



Meeting Agenda

Work Session

Tuesday, September 28, 2021

5:00 PM

Board Room

CALL TO ORDER

CITIZEN COMMENTS

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

WORK SESSION DISCUSSION ITEMS

1. Consideration Of Special Event Permit For Turkey Trot Sponsored By Graceworks Ministries In Cool Springs Area On November 25, 2021.
Sponsors: Milissa Reiersen, Monique McCullough
2. *Consideration Of Liquor License For Happy Ours Wine & Spirits, LLC (Jami R. Knight, Owner/ Managing Agent) 595 Hillsboro Road, Suite 327, Franklin, TN 37064.
Sponsors: Lanaii Benne
3. Discussion Of Public Chapter (PC) 382- Transfer Of Service To TCRS For Service Rendered To A City, Metropolitan Government, County, Utility District, Or Other Political Subdivision By A TCRS Member. Pension 8/24/21, 6-0 to not recommend amendment to the plan
Sponsors: Kristine Brock, Kevin Townsel
4. *Consideration Of Resolution 2021-153, A Resolution Approving The Reinstatement Of COVID Pay For City Employees Retroactive To August 1, 2021 Through December 31, 2021.
Sponsors: Kevin Townsel
5. Presentation On The New City Hall Preliminary Master Plan and Round I Public Outreach Results.
Sponsors: Vernon Gerth, Kelly Dannenfelser
6. Consideration Of COF Contract No. 2020-0041 Amendment No. 1 To The Professional Services Agreement With Orchard, Hiltz & McCliment, Inc. d/b/a OHM Advisors Regarding A \$25,000 Increase Related To The New City Hall Project.
Sponsors: Vernon Gerth, Kelly Dannenfelser, Joe Marlo, Brad Wilson, David Diaz
7. Status Update On The Church Street Improvements Project.
Sponsors: Paul Holzen, Jonathan Marston, William Banks
8. Consideration Of COF Contract No. 2021-0077, Coordinated Study Of Land Use, Infrastructure, And Roadway Network For The Goose Creek Basin.

Sponsors: Emily Wright, Andrew Orr

9. Consideration Of Procurement Award To GroundsCare Unlimited, LLC Of Springfield, Tennessee In The Total Amount Of \$36,680 For One (1) Tractor-Mounted Fraise Mower For The Parks Department (Purchasing Office Procurement Solicitation No. 2022-007; \$36,680 Budgeted In 130-89530-44700 For Fiscal Year 2022; Contract No. 2021-0249).

Sponsors: Lisa Clayton

10. Discussion Concerning Fieldstone Parkway And The Comprehensive Transportation Network Plan (Major Thoroughfare Plan).

Sponsors: Paul Holzen

11. Continued Discussion About The Future Use And Status Of A Ground Lease Between The Water Management Department Of The City Of Franklin And Cheekwood Golf Club For 54.12 Acres Of City Property Located Along The Southern Right-Of-Way Of The Mack Hatcher Parkway At Its Intersection With Spencer Creek Drive.
WS 6/22/21; 7/13/21; 9/14/21

Sponsors: Eric Stuckey

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 #: 21-02414

DATE: September 3, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Communications Manager
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Special Event Permit For Turkey Trot Sponsored By Graceworks Ministries In Cool Springs Area On November 25, 2021.

PURPOSE:

The purpose of this memorandum is to outline recommendations for the Turkey Trot Run sponsored by Graceworks Ministries in the Cool Springs Area on Thanksgiving Day, November 25, 2021.

BACKGROUND/STAFF COMMENTS:

Graceworks Ministries has submitted an application for their annual Turkey Trot on November 25th (Thanksgiving Day). The event consists of a 10K, 5K, and 1K Run/Walk and is expected to have up to 3,500 participants. All runs and walks begin and end at the PICA building on Meridian Blvd. Streets around the area will begin to close at approximately 6:30 a.m. The first race begins at 7 a.m. All streets should be open by 11 a.m.

One hundred percent of the proceeds benefit Gracework Ministries.

FINANCIAL IMPACT:

The applicant is responsible for extra-duty Police Officers who work the event.

RECOMMENDATION:

Staff recommends approval of this event with the following conditions:

- Applicant will meet with staff to go over routes at least 30 days before event.
- Applicant will provide a \$1,000 damage deposit to City prior to event.
- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.
- Applicant will notify Cool Springs Galleria and other affected retail and commercial locations of road closure times

- Applicant will work with affected hotels on notifying their guests and employees of road closure times and providing an option for them to enter and exit the hotels.

Risk Management:

- Applicant will provide a certificate of insurance naming the City as additional insured.

Police Department:

- Applicant will hire required number of extra-duty Franklin Police Officers
- Applicant will provide volunteers to assist with event

Sanitation and Environmental Services Department:

- Applicant will provide volunteers to clean up during and after event.

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 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

OFFICE USE ONLY

Permit No: _____



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:

- 5K 10K 1K Run/Walk

- Name/purpose of event:** Turkey Trot benefitting GraceWorks Ministries
- Location Requested:** *(if Temporary Street Closure, list major roads to be closed):*
Meridian Road, Carothers Parkway (southbound lanes only), Bakers Bridge, Mall Rd., and a small part of Mallory Lane (northbound lane only).
- Date or dates of event:** 11/25/2021
- Start/End Times of Event:**
 - 4:00 AM Route Setup
 - 6:30 AM Road Closure
 - 7:00 AM Run/Walk 1 begins (Length-TBD)
 - 7:45 AM Run/Walk 2 begins (Length - TBD)
 - 9:30 AM 1K Kids Run (Meridian Blvd. only)
 - 10:15 AM All routes closed
 - 11:00 AM All streets re-opened to non-race traffic
 - 11:30 AM Clean-up Complete

What date/time will set-up begin? 11/25/2021 4:00 AM

What date/time will tear-down be complete? 11/25/2021 11:00 AM

**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):*
6:30 AM - 10:30AM
- An estimated number expected to attend during the course of the event:**

Spectators/Attendees: 3,500	Event Staff/Volunteers:200	Total:3,700
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7. **Name of applicant and Organization Requesting Permit:**

Kortland Fuqua - GroundWorks Management

a) Address: 4723 Bennett Hollow Road
Thompsons Station, TN 37179

b) Phone: 6154256312

c) Cell:

d) Fax:

e) E-mail address: kkfgwm@gmail.com

8. **DETAILED description of event** (*use additional sheets*):

The annual Turkey Trot will be held in the Cool Springs area and based out of the PICA Bldg this year off of Meridian Rd. Flowing from Meridian Road to Carothers Pkwy. and then onto Bakers Bridge through Mall Road to Mallory Lane and back to Bakers Bridge and Carothers and back to Meridian (Finish Line). We will offer a 10K Run, 5K Walk/Run and 1K Kids Run as in the past. Home base will include snacks and water as well as port a potties. Water stations (up to 5) will be found along the route as well as support from EMA based out of Williamson County Hospital.

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 Citys GIS division**

Please detail any restricted parking areas on the event map.

Event Map: [UpClose Start FinishMeridianTT2021.jpg](#)

10. **Person in charge on day of event:** Kortland Fuqua

Cell: 615-425-6312

E-mail address: kkfgwm@gmail.com

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

Name: Alicia Bell

Cell: 615-509-3325

E-mail address: abell@graceworksministries.net

Name: Kortland Fuqua

Cell: 615-425-6312

E-mail address: kkfgwm@gmail.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: [Board affiliations 20-21.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: [IRS letter.pdf](#)

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

Average admission fee: 35.00

17. **Will you charge a vendor participation fee?** No

Average vendor participaion fee?

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? GraceWorks Ministries

What percentage of funds will they receive? 100

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?** 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.**

None at this time

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: [TT Cleanup 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?** No

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 2021.pdf](#)

Good Neighbor Letter Mailing List: [good neighbor letter 2021.pdf](#)



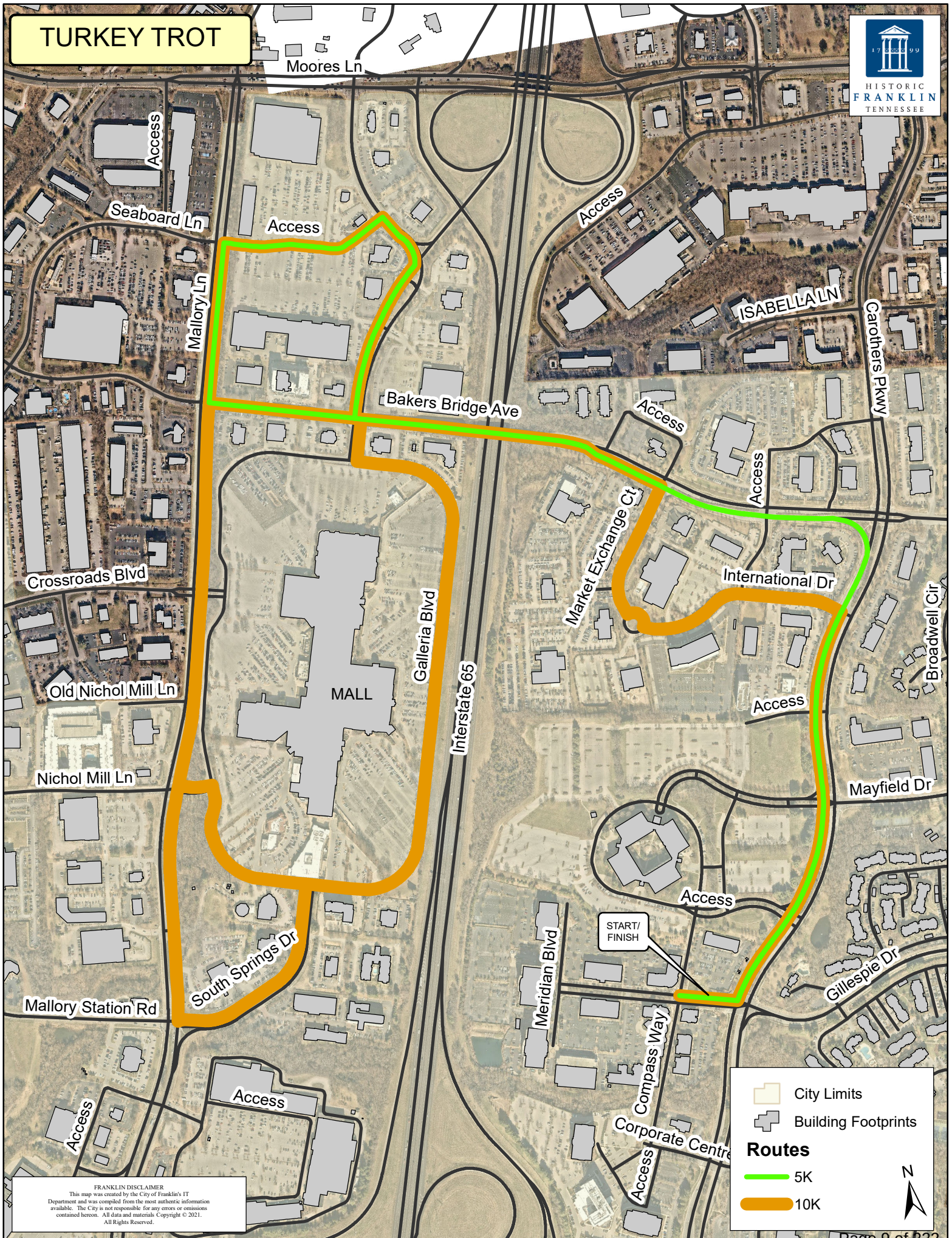
Please Read All Attachments Before Signing Application.

- BY:  KONRAD FOURN RACE DIRECTOR Date: 7/8/21
(Signature and title – must be officer of organization)

Eric S. Stuckey, City Administrator

Page 8 of 222

TURKEY TROT



City Limits

Building Footprints

Routes

5K

10K



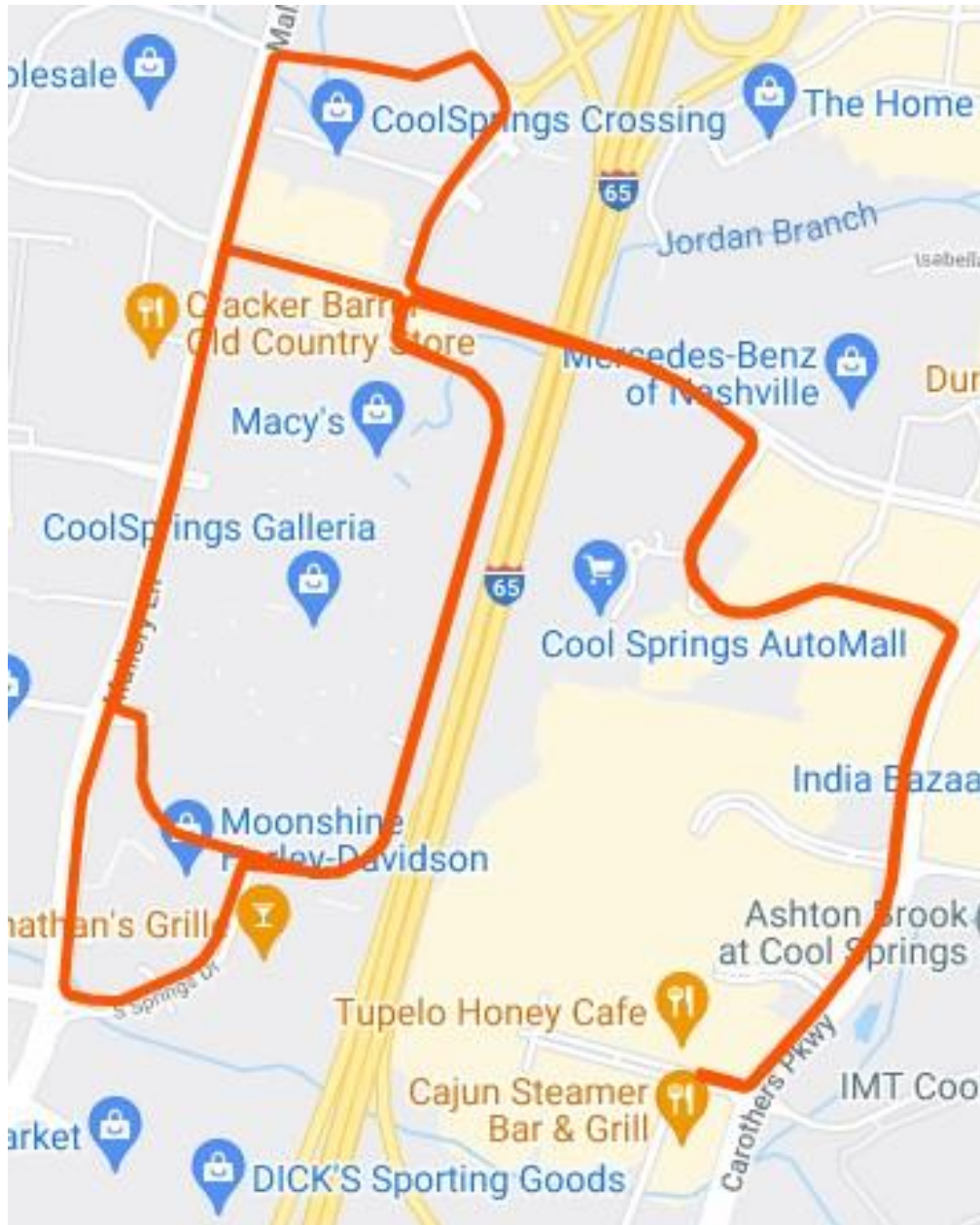
FRANKLIN DISCLAIMER
 This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2021. All Rights Reserved.

Turkey Trot 5K



Start on Meridian
L on Carothers
L on Bakers
Bridge
R on Mallory Lane
R on Seaboard
R on Galleria
L on Bakers
Bridge
R on Carothers
R on Meridian

Turkey Trot 10K



Start on Meridian
L on Carothers
L on International
L on Bakers
Bridge
L into mall
running clockwise
around mall
Exit mall L on S
Springs
R on Mallory
R on Bakers
Bridge
R into mall
running clockwise
Exit mall L on
Nichol Mill
R on Mallory
R on Seaboard
R on Galleria
L on Bakers
Bridge
R on
International
R on Carothers
R on Meridian

Keep in mind that because this has two partial loops, there will be overlapping runners in merging and diverging patterns. All runners will be traveling in the same direction, but good signage or race instruction will be needed to communicate the correct turns.

Event Turkey Trot benefitting
Name: GraceWorks Ministries



FORM 1

Signature: _____

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: Turkey Trot benefitting
Name: GraceWorks Ministries



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: Kortland Fuqua - GroundWorks Management

Event Name: Turkey Trot benefitting GraceWorks Ministries

Event Date(s): 11/25/2021

1. **Time amplification equipment will be used:** From: 7:00 AM To: 10:45 AM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). Provide map/layout if necessary.:
On Meridian Blvd. in front of PICA Bldg.

Sound Amplification Map: [UpClose Start FinishMeridianTT2021.jpg](#)

3. **For what purpose will sound amplification be used?** Please list all that apply:
 - Announcements/Speeches
4. **Type of Amplifier:**
 - PA System
5.

Number of Amplifiers: 1	Number of Speakers: 2	Number of Performers: 0
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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: Kortland Fuqua	Cell: 6154256312	E-Mail: KKFGWM@GMAIL.COM
Name: Alicia Bell	Cell: 6155093325	E-Mail: abell@graceworksministries.net

Authorized Signature: Kortland Fuqua

Date: 07/08/2021

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.

Turkey Trot Clean-Up Plan

GraceWorks Ministries and their associates will be in charge of the total clean-up and recycling, All trash in the parking lots and around the routes will be collected by our over 200 volunteers and brought to the PICA Bldg. for sorting. Dumpsters at PICA will be used, recycling will be transported to GraceWorks Facilities for collection.

BOARD MEMBER	AFFILIATION
Anita Stephens	Director of Internal Audit, America Health Companies
Bill Wright	Senior Director, Learning Solutions HCA Healthcare
Carol Lloyd	Director Food & Nutrition Services, Sodexo @ Monroe Carroll Jr. Children's Hospital at Vanderbilt
Charles Williams	Managing Partner, Zenith Health
Chastity Fox	Freelance Marketing Director
Courtney Hatfield	Director of Finance, Mental Health America
Gina Drummonds	Chief Talent Officer, Healthcare Talent Partners
Jaime Settles	Vice President Market Manager, Bank of America
Laura McWhorter	Accounting Manager, HCA Physician Services Group
Marvin Young	Senior Pastor, One Heart Ministries International
Matthew Hayes	Counselor
Michael Holley	Director of Finance, Edgenet
Rodney Chester	Chief Operating Officer, Gresham Smith
Sarah Pierce	Assistant Vice President, IT Clinical Informatics, HCA Healthcare
Sharmila Patel	Grants & Procurement Manager, TMA Group
Tim Cochran	Retail Store Manager, Publix Super Markets
Valencia A. Breckenridge	CEO/President, GraceWorks Ministries



June 28, 2021

CONTACT: Alicia Bell, Director of Development at GraceWorks Ministries
abell@graceworksministries.net (c) 615-509-3325 (o) 615-794-9055 ext. 144

Hello Neighbor,

This letter is to let you know of the Turkey Trot benefiting Graceworks Ministries. This 10K, 5K and 1K Kids Turkey Chase Thanksgiving morning near your business. The hours your guests will principally be affected will be from 7:00 to 10:00 a.m. Nov. 25.

The route begins at CHS and Meridian and will wind through Cool Springs. Franklin City Police will be on hand to direct traffic and ensure runners' safety. Officers will close certain roads periodically from 7:00 to 10:00 a.m. that day. An estimated 3,000 race participants will be instructed to park behind PICA and in the PRIMUS parking lot. Some guests may park in the other lots.

On Wednesday, Nov. 21, you also may see extra traffic. Pre-registration and packet pick-up drive through is currently planned to be from 11a.m. to 6 p.m. that day in front of PICA.

The Turkey Trot benefits GraceWorks Ministries, which provides access to Food, Shelter, and Support programs for 25,000 Neighbors experiencing poverty or crisis. Our mission is "Neighbor serving Neighbor, by the power of God's grace." We truly wish to be a good neighbor to you during this event. Please reach out to me if you have any questions or concerns, or if you would like to market your business during this event.

Alicia Bell
Director of Development
GraceWorks Ministries

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 20 1998

GRACEWORKS MINISTRIES INC
C/O CHERYL A KING
PO BOX 438
FRANKLIN, TN 37065-0438

Employer Identification Number:
62-1584204
DLN:
17053093815039
Contact Person:
THOMAS E O'BRIEN ID# 31187
Contact Telephone Number:
(877) 829-5500
Our Letter Dated:
August 1995
Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



District Director

Letter 1050 (DO/CG)

Staff Conditions:

Staff recommends approval of this event with the following conditions:

- Applicant shall meet with staff to go over routes at least 30 days before event.
- Applicant will provide a \$1,000 damage deposit to City prior to event.
- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.
- Applicant will notify Cool Springs Galleria and other affected retail and commercial locations of road closure times
- Applicant will work with affected hotels on notifying their guests and employees of road closure times and providing an option for them to enter and exit the hotels.

Risk Management:

- Applicant will provide a certificate of insurance naming the City as additional insured.

Police Department:

- Applicant will hire required number of extra-duty Franklin Police Officers
- Applicant will provide volunteers to assist with event

Sanitation and Environmental Services Department:

- Applicant will provide volunteers to clean up during and after event.

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 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



File #: 21-02434

DATE: September 14, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lanaii Benne, Asst. City Recorder

SUBJECT:

*Consideration Of Liquor License For Happy Ours Wine & Spirits, LLC (Jami R. Knight, Owner/ Managing Agent) 595 Hillsboro Road, Suite 327, Franklin, TN 37064.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Retail License application received for an existing liquor store.

BACKGROUND/STAFF COMMENTS:

This existing store has sold to Jami R. Knight, and needs a City of Franklin Retail Certificate to obtain an ABC license in the new owner's name.

In accordance with policy, a background records check has been performed by the Franklin Police Department.

FINANCIAL IMPACT:

No financial impact is associated with this item.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve the retail liquor license for Happy Ours Wine & Spirits.



HISTORIC
FRANKLIN
TENNESSEE

RETAILER'S CERTIFICATE

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning applicant in the name of Happy Ours Wine & Spirits, LLC, owned by the managing agent, Jami R. Knight, who has made application for a retailer's license to handle alcoholic beverages at 595 Hillsboro Road, Suite 327 in Independence Square, which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner who is to be in actual charge of the business has not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and will not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. The applicant has secured a location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.
3. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This the 28TH Day of September, 2021.

Dr. Ken Moore
Mayor



File #: 21-02388

DATE: August 24, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO
Kevin Townsel, Director of Human Resources

SUBJECT:

Discussion Of Public Chapter (PC) 382- Transfer Of Service To TCRS For Service Rendered To A City, Metropolitan Government, County, Utility District, Or Other Political Subdivision By A TCRS Member.

Pension 8/24/21, 6-0 to not recommend amendment to the plan

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning new legislation, effective July 1, 2021, that authorizes members of the Tennessee Consolidated Retirement System (TCRS) to obtain creditable service for previous participation in a local government's retirement system.

BACKGROUND/STAFF COMMENTS:

In the 2021 Session of the Tennessee General Assembly, legislation was passed to allow a current TCRS member to establish service in TCRS for service previously earned while employed by another city, county, utility or other political subdivision retirement system in Tennessee, as long as the other retirement system allows for transfer of assets from their own retirement plan to the State of Tennessee (TCRS). If the transfer of assets, including the former employee's contributions as well as dedicated employer contributions, is authorized, TCRS will determine the actuarial equivalent years of service in TCRS. The amount of service established in TCRS is dependent upon the balance transferred, not the length of service in the former employer's plan.

FINANCIAL IMPACT:

Following enactment of this legislation, the City's Human Resources Department received two written requests from former City of Franklin employees for transfer of assets from the City's closed single employer pension plan to their current employer's pension program, TCRS. Upon this request, the City reached out to Jamie Wayman, TCRS Director, for clarification of PC 382 along with the City's pension counsel, Frank Carney of Evans Petree, and actuary, Kevin Sullivan of Findley.

On August 9, 2021, Jamie Wayman responded to Kristine Brock, ACA/CFO, by email. Mr. Wayman's reply stated that "Franklin must determine how this legislation impacts the administration of its plan. It

will need to be determined whether your plan allows for the transfer of assets to TCRS. This law does not override the plan document for your plan." (See document attached to this item for full reply.)

On August 23, 2021, Mr. Frank Carney gave his opinion to the Employee Pension Committee that the closed plan does not allow for the transfer of assets to another plan. For the City to grant the requests, the Board of Mayor and Alderman must first authorize the transfer of assets. At this same meeting, Mr. Kevin Sullivan of Findley stated that a majority of retirees and active employees in the closed plan did not contribute any of their own salary to the plan. (Employees hired prior to 2010 made no contribution to the pension plan. From 2010 until the plan was closed 12/31/2016, new hires were required to contribute 5% of their salary to the pension.) Therefore, there is no employee contribution to consider transferring to another retirement plan. Moreover, Mr. Sullivan stated that the annual required employer contribution for the closed plan does not assign assets to individual retirees or active employees. But rather, a single employer contribution amount is determined by the actuary and appropriated by the Board of Mayor and Aldermen in the annual budget ordinance.

At the same meeting, City Administrator Eric Stuckey and Assistant City Administrator/Chief Financial Officer Kristine Brock shared the recommendation that the closed plan not be amended at this time to allow for the transfer of assets outside of the closed plan. It is their opinion that assets of the closed plan should be retained in trust for both current and future retirees in this plan. The City has a fiduciary responsibility to ensure the benefits promised by the closed single employer plan are fulfilled. Transferring assets outside of the plan, which according to the City's actuary is impossible to calculate when employees have not contributed their own funds and the employer contribution was not individually assigned, could weaken the Closed Plan's ability to pay its financial obligations over a long period of time.

The Employee Pension Committee voted unanimously at their August 23, 2021, meeting to recommend no change to the closed plan at this time based on the information provided.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen not amend the Closed Pension Plan in accordance with Public Chapter 382.



Transfer of Service to TCRS for Service Rendered to A City, Metropolitan Government, County, Utility District, or Other Political Subdivision by a TCRS Member

Public Chapter (PC) 382

The 112th General Assembly enacted new legislation that, as of July 1, 2021, authorizes any member of the Tennessee Consolidated Retirement System (TCRS) to obtain creditable service for previous participation in a local government's retirement system. Below are frequently asked questions related to this legislation.

What is the impact of this legislation (PC382)?

This legislation allows a TCRS member to establish creditable service in TCRS for service previously credited to another city, metropolitan government, county, utility district or other political subdivision retirement system in Tennessee, as long as the other retirement system allows for the transfer. If authorized, the TCRS member may transfer all employer and employee contributions plus interest to TCRS and establish the actuarial equivalent years of service in TCRS. The amount of service established in TCRS is dependent on the balance transferred, not the amount of service in the other plan. The maximum amount of service credited in TCRS cannot exceed the actual service in the other retirement plan.

Can this legislation be applied to defined contribution or deferred compensation plans?

No, this legislation only applies to defined benefit plans covering city, metropolitan government, county, utility district or other political subdivisions in Tennessee. Examples of defined contribution or deferred compensation plans can include, but are not limited to, 401(k), 457(b), and 403(b).

Are the contributions and interest required by the transfer added to the member's account balance?

Employer and employee contributions, as well as interest, will be separated into their respective balances. Only employee contributions and interest earned on those employee contributions will be added to the member's TCRS account balance; the employer contributions and earnings will be added to your most recent employer's account balance. If you should later refund your account balance, you will only be eligible for the employee contributions and interest.

Does this legislation require an external plan to transfer the contributions and interest to TCRS?

The external plan should determine how Public Chapter 382 impacts the administration of its own plan. Based on that determination, TCRS will facilitate the transfer of contributions toward TCRS service credit.

Will this transfer add service and salary credit to a member's account?

The transfer is a service credit only transfer. No additional salary credit will be added to the member's TCRS account based on this transfer.

Will I establish all my service from the other plan in TCRS?

The transfer is not a one-to-one transfer. The transfer of contributions from the external plan to TCRS may not result in the same amount of TCRS service credit. The external plan will certify the total amount of funds available to transfer. Based on that balance, TCRS will use an actuarial formula to determine the amount of service you can establish in TCRS based on your specific age and TCRS plan. The amount of TCRS service cannot exceed the amount of service you earned in the plan outside of TCRS, but the amount of service may be less depending on your specific situation.

Which plan will the service credit be established in?

Service established as a result of this type of transfer will be placed under the member's current or last reported employer.

Can I use other funds to establish service?

No, the law requires that the service established is based on the amount of employer and employee contributions plus interest transferred from the other plan. The transfer requires the member to waive their rights to all benefits from the outside plan as part of the transfer.

Can this service be used towards vesting?

Yes, this service can be used for vesting purposes.

Can a person transfer part of their past service?

No, all of the service from the external plan must be transferred.

How does a member start the process for receiving an estimate of the amount of actuarially determined service they can receive in TCRS?

TCRS encourages members to first speak with the external pension plan about transferring contributions to establish service credit in TCRS. After this initial discussion, members should reach out to Retire Ready TN to obtain a Plan Transfer Request form. The form needs to be completed by the member and the employer. Once TCRS receives the Plan Transfer Request form, the amount of allowable TCRS service will be actuarially calculated and a formal transfer letter will be sent to the member. There will be member and employer sections on this form as well. By completing the transfer, the member forfeits all rights to benefits in the external plan. A final establishment letter will be sent to the member upon completion of the transfer.

Contact Us

Call (800) 922-7772 Monday through Friday 8:00 a.m. to 7:00 p.m. CT

Visit www.RetireReadyTN.gov



@RetireReadyTN

RetireReadyTN offers retirement readiness education and retirement counseling to all members regardless of career stage. Members are encouraged to meet with a local RetireReadyTN Plan Advisor for assistance with retirement planning and to discuss other financial planning needs. To schedule a meeting, contact us at (800) 922-7772 or visit RetireReadyTN.gov.

From: Jamie Wayman <Jamie.Wayman@tn.gov>
Sent: Monday, August 9, 2021 1:58 PM
To: Kristine Brock <kristine.brock@franklintn.gov>
Cc: Sara Sylvis <sara.sylvis@franklintn.gov>; Kevin Townsel <kevin.townsel@franklintn.gov>; Erica Nale <Erica.Nale@tn.gov>; Sarah Simpson <Sarah.Simpson@tn.gov>
Subject: RE: TN State Chapter 382, Employee Request for Pension Transfer to TCRS

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

Kristine,

Sorry for the delay in responding. Please see the attached frequently asked questions (FAQs) document on this legislation that is also on our website at <https://treasury.tn.gov/Portals/0/Documents/Retirement/Forms%20and%20Guides/PlanTransferofServiceFAQ.pdf>. Please note the questions "What is the impact of this legislation (PC382)?" and "Does this legislation require an external plan to transfer the contributions and interest to TCRS?". Both of these questions provide the other retirement system, i.e., Franklin, must determine how this legislation impacts the administration of its plan. It will need to be determined whether your plan allows for the transfer of assets (employer, employee, and interest) to TCRS. This law does not override the plan document for your plan.

Attached is the form the member must complete in order to begin the transfer request.

James Wayman
Director TCRS
Tennessee Consolidated Retirement System
Tennessee Department of Treasury
Office: 615-253-3847
jamie.wayman@tn.gov



From: Kristine Brock <kristine.brock@franklintn.gov>
Sent: Friday, July 30, 2021 9:44 AM
To: Jamie Wayman <Jamie.Wayman@tn.gov>
Cc: Sara Sylvis <sara.sylvis@franklintn.gov>; Kevin Townsel <kevin.townsel@franklintn.gov>
Subject: [EXTERNAL] TN State Chapter 382, Employee Request for Pension Transfer to TCRS

***** This is an EXTERNAL email. Please exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email - STS-Security. *****

Good Morning Jamie,

The City of Franklin closed pension has received its first written request to transfer assets to their open TCRS plan under their current employer (City of Brentwood).

Would you be able to give us direction as to how to address this request?

Thank you,
Kristine

Kristine Brock
Assistant City Administrator/CFO
City of Franklin, Tennessee
109 Third Avenue South
Franklin, TN 37064
615-550-6691
Kristine.brock@franklintn.gov



File #: 21-02448

DATE: September 21, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kevin Townsel, Director of Human Resources

SUBJECT:

*Consideration Of Resolution 2021-153, A Resolution Approving The Reinstatement Of COVID Pay For City Employees Retroactive To August 1, 2021 Through December 31, 2021.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the City offering the temporary reinstatement of COVID pay for City employees that test positive for COVID.

BACKGROUND/STAFF COMMENTS:

Following the City's response to the COVID-19 pandemic, the City provided COVID pay parallel to the federal government's Families First Coronavirus Response Act. The City continued the COVID pay through March 31, 2021. This COVID pay was used for those employees that were directed to quarantine/isolate by City staff, had childcare issues relating to COVID, or contracted COVID.

Due to the increase in positive COVID cases from the Delta variant, it is proposed that the City temporarily reinstate COVID pay retroactive to August 1, 2021 and ending December 31, 2021. This paid leave is separate from "regular" sick leave and will be available to those employees who test positive for COVID.

FINANCIAL IMPACT:

Since August 1, 2021, the City has had 20 employees test positive for COVID. The City would pay any part-time or full-time employee that tests positive for COVID for up to 10 days. The employee would be paid at their normal base pay rate or bi-weekly rate.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2021-153.

RESOLUTION 2021-153

A RESOLUTION APPROVING THE TEMPORARY REINSTATEMENT OF COVID PAY FOR CITY EMPLOYEES RETROACTIVE TO AUGUST 1, 2021, THROUGH DECEMBER 31, 2021

WHEREAS, following the federal government's response to the COVID-19 pandemic, the City provided COVID pay in accordance with the Families First Coronavirus Response Act; and

WHEREAS, the City continued COVID pay until March 31, 2021, and it was used for those employees who were directed to quarantine/isolate by the City, had childcare issues relating to COVID, or contracted COVID; and

WHEREAS, the City proposes to temporarily reinstate COVID pay retroactive to August 1, 2021, and ending December 31, 2021, due to the rise of COVID cases within the City's employee population; and

WHEREAS, to qualify, part-time or full-time employees must test positive for COVID during this timeframe; and

WHEREAS, the City would pay the positive COVID employee no more than 10 days at their base rate of pay or bi-weekly rate.

NOW, THEREFORE, IT BE RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the City of Franklin temporarily reinstate COVID pay for City employees retroactive to August 1, 2021, through December 31, 2021.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley, City Attorney



File #: 21-02166

DATE: August 26, 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 Preliminary Master Plan and Round I Public Outreach Results.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the master planning progress for the new city hall facility on the Public Square in downtown Franklin.

BACKGROUND/STAFF COMMENTS:

Since last fall, the staff and OHM consultant team has been working on the master planning for a new city hall, which will replace the current city hall in its prominent location on Public Square in downtown Franklin. This is a presentation on the recently released preliminary master plan for the site and the results of the Round I community engagement that occurred in spring 2021. The preliminary master plan vision is the culmination of the feedback from department interviews, the functional space needs staff working group, city boards and commissions, and city employees and the community-at-large.

The full preliminary master plan booklet, video, and survey can be found here: <https://complete-the-square.com/resources-findings-and-reports/>

Over the next few months, the staff and consultant team will be engaging the community for Round II, which will gauge the design direction of the preliminary master plan. This includes a second survey and several public meetings, including a Special DRC Meeting on October 4, a Virtual Family Room Chat (public meeting) on October 5, and a FMPC/BOMA Joint Conceptual Workshop on December 9. The Round II results and plan are scheduled to return to the BOMA in February 2022 for approval.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the presentation and provide feedback.



PHASE 1 PROJECT TEAM



Architecture, Civil Engineering, & Project Management



Interior Design



Landscape Architecture



Preconstruction Consultant



Structural & MEP Engineering



Security Consultant



Lighting, AV, & Low Voltage Consultant



LEED Consultant

FRANKLIN TENNESSEE
NEW CITY HALL FACILITY



AGENDA

Establishing the Master Plan Vision

- Master Plan Design Process
- Round 1 Community Engagement Results

Forming the Master Plan Vision

- Conceptual Building Floor Plans
- Conceptual Landscape Plans

The Vision: Completing the Square

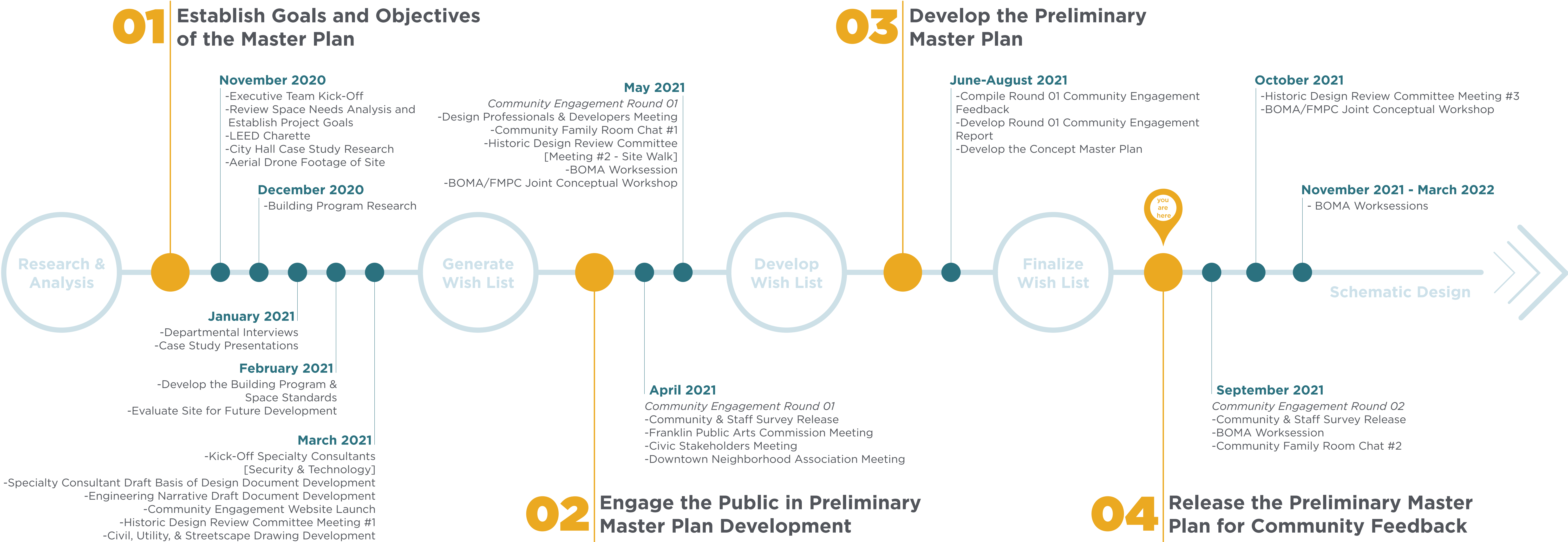
- Preliminary Master Plan

FRANKLIN TENNESSEE
NEW CITY HALL FACILITY

ESTABLISHING THE MASTER PLAN VISION

Master Plan Design Process

PHASE 1 PROGRAMMING TIMELINE



NEW CITY HALL FACILITY | FRANKLIN, TENNESSEE

ESTABLISHING THE MASTER PLAN VISION

Master Plan Design Process

BUILDING DESIGN GOALS

- 01 MEET THE PROGRAMMATIC NEEDS OF CITY HALL
- 02 BALANCE SECURITY WITH A WELCOMING CITY HALL
- 03 FLEXIBILITY IN DESIGN TO ALLOW FOR FUTURE GROWTH
- 04 PROVIDE MORE PARKING FOR THE STAFF AND THE COMMUNITY
- 05 IMPLEMENT MODERN OFFICE DESIGN STRATEGIES TO IMPROVE EFFICIENCY IN CUSTOMER SERVICE AND TO PROMOTE EMPLOYEE COLLABORATION
- 06 PROMOTE AND SUPPORT COMMUNITY FUNCTIONS
- 07 SUSTAINABILITY/LEED SILVER



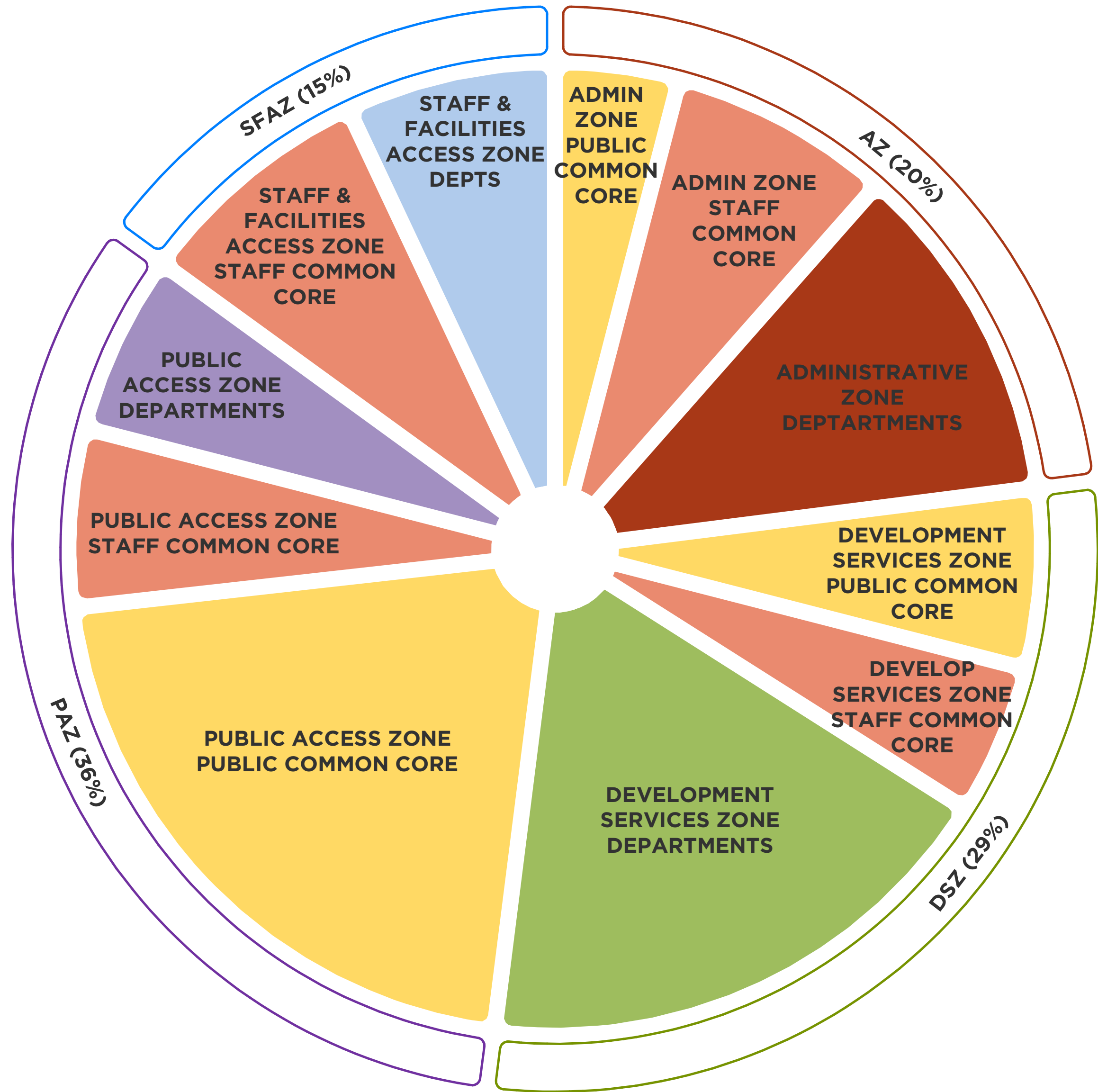
NEW CITY HALL FACILITY | FRANKLIN, TENNESSEE

ESTABLISHING THE MASTER PLAN VISION

Master Plan Design Process

BUILDING PROGRAM

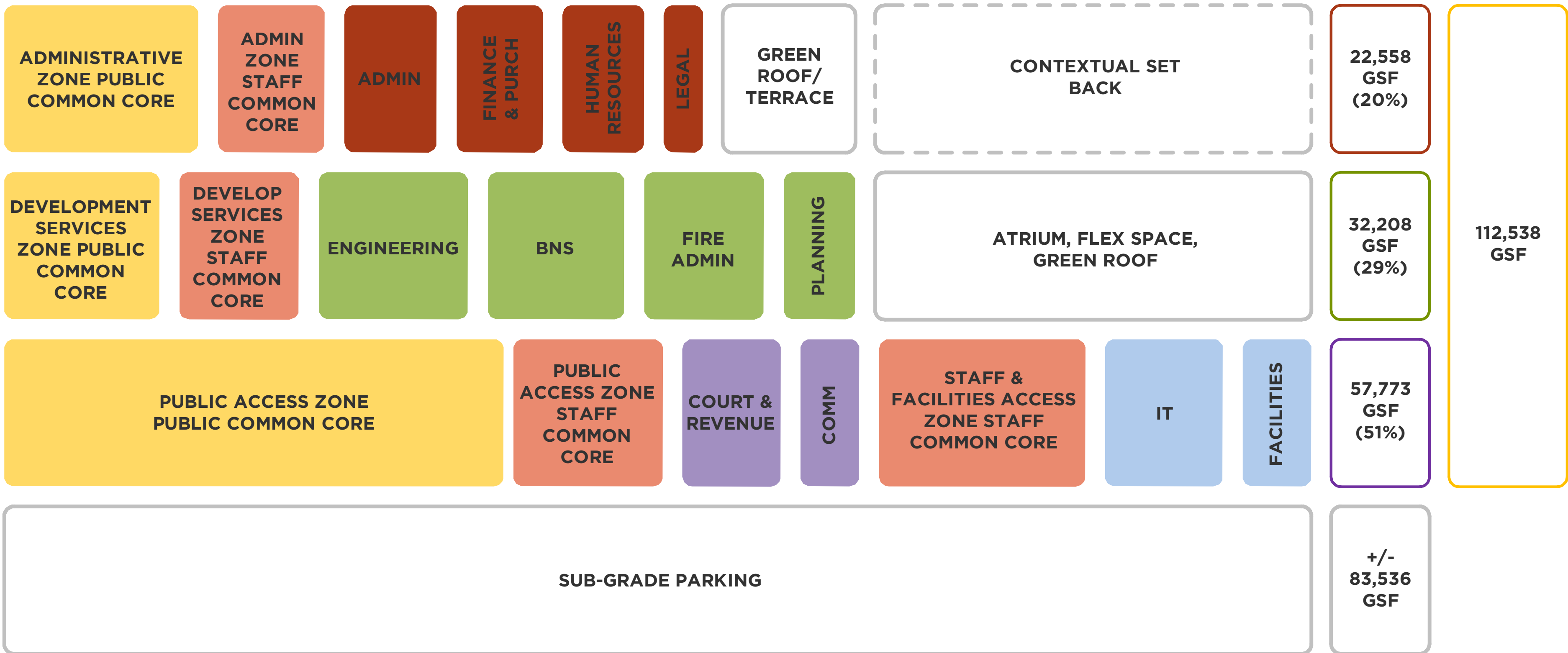
- PUBLIC COMMON CORE
- STAFF COMMON CORE
- ADMINISTRATIVE ZONE DEPARTMENTS
- STAFF & FACILITIES ACCESS ZONE DEPARTMENTS
- DEVELOPMENT SERVICES ZONE DEPARTMENTS
- PUBLIC ACCESS ZONE DEPARTMENTS



Program Pie Chart



Program Adjacency Diagram



Program Stacking Diagram

NEW CITY HALL FACILITY | FRANKLIN, TENNESSEE



ESTABLISHING THE MASTER PLAN VISION

Round 1 Community Engagement Overview

BY THE NUMBERS: COMMUNITY SURVEY

650+
RESPONSES

12
QUESTIONS

74%
COMPLETION RATE

06
WEEKS

BY THE NUMBERS: EMPLOYEE SURVEY

110+
RESPONSES

15
QUESTIONS

42%*
COMPLETION RATE

06
WEEKS

*City of Franklin's network firewall prevented many from completing the survey. The City has since setup an internal website and continues to receive feedback from all employees

BY THE NUMBERS: CIVIC STAKEHOLDER MEETINGS

300+
MEETING ATTENDANCE

10
QUESTIONS

25+
TOPIC BASED QUESTIONS

145+
ATTENDEE COMMENTS

WHO DID WE REACH?

- Community
- City Employees
- Civic Stakeholders
- Historic Design Review Committee
- Downtown Neighborhood Associations
- Design Professionals & Developers
- Board of Mayor and Aldermen
- Municipal Planning Commission
- Public Arts Commission
- Sustainability Commission



ESTABLISHING THE MASTER PLAN VISION

Round 1 Community Engagement - Community Survey Results

BY THE NUMBERS

650+
RESPONSES

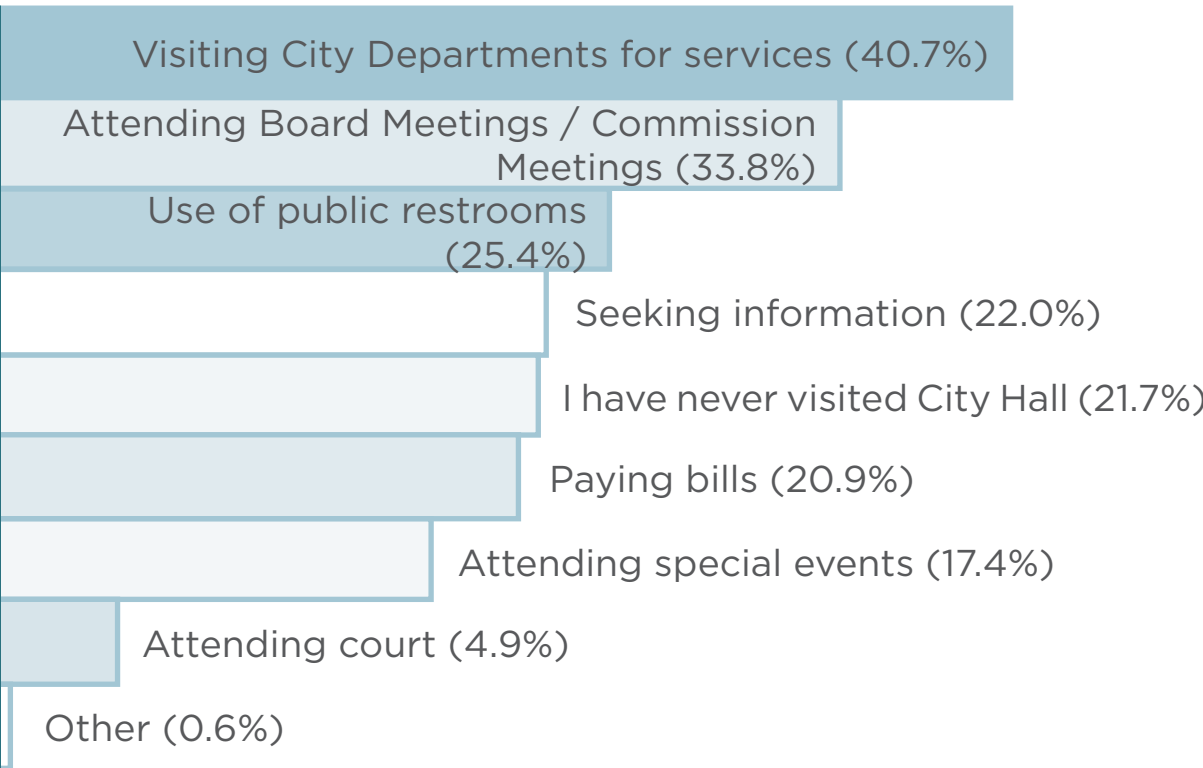
12
QUESTIONS

74%
COMPLETION RATE

06
WEEKS

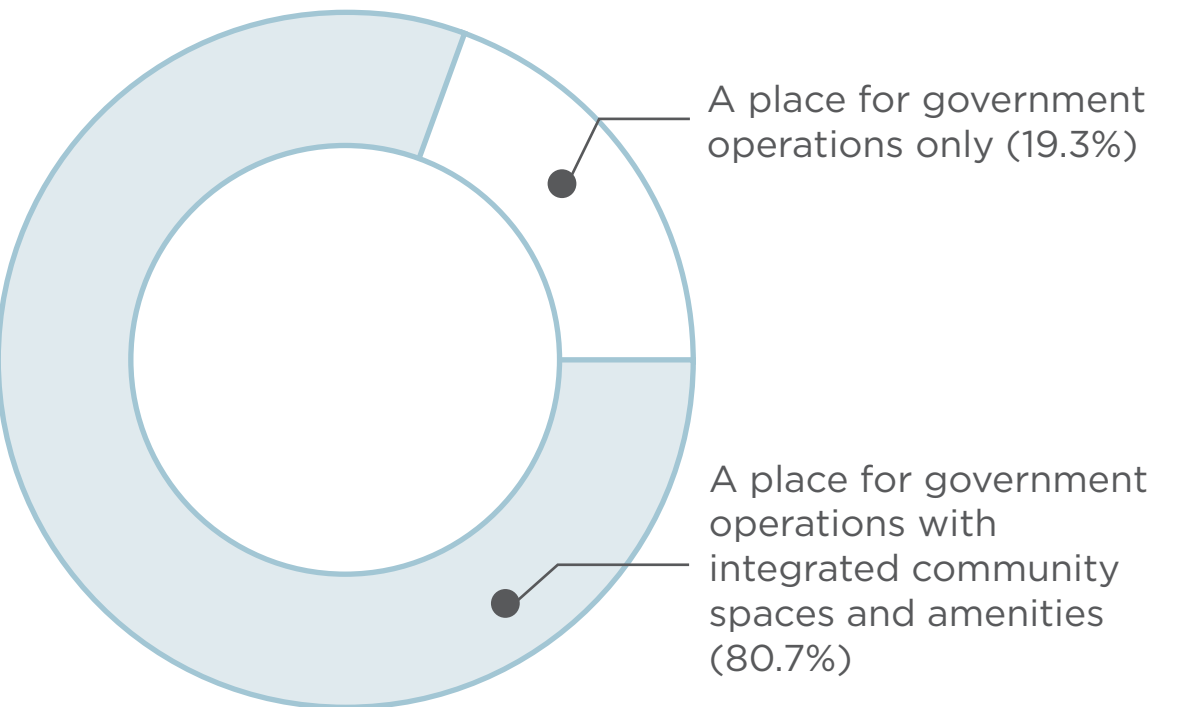
2 Q. What is the typical nature of your visit to City Hall? Please check all that apply.

Most respondents visit City Hall for services with City Departments and to attend board or commission meetings.



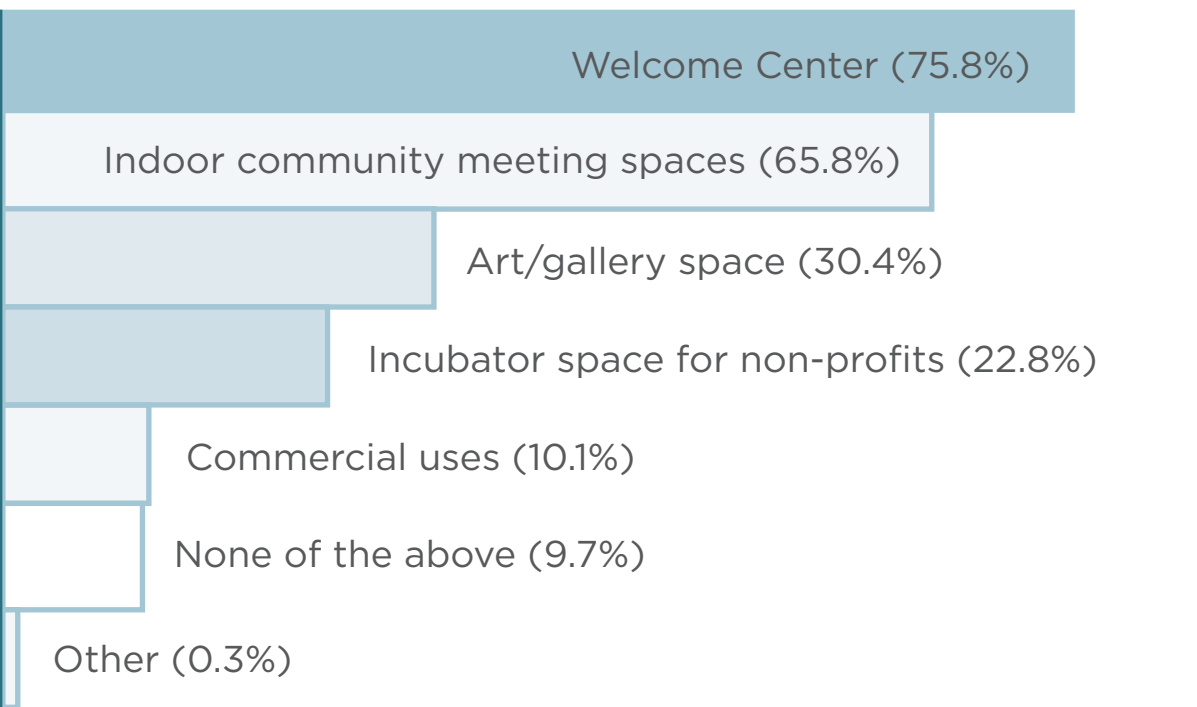
3 Q. When thinking about the future City Hall, what do you think the purpose of the City Hall should be?

The vast majority of respondents felt that the future City Hall should function as a place for government operations with integrated community spaces and amenities.



4 Q. Would you like to see any of the following community indoor spaces and uses as part of the future City Hall? Please check up to three.

A 'welcome center that may include general information and the history of Franklin' received the largest response.



5 Q. Which outdoor spaces and amenities are you interested in seeing as part of the future City Hall? Please rank the following in order of importance from 1 to 8, where 1 is most important to you and 8 is least important to you

The highest ranked feature by respondents was a historic marker/memorial, followed by outdoor seating and furnishings.

- | | |
|------------------------------------|-------------------------------------|
| #1 Historic marker/memorial | #6 Public art |
| #2 Outdoor seating and furnishings | #7 Water feature |
| #3 Plaza | #8 Performance area |
| #4 Pocket park | #9 Play space designed for children |
| #5 Public park | |

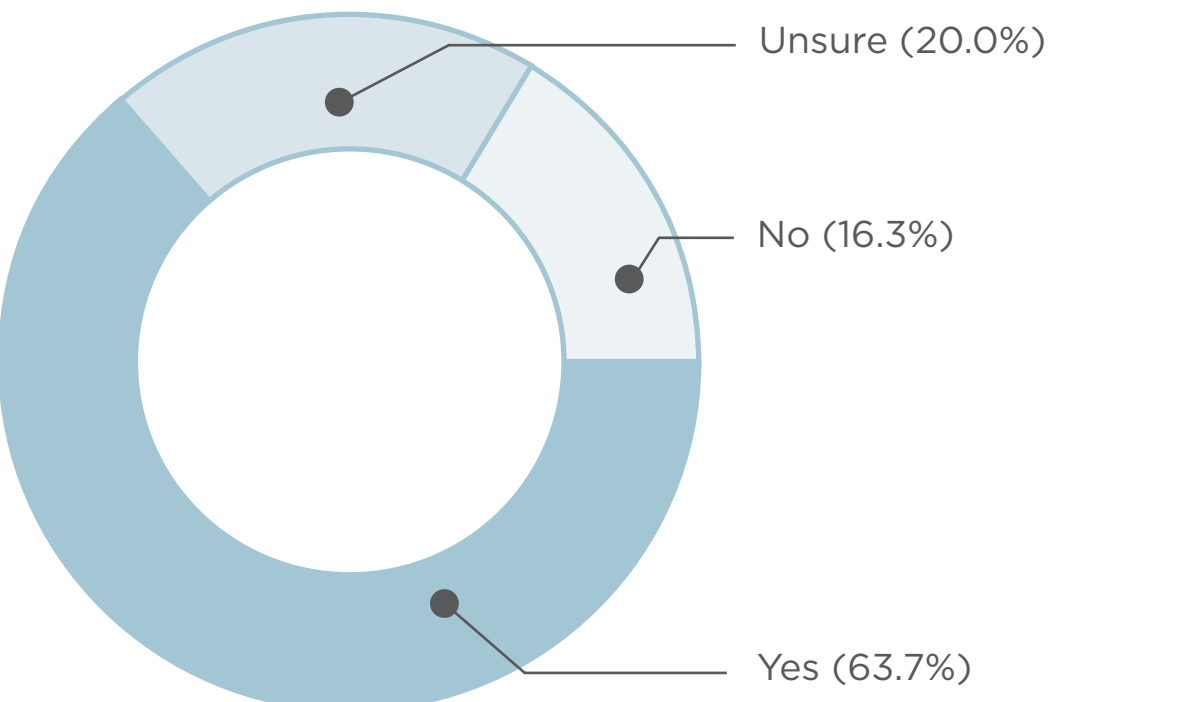
6 Q. If you are in favor of Public Art being integrated into the master plan, what type of art would you like to see? Please rank the following in order of importance from 1 to 4, where 1 is most important to you and 4 is least important to you.

Similar to question 5, question 6 asked participants to rank their interest in public art type. The top ranked response was local artists.

- | |
|------------------------|
| #1 Local artists |
| #2 Historical/Cultural |
| #3 Rotating Exhibits |
| #4 Interactive |

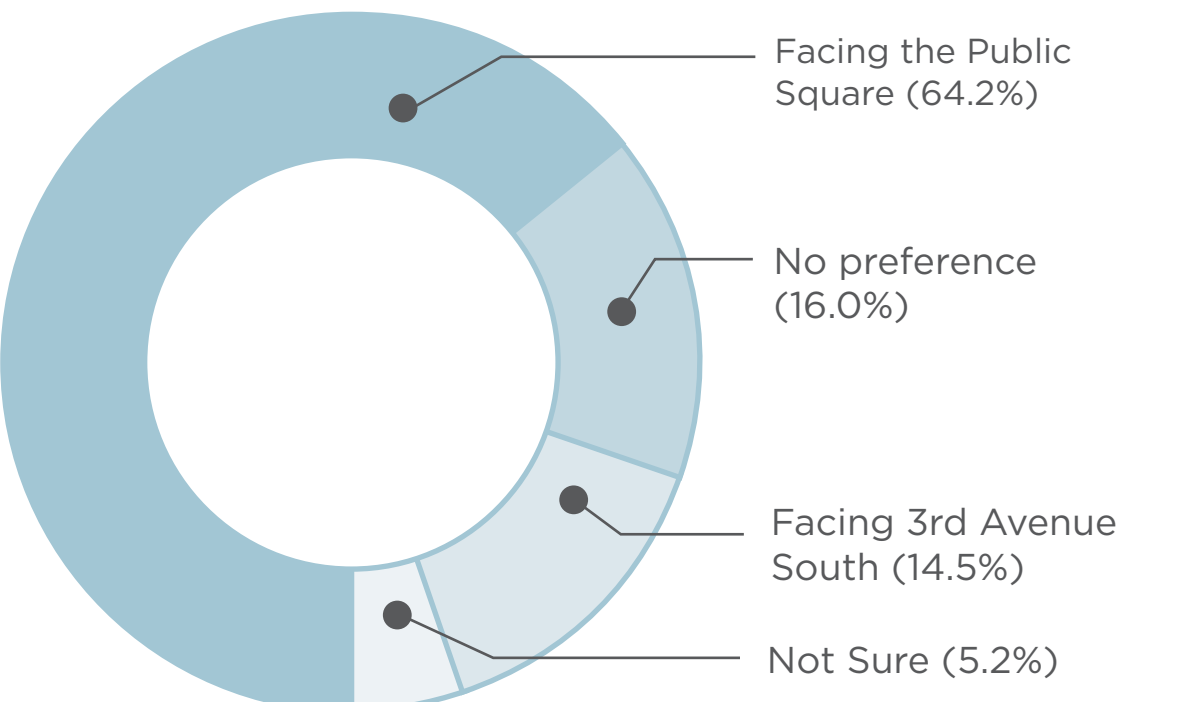
7 Q. The City plans to retain the existing 2nd Avenue parking garage on the site. Should additional public parking be incorporated as part of the future City Hall?

The majority of respondents felt that additional public parking should be incorporated in the plans for the City Hall.



8 Q. When you think about a prominent main entrance to the future City Hall, where do you envision it should be located?

The majority of respondents felt that prominent main entrance should be located facing the Public Square.



ADDITIONAL RESPONSES

"A place that seamlessly blends into the historic look and feel of downtown"

"Something modern that has hints of classic/historical design elements"

"MUST be developed with the future in mind. Should be able to expand with growth over the long term."

"It has to be open, welcoming, user-friendly."

"rooftop, open space, activation of street"

KEY TAKEAWAYS

THE RESPONSES TO THE SURVEY SHOW THAT FRANKLIN RESIDENTS AND STAKEHOLDERS FEEL THE FUTURE CITY HALL SHOULD:

- Function as a place for government operations with integrated community spaces and amenities
- Include indoor amenities such as a welcome center and community meeting spaces
- Include outdoor spaces and amenities such as a historic marker/memorial as well as outdoor seating and furnishings
- Incorporate additional parking and local artwork/artists
- Include an entrance facing the Public Square
- Reflect existing historic architecture in Downtown
- Be flexible in design and have the ability to adapt to future growth



ESTABLISHING THE MASTER PLAN VISION

Round 1 Community Engagement - Employee Survey Results

BY THE NUMBERS

110+
RESPONSES

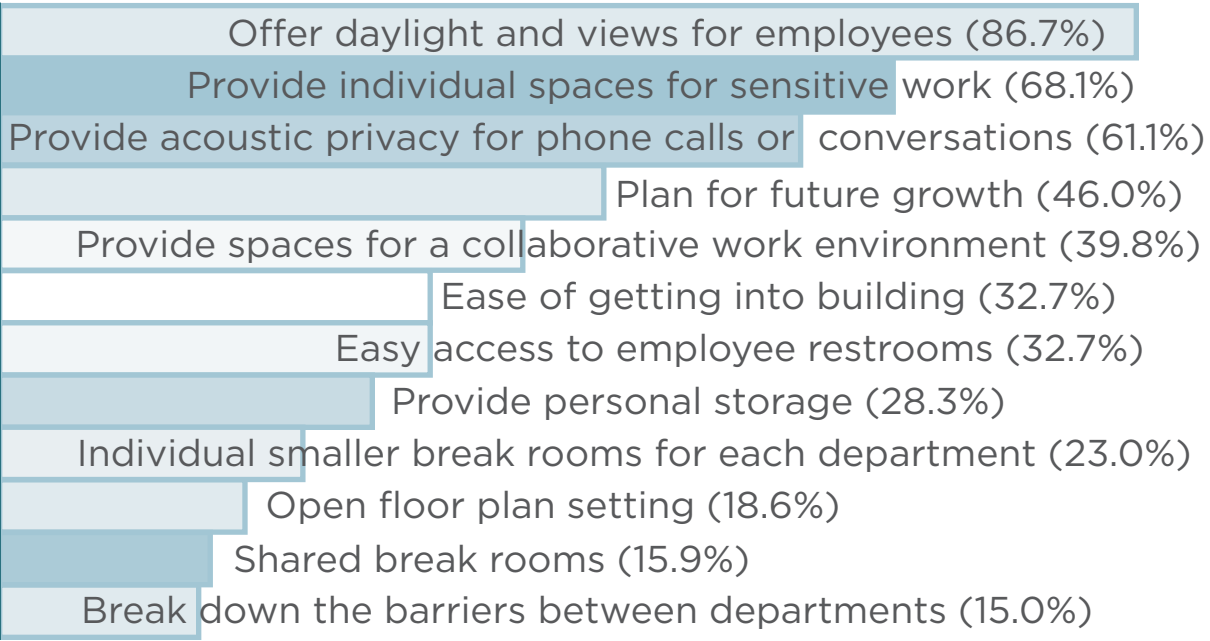
15
QUESTIONS

42%
COMPLETION RATE

06
WEEKS

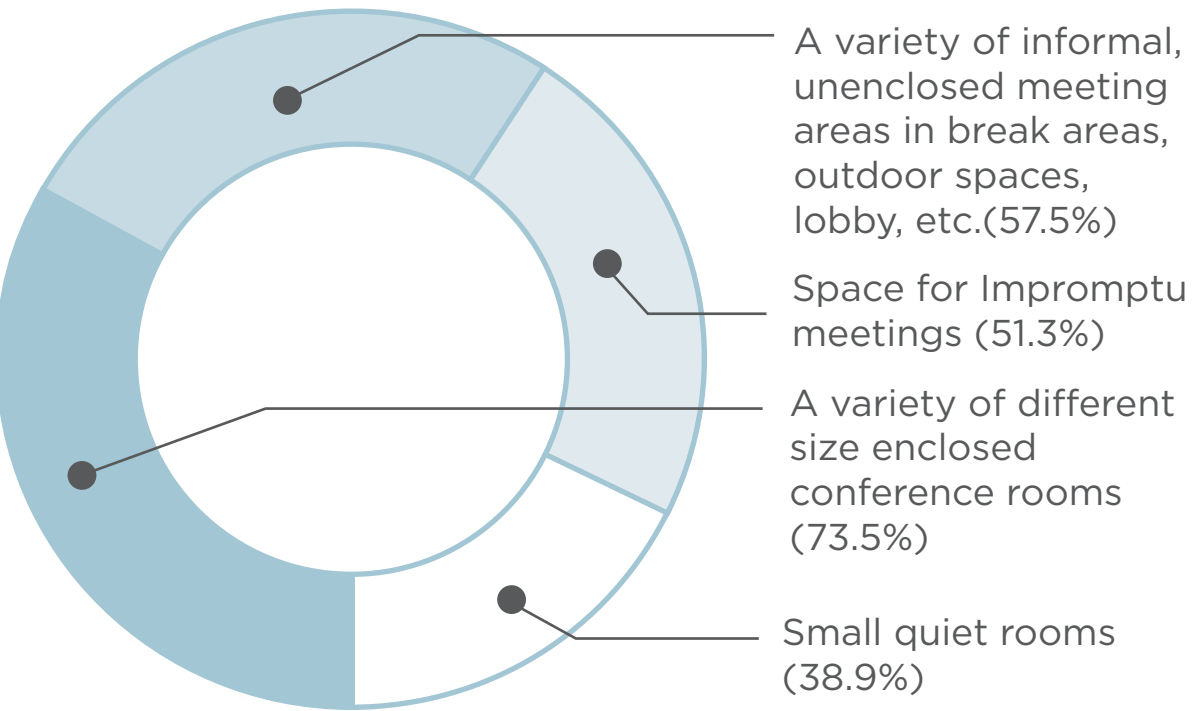
1 Q. What is the most important to you in creating a functional workspace? Select up to the 5 most important to you.

The majority of respondents favored daylight and views for employees, individual spaces for sensitive work, acoustic privacy for phone calls or conversations, planning for future growth, and collaborative work spaces.



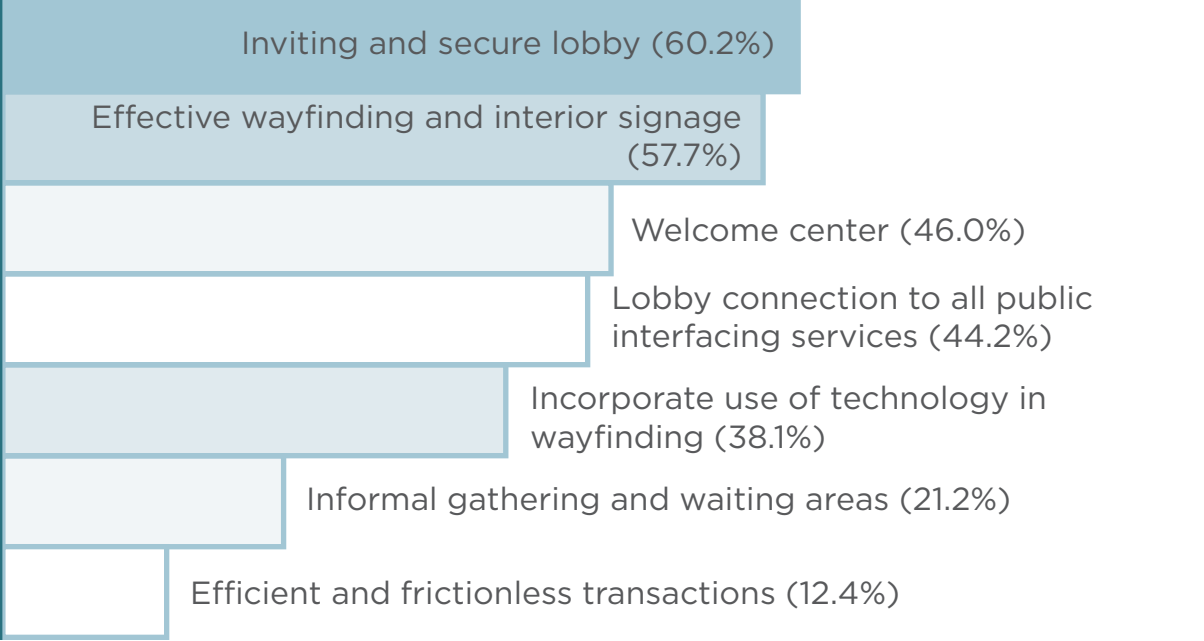
2 Q. What types of meeting spaces do you think would enhance collaboration and functionality? Please select all that apply.

Most respondents felt that a variety of different size enclosed conference rooms and a variety of informal, unenclosed meeting areas in break areas, outdoor spaces, lobby, etc. would enhance collaboration and functionality.



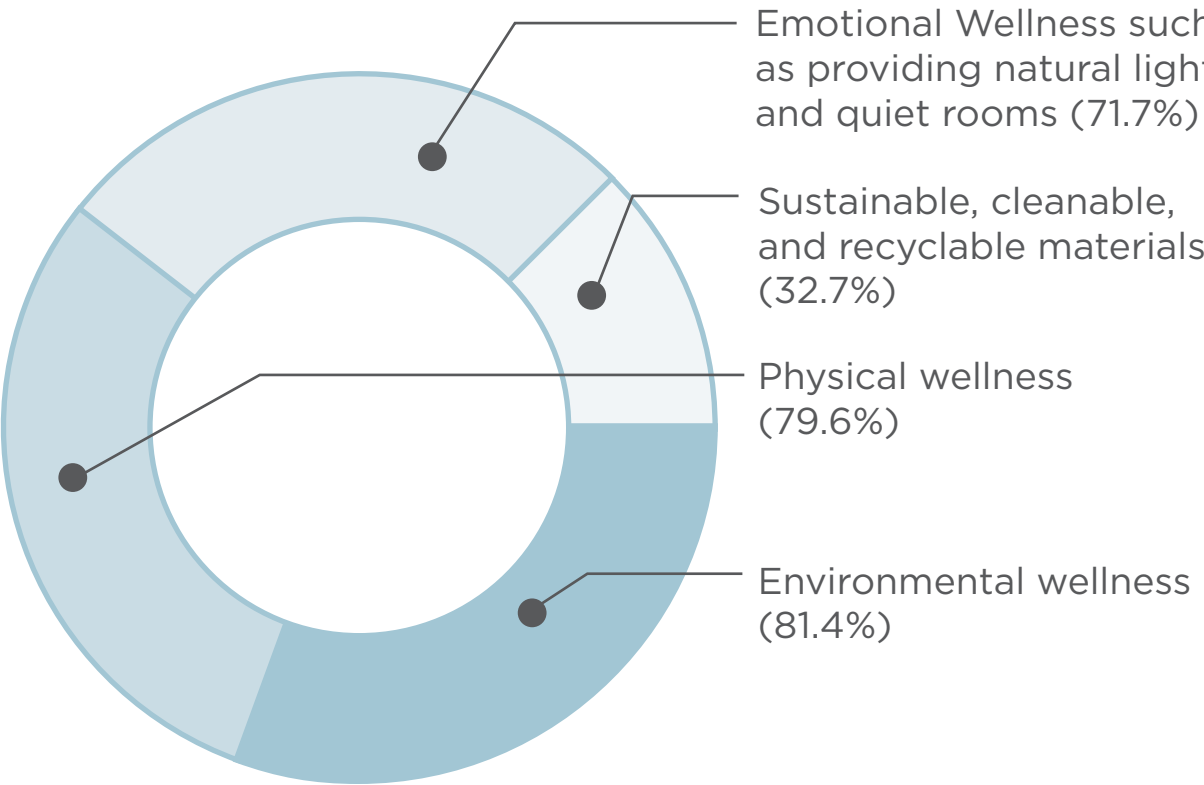
3 Q. In your opinion, what would be most beneficial in improving customer interface. Please check up to three

The slight majority felt that an inviting and secure lobby would improve this interface. Many also felt that effective wayfinding and interior signage would also improve it.



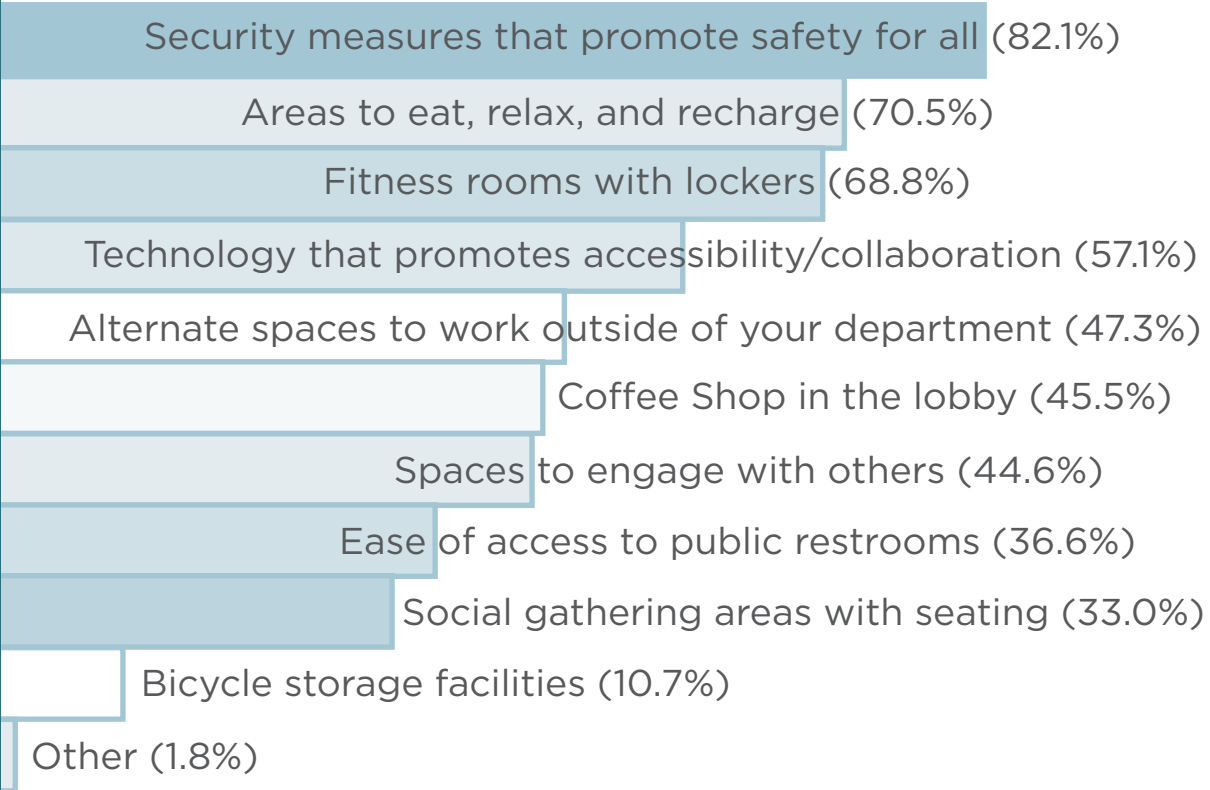
4 Q. What type of features are most important to you to promote health and wellness in the workplace? Select all that apply.

Environmental and physical wellness were most important to employees.



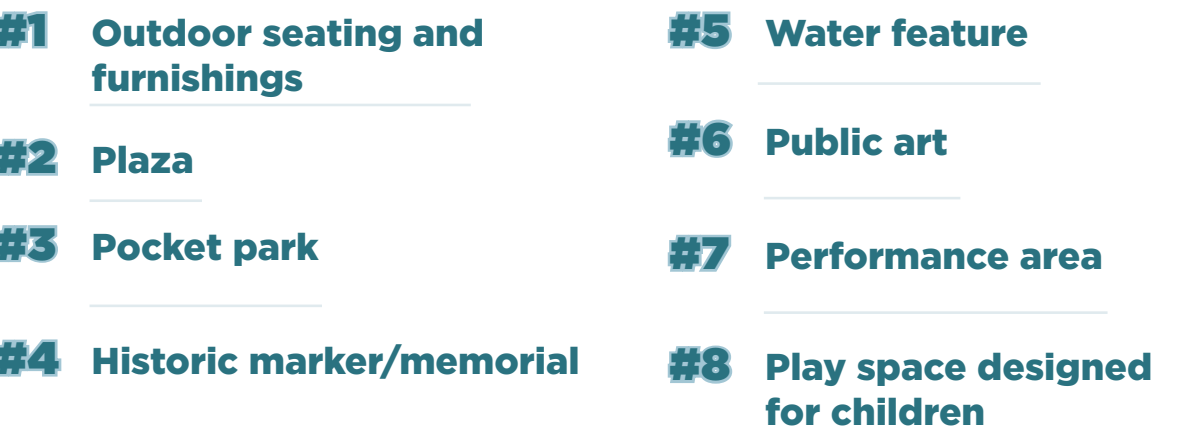
5 Q. What types of indoor amenities would you like to see incorporated into City Hall? Select all that apply.

Many respondents felt that security measures, areas to eat, relax, and recharge, and fitness rooms with lockers should be incorporated into the new City Hall.



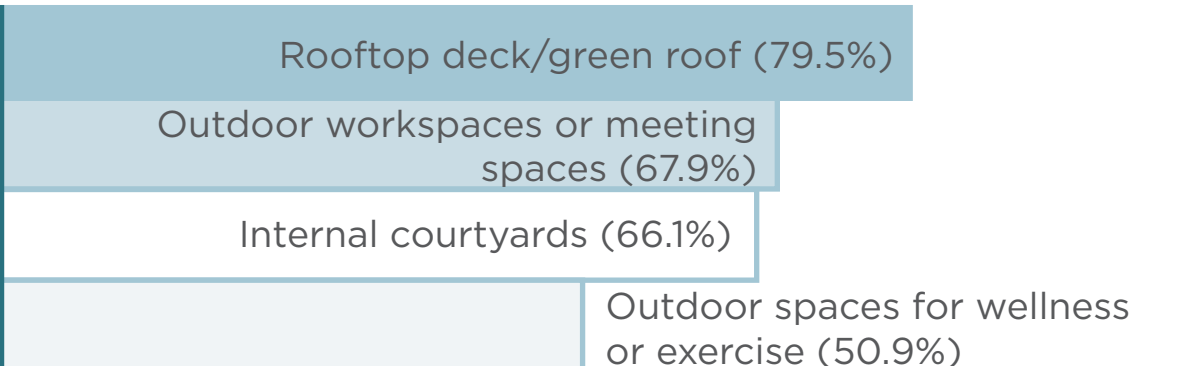
6 Q. Which outdoorspacesandamenities are you interested in seeing as part of the future City Hall for the public? Please rank the following in order of importance from 1 to 8 where 1 is most important to you and 8 is least important to you.

The top ranked responses were outdoor seating and furnishings, followed by plaza and pocket park.



7 Q. Which outdoorspacesandamenities are you interested in seeing as part of the future City Hall for the employees? Please check all that apply.

The majority of respondents are interested in seeing a rooftop deck/green roof as part of the future City Hall.



ADDITIONAL RESPONSES

“Workspaces that have many windows and offer ample daylight”

“Use technology for improved operational efficiency”

“Interaction and collaboration between departments”

“Staff amenities such as health clinic, fitness and large break room”

“Outdoor meeting spaces”

KEY TAKEAWAYS

THE RESPONSES TO THE SURVEY SHOW THAT FRANKLIN EMPLOYEES FEEL THE FUTURE CITY HALL SHOULD:

- Offer daylight and views for employees
- Include a variety of different size enclosed conference rooms
- Include an inviting and secure lobby to improve the customer interface
- Promote environmental and physical wellness
- Incorporate security measures that promote safety for all
- Include outdoor seating and furnishings, and a rooftop deck/ green roof
- Incorporate additional employee parking
- Include a welcome center
- Face the Public Square
- Be designed in a way that reflects the existing architecture of downtown
- Be welcoming, modern, while acknowledging the historic architectural style
- Carry over the current entrance and building location, and parking availability in the future City Hall
- Address the current layout and natural light issues of the existing City Hall building



NEW CITY HALL FACILITY | FRANKLIN, TENNESSEE

ESTABLISHING THE MASTER PLAN VISION

Round 1 Community Engagement - Employee Survey Results

BY THE NUMBERS

110+
RESPONSES

15
QUESTIONS

42%
COMPLETION RATE

06
WEEKS

8

Q. The City plans to retain the existing 2nd Avenue parking garage on the site. Should additional employee parking be incorporated as part of the future City Hall?

The vast majority of respondents felt additional employee parking should be incorporated.

Unsure (9.7%)

No (0.9%)

Yes (89.4%)

9

Q. Would you like to see any of the following community indoor spaces and uses as part of the future City Hall? Please check up to three.

The large majority of respondents would like to see a welcome center as part of the future City Hall.

Welcome center (84.1%)

Indoor community meeting spaces (48.7%)

Art/gallery space (42.5%)

Commercial uses (21.1%)

Incubator space for non-profits (11.5%)

None of the above (5.3%)

10

Q. When you think about a prominent main entrance to the future City Hall, where do you envision it should be located?

The large majority of employees who responded felt that the main entrance should face the Public Square.

No preference (8.9%)

Facing 3rd Avenue South (6.2%)

No sure (1.8%)

Facing the Public Square (83.0%)

11

Q. What do you like about the existing City Hall that you would want carried over to the new City Hall?

Many respondents felt that there were only few features that they would want carried over to the new City Hall. The entrance, location, and parking availability were all features that respondents liked.

“Nothing except location/garage.”

“The people!”

“I love the location and working in downtown Franklin.”

“Employee only entrances directly into departments.”

12

Q. What do you dislike about the existing City Hall that you would not want carried over?

A large number of respondents felt that the lack of natural light and windows is the largest issue with the existing City Hall. Many also felt that the layout is confusing.

“Lack of windows, fresh air, and alternate work areas.”

“Old small work stations”

“Confusing layout and lack of space”

13

Q. When you think about the future building for City Hall, please describe in your words what you envision in terms of architecture and design

A large number of respondents stated they envisioned something that was modern, while fitting in with the rest of the Downtown and is historically appropriate.

“A design that complements the historical characteristics of the surrounding area.”

“Fits the square architecturally but incorporates modern amenities.”

14

Q. When thinking about the future City Hall, is there anything else you would like to be considered?

While the responses were varied and the question received a lower response rate, many indicated that they would like to see dedicated employee parking, spaces that are welcoming and allow for both collaboration and privacy.

“Private parking for city employees”

“.... welcoming and inviting destination that is a source of pride for the community.”

“Each department has different needs to take into consideration.”

ADDITIONAL RESPONSES

“More conference spaces for continued virtual meetings”

“Secure employee sub-grade parking with the possibility of public parking after hours”

“Incorporating touchdown space for employees outside of City Hall”

“Accessibility for customers”

“Safety and security for employees”

KEY TAKEAWAYS

THE RESPONSES TO THE SURVEY SHOW THAT FRANKLIN EMPLOYEES FEEL THE FUTURE CITY HALL SHOULD:

Offer daylight and views for employees

Include a variety of different size enclosed conference rooms

Include an inviting and secure lobby to improve the customer interface

Promote environmental and physical wellness

Incorporate security measures that promote safety for all

Include outdoor seating and furnishings, and a rooftop deck/ green roof

Incorporate additional employee parking

Include a welcome center

Face the Public Square

Be designed in a way that reflects the existing architecture of downtown

Be welcoming, modern, while acknowledging the historic architectural style

Carry over the current entrance and building location, and parking availability in the future City Hall

Address the current layout and natural light issues of the existing City Hall building



ESTABLISHING THE MASTER PLAN VISION

Round 1 Community Engagement - Stakeholder Meeting Results

COMMUNITY FEATURES



FLEXIBLE DESIGN THAT HAS THE ABILITY TO ADAPT TO FUTURE GROWTH

- Potential for additional square footage in the future
- Maximize the use of open office design instead of private offices where possible
- Provide conference rooms of varying sizes and configurations with AV capability to allow flexibility with work from home staff



A PLACE FOR GOVERNMENTAL OPERATIONS WITH INTEGRATED COMMUNITY SPACES AND AMENITIES

- The majority of the meeting attendees were not in favor of retail and commercial uses
- Interior and exterior community gathering spaces



PROVIDE RESTROOMS ACCESSIBLE TO THE PUBLIC

- Easily accessible from the Square
- Accessible before and/or after operational hours



A PLACE THAT SEAMLESSLY BLENDS INTO THE HISTORIC LOOK AND FEEL OF DOWNTOWN

- Speaks to the history by incorporating the livery stables, arches, and water features
- Civic presence that is classic, but modern with clean, simple lines and traditional materials
- Respects the existing contextual edge of the Courthouse along the Square

BUILDING FEATURES



COMMUNITY MEETING SPACES

- Variety of types and sizes
- Accessible meeting spaces with flexible hours
- Refreshment stations



ENTRANCE FACING PUBLIC SQUARE

- Symbolic to the history of the City's civic services on the Square
- Monumental entrance with contrast in materials



IMPROVED PARKING OPPORTUNITIES FOR STAFF, VISITORS, AND THE PUBLIC

- Additional parking for the public and dedicated parking for staff
- Preference for sub-grade parking
- Convenient short term and handicap parking for City Hall customers



WELCOME CENTER FOR VISITOR INFORMATION

- General information and coffee shop
- Balance security with a welcoming City Hall
- Museum or historic component that tells the story of Franklin

OUTDOOR FEATURES



HISTORICAL MARKER, MEMORIAL

- Welcome Franklin's diverse community with historical displays and markers that are respectful of all
- Educational displays



OUTDOOR SEATING AND FURNISHINGS

- Outdoor meeting spaces in plazas, parks, rooftops, and terraces
- Variety of seating options and size of seating areas



POCKET PARKS AND PUBLIC PARK

- Small courtyards or pocket parks
- Park along Church Street as a gateway to the 2nd Avenue district and art galleries



PUBLIC ART

- Public art by local artists
- Experimental or interactive art (similar to the Midnight Sun Scavenger Hunt)
- Historical and cultural art or murals



PLAZA

- Plaza entry that relates to the Courthouse plaza in scale
- Provides a place to support festival activities
- Incorporate a water feature reminiscent of the watering troughs



NEW CITY HALL FACILITY | FRANKLIN, TENNESSEE

FORMING THE MASTER PLAN VISION

Conceptual Building Floor Plans - Subgrade



Ample lighting



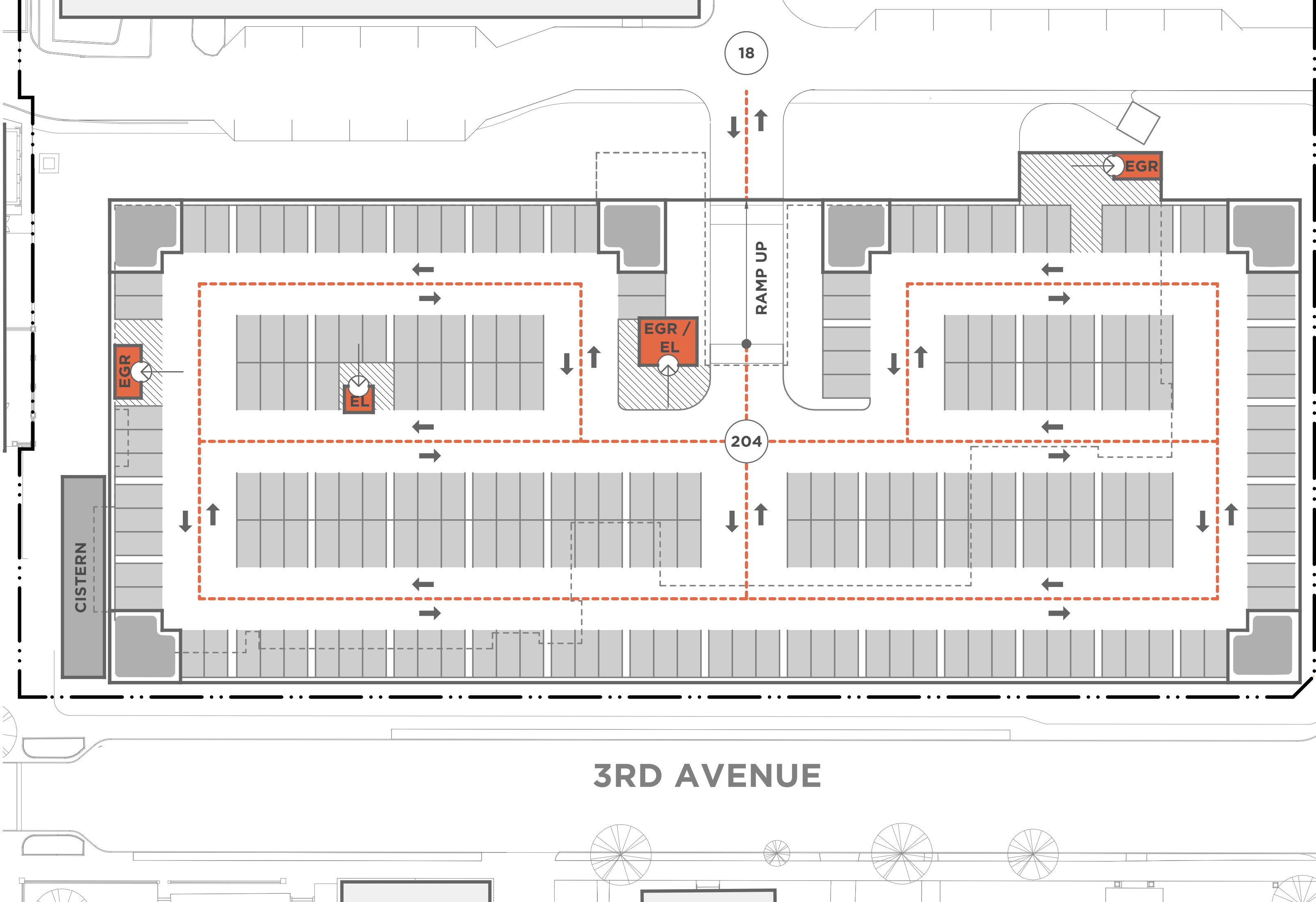
Ample aisle widths



Secure employee parking



Wayfinding



Safe and accessible employee parking



NEW CITY HALL FACILITY | FRANKLIN, TENNESSEE

FORMING THE MASTER PLAN VISION

Conceptual Building Floor Plans - First Floor



Coffee shop in Lobby



Accessible customer interface



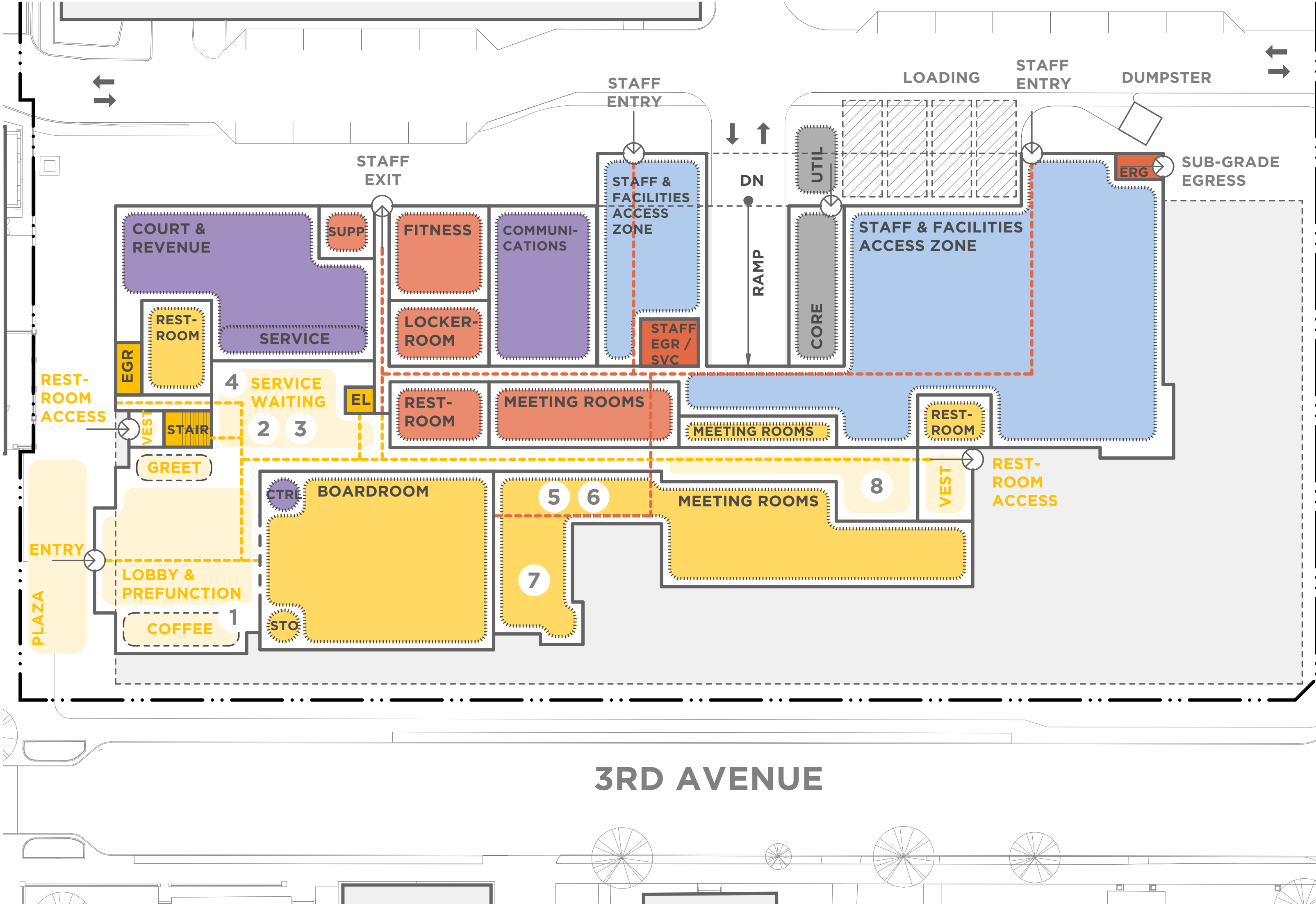
Variety of meeting spaces



Variety of meeting spaces



Connection between floors



Variety of meeting spaces



Monumental stair



Variety of meeting spaces



NEW CITY HALL FACILITY | FRANKLIN, TENNESSEE

FORMING THE MASTER PLAN VISION

Conceptual Building Floor Plans - Second Floor



Monumental Stair



Variety of meeting spaces



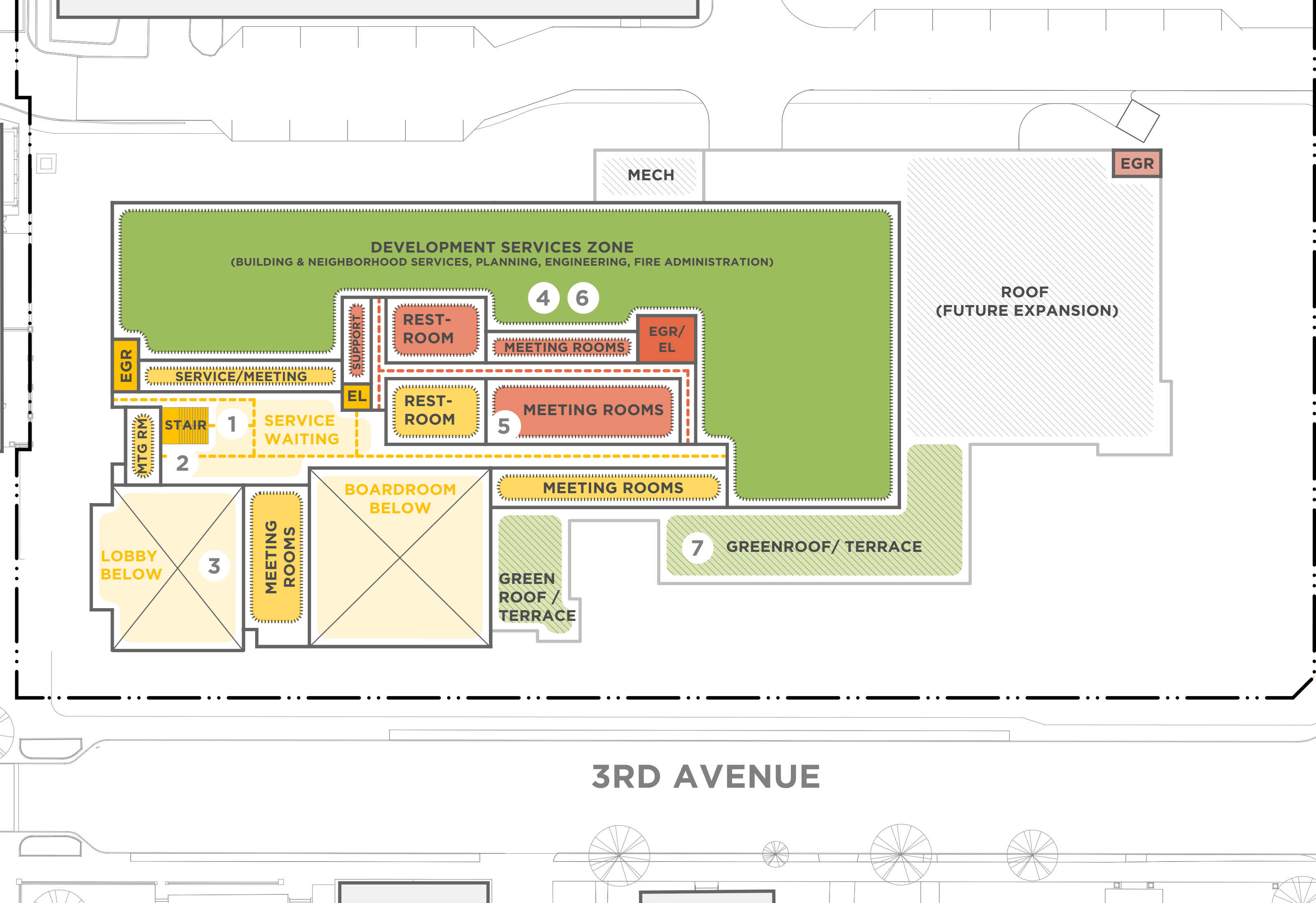
Break-out spaces



Break-out spaces



Connection between floors



Break spaces



Outdoor meeting spaces



NEW CITY HALL FACILITY | FRANKLIN, TENNESSEE

FORMING THE MASTER PLAN VISION

Conceptual Building Floor Plans - Third Floor



Monumental Stair



Variety of meeting spaces



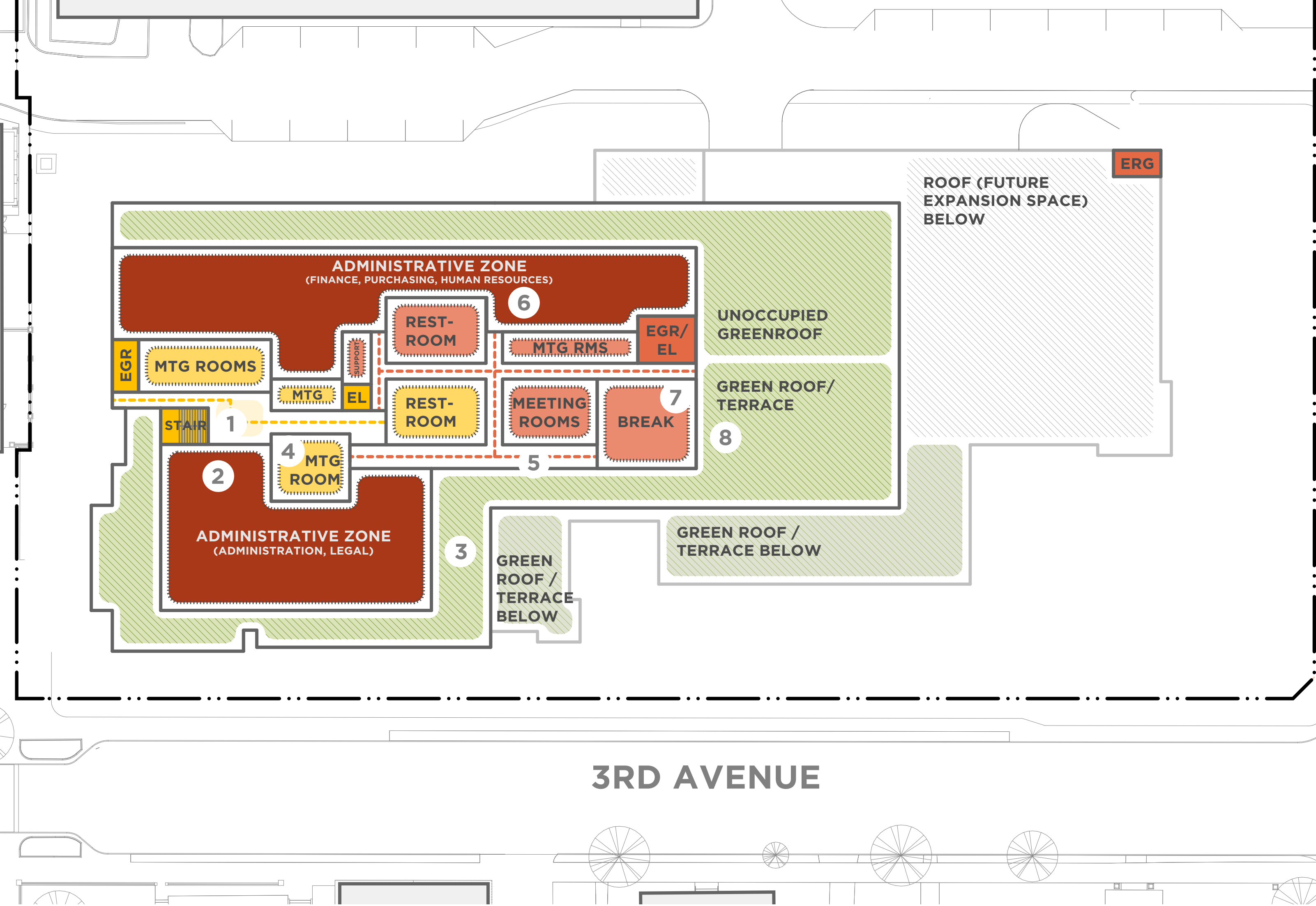
Break-out spaces



Flexible work environments



Variety of meeting spaces



Amenity spaces



Outdoor terraces



Amenity spaces



NEW CITY HALL FACILITY | FRANKLIN, TENNESSEE

FORMING THE MASTER PLAN VISION

Conceptual Landscape Diagram



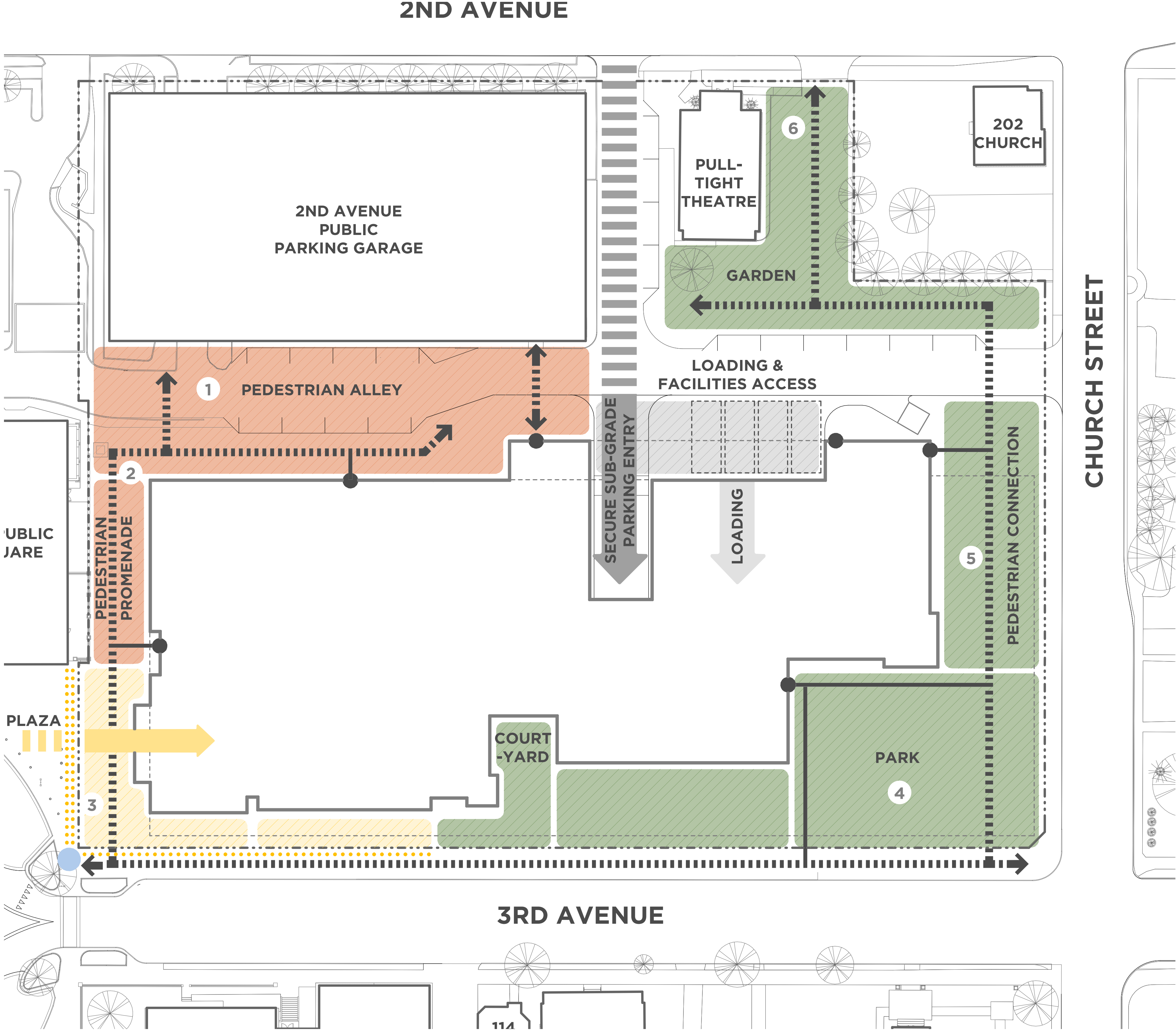
Pedestrian Alley



Pedestrian Promenade



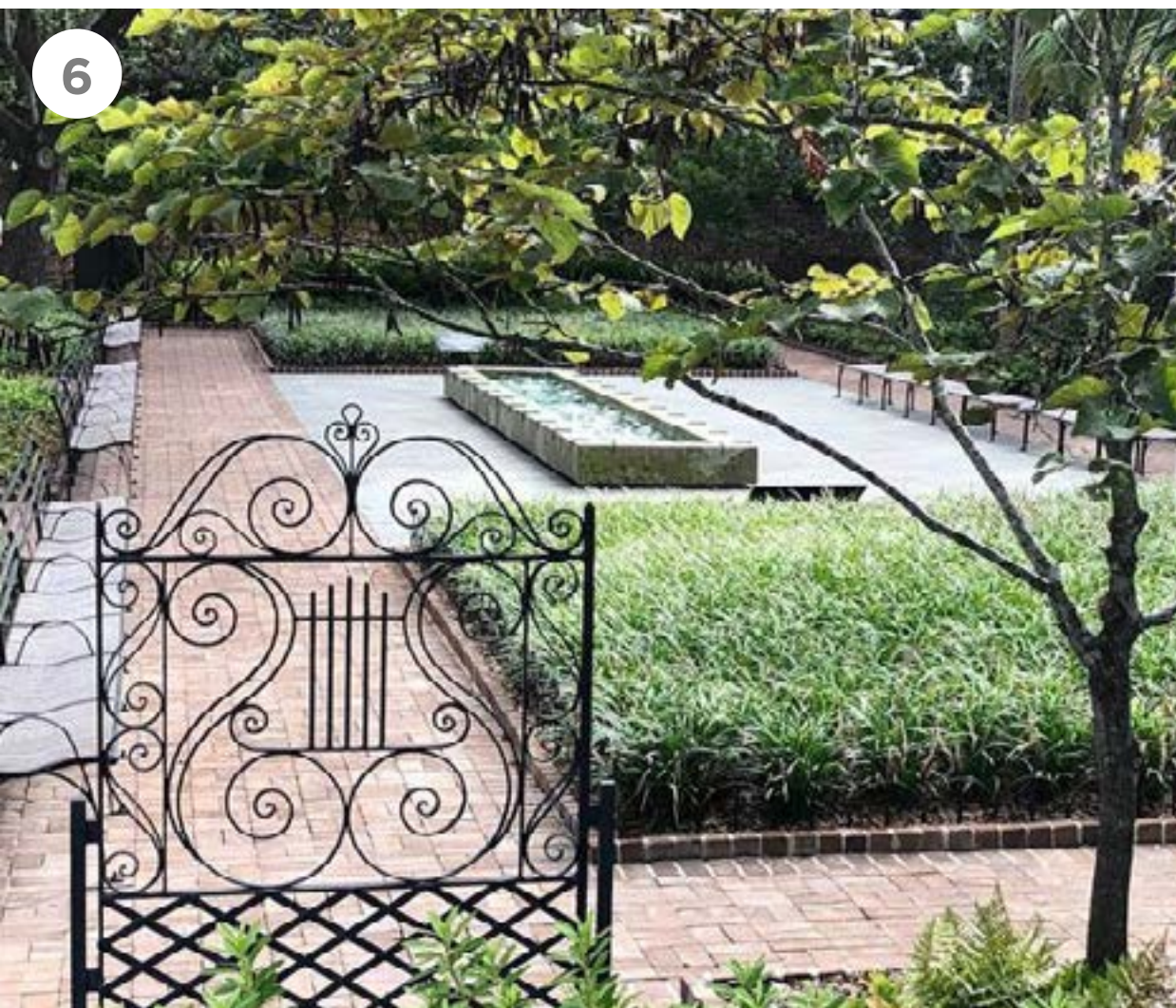
Entry Plaza



Tree Grove



Lawn



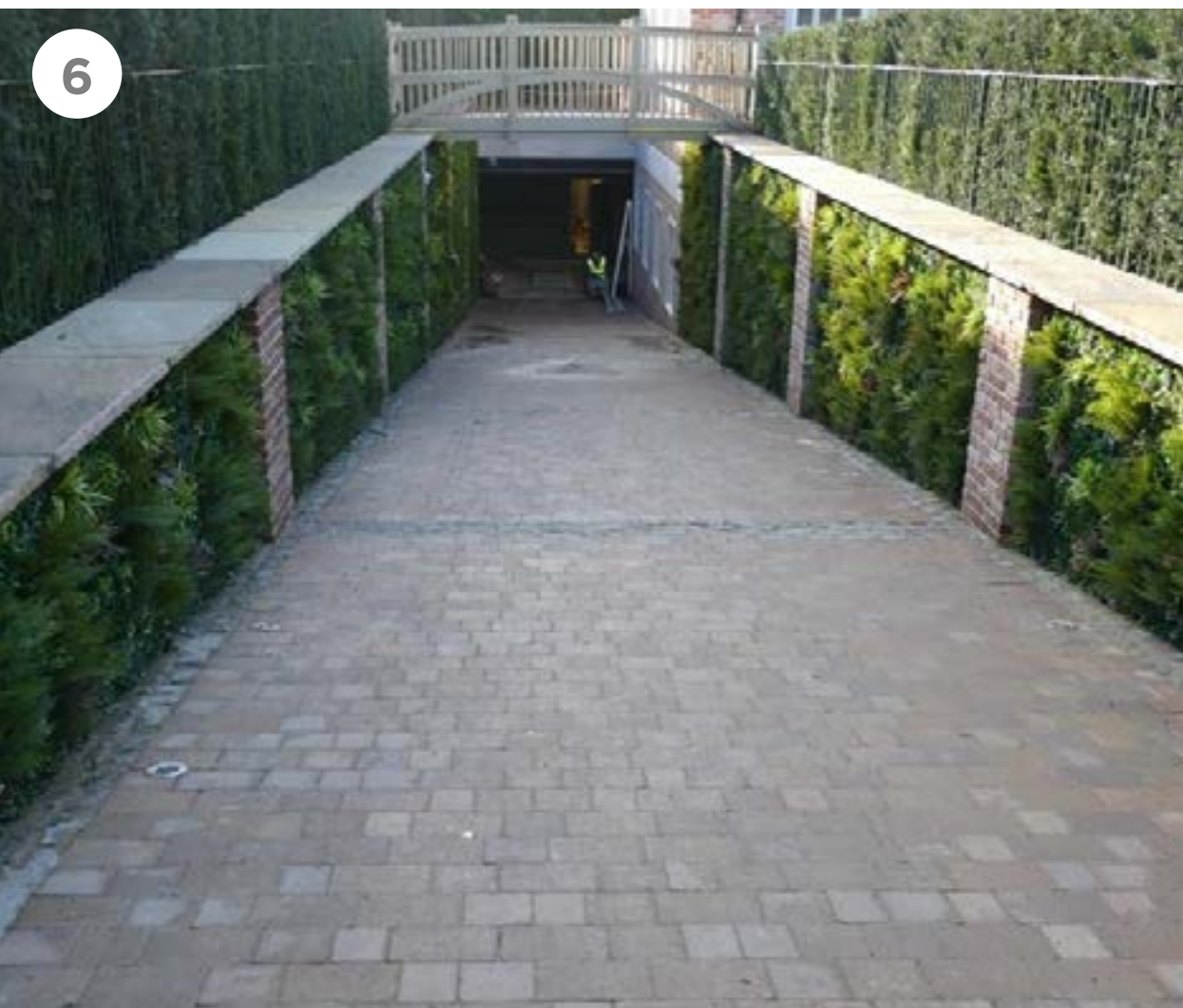
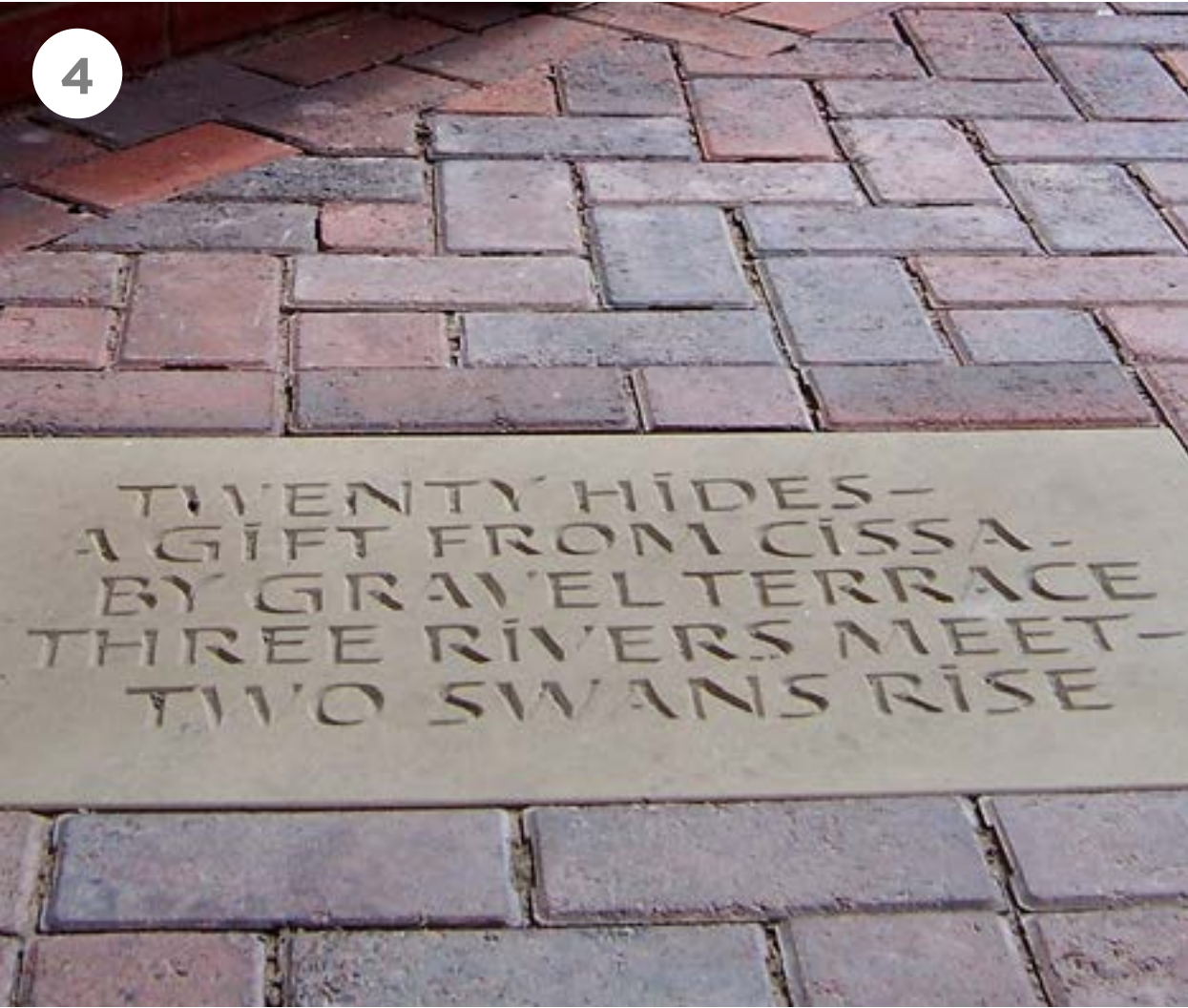
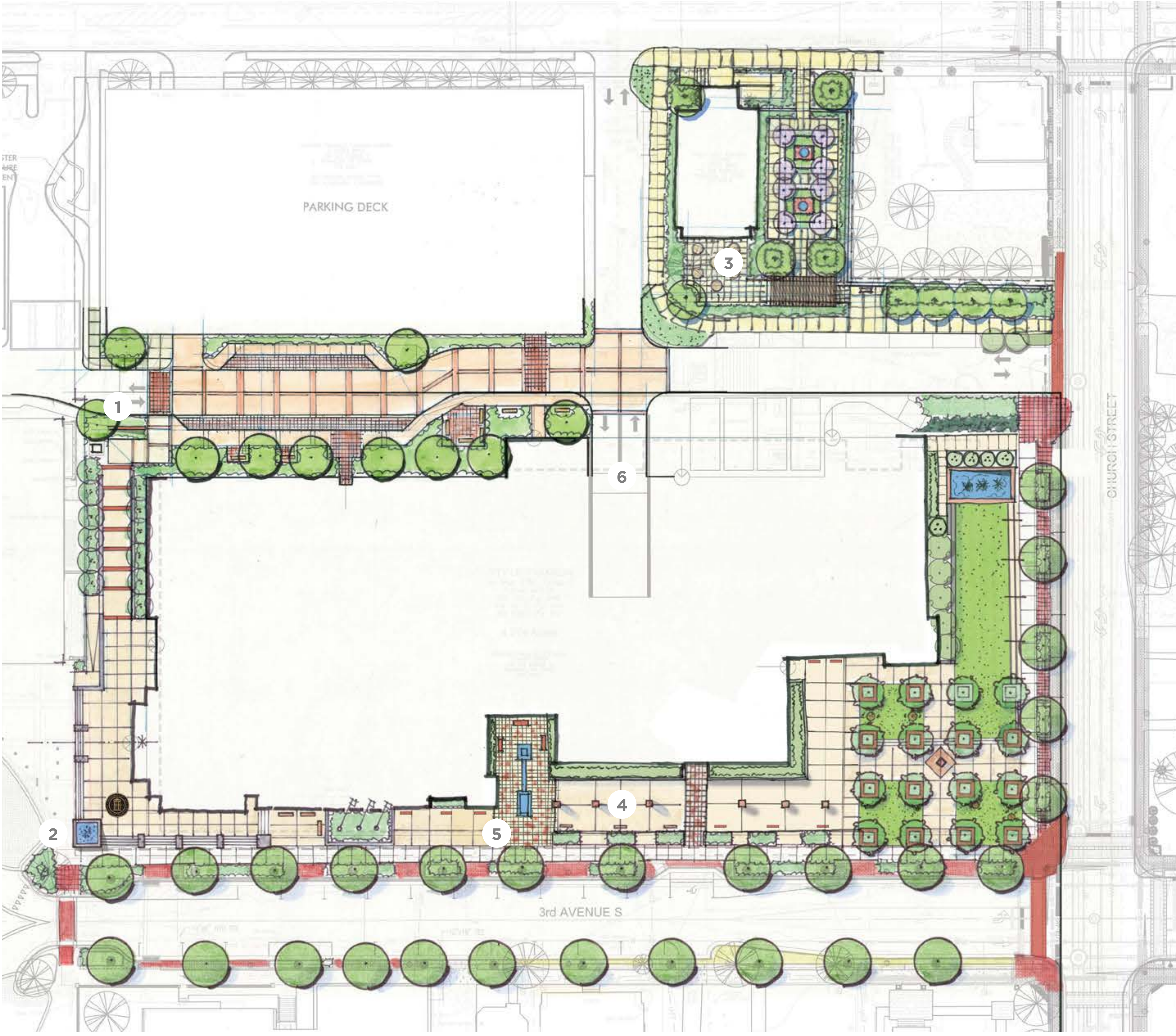
Secret Garden



NEW CITY HALL FACILITY | FRANKLIN, TENNESSEE

FORMING THE MASTER PLAN VISION

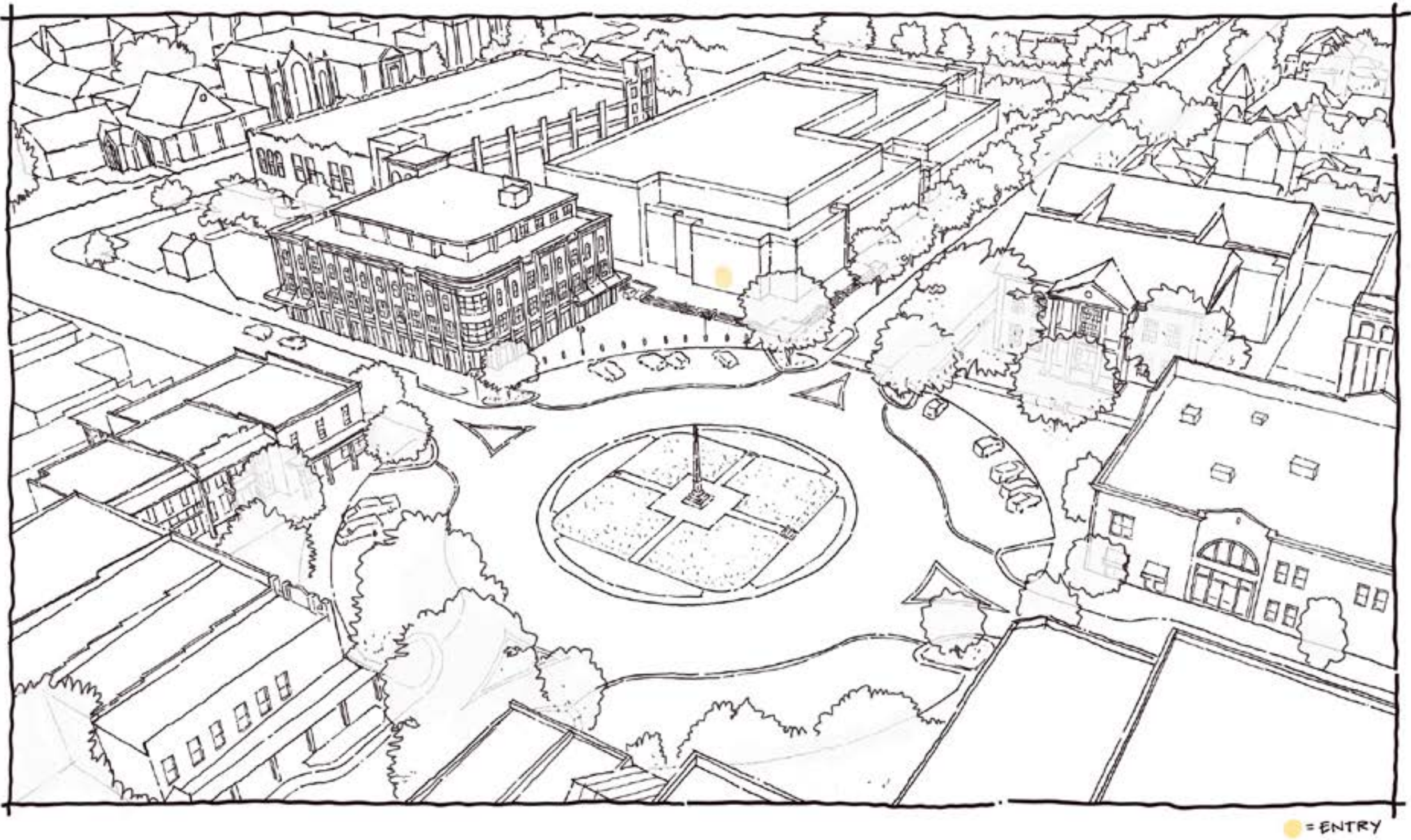
Conceptual Landscape Plan



NEW CITY HALL FACILITY | FRANKLIN, TENNESSEE

THE VISION: COMPLETING THE SQUARE

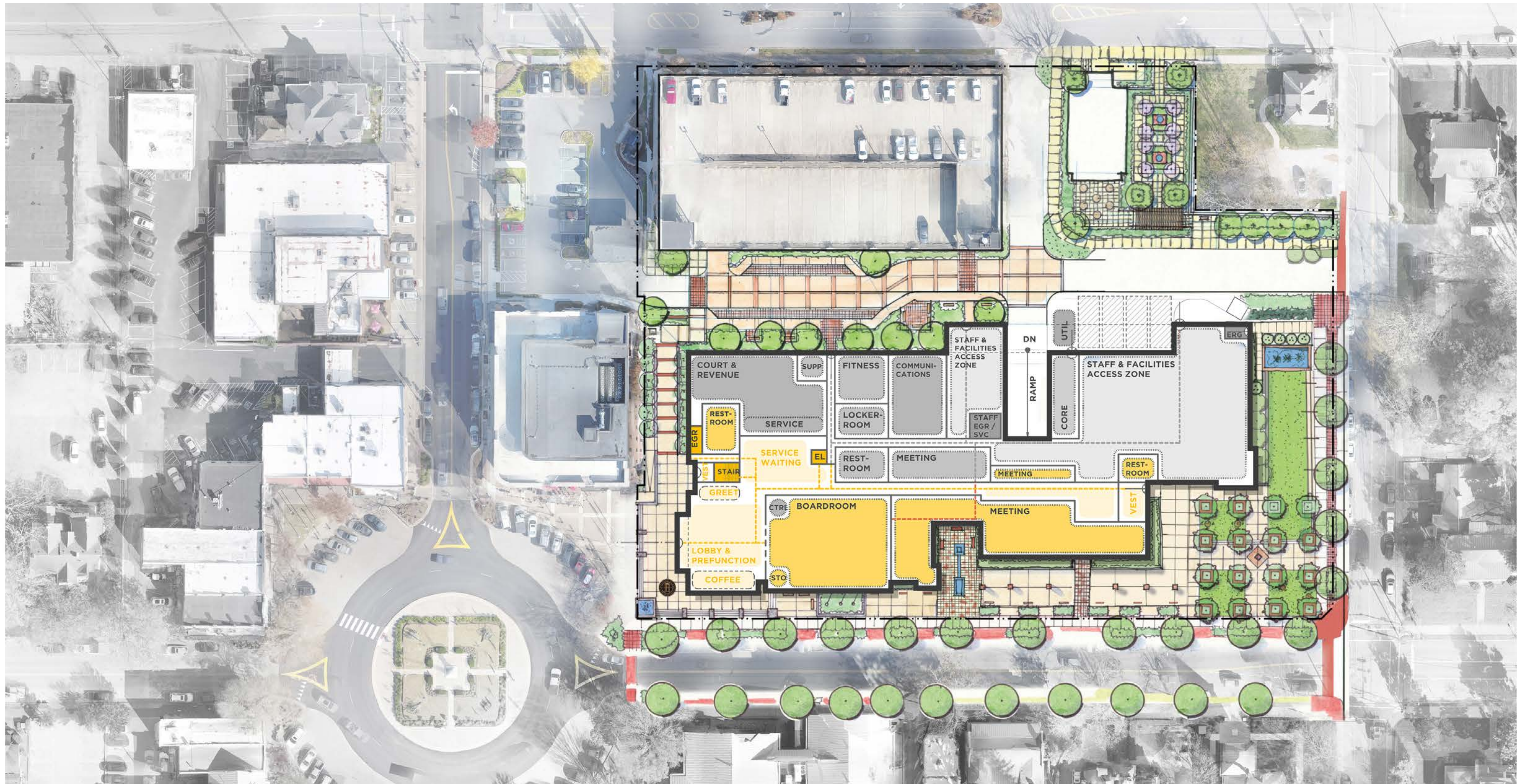
3D Views



NEW CITY HALL FACILITY | FRANKLIN, TENNESSEE

THE VISION: COMPLETING THE SQUARE

Preliminary Master Plan



NEW CITY HALL FACILITY | FRANKLIN, TENNESSEE



Want to know more?

Visit the website at
<https://complete-the-square.com/>
**for more information about the
public engagement and the
Preliminary Master Plan document.**



**Thank you for offering your
valuable input.**

FRANKLIN TENNESSEE
NEW CITY HALL FACILITY



File #: 21-02438

DATE: September 14, 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
Joe Marlo
Brad Wilson, Facilities Project Manager
David Diaz, Contracts Administrator

SUBJECT:

Consideration Of COF Contract No. 2020-0041 Amendment No. 1 To The Professional Services Agreement With Orchard, Hiltz & McClimment, Inc. d/b/a OHM Advisors Regarding A \$25,000 Increase Related To The New City Hall Project.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment No. 1 to COF Contract No. 2020-0041.

BACKGROUND/STAFF COMMENTS:

On July 14, 2020, BOMA approved Resolution 2020-108 authorizing City Staff to commence contract negotiations with Consultant to perform architectural and engineering design services related to the new City Hall project.

On October 27, 2020, BOMA approved a Professional Services Agreement with Consultant for New City Hall in the amount of \$859,472 ("Phase I Design Budget").

This Amendment No. 1 to the Professional Services Agreement now contemplates a \$25,000 increase to the Phase I Design Budget to account for additional services to be performed by Consultant which includes additional stakeholder meetings including the newly elected Aldermen.

FINANCIAL IMPACT:

\$25,000

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment No. 1 to COF Contract No. 2020-0041.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR DESIGN OF NEW CITY HALL FACILITY – PHASE I
COF Contract No. 2020-0041**

THIS AMENDMENT is made and entered into on this the _____ day of _____, 2021, by and between the City of Franklin, Tennessee ("City") and Orchard, Hiltz & McCliment, Inc., d/b/a OHM Advisors ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled Design of New City Hall Facility – Phase I ("Project"), dated 27th day of October 2020; and

WHEREAS, said Agreement stipulated that the Consultant would be paid a not-to-exceed fee of EIGHT HUNDRED FIFTY-NINE THOUSAND FOUR HUNDRED SEVENTY-TWO AND 00/100 DOLLARS (\$859,472.00), as authorized by the City and as detailed in the Fee Schedule; and

WHEREAS, on March 25, 2021, the City and Consultant mutually agreed to and executed an updated Completion Schedule to the Agreement to accommodate a new project timeline; and

WHEREAS, the City and Consultant realize the need to further update the Completion Schedule to incorporate additional design work under the Project due to circumstances beyond the control of the Consultant ("Additional Services"); and

WHEREAS, the Consultant provided a proposal for an increase in architectural, engineering, related technical, and other services ("Revised Phase I Completion Schedule"), as described in Exhibit A, in the amount of TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000.00); and

WHEREAS, the City has reviewed the Revised Phase I Completion Schedule and desires to amend the Agreement as proposed.

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. Consultant agrees to perform the work as proposed in the Revised Phase I Completion Schedule, which shall be considered as an integral part hereof.
3. City's Responsibilities and Duties. As payment for the Additional Services within the Revised Phase I Completion Schedule, City shall pay and Consultant agrees to an amount not to exceed TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00). The City reserves the

right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

4. Waiver. Neither party's failure nor delay to exercise any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

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

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated October 27, 2020, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

CONSULTANT

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: _____
Print: _____
Title: _____
Date: _____

Attest:

By: _____
Eric S. Stuckey
City Administrator
Date: _____

Approved as to form:

Maricruz R. Fincher, Staff Attorney

Appendix 'A': Franklin City Hall Work Plan

Proj. No.	Project	Duration		
		Start	End	Weeks
	BOMA Worksession: Presentation of PSA - Phase 1	13-Oct-20	13-Oct-20	
	BOMA Resolution to Approve PSA - Phase 1	27-Oct-20	27-Oct-20	
01	PROGRAMMING, CHARETTE AND CONCEPTUAL MASTER PLAN	3-Nov-20	22-Mar-22	72.0 Wks
#REF!				
1A	PROJECT KICKOFF WITH CITY EXECUTIVE TEAM	4-Nov-20	4-Nov-20	
	Meeting Minutes - Distribute to City Executive Team and Design Team	6-Nov-20	6-Nov-20	
	Initial Feedback from Sustainability Commission Meeting (If City Executive Team attends on 10/02/20)			
	Geotechnical Exploration-			
	Updated Survey			
	Utility Location			
	Environmental Report(s)			
1B	Review Space Needs Document & Establish Project Goals	4-Nov-20	4-Dec-20	4.3 Wks
	Notify City Executive Team of any additional Survey Information Required	6-Nov-20	6-Nov-20	
	Notify City Executive Team of Additional Geotechnical Testing Required	6-Nov-20	11-Nov-20	0.7 Wks
	Review Space Needs Document by Design Team	4-Nov-20	11-Nov-20	1.0 Wks
	Drone Footage/3D Scanning of Surrounding Context	9-Nov-20	13-Nov-20	0.6 Wks
	LEED Charrette (Design Team and City Executive Team) - Establish LEED / Sustainability Goals	9-Nov-20	17-Nov-20	1.1 Wks
	Base Map Development	9-Nov-20	19-Nov-20	1.4 Wks
	Design Team/City Executive Team Site Visit Meeting	20-Nov-20	20-Nov-20	
	Internal Design Team Meeting	23-Nov-20	23-Nov-20	
	Initial Due Diligence Meeting with City Officials - Planning, Engineering, Codes and Fire (Push to later per COF)		9-Jan-21	
	Establishing Agendas / Case Studies / Planning City Hall / Corporate Office Visits	9-Nov-20	23-Nov-20	2.0 Wks
	Review SNA Questionnaires	9-Nov-20	23-Nov-20	2.0 Wks
	Document Conclusions in Prep for Meeting with City Executive Team/ Site Analysis by KVD	26-Nov-20	30-Nov-20	0.6 Wks
	Prep for Gary Sebach City Hall Design Strategies	23-Nov-20	4-Dec-20	
	Research City Hall and Corporate Office Case Studies	23-Nov-20	4-Dec-20	
1C	Meet with COF: Review Space Needs Document/Site Observation Conclusions	2-Dec-20	2-Dec-20	
	Meeting Minutes/Communicate Feedback to Team	3-Dec-20	3-Dec-20	
	Sustainability Commission Meeting for Initial Feedback	4-Dec-20	4-Dec-20	
1D	Building Programming - Research	4-Dec-20	17-Dec-20	1.9 Wks
	Finalize City Hall/Corporate Office Presentation	4-Dec-20	8-Dec-20	0.6 Wks
	Draft Questionnaire Development	4-Dec-20	8-Dec-20	0.6 Wks
	Visits to Local Furniture Vendor Showrooms and Corporate Offices (to be scheduled)	9-Apr-21	16-Apr-21	1.0 Wks
	Additional Case Study Topic Research/Draft Presentations	23-Nov-20	2-Feb-21	10.1 Wks
	Meet with COF: City Hall/Corporate Office Case Studies & Draft Questionnaires	9-Dec-20	9-Dec-20	
	Meeting Minutes/Communicate Feedback to Team	10-Dec-20	10-Dec-20	
	Final Questionnaire Development	9-Dec-20	2-Feb-21	7.9 Wks
	Finalize Additional Case Study Presentations	2-Feb-21	2-Feb-21	
1E	Master Plan: Evaluate Site for Development incl. Land, Buildings & Parking	17-Dec-20	18-Feb-21	9.0 Wks
	Internal Design Team Charrette 1 - Master Plan Charrette	18-Feb-21	18-Feb-21	
	Streetscape Concept Development - Add Alternates #2, #3, and #4	18-Feb-21	11-Mar-21	3.0 Wks
	Public Utility Concept Development - Add Alternate #6	11-Mar-21	25-Mar-21	2.0 Wks
	Planning for Relocation of Overhead Utilities - Add Alternate #7	25-Mar-21	8-Apr-21	2.0 Wks
	Preliminary Conceptual Master Plan Options	18-Feb-21	11-Mar-21	3.0 Wks
1F	Building Programming	17-Dec-20	11-Mar-21	12.0 Wks
	Conduct City Departmental Interviews - Existing Workflow and Future Needs	4-Jan-21	18-Jan-21	2.0 Wks
	Document Findings from Dept Interviews - Distribute to Team	18-Jan-21	25-Jan-21	1.0 Wks
	Internal Design Team Charrette 2 - Building Design Charrette (Adjacency Diagrams)	1-Feb-21	1-Feb-21	
	Meet with COF: Additional Case Studies	3-Feb-21	17-Feb-21	2.0 Wks
	Meeting Minutes/Communicate Feedback to Team	18-Feb-21	18-Feb-21	
	Preliminary Adjacency Diagram Options	1-Feb-21	1-Mar-21	4.0 Wks
	Add Alternate #1 - Parking Garage Plan Options (As represented in the Conceptual Master Plan Options)	1-Feb-21	1-Mar-21	4.0 Wks
1G	Meet with City Exec Team: Review Preliminary Master Plan Concepts and Building Programming	10-Mar-21	10-Mar-21	
1H	Update Preliminary Master Plan Concepts and Building Program	11-Mar-21	30-Apr-21	7.1 Wks
	Update Project Schedule	11-Mar-21	18-Mar-21	1.0 Wks
	Update LEED Scorecard/Integrative Process Energy Report	11-Mar-21	18-Mar-21	1.0 Wks
	Meet with City Exec Team: Conversation with VU Finance	24-Mar-21	24-Mar-21	
	City Charrette Prep & Planning with Kelly D-	3-Feb-21	23-Feb-21	2.9 Wks

Appendix 'A': Franklin City Hall Work Plan

Proj. No.	Project	Duration		
		Start	End	Weeks
1J	Kick-Off Meetings with Specialty Consultants - Design and City Executive Team	31-Mar-21	31-Mar-21	
	Kick-Off Meeting - Security Integration- Basis of Design	31-Mar-21	31-Mar-21	
	Kick-Off Meeting - Lighting / AV / Smart Building Tech. Integration- Basis of Design	7-Apr-21	14-Apr-21	1.0 Wks
	Kick-Off Meeting - Economic Consultant (City Executive Team Only - Not in Design Scope)	31-Mar-21	31-Mar-21	
	MEP/S Draft Narrative of Systems/Basis of Design	31-Mar-21	30-Apr-21	4.3 Wks
	Security/Lighting/AV/Smart Building Basis of Design/Design Narrative	31-Mar-21	30-Apr-21	4.3 Wks
1K	OWNER REVIEW TIME	11-Mar-21	26-Mar-21	2.1 Wks
	INCORPORATE OWNER COMMENTS & FEEDBACK	26-Mar-21	30-Apr-21	5.0 Wks
	OWNER SIGN-OFF	13-May-21	13-May-21	
	Initial Due Diligence Meeting with City Officials - Planning, Engineering, Codes and Fire	20-May-21	20-May-21	
1M	Charrette PREPARATION KICKOFF MEETING - W/ CITY EXECUTIVE TEAM	9-Feb-21	16-Apr-21	9.4 Wks
	Developing the Virtual Charrette Blueprint/Engagement Outline	10-Feb-21	26-Feb-21	2.3 Wks
	Website Development - OHM	26-Feb-21	5-Mar-21	1.0 Wks
	Meet with COF - Website Design Review	8-Mar-21	8-Mar-21	
	OHM Send Website Draft to COF for Review	15-Mar-21	15-Mar-21	
	COF Send Website Review Comments to OHM	17-Mar-21	17-Mar-21	
	COF Release Public Engagement Infographic with Schedule	19-Mar-21	19-Mar-21	
	OHM - Send Final Website for Review	19-Mar-21	19-Mar-21	
	DRC Meeting 1 - Historic Context Presentation	22-Mar-21	22-Mar-21	
	OHM Live Website Launch	22-Mar-21	22-Mar-21	
	BOMA Worksession - Staff Update/Engagement Plan Update	23-Mar-21	23-Mar-21	
	FMPC - Staff Update/Engagement Plan Update	25-Mar-21	25-Mar-21	
	Studio 8 Send Public Engagement Presentation Draft	26-Mar-21	26-Mar-21	
	COF - Send Comments on Public Engagement Presentation Draft	30-Mar-21	30-Mar-21	
	Studio 8 Send Public Engagement Final Presentation	2-Apr-21	2-Apr-21	
	Send Preliminary Survey Drafts (OHM/COF) and City Employee Presentation Draft (S8D)	5-Apr-21	5-Apr-21	
	Mid-point Survey Drafts (OHM/COF) and City Employee Draft Presentations (S8D)	12-Apr-21	12-Apr-21	
	Feedback due on Survey and Presentation Drafts	14-Apr-21	14-Apr-21	
	OHM/COF Final Survey Drafts/ Studio 8 Final City Employee Presentation	16-Apr-21	16-Apr-21	
1N	Public Engagement Round 1 and 2	5-Apr-21	22-Mar-22	50.1 Wks
	Advertise for Meetings/ Social Media Posts	5-Apr-21	5-Apr-21	
1L	Meet with Franklin Public Arts Commission 4PM	5-Apr-21	5-Apr-21	
	Civic Stakeholders - Stakeholder Meeting 10AM	6-Apr-21	6-Apr-21	
	Downtown Neighborhood Association - Small Stakeholder Virtual Meeting 4PM	6-Apr-21	6-Apr-21	
	-COF - Release Video 1 and Video 2	15-Apr-21	15-Apr-21	
	-OHM - Release Round 1 Survey Live	19-Apr-21	19-Apr-21	
	City Employees Family Room Chat - 1PM	20-Apr-21	20-Apr-21	
	City Employees Family Room Chat - 7:30 PM	21-Apr-21	21-Apr-21	
	Design Professionals/Developers Group - 7:30AM	5-May-21	5-May-21	
	General Public Large Family Room Chat - 6:00PM	13-May-21	13-May-21	
	Studio 8 - Send Draft DRC Presentation to COF for Review	15-May-21	17-May-21	0.3 Wks
	COF - Send comments on DRC Presentation Draft	19-May-21	19-May-21	
	Studio 8 - Send Final DRC Presentation	21-May-21	21-May-21	
	DRC Meeting 2 - Feedback Session 4:30PM	24-May-21	24-May-21	
	BOMA Worksession	25-May-21	25-May-21	
	BOMA FMPC Joint Conceptual Workshop - 5:00PM	27-May-21	27-May-21	
	Summarize Charrette Findings - Distribute to City Executive Team and Design Team	1-Jun-21	15-Jun-21	2.0 Wks
1O	Develop Draft of Charrette Findings Booklet and "Wish List" Master Plan	15-Jun-21	13-Jul-21	4.0 Wks
	Internal Design Team Charrette 3 - "Wish List" Master Plan/Concept Design Options	16-Jun-21	16-Jun-21	
	Refinement of "Wish List" Master Plan and Charrette Findings Booklet	17-Jun-21	13-Jul-21	3.7 Wks
	Economic Consultant Retail & Meeting Venue Market Analyses	17-Jun-21	13-Jul-21	3.7 Wks
1P	Meet with City Executive Team: Review Draft of Charrette Findings Booklet and "Wish List" Master Plan	14-Jul-21	14-Jul-21	
	Refine "Wish List" Master Plan and Charrette Findings Booklet in Response to Owner Feedback	14-Jul-21	31-Jul-21	2.4 Wks
	Economic Consultant Refine Market Forecasts	14-Jul-21	2-Aug-21	2.7 Wks
	Economic Consultant [OPTIONAL]: Financial Feasibility / Sustainability Analysis	14-Jul-21	2-Aug-21	2.7 Wks
	Conceptual Security Design / Security Budget	14-Jul-21	2-Aug-21	2.7 Wks
	Update Lighting / AV / Smart Building Tech. Integration Basis of Design	14-Jul-21	2-Aug-21	2.7 Wks
	Update LEED Scorecard in Response to Charrette	14-Jul-21	2-Aug-21	2.7 Wks
	Work Not in Scope from 7/15/21 to 8/9/21 (75% of Task 1P)	15-Jul-21	9-Aug-21	3.6 Wks
	Prep for Meetings with ACA's and Eric	16-Jul-21	25-Jul-21	
	Meet with ACA's and Eric	26-Jul-21	26-Jul-21	
	Meet with Kelly and Joe - Engagement Scheduling Discussion	2-Aug-21	2-Aug-21	
	Revisions to Task List/Schedule Draft	2-Aug-21	4-Aug-21	0.3 Wks
	Meet with City Executive Team	4-Aug-21	4-Aug-21	
	Revisions to Task List/Schedule Draft	4-Aug-21	9-Aug-21	0.7 Wks
	Meeting with Kristine, Eric and Vernon	6-Aug-21	6-Aug-21	

Appendix 'A': Franklin City Hall Work Plan

Proj. No.	Project	Duration			
		Start	End	Weeks	
	Meeting Prep Time	2-Aug-21	6-Aug-21	0.6 Wks	
	Meeting	6-Aug-21	6-Aug-21		
	Meeting Minutes	6-Aug-21	10-Aug-21	0.6 Wks	
	Meet with City Executive Team	9-Aug-21	9-Aug-21		
	Meet with Kelly and Joe - Schedule Review	11-Aug-21	11-Aug-21		
	Revisions to Programming Document/Plans per City Feedback	10-Aug-21	14-Aug-21	0.6 Wks	
1Q	Preliminary Probable Construction Cost Estimate	4-Aug-21	16-Aug-21	1.7 Wks	
	Preliminary Construction Cost Estimate	28-Jul-21	16-Aug-21	2.7 Wks	
	Design Team Fee Estimate	28-Jul-21	16-Aug-21	2.7 Wks	
	Complete Masterplan and Community Outreach Report Document	16-Aug-21	31-Aug-21	2.1 Wks	
	Prep for Community Engagement Round 2	16-Aug-21	29-Aug-21	1.9 Wks	
	Meet with Community Outreach Team - Draft Round 2 Survey	16-Aug-21	16-Aug-21		
	Develop Public Presentation-Draft	16-Aug-21	25-Aug-21	1.3 Wks	
	OHM - Send Draft of Round 2 Survey to COF	20-Aug-21	20-Aug-21		
	S8D - Send Public Draft Presentation to COF	25-Aug-21	25-Aug-21		
	Incorporate Survey Comments	25-Aug-21	29-Aug-21	0.6 Wks	
	Revisions to Presentations	25-Aug-21	30-Aug-21	0.7 Wks	
	Develop Owner's Cx Project Requirements	16-Aug-21	30-Aug-21	2.0 Wks	
	S8D Submit Final Presentation for 9/14 BOMA Worksession (Current Board)	31-Aug-21	31-Aug-21		
	Launch Survey and Release Report and Preliminary Masterplan/Round 2 Videos and Social Media	13-Sep-21	13-Sep-21		
	S8D - Draft of DRC Presentation	13-Sep-21	21-Sep-21	1.1 Wks	
	S8D - Send DRC Presentation Draft to COF	21-Sep-21	21-Sep-21		
	S8D - Revise DRC Presentation	21-Sep-21	27-Sep-21	0.9 Wks	
1R	Special BOMA Worksession Meeting - Community Outreach Results and Masterplan (Current Board)	28-Sep-21	28-Sep-21		
	S8D - Send Final DRC Presentation to COF for 10/4 DRC Meeting	28-Sep-21	28-Sep-21		
1S	DRC Meeting 3: Present Community Engagement Round 1 Results and Conceptual Masterplan	4-Oct-21	4-Oct-21		
	General Public Large Family Room Chat	5-Oct-21	5-Oct-21		
	Update Scope, Schedule, and Fees for Phase II (Schematic Design)	5-Oct-21	19-Dec-21	10.7 Wks	
	Draft of Scope and Schedule for Phase II	5-Oct-21	25-Oct-21	2.9 Wks	
	Submit Presentation for 12/9 FMPC/BOMA Joint Conceptual Workshop (Current Board)	22-Nov-21	22-Nov-21		
	FMPC/BOMA Joint Conceptual Workshop (Current Board)	9-Dec-21	9-Dec-21		
1T	Noted Masterplan based on Feedback from Community Engagement/DRC/BOMA	9-Dec-21	23-Dec-21	2.0 Wks	
	Prepare Draft BOMA Presentation	9-Dec-21	23-Dec-21	2.0 Wks	
1U	S8D/OHM - Submit Final Phase II PSA, Scope, Schedule, and Fees to City for Law 30 day Review	24-Dec-21	24-Dec-21		
	Submit Presentation for 2/8 BOMA Worksession	24-Jan-22	24-Jan-22		
	Release Final Masterplan Booklet and Final Revised Preliminary Masterplan (Inclusion of Noted Plan Deliverable)	26-Jan-22	26-Jan-22		
	Prepare Draft BOMA Presentation of Phase II Schedule, Scope, and Fee Presentation	26-Jan-22	15-Feb-22	2.9 Wks	
	Submit Presentation for 2/22 BOMA Meeting	7-Feb-22	7-Feb-22		
	BOMA Worksession - Final Revised Conceptual Masterplan and Prelim. Construction Cost Estimate	8-Feb-22	8-Feb-22		
	Finalize Phase II Presentation	15-Feb-22	18-Feb-22	0.4 Wks	
	Submit Phase II Presentation for 03/08 BOMA Worksession	21-Feb-22	21-Feb-22		
Milestone	BOMA Meeting - Resolution to Approve Concept. Master Plan and Prelim. Construction Cost Estimate	22-Feb-22	22-Feb-22		
	Adjust Phase II based on BOMA feedback (as required)	22-Feb-22	4-Mar-22	1.4 Wks	
	Submit Phase II Presentation for 03/22 BOMA Meeting	7-Mar-22	7-Mar-22		
	BOMA Work Session - Review Phase II Scope, Schedule, and Fees	8-Mar-22	8-Mar-22		
Milestone	BOMA Meeting - Resolution to Approve Phase II Scope, Schedule and Fees	22-Mar-22	22-Mar-22		

Appendix 'A': Franklin City Hall Work Plan

Proj. No.	Project	Duration		
		Start	End	Weeks
	BOMA Worksession: Presentation of PSA – Phase 1	13-Oct-20	13-Oct-20	
	BOMA Resolution to Approve PSA – Phase 1	27-Oct-20	27-Oct-20	
01	PROGRAMMING, CHARETTE AND CONCEPTUAL MASTER PLAN	3-Nov-20	22-Mar-22	72.0 Wks
#REF!				
1A	PROJECT KICKOFF WITH CITY EXECUTIVE TEAM	4-Nov-20	4-Nov-20	
	Meeting Minutes – Distribute to City Executive Team and Design Team	6-Nov-20	6-Nov-20	
	Initial Feedback from Sustainability Commission Meeting (If City Executive Team attends on 10/02/20)			
	Geotechnical Exploration-			
	Updated Survey			
	Utility Location			
	Environmental Report(s)			
1B	Review Space Needs Document & Establish Project Goals	4-Nov-20	4-Dec-20	4.3 Wks
	Notify City Executive Team of any additional Survey Information Required	6-Nov-20	6-Nov-20	
	Notify City Executive Team of Additional Geotechnical Testing Required	6-Nov-20	11-Nov-20	0.7 Wks
	Review Space Needs Document by Design Team	4-Nov-20	11-Nov-20	1.0 Wks
	Drone Footage/3D Scanning of Surrounding Context	9-Nov-20	13-Nov-20	0.6 Wks
	LEED Charrette (Design Team and City Executive Team) – Establish LEED / Sustainability Goals	9-Nov-20	17-Nov-20	1.1 Wks
	Base Map Development	9-Nov-20	19-Nov-20	1.4 Wks
	Design Team/City Executive Team Site Visit Meeting	20-Nov-20	20-Nov-20	
	Internal Design Team Meeting	23-Nov-20	23-Nov-20	
	Initial Due Diligence Meeting with City Officials - Planning, Engineering, Codes and Fire (Push to later per COF)		9-Jan-09	
	Establishing Agendas / Case Studies / Planning City Hall / Corporate Office Visits	9-Nov-20	23-Nov-20	2.0 Wks
	Review SNA Questionnaires	9-Nov-20	23-Nov-20	2.0 Wks
	Document Conclusions in Prep for Meeting with City Executive Team/ Site Analysis by KVD	26-Nov-20	30-Nov-20	0.6 Wks
	Prep for Gary Sebach City Hall Design Strategies	23-Nov-20	4-Dec-20	
	Research City Hall and Corporate Office Case Studies	23-Nov-20	4-Dec-20	
1C	Meet with COF: Review Space Needs Document/Site Observation Conclusions	2-Dec-20	2-Dec-20	
	Meeting Minutes/Communicate Feedback to Team	3-Dec-20	3-Dec-20	
	Sustainability Commission Meeting for Initial Feedback	4-Dec-20	4-Dec-20	
1D	Building Programming – Research	4-Dec-20	17-Dec-20	1.9 Wks
	Finalize City Hall/Corporate Office Presentation	4-Dec-20	8-Dec-20	0.6 Wks
	Draft Questionnaire Development	4-Dec-20	8-Dec-20	0.6 Wks
	Visits to Local Furniture Vendor Showrooms and Corporate Offices (to be scheduled)	9-Apr-21	16-Apr-21	1.0 Wks
	Additional Case Study Topic Research/Draft Presentations	23-Nov-20	2-Feb-21	10.1 Wks
	Meet with COF: City Hall/Corporate Office Case Studies & Draft Questionnaires	9-Dec-20	9-Dec-20	
	Meeting Minutes/Communicate Feedback to Team	10-Dec-20	10-Dec-20	
	Final Questionnaire Development	9-Dec-20	2-Feb-21	7.9 Wks
	Finalize Additional Case Study Presentations	2-Feb-21	2-Feb-21	
1E	Master Plan: Evaluate Site for Development incl. Land, Buildings & Parking	17-Dec-20	18-Feb-21	9.0 Wks
	Internal Design Team Charrette 1 – Master Plan Charrette	18-Feb-21	18-Feb-21	
	Streetscape Concept Development – Add Alternates #2, #3, and #4	18-Feb-21	11-Mar-21	3.0 Wks
	Public Utility Concept Development – Add Alternate #6	11-Mar-21	25-Mar-21	2.0 Wks
	Planning for Relocation of Overhead Utilities – Add Alternate #7	25-Mar-21	8-Apr-21	2.0 Wks
	Preliminary Conceptual Master Plan Options	18-Feb-21	11-Mar-21	3.0 Wks
1F	Building Programming	17-Dec-20	11-Mar-21	12.0 Wks
	Conduct City Departmental Interviews – Existing Workflow and Future Needs	4-Jan-21	18-Jan-21	2.0 Wks
	Document Findings from Dept Interviews – Distribute to Team	18-Jan-21	25-Jan-21	1.0 Wks
	Internal Design Team Charrette 2 – Building Design Charrette (Adjacency Diagrams)	1-Feb-21	1-Feb-21	
	Meet with COF: Additional Case Studies	3-Feb-21	17-Feb-21	2.0 Wks
	Meeting Minutes/Communicate Feedback to Team	18-Feb-21	18-Feb-21	
	Preliminary Adjacency Diagram Options	1-Feb-21	1-Mar-21	4.0 Wks
	Add Alternate #1 – Parking Garage Plan Options (As represented in the Conceptual Master Plan Options)	1-Feb-21	1-Mar-21	4.0 Wks
1G	Meet with City Exec Team: Review Preliminary Master Plan Concepts and Building Programming	10-Mar-21	10-Mar-21	
1H	Update Preliminary Master Plan Concepts and Building Program	11-Mar-21	30-Apr-21	7.1 Wks
	Update Project Schedule	11-Mar-21	18-Mar-21	1.0 Wks
	Update LEED Scorecard/Integrative Process Energy Report	11-Mar-21	18-Mar-21	1.0 Wks
	Meet with City Exec Team: Conversation with VU Finance	24-Mar-21	24-Mar-21	
	City Charrette Prep & Planning with Kelly D-	3-Feb-21	23-Feb-21	2.9 Wks

Appendix 'A': Franklin City Hall Work Plan

Proj. No.	Project	Duration		
		Start	End	Weeks
1J	Kick Off Meetings with Specialty Consultants - Design and City Executive Team	31-Mar-21	31-Mar-21	
	Kick Off Meeting - Security Integration- Basis of Design	31-Mar-21	31-Mar-21	
	Kick Off Meeting - Lighting / AV / Smart Building Tech- Integration- Basis of Design	7-Apr-21	14-Apr-21	1.0 Wks
	Kick Off Meeting - Economic Consultant (City Executive Team Only - Not in Design Scope)	31-Mar-21	31-Mar-21	
	MEP/S Draft Narrative of Systems/Basis of Design	31-Mar-21	30-Apr-21	4.3 Wks
	Security/Lighting/AV/Smart Building Basis of Design/Design Narrative	31-Mar-21	30-Apr-21	4.3 Wks
1K	OWNER REVIEW TIME	11-Mar-21	26-Mar-21	2.1 Wks
	INCORPORATE OWNER COMMENTS & FEEDBACK	26-Mar-21	30-Apr-21	5.0 Wks
	OWNER SIGN OFF	13-May-21	13-May-21	
1M	Initial Due Diligence Meeting with City Officials - Planning, Engineering, Codes and Fire	20-May-21	20-May-21	
	Charrette PREPARATION KICKOFF MEETING W/ CITY EXECUTIVE TEAM	9-Feb-21	16-Apr-21	9.4 Wks
	Developing the Virtual Charette Blueprint/Engagement Outline	10-Feb-21	26-Feb-21	2.3 Wks
	Website Development - OHM	26-Feb-21	5-Mar-21	1.0 Wks
	Meet with COF - Website Design Review	8-Mar-21	8-Mar-21	
	OHM Send Website Draft to COF for Review	15-Mar-21	15-Mar-21	
	COF Send Website Review Comments to OHM	17-Mar-21	17-Mar-21	
	COF Release Public Engagement Infographic with Schedule	19-Mar-21	19-Mar-21	
	OHM - Send Final Website for Review	19-Mar-21	19-Mar-21	
	DRC Meeting 1 - Historic Context Presentation	22-Mar-21	22-Mar-21	
	OHM Live Website Launch	22-Mar-21	22-Mar-21	
	BOMA Worksession - Staff Update/Engagement Plan Update	23-Mar-21	23-Mar-21	
	FMPC - Staff Update/Engagement Plan Update	25-Mar-21	25-Mar-21	
	Studio 8 Send Public Engagement Presentation Draft	26-Mar-21	26-Mar-21	
	COF - Send Comments on Public Engagement Presentation Draft	30-Mar-21	30-Mar-21	
	Studio 8 Send Public Engagement Final Presentation	2-Apr-21	2-Apr-21	
	Send Preliminary Survey Drafts (OHM/COF) and City Employee Presentation Draft (S8D)	5-Apr-21	5-Apr-21	
	Mid-point Survey Drafts (OHM/COF) and City Employee Draft Presentations (S8D)	12-Apr-21	12-Apr-21	
	Feedback due on Survey and Presentation Drafts	14-Apr-21	14-Apr-21	
	OHM/COF Final Survey Drafts/ Studio 8 Final City Employee Presentation	16-Apr-21	16-Apr-21	
	Public Engagement Round 1 and 2	5-Apr-21	22-Mar-22	50.1 Wks
	Advertise for Meetings/ Social Media Posts	5-Apr-21	5-Apr-21	
	Meet with Franklin Public Arts Commission 4PM	5-Apr-21	5-Apr-21	
	Civic Stakeholders - Stakeholder Meeting 10AM	6-Apr-21	6-Apr-21	
	Downtown Neighborhood Association - Small Stakeholder Virtual Meeting 4PM	6-Apr-21	6-Apr-21	
	-COF - Release Video 1 and Video 2	15-Apr-21	15-Apr-21	
	OHM - Release Round 1 Survey Live	19-Apr-21	19-Apr-21	
	City Employees Family Room Chat - 1PM	20-Apr-21	20-Apr-21	
	City Employees Family Room Chat - 7:30 PM	21-Apr-21	21-Apr-21	
	Design Professionals/Developers Group - 7:30AM	5-May-21	5-May-21	
	General Public Large Family Room Chat - 6:00PM	13-May-21	13-May-21	
	Studio 8 - Send Draft DRC Presentation to COF for Review	15-May-21	17-May-21	0.3 Wks
	COF - Send comments on DRC Presentation Draft	19-May-21	19-May-21	
	Studio 8 - Send Final DRC Presentation	21-May-21	21-May-21	
	DRC Meeting 2 - Feedback Session 4:30PM	24-May-21	24-May-21	
	BOMA Worksession	25-May-21	25-May-21	
	BOMA FMPC Joint Conceptual Workshop - 5:00PM	27-May-21	27-May-21	
1O	Summarize Charrette Findings - Distribute to City Executive Team and Design Team	1-Jun-21	15-Jun-21	2.0 Wks
	Develop Draft of Charrette Findings Booklet and "Wish List" Master Plan	15-Jun-21	13-Jul-21	4.0 Wks
	Internal Design Team Charrette 3 - "Wish List" Master Plan/Concept Design Options	16-Jun-21	16-Jun-21	
	Refinement of "Wish List" Master Plan and Charrette Findings Booklet	17-Jun-21	13-Jul-21	3.7 Wks
1P	Economic Consultant Retail & Meeting Venue Market Analyses	17-Jun-21	13-Jul-21	3.7 Wks
	Meet with City Executive Team: Review Draft of Charrette Findings Booklet and "Wish List" Master Plan	14-Jul-21	14-Jul-21	
	Refine "Wish List" Master Plan and Charrette Findings Booklet in Response to Owner Feedback	14-Jul-21	31-Jul-21	2.4 Wks
	Economic Consultant Refine Market Forecasts	14-Jul-21	2-Aug-21	2.7 Wks
	Economic Consultant [OPTIONAL]: Financial Feasibility / Sustainability Analysis	14-Jul-21	2-Aug-21	2.7 Wks
	Conceptual Security Design / Security Budget	14-Jul-21	2-Aug-21	2.7 Wks
	Update Lighting / AV / Smart Building Tech- Integration Basis of Design	14-Jul-21	2-Aug-21	2.7 Wks
	Update LEED Scorecard in Response to Charrette	14-Jul-21	2-Aug-21	2.7 Wks
	Work Not in Scope from 7/15/21 to 8/9/21 (75% of Task 1P)	15-Jul-21	9-Aug-21	3.6 Wks
	Prep for Meetings with ACA's and Eric	16-Jul-21	25-Jul-21	
	Meet with ACA's and Eric	26-Jul-21	26-Jul-21	
	Meet with Kelly and Joe - Engagement Scheduling Discussion	2-Aug-21	2-Aug-21	
	Revisions to Task List/Schedule Draft	2-Aug-21	4-Aug-21	0.3 Wks
	Meet with City Executive Team	4-Aug-21	4-Aug-21	
	Revisions to Task List/Schedule Draft	4-Aug-21	9-Aug-21	0.7 Wks
	Meeting with Kristine, Eric and Vernon	6-Aug-21	6-Aug-21	

Appendix 'A': Franklin City Hall Work Plan

Proj. No.	Project	Duration		
		Start	End	Weeks
	Meeting Prep Time	2-Aug-21	6-Aug-21	0.6 Wks
	Meeting	6-Aug-21	6-Aug-21	
	Meeting Minutes	6-Aug-21	10-Aug-21	0.6 Wks
	Meet with City Executive Team	9-Aug-21	9-Aug-21	
	Meet with Kelly and Joe - Schedule Review	11-Aug-21	11-Aug-21	
	Revisions to Programming Document/Plans per City Feedback	10-Aug-21	14-Aug-21	0.6 Wks
	Preliminary Probable Construction Cost Estimate	4-Aug-21	16-Aug-21	1.7 Wks
	Preliminary Construction Cost Estimate	28-Jul-21	16-Aug-21	2.7 Wks
	Design Team Fee Estimate	28-Jul-21	16-Aug-21	2.7 Wks
	Complete Masterplan and Community Outreach Report Document	16-Aug-21	31-Aug-21	2.1 Wks
	Prep for Community Engagement Round 2	16-Aug-21	29-Aug-21	1.9 Wks
	Meet with Community Outreach Team - Draft Round 2 Survey	16-Aug-21	16-Aug-21	
	Develop Public Presentation Draft	16-Aug-21	25-Aug-21	1.3 Wks
	OHM - Send Draft of Round 2 Survey to COF	20-Aug-21	20-Aug-21	
	S8D - Send Public Draft Presentation to COF	25-Aug-21	25-Aug-21	
	Incorporate Survey Comments	25-Aug-21	29-Aug-21	0.6 Wks
	Revisions to Presentations	25-Aug-21	30-Aug-21	0.7 Wks
	Develop Owner's Cx Project Requirements	16-Aug-21	30-Aug-21	2.0 Wks
	S8D Submit Final Presentation for 9/14 BOMA Worksession (Current Board)	31-Aug-21	31-Aug-21	
	Launch Survey and Release Report and Preliminary Masterplan/Round 2 Videos and Social Media	13-Sep-21	13-Sep-21	
	S8D - Draft of DRC Presentation	13-Sep-21	21-Sep-21	1.1 Wks
	S8D - Send DRC Presentation Draft to COF	21-Sep-21	21-Sep-21	
	S8D - Revise DRC Presentation	21-Sep-21	27-Sep-21	0.9 Wks
	Special BOMA Worksession Meeting - Community Outreach Results and Masterplan (Current Board)	28-Sep-21	28-Sep-21	
	S8D - Send Final DRC Presentation to COF for 10/4 DRC Meeting	28-Sep-21	28-Sep-21	
	DRC Meeting 3: Present Community Engagement Round 1 Results and Conceptual Masterplan	4-Oct-21	4-Oct-21	
	General Public Large Family Room Chat	5-Oct-21	5-Oct-21	
	Update Scope, Schedule, and Fees for Phase II (Schematic Design)	5-Oct-21	19-Dec-21	10.7 Wks
	Draft of Scope and Schedule for Phase II	5-Oct-21	25-Oct-21	2.9 Wks
	Submit Presentation for 12/9 FMPC/BOMA Joint Conceptual Workshop (Current Board)	22-Nov-21	22-Nov-21	
	FMPC/BOMA Joint Conceptual Workshop (Current Board)	9-Dec-21	9-Dec-21	
	Noted Masterplan based on Feedback from Community Engagement/DRC/BOMA	9-Dec-21	23-Dec-21	2.0 Wks
	Prepare Draft BOMA Presentation	9-Dec-21	23-Dec-21	2.0 Wks
	S8D/OHM - Submit Final Phase II PSA, Scope, Schedule, and Fees to City for Law 30 day Review	24-Dec-21	24-Dec-21	
	Submit Presentation for 2/8 BOMA Worksession	24-Jan-22	24-Jan-22	
	Release Final Masterplan Booklet and Final Revised Preliminary Masterplan (Inclusion of Noted Plan Deliverable)	26-Jan-22	26-Jan-22	
	Prepare Draft BOMA Presentation of Phase II Schedule, Scope, and Fee Presentation	26-Jan-22	15-Feb-22	2.9 Wks
	Submit Presentation for 2/22 BOMA Meeting	7-Feb-22	7-Feb-22	
	BOMA Worksession - Final Revised Conceptual Masterplan and Prelim. Construction Cost Estimate	8-Feb-22	8-Feb-22	
	Finalize Phase II Presentation	15-Feb-22	18-Feb-22	0.4 Wks
	Submit Phase II Presentation for 03/08 BOMA Worksession	21-Feb-22	21-Feb-22	
Milestone	BOMA Meeting - Resolution to Approve Concept. Master Plan and Prelim. Construction Cost Estimate	22-Feb-22	22-Feb-22	
	Adjust Phase II based on BOMA feedback (as required)	22-Feb-22	4-Mar-22	1.4 Wks
	Submit Phase II Presentation for 03/22 BOMA Meeting	7-Mar-22	7-Mar-22	
	BOMA Work Session - Review Phase II Scope, Schedule, and Fees	8-Mar-22	8-Mar-22	
Milestone	BOMA Meeting - Resolution to Approve Phase II Scope, Schedule and Fees	22-Mar-22	22-Mar-22	



File #: 21-02290

DATE: August 20, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
William Banks, Staff Engineer

SUBJECT:

Status Update On The Church Street Improvements Project.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the status update of the Church Street Improvements Project.

BACKGROUND/STAFF COMMENTS:

On August 13, 2019, BOMA approved Resolution 2019-68, A Resolution To Adopt The Project List For The FY 2019-2028 CIP. The Church Street Improvements Project, from Columbia Avenue to 1st Avenue South/Harpeth River, was approved at an estimate of \$11,231,644. On November 12, 2019, BOMA approved a PSA with CT Consultants, Inc., COF Contract No. 2019-0280, for the Preliminary/Functional Design of the Church Street Improvements Project. CT Consultants prepared "high-level" functional roadway and utility plans for the project area. The anticipated improvements include new water and sanitary sewer upgrades, a new 60-inch storm sewer system (proposed to help with the Parkview drainage concerns), considering the relocation of aerial utilities in to underground duct banks, new storm sewer infrastructure, new sidewalks, and upgraded street lighting. Coordination with the City Hall Facility Project was also done as well to update project scopes and help ensure each project's needs were met.

The preliminary/functional design includes the opportunity to relocate the overhead electrical and communication utilities to underground ductbanks, and also to install uniform decorative street lighting. Staff would like direction on how to proceed with street lighting and the undergrounding of utilities. Construction cost estimates were produced showing a few options below:

- A. Keeping overhead utilities (no decorative street lighting) - \$9,300,000
- B. Keeping overhead utilities (includes new decorative street lighting) - \$10,020,000
- C. Undergrounding of overhead utilities with new decorative street lights - \$10,800,000

The preliminary/functional plans and artist renderings are included for your review.

FINANCIAL IMPACT:

As stated above, the financial impact is shown below:

- A. Keeping overhead utilities (no decorative street lighting) - \$9,300,000
- B. Keeping overhead utilities (includes new decorative street lighting) - \$10,020,000
- C. Undergrounding of overhead utilities with new decorative street lights - \$10,800,000

RECOMMENDATION:

Staff is seeking input from the Board of Mayor and Aldermen on how to proceed with the project.

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	1UG

MARCH 3, 2021



LEGEND

- EX. RIGHT-OF-WAY / PROPERTY LINE
- MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.
- PROP. BRICK SIDEWALK
- PROP. CONCRETE SIDEWALK

NOTES

- THESE PLANS ARE PRELIMINARY AND ARE FOR REVIEW OF THE PROPOSED LAYOUT OF THE ROADWAY, SIDEWALKS, LIGHT POLES, UTILITIES AND MISC. RELATED IMPROVEMENTS. THE PLANS WILL BE FURTHER DEVELOPED IN THE FINAL ENGINEERING PHASE.
- ROADWAY AND SIDEWALK IMPROVEMENTS ARE DESIGNED TO BE WITHIN THE EXISTING R/W AS MUCH AS POSSIBLE, WITH THE EXCEPTION OF:
 - LIGHT AND/OR UTILITY POLES ARE PROPOSED TO BE LOCATED AT THE BACK OF SIDEWALK. IN THESE AREAS, THE SIDEWALK WIDTH WAS EXTENDED TO ENCOMPASS THE POLES, AND EASEMENTS/ACQUISITIONS MAY BE REQUIRED.
 - SOME PORTIONS OF THE SIDEWALK AT INTERSECTIONS/CORNERS ENCR OACH OUTSIDE OF THE R/W TO ACCOMMODATE ACCESSIBLE CURB RAMP S AND WILL REQUIRE EASEMENTS/ACQUISITIONS.
 - SOME PARKING LOT BUFFERS AT THE BACK OF SIDEWALK ENCR OACH OUTSIDE OF THE R/W AND WILL REQUIRE EASEMENTS/ACQUISITIONS; LIGHT POLES ALSO WILL NEED TO BE LOCATED IN SOME OF THESE BUFFERS.
 - TEMPORARY CONSTRUCTION EASEMENTS AND SLOPE EASEMENTS ARE ALSO ANTICIPATED TO BE REQUIRED FOR CONSTRUCTION OF PROPOSED IMPROVEMENTS.
- PROPOSED IMPROVEMENTS INDICATED ON THE NORTH SIDE OF CHURCH ST. ADJACENT TO CITY HALL ENCR OACH INTO THE EXISTING PARKING LOT; IT IS RECOMMENDED THAT THE DESIGN OF THE NEW CITY HALL BUILDING AND SITE DESIGN COORDINATE WITH THIS PROPOSED ALIGNMENT. IT IS FURTHER RECOMMENDED THAT THE DESIGN OF THE NEW CITY HALL COMPLEX ACCOMMODATES ON-STREET PARALLEL PARKING ON THE NORTH SIDE OF CHURCH ST. BETWEEN 3RD AVE. AND 2ND AVE. (ON-STREET PARALLEL PARKING IN THIS LOCATION IS CURRENTLY NOT SHOWN ON THESE PLANS, AND WILL REQUIRE THE ROADWAY WIDTH TO BE EXTENDED APPROX. 6' - 8' FURTHER TO THE NORTH TO ACCOMMODATE ON-STREET PARALLEL PARKING). THESE PLANS WILL NEED TO BE COORDINATED WITH THE PLANS BEING DEVELOPED FOR THE NEW CITY HALL COMPLEX AS THEY ARE FURTHER DEVELOPED.
- IT IS RECOMMENDED THAT THE PLANS FOR THE NEW CITY HALL ARE DESIGNED TO WORK WITH THE SIDEWALK ALIGNMENT INDICATED ON THESE PLANS ALONG 3RD AVE., ADJACENT TO THE PROPOSED CITY HALL, AND IN ACCORDANCE WITH PREVIOUS DESIGN DEVELOPMENT PLANS PREPARED FOR 3RD AVE. N.

PREPARED BY

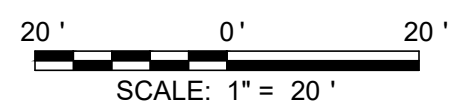
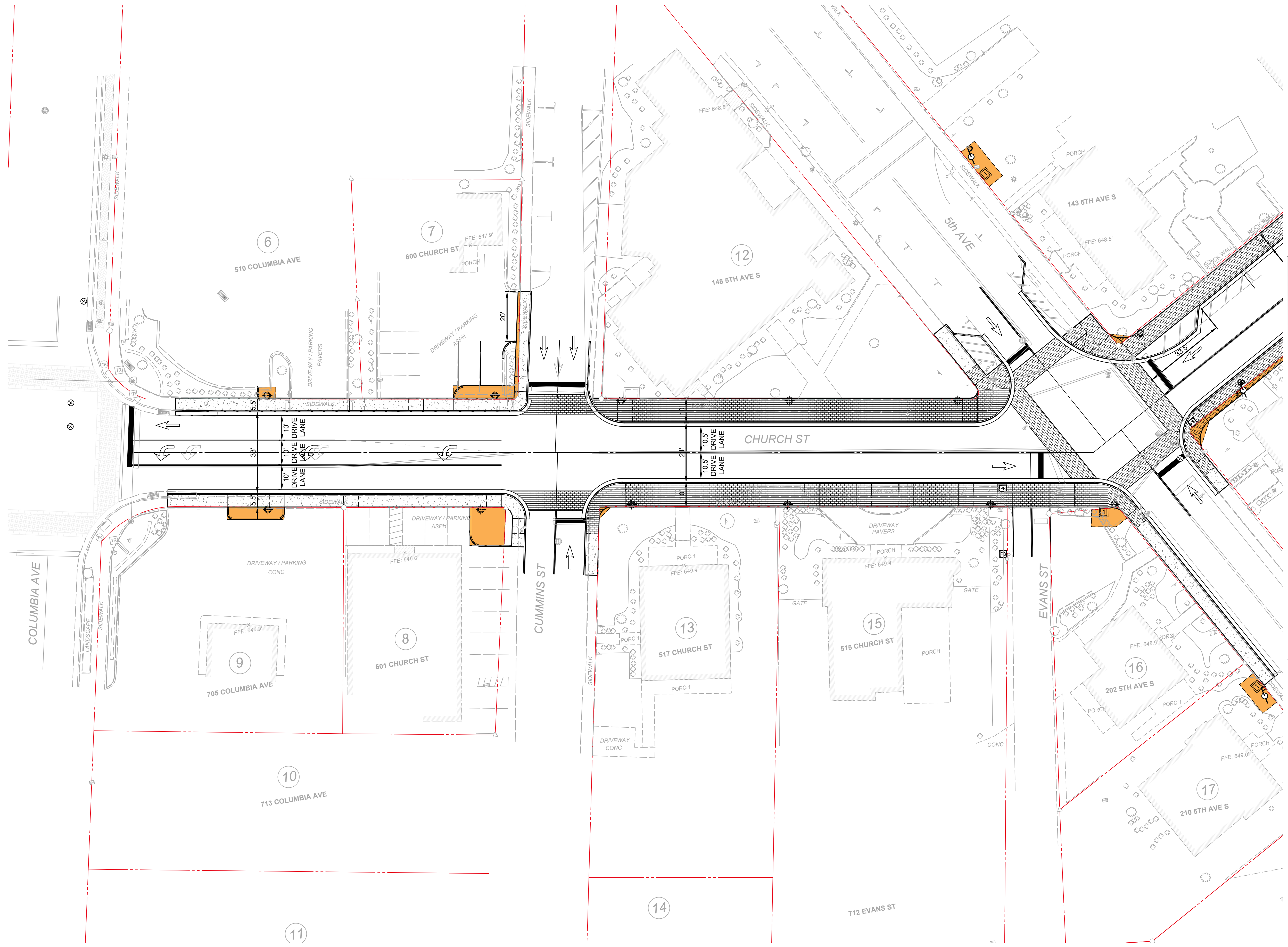


CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPE TH RIVER

PRELIMINARY LAYOUT
(UNDERGROUND)

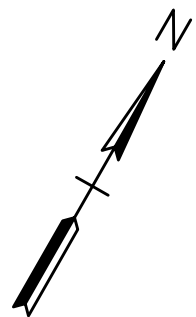
COLUMBIA AVE. TO
TO 5TH AVE.
SCALE: 1"=20'



TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL
INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	2UG

MARCH 3, 2021



LEGEND

- EX. RIGHT-OF-WAY / PROPERTY LINE
- MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.
- PROP. BRICK SIDEWALK
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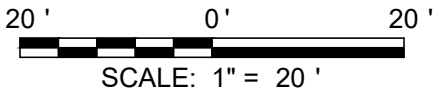
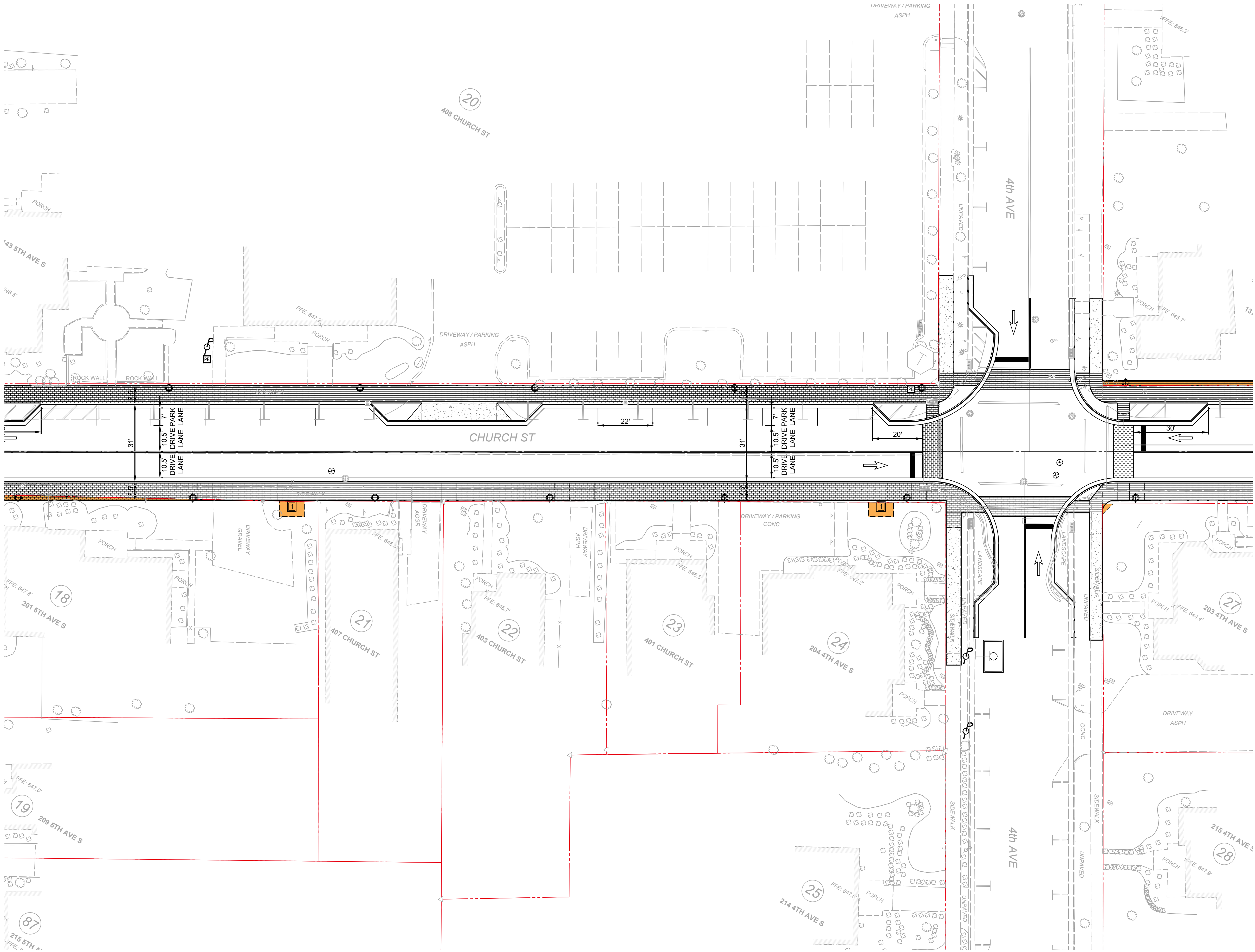


CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPETH RIVER

PRELIMINARY LAYOUT
(UNDERGROUND)

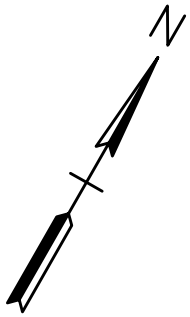
5TH AVE.
TO 4TH AVE.
SCALE: 1"=20'



TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL
INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	3UG

MARCH 3, 2021



LEGEND

EX. RIGHT-OF-WAY / PROPERTY LINE

MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.

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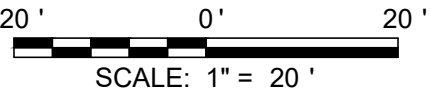
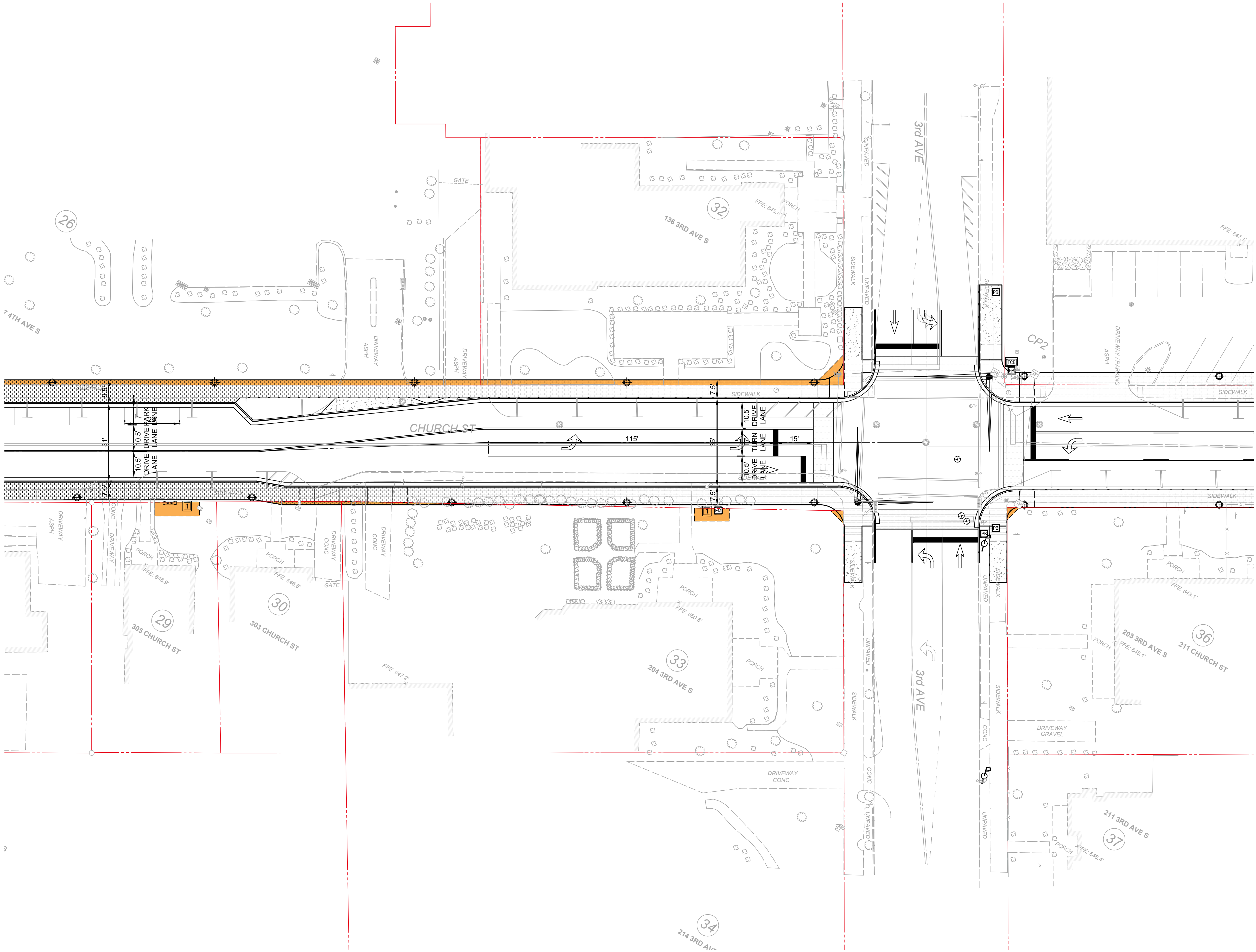


CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPETH RIVER

PRELIMINARY LAYOUT
(UNDERGROUND)

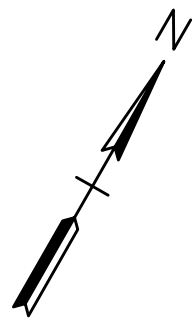
4TH AVE.
TO 3RD AVE.
SCALE: 1"=20'



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TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	4UG

MARCH 3, 2021



LEGEND

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PREPARED BY



CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPETH RIVER

PRELIMINARY LAYOUT
(UNDERGROUND)

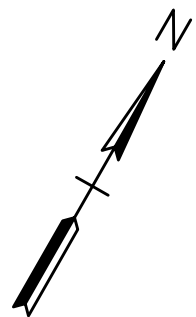
3RD AVE.
TO 2ND AVE.
SCALE: 1"=20'

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INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

20' 0' 20'
SCALE: 1" = 20'

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	5UG

MARCH 3, 2021



LEGEND

EX. RIGHT-OF-WAY / PROPERTY LINE

MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.

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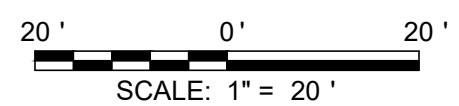
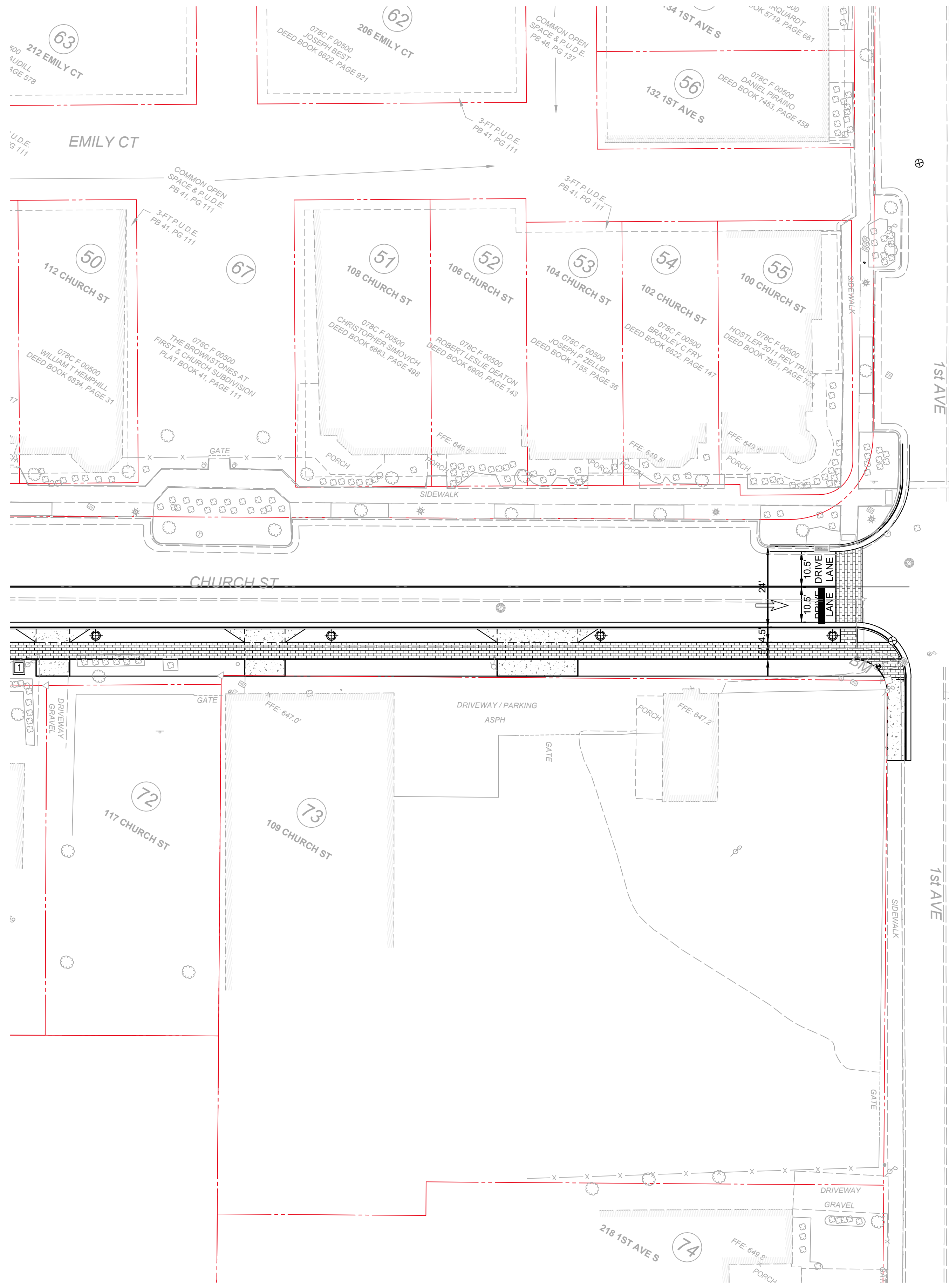
engineers
architects
planners

CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPETH RIVER

PRELIMINARY LAYOUT
(UNDERGROUND)

2ND AVE.
TO 1ST AVE.
SCALE: 1"=20'



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TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	1UG-A

MARCH 3, 2021



LEGEND

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PROPOSED ELECTRIC:

- LIGHT-UG LIGHT-UG LIGHT-UG ELEC LIGHTING - UG
ELEC-UG ELEC MTEM - UG
ELEC-UG ELEC MTEM - OH
POLE - LIGHT POLE - ELECTRIC
TRANSFORMER
PULLBOX
METER PEDESTAL
MANHOLE

PROPOSED TELECOMMUNICATIONS:

- COMM-UG COMM-UG COMCAST - UG

PROPOSED GAS:

- GAS GAS LINE

PROPOSED SANITARY:

- SAN SANITARY LINE
SANITARY MANHOLE

PROPOSED STORM:

- X STM STORM LINE
STM STORM LINE
STM STORM MANHOLE
CURB INLET

PROPOSED WATER:

- WAT WATER LINE



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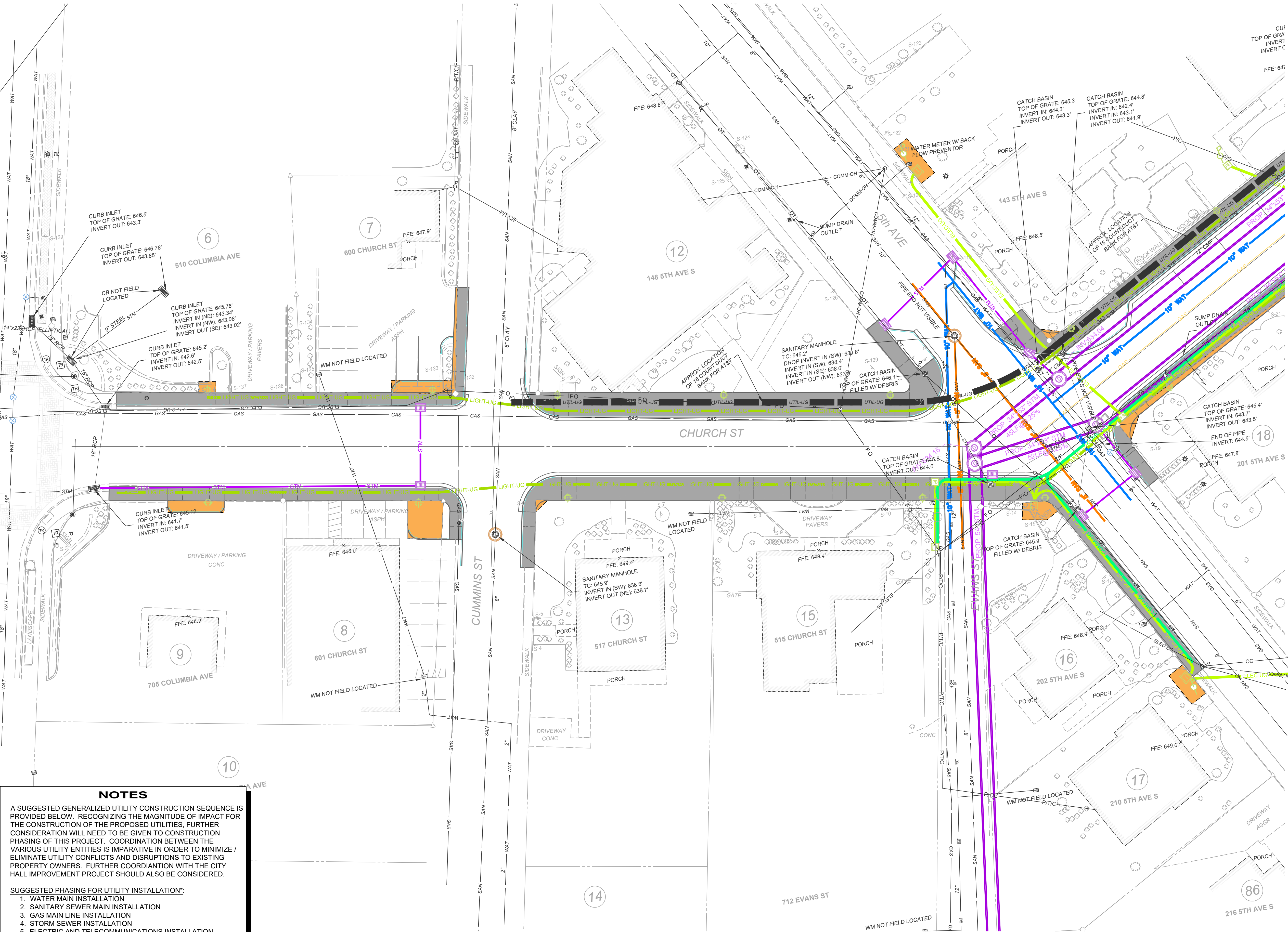


CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPEETH RIVER

FUNCTIONAL UTILITY
PLAN (UNDERGROUND)

COLUMBIA AVE.
TO 5TH AVE.
SCALE: 1"=20'



NOTES

A SUGGESTED GENERALIZED UTILITY CONSTRUCTION SEQUENCE IS PROVIDED BELOW. RECOGNIZING THE MAGNITUDE OF IMPACT FOR THE CONSTRUCTION OF THE PROPOSED UTILITIES, FURTHER CONSIDERATION WILL NEED TO BE GIVEN TO CONSTRUCTION PHASING OF THIS PROJECT. COORDINATION BETWEEN THE VARIOUS UTILITY ENTITIES IS IMPERATIVE IN ORDER TO MINIMIZE / ELIMINATE UTILITY CONFLICTS AND DISRUPTIONS TO EXISTING PROPERTY OWNERS. FURTHER COORDINATION WITH THE CITY HALL IMPROVEMENT PROJECT SHOULD ALSO BE CONSIDERED.

SUGGESTED PHASING FOR UTILITY INSTALLATION*:

1. WATER MAIN INSTALLATION
2. SANITARY SEWER MAIN INSTALLATION
3. GAS MAIN LINE INSTALLATION
4. STORM SEWER INSTALLATION
5. ELECTRIC AND TELECOMMUNICATIONS INSTALLATION

* SIMULTANEOUS INSTALLATION FOR PORTIONS OF VARIOUS UTILITIES MAY BE REQUIRED.

20' 0' 20'
SCALE: 1" = 20'

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PRELIM.	2021	COF NO. 2019-0280	10H

MARCH 3, 2021

N

LEGEND

EX. RIGHT-OF-WAY / PROPERTY LINE

MINIMUM KNOWN LIMITS FOR OVERHEAD UTILITY EASEMENTS.

MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.

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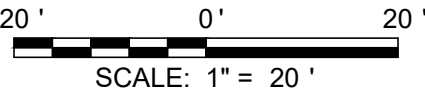
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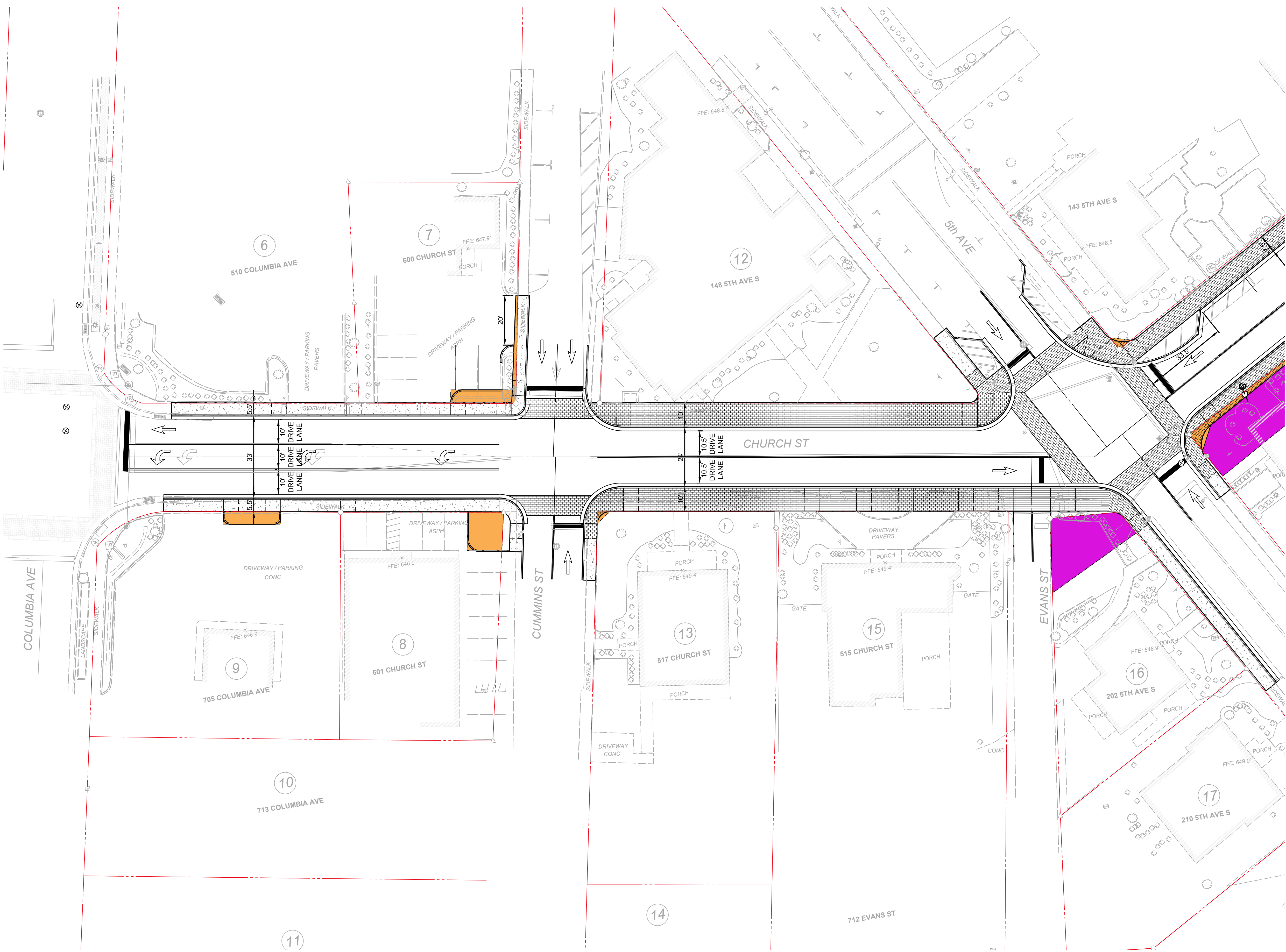
PRELIMINARY DESIGN OF CHURCH
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SOUTH / HARPETH RIVER

PRELIMINARY LAYOUT
(OVERHEAD)

COLUMBIA AVE. TO
TO 5TH AVE.
SCALE: 1"=20'

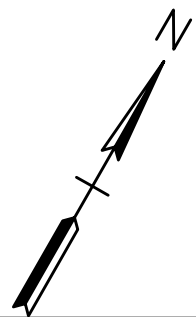


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LEGEND

EX. RIGHT-OF-WAY / PROPERTY LINE

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consultants

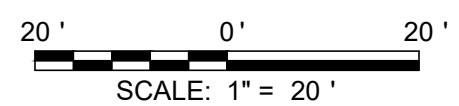
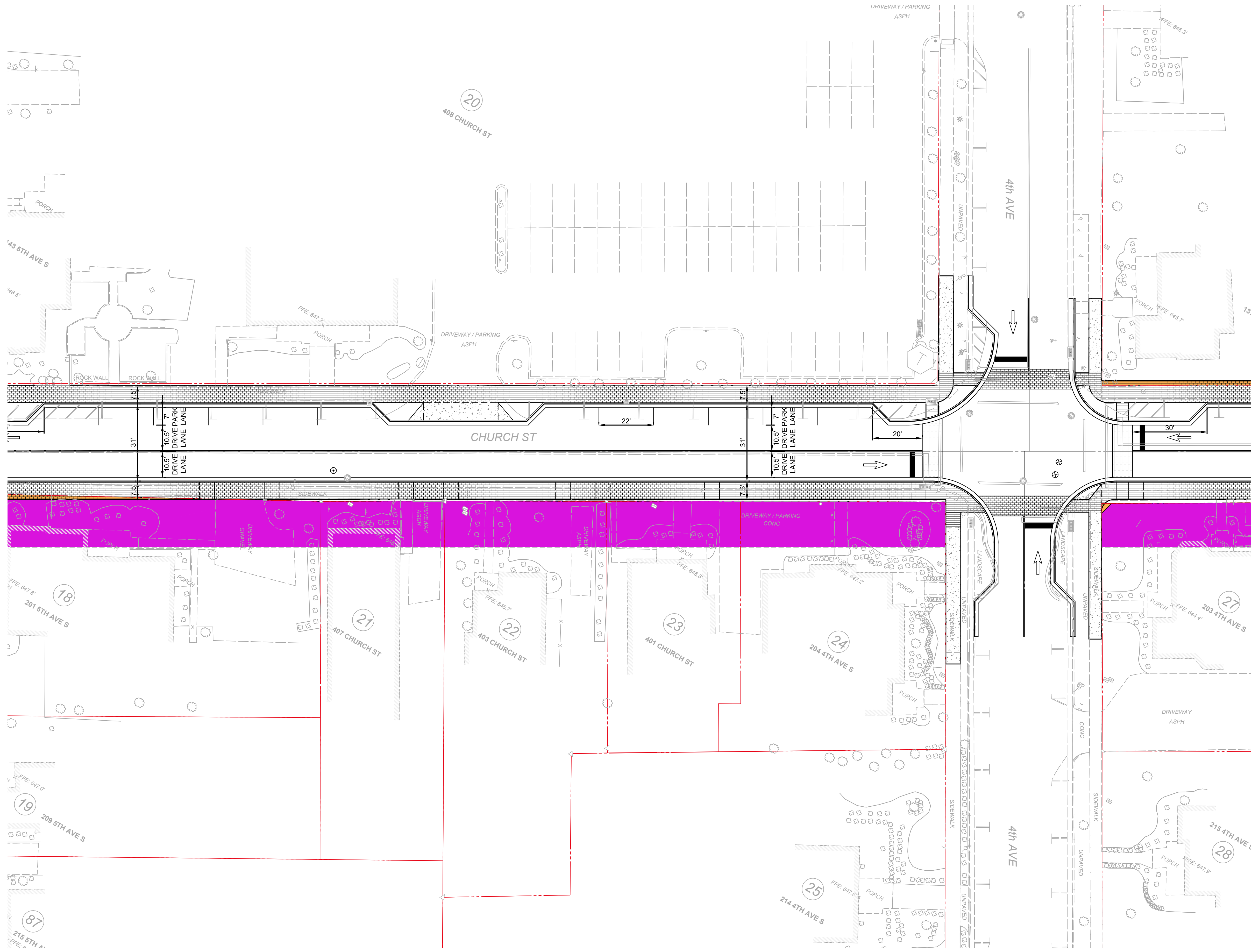
engineers
architects
planners

CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPETH RIVER

PRELIMINARY LAYOUT
(OVERHEAD)

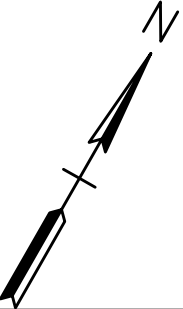
5TH AVE.
TO 4TH AVE.
SCALE: 1"=20'



TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL
INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	30H

MARCH 3, 2021



LEGEND

EX. RIGHT-OF-WAY / PROPERTY LINE

MINIMUM KNOWN LIMITS FOR OVERHEAD UTILITY EASEMENTS.

MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.

PROP. BRICK SIDEWALK

PROP. CONCRETE SIDEWALK

NOTES

- THESE PLANS ARE PRELIMINARY AND ARE FOR REVIEW OF THE PROPOSED LAYOUT OF THE ROADWAY, SIDEWALKS, LIGHT POLES, UTILITIES AND MISC. RELATED IMPROVEMENTS. THE PLANS WILL BE FURTHER DEVELOPED IN THE FINAL ENGINEERING PHASE.
- ROADWAY AND SIDEWALK IMPROVEMENTS ARE DESIGNED TO BE WITHIN THE EXISTING R/W AS MUCH AS POSSIBLE, WITH THE EXCEPTION OF:
 - LIGHT AND/OR UTILITY POLES ARE PROPOSED TO BE LOCATED AT THE BACK OF SIDEWALK. IN THESE AREAS, THE SIDEWALK WIDTH WAS EXTENDED TO ENCOMPASS THE POLES, AND EASEMENTS/ACQUISITIONS MAY BE REQUIRED.
 - SOME PORTIONS OF THE SIDEWALK AT INTERSECTIONS/CORNERS ENCR OACH OUTSIDE OF THE R/W TO ACCOMMODATE ACCESSIBLE CURB RAMPS AND WILL REQUIRE EASEMENTS/ACQUISITIONS.
 - SOME PARKING LOT BUFFERS AT THE BACK OF SIDEWALK ENCR OACH OUTSIDE OF THE R/W AND WILL REQUIRE EASEMENTS/ACQUISITIONS; LIGHT POLES ALSO WILL NEED TO BE LOCATED IN SOME OF THESE BUFFERS.
 - TEMPORARY CONSTRUCTION EASEMENTS AND SLOPE EASEMENTS ARE ALSO ANTICIPATED TO BE REQUIRED FOR CONSTRUCTION OF PROPOSED IMPROVEMENTS.
- PROPOSED IMPROVEMENTS INDICATED ON THE NORTH SIDE OF CHURCH ST. ADJACENT TO CITY HALL ENCR OACH INTO THE EXISTING PARKING LOT; IT IS RECOMMENDED THAT THE DESIGN OF THE NEW CITY HALL BUILDING AND SITE DESIGN COORDINATE WITH THIS PROPOSED ALIGNMENT. IT IS FURTHER RECOMMENDED THAT THE DESIGN OF THE NEW CITY HALL COMPLEX ACCOMMODATES ON-STREET PARALLEL PARKING ON THE NORTH SIDE OF CHURCH ST. BETWEEN 3RD AVE. AND 2ND AVE. (ON-STREET PARALLEL PARKING IN THIS LOCATION IS CURRENTLY NOT SHOWN ON THESE PLANS, AND WILL REQUIRE THE ROADWAY WIDTH TO BE EXTENDED APPROX. 6' - 8' FURTHER TO THE NORTH TO ACCOMMODATE ON-STREET PARALLEL PARKING). THESE PLANS WILL NEED TO BE COORDINATED WITH THE PLANS BEING DEVELOPED FOR THE NEW CITY HALL COMPLEX AS THEY ARE FURTHER DEVELOPED.
- IT IS RECOMMENDED THAT THE PLANS FOR THE NEW CITY HALL ARE DESIGNED TO WORK WITH THE SIDEWALK ALIGNMENT INDICATED ON THESE PLANS ALONG 3RD AVE., ADJACENT TO THE PROPOSED CITY HALL, AND IN ACCORDANCE WITH PREVIOUS DESIGN DEVELOPMENT PLANS PREPARED FOR 3RD AVE. N.

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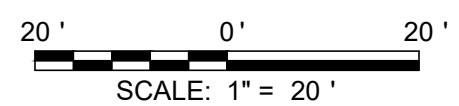
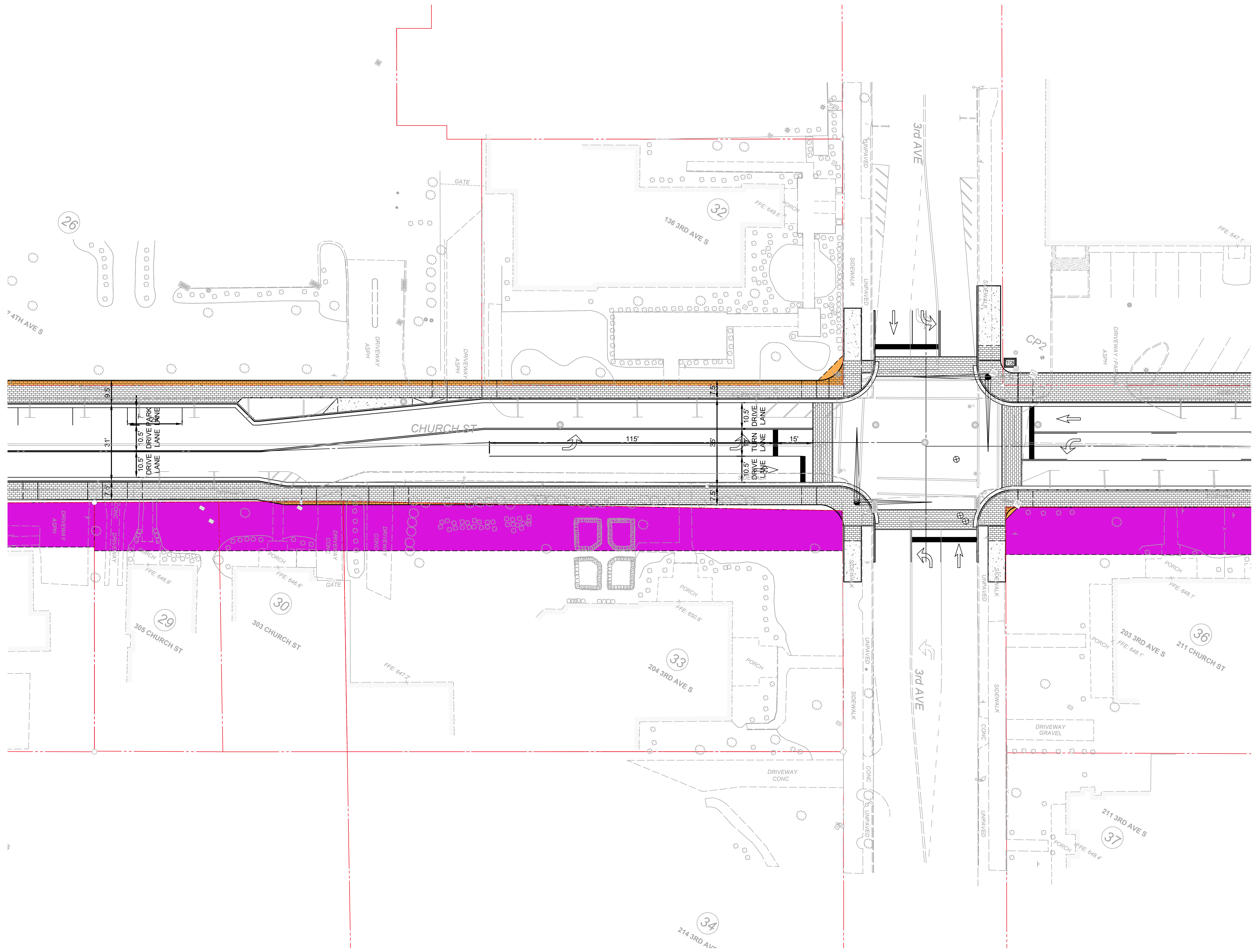
engineers
architects
planners

CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH STREET IMPROVEMENT PROJECT, FROM COLUMBIA AVENUE TO 1ST AVENUE SOUTH / HARPETH RIVER

PRELIMINARY LAYOUT (OVERHEAD)

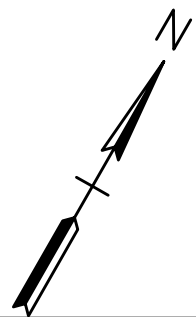
4TH AVE.
TO 3RD AVE.
SCALE: 1"=20'



TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	40H

MARCH 3, 2021



LEGEND

EX. RIGHT-OF-WAY / PROPERTY LINE

MINIMUM KNOWN LIMITS FOR OVERHEAD UTILITY EASEMENTS.

MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.

PROP. BRICK SIDEWALK

PROP. CONCRETE SIDEWALK

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CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH STREET IMPROVEMENT PROJECT, FROM COLUMBIA AVENUE TO 1ST AVENUE SOUTH / HARPETH RIVER

PRELIMINARY LAYOUT (OVERHEAD)

3RD AVE.
TO 2ND AVE.
SCALE: 1"=20'

TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

20' 0' 20'
SCALE: 1"= 20'

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	50H

MARCH 3, 2021

LEGEND

- EX. RIGHT-OF-WAY / PROPERTY LINE
- MINIMUM KNOWN LIMITS FOR OVERHEAD UTILITY EASEMENTS.
- MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.
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- PROP. CONCRETE SIDEWALK

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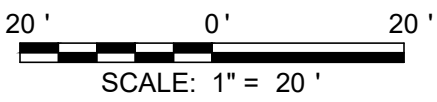


CITY OF FRANKLIN
WILLAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPEETH RIVER

PRELIMINARY LAYOUT
(OVERHEAD)

2ND AVE.
TO 1ST AVE.
SCALE: 1"=20'



TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL
INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	10H-A

MARCH 3, 2021



LEGEND

	EX. RIGHT-OF-WAY / PROPERTY LINE
	MINIMUM KNOWN LIMITS FOR OVERHEAD UTILITY EASEMENTS.
	MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.

PROPOSED OVERHEAD UTILITIES:

UTIL-OH MISC. UTILITIES - OH
POLE - UTILITY

PROPOSED GAS:

— GAS — GAS LINE

PROPOSED SANITARY:

 SAN SANITARY LINE
 SANITARY MANHOLE

PROPOSED STORM:



The diagram shows a vertical cross-section of a road surface. At the top, a horizontal line is labeled "X" STM". Below this, a horizontal line is labeled "STM". Below the "STM" line, there is a circular symbol with a "D" inside, representing a storm manhole. Below the circular symbol, there is a rectangular symbol with vertical lines, representing a curb inlet. To the right of these symbols, the following text is listed: "STORM LINE", "STORM LINE", "STORM MANHOLE", and "CURB INLET".

PROPOSED WATER:

A horizontal blue line representing a water line. The word "WAT" is written in blue above the line, and "WATER LINE" is written in black above the line to the right.



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**CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE**

**PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPETH RIVER**

FUNCTIONAL UTILITY
PLAN (OVERHEAD)

COLUMBIA AVE.
TO 5TH AVE.
SCALE: 1"=20'

NOTES

A SUGGESTED GENERALIZED UTILITY CONSTRUCTION SEQUENCE IS PROVIDED BELOW. RECOGNIZING THE MAGNITUDE OF IMPACT FOR THE CONSTRUCTION OF THE PROPOSED UTILITIES, FURTHER CONSIDERATION WILL NEED TO BE GIVEN TO CONSTRUCTION PHASING OF THIS PROJECT. COORDINATION BETWEEN THE VARIOUS UTILITY ENTITIES IS IMPERATIVE IN ORDER TO MINIMIZE / ELIMINATE UTILITY CONFLICTS AND DISRUPTIONS TO EXISTING PROPERTY OWNERS. FURTHER COORDINATION WITH THE CITY HALL IMPROVEMENT PROJECT SHOULD ALSO BE CONSIDERED.

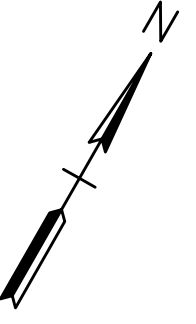
SUGGESTED PHASING FOR UTILITY INSTALLATION*:

1. WATER MAIN INSTALLATION
2. SANITARY SEWER MAIN INSTALLATION
3. GAS MAIN LINE INSTALLATION
4. STORM SEWER INSTALLATION
5. ELECTRIC AND TELECOMMUNICATIONS INSTALLATION

* SIMULTANEOUS INSTALLATION FOR PORTIONS OF VARIOUS UTILITIES MAY BE REQUIRED.

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	2B

MARCH 3, 2021



LEGEND

EX. RIGHT-OF-WAY / PROPERTY LINE

MINIMUM KNOWN LIMITS FOR OVERHEAD UTILITY EASEMENTS.

MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.

PROPOSED OVERHEAD UTILITIES:

UTIL-OH

MISC. UTILITIES - OH

POLE - UTILITY

PROPOSED GAS:

GAS

GAS LINE

PROPOSED SANITARY:

SAN

SANITARY LINE

SANITARY MANHOLE

PROPOSED STORM:

X" STM

STORM LINE

STORM LINE

STORM MANHOLE

CURB INLET

PROPOSED WATER:

WAT

WATER LINE



PREPARED BY

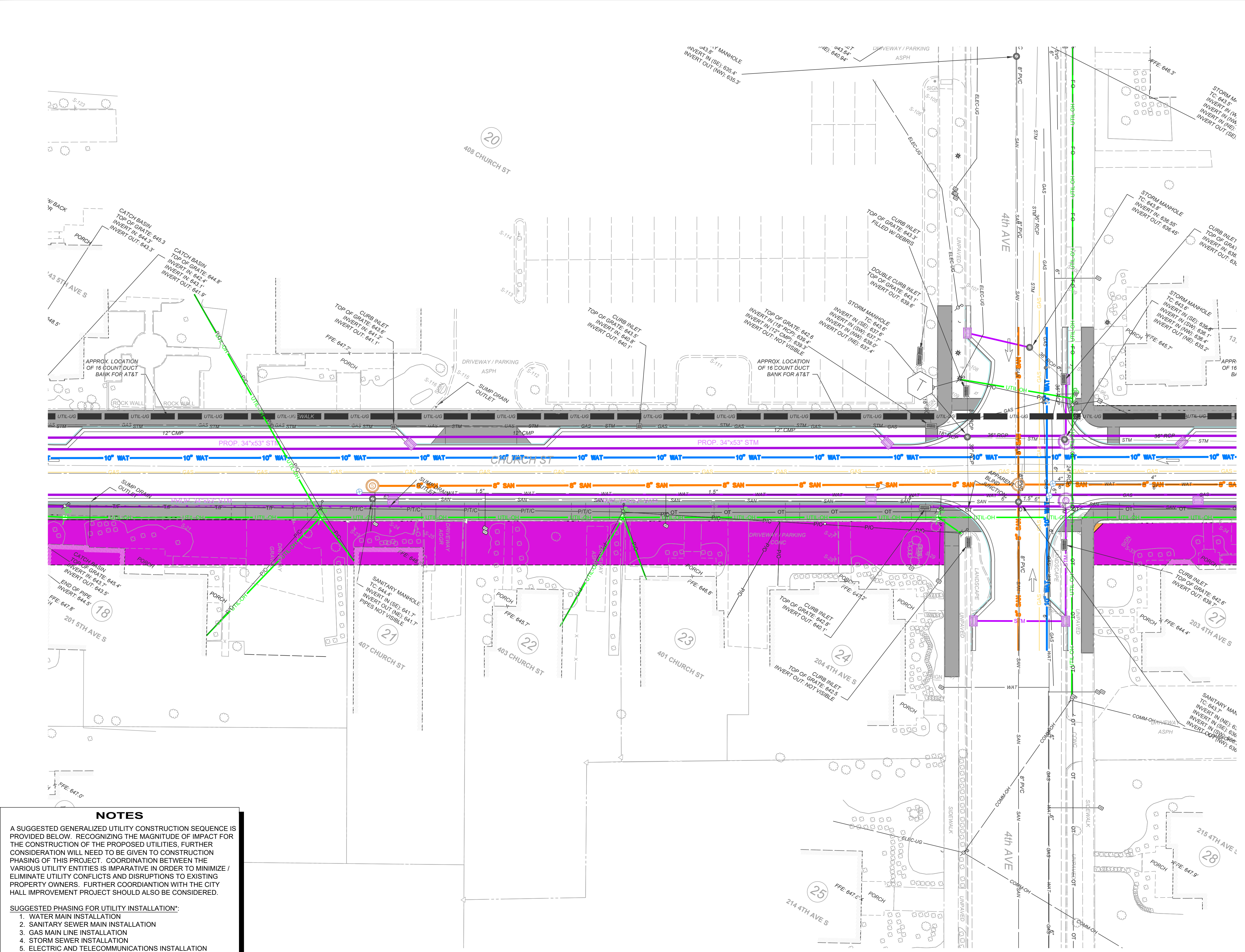


CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPEETH RIVER

FUNCTIONAL UTILITY
PLAN (OVERHEAD)

5TH AVE.
TO 4TH AVE.
SCALE: 1"=20'

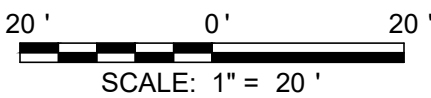


NOTES

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1. WATER MAIN INSTALLATION
 2. SANITARY SEWER MAIN INSTALLATION
 3. GAS MAIN LINE INSTALLATION
 4. STORM SEWER INSTALLATION
 5. ELECTRIC AND TELECOMMUNICATIONS INSTALLATION

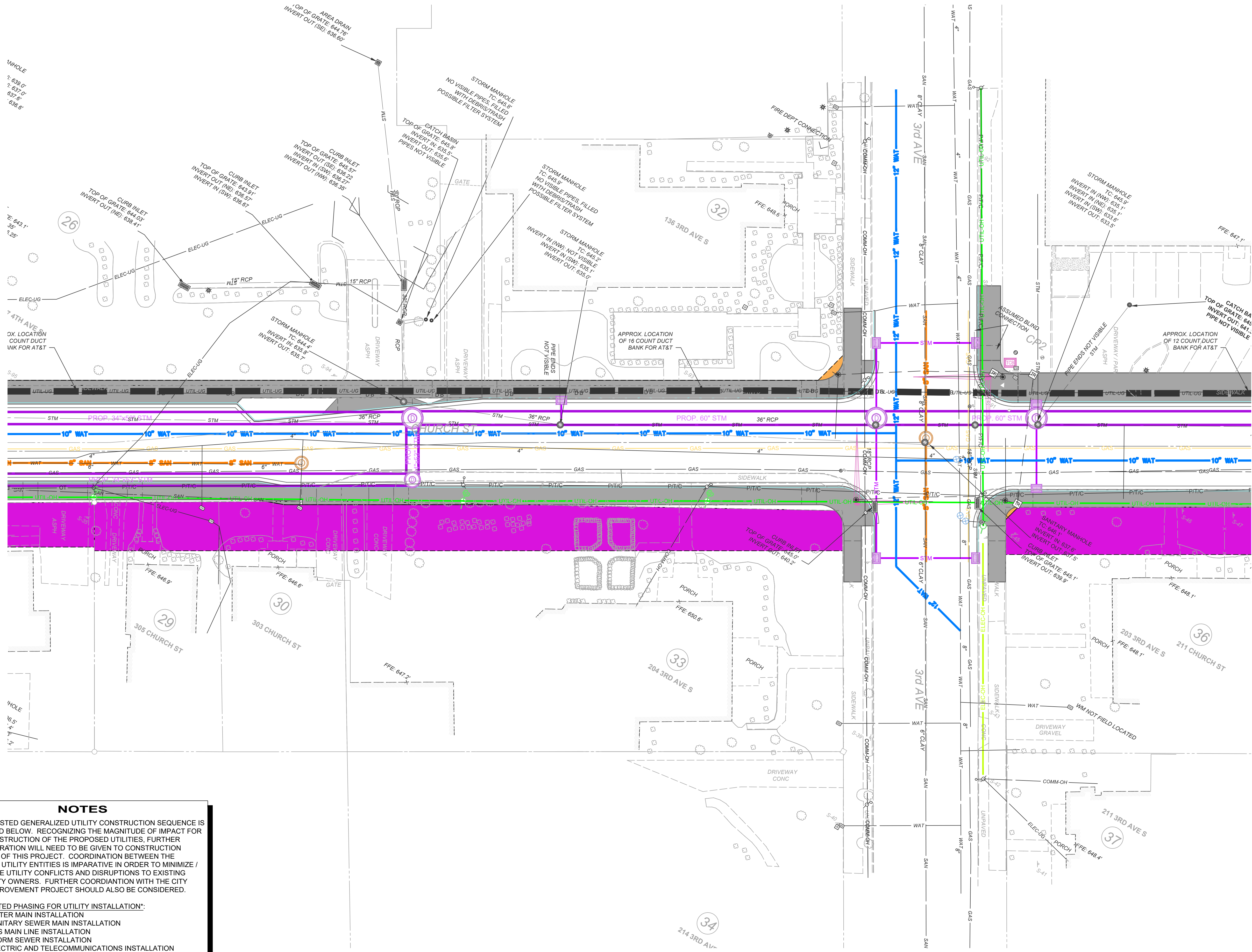
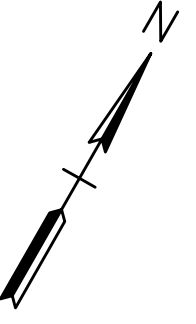
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TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL
INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	3B

MARCH 3, 2021



LEGEND

EX. RIGHT-OF-WAY / PROPERTY LINE

MINIMUM KNOWN LIMITS FOR OVERHEAD UTILITY EASEMENTS.

MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.

PROPOSED OVERHEAD UTILITIES:

UTIL-OH

MISC. UTILITIES - OH

POLE - UTILITY

PROPOSED GAS:

GAS

GAS LINE

PROPOSED SANITARY:

SAN

SANITARY LINE

SANITARY MANHOLE

PROPOSED STORM:

X STM

STORM LINE

STORM LINE

STORM MANHOLE

CURB INLET

PROPOSED WATER:

WAT

WATER LINE



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CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH STREET IMPROVEMENT PROJECT, FROM COLUMBIA AVENUE TO 1ST AVENUE SOUTH / HARPETH RIVER

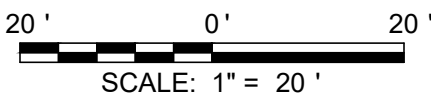
FUNCTIONAL UTILITY PLAN (OVERHEAD)
4TH AVE. TO 3RD AVE.
SCALE: 1"=20'

NOTES

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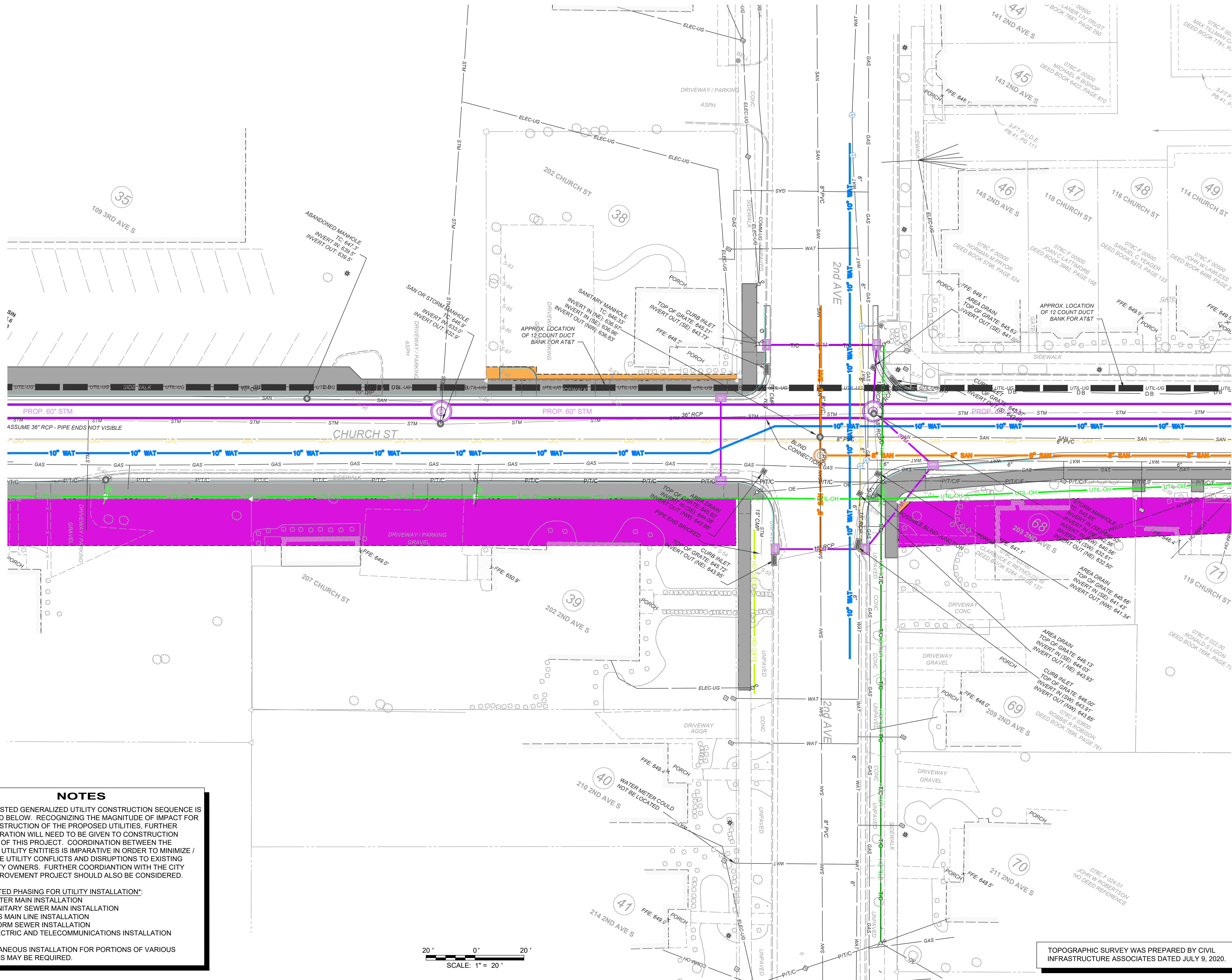
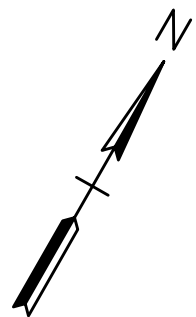
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TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	4B

MARCH 3, 2021



LEGEND

EX. RIGHT-OF-WAY / PROPERTY LINE

MINIMUM KNOWN LIMITS FOR OVERHEAD UTILITY EASEMENTS.

MINIMUM KNOWN LIMITS FOR EASEMENTS AND RIGHT-OF-WAY ACQUISITIONS. ADDITIONAL IMPACTS ARE ANTICIPATED.

PROPOSED OVERHEAD UTILITIES:

UTIL-OH

MISC. UTILITIES - OH

POLE - UTILITY

PROPOSED GAS:

GAS

GAS LINE

PROPOSED SANITARY:

SAN

SANITARY LINE

SANITARY MANHOLE

PROPOSED STORM:

X STM

STORM LINE

STORM LINE

STORM MANHOLE

CURB INLET

PROPOSED WATER:

WAT

WATER LINE



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**CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE**

**PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPEETH RIVER**

**FUNCTIONAL UTILITY
PLAN (OVERHEAD)**

3RD AVE.
TO 2ND AVE.
SCALE: 1"=20'

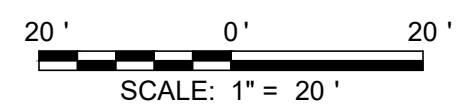
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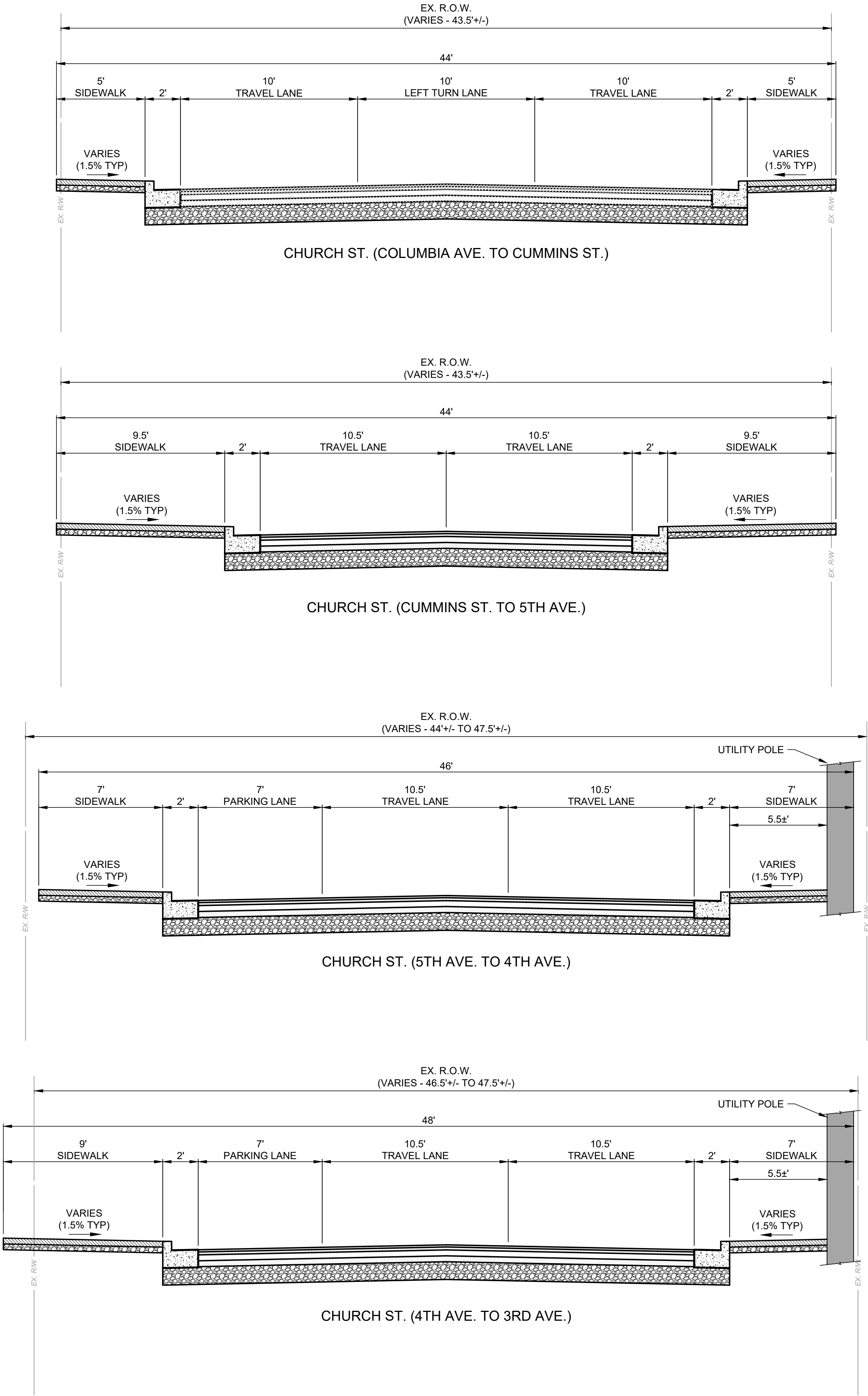
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TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	10H-T

MARCH 3, 2021



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planners

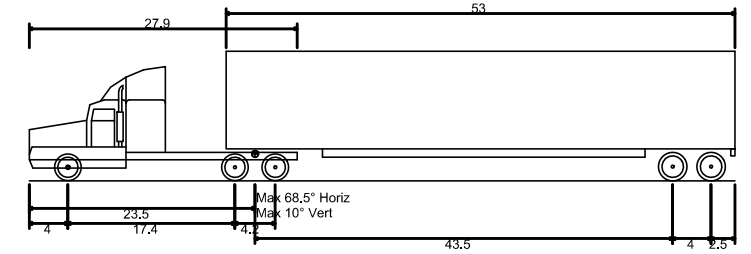
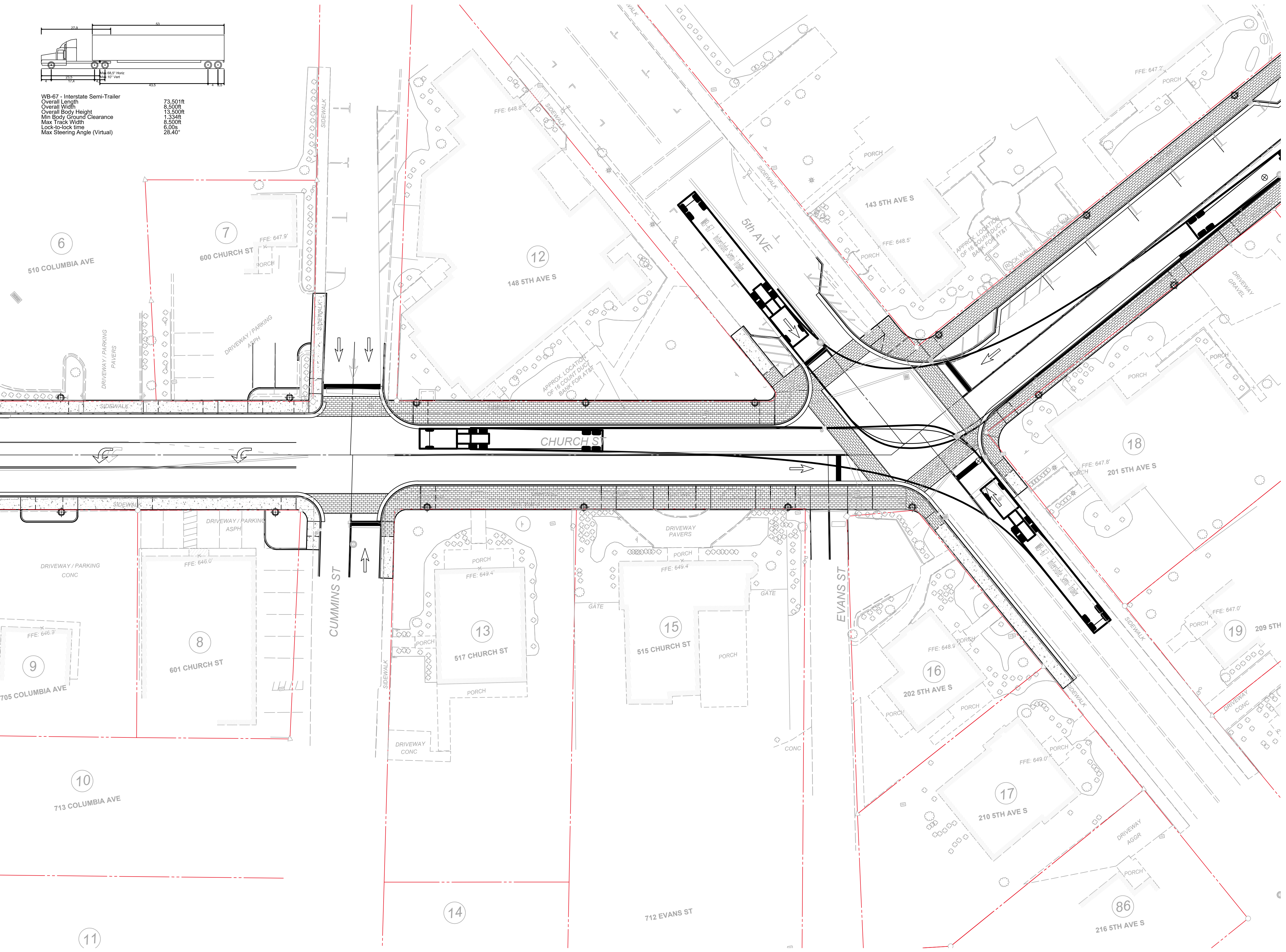
**CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE**

**PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPETH RIVER**

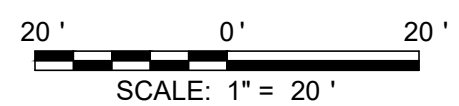
**TYPICAL
SECTIONS
(OVERHEAD)**

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	T1

MARCH 3, 2021



WB-67 - Interstate Semi-Trailer
Overall Length 73.501ft
Overall Width 8.500ft
Overall Body Height 13.500ft
Min Body Ground Clearance 1.334ft
Max Track Width 8.500ft
Lock-to-lock time 6.00s
Max Steering Angle (Virtual) 28.40°



TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL
INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

PREPARED BY

your trusted advisor
consultants

engineers
architects
planners

**CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE**

**PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPETH RIVER**

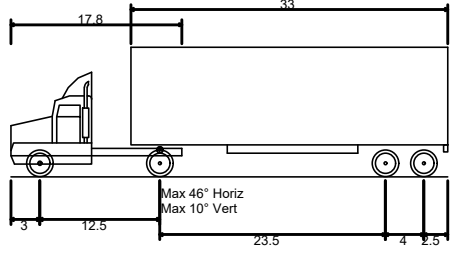
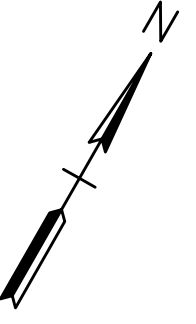
**TRUCK TURNING
MOVEMENT (PROP.)**

CHURCH ST. / 5TH AVE.
INTERSECTION

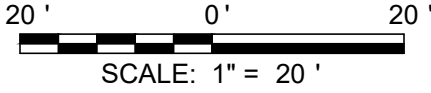
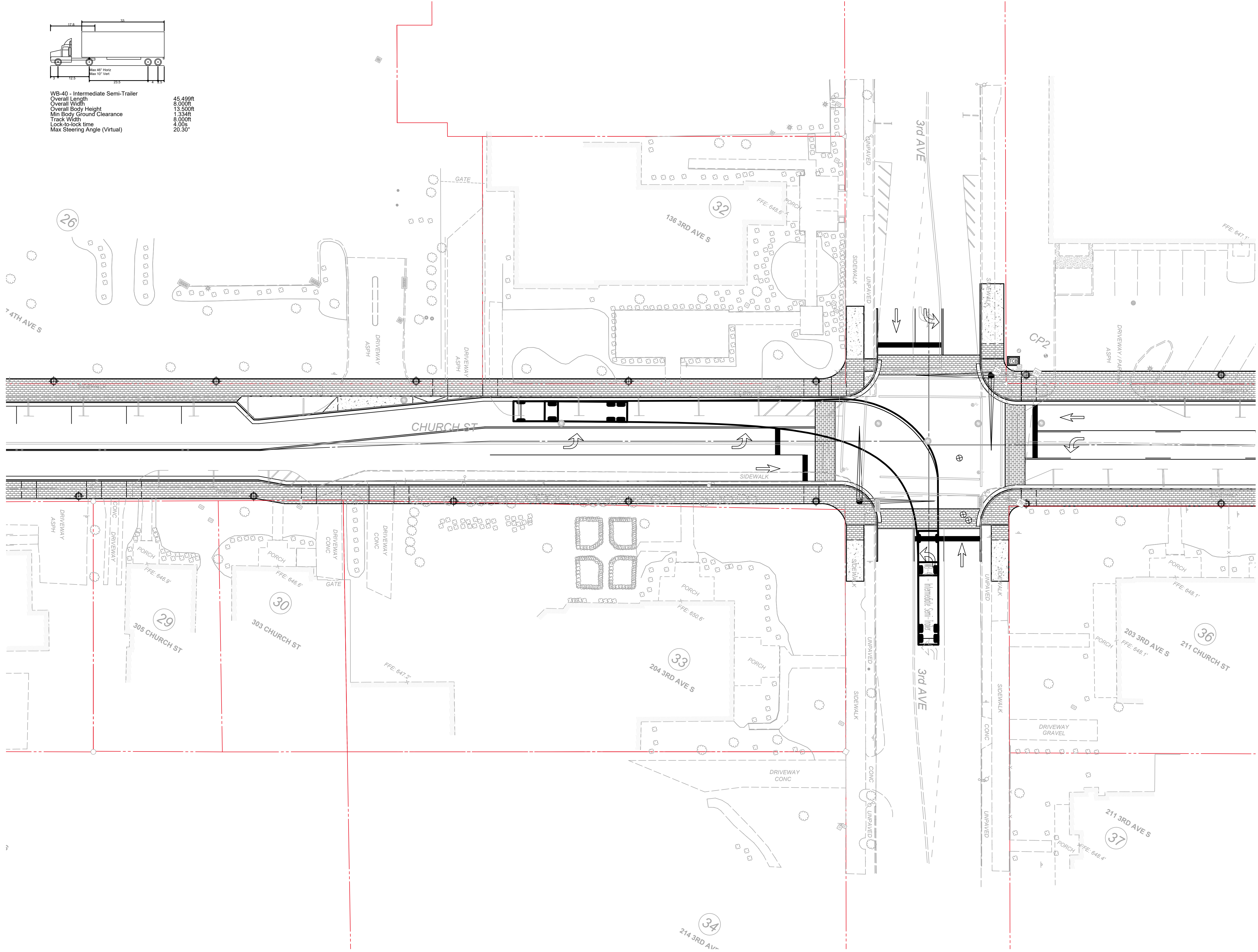
SCALE: 1"=20'

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	T2

MARCH 3, 2021



WB-40 - Intermediate Semi-Trailer
Overall Length 45.499ft
Overall Width 8.000ft
Overall Body Height 13.500ft
Min Body Ground Clearance 1.334ft
Track Width 8.000ft
Lock-to-lock time 4.00s
Max Steering Angle (Virtual) 20.30°



TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL
INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

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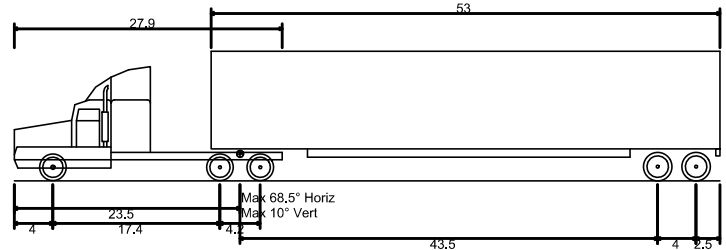
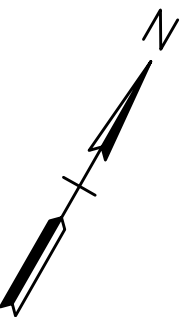
CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPETH RIVER

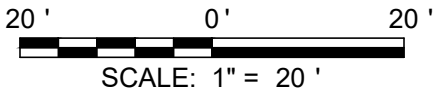
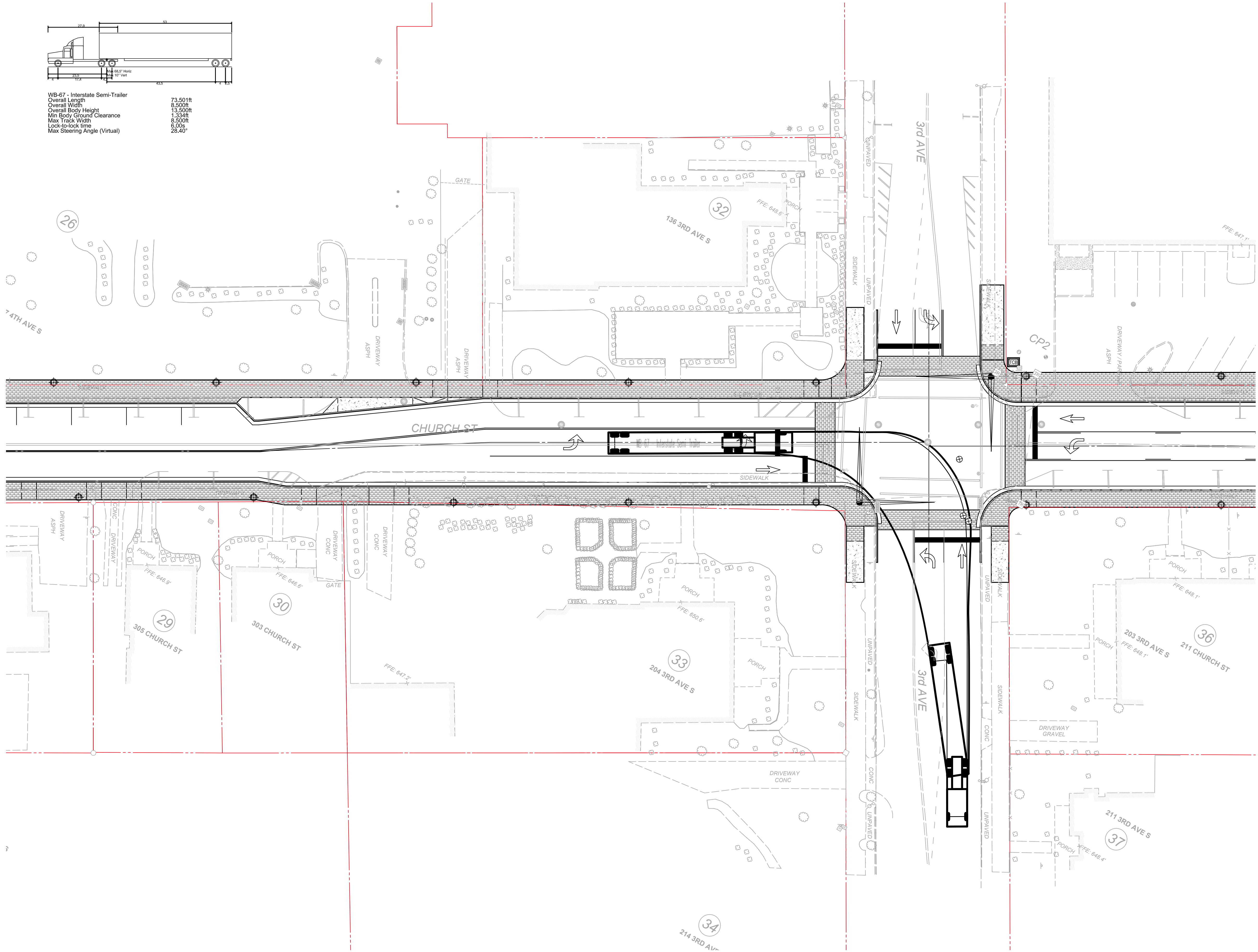
TRUCK TURNING
MOVEMENT (PROP.)
CHURCH ST. / 3RD AVE.
INTERSECTION
SCALE: 1"=20'

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	T3

MARCH 3, 2021



WB-67 - Interstate Semi-Trailer
Overall Length 73.501ft
Overall Width 8.500ft
Overall Body Height 13.500ft
Min Body Ground Clearance 1.334ft
Max Track Width 8.500ft
Lock-to-lock time 6.00s
Max Steering Angle (Virtual) 28.40°



TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL
INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

PREPARED BY



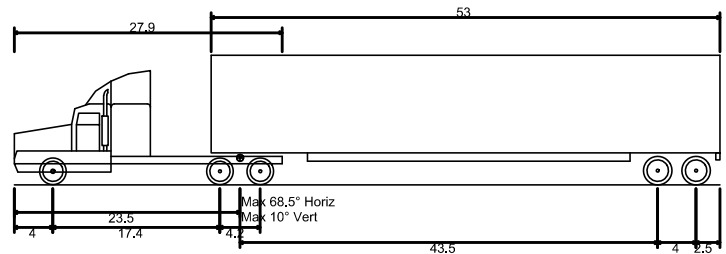
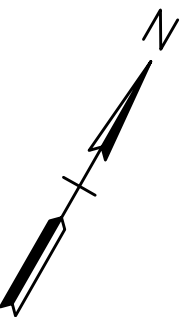
CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPETH RIVER

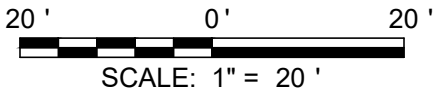
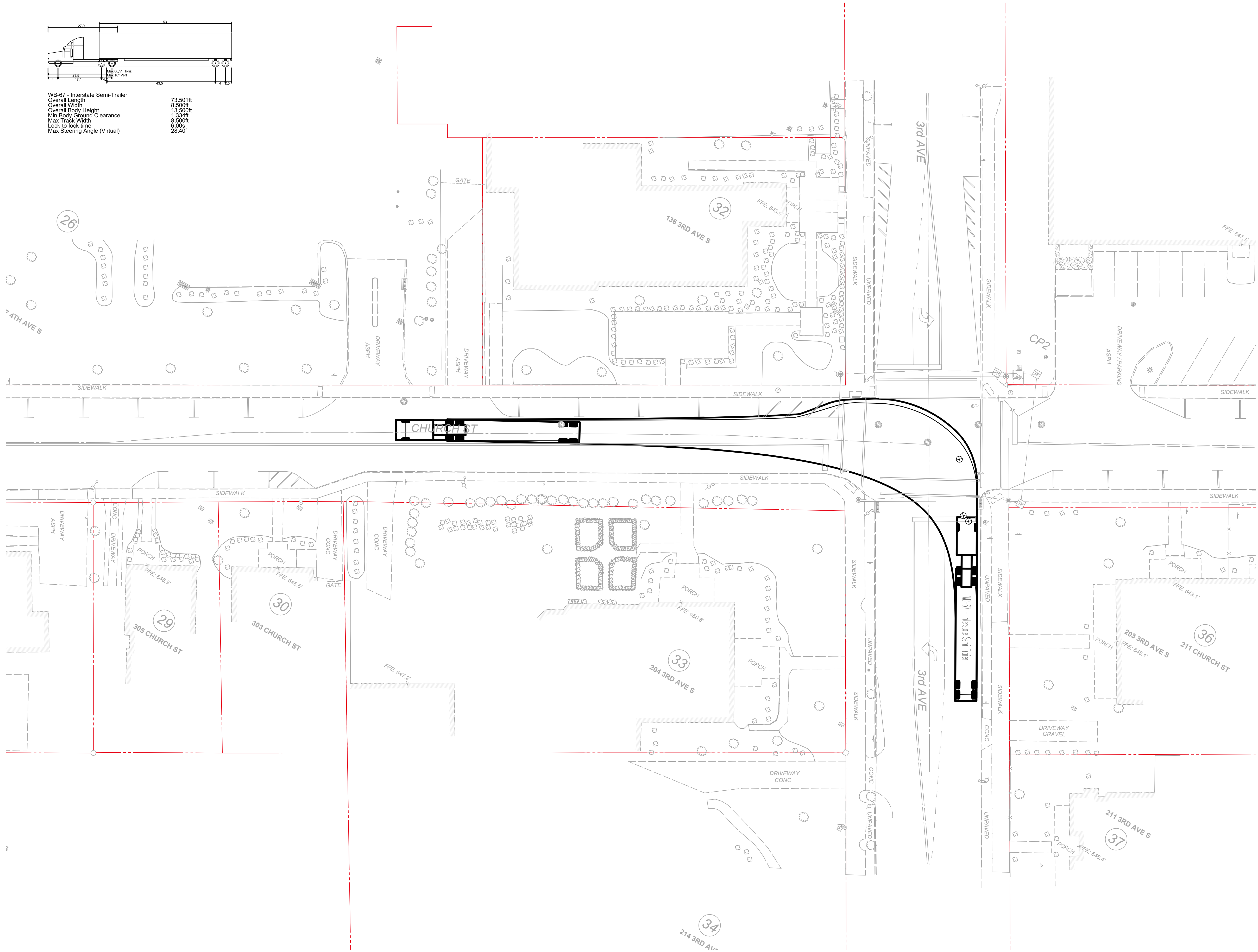
TRUCK TURNING
MOVEMENT (PROP.)
CHURCH ST. / 3RD AVE.
INTERSECTION
SCALE: 1"=20'

TYPE	YEAR	PROJECT NO.	SHEET NO.
PRELIM.	2021	COF NO. 2019-0280	T5

MARCH 3, 2021



WB-67 - Interstate Semi-Trailer
Overall Length 73.50ft
Overall Width 8.50ft
Overall Body Height 13.50ft
Min Body Ground Clearance 1.33ft
Max Track Width 8.50ft
Lock-to-lock time 6.00s
Max Steering Angle (Virtual) 28.40°



TOPOGRAPHIC SURVEY WAS PREPARED BY CIVIL
INFRASTRUCTURE ASSOCIATES DATED JULY 9, 2020.

PREPARED BY



CITY OF FRANKLIN
WILLIAMSON COUNTY, TENNESSEE

PRELIMINARY DESIGN OF CHURCH
STREET IMPROVEMENT PROJECT, FROM
COLUMBIA AVENUE TO 1ST AVENUE
SOUTH / HARPETH RIVER

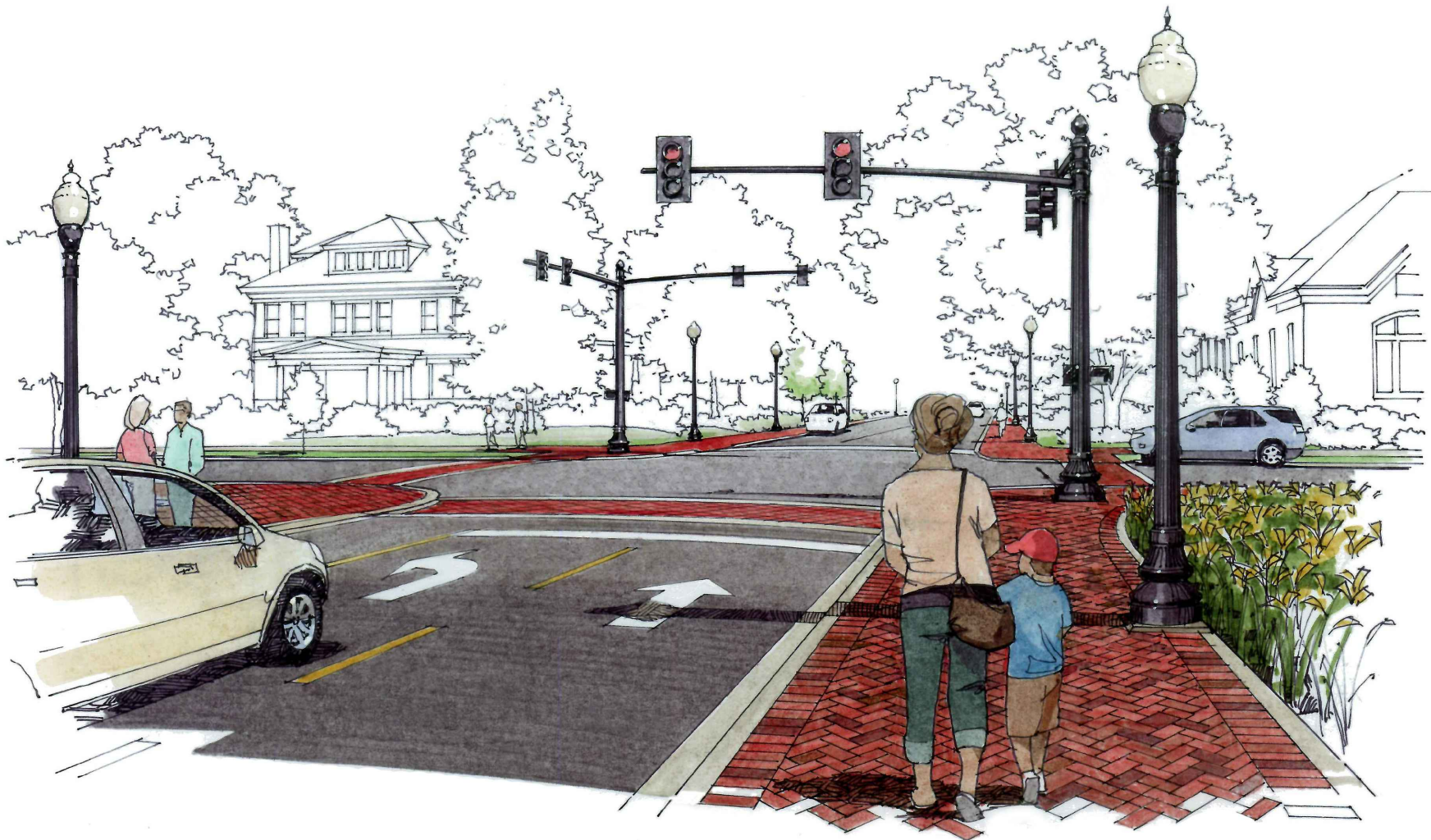
TRUCK TURNING
MOVEMENT (EXIST.)

CHURCH ST. / 3RD AVE.
INTERSECTION
SCALE: 1"=20'

Church Street at Third Avenue South Facing West: Existing Conditions



Church Street at Third Avenue South Facing West: Proposed Improvements



Church Street at Third Avenue South and Fourth Avenue South Facing West: Existing Conditions



Church Street between Third Avenue South and Fourth Avenue South Facing West: Proposed Improvements





File #: 21-02345

DATE: August 9, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Planning Director
Andrew Orr, Long Range Planning Supervisor

SUBJECT:

Consideration Of COF Contract No. 2021-0077, Coordinated Study Of Land Use, Infrastructure, And Roadway Network For The Goose Creek Basin.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Contract 2021-0077, to conduct a coordinated study of land use, infrastructure, and roadway network in the Goose Creek basin area.

BACKGROUND/STAFF COMMENTS:

At the February 23, 2021 BOMA Work Session, the staff delivered a presentation outlining the complex development issues and increasing growth pressure in the Goose Creek area. On March 9, 2021, the BOMA approved Resolution 2021-24, authorizing the City staff to move forward with the issuance of an RFQ and to commence the hiring of a consultant for a coordinated study of land use, transportation, and water/sewer in the Goose Creek area. On May 7, 2021, an RFQ was issued and all five consultant teams that submitted qualifications were interviewed. A team made up of Rundell Ernstberger Associates (REA), Tischler Bise, and CDM Smith was selected by an internal committee to guide the study. REA will serve as the project lead. Tischler Bise will consult on the fiscal impacts and economic conditions and CDM Smith will focus on transportation, and sewer, as needed.

The consultant team will work closely with the staff, project stakeholders, and property owners in the study area to help coordinate the outstanding transportation, land use, and water/wastewater infrastructure issues.

The study is estimated to take about nine months from commencement.

FINANCIAL IMPACT:

The consultant shall be paid on a monthly basis for work performed based on the fee schedule in an amount not to exceed \$214,500 from the Department of Planning and Sustainability budget.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Contract 2021-0077.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2021-0077**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **RUNDELL ERNSTBERGER ASSOCIATES (REA)**, hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

**COORDINATED STUDY OF LAND USE, INFRASTRUCTURE, AND THE ROADWAY NETWORK FOR
THE GOOSE CREEK BASIN**

1. SCOPE OF SERVICES. Consultant shall provide planning and engineering services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. Consultant shall submit as a part of Attachment A an Individual Fee Schedule and a Completion Schedule for the Project based on the detailed Scope of Services.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in an amount not to exceed Two Hundred Fourteen Thousand Five Hundred and 00/100 Dollars (\$214,500.00).

The Board of Mayor and Aldermen approved this agreement on the _____ day of _____ 20____.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all claims, judgments, losses, damages, and expenses to the extent such claims, judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event claims, judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.

- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;

- (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 ENVIRONMENTAL RESPONSIBILITY.

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 TIME OF THE ESSENCE. The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.

6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

6.3 FORCE MAJEURE. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. The City shall retain an ownership and property interest therein whether or not the Project is completed.

7.1.1 USE OF DATA SYSTEMS: The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by Consultant through information supplied to the Consultant by the City.

- 7.1.2 DISCLOSURE OF DOCUMENTS/DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.
- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on

extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.

- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
 - a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope of Services.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for

employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.

- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.

- 10.3 NO THIRD-PARTY RIGHTS CREATED. City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 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 of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.

12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

BY: Cynthia Braver BY: _____
Consultant's Signature Dr. Ken Moore
TITLE: Principal Mayor
Date: 9-13-21 Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney

2021.08.04

CITY OF FRANKLIN

COORDINATED STUDY OF LAND USE, INFRASTRUCTURE, & ROADWAY NETWORK FOR THE GOOSE CREEK BASIN

SCOPE OF SERVICES

The following outlines our process for creating the Coordinated Study of Land Use, Infrastructure, & Roadway Network for the Goose Creek Basin. Regular project management coordination meetings can occur as frequently as every week if needed. Furthermore, the REA team believes community engagement is a cornerstone of the planning process, and we will remain flexible throughout the process to adjust engagement methods if need be.

PHASE 1: DISCOVERY | 2 months

- Task 1.1 Kick-off Meeting with City:** Project kick-off with the City staff to review the scope of services, finalize schedule, establish communication protocol, and ensure a clear understanding of the desired outcomes for the project. Project communication and management regarding meetings and engagement with the broader community will be confirmed. Similarly, other stakeholders to be engaged in the planning process will be discussed and determined. This meeting will be conducted virtually.
- Task 1.2 Project Base Mapping & Data:** Collect data and prepare project base mapping for the study area utilizing available GIS information to include aerial photography, parcels, zoning, land use, roadway and right-of-way dimensions, topography, waterways, flood hazard areas, utilities, transit routes and facilities, pedestrian/bicycle facilities, and other resources as identified by the City and REA Team.
- Task 1.3 Relevant Plans and Studies:** Review and summarize current studies and relevant planning and design efforts to be considered as part of the study. This will include the Envision Franklin, Connect Franklin, Cool Springs Transportation Network Study, Zoning Ordinance, Subdivision Regulations, Integrated Growth Plan, and other reports as provided by the City.
- Task 1.4 Development Agreement Review:** Obtain and review approved development agreements for the Goose Creek Basin area, as provided by the City.
- Task 1.5 Current Conditions & Suitability Analysis:** Conduct a field review of the study area to document current conditions, existing character and design features, and identify opportunities and constraints to project development for the site and study area. This task will also include expansion and update of the Envision Franklin CommunityViz Suitability Analysis for the study area.
- Task 1.6 Assess Market Demand for Future Residential and Nonresidential Development:** The REA Team will conduct a cursory market analysis for both residential and nonresidential development to support the planning effort for the Goose Creek Plan. Activities include:
 - **Analyze Demographic and Economic Existing Conditions.** The REA Team will evaluate demographic, socioeconomic, and economic trends to identify relevant market and economic development conditions in the City and the region. From an employment base/nonresidential land use perspective, this will include trends in employment location and commuting patterns. From a residential/labor force perspective, this analysis will include but not be limited to such indicators as commuting patterns, age cohorts, educational attainment, consumer spending patterns, and income levels.

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- **Estimate Future Demand.** The REA Team will utilize market information and other demand factors to identify potential projected mix of land uses over time for the Goose Creek Study Area. This step involves translating demand for goods and services into physical square footage estimates and population trends into demand for various types of housing. Development projections are likely to include single family and multifamily units and nonresidential activity through an examination of demand of goods and services.

Task 1.7 Transportation & Synchro Analysis: Review and then complete the Goose Creek Basin Synchro network. Based upon the provided Synchro files, existing intersections #8, #15 and #16 as shown in Figure 1, would need to be added to the provided Synchro network. It is assumed that traffic counts at all the study intersections will be conducted by the City of Franklin or data is already available for use in this study.

Task 1.8 Project Review Meeting 1

Task 1.9 Existing Conditions Summary: Following the first Project Review Meeting, the team will finalize the Existing Conditions Summary report based on the research and findings of the Discovery Phase.

Deliverables:

- Meeting notes and presentation materials
- Suitability Analysis shapefile
- Technical Memorandum Discussing Market Findings
- Existing Conditions Summary Report
- Website and social media content

PHASE 2: VISIONING | 3 Months

Task 2.1 Community Meeting 1: While the work of the Discovery Phase is being completed, the REA Team will begin preparation for the first community meeting. Work will include crafting the agenda, working with City staff to determine stakeholder interview participants and send out invitations, and prepare community meeting exhibits. The REA Team will meet with the City to confirm the schedule, meeting methods and locations, and other important logistics.

REA will facilitate a community meeting designed to assess the perceptions of the project and to solicit visions of “what is possible” for the study area. Our team will use the data, inventory, and analysis information gathered in the Discovery Phase to stimulate discussion and outline “impressions” from the key constituencies and the community regarding major planning and design elements, issues, and characteristics. The open house will enable participants to be engaged in confirming the project planning and design considerations, informing the development of land use and transportation alternatives, and determining the preferred direction and vision for future phases.

It is anticipated this meeting will be conducted in-person. We are prepared to conduct a hybrid meeting with both in-person and virtual attendance, or purely virtual meeting based on the City’s direction.

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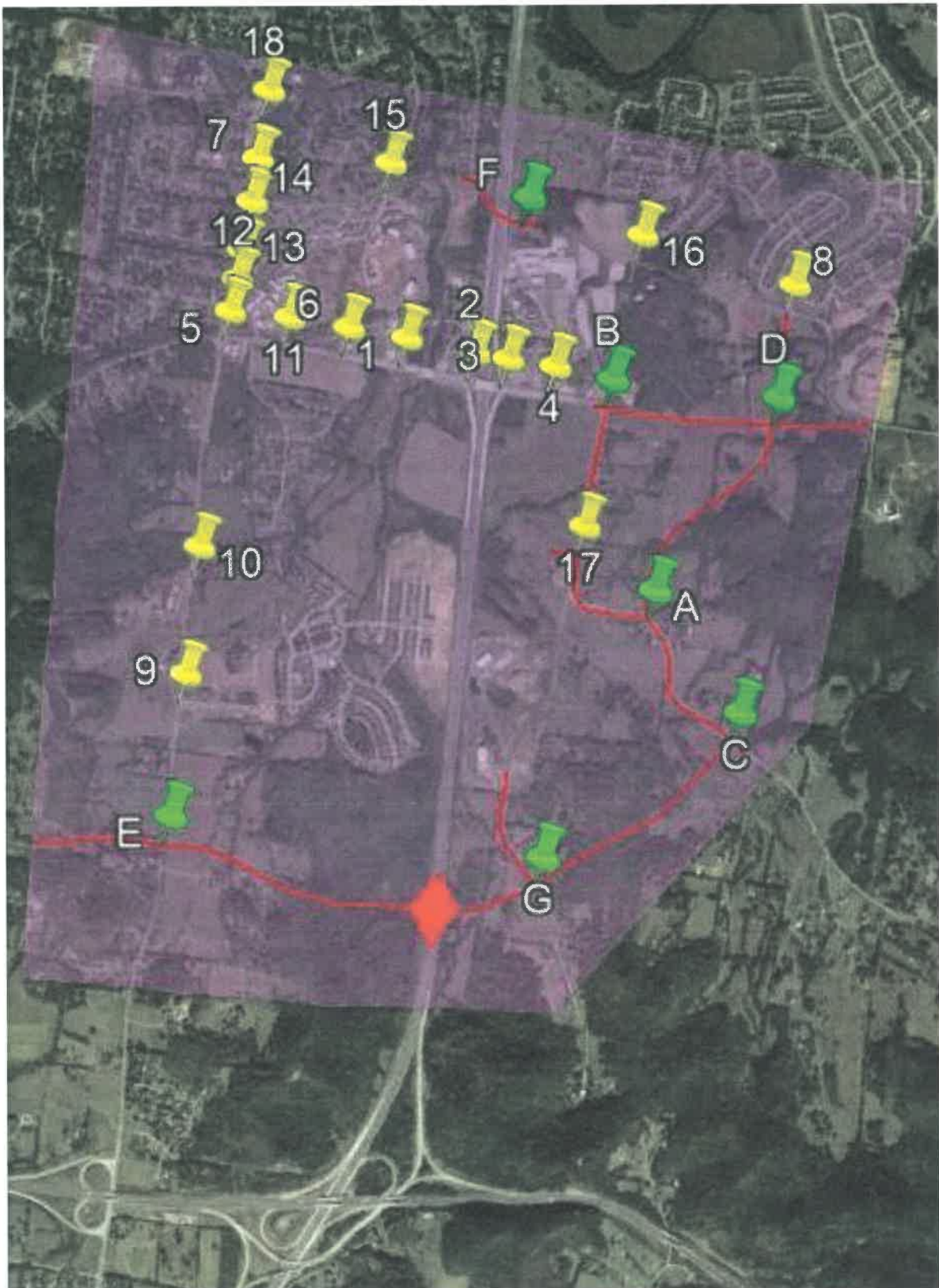


Figure 1: Transportation Study Area

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- Task 2.2 Stakeholder Meetings:** The REA Team will conduct up to ten (10) stakeholder meetings to include: key stakeholders, property owners, City staff, neighborhood groups, real estate brokers, developers, and other subject matter experts to identify key concerns, frame expectations regarding future development, and provide input to design elements. The REA Team will conduct up to six (6) follow up or additional stakeholder meetings via Zoom.
- Task 2.3 Project Review Meeting 2**
- Task 2.4 Land Use Scenarios:** Based upon input and direction gathered in the previous tasks, the REA team will create two land use scenarios, one based on a new interchange between I-840 and the Goose Creek Bypass/Peytonsville Road interchange, and the second based on no new interchange, but an arterial crossing of I-65 in a similar location. The land use scenarios will include potential subdivision areas, use mix, open space and recreation areas, transportation enhancements, and other utility infrastructure. Land use plan graphics, precedent images, and massing models will be used to illustrate the character and scale of each scenario.
- Task 2.5 Build Vistro Model:** A Vistro model will be developed for the Goose Creek Basin area. It will include existing conditions (land use and road network) as well as future land use and the road network recommended in Connect Franklin. The future Vistro road network will include a new I-65 interchange and a version with no interchange, but a new arterial crossing over I-65. The following specific subtasks and qualifiers will apply:
- The Vistro model will be developed for AM and PM peak hour conditions. A mid-day peak hour will not be analyzed as it was in the Cool Springs Study.
 - The Vistro model will initially have all the existing intersections shown in Figure 1. Ultimately and for future conditions, it will also include all the proposed intersections depicted in Figure 1.
 - Unlike the Cool Springs Study, the consultant team will not use Streetlight data to develop a trip distribution pattern or to facilitate an assumed path motorist would take to reach a Vistro Gate. Cordon-line traffic volumes will be used to establish a trip distribution pattern and engineering judgment used to determine a path.
 - Background traffic growth will be estimated by using historic traffic count data from the City of Franklin and TDOT. The consultant team will also consider the estimated growth rates in the Cool Springs Study. Streetlight data will not be used to help establish background traffic growth. The consultant team will carefully consider the background traffic growth rates given the significant amount of development being planned for the Goose Creek Basin. In other words, if substantial approved developments are expected, a smaller background growth rate may be appropriate.
 - Roundabouts will be analyzed in Vistro because its results are superior to Synchro and comparable to Sidra.
 - The Vistro model will be developed in partnership with the City of Franklin Traffic Engineering staff. The consultant team will take the lead and build the model, but we expect to gain insight from the City of Franklin Traffic Engineering staff regarding assumptions and parameters to use.
 - For Interstate Access Requests (IAR), TDOT requires a baseline of 5-years in the future and buildout of 25-years in the future, hence existing conditions would be 2021, baseline conditions- 2026, and buildout in 2046. To make the best use of the budget, the consultant team proposes the Vistro analysis be for 2021 existing conditions and 2046 buildout conditions.
 - The future road network in Vistro will include what is recommended in the Connect Franklin Report. Vistro will consider both an overpass or underpass and a full

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interchange on I-65 at the proposed major east-west arterial proposed in Connect Franklin.

Task 2.6 Scenario Analysis and Recommendations: The transportation study needs to contribute to the Goose Creek consultant team's charge of recommending future land uses for parcels annexed in 2020 and project future land uses for all properties in the study area and how infrastructure could be extended.

- The Goose Creek consultant team proposes that the future condition analysis be limited to:
 - Scenario 1- 100% of approved developments plus an appropriate background growth rate.
 - Scenario 2- A scenario comprised of the recommended future land uses for parcels annexed in 2020, and projected future land uses for all properties in the study area. This scenario will include approved developments, land use buildout of the Goose Creek Basin, and a background growth rate, if applicable.

Both scenarios will be analyzed with and without a new interchange on I-65. Moreover, it is proposed that the scenarios be designated as 2046 to conform with TDOT's IAR requirements.

- Recommendations will be provided to mitigate road deficiencies. We will offer an opinion on the appropriate typical sections needed for new roads recommended in Connect Franklin.
- Based on the Vistro analysis, the Goose Creek transportation team will provide an opinion on the impact of full land use buildout on the road network. This opinion may result in recommending a less dense land use buildout.

Task 2.7 Water and Wastewater Analysis: Analysis and recommendations related to water and wastewater infrastructure will be conducted by CDM Smith as part of their on-call contract with the City. (no time/fee is allocated to this task)

Task 2.8 Fiscal Efficiency of Land Uses for The Goose Creek Study Area: The REA Team will prepare a fiscal efficiency evaluation, through which the City's budget, revenue structure, and levels of service will be reviewed in order to determine how different land uses compare to each other with respect to fiscal impacts. This will be compared Citywide and how the density, physical development pattern, mix of uses, and other factors contribute to the fiscal efficiency of various land uses. This work will assist the City in determining potential gaps between revenues and costs associated with the components of the land use plan (while not quantifying specific dollar amounts).

The evaluation may include the following components:

- Overview of factors that influence fiscal results;
- Identification of funds/revenue sources in place to contribute to and address the cost of development; and
- A hierarchy of land uses and fiscal impacts (e.g., rating/ranking relative to property tax revenue, sales tax revenue, demand for services, and overall fiscal benefit).

Task 2.9 Project Review Meeting 3

Task 2.10 BOMA & FMPC Joint Meeting: The REA Team will attend a joint meeting of the Board of Mayor and Aldermen & Franklin Municipal Planning Commission to present the preliminary land use and transportation concepts.

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Deliverables:

- Meeting notes and presentation materials
- Vistro model
- Land Use and Transportation scenario plan graphics
- Massing models
- Technical Memorandum on Fiscal Efficiency of Land Uses
- Website and social media content

PHASE 3: FRAMEWORK | 2 Months

Task 3.1 Final Land Use Scenarios and Transportation Network Recommendations:

Following scenario analysis and review with the City, the REA Team will make amendments to the two land use scenarios and corresponding transportation network recommendations.

Task 3.2 Infrastructure Financing Strategy:

- **Assessment of Existing Infrastructure Funding Arrangements.** This subtask will include an evaluation of past, existing, and planned capital spending and applicable revenue sources and other sources of (dedicated) funding for infrastructure in the City. This subtask will analyze anticipated future funding sources for capital improvements and the anticipated trends in total City revenues that may ultimately have a negative (or positive) effect on funding for infrastructure improvements needed for the Goose Creek Study Area.
- **Work with Consultant Team to Identify Goose Creek Infrastructure Needs.** In this task, the REA Team will identify infrastructure improvement needs and the estimated costs for the Goose Creek Study Area.
- **Evaluate Potential Funding Options for Goose Creek Study Area.** The REA Team will consider the adequacy of existing City funding options to ensure a reasonable match between Goose Creek Study Area infrastructure costs and potential revenues. Our funding evaluation will consider long-term sustainability, trying to anticipate how possible scenarios might influence the recommended funding options. Equity concerns will be addressed by identifying who is likely to pay. Administrative ease and practicality are always an important consideration when selecting funding mechanisms. The objective is to produce a "matrix" of financing options, the pros and cons of which can be viewed according to several factors, including:

Several subtasks are included to meet the objective to produce a matrix of funding options with a range of estimated costs, potential funding gap, and projected means to try to close the gap.

- **Description of Funding Options.** The team will provide a detailed narrative describing each potential funding option.
- **Financial Requirements and Limitations of Funding Options.** In this subtask the REA Team will evaluate how the various financing options fit into the City's overall fiscal structure and financial management policies. This subtask also involves our team evaluating the revenue alternatives using a variety of fiscal measures in the categories of yield, volatility, predictability, and equity.
- **"Appropriateness" and Applicability of Funding Options.** Based on our on-site work and national experience, we will evaluate the revenue alternatives based on non-legal, non-financial factors such as public acceptance, administrative feasibility, cost of implementation, and technical ease. We will coordinate with the City Attorney on legal considerations, specifically the

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City's ability to legally expand and/or increase existing revenue sources and rates.

- Evaluate And Recommend Goose Creek Study Area Infrastructure Funding Options. This subtask will summarize the above findings of current and projected capital revenue sources compared to Goose Creek Study Area infrastructure funding needs and summarize the projected "funding gap" for Goose Creek Study Area capital improvement needs. Funding sources identified in the previous subtask will be matched to address the projected gap. The REA Team will create a matrix based on these findings. Finally, we will then develop up to three potential funding "scenarios" (i.e., potential revenue sources (existing and new sources) and annual yields) for solving the identified funding gap. These scenarios will then be used to form the basis for developing a funding plan for the Goose Creek Study Area.

Task 3.3 Implementation Strategy: The REA Team will prepare an implementation strategy that will be comprised of the following:

- Phasing recommendations
- Public Sector Roles & Responsibilities
- Final Infrastructure Financing Strategy

Task 3.4 Project Review Meeting 4

Task 3.5 Community Meeting 2: The REA Team will facilitate a second community meeting to present study results and recommendations. The purpose of this meeting is to confirm study outcomes before drafting the plan and proceeding with the approval process.

Deliverables:

- Meeting notes and presentation materials
- Final Land Use and Transportation scenario plan graphics
- Final massing models
- Technical Memorandum on Goose Creek Infrastructure Funding Strategy
- Implementation Strategy Memorandum
- Website and social media content

PHASE 4: ACTION | 1 Month

Task 4.1 Technical Memorandum: The REA Team will prepare a final *Coordinated Study of Land Use, Infrastructure, & Roadway Network for The Goose Creek Basin* presentation and technical memorandum that includes a summary of the project process, outcomes, and vision; two land use and transportation network scenarios, supportive diagrams and massing models; market assessment; and recommended phasing and financing strategy.

Task 4.2 Project Review Meeting 5

Task 4.3 BOMA Meeting: The REA Team will attend one meeting of the Board of Mayor and Alderman (or BOMA & FMPC Joint Meeting) to present the results of the Goose Creek Basin Study.

Deliverables:

- Meeting notes and presentation materials
- Draft Study in digital format
- Final Study in digital format
- Website and social media content

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COMPENSATION

The REA Team will provide professional services for a lump sum not to exceed amount of \$214,500.00, inclusive of all expenses, payable on a monthly progress invoice based on a percent complete on the project. Any additional meetings and related expenses that are outside of the scope will be billed at our typical hourly rates plus reimbursable expenses.

Phase 1	Discovery	\$	37,100
Task 1.1	Kick-off Meeting	\$	2,100
Task 1.2	Project Base Mapping	\$	2,400
Task 1.3	Relevant Plans	\$	500
Task 1.4	Development Agreement Review	\$	1,500
Task 1.5	Suitability Analysis	\$	800
Task 1.6	Assess Market Demand	\$	12,600
Task 1.7	Transportation and Synchro Analysis	\$	6,000
Task 1.8	Project Review Meeting 1	\$	2,900
Task 1.9	Existing Conditions Summary	\$	8,300
Phase 2	Visioning	\$	101,300
Task 2.1	Community Meeting 1	\$	11,100
Task 2.2	Stakeholder Interviews	\$	2,900
Task 2.3	Project Review Meeting 2	\$	2,900
Task 2.4	Land Use Scenarios	\$	12,400
Task 2.5	Build Vistro Model	\$	29,200
Task 2.6	Scenario Analysis and Recommendations	\$	24,600
Task 2.7	Water and Wastewater Analysis	\$	-
Task 2.8	Fiscal Efficiency of Land Use	\$	14,600
Task 2.9	Project Review Meeting 3	\$	2,900
Task 2.10	BOMA / FMPC Meeting	\$	700
Phase 3	Frameworks	\$	52,400
Task 3.1	Final Scenarios	\$	12,900
Task 3.2	Infrastructure Financing Strategy	\$	16,200
Task 3.3	Implementation Strategy	\$	9,300
Task 3.4	Project Review Meeting 4	\$	2,900
Task 3.5	Community Meeting 2	\$	11,100
Phase 4	Action	\$	14,400
Task 4.1	Technical Memorandum	\$	9,000
Task 4.2	Project Review Meeting 5	\$	2,900
Task 4.3	BOMA Meeting	\$	2,500
Expenses		\$	9,300
Total		\$	214,500



File #: 21-02389

DATE: August 24, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks

SUBJECT:

Consideration Of Procurement Award To GroundsCare Unlimited, LLC Of Springfield, Tennessee In The Total Amount Of \$36,680 For One (1) Tractor-Mounted Fraise Mower For The Parks Department (Purchasing Office Procurement Solicitation No. 2022-007; \$36,680 Budgeted In 130-89530-44700 For Fiscal Year 2022; Contract No. 2021-0249).

PURPOSE:

The purpose of this procurement is to purchase one (1) tractor-mounted fraise mower for the Parks Department. This purchase would permit the Parks Department to use its own labor to perform fraise mowing rather than outsourcing the service. A fraise mower is designed to remove large quantities of a turfgrass sward (that is, verdure, thatch, organic matter, soil) in a single pass. The new equipment would be an addition to the Parks Department's fleet of equipment.

BACKGROUND/STAFF COMMENTS:

The City published on August 12, 2021 a Notice to Bidders in the *Williamson Herald* for a minimum of one three-point tractor-mounted fraise mower. In addition, bid documents were sent on or about the same date directly to four (4) potential bidders known or thought to be interested in this solicitation. Bids from two (2) suppliers were publicly opened at the bid opening held on August 26, 2021. A tabulation of the bids received for this solicitation is attached.

FINANCIAL IMPACT:

The responsible bidder that submitted the lowest priced responsive bid, GroundsCare Unlimited, LLC of Springfield, Tennessee, is in the amount of \$36,680 per unit. This bid was identified because it is the lowest bid that meets or exceeds the City's intention as expressed and implied by the City's specifications as well as the instructions, terms and conditions pertaining to this procurement solicitation. The Parks Department budget for fiscal year 2022 allocates \$36,680 out of the Facilities Tax Fund for the purchase of a heavy-duty field top maker. The GroundsCare Unlimited bid amount exactly matches the budget amount.

It is worth noting that the lowest priced responsive bid was not the lowest bid. The reason the lowest bid is not being recommended by City staff is because the bidder that submitted the lowest bid chose

not to ask the City to consider revising the City's specifications and instead chose to take exception to the City's specifications. The lowest bid is therefore not considered responsive.

RECOMMENDATION:

Staff recommends that the City accept, contingent upon Law Department and City Administrator approval of City Contract No. 2021-0249, the apparent lowest best bid, from GroundsCare Unlimited, LLC of Springfield, Tennessee, in the amount of \$36,680 per unit, and award this procurement to this bidder. The City's Purchasing Manager believes the prepared solicitation documents as distributed allowed for competition among multiple service providers, and that the staff recommendation appears to be made in a fair and impartial manner based upon the proposals received. Pursuant to authority previously granted by the Board of Mayor and Aldermen, Contract No. 2021-0249 has been prepared for execution by the City Administrator pending approval by the Board of Mayor and Aldermen of the staff recommendation to accept the bid from and award the procurement to GroundsCare Unlimited.

Tabulation of Bids*

Purchasing Office Solicitation No.:		2022-007 (tractor-mounted fraise mower)							
Notice to Bidders published in the Williamson Herald on:		8/12/21							
Number of vendors that were notified of / that responded to this solicitation for bids:		4 / 2							
Date and time bids due and publicly opened:		August 26, 2021, 2:00 p.m.							
Present at opening of bids:		Vicki Parr of the City of Franklin Administration Department and Brian Wilcox of the City of Franklin Purchasing Office							
Target meeting of BOMA at which recommendation is scheduled to be considered:		10/12/21							
Bids received from:	Bid No.:	Does the bid include all required documents?	Year, Make & Model:	Does the bid MOES ¹ ? / If not, how many exceptions do not MOES ¹ ?	Total delivered bid price, per unit:	Duration of warranty included in bid pricing	Payment terms:	Estimated time of delivery after receipt of order:	Bid and bid pricing is offered through:
GroundsCare Unlimited, LLC 6118 New Chapel Rd. Springfield, TN 37172 Goldie Powell, Owner / Member 615-389-6245 gold.gcunlimited@gmail.com	1 of 1	Yes	Imants Koro Field Top Maker 1.6 meter	bidder takes no exceptions	\$36,680.00	12 months	net 30 days	7 days	11/30/21
Redexim Turf Products 427 N. Outer Rd. Valley Park, MO 63088 Jeb Browder, Territory Sales Manager 601-573-8788 jeb@redeximturfproducts.com	1 of 1	Yes	Redexim Turf Stripper 1600	No / 4 (blade mounting pattern; blade thickness; rear collection belt design; unit weight)	\$27,750.00	12 months	net 30 days	60 days	01/01/22

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

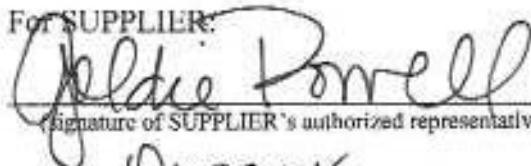
(City of Franklin Contract No. 2021-0249)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and GroundsCare Unlimited, LLC ("SUPPLIER") of Springfield, Tennessee, who mutually agree as follows:

1. CITY issued on August 12, 2021 Purchasing Office Solicitation No. 2022-007, a procurement solicitation for bids for supply and delivery of one (1) three-point tractor-mounted fraise mower ("SOLICITATION").
2. In response to CITY's SOLICITATION, SUPPLIER submitted a bid dated August 23, 2021 ("SUBMITTAL"), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. SUPPLIER included in SUBMITTAL CITY's Standard Procurement Terms and Conditions with SUPPLIER's contact information inserted ("CITY'S TERMS"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. CITY awarded on October 12, 2021 to SUPPLIER the purchase of one (1) three-point tractor-mounted fraise mower, supplied and delivered, pursuant to SOLICITATION and SUBMITTAL.
5. Unless a later delivery has been authorized in writing by CITY, products shall be delivered to the satisfaction of CITY within 150%, rounded to the closest whole number, of the number of calendar days after receipt of order indicated on SUPPLIER's submitted Bid Submittal Form as the "estimated time of delivery" after receipt of order. Failure by SUPPLIER to meet the delivery schedule shall constitute grounds for CITY to cancel order and/or consider SUPPLIER to be in breach of contract.
6. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20____.

For SUPPLIER:


(signature of SUPPLIER's authorized representative)

TITLE: Owner

For CITY:

(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

Maricruz R. Finch, Staff Attorney for CITY

CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT
(City of Franklin Contract No. 2021-0249)

Attachment No. 1

Excerpts from SUBMITTAL

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2022-007

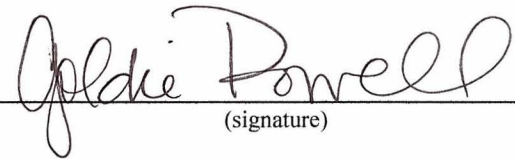
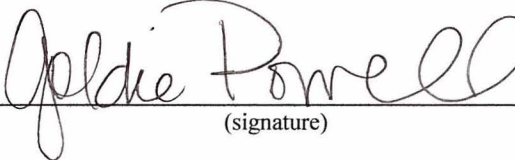
Bidder's name, street address, and mailing address (if different):	Grounds CARE Unlimited LLC 6118 New Chapel Rd Springfield TN 37172
Bidder's contact person's name (printed), title, telephone number and e-mail address:	Opdie Powell Owner / Member 615-389-6245 gold.gconlimited@gmail.com
Make and model or product name of bid product:	IMANTS Koro Field Top Maker 1.6 meter
Does the bidder take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Total quoted bid price per unit, supplied and delivered:	\$ <u>36,680</u> per unit.
Duration of the warranty included in the bid pricing (at least six months):	<u>12</u> months.
Are the City's preferred delivery terms (FOB destination, freight prepaid and allowed) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following delivery terms: _____.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following payment terms: _____.
Estimated time of delivery:	<u>7</u> calendar days after receipt of order.
Last date (no sooner than 11/30/2021) that bid and associated pricing is valid and may be accepted by the City:	<u>11-30-2021</u>
Last date (no sooner than 11/30/2021) that bid pricing on a per unit basis is valid for potential future orders:	<u>11-30-2021</u>

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2022-007

Bidder's name:	<u>Grounds CARE Unlimited LLC</u>
Method of payment – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by bank credit card, rather than by conventional check. Which electronic payment method would the bidder prefer?	☒ ACH or Electronic Funds Transfer. ☐ Bank credit card.
Are the following components included with this Bid Submittal Form in the bid submittal? - Description of any goods, products, items, software and/or hardware included in the bid; - Description of the warranty included in the bid; - City of Franklin Specifications, marked by the bidder as to compliance therewith as per the instructions therein; - Identification, listing and description of any exceptions to the procurement solicitation including the Specifications; - Contact information for required references (see Instructions for Bidders); - City of Franklin Standard Procurement Terms and Conditions, with the bidder's contact information inserted; - Bidder's proposed agreement or contract, if any, the terms and conditions of which are not inconsistent with the City's Standard Procurement Terms and Conditions; and - City of Franklin Affidavit of Non-Collusion, executed in full.	☒ Yes, see enclosed. ☐ No, bidder chooses not to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	☐ Addendum No. 1. ☐ Addenda Nos. 1 through _____. ☒ No addenda.
Subscription and affirmation of bidder's authorized representative: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	 (signature)
Signature of bidder's authorized representative: I affirm that I am authorized by the bidder to sign this Bid Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 (signature)
Title of bidder's authorized representative:	<u>Owner / Member</u>
Date of signatures:	<u>8/23/21</u>

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2022-007

1. Solicitation identified: These Specifications apply to the following procurement solicitation:

three-point tractor-mounted fraise mower

Purchasing Office Solicitation No.: 2022-007

2. Notice to Bidders publication date: **August 12, 2021**
3. Solicitation release date: **August 12, 2021**
4. Deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation: **August 19, 2021, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **August 26, 2021, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **September 24, 2021**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which the procurement is tentatively scheduled to be awarded to the responsible bidder that submits the lowest priced responsive bid: **October 12, 2021**
8. Objective: To award, by means of a competitive procurement process, to the responsible bidder that submits the lowest priced responsive bid to furnish all labor, materials and means necessary to supply and deliver the products as specified below. See the accompanying Instructions for Bidders for additional information and instructions, including the definitions of the terms "responsible bidder" and "responsive bid."
9. Exceptions:
- To avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation. See the accompanying Instructions for Bidders for contact information.
 - Any deviation or variance from the City's specifications shall be considered by the City to be an exception.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2022-007

- c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared by the bidder and included in or with the bid, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.
10. General terms and conditions:
- a. Bid pricing: The bid pricing shall include all equipment, labor, materials, permit(s), freight and required insurance to supply and deliver the specified products.
 - b. Delivery terms: As a matter of practice, the City expects bidder awarded the purchase to ship any and all deliverables FOB destination, freight prepaid and allowed. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder, then the bidder shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
 - c. Payment terms: As a matter of practice, the City pays for goods and/or services only after receipt by the City of such goods and/or services as ordered, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services as ordered, net thirty (30) calendar days from date of delivery, or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the bidder prefers alternate payment terms, then the bidder shall indicate on the Bid Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
 - d. Applicable laws and regulations: All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified products shall apply to the quoted purchase pricing, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
 - e. Other documents to be required of the bidder recommended to be awarded the purchase: See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the bidder recommended to be awarded the purchase.
 - f. Standard Procurement Terms and Conditions: By submitting its bid, the bidder certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City's Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2022-007

- g. Refusal to honor submittal: If and after an award is made by the City, if the bidder refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- h. Confidential and/or proprietary information; trade secrets: All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the bidder indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the bidder's representation that materials supplied by the bidder do not contain trade secrets or proprietary information which is not subject to public disclosure.

11. Detailed specifications: Please note:

- Bidders shall provide in or with their bid a detailed description of the bid goods, products, items, software and/or hardware included in their bid.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES. (Specifications without a blank line are for context and need not be marked.)
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION. (Specifications without a blank line are for context and need not be marked.)
- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared by the bidder and provided in or with the bid, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

11.1. General.

- 11.1.1. C City intends for the Parks Department to use the specified three-point tractor-mounted fraise mower to remove large quantities of a turfgrass sward (that is, verdure, thatch, organic matter, soil) in a single pass. The fraise mower as bid shall be designed and manufactured according to industry standards for this intended use.
- 11.1.2. C The fraise mower is to be purchased by the City new and unused.
- 11.1.3. C The fraise mower shall be current production only.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2022-007

- 11.2. C **Unit-Specific.**
- 11.2.1. C The fraise mower shall be capable of removing unwanted surface matter to a depth of two inches.
- 11.2.2. C The fraise mower shall have the following features:
- 11.2.2.1. C Mounts to a tractor with hydrostatic drive or true creeper gear; 540 PTO.
- 11.2.2.2. C 4-post individual height adjustment enabling infinite precision.
- 11.2.2.3. C Height adjustments to have locking mechanisms and numerical readouts for adjusting.
- 11.2.2.4. C Blades mounted to rotor in a spiral pattern which feeds fraised material to center of rotor.
- 11.2.2.5. C Blades to mount to rotor with a single bolt and nut.
- 11.2.2.6. C Single tungsten-tipped blades available in 3/16", 3/8" or 1/8" thickness.
- 11.2.2.7. C Rear collection belt (directly behind rotor) is to be angled so as to catch and assist with centering fraised material onto belt and thus minimize belt traveling and wear.
- 11.2.2.8. C Adjustable Height conveyor.
- 11.2.2.9. C Working width (width of fraised ground after single pass) minimum of 63".
- 11.2.2.10. C Transport width (overall width of unit during transport from and to each jobsite with elevating conveyor not extended) not to exceed 90".
- 11.2.2.11. C Weight not to exceed 2,000 lbs.
- 11.3. **Delivery, Documentation and Training.**
- 11.3.1. C Delivery schedule:
- 11.3.1.1. C Material may not ship until after receipt of order from the City. Order is not to be placed by the City until after notice of award is issued by the City. Notice of award is not to be issued until after, but typically within two (2) weeks of, date of award.
- 11.3.1.2. C Unless a later delivery has been authorized in writing by the City, products shall be delivered to the satisfaction of the City within 150%, rounded to the closest whole number, of the number of calendar days after receipt of order indicated on the bidder's submitted Bid Submittal Form as the "estimated time of delivery" after receipt of order.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2022-007

- 11.3.1.3. C Failure by bidder to meet the delivery schedule shall constitute grounds for the City to cancel order and/or consider bidder to be in breach of contract.
- 11.3.1.4. C Bidder shall indicate on the Bid Submittal Form the estimated time of delivery, measured in number of calendar days after receipt of order.
- 11.3.2. _____ Bidder specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 11.3.3. C Bidder shall include in the bid pricing delivery and unloading or offloading and deposit of the deliverable at the following location:
City of Franklin Parks Department Maintenance Shop
Jim Warren Park
705 Boyd Mill Ave.
Franklin, TN 37064
- 11.3.4. C Bidder awarded the purchase shall provide any labor and equipment necessary to unload or offload the deliverable in a manner (a) consistent with best practices for shipping and receiving, (b) that does not involve undue risk to the safety of anyone at the delivery site or the condition of the deliverable, (c) that does not involve City personnel, and (d) without the need for a loading dock.
- 11.3.5. C Delivery shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday except holidays observed by the City.
- 11.3.6. C Documentation, including both operator and service manuals, warranties, detailed troubleshooting information, and any available unit-specific training videos, shall be provided upon delivery of unit.
- 11.3.7. C Training by a qualified factory service representative shall be provided. Training shall include detailed instruction for both operator and service personnel.
- 11.4. C **Warranty.**
- 11.4.1. C Manufacturer's basic warranty, to be for a minimum of six months, shall be included in the bid.
- 11.4.2. C Bidder shall supply a description of the basic warranty along with the Bid Submittal Form.

Brian Wilcox

From: Goldie Powell <gold.gcunlimited@gmail.com>
Sent: Friday, August 27, 2021 11:04 AM
To: Brian Wilcox
Subject: Re: Grounds Care Unlimited, LLC bid on tractor-mounted fraise mower for City of Franklin, TN (City Sol. No. 2022-007)

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

We are in compliance for the shipping/delivery. It was just an oversight.

Thank you,

Goldie Powell
GroundsCARE Unlimited LLC
615-389-6245

On Fri, Aug 27, 2021 at 10:02 AM Brian Wilcox <brianw@franklintn.gov> wrote:

Ms. Goldie Powell, Owner / Member

Grounds Care Unlimited, LLC

6118 New Chapel Rd.

Springfield, TN 37172

(615) 389-6245

gold.gcunlimited@gmail.com

Dear Ms. Powell:

Thank you for the Grounds Care Unlimited bid referenced above.

In that bid (scanned copy attached), we notice that the blank next to City specification no. 11.3.2 (“Bidder specifically acknowledges and accepts City’s standard delivery terms as expressed under ‘General terms and conditions’ above”) is not marked by Grounds Care Unlimited with either a “C” for comply or an “E” for

exception. The City's standard delivery terms as expressed under "General terms and conditions" reads as follows:

Delivery terms: As a matter of practice, the City expects bidder awarded the purchase to ship any and all deliverables FOB destination, freight prepaid and allowed. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder, then the bidder shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.

We also notice on the Bid Submittal Form that Grounds Care Unlimited marked the "Yes" checkbox in response to the question, "Are the City's preferred delivery terms (FOB destination, freight prepaid and allowed) acceptable to bidder?"

As a point of clarification, did Grounds Care Unlimited intend for that blank to be marked? If so, with which designation ("C" for comply or "E" for exception)?

Thank you.

Sincerely,

Brian

Brian W. Wilcox

Purchasing Manager

City of Franklin, Tennessee

Franklin City Hall, Suite 107

109 3rd Avenue South

P.O. Box 305

Franklin, TN 37065-0305

Telephone (direct line): 615-550-6614

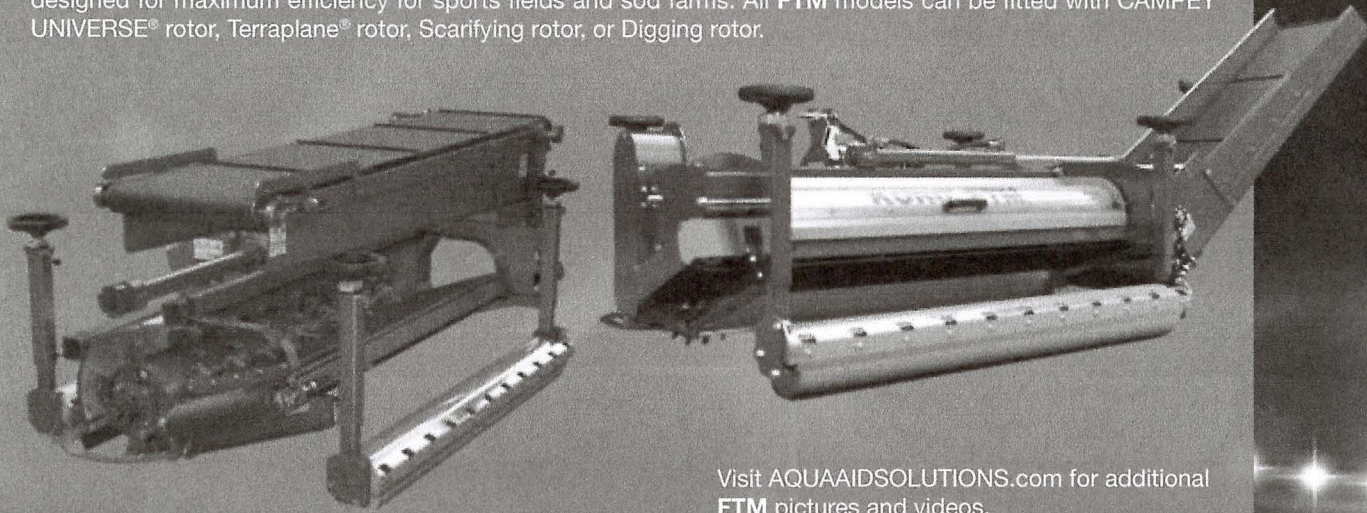
FAX: 615-550-0079

E-mail: brianw@franklintn.gov

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imants.
KORO® FTM™

The **Imants KORO FTM** with the patented **CAMPEY™ UNIVERSE®** rotor is the industry leading fraise mower. The **FTM** will remove unwanted surface matter such as *Poa annua*, thatch, weeds, or the entire surface to a depth of 2". A side conveyor removes debris directly into a trailer leaving a level and even surface. The **FTM 1.2** and **FTM 1.6** are designed and built for fine turf applications such as golf courses, sports fields, and small turf areas. An optional mid-mounted roller can be used for more aggressive undulations. The **FTM 2.0** and **FTM 2.5** are designed for maximum efficiency for sports fields and sod farms. All **FTM** models can be fitted with **CAMPEY™ UNIVERSE®** rotor, Terraplane® rotor, Scarifying rotor, or Digging rotor.



Visit AQUAAIDSOLUTIONS.com for additional **FTM** pictures and videos.

Specifications

	FTM 1.2	✱ FTM 1.6 ✱	FTM 2.0	FTM 2.5
Working Width	47"	63"	79"	98"
Transport Width	80"	90"	100"	120"
Weight w/ CAMPEY™ UNIVERSE® Rotor	1,746 lb	1,951 lb	2,987 lb	3,329 lb
Working Depth		0" - 2"		
No. of CAMPEY™ UNIVERSE® Blades	121 (3/8")	161 (3/8")	202 (3/8")	252 (3/8")
No. of CAMPEY™ UNIVERSE® Finesse Blades	121 (1/8" or 3/16")	161 (1/8" or 3/16")	202 (1/8" or 3/16")	252 (1/8" or 3/16")
No. of Terraplane Blades	36	48	60	75
No. of Scarifying Blades	68 (1/16" or 1/8")	92 (1/16" or 1/8")	112 (1/16" or 1/8")	144 (1/16" or 1/8")
No. of Digging Blades	40 (20 LH, 20 RH)	52 (26 LH, 26 RH)	64 (32 LH, 32 RH)	80 (40 LH, 40 RH)
Power Requirement	40 - 65 hp ◊	40 - 65 hp ◊	70 - 120 hp ◊	90 - 120 hp ◊

Tractor Requirement: 540 pto, Creep gear or hydrostatic drive required, 2 x double acting spool, 4-wheel drive recommended, ◊ Refer to individual tractor specifications for lifting capacity,
Hydraulic Flow: 13.2 gpm min. (FTM 1.2 & FTM 1.6), 15.8 gpm min. (FTM 2.0 & FTM 2.5)

Operating Speed: CAMPEY™ UNIVERSE® rotor: 0.3 to 2.5 mph, CAMPEY™ UNIVERSE® Finesse rotor and Scarifying rotor: 0.3 to 3.7 mph, Terraplane rotor and Digging rotor: 0.3 to 1.2 mph

13 Warranty

IMANTS BV warranty information

(A) Warranty

IMANTS BV guarantees that none of the products that it manufactures has any material faults and IMANTS BV issues a warranty for the manufactured products at the time of shipment, which is valid for a period of twelve (12) months from the date of delivery to the customer. IMANTS BV delivers replacement parts, free of charge, for all parts that IMANTS BV considers to be faulty at the time of shipment. Alternatively, IMANTS BV can opt to repair such components or have such components repaired on its behalf on the condition that such components are returned on request to the factory at Turnhoutseweg 29, 5541 NV, Reusel, the Netherlands. The transport costs for the return shipment must be paid in advance.

This warranty does not apply to any products that have been subject to incorrect use, incorrect application, negligence (including, but not limited to, incorrect maintenance), an accident, incorrect installation, a modification (including, but not limited to, the use of components or add-on components for which permission has not been granted), an alteration or repair. Motors and all accessories that are delivered with products from IMANTS BV but which are not manufactured by IMANTS BV are not covered by the warranty issued by IMANTS BV. They are only sold with the explicit warranty, if there is one, issued by the manufacturer concerned. THE ABOVE REPLACES ALL OTHER WARRANTIES, EITHER EXPLICITLY OR IMPLICITLY (INCLUDING GUARANTEES OF SALEABILITY AND SUITABILITY OF ANY PRODUCT FOR A CERTAIN PURPOSE), AS WELL AS ANY OTHER LIABILITY OF IMANTS BV.

(B) Limitation of liability

It is expressly stated that the liability of IMANTS BV for its products, either on account of termination of the warranty, negligence, strict liability or otherwise, is limited to the delivery of replacement components and that IMANTS BV is not liable for any injury, loss, damage or expenses, neither directly or indirectly, including, but not limited to, a loss of use, income, profit or production, or higher operational costs, or decay or damage of materials resulting from the sale, installation, use, inability to use, or repair or replacement of IMANTS BV products.

Every operation that is expressly forbidden in the operating instructions or instruction manuals that are provided with the machine, and any alteration or assembly procedure that is not recommended by or is not permitted according to the operating or maintenance instructions invalidates such warranty.

(C) Registration

THIS WARRANTY IS INVALID UNLESS THE REGISTRATION FORM IS COMPLETED AND RETURNED TO THE FACTORY AT TURNHOUTSEWEG 29, 5541 NV, REUSEL, THE NETHERLANDS, WITHIN 30 DAYS AFTER DELIVERY OF THE UNIT TO THE CUSTOMER.

No component must be returned under warranty unless IMANTS BV has given permission for it to be returned (RGA - Return Goods Authorization).

ALWAYS STATE THE NAME OF THE COMPONENT, THE COMPONENT NUMBER AND THE SERIAL NUMBER OF THE MACHINE WHEN ORDERING COMPONENTS.

COMMENT:

IMANTS BV maintains the right to make changes to the design and construction without the obligation to also make these changes to previously sold products. In the event of conflicts, the general terms and conditions of delivery and payment laid down by the Koninklijke Metaalunie are applicable.

Reference Request:

GroundsCARE Unlimited LLC has sold similar equipment to the following references in the past 12 months.

Willowbrook Golf Course
6751 McMinnville Hwy
McMinnville, Tn 37355
Equipment Purchase - Imants 2.1 Shockwave
David Burris – Owner
859-266-1121

TN Tech University
1100 McGee Blvd
Cookeville, TN 38505
Equipment Purchase - Imants 1.55 Shockwave
Matt Dexter – Assistant Athletic Director for External Relations
931-372-3101

Valhalla Golf Club
15503 Shelbyville Rd
Louisville, KY 40245
Equipment Purchase - Imants 2.1 Shockwave
John Ballard – Golf Course Superintendent
502-245-1714

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of Tennessee)
County of Robertson) SS

Affiant, Goldie Powell, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner / Member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Grounds CARE Unlimited LLC.
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

Goldie Powell
(signature of Affiant)

Owner / Member
(title of Affiant)

Sworn and subscribed to before me this 23 day of August, 2021

Teresa Williams
STATE OF TENNESSEE
NOTARY PUBLIC
(Notary Public)

My Commission Expires: 6/25/2025

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2022-007)

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2021-0249)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment and Successors. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. Subcontracting. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
3. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
4. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
5. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2022 - 007

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615-550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

GroundsCARE Unlimited LLC

6118 New Chapel Rd

Springfield TN 37172

gold.gcuunlimited@gmail.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

6. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
7. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
8. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply. No arbitration or mediation shall be binding.
9. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
10. Warranties/Limitation of Liability/Waiver. 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 Vendor to limit its liability shall be void and unenforceable.
11. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

12. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
13. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
14. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
15. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
16. Termination. Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

17. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under the “Severability” section above, and may also have such other remedies as it may be entitled to in law or in equity.
18. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
19. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section title and signed by an authorized representative of each party.
20. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.



File #: 21-02445

DATE: September 17, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering

SUBJECT:

Discussion Concerning Fieldstone Parkway And The Comprehensive Transportation Network Plan (Major Thoroughfare Plan).

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Comprehensive Transportation Network Plan (Major Thoroughfare Plan).

BACKGROUND/STAFF COMMENTS:

At the request of the Board of Mayor and Aldermen (BOMA), staff is bringing forward a discussion on the Major Thoroughfare Plan (MTP) to specifically discuss Fieldstone Parkway (Spencer Creek Road - South Berrys Chapel Road). Within the last week, staff researched the history associated with this roadway and the MTP. Below is a summary of the history:

- The property that would become Fieldstone Farms was annexed into the City of Franklin, TN on December 3, 1986.
- Fieldstone Parkway was shown on the December 16, 1986, February 19, 1991, September 20, 1994 and June 16, 1998 approved MTP.
- The Fieldstone Farms PUD was approved in 1996. It should be noted that the original concept plan included Fieldstone Parkway as currently shown in the MTP.
- On June 9th, 1998, the developer of Fieldstone Farms recorded the final plat of Fieldstone Farms, Section V, dedicating the future right-of-way to the City of Franklin, TN. Fieldstone Parkway is shown as a proposed arterial roadway on this plat.
- The MTP was updated in 2001 and included Fieldstone Parkway as a major collector roadway.
- On March 18, 2004, the Franklin Municipal Planning Commission (FMPC) removed Fieldstone Parkway (Spencer Creek Road to South Berrys Chapel Road) as part of a MTP update.
- The MTP was updated on September 23, 2010 and the plan did not include Fieldstone Parkway (Spencer Creek Road to South Berrys Chapel Road).
- On August 25th, 2016, the FMPC adopted the current MTP. In this version of the plan, the unbuilt section of Fieldstone Parkway was included as a minor collector (2-3 lane roadway). It

should be noted that the current staff was not involved in the discussions that led to the removal of this roadway from the plan in 2004.

City staff is seeking direction on how to proceed with the Fieldstone Parkway Project (Spencer Creek Road to South Berrys Chapel Road). Staff generally supports the connectivity of arterial, collector and local roadways. Roadway connectivity is critical for accommodating existing and increasing traffic within the city. An inter-connected roadway network will accommodate more travel demand, reduce congestion, improve travel efficiency, improve emergency response times and improve vehicle distribution. One of the primary negatives often associated with connectivity is local opposition from existing residents. Traffic and transportation issues within the City of Franklin, Williamson County and Middle Tennessee have a direct impact on the current and future quality of life. The Market Street Extension Project and the Liberty Pike Extension project are two other planned improvements that involve connectivity and are an important part of our proposed transportation network. Ultimately, these projects and others like them will not happen without the support of our elected officials and the public. Staff seeks direction from the BOMA on the following issues:

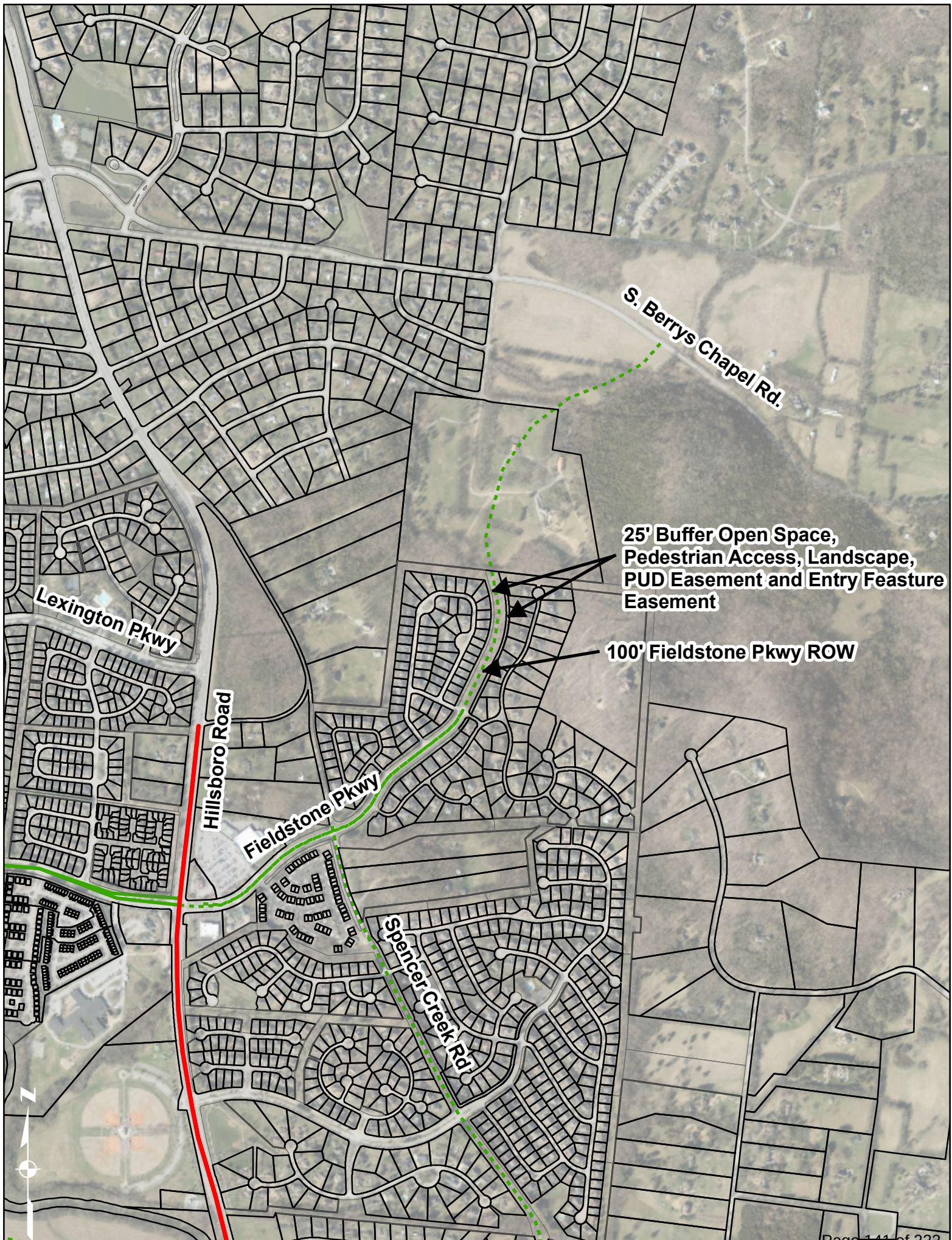
1. How does the BOMA want to proceed with Fieldstone Parkway Project (Spencer Creek Road to South Berrys Chapel Road)?
2. Recognizing that the City of Franklin owns Fieldstone Parkway right-of-way, can this roadway be planned as a high volume local roadway?
3. Does the BOMA wish to declare this property as surplus and deed the property to the Fieldstone Farms HOA?

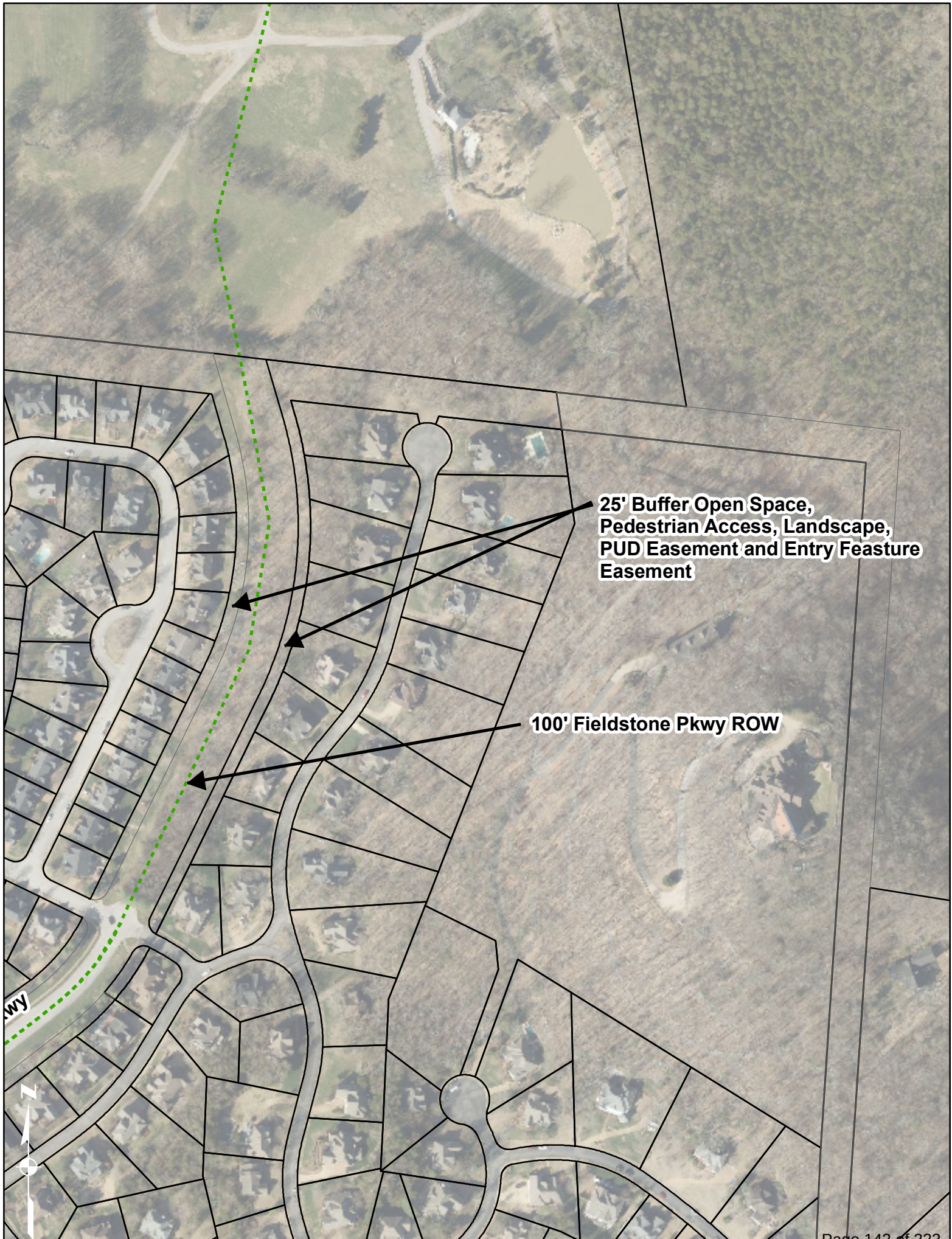
FINANCIAL IMPACT:

No financial impact at this time.

RECOMMENDATION:

City staff generally recommends that connectivity be provided where possible in building out the City's roadway network.





**25' Buffer Open Space,
Pedestrian Access, Landscape,
PUD Easement and Entry Feature
Easement**

100' Fieldstone Pkwy ROW

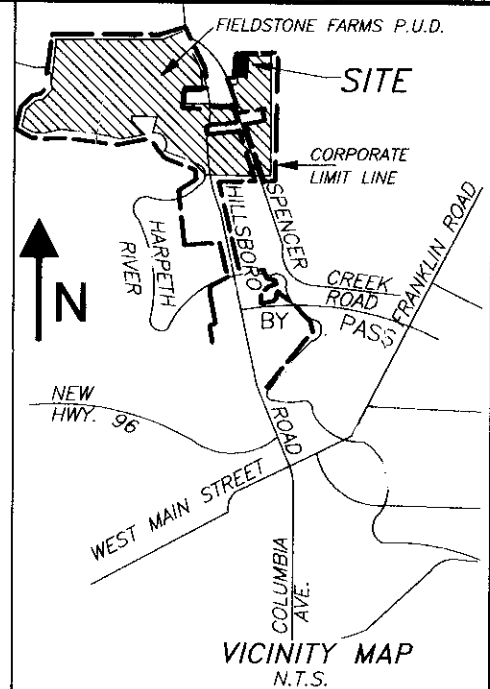
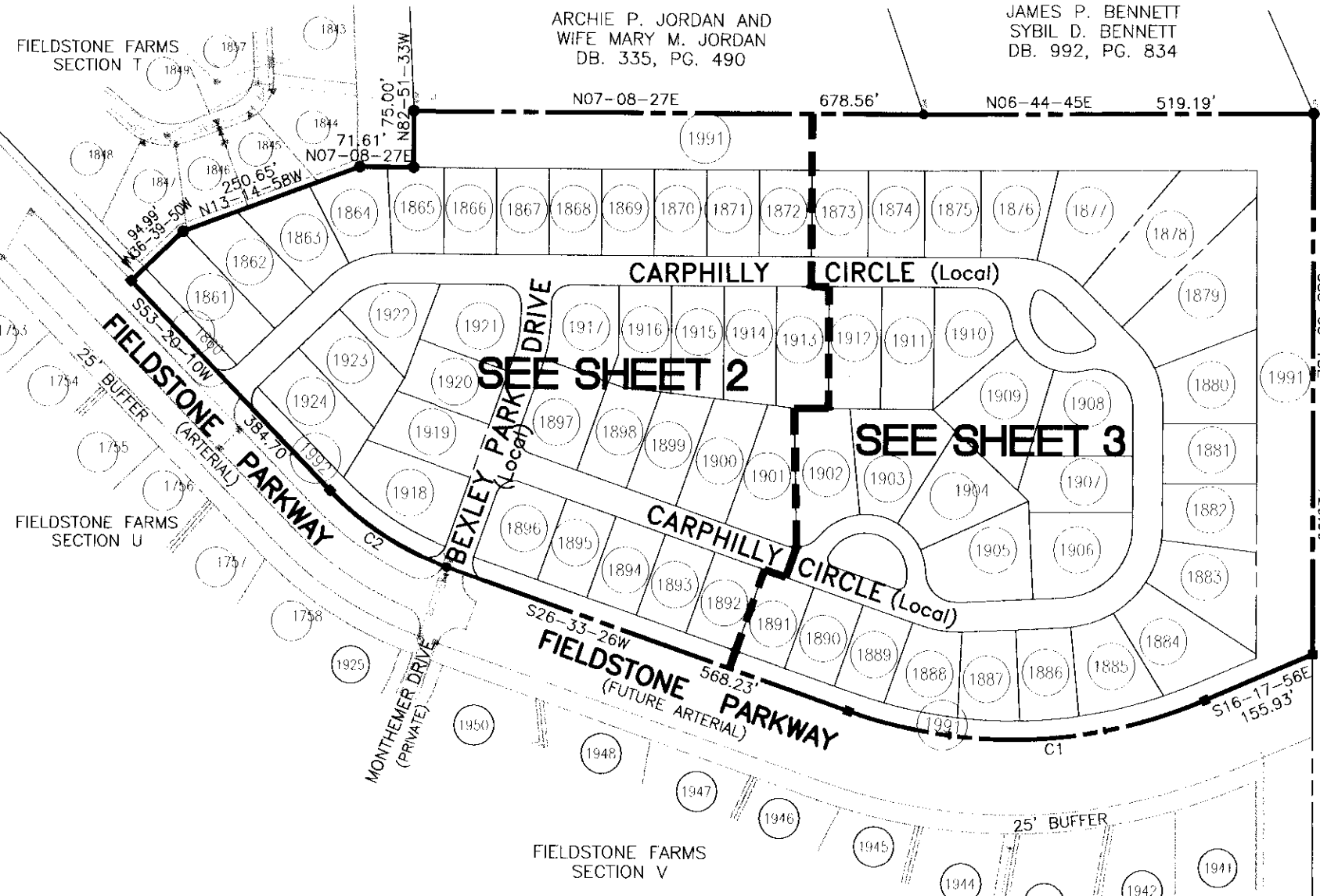
NOTES:

- Existing Zoning: PLANNED RESIDENTIAL (P.R. 2.9)
- Minimum Required Setback Lines:
Yard Fronting on any street: 25'
Side yard: 5'
Rear yard: 25'
- Concrete Monument
- or Iron Pin
- Owner/
Subdivider: WESTBROOK FIELDSTONE FARMS, L.L.C.
2111 FIELDSTONE PARKWAY
FRANKLIN, TENNESSEE 37064
(615) 791-0999
- Surveyor: CHERRY LAND SURVEYING
622 WEST IRIS DRIVE
NASHVILLE, TENNESSEE 37204
(615) 269-3972
- THIS PROPERTY DOES NOT LIE WITHIN AN AREA CONTAINING THE 100 YEAR FLOODPLAIN IN ACCORDANCE WITH FEMA "LETTER OF MAP REVISION" (LOMR) DATED JULY 28, 1995, REFERENCE FEMA/FIRM PANEL 470206-0001 D.
- NO BUILDINGS ARE PERMITTED IN OPEN SPACE, BUFFER, OR EASEMENT AREAS.
- MAINTENANCE OF LANDSCAPE MEDIAN/ EASEMENT AREAS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.
- NO DRIVEWAY ACCESS TO FIELDSTONE PARKWAY IS PERMITTED.

LEGEND

BOUNDARY LINE	---
EXISTING SEWER LINE	---S
EXISTING STORM LINE	---ST
EXISTING WATER LINE	---W
LOT NUMBER	1864

SPENCER CREEK ROAD



AREA TABULATIONS					
LOT	SQ. FT.	ACRES	LOT	SQ. FT.	ACRES
1860	4320.2	0.10	1894	8050.0	0.18
1861	12471.8	0.29	1895	8050.0	0.18
1862	11411.6	0.26	1896	10215.9	0.23
1863	10395.6	0.24	1897	11112.5	0.26
1864	9675.0	0.22	1898	9050.1	0.21
1865	8286.8	0.19	1899	10098.7	0.23
1866	8049.5	0.18	1900	11212.7	0.26
1867	8049.5	0.18	1901	11774.3	0.27
1868	8049.5	0.18	1902	13017.5	0.30
1869	8049.5	0.18	1903	14696.7	0.34
1870	8049.5	0.18	1904	12956.7	0.30
1871	8049.5	0.18	1905	14232.6	0.33
1872	8049.5	0.18	1906	13505.1	0.31
1873	8624.5	0.20	1907	10832.0	0.25
1874	8624.5	0.20	1908	13460.7	0.31
1875	8644.7	0.20	1909	15987.9	0.37
1876	10373.3	0.24	1910	11738.9	0.27
1877	16427.9	0.38	1911	11353.5	0.26
1878	21340.8	0.49	1912	11311.6	0.26
1879	20435.1	0.47	1913	11274.7	0.26
1880	12978.5	0.30	1914	10822.6	0.25
1881	10000.0	0.23	1915	10254.9	0.24
1882	10421.4	0.24	1916	9958.4	0.23
1883	13553.6	0.31	1917	10311.4	0.24
1884	14133.5	0.32	1918	12986.9	0.30
1885	10679.1	0.25	1919	10402.4	0.24
1886	9239.2	0.21	1920	9532.6	0.22
1887	9169.7	0.21	1921	11513.0	0.26
1888	9341.4	0.21	1922	9179.5	0.21
1889	8031.2	0.18	1923	10230.3	0.23
1890	8050.0	0.18	1924	11744.3	0.27
1891	8050.0	0.18	1991	166661.9	3.83
1892	8050.0	0.18	1992	8140.7	0.19
1893	8050.0	0.18			
CARPHILLY CIRCLE DEDICATED R/W				119911.9	2.75
BEXLEY PARK DRIVE DEDICATED R/W				16449.8	0.38

BOUNDARY CURVE DATA

NO.	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
C1	42-51-23	650.00'	255.10'	486.19'	474.93'	S05-07-45W
C2	26-48-06	400.00'	95.30'	187.11'	185.41'	S39-57-29W

CERTIFICATE OF APPROVAL OF SUBDIVISION NAME AND STREET NAMES

Subdivision name and street names approved by the Williamson County Emergency Management Agency.

Jorie Gruen Aug 3, 1998
Williamson County Emergency Management Agency Date

REGISTER'S OFFICE
(STATE OF TENNESSEE) WILLIAMSON COUNTY
Received for record the 14th day of August,
1998 at 12:15 o'clock P. M. Noted in Note Book
page 155 and recorded in 14th Book no 27
page 32 Fee \$ 32.00
WITNESS MY HAND
ALC# 290354 Sadie G. Wade Register
Deputy



LITTLEJOHN ENGINEERING ASSOCIATES, INC.
ENGINEERING PLANNING LANDSCAPE ARCHITECTURE
1935 Twenty-First Avenue South Nashville, Tennessee 37212 Phone 615-385-4144

SEE SHEET 2 AND 3 FOR ADDITIONAL INFORMATION

10/07/98	REVISIONS TO SHEETS 2 AND 3
07/17/98	GENERAL REVISIONS ON SHEETS 2 AND 3
11/04/97	REVISED BOUNDARY INFORMATION
10/07/97	REVISED PER CITY COMMENTS
DATE	REVISION

FINAL PLAT OF
Fieldstone Farms
A P.U.D. SUBDIVISION
SECTION AA
NORTH RIDGE

FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

TOTAL ACRES:	<u>23.17</u>	TOTAL LOTS:	<u>67</u>
ACRES NEW STREETS:	<u>3.13</u>	FEET NEW STREETS:	<u>3063</u>
CIVIL DISTRICT:	<u>8</u>	CLOSURE ERROR:	<u>1:10000</u>
SCALE:	<u>1" = 200'</u>	DATE:	<u>SEPTEMBER 16, 1997</u>

CERTIFICATE OF OWNERSHIP
(We) hereby certify that I am (we are) the owner(s) of the property shown hereon as of record in Book 1557, Page 455, R.O.W.C., Tennessee, and adopt the plan of subdivision of property shown hereon and dedicate all public ways and easements as noted. No lot(s) as shown hereon shall again be subdivided, resubdivided, altered, or changed so as to produce less area than is hereby established until otherwise approved by the Franklin Municipal Planning Commission, and under no condition shall such lot(s) be made to produce less area than is prescribed by the restrictive covenants as of record in Book 1557, Page 455, R.O.W.C., Tennessee, running with the title to the property. (We) further certify that there are no liens on this property, except as follows: Book 1557, Page 455.
Owner(s): Westbrook Fieldstone Farms, L.L.C. By: Chris S. Gray
a Delaware Limited Liability Company Printed Name: Westerra Management, L.L.C.
Authorized Representative Title: 1st Vice President

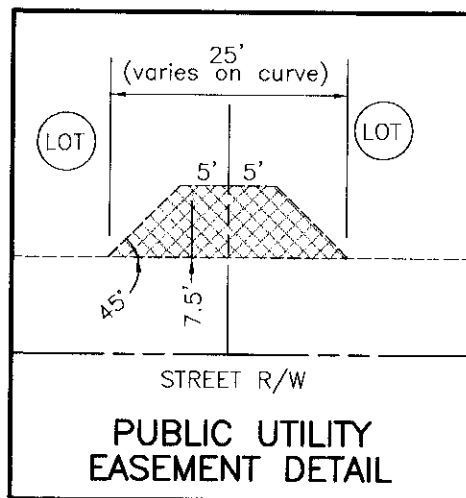
CERTIFICATE OF SURVEY
(We) hereby certify that the subdivision plot as shown hereon is correct and that all of the monuments shown hereon have been placed as indicated. This subdivision plat correctly represents a survey made under my supervision on the 20 day of August, 1998.
R. Scott Cherry 7-20-98
Surveyor Date
Tenn. License No. 1512

CERTIFICATE OF APPROVAL OF WATER AND SEWER SYSTEMS
I hereby certify that: (1) the water and sewer systems designated in Fieldstone Farms Sect. AA Subd. have been installed in accordance with City specifications, or (2) a performance bond in the amount of \$27,000 for the water system and \$27,000 for the sewer system has been posted with the City of Franklin, Tennessee, to assure completion of such systems.
Wilson Vaden 10-12-98
Supt., Water and Sewer Date
Franklin, Tenn.

CERTIFICATE OF APPROVAL OF STREETS AND DRAINAGE
I hereby certify that: (1) the streets and drainage designated in Fieldstone Farms Section AA Subdivision have been installed in accordance with City specifications, or (2) a performance bond in the amount of \$233,000 for the streets and \$230,000 for drainage has been posted with the City of Franklin, Tennessee, to assure completion of such improvements.
Wilson Vaden 10-12-98
Supt., Streets Date
Franklin, Tenn.

CERTIFICATE OF APPROVAL FOR RECORDING
Approved by the Franklin Municipal Planning Commission, Franklin, Williamson County, Tenn., with the exception of such conditions, if any, as are noted in the Planning Commission minutes for the 21st day of October, 1997, and this plat has been approved for recording in the Register's Office of Williamson County.
Bob Hantz 10/13/98
Secretary: Franklin Municipal Planning Commission Date

- NOTES:
- Existing Zoning: PLANNED RESIDENTIAL (P.R. 2.9)
 - Minimum Required Setback Lines:
Yard Fronting on any street: 25'
Side yard: 5'
Rear yard: 25'
 - Concrete Monument
 - or Iron Pin
 - Owner/Subdivider: WESTBROOK FIELDSTONE FARMS, L.L.C.
2111 FIELDSTONE PARKWAY
FRANKLIN, TENNESSEE 37064
(615) 791-0999
 - Surveyor: CHERRY LAND SURVEYING
622 WEST IRIS DRIVE
NASHVILLE, TENNESSEE 37204
(615) 269-3972
 - THIS PROPERTY DOES NOT LIE WITHIN AN AREA CONTAINING THE 100 YEAR FLOODPLAIN IN ACCORDANCE WITH FEMA "LETTER OF MAP REVISION" (LOMR) DATED JULY 28, 1995, REFERENCE FEMA/FIRM PANEL 470206-0001 D.
 - NO BUILDINGS ARE PERMITTED IN OPEN SPACE, BUFFER, OR EASEMENT AREAS.
 - MAINTENANCE OF LANDSCAPE MEDIAN/ EASEMENT AREAS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.
 - NO DRIVEWAY ACCESS TO FIELDSTONE PARKWAY IS PERMITTED.



LEGEND

STORM LINE	ST	□
SANITARY SEWER LINE	SA	○
WATER LINE	W	—
EASEMENT		---
BOUNDARY LINE		---
STREET LIGHT	*	
FIRE HYDRANT	⦿	
EXISTING SEWER LINE	SA	—
EXISTING STORM LINE	ST	—
EXISTING WATER LINE	W	—
LOT NUMBER	1919	
HOUSE NUMBER	200	

CERTIFICATE OF APPROVAL OF SUBDIVISION NAME AND STREET NAMES

Subdivision name and street names approved by the Williamson County Emergency Management Agency.

Janie Erwin
Williamson County Emergency Management Agency
Aug. 3, 1998
Date

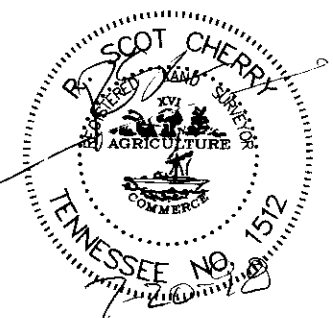
REGISTER'S OFFICE
(STATE OF TENNESSEE) WILLIAMSON COUNTY
Received for record the 14th day of October 1998 at 2:50 p.m. Noted in Note Book page 455 and recorded in plat Book no 27 page 36 Fee \$32.06
WITNESS MY HAND
SADIE G. WADE
Register

CERTIFICATE OF OWNERSHIP

I(We) hereby certify that I am (we are) the owner(s) of the property shown hereon as of record in Book 1557, Page 455, R.O.W.C., Tennessee, and adopt the plan of subdivision of property shown hereon and dedicate all public ways and easements as noted. No lot(s) as shown hereon shall again be subdivided, resubdivided, altered, or changed so as to produce less area than is hereby established until otherwise approved by the Franklin Municipal Planning Commission, and under no condition shall such lot(s) be made to produce less area than is prescribed by the restrictive covenants as of record in Book 1557, Page 455, R.O.W.C., Tennessee, running with the title to the property. I(We) further certify that there are no liens on this property, except as follows: Book 1557, Page 455, R.O.W.C.

Owner(s): Westbrook Fieldstone Farms, L.L.C.
a Delaware Limited Liability Company
By: Western Management, L.L.C.,
Authorized Representative

By: *Scott Cherry*
Printed Name: *Scott Cherry*
Title: *Surveyor*



CERTIFICATE OF SURVEY

I(We) hereby certify that the subdivision plat as shown hereon is correct and that all of the monuments shown hereon have been placed as indicated. This subdivision plat correctly represents a survey made under my supervision on the 28 day of July, 1998.

R. S. Cherry
Surveyor
1512
Tenn. License No.

CERTIFICATE OF APPROVAL OF WATER AND SEWER SYSTEMS

I hereby certify that: (1) the water and sewer systems designated in Fieldstone Farms Sect. AA Subd. have been installed in accordance with City specifications, or (2) a performance bond in the amount of \$97,000 for the water system and \$427,000 for the sewer system has been posted with the City of Franklin, Tennessee, to assure completion of such systems.

Edmund
Supt., Water and Sewer
Franklin, Tenn.
10-12-98
Date

LITTLEJOHN ENGINEERING ASSOCIATES, INC.
ENGINEERING PLANNING LANDSCAPE ARCHITECTURE
1935 Twenty-First Avenue South Nashville, Tennessee 37212 Phone 615-385-4144

CERTIFICATE OF APPROVAL OF STREETS AND DRAINAGE

I hereby certify that: (1) the streets and drainage systems designated in Fieldstone Farms Section AA Subdivision have been installed in accordance with City specifications, or (2) a performance bond in the amount of \$233,000 for streets and \$230,000 for drainage has been posted with the City of Franklin, Tennessee, to assure completion of such improvements.

William Vaden
Supt., Streets
Franklin, Tenn.
10-13-98
Date

CERTIFICATE OF APPROVAL FOR RECORDING

Approved by the Franklin Municipal Planning Commission, Franklin, Williamson County, Tenn., with the exception of such conditions, if any, as are noted in the Planning Commission minutes for the 21st day of October 1997, and this plat has been approved for recording in the Register's Office of Williamson County.

Bob Tate
Secretary, Franklin Municipal
Planning Commission
10/13/98
Date

SEE SHEET 1 AND 3 FOR
ADDITIONAL INFORMATION

27/36 B

10/07/98	STORM LINE IN BEXLEY PARK L.N. AND MOVED LIGHTS
07/17/98	REVISED STORM LINE AND ADDED EXISTING LIGHTS
11/04/97	REVISED BOUNDARY INFORMATION
10/07/97	REVISED PER CITY COMMENTS
DATE	REVISION

FINAL PLAT OF
Fieldstone Farms
A P.U.D. SUBDIVISION
SECTION AA
NORTH RIDGE

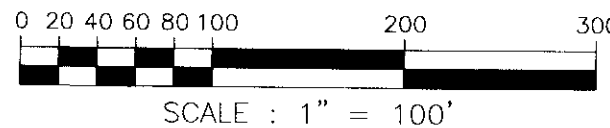
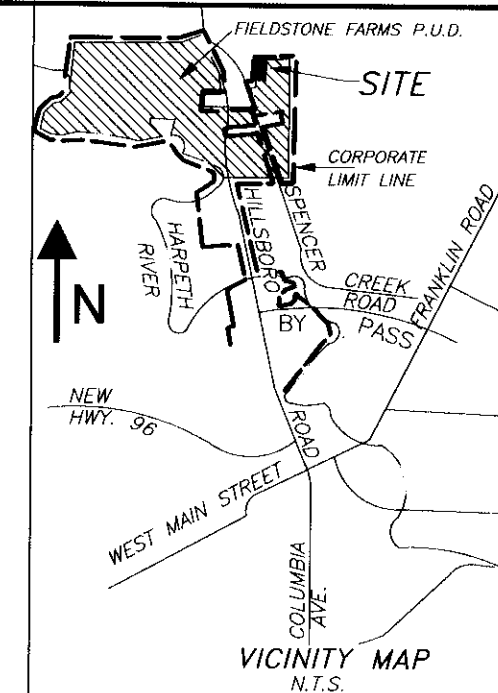
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

TOTAL ACRES: 23.17 TOTAL LOTS: 67

ACRES NEW STREETS: 3.13 FEET NEW STREETS: 3063

CIVIL DISTRICT: 8 CLOSURE ERROR: 1:10000

SCALE: 1" = 100' DATE: SEPTEMBER 16, 1997



AREA TABULATIONS

LOT	SQ. FT.	ACRES	LOT	SQ. FT.	ACRES
1860	4320.2	0.10	1894	8050.0	0.18
1861	12471.3	0.29	1895	8050.0	0.18
1862	11412.0	0.26	1896	10215.9	0.23
1863	10395.0	0.24	1897	11112.5	0.26
1864	9675.0	0.22	1898	9030.1	0.21
1865	8286.8	0.19	1899	10098.7	0.23
1866	8049.5	0.18	1900	11212.7	0.26
1867	8049.5	0.18	1901	11774.3	0.27
1868	8049.5	0.18	1902	13017.5	0.30
1869	8049.5	0.18	1903	14696.7	0.34
1870	8049.5	0.18	1904	12956.7	0.30
1871	8049.5	0.18	1905	14232.6	0.33
1872	8049.5	0.18	1906	13505.1	0.31
1873	8624.5	0.20	1907	10832.0	0.25
1874	8624.5	0.20	1908	13460.7	0.31
1875	8644.7	0.20	1909	15987.9	0.37
1876	10373.3	0.24	1910	11738.9	0.27
1877	16427.9	0.38	1911	11353.5	0.26
1878	21340.8	0.49	1912	11311.6	0.26
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1880	12978.5	0.30	1914	10822.6	0.25
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1885	10679.1	0.25	1919	10402.4	0.24
1886	9239.2	0.21	1920	9532.6	0.22
1887	9169.7	0.21	1921	11513.0	0.26
1888	9341.4	0.21	1922	9179.5	0.21
1889	8031.2	0.18	1923	10230.3	0.23
1890	8050.0	0.18	1924	11744.3	0.27
1891	8050.0	0.18	1925	166661.9	3.83
1892	8050.0	0.18	1926	8140.7	0.19
1893	8050.0	0.18			

CARPHILLY CIRCLE DEDICATED R/W 119911.9 2.75
BEXLEY PARK DRIVE DEDICATED R/W 16449.8 0.38

NOTES:

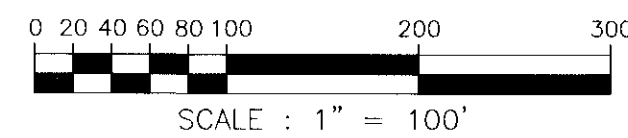
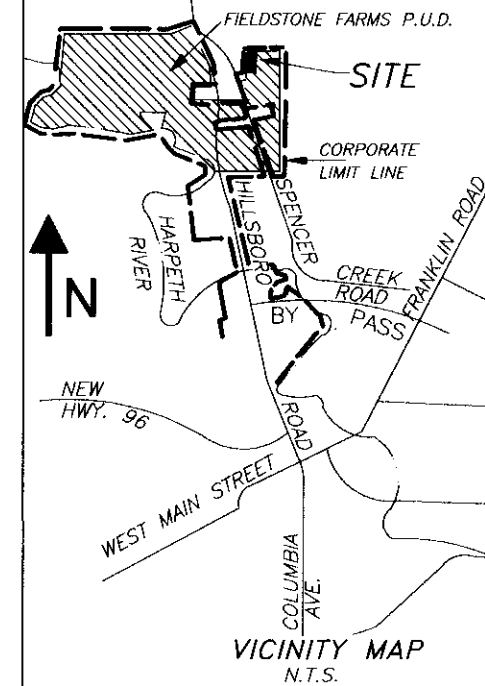
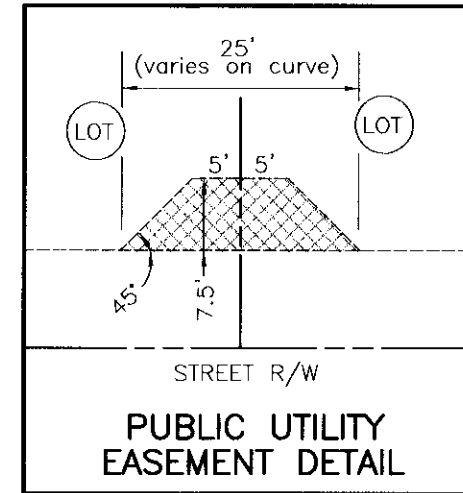
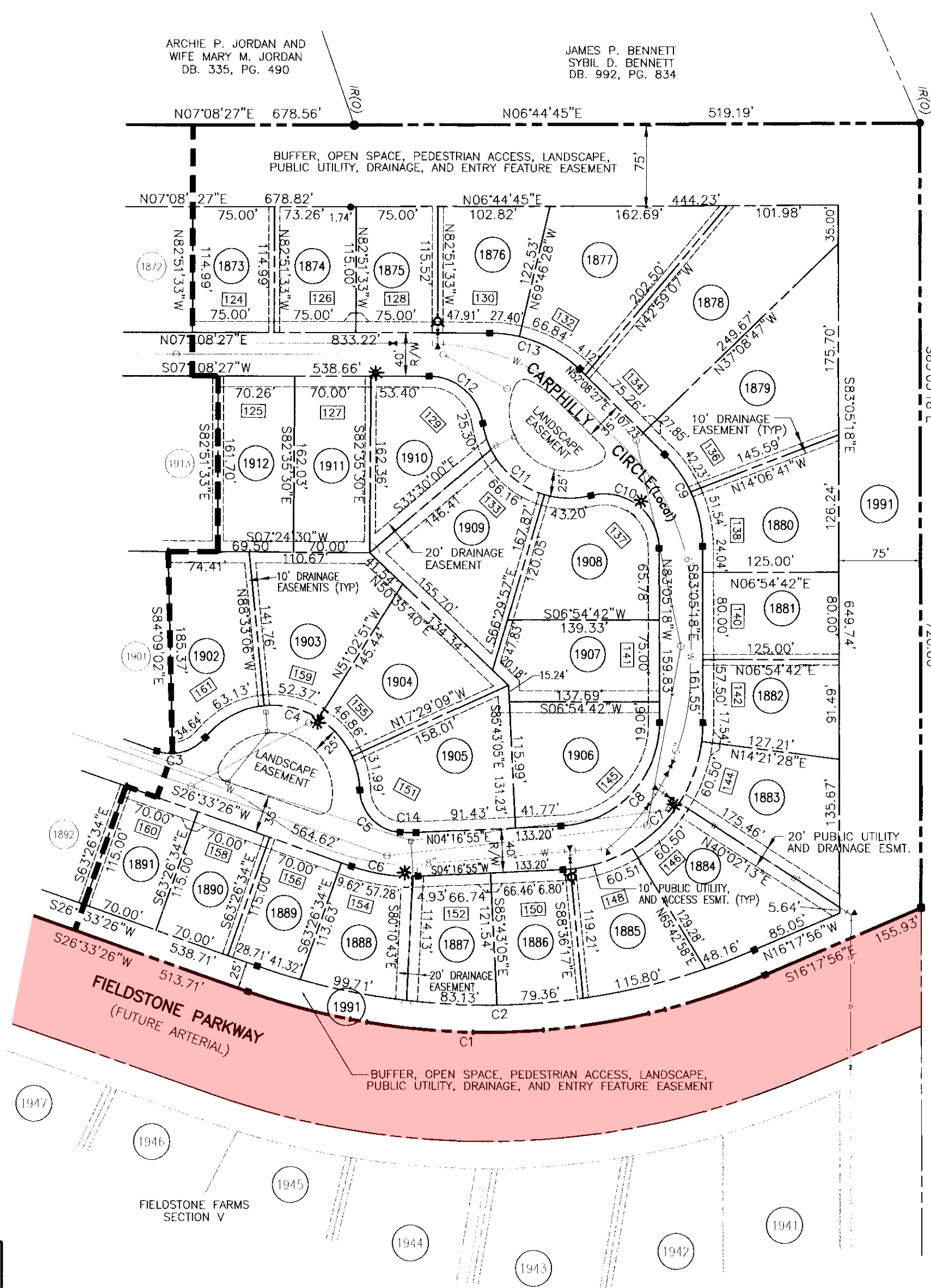
- Existing Zoning: PLANNED RESIDENTIAL (P.R. 2.9)
- Minimum Required Setback Lines:
Yard Fronting on any street: 25'
Side yard: 5'
Rear yard: 25'
- Concrete Monument
- or Iron Pin
- Owner/ Subdivider: WESTBROOK FIELDSTONE FARMS, L.L.C.
2111 FIELDSTONE PARKWAY
FRANKLIN, TENNESSEE 37064
(615) 791-0999
- Surveyor: CHERRY LAND SURVEYING
622 WEST IRIS DRIVE
NASHVILLE, TENNESSEE 37204
(615) 269-3972
- THIS PROPERTY DOES NOT LIE WITHIN AN AREA CONTAINING THE 100 YEAR FLOODPLAIN IN ACCORDANCE WITH FEMA "LETTER OF MAP REVISION" (LOMR) DATED JULY 28, 1995, REFERENCE FEMA/FIRM PANEL 470206-0001 D.
- NO BUILDINGS ARE PERMITTED IN OPEN SPACE, BUFFER, OR EASEMENT AREAS.
- MAINTENANCE OF LANDSCAPE MEDIAN/ EASEMENT AREAS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.
- NO DRIVEWAY ACCESS TO FIELDSTONE PARKWAY IS PERMITTED.

CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	650.00'	486.19'	255.10'	474.93'	S05°07'45"W	42°51'23"
C2	625.00'	467.49'	245.29'	456.67'	S05°07'45"W	42°51'23"
C3	40.00'	49.09'	28.18'	46.07'	N08°36'11"W	70°19'16"
C4	80.00'	194.34'	215.03'	149.96'	N25°49'46"E	139°11'10"
C5	40.00'	58.80'	36.16'	53.65'	N53°18'34"E	84°13'33"
C6	160.00'	62.20'	31.50'	61.81'	S15°25'11"W	22°16'32"
C7	135.00'	205.86'	128.94'	186.49'	S39°24'12"E	87°22'13"
C8	95.00'	144.87'	90.74'	131.23'	N39°24'12"W	87°22'13"
C9	120.00'	93.77'	49.42'	91.40'	N74°31'34"E	44°46'15"
C10	50.00'	91.06'	64.40'	78.99'	S44°44'11"W	104°21'01"
C11	80.00'	134.66'	89.54'	119.32'	S40°47'00"W	96°26'39"
C12	50.00'	71.44'	43.36'	65.52'	S48°04'23"W	81°51'53"
C13	120.00'	94.25'	49.71'	91.84'	N29°38'27"E	45°00'00"
C14	120.00'	14.48'	7.25'	14.47'	S07°44'21"W	06°54'53"

LEGEND

STORM LINE	ST
SANITARY SEWER LINE	SA
WATER LINE	W
EASEMENT	
BOUNDARY LINE	
STREET LIGHT	*
FIRE HYDRANT	Δ
EXISTING SEWER LINE	SA
EXISTING STORM LINE	ST
EXISTING WATER LINE	W
LOT NUMBER	1905
HOUSE NUMBER	206



AREA TABULATIONS					
LOT	SQ. FT.	ACRES	LOT	SQ. FT.	ACRES
1860	4320.2	0.10	1894	8050.0	0.18
1861	12471.8	0.29	1895	8050.0	0.18
1862	11411.6	0.26	1896	10215.9	0.23
1863	10395.6	0.24	1897	11112.5	0.26
1864	9675.0	0.22	1898	9030.1	0.21
1865	8286.8	0.19	1899	10098.7	0.23
1866	8049.5	0.18	1900	11212.7	0.26
1867	8049.5	0.18	1901	11774.3	0.27
1868	8049.5	0.18	1902	13017.5	0.30
1869	8049.5	0.18	1903	14696.7	0.34
1870	8049.5	0.18	1904	12956.7	0.30
1871	8049.5	0.18	1905	14232.6	0.33
1872	8049.5	0.18	1906	13505.1	0.31
1873	8624.5	0.20	1907	10832.0	0.25
1874	8624.5	0.20	1908	13460.7	0.31
1875	8644.7	0.20	1909	15987.9	0.37
1876	10373.3	0.24	1910	11738.9	0.27
1877	16427.9	0.38	1911	11353.5	0.26
1878	21340.8	0.49	1912	11311.6	0.26
1879	20435.1	0.47	1913	11274.7	0.26
1880	12978.5	0.30	1914	10822.6	0.25
1881	10000.0	0.23	1915	10254.9	0.24
1882	10421.4	0.24	1916	9958.4	0.23
1883	13553.6	0.31	1917	10311.4	0.24
1884	14133.5	0.32	1918	12986.9	0.30
1885	10679.1	0.25	1919	10402.4	0.24
1886	9239.2	0.21	1920	9532.6	0.22
1887	9169.7	0.21	1921	11513.0	0.26
1888	9341.4	0.21	1922	9179.5	0.21
1889	8031.2	0.18	1923	10230.3	0.23
1890	8050.0	0.18	1924	11744.3	0.27
1891	8050.0	0.18	1991	16661.9	3.83
1892	8050.0	0.18	1992	8140.7	0.19
1893	8050.0	0.18			
CARPHILLY CIRCLE DEDICATED R/W		119911.9	2.75		
BEXLEY PARK DRIVE DEDICATED R/W		16449.8	0.38		

27/36C

SEE SHEETS 1 AND 2 FOR ADDITIONAL INFORMATION

CERTIFICATE OF APPROVAL OF SUBDIVISION NAME AND STREET NAMES

Subdivision name and street names approved by the Williamson County Emergency Management Agency.

Donnie W. Wix Aug. 3, 1998
Williamson County Emergency Management Agency Date

REGISTER'S OFFICE (STATE OF TENNESSEE) WILLIAMSON COUNTY

Received for record the 4th day of October 1998 at 12:25 o'clock P.M. Noted in Note Book page 455 and recorded in plat Book no. 27 page 36 Fee \$32.00

WITNESS MY HAND SADIE G. WADE Register

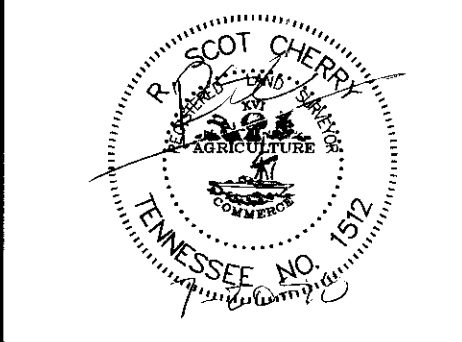
Donnie W. Wix Deputy

CERTIFICATE OF OWNERSHIP

I (We) hereby certify that I am (we are) the owner(s) of the property shown hereon as of record in Book 1557, Page 455, R.O.W.C., Tennessee, and adopt the plan of subdivision of property shown hereon and dedicate all public ways and easements as noted. No lot(s) as shown hereon shall again be subdivided, resubdivided, altered, or changed so as to produce less area than is hereby established until otherwise approved by the Franklin Municipal Planning Commission, and under no condition shall such lot(s) be made to produce less area than is prescribed by the restrictive covenants of record in Book 1557, Page 455, R.O.W.C., Tennessee, running with the title to the property. I (We) further certify that there are no liens on this property, except as follows: Book 1557, Page 455, R.O.W.C.

Owner(s): Westbrook Fieldstone Farms, L.L.C. a Delaware Limited Liability Company By: Western Management, L.L.C., Authorized Representative

By: *Chris G. Cagle* Printed Name: *Chris G. Cagle* Title: *Asst. Vice President*



CERTIFICATE OF SURVEY

I (We) hereby certify that the subdivision plat as shown hereon is correct and that all of the monuments shown hereon have been placed as indicated. This subdivision plat correctly represents a survey made under my supervision on the 22nd day of October, 1998.

Scott Cherry 10-22-98
Surveyor Date
Tenn. License No. 1512

CERTIFICATE OF APPROVAL OF WATER AND SEWER SYSTEMS

I hereby certify that: (1) the water and sewer systems designated in Fieldstone Farms Sect. AA Subd. have been installed in accordance with City specifications, or (2) a performance bond in the amount of \$87,000 for the water system and \$122,000 for the sewer system has been posted with the City of Franklin, Tennessee, to assure completion of such systems.

William Vaden 10-12-98
Supt., Water and Sewer Franklin, Tenn. Date

LITTLEJOHN ENGINEERING ASSOCIATES, INC.

ENGINEERING PLANNING LANDSCAPE ARCHITECTURE

1935 Twenty-First Avenue South Nashville, Tennessee 37212 Phone 615-385-4144

CERTIFICATE OF APPROVAL OF STREETS AND DRAINAGE

I hereby certify that: (1) the streets and drainage designated in Fieldstone Farms Section AA Subdivision have been installed in accordance with City specifications, or (2) a performance bond in the amount of \$133,000 for streets and \$219,000 for drainage has been posted with the City of Franklin, Tennessee, to assure completion of such improvements.

*SIDEWALKS - \$66,000

William Vaden 10-12-98
Supt., Streets Franklin, Tenn. Date

CERTIFICATE OF APPROVAL FOR RECORDING

Approved by the Franklin Municipal Planning Commission, Franklin, Williamson County, Tenn., with the exception of such conditions, if any, as are noted in the Planning Commission minutes for the 27th day of October 1998, and this plat has been approved for recording in the Register's Office of Williamson County.

Bob Marti 10/13/98
Secretary: Franklin Municipal Planning Commission Date

FINAL PLAT OF Fieldstone Farms A P.U.D. SUBDIVISION SECTION AA NORTH RIDGE

FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

TOTAL ACRES: 23.17 TOTAL LOTS: 67

ACRES NEW STREETS: 3.13 FEET NEW STREETS: 3063

CIVIL DISTRICT: 8 CLOSURE ERROR: 1:10000

SCALE: 1" = 100' DATE: SEPTEMBER 16, 1997

NOTES:

- Existing Zoning: PLANNED RESIDENTIAL (P.R. 2.9)
- Minimum Required Setback Lines:
Yard Fronting on any street: 35' *
Side yard: 5' (MINIMUM OF 12' BETWEEN DWELLINGS)
Rear yard: 25'
- * The front yard setback for lots 1925 and 1926 may be a minimum of 25'.
- Concrete Monument
- or Iron Pin
- Owner/
Subdivider: WESTBROOK FIELDSTONE FARMS, L.L.C.
Address: 2111 FIELDSTONE PARKWAY
FRANKLIN, TENNESSEE 37064
Tel. No: (615) 791-0999
- Surveyor: CHERRY LAND SURVEYING
Address: 622 WEST IRIS DRIVE
NASHVILLE, TENNESSEE 37204
Tel. No: (615) 269-3972

- THIS PROPERTY DOES NOT LIE WITHIN AN AREA CONTAINING THE 100 YEAR FLOODPLAIN IN ACCORDANCE WITH FEMA "LETTER OF MAP REVISION" (LOMR) DATED JULY 28, 1995, REFERENCE FEMA/FIRM PANEL 470206-0001 D.
- NO BUILDINGS ARE PERMITTED IN OPEN SPACE, BUFFER, OR EASEMENT AREAS.
- MAINTENANCE OF LANDSCAPE MEDIAN/ EASEMENT AREAS IS THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.
- ON LOTS 1926-1936, 1939, AND 1940 ALL BUILDINGS, INCLUDING PATIOS, DECKS, AND SIMILAR STRUCTURES, SHALL BE WITHIN A BUILDING ENVELOPE OUTSIDE OF THE 25% OR GREATER SLOPES. DRIVEWAYS SHALL BE WITHIN THE BUILDING ENVELOPE EXCEPT WHERE CROSSING THE FRONT YARD SETBACK.
- NO DRIVEWAY ACCESS TO FIELDSTONE PARKWAY IS PERMITTED.
- ALL DWELLINGS SHALL HAVE SIDE OR REAR LOADING GARAGES AND NO GARAGE DOOR SHALL EXTEND CLOSER TO THE FRONT SETBACK LINE THAN THE FRONT DOOR OF THE DWELLING.
- ALL DRIVEWAYS SHALL HAVE CAPACITY FOR A MINIMUM OF FOUR AUTOMOBILES.
- FIELDSTONE PARKWAY IS TO BE A PUBLIC STREET. ALL OTHER STREETS, SIDEWALKS, STREET LIGHTS, AND DRAINAGE STRUCTURES AND CULVERTS IN THE SUBDIVISION ARE PRIVATE WITH ACCESS EASEMENTS THROUGHOUT. THEY SHALL BE MAINTAINED BY THE HOMEOWNER'S ASSOCIATION. THEIR QUALITY AND MAINTENANCE ARE NOT THE RESPONSIBILITY OF THE CITY OF FRANKLIN.
- SIDEWALKS SHALL MEANDER TO PRESERVE MATURE TREES, AS DETERMINED BY THE CODES DIRECTOR, AND A GRASS STRIP, A MINIMUM OF 3 FEET IN WIDTH, SHALL BE INSTALLED BETWEEN THE STREET AND THE SIDEWALK.

LEGEND

BOUNDARY LINE

LOT NUMBER

1925

0 50 100 150 200 400 600
SCALE : 1" = 200'

CERTIFICATE OF APPROVAL OF SUBDIVISION NAME
AND STREET NAMES

Subdivision name and street names approved by the Williamson County
Emergency Management Agency.

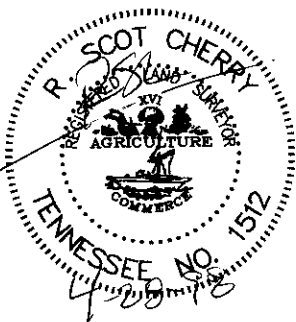
Jennie L. Davis 6-9-98
Williamson County Emergency Management Agency Date

REGISTER'S OFFICE
(STATE OF TENNESSEE) WILLIAMSON COUNTY
Received for record the 4th day of June
1998 at 4:21 o'clock P. M. Noted in Note Book
page 74 and recorded in Plat Book no. 26
page 84 Fee \$ 20.00
WITNESS MY HAND Sadie G. Wade
#271359 B/498 Register

CERTIFICATE OF OWNERSHIP

I(We) hereby certify that I am (we are) the owner(s) of the property shown hereon as of record in Book 1249, Page 822, R.O.W.C., Tennessee, and adopt the plan of subdivision of property shown hereon and dedicate all public ways and easements as noted. No lot(s) as shown hereon shall again be subdivided, resubdivided, altered, or changed so as to produce less area than is hereby established until otherwise approved by the Franklin Municipal Planning Commission, and under no condition shall such lot(s) be made to produce less area than is prescribed by the restrictive covenants as of record in Book 1249, Page 822, R.O.W.C., Tennessee, running with the title to the property. I(We) further certify that there are no liens on this property, except as follows: Book 1249, Page 822, R.O.W.C.
Owner(s): Westbrook Fieldstone Farms, L.L.C.
a Delaware Limited Liability Company
By: Chris S. Clark
Western Management, L.L.C.,
Authorized Representative

By: Chris S. Clark
Printed Name: Chris S. Clark
Title: Asst. Vice President



CERTIFICATE OF SURVEY

I(We) hereby certify that the subdivision plat as shown hereon is correct and that all of the monuments shown hereon have been placed as indicated. This subdivision plat correctly represents a survey made under my supervision on the 23 day of April, 1998.
R. Scott Cherry 4-23-98
Surveyor Date
Tenn. License No. 1512

CERTIFICATE OF APPROVAL OF
WATER AND SEWER SYSTEMS

I hereby certify that: (1) the water and sewer systems designated in Fieldstone Farms Section V have been installed in accordance with City specifications, or (2) a performance bond in the amount of \$ 27,000 for the water system and \$ 68,000 for the sewer system has been posted with the City of Franklin, Tennessee, to assure completion of such systems.

W. J. Wadsworth 6/1/99
Supt., Water and Sewer Date
Franklin, Tenn.

CERTIFICATE OF APPROVAL OF
STREETS AND DRAINAGE

I hereby certify that: (1) the streets and drainage designated in Fieldstone Farms Section V have been installed in accordance with City specifications, or (2) a performance bond in the amount of \$ 119,000 for the streets and \$ 56,000 for drainage has been posted with the City of Franklin, Tennessee, to assure completion of such improvements.

Wilson Vaden 6-4-98
Supt., Streets Date
Franklin, Tenn.

CERTIFICATE OF APPROVAL
FOR RECORDING

Approved by the Franklin Municipal Planning Commission, Franklin, Williamson County, Tenn., with the exception of such conditions, if any, as are noted in the Planning Commission minutes for the 17th day of June, 1997, and this plat has been approved for recording in the Register's Office of Williamson County.

Bob Smith 6/4/98
Secretary, Franklin Municipal Date
Planning Commission

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	400.00'	107.85'	54.25'	107.52'	N34°16'54"E	15°26'55"
C2	650.00'	486.19'	255.10'	474.93'	N05°07'45"E	42°51'23"

ALLEN DOUGLAS BERRY III
DB. 445, PG. 755

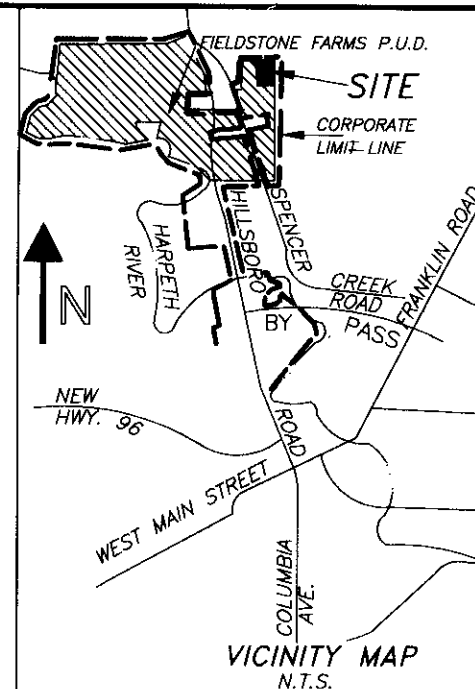
NICHOLAS P. JORDON AND
WIFE HELEN H. JORDON
DB. 700, PG. 228

GEORGE A. ROBERTSON AND
WIFE JANET G. ROBERTSON
DB. 527, PG. 449

RICHARD L. LINDNER AND
WIFE JUDITH D. LINDNER
DB. 313, PG. 368

FUTURE DEVELOPMENT

FIELDSTONE PARKWAY (ARTERIAL)

FIELDSTONE FARMS
FUTURE DEVELOPMENTLOT AREA
TABULATION

LOT NO.	AREA (S.F.)	AREA (AC.)
1925	11548.4	0.26
1926	18,581.7	0.42
1927	18977.2	0.43
1928	20782.6	0.47
1929	20502.3	0.47
1930	23257.8	0.53
1931	30713.9	0.70
1932	34312.9	0.78
1933	35235.5	0.80
1934	31917.2	0.73
1935	38735.1	0.88
1936	27297.3	0.62
1937	27500.9	0.63
1938	28442.9	0.65
1939	37589.6	0.86
1940	24138.3	0.55
1941	24067.6	0.55
1942	23282.4	0.53
1943	23347.2	0.53
1944	23057.6	0.52
1945	19989.2	0.45
1946	15822.8	0.36
1947	15502.3	0.35
1948	18696.8	0.42
1949	16388.7	0.37
1950	18531.8	0.42
1955	3175.9	0.07
1988	72885.8	1.67
1989	180504.4	4.143

DEDICATED PUBLIC RIGHT-OF-WAY:
FIELDSTONE PARKWAY 134764.3 3.09

PRIVATE RIGHT-OF-WAYS:
MONTHEMER DRIVE 3917.7 0.08
HALBERTON LANE 15826.2 0.36
HAMPSTED LANE 34458.2 0.79

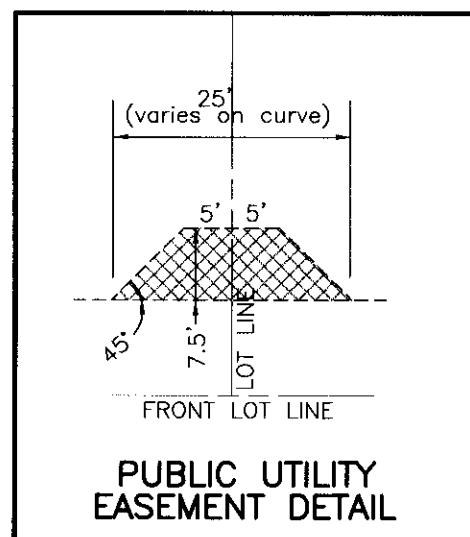
SEE SHEET 2 FOR
DETAILED LOT INFORMATION

08/18/97	OWNER NAME CHANGE - REVISED PER CITY COMMENTS AND GENERAL REV.
06/03/97	REVISED PER CITY COMMENTS
DATE	REVISION

FINAL PLAT OF
Fieldstone Farms
A P.U.D. SUBDIVISION
SECTION V
THE RESERVE

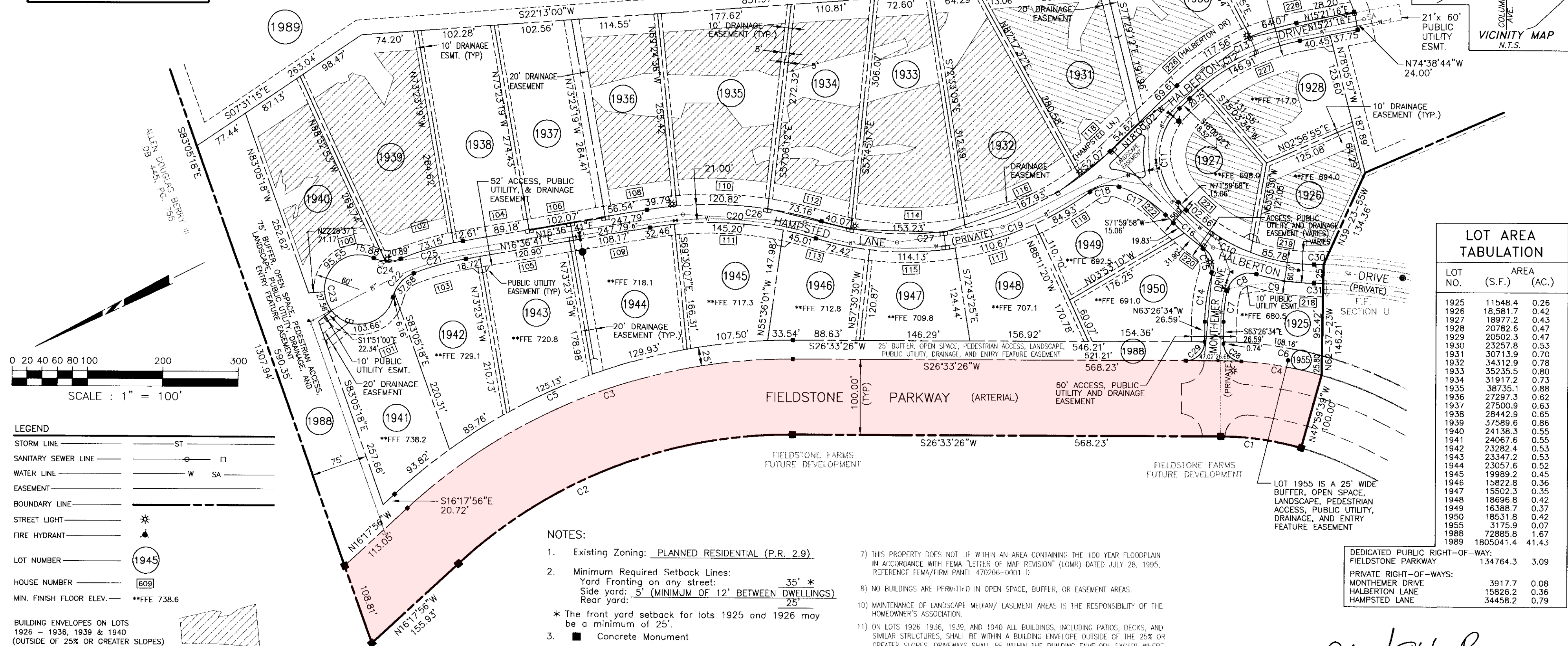
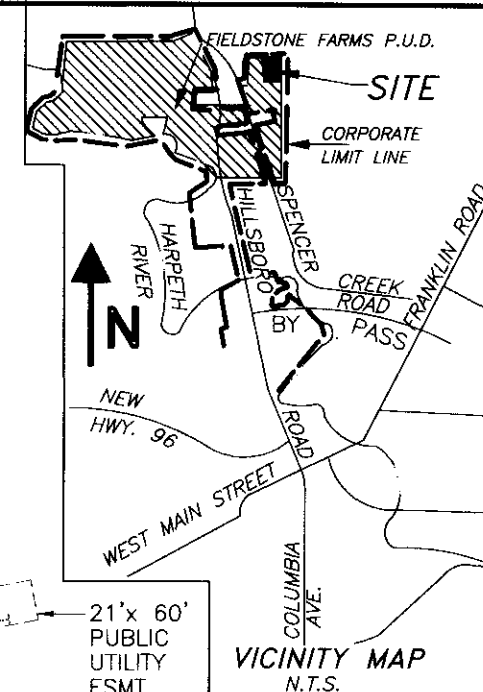
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

TOTAL ACRES: 61.94 TOTAL LOTS: 29ACRES NEW STREETS: 4.34 FEET NEW STREETS: 3257CIVIL DISTRICT: 8 CLOSURE ERROR: 1:10000SCALE: 1" = 200' DATE: MAY 13, 1997



CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	400.00'	107.85'	54.25'	107.52'	N34°16'54"E	15°26'55"
C2	650.00'	486.19'	255.10'	474.93'	N05°07'45"E	42°51'23"
C3	750.00'	560.99'	294.35'	548.00'	S05°07'45"W	42°51'23"
C4	500.00'	134.81'	67.82'	134.41'	S34°16'54"W	15°26'55"
C5	775.00'	579.69'	304.16'	566.27'	S05°07'45"W	42°51'23"
C6	525.00'	132.06'	66.38'	131.71'	S34°05'19"W	14°24'45"
C7	187.50'	41.03'	20.60'	40.95'	S07°10'26"E	12°32'15"
C8	30.50'	50.32'	33.01'	44.80'	S03°38'42"E	94°31'14"
C9	262.50'	77.65'	39.11'	77.37'	S35°08'28"W	16°56'54"
C10	238.00'	188.44'	99.47'	183.55'	S49°19'03"W	45°21'50"
C11	88.00'	138.23'	88.00'	124.45'	S63°00'02"E	90°00'00"
C12	288.00'	167.66'	86.28'	165.30'	N01°19'23"W	33°21'18"
C13	312.00'	181.63'	93.47'	179.08'	S01°19'23"E	33°21'18"
C14	212.50'	64.44'	32.47'	64.20'	N54°45'17"W	17°22'32"
C15	30.50'	38.99'	22.67'	36.39'	N82°41'25"W	73°14'47"
C16	262.00'	51.73'	25.95'	50.38'	N66°20'35"E	11°18'47"

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C17	144.20'	72.62'	37.10'	71.86'	S57°34'18"W	28°15'21"
C18	44.00'	40.86'	22.03'	39.40'	N16°32'36"E	53°12'04"
C19	410.00'	382.14'	206.22'	368.46'	N16°38'40"E	53°24'11"
C20	477.00'	222.57'	113.35'	220.56'	N29°58'43"E	26°44'04"
C21	370.00'	71.83'	36.03'	71.72'	N11°02'59"E	11°07'25"
C22	44.50'	43.84'	23.89'	42.09'	N22°44'15"W	56°27'02"
C23	46.00'	226.77'	36.95'	57.61'	S89°44'09"E	282°27'13"
C24	44.50'	36.78'	19.51'	35.74'	S27°48'54"W	47°21'06"
C25	394.00'	85.77'	43.05'	85.60'	S10°22'31"W	12°28'20"
C26	501.00'	233.77'	119.05'	231.65'	S29°58'43"W	26°44'04"
C27	386.00'	413.29'	228.95'	393.83'	S12°40'22"W	61°20'47"
C28	25.00'	37.94'	23.70'	34.40'	N73°05'05"E	86°56'43"
C29	25.00'	39.27'	25.00'	35.36'	N18°26'34"W	90°00'00"
C30	662.50'	12.93'	6.46'	12.93'	N27°11'40"E	01°07'05"
C31	637.50'	12.25'	6.13'	12.25'	S27°13'03"W	01°06'05"



LOT NO.	AREA (S.F.)	AREA (AC.)
1925	11548.4	0.26
1926	18581.7	0.42
1927	18977.2	0.43
1928	20782.6	0.47
1929	20502.3	0.47
1930	23257.8	0.53
1931	30713.9	0.70
1932	34312.9	0.78
1933	35235.5	0.80
1934	31917.2	0.73
1935	38735.1	0.88
1936	27297.3	0.62
1937	27500.9	0.63
1938	28442.9	0.65
1939	37589.8	0.86
1940	24138.3	0.55
1941	24067.6	0.55
1942	23282.4	0.53
1943	23347.2	0.53
1944	23057.6	0.52
1945	19989.2	0.45
1946	15822.8	0.36
1947	15502.3	0.35
1948	18696.8	0.42
1949	16388.7	0.37
1950	18531.8	0.42
1951	3175.9	0.07
1952	72885.8	1.67
1953	180504.1	4.14

CERTIFICATE OF APPROVAL OF SUBDIVISION NAME AND STREET NAMES

Subdivision name and street names approved by the Williamson County Emergency Management Agency

Jennie Irwin 6-9-98
Williamson County Emergency Management Agency Date

REGISTER'S OFFICE (STATE OF TENNESSEE) WILLIAMSON COUNTY

Received for record the 17th day of June 1998 at 4:21 o'clock P.M. Noted in Note Book page 24 and recorded in Note Book no. 26

page 24 Fee \$20.00

WITNESS MY HAND #271359 6/14/98 SADI G. WADE Register

LITTLEJOHN ENGINEERING ASSOCIATES, INC.

ENGINEERING PLANNING LANDSCAPE ARCHITECTURE

1935 Twenty-First Avenue South Nashville, Tennessee 37212 Phone 615-385-4144

CERTIFICATE OF OWNERSHIP

(We) hereby certify that I am (we are) the owner(s) of the property shown hereon as of record in Book 1449, Page 222, R.O.W.C., Tennessee, and adopt the plan of subdivision of property shown hereon and dedicate all public ways and easements as noted. No lot(s) as shown hereon shall again be subdivided, resubdivided, altered, or changed so as to produce less area than is hereby established until otherwise approved by the Franklin Municipal Planning Commission, and under no condition shall such lot(s) be made to produce less area than is prescribed by the restrictive covenants as of record in Book 1449, Page 222, R.O.W.C., Tennessee, running with the title to the property. I (We) further certify that there are no liens on this property, except as follows: Book _____, Page _____, R.O.W.C.

Owner(s): Westbrook Fieldstone Farms, L.L.C.
a Delaware Limited Liability Company
By: Western Management, L.L.C., Authorized Representative

By: *Chris S. Craig*
Title: *Asst. Vice President*

CERTIFICATE OF SURVEY

(We) hereby certify that the subdivision plot as shown hereon is correct and that all of the monuments shown hereon have been placed as indicated. This subdivision plot correctly represents a survey made under my supervision on the 28 day of June, 1998

R. S. Cherry 6-9-98
Surveyor Date
Tenn. License No. 1512

CERTIFICATE OF APPROVAL OF WATER AND SEWER SYSTEMS

I hereby certify that: (1) the water and sewer systems designated in Fieldstone Farms Section V have been installed in accordance with City specifications, or (2) a performance bond in the amount of \$77,000 for the water system and \$48,000 for the sewer system has been posted with the City of Franklin, Tennessee, to assure completion of such systems.

Wilson Vaden 6/3/98
Supt., Water and Sewer Franklin, Tenn. Date

CERTIFICATE OF APPROVAL OF STREETS AND DRAINAGE

I hereby certify that: (1) the streets and drainage designated in Fieldstone Farms Section V have been installed in accordance with City specifications, or (2) a performance bond in the amount of \$119,000 for the streets and \$48,000 for drainage has been posted with the City of Franklin, Tennessee, to assure completion of such improvements.

Wilson Vaden 6-4-98
Supt., Streets Franklin, Tenn. Date

CERTIFICATE OF APPROVAL FOR RECORDING

Approved by the Franklin Municipal Planning Commission, Franklin, Williamson County, Tenn., with the exception of such conditions, if any, as are noted in the Planning Commission minutes for the 17th day of June 1997, and this plat has been approved for recording in the Register's Office of Williamson County.

Bob Harkins 6/4/98
Secretary, Franklin Municipal Planning Commission Date

26/84 B

SEE SHEET 1 FOR ADDITIONAL BOUNDARY INFORMATION

DATE	REVISION
01/12/98	ADDED MINIMUM FINISHED FLOOR ELEVATIONS
11/21/97	GENERAL REVISIONS
08/18/97	OWNER NAME CHANGE- REVISED PER CITY COMMENTS AND GENERAL REV.
06/03/97	REVISED PER CITY COMMENTS

FINAL PLAT OF
Fieldstone Farms
A P.U.D. SUBDIVISION
SECTION V
THE RESERVE

FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

TOTAL ACRES: 61.94 TOTAL LOTS: 29

ACRES NEW STREETS: 4.34 FEET NEW STREETS: 3257

CIVIL DISTRICT: 8 CLOSURE ERROR: 1:10000

SCALE: 1" = 100 DATE: MAY 13, 1997

Ex. 1

Item 38

FMPC 9/17/96

Fieldstone Farms PUD Subdivision, concept plan, revision 2.

Exhibits

1. Staff comments, 9/17/96.
2. Memo, David Parker, with attachment, 9/9/96.
3. Memo, Douglas Berry, 9/10/96.
4. Fieldstone Farms PUD Subdivision, concept plan narrative, revision 2, 8/30/96.
5. Fieldstone Farms PUD Subdivision, concept plan, revision 2, 9/3/96.

Deficiencies

1. The "T1" in the tabular data on sheet 3 needs to be changed to "T".
2. The word "less" in the slopes note on sheet 3 needs to be changed to "more."

Planning Department Comments

The applicant is requesting that the city either refund the previously paid sewer access fees for the units in excess of 2,102 or provide credit to be applied to additional units which may be added to the Fieldstone Farms development. See exhibits 2, 3 and 4 for discussion of this issue.

The request of the applicant to be granted credit for 298 future dwelling units is improper, for the following reasons:

1. It has been the choice of the applicant to develop Fieldstone Farms PUD Subdivision with 2,102 dwelling units, as opposed to 2,400 dwelling units.
2. The planning commission should not be hamstrung by placing 298 dwelling units in a "blind trust", so to speak. If the applicant wishes to present amendments to the concept plan, whether it be to add, subtract or reconfigure lots, then the proper procedure is in place for that process. The planning commission needs to consider only the concept plan before it at the meeting of September 17, 1996. No guarantee of future approvals for dwelling-unit counts or lots is proper at this time.

This concept plan shows the preliminary lot layout for the northeast corner of the development and what has been approved to date; therefore, it is not necessary for this revision to go before the board of mayor and aldermen.

Recommendation

Approve, with the following conditions:

1. that, at the time of site plan and final plat submittals, the deficiencies be corrected;

2. that the applicant comply with the recommendations of the city engineer as stated in his memo of 9/9/96;
3. that an amount to be placed into an escrow account by each property owner and a maintenance schedule for the upkeep of the private streets be written into the deeds of the property owners who purchase lots fronting on private streets;
4. that no development be permitted on slopes of 25 percent or more; and
5. that, if the applicant requests additional dwelling units in the future, a revised concept plan be submitted to the planning commission.

FmPC

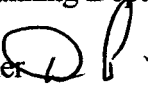
9/17/96

It. 38 Ex. 2

MEMO

**CITY OF FRANKLIN
TENNESSEE**

REC'D SEP 09 1996

TO: Franklin Planning Department
FROM: David Parker 
DATE: September 9, 1996
RE: Fieldstone Farms, concept plan, revision 2

We reserve the right to comment on future submittals, which will depict development in more detail. However, we offer the following comments regarding the referenced concept plan revision:

Water and Sewer

The applicant is requesting that the city either refund the previously paid sewer access fees for the units in excess of 2,102 or provide credit to be applied to additional units which may be added to the Fieldstone Farms plan. See the attached memo to Jay Johnson, dated May 22, 1996, regarding this request. Construction of any dwelling above elevation 750 msl may require a water booster pump. The applicant shall verify this with submittal of construction plans for applicable sections. State approval of a booster pump is required.

Streets and Drainage

The applicant states that, because "only" 49 lots are planned in section AA with one access, no secondary access be required. We base our recommendation for a second access based on an Urban Land Institute standard of a maximum of 200 trips per day (20-25 lots) via a local, cul-de-sac street. With the development of 49 lots on a single access street, approximately 450-500 trips per day would be generated. Therefore, it is recommended that a connecting street be constructed between Bexley Park Lane and Fieldstone Parkway. Fieldstone Parkway will need to be extended to this secondary access street.

It appears that the proposed horizontal curve in Fieldstone Parkway right-of-way between section AA and V is too severe. The design of those sections may be affected by softening the curvature of the road alignment, but this realignment needs to be done to avoid a future safety hazard. Construction plans for section V need to provide for the emergency access drive from section Q5. It appears that several proposed lots and/or street construction in the northeast portion of the project are in areas of steep slopes and marginal soils for development. The applicant shall take strict measures to eliminate erosion and to protect downstream properties.

The developer is responsible for installation of all street lighting and appurtenances on public streets. Street lights shall be metered with a minimum number of metering points allowed by MTEMCO.

Memo
Franklin Planning Department
September 9, 1996
Page 2

cc: Wilson Vaden
Eddy Woodard
Chris Craig
Jim Littlejohn

FmPC
9/17/96
It. 38
Ex. 2

CITY OF FRANKLIN
TENNESSEE

MEMORANDUM

TO: Jay R. Johnson, City Administrator
FROM: David Parker, City Engineer 
DATE: May 22, 1996
RE: Fieldstone Farms
Sewer Access Fee Questions

In response to your memorandum of May 14, 1996, I offer the following:

My records indicate that the Fieldstone Farms Development was granted water and sewer availability for 2,535 SFUE on February 24, 1987. On September 8, 1987, the Board of Mayor and Aldermen approved payment of \$1,374,960 by means of an irrevocable Letter of Credit by Fieldstone as a prepayment of sewer access fees. This prepayment was for "the number of units approved in the Fieldstone Farms PUD including the commercial property." The prepayment represents the access fee cost for 2,291.6 SFUE. Neither I, nor Pam Stevens, nor the Finance Department, has any records indicating that Fieldstone Farms has made any additional prepayments for access fees. It is my understanding that Fieldstone still has credit for 797.6 SFUE, or they have used 1,494 SFUE that were prepaid.

The prepaid sewer access fees represent what Fieldstone can add to the sewer system without additional approval of availability, etc. Fieldstone can use these prepaid fees within the area as long as the sewer discharge can flow by gravity and no additional capacity for the downstream facilities is needed to handle the flow. Fieldstone does not have to already have approval for the lots for which these prepaid fees are used. Also they could add additional property and use the fees as long as it meets the above criteria.

As indicated above, Fieldstone has approval of availability for 2,535 SFUE, but only prepaid access fees for 2,291.6 SFUE. At the time the availability was approved, there was no time limit as to when the connections, or works start for the connections, had to be accomplished by. Any possible acquisition lands will have to fall within these numbers to be considered approved. Exceeding these numbers requires additional approvals. Also, acquisition not in the same drainage area, requires additional approvals.

c: Eddy Woodard, Water and Sewer Director
Bob Martin, Planning Director

Jerry W. Sharber
Mayor

James R. Johnson
Administrator

CITY OF FRANKLIN
TENNESSEE

FMPC

9/17/96

It. 38

Ex. 3

MEMORANDUM

TO: Bob Martin, Planning Director

FROM: Douglas Berry *DB*

RE: Assignability of Pre-paid Access Fees

DATE: September 10, 1996

As I understand it, Fieldstone has pre-paid access fees and may not be able to use them all if the development is built out according to existing plans and proposed amendments. There is no mechanism under the City's ordinances to refund access fees and we have consistently refused to do this. We have also consistently held that prepaid access or tap fees are not transferable from one development to another. On the other hand, if additions to Fieldstone are approved in the future by the FMPC, I see no reason why the prepaid fees cannot be credited to the new areas within the same development.

FmPC
9/17/96
Item 38

JAMES P. BENNETT
SYBIL D. BENNETT
DB. 992, PG. 834

EX. 6

ARCHIE P. JORDAN AND
WIFE MARY M. JORDAN
DB. 335, PG. 490



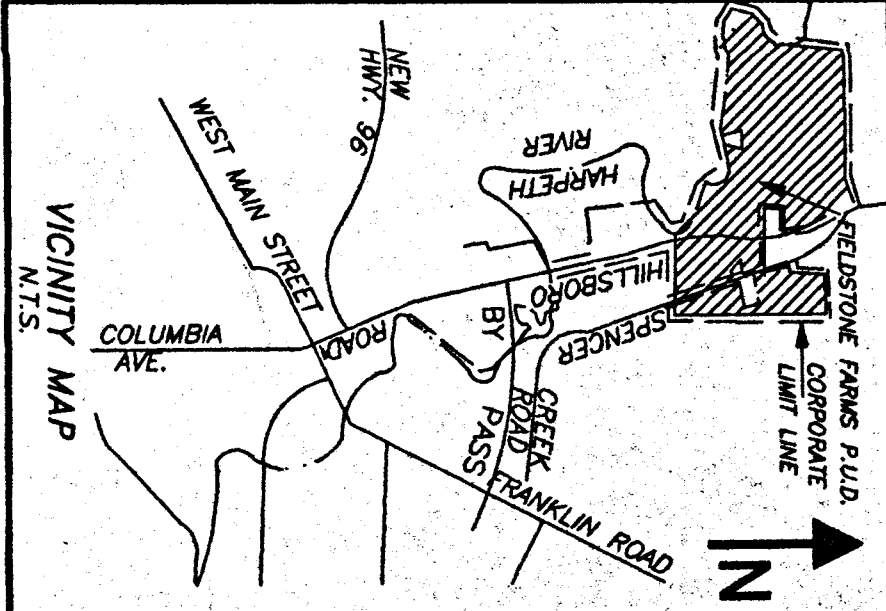
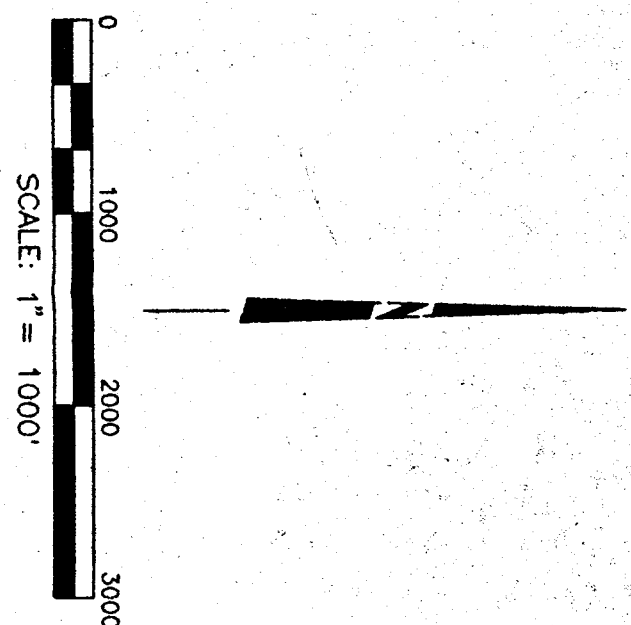
050EXH



LITTLEJOHN ENGINEERING ASSOCIATES, INC.
ENGINEERING PLANNING LANDSCAPE ARCHITECTURE
1935 Twenty-First Avenue South Nashville, Tennessee 37212 Phone 615-385-4144

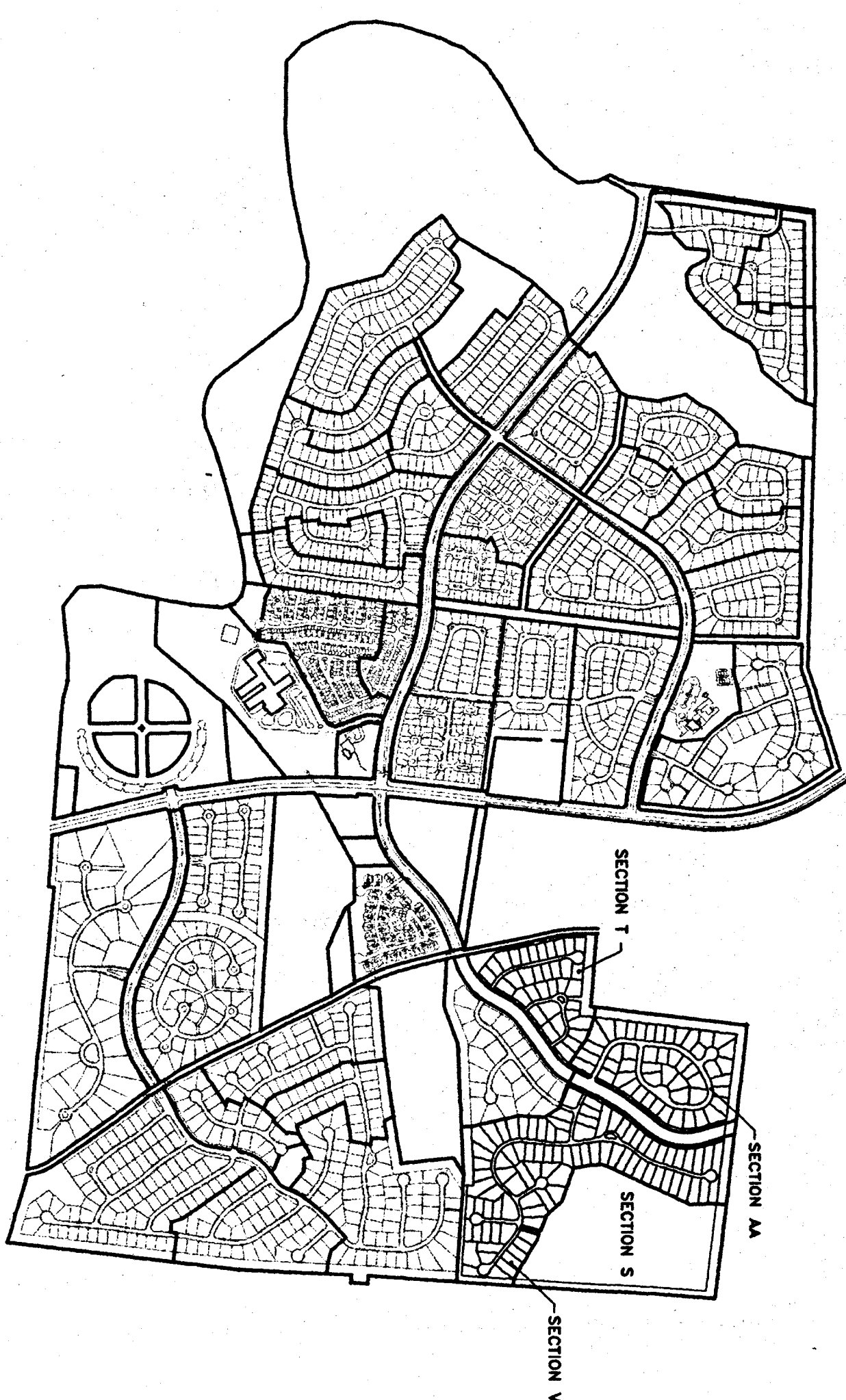
**FIELDSTONE FARMS
SECTION "AA"
EMERGENCY ACCESS ROAD**

SEPTEMBER 17, 1996 1" = 150' Page 154 of 222



- SHEET INDEX
- 1 COVER SHEET
 - 2 OVERALL CONCEPT PLAN
 - 3 SECTIONS AA, S, T, V

✦ BENCHMARK: U.S.C.G.S. DISK NO. 106-3 IN HEADWALL LOCATED ON THE EAST SIDE OF HILLSBORO ROAD APPROXIMATELY 1,015 FEET NORTH OF POTEAT PLACE. ELEV. = 616.98 M.S.L.



P. U. D. SUBDIVISION

CONCEPT PLAN

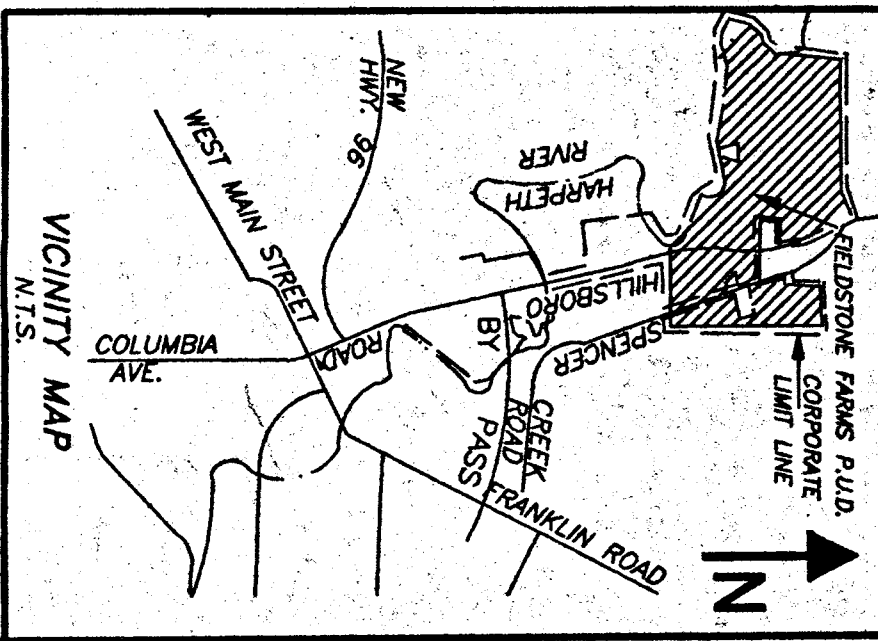
REVISION 2

OWNER & DEVELOPER:
**FIELDSTONE FARMS
DEVELOPMENT, INC.**
2111 FIELDSTONE PARKWAY
FRANKLIN, TN 37064 (615) 791-0999

PREPARED BY:


LITTLEJOHN ENGINEERING ASSOCIATES, INC.
ENGINEERING PLANNING LANDSCAPE ARCHITECTURE
1935 Twenty-First Avenue South, Nashville, Tennessee 37212 Phone 615-385-4144

REVISOR: JH, 38
9/17/96 SK, AS
REVISED SEPTEMBER 03, 1996
JUNE 11, 1996



SECTION		LAND USE TYPE		PR ZONE		DWEELLING		REMAINING	
		ACRES		UNITS		ACRES		UNITS	
CONCEALED PLAN-REVISION 2	878.93	2102	92.55	126					
REPRODUCED APPROVED SECTIONS	793.28	1922	72.53	125					
SECTION A	18.2	4	0	0					
SECTION S	26.04	1	46.15	125					
SECTION T	12.81	35	33.34	90					
SECTION V	33.34	30	0	0					

FIELDSTONE FARMS P.U.D.		SUBDIVISION COMMON OPEN SPACE (20 REQUIRED)	
DEVELOPER	MIN. REQUIRED	PROPOSED	MIN. REQUIRED
CONCEPT PLAN-REVISION 2	175.79	219.47	—
PREVIOUSLY APPROVED SECTIONS	156.66	206.67	30.88 (206.67-175.79)
SECTION AA	4.89	2.85	+34.76
SECTION BB	2.55	3.05	+40.83
SECTION T	6.67	3.05	+43.68



File #: 21-02012

DATE: September 17, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Eric Stuckey, City Administrator

SUBJECT:

Continued Discussion About The Future Use And Status Of A Ground Lease Between The Water Management Department Of The City Of Franklin And Cheekwood Golf Club For 54.12 Acres Of City Property Located Along The Southern Right-Of-Way Of The Mack Hatcher Parkway At Its Intersection With Spencer Creek Drive.
WS 6/22/21; 7/13/21; 9/14/21

PURPOSE:

The purpose of the item is to obtain guidance from the Board of Mayor and Aldermen about the future use and status of a ground lease between the Water Management Department of the City of Franklin and Cheekwood Golf Club for 54.12 acres of City property located along the southern right-of-way of Mack Hatcher Parkway at its intersection with Spencer Creek Drive.

BACKGROUND/STAFF COMMENTS:

Since early spring, Eric Stuckey, Shauna Billingsley, and Vernon Gerth have attempted to draft a ground lease with representatives of the Cheekwood Golf Club for use of the 54.12 acres of City property located along the southern right-of-way of Mack Hatcher Parkway at its intersection with Spencer Creek Drive. During this time and multiple meetings, significant concerns have been identified regarding the intensity of the proposed development which includes various aspects of the proposed uses. These concerns stem from the Cheekwood proposal that has evolved over the past four years from a modest club house, ground level driving range, and the reconfiguration of a nine-hole golf course to a multi-recreational entertainment golf facility that includes 80 hitting bays in a multi-level structure and hours of operation extending into the late evening.

Staff has continued to work with the Cheekwood team through August and September to draft a lease agreement.

The attached lease agreement represents the latest version of the draft lease agreement containing language from both the City and Cheekwood where the parties differ (City proposed language in red and Cheekwood language in blue) . While progress has been made over the past few weeks, there are still elements of the agreement that remain unresolved. These items are identified and explained within the attached draft lease agreement. The primary items that remain unresolved include:

- **Rent.** In section 2 of the proposed lease, the City has proposed that the City receive, in addition to the annual \$70,000 base rent, 5% of the gross revenue from the Cheekwood operation with a minimum rent amount established (regardless of the percentage of gross revenue calculation). To date, Cheekwood has indicated a willingness to provide a percentage of their gross revenue (with a more restricted definition of eligible revenue categories) and no specific percentage identified along with the base rent amount of \$70,000 per year originally submitted in their 2017 proposal.
- **Netting/Ball Containment.** In section 2.2.1.4.6, the City has included a requirement that netting and poles consistent with the August 2021 consultant analysis be included and installed prior to the issuance of a temporary or final certificate of occupancy and use for the driving range facility. Cheekwood has not agreed to this condition.
- **Exterior Lighting.** In section 5.3, Cheekwood proposes the use of exterior lighting throughout the facility as needed for the golf ball landing areas of the driving range area. The driving range is proposed to operate until 10 p.m. Sunday through Thursday and until 11 p.m. on Friday and Saturday.
- **Utility Easements.** In section 20 of the draft lease, the City has requested that it be able to maintain/ establish needed utility easements on the property upon the City's request. The Cheekwood group has eliminated this language from the lease.
- **Environmental Matters.** The Cheekwood team has recently added language in section 21 stating that the City is making certain representations regarding the environmental conditions of the lease property. The City has always maintained that Cheekwood is leasing this property from the City in an "as is" condition.
- **Termination rights of the City.** The City has offered a 24-month notice provision for termination of the lease. Cheekwood has continued to require that the City lease the property for 25 years without the ability to terminate the lease (an initial period of 20 years with a 5-year notice provision). The parties also disagree regarding the method for calculating the amount of reimbursement to Cheekwood should the City terminate the lease. The City is recommending a depreciated value approach, while Cheekwood is recommending a market value approach.
- **The Leasing party.** It is unclear who is the appropriate party to execute this lease on behalf of Cheekwood. The lease as drafted is with a Limited Partnership represented by Todd Jester. It is our understanding that the current Cheekwood golf club is owned and operated by a separate Limited Liability Corporation (LLC). There has been reference to the forming of another LLC backed by another person (not Mr. Jester). This needs to be clarified and resolved prior to executing the agreement.

FINANCIAL IMPACT:

If approved, the City would receive rental revenue from a lease arrangement for the use of City property.

RECOMMENDATION:

A lease agreement cannot be recommended at this time. For the following reasons, I cannot recommend proceeding with this lease:

- **There is no recommended lease agreement proposal.** As described above, the City and Cheekwood team have continued to work on the lease agreement. Progress has been made, but there are a number of unresolved components of the lease agreement. Some of these terms can be addressed as the Board indicates how it wishes to proceed with various aspects of the proposed golf/entertainment operation. In September of 2017, the Board of Mayor and Aldermen directed the City Administrator to negotiate a lease agreement for a golf course expansion on a 54-acre parcel of land owned by the City's Water Management Utility. Over the past four years, much has changed including: 1) due to site conditions and the "economics" of the project, the nature of the plan changed multiple times, ultimately moving from a proposed continuation of the existing golf course across the street with a modest new one-story club house to a golf operation with a significant entertainment and bar component; 2) The City successfully acted to amend its Charter to accommodate a lease agreement of upto 50 years as requested by the Cheekwood team.
- **Requested information and commitments are still outstanding.** For several months, the City has sought additional information from Cheekwood to understand the nature and viability of the proposal. The Cheekwood team has met some of these requests by providing an agreement with Nicklaus Golf, and a document that provides a high-level business plan, financial projections, and a "source and uses" summary for the project construction. Requested information that has not been received includes financial statements for Cheekwood Golf Club, LLC, financial statements/commitments of investors (not personal financial information), and communication from the Tennessee Golf Foundation related to their firm commitment to participate in the Cheekwood project. Since the September 14th BOMA work session, Mr. Thomas Pierce provided a personal financial statement and indicated that he would "likely" provide a personal guarantee to secure the financing provided to the LLC to complete the Cheekwood project. It is not recommended that the City enter into a 50-year agreement without a sufficient understanding of the Cheekwood team's viability and ability to deliver either the current concept or the proposed 2017 project.
- **The scope and nature of the project has changed.** The proposal accepted by the Board of Mayor and Aldermen in 2017 has been altered significantly. The 2017 proposal accepted by BOMA (attached) showed an expansion of the current "executive" 9-hole golf course to a full regulation-sized golf course with three holes located on the City's property along with a small clubhouse, parking, and a ground-level driving range/practice facility. The current proposal (attached) includes a par-3 9-hole golf course, a significantly larger clubhouse attached to a three-story driving range with artificial turf, a training/teaching area, and a large putting surface. The driving range facility with over 70 hitting bays would adjoin a food and bar area with service directly to the hitting bays. The Cheekwood team has indicated that the food and beverage (specifically the sale of alcohol) components with operations well into the evening hours are essential to making the business viable. Given the significant change in the plan, it is recommended that the Board revisit whether this is the type of operation that is desirable at this location on City property. Simply stated, this is not the plan the Board selected four years ago. As a result, the Board may want to consider other options for the use of this property or even consider a new process seeking proposals for the use of the property (including the updated Cheekwood proposal).
- **The size and scale of this project raises concerns regarding the compatibility of this land use for this area.** As referenced above, the size, scope and nature of the golf training and entertainment complex has changed significantly over the years. The intensity of the use, especially the three-story driving range, raises concerns. Attached is a golf ball trajectory analysis conducted by a third party (an expert independently identified by both the City and the Cheekwood team) that shows that significant netting will be required to keep golf balls on the property. Based on the modeling by the consultant, a 3-D plan was developed that includes approximately 2,100 lineal feet of netting mounted to 45 poles spaced about 50 feet apart. The plan shows the poles and netting of varying heights along the east, south, and west sides of the

practice and driving range facility, reaching heights of 183 feet on the east, 194 feet on the south, and 185 feet on the west sides. As a point of comparison, the tallest buildings in Franklin, the Nissan Headquarters and the Franklin Park towers, are 10 stories high and reach a height of approximately 145 feet. The massive scale of this netting is a significant concern in my judgment and not compatible with the surrounding area, which includes a City park (Harlinsdale), a church and residential neighborhoods.

- **The complexity and difficulty of the project.** It has taken over four years and multiple versions of the "Cheekwood plan" to reach this stage and the City and Cheekwood are yet to reach agreement. Even over the past two weeks, the City has heard from multiple members of the Cheekwood team that they were considering "scaling back" the project and "returning it to something closer to the original proposal." In my judgment, the difficulty in landing on a workable project plan and lease agreement indicates that the proposal and this partnership may not be the right "fit" for the City and its property. The Board could explore other options for the use of the property, including maintaining it as open space. It could explore sale of the property, but would need to identify a "public benefit" for the use/sale.

Prepared by:
Douglas S. Hale
Hale and Hale, PLC
3020 Stansberry Lane
Suite 100
Franklin, TN 37069

GROUND LEASE

THIS GROUND LEASE is made as of _____, 2021, by and between the **CITY OF FRANKLIN, TENNESSEE**, a political subdivision of the State of Tennessee, and the **CITY'S WATER AND SEWER SYSTEM** ("Landlord") and **CHEEKWOOD GOLF CLUB, LP**, a Tennessee limited partnership, or its permitted assigns ("Tenant").

[The City has been told that there is going to be an LLC formed for this project with other new managing partners. As it stands, the City is negotiating a Lease with Cheekwood Golf Club, LP. We have not been told how an LLC would apply to the Lease or the project.]

In consideration of the mutual agreements contained in this Lease, Landlord leases to Tenant that certain unimproved real property containing **fifty-four and twelve one-hundredths (54.12) acres**, more or less, lying in the city limits of Franklin, Tennessee along the southern right-of-way of the Mack Hatcher Parkway at its intersection with Spencer Creek Drive, a public road, being Parcel 21.01 on Williamson County Tax Assessor Map 063 (the "Leased Premises"), and being more particularly described in **Exhibit A** attached to this Lease, together with all appurtenant easements, rights and privileges, including, but not limited to, that certain thirty (30) foot wide Access Easement serving the Leased Premises and as set forth on the Final Plat of Franklin First Methodist Church PUD Subdivision of record in Plat Book P59, Pages 119A thru 119 E, Register's Office for Williamson County, Tennessee. The Leased Premises do not include any "Improvements" (as defined below) constructed or installed on the Leased Premises by Tenant, except as elsewhere expressly provided in this Lease.

THIS LEASE is made upon the following terms and conditions:

SECTION 1. TERM AND OPTIONS TO RENEW.

The term of this Lease (the "Term") shall be up to fifty (50) years, commencing on the date of the final approval by the City of Franklin Board of Mayor and Aldermen of the rezoning of the Leased Premises to Planned District (PD) and the Development Plan for the use of the Leased Premises being approved in compliance with the provisions, terms, and conditions set forth in this Lease and in compliance with the Zoning Ordinance (the "Commencement Date") Should the Tenant fail to obtain rezoning of the Leased Property to Planned District (PD) and fail to obtain approval of the Development Plan within one (1) year of the Commencement Date, this Lease shall be terminated without further action of the Parties. The Lease and operations of the Tenant shall be

reviewed every ten (10) years to ensure the elements of the Lease terms are still being met and are appropriate and in the best interest of the City. This review shall happen within ninety (90) days of the ten (10) year anniversary date.

The phrases “Term,” “term of this Lease,” “Lease term,” or any similar phrase, as used in this Lease, shall be deemed to include, where appropriate, the Term.

[The City staff have added “up to fifty years” and are requiring check ins by the Board and Cheekwood every ten years to determine if this Lease works and is beneficial to the City. The City staff also added that should Cheekwood not obtain rezoning and an approved Development Plan, the Lease terminates.]

SECTION 2. RENT.

2.1 **Base Rent.** Tenant shall pay Landlord base rent (the “Base Rent”) for the Leased Premises in accordance with this Section 2 beginning on the Commencement Date. Subject to the adjustment of the Base Rent in accordance with Sections 2.2.2 and 2.2.3 hereof, Base Rent for each Lease Year (defined as each twelve (12) month period commencing on the Commencement Date or any anniversary thereof), during the Primary Term shall be **SEVENTY THOUSAND AND NO/100 (\$70,000.00) paid in quarterly installments of SEVENTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$17,500.00).** Upon receipt of a Certificate of Occupancy, the Lease shall then include a percentage of gross sales as set forth in 2.2.1.1.

2.2 Base Rent - Adjustment Date.

2.2.1 Definitions.

2.2.1.1 “Adjustment Date” shall mean the first day of the first month after the Tenant receives approval of the Development Plan which shall signify the Commencement Date of this Lease, with the full Base Rent as described in 2.1 becoming due. Upon the issuance a Temporary or Final Certificate of Use and Occupancy that authorizes the facility or any portion thereof to be open to the public for use or, three-hundred sixty-five (365) days following the execution of this Lease, the Rent for the remainder of such Lease Year shall include the balance of the unpaid Base Rent, plus five percent (5%) of the gross income of all operations. During the remainder of such Lease Year the five percent (5%) of gross income for all operations shall be paid in quarterly installments along with the Base Rent (the “Gross Income Adjustment.”). At the City’s discretion, the City shall request Tenant to participate in an audit review at anytime to be paid for by the City.

[The City staff and Cheekwood agree to a gross income percentage as part of the rental payment, however, the parties have not yet agreed on the amount. The City recommends 5%. The City also recommends the Base Rent payments begin, in full, on the Commencement Date. Cheekwood proposes they not make any rent payments until after it receives a Temporary or Final Certificate of Use and Occupancy permit.]

2.2.1.2 “Periodic Base Rent Adjustment Dates” shall mean the first day of the second year of the Lease Term and the first day of each succeeding year thereafter.

2.2.1.3 “CPI Adjustment” shall mean for each successive ten (10) year period commencing on the Initial Base Rent Adjustment Date an increase in annual Base Rent equal to the "CPI Factor" multiplied by the annual Base Rent for the first year of the ten-year period immediately preceding the date of the CPI Adjustment. The “CPI Factor” is the percentage equal to a fraction, the numerator of which is the Index (as defined below) most recently published prior to the date of the CPI Adjustment (the “Numerator Index”) and the denominator of which is the Index published ten (10) years prior to the date on which the Numerator Index was published. The term "Index" shall mean the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items (1982-84 = 100), published by the Bureau of Labor Statistics of the United States Department of Labor.

2.2.1.4. [City staff's proposed language] Except as specified in subsequent subsections, “Multi-Recreational Golf Facility” shall mean uses primarily associated with traditional golf facilities the primary purpose for which are for people of all ages to learn, practice, play, and compete in the game of golf. Such uses shall be limited to outdoor driving ranges, and outdoor practice putting and chipping areas, pars-3, 4, and 5 golf holes, a golf pro shop, retail space for the sale and marketing of golf equipment, clothing, merchandise and related materials, ancillary grill/food/beverage service area and eating areas, office spaces for staff and the Tennessee Golf Foundation or similar non-profit entities whose primary purpose is golf advocacy, meeting spaces, shower and locker room facilities for golf participants and staff, and areas for private golf instruction and any other uses allotted to any other golf course or golf club within the jurisdictional limits of the City, as approved in writing by the City. Indoor driving ranges or covered bays are strictly prohibited.

[Cheekwood's proposed language] Except as specified in subsequent subsections 2.2.1.4.1 thru 2.2.1.4.5, a “Multi-Recreational Golf Facility” shall mean uses primarily associated with traditional golf facilities the primary purpose for which are for people of all ages to learn, practice, play, and compete in the game of golf either alone or in participation with others and by actual physical activity or by other means, including, but not limited to, observation, electronically and virtually. Such uses shall be limited to outdoor driving ranges, and outdoor practice putting and chipping areas, covered and/or partially enclosed practice and hitting bays, pars-3, 4, and 5 golf holes, golf pro shops, retail spaces for the sale and marketing of golf equipment, clothing, merchandise and related materials, grill/food/beverage service area and eating areas, office spaces for staff and the Tennessee Golf Foundation or similar entities whose primary purpose is golf advocacy, meeting spaces, shower and locker room facilities for golf participants and staff, and areas for private golf instruction, and any other uses allotted to any other golf course or golf club within the jurisdictional limits of the City.

[Cheekwood proposes to add “either alone or in participation with others and by actual physical activity or by other means, including, but not limited to, observation, electronically and virtually,” and “covered and/or partially enclosed practice and hitting bays.” Cheekwood further proposed to delete the word “ancillary” as it defines grill/food/beverage service. The City staff disagrees with the proposals because it conflicts with the 2017 presentation. It

was understood that the food and beverage sales would be ancillary in the beginning but now have learned that the food and beverage will be where most of the profit is derived. The City also adds that there could be office space for the TN Golf Foundation or similar *non-profit*.]

2.2.1.4.1 Special Events. Special Events not associated with a permitted use hereinafter set forth, examples of which include, but are not limited to, private weddings, civic club meetings, training, private parties, etc. shall be held indoors and inside the building or on a permanent or temporary deck, patio or designated areas. Such Special Events involving tents that exceed governing ordinances and codes, and/or the use of the exterior grounds or any portion thereof require prior written approval by the City.

2.2.1.4.2. [City staff's proposed language] Hours of Operation. All outdoor golf play and practice, use of driving ranges, practice putting and chipping areas shall be conducted between dawn and dusk, only.

[Cheekwood's proposed language] Hours of Operation. All outdoor golf play on the actual par 3 and par 4 golf course shall be conducted between dawn and dusk, and all other golf play and practice, use of indoor and outdoor driving ranges, indoor and outdoor practice putting and chipping areas and covered and/or partially covered golf ball hitting bays shall be conducted between dawn until 10:00 pm on Sunday through Thursday and until 11:00 pm on Friday and Saturday. Notwithstanding the above, the stated hours of operation shall not apply to or otherwise restrict maintenance of or service requirements to the Property.

[Similar to the previous item, and related, Cheekwood's proposal does not conform with the 2017 presentation. Cheekwood proposed to close the par 3 and par 4 golf course at dusk, but the remainder of the Property will be open until 10 p.m. Sunday through Thursday and 11 p.m. Friday and Saturday. If the Board decides that an entertainment venue with a bar is appropriate for this City property, the establishment will most likely not close at dusk, and the Board will need to determine if 10 p.m. and 11 p.m. are appropriate.]

2.2.1.4.3. [City staff's proposed language] Exterior Lighting Restrictions. Except for emergency building lighting for compliance with the International Building Code, building accent lighting, lighting of outdoor driving ranges, indoor practice putting and chipping areas and covered decks and patios, security lighting of common areas, ingress and egress lighting and off-street parking lot lighting, all other exterior lighting is strictly prohibited unless approved in advance in writing by the City. No portion of the golf course and/or exterior golf practice facilities including the putting and chipping areas, driving range, and/or golf instructional areas shall be illuminated.

2.2.1.4.3. [Cheekwood's proposed language] Exterior Lighting Restrictions. Except for emergency building lighting for compliance

with the International Building Code, building accent lighting, lighting of indoor and outdoor driving ranges, indoor and outdoor practice putting and chipping areas and covered and/or partially enclosed golf ball hitting bays, decks and patios, security lighting of common areas, ingress and egress lighting, ground level illumination not to exceed International Dark Sky Guidelines of driving range golf ball landing areas, and off-street parking lot lighting, all other exterior lighting is strictly prohibited unless approved in advance in writing by the City. Except as above specifically set forth, no portion of the golf course and/or exterior golf practice facilities including the putting and chipping areas, driving range, and/or golf instructional areas shall be illuminated.

[Similar to the previous items, and related, Cheekwood's proposal does not conform with the 2017 presentation. If the property were to develop pursuant to the 2017 plan, exterior lighting would only be needed for safely relating to ingress and egress. If the Board decides that an entertainment venue with a bar is appropriate for this City property, the Property will need to have some exterior lighting and we will need to discuss the least invasive methods to accomplish that.]

2.2.1.4.4. [City staff's proposed language] Synthetic Turf Prohibited. Except for the driving range and tee box hitting matts, synthetic turf or similar product(s) is prohibited.

2.2.1.4.4 [Cheekwood's proposed language] Synthetic Turf Prohibited. Except for the putting greens and tee box hitting mats, synthetic turf or similar product(s) is prohibited, unless approved in advance in writing by the City.

[The cost to the City to remove synthetic turf and restore natural grass could be costly. For that reason, staff recommends that synthetic turf only be allowed at the putting greens and the tee box hitting mats. Cheekwood recommends that synthetic turf be allowed at the driving ranges, which is most of the ground coverage of the property.]

2.2.1.4.5. [City staff's proposed language] Beverage and Food Service. Except for limited beverage and food service to golfers, caddies, or observers on the golf course, City approved special events held outdoors, and beverage and food service ancillary to the restaurant/grill patio, all other beverage and food service shall be conducted fully indoors. No beverage or food service shall be offered to guests or golfers within the golf practice facilities including the putting and chipping areas, driving range, and/or golf instructional areas. Notwithstanding the above, Tenant shall maintain and publish in conspicuous places at all times a strict behavior and dress code policy, which among other things, will discourage the sale to and the consumption of alcoholic beverages by anyone not permitted by local and state laws, by any who, by casual observation, is intoxicated, unruly, threatening, inebriated, tipsy, and /or not in control of his/her faculties, a violation of which will result in any such person(s) being immediately removed from the

premises and the repeated violation of which will cause such person(s) to be barred from thereafter entering the premises.

2.2.1.4.5. Beverage and Food Service. Beverage and food service are permitted to golfers, guests, observers, caddies, or observers and other persons using and otherwise incidental to and/or associated with permitted uses and golf activities, including, but not limited to, uses on and off the golf course, indoor driving ranges, indoor practice putting and chipping areas, covered and/or partially enclosed bays, golf pro shops, retail spaces, grill/food/beverage service and eating areas, office spaces and special events. Notwithstanding the above, Tenant shall maintain and publish in conspicuous places at all times a strict behavior and dress code policy, which among other things, will discourage the sale to and the consumption of alcoholic beverages by anyone not permitted by local and state laws, by anyone who, by casual observation, is intoxicated, unruly, threatening, inebriated, tipsy, and /or not in control of his/her faculties, a violation of which will result in any such person(s) being immediately removed from the premises and the repeated violation of which will cause such person(s) to be barred from thereafter entering the premises.

[Similar to the previous items, and related, Cheekwood's proposal does not conform with the 2017 presentation. The City proposes that food and beverage sales be ancillary to the golf-related use of the property. To that end, the City proposes limitations on the sale of food and beverages, namely, *except for limited beverage and food service to golfers, caddies, or observers on the golf course, City approved special events held outdoors, and beverage and food service ancillary to the restaurant/grill patio, all other beverage and food service shall be conducted fully indoors. No beverage or food service shall be offered to guests or golfers within the golf practice facilities including the putting and chipping areas, driving range, and/or golf instructional areas.* We understand from Cheekwood that a major portion of their profits will come from the sale of food and beverages (in particular beer, wine, and alcohol). To that end, Cheekwood proposes the sale of food and beverages throughout the property. If the Board decides that an entertainment venue with a bar is appropriate for this City property, the Board should set limitations and we would need to discuss methods that would lead to the lowest amount of risk to the City.]

2.2.1.4.6 Golf Ball Containment Area. The location and heights of the poles and netting as determined and illustrated in the Ball Trajectory and Netting Study completed by Watermark Golf Nathan Crace Design and Tanner Consulting Group dated August 24, 2021 shall be erected in strict accordance with the pole and netting locations and heights as provided in the study. Furthermore, the poles and netting shall be fully installed prior to requesting a Temporary or Final Certificate of Use and Occupancy for the driving range facility and/or golf instructional facilities that will use the driving range.

[The City staff proposes adding language regarding the netting and containment area as this element of the use of the Property is vital.]

2.2.2 Adjustment. Base Rent, excluding any Gross Income Adjustment, shall increase every year on the anniversary of the Commencement Date January 1 of each year by 3% (the “Fixed Adjustment”) and then shall increase every ten (10) years by the greater of a Fixed Adjustment or by a CPI Adjustment. Under no circumstances will the annual Base Rent ever decrease.

2.2.3 Base Rent Gross Income Adjustment. Base Rent shall increase every year commencing on the first day of the second year of the Lease Term and the first day of each succeeding year thereafter by an amount equal to five percent (5%) of the Gross Income received from the use and operation of the Leased Premises by Tenant during the previous twelve (12) month period, which shall be paid in quarterly installments contemporaneously with the payment of the Base Rent. For purposes of this subsection, Gross Income shall mean all income of every type, nature and kind received by Tenant from its use and operation of the Leased Premises, including, but not limited to, income from the use, leasing and rental of the Leased Premises, or any portion thereof, and the income from memberships, instruction, lessons, events and the rental and sale of merchandise, products, food and beverages. The parties agree that the City shall, at its own cost, require an audit of the Tenant’s income and adjust the Base Rent Gross Income accordingly.

[The City proposes a Gross Income rental payment in the amount of 5% but the parties have not yet agreed on that amount.]

2.3 Payment of Base Rent. The Base Rent for any partial month or partial year shall be prorated on a per diem basis. The Base Rent shall be paid in equal quarterly (three (3) month) installments in advance on the first day of January, April, July, October during the term of this Lease with the exception for the Base Rent Income Adjustment, which shall be paid on the tenth day of January, April, July, and October. If any rent or other payment under this Lease is not paid within ten (10) days of the date due, it shall bear interest at the rate of ten percent (10%) per annum until paid. Quarterly installments of Base Rent shall be paid by Tenant to Landlord at the following address:

Payable to: The City of Franklin

City of Franklin

Assistant City Administrator Finance and Administration/CFO

109 3rd Avenue South

Franklin, Tennessee 37064

Landlord shall have the right to change the address for payment of Base Rent with written notice to Tenant, delivered at least fifteen (15) days prior to the effective date of such change.

SECTION 3. CONSTRUCTION OF IMPROVEMENTS; ALTERATIONS.

3.1 Construction of Improvements. As used in this Lease, the term “Improvements” shall mean any improvements, buildings, structures and fixtures of every type, kind and nature constructed, installed or maintained on the Leased Premises by, or on behalf of, Tenant, including, but not limited to, those associated with the Multi-Recreational Golf Facility, office space, events/meeting space, and restaurant/grill contemplated by Tenant, and any alterations or additions to the same made by, or on behalf of, Tenant. The term “Property” as used in this Lease shall collectively mean the Leased Premises and the Improvements.

Any Improvements constructed by Tenant shall be in accordance with Development Plans, Site Plans, and the plans submitted with Building Permits and, as approved by the Landlord and constructed in a good and workmanlike manner and in compliance with all applicable governmental laws, building codes, regulations, and ordinances. All Improvements made in accordance with this Section shall remain the property of Tenant during the term of this Lease, and Tenant shall be entitled to all benefits of an “owner” thereof for local, state and federal taxation purposes, including, but not limited to, claim respecting the depreciation thereof. Except for those associated with events, alterations, additions, restoration and/or construction or reconstruction of the Improvements, no temporary structures shall be erected or staged on the property without the approval of the Landlord. To protect Landlord’s interest in the Property and to cause the Property to be returned to substantially the same condition it was in prior to commencement of construction of the Improvements, Tenant shall deliver to Landlord on or before, and as a condition of, issuance of a grading permit at Tenant’s option either (a) a surety and restoration bond in the amount of \$1,000,000.00 for the benefit of Landlord and in form and content acceptable to Landlord in its reasonable discretion, (b) an irrevocable letter of credit issued by a financial institution acceptable to Landlord in its reasonable discretion in an amount equal to the estimated cost of restoring the Property to substantially the same condition it was in prior to commencement of construction of the Improvements, or (c) a combination of both (a) and (b). The surety, bond or letter of credit shall be held until 100% of the improvements, and all other elements, of the Development Plan are completed and approved by the City.

[The City adds the last sentence, which has not been discussed with Cheekwood yet.]

3.1.1 Protection of Wetlands, Buffers, Waterways, and other designated environmentally protected areas. The encroachment into environmentally protected areas as identified and delineated on Development Plans and Site Plans approved by the Landlord is strictly prohibited and the Tenant shall make it a priority to protect these environmentally protected areas from physical and/or environmental damage resulting from contaminants (i.e. fertilizers, weed control used on the golf course) from entering these protected areas. If any other section of this Lease conflicts with this section, this section shall supersede.

3.2 **Alterations.** At any time during the term of this Lease, Tenant, at its sole expense and risk, may make and/or construct alterations and additions to any Improvements and any portion of the Leased Premises, provided that any and all alterations and additions shall be first approved in writing by the Landlord, and such alterations and additions shall be constructed in a good and workmanlike manner and in compliance with all applicable governmental laws, building codes, regulations, and ordinances. All alterations and additions made in accordance with this Section shall become part of the Improvements and shall remain the property of Tenant during the term of this Lease, and Tenant shall be entitled to all benefits of an “owner” thereof and otherwise for local, state and federal taxation purposes, including, but not limited to, claim respecting the depreciation thereof.

SECTION 4. REPAIR AND MAINTENANCE.

Throughout the term of this Lease, Tenant, at its sole expense, shall keep and maintain the Leased Premises and the Improvements in good repair and condition in strict accordance with the Development Plans, Site Plans, and plans submitted with Building

Permits and, as approved by the Landlord of which examples include building materials, fencing, landscaping, lighting, etc., ordinary wear and tear, damage due to casualty and other causes reasonably beyond the control of Tenant excepted, and shall make all repairs, replacements and renewals necessary to put or maintain the Leased Premises and the Improvements in such state of repair and condition.

SECTION 5. USE; COMPLIANCE WITH LAWS AND AGREEMENTS.

Tenant may use and occupy the Leased Premises, associated with the Multi-Recreational Golf Facility, office spaces, events/meeting spaces, retail spaces and restaurant/eating spaces as set forth in 2.2.1.4 with further restrictions as defined in 2.2.1.4.1, 2.2.1.4.2, 2.2.1.4.3, 2.2.1.4.4, and 2.2.1.4.5 and for no other purpose without the express written consent of the Landlord. During the term of this Lease, Tenant shall comply with and cause the Property to be in compliance with (i) all laws, ordinances and regulations, and other governmental rules, orders and determinations, whether or not presently existing and contemplated applicable to the Property or the uses conducted on the Property, (ii) the provisions of any insurance policies required to be maintained by Tenant with respect to the Property, and (iii) the terms of any easements, covenants, conditions and restrictions affecting the Property, which encumber the Property as of the date hereof or are created after the date of this Lease with Tenant's prior written consent. Tenant covenants and agrees that, continuously and uninterruptedly from and after its initial opening for business, it will operate and conduct within the Premises the business it is permitted to operate and conduct under the provisions of this lease, except for reasons of force majeure (as described herein), or while the Premises are untenable by reason of fire or other casualty. Tenant agrees to conduct its business at all times in a first class manner consistent with reputable business standards and practices of a first-class operator, and that it will at all times keep and maintain within and upon the Premises trade fixtures to service and supply the usual and ordinary demands and requirements of its licensees and that it will keep the Premises in a neat, clean and orderly condition. and notwithstanding anything stated above in this Section 5 or elsewhere in this Lease to the contrary, Tenant, together with its agents, representatives, successors and assigns, shall all times and under all circumstances comply with the following:

5.1 All instructional, teaching and coaching activities will be supervised and conducted by certified golf teaching professionals;

5.2 All operations and activities on the Premises shall be centered upon and ancillary to the operation of the Multi-Recreational Golf Facility, as hereinabove defined, with the primary emphasis being the learning, observing, practicing, playing and competing in the game of golf;

5.3 [Cheekwood's proposed language] The exterior lighting of those parts of the Premises used as landing areas for golf balls shall be designed to preserve and protect the nighttime environment and dark skies through environmentally responsible outdoor lighting. In this regard, all such lighting shall comply with the International Dark Sky Guidelines Subsection 1G which addresses outdoor recreational and/or athletic field lighting, which standards shall be in addition to and not in lieu of governing zoning ordinances. Notwithstanding the above, flashing or strobe lighting shall not be permitted on the Premises;

[This section would only be required or negotiated further if the Board decides that an entertainment venue with a bar is appropriate for this City property.]

5.4 Unless at a Special Event permitted pursuant to subsection 2.2.1.4.1 and then only in compliance with governing ordinances of the City, Tenant shall not permit, allow or cause to occur or exist on any areas of the Property on the golf course, indoor driving ranges, indoor practice putting and chipping areas, covered and/or partially enclosed bays, golf pro shops, retail spaces, grill/food/beverage service and eating areas, and office spaces the playing of loud music, productions or programs, **consistent with, and not in violation of, the Franklin Municipal Code;**

[The City staff has added “consistent with, and not in violation of, the Franklin Municipal Code” but we have not been able to talk with Cheekwood about this additional language.]

5.5 All persons, including, but not limited to, staff and members of the public, using the Multi-Recreational Golf Facility will be required to accept and comply with the dress and behavior code promulgated from time to time by the United States Golf Association and its successor entity(ies);

5.6 All public and semi-public areas of the Multi-Recreational Golf Facility, including, but not limited to, the golf hitting bays, shall be under surveillance by video devices, with all such areas being staffed with qualified security personnel. Persons using the Multi-Recreational Golf Facility, who are observed to be intoxicated or unruly shall be requested to immediately leave the Premises and if such person(s) refuse to immediately leave the Premises Tenant shall summon local law enforcement to physically remove such person(s) from the Premises; and

5.7 All adult persons using the Multi-Recreational Golf Facility shall be required to execute a Use Agreement, which, among other things reflects such persons’ agreement to comply with the rules and regulations of the Facility and upon the breach of the provisions, terms and conditions of such Use Agreement will result in such persons not being permitted to further use or otherwise reenter the Multi-Recreational Golf Facility for any purpose whatsoever. The persons executing such Use Agreement will upon such execution be issued a “Use Card”, which he/she must have on their person at all times when upon the Premises.

SECTION 6. LIENS.

Tenant will not create or permit to be created or to remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Leased Premises or the Landlord’s interest in the Leased Premises, which arises by reason of any labor or materials furnished or claimed to have been furnished to Tenant or by reason of any action or omission of Tenant, or the construction, addition, alteration or repair of any part of the Property by or on behalf of Tenant. If any such lien, encumbrance or charge is filed or levied against the Leased Premises, Tenant shall, within 15 days after Landlord gives Tenant written notice of the same, either (a) pay the lien, encumbrance or charge and obtain a discharge and release of the same or (b) furnish to Landlord adequate protection against loss or damage on account of the lien, encumbrance or charge by delivering to Landlord a sufficient surety bond or other security reasonably satisfactory to Landlord.

SECTION 7. TAXES, ASSESSMENTS AND OTHER CHARGES.

7.1 **Tenant to Pay Taxes.** As additional rent, Tenant shall pay all “Taxes” (as defined below) against the Leased Premises becoming a lien during the term of this Lease, or otherwise due and payable and applicable to time periods falling within the term of this Lease, and a pro rata portion of the Taxes becoming a lien during the years that this Lease commences and expires, such pro rata share to be determined as of the Commencement Date and expiration date and in accordance with the customary method of prorating real estate taxes in Williamson County, Tennessee.

7.2 **Taxes Defined.** As used in this Lease, the term “Taxes” means all taxes, assessments and levies, whether general or special, ordinary or extraordinary, of every nature or kind whatsoever, including but not limited to ad valorem real estate taxes and assessments, that may be taxed, charged, assessed, levied or imposed at any time during the term of this Lease by any governmental authority upon or against the Leased Premises and Improvements.

SECTION 8. UTILITIES.

Tenant at its sole cost and expense shall obtain, extend to the property, and promptly pay all development and monthly fees for all utility services furnished to or consumed on the Property, including, but not limited to, electricity, gas, water, sewer, heat, telephone, garbage collection, and all charges related to any of these services. The Tenant shall be responsible, at their expense, for acquiring any off-site utility easements or right-of-way and, design and construction costs needed to extend utilities to the Property.

SECTION 9. INDEMNIFICATION.

9.1 Tenant shall defend all actions against Landlord, **its officers, Board of Mayor and Aldermen, agents, representatives,** and any employee of Landlord (collectively the “Indemnified Party”), and shall pay, protect, indemnify and save harmless the Indemnified Parties against, any and all claims, demands, liabilities, losses, damages, costs and expenses (including reasonable attorneys’ fees and expenses) of any nature resulting from the actions and omissions of Tenant, its employees, agents and representatives, and/or Tenant’s use of the Property (collectively the “Liabilities”), with respect to, (a) to which any of the Indemnified Parties is subject, because of Landlord’s estate in the Leased Premises and defects in Landlord’s title to or any liens or encumbrances on the Leased Premises created or suffered to come into existence by Landlord, other than the Permitted Encumbrances, or (b) arising from (i) injury to or death of any person, or damage to or loss of property, on the Leased Premises, or connected with the use, condition or occupancy of the Leased Premises by Tenant, (ii) Tenant’s uncured default under this Lease, or (iii) any act or omission of Tenant or its agents, contractors, licensees, subtenants or invitees; but excepting from all of the above any claims, demands, liabilities, losses, damages, costs and expenses (including reasonable attorneys’ fees and expenses) arising from any uncured default under this Lease by Landlord or from any act or omission of the Indemnified Parties or their agents, representatives, contractors or employees.

9.2 Tenant will reimburse the Indemnified Party for and will indemnify, defend, and hold harmless Landlord Parties from and against any and all loss or damage sustained by,

liability or charges imposed on, and claims or causes of action, including death, asserted against, the Indemnified Party arising in whole or in part out of or by reason of (1) any accident or occurrence in or on the Property, any use of or business conducted in or on the Property, or any hidden or apparent defect in the Property; or (2) any damage to or loss of any property of Tenant or any person occupying the Property or any of their respective officers, directors, shareholders, affiliates, agents, employees, or contractors (collectively, "Tenant Parties"), whether this damage to or loss of property occurs on the Property; or (3) any act, negligence, or fault of Tenant Parties, whether occurring on the Property or off the Property but caused by actions of the Tenant Parties. Tenant's reimbursement and indemnity obligations will include, but not be limited to, any and all penalties, assessments, fines, damages, interest, settlement amounts, judgments, losses, reasonable attorneys' fees and other expenses, and will survive the expiration or other termination of this Lease.

[The City has not been able to discuss the above language with Cheekwood yet. If the Board decides that an entertainment venue with a bar is appropriate for this City property, the lease needs to include language to protect the City for any actions of the Tenant, including the over serving of alcohol on City property.]

9.3 Protection of Wetlands, Buffers, Waterways, and other designated environmentally protected areas. The encroachment into environmentally protected areas as identified and delineated on Development Plans and Site Plans approved by the Landlord is strictly prohibited and the Tenant shall make it a priority to protect these environmentally protected areas from physical and/or environmental damage resulting from contaminants (i.e. fertilizers, weed control used on the golf course) from entering these protected areas.

SECTION 10. INSURANCE.

10.1 **Required Insurance.** Tenant agrees to keep all Improvements on the Leased Premises insured against loss by fire and all the risks and perils usually covered by a standard policy of casualty insurance upon property comparable to the Improvements. Landlord waives all rights and disclaims any interest in any insurance adjustments and settlements with respect to damage to the Improvements. Said insurance policies shall be to the satisfaction of the City.

10.2 **Commercial General Liability Insurance.** Tenant agrees to Commercial General Liability insurance on the Premises during the Term hereof, covering the Tenant and naming the Landlord, Landlord's mortgagee, Landlord's agents and beneficiaries and such other parties as requested by Landlord as additional insureds with terms and companies satisfactory to Landlord for limits of not less than Two Million Dollars and 00/100 (\$2,000,000) for bodily injury, including death, and personal injury for any one occurrence, One Million Dollars and 00/100 (\$1,000,000) property damage insurance or combined single limit of Two Million Dollars and 00/100 (\$2,000,000), **which shall be updated every ten (10) years.** Tenant shall also carry contractual liability coverage recognizing this Lease, products and/or completed operations liability and shall provide that Landlord and Tenant shall be given a minimum of ten (10) business days' written notice by the insurance company prior to cancellation, termination or change in such insurance. Tenant also agrees to carry insurance against fire, sprinkler damage and such other risks as are from time to time included in standard "all risk" and/or "special peril" forms of insurance (including business interruption, business income and extra expense coverage and insuring against all

forms of sudden and accidental water damage for the full insurable value, covering all of Tenant's Work and betterments, Tenant's merchandise, trade fixtures, furnishings, wall coverings, plate glass, floor coverings, carpeting, drapes, equipment and all items of personal property of Tenant located on or within the Premises. Tenant's business interruption coverage shall also include coverage for off Premises public utility interruption and said business interruption insurance shall have limits sufficient to pay Base Rent, and Additional Rent for a period of not less than twelve (12) months. At the Commencement Date, Tenant shall provide Landlord with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof. The minimum limits of the comprehensive general liability policy of insurance shall in no way limit or diminish Tenant's liability under Section 13.6 hereof and Tenant's insurance obligation shall be subject to increases, additional and/or different types of insurance at any time, and from time to time, during the Term hereof if Landlord, in the exercise of its reasonable judgment, shall deem same necessary for adequate protection. Within twenty (20) days after demand therefor by Landlord, Tenant shall furnish Landlord with evidence that such demand has been complied with.

[The City staff has added “which shall be updated every ten (10) years” but have not been able to talk with Cheekwood about the language.]

10.3 **Waiver of Subrogation.** Landlord and Tenant severally waive any and every claim which arises or may arise in its favor and against the other during the term of this Lease for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Leased Premises, which loss or damage is covered by valid and collectible insurance policies to the extent that such loss or damage is recoverable thereunder. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Landlord and Tenant severally agree immediately to give each insurance company, which has issued its policies of insurance, written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverages by reason of said waivers.

SECTION 11. CONDEMNATION.

11.1 **Taking.** Unless this Lease is terminated pursuant to Section 11.2, if a portion of the Leased Premises shall be taken by condemnation or other eminent domain proceedings pursuant to any law, general or special, by an authority (“Condemning Authority”) having the power of eminent domain, or is sold to a Condemning Authority under threat of the exercise of that power, this Lease shall continue and there shall be an equitable and proportionate abatement of the Base Rent.

11.2 **Termination.** If a portion of the Leased Premises is so taken or sold, and that portion in Tenant’s sole opinion, judgment and discretion is material to Tenant’s use and occupancy of the Leased Premises, or if all of the Leased Premises is so taken or sold, Tenant may terminate this Lease by giving written notice to Landlord. This Lease shall then terminate on the day following the vesting of title in the Condemning Authority, except as provided below and except with respect to obligations and liabilities of Landlord and Tenant under this Lease that have arisen on or before the date of termination. Base Rent and other charges under this Lease shall be prorated as of the date of termination.

11.3 **Allocation of Award.** Landlord and Tenant each covenant and agree to seek separate awards in all such condemnation proceedings and to use their respective best efforts to see that such separate awards are made at all stages of all proceedings. However, in no event shall Tenant's award be less than the value of its leasehold estate so taken, together with the value of the then existing Improvements so taken (but excluding the value of the reversionary interest of Landlord in such Improvements, if such taking occurs in the last five (5) years of the Term). Landlord's award shall be limited to the value of the fee simple title to the land so taken, and the value of Landlord's reversionary interest in the then existing Improvements so taken. Notwithstanding the foregoing to the contrary, Tenant shall be entitled to retain all awards and proceeds payable with respect to any temporary taking of any portion of the Property, the term of which temporary taking expires during the Term of this Lease.

SECTION 12. PERMITTED CONTESTS.

Tenant shall not be required, nor shall Landlord have the right, to pay, discharge or remove any Taxes, charges, liens, or encumbrances, or to comply with any Legal Requirements applicable to the Leased Premises, as long as Tenant contests the existence, amount or validity of the matter in question by appropriate proceedings. This right of Tenant to withhold performance while proceedings are pending shall apply only if Tenant's proceedings effectively prevent any sale, forfeiture or loss of the Leased Premises or Landlord's rights under this Lease, and only if the proceedings do not subject Landlord to the risk of any criminal liability or any material civil liability. Nothing contained in this Section shall be deemed to relieve Tenant from any obligation to pay the Base Rent. Tenant shall give such reasonable security as may be reasonably requested by Landlord to ensure ultimate payment of the amounts and compliance with the Legal Requirements contested, and/or any potential sale or forfeiture of the Leased Premises or any Base Rent or other sum required to be paid by Tenant under this Lease. Landlord agrees that it shall be deemed reasonable security if Tenant provides an irrevocable letter of credit in an amount sufficient to fully satisfy the subject Taxes, together with any liens, charges, or encumbrances that may attach to the property as a result of such contest, which such letter of credit will permit Landlord to present same in order to pay the applicable Taxes and fees in the event the Lease Premises is scheduled for a tax sale.

SECTION 13. TENANT'S DEFAULTS; REMEDIES.

13.1 **Default.** If one or more of the following events ("defaults") shall occur and be continuing: (a) Tenant fails to make payment of the Base Rent or any other amount to be paid under this Lease by Tenant within the time periods provided herein for same, and the failure continues for ten (10) business days (excluding Saturdays, Sundays and legal recognized holidays) after written notice from Landlord; (b) Tenant fails to perform or observe any other covenant or condition to be performed or complied with by Tenant under this Lease, and the failure continues for thirty (30) business days after written notice by Landlord to Tenant; or, if the default complained of is of such a nature that it cannot reasonably be completely cured or remedied within such thirty (30) business day period, Tenant fails to diligently commence to cure the default during the thirty (30) business day period, or does not thereafter, with reasonable diligence and in good faith, proceed to remedy or cure the default; (c) Tenant files or there is filed against Tenant a petition in bankruptcy or a petition

or answer seeking reorganization under the Federal Bankruptcy Code or any other applicable bankruptcy statute; or (d) an order is entered adjudicating Tenant a bankrupt or approving an involuntary petition seeking a reorganization of Tenant under the Federal Bankruptcy Code or any other applicable bankruptcy statute, and the order is not vacated or stayed within thirty (30) business days of entry.

13.2 Remedies. Subject to the cure provisions set forth in subsection 13.1 and elsewhere in this Lease, in the event of any default of this Lease by Tenant, Landlord shall be entitled to exercise all rights and remedies available at law or in equity. Should Tenant be in default as provided in Section 13.1 above and Landlord elects to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, or should Tenant fail to cure a default (after expiration of the applicable notice period) it may either terminate this Lease or may, from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Premises. No such reentry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Landlord should be entitled to recover from Tenant any Base Rent which would otherwise have been payable under the terms of this Lease but for concessions or abatements previously granted by Landlord to Tenant. Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorneys' fees, and including the worth at the time of such termination of the excess, if any, of the amount of Base Rent reserved in this Lease for the remainder of the Lease Term over the then reasonable rental value of the Premises for the remainder of the Lease Term, all of which amounts shall be immediately due and payable from Tenant to Landlord.

Nothing contained herein shall prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach of the unexpired term of this Lease. In the event of a breach or anticipatory breach by Tenant of any of the covenants or provisions hereof, Landlord shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if re-entry, summary proceedings and other remedies were not provided for herein.

Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy at law, in equity or by statute. Tenant hereby acknowledges that Landlord shall have the right to exercise any remedy available to it under this Lease, at law, in equity or by statute and unless clearly stated to the contrary in this Lease, no right or remedy conferred upon or reserved to the Landlord under this Lease is intended to be exclusive of any other right or remedy given herein or now or hereinafter existing at law, in equity or by statute.

Notwithstanding anything to the contrary herein, (i) Landlord shall have an affirmative obligation to mitigate its damages hereunder, and (ii) in no event shall Tenant be liable hereunder for consequential, special or punitive damages, except to the extent directly and solely related to an unauthorized holdover by Tenant. Notwithstanding anything to the contrary herein, in no event is Landlord entitled to: (i) accelerate rent; (ii) exercise self-help to lock out Tenant or forcibly retake possession of the Premises without due legal process and an appropriate court order; or (iii) sue Tenant for any cost to restore or renovate the Premises beyond a vanilla box condition.

13.3. **Landlord's Right to Cure Defaults.** If Tenant shall fail to perform other act required to be made or performed under this Lease, Landlord, without waiving or releasing any obligation or default, may (but shall be under no obligation to) with at least thirty (30) business days' prior written notice to Tenant, make the payment or perform the act for the account and at the expense of Tenant. All reasonable sums so paid by Landlord shall constitute additional rent and shall be paid by Tenant to Landlord within fifteen (15) business days after Tenant's receipt of Landlord's written request therefor, together with supporting documentation reasonably acceptable to Tenant. Landlord's rights under this Section 14.3 are subject to the provisions of Section 13. Should Tenant fail to obtain a final Certificate of Occupancy for all improvements set forth in the approved Development Plan within five (5) years of the date of this Lease, the Lease is automatically terminated without further action of the parties.

SECTION 14. SURRENDER.

At the expiration or earlier termination of the term of this Lease, Tenant shall yield the Leased Premises to Landlord in good order and repair, reasonable wear and tear, casualty and condemnation excepted. Except as otherwise provided in this Lease, only those Improvements, which are in the nature of permanent fixtures or structures (and specifically excluding any non-permanent modular-type structures installed on the Leased Premises by Tenant), shall become the sole property of Landlord at the expiration of the Term without any compensation to Tenant. Upon the expiration or earlier termination of this Lease, Tenant may (but shall not be obligated to) remove any of Tenant's trade fixtures, equipment, machinery, furniture, furnishings, and other personal property from the Leased Premises and Tenant shall repair any damage which may result to the Leased Premises and the remaining Improvements from such removal. In the event Tenant fails to so remove those items prior to the expiration, or within thirty (30) business days of the earlier termination, of the Lease Term, then upon such expiration or thirty (30) business days after the earlier

termination of the Lease Term such items shall be deemed abandoned and shall be the property of Landlord. On or before the expiration or termination of this Lease, Tenant shall cause any mortgages, liens or encumbrances (including any mortgage) created by, through or under Tenant to be fully released and discharged.

SECTION 15. QUIET ENJOYMENT AND TITLE.

So long as Tenant pays the rent and performs Tenant's covenants within the applicable notice and cure periods, Tenant shall peacefully and quietly exclusively hold the Leased Premises throughout the term of this Lease free from hindrance, interference or molestation by Landlord and others claiming by, through, or under the Landlord, subject only to the conditions set forth in this Lease.

SECTION 16. NOTICES.

16.1 **Notice Procedure.** Any notice required or permitted to be given to a party under the provisions of this Lease shall be in writing and shall be deemed given when received if mailed by (i) certified or registered United States mail, postage prepaid, return receipt requested, or (ii) nationally recognized overnight courier, and if addressed as follows:

Landlord:	City of Franklin, Tennessee City Administrator 109 3 rd Avenue South Franklin, Tennessee 37064
Tenant:	Cheekwood Golf Club, LP Attn. J. Todd Jester 285 Spencer Creek Road Franklin, Tennessee 37069-6544

16.2 **Change of Address.** Either party may, from time to time, change its notice address by written notice to the other party at its then-current mailing address, in accordance with the provisions of this section.

SECTION 17. ESTOPPEL CERTIFICATE.

When requested by either party, the other party shall execute an estoppel certificate to evidence (a) the existence or non-existence of any default under this Lease, any amendment to this Lease, or any prepayment of rentals and (b) such other facts with respect to this Lease as may be reasonably required.

SECTION 18. RECORDING OF LEASE.

Upon the execution of this Lease, the parties shall record this Lease in Office of the Register of Deeds for Williamson County, Tennessee and otherwise in accordance with the provisions of Tennessee law.

SECTION 19. ZONING, PLANNING AND PERMITS, FEES, AND PERFORMANCE SURETIES.

19.1 Performance Sureties. In addition to posting Performance Sureties for the installation of public water, sanitary sewer, reclaimed water, and road infrastructure associated with the project, the Tenant shall post a Letter of Credit prior to obtaining a Grading Permit in the amount of two-hundred thousand (\$ 200,000) dollars in the event the Tenant is unable to complete the approved improvements in their entirety and the City was required to restore the property to its original condition. This Performance Surety shall be released when the project has received a Certificate of Completion and Final Certificate of Use and Occupancy's that signify the property, in its entirety, has been fully developed in accordance with approved plans, inspected, and approved by City staff.

SECTION 20. UTILITY EASEMENTS.

Upon request of Tenant, Landlord will join in grants of easements on or across the Leased Premises for electric, gas, telephone, water, sewer and other public utilities and facilities reasonably necessary or convenient for the construction, installation, repair, replacement, use and/or occupancy of the Improvements and the operation thereof. **Tenant fully understands and agrees that any existing and future utility easements that may be required on the Property shall be provided upon request of the Landlord.** The Tenant shall be responsible, at their cost, for acquiring, deeding, and platting any off-site utility easements or right-of-way needed to extend utilities to the Property. Tenant further understands and agrees that no improvements shall be placed within any easement except as delineated on the Development Plan and Site Plan approved by the Landlord. In the event the Landlord or any utility provider requires access to an easement to maintain infrastructure, the Tenant understands and agrees that any improvements of Tenant authorized to be placed upon said easement(s) shall be at the sole risk and responsibility of Tenant, who shall be responsible to re-install, repair and/or maintain the same at its expense. In the event Landlord, or any other utility provider, requires an easement in the future upon the Leased Premises, or any portion thereof, Tenant agrees to grant such easement, however, these provisions shall not prejudice or result in or otherwise be construed to be a waiver by Landlord or any such utility provider of their respective rights of eminent domain.

[Cheekwood deleted the highlighted sentence from the City's proposed lease stating it was unacceptable. City staff recommends that the sentence remain in the Lease. This is public property and should easements be needed in the future, any Tenant should comply with the City's request.]

SECTION 21. ENVIRONMENTAL MATTERS.

Landlord represents and warrants to Tenant that to Landlord's knowledge, no toxic, explosive or otherwise dangerous materials or hazardous substances have been concealed within, buried beneath or removed from and stored off-site of the Leased Premises.

[Cheekwood proposes to add the following additional language] For the purposes of this Lease, and in addition to the above, Landlord represents to Tenant that it has no knowledge or information, which includes, but is not limited to, knowledge of its subsidiaries, affiliates, agents, employees or independent contractors, of any violation by the Leased Premises of applicable law, statute, ordinance, rule, regulation, or order with respect to hazardous substances, or that the condition or use of the Leased Premises is not in compliance with any or all Federal, State or Local ordinances, rules, regulations or laws, building or zoning ordinances, or other similar laws. For purposes hereof "hazardous substances" means hazardous waste, toxic substance, polychlorinated biphenyls, asbestos or related

materials, and also includes but is not limited to, substances defined as (i) "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response Compensational Liability Act of 1980, as amended, 43 USC Section 9063, et seq., and Hazardous Material Transportation Act, as amended, 49 USC Section 6901 et seq., and The Resource Conservation and Recovery Act of 1976, 42 USC, Section 6901 et seq.; and the Toxic Substances Control Act, 15 USC Section 2601 et seq. and similar statutes, rules, and regulations enacted or promulgated by the State of Tennessee, or any local governmental entity, as amended, relating to the protection and preservation of the environment.

[The City disagrees with the proposed language. The City has proposed to lease the property “as is” leaving it up to the potential tenant to engage in due diligence studies. We understand that Cheekwood has commissioned a Phase One study, but the City is not in a position to represent any of the items listed above.]

SECTION 22. NO WAIVER.

No waiver of any condition or covenant of this Lease shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this Lease shall be construed to be a waiver on the part of either party of any right or remedy in law or otherwise.

SECTION 23. BINDING EFFECT; GOVERNING LAW; TIME; ATTORNEY FEES.

This Lease and the covenants and agreements of the parties herein shall be binding upon and inure to the benefit of Landlord and Tenant and their respective representatives, successors and assigns. Nothing contained in this Lease shall be construed as creating a partnership or joint venture of or between Landlord and Tenant, or to create any other relationship between the parties hereto other than that of landlord and tenant. This Lease shall be governed by, and construed in accordance with, the laws of the State of Tennessee. Time is of the essence with respect to this Lease.

[Cheekwood proposed the following additional language] In the event it becomes necessary for Landlord or Tenant to employ an attorney to commence an action to enforce to enforce compliance with any of the covenants and agreements contained in this Lease or to seek damages for a breach of the terms, conditions, covenants, representations or warranties set forth in this Lease, in addition to all other damages to which such party shall be entitled, the prevailing party in any such proceeding shall be entitled to recover its reasonable attorney’s fees, expert and consultant fees, discretionary costs, court costs, fees and expenses associated therewith.

[The City generally does not agree to pay attorney fees in its contracts or agreements. Staff recommends that we remain consistent with this practice and delete the proposed Cheekwood language.]

SECTION 24. PARTIAL INVALIDITY.

In the event any clause, term or condition of this Lease shall be determined to be illegal or unenforceable under any applicable governmental laws, orders, rules or regulations, this Lease shall remain in full force and effect as to all other terms, conditions and provisions.

SECTION 25. HEADINGS, MEANING OF WORDS, ENTIRE AGREEMENT.

The headings used in this Lease are inserted for convenience and are not to be considered in the construction of the provisions of this Lease. This Lease constitutes the entire agreement of the parties and may be amended or modified only in writing signed by both parties, and all prior agreements or understandings between the parties, either oral or written, are superseded by this Lease.

SECTION 26. BROKERS.

Landlord and Tenant hereby represent and warrant to each other that neither of them has engaged the services of a real estate agent or broker in connection with this Lease.

SECTION 27. LANDLORD RIGHT TO TERMINATE LEASE

Subject to notice as set forth herein, and the determination by the Board of Mayor and Aldermen ("BOMA") that the land comprising the Leased Premises is needed for a public use, the Landlord shall have the right, with prior written notice having been delivered to Tenant, to terminate this Lease at any time by action of the Board of Mayor and Aldermen and determination and with 24 months notice that the land is needed for a public use. In the event this Lease is terminated prior to the expiration of this Lease (the initial fifty (50) year term) the City shall compensate the Tenant the remaining depreciated value of the building and structures on the property, as approved on the Development Plan, Site Plans, and the plans submitted with Building Permits, constructed, and issued a Final Certificate of Use and Occupancy. There shall be no compensation for site improvements such as putting greens, golf holes, sand traps, tee boxes, landscaping, infrastructure, stormwater improvements, irrigation systems, fencing, netting, exterior lighting, etc.

Subject to the notice and compensation provisions hereinafter set forth, and the determination by the Franklin Board of Mayor and Aldermen ("BOMA") that the land comprising the Leased Premises is needed for a valid and identifiable public use, Landlord shall have the right, with prior written notice having been delivered to Tenant and by the formal and public and unanimous action of BOMA in compliance with its Charter, to terminate this Lease at any time after the initial twenty (20) years of the Lease term. In the event Landlord shall exercise its right to terminate this Lease in accordance with the above action of BOMA, this Lease shall then terminate on that date that is five (5) years following the date such action shall have been taken by BOMA. at In the event this Lease is terminated in accordance with the above action of BOMA, Landlord shall pay to Tenant upon such date of termination a cash sum equal to the greater of (a) the fair market value of the Improvements, as determined by the average of three appraisals performed by three qualified appraisers with one appraiser selected by Landlord, one selected by Tenant and one selected by the two appraisers having been selected by Landlord and Tenant, (b) the fair market value of Tenant's leasehold interest in the Leased Premises as determined by the average of three appraisals performed by three qualified appraisers with one appraiser selected by Landlord, one selected by Tenant and selected by the two appraisers having been selected by Landlord and Tenant, or (c) a sum equal to the average of the net profits, as customarily determined by generally acceptable accounting procedures, having been realized by Tenant from its

ownership and operation of the Leased Premises during the first twenty-five (25) years of the Lease Term multiplied by ten (10).

[City staff proposes the ability to cancel the lease with 24 month's notice. Cheekwood demands the City not be able to cancel the lease (except for default reasons) for 20 years and then only with a 5 year notice. This proposal is unworkable for the City for a few reasons. First, if the Board agrees to five ten-year terms, the Cheekwood provision would not be applicable. Second, this property is still public property even if leased to Cheekwood for this commercial purpose, but the property may need to be repurposed for a public benefit. Further, should the City need the property for a public purpose, the City proposes to reimburse Cheekwood for *the remaining depreciated value of the building and structures on the property, as approved on the Development Plan, Site Plans, and the plans submitted with Building Permits, constructed, and issued a Final Certificate of Use and Occupancy. There shall be no compensation for site improvements such as putting greens, golf holes, sand traps, tee boxes, landscaping, infrastructure, stormwater improvements, irrigation systems, fencing, netting, exterior lighting, etc.* When the City chose Cheekwood in 2017, the proposed development was had minor impacts to the property and included a simple, one-story clubhouse. The risk to the City should it need the property for a public benefit was minimal. Now, Cheekwood proposes a 3-story multi-million dollar commercial structure to include a restaurant and bar and 70 hitting bays. Should the City require the property again, the risk to the City could be quite significant, which is the reason behind the City's language for reimbursement.]

SECTION 28. FORCE MAJEURE.

Each date by which a condition or obligation hereinabove set forth must be satisfied, including conditions precedent to the commencement of any type of rental provided for herein, shall be extended (as shall be the commencement of any rental dependent thereon) by the number of days during which the satisfaction of such condition or obligation is necessarily delayed by strikes, lockouts, labor unrest, civil strife, riots, war, natural or national disasters, action of the elements, pandemics, unavailability of materials or supplies, or other events beyond the control of the party required to perform, but nothing contained in this Section shall be deemed to affect in any way Tenant's obligations with respect to rental and other charges payable pursuant to this Lease after such rental and other charges have first commenced to accrue.

SECTION 29. ASSIGNMENT AND SUBLETTING

Tenant shall not voluntarily or by operation of law transfer, assign, sublet, license, concession, mortgage or otherwise transfer or encumber all or any part of Tenant's interest (to include the sale or other transfer of stock in any percentage sufficient to change the effective voting control of Tenant) in this Lease or in the Premises (collectively a "Transfer") without Landlord's prior written consent, which consent shall be in the Landlord's sole discretion, nor shall Tenant suffer or permit the Premises or any part thereof to be used or occupied by others without Landlord's prior written consent, which consent shall also be in Landlord's sole discretion. Any attempted Transfer without such consent shall be void and shall constitute a breach of the Lease. Regardless of Landlord's consent, no Transfer shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay Base Rent

and Additional Rent and to perform all other obligations to be performed by Tenant hereunder.

Except to grant one or more, and from time to time, security interests to lenders, investors and/or sources of financing associated with the development, operation, maintenance, replacement and/or repair of the Premises or as otherwise associated with Tenant's performance under this Lease, as deemed necessary by Tenant in Tenant's sole judgment and opinion and upon such terms and conditions as Tenant shall desire in its sole judgment and opinion, and subject to any such lender, investor and/or sources of financing expressly acknowledging the terms and conditions set forth in this Lease and agreeing to be bound by the same upon the realization of any such security interest, Tenant shall not voluntarily or by operation of law transfer, assign, sublet, license, concession, mortgage or otherwise transfer or encumber more than forty-nine (49%) of Tenant's interest (to include the sale or other transfer of stock in any percentage sufficient to change the effective voting control of Tenant) in this Lease or in the Premises (collectively a "Transfer") without Landlord's prior written consent, which consent shall be in the Landlord's sole discretion, nor shall Tenant suffer or permit the Premises or any part thereof to be used or occupied by others without Landlord's prior written consent, which consent shall also be in Landlord's sole discretion. Any attempted Transfer without such consent shall be void and shall constitute a breach of the Lease. Regardless of Landlord's consent, no Transfer shall release Tenant of Tenant's obligation or alter the primary liability of Tenant to pay Base Rent and Additional Rent and to perform all other obligations to be performed by Tenant hereunder.

[The City believes that Cheekwood should not encumber the property by lien, mortgage, etc., without approval of the City. If Cheekwood fails to finalize the development or fails to succeed and the property is encumbered with liens, etc., the City will be forced to work through clearing the title to its property.]

SECTION 30. ACCESS TO PREMISES

Landlord, its agents, employees, representatives, and designees shall have the right to enter the Premises at any reasonable time upon reasonable prior notice to examine and inspect the Premises, or to make such repairs, additions or alterations as Landlord may deem necessary or proper for the safety, improvement, or preservation thereof.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Ground Lease as of the date first written above.

LANDLORD:

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore
Mayor

Attest:

By: _____

Eric S. Stuckey
City Administrator

Approved as to form by:

Shauna R. Billingsley
City Attorney

TENANT:

CHEEKWOOD GOLF CLUB, LP

By: _____, LLC, its sole general
partner

By: _____

J. Todd Jester
Its: President

Exhibit A

LEGAL DESCRIPTION



CHEEKWOOD GOLF CLUB

PROJECT SUMMARY BUSINESS PLAN FINACIAL PROJECTIONS SOURCES AND USES

August 2021

For:

THE CITY OF FRANKLIN, TN

This document is for general informational purposes only and is not an offering for sale of any securities of the company. While every precaution has been taken in the preparation of this document, Cheekwood Golf Club, LP assumes no responsibility for errors or omissions. Neither is any liability assumed for damages resulting from the use of the information contained herein. Cheekwood Golf Club, LP reserves the right to make changes to any information or data herein at any time for improvement purposes.



CHEEKWOOD GOLF CLUB

PROJECT SUMMARY

August 2021

For:

THE CITY OF FRANKLIN, TN

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THE VISION

As a visitor and/or guest of Cheekwood Golf Club, we will be proud to welcome our patrons to our outstanding state of the art modern golf and fitness facilities that will include dining and social amenities.

Through the innovative expansion of the Cheekwood Golf Club, we plan to create multiple golf and outdoor recreational opportunities for the city of Franklin. Our facility will bring together a Nicklaus Design 9-hole walkable par 3 golf course and a Nicklaus Design 7-hole player development golf course where junior golfers can learn game rules, etiquette and hone their skill level. We will also have 3-tiers of covered hitting stalls that combine state-of-the-art technology with a family friendly social atmosphere will enable year-round instruction and recreation, natural turf hitting stations, a golf performance center where students of all ages will be taught by certified golf professionals and facilities that can host social, corporate and community gatherings.

Family

At Cheekwood Golf Club, we will consider you part of our family, and we will have events and activities planned year-round for every member of the family. With social events including camping under the stars to Father-Daughter Dances, our patrons will have ample opportunities to bring families together for lots of fun and memories that are sure to last a lifetime.

Our commitment to family doesn't end there. We will have special kids-only activities each month where our young people can have fun with friends while making new connections and sports programs to promote health and fitness at a young age.

Youth Activities

CWGC will have a wealth of fun activities to entertain and enrich our young customers. Kids' Night Out will offer our young customers a chance to be with their friends and take part in unique and exciting activities including movie nights, arts and crafts, and more. Summer brings junior camps focused on fun, sport, and fitness. Throughout the year, CWGC will offer such things as a youth book club to encourage a love of reading through storytelling and activities related to the featured readings.

CWGC will offer a wide variety of golf clinics, private instruction and golf tournaments throughout the year that will help gear up our young people for positive engagement of a lifelong sport.

Golf & Amenities

CWGC's two Nicklaus Designed par 3 golf courses and golf practice facilities will include game improvement opportunities for every part of the game. The technology package will feature practice with feedback and purpose, personal performance reviews, simulated golf course play along with tournaments, skill games aimed towards game improvement, fitness dedicated to how the human body functions in relation to the golf swing, dining facilities and rooms for social engagement will make up the vibrant hub of unsurpassed athletic, recreational, and social experiences that we will offer our patrons, their families and guests.

The Cheekwood Golf Club golf practice facilities will be an indoor/outdoor year-round golf instruction and playing center with a top-notch teaching and learning program. CWGC will feature full-time golf instructors teaching the game to golfers of all ages and levels in covered hitting bays, natural turf hitting stations, short game facilities, a two-acre putting green inspired by “The Himalayas” putting course in St. Andrews Scotland, and a seven-hole par 3 player development course design by Nicklaus Design.

Extensive club fitting services will be available featuring multiple manufacturers' systems as well as a launch monitor. In addition, CWGC will have an extensive junior golf program. The junior program will be supplemented by a sports-specific golf fitness training room.

Social Engagements

CWGC will look forward to hosting our community’s next social or business event. Our unique destination will offer exceptional facilities capable of hosting a corporate breakfast meeting, intimate wine tasting or a festive holiday celebration. The Club’s talented team of planners will be there to assist with any meeting needs; from menu creation to providing audio visual equipment for detailed presentation. Our flexible meeting spaces and attention to detail will be sure to produce the framework for success for any business or social event.

We will also invite our community to make memories with their closest friends and family by hosting their next shower, anniversary celebration, birthday party or charity auction with us. Our team promises to bring dedicated focus and unbridled enthusiasm to every occasion. We believe the little touches make all the difference in making your personal event a special one.

COMMUNITY BENEFITS

In today's fast-paced world, it is harder than ever to find time for yourself, let alone find time to play a full round of golf or work on your game improvement. And, for new players to the game, golf can be perceived as intimidating, expensive, frustrating, and even, at times, uninviting.

The expansion of the Cheekwood Golf Club will be the first of its kind in the U.S. and offers many benefits:

- Realistic golf experience using state-of-the-art technology
- A safe, all-inclusive, engaging and family-friendly environment
- High attention to detail with authentic balls, green sites, and hazard designs
- High value and fun for all ages and skill levels (multi-generational engagement)
- Facilities and experiences tailored for women and beginners to promote relaxed, embarrassment-free learning
- Facilities to host social gatherings such as engagements, weddings, graduations, prom, bar mitzvahs, birthdays, etc.
- Areas where junior golfers can learn game rules, etiquette and hone their skill level
- Business networking zones and conference rooms
- Facilities to host local, state, and national golf tournaments, including support for local schools and golf teams
- Interactive games, contests, events, and league play
- Holistic game improvement with PGA professional coaches
- Chef-inspired menu and beverage offerings
- Public trailhead and greenways connecting Cheekwood to Franklin's trail system
- Environmentally friendly with 150% flood plain improvement and education, technical assistance, and recognition by Audubon International

PROJECT LEADERSHIP TEAM

This project is being led by several Williamson County residents, who are committed to making this venue a treasured community asset, including:

- Todd Jester, a nationally renowned and recognized golf course architect with over 30 years of experience.
- Jimmy Franks, founder of Tennessee Valley Homes and a third-generation custom homebuilder in Williamson County for over 30 years.
- Paul Pratt, President of Full-Service Insurance, a staple in the Franklin community since 1975.
- Nicklaus Design, experience in developing more than 425 golf courses in over 45 countries and 40 states, Nicklaus design creates courses that are both enjoyable and challenging for players, regardless of playing level. Each project is approached with the Nicklaus design philosophy that produces timeless, premium golf courses across the world.
- Nick Flanagan, President and COO of GolfSuites, Inc. with over 30 years of experience in the hospitality industry leading operations for family and casual dining brands such as Cracker Barrel Old Country Store, Bennigan's and Steak and Ale.
- Michael Zylstra, Chief Administrative Officer of GolfSuites, Inc and former General Counsel for Cracker Barrel Old Country Store.
- John Copeland, President, and owner of Superior Golf Concepts, Mr. Copeland has become one of the top golf course builders in the golf industry. Mr. Copeland has traveled the world for the Nicklaus organization holding the positions of design coordinator, design associate, director of field operations Europe and VP of Golden Bear on the construction company Paragon Golf.
- Audubon International, through education, technical assistance, certification, and recognition, AI puts environmentally sustainable management practices in place around the world. AI positively impacts environmental health at multiple geographic scales, from individual properties to entire communities and eco-regions.



CHEEKWOOD GOLF CLUB

BUSINESS PLAN

August 2021

For:

THE CITY OF FRANKLIN, TN

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EXECUTIVE SUMMARY

Cheekwood Golf Club is an existing 30-year-old executive nine-hole golf course without a driving range located less than 3 miles from historic downtown Franklin, Tennessee. Franklin is one of the fastest growing cities in the nation. Franklin saw a population increase of 32.8% from 2010 to 2019, bringing an estimated 2019 population to 83,097.

Due to the population explosion of Franklin, Tennessee, Cheekwood Golf Club has decided to expand its facilities to include a nine-hole Nicklaus Design par three golf course, a seven-hole Nicklaus Design player development course, a driving range with real grass and covered hitting stations that will include state-of-the-art technology for player development and enjoyment, a large undulating putting green, several short game practice areas, and golf fitness. The new facility will focus on providing practice, playing, and competition opportunities for golfers of all abilities and ages.

The new facility will also offer dining in a casual atmosphere featuring a creative menu with a Southern twist. The new facility will have the capabilities to host corporate and community events. The facilities team will be able to assist with the meeting's needs; from menu creation to providing audiovisual capabilities for a detailed presentation. The flexible meeting spaces will be designed to produce a framework for the success of the community or corporate organization.

MISSION

Cheekwood Golf Club is dedicated to providing a golf practice and playing facility that is committed to serving golfers, both advanced and novice. It is our purpose to manage a facility that will help golfers of all levels develop their game and grow the game of golf. Cheekwood Golf Club will strive to make each customer feel that they are important to the business and will give each customer value for their dollar. Cheekwood Golf Club realizes that each employee is an asset to the company and will encourage a team atmosphere that will treat each employee with respect.

COMPANY SUMMARY

Cheekwood Golf Club's expansion will provide a state-of-the-art facility that will accommodate golfers of all levels as well as non-golfers. There will be on-site certified teaching professionals available to give lessons daily. Cheekwood Golf Club will focus on providing practice and playing opportunities to the recreational golfer, the beginning golfer, and the serious competitive golfer. Arrangements will be made with local junior high schools and high schools to use the facility for their golf teams practices and golf curriculums.

COMPANY OWNERSHIP

Cheekwood Golf Club, LP will be owned by a group of private investors in a Limited Partnership. The General Partnerships are Paul Pratt, Jimmy Franks, J. Todd Jester, Thomas H. Pierce, and Jo Dee Prichard.

PRODUCTS AND SERVICES

Game Improvement Driving Range

Cheekwood Golf Club will be staffed with employees and certified golf professionals who are enthusiastic about their chosen sport. Everyone must start somewhere, and lessons given by our golf professionals will be delivered in an enthusiastic manner where the goal is “developing swings that will last for a lifetime of enjoyment”. Our staff will celebrate our players success and encourage them to improve their game in our state of the art year-round indoor/outdoor golf facility.

The climate-controlled hitting stations will be a golf venue that will emphasize growth and development of the game, regardless of skill. The venue is designed to appeal to golf enthusiasts, novice players (including men, women, and juniors), businesses, and multi-generational families who are looking for a fun, family-friendly social atmosphere to gather, play golf, and create lifelong memories in just one to two hours.

The venue will consist of 50 to 70 climate-controlled hitting stations that can accommodate groups of up to 6-8 guests and will be open to an authentic green space that resembles an actual golf course. This will provide a much more realistic golf experience than competitors’ facilities (e.g., TopGolf) and will appeal to avid and moderate golfers alike.

In addition, state-of-the-art augmented reality and optically enhanced radar tracking technology powered by TrackMan. This will allow guests to play with the most accurate ball-tracking system available, just like the best players in the world. With TrackMan, guests will be able to play a full round of virtual golf, on premium courses, while capturing data on swing analysis, ball dispersion and game history -- all without leaving the comfort of their hitting station. Guests will also be able to practice with purpose by repeating specific holes until they can be mastered or play skill games such as Bulls Eye, Hit It, and Capture the Flag that are quick, fun and challenging.

Two Par Three Golf Courses

Our two Nicklaus Designed par three golf courses will offer a firm, but fair test for golfers of all ages and skill levels. Multiple sets of tee markers will allow golfers to choose the length of course that they want to play. These courses will be a great environment for the junior golfer or for someone who may want to work on their short game. Junior golfers will be nurtured and challenged to learn the game, the rules and etiquette as our staff goes about the business of inspiring tomorrow’s champions every day. A competition schedule will be available for all groups including men, ladies, seniors, juniors, and couples.

Large Putting Green

Nicklaus Design will create an almost 2-acre undulating putting green inspired by the famous Himalayas putting green at The Old Course in St. Andrews. The topography of the green will include moguls, plateaus, deep bowls, and elevation changes of as much as 20 feet. In today’s world, a challenging putting course is a compelling replacement for a nine-hole round of golf.

Golf Shop

Our golf shop will offer the latest in equipment technology and fashion apparel in an environment of personalized service.

Community Gathering

Cheekwood Golf Club looks forward to hosting community and special events. This unique destination will offer exceptional facilities in an extraordinary setting. We will invite the community to make memories with their closest friends and family by hosting anniversary celebrations, birthday parties, charity auctions, retirement celebrations, corporate conferences, luncheons, etc. Our team will consist of skilled professionals that will bring dedicated focus and unbridled enthusiasm to every community and social event.

Restaurant

The restaurant will offer contemporary Southern cuisine and beverages in a relaxed dining experience for the entire family. Our service team will strive to source the freshest ingredients available and serve every dish with pride.

Golf Fitness

Embracing a healthy lifestyle is important to our community and the golf fitness center will be available to help achieve their fitness goals. Our knowledgeable staff will make it their mission to support our client's fitness aspirations and help them attain a fitness level that is competitive with their lifestyle and golf playing ability.

MARKET ANALYSIS SUMMARY

The Cheekwood Golf Club expanded facilities will be the only golf complex of its kind in the nation. The entire facility will be focused on golfers at all levels and all ages who want a quality practice and playing experience.

Because of our operating hours beyond work hours, the independency of weather conditions and the golf technology systems, our market segments will vary from dedicated golfers to people who want to learn the game of golf, play golf, observe golf, or simply relax through recreation. Our target groups will include youth (ages 6 to 17), adults, both male and female, who have an interest in either learning the game of golf or improving their game of golf. Another target group will be comprised of junior high schools and high schools who want a facility to practice and expand their golf curriculum.

The retirement, hotel, and apartment communities in Franklin will also be a target market. Retirement living, apartment construction and tourism in Franklin is currently going strong.

Market Segmentation

Our marketing strategy will be based on becoming a viable choice for people looking to play golf and a place to practice every aspect of the game of golf. Our target markets are separated into eight segments:

Golfers

Nicklaus Design expresses that there are three challenges to the growth of the game of golf. Time, expense, and the difficulty of the game are common barriers to the growth of the game at every facility. In the design of the entire facility, we address all three issues with our products and services.

Professionals

An important market segment will be the professionals in the Franklin area. This market segment could include, but not limited to doctors, lawyers, company managers, heads of public organizations, etc.

Businesspeople

This market segment will be those who combine business with leisure. The facility will provide a stress relief where the business entities can enjoy discussing commerce in a comfortable place with their clients and/or colleagues.

General Public

This important market segment will be invited to the facility to learn and play golf, develop public relations, join leagues to play golf, and make memories with their families and friends.

Students

A smaller, but important segment will be the junior high school and high school students that will be invited to participate in golf practice, playing, competitions, and fitness programs.

Youth

A focus will be on this market segment to grow the game of golf and introduce a lifelong skill. In combination with the Tennessee Golf Foundation, we will strive to develop a proper mindset in our young people through the game of golf that will benefit them the rest of their life.

Females

The female golfer is one of the fastest growing golfing market segments in the country. The expanded facility will strive to reduce any intimidation factors as well as creating enjoyment for females learning the game to advanced female golfers.

Others

Tourist and commuters to Franklin will be welcomed at the facility and enjoy the freedom to come and go as their time allows.

Competition

Currently, there are only three accessible to the public golf courses in all of Williamson County, Tennessee, which has a population closely approaching 250,000 people.

1. The Bridge – 18 hole golf facility with driving range
2. The Little Course - nine-hole par three facility with driving range access
3. Cheekwood Golf Club - nine-hole executive golf facility with no driving range

Competitive Edge

Cheekwood Golf Club's competitive edge will be threefold. First, Cheekwood Golf Club's facilities will be the only golf complex of its kind in the southeastern United States and possibly the nation. Second, is the location, scalability, and the overall appearance of the facility that will attract many people into the golf complex. Finally, the third, our facility will be set up to accommodate a higher-level experience of the game of golf and our customer service will be unmatched, while having a variety of food and beverages for our customers.

MARKETING STRATEGY

Our marketing strategy will be based on becoming the preferred choice for golfers of all ages who are looking for a practice and playing facility that focuses on all phases of the game. Our marketing strategy is based on superior service in the following areas:

- Quality facilities
- Quality instruction
- Customer service

Our marketing strategy will create interest and appeal from our target market for what we offer our customers.

SALES STRATEGY

The primary sales strategy includes these factors:

1. A satisfying golf practice and playing experience that provides excellent facilities with outstanding customer service.
2. An on-site staff of certified golf professional to give lessons and individual instructions.
3. Excellent location that is convenient.
4. Build relationships with local businesses.
5. Create a feeling for our customers that they are getting the best possible value for their money.
6. Our sales staff will work diligently to establish a relationship with our customers and strive to create a trust with them so to create return customers.

MANAGEMENT SUMMARY

GolfSuites will be the manager of the day-to-day operations for the covered hitting stations, community gathering events, restaurant, corporate functions, and golf course maintenance.

We are currently in negotiations and talks with the Tennessee Golf Foundation to manage the two par three golf courses, natural grass driving range, all instructional and game improvement platforms, and the junior high and high school development programs.



CHEEKWOOD GOLF CLUB

FINANCIAL PROJECTIONS

August 2021

For:

THE CITY OF FRANKLIN, TN

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Cheekwood Golf Club Financial Projections

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
REVENUE										
Net Revenue	\$ 6,342,495	\$ 6,532,770	\$ 6,728,753	\$ 6,930,616	\$ 7,138,534	\$ 7,352,690	\$ 7,573,271	\$ 7,800,469	\$ 8,034,483	\$ 8,275,518
Total Receipts	\$ 6,354,495	\$ 6,545,130	\$ 6,741,484	\$ 6,943,728	\$ 7,152,040	\$ 7,366,602	\$ 7,587,600	\$ 7,815,228	\$ 8,049,684	\$ 8,291,175
Total Cost of Sales	\$ 961,338	\$ 990,178	\$ 1,019,884	\$ 1,050,480	\$ 1,081,995	\$ 1,114,455	\$ 1,147,888	\$ 1,182,325	\$ 1,217,795	\$ 1,254,328
Gross Profit	\$ 5,381,157	\$ 5,542,592	\$ 5,708,869	\$ 5,880,135	\$ 6,056,540	\$ 6,238,236	\$ 6,425,383	\$ 6,618,144	\$ 6,816,689	\$ 7,021,189
EXPENSE										
Total Payroll Expense	\$ 2,208,139	\$ 2,274,383	\$ 2,342,614	\$ 2,412,893	\$ 2,485,280	\$ 2,559,838	\$ 2,636,633	\$ 2,715,732	\$ 2,797,204	\$ 2,881,120
PRIME COSTS										
Total Operating Expenses	\$ 3,169,477	\$ 3,264,561	\$ 3,362,498	\$ 3,463,373	\$ 3,567,274	\$ 3,674,292	\$ 3,784,521	\$ 3,898,057	\$ 4,014,999	\$ 4,135,449
Total Fixed Operating Expenses	\$ 761,771	\$ 784,624	\$ 808,163	\$ 832,408	\$ 857,380	\$ 883,101	\$ 909,594	\$ 936,882	\$ 964,989	\$ 993,938
	\$ 283,832	\$ 292,347	\$ 301,117	\$ 310,151	\$ 319,455	\$ 329,039	\$ 338,910	\$ 349,078	\$ 359,550	\$ 370,336
GROSS OPERATING PROFIT										
Total Other Expenses	\$ 2,127,415	\$ 2,191,238	\$ 2,256,975	\$ 2,324,684	\$ 2,394,425	\$ 2,466,257	\$ 2,540,245	\$ 2,616,452	\$ 2,694,946	\$ 2,775,794
	\$ 320,400	\$ 330,012	\$ 339,912	\$ 350,110	\$ 360,613	\$ 371,431	\$ 382,574	\$ 394,052	\$ 405,873	\$ 418,049
Net Operating Income (EBITDA)	\$ 1,807,015	\$ 1,861,226	\$ 1,917,062	\$ 1,974,574	\$ 2,033,812	\$ 2,094,826	\$ 2,157,671	\$ 2,222,401	\$ 2,289,073	\$ 2,357,745

Any Forward-Looking Financial Projections contained herein are subject to a number of risks and uncertainties, and actual results may differ materially. You are cautioned not to place undue reliance on the Financial Projections, which speak only as of the date hereof. These Forward-Looking Financial Projections such as those related to projected revenue and profitability levels are only predictions. No assurances can be given that the future results indicated, whether expressed or implied, will be achieved. While sometimes presented with numerical specificity, these Forward-Looking Financial Projections are based upon a variety of assumptions which may not be realized, and which are variable.

Because of the number and range of the assumptions underlying the Forward-Looking Financial Projections, many of which are subject to significant uncertainties and contingencies that are beyond the reasonable control of Cheekwood Golf Club, LP, many of the assumptions inevitably will not materialize and anticipated events and circumstances may occur subsequent to the date of this Financial Model. Consequently, Cheekwood Golf Club, LP and its employees take no responsibility for any of the Forward-Looking Financial Projections or any other information contained within this document, and none of the information contained herein should be regarded as a representation by Cheekwood Golf Club, LP or any of its employees that these estimates and projections will be realized.



CHEEKWOOD GOLF CLUB

SOURCES & USES

August 2021

For:

THE CITY OF FRANKLIN, TN

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Cheekwood Golf Club

Sources and Uses

Vertical Construction	\$ 8,925,000
Horizontal Construction	\$ 4,151,625
Soft Costs	\$ 1,500,000
Subtotal Construction Budget	\$ 14,576,625
Contingency	\$ 1,166,130
Total Budget	\$ 15,742,755
Interest Reserve	\$ 650,000
Land and Partnership purchase	\$ 6,500,000
Total Project Cost	\$ 22,892,755
Investor Capital	\$ 6,500,000
Total Financed	\$ 16,392,755

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REVISED CONCEPTUAL MASTER PLAN





WATERMARK GOLF NATHAN CRACE DESIGN
POST OFFICE BOX 1250 | MAGEE, MS | 39111
PHONE 601-849-0461
watermarkgolf.com | watermarkgolf.co.uk



24 AUGUST 2021



BALL TRAJECTORY AND NETTING STUDY FOR A NEW PROPOSED PRACTICE FACILITY

REGARDING

CHEEKWOOD GOLF FACILITY

FRANKLIN, TENNESSEE



NATHAN CRACE, ASGCA

MEMBER | AMERICAN SOCIETY OF GOLF COURSE ARCHITECTS

MEMBER | ASGCA BOARD OF GOVERNORS



24 August 2021

City of Franklin, TN
Attn: Mr. Vernon Gerth
109 3rd Ave South
Franklin, TN 37064
Dear Mr. Gerth:

The enclosed is the requested report regarding the netting for ball containment at the proposed Cheekwood Golf Facility Driving Range. Data has been supplied by the City of Franklin and the Developer and findings are subject to change if the final design varies from the data previously supplied.

The following key assumptions should be noted and have been used in conducting the ball trajectory study:

- Tee Areas (hitting bays, mats, etc) **must be sloped 1.5 degrees forward** (toward the range floor)
- The **maximum tee height is .75"** (achieved through fixed rubber tees in mats)
- Brand and model of golf ball used is extremely important (the **Srixon 1 pc "limited flight" range ball is recommended**). No premium golf balls (i.e. Titleist ProV).
- Additional assumptions are provided in the drawings (i.e. elevation of the natural grass tee and base elevation of the first floor of the three story hitting bays (final elevations were not indicated on the drawings supplied to our team. Each story of the hitting bays are estimated at fifteen feet each)

Working with Tanner Consulting (the industry leader in netting design for containment of golf practice facilities), the preliminary findings indicate that substantial netting for containment will be required to protect adjacent property and transportation. You will see in the notes of the attached drawing that a wide range of factors are built into this modeling and should be read carefully by all parties. However, no plan is 100% full proof when dealing with human nature. Certain steps will obviously be taken by the owner to discourage "bad behavior" by customers, but based on Tanner Consulting's long history of design for such projects, we feel the preliminary findings are sound and the preliminary design as shown is sufficient given the data we have been supplied.

Based on preliminary modeling (as seen in the attached drawing), the tallest pole heights are +/- 195' above finished grade (at the back of the range near the wetland/creek area). This is dictated by modeling from the third level hitting bays which increase typical height of trajectory some thirty feet (30'). The slope of the netting increased dramatically from the tee area to compensate for wedges and short irons, but it is recommended that the taller poles and netting extend all the way to the end and across the back of the range area to allow for more athletic and lower handicap players who carry the ball further. This is why the back of the netting does not slope down to mirror the ball trajectory modeling—a common misconception. Additional netting was

Also added to protect the natural tee and tee bay areas as well as parking. As you see from Tanner's models, the scope of the netting system is a significant investment; however, there are composite pole options (vs traditional steel poles) and other advances in technology that could help reduce costs.

As mentioned above, there was some conflict with the netting location indicated on drawings from the owner and an apparent wetland or creek area near the back of the range. We adjusted the location of the netting accordingly and moved it toward the tees to stay out of this area, but that does require the height of the net in that area to increase a few feet to accommodate for the change in ball trajectory at this location.

As you can see in the attached plans and models (located in the Appendix of this report), the data has produced an elaborate netting system intended to contain balls in an area with two separate tees (one of which is three stories). The final design meets industry standards while offering the best protection available for typical golf shots and also allows room for guy wires for stabilization of the poles and ease of maintenance (i.e. chain link fencing at the bottom to prevent damaging the netting with maintenance equipment).

Alignment was a key issue. As noted in the plans, the red lines extended from the ends of the two teeing areas indicate the centerline of the range tees from their respective extremities and the orange dotted lines indicate a 17 degree rotational offset center line (where you would typically see a range expanded for mishits where no netting was required. All of this factors into the location of the poles and subsequent height requirements for each pole and the netting as the computer model projects typical ball trajectories along these lines to intercept and contain golf balls from both tees and each of the three levels of the multi-tee hitting bays.

I look forward to hearing from you after you have a chance to review this information with the developer. Thank for again for reaching out to our team regarding this project and we appreciate your working with us to provide the required data to conduct the study. As always, if you have any questions of concerns, do not hesitate to contact me at our office at 601-849-0461 or via email.

Sincerely,

WATERMARK GOLF / NATHAN CRACE DESIGN



Nathan Crace, ASGCA
Principal
Member | ASGCA Board of Governors

Enc.



MEMBER | AMERICAN SOCIETY OF GOLF COURSE ARCHITECTS
MEMBER | ASGCA BOARD OF GOVERNORS



NATHAN CRACE ASGCA

Nathan is a proud member of the American Society of Golf Course Architects. A stringent selection process for membership requires new members to first be nominated by three existing members before beginning a year-long vetting and application process. Nathan's sponsors were former ASGCA past Presidents Bob Cupp, John LaFoy, and Steve Smyers and he was elected as a member on the first ballot. Nathan is a member of the ASGCA Board of Governors and the only ASGCA member in Mississippi or Alabama.

About the ASGCA

Founded in 1946, the American Society of Golf Course Architects (ASGCA) is the oldest professional organization of golf course designers in America. ASGCA architects have designed, renovated and remodeled many of the most famous and storied courses in golf. They are active in current projects not only in the United States and Canada, but also in Europe, Asia and beyond. There are fewer ASGCA members than astronauts.

Talented and Experienced

ASGCA members are amongst the most talented in the profession. They have the vision needed turn potential projects into finished products. Through ASGCA's educational initiatives and special events, shared experiences and understanding provide members with a collective knowledge to lead a project through the various phases of development until completion.

All ASGCA members have completed of a minimum of five major golf course projects and are peer-reviewed by the ASGCA membership. This ensures that all ASGCA members are qualified and well-seasoned in golf course design with a trained eye for both functional and aesthetic excellence. As a result, there are currently less than 200 living members of the ASGCA worldwide and there are fewer ASGCA members than there are astronauts!

Environmentally Responsible

ASGCA is actively involved in promoting environmentally responsible golf course designs. Members construct courses that work in concert with Mother Nature to provide beautiful venues that accommodate player as well as the native wildlife and vegetation. Many of the courses designed by ASGCA members are certified by Audubon International as wildlife sanctuaries.



MEMBER AMERICAN SOCIETY OF GOLF COURSE ARCHITECTS

NATHAN CRACE, ASGCA

PRINCIPAL & GOLF COURSE ARCHITECT

Watermark Golf, LLC/Nathan Crace Design (Watermark) is a golf course architecture and land-planning firm based in south Mississippi. Our principal is Indiana native and award-winning golf course architect Nathan Crace. A member of the American Society of Golf Course Architects (ASGCA), a former affiliate member of the American Society of Landscape Architects, current member of the Golf Writers' Association of America and a published author, Nathan has been designing golf courses professionally for more than 26 years.

Nathan left Indiana at age 18 to enroll in Mississippi State University's PGA of America-sanctioned Professional Golf Management (PGM) program—one of only three such programs worldwide at that time. He took advantage of every opportunity that presented itself (and some he created on his own) to learn about every aspect of the golf industry—the business, the course, and the inner workings of specialized areas such as turf management, design, and the operations of a golf facility as a whole. In his four years at Mississippi State, Nathan was fortunate enough to work at courses such as Old Waverly in West Point, Mississippi (formerly #88 in the U.S. and host of the 1999 Women's U.S. Open) and Big Spring Country Club in Louisville, Kentucky (host of the 1952 PGA Championship) in addition to semiprivate and resort courses elsewhere in the Southeast and along the Gulf Coast. These experiences afforded him a wealth of information as to how different types of golf facilities do—and should—operate successfully. This knowledge would later become invaluable as he began designing courses. He is now able to better relate than most architects as to how the design of a course creates an overall golfing “experience” and how to maximize the owner's budget for construction as well as operations.

After graduating Summa Cum Laude with a Bachelor's Degree in Business Administration with a major in Marketing, a PGM Degree, and an overall GPA of 3.89, Nathan soon found himself working on new designs and renovations including such high-profile projects as the renovation of Ole Miss Golf Club (named the **“#3 Best Renovation among Public Courses in America”** by *Golf Inc Magazine*); the renovation of Bay Breeze Golf Course at Keesler AFB in Biloxi, Mississippi in the wake of Hurricane Katrina; Hattiesburg Country Club in Hattiesburg, Mississippi (former host of the PGA Tour's Magnolia Classic) rated the **“#4 Overall Course in Mississippi”** by *Golf Digest*; the design and residential master planning of Copper Mill Golf Club in Zachary, Louisiana (a semi-private club which was named in January of 2005 as *Golf Digest's* **“Best New Affordable Public Golf Course in America for 2004”** and in May of 2005 as the publication's **“#2 Course Overall in Louisiana”**); numerous short game facilities for Division I golf programs and Annandale Golf Club (former home of the PGA Tour's True South Classic); as well as many other projects for private investors as well as municipalities, counties, and other public entities—including the United States Air Force. In 2017, he won a **“Design Excellence Award”** for his environmentally-sensitive design of the USM short game facility at Hattiesburg CC and followed that up in 2019 with an **“Environmental Excellence Award”** for his total renovation of The Refuge, a daily fee golf course in Flowood, Mississippi that will re-opened in 2021 as part of a new \$50 million resort hotel complex as well as a second **“Environmental Excellence Award”** in 2020 for his lake bank restoration for the City of Alexandria's Links on the Bayou GC

Education:

Mississippi State University; *Starkville, Mississippi*

Professional Golf Management Graduate

Bachelor's Degree in Business Administration - *Summa Cum Laude*

Major in Marketing, College of Business & Industry

Professional Affiliations & Honors:

Golf Inc's Runner-Up “Best Renovation in America” among public courses 2021 for The Refuge; *Flowood, Mississippi*

Golf Digest's “Best New Affordable Public Course in America – 2004” for Copper Mill Golf Club; *Zachary, Louisiana*

Golf Inc Magazine's “#3 Best Renovation Among Public Courses in America – 2008” for Ole Miss Golf Club; *Oxford, MS*

“Environmental Excellence Award – 2019” for the renovation of The Refuge; *Flowood, MS*

ASGCA's “Design Excellence Award” for the USM Short Game Practice Facility at Hattiesburg CC; *Hattiesburg, MS*

Golf Digest's “#2 Course Overall in Louisiana – 2005” for Copper Mill Golf Club; *Zachary, Louisiana*

Golf Digest's “#4 Course Overall in Mississippi – 2007” for Hattiesburg Country Club; *Hattiesburg, Mississippi*

Member - American Society of Golf Course Architects (ASGCA)

Member – ASGCA Board of Governors

Member - Golf Writers' Association of America (GWAA)

Member - National Golf Foundation (*corporate member*)

Member - Mississippi Turfgrass Association (*corporate member*)

Past Member - American Association of Landscape Architects (*affiliate*)

Past Member - USGA/LPGA Mary Ann Edge Girls Golf School advisory board

Past Member - Hinds Community College Golf Industry advisory board

Graduated *Summa Cum Laude* from Mississippi State University

TANNER CONSULTING GROUP

Tanner Consulting Group has the extensive experience and excellent technical background needed for our Golf Ball Trajectory Study and necessary plan for the driving range site. Their expertise covers all aspects of ball containment systems including planning, budgeting, and design. They pride themselves on being able to offer innovative designs and safety solutions.

TCG offers a well-coordinated project from start to finish. Their designs will be done in AutoCAD to provide you with the most accurate plans available. Site information will be compiled using the most current topographic site plan and other data. Additionally, all of TGC's work is done in strict accordance with the Uniform Plumbing Codes, National Electrical Codes, Municipal Codes and Ordinances, and State and County Health Codes.

TCG *Tanner Consulting Group* **Innovative Design Services**

Trajectory Studies and Design Solutions

Tanner Consulting Group has been providing solutions for clients for more than 30 years.

Our State-of-the-Art research and designs have been utilized by leaders throughout the sports industry.

- **Golf Ball Trajectory Studies and Design**
- **Baseball and Softball Trajectory Studies and Design**

Please Contact us for helpful solutions for your ball containment needs.

Dave Tanner

Phone: (209) 772-2233 Fax: (209) 772-2230

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APPENDIX

SITE PLAN

PARKING

TEE

PARKING

SEVEN HOLES PLAYER DEVELOPMENT GOLF COURSE

SHEET NAME

N-1

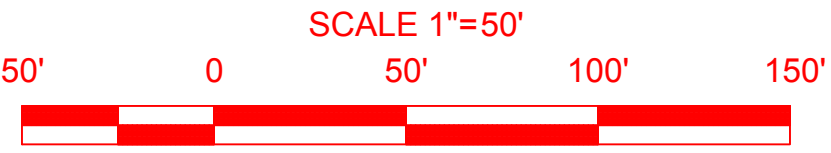
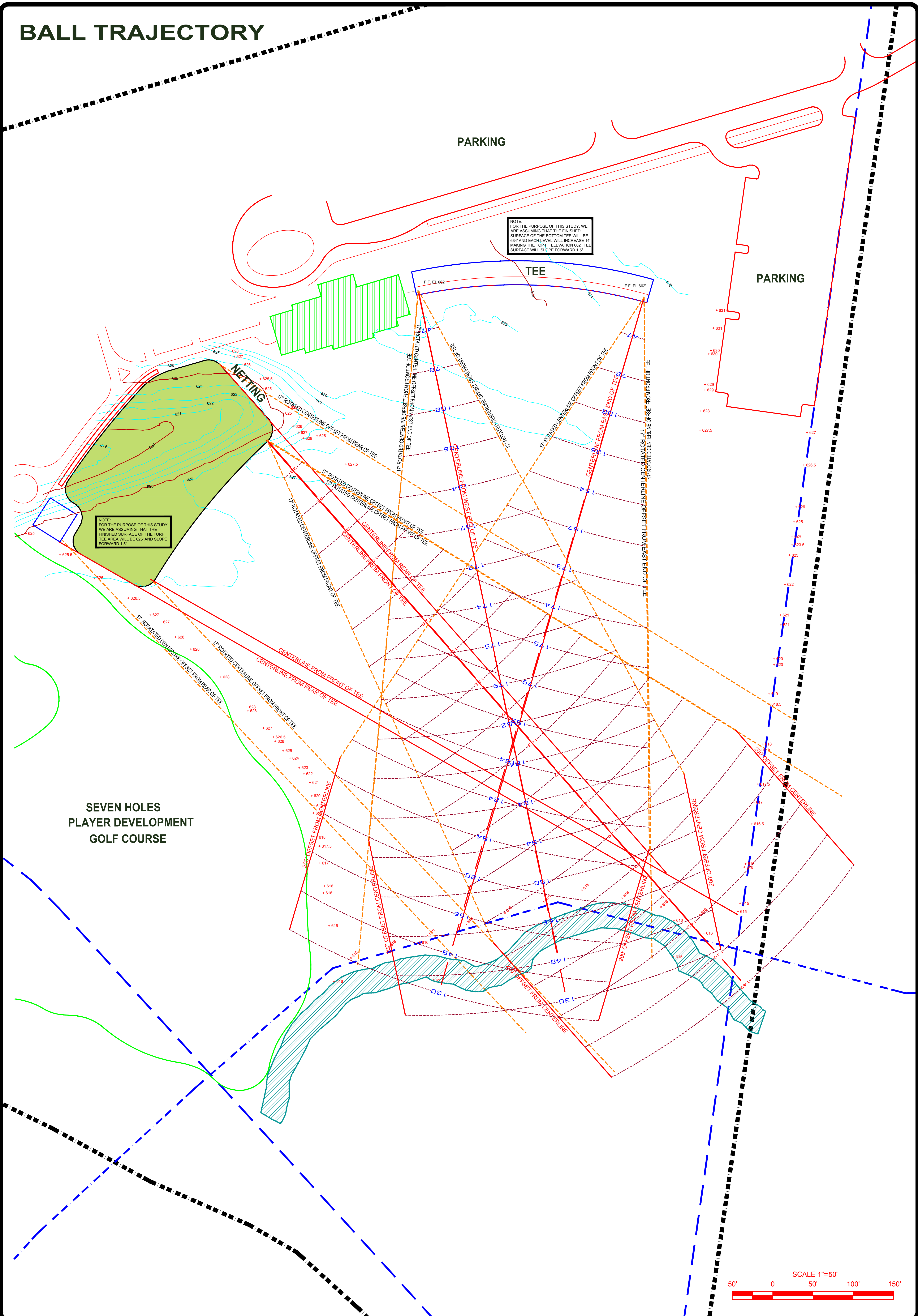
CHEEKWOOD GOLF COURSE
DRIVING RANGE
285 SPENCER CREEK ROAD
FRANKLIN, TN 37069

SITE PLAN

TANNER
CONSULTING GROUP

603 Stanford Ct. Valley Springs, CA 95252
Ph (209)772-2233 Fax (209)772-2230
e-mail: tannerconsulting@aol.com website: www.tannerconsulting.com

BALL TRAJECTORY



SHEET NAME		DRAWN DT	CHECKED	DATE August 23, 2021			
N-2							
SCALE 1" = 50'							
JOB No.							

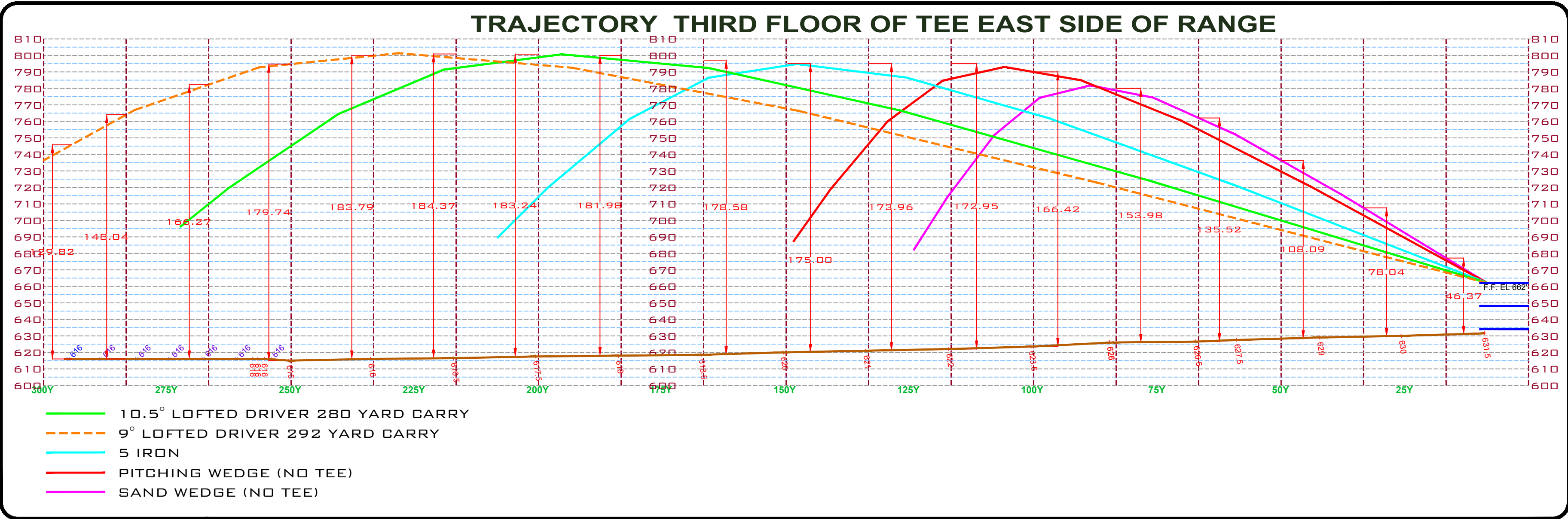
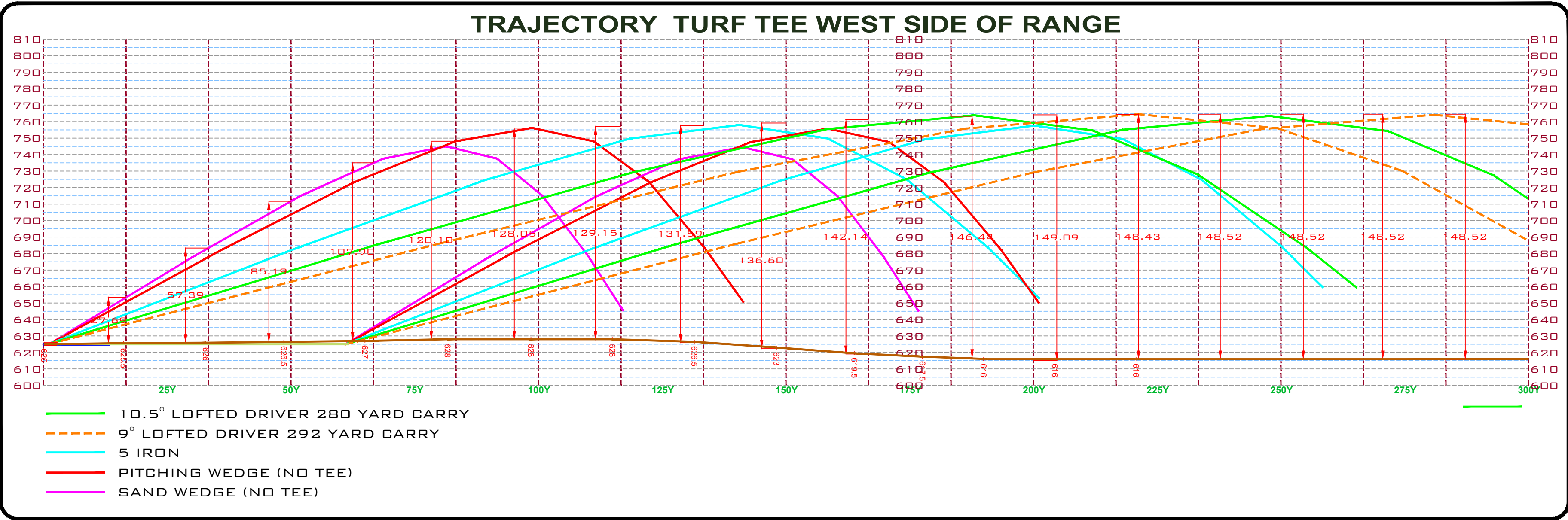
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BALL TRAJECTORY



DESIGN TRAJECTORY

The USGA tests golf equipment to determine if it conforms to certain specifications relating to the speed with which golf ball leaves the face of a driver. Their testing equipment uses a club head speed of 108 MPH. However, it is important to note it is possible for a person to swing with faster speeds (for example, Professional Golf level driver swing speed has been measured 130+ MPH). This trajectory design uses a swing speed for the Driver of 120 MPH in an effort to model a swing by a strong male golfer to achieve a 292.5 yard carry using a Super Range Ball.

For the purpose of this study, this illustration prepared by Tanner Consulting Group depicts the path of a Super Range Ball hit with a 9 degree lofted driver. Additionally, it assumes the ball was struck in the middle of the club face that was square to a correct alignment at impact. There is no guarantee that a golfer will be proficient enough to mimic the exact swing conditions to generate this ideal result. If a golf ball is struck with less power and/or accuracy than modeled above, the flight will not be nearly as straight or as far as shown. In addition, it is quite possible that a golfer can exceed the swing speed modeled in this ball trajectory. This can happen when a golfer uses a higher lofted club and/or a taller tee. These factors can increase the height and distance of the ball flight.

Also, if a golfer maliciously or purposely attempts to exceed the netting height, they may exceed the height of the netting and balls will exit the facility. Golfers must be responsible for using the facility as it is intended and in a safe and responsible manner. Site management should provide proper supervision and marshaling.

The equipment mentioned is specific. New technology is constantly improving golf equipment and with that fact, players will have an increased ability to hit the ball further and higher. For this reason, Tanner Consulting Group recommends that the facility has structural engineering allowing for increasing the peak heights of the netting system if needed in the future. A minimum recommendation to consider would be the ability to increase the peak height and netting to 105'.

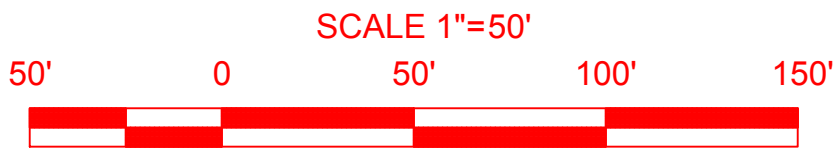
Tanner Consulting Group Disclaimer: Given the unlimited number of variables in the sport of golf, there is no way to guarantee 100% containment of golf balls with any netting installation. The design provided will help to reduce wayward golf shots from exiting the property and is consistent with other netting designs utilized in the golf industry.

Tanner Consulting Group is not responsible for golf balls that ricochet off poles, equipment or any other object on or near the facility.

EQUIPMENT LEGEND

Golf Club Driver: CALLAWAY EPIC FLASH 9 DEGREES
STANDARD LENGTH SHAFTS REGULAR FLEX
Golf Ball: SPALDING SUPER RANGE BALL

FOR THE PURPOSE OF THIS STUDY, OUR ILLUSTRATIONS SHOW THE BALL HEIGHT AND DISTANCE HIT BY A SPECIFIC CLUB, BALL AND SWING SPEED. THESE ARE GOLF SHOTS THAT ARE HIT STRAIGHT AND CORRECT. THERE IS NO GUARANTY THAT A GOLFER WILL HIT AT THIS SAME SPEED OR ANGLE. IF A GOLF SHOT IS MIS-HIT IT WILL USUALLY NOT TRAVEL AS FAR OR STRAIGHT. FOR THIS REASON, OUR STUDY REFLECTS WHAT WE DETERMINE TO BE "A WORSE CASE SCENARIO." THE GOLF CLUB WAS SELECTED BY POPULARITY.



BALL TRAJECTORY

CHEEKWOOD GOLF COURSE
DRIVING RANGE
285 SPENCER CREEK ROAD
FRANKLIN, TN 37069

DRAWN
DT
CHECKED

DATE
August 23, 2021

SCALE
1" = 50'

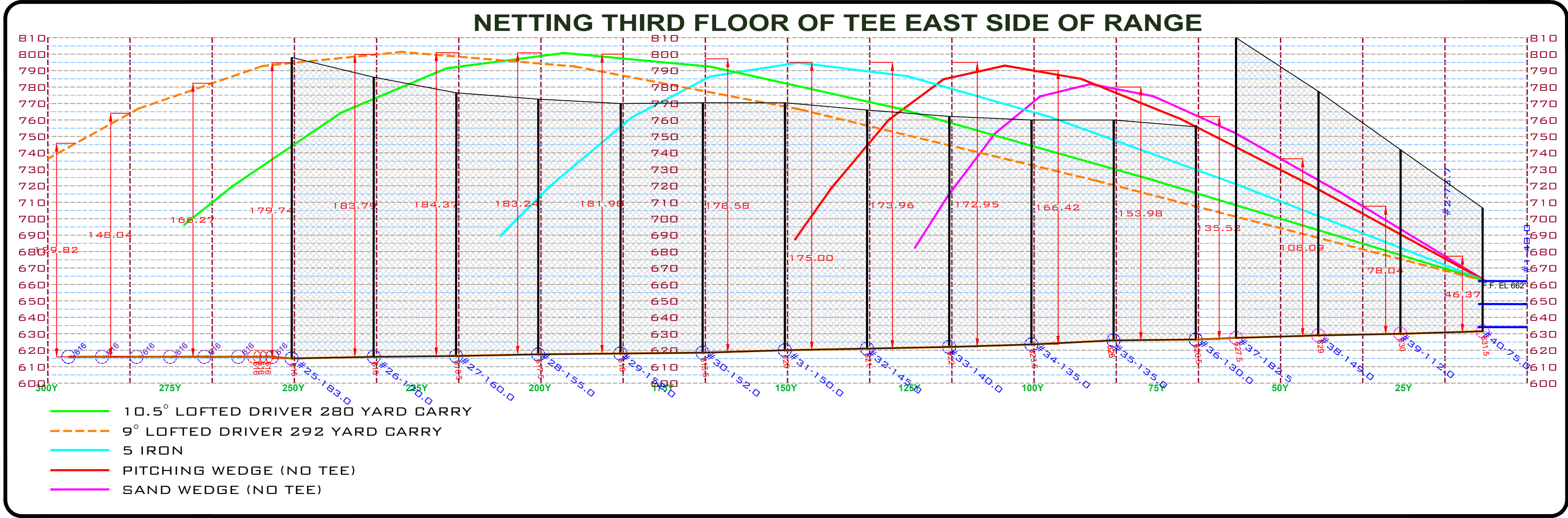
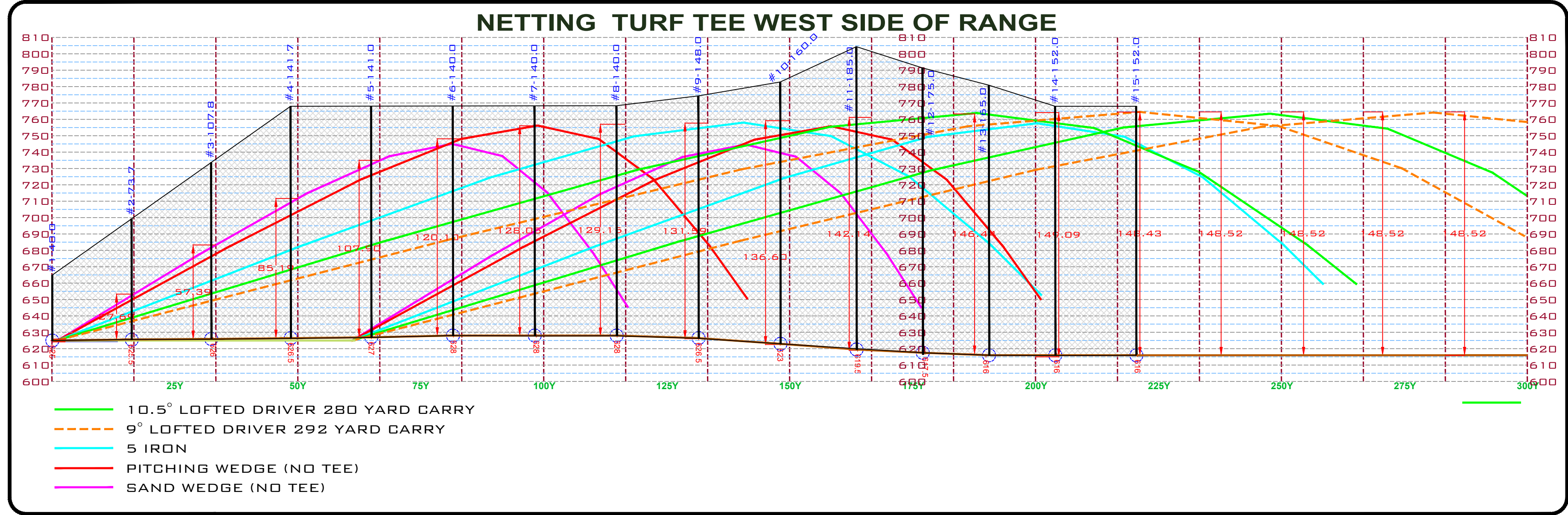
JOB No.

SHEET NAME
N-3

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NETTING PLAN



DESIGN TRAJECTORY

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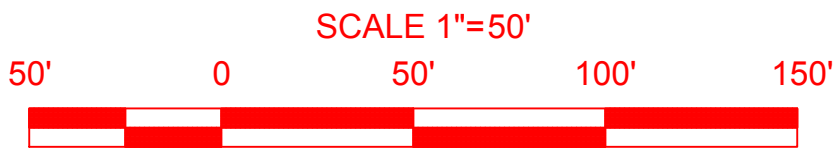
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NETTING PLAN

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DRIVING RANGE
285 SPENCER CREEK ROAD
FRANKLIN, TN 37069

DRAWN
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DATE
August 23, 2021

SCALE
1" = 50'

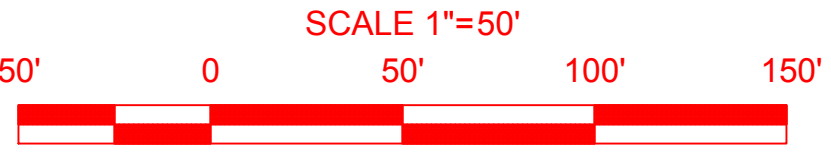
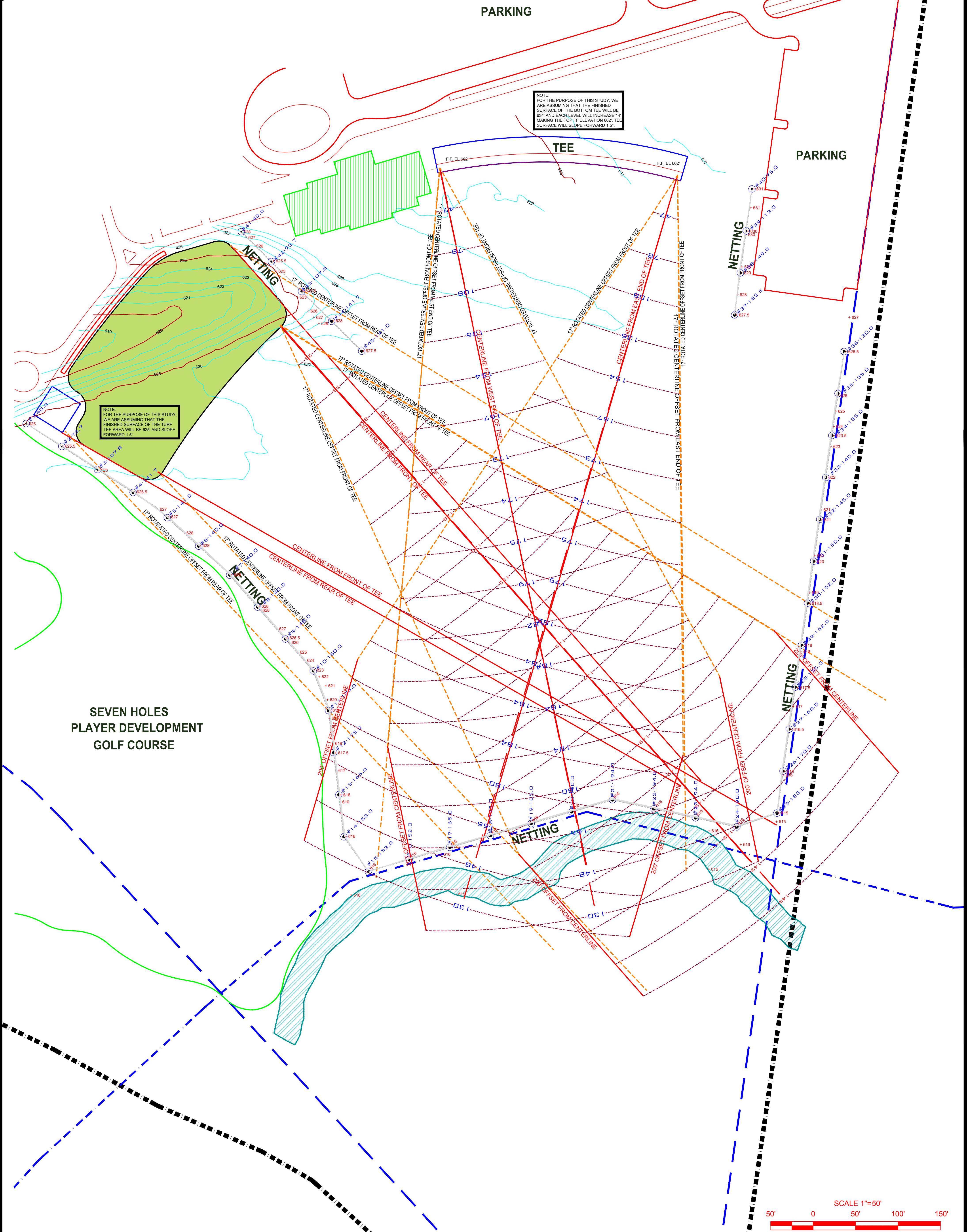
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SHEET NAME
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NETTING PLAN

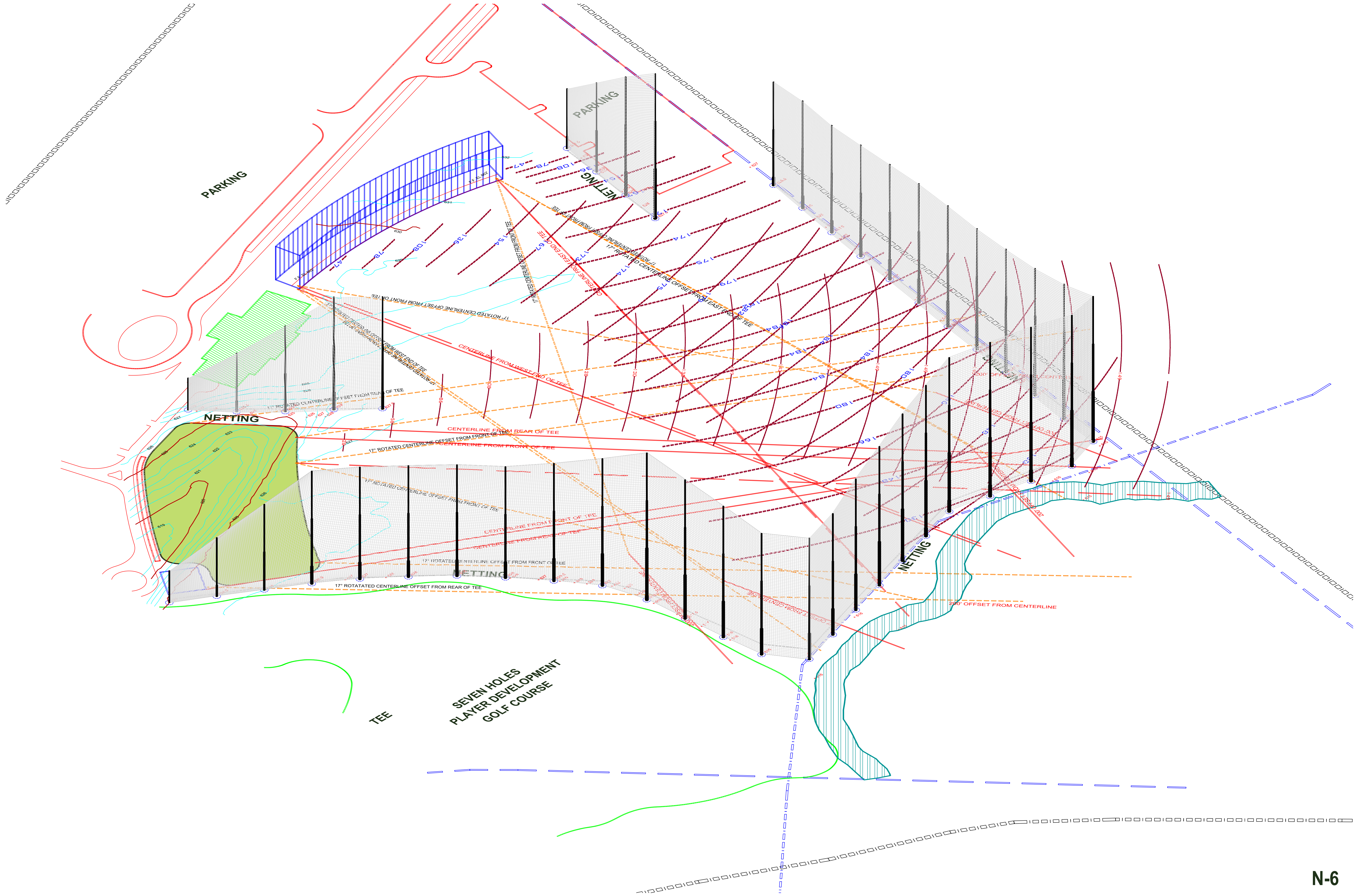


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	DATE
	August 23, 2021
	SCALE
	1" = 50'
	JOB NO.

CHEEKWOOD GOLF COURSE	NETTING PLAN
DRIVING RANGE	
285 SPENCER CREEK ROAD	
FRANKLIN, TN 37069	

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CHEEKWOOD GOLF CLUB EXPANSION
PROPOSED PRELIMINARY SITE LAYOUT
FRANKLIN, TENNESSEE

DESIGN, PLANNING, & ENGINEERING TEAM:

906 STUDIO
ARCHITECTS

GDC
gamble design collaborative

TGF
1990
TNGOLF
FOUNDATION

CEC
Civil & Environmental
Consultants, Inc.

SEPTEMBER 10, 2021

REVISIONS:
PRELIMINARY
NOT FOR
CONSTRUCTION
PLAN SHALL NOT BE
MODIFIED

CHEEKWOOD
SOUTH

SHEET:

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

A lease agreement cannot be recommended at this time. For the following reasons, I cannot recommend proceeding with this lease:

- **There is no recommended lease agreement proposal.** In the summer of 2017, the Board of Mayor and Aldermen directed the City Administrator to negotiate a lease agreement for a golf course expansion on a 54-acre parcel of land owned by the City's Water Management Utility. Over the past four years, much has changed including: 1) due to site conditions and the "economics", the nature of the plan changed from a proposed continuation of the existing golf course across the street with a modest new one-story club house to a golf operation with a significant entertainment and bar component; 2) The City successfully acted to amend its Charter to accommodate a lease agreement of upto 50 years as requested by the Cheekwood team. While City staff have discussed terms with the Cheekwood team multiple times, we are not at a point where an agreement can be recommended to the Board. In addition, the Cheekwood team continues to propose a lease amount of \$70,000 per year for the use of the property with some allowance for inflation. This amount was included in the proposal submitted four years ago when the proposal was based on a traditional golf course with a modest one-story club house and has not been updated or validated recently. Fundamentally, the Board needs to indicate if they are in favor of a golf training and entertainment venue of this type and scale on the City's property. Attached are two working versions of the lease agreement (a "City" version and a Cheekwood version). In both attachments, areas where the City and Cheekwood are not in agreement are highlighted.
- **Requested information and commitments are still outstanding.** For several months, the City has sought additional information from Cheekwood to understand the nature and viability of the proposal. The Cheekwood team has met some of these requests by providing an agreement with Nicklaus Golf, and a document that provides a high-level business plan, financial projections, and a "source and uses" summary for the project construction. Requested information that has not been received includes financial statements for Cheekwood Golf Club, LLC, financial statements/commitments of investors (not personal financial information), and communication from the Tennessee Golf Foundation related to their participation in the Cheekwood project. It is not recommended that the City enter into a 50-year agreement without a sufficient understanding of the Cheekwood team's viability and ability to deliver either the current concept or the proposed 2017 project.
- **The scope and nature of the project has changed.** The proposal accepted by the Board of Mayor and Aldermen in 2017 has been altered significantly. The 2017 proposal accepted by BOMA (attached) showed an expansion of the current "executive" 9-hole golf course to a full regulation-sized golf course with three holes located on the City's property along with a small clubhouse, parking, and a ground-level driving range/practice facility. The current proposal (attached) includes a par-3 9-hole golf course, a significantly larger clubhouse attached to a three-story driving range with artificial turf, a training/teaching area, and a large putting surface. The driving range facility with over 70 hitting bays would adjoin a food and bar area

with service directly to the hitting bays. The Cheekwood team has indicated that the food and beverage (specifically the sale of alcohol) components with operations well into the evening hours are essential to making the business viable. Given the significant change in the plan, it is recommended that the Board revisit whether this is the type of operation that is desirable at this location on City property. Simply stated, this is not the plan the Board selected three years ago. As a result, the Board may want to consider other options for the use of this property or even consider a new process seeking proposals for the use of the property (including the Cheekwood proposal).

- **The size and scale of this project raises concerns regarding the compatibility of this land use for this area.** As referenced above, the size, scope and nature of the golf training and entertainment complex has changed significantly over the years. The intensity of the use, especially the three-story driving range, raises concerns. Attached is a golf ball trajectory analysis conducted by a third party (an expert independently identified by both the City and the Cheekwood team) that shows that significant netting will be required to keep golf balls on the property. Based on the modeling by the consultant, a 3-D plan was developed that includes approximately 2,100 lineal feet of netting mounted to 45 poles spaced about 50 feet apart. The plan shows the poles and netting of varying heights along the east, south, and west sides of the practice and driving range facility, reaching heights of 183 feet on the east, 194 feet on the south, and 185 feet on the west sides. As a point of comparison, the tallest buildings in Franklin, the Nissan Headquarters and the Franklin Park towers, are 10 stories high and reach a height of approximately 145 feet. The massive scale of this netting is a significant concern in my judgment and not compatible with the surrounding area, which includes a City park (Harlinsdale), a church and residential neighborhoods.
- **The complexity and difficulty of the project.** It has taken over four years and multiple versions of the "Cheekwood plan" to reach this stage and the City and Cheekwood are yet to reach agreement. In my judgment, this indicates that the proposal and this partnership may not be the right "fit" for the City and its property. The Board could explore other options for the use of the property, including maintaining it as open space. It could explore sale of the property, but would need to identify a "public benefit" for the use/sale.

September 14, 2021

Mr. Eric Stuckey, City Administrator
City Hall
109 3rd Avenue South
Franklin, TN 37064

Dear Mr. Stuckey:

The Tennessee Golf Foundation has been asked to provide a summary of the current relationship between the Tennessee Golf Foundation and the Cheekwood Golf Course expansion project.

The Tennessee Golf Foundation was approached in October 2020 by Cheekwood to discuss how the TGF might participate in the Cheekwood expansion project in the areas of golf instruction, player development and junior golf programming.

The TGF participated in several project design meetings to review and provide input regarding programming and space needs for the turf practice tee, short game areas and the player development holes.

The TGF also provided input regarding components of the proposed golf instruction / performance center and related support facilities.

While the TGF has not entered into a definitive agreement with Cheekwood regarding its ongoing role and involvement in the project, the TGF is prepared to continue to provide input and feedback to the project with respect to golf instruction, player development and junior golf programs. Should the project gain approval and be completed, the TGF is prepared to work toward the development of an ongoing role in the delivery of golf instruction, player development and junior golf programs based at the facility.

I hope this provides a better understanding of our current relationship to the project and please don't hesitate to contact me if I can provide any further clarification.

Best regards,



Whit Turnbow

President
Tennessee Golf Foundation
400 Franklin Road
Franklin, Tennessee 37069
wturnbow@tngolf.org

906

Date: September 13, 2021
To: Todd Jester, President Jester Design
From: Brandon Priddy, Sr. Project Manager at 906 Studio Architects

Project Memorandum

RE: Preliminary Design Meetings with the Golf Foundation of Tennessee

Beginning in fall of 2020, representatives of 906 Studio Architects began to have a variety of meetings with members of the Tennessee Golf Foundation (TGF) regarding the planning and design of future facilities which would be part of a larger golf complex being developed in Franklin, Tennessee.

The subject of these meetings was the programming of and development of a preliminary design for many pieces which could potentially fit into a larger golf facility being planned for along Mack Hatcher Parkway in Franklin. These components included:

- Tennessee Golf Hall of Fame
- Tennessee Golf Foundation and offices and practice facilities
- Tennessee Golf Association offices
- Tennessee Professional Golf Association offices

The 906 team was comprised of founding partner Mike Hathaway and senior project manager Brandon Priddy. Representatives for the TGF were Scott Flynn, the Director of Golf Operations and Whit Turnbow, President.

The team met to discuss initial programming on October 30th and November 17th of 2020. The focus of this discussion was the programming of spaces, optimal sizes of each area and the most functional configuration. The 906 design team took this information and returned with a preliminary plan layout on December 8th of the same year which they reviewed with Mr. Flynn and Mr. Turnbow. 906 then took feedback from that meeting and incorporated it into a second iteration which was presented on January 20 of 2021. There was also an additional meeting on February 24, 2021 where design was further discussed and refined.

Based on these conversations the 906 team created a conceptual design computer model including building sizes which became the basis for a series of animations and renderings which were presented to both the city and the public in June and July of 2021. This design was also presented to Mr. Turnbow and Mr. Flynn at the 906 offices on June 29, 2021.

The 906 team has enjoyed working with Mr. Flynn and Turnbow on this exciting project and we are excited to continue design to help develop the vision for this new "Home of Golf in Tennessee."



Brandon Priddy, AIA
Senior Project Manager
906 Studio Architects