Automobile Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of City of Franklin if required by written contract with respect to General Liability, Automobile Liability, and Workers' Compensation per the terms and conditions of the policy where permitted by state law.

CERTIFICATE HOLDER

19268890
City of Franklin
109 3rd Avenue SOUTH
Franklin TN 37064

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE



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POLICY NUMBER: GLO 0111179 07

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS ADDITIONAL INSURED UNDER THIS POICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PROR TO LOSS	**ALL APPLICABLE**
Information required to complete this Schedule, if not shown above, will be shown in the	

A. Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III — Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: GLO 0111179 07

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS.	IF ANY
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

© Insurance Services Office, Inc., 2012

A. Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III — Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER: BAP 0111180 07

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: CALGON CARBON CORPORATION

Endorsement Effective Date: 6/1/2024

SCHEDULE

Name Of Person(s) Or Organization(s):
ANYONE REQUIRED BY WRITTEN CONTRACT, EXECUTED PRIOR TO THE LOSS, TO BE NAMED AS AN ADDITIONAL INSURED.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II —** Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I —** Covered Autos Coverages of the Auto Dealers Coverage Form.

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Attachment No. 4

INDEMNIFICATION AGREEMENT

Indemnification Agreement

a form required of Bidders and Proposers on purchases of services for the

City of Franklin, Tennessee

State of Pennsylvania)
) SS
County of Allegheny)

On behalf of Bidder/Proposer, Jeremy J. Jones agrees that:
(printed name of person signing Agreement)

1. He or she is the DWS Project Manager of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Calgon Carbon Corporation,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;

3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and

4. This Agreement is made on personal knowledge.

(signature of person whose printed name appears above)

Jeremy J. Jones, DWS Project Manager
(title of person whose printed name appears above)

Sworn and subscribed to before me this 6th day of March, 20 25

(Notary Public)

My Commission Expires: May 11, 2026

Commonwealth of Pennsylvania - Notary Seal
Jacob Blake, Notary Public
Allegheny County
My commission expires May 11, 2026
Commission number 1413355
Member, Pennsylvania Association of Notaries

(Submitted in response to City of Franklin Purchasing Office Solicitation No. _____-_____)

Form revised 12/12/2016

HISTORIC FRANKLIN TENNESSEE

City of Franklin

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

File #: 21-0165

DATE: February 7, 2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Heather Eusebio, Research & Planning Specialist

SUBJECT:
*Consideration Of COF Contract No. 2025-0026, With Erickson Living Properties, LLC For Parkland Impact Fee And Construction Agreement For Erickson Senior Living PUD

PURPOSE:
The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Parkland Impact Fee and Construction Agreement for Erickson Senior Living PUD.

BACKGROUND/STAFF COMMENTS:
The Owner is in the process of developing Williamson County Property Tax Assessor's Map 117 Parcel 117---03104 ("Development Project"), located in Parkland Quadrant 2 of the City, consisting of 1250 dwelling units on the property known as Erickson Senior Living PUD. The Owner intends to develop or cause the development of appurtenances and private parkland amenities ("Parkland Project") consisting of indoor pool, restrooms and pickleball courts on approximately Thirty-Three Hundredths of an acre (0.33 acres), all as more particularly shown and described on Exhibit A.

FINANCIAL IMPACT:
The Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in the City's Parkland Dedication Ordinance: Ordinance 2016-25 and Franklin Municipal Code § 25-405 ("Ordinance"). The Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and 00/100 Dollars ($4,304.00) per dwelling unit. The total Parkland Impact Fee for Owner is Five Million Three Hundred Eighty Thousand and No/100 Dollars ($5,380,000.00).

RECOMMENDATION:
Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2025-0026.

PARKLAND IMPACT FEE AND CONSTRUCTION AGREEMENT FOR PRIVATE USE BETWEEN THE CITY OF FRANKLIN AND ERICKSON LIVING PROPERTIES, LLC CONTRACT NO. 2025-0026

This PARKLAND IMPACT FEE AND CONSTRUCTION AGREEMENT ("Agreement"), made and entered into this_____day of _____ 20__ by and between THE CITY OF FRANKLIN, TENNESSEE ("City") and ERICKSON LIVING PROPERTIES, LLC, ("Erickson" or "Owner") developer of that certain land known as Erickson Senior Living PUD or THE CHAPTER 2 INVESTMENTS TRACT in Williamson County, Tennessee, as more particularly described in Exhibit A attached hereto ("Owner") pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code.

WITNESSETH:

WHEREAS, Chapter 2 Investments, LLC ("Chapter 2") is the current record owner of that certain real property referenced herein as both the Property and the Erickson Senior Living PUD, all as more particularly described on **Exhibit A** hereto, pursuant to that certain Corrective Quitclaim Deed of record with the Register of Deeds for Williamson County, Tennessee, at Book 9643, Page 84;

WHEREAS, Owner is in the process of developing Williamson County Property Tax Assessor's Map 117 Parcel 117---03104("Development Project"), located in Parkland Quadrant 2of the City, consisting of 1250 dwelling units on the property known as Erickson Living PUD; and

WHEREAS, Owner intends to develop or cause the development of appurtenances and parkland amenities ("Parkland Project") consisting of an indoor pool, restrooms, locker rooms, and indoor pickleball courts on approximately Thirty-Three Hundredths of an acre (0.33 acres), all as more particularly shown and described on Exhibit A; and

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

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

WHEREAS, the total Parkland Impact Fee for Owner is Five Million Three Hundred Eighty Thousand and No/100 Dollars ($5,380,000.00); and

WHEREAS, Owner shall pay twenty-five percent (25%) of the Total Parkland Impact Fee obligation at the recording of the first final plat or the issuance of the first building permit when a plat is not required for any property that includes a structure with dwelling units, and the remaining seventy-five percent (75%) shall be paid per permit in the pro-rated amount of Three Thousand Two Hundred Twenty-Eight and 00/100 ($3,228.00) until such time the total obligation has been satisfied. The twenty-five percent (25%) final fee payment and the pro-rated per dwelling unit payment shall only apply to phased platted developments. If the total number of dwelling units is equal to twelve (12) units or less, the total Parkland Impact Fee shall be paid up front. **For all developments platting together fees shall be paid in full**.

WHEREAS, Owner has requested to offset a portion of the costs of construction of these improvements for the Parkland Project against any Parkland Impact Fees due from the Development

Project. The estimated amount of such eligible costs, and the potential offset, was determined by the Parks Department Director, or designee, on January 22, 2025, to be Two Million Six Hundred Ninety Thousand and No/100 Dollars ($2,690,000.00); and

WHEREAS, Owner has agreed to construct the Private Parkland Project as illustrated on Exhibits Aand B and described in detail below for the future enjoyment of the public free of charge, subject to the terms and conditions set forth herein; and

WHEREAS, the Parkland Project as illustrated in Exhibits A and B shall undergo further design and development which may change the size and location of the amenities as currently shown. However, the Parkland Project shall not be altered in any way that modifies the nature and type of use as contemplated in this Agreement as of the date hereof, without the express prior written consent of the City (which shall not be unreasonably withheld, conditioned, or delayed).

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

I. AGREEMENT FOR PARKLAND CONSTRUCTION AND DEDICATION

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.

2. Owner agrees to and has attached all pertinent exhibits to this Agreement prior to the first submittal of this Agreement to the City for review. Owner further understands that failure to provide all pertinent exhibits prior to the first submittal of this Agreement for review will result in a delay in the agreement approval process.

3. Owner agrees to provide the City with a Certificate of Liability Insurance evidencing General Liability insurance at One Million and 00/100 Dollars ($1,000,000.00) per occurrence and Two Million and 00/100 Dollars ($2,000,000.00) aggregate limits that shall reflect the City as Certificate Holder. Owner shall provide this Certificate of Liability Insurance prior to the signing of this Agreement and shall provide an updated Certificate of Liability Insurance as General Liability Insurance renews or changes throughout the term of this Agreement.

4. The total estimated cost of land and/or easement dedication, design, and the cost of labor, equipment, supplies, and materials used to construct the Parkland Project is Three Million Nine Hundred Fifty Thousand Two Hundred Ninety and No/100 Dollars ($3,950,290.00), as more particularly described in Exhibit B, and the estimated total offset to Owner is Two Million Six Hundred Ninety Thousand and No/100 Dollars) upon submittal and approval of supporting documentation. The following costs are specifically excluded and not eligible for an offset: fiscal cost, including interest on money borrowed to finance the construction, cost for utility relocations, and other improvements that benefit the Development Project.

5. As provided in Title 25, Chapter 4 of the Franklin Municipal Code, the eligible offset does not exceed the total Parkland Impact Fees due for the Development Project.

6. Owner shall be responsible for the location and protection of all existing utilities in accordance with State and local laws while utilizing the right-of-way. There shall be no offsets or reimbursement for relocation or protecting public utilities.

7. All improvements, uses, and activities shall comply with the policies established by the City of Franklin Zoning Ordinance and Municipal Code and with the terms and conditions of this Agreement.

8. Upon completion, and prior to acceptance, of the Parkland Project improvements, Owner shall provide reasonable documentation for all such costs and provide notarized release of liens.

9. Organized Events. If an event requires a Special Event Permit, Owner or the sponsoring entity must obtain the permit from the City prior to the event occurring on the Parkland Project area.

10. Final as-built plans shall be submitted immediately following completion of construction activities for the Parkland Project. If the Parkland Project is developed in phases, as-built plans for each phase shall be submitted once the work is complete in that phase. Acceptance of Parkland dedication and construction projects will not be issued until satisfactory as-built plans have been approved by the Parks Department Director and the City Engineer. All aspects of the Parkland Project that have been affected by construction shall be verified and appear on the as-built plans. This would include, but is not limited to the following items:

- All property lines and easements
- New and existing structures (include restrooms, playground equipment, trail/multi-use paths, trail heads, pavilions, pools, etc.)
- Location of all "as-built" work with station and offsets
- Height and location of all fences, walls, screens, trees, and hedges over 42" tall
- All commercial driveways, paved areas, and required parking spaces
- All concealed components with station and offsets (include known buried cables, utilities, drainage structures, etc.)
- All utilities
- File formats shall be in a *.PDF along with either *.DWG, *.DXF, *.DGN, or AutoDACr14
- Two paper sets

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

Concealed components will require documented proof to be submitted with the as-built plans in the form of a certified construction log that has been generated by the design engineer. As-built plans are required to be endorsed by a Tennessee registered professional engineer and or a registered land surveyor.

11. In the case of emergency situations where an unplanned disturbance of the trees, landscaping, and/or the Parkland Project occurs due to natural disaster, the City will perform emergency infrastructure repairs or conduct a public safety/emergency response. The City will minimize the disturbance to the extent feasible and will act swiftly for the purposes of public health, safety, and welfare. The City will bring the site back to substantially similar condition as soon as practicable, subject to budgetary constraints, other priorities that serve the public health, safety, and welfare, seasonal limitations for replacement or planting, and weather delays.

12. The Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement. Notwithstanding the foregoing, this Agreement and all of Owner's obligations set forth herein are expressly contingent upon Owner closing on its purchase of the Property from Chapter 2 and having fee simple title to the Property.

13. This Agreement is non-transferable to the successors or assigns of Owner unless the successor assumes the same obligations of Owner in writing. Any assignment, in whole or in part, shall be provided to the City within fifteen (15) days after the transfer of the Development Project and must be approved by the City's Board of Mayor and Aldermen.

14. Owner shall exercise the rights, privileges, and permission granted herein at Owner's own risk. Owner shall not claim any damages from the City for any injuries or damages, including death, due to the exercise of such rights, privileges, or permission or the condition or use of the non-exclusive, all-access public easement. Owner shall indemnify and hold harmless the City, its Mayor, Aldermen, officers, employees, officials, and agents, from and against all claims, actual damages, actual losses, and actual out-of-pocket expenses, including reasonable attorney's fees for outside counsel and costs, arising out of, resulting from, or in any way connected with the failure of Owner to comply with any of the provisions herein or with the City's direction to remove and/or maintain any trees, landscaping, or portions of the Parkland Project depicted in Exhibits A and B. The City shall not be liable to Owner should Owner's use of the Property be hindered or disturbed. The City will not be liable to Owner for any reason not specifically stated herein.

15. The City and Owner agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.

16. Applicable Law/Choice of Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.

17. Notices. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

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

In the case of Owner:
Megan Wolfinger, Esq.
Vice President, Associate General Counsel
Erickson Living Properties, LLC
701 Maiden Choice Lane
Baltimore, Maryland 21228

With a copy to:

Joshua R. Denton, Esq.
Denton Austin PLC
5120 Virginia Way, Suite C-11
Brentwood, Tennessee 37027
jdenton@dentonaustin.com

18. This Agreement shall be recorded with the Williamson County Register of Deeds with a copy maintained in the City Recorder's office in City Hall, 109 Third Avenue South, Franklin, TN 37064. Upon completion of this Agreement, the City agrees to cover the costs and responsibility associated with recording this Agreement.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only be an instrument of equal formality signed by the respective parties.

20. Personal Liability. No member, Mayor, Alderman, official, or employee of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Owner or successor or on any obligations hereunder.

21. 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 Owner to limit its liability shall be void and unenforceable. The 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 Contractor beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

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

[*Signatures and notary acknowledgements on following pages*.]

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 the City Recorder of the City of Franklin, Tennessee, and that as such, being authorized to do so, have executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office, this_____day of_____, 20___.

_____
NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
J. Blake Harper
Staff Attorney

OWNER: ERICKSON LIVING PROPERTIES, LLC,

By: _____

Print 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 whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 - Central Park

1. Indoor Pool
2. Indoor Pickleball Courts



Erickson SENIOR LIVING™

EXHIBIT B
Erickson Senior Living Parkland Dedication

Description	Quantity	Units	Cost/Unit	Impact Fee
Proposed Independent Living Units	1250	Units	$4,304.00	**$5,380,000.00**
	*Does not include Assisted Living Licensed Beds			
50% Parkland Fee Payment:				$2,690,000.00
50% Parkland Off Set Eligibility:				$2,690,000.00

Parkland Reimbursement Cost

Key	Description	Quantity	Notes	Units	Cost/Unit	Total
Private Parkland, 50% Reimbursement For Construction Cost						
	Indoor Pool and Restrooms					$ 2,512,940.00
	Indoor Pickleball Courts					$ 1,437,350.00
					Total Private Parkland Cost (Design + Construction):	**$3,950,290.00**

Parkland Offset Summary

Total Parkland Impact Fees	**$5,380,000.00**
Maximum Parkland Offset Eligibility (Max 50% of Total Parkland Impact Fee):	**$2,690,000.00**
Total Proposed Parkland Expenditure	**$3,950,290.00**
Maximum Eligible Reimbursement	**$2,690,000.00**

City of Franklin

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

File #: 21-0178

DATE: February 10, 2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Lisa Clayton, Director of Parks
Kevin Lindsey
Heather Eusebio, Research & Planning Specialist
Chris Franklin, Public Works Operations Analyst

SUBJECT:
Consideration Of Ordinance 2025-04, An Ordinance To Amend Chapter 4 Of Title 25 - Section 25-405, Section 25-406 And Section 420 Of The Franklin Municipal Code, Concerning Parkland Impact Fees As Amended

PURPOSE:
The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the amendment to the Parkland Impact Fee Ordinance which foster vibrant and sustainable communities through enhancing quality of life, supporting community infrastructure and equitable development.

BACKGROUND/STAFF COMMENTS:
The City of Franklin reviewed and calculated Parkland Impact Fees and the Parkland Dedication and Construction Off-sets using the most recently approved certified census data and Williamson County Off-sets and Wiliamson County Tax Property Assessment in order to meet the requirements of the City of Franklin Municipal Code Sec. Title 25, Chapter 4, Section 25-415 - Revision of Fees.

FINANCIAL IMPACT:
The Parkland Impact Fee Ordinance was adopted at the current amount of Four Thousand Three-Hundred Four And No/100 Dollars ($4,304.00) per dwelling unit in 2016. In 2020, the Ordinance was amended to allow for clarification of definitions for dwelling units, Parkland dedication, Phase and the Total Parkland Impact Fee. The restructure of the timing of payments collected at the first final plat, or first building permit when a plat is not required, with the remainder of fees collected at a pro-rated rate per permit pulled. In 2023, the Ordinance was amended to include accessory dwelling units, fees being paid in full for 12 dwelling units or less and to allow for both public and private offsets to receive 75% eligible reimbursement. The Parkland Impact Fee Ordinance calls for an update to the fees since the last census. The Parkland Impact Fee for a proposed new residential building shall maintain the same values as in the current Parkland Impact Fee Ordinance with an inflationary increase using the Consumer Price Index ("CPI") for the development cost of a five (5) acre park. The new total Parkland Impact Fee per dwelling unit shall be Five Thousand Two Hundred Sixty-Eight and No/100 Dollars ($5,268.00) per dwelling unit. Twenty-five percent (25%) of the total Parkland Impact Fee for a proposed new building shall be calculated at the time of the first residential

final plat and the prorated amount of Three Thousand Nine Hundred Fifty-One and No/100 Dollars ($3,951.00) for every dwelling unit platted. The new fees referenced in this Ordinance shall have a CPI increase year over year up to a maximum of 5% of the total Parkland Impact Fee. Such increase shall be calculated March 1 of each year. Any future amendments where requiring fee adjustments shall be subject to the then current CPI. When vesting rights for the Development Plan terminate, Parkland Impact Fees shall fall under the current Parkland Impact Fee Ordinance. All Parkland Impact Fee Agreements shall match the current approved Development Plan when pertaining to dwelling unit count.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2025-04.

ORDINANCE 2025-04

AN ORDINANCE TO AMEND CHAPTER 4 OF TITLE 25 SECTION 25-405, SECTION 25-406, AND SECTION 420 TO THE FRANKLIN MUNICIPAL CODE, CONCERNING PARKLAND IMPACT FEES AS AMENDED.

WHEREAS, in order to promote the health, safety, human rights, prosperity, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations and standards to set parkland impact fees to assure the provision of adequate recreational amenities to serve such a new development, by requiring the owner to pay a portion of the Parkland Impact Fees into the given quadrant, based on recent growth in residential developments and are eligible to receive a portion of the required Parkland Impact Fees if recreational amenities are constructed within the given development within the City; and

WHEREAS, the City of Franklin reviewed and calculated Parkland Impact Fees and the Parkland Dedication and Construction Off-sets using the most recently approved certified census data and Williamson County Tax Property Assessment in order to meet the requirements of City of Franklin Municipal Code Sec. Title 25, Chapter 4, Section 25-415 – Revision of Fees*;* and

WHEREAS, the Board of Mayor and Aldermen find that this action to be in the best interest of the City.

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

SECTION I. That Title 25, Chapter 4, Section 25-405 of the City of Franklin Municipal Code is hereby deleted in its entirety and replaced with the following:

Sec. 25-405. - Parkland impact fees.

(1) The Parkland Impact Fee for a proposed new residential building shall maintain the same values as in the current Parkland Impact Fee Ordinance – with an inflationary increase using the Consumer Price Index ("CPI") for the development cost of a five (5) acre park. The new total Parkland Impact Fee per dwelling unit shall be Five Thousand Two Hundred Sixty-Eight and No/100 Dollars ($5,268.00) per dwelling unit.
(2) Twenty-five percent (25%) of the total Parkland Impact Fee for a proposed new building shall be calculated at the time of the first residential final plat and the prorated amount of Three Thousand Nine Hundred Fifty-One and No/100 Dollars ($3,951.00) for every dwelling unit platted.
(3) The new fees referenced in this Ordinance shall have a CPI increase year over year up to a maximum of 5% of the total Parkland Impact Fee. Such increase shall be calculated March 1 of each year.
(4) Any future contract amendments where requiring fee adjustments shall be subject to the then current CPI.

SECTION II. That Title 25 Chapter 4 Section 406 is hereby deleted in its entirety and replaced with the following:

Sec. 25-406. - Contract for parkland impact fees, parkland dedication and/or construction of park 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. All detached accessory dwelling units shall be allowed to move forward to permit stage and will be required to pay Parkland Impact Fees once Agreement is executed. When vesting rights for the Development Plan project terminate, Parkland Impact Fee Agreements shall be governed by the current Parkland Impact Fee Ordinance. All Parkland Impact Fee Agreements shall match the current Development Plan pertaining to dwelling unit count.

SECTION III. That Appendix A, Chapter 25 of the Franklin Municipal Code is hereby deleted in its entirety and the following substituted in lieu thereof and shall take effect beginning July 1, 2025, from and after its passage on third and final reading, the health, safety, and welfare of the citizens requiring it:

CHAPTER 25. – PARKS

Parkland Impact Fee	**$5,268.00 per Dwelling Unit*** * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication, and/or Construction of Park Improvements. * To be eligible to receive up to the full 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-sets, Parkland Construction in Lieu of Parkland Impact Fee Off-sets, and/or Private Park and Recreation Amenities Off-sets, the density of the proposed development and Parkland Impact Fee formula shall require a total amount of parkland dedicated or set-aside equal to or greater than 5-acres. * If the amount of parkland dedicated or set-aside is less than 5-acres, then the developer shall be responsible for paying 25% of the total Parkland Impact Fee per Dwelling Unit. The developer may then be eligible to receive Off-sets on the remaining 75% of the total Parkland Impact Fee obligation.

Parkland Dedication in Lieu of Parkland Impact Fee Off-sets	**(Amount of Parkland Dedicated or set-side x Cost of 1 Acre of Land)*** * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * The value of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set that may be granted shall be based on the amount of land being dedicated (public) or set-aside (private) multiplied by the following 2017 city-wide average price of land per acre: Cost of 1 Acre of Land Located Outside Floodplain: $62,121.00 Cost of 1 Acre of Land Located Inside Floodplain: $45,757.00 * Off-sets for Parkland Dedications of less than 5 acres shall be calculated at 75% of the value of the parkland and improvements with 25% of the total Parkland Impact Fee obligation being designated for Community-type parks in the quadrant in which the fee was collected.
Construction of Public Park Improvements in Lieu of Parkland Impact Fee Off-sets	**Estimated Cost of Construction of Proposed Park Improvements** • Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. • The value of the Offset that may be granted for the Construction of Public Park Improvements shall be based on the actual cost to construct the proposed public park improvements submitted by the Developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement.
Private Park and Recreation Amenities Off-sets	Off-sets may be granted for private park and recreation amenities based on the following criteria: Off-sets for Private Parkland Set-aside for Private Use: Calculated at 25% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount

	Off-sets for Private Parkland Set-aside available for Public Use when in an all-access public easement: Calculated at 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set Amount if the parkland improvement is a project consistent with the Comprehensive Parks and Recreation Master Plan. Off-sets for Construction of Private Park and Recreation Amenities — Not Open to the Public: 25% of the total required amount of $5,268.00 per dwelling unit will go to the City. 50% of the total required amount of $5,268.00 per dwelling unit will be eligible for off-sets if demonstrated in an exhibit and the inspection by the City is approved. Final 25% will go to the City at a pro-rated amount of $3,951.00 per plat until obligation has been satisfied. Off-sets for Construction of Private Park and Recreation Amenities — Open to the Public: Calculated at 100% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project listed in the Comprehensive Parks and Recreation Master Plan.

	Calculated at 75% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project not listed in the Comprehensive Parks and Recreation Master Plan. • Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements Offsets for Construction of Public and Private Park and Recreation Amenities — Both Open and Not Open to the Public:

	25% of the total required amount of $5,268.00 per dwelling unit will go to the City. 75% of the total required amount of $5,268.00 per dwelling unit will be eligible for reimbursement: If private, 25% of the total required amount of $5,268.00 per dwelling unit will be eligible for off-sets if demonstrated in an exhibit and the inspection by the City is approved. If public, 50% of the total required amount of $5,268.00 per dwelling unit will be eligible for off-sets if demonstrated in an exhibit and the inspection by the City is approved. The final 25% will go to the City at a pro-rated amount of $3,951.00 per plat until the obligation has been satisfied.

SECTION IV. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect on or after July 1, 2025, and after its passage on third and final reading, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

By: _____
Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

_____
J. Blake Harper
City Attorney

PASSED FIRST READING _____

PASSED SECOND READING: _____

THIRD AND FINAL READING: _____

Parkland Impact Fee Ordinance Amendment

PRESENTED BY:

ACA PUBLIC WORKS, MARK HILTY

PARKS DIRECTOR, LISA CLAYTON

PARKS FACILITIES SUPERINTENDENT, KEVIN LINDSEY

PARKS RESEARCH AND PLANNING SPECIALIST, HEATHER EUSEBIO

PUBLIC WORKS OPERATIONS ANALYST, CHRIS FRANKLIN

Item/Formula	Parkland Impact Fee Methodology	2017 - 2024 CPI Inflationary development increase only
H (E/F)	Dwelling Units/Acre Parkland Target Service Level (Alt Calc)	69.41
I	Cost of 1 Acre of Land (Non-Floodplain)	$ 62,121.00
K	Cost of 1 Acre of Land (Floodplain & Hillside)	$ 45,757.00
L (I/H)	Cost of Parkland per Dwelling Unit (Non-Floodplain)	$ 894.99
M (K/H)	Cost of Parkland per Dwelling Unit (Floodplain/Hillside)	$ 659.23
N	5 Acre Neighborhood Park Development Cost	**$ 1,517,332.31**
O (H x 5)	Number of DU's Served by 5 Acre Park	347.05
P (N/O)	Cost to Develop a 5 Acre Neighborhood Park per DU	$ 4,372.09
Q (L+P)	Total Parkland Fee Per DU Target Level Of Service	**$ 5,267.08**

Total Fee Per DU

- **Maintain the same values as 2017 for the following**
  - **Dwelling Units per Acre Target Service Level**
  - **Cost per Acre of land**

- **Increase the values for the following**
  - **Inflationary Increase Using CPI for the Development Cost of a 5 Acre Neighborhood Park.**
  - ***New Parkland Impact Fee per dwelling unit: $5,268.00***
  - **New pro rate amount of $3,951.00 for every dwelling unit platted**

- **5% CPI (Consumer Price Index) added to cost of neighborhood park year-over-year (calculated March 1)**

- **Any future Contract amendments where requiring fee adjustments shall be subject to then current CPI.**

Item/Formula	Parkland Impact Fee Methodology	January 1, 2025 Proposed Impact Fee	January 1, 2026 Fee with 5% CPI on Park Cost	January 1, 2027 Fee with 5% CPI on Park Cost	January 1, 2028 Fee with 5% CPI on Park Cost	January 1, 2029 Fee with 5% CPI on Park Cost
L	Cost of Parkland per Dwelling Unit (Non-Floodplain)	$ 894.99	$ 894.99	$ 894.99	$ 894.99	$ 894.99
M	Cost of Parkland per Dwelling Unit (Floodplain/Hillside)	$ 659.23	$ 659.23	$ 659.23	$ 659.23	$ 659.23
N	5 Acre Neighborhood Park Development Cost	**$ 1,517,332.31**	**$ 1,593,198.93**	**$ 1,672,858.87**	**$ 1,756,501.82**	**$ 1,844,326.91**
O	Number of DU's Served by 5 Acre Park	347.05	347.05	347.05	347.05	347.05
P (N/O)	Cost to Develop a 5 Acre Neighborhood Park per DU	$ 4,372.09	$ 4,590.70	$ 4,820.23	$ 5,061.25	$ 5,314.31
Q (L+P)	Total Parkland Fee Per DU Target Level Of Service	**$ 5,267.08**	**$ 5,485.69**	**$ 5,715.22**	**$ 5,956.23**	**$ 6,209.30**

Additional Changes:

- When vesting rights terminate, Parkland Impact Fees shall fall under current Parkland Impact Fee Ordinance
- All Parkland Impact Fee Agreements shall match the current approved Development Plan when pertaining to dwelling unit count



Will take effect on July 1, 2025

City of Franklin

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

File #: 21-0188

DATE: February 11, 2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Tom Marsh, Building and Neighborhood Services Director
Kathleen Sauseda, Housing Development Coordinator

SUBJECT:
Consideration of COF Contract No. 2024-0421, With Hard Bargain Association For The Receipt Of Community Development Block Grant Funds In An Amount Not To Exceed $80,000

PURPOSE:
The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) regarding COF Contract NO 2024-0421. This agreement will reimburse The Hard Bargain Association for costs incurred for the purchase of property to support the further development of two affordable housing units by the Hard Bargain Neighborhood.

BACKGROUND/STAFF COMMENTS:
The Hard Bargain Association continues to preserve the historic Hard Bargain neighborhood by renovating existing homes and building new high-quality affordable, deed-restricted homes. Hard Bargain recently purchased two vacant properties in the neighborhood and this agreement will help offset the costs of requirements to insure the properties meet the R-6 Zoning district qualifications.

FINANCIAL IMPACT:
The $80,000 funding support for this development will come from the City's Community Development Block Grant available funds.

RECOMMENDATION:
Staff recommends that the Board of Mayor and Aldermen approve this agreement with Hard Bargain Association in support of the development of two new affordable, deed-restricted homes.

Docusign Envelope ID: 209CFA66-EBD9-46ED-AE6F-22B7428E7C8E

AGREEMENT BETWEEN THE CITY OF FRANKLIN AND HARD BARGAIN ASSOCIATION FOR THE RECEIPT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
COF Contract No 2024-0421

This Agreement is by and between the City of Franklin, Tennessee (hereinafter "CITY") and Hard Bargain Association (hereinafter called "ORGANIZATION").

WITNESSETH:

WHEREAS, CITY is eligible for entitlement funds through the federal Community Development Block Grant ("CDBG") program; and

WHEREAS, CITY has identified a need to fund a Community Based Development Organization ("CBDO") Program; and,

WHEREAS, ORGANIZATION is experienced in developing Affordable Housing projects, as defined by the United States Department of Housing and Urban Development ("HUD"), and has met the certification requirements of becoming a CBDO; and

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this Agreement according to the provisions as set forth herein.

SECTION 1 - SCOPE OF SERVICES

A. ORGANIZATION will carry out activities necessary for acquisition of vacant land, rehabilitation and resale, new construction, or conversion of a nonresidential to a residential structure for low to moderate income occupants in the City of Franklin. Low to moderate income is defined as households with incomes equal to or less that 80% of median family income for the Metropolitan Statistical Area.

B. When applicable, the work will also include testing, remediating, and clearing structures for lead-based paint hazards. All structures constructed pre-1978 must be tested and cleared for lead-based paint hazards. In the presence of lead-based paint hazards, contractors/workers are required to be certified in and use safe-work practices. A United States Department of Housing and Urban Development (HUD) Environmental Review Report will be required.

C. Incorporated into this Agreement is Exhibit A, the proposal by ORGANIZATION, which is attached hereto and made a part hereof.

SECTION 2 - RESPONSIBILITIES OF PARTIES

A. ORGANIZATION will perform the duties described above and take other actions necessary to accomplish the spirit of this Agreement.

B. ORGANIZATION will submit regular written reports (not less often than quarterly) as directed by CITY detailing the progress of their project.

C. At the request of CITY, ORGANIZATION will periodically send a representative to neighborhood or other public meetings to discuss and promote their project.

D. CITY will provide funding for the program from the Community Development Block Grant program as set forth in Section 3 of this Agreement.

SECTION 3 – COMPENSATION

ORGANIZATION will receive up to **Eighty-Thousand and No/100 Dollars ($80,000.00)** for the services outlined above from the approved Community Development Block Grant program for eligible expenses.

SECTION 4 – TIME OF PERFORMANCE

Services shall start upon the CITY's receipt of this fully executed Agreement and shall be completed within twenty-four (24) months of the date of execution of this Agreement.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

A. CITY shall reimburse ORGANIZATION for services rendered based on submittal of valid invoices for project costs with a description and documentation of work performed. CITY has the option of inspecting the completed work prior to making any payments. Satisfaction with the completed work shall be at the CITY's sole reasonable discretion.

B. Invoices may be submitted monthly while the project is in progress as work is performed. CITY may choose to reimburse the organization for incremental expenses incurred as work is completed and inspected for satisfactory progress.

C. Final payment will be subject to receipt of a final written report that is satisfactory to CITY in the CITY'S sole discretion.

SECTION 6 - NOTICES

All notices under this Agreement shall be in writing and sent by certified mail to the address listed below for each party.

City of Franklin
ATTN: Housing Develop. Coordinator
109 3rd Avenue South
Franklin, TN 37064

Hard Bargain Association
P.O. Box 545
Franklin, TN 37065

SECTION 7 - PROGRAM PROCEEDS

ORGANIZATION is acting as a CBDO and not as a subrecipient under the terms of this Agreement. Revenues generated by activities undertaken by ORGANIZATION with funds provided through this Agreement are not considered to be program income. CITY requires ORGANIZATION to use program proceeds to continue ORGANIZATION'S mission of providing affordable housing. CITY also requires

ORGANIZATION to submit a written statement within thirty (30) days of receipt of any initial program proceeds outlining their intended future use.

SECTION 8 - REVERSION OF ASSETS.

Any real property under ORGANIZATION'S control that was acquired or improved in whole or in part with program funds in excess of Twenty Five Thousand and No/100 Dollars ($25,000.00) shall be either: (i) used to meet one of the national objectives in 24 CFR 570.208 until five (5) years after expiration of the Agreement; or (ii) not used in accordance with the above paragraph (i) of this section, in which event ORGANIZATION shall pay to the CITY an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-program funds for the acquisition of, or improvement to, the property at the CITY's sole reasonable discretion.

SECTION 9 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

ORGANIZATION shall comply with all applicable Federal and State laws and regulations in the performance of this Agreement, including, but not limited to Federal Code 2 CFR 200.318, 2 CFR 200.326, and 2 CFR 200.318 (c)(1).

B. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or State of Tennessee constitutional and/or statutory law-shall be excluded from participation in, or be denied benefits or, or be otherwise subjected to discrimination in the performance of this Agreement.

C. AUDIT REQUIREMENTS

i. This Agreement, as well as any sub-agreement made with other participating agencies, is subject to all administrative requirements in OMB Circulars A-110 and A-122.

ii. CITY hereby notifies ORGANIZATION that a single audit is required for non-profit agencies receiving $300,000.00 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. If required, a copy of the single audit report will be kept on file and made available to CITY staff during sub-recipient monitoring visits and appropriate officials as requested.

D. CONFLICT OF INTEREST

ORGANIZATION agrees to abide by the following requirements with respect to conflicts of interest, and covenants that it presently has no interest, direct or indirect, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. ORGANIZATION further covenants that in the performance of this Agreement no person having such an interest, direct or indirect, shall be employed or retained by ORGANIZATION hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of ORGANIZATION or of any designated public agencies or sub-recipients that are receiving funds under this program.

E. PROCUREMENT STANDARDS AND METHODS

ORGANIZATION shall comply with CITY's current policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds herein.

ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

F. 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 ORGANIZATION 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.

G. ASSIGNMENT

Neither CITY nor ORGANIZATION may assign its rights or delegate its responsibilities under this contract.

H. ENTIRE AGREEMENT AND MODIFICATION

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 Agreement may not be changed except by an amendment expressly referencing this Agreement by section number and signed by an authorized representative of each party.

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 Agreement, 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 Agreement; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

I. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

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J. 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.

K. NO TAXES, NO INTEREST PAYMENTS

As a tax-exempt entity, CITY shall not be responsible for sales or use taxes incurred for products or services. CITY shall supply ORGANIZATION with its Sales and Use Tax Exemption Certificate upon ORGANIZATION's request. ORGANIZATION shall bear the burden of providing its suppliers with a copy of CITY's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. CITY does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

L. 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.

M. TERMINATION

This Agreement may be terminated upon thirty (30) days written notice by either party.

Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement without notice, with all 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.

N. INDEMNIFICATION AND LIMITATIONS OF LIABILITY

The 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 ORGANIZATION beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

O. IRAN DIVESTMENT ACT.

By 1) entering into this Contract and/or by 2) submission of a bid or proposal to the CITY, the ORGANIZATION and each person signing on behalf of any consultant, 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 ORGANIZATION further certifies that it shall not utilize any subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.

P. 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.

Q. LOBBYING

The ORGANIZATION certifies, to the best of its knowledge and belief, that:

a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the ORGANIZATION shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying,'' in accordance with its instructions.

c. The ORGANIZATION shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

R. PUBLIC ACCOUNTABILITY

If the ORGANIZATION is subject to Tenn. Code Ann. § 8-4-401, et seq., or if this Contract involves the provision of services to citizens by the ORGANIZATION on behalf of the State, the ORGANIZATION agrees to establish a system through which recipients of services may present grievances about ORGANIZATION's operation of the service program. The ORGANIZATION shall also display in a prominent place, located near the passageway through which the public enters in order to receive contract-supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating the following:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY THAT YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454

The sign shall be of the form prescribed by the Comptroller of the Treasury. The GNRC shall request copies of the sign from the Comptroller of the Treasury and provide signs to contractors.

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CITY OF FRANKLIN, TENNESSEE

By: _____ Date: _____
Dr. Ken Moore, Mayor

Attest:

_____ Date: _____
Angie Skarp, City Recorder

Approved as to Form:

_____ Date: _____
J. Blake Harper, Staff Attorney

HARD BARGAIN ASSOCIATION:

By: DocuSigned by: Derrick L. Solomon 95DF2D9113EA48B... Date: 1/27/2025

Print Name and Title: Derrick Solomon Executive Director

Docusign Envelope ID: 209CFA66-EBD9-46ED-AE6F-22B7428E7C8E

HARD BARGAIN ASSOCIATION

INVOICE

PO Box 545
Franklin, TN 37065-0545
Phone 615-591-0504

INVOICE #547
DATE: JANUARY 15, 2025

TO:
City of Franklin
109 3rd Ave S.
Franklin, TN 37064

FOR:
Municipal Certified Utility Specific Site work

DESCRIPTION	AMOUNT
HBA PUD II 600 & 606 Denny Denson Way - Hired Municipal Certified Contractor to complete all specific requirements to be following R-6 Zoning qualifications Type K Copper, sewer installation, foundation, footers, ground work and with 1-inch direct tap to main needed for services of both single-family homes for low to moderate income families.	$80,000.00
TOTAL	$80,000.00

Make your check payable to Hard Bargain Association
and mail to: PO Box 545 Franklin, TN 37065-0545
If you have any questions concerning this invoice, contact Derrick L. Solomon at 615-970-2369.
or by email at Derrick@hardbargain.org.

City of Franklin

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

File #: 21-0337

DATE: March 14, 2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Tom Marsh, Building and Neighborhood Services Director
Kathleen Sauseda, Housing Development Coordinator

SUBJECT:
Consideration Of COF Contract No. 2025-0055, With Habitat For Humanity Williamson-Maury For Reimbursement Costs From Community Development Block Grant Funds Toward The Construction Of A New, Affordable, Deed-Restricted Single Family Home In An Amount Not To Exceed $50,000

PURPOSE:
The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2025-0055.

BACKGROUND/STAFF COMMENTS:
The Board of Mayor and Aldermen (BOMA) have recognized that affordable housing is a concern in the City of Franklin. With this contract, the City will assist Habitat for Humanity of Williamson and Maury County to construct a new single-family home on a lot on Natchez Street. Through Resolution 2020-30, the property previously owned by the City was declared surplus property to be used for the construction of affordable housing.

FINANCIAL IMPACT:
The cost of this reimbursement will come from the City's Community Development Block Grant funds.

RECOMMENDATION:
Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2025-0055.

Docusign Envelope ID: 07E5CFD3-8069-4781-BCF8-0D1DC4ACA717

CONTRACT BETWEEN THE CITY OF FRANKLIN AND HABITAT FOR HUMANITY FOR WILLIAMSON-MAURY FOR THE RECEIPT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AS REIMBURSEMENT FOR COSTS ASSOCIATED WITH CONSTRUCTION OF SINGLE-FAMILY HOMES THAT BENEFIT LOW TO MODERATE INCOME RESIDENTS
(COF Contract No. 2025-0055)

This Contract is by and between the City of Franklin, (hereinafter "CITY") and Habitat for Humanity Williamson-Maury (hereinafter called "ORGANIZATION").

WITNESSETH:

WHEREAS, CITY is eligible for entitlement funds through the federal Community Development Block Grant ("CDBG") program; and

WHERAS, CITY has identified a need to fund a Community Based Development Organization ("CBDO") Program; and

WHEREAS, ORGANIZATION is experienced in developing Affordable Housing projects, as defined by the United States Department of Housing and Urban Development ("HUD"); and

WHEREAS, Pursuant to Resolution 2020-30, this CITY-owned property was declared to be surplus real property, was abandoned, and a public purpose for the property was declared. The Board of Mayor and Aldermen declared this property abandoned and directed it be made available for new home construction; and

WHEREAS, CITY will transfer the deed for Lot 1 Natchez & Granbury Subdivision, Parcel #078G, Group B, Parcels 20.00 & 20.01 to Habitat for Humanity Williamson/Maury. Should the property transfer prior to the completed time period of twenty (20) years, a new deed restriction of twenty (20) years shall commence with the new buyer; and

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this contract according to the provisions as set forth herein.

SECTION 1 - SCOPE OF SERVICES

ORGANIZATION will carry out activities necessary for acquisition of vacant land, rehabilitation and resale, new construction, or conversion of a nonresidential to a residential structure for low to moderate income occupants in the City of Franklin. Low to moderate income is defined as households with incomes equal to or less that eighty percent (80%) of median family income for the Metropolitan Statistical Area.

A. The ORGANIZATION is seeking partial reimbursement of the costs incurred in the development of Lot 1 Natchez & Granbury Subdivision, Parcel #078G, Group

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B, Parcels 20.00 & 20.01. Habitat for Humanity Williamson/Maury will build an affordable, twenty (20) year deed restricted home on this lot. The home will meet the current MSA income guidelines.

B. The ORGANIZATION shall expend all CDBG funds to complete the construction project, by December 31, 2027.

A United States Department of Housing and Urban Development (HUD) Environmental Review Report will be required.

SECTION 2 - RESPONSIBILITIES OF PARTIES

A. ORGANIZATION will perform the duties described above and take other actions necessary to accomplish the spirit of this Contract.

B. ORGANIZATION will submit regular reports (not less often than quarterly) as directed by CITY detailing the progress of their project.

C. At the request of CITY, ORGANIZATION will periodically send a representative to neighborhood or other public meetings to discuss and promote their project.

D. CITY will provide funding for the program from the Community Development Block Grant program as set forth in Section 3 of this contract.

SECTION 3 – COMPENSATION

ORGANIZATION will receive **Fifty Thousand and No/100 Dollars ($50,000.00)** for the services outlined above from the approved Community Development Block Grant program for eligible expenses.

SECTION 4 – TIME OF PERFORMANCE

Services shall start upon execution of this Contract and shall be completed by December 31, 2027.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

A. CITY shall reimburse ORGANIZATION for services rendered based on submittal of valid invoices for project costs with a description and documentation of work performed. CITY has the option of inspecting the completed work prior to making any payments.

B. Invoices may be submitted while the project is in progress as work is performed. CITY may choose to reimburse the organization for incremental expenses incurred as work is completed and inspected for satisfactory progress.

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C. Final payment will be subject to receipt of a final report that is satisfactory to CITY.

SECTION 6 - NOTICES

All notices under this Contract shall be in writing and sent to the address listed below for each party.

City of Franklin
Attn: Kathleen L. Sauseda
109 3rd Avenue South
Franklin, TN 37064

Habitat for Humanity Williamson-Maury
109 Noah Drive
Franklin, TN 37064

SECTION 7 - PROGRAM PROCEEDS

ORGANIZATION is acting as a CBDO and not as a subrecipient under the terms of this Contract. Revenues generated by activities undertaken by ORGANIZATION with funds provided through this Contract are not considered to be program income. CITY does require ORGANIZATION to use program proceeds to continue ORGANIZATION'S mission of providing affordable housing. Toward that end, CITY requires ORGANIZATION to submit a written statement within thirty (30) days of receipt of any initial program proceeds outlining their intended future use.

SECTION 8 - REVERSION OF ASSETS.

Any real property under ORGANIZATION's control that was acquired or improved in whole or in part with program funds in excess of $25,000.00 shall be either: (i) used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of the Contract; or (ii) not used in accordance with the above paragraph (i) of this section, in which event ORGANIZATION shall pay to the City of Franklin an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-program funds for the acquisition of, or improvement to, the property.

SECTION 9 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

ORGANIZATION shall comply with all applicable Federal and State laws and regulations in the performance of this Contract, including, but not limited to Federal Code 2 CFR 200.318, 2 CFR 200.326, and 2 CFR 200.318 (c)(1).

B. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or

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State of Tennessee constitutional and/or statutory law-shall be excluded from participation in, or be denied benefits or, or be otherwise subjected to discrimination in the performance of this Contract.

C. AUDIT REQUIREMENTS

i. This Contract, as well as any sub-agreement made with other participating agencies, is subject to all administrative requirements in OMB Circulars A-110 and A-122.

ii. CITY hereby notifies ORGANIZATION that a single audit is required for non-profit agencies receiving $300,000.00 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. If required, a copy of the single audit report will be kept on file and made available to CITY staff during sub-recipient monitoring visits and appropriate officials as requested.

D. CONFLICT OF INTEREST

ORGANIZATION agrees to abide by the following requirements with respect to conflicts of interest, and covenants that it presently has no interest, direct or indirect, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. ORGANIZATION further covenants that in the performance of this Contract no person having such an interest, direct or indirect, shall be employed or retained by ORGANIZATION hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of ORGANIZATION or of any designated public agencies or sub-recipients that are receiving funds under this program.

E. PROCUREMENT STANDARDS AND METHODS

ORGANIZATION shall comply with CITY's current policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds herein.

ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

F. VENUE

In the event of a dispute or litigation arising out of this Contract, it is understood and agreed and that this Contract was executed and performed in Williamson County, Tennessee, and as such, it is agreed by both parties that venue of said litigation, including an action for Declaratory Judgment, will be in Williamson County, Tennessee.

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G. ASSIGNMENT

Neither CITY nor ORGANIZATION may assign its rights or delegate its responsibilities under this contract.

H. ENTIRE CONTRACT AND MODIFICATION

The Contract 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 Contract. The terms and conditions of this Contract may not be changed except by an amendment expressly referencing this Contract by section number and signed by an authorized representative of each party.

If seeking any addition or modification to the Contract, 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 Contract 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.

I. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby, and all other parts of this Contract shall nevertheless be in full force and effect.

J. TIME OF THE ESSENCE

The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Contract.

K. NO TAXES, NO INTEREST PAYMENTS

As a tax-exempt entity, CITY shall not be responsible for sales or use taxes incurred for products or services. CITY shall supply ORGANIZATION with its Sales and Use Tax Exemption Certificate upon ORGANIZATION's request. ORGANIZATION shall bear the burden of providing its suppliers with a copy of CITY's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. CITY does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

L. WAIVER

Neither party's failure or delay to exercise any of its rights or powers under the Contract will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver

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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.

M. TERMINATION

This Contract may be terminated upon thirty (30) days written notice by either party.

Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract without notice, with all 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.

SECTION 10 – SIGNATURES

THE CITY OF FRANKLIN

By: _____ **Date:** _____
Dr. Ken Moore
Mayor

Attest:

_____ **Date:** _____
Angie Skarp
City Recorder

Approved as to Form:

_____
J. Blake Harper
Staff Attorney

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Habitat for Humanity Williamson-Maury

By: DocuSigned by: Kim Randell 80EEAC96E17E444... **Date:** 3/14/2025

Its: KR

Docusign Envelope ID: 07E5CFD3-8069-4781-BCF8-0D1DC4ACA717

Habitat for Humanity® Williamson-Maury

We build **strength**, **stability**, **self-reliance**, *and* **shelter**.

Request for Funds (RFF) for the Transfer and Development of Surplus Property for Affordable Housing at 409 Natchez Street, Franklin, TN

Submitted to: City of Franklin, TN

Submitted by: Habitat for Humanity Williamson-Maury

Date: February 21, 2025

Subject: Request for Transfer of Surplus Property and Allocation of Development Funds

Background & Purpose

Habitat for Humanity Williamson-Maury (HFHWM) respectfully submits this Request for Funds (RFF) to the City of Franklin for the transfer of a city-owned lot located at the corner of Natchez Street and Granbury Drive, which has been declared surplus. HFHWM is committed to utilizing this property to build an affordable, deed-restricted home in alignment with the City's goals of expanding housing opportunities for low-to-moderate-income families.

The City of Franklin recognizes that a variety of housing options will contribute to the vitality of our community and has additionally committed to allocating **$50,000** toward its development. HFHWM is honored to partner with the City to bring this vision to fruition, ensuring that a local family in need achieves safe, stable, and affordable homeownership.

Project Scope & Funding Request

HFHWM requests the following from the City of Franklin:

1. **Transfer of Property**
   - Official conveyance of the surplus lot at 409 Natchez Street to Habitat for Humanity Williamson-Maury.
   - All necessary documentation and approvals to facilitate the transfer for affordable housing use.
2. **Funding Allocation**
   - HFHWM will seek reimbursements of COF CDBG funds of up to $50,000 after work is completed by submitting a paid invoice after the work has begun to develop the property, i.e., groundbreaking, grading, and driveway.
   - These funds will be used for site preparation, infrastructure improvements, and initial construction costs to ensure the home is built efficiently and affordably and will be expended by December 31, 2027.

Project Impact

The development of this property will:

- Provide an affordable home for a qualifying family in need.
- Support the City's commitment to increasing affordable housing options.
- Preserve the character of the Natchez area while contributing to neighborhood stability.

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Habitat for Humanity® Williamson-Maury

We build **strength**, **stability**, **self-reliance**, *and* **shelter**.

- Leverage HFHWM's proven model of homeownership, which empowers families through affordable mortgages and sweat equity.

Next Steps & Timeline

HFHWM is prepared to move forward with planning and permitting upon approval of this request.

Preliminary estimated timeline:

Property Transfer & Agreement Execution	March 2025
Site Preparation & Permitting 4-6 months	July - September 2025
Homebuyer Selected & Construction Begins	July/September 2025
Completion & Homebuyer Move-in	May/June 2026

We appreciate the City of Franklin's ongoing support for affordable housing initiatives and look forward to collaborating on this project. Please let us know if additional information is required to facilitate approval and next steps.

Sincerely,

Kim Randell

Kim Randell
CEO, Habitat for Humanity Williamson-Maury
krandell@hfhwm.org
615-550-5616

City of Franklin

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

File #: 21-0281

DATE: March 19, 2025

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
Chelsea Randolph, Principal Planner

SUBJECT:
Consideration Of Resolution 2025-12, A Resolution Adopting A Plan Of Services For The Annexation Of 4356 South Carothers Road, By The City Of Franklin, Tennessee. Establishing A Public Hearing On May 13, 2025
FMPC 3/27/25, 9-0

PURPOSE:

PROJECT INFORMATION
COF Project Number: 8690
Applicant: Greg Gamble, Gamble Design Collaborative
Owner: Mike Ford, Ford Custom Home Builders

BACKGROUND/STAFF COMMENTS:
The applicant is requesting a Plan of Services for a property located at 4356 South Carothers Road. Resolution 2025-212 is a City of Franklin drafted Plan of Services for property being considered as part of the proposed request for annexation, Resolution 2025–11. The property is located within the Milcrofton service area. Water availability will be approved and provided through Milcrofton prior to annexation. The property is located within the Goose Creek Basin service area. This Basin is identified as a short-term annexation capability area due to its proximity to existing city limits, future land uses, and existing and planned investments in infrastructure. The Draft Plan of Services details no major concerns in providing infrastructure and services to the property. All access points shall comply with the City of Franklin Transportation & Street Technical Standards. No additional personnel or equipment will be necessary for either Fire or Police Protection, but the Sanitation & Environmental Services Department requires additional personnel and equipment to serve the annexation in the near future as this area is experiencing rapid growth.

PROJECT CONSIDERATION
The Plan of Services and Annexation request includes one parcel. However, the rezoning and development plan includes an existing PUD (Colletta Park) which is already within the City limits.

FINANCIAL IMPACT:
Unknown.

RECOMMENDATION:

Franklin Municipal Planning Commission recommends approval of Resolution 2025-12 by a vote of 9-0.
Staff recommends that the Board of Mayor and Aldermen approve Resolution 2025-12.

RESOLUTION 2025-12

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF 4356 SOUTH CAROTHERS ROAD, BY THE CITY OF FRANKLIN, TENNESSEE.

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

WHEREAS, Mike Ford Custom Home Builders, LLC, (Owner) of property located at 4356 S. Carothers Road (Property) petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee (City), to annex the Property contiguous the City limits and located within the Franklin Urban Growth Boundary (UGB); and

WHEREAS, the Property is located at 4356 South Carothers Road, contiguous to the City limits, within the Urban Growth Boundary, and as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
089---04100	5.86
Total	5.86

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

WHEREAS, the Plan of Services has been submitted to the Franklin Municipal Planning Commission for study and a written report as required by T.C.A. § 6-51-102, as amended; and

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

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

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

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

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

A. Water

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

B. Reclaimed Water

1. According to the City of Franklin's Municipal Code, reclaimed water systems shall be extended to a development if the development is located within 1,000 feet of an existing reclaimed water line.
2. In the case of this Property, a greater than 4,600-foot extension would be required to serve the Property. For this reason, reclaimed water will not be required to be extended to the Property.

C. Wastewater

1. The Property lies within the Goose Creek Basin as defined in the City of Franklin Sanitary Sewer Basin Study.
2. The proposed development of the Property is anticipated to construct single family homes.
3. The Owner shall be required to extend the internal sanitary sewer through the property to connect to sanitary sewer being constructed as part of COF Development Plan #8691 and eventual approved site plan to provide service to the Property.
4. The Owner shall be required to submit engineering calculations to determine final sizing requirements.
5. The Owner shall be required to provide Engineering design, construction, easements, rights-of-way and the costs associated with the on-site sanitary sewer infrastructure required to serve the development of this Property.
6. The Owner shall be responsible for the payment of fees per the policies and procedures outlined in Franklin Municipal Code

D. Stormwater

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

E. Streets

1. 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.

F. Traffic Control

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

G. Street Lighting

1. No off-site street lighting is proposed at this time.
2. Street lighting within new developments shall be funded and installed by the Owner per City policy, which includes the installation of electric meters to allow for future ownership and

maintenance by the City or homeowners association. The installation and operation of street lights shall coincide with the phasing of development and issuance of Certificates of Occupancy.

H. Street Name Signs

1. No additional street name signs in the area have been deemed necessary.
2. New development shall install street name signs per City policy.

I. Fire Protection

1. Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on and after the effective date of annexation.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.

J. Planning and Zoning

1. The planning and zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
2. Envision Franklin designates the property as Mixed Residential, a residential neighborhood concept consisting of a combination of single-family dwellings, big houses, duplexes and townhouses.
   Upon annexation, the Property will be zoned by the Board of Mayor and Aldermen to a Zoning District and any applicable Overlay Zoning District(s), pursuant to the requirements of the Franklin Zoning Ordinance. If the Owner has requested the Planned District, they shall be required to submit a Development Plan, pursuant to the Franklin Zoning Ordinance.

K. Parks and Recreation

1. The benefit and use of the recreational facilities and programs provided by the Parks Department will be available on and after the effective date of the annexation. Recreational facilities and programs will be provided with existing personnel, facilities and resources.
2. New development in the annexed area shall comply with the City of Franklin Parkland Impact Fees and Parkland Dedication Ordinance 2016-25. The Ordinance can be found at https://library.municode.com/tn/franklin/codes/code_of_ordinances.

L. Police Protection

1. Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation.
2. Police services will be provided with existing personnel and equipment.

M. Building and Code Inspection Services

1. Building and code inspection services will begin in the annexed area on and after the effective date of the annexation.
2. New development in the annexed area shall comply with adopted City Building Codes, pay the applicable fees, and obtain the required permits for inspection services.

N. Garbage and Recycling Pickup and Environmental

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. Additional manpower and equipment will be necessary to serve the annexation area in the near future as this area is experiencing rapid growth.

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

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2025.

ATTEST:

BY:_____
Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

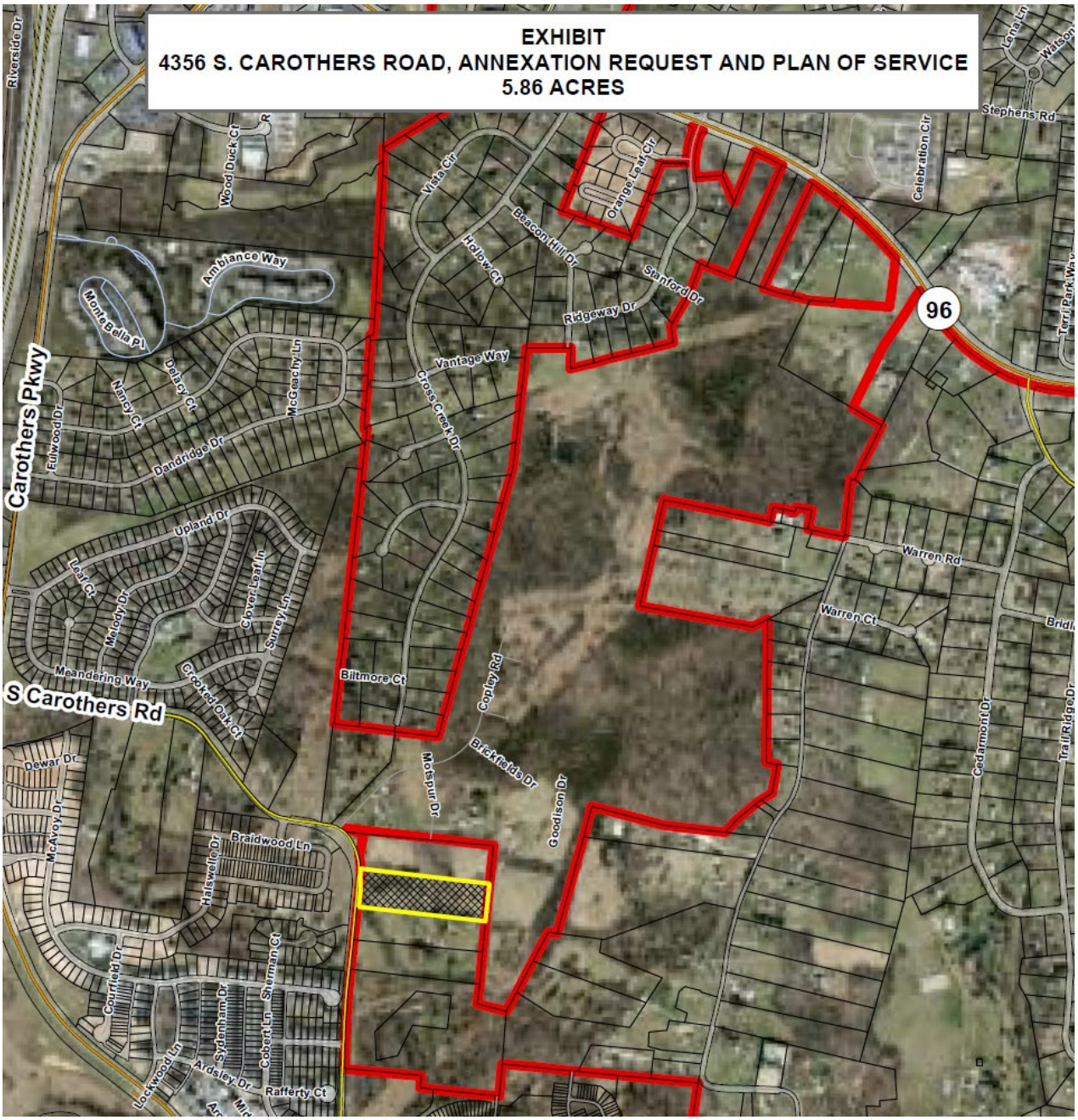
BY: _____
Dr. Ken Moore
Mayor

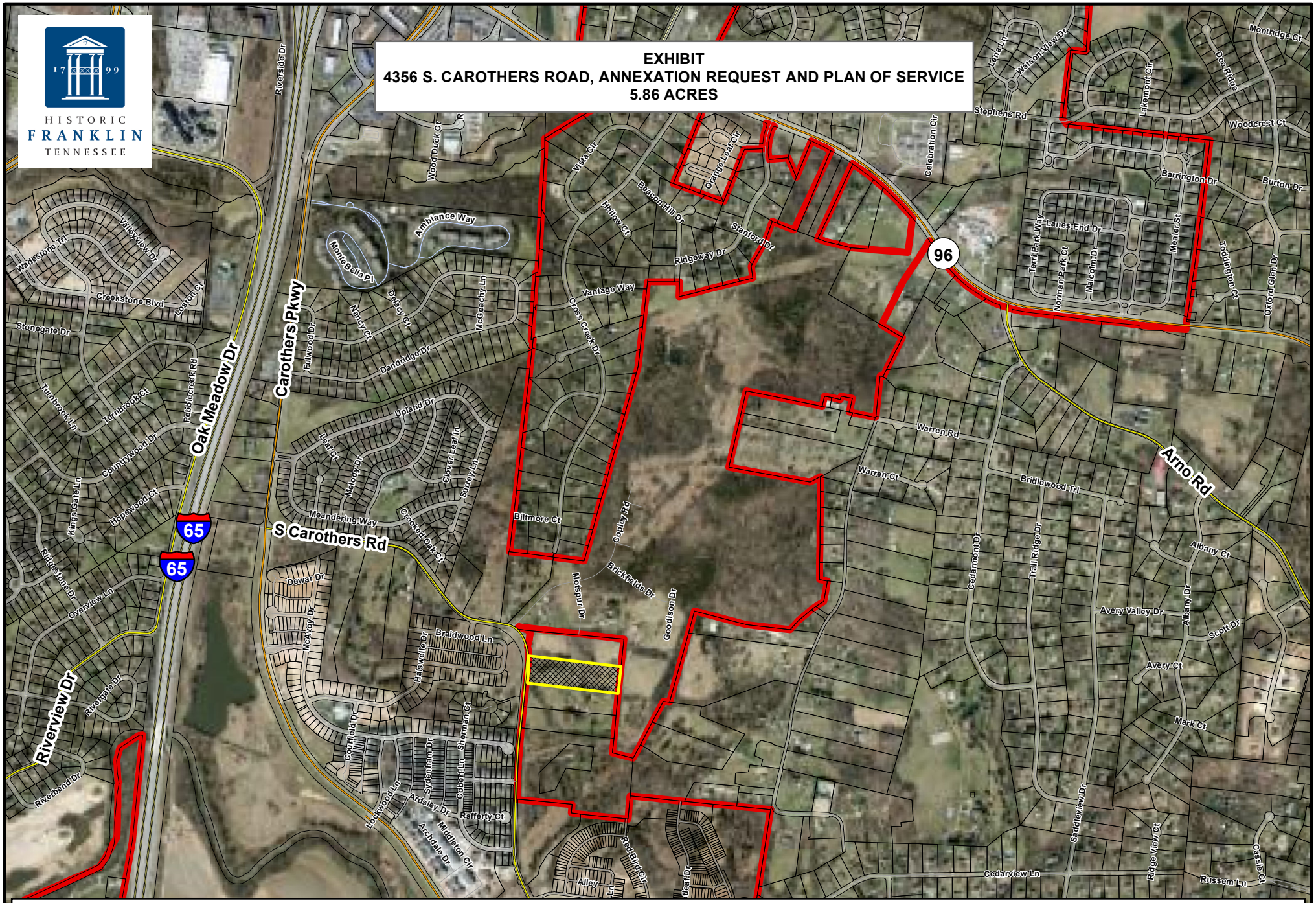
Approved as to form by:

_____
Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED: _____

PUBLIC HEARING HELD: _____


EXHIBIT
4356 S. CAROTHERS ROAD, ANNEXATION REQUEST AND PLAN OF SERVICE
5.86 ACRES
Riverside Dr
Wood Duck Ct
Vista Cir
Orange Leaf Cir
Stephens Rd
Celebration Cir
Beacon Hill Dr
Hollow Ct
Stanford Dr
Ridgeway Dr
96
Ambiance Way
MonteBella Pl
Carothers Pkwy
Delacy Ct
Nancy Ct
McGeachy Ln
Fulwood Dr
Dandridge Dr
Vantage Way
Cross Creek Dr
Upland Dr
Leaf Ct
Melody Dr
Clover Leaf Ln
Surrey Ln
Meandering Way
Crooked Oak Ct
S Carothers Rd
Biltmore Ct
Copley Rd
Brickfields Dr
Motspur Dr
Goodison Dr
Warren Rd
Warren Ct
Cedarmont Dr
Trail Ridge Dr
Dewar Dr
McAvoy Dr
Braidwood Ln
Halswelle Dr
Courfield Dr
Sydenham Dr
Cobert Ln
Sherman Ct
Lockwood Ln
Ardsley Dr
Rafferty Ct


HISTORIC
FRANKLIN
TENNESSEE
EXHIBIT
4356 S. CAROTHERS ROAD, ANNEXATION REQUEST AND PLAN OF SERVICE
5.86 ACRES
Legend
4356 S. Carothers Road
City Limits
N
0 250 500 1,000 1,500 2,000
Feet
This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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APPLICANT & LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
3020 STANSBERRY LANE
SUITE 201
FRANKLIN, TN 37069
615-975-5765
greg.gamble@gdc-tn.com

ENGINEER:
KIMLEY-HORN
RYAN McMASTER
10 LEA AVENUE, SUITE 400
NASHVILLE, TN 37210
615-330-1749
ryan.mcmaster@kimley-horn.com

DEVELOPER/OWNER:
FORD COLLETTA LLC.
MIKE FORD
554 FRANKLIN RD SUITE 300
FRANKLIN, TN 37069
615-503-9727
chad.gore@mikefordbuilders.com

4356 SOUTH CAROTHERS ROAD

ANNEXATION REQUEST
PD(1.27 DUA)

Franklin, Williamson, Tennessee

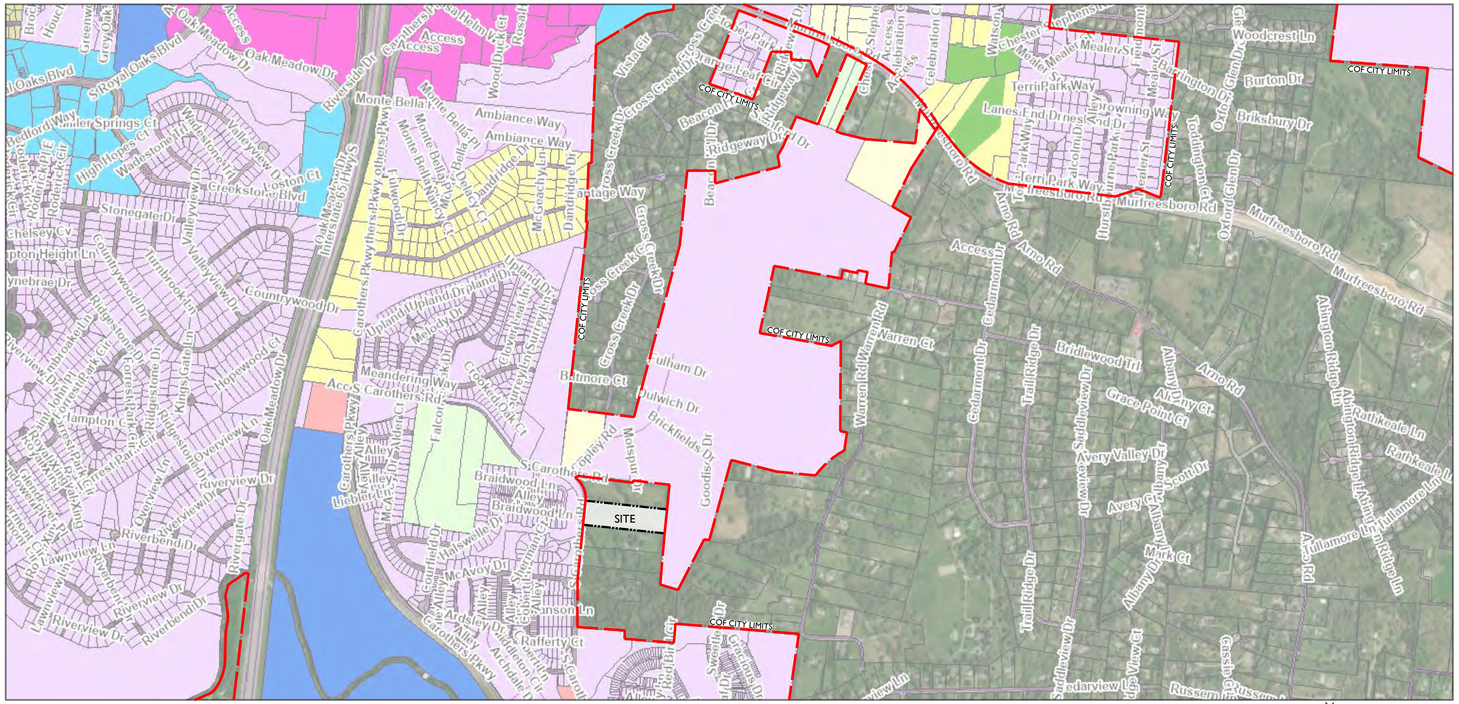
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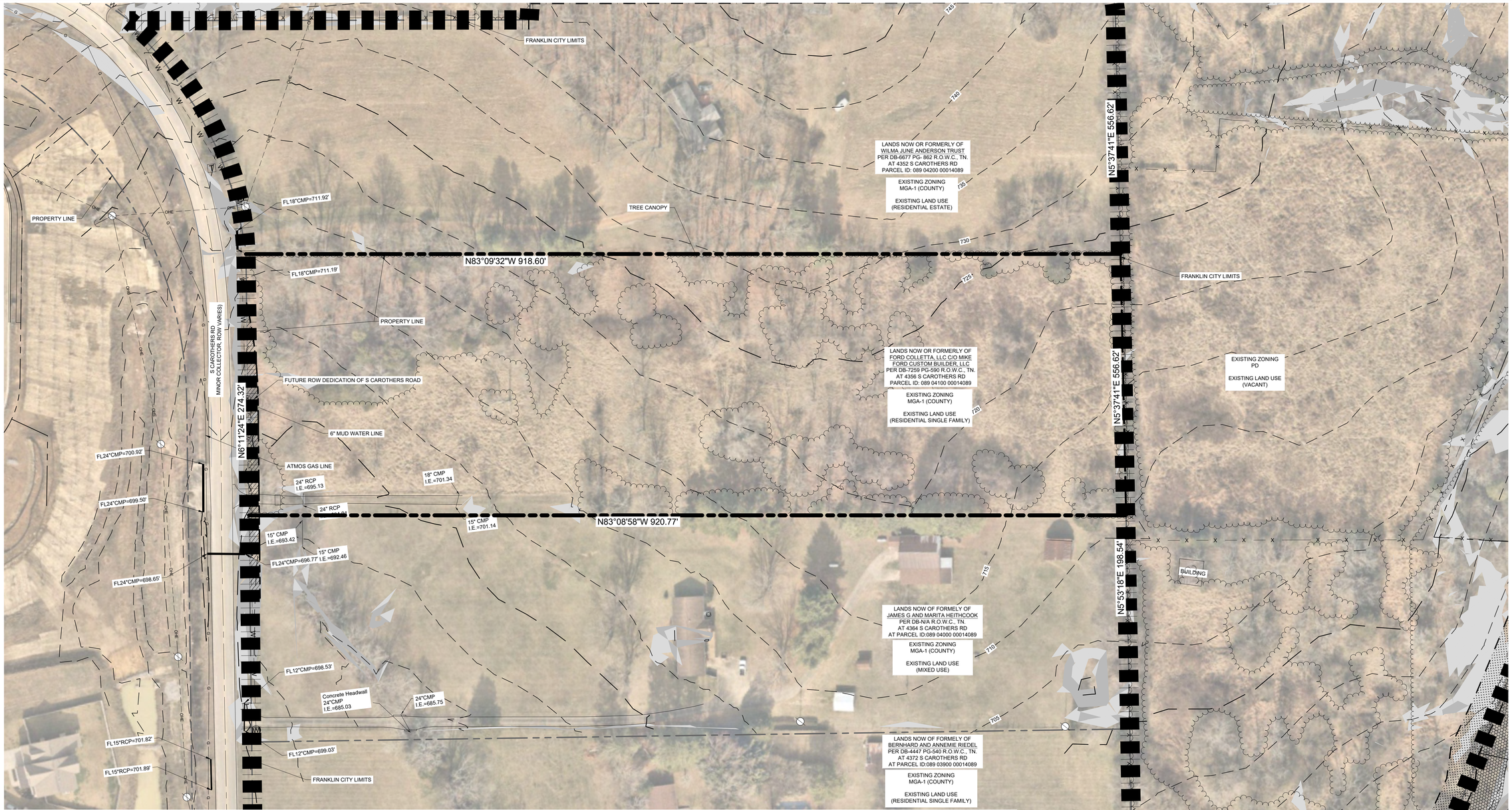
SUBDVISION/DEVELOPMENT:	**4356 SOUTH CAROTHERS ROAD - ANNEXATION REQUEST**
COF PROJECT NUMBER:	XXXX
TAX MAP & PARCELS:	089-04100
ADDRESS	4356 SOUTH CAROTHERS ROAD
CITY:	ANNEXATION REQUEST TO FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TN
POSTAL CODE:	37069
SITE ACREAGE/SF:	5.86 AC / 255,262 SF
REGULATIONS	
EXISTING ZONING:	MGA-1(COUNTY)
PROPOSED ZONING:	PUD (1.27 DUA)
OVERLAY ZONING:	N/A
BUILDING TYPES APPLIED:	TOWNHOUSE
FRONTAGE TYPES APPLIED:	YARD URBAN
EXISITING LAND USE:	RESIDENTIAL
PROPOSED LAND USE:	RESIDENTIAL
ENVISION FRANKLIN DESIGN CONCEPT	MIXED RESIDENTIAL

NOTE*: THIS ANNEXATION REQUEST IS ASSOCIATED WITH THE COLLETTA PARK PUD SUBDIVISION DEVELOPMENT PLAN - REVISION 1 SUBMITTAL (COF#XXXX).

SHEET INDEX

C0.0 COVER SHEET
C1.0 EXISTING CONDITIONS


SITE
COF CITY LIMITS
Monte Bella Dr
Ambiance Way
Oak Meadow Dr
Riverside Dr
Carothers Pkwy
Access
Gross Creek Dr
Ridgeway Dr
Bencorr Dr
Fulham Dr
Dulwich Dr
Baltimore Ct
Brickfields Dr
Goodlis Dr
Coplay Rd
S Carothers Rd
Meandering Way
Oak Meadow Dr
Riverview Dr
Riverbend Dr
Lawnview Dr
Overview Ln
Valley View Dr
Greekstone Dr
Stonegate Dr
Hopewood Ct
Countrywood Dr
Chelsey Cv
Hampton Ct
Vinebrae Dr
Upland Dr
Mallard Dr
Woodcock Ct
Falcon Ct
Alley
Braidwood Dr
Swilley Dr
McAvoy Dr
Hanson Ln
Rafferty Ct
Archdale Ct
Wood Duck Ct
Rosalie Ln
Vista Ct
Celebration Cir
Gateway Blvd
Terri Park Way
Lanes End Dr
Murfreesboro Rd
Arno Rd
Access
Cedarmont Dr
Warren Ct
Warren Rd
Trail Ridge Dr
Bridlewood Trl
Avery Valley Dr
Avery Ct
Grace Point Ct
Avery Park Dr
Mark Ct
Albany Dr
Sedgeview Dr
Sedgeview Ln
Cedarview Ln
Russell Ct
Wooderest Ln
Burton Dr
Briksbury Dr
Oxford Glen Dr
Toddington Ct
Barrington Dr
Meadow Ln
Meadow Park Dr
Meadow Park Ct
Meadow Park Cir
Meadow Park Ln
Meadow Park Pl
Meadow Park Way
Meadow Park Trl
Meadow Park Blvd
Meadow Park Ct
Meadow Park Dr



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 AND TOPO SURVEY PREPARED BY JTA LAND SURVEYING, INC., DATED 06/04/2024, AND A TOPO SURVEY PREPARED BY ENERGY LAND & INFRASTRUCTURE DATED 04/20/2024. ADDITIONALLY, OFFSITE INFORMATION FROM S CAROTHERS ROAD CONSTRUCTION IS PROVIDED PER CITY OF FRANKLIN PROJECTS #7151 & #7698. 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 PARRY OTHER THAN THE OWNER.
5. THIS PROJECT IS NOT LOCATED IN A FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 47187C0214GF, DATED DECEMBER 22, 2016 ; 47187C0220F, DATED SEPTEMBER 29, 2006.

NOTE

THIS ANNEXATION REQUEST IS ASSOCIATED WITH THE COLLETTA PARK PUD SUBDIVISION DEVELOPMENT PLAN - REVISION 1 SUBMITTAL (COF# XXXX)

STATEMENT OF IMPACTS

THE TRAFFIC IMPACT STUDY INDICATES THAT OFF-SITE ROADWAY IMPROVEMENTS ALONG SOUTH CAROTHERS WILL BE REQUIRED BASED ON THE PROJECTED TRIPS.

WATER WILL BE PROVIDED VIA AN 8" PUBLIC WATER MAIN OFF A 24" WATER MAIN EXTENSION FROM S CAROTHERS TO THE EXISTING WATER TOWER ON SITE. THE PROJECT SITE IS SERVICED BY MILCROFTON UTILITY DISTRICT.

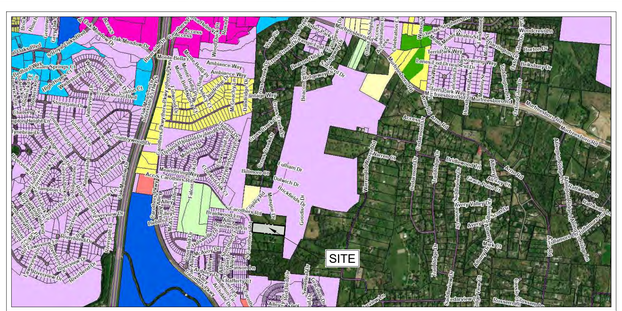
SANITARY SEWER WILL BE PROVIDED VIA AN 8" SEWER EXTENSION CONNECTING TO AN 12" SEWER CONNECTION TO THE NEARBY SIMMIONS RIDGE DEVELOPMENT.

THERE WILL BE APPROXIMATELY 16.17 ACRES OF IMPERVIOUS AREA ADDED ON SITE.

STORMWATER WILL BE DETAINED IN ABOVE GROUND DETENTION PONDS SUCH THAT RUNOFF IN THE POST-DEVELOPMENT CONDITION WILL NOT EXCEED RUNOFF IN THE PRE-DEVELOPMENT CONDITION.

SITE SLOPE TABLE

	14% - 19.99%
	20% and above



SITE VICINITY MAP

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
4031 Aspen Grove Drive, Franklin, TN 37067|Main: 615 844 2573 | www.kimley-horn.com
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FORD CLASSIC HOMES

4356 S CAROTHERS ROAD ANNEXATION REQUEST

Franklin, Williamson County, Tennessee

WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURE & COMMERCE
No. 127919
STATE OF TENNESSEE
07/15/2024

Revision Date

EXISTING CONDITIONS
SHEET
C1.0

HISTORIC FRANKLIN TENNESSEE

City of Franklin

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

File #: 21-0280

DATE: March 19, 2025

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
Chelsea Randolph, Principal Planner

SUBJECT:
*Consideration Of Resolution 2025-11, A Resolution To Annex One Property, Consisting Of 5.86 Acres, Located At 4356 South Carothers Road And Adjoining The City Limits Within The Eastern Part Of The Franklin Urban Growth Boundary (UGB). Establishing A Public Hearing On May 13, 2025
FMPC 3/27/25, 9-0

PURPOSE:

PROJECT INFORMATION
COF Project Number: 8690
Applicant: Greg Gamble, Gamble Design Collaborative
Owner: Mike Ford, Ford Custom Home Builders

BACKGROUND/STAFF COMMENTS:
The property being considered for annexation is located east of South Carothers Road and south of Murfreesboro Road. It is contiguous to the City limits and is within the eastern limits of the City's Urban Growth Boundary (UGB). This property falls into the Goose Creek drainage basin. The Goose Creek basin has been identified as a short-term annexation capability area. The subject properties requesting annexation are within the Mixed Residential Design Concept as defined by the Envision Franklin Land Use Plan. It is the intention of the applicant to develop the property into townhome residential lots. A rezoning and development plan for the subject property are also included on this agenda.

PROJECT CONSIDERATION
The Plan of Services and Annexation request includes one parcel. However, the rezoning and development plan includes an existing PUD (Colletta Park) which is already within the City limits.

FINANCIAL IMPACT:
Unknown.

RECOMMENDATION:
Franklin Municipal Planning Commission recommends approval of Resolution 2025-11 by a vote of 9-0.
Staff recommends that the Board of Mayor and Aldermen approve Resolution 2025-11.

RESOLUTION 2025-11

A RESOLUTION TO ANNEX ONE PROPERTY, CONSISTING OF 5.86 ACRES, LOCATED AT 4356 SOUTH CAROTHERS ROAD AND ADJOINING THE CITY LIMITS WITHIN THE EASTERN PART OF THE FRANKLIN URBAN GROWTH BOUNDARY (UGB).

WHEREAS, Mike Ford Custom Home Builders, LLC, (Owner) of property located at 4356 S. Carothers Road (Property) petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee (City), to annex Property contiguous the City limits and located within the Franklin Urban Growth Boundary (UGB); and

WHEREAS, the Plan of Services and annexation request has been submitted to the Franklin Municipal Planning Commission for study and a written report as required by *Tennessee Code Annotated* (T.C.A.) § 6-51-102, as amended; and

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

WHEREAS, the BOMA has adopted a Plan of Services for the annexation area as described in Resolution 2025-12; and

WHEREAS, the BOMA has determined that it is in the best interest of its existing residents to annex the Property described herein and that failure to annex said property will inhibit the prosperity of the City and endanger the health, safety and welfare of its inhabitants.

NOW, THEREFORE, BE IT RESOLVED 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, annexed in and to the corporate limits of the City of Franklin, Tennessee:

PREMISES CONSIDERED

Map-Parcel	Acres
089---04100	5.86
Total	5.86

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

SECTION III: That the annexed Property shall become part of Aldermanic Ward 3.

SECTION IV. **BE IT FINALLY 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 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 _____, 2025.

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

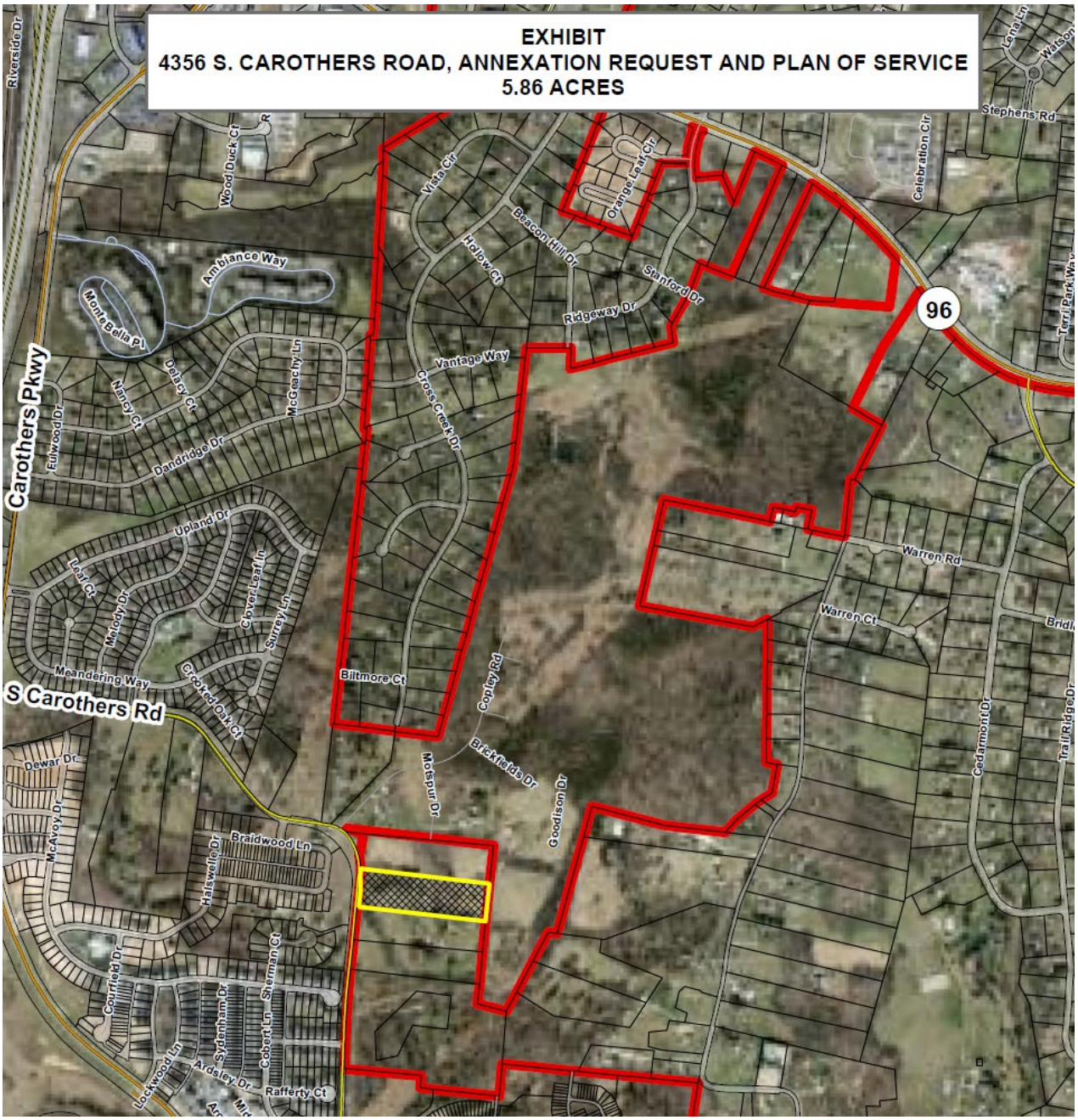
PLANNING COMMISSION RECOMMENDED: _____

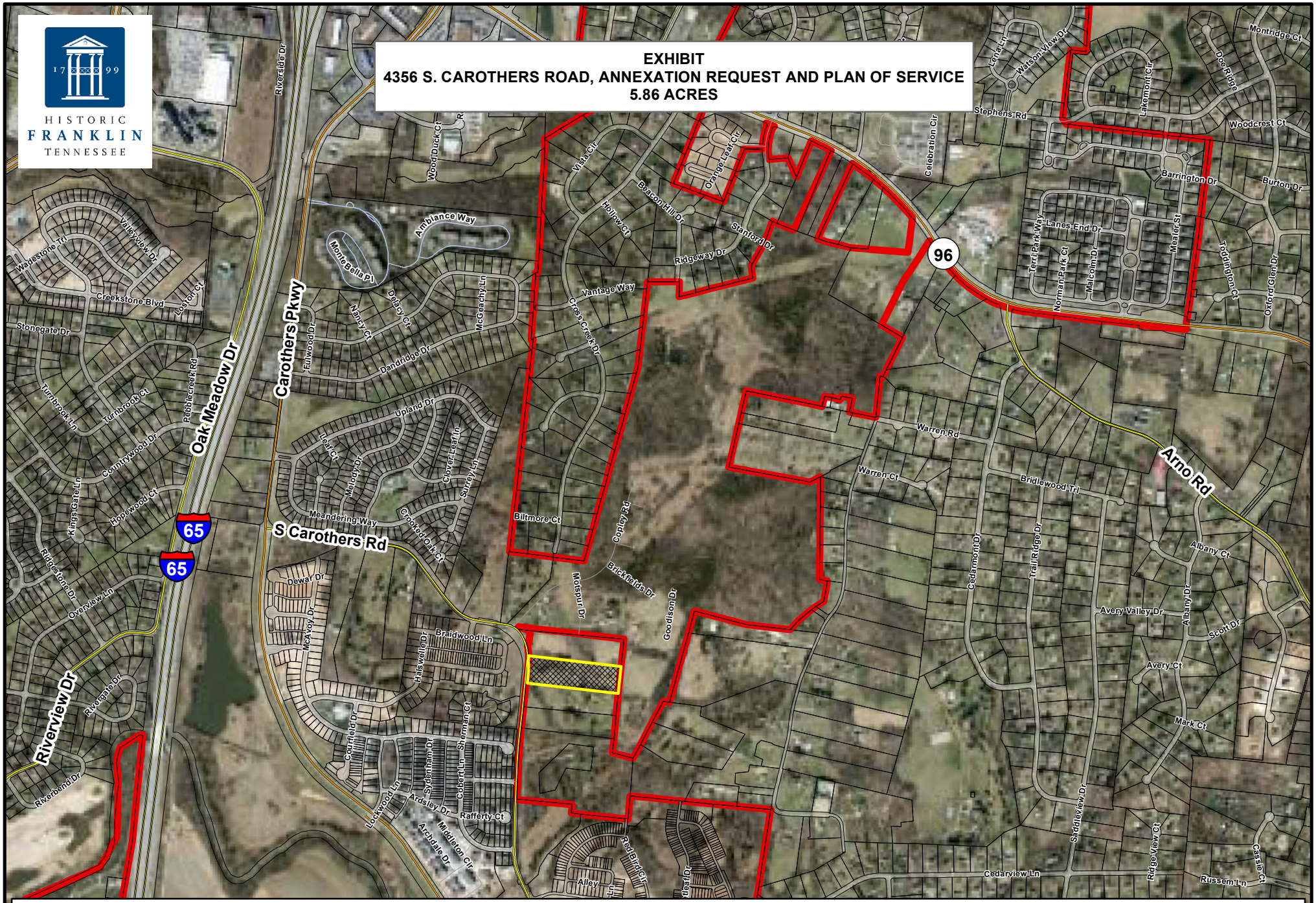
PASSED FIRST READING: _____

PUBLIC HEARING HELD: _____

PASSED SECOND READING: _____

PASSED THIRD READING: _____


EXHIBIT
4356 S. CAROTHERS ROAD, ANNEXATION REQUEST AND PLAN OF SERVICE
5.86 ACRES
Carothers Pkwy
S Carothers Rd
96
Stephens Rd
Warren Rd
Warren Ct
Ridgeway Dr
Stanford Dr
Beacon Hill Dr
Vantage Way
Cross Creek Dr
Biltmore Ct
Copley Rd
Motspur Dr
Brickfields Dr
Goodison Dr
Braidwood Ln
Upland Dr
Meandering Way
Crooked Oak Ct
Ambiance Way
Monte Bella Pl
Dandridge Dr
Nancy Ct
Delacy Ct
McGeachy Ln
Fulwood Dr
Leaf Ct
Melody Dr
Clover Leaf Ln
Surrey Ln
Dewar Dr
McAvoy Dr
Halswelle Dr
Courfield Dr
Sydenham Dr
Sherman Ct
Cobert Ln
Ardsley Dr
Lockwood Ln
Rafferty Ct
Wood Duck Ct
Vista Cir
Orange Leaf Cir
Celebration Cir
Cedarmont Dr
Trail Ridge Dr
Lana Ln


HISTORIC
FRANKLIN
TENNESSEE
EXHIBIT
4356 S. CAROTHERS ROAD, ANNEXATION REQUEST AND PLAN OF SERVICE
5.86 ACRES
Legend
4356 S. Carothers Road
City Limits
N
0 250 500 1,000 1,500 2,000
Feet
This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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4356 SOUTH CAROTHERS ROAD

ANNEXATION REQUEST
PD(1.27 DUA)

Franklin, Williamson, Tennessee

APPLICANT & LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
3020 STANSBERRY LANE
SUITE 201
FRANKLIN, TN 37069
615-975-5765
greg.gamble@gdc-tn.com

ENGINEER:
KIMLEY-HORN
RYAN McMASTER
10 LEA AVENUE, SUITE 400
NASHVILLE, TN 37210
615-330-1749
ryan.mcmaster@kimley-horn.com

DEVELOPER/OWNER:
FORD COLLETTA LLC.
MIKE FORD
554 FRANKLIN RD SUITE 300
FRANKLIN, TN 37069
615-503-9727
chad.gore@mikefordbuilders.com

SHEET INDEX

C0.0	COVER SHEET
C1.0	EXISTING CONDITIONS

STATEMENT OF IMPACTS:

WATER:
WATER SERVICE WILL BE PROVIDED BY MILCROFTON UTILITY DISTRICT.
261 X 350 GPD = 91,350 GPD

SEWER:
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. FOR THE PORTION OF THE SITE IN THE MAYS CREEK BASIN, CONNECTION TO THE SEWER MAIN WILL BE MADE IN SIMMONS RIDGE TO THE SOUTH. FOR THE POTION OF THE SITE IN THE WATKINS CREEK BASIN, CONNECTION WILL BE MADE TO THE NORTH TO THE SEWER MAIN IN OCTOBER PARK ON RIDGEWAY DRIVE.

REPURIFIED (REUSE) WATER FACILITIES:
NOT AVAILABLE

STREET NETWORK:
AS SHOWN ON THE MAJOR THOROUGHFARE PLAN - SEE SHEET C 4.0 OVERALL ROW AND ACCESS PLAN INCLUDING CONNECTIVITY ELEMENTS.

THE SITE IS LOCATED BETWEEN MAJOR ARTERIAL MURFREESBORO ROAD AND MINOR COLLECTOR S CAROTHERS ROAD. DAILY ACCESS TO COLLETTA PARK IS PROVIDED BY A DIRECT CONNECTION TO S CAROTHERS ROAD.

ACCESS FROM THE NORTH WILL BE RESTRICTED TO EMERGENCIES ONLY. EMERGENCY ACCESS ROUTES WILL CONNECT TO LOCAL ROADS STANFORD DRIVE AND BEACON HILL DRIVE. THE STANFORD DRIVE CONNECTION WILL BE A FULL 50' ROW AND ROAD CONNECTION, WITH AN EMERGENCY ACCESS GATE. THE BEACON HILL DRIVE CONNECTION WILL BE A 12' PAVED MULTI-USE TRAIL WITH A 50' ROW DEDICATION.

FUTURE ROAD CONNECTIONS ARE PROVIDED. A FULL TRAFFIC IMPACT STUDY PREPARED BY FISCHBACH TRAFFIC GROUP, LLC AND REVIEWED BY A THIRD PARTY, VOLKERT ENGINEERING. PROVIDES GREATER DETAIL OF THE OVERALL IMPACT OF THE DEVELOPMENT ON THE EXISTING ROAD NETWORK.

DRAINAGE FACILITIES:
THE PROPERTY HAS THREE PRIMARY DRAINAGE BASINS. ONE DRAINS NORTH TO WATKINS CREEK. ONE DRAINS WEST THROUGH CROSS CREEK SUBDIVISION AND ONE DRAINS SOUTH TOWARDS SOUTH CAROTHERS ROAD.

POLICE AND FIRE DEPT:
FRANKLIN FIRE DEPT STATION #2 - 2.1 MILES DRIVING DISTANCE
COLUMBIA AVE. POLICE STATION - 2.7 MILES DRIVING DISTANCE

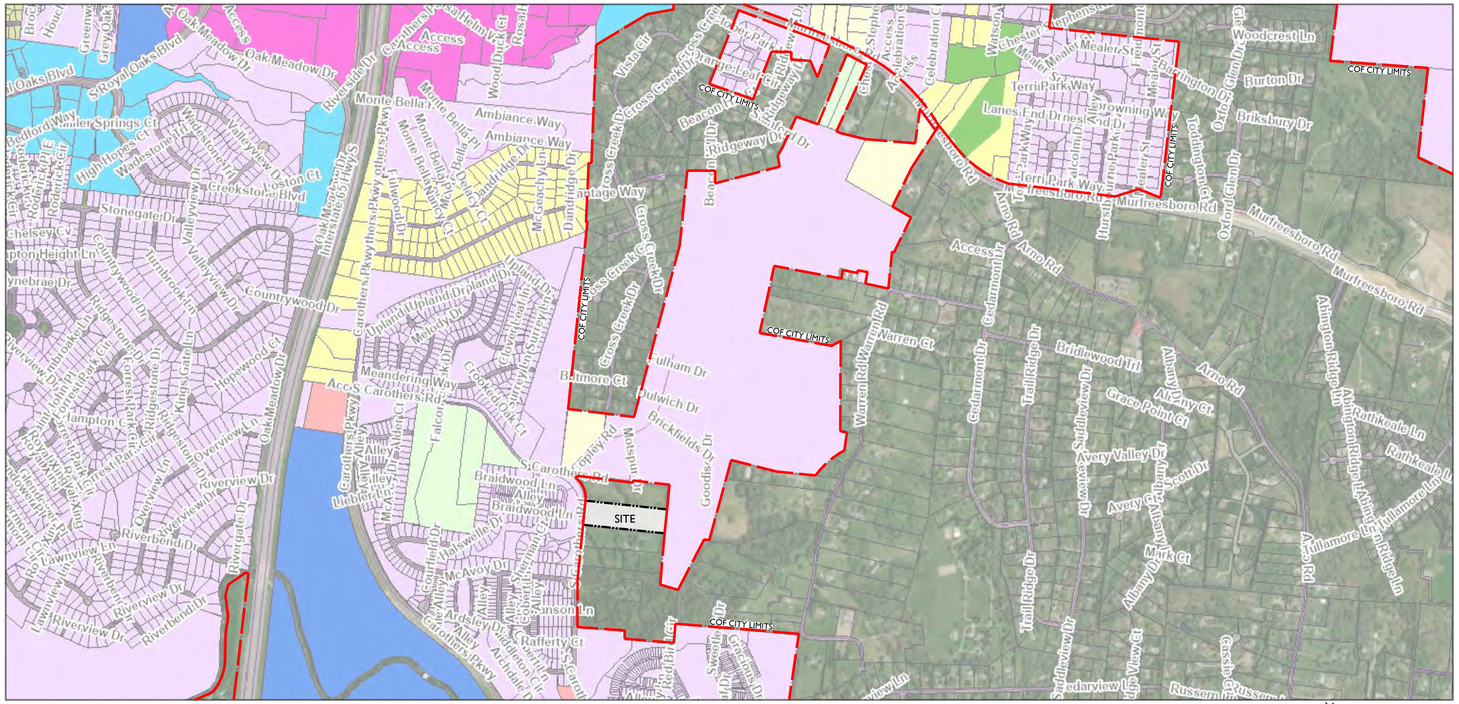
RECREATIONAL FACILITIES:
LIBERTY PARK - 3.0 MILES DRIVING DISTANCE

PROJECTED STUDENT POPULATION:
261 HOMES X .64 STUDENTS = 168 PROJECTED STUDENTS

REFUSE COLLECTION:
PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE.

RESTRICTIVE COVENANTS:
A HOME OWNER'S ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY OF RESIDENTS. THE HOA WILL REGULATE ARCHITECTURAL STANDARDS AND THE MAINTENANCE OF THE COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE AND RECREATIONAL AREAS.

NOTE: AS ACCESS POINTS AND IMPACTS TO THE STREET NETWORK ARE DETERMINED, THE STATEMENT OF IMPACTS MAY NEED TO BE REVISED



NOT TO SCALE

PENDING APPROVAL BY BOMA, THIS DOCUMENT WAS REVIEWED UNDER AND IS NOW VESTED IN THE FOLLOWING DEVELOPMENT STANDARDS:

ZONING ORDINANCE: JANUARY 1, 2017

SUBDIVISION REGULATIONS: FEBRUARY 28, 2013

HISTORIC DISTRICT DESIGN GUIDELINES: N/A

TRANSPORTATION AND STREET TECHNICAL STANDARDS: APRIL 25, 2017

STORMWATER BMP MANUAL: JANUARY 1, 2016

TECHNICAL SPECIFICATIONS FOR UTILITY INSTALLATION: DECEMBER 10, 2013

MUNICIPAL CODE: AUGUST 13, 2019

ANNEXATION JUSTIFICATION STATEMENT

THIS ANNEXATION REQUEST IS FOR THE PROPERTY LOCATED AT 4356 SOUTH CAROTHERS ROAD, PARCEL ID 089-4100. THIS 5.86 AC PROPERTY BORDERS THE CITY OF FRANKLIN ALONG ITS WESTERN AND EASTERN BOUNDARIES. THIS PROPERTY IS WITHIN THE URBAN GROWTH BOUNDARY AND ITS ENVISION FRANKLIN DESIGN CONCEPT IS MIXED RESIDENTIAL.

THE OWNER OF THE PROPERTY IS REQUESTING THIS ANNEXATION TO INCORPORATE THE PROPERTY INTO THE COLLETTA PARK PUD SUBDIVISION DEVELOPMENT PLAN - REVISION 1, PROVIDING A SECOND POINT OF ACCESS TO SOUTH CAROTHERS ROAD. THIS DEVELOPMENT WILL INCLUDE 6 DIFFERENT LOT TYPES RANGING IS SIZES FROM TOWNHOMES TO ESTATE LOTS. THIS DIVERSE COMMUNITY ALIGNS WITH ENVISION FRANKLIN'S DESIGN CONCEPT FOR MIXED RESIDENTIAL AND WILL ADHERE TO THE GOALS SET FORTH IN ENVISION FRANKLIN.

SITE DATA

SUBDVISION/DEVELOPMENT:	**4356 SOUTH CAROTHERS ROAD - ANNEXATION REQUEST**
COF PROJECT NUMBER:	XXXX
TAX MAP & PARCELS:	089-04100
ADDRESS	4356 SOUTH CAROTHERS ROAD
CITY:	ANNEXATION REQUEST TO FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TN
POSTAL CODE:	37069
SITE ACREAGE/SF:	5.86 AC / 255,262 SF
REGULATIONS	
EXISTING ZONING:	MGA-1(COUNTY)
PROPOSED ZONING:	PUD (1.27 DUA)
OVERLAY ZONING:	N/A
BUILDING TYPES APPLIED:	TOWNHOUSE
FRONTAGE TYPES APPLIED:	YARD URBAN
EXISITING LAND USE:	RESIDENTIAL
PROPOSED LAND USE:	RESIDENTIAL
ENVISION FRANKLIN DESIGN CONCEPT	MIXED RESIDENTIAL

NOTE*: THIS ANNEXATION REQUEST IS ASSOCIATED WITH THE COLLETTA PARK PUD SUBDIVISION DEVELOPMENT PLAN - REVISION 1 SUBMITTAL (COF#XXXX).

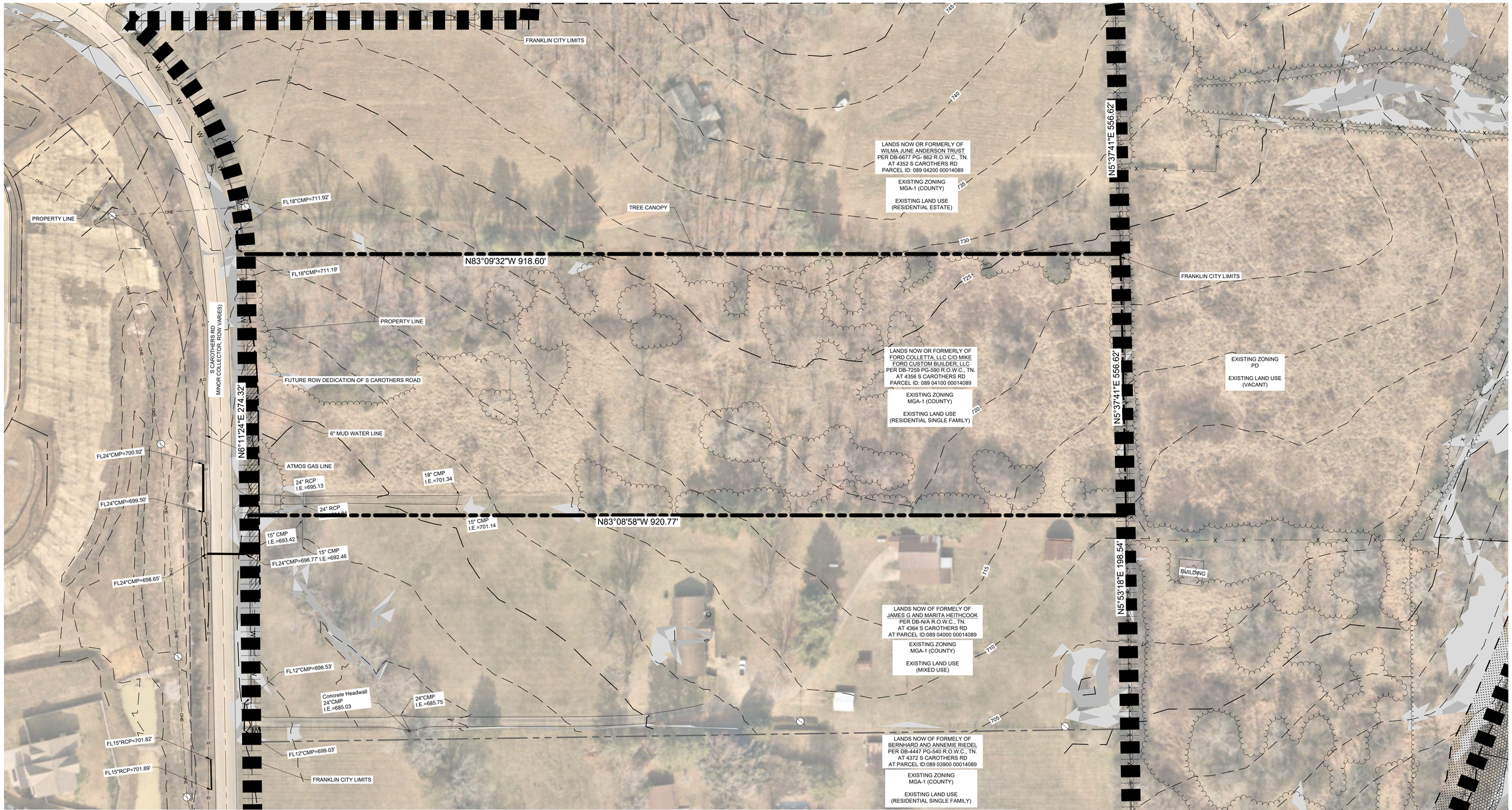
INITIAL SUBMITTAL: JANUARY 13, 2025
RESUBMITTAL:
ONE STOP:
COF #:

FORD CLASSIC HOMES

Kimley»Horn

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE



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 AND TOPO SURVEY PREPARED BY JTA LAND SURVEYING, INC., DATED 06/04/2024, AND A TOPO SURVEY PREPARED BY ENERGY LAND & INFRASTRUCTURE DATED 04/20/2024. ADDITIONALLY, OFFSITE INFORMATION FROM S CAROTHERS ROAD CONSTRUCTION IS PROVIDED PER CITY OF FRANKLIN PROJECTS #7151 & #7698. 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 PARRY OTHER THAN THE OWNER.
5. THIS PROJECT IS NOT LOCATED IN A FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 47187C0214GF, DATED DECEMBER 22, 2016 ; 47187C0220F, DATED SEPTEMBER 29, 2006.

NOTE

THIS ANNEXATION REQUEST IS ASSOCIATED WITH THE COLLETTA PARK PUD SUBDIVISION DEVELOPMENT PLAN - REVISION 1 SUBMITTAL (COF# XXXX)

STATEMENT OF IMPACTS

THE TRAFFIC IMPACT STUDY INDICATES THAT OFF-SITE ROADWAY IMPROVEMENTS ALONG SOUTH CAROTHERS WILL BE REQUIRED BASED ON THE PROJECTED TRIPS.

WATER WILL BE PROVIDED VIA AN 8" PUBLIC WATER MAIN OFF A 24" WATER MAIN EXTENSION FROM S CAROTHERS TO THE EXISTING WATER TOWER ON SITE. THE PROJECT SITE IS SERVICED BY MILCROFTON UTILITY DISTRICT.

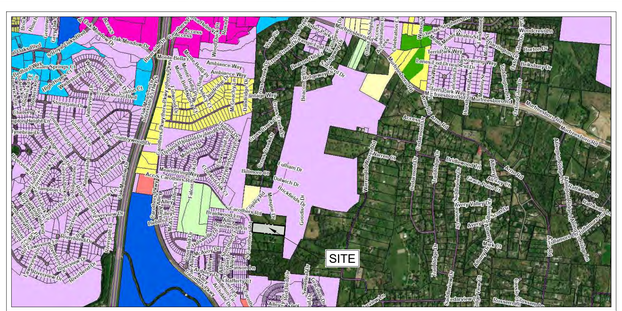
SANITARY SEWER WILL BE PROVIDED VIA AN 8" SEWER EXTENSION CONNECTING TO AN 12" SEWER CONNECTION TO THE NEARBY SIMMIONS RIDGE DEVELOPMENT.

THERE WILL BE APPROXIMATELY 16.17 ACRES OF IMPERVIOUS AREA ADDED ON SITE.

STORMWATER WILL BE DETAINED IN ABOVE GROUND DETENTION PONDS SUCH THAT RUNOFF IN THE POST-DEVELOPMENT CONDITION WILL NOT EXCEED RUNOFF IN THE PRE-DEVELOPMENT CONDITION.

SITE SLOPE TABLE

	14% - 19.99%
	20% and above



SITE VICINITY MAP

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
4031 Aspen Grove Drive, Franklin, TN 37067|Main: 615 844 2747|www.kimley-horn.com
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FORD CLASSIC HOMES

4356 S CAROTHERS ROAD ANNEXATION REQUEST

Franklin, Williamson County, Tennessee

WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURE & COMMERCE
No. 127919
STATE OF TENNESSEE
07/25/2025

Revision Date
- △ _____
- △ _____
- △ _____
- △ _____

EXISTING CONDITIONS
SHEET
C1.0

HISTORIC FRANKLIN TENNESSEE

City of Franklin

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

File #: 21-0270

DATE: March 19, 2025

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
Chelsea Randolph, Principal Planner

SUBJECT:
*Consideration Of Ordinance 2025-03, An Ordinance To Rezone 204.86 Acres From Planned (PD 1.0) District To Planned (PD 1.26) District For The Property Located South Of Murfreesboro Road And East Of South Carothers Road, Including 4356 South Carothers Road. (Colletta Park PUD Subdivision). Establishing A Public Hearing On May 13, 2025
FMPC 3/27/25, 9-0

PURPOSE:

PROJECT INFORMATION
COF Project Number: 8692
Applicant: Greg Gamble, Gamble Design Collaborative
Owner: Mike Ford, Ford Custom Home Builders

BACKGROUND/STAFF COMMENTS:
This property is located south of Murfreesboro Road and east of Carothers Parkway. It is adjacent to the existing (Williamson County) subdivisions of Franklin East and Cross Creek. The applicant is requesting a zone change from Planned (PD 1.0) District to Planned (PD 1.26) District. A separate Resolution 2025-13 accompanies this rezoning for the corresponding Development Plan. Envision Franklin recommends the Single Family Residential Design Concept for the majority of the project within the city limits, and a smaller portion of the existing Development Plan, along with the proposed annexed parcel of 4356 South Carothers Road, recommends the Mixed Residential Design Concept.

Envision Franklin's Single Family Residential design concept states, "The Single Family Residential design concept consists of single-family residential neighborhoods, which provide a range of single-family dwellings and lot sizes." The plan as proposed incorporates the recommendations and guiding principles of the Single Family Residential design concept by providing 5 different lot sizes within the plan to provide the range of single-family homes as suggested within Envision Franklin. The newly added parcel (4356 South Carothers Road) lies within the Mixed Residential design concept, which states, "The Mixed Residential design concept contains residential neighborhoods with a combination of single-family dwellings, duplexes, multiplexes, and townhouses. The defined character across this design concept may vary by neighborhood, but new development should transition from existing development patterns in adjacent neighborhoods." The plan is proposing townhomes on this parcel to add to the existing single-family development. They are achieving a transition by providing open spaces between the newly proposed townhomes and the adjacent neighborhoods.

Colletta Park PUD is currently approved with 199 single-family lots on 199 acres. The proposed revision amounts to 204.89 acres with 232 single-family lots and 27 townhome units. The accompanying Development Plan along with the proposed rezoning meets the intent of Envision Franklin.

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:

Franklin Municipal Planning Commission recommends approval of Ordinance 2025-03 by a vote of 9-0.

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2025-03.

ORDINANCE 2025-03

AN ORDINANCE TO REZONE 204.89 ACRES FROM PLANNED (PD 1.0) DISTRICT TO PLANNED (PD 1.26) DISTRICT FOR THE PROPERTY LOCATED SOUTH OF MURFREESBORO ROAD AND EAST OF SOUTH CAROTHERS ROAD, INCLUDING 4356 SOUTH CAROTHERS ROAD. (COLLETTA PARK PUD SUBDIVISION)

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

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

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, adopted Resolution 2025-13, approving a Planned Unit Development (PUD) Development Plan as required by the Franklin Zoning Ordinance; and

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

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of Planned (PD 1.0) District to Planned (PD 1.26) District:

PREMISES CONSIDERED

Map-Parcel	Acres
079M--B02800 079M--BO2900	2.7
089--05500 089--04304 089--04303	196.33
089—04100	5.86
Total	204.89

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 _____, 2025.

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

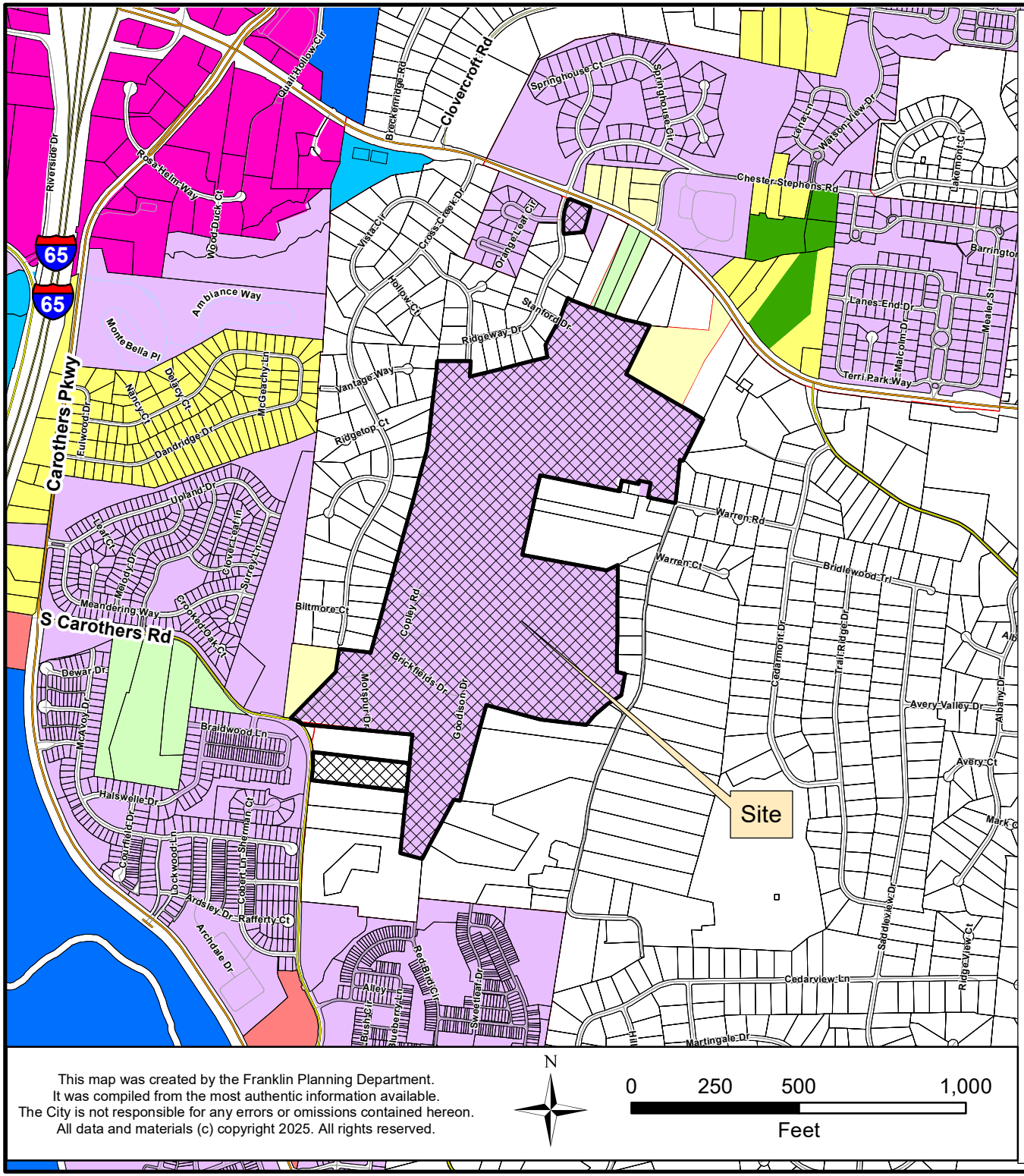
PLANNING COMMISSION RECOMMENDED: _____

PASSED FIRST READING: _____

PUBLIC HEARING HELD: _____

PASSED SECOND READING: _____

PASSED THIRD READING: _____



This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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Feet

COLLETTA PARK PUD SUBDIVISION
ORDINANCE 2025-03
RESOLUTION 2025-13

Project Information

Existing Zoning: Planned (PD 1.0) District
Proposed Zoning: Planned (PD 1.26) District
Overlay Districts: None
Site Acreage: 204.89 acres
Proposed Number of Dwelling Units: 259
Proposed Nonresidential Square Footage: None

Legend

- Colletta Park PUD Subdivision
- 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 District
- CC Central Commercial District
- DD Downtown District
- 1ST Avenue District
- 5TH Avenue District
- RC4 Regional Commerce 4 District
- RC6 Regional Commerce 6 District
- RC12 Regional Commerce 12 District
- GO General Office District
- LI Light Industrial District
- HI Heavy Industrial District

HISTORIC FRANKLIN TENNESSEE

COLLETTA PARK PUD SUBDIVISION

REZONING REQUEST
PD(1.26 DUA)

Franklin, Williamson, Tennessee

APPLICANT & LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
3020 STANSBERRY LANE
SUITE 201
FRANKLIN, TN 37069
615-975-5765
greg.gamble@gdc-tn.com

ENGINEER:
KIMLEY-HORN
RYAN McMASTER
10 LEA AVENUE, SUITE 400
NASHVILLE, TN 37210
615-330-1749
ryan.mcmaster@kimley-horn.com

DEVELOPER/OWNER:
FORD COLLETTA LLC.
MIKE FORD
554 FRANKLIN RD SUITE 300
FRANKLIN, TN 37069
615-503-9727
chad.gore@mikefordbuilders.com

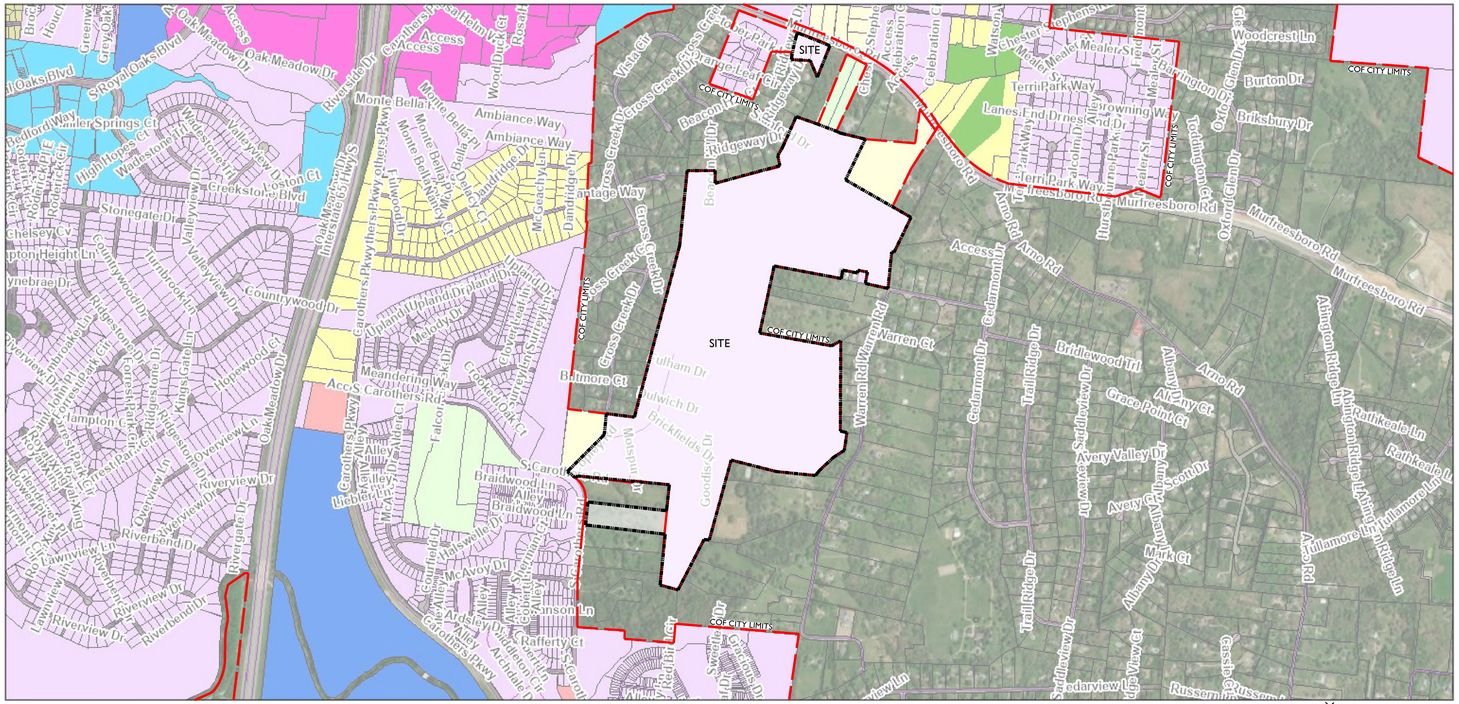
SITE DATA

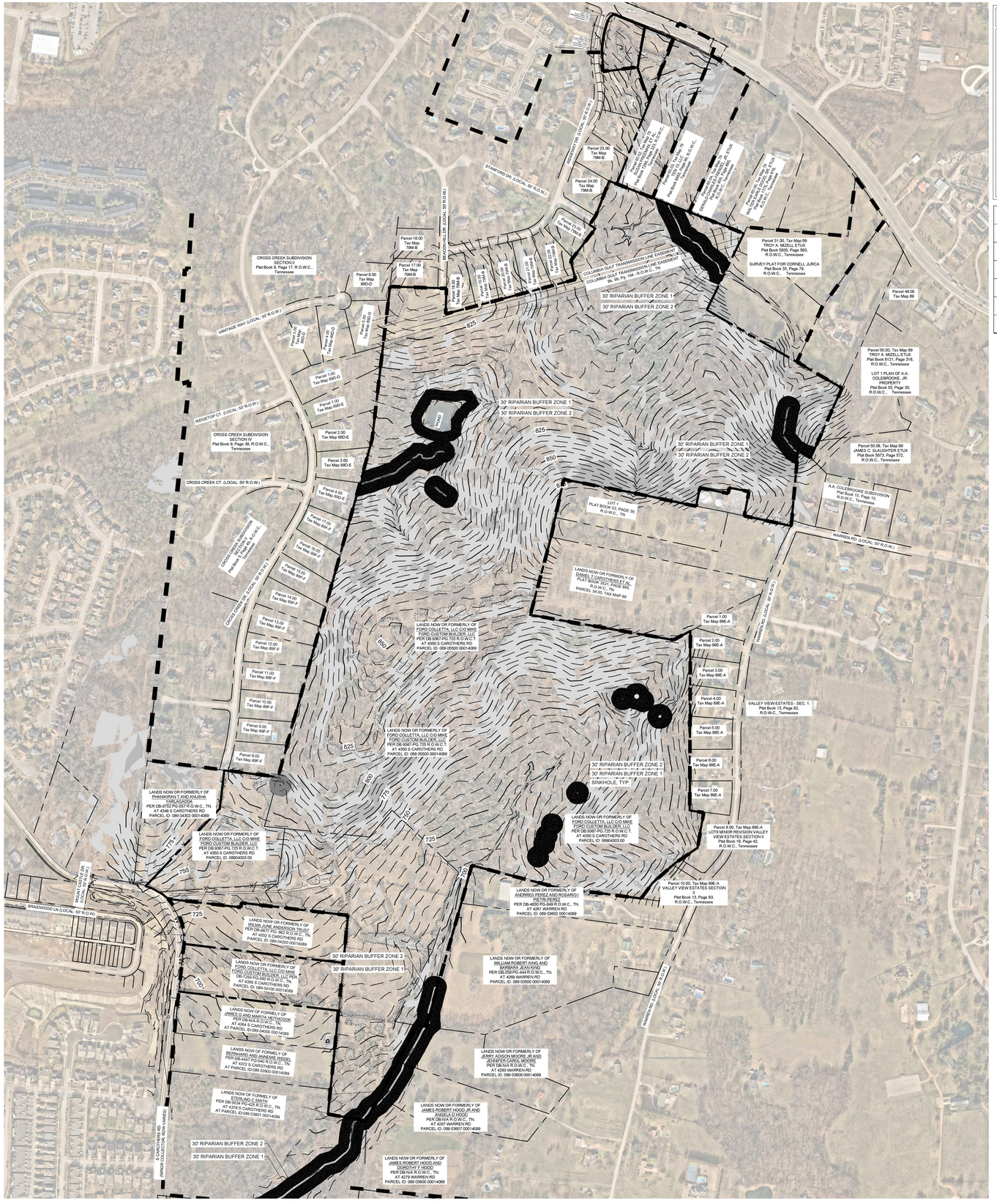
SUBDVISION/DEVELOPMENT:	**COLLETTA PARK PUD SUBDIVISION - REZONING REQUEST**
COF PROJECT NUMBER:	8692
TAX MAP & PARCELS:	079 MB 02800, 079 MB 02900, 089-04100, 089-05500
ADDRESS	1101 RIDGEWAY DRIVE MURFREESBORO ROAD 4356 SOUTH CAROTHERS ROAD
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TN
POSTAL CODE:	37064
SITE ACREAGE/SF:	204.89 AC / 8,925,110 SF
REGULATIONS	
EXISTING ZONING:	MGA-1(COUNTY) AND PUD (1.00 DUA)
PROPOSED ZONING:	PUD (1.26 DUA)
OVERLAY ZONING:	N/A
BUILDING TYPES APPLIED:	HOUSE, TOWNHOUSE
FRONTAGE TYPES APPLIED:	YARD URBAN
EXISITING LAND USE:	RESIDENTIAL
PROPOSED LAND USE:	RESIDENTIAL
ENVISION FRANKLIN DESIGN CONCEPT	MIXED RESIDENTIAL

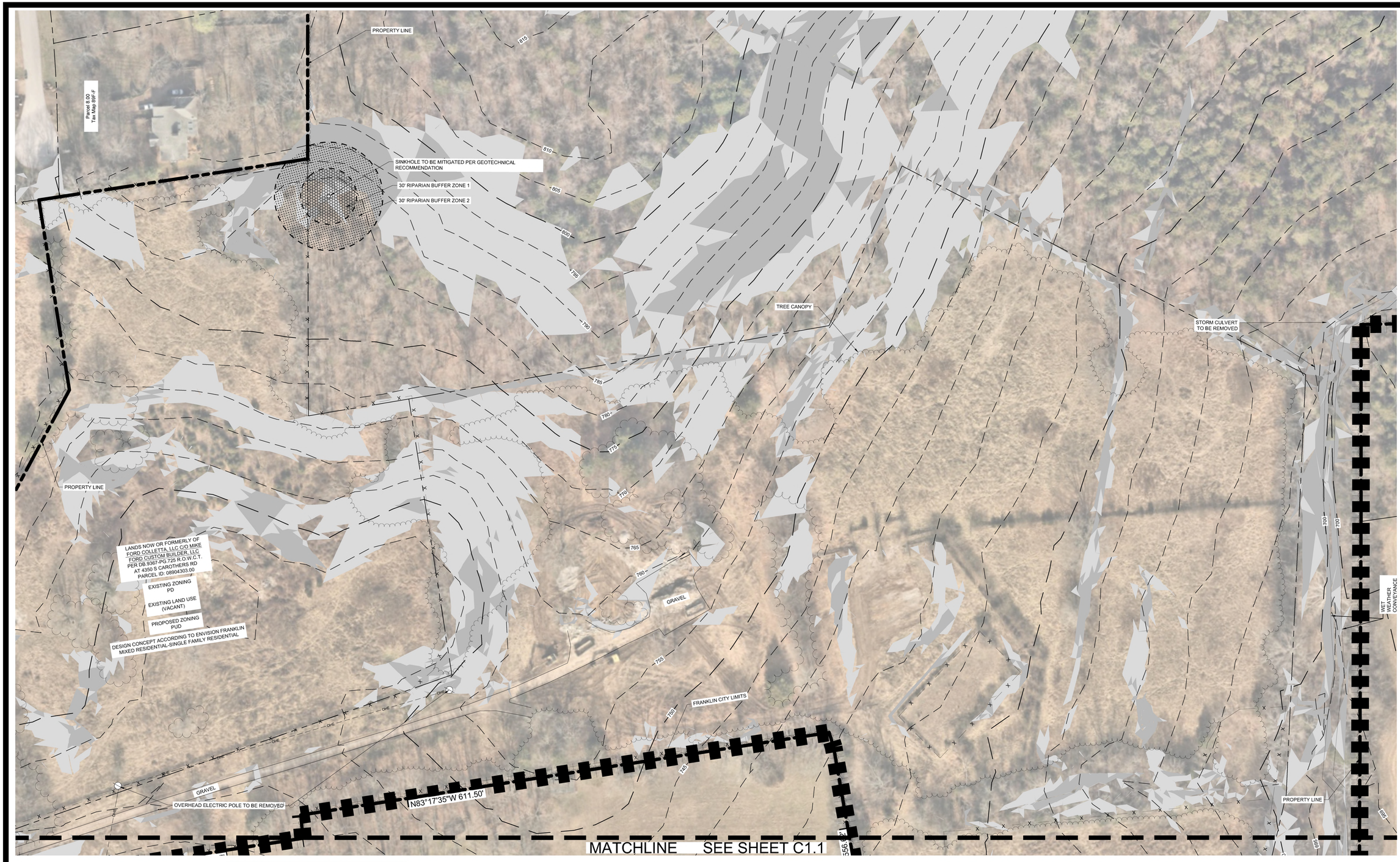
NOTE*: THIS REZONING REQUEST IS ASSOCIATED WITH THE COLLETTA PARK PUD SUBDIVISION DEVELOPMENT PLAN - REVISION 1 SUBMITTAL (COF#8691).

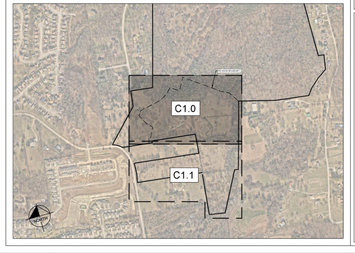
SHEET INDEX

C0.0	COVER SHEET
C1.0	OVERALL EXISTING CONDITIONS
C1.1	ENLARGED EXISTING CONDITIONS
C1.2	ENLARGED EXISTING CONDITIONS


SITE
SITE
COF CITY LIMITS
Oak Meadow Dr
Monte Bella Dr
Ambiance Way
Ridgeway Dr
Murfreesboro Rd
Arno Rd
Burton Dr
Briksbury Dr
Oxford Glen Dr
Woodcrest Ln
Terri Park Way
Lanes End Dr
Browning Way
Meale Dr
Meale Ct
Meale St
Warren Rd
Warren Ct
Cedarmont Dr
Trail Ridge Dr
Bridlewood Trl
Avery Valley Dr
Avery Valley Ct
Avery Valley Pl
Avery Ridge Ln
Avery Park Dr
Avery Oaks Ct
Avery Trace Pkwy
Avery Mark Ct
Avery Scott Dr
Grace Point Ct
Abington Ridge Ln
Abington Ridge Ln
Rathkeale Ln
Rathkeale Ln
Tullamore Ln
Tullamore Ln
Tullamore Pl
Sandy View Ln
Sandy View Dr
Cedarview Ln
Cedarview Dr
Russem Ln
Russem Dr
Cross Creek Dr
Cross Creek Ct
Cross Creek Cir
Fulham Dr
Fulwich Dr
Brickfields Dr
Goodis Dr
Buttmore Ct
Meandering Way
S Carothers Rd
Carothers Pkwy
Oak Meadow Dr
Monte Bella Dr
Ambiance Way
Riverside Dr
Woodduck Ct
Rosa Ln
Valley View Dr
Valley View Ct
Greekstone Blvd
Stonegate Dr
Countrywood Dr
Oak Meadow Dr
Riverview Dr
Riverbend Dr
Overview Ln
Overview Dr
Riverview Ln
Riverview Dr
Riverbend Dr
Riverview Dr
Riverview Dr
Riverbend Dr
Braidwood Ln
Braidwood Trl
Braidwood Alley
Swelle Dr
McAvoy Dr
Anson Ln
Rafferty Ct
Archdale Ct
Falcon Ct
Liebler Ln
Valley Ln
Alley
Access
Access
Access


STRAFFORD DR. (LOCAL, 50' R.O.W.)
BRIGHTON LN. (LOCAL, 50' R.O.W.)
BRIGHTON DR. (LOCAL, 50' R.O.W.)
VANTAGE WAY (LOCAL, 50' R.O.W.)
HIDGETOP CT. (LOCAL, 50' R.O.W.)
CROSS CREEK CT. (LOCAL, 50' R.O.W.)
CROSS CREEK DR. (LOCAL, 50' R.O.W.)
BRADWOOD LN (LOCAL, 50' R.O.W.)
MOUNT CASTLE DR. (LOCAL, 50' R.O.W.)
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CROSS CREEK SUBDIVISION SECTION IV Plat Book 9, Page 39, R.O.W.C., Tennessee
CROSS CREEK SUBDIVISION SECTION V Plat Book 9, Page 76, R.O.W.C., Tennessee
Parcel 35.00 Tax Map 79M-B
Parcel 24.00 Tax Map 79M-B
Parcel 23.00 Tax Map 79M-B
Parcel 22.00 Tax Map 79M-B
Parcel 21.00 Tax Map 79M-B
Parcel 20.00 Tax Map 79M-B
Parcel 19.00 Tax Map 79M-B
Parcel 18.00 Tax Map 79M-B
Parcel 17.00 Tax Map 79M-D
Parcel 6.00 Tax Map 86D-D
Parcel 5.00 Tax Map 86D-D
Parcel 4.00 Tax Map 86D-D
Parcel 3.00 Tax Map 86D-D
Parcel 2.00 Tax Map 86D-D
Parcel 1.00 Tax Map 86D-D
Parcel 1.00 Tax Map 86D-E
Parcel 2.00 Tax Map 86D-E
Parcel 3.00 Tax Map 86D-E
Parcel 4.00 Tax Map 86D-E
Parcel 17.00 Tax Map 86F-F
Parcel 16.00 Tax Map 86F-F
Parcel 15.00 Tax Map 86F-F
Parcel 14.00 Tax Map 86F-F
Parcel 13.00 Tax Map 86F-F
Parcel 12.00 Tax Map 86F-F
Parcel 11.00 Tax Map 86F-F
Parcel 10.00 Tax Map 86F-F
Parcel 9.00 Tax Map 86F-F
Parcel 8.00 Tax Map 86F-F
Parcel 31.00, Tax Map 89 TROY A. MIZELL ETUX Plat Book 5835, Page 583, R.O.W.C., Tennessee
SURVEY PLAT FOR CORNELL JURCA Plat Book 33, Page 79, R.O.W.C., Tennessee
Parcel 49.00 Tax Map 89
Parcel 50.00, Tax Map 89 TROY A. MIZELL ETUX Plat Book 6121, Page 318, R.O.W.C., Tennessee
LOT 1 PLAN OF A.A. COLEBROOKE, JR. PROPERTY Plat Book 53, Page 30, R.O.W.C., Tennessee
Parcel 50.06, Tax Map 89 JAMES C. SLAUGHTER ETUX Plat Book 5873, Page 572, R.O.W.C., Tennessee
A.A. COLEBROOKE SUBDIVISION Plat Book 10, Page 10, R.O.W.C., Tennessee
WARREN RD. (LOCAL, 50' R.O.W.)
COLUMBIA GULF TRANSMISSION LINE EASEMENT COLUMBIA GULF TRANSMISSION LINE EASEMENT Bk. 91, Pg. 104 - R.O.W.C., TN
30' RIPARIAN BUFFER ZONE 1
30' RIPARIAN BUFFER ZONE 2
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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 AND TOPO SURVEY PREPARED BY JTA LAND SURVEYING, INC., DATED 06/04/2024, AND A TOPO SURVEY PREPARED BY ENERGY LAND & INFRASTRUCTURE DATED 04/20/2024. ADDITIONALLY, OFFSITE INFORMATION FROM S CAROTHERS ROAD CONSTRUCTION IS PROVIDED PER CITY OF FRANKLIN PROJECTS #7151 & #7698. 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 PARRY OTHER THAN THE OWNER.
5. THIS PROJECT IS NOT LOCATED IN A FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 47187C0214GF, DATED DECEMBER 22, 2016 ; 47187C0220F, DATED SEPTEMBER 29, 2006.

SITE SLOPE TABLE

	14% - 19.99%
	20% and above

EXISTING STORMWATER NARRATIVE

IN THE EXISTING CONDITION, STORMWATER RUNOFF FOR THIS SITE ENCOUNTERS AN AGRICULTURAL GENTLY SLOPING THROUGHOUT THE PROPERTY. RUNOFF TRAVELS VIA SHEET FLOW AND SHALLOW CHANNEL FLOW TO ONE OUTFALLS. OUTFALL #1 IS AN EXISTING STREAM AT THE SOUTHERN END OF THE PROPERTY

Premises Considered	
Map-Parcel	**Acres**
079M-B02800	1.5
079M-B02900	1.2
089-05500	196.33
089-04100	5.86
Total	204.89

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
4031 Aspen Grove Drive, Franklin, TN 37067Main:
615 300 2600 www.kimley-horn.com
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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION, REZONING

Franklin, Williamson County, Tennessee

WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURAL
No. 127619
STATE OF TENNESSEE
COMMISSION

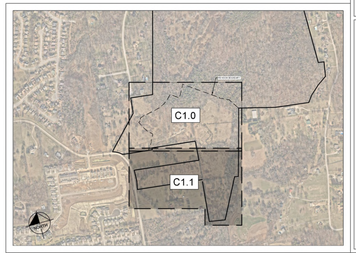
Revision Date
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ENLARGED EXISTING CONDITIONS SHEET

C1.1

COF # 8692





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SITE SLOPE TABLE

	14% - 19.99%
	20% and above

EXISTING STORMWATER NARRATIVE

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Premises Considered

Map-Parcel	Acres
079M-B02800	1.5
079M-B02900	1.2
089-05500	196.33
089-04100	5.86
Total	204.89

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION, REZONING

Franklin, Williamson County, Tennessee

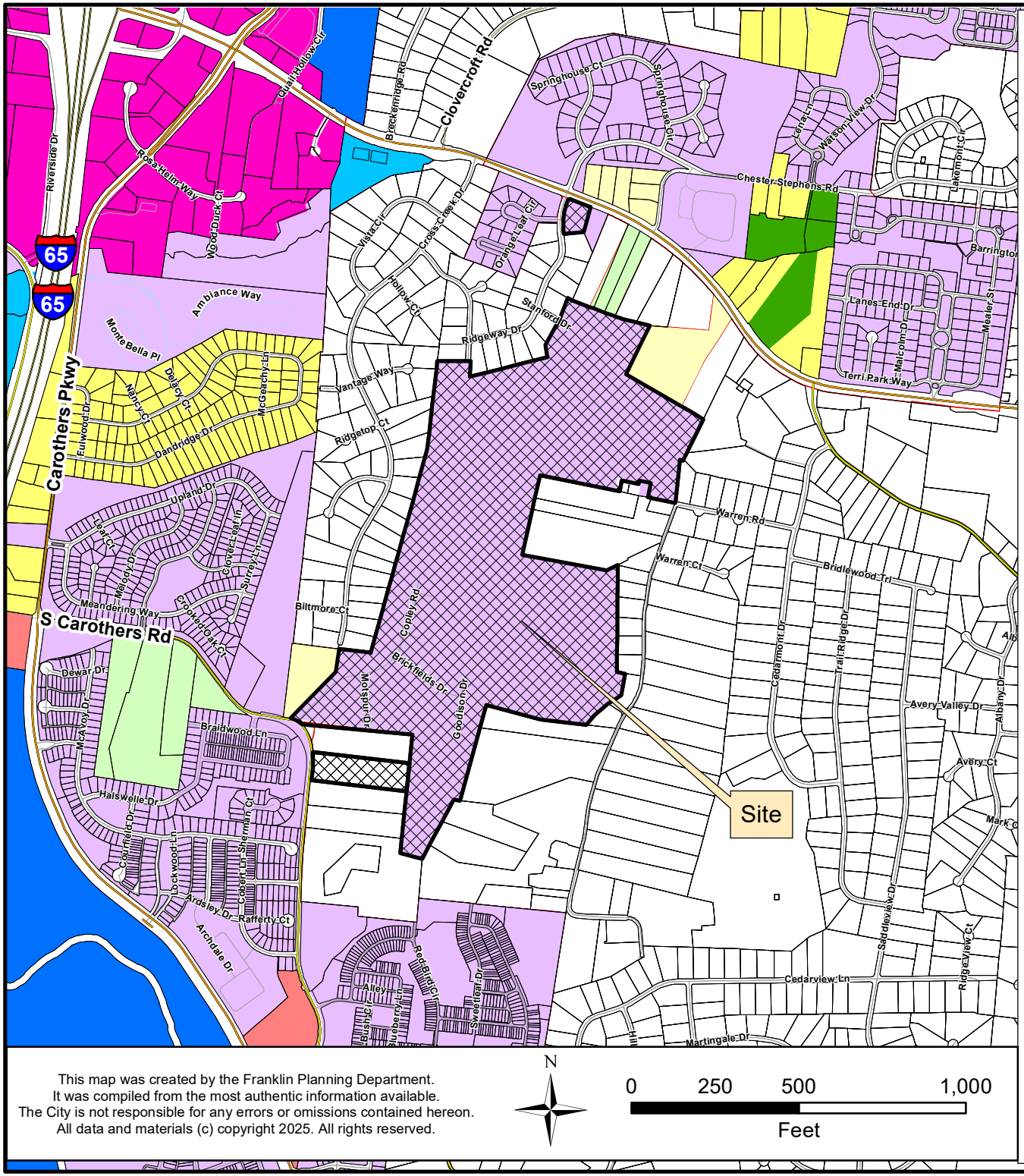
WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURAL
No. 137919
STATE OF TENNESSEE

Revision Date
△ _____
△ _____
△ _____
△ _____

ENLARGED EXISTING CONDITIONS SHEET

C1.2

COF # 8692



COLLETTA PARK PUD SUBDIVISION
ORDINANCE 2025-03
RESOLUTION 2025-13

Project Information

Existing Zoning: Planned (PD 1.0) District
Proposed Zoning: Planned (PD 1.26) District
Overlay Districts: None
Site Acreage: 204.89 acres
Proposed Number of Dwelling Units: 259
Proposed Nonresidential Square Footage: None

Legend

- Colletta Park PUD Subdivision
- 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
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- CC Central Commercial District
- DD Downtown District
- 1ST Avenue District
- 5TH Avenue District
- RC4 Regional Commerce 4 District
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0 250 500 1,000
Feet

HISTORIC FRANKLIN TENNESSEE

COLLETTA PARK PUD SUBDIVISION

REZONING REQUEST
PD(1.26 DUA)

Franklin, Williamson, Tennessee

APPLICANT & LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
3020 STANSBERRY LANE
SUITE 201
FRANKLIN, TN 37069
615-975-5765
greg.gamble@gdc-tn.com

ENGINEER:
KIMLEY-HORN
RYAN McMASTER
10 LEA AVENUE, SUITE 400
NASHVILLE, TN 37210
615-330-1749
ryan.mcmaster@kimley-horn.com

DEVELOPER/OWNER:
FORD COLLETTA LLC.
MIKE FORD
554 FRANKLIN RD SUITE 300
FRANKLIN, TN 37069
615-503-9727
chad.gore@mikefordbuilders.com

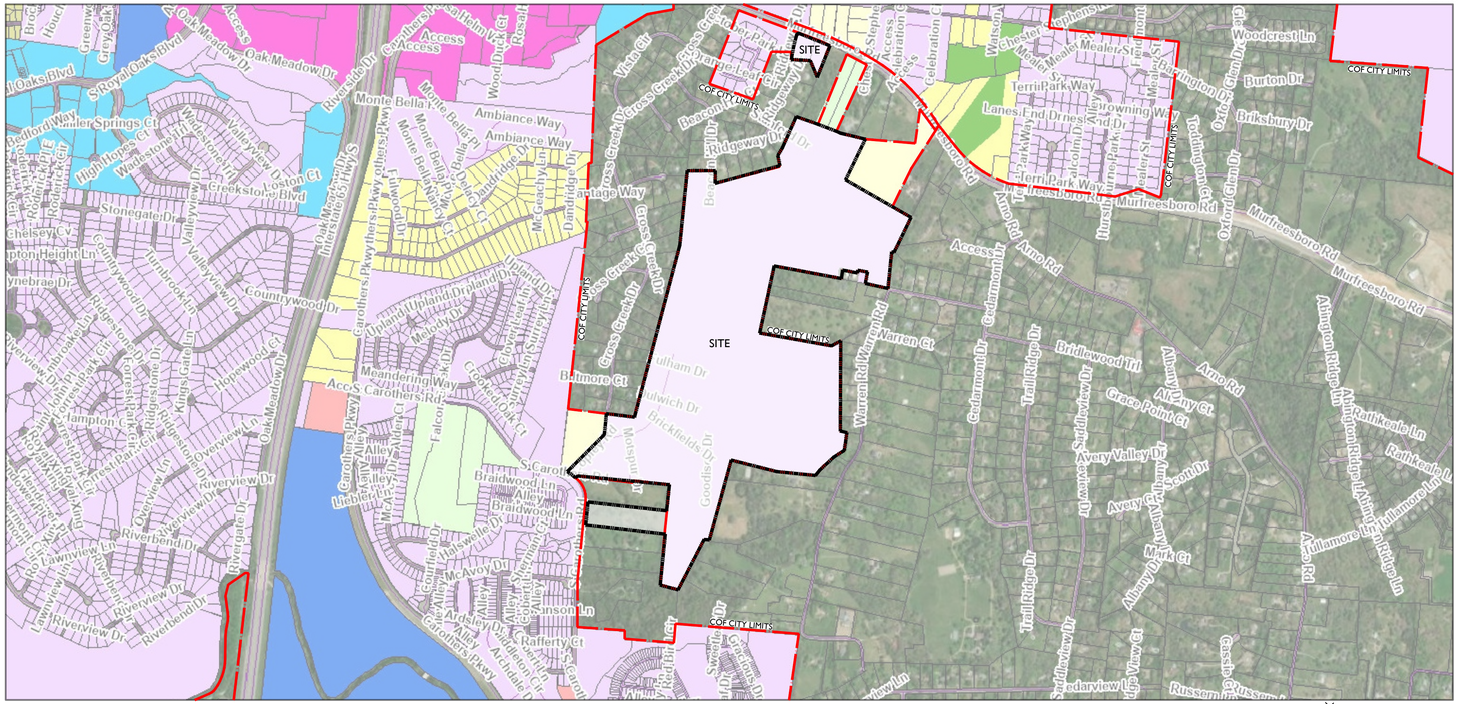
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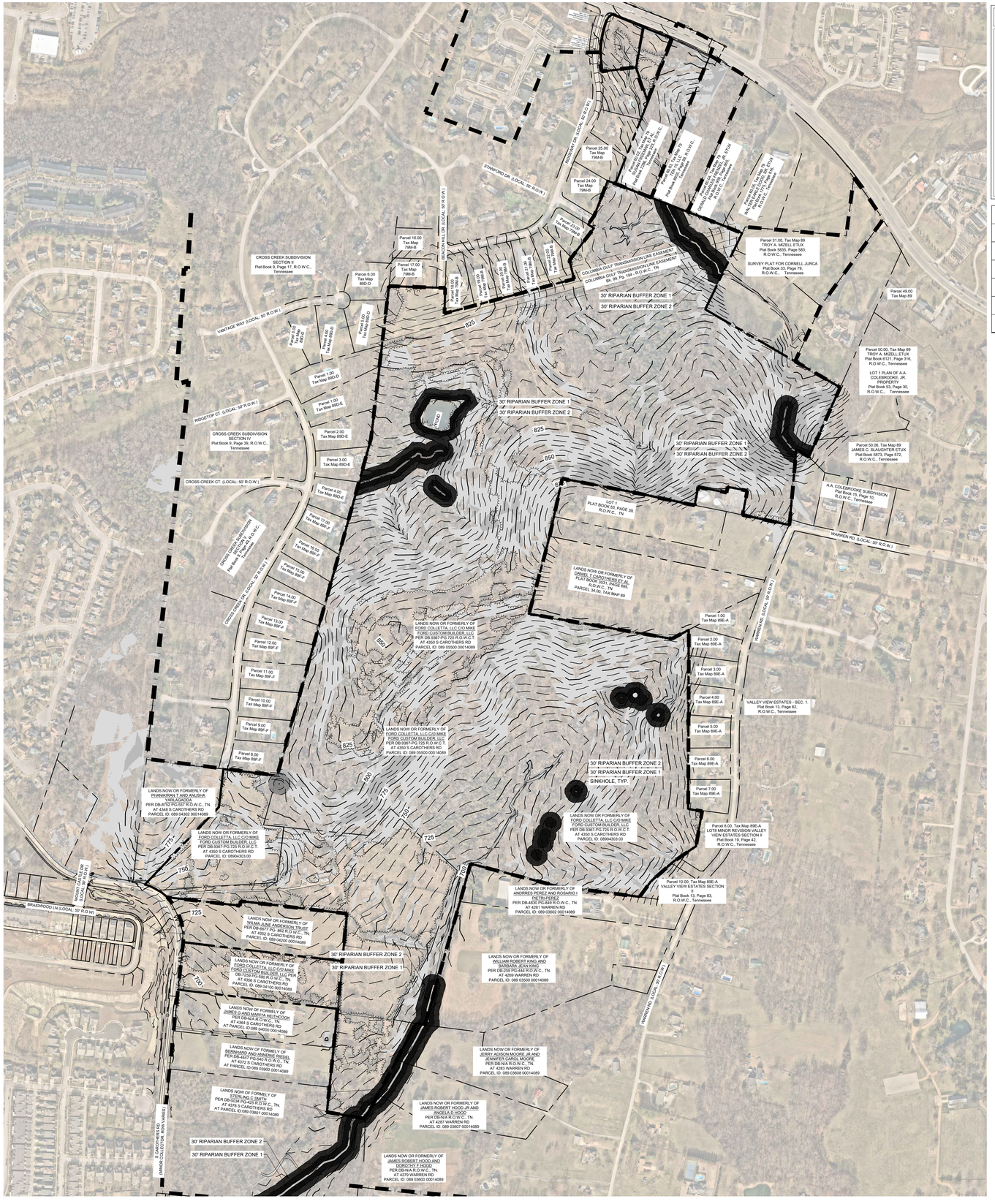
SUBDVISION/DEVELOPMENT:	**COLLETTA PARK PUD SUBDIVISION - REZONING REQUEST**
COF PROJECT NUMBER:	8692
TAX MAP & PARCELS:	079 MB 02800, 079 MB 02900, 089-04100, 089-05500
ADDRESS	1101 RIDGEWAY DRIVE MURFREESBORO ROAD 4356 SOUTH CAROTHERS ROAD
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TN
POSTAL CODE:	37064
SITE ACREAGE/SF:	204.89 AC / 8,925,110 SF
REGULATIONS	
EXISTING ZONING:	MGA-1(COUNTY) AND PUD (1.00 DUA)
PROPOSED ZONING:	PUD (1.26 DUA)
OVERLAY ZONING:	N/A
BUILDING TYPES APPLIED:	HOUSE, TOWNHOUSE
FRONTAGE TYPES APPLIED:	YARD URBAN
EXISITING LAND USE:	RESIDENTIAL
PROPOSED LAND USE:	RESIDENTIAL
ENVISION FRANKLIN DESIGN CONCEPT	MIXED RESIDENTIAL

NOTE*: THIS REZONING REQUEST IS ASSOCIATED WITH THE COLLETTA PARK PUD SUBDIVISION DEVELOPMENT PLAN - REVISION 1 SUBMITTAL (COF#8691).

SHEET INDEX

C0.0	COVER SHEET
C1.0	OVERALL EXISTING CONDITIONS
C1.1	ENLARGED EXISTING CONDITIONS
C1.2	ENLARGED EXISTING CONDITIONS


SITE
SITE
COF CITY LIMITS
Monte Bella Dr
Ambiance Way
Oak Meadow Dr
Riverside Dr
Access
Cross Creek Dr
Ridgeway Dr
Bentwood Dr
Fulham Dr
Baltimore Ct
Brickfields Dr
Goodalls Dr
Meandering Way
S Carothers Rd
Carothers Pkwy
Countrywood Dr
Riverview Dr
Rivergate Dr
Riverbend Dr
Braidwood Ln
Alley
Swedeview Dr
Swedeview Ln
Swedeview Cir
Swedeview Ct
Swedeview Pl
Swedeview Way
Swedeview Loop
Swedeview Trl
Swedeview Pkwy
Swedeview Blvd



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 AND TOPO SURVEY PREPARED BY JTA LAND SURVEYING, INC., DATED 06/04/2024, AND A TOPO SURVEY PREPARED BY ENERGY LAND & INFRASTRUCTURE DATED 04/20/2024. ADDITIONALLY, OFFSITE INFORMATION FROM S CAROTHERS ROAD CONSTRUCTION IS PROVIDED PER CITY OF FRANKLIN PROJECTS #7151 & #7698. 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.
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SITE SLOPE TABLE

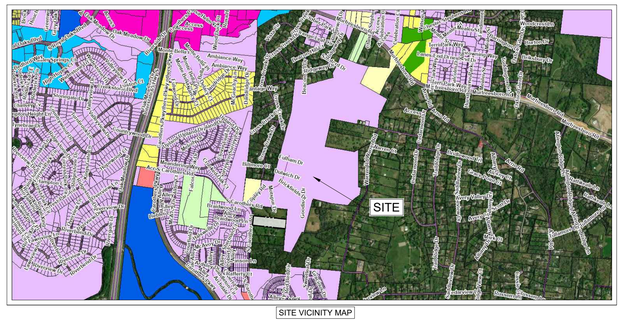
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Premises Considered

Map-Parcel	Acres
079M-B02800	1.5
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089-05500	196.33
089-04100	5.86
Total	204.89



SITE VICINITY MAP

GRAPHIC SCALE IN FEET
0 150 300 600

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION, REZONING

Franklin, Williamson County, Tennessee

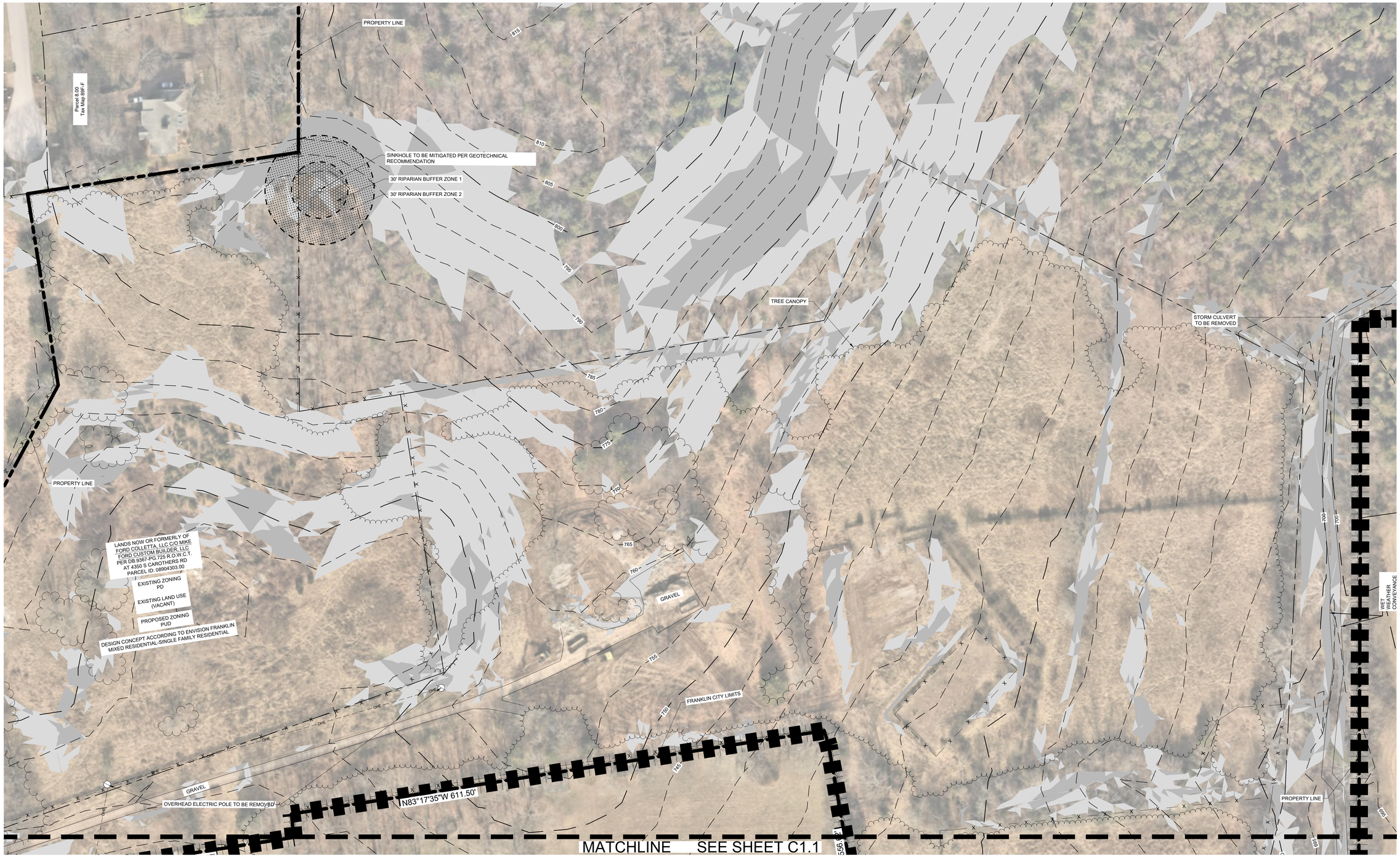
WILLIAM GRAY HARRISON REGISTERED ENGINEER AGREEMENT NUMBER No. 127918 STATE OF TENNESSEE

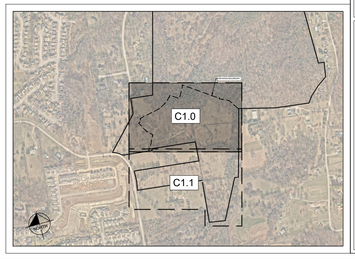
Revision Date
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OVERALL EXISTING CONDITIONS

SHEET
C1.0

COF # 8692





SURVEY NOTES

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION, REZONING

Franklin, Williamson County, Tennessee

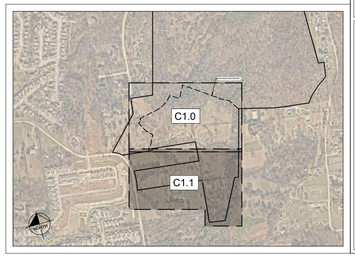
WILLIAM GRAY HARRISON REGISTERED ENGINEER AGRICULTURAL OMNIBUS No. 127919 STATE OF TENNESSEE 12/20/2024

Revision Date
△ _____
△ _____
△ _____
△ _____

ENLARGED EXISTING CONDITIONS SHEET

C1.1

COF # 8692



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Total	204.89

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NORTH

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DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION, REZONING

Franklin, Williamson County, Tennessee

WILLIAM GRAY HARRISON REGISTERED ENGINEER AGRICULTURE No. 127919 STATE OF TENNESSEE

Revision Date
△ _____
△ _____
△ _____
△ _____

ENLARGED EXISTING CONDITIONS SHEET

C1.2

COF # 8692

File #: 21-0269

DATE: March 19, 2025

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 2025-13, A Resolution Approving A Revised Development Plan For Colletta Park PUD Subdivision, For The Property Located South Of Murfreesboro Road And East Of South Carothers Road, Including 4356 South Carothers Road. Establishing A Public Hearing On May 13, 2025
FMPC 3/27/25, 9-0

PURPOSE:

PROJECT INFORMATION
COF Project Number: 8691
Applicant: Greg Gamble, Gamble Design Collaborative
Owner: Mike Ford, Ford Colletta LLC

BACKGROUND/STAFF COMMENTS:
Colletta Park PUD is currently approved with 199 single-family lots on 199 acres. The proposed revision amounts to 204.89 acres with 232 single-family lots and 27 townhome units. The proposed revision is to add a parcel along South Carothers addressed as 4356 South Carothers Road. This parcel is the subject of the associated annexation and plan of service. The applicant has proposed a subdivision of single-family residential homes of varying lot sizes as well as townhome units. The applicant is exceeding the required open space and tree save calculations on the plan.

Envision Franklin recommends the Single Family Residential Design Concept for the majority of the project within the city limits, and a smaller portion of the existing Development Plan, along with the proposed annexed parcel of 4356 South Carothers Road, recommends the Mixed Residential Design Concept. Envision Franklin's Single Family Residential design concept states, "The Single Family Residential design concept consists of single-family residential neighborhoods, which provide a range of single-family dwellings and lot sizes." The plan as proposed incorporates the recommendations and guiding principles of the Single Family Residential design concept by providing 5 different lot sizes within the plan to provide the range of single-family homes as suggested within Envision Franklin. The newly added parcel (4356 South Carothers Road) lies within the Mixed Residential design concept, which states, "The Mixed Residential design concept contains residential neighborhoods with a combination of single-family dwellings, duplexes, multiplexes, and townhouses. The defined character across this design concept may vary by neighborhood, but new development should transition from existing development patterns in adjacent neighborhoods." The plan is proposing townhomes on this parcel to add to the existing single-family development. They

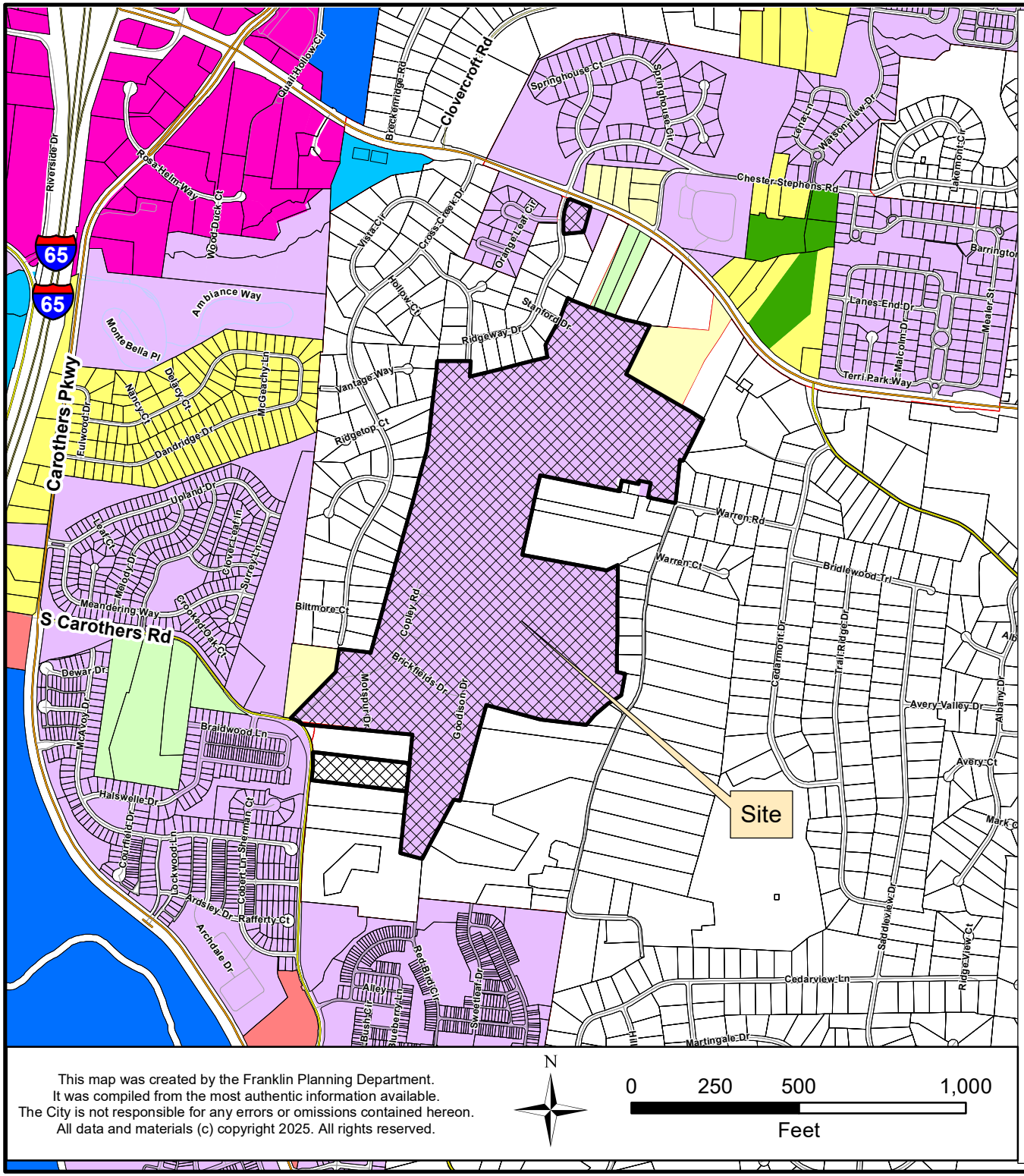
are achieving a transition by providing open spaces between the newly proposed townhomes and the adjacent neighborhoods. The accompanying rezoning along with this proposed development plan meets the intent of Envision Franklin.

VESTING INFORMATION:
Colletta Park PUD was approved on December 12, 2017, with two modifications of standards (SWCO-3 Standards and Cul-de-sac length). The applicant requested a vesting extension in 2021, which was granted, and then again in 2023, which was again granted. This development plan is not requesting to establish new vesting but requesting to keep their current vesting for the entirety of the development, including the addition of 4356 South Carothers Road.

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:
Franklin Municipal Planning Commission recommends approval with conditions of Resolution 2025-13 by a vote of 9-0.
Staff recommends that the Board of Mayor and Aldermen approve Resolution 2025-13.



COLLETTA PARK PUD SUBDIVISION
ORDINANCE 2025-03
RESOLUTION 2025-13

Project Information
Existing Zoning: Planned (PD 1.0) District
Proposed Zoning: Planned (PD 1.26) District
Overlay Districts: None
Site Acreage: 204.89 acres
Proposed Number of Dwelling Units: 259
Proposed Nonresidential Square Footage: None

Legend

- Colletta Park PUD Subdivision
- AG Agricultural District
- ER Estate Residential District
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- R3 Residential 3 District
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Feet

HISTORIC FRANKLIN TENNESSEE

RESOLUTION 2025-13

A RESOLUTION APPROVING A REVISED DEVELOPMENT PLAN FOR COLLETTA PARK PUD SUBDIVISION, FOR THE PROPERTY LOCATED SOUTH OF MURFREESBORO ROAD AND EAST OF SOUTH CAROTHERS ROAD, INCLUDING 4356 SOUTH CAROTHERS ROAD.

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

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

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

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

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

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

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

WHEREAS, BOMA originally rezoned the subject Property as part of Ordinance 2016-28 on December 13, 2016, and originally approved a Development Plan for the subject property as part of Resolution 2017-62 on December 12, 2017; and

WHEREAS, in accordance with the provisions of the City of Franklin, Tennessee, Zoning Ordinance, and as required by *Tennessee Code Annotated* § 13-4-310, as amended, the approval of the Development Plan by the BOMA in Resolution 2017-62, initiated a vesting period during which the development standards adopted by the City, and in effect on the date of approval, remain the standards applicable to the approved PUD Development Plan; and

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

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

WHEREAS, BOMA has, or will, approve the amended zoning for the Property as part of Ordinance 2025-03.

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 Revision, is as follows:

PREMISES CONSIDERED

Map-Parcel	Acres
079M--B02800 079M--BO2900	2.7
089--05500 089--04304 089--04303	196.33
089—04100	5.86
Total	204.89

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

SECTION III: That the overall entitlements, as amended, for the Colletta Park PUD Subdivision are as follows:

Entitlements	**Colletta Park PUD Subdivision**
Original Base Zone District	PD (1.0)
Requested Base Zone District	PD (1.26)
Other Zoning Overlays	N/A
Character Area Overlay	SWCO-3/MECO-6
Development Standard	Conventional
Number of Dwelling Units	259
Connectivity Index	1.31
Open Space Requirements	65.44 acres
Number of Phases in Development	7
Vested Development Plan Approval	Resolution No. 2017-62 Date of approval: 12/12/17
Approved Modification of Development Standards	MOS 1 – Lots Less than an acre. MOS 2 – Cul-De-Sac length greater than 500 feet and serve more than 20 lots.
Development Plan Revision Number	1

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

SECTION VI. That this Resolution shall take effect from and after the passage of Ordinance 2025-03, 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 _____, 2025.

ATTEST: **CITY OF FRANKLIN, TN:**

By: _____ By: _____
Angie Skarp **DR. KEN MOORE**
City Recorder Mayor

Approved as to form by:

_____
Shauna R. Billingsley
City Attorney

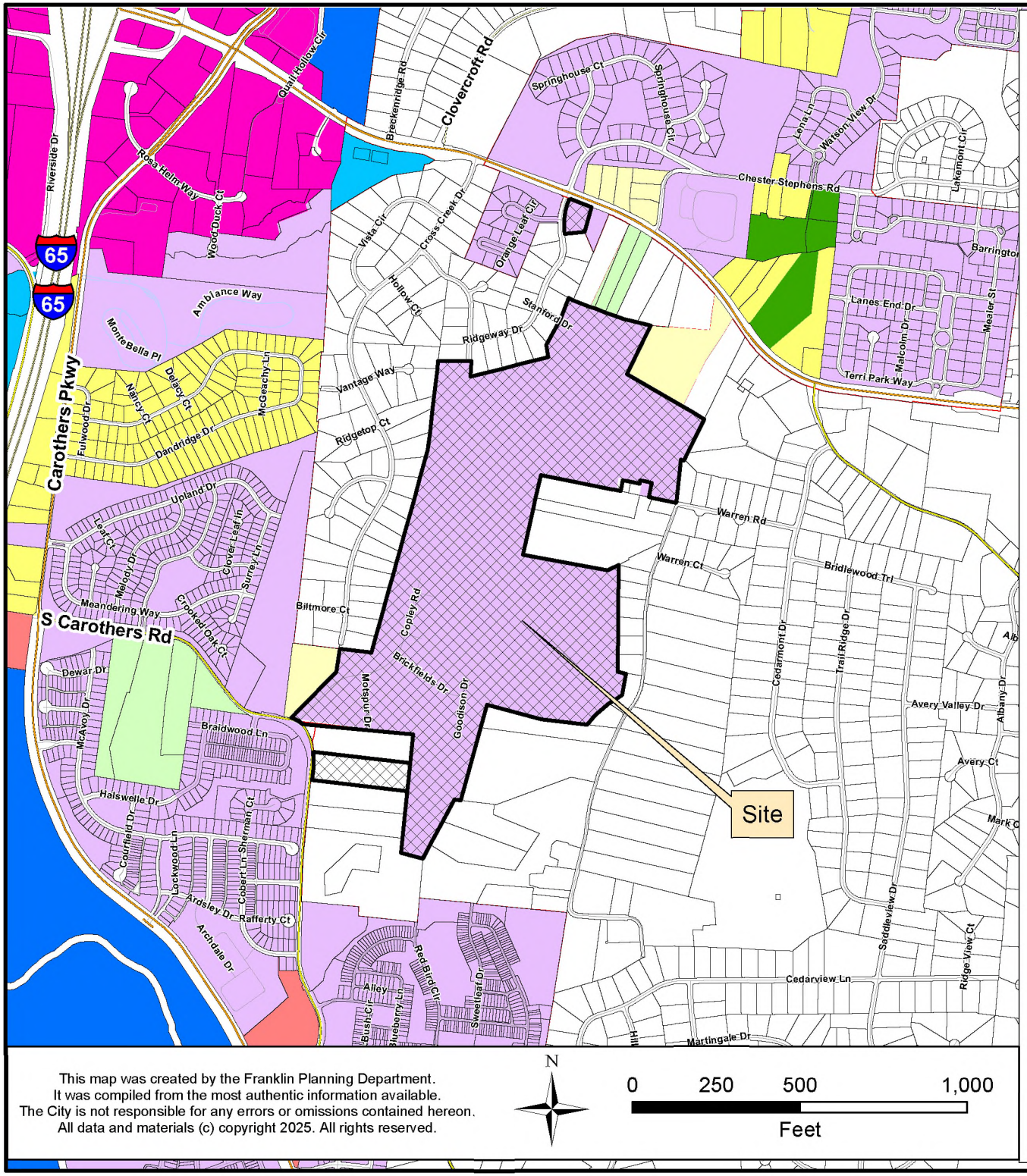
PREAPPLICATION CONFERENCE: October 8, 2024

BOMA/FMPC JOINT CONCEPTUAL WORKSHOP: December 12, 2025

NEIGHBORHOOD MEETING: October 9, 2024

PLANNING COMMISSION RECOMMENDED APPROVAL: _____

PUBLIC HEARING AND BOMA APPROVAL: _____



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COLLETTA PARK PUD SUBDIVISION
ORDINANCE 2025-03
RESOLUTION 2025-13

Project Information
Existing Zoning: Planned (PD 1.0) District
Proposed Zoning: Planned (PD 1.26) District
Overlay Districts: None
Site Acreage: 204.89 acres
Proposed Number of Dwelling Units: 259
Proposed Nonresidential Square Footage: None

Legend

- Colletta Park PUD Subdivision
- 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 District
- CC Central Commercial District
- DD Downtown District
- 1ST Avenue District
- 5TH Avenue District
- RC4 Regional Commerce 4 District
- RC6 Regional Commerce 6 District
- RC12 Regional Commerce 12 District
- GO General Office District
- LI Light Industrial District
- HI Heavy Industrial District

HISTORIC FRANKLIN TENNESSEE

COLLETTA PARK PUD SUBDIVISION - REVISION 1

DEVELOPMENT PLAN

PD(1.26 DUA)

Franklin, Williamson, Tennessee

APPLICANT & LANDSCAPE ARCHITECT:

GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
3020 STANSBERRY LANE
SUITE 201
FRANKLIN, TN 37069
615-975-5765
greg.gamble@gdc-tn.com

ENGINEER:

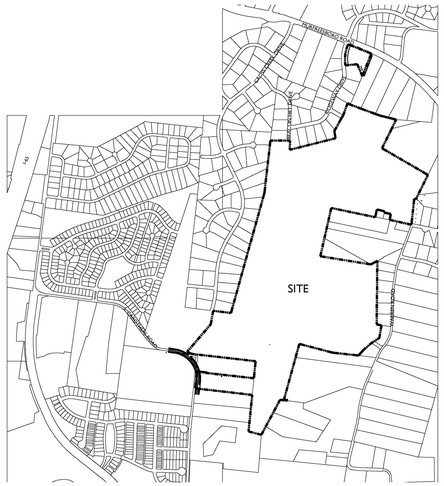
KIMLEY-HORN
RYAN McMASTER
10 LEA AVENUE, SUITE 400
NASHVILLE, TN 37210
615-330-1749
ryan.mcmaster@kimley-horn.com

DEVELOPER/OWNER:

FORD COLLETTA LLC.
MIKE FORD
554 FRANKLIN RD SUITE 300
FRANKLIN, TN 37069
615-503-9727
chad.gore@mikefordbuilders.com

SHEET INDEX

C0.0	COVER SHEET
C1.0	OVERALL EXISTING CONDITIONS
C1.1	ENLARGED EXISTING CONDITIONS
C1.2	ENLARGED EXISTING CONDITIONS
C2A	APPROVED DEVELOPMENT PLAN
C2B	APPROVED DEVELOPMENT PLAN
C2.0	OVERALL DEVELOPMENT PLAN
C2.1	DEVELOPMENT PLAN ENLARGEMENT
C2.2	DEVELOPMENT PLAN ENLARGEMENT
C3.0	GRADING AND DRAINAGE
C3.1	GRADING AND DRAINAGE
C4.0	ROW AND ACCESS PLAN
C4.1	ROW AND ACCESS PLAN
C4.2	ROW AND ACCESS PLAN
C4.3	ROW AND ACCESS PLAN
C4.4	SIGHT DISTANCE PLAN
C4.5	ROW AND ACCESS VEHICLE DETAILS
C5.0	UTILITY PLAN
C5.1	UTILITY PLAN
C6.0	PHASING PLAN
L1.0	OVERALL TREE PRESERVATION PLAN
L1.1	TREE PRESERVATION PLAN ENLARGEMENT
L1.2	TREE PRESERVATION PLAN ENLARGEMENT
L1.3	SPECIMEN TREE LIST
A1.0	ARCHITECTURAL ELEVATIONS
A1.1	ARCHITECTURAL ELEVATIONS
A1.2	ARCHITECTURAL ELEVATIONS
A1.3	ARCHITECTURAL ELEVATIONS
A1.4	ARCHITECTURAL ELEVATIONS
A1.5	ARCHITECTURAL ELEVATIONS



NOT TO SCALE

REQUESTED MODIFICATIONS OF STANDARDS
COLLETTA PARK PUD SUBDIVISION

MOS 1
#1. Modification of Standards Request for Zoning Ordinance Section 3.5.10(2)(d)(iii) SWCO-3 Standards

The applicant requests a Modification of Standards as it relates to the following item for the Seward Hall, Special Area 3: "new development shall be restricted to detached residential dwellings on lots with a minimum lot area of one to five acres." While this design criteria is appropriate for a portion of the proposed Colletta Park, it would not allow the development to appropriately transition to the high density development of the Carothers Parkway corridor. Approval of this MOS would allow the develop pattern in the proposed Colletta Park to transition between the two divergent, existing development patterns.

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DESIGN MODIFICATION - CONNECTIVITY INDEX
Due to Williamson County's limitations on connectivity to Beacon Hill and Stanford Drive, existing development without access on the western boundary, and topographic constraints along Warren Road, the client requests a design modification for connectivity.

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SPECIAL CONDITION
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STATEMENT OF IMPACTS:

WATER:
WATER SERVICE WILL BE PROVIDED BY MILCROFTON UTILITY DISTRICT.
259 X 350 GPD = 90,650 GPD

SEWER:
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. FOR THE PORTION OF THE SITE IN THE MAYS CREEK BASIN, CONNECTION TO THE SEWER MAIN WILL BE MADE IN SIMMONS RIDGE TO THE SOUTH. FOR THE POTION OF THE SITE IN THE WATKINS CREEK BASIN, CONNECTION WILL BE MADE TO THE NORTH TO THE SEWER MAIN IN OCTOBER PARK ON RIDGEWAY DRIVE.

REPURIFIED (REUSE) WATER FACILITIES:
NOT AVAILABLE

STREET NETWORK:
AS SHOWN ON THE MAJOR THOROUGHFARE PLAN - SEE SHEET C 4.0 OVERALL ROW AND ACCESS PLAN INCLUDING CONNECTIVITY ELEMENTS.

THE SITE IS LOCATED BETWEEN MAJOR ARTERIAL MURFREESBORO ROAD AND MINOR COLLECTOR S CAROTHERS ROAD. DAILY ACCESS TO COLLETTA PARK IS PROVIDED BY A DIRECT CONNECTION TO S CAROTHERS ROAD.

ACCESS FROM THE NORTH WILL BE RESTRICTED TO EMERGENCIES ONLY. EMERGENCY ACCESS ROUTES WILL CONNECT TO LOCAL ROADS STANFORD DRIVE AND BEACON HILL DRIVE. THE STANFORD DRIVE CONNECTION WILL BE A FULL 50' ROW AND ROAD CONNECTION, WITH AN EMERGENCY ACCESS GATE. THE BEACON HILL DRIVE CONNECTION WILL BE A 12' PAVED MULTI-USE TRAIL WITH A 50' ROW DEDICATION.

FUTURE ROAD CONNECTIONS ARE PROVIDED. A FULL TRAFFIC IMPACT STUDY PREPARED BY FISCHBACH TRAFFIC GROUP, LLC AND REVIEWED BY A THIRD PARTY, VOLKERT ENGINEERING. PROVIDES GREATER DETAIL OF THE OVERALL IMPACT OF THE DEVELOPMENT ON THE EXISTING ROAD NETWORK.

DRAINAGE FACILITIES:
THE PROPERTY HAS THREE PRIMARY DRAINAGE BASINS. ONE DRAINS NORTH TO WATKINS CREEK. ONE DRAINS WEST THROUGH CROSS CREEK SUBDIVISION AND ONE DRAINS SOUTH TOWARDS SOUTH CAROTHERS ROAD.

POLICE AND FIRE DEPT:
FRANKLIN FIRE DEPT STATION #2 - 2.1 MILES DRIVING DISTANCE
COLUMBIA AVE. POLICE STATION - 2.7 MILES DRIVING DISTANCE

RECREATIONAL FACILITIES:
LIBERTY PARK - 3.0 MILES DRIVING DISTANCE

PROJECTED STUDENT POPULATION:
259 HOMES X .45 STUDENTS = 117 PROJECTED STUDENTS

REFUSE COLLECTION:
PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE.

RESTRICTIVE COVENANTS:
A HOME OWNER'S ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY OF RESIDENTS. THE HOA WILL REGULATE ARCHITECTURAL STANDARDS AND THE MAINTENANCE OF THE COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE AND RECREATIONAL AREAS.

NOTE: AS ACCESS POINTS AND IMPACTS TO THE STREET NETWORK ARE DETERMINED, THE STATEMENT OF IMPACTS MAY NEED TO BE REVISED

PENDING APPROVAL BY BOMA, THIS DOCUMENT WAS REVIEWED UNDER AND IS NOW VESTED IN THE FOLLOWING DEVELOPMENT STANDARDS:

ZONING ORDINANCE: JANUARY 1, 2017

SUBDIVISION REGULATIONS: FEBRUARY 28, 2013

HISTORIC DISTRICT DESIGN GUIDELINES: N/A

TRANSPORTATION AND STREET TECHNICAL STANDARDS: APRIL 25, 2017

STORMWATER BMP MANUAL: JANUARY 1, 2016

TECHNICAL SPECIFICATIONS FOR UTILITY INSTALLATION: DECEMBER 10, 2013

MUNICIPAL CODE: AUGUST 13, 2019

⚠ ADDITIONAL PARCEL, SECTION 2 REVISION, OPEN SPACE REVISION, SITE DATA CHART

SITE DATA

SUBDIVISION/DEVELOPMENT:	**COLLETTA PARK SUBDIVISION, PUD DEVELOPMENT PLAN - REVISION 1**
COF PROJECT NUMBER:	8691
TAX MAP & PARCELS:	079 MB 02800, 079 MB 02900, 089-04100, 089-05500
ADDRESS	1101 RIDGEWAY DRIVE MURFREESBORO ROAD 4356 SOUTH CAROTHERS ROAD
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TN
POSTAL CODE:	37064
SITE ACREAGE/SF:	204.89 AC / 8,925,110 SF
REGULATIONS	
EXISTING ZONING:	PUD (CITY), MGA-1(COUNTY)
PROPOSED ZONING:	PUD (1.26 DUA)
OVERLAY ZONING:	N/A
BUILDING TYPES APPLIED:	HOUSE, TOWNHOUSE
SETBACKS:	
120' SINGLE-FAMILY FRONT-LOADED	
FRONT YARD-	35'
SIDE YARD-	15'
SIDE STREET-	25'
REAR YARD-	35'
85' SINGLE-FAMILY FRONT-LOADED	
FRONT YARD-	20'
SIDE YARD-	10'
SIDE STREET-	15'
REAR YARD-	20'
65' SINGLE-FAMILY FRONT-LOADED	
FRONT YARD-	20'
SIDE YARD-	5'
SIDE STREET-	15'
REAR YARD-	20'
46' SINGLE-FAMILY ALLEY-LOADED	
FRONT YARD-	15'
SIDE YARD-	5'
SIDE STREET-	10'
REAR YARD-	5'
41' SINGLE-FAMILY ALLEY-LOADED	
FRONT YARD-	15'
SIDE YARD-	5'
SIDE STREET-	10'
REAR YARD-	5'
TOWNHOMES ALLEY-LOADED	
FRONT YARD-	15'
SIDE YARD-	5'
SIDE STREET-	10'
REAR YARD-	5'
DWELLING UNIT COUNT, BY TYPE:	120' SINGLE-FAMILY: 53 85' SINGLE-FAMILY: 17 65' SINGLE-FAMILY: 105 46' SINGLE FAMILY: 8 41' SINGLE FAMILY: 49 TOWNHOMES: 27
TOTAL:	259
BUILDING HEIGHT:	2 STORIES
LANDSCAPE SURFACE RATIO:	0.40
MINIMUM LANDSCAPE SURFACE RATIO:	0.30
OPEN SPACE SF REQUIRED:	1,338,599 SF; 30.73 AC (15% OF SITE)
FORMAL OPEN SPACE SF REQUIRED:	455,202 SF; 10.45 AC (34% OF REQUIRED OPEN SPACE)
FORMAL OPEN SPACE SF PROPOSED:	501,257 SF; 11.50 AC (36% OF REQUIRED OPEN SPACE)
INFORMAL OPEN SPACE REQUIRED:	883,397 SF; 20.28 AC (66% OF REQUIRED OPEN SPACE)
INFORMAL OPEN SPACE AREA PROVIDED:	2,756,655 SF; 63.28 (206% OF REQUIRED OPEN SPACE)
TREE PRESERVATION REQUIRED:	52.90 AC (36% OF EXISTING)
TREE PRESERVATION PROPOSED:	55.11 AC (37.5% OF EXISTING)
PARKING REQUIRED:	
SINGLE-FAMILY RESIDENTIAL:	464 (2 PER UNIT)
TOWNHOMES:	81 (3 PER 3 BEDROOM)
TOTAL:	545
PARKING PROVIDED:	635
HISTORICAL RESOURCE TREATMENT:	NA
OVERALL DENSITY:	1.26 UNITS/AC
NET DENSITY (MINUS ROW):	1.42 UNITS/AC
NET DENSITY (MINUS ROW AND STREAM BUFFERS):	1.48 UNITS/AC
NONRESIDENTIAL SQUARE FOOTAGE:	NA
TOTAL ACREAGE BY USE, ENTIRE SITE:	101.49 AC RESIDENTIAL 74.78 AC OPEN SPACE 5.68 AC NON-BUILDABLE LOTS 22.94 AC RIGHT-OF-WAY
TOTAL ACREAGE BY USE, PER SECTION:	SECTION 1 16.53 AC RESIDENTIAL (36 UNITS) 8.35 AC OPEN SPACE SECTION 2 19.62 AC RESIDENTIAL (119 UNITS) 8.82 AC OPEN SPACE SECTION 3 32.05 AC RESIDENTIAL (33 UNITS) 18.71 AC OPEN SPACE SECTION 4 16.70 AC RESIDENTIAL (59 UNITS) 29.16 AC OPEN SPACE SECTION 5 16.59 AC RESIDENTIAL (12 UNITS) 9.74 AC OPEN SPACE

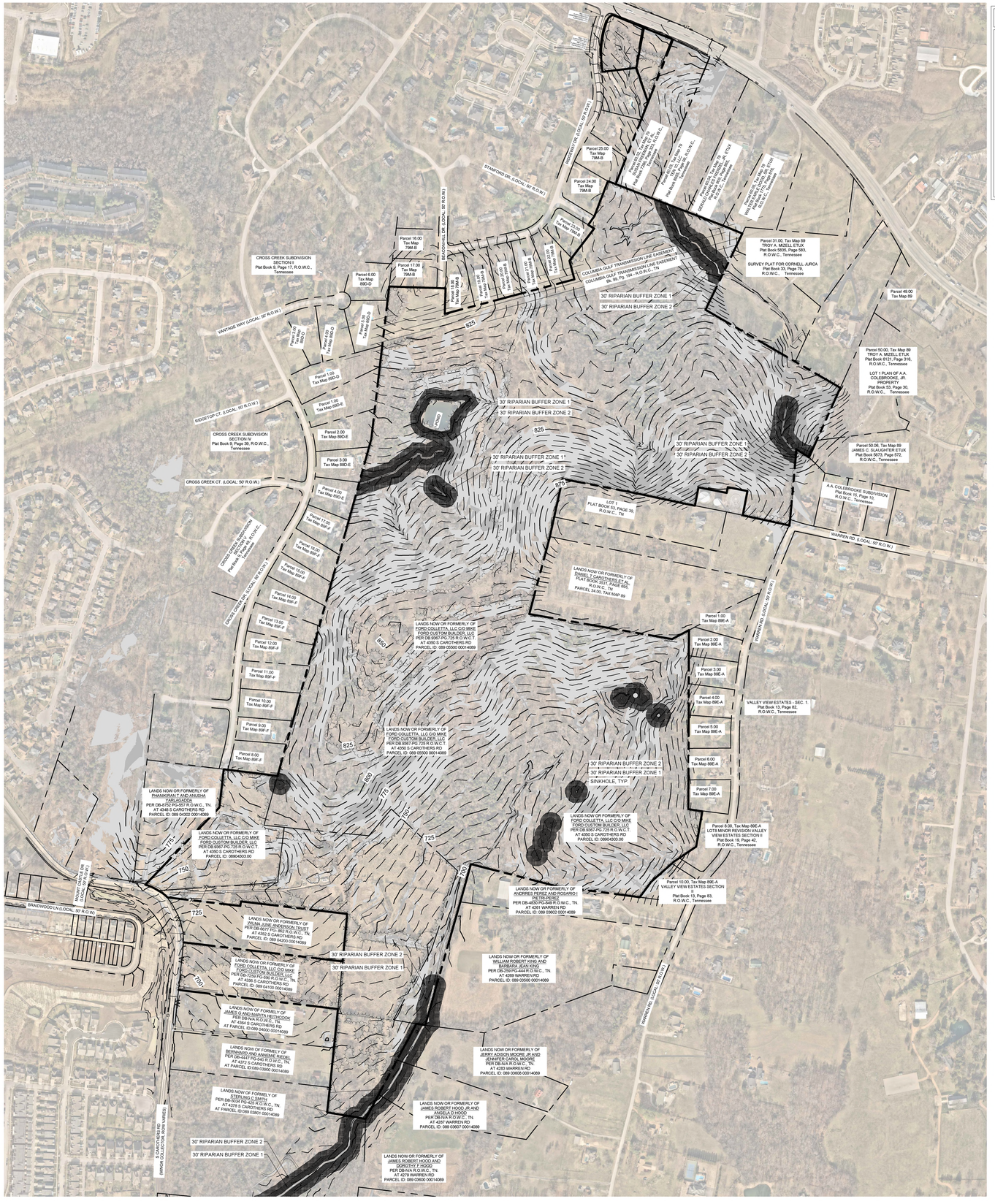
FORD CLASSIC HOMES

Kimley»Horn

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

PRE-APP SUBMITTAL: SEPTEMBER 30, 2024
INITIAL SUBMITTAL: JANUARY 13, 2025
RESUBMITTAL: FEBRUARY 6, 2025
ONE STOP:
COF #:8691



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 AND TOPO SURVEY PREPARED BY ,JTA LAND SURVEYING, INC., DATED 06/04/2024, AND A TOPO SURVEY PREPARED BY ENERGY LAND & INFRASTRUCTURE DATED 04/20/2024. ADDITIONALLY, OFFSITE INFORMATION FROM S CAROTHERS ROAD CONSTRUCTION IS PROVIDED PER CITY OF FRANKLIN PROJECTS #7151 & #7698. 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.
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4. THE CONSULTANT HAS FOUND NO EVIDENCE OF THE MINERAL RIGHTS OF THIS PROPERTY BEING TRANSFERRED TO ANY PARRY OTHER THAN THE OWNER.
5. THIS PROJECT IS NOT LOCATED IN A FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 47187C0214GF, DATED DECEMBER 22, 2016 , 47187C0220F, DATED SEPTEMBER 29, 2006.

SITE SLOPE TABLE

	14% - 19.99%
	20% and above

EXISTING STORMWATER NARRATIVE

IN THE EXISTING CONDITION, STORMWATER RUNOFF FOR THIS SITE ENCOUNTERS AN AGRICULTURAL GENTLY SLOPING THROUGHOUT THE PROPERTY. RUNOFF TRAVELS VIA SHEET FLOW AND SHALLOW CHANNEL FLOW TO ONE OUTFALLS. OUTFALL #1 IS AN EXISTING STREAM AT THE SOUTHERN END OF THE PROPERTY

GRAPHIC SCALE IN FEET
0 150 300 600

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
4031 Aspen Grove Drive, Franklin, TN 37067
Main: 615 564 2701 www.kimley-horn.com
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FORD CLASSIC HOMES

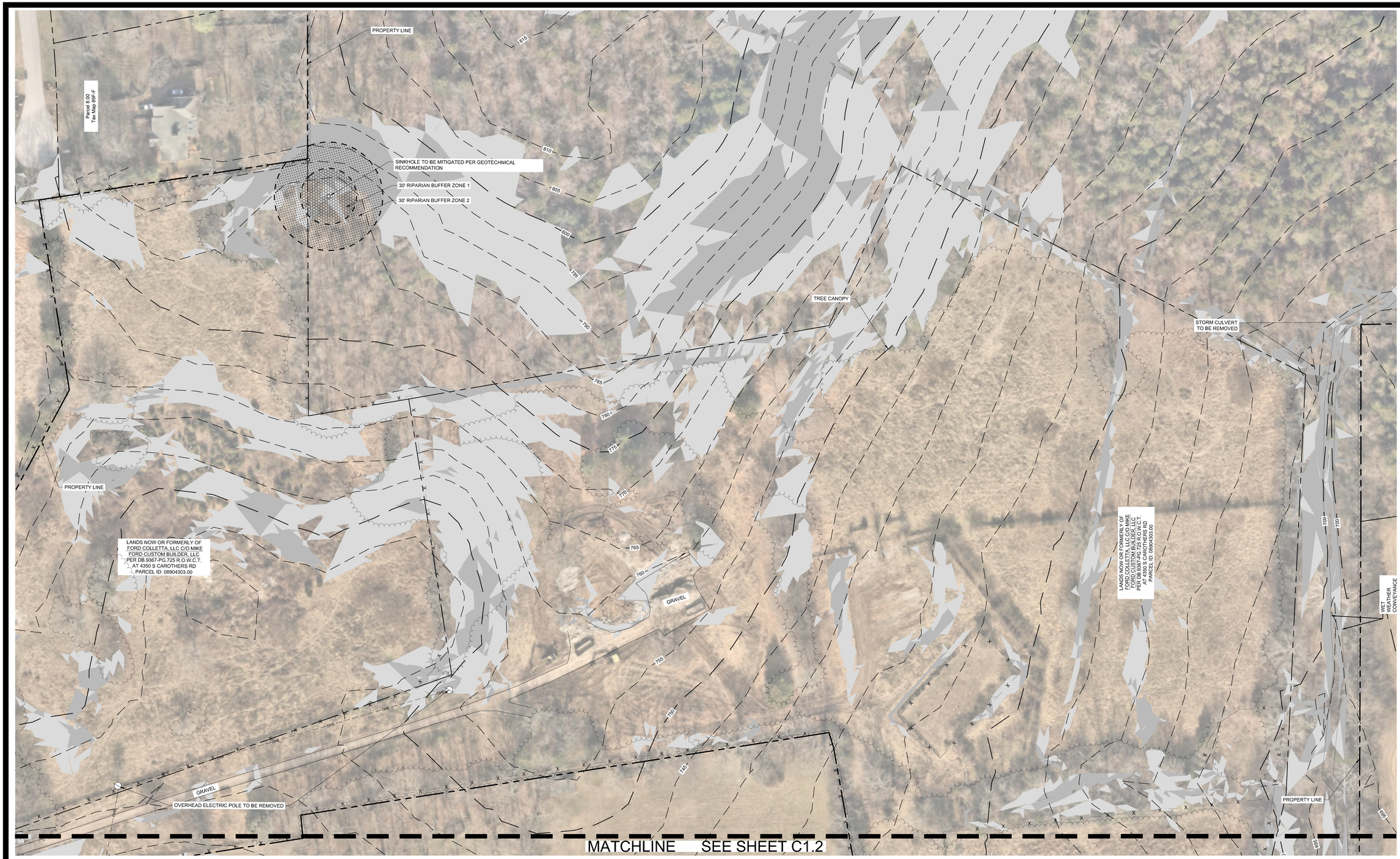
COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURAL ENGINEER
No. 127815
STATE OF TENNESSEE
12/19/2025

Revision Date
- △ _____
- △ _____
- △ _____
- △ _____

OVERALL EXISTING CONDITIONS

SHEET
C1.0
COF # 8691





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0 25 50 100

NORTH

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DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
4031 Aspen Grove Drive, Franklin, TN 37067
Main: 615 844 0573 www.kimley-horn.com
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FORD CLASSIC HOMES

COLLETTA PARK PUD
SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURAL & BIOSYSTEMS ENGINEER
No. 137619
STATE OF TENNESSEE

Revision Date
- △ _____
- △ _____
- △ _____
- △ _____

ENLARGED EXISTING CONDITIONS SHEET

C1.1

COF # 8691

MATCHLINE SEE SHEET C1.1

LANDS NOW OR FORMERLY OF
WILMA JUNE ANDERSON TRUST
PER DB-6677 PG- 862 R.O.W.C., TN.
AT 4352 S CAROTHERS RD
PARCEL ID: 089 04200 00014089

OVERHEAD ELECTRIC TO BE REMOVED

TREE CANOPY

FL18"CMP=711.92'

FL18"CMP=711.19'

PROPERTY LINE

LANDS NOW OR FORMERLY OF
FORD COLLETTA, LLC C/O MIKE
FORD CUSTOM BUILDER, LLC
PER DB-7259 PG-590 R.O.W.C., TN.
AT 4356 S CAROTHERS RD
PARCEL ID: 089 04100 00014089

6" MUD WATER LINE

ATMOS GAS LINE

18" CMP
I.E.=701.34

24" RCP
I.E.=695.13

24" RCP
I.E.=694.91

15" CMP
I.E.=701.14

15" CMP
I.E.=693.42

15" CMP
I.E.=692.46

FL24"CMP=696.77' I.E.=692.46

FL"CMP=698.65'

LANDS NOW OR FORMELY OF
JAMES G AND MARITA HETHCOOK
PER DB-N/A R.O.W.C., TN.
AT 4384 S CAROTHERS RD
AT PARCEL ID 089 04000 00014089

S CAROTHERS RD
MINOR COLLECTOR ROW (VARIES)

FL12"CMP=698.53'

Concrete Headwall
24"CMP
I.E.=685.03

24"CMP
I.E.=685.75

FL12"CMP=699.03'

FL15"RCP=701.82'

BUILDING

30.0'
RIPARIAN
BUFFER
ZONE 2

30.0'
RIPARIAN
BUFFER
ZONE 1

OVERHEAD ELECTRIC TO BE REMOVED

STREAM TOP
OF BANK

LANDS NOW OR FORMERLY OF
JAMES ROBERT HOOD JR AND
[illegible]

[illegible]
TN.
014089

740
735
730
725
720
715
710
705
700
695
690
685

C1.0

C1.1

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NORTH

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Kimley»Horn
4031 Aspen Grove Drive, Franklin, TN 37067
Main: 615 844 2573 Fax: 615 370 8091
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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURE
TRANSPORTATION
COMMERCE
No. 137815
STATE OF TENNESSEE
12/19/2025

Revision Date
△ _____
△ _____
△ _____
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ENLARGED EXISTING CONDITIONS
SHEET
C1.2

COF # 8691



REQUESTED MODIFICATIONS OF STANDARDS
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OPEN SPACE REQUIREMENT CHART:
MINIMUM OPEN SPACE REQUIREMENT: 15%
SITE AREA: 199 AC
OPEN SPACE ACREAGE REQUIRED: 29.85 AC
FORMAL OPEN SPACE REQUIRED: 34% (10.15 AC)
INFORMAL OPEN SPACE REQUIRED: 66% (19.70 AC)

OPEN SPACE PROVIDED:

KEY	CLASSIFICATION	TYPE	AREA OF OPEN SPACE
1001	FORMAL	PARK	117,867 SF (2.71 AC)
1002	INFORMAL	GREEN BELT	101,543 SF (2.33 AC)
1003	INFORMAL	GREEN BELT	78,859 SF (1.81 AC)
2001	INFORMAL	GREEN BELT	103,606 SF (2.38 AC)
2002	FORMAL	PARK	73,968 SF (1.70 AC)
2003	INFORMAL	GREEN BELT	337,171 SF (7.74 AC)
3001	INFORMAL	GREEN BELT	264,097 SF (6.06 AC)
3002	FORMAL	PARK	29,014 SF (0.67 AC)
3003	FORMAL	PARK	55,350 SF (1.27 AC)
3004	INFORMAL	GREEN BELT	1,421,137 SF (32.62 AC)
4001	INFORMAL	GREEN BELT	2,718 SF (0.06 AC)
4002	INFORMAL	GREEN BELT	2,700 SF (0.06 AC)
5001	INFORMAL	GREEN BELT	41,619 SF (0.96 AC)
5002	FORMAL	PARK	19,189 SF (0.44 AC)
6001	INFORMAL	GREEN BELT	7,868 SF (0.18 AC)
6002	FORMAL	AMENITY	153,833 SF (3.53 AC)
6003	INFORMAL	GREEN BELT	10,655 SF (0.24 AC)
6004	INFORMAL	GREEN BELT	17,961 SF (0.41 AC)
7001	INFORMAL	GREEN BELT	73,261 SF (1.68 AC)
7002	INFORMAL	GREEN BELT	48,923 SF (1.12 AC)
7003	INFORMAL	GREEN BELT	123,477 SF (2.83 AC)

NON-BUILDABLE LOTS:

KEY	AREA
1	151,589 SF (3.48 AC)
2	46,074 SF (1.06 AC)
3	35,722 SF (0.82 AC)

TOTAL NON-BUILDABLE LOT AREA: 5.36 AC

TOTAL FORMAL OPEN SPACE PROVIDED: 10.32 AC

TOTAL INFORMAL OPEN SPACE PROVIDED: 60.48 AC

TOTAL OPEN SPACE PROVIDED: 70.80 AC (35.6%)

LOCAL COMPATIBILITY:

COLLETTA PARK IS LOCATED IN THE SINGLE FAMILY CHARACTER AREA OF ENVISION FRANKLIN. THE CHARACTER OF THE SURROUNDING AREA IS ALSO SINGLE FAMILY HOMES.

CHARACTER AREA: SINGLE FAMILY

APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL

1. THE EXISTING USES ADJACENT TO THE PROPOSED NEIGHBORHOOD IN FRANKLIN EAST, CROSS CREEK, AND ON WARREN ROAD ARE SINGLE FAMILY DETACHED HOMES ON LARGE LOTS. THE EXISTING NEIGHBORHOODS ARE LOCATED OUTSIDE OF THE CITY OF FRANKLIN AND WERE DEVELOPED PRIOR TO PUBLIC SEWER BEING AVAILABLE. LOTS OF EQUAL SIZE ARE PROPOSED ADJACENT TO THESE SUBDIVISIONS.

2. THE LAND USE PLAN FOR THIS SPECIAL AREA STATES THAT THERE ARE "MANY AREAS THAT ARE ENVIRONMENTALLY SENSITIVE". THE PROPOSED DEVELOPMENT PLAN PRESERVES SIGNIFICANT QUANTITIES OF OPEN SPACE BOTH AS A BUFFER TO ADJOINING USES AS WELL AS TO PROTECT ENVIRONMENTALLY SENSITIVE AREAS.

3. THE LAND USE PLAN STATES THAT NEW GROWTH SHALL BE ENCOURAGED ONLY IN AREAS WHERE ADEQUATE PUBLIC WATER, SEWER AND STREETS ARE PLANNED. THE APPLICANT HAS PROPOSED EXTENDING THE PUBLIC SEWER TO THE SOUTH WHERE A MAIN INTERCEPTOR IS LOCATED IN THE CAROTHERS ROAD CORRIDOR, AND TO THE NORTH WERE A MAIN INTERCEPTOR IS LOCATED ADJACENT TO OCTOBER PARK SUBDIVISION.

4. THE LAND USE PLAN STIPULATES THAT SMALLER LOTS SHOULD NOT BE LOCATED ON THE EXTERIOR OF A PROPOSED DEVELOPMENT ADJACENT TO OR ACROSS THE STREET FROM LARGER LOTS OF AN EXISTING DEVELOPMENT. THE PROPOSED PLAN PROVIDES SINGLE FAMILY HOME LOTS ON LOTS COMPARABLE IN SIZE TO ADJOINING USES AND ARE SEPARATED FROM THEM BY OPEN SPACE BUFFERS. THE PROPOSED DEVELOPMENT TRANSITIONS SOUTH TO SMALLER LOTS IN PROXIMITY TO THE CAROTHERS ROAD COORDIOR.

5. THE PROPOSED DEVELOPMENT INCORPORATES A NUMBER OF OPEN SPACES THAT ARE PROPOSED TO BE DEVELOPED INTO ACTIVE USE SPACES AND WILL QUALIFY AS FORMAL OPEN SPACES.

6. PRESERVED AREAS AT THE PERIMETER OF THE SITE WILL BE DEVELOPED WITH WALKING TRAILS OF VARYING DEGREES OF DIFFICULTY FOR USE BY THE RESIDENTS.

7. THIS PLAN REFLECTS THE CONTEMPORARY DEVELOPMENT PATTERNS OF THE CITY OF FRANKLIN AND IS CONSISTENT WITH MANY SIMILAR NEIGHBORHOODS THAT HAVE OCCURRED IN PROXIMITY TO COUNTY SUBDIVISIONS BUILT PRIOR TO PUBLIC SEWER AVAILABILITY AS THE CITY HAS ANNEXED NEW AREAS FOR GROWTH.

LANDUSE PLAN COMPLANCE/ DESIGN CONCEPTS AND STANDARDS:

COLLETTA PARK IS A SINGLE FAMILY DETACHED RESIDENTIAL SUBDIVISION WHICH OFFERS A VARIETY OF LOT SIZES AND HOUSING OPTIONS. ACCESS IS PROPOSED FROM S CAROTHERS ROAD AT THE SOUTH END OF THE SITE AND EMERGENCY ACCESS IS PROPOSED TO STANFORD DRIVE AND BEACON HILL DRIVE AT THE NORTH END.

THE DESIGN STANDARDS PERMIT CONVENTIONAL DEVELOPMENT FORMS WITH TRANSITIONAL FEATURES TO MINIMIZE IMPACT ON THE EXISTING DEVELOPED PROPERTY. ENVISION FRANKLIN DESCRIBES THIS CHARACTER AREA AS SINGLE FAMILY, WITHIN THIS CHARACTER AREA, NEW LOTS ADJACENT TO EXISTING LOTS MUST BE OF EQUAL SIZE.

SMALLER LOTS ARE PLANNED TO THE SOUTH AS THE NEIGHBORHOOD APPROACHES CAROTHERS ROAD. THE LOTS ARE IN KEEPING WITH THE SIZE AND DENSITIES OF LOCKWOOD GLEN. THE TOTAL LOT DENSITY IS ONE UNIT PER ACRE.

SITE DATA:

PROJECT NAME:	COLLETTA PARK PUD SUBDIVISON
PROJECT NUMBER:	6559
SUBDIVISION:	NA
LOT NUMBER:	
ADDRESS:	1101 RIDGEWAY DRIVE, MURFREESBORO ROAD
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	14TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	079 MB 02800 079 MB 02900 089 05500 089 04303 089 04304
EXISTING ZONING:	R-1
CHARACTER AREA OVERLAY:	MECO-6, SWCO-3
OTHER APPLICABLE OVERLAYS	NONE
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
TOTAL ACREAGE:	199 AC
TOTAL SQUARE FOOTAGE:	8,670,225 SF
MINIMUM REQUIRED SETBACKS:	SEE LOT DIAGRAMS - SHEET C2.2
FRONT YARD:	MINIMUM SETBACKS
REAR YARD:	ARE ESTABLISHED
SIDE YARD:	AS PART OF THE P.U.D.
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS	144 SOUTHEAST PARKWAY SUITE 200 FRANKLIN, TN 37064
OFFICE PHONE	615.975.5755
EMAIL ADDRESS	greggamble209@gmail.com
CONTACT	GREG GAMBLE
BUILDING SQUARE FOOTAGE:	N/A
BUILDING HEIGHT:	2 STORY
LANDSCAPE SURFACE RATIO:	0.40
MINIMUM LANDSCAPE SURFACE RATIO:	0.30
MINIMUM PARKING REQUIREMENT:	2 SPACES PER SINGLE FAMILY HOME
MAXIMUM PARKING LIMIT:	N/A
EXISTING PARKING:	N/A
RESIDENTIAL DENSITY:	1.00 DUA
TREE CANOPY:	138.1 AC, 69.4 % OF EXISTING SITE
PARKLAND DEDICATION:	FEE IN LIEU ($541,467.60) 35 @ 1200 SF/HOME = 42,000 SF 164 @ 600 SF/HOME = 98,400 SF
OPEN SPACE:	29.85 AC (15%) TOTAL REQUIRED 10.15 AC FORMAL REQ. 19.70 AC INFORMAL REQ.
OVERALL DENSITY:	1.00 UNITS/AC
NET DENSITY (WHOLE ROW):	1.10 UNITS/AC
NET DENSITY (MINUS ROW AND STREAM BUFFERS):	1.17 UNITS/AC
NUMBER OF RESIDENTIAL UNITS BY USE TYPE:	199 SINGLE FAMILY HOMES 65' LOTS: 90 80' LOTS: 53 ESTATE: 56
NONRESIDENTIAL SQUARE FOOTAGE:	75.56 AC
TOTAL ACREAGE BY USE, ENTIRE SITE:	123.21 AC RESIDENTIAL 70.80 AC OPEN SPACE 4.99 AC NON-BUILDABLE LOTS
TOTAL ACREAGE BY USE, PER SECTION:	SECTION 1 35.24 AC RESIDENTIAL (24 UNITS) 6.85 AC OPEN SPACE SECTION 2 12.4 AC RESIDENTIAL (13 UNITS) 11.82 AC OPEN SPACE SECTION 3 8.69 AC RESIDENTIAL (21 UNITS) 40.62 AC OPEN SPACE SECTION 4 20.34 AC RESIDENTIAL (51 UNITS) 0.12 AC OPEN SPACE SECTION 5 11.72 AC RESIDENTIAL (38 UNITS) 1.40 AC OPEN SPACE SECTION 6 11.04 AC RESIDENTIAL (29 UNITS) 4.36 AC OPEN SPACE SECTION 7 5.06 AC RESIDENTIAL (23 UNITS) 5.64 AC OPEN SPACE

TREE CANOPY RETENTION:

TREE AREA	EXISTING	REMOVED	RETAINED
TREE A	20,501 SF	0 SF	20,501 SF
TREE B	184,595 SF	126,918 SF	57,677 SF
TREE C	5,661,025 SF	3,605,008 SF	2,056,017 SF
TREE D	152,235 SF	108,317 SF	43,918 SF
TOTAL	6,018,356 SF	3,840,243 SF	2,178,113 SF

TREE CANOPY DATA

EXISTING TREE CANOPY: 6,018,356 SF
6,018,356 SF / 8,670,225 SF = .694 (69.4%) OF TOTAL SITE

REQUIRED CANOPY PRESERVATION = 36% OF TOTAL CANOPY
6,018,356 SF * 36% = 2,166,608 SF

PROVIDED CANOPY PRESERVED = 2,178,113 SF (36.2%) OF TOTAL EXISTING CANOPY

TREE PRESERVATION AREA

STREAM BUFFER

60' STREAM BUFFER

STATEMENT OF IMPACTS:

WATER:
WATER SERVICE WILL BE PROVIDED BY MILCROFTON UTILITY DISTRICT.
199 X 350 GPD = 69,650 GPD

SEWER:
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. FOR THE PORTION OF THE SITE IN THE MAYS CREEK BASIN, CONNECTION TO THE SEWER MAIN WILL BE MADE IN SIMMONS RIDGE TO THE SOUTH. FOR THE POTION OF THE SITE IN THE WATKINS CREEK BASIN, CONNECTION WILL BE MADE TO THE NORTH TO THE SEWER MAIN IN OCTOBER PARK ON RIDGEWAY DRIVE.

REPURIFIED (REUSE) WATER FACILITIES:
NOT AVAILABLE

STREET NETWORK:
AS SHOWN ON THE MAJOR THOROUGHFARE PLAN - SEE SHEET C 4.0 OVERALL ROW AND ACCESS PLAN INCLUDING CONNECTIVITY ELEMENTS.

THE SITE IS LOCATED BETWEEN MAJOR ARTERIAL MURFREESBORO ROAD AND MINOR COLLECTOR S CAROTHERS ROAD. DAILY ACCESS TO COLLETTA PARK IS PROVIDED BY A DIRECT CONNECTION TO S CAROTHERS ROAD.

ACCESS FROM THE NORTH WILL BE RESTRICTED TO EMERGENCIES ONLY. EMERGENCY ACCESS ROUTES WILL CONNECT TO LOCAL ROADS STANFORD DRIVE AND BEACON HILL DRIVE. THE STANFORD DRIVE CONNECTION WILL BE A FULL 50' ROW AND ROAD CONNECTION, WITH AN EMERGENCY ACCESS GATE. THE BEACON HILL DRIVE CONNECTION WILL BE A 12' PAVED MULTI-USE TRAIL WITH A 50' ROW DEDICATION.

FUTURE ROAD CONNECTIONS ARE PROVIDED. A FULL TRAFFIC IMPACT STUDY PREPARED BY FISCHBACH TRAFFIC GROUP, LLC AND REVIEWED BY A THIRD PARTY, VOLKERT ENGINEERING, PROVIDES GREATER DETAIL OF THE OVERALL IMPACT OF THE DEVELOPMENT ON THE EXISTING ROAD NETWORK.

DRAINAGE FACILITIES:
THE PROPERTY HAS THREE PRIMARY DRAINAGE BASINS. ONE DRAINS NORTH TO WATKINS CREEK. ONE DRAINS WEST THROUGH CROSS CREEK SUBDIVISION AND ONE DRAINS SOUTH TOWARDS SOUTH CAROTHERS ROAD.

POLICE AND FIRE DEPT:
FRANKLIN FIRE DEPT STATION #2 - 2.1 MILES DRIVING DISTANCE
COLUMBIA AVE. POLICE STATION - 2.7 MILES DRIVING DISTANCE

RECREATIONAL FACILITIES:
LIBERTY PARK - 3.0 MILES DRIVING DISTANCE

PROJECTED STUDENT POPULATION:
199 HOMES X .64 STUDENTS = 128 PROJECTED STUDENTS

REFUSE COLLECTION:
PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE.

RESTRICTIVE COVENANTS:
A HOME OWNER'S ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY OF RESIDENTS. THE HOA WILL REGULATE ARCHITECTURAL STANDARDS AND THE MAINTENANCE OF THE COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE AND RECREATIONAL AREAS.

NOTE: AS ACCESS POINTS AND IMPACTS TO THE STREET NETWORK ARE DETERMINED, THE STATEMENT OF IMPACTS MAY NEED TO BE REVISED

GDC
GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE
Date: SEPTEMBER 22, 2017

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED LANDSCAPE ARCHITECT
12/14/17

Revision Date
12.15.2017

DEVELOPMENT PLAN
C2.0
COF 6559

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
4031 Aspen Grove Drive, Franklin, TN 37067Main: 615 770 8100 Fax: 615 770 8101
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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION I
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
TENNESSEE AGRICULTURE
REGISTERED
No. 1418
LANDSCAPE ARCHITECT
12/14/17

Revision Date

APPROVED DEVELOPMENT PLAN
SHEET
C2A
COF# 8691



GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

Revision Date
1 12.15.2017

DEVELOPMENT PLAN
C2.1
COF 6559

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
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615 372-0447 www.kimley-horn.com
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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION I
Franklin, Williamson County, Tennessee

Revision Date

APPROVED DEVELOPMENT PLAN
SHEET
C2B
COF# 8691

LOCAL COMPATIBILITY:

⚠ ADDITIONAL DESIGN CONCEPT, ADDITIONAL LOT TYPES

COLLETTA PARK IS LOCATED IN THE SINGLE FAMILY AND MIXED RESIDENTIAL DESIGN CONCEPTS OF ENVISION FRANKLIN. THE CHARACTER OF THE SURROUNDING AREA IS ALSO SINGLE FAMILY AND MIXED RESIDENTIAL HOMES.

DESIGN CONCEPTS: SINGLE FAMILY, MIXED RESIDENTIAL

APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL

1. THE EXISTING USES ADJACENT TO THE PROPOSED NEIGHBORHOOD OF COLLETTA PARK ARE A COMBINATION OF SINGLE FAMILY RESIDENTIAL NEIGHBORHOODS TO NORTH, EAST AND WEST AND TRANSITION TO MIXED RESIDENTIAL/SINGLE FAMILY TO THE SOUTH. MOST OF THE EXISTING NEIGHBORHOODS AND ABUTTING PROPERTIES ARE LOCATED OUTSIDE OF THE CITY OF FRANKLIN AND WERE DEVELOPED PRIOR TO PUBLIC SEWER BEING AVAILABLE. LOTS OF EQUAL SIZE ARE PROPOSED ADJACENT TO THESE SUBDIVISIONS.

2. THE LAND USE PLAN FOR THIS SPECIAL AREA STATES THAT THERE ARE "MANY AREAS THAT ARE ENVIRONMENTALLY SENSITIVE". THE PROPOSED DEVELOPMENT PLAN PRESERVES SIGNIFICANT QUANTITIES OF OPEN SPACE BOTH AS A BUFFER TO ADJOINING USES AS WELL AS TO PROTECT ENVIRONMENTALLY SENSITIVE AREAS.

3. THE LAND USE PLAN STATES THAT NEW GROWTH SHALL BE ENCOURAGED ONLY IN AREAS WHERE ADEQUATE PUBLIC WATER, SEWER AND STREETS ARE PLANNED. THE APPLICANT HAS PROPOSED EXTENDING THE PUBLIC SEWER TO THE SOUTH WHERE A MAIN INTERCEPTOR IS LOCATED IN THE CAROTHERS ROAD CORRIDOR, AND TO THE NORTH WERE A MAIN INTERCEPTOR IS LOCATED ADJACENT TO OCTOBER PARK SUBDIVISION.

4. THE LAND USE PLAN STIPULATES THAT SMALLER LOTS SHOULD NOT BE LOCATED ON THE EXTERIOR OF A PROPOSED DEVELOPMENT ADJACENT TO OR ACROSS THE STREET FROM LARGER LOTS OF AN EXISTING DEVELOPMENT. THE PROPOSED PLAN PROVIDES SINGLE FAMILY HOME LOTS OF COMPARABLE SIZE TO ADJOINING RESIDENTIAL USES AND/OR ARE SEPARATED FROM THEM BY OPEN SPACE BUFFERS OR PUBLIC ROW. THE PROPOSED DEVELOPMENT TRANSITIONS SOUTH TO SMALLER LOTS AND TOWNHOMES IN PROXIMITY TO THE CAROTHERS ROAD CORRIDOR.

5. THE PROPOSED DEVELOPMENT INCORPORATES A NUMBER OF OPEN SPACES THAT ARE PROPOSED TO BE DEVELOPED INTO ACTIVE USE SPACES AND WILL QUALIFY AS FORMAL OPEN SPACES.

6. PRESERVED AREAS AT THE PERIMETER OF THE SITE WILL BE DEVELOPED WITH WALKING TRAILS OF VARYING DEGREES OF DIFFICULTY FOR USE BY THE RESIDENTS.

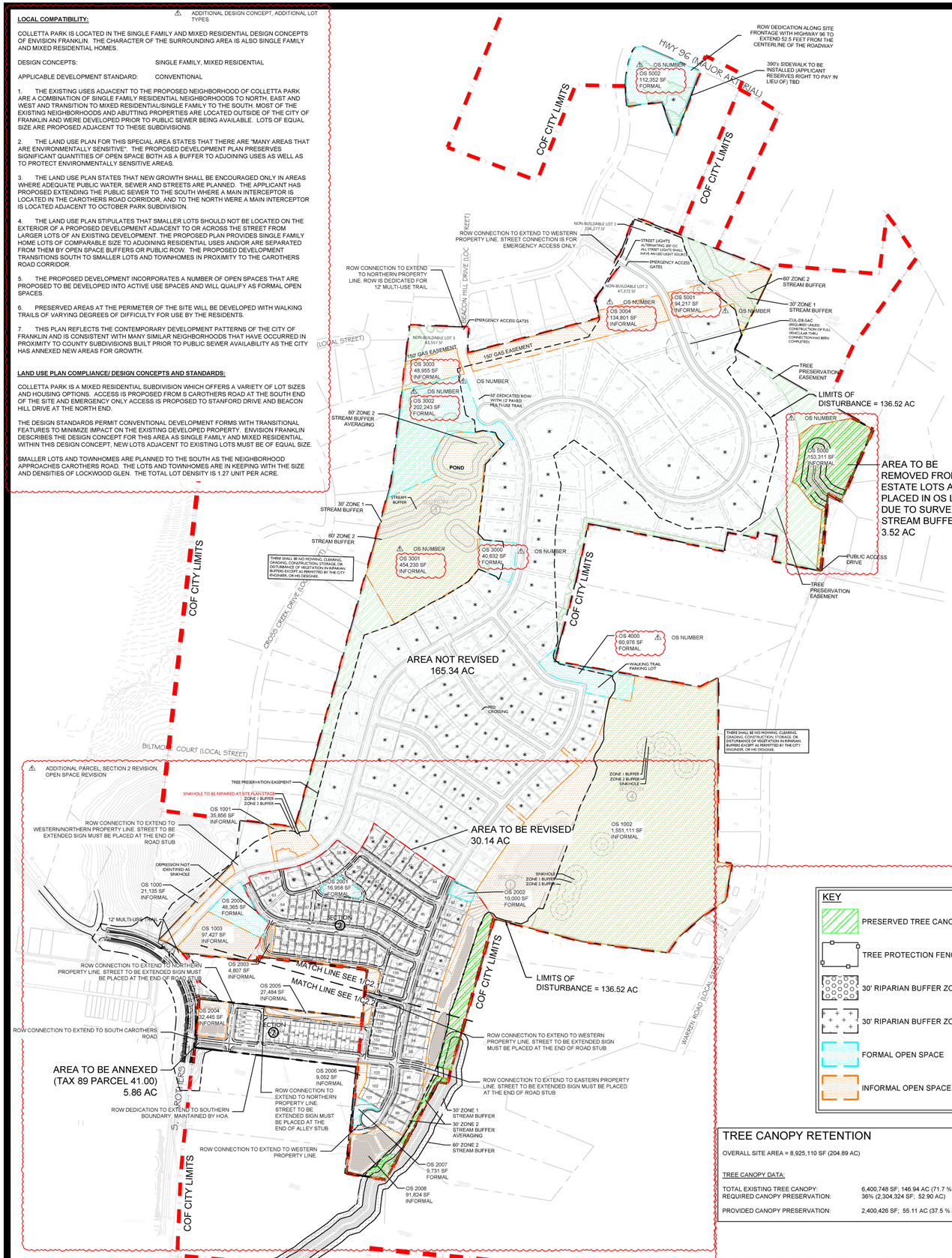
7. THIS PLAN REFLECTS THE CONTEMPORARY DEVELOPMENT PATTERNS OF THE CITY OF FRANKLIN AND IS CONSISTENT WITH MANY SIMILAR NEIGHBORHOODS THAT HAVE OCCURRED IN PROXIMITY TO COUNTY SUBDIVISIONS BUILT PRIOR TO PUBLIC SEWER AVAILABILITY AS THE CITY HAS ANNEXED NEW AREAS FOR GROWTH.

LAND USE PLAN COMPLIANCE/ DESIGN CONCEPTS AND STANDARDS:

COLLETTA PARK IS A MIXED RESIDENTIAL SUBDIVISION WHICH OFFERS A VARIETY OF LOT SIZES AND HOUSING OPTIONS. ACCESS IS PROPOSED FROM S CAROTHERS ROAD AT THE SOUTH END OF THE SITE AND EMERGENCY ONLY ACCESS IS PROPOSED TO STANFORD DRIVE AND BEACON HILL DRIVE AT THE NORTH END.

THE DESIGN STANDARDS PERMIT CONVENTIONAL DEVELOPMENT FORMS WITH TRANSITIONAL FEATURES TO MINIMIZE IMPACT ON THE EXISTING DEVELOPED PROPERTY. ENVISION FRANKLIN DESCRIBES THE DESIGN CONCEPT FOR THIS AREA AS SINGLE FAMILY AND MIXED RESIDENTIAL WITHIN THIS DESIGN CONCEPT, NEW LOTS ADJACENT TO EXISTING LOTS MUST BE OF EQUAL SIZE.

SMALLER LOTS AND TOWNHOMES ARE PLANNED TO THE SOUTH AS THE NEIGHBORHOOD APPROACHES CAROTHERS ROAD. THE LOTS AND TOWNHOMES ARE IN KEEPING WITH THE SIZE AND DENSITIES OF LOCKWOOD GLEN. THE TOTAL LOT DENSITY IS 1.27 UNIT PER ACRE.



KEY

- PRESERVED TREE CANOPY
- TREE PROTECTION FENCE
- 30' RIPARIAN BUFFER ZONE 1
- 30' RIPARIAN BUFFER ZONE 2
- FORMAL OPEN SPACE
- INFORMAL OPEN SPACE

TREE CANOPY RETENTION

OVERALL SITE AREA = 8,925,110 SF (204.89 AC)

TREE CANOPY DATA:

TOTAL EXISTING TREE CANOPY:	6,400,748 SF; 146.94 AC (71.7 % OF SITE)
REQUIRED CANOPY PRESERVATION:	36% (2,304,324 SF; 52.90 AC)
PROVIDED CANOPY PRESERVATION:	2,400,426 SF; 55.11 AC (37.5 % OF EXISTING)

REQUESTED MODIFICATIONS OF STANDARDS COLLETTA PARK PUD SUBDIVISION

MOS 1

#1. Modification of Standards Request for Zoning Ordinance Section 3.5.10(2)(d)(iii) SWCO-3 Standards

The applicant requests a Modification of Standards as it relates to the following item for the Seward Hall, Special Area 3: "new development shall be restricted to detached residential dwellings on lots with a minimum lot area of one to five acres." While this design criteria is appropriate for a portion of the proposed Colletta Park, it would not allow the development to appropriately transition to the high density development of the Carothers Parkway corridor. Approval of this MOS would allow the develop pattern in the proposed Colletta Park to transition between the two divergent, existing development patterns.

MOS 2

#2. Modification of Standards Request for Cul-de-sac length.
The applicant requests a Modification of Standards to permit a cul-de-sac longer than 500 feet and containing more than 20 lots in two locations. The first location is to the north with the roadway that ends at an emergency connection to Stanford Drive, and the second is located at the southern drive where future connection is planned to Carothers Road and to Simmons Ridge. Lots on the southern drive would require fire sprinklers if a second point of access is not made available prior to platting of the lots.

DESIGN MODIFICATION - CONNECTIVITY INDEX

Due to Williamson County's limitations on connectivity to Beacon Hill and Stanford Drive, existing development without access on the western boundary, and topographic constraints along Warren Road, the client requests a design modification for connectivity.

MODIFICATION OF STREET STANDARD

Applicant requests a right of way width of 50 feet. The new street standards require a 52' ROW. The street standards were updated during Colletta Park's design process. The proposed Colletta Park 50' street section has 1' of separation between the sidewalk and ROW line, as opposed to the newly required 52' street section, which has 2' of separation.

SPECIAL CONDITION

Colletta Park's northern connection to Stanford Drive is limited to emergency connection only. Colletta Park has a full access off of Carothers Road, and will participate in improving Carothers Road to a three-lane collector. Due to the limited roadway connections, the development will be restricted to a maximum of 138 platted lots prior to the development plan or preliminary plat approval of a second access to Carothers Road.

STATEMENT OF IMPACTS:

WATER:
WATER SERVICE WILL BE PROVIDED BY MILCROFTON UTILITY DISTRICT.
259 X 350 GPD = 90,650 GPD

SEWER:
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. FOR THE PORTION OF THE SITE IN THE MAYS CREEK BASIN, CONNECTION TO THE SEWER MAIN WILL BE MADE IN SIMMONS RIDGE TO THE SOUTH. FOR THE POTION OF THE SITE IN THE WATKINS CREEK BASIN, CONNECTION WILL BE MADE TO THE NORTH TO THE SEWER MAIN IN OCTOBER PARK ON RIDGEWAY DRIVE.

REPURIFIED (REUSE) WATER FACILITIES:
NOT AVAILABLE

STREET NETWORK:
AS SHOWN ON THE MAJOR THOROUGHFARE PLAN - SEE SHEET C 4.0 OVERALL ROW AND ACCESS PLAN INCLUDING CONNECTIVITY ELEMENTS.

THE SITE IS LOCATED BETWEEN MAJOR ARTERIAL MURFREESBORO ROAD AND MINOR COLLECTOR S CAROTHERS ROAD. DAILY ACCESS TO COLLETTA PARK IS PROVIDED BY A DIRECT CONNECTION TO S CAROTHERS ROAD.

ACCESS FROM THE NORTH WILL BE RESTRICTED TO EMERGENCIES ONLY. EMERGENCY ACCESS ROUTES WILL CONNECT TO LOCAL ROADS STANFORD DRIVE AND BEACON HILL DRIVE. THE STANFORD DRIVE CONNECTION WILL BE A FULL 50' ROW AND ROAD CONNECTION, WITH AN EMERGENCY ACCESS GATE. THE BEACON HILL DRIVE CONNECTION WILL BE A 12' PAVED MULTI-USE TRAIL WITH A 50' ROW DEDICATION.

FUTURE ROAD CONNECTIONS ARE PROVIDED. A FULL TRAFFIC IMPACT STUDY PREPARED BY FISCHBACH TRAFFIC GROUP, LLC AND REVIEWED BY A THIRD PARTY, VOLKERT ENGINEERING. PROVIDES GREATER DETAIL OF THE OVERALL IMPACT OF THE DEVELOPMENT ON THE EXISTING ROAD NETWORK.

DRAINAGE FACILITIES:
THE PROPERTY HAS THREE PRIMARY DRAINAGE BASINS. ONE DRAINS NORTH TO WATKINS CREEK. ONE DRAINS WEST THROUGH CROSS CREEK SUBDIVISION AND ONE DRAINS SOUTH TOWARDS SOUTH CAROTHERS ROAD.

POLICE AND FIRE DEPT:
FRANKLIN FIRE DEPT STATION #2 - 2.1 MILES DRIVING DISTANCE
COLUMBIA AVE. POLICE STATION - 2.7 MILES DRIVING DISTANCE

RECREATIONAL FACILITIES:
LIBERTY PARK - 3.0 MILES DRIVING DISTANCE

PROJECTED STUDENT POPULATION:
259 HOMES X .45 STUDENTS = 117 PROJECTED STUDENTS

REFUSE COLLECTION:
PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE.

RESTRICTIVE COVENANTS:
A HOME OWNER'S ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY OF RESIDENTS. THE HOA WILL REGULATE ARCHITECTURAL STANDARDS AND THE MAINTENANCE OF THE COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE AND RECREATIONAL AREAS.

NOTE: AS ACCESS POINTS AND IMPACTS TO THE STREET NETWORK ARE DETERMINED, THE STATEMENT OF IMPACTS MAY NEED TO BE REVISED

OPEN SPACE REQUIREMENT CHART:

MINIMUM OPEN SPACE REQUIREMENT: 15%
SITE AREA: 204.89 AC
OPEN SPACE ACREAGE REQUIRED: 30.73 AC
FORMAL OPEN SPACE REQUIRED: 34% (10.45 AC)
INFORMAL OPEN SPACE REQUIRED: 66% (20.28 AC)

OPEN SPACE PROVIDED:

KEY	CLASSIFICATION	TYPE	AREA OF OPEN SPACE
1000	INFORMAL	GREEN BELT	21,135 SF (0.48 AC)
1001	INFORMAL	GREEN BELT	35,856 SF (0.82 AC)
1002	INFORMAL	GREEN BELT	1,551,111 SF (35.61 AC)
1003	INFORMAL	GREEN BELT	97,427 SF (2.24 AC)
2000	FORMAL	AMENITY	48,365 SF (1.11 AC)
2001	FORMAL	PARK	16,958 SF (0.39 AC)
2002	FORMAL	PARK	10,000 SF (0.23 AC)
2003	INFORMAL	GREEN BELT	4,807 SF (0.11 AC)
2004	INFORMAL	GREEN BELT	32,445 SF (0.75 AC)
2005	INFORMAL	GREEN BELT	27,484 SF (0.63 AC)
2006	INFORMAL	GREEN BELT	9,052 SF (0.21 AC)
2007	FORMAL	PARK	9,731 SF (0.22 AC)
2008	INFORMAL	GREEN BELT	91,824 SF (2.11 AC)
3000	FORMAL	PARK	40,632 SF (0.93 AC)
3001	INFORMAL	GREEN BELT	454,230 SF (10.43 AC)
3002	FORMAL	PARK	202,243 SF (4.64 AC)
3003	INFORMAL	GREEN BELT	48,955 SF (1.12 AC)
3004	INFORMAL	GREEN BELT	134,801 SF (3.09 AC)
4000	FORMAL	PARK	60,976 SF (1.40 AC)
5000	INFORMAL	GREEN BELT	153,311 SF (3.52 AC)
5001	INFORMAL	GREEN BELT	94,217 SF (2.16 AC)
5002	FORMAL	PARK	112,352 SF (2.58 AC)

NON-BUILDABLE LOTS:

KEY	AREA
1	156,277 SF (3.59 AC)
2	47,372 SF (1.09 AC)
3	43,557 SF (1.00 AC)

TOTAL NON-BUILDABLE LOT AREA: 5.68 AC

TOTAL FORMAL OPEN SPACE PROVIDED: 11.50 AC

TOTAL INFORMAL OPEN SPACE PROVIDED: 63.28 AC

TOTAL OPEN SPACE PROVIDED: 74.78 AC (36.70%)

⚠ SITE DATA CHART, OPEN SPACE CHART, TREE CANOPY CHART, ADDITIONAL PARCEL

SITE DATA

SUBDIVISION/DEVELOPMENT:	**COLLETTA PARK SUBDIVISION, PUD DEVELOPMENT PLAN - REVISION 1**
COF PROJECT NUMBER:	8691
TAX MAP & PARCELS:	079 MB 02800, 079 MB 02900, 089-04100, 089-05500
ADDRESS	1101 RIDGEWAY DRIVE MURFREESBORO ROAD 4356 SOUTH CAROTHERS ROAD
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TN
POSTAL CODE:	37064
SITE ACREAGE/SF:	204.89 AC / 8,925,110 SF
REGULATIONS	
EXISTING ZONING:	PUD (CITY), MGA-1(COUNTY)
PROPOSED ZONING:	PUD (1.26 DUA)
OVERLAY ZONING:	N/A
BUILDING TYPES APPLIED:	HOUSE, TOWNHOUSE
SETBACKS:	
120' SINGLE-FAMILY FRONT-LOADED	
FRONT YARD-	35'
SIDE YARD-	15'
SIDE STREET-	25'
REAR YARD-	35'
85' SINGLE-FAMILY FRONT-LOADED	
FRONT YARD-	20'
SIDE YARD-	10'
SIDE STREET-	15'
REAR YARD-	20'
65' SINGLE-FAMILY FRONT-LOADED	
FRONT YARD-	20'
SIDE YARD-	5'
SIDE STREET-	15'
REAR YARD-	20'
46' SINGLE-FAMILY ALLEY-LOADED	
FRONT YARD-	15'
SIDE YARD-	5'
SIDE STREET-	10'
REAR YARD-	5'
41' SINGLE-FAMILY ALLEY-LOADED	
FRONT YARD-	15'
SIDE YARD-	5'
SIDE STREET-	10'
REAR YARD-	5'
TOWNHOMES ALLEY-LOADED	
FRONT YARD-	15'
SIDE YARD-	5'
SIDE STREET-	10'
REAR YARD-	5'
DWELLING UNIT COUNT, BY TYPE:	120' SINGLE-FAMILY: 53 85' SINGLE-FAMILY: 17 65' SINGLE-FAMILY: 105 46' SINGLE FAMILY: 8 41' SINGLE FAMILY: 49 TOWNHOMES: 27
TOTAL:	259
BUILDING HEIGHT:	2 STORIES
LANDSCAPE SURFACE RATIO:	0.40
MINIMUM LANDSCAPE SURFACE RATIO:	0.30
OPEN SPACE SF REQUIRED:	1,338,599 SF; 30.73 AC (15% OF SITE)
FORMAL OPEN SPACE SF REQUIRED:	455,202 SF; 10.45 AC (34% OF REQUIRED OPEN SPACE)
FORMAL OPEN SPACE SF PROPOSED:	501,257 SF; 11.50 AC (36% OF REQUIRED OPEN SPACE)
INFORMAL OPEN SPACE REQUIRED:	883,397 SF; 20.28 AC (66% OF REQUIRED OPEN SPACE)
INFORMAL OPEN SPACE AREA PROVIDED:	2,756,655 SF; 63.28 (206% OF REQUIRED OPEN SPACE)
TREE PRESERVATION REQUIRED:	52.90 AC (36% OF EXISTING)
TREE PRESERVATION PROPOSED:	55.11 AC (37.5% OF EXISTING)
PARKING REQUIRED:	
SINGLE-FAMILY RESIDENTIAL:	464 (2 PER UNIT)
TOWNHOMES:	81 (3 PER 3 BEDROOM)
TOTAL:	545
PARKING PROVIDED:	635
HISTORICAL RESOURCE TREATMENT:	NA
OVERALL DENSITY:	1.26 UNITS/AC
NET DENSITY (MINUS ROW):	1.42 UNITS/AC
NET DENSITY (MINUS ROW AND STREAM BUFFERS):	1.48 UNITS/AC
NONRESIDENTIAL SQUARE FOOTAGE:	NA
TOTAL ACREAGE BY USE, ENTIRE SITE:	101.49 AC RESIDENTIAL 74.78 AC OPEN SPACE 5.68 AC NON-BUILDABLE LOTS 22.94 AC RIGHT-OF-WAY
TOTAL ACREAGE BY USE, PER SECTION:	SECTION 1 16.53 AC RESIDENTIAL (36 UNITS) 8.35 AC OPEN SPACE SECTION 2 19.62 AC RESIDENTIAL (119 UNITS) 8.82 AC OPEN SPACE SECTION 3 32.05 AC RESIDENTIAL (33 UNITS) 18.71 AC OPEN SPACE SECTION 4 16.70 AC RESIDENTIAL (59 UNITS) 29.16 AC OPEN SPACE SECTION 5 16.59 AC RESIDENTIAL (12 UNITS) 9.74 AC OPEN SPACE

N

0 300 600 900

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION DEVELOPMENT PLAN - REVISION 1

Franklin, Williamson County, Tennessee



Revision Date

⚠ JANUARY 13, 2025

OVERALL DEVELOPMENT PLAN

SHEET C2.0

COF# 8691

KEY

- PRESERVED TREE CANOPY
- TREE PROTECTION FENCE
- 30' RIPARIAN BUFFER ZONE 1
- 30' RIPARIAN BUFFER ZONE 2
- FORMAL OPEN SPACE
- INFORMAL OPEN SPACE

0 50 100 150

NORTH

LIMITS OF DISTURBANCE = 136.52 AC

AREA NOT REVISED 165.34 AC

AREA TO BE REVISED 30.14 AC

BRICKFIELDS DR. (LOCAL: R.O.W. VARIES)

ROW CONNECTION TO EXTEND TO WESTERN/NORTHERN PROPERTY LINE. STREET TO BE EXTENDED SIGN MUST BE PLACED AT THE END OF ROAD STUB

ALLEY A (ALLEY: 20' R.O.W.)

ALLEY B (ALLEY: 20' R.O.W.)

ALLEY C (ALLEY: 20' R.O.W.)

ALLEY D (ALLEY: 20' R.O.W.)

ALLEY E (ALLEY: 20' R.O.W.)

SECTION 2

WAKEMAN DR. (LOCAL: R.O.W. VARIES)

WEATHERVANE DR. (LOCAL: 50' R.O.W.)

AMENITY

OS 1001 35,856 SF INFORMAL

OS 2001 16,958 SF FORMAL

OS 2002 10,000 SF FORMAL

OS 1000 21,135 SF INFORMAL

OS 2000 48,365 SF FORMAL

OS 2003 4,807 SF INFORMAL

OS 1003 97,427 SF INFORMAL

OS 1002 1,551,111 SF INFORMAL

COF CITY LIMITS

MATCH LINE SEE 1/C2.1

MATCH LINE SEE 1/C2.2

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION I

Franklin, Williamson County, Tennessee

Revision Date

1 JANUARY 13, 2025

DEVELOPMENT PLAN ENLARGEMENT

SHEET C2.1

COF# 8691

MATCH LINE SEE 1/C2.2
MATCH LINE SEE 1/C2.1

OS 2005

COF CITY LIMITS

ROW CONNECTION TO EXTEND TO WESTERN PROPERTY LINE. STREET TO BE EXTENDED SIGN MUST BE PLACED AT THE END OF ROAD STUB

WEATHERVANE DR. (LOCAL: 50' R.O.W.)

Parcel 42.00, Tax Map 89
WILMA JUNE ANDERSON TRUST
Plat Book 7259, Page 590,
R.O.W.C., Tennessee

ROW CONNECTION TO EXTEND TO NORTHERN PROPERTY LINE. STREET TO BE EXTENDED SIGN MUST BE PLACED AT THE END OF ROAD STUB

ROW CONNECTION TO EXTEND TO NORTHERN PROPERTY LINE. STREET TO BE EXTENDED SIGN MUST BE PLACED AT THE END OF ALLEY STUB

OS 2005
27,484 SF
INFORMAL

ALLEY H (ALLEY: 20' R.O.W.)

ALLEY F (ALLEY: 20' R.O.W.)

ALLEY E (ALLEY: 20' R.O.W.)

GOODISON DR. (LOCAL: R.O.W. VARIES)

OS 1002
1,551,111 SF
INFORMAL

COF CITY LIMITS

OS 2004
32,445 SF
INFORMAL

WEATHERBELL DR. (LOCAL: 50' R.O.W.)

ALLEY G (ALLEY: 20' R.O.W.)

SECTION 2

130 129 128 127 126 125

124 123 122 121 120 119 118 117 116 115 114 113 112 111 110 109 108 107 106 105 104

131 132 133 134 135 136

91 92 93 94 95 96 97 98 99 100 101 102 103

S LVER BROOK DR. (LOCAL: R.O.W. VARIES)

ROW CONNECTION TO EXTEND TO EASTERN PROPERTY LINE. STREET TO BE EXTENDED SIGN MUST BE PLACED AT THE END OF ROAD STUB

AREA TO BE ANNEXED
(TAX 89 PARCEL 41.00)
5.86 AC

ROW DEDICATION TO EXTEND TO SOUTHERN BOUNDARY. MAINTAINED BY HOA.

OS 2006
9,052 SF
INFORMAL

LIMITS OF DISTURBANCE = 136.52 AC

ROW DEDICATION TO EXTEND TO SOUTHERN BOUNDARY. MAINTAINED BY HOA. ROAD TO BE EXTENDED SIGN MUST BE PLACED AT THE END OF ROAD STUB

LIMITS OF DISTURBANCE = 136.52 AC

ROW CONNECTION TO EXTEND TO SOUTH CAROTHERS ROAD

OS 2007
9,731 SF
FORMAL

COF CITY LIMITS

Parcel 39.001, Tax Map 89
BERNHARD RIEDEL
Plat Book 4447, Page 540,
R.O.W.C., Tennessee

AREA TO BE REVISED
30.14 AC

ROW CONNECTION TO EXTEND TO WESTERN PROPERTY LINE.

OS 2008
91,824 SF
INFORMAL

KEY

- PRESERVED TREE CANOPY
- TREE PROTECTION FENCE
- 30' RIPARIAN BUFFER ZONE 1
- 30' RIPARIAN BUFFER ZONE 2
- FORMAL OPEN SPACE
- INFORMAL OPEN SPACE

0 50 100 150

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION I
Franklin, Williamson County, Tennessee

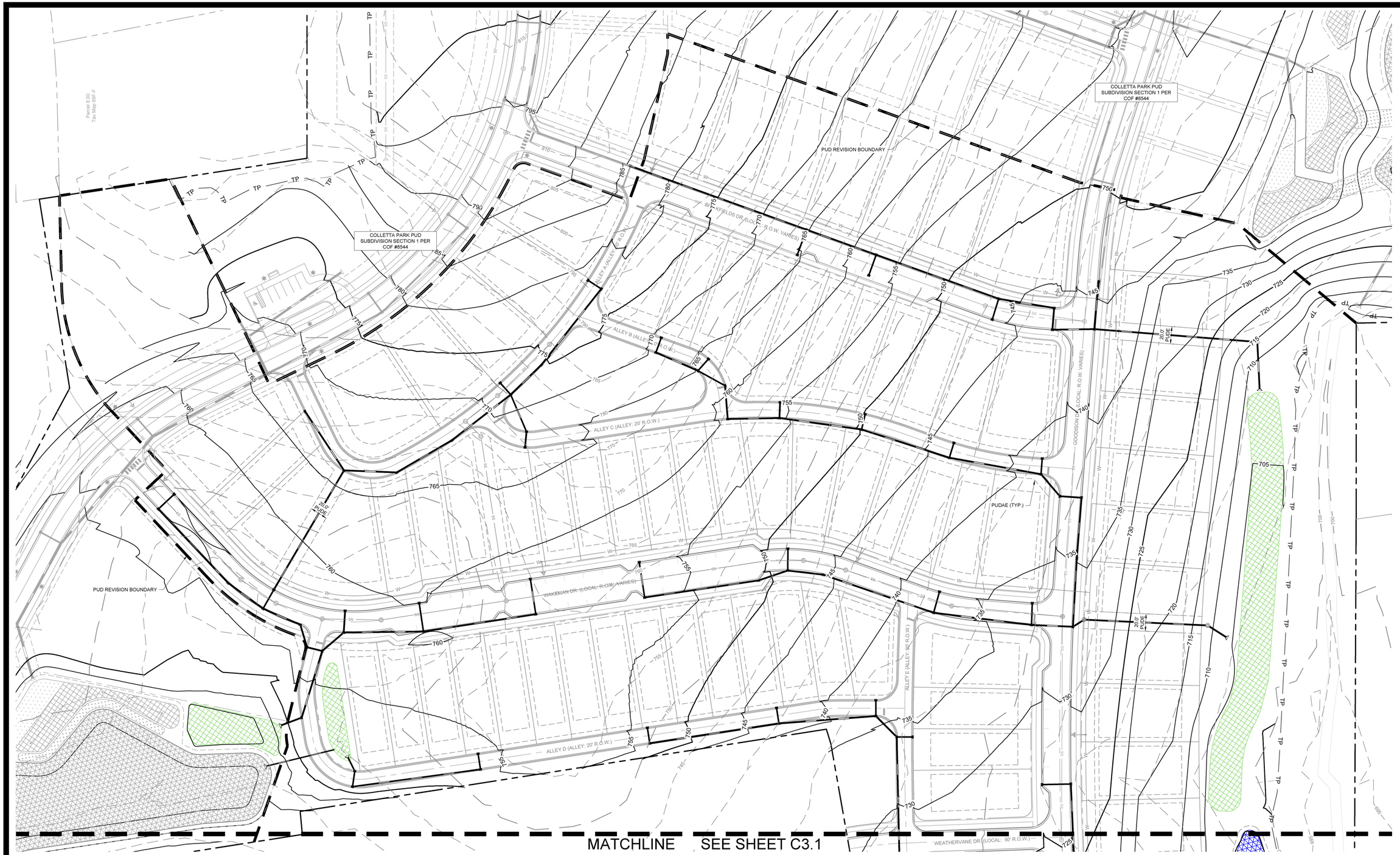
THE STATE OF TENNESSEE DEPARTMENT OF AGRICULTURE
COMMERCE
TENNESSEE NO. 1418
LANDSCAPE ARCHITECT

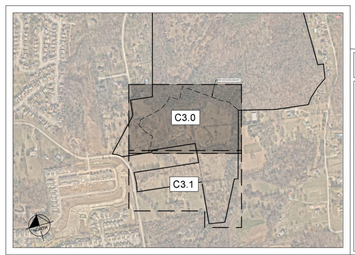
Revision Date
1 JANUARY 13, 2025

DEVELOPMENT PLAN ENLARGEMENT

SHEET
C2.2

COF# 8691





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.
6. ANY PROPOSED RETAINING WALL GREATER THAN 48" IN HEIGHT AS MEASURED FROM THE BOTTOM OF THE FOOTING SHALL BE A SEPARATE SUBMITTAL TO A BUILDING & NEIGHBORHOOD SERVICES FOR REVIEW, APPROVAL, AND PERMITTING. A MATERIAL AND COLOR SAMPLE SHALL BE SUBMITTED WITH THE BUILDING PLANS.

STORMWATER NARRATIVE

ON-SITE STORMWATER WILL BE DIRECTED AWAY FROM PROPOSED BUILDINGS VIA POSITIVE DRAINAGE AND WILL SHEET FLOW INTO A CLOSED STORM SYSTEM 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 STRUCTURES.

RUNOFF THAT EXCEEDS THE FIRST INCH OF RAINFALL WILL BE ROUTED VIA STORM STRUCTURE TO AN UNDERGROUND DETENTION STRUCTURE. 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.

SITE AREA TABLE

TOTAL SITE AREA =	196.41 ACRES
TOTAL REVISED AREA =	31.31 ACRES
TOTAL AREA ADDED =	5.86 ACRES
REVISED IMPERVIOUS AREA - ROW =	5.41 ACRES
REVISED IMPERVIOUS AREA - LOTS =	10.76 ACRES

PRE / POST DEVELOPMENT 100 YR DRAINAGE

OUTFALL	PRE DEVELOPMENT FLOW	POST DEVELOPMENT FLOW
OUTFALL 1	65.60 CFS	65.62 CFS
OUTFALL 2	341.54 CFS	341.54 CFS

STATEMENT OF IMPACTS

THERE WILL BE APPROXIMATELY 16.17 ACRES OF IMPERVIOUS AREA ADDED ON SITE.

STORMWATER WILL BE DETAINED IN ABOVE GROUND DETENTION PONDS SUCH THAT RUNOFF IN THE POST-DEVELOPMENT CONDITION WILL NOT EXCEED RUNOFF IN THE PRE-DEVELOPMENT CONDITION.

HATCH LEGEND

WATER QUALITY	
DETENTION	

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURAL & BIOSYSTEMS
No. 127918
STATE OF TENNESSEE

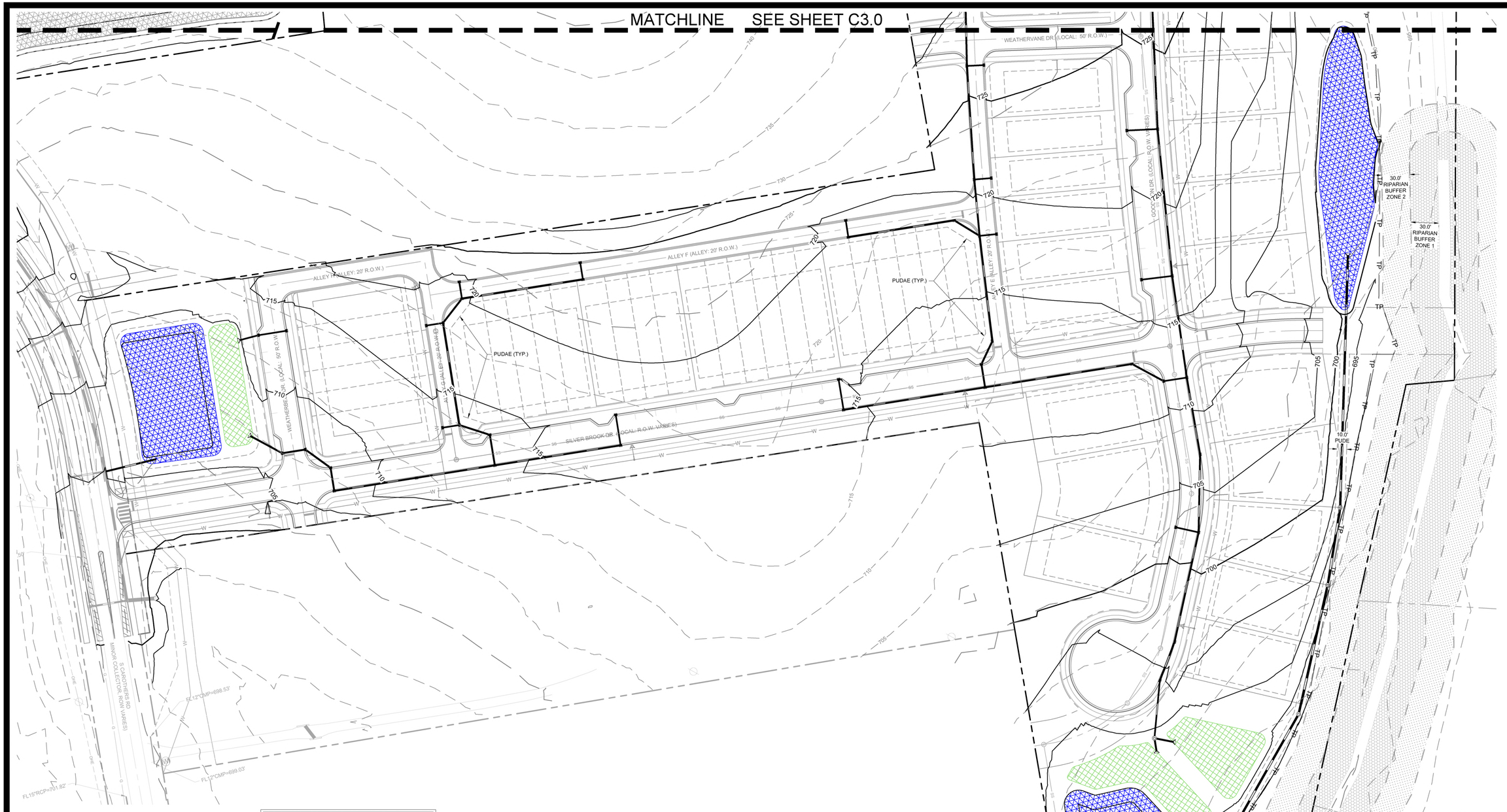
Revision Date
- △ _____
- △ _____
- △ _____
- △ _____

GRADING AND DRAINAGE

SHEET
C3.0

COF # 8691

MATCHLINE SEE SHEET C3.0



STORMWATER NARRATIVE

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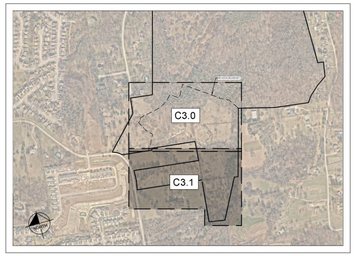
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THERE WILL BE APPROXIMATELY 16.17 ACRES OF IMPERVIOUS AREA ADDED ON SITE.

STORMWATER WILL BE DETAINED IN ABOVE GROUND DETENTION PONDS SUCH THAT RUNOFF IN THE POST-DEVELOPMENT CONDITION WILL NOT EXCEED RUNOFF IN THE PRE-DEVELOPMENT CONDITION.



COF GRADING & DRAINAGE GENERAL NOTES

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SITE AREA TABLE

TOTAL SITE AREA =	196.41 ACRES
TOTAL REVISED AREA =	31.31 ACRES
TOTAL AREA ADDED =	5.86 ACRES
REVISED IMPERVIOUS AREA - ROW =	5.41 ACRES
REVISED IMPERVIOUS AREA - LOTS =	10.76 ACRES

PRE / POST DEVELOPMENT 100 YR DRAINAGE

OUTFALL	PRE DEVELOPMENT FLOW	POST DEVELOPMENT FLOW
OUTFALL 1	65.60 CFS	65.62 CFS
OUTFALL 2	341.54 CFS	341.54 CFS

HATCH LEGEND

WATER QUALITY	
DETENTION	

GRAPHIC SCALE IN FEET
0 25 50 100

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

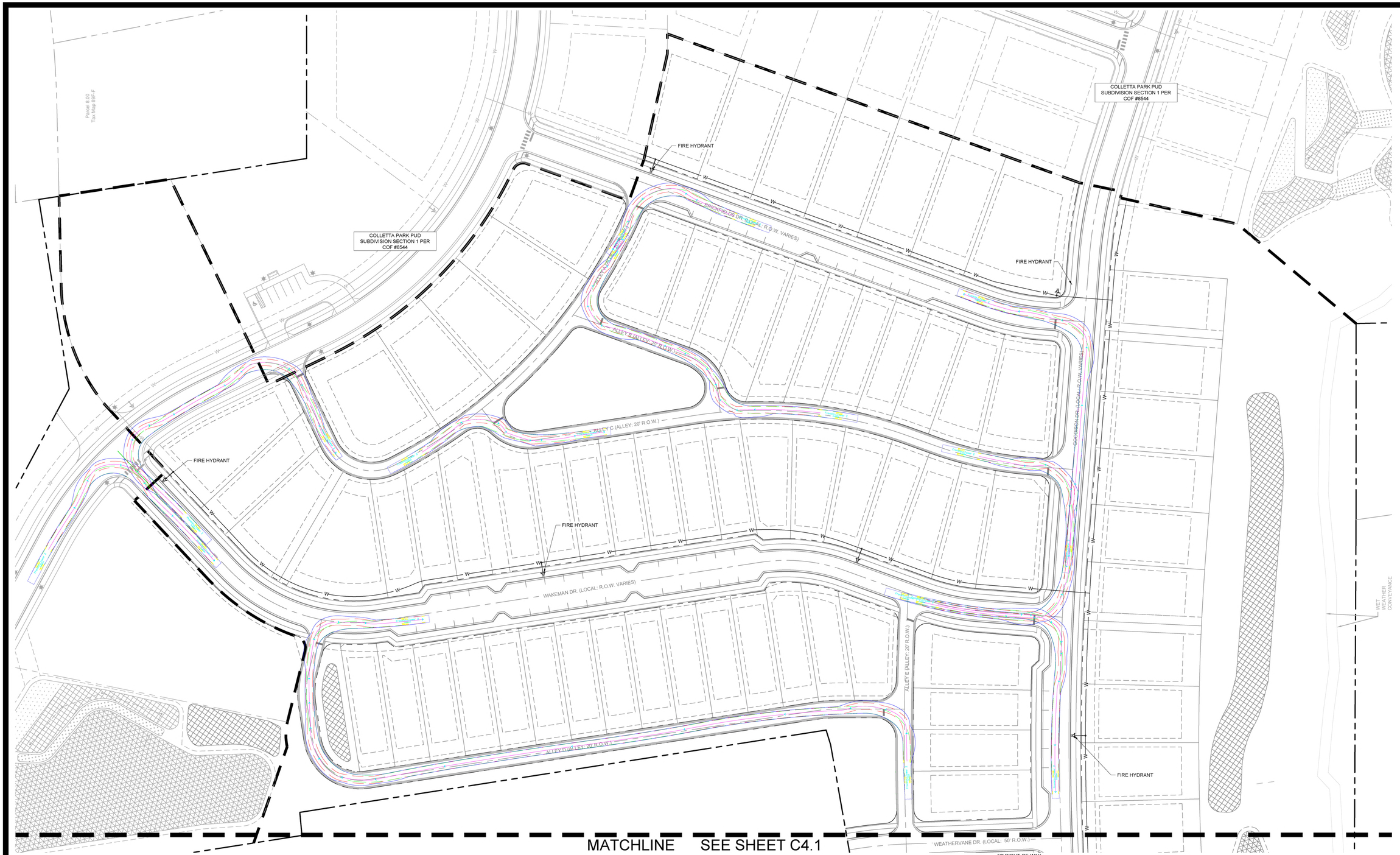
WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURE COMMERCE
No. 127815
STATE OF TENNESSEE
12/19/2025

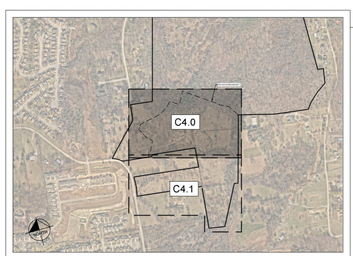
Revision Date
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- △ _____
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GRADING AND DRAINAGE

SHEET
C3.1

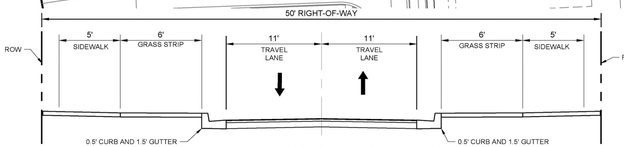
COF # 8691





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.
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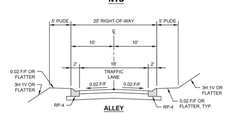


TYPICAL SECTION - 2-LANE INTERMEDIATE AND LOW VOLUME STREET
NTS

FIRE FLOW TEST

FLOW TEST DATE: 12/30/2024, 2:23 PM
STATIC PRESSURE: 83.0 psi
RESIDUAL PRESSURE: 81.0 psi
FLOW: 8,698 GPM @ 20 psi

TESTED BY INFLO DESIGN GROUP, LLC; JASON ENGLISH, P.E.; GRANT VOSS



VEHICLE LEGEND

- VEHICLE FENDER PATH
- VEHICLE FRONT WHEEL PATH
- VEHICLE REAR WHEEL PATH

STATEMENT OF IMPACTS

THE TRAFFIC IMPACT STUDY INDICATES THAT OFF-SITE ROADWAY IMPROVEMENTS ALONG SOUTH CAROTHERS WILL BE REQUIRED BASED ON THE PROJECTED TRIPS.

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
4231 Aspen Grove Drive, Franklin, TN 37067
Main: 615 844 2573 www.kimley-horn.com
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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURE
LAND SURVEYOR
COMMERCE
No. 127813
STATE OF TENNESSEE

Revision Date
1 _____
2 _____
3 _____
4 _____

ROW AND ACCESS PLAN

SHEET
C4.0

COF # 8691

MATCHLINE SEE SHEET C4.0

LANDS NOW OR FORMERLY OF
WILMA JUNE ANDERSON TRUST
PER DB-6677 PG- 862 R.O.W.C., TN.
AT 4352 S CAROTHERS RD
PARCEL ID: 089 04200 00014089

WEATHERVANE DR. (LOCAL: 50' R.O.W.)

GOODRSON RD. (LOCAL: R.O.W. VARIES)

ALLEY F (ALLEY: 20' R.O.W.)

ALLEY (ALLEY: 20' R.O.W.)

ALLEY (ALLEY: 20' R.O.W.)

SILVER BROOK DR. (LOCAL: R.O.W. VARIES)

FIRE HYDRANT

30.0' RIPARIAN BUFFER ZONE 2

30.0' RIPARIAN BUFFER ZONE 1

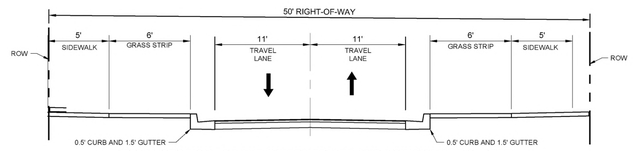
ROAD STUB PROVIDED PER COF ZONING REQUIREMENTS, NO FUTURE CONNECTION PLANNED AT THIS TIME

LANDS NOW OR FORMERLY OF
JAMES G AND MARITA HEITHCOOK
PER DB-N/A R.O.W.C., TN.
AT 4384 S CAROTHERS RD
AT PARCEL ID:089 04000 00014089

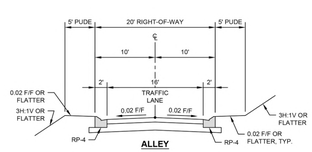
S CAROTHERS RD
MINOR COLLECTOR ROW VARIES)

LANDS NOW OR FORMERLY OF
JAMES ROBERT HOOD JR AND
LAURIE L ET UX HOOD

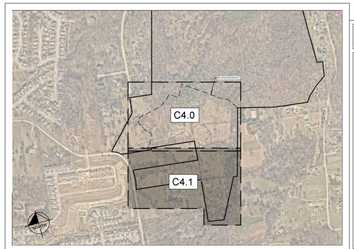
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TYPICAL SECTION - 2-LANE INTERMEDIATE AND LOW VOLUME STREET
NTS



ALLEY



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VEHICLE LEGEND

VEHICLE FENDER PATH
VEHICLE FRONT WHEEL PATH
VEHICLE REAR WHEEL PATH

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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Main: 615 844 2573 www.kimley-horn.com
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FORD CLASSIC HOMES

COLLETTA PARK PUD
SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

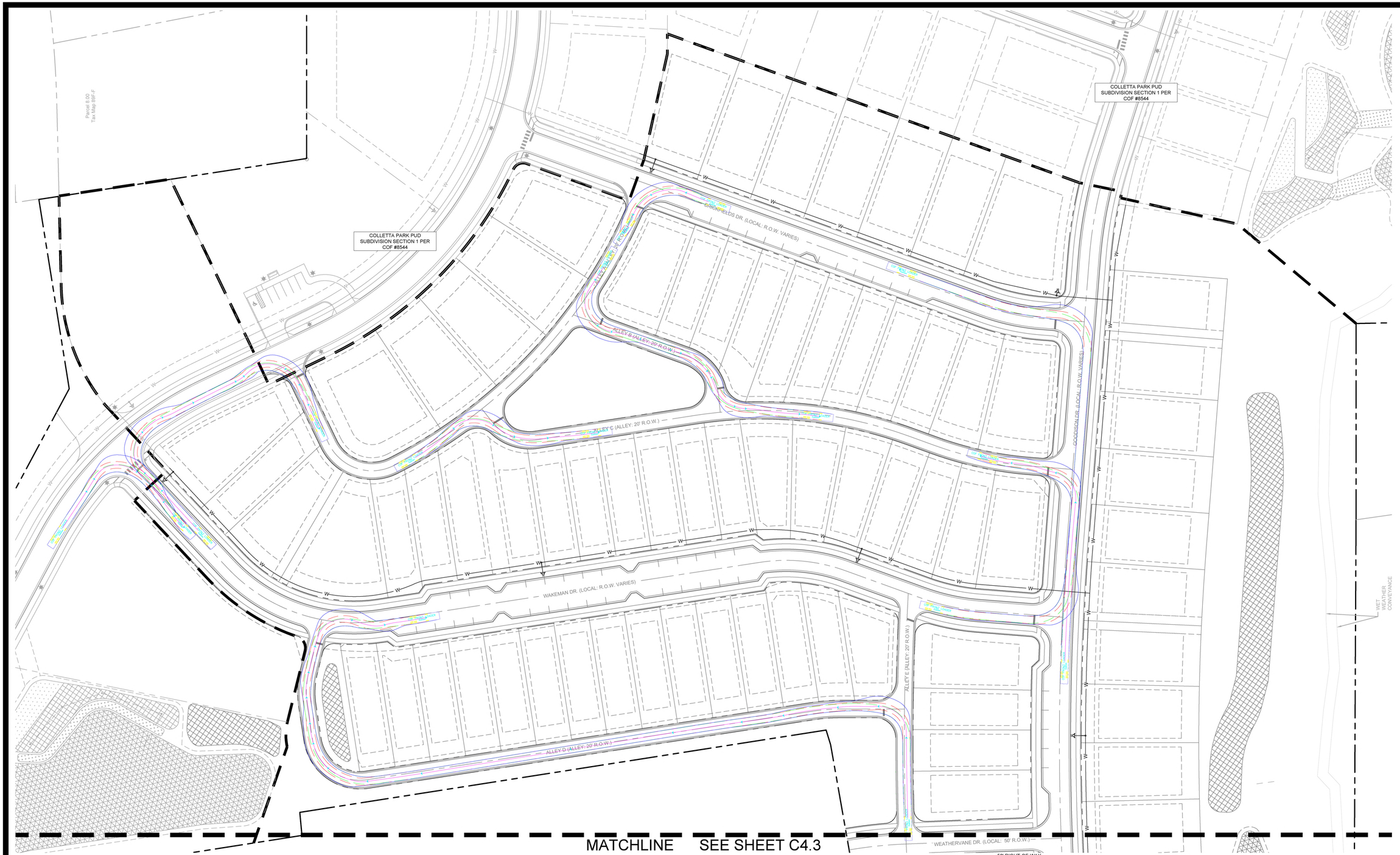
WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
No. 127919
STATE OF TENNESSEE

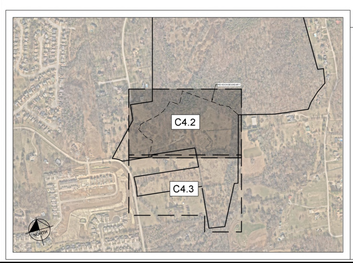
Revision Date
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ROW AND ACCESS PLAN

SHEET
C4.1

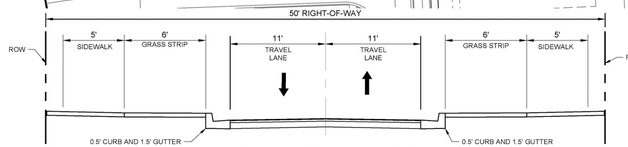
COF # 8691



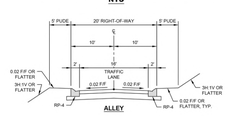


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TYPICAL SECTION - 2-LANE INTERMEDIATE AND LOW VOLUME STREET
NTS



ALLEY

VEHICLE LEGEND

- VEHICLE FENDER PATH
- VEHICLE FRONT WHEEL PATH
- VEHICLE REAR WHEEL PATH

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GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
4031 Aspen Grove Drive, Franklin, TN 37067
Main: (615) 564-2701 FAX: (615) 627-2009
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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

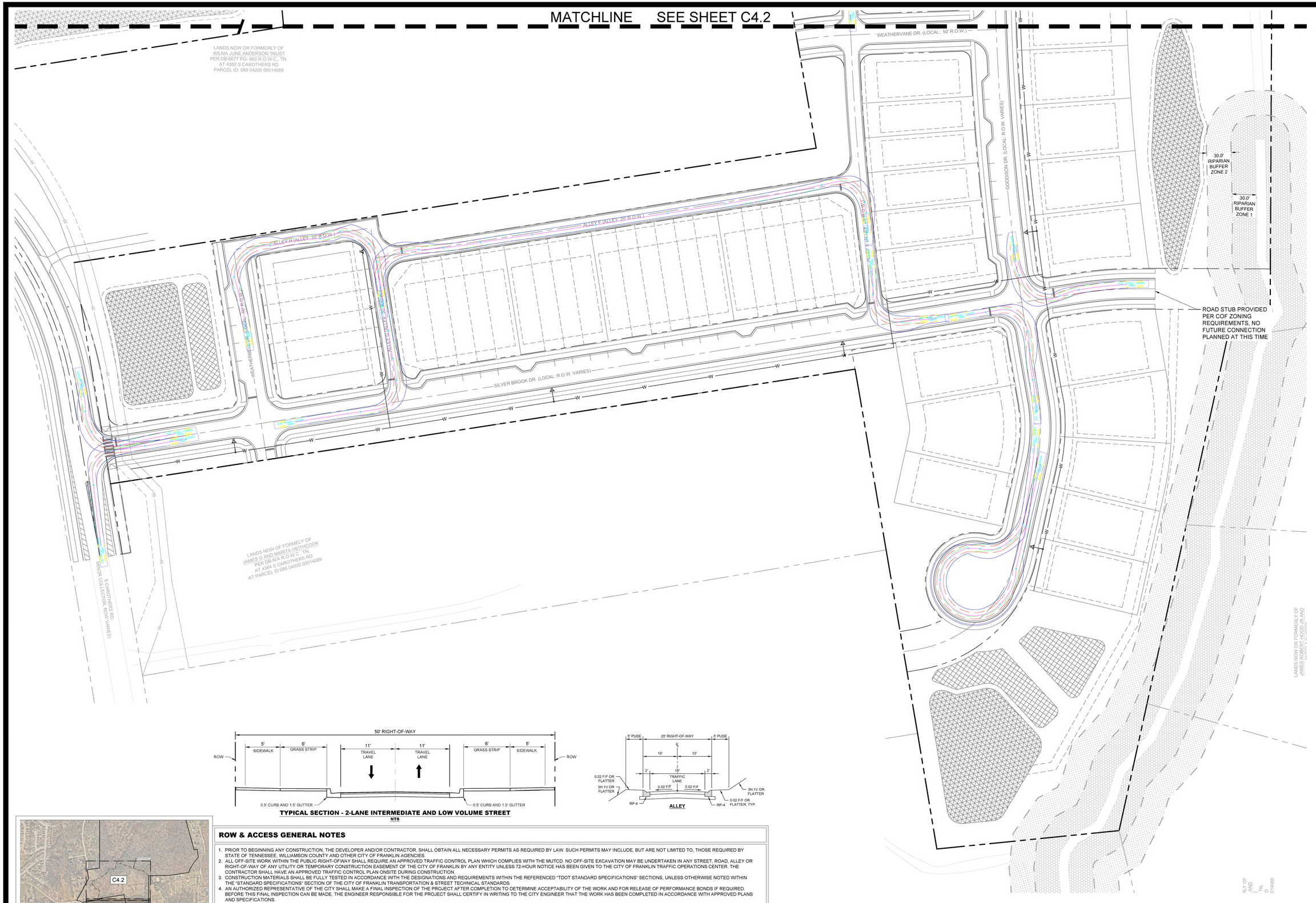
WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
No. 137118
STATE OF TENNESSEE

Revision Date
1 _____
2 _____
3 _____
4 _____

ROW AND ACCESS PLAN

SHEET
C4.2
COF # 8691

MATCHLINE SEE SHEET C4.2



TYPICAL SECTION - 2-LANE INTERMEDIATE AND LOW VOLUME STREET
NTS

ALLEY

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VEHICLE LEGEND

VEHICLE FENDER PATH
VEHICLE FRONT WHEEL PATH
VEHICLE REAR WHEEL PATH

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION DEVELOPMENT PLAN - REVISION 1

Franklin, Williamson County, Tennessee

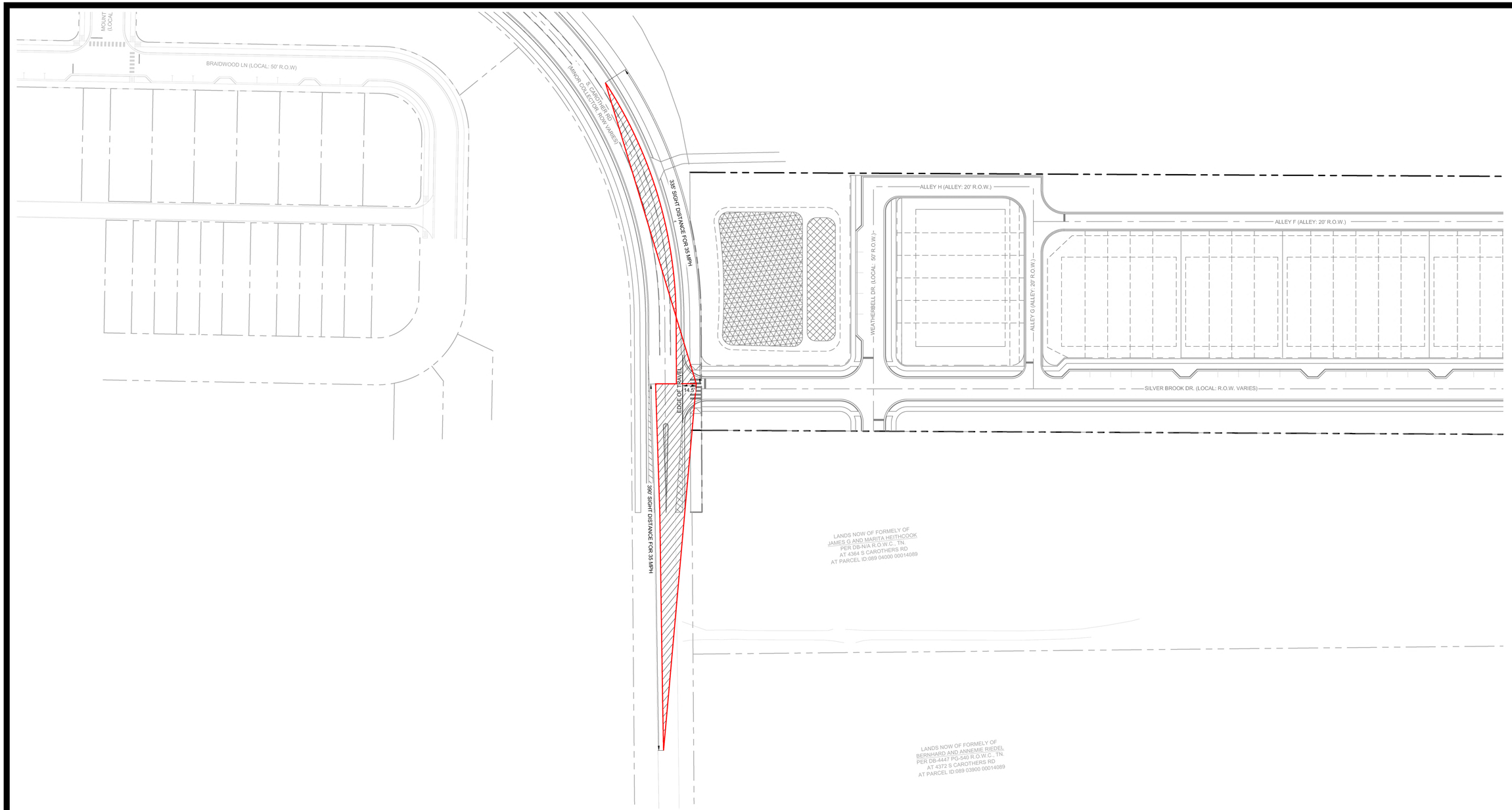
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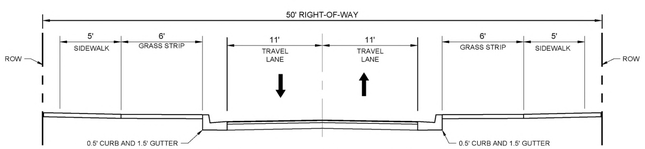
Revision Date
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ROW AND ACCESS PLAN

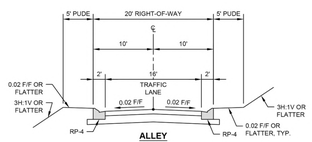
SHEET
C4.3

COF # 8691





TYPICAL SECTION - 2-LANE INTERMEDIATE AND LOW VOLUME STREET
NTS



ALLEY

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SIGHT DISTANCE LEGEND

PROPOSED SIGHT DISTANCE TRIANGLE
POSTED SPEED: 30 MPH
DESIGN SPEED: 35 MPH
STOPPING SIGHT DISTANCE REQUIRED:
LEFT TURN FROM STOP: 390'
RIGHT TURN FROM STOP: 335'

STATEMENT OF IMPACTS

THE TRAFFIC IMPACT STUDY INDICATES THAT OFF-SITE ROADWAY IMPROVEMENTS ALONG SOUTH CAROTHERS WILL BE REQUIRED BASED ON THE PROJECTED TRIPS.

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
4201 Aspen Grove Drive, Franklin, TN 37067
615 371 0010 WWW.KIMLEY-HORN.COM
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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURE COMMERCE
No. 127915
STATE OF TENNESSEE
12/09/2025

Revision Date
△ _____
△ _____
△ _____
△ _____

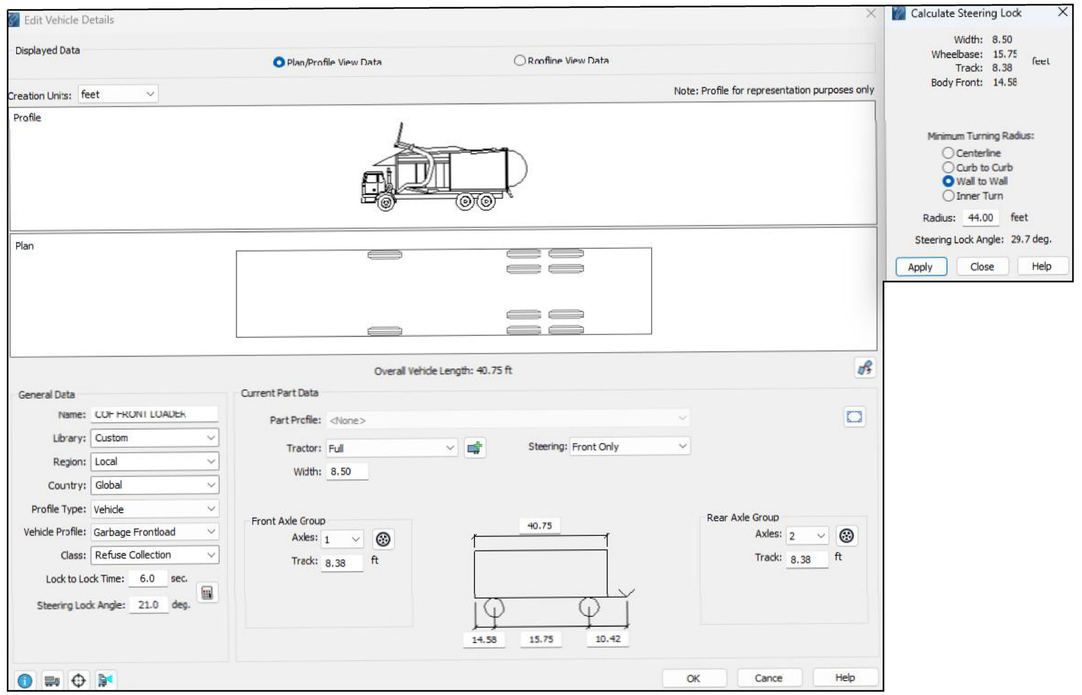
SIGHT DISTANCE PLAN

SHEET
C4.4

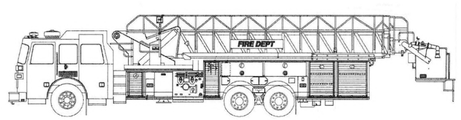
COF # 8691

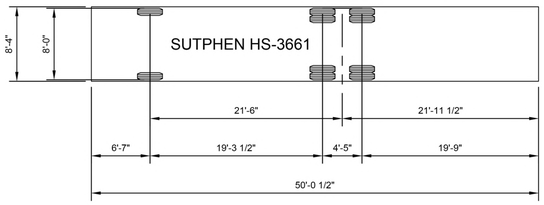


CITY OF FRANKLIN - FIRETRUCK DETAILS
NTS



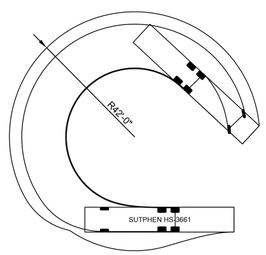
SOLID WASTE FRONT LOADER DETAILS
NTS



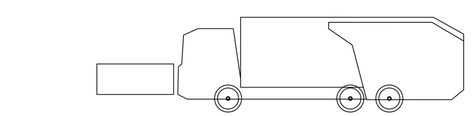


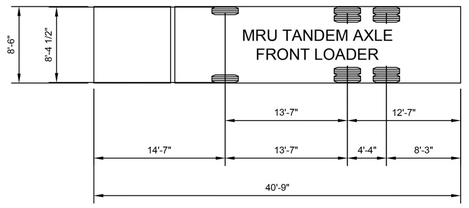
APPARATUS AND TURNING INFORMATION

1. NUMBER OF FRONT AXLES = 1
2. FRONT TRACK WIDTH = 8.000 FT
3. WHEELS ON EACH FRONT AXLE = 2
4. NUMBER OF REAR AXLES = 2
5. REAR TRACK WITH = 8.000 FT
6. WHEELS ON EACH REAR AXLE = 4
7. WHEELBASE = 19.292 FT
8. REAR AXLE SPACING = 4.417 FT
9. LOCK-TO-LOCK TIME = 6 SEC
10. TURNING RADIUS WALL TO WALL = 42 FT
11. BODY LENGTH = 50.042 FT
12. BODY WIDTH = 8.333 FT
13. REAR OVERHANG = 24.167 FT
14. MINIMUM DESIGN SPEED = 5 MPH



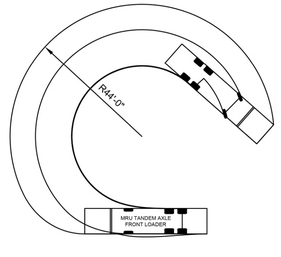
HISTORIC FRANKLIN TENNESSEE	FIRE APPARATUS TURNING TEMPLATE		DWG. NO.
CITY OF FRANKLIN	CITY ENGINEER: Paul P Holzen	DATE: 7/1/2021	SD-7
NOT TO SCALE			





APPARATUS AND TURNING INFORMATION

1. NUMBER OF FRONT AXLES = 1
2. FRONT TRACK WIDTH = 8.375 FT
3. WHEELS ON EACH FRONT AXLE = 2
4. NUMBER OF REAR AXLES = 2
5. REAR TRACK WITH = 8.375 FT
6. WHEELS ON EACH REAR AXLE = 4
7. WHEELBASE = 13.583 FT
8. REAR AXLE SPACING = 4.333 FT
9. LOCK-TO-LOCK TIME = 6 SEC
10. TURNING RADIUS WALL TO WALL = 44 FT
11. BODY LENGTH = 40.750 FT
12. BODY WIDTH = 8.500 FT
13. REAR OVERHANG = 12.583 FT
14. MINIMUM BODY GROUND CLEARANCE = 1.375 FT
15. MINIMUM DESIGN SPEED = 5 MPH



HISTORIC FRANKLIN TENNESSEE	SOLID WASTE APPARATUS TURNING TEMPLATE		DWG. NO.
CITY OF FRANKLIN	CITY ENGINEER: Paul P Holzen	DATE: 9/21/2023	SD-8
NOT TO SCALE			

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

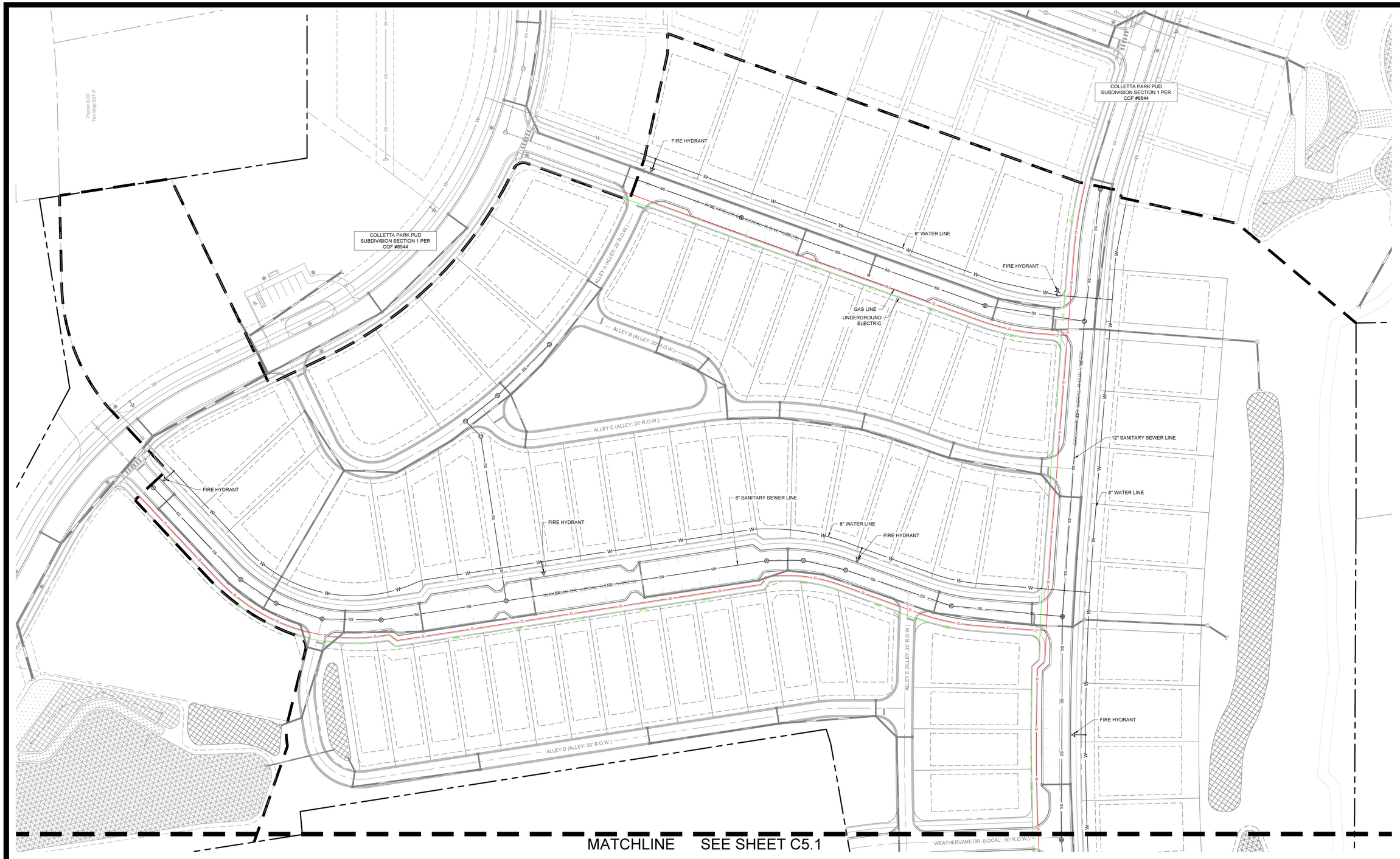
COLLETTA PARK PUD
SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

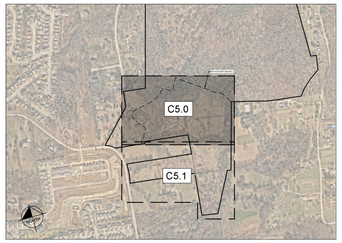
WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
No. 127915
STATE OF TENNESSEE
12/31/2024

Revision Date
△ _____
△ _____
△ _____
△ _____

ROW AND ACCESS VECHICLE DETAILS

SHEET
C4.5
COF # 8691





AGENCY CONTACTS

WATER
MILCROFTON UTILITY DISTRICT
6333 ARNO ROAD
FRANKLIN, TN 37064
PHONE: (615) 794-5947
CONTACT: MIKE JONES

GAS
ATMOS ENERGY
200 NOAH DRIVE
FRANKLIN, TN 37064
PHONE: (615) 794-2596
CONTACT: BLAKE DAVIS

CABLE
UNITED COMMUNICATION, INC.
120 TAYLOR STREET,
CHAPEL HILL, TN 37034
PHONE: (800) 779-2227
CONTACT: KIMBERLY GOODWIN

CITY OF FRANKLIN
109 3rd AVENUE SOUTH, FRANKLIN, TN 37067
CONTACT:
PLANNING : AMY DIAZ-BARRIGA 615-550-6977
ENGINEERING : LANCE FITTRO 615-550-6676

ELECTRIC
MIDDLE TN ELECTRIC
2156 EDWARD CURD LN.
FRANKLIN, TN 37067
PHONE: (615) 595-4693
CONTACT: DALE HOOD

SANITARY SEWER
CITY OF FRANKLIN
124 LUMBER DRIVE
FRANKLIN, TN 37064
PHONE: (615) 794-4554
CONTACT: UTILITY INSPECTOR

TELEPHONE
AT&T
PHONE: (615) 943-6572
EMAIL: MB127D@ATT.COM
CONTACT: MIKE BOGGESS

INTERNET PROVIDER
UNITED COMMUNICATION, INC.
120 TAYLOR STREET,
CHAPEL HILL, TN 37034
PHONE: (800) 779-2227
CONTACT: KIMBERLY GOODWIN

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.

STATEMENT OF IMPACTS

WATER WILL BE PROVIDED VIA AN 8" PUBLIC WATER MAIN OFF A 24" WATER MAIN EXTENSION FROM S CAROTHERS TO THE EXISTING WATER TOWER ON SITE. THE PROJECT SITE IS SERVICED BY MILCROFTON UTILITY DISTRICT.

SANITARY SEWER WILL BE PROVIDED VIA AN 8" SEWER EXTENSION CONNECTING TO AN 12" SEWER CONNECTION TO THE NEARBY SIMMONS RIDGE DEVELOPMENT.

FIRE FLOW TEST

FLOW TEST DATE: 12/30/2024, 2:23 PM
STATIC PRESSURE: 83.0 psi
RESIDUAL PRESSURE: 81.0 psi
FLOW: 8,698 GPM @ 20 psi

TESTED BY INFLO DESIGN GROUP, LLC; JASON ENGLISH, P.E.; GRANT VOSS

GRAPHIC SCALE IN FEET
0 25 50 100
NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

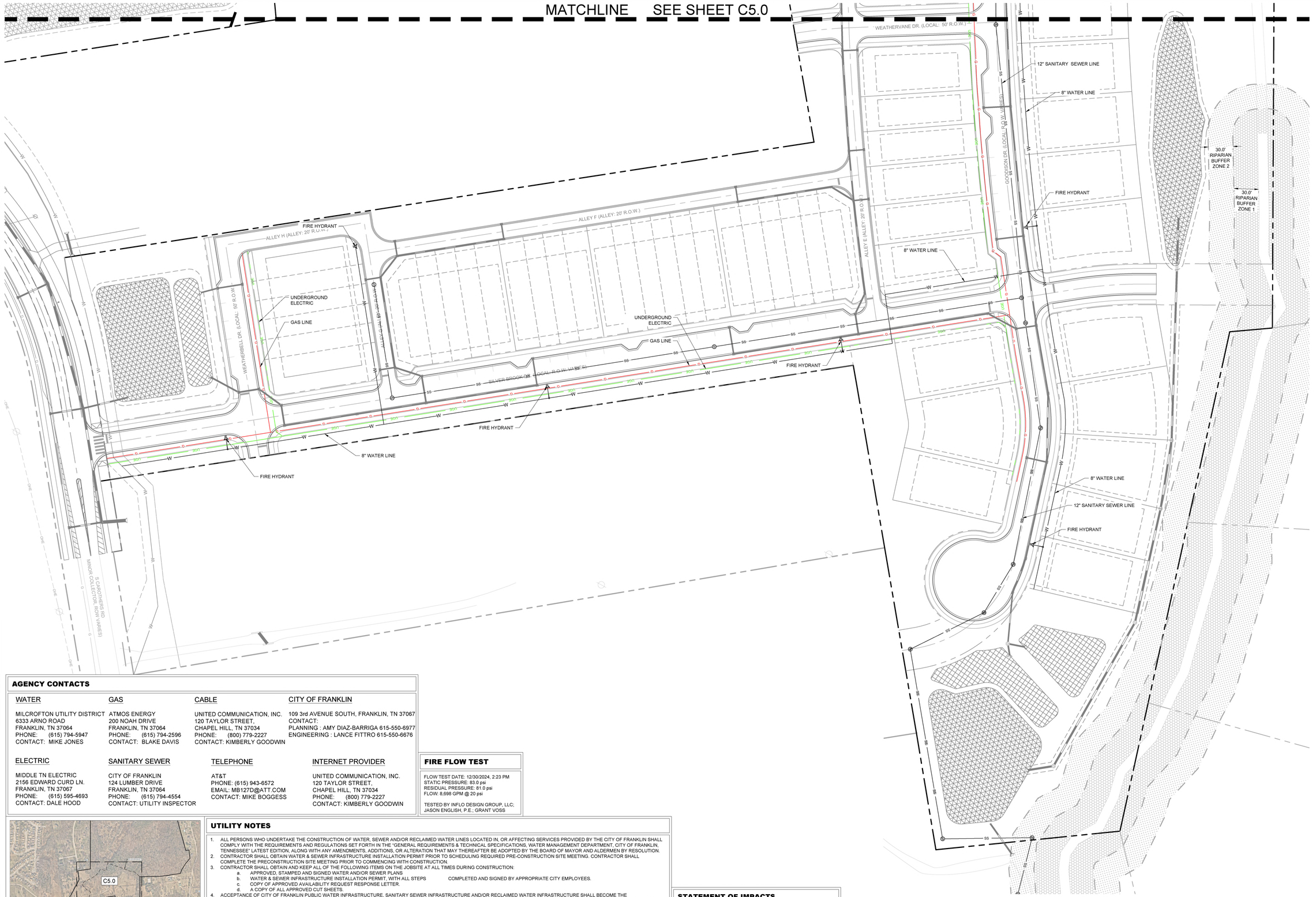
WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURE COMMERCE
No. 127915
STATE OF TENNESSEE
12/30/2025

Revision Date
△ _____
△ _____
△ _____
△ _____

UTILITY PLAN

SHEET
C5.0
COF # 8691

MATCHLINE SEE SHEET C5.0



AGENCY CONTACTS

WATER	GAS	CABLE	CITY OF FRANKLIN
MILCROFTON UTILITY DISTRICT 6333 ARNO ROAD FRANKLIN, TN 37064 PHONE: (615) 794-5947 CONTACT: MIKE JONES	ATMOS ENERGY 200 NOAH DRIVE FRANKLIN, TN 37064 PHONE: (615) 794-2596 CONTACT: BLAKE DAVIS	UNITED COMMUNICATION, INC. 120 TAYLOR STREET, CHAPEL HILL, TN 37034 PHONE: (800) 779-2227 CONTACT: KIMBERLY GOODWIN	109 3rd AVENUE SOUTH, FRANKLIN, TN 37067 CONTACT: PLANNING : AMY DIAZ-BARRIGA 615-550-6977 ENGINEERING : LANCE FITTRO 615-550-6676

ELECTRIC	SANITARY SEWER	TELEPHONE	INTERNET PROVIDER
MIDDLE TN ELECTRIC 2156 EDWARD CURD LN. FRANKLIN, TN 37067 PHONE: (615) 595-4693 CONTACT: DALE HOOD	CITY OF FRANKLIN 124 LUMBER DRIVE FRANKLIN, TN 37064 PHONE: (615) 794-4554 CONTACT: UTILITY INSPECTOR	AT&T PHONE: (615) 943-6572 EMAIL: MB127D@ATT.COM CONTACT: MIKE BOGGESS	UNITED COMMUNICATION, INC. 120 TAYLOR STREET, CHAPEL HILL, TN 37034 PHONE: (800) 779-2227 CONTACT: KIMBERLY GOODWIN

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GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

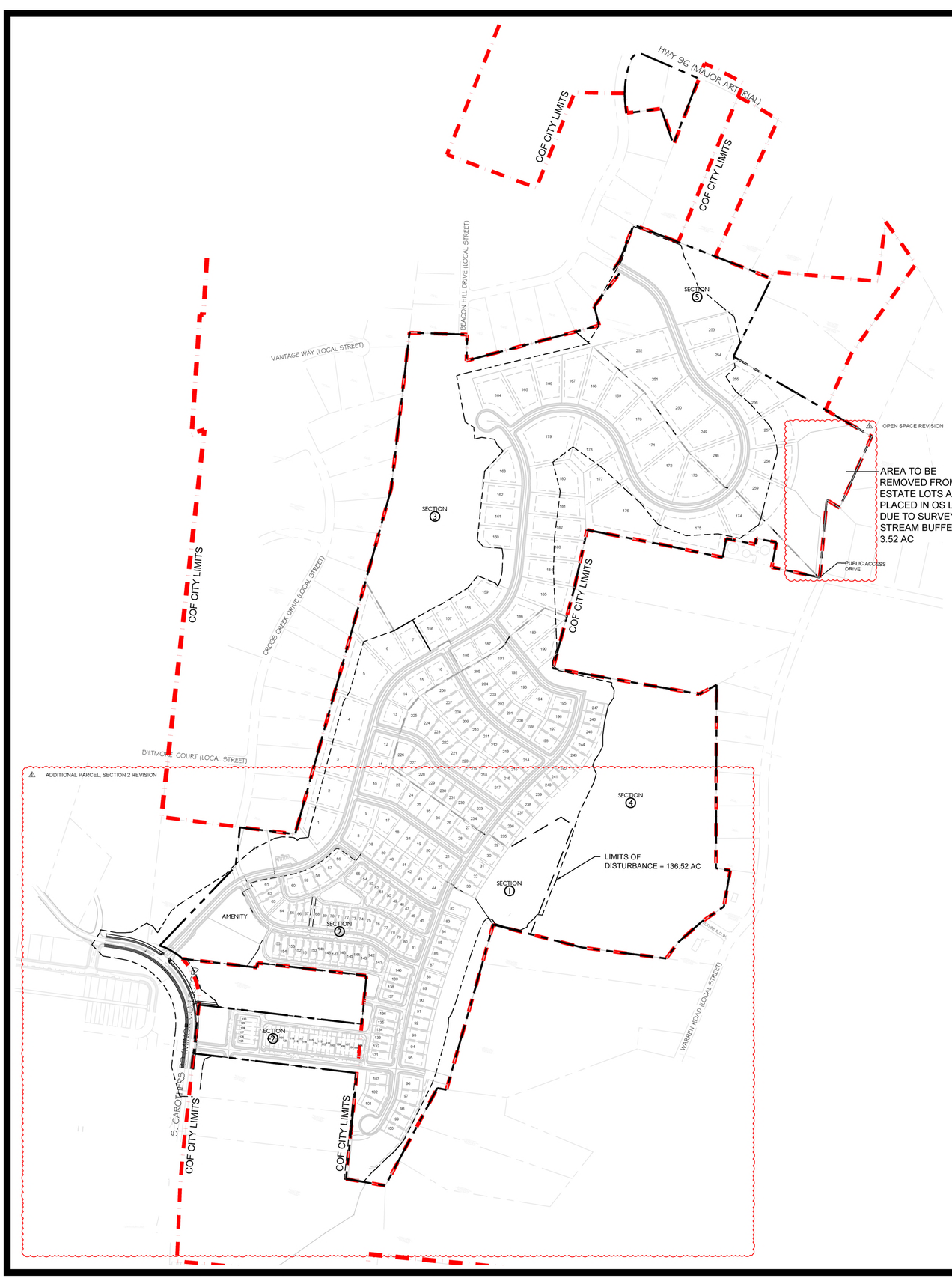
COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGREEMENT NUMBER
No. 127919
COMMERCE
STATE OF TENNESSEE

Revision Date
△ _____
△ _____
△ _____
△ _____

UTILITY PLAN

SHEET
C5.1
COF # 8691



PHASING TAKEDOWN CHART

Development	Total Acreage	120' Detached Dwellings	85' Detached Dwellings	65' Detached Dwellings	46' Detached Dwellings	41' Detached Dwellings	Townhomes	Total Dwellings
Development Plan	204.89	53	17	105	8	49	27	259
Section 1	29.54	7	11	18	0	0	0	36
Section 2	37.15	1	0	34	8	49	27	119
Section 3	56.15	31	2	0	0	0	0	33
Section 4	49.22	2	4	53	0	0	0	59
Section 5	32.83	12	0	0	0	0	0	12

N

0 300 600 900

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

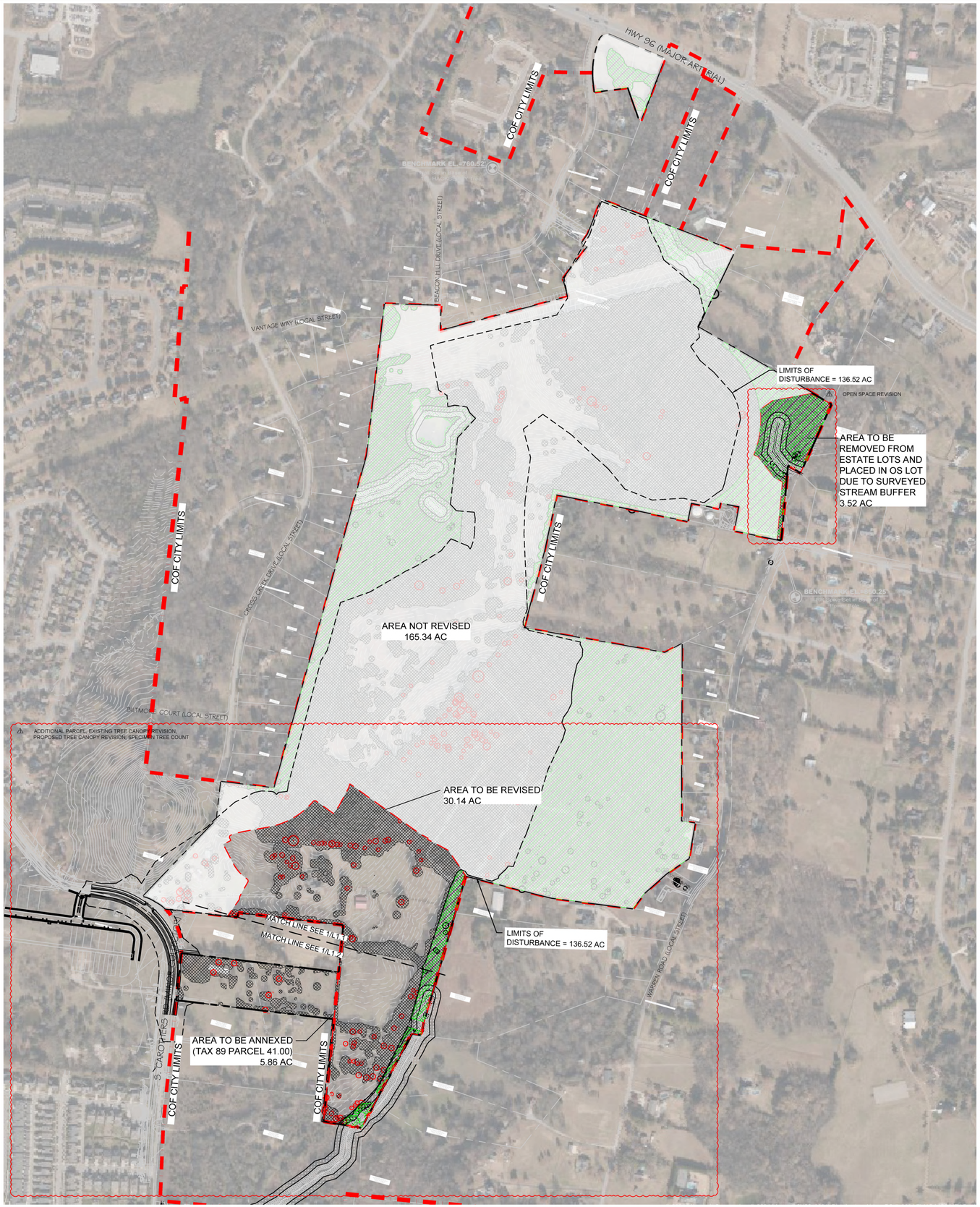
MATTHEW H. BLAIR 3423 AGRICULTURE COMMERCE 1419 TENNESSEE NO. 1419 LANDSCAPE ARCHITECT

Revision Date
1 JANUARY 13, 2025
2
3
4

PHASING PLAN

SHEET
C6.0

COF# 8691



⚠ EXISTING TREE CANOPY REVISION, PROPOSED TREE CANOPY REVISION, SPECIMEN TREE COUNT

KEY

- EXISTING TREE CANOPY
- PRESERVED TREE CANOPY
- TREE PROTECTION FENCE
- 30' RIPARIAN BUFFER ZONE 1
- 30' RIPARIAN BUFFER ZONE 2
- SPECIMEN TREES
- SPECIMEN TREES REMOVED

TREE CANOPY RETENTION

OVERALL SITE AREA = 8,925,110 SF (204.89 AC)

TREE CANOPY DATA:

TOTAL EXISTING TREE CANOPY:	6,400,748 SF; 146.94 AC (71.7 % OF SITE)
REQUIRED CANOPY PRESERVATION:	36% (2,304,324 SF; 52.90 AC)
PROVIDED CANOPY PRESERVATION:	2,400,426 SF; 55.11 AC (37.5 % OF EXISTING)

NOTE: SEE L1.3 FOR SPECIMEN TREE LIST.

N

0 300 600 900

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION I
Franklin, Williamson County, Tennessee

MATTHEW E. HOCKER — STATE OF TENNESSEE — DEPARTMENT OF AGRICULTURE — REGISTERED LANDSCAPE ARCHITECT — 1742 — 1/14/25

Revision Date
⚠ JANUARY 13, 2025

OVERALL TREE PRESERVATION PLAN
SHEET
L1.0
COF# 8691

⚠ EXISTING TREE CANOPY REVISION, PROPOSED TREE CANOPY REVISION, SPECIMEN TREE COUNT

KEY

- EXISTING TREE CANOPY
- PRESERVED TREE CANOPY
- TREE PROTECTION FENCE
- 30' RIPARIAN BUFFER ZONE 1
- 30' RIPARIAN BUFFER ZONE 2
- SPECIMEN TREES
- SPECIMEN TREES REMOVED

0 50 100 150

NORTH

TREE CANOPY RETENTION

OVERALL SITE AREA = 8,925,110 SF (204.89 AC)

TREE CANOPY DATA:

TOTAL EXISTING TREE CANOPY:	6,400,748 SF; 146.94 AC (71.7 % OF SITE)
REQUIRED CANOPY PRESERVATION:	36% (2,304,324 SF; 52.90 AC)
PROVIDED CANOPY PRESERVATION:	2,400,426 SF; 55.11 AC (37.5 % OF EXISTING)

NOTE: SEE L1.3 FOR SPECIMEN TREE LIST.

AREA NOT REVISED
165.34 AC

AREA TO BE REVISED
30.14 AC

LIMITS OF
DISTURBANCE = 136.52 AC

COF CITY LIMITS

COF CITY LIMITS

MATCH LINE SEE 1/L1.1

MATCH LINE SEE 1/L1.2

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
4031 Aspen Grove Drive, Franklin, TN 37067Main:
615 770 8100 Fax: www.kimley-horn.com
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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION I
Franklin, Williamson County, Tennessee

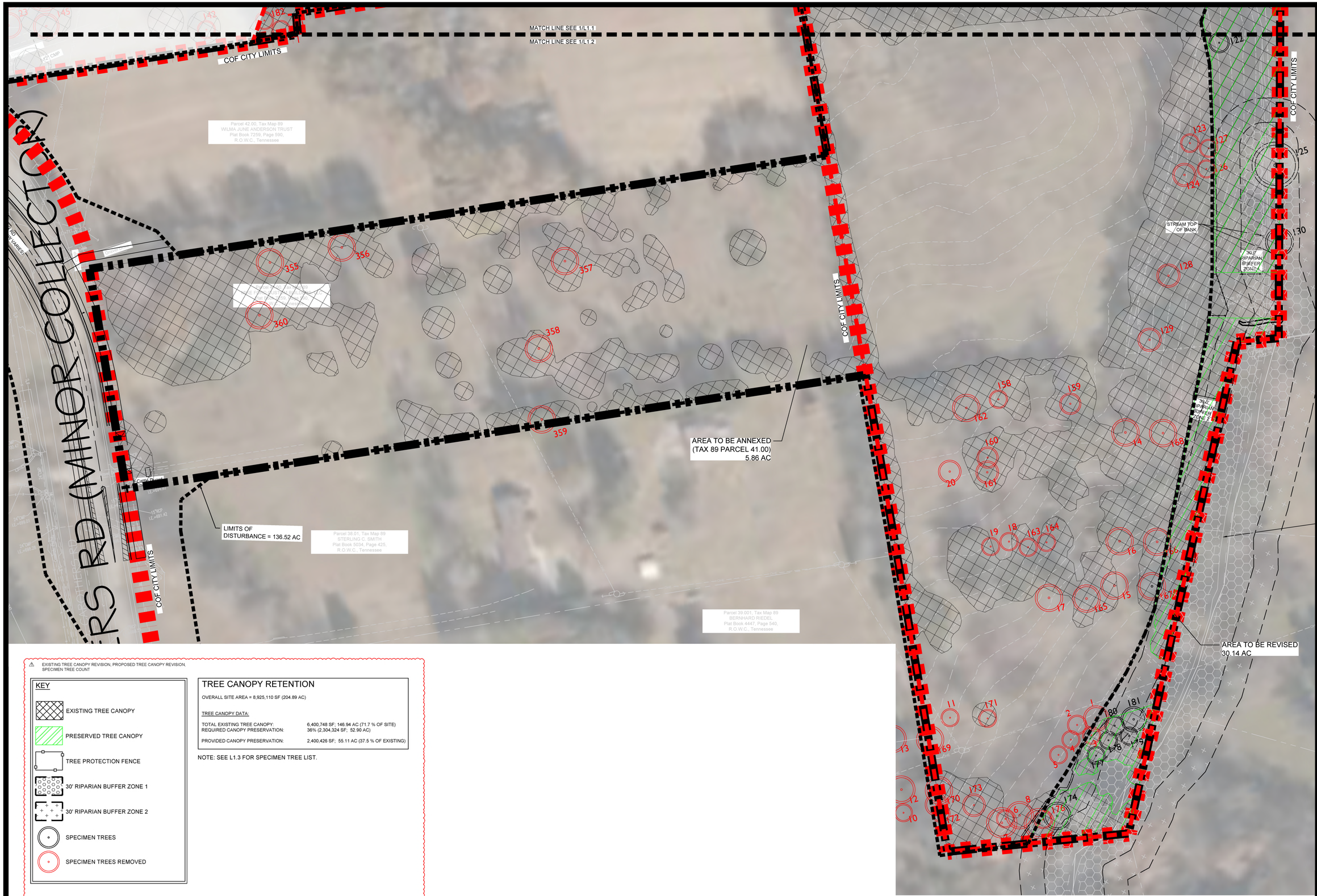
MATTHEW H. HOUSER
AGRICULTURE
COMMERCE
TENNESSEE NO. 3418
LANDSCAPE ARCHITECT

Revision Date
⚠1 JANUARY 13, 2025
△
△
△

TREE PRESERVATION PLAN ENLARGEMENT

SHEET
L1.1

COF# 8691



⚠ EXISTING TREE CANOPY REVISION, PROPOSED TREE CANOPY REVISION, SPECIMEN TREE COUNT

KEY

- EXISTING TREE CANOPY
- PRESERVED TREE CANOPY
- TREE PROTECTION FENCE
- 30' RIPARIAN BUFFER ZONE 1
- 30' RIPARIAN BUFFER ZONE 2
- SPECIMEN TREES
- SPECIMEN TREES REMOVED

TREE CANOPY RETENTION

OVERALL SITE AREA = 8,925,110 SF (204.89 AC)

TREE CANOPY DATA:

TOTAL EXISTING TREE CANOPY:	6,400,748 SF; 146.94 AC (71.7 % OF SITE)
REQUIRED CANOPY PRESERVATION:	36% (2,304,324 SF; 52.90 AC)
PROVIDED CANOPY PRESERVATION:	2,400,426 SF; 55.11 AC (37.5 % OF EXISTING)

NOTE: SEE L1.3 FOR SPECIMEN TREE LIST.

0 50 100 150

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION I
Franklin, Williamson County, Tennessee

STATE OF TENNESSEE
AGRICULTURE
COMMERCE
TENNESSEE NO. 1413
LANDSCAPE ARCHITECT

Revision Date
⚠ JANUARY 13, 2025

TREE PRESERVATION PLAN ENLARGEMENT

SHEET
L1.2

COF# 8691

⚠ SPECIMEN TREE COUNT

SPECIMEN TREES

TREE #	INCHES	SPECIES	REMOVED
1	34	HACKBERRY	X
2	26	HACKBERRY	X
3	24	OAK	X
4	24	OAK	X
5	24	HACKBERRY	X
6	24	HACKBERRY	X
7	40	HACKBERRY	X
8	36	HACKBERRY	X
9	30	HACKBERRY	X
10	24	HACKBERRY	X
11	24	HACKBERRY	X
12	36	HACKBERRY	X
13	36	HACKBERRY	X
14	36	OAK	X
15	36	HACKBERRY	X
16	36	HACKBERRY	X
17	36	HACKBERRY	X
18	24	HACKBERRY	X
19	24	HACKBERRY	X
20	30	HACKBERRY	X
21	36	OAK	X
22	28	HACKBERRY	X
23	34	HACKBERRY	X
24	46	HACKBERRY	X
25	24	HACKBERRY	X
26	24	MAPLE	X
27	28	MAPLE	X
28	30	MAPLE	X
29	24	OAK	X
30	26	OAK	X
31	26	OAK	X
32	72	OAK	X
33	60	OAK	X
34	36	OAK	X
35	30	HICKORY	X
36	42	OAK	X
37	46	OAK	X
38	48	OAK	X
39	40	OAK	X
40	24	OAK	X
41	24	OAK	X
42	24	OAK	X
43	28	CHERRY	X
44	28	ELM	X
45	30	HACKBERRY	X
46	30	OAK	X
47	36	OAK	X
48	36	HACKBERRY	X
49	36	CHERRY	X
50	36	OAK	X
51	24	OAK	X
52	24	ELM	X
53	24	HACKBERRY	X
54	24	HACKBERRY	X
55	24	BEECH	X
56	24	OAK	X
57	24	OAK	X
58	30	OAK	X
59	30	MAPLE	X
60	24	OAK	X
61	26	OAK	X
62	26	OAK	X
63	24	HACKBERRY	X
64	24	HACKBERRY	X
65	24	ELM	X
66	24	HACKBERRY	X
67	24	OAK	X
68	24	OAK	X
69	24	OAK	X
70	24	ELM	X
71	28	OAK	X
72	24	OAK	X
73	26	OAK	X
74	36	OAK	X
75	36	OAK	X
76	24	HACKBERRY	X
77	24	POPLAR	X
78	24	OAK	X
79	30	ELM	X
80	30	OAK	X
81	24	OAK	X
82	48	OAK	X
83	24	OAK	X
84	36	OAK	X
85	40	OAK	X
86	40	OAK	X
87	30	HACKBERRY	
88	24	HACKBERRY	
89	30	OAK	
90	24	ELM	X
91	24	ELM	X
92	24	OAK	X
93	24	POPLAR	
94	32	POPLAR	
95	24	HACKBERRY	X
96	24	MAPLE	X
97	36	OAK	X
98	36	HACKBERRY	X
99	32	OAK	X
100	24	HACKBERRY	X
101	24	ASH	X
102	24	OAK	X
103	30	CHERRY	X
104	28	OAK	X
105	42	OAK	X
106	26	OAK	X
107	26	CHERRY	X
108	26	ASH	X
109	24	LOCUST	X
110	24	ASH	X
111	24	OAK	X
112	66	OAK	X
113	36	POPLAR	X
114	30	HACKBERRY	
115	24	HACKBERRY	
116	24	CEDAR	X
117	24	HACKBERRY	X
118	40	Sycamore	
119	28	OAK	
120	28	MAPLE	
121	30	HACKBERRY	
122	26	HACKBERRY	
123	24	HACKBERRY	X
124	30	HACKBERRY	X
125	60	Sycamore	
126	24	CEDAR	X
127	24	CEDAR	X
128	30	HACKBERRY	X
129	30	HACKBERRY	X
130	36	Sycamore	
131	32	OAK	X
132	24	OAK	X
133	24	OAK	X
134	30	OAK	X
135	30	OAK	X
136	24	OAK	X
137	24	OAK	X
138	26	OAK	X
139	28	OAK	X
140	48	OAK	X
141	24	HICKORY	X
142	24	HACKBERRY	X
143	24	HACKBERRY	X
144	46	HACKBERRY	X
145	34	HACKBERRY	X
146	28	HACKBERRY	X
147	28	OAK	X
148	36	OAK	X
149	26	OAK	X
150	28	HICKORY	X
151	30	OAK	X
152	24	OAK	X
153	24	OAK	X
154	36	OAK	X
155	36	OAK	X
156	24	HACKBERRY	X
157	40	HACKBERRY	X
158	24	OAK	X
159	28	HACKBERRY	X
160	28	HACKBERRY	X
161	30	HACKBERRY	X
162	36	HACKBERRY	X
163	24	HACKBERRY	X
164	24	HACKBERRY	X
165	36	HACKBERRY	X
166	36	HACKBERRY	X
167	36	HACKBERRY	X
168	36	OAK	X
169	36	HACKBERRY	X
170	36	HACKBERRY	X
171	24	HACKBERRY	X
172	24	HACKBERRY	X
173	30	HACKBERRY	X
174	36	HACKBERRY	
175	40	HACKBERRY	X
176	24	HACKBERRY	X
177	24	HACKBERRY	
178	24	OAK	
179	24	OAK	
180	26	HACKBERRY	
181	34	HACKBERRY	
182	28	CEDAR	X
183	28	CEDAR	X
184	24	OAK	
185	34	OAK	
186	26	OAK	
187	24	OAK	
188	26	POPLAR	
189	34	OAK	
190	48	Sycamore	
191	48	OAK	
192	36	HACKBERRY	X
193	50	OAK	X
194	40	OAK	X
195	24	OAK	X
196	48	HACKBERRY	X
197	24	HACKBERRY	X
198	28	HACKBERRY	X
199	36	HACKBERRY	
200	24	OAK	
201	28	HACKBERRY	
202	24	OAK	
203	30	HACKBERRY	X
204	36	HACKBERRY	
205	24	HACKBERRY	X
206	24	HACKBERRY	X
207	24	HACKBERRY	X
208	36	Twin	X
209	24	HACKBERRY	X
210	32	HACKBERRY	X
211	36	HACKBERRY	
212	30	HACKBERRY	
213	30	OAK	
214	30	HACKBERRY	
215	32	ELM	
216	24	OAK	
217	30	ELM	
218	24	HACKBERRY	
219	32	HACKBERRY	
220	36	HACKBERRY - TWIN	
221	32	HACKBERRY	X
222	44	HACKBERRY - TWIN	X
223	24	HACKBERRY - TWIN	X
224	24	HACKBERRY - TWIN	X
225	24	HACKBERRY - TWIN	X
226	24	HACKBERRY - TWIN	X
227	30	ELM	
228	30	HACKBERRY	
229	30	ELM	
230	24	ELM	
231	40	OAK	
232	24	HACKBERRY	
233	30	ELM	
234	24	OAK - TWIN	X
235	24	OAK	X
236	24	HACKBERRY	X
237	60	OAK	X
238	26	HACKBERRY (X3)	X
239	24	HACKBERRY	X
240	36	OAK	X
241	48	OAK	X
242	46	HACKBERRY	
243	30	HACKBERRY	
244	30	HACKBERRY	
245	30	OAK	
246	24	OAK	
247	24	OAK	
248	30	OAK	
249	36	OAK	
250	30	OAK	X
251	46	HACKBERRY	X
252	30	HACKBERRY	X
253	36	HACKBERRY	
254	60	HACKBERRY	
255	24	OAK	
256	30	OAK	
257	30	OAK	X
258	24	HACKBERRY	
259	24	BEECH	
260	30	OAK	
261	28	OAK - TWIN	
262	28	OAK	
263	28	OAK	X
264	24	OAK	X
265	24	HACKBERRY	X
266	30	HACKBERRY	X
267	30	HACKBERRY - TWIN	X
268	24	HACKBERRY - TWIN	X
269	24	HACKBERRY	X
270	28	HACKBERRY - TWIN	X
271	30	OAK	X
272	40	OAK	X
273	30	ELM	
274	24	HACKBERRY	
275	30	HICKORY	
276	24	OAK	
277	36	Sycamore	
278	24	HACKBERRY	
279	24	HICKORY	
280	24	HICKORY	
281	24	HICKORY	
282	24	POPLAR	
283	26	MAPLE	
284	26	MAPLE	
285	30	OAK	
286	26	HACKBERRY	
287	26	HICKORY	
288	34	MAPLE	
289	30	MAPLE	
290	28	OAK	
291	32	OAK	
292	32	MAPLE	
293	30	MAPLE	
294	30	MAPLE	
295	36	OAK	
296	30	OAK	X
297	24	OAK	X
298	24	HACKBERRY	
299	30	MAPLE	
300	30	HACKBERRY	
301	24	OAK	
302	24	HACKBERRY	
303	24	ASH	
304	24	OAK	
305	24	OAK	
306	36	OAK	
307	28	OAK	
308	32	OAK	
309	48	HACKBERRY - TWIN	X
310	24	HACKBERRY	
311	28	OAK	X
312	30	HACKBERRY	
313	30	OAK - TWIN	
314	26	CEDAR - TWIN	X
315	24	OAK	X
316	30	HACKBERRY	
317	24	OAK	
318	26	HACKBERRY - TWIN	X
319	26	CEDAR - TWIN	X
320	26	OAK - TWIN	X
321	28	HACKBERRY	X
322	24	OAK	X
323	28	OAK	X
324	36	OAK	X
325	24	OAK	X
326	30	OAK	
327	36	OAK	
328	32	OAK	
329	36	MAPLE	
330	24	OAK	X
331	24	OAK	
332	24	OAK	
333	24	HACKBERRY	
334	30	HACKBERRY	
335	24	HACKBERRY	
336	36	HACKBERRY	
337	60	OAK	
338	24	OAK	
339	42	OAK - TWIN	
340	28	OAK	
341	24	OAK	
342	28	HACKBERRY - TWIN	
343	24	OAK	X
344	34	OAK	
345	24	OAK	
346	24	OAK - TWIN	
347	30	OAK	
348	24	OAK	
349	30	OAK	
350	28	OAK	
351	24	OAK	X
352	36	OAK	X
353	30	OAK - TWIN	
354	24	OAK	
355	26	OAK	X
356	26	HACKBERRY	X
357	36	MAPLE	X
358	29	MAPLE	X
359	26	PINE	X
360	24	ELM	X

TOTAL SPECIMEN INCHES:	10,773
TOTAL HEALTHY INCHES REMOVED:	6867
TOTAL REPLACEMENT INCHES REQUIRED:	13,734

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

MATTHEW H. BLAIR — AGRICULTURE — COMMERCE — TENNESSEE NO. 1143 — LANDSCAPE ARCHITECT

Revision Date
⚠ JANUARY 13, 2025
△
△
△

SPECIMEN TREE LIST

SHEET
L1.3

COF# 8691

TYPICAL ESTATE LOT HOME NOTES

1. HOME STYLE FOR LOTS WITH GARAGE ACCESSED FROM THE STREET WITH SIDE LOADED GARAGE.
2. ONE TO TWO STORIES IN HEIGHT.
3. MATERIALS INCLUDE BRICK, SIMULATED STONE, CEMENTATIOUS SIDING, AND ARCHITECTURAL SHINGLES.
4. SINGLE FAMILY HOME SQUARE FOOTAGE RANGE: 3500 SF TO 7500 SF
5. THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE VESTED FRANKLIN ZONING ORDINANCE.



TYPICAL 120' LOT HOME FRONT ELEVATION
NOT TO SCALE



TYPICAL 120' LOT HOME REAR ELEVATION
NOT TO SCALE

TYPICAL ESTATE LOT DIAGRAM AND SETBACKS

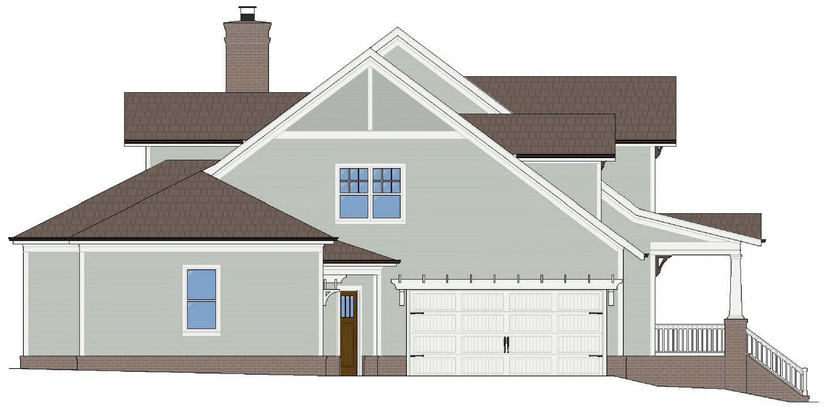


LOT SETBACKS

FRONT:	35'
SIDE:	15'
SIDE STREET:	25'
REAR:	35'



TYPICAL 120' LOT HOME RIGHT ELEVATION
NOT TO SCALE



TYPICAL 120' LOT HOME LEFT ELEVATION
NOT TO SCALE

NOTE: THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE FRANKLIN ZONING ORDINANCE.

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

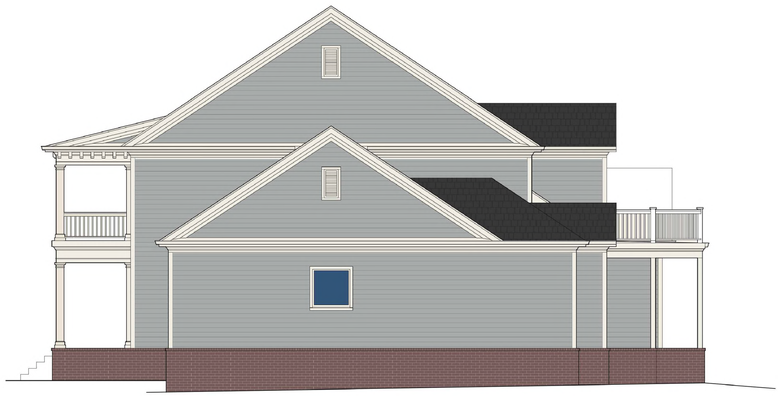
MATTHEW E. BLAIR
STATE OF TENNESSEE
DEPARTMENT OF AGRICULTURE
COMMERCE
TENNESSEE NO. 1142
LANDSCAPE ARCHITECT
1/14/25

Revision Date
1. JANUARY 13, 2025

ARCHITECTURAL ELEVATIONS

SHEET
A1.0

COF# 8691

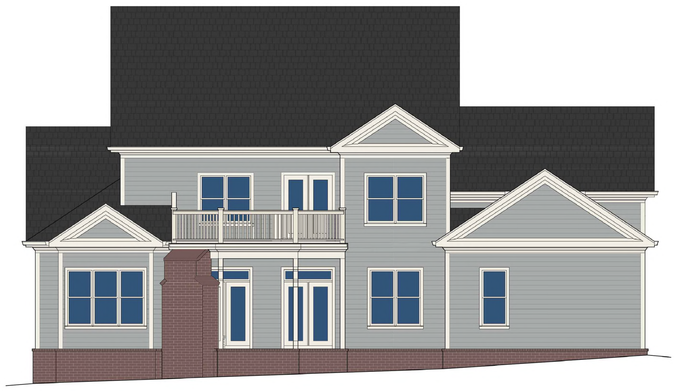


TYPICAL 85' LOT HOME RIGHT ELEVATION
NOT TO SCALE



TYPICAL 85' LOT HOME FRONT ELEVATION
NOT TO SCALE

NOTE: THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE FRANKLIN ZONING ORDINANCE.



TYPICAL 85' LOT HOME REAR ELEVATION
NOT TO SCALE

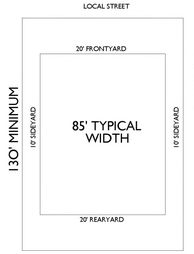


TYPICAL 85' LOT HOME LEFT ELEVATION
NOT TO SCALE

TYPICAL 85' LOT HOME NOTES

1. HOME STYLE FOR LOTS WITH GARAGE ACCESSED FROM THE STREET WITH FRONT-LOADED GARAGE.
2. ONE TO TWO STORIES IN HEIGHT.
3. MATERIALS INCLUDE BRICK, SIMULATED STONE, CEMENTATIOUS SIDING, AND ARCHITECTURAL SHINGLES.
4. SINGLE FAMILY HOME SQUARE FOOTAGE RANGE: 3500 SF TO 5000 SF
5. THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE VESTED FRANKLIN ZONING ORDINANCE.

TYPICAL 85' LOT DIAGRAM AND SETBACKS



LOT SETBACKS

FRONT:	20'
SIDE:	10'
SIDE STREET:	15'
REAR:	20'

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee



Revision Date
1 JANUARY 13, 2025

ARCHITECTURAL ELEVATIONS

SHEET
A1.1

COF# 8691



TYPICAL 65' LOT HOME FRONT ELEVATION
NOT TO SCALE

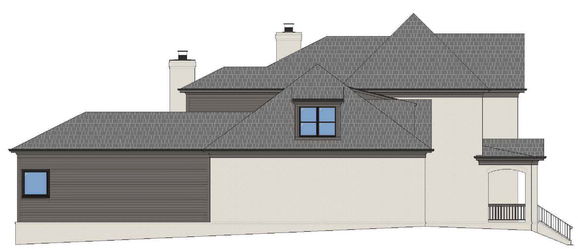
NOTE: THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE FRANKLIN ZONING ORDINANCE.



TYPICAL 65' LOT HOME RIGHT ELEVATION
NOT TO SCALE



TYPICAL 65' LOT HOME REAR ELEVATION
NOT TO SCALE

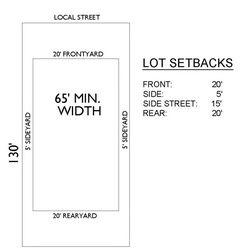


TYPICAL 65' LOT HOME LEFT ELEVATION
NOT TO SCALE

TYPICAL 65' LOT HOME NOTES

1. HOME STYLE FOR LOTS WITH GARAGE ACCESSED FROM THE STREET WITH FRONT-LOADED GARAGE.
2. ONE TO TWO STORIES IN HEIGHT.
3. MATERIALS INCLUDE BRICK, SIMULATED STONE, CEMENTATIOUS SIDING, AND ARCHITECTURAL SHINGLES.
4. SINGLE FAMILY HOME SQUARE FOOTAGE RANGE: 3200 SF TO 4800 SF
5. THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE VESTED FRANKLIN ZONING ORDINANCE.

TYPICAL 65' LOT DIAGRAM AND SETBACKS



LOT SETBACKS

FRONT:	20'
SIDE:	5'
SIDE STREET:	15'
REAR:	20'

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

STATE OF TENNESSEE
DEPARTMENT OF AGRICULTURE
COMMERCE NO. 1413
LANDSCAPE ARCHITECT

Revision Date
1. JANUARY 13, 2025

ARCHITECTURAL ELEVATIONS

SHEET
A1.2

COF# 8691

⚠ ADDITIONAL HOME TYPE



TYPICAL 46' LOT HOME FRONT ELEVATION
NOT TO SCALE

NOTE: THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE FRANKLIN ZONING ORDINANCE.

TYPICAL 46' LOT HOME NOTES

1. HOME STYLE FOR LOTS WITH GARAGE ACCESSED FROM THE ALLEY. GARAGE IS SET BACK EXACTLY 5 FEET OR AT LEAST 22 FEET FROM THE ALLEY.
2. ONE TO TWO STORIES IN HEIGHT.
3. MATERIALS INCLUDE BRICK, SIMULATED STONE, CEMENTATIOUS SIDING, AND ARCHITECTURAL SHINGLES.
4. SINGLE FAMILY HOME SQUARE FOOTAGE RANGE: 2500 SF TO 3500 SF
5. THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE VESTED FRANKLIN ZONING ORDINANCE.

TYPICAL 46' LOT DIAGRAM AND SETBACKS



LOT SETBACKS

FRONT:	15'
SIDE:	5'
SIDE STREET:	10'
REAR:	5'



TYPICAL 46' LOT HOME RIGHT ELEVATION
NOT TO SCALE



TYPICAL 46' LOT HOME REAR ELEVATION
NOT TO SCALE



TYPICAL 46' LOT HOME LEFT ELEVATION
NOT TO SCALE

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee



Revision Date
⚠1 JANUARY 13, 2025
⚠
⚠
⚠

ARCHITECTURAL ELEVATIONS
SHEET
A1.3
COF# 8691

⚠ ADDITIONAL HOME TYPE



TYPICAL 41' LOT HOME FRONT ELEVATION

NOT TO SCALE

NOTE: THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE FRANKLIN ZONING ORDINANCE.

TYPICAL 41' LOT HOME NOTES

1. HOME STYLE FOR LOTS WITH GARAGE ACCESSED FROM THE ALLEY. GARAGE IS SET BACK EXACTLY 5 FEET OR AT LEAST 22 FEET FROM THE ALLEY.
2. ONE TO TWO STORIES IN HEIGHT.
3. MATERIALS INCLUDE BRICK, SIMULATED STONE, CEMENTATIOUS SIDING, AND ARCHITECTURAL SHINGLES.
4. SINGLE FAMILY HOME SQUARE FOOTAGE RANGE: 2200 SF TO 3200 SF
5. THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE VESTED FRANKLIN ZONING ORDINANCE.

TYPICAL 41' LOT DIAGRAM AND SETBACKS



LOT SETBACKS

FRONT:	15'
SIDE:	5'
SIDE STREET:	10'
REAR:	5'



TYPICAL 41' LOT HOME RIGHT ELEVATION

NOT TO SCALE



TYPICAL 41' LOT HOME REAR ELEVATION

NOT TO SCALE



TYPICAL 41' LOT HOME LEFT ELEVATION

NOT TO SCALE

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
4031 Aspen Grove Drive, Franklin, TN 37067Main:
615 770 8100 www.kimley-horn.com
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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

MATTHEW E. HOLLAND
AGRICULTURE
COMMERCE
TENNESSEE NO. 343
LANDSCAPE ARCHITECT
1/14/25

Revision Date
⚠1 JANUARY 13, 2025
⚠
⚠
⚠

ARCHITECTURAL ELEVATIONS

SHEET
A1.4

COF# 8691

⚠ ADDITIONAL HOME TYPE



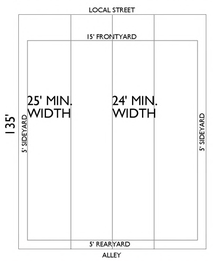
TYPICAL TOWNHOME HOME FRONT ELEVATION
NOT TO SCALE

NOTE: THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE FRANKLIN ZONING ORDINANCE.

TYPICAL TOWNHOME HOME NOTES

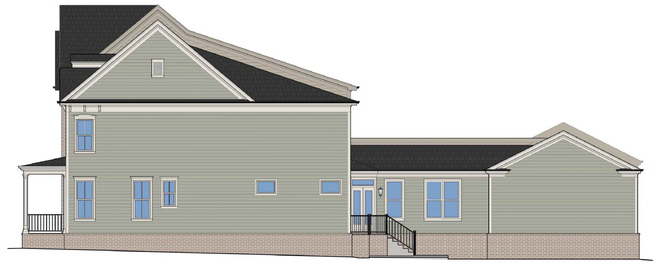
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2. ONE TO TWO STORIES IN HEIGHT.
3. MATERIALS INCLUDE BRICK, SIMULATED STONE, CEMENTATIOUS SIDING, AND ARCHITECTURAL SHINGLES.
4. SINGLE FAMILY HOME SQUARE FOOTAGE RANGE: 2200 SF TO 2600 SF
5. THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE VESTED FRANKLIN ZONING ORDINANCE.

TYPICAL TOWNHOME DIAGRAM AND SETBACKS



LOT SETBACKS

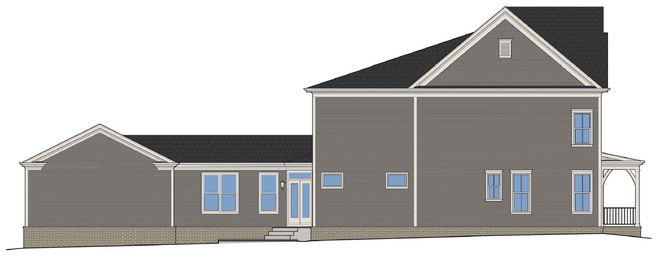
FRONT:	15'
SIDE:	5'
SIDE STREET:	10'
REAR:	5'



TYPICAL TOWNHOME RIGHT ELEVATION
NOT TO SCALE



TYPICAL TOWNHOME REAR ELEVATION
NOT TO SCALE



TYPICAL TOWNHOME HOME LEFT ELEVATION
NOT TO SCALE

GAMBLE DESIGN COLLABORATIVE
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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

Revision Date
⚠1 JANUARY 13, 2025

ARCHITECTURAL ELEVATIONS
SHEET
A1.5
COF# 8691

COF no: 8691

CONDITIONS OF APPROVAL:

Open Issues: 9 These issues are currently being filtered

Engineering - Checklist

General Issues

45. Development Plan

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

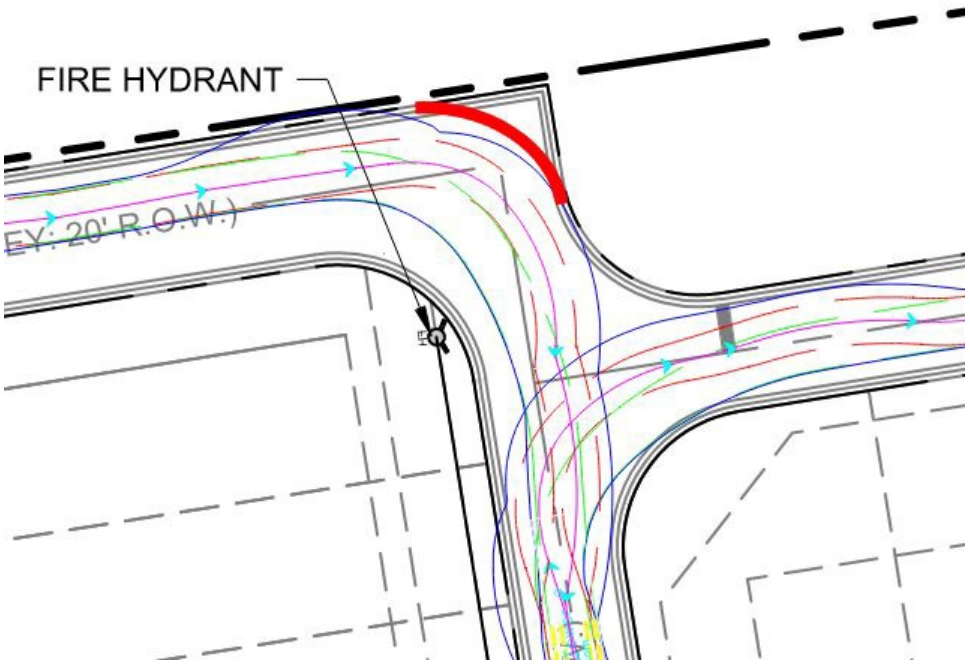
At the site plan stage, all roadway improvements shall be designed in accordance with the appropriate common standards as established by (A) the City of Franklin Transportation and Street Technical Standards, (B) the AASHTO Policy on Geometric Design of Highways and Streets, and (C) the Tennessee Department 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

34. Street Stubs

lance.fittro@franklintn.gov Applicant shall provide horizontal curves for alley centerlines which meet minimum centerline radius per the Franklin Transportation & Street Technical Standards and matching radii for curb lines, including that shown for the turn from Alley H into Alley G now shown on the plans. The 90-degree corner shown, which encourages parking within the alley which may block emergency and service vehicle access, is not acceptable for public alleys.

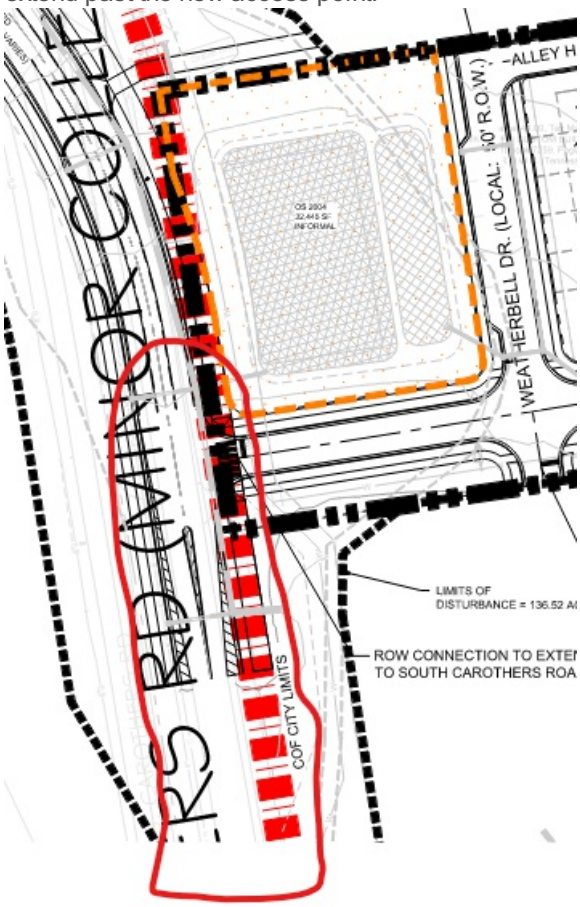


42. TIA Simulation

jimmy.wiseman@franklintn.gov

The restriping of Highway 96 shall occur during the installation of the median by the City of Franklin.

The three lane section, with adequate tapers, on South Carothers Road shall extend past the new access point.



Parks

General Issues

30. Parkland Impact Fee

kevinl@franklintn.gov	New parkland units counts and exhibit sheets were received at Parks on 3-7-25 for an amendment reduction from 261 units to 259 units. [Edited By Kevin Lindsey]

Planning (Landscape)

General Issues

11. Trees on Property line

jason.arnold@franklintn.gov	Comment not to hinder approval. Comment to remain open until written approval is provided or the trees are shown to be preserved.

Stormwater

General Issues

14. Riparian Buffer

jeff.willoughby@franklintn.gov	Sheet EX.2 could not be located.

Zoning

General Issues

59. Address

william.holcomb@franklintn.gov	Addressing will be done at initial submittal of the site plan.

LOCAL COMPATIBILITY:

COLLETTA PARK IS LOCATED IN THE SINGLE FAMILY AND MIXED RESIDENTIAL DESIGN CONCEPTS OF ENVISION FRANKLIN. THE CHARACTER OF THE SURROUNDING AREA IS ALSO SINGLE FAMILY AND MIXED RESIDENTIAL HOMES.

DESIGN CONCEPTS: SINGLE FAMILY, MIXED RESIDENTIAL

APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL

1. THE EXISTING USES ADJACENT TO THE PROPOSED NEIGHBORHOOD OF COLLETTA PARK ARE A COMBINATION OF SINGLE FAMILY RESIDENTIAL NEIGHBORHOODS TO NORTH, EAST AND WEST AND TRANSITION TO MIXED RESIDENTIAL/SINGLE FAMILY TO THE SOUTH. MOST OF THE EXISTING NEIGHBORHOODS AND ABUTTING PROPERTIES ARE LOCATED OUTSIDE OF THE CITY OF FRANKLIN AND WERE DEVELOPED PRIOR TO PUBLIC SEWER BEING AVAILABLE. LOTS OF EQUAL SIZE ARE PROPOSED ADJACENT TO THESE SUBDIVISIONS.

2. THE LAND USE PLAN FOR THIS SPECIAL AREA STATES THAT THERE ARE "MANY AREAS THAT ARE ENVIRONMENTALLY SENSITIVE". THE PROPOSED DEVELOPMENT PLAN PRESERVES SIGNIFICANT QUANTITIES OF OPEN SPACE BOTH AS A BUFFER TO ADJOINING USES AS WELL AS TO PROTECT ENVIRONMENTALLY SENSITIVE AREAS.

3. THE LAND USE PLAN STATES THAT NEW GROWTH SHALL BE ENCOURAGED ONLY IN AREAS WHERE ADEQUATE PUBLIC WATER, SEWER AND STREETS ARE PLANNED. THE APPLICANT HAS PROPOSED EXTENDING THE PUBLIC SEWER TO THE SOUTH WHERE A MAIN INTERCEPTOR IS LOCATED IN THE CAROTHERS ROAD CORRIDOR, AND TO THE NORTH WERE A MAIN INTERCEPTOR IS LOCATED ADJACENT TO OCTOBER PARK SUBDIVISION.

4. THE LAND USE PLAN STIPULATES THAT SMALLER LOTS SHOULD NOT BE LOCATED ON THE EXTERIOR OF A PROPOSED DEVELOPMENT ADJACENT TO OR ACROSS THE STREET FROM LARGER LOTS OF AN EXISTING DEVELOPMENT. THE PROPOSED PLAN PROVIDES SINGLE FAMILY HOME LOTS OF COMPARABLE SIZE TO ADJOINING RESIDENTIAL USES AND/OR ARE SEPARATED FROM THEM BY OPEN SPACE BUFFERS OR PUBLIC ROW. THE PROPOSED DEVELOPMENT TRANSITIONS SOUTH TO SMALLER LOTS AND TOWNHOMES IN PROXIMITY TO THE CAROTHERS ROAD CORRIDOR.

5. THE PROPOSED DEVELOPMENT INCORPORATES A NUMBER OF OPEN SPACES THAT ARE PROPOSED TO BE DEVELOPED INTO ACTIVE USE SPACES AND WILL QUALIFY AS FORMAL OPEN SPACES.

6. PRESERVED AREAS AT THE PERIMETER OF THE SITE WILL BE DEVELOPED WITH WALKING TRAILS OF VARYING DEGREES OF DIFFICULTY FOR USE BY THE RESIDENTS.

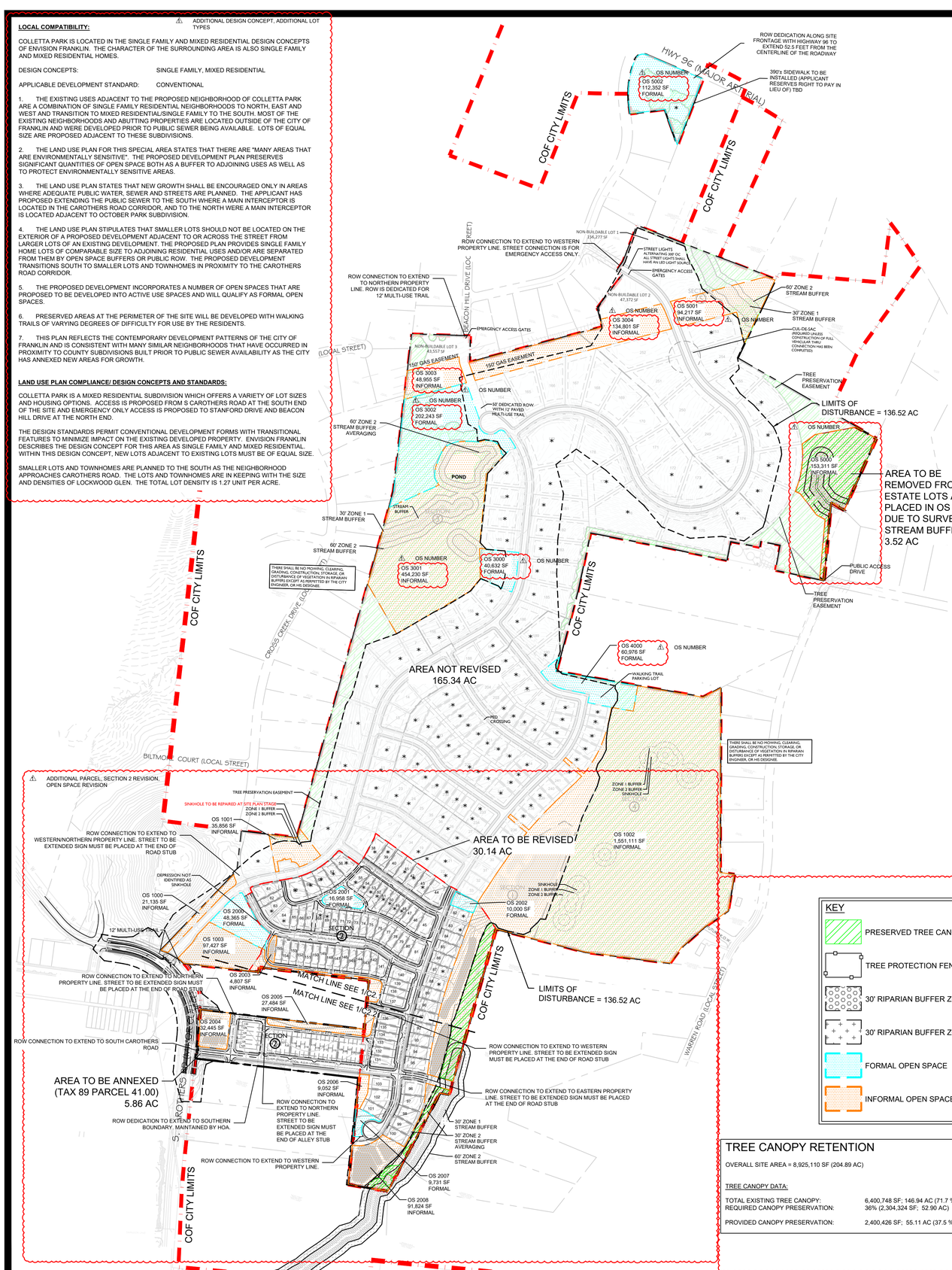
7. THIS PLAN REFLECTS THE CONTEMPORARY DEVELOPMENT PATTERNS OF THE CITY OF FRANKLIN AND IS CONSISTENT WITH MANY SIMILAR NEIGHBORHOODS THAT HAVE OCCURRED IN PROXIMITY TO COUNTY SUBDIVISIONS BUILT PRIOR TO PUBLIC SEWER AVAILABILITY AS THE CITY HAS ANNEXED NEW AREAS FOR GROWTH.

LAND USE PLAN COMPLIANCE/ DESIGN CONCEPTS AND STANDARDS:

COLLETTA PARK IS A MIXED RESIDENTIAL SUBDIVISION WHICH OFFERS A VARIETY OF LOT SIZES AND HOUSING OPTIONS. ACCESS IS PROPOSED FROM S CAROTHERS ROAD AT THE SOUTH END OF THE SITE AND EMERGENCY ONLY ACCESS IS PROPOSED TO STANFORD DRIVE AND BEACON HILL DRIVE AT THE NORTH END.

THE DESIGN STANDARDS PERMIT CONVENTIONAL DEVELOPMENT FORMS WITH TRANSITIONAL FEATURES TO MINIMIZE IMPACT ON THE EXISTING DEVELOPED PROPERTY. ENVISION FRANKLIN DESCRIBES THE DESIGN CONCEPT FOR THIS AREA AS SINGLE FAMILY AND MIXED RESIDENTIAL. WITHIN THIS DESIGN CONCEPT, NEW LOTS ADJACENT TO EXISTING LOTS MUST BE OF EQUAL SIZE.

SMALLER LOTS AND TOWNHOMES ARE PLANNED TO THE SOUTH AS THE NEIGHBORHOOD APPROACHES CAROTHERS ROAD. THE LOTS AND TOWNHOMES ARE IN KEEPING WITH THE SIZE AND DENSITIES OF LOCKWOOD GLEN. THE TOTAL LOT DENSITY IS 1.27 UNIT PER ACRE.



TREE CANOPY RETENTION

OVERALL SITE AREA = 8,925,110 SF (204.89 AC)

TREE CANOPY DATA:

TOTAL EXISTING TREE CANOPY:	6,400,748 SF; 146.94 AC (71.7 % OF SITE)
REQUIRED CANOPY PRESERVATION:	36% (2,304,324 SF; 52.90 AC)
PROVIDED CANOPY PRESERVATION:	2,400,426 SF; 55.11 AC (37.5 % OF EXISTING)

REQUESTED MODIFICATIONS OF STANDARDS COLLETTA PARK PUD SUBDIVISION

MOS 1

#1. Modification of Standards Request for Zoning Ordinance Section 3.5.10(2)(d)(iii) SWCO-3 Standards

The applicant requests a Modification of Standards as it relates to the following item for the Seward Hall, Special Area 3: "new development shall be restricted to detached residential dwellings on lots with a minimum lot area of one to five acres." While this design criteria is appropriate for a portion of the proposed Colletta Park, it would not allow the development to appropriately transition to the high density development of the Carothers Parkway corridor. Approval of this MOS would allow the develop pattern in the proposed Colletta Park to transition between the two divergent, existing development patterns.

MOS 2

#2. Modification of Standards Request for Cul-de-sac length.
The applicant requests a Modification of Standards to permit a cul-de-sac longer than 500 feet and containing more than 20 lots in two locations. The first location is to the north with the roadway that ends at an emergency connection to Stanford Drive, and the second is located at the southern drive where future connection is planned to Carothers Road and to Simmons Ridge. Lots on the southern drive would require fire sprinklers if a second point of access is not made available prior to platting of the lots.

DESIGN MODIFICATION - CONNECTIVITY INDEX

Due to Williamson County's limitations on connectivity to Beacon Hill and Stanford Drive, existing development without access on the western boundary, and topographic constraints along Warren Road, the client requests a design modification for connectivity.

MODIFICATION OF STREET STANDARD

Applicant requests a right of way width of 50 feet. The new street standards require a 52' ROW. The street standards were updated during Colletta Park's design process. The proposed Colletta Park 50' street section has 1' of separation between the sidewalk and ROW line, as opposed to the newly required 52' street section, which has 2' of separation.

SPECIAL CONDITION

Colletta Park's northern connection to Stanford Drive is limited to emergency connection only. Colletta Park has a full access off of Carothers Road, and will participate in improving Carothers Road to a three-lane collector. Due to the limited roadway connections, the development will be restricted to a maximum of 138 platted lots prior to the development plan or preliminary plat approval of a second access to Carothers Road.

STATEMENT OF IMPACTS:

WATER:
WATER SERVICE WILL BE PROVIDED BY MILCROFTON UTILITY DISTRICT.
259 X 350 GPD = 90,650 GPD

SEWER:
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. FOR THE PORTION OF THE SITE IN THE MAYS CREEK BASIN, CONNECTION TO THE SEWER MAIN WILL BE MADE IN SIMMONS RIDGE TO THE SOUTH. FOR THE POTION OF THE SITE IN THE WATKINS CREEK BASIN, CONNECTION WILL BE MADE TO THE NORTH TO THE SEWER MAIN IN OCTOBER PARK ON RIDGEWAY DRIVE.

REPURIFIED (REUSE) WATER FACILITIES:
NOT AVAILABLE

STREET NETWORK:
AS SHOWN ON THE MAJOR THOROUGHFARE PLAN - SEE SHEET C 4.0 OVERALL ROW AND ACCESS PLAN INCLUDES CONNECTIVITY ELEMENTS.

THE SITE IS LOCATED BETWEEN MAJOR ARTERIAL MURFREESBORO ROAD AND MINOR COLLECTOR S CAROTHERS ROAD. DAILY ACCESS TO COLLETTA PARK IS PROVIDED BY A DIRECT CONNECTION TO S CAROTHERS ROAD.

ACCESS FROM THE NORTH WILL BE RESTRICTED TO EMERGENCIES ONLY. EMERGENCY ACCESS ROUTES WILL CONNECT TO LOCAL ROADS STANFORD DRIVE AND BEACON HILL DRIVE. THE STANFORD DRIVE CONNECTION WILL BE A FULL 50' ROW AND ROAD CONNECTION, WITH AN EMERGENCY ACCESS GATE. THE BEACON HILL DRIVE CONNECTION WILL BE A 12' PAVED MULTI-USE TRAIL WITH A 50' ROW DEDICATION.

FUTURE ROAD CONNECTIONS ARE PROVIDED. A FULL TRAFFIC IMPACT STUDY PREPARED BY FISCHBACH TRAFFIC GROUP, LLC AND REVIEWED BY A THIRD PARTY, VOLKERT ENGINEERING. PROVIDES GREATER DETAIL OF THE OVERALL IMPACT OF THE DEVELOPMENT ON THE EXISTING ROAD NETWORK.

DRAINAGE FACILITIES:
THE PROPERTY HAS THREE PRIMARY DRAINAGE BASINS. ONE DRAINS NORTH TO WATKINS CREEK. ONE DRAINS WEST THROUGH CROSS CREEK SUBDIVISION AND ONE DRAINS SOUTH TOWARDS SOUTH CAROTHERS ROAD.

POLICE AND FIRE DEPT:
FRANKLIN FIRE DEPT STATION #2 - 2.1 MILES DRIVING DISTANCE
COLUMBIA AVE. POLICE STATION - 2.7 MILES DRIVING DISTANCE

RECREATIONAL FACILITIES:
LIBERTY PARK - 3.0 MILES DRIVING DISTANCE

PROJECTED STUDENT POPULATION:
259 HOMES X .45 STUDENTS = 117 PROJECTED STUDENTS

REFUSE COLLECTION:
PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE.

RESTRICTIVE COVENANTS:
A HOME OWNER'S ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY OF RESIDENTS. THE HOA WILL REGULATE ARCHITECTURAL STANDARDS AND THE MAINTENANCE OF THE COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE AND RECREATIONAL AREAS.

NOTE: AS ACCESS POINTS AND IMPACTS TO THE STREET NETWORK ARE DETERMINED, THE STATEMENT OF IMPACTS MAY NEED TO BE REVISED

OPEN SPACE REQUIREMENT CHART:

MINIMUM OPEN SPACE REQUIREMENT: 15%
SITE AREA: 204.89 AC
OPEN SPACE ACREAGE REQUIRED: 30.73 AC
FORMAL OPEN SPACE REQUIRED: 34% (10.45 AC)
INFORMAL OPEN SPACE REQUIRED: 66% (20.28 AC)

OPEN SPACE PROVIDED:

KEY	CLASSIFICATION	TYPE	AREA OF OPEN SPACE
1000	INFORMAL	GREEN BELT	21,135 SF (0.48 AC)
1001	INFORMAL	GREEN BELT	35,856 SF (0.82 AC)
1002	INFORMAL	GREEN BELT	1,551,111 SF (35.61 AC)
1003	INFORMAL	GREEN BELT	97,427 SF (2.24 AC)
2000	FORMAL	AMENITY	48,365 SF (1.11 AC)
2001	FORMAL	PARK	16,958 SF (0.39 AC)
2002	FORMAL	PARK	10,000 SF (0.23 AC)
2003	INFORMAL	GREEN BELT	4,807 SF (0.11 AC)
2004	INFORMAL	GREEN BELT	32,445 SF (0.75 AC)
2005	INFORMAL	GREEN BELT	27,484 SF (0.63 AC)
2006	INFORMAL	GREEN BELT	9,052 SF (0.21 AC)
2007	FORMAL	PARK	9,731 SF (0.22 AC)
2008	INFORMAL	GREEN BELT	91,824 SF (2.11 AC)
3000	FORMAL	PARK	40,632 SF (0.93 AC)
3001	INFORMAL	GREEN BELT	454,230 SF (10.43 AC)
3002	FORMAL	PARK	202,243 SF (4.64 AC)
3003	INFORMAL	GREEN BELT	48,955 SF (1.12 AC)
3004	INFORMAL	GREEN BELT	134,801 SF (3.09 AC)
4000	FORMAL	PARK	60,976 SF (1.40 AC)
5000	INFORMAL	GREEN BELT	153,311 SF (3.52 AC)
5001	INFORMAL	GREEN BELT	94,217 SF (2.16 AC)
5002	FORMAL	PARK	112,352 SF (2.58 AC)

NON-BUILDABLE LOTS:

KEY	AREA
1	156,277 SF (3.59 AC)
2	47,372 SF (1.09 AC)
3	43,557 SF (1.00 AC)

TOTAL NON-BUILDABLE LOT AREA: 5.68 AC

TOTAL FORMAL OPEN SPACE PROVIDED: 11.50 AC

TOTAL INFORMAL OPEN SPACE PROVIDED: 63.28 AC

TOTAL OPEN SPACE PROVIDED: 74.78 AC (36.70%)

SITE DATA CHART, OPEN SPACE CHART, TREE CANOPY CHART, ADDITIONAL PARCEL

SITE DATA

SUBDIVISION/DEVELOPMENT:	**COLLETTA PARK SUBDIVISION, PUD DEVELOPMENT PLAN - REVISION 1**
COF PROJECT NUMBER:	8691
TAX MAP & PARCELS:	079 MB 02800, 079 MB 02900, 089-04100, 089-05500
ADDRESS	1101 RIDGEWAY DRIVE MURFREESBORO ROAD 4356 SOUTH CAROTHERS ROAD
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TN
POSTAL CODE:	37064
SITE ACREAGE/SF:	204.89 AC / 8,925,110 SF
REGULATIONS	
EXISTING ZONING:	PUD (CITY), MGA-1(COUNTY)
PROPOSED ZONING:	PUD (1.26 DUA)
OVERLAY ZONING:	N/A
BUILDING TYPES APPLIED:	HOUSE, TOWNHOUSE
SETBACKS:	
120' SINGLE-FAMILY FRONT-LOADED	
FRONT YARD-	35'
SIDE YARD-	15'
SIDE STREET-	25'
REAR YARD-	35'
85' SINGLE-FAMILY FRONT-LOADED	
FRONT YARD-	20'
SIDE YARD-	10'
SIDE STREET-	15'
REAR YARD-	20'
65' SINGLE-FAMILY FRONT-LOADED	
FRONT YARD-	20'
SIDE YARD-	5'
SIDE STREET-	15'
REAR YARD-	20'
46' SINGLE-FAMILY ALLEY-LOADED	
FRONT YARD-	15'
SIDE YARD-	5'
SIDE STREET-	10'
REAR YARD-	5'
41' SINGLE-FAMILY ALLEY-LOADED	
FRONT YARD-	15'
SIDE YARD-	5'
SIDE STREET-	10'
REAR YARD-	5'
TOWNHOMES ALLEY-LOADED	
FRONT YARD-	15'
SIDE YARD-	5'
SIDE STREET-	10'
REAR YARD-	5'
DWELLING UNIT COUNT, BY TYPE:	120' SINGLE-FAMILY: 53 85' SINGLE-FAMILY: 17 65' SINGLE-FAMILY: 105 46' SINGLE FAMILY: 8 41' SINGLE FAMILY: 49 TOWNHOMES: 27
TOTAL:	259
BUILDING HEIGHT:	2 STORIES
LANDSCAPE SURFACE RATIO:	0.40
MINIMUM LANDSCAPE SURFACE RATIO:	0.30
OPEN SPACE SF REQUIRED:	1,338,599 SF; 30.73 AC (15% OF SITE)
FORMAL OPEN SPACE SF REQUIRED:	455,202 SF; 10.45 AC (34% OF REQUIRED OPEN SPACE)
FORMAL OPEN SPACE SF PROPOSED:	501,257 SF; 11.50 AC (36% OF REQUIRED OPEN SPACE)
INFORMAL OPEN SPACE REQUIRED:	883,397 SF; 20.28 AC (66% OF REQUIRED OPEN SPACE)
INFORMAL OPEN SPACE AREA PROVIDED:	2,756,655 SF; 63.28 (206% OF REQUIRED OPEN SPACE)
TREE PRESERVATION REQUIRED:	52.90 AC (36% OF EXISTING)
TREE PRESERVATION PROPOSED:	55.11 AC (37.5% OF EXISTING)
PARKING REQUIRED:	
SINGLE-FAMILY RESIDENTIAL:	464 (2 PER UNIT)
TOWNHOMES:	81 (3 PER 3 BEDROOM)
TOTAL:	545
PARKING PROVIDED:	635
HISTORICAL RESOURCE TREATMENT:	NA
OVERALL DENSITY:	1.26 UNITS/AC
NET DENSITY (MINUS ROW):	1.42 UNITS/AC
NET DENSITY (MINUS ROW AND STREAM BUFFERS):	1.48 UNITS/AC
NONRESIDENTIAL SQUARE FOOTAGE:	NA
TOTAL ACREAGE BY USE, ENTIRE SITE:	101.49 AC RESIDENTIAL 74.78 AC OPEN SPACE 5.68 AC NON-BUILDABLE LOTS 22.94 AC RIGHT-OF-WAY
TOTAL ACREAGE BY USE, PER SECTION:	SECTION 1 16.53 AC RESIDENTIAL (36 UNITS) 8.35 AC OPEN SPACE SECTION 2 19.62 AC RESIDENTIAL (119 UNITS) 8.82 AC OPEN SPACE SECTION 3 32.05 AC RESIDENTIAL (33 UNITS) 18.71 AC OPEN SPACE SECTION 4 16.70 AC RESIDENTIAL (59 UNITS) 29.16 AC OPEN SPACE SECTION 5 16.59 AC RESIDENTIAL (12 UNITS) 9.74 AC OPEN SPACE



GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION DEVELOPMENT PLAN - REVISION 1

Franklin, Williamson County, Tennessee

Revision Date

1 JANUARY 13, 2025

OVERALL DEVELOPMENT PLAN

SHEET C2.0

COF# 8691

COLLETTA PARK PUD SUBDIVISION - REVISION 1

DEVELOPMENT PLAN

PD(1.26 DUA)

Franklin, Williamson, Tennessee

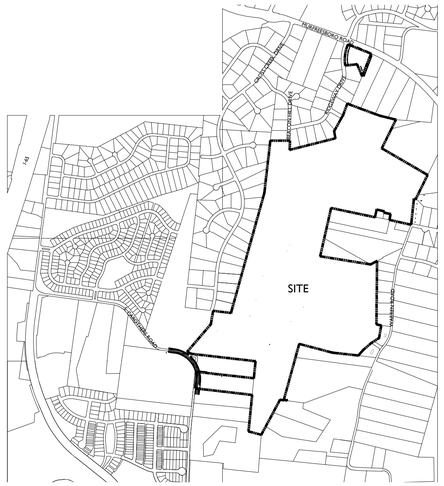
APPLICANT & LANDSCAPE ARCHITECT:
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615-975-5765
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ENGINEER:
KIMLEY-HORN
RYAN McMASTER
10 LEA AVENUE, SUITE 400
NASHVILLE, TN 37210
615-330-1749
ryan.mcmaster@kimley-horn.com

DEVELOPER/OWNER:
FORD COLLETTA LLC.
MIKE FORD
554 FRANKLIN RD SUITE 300
FRANKLIN, TN 37069
615-503-9727
chad.gore@mikefordbuilders.com

SHEET INDEX

C0.0	COVER SHEET
C1.0	OVERALL EXISTING CONDITIONS
C1.1	ENLARGED EXISTING CONDITIONS
C1.2	ENLARGED EXISTING CONDITIONS
C2A	APPROVED DEVELOPMENT PLAN
C2B	APPROVED DEVELOPMENT PLAN
C2.0	OVERALL DEVELOPMENT PLAN
C2.1	DEVELOPMENT PLAN ENLARGEMENT
C2.2	DEVELOPMENT PLAN ENLARGEMENT
C3.0	GRADING AND DRAINAGE
C3.1	GRADING AND DRAINAGE
C4.0	ROW AND ACCESS PLAN
C4.1	ROW AND ACCESS PLAN
C4.2	ROW AND ACCESS PLAN
C4.3	ROW AND ACCESS PLAN
C4.4	SIGHT DISTANCE PLAN
C4.5	ROW AND ACCESS VEHICLE DETAILS
C5.0	UTILITY PLAN
C5.1	UTILITY PLAN
C6.0	PHASING PLAN
L1.0	OVERALL TREE PRESERVATION PLAN
L1.1	TREE PRESERVATION PLAN ENLARGEMENT
L1.2	TREE PRESERVATION PLAN ENLARGEMENT
L1.3	SPECIMEN TREE LIST
A1.0	ARCHITECTURAL ELEVATIONS
A1.1	ARCHITECTURAL ELEVATIONS
A1.2	ARCHITECTURAL ELEVATIONS
A1.3	ARCHITECTURAL ELEVATIONS
A1.4	ARCHITECTURAL ELEVATIONS
A1.5	ARCHITECTURAL ELEVATIONS



NOT TO SCALE

REQUESTED MODIFICATIONS OF STANDARDS
COLLETTA PARK PUD SUBDIVISION

MOS 1
#1. Modification of Standards Request for Zoning Ordinance Section 3.5.10(2)(d)(iii) SWCO-3 Standards

The applicant requests a Modification of Standards as it relates to the following item for the Seward Hall, Special Area 3: "new development shall be restricted to detached residential dwellings on lots with a minimum lot area of one to five acres." While this design criteria is appropriate for a portion of the proposed Colletta Park, it would not allow the development to appropriately transition to the high density development of the Carothers Parkway corridor. Approval of this MOS would allow the develop pattern in the proposed Colletta Park to transition between the two divergent, existing development patterns.

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STATEMENT OF IMPACTS:
WATER:
WATER SERVICE WILL BE PROVIDED BY MILCROFTON UTILITY DISTRICT.
259 X 350 GPD = 90,650 GPD

SEWER:
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. FOR THE PORTION OF THE SITE IN THE MAYS CREEK BASIN, CONNECTION TO THE SEWER MAIN WILL BE MADE IN SIMMONS RIDGE TO THE SOUTH. FOR THE POTION OF THE SITE IN THE WATKINS CREEK BASIN, CONNECTION WILL BE MADE TO THE NORTH TO THE SEWER MAIN IN OCTOBER PARK ON RIDGEWAY DRIVE.

REPURIFIED (REUSE) WATER FACILITIES:
NOT AVAILABLE

STREET NETWORK:
AS SHOWN ON THE MAJOR THOROUGHFARE PLAN - SEE SHEET C 4.0 OVERALL ROW AND ACCESS PLAN INCLUDING CONNECTIVITY ELEMENTS.

THE SITE IS LOCATED BETWEEN MAJOR ARTERIAL MURFREESBORO ROAD AND MINOR COLLECTOR S CAROTHERS ROAD. DAILY ACCESS TO COLLETTA PARK IS PROVIDED BY A DIRECT CONNECTION TO S CAROTHERS ROAD.

ACCESS FROM THE NORTH WILL BE RESTRICTED TO EMERGENCIES ONLY. EMERGENCY ACCESS ROUTES WILL CONNECT TO LOCAL ROADS STANFORD DRIVE AND BEACON HILL DRIVE. THE STANFORD DRIVE CONNECTION WILL BE A FULL 50' ROW AND ROAD CONNECTION, WITH AN EMERGENCY ACCESS GATE. THE BEACON HILL DRIVE CONNECTION WILL BE A 12' PAVED MULTI-USE TRAIL WITH A 50' ROW DEDICATION.

FUTURE ROAD CONNECTIONS ARE PROVIDED. A FULL TRAFFIC IMPACT STUDY PREPARED BY FISCHBACH TRAFFIC GROUP, LLC AND REVIEWED BY A THIRD PARTY, VOLKERT ENGINEERING, PROVIDES GREATER DETAIL OF THE OVERALL IMPACT OF THE DEVELOPMENT ON THE EXISTING ROAD NETWORK.

DRAINAGE FACILITIES:
THE PROPERTY HAS THREE PRIMARY DRAINAGE BASINS. ONE DRAINS NORTH TO WATKINS CREEK. ONE DRAINS WEST THROUGH CROSS CREEK SUBDIVISION AND ONE DRAINS SOUTH TOWARDS SOUTH CAROTHERS ROAD.

POLICE AND FIRE DEPT:
FRANKLIN FIRE DEPT STATION #2 - 2.1 MILES DRIVING DISTANCE
COLUMBIA AVE. POLICE STATION - 2.7 MILES DRIVING DISTANCE

RECREATIONAL FACILITIES:
LIBERTY PARK - 3.0 MILES DRIVING DISTANCE

PROJECTED STUDENT POPULATION:
259 HOMES X .45 STUDENTS = 117 PROJECTED STUDENTS

REFUSE COLLECTION:
PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE.

RESTRICTIVE COVENANTS:
A HOME OWNER'S ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY OF RESIDENTS. THE HOA WILL REGULATE ARCHITECTURAL STANDARDS AND THE MAINTENANCE OF THE COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE AND RECREATIONAL AREAS.

NOTE: AS ACCESS POINTS AND IMPACTS TO THE STREET NETWORK ARE DETERMINED, THE STATEMENT OF IMPACTS MAY NEED TO BE REVISED

PENDING APPROVAL BY BOMA, THIS DOCUMENT WAS REVIEWED UNDER AND IS NOW VESTED IN THE FOLLOWING DEVELOPMENT STANDARDS:

ZONING ORDINANCE: JANUARY 1, 2017

SUBDIVISION REGULATIONS: FEBRUARY 28, 2013

HISTORIC DISTRICT DESIGN GUIDELINES: N/A

TRANSPORTATION AND STREET TECHNICAL STANDARDS: APRIL 25, 2017

STORMWATER BMP MANUAL: JANUARY 1, 2016

TECHNICAL SPECIFICATIONS FOR UTILITY INSTALLATION: DECEMBER 10, 2013

MUNICIPAL CODE: AUGUST 13, 2019

⚠ ADDITIONAL PARCEL, SECTION 2 REVISION, OPEN SPACE REVISION, SITE DATA CHART

SITE DATA

SUBDIVISION/DEVELOPMENT:	**COLLETTA PARK SUBDIVISION, PUD DEVELOPMENT PLAN - REVISION 1**
COF PROJECT NUMBER:	8691
TAX MAP & PARCELS:	079 MB 02800, 079 MB 02900, 089-04100, 089-05500
ADDRESS	1101 RIDGEWAY DRIVE MURFREESBORO ROAD 4356 SOUTH CAROTHERS ROAD
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TN
POSTAL CODE:	37064
SITE ACREAGE/SF:	204.89 AC / 8,925,110 SF
REGULATIONS	
EXISTING ZONING:	PUD (CITY), MGA-1(COUNTY)
PROPOSED ZONING:	PUD (1.26 DUA)
OVERLAY ZONING:	N/A
BUILDING TYPES APPLIED:	HOUSE, TOWNHOUSE
SETBACKS:	
120' SINGLE-FAMILY FRONT-LOADED	
FRONT YARD-	35'
SIDE YARD-	15'
SIDE STREET-	25'
REAR YARD-	35'
85' SINGLE-FAMILY FRONT-LOADED	
FRONT YARD-	20'
SIDE YARD-	10'
SIDE STREET-	15'
REAR YARD-	20'
65' SINGLE-FAMILY FRONT-LOADED	
FRONT YARD-	20'
SIDE YARD-	5'
SIDE STREET-	15'
REAR YARD-	20'
46' SINGLE-FAMILY ALLEY-LOADED	
FRONT YARD-	15'
SIDE YARD-	5'
SIDE STREET-	10'
REAR YARD-	5'
41' SINGLE-FAMILY ALLEY-LOADED	
FRONT YARD-	15'
SIDE YARD-	5'
SIDE STREET-	10'
REAR YARD-	5'
TOWNHOMES ALLEY-LOADED	
FRONT YARD-	15'
SIDE YARD-	5'
SIDE STREET-	10'
REAR YARD-	5'
DWELLING UNIT COUNT, BY TYPE:	120' SINGLE-FAMILY: 53 85' SINGLE-FAMILY: 17 65' SINGLE-FAMILY: 105 46' SINGLE FAMILY: 8 41' SINGLE FAMILY: 49 TOWNHOMES: 27
TOTAL:	259
BUILDING HEIGHT:	2 STORIES
LANDSCAPE SURFACE RATIO:	0.40
MINIMUM LANDSCAPE SURFACE RATIO:	0.30
OPEN SPACE SF REQUIRED:	1,338,599 SF; 30.73 AC (15% OF SITE)
FORMAL OPEN SPACE SF REQUIRED:	455,202 SF; 10.45 AC (34% OF REQUIRED OPEN SPACE)
FORMAL OPEN SPACE SF PROPOSED:	501,257 SF; 11.50 AC (36% OF REQUIRED OPEN SPACE)
INFORMAL OPEN SPACE REQUIRED:	883,397 SF; 20.28 AC (66% OF REQUIRED OPEN SPACE)
INFORMAL OPEN SPACE AREA PROVIDED:	2,756,655 SF; 63.28 (206% OF REQUIRED OPEN SPACE)
TREE PRESERVATION REQUIRED:	52.90 AC (36% OF EXISTING)
TREE PRESERVATION PROPOSED:	55.11 AC (37.5% OF EXISTING)
PARKING REQUIRED:	
SINGLE-FAMILY RESIDENTIAL:	464 (2 PER UNIT)
TOWNHOMES:	81 (3 PER 3 BEDROOM)
TOTAL:	545
PARKING PROVIDED:	635
HISTORICAL RESOURCE TREATMENT:	NA
OVERALL DENSITY:	1.26 UNITS/AC
NET DENSITY (MINUS ROW):	1.42 UNITS/AC
NET DENSITY (MINUS ROW AND STREAM BUFFERS):	1.48 UNITS/AC
NONRESIDENTIAL SQUARE FOOTAGE:	NA
TOTAL ACREAGE BY USE, ENTIRE SITE:	101.49 AC RESIDENTIAL 74.78 AC OPEN SPACE 5.68 AC NON-BUILDABLE LOTS 22.94 AC RIGHT-OF-WAY
TOTAL ACREAGE BY USE, PER SECTION:	SECTION 1 16.53 AC RESIDENTIAL (36 UNITS) 8.35 AC OPEN SPACE SECTION 2 19.62 AC RESIDENTIAL (119 UNITS) 8.82 AC OPEN SPACE SECTION 3 32.05 AC RESIDENTIAL (33 UNITS) 18.71 AC OPEN SPACE SECTION 4 16.70 AC RESIDENTIAL (59 UNITS) 29.16 AC OPEN SPACE SECTION 5 16.59 AC RESIDENTIAL (12 UNITS) 9.74 AC OPEN SPACE

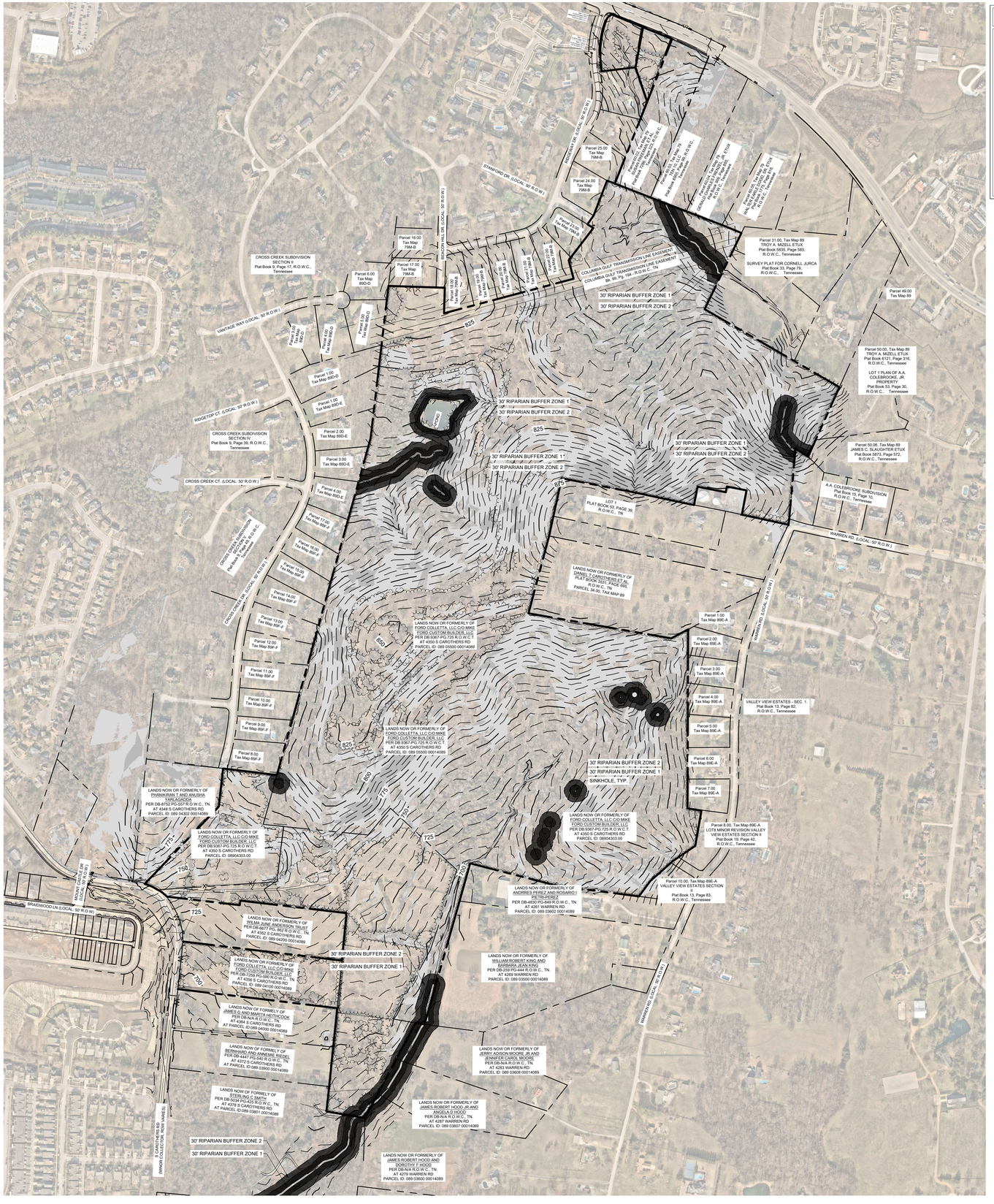
FORD CLASSIC HOMES

Kimley»Horn

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

PRE-APP SUBMITTAL: SEPTEMBER 30, 2024
INITIAL SUBMITTAL: JANUARY 13, 2025
RESUBMITTAL: FEBRUARY 6, 2025
ONE STOP:
COF #:8691



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 AND TOPO SURVEY PREPARED BY JTA LAND SURVEYING, INC., DATED 06/04/2024, AND A TOPO SURVEY PREPARED BY ENERGY LAND & INFRASTRUCTURE DATED 04/20/2024. ADDITIONALLY, OFFSITE INFORMATION FROM S CAROTHERS ROAD CONSTRUCTION IS PROVIDED PER CITY OF FRANKLIN PROJECTS #7151 & #7698. 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.
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4. THE CONSULTANT HAS FOUND NO EVIDENCE OF THE MINERAL RIGHTS OF THIS PROPERTY BEING TRANSFERRED TO ANY PARRY OTHER THAN THE OWNER.
5. THIS PROJECT IS NOT LOCATED IN A FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY NUMBER 47187C0214GF. DATED DECEMBER 22, 2016 ; 47187C0220F, DATED SEPTEMBER 29, 2006.

SITE SLOPE TABLE

	14% - 19.99%
	20% and above

EXISTING STORMWATER NARRATIVE

IN THE EXISTING CONDITION, STORMWATER RUNOFF FOR THIS SITE ENCOUNTERS AN AGRICULTURAL GENTLY SLOPING THROUGHOUT THE PROPERTY. RUNOFF TRAVELS VIA SHEET FLOW AND SHALLOW CHANNEL FLOW TO ONE OUTFALLS. OUTFALL #1 IS AN EXISTING STREAM AT THE SOUTHERN END OF THE PROPERTY

GRAPHIC SCALE IN FEET
0 150 300 600

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
4031 Aspen Grove Drive, Franklin, TN 37067
Main: 615 844 2573 Fax: 615 370 6300
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FORD CLASSIC HOMES

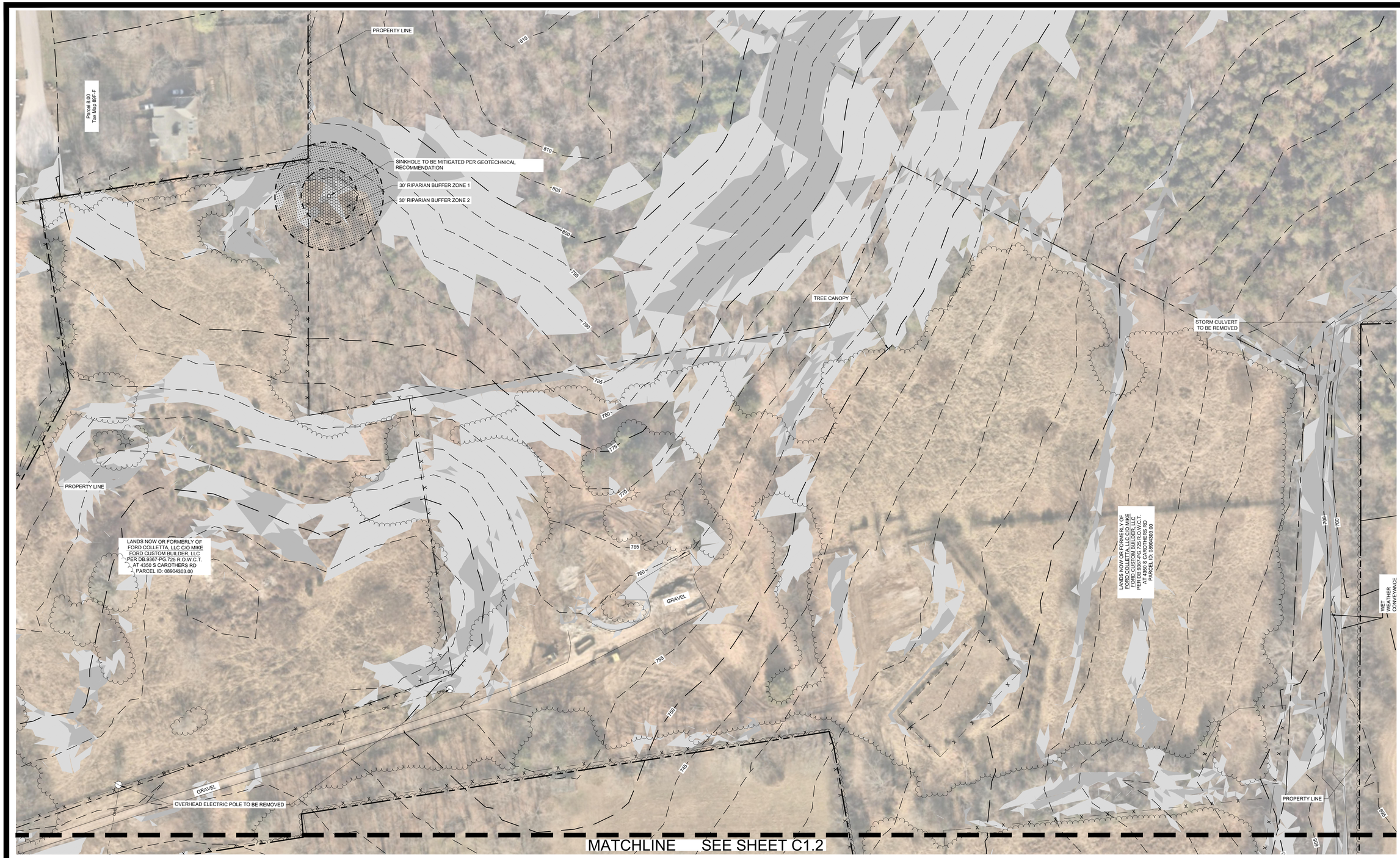
COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

WILLIAM GRAY HARRISON REGISTERED ENGINEER AGRICULTURE COMMERCE No. 137915 STATE OF TENNESSEE 12/19/2025

Revision Date
- △ _____
- △ _____
- △ _____
- △ _____

OVERALL EXISTING CONDITIONS

SHEET
C1.0
COF # 8691



MATCHLINE SEE SHEET C1.2

C1.0

C1.1

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GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
4031 Aspen Grove Drive, Franklin, TN 37067
Main: (615) 564-2701 www.kimley-horn.com
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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURAL & COMMERCE
No. 137119
STATE OF TENNESSEE
02/06/2026

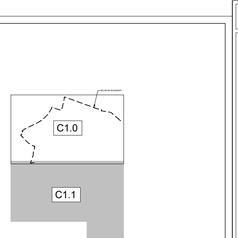
Revision Date
- △ _____
- △ _____
- △ _____
- △ _____

ENLARGED EXISTING CONDITIONS SHEET

C1.1

COF # 8691





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FORD CLASSIC HOMES

COLLETTA PARK PUD
SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURE & COMMERCE
No. 137919
STATE OF TENNESSEE
12/09/2025

Revision Date
△ _____
△ _____
△ _____
△ _____

ENLARGED EXISTING CONDITIONS SHEET
C1.2
COF # 8691



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OPEN SPACE REQUIREMENT CHART:
MINIMUM OPEN SPACE REQUIREMENT: 15%
SITE AREA: 199 AC
OPEN SPACE ACREAGE REQUIRED: 29.85 AC
FORMAL OPEN SPACE REQUIRED: 34% (10.15 AC)
INFORMAL OPEN SPACE REQUIRED: 66% (19.70 AC)

OPEN SPACE PROVIDED:

KEY	CLASSIFICATION	TYPE	AREA OF OPEN SPACE
1001	FORMAL	PARK	117,867 SF (2.71 AC)
1002	INFORMAL	GREEN BELT	101,543 SF (2.33 AC)
1003	INFORMAL	GREEN BELT	78,859 SF (1.81 AC)
2001	INFORMAL	GREEN BELT	103,606 SF (2.38 AC)
2002	FORMAL	PARK	73,968 SF (1.70 AC)
2003	INFORMAL	GREEN BELT	337,171 SF (7.74 AC)
3001	INFORMAL	GREEN BELT	264,097 SF (6.06 AC)
3002	FORMAL	PARK	29,014 SF (0.67 AC)
3003	FORMAL	PARK	55,350 SF (1.27 AC)
3004	INFORMAL	GREEN BELT	1,421,137 SF (32.62 AC)
4001	INFORMAL	GREEN BELT	2,718 SF (0.06 AC)
4002	INFORMAL	GREEN BELT	2,700 SF (0.06 AC)
5001	INFORMAL	GREEN BELT	41,619 SF (0.96 AC)
5002	FORMAL	PARK	19,189 SF (0.44 AC)
6001	INFORMAL	GREEN BELT	7,668 SF (0.18 AC)
6002	FORMAL	AMENITY	153,833 SF (3.53 AC)
6003	INFORMAL	GREEN BELT	10,655 SF (0.24 AC)
6004	INFORMAL	GREEN BELT	17,961 SF (0.41 AC)
7001	INFORMAL	GREEN BELT	73,261 SF (1.68 AC)
7002	INFORMAL	GREEN BELT	48,923 SF (1.12 AC)
7003	INFORMAL	GREEN BELT	123,477 SF (2.83 AC)

NON-BUILDABLE LOTS:

KEY	AREA
1	151,589 SF (3.48 AC)
2	46,074 SF (1.06 AC)
3	35,722 SF (0.82 AC)

TOTAL NON-BUILDABLE LOT AREA: 5.36 AC

TOTAL FORMAL OPEN SPACE PROVIDED: 10.32 AC

TOTAL INFORMAL OPEN SPACE PROVIDED: 60.48 AC

TOTAL OPEN SPACE PROVIDED: 70.80 AC (35.6%)

LOCAL COMPATIBILITY:

COLLETTA PARK IS LOCATED IN THE SINGLE FAMILY CHARACTER AREA OF ENVISION FRANKLIN. THE CHARACTER OF THE SURROUNDING AREA IS ALSO SINGLE FAMILY HOMES.

CHARACTER AREA: SINGLE FAMILY

APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL

1. THE EXISTING USES ADJACENT TO THE PROPOSED NEIGHBORHOOD IN FRANKLIN EAST, CROSS CREEK, AND ON WARREN ROAD ARE SINGLE FAMILY DETACHED HOMES ON LARGE LOTS. THE EXISTING NEIGHBORHOODS ARE LOCATED OUTSIDE OF THE CITY OF FRANKLIN AND WERE DEVELOPED PRIOR TO PUBLIC SEWER BEING AVAILABLE. LOTS OF EQUAL SIZE ARE PROPOSED ADJACENT TO THESE SUBDIVISIONS.

2. THE LAND USE PLAN FOR THIS SPECIAL AREA STATES THAT THERE ARE "MANY AREAS THAT ARE ENVIRONMENTALLY SENSITIVE". THE PROPOSED DEVELOPMENT PLAN PRESERVES SIGNIFICANT QUANTITIES OF OPEN SPACE BOTH AS A BUFFER TO ADJOINING USES AS WELL AS TO PROTECT ENVIRONMENTALLY SENSITIVE AREAS.

3. THE LAND USE PLAN STATES THAT NEW GROWTH SHALL BE ENCOURAGED ONLY IN AREAS WHERE ADEQUATE PUBLIC WATER, SEWER AND STREETS ARE PLANNED. THE APPLICANT HAS PROPOSED EXTENDING THE PUBLIC SEWER TO THE SOUTH WHERE A MAIN INTERCEPTOR IS LOCATED IN THE CAROTHERS ROAD CORRIDOR, AND TO THE NORTH WERE A MAIN INTERCEPTOR IS LOCATED ADJACENT TO OCTOBER PARK SUBDIVISION.

4. THE LAND USE PLAN STIPULATES THAT SMALLER LOTS SHOULD NOT BE LOCATED ON THE EXTERIOR OF A PROPOSED DEVELOPMENT ADJACENT TO OR ACROSS THE STREET FROM LARGER LOTS OF AN EXISTING DEVELOPMENT. THE PROPOSED PLAN PROVIDES SINGLE FAMILY HOME LOTS ON LOTS COMPARABLE IN SIZE TO ADJOINING USES AND ARE SEPARATED FROM THEM BY OPEN SPACE BUFFERS. THE PROPOSED DEVELOPMENT TRANSITIONS SOUTH TO SMALLER LOTS IN PROXIMITY TO THE CAROTHERS ROAD COORDIOR.

5. THE PROPOSED DEVELOPMENT INCORPORATES A NUMBER OF OPEN SPACES THAT ARE PROPOSED TO BE DEVELOPED INTO ACTIVE USE SPACES AND WILL QUALIFY AS FORMAL OPEN SPACES.

6. PRESERVED AREAS AT THE PERIMETER OF THE SITE WILL BE DEVELOPED WITH WALKING TRAILS OF VARYING DEGREES OF DIFFICULTY FOR USE BY THE RESIDENTS.

7. THIS PLAN REFLECTS THE CONTEMPORARY DEVELOPMENT PATTERNS OF THE CITY OF FRANKLIN AND IS CONSISTENT WITH MANY SIMILAR NEIGHBORHOODS THAT HAVE OCCURRED IN PROXIMITY TO COUNTY SUBDIVISIONS BUILT PRIOR TO PUBLIC SEWER AVAILABILITY AS THE CITY HAS ANNEXED NEW AREAS FOR GROWTH.

LANDUSE PLAN COMPLANCE/ DESIGN CONCEPTS AND STANDARDS:

COLLETTA PARK IS A SINGLE FAMILY DETACHED RESIDENTIAL SUBDIVISION WHICH OFFERS A VARIETY OF LOT SIZES AND HOUSING OPTIONS. ACCESS IS PROPOSED FROM S CAROTHERS ROAD AT THE SOUTH END OF THE SITE AND EMERGENCY ACCESS IS PROPOSED TO STANFORD DRIVE AND BEACON HILL DRIVE AT THE NORTH END.

THE DESIGN STANDARDS PERMIT CONVENTIONAL DEVELOPMENT FORMS WITH TRANSITIONAL FEATURES TO MINIMIZE IMPACT ON THE EXISTING DEVELOPED PROPERTY. ENVISION FRANKLIN DESCRIBES THIS CHARACTER AREA AS SINGLE FAMILY, WITHIN THIS CHARACTER AREA, NEW LOTS ADJACENT TO EXISTING LOTS MUST BE OF EQUAL SIZE.

SMALLER LOTS ARE PLANNED TO THE SOUTH AS THE NEIGHBORHOOD APPROACHES CAROTHERS ROAD. THE LOTS ARE IN KEEPING WITH THE SIZE AND DENSITIES OF LOCKWOOD GLEN. THE TOTAL LOT DENSITY IS ONE UNIT PER ACRE.

SITE DATA:

PROJECT NAME:	COLLETTA PARK PUD SUBDIVISON
PROJECT NUMBER:	6559
SUBDIVISION:	NA
LOT NUMBER:	
ADDRESS:	1101 RIDGEWAY DRIVE, MURFREESBORO ROAD
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	14TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	079 MB 02800 079 MB 02900 089 05500 089 04303 089 04304
EXISTING ZONING:	R-1
CHARACTER AREA OVERLAY:	MECO-6, SWCO-3
OTHER APPLICABLE OVERLAYS	NONE
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
TOTAL ACREAGE:	199 AC
TOTAL SQUARE FOOTAGE:	8,670,225 SF
MINIMUM REQUIRED SETBACKS:	SEE LOT DIAGRAMS - SHEET C2.2
FRONT YARD:	MINIMUM SETBACKS
REAR YARD:	ARE ESTABLISHED
SIDE YARD:	AS PART OF THE P.U.D.
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS	144 SOUTHEAST PARKWAY SUITE 200 FRANKLIN, TN 37064
OFFICE PHONE	615.975.5755
EMAIL ADDRESS	greggamble209@gmail.com
CONTACT	GREG GAMBLE
BUILDING SQUARE FOOTAGE:	N/A
BUILDING HEIGHT:	2 STORY
LANDSCAPE SURFACE RATIO:	0.40
MINIMUM LANDSCAPE SURFACE RATIO:	0.30
MINIMUM PARKING REQUIREMENT:	2 SPACES PER SINGLE FAMILY HOME
MAXIMUM PARKING LIMIT:	N/A
EXISTING PARKING:	N/A
RESIDENTIAL DENSITY:	1.00 DUA
TREE CANOPY:	138.1 AC, 69.4 % OF EXISTING SITE
PARKLAND DEDICATION:	FEE IN LIEU ($541,487.60) 35 @ 1200 SF/HOME = 42,000 SF 164 @ 600 SF/HOME = 98,400 SF
OPEN SPACE:	29.85 AC (15%) TOTAL REQUIRED 10.15 AC FORMAL REQ. 19.70 AC INFORMAL REQ.
OVERALL DENSITY:	1.00 UNITS/AC
NET DENSITY (WHOLE ROW):	1.10 UNITS/AC
NET DENSITY (MINUS ROW AND STREAM BUFFERS):	1.17 UNITS/AC
NUMBER OF RESIDENTIAL UNITS BY USE TYPE:	199 SINGLE FAMILY HOMES 60' LOTS: 90 80' LOTS: 53 ESTATE: 56
NONRESIDENTIAL SQUARE FOOTAGE:	75.56 AC
TOTAL ACREAGE BY USE, ENTIRE SITE:	123.21 AC RESIDENTIAL 70.80 AC OPEN SPACE 4.99 AC NON-BUILDABLE LOTS
TOTAL ACREAGE BY USE, PER SECTION:	SECTION 1 35.24 AC RESIDENTIAL (24 UNITS) 6.85 AC OPEN SPACE SECTION 2 12.4 AC RESIDENTIAL (13 UNITS) 11.82 AC OPEN SPACE SECTION 3 8.69 AC RESIDENTIAL (21 UNITS) 40.62 AC OPEN SPACE SECTION 4 20.34 AC RESIDENTIAL (51 UNITS) 0.12 AC OPEN SPACE SECTION 5 11.72 AC RESIDENTIAL (38 UNITS) 1.40 AC OPEN SPACE SECTION 6 11.04 AC RESIDENTIAL (29 UNITS) 4.36 AC OPEN SPACE SECTION 7 5.06 AC RESIDENTIAL (23 UNITS) 5.64 AC OPEN SPACE

TREE CANOPY RETENTION:

TREE AREA	EXISTING	REMOVED	RETAINED
TREE A	20,501 SF	0 SF	20,501 SF
TREE B	184,595 SF	126,918 SF	57,677 SF
TREE C	5,661,025 SF	3,605,008 SF	2,056,017 SF
TREE D	152,235 SF	108,317 SF	43,918 SF
TOTAL	6,018,356 SF	3,840,243 SF	2,178,113 SF

TREE CANOPY DATA

EXISTING TREE CANOPY: 6,018,356 SF
6,018,356 SF / 8,670,225 SF = .694 (69.4%) OF TOTAL SITE

REQUIRED CANOPY PRESERVATION = 36% OF TOTAL CANOPY
6,018,356 SF * 36% = 2,166,608 SF

PROVIDED CANOPY PRESERVED = 2,178,113 SF (36.2%) OF TOTAL EXISTING CANOPY

TREE PRESERVATION AREA

STREAM BUFFER

60' STREAM BUFFER

STATEMENT OF IMPACTS:

WATER:
WATER SERVICE WILL BE PROVIDED BY MILCROFTON UTILITY DISTRICT.
199 X 350 GPD = 69,650 GPD

SEWER:
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. FOR THE PORTION OF THE SITE IN THE MAYS CREEK BASIN, CONNECTION TO THE SEWER MAIN WILL BE MADE IN SIMMONS RIDGE TO THE SOUTH. FOR THE POTION OF THE SITE IN THE WATKINS CREEK BASIN, CONNECTION WILL BE MADE TO THE NORTH TO THE SEWER MAIN IN OCTOBER PARK ON RIDGEWAY DRIVE.

REPURIFIED (REUSE) WATER FACILITIES:
NOT AVAILABLE

STREET NETWORK:
AS SHOWN ON THE MAJOR THOROUGHFARE PLAN - SEE SHEET C 4.0 OVERALL ROW AND ACCESS PLAN INCLUDING CONNECTIVITY ELEMENTS.

THE SITE IS LOCATED BETWEEN MAJOR ARTERIAL MURFREESBORO ROAD AND MINOR COLLECTOR S CAROTHERS ROAD. DAILY ACCESS TO COLLETTA PARK IS PROVIDED BY A DIRECT CONNECTION TO S CAROTHERS ROAD.

ACCESS FROM THE NORTH WILL BE RESTRICTED TO EMERGENCIES ONLY. EMERGENCY ACCESS ROUTES WILL CONNECT TO LOCAL ROADS STANFORD DRIVE AND BEACON HILL DRIVE. THE STANFORD DRIVE CONNECTION WILL BE A FULL 50' ROW AND ROAD CONNECTION, WITH AN EMERGENCY ACCESS GATE. THE BEACON HILL DRIVE CONNECTION WILL BE A 12' PAVED MULTI-USE TRAIL WITH A 50' ROW DEDICATION.

FUTURE ROAD CONNECTIONS ARE PROVIDED. A FULL TRAFFIC IMPACT STUDY PREPARED BY FISCHBACH TRAFFIC GROUP, LLC AND REVIEWED BY A THRD PARTY, VOLKERT ENGINEERING, PROVIDES GREATER DETAIL OF THE OVERALL IMPACT OF THE DEVELOPMENT ON THE EXISTING ROAD NETWORK.

DRAINAGE FACILITIES:
THE PROPERTY HAS THREE PRIMARY DRAINAGE BASINS. ONE DRAINS NORTH TO WATKINS CREEK. ONE DRAINS WEST THROUGH CROSS CREEK SUBDIVISION AND ONE DRAINS SOUTH TOWARDS SOUTH CAROTHERS ROAD.

POLICE AND FIRE DEPT:
FRANKLIN FIRE DEPT STATION #2 - 2.1 MILES DRIVING DISTANCE
COLUMBIA AVE. POLICE STATION - 2.7 MILES DRIVING DISTANCE

RECREATIONAL FACILITIES:
LIBERTY PARK - 3.0 MILES DRIVING DISTANCE

PROJECTED STUDENT POPULATION:
199 HOMES X .64 STUDENTS = 128 PROJECTED STUDENTS

REFUSE COLLECTION:
PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE.

RESTRICTIVE COVENANTS:
A HOME OWNER'S ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY OF RESIDENTS. THE HOA WILL REGULATE ARCHITECTURAL STANDARDS AND THE MAINTENANCE OF THE COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE AND RECREATIONAL AREAS.

NOTE: AS ACCESS POINTS AND IMPACTS TO THE STREET NETWORK ARE DETERMINED, THE STATEMENT OF IMPACTS MAY NEED TO BE REVISED

GDC
GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE
Date: SEPTEMBER 22, 2017

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED LANDSCAPE ARCHITECT
12/14/17

Revision Date
12.15.2017

DEVELOPMENT PLAN
C2.0
COF 6559

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
4031 Aspen Grove Drive, Franklin, TN 37067Main: 615 770 8100 Fax: 615 770 8101
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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION I
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE
REGISTERED LANDSCAPE ARCHITECT
TENNESSEE NO. 1418

Revision Date

APPROVED DEVELOPMENT PLAN
SHEET
C2A
COF# 8691



GDC
GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

COLLETTA PARK PUD SUBDIVISION DEVELOPMENT PLAN

Franklin, Williamson County, Tennessee

Revision Date
1 12.15.2017

DEVELOPMENT PLAN

C2.1

COF 6559

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
4031 Aspen Grove Drive, Franklin, TN 37067|Main: 615 371 0104|www.kimley-horn.com
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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION I
Franklin, Williamson County, Tennessee

Revision Date

APPROVED DEVELOPMENT PLAN
SHEET
C2B
COF# 8691

LOCAL COMPATIBILITY:

COLLETTA PARK IS LOCATED IN THE SINGLE FAMILY AND MIXED RESIDENTIAL DESIGN CONCEPTS OF ENVISION FRANKLIN. THE CHARACTER OF THE SURROUNDING AREA IS ALSO SINGLE FAMILY AND MIXED RESIDENTIAL HOMES.

DESIGN CONCEPTS: SINGLE FAMILY, MIXED RESIDENTIAL

APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL

1. THE EXISTING USES ADJACENT TO THE PROPOSED NEIGHBORHOOD OF COLLETTA PARK ARE A COMBINATION OF SINGLE FAMILY RESIDENTIAL NEIGHBORHOODS TO NORTH, EAST AND WEST AND TRANSITION TO MIXED RESIDENTIAL/SINGLE FAMILY TO THE SOUTH. MOST OF THE EXISTING NEIGHBORHOODS AND ABUTTING PROPERTIES ARE LOCATED OUTSIDE OF THE CITY OF FRANKLIN AND WERE DEVELOPED PRIOR TO PUBLIC SEWER BEING AVAILABLE. LOTS OF EQUAL SIZE ARE PROPOSED ADJACENT TO THESE SUBDIVISIONS.

2. THE LAND USE PLAN FOR THIS SPECIAL AREA STATES THAT THERE ARE "MANY AREAS THAT ARE ENVIRONMENTALLY SENSITIVE". THE PROPOSED DEVELOPMENT PLAN PRESERVES SIGNIFICANT QUANTITIES OF OPEN SPACE BOTH AS A BUFFER TO ADJOINING USES AS WELL AS TO PROTECT ENVIRONMENTALLY SENSITIVE AREAS.

3. THE LAND USE PLAN STATES THAT NEW GROWTH SHALL BE ENCOURAGED ONLY IN AREAS WHERE ADEQUATE PUBLIC WATER, SEWER AND STREETS ARE PLANNED. THE APPLICANT HAS PROPOSED EXTENDING THE PUBLIC SEWER TO THE SOUTH WHERE A MAIN INTERCEPTOR IS LOCATED IN THE CAROTHERS ROAD CORRIDOR, AND TO THE NORTH WERE A MAIN INTERCEPTOR IS LOCATED ADJACENT TO OCTOBER PARK SUBDIVISION.

4. THE LAND USE PLAN STIPULATES THAT SMALLER LOTS SHOULD NOT BE LOCATED ON THE EXTERIOR OF A PROPOSED DEVELOPMENT ADJACENT TO OR ACROSS THE STREET FROM LARGER LOTS OF AN EXISTING DEVELOPMENT. THE PROPOSED PLAN PROVIDES SINGLE FAMILY HOME LOTS OF COMPARABLE SIZE TO ADJOINING RESIDENTIAL USES AND/OR ARE SEPARATED FROM THEM BY OPEN SPACE BUFFERS OR PUBLIC ROW. THE PROPOSED DEVELOPMENT TRANSITIONS SOUTH TO SMALLER LOTS AND TOWNHOMES IN PROXIMITY TO THE CAROTHERS ROAD CORRIDOR.

5. THE PROPOSED DEVELOPMENT INCORPORATES A NUMBER OF OPEN SPACES THAT ARE PROPOSED TO BE DEVELOPED INTO ACTIVE USE SPACES AND WILL QUALIFY AS FORMAL OPEN SPACES.

6. PRESERVED AREAS AT THE PERIMETER OF THE SITE WILL BE DEVELOPED WITH WALKING TRAILS OF VARYING DEGREES OF DIFFICULTY FOR USE BY THE RESIDENTS.

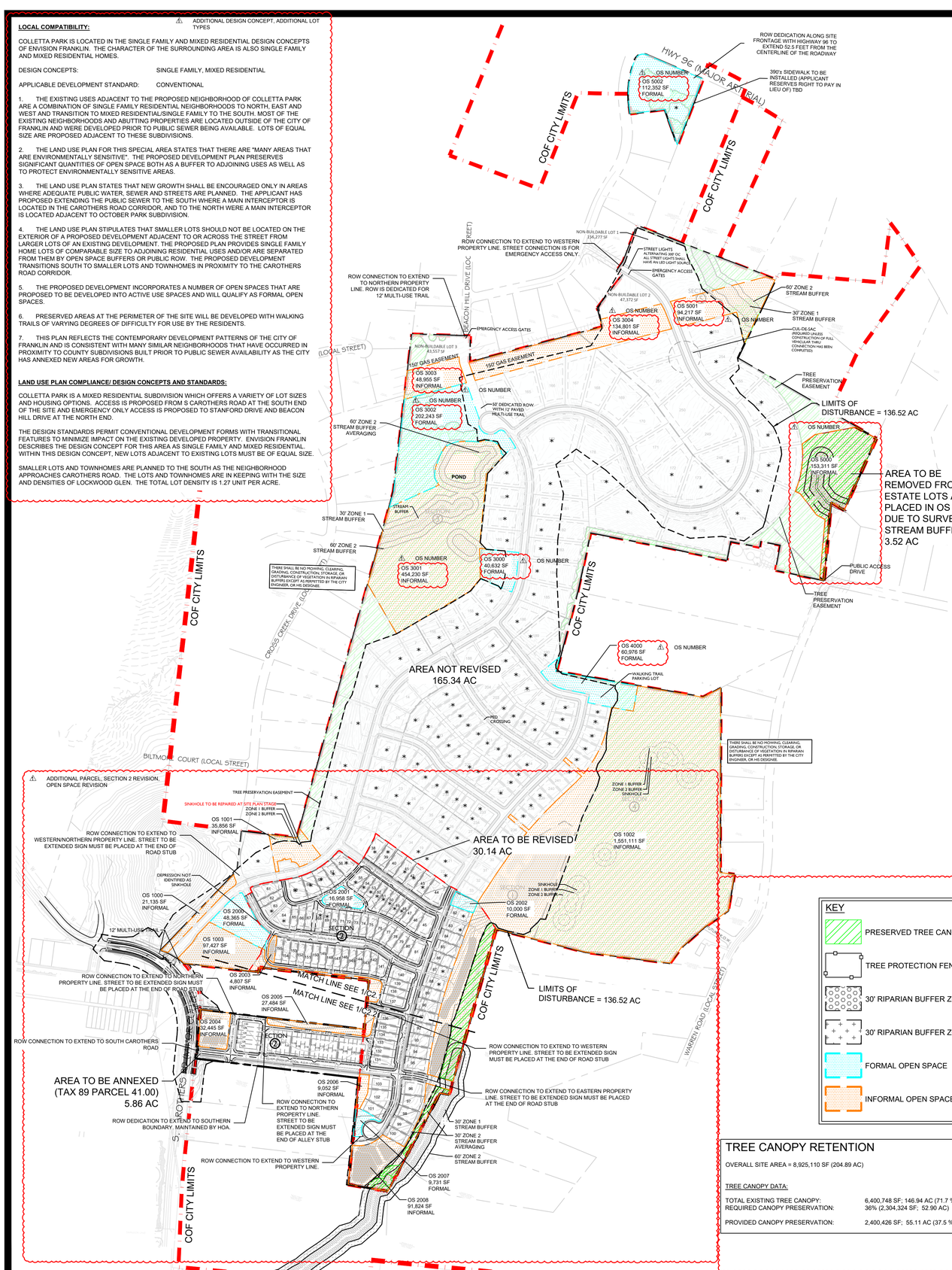
7. THIS PLAN REFLECTS THE CONTEMPORARY DEVELOPMENT PATTERNS OF THE CITY OF FRANKLIN AND IS CONSISTENT WITH MANY SIMILAR NEIGHBORHOODS THAT HAVE OCCURRED IN PROXIMITY TO COUNTY SUBDIVISIONS BUILT PRIOR TO PUBLIC SEWER AVAILABILITY AS THE CITY HAS ANNEXED NEW AREAS FOR GROWTH.

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COLLETTA PARK IS A MIXED RESIDENTIAL SUBDIVISION WHICH OFFERS A VARIETY OF LOT SIZES AND HOUSING OPTIONS. ACCESS IS PROPOSED FROM S CAROTHERS ROAD AT THE SOUTH END OF THE SITE AND EMERGENCY ONLY ACCESS IS PROPOSED TO STANFORD DRIVE AND BEACON HILL DRIVE AT THE NORTH END.

THE DESIGN STANDARDS PERMIT CONVENTIONAL DEVELOPMENT FORMS WITH TRANSITIONAL FEATURES TO MINIMIZE IMPACT ON THE EXISTING DEVELOPED PROPERTY. ENVISION FRANKLIN DESCRIBES THE DESIGN CONCEPT FOR THIS AREA AS SINGLE FAMILY AND MIXED RESIDENTIAL. WITHIN THIS DESIGN CONCEPT, NEW LOTS ADJACENT TO EXISTING LOTS MUST BE OF EQUAL SIZE.

SMALLER LOTS AND TOWNHOMES ARE PLANNED TO THE SOUTH AS THE NEIGHBORHOOD APPROACHES CAROTHERS ROAD. THE LOTS AND TOWNHOMES ARE IN KEEPING WITH THE SIZE AND DENSITIES OF LOCKWOOD GLEN. THE TOTAL LOT DENSITY IS 1.27 UNIT PER ACRE.



REQUESTED MODIFICATIONS OF STANDARDS COLLETTA PARK PUD SUBDIVISION

MOS 1

#1. Modification of Standards Request for Zoning Ordinance Section 3.5.10(2)(d)(iii) SWCO-3 Standards

The applicant requests a Modification of Standards as it relates to the following item for the Seward Hall, Special Area 3: "new development shall be restricted to detached residential dwellings on lots with a minimum lot area of one to five acres." While this design criteria is appropriate for a portion of the proposed Colletta Park, it would not allow the development to appropriately transition to the high density development of the Carothers Parkway corridor. Approval of this MOS would allow the develop pattern in the proposed Colletta Park to transition between the two divergent, existing development patterns.

MOS 2

#2. Modification of Standards Request for Cul-de-sac length.
The applicant requests a Modification of Standards to permit a cul-de-sac longer than 500 feet and containing more than 20 lots in two locations. The first location is to the north with the roadway that ends at an emergency connection to Stanford Drive, and the second is located at the southern drive where future connection is planned to Carothers Road and to Simmons Ridge. Lots on the southern drive would require fire sprinklers if a second point of access is not made available prior to platting of the lots.

DESIGN MODIFICATION - CONNECTIVITY INDEX

Due to Williamson County's limitations on connectivity to Beacon Hill and Stanford Drive, existing development without access on the western boundary, and topographic constraints along Warren Road, the client requests a design modification for connectivity.

MODIFICATION OF STREET STANDARD

Applicant requests a right of way width of 50 feet. The new street standards require a 52' ROW. The street standards were updated during Colletta Park's design process. The proposed Colletta Park 50' street section has 1' of separation between the sidewalk and ROW line, as opposed to the newly required 52' street section, which has 2' of separation.

SPECIAL CONDITION

Colletta Park's northern connection to Stanford Drive is limited to emergency connection only. Colletta Park has a full access off of Carothers Road, and will participate in improving Carothers Road to a three-lane collector. Due to the limited roadway connections, the development will be restricted to a maximum of 138 platted lots prior to the development plan or preliminary plat approval of a second access to Carothers Road.

STATEMENT OF IMPACTS:

WATER:
WATER SERVICE WILL BE PROVIDED BY MILCROFTON UTILITY DISTRICT.
259 X 350 GPD = 90,650 GPD

SEWER:
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. FOR THE PORTION OF THE SITE IN THE MAYS CREEK BASIN, CONNECTION TO THE SEWER MAIN WILL BE MADE IN SIMMONS RIDGE TO THE SOUTH. FOR THE POTION OF THE SITE IN THE WATKINS CREEK BASIN, CONNECTION WILL BE MADE TO THE NORTH TO THE SEWER MAIN IN OCTOBER PARK ON RIDGEWAY DRIVE.

REPURIFIED (REUSE) WATER FACILITIES:
NOT AVAILABLE

STREET NETWORK:
AS SHOWN ON THE MAJOR THOROUGHFARE PLAN - SEE SHEET C 4.0 OVERALL ROW AND ACCESS PLAN INCLUDES ALL CONNECTIVITY ELEMENTS.

THE SITE IS LOCATED BETWEEN MAJOR ARTERIAL MURFREESBORO ROAD AND MINOR COLLECTOR S CAROTHERS ROAD. DAILY ACCESS TO COLLETTA PARK IS PROVIDED BY A DIRECT CONNECTION TO S CAROTHERS ROAD.

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FUTURE ROAD CONNECTIONS ARE PROVIDED. A FULL TRAFFIC IMPACT STUDY PREPARED BY FISCHBACH TRAFFIC GROUP, LLC AND REVIEWED BY A THIRD PARTY, VOLKERT ENGINEERING. PROVIDES GREATER DETAIL OF THE OVERALL IMPACT OF THE DEVELOPMENT ON THE EXISTING ROAD NETWORK.

DRAINAGE FACILITIES:
THE PROPERTY HAS THREE PRIMARY DRAINAGE BASINS. ONE DRAINS NORTH TO WATKINS CREEK. ONE DRAINS WEST THROUGH CROSS CREEK SUBDIVISION AND ONE DRAINS SOUTH TOWARDS SOUTH CAROTHERS ROAD.

POLICE AND FIRE DEPT:
FRANKLIN FIRE DEPT STATION #2 - 2.1 MILES DRIVING DISTANCE
COLUMBIA AVE. POLICE STATION - 2.7 MILES DRIVING DISTANCE

RECREATIONAL FACILITIES:
LIBERTY PARK - 3.0 MILES DRIVING DISTANCE

PROJECTED STUDENT POPULATION:
259 HOMES X .45 STUDENTS = 117 PROJECTED STUDENTS

REFUSE COLLECTION:
PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE.

RESTRICTIVE COVENANTS:
A HOME OWNER'S ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY OF RESIDENTS. THE HOA WILL REGULATE ARCHITECTURAL STANDARDS AND THE MAINTENANCE OF THE COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE AND RECREATIONAL AREAS.

NOTE: AS ACCESS POINTS AND IMPACTS TO THE STREET NETWORK ARE DETERMINED, THE STATEMENT OF IMPACTS MAY NEED TO BE REVISED

⚠ SITE DATA CHART, OPEN SPACE CHART, TREE CANOPY CHART, ADDITIONAL PARCEL

SITE DATA

SUBDIVISION/DEVELOPMENT:	**COLLETTA PARK SUBDIVISION, PUD DEVELOPMENT PLAN - REVISION 1**
COF PROJECT NUMBER:	8691
TAX MAP & PARCELS:	079 MB 02800, 079 MB 02900, 089-04100, 089-05500
ADDRESS	1101 RIDGEWAY DRIVE MURFREESBORO ROAD 4356 SOUTH CAROTHERS ROAD
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TN
POSTAL CODE:	37064
SITE ACREAGE/SF:	204.89 AC / 8,925,110 SF
REGULATIONS	
EXISTING ZONING:	PUD (CITY), MGA-1(COUNTY)
PROPOSED ZONING:	PUD (1.26 DUA)
OVERLAY ZONING:	N/A
BUILDING TYPES APPLIED:	HOUSE, TOWNHOUSE
SETBACKS:	
120' SINGLE-FAMILY FRONT-LOADED	
FRONT YARD-	35'
SIDE YARD-	15'
SIDE STREET-	25'
REAR YARD-	35'
85' SINGLE-FAMILY FRONT-LOADED	
FRONT YARD-	20'
SIDE YARD-	10'
SIDE STREET-	15'
REAR YARD-	20'
65' SINGLE-FAMILY FRONT-LOADED	
FRONT YARD-	20'
SIDE YARD-	5'
SIDE STREET-	15'
REAR YARD-	20'
46' SINGLE-FAMILY ALLEY-LOADED	
FRONT YARD-	15'
SIDE YARD-	5'
SIDE STREET-	10'
REAR YARD-	5'
41' SINGLE-FAMILY ALLEY-LOADED	
FRONT YARD-	15'
SIDE YARD-	5'
SIDE STREET-	10'
REAR YARD-	5'
TOWNHOMES ALLEY-LOADED	
FRONT YARD-	15'
SIDE YARD-	5'
SIDE STREET-	10'
REAR YARD-	5'
DWELLING UNIT COUNT, BY TYPE:	120' SINGLE-FAMILY: 53
	85' SINGLE-FAMILY: 17
	65' SINGLE-FAMILY: 105
	46' SINGLE FAMILY: 8
	41' SINGLE FAMILY: 49
	TOWNHOMES: 27
TOTAL:	259
BUILDING HEIGHT:	2 STORIES
LANDSCAPE SURFACE RATIO:	0.40
MINIMUM LANDSCAPE SURFACE RATIO:	0.30
OPEN SPACE SF REQUIRED:	1,338,599 SF; 30.73 AC (15% OF SITE)
FORMAL OPEN SPACE SF REQUIRED:	455,202 SF; 10.45 AC (34% OF REQUIRED OPEN SPACE)
FORMAL OPEN SPACE SF PROPOSED:	501,257 SF; 11.50 AC (36% OF REQUIRED OPEN SPACE)
INFORMAL OPEN SPACE REQUIRED:	883,397 SF; 20.28 AC (66% OF REQUIRED OPEN SPACE)
INFORMAL OPEN SPACE AREA PROVIDED:	2,756,655 SF; 63.28 (206% OF REQUIRED OPEN SPACE)
TREE PRESERVATION REQUIRED:	52.90 AC (36% OF EXISTING)
TREE PRESERVATION PROPOSED:	55.11 AC (37.5% OF EXISTING)
PARKING REQUIRED:	
SINGLE-FAMILY RESIDENTIAL:	464 (2 PER UNIT)
TOWNHOMES:	81 (3 PER 3 BEDROOM)
TOTAL:	545
PARKING PROVIDED:	635
HISTORICAL RESOURCE TREATMENT:	NA
OVERALL DENSITY:	1.26 UNITS/AC
NET DENSITY (MINUS ROW):	1.42 UNITS/AC
NET DENSITY (MINUS ROW AND STREAM BUFFERS):	1.48 UNITS/AC
NONRESIDENTIAL SQUARE FOOTAGE:	NA
TOTAL ACREAGE BY USE, ENTIRE SITE:	101.49 AC RESIDENTIAL 74.78 AC OPEN SPACE 5.68 AC NON-BUILDABLE LOTS 22.94 AC RIGHT-OF-WAY
TOTAL ACREAGE BY USE, PER SECTION:	SECTION 1 16.53 AC RESIDENTIAL (36 UNITS) 8.35 AC OPEN SPACE SECTION 2 19.62 AC RESIDENTIAL (119 UNITS) 8.82 AC OPEN SPACE SECTION 3 32.05 AC RESIDENTIAL (33 UNITS) 18.71 AC OPEN SPACE SECTION 4 16.70 AC RESIDENTIAL (59 UNITS) 29.16 AC OPEN SPACE SECTION 5 16.59 AC RESIDENTIAL (12 UNITS) 9.74 AC OPEN SPACE

KEY

- PRESERVED TREE CANOPY
- TREE PROTECTION FENCE
- 30' RIPARIAN BUFFER ZONE 1
- 30' RIPARIAN BUFFER ZONE 2
- FORMAL OPEN SPACE
- INFORMAL OPEN SPACE

TREE CANOPY RETENTION

OVERALL SITE AREA = 8,925,110 SF (204.89 AC)

TREE CANOPY DATA:

TOTAL EXISTING TREE CANOPY:	6,400,748 SF; 146.94 AC (71.7 % OF SITE)
REQUIRED CANOPY PRESERVATION:	36% (2,304,324 SF; 52.90 AC)
PROVIDED CANOPY PRESERVATION:	2,400,426 SF; 55.11 AC (37.5 % OF EXISTING)

OPEN SPACE REQUIREMENT CHART:

MINIMUM OPEN SPACE REQUIREMENT: 15%
SITE AREA: 204.89 AC
OPEN SPACE ACREAGE REQUIRED: 30.73 AC
FORMAL OPEN SPACE REQUIRED: 34% (10.45 AC)
INFORMAL OPEN SPACE REQUIRED: 66% (20.28 AC)

OPEN SPACE PROVIDED:

KEY	CLASSIFICATION	TYPE	AREA OF OPEN SPACE
1000	INFORMAL	GREEN BELT	21,135 SF (0.48 AC)
1001	INFORMAL	GREEN BELT	35,856 SF (0.82 AC)
1002	INFORMAL	GREEN BELT	1,551,111 SF (35.61 AC)
1003	INFORMAL	GREEN BELT	97,427 SF (2.24 AC)
2000	FORMAL	AMENITY	48,365 SF (1.11 AC)
2001	FORMAL	PARK	16,958 SF (0.39 AC)
2002	FORMAL	PARK	10,000 SF (0.23 AC)
2003	INFORMAL	GREEN BELT	4,807 SF (0.11 AC)
2004	INFORMAL	GREEN BELT	32,445 SF (0.75 AC)
2005	INFORMAL	GREEN BELT	27,484 SF (0.63 AC)
2006	INFORMAL	GREEN BELT	9,052 SF (0.21 AC)
2007	FORMAL	PARK	9,731 SF (0.22 AC)
2008	INFORMAL	GREEN BELT	91,824 SF (2.11 AC)
3000	FORMAL	PARK	40,632 SF (0.93 AC)
3001	INFORMAL	GREEN BELT	454,230 SF (10.43 AC)
3002	FORMAL	PARK	202,243 SF (4.64 AC)
3003	INFORMAL	GREEN BELT	48,955 SF (1.12 AC)
3004	INFORMAL	GREEN BELT	134,801 SF (3.09 AC)
4000	FORMAL	PARK	60,976 SF (1.40 AC)
5000	INFORMAL	GREEN BELT	153,311 SF (3.52 AC)
5001	INFORMAL	GREEN BELT	94,217 SF (2.16 AC)
5002	FORMAL	PARK	112,352 SF (2.58 AC)

NON-BUILDABLE LOTS:

KEY	AREA
1	156,277 SF (3.59 AC)
2	47,372 SF (1.09 AC)
3	43,557 SF (1.00 AC)

TOTAL NON-BUILDABLE LOT AREA: 5.68 AC

TOTAL FORMAL OPEN SPACE PROVIDED: 11.50 AC

TOTAL INFORMAL OPEN SPACE PROVIDED: 63.28 AC

TOTAL OPEN SPACE PROVIDED: 74.78 AC (36.70%)

N

0 300 600 900

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
4031 Aspen Grove Drive, Franklin, TN 37067Main:
615 777 3200 Fax: 615 777 3201
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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION DEVELOPMENT PLAN - REVISION 1

Franklin, Williamson County, Tennessee

MATTHEW H. BARRETT
AGRICULTURE
TENNESSEE NO. 3418
LANDSCAPE ARCHITECT

Revision Date

⚠1 JANUARY 13, 2025

OVERALL DEVELOPMENT PLAN

SHEET C2.0

COF# 8691

KEY

- PRESERVED TREE CANOPY
- TREE PROTECTION FENCE
- 30' RIPARIAN BUFFER ZONE 1
- 30' RIPARIAN BUFFER ZONE 2
- FORMAL OPEN SPACE
- INFORMAL OPEN SPACE

0 50 100 150

NORTH

LIMITS OF DISTURBANCE = 136.52 AC

AREA NOT REVISED 165.34 AC

AREA TO BE REVISED 30.14 AC

BRICKFIELDS DR. (LOCAL: R.O.W. VARIES)

ALLEY A (ALLEY: 20' R.O.W.)

ALLEY B (ALLEY: 20' R.O.W.)

ALLEY C (ALLEY: 20' R.O.W.)

ALLEY D (ALLEY: 20' R.O.W.)

ALLEY E (ALLEY: 20' R.O.W.)

WAKEMAN DR. (LOCAL: R.O.W. VARIES)

WEATHERVANE DR. (LOCAL: 50' R.O.W.)

SECTION 2

AMENITY

ROW CONNECTION TO EXTEND TO WESTERN/NORTHERN PROPERTY LINE. STREET TO BE EXTENDED SIGN MUST BE PLACED AT THE END OF ROAD STUB

OS 1000 21,135 SF INFORMAL

OS 1001 35,856 SF INFORMAL

OS 2000 48,365 SF FORMAL

OS 2001 16,958 SF FORMAL

OS 2002 10,000 SF FORMAL

OS 2003 4,807 SF INFORMAL

OS 1002 1,551,111 SF INFORMAL

OS 1003 97,427 SF INFORMAL

COF CITY LIMITS

MATCH LINE SEE 1/C2.1

MATCH LINE SEE 1/C2.2

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn

4031 Aspen Grove Drive, Franklin, TN 37067|Main: 615 370 0545

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION I

Franklin, Williamson County, Tennessee

MATTHEW HOUSE — AGRICULTURE — COMMERCE — TENNESSEE NO. 3412 — LANDSCAPE ARCHITECT

Revision Date

1. JANUARY 13, 2025

DEVELOPMENT PLAN ENLARGEMENT

SHEET C2.1

COF# 8691

MATCH LINE SEE 1/C2.2
MATCH LINE SEE 1/C2.1

OS 2005

COF CITY LIMITS

ROW CONNECTION TO EXTEND TO WESTERN PROPERTY LINE. STREET TO BE EXTENDED SIGN MUST BE PLACED AT THE END OF ROAD STUB

WEATHERVANE DR. (LOCAL: 50' R.O.W.)

Parcel 42.00, Tax Map 89
WILMA JUNE ANDERSON TRUST
Plat Book 7259, Page 590,
R.O.W.C., Tennessee

ROW CONNECTION TO EXTEND TO NORTHERN PROPERTY LINE. STREET TO BE EXTENDED SIGN MUST BE PLACED AT THE END OF ROAD STUB

ROW CONNECTION TO EXTEND TO NORTHERN PROPERTY LINE. STREET TO BE EXTENDED SIGN MUST BE PLACED AT THE END OF ALLEY STUB

OS 2005
27,484 SF
INFORMAL

ALLEY F (ALLEY: 20' R.O.W.)

ALLEY H (ALLEY: 20' R.O.W.)

ALLEY E (ALLEY: 20' R.O.W.)

GOODISON DR. (LOCAL: R.O.W. VARIES)

OS 1002
1,551,111 SF
INFORMAL

COF CITY LIMITS

OS 2004
32,445 SF
INFORMAL

WEATHERBELL DR. (LOCAL: 50' R.O.W.)

ALLEY G (ALLEY: 20' R.O.W.)

SECTION 2

S LVER BROOK DR. (LOCAL: R.O.W. VARIES)

ROW CONNECTION TO EXTEND TO EASTERN PROPERTY LINE. STREET TO BE EXTENDED SIGN MUST BE PLACED AT THE END OF ROAD STUB

AREA TO BE ANNEXED
(TAX 89 PARCEL 41.00)
5.86 AC

ROW DEDICATION TO EXTEND TO SOUTHERN BOUNDARY. MAINTAINED BY HOA.

OS 2006
9,052 SF
INFORMAL

LIMITS OF DISTURBANCE = 136.52 AC

ROW DEDICATION TO EXTEND TO SOUTHERN BOUNDARY. MAINTAINED BY HOA. ROAD TO BE EXTENDED SIGN MUST BE PLACED AT THE END OF ROAD STUB

LIMITS OF DISTURBANCE = 136.52 AC

ROW CONNECTION TO EXTEND TO SOUTH CAROTHERS ROAD

COF CITY LIMITS

OS 2007
9,731 SF
FORMAL

Parcel 39.001, Tax Map 89
BERNHARD RIEDEL
Plat Book 4447, Page 540,
R.O.W.C., Tennessee

AREA TO BE REVISED
30.14 AC

ROW CONNECTION TO EXTEND TO WESTERN PROPERTY LINE.

OS 2008
91,824 SF
INFORMAL

KEY

- PRESERVED TREE CANOPY
- TREE PROTECTION FENCE
- 30' RIPARIAN BUFFER ZONE 1
- 30' RIPARIAN BUFFER ZONE 2
- FORMAL OPEN SPACE
- INFORMAL OPEN SPACE

0 50 100 150

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
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FORD CLASSIC HOMES

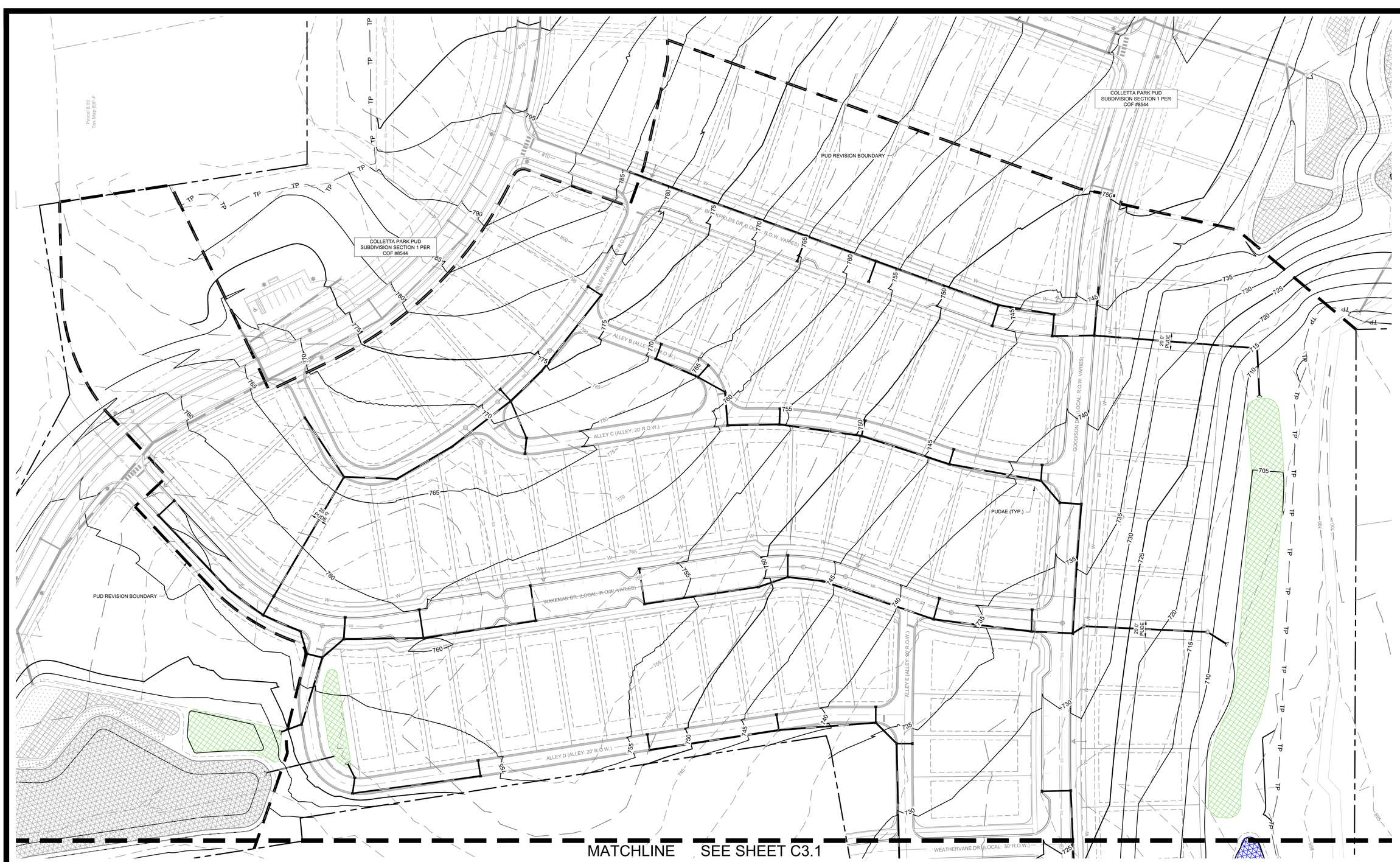
COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION I
Franklin, Williamson County, Tennessee

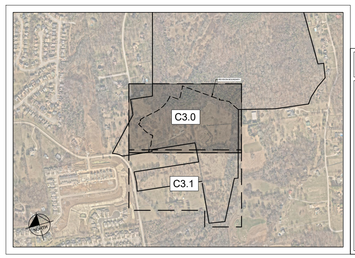
Revision Date
1 JANUARY 13, 2025

DEVELOPMENT PLAN ENLARGEMENT

SHEET
C2.2

COF# 8691





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.
6. ANY PROPOSED RETAINING WALL GREATER THAN 48" IN HEIGHT AS MEASURED FROM THE BOTTOM OF THE FOOTING SHALL BE A SEPARATE SUBMITTAL TO A BUILDING & NEIGHBORHOOD SERVICES FOR REVIEW, APPROVAL, AND PERMITTING. A MATERIAL AND COLOR SAMPLE SHALL BE SUBMITTED WITH THE BUILDING PLANS.

STORMWATER NARRATIVE

ON-SITE STORMWATER WILL BE DIRECTED AWAY FROM PROPOSED BUILDINGS VIA POSITIVE DRAINAGE AND WILL SHEET FLOW INTO A CLOSED STORM SYSTEM 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 STRUCTURES.

RUNOFF THAT EXCEEDS THE FIRST INCH OF RAINFALL WILL BE ROUTED VIA STORM STRUCTURE TO AN UNDERGROUND DETENTION STRUCTURE. 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.

PRE / POST DEVELOPMENT 100 YR DRAINAGE

OUTFALL	PRE DEVELOPMENT FLOW	POST DEVELOPMENT FLOW
OUTFALL 1	65.60 CFS	65.62 CFS
OUTFALL 2	341.54 CFS	341.54 CFS

SITE AREA TABLE

TOTAL SITE AREA =	196.41 ACRES
TOTAL REVISED AREA =	31.31 ACRES
TOTAL AREA ADDED =	5.86 ACRES
REVISED IMPERVIOUS AREA - ROW =	5.41 ACRES
REVISED IMPERVIOUS AREA - LOTS =	10.76 ACRES

STATEMENT OF IMPACTS

THERE WILL BE APPROXIMATELY 16.17 ACRES OF IMPERVIOUS AREA ADDED ON SITE.

STORMWATER WILL BE DETAINED IN ABOVE GROUND DETENTION PONDS SUCH THAT RUNOFF IN THE POST-DEVELOPMENT CONDITION WILL NOT EXCEED RUNOFF IN THE PRE-DEVELOPMENT CONDITION.

HATCH LEGEND

WATER QUALITY	
DETENTION	

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

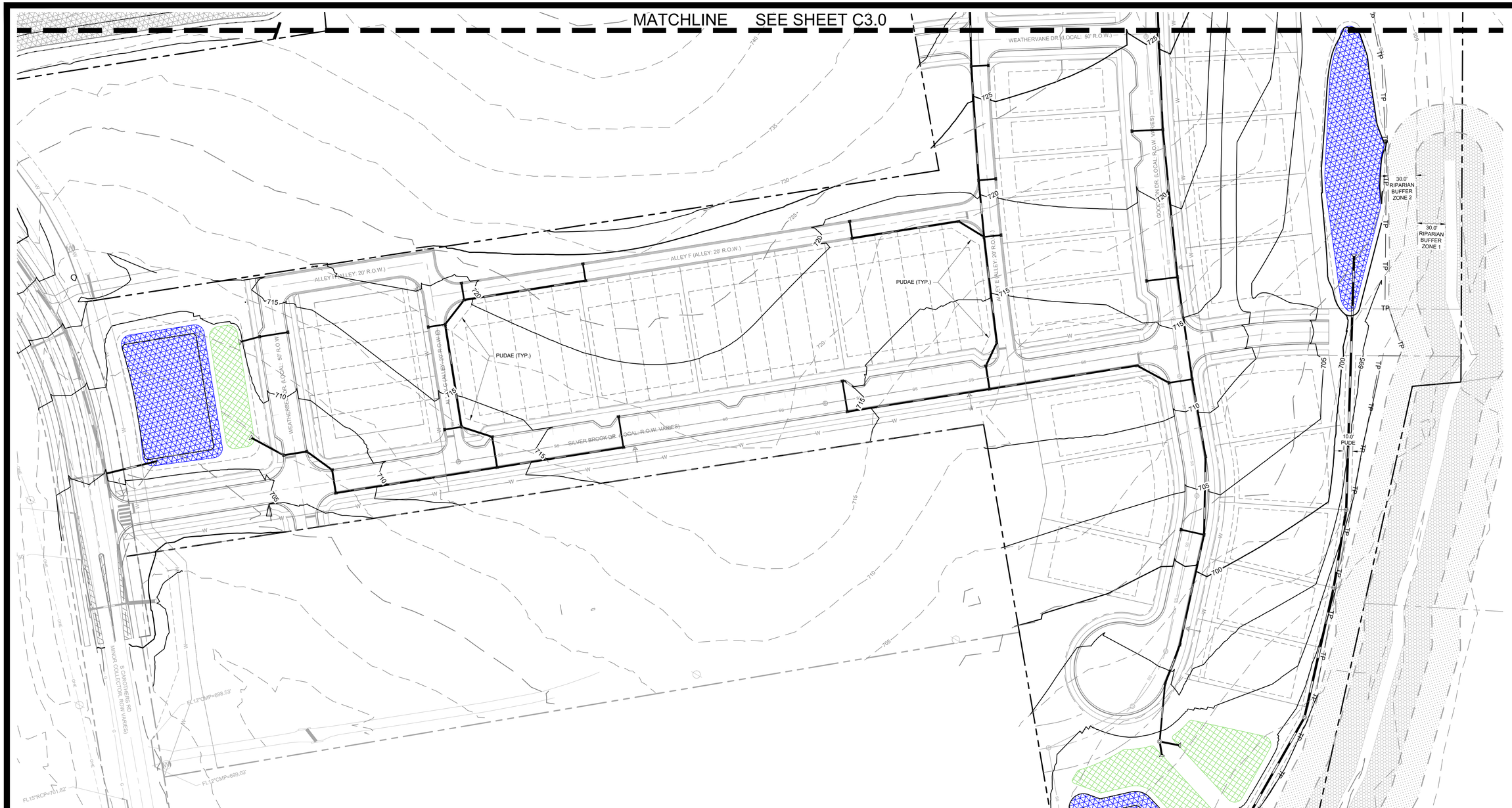
WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURE & COMMERCE
No. 127919
STATE OF TENNESSEE
12/10/2025

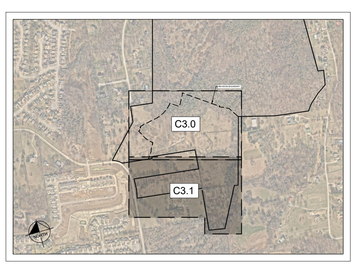
Revision Date
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GRADING AND DRAINAGE

SHEET
C3.0

COF # 8691





STORMWATER NARRATIVE

ON-SITE STORMWATER WILL BE DIRECTED AWAY FROM PROPOSED BUILDINGS VIA POSITIVE DRAINAGE AND WILL SHEET FLOW INTO A CLOSED STORM SYSTEM 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 STRUCTURES.

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PRE / POST DEVELOPMENT 100 YR DRAINAGE

OUTFALL	PRE DEVELOPMENT FLOW	POST DEVELOPMENT FLOW
OUTFALL 1	65.60 CFS	65.62 CFS
OUTFALL 2	341.54 CFS	341.54 CFS

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

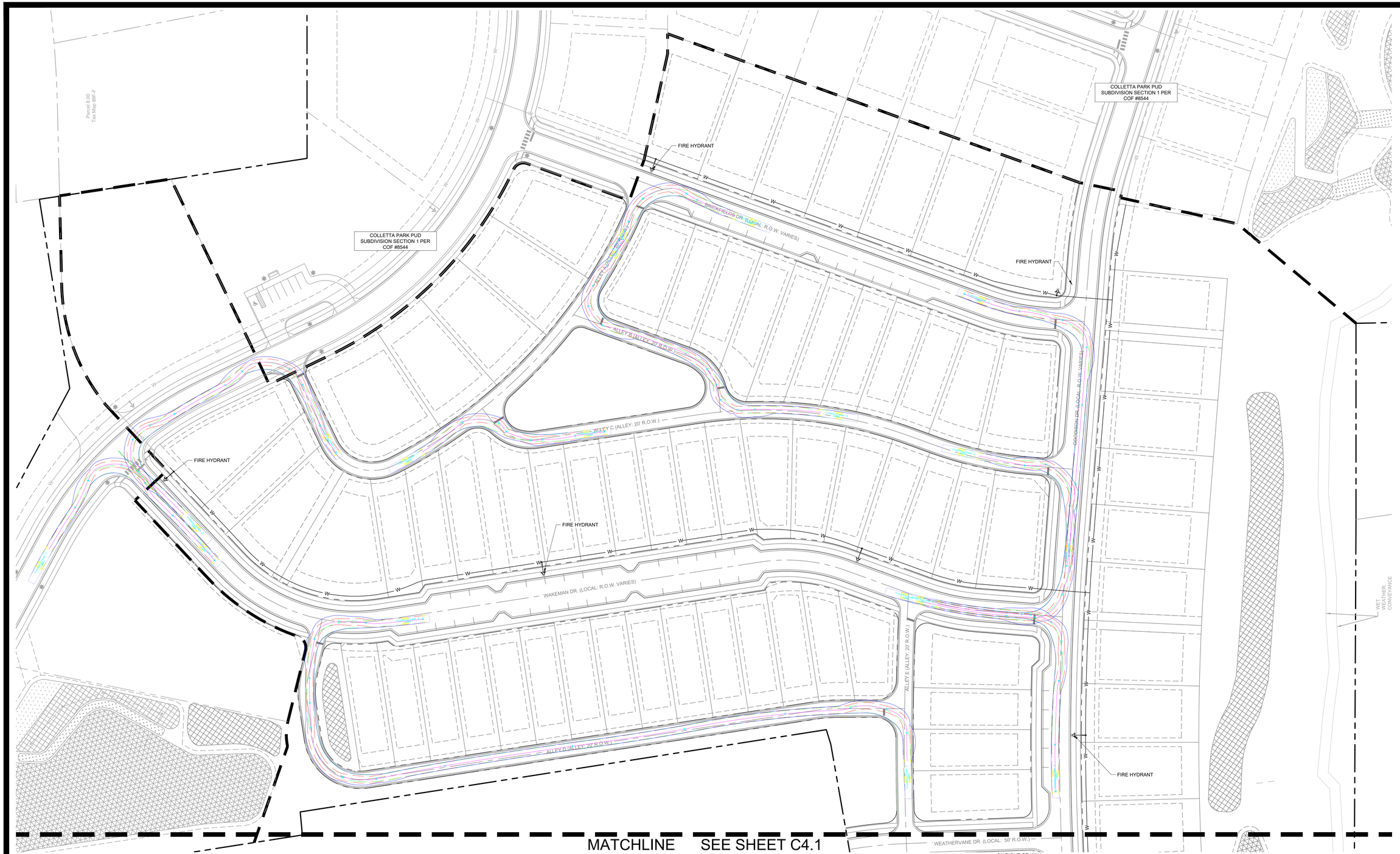
WILLIAM GRAY HARRISON
REGISTERED ENGINEER
No. 127919
STATE OF TENNESSEE
02/06/2026

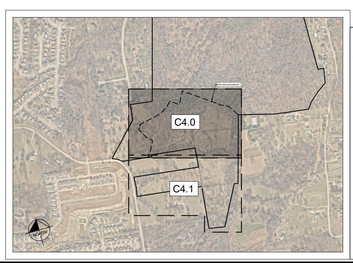
Revision Date
- △ _____
- △ _____
- △ _____
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GRADING AND DRAINAGE

SHEET
C3.1

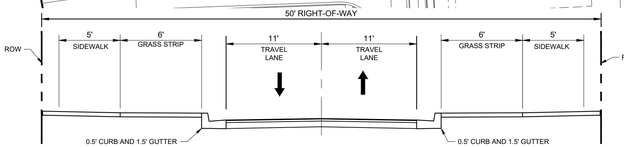
COF # 8691





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.
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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.
8. STREETS AND ROADS SHALL BE IDENTIFIED WITH APPROVED SIGNS. TEMPORARY SIGNS SHALL BE INSTALLED AT EACH STREET INTERSECTION WHEN THE CONSTRUCTION OF THE NEW ROADWAYS ALLOWS PASSAGE BY VEHICLES. SIGNS SHALL BE OF AN APPROVED SIZE, WEATHER RESISTANT, AND MAINTAINED UNTIL REPLACED BY PERMANENT SIGNS.

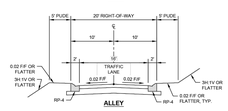


TYPICAL SECTION - 2-LANE INTERMEDIATE AND LOW VOLUME STREET
NTS

FIRE FLOW TEST

FLOW TEST DATE: 12/30/2024, 2:23 PM
STATIC PRESSURE: 83.0 psi
RESIDUAL PRESSURE: 81.0 psi
FLOW: 8,698 GPM @ 20 psi

TESTED BY INFLO DESIGN GROUP, LLC; JASON ENGLISH, P.E.; GRANT VOSS



VEHICLE LEGEND

- VEHICLE FENDER PATH
- VEHICLE FRONT WHEEL PATH
- VEHICLE REAR WHEEL PATH

STATEMENT OF IMPACTS

THE TRAFFIC IMPACT STUDY INDICATES THAT OFF-SITE ROADWAY IMPROVEMENTS ALONG SOUTH CAROTHERS WILL BE REQUIRED BASED ON THE PROJECTED TRIPS.

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
4031 Aspen Grove Drive, Franklin, TN 37067
Main: (615) 564-2701 FAX: (615) 627-2009
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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
No. 127878
STATE OF TENNESSEE
12/30/2025

Revision Date
1 _____
2 _____
3 _____
4 _____

ROW AND ACCESS PLAN

SHEET
C4.0

COF # 8691

MATCHLINE SEE SHEET C4.0

LANDS NOW OR FORMERLY OF
WILMA JUNE ANDERSON TRUST
PER DB-6677 PG- 862 R.O.W.C., TN.
AT 4352 S CAROTHERS RD
PARCEL ID: 089 04200 00014089

WEATHERVANE DR. (LOCAL: 50' R.O.W.)

GORDISON DR. (LOCAL: R.O.W. VARIES)

ALLEY F (ALLEY: 20' R.O.W.)

ALLEY H (ALLEY: 20' R.O.W.)

SILVER BROOK DR. (LOCAL: R.O.W. VARIES)

FIRE HYDRANT

30.0' RIPARIAN BUFFER ZONE 2

30.0' RIPARIAN BUFFER ZONE 1

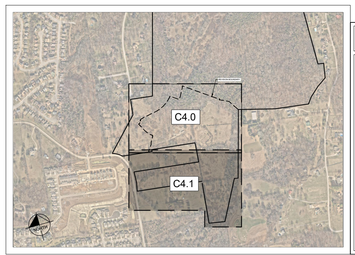
ROAD STUB PROVIDED PER COF ZONING REQUIREMENTS, NO FUTURE CONNECTION PLANNED AT THIS TIME

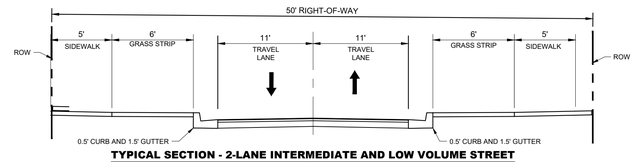
LANDS NOW OR FORMERLY OF
JAMES G AND MARITA HEITHCOOK
PER DB-N/A R.O.W.C., TN.
AT 4364 S CAROTHERS RD
AT PARCEL ID:089 04000 00014089

S CAROTHERS RD
MINOR COLLECTOR, ROW VARIES)

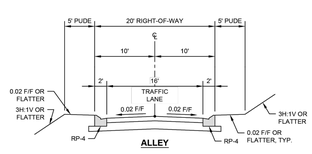
LANDS NOW OR FORMERLY OF
JAMES ROBERT HOOD JR. AND
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ALLY OF
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01400





TYPICAL SECTION - 2-LANE INTERMEDIATE AND LOW VOLUME STREET
NTS



ALLEY

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.
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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.
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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.
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FIRE FLOW TEST

FLOW TEST DATE: 12/30/2024, 2:23 PM
STATIC PRESSURE: 83.0 psi
RESIDUAL PRESSURE: 81.0 psi
FLOW: 8,698 GPM @ 20 psi

TESTED BY INFLO DESIGN GROUP, LLC;
JASON ENGLISH, P.E., GRANT VOSS

STATEMENT OF IMPACTS

THE TRAFFIC IMPACT STUDY INDICATES THAT OFF-SITE ROADWAY IMPROVEMENTS ALONG SOUTH CAROTHERS WILL BE REQUIRED BASED ON THE PROJECTED TRIPS.

VEHICLE LEGEND

VEHICLE FENDER PATH
VEHICLE FRONT WHEEL PATH
VEHICLE REAR WHEEL PATH

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
4031 Aspen Grove Drive, Franklin, TN 37067
Main: (615) 564-2701 FAX: (615) 627-2009
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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

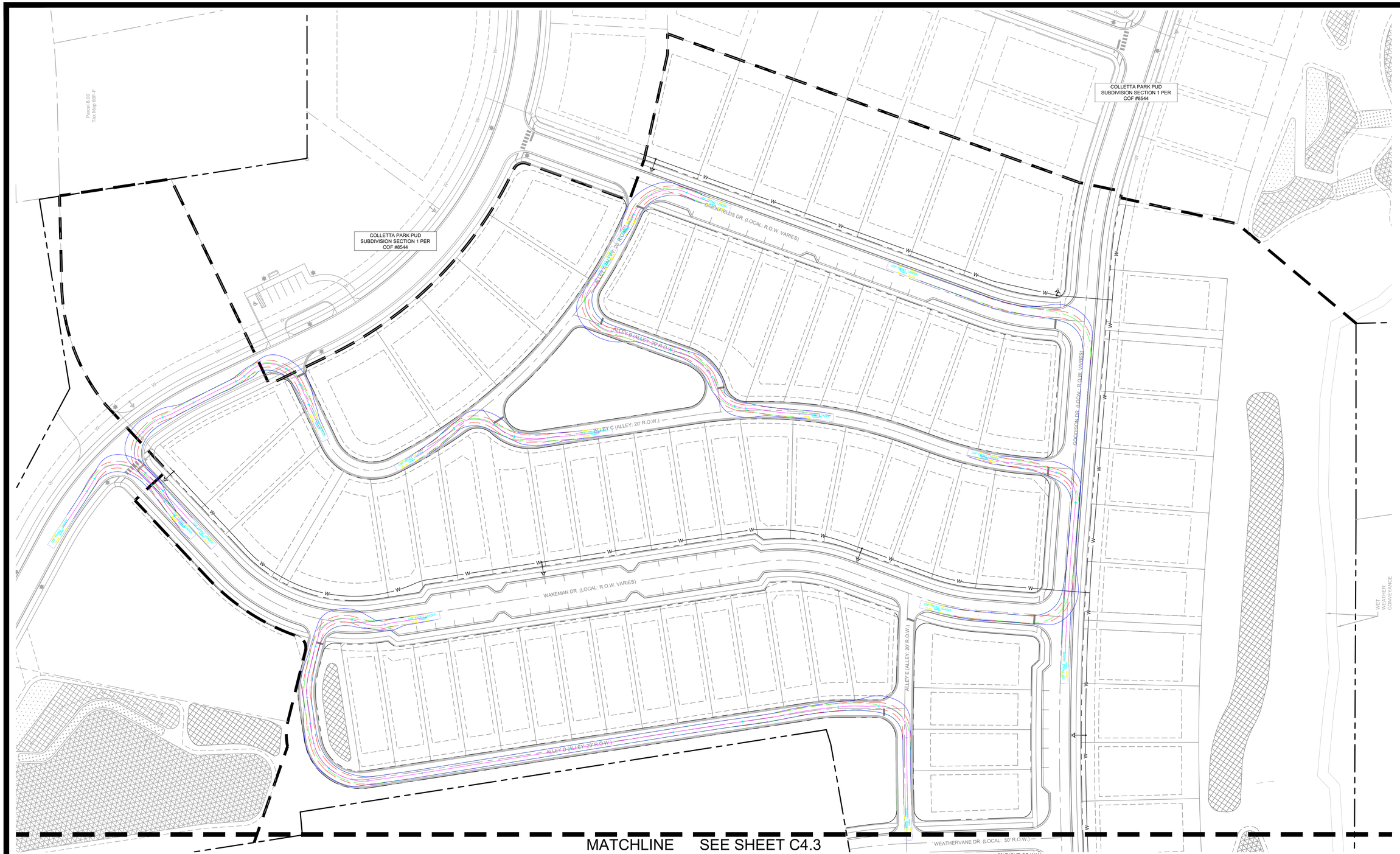
WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURE & COMMERCE
No. 127919
STATE OF TENNESSEE
12/19/2025

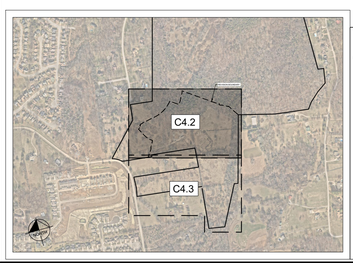
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ROW AND ACCESS PLAN

SHEET
C4.1

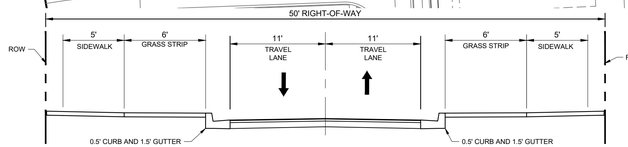
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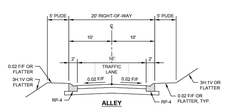


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TYPICAL SECTION - 2-LANE INTERMEDIATE AND LOW VOLUME STREET
NTS



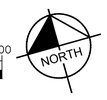
VEHICLE LEGEND

	VEHICLE FENDER PATH
	VEHICLE FRONT WHEEL PATH
	VEHICLE REAR WHEEL PATH

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GRAPHIC SCALE IN FEET
0 25 50 100



GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
4031 Aspen Grove Drive, Franklin, TN 37067
Main: (615) 564-2701 www.kimley-horn.com
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FORD CLASSIC HOMES

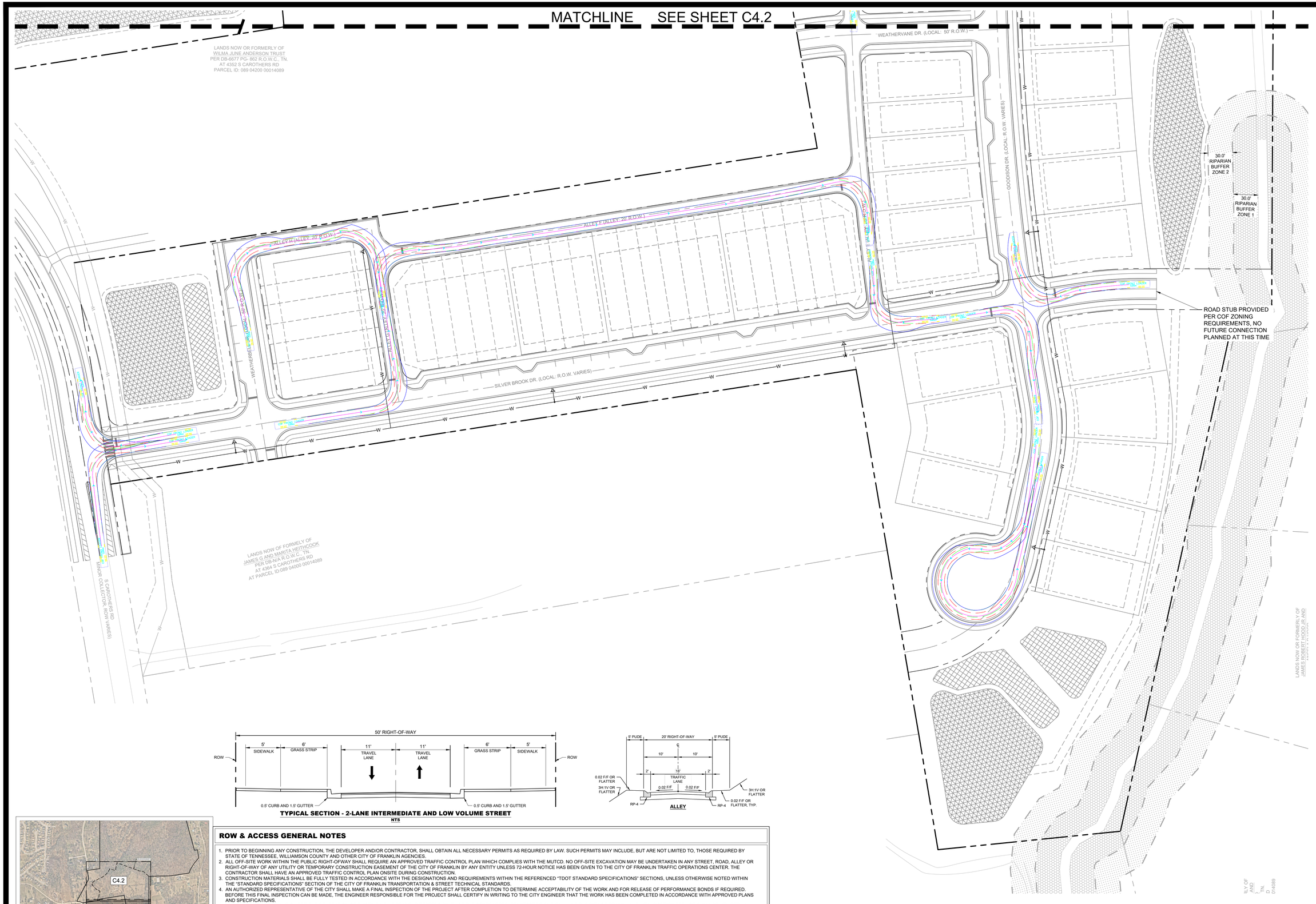
COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee



Revision Date
1 _____
2 _____
3 _____
4 _____

ROW AND ACCESS PLAN

SHEET
C4.2
COF # 8691



TYPICAL SECTION - 2-LANE INTERMEDIATE AND LOW VOLUME STREET
NTS

ALLEY

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VEHICLE LEGEND

- VEHICLE FENDER PATH
- VEHICLE FRONT WHEEL PATH
- VEHICLE REAR WHEEL PATH

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
4031 Aspen Grove Drive, Franklin, TN 37067
Main: (615) 564-2701 Fax: (615) 627-2009
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FORD CLASSIC HOMES

COLLETTA PARK PUD
SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

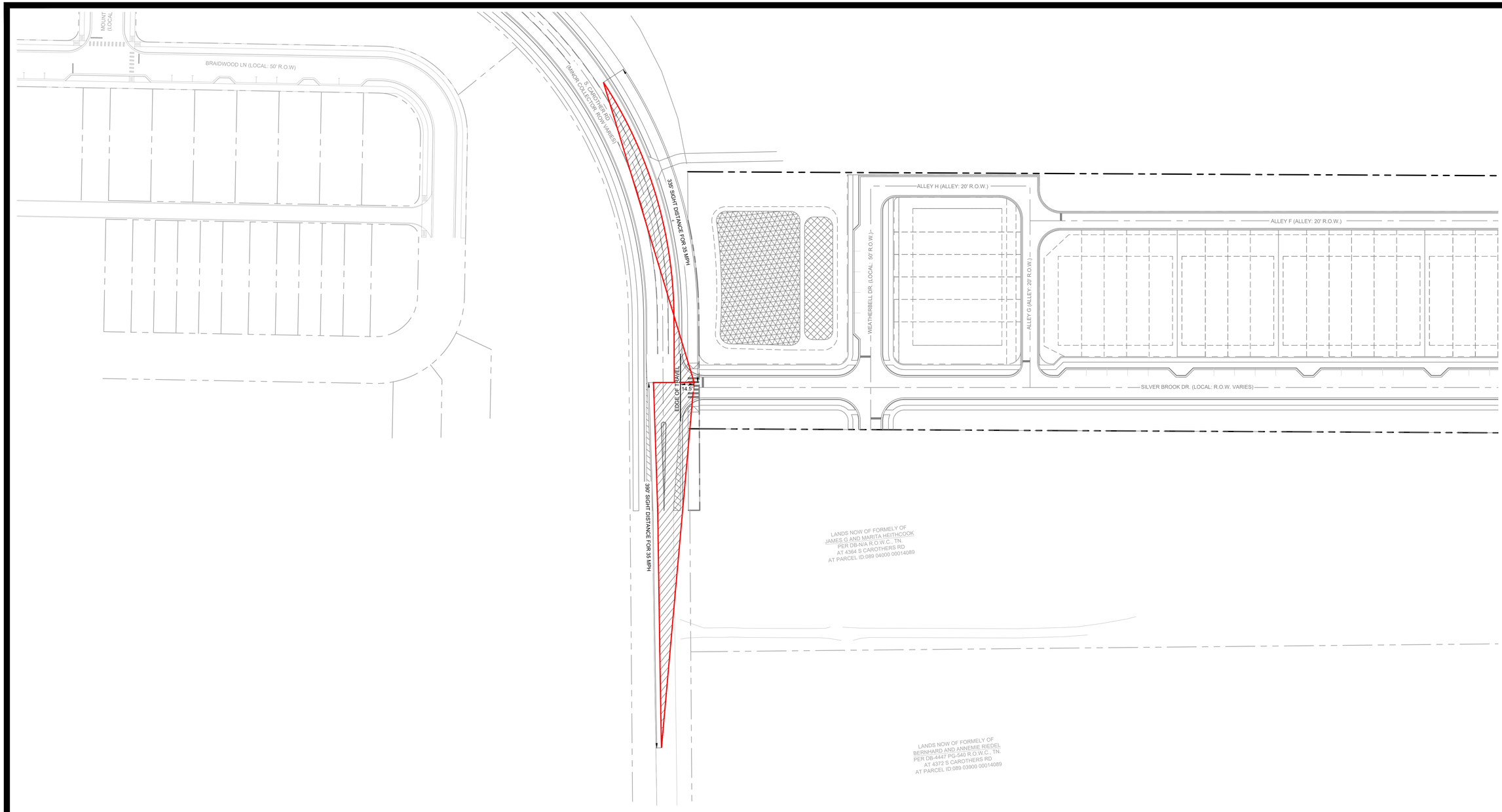
WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURAL & BIOSYSTEMS
No. 127918
STATE OF TENNESSEE

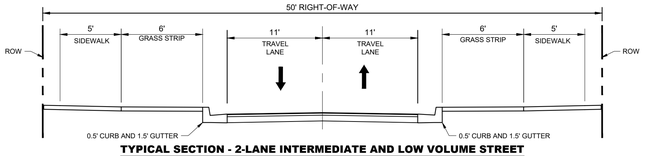
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ROW AND ACCESS PLAN

SHEET
C4.3

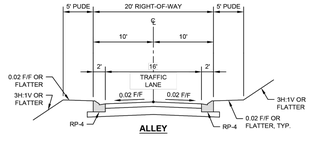
COF # 8691





TYPICAL SECTION - 2-LANE INTERMEDIATE AND LOW VOLUME STREET

NTS



ALLEY

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SIGHT DISTANCE LEGEND

PROPOSED SIGHT DISTANCE TRIANGLE
POSTED SPEED: 30 MPH
DESIGN SPEED: 35 MPH
STOPPING SIGHT DISTANCE REQUIRED:
LEFT TURN FROM STOP: 390'
RIGHT TURN FROM STOP: 335'

STATEMENT OF IMPACTS

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GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURAL & ENVIRONMENTAL
No. 127179
STATE OF TENNESSEE

Revision Date
△ _____
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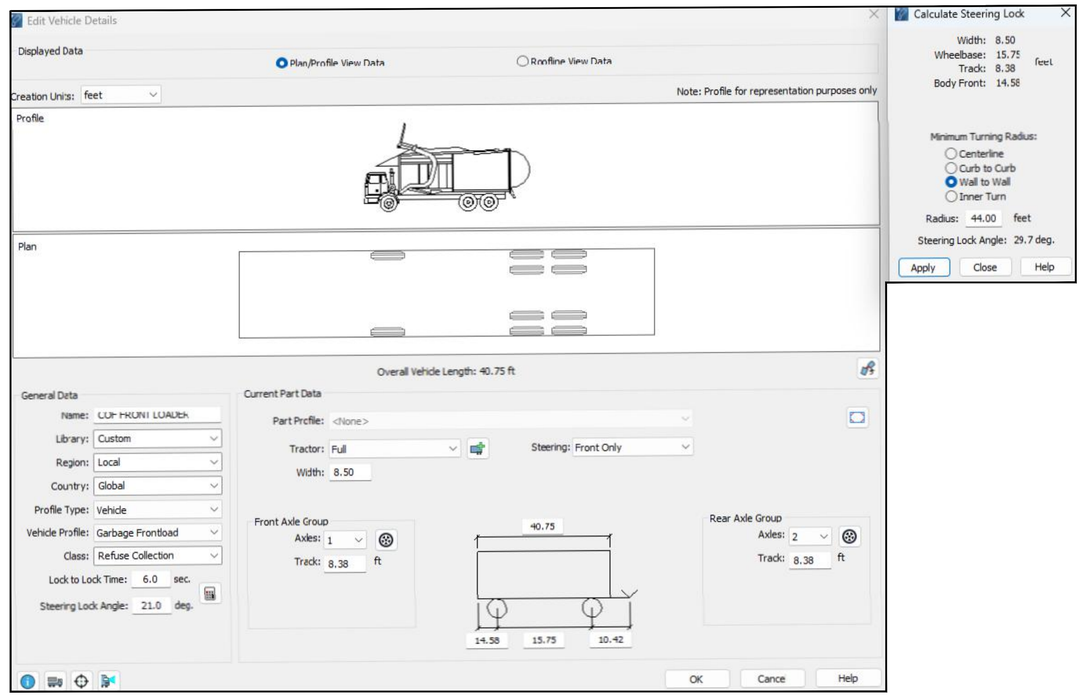
SIGHT DISTANCE PLAN

SHEET
C4.4

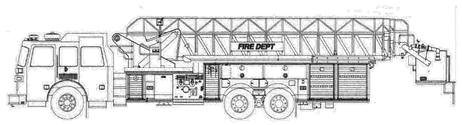
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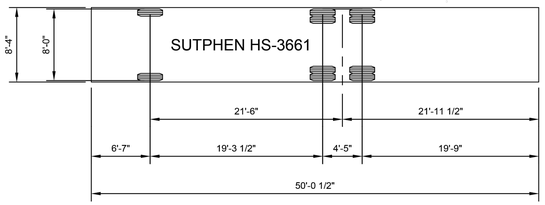


CITY OF FRANKLIN - FIRETRUCK DETAILS
NTS



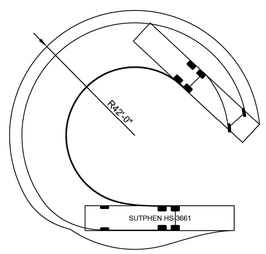
SOLID WASTE FRONT LOADER DETAILS
NTS



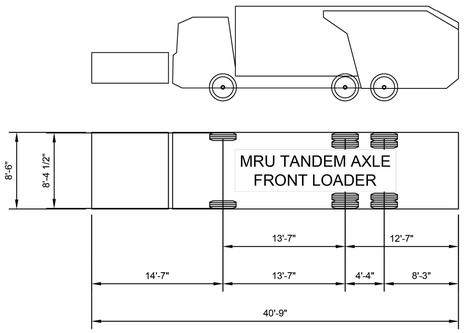


APPARATUS AND TURNING INFORMATION

1. NUMBER OF FRONT AXLES = 1
2. FRONT TRACK WIDTH = 8.000 FT
3. WHEELS ON EACH FRONT AXLE = 2
4. NUMBER OF REAR AXLES = 2
5. REAR TRACK WITH = 8.000 FT
6. WHEELS ON EACH REAR AXLE = 4
7. WHEELBASE = 19.292 FT
8. REAR AXLE SPACING = 4.417 FT
9. LOCK-TO-LOCK TIME = 6 SEC
10. TURNING RADIUS WALL TO WALL = 42 FT
11. BODY LENGTH = 50.042 FT
12. BODY WIDTH = 8.333 FT
13. REAR OVERHANG = 24.167 FT
14. MINIMUM DESIGN SPEED = 5 MPH

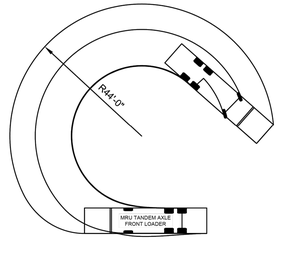


HISTORIC FRANKLIN TENNESSEE	FIRE APPARATUS TURNING TEMPLATE			DWG. NO.
CITY OF FRANKLIN	CITY ENGINEER:		DATE:	SD-7
NOT TO SCALE			7/1/2021	



APPARATUS AND TURNING INFORMATION

1. NUMBER OF FRONT AXLES = 1
2. FRONT TRACK WIDTH = 8.375 FT
3. WHEELS ON EACH FRONT AXLE = 2
4. NUMBER OF REAR AXLES = 2
5. REAR TRACK WITH = 8.375 FT
6. WHEELS ON EACH REAR AXLE = 4
7. WHEELBASE = 13.583 FT
8. REAR AXLE SPACING = 4.333 FT
9. LOCK-TO-LOCK TIME = 6 SEC
10. TURNING RADIUS WALL TO WALL = 44 FT
11. BODY LENGTH = 40.750 FT
12. BODY WIDTH = 8.500 FT
13. REAR OVERHANG = 12.583 FT
14. MINIMUM BODY GROUND CLEARANCE = 1.375 FT
15. MINIMUM DESIGN SPEED = 5 MPH



HISTORIC FRANKLIN TENNESSEE	SOLID WASTE APPARATUS TURNING TEMPLATE			DWG. NO.
CITY OF FRANKLIN	CITY ENGINEER:		DATE:	SD-8
NOT TO SCALE			9/21/2023	

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
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FORD CLASSIC HOMES

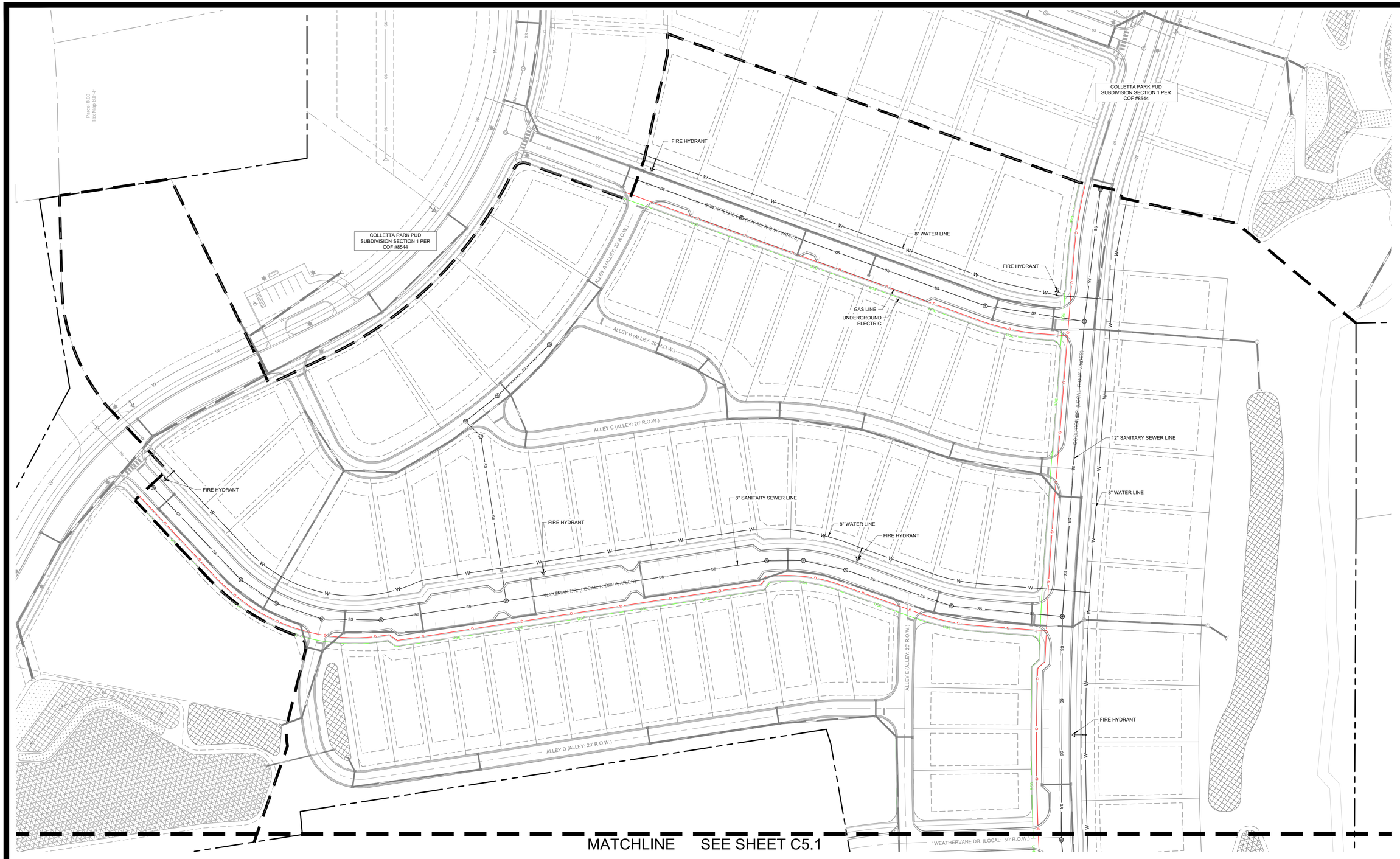
COLLETTA PARK PUD
SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

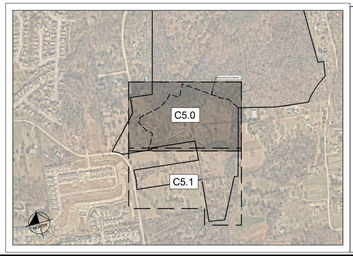
WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURE & COMMERCE
No. 127919
STATE OF TENNESSEE
12/20/2025

Revision Date
△ _____
△ _____
△ _____
△ _____

ROW AND ACCESS VECHICLE DETAILS

SHEET
C4.5
COF # 8691





AGENCY CONTACTS

WATER
MILCROFTON UTILITY DISTRICT
6333 ARNO ROAD
FRANKLIN, TN 37064
PHONE: (615) 794-5947
CONTACT: MIKE JONES

GAS
ATMOS ENERGY
200 NOAH DRIVE
FRANKLIN, TN 37064
PHONE: (615) 794-2596
CONTACT: BLAKE DAVIS

CABLE
UNITED COMMUNICATION, INC.
120 TAYLOR STREET,
CHAPEL HILL, TN 37034
PHONE: (800) 779-2227
CONTACT: KIMBERLY GOODWIN

CITY OF FRANKLIN
109 3rd AVENUE SOUTH, FRANKLIN, TN 37067
CONTACT:
PLANNING : AMY DIAZ-BARRIGA 615-550-6977
ENGINEERING : LANCE FITTRO 615-550-6676

ELECTRIC
MIDDLE TN ELECTRIC
2156 EDWARD CURD LN.
FRANKLIN, TN 37067
PHONE: (615) 595-4693
CONTACT: DALE HOOD

SANITARY SEWER
CITY OF FRANKLIN
124 LUMBER DRIVE
FRANKLIN, TN 37064
PHONE: (615) 794-4554
CONTACT: UTILITY INSPECTOR

TELEPHONE
AT&T
PHONE: (615) 943-6572
EMAIL: MB127D@ATT.COM
CONTACT: MIKE BOGGESS

INTERNET PROVIDER
UNITED COMMUNICATION, INC.
120 TAYLOR STREET,
CHAPEL HILL, TN 37034
PHONE: (800) 779-2227
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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
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   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.
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STATEMENT OF IMPACTS

WATER WILL BE PROVIDED VIA AN 8" PUBLIC WATER MAIN OFF A 24" WATER MAIN EXTENSION FROM S CAROTHERS TO THE EXISTING WATER TOWER ON SITE. THE PROJECT SITE IS SERVICED BY MILCROFTON UTILITY DISTRICT.

SANITARY SEWER WILL BE PROVIDED VIA AN 8" SEWER EXTENSION CONNECTING TO AN 12" SEWER CONNECTION TO THE NEARBY SIMMIONS RIDGE DEVELOPMENT.

FIRE FLOW TEST

FLOW TEST DATE: 12/30/2024, 2:23 PM
STATIC PRESSURE: 83.0 psi
RESIDUAL PRESSURE: 81.0 psi
FLOW: 8,698 GPM @ 20 psi

TESTED BY INFLO DESIGN GROUP, LLC;
JASON ENGLISH, P.E.; GRANT VOSS

GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

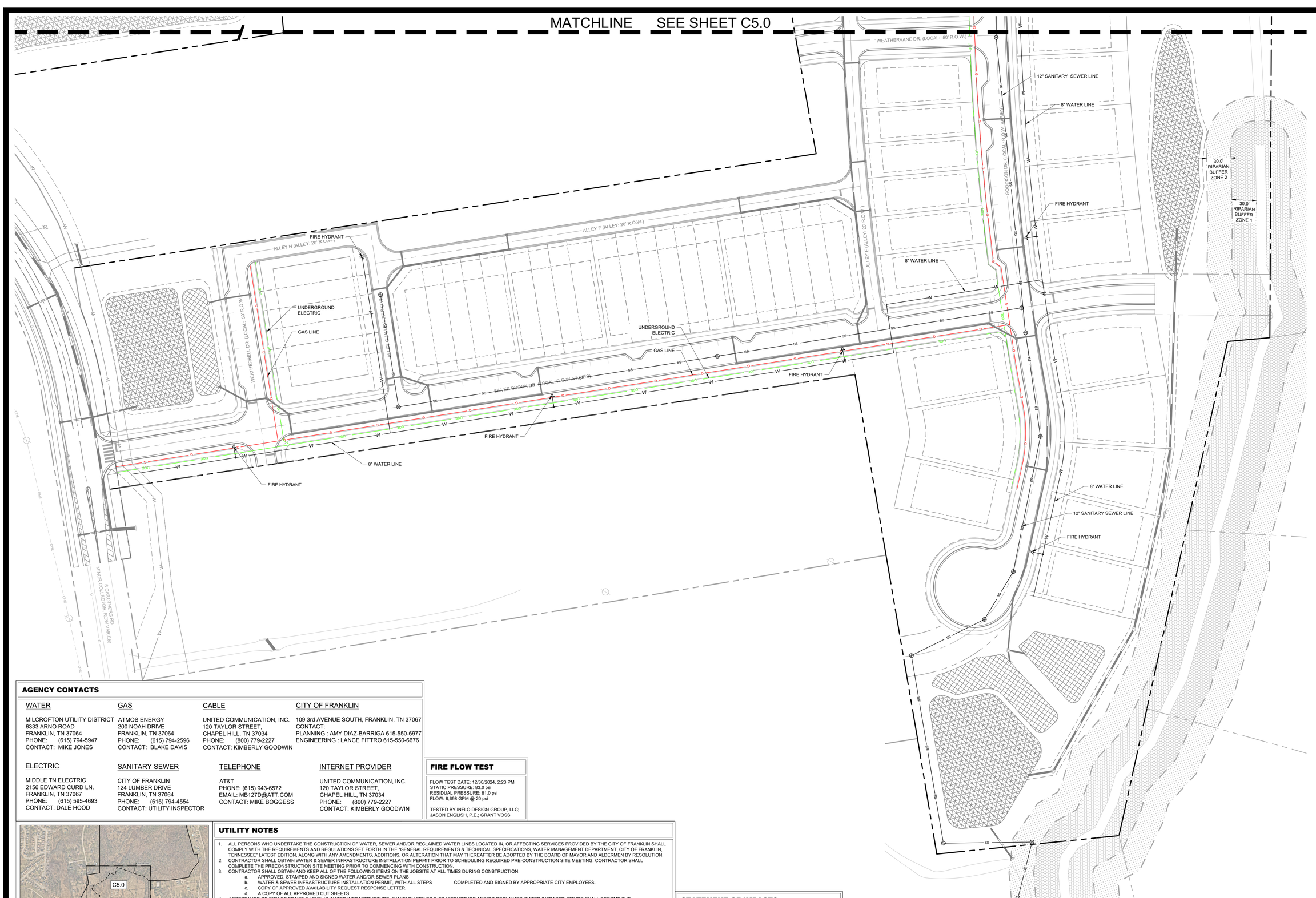
COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURE COMMERCE
No. 137917
STATE OF TENNESSEE
12/30/2024

Revision Date
△
△
△
△

UTILITY PLAN

SHEET
C5.0
COF # 8691



AGENCY CONTACTS

WATER
MILCROFTON UTILITY DISTRICT
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GRAPHIC SCALE IN FEET
0 25 50 100

NORTH

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

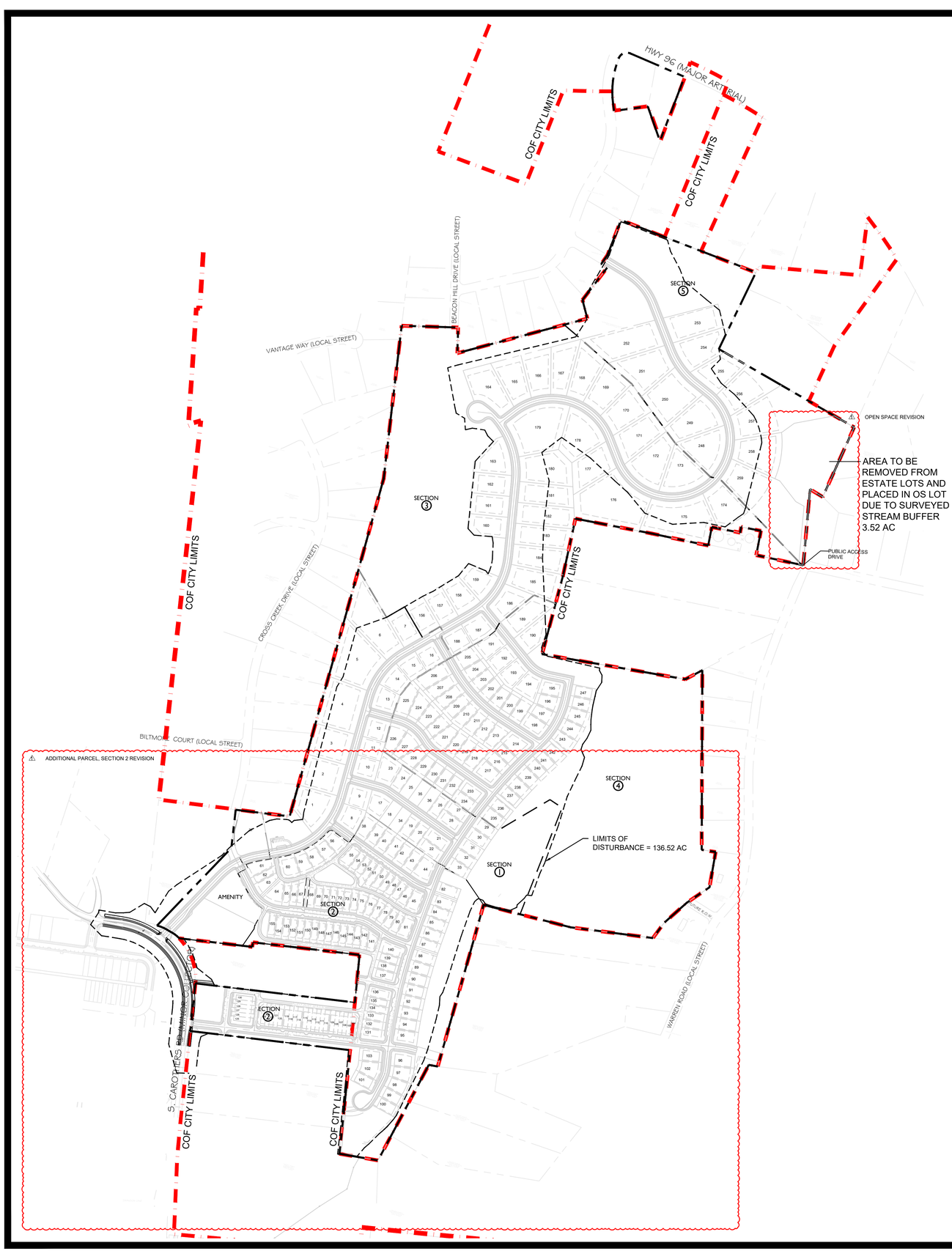
WILLIAM GRAY HARRISON
REGISTERED ENGINEER
AGRICULTURE & COMMERCE
No. 127919
STATE OF TENNESSEE
02/10/2025

Revision Date
△ _____
△ _____
△ _____
△ _____

UTILITY PLAN

SHEET
C5.1

COF # 8691



PHASING TAKEDOWN CHART

Development	Total Acreage	120' Detached Dwellings	85' Detached Dwellings	65' Detached Dwellings	46' Detached Dwellings	41' Detached Dwellings	Townhomes	Total Dwellings
Development Plan	204.89	53	17	105	8	49	27	259
Section 1	29.54	7	11	18	0	0	0	36
Section 2	37.15	1	0	34	8	49	27	119
Section 3	56.15	31	2	0	0	0	0	33
Section 4	49.22	2	4	53	0	0	0	59
Section 5	32.83	12	0	0	0	0	0	12

N

0 300 600 900

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

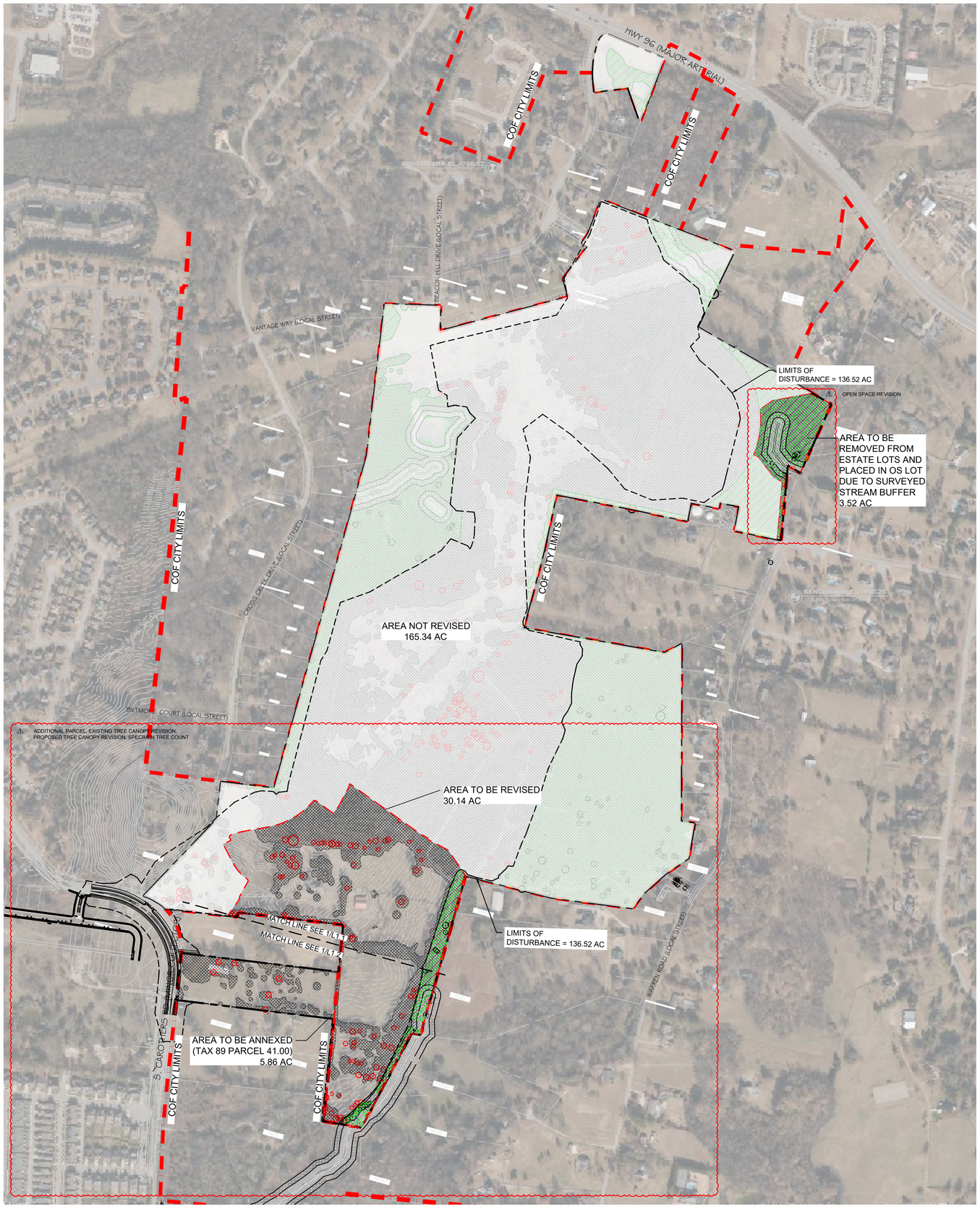
COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

Revision Date
1 JANUARY 13, 2025

PHASING PLAN

SHEET
C6.0

COF# 8691



⚠ EXISTING TREE CANOPY REVISION, PROPOSED TREE CANOPY REVISION, SPECIMEN TREE COUNT

KEY

- EXISTING TREE CANOPY
- PRESERVED TREE CANOPY
- TREE PROTECTION FENCE
- 30' RIPARIAN BUFFER ZONE 1
- 30' RIPARIAN BUFFER ZONE 2
- SPECIMEN TREES
- SPECIMEN TREES REMOVED

TREE CANOPY RETENTION

OVERALL SITE AREA = 8,925,110 SF (204.89 AC)

TREE CANOPY DATA:

TOTAL EXISTING TREE CANOPY:	6,400,748 SF; 146.94 AC (71.7 % OF SITE)
REQUIRED CANOPY PRESERVATION:	36% (2,304,324 SF; 52.90 AC)
PROVIDED CANOPY PRESERVATION:	2,400,426 SF; 55.11 AC (37.5 % OF EXISTING)

NOTE: SEE L1.3 FOR SPECIMEN TREE LIST.

N

0 300 600 900

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn
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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

Revision Date
⚠ 1 JANUARY 13, 2025
2
3
4

OVERALL TREE PRESERVATION PLAN
SHEET
L1.0
COF# 8691

⚠ EXISTING TREE CANOPY REVISION, PROPOSED TREE CANOPY REVISION, SPECIMEN TREE COUNT

KEY

- EXISTING TREE CANOPY
- PRESERVED TREE CANOPY
- TREE PROTECTION FENCE
- 30' RIPARIAN BUFFER ZONE 1
- 30' RIPARIAN BUFFER ZONE 2
- SPECIMEN TREES
- SPECIMEN TREES REMOVED

0 50 100 150

NORTH

TREE CANOPY RETENTION

OVERALL SITE AREA = 8,925,110 SF (204.89 AC)

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PROVIDED CANOPY PRESERVATION:	2,400,426 SF; 55.11 AC (37.5 % OF EXISTING)

NOTE: SEE L1.3 FOR SPECIMEN TREE LIST.

AREA NOT REVISED
165.34 AC

AREA TO BE REVISED
30.14 AC

LIMITS OF DISTURBANCE = 136.52 AC

COF CITY LIMITS

COF CITY LIMITS

MATCH LINE SEE 1/L1.1

MATCH LINE SEE 1/L1.2

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

Kimley»Horn

4031 Aspen Grove Drive, Franklin, TN 37067|Main: 615 371 0100|Fax: 615 370 8091

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION I

Franklin, Williamson County, Tennessee

STEPHEN HOUSTON
AGRICULTURE
COMMERCE
TENNESSEE NO. 1418
LANDSCAPE ARCHITECT

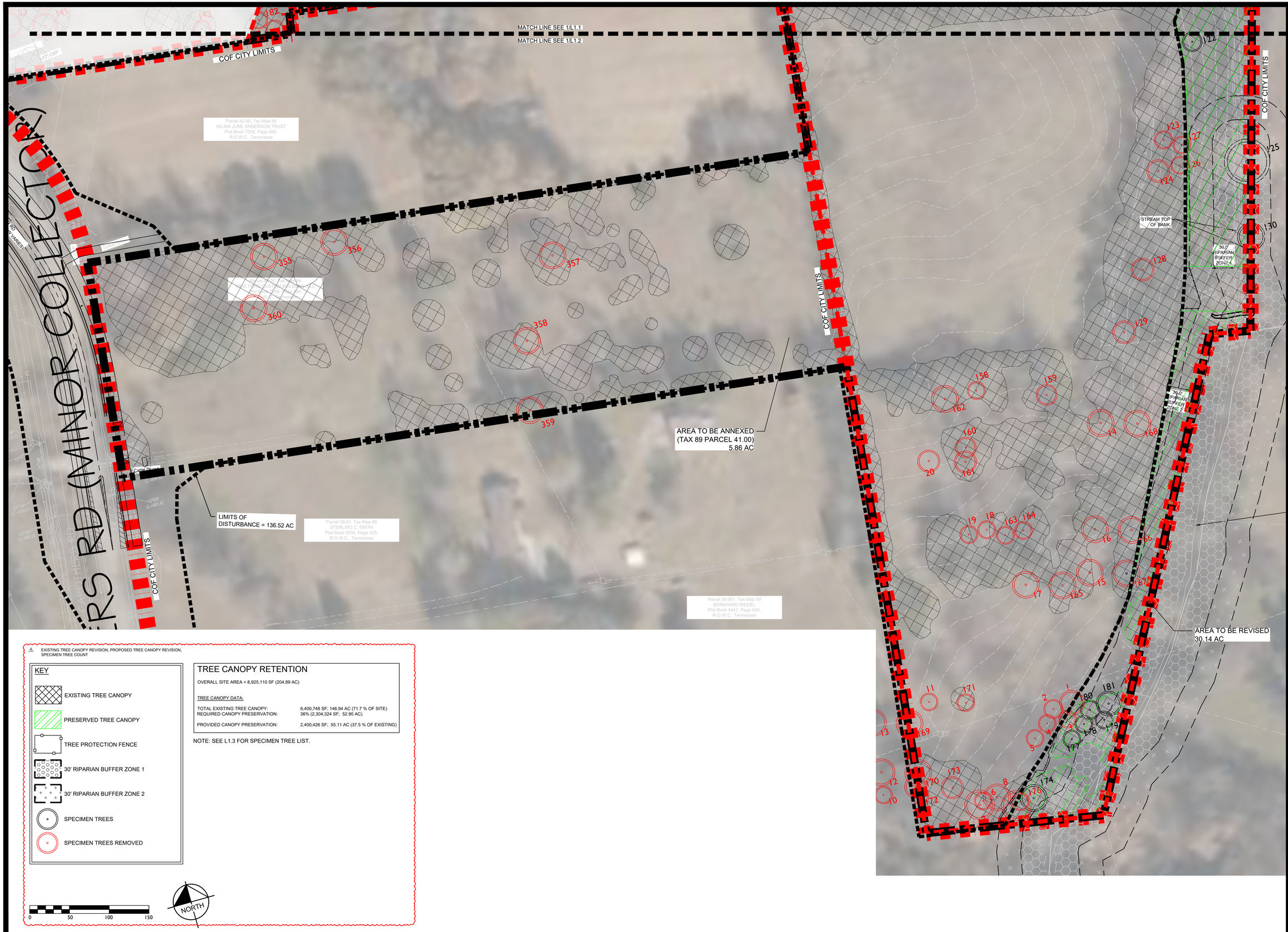
Revision Date

⚠ JANUARY 13, 2025

TREE PRESERVATION PLAN ENLARGEMENT

SHEET
L1.1

COF# 8691



⚠ EXISTING TREE CANOPY REVISION, PROPOSED TREE CANOPY REVISION, SPECIMEN TREE COUNT

KEY

- EXISTING TREE CANOPY
- PRESERVED TREE CANOPY
- TREE PROTECTION FENCE
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- 30' RIPARIAN BUFFER ZONE 2
- SPECIMEN TREES
- SPECIMEN TREES REMOVED

0 50 100 150

NORTH

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NOTE: SEE L1.3 FOR SPECIMEN TREE LIST.

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION I
Franklin, Williamson County, Tennessee

MATTHEW B. GAMBLE
AGRICULTURE
COMMERCE
TENNESSEE NO. 1418
LANDSCAPE ARCHITECT

Revision Date
⚠1 JANUARY 13, 2025
△
△
△

TREE PRESERVATION PLAN ENLARGEMENT

SHEET
L1.2

COF# 8691

⚠ SPECIMEN TREE COUNT

SPECIMEN TREES

TREE #	INCHES	SPECIES	REMOVED
1	34	HACKBERRY	X
2	26	HACKBERRY	X
3	24	OAK	X
4	24	OAK	X
5	24	HACKBERRY	X
6	24	HACKBERRY	X
7	40	HACKBERRY	X
8	36	HACKBERRY	X
9	30	HACKBERRY	X
10	24	HACKBERRY	X
11	24	HACKBERRY	X
12	36	HACKBERRY	X
13	36	HACKBERRY	X
14	36	OAK	X
15	36	HACKBERRY	X
16	36	HACKBERRY	X
17	36	HACKBERRY	X
18	24	HACKBERRY	X
19	24	HACKBERRY	X
20	30	HACKBERRY	X
21	36	OAK	X
22	28	HACKBERRY	X
23	34	HACKBERRY	X
24	46	HACKBERRY	X
25	24	HACKBERRY	X
26	24	MAPLE	X
27	28	MAPLE	X
28	30	MAPLE	X
29	24	OAK	X
30	26	OAK	X
31	26	OAK	X
32	72	OAK	X
33	60	OAK	X
34	36	OAK	X
35	30	HICKORY	X
36	42	OAK	X
37	46	OAK	X
38	48	OAK	X
39	40	OAK	X
40	24	OAK	X
41	24	OAK	X
42	24	OAK	X
43	28	CHERRY	X
44	28	ELM	X
45	30	HACKBERRY	X
46	30	OAK	X
47	36	OAK	X
48	36	HACKBERRY	X
49	36	CHERRY	X
50	36	OAK	X
51	24	OAK	X
52	24	ELM	X
53	24	HACKBERRY	X
54	24	HACKBERRY	X
55	24	BEECH	X
56	24	OAK	X
57	24	OAK	X
58	30	OAK	X
59	30	MAPLE	X
60	24	OAK	X
61	26	OAK	X
62	26	OAK	X
63	24	HACKBERRY	X
64	24	HACKBERRY	X
65	24	ELM	X
66	24	HACKBERRY	X
67	24	OAK	X
68	24	OAK	X
69	24	OAK	X
70	24	ELM	X
71	28	OAK	X
72	24	OAK	X
73	26	OAK	X
74	36	OAK	X
75	36	OAK	X
76	24	HACKBERRY	X
77	24	POPLAR	X
78	24	OAK	X
79	30	ELM	X
80	30	OAK	X
81	24	OAK	X
82	48	OAK	X
83	24	OAK	X
84	36	OAK	X
85	40	OAK	X
86	40	OAK	X
87	30	HACKBERRY	
88	24	HACKBERRY	
89	30	OAK	
90	24	ELM	X
91	24	ELM	X
92	24	OAK	X
93	24	POPLAR	
94	32	POPLAR	
95	24	HACKBERRY	X
96	24	MAPLE	X
97	36	OAK	X
98	36	HACKBERRY	X
99	32	OAK	X
100	24	HACKBERRY	X
101	24	ASH	X
102	24	OAK	X
103	30	CHERRY	X
104	28	OAK	X
105	42	OAK	X
106	26	OAK	X
107	26	CHERRY	X
108	26	ASH	X
109	24	LOCUST	X
110	24	ASH	X
111	24	OAK	X
112	66	OAK	X
113	36	POPLAR	X
114	30	HACKBERRY	
115	24	HACKBERRY	
116	24	CEDAR	X
117	24	HACKBERRY	X
118	40	Sycamore	
119	28	OAK	
120	28	MAPLE	
121	30	HACKBERRY	
122	26	HACKBERRY	
123	24	HACKBERRY	X
124	30	HACKBERRY	X
125	60	Sycamore	
126	24	CEDAR	X
127	24	CEDAR	X
128	30	HACKBERRY	X
129	30	HACKBERRY	X
130	36	Sycamore	
131	32	OAK	X
132	24	OAK	X
133	24	OAK	X
134	30	OAK	X
135	30	OAK	X
136	24	OAK	X
137	24	OAK	X
138	26	OAK	X
139	28	OAK	X
140	48	OAK	X
141	24	HICKORY	X
142	24	HACKBERRY	X
143	24	HACKBERRY	X
144	46	HACKBERRY	X
145	34	HACKBERRY	X
146	28	HACKBERRY	X
147	28	OAK	X
148	36	OAK	X
149	26	OAK	X
150	28	HICKORY	X
151	30	OAK	X
152	24	OAK	X
153	24	OAK	X
154	36	OAK	X
155	36	OAK	X
156	24	HACKBERRY	X
157	40	HACKBERRY	X
158	24	OAK	X
159	28	HACKBERRY	X
160	28	HACKBERRY	X
161	30	HACKBERRY	X
162	36	HACKBERRY	X
163	24	HACKBERRY	X
164	24	HACKBERRY	X
165	36	HACKBERRY	X
166	36	HACKBERRY	X
167	36	HACKBERRY	X
168	36	OAK	X
169	36	HACKBERRY	X
170	36	HACKBERRY	X
171	24	HACKBERRY	X
172	24	HACKBERRY	X
173	30	HACKBERRY	X
174	36	HACKBERRY	
175	40	HACKBERRY	X
176	24	HACKBERRY	X
177	24	HACKBERRY	
178	24	OAK	
179	24	OAK	
180	26	HACKBERRY	
181	34	HACKBERRY	
182	28	CEDAR	X
183	28	CEDAR	X
184	24	OAK	
185	34	OAK	
186	26	OAK	
187	24	OAK	
188	26	POPLAR	
189	34	OAK	
190	48	Sycamore	
191	48	OAK	
192	36	HACKBERRY	X
193	50	OAK	X
194	40	OAK	X
195	24	OAK	X
196	48	HACKBERRY	X
197	24	HACKBERRY	X
198	28	HACKBERRY	X
199	36	HACKBERRY	
200	24	OAK	
201	28	HACKBERRY	
202	24	OAK	
203	30	HACKBERRY	X
204	36	HACKBERRY	
205	24	HACKBERRY	X
206	24	HACKBERRY	X
207	24	HACKBERRY	X
208	36	Twin	X
209	24	HACKBERRY	X
210	32	HACKBERRY	X
211	36	HACKBERRY	
212	30	HACKBERRY	
213	30	OAK	
214	30	HACKBERRY	
215	32	ELM	
216	24	OAK	
217	30	ELM	
218	24	HACKBERRY	
219	32	HACKBERRY	
220	36	HACKBERRY - TWIN	
221	32	HACKBERRY	X
222	44	HACKBERRY - TWIN	X
223	24	HACKBERRY - TWIN	X
224	24	HACKBERRY - TWIN	X
225	24	HACKBERRY - TWIN	X
226	24	HACKBERRY - TWIN	X
227	30	ELM	
228	30	HACKBERRY	
229	30	ELM	
230	24	ELM	
231	40	OAK	
232	24	HACKBERRY	
233	30	ELM	
234	24	OAK - TWIN	X
235	24	OAK	X
236	24	HACKBERRY	X
237	60	OAK	X
238	26	HACKBERRY (X3)	X
239	24	HACKBERRY	X
240	36	OAK	X
241	48	OAK	X
242	46	HACKBERRY	
243	30	HACKBERRY	
244	30	HACKBERRY	
245	30	OAK	
246	24	OAK	
247	24	OAK	
248	30	OAK	
249	36	OAK	
250	30	OAK	X
251	46	HACKBERRY	X
252	30	HACKBERRY	X
253	36	HACKBERRY	
254	60	HACKBERRY	
255	24	OAK	
256	30	OAK	
257	30	OAK	X
258	24	HACKBERRY	
259	24	BEECH	
260	30	OAK	
261	28	OAK - TWIN	
262	28	OAK	
263	28	OAK	X
264	24	OAK	X
265	24	HACKBERRY	X
266	30	HACKBERRY	X
267	30	HACKBERRY - TWIN	X
268	24	HACKBERRY - TWIN	X
269	24	HACKBERRY	X
270	28	HACKBERRY - TWIN	X
271	30	OAK	X
272	40	OAK	X
273	30	ELM	
274	24	HACKBERRY	
275	30	HICKORY	
276	24	OAK	
277	36	Sycamore	
278	24	HACKBERRY	
279	24	HICKORY	
280	24	HICKORY	
281	24	HICKORY	
282	24	POPLAR	
283	26	MAPLE	
284	26	MAPLE	
285	30	OAK	
286	26	HACKBERRY	
287	26	HICKORY	
288	34	MAPLE	
289	30	MAPLE	
290	28	OAK	
291	32	OAK	
292	32	MAPLE	
293	30	MAPLE	
294	30	MAPLE	
295	36	OAK	
296	30	OAK	X
297	24	OAK	X
298	24	HACKBERRY	
299	30	MAPLE	
300	30	HACKBERRY	
301	24	OAK	
302	24	HACKBERRY	
303	24	ASH	
304	24	OAK	
305	24	OAK	
306	36	OAK	
307	28	OAK	
308	32	OAK	
309	48	HACKBERRY - TWIN	X
310	24	HACKBERRY	
311	28	OAK	X
312	30	HACKBERRY	
313	30	OAK - TWIN	
314	26	CEDAR - TWIN	X
315	24	OAK	X
316	30	HACKBERRY	
317	24	OAK	
318	26	HACKBERRY - TWIN	X
319	26	CEDAR - TWIN	X
320	26	OAK - TWIN	X
321	28	HACKBERRY	X
322	24	OAK	X
323	28	OAK	X
324	36	OAK	X
325	24	OAK	X
326	30	OAK	
327	36	OAK	
328	32	OAK	
329	36	MAPLE	
330	24	OAK	X
331	24	OAK	
332	24	OAK	
333	24	HACKBERRY	
334	30	HACKBERRY	
335	24	HACKBERRY	
336	36	HACKBERRY	
337	60	OAK	
338	24	OAK	
339	42	OAK - TWIN	
340	28	OAK	
341	24	OAK	
342	28	HACKBERRY - TWIN	
343	24	OAK	X
344	34	OAK	
345	24	OAK	
346	24	OAK - TWIN	
347	30	OAK	
348	24	OAK	
349	30	OAK	
350	28	OAK	
351	24	OAK	X
352	36	OAK	X
353	30	OAK - TWIN	
354	24	OAK	
355	26	OAK	X
356	26	HACKBERRY	X
357	36	MAPLE	X
358	29	MAPLE	X
359	26	PINE	X
360	24	ELM	X

TOTAL SPECIMEN INCHES:	10,773
TOTAL HEALTHY INCHES REMOVED:	6867
TOTAL REPLACEMENT INCHES REQUIRED:	13,734

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

STATE OF TENNESSEE AGRICULTURE COMMERCE TENNESSEE NO. 1443 LANDSCAPE ARCHITECT
1/14/25

Revision Date
⚠ JANUARY 13, 2025
△
△
△

SPECIMEN TREE LIST

SHEET
L1.3

COF# 8691



TYPICAL 120' LOT HOME FRONT ELEVATION

NOT TO SCALE



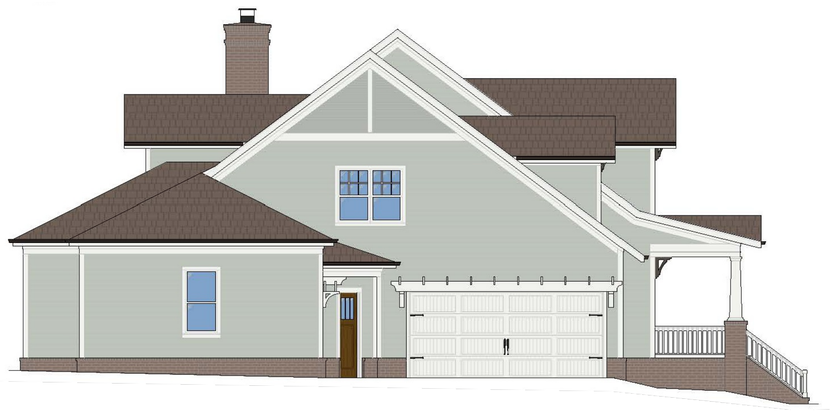
TYPICAL 120' LOT HOME REAR ELEVATION

NOT TO SCALE



TYPICAL 120' LOT HOME RIGHT ELEVATION

NOT TO SCALE



TYPICAL 120' LOT HOME LEFT ELEVATION

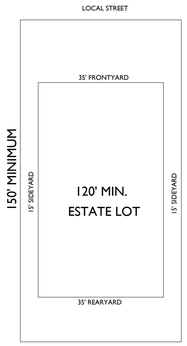
NOT TO SCALE

NOTE: THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE FRANKLIN ZONING ORDINANCE.

TYPICAL ESTATE LOT HOME NOTES

1. HOME STYLE FOR LOTS WITH GARAGE ACCESSED FROM THE STREET WITH SIDE LOADED GARAGE.
2. ONE TO TWO STORIES IN HEIGHT.
3. MATERIALS INCLUDE BRICK, SIMULATED STONE, CEMENTATIOUS SIDING, AND ARCHITECTURAL SHINGLES.
4. SINGLE FAMILY HOME SQUARE FOOTAGE RANGE: 3500 SF TO 7500 SF
5. THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE VESTED FRANKLIN ZONING ORDINANCE.

TYPICAL ESTATE LOT DIAGRAM AND SETBACKS



LOT SETBACKS

FRONT:	35'
SIDE:	15'
SIDE STREET:	25'
REAR:	35'

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

MATTHEW E. HOLLAND
STATE OF TENNESSEE
DEPARTMENT OF AGRICULTURE
REGISTERED
LANDSCAPE ARCHITECT
1/14/25

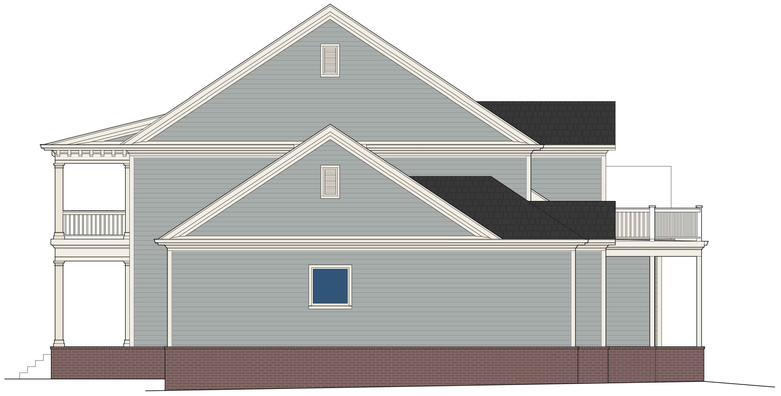
Revision Date
1. JANUARY 13, 2025
2.
3.
4.

ARCHITECTURAL ELEVATIONS

SHEET
A1.0

COF# 8691

⚠ ELEVATION



TYPICAL 85' LOT HOME RIGHT ELEVATION
NOT TO SCALE



TYPICAL 85' LOT HOME FRONT ELEVATION
NOT TO SCALE

NOTE: THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE FRANKLIN ZONING ORDINANCE.



TYPICAL 85' LOT HOME REAR ELEVATION
NOT TO SCALE

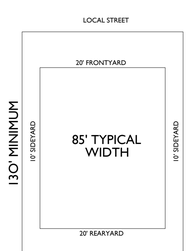


TYPICAL 85' LOT HOME LEFT ELEVATION
NOT TO SCALE

TYPICAL 85' LOT HOME NOTES

1. HOME STYLE FOR LOTS WITH GARAGE ACCESSED FROM THE STREET WITH FRONT-LOADED GARAGE.
2. ONE TO TWO STORIES IN HEIGHT.
3. MATERIALS INCLUDE BRICK, SIMULATED STONE, CEMENTATIOUS SIDING, AND ARCHITECTURAL SHINGLES.
4. SINGLE FAMILY HOME SQUARE FOOTAGE RANGE: 3500 SF TO 5000 SF
5. THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE VESTED FRANKLIN ZONING ORDINANCE.

TYPICAL 85' LOT DIAGRAM AND SETBACKS



LOT SETBACKS

FRONT:	20'
SIDE:	10'
SIDE STREET:	15'
REAR:	20'

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

Revision Date
1 JANUARY 13, 2025

ARCHITECTURAL ELEVATIONS

SHEET
A1.1

COF# 8691



TYPICAL 65' LOT HOME FRONT ELEVATION
NOT TO SCALE

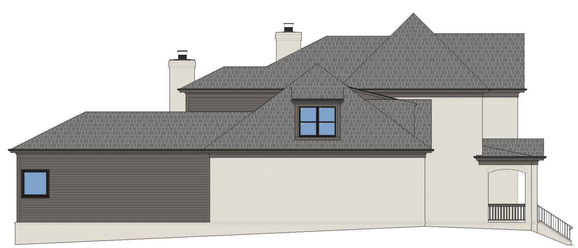
NOTE: THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE FRANKLIN ZONING ORDINANCE.



TYPICAL 65' LOT HOME RIGHT ELEVATION
NOT TO SCALE



TYPICAL 65' LOT HOME REAR ELEVATION
NOT TO SCALE

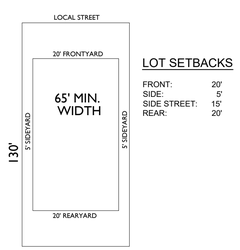


TYPICAL 65' LOT HOME LEFT ELEVATION
NOT TO SCALE

TYPICAL 65' LOT HOME NOTES

1. HOME STYLE FOR LOTS WITH GARAGE ACCESSED FROM THE STREET WITH FRONT-LOADED GARAGE.
2. ONE TO TWO STORIES IN HEIGHT.
3. MATERIALS INCLUDE BRICK, SIMULATED STONE, CEMENTATIOUS SIDING, AND ARCHITECTURAL SHINGLES.
4. SINGLE FAMILY HOME SQUARE FOOTAGE RANGE: 3200 SF TO 4800 SF
5. THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE VESTED FRANKLIN ZONING ORDINANCE.

TYPICAL 65' LOT DIAGRAM AND SETBACKS



LOT SETBACKS

FRONT:	20'
SIDE:	5'
SIDE STREET:	15'
REAR:	20'

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

Revision Date
⚠1 JANUARY 13, 2025

ARCHITECTURAL ELEVATIONS

SHEET
A1.2

COF# 8691

⚠ ADDITIONAL HOME TYPE



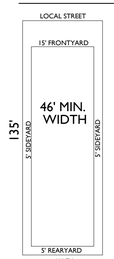
TYPICAL 46' LOT HOME FRONT ELEVATION
NOT TO SCALE

NOTE: THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE FRANKLIN ZONING ORDINANCE.

TYPICAL 46' LOT HOME NOTES

1. HOME STYLE FOR LOTS WITH GARAGE ACCESSED FROM THE ALLEY. GARAGE IS SET BACK EXACTLY 5 FEET OR AT LEAST 22 FEET FROM THE ALLEY.
2. ONE TO TWO STORIES IN HEIGHT.
3. MATERIALS INCLUDE BRICK, SIMULATED STONE, CEMENTATIOUS SIDING, AND ARCHITECTURAL SHINGLES.
4. SINGLE FAMILY HOME SQUARE FOOTAGE RANGE: 2500 SF TO 3500 SF
5. THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE VESTED FRANKLIN ZONING ORDINANCE.

TYPICAL 46' LOT DIAGRAM AND SETBACKS



LOT SETBACKS

FRONT:	15'
SIDE:	5'
SIDE STREET:	10'
REAR:	5'



TYPICAL 46' LOT HOME RIGHT ELEVATION
NOT TO SCALE



TYPICAL 46' LOT HOME REAR ELEVATION
NOT TO SCALE



TYPICAL 46' LOT HOME LEFT ELEVATION
NOT TO SCALE

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

Revision Date
⚠1 JANUARY 13, 2025

ARCHITECTURAL ELEVATIONS

SHEET
A1.3

COF# 8691

⚠ ADDITIONAL HOME TYPE



TYPICAL 41' LOT HOME FRONT ELEVATION

NOT TO SCALE

NOTE: THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE FRANKLIN ZONING ORDINANCE.

TYPICAL 41' LOT HOME NOTES

1. HOME STYLE FOR LOTS WITH GARAGE ACCESSED FROM THE ALLEY. GARAGE IS SET BACK EXACTLY 5 FEET OR AT LEAST 22 FEET FROM THE ALLEY.
2. ONE TO TWO STORIES IN HEIGHT.
3. MATERIALS INCLUDE BRICK, SIMULATED STONE, CEMENTATIOUS SIDING, AND ARCHITECTURAL SHINGLES.
4. SINGLE FAMILY HOME SQUARE FOOTAGE RANGE: 2200 SF TO 3200 SF
5. THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE VESTED FRANKLIN ZONING ORDINANCE.

TYPICAL 41' LOT DIAGRAM AND SETBACKS



LOT SETBACKS

FRONT:	15'
SIDE:	5'
SIDE STREET:	10'
REAR:	5'



TYPICAL 41' LOT HOME RIGHT ELEVATION

NOT TO SCALE



TYPICAL 41' LOT HOME REAR ELEVATION

NOT TO SCALE



TYPICAL 41' LOT HOME LEFT ELEVATION

NOT TO SCALE

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee



Revision Date

⚠1 JANUARY 13, 2025

ARCHITECTURAL ELEVATIONS

SHEET

A1.4

COF# 8691

⚠ ADDITIONAL HOME TYPE



TYPICAL TOWNHOME HOME FRONT ELEVATION

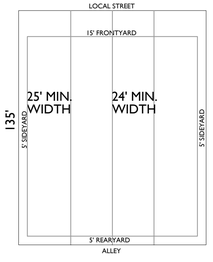
NOT TO SCALE

NOTE: THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE FRANKLIN ZONING ORDINANCE.

TYPICAL TOWNHOME HOME NOTES

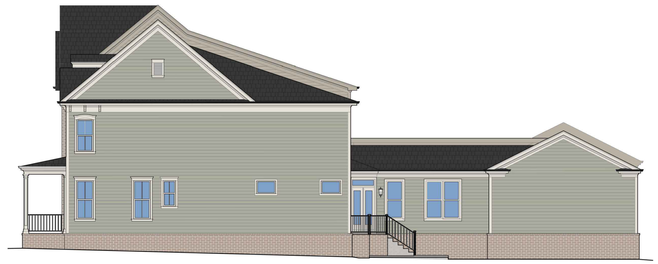
1. HOME STYLE FOR LOTS WITH GARAGE ACCESSED FROM THE ALLEY. GARAGE IS SET BACK EXACTLY 5 FEET OR AT LEAST 22 FEET FROM THE ALLEY.
2. ONE TO TWO STORIES IN HEIGHT.
3. MATERIALS INCLUDE BRICK, SIMULATED STONE, CEMENTATIOUS SIDING, AND ARCHITECTURAL SHINGLES.
4. SINGLE FAMILY HOME SQUARE FOOTAGE RANGE: 2200 SF TO 2600 SF
5. THE PROVIDED RESIDENTIAL ELEVATIONS ARE CONCEPTUAL IN NATURE AND FINAL ELEVATIONS MAY VARY. ALL ELEVATIONS ARE FULLY REPRESENTATIVE OF THE INTENDED ARCHITECTURAL CHARACTER AND DESIGNED TO MEET THE MINIMUM ARCHITECTURAL DEVELOPMENT STANDARDS IN THE VESTED FRANKLIN ZONING ORDINANCE.

TYPICAL TOWNHOME DIAGRAM AND SETBACKS



LOT SETBACKS

FRONT:	15'
SIDE:	5'
SIDE STREET:	10'
REAR:	5'



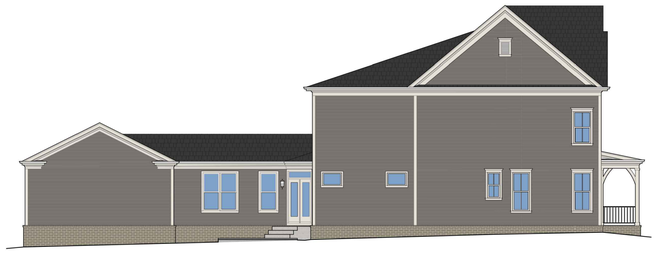
TYPICAL TOWNHOME RIGHT ELEVATION

NOT TO SCALE



TYPICAL TOWNHOME REAR ELEVATION

NOT TO SCALE



TYPICAL TOWNHOME HOME LEFT ELEVATION

NOT TO SCALE

GAMBLE DESIGN COLLABORATIVE
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FORD CLASSIC HOMES

COLLETTA PARK PUD SUBDIVISION
DEVELOPMENT PLAN - REVISION 1
Franklin, Williamson County, Tennessee

Revision Date
⚠1 JANUARY 13, 2025

ARCHITECTURAL ELEVATIONS

SHEET
A1.5

COF# 8691

City of Franklin

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

File #: 21-089

DATE: March 4, 2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Heather Eusebio, Research & Planning Specialist

SUBJECT:
Consideration Of COF Contract No. 2025-0019, With Ford Colletta, LLC For Parkland Impact Fee And Construction Agreement For Colletta Park PUD Subdivision
CIC 2/27/25

PURPOSE:
The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Parkland Impact Fee and Construction Agreement for Colletta Park PUD Subdivision.

BACKGROUND/STAFF COMMENTS:
The Owner is in the process of developing in Parkland Quadrant 2 of the City, consisting of 259 dwelling units on the property known as Colletta Park PUD Subdivision. The Owner intends to develop or cause the development of appurtenances and parkland amenities ("Parkland Project") consisting of a private pool, all as more particularly shown and described in Exhibit A.

FINANCIAL IMPACT:
Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in the City's Parkland Dedication Ordinance: Ordinance 2016-25 and Franklin Municipal Code § 25-405 ("Ordinance"). The Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and 00/100 Dollars ($4,304.00) per dwelling unit. The total Parkland Impact Fee for the Owner is One Million One Hundred Forteen Thousand Seven Hundred Thirty-Six And No/100 Dollars ($1,114,736.00). The owner is eligible for fifty percent (50%) parkland reimbursement for private amenities, while twenty-five percent (25%) will be applied to Quadrant 2.

RECOMMENDATION:
Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2025-0019.

PARKLAND IMPACT FEE AND CONSTRUCTION AGREEMENT FOR PRIVATE USE BETWEEN THE CITY OF FRANKLIN AND FORD COLLETTA, LLC CONTRACT NO. 2025-0019

This PARKLAND IMPACT FEE AND CONSTRUCTION AGREEMENT ("Agreement"), made and entered into this_____day of _____ 20__ by and between THE CITY OF FRANKLIN, TENNESSEE ("City") and FORD COLLETTA, LLC, developer of that certain land known as Colletta Park PUD Subdivision in Williamson County, Tennessee, as more particularly described in Exhibit A attached hereto ("Owner") pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code.

WITNESSETH:

WHEREAS, Owner is in the process of developing Williamson County Property Tax Assessor's Map 089 Parcel 089---05500, 089---04100, 079M-B02800 ("Development Project"), located in Parkland Quadrant 2of the City, consisting of two hundred fifty-nine (259) dwelling units on the property known as Colletta Park PUD Subdivision; and

WHEREAS, Owner intends to develop or cause the development of appurtenances and parkland amenities ("Parkland Project") consisting of a private pool, as more particularly shown and described on Exhibit A; and

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

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

WHEREAS, the total Parkland Impact Fee for Owner is One Million One Hundred Forteen Thousand Seven Hundred Thirty-Six And No/100 Dollars($1,114,736.00) ; and

WHEREAS, Owner shall pay twenty-five percent (25%) of the Total Parkland Impact Fee obligation at the recording of the first final plat or the issuance of the first building permit when a plat is not required for any property that includes a structure with dwelling units, and the remaining seventy-five percent (75%) shall be paid per permit in the pro-rated amount of Three Thousand Two Hundred Twenty-Eight and 00/100 ($3,228.00) until such time the total obligation has been satisfied. The twenty-five percent (25%) final fee payment and the pro-rated per dwelling unit payment shall only apply to phased platted developments. If the total number of dwelling units is equal to twelve (12) units or less, the total Parkland Impact Fee shall be paid up front. **For all developments platting together fees shall be paid in full**.

WHEREAS, Owner has requested to offset a portion of the costs of construction of these improvements against any Parkland Impact Fees due from the Development Project. The estimated amount of such eligible costs, and the potential offset, was determined by the Parks Department Director, or designee, on March 17, 2025, to be Five Hundred Fifty-Seven Thousand Three Hundred Sixty-Eight and No/100 Dollars ($557,368.00); and

WHEREAS, Owner has agreed to construct the Public Parkland Project as illustrated on Exhibits A and B and described in detail below for the future enjoyment of the public free of charge, subject to the terms and conditions set forth herein; and

WHEREAS, the Parkland Project as illustrated in Exhibits A and B shall undergo further design and development which may change the size and location of the amenities as currently shown. However, the Projects shall not be altered in any way that modifies the nature and type of use as contemplated in this Agreement as of the date hereof, without the express prior written consent of the City (which shall not be unreasonably withheld, conditioned, or delayed).

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

I. AGREEMENT FOR PARKLAND CONSTRUCTION AND DEDICATION

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.

2. Owner agrees to and has attached all pertinent exhibits to this contract prior to the first submittal of this Agreement to the City for review. Owner further understands that failure to provide all pertinent exhibits prior to the first submittal of this Agreement for review will result in a delay in the agreement approval process.

3. Owner agrees to provide the City of Franklin with a Certificate of Liability Insurance evidencing General Liability insurance at One Million and 00/100 Dollars ($1,000,000.00) per occurrence and Two Million and 00/100 Dollars ($2,000,000.00) aggregate limits that shall reflect the City of Franklin as Certificate Holder. Owner shall provide this Certificate of Liability Insurance prior to the signing of this agreement and shall provide an updated Certificate of Liability Insurance as General Liability insurance renews or changes throughout the term of this Agreement.

4. The total estimated cost of land and/or easement dedication, design, and the cost of labor, equipment, supplies, and materials used to construct the Projects is Six Hundred Thirty Two Thousand Five Hundred and No/100 Dollars($632,500.00), as more particularly described in Exhibit B, and the estimated total offset to Owner is Five Hundred Fifty-Seven Thousand Three Hundred Sixty-Eight and No/100 Dollars($557,369.00)) upon submittal and approval of supporting documentation. Costs for the Private Project shall be valued at fifty percent (50%) of the total costs. The following costs are specifically excluded and not eligible for an offset: fiscal cost, including interest on money borrowed to finance the construction, cost for utility relocations, and other improvements that benefit the development.

5. As provided in Title 25, Chapter 4 of the Franklin Municipal Code, the eligible offset does not exceed the total Parkland Impact Fees due for the Development Project.

6. Owner shall be responsible for the location and protection of all existing utilities in accordance with State and local laws while utilizing the right-of-way. There shall be no offsets or reimbursement for relocation or protecting public utilities.

7. All improvements, uses, and activities shall comply with the policies established by the City of Franklin Zoning Ordinance and Municipal Code and with the terms and

conditions of this agreement.

8. Upon Completion, and prior to acceptance, of the Parkland Project improvements, Owner shall provide reasonable documentation for all such costs and provide notarized release of liens.

9. Naming Rights. The policy of the City is to reserve naming or renaming of City assets to those circumstances which tradition and practice have shown to best serve the interest of the City and assure a worthy and enduring legacy for the City.

10. Organized Events. If an event requires a Special Event Permit, Owner or the sponsoring entity must obtain the permit from the City prior to the event occurring on the Parkland Project area.

11. Final as-built plans shall be submitted immediately following completion of construction activities. If the project is developed in phases, as-built plans for each phase shall be submitted once the work is complete in that phase. Acceptance of Parkland dedication and construction projects will not be issued until satisfactory as-built plans have been approved by the Parks Department Director and the City Engineer. All aspects of the project that have been affected by construction shall be verified and appear on the as-built plans. This would include, but is not limited to the following items:
    - All property lines and easements
    - New and Existing structures (include restrooms, playground equipment, trail/multi-use paths, trail heads, pavilions, pools, etc.)
    - Location of all "as-built" work with station and offsets
    - Height and location of all fences, walls, screens, trees, and hedges over 42" tall
    - All commercial driveways, paved areas, and required parking spaces
    - All concealed components with station and offsets (include known buried cables, utilities, drainage structures, etc.)
    - All utilities
    - File formats shall be in a *.PDF along with either *.DWG, *.DXF, *.DGN, or AutoDACr14
    - Two paper sets

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

    Concealed components will require documented proof to be submitted with the as-built plans in the form of a certified construction log that has been generated by the design engineer. As-built plans are required to be endorsed by a Tennessee registered professional engineer and or a registered land surveyor.

12. In the case of emergency situations where an unplanned disturbance of the trees, landscaping, and/or the Parkland Project occurs due to natural disaster, The City will perform emergency infrastructure repairs or conduct a public safety/emergency response. The City will minimize the disturbance to the extent feasible and will act swiftly for the purposes of public health, safety, and welfare. The City will bring the site back to substantially similar condition as soon as practicable, subject to budgetary constraints, other priorities that serve the public health, safety, and welfare, seasonal limitations for replacement or planting, and weather delays.

13. The Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement.

14. This Agreement is non-transferable to the successors or assigns of Owner unless the successor assumes the same obligations of Owner in writing. Any assignment, in whole or in part, shall be provided to the City within fifteen (15) days after the transfer of the Development Project and must be approved by the City's Board of Mayor and Aldermen.

15. Owner shall exercise the rights, privileges, and permission granted herein at Owner's own risk. Owner shall not claim any damages from the City for any injuries or damages, including death, due to the exercise of such rights, privileges, or permission or the condition or use of the non-exclusive, all-access public easement. Owner shall indemnify and hold harmless the City, its Mayor, Aldermen, officers, employees, officials, and agents, from and against all claims, actual damages, actual losses, and actual out-of-pocket expenses, including reasonable attorney's fees for outside counsel and costs, arising out of, resulting from, or in any way connected with the failure of Owner to comply with any of the provisions herein or with the City's direction to remove and/or maintain any trees, landscaping, or portions of the Parkland Project depicted inExhibits A and B. The City shall not be liable to Owner should Owner's use of the property be hindered or disturbed. The City will not be liable to Owner for any reason not specifically stated herein.

16. The City and Owner agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.

17. Applicable Law/Choice of Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.

18. Notices. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

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

In the case of Owner:
Ford Colletta, LLC
Attn: Mike Ford
554 Franklin Road, STE 300
Franklin, TN 37069

19. This agreement shall be recorded with the Williamson County Register of Deeds with a copy maintained in the City Recorder's office in City Hall, 109 Third Avenue South, Franklin, TN 37064. Upon completion of this agreement, the City agrees to cover the costs and responsibility associated with recording this Agreement.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only be an instrument of equal formality signed by the respective parties.

21. Personal Liability. No member, Mayor, Alderman, official, or employee of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Owner or successor or on any obligations hereunder.

22. 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 Owner to limit its liability shall be void and unenforceable. The 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 Contractor beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

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

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 the City Recorder of the City of Franklin, Tennessee, and that as such, being authorized to do so, have executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office, this_____day of_____, 20___.

_____
NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
J. Blake Harper
Staff Attorney

OWNER: Ford Colletta, 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.

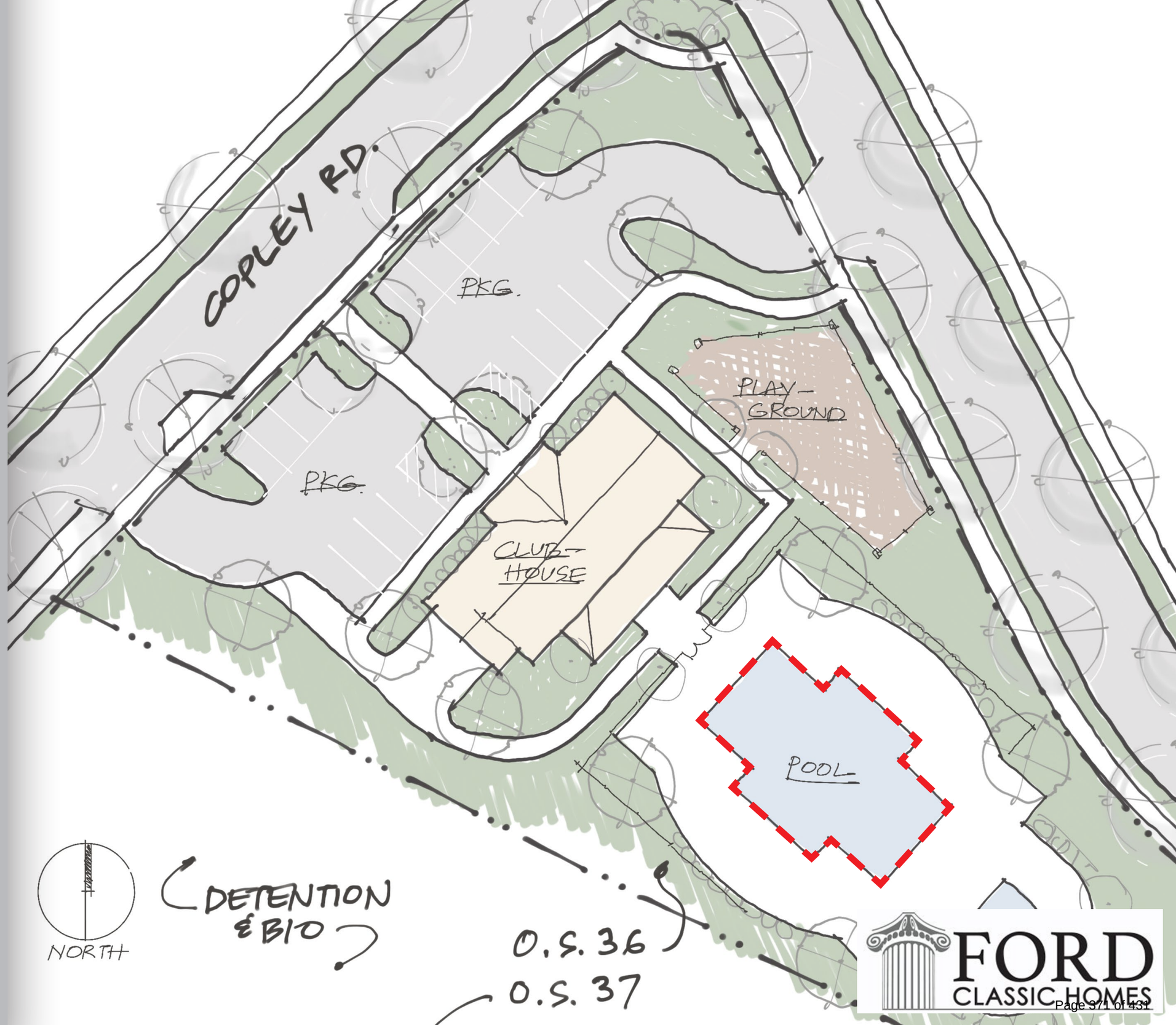
I certify under PENALTY OF PERJURY under the laws of the State of_____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
NOTARY PUBLIC

My Commission Expires: _____

Exhibit A - Neighborhood Clubhouse



FORD CLASSIC HOMES

EXHIBIT B
Colletta Park Parkland Dedication

Description	Quantity	Units	Cost/Unit	Impact Fee
Proposed Units	259	Units	$4,304.00	**$1,114,736.00**
25% Parkland Fee Payment:				$278,684.00
50% Parkland Off Set Eligibility:				$557,368.00

Parkland Reimbursement Cost

Key	Description	Quantity	Notes	Units	Cost/Unit	Total
Design/Planning/Engineering (Professional Services)						
	Landscape Architect Design Fees, Project Constrution Administration Fees, Misc.			**1**	5% Allowance	**$28,750.00**
	Engineering / Architect Design Fees, Project Administration Fees, Misc.			**1**	5% Allowance	**$28,750.00**
Public Parkland, 100% Reimbursement [Public Access, Public Maintained]						
N/A	None Proposed					
Private Parkland, 50% Reimbursement For Construction Cost						
Neighborhood Amenity Construction Cost Offsets						
	Pool				Estimate/Allowance	$575,000.00
					Total Private Parkland Design Cost:	$57,500.00
					Total Private Parkland Cost (Design + Construction):	**$632,500.00**

Parkland Offset Summary

Total Parkland Impact Fees	**$1,114,736.00**
Maximum Parkland Offset Eligibility (Max 50% of Total Parkland Impact Fee):	**$557,368.00**
Total Proposed Parkland Expenditure	**$632,500.00**
Maximum Eligible Reimbursement	**$557,368.00**

File #: 21-0267

DATE: March 19, 2025

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
Chelsea Randolph, Principal Planner

SUBJECT:
*Consideration Of Ordinance 2025-05, An Ordinance To Rezone 0.89 Acres From General Office (GO) District To Planned (PD 6,900) District For The Property Located For The Property Located East Of Jordan Road And North Of Murfreesboro Road, Located At 903 Murfreesboro Road. (Cook PUD Subdivision). Establishing A Public Hearing On May 13, 2025
FMPC 3/27/25, 9-0

PURPOSE:

PROJECT INFORMATION
COF Project Number: 8709
Applicant: Greg Gamble, Gamble Design Collaborative
Owner: Charley Redmond, SH PROP LLC

BACKGROUND/STAFF COMMENTS:
The applicant has submitted a rezoning request for the .89 acres located east of Jordan Road and north of Murfreesboro Road at 903 Murfreesboro Road. The applicant is requesting to rezone from General Office (GO) District to Planned (PD 6,900) District to accommodate the proposed Cook PUD Subdivision which houses the non-profit business, Show Hope. The development shows an existing 6,900 square feet building of nonresidential space and there are no proposed changes to the site with the associated development plan, only a modification of standard for signage.

The development is within the Regional Commerce design concept and this design concept states, "Regional Commerce should transition in intensity and scale across this design concept. Higher-intensity uses should be located closer to the I-65 interchanges and major thoroughfares, with less-intensive uses transitioning to established residential areas." The existing development establishes the transition that Envision Franklin refers to between higher-intensity uses and residential, meeting the guiding principles of the design concept of Envision Franklin for this area.

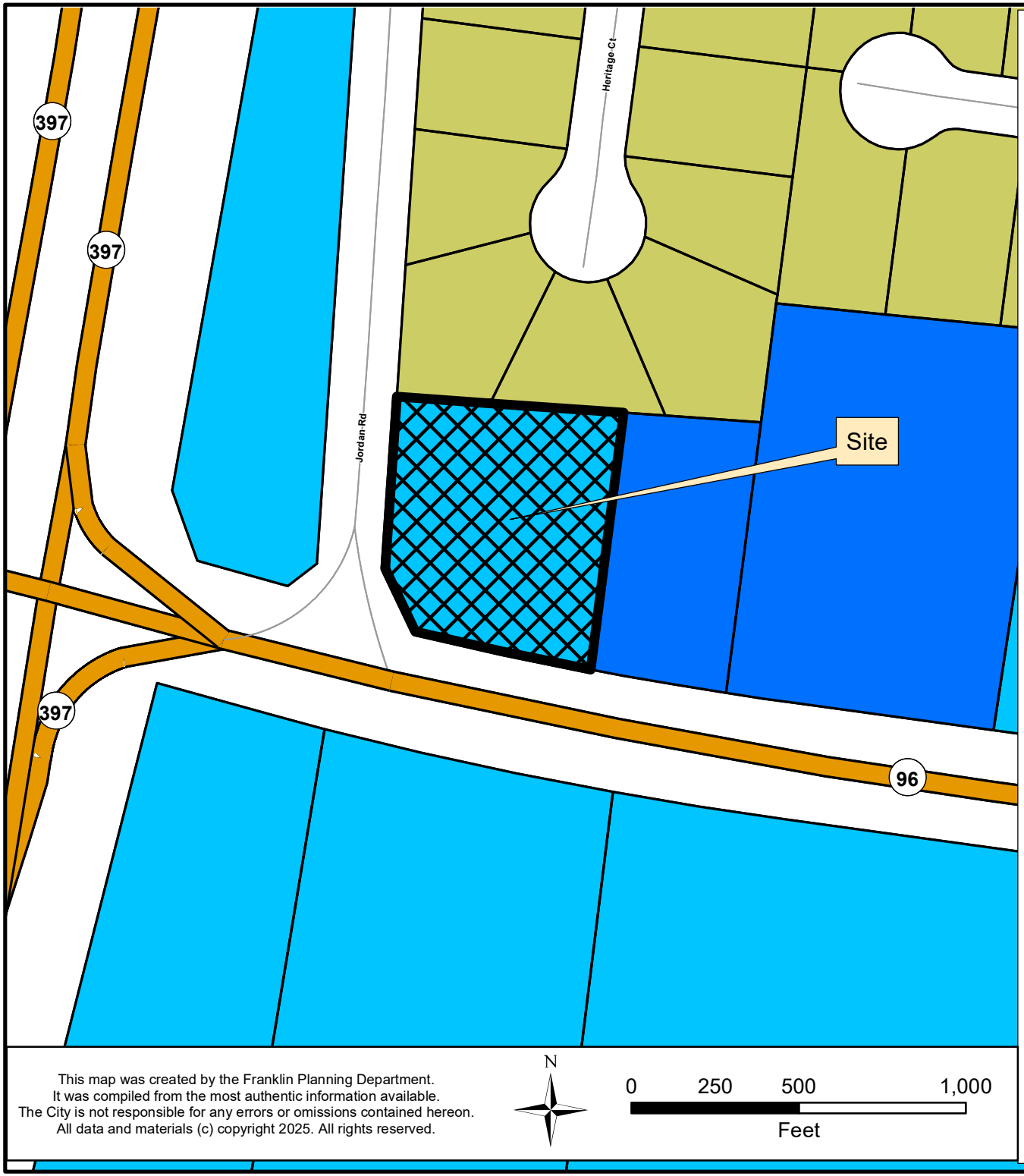
PROCEDURAL REQUIREMENTS:
1. The City's project identification number shall be included on all correspondence with any City department relative to this project.

FINANCIAL IMPACT:
Unknown.

RECOMMENDATION:

Franklin Municipal Planning Commission recommends approval of Ordinance 2025-05 by a vote of 9-0.

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2025-05.



COOK PUD SUBDIVISION
ORDINANCE 2025-05
RESOLUTION 2025-23

Project Information
Existing Zoning: General Office District
Proposed Zoning: Planned (PD 6,900) District
Overlay Districts: None
Site Acreage: 0.89 acres
Proposed Dwelling Units: No new units proposed
Proposed Nonresidential SF: No new SF proposed

Legend

- Cook PUD Subdivision
- 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 District
- CC Central Commercial District
- DD Downtown District
- 1ST Avenue District
- 5TH Avenue District
- RC4 Regional Commerce 4 District
- RC6 Regional Commerce 6 District
- RC12 Regional Commerce 12 District
- GO General Office District
- LI Light Industrial District
- HI Heavy Industrial District

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It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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0 250 500 1,000
Feet

HISTORIC FRANKLIN TENNESSEE

ORDINANCE 2025-05

AN ORDINANCE TO REZONE 0.89 ACRES FROM GENERAL OFFICE (GO) DISTRICT TO PLANNED (PD 6,900) DISTRICT FOR THE PROPERTY LOCATED FOR THE PROPERTY LOCATED EAST OF JORDAN ROAD AND NORTH OF MURFREESBORO ROAD, LOCATED AT 903 MURFREESBORO ROAD. (COOK PUD SUBDIVISION)

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

WHEREAS, the Planned (PD 6,900) District provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, adopted Resolution 2025-23, approving a Planned Unit Development (PUD) Development Plan as required by the Franklin Zoning Ordinance; and

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

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of General Office (GO) District to Planned (PD 6,900) District:

PREMISES CONSIDERED

Map-Parcel	Acres
079H-E00200	0.89
Total	0.89

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 _____, 2025.

ATTEST:

By: _____
Angie Skarp
City Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Law Dept approved 03.18.25

Approved as to form by:

_____

Shauna R. Billingsley
City Attorney

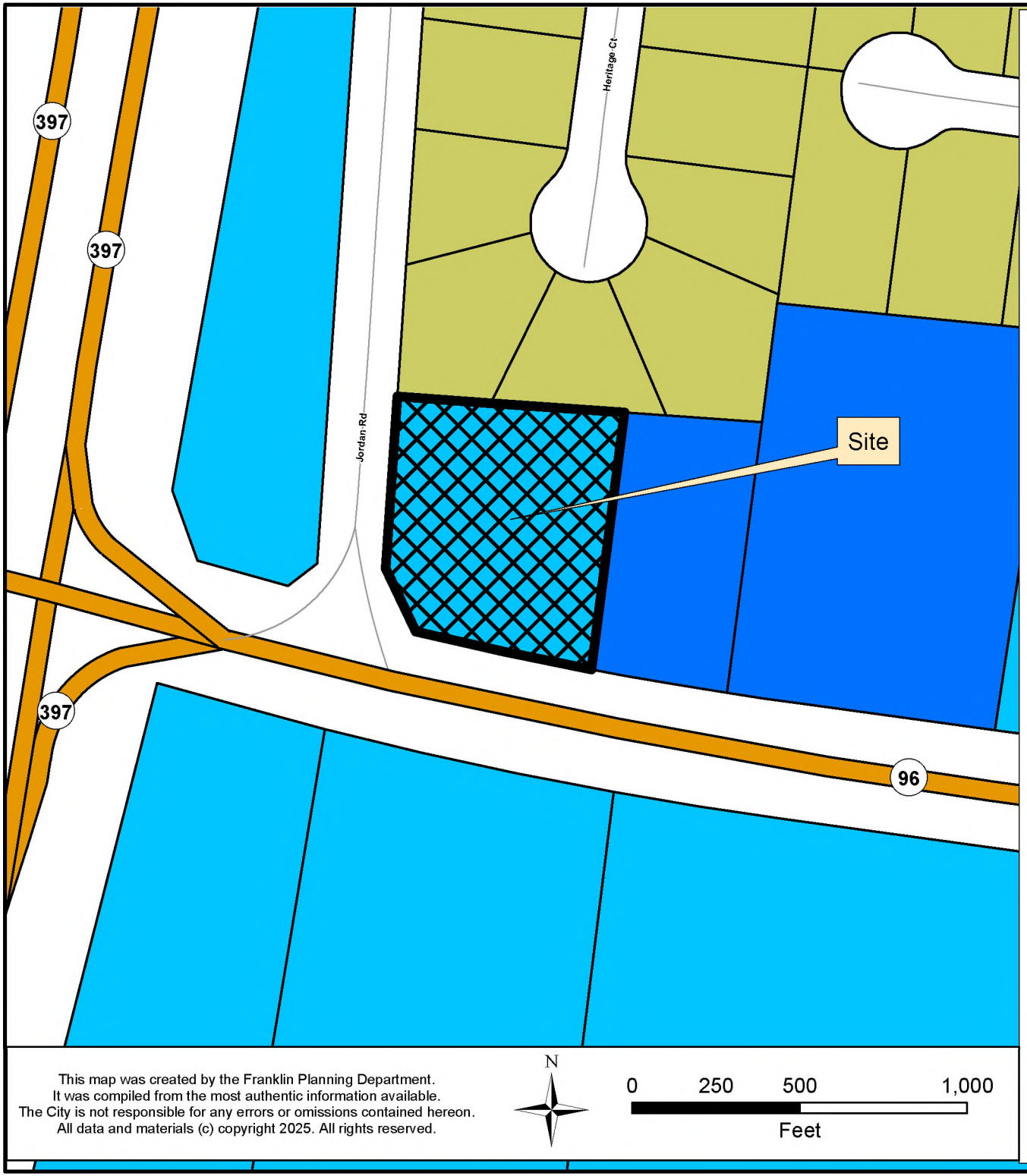
PLANNING COMMISSION RECOMMENDED: _____

PASSED FIRST READING: _____

PUBLIC HEARING HELD: _____

PASSED SECOND READING: _____

PASSED THIRD READING: _____



COOK PUD SUBDIVISION
ORDINANCE 2025-05
RESOLUTION 2025-23

Project Information
Existing Zoning: General Office District
Proposed Zoning: Planned (PD 6,900) District
Overlay Districts: None
Site Acreage: 0.89 acres
Proposed Dwelling Units: No new units proposed
Proposed Nonresidential SF: No new SF proposed

Legend

- Cook PUD Subdivision
- 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 District
- CC Central Commercial District
- DD Downtown District
- 1ST Avenue District
- 5TH Avenue District
- RC4 Regional Commerce 4 District
- RC6 Regional Commerce 6 District
- RC12 Regional Commerce 12 District
- GO General Office District
- LI Light Industrial District
- HI Heavy Industrial District

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Feet

HISTORIC FRANKLIN TENNESSEE

COOK PUD SUBDIVISION

REZONING
PD (6,900)

903 MURFREESBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

MODIFICATION OF STANDARDS (see sheet C0.1)

MOS REQUEST 1 - 15.1.6.A SIGNS - GENERAL PROVISIONS - TO PERMIT HALO LIGHTING FOR WALL AND MONUMENT SIGNAGE

OWNER:
SHOW HOPE
CONTACT: CHARLEY REDMOND
903 MURFREESBORO RD
FRANKLIN, TN 37064
(615) 604-0822
charley@showhope.com

APPLICANT & LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
CONTACT: GREG GAMBLE
324 LIBERTY PIKE, SUITE 145
FRANKLIN, TN
(615) 975-5765
greg.gamble@gdc-tn.com



NOT TO SCALE

SITE DATA CHART

PROJECT NAME:	COOK PUD SUBDIVISION, REZONING
NUMBER:	8709
ADDRESS:	903 MURFREESBORO RD FRANKLIN, TN 37064
PARCEL(S):	079H E 00200
ACREAGE / SF OF SITE:	0.89 AC / 38,768 SF
VESTING:	ZONING ORDINANCE: JANUARY 1ST, 2025
BASE ZONING:	GENERAL OFFICE DISTRICT
PROPOSED ZONING:	PLANNED DEVELOPMENT
ZONING OVERLAY:	NONE
ENVISION FRANKLIN DESIGN CONCEPT:	REGIONAL COMMERCE
BUILDING TYPES APPLIED:	OFFICE
LEGAL DESCRIPTION:	LOT 2, COOK SUBDIVISION BOOK 8, PAGE 92
FRONTAGE TYPES APPLIED:	LANDSCAPE FRONTAGE
EXISTING SETBACKS:	
FRONT:	25 FEET
SIDE:	25 FEET
REAR:	10 FEET
BUILDING:	35 FEET
PROPOSED SETBACKS:	
FRONT:	25 FEET
SIDE:	15 FEET
REAR:	10 FEET
BUILDING:	30 FEET
DWELLING UNIT COUNT:	NONE
COMMERCIAL SF (BY USE):	6,900 SF OFFICE
BUILDING HEIGHT:	1 STORY BUILDING
MINIMUM LSA:	7,753.6 SF (20%)
PROVIDED LSA:	14,808.9 SF (38.2%)
OPEN SPACE:	PER SECTION 11.1.1, THIS SITE DOES NOT MEET THE MINIMUM STANDARDS REQUIRING OPEN SPACE AREAS.
TREE CANOPY RETENTION ACREAGE:	
EXISTING:	4,297.3 SF (11.1% OF EXISTING SITE)
REQUIRED:	1,117.3 SF (26% OF EXISTING TREE CANOPY)
PROVIDED:	4,297.3 SF (100% OF EXISTING TREE CANOPY)
PARKING REQUIRED (BY USE):	21 (3 SPACES / 1,000 SF; OFFICE)
PARKING PROVIDED (BY USE):	27 (3.9 SPACES / 1,000 SF; OFFICE)
HISTORIC RESOURCE TREATMENT:	NO
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	3020 STANSBERRY LANE, SUITE 201 FRANKLIN, TN 37069
PHONE:	(615) 975-5765
SIDE:	greg.gamble@gdc-tn.com
CONTACT:	GREG GAMBLE

SHEET INDEX

C0.0 COVER
C0.2 SITE PLAT
C1.0 EXISTING CONDITIONS

PURPOSE STATEMENT

THE PURPOSE OF THIS SUBMITTAL IS TO ALLOW FOR A MODIFICATION OF THE CITY OF FRANKLIN'S SIGN STANDARD 15.1.6.A ON PAGE C0.1. PLEASE NOTE THAT THE EXISTING BUILDING IS TO REMAIN AND NO CHANGES ARE PROPOSED TO THE EXISTING SITE LAYOUT.

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN.
5 EMPLOYEES X 20 GPD = 100 GPD

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

REPURIFIED (REUSE) WATER FACILITIES
NOT AVAILABLE

STREET NETWORK
THIS SITE SITS AT THE NORTHEAST CORNER OF THE INTERSECTION OF MAJOR ARTERIAL MURFREESBORO ROAD AND LOCAL STREET JORDAN ROAD. DAILY ACCESS IS PROVIDED BY DIRECT CONNECTION TO EACH OF THESE ROADS.

DRAINGAGE FACILITIES
THE PROPERTY DRAINS PRIMARILY NORTH ALONG JORDAN ROAD TO THE ROYAL BRANCH OF NORTH EWINGVILLE CREEK, AND THEN ON TO THE HARPETH RIVER.

POLICE AND FIRE DEPARTMENT
FRANKLIN FIRE DEPT STATION #2 – 0.1 MILES DRIVING DISTANCE
FRANKLIN POLICE HEADQUARTERS – 2.1 MILES DRIVING DISTANCE

RECREATIONAL FACILITIES
PINKERTON PARK – 1.3 MILES
FORT GRANGER – 1.38 MILES

PROJECTED STUDENT POPULATION
N/A, COMMERCIAL USE

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE

VESTING DEVELOPMENT STANDARDS:

DEVELOPMENT STANDARD	VERSION/DATE
ZONING ORDINANCE	7.1.2024
SUBDIVISION REGULATIONS	1.1.2022
HISTORIC DISTRICT DESIGN GUIDELINES	5.30.2022
TRANSPORTATION & STREET TECH. STANDARDS	7.1.2021
STORMWATER BMP MANUAL	7.1.2021
TECHNICAL SPECIFICATIONS FOR UTILITY	10.12.2020
MUNICIPAL CODE	12.2.2024

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.

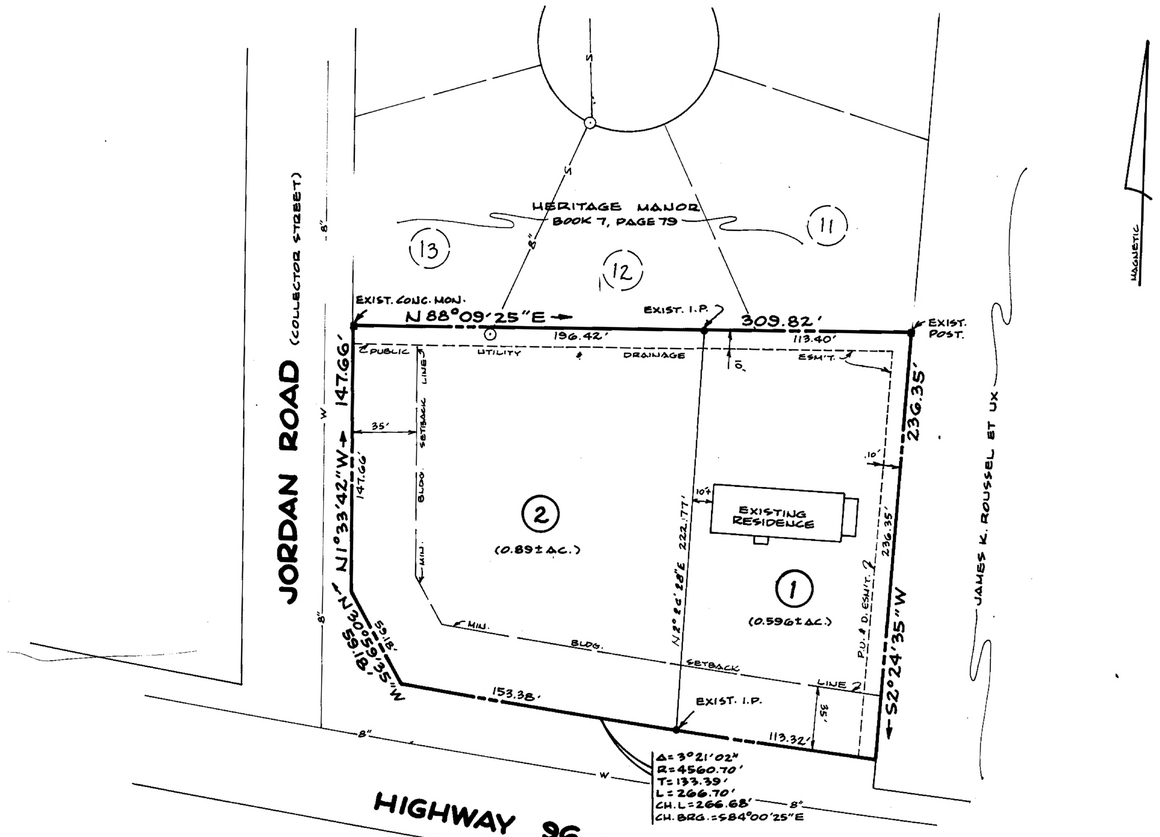
- INITIAL SUBMITTAL: 02/10/2025
- RESUBMITTAL: 03/06/2025

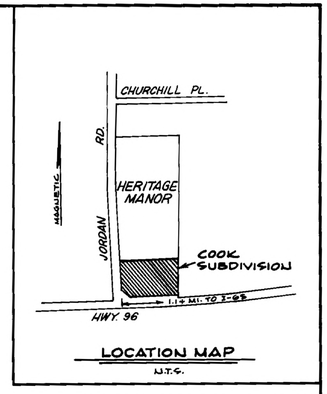


DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE
www.gdc-tn.com

NOTES

1. MINIMUM YARD REQUIREMENTS (UNLESS OTHERWISE NOTED):
   SIDE YARD: 10' - 1 & 2 STORY
   15' - 3 STORY
   REAR YARD: 30'





LOCATION MAP
N.T.S.

FOR REFERENCE ONLY

OWNERS
CROSS PROPERTIES
114 3RD AVENUE, SOUTH
FRANKLIN, TENNESSEE 37064

SURVEYOR
ANDERSON-DELK & ASSOCIATES
4741 TROUSDALE DRIVE
NASHVILLE, TENNESSEE 37220

NOTE:
THIS IS A CLASS A SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1:10,000.

REGISTERS OFFICE
(STATE OF TENNESSEE) WILLIAMSON COUNTY
Received for record the _____ day of _____
19__ at ____ o'clock ____ M Noted in Note Book _____
page ____ and recorded in _____ Book no _____
page _____ Fee $ _____
WITNESS MY HAND JIMMIE D. BENNETT JR _____ Register

WILLIAMSON COUNTY, TENNESSEE
10:1[illegible] A 13 [illegible] 83
8 92
1000
49879
FRANKLIN, WILLIAMSON CO., TENNESSEE

8/92
MAY 17, 1983

CERTIFICATE OF OWNERSHIP AND DEDICATION
I(WE) HEREBY CERTIFY THAT I AM/WE ARE THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCE IN BOOK 348, PAGE 420, REGISTERS OFFICE OF WILLIAMSON CO TENN. AND THAT I(WE) HEREBY ADOPT THIS PLAN OF SUBDIVISIONS WITH MY (OUR) FREE CONSENT ESTABLISHED THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATED ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.
6-13 DATE 19 83
J W Cross, III
CROSS PROPERTIES, OWNER

CERTIFICATE OF ACCURACY
I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE CITY OF FRANKLIN, TENNESSEE REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON
6-13 DATE 19 83
W. [illegible] Anderson
REGISTERED ENG OR SURVEYOR

CERTIFICATION OF THE APPROVAL OF STREETS AND UTILITIES
I HEREBY CERTIFY (1) THAT STREETS, UTILITIES & OTHER IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY SPECIFICATIONS IN THE SUBDIVISION ENTITLED: COOK SUBDIVISION OR THAT A SECURITY BOND IN THE AMOUNT OF $ -0- HAS BEEN POSTED WITH THE PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT. 6/13 DATE 19 83
SUPT. OF STREETS CITY OF FRANKLIN

CERTIFICATION OF THE APPROVAL OF WATER AND SEWERAGE SYSTEM
I HEREBY CERTIFY THAT THE WATER SUPPLY AND OR SEWAGE DISPOSAL UTILITY SYSTEM OR SYSTEMS INSTALLED OR PROPOSED FOR INSTALLATION IN THE SUBDIVISION PLAT ENTITLED: COOK SUBDIVISION FULLY MEET THE REQUIREMENTS OF THE TENNESSEE STATE HEALTH DEPARTMENT AND ARE HEREBY APPROVED AS SHOWN.
Ted Castle 6/13/83
SUPT. OF WATER & SEWER DEPT. CITY OF FRANKLIN

CERTIFICATE OF APPROVAL FOR RECORDING
I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR CITY OF FRANKLIN, TENNESSEE WITH THE EXCEPTION OF SUCH VARIANCES IF ANY AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE WILLIAMSON CO REGISTER
Bob Martin 19 6/27/83
DATE

FINAL PLAT
COOK SUBDIVISION

FRANKLIN MUNICIPAL PLANNING COMMISSION

TOTAL ACRES 1.486± TOTAL LOTS 2
ACRES NEW ROAD 0 FEET OF NEW ROAD 0
OWNER CROSS PROPERTIES CIVIL DISTRICT 9TH
SURVEYOR ANDERSON-DELK & ASSOC. CLOSURE ERROR 1:17,000
SCALE 1" = '50' 50 0 50 100

78-150

DIETZGEN 196-1 AGEPROOF

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE
SHOW HOPE

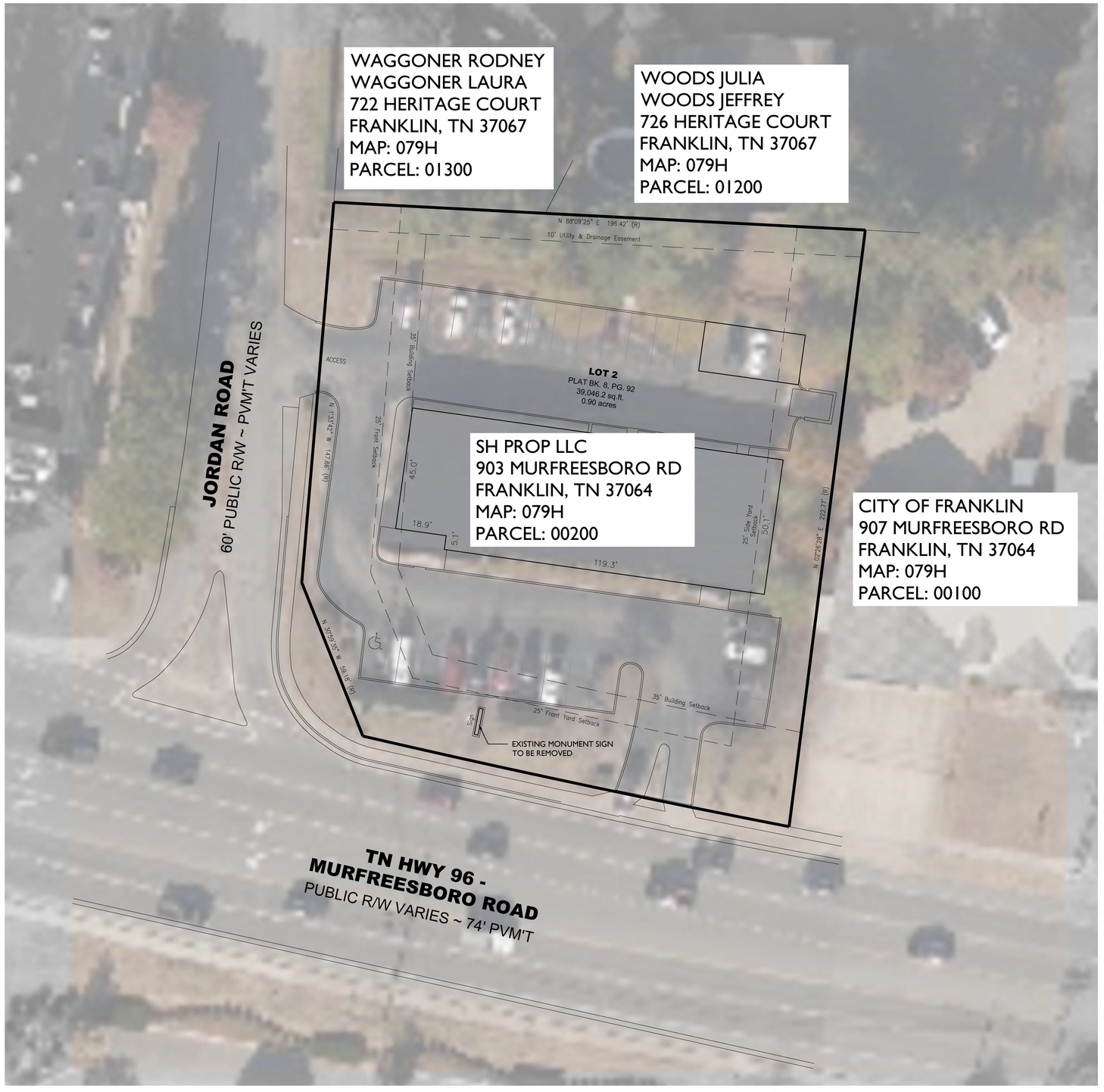
COOK PUD SUBDIVISION
REZONING
903 MURFREESBORO ROAD

TENNESSEE REGISTERED LANDSCAPE ARCHITECT
2/6/25

REVISION DATE
△
△
△
△
△

EXISTING PLAT

SHEET
C0.2
COF #
8709



SITE DATA CHART

PROJECT NAME:	COOK PUD SUBDIVISION, REZONING
NUMBER:	8709
ADDRESS:	903 MURFREESBORO RD FRANKLIN, TN 37064
PARCEL(S):	079H E 00200
ACREAGE / SF OF SITE:	0.89 AC / 38,768 SF
VESTING:	ZONING ORDINANCE: JANUARY 1ST, 2025
BASE ZONING:	GENERAL OFFICE DISTRICT
PROPOSED ZONING:	PLANNED DEVELOPMENT
ZONING OVERLAY:	NONE
ENVISION FRANKLIN DESIGN CONCEPT:	REGIONAL COMMERCE
BUILDING TYPES APPLIED:	OFFICE
LEGAL DESCRIPTION:	LOT 2, COOK SUBDIVISION BOOK 8, PAGE 92
FRONTAGE TYPES APPLIED:	LANDSCAPE FRONTAGE
EXISTING SETBACKS:	
FRONT:	25 FEET
SIDE:	25 FEET
REAR:	10 FEET
BUILDING:	35 FEET
PROPOSED SETBACKS:	
FRONT:	25 FEET
SIDE:	15 FEET
REAR:	10 FEET
BUILDING:	30 FEET
DWELLING UNIT COUNT:	NONE
COMMERCIAL SF (BY USE):	6,900 SF OFFICE
BUILDING HEIGHT:	1 STORY BUILDING
MINIMUM LSA:	7,753.6 SF (20%)
PROVIDED LSA:	14,808.9 SF (38.2%)
OPEN SPACE:	PER SECTION 11.1.1, THIS SITE DOES NOT MEET THE MINIMUM STANDARDS REQUIRING OPEN SPACE AREAS.
TREE CANOPY RETENTION ACREAGE:	
EXISTING:	4,297.3 SF (11.1% OF EXISTING SITE)
REQUIRED:	1,117.3 SF (26% OF EXISTING TREE CANOPY)
PROVIDED:	4,297.3 SF (100% OF EXISTING TREE CANOPY)
PARKING REQUIRED (BY USE):	21 (3 SPACES / 1,000 SF; OFFICE)
PARKING PROVIDED (BY USE):	27 (3.9 SPACES / 1,000 SF; OFFICE)
HISTORIC RESOURCE TREATMENT:	NO

APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	3020 STANSBERRY LANE, SUITE 201 FRANKLIN, TN 37069
PHONE:	(615) 975-5765
SIDE:	greg.gamble@gdc-tn.com
CONTACT:	GREG GAMBLE

EXISTING TO BE REMOVED

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

SHOW HOPE

COOK PUD SUBDIVISION
REZONING
903 MURFREESBORO RD

STATE OF TENNESSEE
REGISTERED
LANDSCAPE ARCHITECT
3/6/25

REVISION DATE
1. _____
2. _____
3. _____
4. _____
5. _____

EXISTING CONDITIONS

SHEET
C1.0
COF #
8709

COOK PUD SUBDIVISION

REZONING
PD (6,900)

903 MURFREESBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

MODIFICATION OF STANDARDS (see sheet C0.1)

MOS REQUEST 1 - 15.1.6.A SIGNS - GENERAL PROVISIONS - TO PERMIT HALO LIGHTING FOR WALL AND MONUMENT SIGNAGE

OWNER:
SHOW HOPE
CONTACT: CHARLEY REDMOND
903 MURFREESBORO RD
FRANKLIN, TN 37064
(615) 604-0822
charley@showhope.com

APPLICANT & LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
CONTACT: GREG GAMBLE
324 LIBERTY PIKE, SUITE 145
FRANKLIN, TN
(615) 975-5765
greg.gamble@gdc-tn.com



N NOT TO SCALE

SITE DATA CHART

PROJECT NAME:	COOK PUD SUBDIVISION, REZONING
NUMBER:	8709
ADDRESS:	903 MURFREESBORO RD FRANKLIN, TN 37064
PARCEL(S):	079H E 00200
ACREAGE / SF OF SITE:	0.89 AC / 38,768 SF
VESTING:	ZONING ORDINANCE: JANUARY 1ST, 2025
BASE ZONING:	GENERAL OFFICE DISTRICT
PROPOSED ZONING:	PLANNED DEVELOPMENT
ZONING OVERLAY:	NONE
ENVISION FRANKLIN DESIGN CONCEPT:	REGIONAL COMMERCE
BUILDING TYPES APPLIED:	OFFICE
LEGAL DESCRIPTION:	LOT 2, COOK SUBDIVISION BOOK 8, PAGE 92
FRONTAGE TYPES APPLIED:	LANDSCAPE FRONTAGE
EXISTING SETBACKS:	
FRONT:	25 FEET
SIDE:	25 FEET
REAR:	10 FEET
BUILDING:	35 FEET
PROPOSED SETBACKS:	
FRONT:	25 FEET
SIDE:	15 FEET
REAR:	10 FEET
BUILDING:	30 FEET
DWELLING UNIT COUNT:	NONE
COMMERCIAL SF (BY USE):	6,900 SF OFFICE
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APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	3020 STANSBERRY LANE, SUITE 201 FRANKLIN, TN 37069
PHONE:	(615) 975-5765
SIDE:	greg.gamble@gdc-tn.com
CONTACT:	GREG GAMBLE

SHEET INDEX

C0.0 COVER
C0.2 SITE PLAT
C1.0 EXISTING CONDITIONS

PURPOSE STATEMENT

THE PURPOSE OF THIS SUBMITTAL IS TO ALLOW FOR A MODIFICATION OF THE CITY OF FRANKLIN'S SIGN STANDARD 15.1.6.A ON PAGE C0.1. PLEASE NOTE THAT THE EXISTING BUILDING IS TO REMAIN AND NO CHANGES ARE PROPOSED TO THE EXISTING SITE LAYOUT.

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN.
5 EMPLOYEES X 20 GPD = 100 GPD

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

REPURIFIED (REUSE) WATER FACILITIES
NOT AVAILABLE

STREET NETWORK
THIS SITE SITS AT THE NORTHEAST CORNER OF THE INTERSECTION OF MAJOR ARTERIAL MURFREESBORO ROAD AND LOCAL STREET JORDAN ROAD. DAILY ACCESS IS PROVIDED BY DIRECT CONNECTION TO EACH OF THESE ROADS.

DRAINGAGE FACILITIES
THE PROPERTY DRAINS PRIMARILY NORTH ALONG JORDAN ROAD TO THE ROYAL BRANCH OF NORTH EWINGVILLE CREEK, AND THEN ON TO THE HARPETH RIVER.

POLICE AND FIRE DEPARTMENT
FRANKLIN FIRE DEPT STATION #2 – 0.1 MILES DRIVING DISTANCE
FRANKLIN POLICE HEADQUARTERS – 2.1 MILES DRIVING DISTANCE

RECREATIONAL FACILITIES
PINKERTON PARK – 1.3 MILES
FORT GRANGER – 1.38 MILES

PROJECTED STUDENT POPULATION
N/A, COMMERCIAL USE

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE

VESTING DEVELOPMENT STANDARDS:

DEVELOPMENT STANDARD	VERSION/DATE
ZONING ORDINANCE	7.1.2024
SUBDIVISION REGULATIONS	1.1.2022
HISTORIC DISTRICT DESIGN GUIDELINES	5.30.2022
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STORMWATER BMP MANUAL	7.1.2021
TECHNICAL SPECIFICATIONS FOR UTILITY	10.12.2020
MUNICIPAL CODE	12.2.2024

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.

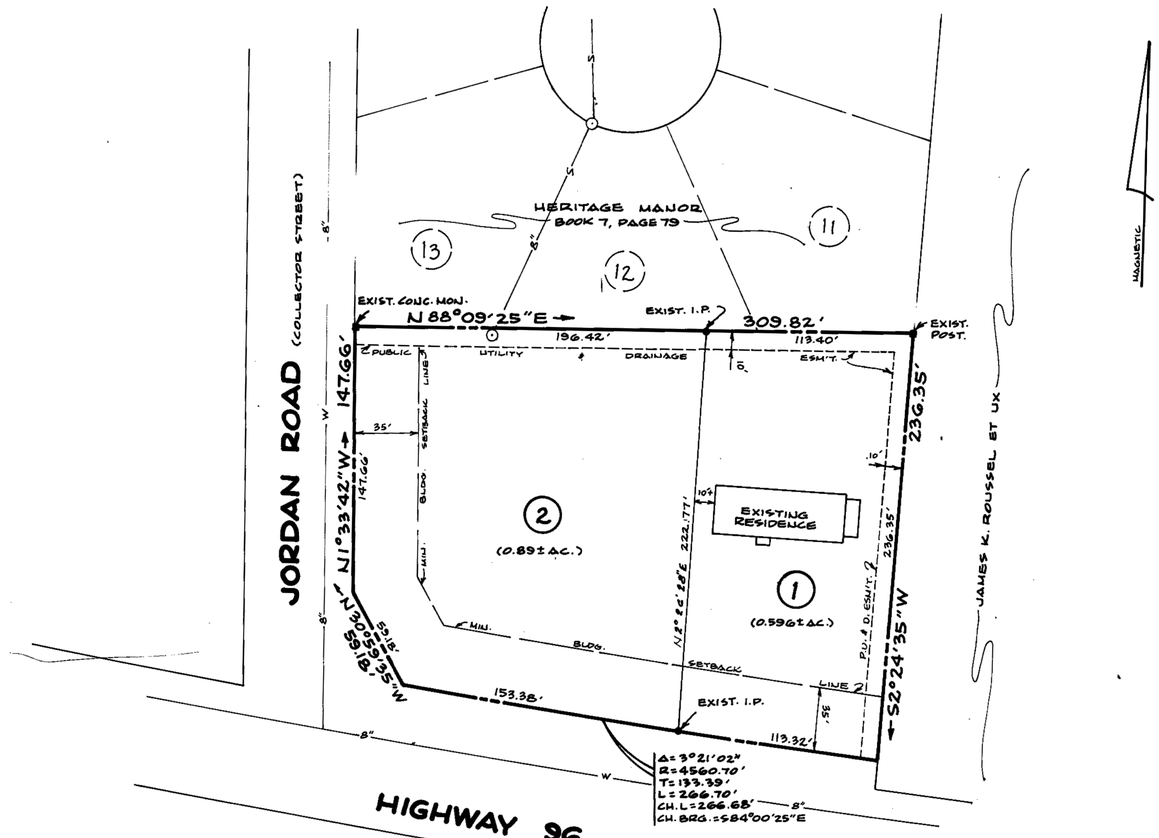
- INITIAL SUBMITTAL: 02/10/2025
- RESUBMITTAL: 03/06/2025

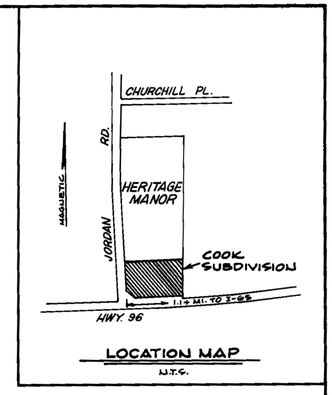


DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE
www.gdc-tn.com

NOTES

1. MINIMUM YARD REQUIREMENTS (UNLESS OTHERWISE NOTED):
   SIDE YARD: 10' - 1 & 2 STORY
   15' - 3 STORY
   REAR YARD: 30'





FOR REFERENCE ONLY

OWNERS

CROSS PROPERTIES
114 3RD AVENUE, SOUTH
FRANKLIN, TENNESSEE 37064

SURVEYOR

ANDERSON-DELK & ASSOCIATES
4741 TROUSDALE DRIVE
NASHVILLE, TENNESSEE 37220

NOTE:
THIS IS A CLASS A SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1:10,000.

REGISTERS OFFICE
(STATE OF TENNESSEE) WILLIAMSON COUNTY
Received for record the ____ day of ____
19__ at ____ o'clock ____ M Noted in Note Book ____
page ____ and recorded in ____ Book no ____
page ____ Fee $ ____
WITNESS MY HAND JIMMIE D. BENNETT JR
Register

WILLIAMSON COUNTY, STATE OF TENNESSEE
10:11 A.M. 13 3 Duly 83
Book A 8 92
Fee $ 1000
498 89
FRANKLIN, WILLIAMSON CO., TENNESSEE
8/92
MAY 17, 1983

FINAL PLAT
COOK SUBDIVISION

CERTIFICATE OF OWNERSHIP AND DEDICATION	CERTIFICATE OF ACCURACY	CERTIFICATION OF THE APPROVAL OF STREETS AND UTILITIES	CERTIFICATION OF THE APPROVAL OF WATER AND SEWERAGE SYSTEM	CERTIFICATE OF APPROVAL FOR RECORDING
I(WE) HEREBY CERTIFY THAT I AM/WE ARE THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCE IN BOOK 348, PAGE 420, REGISTERS OFFICE OF WILLIAMSON CO. TENN. AND THAT I(WE) HEREBY ADOPT THIS PLAN OF SUBDIVISIONS WITH MY (OUR) FREE CONSENT ESTABLISHED THE MINIMIN BUILDING RESTRICTION LINES AND DEDICATED ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. 6-13 DATE 19 85 J W Cross, III CROSS PROPERTIES, OWNER	I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE CITY OF FRANKLIN, TENNESSEE REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON 6-13 DATE 19 83 W. Stephen W. Anderson REGISTERED ENG OR SURVEYOR	I HEREBY CERTIFY (1) THAT STREETS, UTILITIES & OTHER IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY SPECIFICATIONS IN THE SUBDIVISION ENTITLED: COOK SUBDIVISION OR THAT A SECURITY BOND IN THE AMOUNT OF $ -0- HAS BEEN POSTED WITH THE PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT. 6/13 DATE 19 83 SUPT. OF STREETS CITY OF FRANKLIN	I HEREBY CERTIFY THAT THE WATER SUPPLY AND OR SEWAGE DISPOSAL UTILITY SYSTEM OR SYSTEMS INSTALLED OR PROPOSED FOR INSTALLATION IN THE SUBDIVISION PLAT ENTITLED: COOK SUBDIVISION FULLY MEET THE REQUIREMENTS OF THE TENNESSEE STATE HEALTH DEPARTMENT AND ARE HEREBY APPROVED AS SHOWN. Ted Cook 6/13/83 SUPT. OF WATER & SEWER DEPT. CITY OF FRANKLIN	I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR CITY OF FRANKLIN, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE WILLIAMSON CO. REGISTER Bob Martin 19 6/27/83 DATE

FRANKLIN MUNICIPAL PLANNING COMMISSION

TOTAL ACRES 1.486± TOTAL LOTS 2
ACRES NEW ROAD 0 FEET OF NEW ROAD 0
OWNER CROSS PROPERTIES CIVIL DISTRICT 9TH
SURVEYOR ANDERSON-DELK & ASSOC. CLOSURE ERROR 1:17,000
SCALE 1" = 50' 50 0 50 100

78-150

DIETZGEN 118-1 AGEPROOF

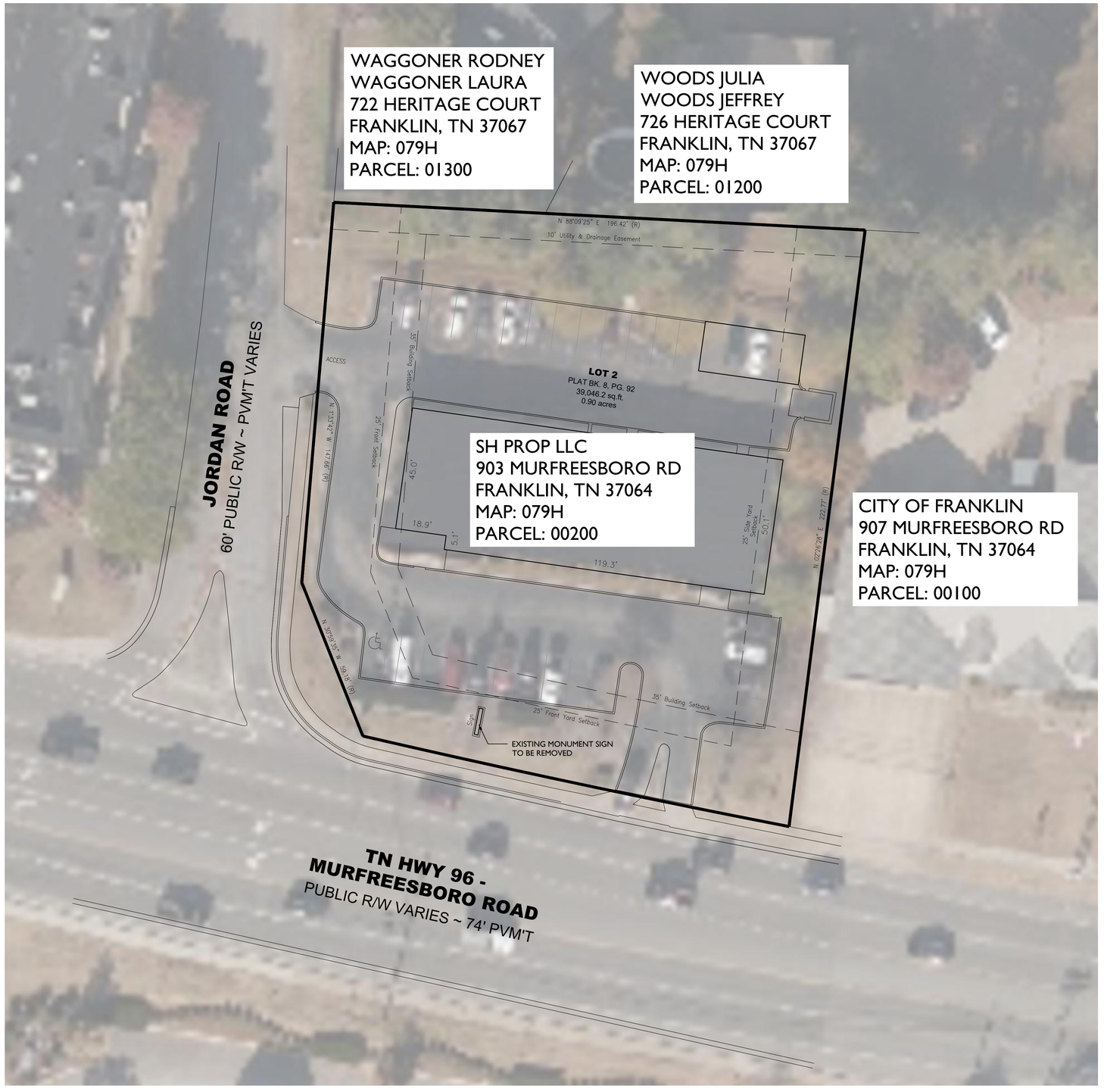
GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE
SHOW HOPE

COOK PUD SUBDIVISION
REZONING
903 MURFREESBORO ROAD

REVISION DATE
△
△
△
△
△

EXISTING PLAT

SHEET
C0.2
COF #



SITE DATA CHART

PROJECT NAME:	COOK PUD SUBDIVISION, REZONING
NUMBER:	8709
ADDRESS:	903 MURFREESBORO RD FRANKLIN, TN 37064
PARCEL(S):	079H E 00200
ACREAGE / SF OF SITE:	0.89 AC / 38,768 SF
VESTING:	ZONING ORDINANCE: JANUARY 1ST, 2025
BASE ZONING:	GENERAL OFFICE DISTRICT
PROPOSED ZONING:	PLANNED DEVELOPMENT
ZONING OVERLAY:	NONE
ENVISION FRANKLIN DESIGN CONCEPT:	REGIONAL COMMERCE
BUILDING TYPES APPLIED:	OFFICE
LEGAL DESCRIPTION:	LOT 2, COOK SUBDIVISION BOOK 8, PAGE 92
FRONTAGE TYPES APPLIED:	LANDSCAPE FRONTAGE
EXISTING SETBACKS:	
FRONT:	25 FEET
SIDE:	25 FEET
REAR:	10 FEET
BUILDING:	35 FEET
PROPOSED SETBACKS:	
FRONT:	25 FEET
SIDE:	15 FEET
REAR:	10 FEET
BUILDING:	30 FEET
DWELLING UNIT COUNT:	NONE
COMMERCIAL SF (BY USE):	6,900 SF OFFICE
BUILDING HEIGHT:	1 STORY BUILDING
MINIMUM LSA:	7,753.6 SF (20%)
PROVIDED LSA:	14,808.9 SF (38.2%)
OPEN SPACE:	PER SECTION 11.1.1, THIS SITE DOES NOT MEET THE MINIMUM STANDARDS REQUIRING OPEN SPACE AREAS.
TREE CANOPY RETENTION ACREAGE:	
EXISTING:	4,297.3 SF (11.1% OF EXISTING SITE)
REQUIRED:	1,117.3 SF (26% OF EXISTING TREE CANOPY)
PROVIDED:	4,297.3 SF (100% OF EXISTING TREE CANOPY)
PARKING REQUIRED (BY USE):	21 (3 SPACES / 1,000 SF; OFFICE)
PARKING PROVIDED (BY USE):	27 (3.9 SPACES / 1,000 SF; OFFICE)
HISTORIC RESOURCE TREATMENT:	NO
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	3020 STANSBERRY LANE, SUITE 201 FRANKLIN, TN 37069
PHONE:	(615) 975-5765
SIDE:	greg.gamble@gdc-tn.com
CONTACT:	GREG GAMBLE

EXISTING TO BE REMOVED

N

0' 20' 40' 60'

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

SHOW HOPE

COOK PUD SUBDIVISION
REZONING
903 MURFREESBORO RD

STATE OF TENNESSEE
REGISTERED
LANDSCAPE ARCHITECT
3/6/25

REVISION DATE

EXISTING CONDITIONS

SHEET
C1.0
COF #
8709

File #: 21-0266

DATE: March 19, 2025

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
Chelsea Randolph, Principal Planner

SUBJECT:
Consideration Of Resolution 2025-23, A Resolution Approving A Development Plan For Cook PUD Subdivision With 1 Modification Of Development Standards (Signs), For The Property East Of Jordan Road And North Of Murfreesboro Road, Located At 903 Murfreesboro Road. Establishing A Public Hearing On May 13, 2025
FMPC 3/27/25, 9-0 (MOS 1: 9-0)

PURPOSE:

PROJECT INFORMATION
COF Project Number: 8710
Applicant: Greg Gamble, Gamble Design Collaborative
Owner: Charley Redmond, SH PROP LLC

BACKGROUND/STAFF COMMENTS:
The applicant has submitted a development plan for the Cook PUD Subdivision, which includes one 6,900-square-foot building that houses the non-profit business, Show Hope. The proposed development plan does not contemplate any changes to the existing structure or site. The applicant has requested a development plan and the associated zoning to request a modification of standards to allow for the existing halo sign.

The development is within the Regional Commerce design concept and this design concept states, "Regional Commerce should transition in intensity and scale across this design concept. Higher-intensity uses should be located closer to the I-65 interchanges and major thoroughfares, with less-intensive uses transitioning to established residential areas." The existing development establishes the transition that Envision Franklin refers to between higher-intensity uses and residential, meeting the guiding principles of the design concept of Envision Franklin for this area. The site exceeds the parking requirement and does not meet the minimum standards to require open space.

MODIFICATION OF STANDARDS:

There is 1 Modification of Standards request for this plan.

MOS #1: Request to allow halo lighting for a wall sign on the elevation of the existing building.

Chapter 15.1.6 states, "Internal illumination of signs shall be limited to light emanating only through

the letters, numbers, logos, and accent lines. The remainder of the sign area shall not be illuminated and shall be opaque to prohibit light penetration. The lighting source shall not flash, move, change color, be overly bright, or create a nuisance." The applicant is requesting to allow the existing halo sign to remain. Halo lighting has been requested in other developments and was approved by BOMA most recently with the Goose Creek Bypass PUD Subdivision (In-N-Out). Staff finds that halo signage, with some regulations, is generally appropriate in many areas of Franklin. As such, staff is exploring a Zoning Ordinance Amendment to permit and regulate halo signage. This topic is planned to be on an upcoming Joint Conceptual Workshop agenda for discussion.

Staff recommends approval MOS #1 to the Board of Mayor and Alderman.

PROCEDURAL REQUIREMENTS:

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

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Franklin Municipal Planning Commission recommends approval with conditions of Resolution 2025-23 by a vote of 9-0.

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2025-23, with conditions.

RESOLUTION 2025-23

A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR COOK PUD SUBDIVISION WITH 1 MODIFICATIONS OF DEVELOPMENT STANDARDS (SIGNS), FOR THE PROPERTY LOCATED EAST OF JORDAN ROAD AND NORTH OF MURFREESBORO ROAD, LOCATED AT 903 MURFREESBORO 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 2025-05; 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
079H-E00200	0.89
Total	0.89

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 Cook PUD Subdivision are as follows:

Entitlements	Cook PUD Subdivision
Base Zone District	Planned (PD 6,900) District
Number of Nonresidential Square Footage	6,900 SF
Open Space Requirements	Per Section 11.1.1 this does not meet minimum standards to require open space.

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: **Request to allow Halo Lighting for wall signs.** Approved: _____ Denied: _____	Section 15.1.6 Internal Illumination Internal illumination of signs shall be limited to light emanating only through the letters, numbers, logos, and accent lines. The remainder of the sign area shall not be illuminated and shall be opaque to prohibit light penetration. The lighting source shall not flash, move, change color, be overly bright, or create a nuisance. *Staff recommended Approval.*

SECTION VI. That this Resolution shall take effect from and after the passage of Ordinance 2025-05, 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 _____, 2025.

ATTEST:

By: _____
Angie Skarp
City Recorder

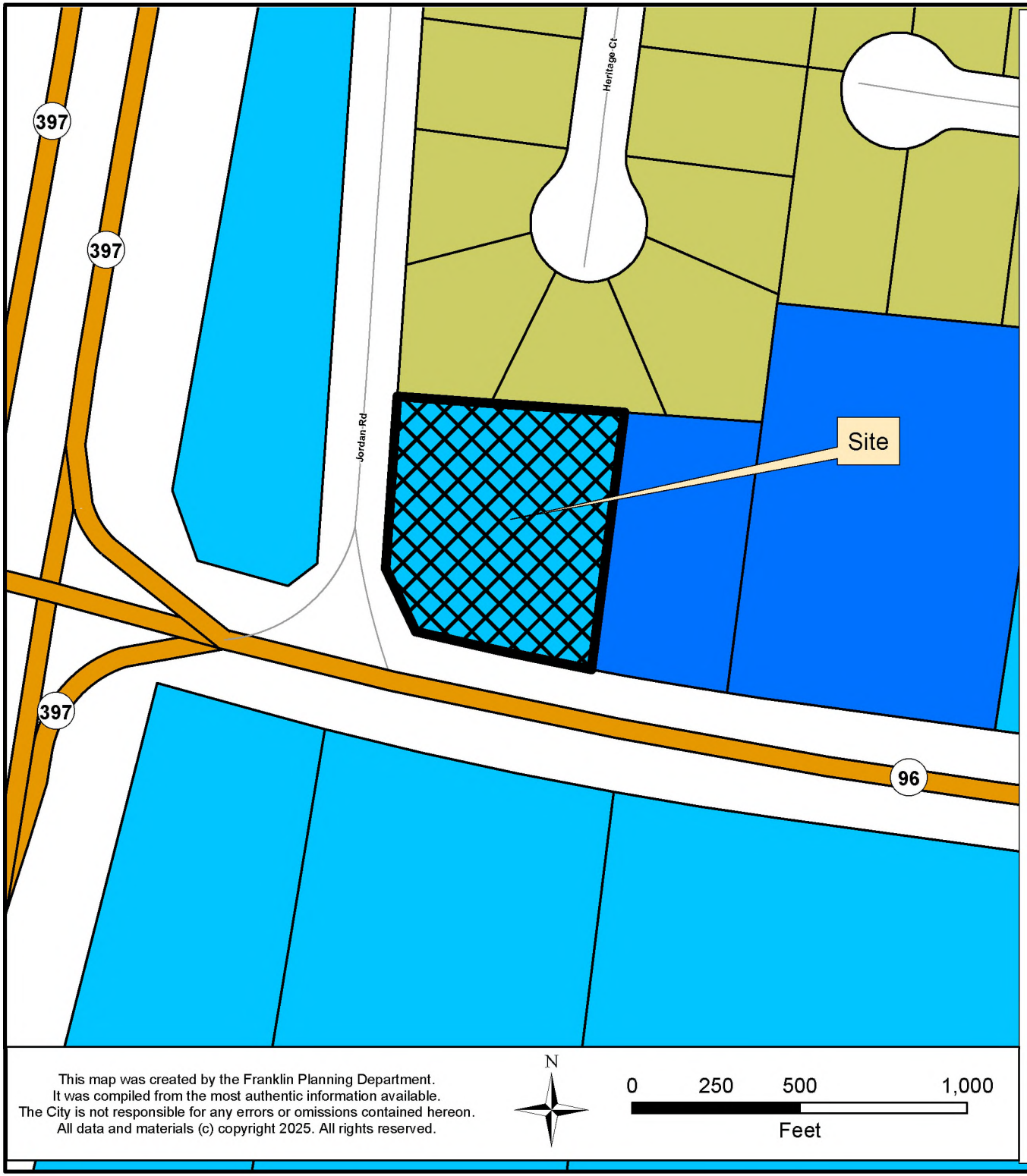
CITY OF FRANKLIN, TENNESSEE:

By:_____
Dr. Ken Moore
Mayor

Approved as to form by:

_____
Shauna R. Billingsley
City Attorney

PREAPPLICATION CONFERENCE:	February 4, 2025
BOMA/FMPC JOINT CONCEPTUAL WORKSHOP:	February 27, 2025
NEIGHBORHOOD MEETING:	WAIVED
PLANNING COMMISSION RECOMMENDED APPROVAL:	_____
PUBLIC HEARING AND BOMA APPROVAL:	_____



COOK PUD SUBDIVISION
ORDINANCE 2025-05
RESOLUTION 2025-23

Project Information
Existing Zoning: General Office District
Proposed Zoning: Planned (PD 6,900) District
Overlay Districts: None
Site Acreage: 0.89 acres
Proposed Dwelling Units: No new units proposed
Proposed Nonresidential SF: No new SF proposed

Legend

- Cook PUD Subdivision
- 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 District
- CC Central Commercial District
- DD Downtown District
- 1ST Avenue District
- 5TH Avenue District
- RC4 Regional Commerce 4 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.
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N

0 250 500 1,000
Feet

HISTORIC FRANKLIN TENNESSEE

COOK PUD SUBDIVISION

DEVELOPMENT PLAN
PD (6,900)

903 MURFREESBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

MODIFICATION OF STANDARDS (see sheet C0.1)

MOS REQUEST 1 - 15.1.6.A SIGNS - GENERAL PROVISIONS - TO PERMIT HALO LIGHTING FOR WALL AND MONUMENT SIGNAGE

SHOW HOPE

OWNER:
SHOW HOPE
CONTACT: CHARLEY REDMOND
903 MURFREESBORO RD
FRANKLIN, TN 37064
(615) 604-0822
charley@showhope.com

APPLICANT & LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
CONTACT: GREG GAMBLE
324 LIBERTY PIKE, SUITE 145
FRANKLIN, TN
(615) 975-5765
greg.gamble@gdc-tn.com



N NOT TO SCALE

SITE DATA CHART

PROJECT NAME:	COOK PUD SUBDIVISION, DEVELOPMENT PLAN
PROJECT NUMBER:	8710
ADDRESS:	903 MURFREESBORO RD FRANKLIN, TN 37064
PARCEL(S):	079H E 00200
ACREAGE / SF OF SITE:	0.89 AC / 38,768 SF
VESTING:	ZONING ORDINANCE: JANUARY 1ST, 2025
BASE ZONING:	GENERAL OFFICE DISTRICT
PROPOSED ZONING:	PLANNED DEVELOPMENT
ZONING OVERLAY:	NONE
ENVISION FRANKLIN DESIGN CONCEPT:	REGIONAL COMMERCE
BUILDING TYPES APPLIED:	OFFICE
LEGAL DESCRIPTION:	LOT 2, COOK SUBDIVISION BOOK 8, PAGE 92
FRONTAGE TYPES APPLIED:	LANDSCAPE FRONTAGE
EXISTING SETBACKS:	
FRONT:	25 FEET
SIDE:	25 FEET
REAR:	10 FEET
BUILDING:	35 FEET:
PROPOSED SETBACKS:	
FRONT:	25 FEET
SIDE:	15 FEET
REAR:	10 FEET
BUILDING:	30 FEET
DWELLING UNIT COUNT:	NONE
COMMERCIAL SF (BY USE):	6,900 SF OFFICE
BUILDING HEIGHT:	1 STORY BUILDING
MINIMUM LSA:	7,753.6 SF (20%)
PROVIDED LSA:	14,808.9 SF (38.2%)
OPEN SPACE:	PER SECTION 11.1.1, THIS SITE DOES NOT MEET THE MINIMUM STANDARDS REQUIRING OPEN SPACE AREAS.
TREE CANOPY RETENTION ACREAGE:	
EXISTING:	4,297.3 SF (11.1% OF EXISTING SITE)
REQUIRED:	1,117.3 SF (26% OF EXISTING TREE CANOPY)
PROVIDED:	4,297.3 SF (100% OF EXISTING TREE CANOPY)
PARKING REQUIRED (BY USE):	21 (3 SPACES / 1,000 SF; OFFICE)
PARKING PROVIDED (BY USE):	27 (3.9 SPACES / 1,000 SF; OFFICE)
HISTORIC RESOURCE TREATMENT:	NO
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	3020 STANSBERRY LANE, SUITE 201 FRANKLIN, TN 37069
PHONE:	(615) 975-5765
SIDE:	greg.gamble@gdc-tn.com
CONTACT:	GREG GAMBLE

SHEET INDEX

C0.0 COVER
C0.1 MODIFICATION OF STANDARDS
C0.2 SITE PLAT

C1.0 EXISTING CONDITIONS

C2.0 DEVELOPMENT PLAN

A1.0 ARCHITECTURAL VIEWS

PURPOSE STATEMENT

THE PURPOSE OF THIS SUBMITTAL IS TO ALLOW FOR A MODIFICATION OF THE CITY OF FRANKLIN'S SIGN STANDARD 15.1.6.A ON PAGE C0.1. PLEASE NOTE THAT THE EXISTING BUILDING IS TO REMAIN AND NO CHANGES ARE PROPOSED TO THE EXISTING SITE LAYOUT.

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN.
5 EMPLOYEES X 20 GPD = 100 GPD

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

REPURIFIED (REUSE) WATER FACILITIES
NOT AVAILABLE

STREET NETWORK
THIS SITE SITS AT THE NORTHEAST CORNER OF THE INTERSECTION OF MAJOR ARTERIAL MURFREESBORO ROAD AND LOCAL STREET JORDAN ROAD. DAILY ACCESS IS PROVIDED BY DIRECT CONNECTION TO EACH OF THESE ROADS.

DRAINGAGE FACILITIES
THE PROPERTY DRAINS PRIMARILY NORTH ALONG JORDAN ROAD TO THE ROYAL BRANCH OF NORTH EWINGVILLE CREEK, AND THEN ON TO THE HARPETH RIVER.

POLICE AND FIRE DEPARTMENT
FRANKLIN FIRE DEPT STATION #2 – 0.1 MILES DRIVING DISTANCE
FRANKLIN POLICE HEADQUARTERS – 2.1 MILES DRIVING DISTANCE

RECREATIONAL FACILITIES
PINKERTON PARK – 1.3 MILES
FORT GRANGER – 1.38 MILES

PROJECTED STUDENT POPULATION
N/A, COMMERCIAL USE

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE

VESTING DEVELOPMENT STANDARDS:

DEVELOPMENT STANDARD	VERSION/DATE
ZONING ORDINANCE	7.1.2024
SUBDIVISION REGULATIONS	1.1.2022
HISTORIC DISTRICT DESIGN GUIDELINES	5.30.2022
TRANSPORTATION & STREET TECH. STANDARDS	7.1.2021
STORMWATER BMP MANUAL	7.1.2021
TECHNICAL SPECIFICATIONS FOR UTILITY	10.12.2020
MUNICIPAL CODE	12.2.2024

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.

- PRE-APP SUBMITTAL: 01/27/2025
- INITIAL SUBMITTAL: 02/10/2025
- RESUBMITTAL: 03/06/2025



GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE
www.gdc-tn.com



Day View of Show Hope



Night View of Show Hope

Modification #1 Show Hope
Section 15.1.6 Halo Lighting. To allow Halo Lighting for signage for wall signs on the elevations of the building and monument signage so that the source of light is hidden from view and the sign has reduced light glare.

Section 15.1.6 Halo Lighting:
Standards: Internal illumination of signs shall be limited to light emanating only through the letters, numbers, logos, and accent lines. The remainder of the sign area shall not be illuminated and shall be opaque to prohibit light penetration. The lighting source shall not flash, move, change color, be overly bright, or create a nuisance.

A modification of standard to permit Halo Lighting for a Wall Sign.

1. **The modification will enhance the design of the development more than if the standards were strictly adhered to:**
   This modification allows for a halo light wall sign for the adoption aid agency in a way that reduces light glare.

2. **The conditions upon which the request is based are unique to the design intent for the development and are not generally applicable to other properties:**
   The modification allows for unique signage that aligns with the agency's brand and considers light glare seen from the public way and private residences nearby.

3. **The modification is consistent with the intent of Envision Franklin:**
   The signage design is unique to Show Hope's agency and is designed in the expressive style that is representative of their brand and the architectural style of the building. The use of Halo Light is considerate of the existing context and considerate of the visitor's experience. Envision Franklin states the project design should carefully address the potential undesirable impacts on existing uses, including traffic, parking, circulation, safety issues, light and glare, noise, and other environmental concerns/

Lighting Restrictions:

1. **Halo lighting signage shall only have white color.**

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

SHOW HOPE

COOK PUD SUBDIVISION
DEVELOPMENT PLAN
903 MURFREESBORO ROAD



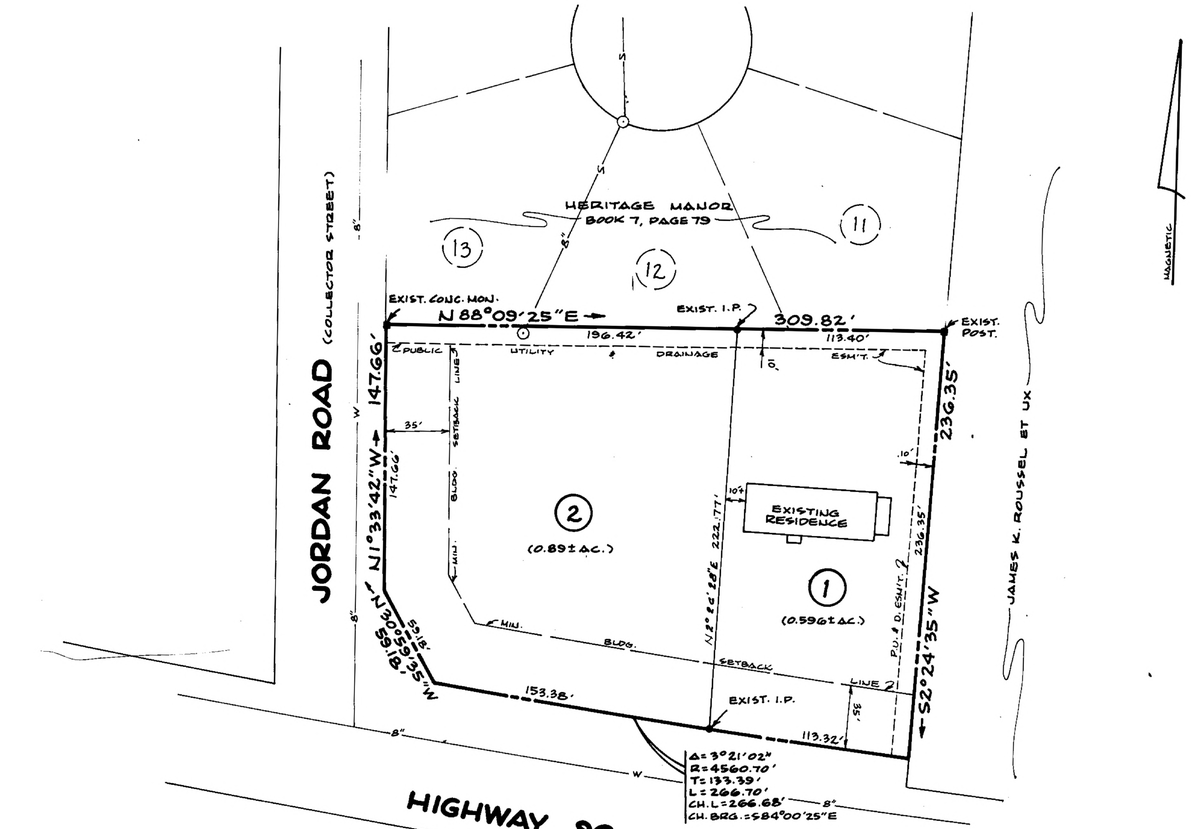
REVISION DATE
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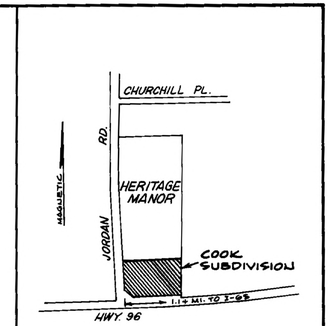
MODIFICATION OF STANDARDS

SHEET
C0.1
COF #
8910

NOTES

1. MINIMUM YARD REQUIREMENTS (UNLESS OTHERWISE NOTED):
   SIDE YARD: 10' - 1 & 2 STORY
   15' - 3 STORY
   REAR YARD: 30'





LOCATION MAP
N.T.S.

FOR REFERENCE ONLY

OWNERS

CROSS PROPERTIES
114 3RD AVENUE, SOUTH
FRANKLIN, TENNESSEE 37064

SURVEYOR

ANDERSON-DELK & ASSOCIATES
4741 TROUSDALE DRIVE
NASHVILLE, TENNESSEE 37220

NOTE:
THIS IS A CLASS A SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1:10,000.

REGISTERS OFFICE
(STATE OF TENNESSEE) WILLIAMSON COUNTY
Received for record the ____ day of ____
19__ at ____ o'clock ____ M. Noted in Note Book ____
page ____ and recorded in ____ Book no ____
page ____ Fee $ ____
WITNESS MY HAND JIMMIE D. BENNETT JR
Register

WILLIAMSON COUNTY, TENNESSEE
Received 13 July 83
10:39 A 33 85
Recorded 8 92
Fee $ 1000
Book No 4989

8/92
MAY 17, 1983

FRANKLIN, WILLIAMSON CO., TENNESSEE

CERTIFICATE OF OWNERSHIP AND DEDICATION	CERTIFICATE OF ACCURACY	CERTIFICATION OF THE APPROVAL OF STREETS AND UTILITIES	CERTIFICATION OF THE APPROVAL OF WATER AND SEWERAGE SYSTEM	CERTIFICATE OF APPROVAL FOR RECORDING
I(WE) HEREBY CERTIFY THAT I AM(WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCE IN BOOK 298, PAGE 320, REGISTERS OFFICE OF WILLIAMSON CO. TENN. AND THAT I(WE) HEREBY ADOPT THIS PLAN OF SUBDIVISIONS WITH MY (OUR) FREE CONSENT ESTABLISHED THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATED ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. 6-13 DATE 19 83 — J.W. Cross, III — CROSS PROPERTIES, OWNER	I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE CITY OF FRANKLIN, TENNESSEE REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON 6-13 DATE 19 83 — W. Stephen W. Anderson — REGISTERED ENG. OR SURVEYOR	I HEREBY CERTIFY (1) THAT STREETS, UTILITIES & OTHER IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY SPECIFICATIONS IN THE SUBDIVISION ENTITLED: COOK SUBDIVISION OR THAT A SECURITY BOND IN THE AMOUNT OF $ -0- HAS BEEN POSTED WITH THE PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT. 6/13 DATE 19 83 — SUPT. OF STREETS, CITY OF FRANKLIN	I HEREBY CERTIFY THAT THE WATER SUPPLY AND OR SEWAGE DISPOSAL UTILITY SYSTEM OR SYSTEMS INSTALLED OR PROPOSED FOR INSTALLATION IN THE SUBDIVISION PLAT ENTITLED: COOK SUBDIVISION FULLY MEET THE REQUIREMENTS OF THE TENNESSEE STATE HEALTH DEPARTMENT AND ARE HEREBY APPROVED AS SHOWN: Ted Cook 6/13/83 — SUPT. OF WATER & SEWER DEPT. CITY OF FRANKLIN	I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR CITY OF FRANKLIN, TENNESSEE WITH THE EXCEPTION OF SUCH VARIANCES IF ANY AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE WILLIAMSON CO. REGISTER Bob Martin 6/27/83 Date

DIETZGEN 118-1 AGEPROOF

FINAL PLAT

COOK SUBDIVISION

FRANKLIN MUNICIPAL PLANNING COMMISSION

TOTAL ACRES 1.486± — TOTAL LOTS 2
ACRES NEW ROAD 0 — FEET OF NEW ROAD 0
OWNER CROSS PROPERTIES — CIVIL DISTRICT 9TH
SURVEYOR ANDERSON-DELK & ASSOC. — CLOSURE ERROR 1:17,000
SCALE 1" = 50' (50 0 50 100)

78-150

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE
SHOW HOPE

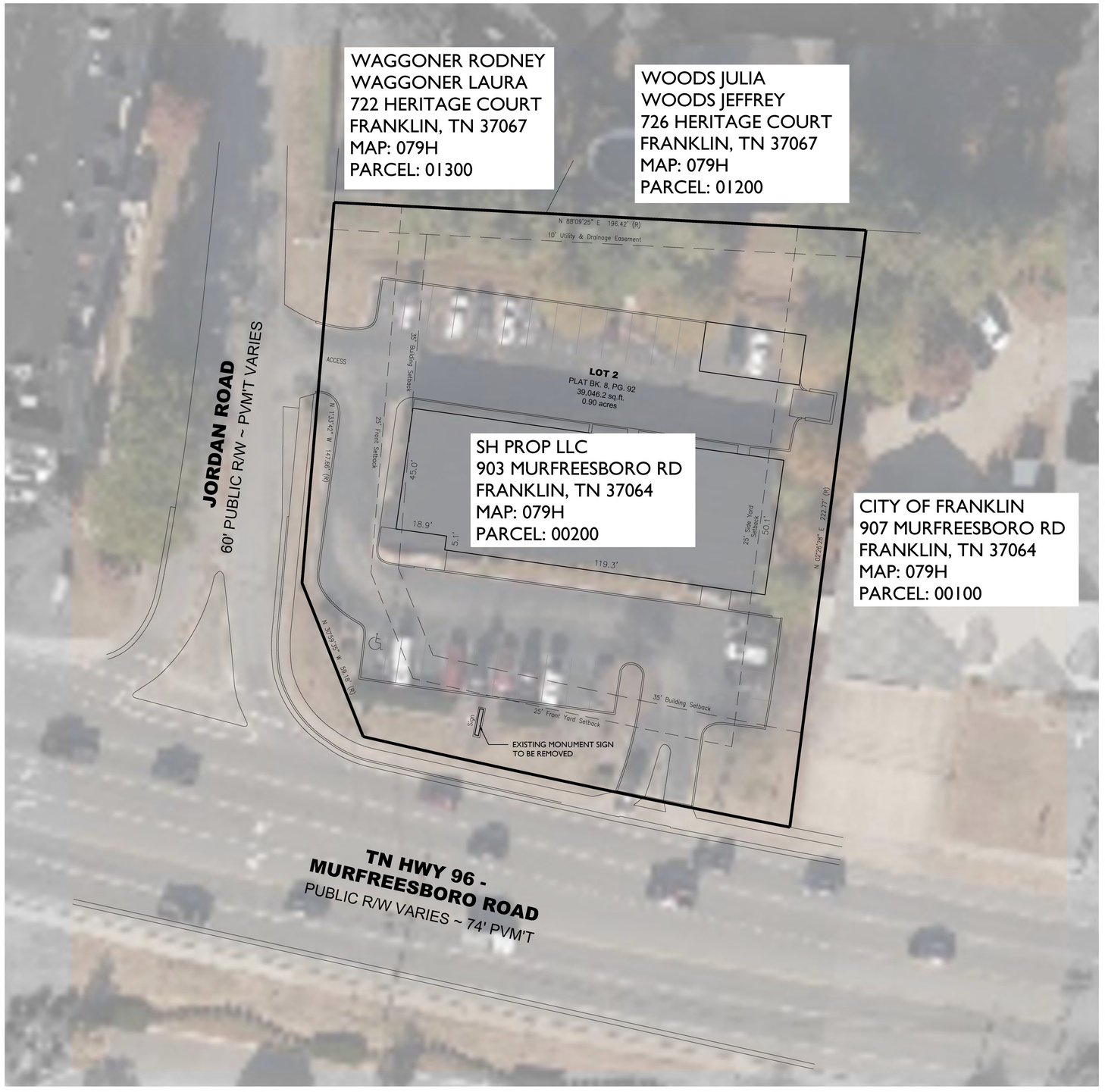
COOK PUD SUBDIVISION
DEVELOPMENT PLAN
903 MURFREESBORO ROAD

Matt Hollis
3/6/25
REGISTERED LANDSCAPE ARCHITECT
STATE OF TENNESSEE NO. 2115

REVISION DATE
△
△
△
△
△

EXISTING PLAT

SHEET
C0.2
COF#



N

0' 20' 40' 60'

SITE DATA CHART

PROJECT NAME:	COOK PUD SUBDIVISION, DEVELOPMENT PLAN
PROJECT NUMBER:	8710
ADDRESS:	903 MURFREESBORO RD FRANKLIN, TN 37064
PARCEL(S):	079H E 00200
ACREAGE / SF OF SITE:	0.89 AC / 38,768 SF
VESTING:	ZONING ORDINANCE: JANUARY 1ST, 2025
BASE ZONING:	GENERAL OFFICE DISTRICT
PROPOSED ZONING:	PLANNED DEVELOPMENT
ZONING OVERLAY:	NONE
ENVISION FRANKLIN DESIGN CONCEPT:	REGIONAL COMMERCE
BUILDING TYPES APPLIED:	OFFICE
LEGAL DESCRIPTION:	LOT 2, COOK SUBDIVISION BOOK 8, PAGE 92
FRONTAGE TYPES APPLIED:	LANDSCAPE FRONTAGE
EXISTING SETBACKS:	
FRONT:	25 FEET
SIDE:	25 FEET
REAR:	10 FEET
BUILDING:	35 FEET:
PROPOSED SETBACKS:	
FRONT:	25 FEET
SIDE:	15 FEET
REAR:	10 FEET
BUILDING:	30 FEET
DWELLING UNIT COUNT:	NONE
COMMERCIAL SF (BY USE):	6,900 SF OFFICE
BUILDING HEIGHT:	1 STORY BUILDING
MINIMUM LSA:	7,753.6 SF (20%)
PROVIDED LSA:	14,808.9 SF (38.2%)
OPEN SPACE:	PER SECTION 11.1.1, THIS SITE DOES NOT MEET THE MINIMUM STANDARDS REQUIRING OPEN SPACE AREAS.
TREE CANOPY RETENTION ACREAGE:	
EXISTING:	4,297.3 SF (11.1% OF EXISTING SITE)
REQUIRED:	1,117.3 SF (26% OF EXISTING TREE CANOPY)
PROVIDED:	4,297.3 SF (100% OF EXISTING TREE CANOPY)
PARKING REQUIRED (BY USE):	21 (3 SPACES / 1,000 SF; OFFICE)
PARKING PROVIDED (BY USE):	27 (3.9 SPACES / 1,000 SF; OFFICE)
HISTORIC RESOURCE TREATMENT:	NO

APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	3020 STANSBERRY LANE, SUITE 201 FRANKLIN, TN 37069
PHONE:	(615) 975-5765
SIDE:	greg.gamble@gdc-tn.com
CONTACT:	GREG GAMBLE



EXISTING TO BE REMOVED

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

SHOW HOPE

COOK PUD SUBDIVISION
DEVELOPMENT PLAN
903 MURFREESBORO RD

REGISTERED LANDSCAPE ARCHITECT
9/16/25

REVISION DATE

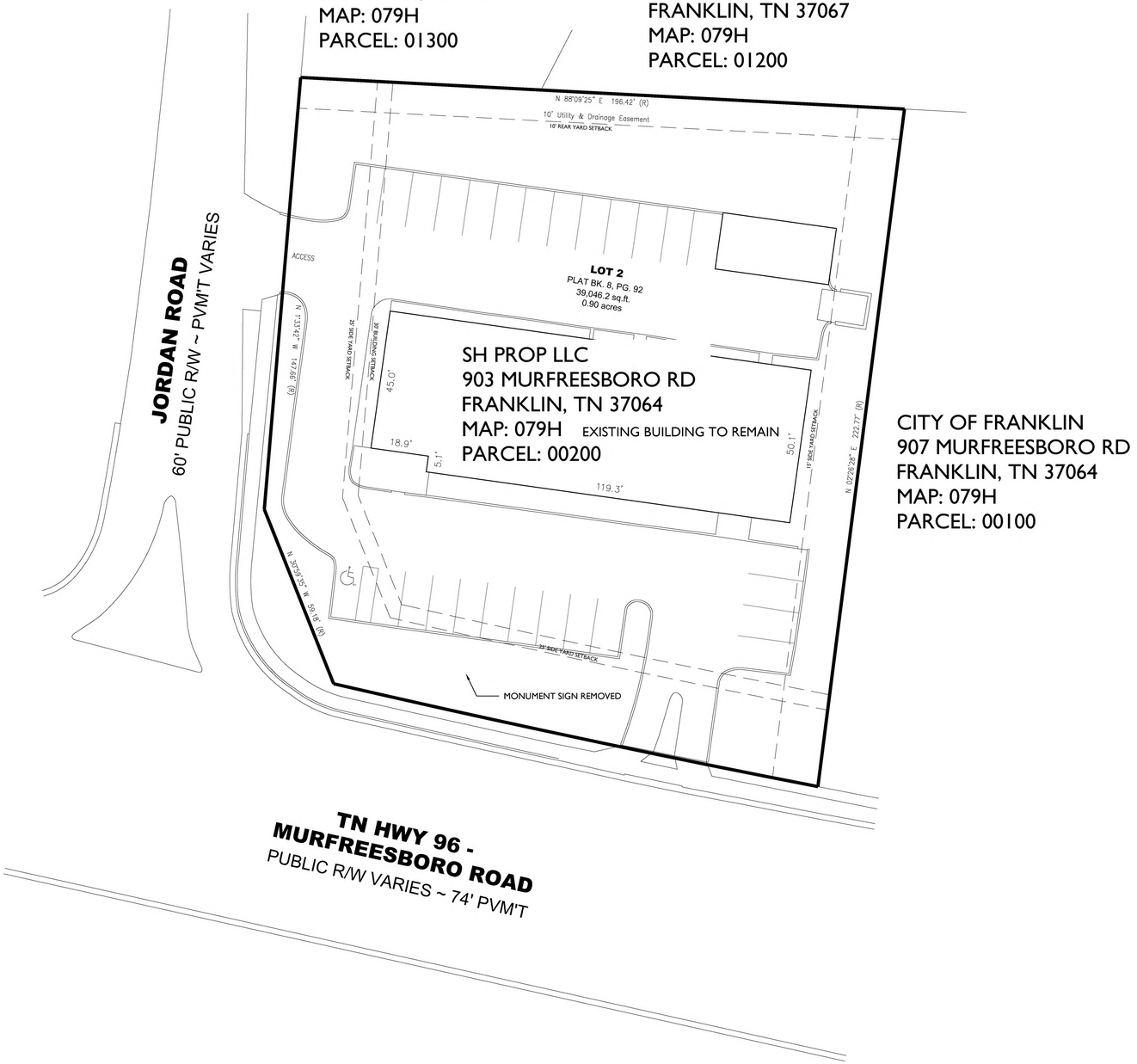
EXISTING CONDITIONS

SHEET
C1.0
COF #

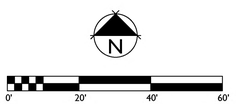
NOTE: EXISTING BUILDING TO REMAIN.
NO CHANGES ARE PROPOSED TO THE EXISTING SITE LAYOUT, PARKING, ACCESS, DRIVE AISLES OR DUMPSTER LOCATION.

WAGGONER RODNEY
WAGGONER LAURA
722 HERITAGE COURT
FRANKLIN, TN 37067
MAP: 079H
PARCEL: 01300

WOODS JULIA
WOODS JEFFREY
726 HERITAGE COURT
FRANKLIN, TN 37067
MAP: 079H
PARCEL: 01200



CITY OF FRANKLIN
907 MURFREESBORO RD
FRANKLIN, TN 37064
MAP: 079H
PARCEL: 00100



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EXISTING:	4,297.3 SF (11.1% OF EXISTING SITE)
REQUIRED:	1,117.3 SF (26% OF EXISTING TREE CANOPY)
PROVIDED:	4,297.3 SF (100% OF EXISTING TREE CANOPY)
PARKING REQUIRED (BY USE):	21 (3 SPACES / 1,000 SF; OFFICE)
PARKING PROVIDED (BY USE):	27 (3.9 SPACES / 1,000 SF; OFFICE)
HISTORIC RESOURCE TREATMENT:	NO
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	3020 STANSBERRY LANE, SUITE 201 FRANKLIN, TN 37069
PHONE:	(615) 975-5765
SIDE:	greg.gamble@gdc-tn.com
CONTACT:	GREG GAMBLE

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN.
5 EMPLOYEES X 20 GPD = 100 GPD

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

REPURIFIED (REUSE) WATER FACILITIES
NOT AVAILABLE

STREET NETWORK
THIS SITE SITS AT THE NORTHEAST CORNER OF THE INTERSECTION OF MAJOR ARTERIAL MURFREESBORO ROAD AND LOCAL STREET JORDAN ROAD. DAILY ACCESS IS PROVIDED BY DIRECT CONNECTION TO EACH OF THESE ROADS.

DRAINGAGE FACILITIES
THE PROPERTY DRAINS PRIMARILY NORTH ALONG JORDAN ROAD TO THE ROYAL BRANCH OF NORTH EWINGVILLE CREEK, AND THEN ON TO THE HARPETH RIVER.

POLICE AND FIRE DEPARTMENT
FRANKLIN FIRE DEPT STATION #2 – 0.1 MILES DRIVING DISTANCE
FRANKLIN POLICE HEADQUARTERS – 2.1 MILES DRIVING DISTANCE

RECREATIONAL FACILITIES
PINKERTON PARK – 1.3 MILES
FORT GRANGER – 1.38 MILES

PROJECTED STUDENT POPULATION
N/A, COMMERCIAL USE

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE

ENVISION FRANKLIN:

WE BELIEVE THAT THE PROPOSED DEVELOPMENT OF SHOW HOPE'S FRANKLIN OFFICE ALONG MURFREESBORO ROAD PRESENTS A WELL-DESIGNED EXPRESSION OF THE ENVISION FRANKLIN PLAN'S NEIGHBORHOOD COMMERCIAL DESIGN CONCEPT. IN PARTICULAR, THE OFFICE RESPONDS TO THE EXISTING CONTEXT OF THE COMMERCIAL CORRIDOR ALONG MURFREESBORO ROAD. THE PROPOSED OFFICE WOULD CONTRIBUTE TO THE GUIDING PRINCIPLES OF THE ENVISION FRANKLIN PLAN, WHEREIN IT STATES THAT ECONOMIC VITALITY FOR CORPORATE OFFICES AND BUILDINGS WITH EXCEPTIONAL BEAUTY ARE WELCOMED. THIS PLAN CONTRIBUTES TO THE ENVISION FRANKLIN PLAN'S MAJOR GOALS, IN THAT, IT CREATES EXCEPTIONAL PLACES FOR PEOPLE THROUGH DESIGN OF NEW DEVELOPMENT, BUILDING FORM, USES, SETBACKS, ACTIVATED STREETS, AND A PEDESTRIAN FOCUS.

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE
SHOW HOPE

COOK PUD SUBDIVISION
DEVELOPMENT PLAN
903 MURFREESBORO ROAD

STATE OF TENNESSEE
REGISTERED
LANDSCAPE ARCHITECT
2/6/25

REVISION DATE
1. _____
2. _____
3. _____
4. _____
5. _____

DEVELOPMENT PLAN

SHEET
C2.0
COF #
8710



1 A1.0 SOUTH FACADE A



2 A1.0 SOUTH FACADE B



3 A1.0 EAST FACADE



4 A1.0 NORTH FACADE A



5 A1.0 NORTH FACADE B



6 A1.0 WEST FACADE



7 A1.0 ACCESSORY STRUCTURE

EXISTING BUILDING TO REMAIN

GAMBLE DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

SHOW HOPE

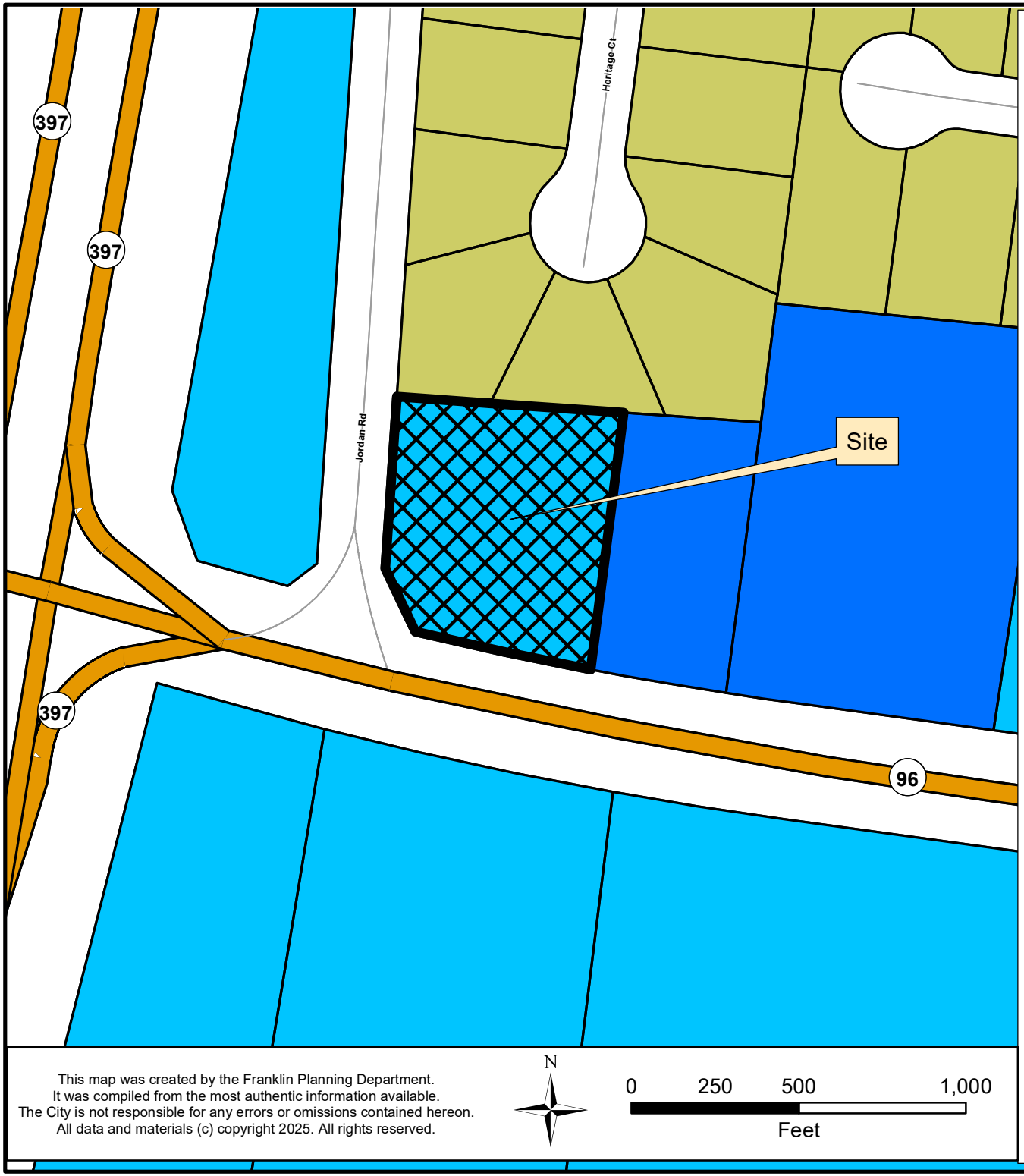
COOK PUD SUBDIVISION
DEVELOPMENT PLAN
903 MURFREESBORO ROAD

REGISTERED LANDSCAPE ARCHITECT
TENNESSEE
3/6/25

REVISION DATE

ARCHITECTURAL VIEWS

SHEET
A1.0
COF #



COOK PUD SUBDIVISION
ORDINANCE 2025-05
RESOLUTION 2025-23

Project Information
Existing Zoning: General Office District
Proposed Zoning: Planned (PD 6,900) District
Overlay Districts: None
Site Acreage: 0.89 acres
Proposed Dwelling Units: No new units proposed
Proposed Nonresidential SF: No new SF proposed

Legend

- Cook PUD Subdivision
- 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 District
- CC Central Commercial District
- DD Downtown District
- 1ST Avenue District
- 5TH Avenue District
- RC4 Regional Commerce 4 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 2025. All rights reserved.

N

0 250 500 1,000
Feet

HISTORIC FRANKLIN TENNESSEE

PLANNING AND SUSTAINABILITY DEPARTMENT

Emily Wright, AICP
Director

HISTORIC FRANKLIN TENNESSEE

Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

February 25, 2025

Greg Gamble
3020 Stansberry Lane
201
Franklin, TN 37064

RE: COF Cook PUD Subdivision, Development Plan (Show Hope)
Project Number(s): COF no: 8710
Review Number: 2

The City of Franklin DRT has completed its review of the above-referenced application. The remaining comments require that the application be revised and resubmitted for another review cycle. Please note the following information for the resubmittal:

Please make all corrections as indicated on the checklist and/or checkprint for the subject project.

Resubmit the following by **5:00 p.m. on MARCH 6, 2025, failure to resubmit plans within 3 published resubmittal dates will void this application and require a new application.**

*Upload (1) corrected electronic copy;

*A response letter addressing staff comments;

*For Administrative Plans: NO PAPER COPIES
*For Administrative Plats: NO PAPER COPIES
*For FMPC Plans: Submit one (1) half-size corrected blue or black line prints of the plan. (folded)
*For FMPC Plats: Submit one (1) full-size corrected blue or black line prints of the plat. (folded)

The paper copies for Planning Commission items must be submitted to the Planning Department 120 9th Avenue S., Community Development Building. Failure to return the resubmitted application by the deadline will result in the removal of the project from the FMPC or Administrative Agenda.

Per the Zoning Ordinance, some site plans may be administratively approved. The following designates this project's review method. Resubmittal dates are the same for either track.

Review track: FMPC

The following initial review comments have been placed on this project:

Open Issues: 6 These issues are currently being filtered

Planning

General Issues

2. Project number

City of Franklin Chelsea Randolph chelsea.randolph@franklintn.gov 2/13/25 12:55 PM 2 - DRT Review	Applicant shall state project number COF 8710 on all sheets and any future correspondence.

3. Owner affidavit

City of Franklin Chelsea Randolph chelsea.randolph@franklintn.gov 2/13/25 12:59 PM 2 - DRT Review	The included owner affidavit shows "Kristin Parks" as the authorized agent event though the applicant is Greg Gamble. Please update the owner affidavit to reflect that the authorized agent is the applicant and that the representative for the LLC is signing for approval and their name is listed behind the business name in parenthesis. Applicant shall submit this owner affidavit prior to resubmittal.

4. Project name

City of Franklin Chelsea Randolph chelsea.randolph@franklintn.gov 2/20/25 12:35 PM 2 - DRT Review	Applicant shall revise all sheets to reflect the revised name below: Cook PUD Subdivision, Development Plan [Ver. 2] [Edited By Amy Diaz-Barriga]

7. Modification of Standards

City of Franklin Chelsea Randolph chelsea.randolph@franklintn.gov 2/21/25 3:06 PM 2 - DRT Review	Modification of Standard request from Chapter 15.1.6 Halo Lighting. Staff is recommending approval of this MOS based on the other recent requests that were approved to allow Halo Lighting.

12. Final Plat

City of Franklin Chelsea Randolph chelsea.randolph@franklintn.gov 2/13/25 1:01 PM 2 - DRT Review	Advisory Comment: A final plat would be recommended if the recorded plat doesn't match the proposed setbacks of the development plan.

14. Public Notification

City of Franklin Chelsea Randolph chelsea.randolph@franklintn.gov 2/13/25 1:01 PM 2 - DRT Review	Comment shall remain until fully satisfied: Required notification shall be sent by the applicant at least 15 days prior to FMPC meeting. The applicant shall provide public notice affidavit, copy of letter, and list of property owners within 500 feet to whom the letters were sent with the resubmittal.

COOK PUD SUBDIVISION

DEVELOPMENT PLAN
PD (6,900)

903 MURFREESBORO ROAD
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

MODIFICATION OF STANDARDS (see sheet C0.1)

MOS REQUEST 1 - 15.1.6.A SIGNS - GENERAL PROVISIONS - TO PERMIT HALO LIGHTING FOR WALL AND MONUMENT SIGNAGE



NOT TO SCALE

OWNER:
SHOW HOPE
CONTACT: CHARLEY REDMOND
903 MURFREESBORO RD
FRANKLIN, TN 37064
(615) 604-0822
charley@showhope.com

APPLICANT & LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
CONTACT: GREG GAMBLE
324 LIBERTY PIKE, SUITE 145
FRANKLIN, TN
(615) 975-5765
greg.gamble@gdc-tn.com

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN.
5 EMPLOYEES X 20 GPD = 100 GPD

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FRANKLIN FIRE DEPT STATION #2 – 0.1 MILES DRIVING DISTANCE
FRANKLIN POLICE HEADQUARTERS – 2.1 MILES DRIVING DISTANCE

RECREATIONAL FACILITIES
PINKERTON PARK – 1.3 MILES
FORT GRANGER – 1.38 MILES

PROJECTED STUDENT POPULATION
N/A, COMMERCIAL USE

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE

VESTING DEVELOPMENT STANDARDS:

DEVELOPMENT STANDARD	VERSION/DATE
ZONING ORDINANCE	7.1.2024
SUBDIVISION REGULATIONS	1.1.2022
HISTORIC DISTRICT DESIGN GUIDELINES	5.30.2022
TRANSPORTATION & STREET TECH. STANDARDS	7.1.2021
STORMWATER BMP MANUAL	7.1.2021
TECHNICAL SPECIFICATIONS FOR UTILITY	10.12.2020
MUNICIPAL CODE	12.2.2024

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.

SITE DATA CHART

PROJECT NAME:	COOK PUD SUBDIVISION, DEVELOPMENT PLAN
PROJECT NUMBER:	8710
ADDRESS:	903 MURFREESBORO RD FRANKLIN, TN 37064
PARCEL(S):	079H E 00200
ACREAGE / SF OF SITE:	0.89 AC / 38,768 SF
VESTING:	ZONING ORDINANCE: JANUARY 1ST, 2025
BASE ZONING:	GENERAL OFFICE DISTRICT
PROPOSED ZONING:	PLANNED DEVELOPMENT
ZONING OVERLAY:	NONE
ENVISION FRANKLIN DESIGN CONCEPT:	REGIONAL COMMERCE
BUILDING TYPES APPLIED:	OFFICE
LEGAL DESCRIPTION:	LOT 2, COOK SUBDIVISION BOOK 8, PAGE 92
FRONTAGE TYPES APPLIED:	LANDSCAPE FRONTAGE
EXISTING SETBACKS:	
FRONT:	25 FEET
SIDE:	25 FEET
REAR:	10 FEET
BUILDING:	35 FEET:
PROPOSED SETBACKS:	
FRONT:	25 FEET
SIDE:	15 FEET
REAR:	10 FEET
BUILDING:	30 FEET
DWELLING UNIT COUNT:	NONE
COMMERCIAL SF (BY USE):	6,900 SF OFFICE
BUILDING HEIGHT:	1 STORY BUILDING
MINIMUM LSA:	7,753.6 SF (20%)
PROVIDED LSA:	14,808.9 SF (38.2%)
OPEN SPACE:	PER SECTION 11.1.1, THIS SITE DOES NOT MEET THE MINIMUM STANDARDS REQUIRING OPEN SPACE AREAS.
TREE CANOPY RETENTION ACREAGE:	
EXISTING:	4,297.3 SF (11.1% OF EXISTING SITE)
REQUIRED:	1,117.3 SF (26% OF EXISTING TREE CANOPY)
PROVIDED:	4,297.3 SF (100% OF EXISTING TREE CANOPY)
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PARKING PROVIDED (BY USE):	27 (3.9 SPACES / 1,000 SF; OFFICE)
HISTORIC RESOURCE TREATMENT:	NO
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	3020 STANSBERRY LANE, SUITE 201 FRANKLIN, TN 37069
PHONE:	(615) 975-5765
SIDE:	greg.gamble@gdc-tn.com
CONTACT:	GREG GAMBLE

SHEET INDEX

C0.0 COVER
C0.1 MODIFICATION OF STANDARDS
C0.2 SITE PLAT

C1.0 EXISTING CONDITIONS

C2.0 DEVELOPMENT PLAN

A1.0 ARCHITECTURAL VIEWS

PURPOSE STATEMENT

THE PURPOSE OF THIS SUBMITTAL IS TO ALLOW FOR A MODIFICATION OF THE CITY OF FRANKLIN'S SIGN STANDARD 15.1.6.A ON PAGE C0.1. PLEASE NOTE THAT THE EXISTING BUILDING IS TO REMAIN AND NO CHANGES ARE PROPOSED TO THE EXISTING SITE LAYOUT.

- PRE-APP SUBMITTAL: 01/27/2025
- INITIAL SUBMITTAL: 02/10/2025
- RESUBMITTAL: 03/06/2025

3/6/25

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE
www.gdc-tn.com



Day View of Show Hope



Night View of Show Hope

Modification #1 Show Hope

Section 15.1.6 Halo Lighting. To allow Halo Lighting for signage for wall signs on the elevations of the building and monument signage so that the source of light is hidden from view and the sign has reduced light glare.

Section 15.1.6 Halo Lighting:

Standards: Internal illumination of signs shall be limited to light emanating only through the letters, numbers, logos, and accent lines. The remainder of the sign area shall not be illuminated and shall be opaque to prohibit light penetration. The lighting source shall not flash, move, change color, be overly bright, or create a nuisance.

A modification of standard to permit Halo Lighting for a Wall Sign.

1. **The modification will enhance the design of the development more than if the standards were strictly adhered to:**
   This modification allows for a halo light wall sign for the adoption aid agency in a way that reduces light glare.

2. **The conditions upon which the request is based are unique to the design intent for the development and are not generally applicable to other properties:**
   The modification allows for unique signage that aligns with the agency's brand and considers light glare seen from the public way and private residences nearby.

3. **The modification is consistent with the intent of Envision Franklin:**
   The signage design is unique to Show Hope's agency and is designed in the expressive style that is representative of their brand and the architectural style of the building. The use of Halo Light is considerate of the existing context and considerate of the visitor's experience. Envision Franklin states the project design should carefully address the potential undesirable impacts on existing uses, including traffic, parking, circulation, safety issues, light and glare, noise, and other environmental concerns/

Lighting Restrictions:

1. **Halo lighting signage shall only have white color.**

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

SHOW HOPE

COOK PUD SUBDIVISION
DEVELOPMENT PLAN
903 MURFREESBORO ROAD



REVISION DATE

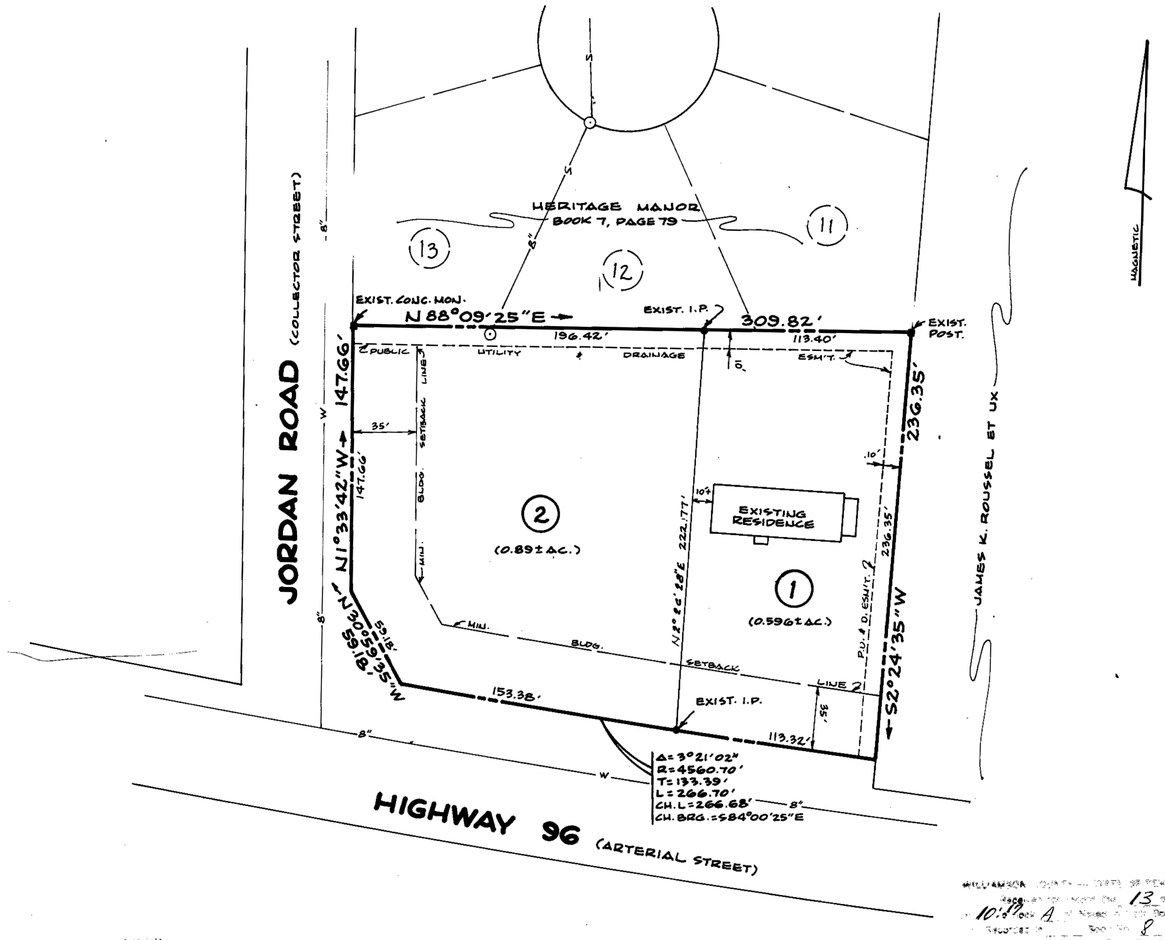
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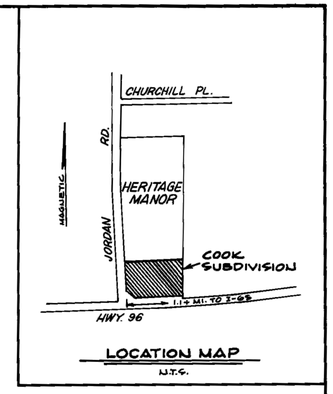
MODIFICATION OF STANDARDS

SHEET
C0.1
COF #
8110

NOTES

1. MINIMUM YARD REQUIREMENTS (UNLESS OTHERWISE NOTED):
   SIDE YARD: 10' - 1 & 2 STORY
   15' - 3 STORY
   REAR YARD: 30'





LOCATION MAP
N.T.S.

FOR REFERENCE ONLY

OWNERS
CROSS PROPERTIES
114 3RD AVENUE, SOUTH
FRANKLIN, TENNESSEE 37064

SURVEYOR
ANDERSON-DELK & ASSOCIATES
4741 TROUSDALE DRIVE
NASHVILLE, TENNESSEE 37220

FRANKLIN, WILLIAMSON CO., TENNESSEE

NOTE:
THIS IS A CLASS A SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1:10,000.

REGISTERS OFFICE
(STATE OF TENNESSEE) WILLIAMSON COUNTY
Received for record the _____ day of _____
19__ at ____ o'clock ____ M Noted in Note Book _____
page ____ and recorded in ____ Book no _____
page ____ Fee $ ____
WITNESS MY HAND JIMMIE D. BENNETT JR
Register

8/92
MAY 17, 1983

FINAL PLAT
COOK SUBDIVISION

CERTIFICATE OF OWNERSHIP AND DEDICATION	CERTIFICATE OF ACCURACY	CERTIFICATION OF THE APPROVAL OF STREETS AND UTILITIES	CERTIFICATION OF THE APPROVAL OF WATER AND SEWERAGE SYSTEM	CERTIFICATE OF APPROVAL FOR RECORDING
I(WE) HEREBY CERTIFY THAT I AM/WE ARE THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCE IN BOOK 348, PAGE 420, REGISTERS OFFICE OF WILLIAMSON CO. TENN. AND THAT I(WE) HEREBY ADOPT THIS PLAN OF SUBDIVISIONS WITH MY (OUR) FREE CONSENT ESTABLISHED THE MINIMUM BUILDING RESTRICTION LINES AND DEDICATED ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED. 6-13 DATE 19 83 J.W. Cross, III CROSS PROPERTIES, OWNER	I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY TO THE ACCURACY REQUIRED BY THE CITY OF FRANKLIN, TENNESSEE REGIONAL PLANNING COMMISSION AND THAT THE MONUMENTS HAVE BEEN PLACED AS SHOWN HEREON 6-13 DATE 19 83 REGISTERED ENG OR SURVEYOR	I HEREBY CERTIFY (1) THAT STREETS, UTILITIES & OTHER IMPROVEMENTS HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO CITY SPECIFICATIONS IN THE SUBDIVISION ENTITLED: COOK SUBDIVISION OR THAT A SECURITY BOND IN THE AMOUNT OF $ -0- HAS BEEN POSTED WITH THE PLANNING COMMISSION TO ASSURE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT. 6/13 DATE 19 83 SUPT. OF STREETS CITY OF FRANKLIN	I HEREBY CERTIFY THAT THE WATER SUPPLY AND OR SEWAGE DISPOSAL UTILITY SYSTEM OR SYSTEMS INSTALLED OR PROPOSED FOR INSTALLATION IN THE SUBDIVISION PLAT ENTITLED: COOK SUBDIVISION FULLY MEET THE REQUIREMENTS OF THE TENNESSEE STATE HEALTH DEPARTMENT AND ARE HEREBY APPROVED AS SHOWN. 6/13/83 SUPT. OF WATER & SEWER DEPT. CITY OF FRANKLIN	I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR CITY OF FRANKLIN, TENNESSEE, WITH THE EXCEPTION OF SUCH VARIANCES IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE WILLIAMSON CO. REGISTER 6/27/83 DATE

FRANKLIN MUNICIPAL PLANNING COMMISSION

TOTAL ACRES 1.486± TOTAL LOTS 2
ACRES NEW ROAD 0 FEET OF NEW ROAD 0
OWNER CROSS PROPERTIES CIVIL DISTRICT 9TH
SURVEYOR ANDERSON-DELK & ASSOC. CLOSURE ERROR 1:17,000
SCALE 1" = 50' 50 0 50 100

DIETZGEN 136-3 AGEPROOF

78-150

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE
SHOW HOPE

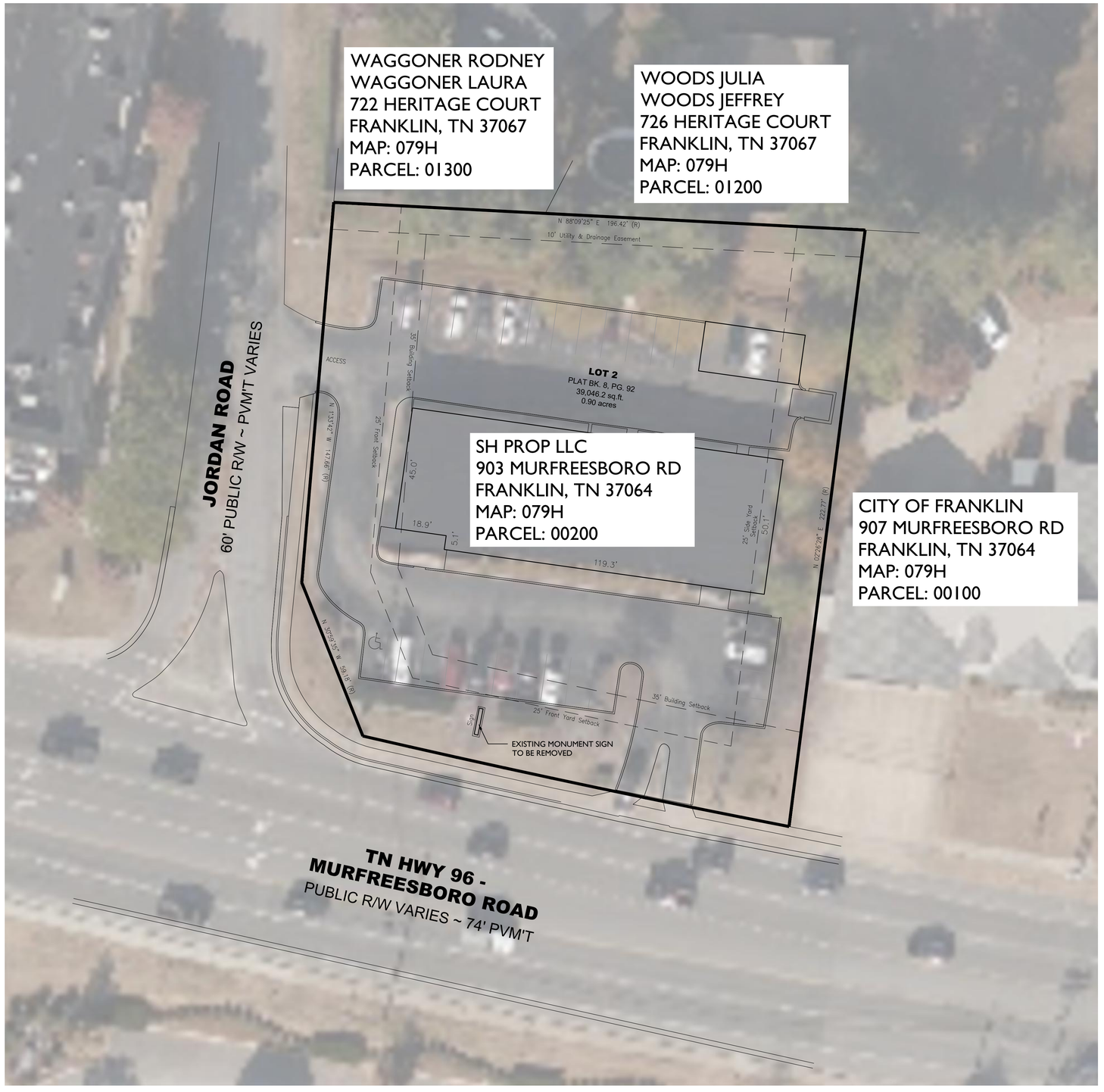
COOK PUD SUBDIVISION
DEVELOPMENT PLAN
903 MURFREESBORO ROAD

LANDSCAPE ARCHITECT
2/6/23

REVISION DATE
△
△
△
△
△

EXISTING PLAT

SHEET
C0.2
COF #
8710



N

0' 20' 40' 60'

SITE DATA CHART

PROJECT NAME:	COOK PUD SUBDIVISION, DEVELOPMENT PLAN
PROJECT NUMBER:	8710
ADDRESS:	903 MURFREESBORO RD FRANKLIN, TN 37064
PARCEL(S):	079H E 00200
ACREAGE / SF OF SITE:	0.89 AC / 38,768 SF
VESTING:	ZONING ORDINANCE: JANUARY 1ST, 2025
BASE ZONING:	GENERAL OFFICE DISTRICT
PROPOSED ZONING:	PLANNED DEVELOPMENT
ZONING OVERLAY:	NONE
ENVISION FRANKLIN DESIGN CONCEPT:	REGIONAL COMMERCE
BUILDING TYPES APPLIED:	OFFICE
LEGAL DESCRIPTION:	LOT 2, COOK SUBDIVISION BOOK 8, PAGE 92
FRONTAGE TYPES APPLIED:	LANDSCAPE FRONTAGE
EXISTING SETBACKS:	
FRONT:	25 FEET
SIDE:	25 FEET
REAR:	10 FEET
BUILDING:	35 FEET:
PROPOSED SETBACKS:	
FRONT:	25 FEET
SIDE:	15 FEET
REAR:	10 FEET
BUILDING:	30 FEET
DWELLING UNIT COUNT:	NONE
COMMERCIAL SF (BY USE):	6,900 SF OFFICE
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PHONE:	(615) 975-5765
SIDE:	greg.gamble@gdc-tn.com
CONTACT:	GREG GAMBLE



EXISTING TO BE REMOVED

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE
SHOW HOPE

COOK PUD SUBDIVISION
DEVELOPMENT PLAN
903 MURFREESBORO RD

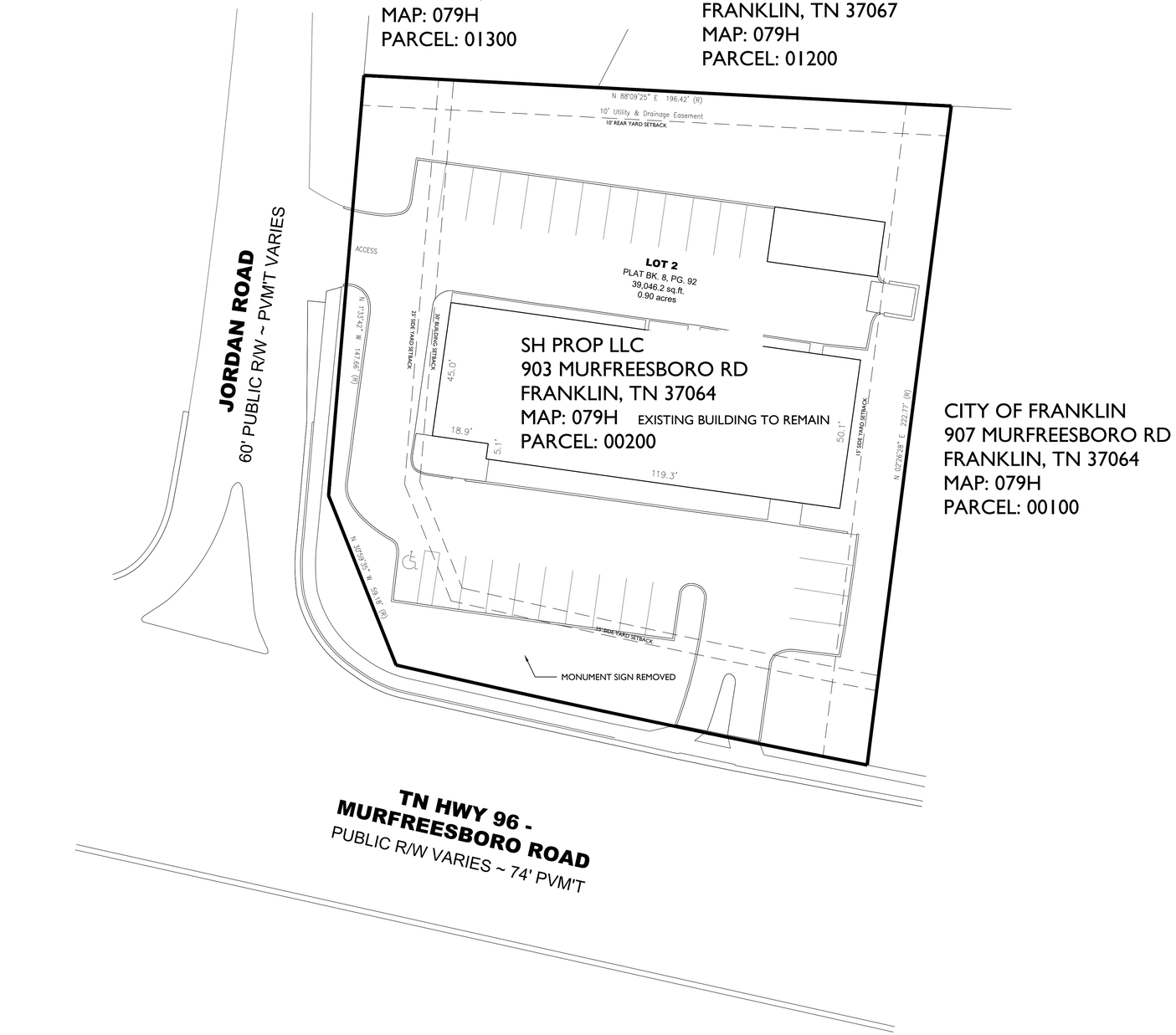
GREGORY A. GAMBLE
REGISTERED
LANDSCAPE ARCHITECT
STATE OF TENNESSEE
3/6/25

REVISION DATE
1. _____
2. _____
3. _____
4. _____
5. _____

EXISTING CONDITIONS

SHEET
C1.0
COF #
8710

NOTE: EXISTING BUILDING TO REMAIN.
NO CHANGES ARE PROPOSED TO THE EXISTING SITE LAYOUT, PARKING, ACCESS, DRIVE AISLES OR DUMPSTER LOCATION.



SITE DATA CHART

PROJECT NAME:	COOK PUD SUBDIVISION, DEVELOPMENT PLAN
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PARCEL(S):	079H E 00200
ACREAGE / SF OF SITE:	0.89 AC / 38,768 SF
VESTING:	ZONING ORDINANCE: JANUARY 1ST, 2025
BASE ZONING:	GENERAL OFFICE DISTRICT
PROPOSED ZONING:	PLANNED DEVELOPMENT
ZONING OVERLAY:	NONE
ENVISION FRANKLIN DESIGN CONCEPT:	REGIONAL COMMERCE
BUILDING TYPES APPLIED:	OFFICE
LEGAL DESCRIPTION:	LOT 2, COOK SUBDIVISION BOOK 8, PAGE 92
FRONTAGE TYPES APPLIED:	LANDSCAPE FRONTAGE
EXISTING SETBACKS:	
FRONT:	25 FEET
SIDE:	25 FEET
REAR:	10 FEET
BUILDING:	35 FEET:
PROPOSED SETBACKS:	
FRONT:	25 FEET
SIDE:	15 FEET
REAR:	10 FEET
BUILDING:	30 FEET
DWELLING UNIT COUNT:	NONE
COMMERCIAL SF (BY USE):	6,900 SF OFFICE
BUILDING HEIGHT:	1 STORY BUILDING
MINIMUM LSA:	7,753.6 SF (20%)
PROVIDED LSA:	14,808.9 SF (38.2%)
OPEN SPACE:	PER SECTION 11.1.1, THIS SITE DOES NOT MEET THE MINIMUM STANDARDS REQUIRING OPEN SPACE AREAS.
TREE CANOPY RETENTION ACREAGE:	
EXISTING:	4,297.3 SF (11.1% OF EXISTING SITE)
REQUIRED:	1,117.3 SF (26% OF EXISTING TREE CANOPY)
PROVIDED:	4,297.3 SF (100% OF EXISTING TREE CANOPY)
PARKING REQUIRED (BY USE):	21 (3 SPACES / 1,000 SF; OFFICE)
PARKING PROVIDED (BY USE):	27 (3.9 SPACES / 1,000 SF; OFFICE)
HISTORIC RESOURCE TREATMENT:	NO

APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	3020 STANSBERRY LANE, SUITE 201 FRANKLIN, TN 37069
PHONE:	(615) 975-5765
SIDE:	greg.gamble@gdc-tn.com
CONTACT:	GREG GAMBLE

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN.
5 EMPLOYEES X 20 GPD = 100 GPD

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

REPURIFIED (REUSE) WATER FACILITIES
NOT AVAILABLE

STREET NETWORK
THIS SITE SITS AT THE NORTHEAST CORNER OF THE INTERSECTION OF MAJOR ARTERIAL MURFREESBORO ROAD AND LOCAL STREET JORDAN ROAD. DAILY ACCESS IS PROVIDED BY DIRECT CONNECTION TO EACH OF THESE ROADS.

DRAINGAGE FACILITIES
THE PROPERTY DRAINS PRIMARILY NORTH ALONG JORDAN ROAD TO THE ROYAL BRANCH OF NORTH EWINGVILLE CREEK, AND THEN ON TO THE HARPETH RIVER.

POLICE AND FIRE DEPARTMENT
FRANKLIN FIRE DEPT STATION #2 – 0.1 MILES DRIVING DISTANCE
FRANKLIN POLICE HEADQUARTERS – 2.1 MILES DRIVING DISTANCE

RECREATIONAL FACILITIES
PINKERTON PARK – 1.3 MILES
FORT GRANGER – 1.38 MILES

PROJECTED STUDENT POPULATION
N/A, COMMERCIAL USE

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE

ENVISION FRANKLIN:

WE BELIEVE THAT THE PROPOSED DEVELOPMENT OF SHOW HOPE'S FRANKLIN OFFICE ALONG MURFREESBORO ROAD PRESENTS A WELL-DESIGNED EXPRESSION OF THE ENVISION FRANKLIN PLAN'S NEIGHBORHOOD COMMERCIAL DESIGN CONCEPT. IN PARTICULAR, THE OFFICE RESPONDS TO THE EXISTING CONTEXT OF THE COMMERCIAL CORRIDOR ALONG MURFREESBORO ROAD. THE PROPOSED OFFICE WOULD CONTRIBUTE TO THE GUIDING PRINCIPLES OF THE ENVISION FRANKLIN PLAN, WHEREIN IT STATES THAT ECONOMIC VITALITY FOR CORPORATE OFFICES AND BUILDINGS WITH EXCEPTIONAL BEAUTY ARE WELCOMED. THIS PLAN CONTRIBUTES TO THE ENVISION FRANKLIN PLAN'S MAJOR GOALS, IN THAT, IT CREATES EXCEPTIONAL PLACES FOR PEOPLE THROUGH DESIGN OF NEW DEVELOPMENT, BUILDING FORM, USES, SETBACKS, ACTIVATED STREETS, AND A PEDESTRIAN FOCUS.

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE
SHOW HOPE

COOK PUD SUBDIVISION
DEVELOPMENT PLAN
903 MURFREESBORO ROAD

STATE OF TENNESSEE
REGISTERED
LANDSCAPE ARCHITECT
3/6/25

REVISION DATE
1.
2.
3.
4.
5.

DEVELOPMENT PLAN

SHEET
C2.0
COF #
8710



1 A1.0 SOUTH FACADE A



2 A1.0 SOUTH FACADE B



3 A1.0 EAST FACADE



4 A1.0 NORTH FACADE A



5 A1.0 NORTH FACADE B



6 A1.0 WEST FACADE



7 A1.0 ACCESSORY STRUCTURE

EXISTING BUILDING TO REMAIN

GAMBLE DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE

SHOW HOPE

COOK PUD SUBDIVISION
DEVELOPMENT PLAN
903 MURFREESBORO ROAD

REVISION DATE

ARCHITECTURAL VIEWS

SHEET
A1.0
COF #
8110

City of Franklin

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

File #: 21-0274

DATE: March 21, 2025

TO: Board of Mayor and Aldermen

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

SUBJECT:
Consideration Of Resolution 2025-18, A Resolution To Amend The Investment Assumption Rate Of The City Of Franklin Closed Employees' Pension Plan
Pension 3/24/25, 5-0

PURPOSE:
The purpose of this memorandum is to provide information to the Pension Committee concerning Resolution 2025-18 to amend the investment assumption rate of the City of Franklin Closed Employees Pension Plan.

BACKGROUND/STAFF COMMENTS:
On September 24, 2021, the Board of Trustees of the Tennessee Consolidated Retirement System (TCRS) reduced their interest earnings assumption from 7.25% to 6.75%. This change of 50 basis points at one time was a significant impact to single employer public pension plans in Tennessee that are statutorily required to adopt an interest earnings assumption no greater than 50 points higher than TCRS. On January 11, 2022, the Board of Mayor and Aldermen for the City of Franklin adopted Resolution 2021-174 to decrease the interest rate assumption rate for the City's closed plan by 10 basis points a year from 7% to 6.50% in 2027.

As of March 2024, the median investment rate assumption state public pension plans was 7.0% with an average rate of 6.91%, which are higher than the City's goal rate of 6.50% in 2027.

FINANCIAL IMPACT:
With consultation of the City's actuary, Staff recommends adopting an investment earnings rate of 6.75% to match the rate set by TCRS in 2021. Further reductions of the rate without a corresponding movement by TCRS will have the City's two pension plans (open and closed) valued using a different rate assumption.

Staff will continue to monitor the decisions of the TCRS Board and keep both the Employee Pension Committee and BOMA informed.

RECOMMENDATION:
Staff recommends that the Board of Mayor and Aldermen approve Resolution 2025-18.

RESOLUTION 2025-18

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN TO AMEND THE INVESTMENT ASSUMPTION RATE OF THE CITY OF FRANKLIN CLOSED EMPLOYEES' PENSION PLAN.

WHEREAS, the City of Franklin regularly updates its Closed Pension Plan documents to make adjustments to the terms of the Plan, to make adjustments for issues related to funding, and to remain in compliance with State law, and

WHEREAS, on May 22, 2014, Governor Bill Haslam signed into law the Public Employee Defined Benefit Financial Security Act of 2014 which requires defined benefit single employer public pension plans in the State of Tennessee to use an investment earnings assumption that shall not be greater than fifty (50) basis points above the rate adopted by the Tennessee Consolidated Retirement System (TCRS), and

WHEREAS, on September 24, 2021, the Board of Trustees of the Tennessee Consolidated Retirement System ("TCRS") adopted a change in its investment earnings assumption from 7.25% to 6.75%, and

WHEREAS, on January 11, 2022, the Board of Mayor and Aldermen approved Resolution 2021-174, which decreased the investment assumption rate by 10 basis points a year from 7% in 2022 to 6.50% in 2027, and

WHEREAS, in March 2024, the National Association of State Retirement Administrators (NASRA) reported that the median investment rate assumption for state public pension plans was 7.0% with an average rate of 6.91%, both of which are slightly above the TCRS rate of 6.75% and between 41 basis points and 50 basis points higher than the City of Franklin's rate target of 6.50% in 2027, and

WHEREAS, in consideration of the current TCRS investment earnings assumption rate of 6.75% and its relation to national medians and averages, the City's staff recommends repeal of Resolution 2021-174 and replaces with adoption of a rate of 6.75% to match TCRS, and

WHEREAS, the Employee Pension & Trust Committee has recommended to the Board of Mayor & Alderman that these changes be formally adopted.

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

Section 1. That the assumptions recommended by the Employee Pension & Trust Committee are hereby adopted as detailed in the attached schedule.

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

IT IS SO RESOLVED AND DONE on this ___ day of April, 2025.

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

City of Franklin

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

File #: 21-0275

DATE: March 21, 2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Sara Sylvis, Benefits Manager

SUBJECT:
Consideration Of Resolution 2025-27, A Resolution To Amend COF Contract No. 2016-0328, A Retirement Health Savings Plan For Designated Employees Of The City Of Franklin, Tennessee
Pension 3/24/25, 5-0

PURPOSE:
The purpose of this memorandum is to provide information to the Pension Committee concerning Resolution 2025-27 to amend COF Contract No. 2016-0328, a retirement health savings plan for designated employees of the City of Franklin, Tennessee.

BACKGROUND/STAFF COMMENTS:
On November 22, 2016, the City of Franklin (the "City") executed Contract No. 2016-0328 establishing a Retirement Health Savings (RHS) Plan for employees in City Administrator, Assistant City Administrator and Department Director positions. The purposes of establishing the RHS Plan were to allow employees retiring in designated positions the benefit of participating in a savings plan for future medical expenses as well as limit the liability to the Pension Plan that occurs from increasing final year pensionable wages with terminal leave balances. The mandatory funding source for the Retirement Health Savings Plan was stated to be one-half of the value of all terminal leave in excess of a fixed dollar amount ($24,000) at separation of service for the individual participant.

Since this time, the City has closed the single employer pension plan that allowed for increasing final year pensionable wages with terminal leave balances. Moreover, the dollar amount of the exclusion amount, $24,000 (which represented the maximum contribution to a 457(b) retirement account), has been increased by the IRS.

FINANCIAL IMPACT:
Staff recommends two modifications to the 2016 RHS Plan. First, the plan documents should now clarify that the eligible employees were hired on or before December 31, 2016, and participants in the now Closed Defined Benefit Pension Plan. Finally, the dollar amount of the exclusion, rather than a fixed number, should refer to the IRS limit for 457(b) contributions (sum of regular contribution and 50 and up catch up provision) for the year in which the employee retires.

RECOMMENDATION:
Staff recommends that the Board of Mayor and Aldermen approve Resolution 2025-27.

RESOLUTION 2025-27

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN TO AMEND CONTRACT NO. 2016-0328, A RETIREMENT HEALTH SAVINGS PLAN FOR DESIGNATED EMPLOYEES OF THE CITY OF FRANKLIN, TENNESSEE.

WHEREAS, on November 22, 2016, the City of Franklin (the "City") executed Contract No. 2016-0328 establishing a Retirement Health Savings (RHS) Plan for employees in City Administrator, Assistant City Administrator and Department Director positions; and

WHEREAS, on December 31, 2016, the City closed its Defined Benefit Pension Plan (now referred to as the "Closed Plan") to new hires; and

WHEREAS, as of January 1, 2017, full time employees hired by the City became members of the Tennessee Consolidated Retirement System (TCRS) Legacy Defined Benefit Pension Plan; and

WHEREAS, the mandatory funding source for the Retirement Health Savings Plan was stated to be one-half of the value of all terminal leave in excess of a fixed dollar amount ($24,000) at separation of service for the individual participant; and

WHEREAS, the purposes of establishing the RHS Plan were to allow employees retiring in designated positions the benefit of participating in a savings plan for future medical expenses as well as limit the liability to the Closed Plan that occurs from increasing final year pensionable wages with terminal leave balances; and

WHEREAS, the City desires to amend the RHS Plan to modernize the fixed amount exception for the funding source calculation as well as to clarify participants following closure of the original pension plan and adoption of the TCRS Plan; and

WHEREAS, the Employee Pension & Trust Committee has recommended to the Board of Mayor & Alderman that these changes be formally adopted.

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

Section 1. That the eligible groups be amended to City Administrator, Assistant City Administrator and Department Director in a defined benefit pension plan hired on or before December 31, 2016.

Section 2. That the funding source of the mandatory contribution be amended to one-half of the value of all Terminal Leave in excess of the sum of the maximum amount of the IRS normal contribution to a 457 account along with the maximum 50-catch-up provision for the year in which an employee retires.

Section 3. That this Resolution shall be effective upon adoption.

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: _____
Shauna R. Billingsley
City Attorney

MissionSquare
RETIREMENT

MissionSquare Retirement Health Savings (RHS)

Plan Amendment Packet

To amend your existing RHS Plan, please complete the entire Adoption Agreement, including items that are not being amended. When you send your amendment to MissionSquare Retirement, please summarize the changes in your cover letter.

Please note that MissionSquare does not require the use of a resolution to amend the plan. Should you require legislative action, you may use the enclosed Suggested Resolution for Amendment. If you do not require legislative action, you may complete the Suggested Affirmative Statement for Amendment which is also enclosed.

When amending the RHS Plan, you should consider nondiscrimination rules. Please review the information in Nondiscrimination Requirements document included in this packet.

Once the amendment is completed, retain a copy for your records and send the original with the cover letter and either the resolution or the affirmative statement to MissionSquare as follows:

MAIL:

MissionSquare Retirement
Attn: Plan Services
PO Box 219320
Kansas City, MO 64121-9320

FAX:

MissionSquare Retirement
Attn: Plan Services
(844) 677-3297

ONLINE:

Log in to the employer website to send a secure message and upload your documents to MissionSquare.

64001-0124-W412
Rev. 1/24

MissionSquare
RETIREMENT

MissionSquare RHS Adoption Agreement

MissionSquare Retirement Health Savings (RHS) Adoption Agreement

Plan Number: 8 03653

Select as applicable:

[ ] Standalone RHS [ ] Integrated RHS [x] Amendment to Existing Plan

I. Employer Name: City of Franklin State: Tennessee

II. The Employer hereby attests that it is a unit of a state or local government or an agency or instrumentality of one or more units of a state or local government.

III. Plan Dates:

A. Plan Amendment Effective Date 7/1/2025

B. Plan Year: Enter the annual accounting period for the RHS program. 1/1-12/31

IV. The Employer intends to utilize the Trust to fund only welfare benefits pursuant to the following welfare benefit plan(s) established by the Employer: _____

V. Eligible Groups, Participation and Participant Eligibility Requirements

A. Eligible Groups

The following group or groups of Employees are eligible to participate in the Employer's welfare benefits plan identified in Section IV. (check all applicable boxes):

[ ] All Employees

[ ] All Full-Time Employees

Non-Union Employees

[ ] Public Safety Employees – Police

[ ] Public Safety Employees – Firefighters

[ ] General Employees

[ ] Collectively-Bargained Employees (Specify unit(s)) _____

[x] Other (specify group(s)) CA, ACA or Dept Dir in a DB pension hired on or before 12/31/2016

The Employee group(s) specified must correspond to a group(s) of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other documents or provisions in effect in the state or locality of the Employer.

B. Participation

Mandatory Participation: All Employees in the covered group(s) are required to participate in the Plan and shall receive contributions pursuant to Section VI.

If the Employer's underlying welfare benefit plan is in whole or part a non-collectively bargained plan that allows reimbursement for medical expenses other than insurance premiums, the nondiscrimination requirements of Internal Revenue Code (IRC) Section 105(h) will apply. These rules may impose taxation on the benefits received by highly compensated individuals if the Plan discriminates in favor of highly compensated individuals in terms of eligibility or benefits. The Employer should discuss these rules with appropriate counsel.

C. Participant Eligibility Requirements

1. Minimum service: The minimum period of service required for participation is 10 years (write N/A if no minimum service is required).
2. Minimum age: The minimum age required for eligibility to participate is N/A (write N/A if no minimum age is required).

VI. Contribution Sources and Amounts

A. Definition of Earnings

The definition of Earnings will apply to all RHS Contribution Features that reference "Earnings," including Direct Employer Contributions (Section VI.B.1.) and Mandatory Employee Compensation Contributions (Section VI.B.2.).

Definition of earnings:_____

B. Direct Employer Contributions and Mandatory Contributions

Contributions for participants include:

1. Direct Employer Contributions

   The Employer shall contribute on behalf of each Eligible Employee

   | _____% of Earnings*

   $_____ each Plan Year

   A discretionary amount to be determined each Plan Year

   Other (describe):_____

2. Mandatory Employee Compensation Contributions

   The Employer will make mandatory contributions of Employee compensation as follows:

   Reduction in Salary – _____% of Earnings or $_____will be contributed for the Plan Year.

   Decreased Merit or Pay Plan Adjustment – All or a portion of the Employees' annual merit or pay plan adjustment will be contributed as follows:

   An Employee shall <u>not</u> have the right to discontinue or vary the rate of mandatory contributions of employee compensation.

3. Mandatory Employee Leave Contributions

   The Employer will make mandatory contributions of accrued leave as follows (provide formula for determining mandatory employee leave contributions):

   ¯ Accrued Sick Leave _____

   ¯ Accrued Vacation Leave _____

   x̄ Other (specify type of leave) Accrued Leave Funding source is one-half of the value of all

   An Employee shall <u>not</u> have the right to discontinue or vary the rate of mandatory leave contributions.

* Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.

C. Limits on Total Contributions (check one box)

The total contribution by the Employer on behalf of each Participant (including direct employer and mandatory employee contributions) for each Plan Year shall not exceed the following limit(s) below. Limits on individual contribution types are defined within the appropriate section above.

× There is no Plan-defined limit on the percentage or dollar amount of earnings that may be contributed.

_____ % of earnings

Definition of earnings: ¯ Same as Section VI.A. ¯ Other

$_____ for the Plan Year.

VII. Vesting for Direct Employer Contributions

A. Vesting Schedule (check one box)

(If no selection is made, the default is 100% vested at all times.)

× The account is 100% vested at all times.

¯ The vesting schedule below shall apply to direct employer contributions as outlined in Section VI.B.1.

Vesting schedules beyond 10 years are not supported.

Years of Service Completed	Vesting Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

B. The account will become 100% vested upon the death, disability, retirement*, or attainment of benefit eligibility (as outlined in Section IX) by a Participant.

* Definition of retirement includes a separation from service component and is further defined by (check one):

The primary retirement plan of the Employer

Completion of _____ years of continuous service

Normal Retirement Age (NRA) of _____

Check this option ONLY if you want the automatic vesting feature to be turned on. Providing an NRA establishes an automatic vesting feature that automatically makes the participant 100% vested when the participant reaches the NRA regardless of any service requirement. If NRA is left blank, the standard default is age 62, and automatic vesting feature is turned off regardless of whether NRA is selected.

Other _____

If your plan has multiple definitions of retirement, please notify MissionSquare Retirement, and note that it is the employer's responsibility to maintain and provide vested percentage for eligible employees upon benefit eligibility by submitting a letter of instruction (LOI) with the required data to MissionSquare Retirement.

C. Any period of service by a Participant prior to a rehire of the Participant by the Employer shall not count toward the vesting schedule outlined in A above.

VIII. Forfeiture Provisions

If a Participant separates from service prior to full vesting, non-vested funds in the Participant's account shall be forfeited in accordance with the box checked under this section.

Upon the death of a Participant, surviving spouse, and all surviving eligible dependents (as outlined in Section XI), funds remaining in the Participant's account shall revert to the Trust in accordance with the box checked under this section.

If a Participant permanently opts out and waives future reimbursements, as allowed under IRS Notice 2013-54, all funds in the Participant's account at the time of waiver shall be forfeited in accordance with the box checked under this section.*

× Remain in the Trust to be reallocated among all Plan Participants with a balance as Direct Employer Contributions for the next and succeeding contribution cycle(s).**

Remain in the Trust to be reallocated on an equal dollar basis among all Plan Participants with a balance.**

Remain in the Trust to be reallocated among all Plan Participants based upon Participant account balances.**

* If the Employer's RHS Program does not limit eligibility to Participants who have separated from service, the Employer will be required to provide further direction to MissionSquare regarding the treatment of possible contributions that are required to be made following the Participant's waiver.

** If the forfeited balance is small whereby the reallocation amount to each Plan Participant with a balance is minimal, the assets will revert to Employer's forfeiture account for further direction from the Employer. If there are Participants without a balance who should receive forfeiture assets, please provide alternative instructions to MissionSquare on the forfeiture reallocation notice.

IX. Eligibility Requirements to Receive Medical Benefit Payments from the MissionSquare Retirement Health Savings Program

A. A Participant is eligible to receive benefits:

At retirement only (also complete Section B.)
Definition of retirement:

_ Same as Section VII.B.

Other _____

× At separation from service with the following restrictions

No restrictions

Other _____

_____

B. Termination prior to general benefit eligibility:

In a case where the general benefit eligibility as outlined in Section IX.A includes a retirement component, a Participant who separates from service of the Employer prior to retirement will be eligible to receive benefits:

Immediately upon separation from service

Other _____

C. A Participant who becomes totally and permanently disabled

As defined by the Social Security Administration

× As defined by the Employer's primary retirement plan

Other _____

will become immediately eligible to receive medical benefit payments from his/her account under the Employer's welfare benefits plan.

D. Upon the death of the Participant, benefits shall become payable as outlined in Section XI.

X. Permissible Medical Benefit Payments

Select **one** option.

Benefits eligible for reimbursement under the plan are as allowed under IRC Section 213 other than direct long-term care expenses.

× Option 1: **All Medical Benefits***

Option 2: **Insurance Premiums Only**

Option 3: **Select Expenses*** you wish to cover under the Employer's welfare benefits plan:

- Medical Insurance Premiums
- Medical Out-of-Pocket Expenses
- Medicare Part B Insurance Premiums
- Medicare Part D Insurance Premiums
- Medicare Supplemental Insurance Premiums
- Prescription Drug Insurance Premiums
- COBRA Insurance Premiums
- Dental Insurance Premiums
- Dental Out-of-Pocket Expenses
- Vision Insurance Premiums
- Vision Out-of-Pocket Expenses
- Qualified Long-Term Care Insurance Premiums
- Non-Prescription medications allowed under IRS guidance
- Other qualifying medical expenses (describe)_____

* Non-collectively bargained plans that reimburse medical expenses other than insurance premiums should consult their benefits counsel regarding welfare plan nondiscrimination rules if the employer elects to make contributions based on a percentage of earnings.

XI. Benefits After the Death of the Participant

In the event of a Participant's death, the following shall apply:

A. Surviving Spouse and/or Surviving Dependents

Upon the death of a Participant, the surviving spouse and/or surviving eligible dependents (as defined in Section XII.D.) of the deceased Participant are immediately eligible to maintain the Participant's RHS account and utilize the remaining balance to fund eligible medical benefits specified in Section X above. The account balance may be reallocated* by the surviving spouse or dependents.

* Before investing, please read the applicable fund disclosure materials carefully for a complete summary of all fees, expenses, investment objectives and strategies, and risks. This information is available when you log in at www,missionsq.org, or upon request by calling (800) 326-7272.

If a Participant's account balance has not been fully utilized upon the death of the eligible spouse, the account balance may continue to be utilized to pay benefits of eligible dependents. Upon the death of all eligible dependents, the account will revert in accordance with the Employer's election under Section VIII of the *MissionSquare RHS Adoption Agreement*.

B. No Surviving Spouse or Surviving Dependents

If there are no living spouse or dependents at the time of death of the Participant, the account will revert in accordance with the Employer's election under Section VIII of the *MissionSquare RHS Adoption Agreement*.

XII. The Plan Will Operate According to the Following Provisions:

A. Employer Responsibilities

1. The Employer will submit all MissionSquare Retirement Health Savings Plan enrollment and contribution data via electronic submission.
2. The Employer will submit all MissionSquare Retirement Health Savings Plan Participant status updates or personal information updates via electronic submission. This includes but is not limited to termination notification, benefit eligibility, and vesting notification.

B. Participant account administration and asset-based fees will be paid through the redemption of Participant account shares, unless agreed upon otherwise in the Administrative Services Agreement.

C. Assignment of benefits is not permitted. Benefits will be paid only to the Participant, his/her survivors, the Employer, or an insurance provider (as allowed by the claims administrator). Payments to a third-party payee (e.g., medical service provider) are not permitted with the exception of reimbursement to the Employer or insurance provider (as allowed by the claims administrator).

D. An eligible dependent is (a) the Participant's lawful spouse, (b) the Participant's child under the age of 27, as defined by IRC Section 152(f)(1) and Internal Revenue Service Notice 2010-38, or (c) any other individual who is a person described in IRC Section 152(a), as clarified by Internal Revenue Service Notice 2004-79.

E. The Employer will be responsible for withholding, reporting and remitting any applicable taxes for payments which are deemed to be discriminatory under IRC Section 105(h), as outlined in the *x Employer Manual*.

XIII. Employer Acknowledgements

A. The Employer hereby acknowledges it understands that failure to properly fill out this *MissionSquare Retirement Health Savings Adoption Agreement* may result in the loss of tax exemption of the Trust and/or loss of tax-deferred status for Employer contributions.

B. ☐ Check this box if you are including supporting documents that include plan provisions.

Employer Signature

By: _____ **Date:** _____

Title: Mayor

Attest: _____ **Date:** _____

Title: City Recorder

MissionSquare
RETIREMENT

Suggested Resolution for Amendment

and

Suggested Affirmative Statement of Amendment

SUGGESTED RESOLUTION FOR AMENDMENT OF THE MISSIONSQUARE RETIREMENT HEALTH SAVINGS (RHS) PROGRAM

Plan Number: _____

Name of Employer: _____ State: _____

Resolution of the above-named Employer (the "Employer"):

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the amendment of its existing retiree health savings plan for such employees serves the interests of the Employer and Employees.

NOW, THEREFORE BE IT RESOLVED, that the Employer hereby amends the Plan in the form of MissionSquare's Retirement Health Savings program.

I,_____, Clerk of the_____of_____, do hereby certify that the foregoing resolution, proposed by_____, was duly passed and adopted in the_____ofthe_____of_____, at a regular meeting thereof assembled this_____day of_____, 20____, by the following vote:

AYES:

NAYS:

ABSENT:

(Seal) Clerk's Signature: _____

Clerk's Title: _____

Date: _____

SUGGESTED AFFIRMATIVE STATEMENT FOR AMENDMENT OF THE MISSIONSQUARE RETIREMENT HEALTH SAVINGS (RHS) PROGRAM

Plan Number: _____

Name of Employer: _____ State: _____

Affirmative Statement of the above-named Employer (the "Employer"):

WHEREAS, the Employer has employees rendering valuable services; and

WHEREAS, the amendment of its existing retiree health savings plan serves the interests of the Employer and its Employees; and

NOW THEREFORE, as a duly authorized agent of the Employer, I hereby:

AMEND the Employer's Plan in the form of the MissionSquare's Retirement Health Savings program.

DATE: _____ _____

Title of Designated Agent

_____

Signature

MissionSquare RETIREMENT

Retiree Health Program
Nondiscrimination Requirements

Important Information on Welfare Plan Nondiscrimination Rules

An employer's Retiree Health Program (i.e., MissionSquare Retirement Health Savings (RHS) Plan/401(h) Retiree Health Account) will generally be covered by nondiscrimination requirements that are already applicable to the employer's other health and welfare plans (under Internal Revenue Code Section 105(h)).

However, please note that nondiscrimination requirements will not adversely impact your Retiree Health Program (Program) in the following scenarios:

A. If the Program is limited to one or more collective bargaining groups that bargained regarding health benefits and the Program provides for fixed dollar contributions for all employees.

B. If the Program limits reimbursements to insurance premiums only (health insurance premiums, Medicare supplemental insurance premiums, Medicare Part B insurance premiums COBRA insurance premiums, long-term care insurance premiums).

Premium-Only Programs are currently excluded from nondiscrimination testing. However, under the Affordable Care Act, Premium-Only Programs will likely be subject to nondiscrimination testing upon future IRS guidance.

If the Program does not fall into one of the two scenarios above, health and welfare nondiscrimination requirements may adversely impact your Plan.

Generally speaking, if your program does not fall under one of the two scenarios above, the following requirements apply:

1. An IRS-approved proportion of your employees must be covered. For instance, coverage must be extended to at least 70 percent of employees (excluding part-time and seasonal employees, employees under age 25, employees with less than three years of service, and collectively bargained employees). Once the employer identifies the applicable coverage group, up to 30 percent of that group can be excluded.[1]

2. Benefits must be provided on a substantially equal basis to all covered employees. What this means, in practical terms, is that contributions must be substantially equal for each participant, and thus cannot be determined as a percentage of compensation or based on age or years of service. A fixed dollar contribution would comply.

Please note that "failure" to meet the nondiscrimination requirements does not result in "disqualification" of the Program. The ramifications of not meeting the requirements are that "excess benefits" paid to "highly compensated individuals" that participate in the RHS plan are taxable as W-2 income to the participant.

An excess benefit is generally equal to the amount of the benefit made available to the highly compensated individuals but not made available to other employees. Highly compensated individuals will generally consist of the highest paid 25 percent of all employees.

What does all this mean?

Employers need to consider nondiscrimination requirements when developing their Program. The employer may want to consider talking to benefits counsel to determine if these rules will impact its participants. Should an employer establish a program that does not fall under scenario A or B above and does not meet the nondiscrimination requirements, the out- of-pocket expenses paid to highly compensated employees may be taxable.

You are encouraged to discuss the results with a tax or benefits advisor because the IRS rules are complex.

[1] There may be additional ways that your program would satisfy the nondiscrimination requirements of IRC § 105(h).

IRS Limits for 457(b) Plans			
	Maximum Contribution Amounts		
Year	457(b)	50 and Up Catch-up	Total
2016	$ 18,000	$ 6,000	$ 24,000
2017	$ 18,000	$ 6,000	$ 24,000
2018	$ 18,500	$ 6,000	$ 24,500
2019	$ 19,000	$ 6,000	$ 25,000
2020	$ 19,500	$ 6,500	$ 26,000
2021	$ 19,500	$ 6,500	$ 26,000
2022	$ 20,500	$ 6,500	$ 27,000
2023	$ 22,500	$ 7,500	$ 30,000
2024	$ 23,000	$ 7,500	$ 30,500
2025	$ 23,500	$ 7,500	$ 31,000
Notes:			
City of Franklin Retired Health Savings Plan was established in 2016.			

File #: 21-0379

DATE: March 26, 2025

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Bill Squires, Asst. City Attorney

SUBJECT:
Consideration Of Ordinance 2025-08, An Ordinance To Clarify Regulation Of, And Restrictions On, Visible Possession Of Open Alcohol Containers And Consumption Of Alcohol, Other Than Beer, In Public

PURPOSE:
The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2025-08, an Ordinance to clarify regulation of, and restrictions on, visible possession of open alcohol containers and consumption of alcohol, other than beer, in public.

BACKGROUND/STAFF COMMENTS:
This is a house-cleaning ordinance. The City regulates public possession and consumption of beer in Franklin Municipal Code Sec. 11-101, where possession of an open container and consumption are prohibited in public places. For alcohol other than beer, the City regulates public possession and consumption of alcohol in Sec. 8-122 and throughout Title 8, Chapter 1, Alcoholic Beverages Other Than Beer.

The beer version of the public possession and consumption regulation is more descriptive in naming prohibited locations, with a list that includes public street, alley, sidewalk, highway, avenue, public park, etc. For alcohol other than beer, the regulation is less descriptive, naming only public streets, governmental buildings, and public parks. The intention of the two sections is the same (no open containers in public or public consumption of either beer or alcohol), as it would make little sense to suggest a citizen cannot drink beer on public streets and sidewalks but they can drink spirits and liquors in those same locations.

This ordinance makes the two sections match each other. It takes the less descriptive ordinance about locations where alcohol possession and consumption are prohibited and makes it match the more descriptive section describing prohibited locations for possession and consumption of beer. Staff recommends approval.

FINANCIAL IMPACT:
No financial impact is anticipated.

RECOMMENDATION:
Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2025-08.

ORDINANCE 2025-08

AN ORDINANCE TO CLARIFY REGULATION OF, AND RESTRICTIONS ON, VISIBLE POSSESSION OF OPEN ALCOHOL CONTAINERS AND CONSUMPTION OF ALCOHOL, OTHER THAN BEER, IN PUBLIC.

WHEREAS, in order to promote the health, safety, human rights, prosperity, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe certain regulations and standards regarding the manufacturing, sale, possession, and consumption of alcohol and beer within the City; and

WHEREAS, the City of Franklin currently regulates the possession and consumption of beer in public through Franklin Municipal Ordinance Sec. 11-101, and regulates the possession and consumption of alcohol other than beer in public through Franklin Municipal Ordinance Sec. 8-122*;* and

WHEREAS, these ordinances were adopted at different times and inconsistencies exist between them regarding restricted locations for public possession and consumption of alcohol and beer; and

WHEREAS, the Board of Mayor and Aldermen desires that there be consistency between the two sections of the Franklin Municipal Code to promote clarity and ease of understanding by residents; and

WHEREAS, the Board of Mayor and Aldermen find that this action to be in the best interest of the City.

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

SECTION I. The Title 8, Section 122 of the City of Franklin Municipal Code is hereby deleted in its entirety and replaced with the following:

Sec. 8-122. – Consumption of alcohol and visible possession of unsealed containers on streets, etc., prohibited.

It shall be unlawful for any person to drink or consume alcoholic beverages other than beer, or be in visible possession of any unsealed containers of alcoholic beverages other than beer, in or on any public street, alley, avenue, highway, sidewalk, public park, within any governmental building, or in any other public place, unless the place has all necessary licenses, certificates, and/or permits necessary for such consumption or visible possession of open containers.

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

Law Dept approved 03.12.25

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

PASSED FIRST READING: _____

PASSED SECOND READING: _____

ORDINANCE 2025-08

- **Beer.** Sec.11-101: Prohibition applies … in or on any public street, alley, avenue, highway, sidewalk, public park, public school ground or other public place unless the place has a beer permit and license for on premises consumption.
- **Not Beer.** Sec. 8-122: Prohibition applies …upon any public street or within any governmental building or public park[.]
- The intent of the two ordinances is the same. They should match for clarity and to avoid challenges to enforcement.
- This ordinance corrects that, so that the two ordinances describe prohibited locations the same way.