



Meeting Agenda

Work Session

Tuesday, March 23, 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: 942 6077 0257 Passcode: 170222. 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 3:30 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 2021-43, A Resolution Declaring That The Board Of Mayor And Aldermen Members Shall Meet On March 23, 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

WORK SESSION DISCUSSION ITEMS

2. Consideration Of Special Event Permit For Bourbon And Bubbles Event Sponsored By iHeart Media On May 22, 2021 At The Park At Harlinsdale Farm, Partially Benefitting Friends Of Franklin Parks.

Sponsors: Lisa Clayton, Milissa Reiersen

3. Consideration Of Special Event Permit For The Pilgrimage Music And Cultural Festival At The Park At Harlinsdale Farm To Be Held September 24-26, 2021.

Sponsors: Milissa Reiersen

4. Consideration Of Long-Term Special Event Permit For The Pilgrimage Music And Cultural Festival At The Park At Harlinsdale Farm (2021 Through 2025).

Sponsors: Milissa Reiersen

5. *Consideration Of COF Contract No. 2020-0345, Parkland Impact Fee Agreement (Fee Only) With Cross Family LP For Property Known As Tuck Away PUD.
Sponsors: Lisa Clayton
6. Consideration Of COF Contract No. 2021-0009, Parkland Impact Fee Agreement With Chadwell Partnership For Chadwell PUD Subdivision.
Sponsors: Lisa Clayton
7. Consideration Of DRAFT COF Contract No. 2021-0020, A Road Impact Fee Reimbursement Agreement With Chadwell Partnership in the amount of \$1,334,801.25.
Sponsors: Jimmy Wiseman
8. Consideration Of DRAFT COF Contract No. 2021-0040, An Agreement For Reimbursement Of Costs For Sanitary Sewer Collection System For Chadwell Partnership PUD.
Sponsors: Vernon Gerth, Michelle Hatcher, Ben McNeil
9. *Consideration To Grant Sanitary Sewer Availability For 1256 Lewisburg Pike.
Sponsors: Michelle Hatcher
10. Consideration Of Resolution 2021-25, A Resolution Authorizing The Request Of Justice Cornelia A. Clark To Be Interred At Rest Haven Cemetery.
Sponsors: Lisa Clayton
11. *Consideration Of Resolution No. 2021-40, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Providers For Both Emergency Debris Clearing And Removal Services As Well As Monitoring Of Emergency Debris Clearing And Removal Services On Behalf Of Both The City Of Franklin As Well As The Other Incorporated Local Governments Of Williamson County, Including The Williamson County Government Itself (Purchasing Office Procurement Solicitation Nos. 2021-004 And 2021-005).
Sponsors: Mark Hilty, Jack Tucker, Glenn Johnson, Brian Wilcox
12. Presentation On An Update To The Impact Fees Collected By The Water Management Department For Connection To The City's Water And Sewer System.
WS 1/26/21
BOMA 2/23/21
Sponsors: Michelle Hatcher, Brian Goodwin
13. Presentation On The New City Hall Facility Public Engagement Plan.
Sponsors: Vernon Gerth, Kelly Dannenfelser

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 #: 21-01852

DATE: March 17, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Resolution 2021-43, A Resolution Declaring That The Board Of Mayor And Aldermen Members Shall Meet On March 23, 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 2021-43.

RESOLUTION 2021-43

A RESOLUTION DECLARING THAT THE BOARD OF MAYOR AND ALDERMEN SHALL MEET ON MARCH 23, 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, Executive Order No. 71, and Executive Order No. 78 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 March 23, 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 March 23, 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/10757/1092>

IT IS SO RESOLVED AND DONE on this 23rd day of March, 2021.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

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



File #: 21-01849

DATE: March 12, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Milissa Reiersen, Communications Manager

SUBJECT:

Consideration Of Special Event Permit For Bourbon And Bubbles Event Sponsored By iHeart Media On May 22, 2021 At The Park At Harlinsdale Farm, Partially Benefitting Friends Of Franklin Parks.

PURPOSE:

The purpose of this memorandum is to outline recommendations for the Bourbon and Bubbles event at Harlinsdale Farm.

BACKGROUND/STAFF COMMENTS:

iHeart Media has requested a special event permit for the Park at Harlinsdale Farm on Saturday, May 22. This is a first-time ticketed event and will partially benefit Friends of Franklin Parks with 15 percent of proceeds.

The organizers intend to open the event to a maximum of 2,000 attendees from 5:00 pm to 9:00 pm.

- Tickets will be sold for \$50.00 per person
- Event will feature live music with acoustic sets in front of and behind the main barn and one in the field to the right of the barn
- Event will feature food trucks in paved parking area near main barn.
- Event will feature beer & liquor tasting booths surrounding the main barn area.

Set-up would begin on May 21. Tear down would take place May 23. Visitors to the Park at Harlinsdale Farm outside of this event will still have access to the park.

This is the one of the first large event of the year and continue to implement precautions related to the COVID-19 pandemic. The City's Special Events Advisory Team (SEAT) carefully this application is recommending the event based on the following factors:

- This is outdoor event in a large area with significant ability to space our attendees.
- The event is limited to 2,000 ticketed attendees.
- Many of the City staff working the event are fully vaccinated.
- The event organizers are abiding by safety protocols driven by public health guidelines.

Staff will continue to work with organizers for specific requirements, including suggested safety guidelines and protocols as it relates to Covid-19. Some guidelines suggested are included below.

- Event organizer will follow all CDC and Tennessee Pledge guidelines and any or all executive orders in place at the time of the event as they relate to large gatherings.
- Every effort will be made to give as much notice as possible, however, event organizers should be prepared to cancel or postpone large events and gatherings if required.
- The City Administrator or his designee may cancel or modify an event up to 24-hours prior to the opening of the event.
- Event organizers should continually assess current conditions regarding the spread of COVID-19 and engage with local public health officials when deciding whether to postpone, cancel, or reduce the number of attendees (if possible) for gatherings.
- Event organizer will have masks and hand sanitizer available for event staff and volunteers.
- If a mask mandate is in place, event staff and volunteers must wear masks. If a mask mandate is not in place, the event organizer will strongly encourage masks among event staff and volunteers.
- Provide hand washing stations and/or hand sanitizer and disinfectant wipes for attendees and participants.
- Maintain hygiene supplies and regularly sanitize porta-potties (wearing appropriate PPE) throughout event.

Staff will also work with the Franklin Road project manager to determine the best way to handle traffic and pedestrians during the event.

FINANCIAL IMPACT:

The applicant covers the cost of staff, facility usage, and any damage that occurs during the event (including set-up and tear-down).

RECOMMENDATION:

Approval of the special event permit for the Bourbon and Bubbles event is recommended by the Special Events Advisory Team.



City of Franklin

Special Event Permit Application

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

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

Please list all that apply:

- Festival/Fair

- Name/purpose of event:** Bourbon & Bubbles
- Location Requested:** (if Temporary Street Closure, list major roads to be closed):
N/A
- Date or dates of event:** 04/10/2021
- Start/End Times of Event:** 5p - 9p
What date/time will set-up begin? 4/9/2021 8:00 AM
What date/time will tear-down be complete? 4/10/2021 11:00 PM
**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
- Time of Street Closure** (if applicable): N/A
- An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 2,000 Event Staff/Volunteers: 200 Total: 2,200
- Name of applicant and Organization Requesting Permit:**
Candace Price - iHeartMedia Nashville
a) Address: 55 Music Square West
Nashville, TN 37203
b) Phone: 6154569059 **c) Cell:** **d) Fax:**
e) E-mail address: candaceprice@iheartmedia.com
- DETAILED description of event** (use additional sheets):
Beverage Tasting event including Food Trucks, Acoustic Live Music stages throughout - small jazz type bands. A portion of proceeds will benefit Friends of Franklin Parks. We will spread out to provide for social distancing for current CDC recommendations.
- ENCLOSE A DETAILED MAP** of event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. **For large-scale events, map should be obtained from the City's GIS division**

Please detail any restricted parking areas on the event map.

Event Map: Bourbon & Bubbles example map.pptx

10. **Person in charge on day of event:** Candace Price

Cell: 6154569059

E-mail address: candaceprice@iheartmedia.com

11. **Name and Cell Number of at least two others available on day of event:**

Name: Chris Price

Cell: 6157140269

E-mail address: c2price@msn.com

Name: Caroline Hall

Cell: 9018271724

E-mail address: carolineahall@iheartmedia.com

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.

Administrative Contact List: [Admin contacts for Bourbon & Bubbles.docx](#)

13. **Where is your organization based?** Nashville

14. **Is your organization authorized to do business in Tennessee?** Yes

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?** No

IRS tax exemption letter:

16. **Will you charge an admission fee?** Yes

Average admission fee: 50 +/-

17. **Will you charge a vendor participation fee?** Yes

Average vendor participation fee? 500 +/-

18. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**

19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** No

20. **Is this event a fundraiser?** Yes

What organization will be the benefactor of event? Friends of Franklin Park

What percentage of funds will they receive? 15%

21. **Will parking in the area of the event need to be restricted or prohibited?** No

22. **Will any sound amplification equipment be used during the event?** No

23. **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.

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

Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.** Beverage tents and sponsors

25. **Will food, beverages, or merchandise be sold or given away?** Yes

Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.

Clean Up Plan and Provider: [Clean up plan.docx](#)

26. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
27. **Will you require a temporary water tap?** No
If yes, please list exact locations:
28. **Will alcohol, beer, and/or wine be given away or sold?** Yes
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.
29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require 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.*
30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
Good Neighbor Letter: [Good neighbor letter updated.docx](#)
Good Neighbor Letter Mailing List: [Good neighbor letter.docx](#)



Rules and Regulations

Please Read All Attachments Before Signing Application.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all 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 mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.
- 4) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.
- 5) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.
- 6) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 7) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 8) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.
- 9) 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.
- 10) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY: Candace Rice Event Director Date: 12/8/20
(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

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

Event Name: Bourbon & Bubbles

Signature: _____



FORM 1

Buildings, Structures, & Power Sources

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

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

All Permit applications are subject to permit fees.

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

Event Name: Bourbon & Bubbles



FORM 1

Signature: _____

Sound Amplification

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

Applicant/Organization: Candace Price - iHeartMedia Nashville

Event Name: Bourbon & Bubbles

Event Date(s): 04/10/2021

1. **Time amplification equipment will be used:** From: To:
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). Provide map/layout if necessary.:

Sound Amplification Map:

3. **For what purpose will sound amplification be used?** Please list all that apply:

4. **Type of Amplifier:**

5.

Number of Amplifiers:	Number of Speakers:	Number of Performers:
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6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

Name:	Cell:	E-Mail:
Name:	Cell:	E-Mail:

Authorized Signature: Candace Price

Date: 12/09/2020

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

Bourbon & Bubbles



-  Tasting Tent
-  Food
-  Music
-  Restrooms



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.

Bourbon & Bubbles Administration List

Candace Price – 615-456-9059

Chris Price – 615-714-0269

Security – TJ Demartino – 615-406-4790

Clean up plan TBD

December 7, 2020

To Whom it May Concern

This is a Good neighbor letter to inform you of an upcoming event at The Park at Harlinsdale Farm.

Bourbon & Bubbles Tasting Event

To Benefit The Friends of Franklin Parks

Saturday, April 10, 2021

5p-9p

Approximately 2,000 in attendance

No street closures are applicable.

Event Contact:

Candace Price

615-456-9059

candaceprice@iheartmedia.com

City Contact:

Monique McCullough

615-948-3205

Moniquem@franklintn.gov

Please contact Candace Price with any questions.

Thank you!

Candace Price

Bourbon & Bubbles Vendor List TBD

Open Issues: 7

FIRE--Miscellaneous Review

General Issues

1. Tents

curt.edelmann@franklin.tn.gov The sizes of the tents are not shown on the drawing. If the intent is to use nominal 10-ft x 10-ft pop-up tents, using tents that are flame-retardant is encouraged but not required.

Tents larger than 20-ft x 20-ft require a flame-retardant certificate or label.

All tents must be properly secured. From the drawing, it appears that the tents will be on turf. Stakes are recommended. Otherwise, 40-pounds of ballast is required for each leg.

Please revise the drawings to show the size of the tents.
[Edited By Curt Edelmann]

2. Tents

curt.edelmann@franklin.tn.gov Tents must be located a minimum of 20-feet from structures. Revise the drawings to include the minimum dimension.
[Edited By Curt Edelmann]

3. Fire extinguishers

curt.edelmann@franklin.tn.gov Tents 20-feet by 20-feet or larger must have a fire extinguisher. Minimum 5-pound all-purpose fire extinguisher.

Pop-up tents using open-flames must have a fire extinguisher.

4. Food trucks

curt.edelmann@franklintn.gov Food trucks must meet the following requirements:

1. Food trucks are spaced 10-feet apart
2. Food trucks with cooking operations require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
3. Food trucks with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
4. Food trucks using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
5. Food trucks using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals.
6. Only listed safety cans are used to dispense gasoline or other flammable liquids.

Revise the drawing to show proper food truck spacing.

5. Stages

curt.edelmann@franklintn.gov Stages and sound booths require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.

6. Advisory Comment

curt.edelmann@franklintn.gov The buildings at Harlinsdale are not approved for occupancy by the public.

Sanitation and Environmental Services

General Issues

7. Solid Waste Service

nate.ridley@franklintn.gov

- How many volunteers will you have on site for clean-up?
- What type of containers will you be using.

Sanitation can provide parks with extra containers, if needed.

Thanks,
Nate

SES recommends the use of 2-3 dumpsters of 8 cubic yard capacity each, dependent upon amount of food vendors and anticipated waste. SES can provide dumpsters at \$110.00 per container and can deliver prior to the event. Please contact Wayne Sullivan (615-604-1575) or Nate Ridley (615-390-0984) if you wish to use SES for containers. Clean up during the event will be executed with janitorial services hired by the event coordinator. No SES staff or Trucks will be provided during the event.

[Edited By Bobby Sullivan]



File #: 21-01806

DATE: March 3, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Communications Manager

SUBJECT:

Consideration Of Special Event Permit For The Pilgrimage Music And Cultural Festival At The Park At Harlinsdale Farm To Be Held September 24-26, 2021.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning recommendations for the 2021 Pilgrimage Festival at Harlinsdale Farm.

BACKGROUND/STAFF COMMENTS:

Pilgrimage Foundation has requested a special event permit for the Park at Harlinsdale Farm in September 2021. As with most festivals last year, the 2020 event was canceled due to the pandemic. As standards to slow the spread of the Coronavirus during festivals and events are adopted by the industry, Pilgrimage organizers will incorporate these guidelines into their event plan.

The organizers intend to implement the same plan submitted for the 2020 event with the following changes:

- There will only be two main stages – Midnight Sun and Gold Record Road. There will not be a stage located inside the Arena.
- Request to extend hours of the event to 10 p.m. on Saturday and Sunday.

Again, this year, the maximum number of tickets is set at 25,000 per day. Set-up would begin on September 13th. Tear down would end on October 1st.

FINANCIAL IMPACT:

The applicant covers the cost of staff, facility usage, and any damage that occurs during the event (including set-up and tear-down).

RECOMMENDATION:

Staff recommends approval of the event with consideration of the time extension on Saturday only (not Sunday). Staff will continue to work with organizers for specific requirements, including safety guidelines and protocols as it relates to COVID-19. Staff will also work with the Franklin Road project manager to determine the best way to handle traffic and pedestrians during the event.



City of Franklin

Special Event Permit Application

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

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

Please list all that apply:

- Festival/Fair

- Name/purpose of event:** Pilgrimage Festival 2021
- Location Requested:** (if Temporary Street Closure, list major roads to be closed):
The Park at Harlinsdale Farm - partial closure of Franklin Road and Liberty Pike for site ingress and egress per the traffic plan developed with, submitted to and approved by the City of Franklin
- Date or dates of event:** 09/24/2021, 09/25/2021, 09/26/2021
- Start/End Times of Event:** 10am to 10:00pm each day What date/time will set-up begin? 9/14/2020 12:00 AM What date/time will tear-down be complete? 10/2/2020 5:00 PM *Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).
What date/time will set-up begin? 9/14/2021 12:00 AM
What date/time will tear-down be complete? 10/2/2021 5:00 PM
*Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).
- Time of Street Closure** (if applicable): As per the 2020 plan submitted to and approved by The City of Franklin which will be amended to the plan for 2021
- An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 25,000 Event Staff/Volunteers: 1,500 Total: 26,500
- Name of applicant and Organization Requesting Permit:**
william brandt wood - Pilgrimage Presents, LLC
a) Address: 230 Franklin Road Suite 12H
Franklin, TN 37064
b) Phone: 6157218111 **c) Cell:** **d) Fax:**
e) E-mail address: brandt@pilgrimagefestival.com
- DETAILED description of event** (use additional sheets):
Multi-day music festival with multiple stages, food and beverage booths, maker village, and back of house operational infrastructure.

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

Please detail any restricted parking areas on the event map.

Event Map: [2020 PMCF Site Plan 200423.pdf](#)

10. **Person in charge on day of event:** William Brandt Wood
Cell: 214-952-9663 **E-mail address:** brandt@pilgrimagefestival.com
11. **Name and Cell Number of at least two others available on day of event:**
Name: Sharif Zawaideh **Cell:** 206-799-5136 **E-mail address:** sharif@pilgrimagefestival.com
Name: Kevin Griffin **Cell:** 323-599-6643 **E-mail address:** kevin@pilgrimagefestival.com

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.

Administrative Contact List: [PMCF 2021 Org Chart.pdf](#)

13. **Where is your organization based?** Williamson County
14. **Is your organization authorized to do business in Tennessee?** Yes
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?** Yes
IRS tax exemption letter: [Pilgrimage Foundation, INC - IRS Determination Letter.pdf](#)
16. **Will you charge an admission fee?** Yes
Average admission fee: 185
17. **Will you charge a vendor participation fee?** Yes
Average vendor participation fee? 1,200
18. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**
19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes
20. **Is this event a fundraiser?** Yes
What organization will be the benefactor of event? Pilgrimage Foundation: Friends of Franklin Parks, Dark Horse Institute, Heritage Foundation, and more
What percentage of funds will they receive? 2
21. **Will parking in the area of the event need to be restricted or prohibited?** Yes
22. **Will any sound amplification equipment be used during the event?** Yes

23. **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.

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

Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.** Similar to 2019, applicants reviewed and approved by Pilgrimage Producers and Managers.
25. **Will food, beverages, or merchandise be sold or given away?** Yes
Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
Clean Up Plan and Provider: [Zero Hero.pdf](#)
26. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **NOTE:* Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
27. **Will you require a temporary water tap?** Yes
If yes, please list exact locations: per site plan
28. **Will alcohol, beer, and/or wine be given away or sold?** Yes
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.
29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require 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.*
30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
Good Neighbor Letter: [GNL 2021 DRAFT .pages](#)
Good Neighbor Letter Mailing List:



Rules and Regulations

Please Read All Attachments Before Signing Application.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all 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 mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.
- 4) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.
- 5) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.
- 6) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 7) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 8) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.
- 9) 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.
- 10) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY: *mmg* - manager Date: 1/20/21
(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

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

Event Name: Pilgrimage Festival 2021

Signature: _____



FORM 1

Buildings, Structures, & Power Sources

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

- Any site-built platforms (stages) and/or bleachers
- Any electrical work utilizing site-constructed equipment or wiring
- Any electrical equipment or work utilizing in excess of 120 volts
- Any cooking equipment requiring site modifications or additions (duct work
- exhaust systems
- electrical work
- etc.)
- or that utilizes in excess of 120 volts;

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

All Permit applications are subject to permit fees.

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



Signature: _____

Sound Amplification

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

Applicant/Organization: william brandt wood - Pilgrimage Presents, LLC

Event Name: Pilgrimage Festival 2021

Event Date(s): 09/24/2021, 09/25/2021, 09/26/2021

1. **Time amplification equipment will be used:** From: 07:00:00 AM To: 09:00:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). Provide map/layout if necessary.:
The Park At Harlinsdale Farm
Sound Amplification Map: [2020 PMCF Site Plan 200423.pdf](#)

3. **For what purpose will sound amplification be used?** Please list all that apply:

- Announcements/Speeches
- Band/Singers
- DJ
- Sound System

4. **Type of Amplifier:**

- PA System

5. **Number of Amplifiers:** TBD **Number of Speakers:** TBD **Number of Performers:** 60

6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

Name: William Brandt Wood

Cell: 214-952-9663

E-Mail: brandt@pilgrimagefestival.com

Name: Daryl Bentfield

Cell: 651-587-0563

E-Mail: daryl@pilgrimagefestival.com

Authorized Signature: william brandt wood

Date: 01/20/2021

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



**Pilgrimage 2021 cleanup plan will reflect 2019,
and will be overseen by Zero Hero.**



**We plan to work with our private vendor Zero Hero and Waste Management
to ensure the park is left better than we found it.**

**Zero Hero will be working under our Operations Director Sharif Zaweideh,
and in compliance with The Park at Harlinsdale and the City of Franklin.**

Our project manager at Zero Hero is Bryan Burch (251) 605-3939.



Dear Neighbor,

September XX, 2021

As you are no doubt aware, we are on a final approach for year five of the Pilgrimage Music & Cultural Festival. As we have grown with the city of Franklin, we couldn't be more excited to continue this celebration of the rich music and cultural heritage of Williamson County. This year's festival will be held on September 25th and 26th at the Park at Harlinsdale Farm. We sincerely hope to see you and your family there!

A day festival, Pilgrimage will run from 10:00am until 8:30pm and expects to draw over 25,000 guests each day. As with previous years we have worked closely with the City in providing a traffic plan that considers the safe and efficient flow of regular Franklin traffic as well as festival attendee traffic.

The following traffic plans will be utilized:

9:00am-2:00pm / Both Days

- Franklin Road from Harpeth Industrial Court to Mack Hatcher - Both traffic lanes will be utilized to permit southbound only traffic flow.
- Franklin Road from Harpeth Industrial Court to First Avenue - only southbound traffic flow will be permitted while the northbound lane will be reserved for pedestrians, bicycles and festival shuttle service.
- Liberty Pike from Franklin Road to Eddy Lane - No change to the normal traffic pattern

8:00pm-10:00pm / Both Days

- Franklin Road from Harpeth Industrial Court to Mack Hatcher - only northbound traffic flow will be permitted.
- Franklin Road from Harpeth Industrial Court to First Avenue - only southbound traffic flow will be permitted while the northbound lane will be reserved for pedestrians, bicycles and festival shuttle service.
- Liberty Pike between Eddy Lane and Franklin Road - only eastbound traffic flow will be permitted with the following exception: A police officer at Eddy Lane will assist westbound traffic for residents who live in the Everly Apartments, Jamison Station, Old Liberty Pike and Daniels Drive areas. Franklin Road at Liberty Pike will not be passable.

Franklin police officers will direct traffic along these routes and will assist affected residents who need to exit or enter their driveways or streets.

Please visit www.franklintn.gov/pilgrimagefestival to see the complete plan as well as a map. Traffic updates will be provided throughout the weekend on the City of Franklin's Facebook (www.facebook.com/cityoffranklin) and Twitter (@cityoffranklin) feeds. On our website, www.pilgrimagefestival.com, you will find other event details such as band line-ups, family activities, participating vendors and ticket information. The site also contains information about our ongoing support of Franklin's parks and the artist community through the Pilgrimage Foundation.

Should you have additional questions, please contact the Pilgrimage office at info@pilgrimagefestival.com or email the City of Franklin at specialevents@franklintn.gov.

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

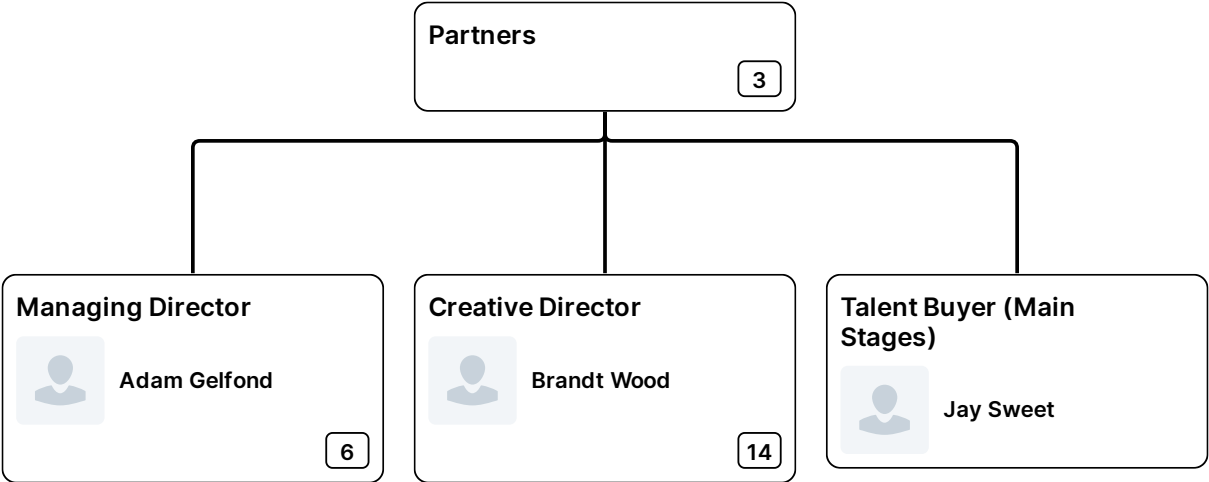
Sincerely,

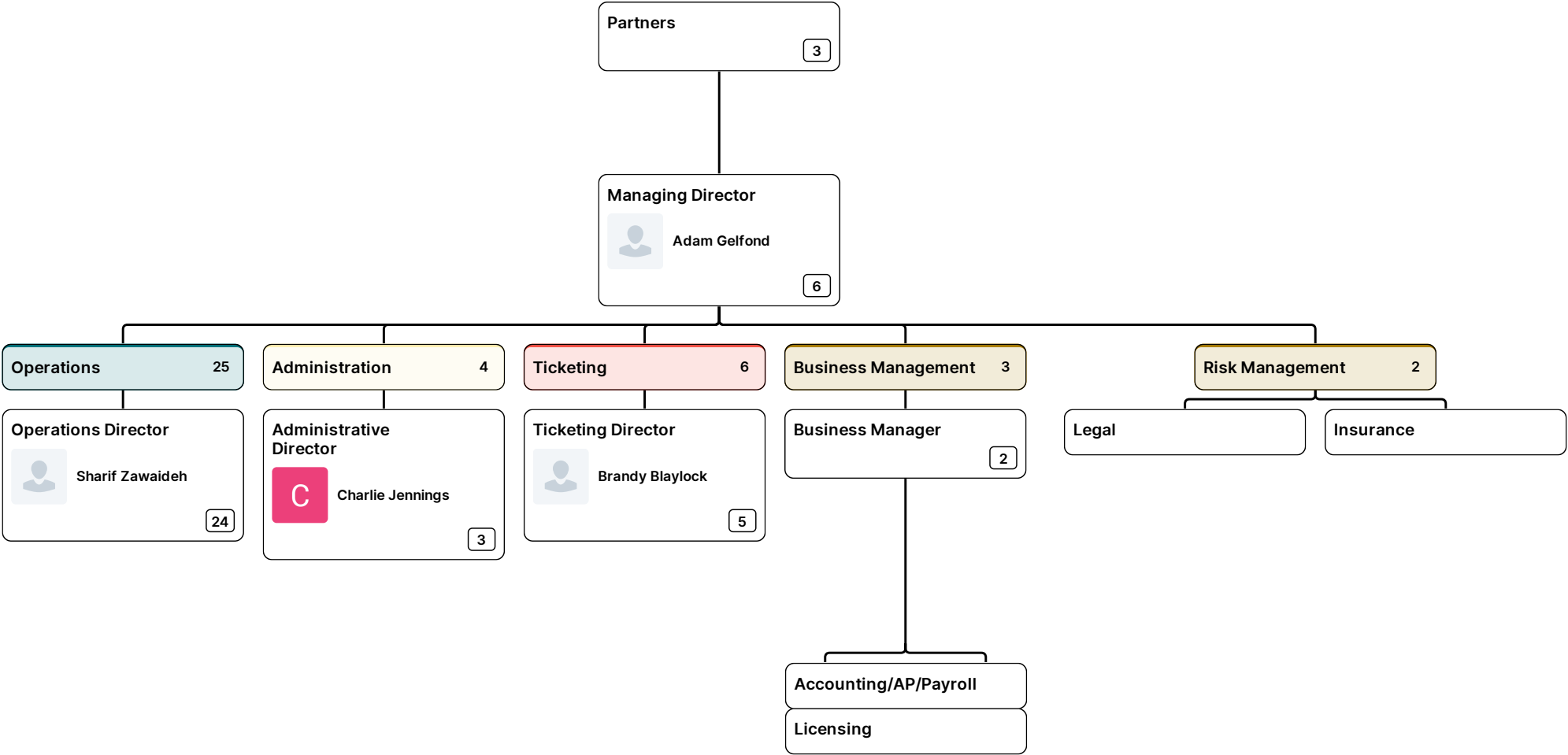
Producers

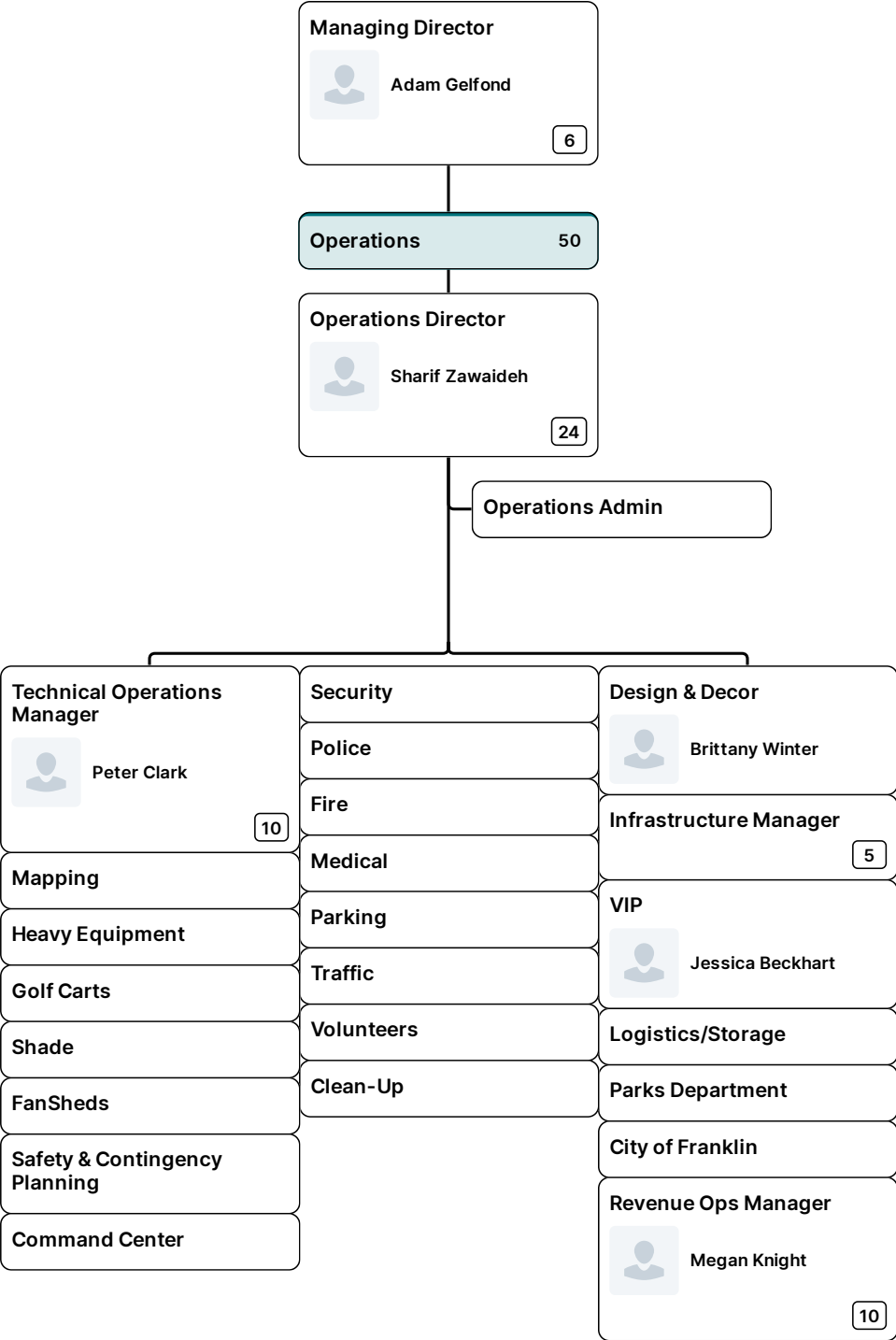
Kevin Griffin

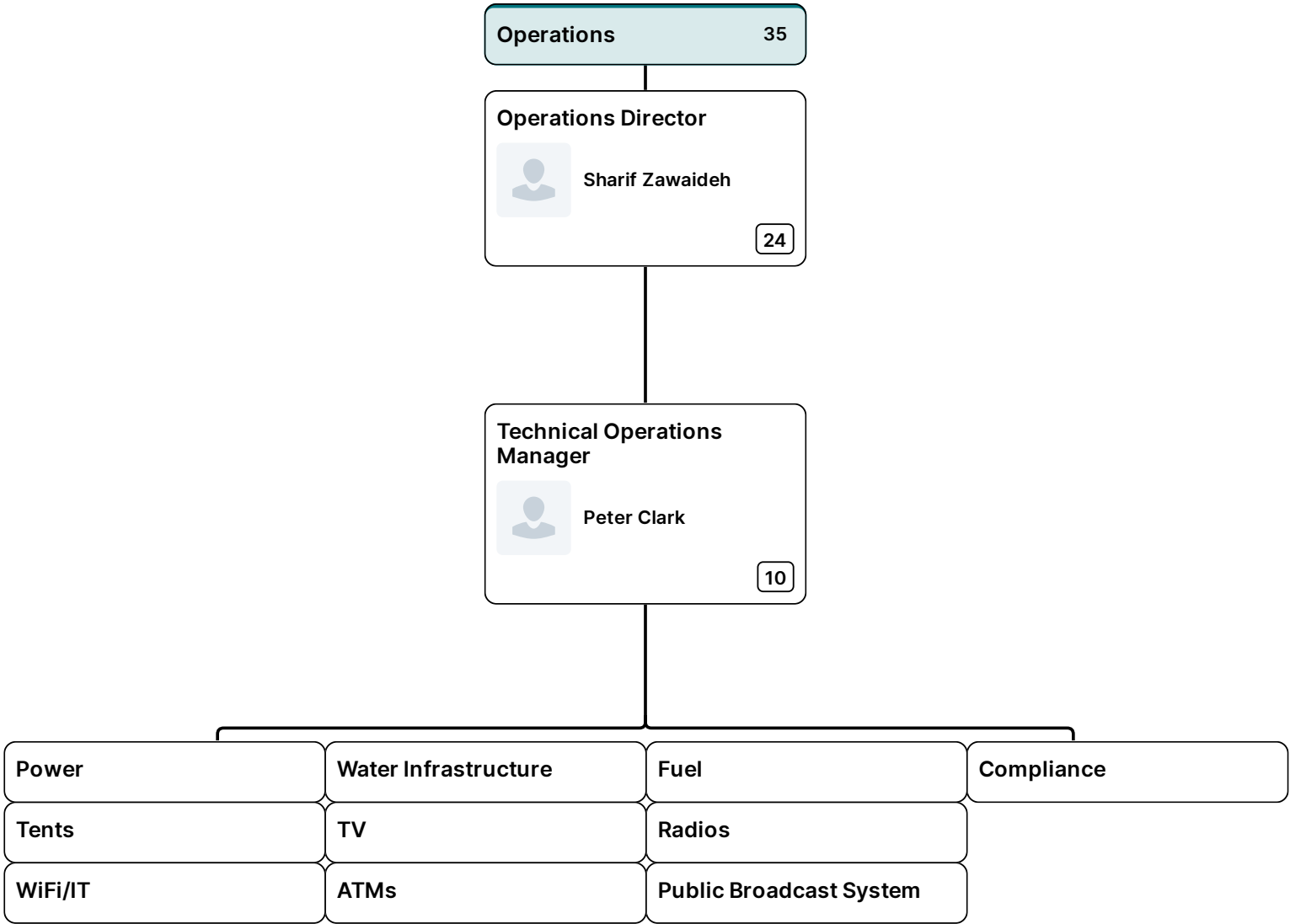
Michael Whelan

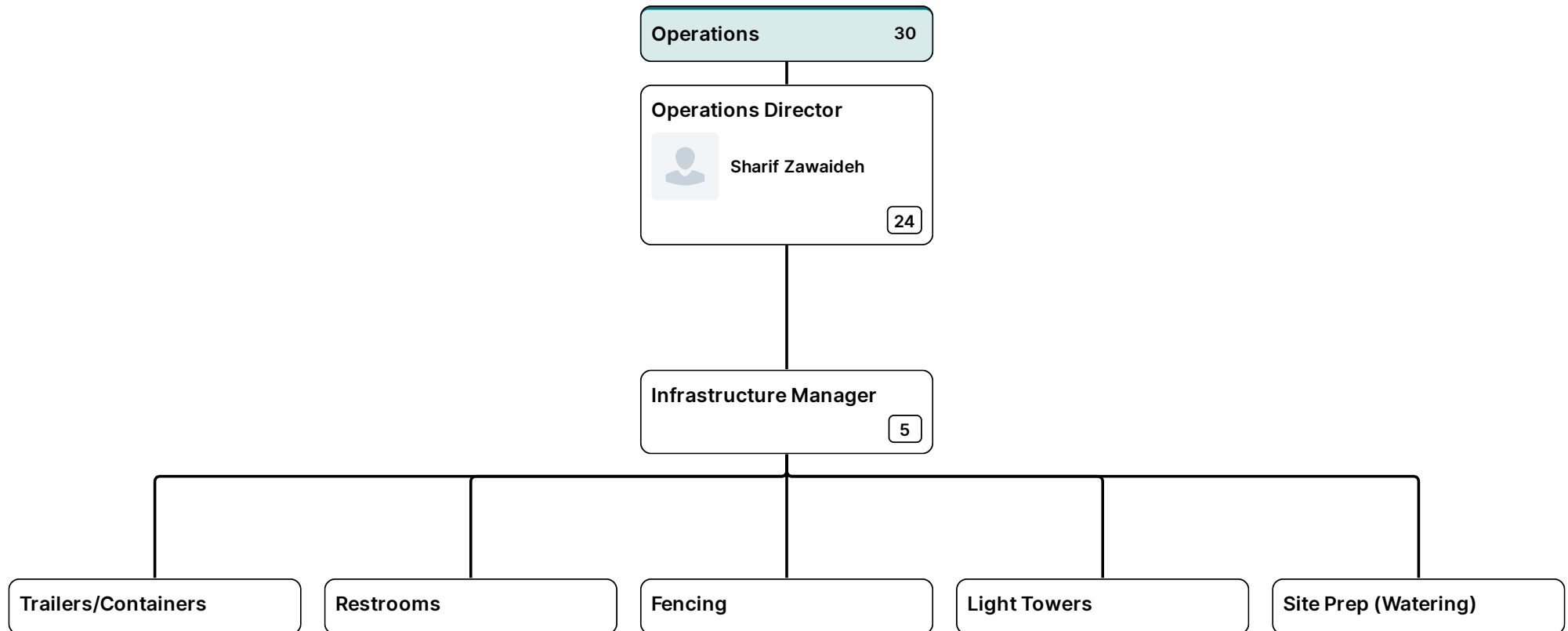
W. Brandt Wood

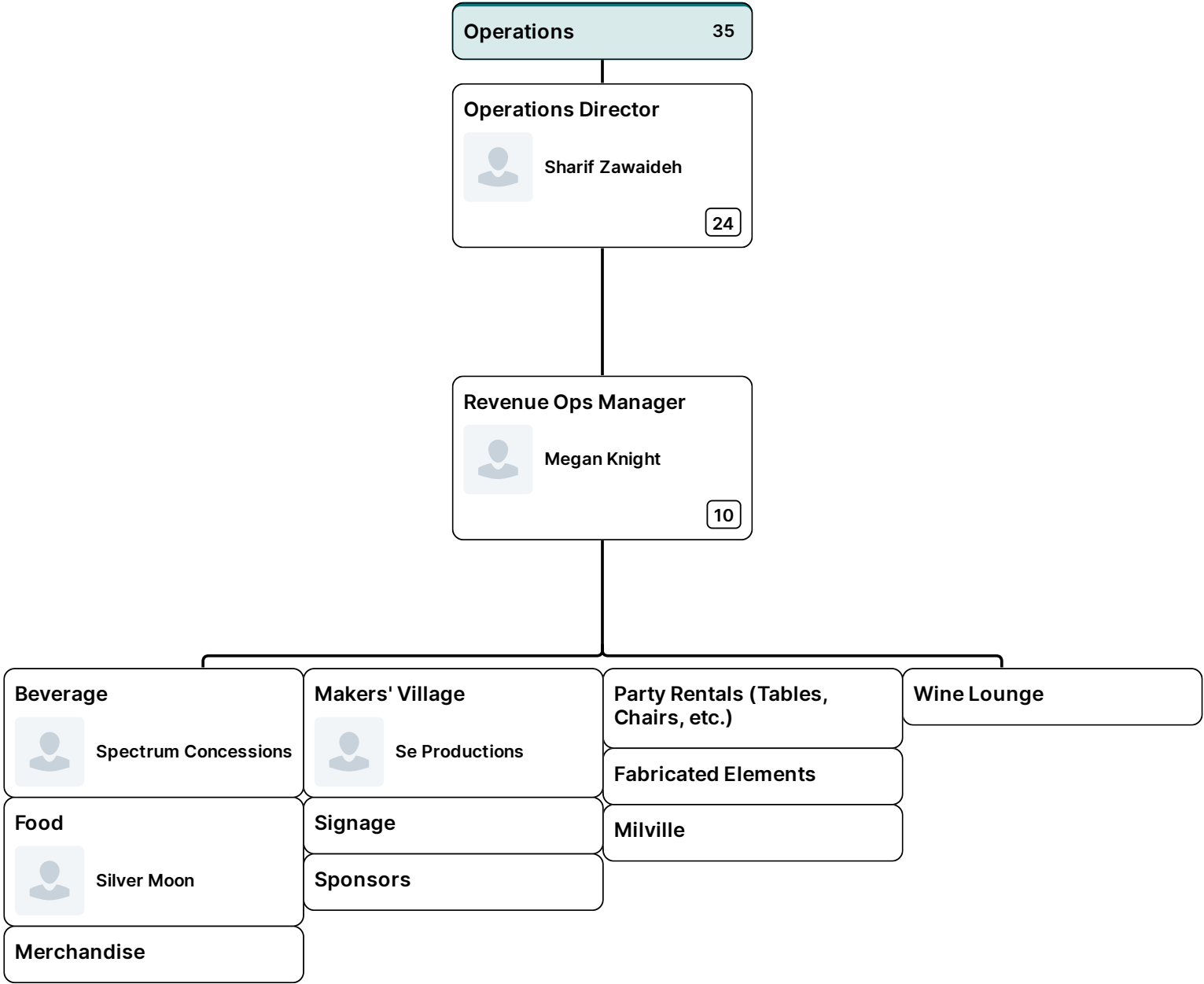


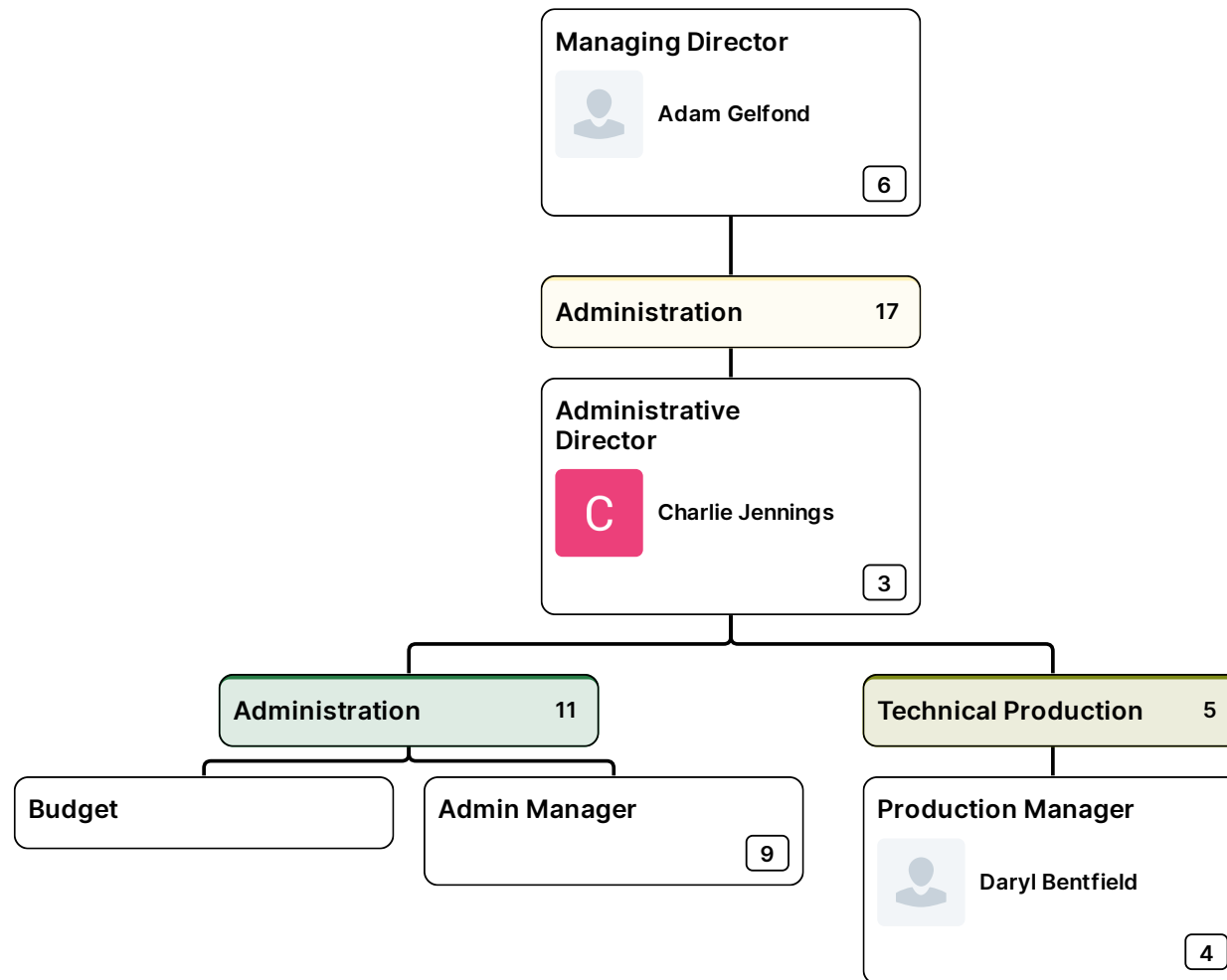


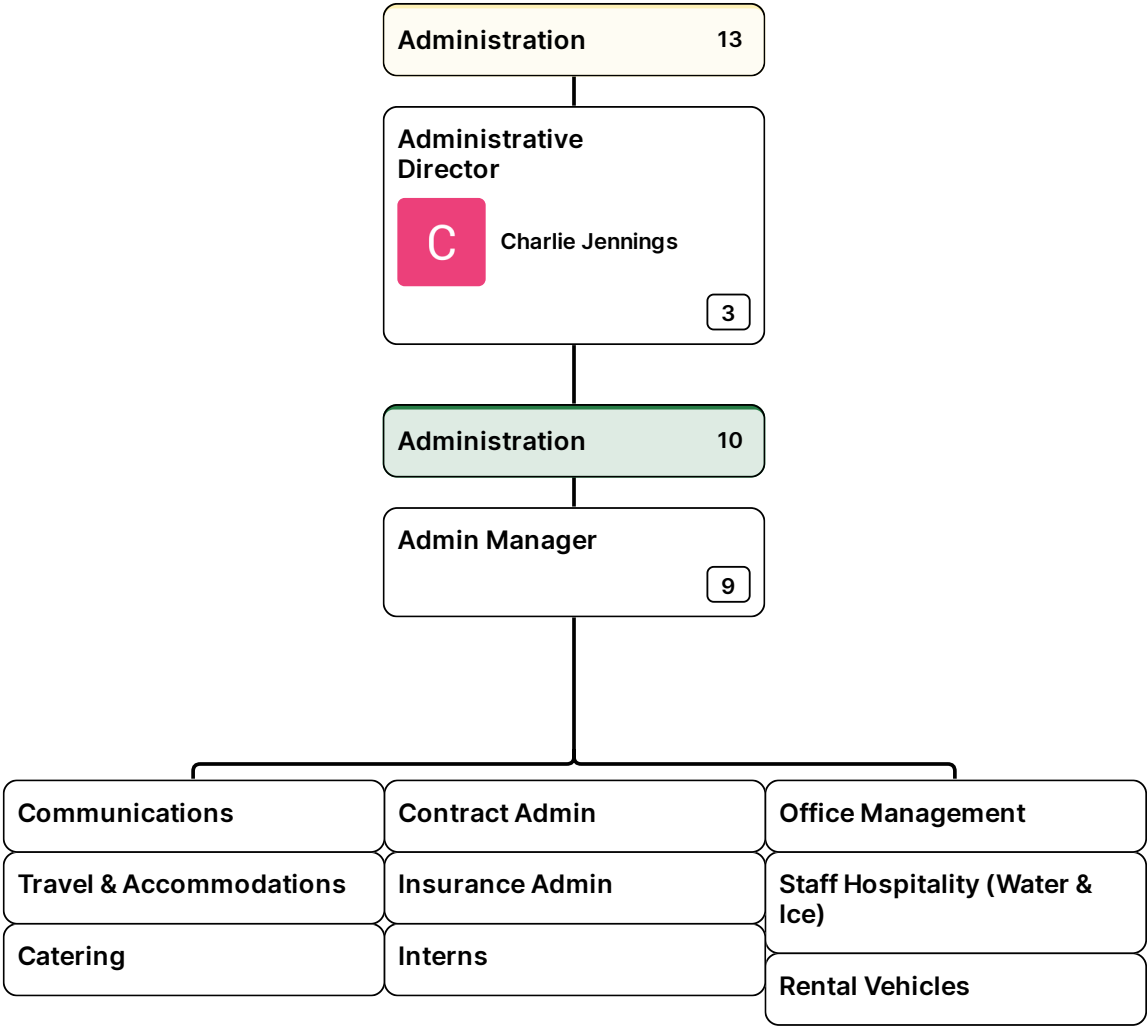


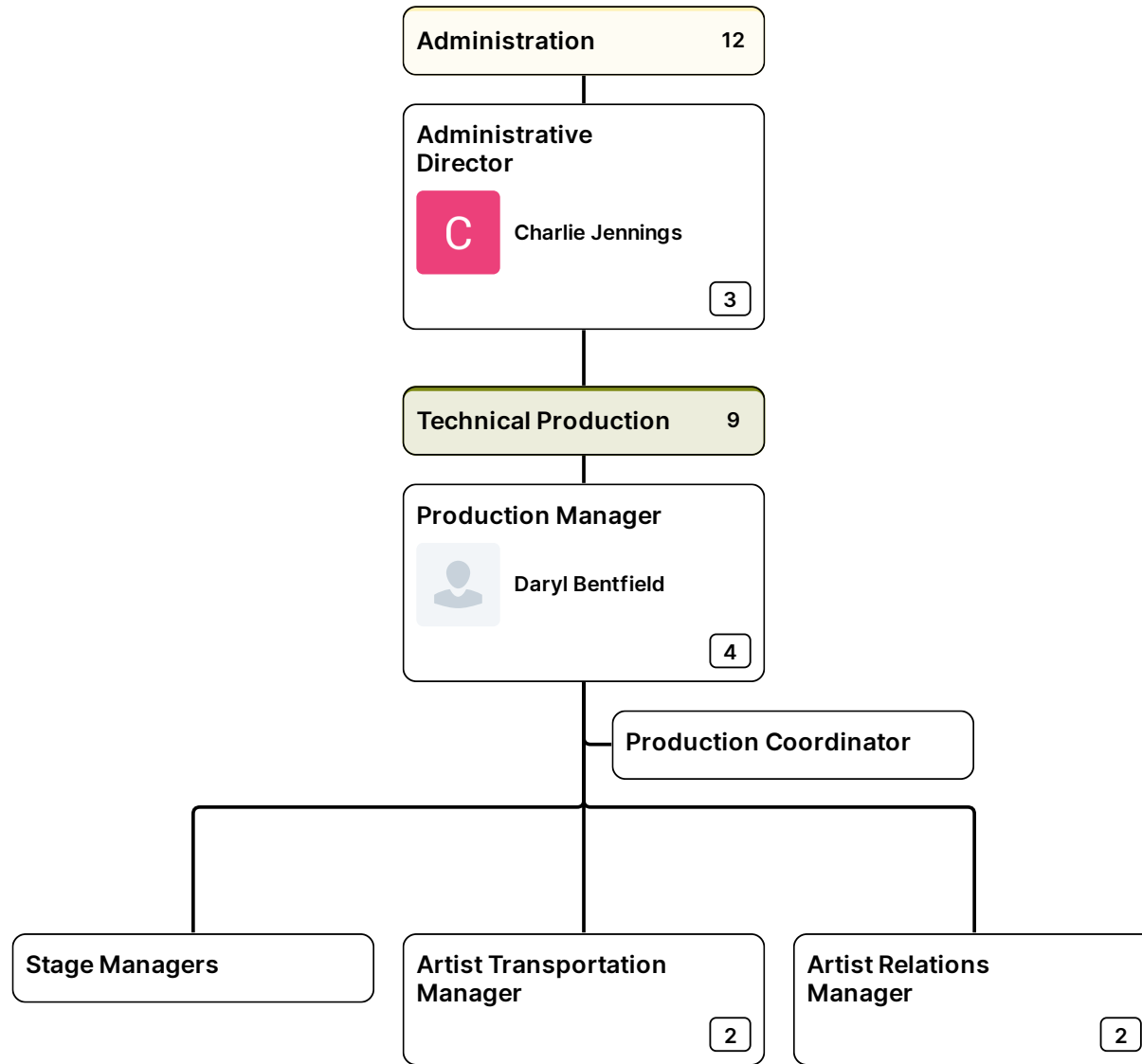


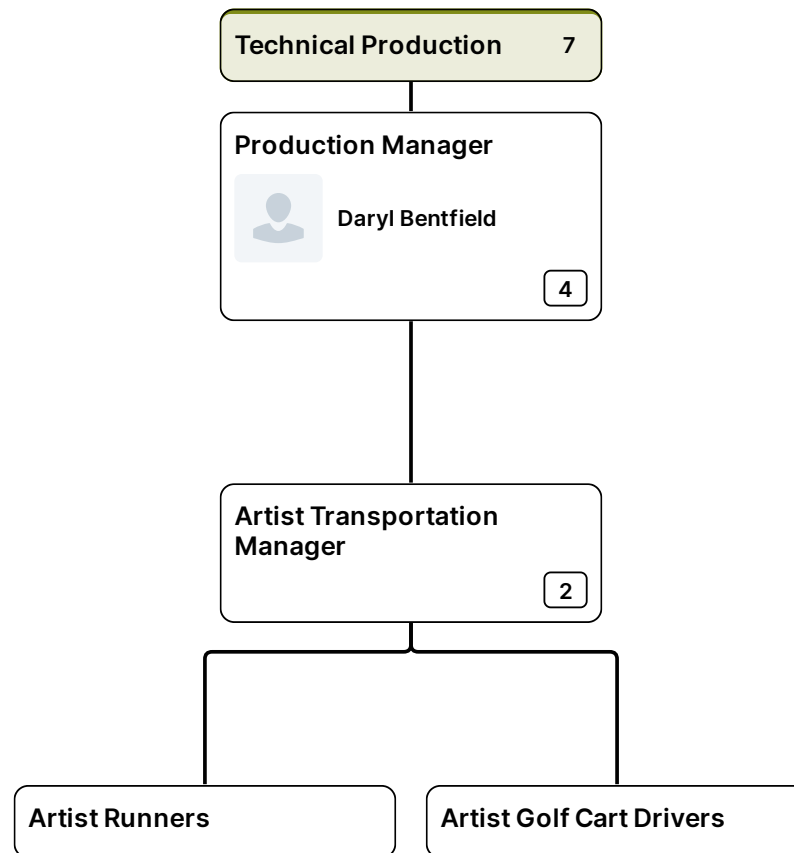


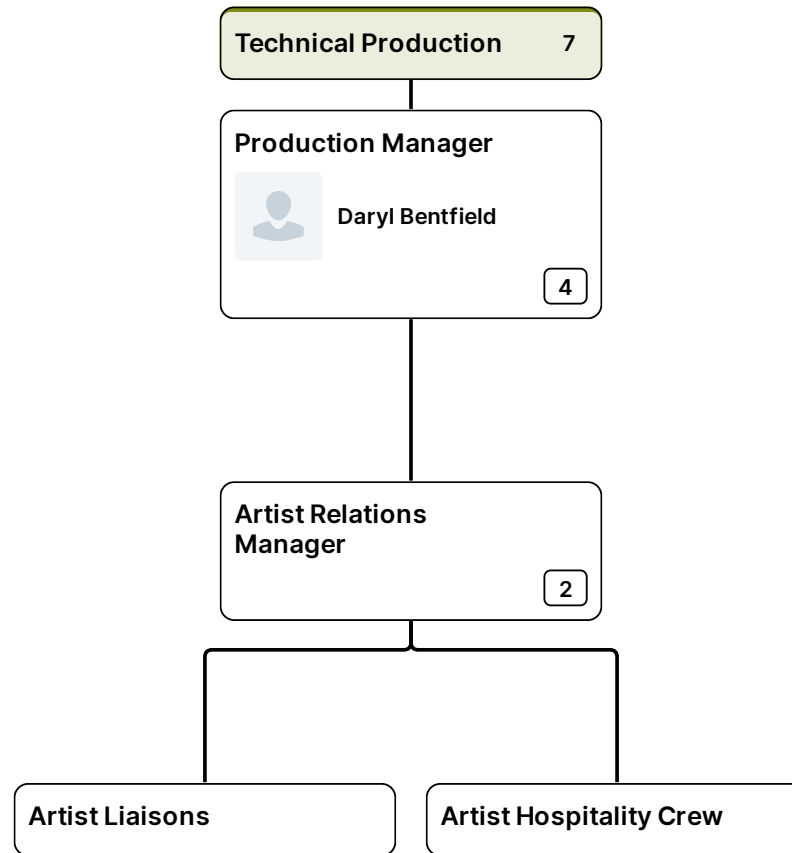


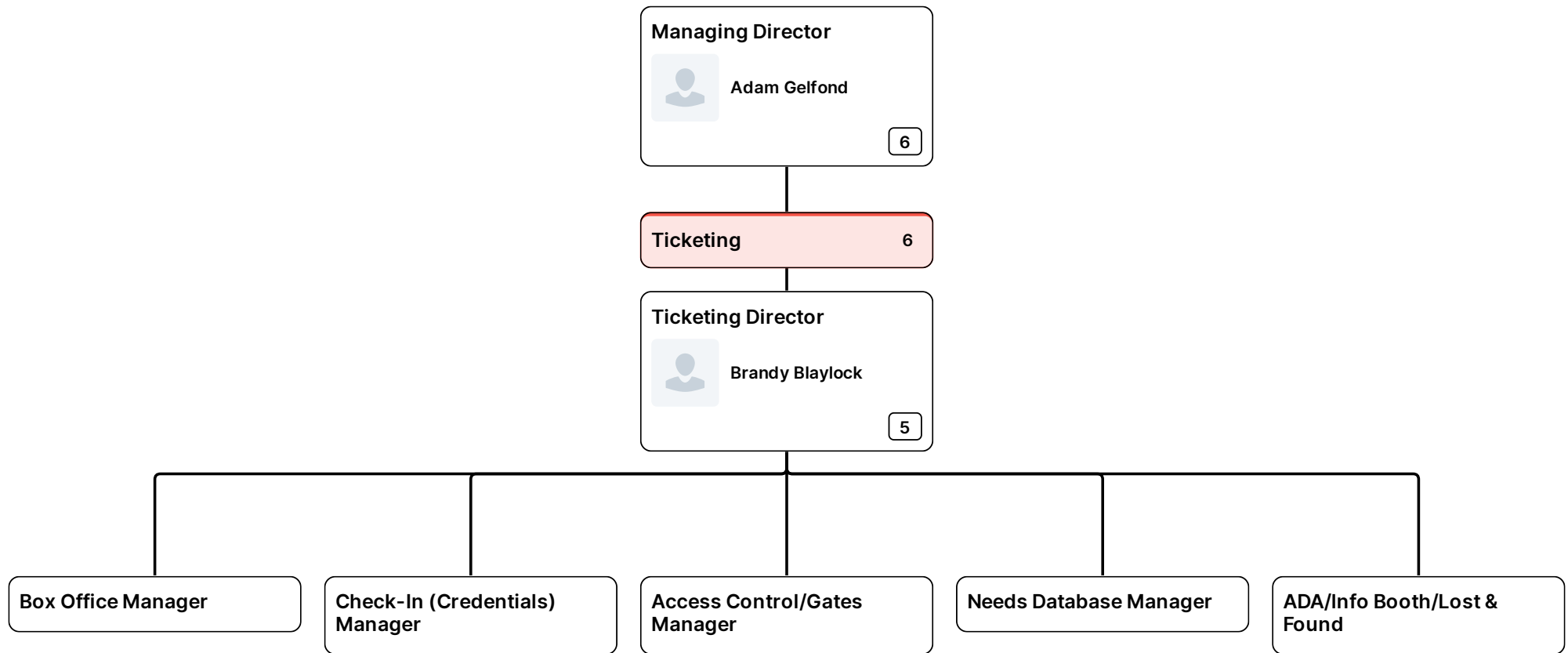


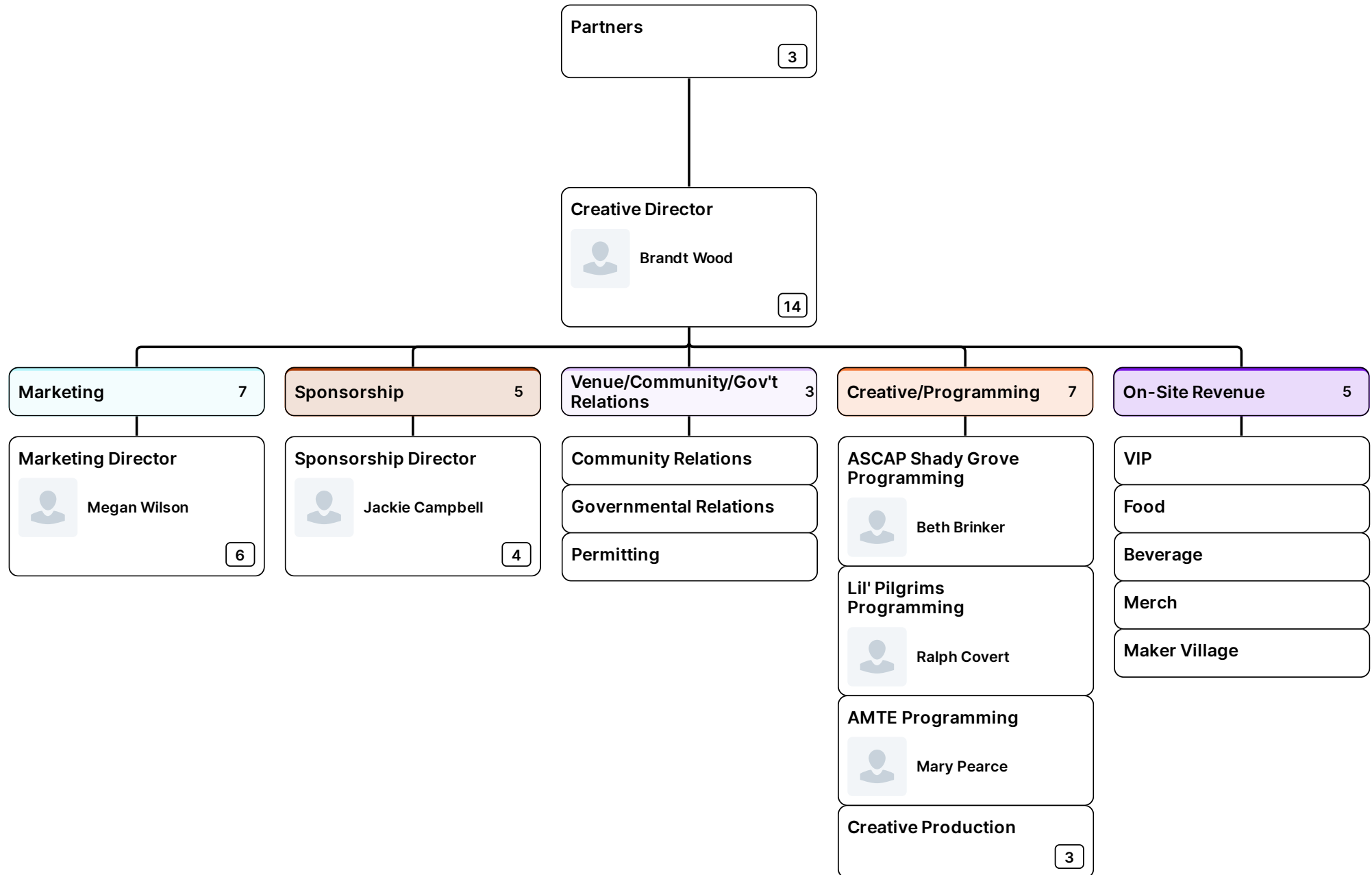


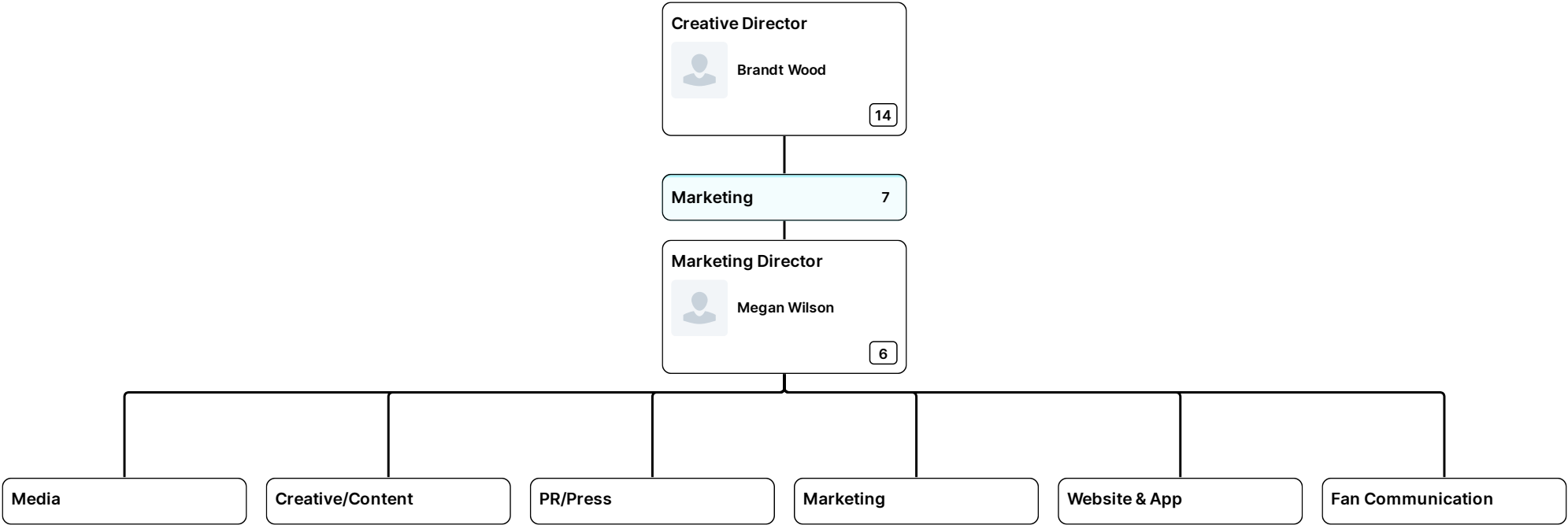


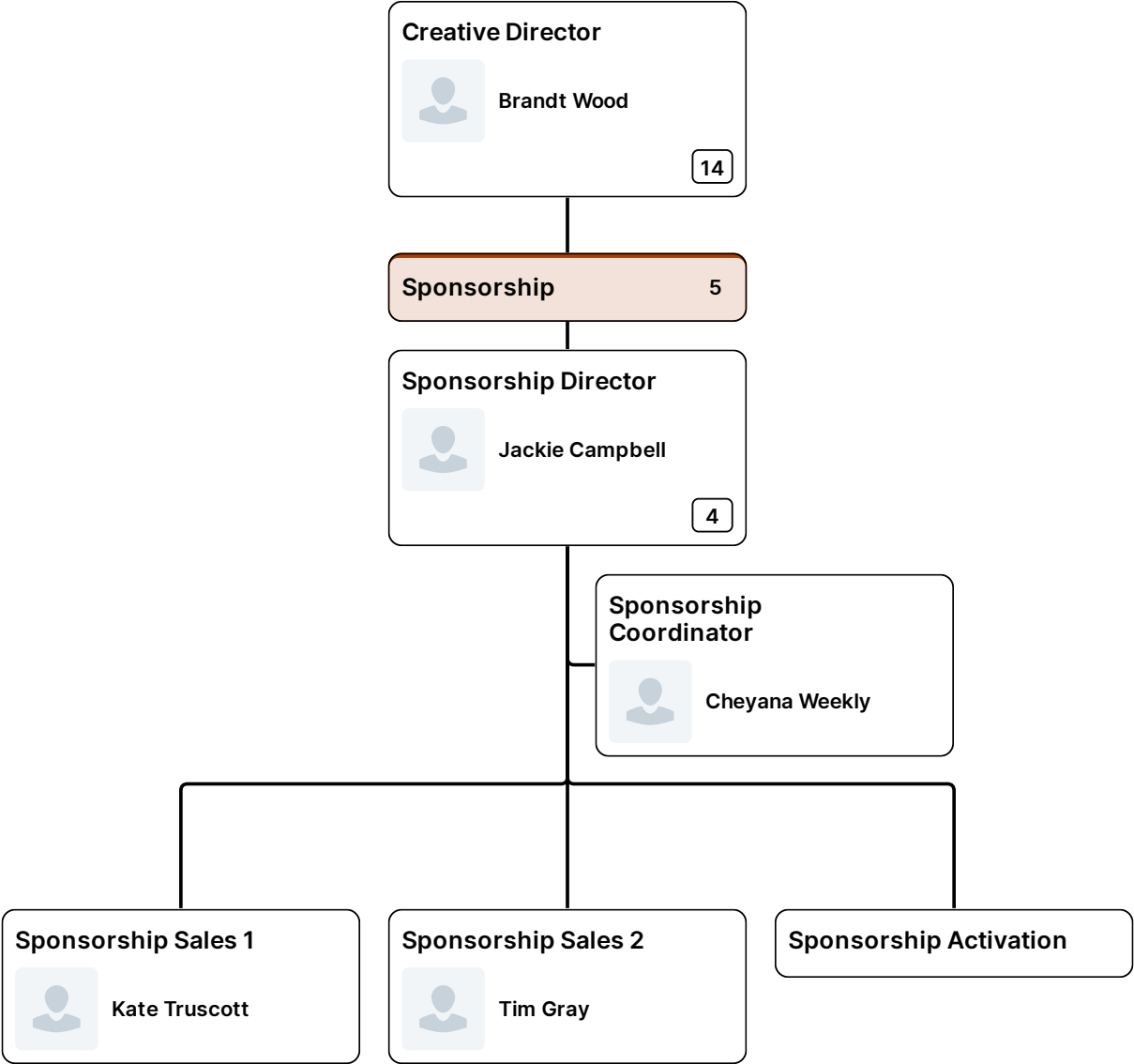


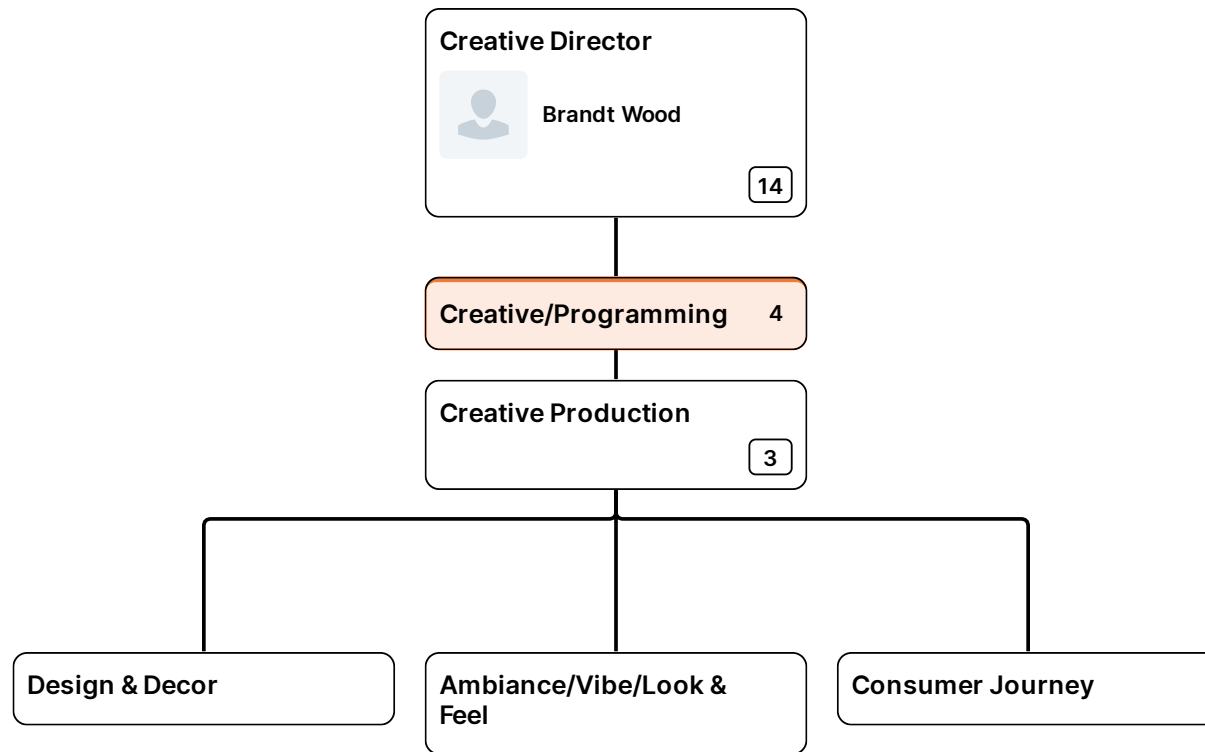






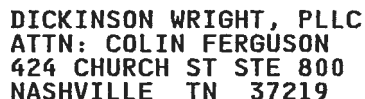








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CUT OUT AND RETURN THE VOUCHER IMMEDIATELY BELOW IF YOU ONLY HAVE AN INQUIRY.
DO NOT USE IF YOU ARE MAKING A PAYMENT.

CUT OUT AND RETURN THE VOUCHER AT THE BOTTOM OF THIS PAGE IF YOU ARE MAKING A PAYMENT,
EVEN IF YOU ALSO HAVE AN INQUIRY.

Use for inquiries only

BODCD-TE

0752251763

Letter Number: LTR4170C
Letter Date : 2017-11-22
Tax Period : 000000



INTERNAL REVENUE SERVICE
P.O. Box 2508
Cincinnati OH 45201

DICKINSON WRIGHT, PLLC
ATTN: COLIN FERGUSON
424 CHURCH ST STE 800
NASHVILLE TN 37219

821057634 RP PILG 00 2 000000 670 000000000000

The IRS address must appear in the window.

Use for payments

BODCD-TE

0752251763

Letter Number: LTR4170C
Letter Date : 2017-11-22
Tax Period : 000000



INTERNAL REVENUE SERVICE

DICKINSON WRIGHT, PLLC
ATTN: COLIN FERGUSON
424 CHURCH ST STE 800
NASHVILLE TN 37219

KANSAS CITY MO 64999-0204

821057634 RP PILG 00 2 000000 670 000000000000



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0752251763
Nov. 22, 2017 LTR 4170C 0
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00020428
BODC: TE

DICKINSON WRIGHT, PLLC
ATTN: COLIN FERGUSON
424 CHURCH ST STE 800
NASHVILLE TN 37219



010021

Person to Contact: Customer Service
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Nov. 13, 2017, regarding the tax-exempt status of PILGRIMAGE FOUNDATION INC.

Our records indicate that a determination letter was issued in April 2017, granting this organization exemption from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate this organization is not a private foundation within the meaning of section 509(a) of the Code because it is described in section 509(a)(2).

Donors may deduct contributions to this organization as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to the organization or for its use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

If you have any questions, please call us at the telephone number shown above.

0752251763
Nov. 22, 2017 LTR 4170C 0
82-1057634 000000 00
00020429

DICKINSON WRIGHT, PLLC
ATTN: COLIN FERGUSON
424 CHURCH ST STE 800
NASHVILLE TN 37219

Sincerely yours,

A handwritten signature in black ink, appearing to read "Teri M. Johnson". The signature is fluid and cursive, with the first name "Teri" being more prominent.

Teri M. Johnson
Operations Manager, AM Ops. 3

Open Issues: 2

BNS

2020 PMCF Site Plan 200423.pdf

2. Safety Inspection

allenl@franklin.tn.gov A safety inspection will take place prior to opening for attendees. The inspection will include identifying needed accessible access to accessible facilities, tripping hazards and unsafe electrical installations.

FIRE--Miscellaneous Review

General Issues

1. Fire prevention bureau concerns

curt.edelmann@franklin.tn.gov The items in the submittal folder are general in nature and give a good overall description of the event.

Fire prevention has a number of concerns. Be advised that the operations division of the fire department may have additional concerns.

1. Flammable / combustible liquid storage. A description of the tanks and a site plan of the storage area must be submitted for review and approval.
 2. Tent anchoring. A site plan showing size and location of tents must be submitted for review and approval. A staking diagram must be submitted for review and approval. A major issue in previous years is that the stakes are placed too close to the tent. The fire department expects the following requirements to be met. Deviations from these requirements must be supported by an authority acceptable to the fire department:

- a. Stakes installed vertically
- b. Straps / ropes at a 35-45 degree angle
- c. Ropes attached within 2-inches of ground
- d. Stakes are driven fully into the ground
- e. Tents require 10-pounds / SF of anchoring
- f. A 36-inch stake provides 800-pounds holding force

A tent site plan and staking diagram must be submitted to the fire department by June 1, 2021.

3. Propane. Fire prevention's biggest issue in previous years has been propane leaks. Please be aware of the following and pass this information along to your vendors.

- a. Discourage the use of compression fittings. Only flared fittings should be used.
- b. Only yellow Teflon tape made for gas lines should be used.
- c. Limit the number of fittings in a system.
- d. If at all possible, try to use new equipment.

- e. Cylinders larger than 20-pounds must be kept 10-feet from cooking.
 - f. Propane cylinders must be secure. Pilgrimage should provide fence stakes to secure cylinders.
4. Exits. Tents and temporary structures with 10 to 199 occupants require two exits. Exits must be remote and be not less than 72-inches wide and 84-inches high. Exits must discharge to the public way. Pilgrimage must supply a plan view showing egress from any tent 20-feet x 20-feet or larger where egress will be restricted.
5. Access. Access around the Pilgrimage site will be addressed by the operations division of the fire department. The following access is required in the food vending areas.
- a. A straight minimum 48-inch aisle must be provided through cooking areas. 60-inches is preferred.
 - b. In the U-shaped food vending area, a 20-foot aisle must be maintained in the center of the U for fire department vehicle access. This area must be kept clear of vehicles, including trailers, and vendor equipment. There must also be a minimum 48-inch wide aisle from the center of the U to each vendor.
 - c. Overall site plans must show how fire apparatus can reach each cooking area while the event is in progress.
- Pilgrimage must submit an access plan to later than June 1, 2021.
6. Fire extinguishers.
- a. All cooking trucks / tents must have a minimum of one 5-pound ABC type fire extinguisher. Vendors with frying operations must have a K-Class fire extinguisher. Vendors using solid fuel cooking appliances must have a K-Class or 2 1/2-gallon water fire extinguisher. Buckets of water are not acceptable.
 - b. All stages must have 5-pound ABC fire extinguisher within a 75-foot travel distance from any point on the stage or sound equipment. Extinguishers must be provided as soon as possible as incidents can occur during stage construction.

Inspections. Fire prevention will start inspections shortly after load-in begins. Inspecting food vendors has been difficult in the past. Fire prevention would like to work with Pilgrimage staff to develop a better procedure.

Fire prevention would like to review letters sent to food vendors to verify important safety concerns are addressed.

Fire prevention is also requesting the exclusive use of one golf cart as soon as possible after load-in starts.

Gregw@franklinn.gov

Fire operations will address some access and egress at a later date. In addition to the requirements above regarding the "U" shaped tent cooking area. Please provide a dumpster on site and a "runner" that will collect all class "A" combustibles and contain them to that dumpster. In years past, this has been a problem once the vendors start cooking they create massive piles of cardboard and we have had a few near misses with some tents starting on fire.



File #: 21-01832

DATE: March 9, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Communications Manager

SUBJECT:

Consideration Of Long-Term Special Event Permit For The Pilgrimage Music And Cultural Festival At The Park At Harlinsdale Farm (2021 Through 2025).

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the request for a Long-Term Special Event Permit by the Pilgrimage Music and Arts Festival.

BACKGROUND/STAFF COMMENTS:

In 2017, the Board of Mayor and Aldermen granted, by ordinance, the ability to issue long-term special event permits to significant community-wide events with anticipated attendance of greater than 15,000 which have been held for two or more consecutive years in the City of Franklin. The maximum term for the permit is five years. The permit, once approved, will continue to be reviewed and approved annually by the Board of Mayor and Aldermen for specific recommendations for the current year's event.

The Pilgrimage Foundation has requested a long-term special event permit for the Pilgrimage Music and Cultural Festival at the Park at Harlinsdale Farm from 2021 - 2025. The attached long-term permit application identifies specific dates for the event over the next five years. Festival organizers have indicated that having the long-term permit and festival dates is beneficial to them in planning for the event, securing talent, and obtaining sponsorships/investor support. Previously, the Board of Mayor and Aldermen had granted a long-term special event permit for the Pilgrimage Festival from 2020-2024.

FINANCIAL IMPACT:

There is no direct, immediate financial impact related to the special event permit.

RECOMMENDATION:

Staff recommends approval of the long-term permit to include an annual review and approval by the Board of Mayor and Aldermen. The annual review will include staff recommendations.

OFFICE USE
ONLY:

Permit No: _____



HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN

LONG TERM SPECIAL EVENT PERMIT APPLICATION

Please read application carefully and fully complete each section.

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

Name/purpose of event: Pilgrimage Music and Cultural Festival

Name of Applicant and Organization Requesting Permit:

W. Brandt Wood / Pilgrimage Foundation, LLC

Address: 202 5th Avenue South, Franklin, TN 37064

Phone: _____ *c) Cell: 214.952.9663 d) Fax: _____

E-mail address: Brandt@PilgrimageFestival.com

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

• The Park at Harlensdale Farm - 239 Franklin Road, Franklin

• Franklin Road will have closures per traffic plan

Description of event: multi-day music festival with multiple stages, food and beverage tents, maker village, and various operational and parking infrastructure

List proposed dates requested for long-term special event permit:

1) Date or dates of event: September 24, 25, 26 - 2021

Start/End Times of Event: 10am - 10pm

Set-up Date 9/13/21 Tear-down completed date 10/1/21

2) Date or dates of event: September 23, 24, 25 - 2022

Start/End Times of Event: 10am - 10pm

Set-up Date/Time 9/12/22 Tear-down completed date/time 9/30/22



HISTORIC
FRANKLIN
TENNESSEE

- 3) Date or dates of event: September 22, 23, 24 - 2023
Start/End Times of Event: 10am - 10pm
Set-up Date/Time 9/11/23 Tear-down completed date/time 9/29/23
- 4) Date or dates of event: September 27, 28, 29 - 2024
Start/End Times of Event: 10am - 10pm
Set-up Date/Time 9/16/24 Tear-down completed date/time 10/4/24
- 5) Date or dates of event: September 26, 27, 28 - 2025
Start/End Times of Event: 10am - 10pm
Set-up Date/Time 9/15/25 Tear-down completed date/time 10/3/25



Rules and Regulations

- 1) I/We do swear or affirm that all of the information given in this application is true and complete.
- 2) I/We do hereby understand that annual fees could increase and that I/we are responsible for the increased fees.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.
- 4) I/We understand that granting of Long-Term Special Event Permit does not imply granting of other permits that are separately required, including the annual special event permit.
- 5) I/We understand that it is a requirement to submit annual special event permits for each event and that all terms and conditions placed on each permit is a condition of this Long Term Special Event Permit.
- 6) Long-term special event permits shall be filed not less than 6 months prior to the scheduled date of such 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. I understand that the Board of Mayor and Aldermen may only grant a permit for up to five years, and I am required to submit an application for amendment annually for staff review and Board of Mayor and Aldermen approval.

BY: mmorl - Manager Date: 1/13/21
(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

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



File #: 20-0953

DATE: February 9, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks

SUBJECT:

*Consideration Of COF Contract No. 2020-0345, Parkland Impact Fee Agreement (Fee Only) With Cross Family LP For Property Known As Tuck Away PUD.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Parkland Impact Fee (Payment of Fee Only) Agreement with the Cross Family LP for the property known as Tuck Away PUD.

BACKGROUND/STAFF COMMENTS:

The Cross Family LP is in the process of developing the properties located at 1190 Lewisburg Pike, Franklin, TN and 2208 Crossway Drive, Franklin, TN. The property is located in Parkland Quadrant Two (2) of the City, consisting of thirty-seven (37) dwelling units, with three (3) existing dwelling units remaining, for a total of thirty-four (34) new dwelling units known as Tuck Away PUD. The Parkland Impact Fees requirements are set forth in the City's Parkland Impact Fee Ordinance (Ordinance 2016-25 Franklin Municipal Code). The Parkland Impact Fee per dwelling unit is Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00). The total Parkland Impact Fee obligation for this project is One Hundred Forty Six Thousand Three Hundred Thirty-Six and 00/100 Dollars (\$146,336.00). Twenty-Five Percent (25%) or Thirty Six Thousand Five Hundred Eighty Four and 00/100 Dollars (\$36,584.00) of which shall be paid at the final plat or at the issuance of the first building permit when a plat is not required. The remaining Seventy-Five Percent (75%) or One Hundred Nine Thousand Seven Hundred Fifty Two and 00/100 Dollars (\$109,752.00) shall be collected at a pro-rated per permit rate of Three Thousand Two Hundred Twenty-Eight and 00/100 Dollars (\$3,228.00) until the full obligation has been paid.

FINANCIAL IMPACT:

The Cross Family LP shall pay the City the total Parkland Impact Fee obligation for this project of One Hundred Forty Six Thousand Three Hundred Thirty-Six and 00/100 Dollars (\$146,336.00) with no offsets proposed with this project.

RECOMMENDATION:

Staff recommends to the Board of Mayor and Aldermen approval of COF Contract No. 2021-0345.

**PARKLAND IMPACT FEE (PAYMENT OF FEE ONLY)
AGREEMENT FOR TUCK AWAY PUD
BETWEEN THE CITY OF FRANKLIN AND CROSS FAMILY LP
CONTRACT NO. 2020-0345**

PARKLAND IMPACT FEE AGREEMENT (this "Agreement") made and entered into this _____ day of _____ 2021 by and between THE CITY OF FRANKLIN, TENNESSEE (hereinafter "CITY") and CROSS FAMILY LP (hereinafter "OWNER") pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code, and the Owner of that certain land known as TUCK AWAY PUD in Williamson County, Tennessee. The parties join herein for the sole purpose of consenting to and approving this agreement, and hereby consent to and approve this Agreement.

WITNESSETH:

WHEREAS, the Owner is in the process of developing the properties located at 1190 Lewisburg Pike, Franklin, TN and 2208 Crossway Drive, Franklin, TN (the "Development Project"), located in Parkland Quadrant Two (2) of the City, consisting of thirty-seven (37) dwelling units, with three (3) existing dwelling units remaining for a total of thirty-four (34) new dwelling units known as Tuck Away PUD; and

WHEREAS, Parkland Impact Fees are calculated using the mathematical formulas and allocations set forth in the City's Parkland Impact Fees Ordinance (Ordinance 2016-25, Franklin Municipal Code §25-405, and hereinafter "Ordinance"); and

WHEREAS, the Owner's Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00) per dwelling unit; and

WHEREAS, the total Parkland Impact Fee obligation for the Tuck Away PUD is One Hundred Forty-Six Thousand Three Hundred Thirty-Six and 00/100 Dollars (\$146,336.00) and Twenty-Five Percent (25%) or Thirty-Six Thousand Five Hundred Eighty-Four and 00/100 Dollars (\$36,584.00) of which shall be paid at the final plat or at the issuance of the first building permit when a plat is not required. The remaining Seventy-Five Percent (75%) or One Hundred Nine Thousand Seven Hundred Fifty-Two and 00/100 Dollars (\$109,752.00) shall be collected at a pro-rated per permit rate of Three Thousand Two Hundred Twenty-Eight and 00/100 Dollars (\$3,228.00) until the full obligation has been paid.

NOW, THEREFORE, in consideration of the terms, conditions, and mutual agreements by and between the parties as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

I. AGREEMENT FOR PAYMENT OF PARKLAND IMPACT FEES

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. This Agreement is non-transferable to the successors or assigns of Owner unless the successor assumes the same obligations of Owner in writing. Such assignment shall be provided to the City within fifteen (15) days of its occurrence. Upon assignment, the Owner shall be relieved from further liability under this Agreement.
3. The City and the Owner agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns.
4. Applicable Law/Choice of Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.

5. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the CITY:

City of Franklin
Attn: Vernon J. Gerth. ACA
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305

In the case of the OWNER:

Cross Family LP
Attn: Jim Cross
103 Forrest Crossing BLVD STE 205
Franklin, TN 37064

6. This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

II. GENERAL TERMS AND CONDITIONS

1. **Personal Liability.**

No member, Mayor, Alderman, official, or employee of the City shall be personally liable to the Owner or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Owner or successor or on any obligations hereunder.

2. **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 the Owner to limit its liability shall be void and unenforceable. The City, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et. seq., for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the Contractor beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.

3. **Severability.**

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

[Signature pages to follow]

IN WITNESS WHEREOF the said parties have hereunto set their signatures, on this day and date first above written.

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____
Dr. Ken Moore, Mayor

By: _____
Eric S. Stuckey, City Administrator

Date: _____

Date: _____

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, _____, a Notary Public of said State and County, personally appeared, Dr. Ken Moore and Eric S. Stuckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and where, upon oath, Dr. Ken Moore acknowledged himself to be Mayor and Eric S. Stuckey acknowledged himself to be City Administrator of the City of Franklin, Tennessee, and that as such, being authorized to do so, have executed the foregoing instrument for the purposes therein contained.

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

NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
Shauna R. Billingsley
City Attorney

Tuck Away PUD Subdivision

By: JWC-IX

Name: James W. Cross, IV

Title: Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Tennessee

COUNTY OF Williamson

On February 3, 2021, before me, Emily Hobby, Notary Public, personally appeared James W Cross, IV who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Tennessee that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Emily Hobby
Notary Public

My Commission Expires: 03/31/21

Seal





File #: 20-01627

DATE: March 2, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks

SUBJECT:

Consideration Of COF Contract No. 2021-0009, Parkland Impact Fee Agreement With Chadwell Partnership For Chadwell PUD Subdivision.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2021-0009, Parkland Impact Fee And Construction Agreement with Chadwell Partnership for the property known as Chadwell PUD Subdivision.

BACKGROUND/STAFF COMMENTS:

Chadwell Partnership has submitted to the City a plan with public parkland amenities consisting of dual shade structures, bathrooms/concessions, three (3) U6 soccer fields, three (3) tennis courts/pickle ball/sports courts, playground, trail head, and dog park. The development has submitted One Thousand Five Hundred Fifty (1,550) dwelling units located in Quadrant Two (2). Parkland Impact Fees and Parkland Dedication requirements are set forth in the City's Parkland Dedication Ordinance (Ordinance 2016-25 Franklin Municipal Code). The Parkland Impact Fee per dwelling unit is Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00). The total Parkland Impact Fee assessed for the units is Six Million Six Hundred Seventy One Thousand Two Hundred Dollars (\$6,671,200.00). Chadwell Partnership intends to develop certain public amenities to receive offsets as set forth in the Parkland Ordinance. The estimated total off-set for the amenities is Five Million Three Thousand Four Hundred Dollars (\$5,003,400).

FINANCIAL IMPACT:

Chadwell Partnership shall pay the City Twenty Five Percent (25%), in the amount of One Million Six Hundred Sixty Seven Thousand Eight Hundred Dollars (\$1,667,800.00) at the final plat or issuance of the the first building permit. These funds shall be used by the City of Franklin on community type parks in Quadrant Two (2) in accordance with the Ordinance. The remaining Seventy-Five (75%) Percent off-set of the Total Parkland Impact Fee Obligation in the amount of Five Million Three Thousand Four Hundred Dollars (\$5,003,400) shall be collected on a pro-rated per permit basis of

Three Thousand Two Hundred Twenty Eight Dollars (\$3,228.00) per permit.

EXHIBIT C - CONSTRUCTION ESTIMATES

Description	Quantity	Percent Offset Allowed	Units	Cost/Unit	Impact Fee	
Proposed Units	1650					
Previously approved Units (Subtract)	100					
Proposed Units in addition to previously approved	1550		Units	\$4,304.00	\$6,671,200.00	
Minimum Parkland Fee Payment:		25%			\$1,667,800.00	
Maximum Parkland Off Set Eligibility:		75%			\$5,003,400.00	
Parkland Reimbursement Cost						
Key	Description	Quantity	Percent Offset	Units	Cost/Unit	Total
Design/Planning/Engineering (Professional Services)						
	Landscape Architect Design Fees, Project Construction Administration Fees, Misc.			1	5% Allowance	\$287,692.50
	Engineering / Architect Design Fees, Project Administration Fees, Misc.			1	5% Allowance	\$287,692.50
Public Parkland, 100% Reimbursement [Public Access, Public Maintained]						
N/A	None Proposed		100%			
Public/Private Parkland, 75% Reimbursement [Public Access Easement, Privately Maintained]						
AREA A	Neighborhood Park (5 Mile Creek Park)		75%	1	Estimate/Allowance	\$3,377,850.00
	Construction Estimate Includes:					
	Site Work and Landscaping					
	Parking Lot					
	Dual Shade Structures					
	Bathrooms/Concessions					
	(3) U12/ (12) U6 Soccer Fields					
	(3) Tennis Courts/Pickle Ball/Sports Courts					
	Playground					
	Trail Head					
	Dog Park					
	Neighborhood Park (5 Mile Creek Park) Land Cost	232,984 SF	75%	5.35	\$45,757 / Acre (Floodplain)	\$244,799.95
AREA B	Public Multi - Use Trails		75%			
	Construction Estimate Includes:					
	12' Asphalt Trail			10,560	225/LF	\$2,376,000.00
	Multi-Use Trails Land Cost		75%	2.91	\$45,757 / Acre (Floodplain)	\$133,152.87
Total Design Fees						\$575,385.00
Total Public/Private Parkland Construction Cost:						\$5,753,850.00
Total Public/Private Parkland Land Cost:						\$377,952.82
Total Public/Private Parkland Cost [Land + Construction]:						\$6,707,187.82
Total Potential Public/Private Parkland Reimbursement [75%]:						\$5,030,390.87
Parkland Offset Summary						
Total Parkland Impact Fees						\$6,671,200.00
Maximum Parkland Offset Eligibility (Max 75% of Total Parkland Impact Fee):						\$5,003,400.00
Total Proposed Parkland Expenditure						\$5,030,390.87
Minus Maximum Parkland Offset Eligibility						\$5,003,400.00
Surplus Parkland Expenditure						\$26,990.87

RECOMMENDATION:

Staff recommends to the Board of Mayor and Aldermen approval of COF Contract No. 2021-0009.

**PARKLAND IMPACT FEE AND CONSTRUCTION AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND
CHADWELL PARTNERSHIP
CONTRACT NO. 2021-0009**

PARKLAND IMPACT FEE AND CONSTRUCTION AGREEMENT (this "Agreement"), made and entered into this ____ day of _____, 2021 by and between THE CITY OF FRANKLIN, TENNESSEE ("City") and Chadwell Partnership, a Tennessee General Partnership (hereinafter "Chadwell Partnership") pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code, and Chadwell Partnership as developer of that certain land known as Berry Farms – Chadwell PUD Subdivision in Williamson County, Tennessee, as more particularly described in Exhibit "A" attached hereto.

WITNESSETH:

WHEREAS, Chadwell Partnership is in the process of developing Williamson County Property Tax Assessor's Map - Parcel 117-02000, as more particularly shown on Exhibit "A" (the "Development Project"), located in Parkland Quadrant Two (2) of the City, consisting of 1,650 dwelling units on the property known as Berry Farms – Chadwell PUD Subdivision, with 1,550 dwelling units being eligible for Parkland Impact Fees.

WHEREAS, Chadwell Partnership intends to develop or cause the development of parkland amenities (hereinafter, "Parkland Project") consisting of Area A - Five Mile Park, a 5.35 acre Private Park open to the public and Area B - approximately 6,675 linear feet of multi-use trail open to the public as shown and described on Exhibit B, attached hereto, appurtenances on approximately 140.81 acres, all as more particularly shown and described on Exhibits "A" and "B"; and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in the City's Parkland Dedication Ordinance (Ordinance 2016-25, Franklin Municipal Code §25-405, and hereinafter, "Ordinance"); and

WHEREAS, the Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00) per dwelling unit; and

WHEREAS, the total Parkland Impact Fee for the Development Project is SIX MILLION SIX HUNDRED SEVENTY-ONE THOUSAND TWO HUNDRED and 00/100 Dollars (\$6,671,200.00) ("Total Parkland Impact Fee"); and

WHEREAS, Chadwell Partnership shall pay Twenty-Five percent (25%) of the Total Parkland Impact Fee obligation at the recording of the first final plat or the issuance of the first building permit when a plat is not required for any property that includes a structure with dwelling units, and the remaining Seventy-Five percent (75%) of the Total Parkland Impact Fee shall be paid per permit in the pro-rated amount of Three Thousand Two Hundred Eighty-Eight and 00/100 (\$3,228.00) until such time the total obligation has been satisfied; and

WHEREAS, Chadwell Partnership has requested to offset a portion of the costs of construction of the Parkland Project against any Parkland Impact Fees due from the Development Project. The estimated amount of such eligible costs, and the potential offset, was determined by the Parks Department

Director, or designee, on February 08, 2021, to be FIVE MILLION THREE THOUSAND FOUR HUNDRED and 00/100 Dollars (\$5,003,400.00);

WHEREAS, Chadwell Partnership has agreed to construct the Parkland Project as illustrated in Exhibits “A” and “B” and described in detail below for the future enjoyment of the public free of charge, subject to the terms and conditions set forth herein; and

WHEREAS, the Parkland Project as illustrated in Exhibits “A” and “B” shall undergo further design and development which may change the size and location of the amenities as currently shown. However, the Parkland Project shall not be altered in any way that modifies the nature and type of use as contemplated in this Agreement as of the date hereof, without the express prior written consent of the City (which shall not be unreasonably withheld, conditioned, or delayed).

NOW, THEREFORE, in consideration of the terms, conditions, and mutual agreements by and between the parties as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

I. AGREEMENT FOR PARKLAND CONSTRUCTION AND DEDICATION

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Chadwell Partnership agrees to and has attached all pertinent exhibits to this contract prior to the first submittal of this Agreement to the City for review. Chadwell Partnership further understands that failure to provide all pertinent exhibits prior to the first submittal of this Agreement for review will result in a delay in the agreement approval process.
3. Chadwell Partnership agrees to provide the City of Franklin with a Certificate of Liability Insurance evidencing General Liability insurance at \$1,000,000 per occurrence and \$2,000,000 aggregate limits that shall reflect the City of Franklin as Certificate Holder. Chadwell Partnership shall provide this Certificate of Liability Insurance prior to the signing of this agreement and shall provide an updated Certificate of Liability Insurance as General Liability insurance renews or changes throughout the term of this Agreement.
4. The total estimated cost of land and/or easement dedication, design, and the cost of labor, equipment, supplies, and materials used to construct the Parkland Project is SIX MILLION SEVEN HUNDRED SEVEN THOUSAND ONE HUNDRED EIGHTY-SEVEN and 82/100 Dollars (\$6,707,187.82) (“Total Costs Incurred”), as more particularly described in Exhibit “C”, and the estimated total offset to Chadwell Partnership is FIVE MILLION THREE THOUSAND FOUR HUNDRED and 00/100 Dollars (\$5,003,400.00) and shall be provided to Chadwell Partnership upon completion of the Parkland Project and submittal and approval of paid invoices documenting Total Costs Incurred. Costs for the Parkland Project, including land value as determined by the predetermined land value in the Parkland Dedication Ordinance, shall be valued at One Hundred Percent (100%) of the total costs of improvements. The following costs are specifically excluded and not eligible for an offset: fiscal cost, including interest on money borrowed to finance the construction, cost for utility relocations, and other improvements that benefit the development.

5. Pursuant to Title 25, Chapter 4 of the Franklin Municipal Code, the eligible offset does and shall not exceed the total Parkland Impact Fees due for the Development Project.
6. Chadwell Partnership shall be responsible for that location and protection of all existing utilities in accordance with State and local laws while utilizing the right-of-way. There shall be no offsets or reimbursement for relocation or protecting public utilities.
7. All improvements, uses, and activities shall comply with the policies established by the City of Franklin Zoning Ordinance and Municipal Code with the terms and conditions of this agreement.
8. Upon Completion, and prior to acceptance of the Parkland Project improvements, Chadwell Partnership shall provide reasonable documentation for all such costs and provide notarized release of liens.
9. Organized Events. Events require a Special Event Permit which may be obtained through the City's Parks Department. No entity shall sponsor, host, or organize an event on the Parkland Project area without prior approval of the Special Event Permit.
10. Final as-built plans of the Parkland Project shall be submitted immediately following completion of construction activities. If the Parkland Project is developed in phases, as-built plans for each phase shall be submitted once the work is complete in that phase. Acceptance of Parkland Project dedication and Parkland Project construction projects will not be issued until satisfactory as-built plans of the Parkland Project have been approved by the Parks Department Director and the City Engineer. All aspects of the Parkland Project that have been affected by construction of the Development Project shall be verified and appear on the as-built plans. This would include, but is not limited to the following items:
 - All property lines and easements
 - New and Existing structures (include restrooms, playground equipment, trail/multi-use paths, trail heads, pavilions, pools, etc.)
 - Location of all "as-built" work with station and offsets
 - Height and location of all fences, walls, screens, trees, and hedges over 42" tall
 - All commercial driveways, paved areas, and required parking spaces
 - All concealed components with station and offsets (include known buried cables, utilities, drainage structures, etc.)
 - All utilities
 - File formats shall be in a *.PDF along with either *.DWG, *.DXF, *.DGN, or AutoDACr14
 - Two paper sets

*Note: on all sheets referencing the Tennessee State Plane Coordination System, Zone 5301, Fipszone 4100; NAD 83 datum.

Concealed components will require documented proof to be submitted with the as-built plans in the form of a certified construction log that has been generated by the design engineer. As-built plans are required to be endorsed by a Tennessee registered professional engineer and/or a registered land surveyor.

11. Barring force majeure or weather delays, Chadwell Partnership agrees, that within thirty (30) days written notice from the City, to remove, maintain, repair, or replace trees, landscaping, and trail damage as described herein that may require reasonable removal, maintenance, repair, or replacement. The City reserves its right to determine health of the trees, landscaping, and condition of the Public Parkland Project and whether trees, landscaping, and Parkland Project improvements are to be replaced and maintained. If no remedy is made within the specified time, the City reserves the right to remove all affected trees and landscaping and repair the area with notice to Chadwell Partnership and at the sole cost and expense of Chadwell Partnership. Chadwell Partnership shall submit payment for full cost and expense incurred by the City within forty-five (45) days of the date of the invoice.
12. In the case of emergency situations, where an unplanned disturbance of the trees, landscaping and/or the Parkland Project occurs due to natural disaster, the City will perform emergency infrastructure repairs or conduct a public safety/emergency response. , The City will minimize the disturbance to the extent feasible and act swiftly for the purposes of public safety, health, and welfare. The City will bring the site back to substantially similar condition as soon as practicable, subject to budgetary constraints, other priorities that serve the public health, safety, and welfare, seasonal limitations for replacement or planting, and weather delays.
13. The Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement.
14. This Agreement is non-transferable to the successors or assigns of Chadwell Partnership unless the successor assumes the same obligations of Chadwell Partnership in writing. Such assignment shall be provided to the City within fifteen (15) days after the transfer of the Development Project. Upon assignment, Chadwell Partnership shall be relieved from any and all further liability under this Agreement.
15. Chadwell Partnership shall exercise the rights, privileges, and permission granted herein at Chadwell Partnership's own risk. Chadwell Partnership shall not claim any damages from the City for any injuries or damages, including death, about or because of the exercise of such rights, privileges, or permission, the condition of the non-exclusive, all-access public easement or the use of the non-exclusive, all-access public easement excluding gross negligence or willful misconduct by the City and its Mayor, Aldermen, officers, employees, officials, and agents. Chadwell Partnership shall indemnify and hold harmless the City, its Mayor, Aldermen, officers, employees, officials, and agents, from and against all claims, actual damages, actual losses, and actual out-of-pocket expenses, including reasonable attorney's fees for outside counsel and costs, arising out of, resulting from , or in any way connected with the failure of Chadwell Partnership to comply with any of the provisions herein, or with the City's direction to remove and/or maintain any trees, landscaping, or portions of the Parkland Project depicted in Exhibits "A" and "B". The City shall not be liable to Chadwell Partnership should Chadwell Partnership's use of the property be hindered or disturbed. The City will not be liable to Chadwell Partnership for any reason not specifically stated herein.

16. The City and Chadwell Partnership agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
17. Applicable Law/Choice of Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
18. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

City of Franklin
Attn: Mark Hilty, ACA
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305

In the case of Chadwell Partnership:

Chadwell Partnership
Attn: Phil Fawcett
2000 Meridian Boulevard
Suite 250
Franklin, TN 37067

Evans and Petree
Attn: Ashby Scott
1000 Ridgeway Loop Road, STE 200
Memphis, Tennessee 38120
Phone: 901.525.6781
Direct: 901.521.4618
Fax: 901.374.7508

19. This agreement shall be recorded with the Williamson County Register of Deeds with a copy maintained in the City Recorder's office in City Hall, 109 Third Avenue South, Franklin, TN 37064. Upon completion of this agreement, the City agrees to cover the costs and responsibility associated with recording this Agreement.
20. This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

II. General Terms and Conditions

1. Personal Liability.

No member, Mayor, Alderman, official, or employee of the City shall be personally liable to Chadwell Partnership or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Chadwell Partnership or successor or on any obligations hereunder; provided, however, the City shall remain liable to Chadwell Partnership for its gross negligence and willful misconduct. The City shall only look to Chadwell Partnership and the Development

Project for the enforcement of Chadwell Partnership's obligations hereunder. None of the trustees, officers, directors, employees, members, owners, partners, or shareholders of Chadwell Partnership or any direct or indirect owner of Chadwell Partnership shall have any personal liability for any of the liability or obligations of Chadwell Partnership in connection herewith.

2. 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 Chadwell Partnership to limit its liability shall be void and unenforceable.

3. Severability.

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

[Signature pages follow next]

IN WITNESS WHEREOF the said parties have hereunto set their signatures, on this day and date first above written.

CITY OF FRANKLIN, TENNESSEE:

Attest:

By: _____
Dr. Ken Moore, Mayor

By: _____
Eric S. Stuckey, City Administrator

Date: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, _____, a Notary Public of said State and County, personally appeared, Dr. Ken Moore and Eric S. Stuckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and where, upon oath, Dr. Ken Moore acknowledged himself to be Mayor and Eric S. Stuckey acknowledged himself to be City Administrator of the City of Franklin, Tennessee, and that as such, being authorized to do so, have executed the foregoing instrument for the purposes therein contained.

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

NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
Maricruz R. Fincher
Staff Attorney

Chadwell Partnership

By:
Name:
Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
_____)
COUNTY OF _____)

On _____, before me, _____,
Notary Public, personally appeared _____ who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public
My Commission expires: _____

Seal



CHADWELL OVERALL DEVELOPMENT PROGRAM			
BUILDING USES			
	CHADWELL NORTH	CHADWELL SOUTH	TOTALS
COMMERCIAL (SF)	1,497,400	65,600	1,563,000
CIVIC (SF)	5,000	5,500	10,500
HOTEL (KEYS)	450	0	450
MULTI-FAMILY	771	879	1,650

KEY

PRESERVED CANOPY

30', RIPARIAN BUFFER, ZONE 2

60', RIPARIAN BUFFER, ZONE 1

FLOODWAY

OPEN SPACE

OPEN SPACE REQUIREMENT		
MINIMUM OPEN SPACE REQUIREMENT: 5%		
REQUIRED: 306,691 SF		
PROVIDED: 306,691 TOTAL (5%)		
ADDITIONAL NATURAL AREA: NOT REQUIRED		
TOTAL OPEN SPACE PROVIDED: 307,061 SF		
KEY	TYPE	AREA (SF)
CHADWELL NORTH		
OS-1	POCKET PARK	2,810 SF
OS-2	POCKET PARK	1,632 SF
OS-3	PLAZA	7,980 SF
OS-4	PLAZA	39,512 SF
OS-5	POCKET PARK	4,798 SF
OS-6	POCKET PARK	6,714 SF
OS-7	SQUARE/GREEN	8,011 SF
OS-8	PLAZA	8,000 SF
OS-9	AMENITY	19,222 SF
OS-10	GREENWAY	13,845 SF
OS-11	POCKET PARK	1,772 SF
OS-12	SQUARE/GREEN	8,011 SF
OS-13	SQUARE/GREEN	14,196 SF
OS-14	SQUARE/GREEN	17,188 SF
OS-15	POCKET PARK	14,039 SF
CHADWELL SOUTH		
OS-16	GREENWAY/POCKET PARK	49,967 SF
OS-17	POCKET PARK	12,752 SF
OS-18	POCKET PARK	10,244 SF
OS-19	POCKET PARK	4,610 SF
OS-20	POCKET PARK	7,779 SF
OS-21	GREENWAY/POCKET PARK	20,330 SF
OS-22	SQUARE/GREEN	5,235 SF
OS-23	POCKET PARK	3,072 SF
OS-24	POCKET PARK	8,970 SF
OS-25	NEIGHBORHOOD AMENITY	9,233 SF

SITE DATA CHART

SITE INFORMATION:	
PROJECT NAME:	Berry Farms - Chadwell
PROJECT NUMBER:	7331
ADDRESS:	2409 Goose Creek Bypass Franklin, Williamson County, TN 117 -- 02000
PARCEL(S):	140.81 AC / 6,133,827.5 SF
ACREAGE / SF OF SITE:	
BASE ZONING:	
PROPOSED ZONING:	PD (0.7, 1,563,000 SF)
ZONING OVERLAY:	PD (11.72, 1,573,500 SF) FFO,FWO
PROPOSED PRINCIPLE USE:	
Pattern Book; Page 12	
PROPOSED ACCESSORY USE:	
Pattern Book; Page 12	
BUILDING TYPES APPLIED:	
Pattern Book; Page 12	
FRONTAGE TYPES APPLIED:	
Patter Book; Page 12	
SETBACKS	
FRONT YARD:	Pattern Book; Page 61
SIDE YARD:	Pattern Book; Page 61
REAR YARD:	Pattern Book; Page 61
DWELLING UNIT COUNT, BY TYPE:	
MULTI-FAMILY APARTMENTS:	900 Units
MIXED-USE RESIDENTIAL, DUPLEX, MULTIPLEX, TOWNHOUSE, AND MULTIFAMILY:	630 Units
INDEPENDENT LIVING:	120 Units
COMMERCIAL S.F., BY USE:	
RETAIL:	132,200 S.F.
OFFICE:	1,430,800 S.F.
CIVIC:	10,500 S.F.
HOTEL KEYS:	450 Keys
LANDSCAPE/OPEN SPACE:	
MIN. LANDSCAPE SURFACE AREA:	20%
OPEN SPACE S.F. REQUIRED:	306,691 SF/ 7.04 AC (5% REQUIRED)
NATURAL AREA S.F. REQUIRED:	Not Required - Mixed Use Commercial/Residential
TREE CANOPY RETENTION ACREAGE:	869,792 SF/19.97 AC (26% of Existing Canopy Retention Req.)
PARKING:	
Pattern Book; Page 62	

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY CITY OF FRANKLIN.

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

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

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 5.7 miles to Police Headquarters
NEAREST FIRE STATION: 1.8 miles to Fire Station 7
NEAREST RECREATIONAL FACILITY: There will be a large park located on site that will be open to the public. It is 4.8 miles to Winstead Hill Park and 5.6 miles to Eastern Flank Battlefield Park.

PROJECTED STUDENT POPULATION
PROJECTED ELEMENTARY SCHOOL: 202 STUDENTS
PROJECTED MIDDLE SCHOOL: 90 STUDENTS
PROJECTED HIGH SCHOOL: 81 STUDENTS
TOTAL PROJECTED STUDENT POPULATION: 373 STUDENTS

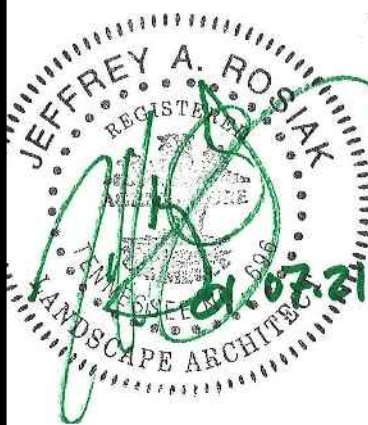
REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY CITY OF FRANKLIN

PARKLAND
PARKLAND FEES TO BE PAID AT THE FINAL PLAT
1650 TOTAL UNITS WITH 100 UNITS APPROVED WITH PREVIOUS ENTITLEMENT
1550 UNITS X \$4,304= \$6,671,200

ESTIMATED AMOUNT OF SUCH ELIGIBLE COST AND THE POTENTIAL OFFSET IS \$5,003,400
25% OF THE TOTAL COST WILL NOT BE ELIGIBLE FOR REIMBURSEMENT AND GO TOWARD QUAD 2

COF Contract No. 2021-0009

EXHIBIT A - BERRY FARMS CHADWELL PUD



Revision Date	
△	
△	
△	
△	
△	

EXHIBIT B - AREAS A TO F PARK AMENITIES



FIVE MILE PARK

PUBLIC/PRIVATE PARKLAND

PRIVATELY MAINTAINED - 75% OFFSET

AREA A

TO INCLUDE:

DUAL SHADE STRUCTURES
BATHROOMS / CONCESSIONS
(3) U12 & (12) U6 FIELDS
3 TENNIS COURTS / PICKLE BALL / SPORT COURTS
PLAYGROUND

TRAILHEAD
DOG PARK
PARKING LOT
SITE WORK & LANDSCAPING

DATA:

PUBLIC ACCESS PARK
5.35 ACRES

EXHIBIT B - AREAS A TO F PARK AMENITIES



TRAIL SYSTEM

PUBLIC/PRIVATE PARKLAND

PRIVATELY MAINTAINED - 75% OFFSET

AREA B

TO INCLUDE:

12' ASPHALT TRAILS

EXHIBIT B - AREAS A TO F PARK AMENITIES



PRIVATE AMENITY

PRIVATE PARKLAND

PRIVATELY MAINTAINED - 50% OFFSET

**AREA C
TO INCLUDE:**
COURTYARD
LANDSCAPING
POOL

DATA:
NEIGHBORHOOD AMENITY
19,700 SQ FEET

**AREA D
TO INCLUDE:**
COURTYARD
LANDSCAPING
POOL

DATA:
NEIGHBORHOOD AMENITY
17,275 SQ FEET

**AREA E
TO INCLUDE:**
PLAZA
GREEN SPACE
JEWEL BOX OR RETAIL AMENITY SPACE

DATA:
NEIGHBORHOOD PARK
42,000 SQ FEET

BOYLE
GDC
gambie design collaborative

Kimley»Horn
**HISTORICAL
CONCEPTS**
ARCHITECTURE & PLANNING

EXHIBIT B - AREAS A TO F PARK AMENITIES



PRIVATE AMENITY

PRIVATE PARKLAND

PRIVATELY MAINTAINED - 50% OFFSET

AREA F
TO INCLUDE:
COURTYARD
LANDSCAPING

DATA:
NEIGHBORHOOD AMENITY
13,250 SQ FEET

AREA G
TO INCLUDE:
PLANTING BUFFER/LANDSCAPING
GREEN SPACE
POOL/AMENITY SPACE

DATA:
NEIGHBORHOOD AMENITY
27,275 SQ FEET

AREA H
TO INCLUDE:
HARDSCAPE PLAZA
SEATING
LANDSCAPING

DATA:
NEIGHBORHOOD PARK
10,250 SQ FEET

BOYLE

GDC
gambie design collaborative

Kimley»Horn

**HISTORICAL
CONCEPTS**
ARCHITECTURE & PLANNING

EXHIBIT C - CONSTRUCTION ESTIMATES

Description		Quantity	Percent Offset Allowed	Units	Cost/Unit	Impact Fee
Proposed Units		1650				
Previously approved Units (Subtract)		100				
Proposed Units in addition to previously approved		1550		Units	\$4,304.00	\$6,671,200.00
Minimum Parkland Fee Payment:			25%			\$1,667,800.00
Maximum Parkland Off Set Eligibility:			75%			\$5,003,400.00
Parkland Reimbursement Cost						
Key	Description	Quantity	Percent Offset	Units	Cost/Unit	Total
Design/Planning/Engineering (Professional Services)						
	Landscape Architect Design Fees, Project Constrution Administration Fees, Misc.			I	5% Allowance	\$345,489.69
	Engineering / Architect Design Fees, Project Administration Fees, Misc.			I	5% Allowance	\$345,489.69
Public Parkland, 100% Reimbursement [Public Access, Public Maintained]						
N/A	None Proposed		100%			
Public/Private Parkland, 75% Reimbursement [Public Access Easement, Privately Maintained]						
AREA A	Neighborhood Park (5 Mile Creek Park)		75%	I	Estimate/Allowance	\$3,377,850.00
	Construction Estimate Includes:					
	Site Work and Landscaping					
	Parking Lot					
	Dual Shade Structures					
	Bathrooms/Concessions					
	(3) U12/ (12) U6 Soccer Fields					
	(3) Tennis Courts/Pickle Ball/Sports Courts					
	Playground					
	Trail Head					
	Dog Park					
	Neighborhood Park (5 Mile Creek Park) Land Cost	232,984 SF	75%	5.35	\$45,757 / Acre (Floodplain)	\$244,799.95
AREA B	Public Multi - Use Trails		75%			
	Construction Estimate Includes:					
	12' Asphalt Trail			6,675	225/LF	\$1,501,875.00
	Multi-Use Trails Land Cost		75%	1.84	\$45,757 / Acre (Floodplain)	\$84,192.88
Total Design Fees						\$690,979.38
Total Public/Private Parkland Construction Cost:						\$4,879,725.00
Total Public/Private Parkland Land Cost:						\$328,992.83
Total Public/Private Parkland Cost [Land + Construction]:						\$5,899,697.21
Total Potential Public/Private Parkland Reimbersement [75%]:						\$4,424,772.90
Private Parkland, 50% Construction Reimbursement [Private Access, Privately Maintained]						
AREA C	Private Neighborhood Amenity		50%			
	North Village - Block A Neighborhood Amenity			I	Estimate/Allowance	\$1,000,000.00
AREA D	Private Neighborhood Amenity		50%			
	North Village - Block J Neighborhood Amenity			I	Estimate/Allowance	\$1,000,000.00
AREA E	Private Neighborhood Amenity		50%			
	North Village - Block I Neighborhood Amenity			I	Estimate/Allowance	\$1,500,000.00
AREA F	Private Neighborhood Amenity		50%			
	South Village - Black A Neighborhood Amenity			I	Estimate/Allowance	\$1,000,000.00
AREA G	Private Neighborhood Amenity		50%			
	South Village - Block D Neighborhood Amenity			I	Estimate/Allowance	\$1,000,000.00
AREA H	Private Neighborhood Amenity		50%			
	South Village - Block D Neighborhood Amenity			I	Estimate/Allowance	\$1,000,000.00
Total Private Parkland Construction Cost :						\$6,500,000.00
Total Potential Private Parkland Reimbersement [50%]:						\$3,250,000.00
Parkland Offset Summary						
Total Parkland Impact Fees						\$6,671,200.00
Maximum Parkland Offset Eligibility (Max 75% of Total Parkland Impact Fee):						\$5,003,400.00
Proposed Public/Private Parkland, 75% Reimbursement [Public Access Easement, Privately Maintained]						\$4,424,772.90
Proposed Private Parkland, 50% Construction Reimbursement [Private Access, Privately Maintained]						\$3,250,000.00
Total Proposed Parkland Expenditure						\$7,674,772.90
Minus Maximum Parkland Offset Eligibility						\$5,003,400.00
Surplus Parkland Expenditure						\$2,671,372.90



CHADWELL OVERALL DEVELOPMENT PROGRAM			
BUILDING USES			
	CHADWELL NORTH	CHADWELL SOUTH	TOTALS
COMMERCIAL (SF)	1,497,400	65,600	1,563,000
CIVIC (SF)	5,000	5,500	10,500
HOTEL (KEYS)	450	0	450
MULTI-FAMILY	771	879	1,650

KEY	
	PRESERVED CANOPY
	30', RIPARIAN BUFFER, ZONE 2
	60', RIPARIAN BUFFER, ZONE 1
	FLOODWAY
	OPEN SPACE

OPEN SPACE REQUIREMENT		
MINIMUM OPEN SPACE REQUIREMENT: 5%		
REQUIRED: 306,691 SF		
PROVIDED: 306,691 TOTAL (5%)		
ADDITIONAL NATURAL AREA: NOT REQUIRED		
TOTAL OPEN SPACE PROVIDED: 307,061 SF		
KEY	TYPE	AREA (SF)
CHADWELL NORTH		
OS-1	POCKET PARK	2,810 SF
OS-2	POCKET PARK	1,632 SF
OS-3	PLAZA	7,980 SF
OS-4	PLAZA	39,512 SF
OS-5	POCKET PARK	4,798 SF
OS-6	POCKET PARK	6,714 SF
OS-7	SQUARE/GREEN	8,011 SF
OS-8	PLAZA	8,000 SF
OS-9	AMENITY	19,222 SF
OS-10	GREENWAY	13,845 SF
OS-11	POCKET PARK	1,772 SF
OS-12	SQUARE/GREEN	8,011 SF
OS-13	SQUARE/GREEN	14,196 SF
OS-14	SQUARE/GREEN	17,188 SF
OS-15	POCKET PARK	14,039 SF
CHADWELL SOUTH		
OS-16	GREENWAY/POCKET PARK	49,967 SF
OS-17	POCKET PARK	12,752 SF
OS-18	POCKET PARK	10,244 SF
OS-19	POCKET PARK	4,610 SF
OS-20	POCKET PARK	7,779 SF
OS-21	GREENWAY/POCKET PARK	20,330 SF
OS-22	SQUARE/GREEN	5,225 SF
OS-23	POCKET PARK	3,072 SF
OS-24	POCKET PARK	8,970 SF
OS-25	NEIGHBORHOOD AMENITY	9,233 SF

SITE DATA CHART

SITE INFORMATION:	
PROJECT NAME:	Berry Farms - Chadwell
PROJECT NUMBER:	7331
ADDRESS:	2409 Goose Creek Bypass Franklin, Williamson County, TN 117 -- 02000
PARCEL(S):	140.81 AC / 6,133,827.5 SF
ACREAGE / SF OF SITE:	
BASE ZONING:	
PROPOSED ZONING:	PD (0.7, 1,563,000 SF)
ZONING OVERLAY:	PD (11.72, 1,573,500 SF) FFO,FWO
PROPOSED PRINCIPLE USE:	
Pattern Book; Page 12	
PROPOSED ACCESSORY USE:	
Pattern Book; Page 12	
BUILDING TYPES APPLIED:	
Pattern Book; Page 12	
FRONTAGE TYPES APPLIED:	
Patter Book; Page 12	
SETBACKS	
FRONT YARD:	Pattern Book; Page 61
SIDE YARD:	Pattern Book; Page 61
REAR YARD:	Pattern Book; Page 61
DWELLING UNIT COUNT, BY TYPE:	
MULTI-FAMILY APARTMENTS:	900 Units
MIXED-USE RESIDENTIAL, DUPLEX, MULTIPLEX, TOWNHOUSE, AND MULTIFAMILY:	630 Units
INDEPENDENT LIVING:	120 Units
COMMERCIAL S.F., BY USE:	
RETAIL:	132,200 S.F.
OFFICE:	1,430,800 S.F.
CIVIC:	10,500 S.F.
HOTEL KEYS:	450 Keys
LANDSCAPE/OPEN SPACE:	
MIN. LANDSCAPE SURFACE AREA:	20%
OPEN SPACE S.F. REQUIRED:	306,691 SF/ 7.04 AC (5% REQUIRED)
NATURAL AREA S.F. REQUIRED:	Not Required - Mixed Use Commercial/Residential
TREE CANOPY RETENTION ACREAGE:	869,792 SF/19.97 AC (26% of Existing Canopy Retention Req.)
PARKING:	
Pattern Book; Page 62	

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY CITY OF FRANKLIN.

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

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

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 5.7 miles to Police Headquarters
NEAREST FIRE STATION: 1.8 miles to Fire Station 7
NEAREST RECREATIONAL FACILITY: There will be a large park located on site that will be open to the public. It is 4.8 miles to Winstead Hill Park and 5.6 miles to Eastern Flank Battlefield Park.

PROJECTED STUDENT POPULATION
PROJECTED ELEMENTARY SCHOOL: 202 STUDENTS
PROJECTED MIDDLE SCHOOL: 90 STUDENTS
PROJECTED HIGH SCHOOL: 81 STUDENTS
TOTAL PROJECTED STUDENT POPULATION: 373 STUDENTS

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

PARKLAND
PARKLAND FEES TO BE PAID AT THE FINAL PLAT
1650 TOTAL UNITS WITH 100 UNITS APPROVED WITH PREVIOUS ENTITLEMENT
1550 UNITS X \$4,304= \$6,671,200

ESTIMATED AMOUNT OF SUCH ELIGIBLE COST AND THE POTENTIAL OFFSET IS \$5,003,400
25% OF THE TOTAL COST WILL NOT BE ELIGIBLE FOR REIMBURSEMENT AND GO TOWARD QUAD 2

EXHIBIT A - BERRY FARMS CHADWELL PUD



Revision Date	
△	
△	
△	
△	

EXHIBIT B - AREAS A TO F PARK AMENITIES



FIVE MILE PARK

- 75%

AREA A

|| :
/
(3) 12 & (12) 6
3 / / || :
5.35

EXHIBIT B - AREAS A TO F PARK AMENITIES



TRAIL SYSTEM

/ - 75%

AREA 12' 2

EXHIBIT C - CONSTRUCTION ESTIMATES

Description		Quantity	Percent Offset Allowed	Units	Cost/Unit	Impact Fee
Proposed Units		1650				
Previously approved Units (Subtract)		100				
Proposed Units in addition to previously approved		1550		Units	\$4,304.00	\$6,671,200.00
Minimum Parkland Fee Payment:			25%			\$1,667,800.00
Maximum Parkland Off Set Eligibility:			75%			\$5,003,400.00
Parkland Reimbursement Cost						
Key	Description	Quantity	Percent Offset	Units	Cost/Unit	Total
Design/Planning/Engineering (Professional Services)						
	Landscape Architect Design Fees, Project Constrution Administration Fees, Misc.			I	5% Allowance	\$287,692.50
	Engineering / Architect Design Fees, Project Administration Fees, Misc.			I	5% Allowance	\$287,692.50
Public Parkland, 100% Reimbursement [Public Access, Public Maintained]						
N/A	None Proposed		100%			
Public/Private Parkland, 75% Reimbursement [Public Access Easement, Privately Maintained]						
AREA A	Neighborhood Park (5 Mile Creek Park)		75%	I	Estimate/Allowance	\$3,377,850.00
	Construction Estimate Includes:					
	Site Work and Landscaping					
	Parking Lot					
	Dual Shade Structures					
	Bathrooms/Concessions					
	(3) U12/ (12) U6 Soccer Fields					
	(3) Tennis Courts/Pickle Ball/Sports Courts					
	Playground					
	Trail Head					
	Dog Park					
	Neighborhood Park (5 Mile Creek Park) Land Cost	232,984 SF	75%	5.35	\$45,757 / Acre (Floodplain)	\$244,799.95
AREA B	Public Multi - Use Trails		75%			
	Construction Estimate Includes:					
	12' Asphalt Trail			10,560	225/LF	\$2,376,000.00
	Multi-Use Trails Land Cost		75%	2.91	\$45,757 / Acre (Floodplain)	\$133,152.87
Total Design Fees						\$575,385.00
Total Public/Private Parkland Construction Cost:						\$5,753,850.00
Total Public/Private Parkland Land Cost:						\$377,952.82
Total Public/Private Parkland Cost [Land + Construction]:						\$6,707,187.82
Total Potential Public/Private Parkland Reimbursement [75%]:						\$5,030,390.87
Parkland Offset Summary						
Total Parkland Impact Fees						\$6,671,200.00
Maximum Parkland Offset Eligibility (Max 75% of Total Parkland Impact Fee):						\$5,003,400.00
Total Proposed Parkland Expenditure						\$5,030,390.87
Minus Maximum Parkland Offset Eligibility						\$5,003,400.00
Surplus Parkland Expenditure						\$26,990.87



File #: 21-01783

DATE: March 2, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

Consideration Of DRAFT COF Contract No. 2021-0020, A Road Impact Fee Reimbursement Agreement With Chadwell Partnership in the amount of \$1,334,801.25.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF Contract No. 2021-0020, a road impact reimbursement agreement.

BACKGROUND/STAFF COMMENTS:

On February 25th, 2021, the Franklin Municipal Planning Commission recommended approval of the Berry Farms Chadwell PUD Subdivision, Development Plan, Revision 1 to the Board of Mayor and Aldermen.

As part of the submittal, a traffic impact analysis was completed for the project. The following improvements were required at Goose Creek Bypass (SR-248) at Berry Farms Crossing/Chadwell Site Access:

- 1) Modify the traffic signal to incorporate the Chadwell Site Access as the south leg at the existing traffic signal.
 - 2) Construct one additional eastbound through lane along Goose Creek Bypass.
 - 3) Construct one eastbound right-turn lane along Goose Creek Bypass.
 - 4) Construct two Westbound left-turn lanes along Goose Creek Bypass, which will require two southbound receiving lanes along the south leg of the intersection.
 - 5) Construct five northbound lanes along the Chadwell Site Access: Two left-turn lanes, one through lane and two right turn lanes.
- Reconfigure the existing three southbound lanes along Berry Farms Crossing: two left-turn lanes and one shared through/right turn lane.

The following improvements add capacity to the Arterial system and qualify for an Arterial Road Impact Fee Reimbursement:

- 1) The Construction one additional eastbound through lane along Goose Creek Bypass.
- 2) 50% of the cost associated with the signal modifications. NOTE: the other 50% of the cost is is directly associated with providing the development with greater access and does not qualify for a Arterial Road Impact Fee Reimbursement.

All improvements shall be completed prior to 35% build-out of the Chadwell Development. The other improvements listed above and in the Traffic Impact Study do not qualify for an Arterial Road Impact

Fee Reimbursement and were required to provide greater access to the development.

FINANCIAL IMPACT:

The total eligible costs of the Improvements including all costs of design, right-of-way acquisition, easement acquisition, permits, and construction of the Improvements is **One Million Three Hundred Thirty-Four Thousand Eight Hundred One and 25/100 Dollars (\$1,334,801.25)** for the Development Project and the total reimbursement by the City to the Developer shall be **One Million Three Hundred Thirty-Four Thousand Eight Hundred One and 25/100 Dollars (\$1,334,801.25)**. At no time shall reimbursement exceed the arterial impact fees collected as part of the Development Project.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract 2021-0020.

**ROAD IMPACT FEE REIMBURSEMENT AGREEMENT
WITH CHADWELL PARTNERSHIP
COF CONTRACT NO. 2021-0020**

This agreement ("Agreement") is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City") and Chadwell Partnership, ("Developer"), on this the ____ day of _____, 20____, pursuant to Title 16, Chapter 4 of the Franklin Municipal Code ("FMC").

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission Berry Farms Chadwell PUD Subdivision COF Project #7331 for approval (the "Development Project"); and

WHEREAS, the City has required the Developer to design, acquire right-of-way, acquire easements, obtain permits, and construct certain roadway improvements (the "Improvements") as a requirement of the Development Project and as shown on Exhibit A; and

WHEREAS, the Improvements required as part of the Development Project are identified in the City's Major Thoroughfare Plan, Connect Franklin; and

WHEREAS, the Developer has made application to offset a portion of the costs of these improvements against any Road Impact Fees due from the Development Project.

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

1. PURPOSE. The purpose of this Agreement is to define the obligations of the parties necessary to carry out the intent of this Agreement for the provision of reimbursement of collector and arterial road impact fees pursuant to the FMC.

2. TERM. This Agreement shall become effective on the date it is fully executed and shall continue until the parties have fully fulfilled their obligations provided hereunder or until the agreement is terminated as provided herein. Understanding the large financial investment each party is making, this Agreement shall only be terminated for convenience upon written agreement of the parties.

3. PROJECT. The Developer has submitted reliable information related to the costs of construction and timing of the following Improvements :

- a. At 35% build-out of the Chadwell Development the following improvements shall be constructed:
 - i. An eastbound thru lane on Goose Creek Bypass at Berry Farms Crossing.
 - ii. Traffic signal improvements at Goose Creek Bypass and Berry Farms Crossing.

4. ELIGIBLE ARTERIAL ROAD IMPACT FEE REIMBURSEMENT. The total eligible costs of the Improvements including all costs of design, right-of-way acquisition, easement acquisition, permits, and construction of the above arterial roadway is **One Million Three Hundred Thirty-Four Thousand Eight Hundred One and 25/100 Dollars (\$1,334,801.25)** for the Development Project and the total reimbursement by the City to the Developer shall be **One Million Three Hundred Thirty-Four Thousand Eight Hundred One and 25/100 Dollars (\$1,334,801.25)**. At no time shall reimbursement exceed the arterial impact fees collected as part of the Development Project.

5. APPROVAL OF CONTRACTS AND AGREEMENTS. The City Engineer shall review and approve all professional services agreements, right-of-way and easement acquisition offers (that exceed the appraised value of the acquisition), and construction bids associated with the Improvements. The Developer shall obtain approval prior to the spending of any funding in which the Developer is seeking reimbursement from the City. The Developer agrees that failure to obtain contract approval from the City Engineer may result in loss of City reimbursement as determined by the City Engineer.

6. APPROVAL OF CONSTRUCTION DOCUMENTS. Prior to starting right-of-way acquisition, easement acquisition, and construction, the Developer shall submit construction documents to the City Engineer for review and approval. The Developer agrees that failure to obtain approval from the City Engineer may result in loss of City reimbursement as determined by the City Engineer.

7. PERMITS. The Developer shall be solely responsible for obtaining and complying with all necessary local, state, and federal permits associated with the Improvements.

8. ON-SITE RIGHT-OF-WAY AND EASEMENT DEDICATION. The reimbursement value of on-site right-of-way shall be based on the fair market value of the land at the date of application for the development approval for which the condition of dedication was imposed. The value of right-of-way is hereby established as **\$22.00 per SF**, and all other necessary temporary slope, temporary construction, access easements, and utility easements shall be dedicated at no cost to the City.

9. OFF-SITE RIGHT-OF-WAY AND EASEMENT ACQUISITION.

- a. The Developer shall be responsible for obtaining all off-site right-of-way and easements associated with the off-site Improvements.
- b. At a minimum, the Developer shall offer fair market value for all right-of-way and/or easements necessary as part of the Improvements. The value of right-of-way and easements shall be determined by a professional real estate appraiser or other means as approved by the City Engineer.
- c. Should negotiations fail, the City agrees to assist, to the maximum extent allowable by law, in the acquisition of the necessary off-site right-of-way and easements associated with the Improvements.

10. Reimbursement and Final Acceptance.

- a. The Developer may submit periodic invoices to the City during the course of design, right-of-way acquisition, easement acquisition, permitting, and construction (not more frequently than every 90 days), which invoices shall be payable within 30 days after approval by the Road Impact Fee Administrator (City Engineer), subject to collected impact fees as specified within this Agreement.
- b. No reimbursement on Construction shall be allowed until all right-of-way and easements have been properly deeded to the City and/or State and recorded at the Williamson County Register of Deeds.
- c. Invoices shall include copies of approved contracts and invoices associated with the roadway Improvements, partial lien waivers for all contracts, and copies of checks to show proof of payment. The Developer shall submit invoices based on the latest approved City forms as required by the Road Impact Fee Administrator (City Engineer).

- d. Prior to final reimbursement and City acceptance of off-site Improvements, the Developer shall coordinate final inspections with the City and obtain letters of acceptance from the Street Department or City Engineer.
- e. The following costs are specifically excluded from reimbursement: fiscal cost, including interest of money borrowed to finance the construction; cost for utility relocations; landscaping; turn lanes; internal management fees; and turn lanes / signal improvements that benefit solely the development and not the arterial and/or collector roadway.

11. INDEMNIFICATION.

- a. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Developer under this Agreement or otherwise, Developer shall indemnify and hold harmless the City, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Improvements, provided that any such claim, action, loss, cost, judgment, or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the improvements itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Developer, and any contractor and any subcontractor, and any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable.
- b. In any and all claims against City, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Developer, and contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable, the indemnification obligation under the paragraph above will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer, or any contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

12. MISCELLANEOUS.

- a. Binding. This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.
- b. Severability. The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- c. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual parties shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

- d. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.
- e. Assignment. The rights and obligations of this Agreement are not assignable without prior written consent of the City.
- f. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.
- g. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

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

WITNESS our hands on the dates as indicated.

DEVELOPER

Chadwell Partnership

By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE)
)
COUNTY OF _____)

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

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

Notary Public
My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: _____

DR. KEN MOORE

Mayor

Date: _____

By: _____

ERICS. STUCKEY

City Administrator

Date: _____

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

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

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

Notary Public

My Commission Expires:_____

Approved as to form by:

Maricruz R. Fincher, Staff Attorney





File #: 21-01759

DATE: March 2, 2021

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Michelle Hatcher, Director of Water Management
Ben McNeil

SUBJECT:

Consideration Of COF Contract No. 2021-0040, An Agreement For Reimbursement Of Costs For Sanitary Sewer Collection System For Chadwell Partnership PUD.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a reimbursement agreement with the Chadwell Partnership regarding the installation of a sanitary sewer interceptor within the Chadwell Tract of the Berry Farms Development in Goose Creek.

BACKGROUND/STAFF COMMENTS:

During the review of the pending Chadwell Development Plan amendment, the developer submitted a design for the sanitary sewer interceptor that staff determined would be difficult to maintain once it became a City asset. While the developer did design and size this sanitary sewer infrastructure in accordance with our sanitary sewer development standards and, will extend this interceptor through the Chadwell Tract to their western most property line, the developer did propose to install this interceptor through a portion of their propose mixed-use development which is not ideal for maintaining an interceptor sewer. The developer would incur extra costs for install this interceptor in the location preferred by City staff.

Since the City's ordinances are silent on the final approval of the design and location of sanitary sewer, water, and reclaimed water infrastructure, staff has drafted an ordinance amendment amendment to Title 18 of the City's Municipal Code to clear up this ambiguity. Ordinance 2021-02 was introduced on the March 9 Work Session agenda.

In this instance the cost to install the sanitary sewer interceptor in a location preferred by City staff, is estimated to be \$ 765,000. Staff proposed dividing this cost three ways, between the City, the Chadwell Partnership, and Ford Homes who recently received approval for the Southbrooke PUD adjacent to Lewisburg Pike. Therefore, the City and Ford Homes would contribute approximately \$275,000 toward the installation of this future City asset. The Chadwell Partnership would design and construct the interceptor and pay the difference. This Development Agreement is between the City

and the Chadwell Partnership which states the City will reimbursement the Chadwell Partnership up to \$550,000 upon completion, acceptance, and documenting the costs incurred for designing and installing this interceptor. A separate agreement will be forth-coming between the City and Ford Homes that will obligate Ford Homes to reimburse the City \$275,000 prior to the issuance of the first building permit being released in the Southbrooke PUD.

FINANCIAL IMPACT:

Even though the City requires developers to design, install, and incur the costs associated with sanitary sewer, water, and reclaimed water infrastructure that contributes to the City's overall system capacity, the ability to efficiently maintain these future City assets is critical. As discussed previously, City staff is proposing an amendment to the City's Municipal Code to make clear the final approval authority rests with the Water Management Director or their designee for the design and installation of sanitary sewer, water, and reclaimed water infrastructure that becomes an asset of the City.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Development Agreement with the Chadwell Partnership, Contract 2021-0040.

**AGREEMENT FOR REIMBURSEMENT OF COSTS
FOR SANITARY SEWER COLLECTION SYSTEM IMPROVEMENTS
COF CONTRACT NO. 2021-0040**

This Agreement between THE CITY OF FRANKLIN, TENNESSEE ("City") and Chadwell Partnership, ("Developer"), entered into on this the _____ day of _____, 2021, is subject to the following premises, terms and conditions.

WHEREAS, the Developer is concurrently submitting to the Board of Mayor and Aldermen, Berry Farms Chadwell PUD Subdivision, Development Plan, Revision 1, Project #7331 for approval ("Development"); and

WHEREAS, the Developer is being required as a condition of the approval of this development plan to install a sanitary sewer interceptor across the project site to coincide with the City's master basin plan ("Sewer Improvements"), which will become a part of the Franklin sanitary sewer collection system; and

WHEREAS, the Sewer Improvements will not benefit the Development, but will be available for the use and benefit of other present and future customers of the Franklin sanitary sewer collection system outside the Development; and

WHEREAS, the Developer is therefore entitled, pursuant to Section 18-208 of the Franklin Municipal Code, to be reimbursed for the costs of construction of the said Improvements as described herein; and

WHEREAS, the Developer, based upon estimates of the Developer's engineer and deemed reasonable by the Water Management Department, will incur an additional cost of SEVEN HUNDRED SIXTY-FIVE THOUSAND SEVEN HUNDRED FORTY-FOUR AND NO/100 DOLLARS (\$765,744.00) for the materials related to installation of the sanitary sewer infrastructure, including a 25% contingency, as shown on Exhibit B.

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

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. The Developer and the City agree that the Developer shall be eligible for reimbursement as hereafter set forth for the Sewer Improvements shown on Exhibit A, as may be further revised.
3. The City will reimburse Developer for a proportion of the total cost associated with the Sewer Improvements up to FIVE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$550,000.00) ("Eligible Costs"). Such reimbursement is conditioned on the Sewer Improvements being designed, constructed, satisfactorily inspected, tested, and accepted no later than July 1, 2023.
4. Prior to reimbursement of the total eligible cost and acceptance of the Sewer Improvements, the Developer must submit to the City a detailed statement of the actual costs and the Board may, in its discretion, adjust the eligible costs to reflect the actual project costs.

5. The Developer may submit periodic invoices to the City during the course of constructions (not more frequently than every ninety (90) days). Invoices shall be payable within thirty (30) days after approval by the Water Management Director.. Invoices shall include copies of contracts and invoices associated with the Sewer Improvements and copies of checks to show proof of payment.

6. The City shall reimburse the Developer for the Sewer Improvements until all Eligible Costs have been fully reimbursed and such reimbursement shall be made from the City's Sewer Access Fund.

7. Prior to final reimbursement and the City's acceptance of the Sewer Improvements, the Developer shall coordinate final inspections with the City and obtain letters of acceptance from the Water Management Department. The Developer is responsible for correcting any material deficiencies within the Sewer Improvements prior to the City's final reimbursement or acceptance of the Sewer Improvements.

8. The parties agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors and assigns and that there are no understandings or agreements between them except as contained in this instrument.

9. The parties agree that, except as recited in this Agreement, the Developer has no further right of reimbursement with respect to the Sewer Improvements and the Developer expressly releases the City from any further claim therefor. The Developer further acknowledges and agrees that the reimbursement rights provided herein do not constitute a debt of the City but only a right of offset against fees otherwise due from the Developer.

10. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Developer under this Agreement or otherwise, Developer shall indemnify and hold harmless the City, and the officers, directors, members, partners, employees, agents, consultants and subcontractors, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Improvements, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the improvements itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Developer, and any contractor and any subcontractor, and any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable.

11. In any and all claims against City, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Developer, and contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable, the indemnification obligation under the paragraph above will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer, or any contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

12. This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.

13. The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

14. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual parties shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

15. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

16. The rights and obligations of this Agreement are not assignable without prior written consent of the City.

17. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

18. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

Approved by the Board of Mayor and Aldermen on _____, 2021.

(Signatures on following pages)

WITNESS our hands on the dates as indicated.

Developer

Chadwell Partnership

By:

Print Name: _____

Title: _____

Date: _____

STATE OF _____)

)

COUNTY OF _____)

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

Witness my hand and seal, at Office in _____, Tennessee, this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE

By: _____

Dr. KEN MOORE

Mayor

Date: _____

By: _____

ERIC S. STUCKEY

City Administrator/Recorder

Date: _____

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared Dr. Ken Moore, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Mayor, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that 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 on this the ____ day of _____, 20____.

Notary Public

My Commission expires:_____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, the undersigned Notary Public of said County and State, personally appeared Eric S. Stuckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to the City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that 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.

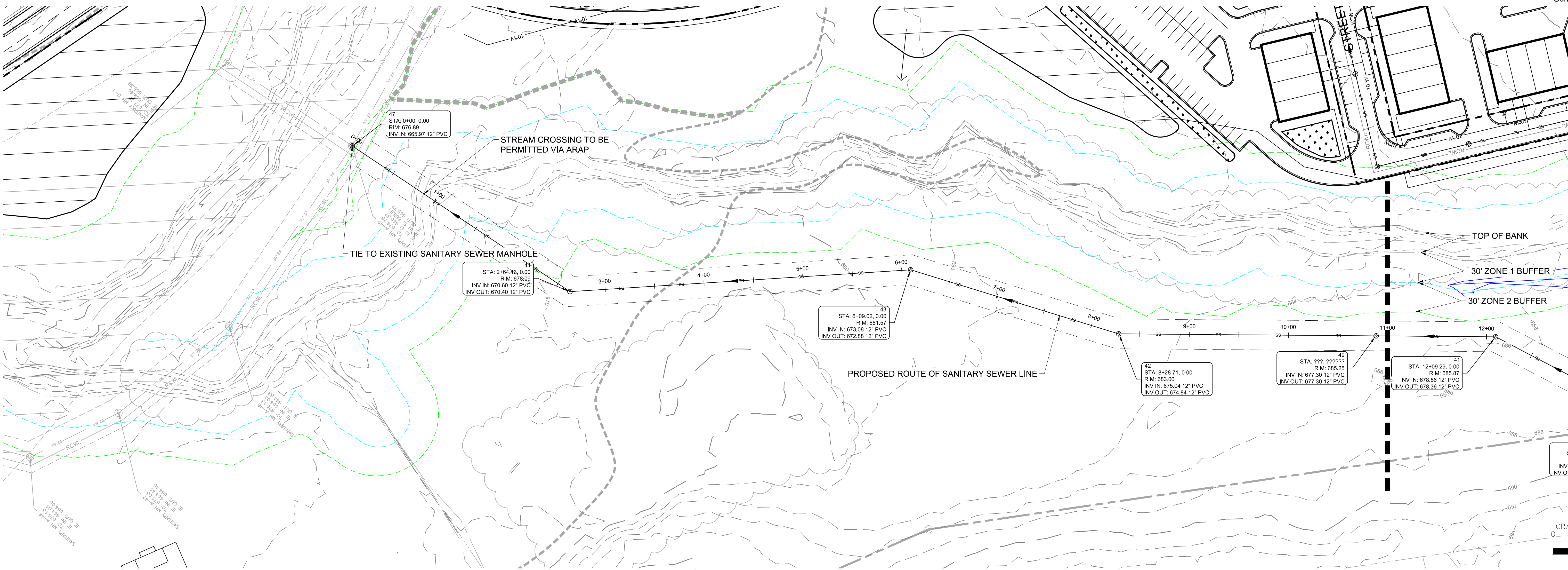
WITNESS, my hand and seal on this the ____ day of _____, 2021.

Notary Public
My Commission expires:_____

Approved as to form by:

Maricruz R. Fincher, Staff Attorney





OFFSITE BLUE LINE

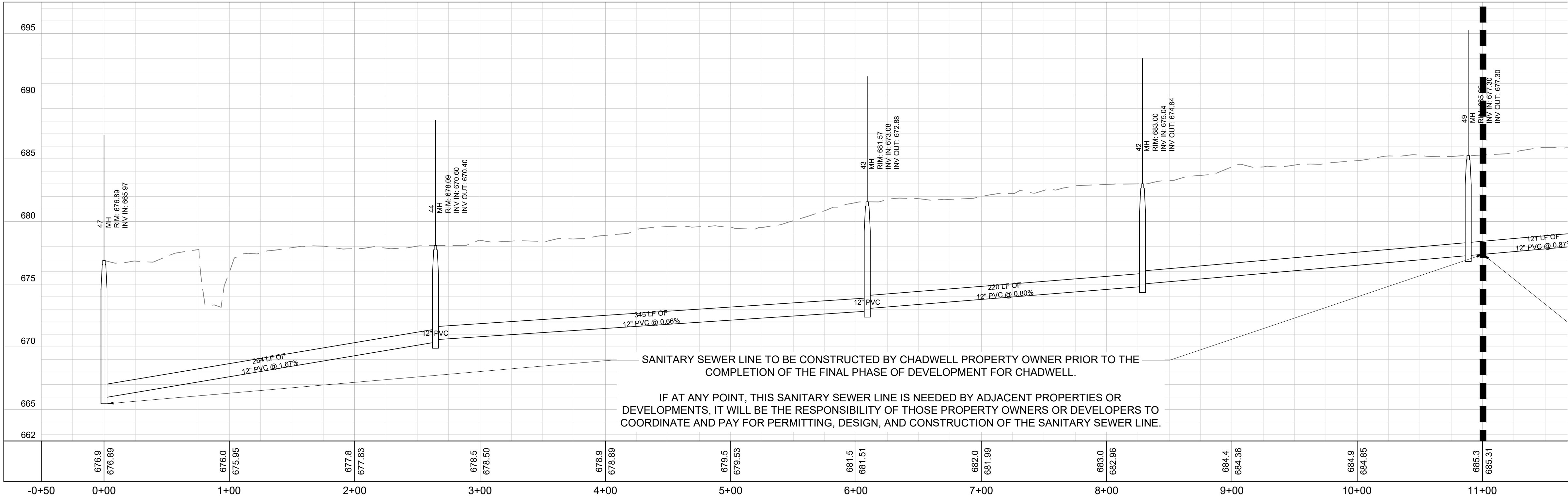


EXHIBIT A - PROPOSED SANITARY SEWER INTERCEPTOR MAIN EXTENSION

Kimley»Horn

EXHIBIT
NOT FOR
CONSTRUCTION

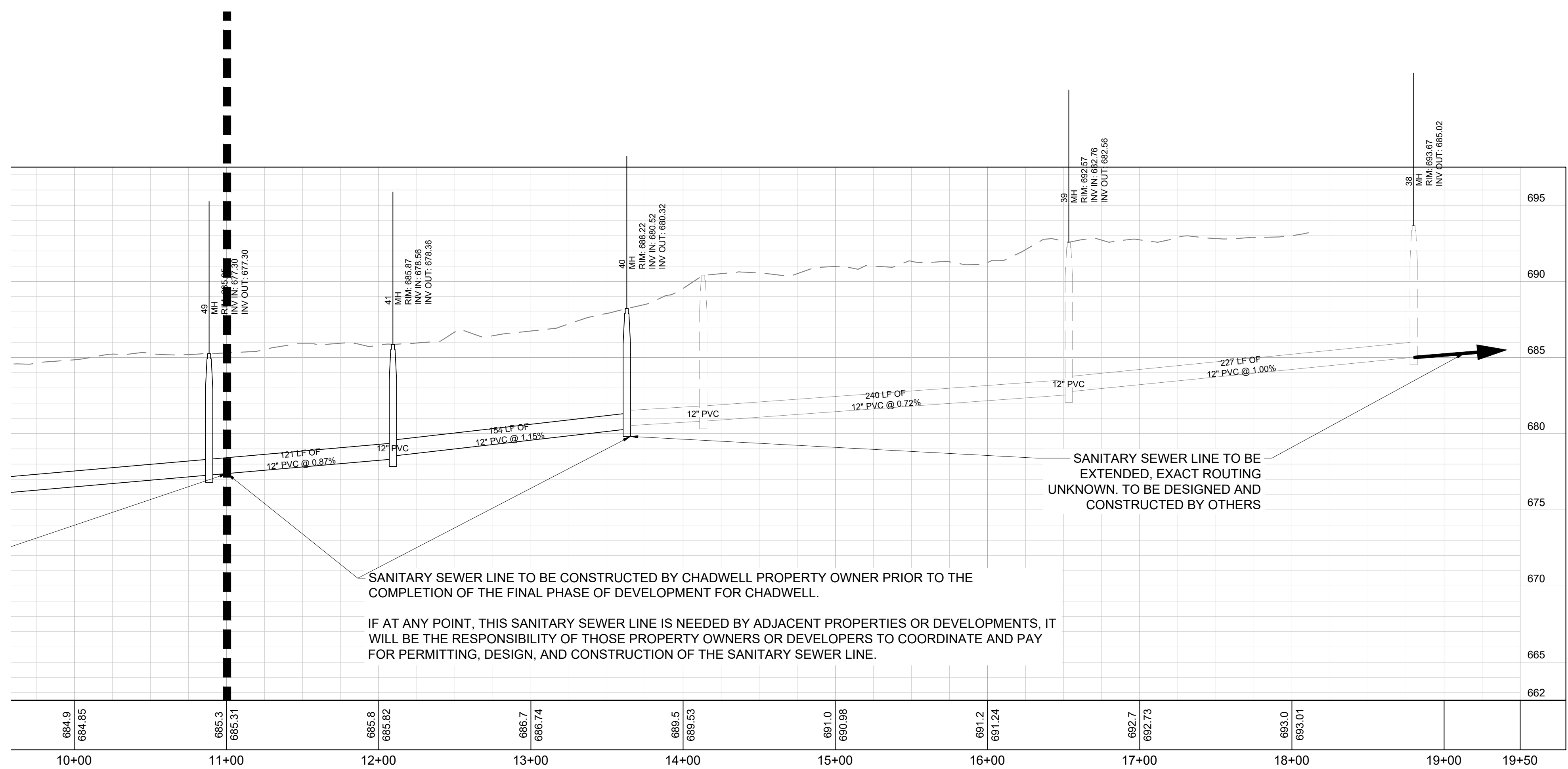
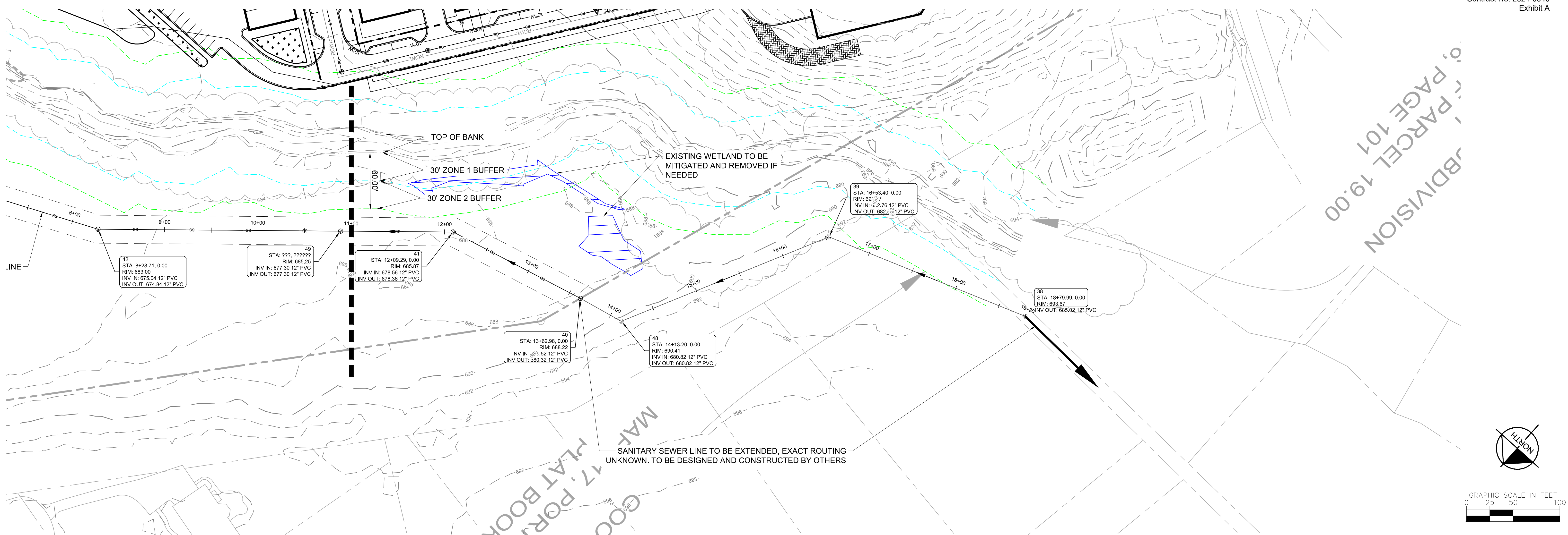


EXHIBIT A - PROPOSED SANITARY SEWER INTERCEPTOR MAIN EXTENSION

EXHIBIT B - PROPOSED SANITARY SEWER INTERCEPTOR MAIN EXTENSION

Kimley-Horn and Associates

Berry Farms - Chadwell

1/7/2021

	Summary		
	The following estimates outline the anticipated construction costs, design fees, and easement acquisition/recording required to permit and construct the interceptor main extension improvements as denoted in the Berry Farms - Chadwell Development Plan dated January 7, 2021. All numbers provided below are estimates and are intended for use in determining Sanitary Sewer Capacity Fee Offset amounts only. See Exhibit A to the Sanitary Sewer Capacity fee offset request for reference to the improvement outlined below.		
	Berry Farms - Chadwell Improvements		
	<u>Proposed Sanitary Sewer Interceptor Main Extension</u>		
1	Construction Estimate	\$523,095	
2	Design and Plan Preparation	\$30,000	
3	Survey	\$7,500	
4	Coordination and Permitting	\$20,000	
5	Easement Value Dedication*	\$27,000	
6	Easement Documentation and Platting/Recording	\$5,000	

Subtotal =	\$612,595
25% Contingency	\$153,149
Total =	\$765,744

*easement value estimated at \$1.00 per SF

EXHIBIT B - JONES BROS. CONSTRUCTION ESTIMATEContract No. 2021-0040
Exhibit B

GENERAL CONDITIONS	1 LS			\$	50,000.00
EROSION CONTROL	1 LS			\$	53,650.00
Access Stone	1 LS	\$	30,000.00	\$	30,000.00
Silt Fencing	4000 LF	\$	4.00	\$	16,000.00
Seeding	1 LS	\$	2,850.00	\$	2,850.00
Rip Rap	100 TN	\$	48.00	\$	4,800.00
SANITARY SEWER	1 LS			\$	419,445.00
Clearing	1 LS	\$	25,000.00	\$	25,000.00
12" PVC SDR26**	1367 LF	\$	75.00	\$	102,525.00
Cross Creek w/ Casing Pipe	1 LS	\$	150,000.00	\$	150,000.00
Std Manhole	6 EA	\$	6,000.00	\$	36,000.00
Tie to Existing	1 EA	\$	20,000.00	\$	20,000.00
Drill & Shoot Trench	1367 LF	\$	30.00	\$	41,010.00
Cleanup Spoils	1420 CY	\$	22.00	\$	31,240.00
Restore Easement	1367 LF	\$	10.00	\$	13,670.00
Total				\$	523,095.00

*For Inclusion of P/P Bond please add 1%
(**For 8" PVC Pipe it would be about \$65/LF**)*

Inclusions only as listed above

- *Creek crossing priced as bore/jack
- *Pipe appears to be less than 12' deep so is priced as PVC SDR26
- *Easements and Coordination for Access to Sewer Line by others

Specific Exclusions -

- *Permits/Fees
- *Relocate Existing Utility Conflicts
- *De-energize/Relocate/Remove Existing Power Poles/Lines
- *Mechanical Rock Removal (figured all blasted)



File #: 21-01824

DATE: March 5, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

*Consideration To Grant Sanitary Sewer Availability For 1256 Lewisburg Pike.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a recommendation for approval of a request for sewer availability for the above referenced property.

BACKGROUND/STAFF COMMENTS:

Date of Request: 8/26/19.

SFUE's Requested: 1.

Domestic Water Meter Size(s): ¾".

This property is located outside of, but adjacent to, the City limits. Part of the Henpeck interceptor is located on the property in question and a tap was made for the property when the infrastructure was installed. The Water Management Department issued an approved letter of sanitary sewer availability because the property owner conveyed that their septic system was failing.

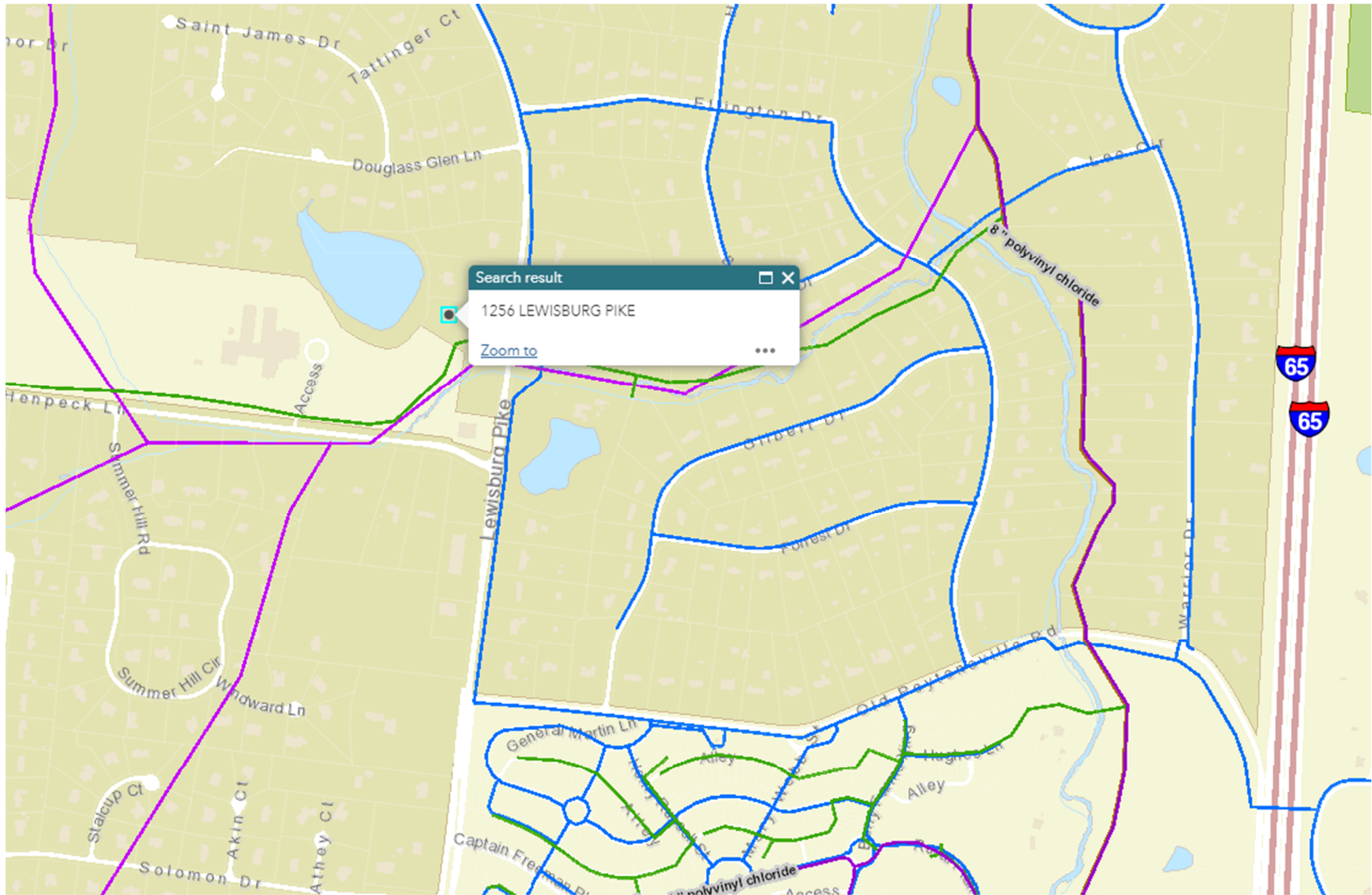
FINANCIAL IMPACT:

N/A

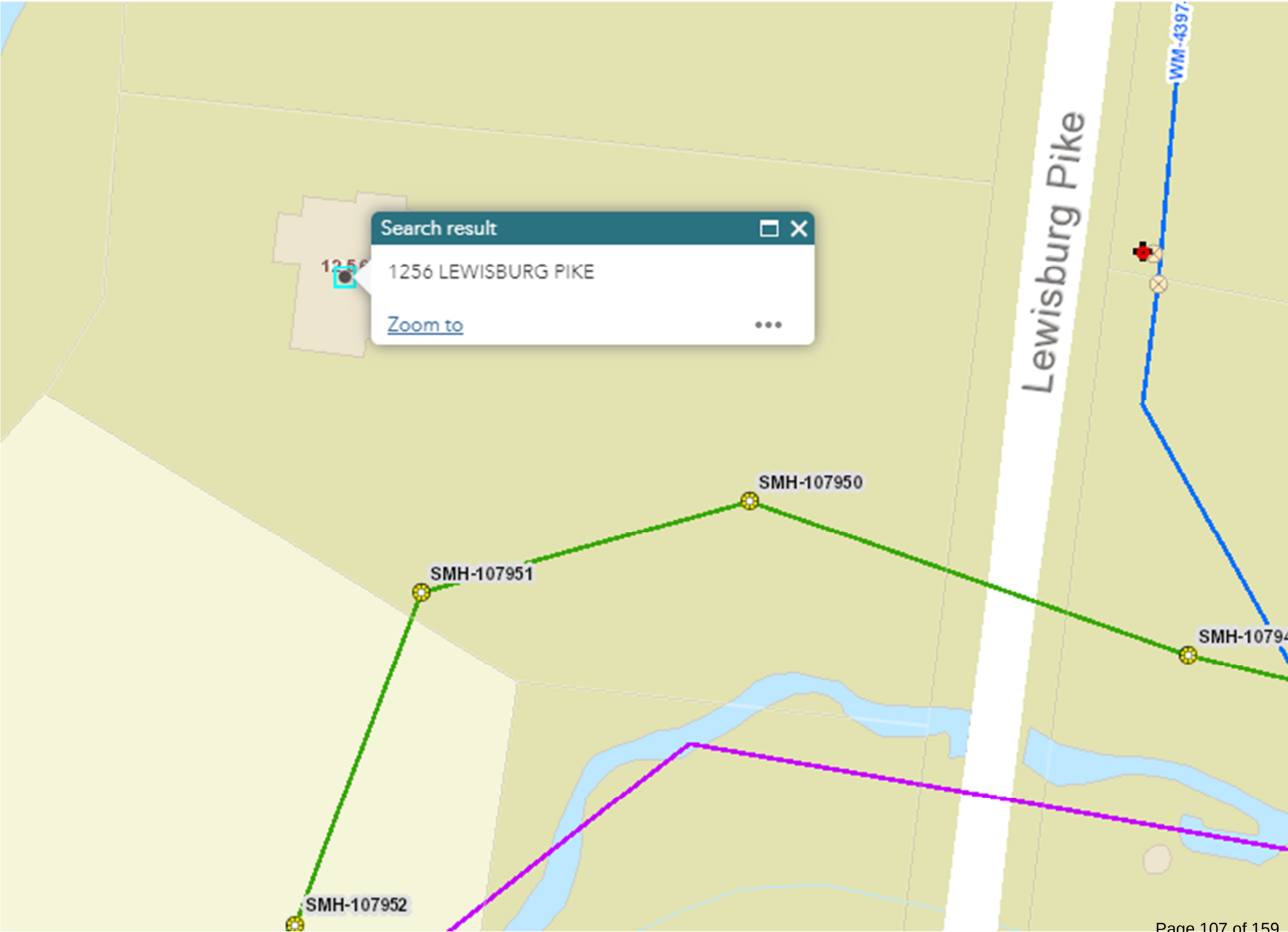
RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve this availability for 1256 Lewisburg Pike, contingent upon the property owner signing an Annexation Agreement and an Availability Agreement with the City.

LOCATOR MAP (Neighborhood view on next page)



Neighborhood View





Type of Availability Requested: **CHECK ALL THAT APPLY:** ☐ Water ☒ Sewer

Sewage Flow Calculations: *Use the City of Franklin projected flow examples sheet –pg.4*

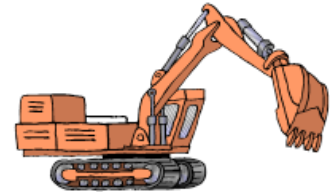
Anticipated sewage flows: Information Required for Sewer Service

MUST SUBMIT A LOCATION MAP (FOR EX: GOOGLE MAP)

Date Submitted: 3/4/21

MEMO

TO: Applicant
FROM: Water Management Department
DATE: May 2018
RE: Request for Water and/or Sewer Availability & Associated Costs



When considering development of a tract of land, one of the first steps a developer (or their design professional) should complete is the application for water and sewer availability. **Planned Unit Developments MUST have approved availability to be approved.**

The following items **SHALL** be included with a water and/or sewer availability request:

- Completed Application (ALL sections must be filled in)
- Project location map & Utility Plan (if available)
- Sewage Calculations (For Development projects only; Individual Single Family Homes are not required to submit these calculations).

Email Application to: availability@franklinton.gov

For additional information or questions please call: 615-794-4554

There is a 30 day maximum turnaround time for the requests. Unless your request requires Board of Mayor & Aldermen (BOMA) approval then applicant will be notified of the date of the BOMA meeting at which your request will be brought up.

THE AVAILABILITY IS GRANTED BASED ON THE FOLLOWING TIME PERIODS:

- Construction plans are to be prepared and **submitted within one year from the granting of availability.**
- Construction of the water and sanitary sewer **improvements shall begin within one and one-half (1 ½) years from the granting of availability.**

OTHER RELATED INFORMATION:

- Pump stations and force mains are not allowed if the development can be served by extension of gravity sewer.
 - Any necessary Pump Station or Force Main shall be subject to approval by Water Dept. Director.
- **No customer shall supply water service to more than one dwelling or premise from a single service line.**

PROPERTIES OUTSIDE OF CITY LIMITS:

Per **Resolution 2015-32**: Annexation shall be required as a condition of approval for all properties outside the City Limits whether within the City's Urban Growth Boundary, or not, in order to be granted sanitary sewer availability. Annexation shall occur at such time the property becomes contiguous to the City's corporate limits or as determined by the Board of Mayor and Alderman.

- Applicant shall be required to sign the Annexation Agreement **after** Availability Request is approved by BOMA, and **before** the approved letter is issued.

SINGLE FAMILY APPLICANTS:

- Not all portions of the application will apply, please mark NA to those sections.
- If a main line extension is necessary you will be required to submit a plan & profile set for review and approval.

MAIN LINE EXTENSION REQUIRED FOR SERVICE:

Plans shall be submitted for approval:

- Plans shall include: Site Layout & Location, Existing Utilities, Grading & EPSC, Plan & Profile, and Applicable Details.
- Include Final hydraulic analysis of the line/s. Use the City's standards for flow calculations.
- Water and Sewer Specifications are available on-line (in pdf form) for the convenience of the developer's engineer:
<http://www.franklinton.gov/government/engineering/development>

CURRENT SEPTIC SYSTEMS/APPLICANTS WITHIN THE COUNTY:

- Williamson County requires residents wishing to modify the septic system to first request availability with the City. You are required to complete the application and indicate whether you are requesting a denial or approval. (Indication does not guarantee final decision. BOMA must approve or deny your request).
- Septic System must be decommissioned per County standards:
<http://www.williamsoncounty-tn.gov/index.aspx?NID=126>

If you have any questions concerning this request, contact the City of Franklin Water Department at (615) 794-4554.

Tap Related Fees* *Does not include \$25 New Account Set up Fee*

Fee Description:	Applicable Utility	Fee Amount:
System Development Fee (SDF)	Water & Sewer	See Charts Below (based on meter size)
Access Fee	Water & Sewer	See Charts Below (based on meter size)
Effluent Disposal Fee (EDF)	Sewer	See Charts Below (based on meter size)
Tap Fee	Water & Sewer	See Charts Below (based on meter size)
Irrigation Fee	Water & Reclaim Water	See Charts Below (based on meter size)
Fire Sprinkler Fee (SDF)	Water (fire)	\$500 per diameter inch of connection line

Effective March 1, 2008, the fees and installation costs are as follows and are paid to the Building & Neighborhood Services Dept. 615-794-7012

WATER * City of Franklin Wat							
Meter Size	SFUE	GPM	SDF	Access Fees	Irrigation Meter ¹	Tap Existing ²	City making Tap ³
¾"	1	12.5	\$903	\$1,186	\$3,150	\$315	\$756
1"	13	50	\$3,612	\$4,746	\$4,725	\$374	\$897
1 ½"	30	120	\$8,619	\$11,390	\$6,300	\$656	\$1,444
2"	40	160	\$11,558	\$15,187	\$7,875	\$1,362	\$2,223
3"	88	350	\$25,284	\$33,222	\$9,450	\$1,581	\$3,654
4"	125	500	\$36,120	\$47,460	\$11,025	\$2,668	\$5,492
6"	300	1200	\$86,688	\$113,904	\$12,600	\$4,723	\$7,387
8"	375	1500	\$108,360	\$142,380	\$14,175	\$10,293	\$14,110

SEWER (Fees are based on water meter size regardless of water district)							
Meter Size	SFUE	GPM	SDF	Access Fee	Effluent Disposal ⁴	Tap Existing ²	City Making Tap ³
¾"	1	12.5	\$1,444	\$2,100	\$450	\$263	\$1,240
1"	13	50	\$5,775	\$8,400	\$1,800	\$263	\$1,240
1 ½"	30	120	\$13,860	\$20,160	\$4,320	\$263	\$1,240
2"	40	160	\$18,480	\$26,880	\$5,760	\$263	\$1,240
3"	88	350	\$40,425	\$58,800	\$12,600	\$263	\$1,240
4"	125	500	\$57,750	\$84,000	\$18,000	\$263	\$1,240
6"	300	1200	\$138,600	\$201,600	\$43,200	\$263	\$1,240
8"	375	1500	\$173,250	\$252,000	\$54,000	\$263	\$1,240

1- Irrigation Fees Include Meter Fee & \$25 Application Fee Only

3- City Installs Tap & Meter

2- Contractor Installs Tap & Meter – Subject to Addnl' Inspections

4- Fee Goes to Establishing Effluent Water System; paid with all Sewer Services

*** All Fees shall be paid prior to the issuance of a Building Permit or Utility Inspection, whichever occurs first. ***

Private Fire Hydrant and Sprinkler Systems – The SDF for connection of private fire hydrants and sprinkler system lines to the City of Franklin's (COF) lines shall be **\$500 per inch diameter of connection** to the City's lines. Radio-read meters will be required on all private fire hydrant and sprinkler systems.

UTILITY PERMIT RELATED FEES: PAID WITH PERMIT, NOT WITH AVAILABILITY REQUEST:

Only applicable if extending the water, sewer or reclaim water main lines.

Fee Description	Applicable Utility	Fee Amount
Plan Review Fee	Water, Sewer & Reclaim Water	\$300 Water; \$300 Sewer & \$300 reclaim Water
Inspection fees:	Fee Rate	
Water Main Line	\$1.25/LF Water (minimum \$ 1,000)	
Sewer Gravity Main Line	\$2.00/LF (minimum \$1,000)	
Sewer Force Main Line	\$1.50/LF (minimum \$1,000)	
Reclaim Water	\$1.25/LF (minimum \$1,000)	

Checks are made payable to the City of Franklin. Please indicate what the payment is for on the check.

3 Projected Flow Examples

Drainage Facility	Flow in GPD	Design Units
Apartments -One Bedroom	250	per unit
Apartment -Two Bedroom	300	per unit
Apartment -Three Bedroom	350	per unit
Mobile Home Parks	300	per mobile home space
Single Family Dwelling	350	per unit
Assembly Hall (No Food Service)	2	per seat
Beauty Shop, Styling Salon	200	per station
Bowling Alleys (no food service)	75	per lane
Car Wash -(stand alone)	500	Per bay
Child Care Center	10	Per child and adult
Churches (small)	5	per sanctuary seat
Churches (large with kitchen)	7	per sanctuary seat
Country Clubs	50	per member
Dance Halls (No Food Service)	2	per person
Doctors/Dentists	75 20 10	per doctor per employee per patient
Drive-In Theaters	5	per car space
Factories (no showers)	25	per employee per 8-hour shift
Factories (with showers)	35	per employee -per 8-hour shift
Hospitals (no residents) (with food service)	300	per bed
Hotels	130	per unit
Institutions (residents) (with food service)	100	per person
Laundries (coin-operated)	400	per standard size machine
Nursing and Rest Homes (with food service)	200 100 50	per patient per resident employee per non-resident employee
Office Buildings	25	per employee
Office/warehouse space	0.1	per square foot
Retail Store	20	per employee
Restaurant -Ordinary (not 24-hour)	35	per seat
Restaurant -24-Hour	50	per seat
Restaurant -Banquet Rooms	5	per seat
Restaurant -Along Freeway	100	per seat
Restaurant -Tavern (very little food service)	35	per seat
Restaurant -Curb Service (drive-in)	50	per car space
Service Stations	1000	Per fuel island
Schools -Elementary (with food service)	15	per pupil
Schools -High and Junior High (with food service)	20	per pupil
Shopping Centers (no food service or laundries)	0.2	per sq. ft of floor space
Swimming Pool	10	per swimmer
Theaters, auditorium type	5	per seat
Youth and Recreation Camps (w/food service)	50	per person



File #: 21-01729

DATE: February 8, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks

SUBJECT:

Consideration Of Resolution 2021-25, A Resolution Authorizing The Request Of Justice Cornelia A. Clark To Be Interred At Rest Haven Cemetery.

PURPOSE:

The purpose of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information to consideration Of Resolution 2021-25, A Resolution Approving The Request Of Justice Cornelia A. Clark To Be Interred At Rest Haven Cemetery At The Time Of Her Death Within The Bradley Family Plot.

BACKGROUND/STAFF COMMENTS:

In 2017 Justice Cornelia "Connie" Clark approached the City of Franklin about the approval process to allow for a burial at the Rest Haven Cemetery. The City Cemetery and Rest Haven Cemetery are not active burial sites. Due to each grave site being individually owned while the City maintains the cemetery from a maintenance and preservation standpoint; it is up to the person or family requesting the burial to prove to the City they are decedents of those buried in the cemetery. Through documented records supplied by Justice Clark and archived records the City has obtained regarding Rest Haven Cemetery, the Parks Department along with a local funeral home investigating the existing site for adequate burial space; the Parks Department cannot dispute the facts provided and therefore approves the requested burial location.

FINANCIAL IMPACT:

The City will not incur any financial impact related to this request for approval of resolution 2021-25. The full cost of the burial and all associated costs will be paid for by the family/estate of Justice Clark.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2021-25.

RESOLUTION 2021-25

A RESOLUTION APPROVING THE REQUEST OF JUSTICE CORNELIA A. CLARK TO BE INTERRED AT REST HAVEN CEMETERY AT THE TIME OF HER DEATH WITHIN THE BRADLEY FAMILY PLOT

WHEREAS, Rest Haven Cemetery is owned by the City of Franklin, is not actively in use for burials, and only descendants of existing families with existing plots are permitted to be interred; and

WHEREAS, Justice Cornelia A. Clark, a descendent of the Bradley family, has provided documentation that she has a family connection to this plot, and it is her request to be interred within her family's plot upon her death; and

WHEREAS, Williamson Memorial Funeral Home conducted an examination of the Bradley Family plot and confirmed there are several spaces available for burial by either of a casket or a cremation urn, as shown in Exhibit A; and

WHEREAS, at the time of her death, Williamson Memorial Funeral Home has agreed to be responsible for the interment services at her family's request and at no cost to the City.

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

Justice Cornelia A. Clark may be interred within the Bradley Family plot at Rest Haven Cemetery upon her death pursuant to Exhibit A, attached.

At the family's request, Williamson Memorial Funeral Home shall be responsible for the cost associated with the burial.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

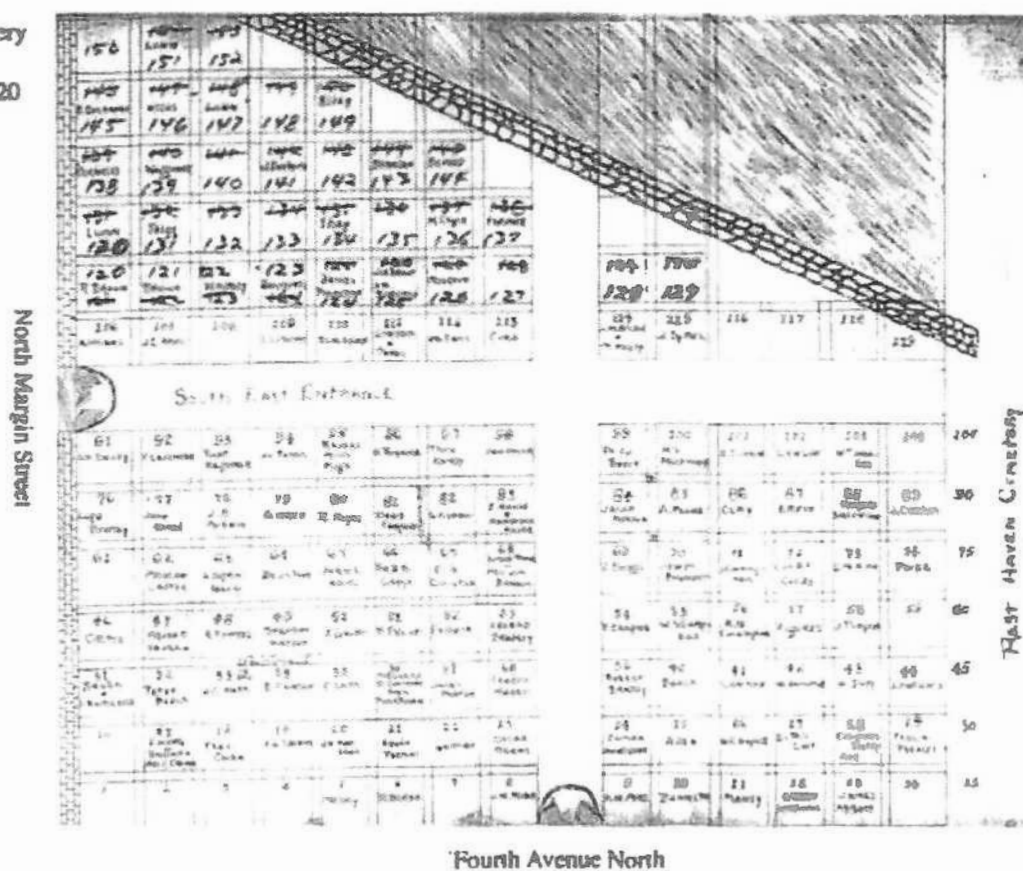
By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

Rest Haven Cemetery
Established 1855
City sold lots for \$20

Map of lots in Rest Haven from Rick Warwick.





HISTORIC
F R A N K L I N
T E N N E S S E E

December 3, 2020

The Honorable Justice Cornelia A. Clark
351 Fourth Avenue South
Franklin, TN 37064

Dear Justice Clark,

Recently, I have been in discussions with Franklin Parks Director Lisa Clayton about your request to be buried at the City of Franklin's Rest Haven Cemetery. I understand that you have provided sufficient information concerning your lineage/ancestry to support a burial plot. Based on the findings of Williamson Memorial Funeral Home and Gardens, the City is prepared to proceed with honoring your request. Our City team has determined the best course of action is to draft a resolution for approval from the Board of Mayor and Aldermen. This formal Board action ensures that the approval of the burial plot will be upheld into the future.

The resolution has been sent to our Law Department for review and once that process is complete, we plan to put it on a Board of Mayor and Aldermen agenda. We will reach out to you via email informing you of the date should you want to attend in person or virtually. We are delighted to grant your request and appreciate your patience as we work through this process.

Respectfully submitted,

A handwritten signature in blue ink that reads 'Eric S. Stuckey'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Eric S. Stuckey
City Administrator

HISTORIC
FRANKLIN
TENNESSEE

December 3, 2020

The Honorable Justice Cornelia A. Clark
351 Fourth Avenue South
Franklin, TN 37064

Dear Justice Clark,

Recently, I have been in discussions with Franklin Parks Director Lisa Clayton about your request to be buried at the City of Franklin's Rest Haven Cemetery. I understand that you have provided sufficient information concerning your lineage/ancestry to support a burial plot. Based on the findings of Williamson Memorial Funeral Home and Gardens, the City is prepared to proceed with honoring your request. Our City team has determined the best course of action is to draft a resolution for approval from the Board of Mayor and Aldermen. This formal Board action ensures that the approval of the burial plot will be upheld into the future.

The resolution has been sent to our Law Department for review and once that process is complete, we plan to put it on a Board of Mayor and Aldermen agenda. We will reach out to you via email informing you of the date should you want to attend in person or virtually. We are delighted to grant your request and appreciate your patience as we work through this process.

Respectfully submitted,

Eric S. Stuckey
City Administrator



File #: 21-01808

DATE: March 3, 2021

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Jack Tucker, SES Director
Glenn Johnson, Asst. Fire Chief
Brian Wilcox, Purchasing Manager

SUBJECT:

*Consideration Of Resolution No. 2021-40, A Resolution Authorizing The Use Of The Competitive Sealed Proposal Procurement Method For Choosing The Service Providers For Both Emergency Debris Clearing And Removal Services As Well As Monitoring Of Emergency Debris Clearing And Removal Services On Behalf Of Both The City Of Franklin As Well As The Other Incorporated Local Governments Of Williamson County, Including The Williamson County Government Itself (Purchasing Office Procurement Solicitation Nos. 2021-004 And 2021-005).

PURPOSE:

The purpose of this resolution would be to authorize the use of the competitive sealed proposal procurement method for choosing the service providers for both emergency debris clearing and removal services as well as monitoring of emergency debris clearing and removal services, on behalf of both the City of Franklin as well as the other incorporated local governments of Williamson County, including the Williamson County Government itself, for a term of award.

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 both emergency debris clearing and removal services as well as monitoring of emergency debris clearing and removal services, on behalf of both the City of Franklin as well as the other incorporated local governments of Williamson County, including the Williamson County Government itself, 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 providers.

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. 2021-40, a resolution authorizing the use of the competitive sealed proposal procurement method for choosing the service providers for both emergency debris clearing and removal services as well as monitoring of emergency debris clearing and removal services, on behalf of both the City of Franklin as well as the other incorporated local governments of Williamson County, including the Williamson County Government itself.

RESOLUTION 2021-40

A RESOLUTION AUTHORIZING THE USE OF THE COMPETITIVE SEALED PROPOSAL PROCUREMENT METHOD FOR CHOOSING THE SERVICE PROVIDERS FOR BOTH EMERGENCY DEBRIS CLEARING AND REMOVAL SERVICES AS WELL AS MONITORING OF EMERGENCY DEBRIS CLEARING AND REMOVAL SERVICES, ON BEHALF OF BOTH THE CITY OF FRANKLIN AS WELL AS THE OTHER INCORPORATED LOCAL GOVERNMENTS OF WILLIAMSON COUNTY, INCLUDING THE WILLIAMSON COUNTY GOVERNMENT ITSELF

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 providers to recommend for award of both emergency debris clearing and removal services as well as monitoring of emergency debris clearing and removal services, on behalf of both the City of Franklin as well as the other incorporated local governments of Williamson County, including the Williamson County Government itself; 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 providers.

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 processes 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 service providers to recommend for award of both emergency debris clearing and removal services as well as monitoring of emergency debris clearing and removal services, on behalf of both the City of Franklin as well as the other incorporated local governments of Williamson County, including the Williamson County Government itself, 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 providers.

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: _____
Maricruz R. Fincher
Staff Attorney



File #: 20-01624

DATE: March 10, 2021

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management

SUBJECT:

Presentation On An Update To The Impact Fees Collected By The Water Management Department For Connection To The City's Water And Sewer System.
WS 1/26/21

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a presentation on the update of water and sewer impact fees.

BACKGROUND/STAFF COMMENTS:

Impact fees are a fee paid by any entity making a connection to the public water and sewer system, which is made for the purpose of enabling the City to repair and replace it's facilities as necessary or to provide for additions, replacements, improvements, and expansions to the systems, such improvements being required periodically because of growth.

These fees, for both water and sewer, are currently calculated based upon water meter size for the entity. During the January 26, 2021 meeting, methodology was presented to move from calculating those fees by meter size to calculating those fees based off a Single Family Unit Equivalent (SFUE). Using the water meter size to calculate impacts to the system is not the most equitable way of determining the additional flow and loading that can be seen by the water distribution and treatment facility and the sewer collection and water reclamation facility.

This presentation will propose the new impact fees for both water and sewer using the equity buy-in and incremental cost method for both the water distribution and wastewater collection systems, and both treatment facilities.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen provide guidance on the proposed impact fees for both water and sewer.



IMPACT FEES – PART 2 IMPACT FEE FINANCIAL PRESENTATION

MARCH 23, 2021

MICHELLE HATCHER, PE,
DIRECTOR

SARAH CHANDLER,
JACKSON THORNTON

WATER MANAGEMENT
DEPARTMENT

AGENDA

- Background
- Definitions & Types of Impact Fees & Process Overview
- Water: Equity Buy In & Incremental
- Sewer: Equity Buy-In & Incremental (total investment)
- Project Schedule
- Sewer: Incremental Cost (current work)
- Recommendations & Timeline Moving Forward

BACKGROUND

- Current impact fees determined based upon water meter size (both City customers and non-City residents).
- Meter size is not an equitable capture of the impacts to the system based upon wastewater flow received in the collection system and water reclamation facility and the level of required treatment.
- How do we **accurately** and **equitably** predict the impact to the system?
- Impact fees not increased in 13-years.

IMPACT FEE - DEFINITION

- A contribution of capital toward existing or planned future plant facilities necessary to meet the service needs of new customers to which such fees apply.
- Two methods used to determine the amount of these charges are the buy-in method and the incremental-cost pricing method.
- Charges are intended to provide funds to be used to finance all or part of capital improvements necessary to serve new customers.

*AWWA's, Principles of Water Rates, Fees and Charges, p328

IMPACT FEES - TYPES

- Equity (Buy-In) Method – this approach This approach attempts to assess new customers a fee to approximate the equity position of current customers. (AWWA M-1, p199)
 - This approach was used on the water distribution and sewer collection system.
- Incremental Cost Method – assigns new development the incremental cost of system expansion needed to serve the new development. (AWWA M-1, p202)
 - This approach was used on the Water Treatment Plant expansion and the Water Reclamation Facility expansion (Claude Yates Dr).

PROCESS OVERVIEW FOR CALCULATING IMPACT FEES

- Develop Single Family Unit Equivalent
- Equity Buy-In – determine existing customer’s “equity” position in the distribution or collection system
- Equity Buy-In – calculate the average cost per SFUE on the existing distribution and collection system.
- Incremental Cost – determine projected capacity expansion related investments at the WTP and WRF.
- Incremental Cost – calculate the average cost per SFUE on the expanded treatment facilities for both water and wastewater.
- Both approaches are added together for water and again for sewer to arrive at the calculated Impact Fee for each system.



WATER



WATER – EQUITY BUY-IN (DEVELOPMENT OF SFUE)

EQUITY (BUY-IN) METHOD

12 Mos Ended
9/30/2019

Annual Residential Billings	199,330
Monthly Usage/Residential Customer (350 Gals/day)	10,646
Annual Usage/Residential Customer (350 Gals/day)	127,750
Residential Class Code Capacity (Gals)	2,122,033,958
Actual Non-Residential Class Usage (Gals)	445,005,381
Total Design Based Capacity	<u>2,567,039,339</u>
Single Family Unit Equivalent (SFUE) (Total Design Capacity/Annual Usage/Residential Customer)	20,094

WATER – DETERMINE CUSTOMERS INVESTMENT IN EXISTING DISTRIBUTION SYSTEM

EQUITY (BUY-IN) METHOD

	FY 2019
Distribution Plant Valuation	\$ 59,575,401
Less: Contributed Capital	\$ 19,918,384
Less: Distribution Bonds/Grants	\$ 2,639,704
Current Investment in Distribution Plant	<u>\$ 37,017,313</u>

WATER – CALCULATE AVERAGE INVESTMENT/SFUE IN EXISTING DISTRIBUTION SYSTEM

EQUITY (BUY-IN) METHOD

	FY 2019
Distribution Plant Valuation	\$ 59,575,401
Less: Contributed Capital	\$ 19,918,384
Less: Distribution Bonds/Grants	\$ 2,639,704
Current Investment in Distribution Plant	<u>\$ 37,017,313</u>
 Average Cost/SFUE (Dist. Plant Investment/SFUE)	 \$ 1,842

WATER – INCREMENTAL COST

INCREMENTAL COST METHOD

Capacity Investment	
Projected Treatment Capacity Investment	\$ 2,545,582
Projected Additional Capacity (500,000/day)	182,500,000
Annual Usage/Customer (Gals)	127,750
Percentage of Capacity	0.070000%
Average Cost/SFUE	\$ 1,782

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WATER – HYBRID RESULTS

HYBRID CONSOLIDATION

Equity (Buy-In) Method - Distribution	\$ 1,842
Incremental Cost - Treatment	\$ 1,782
Hybrid Approach - Cost per SFUE	\$ 3,624

WATER HYBRID CALCULATION (EQUITY BUY-IN + INCREMENTAL COST)

- Equity Buy-In Method = \$1,842
- Incremental Method = \$1,782
- **PROPOSED TOTAL = \$3,624 per SFUE**
- Current Impact Fee = \$2,089
- **Change = + \$1,535**



SEWER



SEWER – EQUITY BUY-IN (DEVELOPMENT OF SFUE)

EQUITY (BUY-IN) METHOD

12 Mos Ended 9/30/2019

Annual Residential Billings	283,476
Monthly Usage/Customer (350 Gals/day)	10,646
Annual Usage/Customer (350 Gals/day)	127,750
Residential Class Code Capacity (Gals)	3,017,838,250
Actual Non-Residential Class Usage	870,109,582
Total Design Based Capacity	3,887,947,832
Single Family Unit Equivalent (SFUE) (Total Design Capacity/Annual Usage/Residential Customer)	30,434

SEWER – DETERMINE CUSTOMERS IN EXISTING COLLECTION SYSTEM

EQUITY (BUY-IN) METHOD

	FY 2019
Collection Plant Valuation	\$ 156,078,134
Less: Contributed Capital	\$ 73,891,602
Less: Collection Bonds/Grants	\$ 9,413,088
Current Investment in Collection Plant	<u>\$ 72,773,444</u>

SEWER – CALCULATE AVERAGE INVESTMENT/SFUE IN EXISTING SYSTEM

Single Family Unit Equivalent (SFUE) 30,434
(Total Design Capacity/Annual Usage/Residential Customer)

	FY 2019
Collection Plant Valuation	\$ 156,078,134
Less: Contributed Capital	\$ 73,891,602
Less: Collection Bonds/Grants	\$ 9,413,088
Current Investment in Collection Plant	<u>\$ 72,773,444</u>
Average Cost/SFUE (Coll. Plant Investment/SFUE)	\$ 2,391

SEWER – INCREMENTAL COST (CLAUDE YATES FACILITY)

- Additional capacity = 4 MGD
- Cost = \$33 M plus interest costs @ 1.47% for 30 yrs

INCREMENTAL COST METHOD

Capacity - North Plant	
Projected Treatment Investment	\$ 40,829,262
Projected Additional Capacity (4 MGD)	1,460,000,000
Annual Usage/Customer (Gals)	127,750
Percentage of Capacity	0.008750%
Average Cost/SFUE	\$ 3,573

SEWER – INCREMENTAL COST (SE CLEAN WATER FACILITY)

- Cost include (8 MGD facility) – Total Investment:
 - Current Southeast Wastewater Capacity Evaluation PSA (engineering – Hazen, \$3.64M)
 - Pilot plant construction cost (construction – TBD, \$3.58M)
 - Anticipated design cost for SE Clean Water Facility (engineering – TBD, \$10M)
 - Anticipated construction inspection cost for SE Clean Water Facility (inspection – TBD, \$12M)
 - Anticipated construction cost for SE Clean Water Facility (construction – TBD, \$150M)
 - Anticipated interest cost for SE Clean Water Facility (bond – 3.5% for 30 years)

INCREMENTAL COST METHOD	
South Plant Capacity - 8 MGD	
Projected Treatment Investment	\$ 289,683,932
Projected Additional Capacity (8 MGD)	2,920,000,000
Annual Usage/Customer (Gals)	127,750
Percentage of Capacity	0.004375%
Average Cost/SFUE	\$ 12,674

SEWER – HYBRID RESULTS (TOTAL INVESTMENT)

- Equity (Buy-In) Method – Collection = \$2,391
- Capacity – Claude Yates Facility = \$3,573
- Southeast Clean Water Facility = \$12,674
- **IMPACT FEE (TOTAL INVESTMENT) = \$18,638 per SFUE**
- Current Impact Fee = \$3,544
- **Change = + \$15,094**
- *Impact fees related to current treatment project and future treatment project total \$16,247 (87% of total fee)

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SE WASTEWATER CAPACITY - TIMELINE

			2021				2022				2023				2024				2025				2026				2027				2028				2029				2030			
	Scheduled (Anticipated) Dates of Project	Duration	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4				
SE WW Capacity Evaluation	April 2020 - July 2023	3.25 years																																								
Pilot Plant Construction	July 1, 2021 - April 2022	10 months																																								
Pilot Plan Operation	May 2022 - February 2023	10 months																																								
SE CWF Design	August 2023 - February 2026	2.5 years																																								
Advertise For Bid	March 2026 - May 2026	3 months																																								
Award SE Construction	July 2026	2 months																																								
SE CWF Construction	July 2026 - July 2030	4 years																																								
SE CWF Construction Admin/Inspection	July 2026 - July 2030	4 years																																								

INCREMENTAL COST – SE WW CAPACITY

- Include cost for currently incurred cost & those that will be incurred in near future:
 - Current Southeast Wastewater Capacity Evaluation PSA (engineering – Hazen, \$3.64M)
 - Pilot plant construction cost (construction – TBD, \$3.58M)
 - Anticipated interest cost for existing work (bond – 3.5% @ 30 yrs)

INCREMENTAL COST METHOD

South Plant Capacity - 8 MGD	
Existing Treatment Investment	\$ 11,671,417
Projected Additional Capacity (8 MGD)	2,920,000,000
Annual Usage/Customer (Gals)	127,750
Percentage of Capacity	0.004375%
Average Cost/SFUE	\$ 511

SEWER HYBRID CALCULATION (EQUITY BUY-IN + INCREMENTAL COST)

- Equity Buy-In Method = \$2,391
- Incremental Method = \$3,573
- Incremental Method = \$511
- **PROPOSED TOTAL = \$6,475 per SFUE**
- Current Impact Fee = \$3,544
- **Change = + \$2,391**
- *Impact fees related to current treatment project and future treatment project total \$4,084 (63% of total fee)

RECOMMENDATIONS

- WMD recommends increasing water impact fees to include projects already completed totaling \$3,624.
- WMD recommends increasing sewer impact fees to recapture project costs currently in progress totaling \$6,475.
 - Increasing impact fees now will allow for an incremental increase in cost to allow for full recapture of costs incurred due to development.
 - Increasing impact fees now will result in larger financial reserves, reducing the amount of additional debt needed for construction of new facility.
 - Reduce future impacts to existing rate-payers for debt service repayment.

TIMELINE MOVING FORWARD

- July 1, 2021 implementation of revised impact fees (water and sewer)
- Develop methodical approach for increasing sewer impact fees to recapture current project costs.
 - Concepts include:
 - Incremental cost increase each year (similar to rate structure).
 - Stair step increase as new costs are introduced.
 - Additional impact fee studies at strategic points.
- Discussion?



File #: 21-01787

DATE: February 19, 2021

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Kelly Dannenfelser, Asst. Director of Planning

SUBJECT:

Presentation On The New City Hall Facility Public Engagement Plan.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status of the new city hall design process and upcoming engagement plan.

BACKGROUND/STAFF COMMENTS:

The City Teams and OHM/Studio 8 Design have been diligently executing the work plan for the new city hall design on the historic downtown Public Square. To date, the consulting team has provided a series of virtual case studies, conducted departmental interviews, and is working on preliminary design and space planning.

Because of the importance of this civic site at the center of historic Franklin, the design process includes a community engagement plan. This plan consists of two rounds of engagement. The first round is planned for the spring of 2021 and will ask broad visioning questions about what the community stakeholders envision for the future of the city hall block. Engagement will include a combination of virtual "family room chat" meetings, interactive website, short videos, surveys, and e-blasts.

The second round of engagement is planned for the fall of 2021 and will include a report summarizing the round 1 results, a preliminary master plan, and a second survey and public meeting to gather feedback on the design direction. Then the team will bring those findings back to the BOMA.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the new city hall facility engagement plan.

Franklin City Hall

COMMUNITY ENGAGEMENT PLAN

PREPARED BY:



PREPARED FOR:

CITY OF FRANKLIN



Engagement Overview

We understand the key to a successful feasibility study is a comprehensive and transparent engagement strategy. Our team has developed an engagement strategy that is inclusive, transparent, convenient, and interactive. The goal of the engagement strategy is to achieve the following:

1. Provide ample opportunities for the community to be engaged in various formats and levels, our promise is to make participation a choice for everyone.
2. Gain important feedback on key elements of the feasibility study to guide the work of the City and consulting team.
3. Determine levels of support throughout the project.
4. Provide a clear and defensible platform that grounds the feasibility study and supports future decisions by City leadership.
5. Education and have fun...We think this project is and should be a 'big deal.' Let's make it dynamic.

To achieve these goals, we have developed a two phase engagement strategy. This approach allows the process to build on itself and aligns with the overall approach for the project.

ENGAGEMENT ROUND 1

The first round of engagement will focus on educating the public on the project and provide opportunities for high level input on core topic areas such as common spaces, architecture, parking, and role of the building in the downtown, among others. The outcome of this Phase will inform the finalization of the conceptual master plan development.

DEVELOPING THE PLAN

During this Phase, the consultant team will finalize the program and create a series of concepts for the building using the output from Engagement Round 1 together with technical research conducted by the consultant team.

ENGAGEMENT ROUND 2

Engagement Round 2 will test the refined building program and master plan. It will also serve as a way to present updates to the community in their own terms and illustrate how their input is shaping the direction of the project.

This will build trust and consensus through transparency. The outcome of this round will be continued community education, input on the draft program and concepts, and evaluation of the level of community support.

HOW DOES THE PROCESS GET US FROM HERE TO THERE?

Within both rounds of engagement is an underlying set of core questions we are looking to answer that get us from 'here to there.' Some, not all of these core questions are listed below, and it is understood others will come up and be developed through the process.

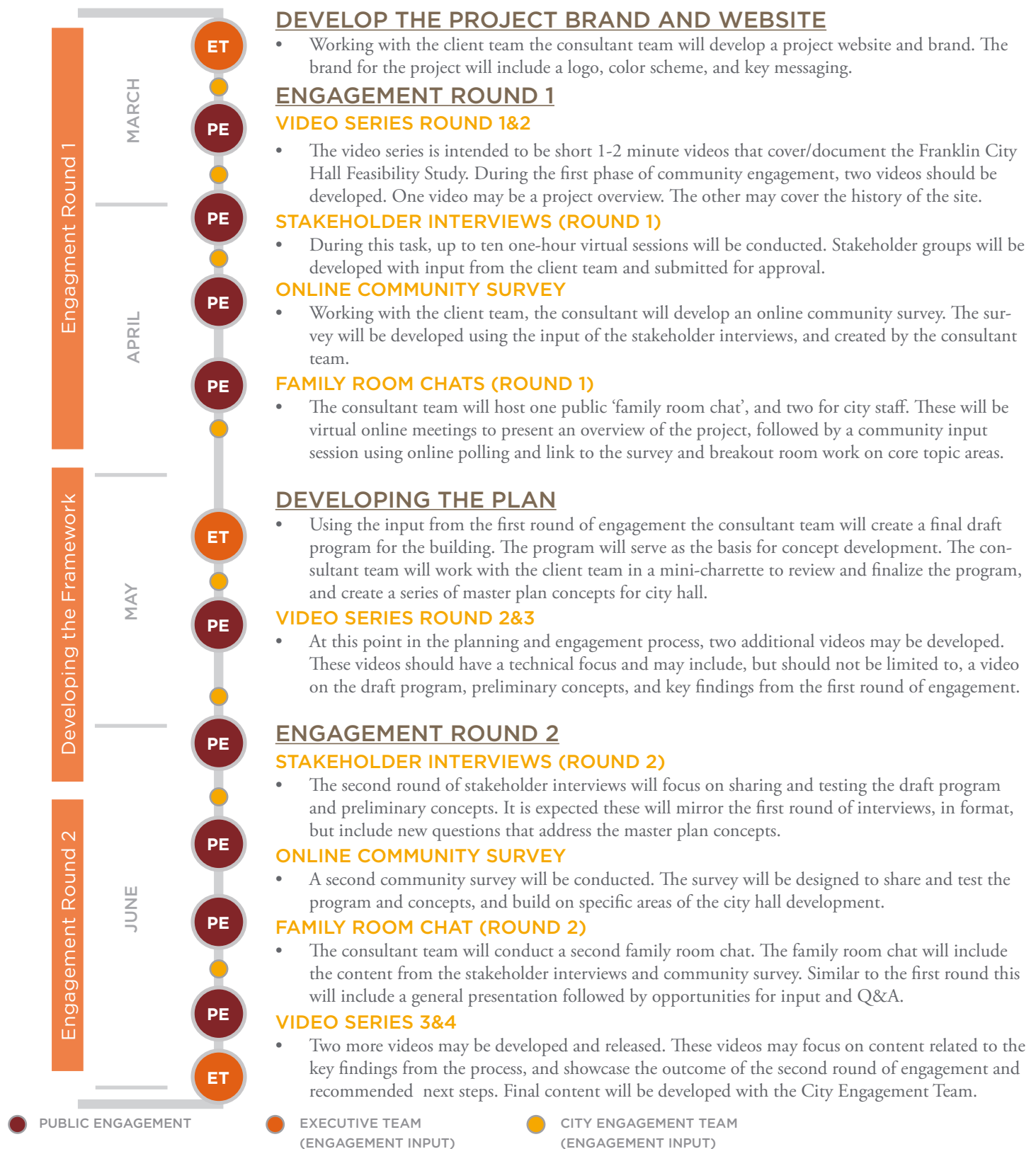
Phase I

1. Have you ever been to City Hall? What was the reason for your visit?
2. What is most important to you when considering the development of a new City Hall?
3. How should the community be able to engage with and use City Hall aside from the general government services?
4. What role should the City Hall play in the success of downtown?
5. When you think about what kinds of buildings could be here, what do you envision?
6. What type of architecture would you like to see? Traditional, contemporary, or a blend of the two?
7. What types of community gathering spaces do you envision here?
8. What other uses would you like to see incorporated into this city block?
9. What else do you think we should consider?

Phase II

1. Do you support the developed program for common areas of the building?
2. An architectural style of the building has been identified as _____ which was supported by community input in Phase I. Do you support this design direction?
3. The following master plan concepts have been created as options. Which of these do you prefer and why?
4. What do you think about the preliminary streetscape design?
5. What other general comments do you have about the program and design direction?

Engagement Approach



Note the executive team and city engagement team meetings listed here will be conducted as part of the regular project meetings with this groups



NEW CITY HALL ENGAGEMENT PLAN

BOMA Work Session March 23, 2021

Progress To Date



Reviewed a series of case studies



Conducted departmental interviews
to determine space needs



Working on preliminary space
planning and adjacencies



Developed plan for community
engagement and public input

Community Engagement Plan

- Goal: Gain important feedback on key elements for a successful city hall on the historic Public Square
- Round 1: Help inform the preliminary master plan
- Round 2: Refine the building program and master plan

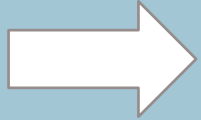
Round 1 Community Engagement Spring 2021

- Social Media Posts
- Video Series
- On-line Survey
- Virtual Family Room Chats
 - 1 Public Meeting
 - 2 for City Employees
- Small Stakeholder Meetings

KEY DATES

March 22, 4:30pm Design Review Committee of the Historic Zoning Commission

April 7, 4:00 p.m. Franklin Public Arts Commission



May 13, 6:00pm Virtual Family Room Chat

May 24, 4:30pm Design Review Committee of the Historic Zoning Commission



May 27, 5:00pm BOMA/FMPC Joint Conceptual Workshop

August 16 Anticipated release of a preliminary master plan, a report from the community engagement, and a second survey. A second public meeting will be

Round 2 Community Engagement

Fall 2021

- Release of Preliminary Master Plan
- Report of the Round 1 Engagement Results
- Second Survey on Design Direction
- Public Meeting

<https://complete-the-square.com/>

FRANKLIN CITY HALL MASTER PLAN

COMPLETE THE SQUARE

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An aerial photograph of a large, paved public square in Franklin, Tennessee. The square is filled with a large crowd of people, many of whom are standing or sitting on the ground. Several large tents are set up around the square, including a prominent blue and white striped tent in the lower left, a red tent in the lower center, and a large white tent in the upper right. The square is surrounded by trees and buildings, including a large brick building with a flat roof on the right side. The overall atmosphere is one of a busy, community-oriented event.

The City of Franklin has launched the design process to envision a new City Hall.