

**ORDINANCE 2016-001**

**TO BE ENTITLED, “AN ORDINANCE APPROVING A SPECIAL PERMIT FOR CUL2VATE FOR THE PURPOSE OF OPERATING AN AGRICUTLURAL USE ON 1.21 ACRES, LOCATED AT 215 GRANBURY STREET.”**

**WHEREAS**, pursuant to the City of Franklin, Tennessee, Zoning Ordinance Section 4.4, *Special Permits*, Special Permit uses are those uses having some special impact or uniqueness that require a careful review of their location, design, configuration and special impact to determine, against fixed standards, the desirability of permitting their establishment on a given site; and

**WHEREAS**, Special Uses are those uses that are listed as permitted uses within a Zoning District and restricted to Planned Unit Developments (PUD) but may be appropriate in a particular location depending on weighing, in each case, the public need and benefit against the local impact and effect; and

**WHEREAS**, Special Permits may be applied for in lieu of an application for a Planned Unit Development (PUD) for those uses which are only otherwise permitted in a PUD; and

**WHEREAS**, Agriculture uses, as defined in the Zoning Ordinance, are permitted within the Civic and Institutional Zoning District as a component of an approved Planned Unit Development; and

**WHEREAS**, pursuant to Section 4.4 of the Franklin Zoning Ordinance, Cul2vate (Applicant) by and through its Executive Director, Joey Lankford, has petitioned the City of Franklin, Tennessee, to grant a Special Permit to allow the operation of an Agricultural use for a community garden on property containing 1.21 acres located at 215 Granbury Street, zoned Civic and Institutional; and

**WHEREAS**, the Applicant has submitted a lease agreement for use of the property and is attached hereto as Exhibit A; and

**WHEREAS**, an Owner Affidavit has been submitted to the City and is attached hereto as Exhibit B; and

**WHEREAS**, pursuant to Subsection 4.4.5, *Standards for Special Permits*, of the Franklin Zoning Ordinance, a Special Permit may not be recommended by the Franklin Municipal Planning Commission (FMPC) or granted by the Board of Mayor and Aldermen (BOMA) unless the Applicant establishes that they have met the standards specified in the aforementioned Subsection; and

**WHEREAS**, pursuant to Subsection 4.4.7, *Conditions; Periodic Review; Term*, of the Franklin Zoning Ordinance, in order to prevent or minimize substantial or undue adverse effects upon public facilities and services and upon neighboring and adjacent properties and improvements, the FMPC may recommend, and the BOMA may impose, conditions and limitations upon the premises benefited by a Special Permit as part of the Ordinance granting a Special Permit; and

**WHEREAS**, the FMPC has recommended approval of the Special Permit, with conditions, to the BOMA after consideration of the evidence submitted by the Applicant and determination that the Standards for Special Permits specified in Subsection 4.4.5 of the Franklin Zoning Ordinance have been met.

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

**SECTION I.** The BOMA hereby concurs with the findings and recommendations of the FMPC and, pursuant to the provisions of Section 4.4 of the Franklin Zoning Ordinance, a Special Permit is hereby granted to Joey Lankford to operate an Agricultural use for a community garden on 1.21 acres, located at 215 Granbury Street (Site), subject to the following conditions:

1. The Site shall only be allowed to be utilized for the growing and harvesting of vegetables, fruits, and plants and all other related activities, as described in the letter attached. No other additional agricultural use shall be permitted on the Site. Hours shall be set at the times listed within the Letter from the Applicant;
2. The Applicant shall follow the procedures for construction within the Franklin Zoning Ordinance;
3. The orientation shown by the Applicant on the attached plan (Exhibit C) shall be the approved design of the Site. If revisions are to be requested, those revisions shall come back before the Planning and Sustainability Department for review and approval;
4. The Site shall maintain the existing screening that exists adjacent to any residential property. Small-scale pruning of trees or limb removal will be permitted, but the removal of trees in those areas shall to be approved by either the Planning and Sustainability Department or the City Arborist;
5. The Site shall have operating hours of 8:00 a.m. to 5:00 p.m. in the summer months and 9:00 a.m. to 1:00p.m in the winter months;
6. The Applicant shall be required to install a sidewalk along Academy Street and pay fees in lieu for a sidewalk along Granbury Street;
7. Parking requirements may be met off-site, and parking has been granted by Williamson County at their adjoining property across the street, as defined in the attached agreement (Exhibit D). Should this parking agreement become void, on-site parking will be required;
8. The Special Permit shall follow the approval route specified in the Franklin Zoning Ordinance. No other public notice or review procedures will apply with this submittal;
9. The special permit shall have no set expiration date unless revoked by the Building and Neighborhood Services Department or adjusted and superseded by any additional changes by the Applicant or owner of the property; and
10. The Applicant shall comply with all other applicable City of Franklin Ordinances and Standards including, but not limited to, Section 4.4 of the Franklin Zoning Ordinance entitled Special Permits.

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

**ATTEST:**

**CITY OF FRANKLIN, TENNESSEE:**

By: \_\_\_\_\_  
**Eric Stuckey**  
City Administrator/Recorder  
Approved as to form by:

By: \_\_\_\_\_  
**Dr. Ken Moore**  
Mayor

\_\_\_\_\_  
Shauna R. Billingsley  
City Attorney

PLANNING COMMISSION RECOMMENDED:

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PASSED FIRST READING:

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PUBLIC HEARING HELD:

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PASSED SECOND READING:

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PASSED THIRD READING:

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February 2, 2016

Amy Diaz-Barriga  
City of Franklin Planning and Sustainability Dept.  
109 3<sup>rd</sup> Avenue South  
Franklin, Tn. 37064

Dear Amy,

I am writing this letter to respectfully request a Special Permit for the property located at 1306 Academy Drive. The property is zoned Civic & Industrial District and consists of 1.21 acres. The property is owned by the county but was offered to the Boys and Girls Club as a site to continue their efforts within the community. The Boys and Girls club has recently agreed to do an assignment of lease on the property to Cul2vate/One Gen Away, for the purpose of engaging the community with nutritious food and base-skills training.

Cul2vate/One Gen Away is requesting a Special Permit in order to place three 100 ft. X 25 ft. greenhouses and one 12' x 20' outbuilding on the back of the property. We will leverage these structures in conjunction with seasonal outdoor gardens to push 20,000 pounds of nutritional, locally grown produce into the community annually. This platform will also be used as a job-creation and skills-training conduit for those in the community who work alongside us the production of the vegetables.

Per the requirement set forth in Section 4.4.5 of the FZO, an applicant requesting Special Permit is required to demonstrate that the following criteria are met:

a) **Plan Purposes:**

The property at 1306 Academy Drive is zoned Civic & Industrial District and a request for agricultural use would be allowed under this zoning. Cul2vate will utilize property to grow seasonal outdoor gardens and vegetables under-protection 10 months annually using greenhouses. This requested use will engage the community by providing accessibility options for nutritious food at an affordable price-point currently not available to them. Fifty percent of vegetables cultivated would be distributed through One-Gen Away to those with acute hunger needs in our community. **Staff (Cul2vators)** would sell the other 50% of the vegetables to the surrounding community providing a "wage for work" opportunity, while they receive base-skills training for employment. **Nutritional produce would be offered onsite** for sale to local community in an attempt to address current accessibility challenges by providing a conduit for delivery. Cul2vators will be selected from the local community and within walking distance of property. There will be 5 Cul2vators within the program during hours of operation. **Operating hours** will be seasonal and will match the operating hours of the Academy Community Center, which has given access to parking and bathroom facilities. The summer hours are 8:00 – 5:00 and the winter hours are 9:00 – 1:00. **Personal vehicles** will be used to distribute produce and will not require additional loading/unloading space. Other than a tractor and tiller for outdoor gardens once annually, no other heavy equipment will be used on

site. There will also be no storage of dirt or mulch on the property. All **trash (minimal)** will be collected in 50-gallon bins and hauled off as needed. Contact will be made with available City services to see what alternate options for trash collection might be available once we start.

**b) No Undue Adverse Impact**

This platform will not have a substantial or undue adverse effect on the surrounding neighborhoods, the character of the area, public health, safety or general welfare. The property is buffered on 3 – 4 sides by dense tree cover and is only visible from approximately 170 ft. of road frontage on Academy Drive.

**c) No Interference with Surrounding Development**

The proposed use of this property will not interfere with the use and development of neighboring property in accordance with the applicable district regulations. Academy Drive borders east side of property and Granbury Drive borders the North Side. Property touches 4 residential lots located off of Everbright Avenue and 1 residential lot located off of Academy Drive on the south side. The west is adjacent to Johnson Ctr Housing. Proposed use will be in line with and will positively affect surrounding areas.

**d) Adequate Public Facilities**

The location is in an established area presently served by public utilities and services. Participant farmers will be able use the facilities at the Academy building during normal business hours. . **Operating hours** will be seasonal and will match/correspond with the operating hours of the Academy Community Center, which are 8:00 – 5:00 in the summer and 9:00 – 1:00 in the winter. The site is covered by police and within adequate distance of a fire hydrant. Proposed use will be set up and used primarily by staff who will live within walking distance of site. Proposed use will not place any undue strain on water, sewer, police, fire, or refuse disposal. No existing sidewalks exist on either side of street on Academy. No sidewalk on property side of street on Granbury but opposite side of street sidewalk is available on Granbury.

**e) No Traffic Congestion**

Proposed use of property will not affect residential streets. The streets adjacent to property are more than adequate to handle any traffic associated with this platform. Most people visiting property will be walking from their residence as accessibility is one of the primary reasons for this requested use. Authorization for parking the minimal cars that visit has been granted at Academy Community Building.

**f) No Destruction to Significant Features**

The property is currently vacant with no existing structures. Proposed greenhouses and outdoor gardens will not cause destruction, loss or damage of natural, scenic or historic features of significant importance. We will maintain the property in a manner that

reflects our commitment to supporting and promoting the beauty of the area and the philosophies of the city of Franklin.

**g) Compliance with Standards**

Agricultural use is allowed with approved Special Use permit.

Sincerely,

A handwritten signature in black ink, appearing to read "Joey", written in a cursive style.

Joey Lankford

**ASSIGNMENT OF  
LEASE AGREEMENT FOR VACANT PROPERTY**

This ASSIGNMENT for use of a vacant parcel (this "Assignment") is made and entered into as of this 25<sup>th</sup> day of November 2015 by and between WILLIAMSON COUNTY, TENNESSEE (referred hereafter as "Owner"), BOYS AND GIRLS CLUB (referred hereafter as "Assignor"), and ONE GENERATION AWAY, and CUL2VATE (jointly referred hereafter as "Assignee").

**WITNESSETH**

WHEREAS, Owner and Assignor entered into a long term lease agreement ("Lease Agreement") for 1.25 acres of vacant parcel located at the corner of Granbury and Academy Streets, Franklin, Tennessee and described as Tax Map 78J, Group B, Parcel 24 (referred hereafter as the "Property");

WHEREAS, the Assignor has agreed to assign its rights and duties in the Property subject to the terms of the lease agreement;

WHEREAS, Assignor and Assignee have further agreed that Assignee shall expressly assume all of the obligations of Assignor arising under the Lease Agreement; and

WHEREAS, unless otherwise noted, capitalized terms that are undefined herein have the meanings assigned to them in the Lease Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, Assignor and Assignee hereby agree as follows:

1. Effective as of the execution of this Assignment, Assignor hereby transfers, assigns and sets over to Assignee, its successors, and assigns all of its right, title and interest in and to the Lease Agreement, and all of its duties and obligations thereunder, and Assignee hereby acquires and assumes all of Assignor's rights, title, interest, duties, and obligations in, to, and under the Lease Agreement.

2. The Assignee hereby accepts such assignment of rights and delegation of duties and agrees to pay all rents promptly when due and perform all of Assignor's obligations under the Lease accruing on and after the Effective Date. The Assignee further agrees to indemnify and hold the Assignor harmless from any breach of Assignee's duties hereunder for the term of this Assignment.

3. The Assignor agrees to transfer possession of the Property to the Assignee on the Effective Date. All rents and obligations of the Assignor under the Lease accruing before the Effective Date shall have been paid or discharged. The Owner hereby assents to the assignment

of the Lease hereunder and as of the Effective Date hereby releases and discharges the Assignor from all duties and obligations under the Lease Agreement accruing after the effective date of this Assignment for the entire term of this Assignment. There shall be no further assignment of the Lease without the written consent of the Landlord.

4. This Assignment shall be effective for the entire term of the Lease Agreement or upon termination as provided in this Assignment.

5. This Assignment shall be governed by and construed in accordance with internal laws of the State of Tennessee without reference to the conflicts of laws or choice of law provisions thereof.

6. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

7. This Assignment may be executed in one or more counterparts, each of which shall constitute an original, and all of which, taken together, shall constitute but one and the same document.

8. This Assignment may be terminated with 30 days written notice to Assignee signed by the Owner and Assignor.

IN WITNESS WHEREOF, Assignor and Assignee have each caused this Assignment to be executed by its duly authorized signatory as of the day and year first above written.

ASSIGNOR:

**BOYS AND GIRLS CLUB**

By: [Signature]  
Name: Dennis Carothers  
Title: Area Director

[Signature]  
Rogers C. Anderson  
Williamson County Mayor

ASSIGNEE:

**ONE GENERATION AWAY**

By: [Signature]  
Name: One Generation Away  
Title: Founder/Director

**CUL2VATE**

By: [Signature]  
Name: Monty Jay Lantieri #  
Title: Executive Director



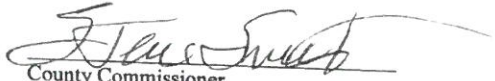
9/28/15  
11:00 a.m.

Resolution No. 10-15-18  
Requested by the County Mayor's Office

**RESOLUTION AUTHORIZING THE WILLIAMSON COUNTY MAYOR TO APPROVE AN ASSIGNMENT TO A LEASE AGREEMENT FOR PROPERTY OWNED BY WILLIAMSON COUNTY AND LOCATED AT THE CORNER OF GRANBURY AND ACADEMY STREETS**

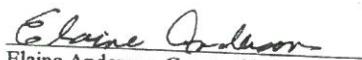
- WHEREAS, Williamson County owns approximately 1.25 acres vacant property located at the corner of Granbury and Academy Streets ("Property"); and
- WHEREAS, the Boys and Girls Club is leasing the Property from Williamson County; and
- WHEREAS, One Generation Away is currently leasing vacant property from the County for the purpose of creating a community garden; and
- WHEREAS, One Generation Away in conjunction with Cul2Vate desire to expand the community gardening program and have requested use of the Property for this purpose; and
- WHEREAS, to permit One Generation Away and Cul2Vate to expand the community gardening program an assignment is needed which will subject them to the rights and obligations of the lease agreement; and
- WHEREAS, the Boys and Girls Club have no short term plans for use of the Property and have agreed to assign its rights to use the property subject to the approval of the Board of Commissioners:

NOW, THEREFORE, BE IT RESOLVED, that the Williamson County Board of Commissioners, meeting in regular session, this 12<sup>th</sup> day of October, 2015, hereby authorizes the Williamson County Mayor to approve the assignment of the lease agreement and to execute all other documentation needed to assign the Boys and Girls Club rights in the Lease agreement to One Generation Away and Cul2Vate.

  
County Commissioner

COMMITTEES REFERRED TO & ACTION TAKEN:

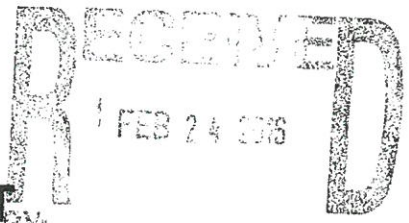
Property Committee	For <u>5</u>	Against <u>0</u>		
Budget Committee	For <u>5</u>	Against <u>0</u>		
Commission Action Taken	For <u>22</u>	Against <u>0</u>	Pass <u>    </u>	Out <u>    </u>

  
Elaine Anderson, County Clerk

  
Jack Walton - Commission Chairman

  
Rogers C. Anderson - County Mayor

10/16/15  
Date



# OWNER AFFIDAVIT City of Franklin, Tennessee

We/I \_\_\_\_\_ Christopher T Whitney/ One Generation Away

(Please print Name/Names in Full)

being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the property described as:

One Generation Away 46-2741214

(Property Parcel/Tax ID Number)

and located at:

1715 Columbia Ave., Suite 300, Franklin, TN 37064

(Street Address)

am fully aware of the request for development approval in the City of Franklin, Tennessee. Furthermore, (I)/ (we) hereby appoint

Joey Lankford/Cul2vate

(Please print

Name/Names in Full)

to act as my/our authorized agent on my/our behalf on all matters pertaining to the processing and obtaining the application with the exception of legal documents for recording purposes.

*Ch. T. Whitney*  
Signature

1715 Columbia Ave., Suite 300  
Property Owner Mailing Address  
Franklin, TN 37064  
City, State & Zip

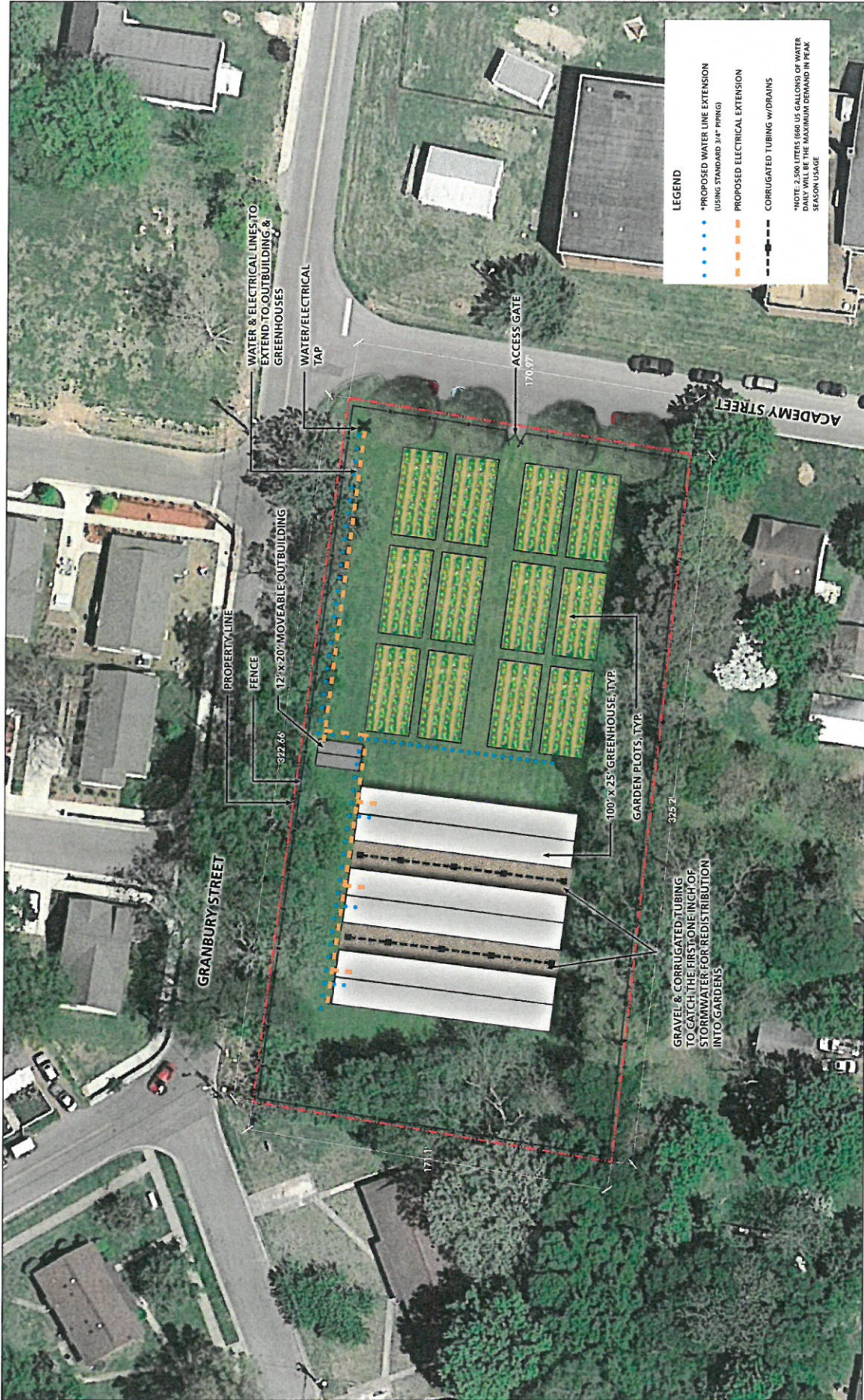
Subscribed and sworn to before me this

24 day of February 2016

*Vicki L Parr*  
Notary Public

My Commission Expires: 3/21/16





Parcel: #078J B 02400  
 Address: 215 Granbury Street  
 Site Area: +/- 1.21 AC  
 Zoning: Civic & Institutional District



**Rogers C. Anderson**  
Williamson County Mayor



## WILLIAMSON COUNTY GOVERNMENT

January 8, 2016

Mr. Chris Whitney  
One Generation Away  
1715 Columbia Avenue Suite 300  
Franklin, TN 37064

Dear Mr. Whitney:  
Drive

Re: Community Garden-1306 Academy

As you requested, Williamson County agrees that the parking lot at the Academy Gym, located at 120 Everbright Street is available to use for parking for the volunteers at the Community Garden. Additionally, when there is a scheduled activity in the gym personnel will be present and the facility will be open. During those times, volunteers may come in to use the restroom facilities.

If you need any additional information, please feel free to contact my office.

Sincerely,

Rogers C. Anderson  
Williamson County Mayor

RCA/lw  
cc: Gordon Hampton, Director of Parks and Recreation



**EXHIBIT D**