



Meeting Agenda

Work Session

Tuesday, November 9, 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 before noon on the day of the meeting. Comments will be submitted for the record.

WORK SESSION DISCUSSION ITEMS

1. Consideration of Event Permit For Christmas Parade Sponsored By The Kiwanis Club Of Franklin On December 4, 2021 In Downtown Franklin.

Sponsors: Milissa Reiersen, Monique McCullough
2. Consideration Of Event Permit For Dickens Of A Christmas Sponsored By The Heritage Foundation On December 11 - 12, 2021 In Downtown Franklin.

Sponsors: Milissa Reiersen, Monique McCullough
3. *Consideration of Ordinance 2021-44, An Ordinance To Rezone 12.0 Acres From R-1 District To Planned (PD 0.92) District For The Property Located North Of Boyd Mill Avenue And West Of Glass Lane, At 600 Boyd Mill Avenue (Historic Magnolia Hall PUD Subdivision).
FMPC 10/28/21, 8-0

Sponsors: Emily Wright, Amy Diaz-Barriga, Joseph Bryan
4. Consideration Of Resolution 2021-151, A Resolution Approving A Development Plan For Historic Magnolia Hall PUD Subdivision, With 5 Modifications Of Development Standards (Sidewalks, Retaining Walls), For The Property Located North Of Boyd Mill Avenue And West Of Glass Lane, At 600 Boyd Mill Avenue; Establishing A Public Hearing For December 14, 2021.
FMPC 10/28/21, 8-0
MOS 1, 8-0 Approve
MOS 2, 8-0 Approve
MOS 3, 8-0 Approve
MOS 4, 8-0 Approve
MOS 5, 8-0 Approve

Sponsors: Emily Wright, Amy Diaz-Barriga, Joseph Bryan
5. Consideration Of COF Contract No. 2021-0229, Parkland Impact Fee (Payment Of Fees Only) Agreement For Magnolia Hall Between The City Of Franklin And D9 Development, LLC.

Sponsors: Lisa Clayton

6. *Consideration Of Ordinance 2021-46, An Ordinance To Rezone 6.87 Acres From Regional Commerce 6 (RC6) District To Planned (PD 39.44/8,595) District, For The Property Located North Of Cool Springs Boulevard And East Of Mack Hatcher Parkway, At 151 Cool Springs Boulevard (Haven At Cool Springs PUD Subdivision).
FMPC 10/28/21, 8-0
Sponsors: Emily Wright, Amy Diaz-Barriga, Joseph Bryan
7. Consideration Of Resolution 2021-154, A Resolution Approving A Development Plan For Haven At Cool Springs PUD Subdivision, For The Property Located North Of Cool Springs Boulevard And East Of Mack Hatcher Parkway, Located At 151 Cool Springs Boulevard; Establishing A Public Hearing For December 14, 2021.
FMPC 10/28/21, 8-0
Sponsors: Emily Wright, Amy Diaz-Barriga, Joseph Bryan
8. Consideration Of COF Contract No. 2021-0270, Parkland Impact Fee and Construction Agreement Between The City Of Franklin And Haven At Cool Springs, LLC.
Sponsors: Lisa Clayton
9. *Consideration Of COF Contract No. 2021-0283, A Professional Services Agreement With Lose Design For Design Services For The Liberty Park Expansion (2023) In The Lump Sum Amount Of \$359,000.
Sponsors: Lisa Clayton, Paul Holzen, Jonathan Marston, Shahad Abdulrahman
10. *Consideration Of Amendment No. 7 To TDOT Agreement No. 110291 (COF Contract No. 2011-0129) For The Franklin ITS Extension (PIN 116144.00) And The Adaptive Signal Control Technology (PIN 116144.01) Projects.
Sponsors: Paul Holzen, Jonathan Marston, Adam Moser
11. *Consideration To Grant Water Availability For 1200 Old Hillsboro Road (Map 027, Parcel 00500).
Sponsors: Michelle Hatcher, Scott Andrews
12. *Consideration Of Change Order 2 To COF Contract No. 2018-0226 With BLD Services For Cured In Place Pipe Lining In An Amount Not To Exceed \$479,300.
Sponsors: Michelle Hatcher, Patricia McNeese
13. Consideration Of COF Contract No. 2020-0190, A Road Impact Fee Reimbursement Agreement With Simmons Ridge LLC.
Sponsors: Paul Holzen, Jimmy Wiseman
14. Consideration Of Procurement Award To Monitoring & Management Services, LLC Of Franklin, Tennessee In The Total Estimated Annual Amount Of \$84,420 For Sanitary Sewer Pretreatment Program Support Services (Including Fats, Oils & Grease (FOG) Program Support) Over Three-Year Initial Term Of Award For The Water Management Department (Purchasing Office Procurement Solicitation No. 2022-006; Contract No. 2021-0301).
Sponsors: Michelle Hatcher
15. Discussion Of Williamson County Growth Plan Update.
WS 5/11/21; 8/12/21; 10/12/21

Sponsors: Emily Wright, Andrew Orr

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 #: 21-02506

DATE: October 15, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Communications Manager
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration of Event Permit For Christmas Parade Sponsored By The Kiwanis Club Of Franklin On December 4, 2021 In Downtown Franklin.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning recommendations for the annual Kiwanis Christmas Parade.

BACKGROUND/STAFF COMMENTS:

The Kiwanis Club has submitted an application for their Annual Christmas Parade. Estimated attendance is 10,000. The parade begins at 2 p.m. on Saturday, December 4th

FINANCIAL IMPACT:

The City partners with the Kiwanis Club on this event in providing for overtime costs for City Staff. The Kiwanis Club pay for police officers for the event.

RECOMMENDATION:

Staff recommends approval with the following conditions:

- Applicant will provide a \$1,000 damage deposit to City prior to event.
- Applicant must notify affected neighborhoods of the event and street closures

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured.
- Any accidents or injuries occurring during the event should be reported to City representatives immediately.

- Event organizers will notify all participants that, for safety reasons, candy cannot be thrown from floats.

Streets Department:

- Department will put out Message Boards several days prior to event to notify motorists of closures.
- Department will put out bike barricades along Main Street for crowd control
- Department will provide clean-up crew for after the event.

Police Department:

- Applicant will hire the recommended number of extra-duty Franklin Police Officers to provide security and traffic control for the event.

Sanitation and Environmental Services Department:

- Department will provide rollout containers along the parade route
- Applicant will provide volunteers to do clean-up after the event

Parks Department:

- Applicant will work with Department to determine locations and rules/regulations for staging areas at Jim Warren Park.

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.



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:

- Parade/March

- Name/purpose of event:** 2021 Franklin Kiwanis Christmas Parade
- Location Requested:** *(if Temporary Street Closure, list major roads to be closed):*
Varies by street as the parade progresses
Map on file with the city
- Date or dates of event:** 12/04/2021
- Start/End Times of Event:**
Parade begins at 2:00 p.m. and ends at 4:00 p.m.
We are planning to adjust the start time to coincide with a flyover downtown at 2:00 p.m.
Parade may begin moving from Jim Warner Park at 1:30 which will impact road closures

Staging in Jim Warner Park and surrounding areas begins at 10:00 a.m.

Parade participants return to the park at the end of the parade; park is cleaned and empty by 5:00 p.m.

What date/time will set-up begin? 12/4/2021 9:00 AM

What date/time will tear-down be complete? 12/4/2021 5:00 PM

**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*

- Time of Street Closure** *(if applicable):*
Varies by street
Plans is coordinated with the Franklin Police Department
- An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 15,000 Event Staff/Volunteers: 50 Total: 15,050

7. **Name of applicant and Organization Requesting Permit:**

Marta Eynatten - Kiwanis Club of Historic Downtown Franklin

a) Address: 1033 Rural Plains Circle
Franklin, TN 37064

b) Phone: 309-261-3500

c) Cell:

d) Fax:

e) E-mail address: martaeyn@comcast.net

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

The Franklin Kiwanis Club hosts the annual Franklin Kiwanis Christmas Parade on the first Saturday of December. The parade is an opportunity for school groups, civic organizations, social service agencies and businesses to spread Christmas cheer to the citizens of Franklin and surrounding communities. It is also the official arrival of Santa Claus to Franklin.

Detailed event map is on file with the city and updated with the assistance of the city.

Requesting parking restrictions on both sides of Main Street and around city square during the parade.

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: [Parade map on file with the city.docx](#)

10. **Person in charge on day of event:** Marta Eynatten

Cell: 309-261-3500

E-mail address: martaeyn@comcast.net

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

Name: Tim Jones

Cell: 615-310-0210

E-mail address: sjones@comcast.net

Name: Dennis Jackson

Cell: 615-336-7094

E-mail address: dennisj@worxsolution.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: [Administrative List.docx](#)

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: [Kiwanis tax letter page 2.webarchive](#)

16. **Will you charge an admission fee?** No

Average admission fee:

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

Average vendor participaion fee? 100

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? Kiwanis Club of Historic Downtown Franklin

What percentage of funds will they receive? 100%

21. **Will parking in the area of the event need to be restricted or prohibited?** Yes

22. **Will any sound amplification equipment be used during the event?** Yes

23. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.**

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

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

Insurance Certificate:

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

No vendors

We request that any vendors who appear at the event selling items (ie., balloons, trinkets, etc.) be asked to stop by the police on patrol downtown

25. **Will food, beverages, or merchandise be sold or given away?** No

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:

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.

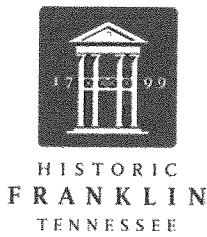
29. **Will your event include tents or other temporary structures, propane use, or open flames?** No

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 for parade.docx](#)

Good Nieghbor Letter Mailing List: [List currently being created.docx](#)



Rules and Regulations

Please Read All Attachments Before Signing Application.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.
- 4) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.
- 5) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.
- 6) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 7) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 8) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.
- 9) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 10) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY: Marta Chatter, Past President Date: Aug 7, 2021
(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

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

Event 2021 Franklin Kiwanis Christmas
Name: Parade

Signature: _____



FORM 1

Buildings, Structures, & Power Sources

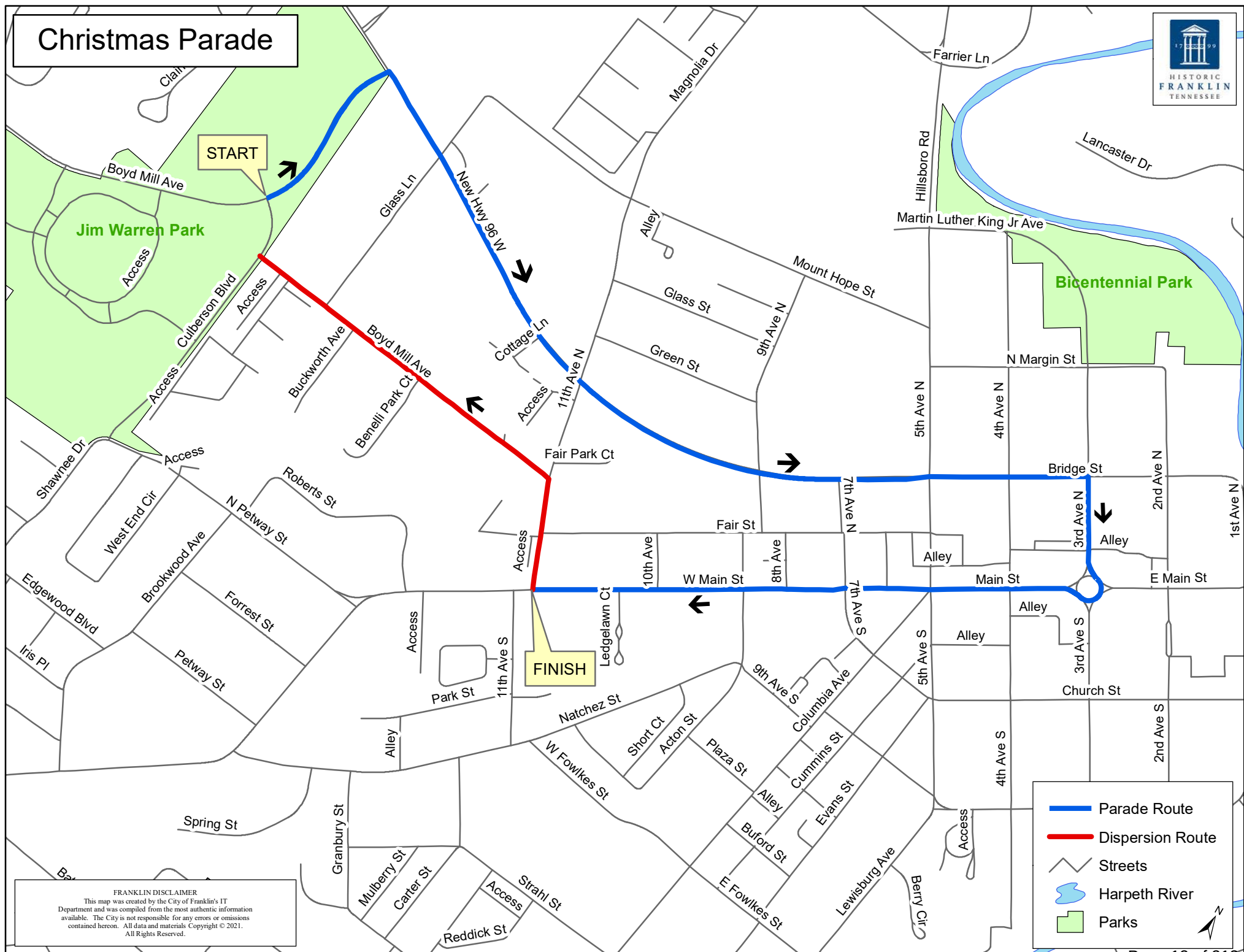
If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

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

All Permit applications are subject to permit fees.

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

Christmas Parade



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.



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: Marta Eynatten - Kiwanis Club of Historic Downtown Franklin

Event Name: 2021 Franklin Kiwanis Christmas Parade

Event Date(s): 12/04/2021

1. **Time amplification equipment will be used:** From: 1:30 AM To: 4:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). Provide map/layout if necessary.:
All along the parade route to and from Jim Warner Park

Sound Amplification Map: [Parade map on file with the city.docx](#)

3. **For what purpose will sound amplification be used?** Please list all that apply:
 - Band/Singers
4. **Type of Amplifier:**
 - Mobile

5.

Number of Amplifiers: 0	Number of Speakers: 0	Number of Performers: 1000 marching band members
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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: Dennis Jackson

Cell: 615-336-7094

E-Mail: dennisj@worxsolution.com

Name: 615-310-0210

Cell: 615-310-0210

E-Mail: sjones3016@comcast.net

Authorized Signature: Marta Eynatten

Date: 08/15/2021

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.

Administrative List – Franklin Kiwanis Club

Tim Jones President

615-310-0210

Sjones3016@comcast.net

Dennis Jackson Vice-President

615-336-7094

dennisj@worxsolution.com

Marta Eynatten Past President

309-261-3500

martaeyn@comcast.net

Staff Conditions:

Staff recommends approval with the following conditions:

- Applicant will provide a \$1,000 damage deposit to City prior to event.
- Applicant must notify affected neighborhoods of the event and street closures

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured.
- Any accidents or injuries occurring during the event should be reported to City representatives immediately.
- Event organizers will notify all participants that, for safety reasons, candy cannot be thrown from floats.

Streets Department:

- Department will put out Message Boards several days prior to event to notify motorists of closures.
- Department will put out bike barricades along Main Street for crowd control
- Department will provide clean-up crew for after the event.

Police Department:

- Applicant will hire the recommended number of extra-duty Franklin Police Officers to provide security and traffic control for the event.

Sanitation and Environmental Services Department:

- Department will provide rollout containers along the parade route
- Applicant will provide volunteers to do clean-up after the event

Parks Department:

- Applicant will work with Department to determine locations and rules/regulations for staging areas at Jim Warren Park.

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 #: 21-02507

DATE: October 15, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Communications Manager
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Event Permit For Dickens Of A Christmas Sponsored By The Heritage Foundation On December 11 - 12, 2021 In Downtown Franklin.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning recommendations for the annual Dickens of a Christmas event in Downtown Franklin.

BACKGROUND/STAFF COMMENTS:

The Heritage Foundation has requested an event permit for the annual Dickens of a Christmas event in Downtown Franklin. The Victorian-themed street festival is scheduled for December 11 - 12 and consists of costumed carolers and characters, a kids' area, and arts & crafts. Time for the event is 10 a.m. - 6 p.m. each night.

The set-up includes:

- A "Victorian Village" located from 4th and Main to the Public Square with a variety and engaging activity points. There will be no booths in this area.
- Kids Zone located on 4th Ave S and will include activations with limited physical interaction. This portion is be curated by Grace Chapel
- Food Trucks and Tents Food Court will be located on 3rd Ave N and a few will be located at the beginning of the Public Square on E Main Street. All food vendors are required to provide a COI with City of Franklin listed as an additional insured.
- Pet Area that features a place to refresh your pet along with pet vendors located along 3rd Avenue South
- Community Partners will be designated in a space on 3rd Avenue S, allowing area nonprofits to have the opportunity to share their work with patrons. Information about the organizations will also be highlighted on the event app to limit passing materials to guests.
- Main Stage setup on Square on the corner of City Hall and Ruby Sunshine

- Acoustic Stage setup on 4th and Main and is being curated by Lipscomb University

The event is planning to create “pods” meaning that each pod will have two 10x10 tents separated by two feet of empty space. There will be six feet of empty space between each pod.

FINANCIAL IMPACT:

The City partners with the Heritage foundation on this event in providing for overtime costs for City Staff. The Heritage Foundation pays for police officers for the event.

RECOMMENDATION:

Staff recommends approval with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of tents, vendors, Kid Zone activities, etc. prior to event.
- Applicant will provide a \$1,000 damage deposit to City prior to event.
- Applicant must notify Harpeth Square that there is no vehicle outlet from the hotel to Main Street during the event.
- Applicant will provide at least one portable restroom trailer to be available for attendees. City will provide water and electricity for the trailer.

Building & Neighborhood Services:

- Special Event Electrical Permit will be required.

Risk Management:

- Applicant will provide certificate of insurance with liquor liability naming the City as additional insured.
- Any accidents or injuries occurring during the event should be reported to City representatives immediately.

Streets Department:

- “No Parking after 3 p.m.” signs will be placed along Main Street on Friday morning.
- Main Street will close to traffic at 8 p.m. on Friday, December 10th.
- “No parking” signs placed along Fourth Avenue South on Saturday, December 11th. This area will be used for City vehicles only.
- “No parking” signs placed along Church Street on Friday, December 10th.
- Church Street Parking Lot will be closed for official vehicles.
- Applicant or designee will stay present at event until all vendors are gone.
- Department will provide clean-up crew for after the event.

Police Department:

- Applicant will hire the recommended number of extra-duty Franklin Police Officers to provide security and traffic control for the event.
- Applicant has requested amplification on stages at the following locations for the permitted area. Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.
 - Off the Square in front of City Hall
 - Fourth Ave N and Main

Revenue Management:

- Applicant will provide a complete list of vendors to the City prior to the event.
- Permits from the Beer Board must be obtained for all locations on the street where beer will be served.
- Permit may be required from Tennessee Alcoholic Beverage Commission.

Sanitation and Environmental Services Department:

- Department will provide crews for cleanup during event.

Water Management Department:

- Taps will be placed on hydrants at:
 - Third Ave S at City Hall
 - Third Ave N at the Square

Fire Department:

- Applicant must secure tent permits.
- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents and mobile food vendors

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:

- Festival/Fair

- Name/purpose of event:** Dickens of a Christmas
- Location Requested:** *(if Temporary Street Closure, list major roads to be closed):*
Main Street from 1st to 5th
3rd Ave from Church to Bridge
4th Ave from Garage to Visitor Center
Halinsdale Farm - for parking
West Main Street from 5th to 7th Avenue & Church
- Date or dates of event:** 12/11/2021, 12/12/2021
- Start/End Times of Event:**
Both Days:
10:00am - 6:00pm

What date/time will set-up begin? 12/10/2021 8:00 AM

What date/time will tear-down be complete? 12/12/2021 9:00 PM

**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*

- Time of Street Closure** *(if applicable):*
Friday, December 10th
6:00am - Entire Quad Closes
3:00pm - Parking Signs - No Parking After 3:00pm
8:00pm - Remaining Festival Streets Closes
OPENS:
Sunday, December 12th at 9:00pm
- An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 100,000 Event Staff/Volunteers: 80 Total: 180

7. **Name of applicant and Organization Requesting Permit:**

Jayme Smith - Heritage Foundation

a) Address: Po Box 723
Franklin, TN 37065

b) Phone: 6155122552

c) Cell:

d) Fax:

e) E-mail address: jsmith@williamsonheritage.org

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

The Heritage Foundation of Williamson County, TN's 36th Annual Dickens of a Christmas presented by First Citizens National Bank is historic downtown Franklin, Tennessee's annual Victorian-themed street festival. This unique holiday event features costumed carolers and characters from Charles Dickens stories strolling the streets, seasonal food and treats, demonstrators, and an art and craft show throughout the downtown footprint. The celebration typically attracts 100,000+ visitors over the course of the weekend.

The festival recreates the time of Charles Dickens using historic downtown Franklins charming architecture as the backdrop. A variety of musicians, dancers and Dickens characters will fill the streets. Expect to see and interact with the nefarious Fagin from *Oliver Twist*, Jacob Marley, Ebenezer Scrooge, Tiny Tim and the rest of the Cratchit family from *A Christmas Carol*; and of course, a Victorian Father and Mother Christmas with treats for children.

The event is hosted by the Downtown Franklin Association - A Division of the Heritage Foundation. Dickens of a Christmas and our two other signature events (Main Street Festival and Pumpkinfest), serve our mission and foster economic vitality for local businesses and visiting vendors, while creating beloved community events that enrich and preserve the historic charm and enduring spirit of our town.

--

Consistently listed among the top 20 events in the Southeast by the Southeast Tourism Society.

We'll have several familiar activation/ themed areas.

Arts & Crafts booths will be located down Main Street from 1st Ave to the Public Square to 5th Avenue except for:

Victorian Village will be located from 4th and Main to the Public Square and will have a variety and engaging activity points. There will be no booths in this area.

Kids Zone will be located on 4th Ave S and will include activations with limited physical interaction and more prompted activities highlighted in our event app. This portion is be curated by Grace Chapel

Food Trucks and Tents Food Court will be located on 3rd Ave N and a few will be located at the beginning of the Public Square on E Main Street. All food vendors are required to provide a COI with City of Franklin listed as an additional insured.

Pet Area that features a place to refresh your pet along with pet vendors located along 3rd Avenue South and is easily accessible common area.

Community Partners will be designated in a space on 3rd Avenue S, allowing area nonprofits with incredible missions to have the opportunity to share their work with our patrons. Information about the organizations will also be highlighted on the event app to limit passing materials to guests.

Main Stage setup on Square on the corner of City Hall and Ruby Sunshine

Acoustic Stage setup on 5th and West Main (backup: 4th and Main or 2nd and Main) and is being curated by Lipscomb University

The goal with all of the areas is to space out areas of interest, allowing consumers with specific needs to easily identify where they want to go, shop / experience their favorite vendors and depart.

9. **ENCLOSE A DETAILED MAP** of event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. **For large-scale events, map should be obtained from the City's GIS division**
- Please detail any restricted parking areas on the event map.**
- Event Map:** [Dickens CoF Map Edit.jpg](#)
10. **Person in charge on day of event:** Jayme Smith
Cell: 615-390-5325 **E-mail address:** jsmith@williamsonheritage.org
11. **Name and Cell Number of at least two others available on day of event:**
Name: Drew Allensworth **Cell:** 615-938-6009 **E-mail address:** dallensworth@williamsonheritage.org
Name: Meg Hershey **Cell:** 717-824-0436 **E-mail address:** mhershey@williamsonheritage.org
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:** [Staff Extensions updated 9-10-2021.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: [HF Tax Exempt Form.pdf](#)
16. **Will you charge an admission fee?** No
Average admission fee:
17. **Will you charge a vendor participation fee?** Yes
Average vendor participation fee? 400
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? Heritage Foundation
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.**

A combination of arts & craft vendors, food vendors, sponsors, community partners, etc

Vendor list is not finalized.

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

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

Clean Up Plan and Provider: [Clean Up Plan.pdf](#)

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

27. **Will you require a temporary water tap?** Yes

If yes, please list exact locations:

3rd Avenue North

28. **Will alcohol, beer, and/or wine be given away or sold?** Yes

If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.

29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes

Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*

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

Good Neighbor Letter: [Dickens Good Neighbor Letter 2021.docx](#)

Good Nieghbor Letter Mailing List:



Rules and Regulations

Please Read All Attachments Before Signing Application.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.
- 4) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.
- 5) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.
- 6) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 7) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 8) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.
- 9) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 10) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY: Jayme Smith Festivals and Events Manager Date: 9/23/2021
(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

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

DOWNTOWN FRANKLIN

SAVE THE DATE
DEC 11-12, 2021



ROAD CLOSURE

ROAD CLOSURE

ROAD CLOSURE

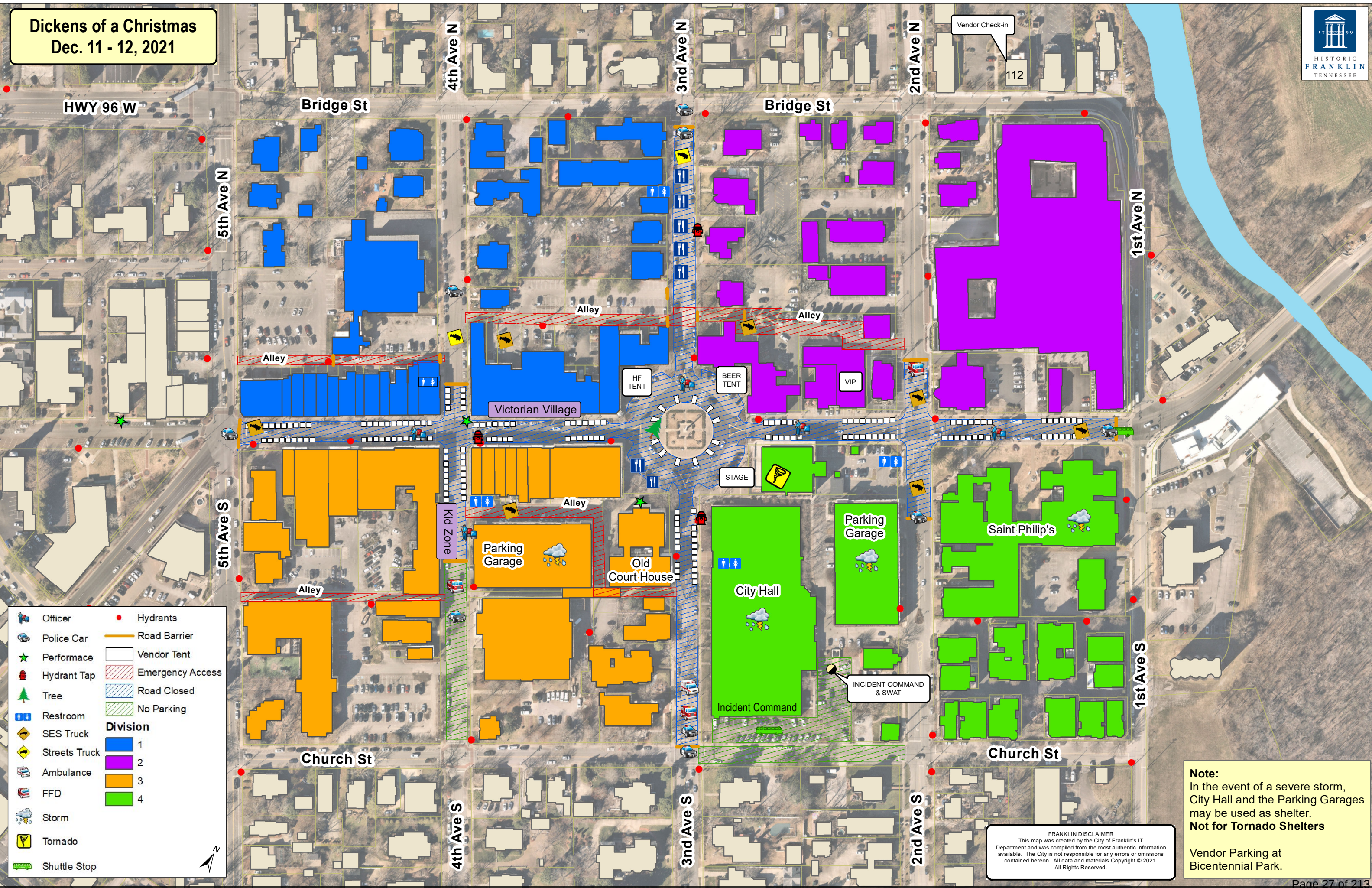
ROAD CLOSURE

VICTORIAN VILLAGE

- Carolers - Sing-Alongs
- Costumed Characters
- Themed Food & Drink
- Sponsor Opportunities
- Heritage Crafts



Dickens of a Christmas
Dec. 11 - 12, 2021



Officer	Hydrants
Police Car	Road Barrier
Performance	Vendor Tent
Hydrant Tap	Emergency Access
Tree	Road Closed
Restroom	No Parking
SES Truck	Division
Streets Truck	1
Ambulance	2
FFD	3
Storm	4
Tornado	
Shuttle Stop	

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.

Note:
In the event of a severe storm, City Hall and the Parking Garages may be used as shelter.
Not for Tornado Shelters

Vendor Parking at Bicentennial Park.

Event Name: Dickens of a Christmas

Signature: _____



FORM 1

Buildings, Structures, & Power Sources

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

- Any site-built platforms (stages) and/or bleachers
- Any electrical work utilizing site-constructed equipment or wiring

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

All Permit applications are subject to permit fees.

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

Signature: _____



Sound Amplification

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

Applicant/Organization: Jayme Smith - Heritage Foundation

Event Name: Dickens of a Christmas

Event Date(s): 12/11/2021, 12/12/2021

1. **Time amplification equipment will be used:** From: 10:00 AM To: 6:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). Provide map/layout if necessary.:
Public Square
5th & West Main (Backup 4th and Main or 2nd and East Main)

Sound Amplification Map: [Dickens CoF Map Edit with stages.png](#)

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

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

Name: Jayme Smith	Cell: 6153905325	E-Mail: jsmith@williamsonheritage.org
Name: Meg Hershey	Cell: 717-824-0436	E-Mail: mhershey@williamsonheritage.org

Authorized Signature: Jayme Smith

Date: 09/23/2021

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.



Work with the City of Franklin to coordinate the clean-up for all festivals including:

1. Clear communication to Sanitation Department
2. Clear communication and access to grease bins for food vendors
3. Clear communication to all other vendors

We will work to meet the needs and requirements set forth by the City of Franklin in the special planning sessions both before and after event application approval.

Thanks,

Jayne Smith

Festival and Event Manager
The Heritage Foundation of Williamson County
jsmith@williamsonheritage.org

DICKENS OF A CHRISTMAS

November 15, 2021

Dear Neighbor,

The Heritage Foundation is excited to host the Dickens to be held December 11th and 12th in Downtown Franklin. This letter is to notify you of the event and to provide details about street closures, amplified entertainment, and other activities scheduled to take place that weekend.

Parking along Main Street between 1st and 5th Avenues will be restricted after 3 p.m. on Friday, December 10th until Sunday, December 12th at 9:00pm.

Main Street will close to vehicle traffic at 8 p.m. and remain closed until 8 p.m. on Friday, December 10th. In addition, 3rd Avenue S. from Church Street to the Public Square, 3rd Avenue N. from the Public Square to Bridge Street, 4th Avenue S. from Main Street to the parking garage entrance, and 4th Avenue N. from Main Street to Bridget Street will be closed during the same time.

The festival will include more than 200 arts & crafts sellers, food vendors, children's activities, pet activities, and stage performances from dance and musical artists.

Specific festival elements will be located as follows:

- Arts & Crafts Booths
- Food Vendors
- Kids Zone
- Victorian Village
- Main Stage
- Acoustic Stage
- Pet Area
- Themed characters and carolers

The parking garages will remain open during the entire weekend, and a park & ride option with shuttle service will be offered from Harlinsdale Farm on Saturday and Sunday.

We are excited about the upcoming festival and hope you will be able to join us for the fun.

Sincerely,

Jayne Smith
Festival and Event Manager
The Heritage Foundation of Williamson County



STATE OF TENNESSEE DEPARTMENT OF REVENUE

HERITAGE FOUNDATION OF FRANKLIN &
WILLIAMSON
PO BOX 723
FRANKLIN TN 37065-0723

Effective Date: July 1, 2019
Expiration Date: June 30, 2023
Account No: 1000054936-SLC
Exemption No: 292191232
Facility Address:
209 E MAIN ST
FRANKLIN TN 37064-2517

Exempt Organizations or Institutions Sales and Use Tax Certificate of Exemption

This organization or institution qualifies for the authority to make sales and use tax exempt purchases of goods and services that it will use, consume or give away.

This authorization for exemption is limited to sales made directly to the referenced organization. This exemption certificate may not be used for sales made to individuals paying with personal checks or personal debit or credit cards, even if the individual is a representative or employee of the organization, and he or she will be reimbursed for the purchase. Sellers must refuse to accept the certificate when the sale is made to someone other than the organization.

This exemption certificate may not be used to make purchases without the payment of sales and use tax for other locations and may not be transferred to or used by any other person.

The Heritage Foundation 112 Bridge St Franklin, TN
Seller's Name Seller's Address (City & State) 37064

I, Miriam Wiggins, as an authorized representative of the taxpayer named above, affirm that the purchases qualify for the exemption and will be used at the location of the facility address referenced above. Under penalty of perjury, I affirm this to be a true and correct statement.

Miriam Wiggins [Signature] 8/9/19
Print Name of Authorized Representative Signature of Authorized Representative Date

HF STAFF EXTENSIONS

The LeHew Magid Big House for Historic Preservation

112 Bridge St, Franklin, TN 37064 // PO Box 723, Franklin, TN 37065

Main Office Line: 615-591-8500

110	Front Desk #1	Volunteers
111		
113	Steve Citerin	Assistant VP of Marketing & Communications
114	Rick Warwick**	County Historian
115	Bari Beasley	President & CEO
116	Christina Metzgar	Executive Assistant & Office Mgr
117	Wendy Dunavant	Chief Financial Officer
119	2 nd fl. Conference Rm	
120	Meg Hershey	Chief Operating Officer
122	1 st fl. Conference Rm	
123	Melissa Houck	Dir. of Development
124	Back Door	
126	Heather Kantor	Database and Volunteer Mgr
127	Front Desk #2	
128	Gerald Odom	Events & Finance Assistant
129	Drew Allensworth	Community Relations & Events Mgr
130	Jayne Smith	Festival & Events Mgr

Pioneer's Corner: 327 3rd Ave S

201	Rachael Finch	Sr Dir. of Preservation & Education
202	Blake Wintory	Dir. of Preservation
203	Jill Burgin	Dir of Advocacy & Gov. Relations

DFA/McPhail: 209 E. Main Street

301	Heidi Hood	Managing Dir. Of DFA
-----	------------	----------------------

Franklin Grove/Preservation & Education

423 S. Margin Street, Franklin, TN 37064

615-472-8945 (Main Line)

Franklin Theatre

419 Main Street, Franklin, TN 37064

615-538-2076

Franklin Art Scene	Linda Childs	franklinartscene@gmail.com
Visit Franklin	615-591-8514	
Police Dept	615-794-2513	
City of Franklin	615-791-3217	
Friends of Franklin Parks	615-674-5388	
Rick Warwick**	615-955-0778 (Cell)	Email: rwarwick@historicfranklin.com

Staff Conditions:

Staff recommends approval with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of tents, vendors, Kid Zone activities, etc. prior to event.
- Applicant will provide a \$1,000 damage deposit to City prior to event.
- Applicant must notify Harpeth Square that there is no vehicle outlet from the hotel to Main Street during the event.
- Applicant will provide at least one portable restroom trailer to be available for attendees. City will provide water and electricity for the trailer.

Building & Neighborhood Services:

- Special Event Electrical Permit will be required.

Risk Management:

- Applicant will provide certificate of insurance with liquor liability naming the City as additional insured.
- Any accidents or injuries occurring during the event should be reported to City representatives immediately.

Streets Department:

- “No Parking after 3 p.m.” signs will be placed along Main Street on Friday morning.
- Main Street will close to traffic at 8 p.m. on Friday, December 10th.
- “No parking” signs placed along Fourth Avenue South on Saturday, December 11th. This area will be used for City vehicles only.
- “No parking” signs placed along Church Street on Friday, December 10th.
- Church Street Parking Lot will be closed for official vehicles.
- Applicant or designee will stay present at event until all vendors are gone.
- Department will provide clean-up crew for after the event.

Police Department:

- Applicant will hire the recommended number of extra-duty Franklin Police Officers to provide security and traffic control for the event.
- Applicant has requested amplification on stages at the following locations for the permitted area:
 - o 4th and Main
 - o Off the Square in front of City Hall

Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Revenue Management:

- Applicant will provide a complete list of vendors to the City prior to the event.
- Permits from the Beer Board must be obtained for all locations on the street where beer will be served.
- Permit may be required from Tennessee Alcoholic Beverage Commission.

Sanitation and Environmental Services Department:

- Department will provide crews for cleanup during event.

Water Management Department:

- Taps will be placed on hydrants at:
 - o Third Ave S at City Hall
 - o Third Ave N at the Square

Fire Department:

- Applicant must secure tent permits.
- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents and mobile food vendors

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 #: 21-02455

DATE: October 18, 2021
TO: Board of Mayor and Aldermen
FROM: Emily Wright, Planning Director
Amy Diaz-Barriga, Planning Supervisor
Joseph Bryan, Principal Planner

SUBJECT:

*Consideration of Ordinance 2021-44, An Ordinance To Rezone 12.0 Acres From R-1 District To Planned (PD 0.92) District For The Property Located North Of Boyd Mill Avenue And West Of Glass Lane, At 600 Boyd Mill Avenue (Historic Magnolia Hall PUD Subdivision).
FMPC 10/28/21, 8-0

PURPOSE:

PROJECT INFORMATION

COF Project Number: 7668
Applicant: Adam Seger, Dale and Associates
Owner: Julia Inman

BACKGROUND/STAFF COMMENTS:

The applicant is requesting to rezone the property at 600 Boyd Mill Avenue from R-1 (residential) to PD (planned district) to accommodate the Historic Magnolia Hall PUD (Planned Unit Development) Subdivision. The plan proposes 11 single-family residential lots, including the historic home currently on the grounds of the property. The subject property is within the Conservation Subdivision Design Concept. According to Envision Franklin, the Conservation Subdivision Design Concept, "supports primarily single-family residential development that clusters lots and infrastructure and sets aside a substantial amount of property as permanently protected open space in its natural state. New development should preserve a minimum of 50 percent open space, strategically targeted toward scenic vistas, greenways, pastures, trails, woodlands, or other uses that maintain scenic character, protect habitat value, and contribute to the quality of life for residents." The proposed zoning is consistent with the recommendations of Envision Franklin. The development plan for the Historic Magnolia Hall PUD Subdivision is also included on this agenda.

PROCEDURAL REQUIREMENTS:

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

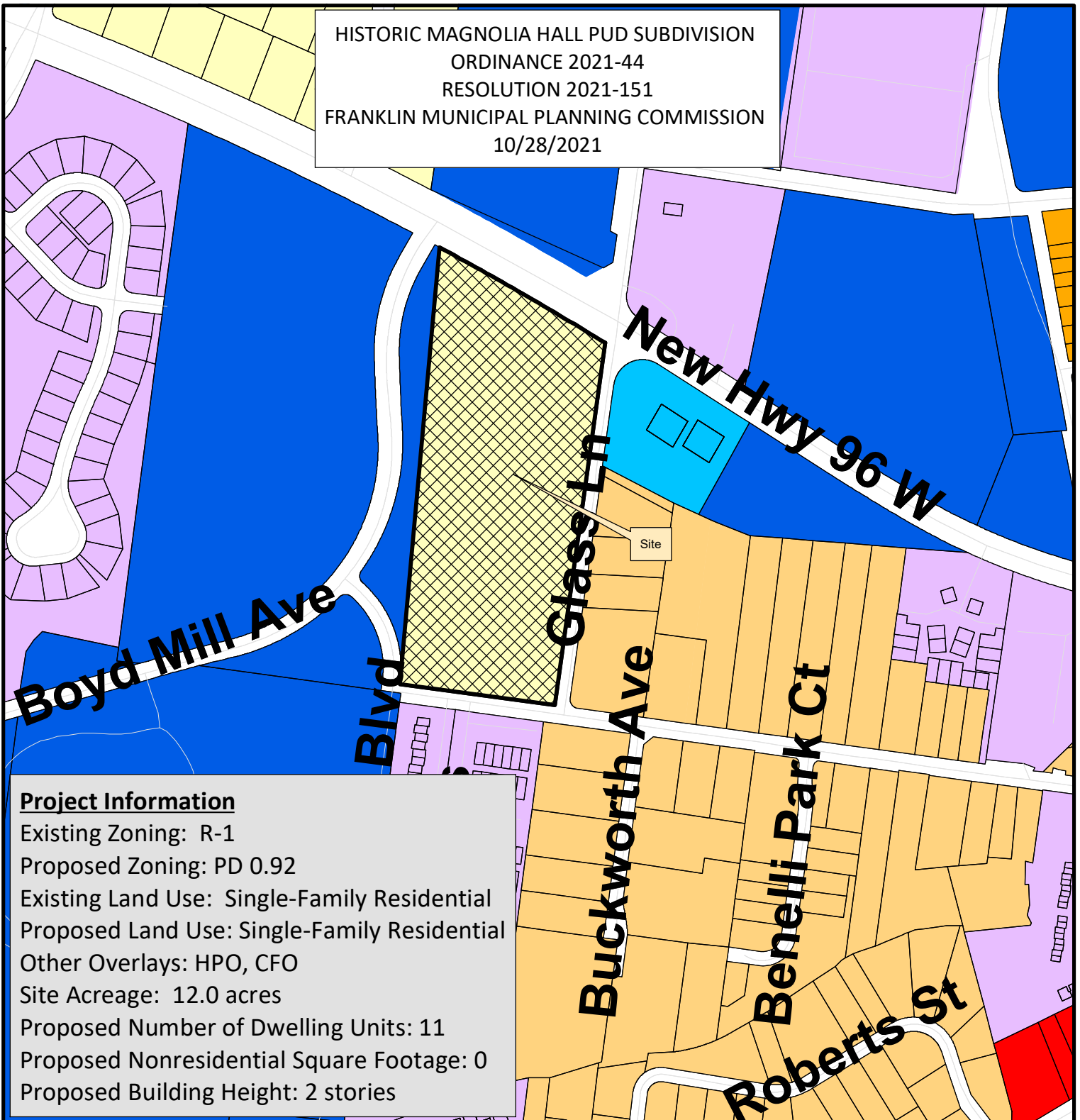
FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2021-44.

HISTORIC MAGNOLIA HALL PUD SUBDIVISION
ORDINANCE 2021-44
RESOLUTION 2021-151
FRANKLIN MUNICIPAL PLANNING COMMISSION
10/28/2021



Project Information

Existing Zoning: R-1
Proposed Zoning: PD 0.92
Existing Land Use: Single-Family Residential
Proposed Land Use: Single-Family Residential
Other Overlays: HPO, CFO
Site Acreage: 12.0 acres
Proposed Number of Dwelling Units: 11
Proposed Nonresidential Square Footage: 0
Proposed Building Height: 2 stories

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



0 200 400 800 Feet

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It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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ORDINANCE 2021-44

AN ORDINANCE TO REZONE 12.0 ACRES FROM R-1 DISTRICT TO PLANNED (PD 0.92) DISTRICT FOR THE PROPERTY LOCATED NORTH OF BOYD MILL AVENUE AND WEST OF GLASS LANE, AT 600 BOYD MILL AVENUE (HISTORIC MAGNOLIA HALL PUD SUBDIVISION).

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

WHEREAS, the Planned (PD 0.92) district provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, adopted Resolution 2021-151, approving a Planned Unit Development (PUD) Development Plan as required by the Franklin Zoning Ordinance; and

WHEREAS, the zoning has been reviewed and approved by BOMA after a public hearing and a recommendation by the Franklin Municipal Planning Commission.

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of **R-1** District to **PD 0.92** District:

PREMISES CONSIDERED	
Map-Parcel	Acres
78-7.00	12.0
Total	12.0

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

SECTION III. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on third and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

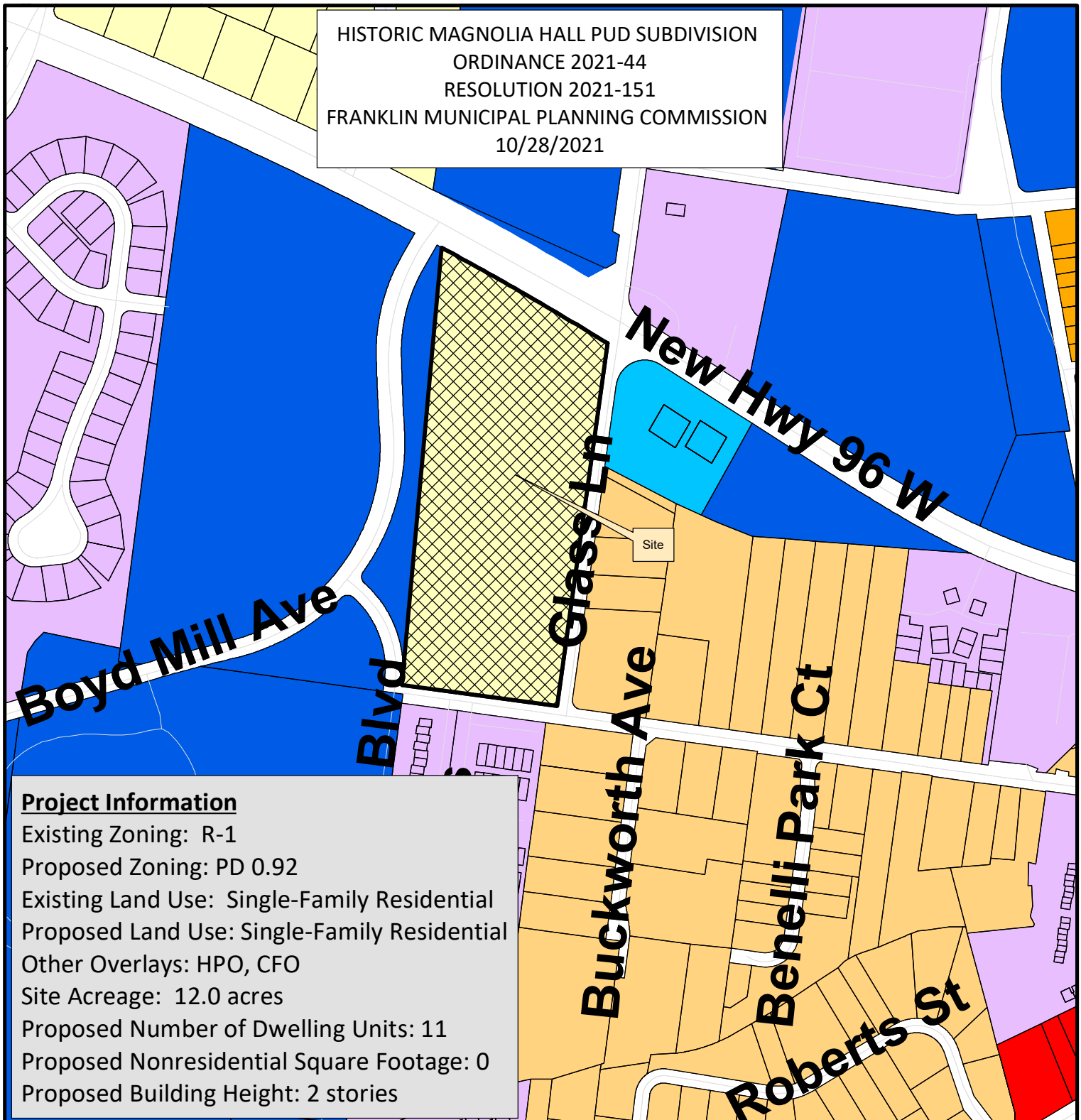
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

HISTORIC MAGNOLIA HALL PUD SUBDIVISION
ORDINANCE 2021-44
RESOLUTION 2021-151
FRANKLIN MUNICIPAL PLANNING COMMISSION
10/28/2021



Project Information

Existing Zoning: R-1
 Proposed Zoning: PD 0.92
 Existing Land Use: Single-Family Residential
 Proposed Land Use: Single-Family Residential
 Other Overlays: HPO, CFO
 Site Acreage: 12.0 acres
 Proposed Number of Dwelling Units: 11
 Proposed Nonresidential Square Footage: 0
 Proposed Building Height: 2 stories

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



0 200 400 800 Feet

This map was created by the Franklin Planning Department.
 It was compiled from the most authentic information available.
 The City is not responsible for any errors or omissions contained herein.
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Construction Sequencing Narrative

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The developer has decided to pay the Parkland Dedication in lieu of fees.

In general 11 units x \$4,304= \$47,344 to meet ordinance. Place bold type on plan set in site data chart to explain Parkland requirements.

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(Ord. No. 2016-25 , § I, 5-22-2018)

PD Rezone
Historic
Magnolia Hall
Map 78 Parcels 7
Franklin, Williamson Co., Tennessee
Project Number: 7668

Development Summary

Owners of Record

Julia Inman
600 Boyd Mill Ave.
Franklin, TN 37064
Phone
Email

Developer

Bernie Butler
D9 Arlington, LLC
2300 Foxhaven Dr.
Franklin, TN 37069
615.419.6933
berniebutler@comcast.net

Surveyor

Wilson & Associates, P.C.
108 Beasley Dr.
Franklin, TN 37064
615.905.9030
smcgowan@wilsonpc.com

Civil Engineer

Dale & Associates (Adam Seger, PE)
516 Heather Place
Nashville, Tennessee 37204
615.297.5166
adam@daleandassociates.net

Property Information

Map 78, Parcel 7
600 Boyd Mill Ave.
Franklin, TN 37064

Total Site Area - 12.00 Ac.
Site Zoning - R-1

Floodnote

This Property Does Not Lie Within a Flood Hazard Area as Depicted on the Current Flood Insurance Rate Maps (FIRM) Number 47187C0192G Dated 12/22/2016.

Benchmark

PK Nail Set in Driveway
Elevation = 458.63
NAVD 88
North 580.298.54'
South 1,706,119.87'

Electric Service

Middle Tennessee Electric Membership Corporation
2156 Edward Curd Lane
Franklin, Tennessee 37067
615.794.1102

Water Service

City of Franklin Sewer
124 Lumber Dr.
Franklin, Tennessee 37064
615.794.4554

Sewer Service

City of Franklin Sewer
124 Lumber Dr.
Franklin, Tennessee 37064
615.794.4554

Telephone Service

Bellsouth
866.620.6000

Utility Location

Tennessee One-Call
800.351.1111

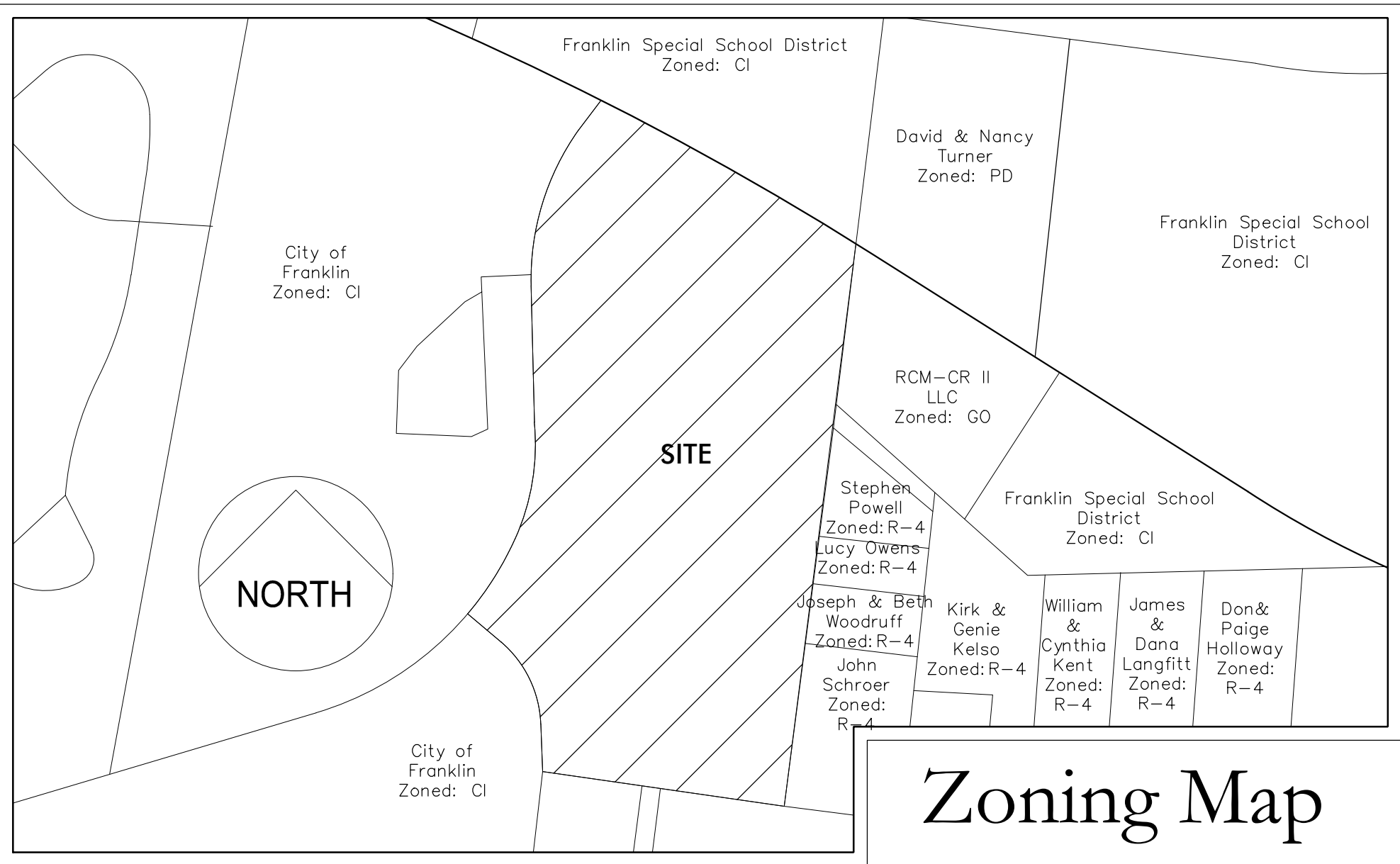
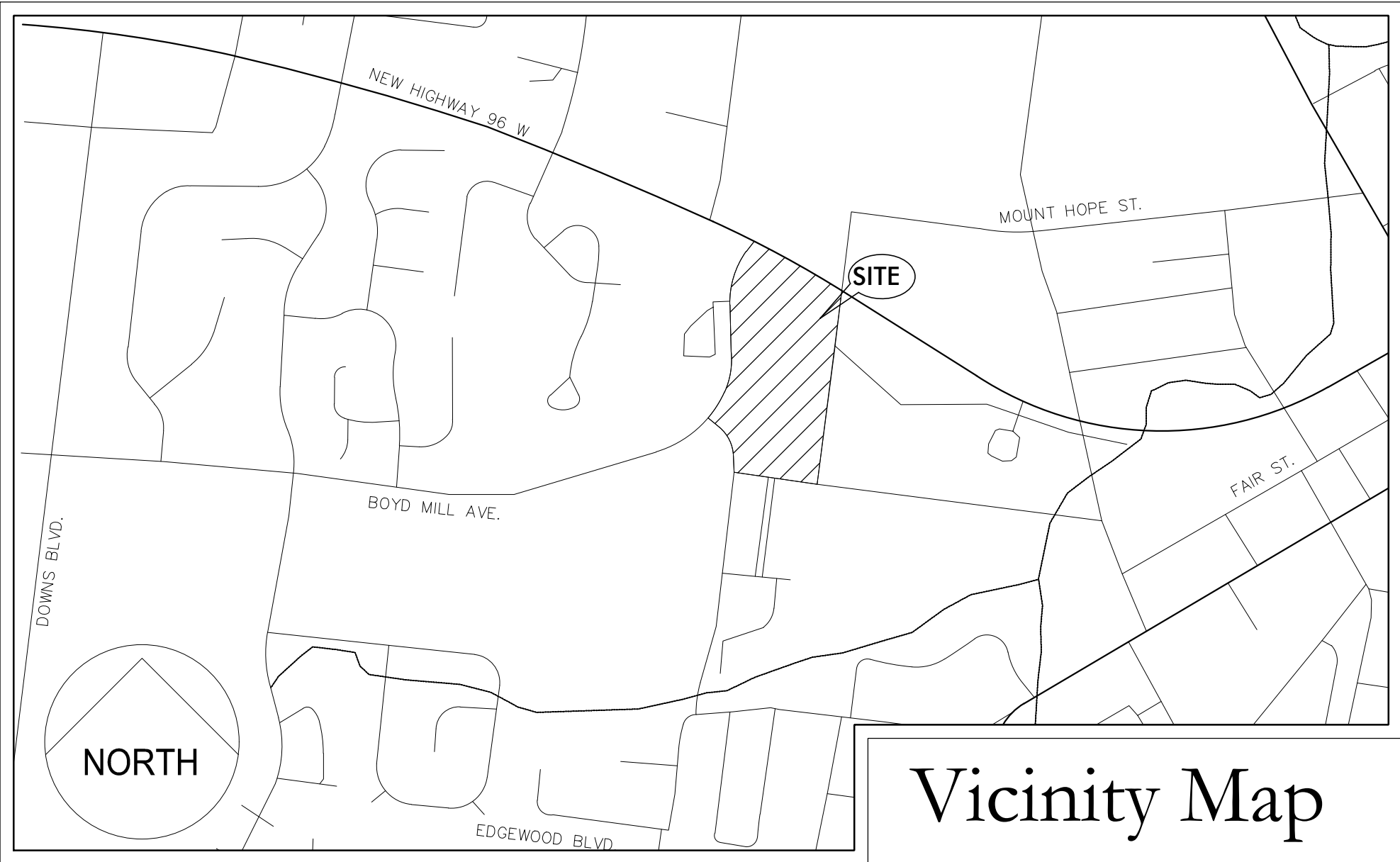
Site Data Chart

Project Name: Magnolia Hall
COF Project #:
600 Boyd Mill Ave.
Franklin, TN 37064
Map 78, Parcel 7
Total Site Area - 12.00 Ac. (522,720 sq ft)

Regulations

Base Zoning: R-1
Proposed Zoning: PD
Proposed Density: 0.92 Units/Acre (PD0.92)

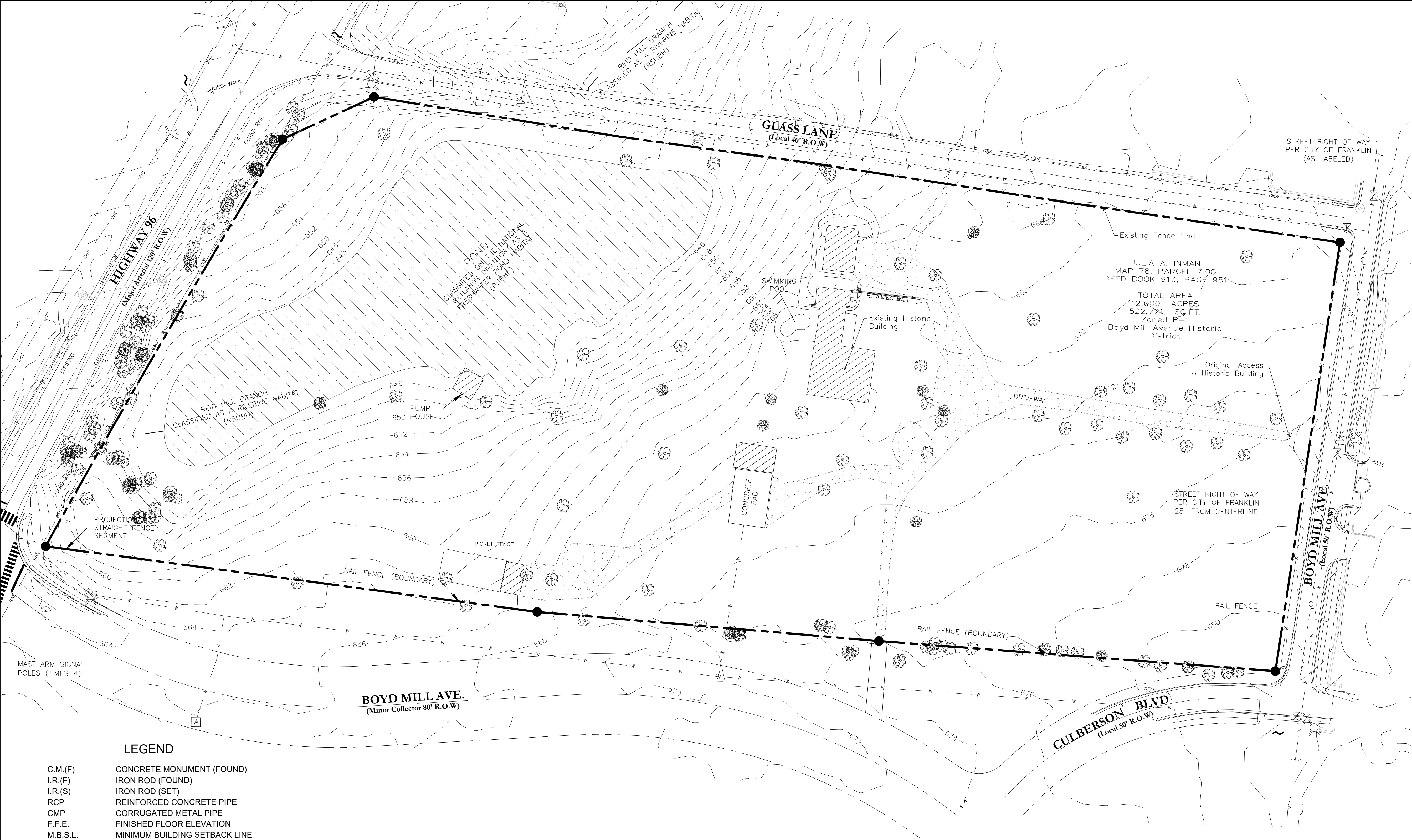
Overlay Zoning: CFO, HPO
Building Types: Single Family Dwellings
Lot Width: 73ft
Lot Size: 10,000 sq ft
Setbacks
Front Yard: 10ft - 20ft
Side Yard: 5ft
Rear Yard: 5ft
Dwelling Count by Type: 11 Single Family
Building Heights: 2 Stories Max
Historic Resource Treatment: Yes
Parking Requirements
Total Number of Parking Spaces: 22
Garage: 22
Existing Parking Spaces: 2
Impervious Spaces: 22



PERMITS:
Tracking #



Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying
516 Heather Place
Nashville, TN 37204
(615) 297-5166
D&A Project #20078
1020 Jefferson
C0.0



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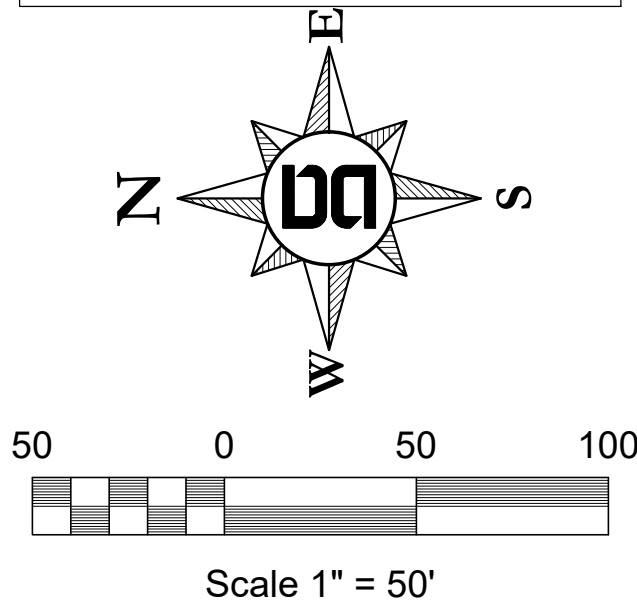
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Elevation =
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Survey Data

Field-run Topographic Survey,
Conducted on 7/21/21

Regulations

Wilson & Associates, P.C.
108 Beasley Dr.
Franklin, TN 37064
615.905.9030
smcgowan@wilsonpc.com

LEGEND

C.M.(F)	CONCRETE MONUMENT (FOUND)
I.R.(F)	IRON ROD (FOUND)
I.R.(S)	IRON ROD (SET)
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
F.F.E.	FINISHED FLOOR ELEVATION
M.B.S.L.	MINIMUM BUILDING SETBACK LINE
P.U.D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT
SIGN	
ANCHOR	
E.M.	ELECTRIC METER
L.P.	LIGHT
P.P.	POWER POLE
C.O.	CLEAN OUT
M.H.	SANITARY MANHOLE
A.D.	INLET
W.M.	WATER METER
W.V.	WATER VALVE
F.H.	FIRE HYDRANT
G.V.	GAS VALVE
LOT NUMBER	
PARCEL NUMBER	
SCHEDULE B-II	
DRAINAGE DITCH	
PROPERTY LINE	
FENCE LINE	
OVERHEAD UTILITES	OH
UNDERGROUND ELECTRIC	UGE
WATER LINE	W
SANITARY LINE	SA
GAS LINE	G
CONCRETE	

Envision Franklin - Conservation Subdivision

The proposed development complies with Envision Franklin's Conservation Subdivision and specifically the Boyd Mill Avenue Magnolia Hall Historic Estate classification, in many ways. One of the most important is by limiting the use to clustered single-family residents only. This project also complies with Envision Franklin by retaining 50% open space, that open space includes walking trails, scenic vistas of the existing pond and woodlands. The open space is to be retained in perpetuity to preserve the scenic views of the historic building that is to remain onsite. The architectural style has also been taken into consideration to help emphasize the character and beauty of the historic home.



PERMITS:

Tracking #

Dale & Associates

Civil Engineering
Land Planning & Zoning
Surveying

516 Heather Place
Nashville, TN 37204
(615) 297-5166

D&A Project #21002

Historic Magnolia Hall

C1.0

Drawing Date:
July 2021

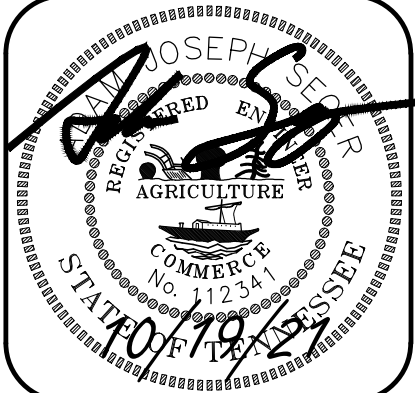
Revisions
10/6/21 - PD Rezoning

Planned District

Historic Magnolia Hall

Map 78 Parcels 7

Franklin, Williamson County, Tennessee



Rezoning Plan

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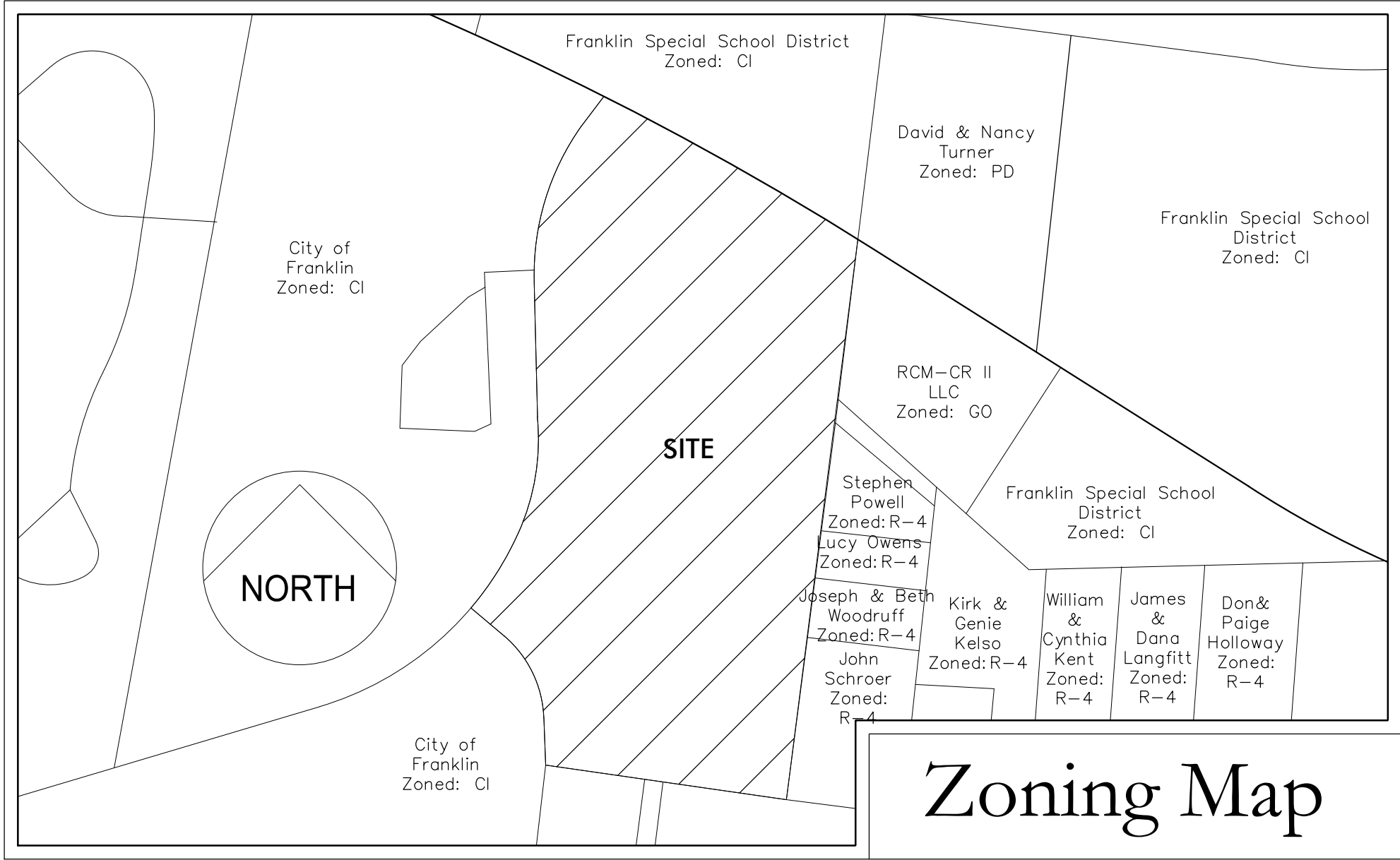
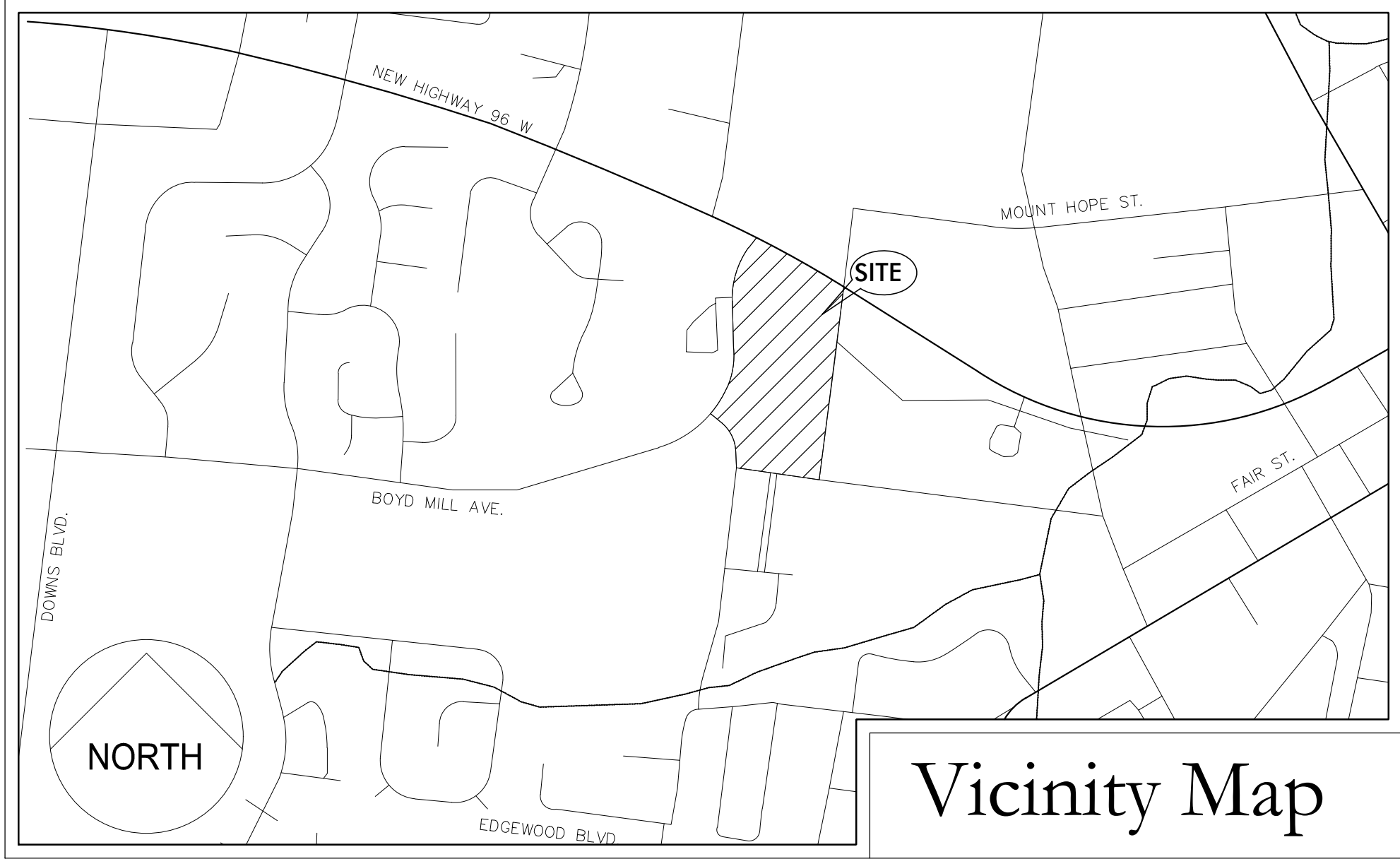
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Bellsouth
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Total Site Area - 12.00 Ac. (522,720 sq ft)

Regulations

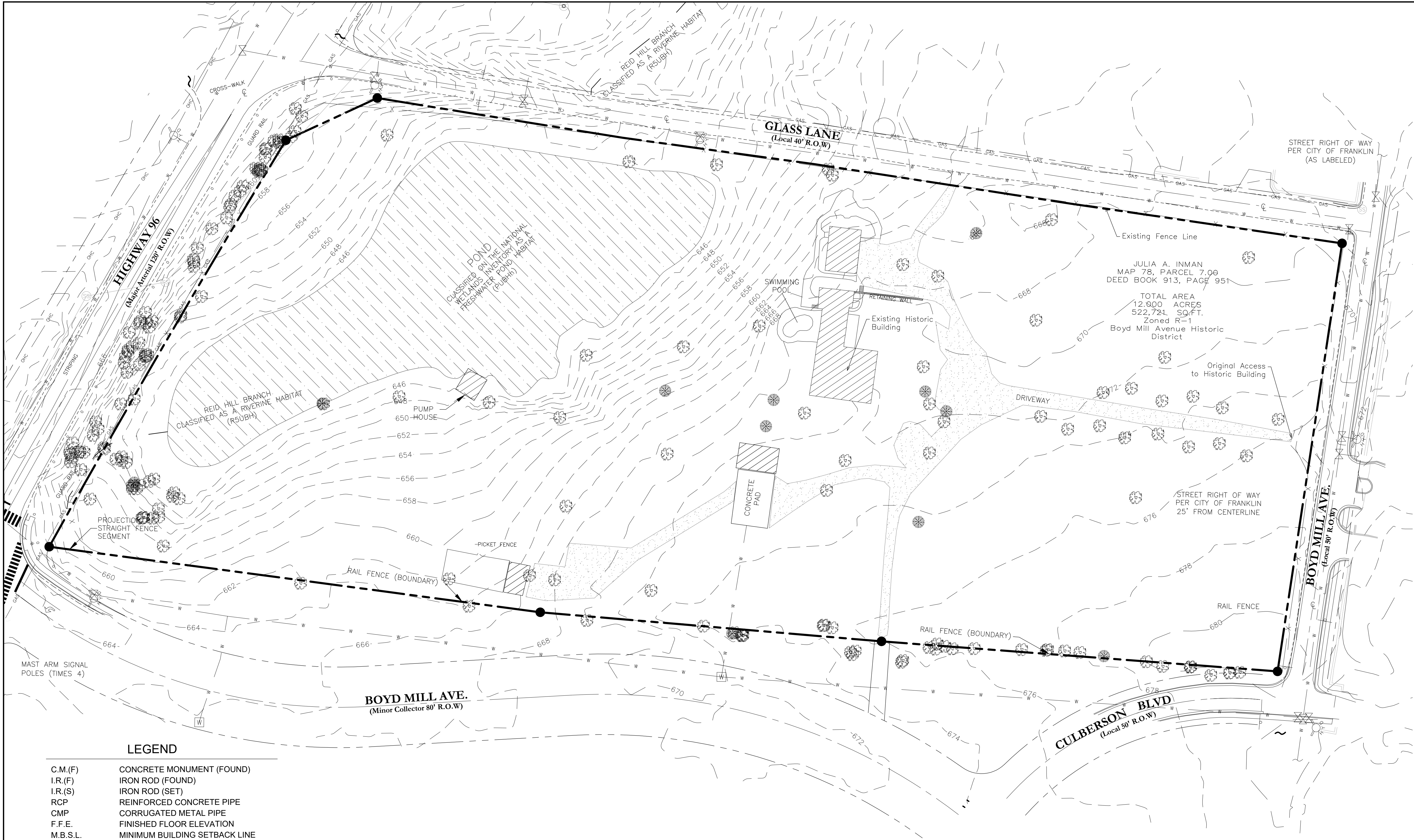
Base Zoning: R-1
Proposed Zoning: PD
Proposed Density: 0.92 Units/Acre (PD0.92)

Overlay Zoning: CFO, HPO
Building Types: Single Family Dwellings
Lot Width: 73ft
Lot Size: 10,000 sq ft
Setbacks
Front Yard: 10ft - 20ft
Side Yard: 5ft
Rear Yard: 5ft
Dwelling Count by Type: 11 Single Family
Building Heights: 2 Stories Max
Historic Resource Treatment: Yes
Parking Requirements
Total Number of Parking Spaces: 22
Garage: 22
Existing Parking Spaces: 2
Impervious Spaces: 22



Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying
516 Heather Place
Nashville, TN 37204
(615) 297-5166
D&A Project #20078
1020 Jefferson
C0.0

PERMITS:
Tracking #



LEGEND

C.M.(F)	CONCRETE MONUMENT (FOUND)
I.R.(F)	IRON ROD (FOUND)
I.R.(S)	IRON ROD (SET)
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
F.F.E.	FINISHED FLOOR ELEVATION
M.B.S.L.	MINIMUM BUILDING SETBACK LINE
P.U.D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT
SIGN	
ANCHOR	
E.M.	ELECTRIC METER
L.P.	LIGHT
P.P.	POWER POLE
C.O.	CLEAN OUT
M.H.	SANITARY MANHOLE
A.D.	INLET
W.M.	WATER METER
W.V.	WATER VALVE
F.H.	FIRE HYDRANT
G.V.	GAS VALVE
LOT NUMBER	
PARCEL NUMBER	
SCHEDULE B-II	
DRAINAGE DITCH	
PROPERTY LINE	
FENCE LINE	
OVERHEAD UTILITES	OH
UNDERGROUND ELECTRIC	UGE
WATER LINE	W
SANITARY LINE	SA
GAS LINE	G
CONCRETE	

Development Summary

Map 78, Parcel 7
600 Boyd Mill Ave.
Franklin, TN 37064

Total Site Area - 12.00 Ac.
Site Zoning - R-1
Proposed Zoning: PD0.92
Overlay Zoning: CFO, HPO
Project #7668

Owner

Julia Inman
600 Boyd Mill Ave.
Franklin, TN 37064
Phone
Email

Developer

Bernie Butler
D9 Arlington, LLC
2300 Foxhaven Dr.
Franklin, TN 37069
615.419.6933
berniebutler@comcast.net

Engineer

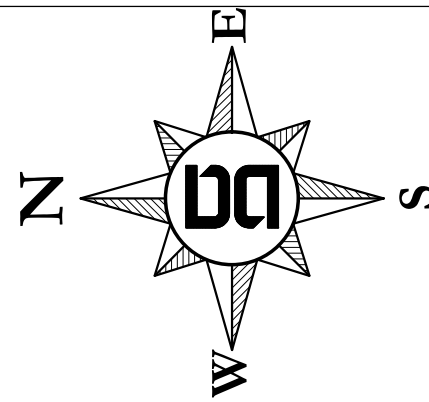
Dale and Associates
Contact: Adam Seger
516 Heather Place
Nashville, TN 37204
615.297.5166
adam@daleandassociates.net

Floodnote

This Property does Not Lie Within a Flood
Hazard Area as Depicted on the Current
Flood Insurance Rate Maps (FIRM) Number
47187C0192G Dated 12/22/2016.

Benchmark 1

PK Nail Set in Driveway
Elevation =
NAD 83
North 580,298.54'
South 1,706,119.87'



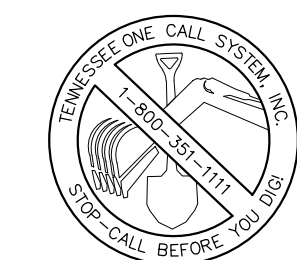
Scale 1" = 50'

Survey Data

Field-run Topographic Survey,
Conducted on 7/21/21

Regulations

Wilson & Associates, P.C.
108 Beasley Dr.
Franklin, TN 37064
615.905.9030
smcgowan@wilsonpc.com



PERMITS:
Tracking #

Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying

Drawing Date:
July 2021

Revisions

10/6/21 - PD Rezoning

Planned District
Historic Magnolia Hall

Map 78 Parcels 7
Franklin, Williamson County, Tennessee



Rezoning Plan

D&A Project #21002
Historic Magnolia Hall

C1.0



File #: 21-02456

DATE: October 18, 2021
TO: Board of Mayor and Aldermen
FROM: Emily Wright, Planning Director
Amy Diaz-Barriga, Planning Supervisor
Joseph Bryan, Principal Planner

SUBJECT:

Consideration Of Resolution 2021-151, A Resolution Approving A Development Plan For Historic Magnolia Hall PUD Subdivision, With 5 Modifications Of Development Standards (Sidewalks, Retaining Walls), For The Property Located North Of Boyd Mill Avenue And West Of Glass Lane, At 600 Boyd Mill Avenue; Establishing A Public Hearing For December 14, 2021.

FMPC 10/28/21, 8-0

MOS 1, 8-0 Approve
MOS 2, 8-0 Approve
MOS 3, 8-0 Approve
MOS 4, 8-0 Approve
MOS 5, 8-0 Approve

PURPOSE:

PROJECT INFORMATION

COF Project Number: 7669
Applicant: Adam Seger, Dale and Associates
Owner: Julia Inman

BACKGROUND/STAFF COMMENTS:

The applicant is proposing the Historic Magnolia Hall PUD Subdivision on the property located at 600 Boyd Mill Avenue. The plan proposes 10 new single-family residences in addition to the existing historic home, for a total of 11 residential lots. Envision Franklin paces this parcel in the Conservation Subdivision Design Concept. The Conservation Subdivision Design Concept, "supports primarily single-family residential development that clusters lots and infrastructure and sets aside a substantial amount of property as permanently protected open space in its natural state. New development should preserve a minimum of 50 percent open space, strategically targeted toward scenic vistas, greenways, pastures, trails, woodlands, or other uses that maintain scenic character, protect habitat value, and contribute to the quality of life for residents."

Envision Franklin gives further special consideration to the Magnolia Hall property by saying, "The historic home and the existing viewsheds of the property should be preserved. Limited clustered single-family infill may be appropriate if the historic estate and its setting are preserved. Proper

integration and transition should be provided to the historic buildings, and the layout of the site should make the historic buildings the prominent features of the development." The plan as proposed preserves more than 50% of the open space, including the pond and viewshed of the home from Highway 96 West. All of the new construction is located along the western boundary of the property, leaving the historic Magnolia Hall manor as the prominent feature of the site. New trails and shared green space on the historic front lawn of the home provide active use areas for the residents.

Modifications of Standards:

There are 5 MOS requests with this proposal relating to sidewalks and retaining wall standards.

MOS 1-3: Not require sidewalks along the exterior perimeter of the development.

The applicant is requesting to not require sidewalks along the exterior of the development. Each request requires a separate MOS request by location: New Highway 96 W (MOS 1), Glass Lane (MOS 2) and Boyd Mill Road (MOS 3). Section 9.6.1 requires that sidewalks must be installed "on both sides of public and private streets and internal drives" with all new development. The City of Franklin periodically receives requests to construct sidewalks in existing neighborhoods where a sidewalk was not required previously. Generally, sidewalk gap projects are much more expensive to construct than if they were constructed with development. Sidewalk gap requests can ultimately become larger capital projects that cost the City hundreds of thousands if not millions of dollars. The Zoning Ordinance requirement for sidewalks is essential for developments to provide pedestrian infrastructure for future and existing residents.

Staff recommends denial of MOS 1-3. Should any of the MOS requests for removal of required sidewalks be approved by BOMA, staff recommends the condition that sidewalk fees-in-lieu be paid by the developer at \$19 per square foot for future sidewalk gap projects.

MOS 4: Not require internal sidewalks within the development.

The applicant is requesting to not require internal sidewalks within the development. Section 9.6.1 requires that sidewalks must be installed "on both sides of public and private streets and internal drives" with all new development. Staff cannot support not requiring internal sidewalks. However, given the historic nature of the site and Magnolia Hall's periphery access to Glass Lane, Staff can support, in this singular instance, installing sidewalks only along the western side of the new internal road in order to provide pedestrian connectivity to the new residences. The applicant shall work with the Engineering Department to determine the exact location of the internal sidewalk.

Staff recommends approval with conditions of MOS 4, with the condition that sidewalks ARE installed on the western side of the internal public street.

MOS 5: Locate a retaining wall within 5 feet of public right of way.

The applicant is requesting to locate a retaining wall within 5 feet of public right of way. Section 13.2.2 of the Zoning Ordinance states that, "Retaining walls shall be set back from a lot line a minimum of five feet or the distance equal to the height of the wall, whichever is greater." Given the location of the pond in proximity to the internal drive, and the required buffers along the pond, Staff can support locating the retaining wall within zero (0) feet of the public ROW, provided the applicant meets the conditioned approval of MOS 4 relating to internal sidewalk location.

Staff recommends approval with conditions of MOS 5.

Staff recommends approval with conditions of the Historic Magnolia Hall PUD Subdivision Development Plan.

PROCEDURAL REQUIREMENTS:

1. If the plan receives BOMA approval, the applicant shall upload the corrected plan to the online plan review website (<https://franklin.contractorsplanroom.com/secure/>). All revisions to the approved plans shall be “clouded.” With the resubmittal, each condition of approval/open issue in the online plan review system shall contain a full response from the applicant as to the satisfaction or completion of that condition.
2. The city’s project identification number shall be included on all correspondence with any city department relative to this project.

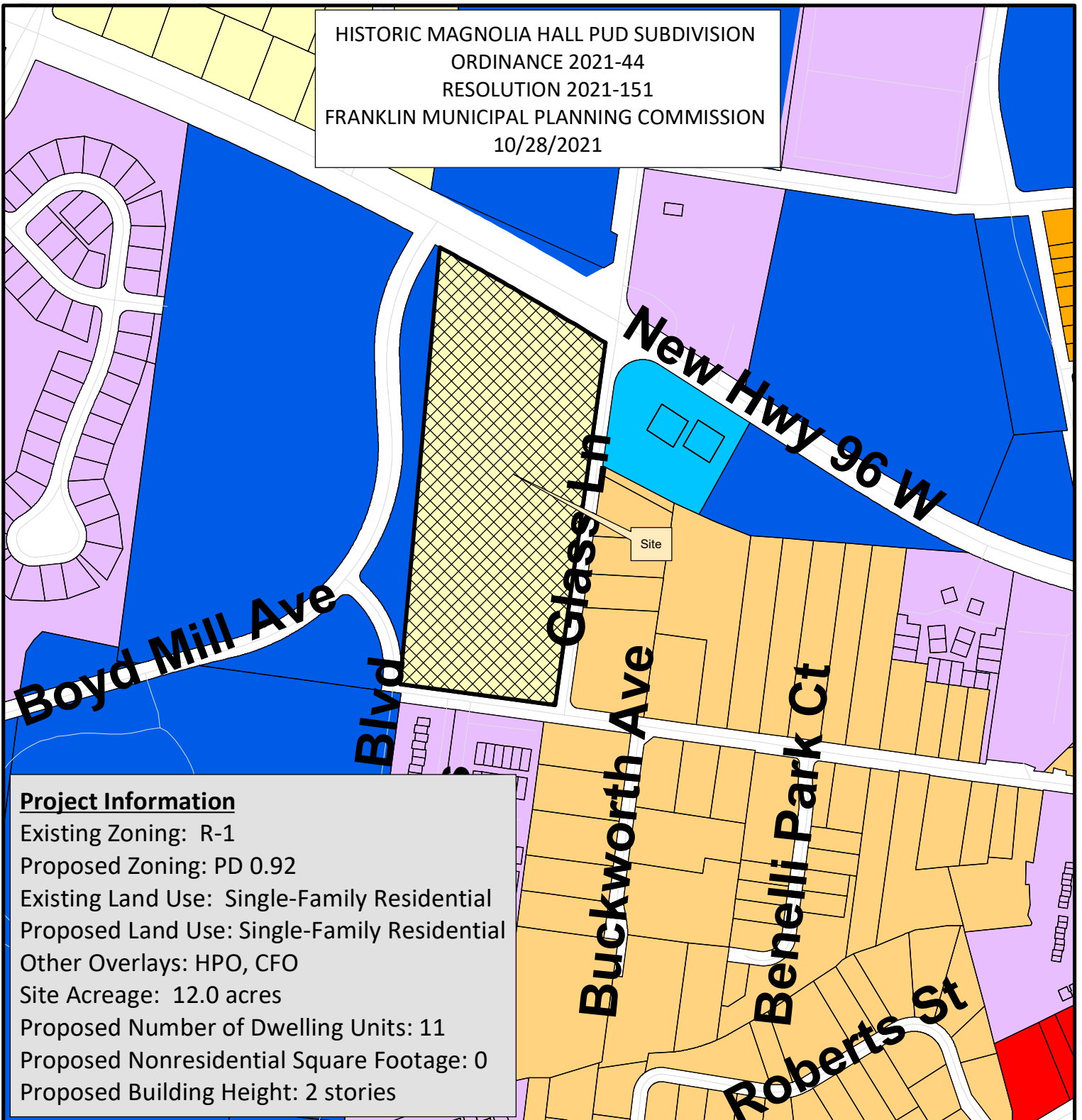
FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve with conditions Resolution 2021-151.

HISTORIC MAGNOLIA HALL PUD SUBDIVISION
ORDINANCE 2021-44
RESOLUTION 2021-151
FRANKLIN MUNICIPAL PLANNING COMMISSION
10/28/2021



Project Information

Existing Zoning: R-1
Proposed Zoning: PD 0.92
Existing Land Use: Single-Family Residential
Proposed Land Use: Single-Family Residential
Other Overlays: HPO, CFO
Site Acreage: 12.0 acres
Proposed Number of Dwelling Units: 11
Proposed Nonresidential Square Footage: 0
Proposed Building Height: 2 stories

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



0 200 400 800 Feet

This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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CONDITIONS OF APPROVAL:

Open Issues: 28 These issues are currently being filtered

Engineering - Development Plan Checklist

General Issues

6. F. Development Plan

kevin.long@franklintn.gov Applicant shall include a diagram of the finalized street typical cross-section in the Development Plan set.
[Edited By Kevin Long]

12. Linework

joe.marlo@franklintn.gov *Modification of Engineering Standards Determination provided in Comment #59.*

1. Applicant shall provide a street section within the Development Plan submittal matching that shown in [TS-6 Low Volume Local Street Sections](#), except as modified by approved Modifications of Standards to the Zoning Ordinance or approved Modification of Engineering Standards to the Street Specifications. See also Comment #6.
2. Applicant shall revise linework on plans to reflect street section and grading accordingly.

52. Cul-de-sac

joe.marlo@franklintn.gov *Comment to remain open as a Condition of Approval.*

At Site Plan, all cul-de-sac requirements required by the City of Franklin Street Standards that have not been modified by Modification of Standards (Zoning Ordinance) or Modification of Engineering Standards (Street Specifications) shall be met, including cul-de-sac minimum / maximum grade limitations.

54. Sidewalk (Highway 96)

joe.marlo@franklintn.gov A 6'-0" sidewalk and curb/gutter complying with the Street Technical Standards is required along frontage with Highway 96. *[COF Zoning Ordinance 9.6]*

55. Sidewalk (Glass Lane)

joe.marlo@franklintn.gov A 5'-0" sidewalk and curb/gutter complying with the Street Technical Standards is required along frontage with Glass Lane. *[COF Zoning Ordinance 9.6]*

56. Sidewalk (Boyd Mill Ave)

joe.marlo@franklintn.gov A 5'-0" sidewalk and curb/gutter complying with the Street Technical Standards is required along frontage with Boyd Mill Ave. *[COF Zoning Ordinance 9.6]*

57. Retaining Walls

joe.marlo@franklintn.gov Retaining walls shall be set back from a lot line a minimum of five feet or the distance equal to the height of the wall, whichever is greater. [COF Zoning Ordinance 13.2.2]

Should Modification of Standards Request #5 be approved allowing the wall to be located immediately adjacent to right-of-way, wall construction at this location shall consist of the following:

1. Retaining wall shall consist of a reinforced concrete cantilever wall and footing.
2. Retaining wall shall be faced with a stone veneer meeting Zoning Ordinance requirements.
3. Wall stem shall not encroach within right-of-way.
4. Wall shall be designed to resist a live load surcharge of 250 psf applied over the full extents of right-of-way.
5. A pedestrian guardrail shall be provided at the top of wall.

59. Modification of Engineering Standards Request

joe.marlo@franklintn.gov The following is a response to the revised Modification of Engineering Standards Request per Paul Holzen, City Engineer on 10/18/21.

Section 1.7 Standard Drawings and Typical Street Sections - RP-3 Local Street Curb and Gutter

Request: Replace Class 'A' concrete curb and gutter with a 12-inch concrete ribbon curb.

Determination: Conditionally Approved. Ribbon curb shall be a minimum of 12 inches wide and 8 inches deep with joints meeting those shown in Standard Drawing RP-3. Street shall be constructed with a single cross slope (i.e. no crown or inverted crown) to sheet flow runoff transversely across ribbon curb to a ditch section. Streets shall not be used to transport flow longitudinally down the street. Inlets shall not be used at ribbon curbs.

Section 2.2.4(1) Right-of-Way

Request: Reduce right-of-way for a low-volume local street from 52'-0" to 40'-0".

Determination: Denied. At this time, a sidewalk is required on both sides of the street, and a 52'-0" right-of-way width is needed to accommodate these sidewalks.

Section 2.3.6(2) Lane Widths

Request: Reduce lane width for a portion of the low-volume local street from 11'-0" to 9'-0" plus the width of the curb (12"). Reduced lane width proposed to extend approximately 280 feet into the property from Boyd Mill Avenue right-of-way.

Determination: Denied. For this particular location, the City Engineer will allow the minimum lane width to decrease to a minimum of 10'-6" exclusive of the concrete ribbon curb.

FIRE--Planning

General Issues

19. Fire Protection

curt.edelmann@franklintn.gov Applicant shall provide the results from a recent hydrant flow test showing the available water supply at 20-psi. The information shall be shown on the utility drawing. Flow test information must be received before project can move beyond One-Stop.

[Edited By Curt Edelmann]

20. Connectivity

curt.edelmann@franklintn.gov Connectivity is required in accordance with the city's zoning ordinance. Applicant is asking for an MOS.

This comment will remain open until the MOS is decided.

[Edited By Curt Edelmann]

48. Hydrant spacing

curt.edelmann@franklintn.gov The maximum spacing between hydrants is 500-feet. Note: Distance is measured by the path of travel along the roadway as the fire engine lays hose.

Spacing shown on Sheet C5.0 exceeds 500-feet.

[Edited By Curt Edelmann]

75. Auto-turn

curt.edelmann@franklintn.gov Auto-turn must show the fire truck accessing the site without running over curbs or striking parked vehicles or other objects.

Examples:



When resubmitting auto-turn, please use the specifications listed on the website. I'm concerned that the specifications you used does not consider the rear overhang, which is significant.

[Edited By Curt Edelmann]

Parks

General Issues

1. Parkland information

kevinl@franklintn.gov

The Parkland agreement has been received on 10-8-21 and submitted to Law for review.

Fees will be due at the first plat, not development plan stage.

The Parkland information is not correct as shown. The rate of units after inintial 25% is \$3,228 and shall be corrected. In yellow below caption.

Since the applicant will pay fees only then the items in red below can be removed form the plan set.

Parkland Dedication

The developer has decided to pay the Parkland Dedication in lieu of fees.

In general 10 Proposed units (1 Existing Unit) x \$4,304= \$43,040 to meet ordinance. Place bold type on plan set in site data chart to explain Parkland requirements.

25% of the total amount or \$10,760 will be due at final plat plus the number of dwellings for that phase at a rate of \$1,076 per unit.

The 25% or \$10,760 will not be reimbursable and will remain in Quad 4 for future Parks.

The 75% or \$32,280 is possible for reimbursement with an agreement and exhibits showing improvements.

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

(Ord. No. 2016-25 , § I, 5-22-2018)

Please contact Kevin at Parks if more info is needed.

tk

[Edited By Kevin Lindsey]

Planning

General Issues

63. Project number

joseph.bryan@franklintn.gov

Comment not addressed. Applicant shall revise Project Number to **7669** on all sheets.

70. Modification of Standards

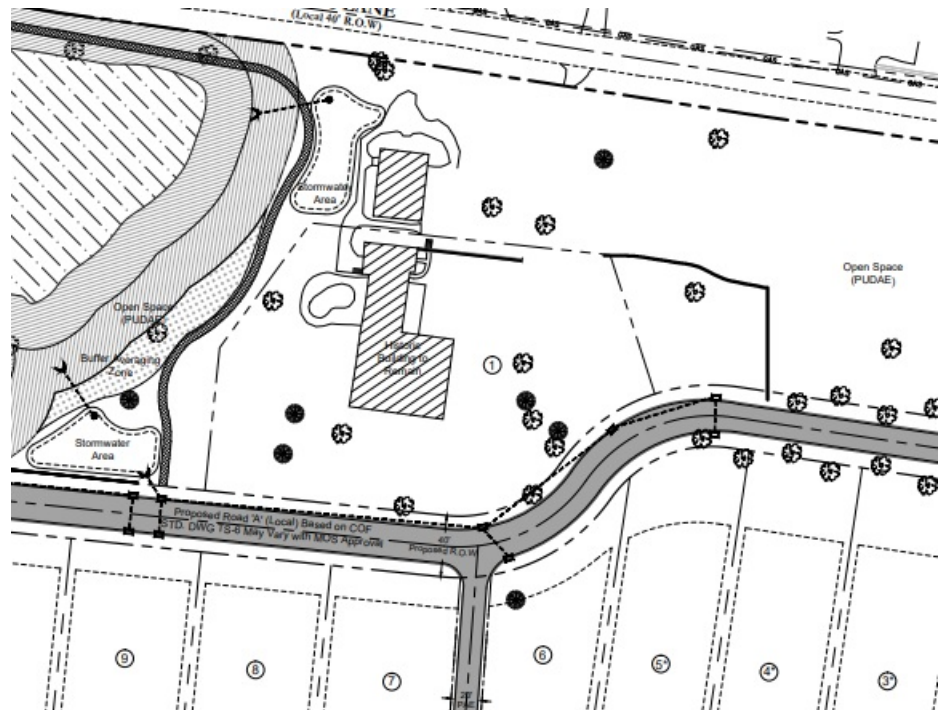
joseph.bryan@franklintn.gov

Staff cannot support MOS 1-3 for the removal of required sidewalks along the perimeter and internal to the development.

[Edited By Joseph Bryan]

71. Lot 1

joseph.bryan@franklin.tn.gov Applicant shall square off Lot 1 similar to what is shown below so the primary entrance fronts on to the new road/location of the historic driveway.



77. Modification of Standards

joseph.bryan@franklin.tn.gov MOS 4

Staff cannot support removing all of the internal sidewalks from the development plan. However, given the nature of the historic property and limited housing located on one side of the street, Staff can support installing sidewalks on the side of the road with the new construction.

As a condition of approval, the applicant must install sidewalks on the western side of the new road in order to serve the new houses.

78. Modification of Standards

joseph.bryan@franklin.tn.gov MOS 5

Due to site constraints and protection of the riparian buffer, staff can support locating the retaining wall within 5 feet of the public ROW.

79. Density

joseph.bryan@franklin.tn.gov Applicant shall revise proposed density to 0.92 in site data chart.

Planning (Landscape)

General Issues

14. Landscape Plan

jason.arnold@franklinton.gov

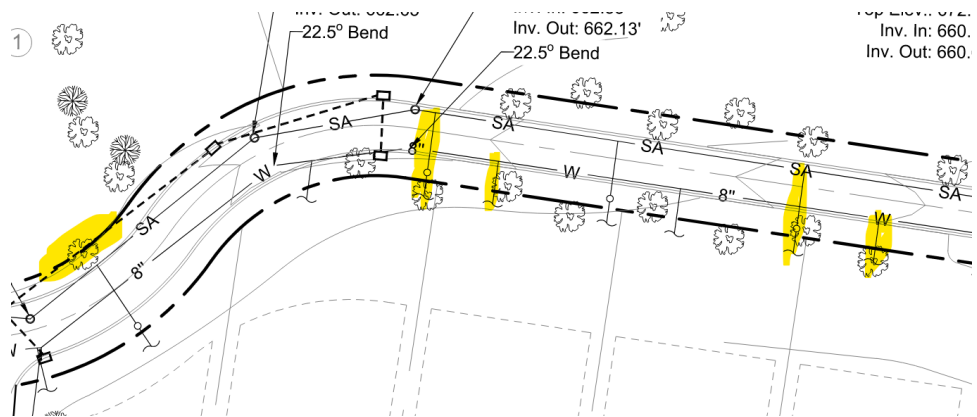
Removal of specimen trees shown to be saved, will require additional specimen replacement trees. The removal of the existing drive and the installation of a new road with utilities are hazards to the trees survival. To help survival, exposed tree roots need to be treated properly and promptly. Highlighted below are other potential hazards that could be adjusted to increase the chances of the trees survival.

Applicant shall add the following comments for the One-Stop review.

"If any of the specimen trees on the Tree Preservation Plan shown as to be preserved are removed or killed due to construction, these trees will require 2 to 1 replacement, in addition to the 270" of specimen replacement trees already noted."

"At any time of grading and or construction, any exposed tree roots shall be treated properly and promptly."

Please note that staff strongly prefers specimen replacement trees to be made on site.



[Edited By Jason Arnold]

Preservation/HZC

General Issues

45. Preliminary Recommendation from HZC

amanda.rose@franklinton.gov The Historic Zoning Commission voted 7-0 on October 11 to provide a favorable recommendation to the FMPC and BOMA for this item, based on the Staff Analysis and Recommendation.

Stormwater

General Issues

27. Drainage

ellen.moore@franklinton.gov This is an advisory comment and does not affect development plan approval.

Applicant shall analyze the two downstream structures from any outfall onsite, including the existing outfall of the pond and the crossing under Glass Lane, at site plan stage to ensure existing infrastructure can handle the flows from the 10 yr storm. Applicant should be aware that if work has to be completed at the outfall of the pond an ARAP may be needed.

44. Riparian Buffer

jeff.willoughby@franklintn.gov **If any encroachment of any kind is shown in the riparian buffers** then a formal variance request shall be submitted and approved before final plan approval will be granted.

Additionally, if buffer averaging is being shown then a buffer management plan shall be submitted and approved before final plan approval will be granted as well.

Please submit all variance requests to Jeff.Willoughby@franklintn.gov.

65. Stormwater Management Plan

ellen.moore@franklintn.gov Previous comment not addressed, "
Applicant shall provide details and exhibits for the rehabilitation and repairs of the outlet structure and the existing pond."

Water/Sewer

General Issues

60. Reclaim Water

ben.mcneil@franklintn.gov Understood, the applicant must revise the note for the reclaim water to be addressed at site plan. As of now, the reclaim water must read that the applicant will continue to work with Water management staff to determine the reclaim water demands and determine the reclaim water extension is feasible for the development. If the reclaim water demands do not justify the extension, a letter will be drafted to request denial of reclaim water extension to the Director of Water Management.

Water

The proposed project is expected to add 3,500 gpd to the existing sewer treatment system. An availability study will be needed to understand the overall effect this project will have on the City of Franklin treatment system.

Reclaimed Water

The proposed project does not plan to use the reclaimed water system.

STANDARD
UNREMARKED

U

Zoning

General Issues

61. Address

lori.jarosz@franklintn.gov I have forwarded the street names to the county again for approval.

62. Address

lori.jarosz@franklintn.gov Addressing will be done as soon as the street names have been approved.

76. Mail Kiosks

lori.jarosz@franklintn.gov Please label and show the location of the mail kiosks.

RESOLUTION 2021-151

A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR HISTORIC MAGNOLIA HALL PUD SUBDIVISION, WITH 5 MODIFICATIONS OF DEVELOPMENT STANDARDS (SIDEWALKS, RETAINING WALLS), FOR THE PROPERTY LOCATED NORTH OF BOYD MILL AVENUE AND WEST OF GLASS LANE, AT 600 BOYD MILL AVENUE.

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, has, or will, approve the zoning for the property as part of Ordinance 2021-44; and

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

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

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

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

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

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

PREMISES CONSIDERED	
Map-Parcel	Acres
78-7.00	12.0
Total	12.0

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

SECTION III. That the overall entitlements for the Historic Magnolia Hall PUD are as follows:

Entitlements	Historic Magnolia Hall PUD
Base Zone District	PD 0.92
Other Zoning Overlays	HPO, CFO
Number of Dwelling Units	11
Number of Nonresidential Square Footage	0
Number of Hotel Rooms	0
Open Space Requirements	n/a
Number of Phases in Development	1

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

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

MOS 1: Request to not require sidewalks along Highway 96 West. Approved: _____ Denied: _____	9.6.1(A) Pedestrian Circulation-Placement and Connections Sidewalks and curb shall be required on both sides of public and private streets and internal drives. <i>Staff recommended <u>denial</u>.</i>
MOS 2: Request to not require sidewalks along Glass Lane. Approved: _____ Denied: _____	9.6.1(A) Pedestrian Circulation-Placement and Connections Sidewalks and curb shall be required on both sides of public and private streets and internal drives. <i>Staff recommended <u>denial</u>.</i>

MOS 3: Request to not require sidewalks along Boyd Mill Avenue. Approved: _____ Denied: _____	9.6.1(A) Pedestrian Circulation-Placement and Connections Sidewalks and curb shall be required on both sides of public and private streets and internal drives. <i>Staff recommended <u>denial</u>.</i>
MOS 4: Request to not require sidewalks from one side of the internal drive. Approved: _____ Denied: _____	9.6.1(A) Pedestrian Circulation-Placement and Connections Sidewalks and curb shall be required on both sides of public and private streets and internal drives. <i>Staff recommended <u>approval with conditions</u>.</i>
MOS 5: Request to locate retaining walls within 5ft of Public ROW. Approved: _____ Denied: _____	13.2.2 Pedestrian Circulation-Placement and Connections Retaining walls shall be set back from a lot line a minimum of five feet or the distance equal to the height of the wall, whichever is greater. <i>Staff recommended <u>approval with conditions</u>.</i>

SECTION VI. That this Resolution shall take effect from and after the passage of Ordinance 2021-44, on third and final reading, the health, safety, and welfare of the citizens requiring it.

Eric S. Stuckey
City Administrator

Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PREAPPLICATION CONFERENCE: _____8/3/2021_____

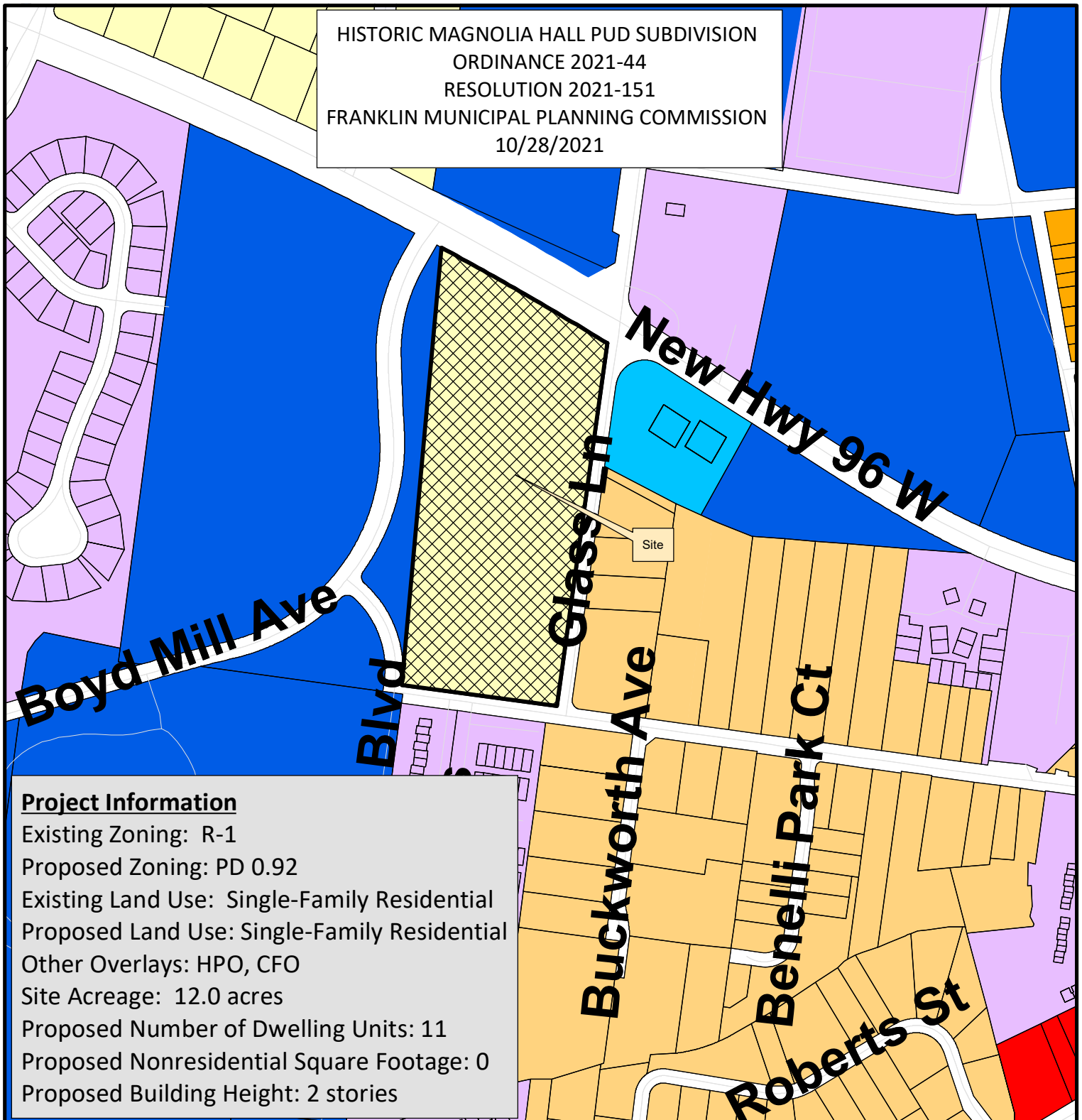
BOMA/FMPC JOINT CONCEPTUAL WORKSHOP: _____9/23/2021_____

NEIGHBORHOOD MEETING: _____8/5/2021_____

PLANNING COMMISSION RECOMMENDED APPROVAL: _____

PUBLIC HEARING AND BOMA APPROVAL: _____

HISTORIC MAGNOLIA HALL PUD SUBDIVISION
ORDINANCE 2021-44
RESOLUTION 2021-151
FRANKLIN MUNICIPAL PLANNING COMMISSION
10/28/2021



Project Information

Existing Zoning: R-1
 Proposed Zoning: PD 0.92
 Existing Land Use: Single-Family Residential
 Proposed Land Use: Single-Family Residential
 Other Overlays: HPO, CFO
 Site Acreage: 12.0 acres
 Proposed Number of Dwelling Units: 11
 Proposed Nonresidential Square Footage: 0
 Proposed Building Height: 2 stories

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



0 200 400 800 Feet

This map was created by the Franklin Planning Department.
 It was compiled from the most authentic information available.
 The City is not responsible for any errors or omissions contained herein.
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Construction Sequencing Narrative

The property contains multiple sensitive areas that require a unique phasing, staging, and construction sequence. The most significant sensitive areas are the sewer installation and the stream buffer. The following is a chronological order of construction as well as notes about protecting those sensitive areas.

1. Erosion Control. First, initial erosion control will be installed with silt fence running along the buffer to clearly delineate the buffer. Another row of silt fence will also be installed along the northern property line clearly marking the absolute limits of disturbance.
2. Demolition of Building. Prior to demolition, the contractor shall work with the City of Franklin to situate an emergency bypass pumping system along the sanitary sewer should any unforeseen failures occur to the existing pipe during demolition. During demolition, if any equipment or workers are required to be in the edges of the buffer to tear down the building, only the necessary portions of silt fence along the buffer will be removed for limited access into the buffer.
3. Grading. After demolition, the initial grading will occur to prep the site for building construction. The bioretention will be preliminarily be excavated.
4. Installation of Sewer. The contractor shall work closely with City of Franklin to install the new sewer line. Once complete, the contractor will coordinate with Franklin to switch over active service from the old pipe to the new pipe.
5. Completion of Bioretention. Once the site is stabilized the bioretention can be completed and should be adequately protected from any construction debris runoff.
6. Completion of Building. During building construction, some encroachment into the edges of the buffer will be necessary. Allowable encroachments into the buffer are foot traffic, track hoe, tracked skid steers, lifts for transport of material and labor, and scaffolding. Once complete, all equipment and scaffolding shall be removed and the full buffer enhancement will be completed. Signs will be installed and no other encroachments shall be allowed.

Grading & Drainage General Notes

1. Grading Permit is required for any project disturbing more than 10,000 sq ft adding more than 5,000 sq ft of impervious surface or for any site grading requiring stockpiling of material.
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3. Contractor shall obtain and keep all of the following items on the jobsite at all times during construction:
 - a. Approved, Stamped and Signed Water and/or Sewer Plans
 - b. Water & Sewer Infrastructure Installation Permit, with all steps completed and signed by appropriate City employees.
 - c. Copy of approved availability request response letter.
 - d. A copy of all approved Cut Sheets.
4. Acceptance of City of Franklin public water infrastructure, sanitary sewer infrastructure and/or reclaimed water infrastructure shall become the responsibility of the City of Franklin, TN following approval from the City of Franklin Inspectors and acceptance by the Franklin Municipal Planning Commission. The Acceptance date shall be based on the day maintenance sureties are established by the Franklin Municipal Planning Commission.
5. Prior to the acceptance of City of Franklin public water infrastructure, sanitary sewer infrastructure and/or reclaimed water infrastructure the contractor shall be required to submit as-built drawings to the Water Management Department.
6. All off-site work within the public right-of-way shall require an approved traffic control plan which complies with the MUTCD. No off-site excavation may be undertaken in any street, road, alley or right-of-way of any utility or temporary construction easement of the City of Franklin by any entity unless 72-hour notice has been given to the City of Franklin Traffic Operations Center. The contractor shall have an approved traffic control plan onsite during construction.
7. Any damages caused to existing utilities during construction shall, at his own expense, be replaced or repaired to original condition and quality, as approved by the owner and representative of the appropriate utility company, by the Contractor.
8. Prior to installation of fire protection water lines (aka "underground"), the licensed fire protection contractor who will be installing the fire line or supervising the installation shall submit Underground Fire Protection plans to the fire department via the online review system.

Use of the Civil Site Plan is not permitted for use as the "installation shop drawing" nor shall approval of the site plan's utility sheets be considered as an approval of the fire protection work to be performed.

ROW & Access General Notes

1. Prior to beginning any construction, the Developer and/or Contractor, shall obtain all necessary permits as required by law. Such permits may include, but are not limited to, those required by State of Tennessee, Williamson County and other City of Franklin agencies.
2. All off-site work within the public right-of-way shall require an approved traffic control plan which complies with the MUTCD. No off-site excavation may be undertaken in any street, road, alley or right-of-way of any utility or temporary construction easement of the City of Franklin by any entity unless 72-hour notice has been given to the City of Franklin Traffic Operations Center. The contractor shall have an approved traffic control plan onsite during construction.
3. Construction materials shall be fully tested in accordance with the designations and requirements within the referenced "TDOT Standard Specifications" sections, unless otherwise noted within the "Standard Specifications" section of the City of Franklin Transportation & Street Technical Standards.
4. An authorized representative of the City shall make a final inspection of the project after completion to determine acceptability of the work and for release of performance bonds if required. Before this final inspection can be made, the Engineer responsible for the project shall certify in writing to the City Engineer that the work has been completed in accordance with approved plans and specifications.
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6. All temporary striping shall conform to "Standard Specifications for Road and Bridge Construction," published by TDOT, the latest revision except as herein amended. When approved, temporary striping shall be required prior to the opening of a street for travel where pavement and/or permanent striping cannot be completed due to weather and/or time constraints.

7. Thermoplastic pavement markings should be used on all public and private City street projects. Thermoplastic traffic striping and pavement markings shall conform to Section 716.03 "Thermoplastic Pavement Markings", of the Tennessee Department of Transportation Specifications (TDOT), and to the City of Franklin Transportation & Street Technical Standards.

Historic Property Information

This site is a Historic property within the Boyd Mill Avenue Historic District. Nearby historic properties include:

- Magnolia Hall - Located onsite at 600 Boyd Mill Ave.

Comprehensive Review at Site Plan

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

Parkland Dedication

The developer has decided to pay the Parkland Dedication in lieu of fees.

In general 10 Proposed units (1 Existing Unit) x \$4,304= \$43,040 to meet ordinance. Place bold type on plan set in site data chart to explain Parkland requirements.

25% of the total amount or \$10,760 will be due at final plat plus the number of dwellings for that phase at a rate of \$1,076 per unit.
The 25% or \$10,760 will not be reimbursable and will remain in Quad 4 for future Parks.
The 75% or \$32,280 is possible for reimbursement with an agreement and exhibits showing improvements.

The developer shall enter into a contract with the city which contains terms and conditions relative to the parkland impact fees required to be paid by the developer and/or any off-sets granted for parkland dedication and/or construction of park improvements as may be requested by the developer. Such contract shall be finalized concurrently with the approval of a development plan or site plan when a development plan is not required. When neither a development plan or site plan exist, the contract shall be approved by BOMA prior to the issuance of a building permit and shall contain financial assurances to the city.
(Ord. No. 2016-25, § 1, 5-22-2018)

Development Plan

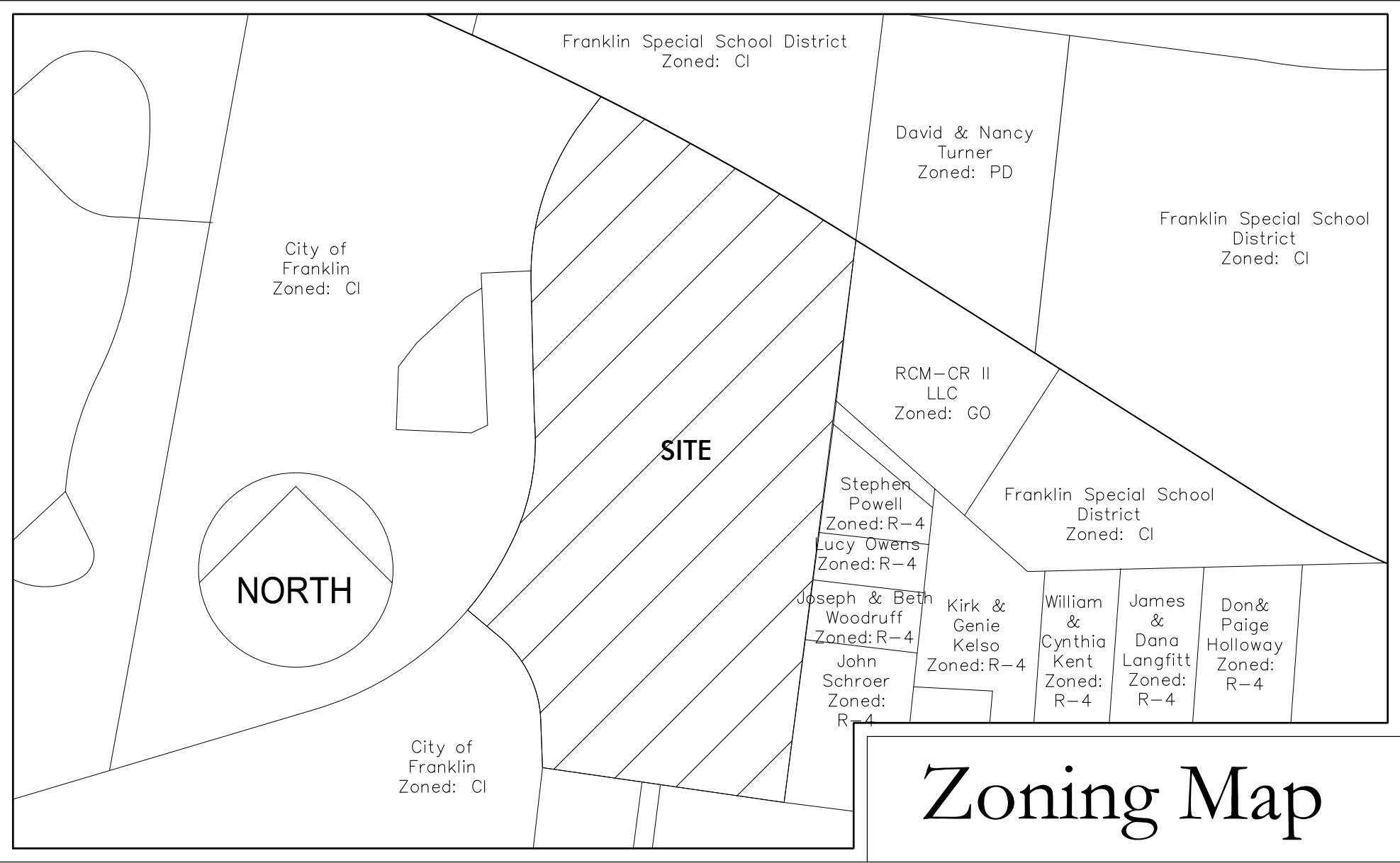
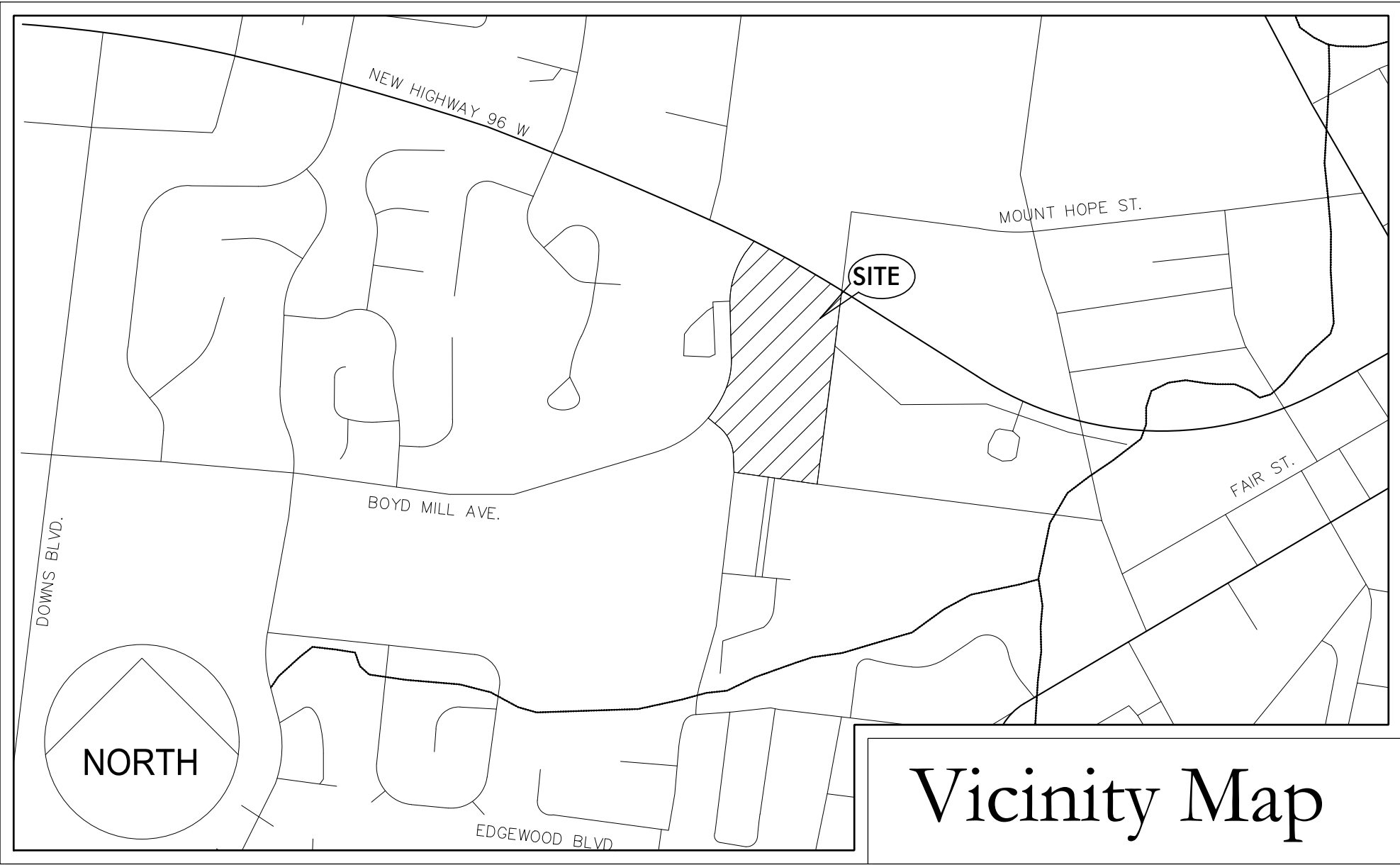
Historic

Magnolia Hall

Map 78 Parcels 7

Franklin, Williamson Co., Tennessee

Project Number: 7668



Development Summary

Owners of Record

Julia Inman
600 Boyd Mill Ave.
Franklin, TN 37064
Phone
Email

Developer

Bernie Butler
D9 Arlington, LLC
2300 Foxhaven Dr.
Franklin, TN 37069
615.419.6933
berniebutler@comcast.net

Surveyor

Wilson & Associates, P.C.
108 Beasley Dr.
Franklin, TN 37064
615.905.9030
smcgowan@wilsonpc.com

Civil Engineer

Dale & Associates (Adam Seger, PE)
516 Heather Place
Nashville, Tennessee 37204
615.297.5166
adam@daleandassociates.net

Property Information

Map 78, Parcel 7
600 Boyd Mill Ave.
Franklin, TN 37064
Total Site Area - 12.00 Ac.
Site Zoning - R-1

Floodnote

This Property Does Not Lie Within a Flood Hazard Area as Depicted on the Current Flood Insurance Rate Maps (FIRM) Number 47187C0192G Dated 12/22/2016.

Benchmark

PK Nail Set in Driveway
Elevation = 458.63
NAVD 88
North 580.298.54'
South 1,706,119.87'

Electric Service

Middle Tennessee Electric
Membership Corporation
2156 Edward Curd Lane
Franklin, Tennessee 37067
615.794.1102

Water Service

City of Franklin Water
124 Lumber Dr.
Franklin, Tennessee 37064
615.794.4554

Sewer Service

City of Franklin Sewer
124 Lumber Dr.
Franklin, Tennessee 37064
615.794.4554

Telephone Service

Bellsouth
866.620.6000

Utility Location

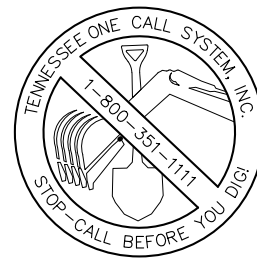
Tennessee One-Call
800.351.1111

SHEET SCHEDULE

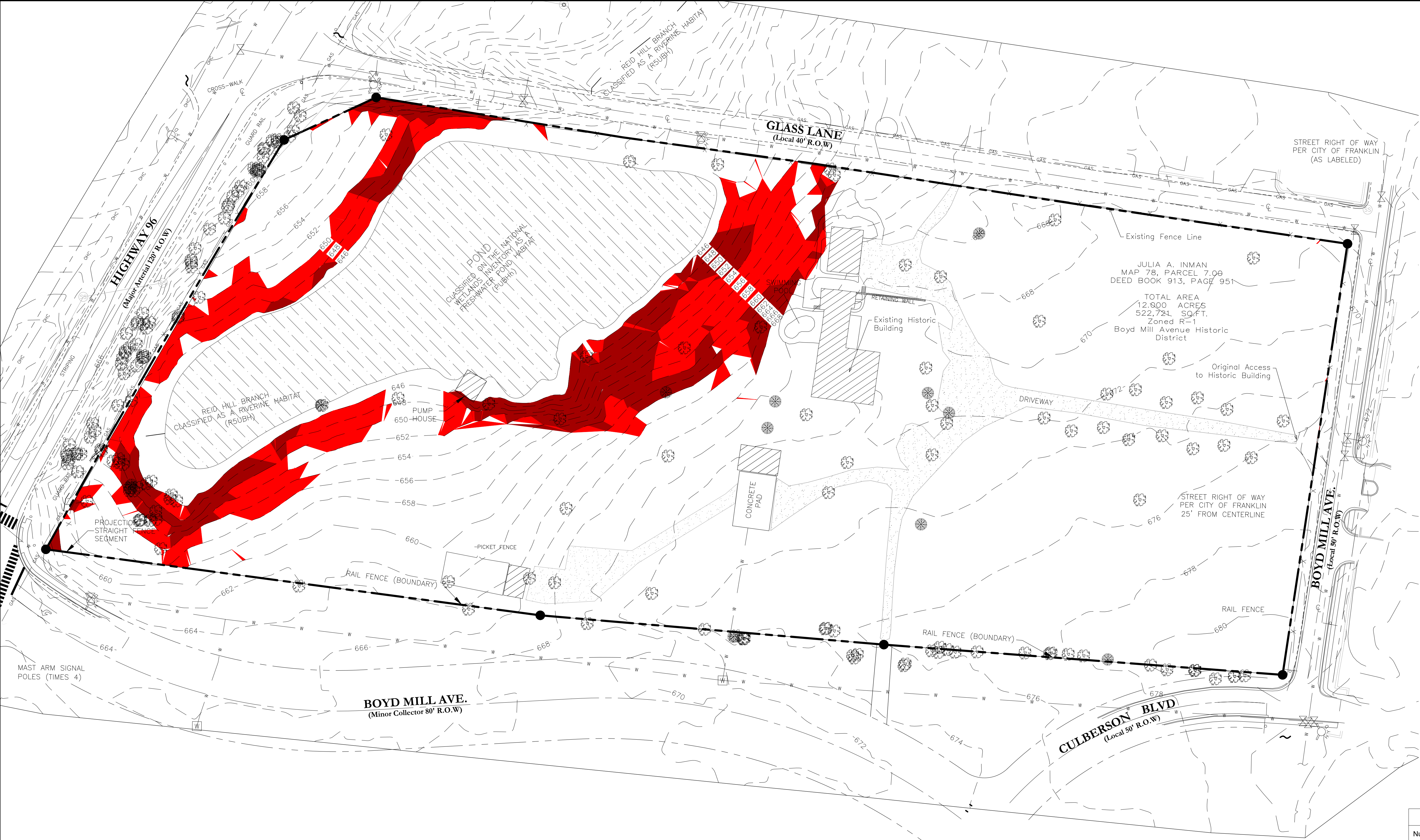
- C0.0 Project Notes and Standards
- C1.0 Existing Conditions
- C2.0 Development Plan
- C3.0 Grading & Drainage Plan
- C4.0 ROW & Access Plan
- C5.0 Utility Plan
- P3.0 Sewer Plan & Profile

Modification of Standards Request

1. Section 9.6.1 of Zoning Code. This project requests a modification of standards to not require sidewalk on the street frontages of Highway 96. The existing conditions of the south side of Highway 96 is a steep dropoff from the edge of pavement down to the property. There is currently a guardrail along the south side of Hwy 96 at the edge of pavement, and the embankment is thickly vegetated. At the bottom of this slope into the property is an existing lake that is being preserved. A riparian buffer exists along this lake, which means that a good portion of the roadside along Hwy 96 is also located within this existing buffer. By installing a sidewalk along the south side of Hwy 96, it would require significant fill along this embankment that would get into the lake, the buffer and into the historic property. Furthermore, if the sidewalk was built tight against the road, it is creating a pedestrian way immediately adjacent to a major highway, and if the sidewalk were to be moved out away from the road, it would require filling the north portion of the lake, neither of which are desirable.
2. Section 9.6.1 of Zoning Code. This project requests a modification of standards to not require sidewalk on the street frontages of Glass Lane. The property frontage along Glass Lane consists of two different reasonings and requests to not install sidewalk. The north half of Glass Lane is along the dam of the existing lake, and is very steep off the western edge of Glass Lane. By installing sidewalk along this stretch of Glass Lane would require significant grading into the lake buffer and into the property, and a probable relocation of power lines. It is not anticipated that the sidewalk would be utilized along this section of Glass Lane and seems to be more of a hardship than what its worth. The south half of Glass Lane is adjacent to the historic Magnolia Hall home, and it is the preference of the neighbors and historic patrons to leave the entire property as rural and historic looking as possible.
3. Section 9.6.1 of Zoning Code. This project requests a modification of standards to not require sidewalk on the street frontages of Boyd Mill Road. The property frontage along Boyd Mill is along an existing grass embankment and there is no other sidewalk along the north side of Boyd Mill in either direction of this property. Therefore any sidewalk proposed along this portion of Boyd Mill would not extend east or west, and it would be to the detriment of the desire of the Historic Property. There is also an existing sidewalk along the south side of Boyd Mill where pedestrians are more likely to walk.
4. Section 9.6.1 of Zoning Code. This project requests a modification of standards to not require sidewalk on the street frontages along the internal drive. The intent of the project is to preserve the historic aesthetic of the property and by adding sidewalk along the internal drive it will take away from that aesthetic that the project is aiming for.
5. Section 13.2.2 of the Zoning Code. This project requests a modification of standards to allow a retaining wall along a portion of the proposed street near the existing lake. This is needed to allow the construction of the street near the 30' zone 1 riparian buffer associated with the existing lake. The wall will be faced with a decorative stone or masonry to match the character of the subdivision. The justification for this request is to allow the wall so as not to grade into the 30' zone 1 buffer.



Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying
516 Heather Place
Nashville, TN 37204
(615) 297-5166
D&A Project #20078
1020 Jefferson
C0.0



Development Summary

Map 78, Parcel 7
600 Boyd Mill Ave.
Franklin, TN 37064

Total Site Area - 12.00 Ac.
Site Zoning - R-1
Proposed Zoning: PD1.09
Overlay Zoning: CFO, HPO
Project #7668

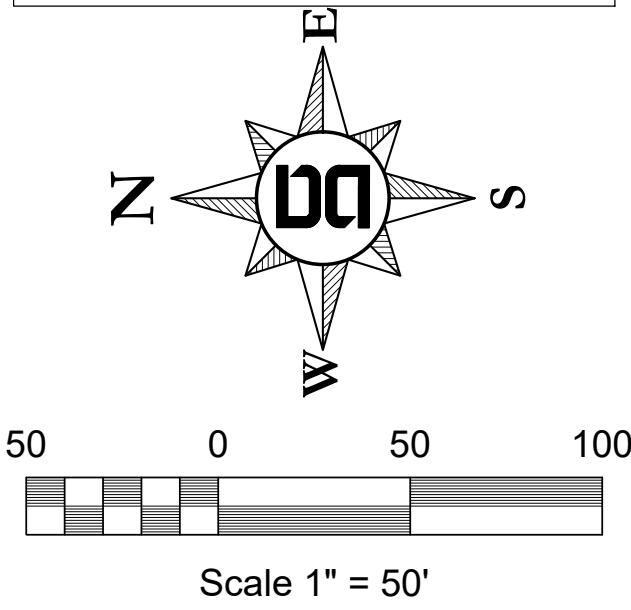
Owner
Julia Inman
600 Boyd Mill Ave.
Franklin, TN 37064
Phone
Email

Developer
Bernie Butler
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2300 Foxhaven Dr.
Franklin, TN 37069
615.419.6933
berniebutler@comcast.net

Engineer
Dale and Associates
Contact: Adam Seger
516 Heather Place
Nashville, TN 37204
615.297.5166
adam@daleandassociates.net

Floodnote
This Property does Not Lie Within a Flood
Hazard Area as Depicted on the Current
Flood Insurance Rate Maps (FIRM) Number
47187C0192G Dated 12/22/2016.

Benchmark 1
PK Nail Set in Driveway
Elevation =
NAD 83
North 580,298.54'
South 1,706,119.87'



Survey Data

Field-run Topographic Survey,
Conducted on 7/21/21

Regulations

Wilson & Associates, P.C.
108 Beasley Dr.
Franklin, TN 37064
615.905.9030
smcgowan@wilsonpc.com

Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	14.00%	19.99%	Red
2	20.00%	100.00%	Dark Red

- Grading & Drainage General Notes**
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Existing Stormwater Narrative
The existing site consists of an existing historic home, including gravel drives and open area with trees and cultivated grass. The site also includes an existing pond which the all of the site drains to. The pond contains an outlet structure that controls the amount of stormwater discharge leaving the site.

Existing Grading & Drainage Data Chart

- Site Area: 12.00 AC
- Impervious Area: 0.75 AC
- Rv Value: 0.228
- Peak Flow Runoff (Discharging from Pond)
 - 2 year: 0.00 cfs
 - 5 year: 0.00 cfs
 - 10 year: 0.13 cfs
 - 25 year: 1.14 cfs
 - 50 year: 2.16 cfs
 - 100 year: 3.83 cfs



PERMITS:

Tracking #

Dale & Associates

Civil Engineering
Land Planning & Zoning
Surveying

516 Heather Place
Nashville, TN 37204
(615) 297-5166

D&A Project #21002
Historic Magnolia Hall
C1.0

Drawing Date:
July 2021

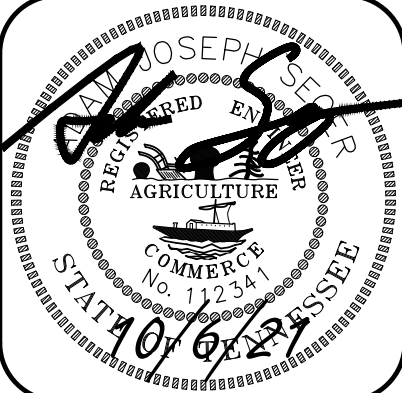
Revisions
10/6/21 - Development Plan

Planned District

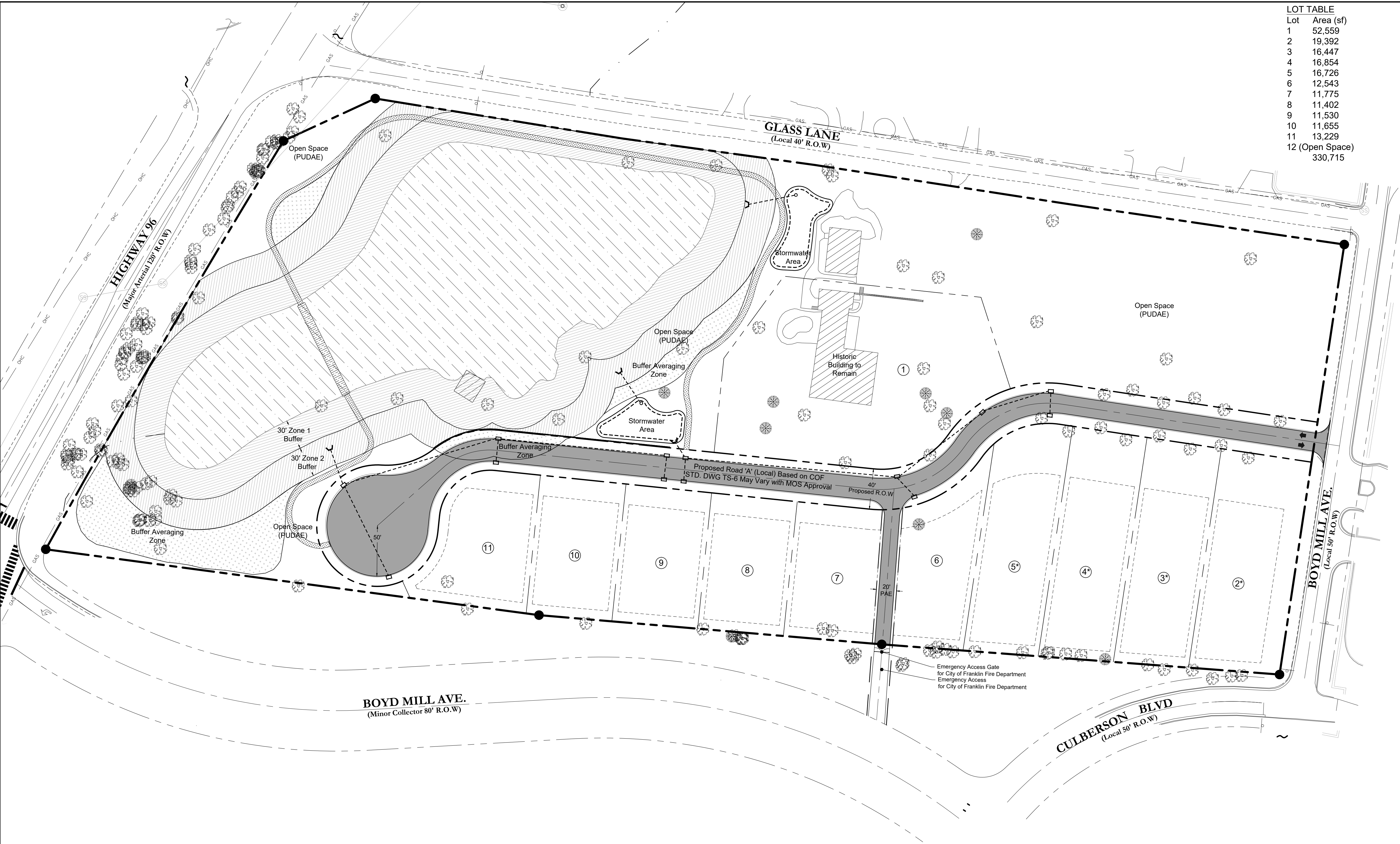
Historic Magnolia Hall

Map 78 Parcels 7

Franklin, Williamson County, Tennessee



Existing
Conditions



LOT TABLE

Lot	Area (sf)
1	52,559
2	19,392
3	16,447
4	16,854
5	16,726
6	12,543
7	11,775
8	11,402
9	11,530
10	11,655
11	13,229
12 (Open Space)	330,715

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600 Boyd Mill Ave.
Franklin, TN 37064

Total Site Area - 12.00 Ac.
Site Zoning - R-1
Proposed Zoning: PD1.09
Overlay Zoning: CFO, HPO
Project #7668

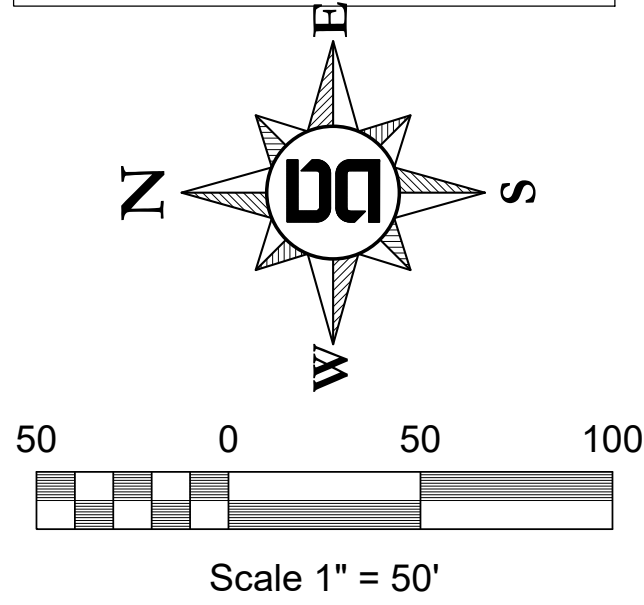
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Benchmark 1
PK Nail Set in Driveway
Elevation =
NAD 83
North 580,298.54'
South 1,706,119.87'



Site Data Chart

Magnolia Hall
Project #7668
600 Boyd Mill Ave.
Franklin, TN 37064
Map 78, Parcel 7
Total Site Area - 12.00 Ac. (522,720 sq ft)
Vesting

Regulations
Base Zoning: R-1
Proposed Zoning: PD
Overlay Zoning: CFO, HPO
Building Types: Single Family Dwellings
Lot Width: 73ft
Lot Size: 10,000 sq ft
Setbacks
Front Yard: 10ft - 20ft
Side Yard: 5ft
Rear Yard: 5ft
Dwelling Count by Type: 11 Single Family
Building Heights: 2 stories max
Historic Resource Treatment: Yes

Statement of Impacts

Police/Fire

The proposed project is a residential project consisting of roadways designed for emergency vehicles. The residential project does not anticipate any adverse impact on police or fire departments in any way.

Solid Waste

The proposed development with include garbage and recycling roll away can for pick up by public or private garbage trucks. The proposed roadway has been designed for Franklin standard garbage trucks.

Public Recreational Facilities

The proposed project will not have any impact to public recreational facilities.

Envision Franklin - Conservation Subdivision

The proposed development complies with Envision Franklin's Conservation Subdivision and specifically the Boyd Mill Avenue Magnolia Hall Historic Estate classification, in many ways. One of the most important is by limiting the use to clustered single-family residents only. This project also complies with Envision Franklin by retaining 50% open space, that open space includes walking trails, scenic vistas of the existing pond and woodlands. The open space is to be retained in perpetuity to preserve the scenic views of the historic building that is to remain onsite. The architectural style has also been taken into consideration to help emphasize the character and beauty of the historic home.

*Denotes lots with a 50' front setback. The 50' setback has been added to these lots to help bolster the beauty of Magnolia Hall



PERMITS:

Tracking #

Dale & Associates

Civil Engineering
Land Planning & Zoning
Surveying

516 Heather Place
Nashville, TN 37204
(615) 297-5166

D&A Project #21002
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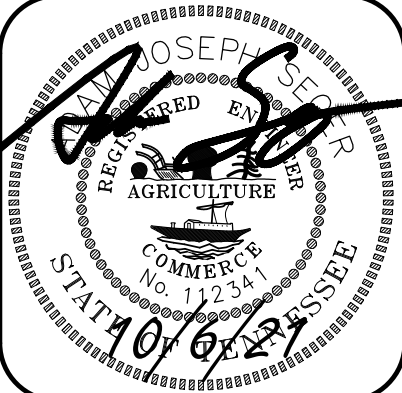
Revisions
10/6/21 - Development Plan

Planned District

Historic Magnolia Hall

Map 78 Parcels 7

Franklin, Williamson County, Tennessee



Development Plan

MAGNOLIA HALL

PROPOSED SITE/ RESIDENTIAL DEVELOPMENT

Boyd Mill Avenue, Franklin, TN



ARCHITECTURAL RESIDENTIAL
STYLE/DESIGN EXAMPLES



Construction Sequencing Narrative

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5. Prior to the acceptance of City of Franklin public water infrastructure, sanitary sewer infrastructure and/or reclaimed water infrastructure the contractor shall be required to submit as-built drawings to the Water Management Department.
6. All off-site work within the public right-of-way shall require an approved traffic control plan which complies with the MUTCD. No off-site excavation may be undertaken in any street, road, alley or right-of-way of any utility or temporary construction easement of the City of Franklin by any entity unless 72-hour notice has been given to the City of Franklin Traffic Operations Center. The contractor shall have an approved traffic control plan onsite during construction.
7. Any damages caused to existing utilities during construction shall, at his own expense, be replaced or repaired to original condition and quality, as approved by the owner and representative of the appropriate utility company, by the Contractor.
8. Prior to installation of fire protection water lines (aka "underground"), the licensed fire protection contractor who will be installing the fire line or supervising the installation shall submit Underground Fire Protection plans to the fire department via the online review system.

Use of the Civil Site Plan is not permitted for use as the "installation shop drawing" nor shall approval of the site plan's utility sheets be considered as an approval of the fire protection work to be performed.

ROW & Access General Notes

1. Prior to beginning any construction, the Developer and/or Contractor, shall obtain all necessary permits as required by law. Such permits may include, but are not limited to, those required by State of Tennessee, Williamson County and other City of Franklin agencies.
2. All off-site work within the public right-of-way shall require an approved traffic control plan which complies with the MUTCD. No off-site excavation may be undertaken in any street, road, alley or right-of-way of any utility or temporary construction easement of the City of Franklin by any entity unless 72-hour notice has been given to the City of Franklin Traffic Operations Center. The contractor shall have an approved traffic control plan onsite during construction.
3. Construction materials shall be fully tested in accordance with the designations and requirements within the referenced "TDOT Standard Specifications" sections, unless otherwise noted within the "Standard Specifications" section of the City of Franklin Transportation & Street Technical Standards.
4. An authorized representative of the City shall make a final inspection of the project after completion to determine acceptability of the work and for release of performance bonds if required. Before this final inspection can be made, the Engineer responsible for the project shall certify in writing to the City Engineer that the work has been completed in accordance with approved plans and specifications.
5. Locating and coordination for the relocation of existing utilities is the responsibility of the contractor. Tennessee's One-Call and the City of Franklin utility location service shall be utilized in addition to coordination with local utility owners. The contractor shall at all times protect existing utilities and will be responsible for costs due to damage caused to any utility lines.
6. All temporary striping shall conform to "Standard Specifications for Road and Bridge Construction," published by TDOT, the latest revision except as herein amended. When approved, temporary striping shall be required prior to the opening of a street for travel where pavement and/or permanent striping cannot be completed due to weather and/or time constraints.

7. Thermoplastic pavement markings should be used on all public and private City street projects. Thermoplastic traffic striping and pavement markings shall conform to Section 716.03 "Thermoplastic Pavement Markings", of the Tennessee Department of Transportation Specifications (TDOT), and to the City of Franklin Transportation & Street Technical Standards.

Historic Property Information

This site is a Historic property within the Boyd Mill Avenue Historic District. Nearby historic properties include:

- Magnolia Hall - Located onsite at 600 Boyd Mill Ave.

Comprehensive Review at Site Plan

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

Parkland Dedication

The developer has decided to pay the Parkland Dedication in lieu of fees.

In general 10 Proposed units (1 Existing Unit) x \$4,304= \$43,040 to meet ordinance. Place bold type on plan set in site data chart to explain Parkland requirements.

25% of the total amount or \$10,760 will be due at final plat plus the number of dwellings for that phase at a rate of \$1,076 per unit.

The 25% or \$10,760 will not be reimbursable and will remain in Quad 4 for future Parks.

The 75% or \$32,280 is possible for reimbursement with an agreement and exhibits showing improvements.

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

(Ord. No. 2016-25 , § I, 5-22-2018)

Development Plan

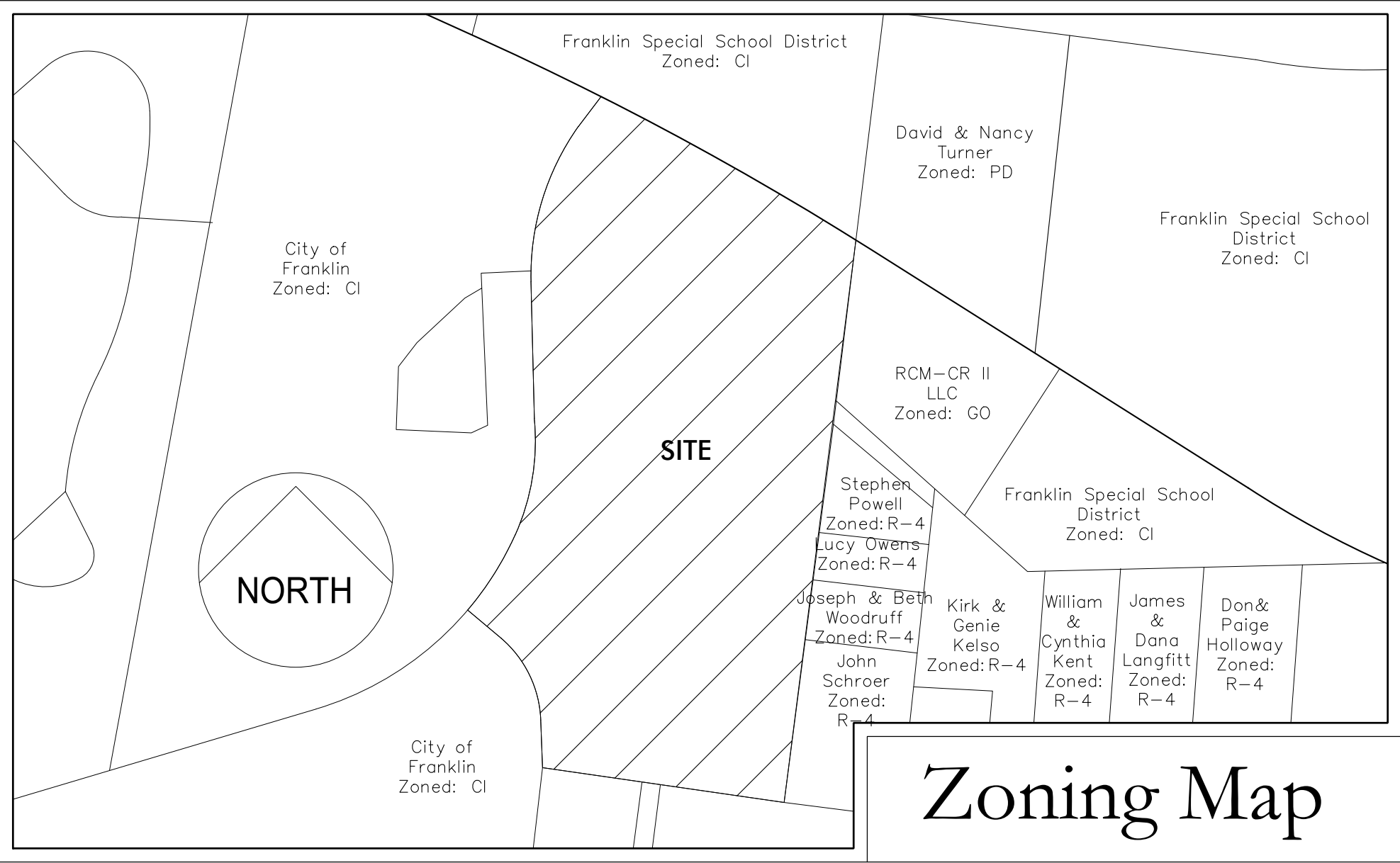
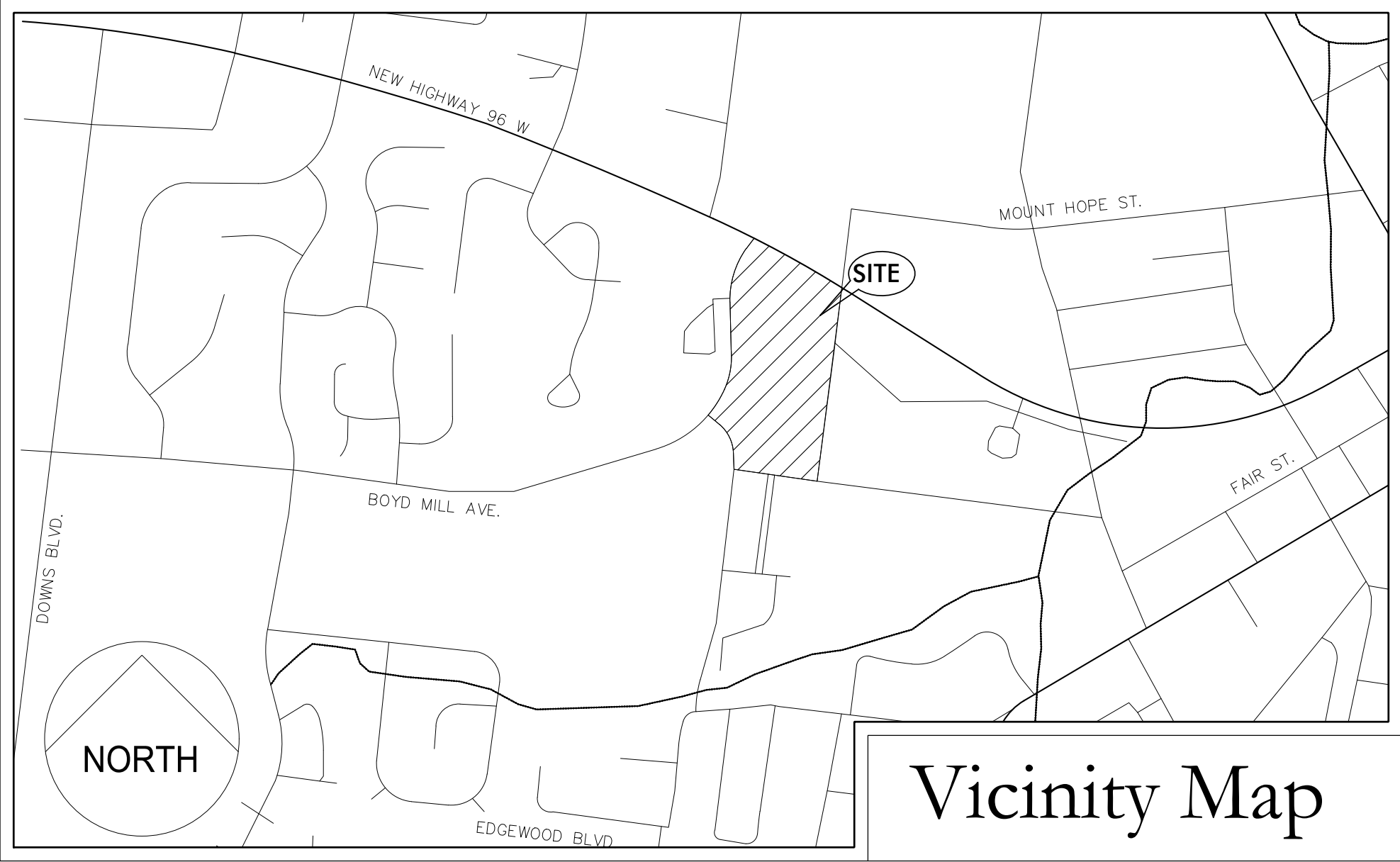
Historic

Magnolia Hall

Map 78 Parcels 7

Franklin, Williamson Co., Tennessee

Project Number: 7668



Development Summary

Owners of Record

Julia Inman
600 Boyd Mill Ave.
Franklin, TN 37064
Phone
Email

Developer

Bernie Butler
D9 Arlington, LLC
2300 Foxhaven Dr.
Franklin, TN 37069
615.419.6933
berniebutler@comcast.net

Surveyor

Wilson & Associates, P.C.
108 Beasley Dr.
Franklin, TN 37064
615.905.9030
smcgowan@wilsonpc.com

Civil Engineer

Dale & Associates (Adam Seger, PE)
516 Heather Place
Nashville, Tennessee 37204
615.297.5166
adam@daleandassociates.net

Property Information

Map 78, Parcel 7
600 Boyd Mill Ave.
Franklin, TN 37064

Total Site Area - 12.00 Ac.
Site Zoning - R-1

Floodnote

This Property Does Not Lie Within a Flood Hazard Area as Depicted on the Current Flood Insurance Rate Maps (FIRM) Number 47187C0192G Dated 12/22/2016.

Benchmark

PK Nail Set in Driveway
Elevation = 458.63
NAVD 88
North 580.298.54'
South 1,706,119.87'

Electric Service

Middle Tennessee Electric
Membership Corporation
2156 Edward Curd Lane
Franklin, Tennessee 37067
615.794.1102

Water Service

City of Franklin Water
124 Lumber Dr.
Franklin, Tennessee 37064
615.794.4554

Sewer Service

City of Franklin Sewer
124 Lumber Dr.
Franklin, Tennessee 37064
615.794.4554

Telephone Service

Bellsouth
866.620.6000

Utility Location

Tennessee One-Call
800.351.1111

Site Data Chart

Project Name: Magnolia Hall
COF Project #: 7668
600 Boyd Mill Ave.
Franklin, TN 37064
Map 78, Parcel 7
Total Site Area - 12.00 Ac. (522,720 sq ft)

Regulations

Base Zoning: R-1
Proposed Zoning: PD
Proposed Density: 0.92 Units/Acre (PD0.92)

Overlay Zoning: CFO, HPO
Building Types: Single Family Dwellings
Lot Width: 73ft
Lot Size: 10,000 sq ft
Setbacks

Front Yard: 10ft - 20ft
Side Yard: 5ft
Rear Yard: 5ft

Dwelling Count by Type: 11 Single Family
Building Heights: 2 Stories Max
Historic Resource Treatment: Yes

Parking Requirements

Required Number of Parking Spaces: 22
Garage: 22
Existing Parking Spaces: 2
Impervious Spaces: 22
Provided Parking Spaces: 24



Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying
516 Heather Place
Nashville, TN 37204
(615) 297-5166
D&A Project #20078
1020 Jefferson
C0.0



Development Summary

Map 78, Parcel 7
600 Boyd Mill Ave.
Franklin, TN 37064

Total Site Area - 12.00 Ac.
Site Zoning - R-1
Proposed Zoning: PD0.92
Overlay Zoning: CFO, HPO
Project #7668

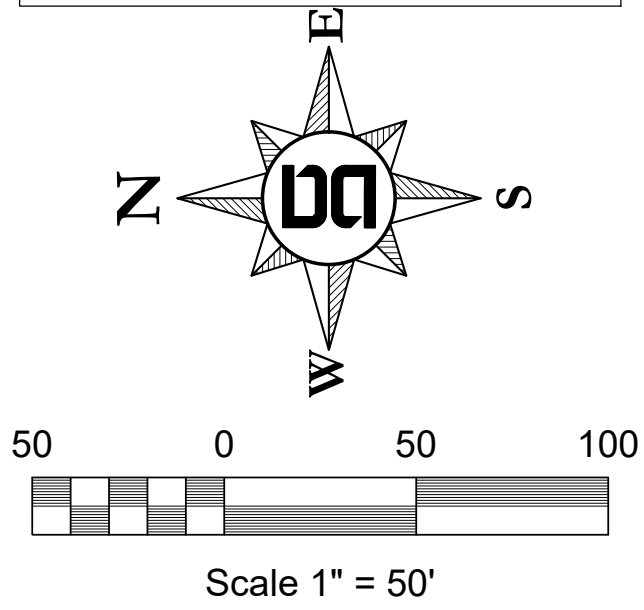
Owner
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600 Boyd Mill Ave.
Franklin, TN 37064
Phone
Email

Developer
Bernie Butler
D9 Arlington, LLC
2300 Foxhaven Dr.
Franklin, TN 37069
615.419.6933
berniebutler@comcast.net

Engineer
Dale and Associates
Contact: Adam Seger
516 Heather Place
Nashville, TN 37204
615.297.5166
adam@daleandassociates.net

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47187C0192G Dated 12/22/2016.

Benchmark 1
PK Nail Set in Driveway
Elevation =
NAD 83
North 580,298.54'
South 1,706,119.87'



Survey Data
Field-run Topographic Survey,
Conducted on 7/21/21

Regulations
Wilson & Associates, P.C.
108 Beasley Dr.
Franklin, TN 37064
615.905.9030
smcgowan@wilsonpc.com

Slopes Table			
Number	Minimum Slope	Maximum Slope	Color
1	14.00%	19.99%	Red
2	20.00%	100.00%	Dark Red

- Grading & Drainage General Notes**
- Grading Permit is required for any project disturbing more than 10,000 sq ft adding more than 5,000 sq ft of impervious surface or for any site grading requiring stockpiling of material.
 - The Developer shall provide the necessary labor and supervision required to support field testing by the independent testing firm and inspections by City officials at no cost to the City. Test reports of field testing if applicable shall be submitted directly to the Street Department. Defects disclosed by tests shall be rectified.
 - An authorized representative of the City shall make a final inspection of the project after completion to determine acceptability of the work and for release of performance bonds if required. Before this final inspection can be made, the Engineer responsible for the project shall certify in writing to the City Engineer that the work has been completed in accordance with approved plans and specifications.
 - Drainage facilities including, but not limited to, culverts, detention basins and ditches, as well as the roadway sub-grade, base stone and binder & surface coarse shall be inspected, tested and given approval at each stage of installation prior to proceeding to the next stage of construction. Final construction inspection for approval and acceptance of streets and drainage systems will not be granted until all work has been completed in accordance with the approved plans.
 - Locating and coordination for the relocation of existing utilities is the responsibility of the contractor. Tennessee's One-Call and the City of Franklin utility location service shall be utilized in addition to coordination with local utility owners. The contractor shall at all times protect existing utilities and will be responsible for costs due to damage caused to any utility lines.

Existing Stormwater Narrative
The existing site consists of an existing historic home, including gravel drives and open area with trees and cultivated grass. The site also includes an existing pond which the all of the site drains to. The pond contains an outlet structure that controls the amount of stormwater discharge leaving the site.

Existing Grading & Drainage Data Chart

- Site Area: 12.00 AC
- Impervious Area: 0.75 AC
- Rv Value: 0.228
- Peak Flow Runoff (Discharging from Pond)
 - 2 year: 0.00 cfs
 - 5 year: 0.00 cfs
 - 10 year: 0.13 cfs
 - 25 year: 1.14 cfs
 - 50 year: 2.16 cfs
 - 100 year: 3.83 cfs



PERMITS:
Tracking #

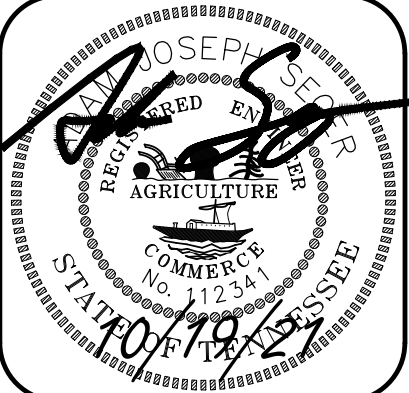
Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying
516 Heather Place
Nashville, TN 37204
(615) 297-5166

D&A Project #21002
Historic Magnolia Hall
C1.0

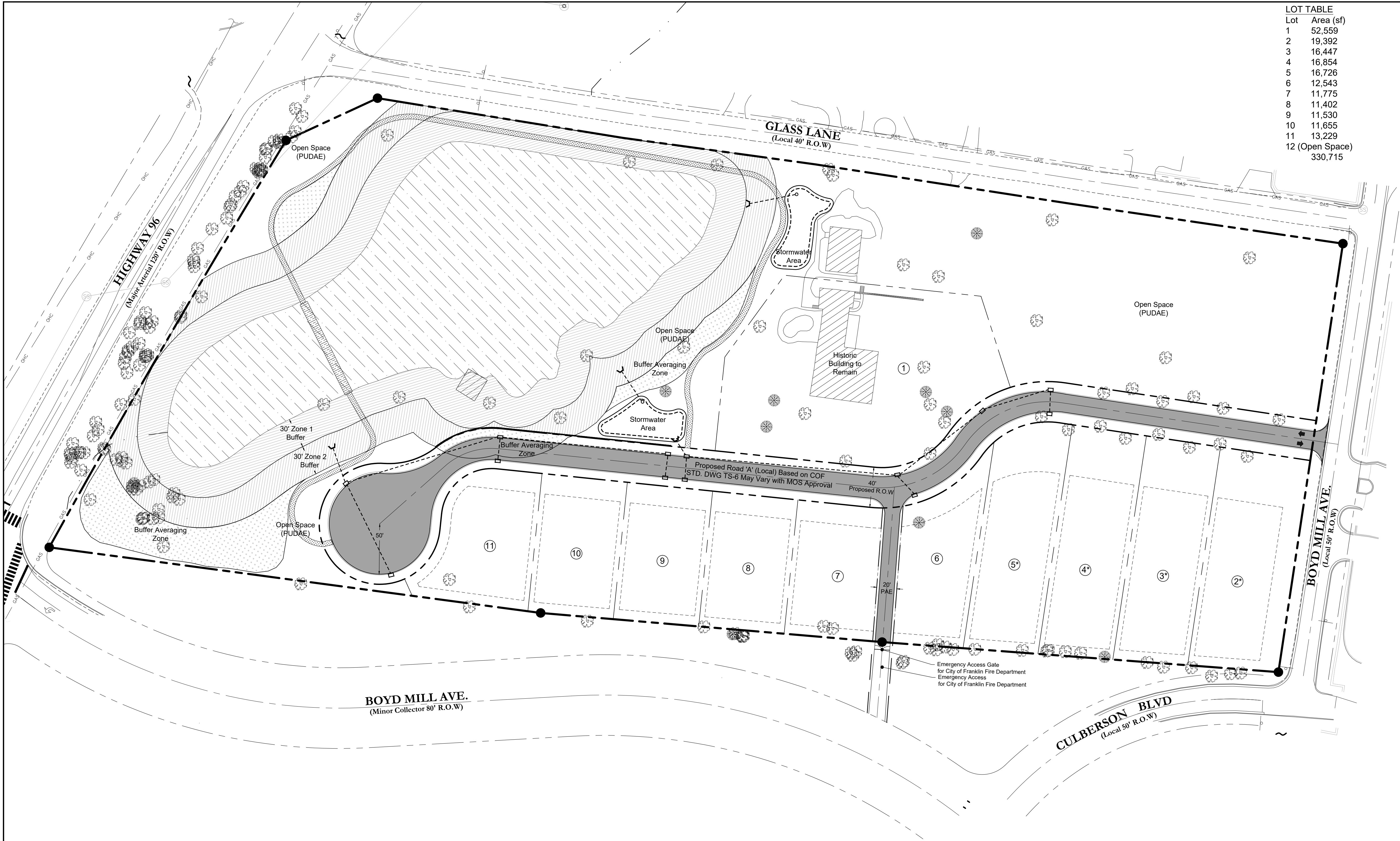
Drawing Date:
July 2021

Revisions
10/6/21 - Development Plan

Planned District
Historic Magnolia Hall
Map 78 Parcels 7
Franklin, Williamson County, Tennessee



Existing Conditions



LOT TABLE	
Lot	Area (sf)
1	52,559
2	19,392
3	16,447
4	16,854
5	16,726
6	12,543
7	11,775
8	11,402
9	11,530
10	11,655
11	13,229
12 (Open Space)	330,715

Development Summary

Map 78, Parcel 7
600 Boyd Mill Ave.
Franklin, TN 37064

Total Site Area - 12.00 Ac.
Site Zoning - R-1
Proposed Zoning: PD0.92
Overlay Zoning: CFO, HPO
Project #7668

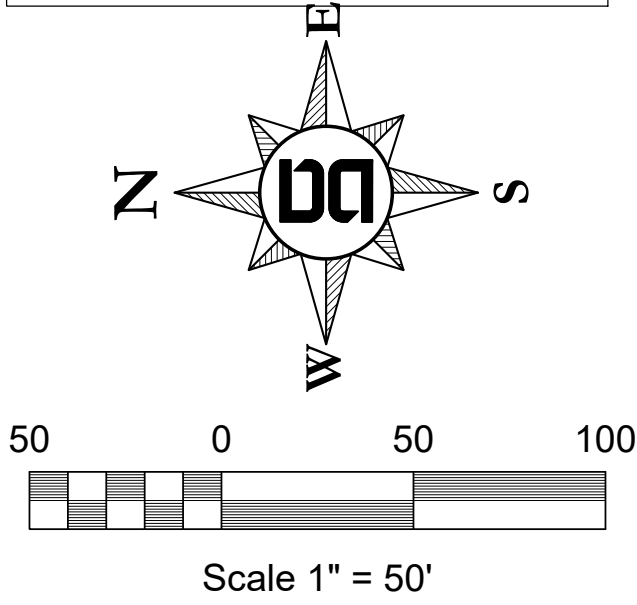
Owner
Julia Inman
600 Boyd Mill Ave.
Franklin, TN 37064
Phone
Email

Developer
Bernie Butler
D9 Arlington, LLC
2300 Foxhaven Dr.
Franklin, TN 37069
615.419.6933
berniebutler@comcast.net

Engineer
Dale and Associates
Contact: Adam Seger
516 Heather Place
Nashville, TN 37204
615.297.5166
adam@daleandassociates.net

Floodnote
This Property does Not Lie Within a Flood
Hazard Area as Depicted on the Current
Flood Insurance Rate Maps (FIRM) Number
47187C0192G Dated 12/22/2016.

Benchmark 1
PK Nail Set in Driveway
Elevation =
NAD 83
North 580,298.54'
South 1,706,119.87'



Site Data Chart

Magnolia Hall
Project #7668
600 Boyd Mill Ave.
Franklin, TN 37064
Map 78, Parcel 7
Total Site Area - 12.00 Ac. (522,720 sq ft)
Vesting

Regulations
Base Zoning: R-1
Proposed Zoning: PD
Overlay Zoning: CFO, HPO
Building Types: Single Family Dwellings
Lot Width: 73ft
Lot Size: 10,000 sq ft
Setbacks
Front Yard: 10ft - 20ft
Side Yard: 5ft
Rear Yard: 5ft
 Dwelling Count by Type: 11 Single Family
Building Heights: 2 stories max
Historic Resource Treatment: Yes

Statement of Impacts

Police/Fire

The proposed project is a residential project consisting of roadways designed for emergency vehicles. The residential project does not anticipate any adverse impact on police or fire departments in any way.

Solid Waste

The proposed development with include garbage and recycling roll away can for pick up by public or private garbage trucks. The proposed roadway has been designed for Franklin standard garbage trucks.

Public Recreational Facilities

The proposed project will not have any impact to public recreational facilities.

Envision Franklin - Conservation Subdivision

The proposed development complies with Envision Franklin's Conservation Subdivision and specifically the Boyd Mill Avenue Magnolia Hall Historic Estate classification, in many ways. One of the most important is by limiting the use to clustered single-family residents only. This project also complies with Envision Franklin by retaining 50% open space, that open space includes walking trails, scenic vistas of the existing pond and woodlands. The open space is to be retained in perpetuity to preserve the scenic views of the historic building that is to remain onsite. The architectural style has also been taken into consideration to help emphasize the character and beauty of the historic home.

*Denotes lots with a 50' front setback. The 50' setback has been added to these lots to help bolster the beauty of Magnolia Hall



PERMITS:
Tracking #

Dale & Associates

Civil Engineering
Land Planning & Zoning
Surveying

516 Heather Place
Nashville, TN 37204
(615) 297-5166

D&A Project #21002
Historic Magnolia Hall
C2.0

Drawing Date:
July 2021

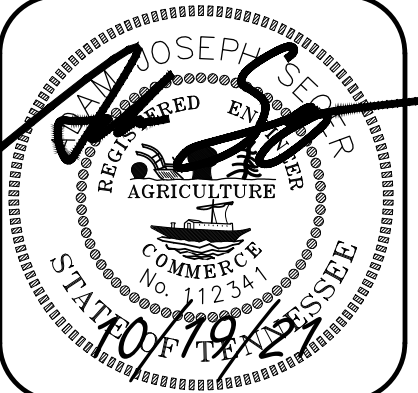
Revisions
10/6/21 - Development Plan

Planned District

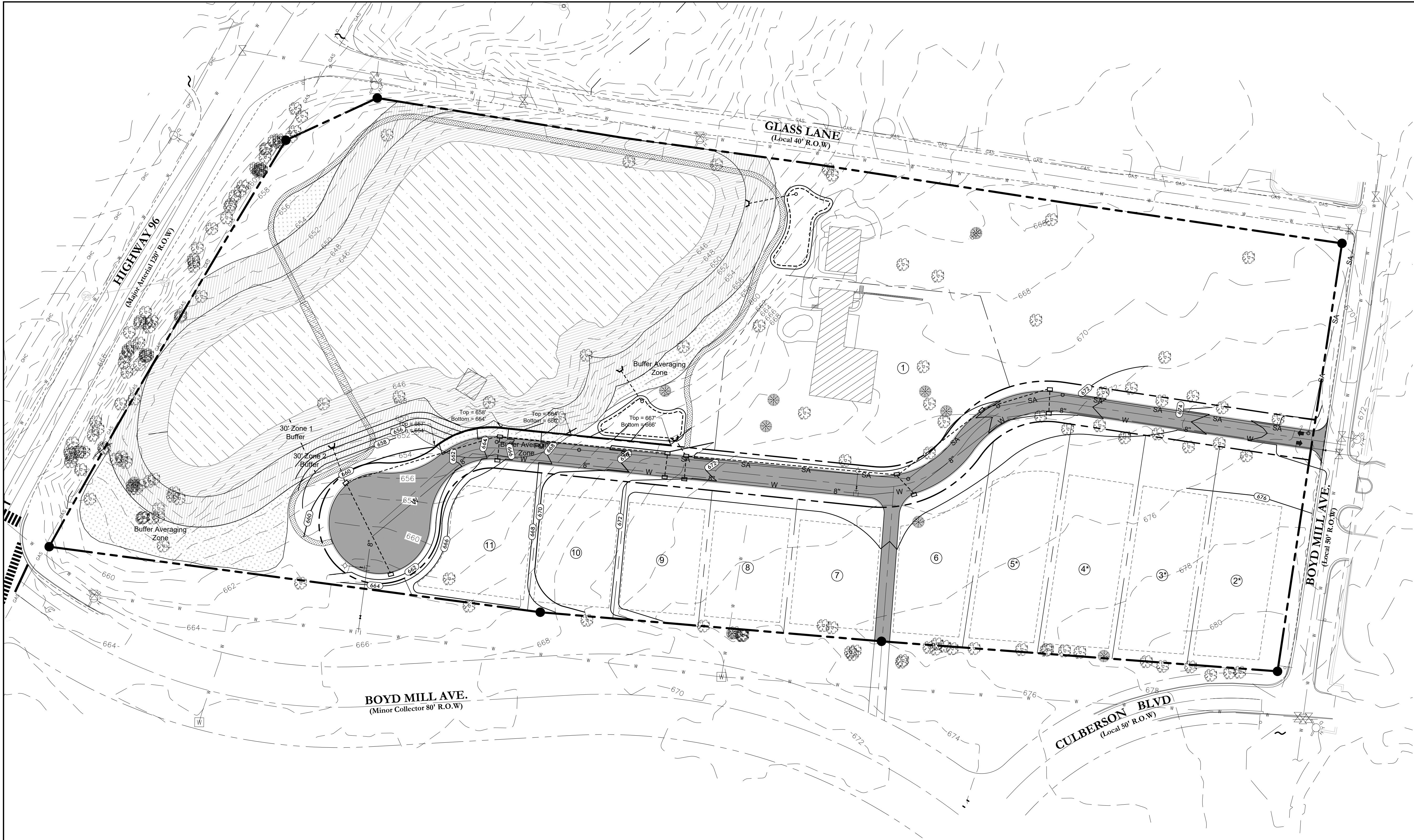
Historic Magnolia Hall

Map 78 Parcels 7

Franklin, Williamson County, Tennessee



Development
Plan



Development Summary

Map 78, Parcel 7
600 Boyd Mill Ave.
Franklin, TN 37064

Total Site Area - 12.00 Ac.
Site Zoning - R-1
Proposed Zoning: PD0.92
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Project #7668

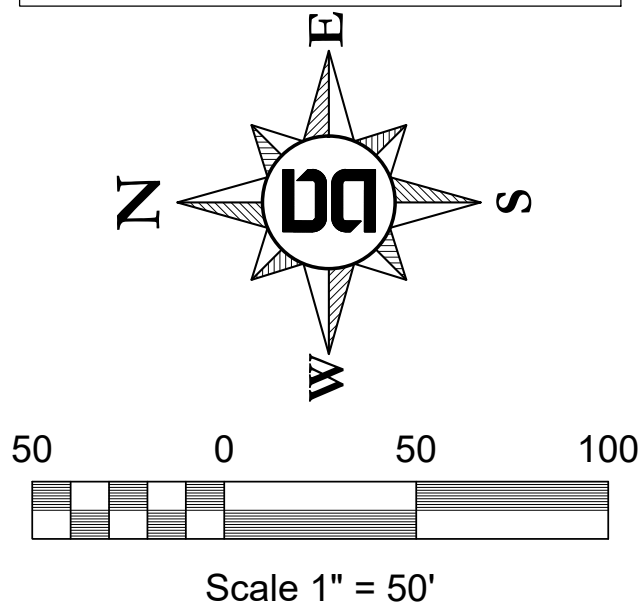
Owner
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Benchmark 1
PK Nail Set in Driveway
Elevation =
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North 580,298.54'
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Grading & Drainage General Notes

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Stormwater Narrative

The proposed development will include storm sewer pipe networks that will take stormwater runoff, for treatment, to several green infrastructure BMP's. The BMP's will treat the stormwater runoff and then the runoff will be detained in the existing pond located on site. An outlet structure in the existing pond will then discharge the runoff back into an existing stream at the low end of the site.

Grading & Drainage Data Chart

- Site Area: 12.00 AC
- Impervious Area Proposed: 2.01 AC
- Disturbed Area Proposed: 5.20 AC
- Rv Value: 0.326
- Peak Flow Runoff (Discharging from Pond)
 - o 2 year: 0.00 cfs
 - o 5 year: 0.20 cfs
 - o 10 year: 0.85 cfs
 - o 25 year: 2.28 cfs
 - o 50 year: 4.34 cfs
 - o 100 year: 7.69 cfs



Statement of Impacts

Drainage/Facilities

The project proposes typical storm infrastructure with no adverse impact to the existing drainage facilities. The stormwater will be detained on site in an existing pond, and then discharged into an existing stream. Through the Franklin Stormwater regulations, there will not be an increased amount of discharge to the existing stream.

PERMITS:
Tracking #

Drawing Date:
July 2021

Revisions
10/6/21 - Development Plan

Planned District
Historic Magnolia Hall
Map 78 Parcels 7
Franklin, Williamson County, Tennessee



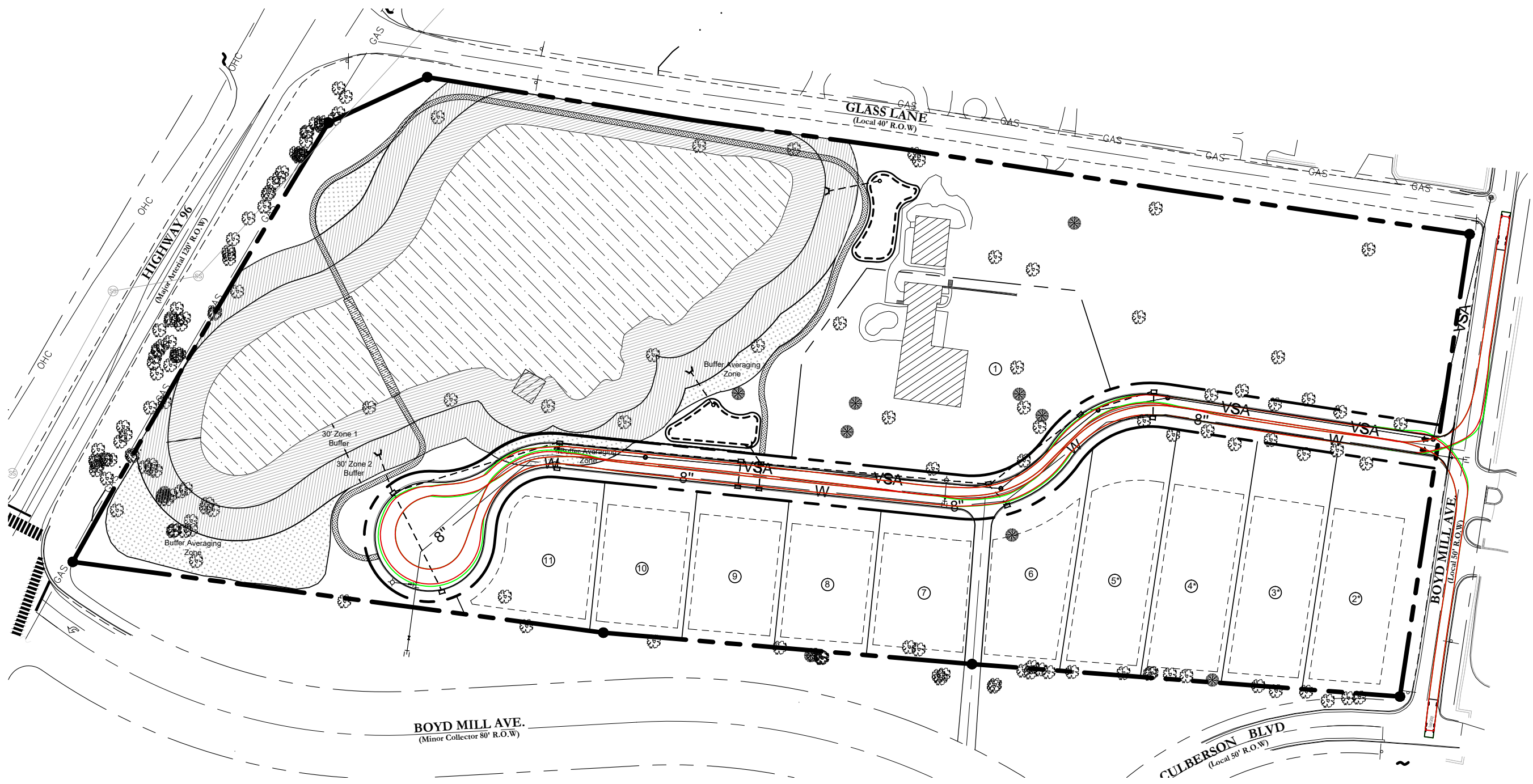
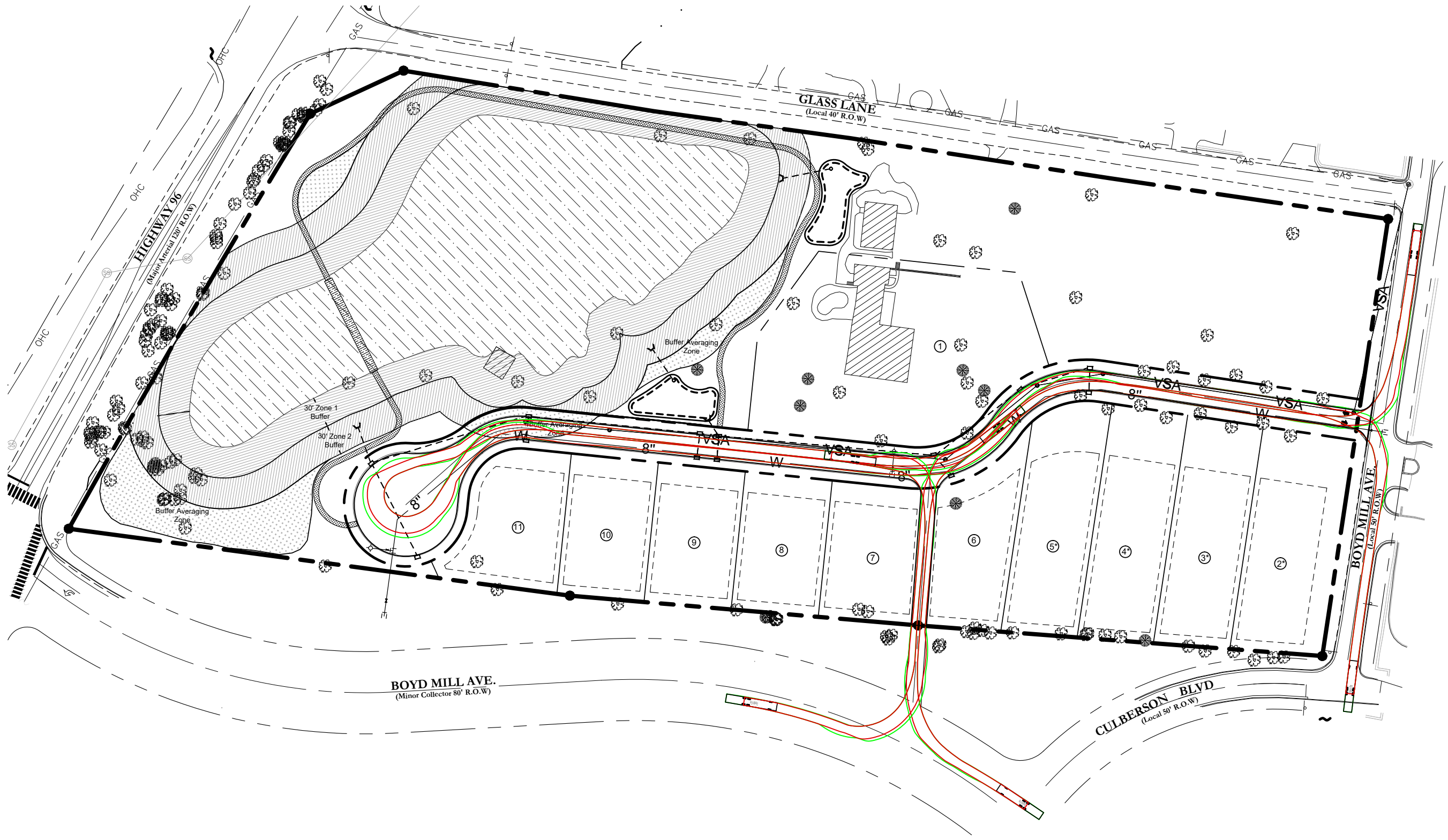
Grading &
Drainage Plan

Dale & Associates

Civil Engineering
Land Planning & Zoning
Surveying

516 Heather Place
Nashville, TN 37204
(615) 297-5166

D&A Project #21002
Historic Magnolia Hall
C3.0



Franklin Fire Truck	
Design Speed:	5 MPH
Front Axle(s):	1 Ackerman (axes fixed, wheels turn)
Primary Front Axle Offset:	0.000ft
Effective Front Axle Offset:	0.000ft (Auto Calculated)
Maximum Wheel Angle:	Unlimited
Status:	Active Non Self-Steered
Track Width:	8.000ft
Total Wheels:	2 (positioned at the ends of the axle)
Tire Width:	0.800ft (Auto Calculated - proportion of Track Width)
Tire Diameter:	2.800ft (Auto Calculated - proportion of Track Width)
Rear Axle(s):	2 Fixed (All axles identical)
Primary Rear Axle Offset:	21.316ft (Innermost Axle behind Front Primary Axle)
Effective Rear Axle Offset:	23.525ft (Auto Calculated)
Maximum Wheel Angle:	Unlimited
Rear Axle Spacing:	4.417ft
Status:	Active Non Self-Steered
Track Width:	8.000ft
Total Wheels:	4 (positioned at the ends of the axle)
Tire Width:	0.800ft (Auto Calculated - proportion of Track Width)
Tire Diameter:	2.800ft (Auto Calculated - proportion of Track Width)
Steering:	Front Axle(s):
Min. Wall / Wall Turning Radius:	42.000ft (based upon body only)
Calculated Maximum Wheel Angle:	47.300deg
Lock-to-Lock Time (Fwd/Rev):	4.0sec / 4.0sec
Driver / Pilot	
Driver Offset Longitudinally:	-1.623ft (in front of Front Primary Axle)
Driver / Pilot Offset Laterally:	-1.969ft (Right of Centerline)
Driver Height:	6.234ft (Above ground level)
Front Coupling:	None
Rear Coupling:	None
Body outline (plan):	
Outline Type:	Rectangle
Offset (X,Y):	-6.544ft, 0.000ft
Length / Width:	50.0417ft / 8.33ft

Franklin Garbage Truck	
Front Axle(s):	1 Ackerman (axes fixed, wheels turn)
Primary Front Axle Offset:	0.000ft
Effective Front Axle Offset:	0.000ft (Auto Calculated)
Maximum Wheel Angle:	Unlimited
Status:	Active Non Self-Steered
Track Width:	8.100ft
Total Wheels:	2 (positioned at the ends of the axle)
Tire Width:	0.810ft (Auto Calculated - proportion of Track Width)
Tire Diameter:	2.835ft (Auto Calculated - proportion of Track Width)
Rear Axle(s):	2 Fixed (All axles identical)
Primary Rear Axle Offset:	19.500ft (Innermost Axle behind Front Primary Axle)
Effective Rear Axle Offset:	22.000ft (Auto Calculated)
Maximum Wheel Angle:	Unlimited
Rear Axle Spacing:	5.000ft
Status:	Active Non Self-Steered
Track Width:	8.100ft
Total Wheels:	2 (positioned at the ends of the axle)
Tire Width:	0.810ft (Auto Calculated - proportion of Track Width)
Tire Diameter:	2.835ft (Auto Calculated - proportion of Track Width)
Steering:	Front Axle(s):
Min. Curb / Curb Turning Radius:	46.000ft (based upon active axles only)
Calculated Maximum Wheel Angle:	34.000deg
Lock-to-Lock Time (Fwd/Rev):	6.0sec / 6.0sec
Driver / Pilot	
Driver Offset Longitudinally:	0.721ft (in front of Front Primary Axle)
Driver / Pilot Offset Laterally:	-1.969ft (Right of Centerline)
Driver Height:	8.202ft (Above ground level)
Front Coupling:	None
Rear Coupling:	Generic
Coupling Offset:	19.500ft (behind Front Primary Axle)
Coupling Height:	2.835ft (Auto Calculated - proportion of Tire Diameter)
Capability:	Can Tow or be Towed
Max. Horizontal Articulation Angle:	90.000deg
Max. Vertical Articulation Angle:	10.000deg
Body outline (plan):	
Outline Type:	Rectangle
Offset (X,Y):	-4.200ft, 0.000ft
Length / Width:	35.000ft / 8.100ft

ROW & Access General Notes

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2. All off-site work within the public right-of-way shall require an approved traffic control plan which complies with the MUTCD. No off-site excavation may be undertaken in any street, road, alley or right-of-way of any utility or temporary construction easement of the City of Franklin by any entity unless 72-hour notice has been given to the City of Franklin Traffic Operations Center. The contractor shall have an approved traffic control plan onsite during construction.
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Statement of Impacts

Streets

This project is proposing a new minor local street to serve the proposed residential lots. The street will not connect to any other streets, which will limit the amount of traffic the road will experience.

Development Summary

Map 78, Parcel 7
600 Boyd Mill Ave.
Franklin, TN 37064

Total Site Area - 12.00 Ac.
Site Zoning - R-1
Proposed Zoning: PD0.92
Overlay Zoning: CFO, HPO
Project #7668

Owner

Julia Inman
600 Boyd Mill Ave.
Franklin, TN 37064
Phone
Email

Developer

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Engineer

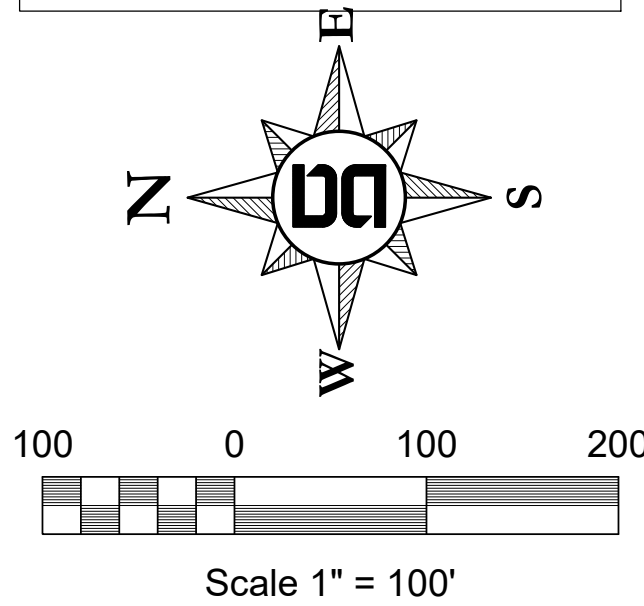
Dale and Associates
Contact: Adam Seger
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adam@daleandassociates.net

Floodnote

This Property does Not Lie Within a Flood Hazard Area as Depicted on the Current Flood Insurance Rate Maps (FIRM) Number 47187C0192G Dated 12/22/2016.

Benchmark 1

PK Nail Set in Driveway
Elevation =
NAD 83
North 580,298.54'
South 1,706,119.87'



PERMITS:
Tracking #



Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying

Drawing Date:
July 2021

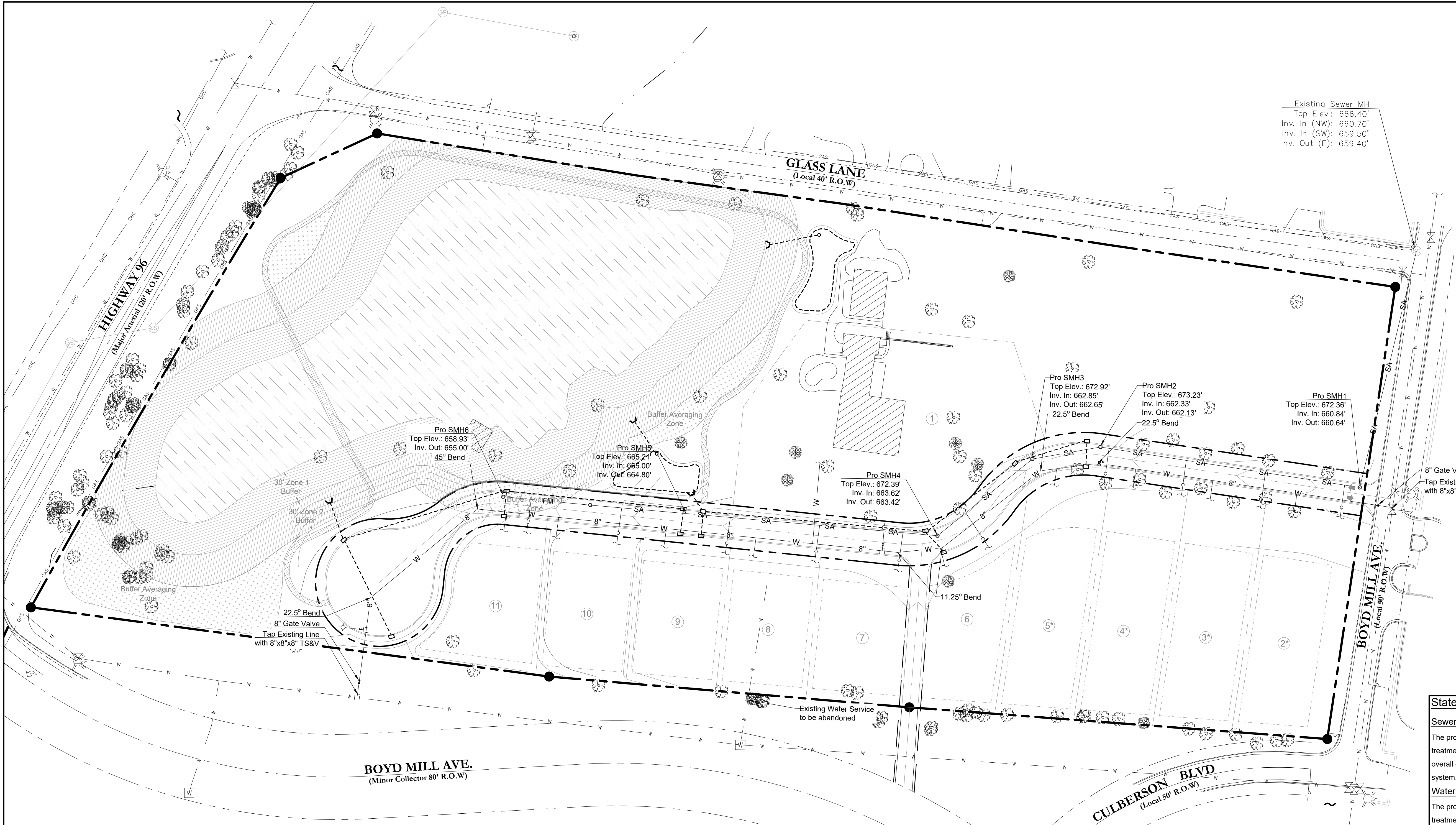
Revisions
10/6/21 - Development Plan

Planned District
Historic Magnolia Hall
Map 78 Parcels 7
Franklin, Williamson County, Tennessee



ROW &
Access Plan

D&A Project #21002
Historic Magnolia Hall
C4.0



Development Summary

Map 78, Parcel 7
600 Boyd Mill Ave.
Franklin, TN 37064

Total Site Area - 12.00 Ac.
Site Zoning - R-1
Proposed Zoning: PD0.92
Overlay Zoning: CFO, HPO
Project #7668

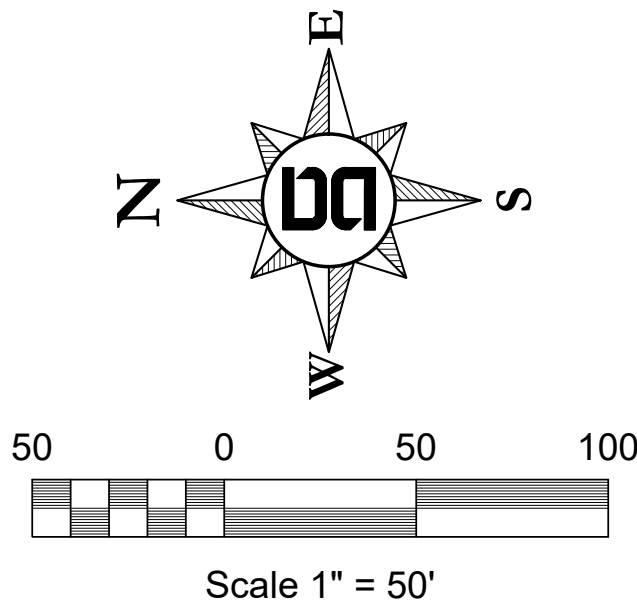
Owner
Julia Inman
600 Boyd Mill Ave.
Franklin, TN 37064
Phone
Email

Developer
Bernie Butler
D9 Arlington, LLC
2300 Foxhaven Dr.
Franklin, TN 37069
615.419.6933
berniebutler@comcast.net

Engineer
Dale and Associates
Contact: Adam Seger
516 Heather Place
Nashville, TN 37204
615.297.5166
adam@daleandassociates.net

Floodnote
This Property does Not Lie Within a Flood Hazard Area as Depicted on the Current Flood Insurance Rate Maps (FIRM) Number 47187C0192G Dated 12/22/2016.

Benchmark 1
PK Nail Set in Driveway
Elevation =
NAD 83
North 580,298.54'
South 1,706,119.87'



Statement of Impacts

Sewer
The proposed project is expected to add 3,500 gpd to the existing sewer treatment system. An availability study will be needed to understand the overall effect this project will have on the City of Franklin treatment system.

Water
The proposed project is expected to add 3,500 gpd to the existing sewer treatment system. An availability study will be needed to understand the overall effect this project will have on the City of Franklin treatment system.

Reclaimed Water
The proposed project does not plan to use the reclaimed water system.

Water & Sewer General Notes

- All persons who undertake the construction of water, sewer and/or reclaimed water lines located in, or affecting services provided by the City of Franklin shall comply with the requirements and regulations set forth in the "General Requirements & Technical Specifications, Water Management Department, City of Franklin, Tennessee" latest edition, along with any amendments, additions, or alteration that may thereafter be adopted by the board of mayor and aldermen by resolution.
- Contractor shall obtain Water & Sewer Infrastructure Installation Permit prior to scheduling required Pre-Construction Site Meeting. Contractor shall complete the PreConstruction Site Meeting prior to commencing with construction.
- Contractor shall obtain and keep all of the following items on the jobsite at all times during construction:
 - Approved, Stamped and Signed Water and/or Sewer Plans
 - Water & Sewer Infrastructure Installation Permit, with all steps completed and signed by appropriate City employees.
 - Copy of approved availability request response letter.
 - A copy of all approved Cut Sheets.
- Acceptance of City of Franklin public water infrastructure, sanitary sewer infrastructure and/or reclaimed water infrastructure shall become the responsibility of the City of Franklin, TN following approval from the City of Franklin Inspectors and acceptance by the Franklin Municipal Planning Commission. The Acceptance date shall be based on the day maintenance sureties are established by the Franklin Municipal Planning Commission.
- Prior to the acceptance of City of Franklin public water infrastructure, sanitary sewer infrastructure and/or reclaimed water infrastructure the contractor shall be required to submit as-built drawings to the Water Management Department.
- All off-site work within the public right-of-way shall require an approved traffic control plan which complies with the MUTCD. No off-site excavation may be undertaken in any street, road, alley or right-of-way of any utility or temporary construction easement of the City of Franklin by any entity unless 72-hour notice has been given to the City of Franklin Traffic Operations Center. The contractor shall have an approved traffic control plan onsite during construction.
- Any damages caused to existing utilities during construction shall, at his own expense, be replaced or repaired to original condition and quality, as approved by the owner and representative of the appropriate utility company, by the Contractor.
- Prior to installation of fire protection water lines (aka "underground"), the licensed fire protection contractor who will be installing the fire line or supervising the installation shall submit Underground Fire Protection plans to the fire department via the online review system.

PERMITS:
Tracking #



Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying

516 Heather Place
Nashville, TN 37204
(615) 297-5166

D&A Project #21002
Historic Magnolia Hall
C5.0

Drawing Date:
July 2021

Revisions
10/6/21 - Development Plan

Planned District
Historic Magnolia Hall
Map 78 Parcels 7
Franklin, Williamson County, Tennessee



Utility Plan



TREE CANOPY/ PRESERVATION PLAN:

EXISTING TREE CANOPY COVERAGE: 26% OF SITE (3.14 AC)
TREE CANOPY RETENTION (MIN): 12.5% (26 [EXISTING COVER] X .48 [REQ. RETENTION COVER])
MINIMUM TREE PROTECTION ZONE: 1.51 AC
TREE PROTECTION PROVIDED: 3.01 AC (96% OF EXISTING CANOPY TO BE PRESERVED)

SPECIMEN TREE SURVEY AND INVENTORY:

Specimen Trees to be Removed			
Key	Size	Species	Condition
1	27"	HACKBERRY	GOOD
2	30"	CEDAR	GOOD
3	24"	MAPLE	GOOD
4	24"	MAPLE	GOOD
5	47"	ELM	GOOD
6	39"	HACKBERRY	POOR
7	25"	MAPLE	GOOD
8	30"	SYCAMORE	GOOD
9	32"	CEDAR	FAIR
10	43"	HACKBERRY	FAIR
11	53"	ELM	FAIR
12	47"	ELM	FAIR
13	27"	MAGNOLIA	GOOD
14	24"	MAPLE	GOOD
15	24"	CEDAR	GOOD
16	33"	CHERRY	POOR/ HAZARD
17	38"	ELM	GOOD
18	32"	HACKBERRY	GOOD
19	40"	MAPLE	FAIR
20	31"	CHERRY	FAIR
21	32"	HACKBERRY	GOOD
22	32"	CHERRY	GOOD
23	28"	HACKBERRY	POOR
24	40"	CHERRY	GOOD
25	42"	PECAN	POOR/ HAZARD
26	44"	CHERRY	POOR/ HAZARD
27	49"	HACKBERRY	FAIR
28	32"	HACKBERRY	FAIR
29	26"	HACKBERRY	FAIR

LANDSCAPE DATA CHART

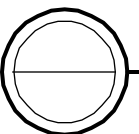
SITE ACREAGE:	12.00 AC (522,721.8 SF)
ZONING:	PD
ZONING OVERLAYS:	CFO / HPO
MINIMUM REQUIRED LANDSCAPE SURFACE AREA (RATIO AND ACREAGE):	20% 2.4 AC
PROVIDED LANDSCAPE SURFACE AREA (RATIO AND ACREAGE):	55% 6.61 AC (OPEN SPACE PROVIDED)
PERCENT AND ACREAGE OF ORIGINAL CANOPY COVER:	26% 3.14 AC
PERCENT AND ACREAGE OF TREE CANOPY REQUIRED:	12.5% 1.51 AC
PERCENT AND ACREAGE OF PRESERVED CANOPY COVER PROVIDED:	25% 3.01 AC
NUMBER AND DBH OF SPECIMEN TREES REMOVED: (HEALTHY)	4 135"

SPECIMEN REPLACEMENT TREES

270" of specimen replacement trees will be shown on the site plan. Replacement trees will be planted on site or the form of a contribution to the tree bank.

1" = 50'

Landscape Plan



TREE PRESERVATION PLAN - EXISTING AERIAL PHOTO

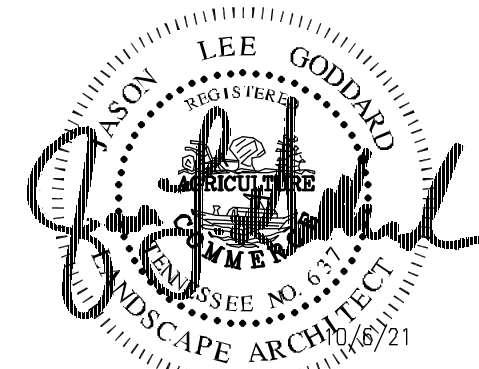
1" = 50'



DesignStudio
LANDSCAPE ARCHITECTURE | PLANNING | URBAN DESIGN | VISIONING
919 High Point Ridge Road, Franklin, Tennessee
(615) 615.218.8118

Magnolia Hall - PUD Subdivision

Development Plan
Boyd Mill Avenue, Franklin, Tennessee



date. Sept 13, 2021
revisions. Oct 6, 2021

project no. 19068
scale. shown on plan

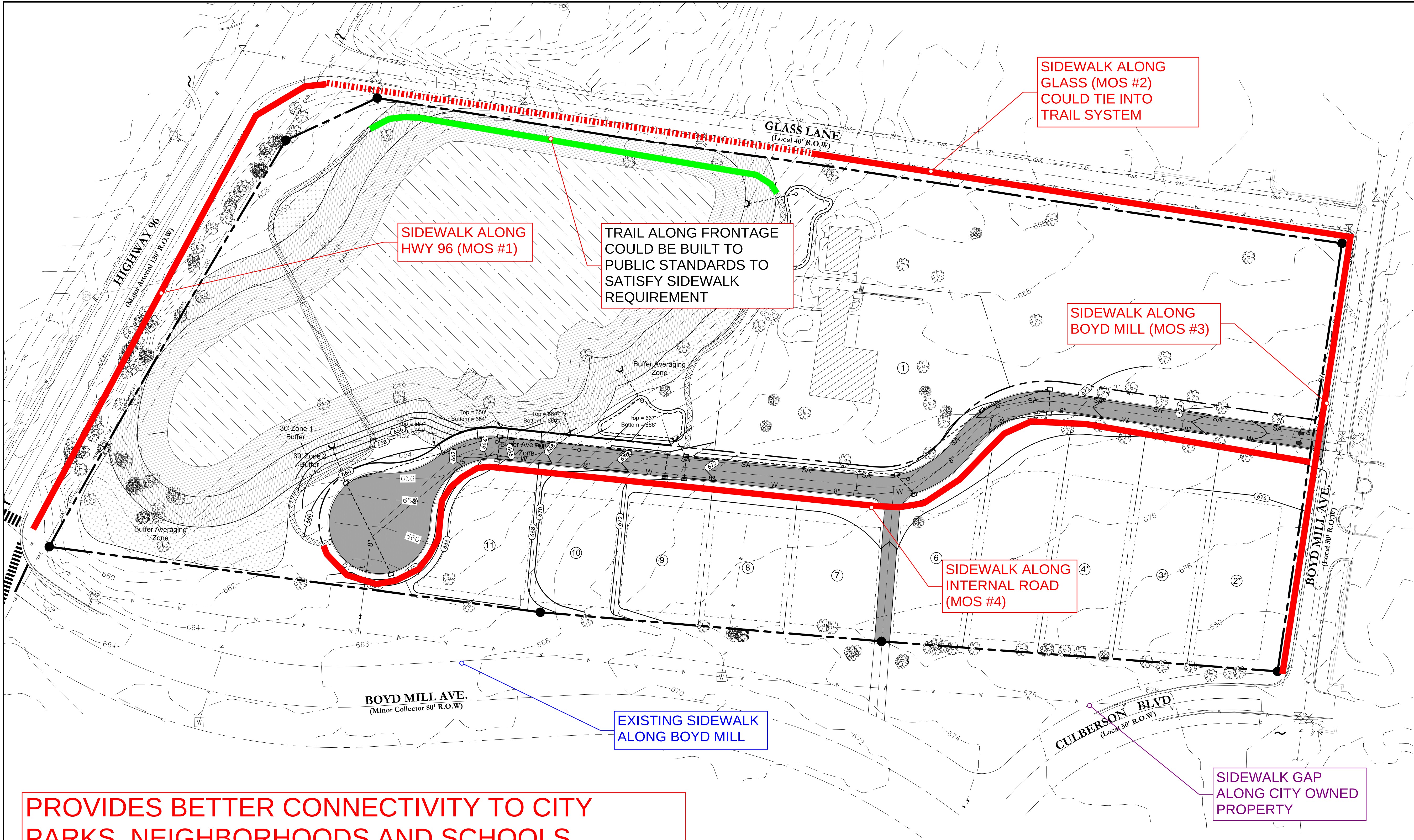
L-1.1
C.O.F. # 7669

Landscape Plan



ARCHITECTURAL RESIDENTIAL
STYLE/DESIGN EXAMPLES





PROVIDES BETTER CONNECTIVITY TO CITY PARKS, NEIGHBORHOODS AND SCHOOLS (POPLAR GROVE AND FREEDOM INTERMEDIATE)

- Grading & Drainage General Notes**
1. Grading Permit is required for any project disturbing more than 10,000 sq ft adding more than 5,000 sq ft of impervious surface or for any site grading requiring stockpiling of material.
 2. The Developer shall provide the necessary labor and supervision required to support field testing by the independent testing firm and inspections by City officials at no cost to the City. Test reports of field testing if applicable shall be submitted directly to the Street Department. Defects disclosed by tests shall be rectified.
 3. An authorized representative of the City shall make a final inspection of the project after completion to determine acceptability of the work and for release of performance bonds if required. Before this final inspection can be made, the Engineer responsible for the project shall certify in writing to the City Engineer that the work has been completed in accordance with approved plans and specifications.
 4. Drainage facilities including, but not limited to, culverts, detention basins and ditches, as well as the roadway sub-grade, base stone and binder & surface coarse shall be inspected, tested and given approval at each stage of installation prior to proceeding to the next stage of construction. Final construction inspection for approval and acceptance of streets and drainage systems will not be granted until all work has been completed in accordance with the approved plans.
 5. Locating and coordination for the relocation of existing utilities is the responsibility of the contractor. Tennessee's One-Call and the City of Franklin utility location service shall be utilized in addition to coordination with local utility owners. The contractor shall at all times protect existing utilities and will be responsible for costs due to damage caused to any utility lines.

Stormwater Narrative
The proposed development will include storm sewer pipe networks that will take stormwater runoff, for treatment, to several green infrastructure BMP's. The BMP's will treat the stormwater runoff and then the runoff will be detained in the existing pond located on site. An outlet structure in the existing pond will then discharge the runoff back into an existing stream at the low end of the site.

Grading & Drainage Data Chart

- Site Area: 12.00 AC
- Impervious Area Proposed: 2.01 AC
- Disturbed Area Proposed: 5.20 AC
- Rv Value: 0.326
- Peak Flow Runoff (Discharging from Pond)
 - o 2 year: 0.00 cfs
 - o 5 year: 0.20 cfs
 - o 10 year: 0.85 cfs
 - o 25 year: 2.28 cfs
 - o 50 year: 4.34 cfs
 - o 100 year: 7.69 cfs

Statement of Impacts

Drainage/Facilities

The project proposes typical storm infrastructure with no adverse impact to the existing drainage facilities. The stormwater will be detained on site in an existing pond, and then discharged into an existing stream. Through the Franklin Stormwater regulations, there will not be an increased amount of discharge to the existing stream.

PERMITS:
Tracking #

Development Summary

Map 78, Parcel 7
600 Boyd Mill Ave.
Franklin, TN 37064

Total Site Area - 12.00 Ac.
Site Zoning - R-1
Proposed Zoning: PD0.92
Overlay Zoning: CFO, HPO
Project #7668

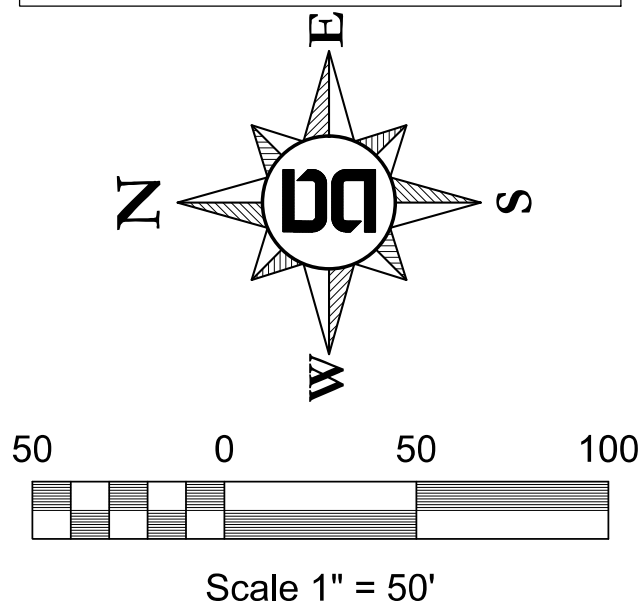
Owner
Julia Inman
600 Boyd Mill Ave.
Franklin, TN 37064
Phone
Email

Developer
Bernie Butler
D9 Arlington, LLC
2300 Foxhaven Dr.
Franklin, TN 37069
615.419.6933
berniebutler@comcast.net

Engineer
Dale and Associates
Contact: Adam Seger
516 Heather Place
Nashville, TN 37204
615.297.5166
adam@daleandassociates.net

Floodnote
This Property does Not Lie Within a Flood Hazard Area as Depicted on the Current Flood Insurance Rate Maps (FIRM) Number 47187C0192G Dated 12/22/2016.

Benchmark 1
PK Nail Set in Driveway
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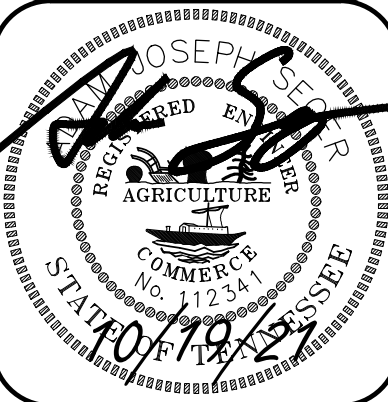
Drawing Date:
July 2021

Revisions
10/6/21 - Development Plan

Planned District

Historic Magnolia Hall

Map 78 Parcels 7
Franklin, Williamson County, Tennessee



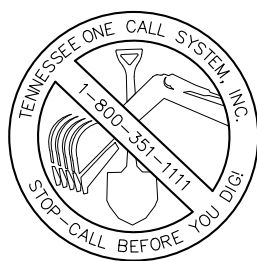
**Grading &
Drainage Plan**

Dale & Associates
Civil Engineering
Land Planning & Zoning
Surveying

516 Heather Place
Nashville, TN 37204
(615) 297-5166

D&A Project #21002
Historic Magnolia Hall

C3.0



**PARKLAND IMPACT FEE (PAYMENT OF FEE ONLY)
AGREEMENT FOR MAGNOLIA HALL BETWEEN THE CITY OF
FRANKLIN AND D9 DEVELOPMENT LLC
CONTRACT NO. 2021-0229**

This PARKLAND IMPACT FEE AGREEMENT ("Agreement"), is made and entered into this ____ day of _____, 2021 by and between THE CITY OF FRANKLIN, TENNESSEE ("City") and D9 Development, LLC ("Owner") pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code, and the Owner of that certain land known as Magnolia Hall in Williamson County, Tennessee. The parties join herein for the sole purpose of consenting to and approving this Agreement, and hereby consent to and approve this Agreement.

WITNESSETH:

WHEREAS, the Owner is in the process of developing the property located at 600 Boyd Mill (the "Development Project"), located in Parkland Quadrant 4 of the City, consisting of 10 new homes known as Magnolia Hall; and

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

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

WHEREAS, the total Parkland Impact Fee obligation for this project is Forty-Three Thousand Forty and 00/100 Dollars (\$43,040.00) and Twenty-Five Percent (25%) or Ten Thousand Seven Hundred Sixty and 00/100 Dollars (\$10,760.00) of which shall be paid at the final plat or at the issuance of the first building permit when a plat is not required. The remaining Seventy-Five Percent (75%) or Thirty-Two Thousand Two Hundred Eighty and 00/100 Dollars (\$32,280.00) shall be collected at a pro-rated per permit rate of Three Thousand Two Hundred Twenty-Eight and 00/100 Dollars (\$3,228.00) until the full obligation has been paid.

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

I. AGREEMENT FOR PAYMENT OF PARKLAND IMPACT FEES

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

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

In the case of the City:

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

In the case of

D9 Development, LLC
Attn: Bernie Butler
2300 Foxhaven Dr.
Franklin, Tn, 37069

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

II. General Terms and Conditions

1. **Personal Liability.**
No member, Mayor, Alderman, official, or employee of the City shall be personally liable to the Owner or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Owner or successor or on any obligations hereunder.
2. **Warranties /Limitation of Liability/Waiver.**
The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by the Owner to limit its liability shall be void and unenforceable. The City, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et. seq., for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the Contractor beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
3. **Severability.**
If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

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

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____
Dr. Ken Moore, Mayor

By: _____
Eric S. Stuckey, City Administrator

Date: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

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

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

NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
Maricruz R. Fincher, Staff Attorney

D9 Development, LLC

By:
Name:
Title:

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

STATE OF _____)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____



File #: 21-02457

DATE: October 19, 2021
TO: Board of Mayor and Aldermen
FROM: Emily Wright, Planning Director
Amy Diaz-Barriga, Planning Supervisor
Joseph Bryan, Principal Planner

SUBJECT:

*Consideration Of Ordinance 2021-46, An Ordinance To Rezone 6.87 Acres From Regional Commerce 6 (RC6) District To Planned (PD 39.44/8,595) District, For The Property Located North Of Cool Springs Boulevard And East Of Mack Hatcher Parkway, At 151 Cool Springs Boulevard (Haven At Cool Springs PUD Subdivision).
FMPC 10/28/21, 8-0

PURPOSE:

PROJECT INFORMATION
COF Project Number: 7665
Applicant: Katie Rudowsky, Kiser + Vogrin Design
Owner: Franklin Land Co. LLC, James Carbine, Rep.

BACKGROUND/STAFF COMMENTS:

The applicant is requesting to rezone the property at 151 Cool Springs Boulevard from Regional Commerce 6 (RC6) to Planned District (PD) with 297 multifamily dwelling units and 8,595 square feet of commercial space to accommodate the Haven at Cool Springs PUD (Planned Unit Development) Subdivision. The subject property is within the Regional Commerce Design Concept. According to Envision Franklin, the Regional Commerce Design Concept, "contains high-intensity activity centers that attract large numbers of people and employers from both within and outside the City. These areas include major employment and revenue generators that are valuable community resources," and that, "New developments should have integrated designs with coordinated access, amenities, and cohesive architecture that fits within the context of the corridor." The proposed rezoning is appropriate based on the recommendations of Envision Franklin. The development plan for the Haven at Cool Springs PUD Subdivision is also on this agenda.

PROCEDURAL REQUIREMENTS:

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

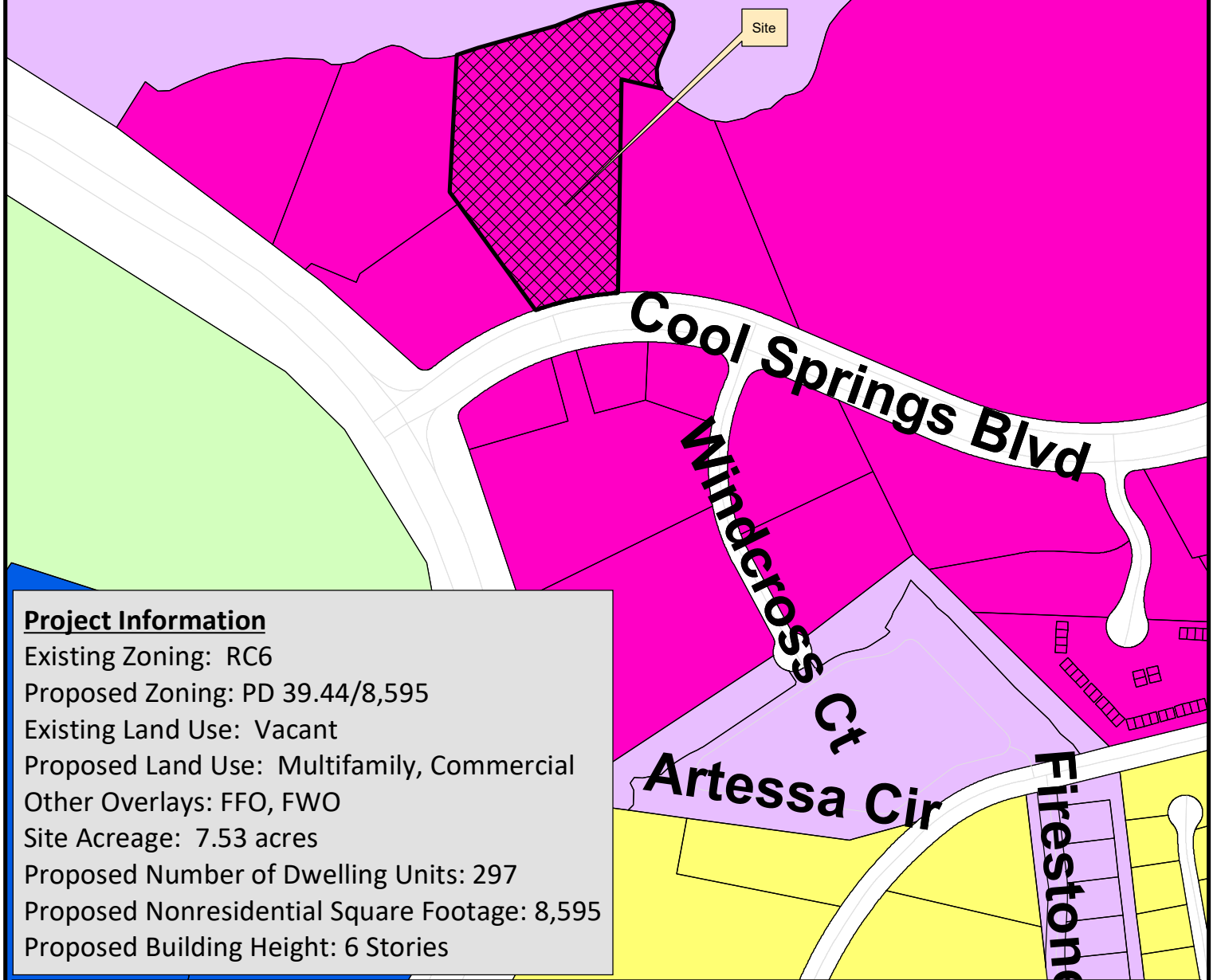
FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2021-46.

HAVEN AT COOL SPRINGS PUD SUBDIVISION
ORDINANCE 2021-46
RESOLUTION 2021-154
FRANKLIN MUNICIPAL PLANNING COMMISSION
10/28/2021



Project Information

Existing Zoning: RC6

Proposed Zoning: PD 39.44/8,595

Existing Land Use: Vacant

Proposed Land Use: Multifamily, Commercial

Other Overlays: FFO, FWO

Site Acreage: 7.53 acres

Proposed Number of Dwelling Units: 297

Proposed Nonresidential Square Footage: 8,595

Proposed Building Height: 6 Stories

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



0 187.5 375 750 Feet

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It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained herein.
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ORDINANCE 2021-46

AN ORDINANCE TO REZONE 6.87 ACRES FROM REGIONAL COMMERCE 6 (RC6) DISTRICT TO PLANNED (PD 39.44/8,595) DISTRICT FOR THE PROPERTY LOCATED NORTH OF COOL SPRINGS BOULEVARD AND EAST OF MACK HATCHER PARKWAY, AT 151 COOL SPRINGS BOULEVARD (HAVEN AT COOL SPRINGS PUD SUBDIVISION).

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

WHEREAS, the Planned (PD 39.44/8,595) district provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, adopted Resolution 2021-154 approving a Planned Unit Development (PUD) Development Plan as required by the Franklin Zoning Ordinance; and

WHEREAS, the zoning has been reviewed and approved by BOMA after a public hearing and a recommendation by the Franklin Municipal Planning Commission.

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of **Regional Commerce 6 (RC6)** District to **Planned (PD 39.44/8,595)** District:

PREMISES CONSIDERED	
Map-Parcel	Acres
62-45.05	7.53
Total	7.53

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

SECTION III. BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after its passage on third and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:

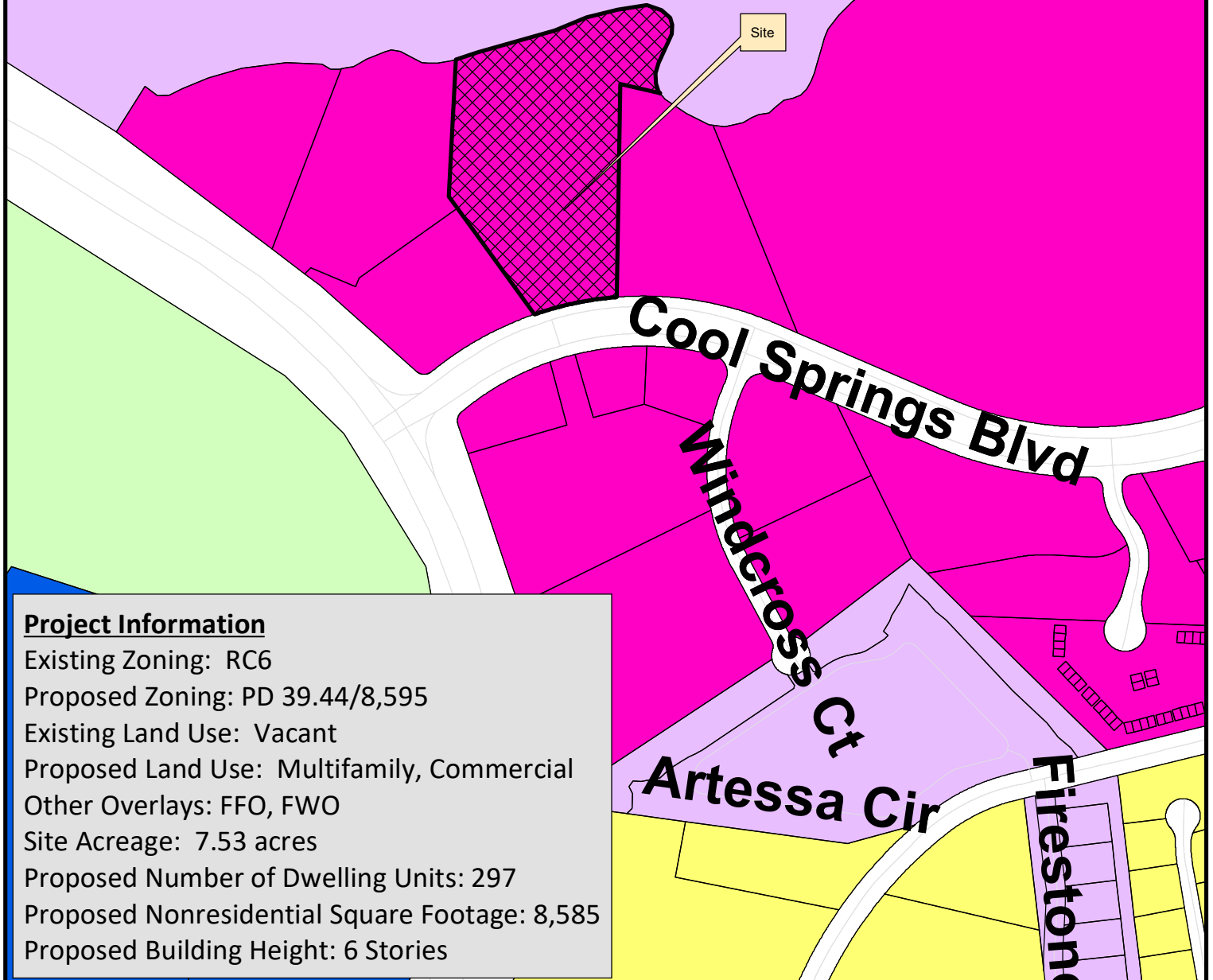
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

HAVEN AT COOL SPRINGS PUD SUBDIVISION
ORDINANCE 2021-46
RESOLUTION 2021-154
FRANKLIN MUNICIPAL PLANNING COMMISSION
10/28/2021



Project Information

Existing Zoning: RC6

Proposed Zoning: PD 39.44/8,595

Existing Land Use: Vacant

Proposed Land Use: Multifamily, Commercial

Other Overlays: FFO, FWO

Site Acreage: 7.53 acres

Proposed Number of Dwelling Units: 297

Proposed Nonresidential Square Footage: 8,585

Proposed Building Height: 6 Stories

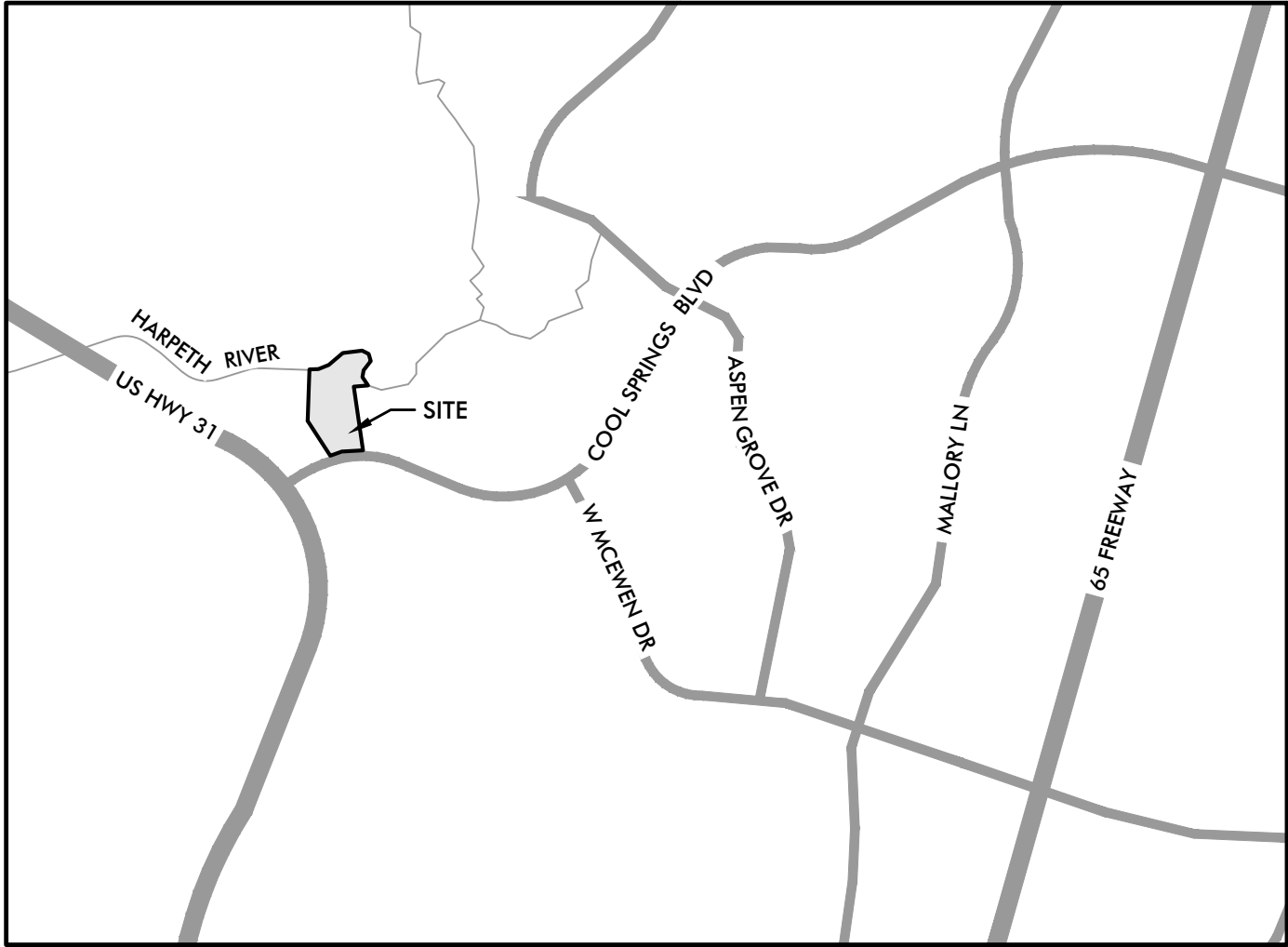
Haven at Cool Springs PUD	CI Civic Institutional District
AG Agricultural District	NC Neighborhood Commercial
ER Estate Residential District	CC Central Commercial District
R1 Residential 1 District	DD Downtown District
R2 Residential 2 District	1ST Avenue District
R3 Residential 3 District	5TH Avenue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



0 187.5 375 750 Feet

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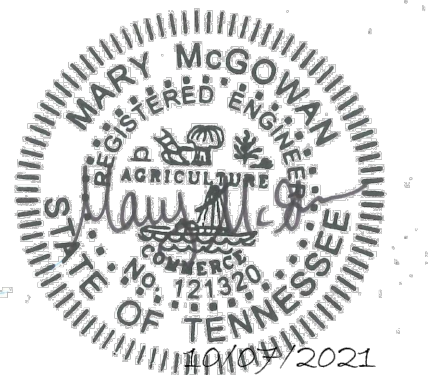
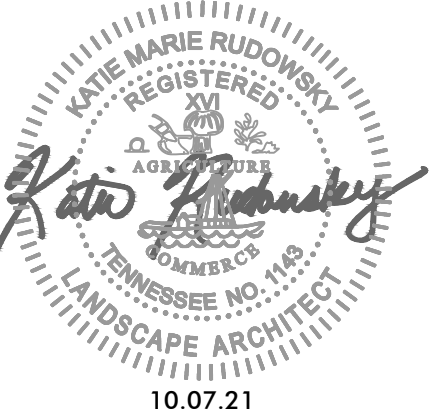
HAVEN AT COOL SPRINGS
REZONING APPLICATION
TAX MAP 062, GROUP G
PARCEL 04505
ADDRESS: 151 COOL SPRINGS BLVD.
FRANKLIN, TN 37067
COF # 7665
FRANKLIN, WILLIAMSON COUNTY, TN



SITE LOCATION MAP
N.T.S

SHEET INDEX:	Sheet Number	Initial Submittal	Re-Submittal	One Stop Submittal
COVER	C0.0	09-13-21	10-07-21	
REZONING PLAN	C1.0	09-13-21	10-07-21	

EXISTING ZONING: REGIONAL COMMERCE 6 (RC6)
PROPOSED ZONING: PLANNED DISTRICT (39.44 DU/A /8,595 SF COMMERCIAL) PD



KVD PROJECT# : 21043
COF # : 7665
Sheet #:

C0.0

DATE: 09-13-2021

NOT FOR CONSTRUCTION

DEVELOPER



LANDSCAPE ARCHITECT
/ APPLICANT



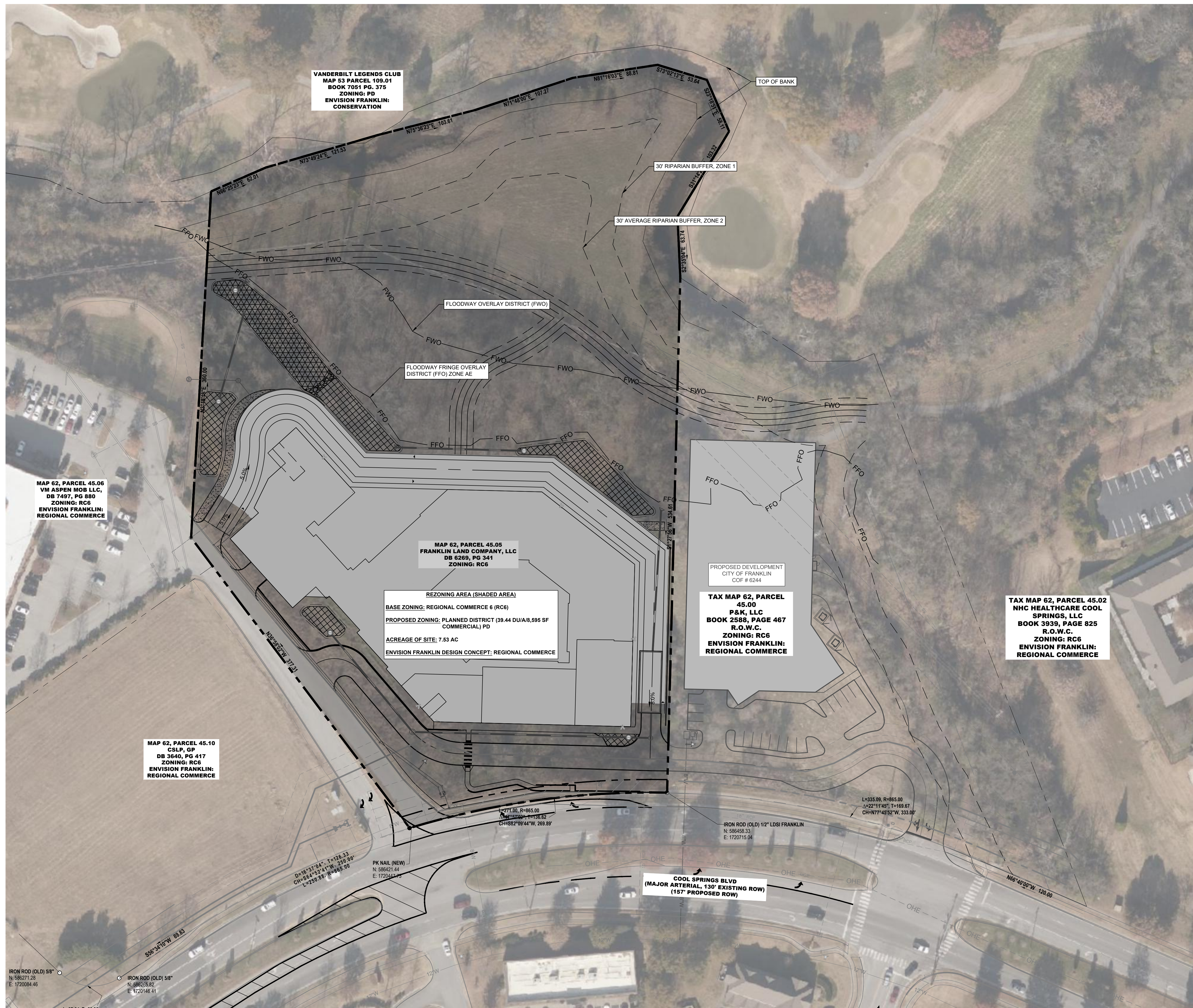
CIVIL ENGINEER



Guefen Development Partners
3200 Southwest Freeway
Suite 1870
Houston, TX 77027
Contact: Richard Owen
202.285.4357

Kiser+Vogrin Design
5005 Meridian Blvd
Suite 100
Franklin, TN 37067
Contact: Katie Rudowsky
310.904.0158

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



PARCEL REZONING DATA CHART

<u>OWNER:</u>	FRANKLIN LAND COMPANY, LLC						
<u>PARCEL NUMBER:</u>	45.05 (SHADED AREA)	<u>MAP:</u>	6Z	<u>DEED BOOK:</u>	6269,	<u>PG:</u>	341
<u>BASE ZONING:</u>	REGIONAL COMMERCIE 6 (RC6)						
<u>PROPOSED ZONING:</u>	PLANNED DISTRICT PD (39.44 DU/A/8,595 SF COMMERCIAL)						
<u>ACREAGE OF SITE:</u>	7.53 AC						
<u>ENVISION FRANKLIN DESIGN CONCEPT:</u>	REGIONAL COMMERCIE						

KV+D
KISER VOGGIN DESIGN
305 Meridian Blvd. Ste 100 Franklin, TN 37067
301.904.0158 | www.kiservoggin.com

Kimley»»Horn
214 Oceanside Drive, Nashville, TN 37204
Main: 615.564.2701 | www.kimley-horn.com
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REZONING PLAN
HAVEN AT COOL SPRINGS
151 COOL SPRINGS BLVD
COF PROJECT # 7665
FRANKLIN, WILLIAMSON COUNTY, TN

[illegible]

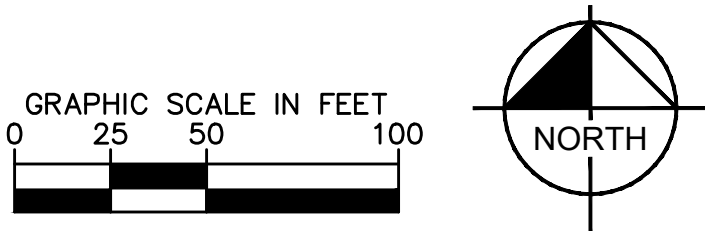
KHA PROJECT NO.
118382002

DRAWING TITLE:

REZONING PLAN

SHEET NUMBER

C1.0



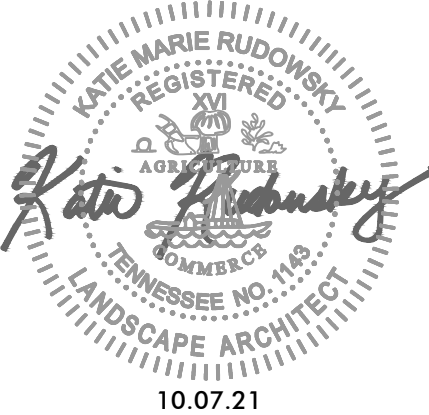
HAVEN AT COOL SPRINGS
REZONING APPLICATION
TAX MAP 062, GROUP G
PARCEL 04505
ADDRESS: 151 COOL SPRINGS BLVD.
FRANKLIN, TN 37067
COF # 7665
FRANKLIN, WILLIAMSON COUNTY, TN



SITE LOCATION MAP
N.T.S.

SHEET INDEX:	Sheet Number	Initial Submittal	Re-Submittal	One Stop Submittal
COVER	C0.0	09-13-21	10-07-21	
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EXISTING ZONING: REGIONAL COMMERCE 6 (RC6)
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KVD PROJECT# : 21043
COF # : 7665
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DATE: 09-13-2021

NOT FOR CONSTRUCTION

DEVELOPER



LANDSCAPE ARCHITECT
/ APPLICANT



CIVIL ENGINEER

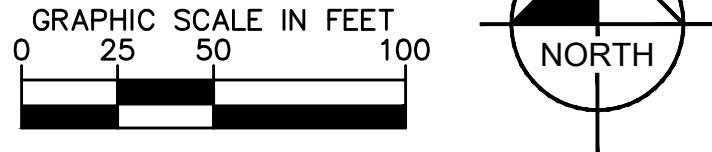


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214 Oceanside Drive
Nashville, TN 37204
Contact: Mary McGowan
615.800.4004

Page 89 of 213



PARCEL REZONING DATA CHART

OWNER: FRANKLIN LAND COMPANY, LLC

PARCEL NUMBER: 45.05 (SHADED AREA) **MAP:** 62 **DEED BOOK:** 6269, **PG:** 341

BASE ZONING: REGIONAL COMMERC 6 (RC6)

PROPOSED ZONING: PLANNED DISTRICT PD (39.44 DU/A/8.595 SF COMMERCIAL)

ACREAGE OF SITE: 7.53 AC

ENVISION FRANKLIN DESIGN CONCEPT: REGIONAL COMMERC

A circular professional engineer seal for the State of Tennessee. The outer ring contains the text "MARY MCGOWAN" at the top and "REGISTERED ENGINEER" at the bottom. Inside the ring, the words "STATE OF TENNESSEE" are written around the perimeter. The center of the seal features a sun rising over a landscape with a river and a bridge. Below the landscape, the text "NO. 121390" is printed. The date "1/2021" is handwritten in the bottom right corner of the seal.

**REZONING PLAN
HAVEN AT COOL SPRINGS
151 COOL SPRINGS BLVD
COF PROJECT # 7665
FRANKLIN, WILLIAMSON COUNTY, TN**

	NO.	REVISIONS	BY	DATE
DESIGNED BY:	1	COF INITIAL SUBMITTAL	LJA	9/13/21
DRAWN BY:	2	COF RE-SUBMITTAL	LJA	10/07/21
CHECKED BY:				
DATE:				

KHA PROJECT NO
118382002

DRAWING TITLE:

REZONING PLAN

SHEET NUMBER

C1.0

KV+D
KISER VOGRIN DESIGN
5005 Meridian Blvd. Ste 100 Franklin, TN 37067
301.904.0158 | www.kiservogrin.com



File #: 21-02458

DATE: October 19, 2021
TO: Board of Mayor and Aldermen
FROM: Emily Wright, Planning Director
Amy Diaz-Barriga, Planning Supervisor
Joseph Bryan, Principal Planner

SUBJECT:

Consideration Of Resolution 2021-154, A Resolution Approving A Development Plan For Haven At Cool Springs PUD Subdivision, For The Property Located North Of Cool Springs Boulevard And East Of Mack Hatcher Parkway, Located At 151 Cool Springs Boulevard; Establishing A Public Hearing For December 14, 2021.
FMPC 10/28/21, 8-0

PURPOSE:

PROJECT INFORMATION
COF Project Number: 7666
Applicant: Katie Rudowsky, Kiser + Vogrin Design
Owner: Franklin Land Co. LLC, James Carbine, Rep.

BACKGROUND/STAFF COMMENTS:

The Haven at Cool Springs PUD Subdivision proposes 297 multifamily residential units and 8,595 square feet of commercial space located on the property at 151 Cool Springs Boulevard. The subject property consists of 7.53 acres and is within the Regional Commerce Design Concept as determined by Envision Franklin. The Regional Commerce Design Concept, "contains high-intensity activity centers that attract large numbers of people and employers from both within and outside the City. These areas include major employment and revenue generators that are valuable community resources," and that, "New developments should have integrated designs with coordinated access, amenities, and cohesive architecture that fits within the context of the corridor." New multifamily residential is encouraged within Regional Commerce to create lively, walkable neighborhoods near restaurants, shops, grocery stores, and workplaces. First floors are encouraged to have active commercial spaces, including retail, restaurants, leasing offices, and other amenities, which should be individually accessible from the street. In locations where commercial use on the first floor is not viable, multifamily units should provide individual ground floor entrances, stoops or front porches, and pedestrian connections to the street or to a drive resembling a street. The plan as presented meets the recommendations of Envision Franklin and is compatible with the surrounding area.

While the Haven at Cool Springs PUD Subdivision meets City standards, the property is located in the Mallory Valley Utility District. At this time, Mallory Valley has not yet granted water availability to

the developer for this project. Should the development be approved, entitlements may not be met based on the utility circumstances.

PROCEDURAL REQUIREMENTS:

1. If the plan receives BOMA approval, the applicant shall upload the corrected plan to the online plan review website (<https://franklin.contractorsplanroom.com/secure/>). All revisions to the approved plans shall be “clouded.” With the resubmittal, each condition of approval/open issue in the online plan review system shall contain a full response from the applicant as to the satisfaction or completion of that condition.
2. The city’s project identification number shall be included on all correspondence with any city department relative to this project.

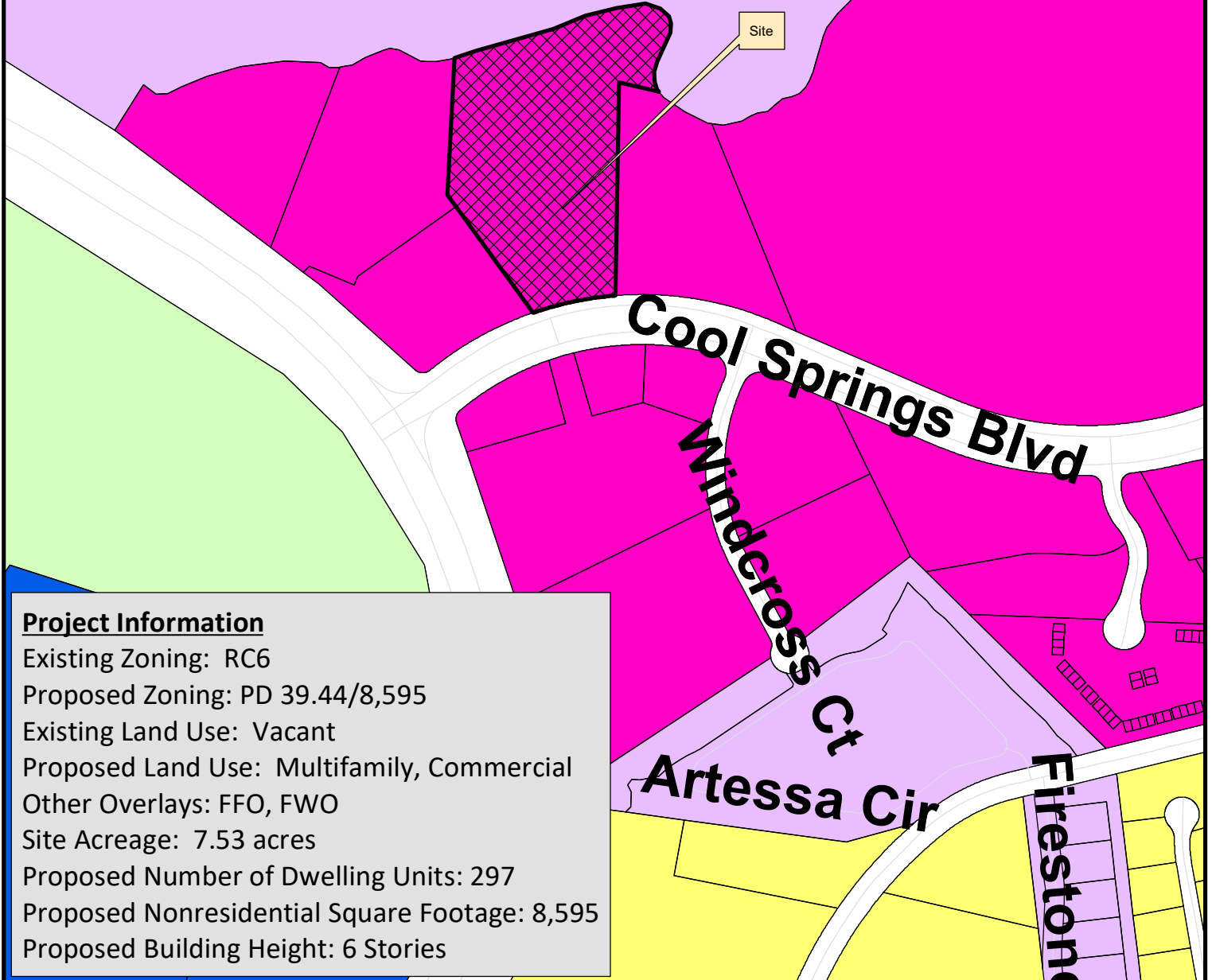
FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve with conditions Resolution 2021-154.

HAVEN AT COOL SPRINGS PUD SUBDIVISION
ORDINANCE 2021-46
RESOLUTION 2021-154
FRANKLIN MUNICIPAL PLANNING COMMISSION
10/28/2021



Project Information

Existing Zoning: RC6

Proposed Zoning: PD 39.44/8,595

Existing Land Use: Vacant

Proposed Land Use: Multifamily, Commercial

Other Overlays: FFO, FWO

Site Acreage: 7.53 acres

Proposed Number of Dwelling Units: 297

Proposed Nonresidential Square Footage: 8,595

Proposed Building Height: 6 Stories

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



0 187.5 375 750 Feet

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It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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CONDITIONS OF APPROVAL:

Open Issues: 10 These issues are currently being filtered

Engineering - Development Plan Checklist

General Issues

30. F. Development Plan

kevin.long@franklin.tn.gov *Comment to remain as a Condition of Approval to be addressed at the Site Plan stage.*

Applicant shall comply with the minimum Vertical and Horizontal Alignment per City Standards (Sections 3.3.8 & 3.3.9 of Street Standards)

Due to the anticipated volume of traffic using the access easement across the property connecting to the east, the design and construction of the access drive shall be equivalent to that of a low-volume local street, including such features as geometry and pavement design. Additional information and design details may be required at the Site Plan stage to ensure any component of the cross-access drive deemed out of compliance will still function as intended and does not present an impediment or hazard to motorists.

The cross-access connection to Windcross Court shall be completed and in service prior to the issuance of any Certificate of Occupancy for this Development Plan.



[Edited By Kevin Long]

31. F. Development Plan

kevin.long@franklintn.gov Offsite roadway improvements required as part of the recommendations from the Traffic Impact Analysis shall be submitted as a separate offsite plan set. **The offsite plans shall be submitted and approved prior to the first grading permit for this site.** These plans shall include the turn lanes and traffic signal design. Design elements shall meet storage requirements determined as part of the TIA report and design standards as appropriate based on current AASHTO, TDOT, and COF standards. Additionally, **all offsite improvements shall be completed and accepted by the City prior to the first Certificate of Occupancy for the site.**

36. Adjacent Property

joe.marlo@franklintn.gov *The following shall remain open as a Condition of Approval of the Development Plan.*

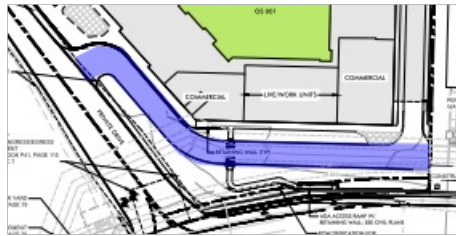
At site plan, Applicant shall show how building elements proposed on this site have been coordinated with the adjacent property to the east so as to not hinder building construction on the adjacent property.

43. COF Street Standards

joe.marlo@franklintn.gov *The following shall remain open as a Condition of Approval of the Development Plan.*

The pavement section for the drive in the front of the development shall meet COF Standard RD-3 for a Local Street.

[RD-3 Local, Alley, and Mews Pavement Section.](#)

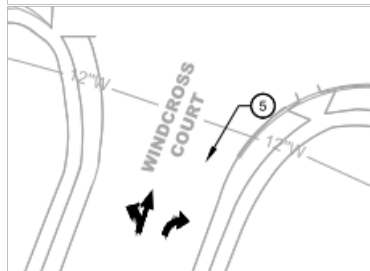


45. Note

joe.marlo@franklintn.gov *Note incorrectly revised.*

Applicant shall revise second line of Note 5 on C4.0 to read "shared left-thru and right turn only lanes".

- 4 LEFT-TURN LANE.
- 5 MODIFY THE NORTHBOUND LANE USE ASSIGNMENTS TO PROVIDE SHARED LEFT **THRU** AND RIGHT **TURN** ONLY LANES.



General Issues

57. Conditions of Approval

curt.edelmann@franklin.tn.gov The following issues must be addressed at site plan. The applicant is encouraged to provide this information at the pre-application phase.

These issues will not hinder fire department approval of the development plan.

Due to limited fire department access and proposed combustible construction type, the fire department will require two public fire hydrants in front of the building to serve this property. Each hydrant must provide a minimum of 1,500-gpm at 20-psi. Work with MVUD to design a water system that will meet these requirements.

The fire department access lane will be constructed on top of the parking garage. Since an emergency response will require a number of vehicles, verify the parking garage will be designed to support several 75,000-pound fire trucks.

Planning

General Issues

59. site plan note

joseph.bryan@franklin.tn.gov Applicant shall add the following to the Comprehensive Review at Site Plan note:

"Any changes to the approved plan based on complete application of Street, Stormwater, and Utility Standards may require plans to be reapproved by FMPC or BOMA based on triggers listed in the Zoning Ordinance prior to approval of any Site Plans."

Stormwater

General Issues

26. Riparian Buffer

jeff.willoughby@franklin.tn.gov Please include the variance checklist form found at the link below and include any information required in the checklist except for the 8 hardcopies and \$750 application fee.

[Stormwater Appeals Board | City of Franklin, TN \(franklin.tn.gov\)](#)

Water/Sewer

General Issues

58. Water/Sewer availability

scott.andrews@franklin.tn.gov Applicant shall be advised that a water availability letter from Mallory Valley will be required with the Site Plan pre-application submittal. In addition, applicant shall be advised that for all future projects, water availability approval letters will be required at the Development Plan submittal from whatever utility district will serve the project.

[Edited By Scott Andrews]

Zoning

General Issues

24. FFO

shanna.mccoy@franklin.tn.gov Comment to remain open as a reminder.

A floodplain development permit would be required for the installation of the trail system in the floodplain.

RESOLUTION 2021-154

A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR HAVEN AT COOL SPRINGS PUD SUBDIVISION, FOR THE PROPERTY LOCATED NORTH OF COOL SPRINGS BOULEVARD AND EAST OF MACK HATCHER PARKWAY, LOCATED AT 151 COOL SPRINGS BOULEVARD.

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, has, or will, approve the zoning for the property as part of Ordinance 2021-46; and

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

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

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

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

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

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

PREMISES CONSIDERED	
Map-Parcel	Acres
62-45.05	7.53
Total	7.53

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

SECTION III. That the overall entitlements for the Haven at Cool Springs PUD Subdivision are as follows:

Entitlements	Haven at Cool Springs PUD
Base Zone District	Planned (PD 39.44/8,595)
Other Zoning Overlays	FFO, FWO
Number of Dwelling Units	297
Number of Nonresidential Square Footage	8,595
Number of Hotel Rooms	n/a
Open Space Requirements	Open 5% - 0.38 AC Natural 10% - 0.75 AC
Number of Phases in Development	1

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

SECTION V. That this Resolution shall take effect from and after the passage of Ordinance 2021-46, on third and final reading, the health, safety, and welfare of the citizens requiring it.

Eric S. Stuckey
 City Administrator

Dr. Ken Moore
 Mayor

Approved as to form by:

 Shauna R. Billingsley
 City Attorney

PREAPPLICATION CONFERENCE:

_____9/7/2021_____

BOMA/FMPC JOINT CONCEPTUAL WORKSHOP:

_____9/23/2021_____

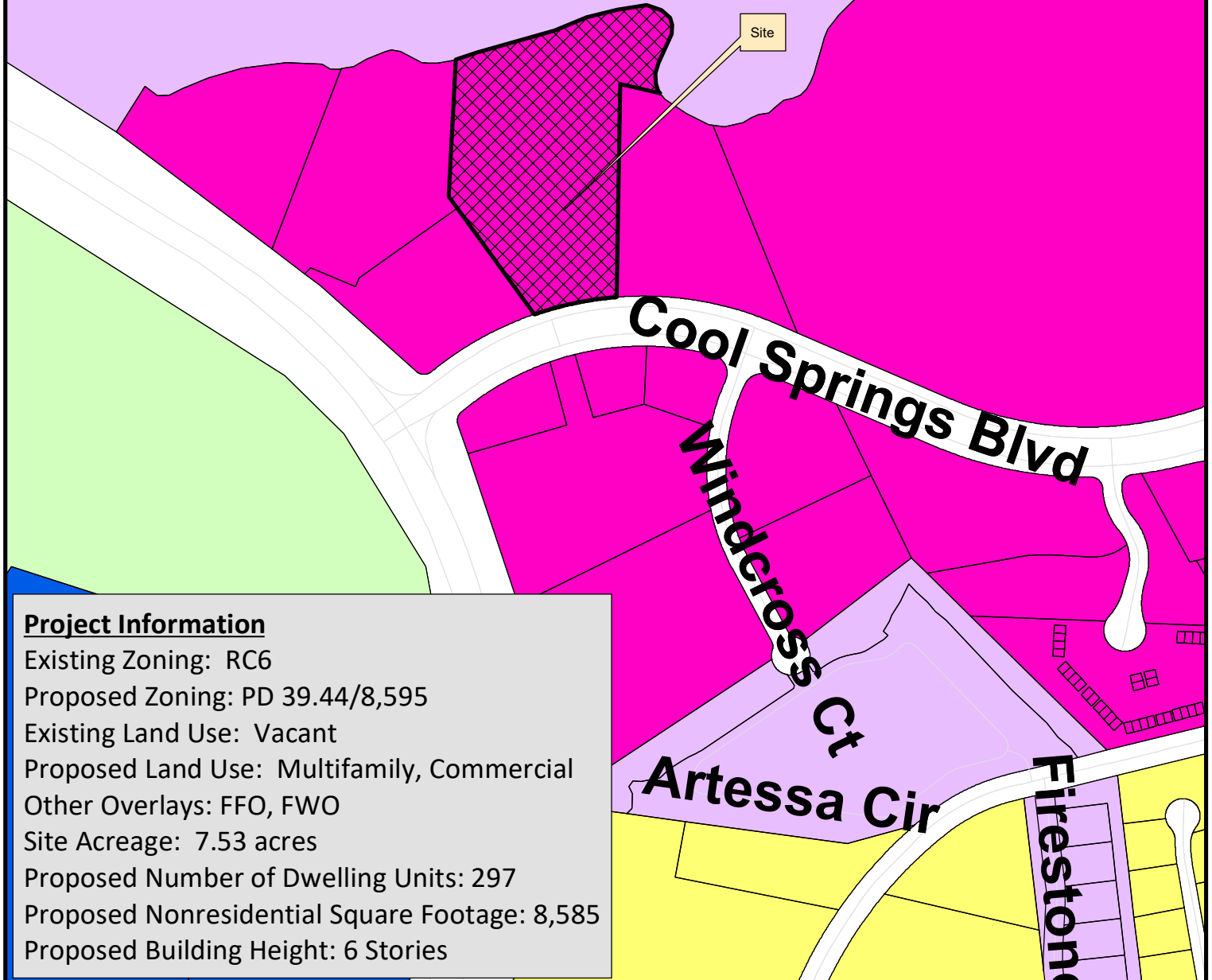
NEIGHBORHOOD MEETING:

_____9/8/2021_____

PLANNING COMMISSION RECOMMENDED APPROVAL:

PUBLIC HEARING AND BOMA APPROVAL:

HAVEN AT COOL SPRINGS PUD SUBDIVISION
ORDINANCE 2021-46
RESOLUTION 2021-154
FRANKLIN MUNICIPAL PLANNING COMMISSION
10/28/2021



Project Information

Existing Zoning: RC6

Proposed Zoning: PD 39.44/8,595

Existing Land Use: Vacant

Proposed Land Use: Multifamily, Commercial

Other Overlays: FFO, FWO

Site Acreage: 7.53 acres

Proposed Number of Dwelling Units: 297

Proposed Nonresidential Square Footage: 8,585

Proposed Building Height: 6 Stories

Haven at Cool Springs PUD	CI Civic Institutional District
AG Agricultural District	NC Neighborhood Commercial
ER Estate Residential District	CC Central Commercial District
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R3 Residential 3 District	5TH Avenue District
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MR Mixed Residential District	GO General Office District
PD Planned District	LI Light Industrial District
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HAVEN AT COOL SPRINGS
DEVELOPMENT PLAN
TAX MAP 062, GROUP G
PARCEL 04505
ADDRESS: 151 COOL SPRINGS BLVD.
FRANKLIN, TN 37067
COF # 7666
FRANKLIN, WILLIAMSON COUNTY, TN



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Contact: Mary McGowan
615.800.4004



EDI International PC
3250 Briarpark Dr.
Suite 140
Houston, TX 77042
Contact: Brit Perkins
713.375.1410

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

PARKLAND DEDICATION REQUIREMENTS

297 UNITS X \$4,304= \$1,278,288 TO MEET ORDINANCE

25% OF THE TOTAL AMOUNT OR \$319,572 WILL BE DUE AT FINAL PLAT PLUS THE NUMBER OF DWELLINGS FOR THAT PHASE AT A RATE OF \$3,228 PER UNIT.

THE 25% OR \$319,572 WILL NOT BE REIMBURSABLE AND WILL REMAIN IN QUAD 1 FOR FUTURE PARKS.

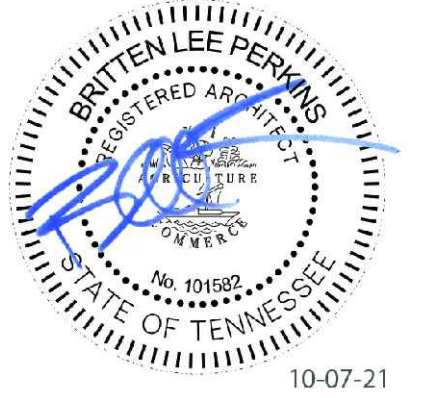
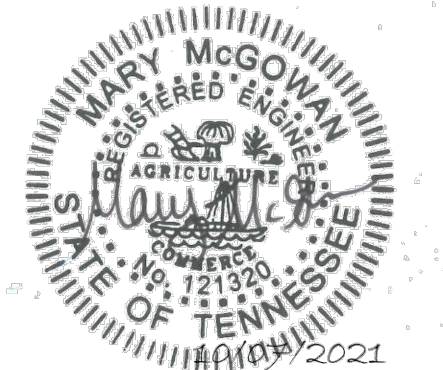
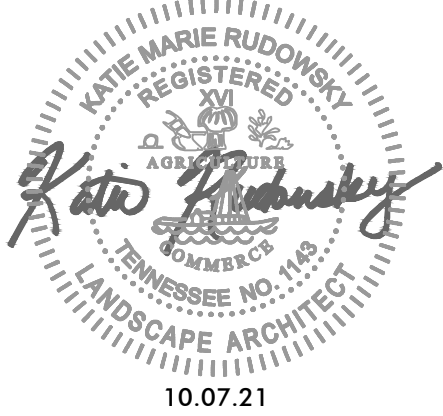
THE 75% OR \$958,716 IS POSSIBLE FOR REIMBURSEMENT WITH AN AGREEMENT AND EXHIBITS SHOWING IMPROVEMENTS.

THE DEVELOPER SHALL ENTER INTO A CONTRACT WITH THE CITY WHICH CONTAINS TERMS AND CONDITIONS RELATIVE TO THE PARKLAND IMPACT FEES REQUIRED TO BE PAID BY THE DEVELOPER AND/OR ANY OFF-SETS GRANTED FOR PARKLAND DEDICATION AND/OR CONSTRUCTION OF PARK IMPROVEMENTS AS MAY BE REQUESTED BY THE DEVELOPER. SUCH CONTRACT SHALL BE FINALIZED CONCURRENTLY WITH THE APPROVAL OF A DEVELOPMENT PLAN OR SITE PLAN WHEN A DEVELOPMENT PLAN IS NOT REQUIRED. WHEN NEITHER A DEVELOPMENT PLAN OR SITE PLAN EXIST, THE CONTRACT SHALL BE APPROVED BY BOMA PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AND SHALL CONTAIN FINANCIAL ASSURANCES TO THE CITY.

SHEET INDEX:	Sheet Number	Pre - Application Submittal	Initial Submittal	Re-Submittal	One Stop Submittal
COVER	C0.0	08-30-21	09-13-21	10-07-21	
EXISTING CONDITIONS	C1.0	08-30-21	09-13-21	10-07-21	
DEVELOPMENT PLAN	C2.0	08-30-21	09-13-21	10-07-21	
GRADING AND DRAINAGE PLAN	C3.0	08-30-21	09-13-21	10-07-21	
FIRE ROW & ACCESS PLAN	C4.0	08-30-21	09-13-21	10-07-21	
SOLID WASTE ROW & ACCESS PLAN	C4.1	08-30-21	09-13-21	10-07-21	
OVERALL UTILITY PLAN	C5.0	08-30-21	09-13-21	10-07-21	
TREE PRESERVATION PLAN	L1.0	08-30-21	09-13-21	10-07-21	
EXTERIOR VIEWS	A1.0	08-30-21	09-13-21	10-07-21	
EXTERIOR VIEWS	A1.1	08-30-21	09-13-21	10-07-21	
BUILDING ELEVATIONS	A1.2	08-30-21	09-13-21	10-07-21	
BUILDING ELEVATIONS	A1.3	08-30-21	09-13-21	10-07-21	
BUILDING ELEVATIONS	A1.4	08-30-21	09-13-21	10-07-21	
BUILDING ELEVATIONS	A1.5	08-30-21	09-13-21	10-07-21	



SITE LOCATION MAP
N.T.S



SITE DATA CHART:

PROJECT NAME: HAVEN AT COOL SPRINGS
COF PROJECT NUMBER: 7666
TAX MAP: 062
GROUP: G
PARCEL NUMBERS: 04505
ADDRESS: 151 COOL SPRINGS BLVD.
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 8
PUD SITE ACREAGE: 7.53 AC
PUD SITE SQUARE FOOTAGE: 328,019 SF
VESTING: XXX

REGULATIONS
BASE ZONING: RC6 - REGIONAL COMMERCE 6 DISTRICT
PROPOSED ZONING: PD - PLANNED DISTRICT (39.44 DU/A / 8,595 SF COMMERCIAL)

OVERLAY ZONING:
FFO - FLOOD FRINGE OVERLAY DISTRICT
FWO - FLOODWAY OVERLAY DISTRICT

BUILDING TYPES APPLIED: COMMERCIAL / MIXED-USE BUILDING
FRONTAGE TYPES APPLIED: LANDSCAPE FRONTAGE

SETBACKS: FRONT: 30'
SIDE: 5'
REAR: 25'

DWELLING UNITS COUNT BY TYPE: 297 UNITS TOTAL (242) 1 BR UNITS; (55) 2 BR UNITS

COMMERCIAL SF, BY USE: 8,595 SF
BUILDING HEIGHT: 6 STORIES
MINIMUM LANDSCAPE SURFACE AREA: 20% MIN.
OPEN SPACE SF REQUIRED: 5% MIN.
NATURAL AREA SF REQUIRED: 10% MIN.
TREE CANOPY RETENTION ACREAGE: 1.53 AC

PARKING REQUIRED, BY USE: 537 SPACES
COMMERCIAL (3.33/1,000 SF): 29 SPACES
MULTI-FAMILY: 1 BR UNITS @ 1.5/ UNIT: 363 SPACES
2 BR UNITS @ 2.3/ UNIT: 138 SPACES

PARKING PROVIDED, BY USE: 530 SPACES
PARKING GARAGE: 530 SPACES

HISTORIC RESOURCE TREATMENT: NO
PARKLAND DEDICATION REQUIREMENT: 297 UNITS X \$4,304= \$1,278,288 TO MEET ORDINANCE
THIS DEVELOPMENT PROVIDES A MIX OF RESIDENTIAL AND COMMERCIAL USES CONSISTENT WITH ENVISION FRANKLIN.

KVD PROJECT# : 21043
COF # : 7666

Sheet #:

C0.0

DATE: 09-13-2021

NOT FOR CONSTRUCTION



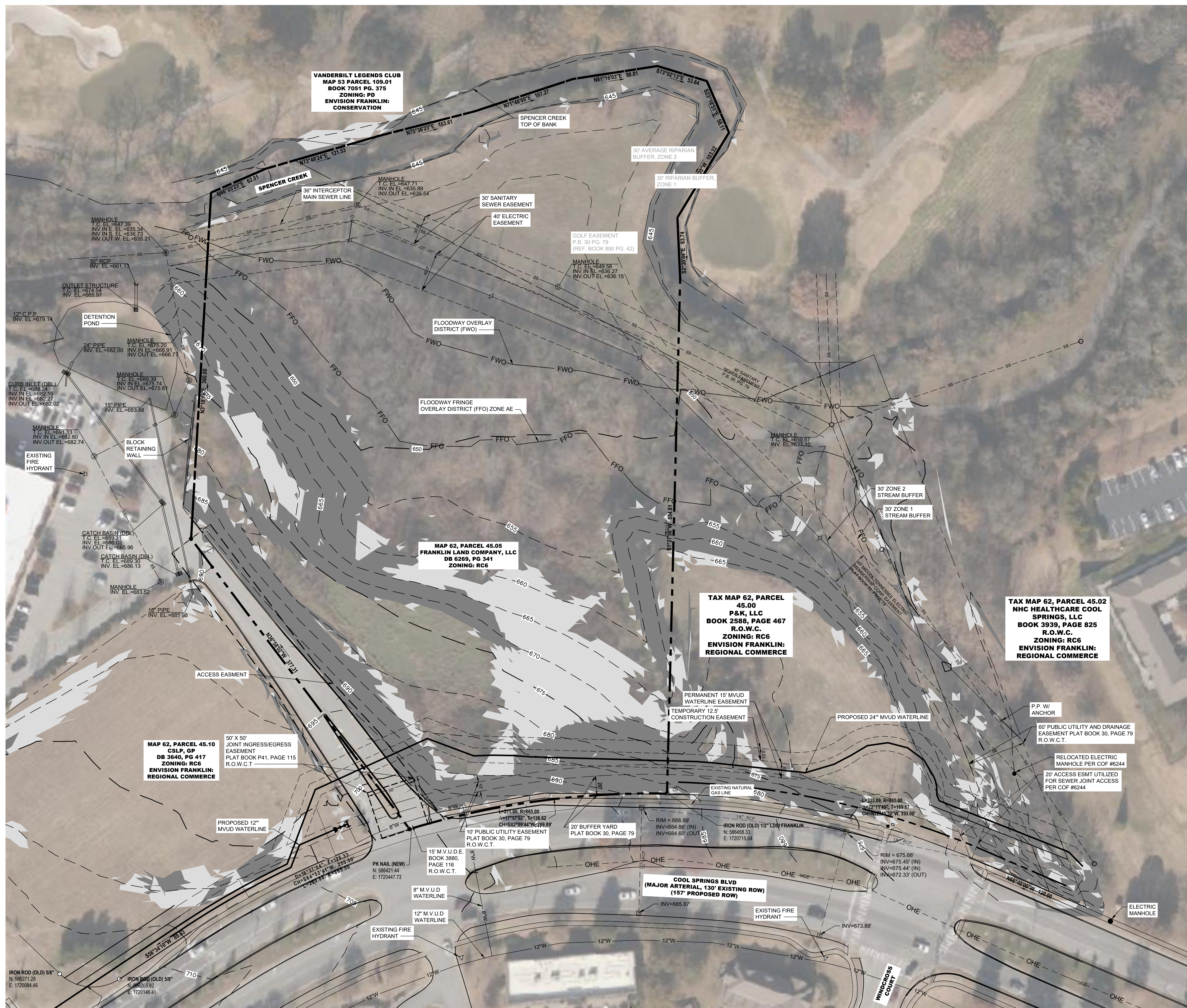
**DEVELOPMENT PLAN
HAVEN AT COOL SPRINGS
151 COOL SPRINGS BLVD
COF PROJECT # 7666
FRANKLIN, WILLIAMSON COUNTY, TN**

NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	8/27/21	LJA
2	COF INITIAL SUBMITTAL	9/13/21	LJA
3	COF RE-SUBMITTAL	10/07/21	LJA
DESIGNED BY:		WGH	
DRAWN BY:		LJA	
CHECKED BY:		MMC	
DATE:		10/07/2021	

KHA PROJECT NO. 118382002
DRAWING TITLE: ENLARGED EXISTING CONDITIONS

SHEET NUMBER

C1.0



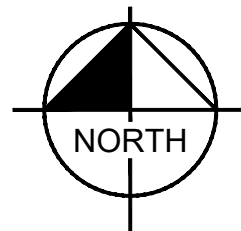
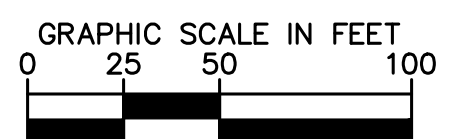
1. THE INFORMATION SHOWN ON THIS PLAN IS BASED UPON THE TENNESSEE STATE PLAN COORDINATE SYSTEM, AND NAD 83 DATA. BASE INFORMATION WAS TAKEN FROM AN ALTA SURVEY PREPARED BY THE FIRM, HENSON, THE H. HENSON, JR., INC., IN 1997. HENSON, THE H. HENSON, JR., INC., HAS BEEN ADVISED THAT THE INFORMATION PROVIDED HEREON IS NOT TO BE USED PRIOR TO CONSTRUCTION. KIMLEY-HORN AND ASSOCIATES SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION PROVIDED HEREON.
2. INFORMATION WAS ALSO TAKEN FROM THE CITY OF FRANKLIN GIS AND AERIAL PHOTOGRAPHS.
3. THE PROPERTY TAX MAP DOES NOT SHOW EVIDENCE OF THE MINERAL RIGHTS OF THIS PROPERTY BEING TRANSFERRED TO ANY PARTY OTHER THAN THE OWNER.
4. THIS PROJECT IS LOCATED IN ZONE "X" AND ZONE "AE" AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. 4787C0204P, WITH AN EFFECTIVE DATE OF 9-29-2006, WHICH MAKES UP THE NATION'S FLOOD INSURANCE RATE MAP. ZONE "X" IS AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. ZONE "AE" IS A SPECIAL FLOOD HAZARD AREA SUBJECT TO FLOODING WITH THE 1% ANNUAL CHANCE FLOOD. THIS AREA IS INDICATED ON THE PLAN.

STORMWATER RUFF FLOW FOR THIS SITE ENCOUNTERS MEADOWS AND WOODED AREAS SLOPING TOWARDS THE NORTH TO THE SPENCER CREEK. DEPENDING ON WHERE RAINWATER FALLS, IT TRAVELS VIA SHEET FLOW AND SHALLOW CHANNEL FLOW IN ONE OF TWO DIRECTIONS NOTED IN THE GRADING PLANS WITH OUTFALL LABELS. OUTFALL #1 PRIMARILY DISCHARGES FLOW FROM THE WEST SIDE OF THE SITE TOWARDS THE NORTHWEST CORNER, AND OUTFALL #2 PRIMARILY DISCHARGES FLOW FROM THE EAST SIDE, TOWARDS THE NORTHEAST CORNER. EROSION PREVENTION AND PERVIOUS PAVERS ARE UTILIZED TO ADDRESS WATER QUALITY. POST-OUTFALLS THE WATER CONTINUES SHEET FLOW TOWARDS THE SPENCER CREEK.

OUTFALLS #1 AND #2 WILL BE UTILIZED IN THE DEVELOPMENT OF THIS SITE.

14% - 19.99%

20% and above





PERSPECTIVE FROM SOUTHWEST

2

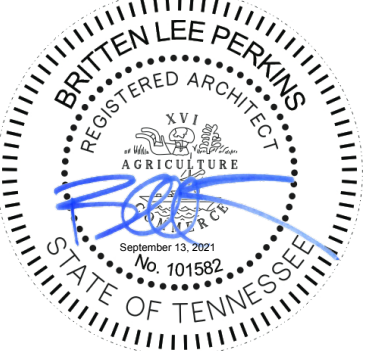


PERSPECTIVE FROM SOUTHEAST

1



EDI International, PC.
3250 Briarpark Dr.
Suite 140
Houston, TX 77042
Phone: (713) 375-1400
Fax: (713) 375-1600
Firm ID: 0008186603



DEVELOPMENT PLAN
HAVEN AT COOL SPRINGS
151 COOL SPRINGS BLVD
COF PROJECT # 7666
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
	COF PRE-APPLICATION	08/27/21	KMR
	COF INITIAL SUBMITTAL	09/13/21	KMR
	COF RESUBMITTAL	10/07/21	KMR

DESIGNED BY:

DRAWN BY:

CHECKED BY:

DATE: 10/07/21

KVD PROJECT NO. 21043

DRAWING TITLE:

EXTERIOR VIEWS

SHEET NUMBER

A1.0



PERSPECTIVE FROM NORTHWEST 2



PERSPECTIVE FROM NORTHEAST 1

KVD

KISER VOGGIN DESIGN

5005 Meridian Blvd. Ste 100 Franklin, TN 37067
301.904.0158 | www.kiservoggin.com

EDI

EDI International, P.C.

3250 Briarpark Dr.
Suite 140
Houston, TX 77042
Phone: (713) 375-1400
Fax: (713) 375-1600
Firm ID: 0008186603



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HAVEN AT COOL SPRINGS
151 COOL SPRINGS BLVD
COF PROJECT # 7666
FRANKLIN, WILLIAMSON COUNTY, TN

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	COF PRE-APPLICATION	08/27/21	KMR
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DESIGNED BY:			
DRAWN BY:			
CHECKED BY:			
DATE: 10/07/21			
KVD PROJECT NO. 21043			
DRAWING TITLE:			
EXTERIOR VIEWS			
SHEET NUMBER			
A1.1			

HAVEN AT COOL SPRINGS
DEVELOPMENT PLAN
TAX MAP 062, GROUP G
PARCEL 04505
ADDRESS: 151 COOL SPRINGS BLVD.
FRANKLIN, TN 37067
COF # 7666
FRANKLIN, WILLIAMSON COUNTY, TN



Guefen Development Partners
3200 Southwest Freeway
Suite 1870
Houston, TX 77027
Contact: Richard Owen
202.285.4357



Kiser+Vogrin Design
5005 Meridian Blvd
Suite 100
Franklin, TN 37067
Contact: Katie Rudowsky
310.904.0158



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



EDI International PC
3250 Briarpark Dr.
Suite 140
Houston, TX 77042
Contact: Brit Perkins
713.375.1410

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

PARKLAND DEDICATION REQUIREMENTS

297 UNITS X \$4,304= \$1,278,288 TO MEET ORDINANCE

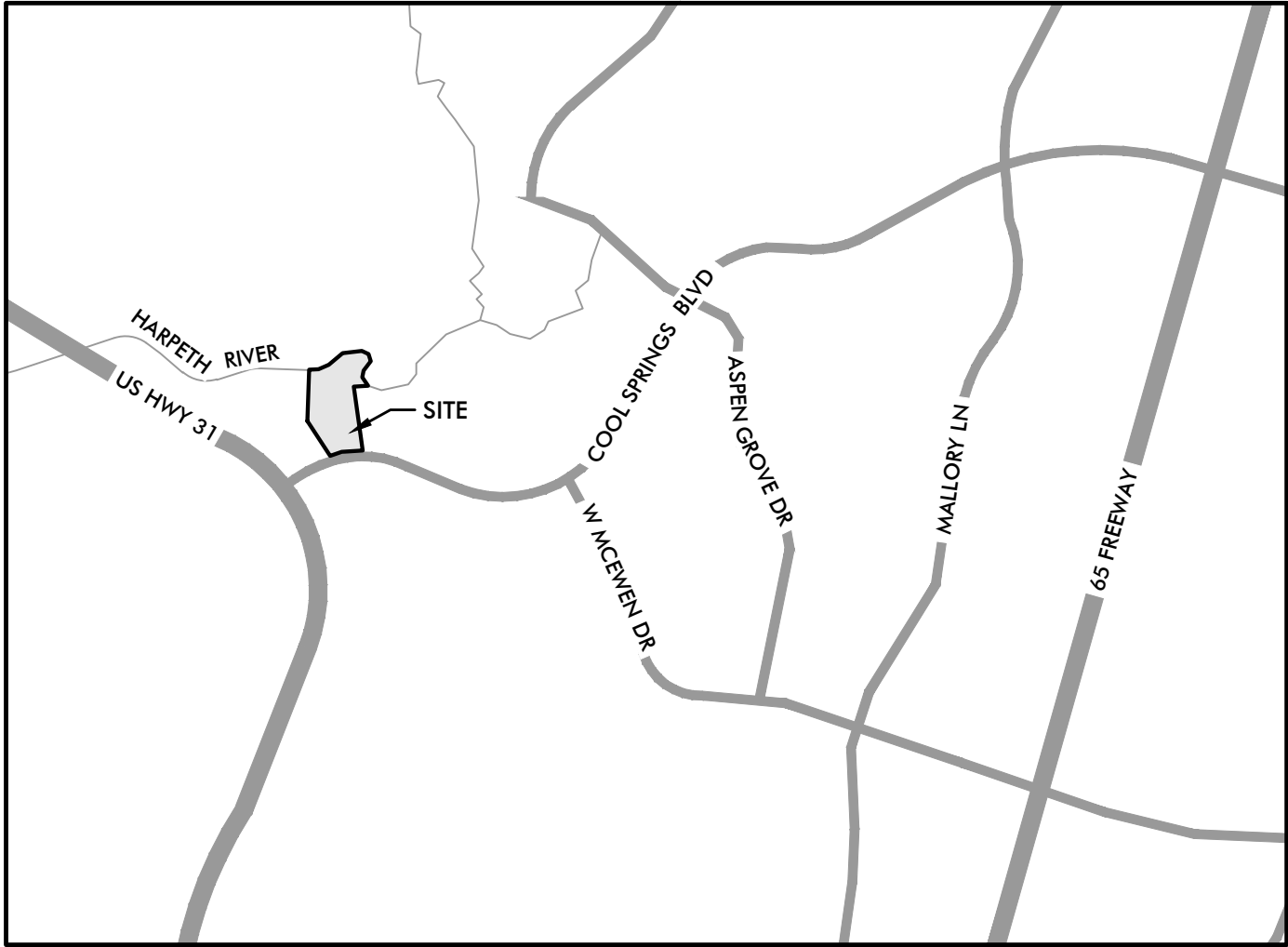
25% OF THE TOTAL AMOUNT OR \$319,572 WILL BE DUE AT FINAL PLAT PLUS THE NUMBER OF DWELLINGS FOR THAT PHASE AT A RATE OF \$3,228 PER UNIT.

THE 25% OR \$319,572 WILL NOT BE REIMBURSABLE AND WILL REMAIN IN QUAD 1 FOR FUTURE PARKS.

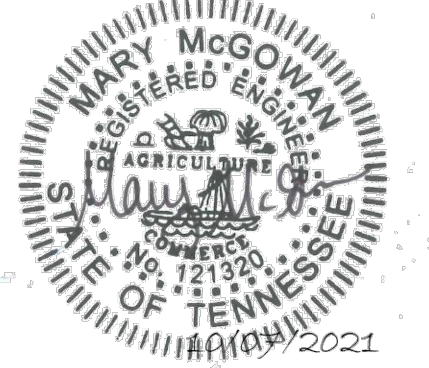
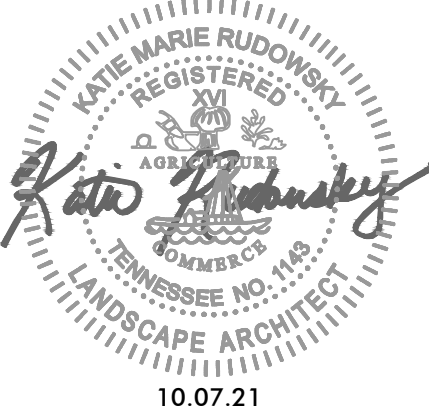
THE 75% OR \$958,716 IS POSSIBLE FOR REIMBURSEMENT WITH AN AGREEMENT AND EXHIBITS SHOWING IMPROVEMENTS.

THE DEVELOPER SHALL ENTER INTO A CONTRACT WITH THE CITY WHICH CONTAINS TERMS AND CONDITIONS RELATIVE TO THE PARKLAND IMPACT FEES REQUIRED TO BE PAID BY THE DEVELOPER AND/OR ANY OFF-SETS GRANTED FOR PARKLAND DEDICATION AND/OR CONSTRUCTION OF PARK IMPROVEMENTS AS MAY BE REQUESTED BY THE DEVELOPER. SUCH CONTRACT SHALL BE FINALIZED CONCURRENTLY WITH THE APPROVAL OF A DEVELOPMENT PLAN OR SITE PLAN WHEN A DEVELOPMENT PLAN IS NOT REQUIRED. WHEN NEITHER A DEVELOPMENT PLAN OR SITE PLAN EXIST, THE CONTRACT SHALL BE APPROVED BY BOMA PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AND SHALL CONTAIN FINANCIAL ASSURANCES TO THE CITY.

SHEET INDEX:	Sheet Number	Pre - Application Submittal	Initial Submittal	Re-Submittal	One Stop Submittal
COVER	C0.0	08-30-21	09-13-21	10-07-21	
EXISTING CONDITIONS	C1.0	08-30-21	09-13-21	10-07-21	
DEVELOPMENT PLAN	C2.0	08-30-21	09-13-21	10-07-21	
GRADING AND DRAINAGE PLAN	C3.0	08-30-21	09-13-21	10-07-21	
FIRE ROW & ACCESS PLAN	C4.0	08-30-21	09-13-21	10-07-21	
SOLID WASTE ROW & ACCESS PLAN	C4.1	08-30-21	09-13-21	10-07-21	
OVERALL UTILITY PLAN	C5.0	08-30-21	09-13-21	10-07-21	
TREE PRESERVATION PLAN	L1.0	08-30-21	09-13-21	10-07-21	
EXTERIOR VIEWS	A1.0	08-30-21	09-13-21	10-07-21	
EXTERIOR VIEWS	A1.1	08-30-21	09-13-21	10-07-21	
BUILDING ELEVATIONS	A1.2	08-30-21	09-13-21	10-07-21	
BUILDING ELEVATIONS	A1.3	08-30-21	09-13-21	10-07-21	
BUILDING ELEVATIONS	A1.4	08-30-21	09-13-21	10-07-21	
BUILDING ELEVATIONS	A1.5	08-30-21	09-13-21	10-07-21	



SITE LOCATION MAP
N.T.S.



SITE DATA CHART:

PROJECT NAME: HAVEN AT COOL SPRINGS
COF PROJECT NUMBER: 7666
TAX MAP: 062
GROUP: G
PARCEL NUMBERS: 04505
ADDRESS: 151 COOL SPRINGS BLVD.
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 8
PUD SITE ACREAGE: 7.53 AC
PUD SITE SQUARE FOOTAGE: 328,019 SF
VESTING: XXX

REGULATIONS
BASE ZONING: RC6 - REGIONAL COMMERCE 6 DISTRICT
PROPOSED ZONING: PD - PLANNED DISTRICT
(39.44 DU/A / 8,595 SF COMMERCIAL)

OVERLAY ZONING:
FFO - FLOOD FRINGE OVERLAY DISTRICT
FWO - FLOODWAY OVERLAY DISTRICT

BUILDING TYPES APPLIED: COMMERCIAL / MIXED-USE BUILDING
FRONTAGE TYPES APPLIED: LANDSCAPE FRONTAGE
SETBACKS: FRONT: 30'
SIDE: 5'
REAR: 25'

DWELLING UNITS COUNT BY TYPE: 297 UNITS TOTAL
(242) 1 BR UNITS; (55) 2 BR UNITS

COMMERCIAL SF, BY USE: 8,595 SF
BUILDING HEIGHT: 6 STORIES
MINIMUM LANDSCAPE SURFACE AREA: 20% MIN.
OPEN SPACE SF REQUIRED: 5% MIN.
NATURAL AREA SF REQUIRED: 10% MIN.
TREE CANOPY RETENTION ACREAGE: 1.53 AC

PARKING REQUIRED, BY USE: 537 SPACES
COMMERCIAL (3.33/1,000 SF): 29 SPACES
MULTI-FAMILY: 1 BR UNITS @ 1.5/ UNIT: 363 SPACES
2 BR UNITS @ 2.3/ UNIT: 138 SPACES

PARKING PROVIDED, BY USE: 530 SPACES
PARKING GARAGE: 530 SPACES

HISTORIC RESOURCE TREATMENT: NO
PARKLAND DEDICATION REQUIREMENT: 297 UNITS X \$4,304= \$1,278,288 TO MEET ORDINANCE
THIS DEVELOPMENT PROVIDES A MIX OF RESIDENTIAL AND COMMERCIAL USES CONSISTENT WITH ENVISION FRANKLIN.

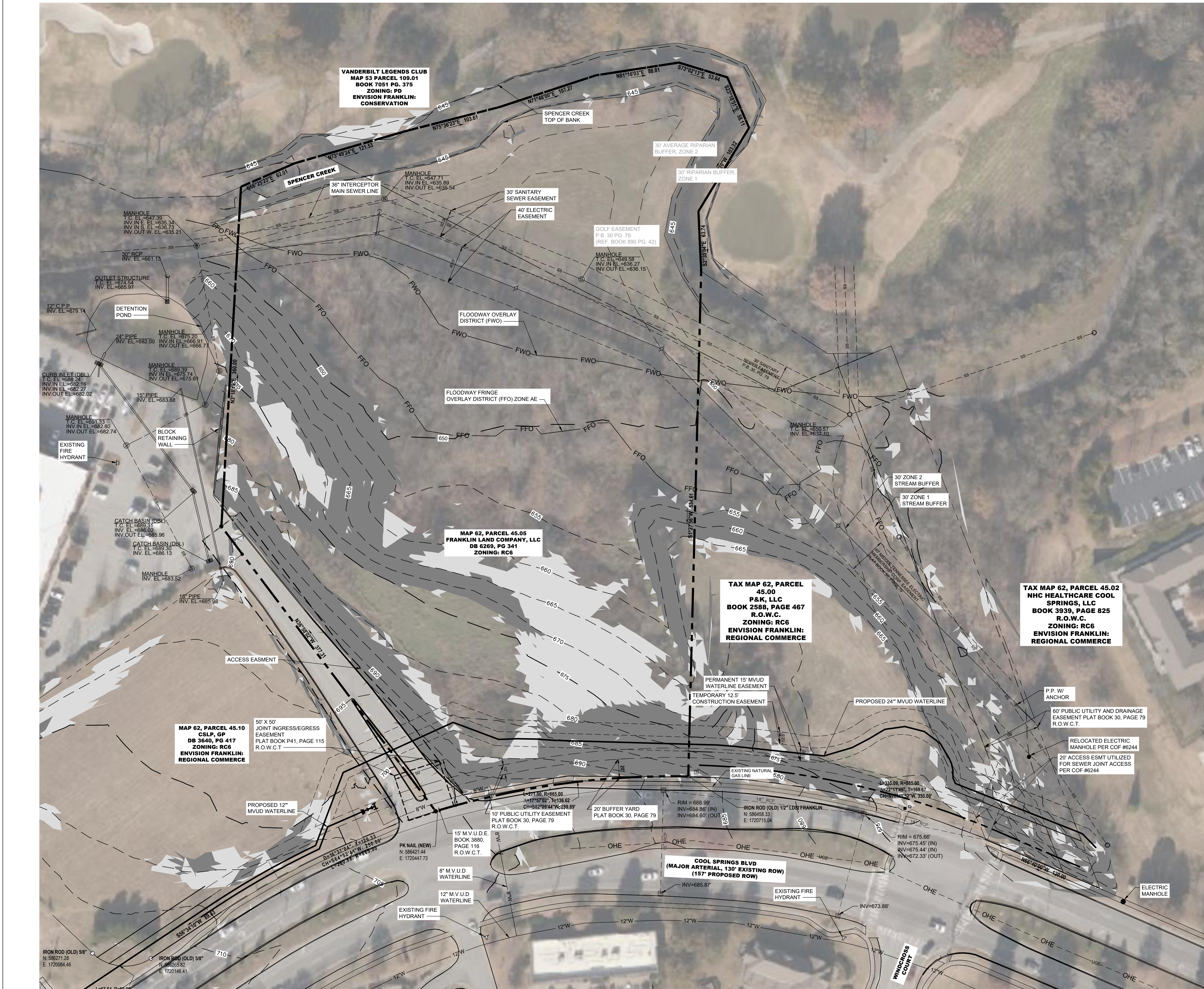
KVD PROJECT# : 21043
COF # : 7666

Sheet #:

C0.0

DATE: 09-13-2021

NOT FOR CONSTRUCTION

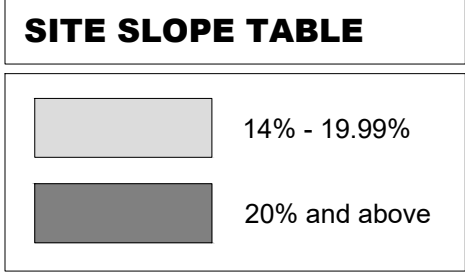


- SURVEY NOTES**
1. THE INFORMATION SHOWN ON THIS PLAN IS BASED UPON THE TENNESSEE STATE PLAN COORDINATE SYSTEM, AND NAD 83 DATUM.
 2. BASE INFORMATION WAS TAKEN FROM AN ALTA SURVEY PREPARED BY HFR DESIGN. THE INFORMATION PROVIDED SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. KIMLEY-HORN AND ASSOCIATES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

STORMWATER NARRATIVE

STORMWATER RUNOFF FOR THIS SITE ENCOUNTERS MEADOWS AND WOODED AREAS SLOPING TOWARDS THE NORTH TO THE SPENCER CREEK. DEPENDING ON WHERE RAINWATER FALLS, IT TRAVELS VIA SHEET FLOW AND SHALLOW CHANNEL FLOW IN ONE OF TWO DIRECTIONS NOTED IN THE GRADING PLANS WITH OUTFALL LABELS. OUTFALL #1 PRIMARILY DISCHARGES FLOW FROM THE WEST SIDE OF THE SITE TOWARDS THE NORTHWEST CORNER, AND OUTFALL #2 PRIMARILY DISCHARGES FLOW FROM THE EAST SIDE OF THE SITE TOWARDS THE NORTHEAST CORNER. BIORETENTION AND PERVIOUS PAVERS ARE UTILIZED TO ADDRESS WATER QUALITY. POST-OUTFALLS THE WATER CONTINUES SHEET FLOW TOWARDS THE SPENCER CREEK.

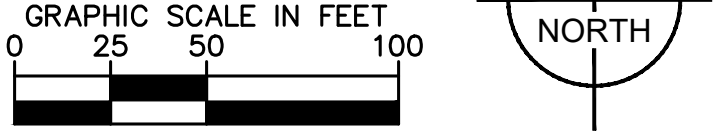
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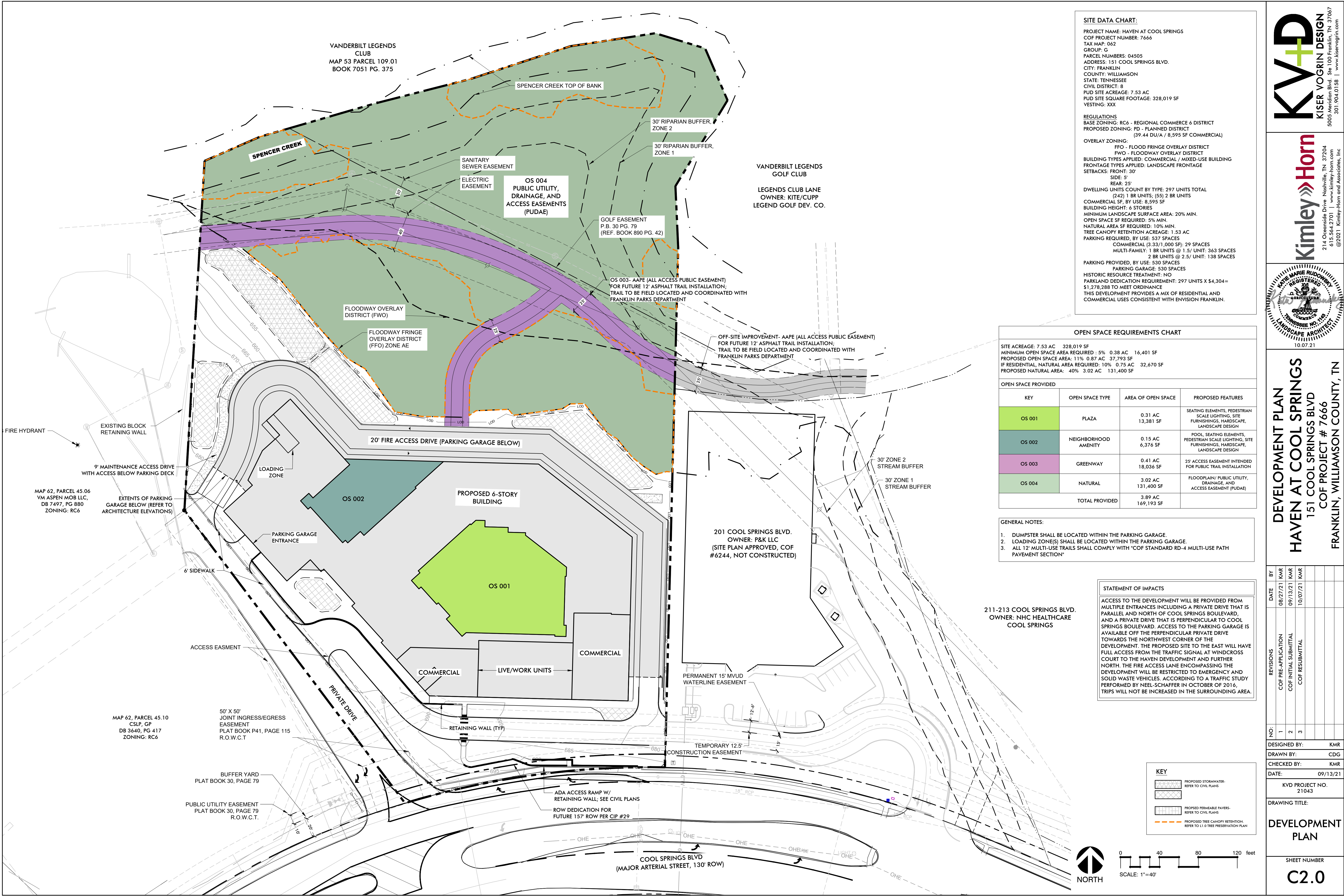


DEVELOPMENT PLAN
HAVEN AT COOL SPRINGS
151 COOL SPRINGS BLVD
COF PROJECT # 7666
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
1	COF PRE-APPLICATION	8/27/21	LJA
2	COF INITIAL SUBMITTAL	9/13/21	LJA
3	COF RE-SUBMITTAL	10/07/21	LJA
DESIGNED BY:	WGH		
DRAWN BY:	LIA		
CHECKED BY:	MMC		
DATE:	10/07/2021		

KHA PROJECT NO. 118382002
DRAWING TITLE:
ENLARGED EXISTING CONDITIONS
SHEET NUMBER C1.0





SITE DATA CHART:

PROJECT NAME: HAVEN AT COOL SPRINGS
COF PROJECT NUMBER: 7666
TAX MAP: 062
GROUP: G
PARCEL NUMBERS: 04505
ADDRESS: 151 COOL SPRINGS BLVD.
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 8
PUD SITE ACREAGE: 7.53 AC
PUD SITE SQUARE FOOTAGE: 328,019 SF
VESTING: XXX

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PROPOSED ZONING: PD - PLANNED DISTRICT
(39.44 DU/A / 8,595 SF COMMERCIAL)

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THIS DEVELOPMENT PROVIDES A MIX OF RESIDENTIAL AND COMMERCIAL USES CONSISTENT WITH ENVISION FRANKLIN.

OPEN SPACE REQUIREMENTS CHART

SITE ACREAGE: 7.53 AC 328,019 SF
MINIMUM OPEN SPACE AREA REQUIRED : 5% 0.38 AC 16,401 SF
PROPOSED OPEN SPACE AREA: 11% 0.87 AC 37,793 SF
IF RESIDENTIAL, NATURAL AREA REQUIRED: 10% 0.75 AC 32,670 SF
PROPOSED NATURAL AREA: 40% 3.02 AC 131,400 SF

KEY	OPEN SPACE TYPE	AREA OF OPEN SPACE	PROPOSED FEATURES
OS 001	PLAZA	0.31 AC 13,381 SF	SEATING ELEMENTS, PEDESTRIAN SCALE LIGHTING, SITE FURNISHINGS, HARDSCAPE, LANDSCAPE DESIGN
OS 002	NEIGHBORHOOD AMENITY	0.15 AC 6,376 SF	POOL, SEATING ELEMENTS, PEDESTRIAN SCALE LIGHTING, SITE FURNISHINGS, HARDSCAPE, LANDSCAPE DESIGN
OS 003	GREENWAY	0.41 AC 18,036 SF	25' ACCESS EASEMENT INTENDED FOR PUBLIC TRAIL INSTALLATION
OS 004	NATURAL	3.02 AC 131,400 SF	FLOODPLAIN/ PUBLIC UTILITY, DRAINAGE, AND ACCESS EASEMENT (PUDAE)
TOTAL PROVIDED		3.89 AC 169,193 SF	

GENERAL NOTES:
1. DUMPSTER SHALL BE LOCATED WITHIN THE PARKING GARAGE.
2. LOADING ZONE(S) SHALL BE LOCATED WITHIN THE PARKING GARAGE.
3. ALL 12' MULTI-USE TRAILS SHALL COMPLY WITH "COF STANDARD RD-4 MULTI-USE PATH PAVEMENT SECTION"

STATEMENT OF IMPACTS

ACCESS TO THE DEVELOPMENT WILL BE PROVIDED FROM MULTIPLE ENTRANCES INCLUDING A PRIVATE DRIVE THAT IS PARALLEL AND NORTH OF COOL SPRINGS BOULEVARD, AND A PRIVATE DRIVE THAT IS PERPENDICULAR TO COOL SPRINGS BOULEVARD. ACCESS TO THE PARKING GARAGE IS AVAILABLE OFF THE PERPENDICULAR PRIVATE DRIVE TOWARDS THE NORTHWEST CORNER OF THE DEVELOPMENT. THE PROPOSED SITE TO THE EAST WILL HAVE FULL ACCESS FROM THE TRAFFIC SIGNAL AT WINDCROSS COURT TO THE HAVEN DEVELOPMENT AND FURTHER NORTH. THE FIRE ACCESS LANE ENCOMPASSING THE DEVELOPMENT WILL BE RESTRICTED TO EMERGENCY AND SOLID WASTE VEHICLES. ACCORDING TO A TRAFFIC STUDY PERFORMED BY NEEL-SCHAFER IN OCTOBER OF 2016, TRIPS WILL NOT BE INCREASED IN THE SURROUNDING AREA.

KEY

PROPOSED STORMWATER- REFER TO CIVIL PLANS
PROPOSED PERMEABLE PAVERS- REFER TO CIVIL PLANS
PROPOSED TREE CANOPY RETENTION- REFER TO L.O. TREE PRESERVATION PLAN

0 40 80 120 feet
SCALE: 1"=40'

KVD
KISER VOGRIN DESIGN
9005 Meridian Blvd. Ste 100 Franklin, TN 37067
301.904.0158 | www.kiservogrin.com

Kimley-Horn
214 Occanee Drive Nashville, TN 37204
615.564.2701 www.kimley-horn.com
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REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT
Tennessee No. 19
10.07.21

DEVELOPMENT PLAN
HAVEN AT COOL SPRINGS
151 COOL SPRINGS BLVD
COF PROJECT # 7666
FRANKLIN, WILLIAMSON COUNTY, TN

REVISIONS	NO.	DATE	BY
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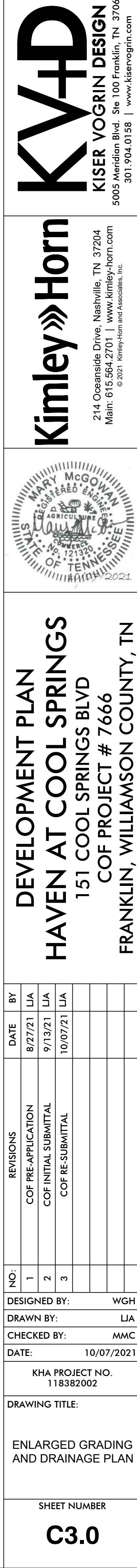
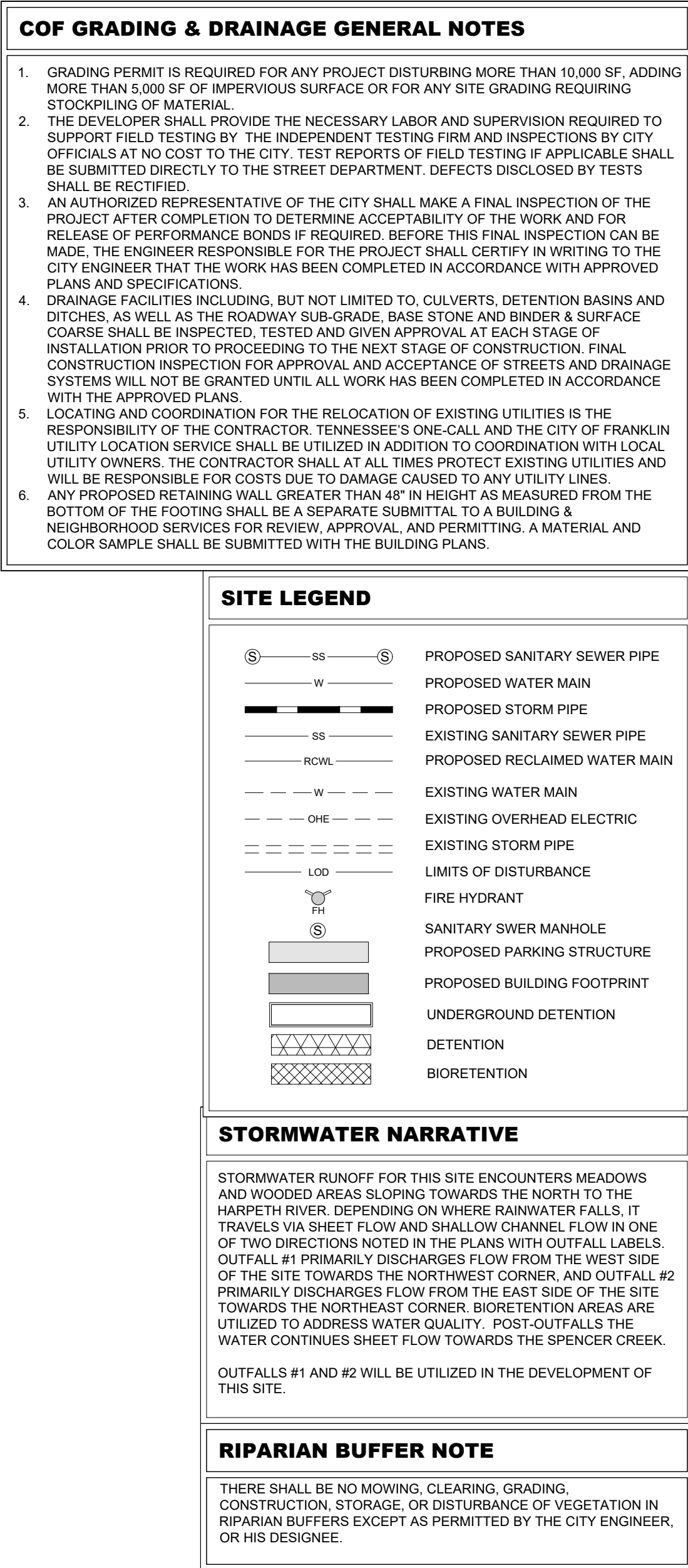
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DRAWN BY: CDG
CHECKED BY: KMR
DATE: 09/13/21

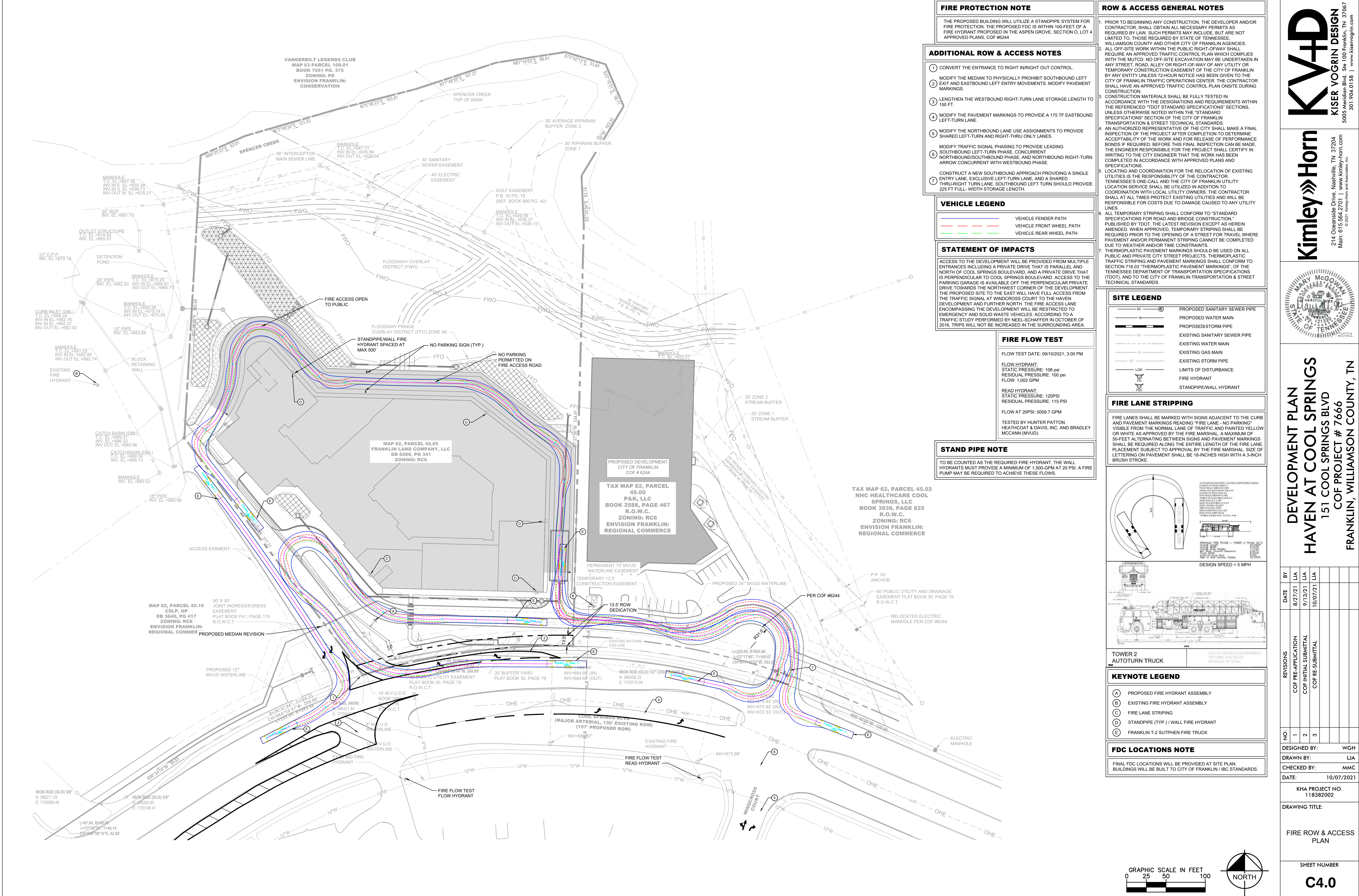
KVD PROJECT NO. 21043
DRAWING TITLE:
DEVELOPMENT PLAN
SHEET NUMBER
C2.0

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Page 108 of 213





FIRE PROTECTION NOTE

THE PROPOSED BUILDING WILL UTILIZE A STANDPIPE SYSTEM FOR FIRE PROTECTION. THE PROPOSED FDC IS WITHIN 100-FEET OF A FIRE HYDRANT PROPOSED IN THE ASPEN GROVE, SECTION O, LOT 4 APPROVED PLANS, COF #6244

ADDITIONAL ROW & ACCESS NOTES

- 1 CONVERT THE ENTRANCE TO RIGHT IN/RIGHT OUT CONTROL.
- 2 MODIFY THE MEDIAN TO PHYSICALLY PROHIBIT SOUTHBOUND LEFT EXIT AND EASTBOUND LEFT ENTRY MOVEMENTS. MODIFY PAVEMENT MARKINGS.
- 3 LENGTHEN THE WESTBOUND RIGHT-TURN LANE STORAGE LENGTH TO 150 FT.
- 4 MODIFY THE PAVEMENT MARKINGS TO PROVIDE A 175 FT EASTBOUND LEFT-TURN LANE.
- 5 MODIFY THE NORTHBOUND LANE USE ASSIGNMENTS TO PROVIDE SHARED LEFT-TURN AND RIGHT-THRU ONLY LANES.
- 6 MODIFY TRAFFIC SIGNAL PHASING TO PROVIDE LEADING SOUTHBOUND LEFT-TURN PHASE, CONCURRENT NORTHBOUND/SOUTHBOUND PHASE, AND NORTHBOUND RIGHT-TURN ARROW CONCURRENT WITH WESTBOUND PHASE.
- 7 CONSTRUCT A NEW SOUTHBOUND APPROACH PROVIDING A SINGLE ENTRY LANE, EXCLUSIVE LEFT-TURN LANE, AND A SHARED THRU-RIGHT TURN LANE. SOUTHBOUND LEFT TURN SHOULD PROVIDE 725 FT FULL-WIDTH STORAGE LENGTH.

VEHICLE LEGEND

- VEHICLE FENDER PATH
- VEHICLE FRONT WHEEL PATH
- VEHICLE REAR WHEEL PATH

STATEMENT OF IMPACTS

ACCESS TO THE DEVELOPMENT WILL BE PROVIDED FROM MULTIPLE ENTRANCES INCLUDING A PRIVATE DRIVE THAT IS PARALLEL AND NORTH OF COOL SPRINGS BOULEVARD, AND A PRIVATE DRIVE THAT IS PERPENDICULAR TO COOL SPRINGS BOULEVARD. ACCESS TO THE PARKING GARAGE IS AVAILABLE OFF THE PERPENDICULAR PRIVATE DRIVE TOWARDS THE NORTHWEST CORNER OF THE DEVELOPMENT. THE PROPOSED SITE TO THE EAST WILL HAVE FULL ACCESS FROM THE TRAFFIC SIGNAL AT WINDCROSS COURT TO THE HAVEN DEVELOPMENT AND FURTHER NORTH. THE FIRE ACCESS LANE ENCOMPASSING THE DEVELOPMENT WILL BE RESTRICTED TO EMERGENCY AND SOLID WASTE VEHICLES. ACCORDING TO A TRAFFIC STUDY PERFORMED BY NEEL-SCHAFER IN OCTOBER OF 2016, TRIPS WILL NOT BE INCREASED IN THE SURROUNDING AREA.

FIRE FLOW TEST

FLOW TEST DATE: 09/10/2021, 3:00 PM
FLOW HYDRANT:
STATIC PRESSURE: 108 psi
RESIDUAL PRESSURE: 100 psi
FLOW: 1,002 GPM
READ HYDRANT:
STATIC PRESSURE: 120PSI
RESIDUAL PRESSURE: 115 PSI
FLOW AT 20PSI: 5059.7 GPM
TESTED BY HUNTER PATTON
HEATHCOAT & DAVIS, INC. AND BRADLEY MCCANN (MVUD).

STAND PIPE NOTE

TO BE COUNTED AS THE REQUIRED FIRE HYDRANT, THE WALL HYDRANTS MUST PROVIDE A MINIMUM OF 1,500-GPM AT 20 PSI. A FIRE PUMP MAY BE REQUIRED TO ACHIEVE THESE FLOWS.

ROW & ACCESS GENERAL NOTES

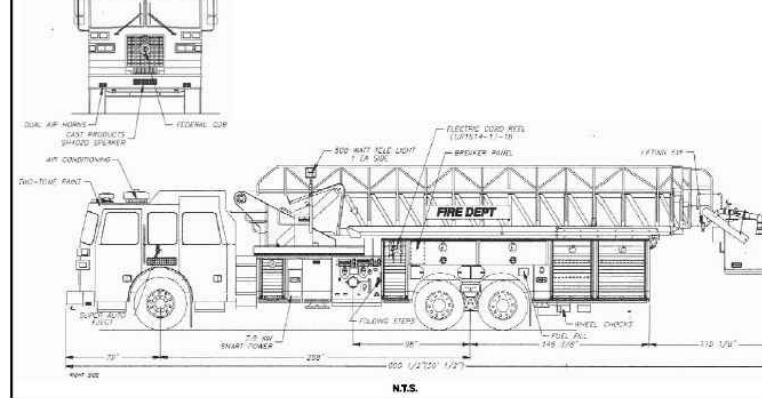
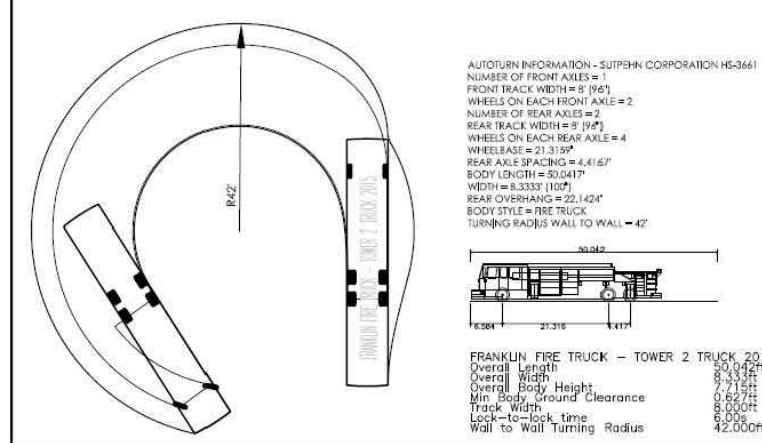
1. PRIOR TO BEGINNING ANY CONSTRUCTION, THE DEVELOPER AND/OR CONTRACTOR, SHALL OBTAIN ALL NECESSARY PERMITS AS REQUIRED BY LAW. SUCH PERMITS MAY INCLUDE, BUT ARE NOT LIMITED TO, THOSE REQUIRED BY STATE OF TENNESSEE, WILLIAMSON COUNTY AND OTHER CITY OF FRANKLIN AGENCIES.
2. ALL OFF-SITE WORK WITHIN THE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

SITE LEGEND

- SS PROPOSED SANITARY SEWER PIPE
- W PROPOSED WATER MAIN
- SS PROPOSED STORM PIPE
- SS EXISTING SANITARY SEWER PIPE
- W EXISTING WATER MAIN
- G EXISTING GAS MAIN
- ST EXISTING STORM PIPE
- LOC LIMITS OF DISTURBANCE
- FDC FIRE HYDRANT
- FDC STANDPIPE/WALL HYDRANT

FIRE LANE STRIPING

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



KEYNOTE LEGEND

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

FDC LOCATIONS NOTE

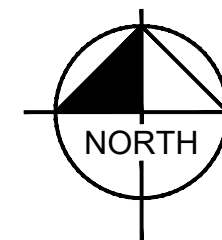
FINAL FDC LOCATIONS WILL BE PROVIDED AT SITE PLAN. BUILDINGS WILL BE BUILT TO CITY OF FRANKLIN / IBC STANDARDS.

Kimley»Horn
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DEVELOPMENT PLAN
HAVEN AT COOL SPRINGS
151 COOL SPRINGS BLVD
COF PROJECT # 7666
FRANKLIN, WILLIAMSON COUNTY, TN

REVISIONS	NO.	DATE	BY	COF PRE-APPLICATION	COF INITIAL SUBMITTAL	COF RE-SUBMITTAL
	1	8/27/21	LJA			
	2	9/13/21	LJA			
	3	10/07/21	LJA			
DESIGNED BY:			WGH			
DRAWN BY:			LJA			
CHECKED BY:			MMC			
DATE:		10/07/2021				
KHA PROJECT NO.		118382002				
DRAWING TITLE:						
FIRE ROW & ACCESS PLAN						
SHEET NUMBER						
C4.0						



**VANDERBILT LEGENDS
GOLF CLUB**

**LEGENDS CLUB LANE
OWNER: KITE/CUPP
LEGEND GOLF DEV. CO.**

125 COOL SPRINGS BLVD
ASPEN GROVE MEDICAL PLAZA

101 COOL SPRINGS BLVD.
OWNER: CSLP GP

JOINT ACCESS EASEMENT
50' X 50' JOINT
INGRESS/EGRESS EASEMENT
15' X 30' MVUD METER VAULT
EASEMENT
10' PUBLIC UTILITY EASEMENT
20' BUFFER YARD

0.16 AC

0.54 AC

**FLOODWAY
BOUNDARY**

**100 YEAR FLOODPLAIN
BOUNDARY**

1.92 AC

0.26 AC

SPENCER CREEK TOP OF BANK

30' RIPARIAN BUFFER,
ZONE 2

30' RIPARIAN BUFFER
ZONE 1

**VANDERBILT LEGENDS
GOLF CLUB**

**LEGENDS CLUB LANE
OWNER: KITE/CUPP
LEGEND GOLF DEV. CO.**

201 COOL SPRINGS BLVD.
OWNER: P&K LLC

211-213 COOL SPRINGS BLVD.
OWNER: NHC HEALTHCARE
COOL SPRINGS

LANDSCAPE DATA

SITE ACREAGE:	7.53 AC
EXISTING SITE ZONING DISTRICT:	RC6 - REGIONAL COMMERCE & DISTRICT
PROPOSED SITE ZONING DISTRICT:	PD - PLANNED DISTRICT
APPLICABLE OVERLAYS:	FPO - FLOOD FRINGE OVERLAY DISTRICT FWO - FLOODWAY OVERLAY DISTRICT
MINIMUM REQUIRED LANDSCAPE AREA (RATIO & ACREAGE):	0.20 (1.51 AC)
EXISTING TREE CANOPY AREA:	3.43 AC
PERCENT AND ACREAGE TREE CANOPY AREA:	22% (0.75 AC)
PERCENT AND ACREAGE OF PRESERVED CANOPY COVER PROVIDED:	41% (1.42 AC)
NUMBER AND DBH OF SPECIMEN TREES REMOVED:	0
PROPOSED TREE SAVE AREA:	1.42 AC

TREE PROTECTION NOTE:

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

KEY

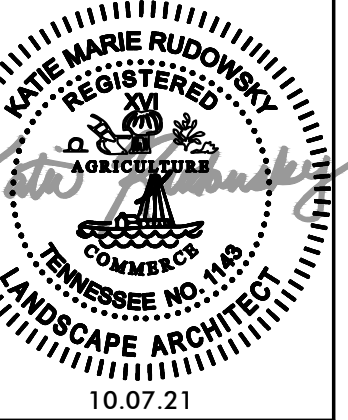
	APPROXIMATE EXISTING TREE CANOPY TO REMAIN 1.42 AC (61,855 SQ. FT.)
	PROPOSED EXISTING TREE CANOPY TO BE REMOVED 2.01 AC (87,556 SQ. FT.)

GOOGLE EARTH
PRO AERIAL PHOTO
10-22-2019

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

KVD
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DEVELOPMENT PLAN
HAVEN AT COOL SPRINGS
151 COOL SPRINGS BLVD
COF PROJECT # 7666
FRANKLIN, WILLIAMSON COUNTY, TN

DESIGNED BY:	KMR	08/27/21	KMR
AWN BY:	CDG	09/13/21	KMR
CHECKED BY:	KMR	10/07/21	KMR
DATE:	09/13/21		

KVD PROJECT NO. 21043	
DRAWING TITLE: TREE RESERVATION PLAN	
SHEET NUMBER L1.0	



PERSPECTIVE FROM SOUTHWEST

2



PERSPECTIVE FROM SOUTHEAST

1

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	COF INITIAL SUBMITTAL	09/13/21	KMR
	COF RESUBMITTAL	10/07/21	KMR

DESIGNED BY:

DRAWN BY:

CHECKED BY:

DATE: 10/07/21

KVD PROJECT NO.
21043

DRAWING TITLE:

EXTERIOR VIEWS

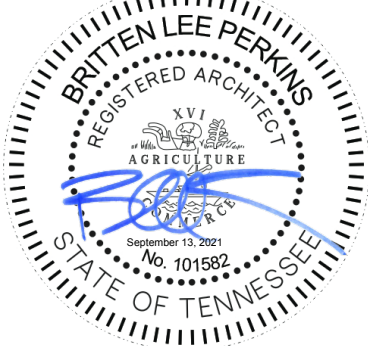
SHEET NUMBER

A1.0

KVD
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PERSPECTIVE FROM NORTHWEST

2



PERSPECTIVE FROM NORTHEAST

1

KV+D

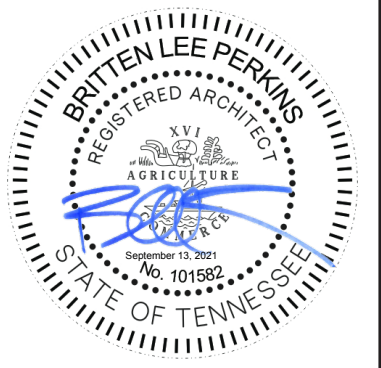
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	COF RESUBMITTAL	10/07/21	KMR

DESIGNED BY:

DRAWN BY:

CHECKED BY:

DATE: 10/07/21

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DRAWING TITLE:

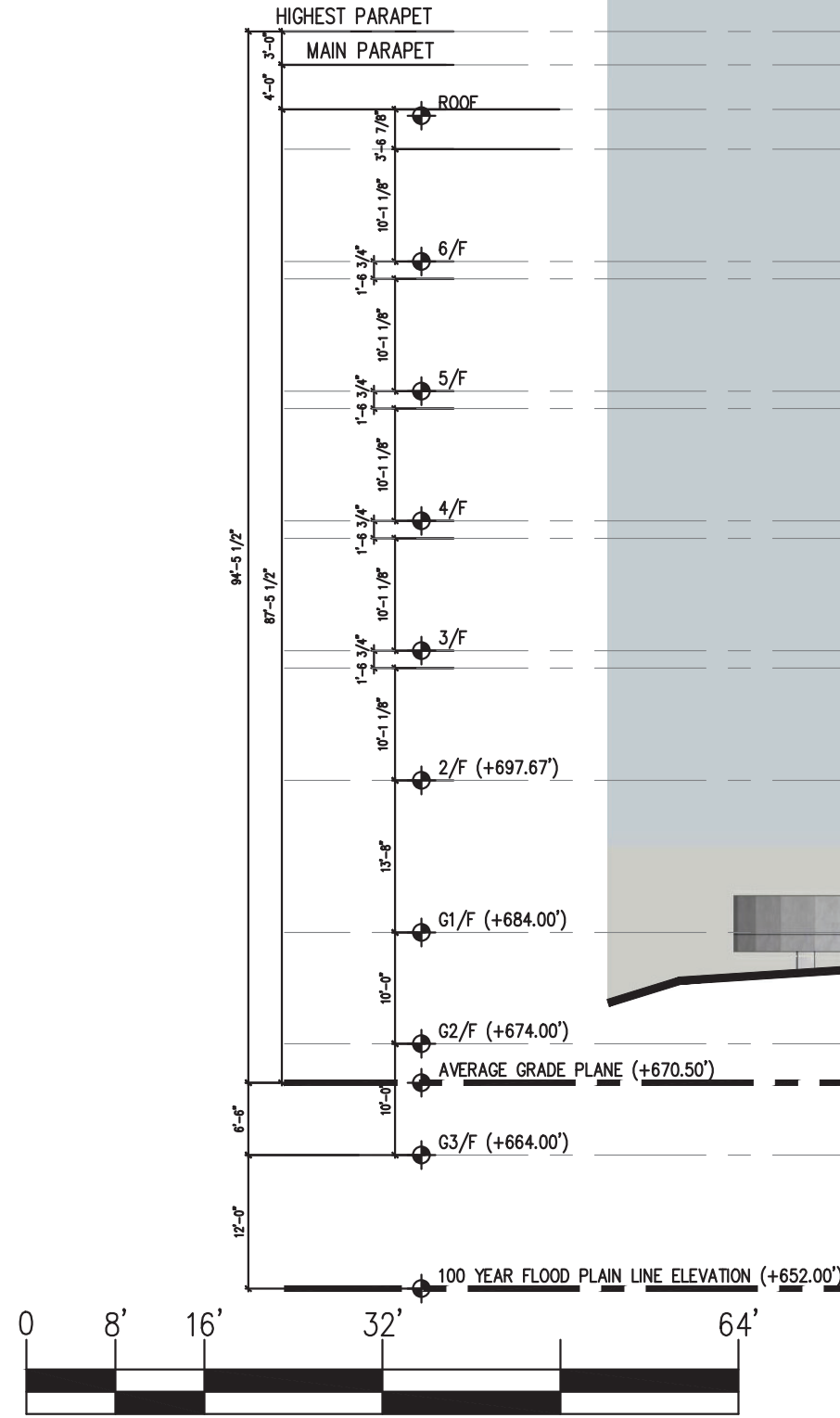
EXTERIOR VIEWS

SHEET NUMBER

A1.1

	SURFACE AREA (SF)	PERCENT OF NET
GROSS OF WALL	19,978	N/A
NET OF WALL	14,130	N/A
NET BRICK	4,936	35%
NET WOOD SIDING	2,899	21%
NET FIBER CEMENT SIDING	2,517	18%
NET FIBER CEMENT PANEL	618	4%
NET STUCCO	3,160	22%

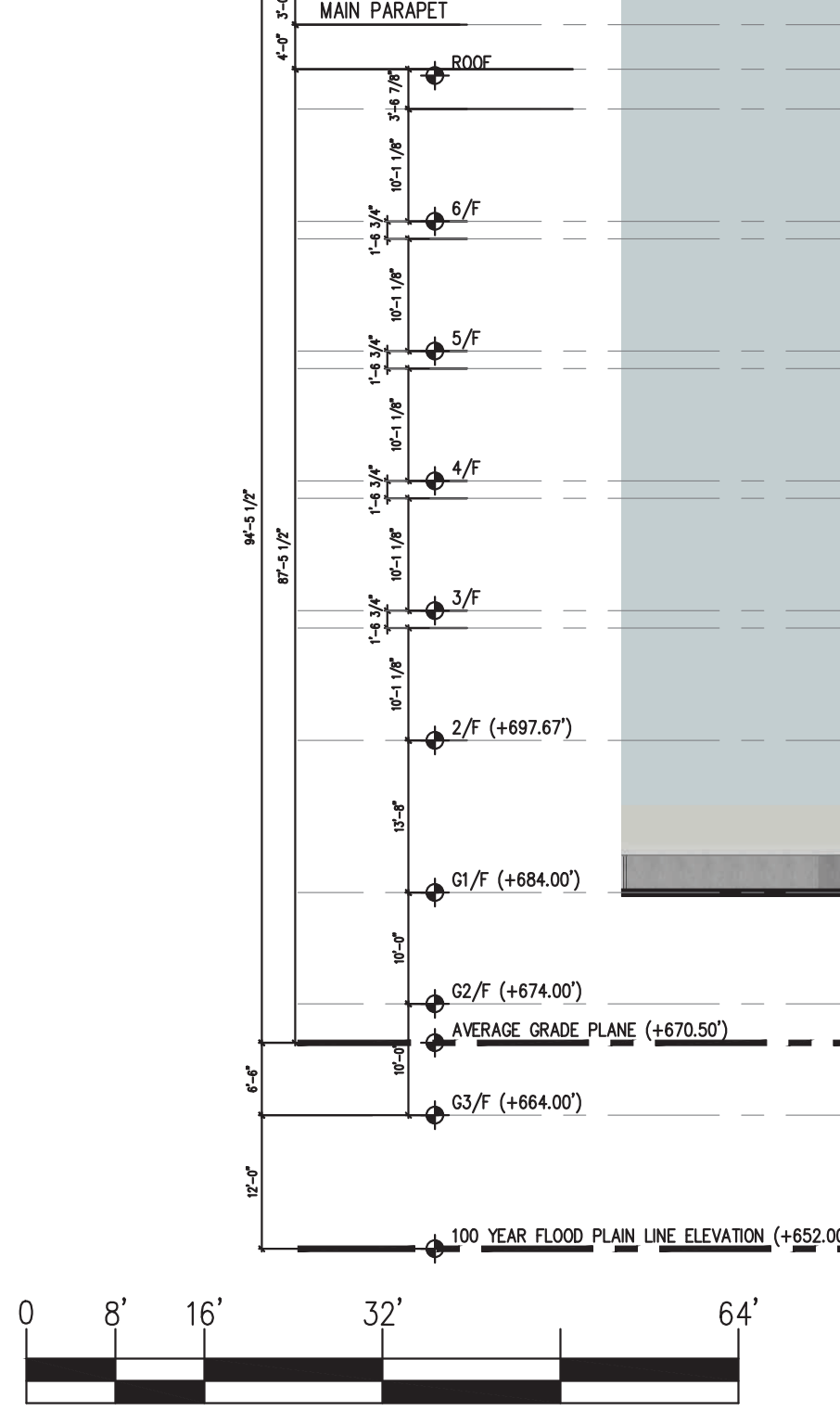
(CALCULATED AREA SHOWN IN DASH BOX)



WEST ELEVATION | 2

	SURFACE AREA (SF)	PERCENT OF NET
GROSS OF WALL	33,699	N/A
NET OF WALL	19,071	N/A
NET BRICK	7,584	41%
NET WOOD SIDING	5,852	31%
NET FIBER CEMENT SIDING	0	0%
NET FIBER CEMENT PANEL	709	4%
NET STUCCO	4,656	24%

(CALCULATED AREA SHOWN IN DASH BOX)



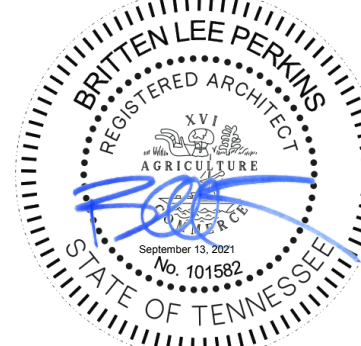
SOUTH ELEVATION | 1

KEYNOTES

- 1 BRICK - WHITE
- 2 BRICK - GREY
- 3 WOOD SIDING - BROWN
- 4 WOOD SIDING - GREY
- 5 STUCCO - WHITE
- 6 FIBER CEMENT SIDING - GREY
- 7 FIBER CEMENT ACCENT PANEL - BLUE
- 8 HORIZONTAL WALL TRIM
- 9 WINDOW/DOOR TRIM
- 10 FIBER CEMENT SIDING - WHITE
- 11 FIBER CEMENT BOARD OVER BALCONY - WHITE
- 12 METAL GUARDRAIL SYSTEM
- 13 METAL CANOPY
- 14 WINDOW
- 15 DOOR
- 16 METAL SCREEN
- 17 STOREFRONT SYSTEM



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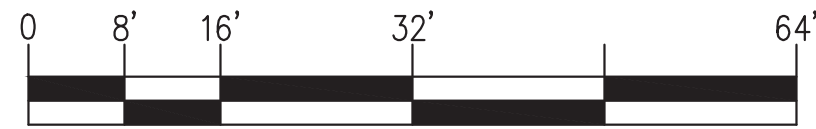
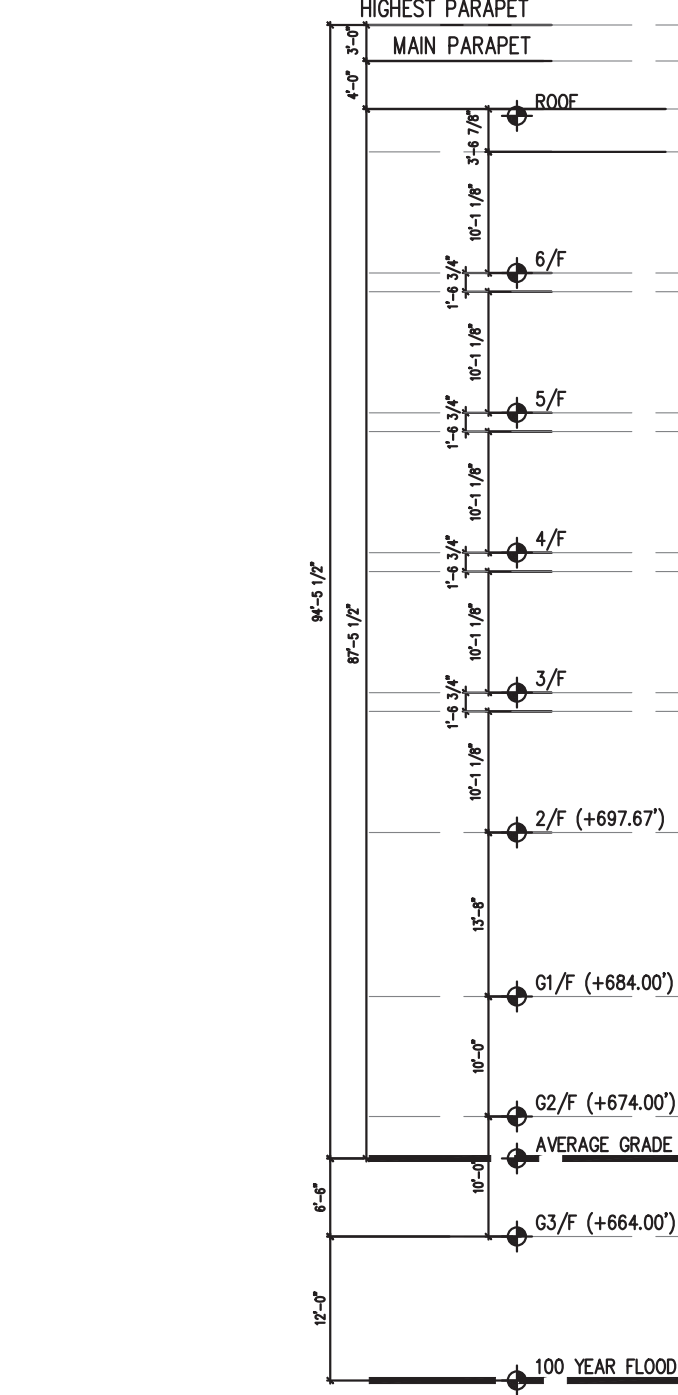
DEVELOPMENT PLAN
HAVEN AT COOL SPRINGS
151 COOL SPRINGS BLVD
COF PROJECT # 7666
FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
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3	COF RESUBMITTAL	10/07/21	KMR

DESIGNED BY:	
DRAWN BY:	
CHECKED BY:	
DATE:	10/07/21
KVD PROJECT NO.	21043
DRAWING TITLE:	
BUILDING ELEVATIONS	
SHEET NUMBER	A1.2

	SURFACE AREA (SF)	PERCENT OF NET
GROSS OF WALL	13,319	N/A
NET OF WALL	7,577	N/A
NET BRICK	1,206	16%
NET WOOD SIDING	2,696	36%
NET FIBER CEMENT SIDING	1,559	21%
NET FIBER CEMENT PANEL	307	4%
NET STUCCO	1,808	24%

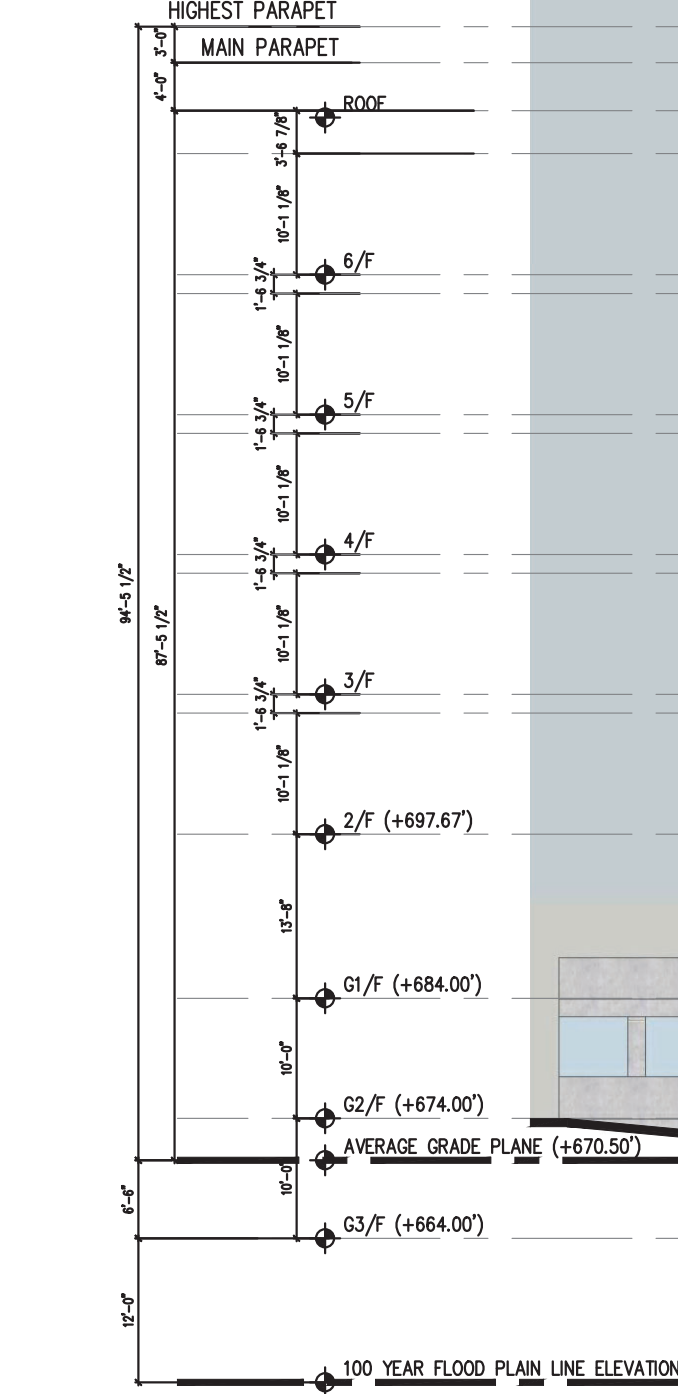
(CALCULATED AREA SHOWN IN DASH BOX)



EAST ELEVATION | 2

	SURFACE AREA (SF)	PERCENT OF NET
GROSS OF WALL	25,751	N/A
NET OF WALL	15,731	N/A
NET BRICK	0	0%
NET WOOD SIDING	5,153	33%
NET FIBER CEMENT SIDING	7,257	46%
NET FIBER CEMENT PANEL	735	5%
NET STUCCO	2,586	16%

(CALCULATED AREA SHOWN IN DASH BOX)



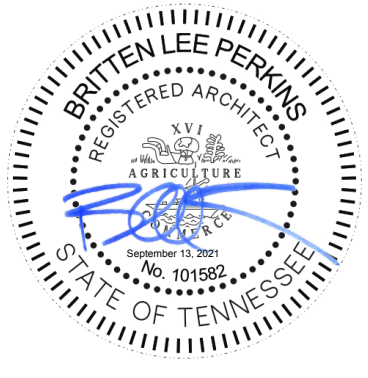
NORTH ELEVATION | 1

KEYNOTES

- 1 BRICK - WHITE
- 2 BRICK - GREY
- 3 WOOD SIDING - BROWN
- 4 WOOD SIDING - GREY
- 5 STUCCO - WHITE
- 6 FIBER CEMENT SIDING - GREY
- 7 FIBER CEMENT ACCENT PANEL - BLUE
- 8 HORIZONTAL WALL TRIM
- 9 WINDOW/DOOR TRIM
- 10 FIBER CEMENT SIDING - WHITE
- 11 FIBER CEMENT BOARD OVER BALCONY - WHITE
- 12 METAL GUARDRAIL SYSTEM
- 13 METAL CANOPY
- 14 WINDOW
- 15 DOOR
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- 17 STOREFRONT SYSTEM



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FRANKLIN, WILLIAMSON COUNTY, TN

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	COF RESUBMITTAL	10/07/21	KMR

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DATE: 10/07/21

KVD PROJECT NO.
21043

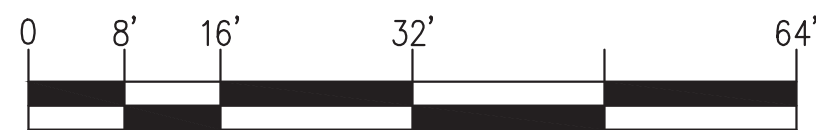
DRAWING TITLE:

BUILDING ELEVATIONS

SHEET NUMBER

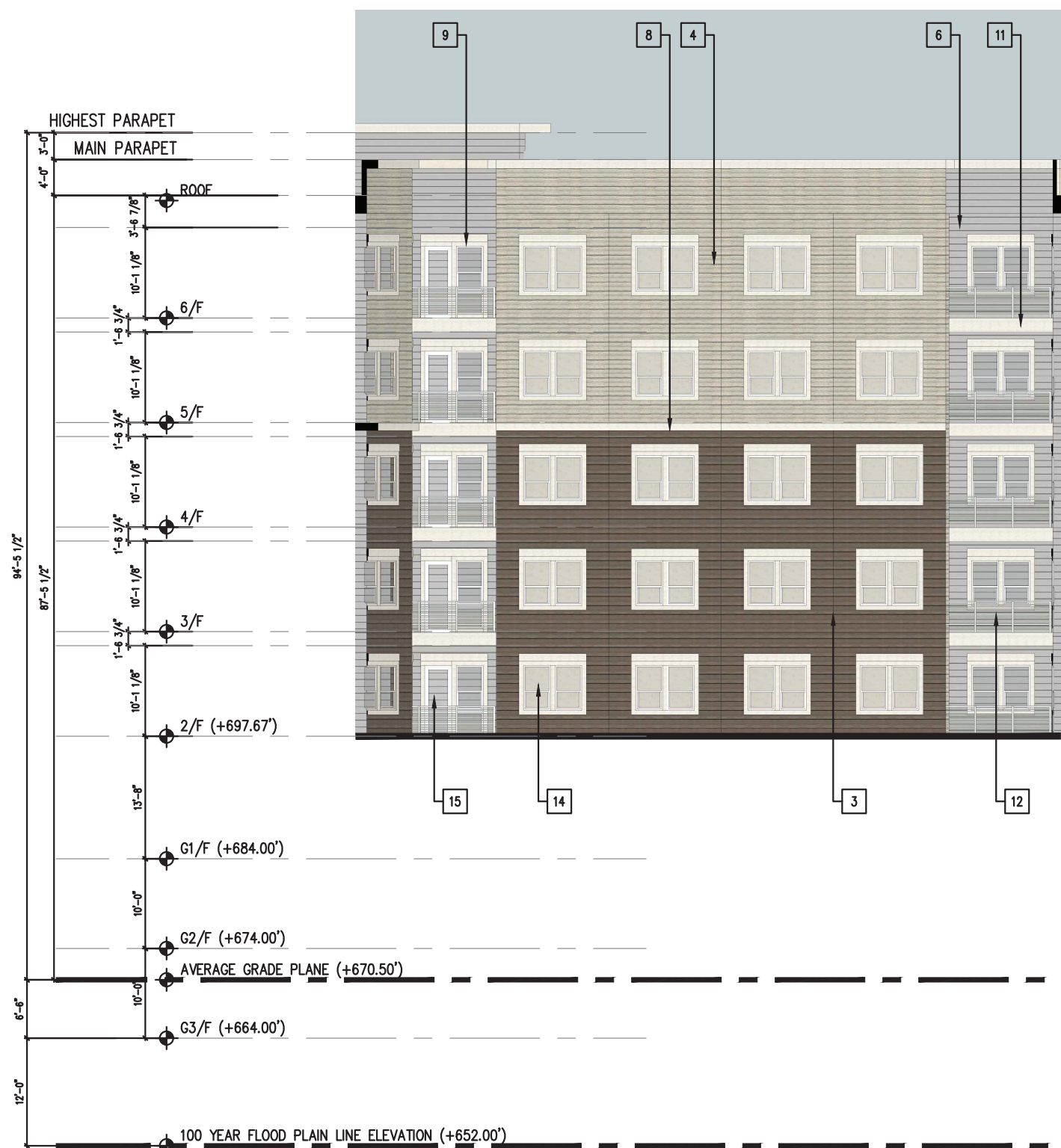
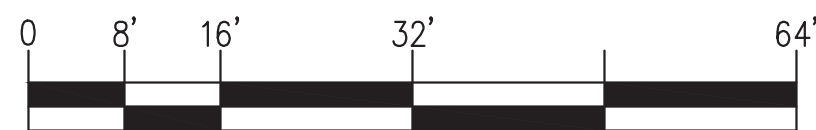
A1.3

	SURFACE AREA (SF)	PERCENT OF NET
GROSS OF WALL	15,287	N/A
NET OF WALL	10,523	N/A
NET BRICK	0	0%
NET WOOD SIDING	6,548	62%
NET FIBER CEMENT SIDING	3,975	38%
NET FIBER CEMENT PANEL	0	0%
NET STUCCO	0	0%



COURTYARD NORTH ELEVATION 2

	SURFACE AREA (SF)	PERCENT OF NET
GROSS OF WALL	5,568	N/A
NET OF WALL	3,968	N/A
NET BRICK	0	0%
NET WOOD SIDING	2,190	55%
NET FIBER CEMENT SIDING	1,778	45%
NET FIBER CEMENT PANEL	0	0%
NET STUCCO	0	0%



COURTYARD EAST ELEVATION 3

	SURFACE AREA (SF)	PERCENT OF NET
GROSS OF WALL	12,731	N/A
NET OF WALL	8,623	N/A
NET BRICK	0	0%
NET WOOD SIDING	3,862	45%
NET FIBER CEMENT SIDING	3,363	39%
NET FIBER CEMENT PANEL	333	4%
NET STUCCO	1,074	12%



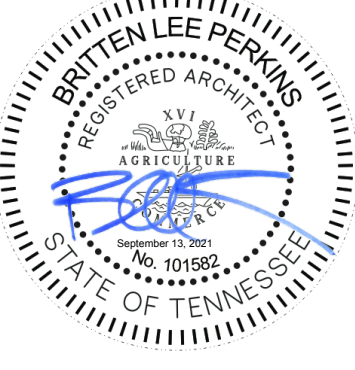
COURTYARD SOUTH ELEVATION 1

KEYNOTES

- 1 BRICK - WHITE
- 2 BRICK - GREY
- 3 WOOD SIDING - BROWN
- 4 WOOD SIDING - GREY
- 5 STUCCO - WHITE
- 6 FIBER CEMENT SIDING - GREY
- 7 FIBER CEMENT ACCENT PANEL - BLUE
- 8 HORIZONTAL WALL TRIM
- 9 WINDOW/DOOR TRIM
- 10 FIBER CEMENT SIDING - WHITE
- 11 FIBER CEMENT BOARD OVER BALCONY - WHITE
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FRANKLIN, WILLIAMSON COUNTY, TN

NO.	REVISIONS	DATE	BY
	COF PRE-APPLICATION	08/27/21	KMR
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	COF RESUBMITTAL	10/07/21	KMR

DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE: 10/07/21

KVD PROJECT NO. 21043

DRAWING TITLE:

BUILDING ELEVATIONS

SHEET NUMBER

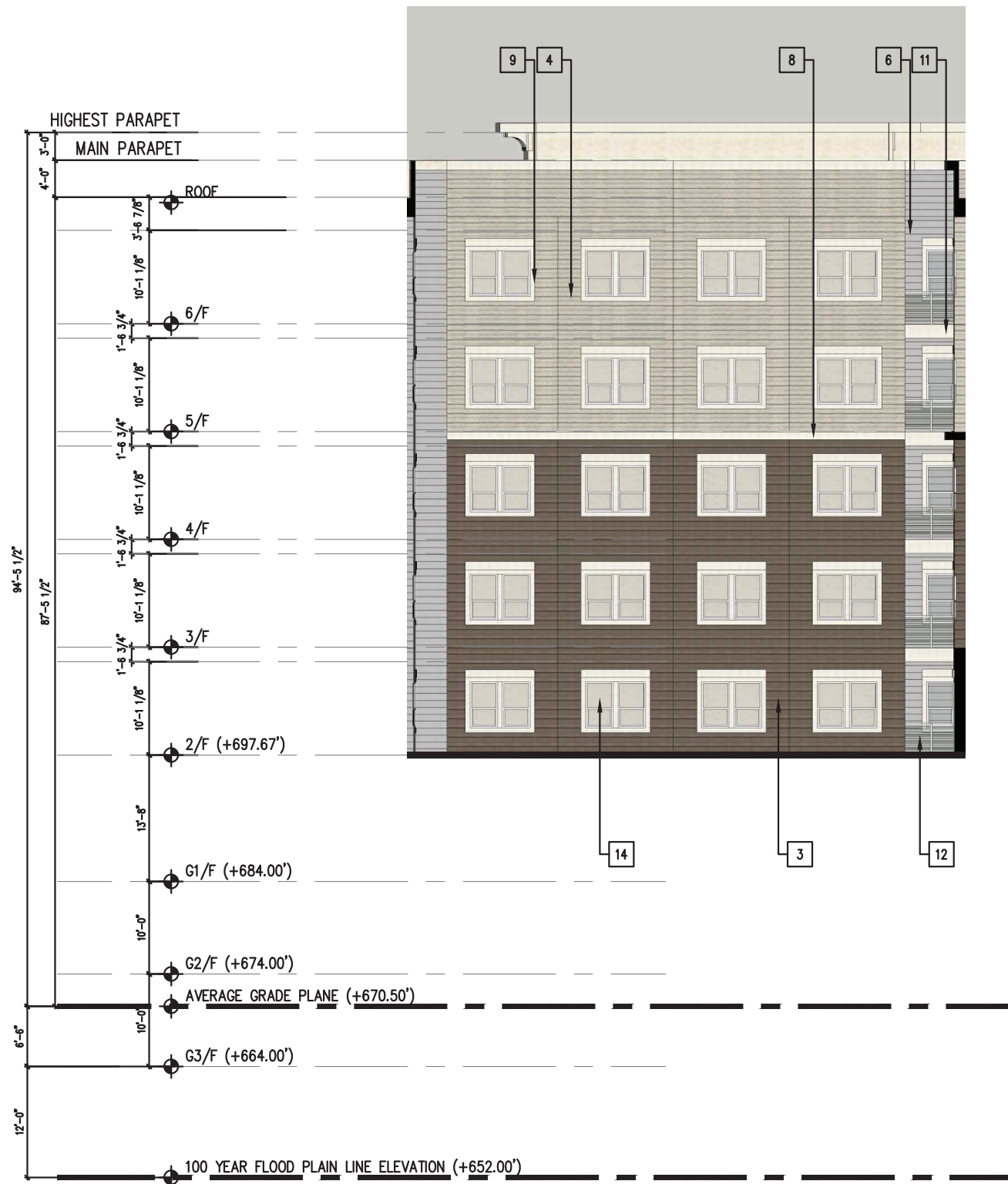
A1.4

	SURFACE AREA (SF)	PERCENT OF NET
GROSS OF WALL	4,566	N/A
NET OF WALL	2,713	N/A
NET BRICK	0	0%
NET WOOD SIDING	793	29%
NET FIBER CEMENT SIDING	1,370	50%
NET FIBER CEMENT PANEL	143	5%
NET STUCCO	425	16%



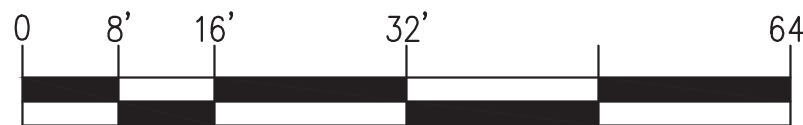
TERRACE NORTHWEST ELEVATION 3

	SURFACE AREA (SF)	PERCENT OF NET
GROSS OF WALL	3,954	N/A
NET OF WALL	2,673	N/A
NET BRICK	0	0%
NET WOOD SIDING	2,190	82%
NET FIBER CEMENT SIDING	483	18%
NET FIBER CEMENT PANEL	0	0%
NET STUCCO	0	0%



TERRACE SOUTHWEST ELEVATION 2

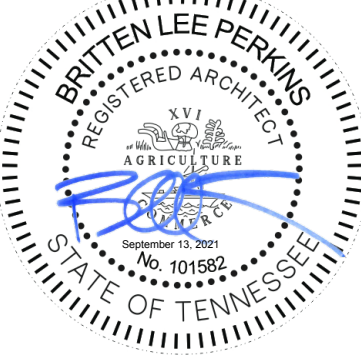
	SURFACE AREA (SF)	PERCENT OF NET
GROSS OF WALL	9,214	N/A
NET OF WALL	6,743	N/A
NET BRICK	0	0%
NET WOOD SIDING	3,131	46%
NET FIBER CEMENT SIDING	2,943	44%
NET FIBER CEMENT PANEL	95	1%
NET STUCCO	574	8%



TERRACE SOUTHEAST ELEVATION 1

KEYNOTES

- 1 BRICK - WHITE
- 2 BRICK - GREY
- 3 WOOD SIDING - BROWN
- 4 WOOD SIDING - GREY
- 5 STUCCO - WHITE
- 6 FIBER CEMENT SIDING - GREY
- 7 FIBER CEMENT ACCENT PANEL - BLUE
- 8 HORIZONTAL WALL TRIM
- 9 WINDOW/DOOR TRIM
- 10 FIBER CEMENT SIDING - WHITE
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151 COOL SPRINGS BLVD
COF PROJECT # 7666
FRANKLIN, WILLIAMSON COUNTY, TN

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DESIGNED BY:
DRAWN BY:
CHECKED BY:
DATE: 10/07/21

KVD PROJECT NO.
21043

DRAWING TITLE:

BUILDING ELEVATIONS

SHEET NUMBER

A1.5





File #: 21-02449

DATE: September 22, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks

SUBJECT:

Consideration Of COF Contract No. 2021-0270, Parkland Impact Fee and Construction Agreement Between The City Of Franklin And Haven At Cool Springs, LLC.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the parkland impact fee and construction of Haven at Cool Springs, LLC.

BACKGROUND/STAFF COMMENTS:

The owner is in the process of developing Williamson County Property Tax Assessor's Map #62 Parcel #04505 ("Development Project"), located in Parkland Quadrant #1 of the City, consisting of 297 dwelling units on the property known as Haven of Cool Springs. They intend to develop parkland amenities consisting of ***courtyard amenities, a private pool, and an extension to the greenway trail*** on approximately 7.53 acres, as shown and described on Exhibit A.

FINANCIAL IMPACT:

The Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in the City's Parkland Dedication Ordinance (Ordinance 2016-25, Franklin Municipal Code §25-405, "Ordinance"); and the Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00) per dwelling unit. The total Parkland Impact Fee for the development known as Haven At Cool Springs is One Million Two Hundred Seventy-Eight Thousand Two Hundred Eighty-Eight and 00/100 Dollars (\$1,278,288.00); and the Owner shall pay Twenty-Five percent (25%) of the Total Parkland Impact Fee obligation at the recording of the first final plat or the issuance of the first building permit when a plat is not required for any property that includes a structure with dwelling units, and the remaining Seventy-Five percent (75%) shall be paid per permit in the pro-rated amount of Three Thousand Two Hundred Twenty-Eight and 00/100 (\$3,228.00) until such time the total obligation has been satisfied.

Area A – PRIVATE PLAZA				
Amenity Allowance	11,260	SF	---	\$750,000
50% Offset				\$375,000
			Sub Total	\$375,000
Area B – PRIVATE PLAZA				
Amenity Allowance	6,400	SF	---	\$1,000,000
50% Offset				\$500,000
			Sub Total	\$500,000
Area C – PUBLIC GREENWAY TRAIL				
On-Site Improvements				
12' Asphalt Multi-use Trail within 25' PUDAE	520	LF	70	\$36,400
	13,000	SF		
75% Offset				\$27,300
			Sub Total	\$27,300
Off-Site Improvements				
12' Asphalt Multi-use Trail to connect into existing trail within 25' PUDAE	200	LF	70	\$14,000
	5,000	SF		
75% Offset				\$10,500
			Sub Total	\$10,500
Total Cost for Design and Construction	35,660	SF		\$987,800
Land Cost (Area C) (Public Amenities Only)				
	0.41	acres	\$ 45,757	\$18,907.85
			Total	\$1,006,708
Total cost of Project				\$1,006,708
Parkland Impact Fee Requirement				\$1,278,288
Allowable 75% Offset				\$958,716
Dedication Beyond Requirement				\$47,992

RECOMMENDATION:

Staff recommend approval of COF Contract No. 2021-0270.

**PARKLAND IMPACT FEE AND CONSTRUCTION AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND
HAVEN AT COOL SPRINGS, LLC
CONTRACT NO. 2021-0270**

This **PARKLAND IMPACT FEE AND CONSTRUCTION AGREEMENT** ("Agreement"), made and entered into this _____ day of _____, 2021 by and between THE CITY OF FRANKLIN, TENNESSEE ("City") and Haven at Cool Springs, LLC, developer of that certain land known as Haven of Cool Springs in Williamson County, Tennessee, as more particularly described in Exhibit A attached hereto ("Owner") pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code.

WITNESSETH:

WHEREAS, Owner is in the process of developing Williamson County Property Tax Assessor's Map #62 Parcel #04505 ("Development Project"), located in Parkland Quadrant QUADRANT #1 of the City, consisting of 297 dwelling units on the property known as Haven of Cool Springs; and

WHEREAS, Owner intends to develop or cause the development of appurtenances and parkland amenities ("Parkland Project") consisting of courtyard amenities, a private pool, and extension to the greenway trail on approximately 7.53 acres, all as more particularly shown and described on Exhibit A; and

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

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

WHEREAS, the total Parkland Impact Fee for Owner is One Million Two Hundred Seventy-Eight Thousand Two Hundred Eighty-Eight and 00/100 Dollars (\$1,278,288.00); and

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

WHEREAS, Owner has requested to offset a portion of the costs of construction of these improvements against any Parkland Impact Fees due from the Development Project. The estimated amount of such eligible costs, and the potential offset, was determined by the Parks Department Director, or designee, on September 22, 2021 to be Nine Hundred Fifty-Eight Thousand Seven Hundred Sixteen and 00/100 Dollars (\$958,716.00); and

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

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

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

I. AGREEMENT FOR PARKLAND CONSTRUCTION AND DEDICATION

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Owner agrees to and has attached all pertinent exhibits to this contract prior to the first submittal of this Agreement to the City for review. Owner further understands that failure to provide all pertinent exhibits prior to the first submittal of this Agreement for review will result in a delay in the agreement approval process.
3. Owner agrees to provide the City of Franklin with a Certificate of Liability Insurance evidencing General Liability insurance at \$1,000,000 per occurrence and \$2,000,000 aggregate limits that shall reflect the City of Franklin as Certificate Holder. Owner shall provide this Certificate of Liability Insurance prior to the signing of this agreement and shall provide an updated Certificate of Liability Insurance as General Liability insurance renews or changes throughout the term of this Agreement.
4. The total estimated cost of land and/or easement dedication, design, and the cost of labor, equipment, supplies, and materials used to construct the Projects is One Million Six Thousand Seven Hundred Eight and 00/100 Dollars (\$1,006,708.00), as more particularly described in Exhibit A, and the estimated total offset to Owner is Nine Hundred Fifty-Eight Thousand Seven Hundred Sixteen and 00/100 Dollars (\$958,716.00) upon submittal and approval of supporting documentation. Costs for the Public Project Amenities, including land value as determined by the predetermined land value in the Ordinance, shall be valued at One Hundred Percent (100%) of the total costs, and costs for the Private Project shall be valued at Fifty Percent (50%) of the total costs. The following costs are specifically excluded and not eligible for an offset: fiscal cost, including interest on money borrowed to finance the construction, cost for utility relocations, and other improvements that benefit the development.
5. As provided in Title 25, Chapter 4 of the Franklin Municipal Code, the eligible offset does not exceed the total Parkland Impact Fees due for the Development Project.
6. Owner shall be responsible for the location and protection of all existing utilities in accordance with State and local laws while utilizing the right-of-way. There shall be no offsets or reimbursement for relocation or protecting public utilities.
7. All improvements, uses, and activities shall comply with the policies established by the City of Franklin Zoning Ordinance and Municipal Code and with the terms and conditions of this agreement.
8. Upon Completion, and prior to acceptance, of the Parkland Project improvements, Owner shall provide reasonable documentation for all such costs and provide notarized

release of liens.

9. Naming Rights. The policy of the City is to reserve naming or renaming of City assets to those circumstances which tradition and practice have shown to best serve the interest of the City and assure a worthy and enduring legacy for the City.
10. Organized Events. If an event requires a Special Event Permit, Owner or the sponsoring entity must obtain the permit from the City prior to the event occurring on the Parkland Project area.
11. Final as-built plans shall be submitted immediately following completion of construction activities. If the project is developed in phases, as-built plans for each phase shall be submitted once the work is complete in that phase. Acceptance of Parkland dedication and construction projects will not be issued until satisfactory as-built plans have been approved by the Parks Department Director and the City Engineer. All aspects of the project that have been affected by construction shall be verified and appear on the as-built plans. This would include, but is not limited to the following items:
 - All property lines and easements
 - New and Existing structures (include restrooms, playground equipment, trail/multi-use paths, trail heads, pavilions, pools, etc.)
 - Location of all "as-built" work with station and offsets
 - Height and location of all fences, walls, screens, trees, and hedges over 42" tall
 - All commercial driveways, paved areas, and required parking spaces
 - All concealed components with station and offsets (include known buried cables, utilities, drainage structures, etc.)
 - All utilities
 - File formats shall be in a *.PDF along with either *.DWG, *.DXF, *.DGN, or AutoDACr14
 - Two paper sets

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

Concealed components will require documented proof to be submitted with the as-built plans in the form of a certified construction log that has been generated by the design engineer. As-built plans are required to be endorsed by a Tennessee registered professional engineer and or a registered land surveyor.
12. Barring force majeure or weather delays, Owner agrees, upon thirty (30) days written notice from the City, to remove, maintain, repair, or replace trees, landscaping, and trail damage as described herein that may require reasonable removal, maintenance, repair, or replacement. The City reserves the right to assess the health of trees and landscaping, and the condition of the Public Parkland Project and whether trees, landscaping, and Parkland Project improvements must be replaced and maintained. If no remedy is made within the specified time, the City reserves the right to remove all affected trees and landscaping and repair the area with notice to Owner and at the sole cost and expense of Owner. Owner shall submit payment for full cost and expense incurred by the City within forty-five (45) days of the date of the invoice.
13. In the case of emergency situations where an unplanned disturbance of the trees, landscaping, and/or the Parkland Project occurs due to natural disaster, The City will perform emergency infrastructure repairs or conduct a public safety/emergency

response. The City will minimize the disturbance to the extent feasible and will act swiftly for the purposes of public health, safety, and welfare. The City will bring the site back to substantially similar condition as soon as practicable, subject to budgetary constraints, other priorities that serve the public health, safety, and welfare, seasonal limitations for replacement or planting, and weather delays.

14. The Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement.
15. This Agreement is non-transferable to the successors or assigns of Owner unless the successor assumes the same obligations of Owner in writing. Any assignment, in whole or in part, shall be provided to the City within fifteen (15) days after the transfer of the Development Project and must be approved by the City's Board of Mayor and Aldermen.
16. Owner shall exercise the rights, privileges, and permission granted herein at Owner's own risk. Owner shall not claim any damages from the City for any injuries or damages, including death, due to the exercise of such rights, privileges, or permission or the condition or use of the non-exclusive, all-access public easement. Owner shall not be precluded from damages directly resulting from the gross negligence or willful misconduct by the City and its Mayor, Aldermen, officers, employees, officials, and agents. Owner shall indemnify and hold harmless the City, its Mayor, Aldermen, officers, employees, officials, and agents, from and against all claims, actual damages, actual losses, and actual out-of-pocket expenses, including reasonable attorney's fees for outside counsel and costs, arising out of, resulting from, or in any way connected with the failure of Owner to comply with any of the provisions herein or with the City's direction to remove and/or maintain any trees, landscaping, or portions of the Parkland Project depicted in Exhibits A. The City shall not be liable to Owner should Owner's use of the property be hindered or disturbed. The City will not be liable to Owner for any reason not specifically stated herein.
17. The City and Owner agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
18. Applicable Law/Choice of Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
19. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

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

In the case of Owner:

Haven at Cool Springs, LLC
Attn: Richard Owen
3200 Southwest Frwy
Suite 1870
Houston, TX 77027

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

II. GENERAL TERMS AND CONDITIONS

1. **Personal Liability.**
No member, Mayor, Alderman, official, or employee of the City shall be personally liable to Owner or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Owner or successor or on any obligations hereunder; provided, however, the City shall remain liable to Owner for its gross negligence and willful misconduct. The City shall only look to Owner and the Development Project for the enforcement of Owner's obligations hereunder. None of the trustees, officers, directors, employees, members, owners, partners, or shareholders of Owner or any direct or indirect owner of Owner shall have any personal liability for any of the liability or obligations of Owner in connection herewith.
2. **Warranties /Limitation of Liability/Waiver.**
The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Owner to limit its liability shall be void and unenforceable.
3. **Severability.**
If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

[Signature pages follow next]

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

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____
Dr. Ken Moore, Mayor

By: _____
Eric S. Stuckey, City Administrator

Date: _____

Date: _____

STATE OF TENNESSEE

)

COUNTY OF WILLIAMSON

)

)

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

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

NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
Maricruz R. Fincher
Staff Attorney

Owner HAVEN AT CREEK SPRINGS, LLC

By: 

Name: Richard Owen

Title: Authorized Signatory

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

STATE OF TEXAS)

COUNTY OF HARRIS)

On November 1st, 2021, before me, Liliana Siza,
Notary Public, personally appeared Richard Owen who proved to me on the
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.

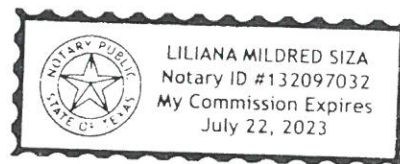
I certify under PENALTY OF PERJURY under the laws of the State of Texas
that the foregoing paragraph is true and correct.

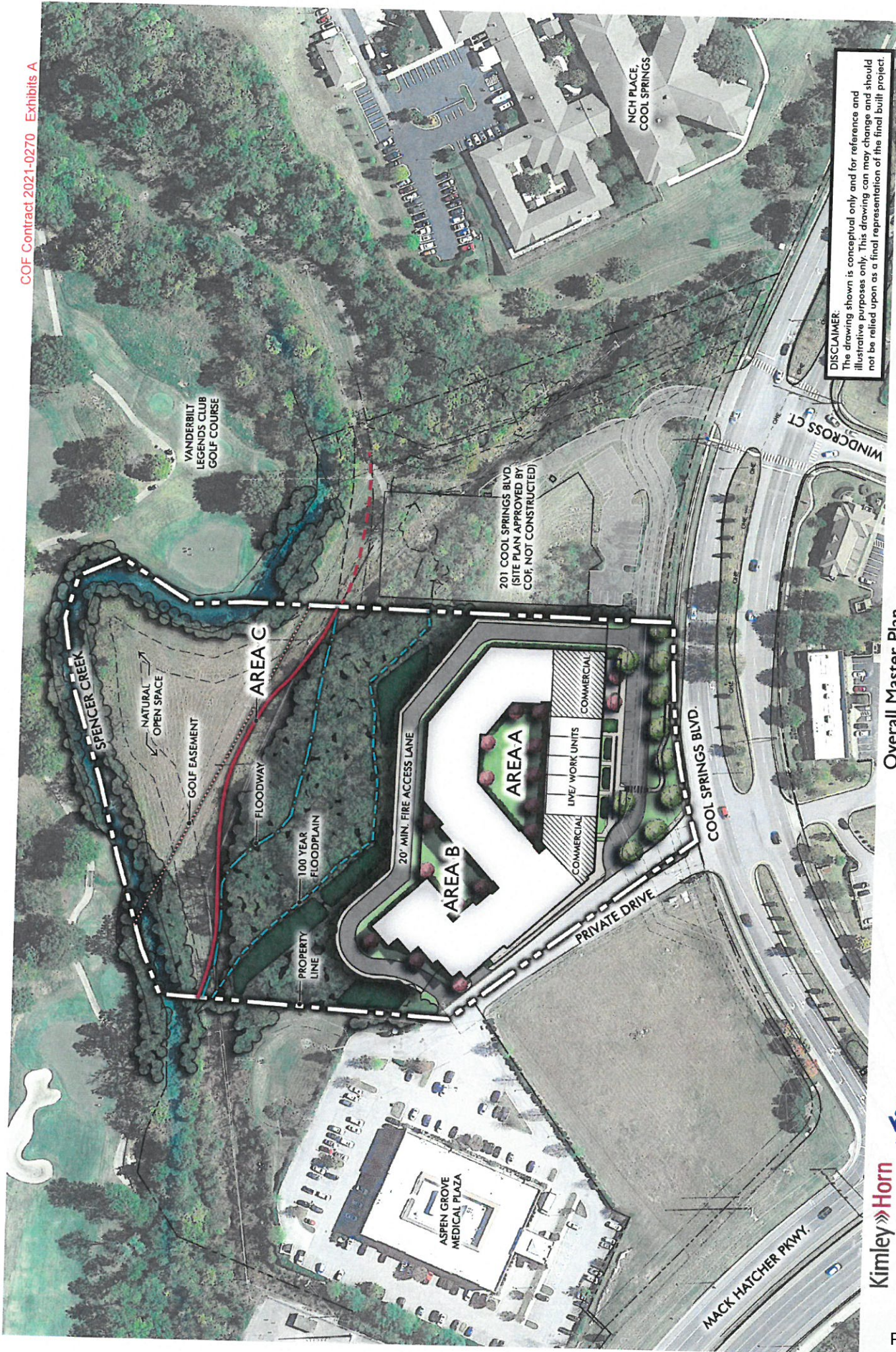
WITNESS my hand and official seal.



NOTARY PUBLIC

My Commission Expires: July 22, 2023



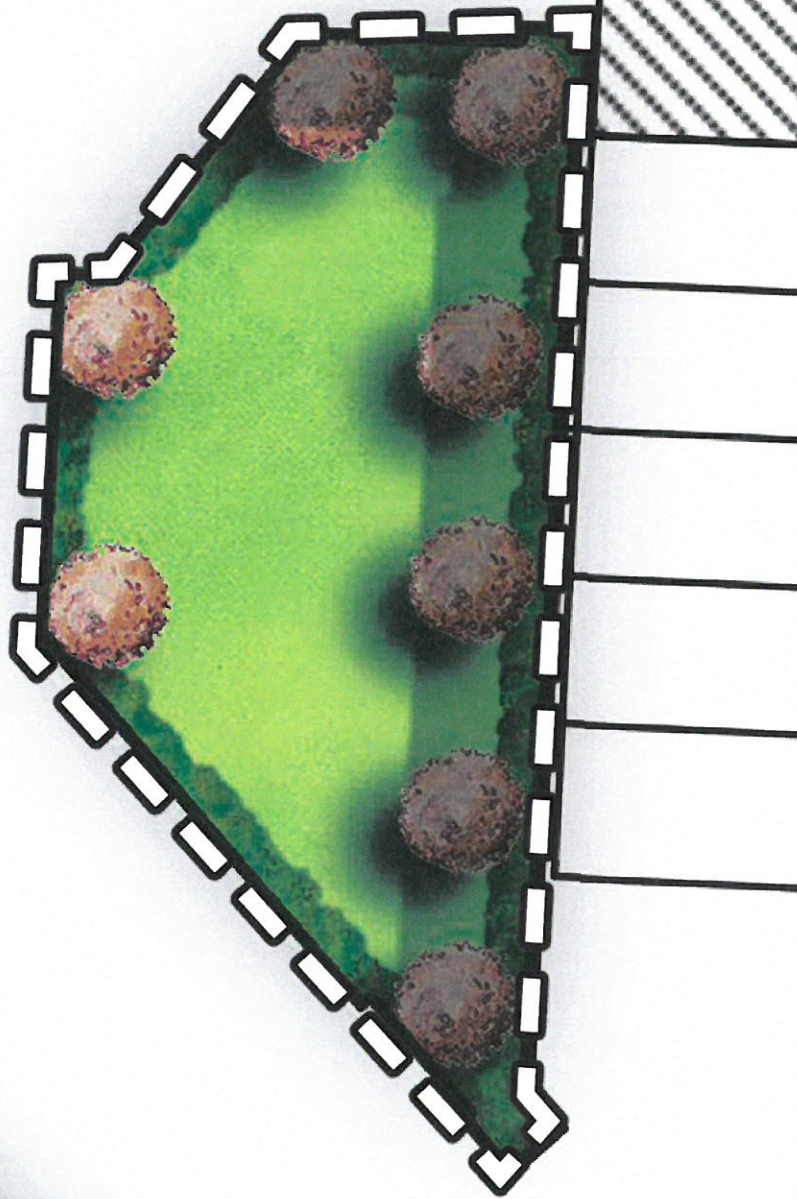


PRIVATE PLAZA

PROPOSED FEATURES

- HARDSCAPE DESIGN
- LANDSCAPING DESIGN
- SEATING ELEMENTS
- SITE FURNISHINGS
- PEDESTRIAN SCALE LIGHTING

TOTAL PROPOSED AREA
= 11,260 SF



AREA A - PRIVATE PLAZA
HAVEN AT COOL SPRINGS
FRANKLIN, WILLIAMSON COUNTY, TN



PRIVATE PLAZA

PROPOSED FEATURES

- POOL
- HARDSCAPE DESIGN
- LANDSCAPING DESIGN
- SEATING ELEMENTS
- SITE FURNISHINGS
- PEDESTRIAN SCALE LIGHTING

TOTAL PROPOSED AREA
= 6,400 SF

AREA B - PRIVATE PLAZA HAVEN AT COOL SPRINGS FRANKLIN, WILLIAMSON COUNTY, TN



SEPTEMBER 9, 2021
Project # 21043
0 30 60
SCALE: 1" = 30'

VANDERBILT
LEGENDS CLUB
GOLF COURSE

NATURAL
OPEN SPACE

GOLF EASEMENT

12' ASPHALT TRAIL
WITHIN 25' AAPE
(ON-SITE IMPROVEMENTS)

FLOODWAY

100 YEAR FLOODPLAIN

PROPERTY LINE

20' MIN. FIRE ACCESS LANE

12' ASPHALT TRAIL
(OFF-SITE IMPROVEMENTS)

EXISTING TRAIL

201 COOL SPRINGS BLVD
(SITE PLAN APPROVED BY COF,
NOT CONSTRUCTED)

PUBLIC GREENWAY TRAIL

PROPOSED ON-SITE FEATURES

- 12' MULTI-USE TRAIL
- LENGTH = 520 LF

PROPOSED OFF-SITE FEATURES

- 12' MULTI-USE TRAIL
- LENGTH = 200 LF

NOTE:

TO BE INSTALLED WITHIN A 25' ALL
ACCESS PUBLIC EASEMENT (AAPE) AND
FIELD LOCATED IN COORDINATION
WITH THE PARKS DEPARTMENT

Kimley»Horn

KV+D
RISER VOGELIN DESIGN

GUEFEN

AREA C - PUBLIC GREENWAY TRAIL
HAVEN AT COOL SPRINGS
FRANKLIN, WILLIAMSON COUNTY, TN

SEPTEMBER 9, 2021

Project # 21043

0 80 160

SCALE: 1" = 80'



Haven at Cool Springs - Parkland Dedication Requirements				
Descriptions	Quantity	Unit	Unit Price	Total
Total Required Parkland Dedication	297	Units	\$4,304	\$1,278,288
Design/Planning/Engineering (Professional Services)				
Landscape Architect Design Fees/Project Construction Administration Fees	1	unit		\$75,000
Civil Engineer/Architect Design Fees/Project Construction Administration Fees	1	unit		\$75,000
50% Offset				\$75,000
Sub Total				\$75,000
Area A – PRIVATE PLAZA				
Amenity Allowance	11,260	SF	---	\$750,000
50% Offset				\$375,000
Sub Total				\$375,000
Area B – PRIVATE PLAZA				
Amenity Allowance	6,400	SF	---	\$1,000,000
50% Offset				\$500,000
Sub Total				\$500,000
Area C – PUBLIC GREENWAY TRAIL				
On-Site Improvements				
12' Asphalt Multi-use Trail within 25' PUDAE	520	LF	70	\$36,400
75% Offset	13,000	SF		\$27,300
Sub Total				\$27,300
Off-Site Improvements				
12' Asphalt Multi-use Trail to connect into existing trail within 25' PUDAE	200	LF	70	\$14,000
75% Offset	5,000	SF		\$10,500
Sub Total				\$10,500
Total Cost for Design and Construction	35,660	SF		\$987,800
Land Cost (Area C) (Public Amenities Only)				
	0.41	acres	\$ 45,757	\$18,907.85
Total				\$1,006,708
Total cost of Project				\$1,006,708
Parkland Impact Fee Requirement				\$1,278,288
Allowable 75% Offset				\$958,716
Dedication Beyond Requirement				\$47,992



File #: 21-02472

DATE: October 27, 2021

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Shahad Abdulrahman, Staff Engineer

SUBJECT:

*Consideration Of COF Contract No. 2021-0283, A Professional Services Agreement With Lose Design For Design Services For The Liberty Park Expansion (2023) In The Lump Sum Amount Of \$359,000.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a Professional Services Agreement (PSA) with Lose Design (Lose) for the design of the Liberty Park Expansion (2023).

BACKGROUND/STAFF COMMENTS:

Liberty Park, which is located at the southeast corner of East McEwen Drive and Turning Wheel Lane, is approximately 85 acres in size and currently has the following amenities: three tournament-play baseball fields, a 10-hole disc golf course, an off-leash dog park, and restrooms. In early 2020, the BOMA approved a PSA (COF Contract No. 2019-0378) with Lose to perform an update to the Liberty Park Master Plan. This updated Master Plan, along with an *opinion of probable cost* of approximately \$14.7 million, was approved by the BOMA with Resolution 2021-89 on June 22, 2021.

The next step in the process is to proceed with the preparation of final plans, specifications, and bid manual for the construction of the following improvements, as approved in Resolution 2021-89:

- Pickleball Facility,
- Tennis Facility,
- Main Restroom Building,
- Three (3) Satellite Restroom Buildings,
- Playground Additions,
- Open Air Farmers Market,
- Baseball Batting Cage Additions,
- Refurbished Parking Areas,

- Mountain Bike Trails,
- Pump Track,
- Multi-purpose Practice Field,
- Cricket Batting Cages,
- Mountain Bike Trailhead,
- Baseball Fields Seating Enhancements, and
- Other Site Improvements.

This PSA (COF Contract No. 2021-0283) will authorize Lose to prepare the necessary plans and documents to allow for the bidding of this project for construction. The designer has provided a schedule of approximately 1 year to complete the design.

FINANCIAL IMPACT:

This PSA (COF Contract No. 2021-0283) shall be paid on a lump sum basis with a total cost of \$359,000. The Liberty Park Improvements are included in the approved Capital Investment Plan. Project costs are anticipated to be paid from the Parkland Fund for Quadrant 1, which corresponds to a General Ledger (GL) code of 155-89310-44701.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2021-0283 with Lose Design in the amount of \$359,000.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2021-0283**

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

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

**Design Services for the
Liberty Park Expansion (2023)**

1. SCOPE OF SERVICES. The Consultant shall provide survey, engineering, and related technical 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. The 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 the event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.
4. The Consultant shall be paid on a monthly basis for work performed based on the Fee Schedule as contained in Attachment A in the Lump Sum Amount of **Three Hundred Fifty-Nine Thousand and No/100 Dollars (\$359,000.00)**.

The Board of Mayor and Aldermen Approved this Agreement on the ____ Day of _____ 20__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. The Consultant will:

- 1.1 Act for the 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 the City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), the 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 the 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 the City at all reasonable times.

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

- 2.1 Provide the 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 the Consultant's necessary field studies and surveys. The 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 the Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund the Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 The 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 The 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 the City nor the 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. The Consultant agrees to indemnify and hold the 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 the 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 the Consultant and the 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. The 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 the 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 the 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;
- (4) 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. The Consultant shall provide the Services as described in Scope of Services attached hereto as Attachment A and incorporated herein by reference.

- 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 the City request changes in the scope, extent, or character of the Project, the fee and the time of performance of the 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 the 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 the Consultant through information supplied to the Consultant by the City.

7.1.2 DISCLOSURE OF DOCUMENTS/DATA. The City may be required to disclose documents or data under state or federal law. The City shall notify the Consultant if a request for data or documents has been made and shall give the Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. The 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, the Consultant agrees to indemnify, defend, and hold harmless the 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 the City's reliance upon the Consultant representation that materials supplied by the Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads the Consultant and the Consultant assumes control over that claim.

7.2 By execution of this Agreement, the 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 the 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 the 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 the City shall be used by the Consultant only for the Project as described herein. The City's posting or publication of such documents created by the Consultant for the City shall constitute fair use and shall not constitute an infringement of the Consultant's copyright, if any.

7.3 Documents that may be relied upon by the 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 the Consultant to the City are only for convenience of the City, unless the delivery of the Project in electronic media format has been dictated in the Scope of Services attached hereto as Attachment A. 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, the Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by the City.

7.5 When transferring documents in electronic media format, the 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, the Consultant at the beginning of this Project.

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

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, the 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 The Consultant shall add the City as an additional insured on all policies unless otherwise prohibited.
- 8.3 The Consultant shall, upon execution of this Agreement, furnish the City with certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to the 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. The 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 the City deems adequate to indemnify the City, the 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 The City will pay the Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. The 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. The City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 EQUAL EMPLOYMENT OPPORTUNITY. In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and the 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 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 TITLE VI – CIVIL RIGHTS ACT OF 1964. The City and the 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 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 NO THIRD-PARTY RIGHTS CREATED. The City and the 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 the City and the Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- 10.4 WARRANTIES/LIMITATION OF LIABILITY/WAIVER. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by the 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 the City and the 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 the City and the 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.

THE CITY OF FRANKLIN, TENNESSEE:

LOSE DESIGN:

(Signature)

(Signature)

Name: Dr. Ken Moore

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

Attest:

(Signature)

Eric S. Stuckey
City Administrator

Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney



September 21, 2021

Ms. Lisa Clayton, Director of Parks
City of Franklin Parks
P.O. Box 305
Franklin, TN 37065

RE: Liberty Park Construction Documents - Franklin, TN

Dear Lisa,

Lose Design is pleased to offer its professional services for your project in Franklin, Tennessee. Services required include Architecture, Landscape Architecture, and Civil Engineering. We look forward to providing construction documents and opinion of probable cost for improvements to Liberty Park. We cannot wait to help move this exciting project forward.

If this proposal is acceptable, please provide your authorization. Once the agreement is received, a fully executed contract will be forwarded for your files.

Sincerely,

LOSE DESIGN

A handwritten signature in black ink, appearing to read "J. Gulick", is written over a faint, circular, light-gray watermark or background graphic.

Joshua Gulick, PLA
Associate Vice President

Attachments:
Professional Services Agreement
--Scope of Services/Fees
--Exhibit 'A'
--Exhibit 'B'



PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES/FEES

Liberty Park Construction Documents

Franklin, Tennessee

Project Description

Lose Design (Lose) understands that the City of Franklin, Parks and Recreation Department (Client, FPR) desires to upgrade Liberty Park's existing facilities to develop select elements from the indicated area of the current Master Plan attached as Exhibit 'A' and 'B'. The site is located at 2080 Turning Wheel Ln., Franklin, TN 37067 (parcel ID 061 00204 00014061) and approximate area of improvement is +/-18.0 acres. Lose understands that the improvements will consist of the Main restroom building, one (1) Satellite restroom building, farmers market pavilion, walkways, parking lot upgrades, mountain bike trail, multi-purpose practice field, cricket batting cages, re-routing of existing drainage channel, mountain bike trail head, and utilities and grading required to implement upgrades. We further understand that a JD/HD will not be required for this project. Lose understands that the City will be responsible for all survey work required for the project and geo-technical investigation related to buildings, structural engineering work and infiltration testing. Services will begin upon receipt of Survey from the City and approved agreement for:

Task 1 - Project Management and Data Collection

This task will consist of the following:

- Coordination with existing electric, water and sewer utility companies and creation of a master list of contacts.
- One (1) in person kick-off meeting with City of Franklin Engineering and Parks departments.
- Detailed incorporation of approved Masterplan into Autocad with detailed comments for materials and dimensions received during the kick-off meeting.
- Lose will conduct up to three (3) site visits for this task.
- Project management services expected for task 1 – 13.

Task 2 - Meetings

This task consists of anticipated meetings through limited bid services.

- One (1) meeting with two staff with FPR to coordinate final materials and product selections.
- One (1) 30% design meeting with two staff. Meeting will be with Parks and Engineering to review plans.
- One (1) meeting with two staff for Utility coordination. Meeting will be organized by the City.
- One (1) pre-application meeting with three staff.
- One (1) 60% design meeting with three staff. Meeting will be with Engineering and Parks to review plans.



- One (1) meeting with two staff to meet with Fire Marshal and review building codes.
- One (1) 90% meeting with three staff with Engineering and Parks to review plans.
- Two (2) meetings with two staff as requested by Engineering Project Manager.

Task 3– Preliminary Engineering

This task will consist of the following:

- Utilizing previously prepared Masterplan, Lose will prepare a digital base file for design of the proposed facility site improvements.
- Lose will incorporate the layout to meet facility and City of Franklin requirements.
- Lose will create a preliminary grading and drainage plan based on Master Plan site layout.
- Lose will prepare preliminary utility routing based on the master plan and information gathered during the master plan phase and present this during the pre-application meeting with the City.
- Lose will evaluate existing hydrology and prepare preliminary evaluation of stormwater detention requirements.
- Lose will prepare a preliminary water quality design to meet City of Franklin requirements.
- Lose Design will submit 30% plans the day of the pre-application meeting.
- Up to two (2) revisions of the plan will be completed for this task to address City comments.

Task 4–Construction Documents - Site

Upon approval of the preliminary plan, and feedback from City of Franklin engineering Lose will provide the following:

- Lose will create a cover sheet with vicinity map, project information and site data table.
- Lose will develop a demolition plan indicating elements for clearing and removal from site.
- Lose will create a layout plan with critical dimensions for locating batting cages, multi-purpose field, basketball court, mountain bike trail head, stormwater improvements, large pavilion and restroom facility, small restroom facility, parking improvements, pedestrian circulation and seating.
- Lose will create a grading plan with 1' contours and spot elevations indicating grades for proposed construction.
- Lose will create a three phase Erosion Protection and Sediment Control plan indicating measures to reduce sediment transportation along with details of proposed measures.
- Lose will create a Utility layout plan, indicating connections from existing sewer and water lines to the proposed concession, restroom building and irrigation system. Public Utilities shall be profiled.
- Lose will create construction details at various scales for contractor's convenience and indicating desired construction conditions.
- Lose will create a landscape plan that accommodates City of Franklin minimum requirements.



- Lose will create an irrigation plan that accommodates the fields and new plantings and consists of locations for controller, irrigation layout, back flow preventer location and construction details.
- Lose will submit 60% plans to the COF for review and comment.
- Lose will address comments from 60% set review.
- Lose will submit 90% plans to the COF for review and comment.
- Lose will address comments from 90% set review.
- Lose will submit final bid set to the COF for review and comment.
- Lose will address comments from bid set prior to bid.

Task 5–Construction Documents - Architecture

The Construction Documents will be provided for issuance of permits and consist of required documentation for Building Codes' Review and Permitting with Consultant Coordination and material (Structural, Mechanical, and Electrical), and as a guide for on-site construction. It is understood that the project will require one (1) Large Pavilion, Storage and Restroom building, Two (2) Small Restroom Buildings, one (1) Farmers Market structure. The building scoping is understood as follows:

Task 5.1: Large pavilion, Storage and Restroom Building

- Male and female facilities with 2 or 3 stalls per restroom, associated accessories and fixtures, and utility corridor access between restrooms.
- One (1) family restroom with toilet and associated accessories and fixtures.
- Storage space and open area for use by parks for storage only.
- It is understood that no concession facilities are desired for this building.
- Additional rooms include facility and site storage, access to the utility chase, and electrical space for building and site electrical paneling.
- The storage, restroom and office building will be designed for minimum heating and air-movement/ circulation only.
- Drinking fountains will be attached to the restroom structure.
- Lose will meet with City of Franklin staff to review building programming, security, finishes (interior & exterior), etc. Lose will incorporate Parks standards for equipment and finishes.
- Lose will coordinate with City Department of Environmental Health and Building Codes Department for compliance with local and applicable codes.
- Lose will apply and make submittal to Building and Codes department.
- Lose will coordinate with Deign Team engineering consultants, local utilities and City staff to incorporate security, and utility demands.

Task 5.2: Small Restroom structures

- Consisting of up to two (2) family restrooms, associated accessories and fixtures, and utility corridor access between restrooms.
- These structures will be designed for minimum heating and air-movement/ circulation only.
- Additional rooms will be access areas to the utility chase, and electrical space for building and site electrical paneling.
- Drinking fountains will be attached to the restroom structure.



Task 5.3: Farmers Market Pavilion

- One (1) Pavilion style structure with architectural metal column and beams.
- The structure will provide lighting accommodations, electrical outlets and two water spigots at each end of the structure.

Task 6–Electrical Engineering

This task will consist of the following:

- Lose will engage a registered electrical engineer to provide electrical connections from existing infrastructure to the proposed site.
- Lose will coordinate with a ball field lighting vendor and electrical engineer for size, location and maintenance of proposed fixtures.
- Lose will coordinate with electrical engineer for service to building, building fixtures and light levels required by the City of Franklin building and codes.
- Lose will coordinate with electrical engineer for data service and low voltage wiring.
- Lose will coordinate with the electrical engineer for access control for buildings and security camera locations for large pavilion and multi-purpose field areas.

Task 7–Mechanical and Plumbing Engineering

This task will consist of the following:

- Lose will engage a registered mechanical and plumbing engineer to provide recommendations on air and water movement design necessary for proposed concession and restroom buildings.
- Lose will coordinate with mechanical and plumbing engineer for drawing submittals and review procedures.

Task 8–Structural Engineering

This task will consist of the following:

- Lose will engage a registered structural engineer to provide recommendations on footer and wall design necessary for proposed large and small restroom building and farmers market pavilion.
- Lose will utilize the structural engineer for design and review of site walls and foundations.
- Lose will coordinate with structural engineer for drawing submittals and review procedures.

Task 9 –Stormwater Design and Hydrologic Report

This task will consist of the following:

- Lose will prepare an approximate drainage model based on available information and engineering judgement for the pre-development conditions.
- Lose will evaluate the current Stormwater infrastructure on site using available survey and City of Franklin GIS data.
- Lose will calculate the current performance of the existing stormwater pond and provide existing as-built condition calculations.
- Lose will indicate necessary upgrades to the system to bring it into compliance with City regulations.



- Lose will evaluate the needs of the proposed pond after construction upgrades and incorporate design measures into the final design.
- Lose will design the proposed stormwater system to accommodate the City of Franklin Stormwater Management Manual.
- Lose will provide recommended BMP's, notes, and calculation spreadsheets as necessary to complete the stormwater design.
- Lose will create a maintenance manual as required by the manual and provide to stormwater and FRP.
- Lose will consolidate comments and requirements into the City's standard submittal check list.
- This task includes up to two (2) revisions of the plans to obtain approval from the City Department Review Team and CIP Team. This includes all required information to obtain the necessary City Utility Permits, Grading Permits, Stormwater Permits, Building Permits and FMPC Site Plan Approval.

Task 10–NPDES / CGP Permitting

This task will consist of the following:

- Lose will prepare a SWPPP and make application for Notice of Coverage (NOC) for the proposed disturbed area required for site.
- Lose will prepare hydrologic calculations and required documentation for application.
- Lose will coordinate application fee and signatures required for application.
- Lose will create three phase Erosion Protection and Sediment Control plans and notes to meet the requirements of the permit.
- Lose will provide a maintenance plan for permanent erosion measures.

Task 11–TVA Permitting

This task will consist of the following:

- Lose will make application for TVA review of Projects Within Transmission Rights of Way.
- Lose will prepare required plans indicating proposed improvements and grading in relation to existing transmission lines.
- Lose will coordinate application fee and signatures required for application.
- Lose will provide up to two (2) revisions to plans as requested by TVA.

Task 12 – Opinion of Probable Cost (OPC)

Lose Design will engage a qualified General Contractor to provide:

- Take offs for proposed improvements to Liberty Park
- Opinion of cost provided at 50% CD's.
- Opinion of cost provided at 100% CD's prior to bid.
- Approximate contingency costs, design fees, and anticipated contractor profit will be factored into the final budget.
- Up to two (2) meetings with the City of Franklin to discuss numbers and receive feedback.
- One final pdf and excel file with budget numbers will be provided to the Client.

Task 13 – Limited Bid Services

This task will consist of the following:

- Preparation of technical specifications and table of contents for



inclusion in project manual

Exclusions

- Professional Services other than those listed in the above Scope of Services
- Professional Survey Services
- Professional Geo-Tech Services
- Record Drawings and Calculations.
- As-built drawings including stormwater as-builts.
- Specialized environmental services other than those listed in the above Scope of Services
- Traffic Engineering Services
- Detailed Construction Inspections other than those listed in the above Scope of Services
- Attending FMPC and BOMA Meetings.
- Enhanced FF&E Selection and procurement assistance.

Client Responsibilities

- General Conditions of this Agreement
- Providing Access to the Subject Parcel
- Review/Submittal/Permit Fees
- Traffic Engineering
- Procurement of additional consultants
- Bidding and contractor selection

Anticipated Schedule (dependent on receiving survey from Client)

~~October 12th BOMA~~ **October 28th Capital Investment Committee (Recommendation)**
~~November 19th Vote~~ **November 9th BOMA (Vote)**

November 10th – Lose to Engage Subs

60 Days (after Nov. 10) - SD set for review

30 Days – 30% CD's for review

30 Days – 60% CD's for review

45 Days – 90% CD's for internal review

15 Days – 90% CD's for Submittal

45 Days – 100% CD's

60 Days – DRT and PC

60 Days – Bid

**Fees**

The services described herein will be provided on a Lump Sum (LS) fee basis as follows:

<u>Description of Services</u>	<u>Fee Amount ⁽¹⁾</u>
1 – Project Management and Data Collection	\$13,000.00
2 – Meetings	\$25,000.00
3 – Preliminary Engineering	\$19,000.00
4 – Construction Documents - Site.....	\$63,000.00
5 – Construction Documents - Architecture.....	\$108,000.00
6 – Electrical Engineering.....	\$51,000.00
7 – Mechanical and Plumbing Engineering.....	\$8,000.00
8 – Structural Engineering.....	\$18,000.00
9 – Stormwater Design and Hydrologic Report.....	\$26,000.00
10 – TDEC Permitting	\$4,500.00
11 – TVA Permitting	\$2,000.00
12 – Opinion of Probable Cost (OPC).....	\$12,000.00
13 – Limited Bid Services.....	\$9,500.00
Total.....	\$359,000.00

Notes:

(1) *Expense amounts are included in these fees, and are inclusive of reasonable out-of-pocket expenses incurred on behalf of the client and shall include travel and subsistence, plotting and reproduction.*

Remit Payment To:

Lose Design
Attn: Accounts Receivable
2809 Foster Avenue
Nashville, TN 37210

Questions May Be Directed to:

Tammy Boyte
Controller
tboyte@lose.design
615-767-5811

[illegible]

Exhibit 'B'



City of Franklin - Liberty Park				
September 21, 2021			Owner Acceptance	
Description	Tab	Total Cost	Yes	No
Pickleball Facility	1	\$ 446,300		
Tennis Facility	2	\$ 1,314,130		
Main Restroom Building	3	\$ 1,111,980	Yes	
Satellite Restroom Building - Dog Park	4.1	\$ 417,450		
Satellite Restroom Building - multi-purpose Facility with Basketball Court	4.2	\$ 743,350	Yes	
Satellite Restroom Building - Trails	4.3	\$ 585,900		
Playground Additions	5	\$ 630,230		
Open Air Farmers Market	6	\$ 412,160	Yes	
Baseball Batting Cage Addition	7	\$ 367,560		
ADA Ramp and Integrated Stair	8	\$ 252,320		
Refurbished Parking Area	9	\$ 910,510	Yes	
Mountain Bike Trail	10	\$ 113,120	Yes	
Pump Track	11	\$ 751,000		
multi-purpose Practice Field	12	\$ 1,852,160	Yes	
Cricket Batting Cages	13	\$ 583,590	Yes	
Redeifned Storm Water	14	\$ 522,090	Yes	
12' Sidewalks	15	\$ 421,510		
Mountain Bike Trailhead	16	\$ 9,580	Yes	
Baseball Fields Seating Enhancements	17	\$ 1,676,490		

LEGEND:

● SITE AMENITIES

- 1 PICKLEBALL FACILITY
- 2 TENNIS FACILITY
- 3 MAIN RESTROOM BUILDING
- 4 SATELLITE RESTROOM BUILDING
- 5 PLAYGROUND ADDITIONS
- 6 OPEN AIR FARMERS MARKET
- 7 BASEBALL BATTING CAGE ADDITION
- 8 ADA RAMP INTEGRATED STAIRS
- 9 REFURBISHED PARKING AREA
- 10 MOUNTAIN BIKE TRAIL
- 11 PUMP TRACK
- 12 MULTIPURPOSE FIELD
- 13 CRICKET BATTING CAGES
- 14 REDEFINED STORMWATER
- 15 12' SIDEWALKS
- 16 MOUNTAIN BIKE TRAIL HEAD
- 17 BASKETBALL COURT
- 18 RECOMMENDED FUTURE ACQUISITION
- 19 FUTURE PED. CONNECTION FROM EAST MCEWEN (LOCATION TO BE DETERMINED)

● EXISTING SITE AMENITIES

- 1 COLUMBIA STATE COMMUNITY COLLEGE
- 2 TVA EASEMENT
- 3 MARS PETCARE CORPERATE OFFICE
- 4 SITE UTILITY BUILDING
- 5 BASEBALL FIELDS
- 6 BATTING CAGES
- 7 DOG PARK
- 8 SALT FACILITY
- 9 PLAYGROUND
- 10 DISC GOLF COURSE





File #: 21-02561

DATE: October 27, 2021
TO: Board of Mayor and Aldermen
FROM: Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering
Adam Moser, Traffic Engineer

SUBJECT:

*Consideration Of Amendment No. 7 To TDOT Agreement No. 110291 (COF Contract No. 2011-0129) For The Franklin ITS Extension (PIN 116144.00) And The Adaptive Signal Control Technology (PIN 116144.01) Projects.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment No. 7 to the Tennessee Department of Transportation (TDOT) Agreement No. 110291 (COF Contract No. 2011-0129).

BACKGROUND/STAFF COMMENTS:

In 2011, the BOMA approved TDOT Agreement No. 110291 (COF Contract No. 2011-0129), which allows the City to locally manage the Franklin Intelligent Transportation System (ITS) Extension project. This agreement was later modified to include adaptive traffic signal control systems as an accepted work type. This inclusion created 2 distinct projects. The first is the ITS Extension Project (PIN 116144.00), which generally consists of additional traffic monitoring cameras and extension of the City's fiber optic network that connects the City's traffic signals to the Traffic Operations Center (TOC) in City Hall. The second related project is the Adaptive Signal Control Technology (ASCT) Project (PIN 116144.01). This project consists of upgraded vehicle detection and the implementation of an adaptive traffic signal control system at 19 intersections in the Cool Springs area.

The ASCT project, which is the larger of the two projects, has completed construction and is now in operation. The project team is working to finalize all documentation, to obtain eligible reimbursements, and to perform proper close-out procedures with the TDOT Local Programs office. The original ITS extension, now the smaller of the 2 projects, is ready for construction, but must undergo 1 additional reevaluation of its environmental clearance prior to proceeding to the construction phase. Because all work is planned to occur within existing rights-of-way and/or easements, this reevaluation should take no more than 3 months, with actual construction being complete by the end of 2022.

This Amendment 7 allows for a time extension of 12 months to the City's existing agreement with

TDOT. Unchanged, the existing agreement will expire on December 31, 2021, which would result in 1 of 2 options:

- Stop the project, and require the City to pay back the entirety of federal funds expended to-date on both the ASCT and ITS Extension projects, *or*
- Stop the City from receiving any additional reimbursement of federal funds (the current reimbursement rate is 80% federal to 20% local) on this project and the City would still be required to complete the remaining project entirely at its own cost.

However, TDOT staff has agreed to a time extension that would allow for the completion of this project. With the approval of Amendment No. 7, the new project deadline would become December 31, 2022, which is a time extension of 12 months. This amendment also replaces Exhibit A (*i.e.* funding breakdown per phase per project), which was last edited with Amendment No. 3. This new Exhibit A more closely matches the actual projects costs, now that more information is known.

FINANCIAL IMPACT:

There is no direct financial impact associated with this amendment. The original agreement and its subsequent amendments only allow and define the general protocol for the local management of 2 transportation projects that are scheduled to receive federal funds.

RECOMMENDATION:

Staff recommends approval of Amendment No. 7 to TDOT Agreement No. 110291 (COF Contract No. 2011-0129).

Amendment to Change Completion Date

COF Contract No. 2011-0129

Amendment 7

Amendment Number: 7

Agreement Number: 110291

Project Identification Number: 116144.00,116144.01

Federal Project Number: STP-M-9305(26), STP-M-9305(30)

State Project Number: 94LPLM-F3-039, 94LPLM-F3-065

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 20__ by and between the STATE OF TENNESSEE DEPARTMENT OF TRANSPORTATION, an agency of the State of Tennessee (hereinafter called the "Department") and the CITY OF FRANKLIN (hereinafter called the "Agency"), for the purpose of providing an understanding among the parties of their respective obligations related to the management of the project described as:

"Various Corridors in Franklin (ITS Infrastructure Expansion)"

1. The language of Agreement # 110291 dated December 5, 2016 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 7 .
2. The language of Agreement # 110291 dated June 17, 2020 Section B.2 a) is hereby deleted in its entirety.
3. The following is added as Section B. 2 a) .

B.2 a) The Agency agrees to complete the herein assigned phases of the Project on or before **December 31, 2022**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

Rev. 1/26/21

Law Dept. approved 10.27.21

Amendment to Change Completion Date

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their respective authorized officials on the date first above written.

CITY OF FRANKLIN

Signature:

Email: ken.moore@franklintn.gov

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

B:

Signature:

Email: TDOT.COMMISSIONER'S.Office@tn.gov

**APPROVED AS TO
FORM AND LEGALITY**

Signature:

Email: shauna.billingsley@franklintn.gov

**APPROVED AS TO
FORM AND LEGALITY**

E

Signature:

Email: TDOT.Legal.Attorneys@tn.gov

EXHIBIT "A" for AMENDMENT 7

Agreement #: 110291

Project Identification #: 116144.00, 116144.01

Federal Project #: STP-M-9305(26), STP-M-9305(30)

State Project #: 94LPLM-F3-039, 94LPLM-F3-065

Project Description: Various Corridors in Franklin (ITS Infrastructure Expansion) - Expansion of the City of Franklin's current ITS infrastructure network capabilities into areas with extensive congestion to include CCTV, DMS, Weather Communication, and connect to TDOT & Brentwood systems.

Change in Cost: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto

Type of Work: Intelligent Transportation System

116144.00

Phase	Funding Source	Fed %	State %	Local %	Estimated Cost
PE-DESIGN	U-STBG	80	0	20	\$150,000.00
CONSTRUCTION	U-STBG	80	0	20	\$702,404.00
CEI	U-STBG	80	0	20	\$78,922.00
TDOT ES	U-STBG	80	0	20	\$7,892.00

116144.01

Phase	Funding Source	Fed %	State %	Local %	Estimated Cost
PE-DESIGN	U-STBG	80	0	20	\$350,000.00
IMPLEMENTATION	U-STBG	80	0	20	\$435,337.00
CONSTRUCTION	U-STBG	80	0	20	\$743,157.00
CEI	U-STBG	80	0	20	\$82,350.00
TDOT ES	U-STBG	80	0	20	\$5,275.00

Ineligible Cost: One hundred percent (100%) of the actual cost will be paid from Agency funds if the use of said state or federal funds is ruled ineligible at any time by the Federal Highway Administration.

Legislative Authority: STBG: 23 U.S.C.A., Section 133, Surface Transportation Block Grant Program funds allocated or subject to allocation to the Agency

Amendment TIP

TDOT Engineering Services (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that TDOT's expenses associated with the project during construction are covered. The anticipated TDOT expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

For federal funds included in this contract, the CFDA Number is 20.205, Highway Planning and Construction funding provided through an allocation from the US Department of Transportation.

FRANKLIN ITS EXTENSION (TDOT PIN 116144.00)

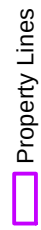
I-65 at GOOSE CREEK BYPASS (SR-248) (NEW CCTV CAMERA AND 50-FT POLE)



Legend



Signalized Intersection



Property Lines

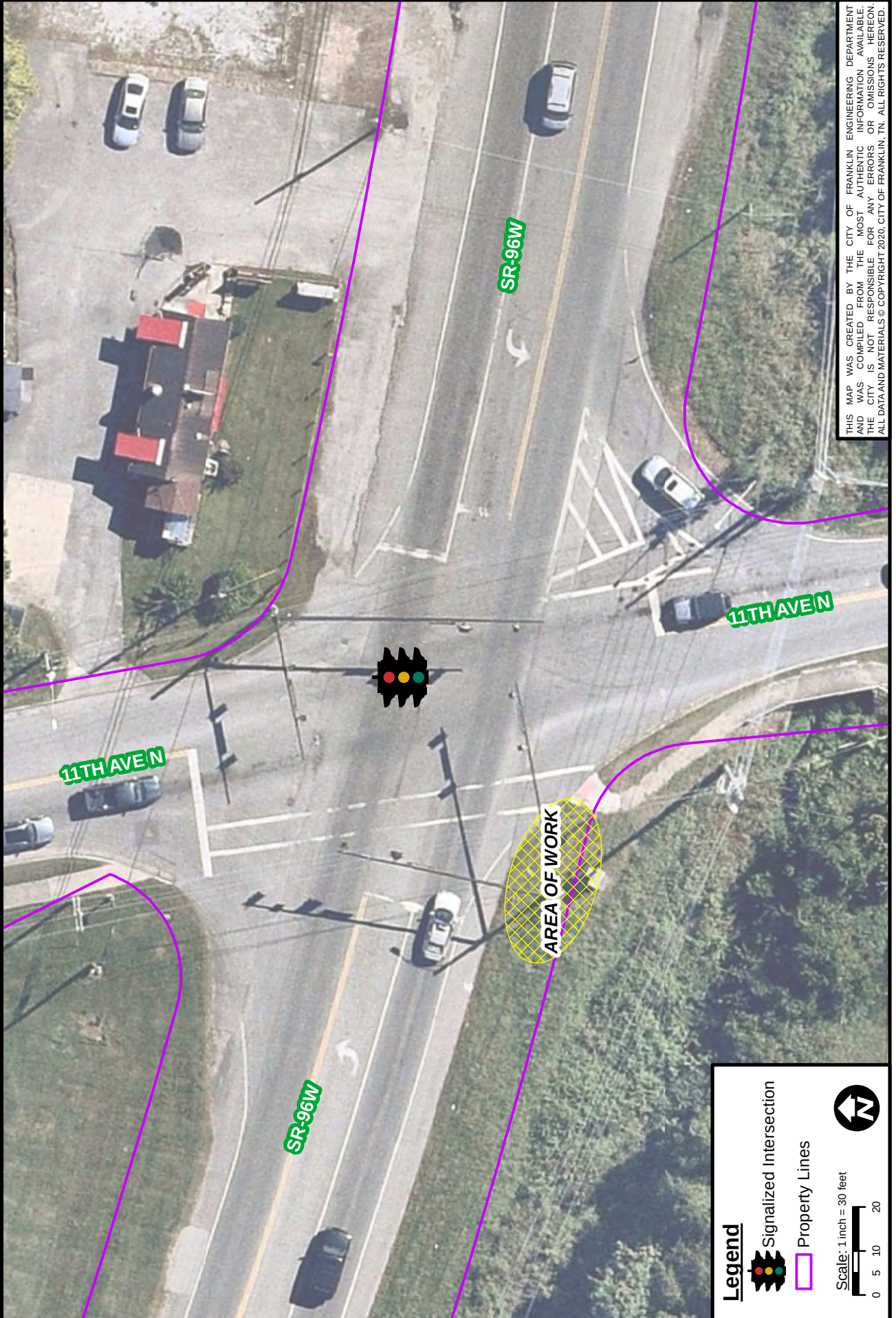
Scale: 1 inch = 100 feet



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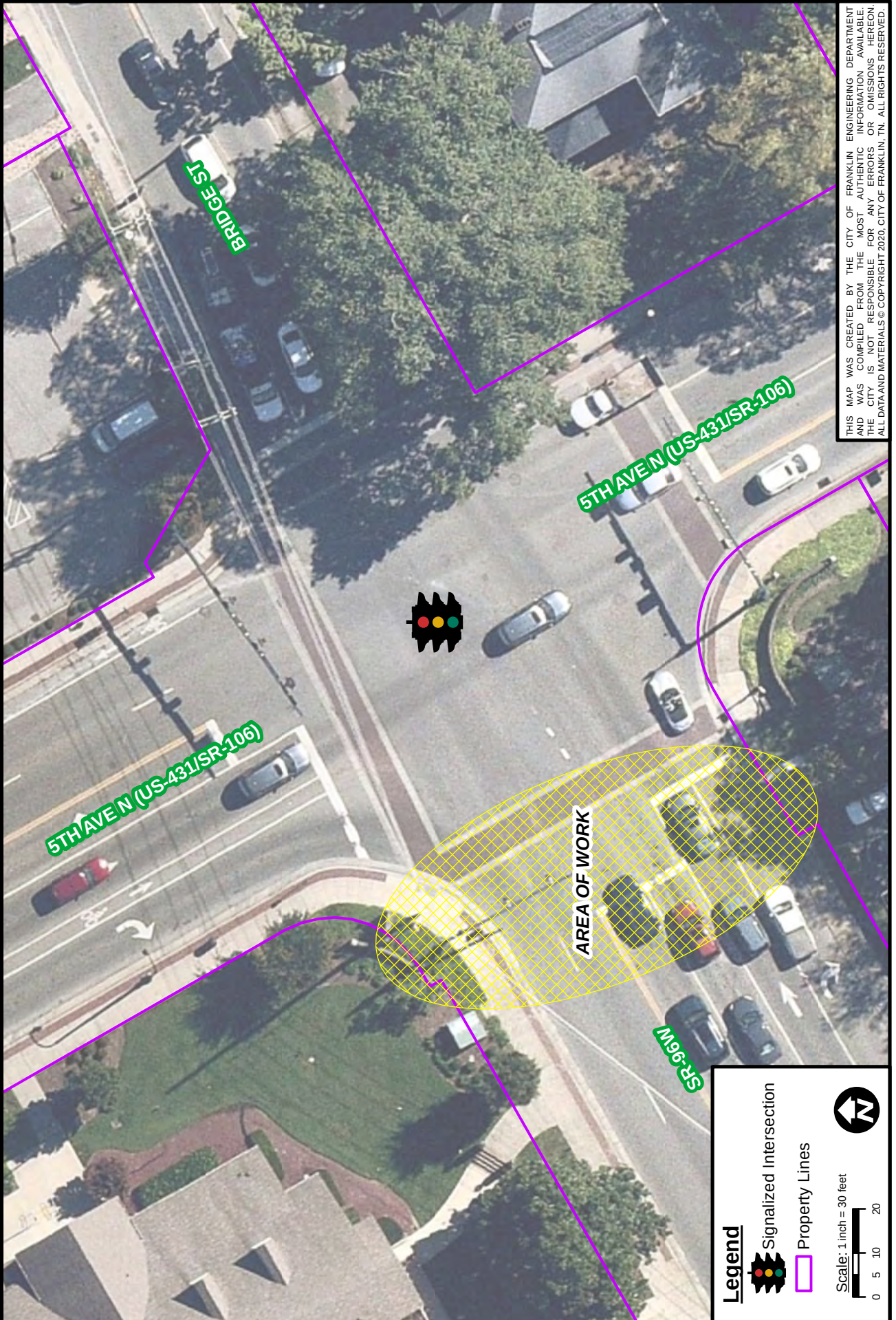
FRANKLIN ITS EXTENSION (TDOT PIN 116144.00)

SR-96 WEST at 11TH AVENUE NORTH (NEW SIGNAL-MOUNTED CCTV CAMERA)



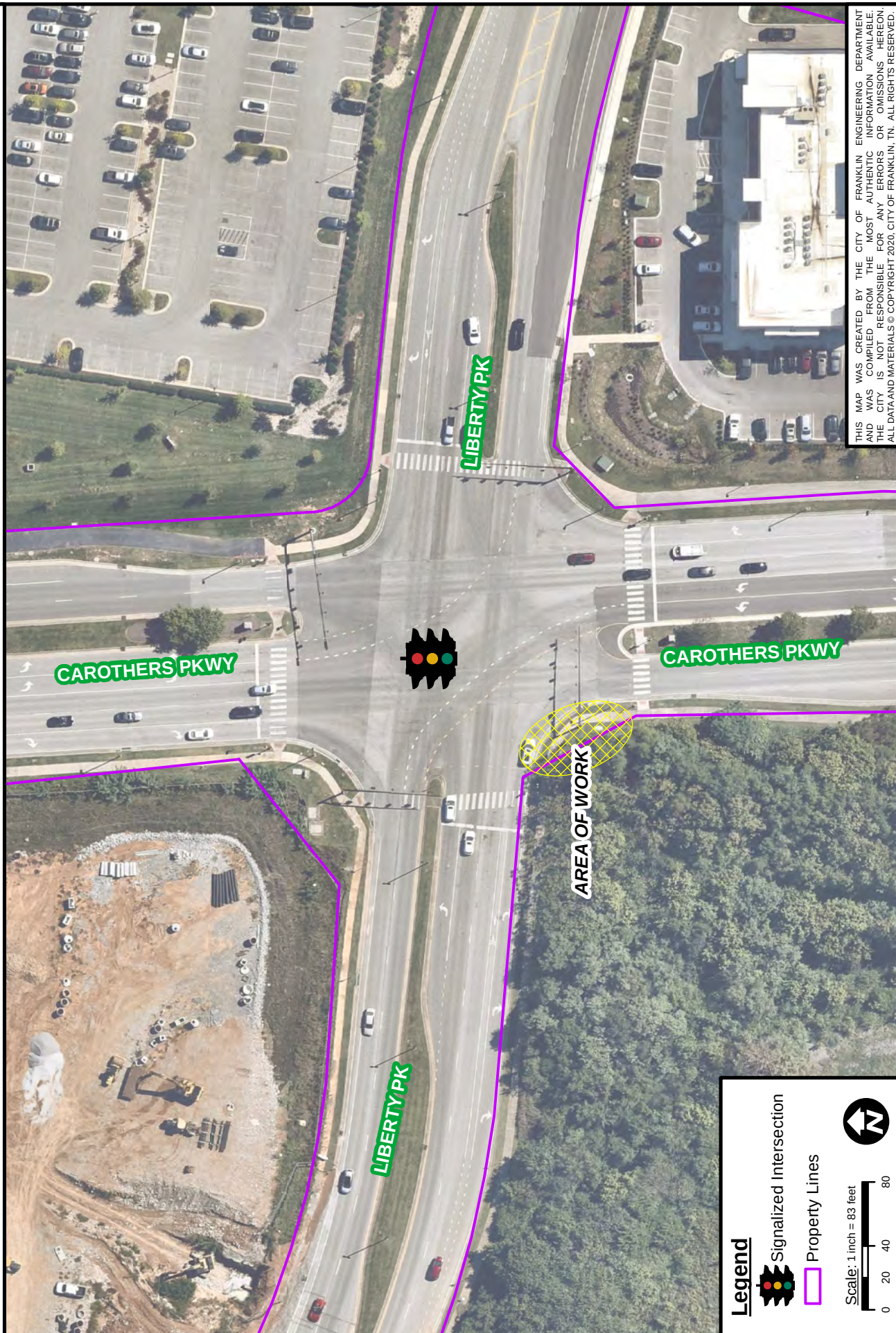
FRANKLIN ITS EXTENSION (TDOT PIN 116144.00)

SR-96 WEST at 5TH AVENUE NORTH (NEW SIGNAL-MOUNTED CCTV CAMERA)



FRANKLIN ITS EXTENSION (TDOT PIN 116144.00)

CAROTHERS PARKWAY at LIBERTY PIKE (NEW CCTV CAMERA AND 50-FT POLE)



Legend
Signalized Intersection
Property Lines

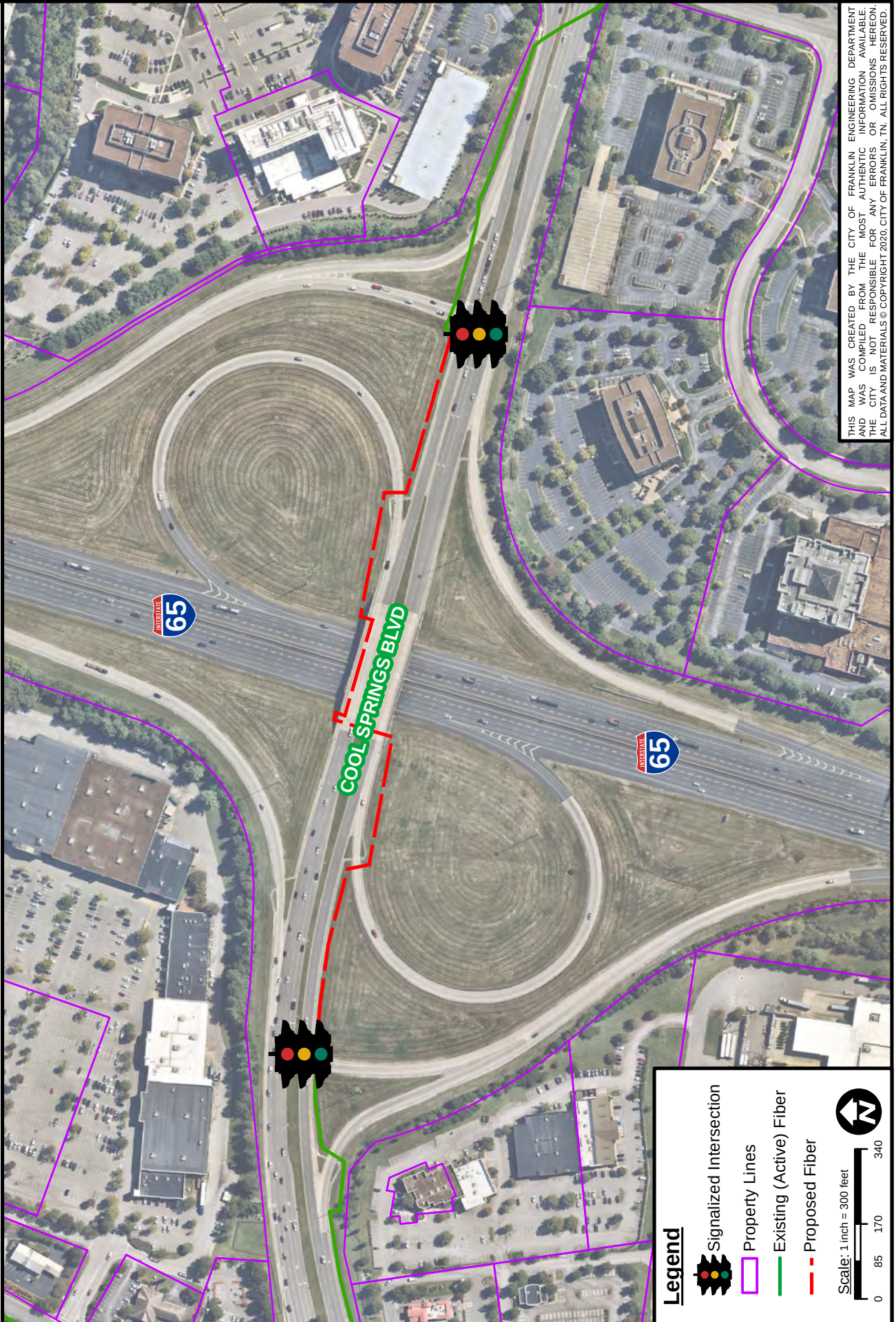


Scale: 1 inch = 83 feet
0 20 40 80

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FRANKLIN ITS EXTENSION (TDOT PIN 116144.00)

I-65 at COOL SPRINGS BOULEVARD (FIBER OPTIC COMMUNICATION EXTENSION)



Legend

Property Lines

Existing (Active) Fiber

Proposed Fiber

Scale: 1 inch = 300 feet

0 85 170 340

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LOCATION MAP

ADAPTIVE SIGNAL CONTROL TECHNOLOGY (ASCT)
(TDOT PIN 116144.01)

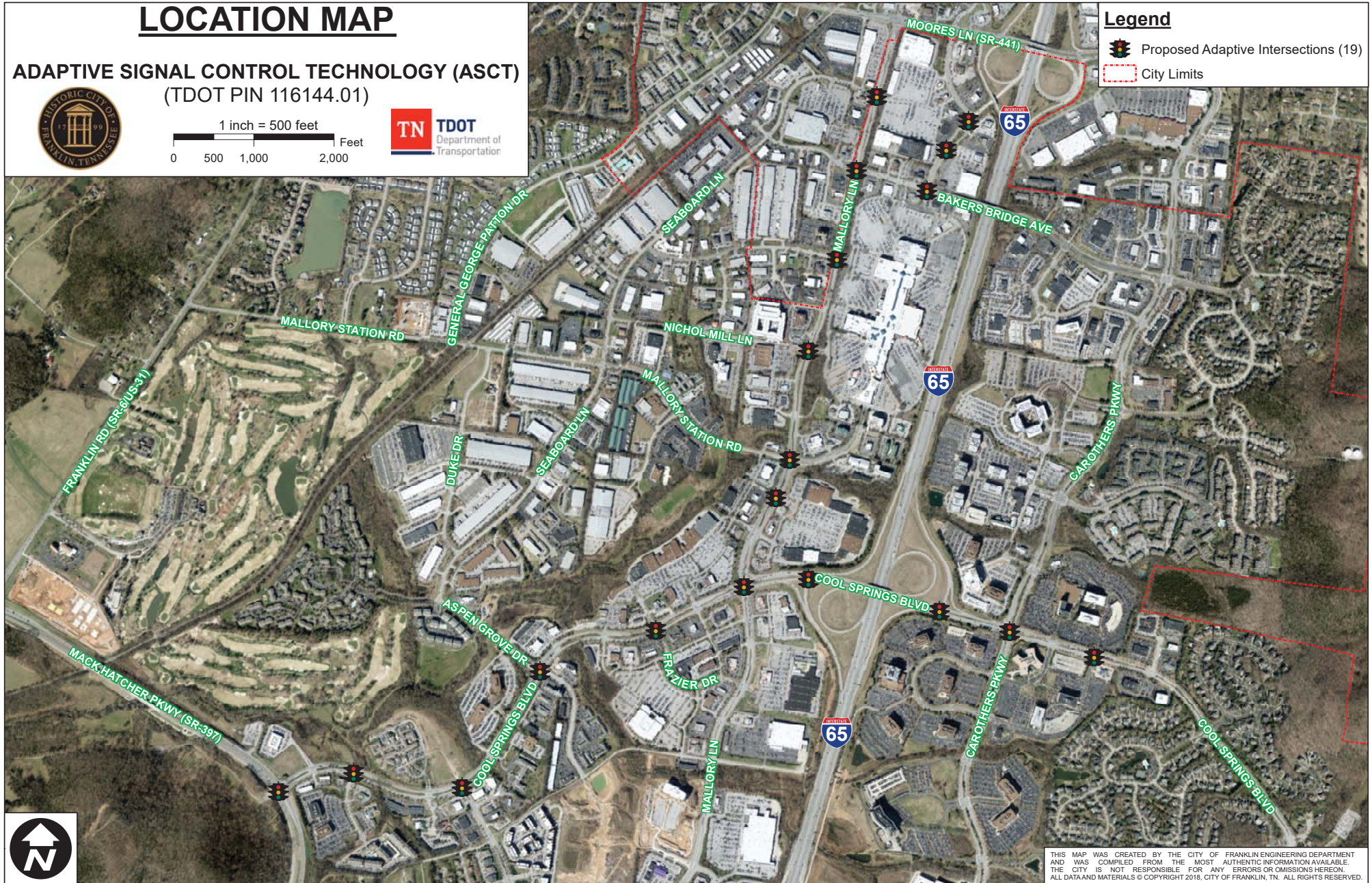


1 inch = 500 feet
0 500 1,000 2,000 Feet



Legend

- Proposed Adaptive Intersections (19)
- City Limits



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File #: 21-02474

DATE: November 1, 2021
TO: Capital Investment Committee
FROM: Michelle Hatcher, Director of Water Management
Scott Andrews, Utilities Engineer II

SUBJECT:

*Consideration To Grant Water Availability For 1200 Old Hillsboro Road (Map 027, Parcel 00500).

PURPOSE:

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

BACKGROUND/STAFF COMMENTS:

Date of Request: 1/19/2021.
Single Family Unit Equivalents (SFUE) Requested: 20.
Domestic Water Meter Size(s): Four 2" meters, one 1" meter.

This property is located north of the City, outside of the City limits, at the intersection of Old Hillsboro Road and Hillsboro Road. A mixed-use commercial development is planned here, to include medical office buildings, other office space, and a restaurant. The area is within the City of Franklin water district boundary, and by granting this project water availability will have a positive impact on the City's domestic water system by removing a dead end in the system and improving water quality for the customers in the area. Conversations with the applicant have indicated they agree to loop the line to increase water quality in the area. The Site Plan submittal indicating this is currently being reviewed.

The applicant has requested approval and the Water Management Department is recommending approval based upon the execution of an Availability Agreement. The Department is also recommending approval without the execution of an Annexation Agreement as this area is located outside of the City's Urban Growth Boundary (UGB).

FINANCIAL IMPACT:

Granting water availability will add customers to the City's water utility.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve this availability request for 1200 Old Hillsboro Road, contingent on the execution of an Availability Agreement and will not require the execution of an Annexation Agreement as it is outside of the City's Urban Growth Boundary.



Request for Water and/or Sewer Availability & Associated Costs

Please fill in the following information & return this form with the site plan per directions below. Incomplete forms will result in the request being returned until all of the information is included. Refer to the attached memo for fees and additional information.

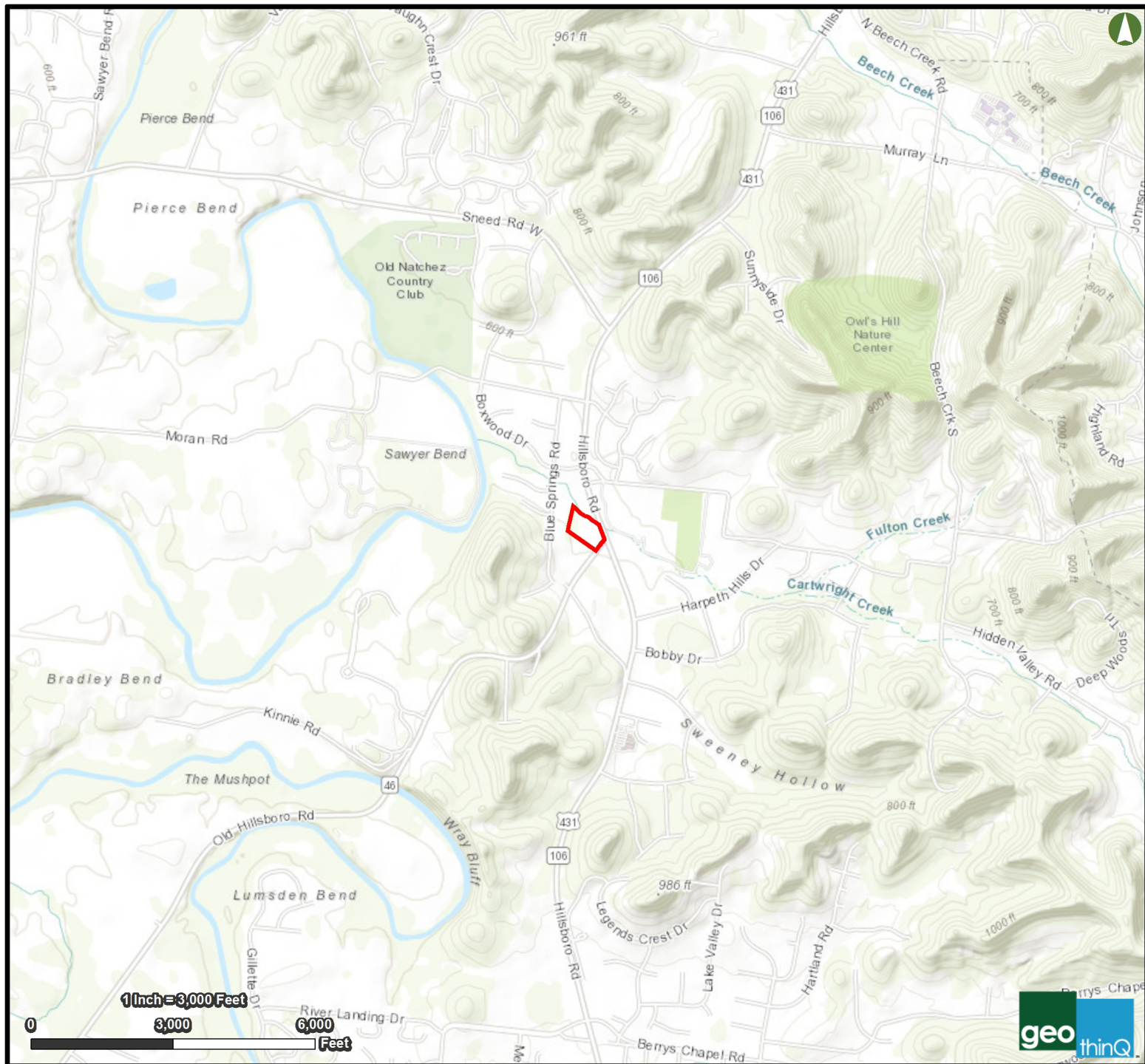
Type of Availability Requested:		CHECK ALL THAT APPLY: ☒ Water ☐ Sewer	
Project Name & Subdivision, Section, Lot #	1200 Old Hillsboro Road		
Map & Parcel(s) #	027-005.00		
Property Address:	1200 Old Hillsboro Road		
City Project # (If Applicable)	N/A		
# of Dwelling Units (If Residential)	N/A		
Applicant's Name & Company	Travis Todd, Thomas & Hutton		
Applicant's Address	615 Main Street, Nashville, TN 37211		
Applicant's Email & Phone #	todd.t@tandh.com, (615) 349-4967		
Anticipated Water Meter Size(s) (see chart on pg. 3).	four 2" meters, one 1" meter		
Water District:	City of Franklin Water Utility District		
Sewage Flow Calculations: <i>Use the City of Franklin projected flow examples sheet –pg.4</i> MEDICAL OFFICE BUILDINGS (8 doctors)*(75 GPD/doctor) + (29 employees)*(20 GPD/employee) + (150 patients)*(10 GPD/patient) = 2,680 GPD OFFICE (10,000 SF)*(0.1 GPD/SF) = 1,000 GPD MIXED USE AREA (8,500 SF)*(0.2 GPD/SF) = 1,700 GPD RESTAURANT (40 seats)*(35 GPD/seat) = 1,400 GPD TOTAL (2,680 GPD) + (1,000 GPD) + (1,700 GPD) + (1,400 GPD) = 6,780 GPD <i>use additional sheets as necessary</i>			
Anticipated sewage flows: <i>Information Required for Sewer Service</i>		6,780 GDP (WATER ONLY)	
If County is requiring this request please indicate if you are requesting an approval or denial:	☐ DENY my Request ☒ APPROVE my request <i>*approval or denial is approved by BOMA, indication here is not a guarantee for approval or denial*</i>		

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

Email Application to: availability@franklintn.gov

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

Date Submitted: 1/19/2020



1200 Old Hillsboro Road

Property Location
12/17/2020

Cartwright Creek, L.L.C.
6545 Cox Road
College Grove, TN 37046
615-261-8600

February 2, 2021

Mr. Travis Todd
Thomas and Hutton
615 Main Street, Suite 124
Nashville, TN 37206

Subject: Sewer Availability for 1200 Old Hillsboro Road

Dear Mr. Todd,

Cartwright Creek will accept wastewater from the proposed development at 1200 Old Hillsboro Road, per your letter of January 18, 2021, and accompanying drawings, subject to the following requirements:

1. Addressing the drawing comments:
 - a. The existing gravity line to the site and the existing manhole are shown correctly on the Alta Survey and the 2004 Boundary and Topographic Survey. They are not correct on Drawing C5.1. Please fix.
 - b. Change Cartwright Creek's address on the cover sheet to the business address at 6545 Cox Road, College Grove, TN 37046.
 - c. The restaurant will need an external grease trap, properly sized.
 - d. Is it possible to move the east-west gravity line and manholes off the north side of the pavement?
 - e. The manholes need to have Xypex admixture.
 - f. The sewers will need to be pressure tested, and manholes will need to be vacuum tested.
2. Payment of tap and inspection fees: The previous owner of this property and Cartwright Creek signed an "On-Site Sewer Contract" in September 1991 that specified a tap fee of \$39,300 for connection to the Cartwright Creek system. The Contract does not specify a flow from the proposed development. In early 2011, the property owner's engineer, Dan Barge of Barge Cauthen and Associates, contacted Cartwright Creek about a possible project at the site. In a letter to Dan Barge on March 1, 2011, I calculated that the tap fee would have included 5,000 gallons/day flow, based upon the \$7.86 per gallon per day commercial tap fee in effect in 1991. The flow from the proposed development is 6,780 gallons/day. The additional flow of 1,780 gallons/day at the current commercial tap fee rate of \$14.29 per gallon per day results in an additional tap fee of \$25,436 due. There would also be a \$250 inspection fee due.

3. Cartwright Creek's inspection and acceptance of the sewers, manholes, and building service lines before burial.
4. After construction, completion of as-built drawings of the gravity sewers, stamped by a Tennessee professional engineer.

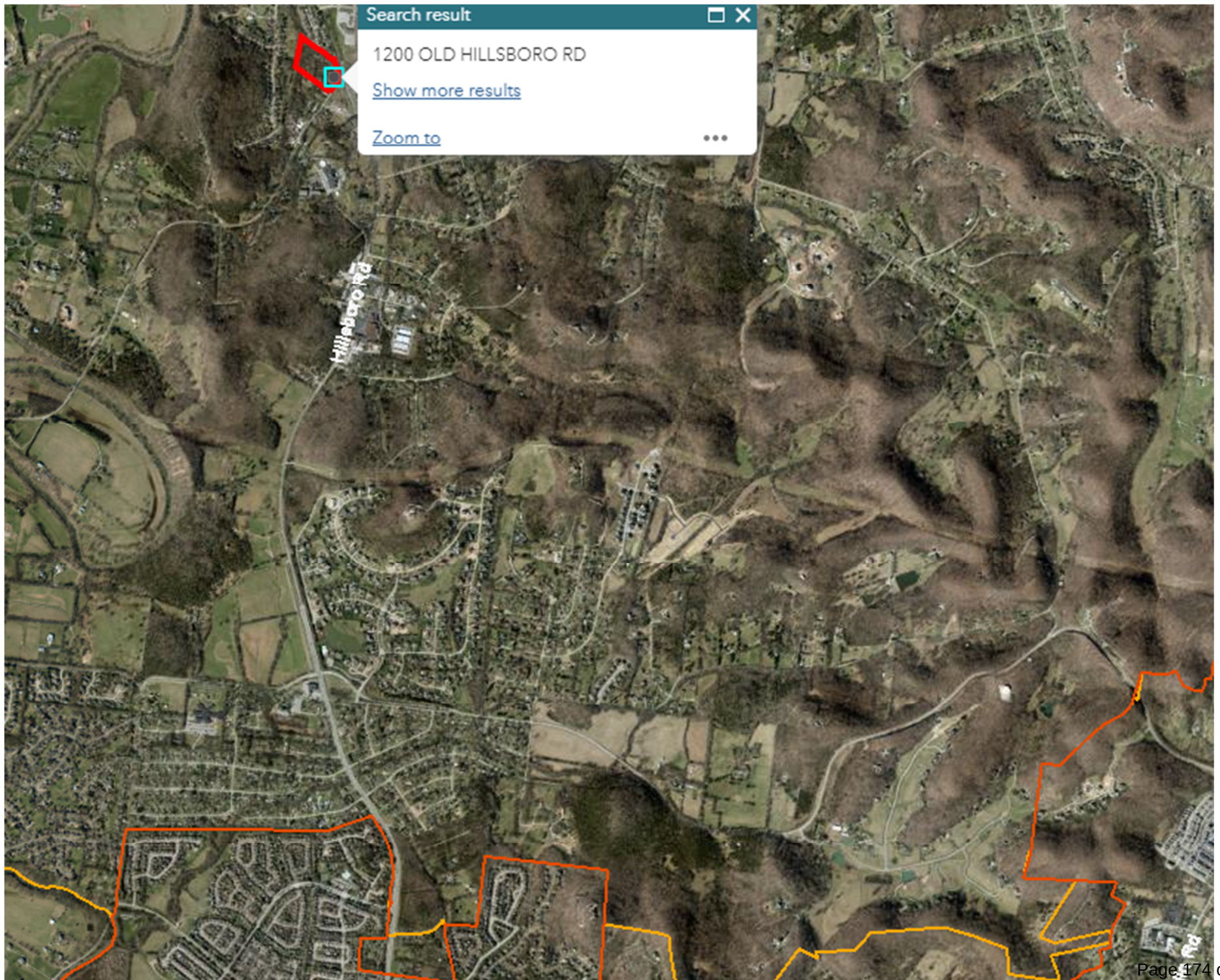
Please contact me if you have any questions or wish to discuss these requirements.

Sincerely,

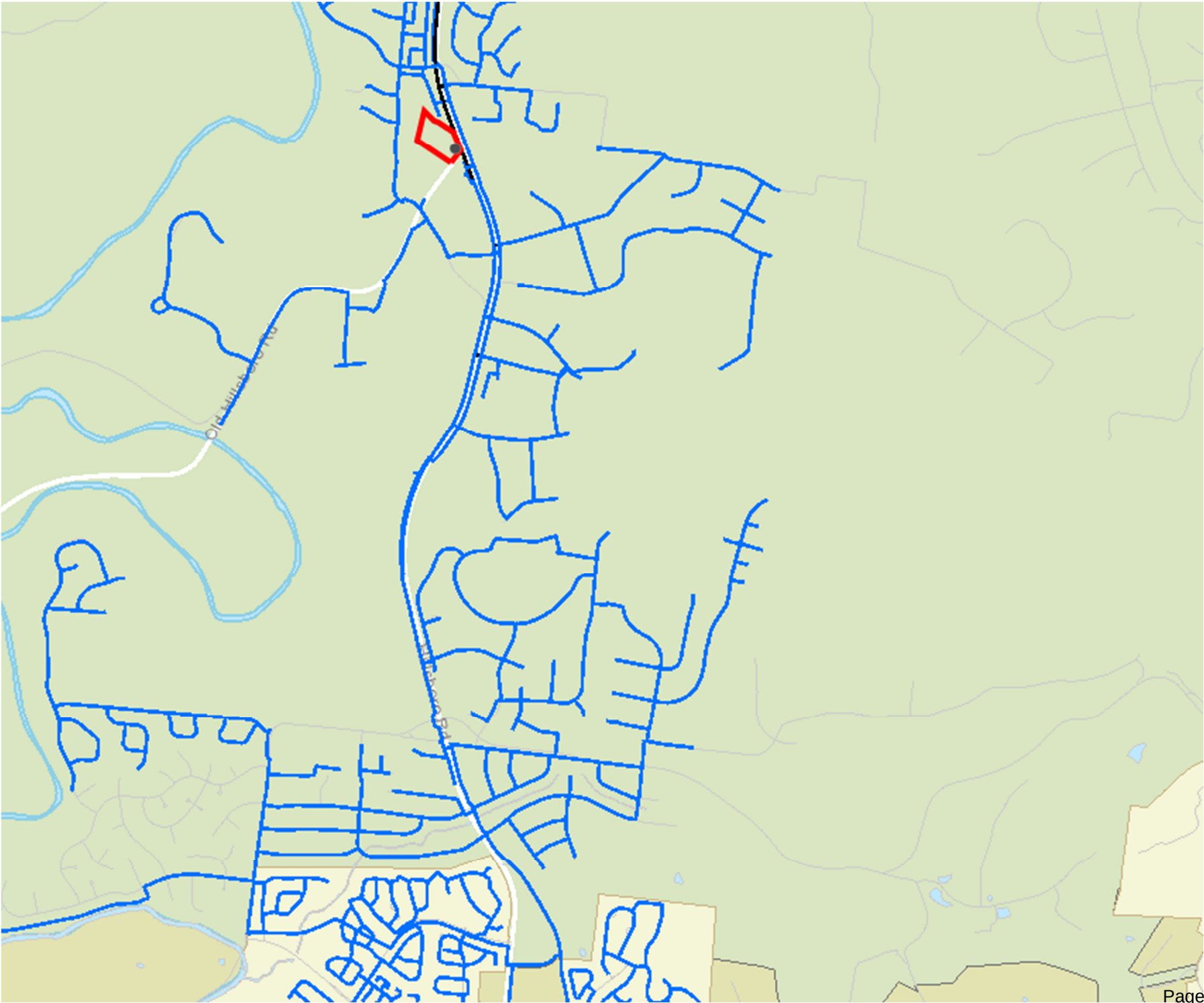


Bruce Meyer
Operations Manager

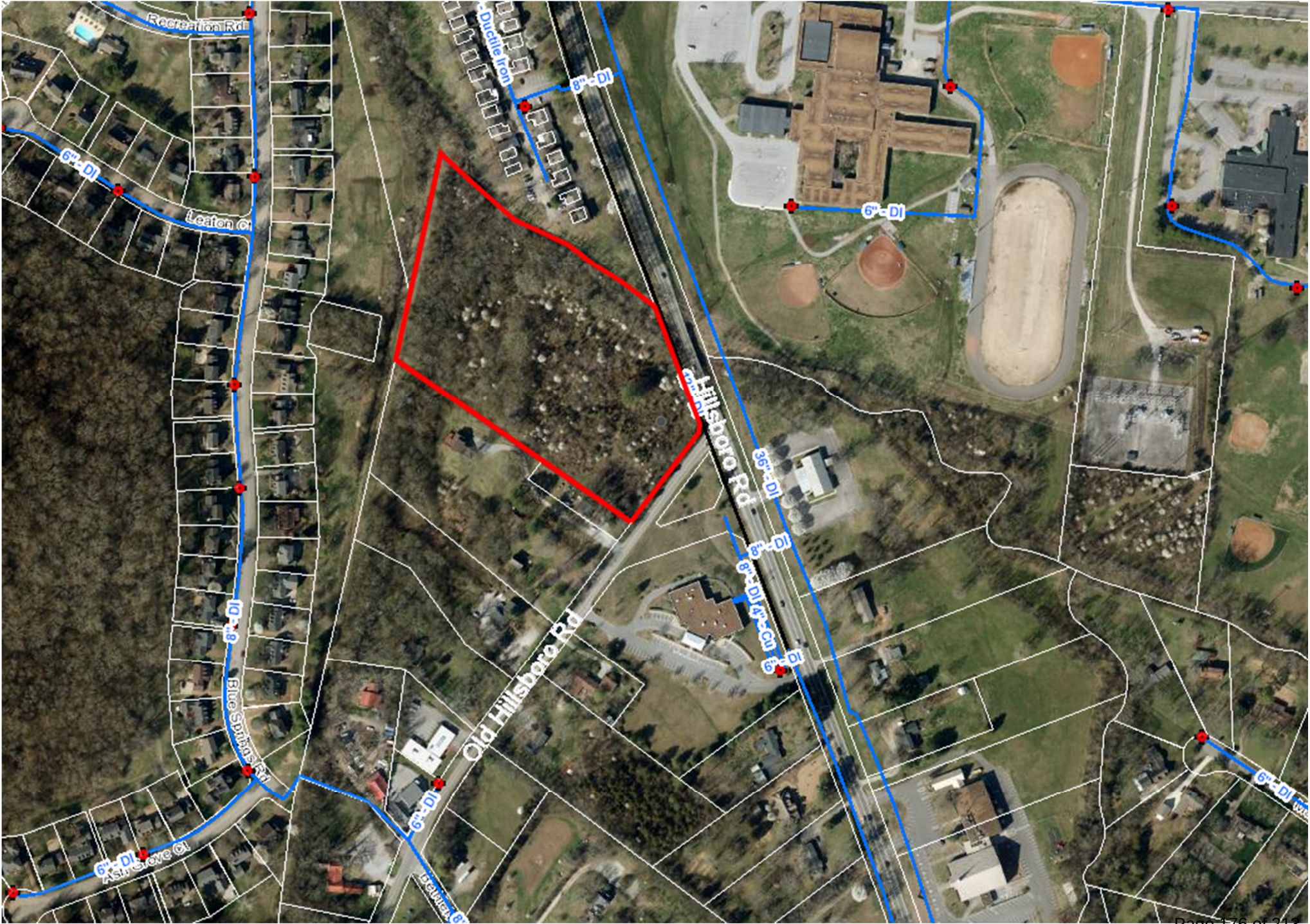
LOCATOR MAP (Aerial view)



LOCATOR MAP (Neighborhood view next page)



Neighborhood View





File #: 21-02566

DATE: November 1, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Patricia McNeese, Utilities Engineer

SUBJECT:

*Consideration Of Change Order 2 To COF Contract No. 2018-0226 With BLD Services For Cured In Place Pipe Lining In An Amount Not To Exceed \$479,300.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Change Order No. 2 to the COF Contract No. 2018-0226 with BLD Services.

BACKGROUND/STAFF COMMENTS:

During the construction of the Spencer Creek at Franklin Road Sanitary Sewer Improvements project, it was discovered that even more of the existing 24" sanitary sewer line upstream along Spencer Creek is in need of repair. Water Management Department (WMD) staff had 2,155 linear feet of the 24" sanitary sewer line videoed to see the existing condition of the line. After the camera footage was reviewed by staff, it was determined that the sewer line needed to be upgraded either by total replacement or cured-in-place pipe lining (CIPP). The contractor performing the Spencer Creek work provided a price for total replacement of \$849,139.00 and BLD Services provided a price for cured-in-place lining of \$479,300.00. WMD staff recommends that the City utilize the CIPP method to upgrade the existing 24" sanitary sewer line. CIPP lining is less invasive than full pipe replacement and only requires a small excavation near the upstream and downstream manholes to access the main line.

BLD has an existing contract with the City that was approved January 28, 2020 to provide CIPP lining services. They were provided in a change order in May 2021 to continue those services, and this change order will be solely for this Spencer Creek project.

FINANCIAL IMPACT:

The cost of the upgrade using CIPP will be \$479,300.00 and will be funded from the Sewer Operating Fund (431-89320-52219).

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Change Order 2 to COF Contract No. 2018-0226.

CHANGE ORDER NO.: 2

Owner: **City of Franklin, TN**
 Engineer: **N/A**
 Contractor: **BLD Services**
 Project Name: **Sanitary Sewer Lateral Lining**
 Owners Contract No.: **COF 2018-0226**
 Effective Date of Change Order: **N/A**

Date Issued: **9/8/2021**

The Contract is modified as follows upon execution of this Change Order:

Description:

Change order to reflect the additional footage of sanitary sewer line to CIPP

Attachments:

- Letter and email dated 3/8/2021 from Hugh Cornell with BLD Services**

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 452,500.00		Effective Date of Award:	January 28, 2020
		Final Date of Contract:	January 27, 2021
[Increase] [Decrease] from previously approved Change Order		[Increase] [Decrease] from previously approved Change Orders	
\$ 200,000.00		Number of days:	365 days
Contract Price prior to this Change Order:		Contract Times from previously approved Change Order:	
\$ 652,500.00		Date of 2 nd Contract Year:	January 28, 2021
		End Date of 2 nd Contract Year:	January 27, 2022
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order: 0 days	
\$ 479,300.00			
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 1,131,800.00		Revised Final Date:	January 27, 2022

Recommended by Project Manager

By: _____
 Title: _____
 Date: _____

Recommended by Department Director

By: _____
 Title: _____
 Date: _____

Authorized by Owner

By: _____
 Title: Mayor
 Date: _____

BLD Services

By: _____
 Title: _____
 Date: _____

Approved as to form:

 Maricruz R. Fincher, Staff Attorney



Patricia McNeese, P.E.
Utilities Engineer II
City of Franklin
Water Management Department
124 Lumber Drive
Franklin, TN 37064

Re: 24" Sewer Lining Using CIPP Liner near Mack Hatcher Parkway

Dear: Ms. McNeese

BLD Services, LLC proposes to furnish all necessary materials, labor, tools, equipment, supplies and the supervision necessary to perform the work outlined in the DESCRIPTION and the SCOPE OF WORK with the exception of those items that have been specifically addressed in this proposal.

Scope of Work: This work shall be performed in conjunction with the "PRICING SCHEDULE" and "TERMS & CONDITIONS" as outlined within this proposal.

In response to your request, we hereby submit subcontract pricing for the above referenced project as follow:

Project Totals					
Revenue Items					
Item #	Description	Quantity	Unit	Unit \$	Total \$
1	Mobilization & Bonds	1	LS	\$ 9,500.00	\$9,500.00
2	24" Cure-inPlace Pipe (CIPP)	2155	LF	\$ 160.00	\$344,800.00
3	Bypass Pumping	1	LS	\$ 125,000.00	\$125,000.00
					\$479,300.00

Proposal Inclusions:

- One mobilization / demobilization to the project site for the CIPP lining crew at no charge. Any additional mobilizations will be negotiated as extra work.
- The CIPP will utilize a polyester resin system and be installed using a hot water or steam cure per the requirements of the CIPP specification section.
- Provide internal reinstatement of laterals encountered in the CIPP-lined pipes using a remotely controlled cutting device.
- Provide a post CCTV and documentation after CIPP lining is complete and tested.
- Provide required testing of samples of the installed CIPP at an independent laboratory to confirm conformance with minimum specified physical properties. Sampling methods and frequency will conform to specified parameters.
- State Sales & Use Tax is not included per specifications.
- Provide specified construction warranty on CIPP materials and workmanship.
- Provide certificate of insurance and endorsements as specified. Certificate of Insurance with standard coverage
- Pre and Post-Installation Video of repair and mainline
- One mobilization and demobilization
- Initial CCTV and Pipe Cleaning

Proposal Exclusions:

- The General Contractor/Customer shall also be responsible for all required traffic control plans.
- Provide any point repairs or other repairs necessary or required to repair or prepare the existing pipeline for CIPP lining.

- Provide legal and physical access to the pipeline, manholes, structures, and other access points sufficient to allow BLD's operations to be conducted, and to allow large trucks and equipment to access the structures and manholes directly when in streets, or as near as possible for easement locations. When applicable, this shall include locating, exposing, and making accessible any manholes, structures, or other access points, associated with BLD's work, including any necessary alterations to fencing, trees and vegetation, and providing any final restoration once BLD's operations are complete. This shall also include providing expanded access by providing pits or other temporarily expanded access at locations where lining will end at a lamp hole, rod hole, cleanout or similar structure that is not being replaced with a manhole prior to lining. When necessary, this shall also include providing expanded access by either staging construction of new structures or temporarily altering existing structures where the existing or new structure configuration will impede BLD's operations.
- Provide any final repair, testing &/or inspection of CIPP-lined pipes when additional work has been performed in or on those pipes by others after the completion of BLD's work. This includes the final post CCTV per job specifications.
- Provide all required notifications of agencies and other parties affected by the work. This shall include providing any necessary public relations work.
- Obtain and pay for all special licenses, permits, variances, or other fees required to perform the work. The only exception to this is that BLD will obtain and pay for its own city &/or county business license(s), when required.

Proposal Terms:

- Payment due within 30 days of completion of BLD's portion of the project
- Partial monthly payments may be requested.
- Proposal valid for 30 days

Special Conditions:

- General Contractor/Customer will be required to provide access prior to lining.
- General Contractor/Customer to supply water meter if required or an approved water source.
- Final footage to be determined CCTV is completed (if required by spec). General Contractor/Customer will be required to provide access to all manholes.
- General Contractor/Customer to provide all traffic control devices and permits beyond typical traffic cones and signs carried by crew.

Mutual Release of Consequential Damages:

Neither party shall be liable to the other for consequential damages relating to or arising out of this Contract.

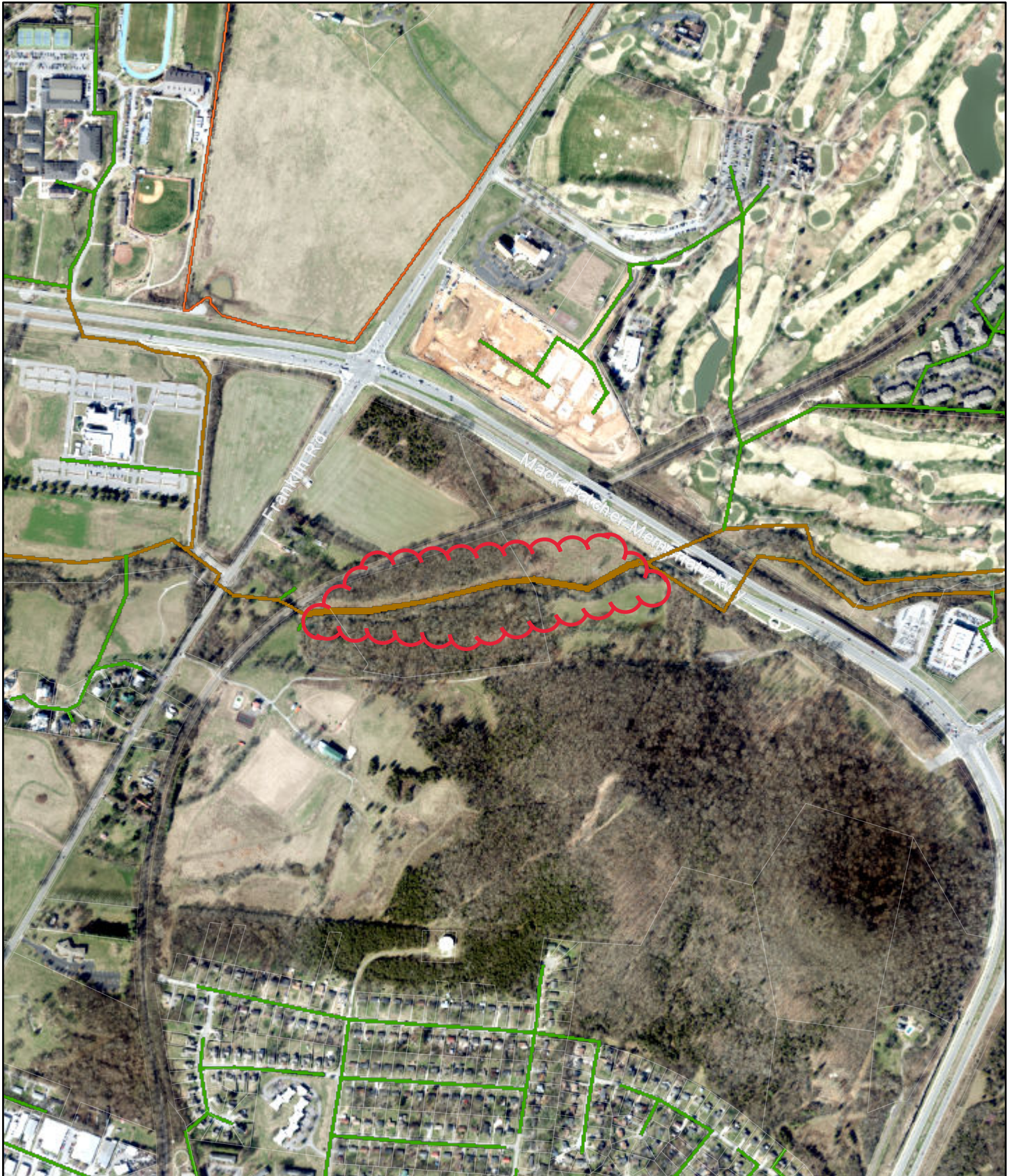
We appreciate the opportunity of submitting this proposal. If you have any questions, please do not hesitate to contact me.

Sincerely,

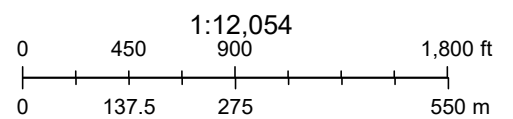
Wm Hugh Cornell

Wm. Hugh Cornell
Project Manager
BLD Services, LLC

Spencer Creek 24" Lining Location



11/1/2021, 9:58:41 AM



City of Franklin TN, GIS Dept., City of Franklin TN GIS Dept.



File #: 21-02257

DATE: October 26, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jimmy Wiseman, Asst. Director of Engineering

SUBJECT:

Consideration Of COF Contract No. 2020-0190, A Road Impact Fee Reimbursement Agreement With Simmons Ridge LLC.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Contract 2021-0190 - A Road Impact Fee Reimbursement Agreement with Simmons Ridge LLC.

BACKGROUND/STAFF COMMENTS:

The Simmons Ridge PUD (Planned Unit Development) Subdivision located on South Carothers Road was originally approved for 156 detached, single-family dwellings in 2003. In 2012, the Developer requested and the Board of Mayors and Aldermen (BOMA) approved a Development Plan amendment that allowed for a total of 90 detached, single-family dwellings and 318 attached townhouse dwelling units for a total of 408 units. A condition of approval of this amended Development Plan was for the Developer to complete certain improvements to South Carothers Road prior to the 241st building permit being issued. Part of this condition of approval for improving Carothers Road was the City completing road improvements from the southern edge of the Simmons Ridge Development to Falcon Creek. The City completed these road improvements shortly after BOMA approved the amended Development Plan. The Developer is responsible for the widening of South Carothers Road to three lanes from the northernmost to the easternmost property line and only recently submitted construction plans for completing these improvements. These plans have been approved and the Developer has submitted reliable information related to the estimated costs of construction of the improvements.

Several years ago, the City began collecting Collector Road Impact Fees and has allowed other approved development projects to request reimbursement of the impact fees for required Collector Road improvements. Only the Impact Fees paid by a development are eligible to be reimbursed to the developer with the developer being responsible for all other construction costs of the required improvements.

The Simmons Ridge Road Impact Fee Agreement for consideration solidifies the road improvements

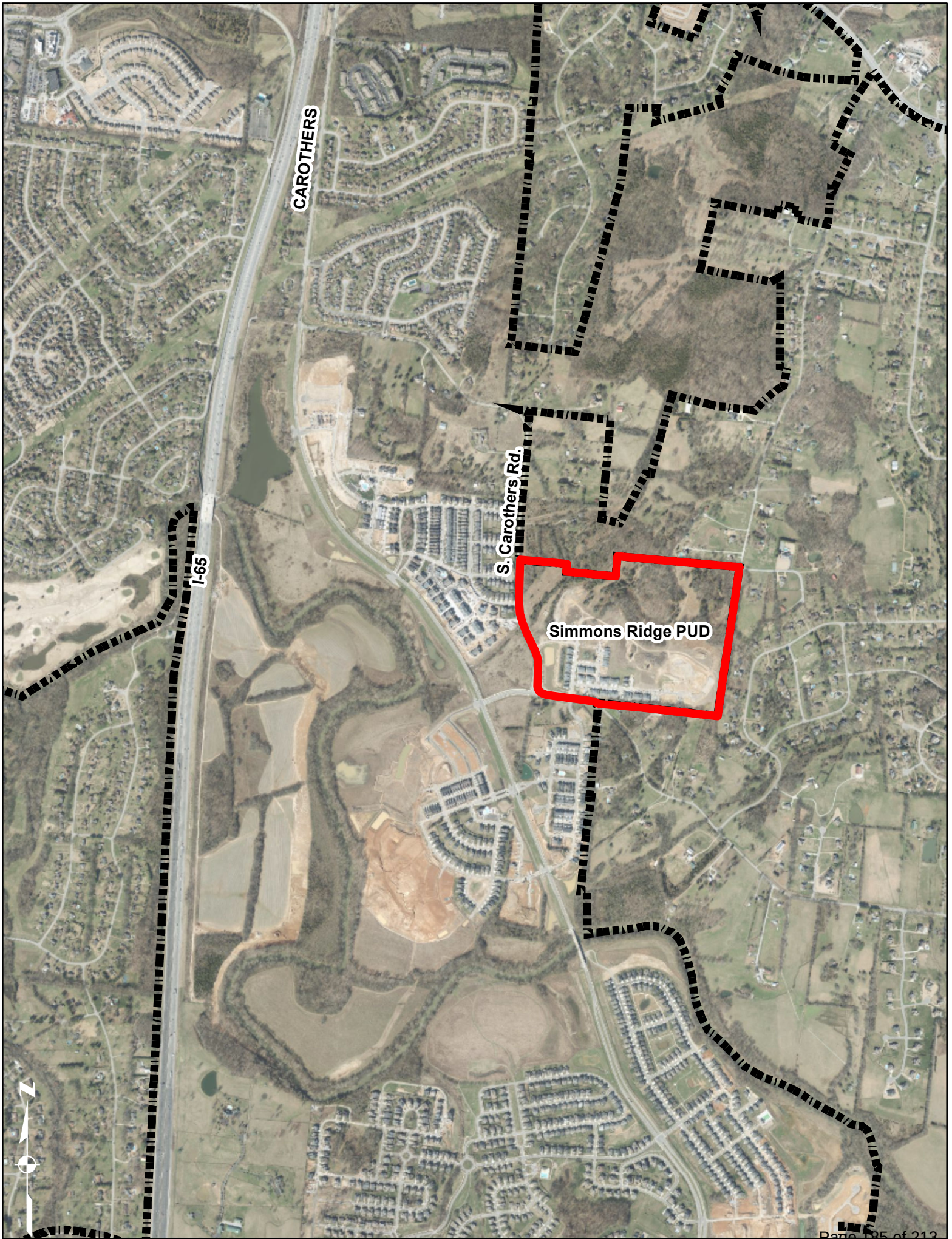
to South Carothers Road to be completed, the Collector Road Impact Fees that are eligible for reimbursement and, that once this agreement is approved, performance sureties for the road improvements submitted and, work has commenced on South Carithers Road, the City agrees to allow the developer to continue to obtain building permits beyond the 240 unit threshold that was a Conditional of Approval of the amended Development Plan in 2012.

FINANCIAL IMPACT:

The total eligible costs of design, right-of-way acquisition, easement acquisition, permits, and construction of the above collector roadway Improvements is **One Million Eight Hundred Thousand and No/100 Dollars (\$1,800,000.00)** for the Development Project and the total reimbursement to the Developer is estimated to be **Seven Hundred Forty-Six Thousand Nine Hundred Eighty-Four and No/100 Dollars (\$746,984.00)**. As stated in the City's Road Impact Fee Ordinance, at no time shall the reimbursement of Collector Road Impact Fees exceed the amount of Collector Road Impact Fees collected as part of the Development Project.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2020-0190.



**ROAD IMPACT FEE REIMBURSEMENT AGREEMENT
COF CONTRACT NO. 2021-0190**

This agreement ("Agreement") is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City") and Simmons Ridge Joint Venture, a Tennessee general partnership composed of Coastal Development Corporation, a Tennessee corporation, and Simmons Ridge Partners, LLC, a Tennessee limited liability company (collectively, "Developer"), on this the _____ day of _____, 2021, pursuant to Title 16, Chapter 4 of the Franklin Municipal Code ("FMC").

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission, Simmons Ridge PUD Subdivision COF Project #6339 for approval (the "Development Project"); and

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

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

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

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

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

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

3. PROJECT. The Developer has submitted reliable information related to the estimated costs of construction of the following Improvements: The widening of South Carothers Road from the northernmost property line to the easternmost property line of the Simmons Ridge Subdivision. The Developer is required to complete Improvements prior to the City issuing the 241st building permit. Should the Developer not meet that condition, the City shall issue the 241st building permit and subsequent permits if the Developer has started construction on the Improvements and posted sureties for the Improvements.

4. ELIGIBLE COLLECTOR ROAD IMPACT FEE REIMBURSEMENT. The total eligible estimated costs of design, right-of-way acquisition, easement acquisition, permits, and construction of the above collector roadway Improvements is **One Million Eight Hundred Thousand and No/100 Dollars (\$1,800,000.00)** for the Development Project, and the total reimbursement to the Developer for the Development Project is estimated by the City Engineer to be **Seven Hundred Forty-Six Thousand Nine Hundred Eighty-Four and No/100 Dollars (\$746,984.00)**. At no time shall the reimbursement exceed the collector impact fees collected as part of the Development Project.

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

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

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

8. ON-SITE RIGHT-OF-WAY AND EASEMENT DEDICATION. The reimbursement value of on-site right-of-way shall be based on the fair market value of the land at the date of application for the development approval for which the condition of dedication was imposed (i.e., COF Project 6339). The value of right-of-way will be established as of January 9, 2017, by Mark Conner of The CRV Group, Inc. and all other necessary temporary slope, temporary construction, access easements, and utility easements shall be dedicated at no cost to the City.

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

- a. The Developer shall be responsible for obtaining all off-site right-of-way and easements associated with the off-site Improvements, which required right-of-way and easements are depicted on Exhibit A.
- b. At a minimum, the Developer shall offer fair market value for all right-of-way and or easements necessary as part of the Improvements. The value of right-of-way and easements shall be determined by professional real estate appraiser Mark Conner of The CRV Group, Inc. at his standard then-current rates or by other means as approved by the City Engineer.
- c. Should negotiations fail, the City agrees to and shall assist, to the maximum extent allowable by law, in the acquisition of the necessary off-site right-of-way and easements associated with the Improvements.

10. REIMBURSEMENT AND FINAL ACCEPTANCE.

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

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

11. INDEMNIFICATION.

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

12. MISCELLANEOUS.

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

other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

- e. Assignment. The rights and obligations of this Agreement are not assignable without prior written consent of the City.
- f. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.
- g. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

[Signature pages to follow]

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

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

WITNESS our hands on the dates as indicated.

DEVELOPER

Simmons Ridge Joint Venture, a Tennessee general partnership

By: Coastal Development Corporation, a Tennessee corporation

By: [Signature]
Print Name: Douglas S. Hale
Title: President

STATE OF TENNESSEE)
)
COUNTY OF Williamson)

Before me, Cassie Anne Starling, a Notary Public of said County and State, personally appeared Douglas S. Hale, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be President (or other officer authorized to execute the instrument) of Simmons Ridge, the within named bargainor, a TN Corporation, and that he as such President executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this 2nd day of November, 2021.



[Signature]
Notary Public
My Commission Expires: 03/19/2025

DEVELOPER

By: Simmons Ridge Partners, LLC, a
Tennessee limited liability company

By: [Signature]
Print Name: JOHN Y. FRANKS
Title: member

STATE OF TENNESSEE)
)
COUNTY OF Williamson)

Before me, Kathleen Hale McClellan, a Notary Public of said County and State, personally appeared John Y. Franks, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be member (or other officer authorized to execute the instrument) of Simmons Ridge Partners, LLC, the within named bargainor, a Tennessee LLC, and that he as such member executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this 1st day of November, 2021.

[Signature]
Notary Public
My Commission Expires: 11/16/2024



CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: _____

DR. KEN MOORE
Mayor

Date: _____

By: _____

ERIC S. STUCKEY
City Administrator

Date: _____

STATE OF TENNESSEE)

)

COUNTY OF WILLIAMSON)

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

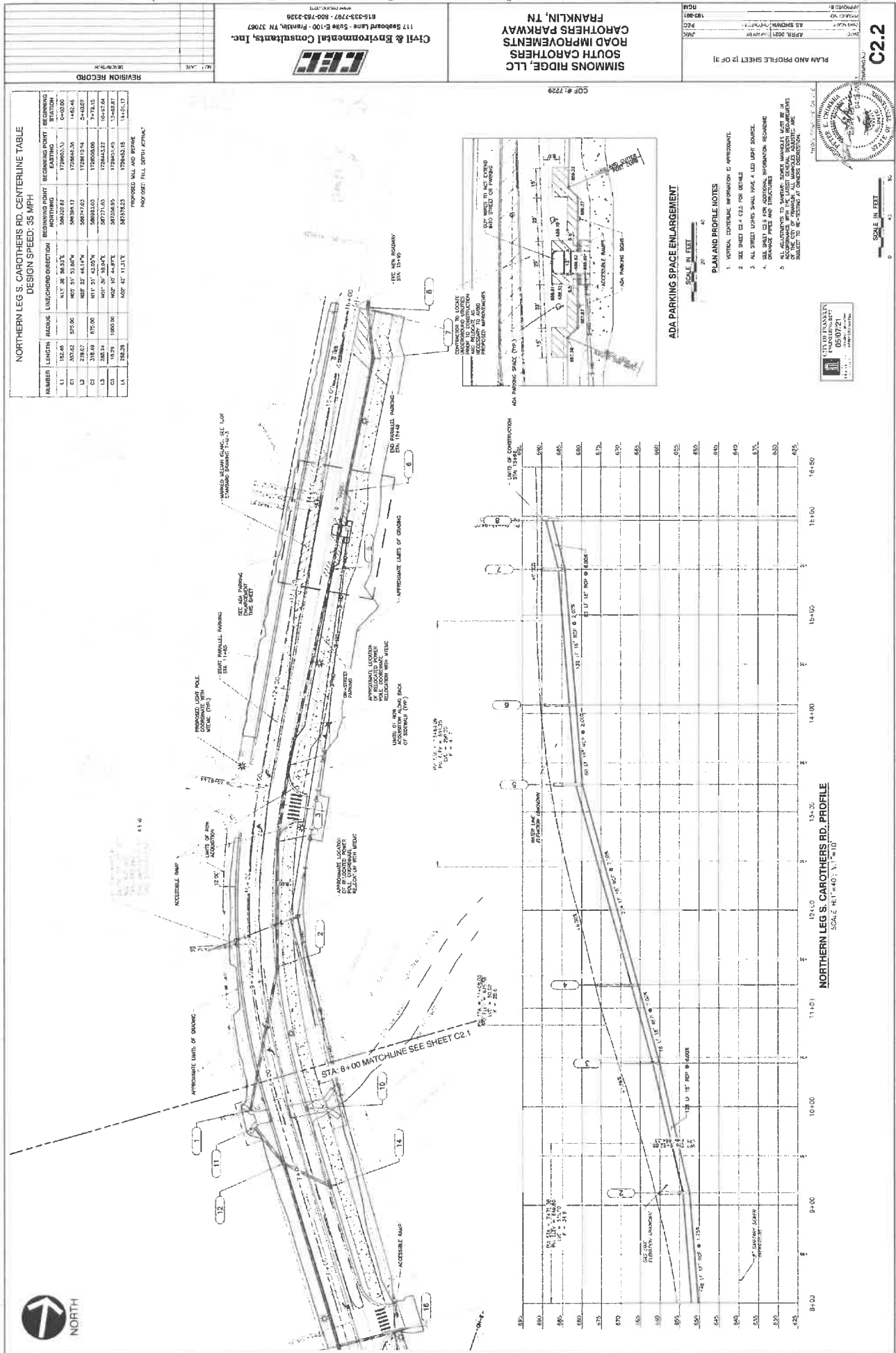
Witness my hand and seal this ____ day of _____, 20____.

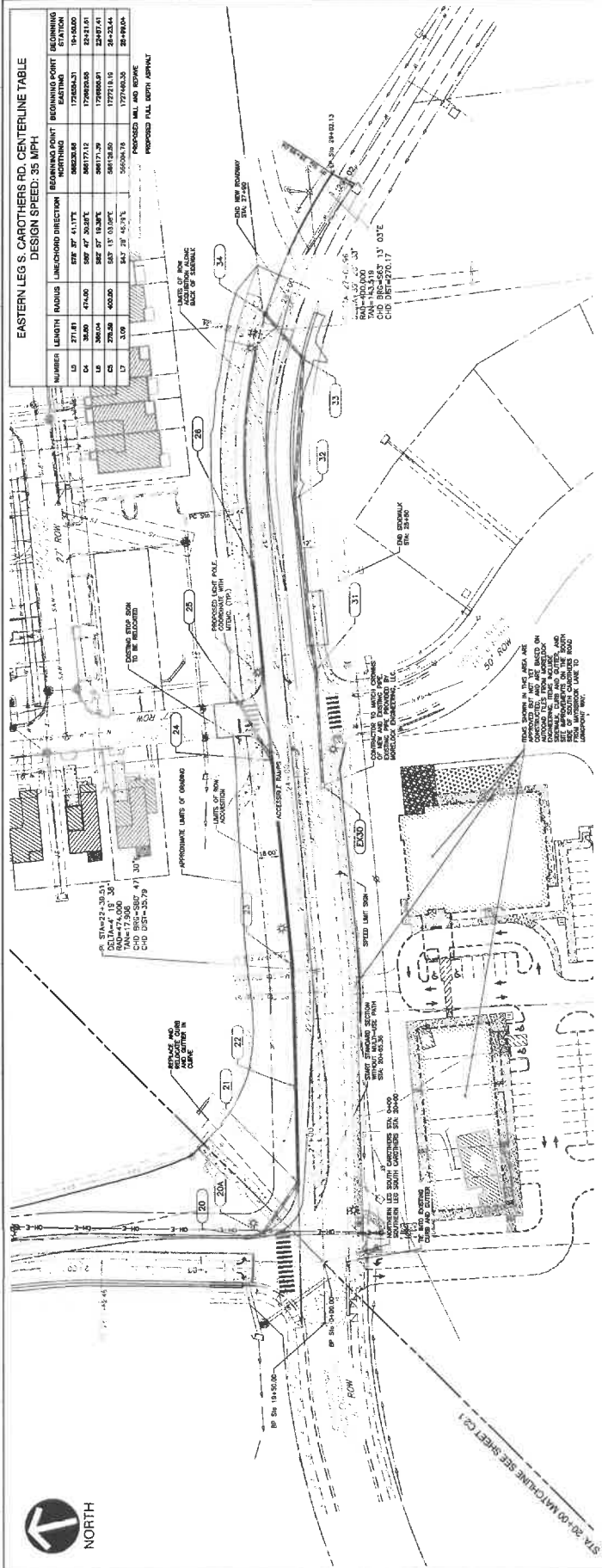
Notary Public

My Commission Expires: _____

Approved as to form by:

William E. Squires, Assistant City Attorney

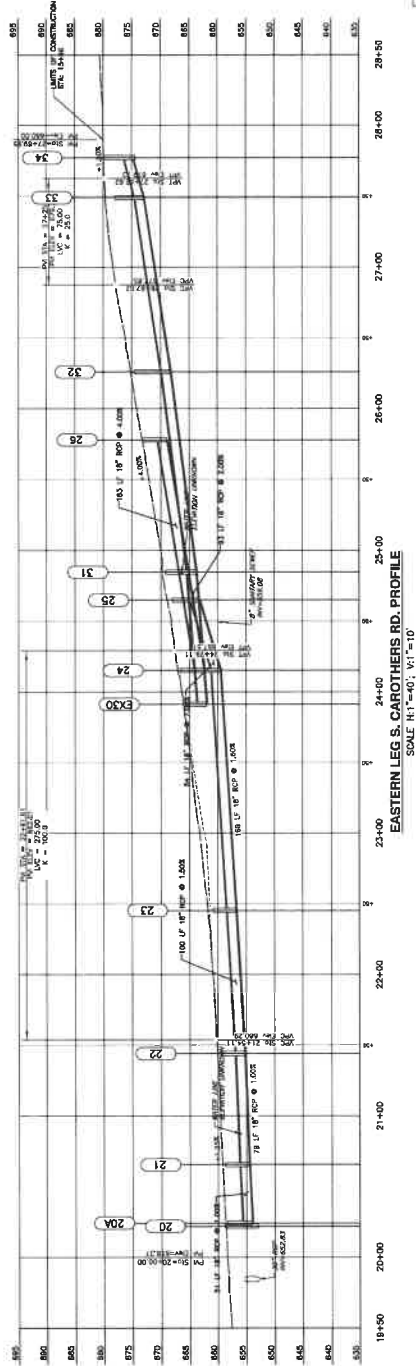


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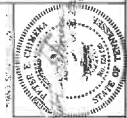
**SIMMONS RIDGE, LLC
SOUTH CAROTHERS
ROAD IMPROVEMENTS
CAROTHERS PARKWAY
FRANKLIN, TN**

PLAN AND PROFILE NOTES

1. VERTICAL CURVATURE INFORMATION IS APPROPRIATE.
2. SEE SHEET C2.4 AND C2.5 FOR DETAILS.
3. ALL STEEP LIGHTS SHALL HAVE A LED LIGHT SOURCE.
4. SEE SHEET C2.9 FOR ADDITIONAL INFORMATION REGARDING DRAINAGE PITS AND STRUCTURES.
5. ALL ADJUSTMENTS TO SANITARY SINKER HANDLES MUST BE IN ACCORDANCE WITH THE LATEST FEDERAL DESIGN REQUIREMENTS FOR THE SINKER HANDLES. THE SINKER HANDLES SHALL BE SUBJECT TO BE TESTING AT OWNERS DESIGN DISCRETION.



CITY OF DANBURY
ESTABLISHED 1783
05/07/21
CITY OF DANBURY
ADVISORY BOARD



A horizontal scale bar labeled "SCALE IN FEET" with markings at 0, 40, and 80.

AG NC:
C2.3

PLAN AND PROFILE SHEET (3 OF 3)

DATE	APRIL 2021	QUANT BY	AS SHOWN	CHECKED BY	183-091	NAME
PLAN AND PROFILE SHEET (3 of 3)						



File #: 21-02540

DATE: October 25, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

Consideration Of Procurement Award To Monitoring & Management Services, LLC Of Franklin, Tennessee In The Total Estimated Annual Amount Of \$84,420 For Sanitary Sewer Pretreatment Program Support Services (Including Fats, Oils & Grease (FOG) Program Support) Over Three-Year Initial Term Of Award For The Water Management Department (Purchasing Office Procurement Solicitation No. 2022-006; Contract No. 2021-0301).

PURPOSE:

The purpose of this procurement is to purchase sanitary sewer pretreatment program support services (including Fats, Oils & Grease (FOG) Program Support), for a term of award of three (3) years, with two (2) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total. The previous contract has expired and includes no more options to extend.

BACKGROUND/STAFF COMMENTS:

The referenced sanitary sewer pretreatment program support services are a necessary component of the Water Management Department's sanitary sewer pretreatment program which, in turn, is a necessary component of the department's compliance with Tennessee Department of Environment and Conservation rules and regulations on the subject. The Water Management Department has found it cost effective to outsource the referenced support services but now recommends the City gradually discontinue outsourcing most of them. Therefore, the City's 2021 Request for Proposals anticipated a declining volume of services to be rendered during the first three years of the term of award, with City labor gradually rendering more of the referenced support services and for the service provider gradually rendering fewer of the referenced support services, and a reduced scope of services to be rendered during the optional extensions to the term of award, if such options are exercised.

The City published on August 26, 2021 a Notice to Proposers in the *Williamson Herald* for sanitary sewer pretreatment program support services. In addition, solicitation documents were sent on or about the same date directly to 47 potential proposers known or thought to be interested in this solicitation. Proposals from one (1) service provider, from Monitoring & Management Services, LLC of Franklin, Tennessee was publicly opened at the submittal opening held on September 28, 2021. (For the record, in 2016, a representative of the Tennessee Association of Utility Districts, in

response to a then-recent inquiry from the City, indicated that TAUD is not aware of service providers in middle Tennessee other than the one that submitted a proposal, and, in 2021, a TAUD representative writes, "Pretreatment is a very particular field that not many individuals take part in.") A tabulation of the proposals received for this solicitation is attached.

Since the Monitoring & Management Services proposal was the only proposal received and therefore there is no other proposal with which to compare the Monitoring & Management Services proposal, and since Monitoring & Management Services is the incumbent service provider for the City, and since the City is satisfied with the quality of services rendered by that service provider, a perfect score has been assigned to the Monitoring & Management Services proposal, using evaluation criteria included in the request for proposals. The evaluation criteria included in the request for proposals consisted of (a) qualifications, capabilities and accessibility of the firm and service team that will be working with the City (30%), (b) fees applicable throughout the term of award, including any option to extend the term of award if exercised, with more points awarded to lower pricing (30%), (c) prior experience with local government (20%), (d) degree to which the proposal conveys an understanding of the City's needs; soundness of proposed methodology and approach; clarity of proposed pricing; clarity of payment timing; quality and timeliness of processing, reporting and online features (15%) and (e) intangibles, to include submittal quality (how clearly and thoroughly the respondent provided the information requested in the Request for Proposals, and how well the respondent followed the instructions accompanying the Request for Proposals) (5%).

FINANCIAL IMPACT:

The only proposal received, from Monitoring & Management Services, LLC of Franklin, Tennessee, is in the total estimated annual amount of \$84,420 for sanitary sewer pretreatment program support services over the three-year initial term of award. Fees for these services are to be allocated to the Water Management Department Water Reclamation budget for the fiscal year in which they are incurred.

RECOMMENDATION:

Staff recommends that the City accept, contingent upon Law Department and City Administrator approval of City Contract No. 2021-0301, the only proposal received, from Monitoring & Management Services, LLC of Franklin, Tennessee, in the total estimated annual amount of \$84,420 for sanitary sewer pretreatment program support services over three-year initial term of award, and award this procurement to this proposer. 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. 2021-0301 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 proposal from and award the procurement to Monitoring & Management Services, LLC.

Tabulation of Submittals*

Purchasing Office Solicitation No.:		2022-006 (sanitary sewer pretreatment program support services (including Fats, Oils & Grease (FOG) Program Support))							
Notice to proposers published in the <i>Williamson Herald</i> on:		8/26/21							
Number of potential proposers that were notified of / that submitted a proposal in response to this request for proposals:		47 / 1							
Date and time proposal due and publicly opened:		9/28/21 2:00 PM							
Present at opening of proposals:		Byron Ross of Monitoring & Management Services, LLC; and Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office							
Target meeting of BOMA at which recommendation is scheduled to be considered:		11/23/21							
Proposals received from:	Does the proposal include all required documents?	Does the proposal take any exceptions to the City's procurement solicitation? / If so, how many?	Points allocated (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Fats, Oils & Grease (FOG) Program Support Service subcategory:	Estimated quantities for three-year term of award:	Quoted unit pricing:	Estimated pricing for three-year term of award:	Payment terms:	Proposal is valid and may be accepted through:
Monitoring & Management Services, LLC	Yes	No	100.00					net 30 days	1/15/2022
Byron Ross, Owner 1812 Old Natchez Trace Franklin, TN 37069 615-218-8801 byron@mmsontheweb.com				Food Service Establishment (FSE) inspections	600 FSEs to be inspected (300 during the first year, 200 during the second year, 100 during the third year)	\$90.00	\$54,000.00		
				Noncompliance Notification (NCN) follow-up inspections	120 FSEs requiring an onsite response (40 per year)	\$90.00	\$10,800.00		
				Consultation as necessary, commercial pretreatment assistance, and special reports	180 hours (60 hours per year)	\$90.00	\$16,200.00		
				Web-based FOG tracking database hosted by proposer	36 months (12 months per year)	\$95.00	\$3,420.00		
				Total estimated FOG Program Support pricing for initial three-year term of award:			\$84,420.00		

*Shaded submittal is the recommended submittal



File #: 21-02531

DATE: October 21, 2021
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Planning Director
Andrew Orr, Long Range Planning Supervisor

SUBJECT:

Discussion Of Williamson County Growth Plan Update.
WS 5/11/21; 8/12/21; 10/12/21

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Urban Growth Boundary (UGB) Update.

BACKGROUND/STAFF COMMENTS:

In early 2021, the County engaged all of the municipalities in Williamson County and initiated an update to the Williamson County Growth Plan that was adopted in 2001. The City of Franklin formed an interdisciplinary internal working group to review the current UGB. A proposed working draft boundary was created by the staff using the criteria outlined by the state statute, such as the feasibility of providing city services and infrastructure, proximity to existing city limits, land suitability, and the likelihood of future growth and development over the next twenty years. The staff heavily weighed the ability to extend gravity sewer when formulating the working draft boundary and reviewed the UGB by drainage basin. The staff also examined needed roadway projects to accommodate future growth and development.

The staff is committed to public outreach and engagement to ensure property owners are aware of the update and can provide their input. Mailers were sent to 1,000 property owners in areas where changes could occur and a working draft was presented at community meetings on September 21st and September 22nd. Open office hours were also held on two different days and many citizens have called and emailed their requests. A short targeted survey was administered, the results of which are included in the attached presentation.

Overall, the staff proposed a reduction in certain parts of the UGB based upon sewer availability, the existing and proposed street network, potential future land uses, development patterns, and community outreach. The staff is recommending an expansion of the UGB in the Goose Creek area due to the ability to extend sewer, the recent annexation of over 800 acres outside of the UGB, and the increasing growth and development pressure.

At the October 12, 2021 BOMA work session, staff received feedback from the aldermen that primarily directed staff to keep certain areas in the UGB, rather than reduce parts of it. Staff has drafted a newly revised map in response to this feedback.

The staff is seeking continued input on the working draft boundary and will continue to make refinements, as needed. The staff is also working to fulfill its reporting obligations and will make information available upon completion.

FINANCIAL IMPACT:

Unknown.

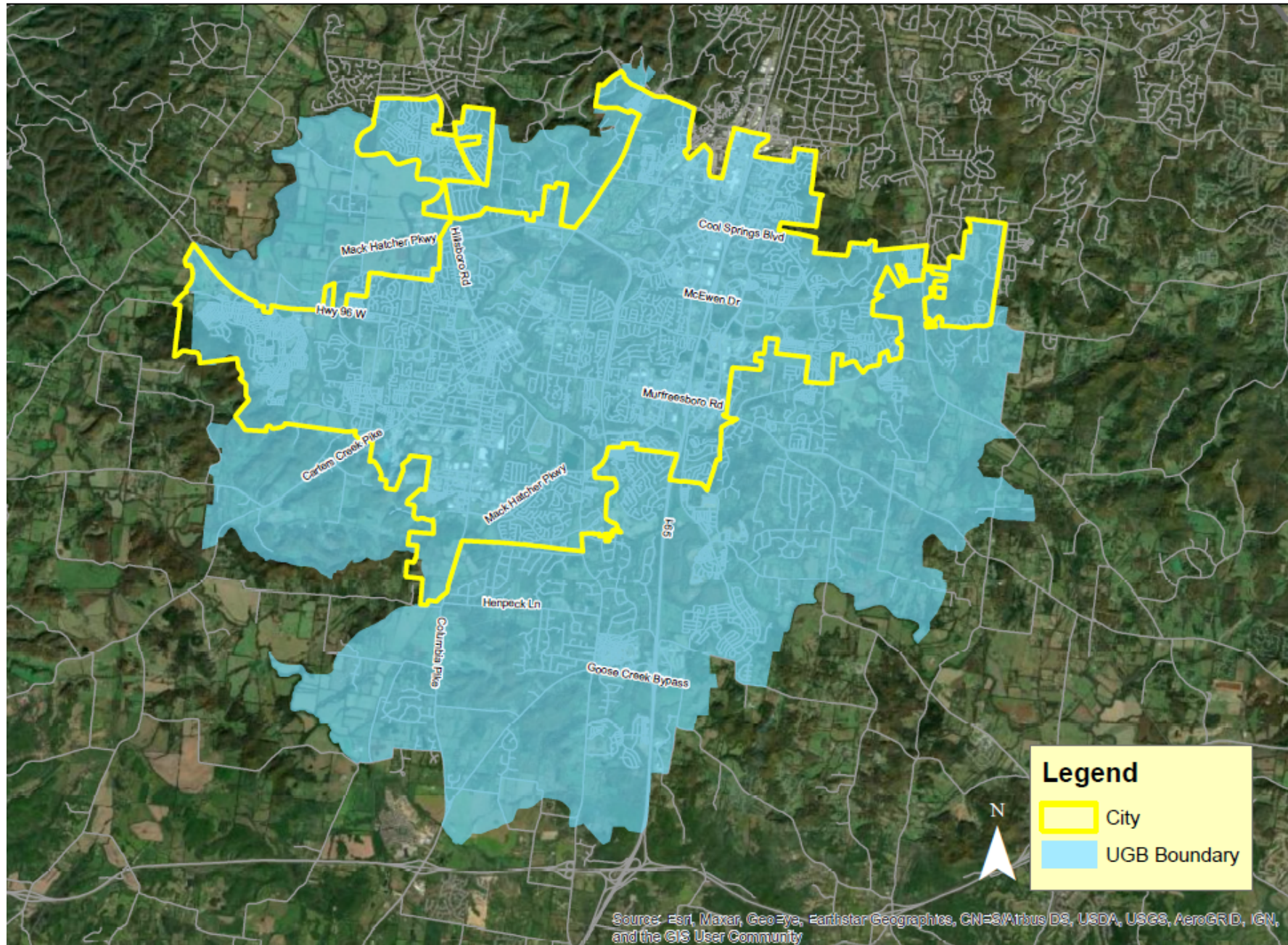
RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the Williamson County Growth Plan Update.

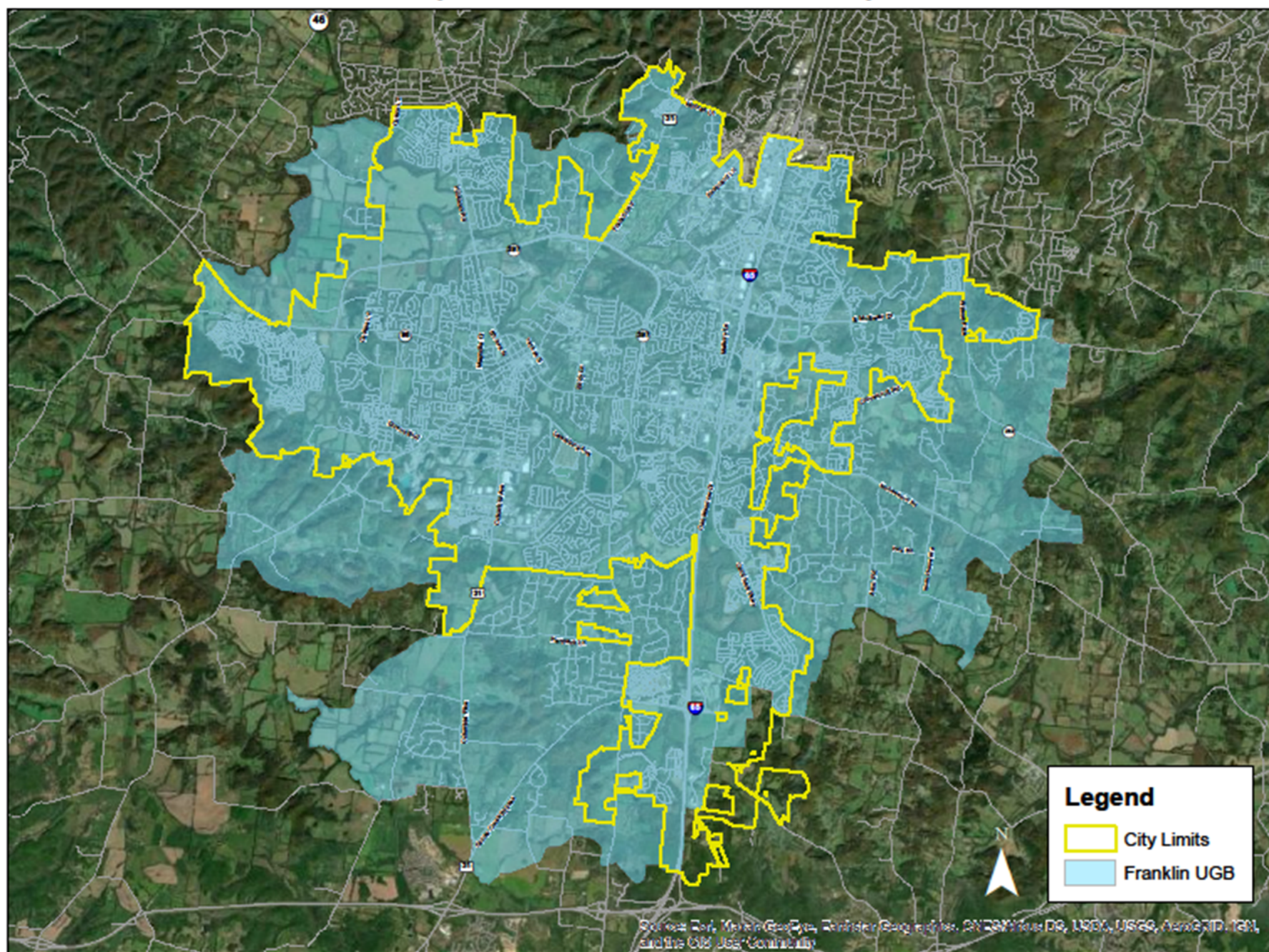
WILLIAMSON COUNTY GROWTH PLAN UPDATE

City of Franklin Urban Growth Boundary Update
November 9, 2021 BOMA Work Session

2004 City Limits and UGB



City Limits and Urban Growth Boundary



POPULATION & ACREAGE CHANGES OVER TIME (FROM 2000)

RESIDENTIAL AND NONRESIDENTIAL ACREAGE AND PROJECTED NEEDS					
BASED ON PROJECTED POPULATION					
From CY 2000					
<u>Year</u>	<u>Type</u>	<u>Population</u>	<u>Residential Acres</u>	<u>Commercial/Industrial Acres*</u>	<u>Total Acres</u>
1990	Census	20,098	2,396	1,008	3,404
2000	Est.	42,100	4,162	1,858	6,020
2010	Proj.	60,000	6,018	2,782	8,800
2020	Proj.	78,000	7,755	3,668	11,423
2020 Actual	Census	83,454	8,376	3,292	11,668
Note: * Excludes public and recreational land uses.					
Sources: U.S. Bureau of the Census, 1990, 2020. Franklin Planning Department, Franklin, TN 2000 and 2020					

POPULATION PROJECTIONS

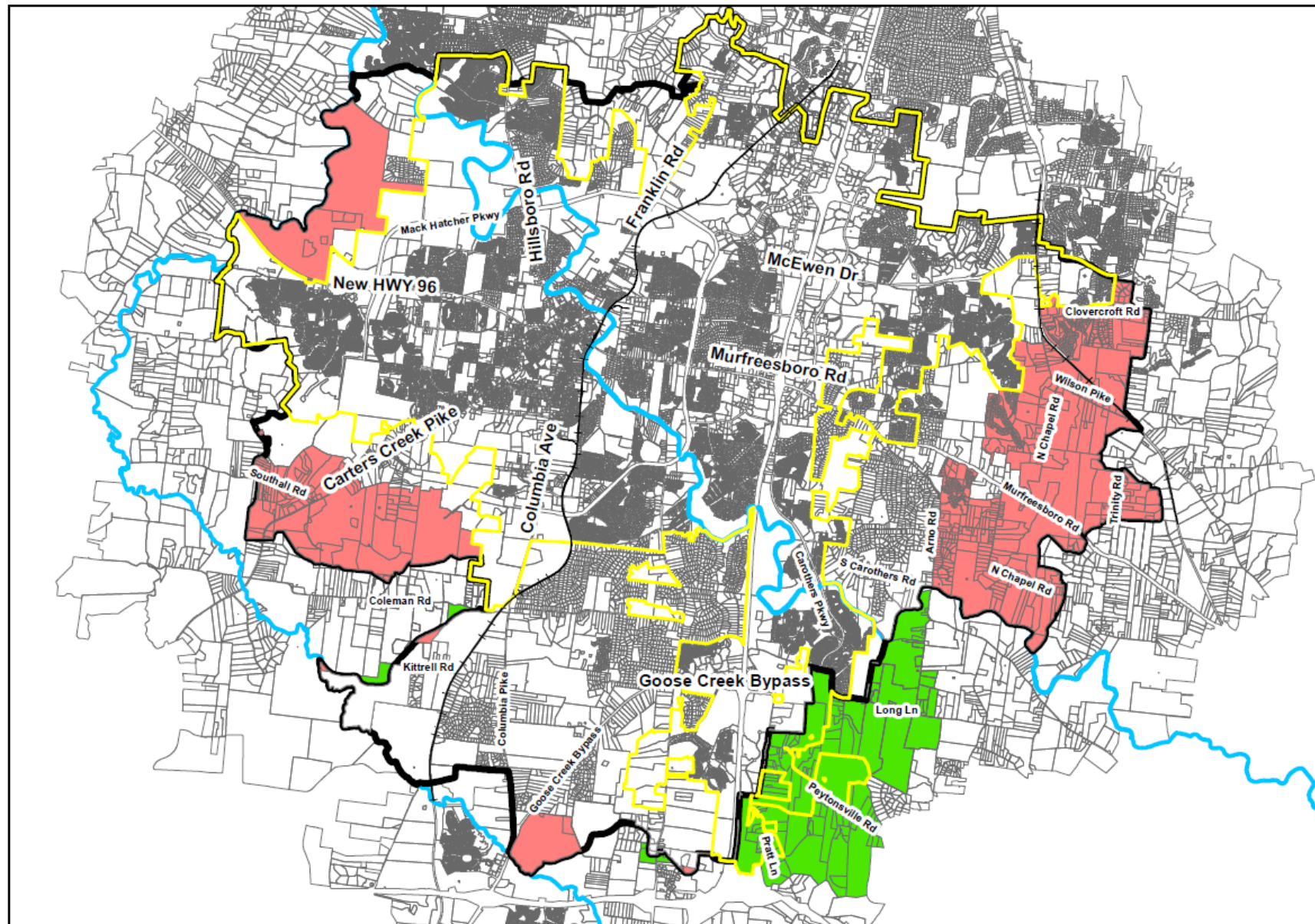
University of TN- County Projections

Year	Williamson County Projection	Franklin Projection	Percentage
2018	231,729	79,608	34.35%
2020	244,052	83,832	34.35%
2030	304,687	104,660	34.35%
2040	361,562	124,197	34.35%

City Staff Projections

Year	Franklin's Population Projection
2020	83,852
2030	105,032
2040	126,212

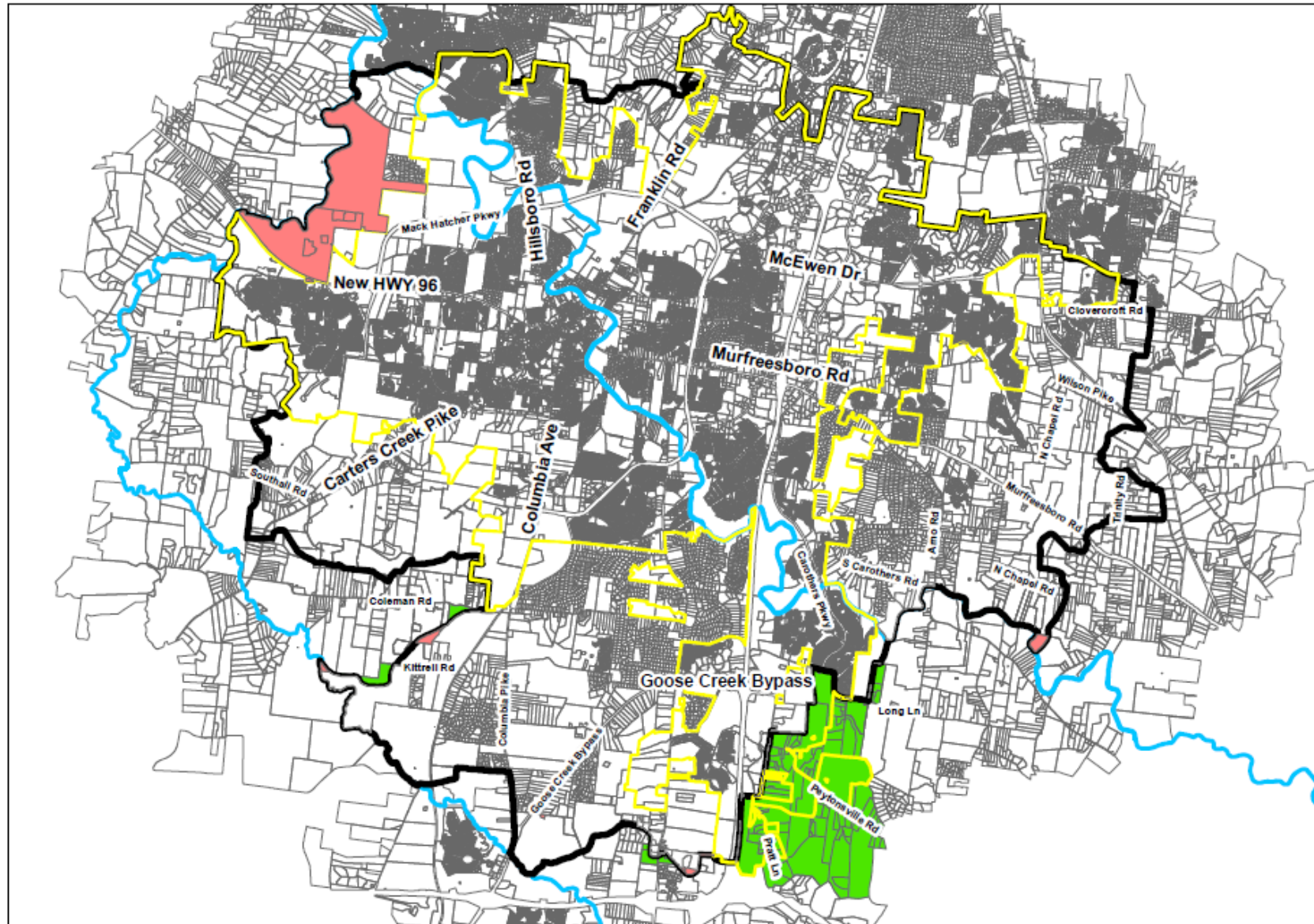
Urban Growth Boundary Working Draft 9/21/2021



Legend

- Current Franklin UGB
- Parcels
- Railroad Centerline
- Harpeth River
- Recommended to be Added to UGB
- Recommended to be Removed from UGB
- City Limits

Urban Growth Boundary Working Draft 10/21/2021



Legend

-  Current Franklin UGB
-  Parcels
-  Railroad Centerline
-  Harpeth River
-  Recommended to be Added to UGB
-  Recommended to be Removed from UGB
-  City Limits

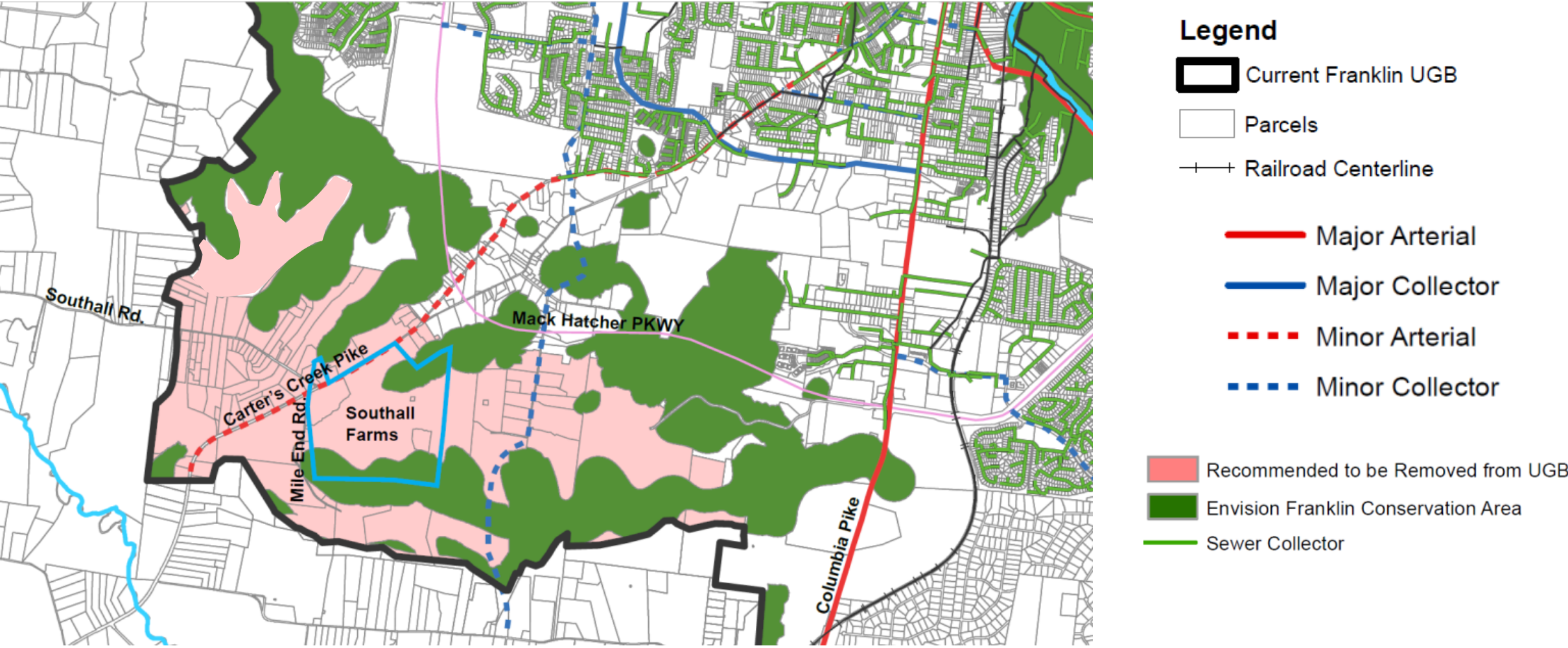
Existing City Limits = 27,981 acres

Existing UGB = 48,217 acres

Red area = 1,013 acres

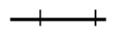
Green area = 2,173 acres

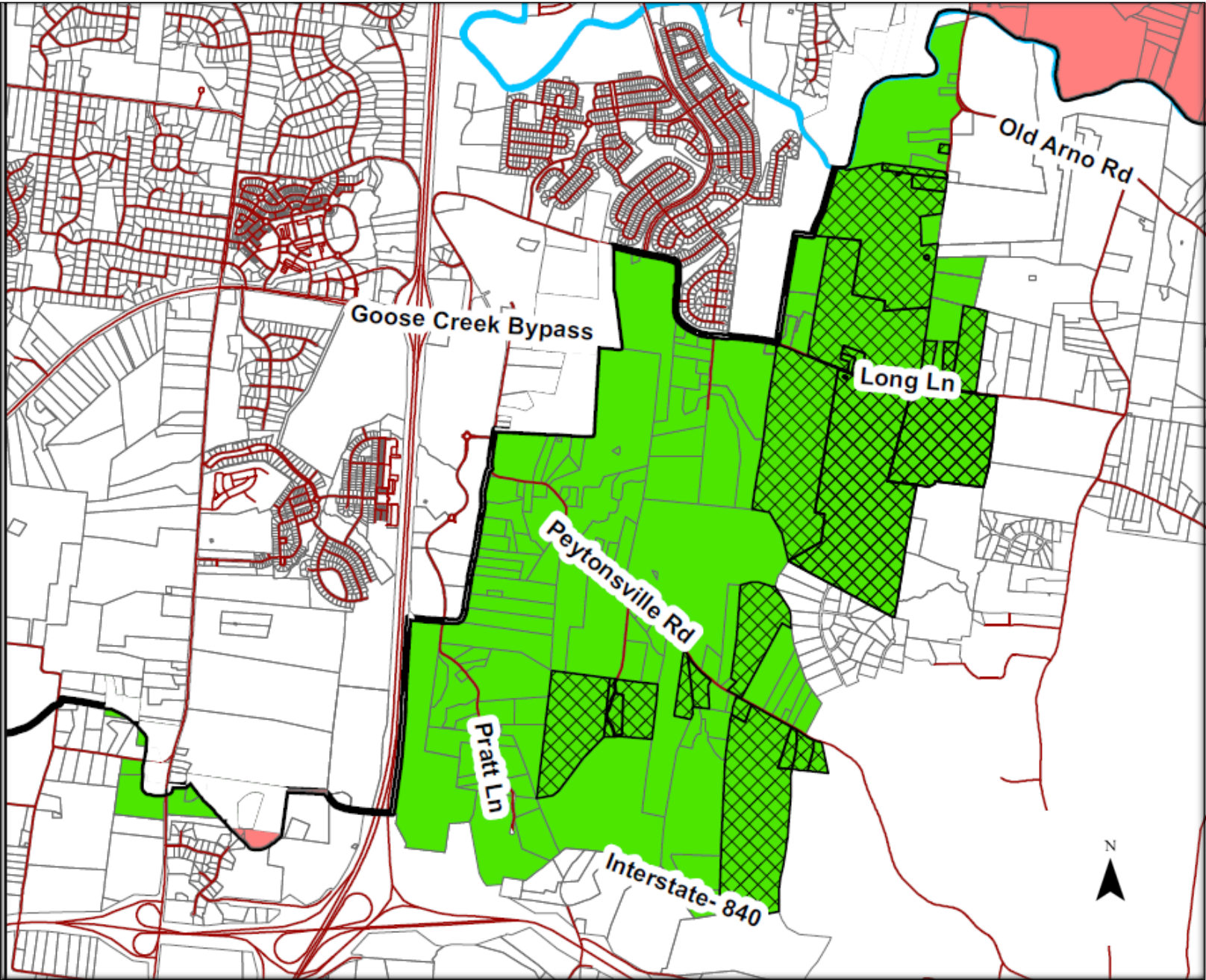
Southwest Basin 4 Carters Creek Pike and Southall Road



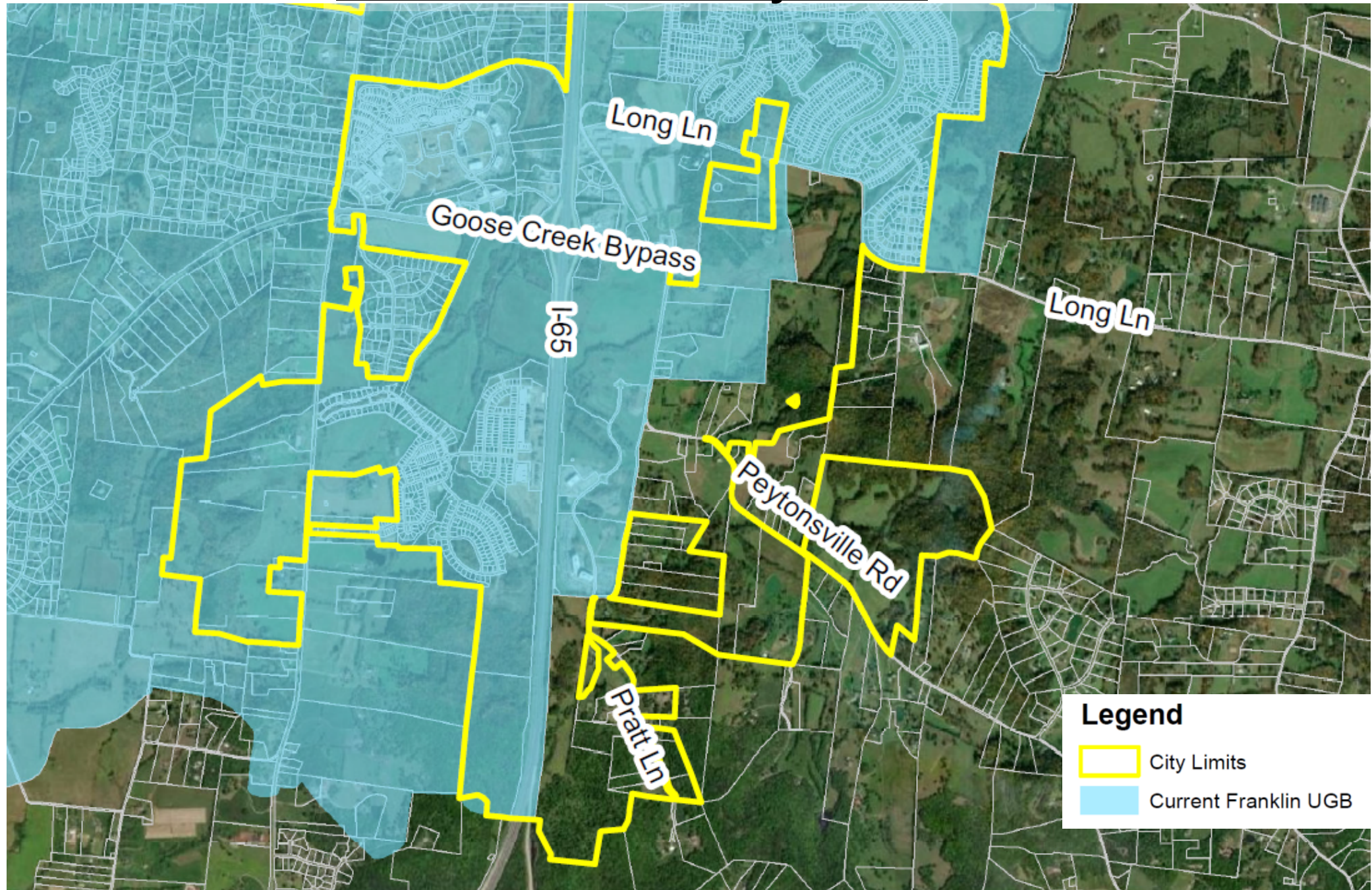
Goose Creek Area

Legend

-  Current Franklin UGB
-  Parcels
-  Railroad Centerline
-  Harpeth River
-  Recommended to be Added to UGB
-  Recommended to be Removed from UGB
-  Requested to be Removed from Potential UGB Boundary



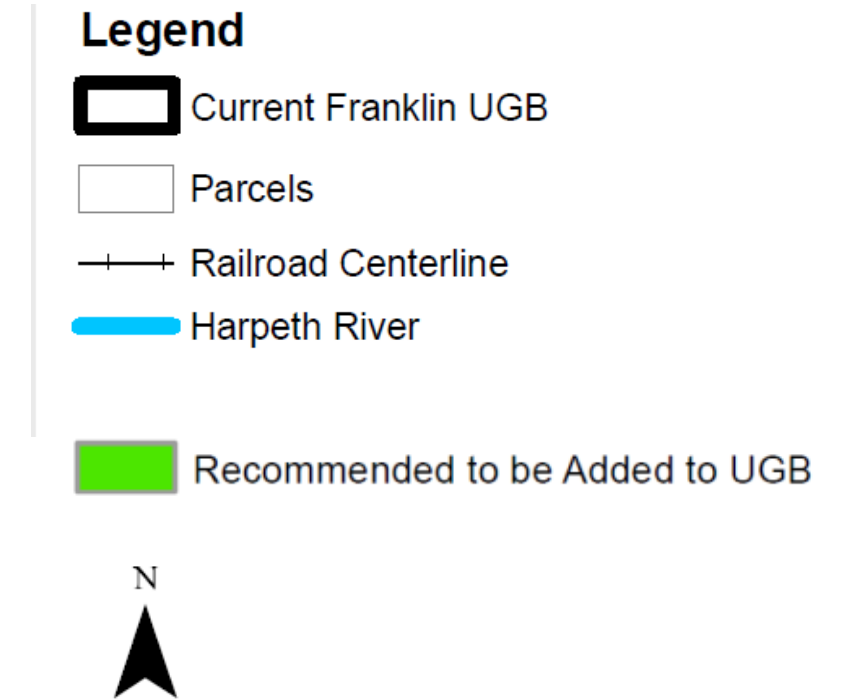
Goose Creek Area City Limits



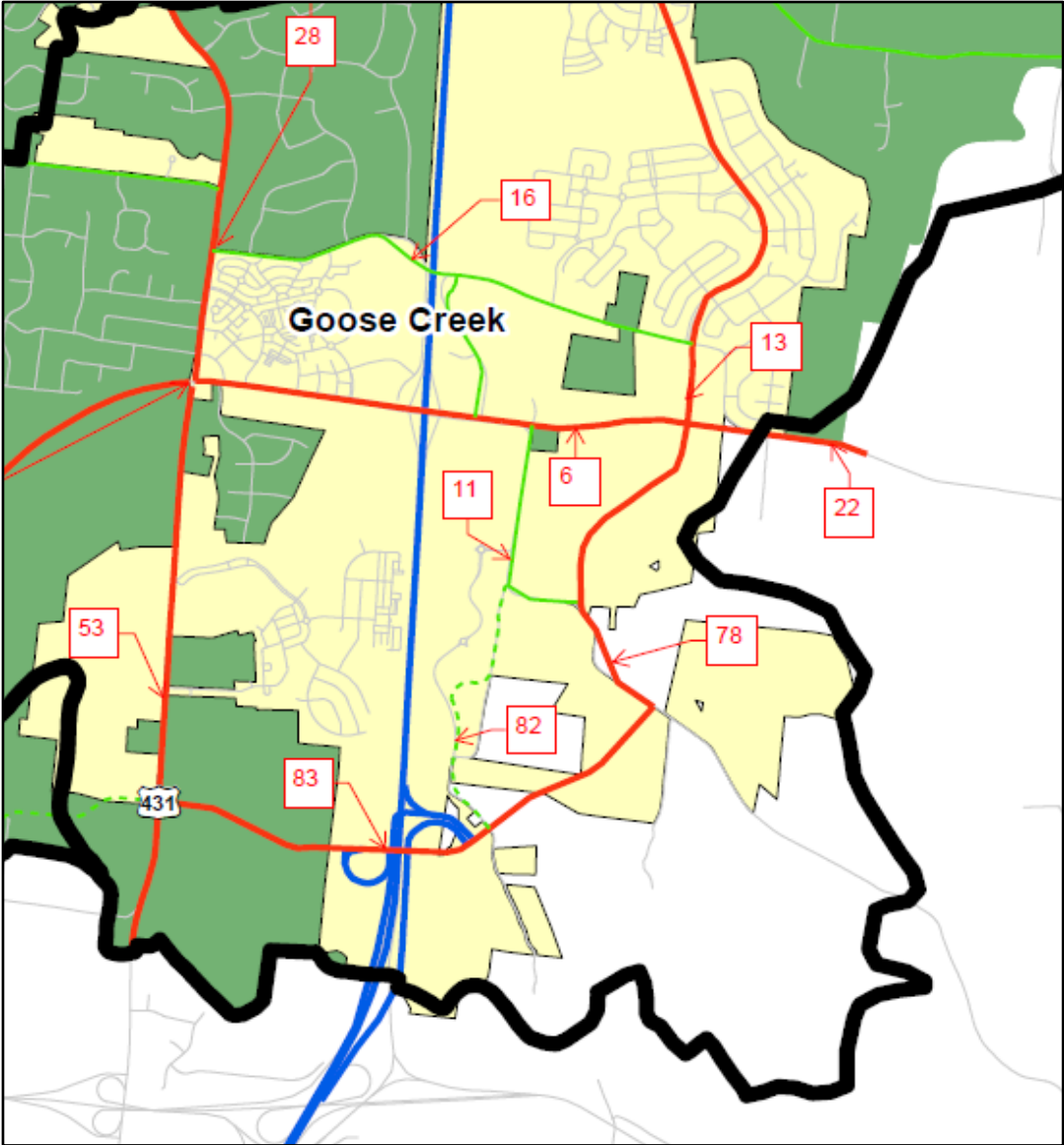
Legend

-  Current Franklin UGB
-  Parcels
-  Railroad Centerline
-  Harpeth River
-  Recommended to be Added to UGB

N



Transportation Improvements



Goose Creek Basin Area			
Connect Franklin Projects			
Connect Franklin Project #	Project Name	Estimated Cost from MTP	Est. Cost w/ 20% contingency
6	Goose Creek Bypass (SR-248) Extension	\$16,587,648	\$20,000,000.00
11	Peytonsville Road	\$19,846,377	\$23,900,000.00
13	Carothers Parkway	\$7,857,037	\$9,500,000.00
16	Long Lane Overpass	\$30,621,205	\$36,800,000.00
22	Goose Creek Bypass (SR-248) Extension	\$7,360,000	\$9,200,000.00
82	Pratt Lane Improvements	\$6,423,919	\$7,800,000.00
83	I-65 Interchange Connector Road	\$43,025,606	\$51,700,000.00
78	Carothers Parkway (South Extension)	\$32,201,242	\$38,700,000.00
	Total Cost =	\$163,923,034	\$197,600,000.00

DISCUSSION

Staff would like BOMA's feedback and discussion tonight:

1. Do you support **keeping** or **removing** the Carters Creek Pike and Southall Road areas in the UGB?
2. Do you support adding the proposed Goose Creek area as shown?
3. Do you have concerns about other areas of proposed changes on the draft UGB map?
4. Any additional comments