



Meeting Agenda

Work Session

Tuesday, January 12, 2021

5:00 PM

Board Room

The Board of Mayor and Aldermen Work Session will limit physical access in the meeting room due to current limitations on public gatherings. Accommodations have been made to ensure that the public is able to participate in the meeting. The public may participate in the following ways: • Watch the meeting on FranklinTV or the City of Franklin website. • Watch the live stream through the City of Franklin Facebook and YouTube accounts. • Call in to the conference meeting 1-312-626-6799, Meeting ID: 929 1843 6478, Passcode: 492774. Callers will be unmuted and given an opportunity to comment during the meeting at specific times. • Limited viewing will be available in the lobby of City Hall to watch the live video and make public comment. • The public may email comments and questions prior to 3:300 p.m. on the day of the meeting to recorder@franklinton.gov to be read aloud. • Live comments and those submitted by email will be limited to 2 minutes. • City YouTube: <https://www.youtube.com/user/CityOfFranklin> • City Facebook Live: <https://www.facebook.com/CityOfFranklin> • City website: <https://www.franklinton.gov/franklin-tv>

CALL TO ORDER

MEETING PROCEDURE CHANGES

1. Consideration Of Resolution 2020-275, A Resolution Declaring That The Board Of Mayor And Aldermen Members Shall Meet On January 12, 2021 For Work Session And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

Sponsors: Shauna Billingsley

CITIZEN COMMENTS

WORKSESSION DISCUSSION ITEMS

2. *Consideration of Resolution 2020-287, A Resolution To Affirm Compliance With Federal Title VI Regulations for 2021.
Sponsors: Eric Stuckey
3. *Consideration Of A Resolution 2020-267, Authorizing The Mayor To Sign Documents Relating To A Bond To Be Issued By The Health And Educational Facilities Board Of The City Of Franklin On Behalf Of Franklin Christian Academy.
Sponsors: Kristine Brock, Shauna Billingsley
4. *Consideration Of Resolution 2021-04, A Resolution To Continue The Practice Of Providing Employees Paid Leave As Provided In The Families First Coronavirus Response Act.

Sponsors: Eric Stuckey, Kevin Townsel

5. *Consideration Of Resolution 2020-270, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For (A) Firefighter Annual Physical Medical Exam Services For Uniformed Personnel Of The Franklin Fire Department, And (B) Pre-Employment Physical Medical Exam Services For Candidates To Become Uniformed Personnel Of The Franklin Police Department And The Franklin Fire Department (Purchasing Office Procurement Solicitation No. 2021-006).

Sponsors: Glenn Johnson, Kevin Townsel, Brian Wilcox

6. Consideration Of Resolution 2020-239, A Resolution Initiating The Annexation Process And Draft Plan Of Services For The Annexation Of 1180 Lewisburg Pike. Establishing a Public Hearing for February 9, 2021.

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

7. Consideration Of Resolution 2020-222, A Resolution Approving A Revised Development Plan, Huffines Ridge PUD, For The Property Located South Of East McEwen Drive And West Of Carothers Parkway. Establishing a Public Hearing for February 9, 2021.
FMPC 12/10/20, 7-0

Sponsors: Emily Wright, Amy Diaz-Barriga

8. Consideration Of Ordinance 2020-32, An Ordinance To Amend The City Of Franklin Sewer Use, Title 18, Chapter 2 Of The Municipal Code.
WS 12/8/20

Sponsors: Michelle Hatcher

9. Consideration Of Resolution 2020-254, A Resolution To Adopt Industrial User Local Limits And The Plant Protection Criteria Evaluation.
WS 11/24/20

Sponsors: Michelle Hatcher

10. Consideration Of Resolution 2020-255, A Resolution To Adopt The City Of Franklin Pretreatment Program Enforcement Response Plan.
WS 11/24/20

Sponsors: Michelle Hatcher

11. Consideration Of Change Order 13 To COF Contract No. 2018-0259 With Southland Constructors, The Reworking Of The HVAC System EMS Side From A 4 Ton To A 6 Ton Dual Climate System At Fire Station 7.

Sponsors: Brad Wilson

12. Consideration Of Change Order 14 To COF Contract No. 2018-0259 With Southland Constructors, Inc. For The Relocation Of The Emergency Generator Pad And Redesign Of The Dumpster Enclosure To Another Site Location Due To Topo And Size Of Unit At Fire Station 7.

Sponsors: Brad Wilson

13. Consideration Of Change Order 15 To COF Contract No. 2018-0259 To Amend The Contract With Southland Constructors, Inc For A Total Of Seven Weather Delays For Fire Station 7.

Sponsors: Brad Wilson

14. Consideration Of COF Contract No. 2020-0244, Between The City Of Franklin And Friends Of Franklin Parks, Inc., Lease Agreement For Event Spaces At The Park At Harlinsdale Farm.
CIC 12/10/20, 4-0

Sponsors: Lisa Clayton

15. Consideration Of The Updated Master Plan For Liberty Park.
CIC 12/10/20, 4-0

Sponsors: Lisa Clayton

OTHER BUSINESS

ADJOURN

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



File #: 20-01584

DATE: December 21, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Resolution 2020-275, A Resolution Declaring That The Board Of Mayor And Aldermen Members Shall Meet On January 12, 2021 For Work Session And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

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

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-275.

RESOLUTION 2020-275

A RESOLUTION DECLARING THAT THE BOARD OF MAYOR AND ALDERMEN SHALL MEET ON JANUARY 12, 2021, FOR WORK SESSION AND CONDUCT ITS ESSENTIAL BUSINESS BY ELECTRONIC MEANS RATHER THAN BEING REQUIRED TO GATHER A QUORUM OF THE MEMBERS PHYSICALLY PRESENT IN THE SAME LOCATION BECAUSE IT IS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF TENNESSEANS IN LIGHT OF THE COVID-19 OUTBREAK

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

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

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

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

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

WHEREAS, on March 20, 2020, Governor Lee issued Executive Order No. 16, and later issued Executive Order No. 34, Executive Order No. 51, Executive Order No. 60, Executive Order No. 65, and Executive Order No. 71, allowing electronic meetings while continuing to function openly and transparently; and

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

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to conduct the January 12, 2021, work session by electronic means.

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

The work session scheduled for January 12, 2021, at 5 p.m. shall be conducted by electronic means rather than requiring a quorum of the members of the Board of Mayor and Aldermen to attend in person to protect the health, safety, and welfare of Tennesseans in light of the COVID-19 outbreak. Physical access in the meeting room will be limited. The public can view and participate in the meetings by watching the meeting live or later as a recording on FranklinTV, the City of Franklin website, the City of Franklin's Facebook page, and the City of Franklin's YouTube account. Specific dial-in and website links can be found on the City's website at

<https://www.franklintn.gov/Home/Components/Calendar/Event/10684/1092>

IT IS SO RESOLVED AND DONE on this 12th day of January, 2021.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

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



File #: 20-01592

DATE: December 22, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Eric Stuckey, City Administrator

SUBJECT:

*Consideration of Resolution 2020-287, A Resolution To Affirm Compliance With Federal Title VI Regulations for 2021.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2020-287, A Resolution to affirm compliance with Federal Title VI regulations for the City of Franklin, TN.

BACKGROUND/STAFF COMMENTS:

Title VI of the 1964 Civil Rights Act states that, "No person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

If the City of Franklin is non-compliant with Title VI regulations, this could prohibit federal funding for City projects. Currently, the Risk Manager is the Title VI Coordinator and must periodically complete Title VI self-surveys that either the Department of the Military or the Department of Justice send to the City of Franklin. Through these self-surveys, we prove that we are compliant with Title VI regulations. This allows the City of Franklin to receive federal grant money. Some examples of compliance are, putting Title VI language in all our bid documents and contracts, Title VI training for new employees, having a LEP (Limited English Person) policy in place in case one of our customers or citizens doesn't speak English, and putting Title VI language on our applications, etc.

FINANCIAL IMPACT:

As stated above, non-compliance with Title VI could inhibit the City's ability to use federal funding for city projects and programs.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-287.

RESOLUTION 2020-287
A RESOLUTION TO AFFIRM COMPLIANCE WITH
FEDERAL TITLE VI REGULATIONS

WHEREAS, both Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 provide that no person in the United States shall, on the ground of race, color or national origin be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance; and

WHEREAS, the Tennessee Attorney General opined in Opinion No. 92.47 that state and local governments are required to comply with Title VI of the Civil Rights Act in administering federally funded programs; and

WHEREAS, the City of Franklin receives federal funds for various projects through several state agencies such as the Tennessee Department of Transportation (TDOT) the Tennessee Department of Environment and Conservation (TDEC) and others, as well as some federal agencies directly; and

WHEREAS, by virtue receiving the federal funds through the state agencies, the Board of Mayor and Aldermen need to confirm that the City is in compliance with the regulations of Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987.

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

SECTION 1. The Board of Mayor and Aldermen of the City of Franklin declares that the City is in compliance with the federal Title VI regulations.

SECTION 2. Any state agency providing pass through federal funds to the City, or any federal agency providing funds directly to the City may from time to time monitor the City's compliance with federal Title VI regulations.

SECTION 3. This Resolution shall take effect upon adoption, the public welfare requiring it.

Adopted this 12th day of January, 2021.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
ERIC S. STUCKEY
City Recorder

By: _____
DR. KEN MOORE
Mayor



File #: 20-01477

DATE: December 14, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Shauna Billingsley, City Attorney

SUBJECT:

*Consideration Of A Resolution 2020-267, Authorizing The Mayor To Sign Documents Relating To A Bond To Be Issued By The Health And Educational Facilities Board Of The City Of Franklin On Behalf Of Franklin Christian Academy.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2020-267, authorizing the Mayor to sign documents relating to a bond to be issued by The Health and Educational Facilities Board of the City of Franklin on behalf of Franklin Christian Academy.

BACKGROUND/STAFF COMMENTS:

Franklin Christian Academy (the "Borrower") has requested approval of The Health and Educational Facilities Board of the City of Franklin (the "Issuer") for a bond to be issued on their behalf in an amount not to exceed \$12,750,000. Proceeds of the bond will be used to finance the acquisition, construction, installation and equipping of educational facilities located at 818 Old Charlotte Pike East, Franklin, Tennessee. Improvements include addition of classrooms, rooms for performing and visual arts studios, cafeteria/commons areas with kitchen, office space, and athletic fields. The issuance also includes an estimated \$2.5 million for refinancing of previously issued debt for educational facilities. The Borrower is responsible for payment of all principal and interest. A meeting of the Issuer is scheduled for January 12, 2021 at 9am CT for purposes of 1) holding a public hearing on the proposed bond and 2) consideration of the bond resolution. A notice of the January 12, 2021 meeting appeared in the Williamson Herald.

FINANCIAL IMPACT:

There is no financial impact to the City of Franklin. Repayment is the sole responsibility of the Borrower.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-267.

November 12, 2020

Board of Directors of The Health and
Educational Facilities Board of the City of
Franklin

C/O James T. Oglesby, Esq.
Schell & Oglesby, LLC
509 New Highway 96 West
Suite 201
Franklin, Tennessee 37064

Re: Tax-Exempt Financing Project for Franklin Christian Academy

Ladies and Gentlemen:

Kindly allow this letter to serve as a request to The Health and Educational Facilities Board of the City of Franklin (the "Board") to serve as the conduit issuer for a tax-exempt loan from Renasant Bank ("Renasant") to Franklin Christian Academy (the "Borrower"), a Tennessee nonprofit corporation which has been designated to be a 501c3 tax-exempt entity. By virtue of being a 501c3 entity, the Borrower is eligible to borrow funds on a tax-exempt basis which allows it to obtain a cheaper cost of financing than a conventional loan. We will defer to your Board on scheduling the date/time of a meeting which accommodates your schedules.

We are asking your Board to authorize the issuance of up to \$12,750,000 (the final loan amount will be approximately \$12,500,000 but we are requesting some wiggle room) to refinance existing taxable debt in the approximate amount of \$2.5 million (previously incurred to finance building improvements on the Borrower's campus) and to finance approximately \$10.0 million of new improvements on Borrower's campus located at 818 Old Charlotte Pike East, Franklin, Tennessee 37064 (the "Project"). The Project is 100% owned and used by the Borrower in its nonprofit mission of providing educational services, on a nonprofit basis, in the greater Franklin, Tennessee area. The new improvements proposed to be constructed on Borrower's campus include the following: (i) 8 classrooms; (ii) 2 rooms for performing and visual arts studios; (iii) cafeteria/common area with kitchen improvements; (iv) office space; and (v) athletic fields for football, soccer, and baseball.

We will be presenting to your Board for consideration and hopeful approval, an authorizing resolution which authorizes a loan in the principal amount up to \$12,750,000 with a term of ten years and a tax-exempt interest rate (fixed for 5 years, then subject to re-set for years 6-10 based on a defined index). Renasant Bank will serve as the sole lender for the project and the loan is structured as a direct private placement with Renasant Bank (there are no publicly

November 12, 2020

Page 2

traded bonds). Renasant will have a Deed of Trust on Borrower's campus as collateral for the loan.

The financing documents will be prepared by our firm and presented to your counsel, Mr. James Oglesby, for review and approval. The financing documents will expressly provide that your Board is not liable in any way in connection with the loan or the Project, and you as directors of the Board, are also not liable in any way in connection with the loan or the Project.

Due to the coronavirus pandemic, we are aware that in-person meetings of the board of directors may have special safety accommodating requests (masks, social distancing, etc.). We are certainly mindful of everyone's safety and will adhere to any safety protocols with which you request we adhere.

I have taken the liberty of attaching a draft of the proposed authorizing resolution and TEFRA notice (required by the federal tax laws) in preparation for a public hearing on the proposed Project.

If anyone has any questions, please let me know. On behalf of Mr. Hugh Harris (Headmaster and President of the Board of Directors of the Borrower) and Mr. Harrison Crabtree of Renasant Bank, we greatly appreciate your Board's consideration of this financing project for Franklin Christian Academy. By financing the Project on a tax-exempt basis, Franklin Christian Academy saves precious dollars which it can re-invest in its nonprofit mission of providing an outstanding, nonprofit educational program in the greater Franklin, Tennessee area.

Very truly yours,



David B. Ringelstein II

DBRII:

Cc: Mr. Harrison Crabtree (via email w/attachments)
Mr. Hugh Harris (via email w/attachments)

RESOLUTION 2020-267

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE CERTAIN DOCUMENTS RELATING TO A FINANCING OF DEBT FOR FRANKLIN CHRISTIAN ACADEMY THROUGH THE CITY OF FRANKLIN HEALTH & EDUCATIONAL FACILITIES BOARD.

WHEREAS, Franklin Christian Academy of Franklin, Tennessee (“FCA”), has requested that The Health and Educational Facilities Board of the City of Franklin, Tennessee, issue its revenue bonds in a maximum amount not to exceed \$12,750,000 (the “Bonds”) for the purpose of refinancing \$2.5 million and financing \$10.25 million for the Issuer’s new improvements to be constructed on the Issuer’s campus to include the following: 8 new classrooms, 2 rooms for performing and visual arts studios, cafeteria/common area with kitchen improvements, office space, and athletic fields for football, soccer, and baseball (the “Project”); and

WHEREAS, the Bonds will be issued as federally tax-exempt bonds under the Internal Revenue Code of 1986 (the “Code”). Pursuant to the requirements of the Code, the Issuer will hold a public hearing for persons to express with differing views on the Bonds and facilities thereby; and

WHEREAS, the Health and Educational Facilities Board of the City of Franklin, Tennessee, met on January 11, 2021, and held a public hearing on FCA’s request and approved the issue; and

WHEREAS, following the meeting and public hearing held by the Health and Educational Facilities Board of the City of Franklin, Tennessee, and pursuant to the requirements of the Code in connection with the issuance of tax-exempt bonds, FCA requests Mayor Moore’s approval as the chief elected executive officer of the City of Franklin, Tennessee, on the Tax Equity and Financial Responsibility Act of 1982 (also known as “TEFRA”) Approval acknowledging the actions taken by the Health and Educational Facilities Board of the City of Franklin, Tennessee; and

WHEREAS, the Tax Equity and Financial Responsibility Act of 1982 approval is given pursuant to Section 147(f) of the Code and does not in any respect obligate the City of Franklin for the payment of the Bonds. Pursuant to Section 48-101-313 of the Tennessee Code Annotated, the City of Franklin shall not in any event be liable for the payment of the principal of or interest on any bonds of the Issuer, or for the performance of any pledge, mortgage, obligation, or agreement of any kind whatsoever, which may be undertaken by the Issuer, and none of the bonds of the Issuer or any of its agreements or obligations shall be construed to constitute an indebtedness of the City of Franklin within the meaning of any constitutional or statutory provision whatsoever.

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to authorize Mayor Moore to execute the Tax Equity and Financial Responsibility Act of 1982 approval.

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

Section 1. The recitations set forth above are incorporated herein as if set forth at length.

Section 2. Mayor Moore is authorized to execute the Tax Equity and Financial Responsibility Act of 1982 Approval (Exhibit A) with the understanding that the Approval does not in any respect obligate the City of Franklin for the payment of the Bonds. Pursuant to Section 48-101-313 of the Tennessee Code Annotated, the City of Franklin shall not in any event be liable for the payment of the principal of or interest on any bonds of the Issuer, or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever, which may be undertaken by the Issuer, and none of the bonds of the Issuer or any of its agreements or obligations shall be construed to constitute an indebtedness of the City of Franklin within the meaning of any constitutional or statutory provision whatsoever.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

Eric S. Stuckey
City Administrator

By: _____

Dr. Ken Moore
Mayor

Approved as to Form:

By: _____

Shauna R. Billingsley
City Attorney



File #: 20-0958

DATE: January 5, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kevin Townsel, Director of Human Resources

SUBJECT:

*Consideration Of Resolution 2021-04, A Resolution To Continue The Practice Of Providing Employees Paid Leave As Provided In The Families First Coronavirus Response Act.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the continued practice of providing paid leave for COVID-related absences.

BACKGROUND/STAFF COMMENTS:

The Families First Coronavirus Response Act ("FFCRA") required certain employers, including the City of Franklin, to provide employees with paid sick leave or expanded family and medical leave for specified reasons related to COVID-19. These provisions applied from the effective date through December 31, 2020.

Under the FFCRA, an employee qualified for paid sick time if the employee was unable to work (or unable to telework) due to a need for leave because the employee:

1. was subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
 2. had been advised by a health care provider to self-quarantine related to COVID-19;
 3. was experiencing COVID-19 symptoms and is seeking a medical diagnosis;
 4. was caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
 5. was caring for a child whose school or place of care is closed (or child-care provider is unavailable) for reasons related to COVID-19; or
6. was experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

While employers are no longer required to provide FFCRA leave to employees, employers may still do so to encourage employees to stay home when experiencing COVID-like symptoms, when employees should remain in quarantine or isolation, or to care for a child whose school or place of

care is closed. Staff believes that continuing the practice of providing COVID-related pay to employees is the best option and proposes to continue the practice through March 2021.

FINANCIAL IMPACT:

There is not a direct, immediate financial impact to extending the COVID pay classification. Employee will receive the same pay they would otherwise under sick pay.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2021-04.

RESOLUTION 2021-04

A RESOLUTION TO CONTINUE THE PRACTICE OF PROVIDING EMPLOYEES PAID LEAVE AS PROVIDED IN THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

WHEREAS, the Families First Coronavirus Response Act (“FFCRA”) required certain employers, including the City of Franklin, to provide employees with paid sick leave or expanded family and medical leave for specified reasons related to COVID-19. These provisions applied from the effective date through December 31, 2020; and

WHEREAS, the FFCRA provided that employees of covered employees (the City of Franklin) were eligible for:

- a. *Two weeks (up to 80 hours) of paid sick leave at the employee’s regular rate of pay where the employee was unable to work because the employee was quarantined (pursuant to Federal, State, or local government order or advice of a health care provider), and/or experienced COVID-19 symptoms and sought a medical diagnosis; or*
- b. *Two weeks (up to 80 hours) of paid sick leave at two-thirds the employee’s regular rate of pay because the employee was unable to work because of a bona fide need to care for an individual subject to quarantine (pursuant to Federal, State, or local government order or advice of a health care provider), or to care for a child (under 18 years of age) whose school or child care provider was closed or unavailable for reasons related to COVID-19, and/or the employee was experiencing a substantially similar condition as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of the Treasury and Labor; and*
- c. *Up to an additional 10 weeks of paid expanded family and medical leave at two-thirds the employee’s regular rate of pay where an employee, who has been employed for at least 30 calendar days, was unable to work due to a bona fide need for leave to care for a child whose school or child care provider was closed or unavailable for reasons related to COVID-19; and*

WHEREAS, under the FFCRA, an employee qualified for paid sick time if the employee was unable to work (or unable to telework) due to a need for leave because the employee:

- a. was subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- b. had been advised by a health care provider to self-quarantine related to COVID-19;
- c. was experiencing COVID-19 symptoms and is seeking a medical diagnosis;
- d. was caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
- e. was caring for a child whose school or place of care is closed (or child-care provider is unavailable) for reasons related to COVID-19; or
- f. was experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury; and

WHEREAS, under the FFCRA, an employee qualified for expanded family leave if the employee was caring for a child whose school or place of care was closed (or child-care provider is unavailable) for reasons related to COVID-19; and

WHEREAS, even before the FFCRA became effective, under Mayor Moore’s Executive Orders, the City created a COVID specific pay code and provided paid leave to employees who were unable to work

or telework due to quarantine, isolation; to care for a child who was in quarantine, isolation; or to care for a child whose school or place of care was closed related to COVID; and

WHEREAS, while employers are no longer required to provide FFCRA leave to employees, employers may still do so to encourage employees to stay home when experiencing COVID-like symptoms, when employees should remain in quarantine or isolation, or to care for a child whose school or place of care is closed; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to continue using the COVID pay code and to provide employees paid leave for COVID-related issues.

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

The City shall continue the practice of providing employees paid sick time if the employee is unable to work (or unable to telework) due to a need for leave because the employee:

- a. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
- b. has been advised by a health care provider to self-quarantine related to COVID-19;
- c. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
- d. is caring for an individual subject to an order described in (a) or self-quarantine as described in (b);
- e. is caring for a child whose school or place of care is closed (or child-care provider is unavailable) for reasons related to COVID-19; or
- f. is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

This extension of this temporary COVID-19 sick leave shall be extended through March 31, 2021.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2021.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney



File #: 20-01484

DATE: December 15, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Glenn Johnson, Asst. Fire Chief
Kevin Townsel, Director of Human Resources
Brian Wilcox, Purchasing Manager

SUBJECT:

*Consideration Of Resolution 2020-270, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Provider For (A) Firefighter Annual Physical Medical Exam Services For Uniformed Personnel Of The Franklin Fire Department, And (B) Pre-Employment Physical Medical Exam Services For Candidates To Become Uniformed Personnel Of The Franklin Police Department And The Franklin Fire Department (Purchasing Office Procurement Solicitation No. 2021-006).

PURPOSE:

The purpose of this resolution would be to authorize the use of the competitive sealed proposal procurement method for choosing the service provider, for a term of award, for (a) firefighter annual physical medical exam services for uniformed personnel of the Franklin Fire Department, and (b) pre-employment physical medical exam services for candidates to become uniformed personnel of the Franklin Police Department and the Franklin Fire Department.

BACKGROUND/STAFF COMMENTS:

Tennessee law and City ordinance both require the Board of Mayor and Aldermen to authorize use of the competitive sealed proposal procurement method for choosing suppliers and/or service providers whenever the Board determines that the uses of competitive sealed bidding is either not practicable or not advantageous for the City.

For the planned procurement of certain physical medical exam services, competitive sealed bidding is either not practicable or not advantageous to the City because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

FINANCIAL IMPACT:

The financial impact of the procurement remains to be determined.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution No. 2020-270, a resolution authorizing the use of the competitive sealed proposal procurement method for choosing the service provider for (a) firefighter annual physical medical exam services for uniformed personnel of the Franklin Fire Department, and (b) pre-employment physical medical exam services for candidates to become uniformed personnel of the Franklin Police Department and the Franklin Fire Department.

RESOLUTION 2020-270

A RESOLUTION AUTHORIZING THE USE OF THE COMPETITIVE SEALED PROPOSAL PROCUREMENT METHOD FOR CHOOSING THE SERVICE PROVIDER FOR (A) FIREFIGHTER ANNUAL PHYSICAL MEDICAL EXAM SERVICES FOR UNIFORMED PERSONNEL OF THE FRANKLIN FIRE DEPARTMENT, AND (B) PRE-EMPLOYMENT PHYSICAL MEDICAL EXAM SERVICES FOR CANDIDATES TO BECOME UNIFORMED PERSONNEL OF THE FRANKLIN POLICE DEPARTMENT AND THE FRANKLIN FIRE DEPARTMENT

WHEREAS, pursuant to Tenn. Code Ann. § 12-3-1207 the City may use competitive sealed proposals rather than competitive sealed bids when the City adopts a process for the use of competitive sealed proposals and determines that the use of competitive sealed bidding is either not practicable or not advantageous to the City; and

WHEREAS, the City passed Ordinance 2019-24 on August 13, 2019, authorizing the use of the competitive sealed proposal procurement method; and

WHEREAS, should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then City staff requests authority to use the competitive sealed proposal procurement method for determining which service provider to recommend for award of (a) firefighter annual physical medical exam services for uniformed personnel of the Franklin Fire Department, and (b) pre-employment physical medical exam services for candidates to become uniformed personnel of the Franklin Police Department and the Franklin Fire Department; and

WHEREAS, the Board of Mayor and Aldermen find that the use of the competitive sealed proposal procurement method is advantageous to the City because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

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

Should the City choose to pursue conducting its own competitive process for establishing the basis of pricing pursuant to sealed submittals and published legal notice, then the City is authorized to use the competitive sealed proposal procurement method pursuant to the standards set forth in Municipal Code § 5-504 for determining which suppliers and service providers to recommend for award of (a) firefighter annual physical medical exam services for uniformed personnel of the Franklin Fire Department, and (b) pre-employment physical medical exam services for candidates to become uniformed personnel of the Franklin Police Department and the Franklin Fire Department because qualifications, experience, and competence are more important than price in making the purchase, and because there is more than one solution to this purchasing issue and the competitive sealed proposal procurement method will assist in choosing the best solution and service provider.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Maricruz R. Fincher
Staff Attorney



File #: 20-01439

DATE: November 24, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Planning Director
Amy Diaz-Barriga, Planning Supervisor
Joseph Bryan, Principal Planner

SUBJECT:

Consideration Of Resolution 2020-239, A Resolution Initiating The Annexation Process And Draft Plan Of Services For The Annexation Of 1180 Lewisburg Pike. Establishing a Public Hearing for February 9, 2021.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2020-239, consideration of initiating the annexation and draft plan of services for the annexation of 1180 Lewisburg Pike.

Project Information

Applicant: Greg Gamble, Gamble Design
Owner: Donald E. Beatty

BACKGROUND/STAFF COMMENTS:

The property being considered is between Bowman Road and Henpeck Lane. It is not contiguous to the City limits and is within the City's Urban Growth Boundary (UGB); however, the property helps fill an existing hole in the city limit locations to the north and south. There is an attached memo that addresses criteria that staff considers for non-contiguous annexation requests. One item of note is that this property falls into the SW4 and Goose Creek drainage basins: the Goose Creek basin was identified as a short-term growth area in the 2018 growth study, whereas, the SW4 basin is a long-term growth area. The proximity of sewer to this particular property is closer than most parcels in the SW4 basin. The two parcels to the south of the subject property are also requesting annexation. Should the annexation of 1190 Lewisburg Pike and 2208 Crossway Drive be annexed into the City then the subject property would be contiguous to the city limits.

The subject property at 1180 Lewisburg Pike is within the Large Lot Residential Design Concept as defined by the Envision Franklin Land Use Plan. It is the intention of the applicant to develop the property into single-family residential lots. Envision Franklin states that the Large Lot Residential Design Concept should reflect, "the established character of existing neighborhoods and often provides a transition between City and County subdivisions." Envision Franklin further encourages

one-acre minimum lots and that new development should fit contextually with surrounding neighborhoods and designed around natural features.

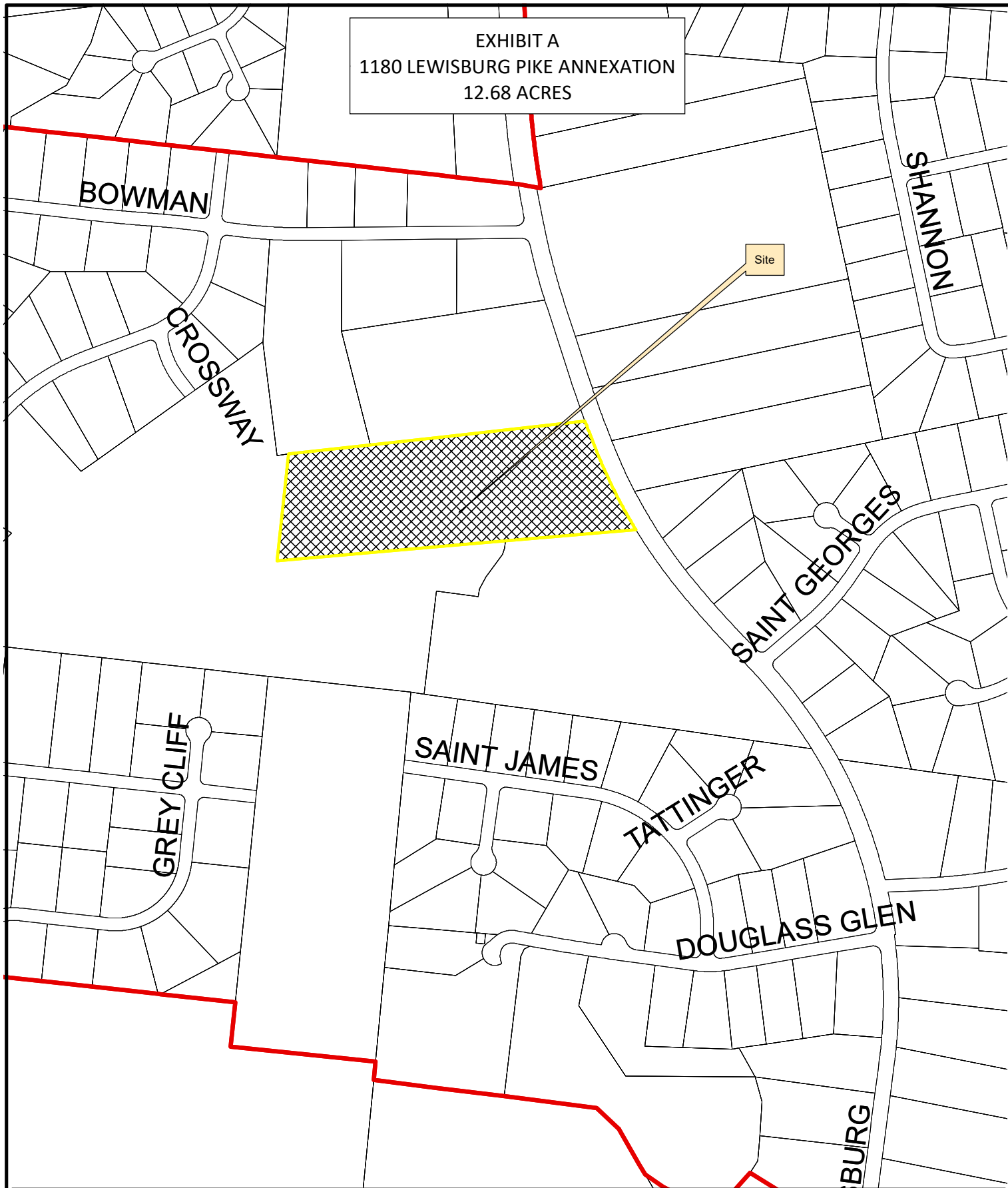
FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-239 initiating the annexation process.

EXHIBIT A
1180 LEWISBURG PIKE ANNEXATION
12.68 ACRES



Legend

-  1180 Lewisburg Pike
-  Existing City Limits

0 250 500 1,000
Feet



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

RESOLUTION 2020-239

CONSIDERATION OF INITIATING THE ANNEXATION PROCESS AND DRAFT PLAN OF SERVICES FOR THE ANNEXATION OF 1180 LEWISBURG PIKE.

WHEREAS, Donald E. Beatty, (Owner) of property located at 1180 Lewisburg Pike (Property), petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee (City), to annex the Property adjoining the City limits and located within the Franklin Urban Growth Boundary (UGB); and

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

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

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

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

SECTION I. That the Property to be further considered by the Franklin Municipal Planning Commission and the Board of Mayor and Aldermen is located West of Lewisburg Pike and South of Bowman Road, as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
106-7.00	12.68
Total	12.68

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

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

SECTION IV: That this Resolution shall take effect immediately after its passage.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley. City Attorney

DRAFT Plan of Services Exhibit B

The Property is located West of Lewisburg Pike and South of Bowman Road, noncontiguous 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
106-7.00	12.68
Total	12.68

A. Water

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

ISSUES TO CONSIDER:

- *The current water infrastructure is adjacent to this property.*
- *Issues related to fire flow and pressure.*
- *A 20-foot water main easement may be required outside of the future Lewisburg Pike ROW for future improvements.*

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, an approximately 3,000-foot extension would be required to serve the Property. For this reason, reclaimed water will not be required to be extended to the Property.

ISSUES TO CONSIDER:

No issues to consider regarding reclaimed water.

C. Wastewater

1. The Property lies within the SW4 and Goose Creek Basins as defined in the City of Franklin Sanitary Sewer Basin Study.
2. The proposed development of the Property is anticipated to construct 14 single family residences.
3. The Owner shall be required to extend the sanitary sewer interceptor approximately 2,800 linear feet to the Henpeck Interceptor per the sanitary sewer basin plan to provide service to the Property.
4. The City of Franklin Sanitary Sewer System Basin Plans show this as an 8-inch sanitary sewer main.
5. The Owner shall be required to submit engineering calculations to determine final sizing requirements.
6. 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.
7. The Owner shall be responsible for the payment of fees per the policies and procedures outlined in Franklin Municipal Code.

DRAFT Plan of Services Exhibit B

ISSUES TO CONSIDER:

- *The extension of the sanitary sewer main will require the acquisition of a number of easements at an unknown cost, depending on the layout of the main constructed.*
- *The off-site sanitary sewer interceptor to be constructed per the sanitary sewer basin plan will not be allowed to run down the Lewisburg Pike ROW.*
- *The sizing and layout of the future interceptor tying to the Henpeck Interceptor must be determined by a COF WMD-approved sewer study conducted at the owner/developer's expense.*

D. Stormwater

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

ISSUES TO CONSIDER:

No issues to consider regarding stormwater.

E. Streets

1. Emergency maintenance of streets will begin on the effective date of annexation.
2. Reconstruction and resurfacing of streets, routine maintenance, and installation of storm drainage will be accomplished under existing City policies.
3. Access to the Property shall be provided from the future connection being constructed by the adjacent property to the west if/when 1180 Lewisburg Pike is subdivided or redeveloped.
4. Unless waived by the Franklin Engineering Department, the Owner of the Property shall be required to submit a traffic impact study prior to submitting a development plan for review and approval. The exact scope associated with this traffic impact study shall be determined prior to submittal of the development plan. Required street improvements shall be determined as part of the plan. The roadways constructed as part of this development shall comply with City Street Standards.

ISSUES TO CONSIDER:

- *This property does not include future roadways listed on the Major Thoroughfare Plan. It fronts on Lewisburg Pike. Upon replatting or redevelopment of the property, right-of-way dedication will be required per the Major Thoroughfare Plan.*
- *At the 10-7-20 County Highway Commission Meeting the commission voted to only allow an emergency connection to Crossway Drive allowing only one way in and one way out for the 1190 and 1180 Lewisburg Pike properties if they develop.*
- *Due to the location of the property and its sizable distance from existing City limits, state law requires that an agreement between the City and County be established regarding the maintenance of roads and bridges along the route that would be located between the property to be annexed and the current City limits.*

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.

DRAFT Plan of Services Exhibit B

2. New development after the effective date of annexation shall comply with City regulations governing traffic control devices and markings.

ISSUES TO CONSIDER:

No issues to consider regarding traffic control.

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 streetlights shall coincide with the phasing of development and issuance of Certificates of Occupancy.

ISSUES TO CONSIDER:

No issues to consider regarding street lighting.

H. Street Name Signs

1. No additional street name signs in the area have been deemed necessary.
2. New development shall install street name signs per City policy.

ISSUES TO CONSIDER:

No issues to consider regarding street name signs.

I. Fire Protection

1. Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on and after the effective date of annexation.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.

ISSUES TO CONSIDER:

- *Due to the location of the property and its sizable distance from existing City limits, state law requires that an agreement between the City and County be established, if one does not already exist, regarding the provision of emergency services for properties located between the property to be annexed and the current City limits.*

J. Planning and Zoning

1. Envision Franklin places these parcels into the Large Lot Residential Design Concept. Envision Franklin states that this design concept, "reflects the established character of existing neighborhoods," and that new lots should be a minimum of an acre in size. It further states that, "[New] neighborhoods should be designed around natural features to highlight forested areas, hillsides and hilltops, streams, and tree rows." The property being considered for annexation is located between the existing City limit boundaries along Lewisburg Pike. They begin to fill a gap between Berry Farms at the south and Sullivan Farms at the north.
2. The zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
3. Upon annexation, the Property will be zoned by the Board of Mayor and Aldermen to a Zoning District and any applicable Overlay Zoning District(s), pursuant to the requirements of the Franklin Zoning Ordinance. If the Owner has requested the Planned District, they shall be required to submit a Development Plan, pursuant to the Franklin Zoning Ordinance.

DRAFT Plan of Services Exhibit B

ISSUES TO CONSIDER:

- *This property was identified in a high priority growth area based on a study done in 2018 and presented to the Board of Mayor and Aldermen.*
- *Sewer is already in close proximity, and the needed investment is much less than other large noncontiguous annexations considered in the past. Extension of sewer would be at the cost of the property owner.*
- *Currently the following Overlay Districts have been identified for this property, and will affect future development: Hillside Hillcrest Overlay (HHO), and 500ft HHO Buffer.*
- *The staff anticipates an Envision Franklin Plan Amendment would be requested by the applicant to a higher density design concept.*

K. Parks and Recreation

1. The benefit and use of the recreational facilities and programs provided by the Parks Department will be available on and after the effective date of the annexation. Recreational facilities and programs will be provided with existing personnel, facilities and resources.
2. New development in the annexed area shall comply with the City of Franklin Parkland Impact Fees and Parkland Dedication Ordinance 2016-25. The Ordinance can be found at https://library.municode.com/tn/franklin/codes/code_of_ordinances
3. The Parks Master Plan is due to be updated 2021-22 to include new amendments that have been add over the past few years as we improve our processes. At this time Parks will look at the outer boundaries of the UGB for land and growth potential to build City Parks. Assured that Neighborhood Parks and Trails will need to be a part of future planning.

ISSUES TO CONSIDER:

No issues to consider regarding parks and recreation.

L. Police Protection

1. Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation.
2. Police services will be provided with existing personnel and equipment.

ISSUES TO CONSIDER:

No issues to consider regarding police protection.

M. Building and Code Inspection Services

1. Building and code inspection services will begin in the annexed area on and after the effective date of the annexation.
2. New development in the annexed area shall comply with adopted City Building Codes, pay the applicable fees, and obtain the required permits for inspection services.

ISSUES TO CONSIDER:

No issues to consider regarding building and code inspection services.

N. Garbage and Recycling Pickup and Environmental Services

1. The Sanitation and Environmental Services Department will begin providing services in the annexed area on and after the effective date of the annexation in accordance with adopted City requirements.
2. For non-residential, apartments, or institutional uses, the Sanitation and Environmental Services Department will begin providing services in the annexed area on and after the effective date of the annexation in accordance with adopted City requirements. The Owner

DRAFT Plan of Services
Exhibit B

does not have to use the City as a provider, but the Owner shall be responsible for providing refuse collection services as a matter of public health. The Owner shall present a plan for service for refuse collection services for approval by the Sanitation and Environmental Services Department and shall be required to install required dumpster enclosures if dumpsters will be used for holding refuse between scheduled service days.

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

ISSUES TO CONSIDER:

No issues to consider regarding garbage and recycling pickup and environmental services.

DRAFT Plan of Services
Exhibit B

The Property is located West of Lewisburg Pike and South Of Bowman Road, noncontiguous 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
106-7.00	12.68
Total	12.68

A. Water

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

ISSUES TO CONSIDER:

- *The current water infrastructure is adjacent to this property.*
- *Issues related to fire flow and pressure.*
- *A 20-foot water main easement may be required outside of the future Lewisburg Pike ROW for future improvements.*

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, an approximately 3,000-foot extension would be required to serve the Property. For this reason, reclaimed water will not be required to be extended to the Property.

ISSUES TO CONSIDER:

No issues to consider regarding reclaimed water.

C. Wastewater

1. The Property lies within the SW4 and Goose Creek Basins as defined in the City of Franklin Sanitary Sewer Basin Study.
2. The proposed development of the Property is anticipated to construct 14 single family residences.
3. The Owner shall be required to extend the sanitary sewer interceptor approximately 2,800 linear feet to the Henpeck Interceptor per the sanitary sewer basin plan to provide service to the Property.
4. The City of Franklin Sanitary Sewer System Basin Plans show this as an 8-inch sanitary sewer main.
5. The Owner shall be required to submit engineering calculations to determine final sizing requirements.
6. 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.
7. The Owner shall be responsible for the payment of fees per the policies and procedures outlined in Franklin Municipal Code.

DRAFT Plan of Services
Exhibit B

ISSUES TO CONSIDER:

- *The extension of the sanitary sewer main will require the acquisition of a number of easements at an unknown cost, depending on the layout of the main constructed.*
- *The off-site sanitary sewer interceptor to be constructed per the sanitary sewer basin plan will not be allowed to run down the Lewisburg Pike ROW.*
- *The sizing and layout of the future interceptor tying to the Henpeck Interceptor must be determined by a COF WMD approved sewer study conducted at the owner/developer's expense.*

D. Stormwater

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

ISSUES TO CONSIDER:

No issues to consider regarding stormwater.

E. Streets

1. Emergency maintenance of streets will begin on the effective date of annexation.
2. Reconstruction and resurfacing of streets, routine maintenance, and installation of storm drainage will be accomplished under existing City policies.
3. Access to the Property shall be provided from the future connection being constructed by the adjacent property to the west if/when 1180 Lewisburg Pike is subdivided or redeveloped.
4. Unless waived by the Franklin Engineering Department, the Owner of the Property shall be required to submit a traffic impact study prior to submitting a development plan for review and approval. The exact scope associated with this traffic impact study shall be determined prior to submittal of the development plan. Required street improvements shall be determined as part of the plan. The roadways constructed as part of this development shall comply with City Street Standards.

ISSUES TO CONSIDER:

- *This property does not include future roadways listed on the Major Thoroughfare Plan. It fronts on Lewisburg Pike. Upon replatting or redevelopment of the property, right-of-way dedication will be required per the Major Thoroughfare Plan.*
- *At the 10-7-20 County Highway Commission Meeting the commission voted to only allow an emergency connection to Crossway Drive allowing only one way in and one way out for the 1190 and 1180 Lewisburg Pike properties if they develop.*
- *Due to the location of the property and its sizable distance from existing City limits, state law requires that an agreement between the City and County be established regarding the maintenance of roads and bridges along the route that would be located between the property to be annexed and the current City limits.*

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.

DRAFT Plan of Services
Exhibit B

2. New development after the effective date of annexation shall comply with City regulations governing traffic control devices and markings.

ISSUES TO CONSIDER:

No issues to consider regarding traffic control.

G. Street Lighting

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

ISSUES TO CONSIDER:

No issues to consider regarding street lighting.

H. Street Name Signs

1. No additional street name signs in the area have been deemed necessary.
2. New development shall install street name signs per City policy.

ISSUES TO CONSIDER:

No issues to consider regarding street name signs.

I. Fire Protection

1. Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on and after the effective date of annexation.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.

ISSUES TO CONSIDER:

- *Due to the location of the property and its sizable distance from existing City limits, state law requires that an agreement between the City and County be established, if one does not already exist, regarding the provision of emergency services for properties located between the property to be annexed and the current City limits.*

J. Planning and Zoning

1. Envision Franklin places these parcels into the Large Lot Residential Design Concept. Envision Franklin states that this design concept, "reflects the established character of existing neighborhoods," and that new lots should be a minimum of an acre in size. It further states that, "[New] neighborhoods should be designed around natural features to highlight forested areas, hillsides and hilltops, streams, and tree rows." The property being considered for annexation is located between the existing City limit boundaries along Lewisburg Pike. They begin to fill a gap between Berry Farms at the south and Sullivan Farms at the north.
2. The zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
3. Upon annexation, the Property will be zoned by the Board of Mayor and Aldermen to a Zoning District and any applicable Overlay Zoning District(s), pursuant to the requirements

DRAFT Plan of Services Exhibit B

of the Franklin Zoning Ordinance. If the Owner has requested the Planned District, they shall be required to submit a Development Plan, pursuant to the Franklin Zoning Ordinance.

ISSUES TO CONSIDER:

- *This property was identified in a high priority growth area based on a study done in 2018 and presented to the Board of Mayor and Aldermen.*
- *Sewer is already in close proximity, and the needed investment is much less than other large noncontiguous annexations considered in the past. Extension of sewer would be at the cost of the property owner.*
- *Currently the following Overlay Districts have been identified for this property, and will affect future development: Hillside Hillcrest Overlay (HHO), and 500ft HHO Buffer.*
- *The staff anticipates an Envision Franklin Plan Amendment would be requested by the applicant to a higher density design concept.*

K. Parks and Recreation

1. The benefit and use of the recreational facilities and programs provided by the Parks Department will be available on and after the effective date of the annexation. Recreational facilities and programs will be provided with existing personnel, facilities and resources.
2. New development in the annexed area shall comply with the City of Franklin Parkland Impact Fees and Parkland Dedication Ordinance 2016-25. The Ordinance can be found at https://library.municode.com/tn/franklin/codes/code_of_ordinances
3. The Parks Master Plan is due to be updated 2021-22 to include new amendments that have been add over the past few years as we improve our processes. At this time Parks will look at the outer boundaries of the UGB for land and growth potential to build City Parks. Assured that Neighborhood Parks and Trails will need to be a part of future planning.

ISSUES TO CONSIDER:

No issues to consider regarding parks and recreation.

L. Police Protection

1. Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation.
2. Police services will be provided with existing personnel and equipment.

ISSUES TO CONSIDER:

No issues to consider regarding police protection.

M. Building and Code Inspection Services

1. Building and code inspection services will begin in the annexed area on and after the effective date of the annexation.
2. New development in the annexed area shall comply with adopted City Building Codes, pay the applicable fees, and obtain the required permits for inspection services.

ISSUES TO CONSIDER:

No issues to consider regarding building and code inspection services.

DRAFT Plan of Services
Exhibit B

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. For non-residential, apartments, or institutional uses, the Sanitation and Environmental Services Department will begin providing services in the annexed area on and after the effective date of the annexation in accordance with adopted City requirements. The Owner does not have to use the City as a provider, but the Owner shall be responsible for providing refuse collection services as a matter of public health. The Owner shall present a plan for service for refuse collection services for approval by the Sanitation and Environmental Services Department and shall be required to install required dumpster enclosures if dumpsters will be used for holding refuse between scheduled service days.
3. No additional manpower or equipment will be necessary to serve the annexation area at this time.

ISSUES TO CONSIDER:

No issues to consider regarding garbage and recycling pickup and environmental.



MEMORANDUM

Date: December 18, 2020

To: Franklin Board of Mayor and Aldermen (BOMA)

From: Emily (Hunter) Wright, Director of Planning & Sustainability

Re: **Noncontiguous Annexation Guidelines for Staff Recommendations**

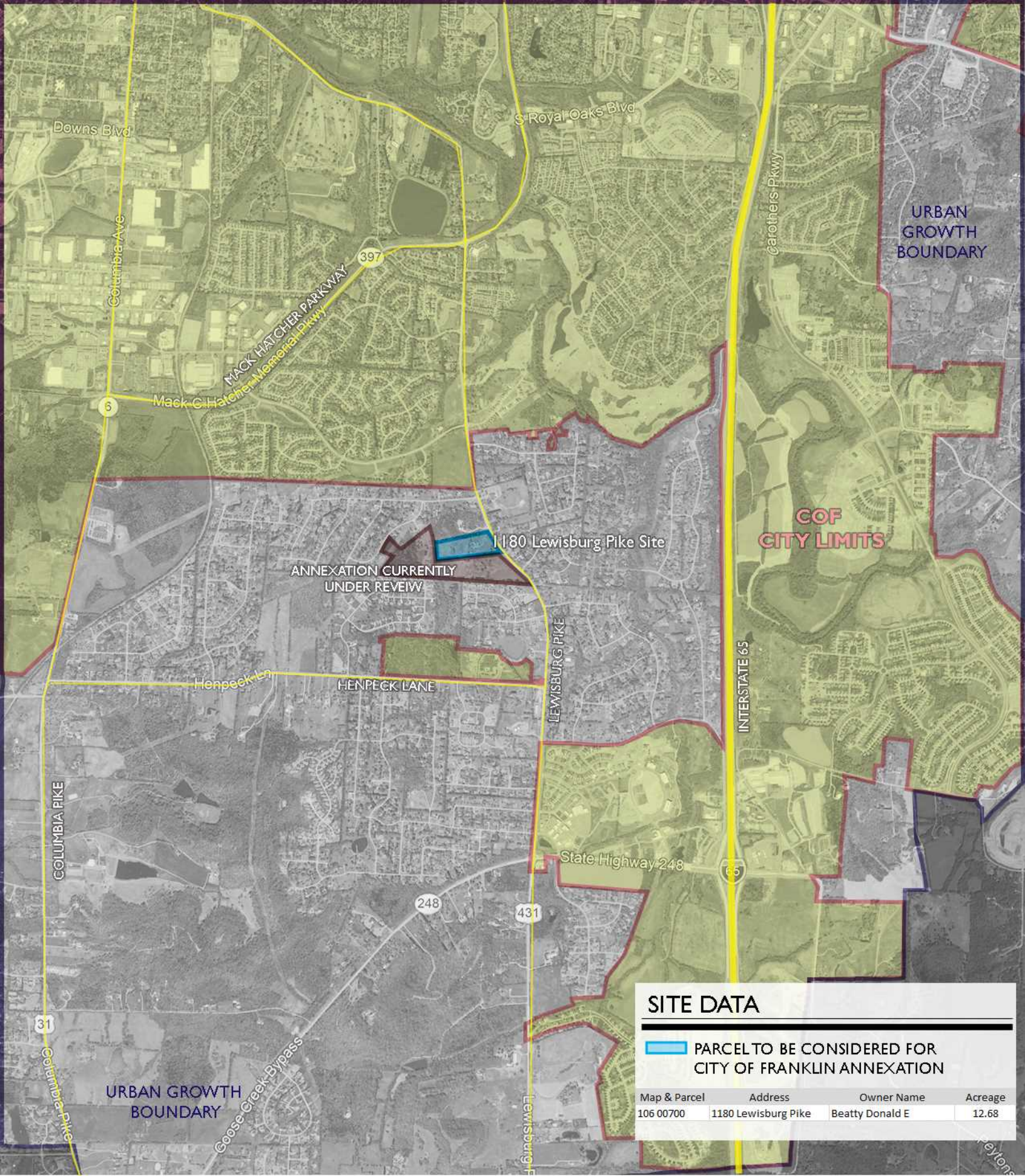
With changes to state law (T.C.A.) in 2015, municipalities' ability to annex property within the Urban Growth Boundary became limited to:

- Annexation by property owner request
- Annexation by referendum (a requirement if outside of the UGB)

Also, during this time, the state adopted legislation to permit noncontiguous annexation. This came about because municipalities were no longer able to annex property where property owners did not agree to be annexed; however, property owners farther outside the City limits would continue to be interested in annexation. While noncontiguous annexation is not ideal or always efficient, it is one of the only ways that cities can continue to expand their boundaries under the existing parameters of the law. Another important factor pertains to the City's plans for extending reliable, public water and sanitary sewer services and how these plans and the investments made to date will be impacted. So, why should noncontiguous annexation be considered in some circumstances?

City staff use the **following guidelines** to evaluate noncontiguous annexation requests (responses relate to current annexation requests along Lewisburg Pike at Henpeck Lane):

1. **Where does the property rate in the 2018 Growth Priority Study, which analyzed developable acreage, future land uses/return on investment, infrastructure, and emergency response?** This particular annexation on Lewisburg Pike is located in the SW4 and Goose Creek Drainage Basin, which was rated as a Long-Term Capability; however, these particular properties are near Sullivan Farms and in closer proximity to sewer than much of the SW4 basin.
2. **What is the magnitude of public and private investment needed to serve the property with infrastructure and City services?** Sewer is already in close proximity, and the needed investment is much less than other large noncontiguous annexations considered in the past. Extension of sewer would be at the cost of the property owner.
3. **Where are the existing City limits in proximity to the property to be annexed?** The property being considered for annexation is located between the existing City limit boundaries along Lewisburg Pike. They begin to fill a gap between Berry Farms at the south and Sullivan Farms at the north. Additional property owners along Lewisburg Pike have expressed interest in annexation, as well.



SITE DATA

PARCEL TO BE CONSIDERED FOR CITY OF FRANKLIN ANNEXATION

Map & Parcel	Address	Owner Name	Acreage
106 00700	1180 Lewisburg Pike	Beatty Donald E	12.68



1180 Lewisburg Pike ANNEXATION MAP



File #: 20-01330

DATE: December 14, 2020
TO: Board of Mayor and Aldermen
FROM: Emily Wright, Planning Director
Amy Diaz-Barriga, Planning Supervisor

SUBJECT:

Consideration Of Resolution 2020-222, A Resolution Approving A Revised Development Plan, Huffines Ridge PUD, For The Property Located South Of East McEwen Drive And West Of Carothers Parkway. Establishing a Public Hearing for February 9, 2021.
FMPC 12/10/20, 7-0

PURPOSE:

PROJECT INFORMATION

COF Project Number: 7375
Applicant: Greg Gamble, GDC
Owner: Legacy Cool Springs, LLC

BACKGROUND/STAFF COMMENTS:

The purpose of this revision to the Development Plan is to remove an external access point from the plan, where Ezeal Drive intersected with Huffines Ridge Drive. This connection was previously shown on the development plan, approved in April of 2019, as an access drive. At site plan, this connection was changed to a public right-of-way and was extended to connect to Aureum Drive. During the finalization of the grading plans for this connection at Huffines Ridge Drive, Milcrofton stated that they would not let their water line be lowered to accommodate the road connection. The development team and staff have spend many months trying to work on alternatives that would not encumber Milcrofton's line. The development team and staff have also been in routine contact with Milcrofton to discuss any flexibility or reconsideration of their stance on not lowering the water line. Despite these efforts, Milcrofton has yet to change their stance on the waterline issue. Staff has reviewed several design alternatives, and feels that the revision shown is the one with the least amount of safety concerns. It does reduce a cross-connection, and it does change the entrance to the Parks property, so staff would prefer that staff, the developer, and Microfton could come to a solution where a connection to Huffines Ridge Drive could be retained and a development plan revision is not needed. Staff is hopeful that an agreement with Microfton is on the horizon, but does not want to hold up development any longer, so staff can support this revision. But to this end, staff has made a condition of approval that should an agreement be reached with Milcrofton in the near future to lower all or a portion of the line, then the connection can be made and another Development Plan revision is not required. The potential change will be bonded with a site plan revision with a deadline of December 31, 2030 to release the surety if an agreement is not made with Microfton Utility District.

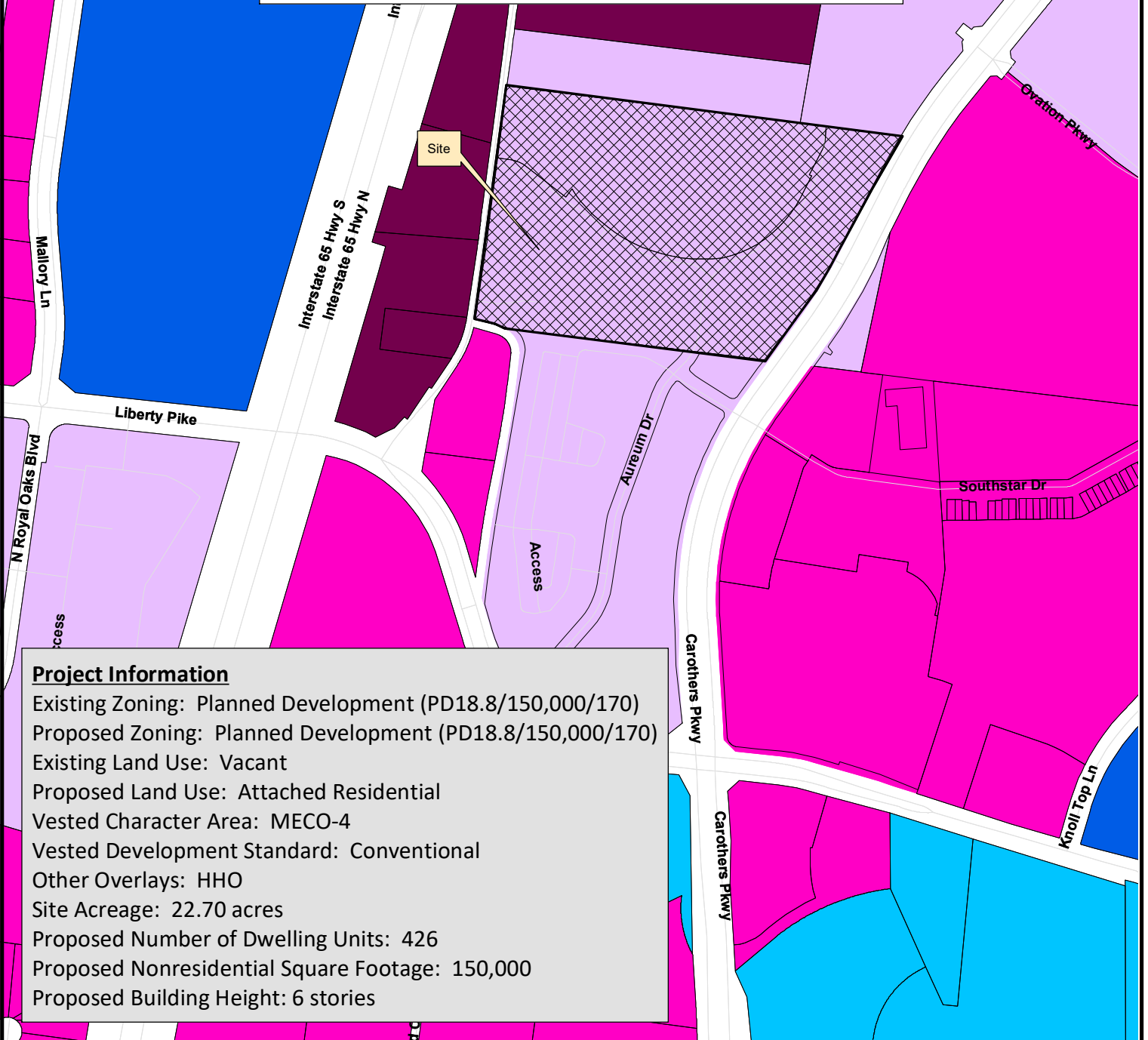
FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve, with conditions, Resolution 2020-222.

HUFFINES PUD SUBDIVISION, DEVELOPMENT PLAN, REVISION 1
 RESOLUTION 2020-222
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 12/10/2020



Project Information

Existing Zoning: Planned Development (PD18.8/150,000/170)
 Proposed Zoning: Planned Development (PD18.8/150,000/170)
 Existing Land Use: Vacant
 Proposed Land Use: Attached Residential
 Vested Character Area: MECO-4
 Vested Development Standard: Conventional
 Other Overlays: HHO
 Site Acreage: 22.70 acres
 Proposed Number of Dwelling Units: 426
 Proposed Nonresidential Square Footage: 150,000
 Proposed Building Height: 6 stories

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



0 250 500 1,000
 Feet

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

RESOLUTION 2020-222

A RESOLUTION APPROVING A REVISED DEVELOPMENT PLAN, HUFFINES RIDGE PUD, FOR THE PROPERTY LOCATED SOUTH OF EAST MCEWEN DRIVE AND WEST OF CAROTHERS PARKWAY.

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

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

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

WHEREAS, the BOMA originally rezoned the subject Property as part of Ordinance 2019-03 on May 14, 2019, and originally approved a Development Plan for the subject property as part of Resolution 2019-09 on April 23, 2019; 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 2019-09, 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 to correspond with the entitlements shown on the Revised Development Plan; and

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

WHEREAS, the Franklin Zoning Ordinance in which this Development Plan gained vesting, adopted July 1, 2018 in Subsection 2.4.2 (11) requires the approval of a revised Development Plan by the FMPC and BOMA when there is a change in the number and/or location of external access points, or streets classified as collector or arterial roadways; and

WHEREAS, this plan is proposing the removal of one external access point.

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

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

PREMISES CONSIDERED	
Map-Parcel	Acres
062-02000	12.67
062-02001	10.03
Total	22.70

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

SECTION III: That the overall entitlements, as amended, for the Huffines Ridge PUD are as follows:

Entitlements	Huffines Ridge PUD
Original Base Zone District Requested Base Zone District	PD (18.8/150,000/170) No change associated with this revision
Vested Character Area Overlay	MECO-4
Vested Other Zoning Overlays	HHO
Vested Development Standard	Conventional
Number of Dwelling Units	426
Number of Nonresidential Square Footage	150,000 SF
Number of Hotel Rooms	170
Open Space Requirements	1.19 acres
Number of Phases in Development	5
Original Development Plan Approval	Resolution No. 2019-09 Date of approval: 4/23/19
Previously Approved Modification of Development Standards	MOS 1: Maximum Retaining Wall Height of 14 feet in One Wall location. MOS 2: Evergreen Shrubs at Base of Wall #1 (Southernmost wall) not required.

Development Plan Revision Number	1
-------------------------------------	---

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

SECTION V. That this Resolution shall take effect from and after the passage, the health, safety, and welfare of the citizens requiring it.

ERIC S. STUCKEY
City Administrator

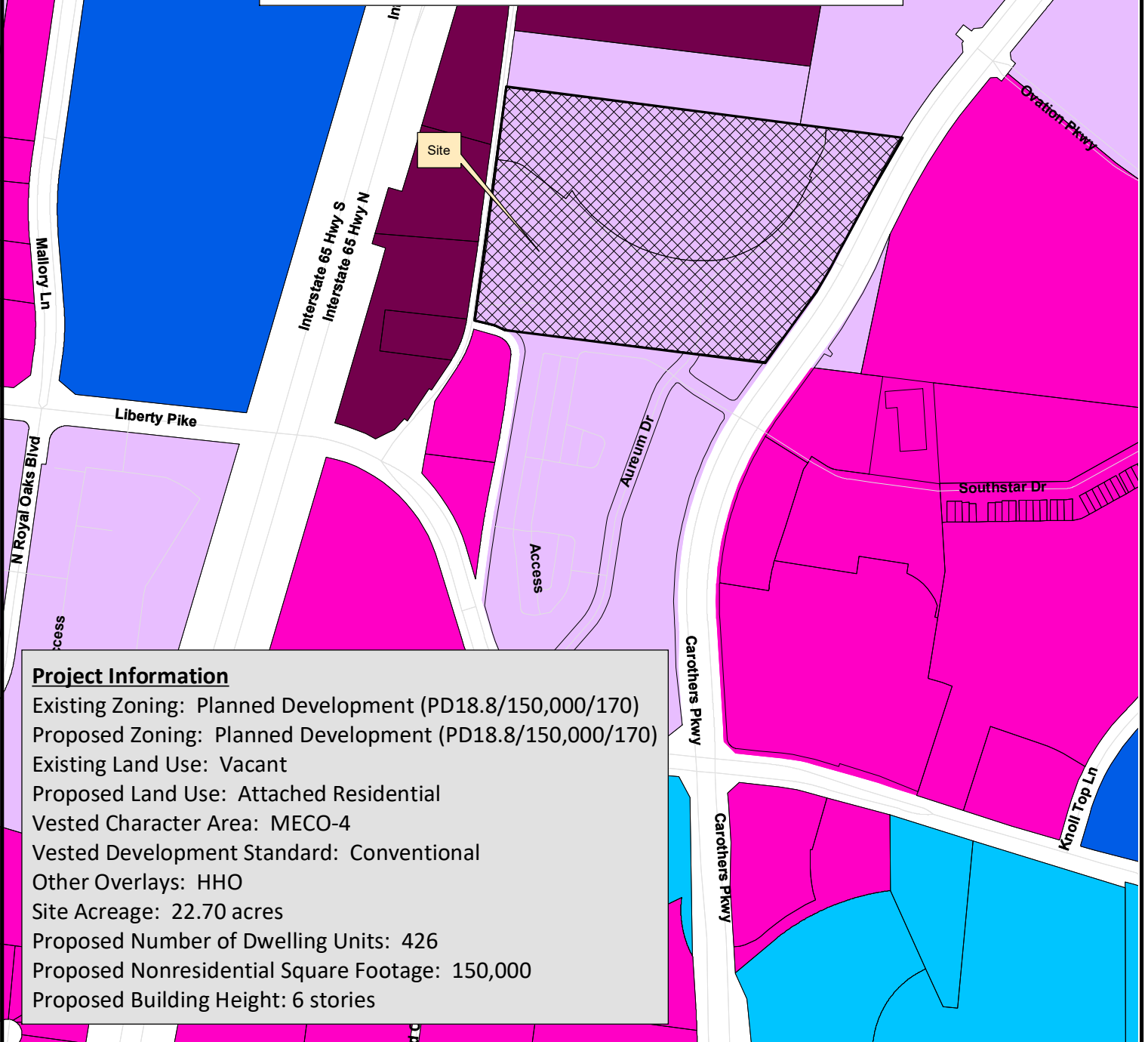
DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PREAPPLICATION CONFERENCE:	_____10/6/2020_____
BOMA/FMPC JOINT CONCEPTUAL WORKSHOP:	_____10/22/2020_____
NEIGHBORHOOD MEETING:	_____10/6/2020_____
PLANNING COMMISSION RECOMMENDED APPROVAL:	_____
PUBLIC HEARING AND BOMA APPROVAL:	_____

HUFFINES PUD SUBDIVISION, DEVELOPMENT PLAN, REVISION 1
 RESOLUTION 2020-222
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 12/10/2020



Project Information

Existing Zoning: Planned Development (PD18.8/150,000/170)
 Proposed Zoning: Planned Development (PD18.8/150,000/170)
 Existing Land Use: Vacant
 Proposed Land Use: Attached Residential
 Vested Character Area: MECO-4
 Vested Development Standard: Conventional
 Other Overlays: HHO
 Site Acreage: 22.70 acres
 Proposed Number of Dwelling Units: 426
 Proposed Nonresidential Square Footage: 150,000
 Proposed Building Height: 6 stories

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



0 250 500 1,000
 Feet

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

CONDITIONS OF APPROVAL:

Open Issues: 7 These issues are currently being filtered

Engineering - Development Plan Checklist

General Issues

30. Ezeal Drive

joe.marlo@franklin.tn.gov Comment to remain open as a Condition of Approval, but **does not hinder approval of the Development Plan.**

At Site Plan. Applicant shall provide an exhibit showing the work needed to complete the future connection of Ezeal Drive to Huffines Ridge Drive. The exhibit shall incorporate the following:

1. Proposed grading that ties into future design grades with slopes of 3H:1V or flatter and that does not require retaining walls for any element.
2. Corridor construction and grading that does not require Green Infrastructure elements (including bioretention) or building elements to be modified, relocated, or temporarily shored.

31. Ezeal Drive/Milcrofton Water Line

jimmy.wiseman@franklin.tn.gov The applicant shall edit the note on the plans as shown below.

"In the event that an agreement is made on the lowering of Milcrofton's 30" water main in the area at the high point of Huffines Ridge Drive, the developer will make the connection from the proposed Ezeal Drive to Huffines Ridge Drive, as approved in the site plan. A demarcation line is shown below that delineates a point where Ezeal will remain as designed/shown, but areas west of this line will need to be removed and reconstructed once the MUD line is lowered and the conflict resolved. The potential future connection, lowering of the existing MUD line, and improvements to Huffines Ridge Drive shall be bonded with the site plan revision, with a deadline **of December 31st, 2030 for the surety to be released if an agreement is not made with MUD. The surety for the work above may be released before December 31st, 2030 if the work is completed, inspected, and accepted by the City of Franklin per standard procedure.**"

33. Huffines Ridge Drive Improvements

joe.marlo@franklin.tn.gov The following is a new comment based on new information shown (revised note).

The note below on C3.1 of the Development Plan has been revised to indicate the southbound lane is to receive a surface coat of asphalt.

THIS PROJECT IS REQUIRED TO IMPROVE HUFFINES RIDGE DRIVE FROM THE EXISTING CENTERLINE TO THE EAST. THE PROPOSED SECTION WILL BE A 12' NORTHBOUND LANE, 2.5' CURB AND GUTTER, GRASS STRIP, AND SIDEWALK. THE SOUTHBOUND LANE WILL RECIEVE A SURFACE COAT OF ASPHALT AND WILL REMAIN A DITCH SECTION.

At Site Plan, the following note (copied from C2.1 of the currently approved Huffines Site Plan) shall be placed on the drawings. Per the note, required improvements will be at the discretion of the Street Department, and, depending on field conditions, may require rehabilitation beyond a surface coat of asphalt.

AREA WITHIN HATCH TO BE REHABILITATED TO MEET THE COF RD-3 PAVEMENT SECTION FOR A LOCAL STREET. SEE ECS SOUTHEAST, LLP LETTERS DATED 1/27/2020, 2/18/2020, AND 2/20/2020 FOR TESTING, ANALYSIS, AND PRELIMINARY GEOTECHNICAL RECOMMENDATIONS. FINAL REHABILITATION MEASURES FOR HUFFINES RIDGE DRIVE TO BE DETERMINED IN THE FIELD DURING CONSTRUCTION AND MAY CONSIST OF MILL AND OVERLAY, FULL DEPTH-RECLAMATION, OR OTHER ENGINEERED REHABILITATION MEASURES NECESSARY TO PROVIDE PAVEMENT HAVING THE EQUIVALENT PERFORMANCE OF COF RD-3. A LICENSED GEOTECHNICAL ENGINEERING REPRESENTATIVE SHALL CONTINUOUSLY MONITOR THE REHABILITATION AND PROVIDE RECOMMENDATIONS, HOWEVER FINAL REHABILITATION MEASURES IMPLEMENTED SHALL BE AT THE DISCRETION OF THE COF STREET DEPARTMENT BASED ON FIELD CONDITIONS.

34. Grading Plan

joe.marlo@franklin.tn.gov *The following is a new comment due to changes in the drawings, but **does not hinder approval of the development plan.***

The grading near the 'T' in Ezeal Drive appears to be very steep for use as a turn around.

At Site Plan. Applicant shall revise the grading at the 'T' such that vehicles, including fire apparatus, can safely use the turn around feature.



Planning

General Issues

24. parking table/agreement

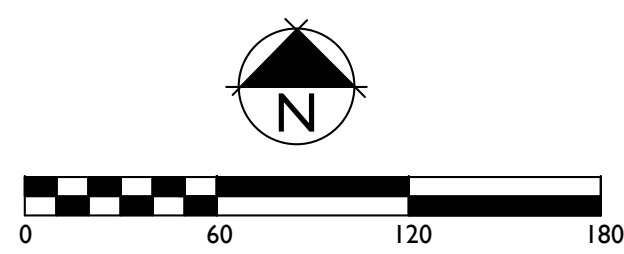
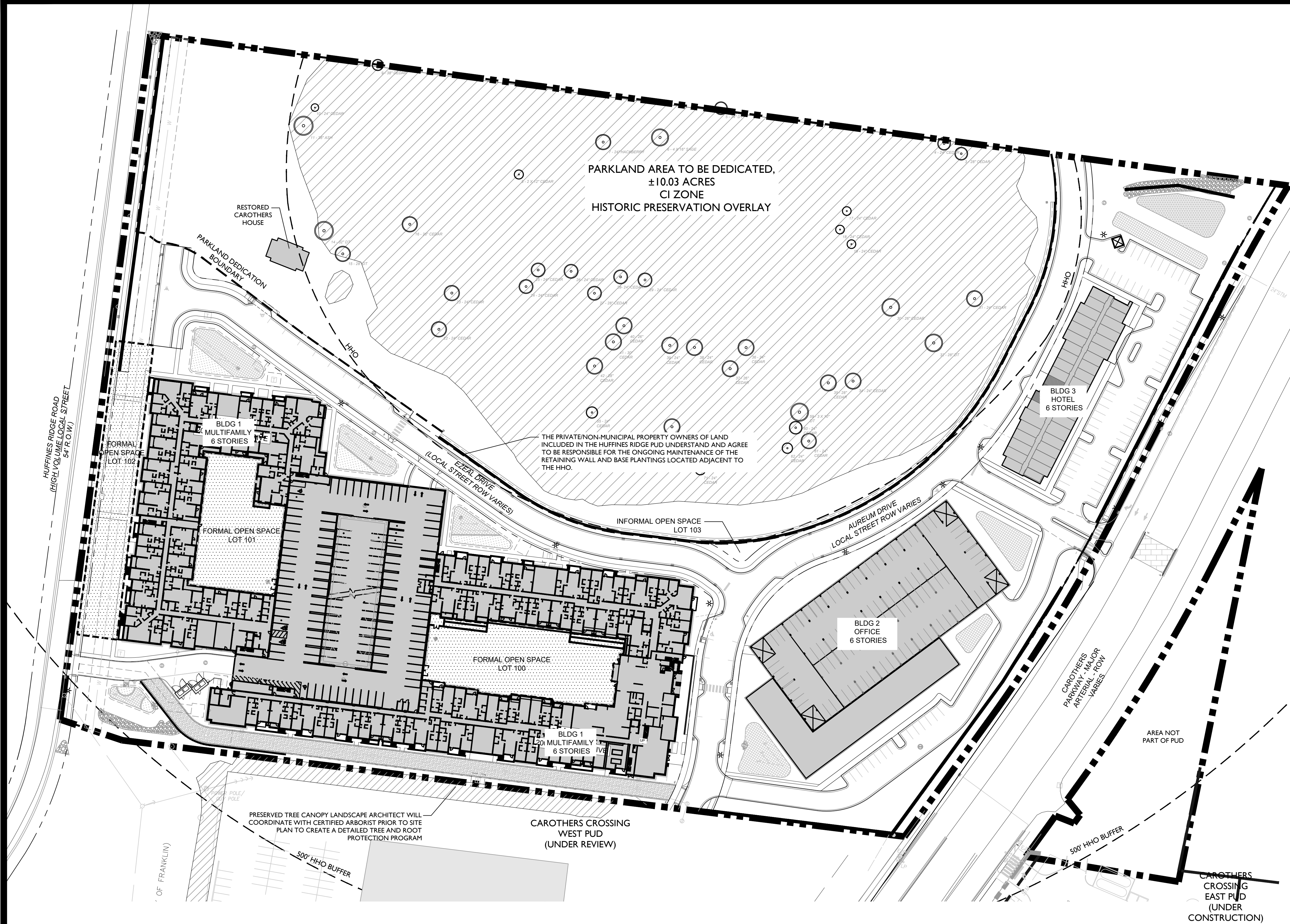
Comment not addressed. The parking table/agreement from the original development plan shall be included on this revision, on sheet C2.0:

Per the BCMA approved condition of approval, Phase I of the multifamily use will not proceed until one of the following conditions satisfies parking requirements:

1. The office parking structure is built and complete prior to the completion of the Phase II multifamily use, thus negating the need for additional/deferred parking; or
2. The multifamily parking structure is built with 320 spaces, thus negating the need for additional/deferred parking;
3. Phase I of the multifamily use reaches 80% and a parking utilization study is completed and accepted by the city, which negates the need for the deferred parking; or
4. The number of certificates of occupancy for the multifamily structure do not exceed the required parking spaces per the zoning ordinance until additional parking options are provided in the multifamily parking structure or a parking study is completed and accepted by the city, thus negating the need for deferred parking.

Comment not fully addressed. The HPO is listed on the site, on sheet C2.0, but shall also be included on the Site Data Chart.

amanda.rose@franklinn.gov The development plan revision request was presented to the Historic Zoning Commission at its November 9th meeting for consideration of a recommendation to FMPC and BOMA. The HZC approved a favorable recommendation, with the condition that landscaping be used to soften the appearance of the hammerhead from both the historic John H. Carothers House and from Huffines Ridge Dr.



SITE DATA CHART

PROJECT NAME:	HUFFINES PROPERTY PUD SUBDIVISION
PROJECT #:	7375
SUBDIVISION:	N/A
LOT NUMBER:	N/A
ADDRESS:	1343 HUFFINES RIDGE DRIVE
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	9
CURRENT ZONING:	PD (18.80/150000/170)
VESTED ZONING*:	CI SD-X (18.80/150000/170)
VESTED CHARACTER AREA*:	CI
OTHER APPLICABLE OVERLAYS:	MECO-4
VESTED DEVELOPMENT STANDARD*:	HHO, HHO BUFFER CONVENTIONAL
ACREAGE OF SITE:	22.70 AC
PD	12.67 AC
CI	10.03 AC
SQUARE FOOTAGE OF SITE:	988,770 SF
MINIMUM SETBACKS:	
CAROTHERS PARKWAY (ARTERIAL):	50'
HUFFINES RIDGE DRIVE (LOCAL):	30'
SIDE YARD:	5'
OWNER:	JOHN E. CAROTHERS
ADDRESS:	1343 HUFFINES RIDGE DRIVE
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	324 LIBERTY PIKE SUITE 145
PHONE:	(615) 975-5765
EMAIL:	greg.gamble@gdc-tn.com
CONTACT:	GREG GAMBLE
BUILDING SQUARE FOOTAGE:	3 BUILDINGS - 726,706 SF TOTAL
BUILDING HEIGHT:	6 STORIES
RESIDENTIAL UNITS:	424
REQUIRED LSR*:	0.20 SD-X 0.40 CI
PROVIDED LSR:	0.62
MINIMUM PARKING REQUIREMENT*:	1,532
MAXIMUM PARKING LIMIT:	
EXISTING PARKING:	N/A
PROVIDED PARKING*:	1,480
RESIDENTIAL DENSITY:	18.77 D.U.A.
TREE CANOPY:	13.61 AC
PARKLAND:	10.03 AC TO BE DEDICATED
OPEN SPACE:	
REQUIRED 5% (ALL FORMAL):	1.14 AC
PROVIDED (ALL FORMAL):	1.14 AC

*NOTE: THE ORIGINAL DEVELOPMENT PLAN (COF 6876, APPROVED 08-2019) WAS APPROVED UNDER THE 7-1-2018 ZONING ORDINANCE

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY MALLORY VALLEY UTILITIES. THE WATER MAINS ARE LOCATED ALONG CAROTHERS PARKWAY AND LIBERTY PIKE.
424 UNITS * 350 GPD = 148,400 GPD
150,000 SF OFFICE * 0.2 GPD/SF = 30,000 GPD
170 HOTEL ROOMS * 130 GPD = 22,100 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. PROJECTED FLOW IS 431 SFUE.

REPURIFIED (REUSE) WATER FACILITIES
NOT PRESENT OR PROPOSED ON THIS SITE.

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 2.1 MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 2.2 MI (FRANKLIN FIRE DEPARTMENT STATION 6)
NEAREST RECREATIONAL FACILITY: 1.4 MI (LIBERTY PARK)

PROJECTED STUDENT POPULATION
424 * 0.64 = 272 STUDENTS

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

TREE CANOPY RETENTION

OVERALL PROPERTY AREA = 988,770 SF (22.70 AC)			
TREE AREA	EXISTING	REMOVED	PRESERVED
A	567,230 SF	229,426 SF	337,804 SF
B	25,468 SF	16,439 SF	9,029 SF
TOTAL SF	592,698 SF	245,865 SF	346,833 SF
TOTAL ACRES	13.61 AC	5.64 AC	7.96 AC
TREE CANOPY DATA:			
TOTAL EXISTING TREE CANOPY:	13.61 AC (60% OF SITE)		
REQUIRED CANOPY PRESERVATION:	22% 22% X 13.61 AC TOTAL CANOPY: 2.99 AC (130,244 SF)		
PROVIDED CANOPY PRESERVATION:	58% 7.96 AC (346,833 SF)		

OPEN SPACE REQUIREMENT CHART

MINIMUM OPEN SPACE REQUIREMENT: 5%
5% * 22.70 AC = 1.14 AC
NOTE: ALL OPEN SPACE IS FORMAL
TOTAL OPEN SPACE PROVIDED: 1.14 SF
OPEN SPACE PROVIDED:

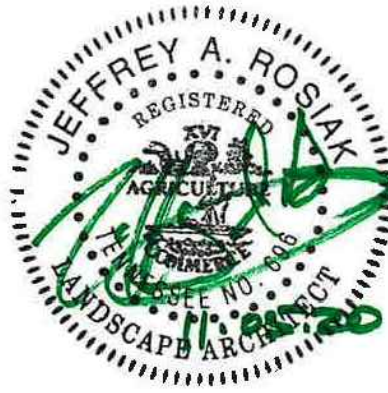
KEY	CLASSIFICATION	TYPE	AREA
100	FORMAL	COURTYARD	0.43 AC
101	FORMAL	COURTYARD	0.33 AC
102	FORMAL	FORMAL SEATING	0.38 AC
103	INFORMAL	OPEN SPACE	0.02 AC

BUILDING DATA

BUILDING	TYPE	# OF STORIES	SF
1	MULTIFAMILY	6	543,297
2	OFFICE	6	150,000
3	HOTEL	6	81,209

KEY

- FORMAL OPEN SPACE
- PRESERVED TREE CANOPY



Revision Date _____

HUFFINES RIDGE

PUD SUBDIVISION

DEVELOPMENT PLAN REVISION

PD (18.80/150000/170)
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE



NOT TO SCALE

VICINITY MAP

APPLICANT & LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
324 LIBERTY PIKE SUITE
145 FRANKLIN, TN 37064
615-975-5765
greg.gamble@gdc-tn.com

ENGINEER:
KIMLEY-HORN & ASSOCIATES, INC
214 OCEANSIDE DRIVE
NASHVILLE, TN 37024
CONTACT: MARY MCGOWAN
EMAIL: mary.mcgowan@kimley-horn.com
PHONE: 615.800.4004

OWNER:
GOLDBERG COMPANIES
25101 CHAGRIN BOULEVARD
BEACHWOOD, OH 44122
PHONE: 216.831.6100

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY MALLORY VALLEY UTILITIES. THE WATER MAINS ARE LOCATED ALONG CAROTHERS PARKWAY AND LIBERTY PIKE.
424 UNITS * 350 GPD = 148,400 GPD
150,000 SF OFFICE * 0.2 GPD/SF = 30,000 GPD
170 HOTEL ROOMS * 130 GPD = 22,100 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. PROJECTED FLOW IS 431 SFUE.

REPURIFIED (REUSE) WATER FACILITIES
NOT PRESENT OR PROPOSED ON THIS SITE.

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 2.1 MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 2.2 MI (FRANKLIN FIRE DEPARTMENT STATION 6)
NEAREST RECREATIONAL FACILITY: 1.4 MI (LIBERTY PARK)

PROJECTED STUDENT POPULATION
424 * 0.64 = 272 STUDENTS

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

SHEET INDEX

C0.1	APPROVED DEVELOPMENT PLAN
C0.2	APPROVED SITE PLAN
C1.0	OVERALL EXISTING CONDITIONS
C1.1	ENLARGED EXISTING CONDITIONS
C2.0	DEVELOPMENT PLAN
C3.0	OVERALL GRADING PLAN
C3.1	ENLARGED GRADING PLAN
C5.0	OVERALL UTILITIES PLAN
C5.1	ENLARGED EXISTING PLAN

PROJECT NAME

SITE DATA

SUBDIVISION/DEVELOPMENT:	HUFFINES RIDGE
COF PROJECT NUMBER:	7375
TAX MAP & PARCELS:	MAP 062, PARCEL 02000
ADDRESS:	1343 HUFFINES RIDGE DRIVE
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	9
SITE ACREAGE:	22.70 AC
CURRENT ZONING:	PD (18.80/150000/170) CI
OTHER APPLICABLE OVERLAYS:	HHO, HHO BUFFER, HPO
VESTED CHARACTER OVERLAY*:	MECO-4
VESTED ZONING*:	SD-X (18.80/150000/170) CI
VESTED APPLICABLE DEVELOPMENT STANDARDS*:	CONVENTIONAL

*NOTE: THE ORIGINAL DEVELOPMENT PLAN (COF 6876, APPROVED 08-2019) WAS APPROVED UNDER THE 7-1-2018 ZONING ORDINANCE

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: 09.28.2020
INITIAL SUBMITTAL: 10.12.2020
RESUBMITTAL: 11.05.2020
ONE STOP:



Kimley»Horn

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
greg.gamble@gdc-tn.com

HUFFINES PROPERTY PUD SUBDIVISION
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee

SITE DATA CHART

PROJECT NAME:	HUFFINES PROPERTY PUD SUBDIVISION
PROJECT #:	0876
SUBDIVISION:	N/A
LOT NUMBER:	N/A
ADDRESS:	1343 HUFFINES RIDGE DRIVE
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	9
EXISTING ZONING:	GC
PROPOSED ZONING:	SD-X (18.8/150000/170)
EXISTING CHARACTER AREA:	CI
OTHER APPLICABLE OVERLAYS:	MECO-4
APPLICABLE DEVELOPMENT STANDARD:	HHO, HHO BUFFER
ACREAGE OF SITE:	22.70 AC
SD-X	12.67 AC
CI	10.03 AC
SQUARE FOOTAGE OF SITE:	988,770 SF
MINIMUM SETBACKS:	
FRONT YARD:	
SIDE YARD:	
REAR YARD:	
OWNER:	JOHN E. CAROTHERS
ADDRESS:	1343 HUFFINES RIDGE DRIVE
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	324 LIBERTY PIKE
SUITE 145	
PHONE:	(615) 975-5765
EMAIL:	greg.gamble@gdc-tn.com
CONTACT:	GREG GAMBLE
BUILDING SQUARE FOOTAGE:	3 BUILDINGS - 728,706 SF TOTAL
BUILDING HEIGHT:	6 STORIES
RESIDENTIAL UNITS:	426
REQUIRED LSR:	0.20 SD-X
PROVIDED LSR:	0.40 CI
MINIMUM PARKING REQUIREMENT:	0.62
MAXIMUM PARKING LIMIT:	1,532
EXISTING PARKING:	N/A
PROVIDED PARKING:	1,480
RESIDENTIAL DENSITY:	18.77 D U/A
TREE CANOPY:	13.61 AC (592,688 SF)
PARKLAND:	426 UNITS X \$4,304 = \$1,833,504
OPEN SPACE:	
REQUIRED 5% (ALL FORMAL):	1.14 AC (49,658 SF)
PROVIDED (ALL FORMAL):	1.20 AC (52,207 SF)

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY MALLORY VALLEY UTILITIES. THE WATER MAINS ARE LOCATED ALONG CAROTHERS PARKWAY AND LIBERTY PIKE.
426 UNITS * 350 GPD = 149,100 GPD
150,000 SF OFFICE * 0.2 GPD/SF = 30,000 GPD
170 HOTEL ROOMS * 130 GPD = 22,100 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. PROJECTED FLOW IS 431 SFUE.

REPURIFIED (REUSE) WATER FACILITIES
NOT PRESENT OR PROPOSED ON THIS SITE.

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 2.1 MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 2.2 MI (FRANKLIN FIRE DEPARTMENT STATION 6)
NEAREST RECREATIONAL FACILITY: 1.4 MI (LIBERTY PARK)

PROJECTED STUDENT POPULATION
426 * 0.64 = 273 STUDENTS

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

TREE CANOPY RETENTION

OVERALL PROPERTY AREA= 988,770 SF (22.70 AC)			
TREE AREA	EXISTING	REMOVED	PRESERVED
A	597,230 SF	229,426 SF	337,804 SF
B	25,488 SF	16,439 SF	9,029 SF
TOTAL SF	592,688 SF	245,865 SF	346,833 SF
TOTAL ACRES	13.61 AC	5.64 AC	7.96 AC
TREE CANOPY DATA			
TOTAL EXISTING TREE CANOPY:	13.61 AC (60% OF SITE)		
REQUIRED CANOPY PRESERVATION:	22% (2.99 AC (130,244 SF))		
PROVIDED CANOPY PRESERVATION:	59% (7.96 AC (346,833 SF))		

OPEN SPACE REQUIREMENT CHART

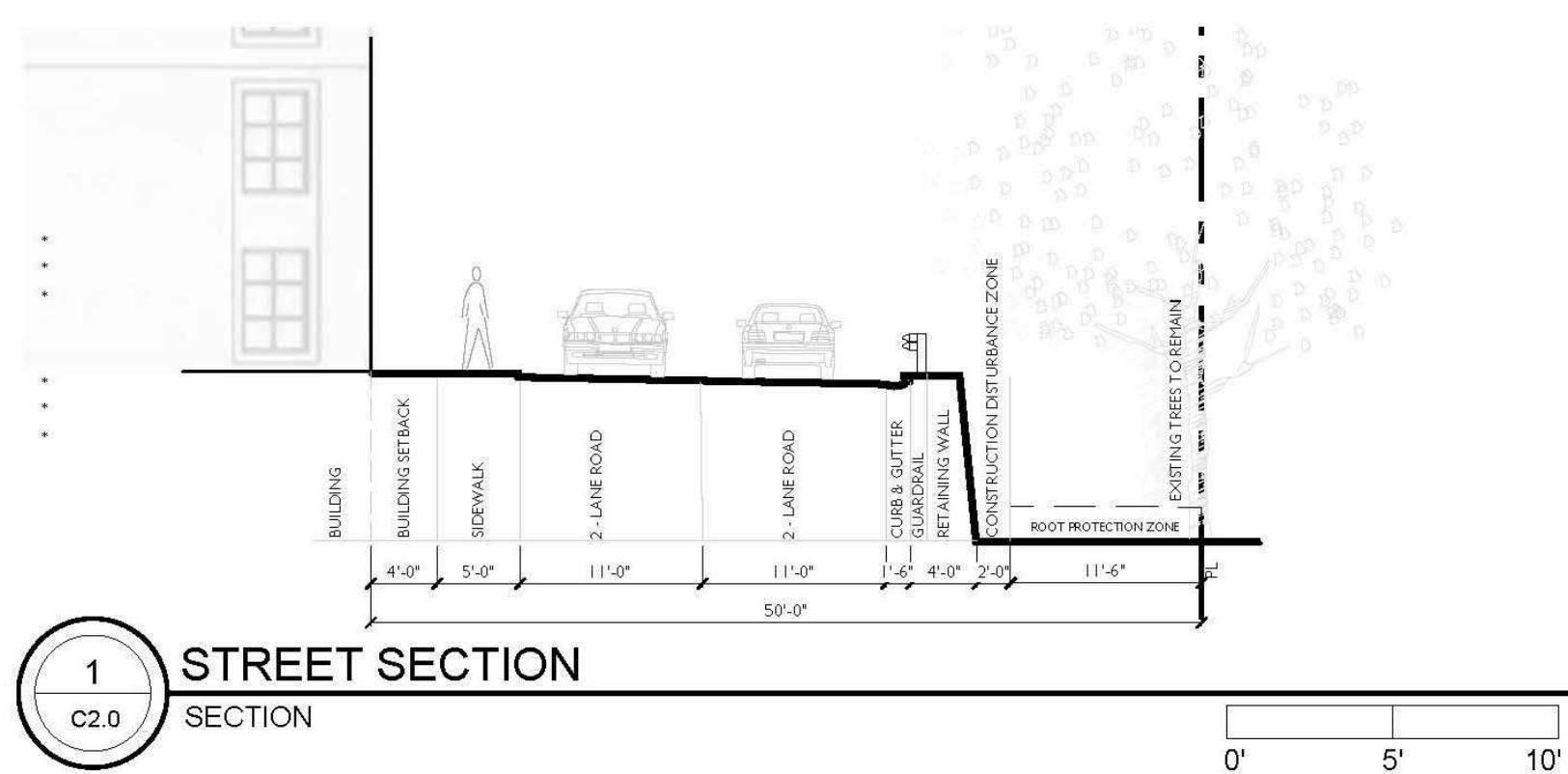
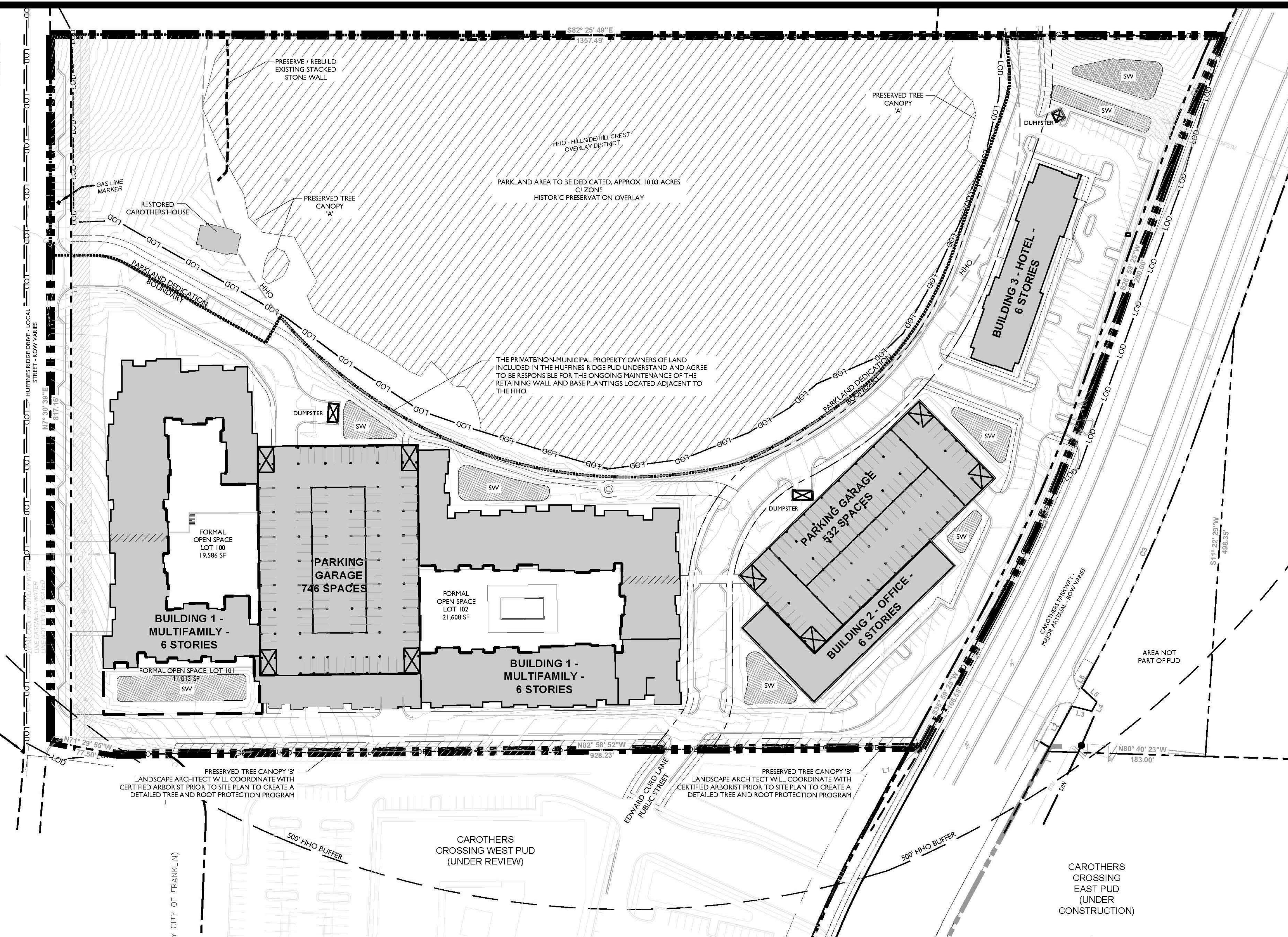
MINIMUM OPEN SPACE REQUIREMENT: 5%			
5% * 12.70 AC = 1.14 AC (49,658 SF)			
NOTE: ALL OPEN SPACE IS FORMAL			
TOTAL OPEN SPACE PROVIDED: 1.20 SF / 52,207 SF			
OPEN SPACE PROVIDED:			
KEY	CLASSIFICATION	TYPE	AREA (SF)
100	FORMAL	COURTYARD	19,586 SF
101	FORMAL	PLAZA	11,013 SF
102	FORMAL	COURTYARD	21,608 SF

BUILDING DATA

BUILDING	TYPE	# OF STORIES	SF
1	MULTIFAMILY	6	543,297
2	OFFICE	6	150,000
3	HOTEL	6	31,409

KEY

	FORMAL OPEN SPACE
	PRESERVED TREE CANOPY



PARKING TAKEDOWN CHART

Legacy Cool Springs Parking Takedown Chart					
Proposed Development		COF Required Parking		Requirements Based on Shared Parking Analysis	
Qty	Unit	Parking Ratio	Subtotal	Location	Qty
Phase I Residential					
84	1BR	1.5/unit	126		
106	2BR	2.5/unit	265		
23	3BR	3/unit	69		
213	TOTAL		460		
Phase II Residential					
84	1BR	1.5/unit	126		
106	2BR	2.5/unit	265		
23	3BR	3/unit	69		
213	TOTAL		460		
Hotel Phase					
170	Rooms	1/room	170		
18	Employee	1/ea	18		
			188		
Office Phase					
132,500	SF	4/1000sf	530		
			530		
Dedicated Park					
				Surface	15
TOTAL			1635		1416

* UNIT MIX AND PARKING COUNT MAY VARY BY PHASE WITHIN THE 426 TOTAL PERMITTED UNITS SO THAT PARKING REQUIREMENTS ARE MET.

PARKING STRATEGY

- Per the BOMA approved condition of approval, Phase II of the multifamily use will not proceed until one of the following conditions satisfies parking requirements:
- The office parking structure is built and complete prior to the completion of the Phase II multifamily use, thus negating the need for additional/deferred parking; or
 - The multifamily parking structure is built with 920 spaces, thus negating the need for additional/deferred parking; or
 - Phase I of the multifamily use reaches 80% and a parking utilization study is completed and accepted by the city, which negates the need for the deferred parking; or
 - The numbers of certificates of occupancy for the multifamily structure do not exceed the required parking spaces per the zoning ordinance until additional parking spaces are provided in the multifamily parking structure or a parking study is completed and accepted by the city, thus negating the need for deferred parking.

Franklin,
DEVELOPMENT
HUFFINES



Issued: Dec. 10, 2018

Revision Date	
1	June 17, 2019 - One Stop
2	July 15, 2019 - One Stop
3	Aug. 19, 2019 - One Stop
4	

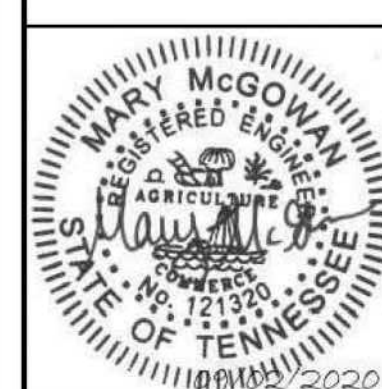
DEVELOPMENT
PLAN
SHEET
C2.0
COF # 6876



Revision Date	
1	
2	
3	
4	

APPROVED
DEVELOPMENT PLAN
SHEET
C0.1
COF 7375

Kimley»Horn

214 Oceanside Drive, Nashville, TN 37204
Main: 615.684.2701 | www.kimley-horn.com
© 2020 Kimley-Horn and Associates, Inc.HUFFINES PROPERTY PUD
SUBDIVISION SITE PLAN
SECTION 1, LOT 1,
MULTI-FAMILY
FRANKLIN, TENNESSEE

REVISIONS	DATE	BY
ONE-STOP SUBMITTAL	02/17/2020	WGH
S.P. AMENDMENT	07/02/2020	WGH
S.P. AMENDMENT	08/02/2020	WGH

DESIGNED BY: _____
DRAWN BY: _____
CHECKED BY: _____DATE: 09/16/2020
KIMLEY-HORN PROJECT NO.: 118274000

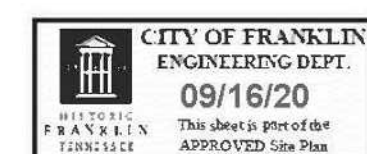
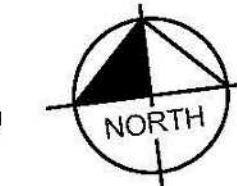
OVERALL SITE PLAN

SHEET NUMBER
C2.0

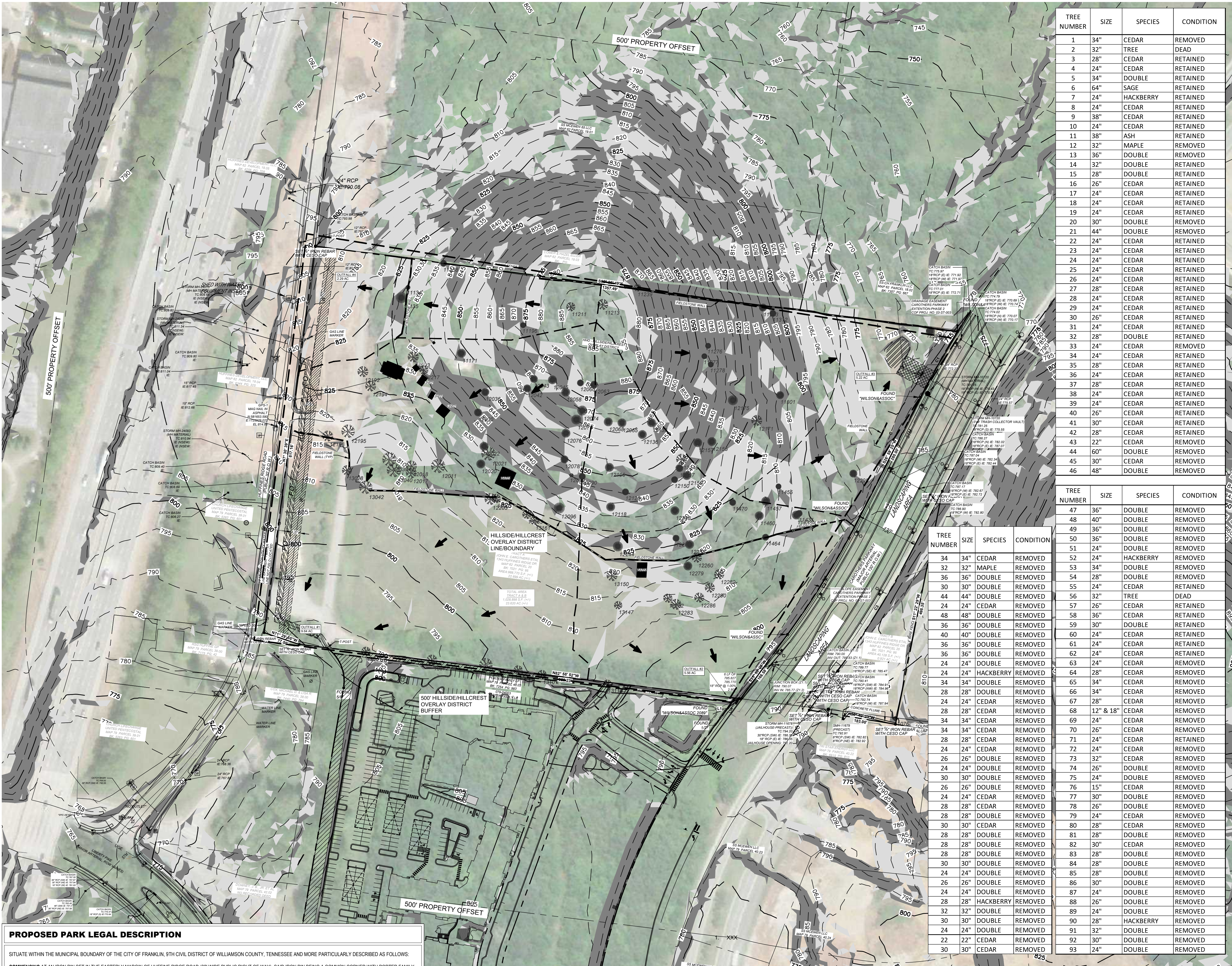
COF #7105

SITE AREA TABLE

TOTAL SITE AREA =	22.70 ACRES
SITE IMPERVIOUS AREA =	6.10 ACRES
SITE DISTURBED AREA =	15.79 ACRES
LOT 1 =	6.25 ACRES
LOT 2 =	4.07 ACRES
LOT 3 (PARKLAND DEDICATION) =	9.89 ACRES
DEDICATED ROW =	1.97 ACRES

SMH-11679
(PRECAST)
TC:792.91
8"RCIP (SW) IE: 782.82
8"RCIP (NE) IE: 782.92
RJ STAR ENERGY LLC
MAP 79 PARCEL 40.22
BK: 6915 PG: 810GRAPHIC SCALE IN FEET
0 25 50 100

ROW DEDICATION			
LABEL NO	PARCEL ID	OWNER	DEDICATED ROW AMOUNT (AC)
1	052 01905 00009062	HUFFINES DEVELOPMENT, LLC	0.0429
2	052 01904 00009062	HUFFINES DEVELOPMENT, LLC	0.0789
3	079 03900 00009079	RSB HUFFINE GP	0.0434
4	079 03901 00009079	CHURCH LIFECHANGE UNITED PENTECOSTAL, INC.	0.1



PROPOSED PARK LEGAL DESCRIPTION

SITUATE WITHIN THE MUNICIPAL BOUNDARY OF THE CITY OF FRANKLIN, 9TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN SET IN THE EASTERLY MARGIN OF HUFFINE RIDGE ROAD (30' WIDE PUBLIC RIGHT OF WAY), SAID IRON PIN BEING A COMMON CORNER WITH PORTER FAMILY, LP, BOOK 7254 PAGE 983 AS RECORDED IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE (ROWCT), THENCE WITH SAID EASTERLY MARGIN OF SAID HUFFINE RIDGE ROAD, NORTH 07°30'39" EAST A DISTANCE OF 561.90 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING WITH SAID EASTERLY MARGIN OF SAID HUFFINE RIDGE ROAD, NORTH 07°30'39" EAST A DISTANCE OF 255.28 FEET TO A POST FOUND, SAID POST BEING A COMMON CORNER WITH COMER AND HAZEL, ELLER, NO RECORDING INFORMATION AVAILABLE, THENCE LEAVING SAID EASTERLY MARGIN OF SAID HUFFINE RIDGE ROAD AND WITH THE SOUTHERLY LINE OF SAID COMER AND HAZEL, ELLER AND SUBSEQUENTLY THE SOUTHERLY LINE OF SS-CH FRANKLIN, LLC, BOOK 7357 PAGE 667 (ROWCT), SOUTH 82°25'48" EAST A DISTANCE OF 1106.77 FEET TO A POINT, THENCE LEAVING SAID SOUTHERLY LINE OF SAID SS-CH AND THROUGH THE SUBJECT PROPERTY THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES: 1) SOUTH 05°52'48" WEST A DISTANCE OF 44.07 FEET TO A POINT, THENCE 2) WITH A CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 88.00 FEET, AN ARC LENGTH OF 35.58 FEET, A CHORD BEARING OF SOUTH 15°27'45" WEST AND A CHORD LENGTH OF 35.33 FEET TO A POINT, THENCE 3) SOUTH 27°02'37" WEST A DISTANCE OF 182.25 FEET TO A POINT, THENCE 4) WITH A CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 388.00 FEET, AN ARC LENGTH OF 172.78 FEET, A CHORD BEARING OF SOUTH 39°48'04" WEST AND A CHORD LENGTH OF 171.36 FEET TO A POINT, THENCE 5) WITH A COMPOUND CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 847.61 FEET, AN ARC LENGTH OF 162.28 FEET, A CHORD BEARING OF SOUTH 64°16'19" WEST AND A CHORD LENGTH OF 181.69 FEET TO A POINT, THENCE 6) WITH A COMPOUND CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 524.13 FEET, AN ARC LENGTH OF 341.89 FEET, A CHORD BEARING OF NORTH 78°16'31" WEST AND A CHORD LENGTH OF 335.86 FEET TO A POINT, THENCE 7) WITH A COMPOUND CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 562.54 FEET, AN ARC LENGTH OF 167.79 FEET, A CHORD BEARING OF NORTH 50°35'41" WEST AND A CHORD LENGTH OF 167.17 FEET TO A POINT, THENCE 8) WITH A COMPOUND CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 409.85 FEET, AN ARC LENGTH OF 79.75 FEET, A CHORD BEARING OF NORTH 37°42'22" WEST AND A CHORD LENGTH OF 79.63 FEET TO A POINT, THENCE 9) SOUTH 31°00'59" WEST A DISTANCE OF 34.71 FEET TO A POINT, THENCE 10) NORTH 52°59'10" WEST A DISTANCE OF 86.50 FEET TO A POINT, THENCE 11) NORTH 52°59'10" WEST A DISTANCE OF 97.58 FEET TO A POINT, THENCE 12) WITH A CURVE TURNING TO THE LEFT HAVING A RADIUS OF 80.50 FEET, AN ARC LENGTH OF 42.15 FEET, A CHORD BEARING OF NORTH 67°59'10" WEST AND A CHORD LENGTH OF 41.67 FEET TO A POINT, THENCE 13) NORTH 82°59'10" WEST A DISTANCE OF 14.04 FEET TO A POINT, THENCE 14) NORTH 82°29'21" WEST A DISTANCE OF 34.21 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 10.033 ACRES (437,056 SQUARE FEET), MORE OR LESS.

MAP + PARCEL

MAP + PARCEL	OWNER NAME	OWNER ADDRESS
079-03901	CHURCH LIFECHANGE UNITED PENTECOSTAL	1316 HUFFINES RIDGE DR, FRANKLIN, TN 37064
079-03900	RSO HUFFINE GP	4117 HILLSBORO PK STE 103, NASHVILLE, TN 37215
062-01904	HUFFINES DEVELOPMENT LLC	2020 FIELDSTONE PKWY #900-97, FRANKLIN, TN 37069
062-01905	HUFFINES DEVELOPMENT LLC	2020 FIELDSTONE PKWY #900-97, FRANKLIN, TN 37069
062-01903	ELLER COMER R & ELLER HAZEL, M	116 HAPPY HOLLOW RD, GOODLETTSVILLE, TN 37072
062-01901	SS MCEWEN 65 LLC	501 CORPORATE CENTRE DR #315, FRANKLIN, TN 37067
062-01812	HIGHWOODS REALTY LP	3100 SMOKETREE CT 600, RALEIGH, NC 27604
062-01806	THOMAS OVATION LLC	45 ANSLEY DR, NEWNAN, GA 30063
062-01802	SS-CH FRANKLIN LLC	501 CORP CENTRE DR #315, FRANKLIN, TN 37067
079-03800	COX MICHAEL DAVID & COX LISA R	4012 LYNNWOOD CT, FRANKLIN, TN 37069
079-04002	DOWNEY J.B. JR ETAL	179 N ROYAL OAKS BLVD #5-2, FRANKLIN, TN 37067
079-04003	PORTER FAMILY LP	P O BOX 259, MARTIN, TN 38237
079-04020	SS MCEWEN LLC	501 CORP CTR DR #315, FRANKLIN, TN 37067
079-04024	SS MCEWEN LLC	501 CORP CTR DR #315, FRANKLIN, TN 37067
079-04023	SS MCEWEN LLC	501 CORP CTR DR #315, FRANKLIN, TN 37067
079-04022	TRI STAR ENERGY LLC	1740 ED TEMPLE BLVD, NASHVILLE, TN 37208

PLANNED ROADWAY NETWORK WITHIN 1500' OF SITE:

COF PROJECT #	NAME	CLASSIFICATION	PRIORITY
2	MCEWEN DRIVE	MAJOR ARTERIAL	SHORT TERM
28	LIBERTY PIKE	MINOR ARTERIAL	MID TERM
33	NORTH ROYAL OAKS BLVD.	MAJOR ARTERIAL	MID TERM
37	MALLORY LANE	MAJOR ARTERIAL	MID TERM
40	I-65	FREEWAY	MID TERM

OTHER THAN THE PLANNED ROADWAYS SHOWN ON THIS PLAN, THERE ARE NO OTHER MAJOR THOROUGHFARE PROJECTS WITHIN 1500' OF THE PROJECT BOUNDARY.

SITE SLOPE TABLE

14% - 19.99%	20% and above
--------------	---------------

SURVEY NOTES

1. THE INFORMATION SHOWN ON THIS PLAN IS BASED UPON THE TENNESSEE STATE PLAN COORDINATE SYSTEM, AND NAD 83 DATUM.
2. BASE INFORMATION WAS TAKEN FROM AN ALTA SURVEY PREPARED BY CECO, INC. DATED SEPTEMBER 14, 2016. THE INFORMATION PROVIDED SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. KIMLEY-HORN AND ASSOCIATES SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE BASE INFORMATION SHOWN.
3. INFORMATION WAS ALSO TAKEN FROM THE CITY OF FRANKLIN GIS AND AERIAL PHOTOGRAPHS.
4. THE CONSULTANT HAS FOUND NO EVIDENCE OF THE MINERAL RIGHTS OF THIS PROPERTY BEING TRANSFERRED TO ANY PARTY OTHER THAN THE OWNER.
5. THIS PROJECT IS LOCATED IN ZONE "X" AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. WITH AN EFFECTIVE DATE OF SEPTEMBER 28, 2006, WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE PROGRAM. ZONE "X" IS AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANGE FLOODPLAIN.

IMPACT STATEMENT

WATER
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT VIA EXISTING 18" WATER LINE IN CAROTHERS PARKWAY. WATER AVAILABILITY REQUEST IS ONGOING WITH MALLORY VALLEY UTILITY DISTRICT.
426 MULTI-FAMILY UNITS * 350 GPD = 149,100 GPD
150,000 SF OF OFFICE * 0.2 GPD/SF = 30,000 GPD
170 HOTEL ROOMS * 130 GPD = 22,100 GPD

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN. PROJECTED FLOW IS 493.43 SFUE.

RECLAIMED WATER LINE
RECLAIMED WATER INFRASTRUCTURE IS NOT PRESENT OR PROPOSED ON THIS SITE.

STORMWATER
STORMWATER FLOWS WILL BE TREATED FOR WATER QUALITY BY THE CURRENT COF APPROVED METHOD AT THE TIME OF SITE PLAN SUBMITTAL. AT THE TIME OF THIS DEVELOPMENT PLAN SUBMITTAL, COF REQUIRES GREEN INFRASTRUCTURE THROUGHOUT THE SITE WITH OVERFLOW BEING DIRECTED TO DETENTION PONDS. POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PREDEVELOPMENT PEAK FLOWS BY THE DETENTION PONDS AND OUTLET STRUCTURES.

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

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

REFUSE COLLECTION
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY PRIVATE COLLECTION.

DRAINAGE FACILITIES
APPROXIMATELY 10.06 AC OF IMPERVIOUS AREA TO BE ADDED. OUTFALL LOCATIONS WILL STAY RELATIVELY THE SAME FROM PRE-CONSTRUCTION TO POST-CONSTRUCTION CONDITIONS.

STORMWATER NARRATIVE

RUNOFF FOR THIS SITE ENCOUNTERS HEAVILY WOODED SLOPING HILLSIDE THROUGHOUT THE PROPERTY. DEPENDING ON WHERE RAINWATER FALLS, IT TRAVELS VIA SHEET FLOW AND SHALLOW CHANNEL FLOW IN ONE OF FIVE DIRECTIONS. NOTED ABOVE WITH OUTFALL LABELS. ALL OUTFALLS ARE EXISTING INLETS ALONG HUFFINES RIDGE ROAD OR CAROTHERS PARKWAY. ALL OUTFALLS WILL BE UTILIZED IN THE DEVELOPMENT OF THIS SITE.

LEGEND

	Benchmark		Gas Meter
	GSP Control Monument		Gas Valve
	Found Property Corner		Water Meter
	Found Concrete/ROW Monument		Water Valve
	Property Line		Fire Hydrant
	Adjacent Property Line		Telephone Manhole
	Easement Line		Sewer Manhole
	Tree Line		Storm Drain Manhole
	Water Line		Catch Basin
	Storm Line		Power Pole
	Sewer Line		Guy Wire
	Gas Line		Sewer Clean-Out
	Overhead Electric Line		Utility Pole Box (Electric/Traffic/Comm.)
	Public Utility & Drainage Easement		Light Pole
			Minimum Building Setback Line



GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

KimleyHorn

HUFFINES PROPERTY PUD SUBDIVISION
DEVELOPMENT PLAN
Franklin, Williamson County, Tennessee



Issued: NOV. 5, 2020

Revision Date

OVERALL
EXISTING
CONDITIONS

C1.0

COF # 7375

TRACT A LEGAL DESCRIPTION

SITUATE WITHIN THE MUNICIPAL BOUNDARY OF THE CITY OF FRANKLIN, 9TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET IN THE EASTERLY MARGIN OF HUFFINE RIDGE ROAD (30' WIDE PUBLIC RIGHT OF WAY), SAID IRON PIN BEING A COMMON CORNER WITH PORTER FAMILY, LP, BOOK 7354 PAGE 883 AS RECORDED IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE (ROWC); THENCE WITH SAID EASTERLY MARGIN OF SAID HUFFINE RIDGE ROAD, NORTH 07°30'39" EAST A DISTANCE OF 817.16 FEET TO A T-POST FOUND, SAID T-POST BEING A COMMON CORNER WITH COMER AND HAZEL ELLER, NO RECORDING INFORMATION AVAILABLE; THENCE LEAVING SAID EASTERLY MARGIN OF SAID HUFFINE RIDGE ROAD AND WITH THE SOUTHERLY LINE OF SAID COMER AND HAZEL ELLER AND SUBSEQUENTLY THE SOUTHERLY LINE OF SS-CH FRANKLIN, LLC, BOOK 7357 PAGE 667 (ROWC), SOUTH 82°25'49" EAST A DISTANCE OF 1357.49 FEET TO AN IRON PIN FOUND WITH "WILSON & ASSOCIATES" CAP IN THE WESTERLY MARGIN OF CAROTHERS PARKWAY (130' WIDE PUBLIC RIGHT OF WAY); THENCE WITH SAID WESTERLY MARGIN OF SAID CAROTHERS PARKWAY THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) A CURVE TURNING TO THE LEFT, A RADIUS OF 1972.02 FEET, AN ARC LENGTH OF 158.57 FEET, A CHORD BEARING OF SOUTH 29°17'38" WEST AND A CHORD LENGTH OF 158.53 FEET TO AN IRON PIN FOUND WITH "WILSON & ASSOCIATES" CAP; THENCE 2) SOUTH 26°59'25" WEST A DISTANCE OF 280.00 FEET TO AN IRON PIN FOUND WITH "WILSON & ASSOCIATES" CAP; THENCE 3) WITH A CURVE TURNING TO THE RIGHT, A RADIUS OF 1847.85 FEET, AN ARC LENGTH OF 290.26 FEET, A CHORD BEARING OF SOUTH 31°29'25" WEST AND A CHORD LENGTH OF 289.96 FEET TO AN IRON PIN FOUND WITH "WILSON & ASSOCIATES" CAP; THENCE 4) SOUTH 35°59'25" WEST A DISTANCE OF 166.58 FEET TO AN IRON PIN FOUND WITH "WILSON & ASSOCIATES" CAP; THENCE 5) NORTH 82°58'52" WEST A DISTANCE OF 3.74 FEET TO AN IRON PIN FOUND WITH "WILSON & ASSOCIATES" CAP; SAID IRON PIN BEING A COMMON CORNER WITH SAID PORTER FAMILY, LP; THENCE LEAVING SAID WESTERLY MARGIN OF SAID CAROTHERS PARKWAY AND WITH THE NORTHERLY LINE OF SAID PORTER FAMILY, LP THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) NORTH 82°58'52" WEST A DISTANCE OF 928.23 FEET TO A T-POST FOUND; THENCE 2) NORTH 71°25'55" WEST A DISTANCE OF 71.50 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 22.699 ACRES (98870 SQUARE FEET), MORE OR LESS.

REMAINDER OF PROPERTY LEGAL DESCRIPTION

SITUATE WITHIN THE MUNICIPAL BOUNDARY OF THE CITY OF FRANKLIN, 9TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN SET IN THE EASTERLY MARGIN OF HUFFINE RIDGE ROAD (30' WIDE PUBLIC RIGHT OF WAY), SAID IRON PIN BEING A COMMON CORNER WITH PORTER FAMILY, LP, BOOK 7354 PAGE 883 AS RECORDED IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE (ROWC); THENCE WITH SAID EASTERLY MARGIN OF SAID HUFFINE RIDGE ROAD, NORTH 07°30'39" EAST A DISTANCE OF 561.90 FEET TO A POINT; THENCE THROUGH SAID SUBJECT PROPERTY THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES: 1) SOUTH 82°59'21" EAST A DISTANCE OF 34.21 FEET TO A POINT; THENCE 2) SOUTH 82°59'10" EAST A DISTANCE OF 14.04 FEET TO A POINT; THENCE 3) WITH A CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 80.50 FEET, AN ARC LENGTH OF 42.15 FEET, A CHORD BEARING OF SOUTH 67°59'10" EAST AND A CHORD LENGTH OF 41.87 FEET TO A POINT; THENCE 4) SOUTH 52°59'10" EAST A DISTANCE OF 97.56 FEET TO A POINT; THENCE 5) SOUTH 52°59'10" EAST A DISTANCE OF 86.50 FEET TO A POINT; THENCE 6) NORTH 37°00'50" EAST A DISTANCE OF 34.77 FEET TO A POINT; THENCE 7) WITH A CURVE TURNING TO THE LEFT HAVING A RADIUS OF 409.85 FEET, AN ARC LENGTH OF 79.78 FEET, A CHORD BEARING OF SOUTH 37°00'50" EAST AND A CHORD LENGTH OF 79.83 FEET TO A POINT; THENCE 8) WITH A COMPOUND CURVE TURNING TO THE LEFT HAVING A RADIUS OF 562.54 FEET, AN ARC LENGTH OF 167.79 FEET, A CHORD BEARING OF SOUTH 50°35'41" EAST AND A CHORD LENGTH OF 167.77 FEET TO A POINT; THENCE 9) WITH A COMPOUND CURVE TURNING TO THE LEFT HAVING A RADIUS OF 524.13 FEET, AN ARC LENGTH OF 341.89 FEET, A CHORD BEARING OF SOUTH 78°16'31" EAST AND A CHORD LENGTH OF 335.86 FEET TO A POINT; THENCE 10) WITH A COMPOUND CURVE TURNING TO THE LEFT HAVING A RADIUS OF 647.61 FEET, AN ARC LENGTH OF 182.29 FEET, A CHORD BEARING OF NORTH 64°46'19" EAST AND A CHORD LENGTH OF 181.69 FEET TO A POINT; THENCE 11) WITH A COMPOUND CURVE TURNING TO THE LEFT HAVING A RADIUS OF 388.00 FEET, AN ARC LENGTH OF 172.78 FEET, CHORD BEARING OF NORTH 39°48'45" EAST AND A CHORD LENGTH OF 171.36 FEET TO A POINT; THENCE 12) NORTH 27°02'37" EAST A DISTANCE OF 82.25 FEET TO A POINT; THENCE 13) WITH A CURVE TURNING TO THE LEFT HAVING A RADIUS OF 88.00 FEET, AN ARC LENGTH OF 35.58 FEET, A CHORD BEARING OF NORTH 15°27'43" EAST AND A CHORD LENGTH OF 35.33 FEET TO A POINT; THENCE 14) NORTH 03°25'48" EAST A DISTANCE OF 44.07 FEET TO A POINT IN THE SOUTHERLY LINE OF SS-CH FRANKLIN, LLC, BOOK 7357 PAGE 667 (ROWC); THENCE WITH SAID SOUTHERLY LINE OF SAID SS-CH FRANKLIN, LLC, SOUTH 82°25'49" EAST A DISTANCE OF 250.72 FEET TO AN IRON PIN FOUND WITH "WILSON & ASSOCIATES" CAP IN THE WESTERLY MARGIN OF CAROTHERS PARKWAY (130' WIDE PUBLIC RIGHT OF WAY); THENCE WITH SAID WESTERLY MARGIN OF SAID CAROTHERS PARKWAY THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) A CURVE TURNING TO THE LEFT, A RADIUS OF 1972.02 FEET, AN ARC LENGTH OF 158.57 FEET, A CHORD BEARING OF SOUTH 29°17'38" WEST AND A CHORD LENGTH OF 158.53 FEET TO AN IRON PIN FOUND WITH "WILSON & ASSOCIATES" CAP; THENCE 2) SOUTH 26°59'25" WEST A DISTANCE OF 280.00 FEET TO AN IRON PIN FOUND WITH "WILSON & ASSOCIATES" CAP; THENCE 3) WITH A CURVE TURNING TO THE RIGHT, A RADIUS OF 1847.85 FEET, AN ARC LENGTH OF 290.26 FEET, A CHORD BEARING OF SOUTH 31°29'25" WEST AND A CHORD LENGTH OF 289.96 FEET TO AN IRON PIN FOUND WITH "WILSON & ASSOCIATES" CAP; THENCE 4) SOUTH 35°59'25" WEST A DISTANCE OF 166.58 FEET TO AN IRON PIN FOUND WITH "WILSON & ASSOCIATES" CAP; THENCE 5) NORTH 82°58'52" WEST A DISTANCE OF 3.74 FEET TO AN IRON PIN FOUND WITH "WILSON & ASSOCIATES" CAP; SAID IRON PIN BEING A COMMON CORNER WITH SAID PORTER FAMILY, LP; THENCE LEAVING SAID WESTERLY MARGIN OF SAID CAROTHERS PARKWAY AND WITH THE NORTHERLY LINE OF SAID PORTER FAMILY, LP THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) NORTH 82°58'52" WEST A DISTANCE OF 928.23 FEET TO A T-POST FOUND; THENCE 2) NORTH 71°25'55" WEST A DISTANCE OF 71.50 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 12.666 ACRES (551,714 SQUARE FEET), MORE OR LESS.

IMPACT STATEMENT

WATER
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT VIA EXISTING 18" WATER LINE IN CAROTHERS PARKWAY. WATER AVAILABILITY REQUEST IS ONGOING WITH MALLORY VALLEY UTILITY DISTRICT.
426 MULTI-FAMILY UNITS * 350 GPD = 149,100 GPD
150,000 SF OF OFFICE * 0.2 GPD/SF = 30,000 GPD
170 HOTEL ROOMS * 130 GPD = 22,100 GPD

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN. PROJECTED FLOW IS 493.43 SFU.

RECLAIMED WATER LINE
RECLAIMED WATER INFRASTRUCTURE IS NOT PRESENT OR PROPOSED ON THIS SITE.

STORMWATER
STORMWATER FLOWS WILL BE TREATED FOR WATER QUALITY BY THE CURRENT COF APPROVED METHOD AT THE TIME OF SITE PLAN SUBMITTAL. AT THE TIME OF THIS DEVELOPMENT PLAN SUBMITTAL, COF REQUIRES GREEN INFRASTRUCTURE THROUGHOUT THE SITE WITH OVERFLOW BEING DIRECTED TO DETENTION PONDS. POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PREDEVELOPMENT PEAK FLOWS BY THE DETENTION PONDS AND OUTLET STRUCTURES.

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

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

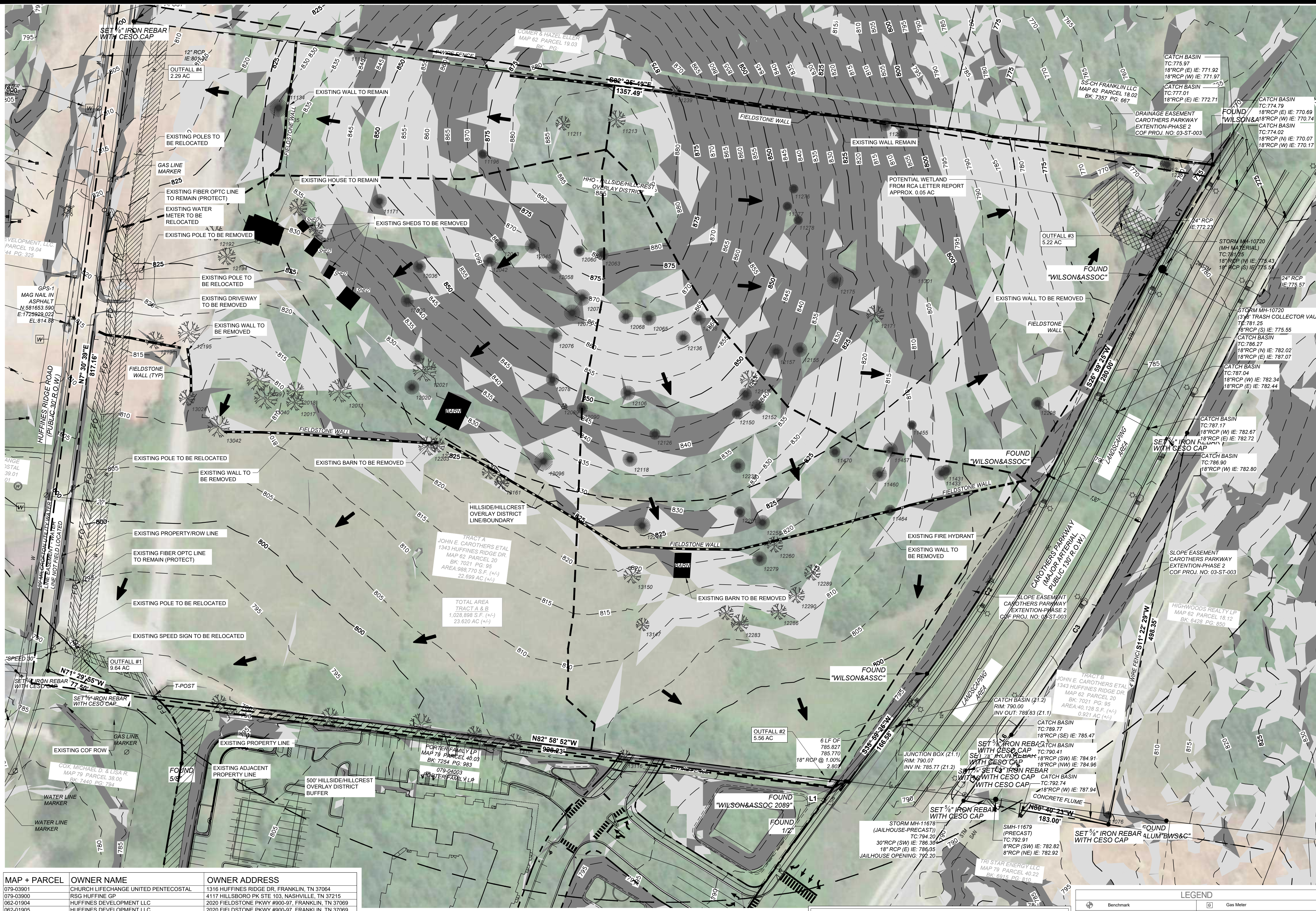
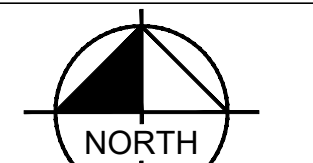
REFUSE COLLECTION
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY PRIVATE COLLECTION.

DRAINAGE FACILITIES
APPROXIMATELY 10.06 AC OF IMPERVIOUS AREA TO BE ADDED. OUTFALL LOCATIONS WILL STAY RELATIVELY THE SAME FROM PRE-CONSTRUCTION TO POST-CONSTRUCTION CONDITIONS.

STORMWATER NARRATIVE

RUNOFF FOR THIS SITE ENCOUNTERS HEAVILY WOODED SLOPING HILLSIDE THROUGHOUT THE PROPERTY. DEPENDING ON WHERE RAINWATER FALLS, IT TRAVELS VIA SHEET FLOW AND SHALLOW CHANNEL FLOW IN ONE OF FIVE DIRECTIONS NOTED ABOVE WITH OUTFALL LABELS. ALL OUTFALLS ARE EXISTING INLETS ALONG HUFFINES RIDGE ROAD OR CAROTHERS PARKWAY.

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

GRAPHIC SCALE IN FEET
0 30 60 120

MAP + PARCEL	OWNER NAME	OWNER ADDRESS
079-03901	CHURCH LIFECHANGE UNITED PENTECOSTAL	1316 HUFFINES RIDGE DR, FRANKLIN, TN 37064
079-03900	RSG HUFFINE GP	4117 HILLSBORO PK STE 103, NASHVILLE, TN 37215
062-01904	HUFFINES DEVELOPMENT LLC	2020 FIELDSTONE PKWY #900-97, FRANKLIN, TN 37069
062-01905	HUFFINES DEVELOPMENT LLC	2020 FIELDSTONE PKWY #900-97, FRANKLIN, TN 37069
062-01903	ELLER COMER R & ELLER HAZEL M	116 HAPPY HOLLOW RD, GOODLETTSVILLE, TN 37072
062-01901	SS MCWEEN 65 LLC	501 CORPORATE CENTRE DR #315, FRANKLIN, TN 37067
062-01812	HIGHWOODS REALTY LP	3100 SMOKETREE CT 600, RALEIGH, NC 27604
062-01806	THOMAS OVATION LLC	45 ANSLEY DR, NEWMAN, GA 30263
062-01802	SS-CH FRANKLIN, LLC	501 CORP CENTRE DR #315, FRANKLIN, TN 37067
079-03800	COX MICHAEL DAVID & COX LISA R	4012 LYNNWOOD CT, FRANKLIN, TN 37069
079-04202	DOWNEY J JR ETAL	179 N ROYAL OAKS BLVD #B-2, FRANKLIN, TN 37067
079-04003	PORTER FAMILY LP	P O BOX 259, MARTIN, TN 38237
079-04020	SS MCWEEN LLC	501 CORP CTR DR #315, FRANKLIN, TN 37067
079-04024	SS MCWEEN LLC	501 CORP CTR DR #315, FRANKLIN, TN 37067
079-04023	SS MCWEEN LLC	501 CORP CTR DR #315, FRANKLIN, TN 37067
079-04022	TRI STAR ENERGY LLC	1740 ED TEMPLE BLVD, NASHVILLE, TN 37208

PLANNED ROADWAY NETWORK WITHIN 1500' OF SITE:

COF PROJECT #	NAME	CLASSIFICATION	PRIORITY
2	MCWEEN DRIVE	MAJOR ARTERIAL	SHORT TERM
28	LIBERTY PIKE	MINOR ARTERIAL	MID TERM
33	NORTH ROYAL OAKS BLVD.	MAJOR ARTERIAL	MID TERM
37	MALLORY LANE	MAJOR ARTERIAL	MID TERM
40	I-65	FREEWAY	MID TERM

OTHER THAN THE PLANNED ROADWAYS SHOWN ON THIS PLAN, THERE ARE NO OTHER MAJOR THOROUGHFARE PROJECTS WITHIN 1500' OF THE PROJECT BOUNDARY

Line Table

Line #	Length	Direction
L1	3.74	N82° 58' 52" W
L2	59.49	N35° 59' 25" E
L3	23.77	S68° 36' 26" E
L4	12.00	N35° 59' 25" E
L5	23.77	N39° 24' 44" W
L6	18.01	N35° 59' 24" E

SITE SLOPE TABLE

14% - 19.99%
20% and above

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1972.02'	158.57'	158.53'	S29° 17' 38" W
C2	1847.85'	290.26'	289.96'	S31° 29' 25" W
C3	1977.91'	310.68'	310.36'	N31° 29' 25" E

SURVEY NOTES

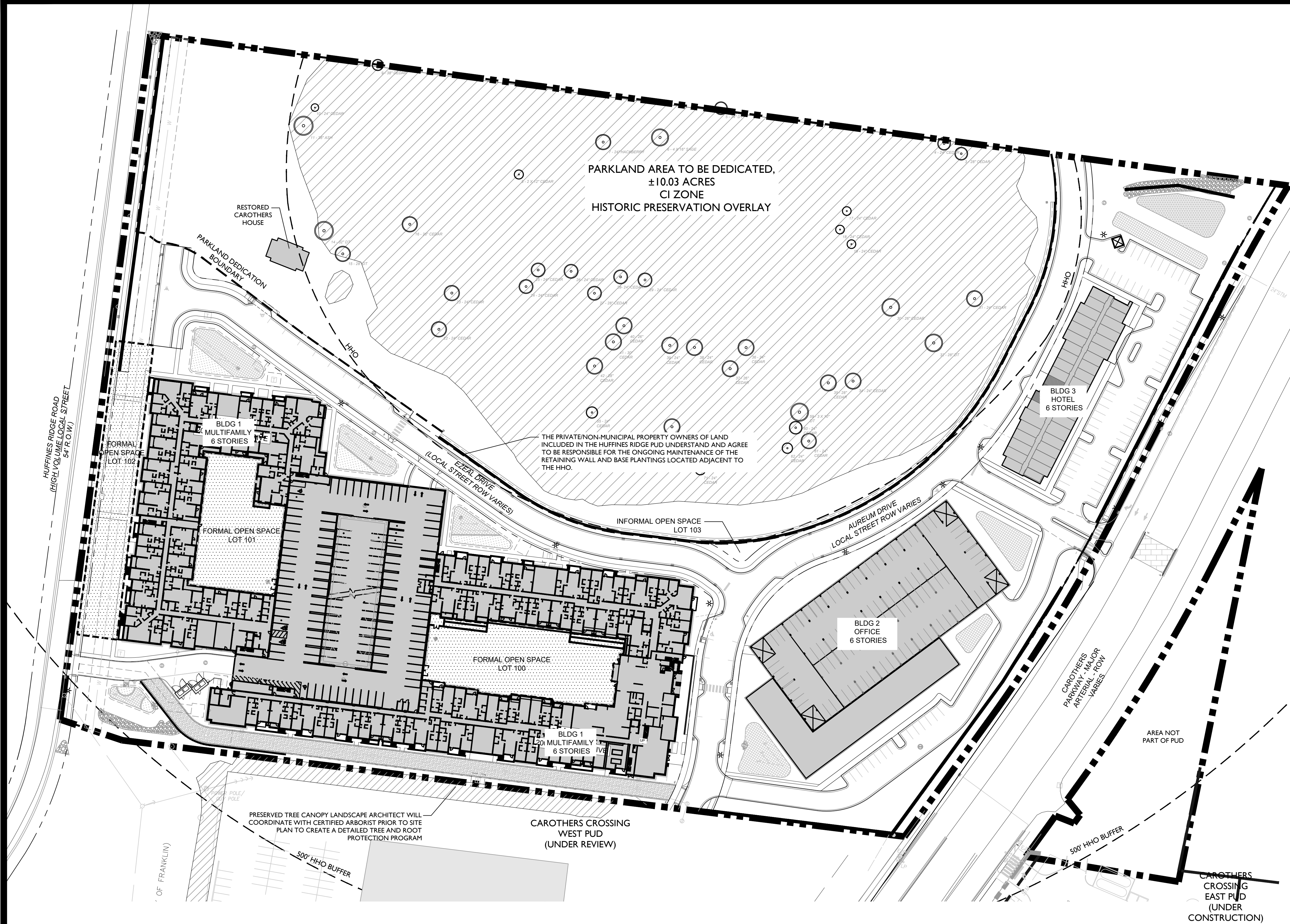
1. THE INFORMATION SHOWN ON THIS PLAN IS BASED UPON THE TENNESSEE STATE PLAN COORDINATE SYSTEM, AND NAD 83 DATUM.
2. BASE INFORMATION WAS TAKEN FROM AN ALTA SURVEY PREPARED BY CESO, INC. DATED SEPTEMBER 14, 2018. THE INFORMATION PROVIDED SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. KIMLEY-HORN AND 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 TAKEN NO EVIDENCE OF THE MINERAL RIGHTS OF THIS PROPERTY BEING TRANSFERRED TO ANY PARTY OTHER THAN THE OWNER.
5. THIS PROJECT IS LOCATED IN ZONE "X" AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. , WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2006, WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE PROGRAM. ZONE "X" IS AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANGE FLOODPLAIN.

SITE DATA TABLE

EXISTING ZONING: CHARACTER OVERLAY: OTHER APPLICABLE OVERLAYS: DEVELOPMENT STANDARD: TOTAL SITE AREA:	GENERAL COMMERCIAL DISTRICT MCO-4 HHO BUFFER CONVENTIONAL/TRADITIONAL 22.70 ACRES
---	---

EXISTING TREE CANOPY NOTE

SITE CONTAINS DENSE TREE COVERAGE. THE EXISTING TREE CANOPY AREA IS ±14.5 AC, AND COVERS APPROXIMATELY 61 PERCENT OF THE SITE.



SITE DATA CHART

PROJECT NAME:	HUFFINES PROPERTY PUD SUBDIVISION
PROJECT #:	7375
SUBDIVISION:	N/A
LOT NUMBER:	N/A
ADDRESS:	1343 HUFFINES RIDGE DRIVE
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	9
CURRENT ZONING:	PD (18.80/150000/170)
VESTED ZONING*:	CI
VESTED CHARACTER AREA*:	SD-X (18.80/150000/170)
OTHER APPLICABLE OVERLAYS:	CI
VESTED DEVELOPMENT STANDARD*:	MECO-4
ACREAGE OF SITE:	22.70 AC
PD	12.67 AC
CI	10.03 AC
SQUARE FOOTAGE OF SITE:	988,770 SF
MINIMUM SETBACKS:	
CAROTHERS PARKWAY (ARTERIAL):	50'
HUFFINES RIDGE DRIVE (LOCAL):	30'
SIDE YARD:	5'
OWNER:	JOHN E. CAROTHERS
ADDRESS:	1343 HUFFINES RIDGE DRIVE
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	324 LIBERTY PIKE
SUITE 145	
PHONE:	(615) 975-5765
EMAIL:	greg.gamble@gdc-tn.com
CONTACT:	GREG GAMBLE
BUILDING SQUARE FOOTAGE:	3 BUILDINGS - 726,706 SF TOTAL
BUILDING HEIGHT:	6 STORIES
RESIDENTIAL UNITS:	424
REQUIRED LSR*:	0.20 SD-X
	0.40 CI
PROVIDED LSR:	0.62
MINIMUM PARKING REQUIREMENT*:	1,532
MAXIMUM PARKING LIMIT:	
EXISTING PARKING:	N/A
PROVIDED PARKING*:	1,480
RESIDENTIAL DENSITY:	18.77 D.U.A.
TREE CANOPY:	13.61 AC
PARKLAND:	10.03 AC TO BE DEDICATED
OPEN SPACE:	
REQUIRED 5% (ALL FORMAL):	1.14 AC
PROVIDED (ALL FORMAL):	1.14 AC

*NOTE: THE ORIGINAL DEVELOPMENT PLAN (COF 6876, APPROVED 08-2019) WAS APPROVED UNDER THE 7-1-2018 ZONING ORDINANCE

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY MALLORY VALLEY UTILITIES. THE WATER MAINS ARE LOCATED ALONG CAROTHERS PARKWAY AND LIBERTY PIKE.
424 UNITS * 350 GPD = 148,400 GPD
150,000 SF OFFICE * 0.2 GPD/SF = 30,000 GPD
170 HOTEL ROOMS * 130 GPD = 22,100 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. PROJECTED FLOW IS 431 SFUE.

REPURIFIED (REUSE) WATER FACILITIES
NOT PRESENT OR PROPOSED ON THIS SITE.

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 2.1 MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 2.2 MI (FRANKLIN FIRE DEPARTMENT STATION 6)
NEAREST RECREATIONAL FACILITY: 1.4 MI (LIBERTY PARK)

PROJECTED STUDENT POPULATION
424 * 0.64 = 272 STUDENTS

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

TREE CANOPY RETENTION

OVERALL PROPERTY AREA = 988,770 SF (22.70 AC)			
TREE AREA	EXISTING	REMOVED	PRESERVED
A	567,230 SF	229,426 SF	337,804 SF
B	25,468 SF	16,439 SF	9,029 SF
TOTAL SF	592,698 SF	245,865 SF	346,833 SF
TOTAL ACRES	13.61 AC	5.64 AC	7.96 AC
TREE CANOPY DATA:			
TOTAL EXISTING TREE CANOPY:	13.61 AC (60% OF SITE)		
REQUIRED CANOPY PRESERVATION:	22%		
22% X 13.61 AC TOTAL CANOPY:	2.99 AC (130,244 SF)		
PROVIDED CANOPY PRESERVATION:	58% (346,833 SF)		

OPEN SPACE REQUIREMENT CHART

MINIMUM OPEN SPACE REQUIREMENT: 5%
5% * 22.70 AC = 1.14 AC
NOTE: ALL OPEN SPACE IS FORMAL
TOTAL OPEN SPACE PROVIDED: 1.14 SF

KEY	CLASSIFICATION	TYPE	AREA
100	FORMAL	COURTYARD	0.43 AC
101	FORMAL	COURTYARD	0.33 AC
102	FORMAL	COURTYARD SEATING	0.38 AC
103	INFORMAL	OPEN SPACE	0.02 AC

BUILDING DATA

BUILDING	TYPE	# OF STORIES	SF
1	MULTIFAMILY	6	543,297
2	OFFICE	6	150,000
3	HOTEL	6	81,209

KEY

- FORMAL OPEN SPACE
- PRESERVED TREE CANOPY



PROPOSED PARKLAND DEDICATION - CONCEPTUAL

PARK IMPACT FEE OFFSET NARRATIVE

The Huffines Property PUD Development Plan proposes 426 residential units generating \$1,833,504 in Parkland Impact Fees. The project team intends to offset these Parkland Impact Fees through a combination of land dedication and constructed improvements to the national historic registered John Henry Carothers Home site on Huffines Ridge.

Proposed Land Dedication:

The proposed development plan (COF #6876) shows a 10.03-acre parcel to be zoned Civic and Institutional (CI) with a Historic Preservation Overlay (HPO) which is home to the John Henry Carothers Home. These 10.03 acres are proposed to be dedicated to the City of Franklin as a Park. This land has an offset value of \$62,121 per acre as established in the parkland dedication ordinance.

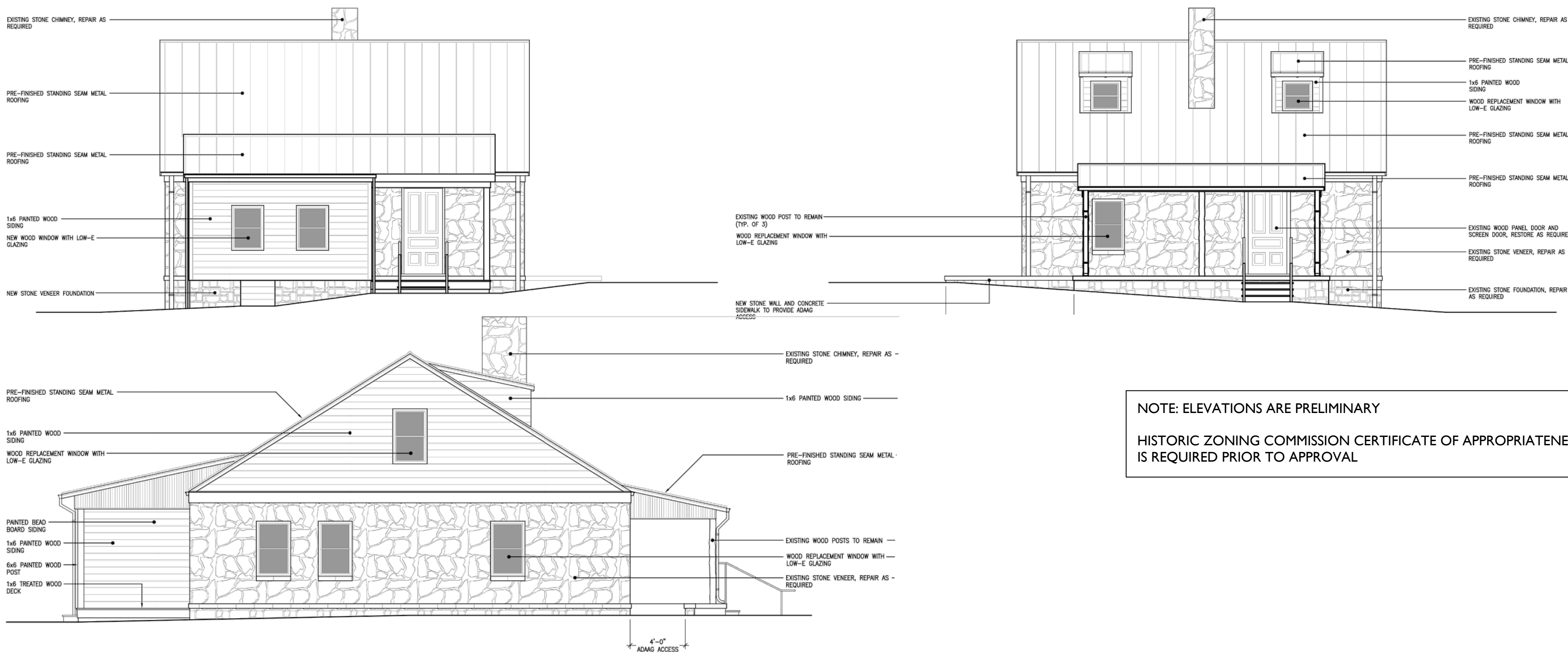
Proposed Constructed Improvements:

First and foremost, the project team intends to develop a mountain bike/hiking trail system as a continuation of trail systems proposed in development projects to the east of Carothers Parkway. In addition to trails, a trailhead, wayfinding signage, and parking are all planned. The J.H. Carothers house will be restored and will serve as a community meeting space and trailhead to the trail system. The team will work with COF parks staff to design and program this building to the standards required by the City.

The City of Franklin has expressed interest in additional improvements to the site of the historic home. The immediate surroundings of the home are proposed to be improved through the construction of an arboretum/community garden designed in partnership with Parks Staff. Additionally, a securable maintenance shed for park equipment and a covered storm shelter are to be built using reused/recycled materials from the existing outbuildings on site to the greatest extent possible. Also proposed are wayfinding and interpretive signage, and pedestrian lighting from the historic home to parking.

The development team also proposes to restore and rebuild historic stone walls where possible and to re-use stone wall materials where walls cannot be rebuilt. The project additionally includes the construction of a four-rail horse fence with wire mesh to serve as a guardrail to proposed retaining walls.

FINAL PLANS WILL BE PROVIDED AT SITE PLAN AND WILL REQUIRE HZC REVIEW.



Franklin,
DEVELOPMENT
HUFFINES



Revision Date _____

PARKLAND
DEDICATION
SHEET
C2.1
COF 7375



- ### 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.

IMPACT STATEMENT

WATER
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT VIA EXISTING 18" WATER LINE IN CAROTHERS PARKWAY. WATER AVAILABILITY REQUEST IS ONGOING WITH MALLORY VALLEY UTILITY DISTRICT.
425 MULTI-FAMILY UNITS * 350 GPD = 149,125 GPD
150,000 SF OF OFFICE * 0.2 GPD/SF = 30,000 GPD
170 HOTEL ROOMS * 130 GPD = 22,100 GPD

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN. PROJECTED FLOW IS 493.43 SFUE.

RECLAIMED WATER LINE
RECLAIMED WATER INFRASTRUCTURE IS NOT PRESENT OR PROPOSED ON THIS SITE.

STORMWATER
STORMWATER FLOWS WILL BE TREATED FOR WATER QUALITY BY THE CURRENT COF APPROVED METHOD AT THE TIME OF SITE PLAN SUBMITTAL. AT THE TIME OF THIS DEVELOPMENT PLAN SUBMITTAL, COF REQUIRES GREEN INFRASTRUCTURE THROUGHOUT THE SITE WITH OVERFLOW BEING DIRECTED TO DETENTION PONDS. POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PREDEVELOPMENT PEAK FLOWS BY THE DETENTION PONDS AND OUTLET STRUCTURES.

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

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

REFUSE COLLECTION
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY PRIVATE COLLECTION.

DRAINAGE FACILITIES
APPROXIMATELY 10.06 AC OF IMPERVIOUS AREA TO BE ADDED. OUTFALL LOCATIONS WILL STAY RELATIVELY THE SAME FROM PRE-CONSTRUCTION TO POST-CONSTRUCTION CONDITIONS.

STORMWATER MANAGEMENT PLAN:

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

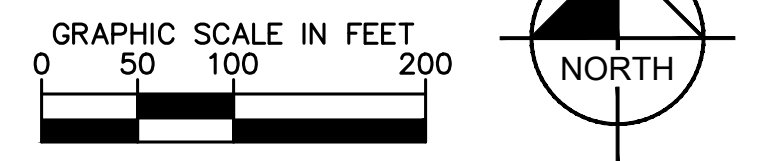
RUNOFF THAT EXCEEDS THE FIRST INCH OF RAINFALL WILL BE ROUTED VIA OVERFLOW BERM OR STORM STRUCTURE TO A DETENTION POND. AN OUTLET CONTROL STRUCTURE WILL LIMIT DISCHARGE FLOW RATE OF THE SITE UP TO THE 100-YEAR DESIGN STORM.

SITE AREA TABLE

TOTAL SITE AREA =	19.93 ACRES
SITE IMPERVIOUS AREA =	8.14 ACRES
SITE DISTURBED AREA =	15.76 ACRES
LOT 1 =	6.25 ACRES
LOT 2 =	4.07 ACRES
LOT 3 (PARKLAND DEDICATION) =	9.89 ACRES
DEDICATED ROW =	1.97 ACRES

SITE LEGEND

	PROPOSED SANITARY SEWER PIPE
	PROPOSED WATER MAIN
	PROPOSED STORM PIPE
	EXISTING SANITARY SEWER PIPE
	PROPOSED RECLAIMED WATER MAIN
	EXISTING WATER MAIN
	EXISTING OVERHEAD ELECTRIC
	EXISTING STORM PIPE
	LIMITS OF DISTURBANCE
	FIRE HYDRANT
	SANITARY SWER MANHOLE
	LIGHT POLE(4000K LED LIGHT SOURCE)
	FLOODWAY ZONING OVERLAY
	PROPOSED FLOODWAY FRINGE ZONING OVERLAY AND 100 YR FLOODPLAIN
	DETENTION
	BIORETENTION
	PERVIOUS PAVERS



GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

KimleyHorn

HUFFINES PROPERTY PUD SUBDIVISION DEVELOPMENT PLAN

Franklin, Williamson County, Tennessee

Issued: NOV. 5, 2020

Revision Date

△

△

△

△

△

OVERALL
GRADING AND
DRAINAGE PLAN

C3.0

COF # 7375



- ### 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.

IMPACT STATEMENT

WATER
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT VIA EXISTING 18" WATER LINE IN CAROTHERS PARKWAY. WATER AVAILABILITY REQUEST IS ONGOING WITH MALLORY VALLEY UTILITY DISTRICT.
426 MULTI-FAMILY UNITS * 360 GPD = 149,100 GPD
150,000 SF OF OFFICE * 0.2 GPD/SF = 30,000 GPD
170 HOTEL ROOMS * 130 GPD = 22,100 GPD

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN. PROJECTED FLOW IS 493.43 SFUE.

RECLAIMED WATER LINE
RECLAIMED WATER INFRASTRUCTURE IS NOT PRESENT OR PROPOSED ON THIS SITE.

STORMWATER
STORMWATER FLOWS WILL BE TREATED FOR WATER QUALITY BY THE CURRENT COF APPROVED METHOD AT THE TIME OF SITE PLAN SUBMITTAL. AT THE TIME OF THIS DEVELOPMENT PLAN SUBMITTAL, COF REQUIRES GREEN INFRASTRUCTURE THROUGHOUT THE SITE WITH OVERFLOW BEING DIRECTED TO DETENTION PONDS. POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PREDEVELOPMENT PEAK FLOWS BY THE DETENTION PONDS AND OUTLET STRUCTURES.

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

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

REFUSE COLLECTION
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY PRIVATE COLLECTION.

DRAINAGE FACILITIES
APPROXIMATELY 10.06 AC OF IMPERVIOUS AREA TO BE ADDED. OUTFALL LOCATIONS WILL STAY RELATIVELY THE SAME FROM PRE-CONSTRUCTION TO POST-CONSTRUCTION CONDITIONS.

STORMWATER MANAGEMENT PLAN:

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

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

SITE AREA TABLE

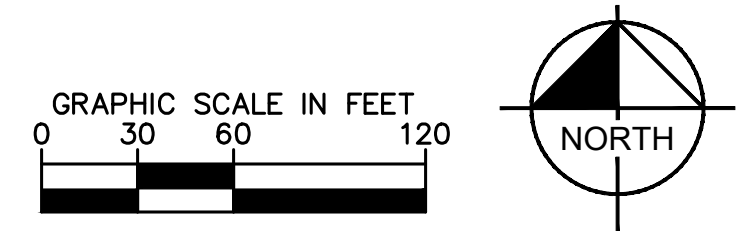
TOTAL SITE AREA =	36.77 ACRES
SITE IMPERVIOUS AREA =	8.14 ACRES
SITE DISTURBED AREA =	15.76 ACRES
LOT 1 =	6.25 ACRES
LOT 2 =	4.07 ACRES
LOT 3 (PARKLAND DEDICATION) =	9.89 ACRES
DEDICATED ROW =	1.97 ACRES

BIORETENTION AREA TABLE

BIO AREA #	TREATMENT AREA PROVIDED (SF)	TREATMENT VOLUME REQUIRED (CF)
1	1,740	4930
2	618	1962
3	1126	5131
4	1323	1565
5A	956	1743
5B	2060	5127
6	2169	5756
7	2782	7660

SITE LEGEND

	PROPOSED SANITARY SEWER PIPE
	PROPOSED STORM MAIN
	PROPOSED STORM PIPE
	EXISTING SANITARY SEWER PIPE
	PROPOSED RECLAIMED WATER MAIN
	EXISTING WATER MAIN
	EXISTING OVERHEAD ELECTRIC
	EXISTING STORM PIPE
	LIMITS OF DISTURBANCE
	FIRE HYDRANT
	SANITARY SWER MANHOLE
	LIGHT POLE (4000K LED LIGHT SOURCE)
	FLOODWAY ZONING OVERLAY
	PROPOSED FLOODWAY FRINGE ZONING OVERLAY AND 100 YR FLOODPLAIN
	DETENTION
	BIORETENTION
	PERVIOUS PAVERS



GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

KimleyHorn

HUFFINES PROPERTY PUD SUBDIVISION DEVELOPMENT PLAN

Franklin, Williamson County, Tennessee

Issued: NOV. 5, 2020

Revision Date

△

△

△

△

ENLARGED
GRADING AND
DRAINAGE PLAN

C3.1

COF # 7375

CONNECTIVITY INDEX

8 LINKS / 4 NODE = 2.00 CONNECTIVITY INDEX



ROW & ACCESS GENERAL NOTES

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

IMPACT STATEMENT

ACCESS TO THE MULTIFAMILY PORTION OF THE DEVELOPMENT WILL BE PROVIDED VIA PRIVATE ROAD WITH TWO CONNECTIONS DIRECTLY FROM HUFFINES RIDGE ROAD, ONE CONNECTION INDIRECTLY OFF OF CAROTHERS PARKWAY, AND ONE CONNECTION INDIRECTLY FROM THE FUTURE DEVELOPMENT TO THE SOUTH. THE OFFICE PORTION OF THIS SITE WILL BE ACCESSED VIA PRIVATE ROAD WITH ONE CONNECTION DIRECTLY TO CAROTHERS PARKWAY, ONE CONNECTION INDIRECTLY OFF OF HUFFINES RIDGE ROAD, AND ONE CONNECTION INDIRECTLY FROM THE FUTURE DEVELOPMENT TO THE SOUTH. THE HOTEL PORTION OF THIS SITE WILL BE ACCESSED VIA PRIVATE ROAD WITH ONE CONNECTION DIRECTLY TO CAROTHERS PARKWAY, ONE CONNECTION INDIRECTLY OFF OF HUFFINES RIDGE ROAD, AND ONE CONNECTION INDIRECTLY FROM THE FUTURE DEVELOPMENT TO THE SOUTH.

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

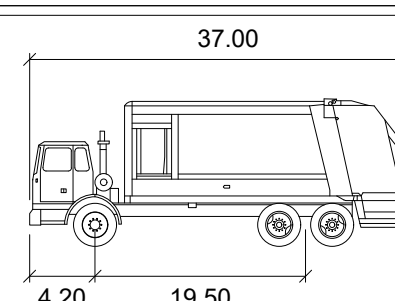
SITE LEGEND

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

FIRE FLOW TEST

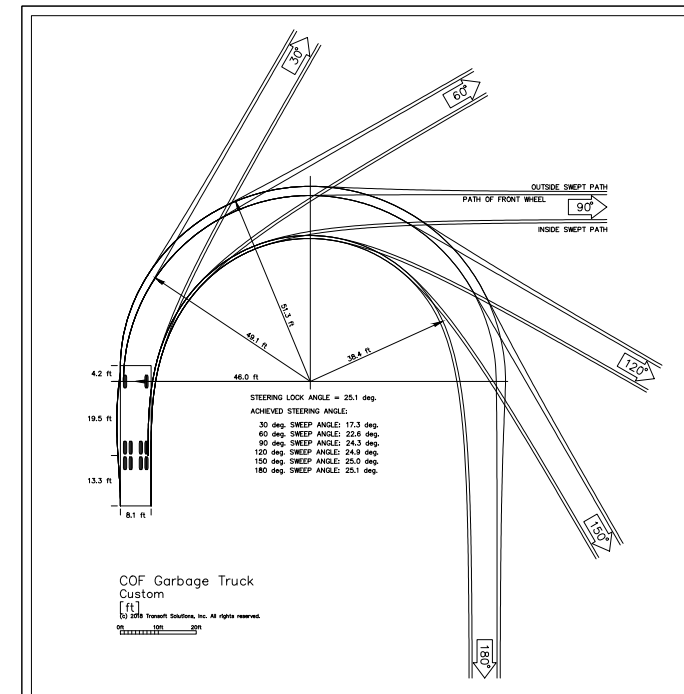
TEST DATE: 06/28/2019 TIME: 3:30 PM
STATIC PRESSURE: 138 PSI
RESIDUAL PRESSURE: 124 PSI
FLOW: 1,113 GPM

TESTED BY HUNTER PATTON AND BEN BUTLER,
HEATHCOAT & DAVIS, INC.

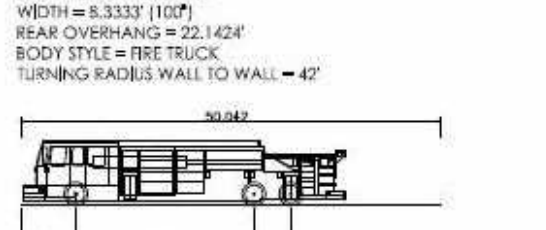


COF Garbage Truck

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

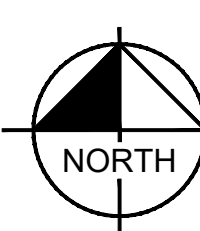


AUTOTURN INFORMATION - SUTPHIN CORPORATION HS-3661
NUMBER OF FRONT AXLES=1
FRONT TRACK WIDTH=5' 9 1/4"
WHEELS ON EACH FRONT AXLE=2
NUMBER OF REAR AXLES=2
REAR TRACK WIDTH=8' 1 1/4"
WHEELS ON EACH REAR AXLE=4
WHEELBASE=21' 3 1/2"
REAR AXLE SPACING=4' 4 1/2"
BODY LENGTH=50' 0 1/2"
WIDTH=8' 3 3/4" (102")
REAR OVERHANG=22' 14 1/2"
BODY STYLE=TRUCK
TURNING RADIUS TO WALL=42'



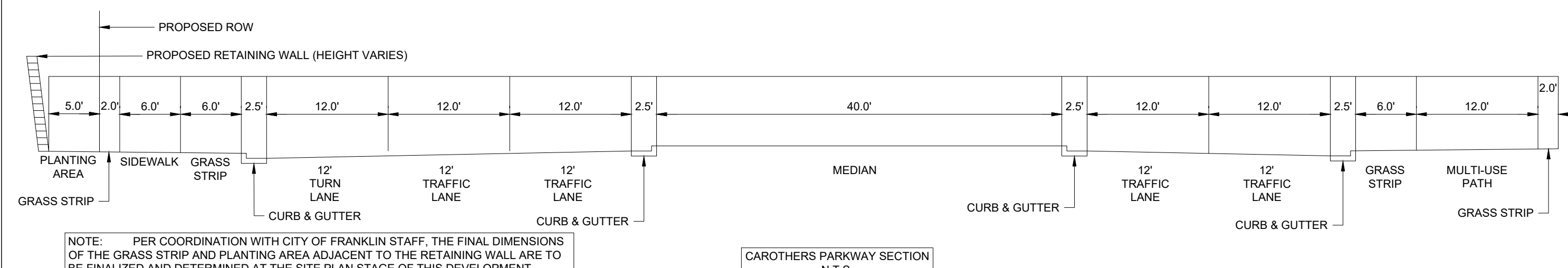
FRANKLIN FIRE TRUCK - TOWER 2 TRUCK 2015
Overall Length: 30' 0"
Overall Width: 8' 6"
Overall Body Height: 12' 0"
Track Width: 6' 6"
Lock-to-Lock Time: 6.0 sec
Turn Speed (MPH): 2.5

GRAPHIC SCALE IN FEET
0 30 60 120



UTILITY AGENCIES CONTACT LIST

WATER	GAS	TELEPHONE	ENGINEER
MALLORY VALLEY 465 DUKE DRIVE FRANKLIN, TN 37067 PHONE: (615) 628-0237 CONTACT: BOBBY NUTT	ATMOS ENERGY 200 NOAH DRIVE FRANKLIN, TN 37064 PHONE: (615) 794-2596 CONTACT: RON MYATT	AT&T (615) 595-7816 CONTACT: DAVID TUTTEROW	KIMLEY-HORN AND ASSOCIATES, INC. 214 OCEANSIDE DRIVE NASHVILLE, TENNESSEE 37204 PHONE: (615) 564-2701 CONTACT: MARY MCGOWAN, P.E.
ELECTRIC	SANITARY SEWER	CABLE	CITY OF FRANKLIN
MIDDLE TN ELECTRIC 2156 EDWARD CURD LN. FRANKLIN, TN 37067 PHONE: (615) 595-4693 CONTACT: DALE HOOD	CITY OF FRANKLIN 124 LUMBER DRIVE FRANKLIN, TN 37064 PHONE: (615) 550-6855 CONTACT: UTILITY INSPECTOR	COMCAST 2501 MCGAVOCK PK. SUITE 1206 NASHVILLE, TN 37214 (615) 440-2920 CONTACT: PAULA BROOKS	109 3RD AVENUE SOUTH, FRANKLIN, TN 37067 CONTACT: PLANNING : JOSH KING 615-550-6977 ENGINEERING : LANCE FITTRO 615-550-6876



NOTE: PER COORDINATION WITH CITY OF FRANKLIN STAFF, THE FINAL DIMENSIONS OF THE GRASS STRIP AND PLANTING AREA ADJACENT TO THE RETAINING WALL ARE TO BE FINALIZED AND DETERMINED AT THE SITE PLAN STAGE OF THIS DEVELOPMENT.

CAROTHERS PARKWAY SECTION
N.T.S.

PROPOSED ROW DEDICATION
± 16,104 SF

PROPOSED PROPERTY / ROW LINE, HUFFINES TO BE IMPROVED WITH 12' LANE, CURB AND GUTTER, GRASS STRIP, AND SIDEWALK EAST OF EXISTING CENTER LINE, ROW VARIES

EXISTING MILCROFTON WATERLINE WITH 20' EASEMENT

PROPOSED FIRE HYDRANT

PROPOSED FDC (TYP.)

REFUSE COLLECTION AREA

PROPOSED MALLORY VALLEY WATER METER LOCATION

PROPOSED FDC (TYP.)

REFUSE COLLECTION AREA

PROPOSED MALLORY VALLEY WATER METER LOCATION

PROPOSED FDC (TYP.)

REFUSE COLLECTION AREA

PROPOSED MALLORY VALLEY WATER METER LOCATION

PROPOSED FDC (TYP.)

REFUSE COLLECTION AREA

PROPOSED MALLORY VALLEY WATER METER LOCATION

PROPOSED FDC (TYP.)

REFUSE COLLECTION AREA

PROPOSED MALLORY VALLEY WATER METER LOCATION

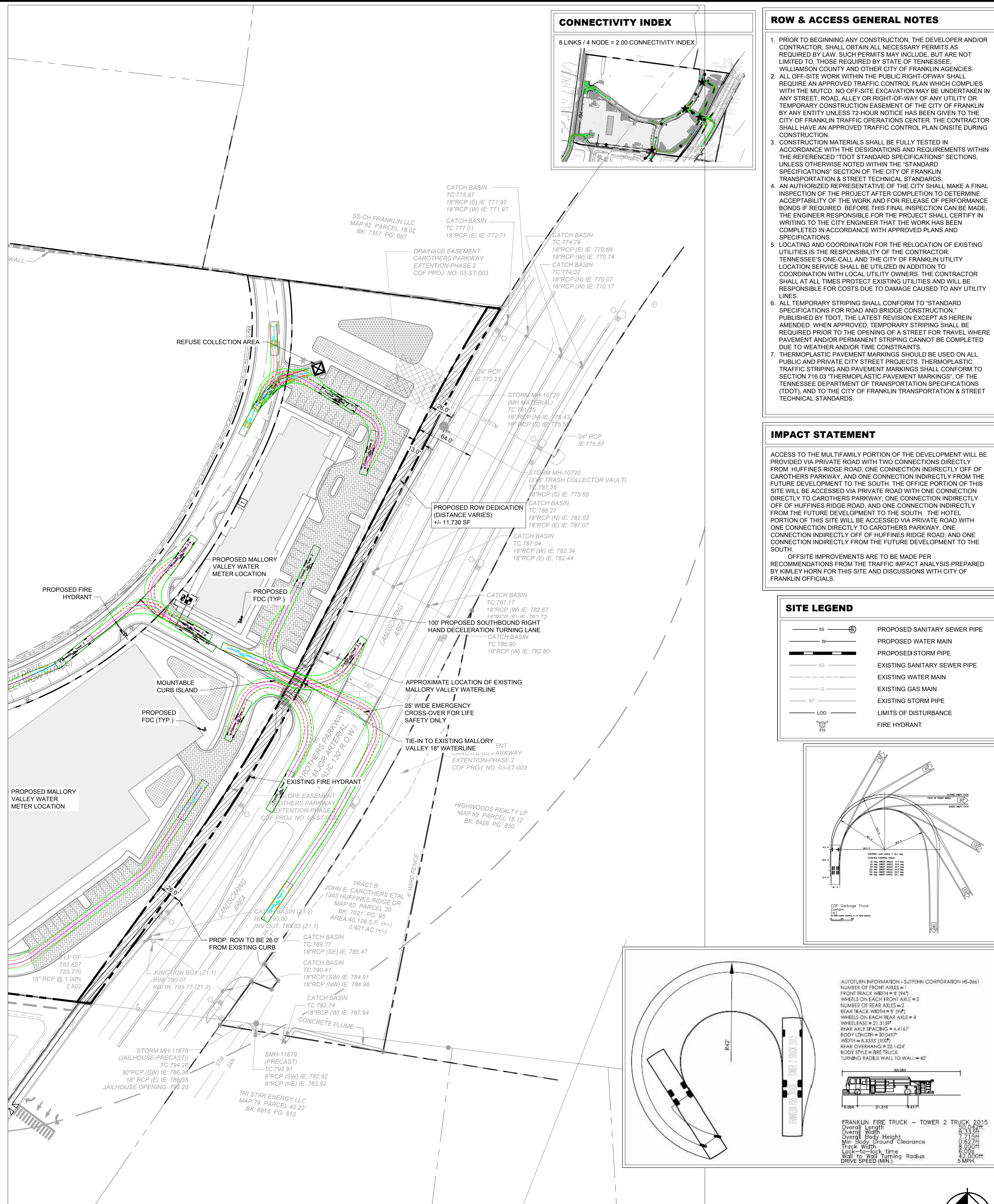
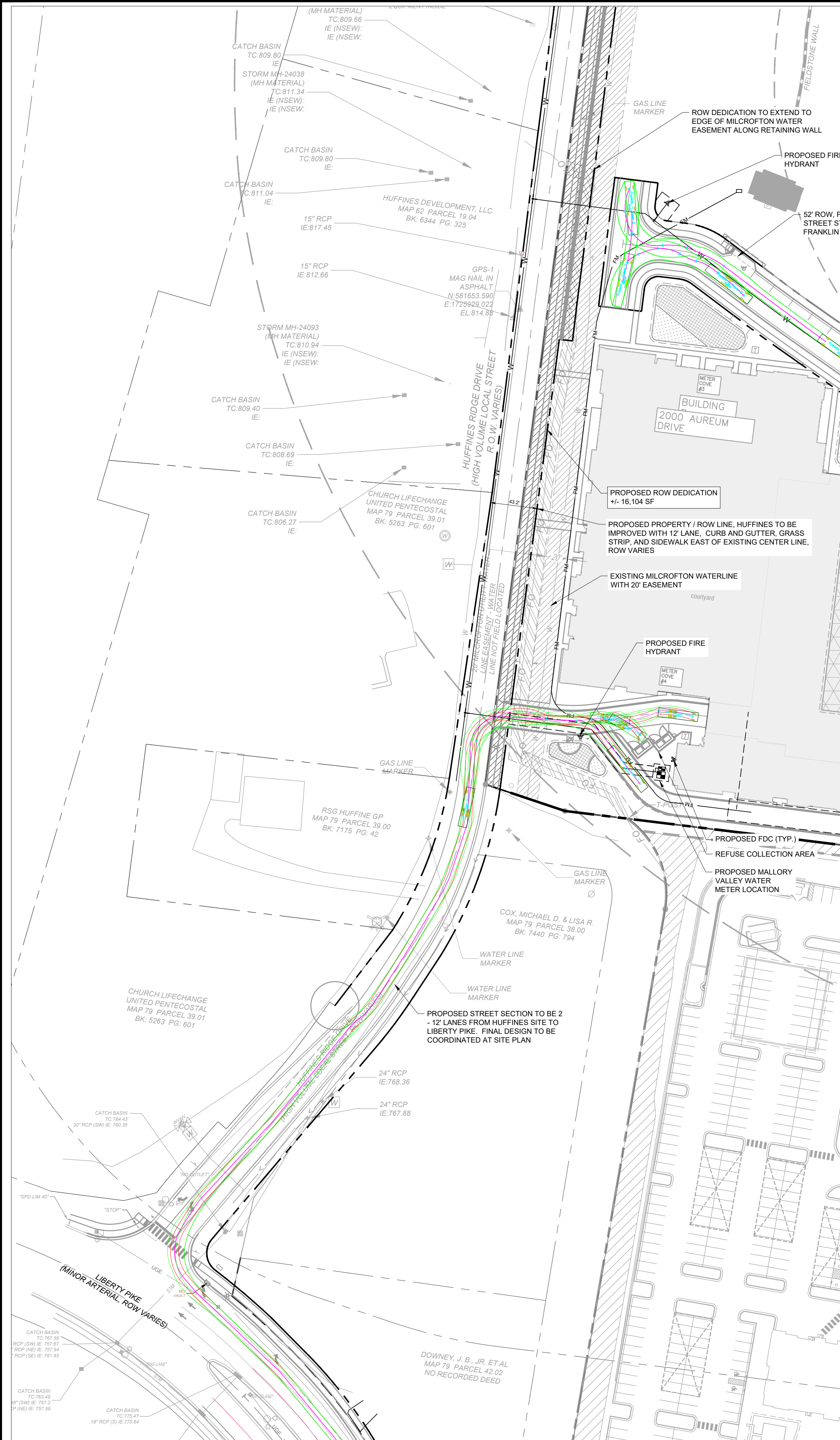
PROPOSED FDC (TYP.)

REFUSE COLLECTION AREA

STREET SECTION (AUREUM DRIVE)
HILLSIDE RETAINING WALL
44.5' ROW

ON-STREET PARKING
STREET SECTION (AUREUM DRIVE)
ROW VARIES

STREET SECTION (HUFFINES)
54' ROW



CONNECTIVITY INDEX

8 LINKS / 4 NODE = 2.00 CONNECTIVITY INDEX



ROW & ACCESS GENERAL NOTES

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

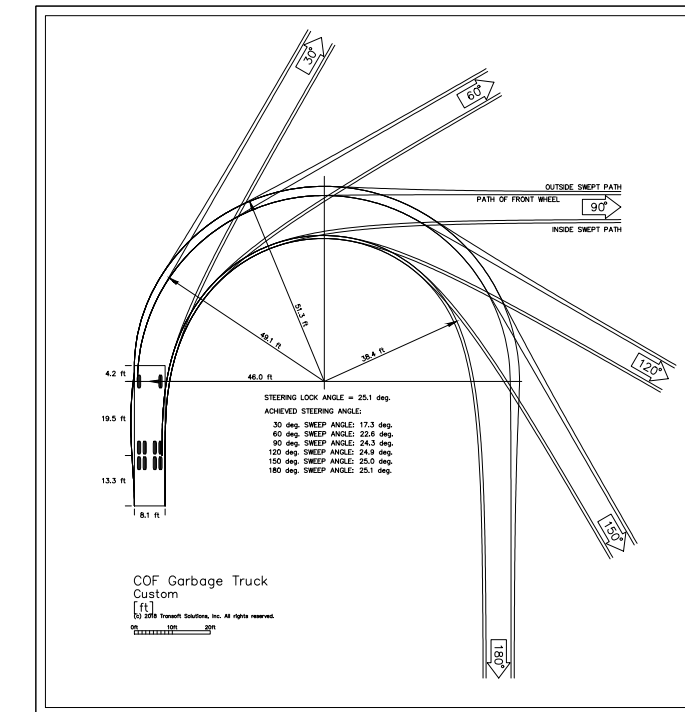
IMPACT STATEMENT

ACCESS TO THE MULTIFAMILY PORTION OF THE DEVELOPMENT WILL BE PROVIDED VIA PRIVATE ROAD WITH TWO CONNECTIONS DIRECTLY FROM HUFFINES RIDGE ROAD, ONE CONNECTION INDIRECTLY OFF OF CAROTHERS PARKWAY, AND ONE CONNECTION INDIRECTLY FROM THE FUTURE DEVELOPMENT TO THE SOUTH. THE OFFICE PORTION OF THIS SITE WILL BE ACCESSED VIA PRIVATE ROAD WITH ONE CONNECTION DIRECTLY TO CAROTHERS PARKWAY, ONE CONNECTION INDIRECTLY OFF OF HUFFINES RIDGE ROAD, AND ONE CONNECTION INDIRECTLY FROM THE FUTURE DEVELOPMENT TO THE SOUTH. THE HOTEL PORTION OF THIS SITE WILL BE ACCESSED VIA PRIVATE ROAD WITH ONE CONNECTION DIRECTLY TO CAROTHERS PARKWAY, ONE CONNECTION INDIRECTLY OFF OF HUFFINES RIDGE ROAD, AND ONE CONNECTION INDIRECTLY FROM THE FUTURE DEVELOPMENT TO THE SOUTH.

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

SITE LEGEND

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



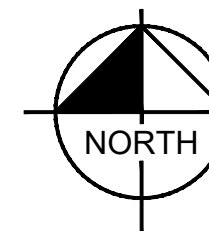
AUTOLIN INFORMATION - SUPPHR CORPORATION HS-361

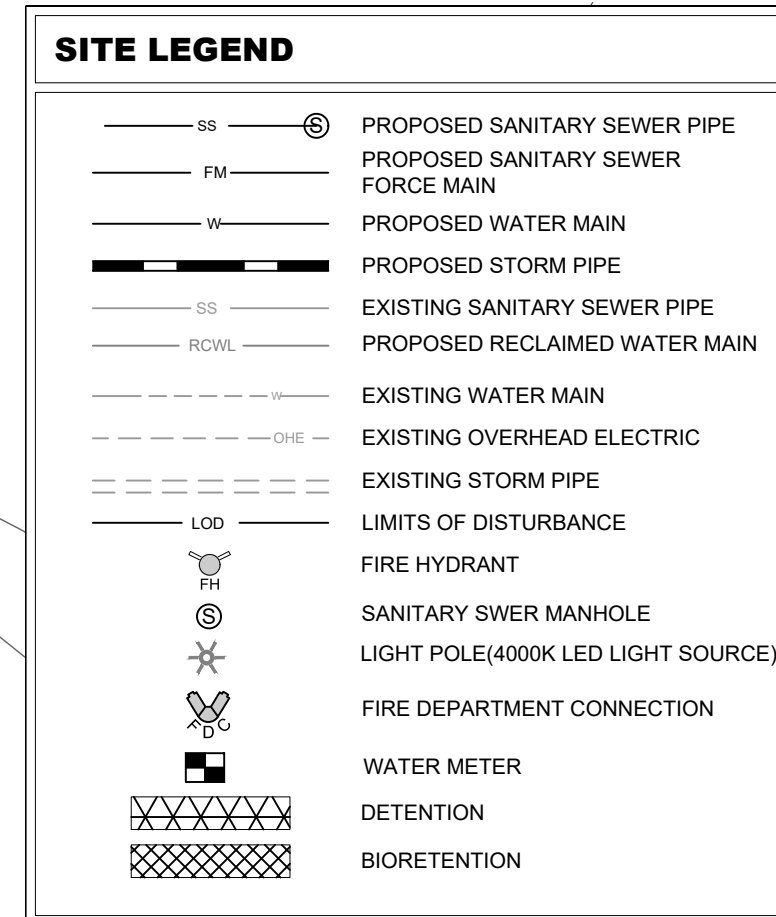
NUMBER OF FRONT AXLES =	1
FRONT TRACK WIDTH =	5' 6"
WHEELS ON EACH FRONT AXLE =	2
NUMBER OF REAR AXLES =	2
REAR TRACK WIDTH =	5' 6"
WHEELS ON EACH REAR AXLE =	4
WHEELBASE =	21' 3 1/2"
REAR AXLE SPACING =	4' 4 1/2"
BODY LENGTH =	50' 0 1/2"
WIDTH =	8' 3 3/4" (102")
REAR OVERHANG =	22' 14 1/2"
BODY STYLE =	TIRE TRUCK
TURNING RADIUS =	WALL TO WALL = 42'

FRANKLIN FIRE TRUCK - TOWER 2 TRUCK 2015

Overall Length	50' 0 1/2"
Overall Width	8' 3 3/4" (102")
Overall Body Height	12' 0"
Min. Body Ground Clearance	6' 0"
Track Width	5' 6"
Lock-to-Lock Time	8' 0"
Wall-to-Wall Turning Radius	42' 0"
DRIVE SPEED (MPH)	25

GRAPHIC SCALE IN FEET
0 30 60 120





UTILITY NOTES

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

IMPACT STATEMENT

WATER
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT VIA EXISTING 18" WATER LINE IN CAROTHERS PARKWAY. WATER AVAILABILITY REQUEST IS ONGOING WITH MALLORY VALLEY UTILITY DISTRICT.
426 MULTI-FAMILY UNITS * 350 GPD = 149,100 GPD
150,000 SF OF OFFICE * 0.2 GPD/SF = 30,000 GPD
170 HOTEL ROOMS * 130 GPD = 22,100 GPD

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN. PROJECTED FLOW IS 493.43 SFUE.

RECLAIMED WATER LINE
RECLAIMED WATER INFRASTRUCTURE IS NOT PRESENT OR PROPOSED ON THIS SITE.

STORMWATER
STORMWATER FLOWS WILL BE TREATED FOR WATER QUALITY BY THE CURRENT COP APPROVED METHOD AT THE TIME OF SITE PLAN SUBMITTAL. AT THE TIME OF THIS DEVELOPMENT PLAN SUBMITTAL, COF REQUIRES GREEN INFRASTRUCTURE THROUGHOUT THE SITE WITH OVERFLOW BEING DIRECTED TO DETENTION PONDS. POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PREDEVELOPMENT PEAK FLOWS BY THE DETENTION PONDS AND OUTLET STRUCTURES.

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

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

REFUSE COLLECTION
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY PRIVATE COLLECTION.

DRAINAGE FACILITIES
APPROXIMATELY 10.06 AC OF IMPERVIOUS AREA TO BE ADDED. OUTFALL LOCATIONS WILL STAY RELATIVELY THE SAME FROM PRE-CONSTRUCTION TO POST-CONSTRUCTION CONDITIONS.

UTILITY LAYOUT NOTE

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

EXISTING UTILITIES NOTE

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

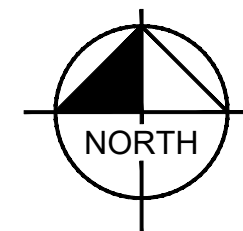
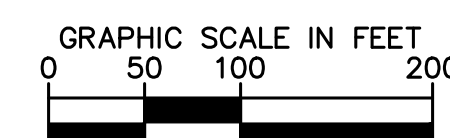
SEWER NOTE

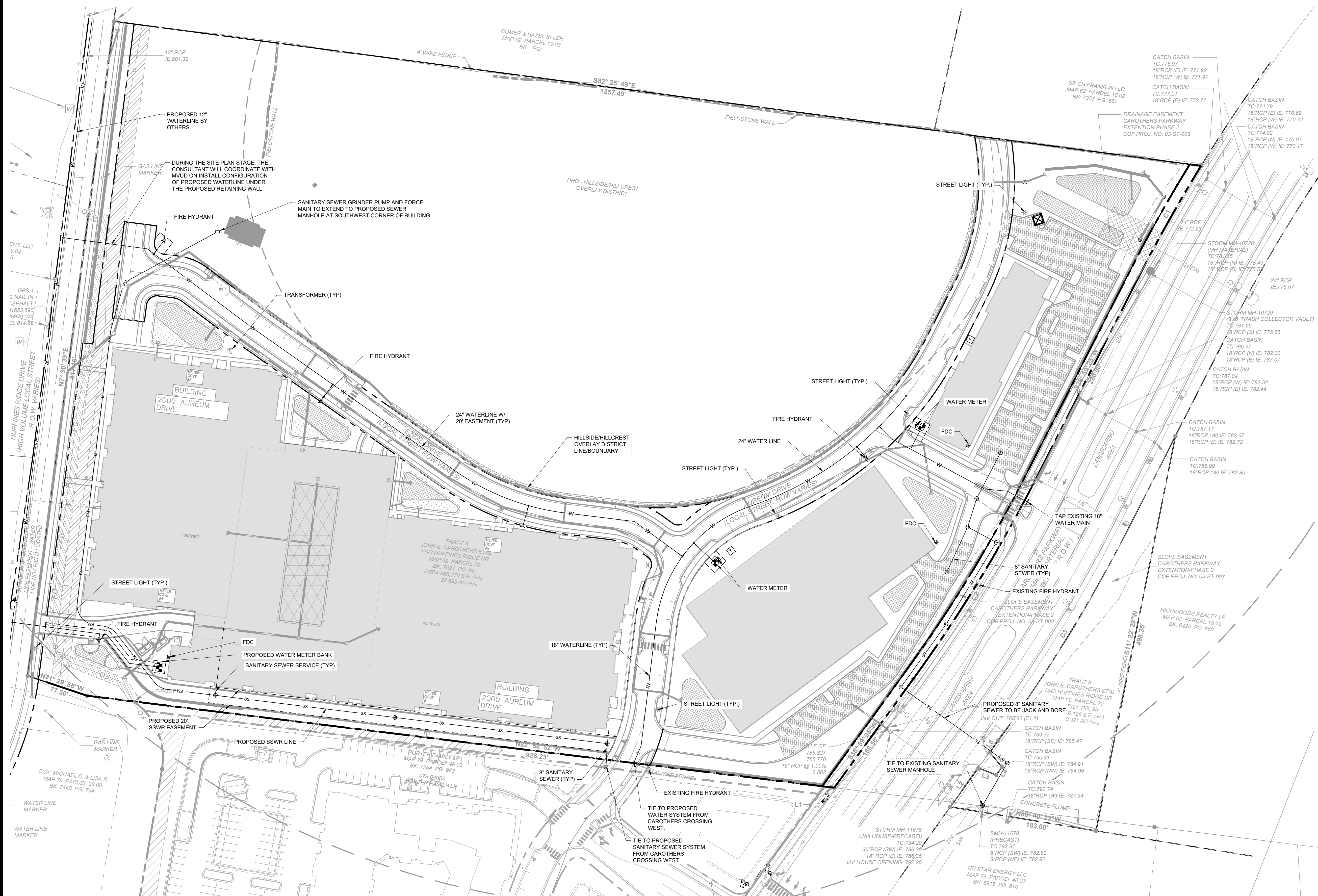
PROPOSED SANITARY SEWER TO TIE INTO SANITARY SEWER FROM PROPOSED CAROTHERS CROSSING WEST DEVELOPMENT. IF FOR SOME REASON THE PROPOSED CAROTHERS CROSSING WEST DEVELOPMENT IS DELAYED, THIS SITE WILL TIE IN TO AN EXISTING SANITARY SEWER MANHOLE LOCATED ON THE EAST SIDE OF CAROTHERS PARKWAY.

UTILITY AGENCIES CONTACT LIST

WATER	GAS	TELEPHONE	ENGINEER
MALLORY VALLEY UTILITY DISTRICT 1425 DUKE DRIVE FRANKLIN, TN 37064 PHONE: (615) 628-0237 CONTACT: BOBBY NUTT	ATMOS ENERGY 200 NOAH DRIVE FRANKLIN, TN 37064 PHONE: (615) 794-2596 CONTACT: RON MYATT	AT&T (615) 595-7816 CONTACT: DAVID TUTTEROW	KIMLEY-HORN AND ASSOCIATES, INC. 214 OCEANSIDE DRIVE NASHVILLE, TENNESSEE 37204 PHONE: (615) 564-2701 CONTACT: MARY MCGOWAN
ELECTRIC	SANITARY SEWER	CABLE	CITY OF FRANKLIN
MIDDLE TN ELECTRIC 2156 EDWARD CURD LN. FRANKLIN, TN 37067 PHONE: (615) 595-4693 CONTACT: DALE HOOD	CITY OF FRANKLIN 124 LUMBER DRIVE FRANKLIN, TN 37064 PHONE: (615) 550-6855 CONTACT: UTILITY INSPECTOR	COMCAST 2501 MCGAVOCK PK, SUITE 1206 NASHVILLE, TN 37214 (615)440-2920 CONTACT: PAULA BROOKS	109 3RD AVENUE SOUTH, FRANKLIN, TN 37067 CONTACT: PLANNING JOSH KING 615-550-6977 ENGINEERING LANCE FITTRO 615-550-6676

CAUTION!
EXISTING OVERHEAD
AND UNDERGROUND
UTILITIES





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

IMPACT STATEMENT

WATER
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT VIA EXISTING 18" WATER LINE IN CAROTHERS PARKWAY. WATER AVAILABILITY REQUEST IS ONGOING WITH MALLORY VALLEY UTILITY DISTRICT.
426 MULTI-FAMILY UNITS * 350 GPD = 148,100 GPD
150,000 SF OF OFFICE * 0.2 GPD/SF = 30,000 GPD
170 HOTEL ROOMS * 130 GPD = 22,100 GPD

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN. PROJECTED FLOW IS 493.43 SFUE.

RECLAIMED WATER LINE
RECLAIMED WATER INFRASTRUCTURE IS NOT PRESENT OR PROPOSED ON THIS SITE.

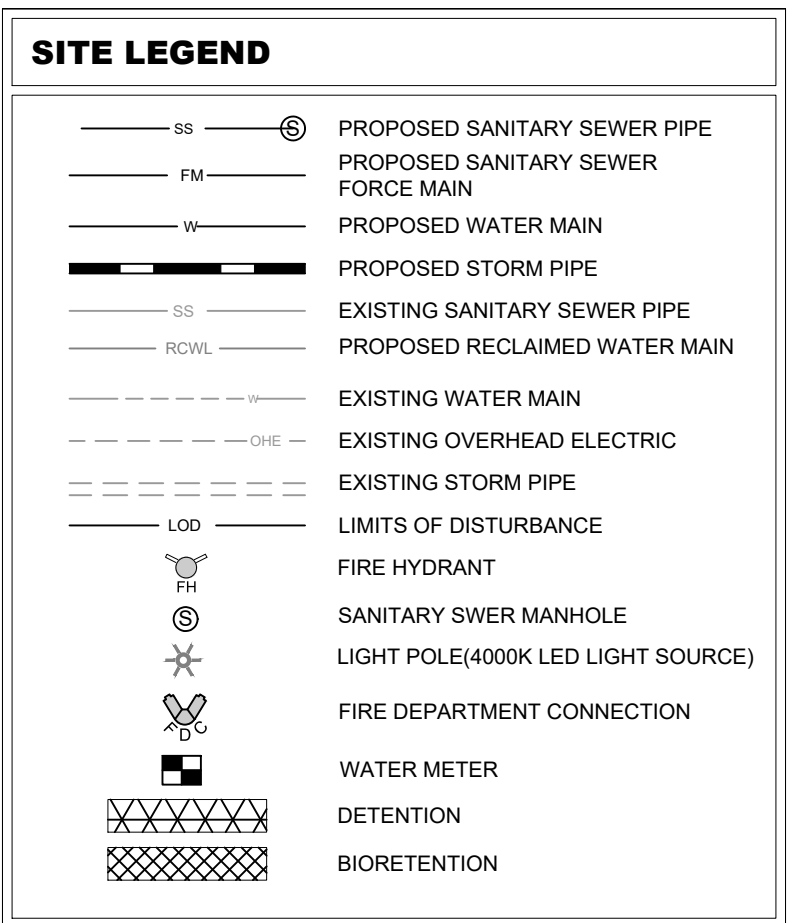
STORMWATER
STORMWATER FLOWS WILL BE TREATED FOR WATER QUALITY BY THE CURRENT COF APPROVED METHOD AT THE TIME OF SITE PLAN SUBMITTAL. AT THE TIME OF THIS DEVELOPMENT PLAN SUBMITTAL, COF REQUIRES GREEN INFRASTRUCTURE THROUGHOUT THE SITE WITH OVERFLOW BEING DIRECTED TO DETENTION PONDS. POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PREDEVELOPMENT PEAK FLOWS BY THE DETENTION PONDS AND OUTLET STRUCTURES.

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

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

REFUSE COLLECTION
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY PRIVATE COLLECTION.

DRAINAGE FACILITIES
APPROXIMATELY 10.06 AC OF IMPERVIOUS AREA TO BE ADDED. OUTFALL LOCATIONS WILL STAY RELATIVELY THE SAME FROM PRE-CONSTRUCTION TO POST-CONSTRUCTION CONDITIONS.



UTILITY PLAN DATA CHART			
FACILITY TYPE	UNIT FLOW (GPD)	UNIT QUANTITY	TOTAL FLOW (GPD)
HOTEL	130/ROOM	170	22,100
OFFICE	0.2/SF	150,000	30,000
APARTMENTS (ONE BED)	250/APARTMENT	180	45,000
APARTMENTS (TWO BED)	300/APARTMENT	210	63,000
APARTMENTS (THREE BED)	350/APARTMENT	36	12,600
TOTAL			172,700 GPD
*FLOWS ESTIMATED FROM COF STANDARDS			493.43 SFUE

UTILITY AGENCIES CONTACT LIST			
WATER	GAS	TELEPHONE	ENGINEER
MALLORY VALLEY UTILITY DISTRICT 1425 DUKE DRIVE FRANKLIN, TN 37064 PHONE: (615) 628-0237 CONTACT: BOBBY NUTT	ATMOS ENERGY 200 NOAH DRIVE FRANKLIN, TN 37064 PHONE: (615) 794-2596 CONTACT: RON MYATT	AT&T (615) 595-7816 CONTACT: DAVID TUTTEROW	KIMLEY-HORN AND ASSOCIATES, INC. 214 OCEANSIDE DRIVE NASHVILLE, TENNESSEE 37204 PHONE: (615) 564-2701 CONTACT: MARY MCGOWAN
ELECTRIC	SANITARY SEWER	CABLE	CITY OF FRANKLIN
MIDDLE TN ELECTRIC 2156 EDWARD CURD LN. FRANKLIN, TN 37067 PHONE: (615) 595-4693 CONTACT: DALE HOOD	CITY OF FRANKLIN 124 LUMBER DRIVE FRANKLIN, TN 37064 PHONE: (615) 550-6855 CONTACT: UTILITY INSPECTOR	COMCAST 2501 MCGAVOCK PK. SUITE 1206 NASHVILLE, TN 37214 (615) 440-2920 CONTACT: PAULA BROOKS	109 3rd AVENUE SOUTH, FRANKLIN, TN 37067 CONTACT: PLANNING: JOSH KING 615-550-6977 ENGINEERING: LANCE FITTRO 615-550-6676

UTILITY LAYOUT NOTE

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

EXISTING UTILITIES NOTE

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

WATER INFRASTRUCTURE NOTE

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

STREET LIGHT NOTE

ALL STREET LIGHTS SHALL HAVE A LED LIGHT SOURCE.

SEWER NOTE

- PROPOSED SANITARY SEWER TO TIE INTO SANITARY SEWER FROM PROPOSED CAROTHERS CROSSING WEST DEVELOPMENT.
- IF FOR SOME REASON THE PROPOSED CAROTHERS CROSSING WEST DEVELOPMENT IS DELAYED, THIS SITE WILL TIE-INTO AN EXISTING SANITARY SEWER MANHOLE LOCATED ON THE EAST SIDE OF CAROTHERS PARKWAY.
- SANITARY SEWER DEPTHS FOR THE INTERNAL NETWORK ARE ANTICIPATED TO BE DESIGNED AT MINIMAL DEPTH.
- THE DESIGN CURRENTLY ALLOWS FOR WIDER EASEMENTS IF DURING SP THEY ARE DETERMINED TO BE NEEDED.

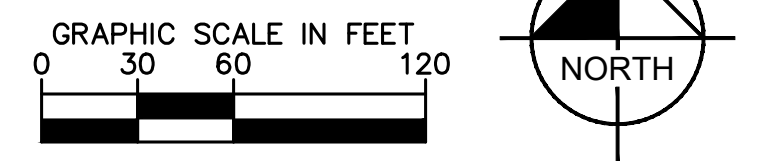
TRANSFORMER NOTE

TRANSFORMERS SERVED FROM HUFFINES SHALL BE OVERHEAD ELECTRIC. TRANSFORMERS SERVED FROM CAROTHERS SHALL BE UNDERGROUND.

FIRE FLOW TEST

FLOW TEST DATE: 06/28/2019 3:30 PM
STATIC PRESSURE: 138 psi
RESIDUAL PRESSURE: 124 psi
FLOW: 1,113 GPM
-TESTED BY HUNTER PATTON AND BEN BUTLER, HEATCOAT & DAVIS, INC.

CAUTION!
EXISTING OVERHEAD
AND UNDERGROUND
UTILITIES





File #: 20-0451

DATE: November 25, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of Ordinance 2020-32, An Ordinance To Amend The City Of Franklin Sewer Use, Title 18, Chapter 2 Of The Municipal Code.
WS 12/8/20

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2020-32, an ordinance to amend Title 18, Chapter 2, of the Franklin Municipal Code.

BACKGROUND/STAFF COMMENTS:

The Tennessee Department of Environment and Conservation (TDEC) has outlined several updates required to be included in the Municipal Code to incorporate changes made to the Code of Federal Regulations, 40 CFR Part 403. Those changes were adopted by TDEC in May 2007. Coordination between TDEC and Tennessee municipalities has occurred since then through several review processes and adoption by the local governments.

For Franklin, Title 18, Chapter 2 of the Municipal Code outlines requirements for sewer use and pretreatment standards of wastewater within the City. This chapter was the main focus of the updating to include best management practice implementation and reporting, additional compliance reporting by industrial users, and sampling requirements, to provide the Control Authority (Franklin) better practices for management of industrial users.

FINANCIAL IMPACT:

No direct financial impact to the City of Franklin is anticipated.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2020-32.

ORDINANCE 2020-32

AN ORDINANCE TO AMEND TITLE 18, CHAPTER 2, INCORPORATING LANGUAGE REQUIRED BY TDEC FOR LOCAL LIMITS AT THE WATER RECLAMATION FACILITY TO REVISE TO INCORPORATE FATS, OILS & GREASE PROGRAM

WHEREAS, the Tennessee Department of Environment and Conservation (TDEC) has required the City of Franklin to incorporate provisions required by Pretreatment Requirements in TCA CHAPTER 0400-40-14; and

WHEREAS, it is a priority for the City of Franklin to operate the sanitary sewer collection system and treatment facility to protect the environment and human health; and

WHEREAS, revisions to this ordinance will improve the City's ability to maintain regulatory compliance; and

WHEREAS, the Board of Mayor and Aldermen believe it to be in the best interest of the City to revise Chapter 2 of Title 18.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that Title 18, Chapter 2 of the City of Franklin Municipal Code is hereby amended by deleting existing Chapter 2 and replacing it with the following:

CHAPTER 2. - WASTEWATER

Sec. 18-201. - Use of system regulated.

Sec. 18-202. - Purposes, objectives and application.

Sec. 18-203. - Definitions and abbreviations.

Sec. 18-204. - Use of public sewers and septic systems where public sewers are provided.

Sec. 18-205. - Private sewage disposal.

Sec. 18-206. - Building sewer or service line connections.

Sec. 18-207. - Sewer line access fee.

Sec. 18-208. - Main extensions or facilities funded in whole or in part by developers.

Sec. 18-209. - Construction of sewer lines.

Sec. 18-210. - Sewer service charges.

Sec. 18-211. - Use of public sewers.

Sec. 18-212. - Enforcement.

Sec. 18-213. - Protection from damage.

Sec. 18-214. - Powers and authority of inspectors.

Sec. 18-215. - Duties and authorities.

Sec. 18-216. - Validity.

Sec. 18-217. - Provisions applicable.

Sec. 18-218. - Penalty.

Sec. 18-219. - Date of effect.

Sec. 18-201. - Use of system regulated.

All persons using, desiring, or required to use the public sanitary sewerage system of the City of Franklin, Tennessee shall comply with the provisions of this chapter and all other provisions in this Code relating to the public sanitary sewerage system of the City.

Sec. 18-202. - Purposes, objectives and application.

The provisions contained in this chapter of the Franklin Municipal Code set forth uniform requirements which regulate the use of public and private sewers and drains, private sewage disposal, the installation and connections of building sewers, and the discharge of water and waste into the public sewer system. These provisions are designed to enable the City of Franklin to comply with all applicable state and federal laws required by the Clean Water Act of 1977 and the General Pre-Treatment Regulations (40 CFR, Part 403).

The following are the objectives of the provisions contained in this chapter of the Franklin Municipal Code:

- (1) To prevent the introduction of pollutants into the municipal wastewater system which will interfere with the operation of the system or contaminate the resulting sludge;
- (2) To prevent the introduction of pollutants into the municipal wastewater system which will pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system;
- (3) To improve the opportunity to recycle and reclaim wastewaters and sludges from the system; and
- (4) To provide for equitable distribution of the cost of the municipal wastewater system.

The sections contained in this chapter of the Franklin Municipal Code provide for the regulation of direct and indirect contributors to the municipal wastewater system through the issuance of permits to certain nondomestic users and through enforcement of general requirements for the other users, authorize monitoring and enforcement activities, require user recording, assure that existing customer capacity will not be preempted, and provide for the setting of fees for the equitable distribution of costs resulting from the program established herein.

This chapter shall apply to the City of Franklin and to persons outside the City boundaries who are, by contract or agreement with the City of Franklin, and users of the Franklin publicly owned treatment works (POTW).

Sec. 18-203. - Definitions and abbreviations.

For the purposes of the sections contained in this chapter of the Franklin Municipal Code, the following phrases, words and abbreviations shall have the meaning assigned below unless the context specifically indicates otherwise:

- (1) *Act or The Act.* The federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251, et seq.
- (2) *Approval authority.* The State Director of Water Resources or the Division's successor.
- (3) *Authorized representative of industrial user.*
 - (a) If the User is a corporation:

(1) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation; or

(2) The manager of one or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiate and direct other comprehensive measures to assure long-term environmental compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for individual wastewater discharge permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.

(b) If the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.

(c) If the User is a Federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.

(d) The individuals described in paragraphs 1 through 3, above, may designate a Duly Authorized Representative if the authorization is in writing, the authorization specifies the individual or position responsible for the overall operation of the facility from which the discharge originates or having overall responsibility for environmental matters for the company and the written authorization is submitted to City.

(4) *Board*. The Board of Mayor and Aldermen consisting of the elected Mayor and Aldermen of the City of Franklin, State of Tennessee.

(5) *Best Management Practices (BMPs)*. Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement the prohibitions listed in Section 18-211 (4 and 5) [Tennessee Rule 0400-40-14-.05(1) and (2)]. BMPs include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.

(6) *BOD₅ (denoting Biochemical Oxygen Demand)*. The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 deg C, expressed in milligrams per liter (mg/l).

(7) *Building drain*. That part of the lowest horizontal piping of a drainage system which receives the discharge from soil, waste and other drainage pipes inside the walls of the building and conveys it to the building sewer, beginning five feet outside of the inner surface of the building wall.

(8) *Building sewer*. The extension from the building drain to the point of connection with the public sewer or other place of disposal. The building "sewer" includes the service line.

(9) *CFR*. Code of Federal Regulations.

(10) *COD*. Chemical Oxygen Demand.

- (11) *Categorical Pretreatment Standard or Categorical Standard.* Any regulation containing pollutant discharge limits promulgated by EPA in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.
- (12) *City.* The City of Franklin, Tennessee.
- (13) *Committee.* The Board of Mayor and Alderman or the appropriate committee as appointed by the Board.
- (14) *Compatible pollutant.* BOD₅, suspended solids, ammonia nitrogen, *E. coli*, COD, pH, oil and grease, and such other pollutants as may be found in normal domestic sewage which the POTW is designed to treat and in fact does remove such pollutants to a substantial degree.
- (15) *Control authority.* The Director of Water Management, City of Franklin.
- (16) *Cooling water.* The water discharged from any use to which the only pollutant added is heat.
- (17) *Daily Discharge.* The arithmetic average of all effluent samples for a pollutant (except pH) collected during a calendar day.
- (18) *Daily Maximum Limit.* The maximum allowable discharge limit of a pollutant during a calendar day. Where Daily Maximum Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Maximum Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the pollutant concentration derived from all measurements taken that day.
- (19) *Direct discharge.* The discharge of treated or untreated wastewater directly to any surface watercourse or underground aquifer.
- (20) *Director.* This term shall refer to the Director of Water Management for Franklin, Tennessee or his authorized agent or representative.
- (21) *Domestic sewage.* Wastewater or sewage having the same general characteristics as that originating in places used exclusively as single-family residences. Strength of the compatible pollutants in domestic sewage is assumed to be equal to or less than the following: BOD₅ - 300 mg/l; pH - 6.0-9.0; oil and grease - 100 mg/l.
- (22) *Environmental Protection Agency or EPA.* The U.S. Environmental Protection Agency or, where appropriate, the term may also be used as a designation for the administrator or the duly authorized official of said agency.
- (23) *Fats, Oils, and Grease Management Policy.* The Policy, which is adopted by the Board and made a part of this chapter as if fully set forth herein. The purpose of the policy is to manage and regulate the Fats, Oils & Grease program.
- (24) *Garbage.* Biodegradable solid wastes from the preparation, cooking and dispensing of food, and from handling, storage and sale of produce.
- (25) *Grab sample.* A sample that is taken from a wastestream without regard to the flow in the wastestream and over a period of time not to exceed fifteen (15) minutes.

(26) *Holding tank waste.* Any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum tank trucks.

(27) *Impact fee.* Refers to a fee to be paid by any entity making a connection to the public wastewater system of the city, which fee is made for enabling the city to repair and replace its facilities as necessary or to provide for additions, replacements, improvements and expansions to the Franklin Wastewater System, such improvements being required periodically because of growth. The impact fee is a summation of the previous system development and access fees, as authorized by Private Act Chapter No. 117.

(28) *Incompatible pollutant.* All pollutants other than compatible pollutants as defined above.

(29) *Indirect discharge.* The discharge to the sanitary sewers of nondomestic wastes from any source regulated under 307 (b) or (c) of the Act (33 U.S.C. 1317).

(30) *Industrial user.* A source of indirect discharge which does not constitute a discharge of pollutants under regulations issued pursuant to Section 402 of the Act (33 U.S.C. 1342). This term shall also include all discharges of wastes having characteristics other than those of domestic sewage as defined above.

(31) *Industrial wastes.* The liquid waste from industrial or other technical processes.

(32) *Installation fee.* A charge to be paid to the City of Franklin for the purpose of reimbursing the City for its expenses, including labor and materials, for installing a service line from the sewer main to the property line of a potential customer and any related apparatus or equipment.

(33) *Interference.* A discharge that, alone or in conjunction with a discharge or discharges from other sources, inhibits or disrupts the POTW, its treatment processes or operations or its sludge processes, use or disposal; or exceeds the design capacity of the treatment works or the collection system.

(34) *Natural outlet.* Any outlet into a water course, pond, ditch, lake or other body of surface or ground water.

(35) *New Source.*

(a) Any building, structure, facility, or installation from which there is (or may be) a discharge of pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under section 307(c) of the Act that will be applicable to such source if such Standards are thereafter promulgated in accordance with that section, provided that:

(1) The building, structure, facility, or installation is constructed at a site at which no other source is located; or

(2) The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of pollutants at an Existing Source; or

(3) The production or wastewater generating processes of the building, structure, facility, or installation are substantially independent of an Existing Source at the same site. In determining whether these are substantially independent, factors such as the extent to which the new facility is integrated with the existing plant, and the extent to which the new facility is engaged in the same general type of activity as the Existing Source, should be considered.

(b) Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Section (1)(b) or (c) above but otherwise alters, replaces, or adds to existing process or production equipment.

(c) Construction of a New Source as defined under this paragraph has commenced if the owner or operator has:

(1) Begun, or caused to begin, as part of a continuous onsite construction program

(i) any placement, assembly, or installation of facilities or equipment; or

(ii) significant site preparation work including clearing, excavation, or removal of existing buildings, structures, or facilities which is necessary for the placement, assembly, or installation of new source facilities or equipment; or

(2) Entered into a binding contractual obligation for the purchase of facilities or equipment which are intended to be used in its operation within a reasonable time. Options to purchase or contracts which can be terminated or modified without substantial loss, and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this paragraph.

(36) *NPDES*. National Pollution Discharge Elimination System

(37) *pH*. A measure of the acidity or alkalinity of a solution expressed in standard units.

(38) *Pass through*. A discharge which exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the City's NPDES permit, including an increase in the magnitude or duration of a violation.

(39) *Person*. Any individual, firm, company, association, society, corporation, group or their legal representative, agents or assigns. The masculine gender shall include the feminine, the singular shall include the plural, where indicated by the context.

(40) *Pollution*. The manmade or man-induced alteration of the chemical, physical, biological or radiological integrity of water.

(41) *Premises*. A parcel of real estate or portion thereof including any improvements thereon which is determined by the Director to be a single user for purposes of receiving, using and paying for services.

(42) *Pretreatment*. The reduction of the amount of pollutants, the elimination of pollutants or the alteration of the pollutant properties in wastewater to a less harmful state prior to or in lieu of discharging or otherwise introducing such pollutants into a POTW. The alteration or reduction may be obtained by physical, chemical or biological processes, process changes, or by other means except as prohibited by 40 CFR 403.6(d). Pretreatment requirements include any substantive or procedural requirement related to pretreatment imposed on an industrial user.

(43) *Pretreatment Standards (Standards)*. Pretreatment Standards shall mean prohibited discharge standards,

categorical Pretreatment Standards, and Local Limits as provided by the Municipal Code and the Pretreatment Program Enforcement Response Plan, which is adopted by reference and made a part of this chapter as if fully set forth herein. The Director shall have the authority to administer the Pretreatment Program Enforcement Response and the City Administrator shall have the authority to amend its terms as needed.

(44) *Public sewer.* A sewer controlled by public authority to which owners of the abutting properties may have access. In general, the public sewer shall include the main sewer in the street and the service branch to the curb or property line, or a main sewer upon private property and any sewers which are connected with the sewage system of the City.

(45) *Publicly Owned Treatment Works or POTW.* A treatment works as defined by Section 212 of the Act (33 U.S.C. 1292) which is owned by the City. This definition includes any sewers that convey wastewater to such treatment works but does not include pipes, sewers or other conveyances not connected to a facility providing treatment.

(46) *Sanitary sewer.* A sewer which carries sewage and to which storm, surface and ground water are not intentionally admitted.

(47) *Service area.* That geographic area for which the City provides public sanitary sewer services.

(48) *Service line.* The pipeline extending from any sewer main of the City of Franklin to the facility which generates wastewater.

(49) *Sewage or wastewater.* A combination of the water carried wastes from residences, business buildings, institutions and industrial establishments together with such ground, surface and storm water as may be present in a sanitary sewer.

(50) *Sewage treatment plant or plant.* Any arrangement of devices and of structures used in treating sewage.

(51) *Sewer.* A pipe or conduit for carrying sewage.

(52) *Significant industrial user.* Any industrial user of the City's wastewater disposal system who:

- (a) Has a discharge flow of 25,000 gallons or more per average work day, or
- (b) Has a flow greater than five percent of the flow in the City's wastewater treatment system, or which has a flow that contributes five percent of the organic capacity of the wastewater plant, or
- (c) Is subject to categorical pretreatment standards under 40 CFR 403.6 and 40 CFR Chapter I, subchapter N, or
- (d) Is designated as such by the City, the Tennessee Department of Environment and Conservation, or the U.S. Environmental Protection Agency (EPA) on the basis that it has a reasonable potential for adversely affecting the POTW's operation, either singly or in combination with other industries, on the wastewater treatment system, the quality of sludge, the system's effluent quality, or air emissions generated by the system, or for violating any Standards.

(53) *Shall.* As used in this chapter of the Franklin Municipal Code, the word "shall" is mandatory and the word "may" is permissive.

(54) *Single Family Unit (SFU)*. This is the standard unit of measure as established by the City of Franklin for the purpose of determining the connection charge to be paid by each customer connecting to the public sewer system. For the purposes of this chapter, single family unit refers to a user generating 350 gallons per day of wastewater with a strength of 200 mg. per liter BOD₅.

(55) *Slug Load or Slug Discharge* Any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Section 18-211(4 and 5) of this ordinance. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions.

(56) *Standard Industrial Classification or SIC*. A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the President, Office of Management and Budget, 1972.

(57) *Suspended solids*. Solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by filtering.

(58) *Toxic pollutant*. Any pollutant or combination of pollutants listed as toxic in regulations promulgated by the administrator of the EPA under the provisions of 33 U.S.C. 1317.

(59) *Twenty-four-hour flow proportional composite sample*. A sample consisting of several sample portions collected during a 24-hour period in which the portions of a sample are proportioned to the flow and combined to form a representative sample.

(60) *U.S.C.* United States Code.

(61) *User*. Any person, firm, corporation or government entity that discharges, causes, or permits the discharge of wastewater into a public sewer.

(62) *Waste*. Any sewage and all other waste substances, liquid, solid, gaseous or radioactive, associated with human habitation, or of human or animal origin, or from any producing, manufacturing or processing operation of whatever nature, including such waste placed within containers of whatever nature prior to or for the purposes of disposal.

(63) *Wastewater constituents or characteristics*. The individual chemical, physical, bacteriological, and radiological parameters, including a volume and flow rate, and such other parameters as may serve to define, classify, or measure the content, quality, quantity and strength of wastewater.

Sec. 18-204. - Use of public sewers and septic systems where public sewers are provided.

(1) It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner upon public or private property within the City of Franklin, or in any area under the jurisdiction of the City, any human or animal excrement, garbage, or other objectionable waste.

(2) It shall be unlawful to discharge to any natural outlet within the City of Franklin, or in any area under the jurisdiction of the City, any sanitary sewer, industrial wastes, or other polluted waters, except where suitable treatment has been provided in accordance with subsequent revisions of this chapter.

(3) Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool, or other facility intended or used for the disposal of sewage.

(4) Use of public sewers required. Except as provided, the owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the City and abutting on any street, alley, right-of-way or easement in which there is now located or may in the future be located a public sanitary sewer shall connect to the public sanitary sewer system. The connection to the public sanitary sewer system shall be required at the property owner's expense including all applicable connection and tap fees provided said public sewer is within two hundred (200) feet of the property line or easement on which the principal structure is located.

(5) Exceptions:

(a) Immediately, but no instance more than ten (10) days if the owner's private sewage disposal system no longer complies with the Williamson County Board of Health regulations or with Tennessee Code Annotated, §§ 68-221-401 et seq.; or

(b) Immediately, but no instance more than ten (10) days, in the opinion of the City Administrator, conditions on the property pose an unacceptable risk to the public health, safety and welfare.

(6) Use of septic system where public sewers are provided. If public sewer is available to properties having functioning septic systems (i.e., sewer lines are adjacent to or within two hundred (200) feet of the property line or easement on which the principal structure is located) property owners may elect not to connect to the public sanitary sewer system provided all the following requirements and conditions are met:

(a) A sanitary sewer service charge, based upon water usage, shall be assessed from the date the public sanitary sewer is available. Payment is due monthly. At such time it is determined to connect to the public sanitary sewer system, payment of the sanitary sewer service charge shall not relieve the property owner from the requirements of payment of all connection and tap fees as applicable prior to obtaining the permit and authorization to commence work.

(b) On-site septic system inspection. To determine whether existing septic systems in the City are functioning properly or should be required to connect to the public sewer, property owners with active systems shall have their septic systems inspected by the City of Franklin or by a company that is certified by the City to perform these inspections at such time the public sewer is available and a minimum of every three years, thereafter. Upon receipt of the inspection notice from the City, property owners shall allow City staff or a certified contractor to perform an inspection of the septic system. The cost for said inspection shall be the responsibility of the property owner in the amount as specified in Appendix A, Comprehensive Fees and Penalties.

(c) Upon inspection, if it is determined a septic system is functioning and in compliance with applicable Williamson County Board of Health regulations or with Tennessee Code Annotated, §§ 68-221-401 et seq., the property may remain on septic for an additional three years. At such time a septic system is determined to be nonfunctioning, the property owner shall be required to hook up to public sanitary sewer within ten days.

Sec. 18-205. - Private sewage disposal.

(1) Where a public sanitary sewer is not available under the provisions of subsection 18-204(4), the building

sewer shall be connected to a private sewage disposal system complying with the provisions of this section.

(2) The type, capacities, location and layout of a private sewage disposal system shall comply with all regulations of the Department of Environment and Conservation of the State of Tennessee. No septic tank or cesspool shall be permitted to discharge to any public sewer or natural outlet.

(3) A permit for a private sewage disposal system shall be obtained from the Williamson County Environmental Department. The application for such permit shall be made on a form furnished by the County Environmental Department. The permit for said private sewage disposal shall not become effective until the installation of the system is completed to the satisfaction of the county health inspector.

(4) At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in section 18-204, a direct connection shall be made to the public sewer in compliance with this chapter, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be properly abandoned and treated in such a manner as to cease to be health hazard or filled with suitable material.

(5) The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the City.

(6) No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the state and/or county health authorities.

Sec. 18-206. - Building sewer or service line connections.

(1) No person not authorized by the Director shall uncover, make any connections with or opening into, use, alter, or disturb any public sewer or appurtenance, thereof, without first obtaining a written permit from the Director. All connections to the system must be made under the supervision of the Director or designee.

(2) Permits.

(a) All applications for permits for connections to the public sanitary sewer shall be made on blank forms approved and furnished by the City Recorder, for each building or connection desired.

(b) There shall be two classes of building sewer or service line permits:

(i) For residential and commercial service, and

(ii) For service to establishments producing industrial wastes. In either case, the owner or his agent shall make application on a special form furnished by the City. The permit application shall be supplemented by any plans, specifications, or other information considered pertinent in the judgment of the Director.

(c) If in the opinion of the Director or his designee, after appropriate inspection, any work inspected under the terms of this chapter fails to comply with the law, and notice is given to the permittee or his agent, and any reinspection of the same work is required, then a fee as specified in Appendix A, Comprehensive Fees and Penalties, per reinspection may be assessed against and collected from the permittee or his agent. No portion of the permitted work shall continue without first paying the reinspection fee.

(3) Assessment and collection of tap fees. The connection charge for all customers is assessed and shall be paid prior to the issuance of a building permit. The installation charge is assessed and shall be paid whenever the City provides labor, equipment or materials to install the portion of the service line between the sewer main and the customer's part of the service line.

- (a) The installation charge is assessed and shall be paid whenever the City provides labor, equipment or materials to install the portion of the service line between the sewer main and the customer's part of the service line. The installation charge consists of the cost of labor, materials and equipment involved in installing the service line and required appurtenances and will be paid in accordance with the following schedule as specified in Appendix A, Comprehensive Fees and Penalties.
 - (b) In the event the City does any installation work not covered in the table of installation charges, the cost of such work shall be charged to the customer according to a schedule of rates established by the Water Management Department. The installation charge shall be paid within ten days after the service line or lines have been laid and before water service is received by the customer.
 - (c) Connections to the public collection system shall be made in accordance with the established standards of the City. The City shall be responsible for installing that portion of the service line from the sewer main to the customer's property line unless there is approval by the City for the customer or its agent to install that portion of the service line. When a service line is completed and accepted by the City as part of the public sewer system, the City shall be responsible for the maintenance and upkeep of such service line from the main to the customer's property line and that portion of the line shall belong to the City. The remaining portion of the service line beyond the customer's property line and extending into the customer's property shall belong to and be the maintenance responsibility of the customer. Maintenance shall include repairs or corrections to correct infiltration or inflow of rainwater or groundwater.
 - (d) A separate and independent building sewer or service line shall be provided for every building. Except where one building stands at the rear of another on an interior lot and a service line cannot be constructed to the rear building through an adjoining alley, courtyard, or driveway, the building sewer service line from the building may be extended to the rear building and the whole is considered as one building sewer service line.
 - (e) In case application is made to connect multiple units (such as would be contained in a shopping center, trailer park, apartment complex, condominium, duplex, triplex, etc.) to the collection system system, no privilege shall be granted unless a connection fee as above set out is paid for each individual unit to be served within said development.
- (4) Schedule of rates. Wastewater impact fees as specified in Appendix A, Comprehensive Fees and Penalties, will be assessed for any connection inside or outside the corporate limits and shall be based upon single-family unit equivalent (SFUE) of 350 gallons/day discharge.
- (5) This fee shall be paid in total to the City of Franklin after development plan approval and before any sewer infrastructure construction commences within a development.

Sec. 18-207. - Sewer line access fee.

- (1) In order to provide additional funds for additions, replacements and improvements to the Franklin Wastewater System the City hereby establishes a wastewater impact fee, hereinafter referred to as the "impact fee." The impact fee shall be assessed to any person or entity connecting to the sanitary sewer lines or facilities of the City for furnishing sanitary sewer service to a new or expanded demand of residential or nonresidential sites.

- (2) For the purposes of this section, the point of connection to the system shall be that point at which any new line or service tap is connected to an existing line in the Franklin Wastewater System. Such point may be remote from the site of the development or customer requiring service.
- (3) The impact fee shall be based on the anticipated wastewater discharge for the development. Such anticipated discharge shall be determined by the Director, and shall be based on the following:
 - (a) Information furnished to the Director by the person or entity desiring to connect to the sewer lines or facilities;
 - (b) Information contained in recognized state or national publications;
 - (c) Records or similar installations; or
 - (d) Information supplied from other reliable sources approved by the Director.
- (4) The unit of measure shall be the single-family unit equivalent (SFUE) which shall be equivalent to a daily wastewater discharge of 350 gallons.
- (5) The impact fee shall be no less than as specified in Appendix A, Comprehensive Fees and Penalties, per SFUE; however, an impact fee greater than the SFUE as specified in Appendix A, Comprehensive Fees and Penalties, for access to any specific section of a sewer main may be established by resolution of the Board of Mayor and Aldermen upon recommendation of the appropriate committee.

Sec. 18-208. - Main extensions or facilities funded in whole or in part by developers.

- (1) In the event that a person has been required to pay all or a part of the cost of constructing sewer lines and facilities (hereinafter "improvements"), which improvements become part of the City's collection system and are available for use and benefit of the customers of the City's collection system, that person may be eligible to be reimbursed a portion of its costs of construction of the said improvements.
- (2) Reimbursement shall be allowed only by the Board of Mayor and Aldermen after review by the appropriate committee and shall be paid from generated revenue. Cost reimbursement will not be allowed for improvements constructed, on or off-site, for the sole benefit of the development. Costs eligible for reimbursement include labor, equipment, supplies, materials, engineering design, supervision, inspection, legal, and acquisition costs for easements and right-of-way. Fiscal costs, including interest, finance charges, and other similar costs are ineligible for reimbursement.
- (3) The person requesting reimbursement must enter into a written agreement with the City prior to commencement of construction of any improvements for which reimbursement is sought. This agreement shall set out:
 - (a) A description of the improvements;
 - (b) The estimated total eligible costs, as above defined;
 - (c) The portion of the cost of such improvements for which reimbursement will be allowed. The latter determination shall be based generally upon the difference in sizing or capacity of the line or facility needed for the development and the size or capacity needed for the system as a whole, the cost of "up-sizing." However, the Board may, in its reasonable discretion, consider such other factors as are necessary for an equitable sharing of costs of any system improvements so constructed.
- (4) Further, prior to dedication and acceptance of the improvements by the City, the person requesting

reimbursement must present to the Board a detailed statement of the actual eligible costs and the Board in its discretion may amend the agreement, and the reimbursement amount, to reflect the actual project costs.

Sec. 18-209. - Construction of sewer lines.

- (1) All persons who undertake the construction of sewer lines located in or affecting sewer service provided by the City of Franklin shall comply with the requirements and regulations set forth in the "General Requirements and Technical Specifications, Water Management Department, City of Franklin, Tennessee and approved May 17, 2013, along with any amendments, additions, or alterations that may hereafter be adopted by the Board by resolution or ordinance, or the latest edition thereof or amendment thereto, copies of which may be purchased in the office of the City Recorder.
- (2) Upon completion of the construction of any such sewer line and upon approval acceptance by the City, such sewer lines and mains shall become the property of the City. The persons paying the cost of constructing such lines and the mains shall execute all written instruments required by the City necessary to provide evidence of the City's ownership of such lines and mains. In consideration of such lines and mains being transferred to the City, the City shall incorporate said mains as an integral part of the City's sewer system and shall furnish sewer service therefrom in accordance with this chapter.
- (3) When for cause shown, the Board determines that it is to the best interest of the collection system and the general public to extend sewer service without requiring strict compliance with this section, such extension may be constructed upon such terms and conditions as shall be approved by the Board.
- (4) The authority to extend service is permissive only and nothing contained herein shall be construed as requiring the City to provide sewer service to any person or persons.

Sec. 18-210. - Sewer service charges.

- (1) All sewer bills may be rendered weekly, semi-monthly, or monthly, at the option of the city.
- (2) The bills will consist of charges for the user service fee, consisting of the availability charge, the customer service charge and the consumption service charge, as well as other services obtained by the customer from the City in accord with the agreement between the customer and the City.
- (3) The sewer service bill is based on gallons of water delivered by the water provider through the potable water meter. An availability charge applies if sewer is available, even if the customer has not connected to the sewer or there is no consumption for the period.
- (4) Sewer bills must be paid on or before the due date shown thereon to obtain the net or discount rate, otherwise the gross rate shall apply which includes a penalty of ten percent of the net amount billed for sewer. Failure to receive a bill will not release a customer from payment obligation, nor extend the due date.
- (5) In the event a bill is not paid on or before 15 days after the discount or due date, the customer's water service may be discontinued without further notice. The City shall not be liable for any damages resulting from discontinued service under the provisions of this section, even though payment of the bill is made at any time on the day that service is discontinued.
- (6) Should the final date of payment of bill at the net rate fall on a weekend or a holiday, the business day next following the final date will be the last day to obtain the net rate.

Page 18 of 20

- (7) If a water meter fails to register properly, or if a meter is removed to be tested or repaired, or if water is received other than through a meter, the City reserves the right to render an estimated bill based on the best information available. Any unauthorized removal or tampering with the meter will result in a fine as specified in Appendix A, Comprehensive Fees and Penalties, per occurrence.
- (8) Any unauthorized removal or tampering with the water meter shall result in a remedial fine as specified in Appendix A, Comprehensive Fees and Penalties.
- (9) The wastewater (sewer) service charge shall not apply to separately metered water and reclaimed water delivery points that are owned, maintained and read by the water provider where there is no potential for the wastewater stream of entering the wastewater stream (e.g. separately metered irrigation and cooling tower applications).
- (10) Bills will be issued to the party or parties who obtain service under the provisions of section 18-103 of this Code ("obtaining service"). Residential customers will have consolidated bills presented for other services including, but not limited to, wastewater, solid waste, and stormwater in accordance with the provisions of this Code.
- (11) Residential is for a residential property owner whose property meets all the following criteria and will have water service provided and billed under residential rate provisions using residential rates:
- (a) The property is used as a detached single-family residential living unit by an owner or tenant and is intended to be used as a residential dwelling; and
 - (b) The property is classified by the Williamson County Assessor as a residential or homebelt property; and
 - (c) Is served by a single water meter serving a single residential living unit; and
 - (d) The development consists primarily of similar units and not mixed-use or attached dwellings which are classified as "multi-residential".
 - (e) The occupant (owner or tenant) has a unique utility service contract with the City or water district. An addendum to the water supply contract authorizes the City to provide and be paid for City provided services if served water from MVUD, Milcrofton, HB&TS or Brentwood (specific addendums are in their contracts for City services).
- (12) Multi-residential customers are those that live in residential living units containing the following characteristics. Service is priced at residential rates using "multiple minimums". Multiple minimums apply when more than one living unit is served from one water meter. This allows for water service to be priced as if each living unit were measured and billed separately. The effect is that total consumption is divided by total units to determine the pricing per unit and billed to the party contracting for service. Living units with one meter/unit will result in being priced as if they are residential.
- (a) The property is used as an attached or detached multi-family residential living unit by an owner or tenant and is intended to be used as residential dwellings; and
 - (b) The property is classified by the Williamson County Assessor as a residential (condominiums, townhomes, duplexes, triplexes) or commercial property (apartments, duplexes, triplexes) or governmental property (Franklin Housing Authority); and

- (c) The development consists primarily of similar mixed-use or attached dwellings which are not classified as "residential" above.
 - (d) The occupant (owner or tenant) typically does not have a utility service contract with the City or water district and the contract for service is typically with a commercial enterprise, an agent of the owner/tenant (e.g., a homeowner's association or property management firm) or a government entity (Franklin Housing Authority). An addendum to the water supply contract authorizes the city to provide and be paid for city provided services if served water from MVUD, Milcrofton, HB&TS or Brentwood (specific addendums are in their contracts for city services).
- (13) Nonresidential is a customer who does not meet the requirements as a residential or multi-residential customer but may have living units on the property. Included are farms, healthcare facilities, hospitals, assisted living facilities, hotels (including extended stay facilities) and common properties for residential and multi-residential developments. All "irrigation water" shall be classified as nonresidential even if delivered to a residential customer. Water pricing will be under nonresidential (commercial) rate provisions.

Sec. 18-211. - Use of public sewers.

(1) No stormwater, groundwater, rainwater, street drainage, rooftop drainage, basement drainage, subsurface drainage, foundation drainage, yard drainage, swimming pool drainage, process water drainage, cooling water, or other unpolluted or minimally polluted water shall be discharged into the City's sewer system unless no other reasonable alternative is available, except with permission from the Director. Reasonable conditions shall be prescribed, and a sewer service charge will be issued based upon the quantity of water discharged as measured by a flowmeter or a reasonable estimate accepted by the Director. All users shall be required to maintain their private sewer lines to prevent filtration of groundwater or stormwater as a condition of use of the system and shall immediately replace or repair any leaking or damaged lines.

(2) The POTW will accept discharge of contaminated stormwater if the following criteria are met:

- (a) All known and available technology will not prevent contamination or treat contaminated water to meet State standards for discharge to receiving waters or will cause unreasonable financial burden;
- (b) The contaminated stormwater meets the POTW's discharge limits and all state and federal pretreatment requirements; and
- (c) The volume of discharge will not exceed the hydraulic loading in the collection system or the treatment plant.

(3) Adequate and proper pretreatment facilities, including grease traps, must be provided for other than domestic wastewater discharges when such wastewater exceeds the limits of pollutants established in this chapter of the Franklin Municipal Code. The pretreatment facilities must be installed in accordance with plans approved by the Director and shall be properly operated by the user.

Such pretreatment facilities shall be provided as a condition on the permit for connection to the POTW and may be required on new or existing connections where conditions warrant as determined by the Director.

The facilities shall always be subject to inspection by the Director or his authorized representative. In the event facilities are determined to be inadequate or improperly operated, the user shall be given written notice of the deficiency and shall correct such deficiency.

(a) All food service establishments, including but not limited to cafes, restaurants, hotels, retirement centers, nursing homes, hospitals, grocery stores, markets, prisons, mobile food units, or other food preparation establishments, are required to comply with the City of Franklin Fats, Oils and Grease (FOG) Management Policy. The grease interceptor must be designed in accordance with the City of Franklin standards, shall be easily accessible for cleaning, have all proper components, and be approved by the City of Franklin. Failure to meet the requirements of the FOG Management Policy will result in enforcement action, which may include fines, penalties and compliance schedule requirements.

(4) Prohibited Discharge Standards.

(a) General Prohibitions. No User shall introduce or cause to be introduced into the POTW any pollutant or wastewater which causes Pass Through or Interference. These general prohibitions apply to all Users of the POTW whether or not they are subject to categorical Pretreatment Standards or any other National, State, or local Pretreatment Standards or Requirements.

(b) Specific Prohibitions. No User shall introduce or cause to be introduced into the POTW the following pollutants, substances, or wastewater:

(1) Any wastewater having a temperature which will inhibit biological activity in the POTW treatment plant resulting in interference, but in no case wastewater with a temperature at the introduction into the POTW treatment plant which exceeds 104 degrees Fahrenheit (40° C)

(2) Unless a higher discharge temperature is specified in the user's wastewater discharge permit, no user shall discharge into a sewer line or other appurtenances of the POTW wastewater with a temperature exceeding 150 degrees Fahrenheit, or cause a violation of the specific prohibition in (b) of this Section;

(3) Pollutants which create a fire or explosion hazard in the POTW including, but not limited to, pollutants with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60 degrees centigrade) as determined by a Pensky-Martens closed-cup tester, using the test method specified in the American Society for Testing and Materials (ASTM) D-93-79 or D-93-80k, or a Setaflash closed-cup tester, using the test method specified in ASTM D-3278-78, or pollutants which cause an exceedance of ten percent of the lower explosive limit (LEL) at any point within the POTW;

(4) No waste from garbage disposals shall be discharged into the POTW's sewers except from private garbage disposals used in an individual residence or upon permit issued by the Director for preparation of food consumed on premises, and then only when applicable fees are paid. It shall be unlawful for any person to use a garbage disposal grinder connected to the sewer system for the purpose of grinding and discharging plastic, paper products, inert materials, or anything other than the waste products from normal food preparation and consumption;

(5) Solid or viscous substances, including but not limited to fats, oils and grease, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, manure, wipes, hair, or any substance capable of causing obstruction to the flow in sewers, capable of coating the sewers or other appurtenances, or causing other interferences with the proper operation of the POTW;

(6) Any water or waste having a pH lower than 6.0 or higher than 9.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the POTW;

- (7) Any water and waste containing a toxic or poisonous substance in amounts exceeding standards established by the Environmental Protection Agency pursuant to section 307(a) (b) or (c) of the act;
- (8) Any radioactive wastes or isotopes of such half-life or concentration that they do not comply with regulations or orders issued by the appropriate authority having control over their use or which may be hazardous to plant facilities or personnel;
- (9) Pollutants which result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health and safety problems;
- (10) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin, in amounts that will cause Interference or Pass Through;
- (11) Any trucked or hauled pollutants, except at discharge points specified by the POTW;
- (12) Pollutants, including oxygen-demanding pollutants (cBOD₅, etc.), released in a discharge at a flow rate and/or pollutant concentration which, either singly or by interaction with other pollutants, will cause interference with the collection system, pump stations, and the POTW;
- (13) Wastewater causing, alone or in conjunction with other sources, the treatment plant's effluent to fail toxicity tests;
- (14) Wastewater which imparts color which cannot be removed by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions, which consequently imparts color to the treatment plant's effluent, thereby violating the City's NPDES permit;
- (15) Detergents, surface-active agents, or other substances which that might cause excessive foaming in the POTW;
- (16) Sludges, screenings, or other residues from the pretreatment of industrial wastes;
- (17) Any nondomestic user waste known or suspected of being infectious, without first undergoing pretreatment.

Pollutants, substances, or wastewater prohibited by this Section shall not be processed or stored in such a manner that they could be discharged to the POTW.

(5) *Regulated wastewater.*

(a) Wastes having any of the following characteristics may be accepted only under such conditions and/or limitations as may be approved on a case-by-case basis by the Director.

(1) Any waters or wastes containing constituents in excess of the following concentrations:

cBOD ₅	300 mg/l
COD	600 mg/l
TKN	60 mg/l
NH ₃ -N	30 mg/l

TSS	300 mg/l
Oil and Grease	100 mg/l
Total Phosphorus	30 mg/l

(2) Intermittent slugs, or short-time-high volume discharges, at such discharge rates or concentrations as to overload either the public sewers or the treatment facilities.

(3) Any waters or wastes having noxious or malodorous substances which either alone or in combination with other substances which may be present in the wastewater may cause an offensive odor or public nuisance.

(4) Any waters or wastes having color which is not removed by the treatment processes or which could adversely affect plant appearance or performance.

(b) Restrictions on wastewater strength. No residential, commercial, or industrial user shall discharge wastewater which exceeds the set of standards established in the Industrial User Local Limits and Plant Protection Criteria Evaluation (Appendix I, Table A – Franklin, TN Industrial User Limits Summary) unless an exception is permitted as provided for in this chapter or the user's wastewater discharge permit provides a special permit condition temporarily allowing a higher concentration level in conjunction with a requirement that the user construct a pretreatment facility or institute changes in operation and maintenance procedures to reduce the concentration of pollutants to levels not exceeding the standards set forth in the table within a predetermined time frame (compliance schedule). In addition, all users must meet the City of Franklin organic compound prohibition provided in Appendix I, Table A of the Industrial User Local Limits and Plant Protection Criteria Evaluation.

(c) Criteria to protect the POTW influent. The POTW shall monitor the treatment plant influent for each pollutant in the following table. In the event the influent at the POTW reaches or exceeds the levels set forth in this table, the Director shall initiate technical studies to determine the cause of the exceedance and shall recommend to the City the necessary remedial measures. The Director may also recommend changes to these criteria in the event that the POTW effluent standards are changed, there are changes in applicable laws or regulations, or changes are needed for more effective operation of the POTW.

Plant protection criteria have been established for the POTW influent and are listed in Appendix I, Table B of the Industrial User Local Limits and Plant Protection Criteria Evaluation.

(d) Hearings. Any regulated discharger may request and receive a hearing before the committee in regard to establishment of discharge conditions or violations thereof and may appeal an adverse decision for hearing by the board. The ruling of the board shall be final.

(e) The Director may develop Best Management Practices (BMPs), by ordinance or in individual wastewater discharge permits to implement Local Limits and the requirements of Section 18-211 (4).

(6) Grease, oil and sand interceptors.

(a) Disposal of oil by discharge to the sewer system is not permitted. Oils include automotive lubrication oils, transmission and brake fluid, other industrial oils, and vegetable oils used in a restaurant or food preparation or processing facility.

(b) Grease, oil, and sand interceptors shall be provided when, in the opinion of the Director, they are

necessary for the proper handling of liquid wastes containing grease in excessive amounts, or any flammable wastes, sand, and other harmful ingredients. All food service establishments, including but not limited to cafes, restaurants, hotels, retirement centers, assisted living facilities, nursing homes, hospitals, grocery stores, markets, prisons, mobile food units, or other food preparation establishments, are required to comply with the FOG Management Policy. All interceptors shall be of a type and capacity approved by the Director and shall be located as to be readily accessible for cleaning and inspection. Grease and oil interceptors shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperature. They shall be of substantial construction, watertight and equipped with easily removable covers which, when bolted in place, shall be gas-tight and watertight.

(c) Where installed, all grease, oil, and sand interceptors shall be maintained by the owner, at his expense, in continuously efficient operation at all times.

(d) Grease, oil, and sand interceptors shall be subject to monitoring, entry, inspection, reinspection, reinspection fees, reporting and other requirements as determined by the Director.

(7) Regulation of commercial septic and drain cleaning services.

(a) No person shall clean out, drain, or flush any septic tank or any other type of wastewater or excreta disposal system, unless such person, firm, association, or corporation obtains a permit from the Director to perform such acts or services. Any person desiring a permit to perform such services shall file an application on the prescribed form. Upon any such application, said permit shall be issued by the Water Management Department when the conditions of this chapter have been met and providing the Director is satisfied the applicant has adequate and proper equipment to perform the services contemplated in a safe and competent manner.

(b) For each permit issued under the provisions of this section, an annual fee, as established by the Board, shall be paid to the City. Any such permit granted shall be for one full fiscal year or fraction of the fiscal year and shall continue in full force and effect from the time issued until the ending of the fiscal year unless sooner revoked and shall be nontransferable. The number of the permit granted hereunder shall be plainly painted on each side of each motor vehicle used in the conduct of the business permitted hereunder.

(c) The Director shall designate approved locations for the emptying and cleansing of all equipment used in the performance of the services rendered under the permit herein provided for, and it shall be a violation hereof for any such person to empty or clean such equipment at any place other than a place so designated.

(d) Failure to comply with all the provisions of this section shall be sufficient cause for the revocation of such permit and for application of penalties described elsewhere in this section. The possession within the service area by any person of any motor vehicle equipped with a body type and accessories of a nature and design capable of serving as a cleaning unit for septic tank or other wastewater or excreta disposal system shall be prima facie evidence that such person is engaged in the business of cleaning, draining, or flushing septic tanks or other wastewater or excreta disposal systems within the service area of the City.

(8) Industrial users.

(a) Permits.

(1) Each industrial user proposing to discharge to the sanitary sewers wastes of any description,

exclusive of domestic sewerage shall file with the Director an application for the discharge of such wastes. Applications shall be filed on forms provided by the Director and shall include data on the raw materials used, finished products, process descriptions, chemicals used and stored, sources of process wastes proposed for discharge to sanitary sewers, approximate number of employees, anticipated water consumption and proposed pretreatment. The application shall further include a list of any environmental permits held by or for the facility, the SIC number(s) of the applicant; wastewater volume; daily, monthly, seasonal and flow peaks as deemed necessary; a description of all toxic materials handled on the premises, including concentrations; site plans; flow plans; mechanical and plumbing plans and details showing all sewers and appurtenances by size, location and elevation; a description of existing and proposed pretreatment and/or equalization facilities; and any other information deemed necessary by the Director.

(2) The Director will provide prompt written acknowledgement of the application and will either approve or reject the request to discharge, or when necessary, request more data. If the application is approved, the Director will issue a discharge permit setting forth the conditions under which the wastes may be discharged to the sewers.

(3) The wastewater discharge permits shall be expressly subject to all provisions of this chapter and all other applicable regulations, user charges and fees established by the City of Franklin. The permits may contain the following:

- (i) The units charge or schedule of user charges and fees for the wastewater to be discharged to a public sewer.
- (ii) Effluent limits, including Best Management Practices, based on applicable Pretreatment Standards. This includes limits on the average and maximum wastewater constituents and characteristics.
- (iii) Limits on average and maximum rate at time of discharge or requirements for equalization.
- (iv) Requirements for installation and maintenance of inspection and sampling facilities.
- (v) Specifications for monitoring program which may include sampling locations, frequency of sampling, number, types, and standard for testing and reporting schedule.
- (vi) Compliance schedules.
- (vii) All technical reports, compliance reports, monitoring reports, or discharge reports shall comply with all signatory requirements of Section 18-211 (23)(3) and 40 CFR 403.12.
- (viii) Self-monitoring, sampling, reporting, notification, and record-keeping requirements. These requirements shall include an identification of pollutants (or best management practice) to be monitored, sampling location, sampling frequency, and sample type based on Federal, State, and local law.
- (ix) Requirements for notification of the City of any new introduction of wastewater constituents, any changes affecting potential to have a slug discharge, or any substantial change in the volume or character of the wastewater constituents being introduced into the wastewater treatment system.

- (x) Requirements to control Slug Discharge, if determined by the Director to be necessary.
 - (xi) Any other conditions as deemed appropriate by the Director to ensure compliance with this chapter.
 - (xii) A statement that indicates the wastewater discharge permit issuance date, expiration date and effective date;
 - (xiii) A statement that the wastewater discharge permit is nontransferable without prior notification to the City in accordance with this ordinance, and provisions for furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
 - (xiv) A statement of applicable civil and criminal penalties for violation of Pretreatment Standards and Requirements, and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable Federal, State, or local law.
 - (xv) Other conditions as deemed appropriate by the Director to ensure compliance with this ordinance, and State and Federal laws, rules, and regulations.
- (4) The Director may request updated information or additional data from any industrial user at any time and failure to respond in a timely manner shall constitute a violation of the discharge permit conditions.
- (5) It shall be the responsibility of the industrial user to file new or updated data with the Director whenever there is a significant change in process waste discharge because of a plant expansion, change in manufacturing process, or any other reason. Upon request by the Director, the industrial user shall also provide a comprehensive analysis of the waste stream performed by a qualified commercial laboratory.
- (6) The application for permit to discharge process wastes to the sanitary sewer and the resulting approval notice setting forth discharge conditions shall not be transferable. A separate application must be filed whenever an industry moves to a new location or is replaced by another industry at the same location.
- (7) The permit shall be issued for a specified time period, not to exceed five years. A permit may be issued for a period less than a year or may be set to expire on a specific date. The user shall apply for permit reissuance a minimum of 180 days prior to the expiration of the user's existing permit.
- (8) Any permit issued under the provisions of this chapter is subject to being modified, suspended, or revoked in whole or in part during its term for cause including, but not limited to, the following:
- (i) Violation of any terms or conditions of the wastewater discharge permit or other applicable federal, state, or local law or regulation.
 - (ii) Obtaining a permit by misrepresentation or failure to disclose fully all relevant facts.
 - (iii) A change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge.

(iv) Intentional failure of a user to accurately report the discharge constituents and characteristics or to report significant changes in plant operations or wastewater characteristics.

(9) Monitoring manholes. Any industrial user discharging industrial process wastes of any description shall install a suitable monitoring manhole in the building sewer to facilitate observation, sampling and measurement of the wastes. Such manhole, when required, shall be suitably located, and shall be constructed in accordance with plans approved by the Director. The manhole shall be installed by the owner at his expense and shall be maintained by him so as to be safe and accessible at all times.

(10) Surveillance fees. Any industrial user discharging industrial process wastes of any description shall be charged a surveillance fee as recommended by the Director to compensate the City for the added cost of collecting and analyzing waste samples on a periodic basis to ensure compliance with the terms of this chapter. Results of such analyses will be furnished to the industrial user. The surveillance fee shall be levied in addition to all other applicable charges, user's fee and/or taxes, and shall be subject to adjustment on an annual basis.

(11) Monitoring and Right of Entry

(a) Monitoring equipment.

Automatic composite samplers and monitoring units will be installed at the monitoring manholes of industrial dischargers when and as deemed necessary by the Director.

(b) Right of Entry, Monitoring Requirements

The Director or his designee shall have the right to enter the premises of any User to determine whether the User is complying with all requirements of this ordinance and any individual wastewater discharge permit or order issued hereunder. Users shall allow the Director ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

(1) Where a User has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Director shall be permitted to enter without delay for the purposes of performing specific responsibilities.

(2) The Director shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the User's operations.

(3) The Director may require the User to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall always be maintained in a safe and proper operating condition by the User at its own expense. All devices used to measure wastewater flow and quality shall be calibrated at least annually, or as determined in the user's permit, to ensure their accuracy.

(4) Any temporary or permanent obstruction to safe and easy access to the facility to be inspected shall not be replaced. The costs of clearing such access shall be born by the User.

(5) Unreasonable delays in allowing the Director access to the User's premises shall be a violation of this ordinance.

(12) *Surcharges.*

(a) Any waters or wastes containing constituents in excess of the following concentrations:

cBOD ₅	300 mg/l
COD	600 mg/l
TKN	60 mg/l
NH ₃ -N	30 mg/l
TSS	300 mg/l
Oil and Grease	100 mg/l
 Total Phosphorus	 30 mg/l

may be accepted in the public sewer subject to a surcharge to cover the additional cost of treating such wastes. Discharges of extra strength wastes must apply for and operate under a permit from the City. The surcharges will be based on the average of six (6) composite samples collected over a three-month period, at least one of which should have been collected within thirty (30) days of billing date. The Director will use independent sampling, split samples, or other means to verify the constituents of the wastewater.

(b) The surcharge shall be based on the average concentration and the metered water consumption (or wastewater flows).

(c) The surcharge will be calculated according to the following formula with no credit for concentrations less than the threshold concentration amounts listed in paragraph (a) above and with the total applied to the monthly bill of affected users:

$$[A(E-300) + B(F-300) + C(G-30) + D(H-100) + J(I-60) + M(L-30)] \times 0.00834 \times N \times P = \text{SURCHARGE MONTHLY BILL and where:}$$

A is the surcharge rate for cBOD₅ of \$0.35 per pound;

B is the surcharge rate for TSS of \$0.35 per pound;

C is the surcharge rate for ammonia of \$1.75 per pound

D is the surcharge rate for oil and grease of \$1.05 per pound;

E is the user's effluent cBOD₅ concentration (mg/l);

F is the user's effluent TSS concentration (mg/l);

G is the user's effluent ammonia concentration (mg/l)

H is the user's effluent oil and grease concentration (mg/l);

I is the user's effluent TKN concentration (mg/L);

J is the surcharge rate for TKN of \$1.75 per pound;

L is the user's effluent total phosphorus concentration (mg/L);

M is the surcharge rate for total phosphorus of \$1.75 per pound;

N is the user's flow to the sewer system in 1,000 gallons per day;

P is the number of days in the billing month.

COD may be used in lieu of BOD₅ with the agreement of the Director. The COD surcharge rate is \$0.15 per pound.

(13) *Violations.* If any discharge to the wastewater system, or any proposed discharge to the system is responsible for or is likely to be responsible for violation of § 18-211(3), (4) hereinabove, and (5) the Director may take any action necessary to:

- (a) Prohibit the discharge of such wastewater.
- (b) Require a discharger to demonstrate that in-plant modifications will reduce or eliminate the discharge of such substances not in conformity with this chapter.
- (c) Require pretreatment, including storage facilities or flow equalization necessary to reduce or eliminate the objectionable characteristics or substances so that the discharge will not violate these rules and regulations.
- (d) Take such other remedial action enforcement action, or penalty action as may be deemed to be desirable or necessary to achieve the purpose of this chapter.
- (e) In the event any actual or threatened discharge to the wastewater system presents an imminent danger to the health and welfare of persons, the Director may take immediate action, such as severance of the sewer connection, to halt or prevent the discharge.

(14) Prior approval for pretreatment. Where pretreatment or equalization of wastewater flows prior to discharge into any part of the wastewater treatment system is required, plans, specifications and other pertinent data or information relating to such pretreatment or flow-control facilities shall first be submitted to the Director for review and approval. Such approval shall not exempt the discharge of such facilities from compliance with any applicable code, ordinance, rule, regulation or order of any governmental authority. Any subsequent alterations or additions to such pretreatment or flow-control facilities shall not be made without due notice to and prior approval of the Director.

(15) Maintenance of pretreatment facilities. Where preliminary treatment facilities are provided for any water or waste, they shall be maintained continuously in satisfactory and effective operation by the owner at his expense.

(16) Slug Discharge Control Plans.

(a) Each SIU shall have an accidental discharge/slug discharge control plan or other action to control Slug Discharges. Each User must develop, submit for approval, and implement such a plan or take such other action that may be necessary to control Slug Discharges. Alternatively, the Director may develop such a plan for any User. An accidental discharge/slug discharge control plan shall address, at a minimum, the following:

- (1) Description of discharge practices, including nonroutine batch discharges;
- (2) Description of stored chemicals;
- (3) Procedures for immediately notifying [the Superintendent] of any accidental or Slug Discharge, as required by this ordinance; and
- (4) Procedures to prevent adverse impact from any accidental or Slug Discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.

Each user shall provide protection from slug discharges of restricted materials or other substances regulated by this chapter. A discharge of slug load is defined as any discharge at a flow rate or concentration, which could cause a violation of the prohibited discharge standards in Section 18-211(4 and 5) of this ordinance. A Slug Discharge is any Discharge of a non-routine, episodic nature, including but not limited to an accidental spill or a non-customary batch Discharge, which has a reasonable potential to cause Interference or Pass Through, or in any other way violate the POTW's regulations, Local Limits or Permit conditions. No user shall be permitted to discharge into the system until the need for slug control plans or procedures has been reviewed by the Director.

(b) Users shall be required to prepare spill response plans showing facilities and procedures for providing this protection. These plans shall be submitted to the Director for review and approval. All users required to have such a plan shall submit it within 60 days of notification by the Director and complete implementation within 90 days of notification.

(c) In the case of a slug discharge, accidental discharge, discharges of a nonroutine, episodic nature, or a noncustomary batch discharge, it is the responsibility of the user to immediately notify the POTW of the incident by telephone or in person. Information concerning the location of the discharge, type of waste, concentration and volume, and corrective action shall be provided by the user.

Within five (5) days following a slug discharge, the user shall submit a detailed written report describing the cause of the discharge and the measures being taken by the user to prevent future occurrences. Such notification shall not relieve the user of any expense, loss, damage, or other liability which might be incurred as a result of damage to the POTW, fish kills, or any other damage to persons or property, nor shall notification relieve the user of any fines, civil penalties, or other liability which may be imposed by this chapter or other applicable law.

(d) A notice shall be permanently posted on the user's premises advising employees of a contact to call in the event of a slug discharge. The user shall ensure that all employees who may cause or allow such slug discharge to occur are advised of the proper emergency notification procedure.

(17) Sampling and analysis.

(a) Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period. All collected samples must be of such nature that they provide a true and accurate representation of the industry's effluent quality.

(b) Except as indicated in Section c and d below, the User must collect wastewater samples using 24-hour flow-proportional composite sampling techniques, unless time-proportional composite sampling or grab sampling is authorized by the Director. Where time-proportional composite sampling or grab sampling is authorized by the City, the samples must be representative of the discharge. Also, grab samples may be required to show compliance with Instantaneous Limits.

(c) Samples for oil and grease, dissolved oxygen, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds must be obtained using grab collection techniques.

(d) For sampling required in support of baseline monitoring and 90-day compliance reports required in Section 18-211 (23) [Tennessee Rule 0400-40-14-.12(2) and (4)], a minimum of four (4) grab samples must be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities

for which historical sampling data do not exist; for facilities for which historical sampling data are available, the Director may authorize a lower minimum. For the reports required by Section 18-211 (23)(2) (Tennessee Rule 0400-40-14-.12(5) and (8)), the Industrial User is required to collect the number of grab samples necessary to assess and assure compliance by with applicable Pretreatment Standards and Requirements.

(e) Chain-of-custody procedures, sample preservation techniques, laboratory analysis, and sample holding times required by 40 CFR Part 136 shall be followed in all self-monitoring activities.

(f) Monitoring shall be performed at the approved monitoring station on the effluent sewer. All samples collected at the approved monitoring station and analyzed by approved 40 CFR Part 136 methods must be reported to the City. Location and design of the monitoring station shall be subject to the review and approval of the Director. Any change in monitoring location will be subject to the approval of the Director.

(g) All pollutant analyses, including sampling techniques, to be submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 and amendments thereto, unless otherwise specified in an applicable categorical Pretreatment Standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by using validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the Director or other parties approved by EPA.

(h) If sampling performed by a User indicates a violation, the User must notify the Director within twenty-four (24) hours of becoming aware of the violation. The User shall also repeat the sampling and analysis and submit the results of the repeat analysis to the Director within thirty (30) days after becoming aware of the violation. Resampling by the Industrial User is not required if the City performs sampling at the User's facility at least once a month, or if the City performs sampling at the User between the time when the initial sampling was conducted and the time when the User or the City receives the results of this sampling, or if the City has performed the sampling and analysis in lieu of the Industrial User.

(18) Compliance with federal requirements.

(a) Any user of the public sewer who discharges industrial waste or matter must satisfy and meet federal government guidelines for pretreatment as may be prescribed from time to time by the Environmental Protection Agency or its successor agency and the guidelines for pretreatment as may be prescribed from time to time by the Division of Water Resources of the Tennessee Department of Environment and Conservation, and further must furnish at its own expense any additional monitoring equipment as reasonably may be necessary in the opinion of the Director.

(b) Upon the promulgation of the federal categorical pretreatment standards for a particular industrial subcategory, the federal standard, if more stringent than limitations imposed under this chapter for sources in that subcategory, shall immediately supersede the limitations under this chapter. The Director shall notify all affected users of the applicable reporting requirements under 40 CFR, Section 403.12.

(19) Records.

(a) All Users, including all categorical industrial users, subject to the reporting requirements of this ordinance shall retain, and make available for inspection and copying, all records of information obtained

pursuant to any monitoring activities required by this ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with Best Management Practices established under Section 18-211 (5)(e). Records shall include the date, exact place, method, and time of sampling, and the name of the person(s) taking the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses. These records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation concerning the User or the City, or where the User has been specifically notified of a longer retention period by the Director. All industrial users who discharge or propose to discharge wastewaters to the wastewater treatment system shall maintain such records of production and related factors, effluent flows, and pollutant amounts or concentrations as are necessary to demonstrate compliance with the requirements of this chapter and any applicable state or federal pretreatment standards or requirements.

(b) Information and data on a user obtained from reports, questionnaires, permit applications, permits and monitoring programs and from inspection shall be available to the public or other governmental agency without restriction unless the user specifically requests and is able to demonstrate to the satisfaction of the City that the release of such information would divulge information, processes or methods of productions entitled to protection as trade secrets of the user.

(c) When requested by the person furnishing a report, the portions of a report which might disclose trade secrets of secret processes shall not be made available for inspection by the public but shall be made available upon written request to governmental agencies for uses related to this chapter, the NPDES permit, state disposal system permit and/or the pretreatment programs; provided, however, that such portions of a report shall be available for use by the state or any state agency in judicial review or enforcement proceedings involving the person furnishing the report. Wastewater constituents and characteristics will not be recognized as confidential information.

(d) Information accepted by the City as confidential shall not be transmitted to any government agency or to the general public by the City until and unless a ten-day notification is given to the user.

(20) Pretreatment of off-site generated wastes. No industrial user may accept or treat liquid wastes from any other site for the purpose of pretreatment and discharge to the public sewer system.

(21) Dilution. Except where expressly authorized by an applicable pretreatment standard, no industrial user shall increase the use of process water or in any way attempt to dilute a discharge as a partial or complete substitution for adequate treatment to achieve compliance with such standard.

(22) Discharge of Hazardous Waste Prohibition and Notification. The discharge of any hazardous waste, as defined at 40 CFR 261, is prohibited. Any User who accidentally discharges any hazardous waste shall notify the POTW immediately. Also, the User shall notify the EPA Regional Waste Management Division Director, the POTW, and State hazardous waste authorities, in writing, within 30 days, of any discharge into the POTW of a substance which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, the EPA hazardous waste number, and the type of discharge (continuous, batch, or other).

(23) Reporting Requirements

(a) Baseline Monitoring Reports

(1) Within either one hundred eighty (180) days after the effective date of a categorical Pretreatment Standard, or the final administrative decision on a category determination under Tennessee Rule 0400-40-14-.06(1)(d), whichever is later, existing Categorical Industrial Users currently discharging to or scheduled to discharge to the POTW shall submit to the Director a report which contains the information listed in paragraph B, below. At least ninety (90) days prior to commencement of their discharge, New Sources, and sources that become Categorical Industrial Users subsequent to the promulgation of an applicable categorical Standard, shall submit to [the Superintendent] a report which contains the information listed in paragraph B, below. A New Source shall report the method of pretreatment it intends to use to meet applicable categorical Standards. A New Source also shall give estimates of its anticipated flow and quantity of pollutants to be discharged.

(2) Users described above shall submit the information set forth below.

(i) All information required in Section 18-211(8).

(ii) Measurement of pollutants.

a. The User shall provide the information required in Section 18-211(8).

b. The User shall take a minimum of one representative sample to compile that data necessary to comply with the requirements of this paragraph.

c. Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in Tennessee Rule 0400-40-14-.06(5) to evaluate compliance with the Pretreatment Standards. Where an alternate concentration or mass limit has been calculated in accordance with Tennessee Rule 0400-40-14-.06(5) this adjusted limit along with supporting data shall be submitted to the Control Authority;

d. Sampling and analysis shall be performed in accordance with Section 18-211(17);

e. The Director may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures;

f. The baseline report shall indicate the time, date and place of sampling and methods of analysis, and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant Discharges to the POTW.

(iii) Compliance Certification. A statement, reviewed by the User's Authorized Representative as defined in Section 18-203 (4) and certified by a qualified professional, indicating whether Pretreatment Standards are being met on a consistent basis, and, if not, whether additional operation and maintenance (O&M) and/or additional pretreatment is required to meet the Pretreatment Standards and Requirements.

(iv) Compliance Schedule. If additional pretreatment and/or O&M will be required to meet the Pretreatment Standards, the shortest schedule by which the User will provide such additional pretreatment and/or O&M must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable Pretreatment Standard. A compliance schedule pursuant to this Section must meet the requirements set out in this ordinance.

(v) Compliance Schedule Progress Reports. The following conditions shall apply to the compliance schedule required by Section 23(A)(2)(iv) of this ordinance:

- a. The schedule shall contain progress increments in the form of dates for the commencement and completion of major events leading to the construction and operation of additional pretreatment required for the User to meet the applicable Pretreatment Standards (such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation);
- b. No increment referred to above shall exceed nine (9) months;
- c. The User shall submit a progress report to [the Superintendent] no later than fourteen (14) days following each date in the schedule and the final date of compliance including, as a minimum, whether or not it complied with the increment of progress, the reason for any delay, and, if appropriate, the steps being taken by the User to return to the established schedule; and
- d. In no event shall more than nine (9) months elapse between such progress reports to the Director.

(vi) Signature and Report Certification. All baseline monitoring reports must be certified in accordance with Section 18-211 (23)(2) of this ordinance and signed by an Authorized Representative as defined in Section 18-203(4).

(b) Periodic Compliance Reports

(1) All Significant Industrial Users must, at a frequency determined by the Director, submit no less than twice per year (June and December [or on dates specified by the City]) reports indicating the nature, concentration of pollutants in the discharge which are limited by Pretreatment Standards and the measured or estimated average and maximum daily flows for the reporting period. In cases where the Pretreatment Standard requires compliance with a Best Management Practice (BMP) or pollution prevention alternative, the User must submit documentation required by the Director or the Pretreatment Standard necessary to determine the compliance status of the User.

(2) All periodic compliance reports must be signed and certified in accordance with Section 18-211(23)(3) of this ordinance.

(3) All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.

(4) If a User subject to the reporting requirement in this section monitors any regulated pollutant at the appropriate sampling location more frequently than required by the Director, using the procedures

prescribed in Section 18-211(17) of this ordinance, the results of this monitoring shall be included in the report.

(c) Certification Statements. Certification of Permit Applications and User Reports—The following certification statement is required to be signed and submitted by Users submitting permit applications in accordance with this ordinance; Users submitting baseline monitoring reports [40 CFR 403.12 (l)]; Users submitting reports on compliance with the categorical Pretreatment Standard deadlines [40 CFR 403.12(d)]; Users submitting periodic compliance reports [40 CFR 403.12(e) and (h)]. The following certification statement must be signed by an Authorized Representative as defined in Section 18-203 (4):

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Sec. 18-212. - Enforcement.

(1) Enforcement response plan. In order to apply enforcement actions toward violators of pretreatment permits or this sewer use chapter in an efficient, objective and consistent manner, the Enforcement Response Plan has been developed and is incorporated herein by reference.

(2) Administrative enforcement remedies.

(a) Notification of violation. When the Director finds that any user has violated or is in violation of this section or a wastewater permit or order issued hereunder, the Director or his agent may serve upon the user a written notice of violation (NOV). Within ten (10) days of receipt of the NOV, an explanation of the violation and a plan for the satisfactory correction and prevention thereof, to include specific required actions, shall be submitted to the Director. Submission of this plan in no way relieves the user of liability for any violations occurring before or after receipt of the NOV.

(b) Consent orders. The Director is hereby empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with the user responsible for the noncompliance. Such orders will include specific action to be taken by the user to correct the noncompliance within a time frame also specified by the order. Consent orders shall have the same force and effect as administrative orders issued pursuant to paragraph (d) below.

(c) Show-cause hearing. The Director may order any user which causes or contributes to a violation of this chapter, its wastewater permit, or any order issued hereunder to show cause why a proposed enforcement action should not be taken. Notice shall be served on the user specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the user show cause why this proposed enforcement action should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least ten (10) days prior to the hearing. Such notice may be served on any principle executive, general partner, or corporate officer. Whether or not a duly notified user appears as noticed, immediate enforcement action may be pursued.

(d) Compliance order. When the Director finds that a user has violated or continues to violate this chapter or permit or order issued hereunder, he may issue an order to the user responsible for the discharge, directing that, following a specified time period, sewer service shall be discontinued and/or civil penalties will be assessed unless adequate treatment facilities, devices, or other related appurtenances have been installed and are properly operated. Orders may also contain such other requirements deemed reasonably necessary and appropriate to address the noncompliance, including the installation of pretreatment technology, additional self-monitoring, and management practices.

(e) Cease and desist orders. When the Director finds that a user has violated or continues to violate this chapter or any permit or order issued hereunder, the Director may issue an order to cease and desist all such violations and direct those persons in noncompliance to do one of the following:

(1) Comply with the order.

(2) Take the appropriate remedial or preventive action needed to properly address a continuing or threatened violation, including halting operations and terminating the discharge.

(f) Emergency termination of service. When the Director finds that an emergency exists in which immediate action is required to protect public health, safety, or welfare, the health of animals, fish, or aquatic life, a public water supply, or the facilities of the POTW, the Director may, without prior notice, issue an order reciting the existence of such an emergency and requiring that certain action(s) be taken as the Director deems necessary to meet the emergency.

If the violator fails to respond or is unable to respond to the Director's order, the Director may take such emergency action as deemed necessary or contract with a qualified person to carry out the emergency measures. The Director may assess the person(s) responsible for the emergency condition for actual costs incurred by the Director in meeting the emergency.

If the emergency action adversely affects the user, the Director shall provide the user an opportunity for a hearing as soon as possible thereafter to consider restoration of service upon abatement of the condition or other reasonable conditions. Following the hearing, the Director may take any such authorized action should the proof warrant such action.

(g) All of the administrative enforcement remedies may be appealed to the Board of Mayor and Alderman.

(3) Administrative and civil penalties.

(a) Any person or user who does any of the following acts or omissions shall be subject to a civil or administrative penalty of up to ten thousand dollars (\$10,000.00) per day for each day during which the act or omission continues or occurs:

(1) Violates any effluent standard or limitation imposed by a pretreatment program.

(2) Violates the terms or conditions of a permit issued pursuant to a pretreatment program.

(3) Fails to complete a filing requirement of a pretreatment program.

(4) Fails to allow or perform an entry, inspection, monitoring, or reporting requirement of a pretreatment program.

(5) Fails to pay user or cost-recovery charges imposed by a pretreatment program.

(6) Violates a final determination or order of the Director or the appropriate committee.

(b) Any administrative penalty shall be assessed in the following manner:

(1) The Director may issue an assessment against any person or user responsible for the violation.

(2) Any person or user against whom an assessment has been issued may secure a review of such assessment by filing with the Director a written petition setting forth the grounds and reasons for his objections and asking for a hearing on the matter involved before the appropriate committee. If a petition for review of the assessment is not filed within 30 days of the date the assessment is served, the violator shall be deemed to have consented to the assessment and it shall become final.

(3) When any assessment becomes final because of a person's failure to appeal the Director's assessment, the Director may apply to the appropriate court for a judgment and seek execution of such judgment and the court, in such proceedings, shall treat a failure to appeal such assessment as a confession of judgment in the amount of the assessment. Penalties will be assessed based on the following criteria:

(i) Whether the penalty imposed will be a substantial economic deterrent to the illegal activity.

(ii) Damages to the POTW, including compensation for the damage or destruction of the facilities of the POTW, which also includes any penalties, costs, and attorney's fees incurred by the POTW as the result of the illegal activity, as well as the expenses involved in enforcing this section and the costs involved in rectifying any damage.

(iii) Cause of the discharge or violation.

(iv) The severity of the discharge and its effect upon the facilities of the POTW and upon the quality and quantity of the receiving waters.

(v) Effectiveness of actions taken by the violator.

(vi) The technical and economic feasibility of reducing or eliminating the discharge.

(vii) The economic benefit gained by the violator.

(c) The Director may institute proceedings for assessment of civil penalty in the name of the City of Franklin in the Chancery Court of Williamson County.

(d) The Board may establish by regulation a schedule of the amount of administrative or civil penalty which can be assessed by the Director for certain specific violations or categories of violations.

(e) Any administrative civil penalty assessed to a violator pursuant to this section may be in addition to any civil penalty assessed by the commissioner of environment and conservation for violations of Tennessee Code Annotated, § 69-3-115(a)(a)(F). Provided, however, the sum of the penalties imposed by this section

and by § 69-3-115(a) shall not exceed ten thousand dollars (\$10,000.00) per day for each day during which the act or omission continues to occur.

(4) Assessment of damages.

(a) The Director may assess the liability of any violator for damages to the pretreatment agency resulting from any person(s) or user(s) pollution or violation, failure, or neglect in complying with any permits or orders issued pursuant to the provisions of the pretreatment program.

(b) If an appeal from such assessment is not made to the Director by the violator within thirty (30) days of notification of such assessment, he shall be deemed to have consented to such assessment and it shall become final.

(c) Damages may include any expenses incurred in investigating and enforcing the pretreatment program or any other sections of this chapter in removing, correcting, and terminating any pollution, and also compensation for actual damages caused by the violation to the POTW. The Director shall assess the expenses and damages incurred by the POTW to clear the obstruction, repair damage to the POTW, and otherwise rectify any impairment caused by the violation.

(d) Whenever any assessment has become final because of a person's failure to appeal within thirty (30) days, the Director shall bill the person responsible for the damage for reimbursement of all expenses and damages suffered by the POTW. If the person responsible refuses to pay, the Director may apply to the appropriate court for a judgment and seek execution on such judgment. The court, in such proceedings, shall treat the failure to appeal such assessment as a confession of judgment in the amount of assessment.

(e) The Director may institute proceedings for the assessment of damages in the name of the City of Franklin in Chancery Court of Williamson County.

(5) Hearings.

(a) Any hearing or rehearing brought before the appropriate committee shall be conducted in accordance with the following:

(1) Upon receipt of a written petition from the alleged violator pursuant to this section, the Director shall give the petitioner ten days written notice of the time and place of the hearing.

(2) The hearing provided may be conducted by the appropriate committee at a regular or special meeting. A quorum of the appropriate committee must be present at the regular or special meeting in order to conduct the hearing.

(3) A verbatim record of the proceedings of the hearings shall be made and filed with the appropriate committee in conjunction with the findings of fact and conclusions of law. The transcript shall be made available to the petitioner or any party to a hearing upon payment of a charge set by the Director to cover preparation fees.

(4) In connection with the hearing, the chairperson of the appropriate committee shall issue subpoenas in response to any reasonable request by any party to the hearing requiring the attendance and testimony of witnesses and the production of evidence relevant to any matter involved in the hearing. In any case of refusal to obey a notice of hearing or subpoena issued under

this section, the Chancery Court of Williamson County shall have the jurisdiction upon the application of the Director to issue an order requiring such persons to appear and testify or produce evidence as the case may require. Failure to obey such an order of the court is punishable by the court as contempt.

(5) On the basis of the evidence produced at the hearing, the appropriate committee shall make findings of fact and conclusions of law and enter such decisions and orders as, in its opinion, will best further the purposes of the pretreatment program and shall give written notice of such decisions and orders to the alleged violator. The order issued under this subsection shall be issued no later than thirty (30) days following the close of the hearing by the person or persons designated by the chairperson.

(6) The decision of the appropriate committee shall become final and binding on all parties unless appealed to the courts as provided in § 18-212(5)(b).

(7) Any person to whom an emergency order is directed shall comply therewith immediately but, on petition to the appropriate committee, shall be afforded a hearing as soon as possible but in no case shall such hearing be held later than three days from the receipt of such a petition by the appropriate committee.

(8) Upon agreement of all parties, the testimony of any person may be taken by deposition or written interrogatories. Unless otherwise agreed, the deposition shall be taken in a manner consistent with Rules 26 through 33 of the Tennessee Rules of Civil Procedure with the chairperson to rule on such matters as would require a ruling by the court under said rules.

(9) The Director shall first call witnesses, which shall be followed by witnesses called by the other party. Rebuttal witnesses shall be called in the same order. The chairperson shall rule on any evidentiary questions arising during such hearing and shall make other rulings necessary or advisable to facilitate an orderly hearing subject to approval of the appropriate committee. The appropriate committee, the Director, his representative, and all parties shall have the right to examine any witness. The appropriate committee shall not be bound by or limited to rules of evidence applicable to legal proceedings.

(10) Any person aggrieved by an order or determination of the Director, where an appeal is not otherwise provided by this section, may appeal said order or determination to be reviewed by the appropriate committee under the provisions of this section. A written notice of appeal shall be filed with the Director and said notice shall set forth with particularity the action or inaction of the Director complained of and the relief being sought by the person filing said appeal. A special meeting of the committee may be called by the chairperson upon the filing of such an appeal, and the committee may, at member's discretion, suspend the operation of the order or determination of the Director on which is based the appeal until such time as the appropriate committee has acted upon the appeal.

(11) The vice chairperson or the chairperson pro tem shall possess all the authority delegated to the chairperson by this section when acting in their absence or place.

(b) An appeal may be taken from any final order or other final determination of the Director or committee by any party who is or may be adversely affected thereby to the Chancery Court pursuant to the common law writ of certiorari set in Tennessee Annotates (T.C.A. § 27-8-101, within 60 days from the date such

order or determination is made.

(6) Judicial proceedings and relief. The Director may initiate proceedings in the Chancery Court of Williamson County against any person or user who is alleged to have violated or is about to violate the pretreatment program, its industrial user permit, any section of this chapter, or any order of the Director and/or committee. In such action, the Director may seek, and the court may grant, injunctive relief and any other relief available in law or equity.

(7) Disposition of damage payments and penalties. All damages and/or penalties assessed and collected under the provisions of this section shall be placed in a special fund by the City and allocated and appropriated to the sewer system for the administration of its pretreatment program.

Sec. 18-213. - Protection from damage.

No person shall maliciously, wilfully or negligently break, damage, destroy, uncover, deface or tamper with any structure, appurtenance, or equipment which is a part of the POTW. Any person violating this provision shall be subject to immediate arrest.

Sec. 18-214. - Powers and authority of inspectors.

The Director, and other duly authorized employees of the City, as well as state and federal EPA personnel bearing proper credentials and identification, shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling, testing and record review and copying in accordance with the provisions of this chapter.

Sec. 18-215. - Duties and authorities.

(1) Appropriate committee. In addition to any other duty or responsibility otherwise conferred upon the appropriate committee by this chapter, the appropriate committee shall have the duty and power as follows:

- (a) To recommend amendments or modifications to the provisions of this chapter;
- (b) To hold hearings upon appeals from orders of actions of the Director as may be provided under the provisions of this chapter;
- (c) To hold hearings related to the suspension, revocation, or modification of a wastewater discharge permit and issue appropriate orders relating hereto;
- (d) To hold hearings that may be required in the administration of this chapter and to make determinations and issue orders necessary to effectuate the purposes of this chapter;
- (e) To request assistance from any officer, agent, or employee of the City and to obtain any necessary information or other assistance;
- (f) The appropriate committee, acting through its chairperson, shall have the power to issue subpoenas requiring attendance, the testimony of witnesses, and the production of documentary evidence relevant to any matter properly heard by the appropriate committee;
- (g) The chairperson shall be authorized to administer oaths to people giving testimony.

(2) Director.

(a) Director and staff. The Director and his/her staff shall be responsible for the administration of all parts of this section.

(b) Authority of Director. The Director shall have the authority to enforce all sections of this chapter. He/she shall be responsible and have the authority to maintain and operate the various treatment works, sewer lines, pump stations, and other appurtenances of the POTW. The Director shall be responsible for preparation of operating budgets, subject to the normal budgetary processes of the City.

(c) Records. The Director shall keep in his office or at an appropriate storage facility all applications required under this chapter a complete record thereof, including a record of all wastewater discharge permits.

(d) Notice of national pretreatment standard. The Director shall notify users identified in 40 CFR, part 403.8(f)(2) of any applicable pretreatment standards or other applicable requirements promulgated by the EPA under the provisions of Section 204(b) of the Act (33 U.S.C. 1284), Section 405 of the Act (33 U.S.C. 1345) or under the provisions of Sections 3001, 3304, or 4004 of the Solid Waste Disposal Act. Failure of the Director to notify users shall not relieve the users from the responsibility of complying with these regulations.

(e) Public participation notice. The Director shall comply with the public participation requirements of 40 CFR, Part 425 in the enforcement of National Pretreatment Standards. The Director shall, at least annually, provide public publication in the largest local newspaper of all significant industrial users which, during the previous 12 months, significantly violated applicable pretreatment standards or other pretreatment requirements. For the purposes of this provision, a significant industrial user is in significant noncompliance if its violations meet one or more of the following criteria:

(1) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six- (6-) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits as defined in Section 18-211(5);

(2) Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six- (6-) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement including Instantaneous Limits, as defined by Section 18-211(5) multiplied by the applicable criteria (1.4 for BOD₅, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

(3) Any other violation of a Pretreatment Standard or Requirement as defined by Section 18-211(4 and 5) (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the Director determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;.

(4) Any discharge of a pollutant that has caused imminent endangerment to human health and welfare or to the environment and has resulted in the POTW's exercise of its emergency authority to halt or prevent such a discharge.

(5) Violation by ninety (90) days or more after the schedule date of a compliance schedule milestone contained in a permit or enforcement order for starting construction, completing construction, or attaining final compliance.

(6) Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;

(7) Failure to accurately report noncompliance; or

(8) Any other violation(s), which may include a violation of Best Management Practices, which the Director determines will adversely affect the operation or implementation of the local pretreatment program.

(f) Approves new construction. The Director shall give approval in acceptance of newly constructed sanitary sewer lines, pump stations, and other appurtenances.

Sec. 18-216. - Validity.

(1) All ordinances and/or sections of the Franklin Municipal Code, or parts thereof, in conflict herewith are hereby repealed.

(2) The invalidity of any section, clause, sentence or provision of this chapter of the Franklin Municipal Code shall not affect the validity of any other part of this chapter of the Franklin Municipal Code which can be given effect without such invalid part or parts.

Sec. 18-217. - Provisions applicable.

The requirements contained herein shall apply to all premises served by the Franklin POTW whether located inside or outside the corporate limits and are hereby made a part of the conditions required to be met for the City to provide wastewater services to any premises. Such action, being essential for the protection of the POTW and shall be enforced rigidly without regard to location of the premises, whether inside or outside the Franklin corporate limits.

Sec. 18-218. - Criminal Penalties, State and Federal Laws

In addition to other remedies for enforcement provided in this article, the director may petition the state or the Environmental Protection Agency, as appropriate, to exercise such methods or remedies as shall be available to such government entities to seek criminal penalties, or such other remedies as may be provided by applicable federal or state laws to ensure compliance by users of applicable Pretreatment Standards, to prevent the introduction of toxic pollutants or other regulated pollutants into the P.O.T.W., or to prevent such other water pollution as may be regulated by state or federal law.

Sec. 18-219. - Date of effect.

All ordinances and parts of ordinances in conflict with this chapter shall be hereby repealed. This chapter shall take effect from and after its passage.

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 public health, safety and welfare requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY
City Recorder/Administrator

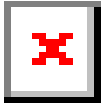
BY: _____
DR. KEN MOORE
Mayor

Approved as to Form:

Shauna R. Billingsley, City Attorney

PASSED FIRST READING

PASSED SECOND READING



File #: 20-0558

DATE: November 25, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of Resolution 2020-254, A Resolution To Adopt Industrial User Local Limits And The Plant Protection Criteria Evaluation.
WS 11/24/20

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a Resolution to adopt the local limits for industrial users.

BACKGROUND/STAFF COMMENTS:

The Local Limits are mandated by Tennessee Department of Environment and Conservation (TDEC) and U.S. Environmental Protection Agency (EPA) to be renewed every five years based upon the receiving stream. In this case, criteria are set based upon the Harpeth River receiving conditions and calculated backward based upon removal capabilities by the treatment process and then what the industrial user can discharge to the collection system.

The plant protection criteria has also been calculated for a treatment capacity of 12 MGD and 16 MGD in anticipation of the new facility completion in 2022.

Once these limits are adopted, they will not have to be renewed until 2025.

FINANCIAL IMPACT:

No direct financial impact to the City of Franklin is anticipated.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-254.

RESOLUTION NO. 2020-254

A RESOLUTION ADOPTING THE INDUSTRIAL USER LOCAL LIMITS AND PLANT PROTECTION CRITERIA FOR INDUSTRIAL USERS THAT DISCHARGE INTO THE CITY'S WASTEWATER COLLECTION SYSTEM

WHEREAS, the City of Franklin has several industrial users within its wastewater collection system that discharge industrial strength wastewater from its processes; and

WHEREAS, in its legislative judgment, the Board of Mayor and Aldermen has found that policies that regulate land use and guide the maintenance of the City's infrastructure and the delivery of essential services must be dynamic and modified from time to time to reflect changes in best practices, model codes, land and labor costs, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, the Franklin Board of Mayor and Aldermen have, on behalf of the citizens of Franklin, invested in public water and sanitary sewer systems; and

WHEREAS, the Franklin Board of Mayor and Aldermen have identified that industrial users have the potential to contribute heavily to the wastewater strengths treated at the Water Reclamation Facility; and

WHEREAS, the City of Franklin collection system and the water reclamation facility is operated at an exceptionally high level of service to customers, and revisions to the Code will continue this level of service; and

WHEREAS, the City of Franklin continually strives to be good stewards of the Harpeth River by maintaining the superior quality of water that is discharged to the river.

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

SECTION I: BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Resolution 2020-254, Industrial User Local Limits and Plant Protection Criteria Evaluation shall be adopted and used in conjunction with Title 18, Chapter 2, Wastewater, for maintenance of the City's wastewater collection system.

SECTION II:

BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect on _____, 2021, the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley, City Attorney

APPENDIX I

TABLE A

Franklin, TN Industrial User Limits Summary

Calculations completed February 14, 2020. All results are expressed as mg/L.

Pollutant	Current Industrial User Daily Maximum Limits	Calculated Industrial User Daily Maximum Limits (calc. 2020)	"To be Adopted" Industrial User Daily Maximum Limits	Comment
COMPOSITE SAMPLES				
Ammonia	66.0	70.0	70.0	Higher IU Limit
Arsenic	0.578	1.08	0.578	Maintain previous limit
Cadmium	0.097	0.108	0.097	Maintain previous limit
Chromium, Total	2.24	7.5	2.24	Maintain previous limit
Chromium, VI	0.74	0.50	0.50	Lower IU Limit
Copper	2.77	3.91	2.77	Maintain previous limit
Lead	0.33	2.89	0.33	Maintain previous limit
Molybdenum	0.063	0.29	0.29	Higher IU Limit
Nickel	2.21	11.49	2.21	Maintain previous limit
Selenium	0.22	0.702	0.702	Higher IU Limit
Silver	0.141	0.752	0.141	Maintain previous limit
Zinc	2.61	4.94	2.61	Maintain previous limit
Naphthalene	0.041	0.119	0.041	Maintain previous limit
Total phthalates *1	1.69	2.58	1.69	Maintain previous limit
CBOD ₅	1050	1833	1050	Maintain previous limit
TSS	1460	2594	1460	Maintain previous limit
Total Nitrogen *2	117	122	117	Maintain previous limit
Total Phosphorus	63	84	63	Maintain previous limit
GRAB SAMPLES				
Mercury *3	0.0002	0.0045	0.0002	Maintain previous limit
Cyanide, Total	0.141	0.29	0.141	Maintain previous limit
Benzene	0.134	0.547	0.134	Maintain previous limit
1,1,1 Trichloroethane	1.785	8.12	1.785	Maintain previous limit
Ethylbenzene	0.255	1.10	0.255	Maintain previous limit
Carbon Tetrachloride	0.223	3.00	0.223	Maintain previous limit
Chloroform	1.65	10.21	1.65	Maintain previous limit
Tetrachloroethylene	0.268	5.05	0.268	Maintain previous limit
Trichloroethylene	0.406	3.65	0.406	Maintain previous limit
Toluene	0.311	8.4	0.311	Maintain previous limit
1,2 trans dichloroethylene	0.041	0.119	0.041	Maintain previous limit
Methylene chloride	1.174	5.05	1.174	Maintain previous limit
Total Phenols	1.09	2.81	1.09	Maintain previous limit
Xylene, Total	0.134	0.413	0.134	Maintain previous limit
Oil & Grease	100	103	100	Maintain previous limit
Hydrogen Sulfide	0.5	0.5	0.5	Maintain previous limit

*1: Includes bis(2-ethylhexyl)phthalate, benzyl butyl phthalate, di-n-butyl phthalate, & diethyl phthalate.

*2: Total Nitrogen is the sum of nitrite, nitrate, organic nitrogen and ammonia.

TABLE A (continued)

1. Any discharge of the following compounds or materials is prohibited (*1) :

(a) Polychlorinated Biphenyls (PCBs)

(b) Herbicides and Pesticides, including, but not limited to:

Aldrin	Endrin aldehyde	Methoxychlor
Chlordane	Guthion	Parathion
Demeton	Heptachlor	4,4-DDD
Dieldrin	Heptachlor epoxide	4,4-DDE
Endosulfan I	Hexachlorocyclo-hexane	4,4-DDT
Endosulfan II	Hexachlorocyclopentadiene	Alpha BHC, Beta BHC, Delta BHC, or Gamma BHC *
Endosulfan sulfate	Lindane	Tetrachlorodiphenylethane (TDE)
Endrin	Mirex	Toxaphene

* BHC: Benzene Hexachloride

(c) Organic compounds that include:

Acetone	Phenanthrene
Dioxin (TCDD)	2-butanone (MEK)
Hexane	4-methyl-2-pentanone (MIBK)

2. No Person shall discharge any organic pollutants that result in the presence of toxic gases, vapors, or fumes within a public, or private sewer, or treatment works in a quantity that will cause acute or chronic worker health and safety problems, or danger to the life and health of the public; or will cause any impact to the Franklin sewer collection system or Franklin Wastewater Treatment Plant.

Organic pollutants subject to this restriction include but are not limited to:

Any organic compound listed in 40 Code of Federal Regulations 433.11(e) - Total Toxic Organics (TTO) list.

(*1) "Prohibited" means that these compounds shall not be discharged to the POTW. Any wastewater sample that detects these compounds will be considered a violation of the Franklin Local Limits.

APPENDIX I

TABLE B

Page 1 of 1

Franklin, TN Plant Protection Criteria

This is a summary of the local limits calculation results that were completed on February 14, 2020.

All results are expressed as mg/L.

FRANKLIN WWTP (INFLUENT) PROTECTION CRITERIA

Parameter	Current Protection Criteria	Calculated Protection Criteria (calc. 2020)	"To be Adopted" Plant Protection Criteria	Comment	Basis
COMPOSITE SAMPLES					
Ammonia	40	40.0	40.0	No change	Pass Through
Arsenic	0.022	0.028	0.028	Higher Inf Limit	Sludge Quality
Cadmium	0.0043	0.0043	0.0043	No change	Pass Through
Chromium, Total	0.188	0.188	0.188	No change	Pass Through
Chromium, VI	0.016	0.015	0.015	Lower Inf Limit	Pass Through
Copper	0.33	0.33	0.33	No change	Pass Through
Lead	0.038	0.072	0.072	Higher Inf Limit	Pass Through
Molybdenum	0.043	0.046	0.046	Higher Inf Limit	Sludge Quality
Nickel	0.286	0.29	0.29	No change	Pass Through
Selenium	0.010	0.061	0.061	Higher Inf Limit	Pass Through
Silver	0.020	0.020	0.020	No change	Pass Through
Zinc	0.46	0.50	0.50	Higher Inf Limit	Pass Through
Naphthalene	0.005	0.005	0.005	No change	Pass Through
Total phthalates *1	0.170	0.170	0.170	No change	Pass Through
CBOD ₅	267	267	267	No change	Pass Through
TSS	385	385	385	No change	Pass Through
Total Nitrogen *2	78	31	31	Lower Inf Limit	Pass Through
Total Phosphorus	17	8.7	8.7	Lower Inf Limit	Pass Through
GRAB SAMPLES					
Mercury - Low Level	0.00013	0.00013	0.00013	No change	Pass Through
Cyanide, Total	0.015	0.015	0.015	No change	Pass Through
Benzene	0.015	0.015	0.015	No change	Pass Through
1,1,1 Trichloroethane	0.200	0.200	0.200	No change	Pass Through
Ethylbenzene	0.029	0.029	0.029	No change	Pass Through
Carbon Tetrachloride	0.025	0.075	0.025	Higher Inf Limit	Pass Through
Chloroform	0.185	0.258	0.185	Higher Inf Limit	Pass Through
Tetrachloroethylene	0.030	0.125	0.030	Higher Inf Limit	Pass Through
Toluene	0.035	0.214	0.035	Higher Inf Limit	Pass Through
Trichloroethylene	0.046	0.091	0.046	Higher Inf Limit	Pass Through
1,2 trans dichloroethylene	0.005	0.005	0.005	No change	Pass Through
Methylene chloride	0.132	0.132	0.132	No change	Pass Through
Total Phenols	0.125	0.200	0.125	Higher Inf Limit	Pass Through
Xylene, Total	0.015	0.015	0.015	No change	Pass Through
Oil & Grease	35	31	31	Lower Inf Limit	Pass Through

*1: Includes bis(2-ethylhexyl)phthalate, benzyl butyl phthalate, di-n-butyl phthalate, & diethyl phthalate.

*2: Total Nitrogen is the sum of nitrite, nitrate, organic nitrogen and ammonia.



Industrial User Local Limits and Plant Protection Criteria Evaluation

For

Franklin WWTP – NPDES Permit No. TN0028827

Report Date: February 14, 2020

Prepared By: Monitoring and Management Services, LLC

Submitted to:

Tennessee Department of Environment & Conservation

Attn: Ms. Laurel Rognstad

State Pretreatment Coordinator

Franklin, TN
Industrial User Local Limits and Wastewater Treatment Plant Protection Criteria Evaluation
February 14, 2020

Table of Contents

	<u>Page</u>
Executive Summary.....	3
Description of WWTP.....	5
Data Summary.....	5
Flow Data.....	5
WWTP Sampling, Analysis, and Removal Efficiency.....	5
Pass-through Data.....	6
WWTP Inhibition Data.....	6
Sludge Quality Data.....	6
Worker Safety	6
Domestic Background Concentrations.....	7
Hauled Waste	7
Safety Factors.....	7
Plant Protection Criteria / Allowable Headworks Loading.....	7
Industrial User Local Limits.....	7
Compatible Pollutant Limits.....	8

Appendices:

Appendix I – Table A: Franklin, TN Industrial User Local Limits Summary
Appendix I - Table B: Franklin, TN Wastewater Treatment Plant Protection Criteria Summary
Appendix II – Franklin, TN Local Limits Calculations (Tables 1-15)

Franklin, TN
Industrial User Local Limits and Wastewater Treatment Plant Protection Criteria Evaluation
Report Date: February 14, 2020

Executive Summary

Monitoring and Management Services, LLC was contracted by the City of Franklin, TN Wastewater Department to evaluate the industrial user (IU) local limits and the plant protection criteria for the Franklin Wastewater Treatment Plant. The evaluation included calculations that used 2017 - 2019 monitoring results and flow data from the WWTP and IUs. The allowable headworks loading for each WWTP and the IU local limits were based on the most stringent result of the following criteria:

- Prevention of Pass-Through of Pollutants to the Receiving Stream
- Prevention of Inhibition/Interference at the POTW
- Sludge Quality Protection,
- Worker Safety, and
- Corrosion

Thirty-four (34) pollutants of concern (POCs) were evaluated. The POCs included twenty-two (22) Tennessee Department of Environment and Conservation (TDEC) issued pass-through pollutants, and twelve (12) other POCs based on either NPDES Permit limits, sludge quality protection, worker safety, or corrosion. The twelve (12) other POCs include: carbonaceous biochemical oxygen demand-5 day (cBOD₅), total suspended solids (TSS), oil and grease, ammonia, total phosphorus, total nitrogen, arsenic, molybdenum, selenium, total chromium, xylene, and hydrogen sulfide. The POCs evaluated included:

Ammonia	Zinc	Phenols, Total
Arsenic	Cyanide, Total	Naphthalene
Cadmium	Toluene	Phthalates, Total
Chromium, Total	Benzene	Xylene, Total
Chromium, VI	1,1,1 Trichloroethane	Hydrogen Sulfide
Copper	Ethylbenzene	cBOD ₅
Lead	Carbon Tetrachloride	TSS
Mercury	Chloroform	Oil and Grease
Molybdenum	Tetrachloroethylene	Total Phosphorus
Nickel	Trichloroethylene	Total Nitrogen
Selenium	1,2 trans Dichloroethylene	
Silver	Methylene Chloride	

The uniform concentration method was used to calculate the IU local limits. The WWTP average daily flow for the period of 2017 – 2019 was used in the calculations. TDEC issued two sets of Pass Through limits to the City based on 12 million gallons per day (MGD) and 16 MGD. The more stringent 16 MGD calculated Pass Through limits were used in the calculations.

This evaluation included several safety factor and conservative factors to ensure the protection of the WWTP. Some of these safety factors include: an additional 0.125 MGD industrial reserve capacity, and pollutant safety factors of 40% for all pollutants except for ammonia (25%) and molybdenum and selenium (80%). Previous local limit evaluation reports have adopted the previous local limits (2001 & 2006) if the calculated limits were higher than the current limit. However, after review of two pollutants (molybdenum and selenium) local limits it was determined these limits were near detection level and too stringent. Thus, new higher pollutant limits are proposed. New local limits that resulted in higher concentration limits were ammonia, molybdenum and selenium. Hexavalent chromium local limit concentration was lower than the previous limit. All other local limits maintained the previously adopted local limit. *Appendix I (Table A)* provides a comparison of the current IU local limits, the calculated IU local limits, and the proposed or “to be adopted” IU local limits.

Plant Protection Criteria calculation results had three (3) pollutants (hexavalent chromium, total nitrogen, and total phosphorus) were lower than the current limit, and ten (10) pollutants were calculated with higher limits than the current limit. Again, based on the safety factors and conservative calculations the new higher limits will not result in impact to the WWTP operation. *Appendix I (Table B)* provides a comparison of current plant protection criteria, calculated protection criteria and the proposed or “to be adopted” plant protection criteria.

TDEC issued pass through limits that included monitoring for trivalent chromium with “Report Only” requirement. Historical data (2013-2015) for trivalent chromium showed all sample results below the analytical detection level. Also, a literature review of activated sludge, nitrification, and anaerobic digestion inhibition concentration levels for trivalent chromium were in the range of 10 mg/L to 130 mg/L. These concentrations were well above any total chromium plant protection criteria and IU local limit calculated. Thus, based on analyses results below detection level, and other inhibition criteria at high concentrations, plant protection criteria and an IU local limit for trivalent chromium was not established at this time.

The detailed plant protection criteria and IU local limits calculations are provided in *Appendix II – Franklin, TN local limits calculations (Tables 1 – 15)*.

Description of WWTP

The Franklin WWTP includes screening, grit removal, extended aeration activated sludge, secondary clarification, tertiary filtration, and UV disinfection. The sludge handling facilities include aeration, and belt press dewatering. The dewatered sludge is currently disposed at the Cedar Ridge Landfill in Lewisburg, TN. The City has a reuse distribution facility that chlorinates final effluent and is distributed for irrigation needs at particular locations in the City. The Harpeth River (river mile 85.2) is the receiving stream for the WWTP.

Data Summary

Flow Data

Franklin WWTP average influent flow data for the period of 2017- 2019: 13.31 MGD

The industrial user flow data used were average daily flows from the 2017 through 2019 industrial user self-monitoring reports and City monitoring data. Also, to include as an additional safety factor and plan for any potential future industrial user, an “industrial reserve” flow of 125,000 gallons per day was included in the calculations. Industrial User flows used in the calculations were as follows:

Industrial User	Peak Flow (MGD)	% Contribution to WWTP
APCOM	0.040	0.30%
Lasko Metals	0.030	0.22%
“Industrial Reserve”	0.125	0.94%
TOTAL	0.195	1.46%

WWTP Sampling, Analysis, and Removal Efficiencies

The City conducts semi-annual sampling at the influent and effluent of the WWTP for all pollutants, with many pollutants monitored more frequently, either daily, weekly, or monthly based on NPDES requirements. Metals, semi-volatile organics, volatile organic compounds, total nitrogen, total phosphorus, total cyanide, and total phenols are analyzed by a contract laboratory. The WWTP collects 24-hour flow proportional composite samples at the influent and effluent for metals, semi-volatile organics, cBOD₅, TSS, ammonia, total nitrogen and total phosphorus. The exception for the metals sample type is low level mercury, which is a grab sample. Grab samples are collected for total cyanide, total phenols, volatile organic compounds, and oil & grease. All analyses used 40 Code of Federal Regulations Part 136 approved methods.

Removal efficiencies used for the allowable headworks loading for the WWTP were calculated using 2017 through 2019 sample data. *EPA Local Limits Development*

Guidance (July 2004, EPA 833-R-04-002A) median and second decile literature removal efficiencies were used for pollutants that had zero removal efficiency due to non-detection from laboratory analyses, or in situations where the results had the majority of results at or below the detection level. Since all sample results for hexavalent chromium were below detection levels and the *EPA Local Limits Development Guidance* document did not contain any removal efficiency data, a literature review of hexavalent chromium removal in activated sludge systems was conducted. The hexavalent chromium removal efficiency of 34% was selected based on literature data with reference to the technical paper *“Hexavalent chromium removal using aerobic activated sludge batch systems added with powdered activated carbon”*, ISSN 0378-4738, *Water SA Vol 33, No. 2, April 2007*. For cBOD₅, TSS, and ammonia the actual removal efficiency average results were greater than 99.4%. Considering seasonal variations, diurnal variations, and growth of Franklin area, lower removal efficiencies were selected for these three (3) POCs. The copper calculated removal efficiency was 90.7% and the literature value removal efficiency is 86%. As another conservative factor the 86% was used for Pass Through calculations and the 90.7% was used in sludge calculations. Comments for each pollutant removal efficiency selection are included in *Appendix II (page A-1)*.

Pass-Through Data

The most recently TDEC issued pass through limits dated August 13, 2015 were used to calculate the allowable headworks loading based on prevention of pass through.

WWTP Inhibition Data

As mentioned previously, calculations for each WWTP to prevent activated sludge, nitrification, and sludge inhibition were completed. Inhibition pollutant concentrations were obtained from *EPA Local Limits Development Guidance, Appendices* (July 2004, EPA 833-R-04-002A).

Sludge Quality Data

The City currently disposes the dewatered sludge at the Cedar Ridge Landfill in Lewisburg, TN. However, to ensure protection of the sludge quality and provide potential beneficial reuse of the sludge in the future, the 40 CFR 503.13 criteria were used in the local limit's calculations. Previous sludge samples collected show the metals are well within 40 CFR 503.13 – Table 3 criteria limits.

Worker Safety

Explosivity and fume toxicity threshold concentrations for organic compounds from the *EPA Local Limits Development Guidance* were used. Also, for ammonia and hydrogen sulfide, the *National Institute for Occupational Safety and Health (NIOSH) Immediately Dangerous to Life and Health (IDLH)* limits were considered. The hydrogen sulfide IU limit of 0.5 mg/L was based on worker safety and prevention of sewer corrosion.

Domestic Background Concentrations

Domestic background concentrations used in the IU local limits calculations were average results of domestic wastewater samples collected in 2015. Two sample locations, Fieldstone Farms and Founders Point, were sampled during dry weather conditions. Most of the POC sample results were below detection level, with the exception of ammonia, copper, nickel, zinc, total phenols, and total phthalates. For an additional safety factor the domestic background literature values for copper and zinc, much higher than the City domestic sample results, were used.

Hauled Waste

The Franklin WWTP does not currently receive any type of hauled waste.

Safety Factors

A 40% safety factor for pollutant pounds was used for IU local limit calculations, with the exception of three (3) POCs. Twenty-five (25%) per cent safety factor was used for ammonia due to seasonal variation, and an eighty (80%) safety factor was used for molybdenum and selenium due to ensure that the new limit would not impact sludge disposal or the WWTP. After review of the molybdenum and selenium current or previous limits it was determined that these limits were adopted in 2006 and had not been replaced. However, the limits for these pollutants was determined to be too stringent, near detection level capability and a new technically based limit should be adopted. Several other safety factor considerations were included in the calculations and include inclusion of an "Industrial Reserve" flow of 50,000 gallons per day and establishing the daily maximum IU local limits based on monthly average pass through limits.

Plant Protection Criteria / Allowable Headworks Loading

A summary of the Franklin WWTP protection criteria limit selection is provided in *Appendix I (Table B) and Appendix II (page A-6)*. The *Executive Summary* section of this report identified the pollutants where the calculations produced more stringent plant protection influent limits.

IU Local Limits

The uniform concentration method was used to calculate the IU daily maximum limits. A summary of the Franklin, TN IU local limit selection is provided in *Appendix I (Table A), and Appendix II, pages A-9, A-10, A-15)*. Also, *Appendix I (Table A, page 2)* includes a list of prohibited discharges for herbicides/pesticides, and some other organic compounds (Acetone, Dioxin, and Hexane are included). The IU local limit for mercury is 0.0002 mg/L. Industrial user permits will allow composite samples for mercury with

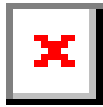
requirement that if any mercury detected, then low level mercury grab samples will have to be collected.

Compatible Pollutants

The Franklin WWTP NPDES Permit requires monitoring for cBOD₅, TSS, ammonia, total nitrogen, and total phosphorus. Currently the City's Sewer Use Ordinance (Title 18, Chapter 2) includes ability to apply surcharges for particular pollutants that exceed threshold concentrations. The current surcharge levels include:

BOD ₅	300 mg/L
TSS	300 mg/L
Ammonia	30 mg/L
Oil & Grease	100 mg/L

This evaluation report includes review of industrial user concentration "limits" for cBOD₅, TSS, oil and grease, ammonia, total nitrogen, and total phosphorus to insure protection of the WWTP. The cBOD₅, TSS, oil & grease, total nitrogen, and total phosphorus calculations are provided in *Appendix II (pages A-11, A-12, and A-13)*.



File #: 20-0449

DATE: November 24, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of Resolution 2020-255, A Resolution To Adopt The City Of Franklin Pretreatment Program Enforcement Response Plan.
WS 11/24/20

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a resolution to adopt the City of Franklin Pretreatment Program Enforcement Response Plan.

BACKGROUND/STAFF COMMENTS:

The Enforcement Response Plan (ERP) acts as a supplement to the City of Franklin Municipal Code and outlines specific actions for enforcement for various levels of noncompliance. The ERP provides defined roles of responsibilities for City personnel and the collection system users and outlines various scenarios of noncompliance that may be encountered and resulting potential enforcement actions.

FINANCIAL IMPACT:

No direct financial impact to the City of Franklin is anticipated.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-255.

RESOLUTION NO. 2020-255

A RESOLUTION ADOPTING THE PRETREATMENT PROGRAM ENFORCEMENT RESPONSE PLAN FOR INDUSTRIAL USERS THAT DISCHARGE INTO THE CITY'S WASTEWATER COLLECTION SYSTEM

WHEREAS, the City of Franklin has several industrial users within its wastewater collection system that discharge industrial strength wastewater from its processes; and

WHEREAS, in its legislative judgment, the Board of Mayor and Aldermen has found that policies that regulate land use and guide the maintenance of the City's infrastructure and the delivery of essential services must be dynamic and modified from time to time to reflect changes in best practices, model codes, land and labor costs, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, the Franklin Board of Mayor and Aldermen have, on behalf of the citizens of Franklin, invested in public water and sanitary sewer systems; and

WHEREAS, the Franklin Board of Mayor and Aldermen have identified that industrial users have the potential to contribute heavily to the wastewater strengths treated at the Water Reclamation Facility; and

WHEREAS, the City of Franklin collection system and the water reclamation facility is operated at an exceptionally high level of service to customers, and revisions to the Code will continue this level of service; and

WHEREAS, the City of Franklin continually strives to be good stewards of the Harpeth River by maintaining the superior quality of water that is discharged to the river.

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

SECTION I: BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Resolution 2020-255, Pretreatment Program Enforcement Response Plan shall be adopted and used in conjunction with Title 18, Chapter 2, Wastewater, for maintenance of the City's wastewater collection system.

SECTION II: BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect on _____, 2021, for the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley, City Attorney



City of Franklin, Tennessee

Pretreatment Program

Enforcement Response Plan

Franklin Water Management

Table of Contents

I.	PURPOSE OF THE ENFORCEMENT RESPONSE PLAN	4
II.	ENFORCEMENT RESPONSE PLAN	4
A.	General.....	4
B.	Magnitude of the Violation.....	4
C.	Duration of the Violation	6
D.	Effect on the Receiving Water	6
E.	Effect on the P.O.T.W.....	6
F.	Compliance History of the User	6
G.	Good Faith of the User.....	7
H.	Responsibility of City Personnel.....	7
1.	Pretreatment Coordinator:	7
2.	Plant Superintendent:	7
3.	Director:	7
4.	Attorney:	7
I.	Emergency Situations.....	7
1.	Considerations in Preparing for Sampling Activities:.....	8
2.	Guidelines for Approved Analytical Procedures:	8
3.	Considerations in Sample Collection and Analysis:	8
4.	Summary:	9
J.	Time Frame for Enforcement Action	9
K.	Recommended Enforcement Response Plan.....	9
L.	Abbreviations/Definitions.....	10
M.	Recommended Time Frames for Enforcement Responses.....	11
III.	ENFORCEMENT RESPONSES.....	11
A.	General.....	11
B.	Notice of Violation	12
C.	Administrative Penalties	12
D.	Administrative Orders.....	13
1.	Cease-and-Desist Orders.....	13
2.	Consent Orders	13

3. Show Cause Hearing	14
4. Compliance Order	14
E. Civil Litigation	15
1. General Conditions	15
2. Consent Decrees	15
3. Injunctions.....	15
4. Civil Penalties and Cost Recovery	15
F. Criminal Prosecution	16
1. General Conditions	16
2. Termination of Sewer Service	16
G. Supplemental Enforcement Responses	17
1. Public Notices.....	17
2. Increased Monitoring and Reporting.....	17
3. Referral to Regulatory Agency	17
Appendix A- Enforcement Response Plan	

I. PURPOSE OF THE ENFORCEMENT RESPONSE PLAN

The objective of the Enforcement Response Plan is to outline the procedures to be followed by representative (s) of the City of Franklin to identify, document, and respond to pretreatment violations. The Enforcement Response Plan provides guidance in selecting initial and follow-up enforcement actions, indicates individual responsibilities for those actions, and specifies appropriate time frames in which to take them. When appropriate, enforcement shall be determined by the City of Franklin Water Management Director or approved designee(s).

To ensure that owners of POTWs (Publicly Owned Treatment Works) develop and implement specific enforcement procedures, the U. S. Environmental Protection Agency (EPA) promulgated on July 24, 1990 (55 Fed. Reg. 30082) to amend the General Pretreatment Regulations to require all POTWs with approved pretreatment programs to develop and implement Enforcement Response Plans.

In accordance with that EPA regulation, the purpose of this Enforcement Response Plan is to bring the City of Franklin into compliance with applicable regulations of the EPA and the Tennessee Division of Water Resources. These applicable regulations include the "General Pretreatment Regulations for Existing and New Sources of Pollution" (40 CFR 403) at the Federal level and the "Tennessee Water Quality Control Act" (69-3-10 1 through 129) at the State level.

II. ENFORCEMENT RESPONSE PLAN

A. General

The enforcement response selected by the City in response to a violation must be appropriate to the severity of the violation and is dependent upon each user and situation. For example, while a telephone call may be an appropriate response for a late report, a POTW upset merits a more stringent response. The City should consider the following criteria when determining a proper response:

- Magnitude of the violation;
- Duration of the violation;
- Effect of the violation on the receiving water;
- Effect of the violation on the POTW;
- Compliance history of the Industrial User; and
- Good faith of the Industrial User.

Since pretreatment enforcement is a matter of strict liability, the knowledge, intent, or negligence of the User should not be taken into consideration except when deciding when to pursue criminal prosecution.

A more detailed explanation of these six criteria is discussed below.

B. Magnitude of the Violation

For the purposes of this Plan, insignificant non-compliance is considered a relatively minor or infrequent violation of pretreatment standards or requirements. These will be usually be responded to with a Notice of Violation (NOV). Examples of violations which may be considered insignificant non-compliance are outlined below. It is important to note that the continued noncompliance of a user's violations listed here may warrant additional enforcement.

- Single failure to file a permit renewal application but remaining in compliance with the expired permit.
- A reported spill with no adverse effects.
- Isolated, minor exceedance of discharge limits.
- Failure to properly sign or certify reports (first instance).
- Missed interim or final compliance deadline by 30 days or less (good cause).
- Filing a late report (less than 5 days late).

Significant non-compliance has been defined by the Environmental Protection Agency (EPA) and the City as violations which meet one or more of the following criteria:

- Chronic violations of wastewater discharge limits, defined here as those in which sixty-six percent (66%) or more of all the measurements taken for the same pollutant parameter taken during a six- (6) month period exceed (by any magnitude) a numeric Pretreatment Standard or Requirement, including Instantaneous Limits;
- Technical Review Criteria (TRC) violations, defined here as those in which thirty-three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six- (6) month period equals or exceeds the product of the numeric Pretreatment Standard or Requirement, including Instantaneous Limits, multiplied by the applicable criteria (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);
- Any other violation of a Pretreatment Standard or Requirement as defined by Section 18-211 (4 and 5) (Daily Maximum, long-term average, Instantaneous Limit, or narrative standard) that the Director determines has caused, alone or in combination with other discharges, Interference or Pass Through, including endangering the health of POTW personnel or the general public;
- Any discharge of a pollutant that has caused imminent endangerment to the public or to the environment, or has resulted in the Directors exercise of its emergency authority to halt or prevent such a discharge.
- Violation by 90 days or more after the scheduled date of a compliance schedule milestone contained in a permit or enforcement order for starting construction, completing construction, or attaining final compliance;
- Failure to provide within forty-five (45) days after the due date, any required reports, including baseline monitoring reports, reports on compliance with categorical Pretreatment Standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- Failure to accurately report non-compliance; or
- Any other violation(s), which may include Best Management Practices, which the Director determines will adversely affect the operation or implementation of the local pretreatment program.

In general, an isolated instance of non-compliance can be met with an informal response or with a NOV. Any significant non-compliance should be responded to with an enforceable order that requires a return to compliance by a specific deadline along with the applicable monetary penalties.

C. Duration of the Violation

Violations (regardless of severity) which continue over prolonged periods of time should subject the Industrial User to escalated enforcement actions. For example, an effluent violation which occurs in two out of three samples over a six-month period or a report which is more than 30 days overdue is considered significant.

The City's response to these situations must prevent extended periods of noncompliance from recurring. EPA recommends issuance of an Administrative Order for chronic violations. If the Industrial User fails to comply with the Administrative Order, the City should assess administrative penalties or initiate judicial action. If the prolonged violation results in serious harm to the POTW; the City should also consider terminating service or obtaining a court order to halt further violations as well as to recover the costs of repairing the damage.

D. Effect on the Receiving Water

One of the primary objectives of the National Pretreatment Program is to prevent pollutants from "passing through" the POTW and entering the receiving stream. Consequently, any violation which results in environmental harm should be met with a severe response. Environmental harm should be presumed whenever an industry discharges a pollutant into the collection system which:

- Passes through the POTW and/or,
- Causes a violation of the POTW's NPDES permit (including water quality standards) and/or.
- Has a toxic effect on the receiving waters (i.e., fish kill, etc.).

At a minimum, a response to any of these circumstances should include an Administrative Order and administrative penalties. In addition, the response should ensure the recovery from the non-compliant User of any NPDES fines and penalties paid by the City. Where authorized, the City may also wish to pursue damages for the destruction or harm to local natural resources. If a User's discharge causes repeated harmful effects, the City may consider terminating service to the User.

E. Effect on the POTW

Some violations may have adverse impacts on the POTW itself resulting in significant increases in treatment cost, interference or harm to POTW personnel, equipment, processes, operations, or cause biosolids contamination resulting in increased disposal costs. These violations should be met with administrative penalties and/or civil penalties and orders to correct the violations in addition to recovery of additional costs and expenses to repair the POTW. For example, if the Industrial User's discharge upsets the POTW or causes an obstruction or explosion which requires additional expenses (e.g. to trace a spill back to its source), the City's response should include cost recovery, civil penalties, and a requirement to correct the condition causing the violation. If a User's discharge causes repeated harmful effects, the City may consider terminating service to the User.

F. Compliance History of the User

A pattern of recurring violations may indicate either that a User's treatment system is inadequate or that the User has taken a casual approach to operating and maintaining its treatment system. These indications should alert the City to the likelihood of future significant violations. Accordingly, User's exhibiting recurring compliance problems should be dealt with appropriately to ensure that consistent compliance is achieved. Compliance history is an important factor for deciding an appropriate remedy to apply to a particular violator.

G. Good Faith of the User

The User's "good faith" in correcting its non-compliance is a factor in determining which enforcement response to invoke. "Good Faith" may be defined as the User's honest intention to remedy its non-compliance as quickly as possible coupled with actions which give support to this intention. Generally, a User's demonstrated willingness to comply should predispose the City to select a less stringent enforcement response. However, good faith does not eliminate the necessity of an enforcement action.

H. Responsibility of City Personnel

Personnel that will administer the Pretreatment Program and Enforcement Response Plan along with their intended role are as follows:

1. Pretreatment Coordinator:
Person primarily responsible for the day-to-day monitoring of compliance status of Industrial User's (IU's). Duties include the following:
 - Schedule sampling events for IU's and the WWTP
 - Implement demand monitoring when deemed necessary
 - Tracking IU information and recommend necessary levels of enforcement
 - Act as the principle liaison between the City and IUs
 - Keep the Director and Plant Superintendent apprised of all developments regarding IU compliance status and perform as the primary source of reference for higher levels of enforcement
 - Issues NOVs for minor and moderate levels of non-compliance.
2. Plant Superintendent:
Supervising role over Pretreatment Coordinator. Assists in determining when cases of non-compliance should be taken to the Director.
3. Director:
At the request of the Pretreatment Coordinator, will institute higher degrees of enforcement (i.e. termination, Administrative Order, civil penalty, criminal prosecution). Will inform the Board of Mayor and Aldermen (B.O.M.A.) of the background and need for such actions. Has authority to issue Cease and Desist orders and/or emergency termination of service when necessary. Presides over Show Cause Hearings.

I. Emergency Situations

In emergency situations, demand monitoring should be initiated immediately by the Pretreatment Coordinator. Demand monitoring is initiated to accomplish one or more of the following:

- Identify or verify (possibly through a sewer line monitoring and/or on-site monitoring) the source of a discharge causing problems with treatment plant operations and/or with meeting the effluent discharge limits.
- Determine the nature, duration, and degree of hazard of the discharge.

- Assist in identifying corrective actions necessary to contain or halt the discharge.
- Gather information needed to follow-up compliance or enforcement actions.

1. Considerations in Preparing for Sampling Activities:

The wide variety of conditions existing at different Industrial Users and different sampling locations require that some judgment be used regarding the methodology and procedure for collecting representative samples of wastewater.

Some general points to be considered in preparing for a sampling visit are:

- The inspectors should know what parameters will be sampled, what types of sample containers and preservatives are needed, and what sample volumes are needed for laboratory analyses.
- The inspectors should know what type of samples will be taken (grab, time-proportional composite, or flow-proportional composite). Sampling and analysis shall be performed as required in the City's Sewer Use Ordinance (Title 18, Chapter 2, Section 18-211 (17)). The inspectors should be aware of process and flow variations, recent shut-downs, etc. (i.e., weekends, holidays, seasonal production).
- Sampling equipment should be calibrated and tested to ensure that it functions properly and that the inspectors are familiar with the operation.
- All sampling "paperwork" should be filled out and all containers properly marked including laboratory sheets, sample tags, marked containers, etc.
- Advance of the number and type of samples expected in order to prevent extended holding times before samples are analyzed and to assist in overall laboratory planning.
- Chain-of-custody tags, sheets, etc. must be readied.

2. Guidelines for Approved Analytical Procedures:

Laboratory analysis required by 40 CFR Part 136 must be followed for all samples, unless otherwise designated by EPA.

3. Considerations in Sample Collection and Analysis:

Samples collected to satisfy reporting requirements must be based on data obtained through appropriate sampling and analysis performed during the period covered by the report, based on data that is representative of conditions occurring during the reporting period. All collected samples must be of such nature that they provide a true and accurate representation of the industry's effluent quality.

Industrial Users and Control Authorities are referred to the following publication, or its most recent version, for a comprehensive discussion of wastewater sampling:

U.S. Environmental Protection Agency, Handbook for Sampling and Sample Preservation of Water and Wastewater. (EPA Publication No. 600/4-82-029. Washington, DC; U.S. Environmental Protection Agency, September 1982. (NTIS Order No. PB83-124503.

This handbook is available from:

National Technical Information Service
U. S. Department of Commerce
5285 Port Royal Road
Springfield, Virginia 22161

4. Summary:

As the foregoing paragraphs indicate, there is a definite need to obtain representative samples and analytical data that are admissible in court. Therefore, for laboratory analyses of industrial self-monitoring samples and samples collected by the Water Management Department, the Pretreatment Coordinator should verify that: (1) the most recently approved sampling techniques issued by EPA and State laboratories are also used by the City Water Management Department and (2) all individual analyses are performed according to the Federal requirements of 40 CFR 136. Outside laboratories used for analyses should be certified or should be checked by the Pretreatment Coordinator.

J. Time Frame for Enforcement Action

In order for an enforcement action to be effective, it must be timely. For an action to be timely, the violation must be detected and responded to promptly after its occurrence. Therefore, review of compliance reports should have a high priority at the time of their submission. Generally, the Pretreatment Coordinator should review Industrial User reports within five (5) days of receipt.

No more than 30 days will be allowed to elapse between the detection of the violation(s) and the initiation of an enforcement response. If the appropriate response is an informal warning or a Notice of Violation, the response time should be much shorter. For example, a Notice of Violation should be sent to the non-compliant User within a week of the violation's detection.

After the initial enforcement response, the City should closely monitor the Industrial User's progress toward compliance. One method to ensure compliance may include increasing the frequency of User self-monitoring. For instance, an Administrative Order may increase self-monitoring from once per quarter to once a month. Similarly, the City's inspections of the User's facility may be increased until consistent compliance is demonstrated. Follow-up compliance activities will begin no later than 30 to 45 days after the initial enforcement response is taken and until sufficient evidence indicates that efforts are being made. If, however, satisfactory progress is not being made, the City will escalate the enforcement response. Such follow-up enforcement actions will be taken within 60 to 90 days of the initial enforcement action.

The City shall maintain records of all supporting documentation regarding the violation and enforcement actions. Such records will be maintained in an Industrial User's file as well as a system file covering violation and enforcement action.

K. Recommended Enforcement Response Plan

Appendix A is the Enforcement Response Plan which will be utilized by the City of Franklin to determine appropriate and objective responses to instances of noncompliance. A column has been added specifying the penalty category each violation falls under. Time frames for enforcement responses are included on the final page of the Enforcement Response Plan.

The Enforcement Response Plan is used as follows:

1. Locate the type of non-compliance in the first column and identify the most accurate description of the violation in column 2;
2. Assess the appropriateness of the recommended response(s) in column 3 and 4 using the criteria of magnitude, duration, effects, compliance history, and good faith;
3. Apply the enforcement response to the Industrial User, specifying corrective action(s) or other responses required of the IU. Column 5 indicates responsible POTW personnel;
4. Track IU's response and follow up with escalated enforcement action if a response is not received within the specified time frame or if the violation continues.

Each type of violation has been categorized and a range of penalties assigned to each category. All penalty assessments are to be assessed per violation per day unless otherwise noted.

- Category 0 = No penalty
- Category 1 = \$50.00 to \$500.00
- Category 2 = \$500.00 to \$1,000.00
- Category 3 = \$1,000.00 to \$5,000.00
- Category 4 = \$5,000.00 to \$10,000.00 and/or direct legal action

Terms and abbreviations used in the Recommended Enforcement Response Plan are defined below. Specific enforcement responses that appear in this plan are described in more detail in a later section of this Document.

L. Abbreviations/Definitions

AO – Administrative Order

CA – City Attorney

Civil Action Litigation – Civil litigation against the Industrial User seeking equitable relief, monetary penalties and actual damages.

Criminal Prosecution – Pursuing punitive measures against an Industrial User and/or organization through a court of law.

D – Director

EPA – United States Environmental Protection Agency

IU – Industrial User

Meeting – Informal compliance meeting with the IU to resolve recurring non-compliance.

NOV – Notice of Violation

PC – Pretreatment Coordinator

Penalty – Monetary penalty assessed by the City using administrative procedures

SV – Significant Violation

Show Cause Hearing – Formal meeting requiring the IU to appear and demonstrate why the City should not take a proposed enforcement action against it. The meeting may also serve as a forum to discuss corrective actions and compliance schedules.

M. Recommended Time Frames for Enforcement Responses

- All violations will be identified and documented within 5 days of receiving compliance information.
- Initial enforcement responses involving contact with the IU and requesting information on corrective or preventative action(s) will occur within 15 days of detection of violation.
- Follow-up action for continuing or recurring violations will be taken within 60 days of initial enforcement response. For all continuing violations, the response will include a compliance schedule.
- Violations which threaten health, property, or environmental quality are considered emergencies and will receive immediate responses such as halting the discharge or terminating service.
- All violations meeting the criteria for significant non-compliance will be addressed with an enforceable order within 30 days of the identification of the significant non-compliance.

III. ENFORCEMENT RESPONSES

A. General

An enforcement response begins when a violation is found to have occurred. Once a violation is identified, the City must determine whether the violation should be considered significant or non-significant. The previous section of this Document discussed factors in making this determination. If the violation is significant, the City must determine the most appropriate response. This response should be proportionate to the violation's severity, promote compliance in a timely manner, and be authorized under State law and the City's Sewer Use Ordinance.

This Section provides an overview of seven types of enforcement responses available to the City. Which response or combination of responses to use depends on the violation's severity, its duration, its effect on the environment and on the treatment plant, and the User's compliance history as well as its good faith in taking corrective action. The seven enforcement responses listed below are described in more detail in the following Section of this Document.

- Notice of Violation
- Administrative penalties
- Administrative Orders
- Civil litigation
- Criminal prosecution
- Termination of sewer service
- Supplemental enforcement responses

It is important to note that all corrective actions taken by the City will be reviewed by the City Attorney for applicability and completeness prior to being given to the IU.

B. Notice of Violation

The most common form of a Notice of Violation (NOV) is an official communication from the City to the non-compliant Industrial User which informs the User that a pretreatment violation has occurred. The NOV is an appropriate initial response to non-significant violations. In case of significant non-compliance, a NOV may also be issued prior to issuing an Administrative Order or pursuing judicial remedies. The NOV's purpose is to notify the Industrial User of the violation(s); it may be the only response necessary in cases of infrequent and generally minor violations. For the purpose of this discussion, the NOV is defined in its basic function: to inform Industrial Users that a pretreatment violation has taken place. If the User does not return to compliance following receipt of the NOV, the City should proceed to more stringent enforcement measures.

The NOV is issued for relatively minor or infrequent violations of pretreatment standards and requirements. The NOV will allow the Industrial User the opportunity to correct non-compliance on their own initiative. NOV's are official communications (either through email or mail) and may be followed up with more stringent actions if not resolved.

C. Administrative Penalties

An administrative penalty is a monetary penalty assessed by the City for violations of pretreatment standards and requirements. Administrative penalties differ from court determined civil penalties since administrative penalties are assessed by the City directly and do not require court intervention unless the User contests the action or refuses to pay the penalties. Administrative penalties are punitive in nature and are not related to a specific cost borne by the City. Instead, administrative penalties capture the full or partial economic benefit of non-compliance and deter future violations.

Administrative penalties are an enforcement response when a Notice of Violation or an Administrative Order has not encouraged a return to compliance. Whether an administrative penalty is an appropriate response to non-compliance also depends greatly on the circumstances surrounding the violation. When using this enforcement response, either singly or in conjunction with another response (e.g., and Administrative Order requiring the Industrial User to take steps to return to compliance), the City will consider the following factors:

- The type and severity of the violation;
- The number of violations cited;
- The impact of the violation on the POTW and the environment (e.g., whether the violation caused pass-through or interference);
- Whether the Industrial User derived any economic benefit or savings from the non-compliance;
- The compliance history of the User;
- Whether the User is making good faith efforts to restore compliance; and
- Other policy considerations normally involved in an enforcement decision.

Instances when administrative penalties are particularly appropriate include:

- When the Industrial User remains in non-compliance after receiving repeated NOV's.
- When the Industrial User violates the terms of an Administrative Order (such as failing to meet a compliance schedule deadline).

Guidance on the amount of administrative penalties is contained in Section II, K. and Appendix A- Enforcement Response Plan.

D. Administrative Orders

Administrative Orders (AOs) are enforcement documents that will direct Industrial Users to undertake or to cease specified activities. As described in the Sewer Use Ordinance, the terms of AOs may or may not be negotiated with Industrial Users. Administrative Orders are the first formal response to significant non-compliance (unless judicial proceedings are more appropriate) and may incorporate compliance schedules, administrative penalties, and termination of service orders. This Section focuses on the City's four types of Administrative Orders:

1. Cease-and-desist orders
2. Consent orders
3. Show cause orders
4. Compliance orders

The circumstances of an Industrial User's non-compliance dictate the type of order needed to achieve a return to compliance. No single type of AO is appropriate for all situations and, even when a particular order is the best choice. The City may use more than one type of order when responding to a particular instance of non-compliance. For example, an Industrial User which discharges a slug load may be issued an order which requires the Industrial User to cease and desist and to show cause (i.e., to appear before the City and explain why more severe enforcement actions should not be taken).

1. Cease-and-Desist Orders

A cease-and-desist order directs a non-compliant User to cease illegal or unauthorized discharges immediately or to terminate its discharge altogether. A cease-and-desist order shall be used where the discharge causes interference or pass-through or otherwise creates an emergency situation. The order may be issued immediately upon discovery of the problem or following a hearing. In an emergency, the order to cease and desist may be given by telephone. However, a subsequent written order will be served on the Industrial User, either in person or by certified mail. If necessary, the City may order immediate cessation of any discharge to its collection system, regardless of a User's compliance status. In non-emergency situations, the cease-and-desist order may be used to suspend or permanently revoke industrial waste-water discharge permits. If the User fails to comply with the order, the City may take independent action to halt the discharge, such as terminating water service or blocking the User's connection point.

2. Consent Orders

The consent order combines the force of an AO with the flexibility of a negotiated settlement. The consent order is an agreement between the City and the industrial User normally containing three elements:

- Compliance schedules;
- Stipulated penalties or remedial action; and
- Signatures of the City and industry representatives.

A consent order is issued when the User assumes responsibility for its non-compliance and is willing (in good faith) to correct its cause(s).

The consent order shall address every identified deficiency in the User's compliance status at the time of the order. An example of the detail needed in a consent decree is as follows:

- Obtain the services of a licensed professional engineer specializing in wastewater pretreatment to design a pretreatment system.
- Submit plans of the proposed pretreatment system to the City and to the State for review and approval.
- Install a pretreatment system.
- Achieve compliance with the limits established in the City's ordinance within a stipulated time period or by a stipulated calendar date.
- Pay a dollar amount per day for each day the User fails to comply with any of the requirements/deadlines contained in the order, or written demand of the City.
- Notify the City and State of any failure to comply with deadlines set forth in the order, within one working day after expiration of the deadline, in writing, and describe the reason(s) for failure, additional amounts of time to complete the necessary work, and steps to be taken to avoid further delays.

3. Show Cause Hearing

An order to show cause directing the User to appear before the City, explain its non-compliance, and show cause why more severe enforcement actions against the User should not go forward. The order to show cause is typically used after informal contacts or Notice of Violation have failed to resolve the non-compliance. However, the show cause hearing can be also used to investigate violations of previous orders. Such show cause hearing should be conducted by the City Administrator assisted by the City Attorney.

4. Compliance Order

A compliance order directs the User to achieve or restore compliance by a date specified in the order. It is issued unilaterally and its terms need not be discussed with the industry in advance. The compliance order is issued, when non-compliance cannot be resolved without construction, repair, or process changes. Compliance orders are used to require Industrial Users to develop management practices, spill prevention programs and the City's related pretreatment requirements.

The compliance order should document the non-compliance and state required actions to be accomplished by specific dates, including interim and final reporting requirements.

Once these milestones are set, the City will monitor the User's performance against these milestones and escalate its enforcement response as needed.

The objective of the compliance order is to set forth corrective action to be undertaken and to indicate penalties which are automatically triggered in the event that the User fails to comply with an established compliance schedule.

E. Civil Litigation

1. General Conditions

Civil litigation is a formal process of filing lawsuits against Industrial Users to secure court ordered action to correct violations and to secure penalties for violations including the recovery of costs to the POTW for the non-compliance. The term "civil litigation" also includes enforcement measures which require involvement or approval by the courts, such as injunctive relief and settlement agreements. Civil litigation is similar to criminal prosecution in that it requires full involvement and cooperation of the City Attorney and may result in court trials of Industrial Users and assessment of penalties.

Civil litigation is an appropriate enforcement response in three general situations:

- Emergency situations where injunctive relief is necessary to halt or prevent discharges which threaten human health or the environment or interfere with the POTW;
- When efforts to restore compliance through cooperation with the Industrial User have failed and a court supervised settlement (consent decree) is necessary to enforce program requirements; or
- To impose civil penalties and recover losses incurred due to the non-compliance.

As set forth below, there are several approaches that can be pursued in the civil litigation process. These approaches are provided herein to present a brief discussion of the process.

2. Consent Decrees

Consent decrees are agreements between the City and the Industrial User reached after a lawsuit has been filed. To be binding, the decree must also be signed by the judge assigned to the case. Consent decrees are used when the violator is willing to acknowledge and correct the noncompliance and the City and the violator agree on the penalty.

3. Injunctions

Injunctions are court orders which direct parties to do something or refrain from doing something. The City should seek injunctive relief if the delays involved in filing suit or taking other action would result in irreparable harm. The Federal General Pretreatment Regulations require the City to have authority and procedures to immediately and effectively halt or prevent any discharge of pollutants which reasonably appears to present an imminent danger-to the health or welfare of persons.

4. Civil Penalties and Cost Recovery

Civil litigation (via a full trial process) may be necessary to recover costs associated with non-compliance and to impose civil penalties. A successful civil suit may force the Industrial User to pay for all expenses which the City incurred in responding to the non-compliance, including restoration of the POTW, payment for medical treatment of injured employees, and indemnification of the City for all penalties

assessed against it for NPDES permit violations. Since amounts recoverable as administrative penalties by the City could be less than those imposed as civil penalties against the City, the City may be forced to sue Users to recover costs imposed by their violation of the City's NPDES permit.

F. Criminal Prosecution

1. General Conditions

Criminal prosecution is the formal process of charging individuals and/or organizations with violations of ordinance provisions that are punishable by penalties and/or imprisonment. The purposes of criminal prosecution are to punish non-compliance established through court proceedings and to deter future non-compliance.

Examples of criminal prosecution include:

- Violations of the ordinance.
- Violations of sewer connection permits or industrial wastewater discharge permits including such items as construction of unauthorized connection points, discharge in excess of permit limits, or failure to submit self-monitoring reports.
- Violations of Administrative Orders issued to implement pretreatment program requirements (such as orders to cease and desist illegal discharges of show cause orders).
- Violations of regulations which implement general grants of authority in the ordinance.
- Failure to notify the City of unauthorized discharges.
- Submittal of falsified information.
- Violations which continue for more than one day are considered separate and distinct offenses.

2. Termination of Sewer Service

Termination of service is the revocation of an Industrial User's privilege to discharge industrial wastewater into the City's sewer system. Termination may be accomplished by physical severance of the industry's connection to the collection system, by issuance of an Administrative Order which compels the User to terminate its discharge, or by a court ruling.

Termination of service is an appropriate response to industries which have not responded adequately to previous enforcement responses. When the City must act immediately to halt or prevent a discharge which presents a threat to human health; the environment or the POTW, cease-and-desist orders and termination of service are the only appropriate responses. Unlike civil and criminal proceedings, termination of sewer service is an administrative response which can be implemented directly by the City.

Assuming other enforcement responses are unsuccessful, some of the types of violations that terminate services which may be considered are:

- Unpermitted discharge(s) which violate the POTW's NPDES permit or which create a dangerous situation threatening human health, the environment, or the treatment plant;
- Discharge(s) that exceed local or categorical discharge limits and result in damage to the environment;
- Slug loads causing damage to human health;
- Failure of the Industrial User to notify the City of effluent limit violations or slug discharge which resulted in environmental or P01W damage;
- Complete failure of the Industrial User to sample monitor or report as required by an Administrative Order;
- Failure of the Industrial User to install required monitoring equipment per the condition of an Administrative Order; and
- Major violation of a permit condition or Administrative Order accompanied by evidence of negligence or intent.

G. Supplemental Enforcement Responses

1. Public Notices

According to EPA regulations, the City must comply with the public participation requirements of 40 CFR Part 25. Among these requirements is annual publication of a list of Industrial Users which were significantly violating applicable pretreatment standards or requirements [see 40 CFP 403.8(f) (2) (vii)]. Publication of this list is intended to satisfy the public's right to know of violations affecting its immediate environment and causing additional expenditures of public funds to operate and maintain the treatment system.

2. Increased Monitoring and Reporting

Generally, Industrial Users demonstrating a history of non-compliance should be subject to increased surveillance. Since recurring violations indicate that at least one chronic problem exists at the facility, the City should monitor the User closely and require additional User self-monitoring until the problem is corrected and consistent compliance is demonstrated.

3. Referral to Regulatory Agency

The City has the option to take independent enforcement action it deems necessary, however, the City may refer the matter to the Tennessee Division of Water Resources or EPA.

Appendix A – Enforcement Response Plan

City of Franklin, TN Pretreatment Program

Unauthorized Discharge (no permit)				
Non-compliance	Nature of Violation	Category	Enforcement Response(s)	Personnel
Unpermitted Discharges	IU unaware of requirement; no harm to POTW or environment	0	Phone call; NOV with application form	PC
	Harm to POTW or environment (significant non-compliance)	3	-AO and penalty -Civil action, termination of service	PC D
	Failure to apply, continues after notification by POTW	4	-Civil Action -Criminal Prosecution -Terminate Service	D D D
Failure to renew permit	IU has not submitted application within 10 days of due date	0	Phone Call; NOV	PC

Discharge Permit Violation				
Non-compliance	Nature of Violation	Category	Enforcement Response(s)	Personnel
Exceedance of local, state, or federal standard	Isolated, not significant	0	Phone call; NOV	PC
	Isolated, significant (no harm)	1	AO to develop spill prevention plan (if not previously submitted) and penalty	PC
	Isolated, harm to POTW or environment	3	-Show cause order -Civil action	PC,D D
	IU has not submitted application within 10 days of due date	0	Phone Call; NOV	PC
	Recurring, no harm to POTW or environment	2	AO and penalty	PC
	Recurring, significant (harm to POTW or environment)	4	-AO with penalty -Show Cause Hearing -Civil Action -Terminate service	PC PC,D D D

Monitoring and Reporting Violations				
Non-compliance	Nature of Violation	Category	Enforcement Response(s)	Personnel
Reporting Violation	Report improperly signed or certified	0	Phone call; NOV	PC
	Report improperly signed or certified after notification by POTW	1	-AO and penalty -Show Cause Hearing	PC PC,D
	Isolated, not significant (5 days late)	0	Phone call; NOV	PC
	Significant (> 5 days late)	1	AO to submit with penalty for each additional day	PC
	Report repeatedly late; Failure to submit (significant non-compliance)	3 or 4	-AO with penalty -Show Cause Hearing -Civil Action	PC PC,D D
	Failure to report spill or discharge changes (no harm)	0 or 1	NOV	PC
	Failure to report spill or discharge changes (harm)	2 or 3	-AO with penalty -Civil action	PC D
	Repeated failure to report spills	4	-Show Cause Hearing -Terminate service	PC,D D
	Falsification	4	-Criminal prosecution -Terminate service	D D
Failure to monitor correctly	Failure to monitor all permit required pollutants	1	NOV or AO	PC
	Recurring failure to monitor	2	-AO with penalty -Civil action	PC D
Improper sampling	No evidence of intent	0	NOV	PC
	Evidence of intent	4	-Criminal prosecution -Terminate service	D D
Failure to install monitoring equipment	Delay of less than 30 days	0	NOV	PC
	Delay of more than 30 days	2	-AO to install with penalty for each additional day -Civil action	PC D
	Recurring, violation of AO	3 or 4	-Civil action -Criminal prosecution -Terminate service	PC D D

Monitoring and Reporting Violations (contd.)				
Permit compliance schedule	Missed milestone less than 30 days, will not affect final milestone	0	NOV	PC
	Missed milestone more than 30 days, will affect final milestone (good cause)	1	AO and penalty	PC
	Missed milestone more than 30 days, will affect final milestone (no good cause)	3	-Show Cause Hearing -Civil action -Terminate service	PC,D D D
	Recurring violation or violation of AO schedule	4	-Civil action -Criminal prosecution -Terminate service	D D D

Other Permit Violations				
Non-compliance	Nature of Violation	Category	Enforcement Response(s)	Personnel
Wastestream diluted in lieu of pretreatment	Initial violation	1 or 2	AO and penalty	PC
	Recurring	3	-Show Cause Hearing -Terminate service	PC,D D
Failure to mitigate non-compliance or halt production	Does not result in harm	2	NOV	PC
	Does result in harm	4	-AO and penalty -Civil action	PC D
Failure to properly operate and maintain facility	Does not result in harm	1	NOV	PC
	Does result in harm	3	-AO and penalty -Civil action	PC D

Violations Detected During Site Visit				
Non-compliance	Nature of Violation	Category	Enforcement Response(s)	Personnel
Entry Denial	Entry delayed or denied or consent withdrawn; copies of records denied	2	Obtain warrant and return to IU -NOV and penalty	PC
Illegal discharge (violation of general discharge prohibitions)	No harm to POTW or environment	2	AO with penalty	PC
	Causes harm or evidence of intent and/or negligence	3	-Civil action -Criminal prosecution -Terminate service	D D D

	Recurring, violation of AO	4	-Terminate service -Civil action	D D
Violations Detected During Site Visit (contd.)				
Improper Sampling	Unintentional sampling at incorrect location	0	NOV	PC
	Unintentionally using incorrect sample type	0	NOV	PC
	Unintentionally using incorrect sample technique	0	NOV	PC
	Recurring (2 consecutive sample periods)	2	AO and penalty	PC
	Recurring (3 or more sample periods without corrective action)	3	-AO and penalty -Civil action	PC D
Inadequate record keeping. Failure to mitigate non-compliance	Files incomplete or missing (no evidence of intent)	0	NOV	PC
	Recurring	2	AO and penalty	PC
Failure to report additional monitoring	Inspection finds additional files (unintentional)	1	NOV	PC
	Recurring (considered falsification)	3	AO and penalty	PC



File #: 20-01490

DATE: December 17, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Brad Wilson, Facilities Project Manager

SUBJECT:

Consideration Of Change Order 13 To COF Contract No. 2018-0259 With Southland Constructors, The Reworking Of The HVAC System EMS Side From A 4 Ton To A 6 Ton Dual Climate System At Fire Station 7.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) to consider Change Order Number 13, that made a change to the HVAC system located on county EMS side of the facility regarding tonnage and size and type of unit. The request is to amend the contract with Southland Constructors, Inc.

BACKGROUND/STAFF COMMENTS:

On December 11, 2018 Resolution 2018-106 was approved by the Board entering into an agreement with Southland Constructors, Inc. for the construction of Fire Station number 7. On February 18, 2019, a Notice to Proceed was sent to Southland Constructors with the approval to begin the project. During the time of construction and the period for "roughing in" building systems, it was determined that the HVAC system need to be reworked to adequately serve both the City Fire and Emergency Medical Services (EMS) components of the Fire Station 7.

FINANCIAL IMPACT:

The total bid award for Fire Station 7 was \$5,540,000. The additional cost associated with the proposed Change Order #13 is \$19,815.70 and will be entirely an expense to Williamson County as it relates to the HVAC unit that serves the EMS component of Fire Station 7..

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Change Order 13 to COF Contract No. 2018-0259.

**SouthLand Constructors, Inc**1587 Mallory Lane Suite 100
Brentwood, TN 37027P: 6153090365
F: 6153090475**AIA® Document G701™ — 2001****PROJECT:**FRANKLIN FIRE DEPARTMENT STATION 7
911 Brunacini Way
Franklin, TN 37064

CHANGE ORDER NUMBER: 13

DATE: 10/20/2020

ARCHITECT PROJECT NUMBER: 17030

Owner:
Architect
Contractor
Field
Other**TO CONTRACTOR:**SouthLand Constructors, Inc
1587 Mallory Lane Suite 100
Brentwood, Tennessee 37027

CONTRACT DATE: 12/06/2018

CONTRACT FOR: FRANKLIN FIRE DEPARTMENT STATION 7, TN

Change Order Item Description**Amount**

- | | | |
|---|---|--------------|
| 1 | Changing 4 ton CU to 6 ton 3/phase unit to provide dual climate control in all areas as per Fire Station side design. | \$1,148.00 |
| 2 | Installation of 6' x 10' x 6" concrete Exterior pad for the relocation of the 6-Ton CU to the inset outside the sleep rooms on the EMS side. Includes grading, form, pour and broom finish with wire mesh reinforcement.

Labor - 2 days for 3 men @ \$45 per m/hr \$2160.00

Materials - Form Materials 24 Inft, 4,000 PSI Concrete with Air, 2 cu yds (short load charge and delivery fee), Expansion Joint material and cap with caulking, Sealer \$450.00

Equipment - Crew Truck, Skid Steer \$250

OH& P 443.00 | \$3,303.00 |
| 3 | Exchange 4-ton CU single phase unit with 6-ton CU 3/phase unit

:Labor - \$665.48

Materials - 6-ton unit \$7480.35, Branch Box \$3581.22, Ball Valves (16 each) \$ 1398.40, Hanging materials \$60.09, Misc Piping materials \$ 191.19 = \$12, 711.25

Equipment - Tools and Truck \$110, Scissor Lift \$ 55.00, Controls \$ 1839.00 = \$2004.00

OH & P - \$2,384.01

Total is \$ 17,764.73

Credit from Colby \$ 2,067.73

Revised total is \$15,697.00 | \$15,697.00 |
| 4 | Electrical for changing location of CU and from single phase to 3 phase

Break down is attached. | \$3,933.91 |
| 5 | Credit from Trane for Items discussed with Architect/Engineer and Trane Corporate. | (\$4,266.21) |

The original Contract Sum was

\$ 6,671,000.00

The net change by previously authorized Change Orders

\$ 42,000.00

The Contract Sum prior to this Change Order was

\$ 6,713,000.00

The Contract Sum will be increased by this Change Order in the amount of

\$ 19,815.70

The New Contract Sum, including this Change Order, will be

\$ 6,732,815.70

The Contract Time will be increased by Thirty (30) days

The date of Substantial Completion as of the date of this Change Order, therefore, is 545 days from original NTP.

NOTE: this Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER

Renaissance Group
ARCHITECT (Firm Name)
9700 Village Circle
Suite 100
Lakeland TN, 38002
ADDRESS

Michael E. Tray
BY: (Signature)

10/21/2020
DATE:

SouthLand Constructors, Inc
Contractor (Firm Name)
1587 Mallory Lane Suite 100
Brentwood TN, 37027
ADDRESS

Chad Elks
 BY: (Signature)

10/16/2020 10:45 AM
DATE:

The City of Franklin, Tennessee
Owner (Firm Name)
109 Third Avenue South
Franklin TN, 37064
ADDRESS

[Signature]
BY: (Signature)

10/21/2020
DATE:

This document has been digitally signed, verified and a record log maintained by third party internet hosting service as per the Electronic Records and Signatures in Commerce Act.



SouthLand Constructors, Inc

1587 Mallory Lane Suite 100
Brentwood, TN 37027

P: 6153090365
F: 6153090475

AIA® Document G701™ — 2001

PROJECT:

FRANKLIN FIRE DEPARTMENT STATION 7
911 Brunacini Way
Franklin, TN 37064

CHANGE ORDER NUMBER: 14

DATE: 10/20/2020

Owner:
Architect
Contractor
Field
Other

TO CONTRACTOR:

SouthLand Constructors, Inc
1587 Mallory Lane Suite 100
Brentwood, Tennessee 37027

ARCHITECT PROJECT NUMBER: 17030

CONTRACT DATE: 12/06/2018

CONTRACT FOR: FRANKLIN FIRE DEPARTMENT STATION 7, TN

Change Order Item Description

Amount

#	Change Order Item Description	Amount
1	Work Required for the relocation of the site generator due to grading/topographical conditions of where unit was to be constructed originally. Breakdown of cost is as follows: Electrical \$38,542.47, Site work/Grading \$9550.00, Additional concrete work \$19,556.00, Masonry Credit (\$30,109.00), Fencing credit (\$ 3,600.00), Steel Credit (\$36.00), General conditions \$11,000.00	\$47,195.79

The original Contract Sum was

\$ 6,671,000.00

The net change by previously authorized Change Orders

\$ 61,815.70

The Contract Sum prior to this Change Order was

\$ 6,732,815.70

The Contract Sum will be increased by this Change Order in the amount of

\$ 47,195.79

The New Contract Sum, including this Change Order, will be

\$ 6,780,011.49

The Contract Time will be increased by Thirty (30) days

The date of Substantial Completion as of the date of this Change Order, therefore, is 545 days from original NTP.

NOTE: this Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER

Renaissance Group
ARCHITECT (Firm Name)

9700 Village Circle
Suite 100
Lakeland TN, 38002

ADDRESS

BY: (Signature)

SouthLand Constructors, Inc
Contractor (Firm Name)

1587 Mallory Lane Suite 100
Brentwood TN, 37027

ADDRESS

Chad Elks

Verified

BY: (Signature)

The City of Franklin, Tennessee
Owner (Firm Name)

109 Third Avenue South
Franklin TN, 37064

ADDRESS

BY: (Signature)



File #: 20-01489

DATE: December 17, 2020

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Brad Wilson, Facilities Project Manager

SUBJECT:

Consideration Of Change Order 15 To COF Contract No. 2018-0259 To Amend The Contract With Southland Constructors, Inc For A Total Of Seven Weather Delays For Fire Station 7.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) regarding the proposed amendment adding seven additional weather days to the construction contract for Fire Station 7.

BACKGROUND/STAFF COMMENTS:

Due to weather conditions over the past year the General Contractor for Fire Station 7 (Southland Constructors) is requesting the addition of seven weather days for the project. Staff has reviewed the requests and has determined that this is a justified change order.

FINANCIAL IMPACT:

The financial impact to the project is \$6,533.31 and will be funded by the Facilities Tax Fund. Williamson County, our partner with this project, will contribute their prorated share of the cost of 12% (\$784.00).

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Change Order 15 to COF Contract No. 2018-0259.

**SouthLand Constructors, Inc**1587 Mallory Lane Suite 100
Brentwood, TN 37027P: 6153090365
F: 6153090475**AIA® Document G701™ — 2001****PROJECT:**FRANKLIN FIRE DEPARTMENT STATION 7
911 Brunacini Way
Franklin, TN 37064

CHANGE ORDER NUMBER: 15

DATE: 10/20/2020

Owner:
Architect
Contractor
Field
Other

ARCHITECT PROJECT NUMBER: 17030

TO CONTRACTOR:SouthLand Constructors, Inc
1587 Mallory Lane Suite 100
Brentwood, Tennessee 37027

CONTRACT DATE: 12/06/2018

CONTRACT FOR: FRANKLIN FIRE DEPARTMENT STATION 7, TN

Change Order Item Description**Amount**

- | # | Change Order Item Description | Amount |
|---|--|------------|
| 1 | We are requesting 7 additional days as per the documents and substantiated by NOAA documents for 7 additional days due to inclement weather. Per our agreed unit rate of \$933.33 per day for a total of 6,533.31. | \$6,533.31 |

The original Contract Sum was

\$ 6,671,000.00

The net change by previously authorized Change Orders

\$ 109,011.49

The Contract Sum prior to this Change Order was

\$ 6,780,011.49

The Contract Sum will be increased by this Change Order in the amount of

\$ 6,533.31

The New Contract Sum, including this Change Order, will be

\$ 6,786,544.80

The Contract Time will be increased by Seven (7) days

The date of Substantial Completion as of the date of this Change Order, therefore, is 522 days from original NTP.

NOTE: this Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER

Renaissance Group
ARCHITECT (Firm Name)9700 Village Circle
Suite 100
Lakeland TN, 38002

ADDRESS

BY: (Signature)

DATE:

SouthLand Constructors, Inc
Contractor (Firm Name)1587 Mallory Lane Suite 100
Brentwood TN, 37027

ADDRESS

Chad Elks

Verified

BY: (Signature)

10/16/2020 10:45 AM

DATE:

The City of Franklin, Tennessee
Owner (Firm Name)109 Third Avenue South
Franklin TN, 37064

ADDRESS

BY: (Signature)

DATE:



File #: 20-01200

DATE: December 16, 2020
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks

SUBJECT:

Consideration Of COF Contract No. 2020-0244, Between The City Of Franklin And Friends Of Franklin Parks, Inc., Lease Agreement For Event Spaces At The Park At Harlinsdale Farm.
CIC 12/10/20, 4-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Consideration Of COF Contract No. 2020-0244 lease agreement between the City of Franklin and Friends of Franklin Parks, Inc for the initial term of the lease at the Park at Harlinsdale Farm for twenty (20) years commencing on the execution of the agreement and may be renewed for an additional five (5) year term.

BACKGROUND/STAFF COMMENTS:

In considering COF Contract No. 2020-0244, it may be best to recap the last eight years the City's relationship with Friends of Franklin Parks. Under the leadership umbrella of Franklin Tomorrow in 2011, the Friends of Franklin Parks organization began to take shape with a collection of volunteers devoted to making the Franklin's Parks system better. In 2012, Friends of Franklin Parks, LLC, and the City of Franklin signed a Memorandum of Understanding to further the mission of Friends of Franklin Parks, which is to "cultivate stewardship within our community to preserve our cultural and natural resources, enhance the park experience and expand its legacy for future generations." The group met regularly and held a fundraiser, "Raise the Roofs," in June 2012 which generated attention and support for the Park at Harlinsdale Farm. In 2013, Friends received approval to begin design for a multi-purpose equestrian arena for the purpose of increasing citizen usage of the facility, bring additional tax dollars to the City of Franklin and Williamson County through associated tourism and event activity, offer educational opportunities, and provide a mechanism for returning the horse to the Park at Harlinsdale Farm. In 2014 and 2015, the City approved the design and construction began on what is known today as the Tractor Supply Company (TSC) Arena at the Park at Harlinsdale Farm.

Today, the arena houses arena polo, multi-discipline horse shows, 4th of July concerts, one of performance areas for the Pilgrimage festival, and numerous educational events for all ages. The goal is to continue the momentum and enter into a twenty (20) years lease commencing on the execution of the Agreement that may be renewed for an additional five (5) year term ("Renewal Period") if agreed to by the parties so long as written notice of renewal is given by the Lessee to the

City within ninety (90) days of the expiration of the Initial Period. Friends of Franklin Parks would pay a monthly rental fee for the eight (8) acres of land including the arena. This area also allows for the Friends of Franklin Parks organization in conjunction with the Parks Department to begin restoration efforts on the historic Hayes Home. An amendment to the new lease would come at a later date once restoration begins and would mirror the process currently being considered.

FINANCIAL IMPACT:

Consideration Of COF Contract No. 2020-0244, includes the following language: (Friends of Franklin Parks, LLC) Lessee agrees to pay, and shall pay to the City, payments in the amounts as dictated in the Rental Fee Chart (see attachment). Each rental year, the rent shall increase three and one half percent (3.5%). Due to present circumstances regarding the COVID-19 Pandemic, rental payments shall begin on March 1, 2021. Should present conditions change, and Lessee is able to begin holding events, the Parks Director shall have the authority to commence rental payments at an earlier date and shall notify Lessee of the commencement date Thirty (30) days prior to the initial payment.

Friends of Franklin Parks agrees that the City retains the right to make periodic revisions to the rental fees every three (3) years if the associated costs of lease requires it. City will notify Friends of Franklin Parks, LLC in writing of any increases within sixty (60) days of any such increase. In the event of any such increase, Lessee shall have the right to terminate this Lease by written notice to City within sixty (60) days of Lessee's receipt of such notification.

The lease will be a 60%-40% split with the City (60%) and Friends (40%) with the City maintaining the property and the arena while Friends of Franklin Parks operates the concession stand, boarding barn and pay a monthly rental fee to the City for their proportionate share of the 8-acres.

RECOMMENDATION:

Staff recommends the Board of Mayor and Aldermen approve COF Contract No. 2020-0244.

Friends of Franklin Parks 8-Acre Arena Site Monthly Rent Based on 60% (City)-40% (Friends of Franklin Parks) Split				<i>"Estimated Cost" Charged to FOFP for Additional Park Staffing & Grand Total Based on Previous 5-Years of Events Onsite</i>		
Fiscal Year	Monthly Rent w/ 3.5% Increase	Percentage of Increase	Yearly Total	Estimated Average OT with 3% Increase		Estimated Yearly Grand Total
2020-21	\$ 1,236.82	3.5%	\$ 14,842	3%	\$ 2,500.00	\$ 17,341.87
2021-22	\$ 1,280.11	3.5%	\$ 15,361	3%	\$ 2,575.00	\$ 17,936.33
2022-23	\$ 1,324.91	3.5%	\$ 15,899	3%	\$ 2,652.25	\$ 18,551.23
2023-24	\$ 1,371.28	3.5%	\$ 16,455	3%	\$ 2,731.82	\$ 19,187.26
2024-25	\$ 1,419.28	3.5%	\$ 17,031	3%	\$ 2,813.77	\$ 19,845.15
2025-26	\$ 1,468.95	3.5%	\$ 17,627	3%	\$ 2,898.19	\$ 20,525.67
2026-27	\$ 1,520.37	3.5%	\$ 18,244	3%	\$ 2,985.13	\$ 21,229.57
2027-28	\$ 1,573.58	3.5%	\$ 18,883	3%	\$ 3,074.68	\$ 21,957.68
2028-29	\$ 1,628.66	3.5%	\$ 19,544	3%	\$ 3,166.93	\$ 22,710.82
2029-30	\$ 1,685.66	3.5%	\$ 20,228	3%	\$ 3,261.93	\$ 23,489.87
2030-31	\$ 1,744.66	3.5%	\$ 20,936	3%	\$ 3,359.79	\$ 24,295.70
2031-32	\$ 1,805.72	3.5%	\$ 21,669	3%	\$ 3,460.58	\$ 25,129.25
2032-33	\$ 1,868.92	3.5%	\$ 22,427	3%	\$ 3,564.40	\$ 25,991.47
2033-34	\$ 1,934.33	3.5%	\$ 23,212	3%	\$ 3,671.33	\$ 26,883.35

***Overtime calculation is an estimate based on the average OT hours in previous years. Actual OT will be billed as accrued and will be separate from monthly rent charge.

LEASE AGREEMENT FOR EVENT SPACES AT THE PARK AT HARLINSDALE FARM
COF Contract No. 2020-0244

This Lease Agreement ("Agreement") is made this ____ day of _____, 2020 by and between the City of Franklin, Tennessee ("City") and Friends of Franklin Parks, Inc., a Tennessee not for profit corporation ("Lessee").

RECITALS

WHEREAS, the City owns, operates and maintains certain facilities for equestrian & special events and other public uses, which facilities are generally known as the Park at Harlinsdale Farm ("Harlinsdale Farm"), 239 Franklin Road, Franklin, Tennessee within the City's corporate limits; and

WHEREAS, the City desires to make available to Lessee, and Lessee desires to use a portion of Harlinsdale Farm, which will include designated amenities ("Leased Premises") as indicated in Exhibit A, for programs under the direction of the Lessee; and

WHEREAS, the City and Lessee acknowledge that there exists a Master Plan adopted by the City setting forth the anticipated uses of Harlinsdale Farm; and

WHEREAS, the City and Lessee acknowledge that there exists on Harlinsdale Farm a Conservation Easement ("Conservation Easement"), which was granted by the City to The Land Trust for Tennessee, Inc., for the purpose of permanently conserving the Conservation Values of Harlinsdale Farm; and

WHEREAS, the City and Lessee desire to enter into a Lease Agreement which will honor both the Master Plan and the Conservation Easement.

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, and for the good and valuable consideration, the parties hereto agree as follows:

I. RENTAL AGREEMENT

1. The parties acknowledge the above-stated recitals, and they are incorporated into this Agreement as if fully stated herein.
2. Leased Premises. Lessee hereby leases from the City those portions of The Park at Harlinsdale Farm as shown generally on the attached Exhibit A, including the improvements located or to be located thereon (the "Leased Premises").
3. Lease Terms. The initial term of the lease ("Initial Period") shall be twenty (20) years commencing on the execution of the Agreement and may be renewed for an additional five (5) year term ("Renewal Period") if agreed to by the parties so long as written notice of renewal is given by the Lessee to the City within ninety (90) days of the expiration of the Initial Period.

4. Use of Leased Premises. Lessee shall have the right to occupy and use the Leased Premises for events contained solely within the Leased Premises consistent with the Master Plan and Conservation Easement on the attached Exhibit B. Lessee shall use and occupy the Leased Premises in a safe and careful manner and in compliance with all applicable laws, rules, and regulations prescribed by the City and other governmental authorities as may be in force and effect during the term of this Lease. Lessee shall coordinate the use of the Leased Premises by organizations and individuals on a daily usage basis for events and programs and subject to the Special Events Application which is attached as Exhibit C.
5. Subleasing of Leased Premises. In connection with its use of the Leased Premises, the Lessee may, at its election, lease portions of the Leased Premises to third parties for any lawful purpose pursuant to such rental agreement and rental fee structure as Lessee may elect; provided, however, that no such sublease shall be made to any "for profit" entity for a period exceeding thirty (30) days.
6. Covenant Not to Injure; Renovations and Alterations. Lessee shall not do any act or suffer any act done on Lessee's behalf or for Lessee's benefit, or with Lessee's permission during the term of this Agreement, which will in any way deface, alter or injure any part of the Leased Premises, excepting normal wear and tear. Lessee shall allow no lien to be placed against the Leased Premises or any buildings located on the Leased Premises. All alterations, additions, repairs, replacements, and improvements made to or upon the Leased Premises shall be deemed to be part of the Leased Premises and shall become property of the City upon the expiration or termination of this Lease; provided, however, that trade fixtures, machinery, and equipment that are installed by Lessee and removable without materially injuring the Leased Premises shall remain the property of Lessee.
 - a. City's Right to Access. The City reserves the right to access the Leased Premises for private or City-sponsored events. This will be on a limited basis and the City will not unreasonably interfere with existing programs of Lessee. The City at all reasonable times may enter to view the Leased Premises and to make repairs which the City may see fit to make. Leased Premises grounds may be closed by the City for landscape and ground maintenance during Monday through Thursday from 7:30am-4:30pm in the months of December and January of each year. Additionally, there will be an agreed upon period of time from June through August of each year during which the Leased Premises grounds may again be temporarily closed by the City for maintenance such as seasonal aeration, over-seeding landscaping. This time period shall be mutually agreed upon by both Parties.
7. Rent.
 - a. Lessee agrees to pay, and shall pay to the City, payments in the amounts as dictated in the Rental Fee Chart. Each rental year, the rent shall increase three and one-half percent (3.5%). Due to present circumstances regarding the COVID-19 Pandemic, rental payments shall begin on March 1, 2021. Should present conditions change, and Lessee is able to begin holding events, the Parks Director shall have the authority to commence rental payments at an earlier date and shall notify Lessee of the commencement date thirty (30) days prior to the initial payment.

In the event Lessee is prohibited to hold events by the City, the City may, at its sole discretion, abate rent during that period.

- b. Lease Payments shall be payable to the City of Franklin Parks Department, Attention Parks Director, at P.O. Box 305 Franklin, Tennessee or at such other place as the City may from time to time designate in writing. Lease payments may be hand delivered to the Franklin Parks Department Administration Office, at 705 Boyd Mill Avenue, Franklin, Tennessee, between the hours of 7:30am-4:30pm, Monday-Friday.
- c. Lessee agrees that the City retains the right to make periodic revisions to the rental fees every Three (3) years if the associated costs of lease requires it. City will notify Lessee in writing of any increases within sixty (60) days of any such increase. In the event of any such increase, Lessee shall have the right to terminate this Lease by written notice to City within sixty (60) days of Lessee's receipt of such notification.

8. Lessee's Covenants.

The Lessee:

- a. Shall on or before January 15 each year furnish to the Parks Department a current list of the Lessee's board of directors, officers, employees, reoccurring volunteers, and contracted parties, said list to include current addresses, email addresses, and phone numbers.
- b. Shall provide an annual financial statement to the City each year in compliance with City audit procedures.
- c. Shall maintain throughout the term of this agreement and any renewals thereof, the Lessee's non-profit status. Lease shall be terminated upon losing non-profit status.
- d. Shall obtain and keep current, at its sole cost, all federal, state, and local permits and approvals necessary for the use of the Leased Premises.
- e. Shall coordinate and schedule all events with the Programming Division of the Parks Department, including maintaining a joint scheduling software updated weekly by both the Lessee and City. The Lessee shall have the right to schedule events on the Leased Premises. The Lessee shall give priority to equestrian activities when scheduling use of Leased Premises. The City, however, may limit the number of events should the size and/or quantity generate significant negative impacts to the park and/or community. The Lessee may charge a fee for participation in the Lessee's events, multipurpose arena use, and any rented facilities.
- f. Shall not interfere with or hold simultaneous events within Forty-Eight (48) hours of large-scale annual events already established by the City for the Park at Harlinsdale Farm (e.g., 4th of July, Family Day, or other large-scale events approved by the City). The City shall coordinate with Lessee to utilize the Leased Premises during these events and may on occasion request participation from Lessee to enhance these events for the general public. This shall be coordinated through the scheduling software so as not to have conflicting events scheduled concurrently. Lessee shall

have the right to charge any large-scale renter/special event organizer rental fees for leased areas. In return, Lessee shall have the right to negotiate any fees or donations with the organizer within leased areas.

- g. The City and the Lessee shall coordinate pre and post inspections of all Leased Premises and assess damages should any occur. The City shall request Lessee to assess property and/or structural damages and provide quotes for replacement or repairs. The City shall take the lead on all external Leased Premises.
- h. City and Lessee shall coordinate in the event of simultaneous events. If events are to operate simultaneously (Lessee and other City-Permitted Events), a joint meeting with each party shall occur Thirty (30) Days prior to the events taking place to strategically work through traffic (ingress and egress), refuse collection, parking, insurance, public safety concerns, and start/end times.
- i. Shall pay any staff fees for events which require City Staff to participate at the rate established by the City and consistent with City overtime policies.
- j. Shall not close, or cause to be closed, Harlinsdale Farm without the City's permission. At no time shall Harlinsdale Farm close to the public for a private event on behalf of the Lessee unless approved by the City through its standard Special Events permit process as provided by the Franklin Municipal Code. Lessee shall not assume sole custody of the entire Two Hundred (200) acres at any time as Harlinsdale Farm is open to the general public and operated all times as a City park.
- k. Shall notify City immediately of any damage to or injuries on the Leased Premises. Lessee is required to have an incident form as shown in Exhibit D to be completed with person(s) who are injured. Such form shall be turned into the City Parks Department within Twenty-Four (24) hours post-incident.
- l. Shall require all third parties to provide a Certificate of Insurance with the City of Franklin named as an additional insured.
- m. Shall at the expiration of the said term peaceably yield to the City the Leased Premises and all erections and additions made upon the same, in good repair in all respects, reasonable use and wear expected.

9. City's Covenants.

The City:

- a. Shall prepare the landscape surfaces of the Leased Premises and maintain them free of ruts and other open and obvious hazards. Maintenance shall include irrigation/water cannon maintenance, maintaining proper grading of the Leased Premises, and general maintenance, with the exception that cleaning and ordinary maintenance of the Concession Building will be solely the responsibility of the Lessee. The City's Risk Management Department shall complete inspections of the concession stand twice per year to ensure proper function of all utilities and for fire

hazards. Restrooms to be maintained and cleaned by the City as they are used by the public.

- b. Shall keep the exterior of the buildings, mechanical, electrical, and plumbing in such repair as the same are at the commencement of the Lease or as may be put in during the continuance thereof, reasonable wear and tear only expected.
 - c. Shall provide appropriate staffing to support maintenance and event programming of the Leased Premises when requested by Lessee. Lessee shall bare all costs associated with staff use.
 - d. Shall by December 31st, 2021, in coordination with Lessee, Public Safety and other necessary City Departments, create a Master Parking and Traffic plan to include scenarios covering multiple events at The Park at Harlinsdale Farm, including any overflow parking events.
 - e. Shall allow Lessee to hold two (2) weekend events (weekend consisting of a Saturday & Sunday of the same weekend; in the Main Barn per calendar year, not two (2) separate events during a weekend. Lessee agrees revenue shall have a restricted use to fund restoration or projects identified in the parks system. Lessee shall follow all City Special Event guidelines and submit Special Event permit for each event. Both parties shall mutually agree on dates for the two (2) weekend events not to interfere with obligations of City or Lessee staff. Waived fees are for Special Event Permit, park rental fees and Park Staff only. All other City fees related to special events shall not be waived. Shall allow the Lessee to hold an event at a park facility for Lessee's annual "Raise the Roofs" event. Should Lessee choose to use the Main Barn at Harlinsdale, it shall be counted as one of the two (2) free rentals, and City would allow Lessee one (1) additional fundraising event with waived rental fees (three (3) rental fee events with two (2) utilizing the Main Barn at Harlinsdale, and one (1) utilizing another park.)
 - f. The City shall provide electric and water to the Leased Premises and provide weekly trash or dumpster pick up.
10. Concessions. The Lessee has rights for the use of the Concessions Building that is located at the Park at Harlinsdale Farm. Lessee shall be responsible for cleanliness and overall appearance of the concession area. The parties agree that if the City sponsors or permits other special events, the Lessee reserves the right of first refusal to sell concessions for that activity, with the rights of those concessions to be awarded to Lessee; however, should Lessee decline to sell concessions, the City would reserve the right to sell concessions (Lessee's equipment and concession not to be used). Large special events sponsored by the City may require concession offerings in addition to those supported by Lessee, in which case the City will notify Lessee in advance. Any sublease of the Concessions Building shall be approved by the City.
11. Alcohol – Serving and Selling. The City does not permit alcohol consumption at Harlinsdale Farm outside of a permitted event that meets the following criteria. Lessee may serve or sell alcoholic beverages only by an ABC licensed caterer or bartender or after having received a Special Occasion Permit from the Tennessee Alcoholic Beverage Commission, or after having received a Beer Permit from the City of Franklin Beer Board, as applicable. Lessee must comply

with all state and local rules and regulations for the sale and service of alcohol, including open container and permitting rules. When alcohol is served, the Lessee is required to add the City of Franklin as the additional insured and include Liquor Liability Coverage to the Certificate of Insurance showing coverage of a minimum of One Million Dollars (\$1,000,000.00). The Lessee must take all reasonable precautions to ensure the safety of all guests with regard to alcohol consumption. The City reserves the right to evict from the Leased Premises any member of any party who, because of intoxication or other consideration, may be found to be creating a disturbance or threatening the peace, tranquility, or safety of guests or property. Events with alcohol that have attendance over 200 people will require at least one paid City of Franklin Police officer on the Leased Premises through the entirety of the event.

- a. The term “sold” refers to (1) cash bar, and (2) events that charge admission and serve, give away, or sell alcohol during the event, including previous ticket sales.

II. RENOVATION AND CONSTRUCTION ON RENTAL LEASED PREMISES

12. Renovation and Construction. In the event that the Lessee desires to construct any improvements on the Leased Premises, or in the event the Lessee desires to renovate any of the existing improvements on the Leased Premises, the Lessee shall obtain the written consent of the City prior to initiating any work related thereto. Unless otherwise agreed to by the City in writing, all construction and renovation shall be at the expense of Lessee. Lessee shall comply with all City and/or State of Tennessee building codes, rules, and regulations in connection with any such renovation and construction, including, but not limited to, obtaining site plan approval and building permits. Lessee shall employ a construction management firm acceptable to the City for all construction projects on the Leased Premises. Lessee shall select all contractors and suppliers; provided, that such contractors and suppliers have been approved by the City or included on the City’s Master List of approved contractors. The City shall approve all plans and specifications for renovation and construction, subject to reasonable conditions. The Lessee shall include a staff engineer employed in any construction planning.
13. The City and Lessee shall work together on any master planning of the Leased Premises, design documents for Leased Premises or restored structures and agree on the overall compliance with the historic significance and City master plan. The Lessee shall include City Parks and officials from various departments within the planning stages prior to submitting any plan through the City’s Design Review Process. The Lessee and the City shall jointly decide on a third-party constructions management team prior to construction taking place. The City shall be involved along with Lessee throughout the constructions portion of the project. The Lessee shall oversee the bidding of the project and execution.
14. Main Barn. At the time of this Lease Agreement, Lessee and City have jointly commenced design and construction of renovations to the Main Barn. Upon completion of construction Lessee and City agree:
 - a. City and Lessee shall coordinate educational, leadership, and historical programming at the Main Barn

- b. Lessee shall have access to Four (4) working stalls during equestrian events unless the City has a scheduled event or conflict for the specific date requested. The Boarding Barn shall be part of the Lessee's rented area and used if and when the Main Barn is not available. Lessee shall coordinate with City to schedule the stalls and Staff fees shall apply for the duration to open the barn during these times. If the full barn is not required, and equestrian ingress, egress can be utilized, then staff fees will not be required. Coordination of these efforts shall take place between parties utilizing scheduling software.
- 15. Historic Hayes Home. Lessee will fully fund the design and construction of the Hayes Home renovations. All plans shall be approved through the City of Franklin DRT, any Commission or Board approvals through the review and permitting process and be consistent with the Harlinsdale Farm Master Plan. Lessee shall select a pre-approved design consultant acquired through the City's RFQ process completed by the Parks Department in 2019. For construction of improvements, Lessee and City shall jointly solicit a Construction Management firm. The City shall provide an addendum to the existing lease to include the Hayes Home and grounds as shown in Exhibit E for an annual rental fee to be determined upon the completion and approval of the construction documents through the Franklin Municipal Planning Commission.
- 16. Permitting Process. Lessee shall be consistent with the Harlinsdale Farm Master Plan. Lessee shall select a pre-approved design consultant acquired through the City's Request for Qualifications Process completed by the Parks Department in 2019. For construction of improvements, Lessee may contract with a qualified and licensed General Contractor of their choosing and shall be responsible for the completion of the proposed improvements. The City will be responsible for any and all permitting expenses or shall waive or reimburse Lessee all permit costs. In addition, Lessee and City shall jointly solicit a Construction Management firm to oversee the General Contractor.
 - a. Upon completion of construction, Lessee shall occupy certain designated office area within the home to be utilized as office space.
 - b. Lessee may, in an effort to solicit funding for renovations, establish naming rights for certain interior components of the Home.
 - c. Lessee shall occupy the Historic Hayes Home for offices, educational opportunities and an event rental facility as outlined in the Parks Master Plan update and shown on Exhibit E. Lessee and the City shall amend the lease upon restoration of the Historic Hayes Home to account for internal and external property to be maintained by Lessee.
- 17. Power Station. Lessee may initiate environmental testing and remediation of the area where construction is to take place. Lessee shall select a pre-approved consultant acquired through the City's RFQ process completed by the Parks Department in 2019. Lessee may fundraise for improvements to be made prior to the commencement of design and construction.
- 18. All Other Structures. Lessee shall have the right of first refusal related to the construction, restoration, and remediation for other improvements and structures located or to be located on the Leased Premises not otherwise specifically referenced herein. In the event that the

Lessee desires from time to time to construct, restore, or remediate other improvements and structures at Harlinsdale Farm that are outside the boundary of the Leased Premises (the "Proposals"), then the City, in its discretion shall consider such Proposals and if the City accepts such Proposals, it shall agree to amend this Lease to incorporate such. All grants written for additional construction, restoration, and/or remediation at the Leased Premises and/or any additional Proposal shall be submitted to the City for review and approval.

III. GENERAL TERMS AND CONDITIONS

19. Assignment. This Agreement may not be assigned by either party without the prior written consent of the non-signing party. The Leased Premises cannot be converted.
20. The City Shall Have No Liability. The City shall not be liable to Lessee or Lessee's employees, agents, guests, licensees, or invitees or to any other person whomsoever for any injury, including death, to persons or damage to property on or about the Leased Premises or the Park at Harlinsdale Farm, which is caused by the negligence or misconduct of Lessee, its employees, agents, guests, licensees or invitees entering the Leased Premises or The Park at Harlinsdale Farm under expressed or implied invitation of Lessee arising out of or relating to the use of the Leased Premises by Lessee in the conduct of its business herein or arising out of or relating to any breach or default by Lessee in the performance of its obligations hereunder. Lessee hereby agrees to indemnify the City and hold the City harmless from any loss, expense, or claims arising out of or relating to such damage, injury, or death. Lessee further agrees to be responsible for and indemnify and hold the City harmless from any damages or expenses to Lessee, arising out of or caused by burglary, theft, or other illegal acts performed on the Leased Premises and to notify the City of such an event within twenty-four (24) hours of Lessee's notification of such an event.
21. Alterations. Lessee will not make any alterations, additions, substitutions, subtractions, or replacements to the Leased Premises which would have an adverse effect on either the nature of the Leased Premises or the function or value of the Leased Premises, unless such alterations, additions, substitutions, subtractions, replacements, or improvements may be readily removed or re-added without damage to the Leased Premises. Any alterations, additions, or improvements to the Leased Premises which may not be readily removed without damage to the Leased Premises, and any substitutions or replacements, shall be considered to constitute a part of the Leased Premises and shall be approved by the City in writing prior to commencement of any work on the Leased Premises as set forth herein.
22. Liens and Encumbrances. Lessee shall keep the Leased Premises free and clear of all liens and encumbrances except those created or permitted under this Agreement.
23. Accident Report Form. Lessee shall submit within twenty-four (24) hours all accident reports to the City of Franklin Parks Department.
24. Repair of Damage. The City is responsible for construction and repair of general wear and tear of the Leased Premises. Lessee agrees to notify the City of any damages to the Leased Premises that occur during the term of this Agreement. Before taking possession of the Leased Premises, Lessee shall notify the City in writing of any previously existing damage.

Lessee shall remain responsible for all damage apart from normal wear and tear occurring during the term of the lease.

25. Insurance. Lessee during the term of this Agreement shall procure and maintain at its sole cost and expense, insuring Lessee and the City against any and all liability from injury or death to a person or persons, and for damage or destruction of property occasioned by or arising out of or in connection of the Leased Premises. Lessee shall maintain minimum insurance as provided in Exhibit F.
26. No Agency/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 any manner contrary to the terms of the paragraph. No party shall become liable for any representation, act, or omission of any other party contrary to the terms of this paragraph.
27. Terminations/Notices. This Agreement may be terminated by either party, with cause, upon ninety (90) days' written notice. Any notice provided pursuant to the Agreement, if specified to be in writing shall be in writing and shall 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 request; (c) if by next day delivery service, then upon delivery; or (D) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which the Agreement may accompany, or such other address as either party may in the future specify in writing to the other):

In the Case of City:

City of Franklin Parks Department
Attn: Parks Director
109 Third Avenue South
P.O. Box 305
Franklin, TN 37065

In the Case of Lessee:

Friends of Franklin Parks, Inc.,
A Tennessee not for profit corporation
Attn: Executive Director
P.O. Box 383
Franklin, TN 37064

28. Events of Default. The occurrence of any one or more of the following events constitutes an "Event of Default" under this Agreement:
 - a. Lessee's failure to make during the Agreement any lease payment as described in Paragraph 11 above (or any other payment) as it becomes due in accordance with the terms of this Agreement, and the failure continues for fifteen (15) days after the due date; or
 - b. Lessee's failure to perform or observe any other covenant, condition, or agreement to be performed or observed by it under this Agreement, and the failure is not cured or steps satisfactory to the City taken to cure the failure, within fifteen (15) days after written notice of the failure to Lessee by the City; or
 - c. The discovery by the City that any material statement, representation or warranty made by Lessee in this Agreement or in any writing delivered by Lessee pursuant to

or in connection with this Agreement is false, misleading or erroneous in any material respect; or

- d. The initiation by Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning the indebtedness of Lessee; or
- e. Lessee shall be or become insolvent or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors; or Lessee shall apply for or consent to the appointment of receiver, trustee, or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of Lessee; or Lessee shall institute (by petition, application, answer, consent, or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application, or otherwise) against Lessee, or any judgement, writ, warrant of attachment, or execution or similar process shall be issued or levied against a substantial part of the property of Lessee.

29. Remedies. Upon the occurrence of an Event of Default, and as long as the Event of Default is continuing, the City may, at its option, exercise any one or more of the following remedies as to the Leased Premises:

- a. By written notice to Lessee, declare an amount equal to all amounts then due under the terms of the Agreement and all remaining lease payments due thereon, whereupon that amount shall become immediately due and payable;
- b. Within fifteen (15) days after written demand or notice to Lessee, enter and take immediate possession of the Leased Premises wherever situated, without any court order or process of law and without liability for entering the Leased Premises;
- c. Lease or sublease the Leased Premises for the account of Lessee, holding Lessee liable for all lease payments and other payments due to the effective date of such leasing or subleasing and for the difference between the purchase price, rental, and other amounts paid by the purchaser, lessee or sublessee pursuant to such lease or sublease and the amounts payable by Lessee; and
- d. Exercise any other right, remedy or privilege which may be available to it under the applicable laws of the State of Tennessee or any other applicable law or proceed by appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement or to rescind this Agreement as to the Leased Premises.

Lessee will remain liable for all covenants and obligations under this Agreement, and for all legal fees and other costs and expenses, including court costs awarded by a court of competent jurisdiction, incurred by the City with respect to the enforcement of any of the remedies under this Agreement, when a court of competent jurisdiction has finally adjudicated that an Event of Default has occurred.

Upon an Event of Default or as otherwise required herein or in any Agreement, Lessee shall within ten (10) calendar days after notice from the City, at its own cost and expense: (a) remove all contents of the Leased Premises and, if deinstallation, disassembly or crafting is required, cause the equipment to be deinstalled, disassembled and created; and (b) deliver the keys to the Leased Premises to a location specified by the City. If Lessee refuses to deliver the keys to the Leased Premises in the manner designated, the City may enter upon the Leased Premises and take possession of the Leased Premises and charge to Lessee the costs of such taking. To the extent permitted by applicable law, Lessee hereby expressly waives any damages occasioned by such taking. If Lessee makes modifications to the Leased Premises after build out and such modifications impede the taking of possession of the Leased Premises, the cost of removing the impediments and restoring the site shall be the sole expense of Lessee. All of Lessee's right, title, and interest in the Leased Premises, the possession of which is taken by the City upon the occurrence of an Event of Default (including, without limitation, construction contracts, warranties, guaranties or completion assurances applicable to such Equipment), shall pass to the City, and Lessee's rights in such Equipment shall terminate immediately upon such repossession.

30. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. All remedies herein conferred upon or reserved to the City shall survive the termination of this Agreement.
31. Headings. All section headings contained in this Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
32. Governing Law and 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.
33. Amendments. 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 the same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order acknowledge, 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.
34. Severability. If any provision of, or any covenant, obligation or agreement contained in this Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this

Agreement. The invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

35. 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.
36. 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 Lessee to limit its liability shall be void and unenforceable.
37. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relations to the Agreement. No arbitration or mediation shall be binding.
38. 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.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement by their authorized officers as of the date set forth above.

Lessor:
CITY OF FRANKLIN, TENNESSEE

Lessee:
**FRIENDS OF FRANKLIN PARKS, INC., A
TENNESSEE NOT FOR PROFIT CORPORATION**

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Torrey Barnhill
Executive Director
Date: _____

Attest: _____
Eric S. Stuckey
City Administrator
Date: _____

Approved as to form by:
Maricruz Fincher
Staff Attorney

Lease Agreement for Event Spaces at Harlinsdale Farm

Exhibits A-F

Exhibit A – Map of Leased Area.....	1
Exhibit B – Master Plan and Conservation Easement.....	2
Exhibit C – Special Events Application.....	2
Exhibit D – Incident Form.....	5
Exhibit E – Historic Hayes Home.....	8
Exhibit F – Insurance Requirements.....	10

TSC Multipurpose Arena



8.26 Acres

 Fencing

 Pedestrian Gate

 Vehicular Gate

FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials Copyright © 2020. All Rights Reserved.

Pick Up

BK/PG: 4407/453-471

07048826

THIS INSTRUMENT WAS PREPARED BY:

Julian L. Bibb
 Stites & Harbison, PLLC
 424 Church Street, Suite 1800
 Financial Center
 Nashville, Tennessee 37219

EASEMENT	
10/22/2007	04:06 PM
BATCH	110705
MTG TAX	0.00
TRN TAX	0.00
REC FEE	95.00
DP FEE	2.00
REG FEE	0.00
TOTAL	97.00

STATE of TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
 REGISTER OF DEEDS

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT ("Easement") is hereby quitclaimed on this 10 day of August, 2007 subject to the provisions herein contained, by **THE CITY OF FRANKLIN, TENNESSEE**, a Tennessee municipal corporation ("Grantor") to **THE LAND TRUST FOR TENNESSEE, INC.**, a Tennessee not-for-profit corporation ("Grantee"), for the purpose of permanently conserving the Conservation Values of the Property (as defined herein).

WITNESSETH:

WHEREAS, the Grantor is the sole owner in fee simple of the real property located in Williamson County, Tennessee, more particularly described on Exhibit A attached to and incorporated herein by this reference (the "Property");

WHEREAS, the Property possesses certain agricultural, recreational, scenic, historic, ecological, and educational values of great importance to the residents of Williamson County, Tennessee as set forth below:

- the Property serves as a natural habitat to certain wildlife and plants
- the Property contains a valuable riparian corridor along the Harpeth River
- the Property contains substantial stream frontage along Spencer Creek, a tributary of the Harpeth River, which itself provides certain ecological benefits and scenic vistas
- the location of the Property can be viewed from the public traveling on Franklin Road and provides scenic open space viewsheds
- the Property provides the general public with relief against development patterns that are occurring in and around the City of Franklin and Williamson County, Tennessee, one of the fastest growing counties in the State of Tennessee
- the Property is located within 1 ½ miles from the square in downtown Franklin and provides the general public of the City of Franklin with significant passive park benefits
- the Property contains topographical features, including river frontage, a hill, and relatively flat open space that provides attractive scenic views
- the Property maintains ongoing horse breeding operations and related agricultural uses

- the Property is the birthplace and grave site of Midnight Sun, a nationally recognized Tennessee Walking Horse World Grand Champion, who has been the sire to over 90% of Tennessee Walking Horse World Grand champions since 1944
- the Property is significantly and historically connected to the Tennessee Walking Horse industry
- the Property contains valuable agricultural soils
- the Property contains a variety of historical features, and in this regard, it is the location of: (a) the building from which the City of Franklin's first electric power plant operated, (b) a turn-of-the-century Victorian style home, (c) a 1940's era barn in which many Tennessee Walking Horse champions have been sired, (d) a large section of the bed of the Nashville-Franklin Interurban railway, (e) activities and troop movements during the Civil War, and (f) certain Native American artifacts.

WHEREAS, the Property is adjacent to the Harpeth River, with 3831 linear feet of river frontage. The Tennessee Rivers Assessment Program is a coalition of federal, state and regional government agencies, nongovernment organizations, conservation groups and citizens with the mission of assessing the biological, aesthetic, recreational and cultural resources of the rivers of Tennessee, educating Tennesseans about these resources, using this information to assist in river conservation efforts and encouraging the wisest uses of the waters of Tennessee. The Program is sometimes called the Tennessee Rivers Information System, or TNRIS, and is maintained by the Tennessee Department of Environment and Conservation (the "Assessment"). The Summary Report of the Assessment issued in 1998 rated the Harpeth River as significant on both the state and regional level for recreational boating and for natural and scenic quality. In addition, Scenic America, a national river advocacy organization, has rated the Harpeth River as a "Last Chance Landscape" due to its rich combination of historic and natural resources, as well as the imminent threat due to rapid population growth and development. Retaining the Property in its current state will protect the watershed of the Harpeth River.

WHEREAS, the Grantor shall maintain the Property in large part as a passive public park, all as described in the City's Master Plan adopted by the Board of Mayor and Aldermen on January 10, 2006 (the "Master Plan").

WHEREAS, the agricultural, recreational, scenic, historic, ecological, and educational characteristics of the Property, and its current use and state of improvement are described in a Present Conditions Report prepared by Grantee with the cooperation of Grantor and acknowledged by both to be complete and accurate as of the date of this Easement (the "Report"). The Report will be used by Grantee to assure that any future changes in the use of the Property will be consistent with the terms of this Easement. However, the Report is not intended to preclude the use of other evidence to establish the present condition of the Property if there is a controversy over its use or condition.

WHEREAS, Grantor has agreed to convey to Grantee a conservation easement in the Property for the purpose of assuring that under the perpetual stewardship of Grantee, the equestrian activities and related agricultural uses, the open space character, educational value, wildlife habitat, recreational uses, historic significance and scenic values of the Property will be conserved and maintained permanently, and that the uses of the Property that are inconsistent with these conservation purposes will be prevented or corrected.

WHEREAS, the Grantor contemplates that in addition to activities incident to a passive public park, the following uses shall be permitted (herein collectively, "Additional Permissible Uses"):

- equestrian activities, including maintaining, boarding, training, recreational riding, polo events, and public showing and/or public exhibition of horses (the "Equestrian Activities")
- agricultural uses related to Equestrian Activities, including raising and storing of hay and feed products, construction and use of barns, stables, and fenced riding areas
- development of trails for horseback riding
- community garden
- cross-country and running trails
- fishing
- composting
- greenhouse
- farming
- storm water demonstration area
- outdoor education area
- an arboretum

The granting of this Easement will also serve the following "conservation purposes" as such term is defined in Section 170(h)(4)(A) of the Internal Revenue Code of 1986, as amended (the "Code"):

-- The preservation of the Property for passive outdoors recreation and the education of the general public. The Grantor's intention is that the Property will be designated as a passive public park and thereafter open to the general public for educational uses and passive recreation such as picnicking, hiking, nature study, canoeing, and bird watching;

-- The preservation of a natural habitat of wildlife and plants. The Property supports the survival of a natural habitat and ecosystem that has been threatened by intense residential development. The Property acts to maintain an important habitat for a wide variety of birds, terrestrial mammals, and plants indigenous to the area;

-- The preservation of the opportunity for the general public to enjoy scenic vistas of the surrounding scenic countryside that may be enjoyed due to a portion of the Property's elevated topography;

-- The preservation of open space for scenic enjoyment of the general public from Franklin Road;

-- The preservation of historic sites.

-- The maintenance of equestrian activities.

-- The continued use of the Property for the Additional Permissible Uses.

WHEREAS, the preservation of open space and conservation purposes of this Easement are recognized by, and the grant of this Easement will serve, the following clearly delineated governmental conservation and preservation policies:

WHEREAS, the agricultural, open space, wildlife habitat, watershed protection, recreational, and scenic resources of the Property are collectively referred to herein as the "Conservation Values" of the Property.

WHEREAS, the Grantor intends that the Conservation Values of the Property be preserved and maintained, and Grantor intends to convey to the Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.

WHEREAS, the Grantor intends that exclusive of the Additional Permissible Uses, the Property will be maintained as a passive public park.

WHEREAS, Grantee is a tax-exempt nonprofit organization and a qualified organization under §§ 501(c)(3) and 170(h), respectively, of the Code, whose primary purpose is the preservation, protection or enhancement of land in its natural, scenic, agricultural, forested and/or open space condition, and Grantee accepts the responsibility of enforcing the terms of this Easement and upholding its conservation purposes permanently.

NOW, THEREFORE, for the reasons given, and the mutual covenants, terms, conditions and restrictions contained herein, Grantor hereby donates, grants, remises, releases and forever quitclaims to Grantee, its successors and assigns, and Grantee accepts, a conservation easement on the Property, in perpetuity, in order to conserve and retain the Property forever predominantly in its agricultural, scenic, and/or open space condition in accordance with the terms of this Easement; and Grantor donates, grants, assigns, remises, releases and forever quitclaims to Grantee, its successors and assigns, the right to take appropriate legal action in law or equity to enjoin, prohibit and remedy any violation of the terms of the easement created by this Easement and to enter the Property at reasonable times to observe and document the state of preservation and to prevent any violation of the terms of this Easement.

1. Purpose. It is the purpose of this Easement to assure that the Property will be conserved and retained forever predominantly in its natural, scenic, agricultural and/or open space condition and to prevent any use of the Property that will significantly impair or interfere with the Conservation Values of the Property. Grantor intends that this Easement will generally confine, except as otherwise specifically permitted herein, the use of the Property to such activities as are not inconsistent with the purpose and terms of this Easement.

2. Implementation. This Conservation Easement shall be implemented by limiting and restricting the development and use of the Property in accordance with its provisions as provided throughout. No permanent or temporary structures or other buildings or improvements shall hereafter be constructed, placed or maintained on the Property except as specifically provided herein and in the Master Plan.

3. Definitions. As used in this Conservation Easement, the term "Grantor" includes the original Grantor, its heirs, successors and assigns, all future owners of any legal or equitable interest in all or any portions of the Property, and any party entitled to the possession or use of all or any part thereof; and the term "Grantee" includes the original Grantee and its successors and assigns.

4. Prohibited Acts. Grantor shall not perform, nor knowingly allow others to perform, any act on or affecting the Property that is inconsistent with the terms of this Easement and the restrictions and obligations set forth herein. Grantor also authorizes Grantee to enforce this Easement and the restrictions and obligations set forth herein in the manner described below. However, unless otherwise specified herein, nothing in this Easement shall require Grantor to take any action to restore the condition of the Property after any act of God or other event over which Grantor had no control. Grantor understands that nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Property imposed by law.

5. Construction, Maintenance and Repair of Buildings, Structures and Other Improvements.

(a) General Restriction. The construction of any building, structure or other improvement on the Property, except those permitted by the Master Plan and this Section 5 or other provisions of this Easement, is prohibited.

(b) Permitted Structures. Only those structures authorized by the Master Plan shall be permitted on the Property.

(c) Fences. Existing fences may be repaired and replaced, and new fences may be built, anywhere on the Property. The design of any fence shall be consistent with the Conservation Values of the Property. The design of the current fencing is consistent with the Conservation Values of the Property.

(d) Recreational Structures. Golf courses, athletic facilities and fields, ballfields, and paved airstrips are strictly prohibited.

(e) Grantee's Permission. If the consent of Grantee is required for the construction of any structure or the taking of any other action on the Property, Grantor shall notify Grantee of such proposed construction or activity and provide a plan and description of the structures to be constructed, along with their location, or such other

description of the activity; whereupon Grantee shall determine if such proposed construction or activity complies with the terms of this Easement and if it does, it shall give its written consent thereto. Grantor shall not begin construction or the activity without the prior written consent of Grantee, which consent shall not be withheld by Grantee if the construction or activity complies with the terms and intent of this Easement. Grantee shall grant permission or approval to Grantor only where Grantee, acting in Grantee's sole discretion and good faith, determines that the proposed action will not substantially diminish or impair the Conservation Values of the Property. Grantee shall not be liable for any failure to grant permission or approval to Grantor hereunder. Grantee shall have thirty (30) days to respond after it receives all required documentation for the proposed construction or activity, and if it fails to respond to Grantor within such time period, its consent to the proposed construction or activity shall be deemed to have been granted.

(f) Other than cross-country running activities and equestrian activities, no organized athletic activities or events shall be permitted on the Property.

6. Right to Use Property for Equestrian Uses. Grantor retains the right to use the Property for equestrian uses (including boarding of horses, breeding operations, and horseback riding), or to permit others to use the Property for such equestrian uses, in accordance with applicable law and consistent with the purposes and preservation of the Conservation Values of the Property.

7. Agricultural Operations and Conservation Practices. All agricultural operations on the Property (whether pertaining to equestrian uses or gardening), including without limitation maintaining land for pasture, shall be conducted in accordance with good practices for soil and water conservation, pest management, nutrient management and habitat protection. Such agricultural operations shall be also conducted in accordance with all applicable laws and consistent with "**Best Management Practices**," as those practices may be identified from time to time by appropriate government or educational institutions for general application in the area in which the Property is located.

On the Property, there shall be no:

- (a) high-density feed lots, whether for cattle, pigs, chickens or other animals;
- (b) commercial slaughter or animal-processing activities; and
- (c) industrial activities or operations;

all of which are strictly prohibited.

Provided that Grantor does not significantly impair or disturb the natural course of the surface water drainage or runoff flowing off the Property, Grantor maintains the right to use, maintain, establish, construct and improve water sources, water courses, or water bodies within the Property for the uses permitted by this Easement.

Grantor shall not transfer, encumber, lease, sell or otherwise sever such water rights from title to the Property itself.

8. Trees. The Grantor shall remove and/or trim trees only in accordance with applicable City ordinances.

9. Mining. The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel or any other mineral substance, using any method whatsoever, is prohibited. The mineral rights to the Property or any portion thereof shall not be separated or conveyed separate from the surface rights.

10. Road Construction. Roads located and constructed on the Property shall conform to the requirements of the Master Plan and shall not substantially diminish or impair the Conservation Values of the Property as compared to those conditions existing on the date of this Easement. Prior to the commencement of construction of any such road, Grantor shall notify Grantee of Grantor's intended construction of the road, but the failure to so notify Grantee shall not impair the rights retained by Grantor hereunder.

11. Riparian Corridor. In order to conserve water quality and wildlife habitat, Grantor shall maintain or improve the existing riparian corridor in its natural and undisturbed state for a width of sixty (60) feet along the Harpeth River.

12. Recreational and Educational Purposes. Grantor retains the right to use the Property for use as a passive public park, with equestrian uses, including, but not limited to, fishing, canoeing, hiking, horseback riding, picnics, social events, tours, nature interpretation and other educational programs. Commercial recreational activities that exceed the de minimus standard set forth in Section 2031(c)(8)(B) of the Code are prohibited.

13. Subdivision. The further subdivision of the Property, whether by physical or legal process, is prohibited. Without limiting the foregoing, the term "subdivision" shall not be limited by any statutory definition that limits the concept of subdivision. The Property may be transferred, encumbered, mortgaged or conveyed, and the provisions of this Easement shall continue to encumber the Property.

14. Development Rights. Except as specifically reserved or permitted in this Easement, Grantor hereby grants, remises, releases and forever quitclaims to Grantee all development rights that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described. Notwithstanding all of the above should Grantor in the future pass any ordinance creating a program for transfer of development rights ("TDRs") within the City, the Grantee, upon receipt of notice of passage of such an ordinance, shall transfer back to the Grantor any development rights herein conveyed, for the sole purpose of Grantor's creating a credit in a bank of such development rights.

15. Trash. The dumping or accumulation of any kind of trash or refuse on the Property, other than agricultural-related trash and refuse produced on the Property, which must be disposed of in accordance with prudent agricultural practices and shall not be kept in an unsanitary condition or other way that materially diminishes the Conservation Values of the Property, is strictly prohibited. However, this shall not prevent the storage of agricultural products and byproducts on the Property, so long as it is done in accordance with all applicable government laws and regulations. Any trash or refuse shall not be accumulated or dumped on

the Property but must be disposed of in accordance with applicable government laws and regulations.

16. Special Events. **OMITTED BY AGREEMENT.**

17. Rental Houses. **OMITTED BY AGREEMENT.**

18. Rights Retained by Grantor. As owner of the Property, Grantor retains the right to perform any act not specifically prohibited or limited by this Easement or granted to Grantee hereunder. These ownership rights include, but are not limited to, the right to exclude any member of the public from trespassing on the Property, the right to lease, sell, encumber or otherwise transfer the Property, and to grant easements over and through the Property to anyone Grantor chooses, provided that any such action shall be in accordance with terms of this Easement.

19. Responsibilities of Grantor and Grantee Not Affected. Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, this shall apply to:

(a) Taxes. Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. If Grantee is ever required to pay any taxes or assessments on its interest in the Property, Grantor will reimburse Grantee for the same.

(b) Upkeep and Maintenance. Grantor shall continue to be solely responsible for the upkeep and maintenance of the Property (including repairs to existing structures), to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

20. Enforcement. Grantee shall have the right to prevent and correct violations of the terms of this Easement pursuant to the terms of this Section 20. Grantee may enter the Property for the purpose of inspecting for violations or for compliance with the terms of this Easement, provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor's use and quiet enjoyment of the Property. If at any time Grantee finds what it believes is a violation, it may at its discretion take appropriate legal action. Except when an ongoing or imminent violation could irreversibly diminish or impair the open space character, agricultural productivity, scenic qualities or Conservation Values of the Property, Grantee shall give Grantor written notice in accordance with Section 26 of this Easement of the violation and thirty (30) days to correct such violation, before filing any legal action. If a court with jurisdiction determines that a violation may exist or has occurred, Grantee may obtain an injunction to stop it, temporarily or permanently. A court may also issue an injunction requiring Grantor to restore the Property to its condition prior to the violation. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from doing so at a later time. In addition to injunctive remedies, Grantee shall have the right to seek the following remedies against Grantor or any other person legally responsible in the event that a court finds that a violation of this Easement exists or has occurred: (a) monetary damages, including damages for the loss of

the Conservation Values protected by the Easement; (b) restoration of the Property to its condition existing prior to such violation, including the removal of offending structures; and (c) any other remedies available at law or in equity.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the open space character, agricultural productivity, scenic qualities or Conservation Values of the Property, Grantee may pursue its remedies under this Section 20 without prior notice to Grantor or without waiting for the period provided for the cure to expire. In such case, Grantee shall use reasonable efforts to notify Grantor of such circumstances and proposed action, but the failure to provide such notice shall not limit Grantee's rights under this paragraph.

Waiver of any violation or breach of this Easement shall not operate as a waiver of any future or continuing violation or breach. Failure to enforce any term or provision of this Easement shall not operate thereafter as a waiver of such term or provision.

21. Transfer of Easement. If Grantee dissolves, ceases to exist, is unable or unwilling to carry out its responsibilities under this Easement, or no longer qualifies under § 170(h) of the Code, then it shall have the right to transfer the conservation easement created by this Easement, and the rights and obligations created hereunder, to any public agency or private nonprofit organization that, at the time of transfer, is a **"qualified organization"** under § 170(h) of the Code, but only if the agency or organization expressly agrees to assume the responsibility imposed on Grantee by this Easement. If Grantee ever dissolves, ceases to exist, or no longer qualifies under § 170(h) of the Code and a transfer has not been made pursuant to the foregoing sentence, a court with jurisdiction shall transfer this conservation easement, and the rights and obligations created hereunder, to another qualified organization having similar purposes that agrees to assume the responsibility. Except as permitted under this Section 21, Grantee shall not otherwise transfer the conservation easement or the rights and obligations hereunder.

Upon such transfer pursuant to this Section 21, all records, plans and documents with respect to the conservation easement and the Property in Grantee's possession shall be provided to such qualified transferee organization to help provide it with an understanding of the Property, the operations thereon, and the conservation easement.

22. Transfer of Property. Any time the Property itself, any part thereof, or any interest therein, is transferred by Grantor to any third party, Grantor shall notify Grantee in writing thirty (30) days prior to such transfer, and the document of conveyance shall expressly refer to this Easement and recite that the Property is subject to this Easement. The failure of Grantor to so notify Grantee shall not impair Grantor's right to transfer the Property. After such transfer, the transferring party shall thereafter have no rights or interest in this Easement, and shall have no liability for any violations of this Easement occurring after the effective date of such transfer, but such transfer shall not affect the continued obligation of any party for matters arising prior to such transfer.

23. Effectiveness of Easement: Amendments. This Easement shall be effective upon execution and enforceable against third parties from and after the time it is recorded with the Register's Office of Williamson County, Tennessee. This Easement may be amended only with the written consent of Grantee and Grantor. Any such amendment shall be consistent with the purposes as stated hereinabove and shall comply with § 170(h) of the Code. Additionally, any

such amendment shall be effective and enforceable as to third parties from and after the time that such amendment is recorded with the Register's Office of Williamson County, Tennessee.

24. Interpretation; Captions; Severability. This Easement shall be interpreted under the laws of the State of Tennessee, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes. The captions in this Easement are for reference purposes only and shall not define, limit or expand the meaning or application of any term, paragraph or section contained herein. This Easement is severable, such that the invalidity, illegality or unenforceability of any term or provision contained herein shall not affect the validity, legality or enforceability of the other provisions in this Easement.

25. Perpetual Duration. The Easement shall be a servitude running with the land in perpetuity. Every provision of this Easement that applies to Grantor or Grantee shall also apply to their respective agents, heirs, personal and legal representatives, assigns and all other successors as their interests may appear.

26. Notices. Any notices required by this Easement shall be in writing and shall be personally delivered or sent by first class mail, return receipt requested, to Grantor and Grantee respectively at the following addresses, unless a party has been notified by the other of a change of address:

To Grantor: The City of Franklin, Tennessee
109 Third Avenue South
Franklin, Tennessee 37064
Attn: City Administrator

With a copy to: Karen Beyke
City Attorney
109 Third Avenue South
Franklin, Tennessee 37064

To Grantee: The Land Trust for Tennessee, Inc.
209 10th Avenue South, Suite 530
P. O. Box 23473
Nashville, Tennessee 37202

With a copy to: Stites & Harbison PLLC
424 Church Street, Suite 1800
Nashville, Tennessee 37219
Attention: Julian L. Bibb

In the event that a party to this Easement shall transfer such party's interest in the Property or under this Easement by conveyance, distribution, operation of law or otherwise, the transferee of such interest shall provide the nontransferring party with written notice of the change of address to which notice is to be sent hereunder.

27. Environmental Matters. Grantor has no actual knowledge of a material release or threatened release of hazardous substances or wastes on the Property during Grantor's ownership

of the Property, or the Property's use as a landfill or dump, and hereby promises to defend and indemnify Grantee against all litigation, claims, demands, penalties and damages, including reasonable attorneys' fees, arising from or connected with any release of hazardous waste, use of the Property as a landfill or dump.

28. Subordination; Liens. No provisions of this Easement should be construed as impairing the ability of Grantor to use this Property as collateral for borrowing, provided that any deed of trust, mortgage or lien arising from such a borrowing shall be subordinate to this Easement. On the date of this Easement and of its recording in the Register's Office for Williamson County, Tennessee, the Property and the Easement shall be free of or superior in priority to any deed of trust, mortgage or lien.

29. Acceptance. As evidenced by the signature of Grantee affixed hereto, Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Easement.

30. Counterpart Execution. This Easement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

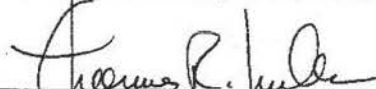
31. Conveyance. This Easement and the conservation easement herein described are quitclaimed subject to such limitations, covenants and restrictions as may affect the Property, but the parties hereto specifically agree to comply with all of the terms and provisions herein contained.

[COUNTERPART EXECUTION PAGES FOLLOW]

**CONSERVATION EASEMENT
COUNTERPART EXECUTION PAGE**

IN WITNESS WHEREOF, the undersigned, intending to legally bind themselves, have executed this Easement as of the date first written above.

CITY OF FRANKLIN, TENNESSEE

BY: 
Mayor

By: 
City Administrator

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, Kathleen L. Sauseda, a Notary Public of said County and State, personally appeared Thomas R. Miller, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Mayor of City of Franklin, Tennessee, the within named bargainor, a Municipality, and that he as such Mayor executed the foregoing instrument for the purposes therein contained, by signing the name of the Municipality by himself as Mayor.

Witness my hand and seal, at Office in Williamson, this 6 day of August, 2007.


Notary Public

My Commission Expires: My Commission Exp. Jan. 20, 2009

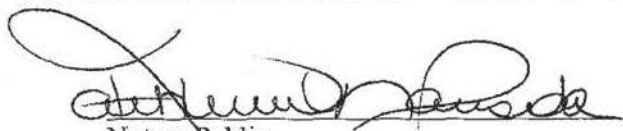


STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

Before me, Kathleen L. Sauseda, a Notary Public of said County and State, personally appeared James R. Johnson, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be City Administrator of City of Franklin, Tennessee, the within named bargainor, Municipality, and that he as such City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the Municipality by himself as City Administrator

Witness my hand and seal, at Office in Williamson, this 6 day of August, 2007.


Notary Public

My Commission Expires: My Commission Exp. Jan. 20, 2009



CONSERVATION EASEMENT
COUNTERPART EXECUTION PAGE

IN WITNESS WHEREOF, the undersigned, intending to legally bind itself, has executed this Easement as of the date first written above.

THE LAND TRUST FOR TENNESSEE, INC., a
Tennessee not-for-profit corporation

By: Jean C. Nelson
Print Name: Jean C. Nelson
Title: President and Executive Director

STATE OF TENNESSEE
COUNTY OF ~~WILLIAMSON~~

Before me, Irving L. Fentress,
Notary Public of said County and State, personally appeared JEAN CLINTON NELSON, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be President and Executive Director (or other officer authorized to execute the instrument) of THE LAND TRUST FOR TENNESSEE, INC., the within named bargainor, a Tennessee not-for-profit corporation, and that she as such Executive Director and President executed the foregoing instrument for the purposes therein contained, by personally signing the name of the corporation by herself as Executive Director and President.

Witness my hand and seal, at Office in Nashville, this
22nd day of October, 2007.



Irving L. Fentress
Notary Public

My Commission Expires: 7-25-09

STATE OF TENNESSEE)

Davidson Co
COUNTY OF WILLIAMSON)

The actual consideration for this transfer is NONE.

J. C. Yee

AFFIANT

Subscribed and sworn to before me
on this 22nd day of October, 2007.

Irving L. Fentress

Notary Public



My Commission Expires: 7-25-09

EXHIBIT A

"The Property"

Being a parcel of land in the Ninth Civil District, Williamson County, Franklin, Tennessee, and being generally located on the west side of Franklin Road (U.S. Highway 31) at Harpeth Industrial Drive, and being more particularly described as follows:

BEGINNING at an iron pin in westerly right-of-way line of Franklin Road (US. Highway 31), said iron pin also being the northeast corner of property conveyed to Lee Anderson as of record in Book 478, Page 920, R.O.W.C.;

THENCE, with the northerly line of said Lee Anderson property and also property conveyed to Matthew C. and Stacy D. Ligon, as of record in Book 1774, Page 124, R.O.W.C., the following calls;

N 62° 59' 17" W, 283.11 feet to a point;

S 58° 58' 40" W, 71.34 feet to an iron pin, said pin being the northwest corner of property conveyed to J.C. Anderson, Jr., as of record in Book 146, Page 231, R.O.W.C.;

THENCE, with a westerly line of said J.C. Anderson, Jr., property S 34° 44' 56" W, 115.62 feet to a point in the northerly line of Myles Manor Park Subdivision as of record In Plat Book 1, Page 100, R.O.W.C.;

THENCE, with the northerly line of said Myles Manor Park Subdivision N 60° 03' 39" W, 201.76 feet to a corner post, said post being in the easterly line of property conveyed to Tyler Berry, IV and Dudley M. Berry as of record in Book 1746, Page 401, R.O.W.C.;

THENCE, with said Berry property the following calls:

N 29° 43' 47" E, 94.58 feet to a corner post;

N 60° 21' 33" W, 150.00 feet to a corner post;

S 32° 11' 18" W, 95.85 feet to an iron pin, said pin also being the northeast corner of property conveyed to James Edward Underwood, Jr., and wife, Camille Ruth Underwood, as of record in Book 1018, Page 76, R.O.W.C.;

THENCE, with the northerly line of said Underwood property, N 59° 53' 38" W, 485.00 feet to a point in the westerly line of said Underwood property;

THENCE, with said westerly line of said Underwood property, S 31° 33' 32" W, 891.83 feet to an iron pin in the northerly line of Harpeth Meadows Subdivision, Section 1, as of record in Plat Book 3, Page 16, R.O.W.C.;

THENCE, with said northerly line of Harpeth Meadows, Section 1, and the northerly line of property conveyed to William D. Smith and wife, Barbara Joan Smith, as of record in Book 308, Page 613, R.O.W.C., the following calls:

N 60° 31' 36" W, 1131.79 feet to an iron pin;

N 59° 46' 09" W, 287.44 feet to a point in the middle of the Big Harpeth River;

THENCE, with the meanders of the centerline of said Big Harpeth River, the following calls:

N 59° 43' 15" E, 245.32 feet to a point;

N 02° 24' 30" E, 510.31 feet to a point;

N 20° 40' 53" E, 196.55 feet to a point;

N 44° 00' 52" E, 117.49 feet to a point;

N 52° 26' 05" E, 318.60 feet to a point;

N 57° 08' 27" E, 337.21 feet to a point;

N 50° 01' 45" E, 109.59 feet to a point;

N 23° 58' 59" E, 162.82 feet to a point;

N 13° 08' 06" E, 282.84 feet to a point;

N 20° 31' 44" E, 190.84 feet to a point;

N 32° 39' 06" E, 144.07 feet to a point;

N 60° 23' 49" E, 184.38 feet to a point;

N 77° 14' 11" E, 426.85 feet to a point;

N 57° 34' 20" E, 239.40 feet to a point;

N 10° 48' 14" E, 65.29 feet to a point;

N 27° 06' 03" W, 91.20 feet to a point;

N 46° 52' 37" W, 167.19 feet to a point;

THENCE, leaving the centerline of the Big Harpeth River, with the easterly line of property conveyed to City of Franklin as of record in Book 924, Page 386, R.O.W.C., N 09° 24' 55" E, 378.00 feet to an iron pin, said iron pin also being the southwest corner of property conveyed to D.C. Bowman as of record in Book 62, Page 102, R.O.W.C.;

THENCE, with the southerly line of said D.C. Bowman property, the following calls:

S 82° 04' 22" E, 1222.71 feet to an iron pin;

N 28° 22' 28" E, 410.53 feet to a corner post;

S 81° 02' 31" E, 283.54 feet to a corner post, said post also being in the westerly line of property conveyed to John Walter Guider, as of record in Book 1829, Page 336, R.O.W.C.;

THENCE, with the westerly line of said Guider property, S 05° 48' 43" W, 807.98 feet to a corner post, said post being the southwest corner of Guider property;

THENCE, with the southerly line of said Guider property, S 80° 46' 50" E, 792.61 feet to an iron pin in the westerly right-of-way line of Franklin Road (U.S. Highway 31);

THENCE, with said westerly right-of-way line of Franklin Road (U.S. Highway 31) S 29° 46' 30" W, 1372.27 feet to a point in the northeast corner of property conveyed to Rick and Scott Sharp, as of record in Book 1696, Page 808, R.O.W.C.;

THENCE, leaving said westerly right-of-way line of Franklin Road (U.S. Highway 31), with the northerly line of said Sharp property, N 80° 22' 15" W, 180.50 feet to a point in the northwest corner of said Sharp property;

THENCE, with the westerly line of said Sharp property, S 28° 23' 03" W, 114.30 feet to a point at the southwest corner of the Sharp property;

THENCE, with the southerly line of said Sharp property, S 58° 04' 32" E, 163.11 feet to a point in the westerly right-of-way line of Franklin Road (U.S. Highway 31);

THENCE, with said westerly right-of-way line, S 31° 31' 17" W, 348.67 feet to a point at the northeast corner of property conveyed to Rebecca Ann Russell, et. al. as of record in Book 1437, Page 11, R.O.W.C.;

THENCE, leaving said westerly right-of-way line of Franklin Road (U.S. Highway 31) with the northerly line of said Rebecca Ann Russell property, N 59° 02' 23" W, 195.84 feet to a point at the northwest corner of sold Russell property;

THENCE, with the westerly line of said Russell property S 32° 57' 24" W, 98.79 feet to a corner stone, said corner stone being the southwest corner of said Russell property;

THENCE, with the southerly line of said Rebecca Ann Russell property, S 58° 17' 28" E, 198.63 feet to a point in the westerly right-of-way line of Franklin Road (U.S. Highway 31);

THENCE, with said westerly right-of-way line of Franklin Road (U.S. Highway 31), S 30° 47' 25" W, 87.93 feet to a point at the northeast corner of the W.J. Hooper Subdivision as of record in Plat Book 1, Page 59, R.O.W.C.;

THENCE with the northerly line of said W.J. Hooper Subdivision, N 58° 51' 24" W, 409.49 feet to a point at the northwest corner of the W.J. Hooper Subdivision;

THENCE with the westerly line of said W.J. Hooper Subdivision, S 31° 21' 05" W, 222.22 feet to a point at the southwest corner of the W.J. Hooper Subdivision;

THENCE with the southerly line of said W.J. Hooper Subdivision, S 58° 05' 21" E, 406.22 feet to a point in the westerly right-of-way line of Franklin Road (U.S. Highway 31);

THENCE, with said westerly right-of-way line of Franklin Road (U.S. Highway 31), S 31° 51' 15" W, 701.08 to the Point of Beginning.

Containing 8,692,548 square feet or 199.55 acres, more or less.

The address of this property is Harlinsdale Farm Tennessee 37064.

Being the same property conveyed to THE CITY OF FRANKLIN, TENNESSEE by deed of record in Book 3390, page 181, Register's Office for Williamson County, Tennessee.

This Instrument Was Prepared By:

Julian L. Bibb
Stites & Harbison PLLC
Suite 800, 401 Commerce Street
SunTrust Plaza
Nashville, Tennessee 37219

AMENDMENT TO CONSERVATION EASEMENT

ENTERED INTO as of this 4th day of March, ²⁰¹⁴~~2013~~ by THE CITY OF FRANKLIN, TENNESSEE, a Tennessee municipal corporation ("Grantor") to THE LAND TRUST FOR TENNESSEE, INC., a Tennessee not-for-profit corporation ("Grantee").

RECITALS:

1. The Grantor executed in favor of Grantee that certain Conservation Easement of record in Book 4407, page 453, Register's Office of Williamson County, Tennessee ("Conservation Easement").

2. The Conservation Easement provides that "the Grantor shall maintain the Property in large part as a passive public, all as described in the City's Master Plan adopted by the Board of Mayor and Aldermen on January 10, 2006 (the "Master Plan").

3. The Grantor and the Grantee desire to confirm that uses permitted under the Master Plan are also permitted uses under the Conservation Easement.

NOW, THEREFORE, in consideration of the premises and for the purposes of clarity, the Grantor and the Grantee agree as follows:

1. The definition of "Additional Permissible Uses" as set forth in the Conservation Easement shall be amended to include the following:

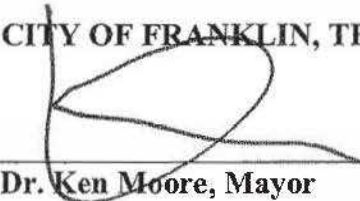
- uses permitted by the Master Plan

2. The Conservation Easement is not amended in any other respect.

ENTERED INTO as of the date first above written.

Pick Up

CITY OF FRANKLIN, TENNESSEE


Dr. Ken Moore, Mayor

14007735

COF Contract No. 2013-0218

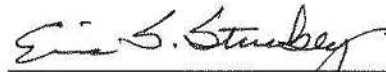
2 PGS:AL-CONSERVATION EASEMENT	
333145	03/06/2014 - 08:14 AM
BATCH	333145
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	10.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	12.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE

REGISTER OF DEEDS

Attest:



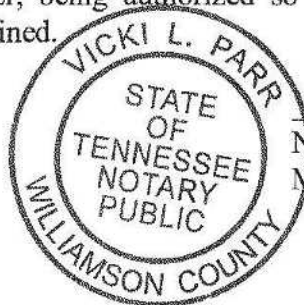
Eric S. Stuckey, City Administrator

STATE OF TENNESSEE)

)ss:

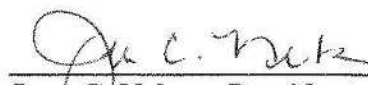
COUNTY OF WILLIAMSON)

Personally appeared before me, **Dr. Ken Moore** and **Eric S. Stuckey**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, after being first duly sworn, acknowledged themselves to be the Mayor and City Administrator/Recorder of the City of Franklin, Tennessee, respectively, and that as such Mayor and City Administrator/Recorder, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Vicki L. Parr
Notary Public

My Commission expires: 3/21/16

THE LAND TRUST FOR TENNESSEE, INC.

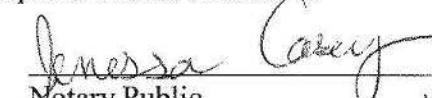


 Jean C. Nelson, President and Executive Director

STATE OF TENNESSEE)

)ss:

COUNTY OF Davidson)

Personally appeared before me, **Jean C. Nelson**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, after being first duly sworn, acknowledged herself to be the President and Executive Director of the Land Trust for Tennessee, Inc., and that as such President and Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained.


 Notary Public
 My Commission expires:
MY COMMISSION EXPIRES:
March 7, 2017



CITY OF FRANKLIN EVENT PERMIT APPLICATION

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

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

Please check
all that apply:

☐ street closure

☐ parade

☐ other special event

☐ beer served (*separate permit required*)

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

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

_____ Aspen Grove Park

_____ Liberty Park

_____ Eastern Flank Battlefield Park

_____ Fieldstone Farms

_____ Pinkerton Park

_____ Jim Warren Park

_____ Harlinsdale Farm

Other: _____

2) Name/purpose of event: _____

3) Date or dates of event: _____

4) Time of Event: _____

5) Time of Street Closure (if applicable): _____

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

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

6) Name of Applicant and Organization Requesting Permit:

a) Address: _____

b) Phone: _____ **c) Cell:** _____ **d) Fax:** _____

e) E-mail address: _____

7) Person in charge on day of event: _____

Cell: _____ **E-mail address:** _____



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

Name: _____ Cell: _____ E-mail address: _____

Name: _____ Cell: _____ E-mail address: _____

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

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

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

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

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

(if no, please state where: _____)

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

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

16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. _____

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

18) Is this event a fundraiser? Circle Yes or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? _____

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



- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?

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

- 23) During what time period is sound amplification requested? _____
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). _____

- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured. ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets.
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. _____

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

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

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

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



HISTORIC
FRANKLIN
TENNESSEE

**PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.**

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

BY: _____ Date: _____
(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

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

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



HISTORIC
FRANKLIN
TENNESSEE

FOR CITY USE ONLY				
Department		Date	Initials	Attach Any Comments
Administration				Comments: _____ Yes _____ No
Business Office				Comments: _____ Yes _____ No
Codes				Comments: _____ Yes _____ No
Engineering				Comments: _____ Yes _____ No
Finance				Comments: _____ Yes _____ No
Fire				Comments: _____ Yes _____ No
Information Technology				Comments: _____ Yes _____ No
Law				Comments: _____ Yes _____ No
Parks				Comments: _____ Yes _____ No
Planning				Comments: _____ Yes _____ No
Police				Comments: _____ Yes _____ No
Risk Manager				Comments: _____ Yes _____ No
Solid Waste				Comments: _____ Yes _____ No
Streets				Comments: _____ Yes _____ No
Water/Wastewater				Comments: _____ Yes _____ No



FOLLOWING IS AN OUTLINE FOR OBTAINING A SPECIAL EVENT PERMIT FROM THE CITY OF FRANKLIN

No person, firm, corporation or organization shall participate in, advertise for or in any way promote, organize, control, manage, solicit, or induce participation in an event on public property or a temporary street closure unless a permit has first been obtained from the City Administrator.

This outline is intended to serve as a guide and may not be inclusive of all City, State, and Federal requirements.

1. Obtain Permit Application Form from the City Administrator's Office (109 Third Avenue South, Suite 103 or online at www.franklintn.gov)
2. Return *completed* application along with a *check or money order for \$100* to the City Administrator's Office at least ninety (90) days prior to event.
3. The completed Special Event Permit Application Form and a Departmental Review Form will be distributed to representatives in the necessary Departments. The Department representatives will recommend approval, denial, or approval with changes. Department representatives may also list any prerequisites required by that Department.
4. The City Administrator's Office, with the help of other City Departments, will determine the minimum number of off-duty police officers and other public safety personnel required to assure the safety of all participants, the safety of the general public, and traffic flow around the event or parade. The event organizer will be responsible for hiring all necessary personnel deemed required by the City Administrator.
5. The Board of Mayor and Aldermen will review all large special event recommendations and determine approval, denial, or approval with changes. Small special events will be reviewed by the Parks Director or the City Administrator.
6. If alcohol, beer, and/or wine is sold or given away, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.
7. If the event is approved with changes, the City Administrator's office will assist and/or guide the organizer with making all necessary changes.
8. Included with the letter of conditional approval will be an outline of all necessary additional requirements.
9. Once the event organizer obtains all necessary additional requirements, the City Administrator's office will issue a Special Event Permit. At this time, the event organizer may be required to post a *security deposit, the amount of which will be dependent on the size, nature, and duration of event.*
10. If the event permit is denied, the City Administrator's office will issue a letter of denial. The event organizer may appeal by writ of certiorari to the Chancery Court.

ADDITIONAL REQUIREMENTS

Please read the following section carefully. It contains information that is important to the approval of your event.

A. Tent Permit

Contact: City of Franklin Fire Department
109 Third Avenue South
Franklin, TN 37064
Phone: 615-791-3270, Fax: 615-591-5615

A tent permit is required for all tents 10x12 or larger that are erected for a special event. Large events (with 500 persons or more in attendance) will be required to have a meeting with the Fire Department to discuss Fire Safety issues.

B. Electrical Permit

Contact: Codes Department
City of Franklin
109 Third Avenue South
Franklin, TN 37064
Phone: 615-790-7012

An Electrical Permit may be required for your event. Electrical Permits are obtained through the City's Codes Department. There will be an additional charge for this permit.

C. Health Department Permit

Contact: Director, Williamson County Health Department
1324 West Main Street
Franklin, TN 37064
Phone: 615-794-1542, Fax: 615-790-5967

If food will be served, the event organizer must call the Health Department to discuss rules and regulations. Health Department official(s) will do an on site inspection of all food vendors. The Health Department has the right to close any vendor not abiding by health codes.

D. Fire Marshal Regulations and Inspection

Contact: Fire Marshal
City of Franklin Fire Department
109 Third Avenue South
Franklin, TN 37064
Phone: 615-791-3270, Fax: 615-591-5615

The Fire Marshal's Office reviews site plans to determine clear access for emergency vehicles and clear access to fire hydrants and stand pipes. Event organizers will be required to provide a copy of a site diagram indicating the location of all tents, vendor booths or trailers, vehicles parked on site, stages, portable rest rooms, fencing, entrance gates, alcoholic and non-alcoholic beverage booths, etc. The diagram must also indicate where streets will be blocked and how (fencing, barricades, etc.). The site diagram should be returned with the completed Event Application and will be forwarded to the Fire Marshal's Office for approval. Any changes to the site diagram after initial approval must be re-submitted for review. **Organizers of large events MUST meet with the Fire Marshal's office 30 days prior to event and 5 days prior to event.** If the Fire Marshal On-Site Inspector determines that all rules have not been adhered to, or that unapproved changes have been made to the site layout, he/she can delay or stop the event until the site layout is revised and approved.

E. Alcoholic Beverages

1. Beer Board Permit

Contact: Assistant City Recorder
City of Franklin
109 Third Avenue South
Franklin, TN 37064
Phone: 615-791-3225

Events where beer is available will be required to apply for a beer permit. If there is any question as to whether a permit is needed, the event organizer should contact the City of Franklin's Assistant City Recorder at the above number and discuss the event in detail. A temporary Special Event Beer Permit authorizing the sale of beer on public owned property might be issued. The beer permit application must be in the name of the owner and signed by the owner, officer, chairman, or director of the organization. Due to the time involved in obtaining a Beer Permit, it is suggested that the event organizer start this process at least thirty (30) days prior to the event.

- Complete Application for Beer Permit can be obtained at the Business Office in City Hall (on Public Square).
- Fill out application completely and return it with appropriate fee. The application fee is non-refundable. The application must be filed fifteen (15) days prior to the next Beer Board meeting. The Beer Board meets once a month on the second Tuesday at 4:30 p.m.

2. Tennessee Alcoholic Beverage Commission

Alcoholic Beverage Commission
226 Capital Boulevard
Nashville, TN 37219-1804
Phone: 615-741-1602

The Tennessee Alcoholic Beverage Commission (TABC) is responsible for the enforcement and regulation of all phases of the alcoholic beverage industry in the State of Tennessee. For the sale or give-away of alcoholic beverages, other than beer, please contact them directly. A copy of the TABC permit will be required at your event.

F. Emergency Medical Services

Contact: Williamson Medical Center
Phone: 615-791-2094

The Williamson County Emergency Management Services should be alerted of any possible street closures in case of emergency. They can also provide first aid tents on-site. Please contact Emergency Medical Services for more details.

G. Event Signage

Contact: City of Franklin Codes Department
109 Third Avenue South
Franklin, TN 37064
Phone: 615-794-7012

City of Franklin Codes Department restricts certain types of signage and sign placement. Please contact the Codes Department for specific details.

J. Litter-free event

The City of Franklin encourages all events held in the City to be Litter-free. Event Coordinator should contact **Keep Williamson Beautiful** at 790-5848 or www.keepwilliamsonbeautiful.org for more information.

H. Sanitation and Environmental Services Deposit

City of Franklin Sanitation and Environmental Services Department
417 Century Court
Franklin, TN 37064
Phone: 615-794-1516

Event organizers must post a one thousand dollar (\$1000) deposit for events over 200 and a \$250 deposit for events under 200. The deposit will be refunded if the applicant restores the area to its condition prior to the event. 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. The check should be made out to the City of Franklin and delivered to the City Administrator's office.

***NOTE:** Fats, oils and grease are a leading cause of sewer backups, septic system failures and environmental disasters. Events that include deep frying cooking oil operations require that a grease pit be secured for on-site use. The primary sponsor of the event must provide proof a grease waste hauler is contracted to handle the grease waste and removal of the grease pit. All cooking grease MUST be removed from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. Sponsors needing assistance securing a grease waste hauler should contact the City's Solid Waste Department.

I. Good Neighbor letter

The event organizer may be required to deliver written notice to all businesses and residents on or near the event site. The notice must include the following:

- Date, time and location of event;
- Date, time and location of all related street closures;
- Name, address, and phone number of event organizer; and
- Name, address, and phone number for City Administrator's office.

It is suggested that the event organizers inform all businesses and residents within a two (2)-block radius of the event, of the event dates and any related street closures. The event organizer must provide the City Administrator's office with a copy of the letter and a mailing list of whom received the letter. If the event takes place in Downtown Franklin, the event organizer should contact the Downtown Franklin Association (615-591-8500) to alert them to possible closures. Any closure of Main Street will have an effect on Downtown businesses.

K. Vendors

For events that have multiple vendors, a form must be completed for *each vendor* that contains: Name and Location of Business, Name of Managing Agent, and Driver's License Number. Background checks will be conducted on *all* vendors. A Map of the event should be returned to City Administrator's office that shows location of each vendor.

ATTACHMENT A

16-107. Littering streets, alleys, or sidewalks prohibited. It shall be unlawful for any person to litter, place, throw, track, or allow to fall on any street, alley, or sidewalk any refuse, glass, tacks, mud, or other objects or materials which are unsightly or which obstruct or tend to limit or interfere with the use of such public ways and places for their intended purposes.

Provided, however, it shall be lawful for persons resident within the corporate limits of the City of Franklin to place fallen leaves at the edge of the public street for collection by the city garbage vehicles if such persons promptly notify the superintendent of streets that leaves have been so placed. From October 1 through December 31, leaves may be placed in loose piles at the street's edge. At all other times, leaves must be placed in bags or garbage cans and placed in a position accessible to city garbage vehicles. Persons not complying with these requirements shall be considered to be littering; to be in violation of this section; and to be subject to the penalties therefore.

Any person violating this section shall, in addition to any fine, which may be adjudged, be liable to the city for the cost of removing any such foreign matter from the streets.

It shall also be unlawful for any person to throw any litter, etc., into any private property from a public thoroughfare. (1976 Code, § 12-207)

ATTACHMENT B

TITLE 16: CHAPTER 5 SPECIAL EVENTS AND TEMPORARY STREET CLOSURES

SECTION

- 16-501. - Definitions.
- 16-502. - Permit or notice required for special events.
- 16-503. - Application for a permit.
- 16-504. - Time of filing application.
- 16-505. - Barricades, litter collection, and sanitary facilities.
- 16-506. - Hold harmless; liability insurance.
- 16-507. - Personnel cost; permit fee; grant program.
- 16-508. - Compliance with laws.
- 16-509. - Conditions in permits.
- 16-510. - Standards for issuance of a permit.
- 16-511. - Issuance or denial.
- 16-512. - Appeals procedure.
- 16-513. - Revocation of a permit.

Sec. 16-501. - Definitions.

- (1) Amusement ride or amusement attraction shall be defined as in Tennessee Code Annotated, § 56-38-102, excluding wholly inflatable attractions.
- (2) Private gathering means a special event that is held on private property and is not open to the public. A private gathering shall not be subject to the requirements of this chapter unless:
 - (a) A temporary street closure is requested;
 - (b) Two hundred or more people gather in a residential area during the course of the event; or
 - (c) Five hundred or more people gather during the course of the event.
- (3) Special event shall mean any public gathering such as a block party, local special event, parade, festival, celebration, concert, carnival, fair, exhibits, trade shows or any similar occurrence to be conducted on public or private property within the City of Franklin, Tennessee. Special events occurring entirely within structures that have been approved by the city for occupancy by 500 or more people shall be exempt from the requirements of this chapter.
- (4) Temporary street closure shall refer to a condition created by special event or private gathering to be conducted within or on any street or intersection in the City of Franklin, Tennessee, that requires all lanes of travel be closed for a public safety purpose. Any request for temporary street closure(s) is deemed a request for a special event and requires a special event permit. Any temporary street closure authorized in whole or in part by the city for municipal purposes, including, but not limited to, conveyance of traffic, or travel is exempt from this chapter. (1976 Code, § 12-501; Ord. No. 2004-64, 8- -2004)

Sec. 16-502. - Permit or notice required for special events.

(1) Notice for private gatherings. No permit shall be required for a private gathering unless a temporary street closure permit is requested; however, 72 hours notice to the police department shall be required. Such notice may be oral and shall contain the date, time and place of the gathering, as well as contact information.

(2) Permit required. No person, firm, corporation or organization shall participate in, advertise for or in any way promote, organize, control, manage, solicit, or induce participation in a special event or a private gathering where a temporary street closure is requested unless a special event permit has first been obtained from the city administrator.

(3) No person, firm, corporation or organization shall violate any of the terms of a permit issued for a special event or this article, nor join or participate in any permitted activity under this article over the objection of the permit holder, nor in any manner interfere with the progress or orderly conduct of a special event. (1976 Code, § 12-502; Ord. No. 2004-64, 8- -2004)

Sec. 16-503. - Application for a permit.

For special events, an application for a permit shall be made upon a form provided by the city administrator and shall contain all of the following information:

(1) The name, residence and business address, and phone number of each person and organization sponsoring the special event. If an organization, the application shall indicate whether it is authorized to do business within the State of Tennessee and contain the names, residences and business addresses, and phone numbers of the president or chairman thereof, and all other persons:

- (a) Having an interest or position of management or control in such organization;
- (b) Who are or will be engaged in organizing, promoting, controlling, managing or soliciting participation in such special event; and
- (c) Who will be vending or soliciting at the event under the special event permit.

(2) The date, or dates, and beginning and ending hours of such special event;

(3) The location, including blocks, streets, or intersections, in which such special event will occur and a map of same, and indicate where a temporary street closure is required, if any;

(4) The estimated number of persons who will participate;

(5) The purpose of the special event;

(6) Whether parking is requested to be restricted or prohibited during such closure;

(7) Whether any sound amplification equipment is proposed to be used, and if so, information describing such sound amplification. No sound amplification equipment shall be used in anyway contrary to the applicable city ordinance on sound amplification equipment, or contrary to the city ordinance on noise pollution;

(8) Whether or not charity, gratuity, or offerings will be solicited or accepted, or sales of food, beverages, including alcohol or beer, or other merchandise will occur;

(9) Whether any temporary street closure will occupy all or only a portion of the street or intersection involved;

(10) Whether the special event includes any amusement attraction or amusement ride; and

(11) Such other information as the city administrator deems reasonably necessary in order to carry out his duties under this chapter. (1976 Code, § 12-503; Ord. No. 2004-64, 8- -2004)

Sec. 16-504. - Time of filing application.

The application shall be filed not less than 90 nor more than 364 days prior to the scheduled street date of such special event. (1976 Code, § 12-504; Ord. No. 98-42, 6- -1998; Ord. No. 2004-64, 8- -2004)

Sec. 16-505. - Barricades, litter collection, and sanitary facilities.

When a special event permit is granted and includes a temporary street closure, applicants shall provide and remove such barricades and warning devices as are deemed necessary by and are acceptable to the city administrator. Applicants shall also provide for the collection and removal, at applicant's expense, of all trash, garbage, and litter caused by or arising out of such special event and for adequate sanitary facilities as are deemed necessary by the city administrator. Each applicant shall enter into a written agreement, specifying the duties to be performed under this section and the costs to be imposed. Such written agreement, shall be in a form approved by the city attorney and shall be binding after approval by the city administrator. (1976 Code, § 12-505; Ord. No. 2004-64, 8- -2004)

Sec. 16-506. - Hold harmless; liability insurance.

Applicants shall agree in writing to assume the defense of and indemnify and save harmless the city, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the city may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of special event and the activities permitted in connection therewith. The city administrator shall require the applicant to submit a certificate of insurance from a Tennessee state-licensed entity prior to the event in an amount no less than as specified in title 22, comprehensive fees and penalties, but within the discretion of the city administrator, depending upon the nature, size and duration of the event. (1976 Code, § 12-506; Ord. No. 2004-64, 8- -2004; Ord. No. 2010-56, § VIII, 9-14-2010)

Sec. 16-507. - Personnel cost; permit fee; grant program.

(1) In addition to a permit fee, applicants shall pay to the city the cost of city personnel who are required by the city to work overtime hours or other than regular shift or perform duties during or because of special event. An application for a special event permit shall be accompanied by a permit review fee as specified in title 22, comprehensive fees and penalties; for special events requiring a beer permit, the total fee for both the beer and special event permits shall be as set forth in title 8, chapter 2 of this Code. Governmental entities shall be exempt from permit fees.

(2) Organizers of events may apply for in-kind support from the City of Franklin, as provided in the "special event grant policy," which is hereby adopted by reference and made a part of this chapter as if fully set forth herein. The city administrator shall have the authority to administer the special event grant policy and amend its terms as needed. A copy of the special event grant policy shall be placed on file at the city recorder's office. (1976 Code, § 12-507; Ord. No. 2004-64, 8- -2004; Ord. No. 2010-56, § IX, 9-14-2010; Ord. No. 2011-25, § I, 6-14-2011, eff. 1-1-2012)

Sec. 16-508. - Compliance with laws.

Prior to issuance of a permit under this chapter, all applicable ordinances and laws shall be complied with and all required permits and licenses shall be secured in connection with such special event, or the proposed activities associated therewith including, but not limited to, peddling, street vending, charitable solicitations, collections or acceptance of gratuities, the sale of food, beverages, including alcohol or beer, or other merchandise, or the use of candles, torches, fires, or other combustibles, or amusement attractions or rides. (1976 Code, § 12-508; Ord. No. 2004-64, 8- -2004)

Sec. 16-509. - Conditions in permits.

(1) Conditions. Any permit granted under this chapter may contain conditions reasonably calculated to reduce or minimize the dangers and hazards to vehicular or pedestrian traffic or to the public health, safety, tranquility, morals, or welfare, including, but not limited to, changes in time, duration, numbers of participants, or noise levels.

(2) Deposit or bond. The city administrator may also require as a condition of the permit a deposit or bond to cover clean-up, damage or other costs. The amount of the deposit or bond shall be related to the size, nature, and duration of the event and shall be refundable, to the extent not exhausted by clean-up, damage or and other costs. (1976 Code, § 12-509; Ord. No. 98-42, 6- -1998; Ord. No. 2004-64, 8- -2004)

Sec. 16-510. - Standards for issuance of a permit.

A permit shall be issued when, from a consideration of the application and from such other information as may otherwise be obtained, all of the following circumstances exists:

- (1) The applicant has not knowingly and with intent to deceive, made any false, misleading or fraudulent statements of material fact in the application for a permit or in any other document required pursuant to this chapter;
- (2) The applicant has met the standards in this chapter, and paid in advance any fee required and agrees to such conditions as are imposed in the permit;
- (3) The time, duration and size of the special event will not substantially disrupt the orderly and safe movement of other traffic or create a public nuisance;
- (4) The special event is of a size or nature such that it will not require the diversion of so great a number of public safety officers of the city as to prevent normal public safety protection to the city;
- (5) The concentration of persons will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such special event;
- (6) The special event will not unduly interfere with the movement of firefighting equipment on the way to a fire or 911 call;
- (7) The special event will not unduly interfere with the orderly operation of parks, hospitals, churches, schools, or other public and quasi-public institutions in the city; and
- (8) The applicant has provided reasonable means for informing all persons listed in section 16-503, paragraph (1) of this chapter, and all other persons participating in the special event of the terms and conditions of such permit and all applicable laws. (1976 Code, § 12-510; Ord. No. 2004-64, 8- -2004)

Sec. 16-511. - Issuance or denial.

(1) Small special events. A special event where fewer than 200 people gather during the entire course of the event shall be considered a small special event. The city administrator shall have authority to issue or deny a small special event permit. Written notice of the issuance or denial of a permit shall be provided to the applicant within 14 business days of receipt of a complete application.

(2) Large special events. A special event where 200 or more people gather during the entire course of the event shall be considered a large special event. Applications for large special events shall be considered by the board of mayor and aldermen after consideration by the appropriate committees. Applicant must be present at all meetings where the application is considered. Failure to appear shall constitute good cause for denial of an application. At least ten days prior to any committee or board meeting when a special event permit is to be considered, the applicant shall be given written notice by the city administrator that the application will be considered such notice to contain the recommendations of the city administrator and staff.

(3) Calculation. For the purposes of this section, the total number of people shall include all special event participants, workers and attendees.

(4) Denial. Applicants must meet the standards for issuance of a permit in order to receive a permit. Additional criteria for denial may include, but are not limited to:

- (a) Failure to submit a complete application with supporting documentation;
- (b) Previous revocation of a special event permit;
- (c) Previous convictions by the persons listed in section 16-503, paragraph (1) of this chapter for any crime involving moral turpitude within the past ten years;
- (d) A finding that the proposed activity or use will unreasonably interfere with the general public's use and enjoyment of the area at the time of the event or in the future due to repetitive use or damage to a public facility;
- (e) A finding that the proposed activity or use will unreasonably interfere with or detract from the public health, safety or welfare, or involve violence, crime or disorderly conduct, at least to the extent that can be reasonably foreseen;
- (f) A finding that the proposed activity or use will entail extraordinary or burdensome expense or emergency operations by the city; or
- (g) A finding that the proposed activity or use will constitute a nuisance to adjoining property owners.

(5) Notice. Written notice of the issuance or denial of a small or large special event permit shall be provided to the applicant within five business days of any final decision. If a permit is denied, said written notice shall state the reasons for denial. (1976 Code, § 12-511; Ord. No. 98-42, 6- - 1998; Ord. No. 2004-64, 8- -2004)

Sec. 16-512. - Appeals procedure.

An appeal from denial of the permit shall be by writ of certiorari to the chancery court. (1976 Code, § 12-512; Ord. No. 2004-64, 8- -2004)

Sec. 16-513. - Revocation of a permit.

Any permit for a special event issued pursuant to this chapter may be revoked by the city administrator, chief of police, fire chief or fire marshal, or their designees, at any time when by reason of emergency, disaster, calamity, disorder, riot, extreme traffic conditions, violation of this chapter or of any permit conditions, or undue burden on public services, it is determined that

the health, safety, tranquility, morals or welfare of the public or the safety of any person or property requires such revocation in light of all the circumstances. Notice of revocation of a permit shall be delivered in writing to at least one person named upon the permit by personal service or by certified mail, or if the special event has commenced, orally, or in writing, by personal contact or service, or by telephone. If the number of people attending the event exceeds the number permitted in the application, it shall constitute an undue burden on public services and the special event permit may be orally revoked. Continuance of a special event after such notice has been delivered is unlawful. Revocation of a permit, for any reason, shall constitute a valid reason for denial of any future special event application by the same persons, or any combination thereof, listed in section 16-503, paragraph (1) of this chapter.
(1976 Code, § 12-513; Ord. No. 2004-64, 8- -2004)

ATTACHMENT C

16-110. Parades regulated. It shall be unlawful for any club, organization, or similar group to hold any meeting, parade, demonstration, or exhibition on the public streets without some responsible representative first securing a permit from the recorder. No permit shall be issued by the recorder unless such activity will not unreasonably interfere with traffic and unless such representative shall agree to see to the immediate cleaning up of all litter which shall be left on the streets as a result of the activity. Furthermore, it shall be unlawful for any person obtaining such a permit to fail to carry out his agreement immediately to clean up the resulting litter. (1976 Code, § 12-210)



OFFICE USE ONLY:

Permit No: _____

CITY OF FRANKLIN PARKS DEPARTMENT

PARKS EVENT PERMIT APPLICATION

- *Application for 199 participants or less is Due 30 Days Prior to Scheduled Event.*
- *Please read application carefully and fully complete each section.*
- *A non-refundable application fee of \$100 is due at time of filing.*

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

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

1) Location requested:

Aspen Grove Park_____ Liberty Park_____ The Park @ Harlinsdale_____
Fieldstone Park_____ Pinkerton Park_____ Eastern Flank Battle Park_____
Jim Warren Park_____ Winstead Hill Park_____ Other: _____

2) Name/purpose of event: _____

3) Date or dates of event: _____

4) Time of Event: _____

5) Set-Up Date/Time: _____ Tear-down Date/Time: _____

6) Name of Applicant and Organization Requesting Permit:

a) Address: _____

b) Phone: _____ c) Cell: _____ d) Fax: _____

e) E-mail address: _____



- 7) Person in charge on day of event: _____
Cell: _____ E-mail address: _____
Additional Contact #2: _____
Cell: _____ E-mail address: _____
Additional Contact #3: _____
Cell: _____ E-mail address: _____
- 8) Description of event (use additional sheets if necessary): _____

- 7) ENCLOSE A MAP of event site, detailing any temporary structures, location of vendors, vendor parking, volunteers parking, etc.
- 8) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:

- 9) Please attach a list containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.
- 10) Is your organization based in Williamson County? Circle: Yes or No
(if no, please state where): _____
- 11) Is your organization authorized to do business in Tennessee? Circle Yes or No (If yes, please provide a copy.)
- 12) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status.



- 13) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. _____
- 14) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle: Yes or No.
- 15) Is this event a fundraiser? Circle Yes or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? _____

- 16) Will parking in the area of the event need to be restricted or prohibited? Circle Yes or No.
- 17) Will your event require overflow parking?
If yes, how many vehicles do you anticipate _____ (Event organizers are responsible for parking attendants).
- 18) Will any sound amplification equipment be used during the event? Circle yes or no. If no, please skip to Question #22.
- 19) For what purpose will sound amplification be used? (i.e. announcements, entertainment, etc.)

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

- 21) During what time period is sound amplification requested? _____
- 22) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.) _____



23) Will any stages, amusement attractions, or amusement rides be erected for the event? Circle: Yes or No.

- If yes, Applicant must give specific details as to the location and type of games/activities, i.e. Horseshoes, relay races, inflatable's, etc. along with the name of the company providing the stages and/or activities. Applicant must also include a copy of that company's insurance certificate indicating coverage, Including Workers Compensation Coverage and listing the City of Franklin as additionally insured.
- For stages constructed on site prior to the event – that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event.
- Rented inflatable's/interactive that are setup and manned by applicant must be included specifically in applicants certificate of insurance.

24) What, if any, vendors will be present at event? (i.e. medical related, shirts, arts, etc.) Please provide detailed listed. Use additional sheets if necessary.

- Will food, beverages, or merchandise be sold or given away? Circle Yes or No.
- If yes, clean-up is required. Please provide name of clean-up provider, phone number, and date and time clean-up is to occur. A refundable damage deposit (current fee schedule) in the form of a check only, is due at the time this agreement is signed by the Parks Director.
- Organizations event coordinator/representative and Parks Dept. representative will conduct a Pre-Event meeting the day 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 event coordinator/representative and a Parks Dept. representative to re-assess the site for trash, damage and securing, with caution tape and signage (provided by event group), any tents left for removal.
- Damage deposit will be refunded within ten (10) working days after the event has occurred only after a satisfactory Post Event Check List has been completed and signed off on, by both Parks Dept. and organization requesting event.
- If clean-up is not done properly the organization requesting the permit may be fined (See attachment A).
- 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. 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.*

- Will your event include tents or other temporary structures, propane use, or open flames? Circle: Yes or No. If yes, other permits may be required from the City of Franklin Fire Department or Codes Department.
- Events using tents 10 x 20' or larger require permitting from Franklin Fire Dept., call 791-3270 to schedule inspection. Parks Dept. requires applicant to provide safety measures on all tents, especially those setup the day before the actual date of the event. Tents should be taken down the date the event has ended.

25) *Please read Additional Requirements section of this application for more information.*

26) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.*

PLEASE READ ATTACHMENTS BEFORE SIGNING APPLICATION.

- ❖ I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- ❖ I/We do swear or affirm that all of the information given in this application is true and complete.
- ❖ **I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims, including death, to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence, known or unknown, of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator. *(Please see current insurance requirements)***
- ❖ I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- ❖ The application for an event permit shall be filed not less than 30 days nor more than 364 days prior to the scheduled date of such event. Failure to file in a timely manner may result in denial of a permit.



- ❖ The City reserves the right to require one or more City of Franklin police officers or other emergency personnel are present at any and all events that occur within the city limits. Please budget for this request at a rate of \$40.00 per hour at a minimum of three (2) hours.
- ❖ All applications will be reviewed on a case-by-case basis. Some activities may require additional risk management steps to minimize any foreseeable exposures to losses. As such, the city reserves the right to require additional steps to minimize any foreseeable exposures.

BY: _____ Date: _____

(Signature and title – must be officer of organization)

_____ Date: _____

Program Specialist, City of Franklin Parks

_____ Date: _____

Suzanne Carter, Recreation Supervisor, City of Franklin Parks

_____ Date: _____

Paige Cruse, Assistant Director, City of Franklin Parks

Return application to:

City of Franklin Parks Dept.,

P.O. Box 305 Franklin, TN 37065

615-794-2103(office) 615-791-3250 (FAX)

For official use only
**Scan and Send
completed
application with all**

MAP OF EVENT SPACE:



FRIENDS OF FRANKLIN PARKS INCIDENT REPORT

This report should be completed and returned to: Friends of Franklin Parks, PO BOX 549 ,
Franklin, TN 37064 NO LATER than the following day of the noted incident.

Name: _____ Phone: _____

Address: _____ DOB: _____

Incident Date: _____ Time: _____ Location: _____

Activity Involved: _____

Incident Description: _____

Witness Names and Phone Numbers: _____

If there was an injury, describe that injury: _____

Was medical attention administered? If so, what was done? _____

Was there transport to a doctor and/or hospital? _____ If so, to where? _____

Who did the transport? (Parent/EMS) _____

If this was an organized activity, who was the on-site person in charge? _____

☐ City of Franklin notified within 24 hours if incident occurred on city property?

Name/Phone of person completing this report? _____

Parent Names: _____

Historic Hayes Home



16,000sq ft
Event Lawn

1.08 Acres

Fencing

Pedestrian Gate

Vehicular Gate



FRANKLIN DISCIPLINER
This map was created by the City of Franklin, TN
Department and was compiled from the most authentic information
available. The City is not responsible for any errors or omissions
contained herein. All data and material Copyright © 2020.
All Rights Reserved.

City of Franklin, Tennessee Insurance Requirements

City Contract No. [REDACTED] / City Project No. [REDACTED] / City Procurement: [REDACTED]

Before [REDACTED] work pertaining to this procurement / project commences at the City of Franklin, Tennessee ("City") job site] / [REDACTED] delivery of the (products and) services pertaining to this City of Franklin, Tennessee ("City") procurement / project commences] / [REDACTED] award of the procurement / project by the City of Franklin, Tennessee ("City")], [REDACTED] ("Service Provider") shall provide one or more certificates of insurance providing evidence of the following minimum types and limits of unexpired insurance coverage [the table that follows shall be modified by Purchasing for the specific procurement based on direction by CoF Risk Management]:

Type of Coverage	Limits of Coverage	Certificate of Insurance
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 - Coverage shall be Primary and Non-Contributory - Limits shall apply on a Per Project Basis - Waiver of Subrogation shall apply	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder ¹ only OR Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached
Workers Compensation ²	- Statutory Limits - Waiver of Subrogation shall apply	Certificate Holder ¹ only
Employers Liability ²	\$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 ¹ only
Installation Floater	Total value of the total insurable property value of any supplies and materials to be provided by the City (rather than by Service Provider) for the procurement / project	Certificate of Insurance shall indicate Certificate Holder ¹ as Loss Payee
Builders Risk	Total insurable property value of building and materials with Special Cause of Loss form	Certificate of Insurance shall indicate Certificate Holder ¹ as Named Insured or Loss Payee
Employee Dishonesty	\$500,000 Per Occurrence	Certificate Holder ¹ only
Professional Liability	\$1,000,000 Combined Single Limit	Certificate Holder ¹ only
Cyber	\$1,000,000 Cyber Liability \$500,000 Network and Information Security Expenses	Certificate Holder ¹ only

¹ Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

² Workers Compensation and Employers Liability coverages are not required for Tennessee employers with fewer than five (5) employees except that employers in the construction business or trades (construction service providers) are required to carry Workers Compensation coverage unless they are sole proprietors or partners with no employees.

City of Franklin, Tennessee Insurance Requirements

City Contract No. [redacted] / City Project No. [redacted] / City Procurement: [redacted]

Type of Coverage	Limits of Coverage	Certificate of Insurance
Umbrella or Excess Liability	\$1,000,000 Each Occurrence and \$2,000,000 Aggregate	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed Operations

[If not for a term of award, then use two paragraphs following:]

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the supply and delivery by the Service Provider and the acceptance by the City of all of the products and/or services ordered from the Service Provider, pursuant to this procurement / project, then the Service Provider shall immediately suspend work or supply, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the Service Provider, unless and until the Service Provider provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the supply and delivery by the Service Provider and the acceptance by the City of all of the products and/or services ordered from the Service Provider, pursuant to this procurement / project, then the Service Provider shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancellation, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the Service Provider, unless and until the Service Provider provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

[If for a term of award, then use two paragraphs following:]

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of the term of award, including any extensions thereto, pursuant to this procurement / project, then the Service Provider shall immediately suspend work or supply, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the Service Provider, unless and until the Service Provider provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of the term of award, including any extensions thereto, pursuant to this procurement / project, then the Service Provider shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancellation, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the Service Provider, unless and until the Service Provider provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

[Regardless of whether for a term of award:]

Insurance Requirements date: {date}

Page 2 of 3

City of Franklin, Tennessee Insurance Requirements

City Contract No. [REDACTED] / City Project No. [REDACTED] / City Procurement: [REDACTED]

Service Provider agrees to impose City's insurance requirements upon any subcontractors it utilizes for this procurement / project. Use of any subcontractor for this procurement / project shall have been approved by City in advance of that subcontractor commencing work for this procurement / project.



File #: 20-01440

DATE: December 16, 2020
TO: Board of Mayor and Aldermen
FROM: Lisa Clayton, Director of Parks
SUBJECT:

Consideration Of The Updated Master Plan For Liberty Park.
CIC 12/10/20, 4-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) from the original professional service contract COF Contract No. 2019-0378 updated Liberty Park master plan.

BACKGROUND/STAFF COMMENTS:

On February 11, 2020, the Board of Mayor and Alderman approved COF Contract No. 2019-0378 to retain consultant services to update and revise the original master plan for Liberty Park from 2007. The process took into consideration several months of planning and data collection to incorporate what was originally designed or existing facilities and updating the plan for new sports or activities for future use. The original master plan from 2007 had an amphitheater, nature trails, tennis courts, multiple pavilions for the site. Construction began in 2008 and while some of the elements were added such as parking areas, a disc golf course and playground; the majority stopped due the economy in '08. Since twelve years had passed, the goal was to revisit the site; certain elements originally proposed and how to change the site to fit today's athletic demands.

In the new master plan, inclusion was a key word in updating the plan and improving the overall site. In 2019, the Parks Department met with several users of the park property. First was the Farmer's Market and how improving the site would assist this community driven program to be better for the seller and the buyer during peak seasons of the year. Secondly was a group of Cricket Players who requested practice space on the property. The growing sport of Cricket has over 400+ players in a league operated by Metro Nashville Parks. Over half of the players live in Williamson County with many living in Franklin. The opportunity to work with a diverse group of athletes who work and live in Franklin helped provide input into the new practice facility proposed. The third is building from the original plan of constructing tennis courts and hearing the need for pickle ball courts for the residents in the area. In 2019, the City opened the first mountain biking trails in the Cool Springs area which is less than a mile from Liberty Park. It will be very important to provide a true trailhead, restroom and parking area for those athletes who are starting the sport or decide to do several miles in the future. Where the 2007 plan had nature trails and an amphitheater, those have been replaced with mountain biking trails and adequate parking to serve the trails and disc golf.

FINANCIAL IMPACT:

The total projected cost for proposed Liberty Park improvements within the master plan is estimated at approximately \$14,353,000. Attached is an itemized budget for the cost of each proposed improvement. Upon approval of the Board of Mayor and Alderman of the 2020 master plan, the Parks Department shall review the current capital improvements budget and update the Capital Investment Project sheets along with providing the current amount of parkland impact fees set aside to pay for the first set of improvements from the master plan. Currently, \$5,400,000 budgeted through the approved Capital Investment Plan for these improvements. Liberty Park is located in quadrant one which is on track to having future development with residential growth to pay for the majority of improvements for this community park over the next five to eight years.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve the updated master plan for Liberty Park.





City of Franklin - Liberty Park				
November 24, 2020			Owner Acceptance	
Description	Tab	Total Cost	Yes	No
Pickleball Facility	1	\$ 446,300		
Tennis Facility	2	\$ 1,314,130		
Main Restroom Building	3	\$ 1,111,980		
Satellite Restroom Building - Dog Park	4.1	\$ 417,450		
Satellite Restroom Building - Cricket Facility	4.2	\$ 424,050		
Satellite Restroom Building - Trails	4.3	\$ 585,900		
Playground Additions	5	\$ 630,230		
Open Air Farmers Market	6	\$ 412,160		
Baseball Batting Cage Addition	7	\$ 367,560		
ADA Ramp and Integrated Stair	8	\$ 252,320		
Refurbished Parking Area	9	\$ 910,510		
Mountain Bike Trail	10	\$ 113,120		
Pump Track	11	\$ 751,000		
Cricket Practice Field	12	\$ 1,852,160		
Cricket Batting Cages	13	\$ 583,590		
Redeifned Storm Water	14	\$ 522,090		
12' Sidewalks	15	\$ 421,510		
Mountain Bike Trailhead	16	\$ 9,580		
Baseball Fields Seating Enhancements	17	\$ 1,676,490		
General Conditions (\$55,000 per month)				
Number of Months	10	\$ 550,000		
Construction Costs		\$ 13,352,130	\$ -	\$ -
Design Fee (7.5%)		\$ 1,001,410	\$ -	
Total		\$ 14,353,540	\$ -	



LEGEND:

● SITE AMENITIES

- 1 PICKLEBALL FACILITY
- 2 TENNIS FACILITY
- 3 MAIN RESTROOM BUILDING
- 4 SATELLITE RESTROOM BUILDING
- 5 PLAYGROUND ADDITIONS
- 6 OPEN AIR FARMERS MARKET
- 7 BASEBALL BATTING CAGE ADDITION
- 8 ADA RAMP INTEGRATED STAIRS
- 9 REFURBISHED PARKING AREA
- 10 MOUNTAIN BIKE TRAIL
- 11 PUMP TRACK
- 12 CRICKET PRACTICE FIELD
- 13 CRICKET BATTING CAGES
- 14 REDEFINED STORMWATER
- 15 12' SIDEWALKS
- 16 MOUNTAIN BIKE TRAIL HEAD

● EXISTING SITE AMENITIES

- 1 COLUMBIA STATE COMMUNITY COLLEGE
- 2 TVA EASEMENT
- 3 MARS PETCARE CORPERATE OFFICE
- 4 SITE UTILITY BUILDING
- 5 BASEBALL FIELDS
- 6 BATTING CAGES
- 7 DOG PARK
- 8 SALT FACILITY
- 9 PLAYGROUND
- 10 DISC GOLF COURSE

