



City of Franklin

109 3rd Ave S
Franklin, TN 37064
(615)791-3217

Meeting Agenda

Work Session

Tuesday, November 11, 2014

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [14-572](#) Consideration of Event Permit Application for the Kiwanis Christmas Parade on December 6, 2014. (11/12/14 WS)

Sponsors: Deb Faulkner
Attachments: [Christmas Parade APP REVISED 2014.pdf](#)
2. [14-574](#) Consideration of Event Permit for Dickens of a Christmas sponsored by the Heritage Foundation on December 13 - 14, 2014 (11/12/14 WS)

Sponsors: Deb Faulkner
Attachments: [Dickens 2014 Event App.pdf](#)
- 3.* [14-573](#) Consideration of Event Permit for Pilgrimage Festival at The Park at Harlinsdale Farm on September 26-27, 2015

Sponsors: Lisa Clayton
Attachments: [Pilgrimage Permit Application 11.11.2014.pdf](#)
4. [14-591](#) Consideration of Lease Agreement between the City of Franklin and the Friends of Franklin Parks, LLC for the Multi-purpose Equestrian Arena at Harlinsdale Farm (COF Contract #2014-0281) (11/12/14 WS)

Sponsors: Lisa Clayton
Attachments: [FOFP proposed lease.docx](#)
[PROPOSED 3 YEAR BUDGET FOR FOFP11514.pdf](#)
[Business Plan amy final.pdf](#)
[Harlinsdale Farms Equestrian Arena Concept Plan Exhibit 13-06-14.pdf](#)
[Historic Concepts Harlinsdale Farm Rendering.jpg](#)
[Contract 2014-0281 Friends of Franklin Parks Lease Agreement SIGNED.pdf](#)

5. [14-590](#) Presentation of Harpeth River Navigation Project
- Sponsors: Lisa Clayton
- Attachments: [HarpethMileMarkersHalfMile.pdf](#)
6. [14-569](#) Presentation of FranklinForward Strategic Plan and Benchmarking Progress Update
- Sponsors: Michael Walters Young
- Attachments: [FranklinForward Strategic Plan & Benchmarking Progress Update](#)
 [FranklinForwardProgressUpdate-111114-BOMA](#)
 [Sample Benchmarking Demonstration - Budget - BNS](#)
 [Sample FranklinForward Sub-Theme Scorecard](#)
- 7.* [14-313](#) Consideration of Resolution 2014-66, A Resolution Approving The (A) Amendment And Restatement Of The City Of Franklin's Series 101-A-1 Loan Agreement With The Public Building Authority Of The City Of Franklin, Tennessee (B) Directing The Conversion Of The Interest Rate On The Related Local Government Public Improvement Bonds, Series 101-A-1 To An Index Or Bank Rate; (C) Authorizing The Execution And Delivery Of Agreements In Connection Therewith; And (D) Authorizing The Novation Of An Interest Rate Swap Agreement Relating To The Series 101-A-1 Bonds And Loan Agreement And The Execution And Delivery Of All Documents Relating To Such Novated Swap Agreement. (9/23/14 ws)
- Sponsors: Russ Truell
- Attachments: [City of Franklin - SWAP Novation](#)
 [Amended and Restated Franklin PBA 2007 101-A-1 Loan Agreement 11.4.14](#)
 [Franklin 101-A-1Second Supplemental Indenture 11.4.14](#)
 [07 Franklin 101-A-1 Conversion and Novation Resolution \(4\).doc](#)
8. [14-390](#) Consideration of Replacement of Depfa Bank as Credit Provider for the 2007 Building Authority bond issue and Approval of Contract 2014-0271, an Index Rate Agreement with PNC Bank, N.A. (09-23-14 WS)
- Sponsors: Russ Truell
- Attachments: [ws 10.pdf](#)
 [NASHVILLE-#1081019-v2-PNC - 2014 City of Franklin - Index Rate Agree](#)
 [PFM RFP summary letter and recommendation Franklin 101-A-1 Bonds 9.23.14](#)

- 9.* [14-516](#) PUBLIC HEARING: Consideration of Resolution 2014-55, To Be Entitled, "A Resolution Approving A Development Plan For Nichol Mill Lofts PUD Subdivision, Located At 427 Nichol Mill Lane, By The City Of Franklin, Tennessee (10/23/14 FMPC 6-1; 11-11-14 WS)."

Sponsors: Ald. Ann Petersen

Attachments: [4564 Nichol Mill DP Conditions](#)
[4564 Nichol Mill Lofts DP Map 2.pdf](#)
[Res 2014-55 RESOLUTION Nichol Mill Lofts Dev Plan.pdf](#)
[Nichol Mill DevPlan 8 shts 10.2.14.pdf](#)

Legislative History

10/23/14	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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- 10.* [14-546](#) Consideration of Ordinance 2014-21, To Be Entitled, "An Ordinance To Rezone 6.19 Acres From General Commercial (GC) To Specific Development-Residential District (SD-R 58.8) For The Property Located At 427 Nichol Mill Lane (10/23/14 FMPC 6-1; 12/09/14 BOMA 7-1)."
Third and Final Reading

Sponsors: Ald. Ann Petersen

Attachments: [4563 Nichol Mill Lofts Rezoning Map](#)
[Ord 2014-21 ORDINANCE Nichol Mill Lofts Rezoning](#)
[Nichol Mill ReZoning 3shts 10.2.14](#)

Legislative History

10/23/14	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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- 11.* [14-545](#) Consideration of Ordinance 2014-28 Amending Table 3-2 of the Zoning Ordinance: Permitted Uses and Chapter 8 Definitions, to Allow Short-Term Vacation Rentals in Various Zoning Districts (10/23/14 FMPC 7-0; 4-14-15 BOMA 1st Reading 8-0; 5-26-15 BOMA 2ND Reading 7-0); THIRD AND FINAL READING

Sponsors: Vernon Gerth and Chris Bridgewater

Attachments: [2014-28 FMPC 10-23-14](#)
[2014.09.20 transient rental cabin information memo-rev 1](#)
[Metro Ordinance - STVR Vacation Rentals 04-2015.docx](#)

Legislative History

10/23/14	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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12. [14-549](#) Consideration of Ordinance 2014-35, An Ordinance To Amend Section 5.5.4 Of The City Of Franklin Zoning Ordinance Relating To Parks And The Dedication Of Public Land For Parks (10/23/14 FMPC 7-0; 12/09/14 BOMA 8-0).

Third and Final Reading

Sponsors: Vernon Gerth, Lisa Clayton, Catherine Powers and Kevin Lindsey

Attachments: [Ordinance 2014-35](#)
[Quadrant map with Title.pub](#)
[Harpeth Square Area Map.pdf](#)
[Harpeth Square Assessed Land Valuation.xlsx](#)
[Parkland Dedication Analysis - LAO - 8.29.14.xlsx](#)
[Quadrant map with Title.pdf](#)

Legislative History

10/23/14	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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13. [14-567](#) Consideration of Resolution No. 2014-75 to be entitled: "A Resolution to Accept and Recommend to the Franklin Municipal Planning Commission Modifications to the 2010 Major Thoroughfare Plan Update." (11/12/14 WS)

Sponsors: Paul Holzen

Attachments: [RES 2014-75 to Accept and Rcommend to FMPC MTP Revisions](#)
[RES 2014-0075 to Accept and Rcommend to FMPC MTP Revisions - ATTACH](#)

14. [14-568](#) Consideration of Change Order No. 1 (COF Contract No. 2014-0065) with Underground Pipe & Construction for the Charlton Green Sanitary Sewer Improvements Project in the amount of \$45,675.00 (11/12/14 WS)

Sponsors: Paul Holzen

Attachments: [COF 2014-0065 CharltonGreenSS CO1](#)

15. [14-570](#) Consideration of Resolution No. 2014-79 to be entitled: "A Resolution to Submit an Application to the Tennessee Department of Transportation for the 2015 Safe Routes to School Program" (11/12/14 WS)

Sponsors: Paul Holzen

Attachments: [R2014-79 SR96WMultiusePath Resolution](#)

16. [14-571](#) Consideration of Interlocal Agreement (COF 2014-0294) with Williamson County Government for the extension of sanitary sewer service to the Ag Center Park in exchange for property for the development of Fire Station #7. (11/12/14 WS)
- Sponsors:** Eric Stuckey
- Attachments:** [Ag Center - Fire Stat 7 prop](#)
[COF 2014-0294 Interlocal Agreement Williamson County-Franklin DP Redlined](#)
17. [14-580](#) Consideration of Amendment 3 to COF Contract 2009-0051 for the Mack Hatcher Parkway Northwest Extension Project, From South of SR-96 West of Franklin to East of SR-106 (US-431) North of Franklin (PIN: 101454.01; Federal Project Number: STP-397(8), STP/HPP-397(10); State project Number: 94092-1224-14/94092-2226-14). (11/12/14 WS)
- Sponsors:** David Parker
- Attachments:** [COF 2009-0051 Mack Hatcher Amendment 3](#)
18. [14-588](#) Discussion Regarding Processing of Curbside Recycling by Marshall County
- Sponsors:** Becky Caldwell

Other Business

Adjournment

ANYONE REQUESTING ACCOMODATIONS DUE TO DISABILITES SHOULD CONTACT A.D.A. COORDINATOR, AT 550-5721 AT LEAST 10 DAYS PRIOR TO THE MEETING, IF POSSIBLE.

OFFICE USE ONLY:

Permit No:



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CITY OF FRANKLIN EVENT PERMIT APPLICATION

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

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

Please check
all that apply:

☒ street closure

☒ parade

☐ other special event

☐ beer served (**separate permit required**)

Please supply the following information. For additional space, use separate sheets of paper and attach to the application.

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

____ Aspen Grove Park

____ Liberty Park

____ Eastern Flank Battlefield Park

____ Fieldstone Farms

____ Pinkerton Park

46 West, Bridge St., 3rd Ave NW

☒ Jim Warren Park

____ Harlinsdale Farm

Other: Public Square, Main St, West

2) Name/purpose of event: Kiwanis Christmas Parade

3) Date or dates of event: 12/7/2014

4) Time of Event: 2:00 P.m. - 3:30 P.m.

5) Time of Street Closure (if applicable):

Jim Warren Park
Set-Up Date/Time: 11:00 AM

Tear-down Date/Time: 2:00 P.m.

*Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read Additional Requirements section for more information.

6) Name of Applicant and Organization Requesting Permit:

Kiwanis Club of Franklin, TN.

a) Address: 2331 Heapsack Lane

b) Phone: 794-6937 c) Cell: 854-4164 d) Fax: _____

e) E-mail address: gluffman.franklin@comcast.com

7) Person in charge on day of event: Gary Luffman

Cell: 854-4164 E-mail address: gluffman.franklin@comcast.com



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- 8) Name and Cell Number of at least two others available on day of event:

Name: Andrea Lathan Cell: 748-2542 E-mail address: andrea.lathan@regions.com

Name: Donnie Ellis Cell: 865-250-1441 E-mail address: dellis@earthlink.net

- 9) DETAILED description of event (use additional sheets):

Set up 11-2 in Sam Warren Park, FSSD Headquarters, Immediate School; proceed eastward along 96 west onto Bridge St; right onto 3rd Ave North; around Public Square, west onto Main Street, west on West Main

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

- 11) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:

2,000 participants; 10,000 spectators

- 12) **Please attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.

- 13) Is your organization based in Williamson County? Circle Yes or No
(if no, please state where: _____)

- 14) Is your organization authorized to do business in Tennessee? Circle Yes or No

- 15) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status.

- 16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. NO

- 17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle Yes or No

- 18) Is this event a fundraiser? Circle Yes or No If yes, what organization will be benefactor of event? What percentage of funds will they receive? _____

- 19) Will parking in the area of the event need to be restricted or prohibited? Circle Yes or No



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- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Christmas music on floats
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
recorded music played through amplifiers and speakers
- 23) During what time period is sound amplification requested? 2:00 pm - 3:30 pm
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). 4 High School Bands; 1 middle school Band; Christmas floats with amplified music of 50 amps.
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.** ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- ✓ 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets. no
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. Food truck may set up at Jim Warren Park Kiwanis Club will clean up Gary Lusser 744-6937
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal. Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.*

- 29) **NOTE:* Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.* None
- 30) Will you require a temporary water tap? Circle Yes or No. If yes, please list exact locations:

- 31) Will alcohol, beer, and/or wine be given away or sold? Circle Yes or No. If yes, a permit from the relevant board is required. *Please read Additional Requirements section of this application for more information.*
- 32) Will your event include tents or other temporary structures, propane use, or open flames? Circle yes or no. Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.*

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

"No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The City of Franklin does not discriminate based on race, color or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d). For more information or to file a complaint against the City of Franklin under Title VI of the 1964 Civil Rights Act, contact the Title VI Coordinator:

Risk Manager
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064
615.791.3277

The City of Franklin is committed to providing reasonable access and accommodations upon request for people with disabilities. Please call the Risk Management Department at (615)791-3277 for specific requests.



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**PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.**

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator.
- 4) I/We agree to provide a copy of this signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 5) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 6) I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- 7) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 8) The City reserves the right to require one or more City of Franklin police officers or other emergency personnel be present at any and all events that occur within the city limits. Please budget for this request at a rate of \$30 per hour at a minimum of two (2) hours.

BY: *[Signature]* *Director* Date: *10/2/08*
(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

If you have questions concerning your request, please call 615-550-6606.

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

Christmas Parade



START

Jim Warren Park

Bicentennial Park

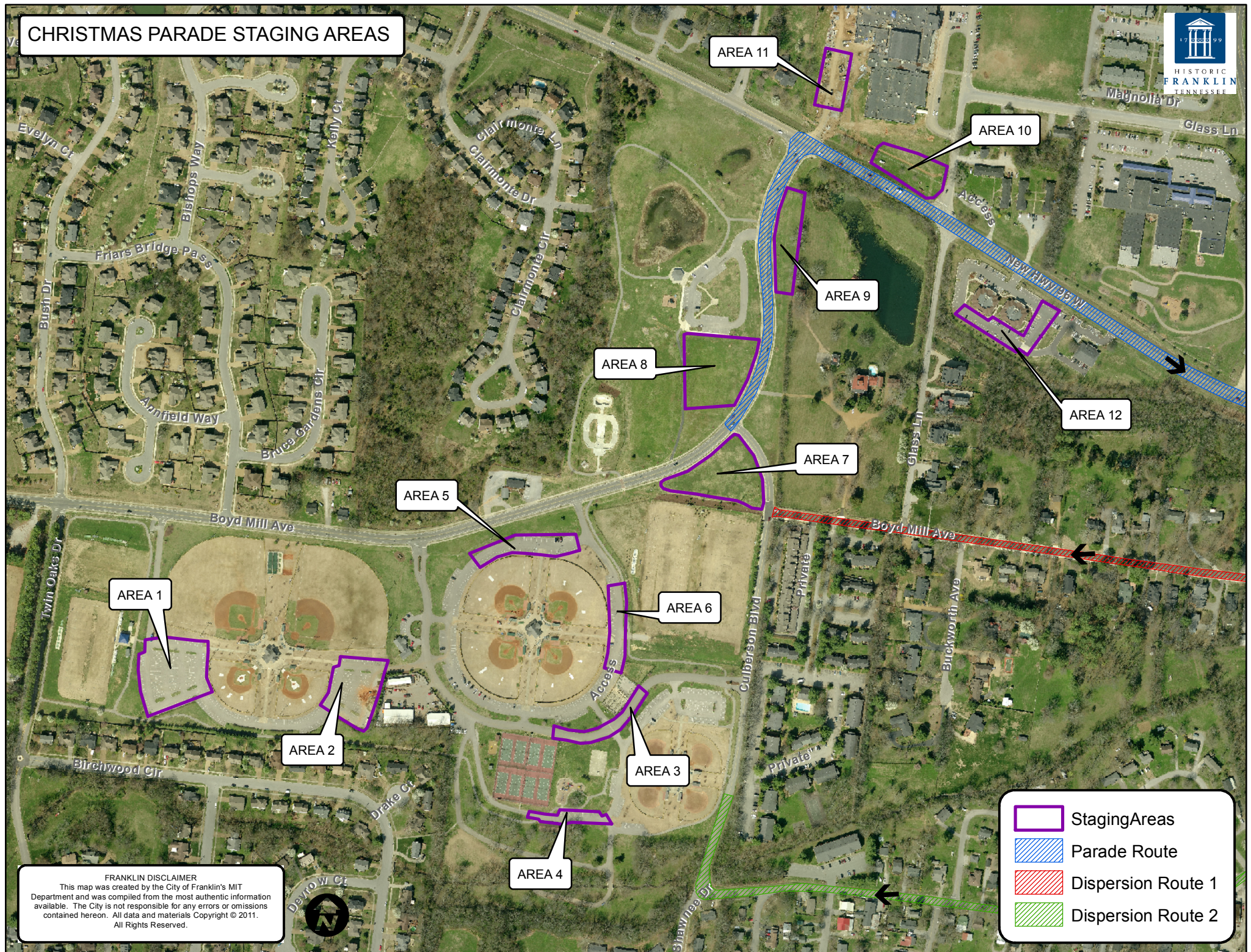
FINISH

- Parade Route
- Dispersion Route 1
- Dispersion Route 2
-  Streets
-  Harpeth River
-  Parks

FRANKLIN DISCLAIMER
 This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials Copyright © 2014. All Rights Reserved.



CHRISTMAS PARADE STAGING AREAS



FRANKLIN DISCLAIMER
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- Staging Areas
- Parade Route
- Dispersion Route 1
- Dispersion Route 2



CITY OF FRANKLIN EVENT PERMIT APPLICATION

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

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

Please check
all that apply:



street closure



parade



other special event



beer served (*separate permit required*)

Please supply the following information. For additional space, use separate sheets of paper and attach to the application.

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

____ Aspen Grove Park

____ Liberty Park

____ Eastern Flank Battlefield Park

____ Fieldstone Farms

____ Pinkerton Park

Main Street from 2nd to 5th Ave and

____ Jim Warren Park

____ Harlinsdale Farm

Other: portions of 4th Ave N. & S.

2) Name/purpose of event: Dickens of a Christmas

3) Date or dates of event: December 13 & 14, 2014

4) Time of Event: 10am - 5pm on Saturday; 11am - 5pm on Sunday

5) Time of Street Closure (if applicable): Saturday 4am - Sunday 7pm

Set-Up Date/Time: 4am Dec 13

Tear-down Date/Time: 5pm Dec 14

*Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read Additional Requirements section for more information.

6) Name of Applicant and Organization Requesting Permit:

Heritage Foundation of Franklin & Williamson County

a) Address: 134 2nd Avenue South

b) Phone: 591-8500

c) Cell: 618-841-7676

d) Fax: _____

e) E-mail address: kdial@historicfranklin.com

7) Person in charge on day of event: Krista Dial

Cell: 618-841-7676

E-mail address: kdial@historicfranklin.com



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8) **Name and Cell Number of at least two others available on day of event:**

Name: Rene' Evans Cell: 615-830-7367 E-mail address: revans@historicfranklin.com

Name: Mary Pearce Cell: 615-300-7218 E-mail address: mpearce@historicfranklin.com

9) **DETAILED description of event (use additional sheets):**

Dickens of a Christmas is a Victorian-themed holiday festival with 250+ costumed characters,
100 arts/crafts booths, a stage, numerous street performers, carriage rides, Victorian food & caroling.

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

11) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:

50,000

12) **Please attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.

13) Is your organization based in Williamson County? Circle Yes or No
(if no, please state where: _____)

14) Is your organization authorized to do business in Tennessee? Circle Yes or No

15) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status.

16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. Free admission for guests. Vendor fees range from \$175 - \$15,000.

17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle Yes or No.

18) Is this event a fundraiser? Circle Yes or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? The Heritage Foundation of Franklin & Williamson County will receive 100% of the proceeds of this event.

19) Will parking in the area of the event need to be restricted or prohibited? Circle Yes or No.



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- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
There will be one stage at this event - City Hall Stage. There will be bands, dance groups and announcements from the stage. There will also be a sound system used at the intersection of 4th & Main during street area performances on Saturday. There will be no other amplified sound at this event.
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
Bands, dance groups, announcements.
- 23) During what time period is sound amplification requested? 10am - 5pm Saturday; 11am - 5pm Sunday.
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). There will be several bands. Community bands can be about 50 members, but not all amplified. Maximum use per stage is 200 amps per stage.
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.** ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets.
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. City of Franklin Solid Waste Department
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. ***\$1000 deposit on file.

! We will provide lists for 25 & 26 closer to the event.

- 29) ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
- 30) Will you require a temporary water tap? Circle Yes or No. If yes, please list exact locations:
4th & Main and 3rd South (City Hall side)
-
- 31) Will alcohol, beer, and/or wine be given away or sold? Circle Yes or No. If yes, a permit from the relevant board is required. *Please read Additional Requirements section of this application for more information.*
- 32) Will your event include tents or other temporary structures, propane use, or open flames? Circle yes or no. Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.*
This is a widely publicized event that is free to the public. In addition, we have email addresses for more than 5,000 downtown neighbors, businesses and citizens who will be notified.

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

"No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The City of Franklin does not discriminate based on race, color or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d). For more information or to file a complaint against the City of Franklin under Title VI of the 1964 Civil Rights Act, contact the Title VI Coordinator:

Risk Manager
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064
615.791.3277

The City of Franklin is committed to providing reasonable access and accommodations upon request for people with disabilities. Please call the Risk Management Department at (615)791-3277 for specific requests.



HISTORIC
FRANKLIN
TENNESSEE

**PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.**

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator.
- 4) I/We agree to provide a copy of this signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 5) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 6) I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- 7) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 8) The City reserves the right to require one or more City of Franklin police officers or other emergency personnel be present at any and all events that occur within the city limits. Please budget for this request at a rate of \$30 per hour at a minimum of two (2) hours.

BY: _____ Date: _____
(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

If you have questions concerning your request, please call 615-550-6606.

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

Dickens Of a Christmas, December 13-14, 2014



5TH AVENUE / 5 POINTS

BRIDGE STREET

4TH AVENUE

3rd AVENUE

2ND AVENUE

1ST AVENUE

MAIN STREET

CHURCH STREET

Five Points Schedule

Saturday

Sunday

Fourth & Main Schedule

Saturday



101—107

Street Performers

100-89



Street Performers



108-115

88-82

RESTROOMS

PARKING

24-29

81-76



Festival Headquarters

1-23

30-34

75-71

Main Stage



35-52

70-53

PARKING

CHILDREN'S AREA



City Hall Main Stage Schedule

Saturday

10 AM	TBD
11 AM	TBD
NOON	TBD
1 PM	TBD
2 PM	TBD
3 PM	TBD
4 PM	TBD

Sunday

NOON	TBD
1 PM	TBD
2 PM	TBD
3 PM	TBD
4 PM	TBD
5 PM	Town Sing Lead by Jean Thomason & The Vintage Vocals

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: March 19, 2001

Person to Contact:

Richard Owens 31-00913
Customer Service Representative

Toll Free Telephone Number:

8:00 a.m. to 9:30 p.m. EST
877-829-5500

Fax Number:

513-263-3756

Federal Identification Number:

23-7042596

Heritage Foundation of Franklin and Williamson
County Tennessee
% Mary Shearer Pearce
PO Box 723
Franklin, TN 37065

Dear Sir or Madam:

This letter is in response to your request for a copy of your organization's determination letter. This letter will take the place of the copy you requested.

Our records indicate that a determination letter issued in April 1970, granted your organization exemption from federal income tax under section 501(c)(3) of the Internal Revenue Code. That letter is still in effect.

Based on information subsequently submitted, we classified your organization as one that is not a private foundation within the meaning of section 509(a) of the Code because it is an organization described in section 509(a)(2).

This classification was based on the assumption that your organization's operations would continue as stated in the application. If your organization's sources of support, or its character, method of operations, or purposes have changed, please let us know so we can consider the effect of the change on the exempt status and foundation status of your organization.

Your organization is required to file Form 990, Return of Organization Exempt from Income Tax, only if its gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

All exempt organizations (unless specifically excluded) are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each employee during a calendar year. Your organization is not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, these organizations are not automatically exempt from other federal excise taxes.

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

Heritage Foundation of Franklin and Williamson County Tennessee
23-7042596

Your organization is not required to file federal income tax returns unless it is subject to the tax on unrelated business income under section 511 of the Code. If your organization is subject to this tax, it must file an income tax return on the Form 990-T, Exempt Organization Business Income Tax Return. In this letter, we are not determining whether any of your organization's present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

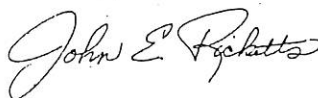
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

Because this letter could help resolve any questions about your organization's exempt status and foundation status, you should keep it with the organization's permanent records.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

This letter affirms your organization's exempt status.

Sincerely,

A handwritten signature in cursive script that reads "John E. Ricketts".

John E. Ricketts, Director, TE/GE
Customer Account Services

The Heritage Foundation
Board Member List & Staff List
Year 2014-2015

		Mailing Address	Telephone			Fax	e-mail	1st/2nd Term Ends
			Home	Work	Cell			
Brian	Beathard	704 Fair Street Franklin, TN 37064	656-4661		752-8628	800-513-0173	brianbeathard@outlook.com	2015/2018
Julian	Bibb III	918 Fair Street Franklin, TN 37064	794-5076	782-2227		791-8481	julian.bibb@stites.com	2015/2018
Angela	Calhoun	1005 Scramblers Knob Franklin, TN 37069	794-5090		642-2890		anpcalhoun@mindspring.com	2014/2017
Sean	Carroll	1419 Clairmonte Circl Franklin, TN 37064	790-5909	415-7595	936-4544		seanpcarroll@gmail.com	2017/2020
Pam	Chandler	502 Braylon Circle Franklin TN 37064	790-0250		243-4404		pchandler@live.com	2017/2020
Josh	Denton	104 Battle Avenue Franklin, TN 37064	794-1454	921-4286	430-6444		identon@gsrm.com	2017/2020
Philip	Dial	102 Granville Road Franklin, TN 37064			931-334-4040		dialphilip@gmail.com	NG
Donna	Douglas				861-5501		donna.douglas@jackson.com	2017/2020
Bryan	Echols	5016 Jackson Lane Brentwood, TN 37027	661-8921		400-3123		ibechols@comcast.net	2014/2017
Connie	Haley	5205 Stillhouse Hollow Rd., Franklin 37064	791-5640		476-2557	591-1702	connietaylor8@gmail.com	2012/2015
Kelly	Harwood	3706 Estes Road Nashville, TN 37215	383-0052	472-1134	260-0170		kellyharwood@comcast.net	2014/2017
Craig	Holland	417 Doe Ridge Court Franklin TN 37067	599-2109	771-6484	210-1409		craig.holland@myfirstfarmers.com	2017/2020
Ann	Johnson	c/o300 Mallory Station Rd#C6, Franklin 37067	715-1800	771-6602	500-1234	771-6686	ai@wastetechservices.com	2012/2015
Rudy	Jordan	231 Second Ave. South Franklin, TN 37064	790-1400	791-4508	479-5920		rudyardhouse@mindspring.com	2015/2018
Emily	Magid	1208 Hillview Lane Franklin TN 37064	595-8021		479-7936		emmyam@hughes.net	2017/2020
Andy	Marshall	94 East Main Street Franklin, TN 37064	595-9255	478-2216	478-6445		andy@puckettsgrocery.com	2015/2018
Bill	Powell	5395 Old Highway 96 Franklin, TN 37064	790-1940	390-4162	390-4162	790-0633	billpowell2@msn.com	2012/2015
Fred	Reynolds	510 South Margin Street Franklin, TN 37064	390-5982		390-5982		freynolds@rockcityconstruction.com	2013/2016
Bob	Roethemeyer	418 Main Street Franklin, TN 37064		791-9121	521-6789		AvecMoiFranklin@gmail.com	DFA
Marianne	Schroer	512 Boyd Mill Avenue	794-0668		519-5812		schroer.marianne@gmail.com	2016/2019
Allen	Sills	1067 Natchez Valley Lane, Franklin 37064	794-4393	875-7054			allen.sills@vanderbilt.edu	2016/2019
Joe	Walker	First Tennessee 231 Public Square Franklin, TN 37064	498-4999	790-5100			imwalker@ftb.com	2014/2017

Executive Committee/Officers:

Julian Bibb III	President
Joe Walker	VP of Finance
Fred Reynolds	VP of Preservation
Bob Roethemeyer	VP of Main Street
Connie Haley	VP of Membership & Development
Angela Calhoun	Secretary
Andy Marshall	VP of the Franklin Theatre
Philip Dial	President of Next Gen.

HF Staff:

Mary Pearce	Executive Director	mpearce@historicfranklin.com	591-8500	Ext. 15
Kristy Williams	Membership & Development	kwilliams@historicfranklin.com	591-8500	Ext. 18
Wendy Dunavant	Accounting	wdunavant@historicfranklin.com	591-8500	Ext. 13
Torrey Barnhill	Events Manager	tbarnhill@historicfranklin.com	591-8500	Ext. 20
Rick Warwick	Historian	rwarwick@historicfranklin.com	591-8500	Ext. 14
Rene Evans	Vendor Relations Manager	revans@historicfranklin.com	591-8500	Ext. 11
Linda Childs	Office Manager	lchilds@historicfranklin.com	591-8500	Ext. 16

Theatre Staff:

Dan Hays	Director	dan@franklintheatre.com	351-4832
Joseph Logdson	Technical Director	joseph@franklintheatre.com	473-3634
Dolly Chandler	Program Director/Marketing	dolly@franklintheatre.com	
Evan Freeze		evan@franklintheatre.com	478-1882
Brian Solomon		brian@franklintheatre.com	



Ms. Monique McCullough
City Administrator's Office
City Hall
109 Third Ave. South
Franklin, TN 37065

Thursday, September 18, 2014

**Re: City of Franklin Event Permit Application
Pilgrimage Foundation, LLC
Pilgrimage Music & Cultural Festival/Harlinsdale Farm**

Dear Ms. McCullough:

We are hereby applying for an Event Permit under Section 16-503 (*or, Special Events and Temporary Street Closures*) as required by Sections 16-501.-509. of the City of Franklin for the use of Harlinsdale Farm as the venue for the Pilgrimage Music & Cultural Festival on September 26 and 27, 2015.

Relating to the proposal, please find attached the required documents and supplemental materials listed in the Table of Contents on the following page.

Thank you for your consideration of this proposal.

Sincerest regards,

A handwritten signature in black ink, appearing to read "K. Griffin", is written over a light blue horizontal line.

Kevin Griffin
Pilgrimage Foundation, LLC



TABLE OF CONTENTS

1. City of Franklin Event Permit Application.....	p. 3–8
2. Pilgrimage Music & Cultural Festival Presentation Deck.....	p. 9–22
<i>supplement to application question 9</i>	
3. CAD of Festival Layout.....	p. 23–27
<i>supplement to application question 10</i>	
4. Traffic and Parking Plan with attached CAD.....	p. 28–29
<i>supplement to application question 10</i>	
5. Pilgrimage Productions Contact List.....	p. 30
<i>supplement to application question 12</i>	
6. IRS Tax Exemption Letter from BTE Foundation.....	p. 31–32
<i>supplement to application question 15</i>	
<i>NOTE: Parent entity of Pilgrimage Foundation, LLC</i>	
7. Sample Certificate of Insurance for WoodHouse LLC.....	p. 33–35
<i>supplement to application question 25</i>	
<i>NOTE: WoodHouse LLC is a related company</i>	
8. Sample Certificate of Insurance and Fire Resistance Certificate for Music City Tents and Events, LLC.....	p. 36–39
<i>supplement to application question 25</i>	
9. Potential Vendor List.....	p. 40
<i>supplement to application question 26</i>	
10. Good Neighbor Letter.....	p. 41
<i>supplement to application question 33</i>	

Additional Supporting Documents:

11. Pilgrimage Music & Cultural Festival.....	p. 42
12. 2015 Festival Build/Breakdown Timeline.....	p. 43
13. Equipment and Infrastructure.....	p. 44
14. Professional/Uniformed Personnel.....	p. 45

OFFICE USE ONLY:

Permit No: _____



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FRANKLIN
TENNESSEE

CITY OF FRANKLIN EVENT PERMIT APPLICATION

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

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

Please check
all that apply:

☐ street closure

☐ parade

☒ other special event

☒ beer served (*separate permit required*)

Please supply the following information. For additional space, use separate sheets of paper and attach to the application.

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

____ Aspen Grove Park

____ Liberty Park

____ Eastern Flank Battlefield Park

____ Fieldstone Farms

____ Pinkerton Park

____ Jim Warren Park

☒ Harlinsdale Farm

Other: _____

2) Name/purpose of event: Pilgrimage Music & Cultural Festival

3) Date or dates of event: Saturday, September 26 and Sunday, September 27, 2015 (with September 25 as option)

4) Time of Event: 10:00 a.m. – 8:00 p.m. daily

5) Time of Street Closure (if applicable): n/a

Set-Up Date/Time: beginning Thursday, 9/17/15 at 8 a.m.

Tear-down Date/Time: by Friday, 10/2/15 at 8 p.m.

*Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read Additional Requirements section for more information.

6) Name of Applicant and Organization Requesting Permit:

Kevin Griffin, Pilgrimage Foundation LLC

a) Address: P.O. Box 570, Franklin, TN 37065

b) Phone: _____ **c) Cell:** (323) 599-6643 **d) Fax:** _____

e) E-mail address: Kevin@PilgrimageFestival.com

7) Person in charge on day of event: W. Brandt Wood

Cell: (214) 952-9663 **E-mail address:** Brandt@PilgrimageFestival.com



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FRANKLIN
TENNESSEE

8) Name and Cell Number of at least two others available on day of event:

Name: Kevin Griffin Cell: (323)599-6643 E-mail address: Kevin@PilgrimageFestival.com

Name: Michael Whelan Cell: (504)915-5104 E-mail address: Michael@PilgrimageFestival.com

9) DETAILED description of event (use additional sheets):

2-day festival featuring local, regional and national music acts; also including food, beverage, crafts, and merchandise.. Please see attachments.

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

11) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:

250 production crew, artists and vendors/15,000-20,000 patrons daily

12) Please **attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.

13) Is your organization based in Williamson County? Circle Yes or No
(if no, please state where: _____)

14) Is your organization authorized to do business in Tennessee? Circle Yes or No

15) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status.

16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. \$75/one-day pass; \$135/two-day pass; \$350/VIP two-day pass

17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle Yes or No.

18) Is this event a fundraiser? Circle Yes or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? Pilgrimage Foundation, to benefit the Franklin community, i.e. Harlinsdale Farm renovations, artist support, local schools.

19) Will parking in the area of the event need to be restricted or prohibited? Circle Yes or No.



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FRANKLIN
TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Sound amplification will be installed on stages for band sound reinforcement.
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
Bands with onstage production
- 23) During what time period is sound amplification requested? 10 a.m – 8 p.m. each day
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). Estimated number of bands: 50 with approximately 200 artists, Americana-roots music. Amp wattage to be determined
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.** ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets.
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. Yes. Clean-up provider to be determined.
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.



- 29) **NOTE:* Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
- 30) Will you require a temporary water tap? Circle Yes or No. If yes, please list exact locations:

Yes - to be determined.
- 31) Will alcohol, beer, and/or wine be given away or sold? Circle Yes or No. If yes, a permit from the relevant board is required. *Please read Additional Requirements section of this application for more information.*
- 32) Will your event include tents or other temporary structures, propane use, or open flames? Circle yes or no. Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.*

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

"No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The City of Franklin does not discriminate based on race, color or national origin in federal or state sponsored programs, pursuant to Title VI of the Civil Rights Acts of 1964 (42 U.S.C. 2000d). For more information or to file a complaint against the City of Franklin under Title VI of the 1964 Civil Rights Act, contact the Title VI Coordinator:

Risk Manager
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064
615.791.3277

The City of Franklin is committed to providing reasonable access and accommodations upon request for people with disabilities. Please call the Risk Management Department at (615)791-3277 for specific requests.



PLEASE READ ATTACHMENTS BEFORE SIGNING APPLICATION.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 2) I/We do swear or affirm that all of the information given in this application is true and complete.
- 3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with, and to submit a certificate of insurance prior to the event in an amount acceptable to the City Administrator.
- 4) I/We agree to provide a copy of this signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 5) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 6) I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- 7) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 8) The City reserves the right to require one or more City of Franklin police officers or other emergency personnel be present at any and all events that occur within the city limits. Please budget for this request at a rate of \$30 per hour at a minimum of two (2) hours.

BY:  Partner, Pilgrimage Foundation LLC Date: 09/15/14
(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

If you have questions concerning your request, please call 615-550-6606.

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



PILGRIMAGE PRODUCTIONS CONTACTS			
Name	Role	Phone	Email
Kevin Griffin	Partner	323.599.6643	Kevin@PilgrimageFestival.com
Michael Whelan	Partner	504.915.5104	Michael@PilgrimageFestival.com
W. Brandt Wood	Partner	214.952.9663	Brandt@PilgrimageFestival.com
Caitlin Salisbury	Administrator	817.823.9825	Caitlin@WoodHouseUS.com
OTHER CONTACTS			
Name	Role	Phone	Email
John B. Burns	Attorney	615.780.1104	JBBurns@Dickinson-Wright.com
M. Bergeron & Company CPAs	Accountant	985.655.1040	Michael@Mbergeron.net

MAILING ADDRESS: P.O. Box 570, Franklin, TN 37065

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

DEPARTMENT OF THE TREASURY

Date: **MAR 21 2007**

BETTER THAN EZRA FOUNDATION
326 LAFAYETTE ST
HOUMA, LA 70360

Employer Identification Number:
20-8014826
DLN:
17053065059007
Contact Person:
RENEE RAILLEY NORTON ID# 31172
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
December 19, 2006
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2010

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Information for Exempt Organizations Under Section 501(c)(3) for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

BETTER THAN EZRA FOUNDATION

Sincerely,

A handwritten signature in cursive script, reading "Lois G. Lerner".

Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Enclosures: Information for Organizations Exempt Under Section 501(c)(3)
Statute Extension



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/21/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ascend Insurance Brokerage 14850 Montfort Dr. Suite 131 LB9 Dallas TX 75254	CONTACT NAME: Holly Black	
	PHONE (A/C, No, Ext): (888) 749-2100	FAX (A/C, No): (800) 590-3211
INSURED Wood House LLC 5121 Southbrook Dr Dallas TX 75209	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers	NAIC #
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL1482119825 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			3E512664	8/8/2014	8/8/2015	EACH OCCURRENCE
	☒ COMMERCIAL GENERAL LIABILITY						\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							\$ 300,000
							MED EXP (Any one person)
							\$ 5,000
							PERSONAL & ADV INJURY
							\$ 1,000,000
							GENERAL AGGREGATE
							\$ 2,000,000
							PRODUCTS - COMP/OP AGG
							\$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			3E512664	8/8/2014	8/8/2015	COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						\$ 1,000,000
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person)
	☐ SCHEDULED AUTOS						\$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						BODILY INJURY (Per accident)
							\$
							PROPERTY DAMAGE (Per accident)
							\$
							\$
A	☒ UMBRELLA LIAB			CUP-3E765920	8/8/2014	8/8/2015	EACH OCCURRENCE
	☐ EXCESS LIAB						\$ 1,000,000
	☐ OCCUR						AGGREGATE
	☐ CLAIMS-MADE						\$ 1,000,000
	☐ DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			9E368937	8/8/2014	8/8/2015	WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						
							E.L. EACH ACCIDENT
							\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE
							\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT
							\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
See attached additional remarks

CERTIFICATE HOLDER**CANCELLATION**

Blue Star Operations Services, LLC
c/o Global Risk Management Solutions
4447 N. Central Expressway
Suite 110-433
Dallas, TX 75205

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

COMMENTS/REMARKS

"Blue Star Operations Services, LLC, Cowboys Stadium, L.P., Dallas Cowboys Football Club, Ltd., Legends Hospitality, LLC, (City of Arlington, AT&T Services, Inc. and the National Football League with respect to work done at AT&T Stadium), Cowboys Center, Ltd., Dallas Cowboys Merchandising, Ltd., Blue Star Imaging, L.P., Blue Star Land, L.P." and all subsidiaries related or affiliated companies, are Additional Insureds with Waiver of Subrogation under the Commercial General Liability, Auto Liability and Umbrella Liability policies and Waiver of Subrogation on Workers Compensation. Such policies are primary and non-contributory as respects to any other insurance available to above entities.

ADDITIONAL COVERAGES

Ref #	Description Employee Benefits				Coverage Code EBLIA	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description Business Auto				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
05/29/2008

PRODUCER Crichton Brandon Jackson Ward 3011 Armory Drive Suite 250 Nashville, TN 37204 615 383-9761		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Music City Tents and Events, LLC 619 Norris Avenue Nashville, TN 37204		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Cincinnati Insurance Companies	10677
		INSURER B: Accident Fund	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A		GENERAL LIABILITY	CPP0837589	04/21/08	04/21/09	EACH OCCURRENCE	\$1,000,000	
		☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
		☐ CLAIMS MADE ☒ OCCUR				MED EXP (Any one person)	\$10,000	
						PERSONAL & ADV INJURY	\$1,000,000	
						GENERAL AGGREGATE	\$2,000,000	
						PRODUCTS - COMP/OP AGG	\$2,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:						
		☐ POLICY ☐ PRO-JECT ☐ LOC						
A		AUTOMOBILE LIABILITY	CPP0837589	04/21/08	04/21/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
		☒ ANY AUTO				BODILY INJURY (Per person)	\$	
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
		☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
		☒ HIRED AUTOS						
☒ NON-OWNED AUTOS								
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
		☐ ANY AUTO				OTHER THAN EA ACC	\$	
		☐				AUTO ONLY: AGG	\$	
A		EXCESS/UMBRELLA LIABILITY	CPP0837589	04/21/08	04/21/09	EACH OCCURRENCE	\$1,000,000	
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	\$1,000,000	
							\$	
		☐ DEDUCTIBLE					\$	
		☐ RETENTION \$					\$	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCV6043568	04/21/08	04/21/09	WC STATUTORY LIMITS	OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$100,000	
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$100,000	
		OTHER				E.L. DISEASE - POLICY LIMIT	\$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Coverages as per the policy or policies issued by the insurer(s)
affording coverage shown above

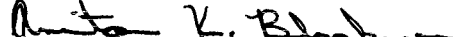
Certificate Holder is Loss Payee under the Auto in respect to the above vehicle
(See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Toyota Motor Credit Corporation
P.O. Box 16187
Atlanta, GA 30321

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Veh# 6 - 2007 Hino 26 ft box 268 TK VIN# 5PVNE8JV672S50406 TN;
Coverages - Liability: ; Med. Pay: 5,000; Uninsured Motorist
1,000,000; Underinsured Motorist: ; Comprehensive: 1000 Ded.;
Collision: 1000 Ded.; ACV

Global Tent and Events LL dba: Peahtree Tents & Events is additional insured under the
Auto in respect to the above vehicle

Certificate of Flame Resistance



1073 Neely Ferry Road

Laurens, SC 29360

864-575-9936 FAX 864-575-3913

Toll Free: (800) 845-2830

MADE



IN THE U.S.A.



Fabric passes requirements of

NFPA-701-99

ULC-214

MVSS 302

Size 10x15Kcds/wclrlzipCntr

Product Code TUA101612C

Serial Code # 125463AD

Concern Number

F69301
F23129

The Flame Retardant Process Used Will Not Be Removed By Washing



This product has been manufactured for use as a temporary shelter. For the safety of all occupants, evacuation is recommended if threatening weather occurs, or if there is any doubt concerning the safe use of this product.

*Please read and follow the manufacturers installation instructions before the installation or removal of this temporary shelter.

CFR 200712

DO NOT REMOVE THIS LABEL



PROSPECTIVE VENDOR LIST

FRANKLIN RESTAURANTS

Puckett's
Puckett's Boathouse
Gray's on Main
55 South
Red Pony
Merridee's Bread Basket
Mack and Kate's
Sopapilla's
Sperry's

NASHVILLE AREA RESTAURANTS

Pinewood Social
Loveless Cafe
Urban Grub
Hattie B's
Frothy Monkey
Husk
Mas Tacos Por Favor
Edley's BBQ
Jenni's Ice Cream
Josephine's
Capitol Grille

FOOD TRUCKS

The Grilled Cheeserie
Riff's Fine Street Food
Biscuit Luv
Julia's Sweet Truck
Crepe A Diem
YaYo's OMG
I Dream of Weenie
Retro Sno
Smoke Et Al

ARTIST-CLOTHING-JEWELRY

Imogene & Willi
Otis James
Prophetik
Billy Reid
David Arms/ David Arms Gallery
Gallery 202/ Kelly Harwood
Avec Moi
Made South
Cooper Fox
Philosophy



Kevin Griffin
Pilgrimage Foundation, LLC
P.O. Box 570
Franklin, TN 37065

To Our Franklin Neighbors,

On Saturday and Sunday, September 26 & 27, 2015, the Pilgrimage Music & Cultural Festival will be held at Harlinsdale Farm. On each day, music and festivities will begin at 10 a.m. and, to be a good neighbor to you, will end before 8 p.m.

Pilgrimage Music & Cultural Festival was born in Franklin, TN. Its mission is to celebrate the music, crafts, and culinary influences of the region by producing a family-friendly festival at Harlinsdale Farm that will give back to the community and add value to the farm along the way.

Additionally, the Pilgrimage Foundation will serve to benefit the community and develop programs that include outreach to local causes, artists, and support to Harlinsdale Farm.

If you have any questions regarding this event, please contact me at 323.599.6643. This festival is for **you** – we truly hope to see you there.

Sincerely,

A handwritten signature in dark ink, appearing to read "K. Griffin", is positioned below the word "Sincerely,".

Kevin Griffin



PILGRIMAGE MUSIC & CULTURAL FESTIVAL

Pilgrimage Foundation, LLC

Pilgrimage Foundation, LLC is the non-profit entity through which the Festival will serve to benefit the community, joined by Pilgrimage Productions, LLC the festival producer. The Foundation will support programs that include local schools, artists, and renovations to parks such as Harlinsdale Farm. Pilgrimage Foundation LLC has been established under the non-profit Better Than Ezra Foundation.

Pilgrimage Productions, LLC

Pilgrimage Productions, LLC is a limited liability corporation recognized by the state of Tennessee, with over 50 collective years in the entertainment business. Pilgrimage Productions owns and manages the festival and maintains the Pilgrimage Music Festival's mission, which is to create a successful festival that contributes positively to the cultural and economic fabric of Franklin, celebrating the diverse music, culture, and cuisine of Franklin and the region. Pilgrimage is spearheaded by experienced, successful producers who will employ best practices to create a unique and memorable experience for artists and patrons alike. Ultimately, the festival will give back to the community and leave Harlinsdale Farm better than it was before.

Land Trust Statement

Our Franklin attorney J. Bryan Echols has met with the Land Trust staff regarding our use of Harlinsdale Farm for a music festival and has found that recent similar productions have been met with approval and conformed with easements.



2015 FESTIVAL BUILD/BREAKDOWN TIMELINE

9/16	Move in to Harlinsdale Farm to begin building Stage 1 and the backstage production areas
9/20–9/25	Move in to main barn and multi-purpose arena areas to continue building stages, tents, etc.
9/26–9/27	Pilgrimage Music and Cultural Festival
9/28–9/30	Break down main barn area and multi-purpose arena area
9/28–10/2	Break down Stage 1, backstage, production areas
10/2–10/5	Complete clean-up of Harlinsdale Farm; deliver back to Parks & Recreation



EQUIPMENT AND INFRASTRUCTURE

Our strategy for building, operating and striking the production infrastructure of Pilgrimage is to locate and built assets (stages, tenting, etc.) in the most stable areas, with experienced professionals and with zero adverse impact on Harlinsdale. To the extent modifications or improvements are necessary to any ground or structure we will request such in advance and only move forward after approval is granted. Our infrastructure will include the following:

HEAVY EQUIPMENT

- a. Forklifts and boom cranes will be used during building and tear down.
- b. Equipment will be safely parked outside of crowd areas and inaccessible to patrons during Festival.

FENCING

- a. 6' chain link perimeter fencing wired together in panels, placed on stability footers with a scrim material hung.
- b. Bicycle barricade throughout stage and F&B areas to provide crowd control, curing, security and safety.
- c. Concert barriers at Stages 1 & 2 in front of crowd to prevent crowd surges.

TRAFFIC

- a. A traffic engineering team is currently being selected to conduct a traffic study of an optimal traffic flow and to determine parking opportunities at office, retail, church, school and public parking areas. Our goal is to provide a calculated mix of on-and-off-site parking including remote shuttle opportunities, all of which will be very well publicized in order to have the least amount of adverse impact in and around Franklin on the weekend of the Festival.
- b. All Front-of-House and Back-of-House areas will be manned to provide safe passage to all parties.

TENTING

All tenting will comply with local tent permit requirements regarding wind loading and fire protection. Music City Tents in Nashville is our tent vendor, and will bring years of experience and the best tents in the business to Pilgrimage.

STAGING

All Pilgrimage stages will be of the highest quality and safety rating, and will be built by experienced crew under the direction of the stage manager. The two main stages (1 and 2) will be built with scaffolds, decking, horizontal and vertical trusses holding P.A., lighting and roof structure, and have all necessary ballast and counterweight to ensure safe operations for weight and wind loads. The two small stages (3 and 4, and the Kids Stage) will be built with telescopic stage jacks and decking with roof structure for weather protection, held up by horizontal and vertical trusses. All necessary ballast and counterweights will be utilized to handle weight and wind loads.



PROFESSIONAL/UNIFORMED PERSONNEL

Fire Marshal Regulations

Pilgrimage Productions, LLC intends to hire two individuals from the Franklin Fire Department to consult with fire safety issues. Necessary permits will be obtained.

Police Department

Pilgrimage Productions, LLC will employ a sufficient number of police to provide safety, security and traffic control.

Emergency Medical Services

We plan to employ Franklin and/or Williamson County personnel to man at least one location for on-site treatment and offsite vehicular transport.

Pilgrimage Security

We will hire a local, experienced, licensed and bonded concert security team, of which there are ample located in the Franklin/Nashville area. This team will provide security and safety control for the gate, stages, and general grounds.

Litter-free Event

During the build, Festival and strike down, the Pilgrimage will include porters, busboys and trash detail to empty cans, bins in coordination with City of Franklin sanitation. Our experience tells us that leaving an area better than we found it (down to the last bottle cap) is the best practice in our industry. A clean environment enhances the guest experience, and we ensure that we will return Harlinsdale Farm to the City of Franklin better than we found it.

Health Department and Vendors

Pilgrimage will comply with all rules and regulations regarding beverage service, portable toilets, hand wash stations, ice handling, and related activities. We will ensure that our vendors and our own operations are well versed in the practices and equipment required to obtain and maintain the permit requirements throughout the festival.

Sanitation

We will locate City of Franklin dumpsters onsite in a safe back-of-house area for trash dumping by Pilgrimage staff and vendors, and to allow for servicing by the City of Franklin Sanitation service throughout and after the festival.



Ms. Monique McCullough
City Administrator's Office
City Hall
109 Third Ave. South
Franklin, TN 37065

Friday, October 10, 2014

**Re: City of Franklin Event Permit Application
SUPPLEMENTAL MATERIALS SUBMISSION
Pilgrimage Foundation, LLC
Pilgrimage Music & Cultural Festival/Harlinsdale Farm**

Dear Ms. McCullough:

Attached is a submission of supplemental materials requested as a follow-up to our initial permit application, submitted to the City of Franklin on September 18, 2014, for the use of Harlinsdale Farm as the venue for the Pilgrimage Music & Cultural Festival on September 26 and 27, 2015.

Relating to the proposal, please find attached the required documents and supplemental materials listed in the Table of Contents on the following page.

Thank you for your consideration. Brandt and I look forward to our meeting this coming Monday.

Sincerest regards,

A handwritten signature in black ink, appearing to read "K. Griffin".

Kevin Griffin
Pilgrimage Foundation, LLC



TABLE OF CONTENTS

1. Pilgrimage is a Boutique Festival.....	p. 3
<i>addresses music genres, and target demographic, and crowd size</i>	
2. Major US Festival Study.....	p. 4
3. Professional Festival Experience.....	p. 5–6
a. Industry References.....	p. 7
b. HUKA Entertainment (Production Partner) Festival Credits.....	p. 8
4. Fencing Plan for Harlinsdale Farm.....	p. 9
5. Alcohol Service and Safety Plan.....	p. 10–11
6. Inclement Weather Plan.....	p. 12–14
7. Updated Traffic and Parking Plan	
a. Updated Traffic and Parking Plan Summary.....	p. 15
b. Onsite Parking Map.....	p. 16
c. Offsite Parking Map.....	p. 17
d. Additional Offsite Parking Information.....	p. 18
e. Fischbach Transportation Group Proposal.....	p. 19–20
<i>to initiate traffic engineering and planning services</i>	
f. Updated Ingress/Egress Traffic CAD.....	p. 21
g. Festival Layout CAD of Production Elements.....	p. 22–26



PILGRIMAGE IS A BOUTIQUE FESTIVAL

A boutique festival is a festival of music, food, or otherwise, that targets a particular audience. It is very specific, and focuses on quality over appealing to a broader public. Pilgrimage Music & Cultural Festival is focused on drawing a crowd of roots-based music and regional food aficionados who value a highly curated festival experience.

MUSIC

Our focus is the acoustic-based roots music of the region – from Nashville and Memphis to New Orleans, through the Mississippi Delta and back. Geographically, Franklin is firmly planted in this region, and happens to be home to many of the nation's finest musicians and tastemakers. The genres represented at this festival will be:

- Country
- Bluegrass
- Rock and Roll
- Jazz
- Cajun/Zydeco
- Southern Gospel

TARGET DEMOGRAPHIC

- 25–65 years of age
- Employed
- College educated
- Median Income: \$55,000

CROWD SIZE

Our priority is to have a positive impact on Harlinsdale Farm and the Franklin community, and to work within acceptable parameters. We remain flexible on our target capacity and while we have stated numbers that align with the economics of creating a memorable first year, we know that our upcoming meetings will frame the topic.

Please reference page 4, Major US Festival Study, to see where we fit in with regard to attendance and venue acreage.



MAJOR US FESTIVAL STUDY: SPACE PER PERSON WITH ONSITE PARKING CAPACITY

FESTIVAL	SITE	SIZE (IN ACRES)	ATTENDANCE (IN 2013)	PEOPLE PER ACRE	ONSITE PARKING (# OF SPACES)
Austin City Limits	Zilker Park (Austin)	350	75,000	214	0
New Orleans Jazz & Heritage Fest	Fair Grounds Race Course	145	150,000	1,034	0
Lollapalooza	Grant Park (Chicago)	300	100,000	333	0
Outside Lands	Golden Gate Park (SF)	1,107	60,000	54	extremely limited
Forecastle	Waterfront Park (Louisville)	85	25,000	294	0
Louisfest	Forest Park (Louisville)	6,218	30,000	5	street parking
Fun, Fun, Fun Fest	Auditorium Shores (Austin)	54	22,000	407	1200
Firefly	Dover Int'l Speedway (DE)	87	20,000	230	"easy onsite"; # unknown
Hang Out Fest	Gulf Shores (AL)	n/a	35,000	n/a	extremely limited
Spring Awakening	Soldier Field (Chicago)	7	100,000	14,285	extremely limited
Life is Beautiful	Downtown Las Vegas	20	60,000	3,000	0
Pilgrimage Music & Cultural Festival	Harlinsdale Farm (Franklin)	200	15,000*	75	1500

*2015 ESTIMATE



PROFESSIONAL FESTIVAL EXPERIENCE

W. Brandt Wood

Pilgrimage Role: Partner/Producer

Production Experience:

- Owned and operated 3 Dallas-based national venues: Rhythm Room, Trees and Gypsy Tea Room (1989-2007)
- Jimmy Buffett: Live at the Drive-In, 2014
 - **Venue Owner: Tarrant Regional Water District**
 - **Contact:** Shanna Cate, 817-698-0700
 - First-of-its-kind concert at Coyote Drive-in, in Fort Worth, TX, broadcast live to 90 drive-ins nationwide
 - Attendance: 26,000
- Dallas 2000 and 2001 Downtown Millennium Event
 - **Venue Owner: City of Dallas**
 - **Contact:** Major Jeff Cotner, Dallas Police Department, 214-670-4413
 - New Year's Eve fireworks show and concert with 40,000 in attendance
- Trees Outdoor Music Festival (Dallas), 1993 and 1995
 - **Venue Owner: City of Dallas**
 - **Contact:** Major Jeff Cotner, Dallas Police Department, 214-670-4413
 - Arts District all-day music festival with multiple stages and food experiences
 - 1993 attendance: 8,000
 - 1995 attendance: 13,500
- National Live Music Program, 2006-Present
 - Co-developed with Harrah's Entertainment and C3 Presents
 - Set new national standard for gaming entertainment
 - Agreement has expanded to include over 50 properties

Kevin Griffin

Pilgrimage Role: Partner/Producer

Production Experience:

- Lead singer/songwriter of musical group, Better Than Ezra
 - Has played thousands of shows in venues of all sizes, including New Orleans Jazz and Heritage Fest and many other festivals
- Founder and Board Member, Better Than Ezra Foundation
 - committed to raising funds to support the renewal of structural and cultural heritage as well as education in New Orleans and South Louisiana. The Better Than Ezra Foundation has raised over \$1,055,000 for various causes in and around New Orleans.
 - Events: Ezra Open (annual charity golf tournament) co-produced with Harrah's Entertainment (2001-present)

(continued)



Michael Whelan

Pilgrimage Role: Partner/Producer

Production Experience:

- Board Member, The Better Than Ezra (BTE) Foundation
 - committed to raising funds to support the renewal of structural and cultural heritage as well as education in New Orleans and South Louisiana. The Better Than Ezra Foundation has raised over \$1,055,000 for various causes in and around New Orleans.
 - Events: Ezra Open (annual charity golf tournament) co-produced with Harrah's Entertainment (2001–present)

Eddie Pearce

Pilgrimage Role: Production Director

Production Experience:

- Pyramid Audio Productions, Inc. (New Orleans)
- Family Gras (Metairie, LA)
- Louisiana Jazz & Heritage Festival
- Make It Right – Hyatt Hotel (artist advance and stage production)
- New Orleans Saints Superbowl Victory Party
- G-12 Summit

HUKA Entertainment

Pilgrimage Role: Production Partner

Festival Production Resume includes (but not limited to):

- Hangout Music Festival (Gulf Shores, AL) (2011)
- BUKU Music & Art Project (New Orleans, LA) (2012–present)
- Tortuga Music Festival (Fort Lauderdale, FL) (2013–present)
- Pemberton Music Festival (Pemberton, British Columbia, Canada) (2014–present)
-

Concert Production Resume includes (but not limited to):

- | | |
|-----------------|------------------|
| • PAUL SIMON | • ERIC CHURCH |
| • STEVIE WONDER | • KENDRICK LAMAR |
| • BON JOVI | • JACK WHITE |
| • JIMMY BUFFETT | • DAVID GUETTA |
| • TOM PETTY | • FOO FIGHTERS |
| • KENNY CHESNEY | • TRAIN |
| • LUKE BRYAN | • SHERYL CROW |



PILGRIMAGE PRODUCTIONS INDUSTRY REFERENCES

Huston Powell
Promoter, C3 Presents (Lollapalooza, Austin City Limits)
Austin, Texas
(512) 478-7211
hpowell@c3presents.com

Coleman Sisson
Chairman & CEO
BubbleUp! Digital Media and Marketing Agency (Margaritaville.com)
Houston, Texas
coleman@margaritaville.com

Shanna Cate
Planning & Development Manager
Tarrant Regional Water District
Fort Worth, Texas
817-698-0700
Shanna.Cate@trinityrivervision.org

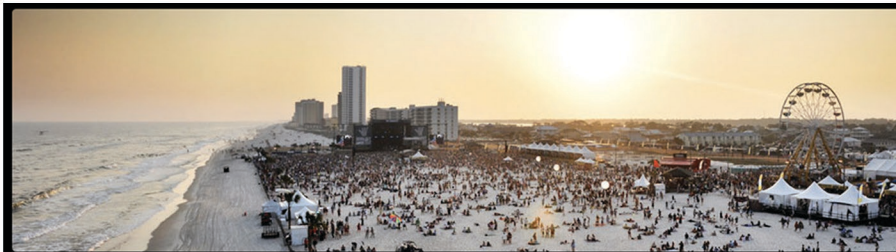
HARLINSDALE
★ FARM ★

PILGRIMAGE

MUSIC & CULTURAL
Festival

FRANKLIN,
★ TENNESSEE ★

PILGRIMAGE PRODUCTION PARTNER: HUKA ENTERTAINMENT FESTIVAL PRODUCTION CREDITS



HANGOUT MUSIC FESTIVAL

Gulf Shores, AL | Established: 2010 | Attendance - 45,000
Awards: Pollstar Award – Festival of the Year 2011

Past Performers:

2013: Tom Petty & The Heartbreakers, Stevie Wonder, Kings of Leon...
2012: Red Hot Chili Peppers, Dave Matthews Band, Jack White...
2011: Foo Fighters, Flaming Lips, Paul Simon, The Black Keys...
2010: Trey Anastasio & TAB, Zac Brown Band, John Legend...

Located on white sandy beaches with a diverse selection of top-touring acts, the award-winning Hangout Music Festival was the first of its kind.



TORTUGA MUSIC FESTIVAL

Fort Lauderdale, FL | Established: 2013 | Attendance - 35,000

Performers:

2014: Luke Bryan, Eric Church, Train, Sheryl Crow, Billy Currington, Slightly Stoopid, Ziggy Marley...
2013: Kenny Chesney, Eric Church, Avett Brothers, Ben Harper, Jake Owen, Lynyrd Skynyrd...

During Tortuga Music Festival, Fort Lauderdale's beach is transformed into an oceanfront music experience, featuring top country, rock and roots artists alongside local culinary delights. Together with the Rock The Ocean Foundation, Tortuga pairs music with meaning by raising awareness about marine conservation and issues affecting the world's oceans.



BUKU MUSIC & ARTS PROJECT

New Orleans, LA | Established: 2012 | Attendance - 25,000

Performers:

2014: The Flaming Lips, David Guetta, Ellie Goulding, Kaskadee, ZEDD, Chromeo, Tyler the Creator, Phantogram, Danny Brown, Explosions in the Sky, Bone Thugs-N- Harmony...
2013: Kid Cudi, Calvin Harris, Primus, Passion Pit, Kendrick Lamar, Public Enemy...
2012: Skrillex, Avicii, Wiz Khalifa, A-Track, Porter Robinson, Diplo...

The BUKU Music + Art Project has established itself as the premier progressive festival in the Gulf Coast region. Known for its intimate location, BUKU's post-industrial setting, on the banks of the Mississippi River fits perfectly with its fusion of EDM, Hip-Hop, indie rock and pop.



PEMBERTON MUSIC FESTIVAL

Pemberton, BC, Canada | Established: 2014 | Attendance - 35,000

Performers:

2014 Music: Nine Inch Nails, Deadmau5, Outkast, Soundgarden, Frank Ocean, Modest Mouse...
2014 Comedy: Trailer Park Boys, Bob Saget, Norm Macdonald, Lisa Lampanelli...

Pemberton Music Festival, the premier music and comedy festival in Western Canada, welcomes a weekend crowd to our picturesque site at the foot of Mount Currie in beautiful Pemberton, British Columbia.



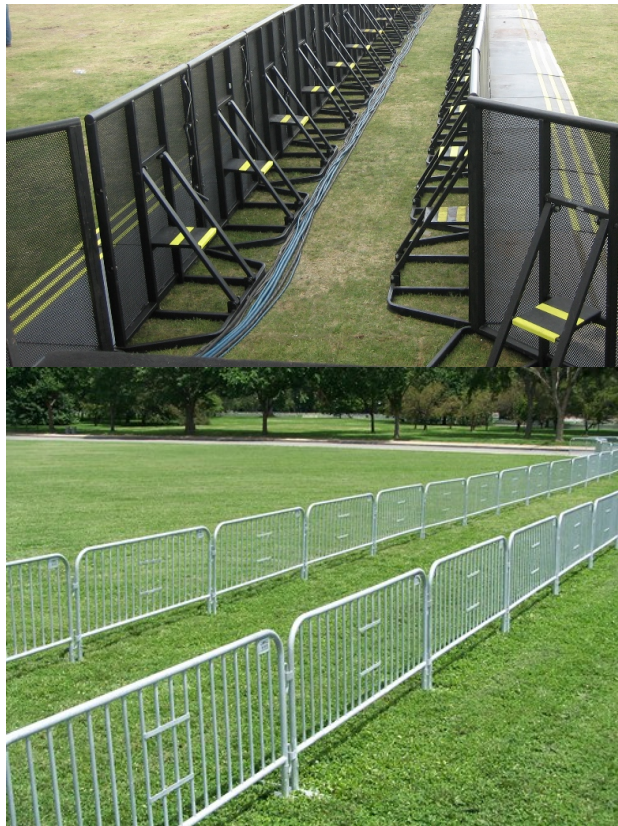
FENCING PLAN FOR HARLINSDALE FARM

Pilgrimage will be installing a 6' chain link fencing around the entire festival and parking areas to prevent wild animals and wild children from accessing the site. This area includes most of Harlinsdale Farm and will run behind the two homesteads on Franklin Road. The fence is shown on the CAD we submitted with the application and with this second submittal.

The fencing will have a black colored geotextile material (scrim) that will serve to obscure any viewing in and out of the event and serve to deter people collecting at any point on the fence line.

The fence line will be manned by security personnel at strategic points on the perimeter and will have radio contact with event management in the event there was a incident.

The interior fencing of the event will consist of the 6' scrimmed fencing identified above for backstage areas, concert barricade (Mojo barricade) for stagefronts and bicycle barricade (interlocking with vertical galvanized steel pickets) around sounds positions and food and beverage locations.





ALCOHOL SERVICE AND SAFETY PLAN

Pilgrimage will fully comply with the City of Franklin Municipal Code Beer Laws at all times, as well as the rules and regulations of the State of Tennessee regarding spirits and wine. Hours of operation, legal age, handling and service of beverages, servings per person, avoiding intoxication, sanitary handling, temperature control, and purchasing are areas in which the promoter has considerable experience and where the application of judicious and professional practices will be employed. The promoter will also provide for a safe driving program and will make taxi service available.

Pilgrimage will hire professional, of-age servers to service alcoholic beverages and they will be trained to look for signs of intoxication to deny service to any individuals who appear intoxicated. Pilgrimage Productions will offer an alcohol sales training program regarding alcohol sales management, specifically the sale of alcohol to minors.

Our goal is to create a safe environment where patrons will feel free to enjoy themselves with a selection of fine regional and national beverages, while promoting responsible consumption and safe transportation alternatives.

Please see MANAGING ALCOHOL SALES addendum by City of Franklin Beer Board.

MANAGING ALCOHOL SALES

The City of Franklin Beer Board requires every Beer Permit holder to provide information in its application about whether the permit holder has a training program for employees regarding “alcohol sales management”, specifically, the sale of alcohol to minors. The privilege of selling alcoholic beverages is a serious responsibility. The owner and operator shall be held strictly accountable for any actions of his employees that violate any of provisions of the City of Franklin Municipal Code.

In the event that your company does not have an official training program, we have compiled some information to educate you and your employees on managing alcohol sales.

Prohibited Conduct

Alcoholic beverages may not be sold to anyone under 21 years of age.

Alcoholic beverages may not be sold to intoxicated persons.

Alcoholic beverages may not be sold to someone you suspect is buying it for underage people.

Alcoholic beverages may not be sold or consumed between the hours of

3:00 AM – 6:00 AM on weekdays or between the hours of 3:00 AM and 12:00 PM on Sunday.

(Restaurants only may serve on premises only beginning at 10:00 AM)

Checking Identification

If someone does not clearly appear to be 21 years old, ask for, look at and read their identification. If there is any question about the age or the form of identification, do not sell alcoholic beverages to that person.

Forms of identification that should be used are (1) A valid driver’s license
(2) A State issued photo ID.

Check the identification to make sure there have not been any alterations of any kind, especially to the date of birth, such as any erasures, type style that does not match, or damaged paper surfaces. Also check for signs of altered signature. Compare the photo on the identification and the physical characteristics shown on the identification.

Check for counterfeit drivers licenses. They are completely different from the actual license; however they are designed to look like the valid state license.

Possible actions to take

If the ID proves the customer to be underage or there is a doubt about legally selling to this person, it is best to move the product out of reach and sight of the customer and explain why you cannot legally sell the product with something like “I’m sorry, but the law says I cannot sell you alcohol if you appear to be (underage), (intoxicated), (using false ID), etc.

Stay in control. This will show the offender, as well as other customers, that you know what to do and you are in control.

Police may be needed in some cases. If the customer becomes violent and/or makes threats, call 911 for the police.



INCLEMENT WEATHER PLAN

1. Weather Watcher: Designate a person or persons to monitor lightning and severe weather each day
 - a. Weather watcher reviews available forecasts. NWS Advisories, Watches and Warnings can be monitored at www.weather.gov/fwd. Thunderstorm and severe weather forecasts are also online at www.spc.noaa.gov.
 - i. A “Watch” indicates that conditions are favorable for severe weather to develop
 - ii. A “Warning” means that severe weather has been detected and may be imminent to the locale
 - b. If the Weather Watcher has questions about the storm, contact the National Weather Service in Nashville at 615-754-8500.
 - c. Weather Watcher notifies staff when hazardous weather is imminent via District Radios
 - d. Weather Watcher and other staff use available tools to monitor weather
 - i. Internet: www.weather.gov/fwd
 - ii. NWS Twitter Feed @NWSNashville
 - iii. On-site lightning detector
 - iv. Smartphone application: LightningFinder
 - v. Flash-to-bang rule: The observer begins counting once sighting a lightning flash. Counting is stopped at the sound of related thunder. (5 seconds = 1 mile; 50 seconds = 10 miles, etc.)
 - e. If a severe thunderstorm warning or tornado watch is in effect: A watch indicates that conditions are favorable for severe weather to develop. The weather watcher will communicate this information to the venue management, indicating that the thunderstorm may be imminent. Vital information to be shared will include the threats with the storms and the time that the warning is in effect until. If the threat is imminent, an evacuation of the venue will take place.
2. Threat Level 1: Lightning detected within 30 miles
 - a. Weather watcher notifies promoter and staff
 - b. If it appears the thunderstorm is moving toward the site (Harlinsdale Farm), or if a more organized thunderstorm or cluster of thunderstorms (supercells, squall lines, bow echoes) are headed for the site, a 30-minute lead time or more should be considered for protective actions. The weather watcher should attempt to estimate the speed and direction of the storm movement to determine when it will enter a 6 mile radius of the location.



- c. Protective actions
 - i. Notify the public of the lightning threat with the following announcement: “May I have your attention for a weather awareness announcement. We are currently monitoring storms and lightning in the region. They are approximately 30 miles away, so continue having a good time. If the storms approach, we would first ask you to remain vigilant. The second step, should the lightning continue to approach, would be to close the entire venue and ask you to return to your vehicle or (designated structure) for safety. If we are unable to reopen the grounds due to weather, hang on to your wristbands because they will be honored at next year’s Pilgrimage Music & Cultural Festival. Consider gaining access to predetermined shelter.
- 3. Threat Level 2: Lightning detected within 12 miles and approaching; OR lightning detected in an approaching line within 12 miles: OR calculation indicates lightning within 10 miles within 30 minutes
 - a. Weather watcher notifies promoter and staff
 - b. Protective actions
 - i. Notify the public of the lightning threat with the following announcement: “May I have your attention for a weather-related announcement. The storms to the (*state direction*) have continued to approach. The next step, should the lightning continue to approach, would be to close the entire venue and ask you to return to your vehicle or (designated structure) for safety. If that happens, hang on to your wristbands because they will be honored at next year’s Pilgrimage Music & Cultural Festival.
- 4. Threat Level 3: Lightning detected within 8 miles and approaching; OR lightning detected in an approaching line within 8 miles; OR calculation indicates lightning within 6 miles within 30 minutes
 - a. Weather watcher notifies promoter and staff



b. Protective actions

- i. Notify the public of the lightning threat with the following announcement: "May I have your attention for an emergency announcement. Lightning is in the vicinity of Harlinsdale Farm. Please evacuate the venue by returning to your vehicles (and designated structures) in an orderly fashion. Your wristbands will be honored at next year's Pilgrimage Music & Cultural Festival."
- ii. Close the facilities that do not provide shelter (identify appropriate shelter). No place outside is safe if lightning is in the vicinity. Partially enclosed vending areas and picnic shelters are not safe. If a substantial building is not available, fully enclosed motor vehicles can provide shelter as long as occupants do not touch metal framework during the thunderstorm. If no protection from lightning is available, direct patrons to stay away from the tallest objects (flag poles, light poles), metal objects (fences or bleachers), standing pools of water, and open areas.
- iii. Implement predetermined evacuation plans
- iv. Ensure staff takes action to protect themselves

5. Lightning Injury Response

- a. Ensure scene safety (victims do not carry an electrical charge and can be touched)
- b. Follow local protocols for trauma injury and triage. If necessary, safe, and appropriate, move the victim to a safe place away from the threat of another lightning strike
- c. Summon an ambulance as needed according to local protocols
- d. CPR and/or AED may be necessary
- e. Heart irregularities, shock, or sudden loss of consciousness are possible. Keep the conscious victim calm and monitor closely

6. All Clear: The weather watcher will continue to monitor the proximity of thunderstorms and utilize local observations to make an informed decision, determining the appropriate time to recommend reopening outdoor facilities. Management may then allow for normal activities to resume after 30 minutes of no detected lightning strikes within a 10-mile radius of the site. Notify the public that outdoor activities can resume.
7. After the Event: The weather watcher will remain on duty until post-event operations come to an end. A review of the weather's impact on event operations and the effectiveness of the safety plan will occur between the weather watcher and venue management.



UPDATED TRAFFIC AND PARKING PLAN SUMMARY

VEHICLE AND FOOT TRAFFIC (EST.)

Type	15,000 visitors
Bicycle	500
Pedestrian	2000
Vehicles (based on average of 2.8 people)	4465

On-site parking

1500 cars can be parked in three separate lots, designated on pre-purchased VIP parking passes in Lots 1, 2, and 3, with 500 spaces in each lot.

ADA parking will be available in Lot 1.

The parking lots will have generator-powered industrial lighting for safe driving after the event.

Off-site parking

2,665 (at 15,000 attending) vehicles to be parked in city, private, school, church and retail locations. Next steps include discussions with available locations identified on the attached map (p. 17) to determine arrangements specific to those locations. The proximity of these locations will determine if a walking route or shuttle will be designated.

Traffic and Off-site Parking Study

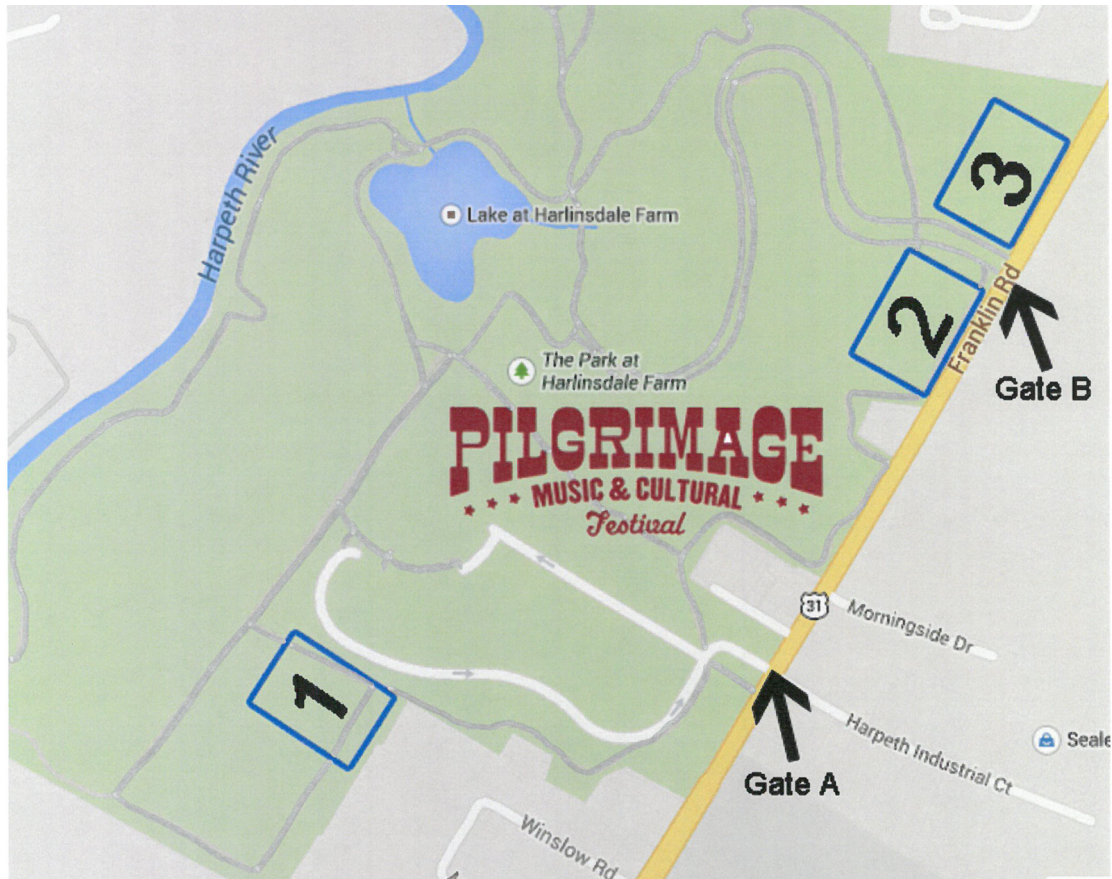
We have commissioned the services of Franklin-based traffic Gillian Fischbach to determine the safest and most efficient way to manage the vehicles, pedestrians and bicycles that will access Harlinsdale Farm as well as normal weekend traffic in the area. Please see Letter of Proposal by Fischbach Transportation Group attached (p.19–20).

Event Access/Ingress and Egress

Please see the attached plan that details the ingress and egress into the festival (p. 21), which we will have manned by uniformed officers as well as Pilgrimage staff to safely conduct operations. We plan to reach out to retail, school and church lots within the area to arrange event parking and shuttle service. This is being done in conjunction with our traffic study and will be issued in an upcoming report.



FESTIVAL PARKING ONSITE



Lot A (VIP/ADA parking): 500 spaces

Lot B (VIP): 500 spaces

Lot C (VIP): 500 spaces

TOTAL ONSITE PARKING: 1500 spaces

All onsite parking will be reserved for ADA patrons and those who have purchased a VIP weekend ticket. All patron vehicles will be required to leave the farm premises by 10pm each evening after the day's conclusion. Clear signage will indicate that no overnight camping is permitted. Parking attendants will patrol the lots into the evening to enforce this rule.

**HARLINSDALE
★ FARM ★**

PILGRIMAGE

★ ★ ★ MUSIC & CULTURAL ★ ★ ★
Festival

**FRANKLIN,
★ TENNESSEE ★**

FESTIVAL PARKING OFFSITE



PROSPECTIVE REMOTE PARKING WITH SHUTTLE TRANSPORTATION

PARK AND WALK LOTS (number of spaces)

1. The Factory (Sunday only) (1000 spaces)
2. Franklin Church of Christ (Saturday only)
3. Liberty Elementary School

PARK AND SHUTTLE LOTS

4. Franklin High School
5. Columbia State Community College
6. First United Methodist Church
7. The Church of Latter Day Saints (Saturday only)
8. Brownland Farms
9. Christ Community Church (300)
10. Pinkerton Park

Pilgrimage Music & Cultural Festival encourages access to Harlinsdale Farm by foot, bicycle and shuttle wherever possible. Pilgrimage will reach out to the owners and managers of these lots to confirm availability and make arrangements.



ADDITIONAL OFFSITE PARKING INFORMATION

Our goal is to produce an offsite-parking plan with clear signage to suggested routes, to impact Franklin weekend traffic as minimally as possible. We have commissioned a traffic study and parking plan from FTG, LLC, a Franklin-based traffic consultant.

We are working with entities in Franklin and Cool Springs to secure sufficient off-site parking with frequent shuttle service to and from Harlinsdale Farm.

Each designated shuttle stop will have a manned 10 X 10 tent with a numbered flag to provide a point of reference for patrons to remind them of where they parked. The shuttle stops will not have Porto lets due to the risk of vandalism. Shuttle vehicles will have an individual load capacity of 25-30 passengers.

RESPONSIBILITIES

Based on previous events, the following is a list of responsibilities for Pilgrimage Staff and City of Franklin:

Pilgrimage Staff:

- Obtain parking areas for the event
- Arrange patterns of internal circulation within the areas and coordinate with external access arrangements
- Assist in providing direction and guidance to parking areas
- Provide transportation between parking areas and Harlinsdale Farms
- Develop staging areas for shuttle passenger loading/unloading
- Obtain any necessary permits from TDOT and the City of Franklin
- With FTG and the City of Franklin, develop a traffic control device plan including specifics of placement, messages and means of implementation.

City of Franklin:

- Assist in developing the traffic control device plan and give final approval
- Pilgrimage will hire the necessary Police staff to provide traffic control
- Approve the traffic management plan and provide guidance as needed
- City Street Department shall install temporary NO PARKING ANYTIME signage where deemed necessary at Pilgrimage's expense.

ELECTRONIC SIGNS

We will work with TDOT and City of Franklin to secure electronic signs on roads to direct traffic and indicate offsite parking lots. Our goal is to ensure clear direction, communication and organization of traffic throughout the duration of the festival.

F i s c h b a c h
Transportation Group, LLC

Traffic Engineering and Planning

Ms. Gillian L. Fischbach, P.E., PTOE, President

October 9, 2014

Mr. Brandt Wood
Woodhouse, LLC
Dallas, TX

Dear Brandt:

On behalf of Fischbach Transportation Group (FTG, LLC), I am pleased to submit a proposal for preparing traffic engineering and planning services for the Pilgrimage Music & Cultural Festival that is planned for September 26-27, 2015 at Harlinsdale Farm in Franklin, Tennessee.

With this letter, I am including an agreement that includes a proposed scope of services, as well as a proposed schedule and compensation for completing the scope of services. Please contact me if you have any questions about these materials.

Sincerely,



Ms. Gillian L. Fischbach, P.E., PTOE
President

Attachment A - Schedule of Services

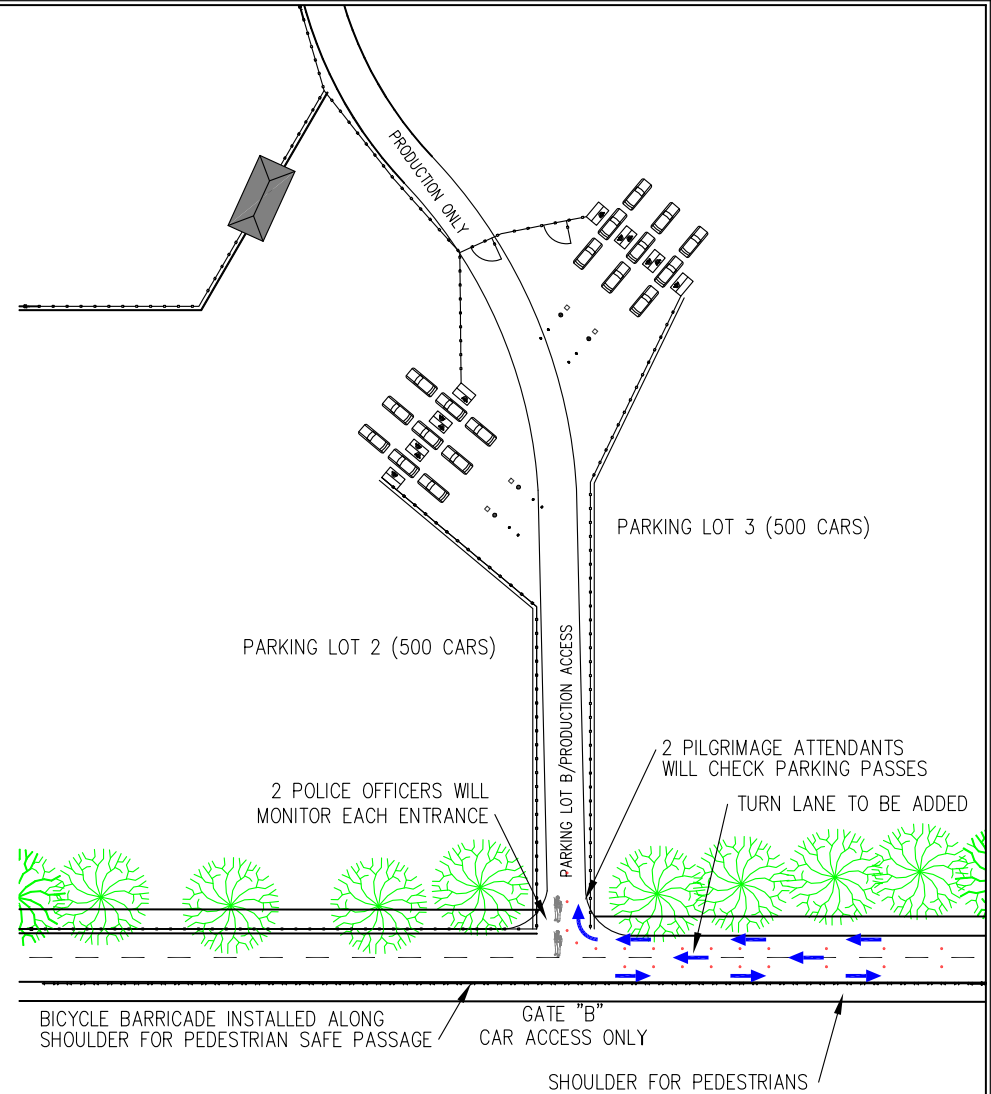
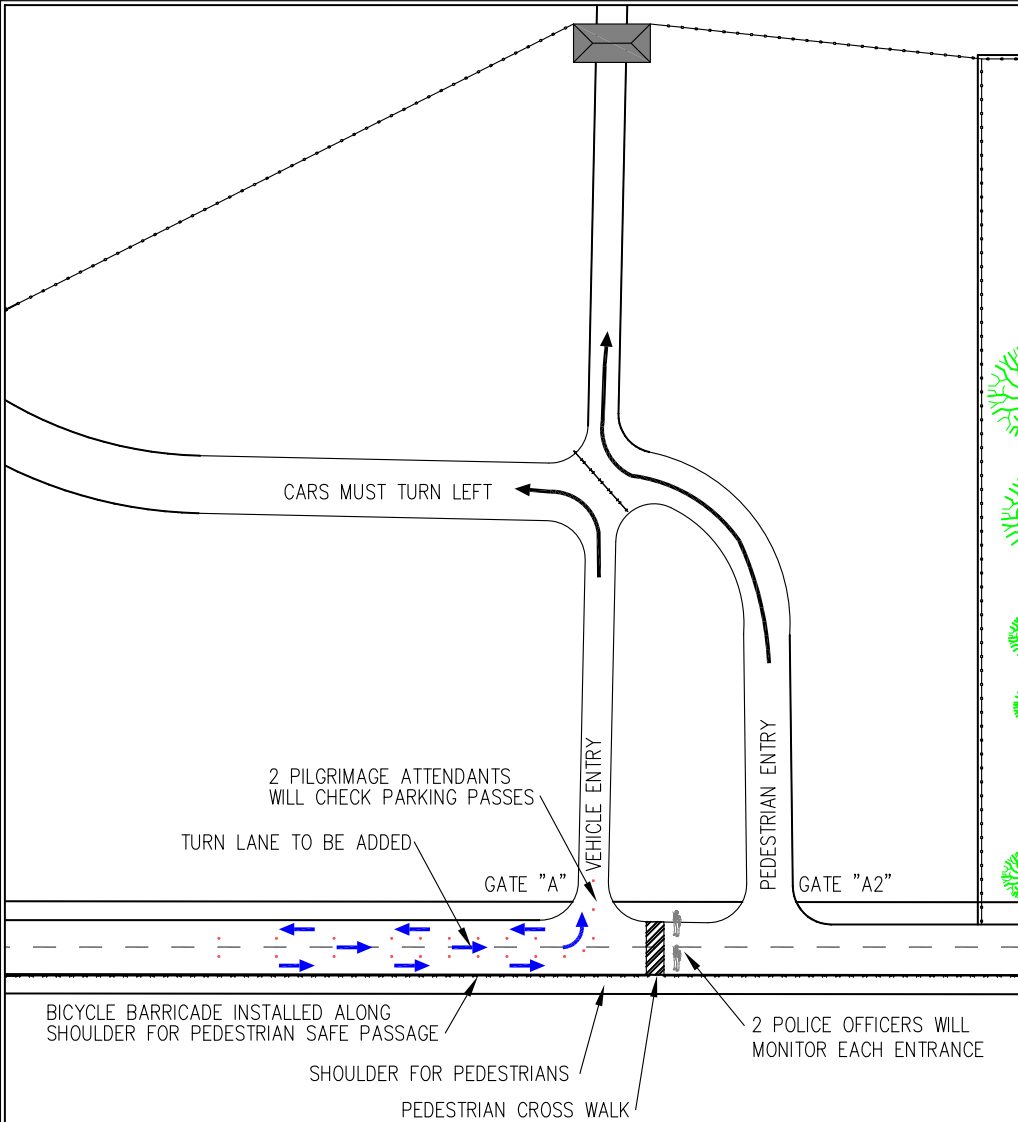
Fischbach Transportation Group (FTG, LLC) will assist Woodhouse, LLC for the event application for Pilgrimage Music & Cultural Festival, which is planned for September 26-27, 2015 at Harlinsdale Farm in Franklin, TN. Specifically, FTG, LLC will review the traffic and parking plans that have been prepared for the festival. Also, FTG, LLC will provide traffic and parking recommendations that will facilitate safe and efficient event operations.

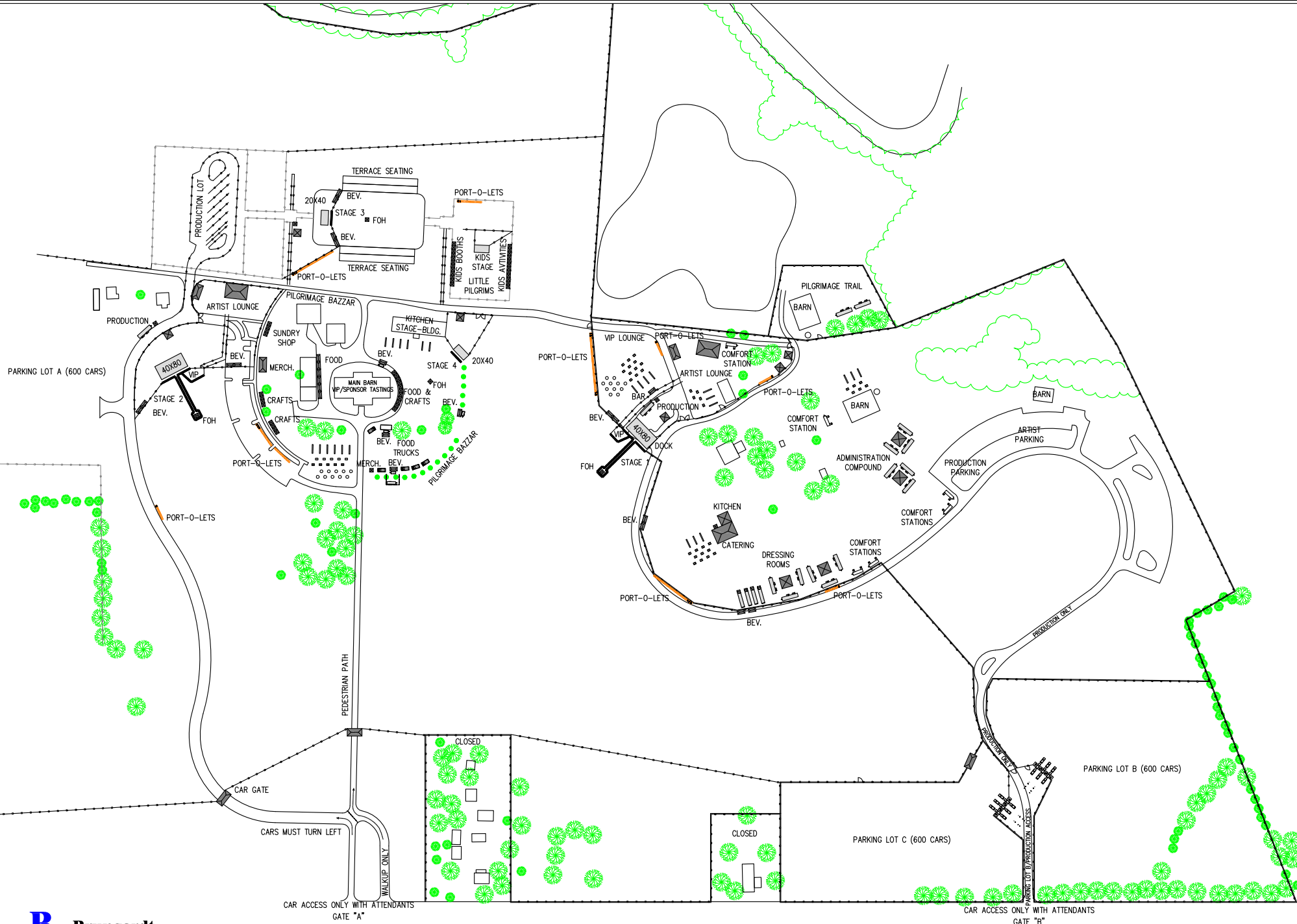
Attachment B - Schedule of Services

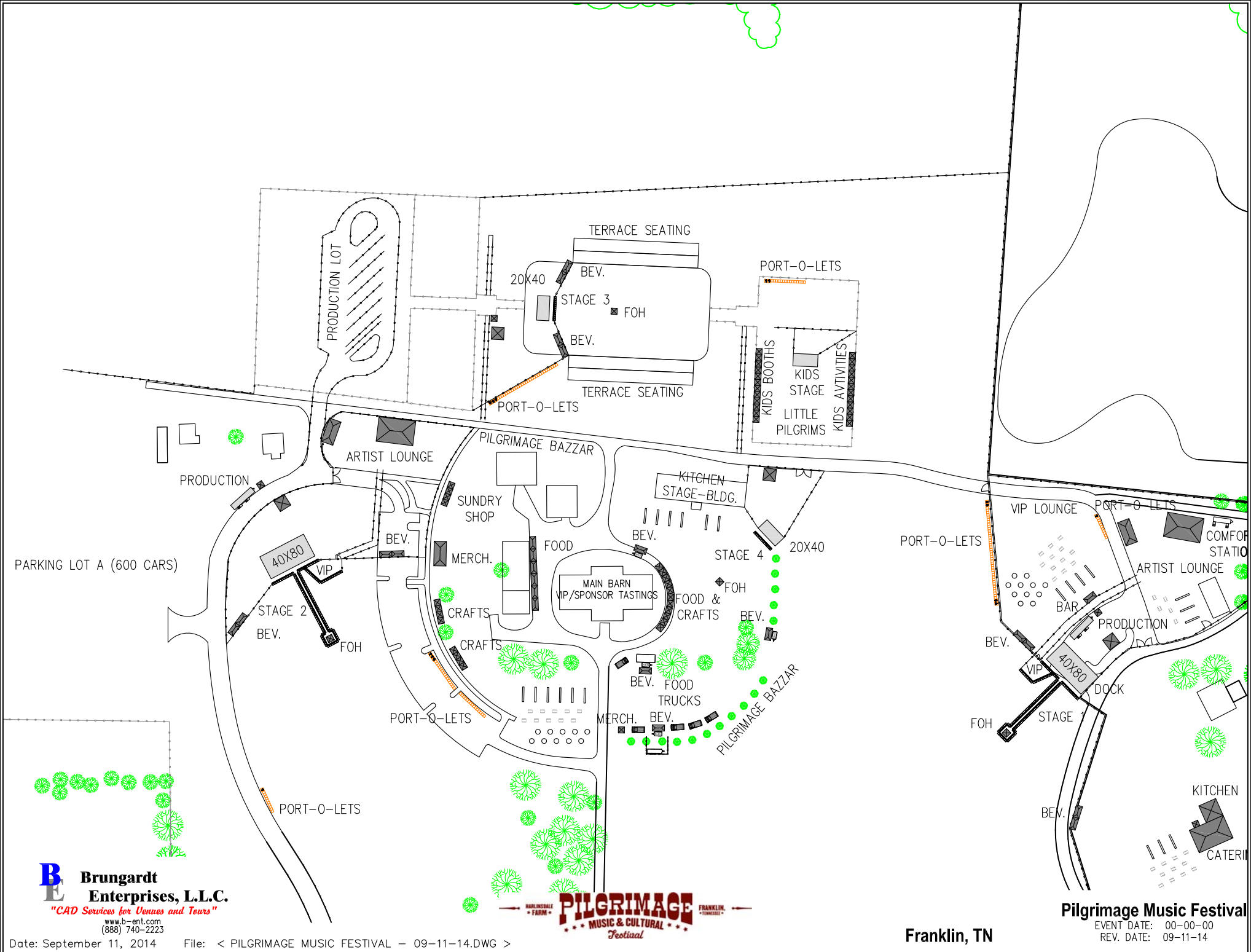
Upon receiving a notice to proceed, Fischbach Transportation Group (FTG, LLC) will complete the scope of services for the study, as outlined in Attachment A, as needed through December 31, 2014.

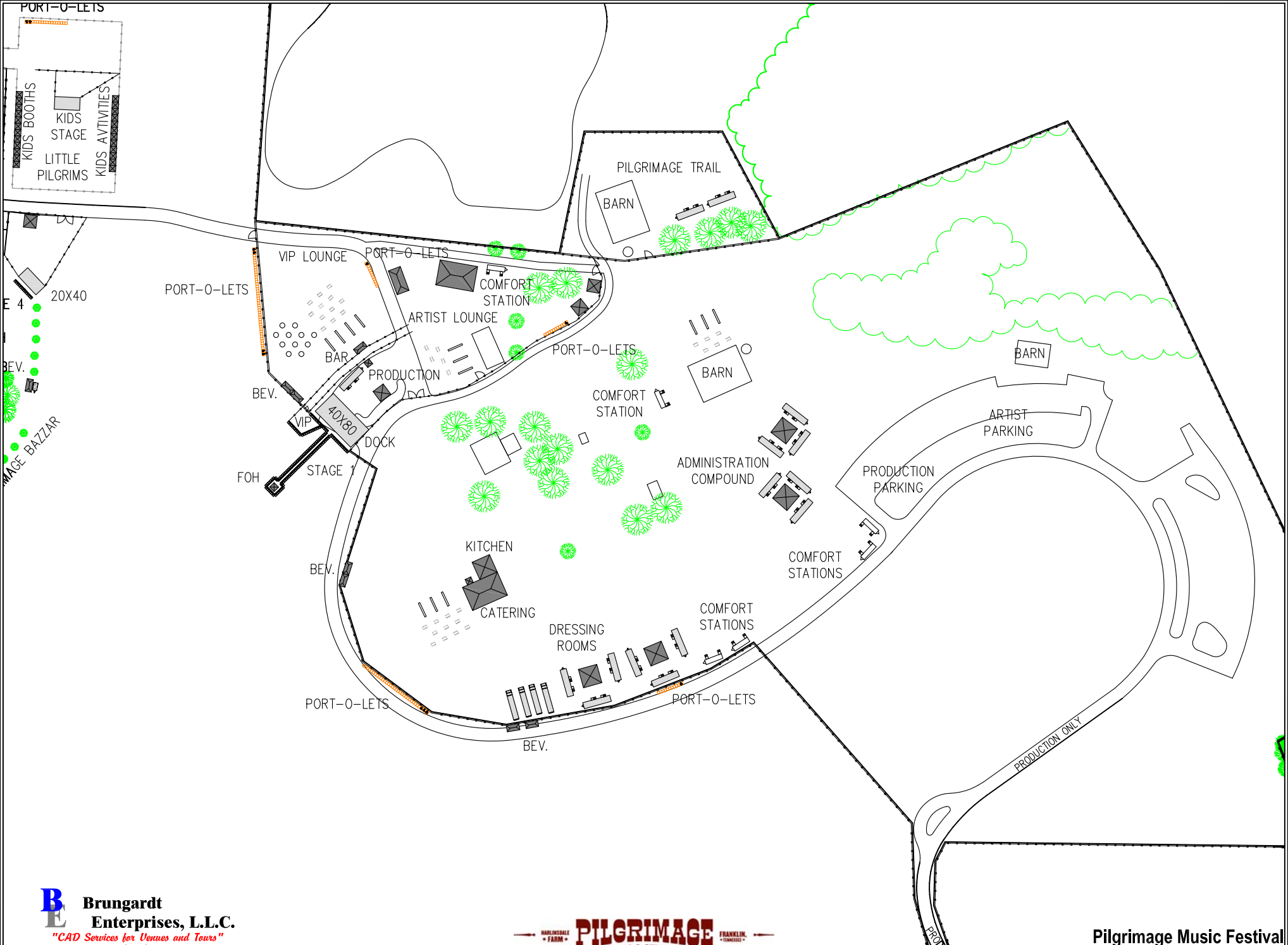
Attachment C - Compensation

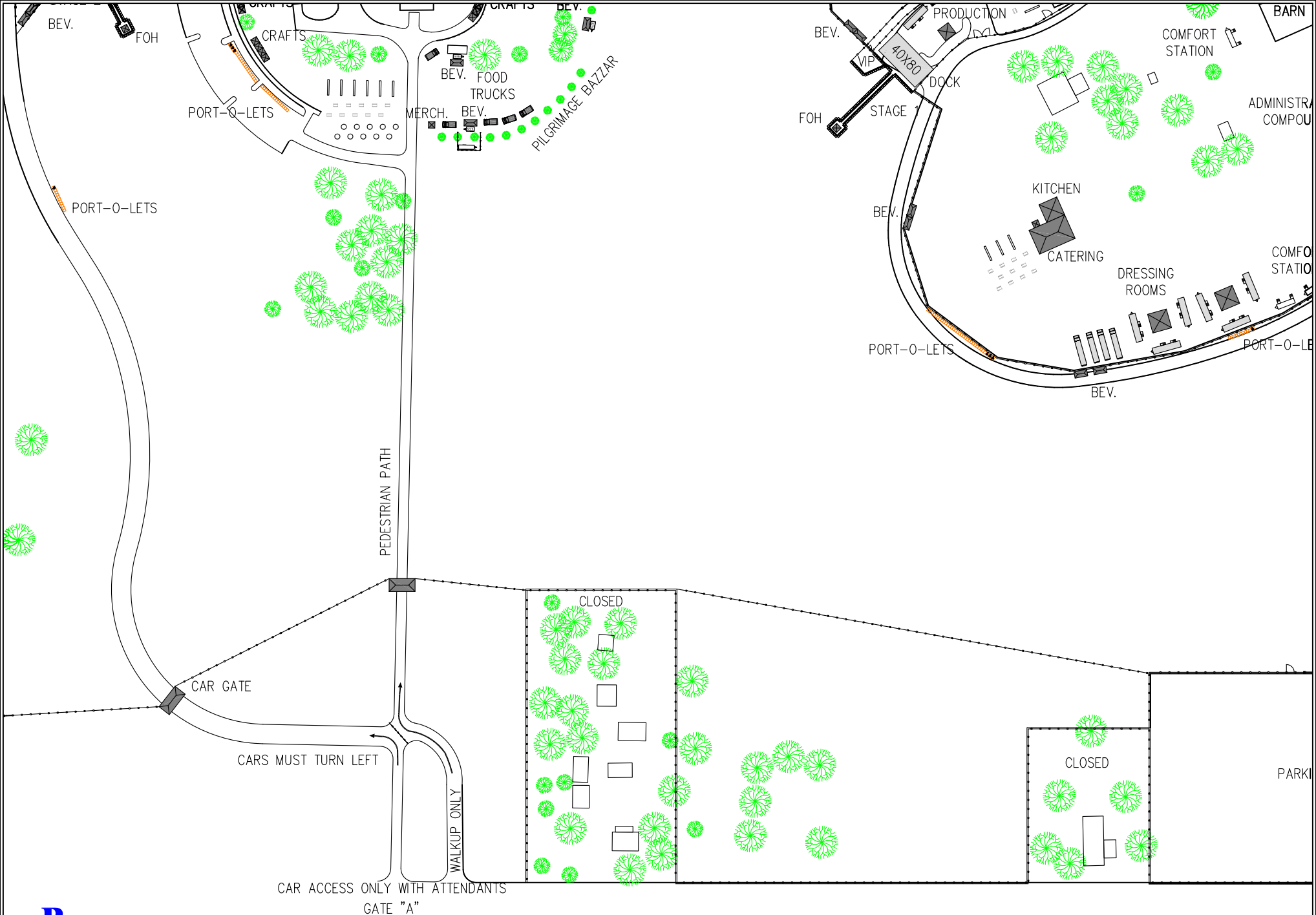
The fee for completing the scope of services for the proposed traffic engineering and planning services will be billed on an hourly basis at a rate of \$125.00 per hour. For budgeting purposes, FTG, LLC estimates 24.0 hours of services, for a fee of **\$3,000.00**. Compensation for additional services beyond 24.0 hours will be negotiated before services are rendered.

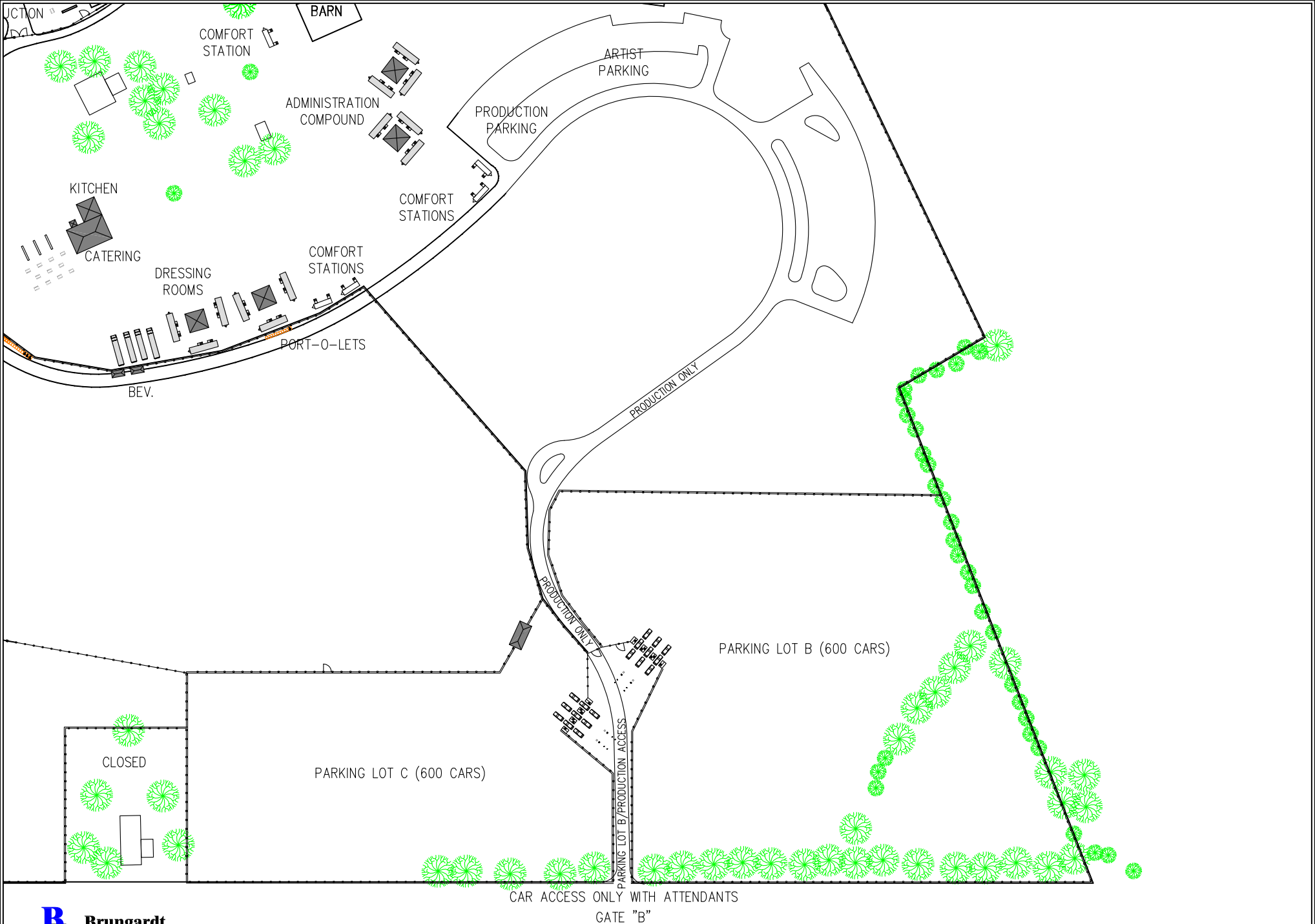














PILGRIMAGE COMMUNICATION PLAN

A communication plan is essential to the safe and efficient operation of Pilgrimage Music & Cultural Festival and in and around the community of Franklin. Below is an outline of internal and external communications:

INTERNAL NOTIFICATIONS

A handheld radio system will be utilized with dedicated channels for Pilgrimage staff and emergency services to communicate operational updates including inclement weather status and response and any other emergencies. All radio communications will comply in accordance with FCC regulations.

Loudspeaker systems on the stages will serve as the public address system where important announcements and notifications will be made.

EXTERNAL NOTIFICATIONS

Residents of Franklin

A Good Neighbor letter will be distributed to residents in close proximity to the Park at Harlinsdale to inform them of the event well in advance. A Pilgrimage Productions representative will also attend a neighborhood association meeting in the first quarter of 2015 to address questions or concerns.

Area Businesses

Merchants will receive the good neighbor letter as well as festival and parking details in advance in cooperation with the Downtown Franklin Association. A Pilgrimage Productions representative will also attend a merchant association meeting in the first quarter of 2015 to address any questions or concerns.

Ticket-Holders

All patrons purchasing advance tickets will receive ticketing information at their email addresses to notify them of parking information relevant to their ticket purchase (onsite for VIP ticket-holders and offsite for GA ticket-holders), including directions from major transportation corridors and a current list of "do's and don'ts" for the festival.

Each morning of the festival, reminder emails will be sent to ticket-holders with information about parking, transportation, weather and other important updates.



INCLEMENT WEATHER PLAN

1. Weather Watcher: Designate a person or persons to monitor lightning and severe weather each day
 - a. Weather watcher reviews available forecasts. NWS Advisories, Watches and Warnings can be monitored at www.weather.gov/fwd. Thunderstorm and severe weather forecasts are also online at www.spc.noaa.gov.
 - i. A “Watch” indicates that conditions are favorable for severe weather to develop
 - ii. A “Warning” means that severe weather has been detected and may be imminent to the locale
 - b. If the Weather Watcher has questions about the storm, contact the National Weather Service in Nashville at 615-754-8500.
 - c. Weather Watcher notifies staff when hazardous weather is imminent via District Radios
 - d. Weather Watcher and other staff use available tools to monitor weather
 - i. Internet: www.weather.gov/fwd
 - ii. NWS Twitter Feed @NWSNashville
 - iii. On-site lightning detector
 - iv. Smartphone application: LightningFinder
 - v. Flash-to-bang rule: The observer begins counting once sighting a lightning flash. Counting is stopped at the sound of related thunder. (5 seconds = 1 mile; 50 seconds = 10 miles, etc.)
 - e. If a severe thunderstorm warning or tornado watch is in effect: A watch indicates that conditions are favorable for severe weather to develop. The weather watcher will communicate this information to the venue management, indicating that the thunderstorm may be imminent. Vital information to be shared will include the threats with the storms and the time that the warning is in effect until. If the threat is imminent, an evacuation of the venue will take place.
2. Threat Level 1: Lightning detected within 30 miles
 - a. Weather watcher notifies promoter and staff
 - b. If it appears the thunderstorm is moving toward the site (The Park at Harlinsdale), or if a more organized thunderstorm or cluster of thunderstorms (supercells, squall lines, bow echoes) are headed for the site, a 30-minute lead time or more should be considered



for protective actions. The weather watcher should attempt to estimate the speed and direction of the storm movement to determine when it will enter a 6 mile radius of the location.

c. Protective actions

- i. Notify the public of the lightning threat with the following announcement: "May I have your attention for a weather awareness announcement. We are currently monitoring storms and lightning in the region. They are approximately 30 miles away, so continue having a good time. If the storms approach, we would first ask you to remain vigilant. The second step, should the lightning continue to approach, would be to close the entire venue and ask you to return to your vehicle or The Factory* across Franklin Road for safety. If we are unable to reopen the grounds due to weather, hang on to your wristbands because they will be honored at next year's Pilgrimage Music & Cultural Festival."

3. Threat Level 2: Lightning detected within 12 miles and approaching; OR lightning detected in an approaching line within 12 miles: OR calculation indicates lightning within 10 miles within 30 minutes

a. Weather watcher notifies promoter and staff

b. Protective actions

- i. Notify the public of the lightning threat with the following announcement: "May I have your attention for a weather-related announcement. The storms to the *(state direction)* have continued to approach. The next step, should the lightning continue to approach, would be to close the entire venue and ask you to return to your vehicle or The Factory* across Franklin Road for safety. If that happens, hang on to your wristbands because they will be honored at next year's Pilgrimage Music & Cultural Festival."



4. Threat Level 3: Lightning detected within 8 miles and approaching; OR lightning detected in an approaching line within 8 miles; OR calculation indicates lightning within 6 miles within 30 minutes
 - a. Weather watcher notifies promoter and staff
 - b. Protective actions
 - i. Notify the public of the lightning threat with the following announcement: "May I have your attention for an emergency announcement. Lightning is in the vicinity of The Park at Harlinsdale. Please evacuate the venue by returning to your vehicles or The Factory* across Franklin Road in an orderly fashion. Your wristbands will be honored at next year's Pilgrimage Music & Cultural Festival."
 - ii. Close the facilities that do not provide shelter (identify appropriate shelter). No place outside is safe if lightning is in the vicinity. Partially enclosed vending areas and picnic shelters are not safe. If a substantial building is not available, fully enclosed motor vehicles can provide shelter as long as occupants to not touch metal framework during the thunderstorm. If no protection from lightning is available, direct patrons to stay away from the tallest objects (flag poles, light poles), metal objects (fences or bleachers), standing pools of water, and open areas.
 - iii. Implement predetermined evacuation plans
 - iv. Ensure staff takes action to protect themselves
5. Lightning Injury Response
 - a. Ensure scene safety (victims do not carry an electrical charge and can be touched)
 - b. Follow local protocols for trauma injury and triage. If necessary, safe, and appropriate, move the victim to a safe place away from the threat of another lightning strike
 - c. Summon an ambulance as needed according to local protocols
 - d. CPR and/or AED may be necessary
 - e. Heart irregularities, shock, or sudden loss of consciousness are possible. Keep the conscious victim calm and monitor closely
6. All Clear: The weather watcher will continue to monitor the proximity of thunderstorms and utilize local observations to make an informed decision,



determining the appropriate time to recommend reopening outdoor facilities. Management may then allow for normal activities to resume after 30 minutes of no detected lightning strikes within a 10-mile radius of the site. Notify the public that outdoor activities can resume.

7. After the Event: The weather watcher will remain on duty until post-event operations come to an end. A review of the weather's impact on event operations and the effectiveness of the safety plan will occur between the weather watcher and venue management.

**Pilgrimage is working with The Factory at Franklin to confirm availability during festival hours. Other prospective shelter locations close to The Park at Harlinsdale have been identified and will be pursued in addition to The Factory at Franklin.*

★ THE PARK AT HARLINSDALE ★
PILGRIMAGE
 ★ ★ ★ MUSIC & CULTURAL ★ ★ ★
Festival

FRANKLIN,
★ TENNESSEE ★

**FESTIVAL PARKING
OFFSITE**



PROSPECTIVE REMOTE PARKING WITH SHUTTLE TRANSPORTATION

PARK AND WALK LOTS (number of spaces)

1. The Factory (Sunday only) (1000 spaces)
2. Franklin Church of Christ (Saturday only)
3. Liberty Elementary School

7. Franklin High School
8. Columbia State Community College
9. Brownland Farms
10. Christ Community Church (300)
11. The Church of Latter Day Saints (Saturday only)
12. Optum

PARK AND SHUTTLE LOTS

4. Pinkerton Park
5. First United Methodist Church
6. Independence Square Shopping Center

Pilgrimage Music & Cultural Festival encourages access to The Park at Harlinsdale by foot, bicycle and shuttle wherever possible. Pilgrimage will reach out to the owners and managers of these lots to confirm availability and make arrangements.

F i s c h b a c h
Transportation Group, LLC
Traffic Engineering and Planning

Traffic Plan

Pilgrimage Music Festival
Harlinsdale Farm on Franklin Road
Franklin, TN

Prepared October 2014

FTG, LLC
P.O. Box 682736
Franklin, TN 37068
(615) 771-8022 phone
Gillian@FTGtraffic.com

Traffic Plan

Pilgrimage Music Festival The Park at Harlinsdale

Franklin, Tennessee

Prepared October 2014

PREPARED FOR:

W. Brandt Wood
Partner
Pilgrimage Productions, LLC
PO Box 570
Franklin, TN 37065

PREPARED BY:

Ms. Gillian L. Fischbach, P.E., PTOE
Fischbach Transportation Group (FTG, LLC)
P.O. Box 682736
Franklin, TN 37068
Phone: (615) 771-8022
FTG Project Number: 10628

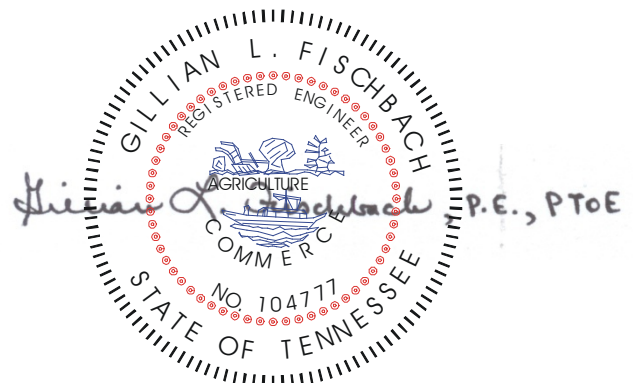
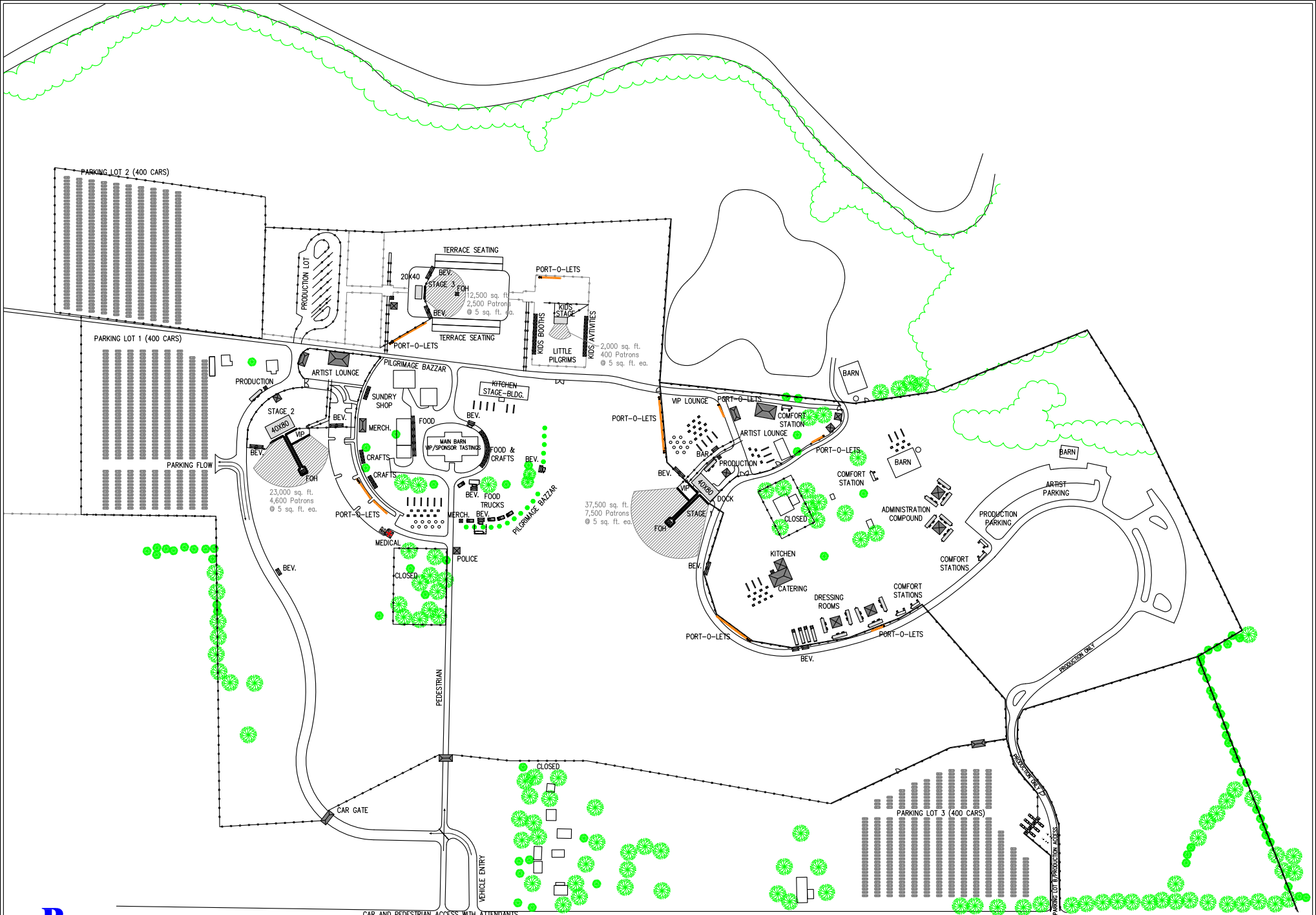


Table of Contents

1.	INTRODUCTION	3
	FIGURE 1. LOCATION OF THE PROJECT SITE	4
2.	ON-SITE VEHICLES, OFF-SITE VEHICLES, HOURLY DEMAND	5
2.1	ESTIMATE OF THE NUMBER TICKET-HOLDERS	5
2.2	ESTIMATE OF THE NUMBER OF VEHICLES	5
2.3	ESTIMATE OF ON-SITE AND OFF-SITE PARKING REQUIREMENTS	5
2.4	ESTIMATE OF HOURLY DEMAND	6
3.	ON-SITE PARKING	8
3.1	ESTIMATE OF THE TICKET-HOLDERS EXPECTED TO USE EACH GATE	8
3.2	CREDENTIALING OF VIP TICKET-HOLDERS, ARTISTS, AND VENDORS	8
	FIGURE 2. LOCATIONS OF ON-SITE PARKING LOTS	9
3.3	ALTERNATIVE PARKING IN THE EVENT OF RAIN	10
4.	PUBLIC PARKING DOWNTOWN	11
4.1	OPPORTUNITIES TO USE ON-STREET PARKING AND SURFACE PARKING	11
4.2	OPPORTUNITIES TO USE EXISTING GARAGES	11
4.3	OPPORTUNITIES TO COORDINATE WITH THE TMA GROUP	11
5.	OTHER OFF-SITE PARKING	13
5.1	OPPORTUNITIES FOR OFF-SITE PARKING	13
5.2	NUMBER AND FREQUENCY OF SHUTTLES FROM OFF-SITE PARKING	17
6.	COMMUNICATION WITH TICKET-HOLDERS	18
6.1	EMAIL	18
6.2	TEXT	18
7.	TURN LANES AND TRAFFIC CONTROL	19
7.1	NEED FOR DEDICATED TURN LANES ON FRANKLIN ROAD	19
7.2	NEED FOR TRAFFIC CONTROL OFFICERS	19
7.3	VARIABLE MESSAGE SIGNS FOR EVENT TRAFFIC	19
	FIGURE 3. TURN LANE CONFIGURATION	20
8.	BICYCLE AND PEDESTRIAN ACCESS	21
8.1	BICYCLE PROMOTION, ON-SITE PARKING, AND PARKING GUARDS	21
8.2	PEDESTRIAN LANES WITH BARRICADES ON FRANKLIN ROAD	21

1. INTRODUCTION

This traffic plan has been prepared for a music festival that is planned at The Park at Harlinsdale on the west side of Franklin Road in Franklin, TN. A site plan for the music festival is shown in [Figure 1](#). Specifically, the music festival will be open to the public 10:00 AM – 7:30 PM on Saturday, September 26 and Sunday, September 27, 2015. Event organizers intend for the 2015 music festival to become an annual event at The Park at Harlinsdale, and industry estimates, parking availability, and access to the venue indicate that a target first-year attendance will be 15,000 ticket-holders per day. Both on-site and off-site parking is planned, and the information in this traffic plan will facilitate safe and efficient traffic operations for festival attendees and regional travelers on the major arterial roadway immediately north of downtown Franklin.



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Date: October 23, 2014

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Franklin, TN

Pilgrimage Music Festival
 EVENT DATE: Sept. 26-27, 2015
 REV. DATE: 10-22-14

2. ON-SITE VEHICLES, OFF-SITE VEHICLES, HOURLY DEMAND

2.1 ESTIMATE OF THE NUMBER TICKET-HOLDERS

Industry estimates suggest that the Pilgrimage Music Festival will attract 15,000 ticket-holders on each day of the two-day event. Festival organizers plan to sell 1,200 of these tickets to VIPs, who will have access to on-site parking, as well as special access to designated lounges and stages. Based on the expected attendance, the number of general ticket-holders and VIP ticket-holders are as shown below.

MAXIMUM NUMBER AND TYPE OF TICKET-HOLDERS

Ticket-Holders / Day	Saturday, September 26	Sunday, September 27
General Ticket-Holders (90%)	13,800 people	13,800 people
VIP Ticket-Holders (10%)	1,200 people	1,200 people
TOTAL (MAXIMUM)	15,000 people	15,000 people

2.2 ESTIMATE OF THE NUMBER OF VEHICLES

For the purposes of this traffic plan and in order to present a conservative analysis, it was assumed that 100% of the ticket-holders will arrive at The Park at Harlinsdale in passenger vehicles. Also, it is important to note that attendees at events such as the proposed music festival typically arrive in vehicles with average vehicle occupancies of 2.3 – 2.7 persons/vehicle. For the purposes of this study, it was assumed that the average vehicle occupancy at the Pilgrimage Music Festival will be **2.5 persons/vehicle**. Based on these assumptions, the numbers of vehicles used by general ticket-holders and VIP ticket-holders are as shown below.

VEHICLES USED BY TICKET-HOLDERS

Ticket-Holders / Day	Saturday, September 26	Sunday, September 27
General Ticket-Holders (90%)	5,520 vehicles	5,520 vehicles
VIP Ticket-Holders (10%)	480 vehicles	480 vehicles
TOTAL	6,000 vehicles	6,000 vehicles

2.3 ESTIMATE OF ON-SITE AND OFF-SITE PARKING REQUIREMENTS

Event organizers plan to allow all VIP ticket-holders to park on-site. In contrast, all general ticket-holders will need to park at off-site parking facilities, based on negotiations with nearby public and private operators.

ON-SITE AND OFF-SITE PARKING REQUIREMENTS

Type of Parking / Day	Saturday, September 26	Sunday, September 27
Off-Site Parking Required	5,520 vehicles	5,520 vehicles
On-Site Parking Required	480 vehicles	480 vehicles
TOTAL	6,000 vehicles	6,000 vehicles

2.4 ESTIMATE OF HOURLY DEMAND

Based on information provided by event organizers about operations at similar events, estimates of the hourly demand for off-site and on-site parking facilities were established. Using the total parking requirements and the hourly demands, the numbers of entering and exiting vehicles each hour were calculated, as shown in the following two tables.

HOURLY DEMAND FOR OFF-SITE PARKING REQUIREMENTS

Hour	ENTERING OFF-SITE LOTS		EXITING OFF-SITE LOTS		CUMULATIVE PARKING AT THE END OF EACH HOUR
	Percentage of Total Entering	Entering Vehicles	Percentage of Total Exiting	Exiting Vehicles	
10:00-11:00 AM	10%	552			552 spaces
11:00-12:00 N	15%	828			1,380 spaces
12:00-1:00 PM	20%	1,104			2,484 spaces
1:00-2:00 PM	20%	1,104			3,588 spaces
2:00-3:00 PM	15%	828	5%	276	4,140 spaces
3:00-4:00 PM	10%	552	5%	276	4,416 spaces
4:00-5:00 PM	5%	276	5%	276	4,416 spaces
5:00-6:00 PM	5%	276	5%	276	4,416 spaces
6:00-7:00 PM	---		10%	552	3,864 spaces
7:00-8:00 PM	---		25%	1,380	2,484 spaces
8:00-9:00 PM	---		30%	1,656	828 spaces
9:00-10:00 PM	---		15%	828	0 spaces
TOTAL	100%	5,520 veh	100%	5,520 veh	

HOURLY DEMAND FOR ON-SITE PARKING REQUIREMENTS

Hour	ENTERING OFF-SITE LOTS		EXITING OFF-SITE LOTS		CUMULATIVE PARKING AT THE END OF EACH HOUR
	Percentage of Total Entering	Entering Vehicles	Percentage of Total Exiting	Exiting Vehicles	
10:00-11:00 AM	10%	48			48 spaces
11:00-12:00 N	15%	72			120 spaces
12:00-1:00 PM	20%	96			216 spaces
1:00-2:00 PM	20%	96			312 spaces
2:00-3:00 PM	15%	72	5%	24	360 spaces
3:00-4:00 PM	10%	48	5%	24	384 spaces
4:00-5:00 PM	5%	24	5%	24	384 spaces
5:00-6:00 PM	5%	24	5%	24	384 spaces
6:00-7:00 PM	---		10%	48	336 spaces
7:00-8:00 PM	---		25%	120	216 spaces
8:00-9:00 PM	---		30%	144	72 spaces
9:00-10:00 PM	---		15%	72	0 spaces
TOTAL	100%	480 veh	100%	480 veh	

3. ON-SITE PARKING

3.1 ESTIMATE OF THE TICKET-HOLDERS EXPECTED TO USE EACH GATE

Event organizers have identified three on-site parking areas, as shown in [Figure 2](#). Gate A (directly opposite Harpeth Industrial Court) will provide access to Lots 1 and 2, each of which will include 400 parking spaces for some artists and vendors, all ticket-holders with ADA parking requirements, and some VIP ticket-holders. Also, Gate B will provide access to Lot 3, which will include 400 parking spaces for some artists and vendors and some VIP ticket-holders. It is important to note that there will be no pay-at-the-gate parking available for general ticket-holders. Based on this information, it would be appropriate to designate the 1,200 parking spaces in these three lots as follows:

ON-SITE PARKING DESIGNATIONS

Location	Gate A		Gate B	TOTAL
User	Lot 1	Lot 2	Lot 3	
Artists	75 spaces	75 spaces	75 spaces	225 spaces
Vendors	75 spaces	75 spaces	75 spaces	225 spaces
ADA ticket-holders	150 spaces	0 spaces	0 spaces	150 spaces
VIP ticket-holders	100 spaces	250 spaces	250 spaces	600 spaces
TOTAL	400 spaces	400 spaces	400 spaces	1,200 spaces

It would be beneficial to provide several roaming golf carts and operators to provide short-distance rides between the on-site parking areas and the various stages, lounges, activity centers, and vendors located around the property. Event organizers plan to have all of the on-site parking lots cleared by 10:00 PM each evening of the music festival.

3.2 CREDENTIALING OF VIP TICKET-HOLDERS, ARTISTS, AND VENDORS

In order to park on-site in Lots 1, 2, or 3, motorists must have appropriate dashboard credentials that will be included with ticket purchases and artist/vendor documentation. Specifically, ticket-holders requiring ADA parking facilities will request specific dashboard credentials at the time of ticket purchase, and these credentials must match state-issued credentials included in the vehicle. Similarly, VIP ticket-holders will automatically receive dashboard credentials with their tickets.



FESTIVAL PARKING ONSITE



Lot 1 (VIP/ADA parking): 400 spaces

Lot 2 (VIP): 400 spaces

Lot 3 (VIP): 400 spaces

TOTAL ONSITE PARKING: 1200 spaces

All onsite parking will be reserved for ADA patrons and those who have purchased a VIP weekend ticket. All patron vehicles will be required to leave the farm premises by 10pm each evening after the day's conclusion. Clear signage will indicate that no overnight camping is permitted. Parking attendants will patrol the lots into the evening to enforce this rule.

3.3 ALTERNATIVE PARKING IN THE EVENT OF RAIN

Much of The Park at Harlinsdale is grassy, and the three designated parking area on-site will be vulnerable in the event of rain. Therefore, consideration should be given to designating one or more of the off-site parking facilities as the rain-day choice (choices) to accommodate parking for artists, vendors, ticket-holders requiring ADA parking facilities, and VIP ticket-holders. Specifically, event organizers will expand an on-site gravel production parking lot to include artists, vendors, and ticket-holders requiring ADA accommodations. In the event of rain, VIP parking will be relocated to nearby facilities such as The Factory and Franklin High School.

4. PUBLIC PARKING DOWNTOWN

4.1 OPPORTUNITIES TO USE ON-STREET PARKING AND SURFACE PARKING

Downtown Franklin is a vibrant residential, retail, and entertainment hub, and a significant amount of on-street, surface lot, and structured parking is available in the downtown area, just a mile from The Park at Harlinsdale. In particular, there are several hundred on-street parking spaces and several hundred more surface lot parking spaces available in the downtown core. However, the retail community in downtown Franklin is open and active during regular business hours on Saturdays and Sundays. Therefore, it is unlikely that a significant amount of on-street parking and/or surface lot parking will be available for general ticket-holders attending the Pilgrimage Music Festival.

Still, because of the proximity of The Park at Harlinsdale to downtown Franklin, it will be important for event planners to communicate plans for the festival, including hours, parking plans, and traffic control on Franklin Road, to the downtown-area merchants and residents. Specifically, it would be advisable to coordinate with the Downtown Franklin Association in an effort to disseminate such information. Contact information for the Downtown Franklin Association is as follows:

Ms. Kristy Williams
Downtown Franklin Association
134 Second Avenue North
Franklin, TN 37064
615.591.8500
kwilliams@historicfranklin.com

4.2 OPPORTUNITIES TO USE EXISTING GARAGES

Although the on-street parking and surface lot parking is likely to be well-used by typical retail traffic in downtown Franklin, the City's two public parking garages in the downtown core are typically under-utilized on weekends. Specifically, the 2nd Avenue Parking Garage and the 4th Avenue Parking Garage each have approximately 250 parking spaces that could be used by festival attendees. Although these are public facilities, it would be appropriate to coordinate usage of these facilities with the City of Franklin and Williamson County so as to ensure availability and coordinate adequate temporary signage.

4.3 OPPORTUNITIES TO COORDINATE WITH THE TMA GROUP

Should the existing parking garages in downtown Franklin be marketed to ticket-holders as appropriate parking options during the music festival, it would be appropriate to coordinate with The TMA Group, which operates the City's existing trolley services. Currently, the trolley operates a route from downtown Franklin to The Factory on

weekdays and Saturdays. However, consideration should be given to coordinating with The TMA Group to provide dedicated trolley routes between the downtown parking garages and The Park at Harlinsdale on both Saturday and Sunday during the music festival. Contact information for the Downtown Franklin Association is as follows:

Ms. Debbie Henry
The TMA Group
708 Columbia Avenue
Franklin, TN 37064
615.790.4005
dhenry@tmagroup.org

If trolley service is provided between the parking garages in downtown Franklin and The Park at Harlinsdale, a drop-off / pick-up location will need to be provided at each of the garages, as well as at The Park at Harlinsdale. Specifically, these locations will need to be designated, marked, and signed on-site, as well as shown on all promotional materials and maps provided to ticket-holders.

5. OTHER OFF-SITE PARKING

5.1 OPPORTUNITIES FOR OFF-SITE PARKING

Off-site parking will need to be selected and negotiated with public and/or private property owners well in advance of the music festival. Because of the number of off-site parking spaces required, large surface lots at nearby churches, schools, and/or shopping centers would likely be most appropriate. In particular, the following list of existing parking facilities should be considered as candidates for the off-site parking required by general ticket-holders:

POSSIBLE LOCATIONS FOR OFF-SITE PARKING

LOCATION	POSSIBLE NUMBER OF PARKING SPACES AVAILABLE		DISTANCE FROM THE FARM
	SATURDAY	SUNDAY	
The Factory at Franklin	300	600	0.3
Optum Office Complex (1021 Windcross Court)	700	700	2.0
Columbia State Community College	150	150	2.9
Franklin High School	725	725	2.9
Christ Community Church	800	500	3.1
Centennial High School	450	450	3.2
Independence Square Shopping Center	200	200	3.5
Office Complex (341 Cool Springs Boulevard)	700	700	2.5
Williamson Square Shopping Center	325	325	2.8
Crescent Corporate Center Office Complex	750	750	4.1
Nissan North American Headquarters	1,250	1,250	4.3
TOTAL NUMBER OF PARKING SPACES	6,350 spaces	6,350 spaces	

At The Park at Harlinsdale and at each off-site parking location, one or more drop-off / pick-up locations will need to be designated, marked, and signed on-site, as well as shown on all promotional materials and maps provided to ticket-holders.

Contact information for each of these facilities and particular considerations of each facility's probably availability are as follows:

**Ms. Tami Pryce
Events Manager
The Factory at Franklin
230 Franklin Road
Franklin, TN 37064**

This spot is across the street from The Park at Harlinsdale and is, therefore, the most convenient off-site location. All of the retail and restaurant tenants have Saturday hours, and excess parking adjacent to the buildings is limited on those days. However, there is a surface lot on the eastern side of the property, adjacent to the railroad tracks, with several hundred parking available much of the time. Also, most of their tenants are not open on Sundays, and it might be possible to lease a significant amount of the total parking on the property. Specific availability will need to be discussed with a property owner or representative.

**Optum
1021 Windcross Court
Franklin, TN 37067**

This location is a large healthcare insurance provider that typically operates during weekday business hours only. Therefore, it might be possible to lease much or all of the parking on the property during a Saturday and a Sunday. Specific availability will need to be discussed with a property owner or representative.

**Mr. Ralph Walker, Director
Columbia State Community College
Williamson County Campus
104 Claude Yates Drive
Franklin, TN 37067
615.790.4403
rwalker@columbiastate.edu**

This location is a community college that typically operates during weekday business and evening hours only. Therefore, it might be possible to lease much or all of the parking on the property during a weekend. Specific availability will need to be discussed with a property owner or representative.

**Mr. Kevin Fortney
Director of Facilities
Williamson County Schools
1320 West Main Street
Suite 202
Franklin, TN 37064**

Franklin High School and Centennial High School are public schools that each have hundreds of parking spaces that are likely to be available on a weekend. Specific availability will need to be discussed with a property owner or representative.

Mr. Nick Langdon
Facilities Manager
Christ Community Church
1215 Hillsboro Road
Franklin, TN 37069
Nick.Langdon@ChristCommunity.org
615.468.2269

This spot is three miles (about seven minutes) from The Park at Harlinsdale. They have Sunday services at 9:30 AM and Sunday School Classes at 11:00 AM, and so a portion of the lot will not likely be available on Sunday. However, it is likely that this church has approximately 300 parking spaces that could be leased without affecting their operations. Also, it might be possible to lease much or all of the parking on the property on a Saturday. Specific availability will need to be discussed with a property owner or representative.

Independence Square Shopping Center
595 Hillsboro Road
Franklin, TN 37064

This facility is a big box, multi-tenant retail development that typically operates on both Saturdays and Sundays. However, much of the existing parking facilities are under-utilized, and it might be possible to lease several hundred parking spaces during a Saturday and a Sunday. Specific availability will need to be discussed with a property owner or representative.

Two-Building Office Complex
341 Cool Springs Boulevard
Franklin, TN 37067

This facility is a large multi-tenant office complex that typically operates during weekday business hours only. Therefore, it might be possible to lease much or all of the parking on the property during a Saturday and a Sunday. Specific availability will need to be discussed with a property owner or representative.

Williamson Square Shopping Center
1113 Murfreesboro Road
Franklin, TN 37067

This facility is a big box, multi-tenant retail development that typically operates on both Saturdays and Sundays. However, much of the existing parking facilities are under-utilized, and it might be possible to lease several hundred parking spaces during a Saturday and a Sunday. Specific availability will need to be discussed with a property owner or representative.

Crescent Communities, LLC
9045 Carothers Parkway, Suite 201
Franklin, TN 37067
615.771.0440

Crescent Corporate Center is a large multi-tenant office complex that typically operates during weekday business hours only. Therefore, it might be possible to lease much or all of the parking on the property during a Saturday and a Sunday. Specific availability will need to be discussed with a property owner or representative.

1 Nissan Way
Franklin, TN 37067
615.725.1000
Mr. David Reuter
david.reuter@nissan-usa.com

Nissan North American Headquarters is a large corporate headquarters that typically operates during weekday business hours only. Therefore, it might be possible to lease much or all of the parking on the property during a Saturday and a Sunday. Specific availability will need to be discussed with a property owner or representative.

Franklin Field House
1850 General George Patton Drive
Franklin, TN 37067
Property Manager: Brandon Hannah
615.456.1732

This facility is worth considering for the parking needs of the music festival. However, it is likely that this facility will have limited availability during a Saturday.

Pinkerton Park
405 Murfreesboro Road
Franklin, TN 37064
Deanna Scheffel
615.794.2103

This facility is worth considering for the parking needs of the music festival. However, it is likely that this facility will have limited availability on weekends.

5.2 NUMBER AND FREQUENCY OF SHUTTLES FROM OFF-SITE PARKING

For the off-site parking to work well and meet the needs of the music festival's general ticket-holders, it will be essential that an adequate number of shuttles are available and operating frequently. As event coordinators select a shuttle vendor and establish routes and schedules to and from the off-site parking lots, the following guidelines should be considered:

1. For the off-site parking lots that are less than 1.0 mile from The Park at Harlinsdale, shuttles can be expected to make four roundtrips each hour. If each shuttle has a capacity of 30 people, then each shuttle can accommodate 120 people per hour. With an average vehicle occupancy of 2.5 persons per vehicle, each shuttle will serve 48 parked vehicles per hour. Therefore, for these lots, one shuttle should be provided for every 150 parking spaces, with a minimum of two shuttles for each parking lot.
2. For the off-site parking lots that are 1.1-2.5 miles from The Park at Harlinsdale, shuttles can be expected to make three roundtrips each hour. If each shuttle has a capacity of 30 people, then each shuttle can accommodate 90 people per hour. With an average vehicle occupancy of 2.5 persons per vehicle, each shuttle will serve 36 parked vehicles per hour. Therefore, for these lots, one shuttle should be provided for every 125 parking spaces, with a minimum of two shuttles for each parking lot.
3. For the off-site parking lots that are 2.6-4.5 miles from The Park at Harlinsdale, shuttles can be expected to make two roundtrips each hour. If each shuttle has a capacity of 30 people, then each shuttle can accommodate 60 people per hour. With an average vehicle occupancy of 2.5 persons per vehicle, each shuttle will serve 24 parked vehicles per hour. Therefore, for these lots, one shuttle should be provided for every 100 parking spaces, with a minimum of two shuttles for each parking lot.

At least one drop-off / pick-up location will need to be provided at each of the off-site parking lots, as well as at The Park at Harlinsdale. Specifically, these locations will need to be designated, marked, and signed on-site, as well as shown on all promotional materials and maps provided to ticket-holders. Also, each parking lot should be assigned a color and/or number, and the shuttles serving each lot should have matching signage that is bold, bright, and easy to read.

6. COMMUNICATION WITH TICKET-HOLDERS

6.1 EMAIL

When guests purchase tickets, they will be required to provide an email address to which the tickets and parking information will be sent. Specifically, initial parking information should include maps of the off-site parking lots and directions from major transportation corridors so that guests will be able to plan their trips in advance. Each morning of the festival, email addresses can be used to send this information again, as well as information about shuttles to and from the off-site parking lots.

For VIP ticket-holders, emails will include gate and parking lot assignments, as well as directions for accessing those facilities. In particular, ticket-holders assigned to Gate A/Lots 1 and 2 should be asked to enter the property from the south and make a left turn into the site. Ticket-holders assigned to Gate B/Lot 3 should be asked to enter the property from the north and make a right turn into the site.

6.2 TEXT

When guests purchase tickets, they should be asked to provide a phone number that can accept texts. With these numbers, event coordinators will be able to communicate with ticket-holders quickly to provide valuable information about real-time weather conditions, traffic conditions and up-to-date availability of off-site parking lots. Also, this information can include real-time updates about shuttle service and schedules.

For VIP ticket-holders, texts will include real-time information about gate and parking lot assignments, as well as directions for accessing those facilities. In particular, ticket-holders assigned to Gate A/Lots 1 and 2 should be reminded to enter the property from the south and make a left turn into the site. Ticket-holders assigned to Gate B/Lot 3 should be reminded to enter the property from the north and make a right turn into the site.

7. TURN LANES AND TRAFFIC CONTROL

7.1 NEED FOR DEDICATED TURN LANES ON FRANKLIN ROAD

It is important to note that, along the frontage of The Park at Harlinsdale, Franklin Road is a two-lane major arterial roadway. Currently, this facility does not include dedicated turn lanes at The Park at Harlinsdale. However, during the music festival, it will be essential to provide dedicated turn lanes to provide safe and efficient traffic operations at the accesses to The Park at Harlinsdale. Specifically, event coordinators have identified the configuration shown in [Figure 3](#). This configuration includes using traffic cones to delineate one travel lane in each direction, as well as a northbound left turn lane at Gate A (the southern access) and a southbound right turn lane at Gate B (the northern access). It is important to note that the northbound left turn lane will need to extend to the access for vehicles and not just the access for pedestrians.

7.2 NEED FOR TRAFFIC CONTROL OFFICERS

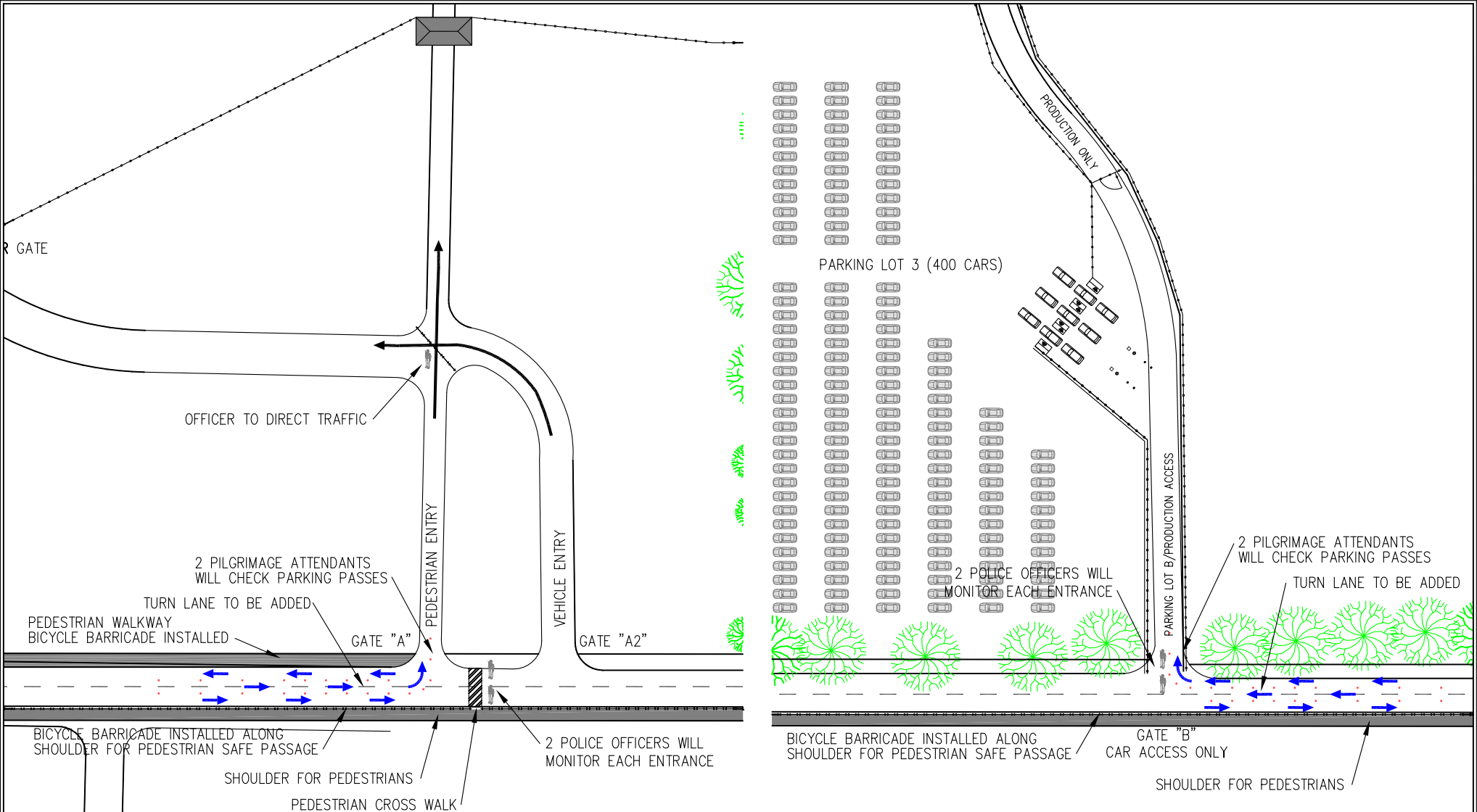
In order to facilitate safe and efficient turning movements to and from The Park at Harlinsdale, as well as maintain northbound and southbound travel on Franklin Road, it will be essential to have two police officers directing traffic at Gate A and two additional officers directing traffic at Gate B. Also, event organizers will need to provide festival attendants to check parking passes and/or other credentials for VIP ticket-holders. These attendants should be located at least 100 feet away from Franklin Road to minimize disruption to traffic operations on Franklin Road. Also, turn-around locations should be identified ahead of time to allow motorists without appropriate parking passes and credentials to exit Gate A and Gate B safely.

7.3 VARIABLE MESSAGE SIGNS FOR EVENT TRAFFIC

It would be beneficial to coordinate with the City of Franklin Engineering Department to provide variable message signs at the following locations:

1. The intersection of Mack Hatcher Parkway and Franklin Road
2. Northbound Franklin Road / Main Street at the Harpeth River
3. Westbound Liberty Pike, between Mack Hatcher Parkway and Franklin Road

The information provided on these variable message signs should include on-site parking information and delay information for motorists unrelated to the music festival.



8. BICYCLE AND PEDESTRIAN ACCESS

8.1 BICYCLE PROMOTION, ON-SITE PARKING, AND PARKING GUARDS

As previously described, it was assumed for the purposes of this traffic plan and the development of conservative parking estimates that 100% of the ticket-holders will arrive at The Park at Harlinsdale in passenger vehicles. However, event organizers plan to include market and promote bicycle access to the music festival. This promotion will include information in advertising and ticketing materials. Also, barricaded paths for bicyclists and pedestrians will be provided on both sides of Franklin Road along the frontage of The Park at Harlinsdale. Finally, a designated bicycle parking area for 500 bicycles will be provided on-site and secured by parking guards.

8.2 PEDESTRIAN LANES WITH BARRICADES ON FRANKLIN ROAD

As with bicycle access, pedestrian access to The Park at Harlinsdale will be marketed and promoted in conjunction with the music festival. Also, barricaded paths for bicyclists and pedestrians will be provided on both sides of Franklin Road along the frontage of The Park at Harlinsdale, and a crosswalk will be provided at Gate A.

LEASE AGREEMENT
COF Contract No. 2014-0281

**LEASE AGREEMENT FOR MULTIPURPOSE EQUESTRIAN ARENA, HORSE
STABLES, PADDOCKS AND ARENA EVENT SPACE AT THE PARK AT
HARLINSDALE FARM**

This Lease Agreement ("Agreement") is entered into on this the _____ day of _____, 201__ by and between the City of Franklin Parks, Tennessee ("City") and Friends of Franklin Parks, LLC ("Lessee").

WHEREAS, the City owns, operates and maintains certain facilities for equestrian & special events and other public uses, which facilities are generally known as the Park at Harlinsdale Farm ("Harlinsdale Farm"), 239 Franklin Road, Franklin, Tennessee within the City's corporate limits; and

WHEREAS, the City desires to make available to Lessee, and Lessee desires to use a portion of Harlinsdale Farm, which will include constructing a multipurpose arena, arena event space, paddocks, horse stables, and a concessions building, for programs under the direction of the Lessee; and

WHEREAS, the City and Lessee acknowledge that there exists a Master Plan adopted by the City setting forth the anticipated uses of Harlinsdale Farm; and

WHEREAS, the City and Lessee acknowledge that there exists on Harlinsdale Farm a Conservation Easement ("Conservation Easement"), which was granted by the City to The Land Trust for Tennessee, Inc., for the purpose of permanently conserving the Conservation Values of Harlinsdale Farm; and

WHEREAS, the City and Lessee desire to enter into a Lease Agreement which will honor both the Master Plan and the Conservation Easement.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The parties acknowledge the above-stated recitals and they are incorporated into this Agreement as if fully restated herein.
2. **Premises.** The City hereby leases to Lessee and Lessee hereby leases from the City approximately five (5) acres of Harlinsdale Farm as shown on the attached Exhibit A.

Lessee shall construct all improvements on the Premises at its sole cost. The improvements permitted to be constructed are a multipurpose arena; arena event space; paddocks; and a concessions building, as shown on Exhibit B, which is incorporated as if set forth fully herein. Lessee shall comply with all City and/or State of Tennessee rules and regulations to construct such improvements, such as, but not necessarily limited to, obtaining site plan approval and building permits. Lessee shall select all

contractors and suppliers. The City shall approve all plans and specifications for material renovations and alterations, subject to reasonable conditions.

3. **Lease Term.** The term of this Agreement shall be for five (5) years commencing on January 1, 2015 ("Initial Period") and may be renewed for an additional three (3) year term ("Renewal Period") if agreed to by the parties so long as written notice of renewal is given by Lessee to the City within ninety (90) days of the expiration of the Initial Period. Lessee shall have the option to renew lease for an additional three (3) year term ("Second Renewal Period") if agreed to by the parties so long as written notice of renewal is given by Lessee to the City within ninety (90) days of the expiration of the Renewal Period term.
4. **Use of Premises.** Lessee shall have the right to occupy and use the Premises for the purpose of equestrian programs and events contained solely within the Premises consistent with Master Plan and Conservation Easement. Lessee shall use and occupy the Premises in a safe and careful manner and in compliance with all applicable laws, rules and regulations prescribed by the City and other governmental authorities as may be in force and effect during the term of this Lease. Lessee shall coordinate the use of the Premises by organizations and individuals on a daily usage basis for horse shows, horse competitions exhibitions, and programs and subject to the Special Events Application which is attached as Exhibit C.
5. **Covenant Not to Injure; Renovations and Alterations.** Lessee shall not do any act or suffer any act during the term of this Agreement, which will in any way deface, alter or injure any part of the Premises, excepting normal wear and tear. Lessee shall allow no lien to be placed against the Premises or the Building. All alterations, additions, repairs, replacements and improvements made to or upon the Premises shall be deemed to be part of the Premises and shall become the property of the City upon the expiration or termination of this Lease; provided, however, that trade fixtures, machinery, and equipment that are installed by Lessee and removable without materially injuring the Premises shall remain the property of Lessee.

City's Right to Access. The City reserves the right to access the Premises for private or City-sponsored events. This will be on a limited basis and the City will not unreasonably interfere with existing programs of Lessee. The City at all reasonable times may enter to view the Premises and to make repairs which the City may see fit to make. Premises will be closed by the City for maintenance during the entire months of December and January of each year. Additionally, there will be a period of time during either June, July or August where Premises will be closed by City for maintenance. This time period shall be mutually agreed upon by the Parties.
6. **Rent.** Lessee will pay the City a total sum of One Dollar (\$1.00) as rent for the years of 2015 and 2016, to be paid on December 31 of each year. Rent for the years of 2017, 2018 and 2019 shall be in an amount based on the following formula: ten percent (10%) of all gross revenue generated by events held by Lessee on the Premises. Commencing January 15, 2018 (and on January 15 each year thereafter), Lessee shall submit to the City a financial statement clearly showing the revenue generated from each event held at the Premises the preceding calendar year. The financial statement shall also include the calculation of rent owed to the City. Payment of rent shall be due at the same time.

7. **Lessee's Covenants.**

The Lessee:

- a. Shall on or before January 31 each year furnish to the Parks Department a current list of the Lessee's board of directors, officers, employees, reoccurring volunteers and contracted parties, said list to include current addresses, emails addresses and phone numbers.
- b. Shall maintain throughout the term of this agreement and any renewals thereof, the Lessee's non-profit status.
- c. Shall obtain and keep current, at its sole cost, all federal, state and local permits and approvals necessary for the use of the Premises.
- d. Shall coordinate and schedule all events with the Programming Division of the Parks Department, including maintaining a joint calendar updated weekly by the both Lessee and the City. The Lessee shall have the right to schedule events on the Premises. The Lessee shall give priority to equestrian activities when scheduling use of Premises. The City, however, may limit the number of events should the size and/or quantity generate significant negative impacts to the park and/or community. The Lessee may charge a fee for participation in the Lessee's events and/or multipurpose arena use, provided however, that any fee charged is reasonable including appropriate allowances by Users without sufficient funds to pay the fees
- e. Shall not interfere with or hold simultaneous events within 48-hours of annual events already established by the City for the Park at Harlinsdale Farm (e.g., 4th of July, Family Day, or other large-scale event approved by the City). The City shall coordinate with Lessee to utilize the Premises during these events and may on occasion request participation from Lessee to enhance these events for the general public.
- f. Shall coordinate with the City regarding special & athletic events already established by the City for Harlinsdale Farm (i.e., those events that have obtained a Special Event permit from the City). The City shall coordinate with Lessee to utilize the Premises during these events and may on occasion request participation from Lessee to enhance these events. Shall coordinate with the City in the event of simultaneous events. If events are to operate simultaneously (Lessee and other City-Permitted Events), a joint meeting with each party shall meet 30-days prior to the event taking place to strategically work through traffic (ingress & egress), refuse collection, parking, insurance, public safety concerns and start/end times.
- g. Shall not close or cause to be closed Harlinsdale Farm without the City's permission. At no time shall Harlinsdale Farm close to the public for a private event on behalf of the Lessee unless approved by the City through its standard special events process as provided by the Franklin Municipal Code. Lessee shall not assume sole custody of the entire 200-acres at any time as Harlinsdale Farm is open to the general public and operated at all times as a City park.
- h. Shall notify City immediately of any damage to the Premises.
- i. Shall at the expiration of the said term peaceably yield up to the City the Premises and all erections and additions made upon the same, in good repair in all respects, reasonable use and wear excepted.

8. **City's Covenants.**

The City shall:

- a. Prepare the landscape surfaces of the Premises and maintain them free of ruts and other open and obvious hazards. Maintenance shall include irrigation/water cannon maintenance, and maintaining proper grading of the Premises, and general maintenance, with the exception that the Concessions Building will be solely the responsibility of Lessee.
 - b. Keep the exterior buildings, mechanical, electrical and plumbing, in such repair as the same are at the commencement of the Lease or as may be put in during the continuance thereof, reasonable wear and tear only excepted.
 - c. Provide appropriate staffing to support maintenance and event programming of the Premises.
9. **Concessions.** The Lessee has rights for the use of the Concessions Building that will be located at the Park at Harlinsdale Farm. Lessee shall be responsible for cleanliness and overall appearance of the concession area. The parties agree that if the City sponsors or permits other special events, the Lessee reserves the first right of refusal to sell concessions for that activity, with the rights of those concessions awarded to Lessee; however, should Lessee decline to sell concessions the City would reserve the right to sell concessions, (Lessee's equipment not to be used). Large special events sponsored by the City may require concession offerings in addition to those supported by Lessee, in which case the City will notify Lessee in advance. Any sublease of the Concessions Building shall be approved by the City.
10. **Programming Events.** Any special event hosted or sponsored by Lessee must be contained within the Premises. The Lessee has the right to program events within the Premises without prior approval from the City; however, the City may limit the number of events should the size and/or quantity generate significant negative impacts to Harlinsdale Farm and/or community. Harlinsdale Farm shall not close to the public without prior approval of the City through its special events process as provided by the Franklin Municipal Code.
11. **Alcohol - Serving & Selling.** The City does not permit alcohol consumption at Harlinsdale Farms outside of a permitted event that meets the following criteria. Lessee may serve or sell alcoholic beverages may only by an ABC licensed caterer or after having received a Special Occasion Permit from the Tennessee Alcoholic Beverage Commission, or after having received a Beer Permit from the City of Franklin Beer Board, as applicable. Lessee must comply with all state and local rules and regulations for sale and service of alcohol, including open container and permitting rules. When alcohol is served, the Lessee is required to add the City of Franklin as the additional insured and include an Alcohol Liability Insurance Rider to the Certificate of Liability showing coverage of a minimum of \$1,000,000. The term "sold" refers to: (1) cash bar, and (2) events that charge admission and serve, give away, or sell alcohol during the event, including previous ticket sales. The Lessee must take all reasonable precautions to ensure the safety of all guests with regard to alcohol consumption. The City reserves the right to evict from the premises any member of any party, who because of intoxication or other consideration, may be found to be creating a disturbance or threatening the peace, tranquility, or safety of guests or property. Events with alcohol that have attendance over 200 people will require at least one paid City of Franklin Police officer on the Premises throughout the entirety of the event.

12. **Indemnification and Hold Harmless.** Lessee shall indemnify and hold harmless Lessor, its officers, agents and employees from:
- a. Any claims, damages or suits for loss of or damage to property, including loss of use thereof, or injuries, including death to persons and from all judgments recovered therefore and from all expense in defending said claims or suits, including court costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Lessee, its officers, employees and/or agents, including its sub or independent contractors and patrons, in connection with this Lease Agreement.
 - b. Any claims, damages, penalties, costs and attorney fees arising from any failure of Lessor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - c. Lessor will not indemnify, defend or hold harmless in any fashion the Lessee from any claims arising from any failure, regardless of any language in any attachment or other document that the Lessee may provide.
 - d. Any claims, damages, penalties, costs and attorneys' fees arising from any action brought against the City of Franklin by any of Lessee's officers, employees and/or agents arising out of any injury incurred by such officer, employee and/or agent in the course of the performance of this contract, regardless of the cause of such injury.
 - e. Lessee shall pay Lessor any expenses incurred as a result of Lessee's failure to fulfill any obligation in a timely manner under this Lease Agreement.
- Enforcement Expenses.** In the event it becomes necessary for Lessor to employ an attorney to enforce collection of the rents agreed to be paid, or to enforce compliance with any of the covenants or agreements herein contained, Lessee shall be liable for reasonable attorney's fees, costs and expenses incurred by the Lessor.

13. **Insurance.** TO BE COMPLETED BY BOTH PARTIES PRIOR TO FINALIZING LEASE AGREEMENT.

14. **Default, Insolvency, etc. of Lessee.** If Lessee shall neglect or fail to perform and observe any of the covenants in this instrument, which on its part are to be performed and such default shall continue for a period of thirty (30) days after the mailing of a written notice, postage prepaid from the City to the Lessee specifying such default, or the Lessee shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of any of its property for the benefit of creditors, then, and in any of the said cases, the City or those having their estate in said premises, lawfully may immediately or at any time thereafter, and while such neglect or default continues and without further notice or demand, enter into and upon the premises or any part thereof in the name of the whole and repossess the same as of their former estate and expel the said Lessee and those claiming under it, and remove their effects (forcibly if necessary) without being taken or deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of covenant and, at the Lessor's election, the said term shall cease and be ended.

15. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of

principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

16. **Termination.** This Agreement may be terminated by either party, with or without cause, upon one hundred eighty (180) days written notice to the other party at the address listed below.
17. **Assignment.** Lessee shall not assign this agreement in its entirety without the prior written consent of the Board of Mayor and Aldermen.
18. **Notice.** Any notice provided pursuant to this Lease, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or such other address as either party may in the future specify in writing to the other):

LESSOR:

City of Franklin
P.O. Box 305
Franklin, Tennessee 37065-0305
Attn: Lisa R. Clayton, Parks Director

LESSEE:

Friends of Franklin Parks, LLC
Address
Franklin, Tennessee 37065
Attn: Monty McInturff, President
Franklin Tomorrow
Address
Franklin, Tennessee
Attn: Mindy Tate, Executive Director, Franklin Tomorrow

Either party may by written notice to the other change the address to which subsequent notice shall be directed.

19. **Governing Law.** The validity, construction and effect of this Lease and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the City may provide. Any language specifying any other governing law included in the Lease is deleted and is null and void.
20. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Williamson County, Tennessee.

21. **Tennessee Public Records Act.** The Lessee understands that the City is subject to the Tennessee Public Records Act. This may require City to give requested documents to members of the public or press including, but not limited to a copy of this Lease. Compliance by City with the Open Records Act shall not be a breach of the Lease.
22. **Waiver.** No waiver of any provision of this Lease shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default
23. **Severability.** Should any provision of this Lease be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Lease.
24. **Accident & Incident Report Forms.** Lessee agrees to make the attached Accident Report Form and Incident Report Form a part of this Lease Agreement. The Accident Report Form & Incident Report Form is to be made available to all affiliated with the Lessee's organization with instructions on its use and purpose, specifically, that any and all accidents and incidents are to be reported on this form and submitted to the Franklin City Parks Department no later than 24 hours after an accident or incident.
25. **Conservation Easement.** The City and Lessee acknowledge and understand that the Lease Agreement is both subordinate to and subject to the terms of the Conservation Easement.
26. **Entire Agreement.** This Lease Agreement and its attachments contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this Lease Agreement shall be valid or binding; and this Lease Agreement may not be enlarged, modified or altered except in writing signed by the parties and attached hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be signed to multiple copies of this Lease Agreement as of the day and date last written below in Acknowledgements, all copies constituting, however, but one Lease Agreement.

CITY OF FRANKLIN, TENNESSEE
Lessor

By: _____

DR KEN MOORE
Mayor

Date: _____

FRIENDS OF FRANKLIN PARKS, LLC
Lessee

By: _____

Title: _____

Date: _____

Approved as to form by:

Approved as to form by:

Attorney for City of Franklin

Attorney for Friends of Franklin Parks, LLC

DRAFT

GL Code	Fiscal Year Operational Budget Line Items	Programming Division	Facilities & Maintenance	Landscape Division	Grounds Division	Athletic Division	2015 Proposed Budget	2016 Proposed Budget	2017 Proposed Budget
	PERSONNEL								
	PERSONNEL COSTS								
	Seasonal Programming Specialist (1,500 hours total at 40-hour work week from March - November)	\$ 23,280.00					\$ 23,280.00	\$ 23,978.40	\$ -
	Seasonal Grounds Worker (Full Landscaping & Grounds & Events from March - October)				\$ 19,988.00		\$ 19,988.00	\$ 20,987.00	\$ 22,036.00
	Seasonal Facilities Worker (Add seasonal for daily cleaning, stocking, repair & events) March - November		\$ 19,988.00				\$ 19,988.00	\$ 20,987.00	\$ 22,036.00
	Full-Time Athletic Worker for All Equestrian & Event Operations					\$ 27,640.00	\$ 27,640.00	\$ 28,469.00	\$ 29,323.00
	TOTALTRANSPORTATION	\$ 23,280.00	\$ 19,988.00	\$ -	\$ 19,988.00	\$ 27,640.00	\$ 90,896.00	\$ 94,421.40	\$ 73,395.00
	OPERATIONS								
82100	TRANSPORTATION CHARGES								
82110	Mailing & Shipping	\$ 1,000.00					\$ 1,000.00	\$ 1,030.00	\$ 1,060.00
82120	Freight For Inbound Purchased Items	\$ 250.00					\$ 250.00	\$ 260.00	\$ 270.00
	TOTALTRANSPORTATION	\$ 1,250.00	\$ -	\$ -	\$ -	\$ -	\$ 1,250.00	\$ 1,290.00	\$ 1,330.00
82200	OPERATING SERVICES								
82210	Printing & Copying Services, Outsourced	\$ 1,000.00					\$ 1,000.00	\$ 1,030.00	\$ 1,060.00
82250	Drug Testing& Employee Physicals	\$ 250.00					\$ 250.00	\$ -	\$ -
82260	Uniform Rental & Services	\$ 100.00					\$ 100.00	\$ 100.00	\$ 200.00
82299	Other Operating Services						\$ -	\$ -	\$ -
	TOTAL TRANSPORATION	\$ 1,350.00	\$ -	\$ -	\$ -	\$ -	\$ 1,350.00	\$ 1,130.00	\$ 1,260.00
82300	NOTICES, SUBSCRIPTIONS, PUBLICITY								
82310	Legal Notices	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
82370	Promotions & Special Events	\$ 1,400.00	\$ -	\$ -	\$ -	\$ -	\$ 1,400.00	\$ 1,442.00	\$ 1,485.00
	TOTAL NOTICES, SUBSCRIPTIONS & PUBLICITY	\$ 1,400.00	\$ -	\$ -	\$ -	\$ -	\$ 1,400.00	\$ 1,442.00	\$ 1,485.00
82600	REPAIR & MAINTENANCE SERVICES								
82620	Equipment Repair & Maintenance Services	\$ 100.00			\$ 200.00	\$ 200.00	\$ 500.00	\$ 515.00	\$ 530.00
82643	Sign Maintenance Services	\$ 2,500.00		\$ -	\$ -		\$ 2,500.00	\$ 2,575.00	\$ 2,652.00
82650	Field Maintenance Services	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
82651	Field Electrical Maintenance Services	\$ -	\$ 250.00	\$ -	\$ -	\$ -	\$ 250.00	\$ 260.00	\$ 270.00
82652	Landscaping Services				\$ -	\$ -	\$ -	\$ -	\$ -
82653	Irrigation Services	\$ -		\$ -	\$ -		\$ -	\$ -	\$ -
82654	Grounds Maintenance Services	\$ -		\$ -	\$ -	\$ 4,500.00	\$ 4,500.00	\$ 4,635.00	\$ 4,774.00
82655	Tree Services	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
82660	Building Repair & Maintenance Services	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
82699	Other Repair & Maintenance Services			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	TOTAL REPAIR & MAINTENANCE SERVICES	\$ 2,600.00	\$ 250.00	\$ -	\$ 200.00	\$ 4,700.00	\$ 7,750.00	\$ 7,985.00	\$ 8,226.00
82700	EMPLOYEE PROGRAMS								
82780	Training, Outside	\$ 200.00					\$ 200.00	\$ 250.00	\$ -
	TOTAL EMPLOYEE PROGRAMS	\$ 200.00	\$ -	\$ -	\$ -	\$ -	\$ 200.00	\$ 250.00	
83100	OFFICE SUPPLIES								
83110	Office Supplies	\$ 250.00		\$ -	\$ -		\$ 250.00	\$ 260.00	\$ 270.00
	TOTAL SUPPLIES	\$ 250.00	\$ -	\$ -	\$ -	\$ -	\$ 250.00	\$ 250.00	\$ 500.00
83200	OPERATING SUPPLIES								
83250	Safety Supplies	\$ 50.00					\$ 50.00	\$ 55.00	\$ 60.00
83260	Uniforms Purchased	\$ 150.00					\$ 150.00	\$ 155.00	
83270	Consumable Tools	\$ 150.00					\$ 150.00	\$ 155.00	\$ 160.00
83299	Other Operating Supplies	\$ 150.00		\$ 1,000.00		\$ 2,000.00	\$ 3,150.00	\$ 1,500.00	\$ 1,500.00

	TOTAL OPERATING SUPPLIES	\$ 500.00	\$ -	\$ 1,000.00	\$ -	\$ 2,000.00	\$ 3,500.00	\$ 1,865.00	\$ 1,720.00
83500	MACHINERY & EQUIPMENT (<\$25,000)								
83510	Furniture ,Fixtures <\$25,000.00						\$ -	\$ -	\$ -
83530	Machinery & Equipment <\$25,000.00			\$ 9,600.00		\$ 15,800.00	\$ 25,400.00	\$ 11,000.00	\$ -
83540	Computer Hardware <\$25,000.00	\$ 2,000.00					\$ 2,000.00	\$ 2,000.00	\$ 4,000.00
83550	Computer Software <\$25,000.00						\$ -	\$ -	\$ -
83599	Other Equipment <\$25,000.00						\$ -	\$ -	\$ -
	TOTAL MACHINERY & EQUIPMENT (<\$10,000.00)	\$ 2,000.00	\$ -	\$ 9,600.00	\$ -	\$ 15,800.00	\$ 27,400.00	\$ 13,000.00	\$ 4,000.00
83600	REPAIR & MAINTENANCE SUPPLIES								
83620	Equipment Parts and Supplies						\$ -	\$ 500.00	\$ 500.00
83650	Park and Field Maint Supplies		\$ 1,000.00			\$ 10,000.00	\$ 11,000.00	\$ 11,330.00	\$ 11,670.00
83651	Park and Field Electrical Supplies		\$ 1,000.00				\$ 1,000.00	\$ 2,000.00	\$ 3,000.00
83652	Landscaping Supplies			\$ 3,500.00	\$ 2,500.00		\$ 6,000.00	\$ 6,300.00	\$ 6,900.00
83653	Irrigation Supplies						\$ -	\$ -	\$ -
83654	Grounds Maintenance Supplies						\$ -	\$ -	\$ -
83660	Building Maint Supplies		\$ 4,000.00				\$ 4,000.00	\$ 4,200.00	\$ 4,410.00
83699	Other Repair & Maintenance Supplies		\$ 1,500.00				\$ 1,500.00	\$ 3,000.00	\$ 4,500.00
	TOTAL REPAIR & MAINTENANCE SUPPLIES	\$ -	\$ 7,500.00	\$ 3,500.00	\$ 2,500.00	\$ 10,000.00	\$ 23,500.00	\$ 27,330.00	\$ 30,980.00
85100	PROPERTY & LIABILITY COSTS								
85110	Property & Libility Cost	\$ -					\$ -	\$ -	\$ -
85111	Fraud Insurance								
85112	Inland Marine Insurance						\$ -	\$ -	\$ -
85113	Auto Physical Damage						\$ -	\$ -	\$ -
85115	Liability Insurance						\$ -	\$ -	\$ -
85116	E&O Liability Insurance						\$ -	\$ -	\$ -
85117	Vehicle Liability Insurance						\$ -	\$ -	\$ -
85119	Umbrella Liability						\$ -	\$ -	\$ -
85120	Property Damage Cost	\$ -					\$ -	\$ -	\$ -
85125	Liability Claims/Deductibles								
	TOTAL PROPERTY & LIABILITY	\$ -					\$ -	\$ -	\$ -
85900	OTHER BUSINESS EXPENSES								
85900	Miscellaneous	\$ 1,000.00	\$ -				\$ 1,000.00	\$ 1,050.00	\$ 1,100.00
	TOTAL MISCELLANEOUS	\$ 1,000.00	\$ -				\$ 1,000.00	\$ 1,050.00	\$ 1,100.00
	TOTAL OPERATIONS						\$ 224,096.00	\$ 203,515.40	\$ 172,167.00

**MULTI-PURPOSE EQUESTRIAN ARENA AT
THE PARK AT HARLINSDALE FARM**

FRIENDS OF FRANKLIN PARKS, LLC

**WORKING DOCUMENT – TIFFANY FANTINE – CITY OF FRANKLIN PARKS
FRIENDS OF FRANKLIN PARKS, LLC — MINDY TATE — EXECUTIVE DIRECTOR**



WWW.FRIENDSOFFRANKLINPARKS.ORG

CULTIVATE PRESERVE ENHANCE EXPAND

Executive Summary

The City of Franklin has a gateway park here in our community that has a rich history and helps to define the fabric of our foundation.

Harlinsdale park

The State of Tennessee, Williamson County and the city of Franklin have a long history of agriculture where the horse was and is a big part of its fabric. For over 200 years the story of man and his horse has been rich. In the early 1800's this area was thriving with plantations and many quality horses. The Thoroughbred racing industry was alive and well with a track located on the banks of the Harpeth River here in downtown Franklin. Just prior to the civil war the census showed that there were 24,000 people in Williamson County with a total count of over 35,000 horses. This trend for the love of the horse remained with the introduction of the standardbred, arabian horse, as well as the establishment of the Walking horse breed which is a combination of all these breeds.

Its easy to see by looking into our past the horse and its multiple uses have carried on in this area. Presently we have over 80 different types of horse in this county and many equestrian sports such as Barrel Racing, Polo, Jumping, Dressage, Driving and trail riding for pleasure. As a result, the horse industry has come to play a visisble role not only in agriculture but in both tourism and recreation.

Equestrian activities is indeed our legacy and a unique part of our future. Harlinsdale park is a site that can combine the lessons of the past with both the excitement and entertainment of our future. This can be done by bringing equestrian enthusiast and non-equestrian public to a site that showcases this wonderful story of the horse. All in an effort to improve the quality of life in our community of Franklin, Tennessee.

SWOT Analysis

Strengths

- Multipurpose equestrian arena is in keeping with the master plan established by Harlinsdale Park Task Force 2006
- Multi-purpose arena will be a unique venue for multiple public and private functions
- The arena will be a source of revenue for park maintenance and expansion
- The arena will enhance the park experience and be in keeping with the historical importance of the property
- The arena will help bring the horse back to Park at Harlinsdale Farm as identified by the citizens in development of the master plan for the park
- No additional open-air public facility for events in Williamson County
- Preserve green space while promoting a passive equestrian use
- Continues the historic lineage of the land as a equestrian and agricultural use
- Increased exposure to horses and the chance for education through observation of activities and events

Weaknesses

- Will require ongoing maintenance and support
- Coordination of use of arena while allowing for access to the park for other activities
- Location of the site within the floodplain
- Traffic patterns associated with site may lead to confusion between users
- Limitations imposed by the Conservation Easement requirements, such as lighting

Opportunities

- The arena will allow for all breeds and disciplines of horses to participate in athletic activities. This will allow horseman and non-horseman to enjoy the rich heritage of equestrian sport in this historic town. The horse has a rich heritage in this community where man and animal have worked, battled and played. There are very few towns in America that have this unique venue associated with their communities.
- Arena will provide for additional public educational opportunities regarding equestrian activities and the horse in general.
- This arena can also function as an event space for public gatherings and nonprofit activities as a service to our community.
- This arena will be phase one and be a source of both community awareness and revenue to expand and develop this historical site
- Demand continues to increase for private instruction as well as public riding venues

Threats

- Initial success will require expansion of the facility
- Reliance on limited private and public resources for completion of complex, i.e. adequate parking, bathrooms
- Current usage policies could create a cumbersome scheduling process and limit use by the equestrian and general community
 - Perception that usage is exclusive rather than inclusive

Multi-Purpose Equestrian Arena Profile

History of Park

Harlinsdale Farm has been called the most significant historic farm associated with the modern Tennessee Walking Horse industry. In 1933, W.W. Harlin established the farm on the northern outskirts of great renown in the fledgling Tennessee Walking Horse Industry. As famous as the farm is its prize stallion Midnight Sun. This famous horse became the first repeat World Grand Champion. The success of Midnight Sun in the ring and as a sire has never been matched by any other Tennessee Walking Horse. Even today, most champion Walking Horses trace their lineage to Midnight Sun.

From the 1940's until the present day, the farm has served mainly as a breeding operation, run by the Harlin Family. In 2004, the Harlin Family expressed interest in selling the 200 acre farm to the City of Franklin, understanding that the property would be developed as a passive park while maintaining and protecting the Walking Horse history. The City of Franklin readily agreed and began an extensive public planning process to design the master plan that would reflect the history of the farm, while including the wants and needs of the public.

The City opened the park's first phase for the Community's enjoyment on September 22, 2007. All activities at the park are limited to passive activities such as walking and picnicking. Park Entrance onto the 200 acres is located inside the Public Parking area. The Park is closed from dark to dawn daily.

Conservation Easement, quitclaimed August 2007, by the City of Franklin to the Land Trust for Tennessee, for the purpose of permanently conserving the Conservation Values of the Park at Harlinsdale Farm.

"Maintain the Property in large part as a passive public park assuring that under the perpetual stewardship of Grantee (The Land Trust of Tennessee), the equestrian activities and related agricultural uses, the open space character, educational value, wildlife habitat, recreational uses, historic significance and scenic values of the Property will be conserved and maintained permanently, and that the uses of the Property that are inconsistent with these conservation purposes will be prevented or corrected"

"The preservation of the Property for passive outdoors recreation and the education of the general public. The Grantor's intention is that the Property will be designated as a passive public park and thereafter open to the general public for educational uses and passive recreation."

Friends of Franklin Parks, LLC

In April 2011, under the auspices of its existing 501(c)3 designation, Franklin Tomorrow formed a non-profit limited liability company, Friends of Franklin Parks, LLC. The newly formed entity is directed by a board of governors. Our mission is to bridge the gap between the services and amenities offered by government funding and those that allow us to take full advantage of the incredible natural and historic resources of our community. Friends of Franklin Parks, LLC, works closely with the City of Franklin and

the Parks Department to identify current, as well as, future needs that exist in the park system.

Friends of Franklin Parks, LLC, exists to cultivate stewardship within our community to preserve our cultural and natural resources, enhance the park experience and expand its legacy for future generations.

Purpose & Theme of Arena

To develop and support a multi-purpose equestrian complex located in the Park at Harlinsdale Farm. Friends of Franklin Parks' plan is to work closely with the Parks Department to construct the facility designated by the attached site plan. (This will be done under the direction of the current memorandum of understanding between the City of Franklin and Friends of Franklin Parks.) After the facility is constructed, Friends of Franklin Parks proposes to operate the day-to-day administration of the facility. This would include; scheduling, event coordination, facility promotion and cash flow management. The goal is to build a sustainable operation that is in parallel with both the conservation easement and the Master Plan for the Park at Harlinsdale Farm. It is believed construction of a multi-purpose equestrian arena would increase citizen usage of the facility, bring additional tax dollars to the City of Franklin and Williamson County through associated tourism and event activity, offer additional educational and recreational opportunities, and provide a mechanism for returning the horse to the Park at Harlinsdale Farm, an identified goal of the Master Plan for the property.

Definition of Target Audience —

The target audience is the equestrian enthusiast, professional associations, non-equestrian participants and the general public. The arena will be marketed to all disciplines of horses as an equestrian event space for day use. It will also be an option for local therapeutic riding programs, youth programs, educational riding programs, and interscholastic riding sports as a teaching and training venue. The arena will also be available for non-profit events that would include music, social events, and other such entertainment as permitted by the Master Plan and Conservation Easement.

Description of Facilities/ Infrastructure - The Multi-purpose Equestrian Arena will reside at 239 Franklin Rd. Franklin, TN 37064, inside The Park at Harlinsdale Farm.

Equestrian Arena – The arena is 300 feet by 150 feet wide and will have a surface that can be prepared for firm events or soft (deeper footing events). The arena will have berm seating on both the east and the west sides along with a judge's tower / scoreboard on the south end of ring. There will be multiple entrances into the ring for events.

Updated stall space in existing mare barn – There is a 24 stall barn that we will be using for day use and hope to renovate additional barns on site in later phases.

New Paddock Areas – There will be three small paddock areas used as warm-up areas during events as well as turn out areas for horses on site.

Parking Areas – Permeable surface parking adjacent to the arena will be included in phase one

Functional Bathroom Facilities to be provided by the Parks Department

Market Analysis & Strategies

Need for Equine Facility

Research completed by the Equine Land and Conservation Resource on July 1, 2013 stated the following:

Franklin, TN is located in an area with an established rated hunter jumper series held on a private farm and two large indoor event facilities that can host horse events. However, there appears to be a gap in the market for hosting day events like schooling or unrated shows, polo matches and equine demonstrations. The larger facilities are simply too costly to house these types of events.

In order to fully assess the market demand for the equestrian venue, a survey should be conducted with local and regional branches of breed and discipline organizations, like the local group member organizations for national equestrian organizations, regional horse clubs and councils. The survey should ask about current shows and events, travel time to the events and costs for hosting them, and determine the desire of the groups to host events if the venue were available, and assess what they are looking for in a venue.

Market demand should be weighed as decisions are made about staffing and maintaining the facility.

Competitive Strengths - How we will persuade customers to use our facility.

The multi-purpose equestrian arena is centrally located in the community with easy access from any point in the area, including Interstate 65. The arena is located in the Park at Harlinsdale Farm, a former Walking Horse breeding farm, and this facility will return the horse to Park at Harlinsdale.

The central location and easy access, as well as abundant open space, will allow the arena to serve a variety of purposes, including but not limited to, horse shows, exhibitions, arena polo matches, concerts, civic celebrations, competitions, and other activities as permitted through the master plan and conservation easement on the property.

Knowledge and interaction with the existing equestrian community and facilities indicates availability is a big driver due to the lack of public arena space available. The location is a positive due to the unique central location of the facility on major state highway.

Our intent is to use a pricing model that is fair and equitable to both the equestrian community and the event planners wanting to schedule this site.

Current Events offered at The Park at Harlinsdale Farm

The multi-purpose equestrian facility will be operated in such a manner as to coordinate with the City of Franklin on currently scheduled community and private events.

Cross Country Meets for Local Schools

Rentals – Weddings, Runs, Antique Sales, Non-profit Fundraisers, Concerts, etc.

Parking for Big City Events – Main Street Festival, etc.

Raise the Roof – September

Parking for 4th of July

Family Day – Oct 4
Pet Adoption Drive and Event – Oct 18

Competition Sources

Williamson County Ag Expo Park, Brownland Farms, Miller Coliseum, Warner Park, small private facilities, Jaeckle Center
City Events
Other Community options for entertainment, such as festivals, high school sports

Population Composition (Community make-up, ADA, Patron composition, Low-Socioeconomic accessibility)

The City of Franklin has a population of approximately 70,000 people. Almost 35% of the population is under the age of 18, while 10.1% of the population is over the age of 65. The median household income is \$82,762 and there are 25,460 households. The community experience household growth of 43.4% between 2000 to 2013. Household growth of 10.6% is projected from 2013 to 2018.

According to the 2010 census, 84.4% of the population is white, 7.6% Hispanic or Latino, and 6.7% is Black or African American. Of the residents, 7.7% live below the poverty line, according to census data.

Communication Channels

Media sources — Both news and web will be used for marketing and this effort is currently directed by our marketing team, Sheridan Group

Email Blast – Friends of Franklin Parks, LLC, has access to multiple databases covering both the business community as well as the equine community. Our plan is to form a newsletter that goes out quarterly sharing updates on our development and schedule of site.

Relevant Local Trends & Issues

Tennessee has a diverse population of horses and is one of the nations leaders in equestrian sports. These sports include but are not limited to both English and western performance, driving, gaited, eventing, polo, and many other disciplines.

The 2008 census of the equid population showed in Tennessee there are between 190,000 and 210,000 horses with almost 80,000 head valued at more than \$250 million located in the Middle Tennessee area. A \$30 million equine industry exists in Williamson County due to major competitive events like Chukkers for Charity, premier hunter jumper shows, and the Franklin Rodeo along with small horse shows, clinics and workshops held at local stables and community arenas, which have become a major contributor to the local economy. Chukkers for Charity and other polo events, which feature at least a dozen of the best polo teams in the country, and the 10 annual Grand Prix events at Brownland Farms together generate more than \$22.8 million for local businesses.

Positioning compared to other facilities

Of our competition sources, there are no similar open-air public facilities in Williamson County. Also, the unique location to Franklin's Downtown, with its restaurants, shopping, and entertainment venues, makes this location a gateway into the city for visitors and a close proximity for residents.

Pricing Strategies

The goal is to keep usage fees at a rate that encourages a wide variety of users on both daily and event basis.

Facilities to Compare to:

Frying Pan Farm Park, Fairfax County, Herndon, VA

Bucks County Horse Park, Revere, PA

Hoosier Horse Park, Johnson County, Franklin, IN

Great Meadows, Virginia – Twilight Polo

Kentucky Horse Park, Lexington, Ky.

Arena Development & Logistical Plan

Insurance

Friends of Franklin Parks will itself carry and require all organizations using the facility to provide liability insurance naming Friends of Franklin Parks, LLC, and the City of Franklin as also insured in amounts as agreed upon by the City and Friends of Franklin Parks.

The Horse Liability Act {TCA Title 44-20-101 to Title 44-20-101} stipulates that equine sponsors and professionals are immune for liability for the injury or death of a participant which resulted in inherent risk of equine activities

Waste Management Arrangements

Trash — Removed by Parks Department /Dumpsters on site

Manure — Commercial manure dumpsters on site and to be carried to compost or recycling facility

Compost – Todd King

Accessibility

ADA

Horse Trailers

Maintenance Access

Event Responsibilities— Set-up/Tear down details

All vendors and participants will be expected to be responsible for all set up/tear down in a timely manner and in accordance with contract requirements.

Event Planning and precedence —. Friends of Franklin Parks and City of Franklin Parks Department will be in continual communication regarding use of the arena and coordination of additional park facilities. These details will be controlled by Parks Staff and Arena Personnel. A calendar of regularly scheduled and special events at the multi-purpose equestrian arena will be updated monthly and provided to the City by Friends of Franklin Parks Events. If permits for alcohol or liquor are necessary, the appropriate organization will apply for such permits to the issuing agency.

Arena Management & Programming Plan

Description of all Opportunities to be offered —

- Equestrian activities, including maintaining, boarding, training, recreational riding, polo events, and public showing
- Outdoor education area
- Agricultural uses related to equestrian activities, including raising and storing of hay and feed products, construction and use of barns, stables, and fenced riding areas.
- Open air concerts and other non-equestrian fund raising events

Definition of Activity by Audience —

The target audience is the general public as well as equestrians, so the facility has a wide array of uses, such as horse shows, concerts, educational activities, civic celebrations, etc.

Costs of Doing Business — See attached budget

Major Purchases Required

Roller, tractor, water wagon, drag, etc.

Schedule of Facility

Facility Manager – Possibility of City of Franklin Parks offering Full-Time Seasonal Employee as a short-term solution, allowing for one point of contact between Friends of Franklin Parks and City of Franklin Parks.

Friends of Franklin Parks and City of Franklin Parks Department will be in continual communication regarding use of the arena and coordination of additional park facilities. A calendar of regularly scheduled and special events at the multi-purpose equestrian arena will be updated monthly and provided to the City by Friends of Franklin Parks Events.

Availability for Rental by outside organizations

The multi-purpose equestrian arena is available for outside organizations for activities as permitted by the conservation easement and master plan. Specific Usage Parameters, Approval process for events, Field rest for maintenance, Responsibilities of each party, Communication Requirements, will be set forth in usage agreements with users of the facility

Strategies for implementing new programs: This process will be on going will be addressed and reviewed by a Harlinsdale subcommittee of Friends of Franklin Parks

Maintenance Plan —

Provided by the City of Franklin Parks including Athletic Crew.
Built in down time for seasonally/ yearly maintenance.

Staff Management Plan

Organization of Friends of Franklin Parks

Operated by Board of Governors

Executive Director

Administrative Assistant

Arena Coordinator to be hired in conjunction with Parks Depot

Division of Duties between Staff and Volunteers

Hand off to Volunteers

Value-match Volunteers

Promotional Plan

The Promotional plan will be a joint effort between the parks department and Friends of Franklin Parks depending on the event and its need. Friends of Franklin Parks is working closely with an outside marketing firm and plans to continue this resource which will support efforts in all areas listed below.

Marketing Plan

- Social Media (Facebook, Twitter)

- Website

- Email – blast (database)

- Newsprint

- TV

- Marketing Materials (brochures, flyers, press releases, sponsorship brochures, business cards)

Media Spokesperson Duties & Scripts

- Media Policy –

Community Relations Plan

Community involvement is key and we feel there will be dialogue in this area on a regular bases and will be built around personnel communications as well as public forums when the Parks department feels is necessary for engagement.

Mitigation of undesirable effects on community (noise, traffic, restrictions of park usage, feelings of resident displacement)

Year-round local communication strategy – (how to make them a piece of it)

- Reporting to community

- Economic Impact Studies – Random selection – What this arena does for the community

- How proceeds will be distributed.

Financial Plan

3 year Budget – see attached budget

Funds raised at this Arena will be used to future projects at Harlinsdale Park

Short term capital needs are capital to complete improvements to Arena.

Long Term capital needs- Continual to complete more improvements to Arena and Harlinsdale Park.

Revenue Projections

Arena Rental (10 months) Equestrian only

Franklin Polo Academy Rental 10days per month at 100.00 per day for 9 mos = 9,000

Open rentals 12 days per month at 500.00 per day on week days and 750.00 per day week ends

$6 \times 750.00 = 4,500 \times 9 \text{ months} = 40,500.00$

$6 \times 500.00 = 3,000 \times 9 \text{ months} = 27,000.00$

Arena Rental annual total = 76,500.00

- This factors in 6 days each month with no usage and one full month no usage with two months being closed. These are viewing and maintenance days.
- Non-profit usage is on case by case bases.
- Polo Academy usage will be limited to 3-4 hours of haul in hall out usage on designated days and is consistent with donations committed to the development of the project.

Stall Rental (24 stalls) 10.00 per day do not include shavings or feed only the stall and place for bedding to be discarded by renter.

Estimate 100 rentals per mo $\times 10.00 = 1000.00$ per mo $\times 9 \text{ mos} = 9,000.00$

Concessions- Operational 8 days per month with gross sales of 1,000.00 per operational day.

8,000.00 Per month $\times 9 \text{ months} = 72,000$ per year netting 20% sales if we had an outside

vendor so we project another 14,400.00

No alcohol at concession stand!

FOFP special events

2 per year at 50,000. Gross sales and sponsorships per year = 100,000.00

For profit or Non- profit events that require use of all facilities

FOFP receiving 10% donation on all fund raising events. One per month for 9 months.

5,000.00 Each event $\times 9 = 45,000.00$

Arena Sponsors (Target 2-4 corporate sponsors) $2 \times 25,000.00 = 50,000.00$

Arena Rental	\$76,500.00
Stall Rental	\$9,000.00
Concessions	\$14,400.00
FOFP Special Events	\$100,000.00
Other Special Events	\$45,000.00
Arena Sponsors	\$50,000

Total	\$294,900.00 per year
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Revenue will be focused on management and continued development of the Harlinsdale park under the direction of the parks department and the supervision of the Friends of Franklin Parks Board of Governors.

Evaluation Plan

On-site

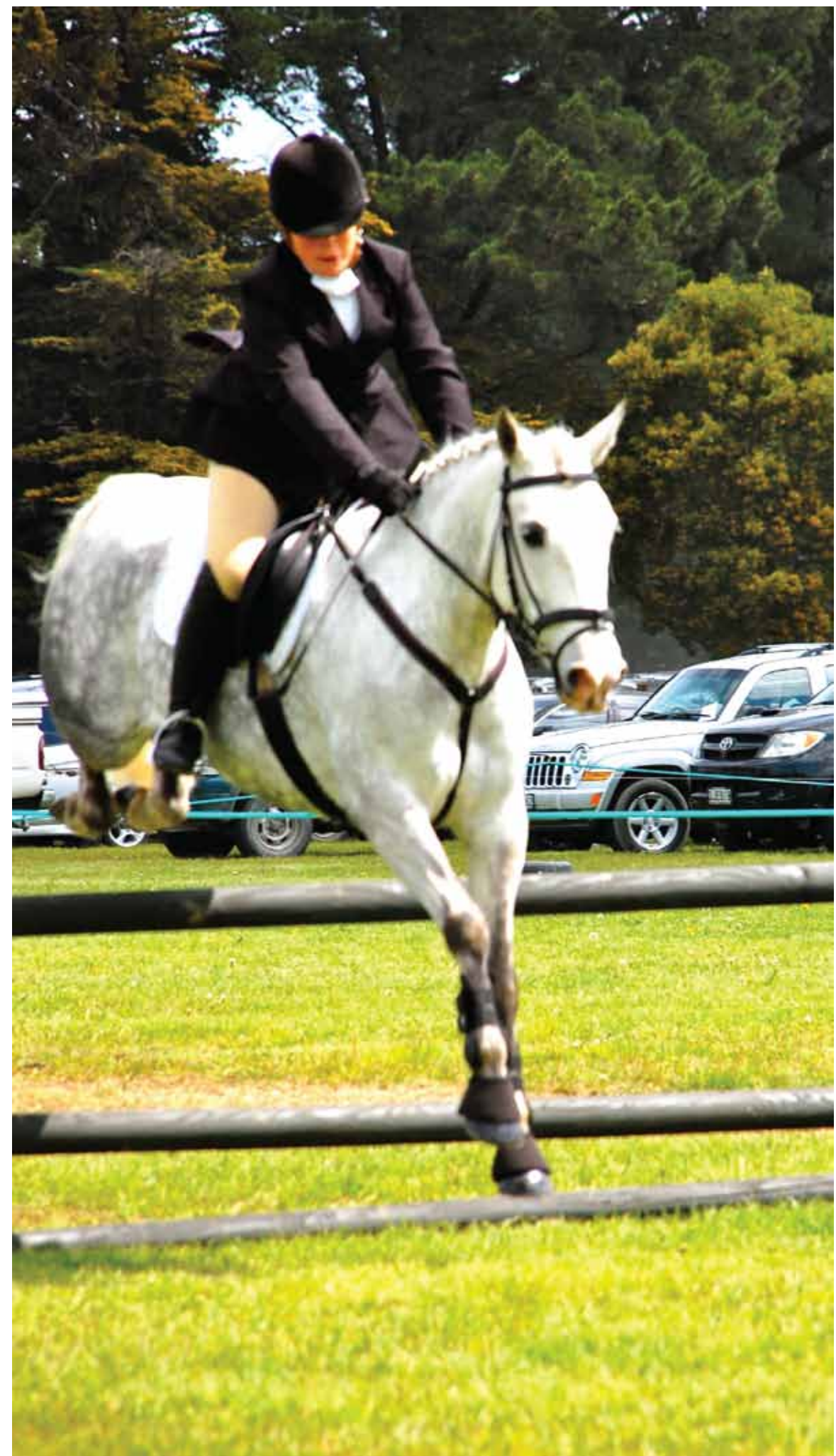
- Entrance/Exit Surveys
- Follow-up Surveys
- Secondary Information

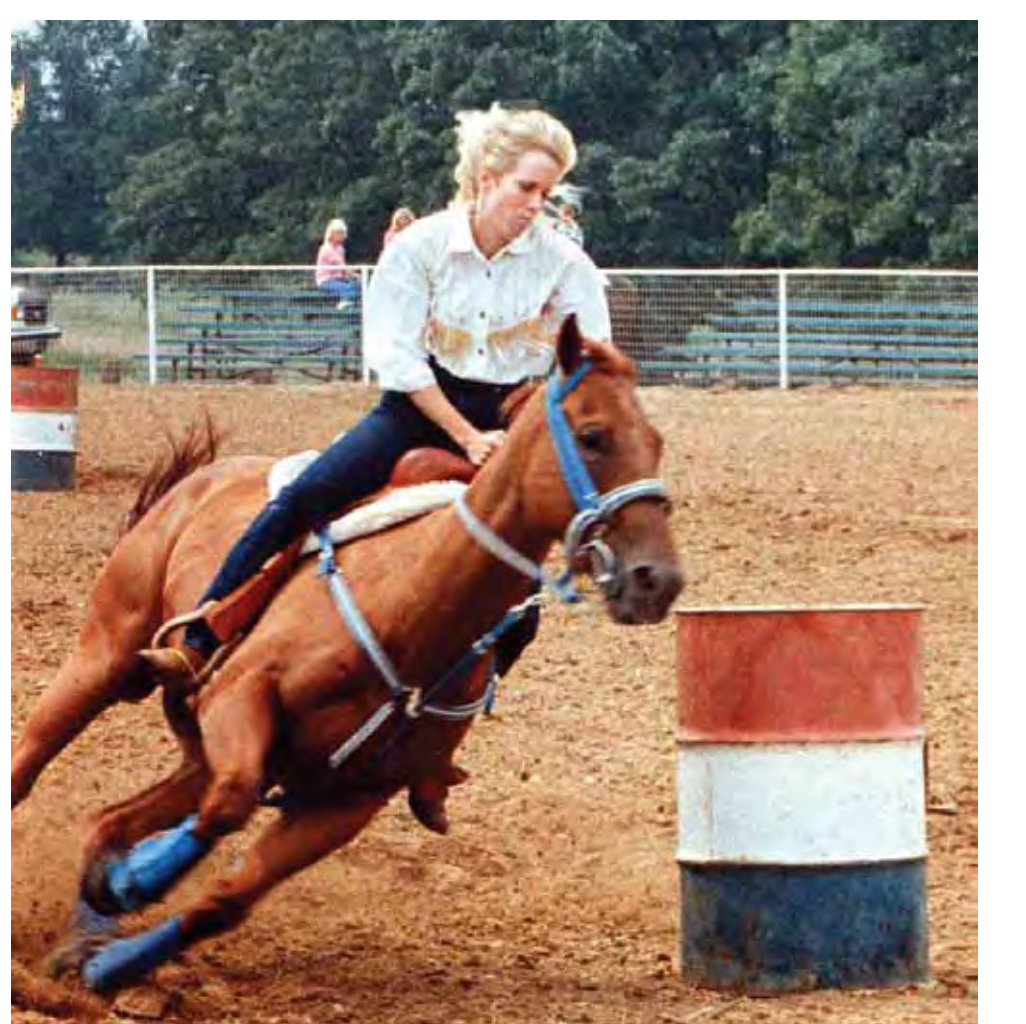
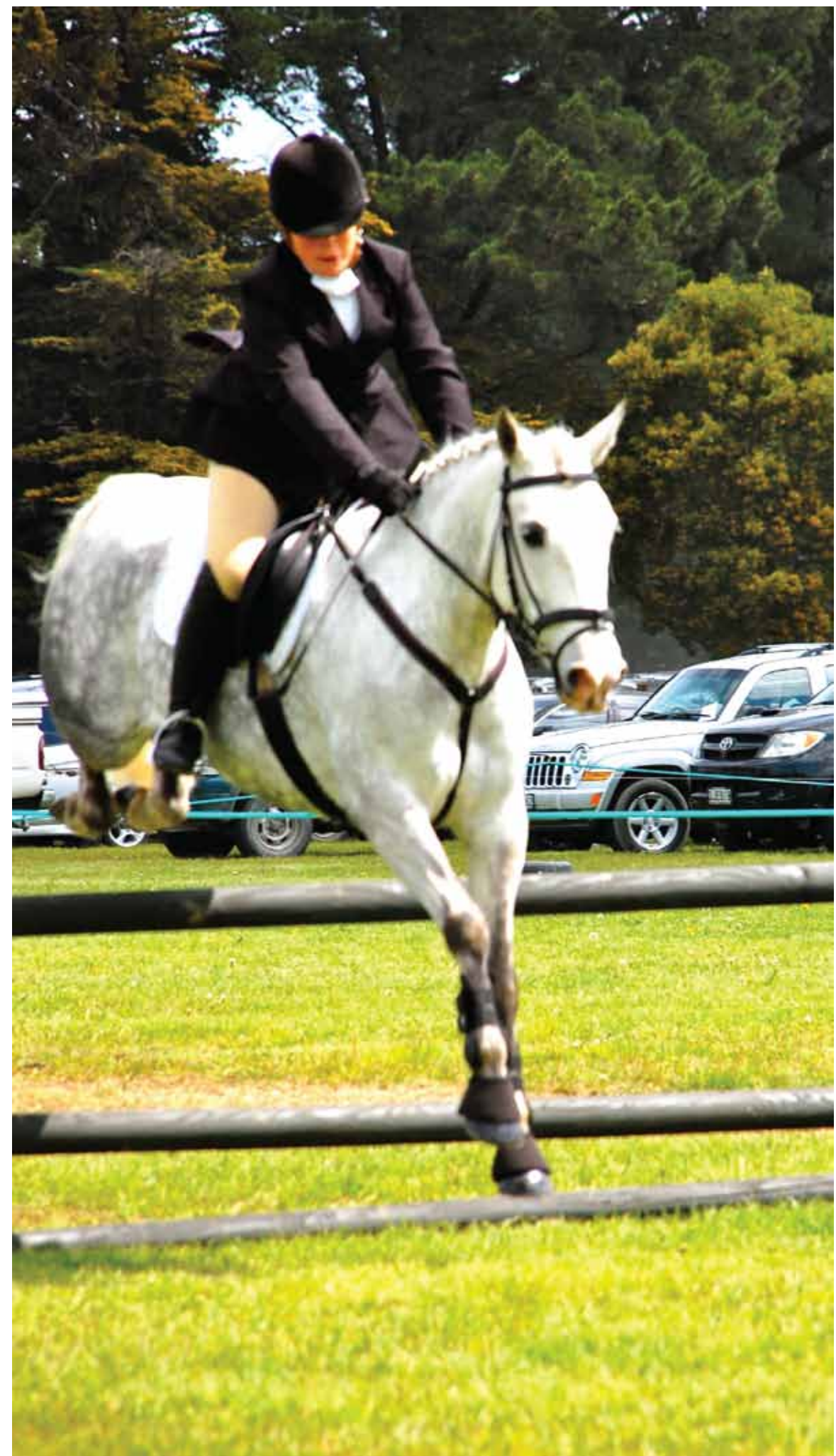
Post-Events/ Programming

- Compare outcomes and pre-determined expectations
- Seek council from team members at every level
- Apply information to all events/programs at location.
- Economic Impact Studies – Random selection

Tangible Outcomes

- Number of days used
- Total number of attendees in Year.







LEASE AGREEMENT
COF Contract No. 2014-0281

**LEASE AGREEMENT FOR MULTIPURPOSE EQUESTRIAN ARENA, HORSE
STABLES, PADDOCKS AND ARENA EVENT SPACE AT THE PARK AT
HARLINSDALE FARM**

This Lease Agreement ("Agreement") is entered into on this the 2nd day of February, 2015 by and between the City of Franklin Parks, Tennessee ("City") and Friends of Franklin Parks, LLC ("Lessee").

WHEREAS, the City owns, operates and maintains certain facilities for equestrian & special events and other public uses, which facilities are generally known as the Park at Harlinsdale Farm ("Harlinsdale Farm"), 239 Franklin Road, Franklin, Tennessee within the City's corporate limits; and

WHEREAS, the City desires to make available to Lessee, and Lessee desires to use a portion of Harlinsdale Farm, which will include constructing a multipurpose arena, arena event space, paddocks, horse stables, and a concessions building, for programs under the direction of the Lessee; and

WHEREAS, the City and Lessee acknowledge that there exists a Master Plan adopted by the City setting forth the anticipated uses of Harlinsdale Farm; and

WHEREAS, the City and Lessee acknowledge that there exists on Harlinsdale Farm a Conservation Easement ("Conservation Easement"), which was granted by the City to The Land Trust for Tennessee, Inc., for the purpose of permanently conserving the Conservation Values of Harlinsdale Farm; and

WHEREAS, the City and Lessee desire to enter into a Lease Agreement which will honor both the Master Plan and the Conservation Easement.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The parties acknowledge the above-stated recitals and they are incorporated into this Agreement as if fully restated herein.
2. **Premises.** The City hereby leases to Lessee and Lessee hereby leases from the City approximately five (5) acres of Harlinsdale Farm as shown on the attached Exhibit A.

Lessee shall construct all improvements on the Premises at its sole cost. The improvements permitted to be constructed are a multipurpose arena; arena event space; paddocks; and a concessions building, as shown on Exhibit B, which is incorporated as if set forth fully herein. Lessee shall comply with all City and/or State of Tennessee rules and regulations to construct such improvements, such as, but not necessarily limited to, obtaining site plan approval and building permits. Lessee shall select all

contractors and suppliers. The City shall approve all plans and specifications for material renovations and alterations, subject to reasonable conditions.

3. **Lease Term.** The term of this Agreement shall be for five (5) years commencing upon execution of the Agreement ("Initial Period") and may be renewed for an additional three (3) year term ("Renewal Period") if agreed to by the parties so long as written notice of renewal is given by Lessee to the City within ninety (90) days of the expiration of the Initial Period. Lessee shall have the option to renew lease for an additional three (3) year term ("Second Renewal Period") if agreed to by the parties so long as written notice of renewal is given by Lessee to the City within ninety (90) days of the expiration of the Renewal Period term.
4. **Use of Premises.** Lessee shall have the right to occupy and use the Premises for the purpose of equestrian programs and events contained solely within the Premises consistent with Master Plan and Conservation Easement. Lessee shall use and occupy the Premises in a safe and careful manner and in compliance with all applicable laws, rules and regulations prescribed by the City and other governmental authorities as may be in force and effect during the term of this Lease. Lessee shall coordinate the use of the Premises by organizations and individuals on a daily usage basis for horse shows, horse competitions exhibitions, and programs and subject to the Special Events Application which is attached as Exhibit C.
5. **Covenant Not to Injure; Renovations and Alterations.** Lessee shall not do any act or suffer any act during the term of this Agreement, which will in any way deface, alter or injure any part of the Premises, excepting normal wear and tear. Lessee shall allow no lien to be placed against the Premises or the Building. All alterations, additions, repairs, replacements and improvements made to or upon the Premises shall be deemed to be part of the Premises and shall become the property of the City upon the expiration or termination of this Lease; provided, however, that trade fixtures, machinery, and equipment that are installed by Lessee and removable without materially injuring the Premises shall remain the property of Lessee.

City's Right to Access. The City reserves the right to access the Premises for private or City-sponsored events. This will be on a limited basis and the City will not unreasonably interfere with existing programs of Lessee. The City at all reasonable times may enter to view the Premises and to make repairs which the City may see fit to make. Premises will be closed by the City for maintenance during the entire months of December and January of each year. Additionally, there will be a period of time during either June, July or August where Premises will be closed by City for maintenance. This time period shall be mutually agreed upon by the Parties.
6. **Rent.** Lessee will pay the City a total sum of One Dollar (\$1.00) as rent for the Initial Period. In addition, Lessee shall reimburse the City in the amount of three percent (3%) of each monetary transaction for all events ("Reimbursement Payment") held by Lessee on the Premises, which will be recovered by the City at the time of each transaction to offset banking, administrative, and credit card fees incurred by the City. Commencing July 1, 2015 (and on July 1 each year thereafter), Lessee shall submit to the City a financial statement clearly showing the revenue generated from each event held at the Premises the

preceding calendar year. Payment of rent shall be due at the same time. The percentage of the Reimbursement Payment shall be reviewed and adjusted, if necessary, on July 1 each year during the Initial Period to ensure that the City's banking, administrative, and credit card fees are adequately being covered. At the end of the Initial Period, and prior to each Renewal Period, the parties shall renegotiate Rent and/or Reimbursement Payment.

7. Lessee's Covenants.

The Lessee:

- a. Shall on or before July 1 each year furnish to the Parks Department a current list of the Lessee's board of directors, officers, employees, reoccurring volunteers and contracted parties, said list to include current addresses, emails addresses and phone numbers.
- b. Shall maintain throughout the term of this agreement and any renewals thereof, the Lessee's non-profit status.
- c. Shall obtain and keep current, at its sole cost, all federal, state and local permits and approvals necessary for the use of the Premises.
- d. Shall coordinate and schedule all events with the Programming Division of the Parks Department, including maintaining a joint calendar updated weekly by the both Lessee and the City. The Lessee shall have the right to schedule events on the Premises. The Lessee shall give priority to equestrian activities when scheduling use of Premises. The City, however, may limit the number of events should the size and/or quantity generate significant negative impacts to the park and/or community. The Lessee may charge a fee for participation in the Lessee's events and/or multipurpose arena use. Any fees charged and/or received by Lessee for use of the Premises shall be handled in accordance with the City of Franklin Fiscal Policy for Receiving and Depositing Cash.
- e. Shall not interfere with or hold simultaneous events within 48 hours of annual events already established by the City for the Park at Harlinsdale Farm (e.g., 4th of July, Family Day, or other large-scale event approved by the City). The City shall coordinate with Lessee to utilize the Premises during these events and may on occasion request participation from Lessee to enhance these events for the general public.
- f. Shall coordinate with the City regarding special & athletic events already established by the City for Harlinsdale Farm (i.e., those events that have obtained a Special Event permit from the City). The City shall coordinate with Lessee to utilize the Premises during these events and may on occasion request participation from Lessee to enhance these events. Shall coordinate with the City in the event of simultaneous events. If events are to operate simultaneously (Lessee and other City-Permitted Events), a joint meeting with each party shall meet 30-days prior to the event taking place to strategically work through traffic (ingress & egress), refuse collection, parking, insurance, public safety concerns and start/end times.
- g. Shall not close or cause to be closed Harlinsdale Farm without the City's permission. At no time shall Harlinsdale Farm close to the public for a private event on behalf of the Lessee unless approved by the City through its standard special events process as provided by the Franklin Municipal Code. Lessee shall not assume sole custody of the entire 200-acres at any time as Harlinsdale Farm is open to the general public and operated at all times as a City park.
- h. Shall notify City immediately of any damage to the Premises.

- i. Shall at the expiration of the said term peaceably yield up to the City the Premises and all erections and additions made upon the same, in good repair in all respects, reasonable use and wear excepted.

8. **City's Covenants.**

The City shall:

- a. Prepare the landscape surfaces of the Premises and maintain them free of ruts and other open and obvious hazards. Maintenance shall include irrigation/water cannon maintenance, and maintaining proper grading of the Premises, and general maintenance, with the exception that the Concessions Building will be solely the responsibility of Lessee.
- b. Keep the exterior buildings, mechanical, electrical and plumbing, in such repair as the same are at the commencement of the Lease or as may be put in during the continuance thereof, reasonable wear and tear only excepted.
- c. Provide appropriate staffing to support maintenance and event programming of the Premises.

9. **Concessions.** The Lessee has rights for the use of the Concessions Building that will be located at the Park at Harlinsdale Farm. Lessee shall be responsible for cleanliness and overall appearance of the concession area. The parties agree that if the City sponsors or permits other special events, the Lessee reserves the first right of refusal to sell concessions for that activity, with the rights of those concessions awarded to Lessee; however, should Lessee decline to sell concessions the City would reserve the right to sell concessions, (Lessee's equipment not to be used). Large special events sponsored by the City may require concession offerings in addition to those supported by Lessee, in which case the City will notify Lessee in advance. Any sublease of the Concessions Building shall be approved by the City.

10. **Programming Events.** Any special event hosted or sponsored by Lessee must be contained within the Premises. The Lessee has the right to program events within the Premises without prior approval from the City; however, the City may limit the number of events should the size and/or quantity generate significant negative impacts to Harlinsdale Farm and/or community. Harlinsdale Farm shall not close to the public without prior approval of the City through its special events process as provided by the Franklin Municipal Code.

11. **Alcohol - Serving & Selling.** The City does not permit alcohol consumption at Harlinsdale Farm outside of a permitted event that meets the following criteria. Lessee may serve or sell alcoholic beverages only by an ABC licensed caterer or after having received a Special Occasion Permit from the Tennessee Alcoholic Beverage Commission, or after having received a Beer Permit from the City of Franklin Beer Board, as applicable. Lessee must comply with all state and local rules and regulations for sale and service of alcohol, including open container and permitting rules. When alcohol is served, the Lessee is required to add the City of Franklin as the additional insured and include an Alcohol Liability Insurance Rider to the Certificate of Liability showing coverage of a minimum of \$1,000,000. The term "sold" refers to: (1) cash bar, and (2) events that charge admission and serve, give away, or sell alcohol during the event, including previous ticket sales. The Lessee must take all reasonable precautions to ensure the safety of all guests with regard to alcohol consumption. The

City reserves the right to evict from the premises any member of any party, who because of intoxication or other consideration, may be found to be creating a disturbance or threatening the peace, tranquility, or safety of guests or property. Events with alcohol that have attendance over 200 people will require at least one paid City of Franklin Police officer on the Premises throughout the entirety of the event.

12. **Indemnification and Hold Harmless.** Lessee shall indemnify and hold harmless Lessor, its officers, agents and employees from:
- a. Any claims, damages or suits for loss of or damage to property, including loss of use thereof, or injuries, including death to persons and from all judgments recovered therefore and from all expense in defending said claims or suits, including court costs and attorney fees for injuries or damages arising, in part or in whole, from the negligent or intentional acts or omissions of Lessee, its officers, employees and/or agents, including its sub or independent contractors and patrons, in connection with this Lease Agreement.
 - b. Any claims, damages, penalties, costs and attorney fees arising from any failure of Lessor, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
 - c. Lessor will not indemnify, defend or hold harmless in any fashion the Lessee from any claims arising from any failure, regardless of any language in any attachment or other document that the Lessee may provide.
 - d. Any claims, damages, penalties, costs and attorneys' fees arising from any action brought against the City of Franklin by any of Lessee's officers, employees and/or agents arising out of any injury incurred by such officer, employee and/or agent in the course of the performance of this contract, regardless of the cause of such injury.
 - e. Lessee shall pay Lessor any expenses incurred as a result of Lessee's failure to fulfill any obligation in a timely manner under this Lease Agreement.

Enforcement Expenses. In the event it becomes necessary for Lessor to employ an attorney to enforce collection of the rents agreed to be paid, or to enforce compliance with any of the covenants or agreements herein contained, Lessee shall be liable for reasonable attorney's fees, costs and expenses incurred by the Lessor.

13. **Insurance.** The Lessee must effect and maintain minimum limits of insurance at all times during this lease as follows:

The Lessee must effect and maintain minimum limits of insurance at all times during this lease as follows:

Commercial General Liability –

\$1,000,000 Each Occurrence
\$ 500,000 Damage to Rented Premises (Each Occurrence)
\$1,000,000 Personal and Advertising Injury
\$2,000,000 General Aggregate
\$2,000,000 Products-Completed Operations Aggregate

Umbrella –

\$3,000,000 Each Occurrence
\$3,000,000 Aggregate

The Lessee must provide a Certificate of Insurance and shall name the City of Franklin as an Additional Insured with the attachment of the applicable Additional Insured Endorsement. The Lessee must provide such Certificate of Insurance to the Lessor on an annual basis.

The insurer must (1) be listed as approved to do business in Tennessee by the Tennessee Department of Commerce and Insurance; (2) have an A.M. Best financial rating of A-(X) or better; and (3) be otherwise acceptable to the Administrator and Risk Manager of the City of Franklin.

The insurance coverage required shall not be cancelled, reduced in coverage or limits, or allowed to lapse unless and until the City of Franklin receives at least thirty (30) days advance written notice from the Lessee.

14. **Default, Insolvency, etc. of Lessee.** If Lessee shall neglect or fail to perform and observe any of the covenants in this instrument, which on its part are to be performed and such default shall continue for a period of thirty (30) days after the mailing of a written notice, postage prepaid from the City to the Lessee specifying such default, or the Lessee shall be declared bankrupt or insolvent according to law, or if any assignment shall be made of any of its property for the benefit of creditors, then, and in any of the said cases, the City or those having their estate in said premises, lawfully may immediately or at any time thereafter, and while such neglect or default continues and without further notice or demand, enter into and upon the premises or any part thereof in the name of the whole and repossess the same as of their former estate and expel the said Lessee and those claiming under it, and remove their effects (forcibly if necessary) without being taken or deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used for arrears of rent, or preceding breach of covenant and, at the Lessor's election, the said term shall cease and be ended.
15. **Partnership/Joint Venture.** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.
16. **Termination.** This Agreement may be terminated by either party, with or without cause, upon one hundred eighty (180) days written notice to the other party at the address listed below.
17. **Assignment.** Lessee shall not assign this agreement in its entirety without the prior written consent of the Board of Mayor and Aldermen.

18. **Notice.** Any notice provided pursuant to this Lease, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or such other address as either party may in the future specify in writing to the other):

LESSOR:

City of Franklin
P.O. Box 305
Franklin, Tennessee 37065-0305
Attn: Lisa R. Clayton, Parks Director

With a copy to:

City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064
Attn: City Attorney

LESSEE:

Friends of Franklin Parks, LLC
P.O. Box 383
Franklin, Tennessee 37065
Attn: Monty McInturff, President

With a copy to:

Franklin Tomorrow
P.O. Box 383
Franklin, Tennessee
Attn: Mindy Tate, Executive Director, Franklin Tomorrow

Either party may by written notice to the other change the address to which subsequent notice shall be directed.

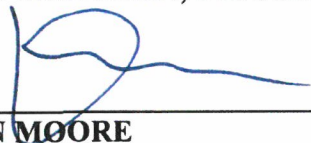
19. **Governing Law.** The validity, construction and effect of this Lease and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the City may provide. Any language specifying any other governing law included in the Lease is deleted and is null and void.
20. **Venue.** Any action between the parties arising from this agreement shall be maintained in the courts of Williamson County, Tennessee.
21. **Tennessee Public Records Act.** The Lessee understands that the City is subject to the Tennessee Public Records Act. This may require City to give requested documents to members of the public or press including, but not limited to a copy of this Lease. Compliance by City with the Open Records Act shall not be a breach of the Lease.

22. **Waiver.** No waiver of any provision of this Lease shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default
23. **Severability.** Should any provision of this Lease be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Lease.
24. **Accident & Incident Report Forms.** Lessee agrees to make the attached Accident Report Form and Incident Report Form a part of this Lease Agreement. The Accident Report Form & Incident Report Form is to be made available to all affiliated with the Lessee's organization with instructions on its use and purpose, specifically, that any and all accidents and incidents are to be reported on this form and submitted to the Franklin City Parks Department no later than 24 hours after an accident or incident.
25. **Conservation Easement.** The City and Lessee acknowledge and understand that the Lease Agreement is both subordinate to and subject to the terms of the Conservation Easement.
26. **Entire Agreement.** This Lease Agreement and its attachments contain the entire agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this Lease Agreement shall be valid or binding; and this Lease Agreement may not be enlarged, modified or altered except in writing signed by the parties and attached hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto caused their names to be signed to multiple copies of this Lease Agreement as of the day and date last written below in Acknowledgements, all copies constituting, however, but one Lease Agreement.

CITY OF FRANKLIN, TENNESSEE

Lessor

By: 

DR. KEN MOORE

Mayor

ATTEST:

By: 

ERIC S. STUCKEY

City Administrator

Approved as to form by:



Attorney for City of Franklin

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 2 day of Feb., 2015.

Vicki L. Parr

Notary Public

My Commission Expires: 3-21-16



FRIENDS OF FRANKLIN PARKS, LLC

Lessee

By: [Signature]
Its: President

Approved as to form by:

[Signature]

Attorney for Friends of Franklin Parks, LLC

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

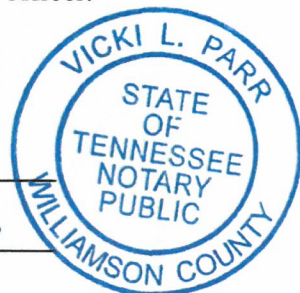
Before me, the undersigned Notary Public of said County and State, personally appeared Monty McIntire with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the President of Friends of Franklin Parks, LLC, the within named Lessee, and that as such, executed the foregoing instrument for the purposes therein contained, by signing the name of the Lessee by him/herself as such officer.

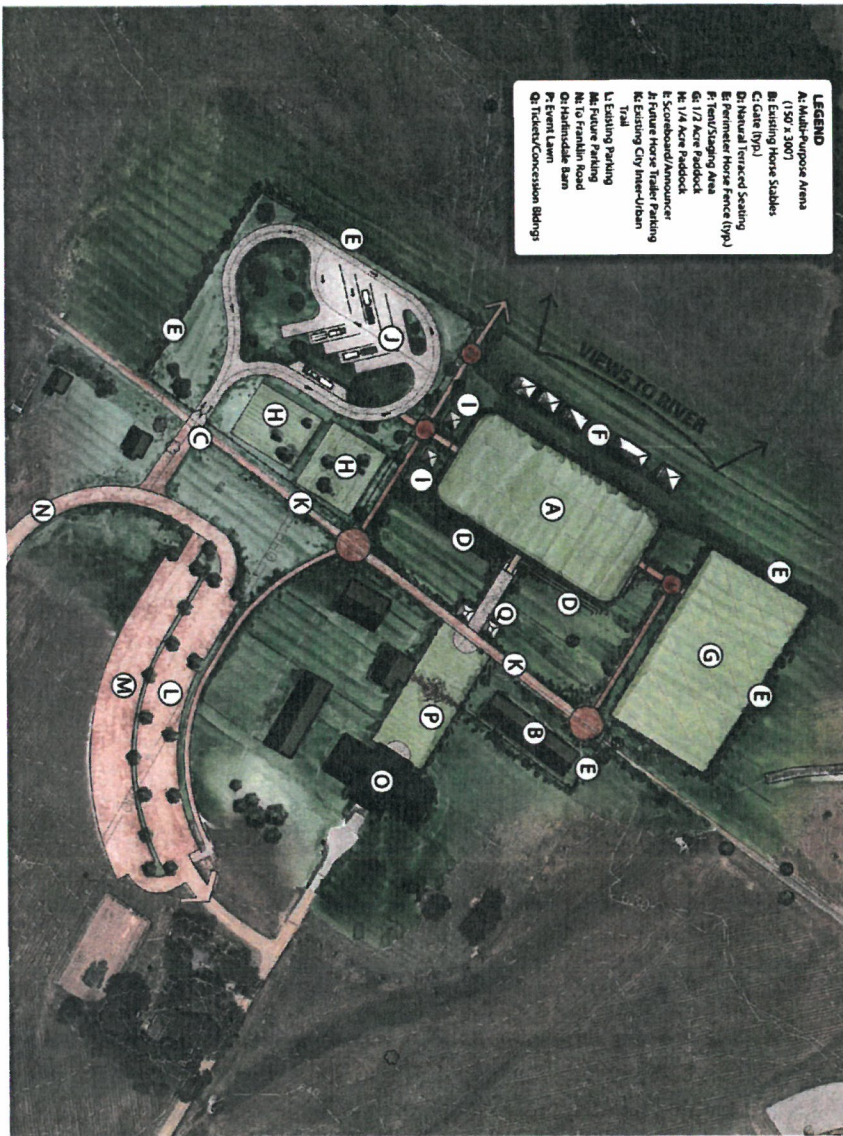
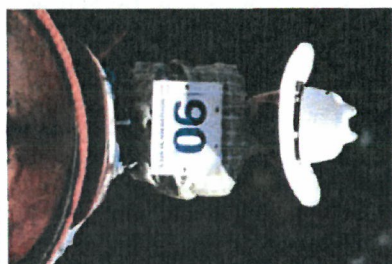
Witness my hand and seal this 2 day of Feb., 2015.

Vicki L. Parr

Notary Public

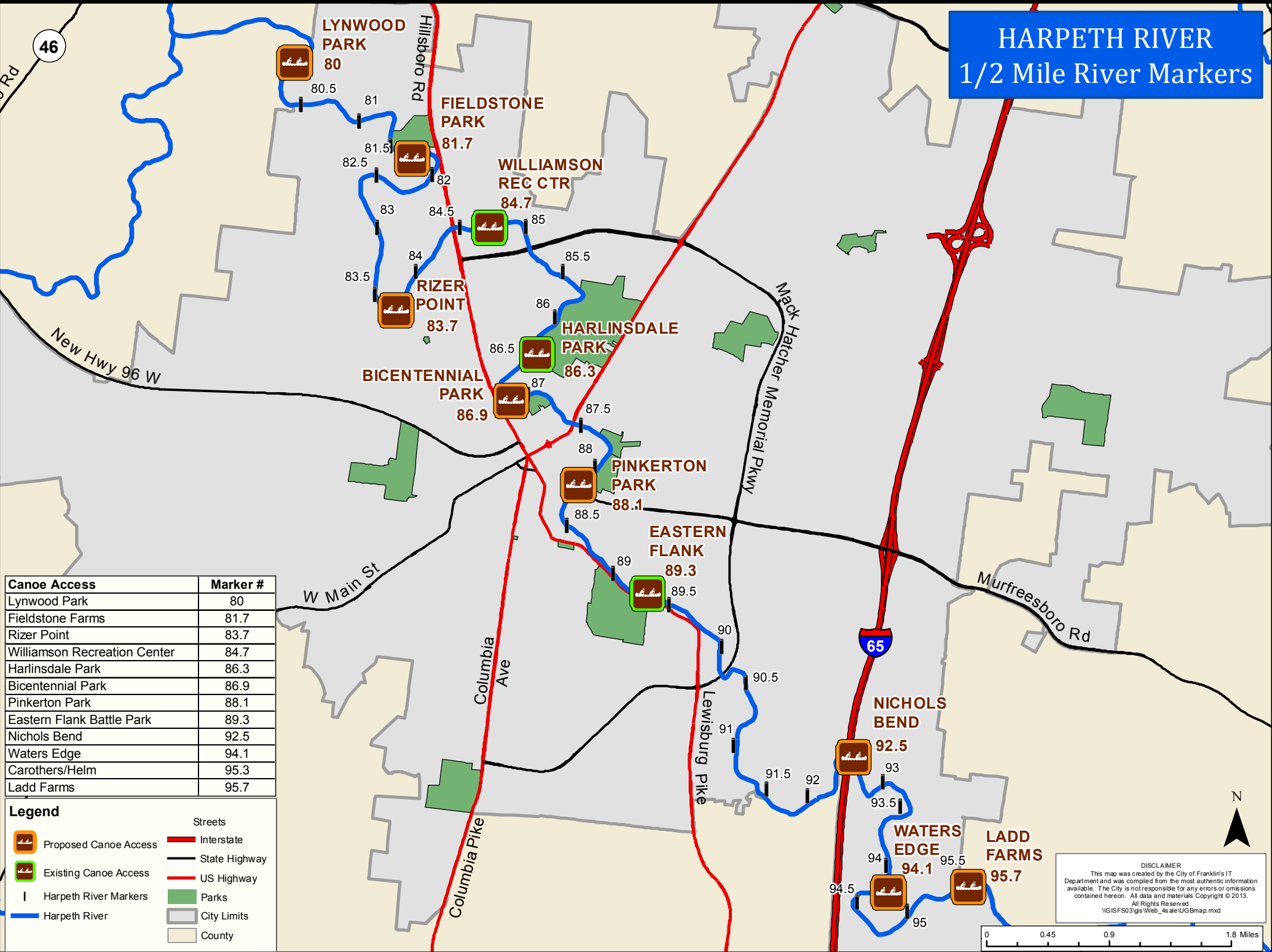
My Commission Expires: 3-21-16





PARK AT HARLINSDALE FARM MULTI-PURPOSE EQUESTRIAN ARENA CONCEPTUAL MASTER PLAN

HARPETH RIVER 1/2 Mile River Markers





Franklin*Forward*: Progress Update



Franklin*Forward* Strategic Plan & Benchmarking Progress Update

Franklin*Forward*: Progress Update



Summary:

Integration Steps:

- 1) Visualize the Themes
- 2) Identify the Champions
- 3) Integrate Existing Performance Measures

Status of the Plan

Transparency Initiatives

Next Steps

Franklin*Forward*: Progress Update



Integration Step 1: Visualization

A Safe Clean and Livable City	An Effective and Fiscally Sound City Government Providing High Quality Service	Quality Life Experiences	Sustainable Growth & Economic Prosperity
			

Franklin*Forward*: Progress Update



Integration Step 2: Identifying the Champions

Staff evaluated each of the 4 themes, 15 sub-themes, 64 goals and 74 baselines and assigned them to a particular department.

A Safe Clean and Livable City



Having a safe, clean, and livable city is a primary requisite for our citizens and they are supportive of the means necessary to assure the idyllic yet progressive character of Franklin. Residents want to live healthier, sustainable lives and will support services that deliver high standards. Franklin takes pride in the professionalism and quality of our police, fire, and emergency response teams. We understand the importance of code enforcement as a means of precluding declining and unsafe neighborhoods and business districts. The City recognizes its role as a steward of the environment as we deliver essential services while preserving the natural beauty of the community.

Franklin will have safe neighborhoods supported by high-quality police, fire, and emergency services as well as effective code enforcement.

The Franklin Police Department will establish performance standards that help surpass current levels of low crime.	
Goal: The violent crime rate in Franklin will remain at least half of the national average and decrease by 3% annually.	Police
Benchmarks: The National Violent Crime Rate for 2011 was 386 per 100,000 residents. The Violent Crime Rate in Franklin was 166 per 100,000 residents (FBI, Crime in America, Uniform Crime Report).	

Champion

Franklin*Forward*: Progress Update



Integration Step 2: Identifying the Champions

				
Theme	A Safe Clean and Livable City	An Effective and Fiscally Sound City Government Providing High Quality Service	Quality Life Experiences	Sustainable Growth & Economic Prosperity
Sub-Themes	5	3	4	3
Goals	18	9	21	16
Departments	Police, Fire, Administration, Building & Neighborhood Services Planning, Fleet, Facilities, Water & Sewer, Sanitation & Environmental Services	Administration, Communications, IT, Finance, Human Resources	Planning, Communications, Parks, TOC, FTA, Administration, Economic Development	Administration, Planning, Economic Development

FranklinForward: Progress Update



Integration Step 3: Melding the Plan with Existing Data

Franklin has an existing performance measurement effort. In fact it has *five*.

- ***FranklinForward***
- ***Tennessee Municipal Benchmarking Project (through UT)***
- ***Sustainable Franklin***
- ***Franklin Tomorrow***
- ***Annual Operating Budget***



FranklinForward: Progress Update



Integration Step 3: Melding the Plan with Existing Data

Starting with next year's budget, all of these disparate measures will be unified within each departmental budget section. A standardized approach to performance measures - where all data measured is separated into workload, efficiency and outcome measures - has been instituted to provide clarity and increase the usefulness of the information.

Building & Neighborhood Services: Performance Measures



FranklinForward : A Vision for 2033 | Objectives for Developing a Strategic Plan

Theme: A Safe Clean and Livable City



Franklin will have safe neighborhoods supported by high-quality police, fire, and emergency services as well as effective code enforcement.

Franklin will enhance the value and character of our community through progressive and responsive development and neighborhood services.

Goal: Franklin will reduce the number of cases and days it takes to resolve identified property maintenance violations.

Baseline: The number of cases reported for property maintenance violations in 2012 was 179 (Neighborhood Resources & Property Maintenance)

Baseline: The current number of days to respond and resolve citizen requests regarding property maintenance for service in 2012 was 21 (Neighborhood Resources & Property Maintenance)

Baseline: 70.4% percent of property maintenance cases were cleared within 10 days in 2012 (126 cases cleared out of 179 total) (Neighborhood Resources & Property Maintenance).

Key: Strategic Plan: FranklinForward	
Sustainable Franklin	
Tennessee Municipal Benchmarking Project	

Workload (Output) Measures

	2011	2012	2013	2014	2015
Total permits	1,216	9,046	5,896	8472	
Total construction plans reviewed	961	1,296	904	896	

Strategic Plan Theme
Front and Center

Easy to Use Key shows
which plan is related
to which measure

Data organized in one
of three categories:
Workload, Efficiency
or Outcome
(Effectiveness)

Franklin*Forward*: Progress Update



Status of the Strategic Plan

As part of the evaluation process in determining the champions and developing a visual tie-in for each theme, staff also took time to evaluate the functionality of the plan.

- How many goals actually have baselines?
- How many baselines actually have measures determined?
- And do we have access to the data we need to update the plan consistently?

Franklin*Forward*: Progress Update



Status of the Strategic Plan

How many goals actually have baselines?

Baseline Establishment:

Function: Establishing baselines which can measure goals to determine progress of strategic plan

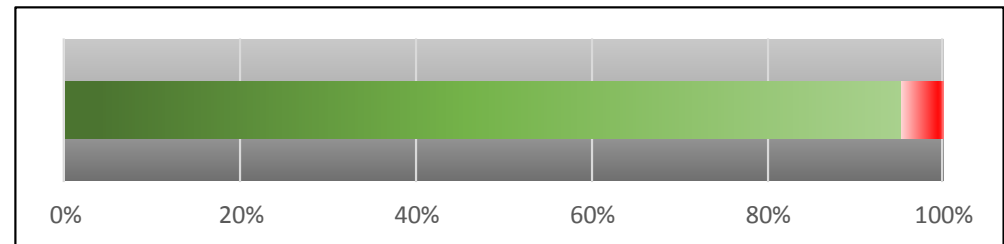
Goal: 100%

By: ASAP

Goals which have baselines	61
Goals which do not have baselines	3
Total Goals	64

Progress Ranking

Good



FranklinForward: Progress Update



Status of the Strategic Plan

How many baselines actually have measures determined?

Measurement Determination:

Function: To determine how many baselines are established and to what extent they are established

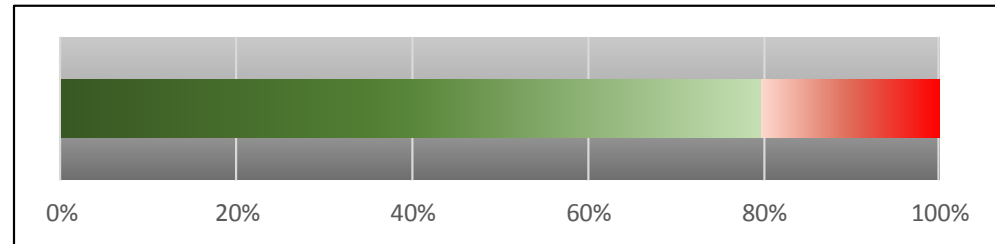
Goal: 100%

Baselines with determined measures	59
Baselines which have no measure	15
Total Baselines*	74

**Please note: Some goals have more than one baseline.*

Progress Ranking

Improvement Needed



FranklinForward: Progress Update



Status of the Strategic Plan

And do we have access to the data we need to update the plan consistently?

Data Determination

Function: To determine how many baselines are established and to what extent they are established

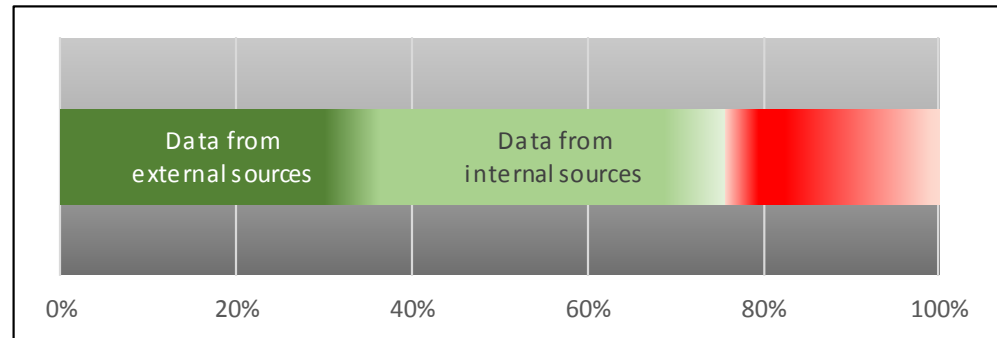
Goal: 100%

Data from external sources	27
Data from internal sources	29
Data from citizen survey	5
Data source not established	13
Total Baselines*	74

**Please note: Some goals have more than one baseline.*

Progress Ranking

Improvement Needed



Franklin*Forward*: Progress Update



Transparency Initiatives

Having a strategic plan with quantifiable results and an integrated performance measurement is great, but unless there is an accessible and easy way to communicate the results and progress of such a plan, it will go for naught. Administration is researching several online/cloud-based solutions which will increase the City's transparency in the areas of budgeting and performance measurement. These will not only be accessible online, but allow anyone to easily view City Finances and City performance in a series of graphical, numeric and descriptive forms. The goal is that these tools for transparency will be unveiled in early 2015.



Franklin*Forward*: Progress Update



Next Steps:

Staff

November 2014:

Present to BOMA Progress Update

Continue to refine performance measures with departments

Continue to evaluate transparency/online data initiative options

December 2014:

Prepare FY 2016 Budget templates inclusive of integrated performance measures

Continue to evaluate transparency/online data initiative options

January 2015:

Quarterly Report to BOMA on one Theme of FranklinForward

Winter-Spring 2015:

Unveiling of FY 2016 Operating Budget w/ Integrated performance measures

Launching of Online Transparency Tools

BOMA

Provide feedback to staff on Strategic Plan & related initiatives

Be aware for the need (and future request) for a citizens survey to provide necessary data for **FranklinForward**



FranklinForward: Progress Update



Since July 1, staff has worked to develop a plan for the operational integration of the City's Strategic Plan, **FranklinForward**. This plan so far has consisted of three steps to elevate the plan from paper to action:

- Visualizing the Themes
- Identification/Creation of "Champions"
- Integration of Existing Performance Measure Efforts into the Strategic Plan

Visualization of the Themes

The first step in advancing the Strategic Plan was to create identifiable icons for each theme. Research has shown that it is easier to identify and remember the theme if there is an icon behind it (this is branding 101 - think the McDonald's arches, the Sinclair Dinosaur, or even our new City Seal). We have advanced that concept here by creating one icon for each theme:

	A Safe Clean and Livable City
	An Effective and Fiscally Sound City Government Providing High Quality Service
	Quality Life Experiences
	Sustainable Growth & Economic Prosperity

FranklinForward: Progress Update



Creating "Champions" for the Goals

Once we identified a visual way to quickly remember each of the four themes, we set out to make a practical way to actually achieve/manage the goals of the strategic plan. The most practical way was to assign a "champion" department for each goal within the four themes of FranklinForward. Although not perfect, by assigning each goal to a department within the budget, the likelihood that each goal and in turn each theme is followed and achieved increases greatly. Some goals have been assigned to contracted services, rather than City departments (e.g. Franklin Transit Authority, Economic Development) because they can only be achieved by external agencies, or because the ability to influence that goal is greatest within those outside agencies rather than within the City. All goals, however, have been assigned to a budget line-item, and thus will be reflected in the Fiscal Year 2016 budget and beyond, ensuring that attention is given to the Strategic Plan going forward annually.

				
Theme	A Safe Clean and Livable City	An Effective and Fiscally Sound City Government Providing High Quality Service	Quality Life Experiences	Sustainable Growth & Economic Prosperity
Sub-Themes	5	3	4	3
Goals	18	9	21	16
Departments	Police, Fire, Administration, Building & Neighborhood Services Planning, Fleet, Facilities, Water & Sewer, Sanitation & Environmental Services	Administration, Communications, IT, Finance, Human Resources	Planning, Communications, Parks, TOC, FTA, Administration, Economic Development	Administration, Planning, Economic Development



FranklinForward: Progress Update



Integrating all of COF Measures

The final step of integration of the Strategic Plan into operations of the City of Franklin was to tie it to all of the other performance based measures and benchmarking the City currently does. For the record, the City of Franklin currently participates in no less than five (5) city-wide efforts which measure performance in some way, shape or form: *FranklinForward*, Tennessee Municipal Benchmarking Project (TMBP), Sustainable Franklin, Franklin Tomorrow and existing performance measures reflected in the annual budget document and year-end reports. In order to integrate each component into the Strategic Plan, a new departmental performance template has been created (see attached example for Building & Neighborhood Services), whereby the assigned theme and goals of the Strategic Plan are first, followed by a traditional breakout of performance measures according to whether they are a workload, an efficiency or an outcome measure.

Our goal is simple: Create a unified performance measurement system for the City of Franklin which orients everything we do through the strategic plan while measuring our performance using best practices across our industry and other cities in Tennessee. The result will be a cohesive, meaningful and useful performance measurement effort accessible to citizens, elected officials, staff and taxpayers alike.

While evaluating existing performance measures, staff also took the opportunity to review progress on the strategic plan. In doing so, we inventoried each theme, goal and baseline to see how much additional work was necessary before we even began to update the data in the plan. The results are shown on the next page. They show that although most goals have defined baselines, some data is missing and requires additional resources. For some baselines and goals, this means the City will have to conduct a new Citizen Survey.

FranklinForward: Progress Update



Baseline Establishment:

Progress Ranking

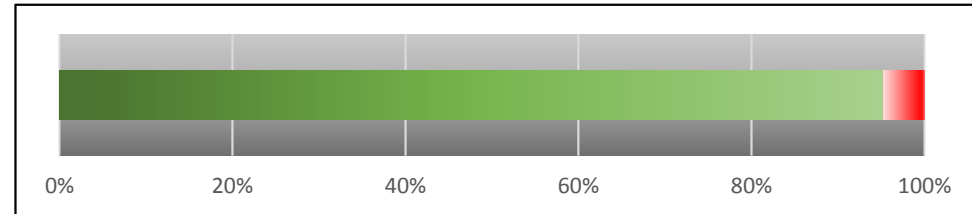
Good

Function: Establishing baselines which can measure goals to determine progress of strategic plan

Goal: 100%

By: ASAP

Goals which have baselines	61
Goals which do not have baselines	3
Total Goals	64



Measurement Determination:

Progress Ranking

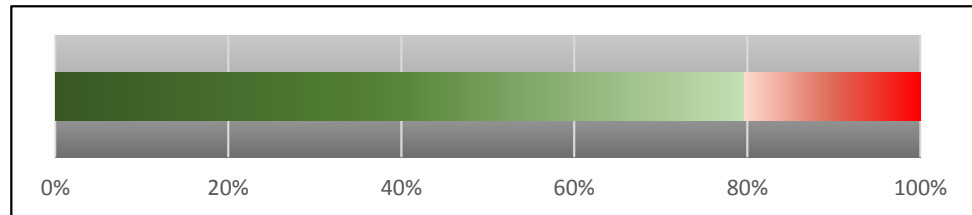
Improvement Needed

Function: To determine how many baselines are established and to what extent they are established

Goal: 100%

Baselines with determined measures	59
Baselines which have no measure	15
Total Baselines*	74

*Please note: Some goals have more than one baseline.



Data Determination

Progress Ranking

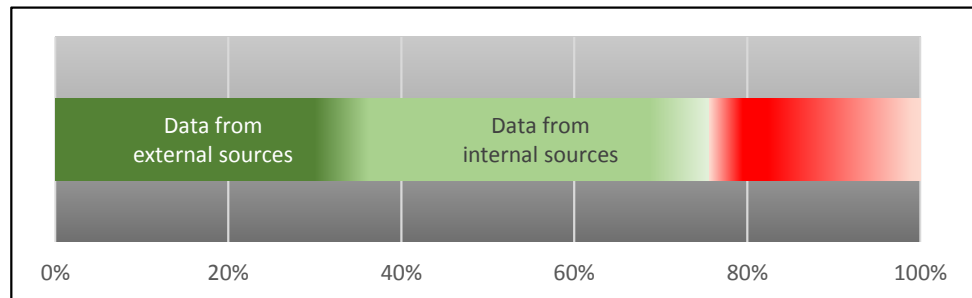
Improvement Needed

Function: To determine how many baselines are established and to what extent they are established

Goal: 100%

Data from external sources	27
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Data from citizen survey	5
Data source not established	13
Total Baselines*	74

*Please note: Some goals have more than one baseline.





FranklinForward: Progress Update



Transparency

Having a strategic plan with quantifiable results and an integrated performance measurement is great, but unless there is an accessible and easy way to communicate the results and progress of such a plan, it will go for naught. Administration is researching several online/cloud-based solutions which will increase the City's transparency in the areas of budgeting and performance measurement. These will not only be accessible online, but allow anyone to easily view City Finances and City performance in a series of graphical, numeric and descriptive forms. The goal is that these tools for transparency will be unveiled in early 2015.

Next Steps

The following timeline outlines next steps in our operational integration of Franklin Forward.

November 2014:	Present to BOMA Progress Update Continue to refine performance measures with departments Continue to evaluate transparency/online data initiative options
December 2014:	Prepare FY 2016 Budget templates inclusive of integrated performance measures Continue to evaluate transparency/online data initiative options
January 2015:	Quarterly Report to BOMA on one Theme of FranklinForward
Winter-Spring 2015:	Unveiling of FY 2016 Operating Budget w/ Integrated performance measures Launching of Online Transparency Tools

Building & Neighborhood Services: Performance Measures

How a community utilizes its resources must be governed in accordance with its citizens wishes and its plans for the future. Therefore, beginning in FY 2015, The City of Franklin has established **FranklinForward : A Vision for 2033**. This Strategic Plan has specific and demonstrable objectives for each department which, when achieved individually, will cohesively move Franklin forward to meet the challenges and demands of the future.

Each budget has a series of performance measures and benchmarks attached to it which demonstrate the workload, effectiveness and outcome of taxpayer support for the annual operations of the City of Franklin and its pursuit of the goals of the Strategic Plan. Together, these measures demonstrate a proper and diligent use of taxpayer dollars in the pursuit of a greater community.



FranklinForward : A Vision for 2033 | Objectives for Developing a Strategic Plan

Theme: A Safe Clean and Livable City



Franklin will have safe neighborhoods supported by high-quality police, fire, and emergency services as well as effective code enforcement.

Franklin will enhance the value and character of our community through progressive and responsive development and neighborhood services.

Goal: Franklin will reduce the number of cases and days it takes to resolve identified property maintenance violations.

Baseline: The number of cases reported for property maintenance violations in 2012 was 179 (Neighborhood Resources & Property Maintenance)

Baseline: The current number of days to respond and resolve citizen requests regarding property maintenance for service in 2012 was 21 (Neighborhood Resources & Property Maintenance)

Baseline: 70.4% percent of property maintenance cases were cleared within 10 days in 2012 (126 cases cleared out of 179 total) (Neighborhood Resources & Property Maintenance).

Key:	Strategic Plan: FranklinForward	
	Sustainable Franklin	
	Tennessee Municipal Benchmarking Project	

Workload (Output) Measures

	2011	2012	2013	2014	2015*
Total value of building and development	\$ 327,098,938	\$ 308,800,078	\$ 395,981,855	\$ 568,207,950	\$ 650,000,000
Total revenue	\$ 817,361	\$ 1,417,679	\$ 1,074,791	\$ 10,156,739	\$ 5,000,000
Total permits	1,216	9,046	5,896	8,472	8,000
Total construction plans reviewed	961	1,296	904	896	800
Total certificates of occupancy issued	N/A	799	912	428	600
Building inspections performed	N/A	21,101	27,966	23,991	25,000
Building code violations	N/A	3,889	N/C	5,388	4,200
Property Maintenance code inspections	N/A	272	499	566	600
Total property maintenance code violations	N/A	0	343	566	600
Inoperable auto violations	N/A	38	17	97	50
Overgrown lot violations	N/A	15	54	88	90
Dilapidated structure violations	N/A	0	10	29	20
Property Parcels	N/A	24,007	21,379	21,591	22,000
Number of building inspector / certified plan reviewer FTEs	N/A	11	11	15	16
Number of permit technician / administrative / support FTEs	3	4	7	7	7

Building & Neighborhood Services: Performance Measures

	Total number of building code FTEs	N/A	22	20	25	26
	Property maintenance code enforcement FTE's	N/A	2.5	2	2	2
	Property maintenance administrative and support FTEs	N/A	1	0	0	0
	Property Maintenance Inspections / 1,000 Parcels	N/A	11	23	26	27
	Tennessee Statewide Benchmarking Average	N/A	53	123	TBD	TBD
	Number of Construction Plans Reviewed per FTE (Inspectors/Reviewer FTEs Only)	N/A	N/A	82	60	50
	Tennessee Statewide Benchmarking Average	N/A	N/A	96	TBD	TBD
	Building Inspections per FTE (Inspectors FTEs Only)	N/A	N/A	2,542	1,599	1,563
	Tennessee Statewide Benchmarking Average	N/A	N/A	1,911	TBD	TBD

*FY 2015 data estimated.

Efficiency Measures

		2011	2012	2013	2014	2015*
	Building Code Enforcement Program Cost per Capita	N/A	N/A	\$ 32	\$ 29	\$ 30
	Tennessee Statewide Benchmarking Average	N/A	N/A	\$ 14	TBD	TBD
	Building Code Inspectors/Certified Plan Reviewer FTE per 1,000 Population	N/A	N/A	0.18	0.22	0.23
	Tennessee Statewide Benchmarking Average	N/A	N/A	0.10	TBD	TBD
	Property Maintenance Code Enforcement Program Cost per Capita	N/A	N/A	\$ 6	\$ 7	\$ 7
	Tennessee Statewide Benchmarking Average	N/A	N/A	\$ 4	TBD	TBD
	Property Maintenance Inspections per Property Maintenance Inspector FTEs	N/A	N/A	250	283	300
	Tennessee Statewide Benchmarking Average	N/A	N/A	898	TBD	TBD
	Property Maintenance Code Enforcement Program Cost per Parcel	N/A	N/A	\$ 16	\$ 23	\$ 23
	Tennessee Statewide Benchmarking Average	N/A	N/A	\$ 10	TBD	TBD
	Revenue per Permit Issued	N/A	N/A	\$ 182	\$ 1,199	\$ 625
	Tennessee Statewide Benchmarking Average	N/A	N/A	\$ 229	TBD	TBD
	Building Code Enforcement cost per permit issued	N/A	\$ 207.47	\$ 338.00	\$ 234.07	\$ 262.50
	Tennessee Statewide Benchmarking Average	N/A	\$ 570.29	\$ 444.00	TBD	TBD
	Total building code enforcement cost per building inspection	N/A	\$ 88.94	\$ 71.00	\$ 82.66	\$ 84.00
	Tennessee Statewide Benchmarking Average	N/A	\$ 103.89	\$ 100.00	TBD	TBD

*FY 2015 data estimated.

Building & Neighborhood Services: Performance Measures

Outcome (Effectiveness) Measures

		2011	2012	2013	2014	2015*
	Reduce the number of cases and days it takes to resolve identified property maintenance violations.					
	# of cases reported for property maintenance violations	Measure did not exist	179	343	566	600
	Target		179	179	179	179
	Meets Target?		Yes	No	No	No
	# of days to respond and resolve citizen requests regarding property maintenance for service	14	21	N/C	21	21
	Target	21	21	21	21	21
	Meets Target?	Yes	Yes	N/A	Yes	Yes
	% of property maintenance cases cleared within 10 days	Measure did not exist	70.4%	Data being compiled		
	Target		70.4%	70.4%	70.4%	70.4%
	Meets Target?		Yes	TBD	TBD	TBD
	Average number of days from complaint to first inspection	6	3	N/C	2	2
	Cases brought into compliance	1011	210	325	580	600
	Number of Property Maintenance Cases Brought Into Compliance per 1,000 Population	N/A	3	5	8	9
	Tennessee Statewide Benchmarking Average	N/A	25	26	TBD	TBD
	% of all Property Maintenance Violations Brought into Compliance	N/A	N/A	95%	102%	100%
	Tennessee Statewide Benchmarking Average	N/A	N/A	92%	TBD	TBD

*FY 2015 data estimated.

Note:

Revenue and value of building estimates for FY 2015 are estimates and require further refinement.



FranklinForward: Progress Report



Theme: A Safe Clean and Livable City



Sub-Theme: Franklin will enhance the value and character of our community through progressive and responsive development and neighborhood services.

Goals

FY 2011 FY 2012 FY 2013 FY 2014 FY 2015*

Franklin will increase the percentage of residents who rate their neighborhoods as either good or excellent in an annual, biannual, or other specified periodic citizen survey

Department: Administration					
Establish a baseline for measuring citizen satisfaction via Citizen, HOA, or social media surveys.					
Baseline established?	N/A	No	No	No	Yes
Survey Conducted?	N/A	No	No	No	Unlikely
Target	N/A	Yes	Yes	Yes	Yes
Meets target?	N/A	No	No	No	No

Franklin will reduce the number of cases and days it takes to resolve identified property maintenance violations.

Department: Building & Neighborhood Services					
Reduce the number of cases and days it takes to resolve identified property maintenance violations.					
# of cases reported for property maintenance violations	Measure did not exist	179	343	566	600
Target		179	179	179	179
Meets Target?		Yes	No	No	No
# of days to respond and resolve citizen requests regarding property maintenance for service	14	21	0	0	21
Target	21	21	21	21	21
Meets Target?	Yes	Yes	N/A	Yes	Yes
% of property maintenance cases cleared within 10 days	Measure did not exist	70.4%	Data being compiled		
Target		70.4%	70.4%	70.4%	70.4%
Meets Target?		Yes	TBD	TBD	TBD

* FY 2015 data estimated.



**STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
OFFICE OF STATE AND LOCAL FINANCE
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 401-7872
FAX (615) 741-5986**

September 29, 2014

Honorable Board of Mayor
and Aldermen of the City of Franklin
109 Third Avenue South
Franklin, TN 37064

Dear Mayor Moore and Aldermen:

This Office received a request on September 10, 2014, from the City of Franklin (the "City") to determine if the novation of the current counterparty in the original interest rate swap agreement (the "SWAP Agreement") for the Series 101-A-1 Loan Agreement, dated January 1, 2007 (the "Loan"), associated with the City's variable interest rate Public Building Authority Local Government Public Improvement Bonds, Series 101-A-1A (the "PBA Bonds") requires a Report of Compliance under the State Funding Board's Guidelines for Interest Rate and Forward Purchase Agreements (the "Guidelines"), effective November 1, 2009 (the "2009 Guidelines"), or if the transaction does not change and remains under the 2002 Guidelines. To continue under the 2002 Guidelines, the City must ensure that it meets all the requirements of those Guidelines including monitoring and financial reporting compliant with Generally Accepted Accounting Principles.

History of the City's SWAP Agreement

The City entered into a swap with Depfa Bank PLC (Depfa) in March 2007 to hedge its exposure to variable interest rate fluctuations associated with the Loan. The swap was originally structured with the City paying a fixed interest rate to a counterparty and in return receiving a percent of an index—one-month LIBOR. This structure closely matched the underlying interest rate of the Loan. Subsequently in December 2008, the City changed the variable index leg of the transaction from a percentage of one-month LIBOR to a percentage of five-year LIBOR (calculated on a constant maturity basis).

Depfa serves as the liquidity provider for the underlying PBA Bonds in its capacity as a Standby Bond Purchase Agreement (the "SBPA") provider. The SBPA expires on June 1, 2019. Depfa had been downgraded to Baa3/BBB/BBB+ during the recent financial crisis. The German government has decided to transfer the ownership of Depfa to the government-owned FMSW (AAA-rated) during the latter part of 2014. This would include the SBPA and current SWAP Agreement.

Proposed Transaction

The City's Financial Advisor, Public Financial Management, Inc. ("PFM") determined through its research and inquiry of several investment banks that the transfer to FMSW of the SBPA could result in increased interest rates on the PBA Bonds because of concerns regarding the ability to remarket bonds with a FMSW

SBPA. The City has decided to replace Depfa as its current SBPA provider with a better know alternate provider. In conjunction with this, the City wishes to replace Depfa as the counterparty to its SWAP Agreement. The City has engaged PFM Swap Advisors LLC as it independent Swap Advisor.

Considerations

The City and its Board, with the help of its Swap Advisor and Financial Advisor, should evaluate all of the risks associated with the proposed novation and determine if it is in best interests of the City.

Determination

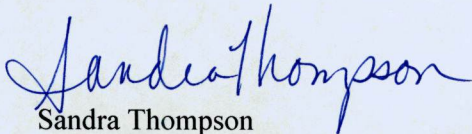
The only term in the SWAP Agreement that will be changed is the counterparty. No other terms of the SWAP Agreement are to be changed. It essentially remains the same. Changing the counterparty does not impact the hedge effectiveness of the transaction.

It is the determination of this office that the City's SWAP Agreement will remain compliant under the 2002 Guidelines if the counterparty is novated. No approval under the 2009 Guidelines is needed to complete the novation.

If the City makes any additional changes to the SWAP Agreement other than a novation of the counterparty including refunding of the underlying debt, the City will need to request a report of compliance under the 2009 Guidelines to continue the current SWAP Agreement

Please notify this Office with the City's decision with regard to this transaction.

Sincerely,

A handwritten signature in blue ink that reads "Sandra Thompson". The signature is fluid and cursive, with the first name and last name clearly distinguishable.

Sandra Thompson
Director of the Office of State and Local Finance

Cc: Mr. Jim Arnette, Director of Local Government Audit, COT
Mr. Russ Truell, CFO, City of Franklin

Contract 2014-0302

\$20,000,000

AMENDED AND RESTATED
LOAN AGREEMENT
(SERIES 101-A-1)

DATED AS OF NOVEMBER 1, 2014

BETWEEN

PUBLIC BUILDING AUTHORITY
OF THE CITY OF FRANKLIN, TENNESSEE

AND

CITY OF FRANKLIN, TENNESSEE

TABLE OF CONTENTS

(This table of contents is not part of the Amended and Restated Loan Agreement and is only for convenience of reference.)

ARTICLE I Definitions

Section 1.01. Defined Terms	2
Section 1.02. Interpretation.....	8

ARTICLE II The Series 101-A-1 Bonds

Section 2.01. Original Issuance of the Series 101-A-1 Bonds.....	8
Section 2.02. Loan	9
Section 2.03. Use of Proceeds by the Borrower	9
Section 2.04. Disbursements of Loan Proceeds.....	9
Section 2.05. Index Rate Agreement	9
Section 2.06. Investment of Funds; Application of Investment Earnings	9
Section 2.07. Conversions.....	9
Section 2.08. Tax Status of the Series 101-A-1 Bonds.....	9

ARTICLE III Payment Obligations of Borrower

Section 3.01. Principal and Interest Payments.....	10
Section 3.02. Additional Payments.....	11
Section 3.03. Time and Manner of Payment.....	12
Section 3.04. Amount of Payment	12
Section 3.05. Payments Assigned	16
Section 3.06. Obligation of Borrower Unconditional.....	16
Section 3.07. Pledge of Taxing Power.....	17
Section 3.08. Rebate Covenants of Borrower.....	17

ARTICLE IV Representations and Covenants

Section 4.01. Representations and Covenants of the Authority.....	19
Section 4.02. Representations and Covenants of the Borrower.....	20

ARTICLE V Events of Default

Section 5.01. Events of Default	22
Section 5.02. Remedies.....	23

ARTICLE VI
Prepayment

Section 6.01. Option to Prepay	23
Section 6.02. Optional Prepayment Price.	23
Section 6.03. Notice of Prepayment	24
Section 6.04. Partial Prepayment	24
Section 6.05. Deposit of Prepayment Amount.....	24
Section 6.06. Discharge of Other Obligations	24

ARTICLE VII
Indemnification

Section 7.01. Indemnification of Trustee, Administrator and Authority	25
---	----

ARTICLE VIII
Miscellaneous

Section 8.01. Waiver of Statutory Rights	25
Section 8.02. Non-Waiver by Authority	25
Section 8.03. Remedies Cumulative	26
Section 8.04. Amendments, Changes and Modification	26
Section 8.05. Applicable Law - Entire Understanding	26
Section 8.06. Severability	26
Section 8.07. Notices and Demands	26
Section 8.08. Headings and References	27
Section 8.09. Successors and Assigns	27
Section 8.10. Multiple Counterparts	27
Section 8.11. Amendments, Changes and Modifications of Indenture	27
Section 8.12. No Liability of Authority's and Borrower's Officers	27
Section 8.13. Refunding of the Series 101-A-1 Bonds	27
Section 8.14. Continuing Disclosure	27
Section 8.15. Allocation for Purposes of Section 265.	28

Exhibit A Principal Reduction Schedule	30
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AMENDED AND RESTATED
LOAN AGREEMENT

This Amended and Restated Loan Agreement is made and entered into as of the first day of November, 2014, by and between the PUBLIC BUILDING AUTHORITY OF THE CITY OF FRANKLIN, TENNESSEE (the "Authority"), and the CITY OF FRANKLIN, TENNESSEE (the "Borrower").

W I T N E S S E T H:

WHEREAS, the Authority is a public nonprofit corporation and a public instrumentality of the City of Franklin, Tennessee, organized and existing pursuant to Chapter 10, Title 12, Tennessee Code Annotated (the "Act"), to finance any project or projects eligible to be financed by bonds, notes, interim certificates or other obligations authorized to be issued by an incorporated city or town, county, metropolitan government, school district or other municipal governmental body or political subdivision in the State of Tennessee and any agency, authority, corporation or instrumentality thereof; and

WHEREAS, it has heretofore been determined by the governing body of the Borrower to be in the best interest of the Borrower to finance the (i) design and construction of, and improvements to, streets and roads and acquisition of rights-of-way in connection therewith; (ii) design and construction of, and improvements to, public safety buildings for fire and police departments; (iii) design and construction of water, sewer, and water reuse lines, along with improvements to existing water treatment facilities and future water reservoir; (iv) design and construction and improvements to parks, recreational, and public works facilities; (v) construction of extensions and improvements to the storm water drainage system of the Municipality, including, but not limited to, design and acquisition of land for and the construction of drainage system improvements, including bridges and culverts; (vi) acquisition of all property, real and personal, appurtenant thereto; (vii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; and (viii) payment of capitalized interest during construction and for up to six months thereafter (collectively, the "Projects"); and

WHEREAS, to obtain funds for such purposes the Authority issued and sold its Local Government Public Improvement Bonds, Series 101-A-1 (the "Series 101-A-1 Bonds"), secured by and containing such terms and provisions as are set forth in that certain Indenture of Trust dated as of January 1, 2007, as supplemented by Series 101-A-1 Supplemental Indenture of Trust, dated as of January 1, 2007 (collectively, the "Original Indenture"), between the Authority and Regions Bank, an Alabama banking corporation, Nashville, Tennessee, as trustee (the "Trustee"), and deposited the proceeds from the sale of the Series 101-A-1 Bonds with the Trustee which were disbursed in the manner and for the purposes set forth in the Indenture, all as more fully provided therein.

WHEREAS, the Authority loaned the proceeds of the Series 101-A-1 Bonds to the Borrower pursuant to that certain Series 101-A-1 Loan Agreement, dated as of January 1, 2007

(the "Original Loan Agreement") between the Authority and the Borrower in the original principal amount of \$20,000,000; and

WHEREAS, the Authority and the Trustee have entered into that certain Series 101-A-1 Second Supplemental Indenture of Trust, dated as of November 1, 2014 (the "Second Supplemental Indenture", and collectively with the Original Indenture, the "Indenture") to provide for the Index Period as an additional Rate Period; and

WHEREAS, pursuant to Section 17.01(l) of the Original Indenture and Section 8.04 of the Original Loan Agreement, at the request of the Borrower, the Authority and the Trustee desire to enter into this Series 101-A-1 Amended and Restated Loan Agreement (the "Loan Agreement") to also provide for the Index Period as an additional Rate Period for the Series 101-A-1 Bonds, all necessary consents having been obtained.

NOW, THEREFORE, in consideration of the respective representations and agreements hereinafter contained, the Authority and the Borrower agree as follows:

ARTICLE I Definitions

Section 1.01. Defined Terms. In addition to the words, terms and phrases elsewhere defined in this Agreement or the Indenture, the following words, terms and phrases as used in this Agreement shall have the following respective meanings:

"Act" means Chapter 10, Title 12, Tennessee Code Annotated.

"Additional Payments" means the payments required to be made by the Borrower pursuant to Section 3.02 hereof.

"Adjustment Date" means each Business Day for the Daily Period and the first day of each Weekly Period, each Short-Term Period and each Medium-Term Period.

"Agreement" means this Amended and Restated Loan Agreement as it now exists and as it may hereafter be amended.

"Authority" means The Public Building Authority of The City of Franklin, Tennessee, and any successor to its functions hereunder.

"Authorized Authority Representative" means the Chairman, Vice-Chairman, Secretary or Assistant Secretary of the Authority, and when used with reference to any act or document also means any other person authorized by resolution of the Authority, a copy of which is filed with the Trustee, to perform such act or execute such document.

"Authorized Borrower Representative" means the Mayor and City Administrator/Recorder of the Borrower, and any such other person from time to time authorized to act in behalf of a Borrower pursuant to the Charter, or ordinance or resolution of the governing

body of such Borrower, a copy of which is filed with the Trustee, to perform such act or execute such document on behalf of the Borrower pursuant to a certificate signed by any of the above and giving the name and specimen signature of the person or persons so designated.

"Bank Bond Term Date" means with respect to Series 101-A-1 Bonds that are Bank Bonds, that date which is the earlier of the Stated Expiration Date, the Purchase Termination Date or the Series Purchase Termination Date.

"Bank Bonds" means any Series 101-A-1 Bond while in any Rate Period (other than Fixed Period, the Index Period, or Auction Rate) purchased by the Liquidity Facility Provider with the proceeds of a drawing under and in accordance with the provisions of a Liquidity Facility pursuant to Section 8.03(b)(2) of the Indenture, and which are held by a Liquidity Facility Provider or such other Person to whom such Bank Bonds are sold as authorized by a Liquidity Facility other than pursuant to a remarketing thereof in accordance with Section 4.03(b) of the Indenture; provided, however, any such Series 101-A-1 Bonds shall cease to be Bank Bonds upon the earlier of the purchase thereof pursuant to a successful remarketing of such Series 101-A-1 Bonds pursuant to Section 4.03(b) of the Indenture or the effective date of such Bondholder's election to retain such Series 101-A-1 Bonds as set forth in Section 2.05(e) of the Indenture.

"Bank Rate" means the Bank Rate as defined in the Liquidity Facility, which rate shall not be in excess of the Maximum Lawful Rate.

"Bonds" means the Authority's Local Government Public Improvement Bonds issued pursuant to the Indenture, as supplemented by any supplemental indenture.

"Borrower" means the City of Franklin, Tennessee.

"Borrower Account" means the account in the Loan Fund designated for the Borrower pursuant to Section 7.05 of the Indenture in which the proceeds of the Loan to the Borrower are deposited.

"Borrower Request", "Borrower Order" and "Borrower Consent" means, respectively, a written request, order or consent signed by an Authorized Borrower Representative and delivered to the Trustee.

"Code" means the Internal Revenue Code of 1986, as amended, as it applies to the Series 101-A-1 Bonds, including applicable regulations and revenue rulings thereunder. Reference herein to sections of the Code are to the sections thereof as they exist on the date of execution of this Agreement, but include any successor provisions thereof to the extent applicable to the Series 101-A-1 Bonds.

"Conversion Date" means the date on which the interest rate on the Series 101-A-1 Bonds is converted from one type of Rate Period to another type of Rate Period.

“Default Rate” means with respect to an Index Rate Agreement, a rate per annum established in the Index Rate Agreement, but in no event exceeding the Maximum Lawful Rate.

"Event of Default" means any event defined in Section 5.01 hereof.

"Favorable Opinion of Bond Counsel" means with respect to any action relating to the Series 101-A-1 Bonds, the occurrence of which requires such an opinion, a written legal opinion of Bond Counsel to the effect that such action is permitted under the Indenture and will not impair the exclusion of interest on the Series 101-A-1 Bonds for gross income for purposes of federal income taxation (if applicable).

"Final Computation Date" means the date the last Series 101-A-1 Bond is paid in full.

"Governing Body" means the Board of Mayor and Aldermen of the Borrower.

"Indenture" means the Indenture of Trust, dated as of January 1, 2007, as supplemented by the Series 101-A-1 Supplemental Indenture of Trust, dated as of January 1, 2007, as further supplemented by the Series 101-A-1 Second Supplemental Indenture of Trust, dated as of November 1, 2014, and as from time to time further supplemented and amended, by and between the Authority and the Trustee.

“Index Period” means the Initial Index Period and any Subsequent Index Period.

“Index Purchaser” means the Holder of the Series 101-A-1 Bonds in the Index Period, which initially is PNC Bank National Association. If there is more than one Holder of the Series 101-A-1 Bonds, “Index Purchaser” means Holders owning a majority of the aggregate principal amount of the Series 101-A-1 Bonds then Outstanding.”

“Index Rate” means the interest rate on the Series 101-A-1 Bonds established under Section 2.05A of the Indenture.

“Index Rate Agreement” means (i) during the Initial Index Period, the Index Rate Agreement, dated as of November 1, 2014, between the Series 101-A-1 Borrower and the Index Purchaser, relating to the Series 101-A-1 Bonds during the Initial Index Period, and any amendments thereto or restatements thereof, and (ii) during any Subsequent Index Period, any Index Rate Agreement between the Series 101-A-1 Borrower and an Index Purchaser, relating to the Series 101-A-1 Bonds during any Subsequent Index Period and any amendments thereto or restatements.

“Initial Index Period” means the period commencing on the Initial Index Period Conversion Date and ending on the first to occur of (i) the date immediately preceding the first day of a Subsequent Index Period, (ii) the Initial Index Period Mandatory Tender Date, (iii) a Conversion Date and (iv) the Maturity Date.

“Initial Index Period Conversion Date” means November __, 2014.

“Initial Index Period Mandatory Tender Date” means November __, 2019.

"Installment Computation Date" means the fifth anniversary of the issue date of the Series 101-A-1 Bonds and each fifth anniversary of such date.

"Loan" means the loan described in Section 2.02 hereof.

"Loan Fund" means the fund established under Section 7.04 of the Indenture.

"Loan Repayments" means the payments of principal of and interest on the Loan, Additional Payments and any other amounts payable by the Borrower hereunder.

"Loan Repayment Date" means,

(a) respect to that portion of Loan Repayments attributable to interest on the Series 101-A-1 Bonds, (i) while the Series 101-A-1 Bonds are in the Index Period, the 25th day of each February, May, August, and November, and with respect to the Initial Index Period shall commence February 25, 2015, and five days prior to any Redemption Date, Conversion Date, Mandatory Tender Date and the Maturity Date, (ii) while the Series 101-A-1 Bonds are in the Commercial Paper Period, the first day after the end of any Calculation Period, five days prior to any Conversion Date and five days prior to Maturity, (ii) the twenty-fifth day of February, May, August and November of each year during the term hereof, five days prior to any Conversion Date and five days prior to the Maturity while the Series 101-A-1 Bonds are in the Daily Period, the Weekly Period and the Short-Term Period (and five days prior to the Period Adjustment Date during the Short-Term Period), (iii) the twenty-fifth day of May and November, five days prior to a Conversion Date and any Period Adjustment Date, on any Optional Tender Date and five days prior to the stated Maturity of the Series 101-A-1 Bonds if the Series 101-A-1 Bonds are in the Medium-Term Period, (iv) the twenty-fifth day of May and November, and five days prior to the Stated Maturity of the Series 101-A-1 Bonds, if the Series 101-A-1 Bonds are in the Fixed Period, (v) if any Series 101-A-1 Bond shall be a Bank Bond, the day such Bond is purchased by the Liquidity Facility Provider, the twenty-fifth day of each month commencing on the first such date to occur after such Bond is purchased by the Liquidity Facility Provider, the day such Bank Bond is remarketed by the Remarketing Agent and the date of Maturity of such Series 101-A-1 Bond (or on such other dates set forth in the Liquidity Facility), and (vi) the twenty-fifth day of May and November if the ARS Interest Payment Date is the first day of June and December and the twenty-fifth day of February, May, August and November, if the ARS Interest Payment Date is the first day of each March, June, September and December or the first Business Day after the Auction Period;

(b) with respect to that portion of Loan Repayments attributable to principal on the Series 101-A-1 Bonds, (i) on the twenty-fifth day of May of 2025 through 2037, inclusive or (ii) if such Series 101-A-1 Bonds are Bank Bonds subject to term repayment under the Liquidity Facility, on the dates set forth in Section 3.04(e) hereof;

(c) with respect to that portion of Loan Repayments consisting of Additional Payments, other than certain payments under the Liquidity Facility, if any, the Index Rate

Agreement, if any, Rebate Amounts, if any, Loan Swap Payments, if any, and Loan Termination Payments, if any, the twenty-fifth day of February, May, August and November of each year, commencing February 25, 2015; provided, however, if the Series 101-A-1 Bonds are ARS Bonds, then the Loan Repayment Date for Additional Payments shall be the twenty-fifth day of May and November, if the ARS Interest Payment Date is the first day of June and December and the twenty-fifth day of February, May, August and November, if the ARS Interest Payment Date is the first day of each March, June, September and December or the first Business Day after the Auction Period;

(d) any amount determined to be an increased cost or a Final Excess Interest Amount under the Liquidity Facility and any other amounts due under the Liquidity Facility shall be payable on demand as provided therein; and

(e) any Rebate Amount shall be payable on demand.

"Loan Swap Agreement" means a written agreement between the Borrower and a Loan Swap Counterparty with respect to all or a portion of the Loan Agreement whereby the Borrower is entitled to receive Loan Swap Receipts and Loan Termination Payments from the Loan Swap Counterparty and is obligated to pay Loan Swap Payments and Loan Termination Payments to the Loan Swap Counterparty with respect to all or a portion of the Loan Agreement.

"Loan Swap Counterparty" means one or more financial institutions (including an entity related to the Liquidity Facility Provider) whose debt or claims-paying ability is rated or whose obligations under a Loan Swap Agreement are guaranteed by, or insured or collateralized by an entity whose debt or claims-paying ability is rated "A" or better by S&P, Moody's, or Fitch on the date a Loan Swap Agreement is executed by the Borrower and a Loan Swap Counterparty.

"Loan Swap Payments" means amounts payable to the Loan Swap Counterparty in respect of the notional principal amount pursuant to the terms of the Loan Swap Agreement, net of amounts payable by the Loan Swap Counterparty under the Loan Swap Agreement and excluding any Loan Termination Payments.

"Loan Swap Receipts" means the amounts payable by the Loan Swap Counterparty in respect of the notional principal amount pursuant to the terms of the Loan Swap Agreement, net of amounts payable by the Borrower thereunder and excluding any Loan Termination Payments.

"Loan Termination Payment" means an amount payable by the Borrower to a Swap Counterparty from Additional Payments made by the Borrower under the Loan Agreement or by the Swap Counterparty to the Borrower upon termination of a Loan Swap Agreement, as the case may be.

"Maturity" means the earliest of (i) the Stated Maturity of the Series 101-A-1 Bonds, (ii) the date of mandatory redemption of such Series 101-A-1 Bonds pursuant to the terms of the Indenture, the Supplemental Indenture, the Index Rate Agreement, or Liquidity Facility (if any) relating to the Series 101-A-1 Bonds, and (iii) the date on which the principal of such Series 101-A-1 Bonds otherwise becomes due and payable.

"Original Indenture" shall have the meaning given to such terms in the recitals hereof.

"Original Loan Agreement" shall have the meaning given to such terms in the recitals hereof.

"Outstanding Loan Amount" means the original principal amount of the Loan authorized, less repayments of such principal amount.

"Prepayment Date" means the date on which the Borrower is required to deposit the Optional Prepayment Price with the Trustee pursuant to Section 6.05 hereof, which day may be any Business Day.

"Projects" shall have the meaning given to such terms in the recitals hereof.

"Proportionate Share" means, for purposes of common fees and expenses described in Section 3.02 hereof relating to all Series of Bonds Outstanding under the Indenture, a fraction, the numerator of which shall be the Outstanding principal amount of the Series 101-A-1 Bonds and the denominator of which shall be the Outstanding principal amount of all Series of Bonds Outstanding under the Indenture; for purposes of common fees and expenses described in Section 3.02 hereof, which are determined by the Administrator to be common to particular Series of Bonds under the Indenture, including the Series 101-A-1 Bonds, but not to all Series of Bonds under the Indenture, means a fraction, the numerator of which shall be the Outstanding principal amount of the Series 101-A-1 Bonds to which the common fees and expenses apply and the denominator of which shall be the principal amount of all Series of Bonds Outstanding under the Indenture to which the common fees and expenses apply.

"Rate Period" or "Rate Periods" means any of the Daily Period, the Commercial Paper Period, the Index Period, the Weekly Period, the Short-Term Period, the Medium-Term Period, the Fixed Period, and the ARS Rate Period.

"Rebate Amount" means 100% of the amount owed to the United States under Section 148(f)(2) of the Code and Section 1.148-3 of the Treasury Regulations issued thereunder.

"Rebate Analyst" means an independent, certified public accountant, accountant, financial analyst, Bond Counsel, or any firm of the foregoing, or any financial institution which is experienced in making the rebate calculations required to be made for the purposes of Section 3.08, and which in each case is retained by the Administrator to make such calculations.

"Series" means all Bonds designated as being of the same series initially delivered as part of a simultaneous transaction evidencing a borrowing authorized by the Indenture to fund a Loan made under a Loan Agreement under the Indenture, and any Bonds thereafter authenticated and delivered in lieu thereof or in exchange therefor.

"Series 101-A-1 Bonds" means the Local Government Public Improvement Bonds, Series 101-A-1, of the Authority from time to time Outstanding under the Indenture and related to this Agreement.

"Subsequent Index Period" shall mean each period other than the Initial Index Period during which the Series 101-A-1 Bonds bear interest at an Index Rate.

"Trustee" means Regions Bank, an Alabama banking corporation, Nashville, Tennessee, and any successor trustee under the Indenture, acting as paying agent, bond registrar, tender agent, and trustee.

Section 1.02. Interpretation. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. The words "Bond", "holder", and "person" shall include the plural as well as the singular number unless the context shall otherwise indicate. The word "person" shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate.

Any certificate or opinion made or given by an Authorized Authority Representative or an Authorized Borrower Representative may be based, insofar as it relates to legal matters, upon a certificate or opinion of or representations by counsel, unless such officer knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should have known that the same were erroneous. Any certificate or opinion made or given by counsel may be based (insofar as it relates to factual matters, information with respect to which is in the possession of the Authority or a Borrower), upon the certificate or opinion of or representations by an officer or officers or officials of the Authority or the Borrower, unless such counsel knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous, or in the exercise of reasonable care should have known that the same were erroneous.

ARTICLE II The Series 101-A-1 Bonds

Section 2.01. Original Issuance of the Series 101-A-1 Bonds.

(a) In order to obtain funds to lend to the Borrower to assist in financing the Projects and paying costs of issuance of the Series 101-A-1 Bonds, the Authority previously issued the Series 101-A-1 Bonds in the principal amount of \$20,000,000 all of which is outstanding and shall be payable as set forth in Exhibit A hereto.

(b) The Series 101-A-1 Bonds were initially issued in the Daily Period, but on the date of this Agreement, the Series 101-A-1 Bonds will be converted to the Index Period and shall bear interest at the Index Rate determined as provided in Section 2.05A of the Indenture. The Authority caused the proceeds received from the sale of the Series 101-A-1 Bonds to be deposited with the Trustee in the Borrower Account of the Loan Fund pursuant to Section 7.05 of the Indenture, to the Series 101-A-1 Bond Account of the Cost of Issuance Fund pursuant to

Section 7.10 of the Indenture and prepaid fees to the Additional Payments Account of the Series 101-A-1 Bond Account. The Authority agrees that the Series 101-A-1 Bonds may be converted from one Rate Period to any other Rate Period as directed by an Authorized Borrower Representative pursuant to Article II of the Indenture.

(c) The liability of the Authority under the Series 101-A-1 Bonds shall be enforceable only to the extent of its rights under this Agreement or any amendment or supplement hereto. The Series 101-A-1 Bonds shall be payable solely from payments made by or on behalf of the Borrower to the Trustee pursuant to the terms of this Agreement.

Section 2.02. Loan. The proceeds of the Series 101-A-1 Bonds were loaned to the Borrower in the original principal amount of \$20,000,000 in the manner hereinafter set forth in the Original Loan Agreement. Following the date hereof until the next Conversion Date, the Loan will bear interest at the Index Rate as set forth in Sections 3.01 and 3.04 hereof.

Section 2.03. Use of Proceeds by the Borrower. The Borrower has used all of the funds loaned to it by the Authority pursuant to the Original Loan Agreement for the purposes set forth in Section 2.01(a) hereof.

Section 2.04. Disbursements of Loan Proceeds. There are no proceeds remaining in the Borrower Account of the Loan fund to be disbursed.

Section 2.05. Index Rate Agreement. The Borrower agrees to enter into the Initial Rate Agreement with the Initial Index Purchaser.

Section 2.06. Investment of Funds; Application of Investment Earnings. There are no proceeds or investment earnings remaining in the Borrower Account of the Loan Fund to be invested or spent. Any excess earnings in the Series 101-A-1 Bond Account in the Rebate Fund shall be transferred either to the Interest Account of the Series 101-A-1 Bond Account of the Bond Fund. All income derived from the investment of moneys on deposit in the Principal Account, Interest Account and Additional Payments Account of the Series 101-A-1 Bond Account of the Bond Fund shall be credited to the Additional Payments Account of the Series 101-A-1 Bond Account of the Bond Fund and applied to the payment of Additional Payments next due. To the extent amounts on deposit in the Additional Payments Account exceed the Additional Payments next coming due, such excess amounts may be transferred to the Interest and/or Principal Account.

Section 2.07. Conversions. The Borrower shall have the option to direct a change in the type of Rate Period on the Series 101-A-1 Bonds to another type of Rate Period, or to change the duration of a Short-Term Period or Medium Term Period, by complying with the requirements of the Indenture. The Borrower may change the length of the Auction Period in accordance with the provisions of the Indenture.

Section 2.08. Tax Status of the Series 101-A-1 Bonds. It is the intention of the parties hereto that the interest on the Series 101-A-1 Bonds be and remain excluded from gross income

for federal income tax purposes, and to that end the Borrower hereby represents, warrants and agrees as follows:

(a) The Borrower shall not take or omit to take any action the taking or omission of which will cause the Series 101-A-1 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or otherwise cause interest on the Series 101-A-1 Bonds to be includable in the gross income of the registered owners thereof for federal income tax purposes under existing statutes. Without limiting the generality of the foregoing, the Borrower, on behalf of the Authority, shall comply with any provision of the law which may require the Authority at any time to make rebate payments to the United States of any part of the earnings derived from the investment of the gross proceeds of the Series 101-A-1 Bonds.

(b) The Borrower shall not permit the proceeds of the Series 101-A-1 Bonds to be used in any manner that would result in (a) 5% or more of such proceeds being used in a trade or business carried on by any person other than a governmental unit as provided in Section 141(b) of the Code, (b) 5% or more of such proceeds being used with respect to any output facility (other than an output facility for the furnishing of water) within the meaning of Section 141(b)(4) of the Code, or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit as provided in Section 141(c) of the Code; or (d) the payment of principal of, or interest on more than 10% of the proceeds of the Series 101-A-1 Bonds (under the terms of the Series 101-A-1 Bonds or any underlying arrangement) directly or indirectly (A) secured by any interest in (1) property used or to be used for private business use or (2) payments in receipt of such property or (B) derived from payments (whether or not to the Borrower) in respect of property, or borrowed money, used or to be used for a private business use, provided, however, that if the Borrower receives a Favorable Opinion that any such covenant need not be complied with to prevent the interest on the Series 101-A-1 Bonds from being includable in the gross income of the registered owners thereof for federal income tax purposes under existing statutes, the Borrower need not comply with such covenants.

(c) Neither the obligations of the Borrower under this Agreement nor the Series 101-A-1 Bonds are or will be "federally guaranteed", as defined in Section 149(b) of the Code.

ARTICLE III Payment Obligations of Borrower

Section 3.01. Principal and Interest Payments. Notwithstanding any other provision of this Loan Agreement, the Borrower agrees to pay to the Trustee, for the account of the Authority, on the dates, in the manner and in the amounts set forth below (i) as principal, an amount equal to the aggregate principal amount of the Series 101-A-1 Bonds, (ii) as interest on its obligation to pay such amount, amounts equal to the interest on the Series 101-A-1 Bonds (including interest at the Bank Rate and Excess Interest, if applicable, for any period during which such Series 101-A-1 Bonds are Bank Bonds and including interest at the Default Rate, as applicable), (iii) amounts equal to the Swap Payments due from time to time under the Swap Agreement, if any; such amounts to be paid in installments on each Loan Repayment Date, without notice or demand, to be deposited by the Trustee to the Bond Fund to be applied to the payment of

principal of and interest on the Series 101-A-1 Bonds, whether at maturity or upon redemption, and to the payment of Swap Payments, if any.

Section 3.02. Additional Payments. The Borrower agrees to pay to the Trustee on the dates, in the manner and in the amounts set forth in Sections 3.03 and 3.04 hereof the following Additional Payments (each reference to expenses set forth below shall include reasonable attorney fees and expenses):

(a) The fees and expenses of and other amounts payable to a Liquidity Facility Provider, if any, under any Liquidity Facility, if any, relating to the Series 101-A-1 Bonds, including, but not limited to, the Final Excess Interest Amount, if any, and the Borrower's Proportionate Share of the fees and expenses of and other amounts payable to any Liquidity Facility Provider under a Liquidity Facility which are determined by the Administrator to be fees and expenses common to other Series of Bonds covered by the Liquidity Facility.

(b) The fees and expenses of and other amounts payable to any Index Purchaser (including its reasonable attorneys' fees and expenses) not provided for in Section 3.01 hereof, under any Index Rate Agreement.

(c) The fees and expenses of the Remarketing Agent under the Remarketing Agreement, if applicable, relating to the Series 101-A-1 Bonds, and the Borrower's Proportionate Share of the reasonable fees and expenses of the Remarketing Agent which are determined by the Administrator to be fees and expenses common to all Series of Bonds.

(d) The fees and expenses of the Trustee under the Indenture relating to the Series 101-A-1 Bonds, including all expenses necessary to prepare notices of redemption or purchase of Series 101-A-1 Bonds or to cancel and discharge the Indenture with respect to the Series 101-A-1 Bonds and the Borrower's Proportionate Share of the reasonable fees and expenses of the Trustee which are determined by the Administrator to be fees and expenses which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.

(d) The annual fee of the Authority in the amount of .005% of the Outstanding principal amount of the Series 101-A-1 Bonds plus any expenses of the Authority hereunder or under the Indenture relating to the Series 101-A-1 Bonds and the Borrower's Proportionate Share of the expenses of the Authority hereunder or under the Indenture which are determined by the Administrator to be expenses which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.

(e) The reasonable fees and expenses of the Administrator relating to the Series 101-A-1 Bonds and the Borrower's Proportionate Share of the reasonable fees and expenses of the Administrator which are determined by the Administrator to be fees and expenses which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.

(f) The fees and expenses of the Bond Counsel, the Underwriter and other costs of issuance relating to the Series 101-A-1 Bonds.

(g) Rating agency fees relating to the Series 101-A-1 Bonds and the Borrower's Proportionate Share of the rating agency fees which are determined by the Administrator to be fees which should be shared by all Borrowers under the Indenture or particular groups of Borrowers under the Indenture.

(h) The reasonable fees and expenses of the Auction Agent, if any, the Broker-Dealer, if any, and the Market, Agent, if any, relating to the Series 101-A-1 Bonds, and the Borrower's Proportionate Share of the reasonable fees and expenses of any Auction Agent, Broker-Dealers, or Market Agent which are determined by the Administrator to be fees and expenses common to all Series of Bonds in the ARS Rate Period.

(i) Any amounts required to be paid to the U.S. Government as arbitrage rebate as determined pursuant to Section 148(f) of the Code with respect to the Series 101-A-1 Bonds, payable on demand.

(j) Any Termination Payments required to be paid by the Authority under the Swap Agreement.

(k) Any Loan Swap Payment or Loan Termination Payment required to be paid by the Borrower under any Loan Swap Agreement. Any Loan Swap Payment or Loan Termination Payment required to be paid by the Borrower shall constitute an Additional Payment whether or not such Loan Swap Payment or Loan Termination Payment is made to the Trustee.

(l) Such other reasonable fees and expenses relating to the Series 101-A-1 Bonds, including, but not limited to, the Borrower's Proportionate Share of any such fees and expenses, including costs associated with any conversion, substitution or extension of a Liquidity Facility.

The Additional Payments payable hereunder will be computed and apportioned among the various Series of Bonds by the Administrator and submitted to the Trustee on each Closing Date, as applicable, and each Loan Repayment Date, or otherwise when due, subject to periodic adjustment as needed. The Trustee shall not be responsible for the computation and allocation of any Additional Payments and shall be entitled to rely on the Administrator's computation and allocation unless contested in writing by the payee, the Index Purchaser, or Borrower prior to the applicable Loan Repayment Date.

Section 3.03. Time and Manner of Payment. Other than as set forth in Section 3.04(f) below, Borrower agrees to make each of the Loan Repayments directly to the Trustee for the account of the Authority on or before each Loan Repayment Date in lawful money of the United States of America by wire transfer of immediately available funds.

Section 3.04. Amount of Payment. The amount of each of the Loan Repayments shall be computed as follows:

(a) (i) With respect to the interest portion of each Loan Repayment while the Series 101-A-1 Bonds are in the Index Period, the amount thereof shall be equal to the interest on the Series 101-A-1 Bonds at the Index Rate in effect from time to time pursuant to Section 2.05A of the Indenture.

(ii) Subject to the provisions of subsection (v) below, with respect to the interest portion of each Loan Repayment while the Series 101-A-1 Bonds are in the Daily Rate Period and the Weekly Rate Period, the amount thereof shall be equal to the interest on the Series 101-A-1 Bonds, as computed by the Trustee, at the Daily Rates or Weekly Rates in effect for the applicable Loan Repayment computation period, which period shall commence on the later of the Closing Date, the Conversion Date to the Daily Rate or the Weekly Rate, or the first day of the quarter in which such Loan Repayment is due to and ending on the last day of the quarter in which such Loan Repayment is due.

(iii) Subject to the provisions of subsection (v) below, with respect to the interest portion of each Loan Repayment while the Series 101-A-1 Bonds are in the Short-Term Rate Period, the Medium-Term Rate Period and the Fixed Rate Period, the amount thereof shall be equal to the interest on the Series 101-A-1 Bonds, as computed by the Trustee, at the Short-Term Rate, Medium-Term Rate or Fixed Rate in effect for the applicable Loan Repayment computation period, which period shall commence on the Closing Date, Conversion Date to the Medium-Term Rate Period or Period Adjustment Date to another Medium-Term Rate Period or the Conversion Date to the Fixed Rate, as applicable, and end on the last day of such Rate Period.

(iv) Subject to the provisions of subsection (v) below, with respect to the interest portion of each Loan Repayment while the Series 101-A-1 Bonds are in the Commercial Paper Period, the amount shall be equal to the interest on the Series 101-A-1 Bonds as computed by the Trustee at the Commercial Paper Rate in effect for the Calculation Period.

(v) Subject to the provisions of subsection (v) below, with respect to the interest portion of each Loan Repayment while the Series 101-A-1 Bonds are in the ARS Rate Period, the amount shall be equal to the aggregate of the interest on the Series 101-A-1 Bonds and the Applicable ARS Rates in effect during each ARS Interest Period.

(vi) While the Series 101-A-1 Bonds are in any Rate Period other than the Fixed Period or the Index Period, the amount of interest which will accrue on the Series 101-A-1 Bonds (the "Estimated Amount") (other than ARS Bonds with an Interest Payment Date on the Business Day following the Auction Date) for the period from and after the date the Trustee computes the Loan Repayment to the end of the computation period for the payment of interest on the Series 101-A-1 Bonds (the "Estimated Period") will be computed using an assumed interest rate equal to the Auction Rate in effect on the date of computation plus 150 basis points for the Estimated Period, and will be reduced by the amount by which the Estimated Amount for the Estimated Period on the prior Loan Repayment Date exceeded the actual interest accrual during such period. With respect to the Series 101-A-1 Bonds, while they are ARS Bonds with an Interest Payment Date on the Business Day following the Auction Date, the Administrator shall (i) estimate the interest due on the next succeeding Loan Repayment Date and shall instruct

the Trustee to bill the Borrower for such amount on the date of the change in the related Auction Period, and (ii) thereafter estimate the interest due on such Series 101-A-1 Bonds (the "ARS Estimated Amount") for the ARS Interest Periods in effect based upon the Auction Rate in effect on the date of computation (the "ARS Estimated Period"), plus 150 basis points for the ARS Interest Periods in effect until the following Loan Repayment Date and shall so notify the Trustee. Each successive Loan Repayment will be reduced by the amount the prior Loan Repayment exceeded the actual interest due on the Series 101-A-1 Bonds.

(b) With respect to the principal portion of each of the Loan Repayments, the amount thereof shall be equal to next ensuing principal reduction requirement on the Loan set forth on Exhibit C attached hereto, payable on the 25th day of May in the year of each principal reduction date shown on Exhibit C, unless the Series 101-A-1 Bonds are Bank Bonds and the Bank Bond Term Date has occurred.

(c) With respect to the Additional Payments portion of each of the Loan Repayments, the amount thereof shall be computed, as provided in Section 3.02 hereof, for any period commencing on the Closing Date, applicable Conversion Date, or the Business Day on which an Additional Payment was last paid to and ending on the day next preceding the Business Day on which the Additional Payment is due.

(d) If the Borrower has approved and the Authority has executed and delivered a Swap Agreement, with respect to the Series 101-A-1 Bonds in accordance with Section 2.02(h) of the Indenture, the Loan Repayments shall include any Swap Payments to be made to the Swap Counterparty under the Swap Agreement. Any Swap Receipts received from the Swap Counterparty under the Swap Agreement shall be deposited as provided in Section 7.02 of the Indenture and applied to pay interest on the Series 101-A-1 Bonds and otherwise as provided in the Indenture.

(e) Under certain circumstances, including the failure of the Remarketing Agent to remarket tendered bonds in accordance with Section 4.03 of the Indenture and upon satisfaction of the conditions in a Liquidity Facility, if any, providing coverage for the Series 101-A-1 Bonds, the Series 101-A-1 Bonds will be purchased by a Liquidity Facility Provider pursuant to the terms of the Liquidity Facility. If the Series 101-A-1 Bonds are purchased by the Bank under the Liquidity Facility Provider, during the period they are held by the Liquidity Facility Provider as Bank Bonds they will bear interest calculated and payable as set forth in the Liquidity Facility (including interest at the Bank Rate and Excess Interest, if applicable) which will result in an increase in the amount of the Loan Repayments. Upon the purchase of Series 101-A-1 Bonds by a Liquidity Facility Provider under an applicable Liquidity Facility, the interest will continue to be payable on the Series 101-A-1 Bonds as set forth in the Liquidity Facility on each Interest Payment Date for Bank Bonds using the Bank Rate, and the principal will be payable as provided in Section 3.04(b) above until the Bank Bond Term Date, as such term is more specifically defined in the Indenture. If there are Bank Bonds of the Series 101-A-1 Bonds outstanding on the Bank Bond Term Date, then the outstanding principal of Bank Bonds shall be payable in full in mandatory sinking fund redemption installments over a term not to exceed ten years (or the remaining term of the Series 101-A-1 Bonds, whichever is less) in approximately equal annual mandatory sinking fund redemption installments of principal, commencing on the

June 1 immediately following the earlier of the (i) ninety-first (91st) day following the day the Liquidity Facility Provider purchases the Series 101-A-1 Bonds and the last day of the Bank Purchase Period (as defined in the Liquidity Facility) (the "Amortization Start Date") and ending on the June 1 immediately preceding the earlier to occur of the (y) tenth anniversary of the final day of the Bank Purchase Period and the (z) tenth anniversary of the Amortization Start Date, until the principal of and interest (including Excess Interest) on all Bank Bonds of the Series 101-A-1 Bonds have been paid in full, and on the final such annual mandatory sinking fund redemption installment payment date, the entire outstanding principal balance of, and all accrued interest on, all Bank Bonds (together with the Final Excess Interest Amount, if any, in respect thereof) shall be due and payable in full. Each mandatory sinking fund redemption installment of principal of the Bank Bonds shall be adjusted to an integral multiple of \$5,000 and scheduled to provide approximately level aggregate annual principal payments during the course of such term. Notwithstanding the foregoing, if requested by the Administrator, on behalf of the Authority, at the direction of the Borrower, in the sole discretion of the Liquidity Facility Provider, the first mandatory redemption payment with respect to Bank Bonds may be postponed and paid on a date determined by the Liquidity Facility Provider, with notice given by the Liquidity Facility Provider to the Administrator (on behalf of the Authority), and the Trustee, which date shall not be later than the date on which the second such mandatory redemption payment is due. Any amount received by the Liquidity Facility Provider pursuant to this section may, at the Liquidity Facility Provider's option, be applied to pay any interest on such Bank Bonds which is overdue as of the date of such receipt. The Borrower agrees to make payments of principal with respect to the Loan in equal annual installments in such amounts as will enable the Trustee to pay principal on the Bank Bonds in full as set forth above and as set forth in the Liquidity Facility. Notwithstanding the above, the time and amount of these payments may be revised by the Authority with the consent of the Liquidity Facility Provider and the Borrower upon receipt of an Opinion of Bond Counsel that such revised schedule of payments will not adversely affect the exclusion from gross income of interest on the Series 101-A-1 Bonds for federal income tax purposes. Prior to the Bank Bond Term Date, the Administrator shall provide to the Borrower, the Trustee and the Liquidity Facility Provider an amortization schedule approved by the Liquidity Facility Provider implementing the provisions of this Subparagraph (e) relating to Loan Repayments of the Bank Bonds and the Borrower will make all payments under this Subparagraph (e) in accordance with said schedule.

(f) If the Borrower has executed and delivered a Loan Swap Agreement, the Borrower may make arrangements with the Trustee, satisfactory to the Trustee, (i) for the Trustee to receive Loan Swap Receipts from the Loan Swap Counterparty and apply the same to the Borrower's obligation to make Loan Repayments, and (ii) for the Trustee to receive Loan Swap Payments from the Borrower and apply the same to satisfy Borrower's obligations under the Loan Swap Agreement. The Swap Advisor must consent in writing to any Loan Swap Agreement.

(g) All payments of interest shall be reduced to the extent investment earnings on the Borrower Account of the Loan Fund have been credited to the Interest Account as provided in and subject to the limitations of Section 2.06 hereof, and the Additional Payments shall be reduced to the extent of excess investment earnings on the Borrower Account of the Loan Fund not credited to the Interest Account and investment earnings on the Interest Account, the

Principal Account and the Additional Payments Account of the Series 101-A-1 Bond Account of the Bond Fund which have been credited to the Additional Payments Account as provided in and subject to the limitations of Section 2.06 hereof; provided the amount of earnings accruing for credit to either of said accounts for the period from and after the date the Trustee computes a Loan Repayment to the end of the period for which the computation is made will be computed using the interest rate on the investments as of the Adjustment Date immediately preceding the computation date as the interest rate for estimating the earnings, and will be increased by the amount by which the actual earnings during such period for the previous period exceeded the estimated amount for said period. If funds in the Borrower Account of the Loan Fund are invested in investments bearing interest at a variable rate, then the interest rate used by the Trustee for estimating the estimated amount of earnings shall be a zero rate of interest from the date earnings on such investments were last credited to the Borrower Account of the Loan Fund.

(h) It is the intention of the Authority and the Borrower that, notwithstanding any other provision of this Agreement, the Trustee, as assignee of the Authority, shall receive funds from or on behalf of the Borrower in such amounts and at such times as, together with any Swap Receipts actually received by the Trustee under the Swap Agreement, will enable the Authority to pay when due all obligations for the payment of principal of and premium, if any, and interest on the Series 101-A-1 Bonds (including during any period that any Series 101-A-1 Bonds are Bank Bonds), for the payment of all Swap Payments payable by the Authority under the Swap Agreement and for payment of all Additional Payments payable by the Borrower. The Borrower shall have the right, on behalf of the Authority, to enforce the payment and collection of Swap Receipts under a Swap Agreement for deposit with the Trustee. It is further intended that the earnings on the Borrower Account of the Loan Fund and the Interest Account and the Additional Payments Account of the Series 101-A-1 Bond Account of the Bond Fund will be sufficient to pay the interest and Additional Payment components of the Loan Repayments relating to the portion of the Loan not disbursed from the Loan Fund, subject to the limitations of Section 2.06 hereof. In the event said earnings are not sufficient to make such payments, the Borrower shall pay the deficiency in the manner and at the times required herein for Loan Repayments in consideration for the agreement by the Authority to continue to make the amounts therein available to be disbursed by the Authority.

Section 3.05. Payments Assigned. It is understood and agreed that the rights of the Authority under this Agreement (other than its rights to indemnification, payment of expenses, receive notices, and rights to payment of Loan Swap Payments and Loan Swap Receipts), are assigned to the Trustee pursuant to the Indenture. The Borrower consents to such assignment, and agrees to pay to the Trustee all amounts payable by the Borrower that are so assigned. All such assigned payments shall be made directly to the Trustee and shall be deposited as provided in the Indenture.

Section 3.06. Obligation of Borrower Unconditional. The obligation of the Borrower to make payments hereunder (including Additional Payments) and to perform and observe all other covenants, conditions and agreements hereunder shall be absolute and unconditional until payment of all Borrower obligations hereunder, irrespective of any defense or any rights of setoff, recoupment or counterclaim which the Borrower might otherwise have against the Authority, the Liquidity Facility Provider, the Index Purchaser, or the Trustee. Until payment of

all Borrower obligations hereunder, the Borrower shall not suspend or discontinue any such payment hereunder or fail to observe and perform any of their other covenants, conditions and agreements hereunder for any cause, including without limitation failure of consideration, failure of title to any part or all of the Projects, or commercial frustration of purpose, or any damage to or destruction or condemnation of all or any part of the Projects, or any change in the tax or other laws of the United States of America, the State of Tennessee or any political subdivision of either, or any failure of the Authority, the Liquidity Facility Provider, if any, the Index Purchaser, if any, the Trustee, the Remarketing Agent, if any, the Auction Agent, if any, the Broker-Dealer, if any, the Swap Counterparty, if any, and the Market Agent, if any, to observe and perform any covenant, condition or agreement, whether express or implied, or any duty, liability or obligation arising out of or in connection with any document in connection with the financing of the Projects. Nothing contained in this Section shall be construed to release the Authority, the Trustee, the Remarketing Agent, the Auction Agent, the Market Agent, and the Broker-Dealer from the performance of any of their respective obligations hereunder or under any documents related hereto, and in the event the Authority, the Trustee, the Remarketing Agent, the Auction Agent, the Market Agent, and the Broker-Dealer should fail to perform any such obligation the Borrower may institute such action as the Borrower may deem advisable to compel performance or recover damages for non-performance so long as such action is consistent with the preceding sentence.

Section 3.07. Pledge of Taxing Power. The Borrower covenants that it shall provide for the annual levy and collection of a tax sufficient to pay when due the annual amounts payable under this Agreement (including Additional Payments) as and when they become due and payable and to pay all other expenses of maintaining and operating the Projects required to be paid by the Borrower under the terms of this Agreement. The Borrower hereby pledges its full faith and credit to such payments. The tax to be levied pursuant to this Section shall be assessed, levied, collected and paid in like manner as other taxes of the Borrower. Such tax shall not be included within any statutory or other limitation of rate or amount for the Borrower but shall be excluded therefrom and be in addition thereto and in excess thereof, notwithstanding and without regard to the prohibitions, restrictions or requirements of any other law. To the extent other moneys are not available therefor, there shall be set aside by the Borrower from such tax levy in a special fund an amount sufficient for the payment of the amounts under this Agreement, and such fund shall be used exclusively for such purpose and shall not be used for any other purpose until the amounts payable hereunder have been paid in full. Notwithstanding the foregoing, the tax hereinabove described will not be required to be levied by the Borrower or, if levied, may be proportionately reduced to the extent of funds of the Borrower appropriated by the governing body of the Borrower to the payment of the amounts described above from other revenues of the Borrower. Notwithstanding the foregoing, the Borrower shall be unconditionally obligated to levy such tax and to pay, whether from the proceeds of such tax or from other funds, the amounts due hereunder.

Section 3.08. Rebate Covenants of Borrower.

(a) The Administrator, on behalf of the Authority, shall retain a Rebate Analyst to determine on behalf of the Borrower the Rebate Amount as of each of the dates set forth in (b) and (c) below.

(b) The Borrower shall deliver to the Trustee the determination of the Rebate Amount in writing signed by an authorized official of the Borrower not later than fifty-eight (58) days after each Computation Date, provided, that if such fifty-eight day after any Computation Date is not a Business Day, then not later than three (3) Business Days prior to such fifty-eighth day.

(c) Not later than fifty-eight (58) days following each Installment Computation Date, the Borrower shall deposit with the Trustee for deposit into the Series 101-A-1 Bond Account of the Rebate Fund an amount equal to the portion of the Rebate Amount that is required to be paid to the United States with respect to such Installment Computation Date.

(d) Not later than fifty-eight (58) days following the Final Computation Date, the Borrower shall deposit with the Trustee for deposit into the Series 101-A-1 Bond Account of the Rebate Fund an amount equal to the portion of the Rebate Amount that is required to be paid to the United States as of the Final Computation Date.

(e) The Borrower shall not make, or permit to be made, any payment, or agreement to pay, to a party other than the United States, any amount that is required to be paid to the United States by entering into a transaction that reduces the amount required to be paid pursuant to Section 148(f) of the Code because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the yield on the Series 101-A-1 Bonds not been relevant to either party (the failure to invest, or direct investment of, moneys that could be invested shall constitute an agreement to pay that results in such a smaller profit for the purposes of this subsection).

(f) The restrictions contained in the foregoing subsection (b) through (e) shall not apply to obligations the interest on which is exempt from gross income pursuant to Section 103(a) of the Code (other than obligations that constitute "specified private activity bonds" within the meaning of Section 57(a)(5)(C) of the Code), and any interest or other income from such obligations, or the sale thereof, shall not be included in any of the calculations or rebates required pursuant to such subsections.

(g) None of the foregoing provisions of this Section 3.08 need be observed, and, anything herein or in the Indenture to the contrary notwithstanding, this Section 3.08 may be amended, supplemented or terminated by the Authority, the Trustee and the Borrower, (i) if the Administrator files a certificate with the Trustee stating that the rebate exceptions set forth in the Arbitrage Certificate of the Borrower have been fulfilled, (ii) if the Authority receives an opinion of Bond Counsel, in form and substance satisfactory to the Trustee, that (I) the failure to observe such covenants or entering into such amendments or supplements, will not cause the Series 101-A-1 Bonds to become arbitrage bonds under Section 148 of the Code or otherwise adversely affect the exclusion of interest on the Bonds from the gross income of the owners thereof for purposes of federal income taxation or (II) additional or different regulatory or statutory provisions must be complied with for the interest on the Series 101-A-1 Bonds to remain excludable from gross income for federal income tax purposes.

ARTICLE IV Representations and Covenants

Section 4.01. Representations and Covenants of the Authority. The Authority makes the following representations and covenants as the basis for the undertakings on the part of the Borrower contained herein:

(a) The Authority is a public nonprofit corporation and a public instrumentality of The City of Franklin, Tennessee, organized and existing pursuant to the Act. The Authority is authorized to issue the Series 101-A-1 Bonds in accordance with the Act and to use the proceeds thereof to provide funds for making the Loan.

(b) The Authority has complied with the provisions of the Act and has full power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby and to perform its obligations hereunder.

(c) The Authority is not in violation of any of the laws of the State of Tennessee which would affect its existence or its powers referred to in the preceding subsection (b).

(d) By resolution duly adopted by the Board of Directors of the Authority and in full force and effect on the date hereof, the Authority has authorized the execution and delivery of the Indenture and this Agreement and the conversion of the Series 101-A-1 Bonds to the Index Period, the due performance of all obligations of the Authority hereunder, under the Indenture and under the Series 101-A-1 Bonds, and the taking of any and all actions as may be required on the part of the Authority to carry out, give effect to and consummate the transactions contemplated by each of the foregoing, and the Authority will take all actions within its reasonable control to obtain all approvals necessary in connection with the foregoing that have not been obtained as of the date hereof.

(e) This Agreement has been duly authorized, executed and delivered by the Authority, and upon due authorization, execution and delivery by the Borrower, will constitute a legal, valid and binding obligation of the Authority. The Series 101-A-1 Bonds will constitute legal, valid and binding limited special obligations of the Authority and will be payable solely from the Trust Estate and any amounts otherwise available under the Indenture, and will be entitled to the benefit of the Indenture. None of the Authority (except to the foregoing extent), Blount County, the State of Tennessee, or any political subdivision thereof shall be obligated, directly or (except as a Borrower from the Authority) indirectly, to pay the principal of or premium, if any, or interest on the Series 101-A-1 Bonds. The Authority has no taxing power.

(f) The execution and delivery by the Authority of this Agreement, the Series 101-A-1 Bonds, and the Indenture and the consummation of the transactions contemplated in each of the foregoing will not violate any indenture, mortgage, deed of trust, note, loan agreement or other contract or instrument to which the Authority is a party or by which it is bound or, to the best of the Authority's knowledge, any judgment, decree, order, statute, rule or regulation applicable to the Authority, and the Authority will take all actions within its reasonable control to obtain all consents, approvals, authorizations and orders of governmental or regulatory authorities which

are required for the consummation of the transactions contemplated thereby that have not been obtained as of the date hereof.

(g) The Authority has applied the proceeds of the Series 101-A-1 Bonds in accordance with the Indenture and this Agreement.

(h) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body pending or threatened against or affecting the Authority or, to the best knowledge of the Authority, any basis therefor, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or by the Indenture or the Series 101-A-1 Bonds or which, in any way, would adversely affect the validity of this Agreement, the Series 101-A-1 Bonds, the Indenture or any agreement or instrument to which the Authority is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(i) The Authority covenants that it will not pledge the amounts derived from this Agreement other than to secure the Series 101-A-1 Bonds.

Section 4.02. Representations and Covenants of the Borrower. The Borrower makes the following representations and covenants, in addition to those elsewhere set forth herein, as the basis for the undertakings on the part of the Authority contained herein:

(a) The Borrower is a municipal corporation or political subdivision, as appropriate, within the meaning of the Act, duly created and existing under the laws of the State of Tennessee and possessing general powers of taxation, including the power to levy ad valorem taxes, and has full legal right, power and authority (i) to conduct its business and own its properties, (ii) to enter into this Agreement, and (iii) to carry out and consummate all other transactions contemplated by this Agreement.

(b) With respect to the authorization, execution and delivery of this Agreement, the Borrower has complied and will comply with all applicable laws of the State of Tennessee.

(c) The Borrower has duly approved the execution and delivery of this Agreement and has authorized the taking of any and all action as may be required on the part of the Borrower to carry out, give effect to and consummate the transactions contemplated by this Agreement and the Indenture.

(d) This Agreement has been duly authorized executed and delivered by the Borrower and, assuming due authorization, execution and delivery by the Authority, will constitute a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms.

(e) There is no action, suit, proceedings, inquiry on investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Borrower, threatened against the Borrower, nor is there any basis therefor, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution or delivery of this Agreement, (iii) in any

way contesting or affecting the validity or enforceability of this Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing, or (iv) materially adversely affecting the Borrower's financial condition or its obligations to make Loan Repayments under this Agreement.

(f) The Borrower is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its properties is bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or default; and the execution and delivery of this Agreement and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State or of the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its property is bound.

(g) So long as any Series 101-A-1 Bonds are Outstanding, the Borrower shall promptly cure any violations under all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities, which are or shall become applicable to the Projects, the repair and alteration thereof, and the use or manner of use of the Projects, whether or not such laws, ordinances, orders, rules, regulations and requirements are foreseen or unforeseen, ordinary or extraordinary, and whether or not they shall involve any change or governmental policy or shall require structural or extraordinary repairs, alterations or additions, irrespective of the cost thereof.

(h) The Borrower will not take or omit to take any action which action or omission will in any way cause the proceeds of the Series 101-A-1 Bonds advanced to it to be applied in a manner contrary to that provided in the Indenture and this Agreement.

(i) The Borrower has not taken or omitted to take, and will not take or omit to take, any action, and knows of no action that any other person, firm or corporation has taken or intends to take, which would cause interest on the Series 101-A-1 Bonds to be includable in the gross income of owners thereof for federal income tax purposes.

(j) The Borrower is not in default under any loan agreement, note, bond, mortgage or other instrument evidencing or securing indebtedness.

(k) The Borrower approves the conversion of the Series 101-A-1 Bonds to the Index Period and, as of the date hereof, is not in default in the performance or observance of any of the covenants, conditions, agreements or provisions of this Loan Agreement and all warranties and representations of Borrower herein are true and correct on the date hereof.

(l) The Borrower covenants and agrees to provide annual audited financial statements upon request, such other financial information as shall be reasonably requested to the Administrator, the Liquidity Facility Provider, the Index Purchaser, and the Authority.

(m) The Borrower covenants and agrees to comply with the terms and requirements applicable to Borrower in the Indenture, the Index Agreement, the Remarketing Agreement, the Liquidity Facility and the Program Administration Agreement.

(n) The interest on the Agreement is intended to be excludable from gross income for purposes of Federal income taxation.

(o) The Borrower covenants and agrees to take all necessary action to enforce the payment and collection of Swap Receipts under a Swap Agreement, on behalf of the Authority, and to deposit, or cause to be deposited, all Swap Receipts with the Trustee.

(p) All information provided to the Authority in this Agreement or in any other document or instrument with respect to the Loan, this Agreement or the Projects, was at the time provided, and is now, true, correct and complete, and such information does not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

ARTICLE V Events of Default

Section 5.01. Events of Default. An Event of Default shall occur hereunder if any one or more of the following events shall happen:

(a) the payments required by Sections 3.01, 3.02 and 3.04 hereof are not paid punctually when due;

(b) default shall be made by the Borrower in the due performance of or compliance with any of the terms hereof, other than those referred to in the foregoing subdivision (a), and such default shall continue for thirty (30) days after the Authority or the Trustee shall have given the Borrower written notice of such default (or in the case of any such default which cannot with due diligence be cured within such 30-day period, if the Borrower shall fail to proceed promptly to commence curing the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with any such default not susceptible of being cured with due diligence within the 30 days that the time to cure the same shall be extended for such period as may be reasonably necessary to complete the curing of the same with all due diligence);

(c) the Borrower shall file a voluntary petition in bankruptcy, or shall be adjudicated a bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, composition, readjustment, liquidation or similar relief for itself under any present or future statute, law or regulation, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(d) a petition shall be filed against the Borrower seeking any reorganization, composition, readjustment, liquidation or similar relief under any present or future statute, law or regulation and shall remain undismissed or unstayed for an aggregate of 90 days (whether or not consecutive), or if any trustee, receiver or liquidator of the Borrower or of all or any substantial part of its properties or of the Projects shall be appointed without the consent or acquiescence of the Borrower and such appointment shall remain unvacated or unstayed for an aggregate of 90 days (whether or not consecutive);

(e) the Borrower shall contest the validity of enforceability of any provision of this Agreement; or

(f) the occurrence of a default or an event of default as defined in the Index Rate Agreement that is not cured within the applicable cure period, if any, provided therein.

Section 5.02. Remedies. Upon the occurrence of an Event of Default (regardless of the pendency of any proceeding which has or might have the effect of preventing the Borrower from complying with the terms of this Agreement), the Trustee, as assignee of the Authority, or any other Person who has succeeded to the rights of the Authority hereunder, including the registered owners of the Series 101-A-1 Bonds, the Liquidity Facility Provider, if any, the Index Purchaser, and a Swap Counterparty, at any time thereafter and while such Event of Default shall continue, shall notify the Liquidity Facility Provider, if any, and the Index Purchaser, within five Business Days, and may, at its option, with the consent of the Credit Facility Provider (or the Liquidity Facility Provider, if any) and subject to the provisions of the Indenture, take any action at law, including mandamus, or in equity to collect amounts then due and thereafter to become due hereunder as such amounts become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement. Any amounts collected pursuant to action taken under this Article shall be applied in accordance with the Indenture.

ARTICLE VI Prepayment

Section 6.01. Option to Prepay. Subject to any restrictions in the Index Rate Agreement, the Borrower shall have the right and option throughout the term hereof to prepay in whole or in part the Loan advanced hereunder at the prices and upon the terms hereinafter set forth.

Section 6.02. Optional Prepayment Price.

(a) If the Series 101-A-1 Bonds are bearing interest at the Auction Rate, Daily Rate, Weekly Rate, the Commercial Paper Rate, the Index Rate, and the Short-Term Rate at the time of prepayment, the prepayment amount shall be the Outstanding principal amount of the Series 101-A-1 Bonds as of the designated Redemption Date, plus interest and Additional Payments accrued thereon to the Redemption Date of the Series 101-A-1 Bonds.

(b) If the Series 101-A-1 Bonds are bearing interest at the Medium-Term Rate or the Fixed Rate at the time of prepayment, the prepayment amount shall be the applicable

Redemption Price as set forth in Section 5.02(b) of the Indenture, plus interest accruing between the Prepayment Date and the Redemption Date (or, if said investment earnings exceed interest accrued during said period, less said excess), plus Additional Payments accrued to the Redemption Date.

(c) If any of the Series 101-A-1 Bonds are Bank Bonds at the time of prepayment, the prepayment amount with respect to the Bank Bonds shall be the Outstanding principal amount of the Bank Bonds, plus Additional Payments and interest (including interest at the Bank Rate and Excess Interest, if applicable) accrued to the Redemption Date.

Section 6.03. Notice of Prepayment. The Borrower shall give notice of its intent to prepay its Loan to the Trustee, the Administrator, the Index Purchaser, if any, and the Liquidity Facility Provider (if applicable) in the manner for giving notices hereunder pursuant to Section 7.07 hereof at least forty-five (45) days prior to the Prepayment Date. The notice shall state the intent of the Borrower to prepay its Loan or a portion thereof, the proposed Prepayment Date, the proposed Redemption Date for the Series 101-A-1 Bonds and, in the case of a partial prepayment, the principal amount of the Series 101-A-1 Bonds to be redeemed. The Borrower shall cause the Administrator to instruct the Trustee as to the investment of the funds so deposited and the amount of the Optional Prepayment Price required to be paid by the Borrower, and the Authority and Trustee are entitled to rely on said instructions. After the notice of prepayment has been given as above provided, the Series 101-A-1 Bonds shall not be converted from one Interest Rate Mode to another Interest Rate Mode and Series 101-A-1 Bonds bearing interest at the Medium-Term Rate shall not be changed to a different Medium-Term Rate Period after the notice of prepayment has been given as above provided.

Section 6.04. Partial Prepayment. If the Borrower exercises its right and option to prepay the Loan in part, the prepayment shall be in an amount such that the Series 101-A-1 Bonds remaining Outstanding after the Redemption Date will be in an Authorized Denomination and no portion of a Series 101-A-1 Bond shall be redeemed that would result in a Series 101-A-1 Bond remaining Outstanding that is smaller than the minimum Authorized Denomination for the Series 101-A-1 Bonds. The principal prepayment amount shall be applied in reduction of payment obligations set forth on Exhibit A as Borrower shall elect by written notice to the Trustee.

Section 6.05. Deposit of Prepayment Amount. If the Series 101-A-1 Bonds are bearing interest at the Auction Rate, the Daily Rate, the Commercial Paper Rate, the Weekly Rate, the Index Rate, or the Short-Term Rate, the prepayment amount shall be deposited with the Trustee in immediately available funds not later than 10:00 a.m., Nashville time, on the Redemption Date. If the Series 101-A-1 Bonds are bearing interest at the Medium-Term Rate or the Fixed Rate, the prepayment amount shall be deposited on any date prior to the Redemption Date.

Section 6.06. Discharge of Other Obligations. Notwithstanding any other provisions hereof, this Agreement shall not terminate on the date on which the Borrower shall be obligated to prepay (whether or not any delay in the completion of such prepayment shall be the fault of Authority), nor shall the Borrower obligations hereunder cease until the Borrower shall have paid all amounts payable hereunder without set-off, counterclaim, abatement, suspension, deduction,

diminution, or defense for any reason whatsoever, so long as the Series 101-A-1 Bonds are Outstanding and unpaid, and until the Borrower shall have discharged or made provision satisfactory to Authority for the discharge of, all of its obligations under this Agreement, which obligations have arisen on or before the date for prepayment, including the obligation to pay amounts due and payable on the date of the prepayment.

ARTICLE VII Indemnification

Section 7.01. Indemnification of Trustee, Administrator and Authority. The Borrower covenants and agrees, to the extent it is authorized by applicable law, to indemnify the Trustee, the Administrator and the Authority and each successor trustee and the officers, directors, employees and agents of the Trustee or any such successor trustee, the Administrator and the Authority (the Trustee, each successor trustee, the Authority, the Administrator and such officers, directors, employees and agents being hereinafter referred to in this Section collectively as the "Indemnified Parties" and individually as an "Indemnified Party") for, and to hold each Indemnified Party harmless against, any loss, liability, tax, assessment or other governmental charge (other than taxes applicable to their compensation hereunder) or expenses incurred without negligence, wilful misconduct or bad faith on the part of such Indemnified Party, arising out of or in connection with the acceptance or administration of the Indenture or the trusts thereunder and the duties of the Trustee, the Administrator and the Authority thereunder (but only to the extent the Indenture, its administration, required duties and trusts thereunder are applicable to Borrower, this Agreement or the Series 101-A-1 Bonds), including enforcement of this Agreement and this Section thereof and also including any liability which may be incurred as a result of failure to withhold, pay or report any tax, assessment or other governmental charge, and the costs and expenses incurred by such Indemnified Party in the course of defending itself against or investigating any claim of liability in the premises. The obligations of the Borrower under this Section to compensate and indemnify the Indemnified Parties and to pay or reimburse each Indemnified Party for expenses, disbursements and advances shall constitute an additional obligation hereunder and shall survive the satisfaction and discharge of this Agreement.

ARTICLE VIII Miscellaneous

Section 8.01. Waiver of Statutory Rights. The rights and remedies of the Authority and the Borrower under this Agreement shall not be adversely affected by any laws, ordinances, or regulations, whether federal, state, county, city, municipal or otherwise, which may be enacted or become effective from and after the date of this Agreement affecting or regulating or attempting to affect or regulate any amounts payable hereunder.

Section 8.02. Non-Waiver by Authority. No failure by Authority or by any assignee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of any payment hereunder, in full or in part, during the continuance of such breach, shall constitute waiver of such breach or of such

term. No waiver of any breach shall affect or alter this Agreement or constitute a waiver of a then existing or subsequent breach.

Section 8.03. Remedies Cumulative. Each right, power and remedy of Authority provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement, or now or hereafter existing at law or in equity or by statute or otherwise, in any jurisdiction where such rights, powers or remedies are sought to be enforced, and the exercise or beginning of the exercise by the Authority or the Trustee of any one or more of the rights, powers or remedies provided for in this Agreement or now or hereafter existing at law or in equity or by statute, or otherwise shall not preclude the simultaneous or later exercise by the Authority or Trustee of any or all such other rights, powers or remedies.

Section 8.04. Amendments, Changes and Modification. Except as otherwise provided in this Agreement or in the Indenture, subsequent to the issuance of the Series 101-A-1 Bonds and prior to the payment in full of the Series 101-A-1 Bonds (or provision for the payment thereof having been made in accordance with the provisions of the Indenture), this Agreement may not be effectively amended, changed, modified, altered or terminated without the concurring written consent of the Borrower, Trustee, the Liquidity Facility Provider (if applicable), the Index Purchaser, and to the extent such amendment would affect the rights or obligations of a Swap Counterparty and the Swap Counterparty under a Swap Agreement given in accordance with the provisions of the Indenture.

Section 8.05. Applicable Law - Entire Understanding. This Agreement shall be governed exclusively by the applicable laws of the State of Tennessee. This Agreement expresses the entire understanding and all agreements of the parties hereto with each other and neither party hereto has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Agreement.

Section 8.06. Severability. In the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provisions shall not affect any of the remaining provisions of such instrument.

Section 8.07. Notices and Demands. All notices, certificates, demands, requests, consents, approvals and other similar instruments under this Agreement shall be in writing, and shall be deemed to have been properly given and received if sent by United States certified or registered mail, postage prepaid, (a) if to the Borrower, addressed to the Borrower, at 109 Third Avenue, South, Franklin, Tennessee 37064, Attention: City Administrator/Recorder; (b) if to the Authority, addressed to the Authority, 109 Third Avenue South, Franklin, Tennessee 37064, Attention: Assistant City Administrator for Finance and Administration/Chief Financial Officer, with a copy to its counsel, Doug Berry, Esq., Miller & Martin PLLC, 401 Commerce Street, Nashville, Tennessee 37219; (c) if to the Administrator, at The Farragut Building, 530 South Gay Street, Suite 800, Knoxville, Tennessee 37902, Attention: Joseph K. Ayres; (d) if to the Trustee, addressed to the Trustee at 150 4th Avenue North, 9th Floor, Nashville, Tennessee 37219, Attention: Corporate Trust; and (e) if to the Index Purchaser, PNC Bank, National Association, James Ritter, 101 South Fifth Street, Louisville, Kentucky 40202, or at such other

addresses as any addressee from time to time may have designated by written notice to the other addressees named above. The Authority shall promptly forward to the Borrower copies of any notice received by it from the Trustee under the Indenture.

Section 8.08. Headings and References. The headings in this Agreement are for the convenience of reference only and shall not define or limit the provisions thereof. All references in this Agreement to particular Articles or Sections are references to Articles or Sections of this Agreement, unless otherwise indicated.

Section 8.09. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 8.10. Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute but one and the same instrument.

Section 8.11. Amendments, Changes and Modifications of Indenture. The Authority covenants and agrees that it will not, without the prior written consent of the Borrower, enter into or consent to any amendment, change or modification of the Indenture which would adversely affect the Borrower rights under this Agreement.

Section 8.12. No Liability of Authority's and Borrower's Officers. No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any incorporator, member, director or officer, as such, past, present or future, of the Authority or the Borrower, either directly or through the Authority or the Borrower. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer is hereby expressly waived and released by the Borrower and the Authority against the other's incorporators, members, directors or officers as a condition of and consideration for the execution of this Agreement.

Section 8.13. Refunding of the Series 101-A-1 Bonds. The Series 101-A-1 Bonds may be refunded at any time and from time to time as permitted by applicable law, upon the direction of the Borrower. In the event the Series 101-A-1 Bonds are refunded by Bonds issued by the Authority, all references in this Agreement to (i) the Series 101-A-1 Bonds shall be deemed to refer also to the refunding bonds, (ii) the Indenture shall be deemed to refer also to the indenture or other instrument pursuant to which the refunding bonds are issued, and (iii) any funds or accounts referred to herein shall be deemed to refer also to the corresponding funds or accounts established under the indenture or other instrument pursuant to which the refunding bonds are issued.

Section 8.14. Continuing Disclosure. In the event the Series 101-A-1 Bonds are not exempt under Section 15c2-12, the Borrower hereby covenants and agrees that it will provide such annual financial information and material event notices, if any, as required by Rule 15c2-12 of the Securities Exchange Commission for the Series 101-A-1 Bonds. The Authorized Borrower Representative is authorized to execute an agreement for the benefit of and enforceable

by the owners of the Series 101-A-1 Bonds specifying the details of the financial information and material event notices to be provided and its obligations relating thereto. Failure of the Borrower to comply with the undertaking herein described and to be detailed in said closing agreement, shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Series 101-A-1 Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Borrower to comply with its undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 8.15. Allocation for Purposes of Section 265. The Borrower hereby agrees that the proceeds of the Series 101-A-1 Bonds and of the Loan shall be allocated to it for purposes of Section 265 of the Code.

Signatures on Following Page

IN WITNESS WHEREOF, THE PUBLIC BUILDING AUTHORITY OF THE CITY OF FRANKLIN, TENNESSEE, has executed this Loan Agreement by causing its name to be hereunto subscribed by its Chairman and attested by its Secretary; and the CITY OF FRANKLIN, TENNESSEE has executed this Loan Agreement by causing its name to be hereunto subscribed by its Mayor and City Administrator/Recorder, all being done as of the day and year first above written, but with an effective date of November __, 2014.

PUBLIC BUILDING AUTHORITY
OF THE CITY OF FRANKLIN, TENNESSEE

(SEAL)

By: _____
Chairman

ATTEST:

Secretary

CITY OF FRANKLIN, TENNESSEE

(SEAL)

By: _____
Mayor

ATTEST:

City Administrator/Recorder

EXHIBIT A
PRINCIPAL REDUCTION SCHEDULE

<u>Date</u> <u>(May 25)</u>	<u>Principal</u>
2025	\$1,175,000
2026	1,225,000
2027	1,300,000
2028	1,350,000
2029	1,400,000
2030	1,450,000
2031	1,525,000
2032	1,575,000
2033	1,650,000
2034	1,725,000
2035	1,800,000
2036	1,875,000
2037	1,950,000

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SERIES 101-A-1 SECOND SUPPLEMENTAL INDENTURE OF TRUST

This Series 101-A-1 Second Supplemental Indenture of Trust (the “Second Supplemental Indenture”) is made and entered into as of the first day of November, 2014, by and between THE PUBLIC BUILDING AUTHORITY OF THE CITY OF FRANKLIN, TENNESSEE (the “Authority”), and REGIONS BANK, an Alabama Banking corporation, as trustee (the “Trustee”).

WITNESSETH:

WHEREAS, the Authority is a public non-profit corporation and a public instrumentality of the City of Franklin, Tennessee, organized and existing pursuant to Chapter 10, Title 12, Tennessee Code Annotated, with the power and authority to finance any project or projects eligible to be financed by bonds, notes, interim certificates or other obligations authorized to be issued by a municipality or county in the State of Tennessee; and

WHEREAS, in order to establish a program to assist incorporated cities and towns, counties, and metropolitan governments, school districts or other municipal governmental bodies or political subdivisions of the State of Tennessee and any agency, authority, corporation or instrumentality thereof in financing of certain projects, on November 13, 2006, the Board of Directors of the Authority adopted a resolution authorizing, among other things, the issuance and delivery of not to exceed \$500,000,000 in aggregate principal amount of Local Government Public Improvement Bonds (the “Bonds”), to be issued in one or more series from time to time in such amounts and at such times as the Authority may from time to time deem to be necessary or advisable; and

WHEREAS, the Authority and the Trustee have entered into an Indenture of Trust, dated as of January 1, 2007, as supplemented by the Series 101-A-1 Supplemental Indenture of Trust dated as of January 1, 2007 (collectively, the “Original Indenture”), providing for the issuance and delivery of the Local Government Public Improvement Bonds, Series 101-A-1, dated January 25, 2007 (the “Series 101-A-1 Bonds”), for the purpose of making a loan to the City of Franklin, Tennessee (the “Series 101-A-1 Borrower”) pursuant to that certain Loan Agreement, dated as of even date, by and between the Authority and the Series 101-A-1 Borrower, as said Agreement may hereafter be supplemented, extended, modified or amended (the “Series 101-A-1 Loan Agreement”); and

WHEREAS, pursuant to Sections 17.01(f), 17.03 and 17.04 of the Original Indenture, the Authority and the Trustee desire to enter into this Second Supplemental Indenture (the Original Indenture, as supplemented herein, will hereafter be referred to as the “Indenture”) to provide for the addition of an additional Rate Period for the Series 101-A-1 Bonds to be known as the Index Period (as described herein), all necessary consents having been obtained;

WHEREAS, concurrently with the execution of this Second Supplemental Indenture, the Authority and the Series 101-A-1 Borrower will enter into a Series 101-A-1 Amended and Restated Loan Agreement, dated as of November 1, 2014 (the “Amended and Restated Loan Agreement”); and

WHEREAS, the amendments to the Original Indenture provided herein shall only apply to the Series 101-A-1 Bonds.

NOW, THEREFORE, for and in consideration of the foregoing premises, it is mutually covenanted and agreed, for the equal and proportionate benefit of all Holders of the Series 101-A-1 Bonds, as follows:

1. All capitalized terms used herein shall have the meanings ascribed to them herein, and if not defined herein, shall have the meanings ascribed to them in the Original Indenture.

2. The Original Indenture shall be amended as follows with respect to the Series 101-A-1 Bonds:

(A) Section 1.01 of the Original Indenture is hereby amended by:

I. Adding the following defined terms thereto in the correct alphabetical order:

“Applicable Factor” means 70%.

“Applicable Spread” means:

(i) with respect to the Initial Index Period, initially 0.45% (45 basis points); and

(ii) with respect to any Subsequent Index Period, the Applicable Spread determined by the Market Agent in accordance with Section 2.05A(f) hereof.

“Default Rate” means, with respect to an Index Rate Agreement, a rate per annum established in the Index Rate Agreement, but in no event exceeding the Maximum Lawful Rate.

“Index Period” means the Initial Index Period and any Subsequent Index Period.

“Index Period Mandatory Tender Date” means (i) the Initial Index Period Mandatory Tender Date and (ii) during any Subsequent Index Period, the date designated pursuant to Section 2.05A(e) as the Index Period Mandatory Tender Date for such Subsequent Index Period, if any.

“Index Purchaser” means the Holder of the Series 101-A-1 Bonds in the Index Period, which initially is PNC Bank National Association. If there is more than one Holder of the Series 101-A-1 Bonds, “Index Purchaser” means Holders owning a majority of the aggregate principal amount of the Series 101-A-1 Bonds then Outstanding.”

“Index Rate” means the interest rate on the Series 101-A-1 Bonds established under Section 2.05A hereof.

“Index Rate Agreement” means (i) during the Initial Index Period, the Index Rate Agreement, dated as of November 1, 2014, between the Series 101-A-1 Borrower and the Index Purchaser, relating to the Series 101-A-1 Bonds during the Initial Index Period, and any amendments thereto or restatements thereof, and (ii) during any Subsequent Index Period, any Index Rate Agreement between the Series 101-A-1 Borrower and an Index Purchaser, relating to the Series 101-A-1 Bonds during any Subsequent Index Period and any amendments thereto or restatements.

“Initial Index Period” means the period commencing on the Initial Index Period Conversion Date and ending on the first to occur of: (i) the date immediately preceding the first day of a Subsequent Index Period, (ii) the Initial Index Period Mandatory Tender Date, (iii) a Conversion Date and (iv) the Maturity Date.

“Initial Index Period Conversion Date” means November __, 2014.

“Initial Index Period Mandatory Tender Date” means November __, 2019.

“LIBOR Rate” means the rate of interest that is equal to the quotient of:

(i) the rate per annum equal to the offered rate for deposits in U.S. dollars for a one (1) month period, which rate appears on that page of Reuters reporting service, or such similar service as determined by the Index Purchaser, that displays ICE Benchmark Administration (“ICE”) (or any successor thereto if ICE is no longer making a London Interbank Offered Rate available) interest settlement rates for deposits in U.S. Dollars, as of 11:00 A.M. (London, England time) two (2) Business Days prior to the date the Index Rate is to be established pursuant to Section 2.05A; provided, that if no such offered rate appears on such page, the rate will be the per annum rate of interest determined by the Index Purchaser to be the rate at which U.S. Dollar deposits for a similar period are offered to the Index Purchaser in the London Inter-Bank Market as of 11:00 A.M. (London, England time), on the date which is two (2) Business Days prior to the date the Index Rate is to be established pursuant to Section 2.05A, divided by

(ii) a percentage equal to 1.00 *minus* the maximum reserve percentages (including any emergency, supplemental, special or other marginal reserves) expressed as a decimal (rounded upward to the next 1/100th of 1%) in effect on any day to which the Index Purchaser is subject with respect to any LIBOR loan pursuant to regulations issued by the Board of Governors of the Federal Reserve System with respect to eurocurrency funding (currently referred to as “eurocurrency liabilities” under Regulation D). This percentage will be adjusted automatically on and as of the effective date of any change in any reserve percentage.

“Market Agent” means any Person appointed by the Issuer at the Series 101-A-1 Borrower’s direction to serve as market agent in connection with the Series 101-A-1 Borrower’s election to establish a Subsequent Index Rate Period, who, in the judgment of the Series 101-A-1 Borrower, possesses sufficient knowledge of the market for obligations comparable with the Series 101-A-1 Bonds to evaluate the rates and terms proposed by potential purchasers of the Series 101-A-1 Bonds.

“Maturity Date” means June 1, 2037.

“Subsequent Index Period” means each period, other than the Initial Index Period, during which the Series 101-A-1 Bonds bear interest at an Index Rate.

II. Amending the following defined terms included in Section 1.01 of the Original Indenture as follows:

“Authorized Denominations” is hereby amended by adding a comma after the words “Commercial Paper Period” in subsection (i) and inserting the phrase “, Index Period”.

“Business Day” is hereby amended by adding the phrase “the Index Purchaser, if any,” following the phrase, “the Liquidity Facility Provider, if any,” each place it appears.

“Interest Payment Date” is hereby amended by deleting the word “and” prior to subsection (f) and by inserting a new section (g) as follows: “and, (g) with respect to Bonds which are in the Index Period, the Interest Payment Date shall have the meaning set forth in the form of the Bond appearing on Exhibit A and with respect to the Series 101-A-1 Bonds shall also mean the Initial Index Period Mandatory Purchase Date.”

“Maximum Rate” is hereby amended by deleting it in its entirety and by substituting it in its entirety as follows: “Maximum Rate” means (unless otherwise approved by the Credit Facility Provider, if any) (A) for all Series of Bonds (other than ARS Bonds, Bonds bearing interest at the Index Rate and Bank Bonds) with respect to Bonds of a Series, the lesser of (i) fifteen percent (15%) per annum and (ii) the Maximum Lawful Rate, and (B) with respect to Bank Bonds of a Series means the Bank Rate as defined in the Liquidity Facility provided by a Liquidity Facility Provider respect to such Series of Bonds, which Bank Rate shall not exceed the Maximum Lawful Rate in effect and applicable from time to time while the Bonds are Bank Bonds, and (C) with respect to a Series of ARS Bonds, the ARS Maximum Rate which shall not exceed the Maximum Lawful Rate in effect and applicable from time to time while such Series of Bonds are ARS Bonds, and (D) with respect to a Series of Bonds in the Index Period, means an interest rate per annum equal to the Default Rate which shall not exceed the Maximum Lawful Rate.”

“Rate Period” is hereby amended by adding the phrase “Index Period,” after the phrase “the Fixed Period”.

“Record Date” is hereby amended by adding the Phrase, “the Index Rate,” after the phrase “a Weekly Rate” in subpart (c) thereof.

(B) Section 2.02(e) of the Original Indenture is hereby amended by deleting the second sentence and substituting instead the following: “Notwithstanding the foregoing, (i) with respect to a Series of Bonds, other than Bonds during an Index Period, if the Authority shall have obtained and filed with the Trustee and the Remarketing Agent, if any, written evidence from at least one Rating Agency that the long-term rating and the short-term rating, if applicable, on any such proposed Series of Bonds upon issuance will not result in a rating lower than the minimum investment grade rating of such Rating Agency, then a Credit Facility and/or a Liquidity Facility, respectively, shall not be required, unless otherwise required by the Authority; and (ii) no Credit Facility, Liquidity Facility or evidence of rating will be required with respect to any Series of Bonds during an Index Period.”

(C) Section 2.04(a) of the Original Indenture is hereby amended by adding the phrase to the end of the next to the last sentence in such section “and that so long as the Series of Bonds bear interest at the Index Rate, shall be calculated as set forth in the Index Rate Agreement or in the Bond.”

(D) Section 2.04(g) of the Original Indenture is hereby amended by adding the following paragraph at the end thereof:

“Anything herein to the contrary notwithstanding, the foregoing provisions of this Section 2.04(g) shall not apply to any Series of Bonds in the Index Period until Bonds of such Series are converted to a Rate Period other than the Index Period.”

(E) Section 2.05(a) of the Original Indenture is hereby amended to add the phrase “and Bonds in the Index Period” following the phrase “ARS Bonds” in the caption.

(F) Article II of the Original Indenture is hereby amended by adding the following at the end of Section 2.05:

“Section 2.05A. Index Period.

(a) From the Conversion Date after which the Series 101-A-1 Bonds will bear interest at the Index Rate until the next following Conversion Date, the Series 101-A-1 Bonds shall bear interest at the Index Rate, as described in this Section.

(b) The Index Rate will be set by the Index Purchaser on (i) the date of Conversion of the Series 101-A-1 Bonds for the period beginning on the date of Conversion of the Series 101-A-1 Bonds to the Index Rate and ending on the last day of such month and (ii) on the first day of each calendar month thereafter for the period beginning on such first day and ending on the last day of such calendar month, in each case, as follows: the interest rate shall be established at a rate equal to the sum of (i) the Applicable Spread in effect on such date and (ii) the product of the LIBOR Rate and the Applicable Factor. Promptly after each determination of the Index Rate, the Index Purchaser shall notify the Trustee and the Borrower of such new Index Rate, but in no event exceeding the Maximum Lawful Rate.

(c) Upon the occurrence of an Event of Default pursuant to Section 14.01, the Index Rate shall thereafter be a rate of interest equal to the Default Rate.

(d) The determination of the Index Rate (absent manifest error) shall be conclusive and binding upon the Authority, the Series 101-A-1 Borrower, the Trustee, and the Owners of the Series 101-A-1 Bonds. If for any reason the Index Purchaser fails to establish the Index Rate, the Series 101-A-1 Bonds shall bear interest at the Index Rate last in effect.

(e) In the event the Series 101-A-1 Borrower elects to establish a Subsequent Index Period, the Series 101-A-1 Borrower shall notify the Issuer, the Trustee, the Remarketing Agent, if any, and the Administrator in writing, not later than the 20th day prior to the commencement of such Subsequent Index Period, of such an election. Such notice shall also provide (i) the date the Subsequent Index Period shall begin, (ii) the Index Period Mandatory Tender Date, if any, applicable to such Subsequent Index Period and (iii) the name and contact information of the Market Agent that will determine the Applicable Factor and Applicable Spread for the Subsequent Index Period in accordance with Section 2.05A(f) hereof.

(f) On or before five (5) Business Days prior to the commencement of a Subsequent Index Period, the Market Agent shall determine the Applicable Factor and the Applicable Spread for such Subsequent Index Period and shall give notice of such determination to the Series 101-A-1 Borrower, the Issuer, the Trustee and the Index Purchaser. The Market Agent shall determine the Applicable Factor and the Applicable Spread so as to produce the Index Rate (based upon tax exempt obligations comparable, in the judgment of the Market Agent, to the Series 101-A-1 Bonds and known to the Market Agent to have been priced or traded under the prevailing market conditions) that is the minimum interest rate at which a Person will agree to purchase the Series 101-A-1 Bonds upon the commencement of the Subsequent Index Period at a purchase price (without regard to accrued interest) equal to the principal amount thereof, and, subject to Section 2.05A(g) below, the Series 101-A-1 Bonds shall be sold to a purchaser at such purchase price on the first day of the Subsequent Index Period.

(g) If at any time during an Index Period the Series 101-A-1 Borrower elects to establish a Subsequent Index Period, then, notwithstanding that the day immediately prior to the first day of such Subsequent Index Period is a Mandatory Purchase Date, the Index Purchaser (with the consent of the Series 101-A-1 Borrower) may elect to retain its Series 101-A-1 Bonds by delivering to the Trustee, the Series 101-A-1 Borrower, the Issuer and the Market Agent a written notice no less than two (2) Business Days prior to the commencement of such Subsequent Index Period stating its election to retain the Series 101-A-1 Bonds during such Subsequent Index Period and acknowledging its agreement (i) to the Applicable Factor and Applicable Spread determined by the Market Agent pursuant to Section 2.05A(f) above and (ii) to the Index Period Mandatory Tender Date, if any, applicable for such Subsequent Index Period established by the Series 101-A-1 Borrower pursuant to Section 2.05A(f) above.

(G) Section 2.06 (a) (ii) of the Original Indenture is hereby amended to add the phrase “and Bonds in the Index Period” following the phrase “Commercial Paper Period”.

(H) Section 2.06(c) of the Original Indenture is hereby amended as follows:

(a) subsection (ii) is amended to add the phrase “or an Index Period” following the phrase “Commercial Paper Period”;

(b) the following phrase shall be added as a new subsection (iv) immediately following subsection (iii): “and (iv) if the new Rate Period is an Index Period, the Index Period Mandatory Tender Date for such Index Period.”; and

(c) the last sentence of 2.06(c) is amended to add the phrase “the Index Period,” before the phrase “the Commercial Paper Period”.

(I) Section 2.06(d) of the Original Indenture is hereby amended by adding the following phrase to the end of the last sentence of the first paragraph: “unless such Series of Bonds will be converted to bearing interest at the Index Rate.”

(J) Section 2.06(d) of the Original Indenture is hereby amended to add the phrase “Index Rate” following the phrase “Short-Term Rate” each place it appears in the second paragraph of Section 2.06(d).

(K) Section 2.13 of the Original Indenture is hereby amended by deleting such Section in its entirety and replacing it with the following: “The Bonds of each Series shall be in substantially the form of Exhibit A-1 while in any Rate Period other than the Index Period and shall be in substantially the form of Exhibit A-2 while in the Index Period, with such changes or additional provisions as shall be set forth in the related Supplemental Indenture.”

(L) Section 4.02(a) of the Original Indenture is hereby amended by deleting the word “and” immediately preceding “(iii)”;

by deleting the period at the end of the first sentence; and

by adding the following phrase “(iv) for any Series 101-A-1 Bonds bearing interest in the Index Period, the Index Period Mandatory Tender Date, if any, and (v) the day immediately prior to the first day of a Subsequent Index Period.

(M) Section 4.02(a) is further amended by adding the following clause to the end of the last sentence: “provided, however, when the Series 101-A-1 Bonds are subject to mandatory tender pursuant to Section 4.02(a)(iv) or (v), the Trustee is not required to deliver or mail any notice to the Owners of the Bonds, except as otherwise required herein.”

(N) Section 4.03(a) of the Original Indenture is hereby amended by deleting the word “The” and by inserting the following phrase at the beginning of the first sentence: “Except in connection with an Index Period Mandatory Tender Date, the”.

(O) Section 4.03(b) of the Original Indenture is hereby amended by adding the following sentence to such subsection: “Notwithstanding the foregoing, the Index Purchaser shall deliver to the Trustee, in immediately available funds, on or before 11:00 a.m. Eastern

Time on the Index Period Mandatory Tender Date, an amount equal to the purchase price of the Series 101-A-1 Bonds.”

(P) Section 5.02(b) of the Original Indenture is hereby amended by adding the following new sentence at the end of such subsection: “During the Index Period, the Series 101-A-1 Bonds are subject to optional redemption by the Authority, in whole or in part on any Interest Payment Date, at the principal amount thereof plus accrued interest to the Redemption Date.”

(Q) Section 5.04 of the Original Indenture is hereby amended by adding the phrase “the Index Period,” following the phrase “the Short-Term Period” in the first sentence of such subsection.

(R) Section 8.01 of the Original Indenture is hereby amended by adding the phrase “the Index Period,” following the phrase “the Short-Term Period” in the last sentence of such subsection.

(S) Section 8.02(a) of the Original Indenture is hereby amended by adding the following phrase to the end of the sentence: “or by the Index Purchaser, as the case may be.”

(T) Section 15.06 of the Original Indenture is hereby amended by inserting the phrase “, each Index Purchaser” following the phrase “Credit Facility Provider” and before the phrase “and each Liquidity Facility Provider”, and inserting the phrase “the Index Period,” following the phrase “the Short-Term Period” and before the phrase “the Commercial Paper Period”.

(U) Section 15.07 of the Original Indenture is hereby amended by inserting the phrase “, each Index Purchaser” following the phrase “Credit Facility Provider” and before the phrase “and each Liquidity Facility Provider” in each place that such phrases occur in such Section, and inserting the phrase “the Index Period,” following the phrase “the Short-Term Period” and before the phrase “the Commercial Paper Period”.

(V) Section 15.08 of the Original Indenture is hereby amended by inserting the phrase “, each Index Purchaser” following the phrase “a Credit Facility Provider” and before the phrase “and each Liquidity Facility Provider”.

(W) Section 15.09 of the Original Indenture is hereby amended by inserting the phrase “, each Index Purchaser” following the phrase “Credit Facility Provider” and before the phrase “and each Liquidity Facility Provider”.

(X) Section 15.14 of the Original Indenture is hereby amended by inserting the following at the end of such section: “No Remarketing Agent shall be required to be in place while the Series 101-A-1 Bonds are in the Index Period; however, the Authority shall immediately appoint a Remarketing Agent in accordance with the Indenture if at any time during the Index Period the action of a Remarketing Agent shall be required to fulfill the provisions of the Indenture.”

(Y) Section 15.19 of the Original Indenture is hereby amended as follows: (i) in the first paragraph of such Section, inserting the phrase “, each Index Purchaser” following the phrase

“each Credit Facility Provider” and before the phrase “and each Liquidity Facility Provider”, and (ii) in the third paragraph of such Section, inserting the phrase “each Index Purchaser,” following the phrase “each Liquidity Facility Provider” and before the phrase “the Trustee”.

(Z) Exhibit A of the Original Indenture is hereby amended by redesignating it as Exhibit A-1, and by adding Exhibit A attached hereto as Exhibit A-2.

(AA) The Original Indenture is hereby amended by replacing Exhibit B to the Original Indenture with Exhibit B attached hereto.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto cause this Supplemental Indenture to be executed by their respective corporate names by their respective authorized officers, all as of the date first above written.

THE PUBLIC BUILDING AUTHORITY OF THE
CITY OF FRANKLIN, TENNESSEE

By: _____
Vice-Chairman

ATTEST:

Secretary-Treasurer

(SEAL)

REGIONS BANK,
as Trustee

By: _____
Authorized Officer

EXHIBIT A

FORM OF SERIES 101-A-1 BOND

R-__

\$_____

UNITED STATES OF AMERICA

STATE OF TENNESSEE

THE PUBLIC BUILDING AUTHORITY OF
THE CITY OF FRANKLIN, TENNESSEE

Local Government Public Improvement Bond,
Series 101-A-1

MATURITY DATE

DATED DATE

TYPE OF INTEREST
PERIOD

June 1, 2037

November __, 2014

Index Period

FEDERAL TAX IDENTIFICATION NUMBER: _____

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

THE PUBLIC BUILDING AUTHORITY OF THE CITY OF FRANKLIN, TENNESSEE (the "Authority"), for value received, promises to pay from the source and as hereinafter provided, to the Registered Owner identified above on the Maturity Date set forth above, upon surrender hereof, the Principal Amount set forth above, and in like manner to pay interest on said sum as provided herein.

THE SERIES 101-A-1 BOND AND THE ISSUE OF WHICH IT IS A PART AND THE PREMIUM, IF ANY, AND INTEREST HEREON ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM THE REVENUES AND RECEIPTS DERIVED FROM THE AGREEMENT PURSUANT TO THE AGREEMENT (AS HEREINAFTER DEFINED), INCLUDING PAYMENTS RECEIVED THEREUNDER, WHICH PAYMENTS, REVENUES AND RECEIPTS HAVE BEEN PLEDGED AND ASSIGNED TO THE TRUSTEE TO SECURE PAYMENT OF THE BONDS. THE BONDS, THE PREMIUM, IF ANY, AND THE INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF TENNESSEE OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY. NEITHER THE STATE OF TENNESSEE NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS OR OTHER COSTS INCIDENT

THERE TO EXCEPT FROM THE REVENUES AND RECEIPTS PLEDGED THEREFOR, AND NEITHER THE FAITH AND CREDIT OF THE AUTHORITY, THE STATE OF TENNESSEE OR ANY POLITICAL SUBDIVISION OF THE STATE OF TENNESSEE, NOR THE TAXING POWER OF THE STATE OF TENNESSEE OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS OR OTHER COSTS INCIDENT THERETO. THE AUTHORITY HAS NO TAXING POWER.

No covenant or agreement contained in this Series 101-A-1 Bond shall be deemed to be a covenant or agreement of any officer, agent, or employee of the Authority in his individual capacity, and neither the members of the Authority nor any officer thereof executing this Series 101-A-1 Bond shall be liable personally on this Series 101-A-1 Bond or be subject to any personal liability or accountability by reason of the issuance of this Series 101-A-1 Bond.

1. **Purpose; Pledge; Incorporation by Reference.** This Series 101-A-1 Bond is one of the duly authorized Bonds (the "Bonds") of the Authority, limited in the aggregate principal amount to \$500,000,000 issued or to be issued in part from time to time in series (each a "Series") under and pursuant to Tennessee Code Annotated, Sections 12-10- 101 et seq., (the "Act"), resolutions (collectively, the "Resolution") adopted by the Authority on November 13, 2006 and on October 28, 2014, and an Indenture of Trust dated as of January 1, 2007, as supplemented by the Series 101-A-1 Supplemental Indenture of Trust dated as of January 1, 2007 (the "Original Supplemental Indenture"), between the Authority and the Trustee (as supplemented, the "Original Indenture") to make loans to incorporated cities or towns, counties, school districts, metropolitan governments or other municipal, governmental body or political subdivision in the State of Tennessee and any agency, authority, corporation or instrumentality thereof pursuant to loan agreements between each borrower and the Authority to finance or refinance the construction, improvement, repair, acquisition and equipping of land, buildings, equipment and infrastructure for use by such borrower. The Authority's Local Government Public Improvement Bonds, Series 101-A-1 (the "Series 101-A-1 Bonds"), of which this Series 101-A-1 Bond is one, were originally issued bearing interest at the Daily Rate in the original amount of \$20,000,000 pursuant to the Resolution, the Act, and the Original Indenture for the purpose of providing a loan in such amount under a Series 101-A-1 Loan Agreement (the "Original Loan Agreement") between the Authority and the City of Franklin, Tennessee (the "Borrower") to finance the (i) design and construction of, and improvements to, streets and roads and acquisition of rights-of-way in connection therewith; (ii) design and construction of, and improvements to, public safety buildings for fire and police departments; (iii) design and construction of water, sewer, and water reuse lines, along with improvements to existing water treatment facilities and future water reservoir; (iv) design and construction and improvements to parks, recreational, and public works facilities; (v) construction of extensions and improvements to the storm water drainage system of the Municipality, including, but not limited to, design and acquisition of land for and the construction of drainage system improvements, including bridges and culverts; (vi) acquisition of all property, real and personal, appurtenant thereto; (vii) payment of legal, fiscal, administrative, architectural and engineering costs incident thereto; (viii) payment capitalized interest during construction and for up to six months thereafter (collectively, the "Projects"); and (ix) payment of costs of issuance and sale of the Series 101-A-1 Bonds.

On the date hereof, the Rate Period on the Series 101-A-1 Bonds, of which this Bond is one, is being converted to the Index Rate pursuant to the Series 101-A-1 Second Supplemental Indenture of Trust, dated as of November 1, 2014 (the "Supplemental Indenture;" and together with the Original Indenture, the "Indenture") and an Amended and Restated Loan Agreement dated as of November 1, 2014 (the "Loan Agreement"), which amends and restates the Original Loan Agreement. The outstanding amount under the Series 101-A-1 Bonds as of the date hereof is \$20,000,000.

The Series 101-A-1 Bonds will be solely secured by a pledge and assignment to the Trustee pursuant to the Indenture of (i) all right, title and interest and privilege of the Authority now owned or hereafter acquired in, to and under the Loan Agreement and any agreement supplementing, extending or modifying the same, including, without limitation, all present and future rights of the Authority to make claim for, collect and receive any income, revenues, issues, profits, and other sums of money payable to or for the account of or receivable by the Authority under the Loan Agreement (whether payable pursuant to the Loan Agreement or otherwise), to bring actions and proceedings under the Loan Agreement or for the enforcement thereof, to pursue the remedies provided in the Loan Agreement upon the occurrence of an event of default thereunder, and to do any and all things that the Authority is or may become entitled to do under the Loan Agreement, but excluding (x) the rights of the Authority to receive payment of the Authority's expenses and attorneys' fees, to receive notices and other documents, and to indemnification and (y) to amounts payable by the Borrower under the Loan Agreement consisting of Loan Swap Payments and Loan Termination Payments and excluding Additional Payments; (ii) all right, title and interest of the Authority now owned or hereafter acquired under any Swap Agreement (as defined in the Indenture), if any, in and to Swap Receipts (as defined in the Indenture), if any; (iii) all monies and securities (including the investment income therefrom) held by the Trustee in any of the funds or accounts established under the Indenture with respect to the Series 101-A-1 Bonds (except the Additional Payments Subaccount of the Series Bond Account of the Bond Fund and the Rebate Fund), subject, however, to the application thereof to the uses and in the manner set forth in the Indenture; and (iv) all property which is by the express provisions of the Indenture required to be subject to the lien of the Indenture and any additional property that may, from time to time hereafter be subjected to the lien of the Indenture. Each Series of Bonds issued under the Indenture shall have the benefit of such lien and security interest only with respect to the Loan Agreement funded by such Series of Bonds and not with respect to any other Loan Agreement and the funds and accounts established for such Series of Bonds and not for any other Series of Bonds.

"Trust Moneys" are all moneys received by the Trustee with respect to the Loan Agreement or the Series 101-A-1 Bonds (a) as provided in the Indenture to be held and applied (other than the Additional Payments Subaccount of the Series Bond Account of the Bond Fund and the Rebate Fund), or required to be paid to the Trustee and whose disposition is not elsewhere provided for in the Indenture, including but not limited to the investment income of all Trust Funds (as defined in the Indenture) held by the Trustee under the Indenture; or (b) as payments under the Loan Agreement (except the right to receive payment of certain expenses and attorney's fees, to receive notices and certain other documents, to indemnification, to receive amounts payable in reimbursement for certain payment of fees, and to Additional Payments; or (c) as Swap Receipts (as defined in the Indenture), if any, under a Swap Agreement (as defined in the Indenture), if any. Trust Moneys shall be held by the Trustee as a part of the Trust Estate

for the Series 101-A-1 Bonds to which such Loan Agreement is pledged on a parity and equality of lien with Swap Payments (as defined in the Indenture), if any, obligated to be made to a Swap Counterparty (as defined in the Indenture), if any, under a Swap Agreement, (as defined in the Indenture), if any, relating to all or a portion of the Series 101-A-1 Bonds, as and to the extent provided in the granting clauses of the Indenture, and, upon the exercise by the Trustee of any remedy specified in the Indenture, such Trust Moneys shall be applied in accordance with the Indenture, except to the extent that the Trustee is holding in trust moneys and/or Government Obligations for the payment of any specified Series 101-A-1 Bonds which are no longer deemed to be Outstanding under the provisions of the Indenture, which moneys and/or Government Obligations shall be applied only as provided in the Indenture. Prior to the exercise of any such remedy, all or any part of the Trust Moneys shall be held, invested, withdrawn, paid or applied by the Trustee, from time to time, as provided in the Indenture.

The Bonds are all issued under and are equally and ratably secured by and entitled to the protection of the Indenture, pursuant to which all payments due from the Borrower to the Authority under the Agreement (other than certain indemnification payments and the payment of certain fees and expenses of the Authority) are assigned to the Trustee to secure the payment of the principal and Purchase Price of, and premium, if any, and interest on the Bonds.

Reference is hereby made to the Indenture for a description of the property pledged and assigned, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Authority, the Trustee and the Registered Owners of the Bonds and the terms upon which the Bonds are issued and secured. All capitalized terms used, but not defined, are defined in the Indenture and are used herein in the same manner and with the same meaning as in the Indenture.

The transfer of this Series 101-A-1 Bond may be registered by the Registered Owner hereof in person or by his attorney duly authorized in writing, at the principal corporate trust office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Series 101-A-1 Bond. Upon such transfer a new registered Bond or Bonds of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor. The Authority and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof (whether or not this Series 101-A-1 Bond shall be overdue) for all purposes, and neither the Authority nor the Trustee shall be bound by any notice or knowledge to the contrary.

2. **Interest Rate.** Interest on this Series 101-A-1 Bond will be paid at the lesser of (a) an Index Rate as determined in accordance with the Indenture and (b) the maximum rate permitted by law. The Borrower may change the interest rate determination method from time to time. A change in the method will result in the Bonds becoming subject to mandatory tender for purchase on the effective date of such change.

Interest will be computed on the basis of the actual number of days elapsed over a year of 360 days.

3. **Interest Payment and Record Dates.** Interest will accrue on the unpaid portion of the principal of this Series 101-A-1 Bond from the last date to which interest was paid or duly provided for or, if no interest has been paid or duly provided for, from the date of initial authentication and delivery of the Series 101-A-1 Bonds, until the entire principal amount of this Series 101-A-1 Bond is paid or duly provided for. When interest is payable at the rate in the first column below, interest accrued during the period (an “Accrual Period”) shown in the second column will be paid on the date (an “Interest Payment Date”) in the third column to holders of record on the date (a “Record Date”) in the fourth column:

<u>TYPE OF RATE PERIOD</u>	<u>ACCRUAL PERIOD</u>	<u>INTEREST PAYMENT DATE</u>	<u>RECORD DATE</u>
Index Period	Quarterly based on calendar months	First Business Day of each March, June, September and December, commencing March 1, 2015	Last Business Day Preceding an Interest Payment Date

4. **Conversion Option.** On any Interest Payment Date, the Borrower shall have the option (the “Conversion Option”) to direct a change in the type of Rate Period to another type of Rate Period by delivering to the Trustee written instructions setting forth (i) the new Rate Period, (ii) the Interest Payment Date on which the new Rate Period will take effect, (iii) if the new Rate Period is a Short-Term Period or Medium-Term Period, the duration of the initial Short-Term Period or Medium-Term Period, and (iv) if the new Rate Period is an Index Period, the Index Period Mandatory Tender Date for such Index Period.

No Conversion shall take effect unless, the Administrator, on behalf of the Authority, has provided the Trustee with the following: (i) a Favorable Opinion of Bond Counsel, if applicable, dated the Conversion Date, (ii) a Standby Bond Purchase Agreement meeting the requirements of Section 9.01 of the Indenture, if a Standby Bond Purchase Agreement is required with respect to such Series of Bonds, or unless the Conversion is to a Fixed Period or to a Medium-Term Period that ends on the Stated Maturity of such Series of Bonds, (iii) if the amount of interest coverage provided by the Standby Bond Purchase Agreement with respect to such Series of Bonds is not equal to or greater than an amount necessary to cover interest on such Series of Bonds at 15% per annum for a period of time equal to the number of days commencing on one Interest Payment Date to the day next preceding the following Interest Payment Date for such Rate Period plus five days or such other amount required (or permitted for the period from and including the dated date of such Series of Bonds to the day next preceding the First Interest Payment Date for such Series of Bonds as stipulated in the Supplemental Indenture for such Series of Bonds) by any Rating Agency providing any rating on such Series of Bonds, then an amendment to such Standby Bond Purchase Agreement requiring such interest coverage unless the Conversion is to a Fixed Period or to a Medium-Term Period that ends on the Stated Maturity of such Series of Bonds, and (iv) written confirmation from each Rating Agency providing a rating on such Series of Bonds that the rating will not be reduced or withdrawn.

5. **Method of Payment.** The principal and premium, if any, of the Bonds, and the purchase price due on any Tender Date for any Bonds shall be payable at the principal corporate trust office of the Trustee, as paying agent upon surrender of the Bonds at the Trustee's principal corporate trust office. Interest on the Bonds (other than Defaulted Interest) shall be payable by check drawn upon the Trustee and paid to the Persons in whose names the Bonds are registered on the Bond Register as of the close of business on the Record Date next preceding the relevant Interest Payment Date, provided on written request to the Trustee by any Person who is the registered owner of Bonds in a principal amount of \$1,000,000 or more received by the Trustee on or before fifteen days prior to such Record Date (which instructions shall remain in effect until revoked by subsequent written instructions), interest on such Bonds shall be payable by wire transfer of immediately available funds to an account at a bank located in the continental United States specified by the Person in whose name such Bonds are registered in the Bond Register. Any interest on any Bond which is payable but which is not punctually paid or duly provided for ("Defaulted Interest") shall cease being payable to the Person in whose name such Bond is registered at the close of business on the Record Date and instead shall be payable to the Person in whose name such Bond is registered in the Bond Register at the close of business on a Special Record Date selected by the Trustee and which shall be at least 10 days but not more than 30 days before the date selected by the Trustee for payment of such Defaulted Interest. The Trustee shall give notice by mail of the Special Record Date and date for payment of Defaulted Interest at least 10 days before the Special Record Date.

6. **Mandatory Tender for Purchase of Series 101-A-1 Bonds on Mandatory Tender Date.** The Series 101-A-1 Bonds shall be subject to mandatory tender by the Registered Owners thereof for purchase on any Mandatory Tender Date.

The Trustee shall deliver or mail by first class mail a notice in substantially the form required by the Indenture at least fifteen days prior to a proposed Conversion Date, stating that such proposed Conversion Date is a Mandatory Tender Date.

Any notice given by the Trustee as provided above shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives the notice. Failure to mail any such notice, or the mailing of defective notice, to any Registered Owner, shall not affect the proceeding for purchase as to any Registered Owner to whom proper notice is mailed.

7. **Optional Redemption by the Borrower.** The Bonds shall be subject to redemption by the Authority at the option of a Borrower, in whole or in part, on any Interest Payment Date, less than all of such Bonds to be selected by lot or in such other manner as the Trustee shall determine, at the principal amount thereof plus accrued interest to the Redemption Date.

The Trustee shall cause notice of the call for redemption identifying the Bonds to be redeemed to be sent during any Index Period not less than 15 days nor more than 30 days prior to the redemption date by first-class mail postage prepaid to the Holder hereof to be redeemed at his address as it appears on the registration books of the Trustee. Failure to give any such notice shall not affect the validity of any proceedings for the redemption of any Bonds with respect to which no such failure has occurred. Any notice mailed as provided herein shall conclusively be presumed to have been given whether or not actually received by the Holder. All Bonds called

for redemption shall cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment on the date fixed for redemption.

8. **Mandatory Sinking Fund Redemption.** The Bonds are subject to mandatory sinking fund redemption as set forth in the Original Supplemental Indenture. Unremarketed Bonds (as defined in the Supplemental Indenture) shall be subject to mandatory sinking fund redemption as set forth in the Supplemental Indenture and the Index Rate Agreement.

9. **Denominations; Transfer; Exchange.** The Bonds are in registered form without coupons in \$100,000 minimum denomination, with \$5,000 increments in excess thereof. A holder may transfer or exchange Bonds in accordance with the Indenture. The Trustee may require a holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes and fees required by law or permitted by the Indenture. Except in connection with Bonds tendered for purchase, the Trustee will not be required to transfer or exchange any Bond which has been called for redemption (except the unredeemed portion of any Bond being redeemed in part) or during the period beginning 15 days before the mailing of notice calling the Bonds or any portion of the Bonds for redemption and ending on the redemption date.

10. **Persons Deemed Owners.** Except as otherwise specifically provided herein and in the Indenture with respect to rights of Participants and beneficial owners when a Book-Entry System is in effect, the registered holder of this Series 101-A-1 Bond shall be treated as the owner of it for all purposes.

11. **Discharge Before Redemption or Maturity.** If the Borrower deposits with the Trustee money or securities as described in, and in accordance with the provisions of, the Indenture sufficient to pay at redemption or maturity principal of and interest on the outstanding Series 101-A-1 Bonds, and if the Borrower also pays all other sums then payable by the Borrower under the Indenture, the lien of the Indenture will be discharged. After discharge, Bondholders must look only to the deposited money and securities for payment.

12. **Amendment, Supplement, Waiver.** Subject to certain exceptions, the Indenture, the Loan Agreement or the Series 101-A-1 Bonds may be amended or supplemented, and any past default may be waived, with the consent of the holders of a majority in principal amount of the Series 101-A-1 Bonds then outstanding. Any such consent shall be irrevocable and shall bind any subsequent owner of this Series 101-A-1 Bond or any Series 101-A-1 Bond delivered in substitution for this Series 101-A-1 Bond. Without the consent of any Bondholder, the Authority may amend or supplement the Indenture, the Loan Agreement or the Series 101-A-1 Bonds as described in the Indenture.

13. **Defaults and Remedies.** The Indenture provides that the occurrences of certain events constitute Events of Default. If an Event of Default occurs and is continuing, the Trustee shall have the power to proceed with any right or remedy provided in the Indenture. An Event of Default and its consequences may be waived as provided in the Indenture. Bondholders may not enforce the Indenture or the Series 101-A-1 Bonds except as provided in the Indenture. Except as specifically provided in the Indenture, the Trustee may refuse to enforce the Indenture or the Series 101-A-1 Bonds unless it receives indemnity satisfactory to it. Subject to certain

limitations, holders of not less than 50% in principal amount of the Series 101-A-1 Bonds then outstanding may direct the Trustee in its exercise of any trust or power.

14. **No Recourse Against Others.** No recourse shall be had for the payment of the principal, purchase price, or redemption price of, or interest on, this Series 101-A-1 Bond, or for any claim based hereon or on the Indenture, against any member, officer or employee, past, present or future, of the Authority or of any successor body, as such, either directly or through the Authority or any such successor body under any constitutional provision, statute or rule of law or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise. Each Bondholder by accepting a Series 101-A-1 Bond waives and releases all such liability. The waiver and release are part of the consideration for the issue of the Series 101-A-1 Bond.

15. **Authentication.** This Series 101-A-1 Bond shall not be valid until the Registrar signs the certificate of authentication on the other side of this Series 101-A-1 Bond.

16. **Abbreviations.** Customary abbreviations may be used in the name of a Bondholder or an assignee, such as TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), U/G/M/A (= Uniform Gifts to Minors Act), and U/T/M/A (= Uniform Transfers to Minors Act).

17. **Consent to Indenture Provisions.** Reference to the Indenture is hereby made for a more complete description of the funds and accounts created thereunder, the nature and extent of the security, rights, duties and obligations of the Authority and the Trustee, the terms and conditions under and upon the occurrence of which the Indenture and the Loan Agreement may be modified, and the terms and conditions under and upon the occurrence of which the lien of the Indenture may be defeased as to this Series 101-A-1 Bond prior to the maturity or redemption date hereof and the rights of the Owners of the Series 101-A-1 Bonds, to all of the provisions of which the holder hereof, by acceptance of this Series 101-A-1 Bond, assents. All capitalized terms used, but not otherwise defined, herein shall have the meanings given in the Indenture.

IN WITNESS WHEREOF, the Authority has caused this Series 101-A-1 Bond to be executed in its name by the manual signature of its Vice-Chairman and its corporate seal thereof to be imprinted hereon and attested by the manual signature of its Secretary-Treasurer.

ATTEST:

THE PUBLIC BUILDING AUTHORITY
OF THE CITY OF FRANKLIN, TENNESSEE

Secretary-Treasurer

By: _____
Vice-Chairman

(SEAL)

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Series 101-A-1 Bond is one of the Series 101-A-1 Bonds described in the within mentioned Indenture.

DATE OF AUTHENTICATION

REGIONS BANK,
as Trustee

_____, ____

BY: _____
Authorized Signatory

EXHIBIT B

FORM OF SERIES 101-A-1 LOAN AGREEMENT

13554764.2

Resolution 2014-66

A RESOLUTION APPROVING THE (A) AMENDMENT AND RESTATEMENT OF THE CITY OF FRANKLIN'S SERIES 101-A-1 LOAN AGREEMENT WITH THE PUBLIC BUILDING AUTHORITY OF THE CITY OF FRANKLIN, TENNESSEE (B) DIRECTING THE CONVERSION OF THE INTEREST RATE ON THE RELATED LOCAL GOVERNMENT PUBLIC IMPROVEMENT BONDS, SERIES 101-A-1 TO AN INDEX RATE; (C) AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENTS IN CONNECTION THEREWITH; AND (D) AUTHORIZING THE NOVATION OF AN INTEREST RATE SWAP AGREEMENT RELATING TO THE SERIES 101-A-1 BONDS AND LOAN AGREEMENT AND THE EXECUTION AND DELIVERY OF ALL DOCUMENTS RELATING TO SUCH NOVATED SWAP AGREEMENT

WHEREAS, the City of Franklin, Tennessee (the "City") has heretofore entered into the Series 101-A-1 Loan Agreement, dated as of January 1, 2007 (the "Series 101-A-1 Loan Agreement") with The Public Building Authority of the City of Franklin, Tennessee (the "Authority"); and

WHEREAS, in order to fund the Series 101-A-1 Loan Agreement, the Authority issued its Local Government Public Improvement Bonds, Series 101-A-1, dated January 25, 2007 (the "Series 101-A-1 Bonds") bearing interest at the Daily Rate (as such term is defined in the Series 101-A-1 Loan Agreement) pursuant to an Indenture of Trust, dated as of January 1, 2007 (the "Original Indenture"), as supplemented by a Series 101-A-1 Supplemental Indenture of Trust, dated as of January 1, 2007 (the "Series 101-A-1 Supplemental Indenture" and collectively with the Original Indenture, the "Series 101-A-1 Indenture"), each among the Authority and Regions Bank, as trustee (the "Trustee") with liquidity provided by a Standby Bond Purchase Agreement among the Authority, the Trustee and Depfa Bank PLC, New York Branch ("Depfa"), dated January 25, 2007 (the "Standby Agreement"), with the Series 101-A-1 Bonds remarketed by Raymond James and Associates, Inc., as successor to Morgan Keegan & Company, Inc., (the "Series 101-A-1 Remarketing Agent") pursuant to a Remarketing Agreement, dated as of January 1, 2007 (the "Series 101-A-1 Remarketing Agreement"); and

WHEREAS, in connection with the issuance of the Series 101-A-1 Bonds, the Authority, at the direction of the City, entered into an interest rate swap agreement with Depfa, consisting of an ISDA Master Agreement, Confirmation, Schedule, and Credit Support Annex, dated February 16, 2007 (collectively, the “Interest Agreement”) for the notional amount of the Series 101-A-1 Bonds continuing for the term of the Series 101-A-1 Bonds providing for the Authority to pay a fixed rate of interest and Depfa to pay a variable rate of interest, which Interest Agreement was in compliance with the relevant statutes and guidelines of the State of Tennessee, as reported on by the Director of State and Local Finance; and

WHEREAS, the City has been notified that Depfa is in the process of winding down and portions of its portfolio were acquired by FMS Wertmanagement (“FMSW”), an entity owned by the government of Germany; and

WHEREAS, upon consultation with its financial advisor, the City has determined that it is prudent and cost-effective to convert the Series 101-A-1 Bonds to an Index Rate so that no liquidity is necessary to support the Series 101-A-1 Bonds; and

WHEREAS, in consultation with its swap advisor, PFM Swap Advisors LLC, the City has determined that it is prudent and cost-effective to the City for the Authority enter into a novation (collectively, the “Novation Agreement”) with FMSW in which FMSW will become the counterparty under the Interest Agreement in lieu of Depfa which novation has been favorably reported on by the Director of State and Local Finance, a copy of said report being attached hereto as Exhibit A; and

WHEREAS, the City desires to (i) amend and restate the Series 101-A-1 Loan Agreement in substantially the form now before this meeting (the “Amended and Restated Series 101-A-1 Loan Agreement”) to permit the conversion of the Series 101-A-1 Bonds to an Index Rate (as defined in the Second Supplemental Indenture presented to the meeting), (ii) request the Authority to amend the Series 101-A-1 Indenture to provide for a conversion of the Series 101-A-1 Bonds to an index rate period (“Index Period”) during which time the Series 101-A-1 Bonds will bear interest at the Index

Rate, which will permit the Series 101-A-1 Bonds to be sold directly to financial institutions or other entities willing to purchase Series 101-A-1 Bonds in an Index Period, and (iii) request the Authority to amend the Original Indenture to make certain technical corrections to provide greater flexibility to the City and to reduce costs; and

WHEREAS, upon the conversion of the Series 101-A-1 Bonds to the Index Rate, the Series 101-A-1 Bonds will be sold to PNC Bank National Association, or an affiliate thereof, (the "Purchaser") in the Index Period and in connection therewith, the City will enter into an Index Rate Agreement (the "Series 101-A-1 Index Rate Agreement") in substantially the form now before this meeting and the Standby Agreement will be terminated; and

WHEREAS, it is hereby determined by the Board of Mayor and Aldermen (the "Governing Body") to be in the best interest of the City to: (i) authorize the amendment and restatement of the Series 101-A-1 Loan Agreement and request that the Authority, the Trustee and any other required parties consent to the Amended and Restated Loan Agreement to permit the conversion of the Series 101-A-1 Bonds to the Index Rate; (ii) request that the Authority, the Trustee, and any other required parties approve and consent to amendments to the Original Indenture and the Series 101-A-1 Indenture by approving the Second Supplemental Indenture to provide for an Index Period and to provide for greater flexibility to the City and to the Authority and to reduce costs, (iii) request the Authority to amend or terminate of any related documents no longer necessary; (iv) approve the execution and delivery of the Index Rate Agreement; (iv) direct the Authority, upon receipt of all requisite consents, to convert the Rate Period on the Series 101-A-1 Bonds from the Daily Rate to the Index Rate and terminate the Standby Agreement upon the successful conversion; and (v) pay costs incident to the amendments described above and the conversion of the Series 101-A-1 Bonds to the Index Rate; and

WHEREAS, for the purposes recited above, the Governing Body of the City adopts this Resolution.

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

Section 1. Approval of Amendment and Restatement of the Series 101-A-1 Loan Agreement. The form, terms and provisions of the Amended and Restated Series 101-A-1 Loan Agreement now before this meeting are hereby approved. The Amended and Restated Series 101-A-1 Loan Agreement is to be in substantially the form now before this meeting and is hereby approved with such changes therein as shall be approved by the Mayor, City Administrator/Recorder, and the Assistant City Administrator/CFO, the execution thereof by the Mayor and the City Administrator/Recorder to constitute conclusive evidence of the approval of any and all changes or revisions therein. The Mayor and City Administrator/Recorder are hereby authorized, empowered and directed to execute and deliver the Amended and Restated Loan Agreement in the name and on behalf of the City. From and after the execution and delivery of the Amended and Restated Loan Agreement, the Mayor, the City Administrator/Recorder, and the Assistant City Administrator/CFO are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Amended and Restated Loan Agreement as executed. The Authority is hereby requested to execute and deliver the Amended and Restated Loan Agreement in the form approved by the City.

Section 2. Request the Authority to Approve the Second Supplemental Indenture Amending the Original Indenture and the Series 101-A-1 Indenture. The Governing Body hereby requests that the Authority and the Trustee and any other required parties approve and consent to the Second Supplemental Indenture in substantially the form presented to this meeting amending the Original Indenture and the Series 101-A-1 Indenture and such other documents necessary to (i) effect amendments to provide for an Index Period for the Series 101-A-1 Bonds, all of which shall contain terms and provisions consistent with the Index Rate Agreement, (ii) effect amendments to provide greater flexibility and reduced costs to the City under the Original Indenture and the Series 101-A-1

Indenture (which are not a precondition to the conversion), and (iii) effect the Novation Agreement. The Authority, at the direction of the Assistant City Administrator/CFO, is requested to terminate any unnecessary related agreements resulting from the conversion and the amendments.

Section 3. Certain Terms of the Bonds in the Index Period.

(a) The Mayor is hereby authorized to direct the Authority to convert the Series 101-A-1 Bonds to the Index Period and to sell or direct the sale of the Series 101-A-1 Bonds to the Purchaser.

(b) The Series 101-A-1 Bonds and the Amended and Restated Series 101-A-1 Loan Agreement will bear interest at the Index Rate, which during the initial Index Period will be a variable rate to be established on a monthly basis based upon a percentage of not more than 70% of LIBOR (as defined in the Second Supplemental Indenture), plus not to exceed 45 basis points. The Index Rate may be increased to the maximum rate permitted by applicable law in the event of default by the City under the Amended and Restated Series 101-A-1 Loan Agreement or the Index Rate Agreement. The Series 101-A-1 Bonds will be subject to redemption as provided in the Series 101-A-1 Indenture. At the conclusion of the five year period following the initial purchase by the Index Purchaser of the Series 101-A-1 Bonds, the Index Purchaser is required to tender the Series 101-A-1 Bonds back to the Trustee for remarketing in a different interest rate period or purchased by an Index Purchaser in a new subsequent Index Period. If the Series 101-A-1 Bonds are not remarketed or sold to another purchaser or redeemed by the City by payment in full, then the Series 101-A-1 Bonds and the Amended and Restated Series 101-A-1 Loan Agreement will be in default.

Section 4. Approval of the Index Rate Agreement. The form, terms and provisions of the Index Rate Agreement now before this meeting are hereby approved. The Index Rate Agreement is to be in substantially and materially the form now before this meeting and is hereby approved with such changes therein as shall be approved by the Mayor, City Administrator/Recorder, and the Assistant City Administrator/CFO, the execution thereof by the Mayor and the City

Administrator/Recorder to constitute conclusive evidence of the approval of any and all changes or revisions therein. The Mayor and City Administrator/Recorder are hereby authorized, empowered and directed to execute and deliver the Index Rate Agreement in the name and on behalf of the City. From and after the execution and delivery of the Index Rate Agreement, the Mayor, the City Administrator/Recorder, and the Assistant City Administrator/CFO are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Index Rate Agreement as executed.

Section 5. Approval of Conversion of Series 101-A-1 Bonds and Request To Terminate the Standby Agreement. The Series 101-A-1 Bonds which funded the Series 101-A-1 Loan Agreement currently bear interest at the Daily Rate as defined in the Series 101-A-1 Loan Agreement. For the reasons stated in the recitals, the Governing Body hereby authorizes the Mayor to elect to direct a conversion of the Rate Period on the Series 101-A-1 Bonds, and thus the Amended and Restated Series 101-A-1 Loan Agreement, from the Daily Rate to the Index Rate. The City hereby requests the Authority to terminate the Standby Agreement upon the conversion of the Series 101-A-1 Bonds to the Index Rate in accordance with the terms thereof and of the Series 101-A-1 Indenture.

The conversion of the interest rate period shall occur through the sale of the Series 101-A-1 Bonds to the Purchaser in the Index Period. The conversion of the Series 101-A-1 Bonds to the Index Rate shall be effective only upon execution and delivery of the Series 101-A-1 Index Rate Agreement, the Amended and Restated Series 101-A-1 Loan Agreement and the Second Supplemental Indenture, and receipt of all requisite consents, and delivery of such other documents necessary to implement the conversion.

The Mayor and the City Administrator/Recorder are hereby authorized to give notice to the Trustee of the City's direction that the Rate Period on the Series 101-A-1 Bonds be converted from the Daily Rate to the Index Rate in accordance with provisions hereof. The Mayor is also authorized to rescind such conversion notice as provided in the Amended and Restated Series 101-A-1 Loan

Agreement, if in his discretion, such conversion does not achieve the objectives of the City as stated in this Resolution. The City acknowledges that the Bank has not entered into a binding commitment to purchase the remarketed Series 101-A-1 Bonds as of the date hereof.

Section 6. Request to the Authority for Approval of the Novation Agreement. The Governing Body hereby requests that the Authority and any other required parties approve and consent to the Novation Agreement in substantially the forms presented to this meeting and such other documents necessary to effect the transfer of the Interest Agreement to FMSW.

Section 7. Additional Authorizations. All acts and doings of the Mayor, the City Administrator/Recorder, the Assistant City Administrator/CFO, the City Attorney, and any other representative or officer of the City which are in conformity with the purposes and intent of this Resolution and in furtherance of the amendments, the conversion, and the novation as set forth herein shall be and the same hereby are in all respects, approved and confirmed. The engagement of Bass, Berry & Sims PLC as bond counsel to the City in connection with the actions authorized herein is hereby approved.

Section 8. Separability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 9. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed and this Resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 11th day of November, 2014.

/s/ _____
Mayor

ATTEST:

/s/ _____
City Administrator/Recorder

CERTIFICATE OF CITY ADMINISTRATOR/RECORDER

I, Eric Stuckey, certify that I am the duly qualified and acting City Administrator/Recorder of the City of Franklin, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the City held on November 11, 2014; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the amendment, restatement and conversion of the Series 101-A-1 Loan Agreement.

WITNESS my official signature and seal of said City on this the __ day of _____, 2014.

/s/ _____
City Administrator/Recorder

(SEAL)

EXHIBIT A

REPORT OF DIRECTOR OF STATE AND LOCAL FINANCE



**STATE OF TENNESSEE
COMPTROLLER OF THE TREASURY
OFFICE OF STATE AND LOCAL FINANCE
SUITE 1600 JAMES K. POLK STATE OFFICE BUILDING
505 DEADERICK STREET
NASHVILLE, TENNESSEE 37243-1402
PHONE (615) 401-7872
FAX (615) 741-5986**

September 29, 2014

Honorable Board of Mayor
and Aldermen of the City of Franklin
109 Third Avenue South
Franklin, TN 37064

Dear Mayor Moore and Aldermen:

This Office received a request on September 10, 2014, from the City of Franklin (the "City") to determine if the novation of the current counterparty in the original interest rate swap agreement (the "SWAP Agreement") for the Series 101-A-1 Loan Agreement, dated January 1, 2007 (the "Loan"), associated with the City's variable interest rate Public Building Authority Local Government Public Improvement Bonds, Series 101-A-1A (the "PBA Bonds") requires a Report of Compliance under the State Funding Board's Guidelines for Interest Rate and Forward Purchase Agreements (the "Guidelines"), effective November 1, 2009 (the "2009 Guidelines"), or if the transaction does not change and remains under the 2002 Guidelines. To continue under the 2002 Guidelines, the City must ensure that it meets all the requirements of those Guidelines including monitoring and financial reporting compliant with Generally Accepted Accounting Principles.

History of the City's SWAP Agreement

The City entered into a swap with Depfa Bank PLC (Depfa) in March 2007 to hedge its exposure to variable interest rate fluctuations associated with the Loan. The swap was originally structured with the City paying a fixed interest rate to a counterparty and in return receiving a percent of an index—one-month LIBOR. This structure closely matched the underlying interest rate of the Loan. Subsequently in December 2008, the City changed the variable index leg of the transaction from a percentage of one-month LIBOR to a percentage of five-year LIBOR (calculated on a constant maturity basis).

Depfa serves as the liquidity provider for the underlying PBA Bonds in its capacity as a Standby Bond Purchase Agreement (the "SBPA") provider. The SBPA expires on June 1, 2019. Depfa had been downgraded to Baa3/BBB/BBB+ during the recent financial crisis. The German government has decided to transfer the ownership of Depfa to the government-owned FMSW (AAA-rated) during the latter part of 2014. This would include the SBPA and current SWAP Agreement.

Proposed Transaction

The City's Financial Advisor, Public Financial Management, Inc. ("PFM") determined through its research and inquiry of several investment banks that the transfer to FMSW of the SBPA could result in increased interest rates on the PBA Bonds because of concerns regarding the ability to remarket bonds with a FMSW

September 29, 2014
Letter to the City of Franklin

SBPA. The City has decided to replace Depfa as its current SBPA provider with a better know alternate provider. In conjunction with this, the City wishes to replace Depfa as the counterparty to its SWAP Agreement. The City has engaged PFM Swap Advisors LLC as it independent Swap Advisor.

Considerations

The City and its Board, with the help of its Swap Advisor and Financial Advisor, should evaluate all of the risks associated with the proposed novation and determine if it is in best interests of the City.

Determination

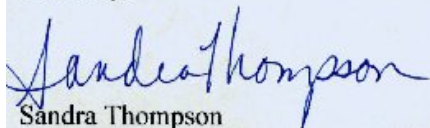
The only term in the SWAP Agreement that will be changed is the counterparty. No other terms of the SWAP Agreement are to be changed. It essentially remains the same. Changing the counterparty does not impact the hedge effectiveness of the transaction.

It is the determination of this office that the City's SWAP Agreement will remain compliant under the 2002 Guidelines if the counterparty is novated. No approval under the 2009 Guidelines is needed to complete the novation.

If the City makes any additional changes to the SWAP Agreement other than a novation of the counterparty including refunding of the underlying debt, the City will need to request a report of compliance under the 2009 Guidelines to continue the current SWAP Agreement

Please notify this Office with the City's decision with regard to this transaction.

Sincerely,



Sandra Thompson
Director of the Office of State and Local Finance

Cc: Mr. Jim Arnette, Director of Local Government Audit, COT
Mr. Russ Truell, CFO, City of Franklin

MEMORANDUM

September 15, 2014

TO: Board of Mayor and Aldermen

FROM: Eric S. Stuckey, City Administrator 
Russ Truell, Assistant City Administrator

SUBJECT: Discussion of Replacement for Depfa Bank as Standby Credit Provider

Purpose

The purpose of this agenda item is to keep the Board aware of the process of replacing Depfa Bank as the credit provider for the 2007 Building Authority bond issue.

Background

The Board of Mayor and Aldermen has been presented a series of options regarding the 2007 bond issue. The pending demise of Depfa Bank, announced in May by its ownership, creates a circumstance that requires the City to replace Depfa as credit provider or consider refunding the entire issue.

On behalf of the City, Public Financial Management (PFM) has conducted a procurement process in which financial institutions were allowed to make proposals to substitute for Depfa Bank. After a detailed review of the proposals, PFM is recommending that we consider the proposal from PNC Bank in one of two forms. One form of their proposal offers a Standby Credit Facility, a direct substitution for Depfa, for a three-year period. A second form of their proposal provides, at a slightly higher interest rate, a direct purchase agreement for a period of five years. In the direct purchase arrangement, PNC would buy the bonds for their own account during the term of the agreement. Outright refunding of the issue has been eliminated as a possibility, due to the economics of the interest rate swap.

The next step in the process for replacing Depfa would be for the Board to adopt a resolution at its next meeting, with a closing to follow immediately following approval by the Board. Our bond attorney is drafting the resolution and will have it prepared for review by all parties by September 29.

Financial Impact

It is the opinion of PFM and City staff that, with the exception of transaction costs (legal, financial advisory, etc.), there will be little impact on debt service from the transaction.

Options

Because the term of the direct purchase arrangement is longer and allows transaction costs to be spread over a longer timeframe, and because bank purchase of the bonds gives additional protection from any potential ratings downgrade that might affect remarketing of the bonds under a Standby Credit agreement, the five-year direct purchase option is recommended.

Recommendation

Staff recommends approval of the pending resolution for the Five-Year Direct Purchase agreement with PNC Bank.



Public Financial Management, Inc.
PFM Asset Management LLC
PFM Advisors

530 Oak Court Drive
Memphis, TN
38117-3722

901 682-8356
901 682-8386 fax
www.pfm.com

September 11, 2014

Mr. Russell Truell, CFO
City of Franklin
109 Third Avenue South, Suite 111
Franklin, TN 37064

Dear Mr. Truell:

Public Financial Management, Inc. ("PFM"), as Financial Advisor, recently assisted the City of Franklin ("City") with a Request for Proposals ("RFP") process for a liquidity replacement associated with the City's Series 101-A-1 Bonds. It is our pleasure to present this letter summarizing the RFP process and PFM's recommendation to the City.

On August 6, 2014, on behalf of the City, PFM sent out to qualified firms a Request for Proposals (RFP) for replacement of a Standby Bond Purchase Agreement. The RFP was sent to sixteen (16) firms.

#	Firm	Contact	Email
1	Bank of America Merrill Lynch	Tom Boyd	thomas.boyd@bamf.com
2	Bank of Tokyo-Mitsubishi UFJ, Ltd.	Nick Boyle	nboyle@us.mufg.jp
3	BB&T	Craig Bechtel	cbechtel@BBandT.com
		John Harris	John.Harris@BBandT.com
	BMO	Peter Stettler	peter.stettler@bmo.com
4		Lyle McCoy	lyle.mccoy@bmo.com
5	BNY Mellon	Diana Castañeda	Diana.Castaneda@bnymellon.com
6	Citi	Sara Zare	sara.zare@citi.com
		T. Davenport	tdavenport@comerica.com
7	Comerica	J. Selbach	jselbach@comerica.com
8	JPMorgan	Rob Porter	robert.c.porter@jpmorgan.com
9	Mizuho	Bran. A. Raskovic	bran.raskovic@mizuhocbus.com
		James E. Cubbon	james.cubbon@mizuhocbus.com
	MTB	G. Brunner	gbrunner@mtb.com
10		L. Eremita	leremita@mtb.com
11	PNC	Jack Sweeney	john.sweeney@pnc.com
12	Raymond James	Rick Dulaney	Richard.Dulaney@RaymondJames.com
13	State Street	Alison Doherty	adoherty@statestreet.com
14	Sumitomo Mitsui Banking Corporation	Kin Wong	KWong@smbc-lf.com
15	US Bank	Cameron Parker	cameron.parker@usbank.com
16	Wells Fargo	Ellie Sternberg	ellie.sternberg@wellsfargo.com

The deadline for firms to respond to the RFP was August 20, 2014. On August 20, 2014, PFM received five (5) proposals. Although most proposals were solely for Standby Bond Purchase Agreements, a number of firms additionally submitted proposals for Direct Purchase options to the City.

Because of inclusion of a Direct Purchase, the City and PFM decided to amend the original RFP and request from firms Proposals for Direct Purchase options as well. The Amendment to the RFP was sent to all the firms that responded to the original RFP and active Direct Purchase providers on September 3, 2014 allowing firms to respond by September 8, 2014. By September 8, 2014, five (5) additional firms responded to the Amended RFP for Direct Purchase.

PFM has reviewed the economics associated with all ten (10) proposals with the City and narrowed down the options to PNC and BB&T. PFM then completed a more detailed review of each of these proposals and recommends either PNC's three (3) year Standby Bond Purchase Agreement or PNC's five (5) year Direct Purchase option to the City. PFM's recommendation is based on the most economical option for the City.

We appreciate the opportunity to serve the City and look forward to moving forward with the City on this financing.

Sincerely,

PUBLIC FINANCIAL MANAGEMENT, INC.

A handwritten signature in cursive script that reads "Lauren S. Lowe".

Lauren S. Lowe
Director

Contract 2014-0271

INDEX RATE AGREEMENT

between

CITY OF FRANKLIN, TENNESSEE

and

PNC BANK, N.A., as Purchaser

dated as of

November 1, 2014

relating to

\$20,000,000

**THE PUBLIC BUILDING AUTHORITY OF THE CITY OF FRANKLIN, TENNESSEE
LOCAL GOVERNMENT PUBLIC IMPROVEMENT BOND,
SERIES 101-A-1**

INDEX RATE AGREEMENT

THIS INDEX RATE AGREEMENT (the "Agreement") is entered into as of November 1, 2014 by and between the CITY OF FRANKLIN, TENNESSEE, a Tennessee municipal corporation (the "Borrower") and PNC BANK, N.A., a national banking association (the "Bank").

WHEREAS, The Public Building Authority of the City of Franklin, Tennessee (the "Authority") has agreed to issue its Local Government Public Improvement Bonds, Series 101-A-1 (the "Series 101-A-1 Bonds") in the aggregate principal amount of \$20,000,000 for the benefit of the Borrower; and

WHEREAS, the Series 101-A-1 Bonds are being issued pursuant to an Indenture of Trust dated as of January 1, 2007, as previously supplemented by a Series 101-A-1 Supplemental Indenture of Trust dated January 1, 2007 (the "Master Indenture"), as supplemented by the Series 101-A-1 Second Supplemental Indenture of Trust, dated as of November 1, 2014 (the "Series 101-A-1 Second Supplemental Indenture," and together with the Master Indenture, the "Indenture") by and between the Authority and Regions Bank, an Alabama banking corporation, as Trustee (including any successor trustee thereunder, the "Trustee"), and the Authority has agreed to lend the proceeds thereof (the "Loan") to the Borrower upon the terms and conditions of an Amended and Restated Loan Agreement (Series 101-A-1) dated as of November 1, 2014 (such Loan Agreement as supplemented or amended from time to time being referred to herein as the "Loan Agreement") for the purpose of refinancing outstanding obligations of the Borrower; and

WHEREAS, the Borrower has agreed in the Loan Agreement to pay the principal and purchase price of and interest on the Loan, the Series 101-A-1 Bonds and all other payments required by the Indenture and the Loan Agreement to be paid by the Borrower to the Authority, the Trustee and others, when and as the same shall become due and payable (together, the "Loan Repayments"), and the Loan Agreement has been assigned by the Authority to the Trustee as security for the Series 101-A-1 Bonds; and

WHEREAS, the Bank has agreed to purchase the Series 101-A-1 Bonds, and as a condition to such purchase, the Bank has required that the Borrower enter into this Agreement regarding the issuance of Series 101-A-1 Bonds and the execution of the Loan Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Bank to purchase the Series 101-A-1 Bonds, the Borrower hereby agrees as follows:

ARTICLE I. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Bank as of this date as follows:

Section 1.1 Existence. The Borrower is a municipal corporation within the meaning of Chapter 10, Title 12, Tennessee Code Annotated (the "Act"), duly created and existing under the laws of the State of Tennessee and possessing general powers of taxation, including the power to

levy ad valorem taxes, and has full legal right, power and authority (i) to conduct its business and own its properties, (ii) to enter into this Agreement and the Loan Agreement, and (iii) to carry out and consummate all other transactions contemplated by this Agreement and the Loan Agreement.

Section 1.2 Authorization and Validity. With respect to the authorization, execution and delivery of this Agreement, the Borrower has complied and will comply with all applicable laws of the State of Tennessee. The Borrower has duly approved the execution and delivery of this Agreement and has authorized the taking of any and all action as may be required on the part of the Borrower to carry out, give effect to and consummate the transactions contemplated by this Agreement. This Agreement constitutes a legal, valid and binding obligation of the Borrower enforceable in accordance with its terms.

Section 1.3 No Changes in Financial Condition. Since [June 30, 2014,] there has been no material change in the condition, financial or otherwise, operations, properties, assets or prospects of the Borrower.

Section 1.4 Material Litigation. There is no action, suit, proceedings, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Borrower, threatened against the Borrower, nor is there any basis therefor, (i) affecting the creation, organization or existence of the Borrower or the title of its officers to their respective offices, (ii) seeking to prohibit, restrain or enjoin the execution or delivery of this Agreement or the Loan Agreement, (iii) in any way contesting or affecting the validity or enforceability of this Agreement, the Loan Agreement or any agreement or instrument relating to any of the foregoing or used or contemplated for use in the consummation of the transactions contemplated by any of the foregoing, or (iv) materially adversely affecting the Borrower's financial condition or its obligations to make payments under this Agreement or the Loan Agreement.

Section 1.5 Compliance with Laws and Contracts. The Borrower is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State of Tennessee or the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its properties is bound, and no event has occurred which with the passage of time, the giving of notice or both would constitute such a breach or default; and the execution and delivery of this Agreement and the Loan Agreement and compliance with the respective provisions thereof will not conflict with or constitute a breach of or default under any applicable law or administrative regulation of the State of Tennessee or of the United States of America or any applicable judgment or decree or any agreement or other instrument to which the Borrower is a party or by which it or any of its property is bound.

Section 1.6 Use of Projects; Cure. So long as any Series 101-A-1 Bonds are outstanding, the Borrower shall promptly cure any violations under all laws, ordinances, orders, rules, regulations and requirements of duly constituted public authorities, which are or shall become applicable to the Projects (as defined in the Loan Agreement), the repair and alteration thereof, and the use or manner of use of the Projects, whether or not such laws, ordinances, orders, rules, regulations and requirements are foreseen or unforeseen, ordinary or extraordinary,

and whether or not they shall involve any change or governmental policy or shall require structural or extraordinary repairs, alterations or additions, irrespective of the cost thereof.

Section 1.7 Use of Proceeds. The Borrower will not take or omit to take any action which action or omission will in any way cause the proceeds of the Loan to be applied in a manner contrary to that provided in this Agreement and the Loan Agreement. The Borrower has not taken or omitted to take, and will not take or omit to take, any action, and knows of no action that any other person, firm or corporation has taken or intends to take, which would cause interest on the Series 101-A-1 Bonds to be includable in the gross income of owners thereof for federal income tax purposes.

Section 1.8 Compliance with Terms and Requirements. The Borrower covenants and agrees to comply with the terms and requirements applicable to the Borrower in the Loan Agreement.

Section 1.9 Information True and Correct. All written information provided to the Bank in this Agreement or in any other document or instrument with respect to this Agreement or the Loan Agreement, was at the time provided, and is now, true, correct and complete, and such information does not omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 1.10 Rating Change. The Borrower covenants and agrees to immediately provide the Bank notice of any change in its rating by any Rating Agency (as defined in the Indenture).

ARTICLE II. PURCHASE OF BOND; CONDITIONS PRECEDENT

On the date hereof, the Borrower shall cause the Authority to issue the Series 101-A-1 Bonds as provided in the Series 101-A-1 Second Supplemental Indenture. This Agreement shall become effective, and the Bank will purchase the Series 101-A-1 Bonds on the date hereof from the Authority, provided that all of the following conditions are met:

Section 2.1 Opinion of Bond Counsel. There shall have been delivered to the Bank an opinion (or a signed copy of such opinion together with a satisfactory reliance letter) of Bass, Berry & Sims PLC, Bond Counsel, dated the date of issuance and in form and substance satisfactory to the Bank, to the effect that the Series 101-A-1 Bonds are legal, valid and binding obligations of the Authority and that as of the date of the conversion of the Series 101-A-1 Bonds to the Index Rate Period interest on the Series 101-A-1 Bonds is not includable in gross income for federal income tax purposes under existing statutes, regulations and rulings, and covering such other matters as the Bank may reasonably request.

Section 2.2 Opinion of Borrower Counsel. There shall have been delivered to the Bank a signed opinion of counsel to the Borrower addressed to the Bank with respect to the execution and delivery by the Borrower of this Agreement and the legality, validity, binding effect and enforceability thereof, which opinion shall be dated the date of this Agreement, in form and substance satisfactory to the Bank.

Section 2.3 Borrower Resolution. There shall have been delivered to the Bank the resolution (the “Borrower Resolution”) of the governing body of the Borrower authorizing this Agreement, the Loan Agreement and the transactions contemplated thereby.

Section 2.4 Authority Resolution. There shall have delivered to the Bank a copy, certified by a duly authorized officer of the Authority of the resolution of the governing body of the Authority approving the issuance of the Series 101-A-1 Bonds, the execution of the Loan Agreement and the Series 101-A-1 Second Supplemental Indenture.

Section 2.5 Other Documents. There shall have been delivered to the Bank the following: (a) the original, authenticated Series 101-A-1 Bond; (b) an executed copy of this Agreement; (c) an executed copy of the Loan Agreement; (d) an executed copy of the Series 101-A-1 Second Supplemental Indenture; and (e) such other information, documents, instruments, approvals (and if requested by the Bank, certified duplicates of executed copies thereof) or opinions as the Bank or its counsel may reasonably request.

Section 2.6 No Default. On the date of issuance of the Series 101-A-1 Bonds and the date hereof, there shall exist no default or event of default hereunder or under the Loan Agreement.

Section 2.7 Representations and Warranties. On the date of issuance of the Series 101-A-1 Bonds, all representations and warranties of the Borrower contained in the Loan Agreement or otherwise made in writing in connection herewith or with the Loan Agreement shall be true and correct with the same force and effect as though such representations and warranties had been made on and as of such date.

Section 2.8 General Obligations of Borrower. The Loan Agreement executed and delivered by the Authority and the Borrower will be, when executed and delivered, a general obligation of the Borrower supported by its full faith and credit, and the Borrower possesses general powers of taxation, including property taxation, which are pledged to the payment of the Borrower’s obligations under the Loan Agreement.

ARTICLE III. COVENANTS

The Borrower covenants that, during the term of this Agreement, it will perform and comply with each of the following covenants or cause the same to be performed or complied with on behalf of the Borrower.

Section 3.1 Compliance with Laws. To the extent necessary to maintain its power and authority to execute this Agreement, to perform its obligations hereunder, to execute and deliver the Loan Agreement and to perform its obligations thereunder, the Borrower will comply with all laws, rules and regulations, and with all final orders, writs, judgments, injunctions, decrees or awards to which it may be subject; provided that the Borrower may contest the validity or application thereof and appeal or otherwise seek relief therefrom, and exercise any and all of the rights and remedies which it may have with regard thereto.

Section 3.2 Insurance. The Borrower will maintain insurance of such type and in such amounts or in excess of such amounts as are customarily carried by, and insures against such risks as are customarily insured against by, entities of like type, size and character to the Borrower.

Section 3.3 Financial Statements. The Borrower shall keep, or cause to be kept, proper books of record and account in which full, true and correct entries will be made reflecting all financial transactions of the Borrower in accordance with generally accepted accounting principles, consistently applied, and will furnish to the Bank a copy of each of the following:

(a) annual audited financial statements of the Borrower for such fiscal year within 180 days of the Borrower's fiscal year end; provided, however, if such audited financial statements are not available within 180 days, the Borrower shall provide the Bank such audited financial statements within 30 days of their release by Borrower; and

(b) Such other information respecting the affairs, condition and/or operations, financial or otherwise, of the Borrower as the Bank may from time to time reasonably request.

As and to the extent that any financial statement or audit report described in Section 3.3(a) has been filed on a timely basis with any nationally recognized municipal securities information repository and the Borrower has provided written notice thereof to the Bank, the requirement of Section 3.3(a) with respect thereto shall be deemed satisfied.

Section 3.4 Payment of Obligations. The Borrower shall pay the indebtedness evidenced by the Loan Agreement securing the Series 101-A-1 Bonds according to the tenor thereof, and shall timely pay or perform, as the case may be, all of its other obligations to the Bank.

Section 3.5 Certain Notices. The Borrower will give the Bank prompt notice of any action, suit or proceeding known to it at law or in equity or by or before any governmental entity or other agency which, if adversely determined, would materially impair the ability of the Borrower to carry out its obligations under this Agreement or the Loan Agreement. To the extent the Borrower has knowledge of any such events, the Borrower shall promptly give written notice to the Bank of (a) any material dispute which may exist between the Authority, the Borrower or the Trustee, or any other material dispute in connection with any transaction contemplated under this Agreement, (b) any matter or event which may have a material adverse effect on the interests of the Bank under this Agreement or the Loan Agreement, (c) notice of the failure by the Trustee to perform any of its respective obligations under the Indenture, and (d) notice of any adoption by the Authority of any amendment, supplement or modification to the Indenture.

ARTICLE IV. EVENTS OF DEFAULT

Section 4.1 Events of Default. The following events shall be Events of Default hereunder unless waived by the Bank:

(a) the Borrower fails to pay, or cause to be paid, when due (i) any principal of or interest on the Loan Agreement or (ii) any other obligation owed to the Bank hereunder or

under the other bond documents to which the Borrower is a party and, with respect to this clause (a)(ii) only, such failure shall continue for five (5) days;

(b) the Borrower shall fail to observe or perform any other covenant or agreement (not set forth in (a) or (c) through (f) of this Section 4.1) contained in this Agreement or the Loan Agreement for 30 days after written notice thereof has been given to it;

(c) [either of Moody's or S&P shall have downgraded its long-term unenhanced rating of any indebtedness of the Borrower to which the full faith, credit and taxing power of the Borrower are pledged ("General Obligation Debt") to below "Baa3" (or its equivalent) or "BBB-" (or its equivalent), respectively, or suspended or withdrawn its rating of the same;]

(d) the Borrower shall commence a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall consent to any such relief or to the appointment of or taking possession by any such official in an involuntary case or other proceeding commenced against it, or shall make a general assignment for the benefit of creditors, or shall fail generally to pay its debts as they become due, or shall take any corporate action to authorize any of the foregoing;

(e) an involuntary case or other proceeding shall be commenced against Borrower seeking liquidation, reorganization or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, and such involuntary case or other proceeding shall remain undismissed and unstayed for a period of 60 days; or an order for relief shall be entered against Borrower under the federal bankruptcy laws as now or hereafter in effect; or

(f) (i) the Loan Agreement at any time for any reason ceases to be valid and binding on the Borrower in accordance with the terms (other than as a result or any redemption or prepayment in full) thereof or is declared to be invalid or null and void by a court or other governmental agency of appropriate jurisdiction, or the validity or enforceability thereof (or any of the payment terms thereof) is contested by any governmental agency or authority, or (ii) the validity or enforceability of the Loan Agreement with respect to any Series 101-A-1 Bonds is contested by the Borrower or the Borrower denies in writing that it has any or further liability or obligation under the Loan Agreement.

Provided, however, to the extent that any event described in (a), (b), (c) or (f) above has occurred such event shall constitute an Event of Default under this Agreement only to the extent and at the time that Bank, in its sole and absolute discretion, declares such event to constitute an Event of Default and gives notice to the Authority, the Borrower and the Administrator in writing that an Event of Default under this Section has occurred.

Section 4.2 Remedies.

(a) If an Event of Default occurs and is continuing, the Bank may, in its sole discretion, then, and in any such event, the Bank may, in its sole discretion, but shall not be obligated to exercise all of its rights and remedies under the Loan Agreement.

(b) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement and the Loan Agreement. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to exercise any remedy reserved to the Bank in this Agreement, the Loan Agreement or the Indenture it shall not be necessary to give any notice, other than such notice as may be herein expressly required. In the event any provision contained in this Agreement, the Loan Agreement or the Indenture should be breached by any party and thereafter duly waived by the other party so empowered to act, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification of this Agreement shall be established by conduct, custom or course of dealing, but solely by an instrument in writing duly executed by the parties thereunto duly authorized by this Agreement.

ARTICLE V. MISCELLANEOUS

Section 5.1 Amendments and Waivers. (a) No amendment or waiver of any provision of this Agreement nor consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be in writing and signed by the Bank accompanied, in the case of material amendments, by an opinion of Bond Counsel in form and substance satisfactory to Bank.

(b) In the event any agreement, covenant or condition contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 5.2 No Waiver: Remedies. No failure or delay by the Bank in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 5.3 Severability. Any provision of this Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

Section 5.4 Binding Effect; Successors and Assigns; Participations. This Agreement shall be binding upon and inure to the benefit of the Borrower, the Bank and their respective assigns, except that the Borrower shall not have the right to assign its rights hereunder or an interest herein without the prior written consent of the Bank.

Section 5.5 Survival of Representations and Warranties. All representations and warranties contained herein or made in writing by the Borrower in connection herewith shall survive the execution and delivery of this Agreement, regardless of any investigation made by the Bank or on its behalf.

Section 5.6 Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of Tennessee.

Section 5.7 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement or any other purpose.

Section 5.8 Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute but one and the same agreement.

Section 5.9 Waiver of Jury Trial. THE BORROWER, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND THE BANK HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED DOCUMENT TO WHICH IT IS A PARTY OR ANY INSTRUMENT OR DOCUMENT DELIVERED THEREUNDER.

Section 5.10 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including bank wire, telex, facsimile transmission or similar writing) and shall be given to such party, addressed to it, at its address, telephone number or telex number set forth below, or at such other address, telephone number or telex number as such party may hereafter specify for the purpose by notice to the other party. Each such notice, request or communication shall be effective when mailed or faxed, be effective when deposited in the mail or confirmed by fax, respectively. Notwithstanding the other provisions of this Section 5.10 the Bank may accept oral notices, provided that Bank shall incur no liability to the Borrower in acting on any such communication that the Bank believes in good faith to have been given by a person authorized to give such notice on behalf of the Borrower.

The Authority:

The Public Building Authority of the City of Franklin, Tennessee
109 Third Avenue South
Franklin, Tennessee 37064
Attention: Assistant City Administrator for
Finance and Administration/Chief Financial Officer

The Bank:

PNC Bank, N.A.
101 South Fifth Street
Louisville, Kentucky 40202
Attention: James Ritter, Assistant Vice President

The Borrower:

City of Franklin, Tennessee
109 Third Avenue South
Franklin, Tennessee 37064
Attention: City Administrator/Recorder

The Administrator

Farragut Building
530 South Gay Street, Suite 800
Knoxville, Tennessee 37902
Attention: Joseph K. Ayres

Section 5.11 No Oral Agreements. THIS AGREEMENT, TOGETHER WITH THE AGREEMENTS, DOCUMENTS AND INSTRUMENTS EXECUTED IN CONNECTION HERewith, REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

Section 5.12 Indemnification. To the extent permitted by applicable law, the Borrower will defend, indemnify and hold harmless the Bank of and from any and all liability, loss or damage which the Bank may incur by reason of this Agreement, and of and from any and all claims and demands whatsoever which may be asserted against the Bank by reason of any alleged obligation or undertaking to be performed or discharged by the Bank under this Agreement. To the extent permitted by applicable law, should the Bank incur any liability, loss or damage by reason of this Agreement, or in the defense of any claims or demands with respect thereto, the Borrower will immediately, upon the demand of the Bank, reimburse the Bank for the amount thereof, including all costs and expenses and reasonable attorneys' fees incurred by the Bank in connection therewith; provided, however, that nothing contained in this paragraph shall obligate the Borrower to indemnify the Bank against loss or damage occasioned by the Bank's own gross negligence or intentionally wrongful act.

Section 5.13 Continuous Obligations; Obligations Absolute. This Agreement is a continuing obligation and shall (a) be binding upon the Borrower, its respective permitted successors and permitted assigns, and (b) inure to the benefit of and be enforceable by the Bank and its successors, transferees and assigns; provided, the Borrower may not assign all or any part of this Agreement without the prior written consent of the Bank. The obligations of the Borrower under this Agreement shall be paid or performed strictly in conformance with the terms of this Agreement under all circumstances whatsoever, and shall be absolute, irrevocably, and unconditional.

Section 5.14 Costs, Expenses and Taxes. The Borrower agrees to pay on demand all reasonable out-of-pocket expenses of the Bank, including reasonable fees and disbursements of special counsel for the Bank, in connection with the preparation, execution and delivery of this Agreement, any related document, any waiver or consent hereunder or to the extent permitted by applicable law under any related document or any amendment hereof or of any related document or any Default or alleged Default hereunder, including those in connection with collection and other enforcement proceedings resulting therefrom. In addition, the Borrower agrees to pay any and all stamp and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing and recording of this Agreement and such other documents and agrees to save the Bank harmless from and against any and all liabilities with respect to or resulting from any delay in paying or omitting to pay such taxes and fees.

(signature page follows)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

CITY OF FRANKLIN, TENNESSEE

By: _____
Mayor

ATTEST:

By: _____
Title: Secretary

PNC BANK, N.A.

By: _____

Name: _____

Title: _____



The PFM Group

Public Financial Management, Inc.
PFM Asset Management LLC
PFM Advisors

530 Oak Court Drive
Memphis, TN
38117-3722

901 682-8356
901 682-8386 fax
www.pfm.com

September 23, 2014

Mr. Russell Truell, CFO
City of Franklin
109 Third Avenue South, Suite 111
Franklin, TN 37064

Dear Mr. Truell:

Public Financial Management, Inc. ("PFM"), as Financial Advisor, recently assisted the City of Franklin ("City") with a Request for Proposals ("RFP") process for a liquidity replacement associated with the City's Series 101-A-1 Bonds. It is our pleasure to present this letter summarizing the RFP process and PFM's recommendation to the City.

On August 6, 2014, on behalf of the City, PFM sent out to qualified firms a Request for Proposals (RFP) for replacement of a Standby Bond Purchase Agreement. The RFP was sent to sixteen (16) firms.

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3	BB&T	Craig Bechtel John Harris	cbechtel@BBandT.com John.Harris@BBandT.com
4	BMO	Peter Stettler Lyle McCoy	peter.stettler@bmo.com lyle.mccoy@bmo.com
5	BNY Mellon	Diana Castañeda	Diana.Castaneda@bnymellon.com
6	Citi	Sara Zare	sara.zare@citi.com
7	Comerica	T. Davenport J. Selbach	tdavenport@comerica.com jsselbach@comerica.com
8	JPMorgan	Rob Porter	robert.c.porter@jpmorgan.com
9	Mizuho	Bran. A. Raskovic James E. Cubbon	bran.raskovic@mizuhocbus.com james.cubbon@mizuhocbus.com
10	MTB	G. Brunner L. Eremita	gbrunner@mtb.com leremita@mtb.com
11	PNC	Jack Sweeney	john.sweeney@pnc.com
12	Raymond James	Rick Dulaney	Richard.Dulaney@RaymondJames.com
13	State Street	Alison Doherty	adoherty@statestreet.com
14	Sumitomo Mitsui Banking Corporation	Kin Wong	KWong@smbc-lf.com
15	US Bank	Cameron Parker	cameron.parker@usbank.com
16	Wells Fargo	Ellie Sternberg	ellie.sternberg@wellsfargo.com

The deadline for firms to respond to the RFP was August 20, 2014. On August 20, 2014, PFM received five (5) proposals. Although most proposals were solely for Standby Bond Purchase

Agreements, a number of firms additionally submitted proposals for Direct Purchase options to the City.

Because of inclusion of a Direct Purchase option, the City and PFM decided to amend the original RFP and request from firms Proposals for Direct Purchase options as well. The Amendment to the RFP was sent to all the firms that responded to the original RFP and active Direct Purchase providers on September 3, 2014 allowing firms to respond by September 8, 2014. By September 8, 2014, five (5) additional firms responded to the Amended RFP for Direct Purchase. Most of the proposals received through the RFP and the Amended RFP included multiple options related to the term of the Direct Purchase option (3, 5, 7 and 10 years).

PFM has reviewed the economics associated with all ten (10) proposals and the individual options included by each firm with the City. After a detailed review, PFM and the City narrowed the potential providers to PNC, BB&T and SunTrust. PNC was selected based the economics associated with their three (3) year Standby Bond Purchase Agreement, five (5) year Direct Purchase and seven (7) seven year Direct Purchase. BB&T and SunTrust were the only firms to propose options for 10 years and therefore; PFM evaluated both of these proposals and the associated economics. Of the 10 year proposals, SunTrust was the most economical. A brief comparison of BB&T and SunTrust is included below:

	BB&T (10 Yr Option)	SunTrust (10 Yr Option)
Interest Rate Calculation	78% of 1-Month LIBOR + 1.11%	67% of (1 Month LIBOR + 1.32%)
Indicative Rate based on current market	1.231%	0.998%

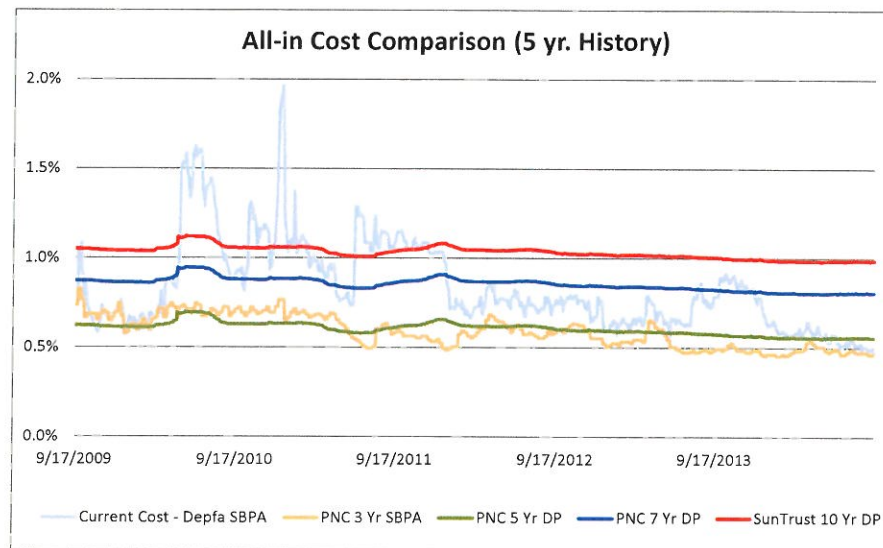
PFM compared the all-in-cost based on current market conditions for each of the options identified through the RFP process:

- PNC 3 year Standby Bond Purchase Agreement (SBPA)
- PNC 5 year Direct Purchase
- PNC 7 year Direct Purchase
- SunTrust 10 year Direct Purchase

A brief comparison of the all-in-cost (annual) based on current market conditions is included below:

	Current Cost - Depfa SBPA	PNC 3 Yr SBPA	PNC 5 Yr DP	PNC 7 Yr DP	SunTrust (10 Yr Option)
Variable Interest Rate Calculation	VRDB Market (resets daily)	VRDB Market (resets daily)	70% of 1 Month LIBOR + 0.45%	70% of 1 Month LIBOR + 0.70%	67% of (1 Month LIBOR + 1.32%)
Remarketing	0.125%	0.125%	--	--	--
SBPA	0.160%	0.300%	--	--	--
Variable Rate	0.190%	0.040%	0.558%	0.808%	0.998%
All-in-cost based on current market	0.475%	0.465%	0.558%	0.808%	0.998%

PFM also compared these options on a historical basis. The graphic below provides for a comparison of the annual interest rate cost associated with each option over the last five (5) years:



After reviewing this information with the City, PFM recommends PNC's five (5) year Direct Purchase option to the City. While the five (5) year Direct Purchase may be slightly more expensive than the three (3) year SBPA, PFM's recommendation is based also on the City's ability to secure a longer term option for the Series 101-A-1 Bonds at a manageable cost.

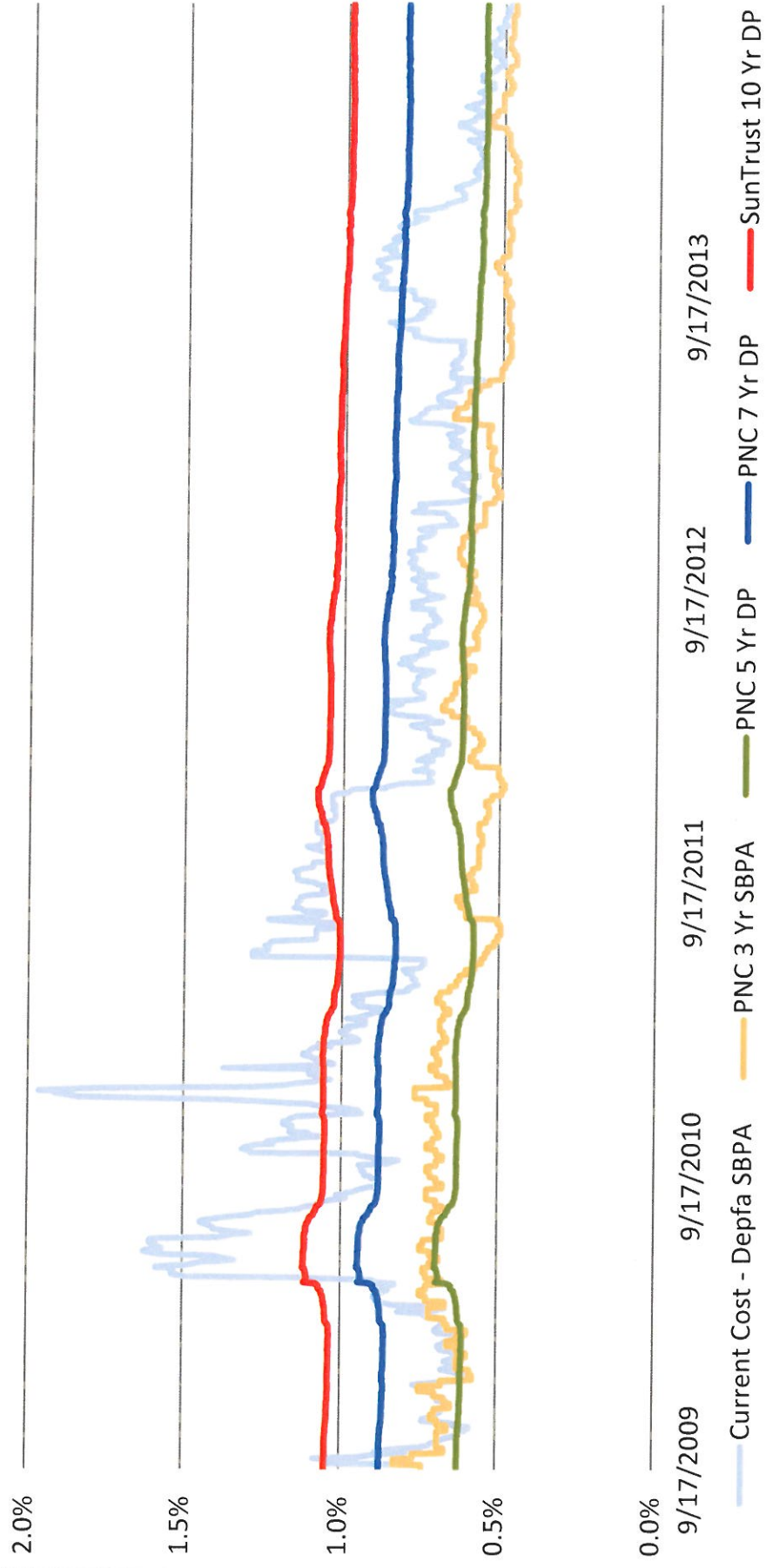
We appreciate the opportunity to serve the City and look forward to moving forward with the City on this financing. Please contact me with any questions.

Sincerely,

PUBLIC FINANCIAL MANAGEMENT, INC.

Lauren S. Lowe
Director

All-in Cost Comparison (5 yr. History)



CONDITIONS OF APPROVAL:

Engineering - PUD Plan Checklist

General Comments

1. D. Statement of Impacts

- Applicant shall provide a statement describing the anticipated impact on streets as shown in the Major Thoroughfare Plan. On sheet C3.0, state that lane improvements are also required on Mallory Lane per the TIS Addendum dated 10-02-14.

Parks

General Comments

2. fees in lieu

- Parks-FYI-Please see ordinance 5.5.4 section (4) for timing and procedures of payment at the First Final Plat.

Planning

General Comments

3. Final Plat

- Final plat to consolidate lots is required to be approved along with the site plan and recorded prior to issuance of building permits.

4. Parking

- Applicant shall verify on street parking numbers.

5. Density

- Applicant shall lower the number of units listed anywhere within the plans and charts to a total of 363 units, in order to comply with the maximum density requested of 58.8 units/acre.

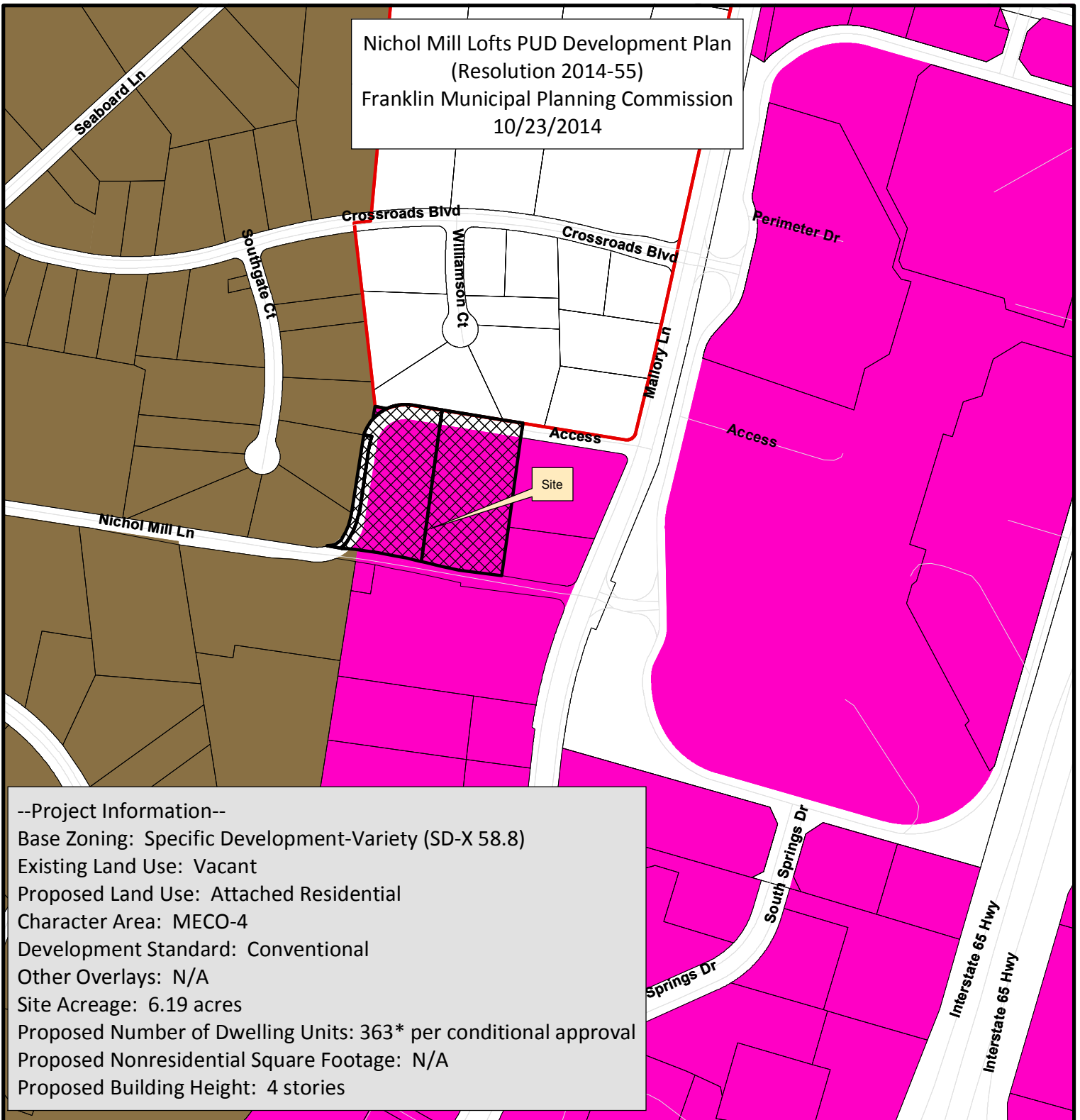
Zoning

General Comments

6. Materials

- Metal is an exterior material approved on a case by case basis. With the Site Plan submittal, a metal material sample will be required to be submitted for review and approval.

Nichol Mill Lofts PUD Development Plan
(Resolution 2014-55)
Franklin Municipal Planning Commission
10/23/2014



--Project Information--

Base Zoning: Specific Development-Variety (SD-X 58.8)

Existing Land Use: Vacant

Proposed Land Use: Attached Residential

Character Area: MECO-4

Development Standard: Conventional

Other Overlays: N/A

Site Acreage: 6.19 acres

Proposed Number of Dwelling Units: 363* per conditional approval

Proposed Nonresidential Square Footage: N/A

Proposed Building Height: 4 stories

- | | |
|--|---------------------------------------|
| Nichol Mill Lofts PUD | SD-R Specific Development-Residential |
| AG Agricultural District | SD-X Specific Development-Variety |
| ER Estate Residential | OR Office Residential District |
| R-1 Residential District | GO General Office District |
| R-2 Residential District | CC Central Commercial District |
| R-3 Residential District | NC Neighborhood Commercial District |
| R-6 Historic Core Residential District | GC General Commercial District |
| RM-10 Attached 10 Residential District | LI Light Industrial District |
| RM-15 Attached 15 Residential District | HI Heavy Industrial District |
| RM-20 Attached 20 Residential District | CI Civic and Institutional District |



0 250 500 1,000
Feet

This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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RESOLUTION 2014-55

A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR NICHOL MILL LOFTS PUD SUBDIVISION, LOCATED AT 427 NICHOL MILL LANE, BY THE CITY OF FRANKLIN, TENNESSEE.

WHEREAS, The 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.

WHEREAS, The PUD review process consists of a Development Plan that is reviewed and approved by the BOMA, after a recommendation from the FMPC.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, meeting in regular session this _____ day of _____, 2014:

1. That the legal description of the property is as follows:

Map--Parcel	Acres
053---11732	±2.66
053---11731	±3.26
053---11724	±0.02
053K-B00701	±0.23
TOTAL	±6.19

Being land in the City of Franklin, Eighth Civil District, Williamson County, Tennessee, located 243 feet west of the Nichol Mill Lane and Mallory Lane intersection, also being a portion of property conveyed to Allan D. & Candace Revelette, (Map 53 Parcels 117.32 & 117.24) and by deed of record in Deed Book 2908, Page 561, R.O.W.C.; Athena Cool Springs Hospitality, LLC, (Map 53 Parcel 117.31) and by deed of record in Deed Book 4684, Page 432, R.O.W.C.; and K. Thomas Sidwell, Trustee of Nichol Mill Trust, (Map 53K Group B Parcel 7.01) and by deed of record in Deed Book 5875, Page 374, and being more particularly described as follows:

Beginning at a point on the northerly right-of-way line of Nichol Mill Lane:

THENCE, with said northerly right-of-way line of Nichol Mill Lane the following calls; N 82°32'03"W, 145.00 feet to an iron rod (new);

With a curve to the right an arc distance of 63.35 feet to an iron rod (new), said curve having a central angle of 01°50'13", a radius of 1975.80 feet, a tangent of 31.68 feet, and a chord of

N 76°37'08"W, 74.34 feet to an iron rod (new);

With a curve to the left an arc distance of 86.06 feet to an iron rod (new), said curve having a central angle of 02°26'07", a radius of 2024.77 feet, a tangent of 43.04 feet, and a chord of N 77°50'12"E, 86.06;

With a curve to the left an arc distance of 111.12 feet to an iron rod (new), said curve having a central angle of 03°08'37", a radius of 2025.37 feet, a tangent of 55.57 feet, and a chord of N 80°37'33"W, 111.11;

N 82°11'50"W, 57.89 feet to an iron rod (new);

With a curve to the left an arc distance of 5.33 feet to an iron rod (new), said curve having a central angle of 04°05'07", a radius of 74.82 feet, a tangent of 2.67 feet, and a chord of S 48°55'29"W, 5.33;

N 82°11'21"W, 57.31 feet to an iron rod (new);

With a curve to the left an arc distance of 15.83 feet to an iron rod (new), said curve having a central angle of 04°05'07", a radius of 294.63 feet, a tangent of 7.91 feet, and a chord of N 84°52'39"E, 15.82;

With a curve to the left an arc distance of 46.44 feet to an iron rod (new), said curve having a central angle of 53°24'07", a radius of 49.82 feet, a tangent of 25.06 feet, and a chord of N 56°38'14"E, 44.77;

With a curve to the left an arc distance of 88.12 feet to an iron rod (new), said curve having a central angle of 20°50'57", a radius of 242.15 feet, a tangent of 44.55 feet, and a chord of N 19°30'41"E, 87.63;

N 09°05'04"E, 243.41 feet to an iron rod (new);

With a curve to the right an arc distance of 86.48 feet to an iron rod (new), said curve having a central angle of 32°31'46", a radius of 152.32 feet, a tangent of 44.44 feet, and a chord of N 25°08'42"E, 85.32;

N 10°45'38"E, 44.96 feet to an iron rod (new);

S 81°20'18"E, 42.86 feet to an iron rod (new);

With a curve to the right an arc distance of 88.50 feet to an iron rod (new), said curve having a central angle of 33°17'23", a radius of 152.32 feet, a tangent of 45.54 feet, and a chord of N 82°00'58"E, 87.26;

S 81°20'18"E, 367.73 feet to an iron rod (new);

S 07°27'56"W, 523.20 feet to the point of beginning and being 269,492 square feet or 6.19 acres± more or less.

A portion of this property also being lot numbers 810 and 814 on the final plat of Galleria Complex Subdivision Revision 34 as of record in Plat Book 53, Page 94 in the Register's Office for Williamson County, Tennessee.

2. That the overall entitlements for the Nichol Mill Lofts PUD Subdivision are as follows:

Entitlements	Nichol Mill Lofts PUD Subdivision
Base Zone	Specific Development-Residential (SD-R 58.80)
Character Area Overlay	McEwen Character Area Overlay #4
Other Zoning Overlays	N/A
Number of Dwelling Units	363*per conditional approval
Number of Nonresidential Square Footage	N/A
Connectivity Index	N/A
Development Standard	Conventional
Open Space Requirements	Formal: 1.21 acres Informal: 0.41 acres Total: 1.62 acres

3. 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 Department.
4. That the following Modifications of Design Standards (MOS) were requested and acted upon by FMPC:

MOS 1: Building Length Approved: _____ Denied: _____	Request to increase the maximum building length of any attached residential building from 200 feet to 450 feet. <i>Staff recommended approval.</i>
--	--

5. That this Resolution shall take effect from and after its passage on its first and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC STUCKEY
CITY ADMINISTRATOR

BY: _____
DR. KEN MOORE
MAYOR

PLANNING COMMISSION DEFERRED UNTIL 10-23-14

7/24/14

PLANNING COMMISSION RECOMMENDED APPROVAL:

BOMA APPROVAL:

447 NICHOL MILL LANE
& 814, GALLERIA COMMERCIAL COMPLEX SUBDIVISION
MAP 053 PARCELS 7.01, 117.24, 117.31, AND 117.32

COF # 4564



NOTES

- 1. SURVEY INFORMATION PROVIDED BY INITIAL POINT LAND SURVEYING, INC.
- 2. TRIP GENERATION DATE PROVIDED BY RPM TRANSPORTATION CONSULTANTS, LLC
- 3. FIRE HYDRANT FLOW FOR THE HYDRANT
STATIC PRESSURE 110 PSI
RESIDUAL PRESSURE 106 PSI
FLOW 918 GPM
PROJECTED FLOW AT 20 PSI 4,981 GPM
- 4. THERE ARE NO NATIONAL HISTORIC REGISTER STRUCTURES OR SPACES ON THE SITE NOR WITHIN 500' OF THE PROPERTY.
- 5. THE BUILDING WILL BE SPRINKLED.
- 6. BASED ON GRAPHIC PLOTTING OF FEMA FIRM MAP 47187C0204F, DATED 09-29-86, ZONE X, IT HAS BEEN DETERMINED THAT THE PARCEL DOES NOT LIE WITHIN A FLOOD HAZARD ZONE.

CURVE DATA

CURVE No.	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
C-1	01°50'13"	1975.80	31.68'	63.35'	63.35'	N77°32'15"W
C-2	02°26'07"	2024.77'	43.04'	86.06'	86.05'	N77°50'12"W
C-3	03°08'37"	2025.37'	55.57'	111.12'	111.11'	N80°37'33"W
C-4	04°05'07"	74.82'	2.67'	5.33'	5.33'	S48°55'29"W
C-5	03°04'39"	294.63'	7.91'	15.83'	15.82'	N84°52'39"E
C-6	53°24'11"	49.82'	25.06'	48.44'	44.77'	N56°38'14"E
C-7	20°50'57"	44.55'	88.12'	87.63'	87.63'	N19°30'41"E
C-8	32°31'46"	152.32'	44.44'	86.48'	85.32'	N25°08'42"E
C-9	33°17'23"	152.32'	45.54'	88.50'	87.26'	N82°00'58"E

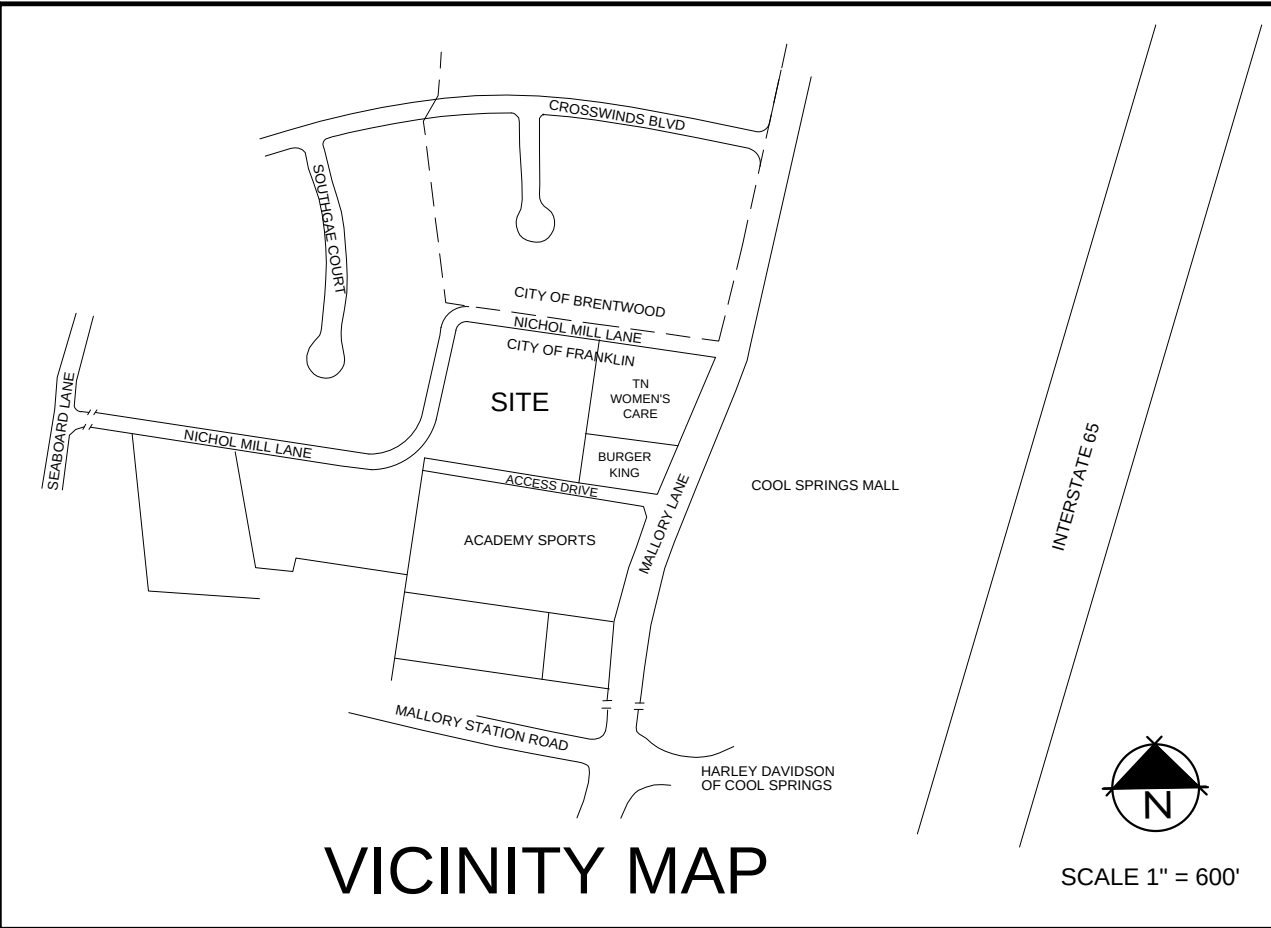
SITE DATA:

PROJECT NAME:	NICHOL MILL LOFTS
PROJECT NUMBER:	4564
SUBDIVISION:	GALLERIA COMMERCIAL COMPLEX SUBDIVISION
LOT NUMBER:	810, 814
ADDRESS:	447 NICHOL MILL LANE
CITY:	FRANKLIN, TN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	8TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	MAP 53 PARCELS 7.01, 117.24, 117.31, 117.32
EXISTING ZONING:	GENERAL COMMERCIAL (GC)
PROPOSED ZONING:	SD-R 58.8
CHARACTER AREA OVERLAY:	MECO-4
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
TOTAL AC:	6.19 AC
TOTAL SF:	269,493 SF
OWNERS:	ALLEN D & CANDACE REVELETTE 5209 COLFAX COURT BRENTWOOD, TN 37027 PO BOX 681812 FRANKLIN, TN 37068 615.838.2323 ATHENA COOL SPRINGS HOSPITALITY SUNIL PATEL 2521 ELM HILL PIKE NASHVILLE, TN 37214 615.479.0581 NICHOL MILL TRUST TOM SIDWELL 121 FIRST AVE S, SUITE 200 FRANKLIN, TN 37064 tsidwell@sidwell-law.com
PLANNER/LANDSCAPE ARCHITECT:	GREG GAMBLE 144 SOUTHEAST PARKWAY SUITE 200 FRANKLIN, TN 37064 615.575.5765 GREG GAMBLE GREGGAMBLE209@GMAIL.COM
OFFICE PHONE	
CONTACT	
EMAIL ADDRESS	

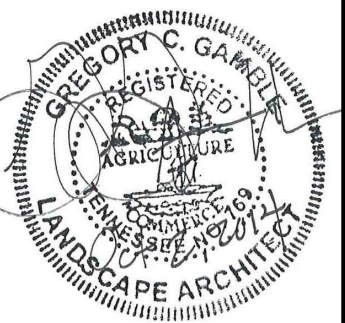
GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggambler209@gmail.com
615.975.5765

NICHOL MILL LOFTS
DEVELOPMENT PLAN
MAP 53 PARCELS 7.01, 117.24, 117.31, & 117.32
FRANKLIN, TENNESSEE

ADJACENT PROPERTY OWNERS	Owner Address	City	State	ZIP
LYNX PROPERTY INC	PO BOX 993	BRENTWOOD	TN	37024
INDUSTRIAL DEVELOPMENT BOARD OF WM C	720 PRINCETON HILLS DR	BRENTWOOD	TN	37027
TENNESSEE TEACHERS CREDIT UNION	1400 8TH AVE S	NASHVILLE	TN	37203
COOLSPRINGS MALL LLC	2030 HAMILTON PLACE BLVD #500	CHATTANOOGA	TN	37421
CEMETERY	MALLORY LN	FRANKLIN	TN	37067
PRIME KURTELL PROP LLC	777 37TH ST #A-103	VERO BEACH	FL	32960
CORENSWET ROBERT E TR	PO BOX 150749	NASHVILLE	TN	37215
J & J WOODARD PROPERTIES LLC	1935 MALLORY LN #110	FRANKLIN	TN	37067
NATIONAL PROPERTIES CORP	1800 N MASON RD	KATY	TX	77377
REVELETTE ALAN D	P O BOX 681812	FRANKLIN	TN	37068-1812
H & R PROPERTY LLC	930 W 1ST ST #303	FORT WORTH	TX	76102
ATHENA COOL SPRINGS HOSPITALITY LLC	2521 ELM HILL PK	NASHVILLE	TN	37214
REVELETTE ALAN D	5209 COLFAX CT	BRENTWOOD	TN	37027
NERREN GUY B	2244 S BERRYS CHAPEL RD	FRANKLIN	TN	37069
HILLSBORO REALTY CO INC	4338 CHICKERING LN	NASHVILLE	TN	37215
ETHAN ALLEN INC	7103 CROSSROADS BLVD	DANBURY	CT	6811
RAAW LLC	7103-B CROSSROADS BLVD	BRENTWOOD	TN	37027
B & B PROPERTIES	446 COTTON LN	FRANKLIN	TN	37069
ROBESON ROBERT E JR TR	1804 WILLIAMSON CT #207	BRENTWOOD	TN	37027
MM&S INVESTMENTS LLC	1806 WILLIAMSON CT	BRENTWOOD	TN	37027
STUDIO SUITES LLC	1805 WILLIAMSON CT	BRENTWOOD	TN	37027
JC NWOFIA LLC	5660 PEACHTREE IND BLVD	NORCROSS	GA	30071
MORRIS E RAY	7107 CROSSROADS BLVD	BRENTWOOD	TN	37027
BMA REAL ESTATE PTNRS	9104 CONCORD RD	BRENTWOOD	TN	37027-8205
NASHVILLE MERCANTILE CO	9191 BRUSHBORO DR	BRENTWOOD	TN	37027
AKIN BIMMER WORKS LLC	320 SOUTHGATE CT	BRENTWOOD	TN	37027
360 LLC	316 SOUTHGATE CT	BRENTWOOD	TN	37027
CHURCH INTERNATIONAL OF THE FOURSQUA	121 FIRST AVE S SUITE 200	FRANKLIN	TN	37064
NICHOL MILL TRUST	316 SOUTHGATE CT	BRENTWOOD	TN	37027
CHURCH INTERNATIONAL OF THE FOURSQUA	307 SOUTHGATE CT	BRENTWOOD	TN	37027
ELY DAVID G	308 MALLORY STATION RD	FRANKLIN	TN	37067
SOUTHGATE II LLC	315 SOUTHGATE CT	BRENTWOOD	TN	37027
JEI CHILDCARE INC	5209 COUNTRY CLUB DR	BRENTWOOD	TN	37027
HASTY PROPERTIES LLC	7115 CROSSROADS BLVD	BRENTWOOD	TN	37027
BASS BRENDA C	308 MALLORY STATION RD	FRANKLIN	TN	37067
YARBROUGH JON P				



BOUNDARY SURVEY



rev.	date
1	6-5-14
2	7-3-14
3	9-8-14
4	10-2-14

GCG Job No. 14007
MAY 12, 2014

SHEET

C1.0

COF # 4564



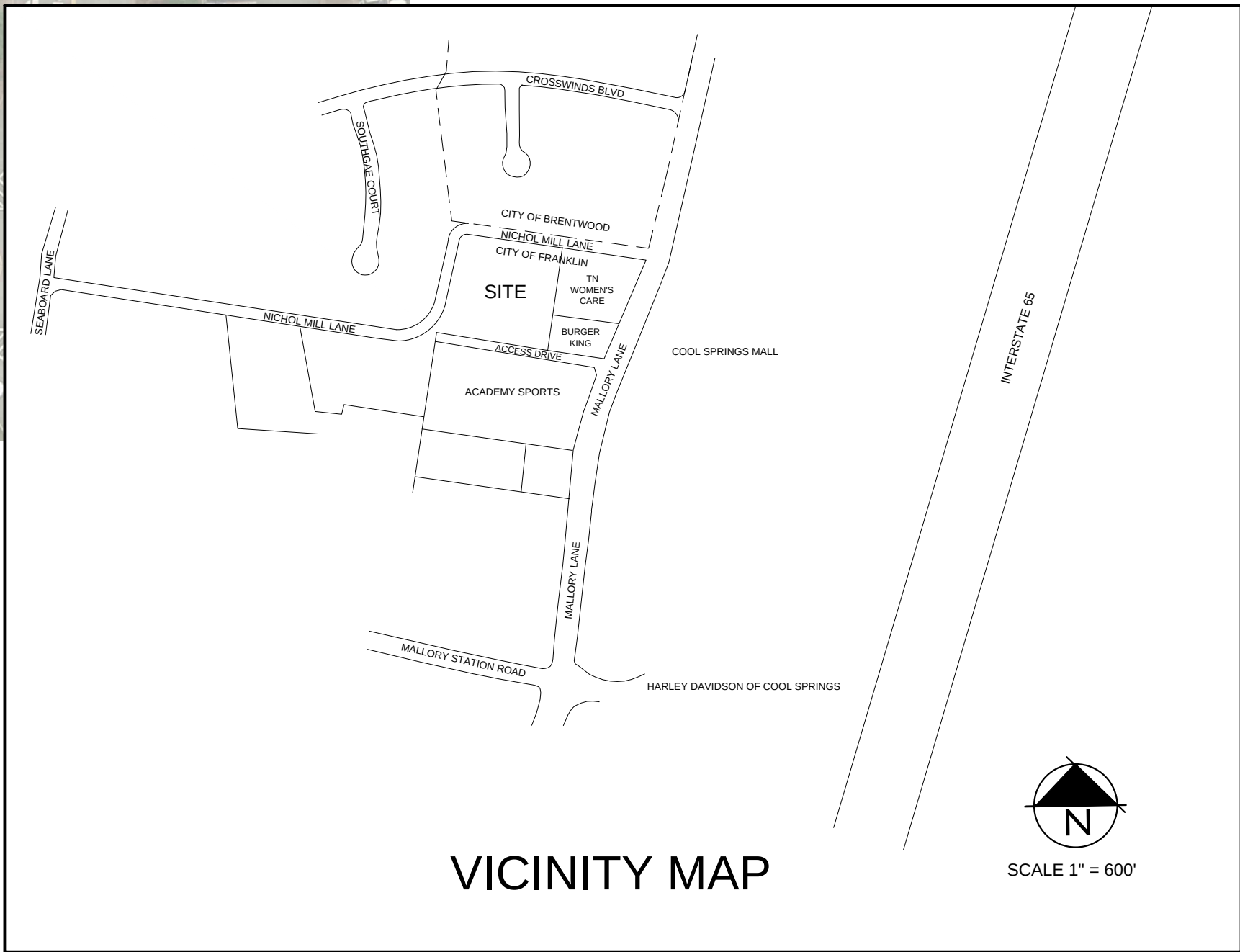
SITE DATA:

PROJECT NAME:	NICHOL MILL LOFTS
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SUBDIVISION:	GALLERIA COMMERCIAL COMPLEX SUBDIVISION
LOT NUMBER:	810, 814
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PROPOSED ZONING:	SD-R 58.8
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APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
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TOTAL SF:	269,493 SF
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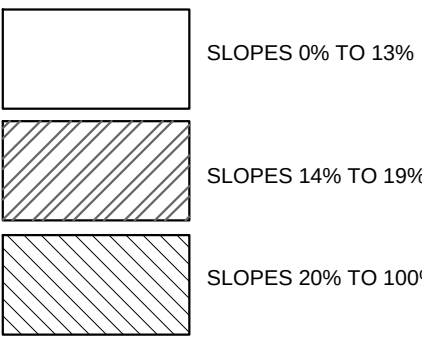
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GREG GAMBLE
ggamble209@gmail.com
615.975.5705

NICHOL MILL LOFTS
DEVELOPMENT PLAN
MAP 53 PARCELS 7.01, 117.24, 117.31 & 117.32
FRANKLIN, TENNESSEE



VICINITY MAP

SLOPES



THERE ARE NO SLOPES GREATER THAN 14%.

SPECIMEN TREE TABLE

NO.	SIZE	COMMON NAME
1	24"	CHERRY
11	30"	HACKBERRY
14	30"	TREE
15	30"	WALNUT
	114"	

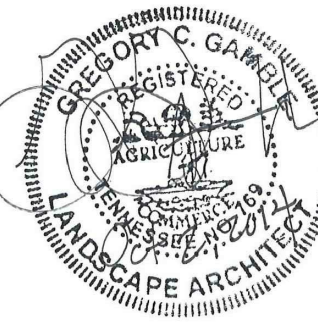
EXISTING TREE CANOPY AREAS

NO.	AREA SF
A	85
B	22
C	905
D	160
E	656
F	462
G	53
H	565
I	69
J	3,747
TOTAL:	6,724 (0.15 AC)

SOIL TYPES KEY

A/B	ARMOUR SILT LOAM, 2-5 % SLOPES
CaB	CAPTINA SILT LOAM, PHOSPHATIC, 2-5% SLOPES
MB2	CAPTINA SILT LOAM, PHOSPHATIC, 2-5% SLOPES, ERODED
	MAURY SILT LOAM, 2-5% SLOPES, ERODED

TOTAL CALIPER INCHES OF HEALTHY SPECIMEN TREES: 114"
TOTAL CALIPER INCHES OF SPECIMEN TREES FOR REMOVAL: 0"
*SPECIMEN TREES SHALL BE REPLACED AT A RATIO OF 2 INCHES OF REPLACEMENT TREE FOR EACH INCH OF SPECIMEN TREE REMOVED PER THE CITY OF FRANKLIN DESIGN REQUIREMENTS. REPLACEMENT TREES CAN NOT BE USED TO MEET ANY OTHER LANDSCAPE REQUIREMENT.



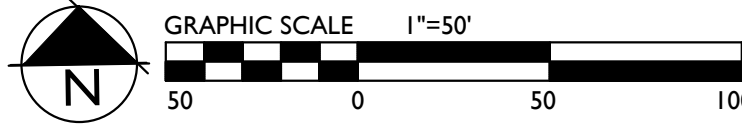
REV.	DATE
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2	7-3-14
3	9-8-14
4	10-2-14

GCG Job No. 14007
MAY 12, 2014

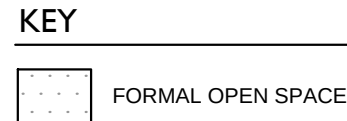
SHEET

C2.0

COF # 4564



EXISTING CONDITIONS PLAN



ATTACHED RESIDENTIAL IN FILL IN COOL SPRINGS IS BENEFICIAL TO YOUNG PROFESSIONALS AND ADULTS LOOKING FOR A MAINTENANCE FREE LIFESTYLE AND SHORT COMMUTES TO WORK. THE IMMEDIATE AREA OF THE SITE IS WALKABLE TO LOCAL BUSINESSES, AND TROLLEY STOP 19 IS LOCATED AT THE CORNER OF OLD NICHOL MILL AND MALLORY FOR CONVENIENT USE OF TRANSIT.

* TRAFFIC GENERATION DATA PROVIDED BY
RPM TRANSPORTATION CONSULTANTS, LLC

POLICE AND FIRE
FRANKLIN FIRE DEPT. MALLORY STATION #3, 370 MALLORY STATION RD -
3.6 MILE,S DRIVING DISTANCE
FRANKLIN POLICE DEPT. STATION, 900 COLUMBIA AVE. -
.81 MILES DRIVING DISTANCE

MINERAL RIGHTS
NO THIRD PARTY MINERAL RIGHTS ARE ASSOCIATED WITH THIS PROPERTY.

NO.	SIZE	COMMON NAME
1	24"	CHERRY
11	30"	HACKBERRY
14	30"	TREE
15	30"	WALNUT
	114"	0" REPLACEMENT REQUIRED

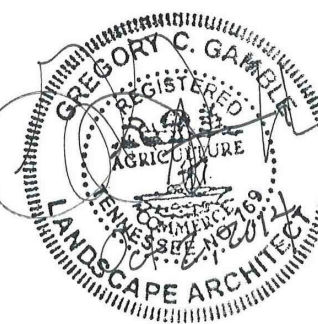


1. SURVEY INFORMATION PROVIDED BY INITIAL POINT LAND SURVEYING, INC.
2. TRIP GENERATION DATE PROVIDED BY RPM TRANSPORTATION CONSULTANTS, LLC
3. FIRE HYDRANT FLOW FOR THE HYDRANT
STATIC PRESSURE 110 PSI
RESIDUAL PRESSURE 100 PSI
FLOW 915 GPM
PROJECTED FLOW AT 20 PSI 4,981 GPM
4. THERE ARE NO NATIONAL HISTORIC REGISTER STRUCTURES OR SPACES ON THE SITE NOR WITHIN 500' OF THE PROPERTY.
5. THE BUILDING WILL BE SPRINKLED.
6. BASED ON GRAPHIC PLOTTING OF FEMA FIRM MAP 47187C0204F; DATED 09-29-06; ZONE X, IT HAS BEEN DETERMINED THAT THE PARCEL DOES NOT LIE WITHIN A FLOOD HAZARD ZONE.
7. NO SLOPES GREATER THAN 14% EXIST ON THE PROPERTY.
8. CONNECTIVITY INDEX IS NOT APPLICABLE.

BUILDING SETBACKS:	NORTH 25'; SOUTH 28'; EAST 53'; WEST 70';
BUILDING SQUARE FOOTAGE:	N/A
BUILDING UNITS:	364 TOTAL 277 ONE-BEDROOM UNITS 87 TWO-BEDROOM UNITS
RESIDENTIAL DENSITY:	58.8 DUA
BUILDING HEIGHT:	50'
LANDSCAPE SURFACE RATIO:	.29
MINIMUM LANDSCAPE SURFACE RATIO:	.10
MINIMUM PARKING REQUIREMENT:	1.5 PER 1 BEDROOM 2.5 PER 2 BEDROOM
	277 (1BR) x 1.5 SPACES = 416 87 (2 BR) x 2.5 SPACES = 218 TOTAL SPACES REQUIRED: 634
MAXIMUM PARKING LIMIT:	N/A
EXISTING PARKING:	
PARKING PROVIDED:	635 TOTAL SPACES 39 SURFACE SPACES 596 GARAGE SPACES
TREE CANOPY EXISTING:	6,724 SF EXISTING (2.5% OF TOTAL SITE)
TREE CANOPY PRESERVATION REQUIRED:	3,633 SF (54% OF EXISTING)
TREE CANOPY PRESERVATION PROVIDED:	6,724 SF (100% OF EXISTING)
PARKLAND (IF APPLICABLE):	FEE IN LIEU

364 RESIDENTIAL UNITS	
35 X 1200 =	42,00
329 X 600 =	197,40
TOTAL	239,40
	5.5 AC

OPEN SPACE PROVISION			
TOTAL PUD AREA:	269,493.0 SF	6.19 AC	FORMAL OPEN SPACE PROVIDED:
TOTAL REQUIRED OPEN SPACE:	40,423.9 SF	0.93 AC	1 15,085 SF LINEAR PARK
TOTAL FORMAL OPEN SPACE:	13,474.6 SF	33%	2 37,810 SF LINEAR PARK
TOTAL INFORMAL OPEN SPACE:	26,949.3 SF	66%	52,895 SF TOTAL
PROVIDED OPEN SPACE:	70,466 SF	1.62 AC	INFORMAL OPEN SPACE PROVIDED:
FORMAL PROVIDED:	52,895 SF	1.21 AC	1 6,946 SF
INFORMAL PROVIDED:	17,571 SF	0.41 AC	2 10,626 SF
			17,571 SF TOTAL



<u>rev.</u>	<u>date</u>
①	6-5-14
②	7-3-14
③	9-8-14
④	10-2-14

GCG Job No. 14007
MAY 12, 2014

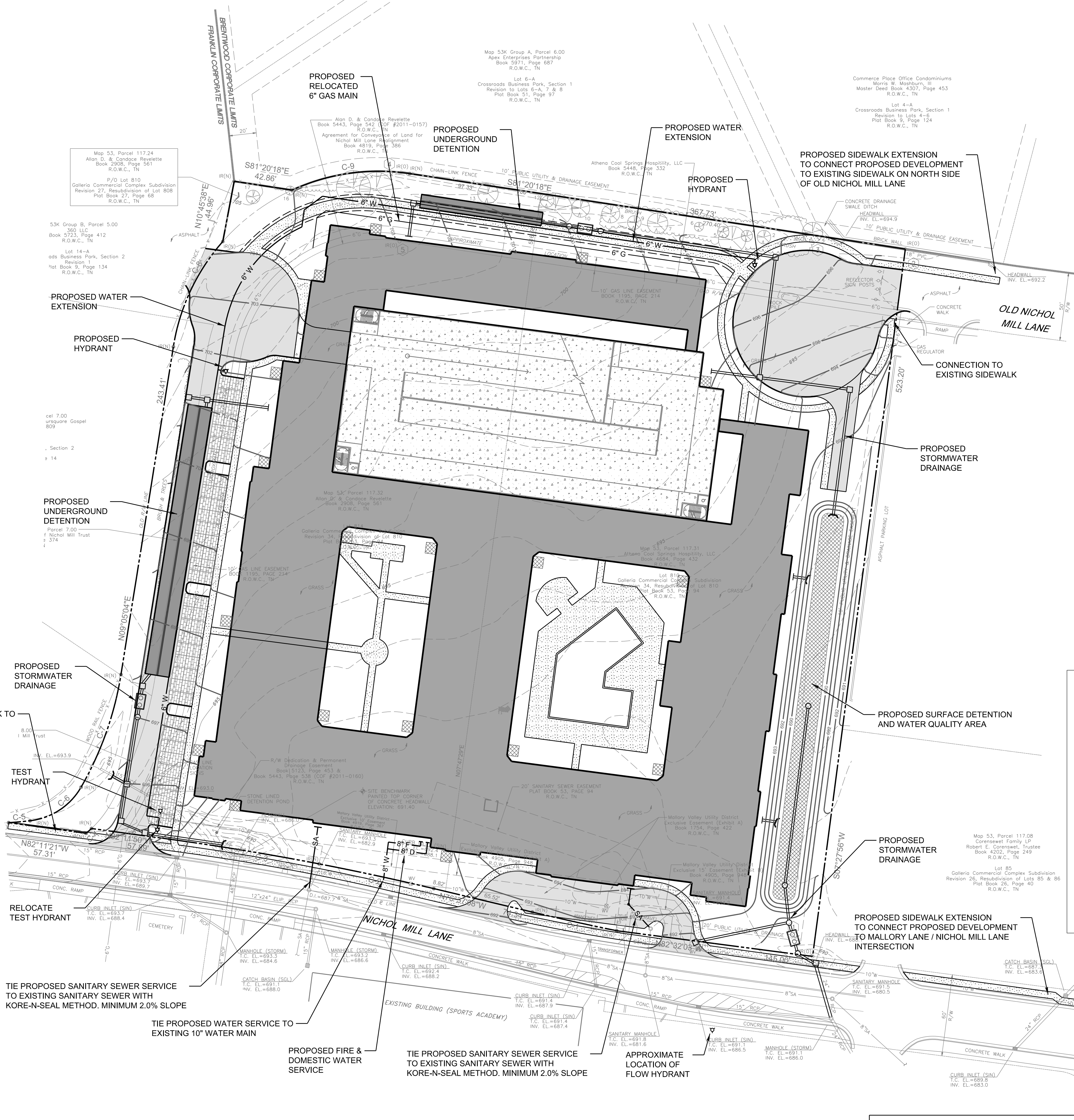
S H E E T

C3.0

COF # 4564

SURVEYOR
INITIAL POINT LAND SURVEYING INC.
3324 CARL ROAD FRANKLIN, TN. 37064
PH: 615-790-4240

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www.call811.com



FIRE HYDRANT FLOW TEST
LOCATION: NICHOL MILL LANE
DATE: JUNE 5, 2014
PERFORMED BY: HETHCOAT & DAVIS
TEST HYDRANT:
STATIC PRESSURE: 110 PSI
RESIDUAL PRESSURE: 106 PSI
FLOW HYDRANT:
ACTUAL FLOW (Q) : 918 GPM

Legal Description:

Being land in the City of Franklin, Eighth Civil District, Williamson County, Tennessee, located 243 feet west of the Nichol Mill Lane and Mallory Lane intersection, also being a portion of property conveyed to Allan D. & Candace Revelette by deed of record in Deed Book 2908, Page 561, R.O.W.C., Athena Cool Springs Hospitality, LLC by deed of record in Deed Book 4684, Page 432, R.O.W.C. and K. Thomas Sidwell, Trustee of Nichol Mill Trust by deed of record in Deed Book 5875, Page 374 and being more particularly described as follows:

Beginning at a point on the northerly right-of-way line of Nichol Mill Lane:

THENCE, with said northerly right-of-way line of Nichol Mill Lane the following calls: N 82°32'03"W, 145.00 feet to an iron rod (new);

With a curve to the right an arc distance of 63.35 feet to an iron rod (new), said curve having a central angle of 01°50'13", a radius of 1975.80 feet, a tangent of 31.68 feet, and a chord of

N 76°37'08"W, 74.34 feet to an iron rod (new);

With a curve to the left an arc distance of 86.06 feet to an iron rod (new), said curve having a central angle of 02°26'07", a radius of 2024.77 feet, a tangent of 43.04 feet, and a chord of N 77°50'12"E, 86.06;

With a curve to the left an arc distance of 111.12 feet to an iron rod (new), said curve having a central angle of 03°08'37", a radius of 2025.37 feet, a tangent of 55.57 feet, and a chord of N 80°37'33"W, 111.11;

N 82°11'50"W, 57.89 feet to an iron rod (new);

With a curve to the left an arc distance of 5.33 feet to an iron rod (new), said curve having a central angle of 04°05'07", a radius of 74.82 feet, a tangent of 2.67 feet, and a chord of S 48°55'29"W, 5.33;

N 82°11'21"W, 57.31 feet to an iron rod (new);

With a curve to the left an arc distance of 15.83 feet to an iron rod (new), said curve having a central angle of 04°05'07", a radius of 294.63 feet, a tangent of 7.91 feet, and a chord of N 84°52'39"E, 15.82;

With a curve to the left an arc distance of 46.44 feet to an iron rod (new), said curve having a central angle of 53°24'07", a radius of 49.82 feet, a tangent of 25.06 feet, and a chord of N 56°38'14"E, 44.77;

With a curve to the left an arc distance of 88.12 feet to an iron rod (new), said curve having a central angle of 20°50'57", a radius of 242.15 feet, a tangent of 44.55 feet, and a chord of N 19°30'41"E, 87.63;

N 09°05'04"E, 243.41 feet to an iron rod (new);

N 82°11'21"W, 57.31 feet to an iron rod (new);

With a curve to the right an arc distance of 86.48 feet to an iron rod (new), said curve having a central angle of 32°31'46", a radius of 152.32 feet, a tangent of 44.44 feet, and a chord of N 25°08'42"E, 85.32;

With a curve to the right an arc distance of 88.50 feet to an iron rod (new), said curve having a central angle of 33°17'23", a radius of 152.32 feet, a tangent of 45.54 feet, and a chord of N 82°00'58"E, 87.26;

S 81°20'18"E, 367.73 feet to an iron rod (new);

S 07°27'56"W, 523.20 feet to the point of beginning and being 269.493 square feet or 6.19 acres; more or less.

This property also being lot numbers 810 and 814 on the final plat of Galleria Complex Subdivision Revision 34 as of record in Plat Book 53, Page 94 in the Register's Office for Williamson County, Tennessee.

SITE DATA CHART

PROJECT NAME:	NICHOL MILL LOFTS
PROJECT NUMBER:	4564
SUBDIVISION:	GALLERIA COMMERCIAL COMPLEX SUBDIVISION
LOT NUMBER:	810, 814
ADDRESS:	447 NICHOL MILL LANE
CITY:	FRANKLIN, TN
STATE:	MISSISSIPPI
CIVIL DISTRICT:	8TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	MAP 53 PARCELS 7.01, 117.24, 117.31, 117.32
EXISTING ZONING:	GENERAL COMMERCIAL (GC)
PROPOSED ZONING:	SD-R 58.8
CHARACTER AREA OVERLAY:	MECO-4
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
TOTAL AC:	6.19 AC
TOTAL SF:	269,493 SF

OWNERS:	ALLEN D & CANDACE REVELETTE 5209 COLFAX COURT BRENTWOOD, TN 37027 PO BOX 681812 FRANKLIN, TN 37068 615.638.2323
	ATHENA COOL SPRINGS HOSPITALITY SUNIL PATEL 2521 ELM HILL PIKE NASHVILLE, TN 37214 615.479.0581
	NICHOL MILL TRUST TOM SIDWELL 121 FIRST AVE S. SUITE 200 FRANKLIN, TN 37064 tsidwell@sidwell-barrett.com

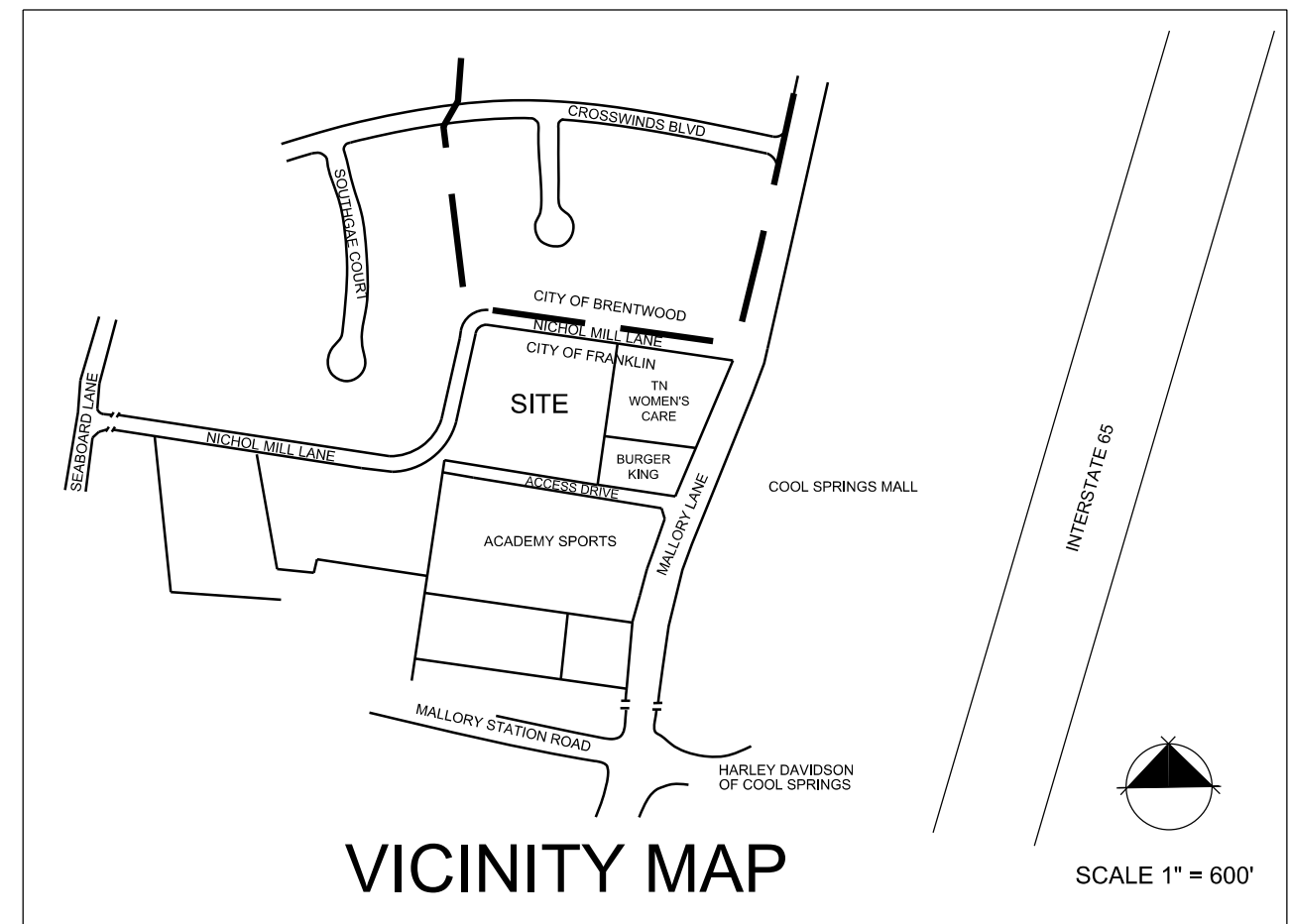
PLANNER/LANDSCAPE ARCHITECT:	GREG GAMBLE 144 SOUTHEAST PARKWAY SUITE 200 FRANKLIN, TN 37064 615.975.5765
OFFICE PHONE	GREG GAMBLE
CONTACT	GREGGAMBLE209@GMAIL.COM
EMAIL ADDRESS	

BUILDING SETBACKS:	NORTH 25'; SOUTH 28'; EAST 53'; WEST 70';
BUILDING SQUARE FOOTAGE:	N/A
BUILDING UNITS:	364 TOTAL 277 ONE-BEDROOM UNITS 87 TWO-BEDROOM UNITS

RESIDENTIAL DENSITY:	58.8 DUA
BUILDING HEIGHT:	50'
LANDSCAPE SURFACE RATIO:	.29
MINIMUM LANDSCAPE SURFACE RATIO:	.10
MINIMUM PARKING REQUIREMENT:	1.5 PER 1 BEDROOM 2.5 PER 2 BEDROOM
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MAXIMUM PARKING LIMIT:	N/A
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PARKING PROVIDED:	39 SURFACE SPACES 596 GARAGE SPACES

TREE CANOPY EXISTING:	6,724 SF EXISTING (2.5% OF TOTAL SITE)
TREE CANOPY PRESERVATION REQUIRED:	3,631 SF (54% OF EXISTING)
TREE CANOPY PRESERVATION PROVIDED:	6,724 SF (100% OF EXISTING)
PARKLAND (IF APPLICABLE):	FEE IN LIEU



VICINITY MAP

Civil Engineers | Architects | Planners

Barge Cauthen & ASSOCIATES

8808 CHARLOTTE PIKE, STE 210
NASHVILLE, TENNESSEE 37209
615.358.9911 PHONE
615.352.6737 F A X
BCA JOB NO. 2793-04

GRADING & UTILITY PLAN



THIS PROPERTY DOES NOT LIE IN AN AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP 47187C0204 F, LAST REVISED SEPTEMBER 29, 2006.

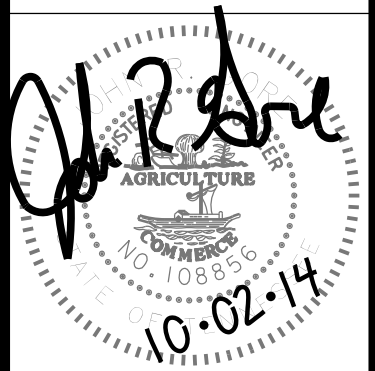
THIS SITE PLAN HAS BEEN DESIGNED TO MEET THE CITY OF FRANKLIN STANDARDS AND THE APPROVAL OF THE PLANNING COMMISSION. CHANGES SHALL NOT BE MADE TO THE APPROVED SITE PLAN UNLESS APPROVED BY EITHER THE RELEVANT DEPARTMENT SUPERINTENDENT OR THE PLANNING COMMISSION.

GAMBLE
DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggamble209@gmail.com
615.975.5765

**NICHOL MILL LOFTS
DEVELOPMENT PLAN**
MAP 53 PARCELS 7.01, 117.24, 117.31 & 117.32
FRANKLIN, TENNESSEE

NOT FOR
CONSTRUCTION



rev.	date
△	
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GCJ Job No. 14007
October 2, 2014

S H E E T

C4.0

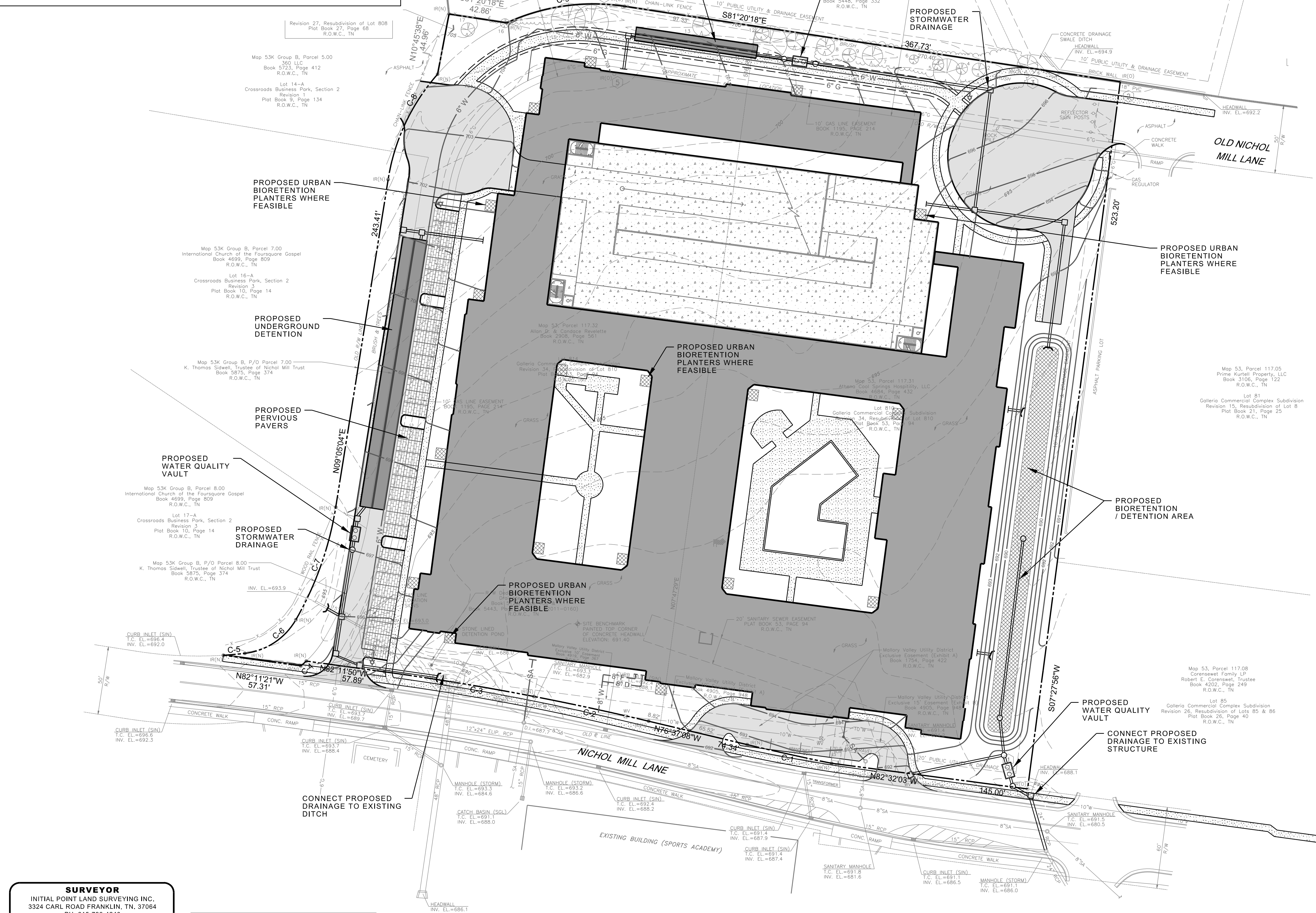
COF # 4564

STORMWATER MANAGEMENT REGULATING PLAN:

THE EXISTING 6.19-ACRE PROJECT SITE IS CURRENTLY UNDEVELOPED AND CONSISTS PRIMARILY OF FLAT, GENTLE SLOPING GRASSY AREAS. UPON COMPLETION OF CONSTRUCTION OF THE PROPOSED RESIDENTIAL APARTMENT COMPLEX, THE SITE WILL CONTAIN PREDOMINATELY IMPERVIOUS HARDSCAPE AREAS.

IN ORDER TO MEET THE CITY OF FRANKLIN STORMWATER REGULATIONS, THE SITE WILL BE DESIGNED TO TREAT STORMWATER RUNOFF PRIOR TO DISCHARGE. STORMWATER RUNOFF WILL BE COLLECTED BY A NETWORK OF STORM DRAINAGE PIPING, THEN ROUTED THROUGH SEVERAL STORMWATER TREATMENT TRAINS. LOW IMPACT DEVELOPMENT (LID) PRACTICES WILL BE INCORPORATED WHERE FEASIBLE FOR THE PROJECT. THIS WILL BE ACCOMPLISHED WITH SOME COMBINATION OF DOWNSPOUT DISCONNECTIONS, URBAN BIOTRETENTION AREAS AND PERVIOUS BRICK PAVERS. WATER QUALITY UNITS WILL BE UTILIZED WHERE NECESSARY.

DUE TO THE LIMITED AMOUNT OF OPEN SPACE ON THE PROJECT, DETENTION REQUIREMENTS WILL BE SATISFIED BY USE OF UNDERGROUND DETENTION CHAMBERS AND SURFACE DETENTION WHERE AVAILABLE. THE DETENTION FACILITIES WILL BE DESIGNED USING THE SOIL CONSERVATION SERVICE (SCS) HYDROLOGIC METHOD. THE DETENTION OUTLETS WILL BE SIZED TO CONTROL THE POST-DEVELOPED PEAK FLOWS FOR A 24-HOUR STORM FOR THE 2-YR, 5-YR, 10-YR, 25-YR, 50-YR, AND 100-YR STORM EVENTS.



SITE DATA CHART

PROJECT NAME:	NICHOL MILL LOFTS
PROJECT NUMBER:	4564
SUBDIVISION:	GALLERIA COMMERCIAL COMPLEX SUBDIVISION
LOT NUMBER:	810, 814
ADDRESS:	447 NICHOL MILL LANE
CITY:	FRANKLIN, TN
STATE:	WILLIAMSON
CIVIL DISTRICT:	TENNESSEE
MAP, GROUP, PARCEL NUMBERS:	8TH CIVIL DISTRICT MAP 53 PARCELS 7.01, 117.24, 117.31, 117.32
EXISTING ZONING:	GENERAL COMMERCIAL (GC)
PROPOSED ZONING:	SD-R 58.8
CHARACTER AREA OVERLAY:	MECO-4
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
TOTAL AC:	6.19 AC
TOTAL SF:	269,493 SF

OWNERS:	ALLEN D & CANDACE REVELETTE 5209 COLFAX COURT BRENTWOOD, TN 37027 PO BOX 681812 FRANKLIN, TN 37068 615.638.2323
	ATHENA COOL SPRINGS HOSPITALITY SUNIL PATEL 2521 ELM HILL PIKE NASHVILLE, TN 37214 615.479.0581
	NICHOL MILL TRUST TOM SIDWELL 121 FIRST AVE S. SUITE 200 FRANKLIN, TN 37064 tsidwell@sidwell-barrett.com

PLANNER/LANDSCAPE ARCHITECT:	GREG GAMBLE
ADDRESS:	144 SOUTHEAST PARKWAY SUITE 200 FRANKLIN, TN 37064 615.975.5765
OFFICE PHONE:	GREG GAMBLE
CONTACT:	GREGGAMBLE209@GMAIL.COM
EMAIL ADDRESS:	

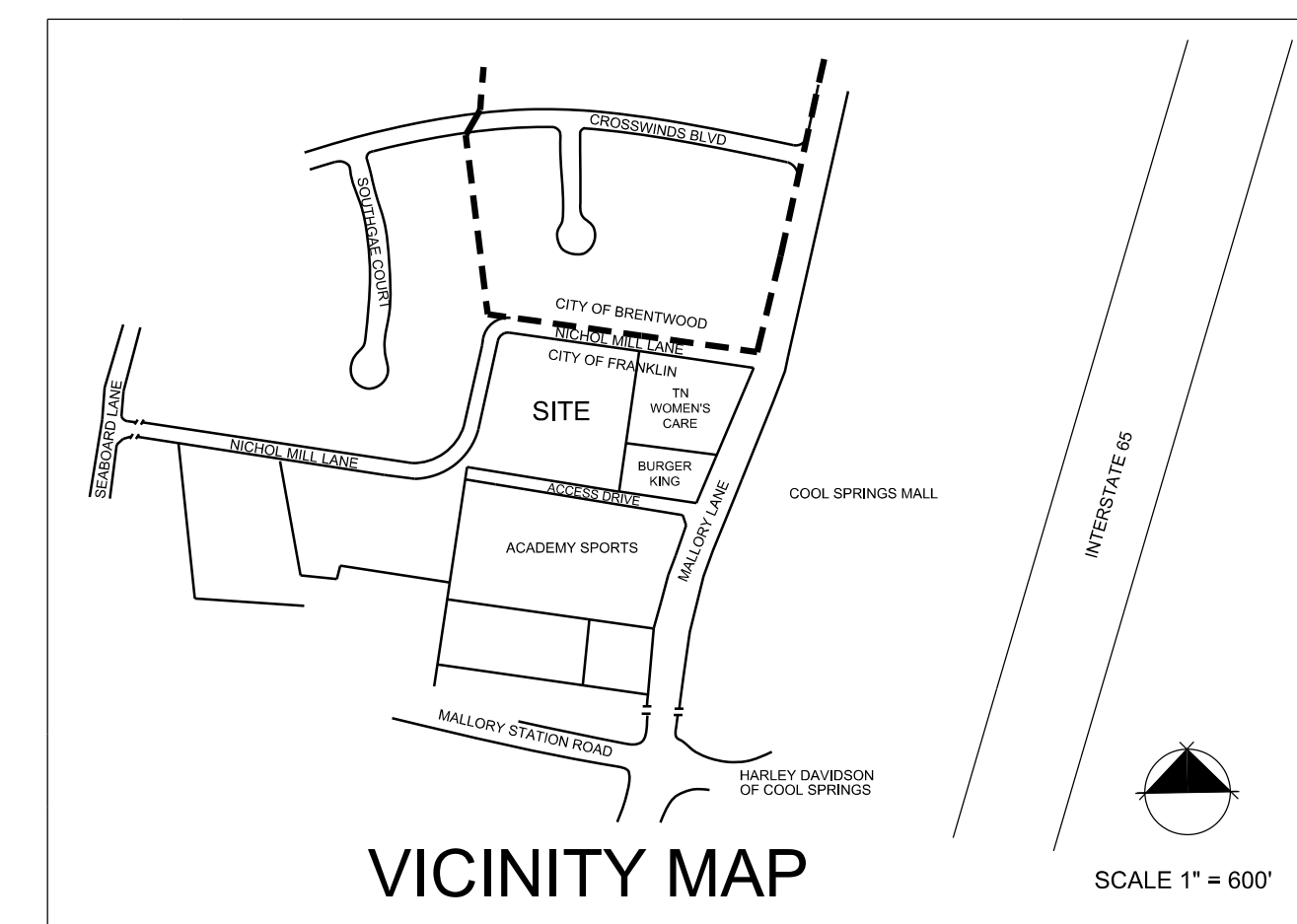
BUILDING SETBACKS:	NORTH 25'; SOUTH 28'; EAST 53'; WEST 70';
BUILDING SQUARE FOOTAGE:	N/A
BUILDING UNITS:	364 TOTAL 277 ONE-BEDROOM UNITS 87 TWO-BEDROOM UNITS
RESIDENTIAL DENSITY:	58.8 DUA
BUILDING HEIGHT:	50'
LANDSCAPE SURFACE RATIO:	.29
MINIMUM LANDSCAPE SURFACE RATIO:	.10
MINIMUM PARKING REQUIREMENT:	1.5 PER 1 BEDROOM 2.5 PER 2 BEDROOM

MAXIMUM PARKING LIMIT:	N/A
EXISTING PARKING:	635 TOTAL SPACES
PARKING PROVIDED:	39 SURFACE SPACES 596 GARAGE SPACES
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TREE CANOPY PRESERVATION PROVIDED:	6,724 SF (100% OF EXISTING)
PARKLAND (IF APPLICABLE):	FEE IN LIEU

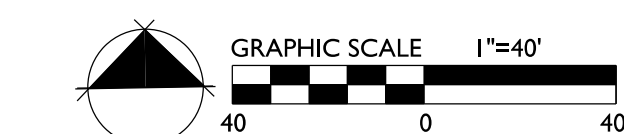
Civil Engineers | Architects | Planners

Barge
Cauthen
& ASSOCIATES

6606 CHARLOTTE PIKE, SITE 210
NASHVILLE, TENNESSEE 37209
615.356.9911 PHONE
615.352.6737 FAX
BCA JOB NO. 2793-04



STORMWATER MANAGEMENT PLAN



THIS PROPERTY DOES NOT LIE IN AN AREA DESIGNATED AS A SPECIAL FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP 47187C0204 F, LAST REVISED SEPTEMBER 29, 2006.

THIS SITE PLAN HAS BEEN DESIGNED TO MEET THE CITY OF FRANKLIN STANDARDS AND THE APPROVAL OF THE PLANNING COMMISSION. CHANGES SHALL NOT BE MADE TO THE APPROVED SITE PLAN UNLESS APPROVED BY EITHER THE RELEVANT DEPARTMENT SUPERINTENDENT OR THE PLANNING COMMISSION.

SURVEYOR
INITIAL POINT LAND SURVEYING INC.
3324 CARL ROAD FRANKLIN, TN, 37064
PH: 615-780-4240

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AS THE DESIGN ENGINEER RESPONSIBLE FOR THE DEVELOPMENT OF THESE PLANS, I DO HEREBY CERTIFY THAT THIS DEVELOPMENT WILL DISTURB ONE (1) OR MORE ACRES AND A N.O.I. HAS BEEN FILED WITH THE STATE OF TENNESSEE.

I hereby certify that I am the Erosion Prevention and Sediment Control Specialist for this project, until an alternate is designated by the contractor:

ENGINEER DATE

ENGINEER DATE

GDC
GAMBLE
DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND LANDSCAPE ARCHITECTURE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggamble209@gmail.com
615.975.5765

NICHOL MILL LOFTS
DEVELOPMENT PLAN
MAP 53 PARCELS 7.01, 117.24, 117.31 & 117.32
FRANKLIN, TENNESSEE

NOT FOR CONSTRUCTION

rev. date

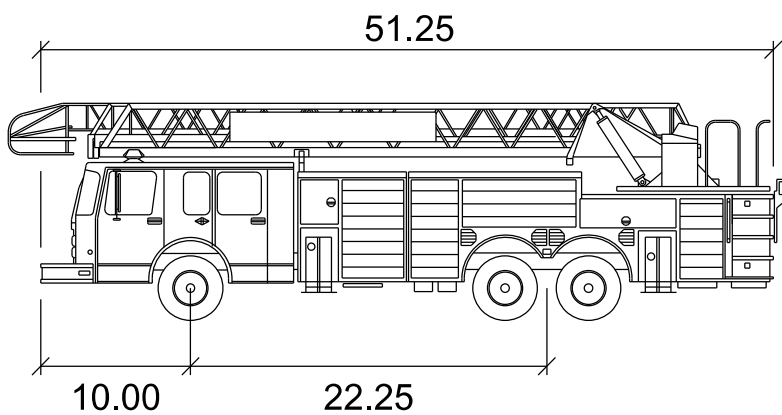
AGRICULTURE
10-02-14

GCG Job No. 14007
October 2, 2014

SHEET

C5.0

COF # 4564



FEET
Width : 8.66
Track : 8.00
Lock to Lock Time : 6.0
Steering Angle : 42.0

Franklin, TN - Fire Truck

PROPOSED AUTOTURN
FIRE TRUCK MOVEMENT

Map 53K Group B, Parcel 7.00
International Church of the Foursquare Gospel
Book 4699, Page 809
R.O.W.C., TN
Lot 16-A
Crossroads Business Park, Section 2
Revision 3
Plot Book 10, Page 14
R.O.W.C., TN
Map 53K Group B, P/O Parcel 7.00
K. Thomas Sidwell, Trustee of Nichol Mill Trust
Book 5875, Page 374
R.O.W.C., TN

Map 53K Group B, Parcel 8.00
International Church of the Foursquare Gospel
Book 4699, Page 809
R.O.W.C., TN
Lot 17-A
Crossroads Business Park, Section 2
Revision 3
Plot Book 10, Page 14
R.O.W.C., TN

Map 53K Group B, P/O Parcel 8.00
K. Thomas Sidwell, Trustee of Nichol Mill Trust
Book 5875, Page 374
R.O.W.C., TN

PROPOSED AUTOTURN
FIRE TRUCK MOVEMENT

N82°11'21"W
57.31'

N09°05'04"E
243.41'

BRENTWOOD CORPORATE LIMITS
FRANKLIN CORPORATE LIMITS

Map 53K Group A, Parcel 6.00
Axe Enterprises Partnership
Book 5971, Page 687
R.O.W.C., TN
Lot 6-A
Crossroads Business Park, Section 1
Revision to Lots 6-A, 7 & 8
Plot Book 51, Page 97
R.O.W.C., TN

Alan D. & Candace Revelette
Book 5443, Page 542 (COF #2011-0157)
R.O.W.C., TN
Agreement for Conveyance of Land for
Nichol Mill Lane Resignment
Book 4819, Page 386
R.O.W.C., TN

EMERGENCY VEHICLE
ACCESSIBLE PATH

Athena Cool Springs Hospitality, LLC
Book 5448, Page 332
R.O.W.C., TN

Commerce Place Office Condominiums
Morris W. Mashburn, III
Master Deed Book 4307, Page 453
R.O.W.C., TN

Lot 4-A
Crossroads Business Park, Section 1
Revision to Lots 4-A, 5
Plot Book 9, Page 124
R.O.W.C., TN

PROPOSED AUTOTURN
FIRE TRUCK MOVEMENT

OLD NICHOL
MILL LANE

Map 53, Parcel 117.05
Prime Kurle Property, LLC
Book 3106, Page 122
R.O.W.C., TN
Lot 81
Galleria Commercial Complex Subdivision
Revision 15, Resubdivision of Lot 8
Plot Book 21, Page 25
R.O.W.C., TN

Map 53, Parcel 117.08
Corensell Family LP
Robert E. Corensell, Trustee
Book 4202, Page 249
R.O.W.C., TN
Lot 85
Galleria Commercial Complex Subdivision
Revision 26, Resubdivision of Lots 85 & 86
Plot Book 26, Page 40
R.O.W.C., TN

PROPOSED AUTOTURN
FIRE TRUCK MOVEMENT

THIS PROPERTY DOES NOT LIE IN AN AREA DESIGNATED AS A SPECIAL
FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT
AGENCY FLOOD INSURANCE RATE MAP 47187C0204 F, LAST REVISED
SEPTEMBER 29, 2006.

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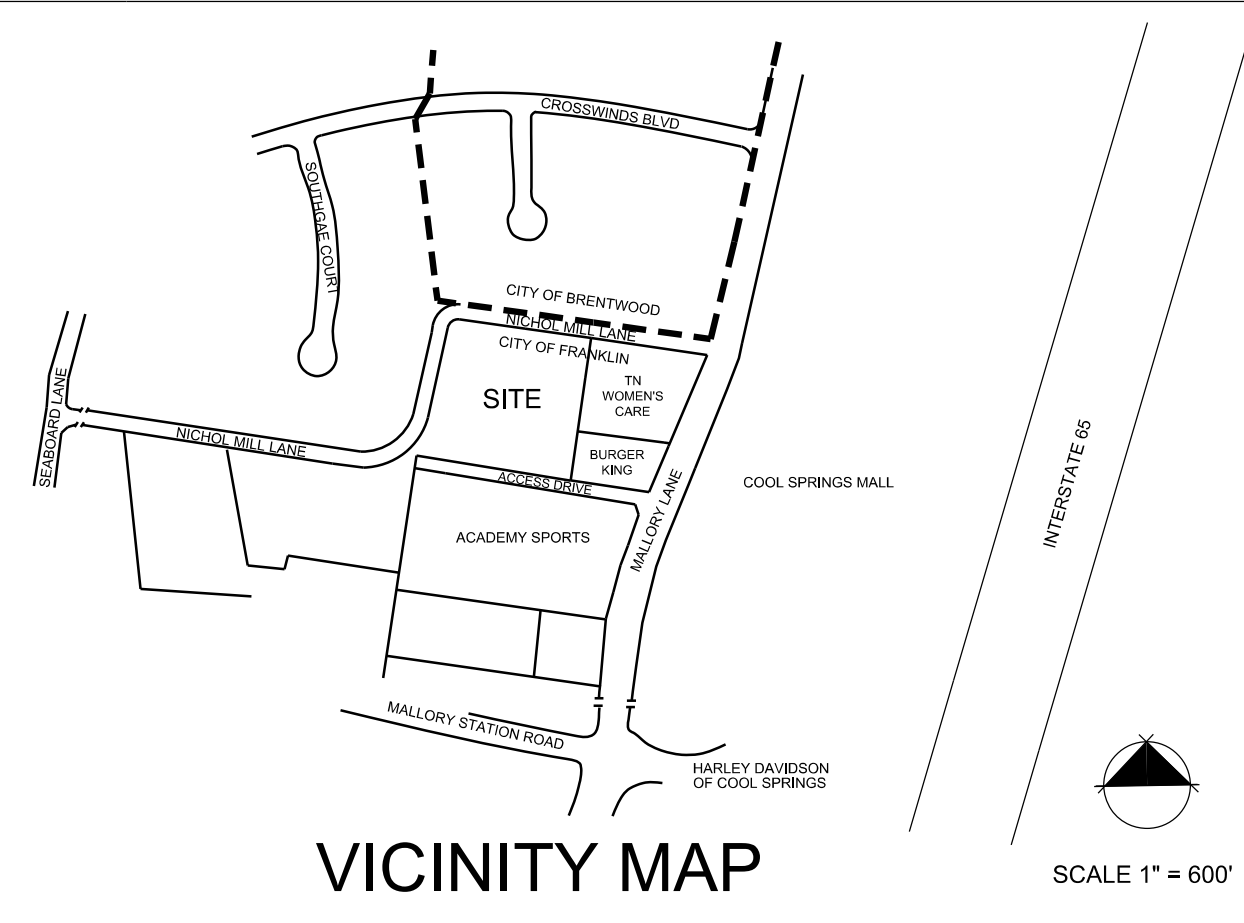
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CIVIL DISTRICT:	8TH CIVIL DISTRICT
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PROPOSED ZONING:	SD-R 58.8
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TOTAL AC:	6.19 AC
TOTAL SF:	269,493 SF
OWNERS:	ALLEN D & CANDACE REVELETTE 5209 COLFAX COURT BRENTWOOD, TN 37027 PO BOX 681812 FRANKLIN, TN 37068 615.638.2323 ATHENA COOL SPRINGS HOSPITALITY SUNIL PATEL 2521 ELM HILL PIKE NASHVILLE, TN 37214 615.479.0581 NICHOL MILL TRUST TOM SIDWELL 121 FIRST AVE S, SUITE 200 FRANKLIN, TN 37064 tsidwell@sidwell-barrett.com
PLANNER/LANDSCAPE ARCHITECT:	GREG GAMBLE
ADDRESS:	144 SOUTHEAST PARKWAY SUITE 200 FRANKLIN, TN 37064 615.975.5765 GREG GAMBLE GREGGAMBLE209@GMAIL.COM
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PARKLAND (IF APPLICABLE):	FEE IN LIEU

Civil Engineers | Architects | Planners

Barge Caithen & Associates

6606 CHARLOTTE PIKE, SITE 210
NASHVILLE, TENNESSEE 37209
615.356.9911 PHONE
615.352.6737 FAX
BCA JOB NO. 2793-04



AUTOTURN EXHIBIT



SURVEYOR
INITIAL POINT LAND SURVEYING INC.
3324 CARL ROAD FRANKLIN, TN. 37064
PH: 615-780-4240

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DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggamble209@gmail.com
615.975.5765

NICHOL MILL LOFTS
DEVELOPMENT PLAN
MAP 53 PARCELS 7.01, 117.24, 117.31 & 117.32
FRANKLIN, TENNESSEE

NOT FOR
CONSTRUCTION

rev. date

△
△
△
△

GCG Job No. 14007
October 2, 2014



ARCHITECTURAL PERSPECTIVE



ARCHITECTURAL ELEVATION - EAST

ARCHITECTURAL DATA:

BUILDING HEIGHT: 4 STORIES

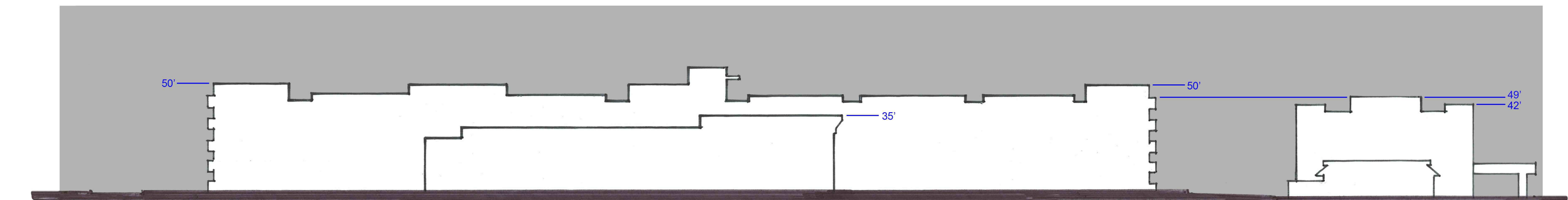
NICHOL MILL LOFTS IS A FOUR STORY CLASS A MULTIFAMILY DEVELOPMENT LOCATED ON NICHOL MILL LANE IN FRANKLIN, TENNESSEE. THE 406 UNIT DEVELOPMENT WILL BE AN URBAN STYLE DEVELOPMENT WITH A WRAPPED PARKING STRUCTURE. THE PROPOSED ARCHITECTURAL STYLE WILL BE CONTEMPORARY WITH EXTERIOR BUILDING MATERIALS CONSISTENT WITH COOL SPRINGS. THE CLUBHOUSE IS LOCATED ON THE FIRST FLOOR FACING NICHOL MILL LANE AND WILL OFFER AMENITIES INCLUDING A POOL, COFFEE BISTRO AND SUNDRIES SHOP, FITNESS FACILITIES, AND A BUSINESS CENTER. NICHOL MILL LOFTS CATER TO YOUNG PROFESSIONALS AND ACTIVE ADULT SENIORS.

MATERIALS LIST:

BRICK
STONE VENEER
ARCHITECTURAL METAL TILE PANEL
FIBER CEMENT SIDING

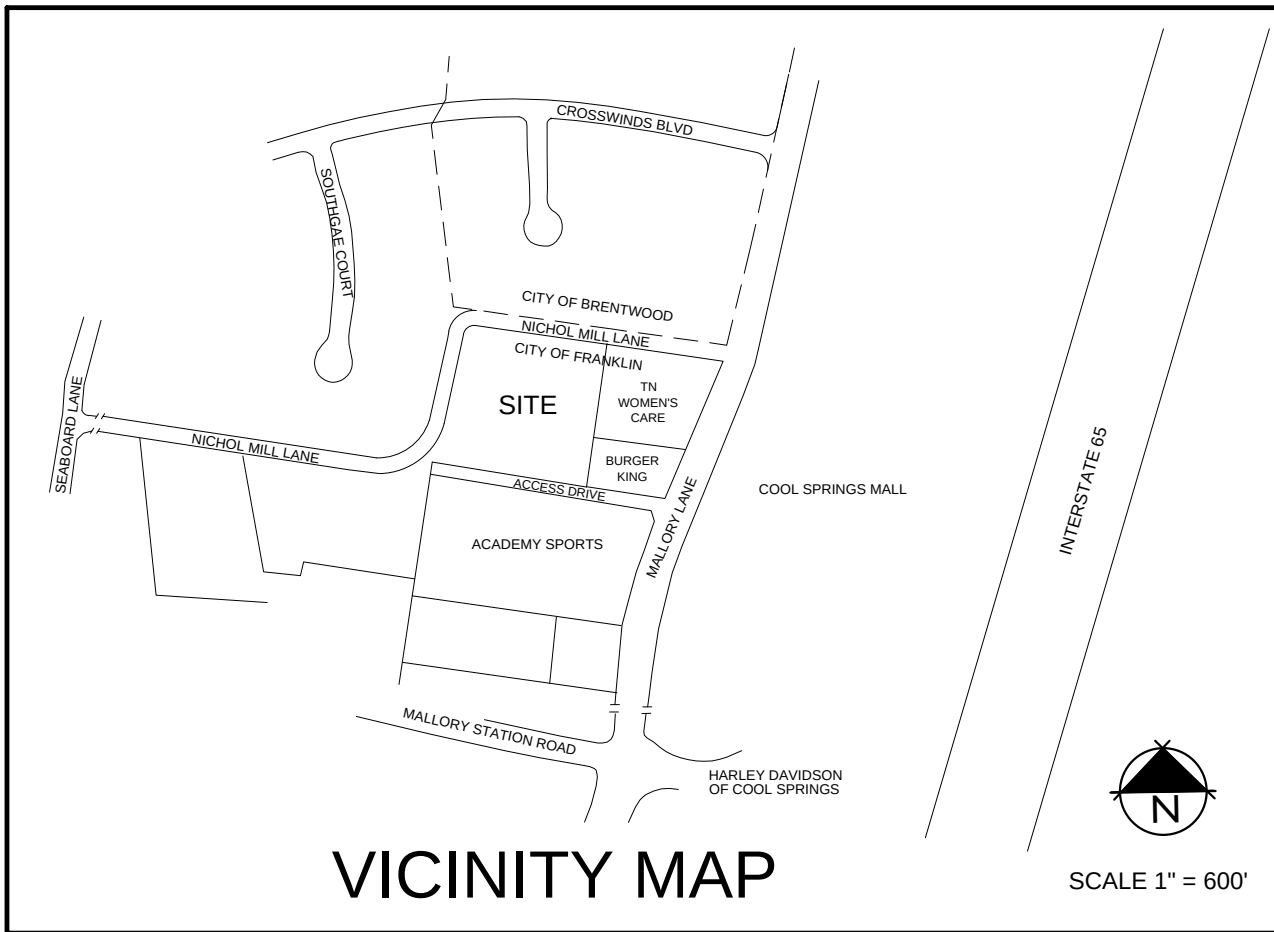


ARCHITECTURAL ELEVATION - SOUTH

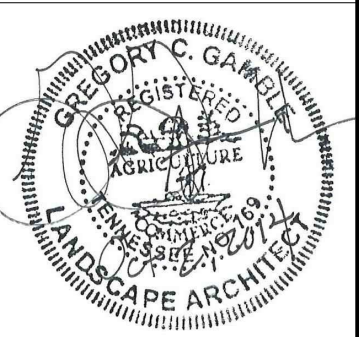


HEIGHT DIAGRAM

SITE DATA CHART	
PROJECT NAME:	NICHOL MILL LOFTS
PROJECT NUMBER:	4594
SUBDIVISION:	GALLERIA COMMERCIAL COMPLEX SUBDIVISION
LOT NUMBER:	810, 814
ADDRESS:	447 NICHOL MILL LANE
CITY:	FRANKLIN, TN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	8TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	MAP 53 PARCELS 7.01, 117.24, 117.31, 117.32
EXISTING ZONING:	GENERAL COMMERCIAL (GC)
PROPOSED ZONING:	SD-R 68.8
CHARACTER AREA OVERLAY:	MECO-4
APPLICABLE DEVELOPMENT STANDARD:	TRADITIONAL
TOTAL AC:	6.19 AC
TOTAL SF:	269,493 SF
OWNERS:	ALLEN D. & CANDACE REVELLETTE 5209 COLFAX COURT BRENTWOOD, TN 37027 PO BOX 861812 FRANKLIN, TN 37068 615.838.2323
	ATHENA COOL SPRINGS HOSPITALITY SUNIL PATEL 2521 ELM HILL PIKE NASHVILLE, TN 37214 615.479.0581
	NICHOL MILL TRUST TOM SIDWELL 121 FIRST AVE S, SUITE 200 FRANKLIN, TN 37064 tsidwell@sidwell-barrett.com
PLANNER/LANDSCAPE ARCHITECT:	GREG GAMBLE 144 SOUTHEAST PARKWAY SUITE 230 FRANKLIN, TN 37064 615.975.5785
OFFICE PHONE:	GREG GAMBLE
CONTACT:	GREGGAMBLE209@GMAIL.COM
EMAIL ADDRESS:	



ARCHITECTURAL ELEVATIONS



rev.	date
1	6-5-14
2	7-3-14
3	9-8-14
4	10-2-14

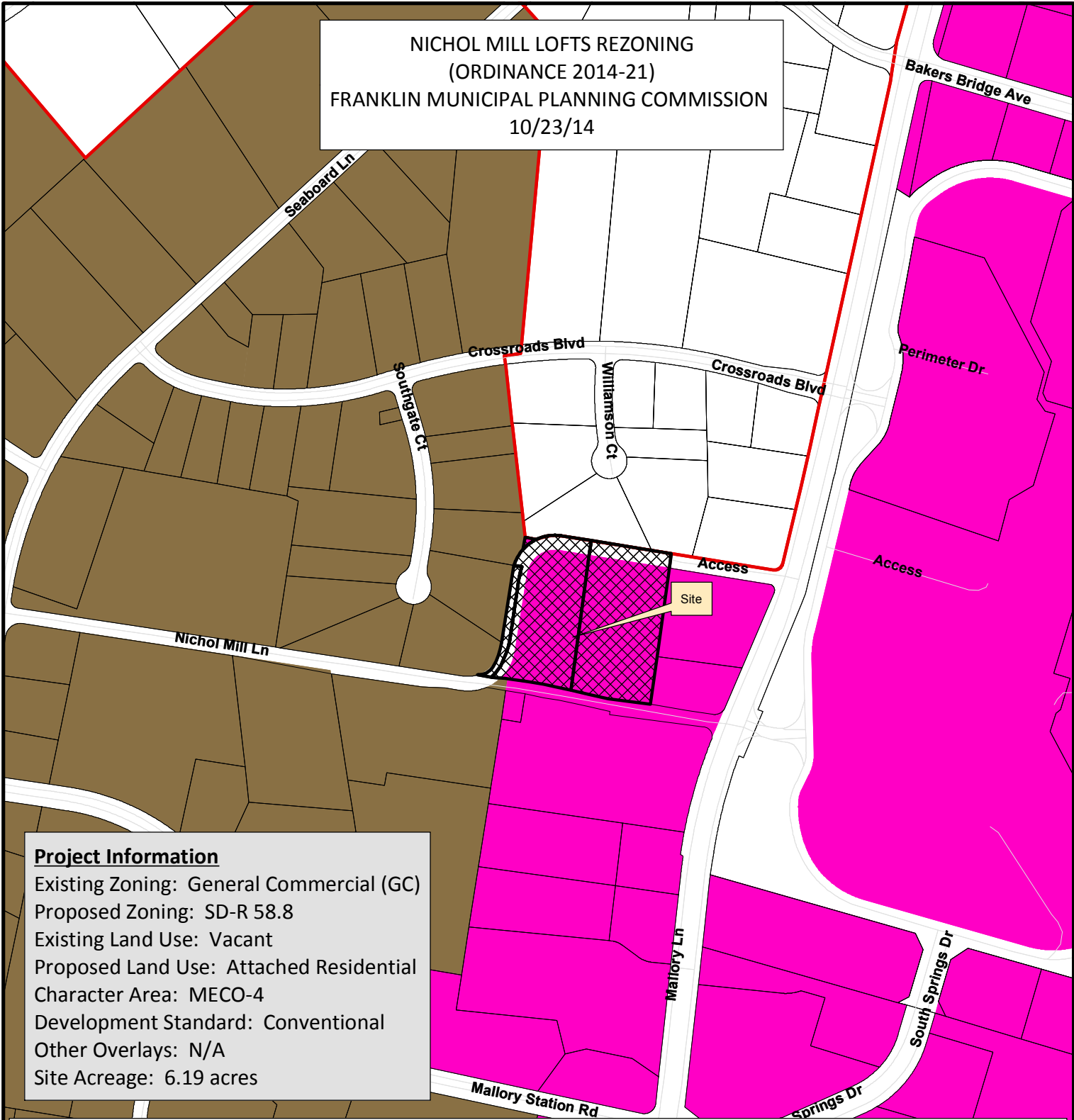
GCG Job No. 14007
MAY 12, 2014

SHEET

A1.0

COF # 4564

NICHOL MILL LOFTS REZONING
(ORDINANCE 2014-21)
FRANKLIN MUNICIPAL PLANNING COMMISSION
10/23/14



Project Information

Existing Zoning: General Commercial (GC)
Proposed Zoning: SD-R 58.8
Existing Land Use: Vacant
Proposed Land Use: Attached Residential
Character Area: MECO-4
Development Standard: Conventional
Other Overlays: N/A
Site Acreage: 6.19 acres

- | | |
|--|-------------------------------------|
| AG Agricultural District | SD-X Specific Development-Variety |
| ER Estate Residential | OR Office Residential District |
| R-1 Residential District | GO General Office District |
| R-2 Residential District | CC Central Commercial District |
| R-3 Residential District | NC Neighborhood Commercial District |
| R-6 Historic Core Residential District | GC General Commercial District |
| RM-10 Attached 10 Residential District | LI Light Industrial District |
| RM-15 Attached 15 Residential District | HI Heavy Industrial District |
| RM-20 Attached 20 Residential District | CI Civic and Institutional District |
| SD-R Specific Development-Residential | Nichol Mill Lofts PUD |



0 250 500 1,000
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 2014-21

TO BE ENTITLED "AN ORDINANCE TO REZONE 6.19 ACRES FROM GENERAL COMMERCIAL (GC) TO SPECIFIC DEVELOPMENT-RESIDENTIAL DISTRICT (SD-R 58.8) FOR THE PROPERTY LOCATED AT 427 NICHOL MILL LANE."

WHEREAS, the City of Franklin, Tennessee encourages responsibly placed density and appropriate base zoning districts for multiple kinds of projects; and

WHEREAS, the proposed SD-R zone would allow for residential development with the maximum density specified.

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

SECTION I: The following described property shall be, and are hereby, rezoned from its present zoning classification of General Commercial (GC) to Specific Development-Residential District (SD-R 58.8):

Being land in the City of Franklin, Eighth Civil District, Williamson County, Tennessee, located 243 feet west of the Nichol Mill Lane and Mallory Lane intersection, also being a portion of property conveyed to Allan D. & Candace Revelette, (Map 53 Parcels 117.32 & 117.24) and by deed of record in Deed Book 2908, Page 561, R.O.W.C.; Athena Cool Springs Hospitality, LLC, (Map 53 Parcel 117.31) and by deed of record in Deed Book 4684, Page 432, R.O.W.C.; and K. Thomas Sidwell, Trustee of Nichol Mill Trust, (Map 53K Group B Parcel 7.01) and by deed of record in Deed Book 5875, Page 374, and being more particularly described as follows:

Beginning at a point on the northerly right-of-way line of Nichol Mill Lane:

THENCE, with said northerly right-of-way line of Nichol Mill Lane the following calls; N 82°32'03"W, 145.00 feet to an iron rod (new);

With a curve to the right an arc distance of 63.35 feet to an iron rod (new), said curve having a central angle of 01°50'13", a radius of 1975.80 feet, a tangent of 31.68 feet, and a chord of N 76°37'08"W, 74.34 feet to an iron rod (new);

With a curve to the left an arc distance of 86.06 feet to an iron rod (new), said curve having a central angle of 02°26'07", a radius of 2024.77 feet, a tangent of 43.04 feet, and a chord of N 77°50'12"E, 86.06;

With a curve to the left an arc distance of 111.12 feet to an iron rod (new), said curve having a central angle of 03°08'37", a radius of 2025.37 feet, a tangent of 55.57 feet, and a chord of N 80°37'33"W, 111.11;

N 82°11'50"W, 57.89 feet to an iron rod (new);

With a curve to the left an arc distance of 5.33 feet to an iron rod (new), said curve having a central angle of 04°05'07", a radius of 74.82 feet, a tangent of 2.67 feet, and a chord of S 48°55'29"W, 5.33;
 N 82°11'21"W, 57.31 feet to an iron rod (new);
 With a curve to the left an arc distance of 15.83 feet to an iron rod (new), said curve having a central angle of 04°05'07", a radius of 294.63 feet, a tangent of 7.91 feet, and a chord of N 84°52'39"E, 15.82;
 With a curve to the left an arc distance of 46.44 feet to an iron rod (new), said curve having a central angle of 53°24'07", a radius of 49.82 feet, a tangent of 25.06 feet, and a chord of N 56°38'14"E, 44.77;
 With a curve to the left an arc distance of 88.12 feet to an iron rod (new), said curve having a central angle of 20°50'57", a radius of 242.15 feet, a tangent of 44.55 feet, and a chord of N 19°30'41"E, 87.63;
 N 09°05'04"E, 243.41 feet to an iron rod (new);
 With a curve to the right an arc distance of 86.48 feet to an iron rod (new), said curve having a central angle of 32°31'46", a radius of 152.32 feet, a tangent of 44.44 feet, and a chord of N 25°08'42"E, 85.32;
 N 10°45'38"E, 44.96 feet to an iron rod (new):
 S 81°20'18"E, 42.86 feet to an iron rod (new):
 With a curve to the right an arc distance of 88.50 feet to an iron rod (new), said curve having a central angle of 33°17'23", a radius of 152.32 feet, a tangent of 45.54 feet, and a chord of N 82°00'58"E, 87.26;
 S 81°20'18"E, 367.73 feet to an iron rod (new);
 S 07°27'56"W, 523.20 feet to the point of beginning and being 269,492 square feet or 6.19 acres± more or less.
 A portion of this property also being lot numbers 810 and 814 on the final plat of Galleria Complex Subdivision Revision 34 as of record in Plat Book 53, Page 94 in the Register's Office for Williamson County, Tennessee.

Zoning Reference Number: 14-04:

Map-Group-Parcel	Acres
053---11732	±2.66
053---11731	±3.26
053---11724	±0.02
053K-B00701	±0.23
TOTAL	±6.19

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 S. STUCKEY
CITY ADMINISTRATOR/RECORDER

BY: _____
DR. KEN MOORE
MAYOR

PLANNING COMMISSION DEFERRED TO 10/23/14:

7/24/14

PLANNING COMMISSION RECOMMENDED APPROVAL:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

REZONING REQUEST FOR NICHOL MILL LOFTS

447 NICHOL MILL LANE
LOTS 810 & 814, GALLERIA COMMERCIAL SUBDIVISION
MAP 053 PARCELS 7.01, 117.24, 117.31, AND 117.32

OWNERS

ALLAN & CANDACE REVELETTE
5209 COLFAX COURT, BRENTWOOD TN37027

ATHENA COOL SPRINGS HOSPITALITY, LLC
SUNIL PATEL
2521 ELM HILL PIKE, NASHVILLE, TN 37214

NICHOL MILL TRUST
121 FIRST AVE S, SUITE 200, FRANKLIN TN 37064

DEVELOPER

MECKS + PARTNERS
16000 MEMORIAL DRIVE, SUITE 100
HOUSTON, TEXAS 77079
CONTACT: DON MECKS
EMAIL: dmecks@meekspartners.com
PHONE: (281) 558-8787

LANDSCAPE ARCHITECT / PLANNER

JOB NO. 14007

GAMBLE DESIGN COLLABORATIVE, LLC
144 SOUTHEAST PARKWAY, SUITE 200
FRANKLIN TN 37064
CONTACT: GREG GAMBLE, RLA
EMAIL: greggamble209@gmail.com
PHONE: (615) 975-5765

CIVIL ENGINEER

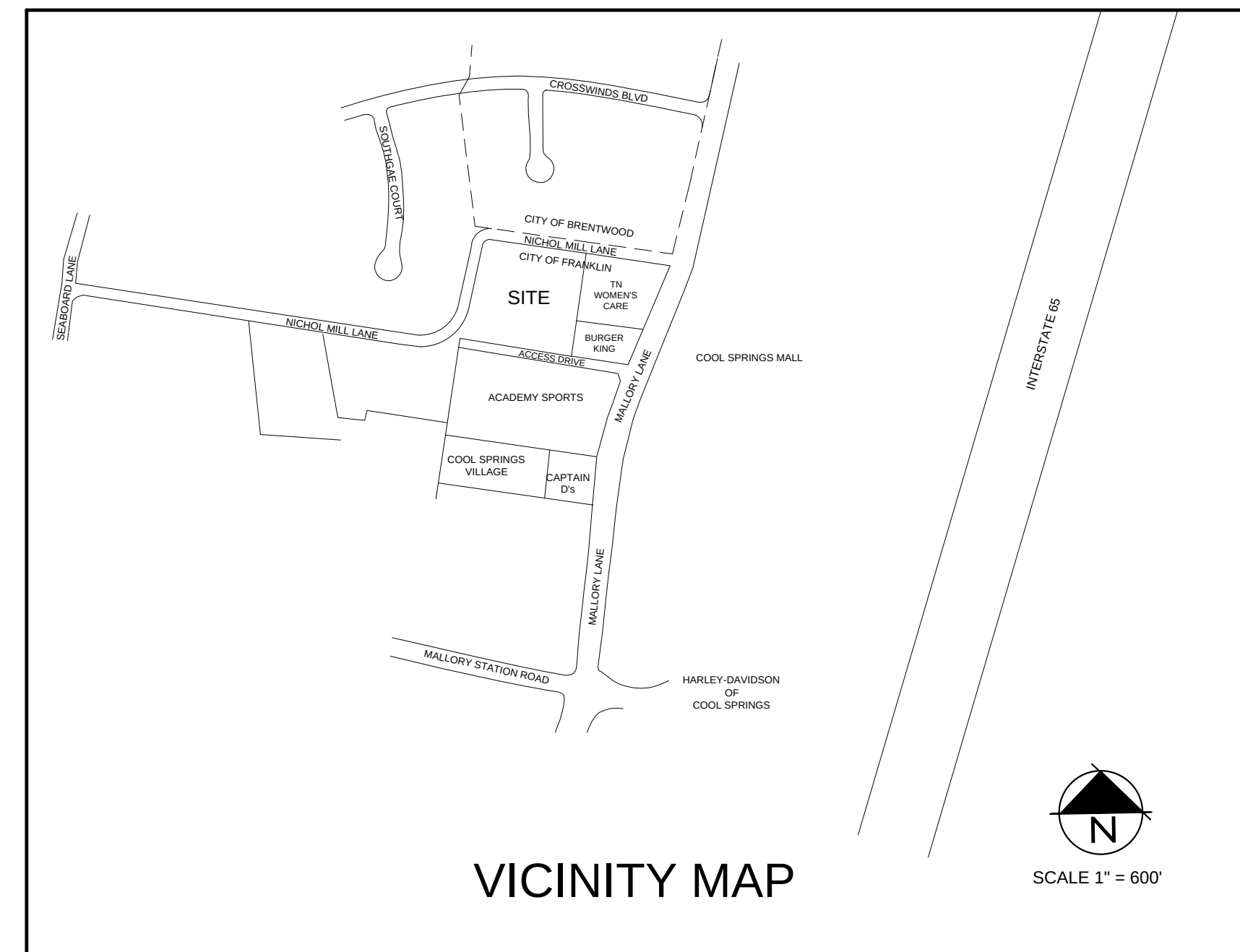
BARGE CAUTHEN
6606 CHARLOTTE PIKE, SUITE 210
NASHVILLE, TENNESSEE 37209
CONTACT: JOHN GORE
EMAIL: jgore@bargecauthen.com
PHONE: (615) 356-9911

TRAFFIC ENGINEER

RPM TRANSPORTATION CONSULTANTS, LLC
1101 17TH AVENUE SOUTH
NASHVILLE, TENNESSEE 37212
CONTACT: AMY L. BURCH, PE
EMAIL: amyburch@rpmtraffic.com
PHONE: O(615)370-8410 C(917)420-0696

SURVEYOR

INITIAL POINT LAND SURVEYING, INC.
3324 CARL ROAD
FRANKLIN, TENNESSEE 37064
CONTACT: L. KEVIN MOREHEAD, RLS 2315
EMAIL: 615790he@bellsouth.net
PHONE: O (615) 790-4240 C (615)
615.548.5852

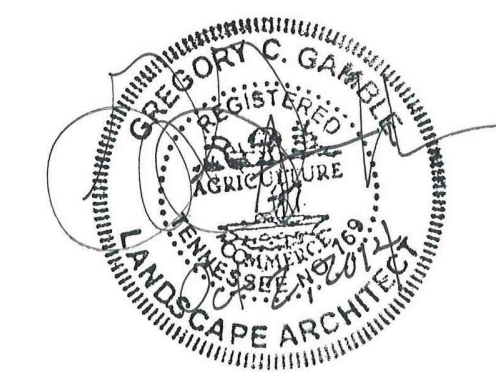


SHEET INDEX

C 0.0	COVER SHEET AND LOCATION MAP
C 1.0	BOUNDARY SURVEY
C 2.0	EXISTING CONDITIONS

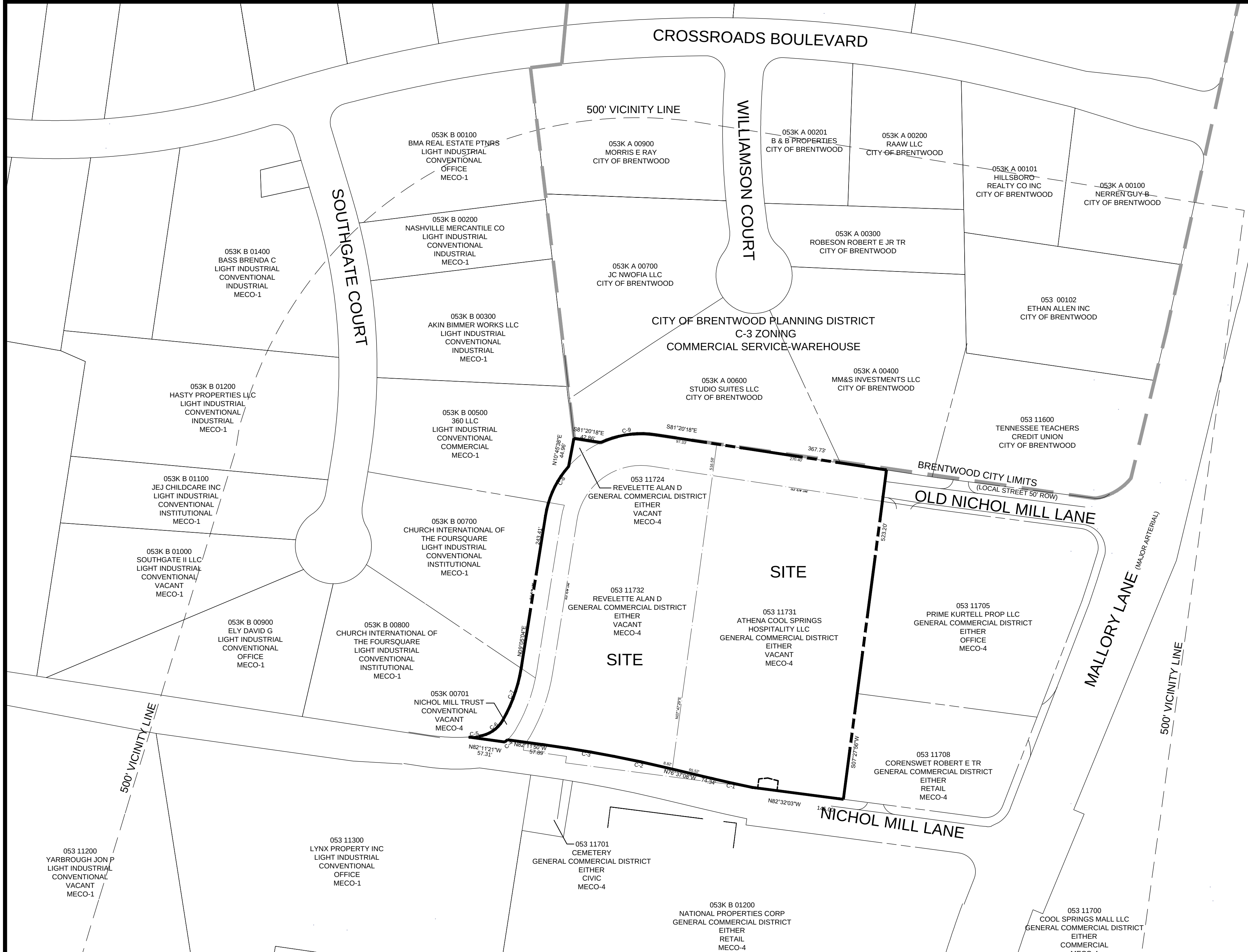
14TH CIVIL DISTRICT OF WILLIAMSON COUNTY
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
greggamble209@gmail.com



OCT 2, 2014
SEP 8, 2014
JULY 3, 2014
JUNE 5, 2014
MAY 12, 2014

COF #4563



STATEMENT OF IMPACTS

WATER
WATER SERVICE WILL BE PROVIDED BY MALLORY VALLEY WATER DISTRICT.
281 - 1 BR APARTMENT UNITS@250 GPD = 70,250 GPD
97 - 2 BR APARTMENT UNITS@350 GPD = 33,950 GPD
POOL (310x1) + (96x2) x 10= 5,200 GPD
CLUBHOUSE (310x1) + (96x2) x 10= 5,020 GPD
TOTAL= 114,420 GPD @ 327 SFUE'S

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

REPURIFIED (REUSE) WATER FACILITIES
REUSE WATER IS CURRENTLY NOT AVAILABLE

STREET NETWORK
THE APPLICANT RECOGNIZES THE REQUIREMENT FOR CONNECTIVITY.
IF CONNECTION WAS MADE TO OLD NICHOL MILL, A MEDIAN CLOSURE WOULD BE REQUIRED ON MALLORY LANE AND EXISTING BUSINESSES WOULD BE COMPROMISED. THEREFORE, DUE TO EXISTING DEVELOPMENT PATTERN, THE PROPOSED PLAN PROVIDES A CULDESAC ON OLD NICHOL MILL, LEAVING THE MEDIAN ON MALLORY LANE OPEN. THE NEW CULDESAC WILL BE CONNECTED TO THE NICHOL MILL LOFTS PARKING LOT WITH A 20' EMERGENCY ACCESS EASEMENT. LANE IMPROVEMENTS ON OLD NICHOL MILL ARE PROPOSED ACCORDING TO THE TRAFFIC IMPACT STUDY.

DRAINAGE
THE PROPERTY DRAINS TO THE SOUTHEAST AND FLOWS INTO THE SOUTH PRONG OF SPENCER CREEK.

POLICE AND FIRE
FRANKLIN FIRE DEPT. MALLORY STATION #3, 370 MALLORY STATION RD - 3.6 MILES DRIVING DISTANCE
FRANKLIN POLICE DEPT. STATION #300 COLUMBIA AVE. - .81 MILES DRIVING DISTANCE

RECREATION FACILITIES
THE FACILITY WILL HOUSE A SWIMMING POOL, OUTDOOR COURTYARD, AND EXERCISE FACILITY FOR RESIDENTS. THE NEAREST CITY OF FRANKLIN PARK IS ASPEN GROVE PARK 1.4 MILES FROM THE SITE.

PROJECTED STUDENT POPULATION
THE STUDENT POPULATION IS PROJECTED AT A RATE OF ONE STUDENT PER 23 UNITS.
378 X .23 = 87 STUDENTS

LIPSCOMB ELEMENTARY, 8011 CONCORD RD, BRTWD 3.9 MILES
BRENTWOOD MIDDLE SCHOOL, 5324 MURRAY LN, BRTWD 7.1 MILES
BRENTWOOD HIGH SCHOOL, 5304 MURRAY LANE, BRTWD 7.3 MILES

REFUSE COLLECTION
REFUSE COLLECTION SERVICE WILL BE PROVIDED BY PRIVATE COLLECTION.

RESTRICTIVE COVENANTS
THE PROPERTY IS RENTAL. THEREFORE, THERE IS NOT A HOMEOWNER'S ASSOCIATION. THE PROPERTY OWNERS WILL MAINTAIN THE BUILDING, GROUNDS, AND ALL FINISHES. THE OWNERS WILL REGULATE THE TENANTS AND THE FACILITY.

MINERAL RIGHTS
NO THIRD PARTY MINERAL RIGHTS ARE ASSOCIATED WITH THIS PROPERTY.

NOTES

1. SURVEY INFORMATION PROVIDED BY INITIAL POINT LAND SURVEYING, INC.
2. TRIP GENERATION DATE PROVIDED BY RPM TRANSPORTATION CONSULTANTS, LLC
3. FIRE HYDRANT FLOW FOR THE HYDRANT
STATIC PRESSURE 110 PSI
RESIDUAL PRESSURE 106 PSI
FLOW 918 GPM
PROJECTED FLOW AT 20 PSI 4,891 GPM
4. THERE ARE NO NATIONAL HISTORIC REGISTER STRUCTURES OR SPACES ON THE SITE NOR WITHIN 500' OF THE PROPERTY.
5. THE BUILDING WILL BE SPRINKLED.
6. BASED ON GRAPHIC PLOTTING OF FEMA FIRM MAP 47187C0204F; DATED 09-29-06; ZONE X, IT HAS BEEN DETERMINED THAT THE PARCEL DOES NOT LIE WITHIN A FLOOD HAZARD ZONE.

CURVE DATA

CURVE No.	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
C-1	01°50'13"	1975.80	31.68'	63.35'	63.35'	N77°32'15"W
C-2	02°26'07"	2024.77'	43.04'	86.06'	86.05'	N77°50'12"W
C-3	03°08'37"	2025.37'	55.57'	111.12'	111.11'	N80°37'33"W
C-4	04°05'07"	74.82'	2.67'	5.33'	5.33'	S48°55'29"W
C-5	03°04'39"	294.63'	7.91'	15.83'	15.82'	N84°52'39"E
C-6	53°24'11"	49.82'	25.06'	46.44'	44.77'	N56°38'14"E
C-7	20°50'57"	44.55'	88.12'	87.63'	87.63'	N19°30'41"E
C-8	32°31'46"	152.32'	44.44'	86.48'	85.32'	N25°08'42"E
C-9	33°17'23"	152.32'	45.54'	88.50'	87.26'	N82°00'58"E

ADJACENT PROPERTY OWNERS

Parcel ID	Owner	Owner Address	City	State	ZIP
053-11300	LYNX PROPERTY INC	PO BOX 993	BRENTWOOD	TN	37024
053-11301	INDUSTRIAL DEVELOPMENT BOARD OF WM C	720 PRINCETON HILLS DR	BRENTWOOD	TN	37027
053-11600	TENNESSEE TEACHERS CREDIT UNION	1400 8TH AVE S	NASHVILLE	TN	37203
053-11700	COOLSPRINGS MALL LLC	2030 HAMILTON PLACE BLVD #500	CHATTANOOGA	TN	37421
053-11701	CEMETERY	MALLORY LN	FRANKLIN	TN	37067
053-11705	PRIME KURTELL PROP LLC	777 37TH ST #A-103	VERO BEACH	FL	32960
053-11708	CORENSWET ROBERT E TR	PO BOX 150749	NASHVILLE	TN	37215
053-11722	J & J WOODARD PROPERTIES LLC	1935 MALLORY LN #110	FRANKLIN	TN	37067
053K-B01200	NATIONAL PROPERTIES CORP	1800 N MASON RD	KATY	TX	77377
053-11724	REVELETTE ALAN D	P O BOX 681812	FRANKLIN	TN	37068-1812
053-11727	H & R PROPERTY LLC	930 W 1ST ST #303	FORT WORTH	TX	76102
053-11731	ATHENA COOL SPRINGS HOSPITALITY LLC	2521 ELM HILL PK	NASHVILLE	TN	37214
053-11732	REVELETTE ALAN D	5209 COLFAX CT	BRENTWOOD	TN	37027
053K-A00100	NERREN GUY B	2244 S BERRYS CHAPEL RD	FRANKLIN	TN	37069
053K-A00101	HILLSBORO REALTY CO INC	4338 CHICKERING LN	NASHVILLE	TN	37215
053K-A00102	ETHAN ALLEN INC	7103 CROSSROADS BLVD	BRENTWOOD	TN	37027
053K-A00200	RAAW LLC	7103-B CROSSROADS BLVD	BRENTWOOD	TN	37027
053K-A00201	B & B PROPERTIES	446 COTTON LN	FRANKLIN	TN	37069
053K-A00300	ROBESON ROBERT E JR TR	1804 WILLIAMSON CT	BRENTWOOD	TN	37027
053K-A00400	MM&S INVESTMENTS LLC	1806 WILLIAMSON CT	BRENTWOOD	TN	37027
053K-A00600	STUDIO SUITES LLC	1805 WILLIAMSON CT	BRENTWOOD	TN	37027
053K-A00700	JC NWOFIA LLC	5660 PEACHTREE IND BLVD	NORCROSS	GA	30071
053K-A00900	MORRIS E RAY	7107 CROSSROADS IND BLVD	BRENTWOOD	TN	37027
053K-B00100	BMA REAL ESTATE PTNRS	9104 CONCORD RD	BRENTWOOD	TN	37027-8205
053K-B00200	NASHVILLE MERCANTILE CO	9191 BRUSHBORO DR	BRENTWOOD	TN	37027
053K-B00300	AKIN BIMMER WORKS LLC	320 SOUTHGATE CT	BRENTWOOD	TN	37027
053K-B00500	360 LLC	316 SOUTHGATE CT	BRENTWOOD	TN	37027
053K-00701	CHURCH INTERNATIONAL OF THE FOURSQUA	121 FIRST AVE S SUITE 200	FRANKLIN	TN	37064
053K-B00700	NICHOL MILL TRUST	316 SOUTHGATE CT	BRENTWOOD	TN	37027
053K-B00800	CHURCH INTERNATIONAL OF THE FOURSQUA	307 SOUTHGATE CT	BRENTWOOD	TN	37027
053K-B00900	ELY DAVID G	308 MALLORY STATION RD	FRANKLIN	TN	37067
053K-B01000	SOUTHGATE II LLC	315 SOUTHGATE CT	BRENTWOOD	TN	37027
053K-B01100	JEI CHILDCARE INC	5209 COUNTRY CLUB DR	BRENTWOOD	TN	37027
053K-B01200	HASTY PROPERTIES LLC	7115 CROSSROADS BLVD	BRENTWOOD	TN	37027
053K-B01400	BASS BRENDA C	308 MALLORY STATION RD	FRANKLIN	TN	37067
053-11200	YARBROUGH JON P				

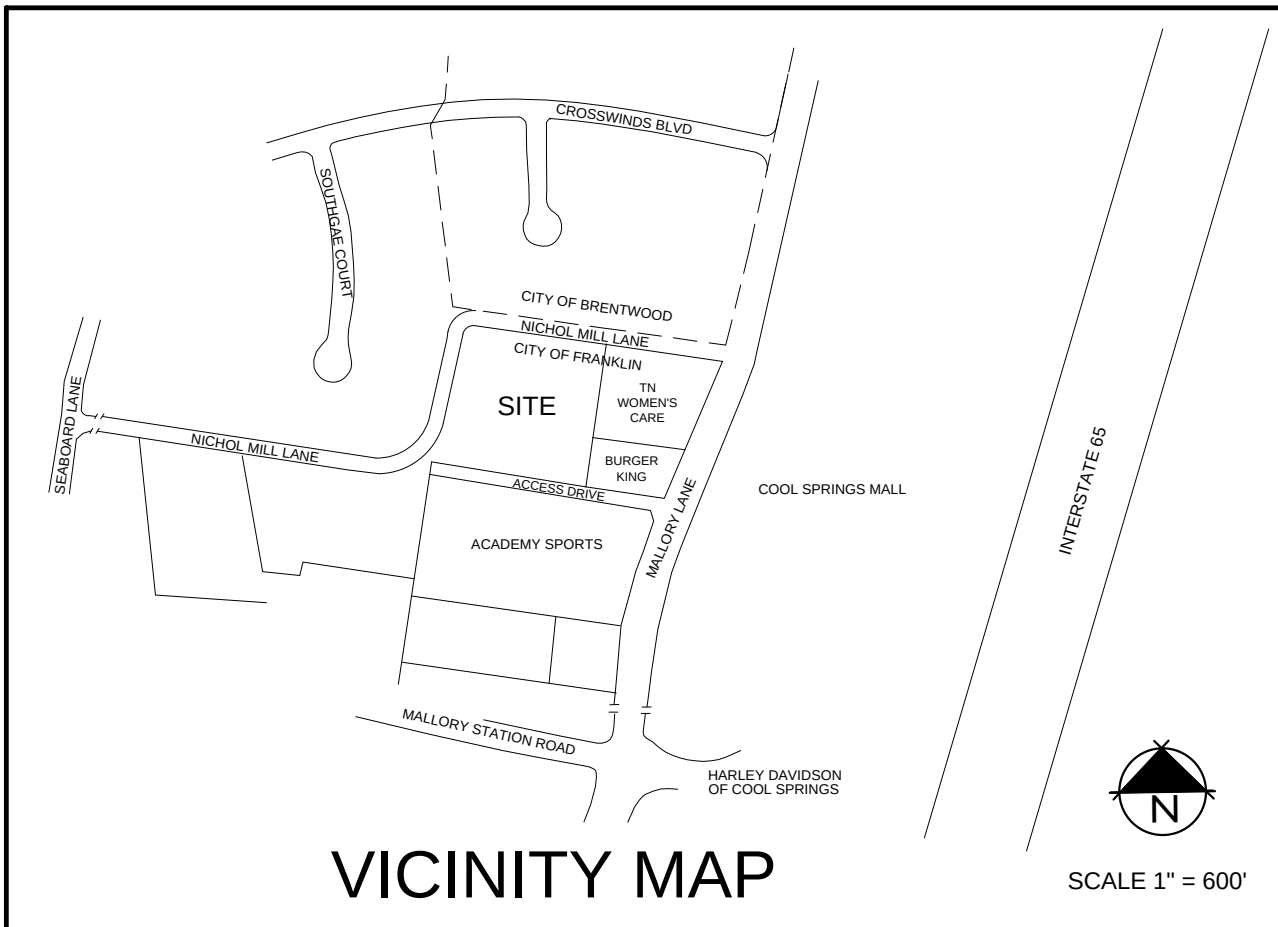
SITE DATA CHART

PROJECT NAME:	NICHOL MILL LOFTS
PROJECT NUMBER:	4564
SUBDIVISION:	GALLERIA COMMERCIAL COMPLEX SUBDIVISION
LOT NUMBER:	810, 814
ADDRESS:	447 NICHOL MILL LANE
CITY:	FRANKLIN, TN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	8TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	MAP 53 PARCELS 7.01, 117.24, 117.31, 117.32
EXISTING ZONING:	GENERAL COMMERCIAL (GC)
PROPOSED ZONING:	SD-R 58.8
CHARACTER AREA OVERLAY:	MECO-4
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
TOTAL AC:	6.19 AC
TOTAL SF:	269,493 SF

OWNERS:	ALLEN D & CANDACE REVELETTE 5209 COLFAX COURT BRENTWOOD, TN 37027 PO BOX 681812 FRANKLIN, TN 37068 615.838.2323
	ATHENA COOL SPRINGS HOSPITALITY SUNIL PATEL 2521 ELM HILL PIKE NASHVILLE, TN 37214 615.479.0581
	NICHOL MILL TRUST TOM SIDWELL 121 FIRST AVE S, SUITE 200 FRANKLIN, TN 37064 tsidwell@sidwell-barrett.com

PLANNER/LANDSCAPE ARCHITECT:	GREG GAMBLE
ADDRESS:	144 SOUTHEAST PARKWAY SUITE 200 FRANKLIN, TN 37064 615.975.5765 GREG GAMBLE GREGGAMBLE209@GMAIL.COM
OFFICE PHONE:	
CONTACT:	
EMAIL ADDRESS:	

BUILDING SETBACKS:	NORTH 25'; SOUTH 28'; EAST 53'; WEST 70';
BUILDING SQUARE FOOTAGE:	N/A
BUILDING UNITS:	364 TOTAL 277 ONE-BEDROOM UNITS 87 TWO-BEDROOM UNITS
RESIDENTIAL DENSITY:	58.8 DUA
BUILDING HEIGHT:	50'
LANDSCAPE SURFACE RATIO:	.29
MINIMUM LANDSCAPE SURFACE RATIO:	.10
MINIMUM PARKING REQUIREMENT:	1.5 PER 1 BEDROOM 2.5 PER 2 BEDROOM
	277 (1BR) x 1.5 SPACES = 416 87 (2 BR) x 2.5 SPACES = 218 TOTAL SPACES REQUIRED: 634
MAXIMUM PARKING LIMIT:	N/A
EXISTING PARKING:	635 TOTAL SPACES
PARKING PROVIDED:	39 SURFACE SPACES 596 GARAGE SPACES
TREE CANOPY EXISTING:	6,724 SF EXISTING (2.5% OF TOTAL SITE)
TREE CANOPY PRESERVATION REQUIRED:	3,631 SF (54% OF EXISTING)
TREE CANOPY PRESERVATION PROVIDED:	6,724 SF (100% OF EXISTING)
PARKLAND (IF APPLICABLE):	FEE IN LIEU

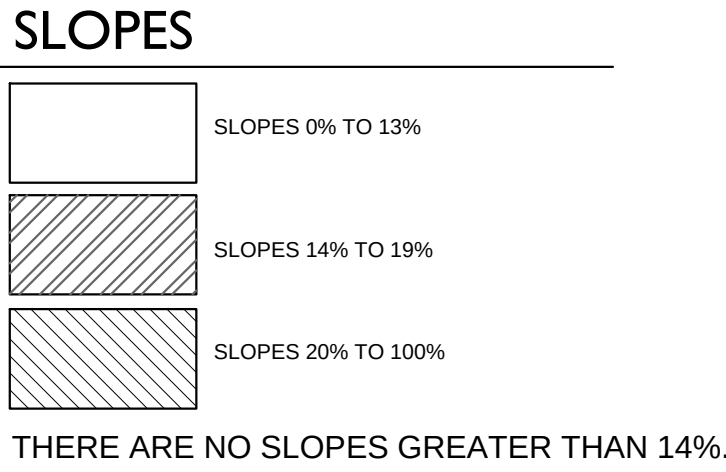
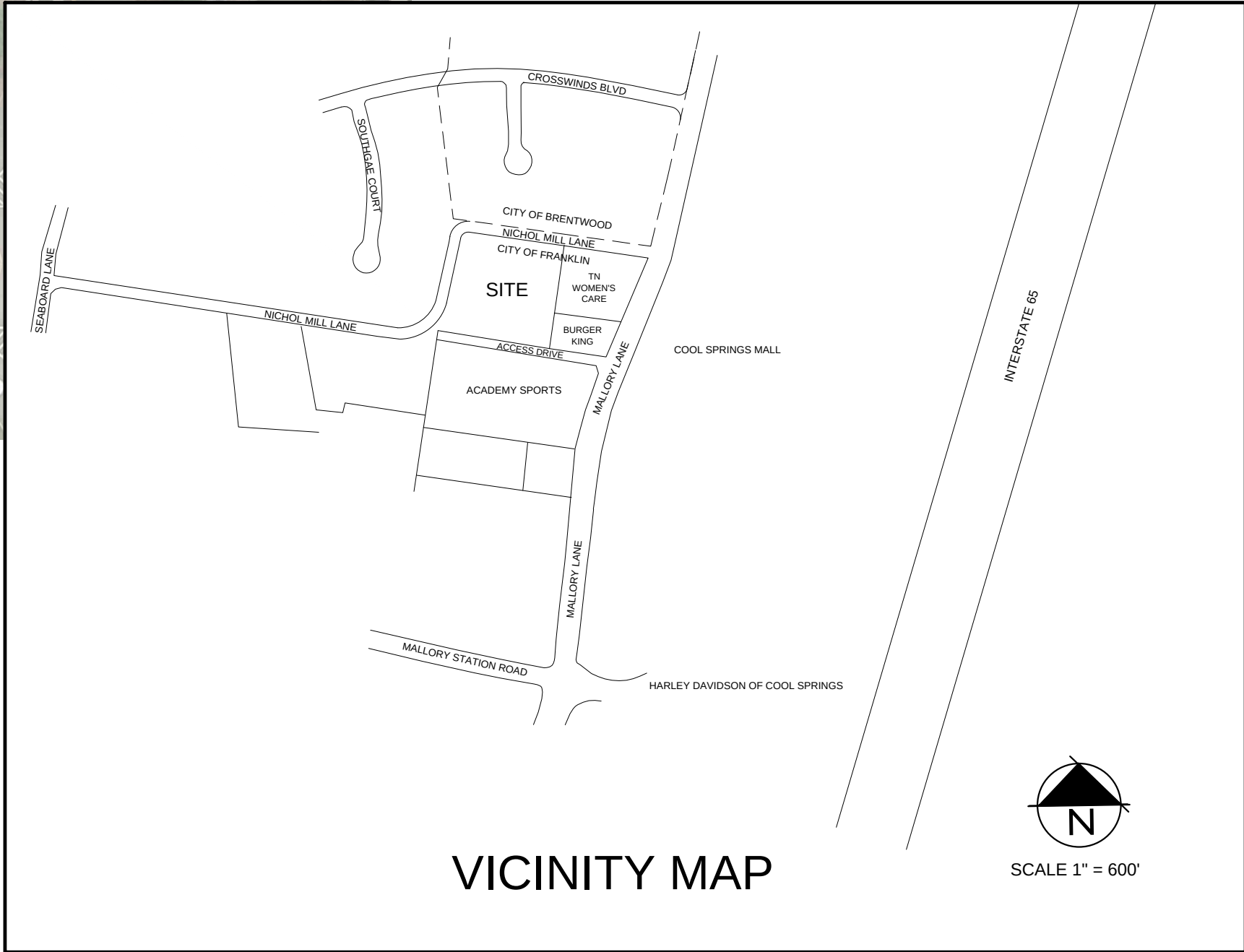


VICINITY MAP

SCALE 1" = 600'

BOUNDARY SURVEY





SPECIMEN TREE TABLE

NO.	SIZE	COMMON NAME
1	24"	CHERRY
11	30"	HACKBERRY
14	30"	TREE
15	30"	WALNUT
	114"	

EXISTING TREE CANOPY AREAS

NO.	AREA SF
A	85
B	22
C	905
D	160
E	656
F	462
G	53
H	565
I	69
J	3,747
TOTAL:	6,724 (0.15 AC)

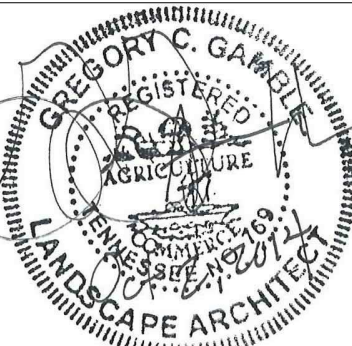
TOTAL CALIPER INCHES OF HEALTHY SPECIMEN TREES: 114"
TOTAL CALIPER INCHES OF SPECIMEN TREES FOR REMOVAL: 0"
*SPECIMEN TREES SHALL BE REPLACED AT A RATIO OF 2 INCHES OF REPLACEMENT TREE FOR EACH INCH OF SPECIMEN TREE REMOVED PER THE CITY OF FRANKLIN DESIGN REQUIREMENTS. REPLACEMENT TREES CAN NOT BE USED TO MEET ANY OTHER LANDSCAPE REQUIREMENT.

SOIL TYPES KEY

A/B	ARMOUR SILT LOAM, 2-5 % SLOPES
CaB	CAPTINA SILT LOAM, PHOSPHATIC, 2-5% SLOPES
MaB2	MAURY SILT LOAM, PHOSPHATIC, 2-5% SLOPES, ERODED
MaB2	MAURY SILT LOAM, 2-5% SLOPES, ERODED

SITE DATA:

PROJECT NAME:	NICHOL MILL LOFTS
PROJECT NUMBER:	4564
SUBDIVISION:	GALLERIA COMMERCIAL COMPLEX SUBDIVISION
LOT NUMBER:	810, 814
ADDRESS:	447 NICHOL MILL LANE
CITY:	FRANKLIN, TN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	8TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	MAP 53 PARCELS 7.01, 117.24, 117.31, 117.32
EXISTING ZONING:	GENERAL COMMERCIAL (GC)
PROPOSED ZONING:	SD-R 58.8
CHARACTER AREA OVERLAY:	MECO-4
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
TOTAL AC:	6.19 AC
TOTAL SF:	269,493 SF
OWNERS:	ALLEN D & CANDACE REVELETTE 5209 COLFAX COURT BRENTWOOD, TN 37027 PO BOX 681812 FRANKLIN, TN 37068 615.838.2323 ATHENA COOL SPRINGS HOSPITALITY SUNIL PATEL 2521 ELM HILL PIKE NASHVILLE, TN 37214 615.479.0581 NICHOL MILL TRUST TOM SIDWELL 121 FIRST AVE S, SUITE 200 FRANKLIN, TN 37064 tsidwell@sidwell-barrett.com
PLANNER/LANDSCAPE ARCHITECT:	GREG GAMBLE 144 SOUTHEAST PARKWAY SUITE 200 FRANKLIN, TN 37064 615.975.5705 GREG GAMBLE GREGGAMBLE209@GMAIL.COM
ADDRESS:	
OFFICE PHONE:	
CONTACT:	
EMAIL ADDRESS:	



REV.	DATE
1	6-5-14
2	7-3-14
3	9-8-14
4	10-2-14

GCG Job No. 14007
MAY 12, 2014

**ORDINANCE 2014-28
AS AMENDED**

**TO BE ENTITLED: “AN ORDINANCE TO AMEND TABLE 3-2:
PERMITTED USES AND CHAPTER 8 DEFINITIONS, TO
ALLOW SHORT-TERM VACATION RENTALS IN VARIOUS
ZONING DISTRICTS”**

WHEREAS, the City of Franklin, Tennessee encourages unique, innovative, and sustainable neighborhoods; and

WHEREAS, the City of Franklin, Tennessee encourages tourism and has become a destination for tourists; and

WHEREAS, the City of Franklin, Tennessee encourages unique, transient lodging opportunities to enhance the experience of visitors; and

WHEREAS, the City of Franklin, Tennessee encourages entrepreneurs and small business ownership; and

WHEREAS, it is within the best interests of the citizens of the City of Franklin to amend the Franklin Zoning Ordinance to address the concerns identified by allowing property owners in certain zoning districts to lease their homes as short-term vacation rentals.

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

SECTION I. That Chapter 3, Section 3.2.3 Use Table, of the Franklin Zoning Ordinance is hereby amended to add the following text noted in bold, and is approved to read as follows:

TABLE 3-2: PERMITTED USES

Use Types “P” = Permitted	Base Zoning Districts																		Addi- tional Req- uire- ment s	
	AG	ER	R-1	R-2	R-3	R-6	SD-R	SD-X	RM-10	RM-15	RM-20	OR	GO	NC	CC	GC	LI	HI		CI
COMMERCIAL USES																				
Bed and Breakfast Establishments	P	P	P	P	P	P	P	P				P			P					Sec. 3.2.7 (1) and (3)
Service Commercial Uses								P					P	P	P	P				Sec. 3.2.7 (1)
Short-Term Vacation Rentals	P	P	P	P	P	P	P	P				P			P					
Telecommunication Towers and Antennas	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 3.2.7 (1) and (4)

SECTION II. That Chapter 8, Section 8.2 Glossary, of the Franklin Zoning Ordinance is hereby amended to add the following text noted in bold, and is approved to read as follows:

.....

TABLE 8.1: ABBREVIATIONS	
Abbreviation	Term
SRO	Scientific Research Overlay
STVR	Short-Term Vacation Rental
SWCO	Seward Hall Character Area

.....

SECTION III. That Chapter 8, Section 8.3 Definitions and Use Classifications, of the Franklin Zoning Ordinance is hereby amended to add the following text noted in bold, and is approved to read as follows:

.....

Shoebox-Style Lighting Fixture

An exterior lighting device in the shape of a box that is typically mounted on a pole and constructed to direct illumination to a discrete area directly beneath the lighting fixture.

Short-Term Vacation Rental

An existing dwelling unit used, in its entirety, for transient occupancy of 21 days or less, for which the city has issued to the owner a business license for such use.

Shrub

A woody plant, growing 18 inches to 15 feet in height at maturity, consisting of several small stems emerging from the ground or small branches near the ground. Shrubs may be deciduous or evergreen.

.....

SECTION IV. 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

By: _____
Dr. Ken Moore
Mayor

PLANNING COMMISSION RECOMMENDED:	10/23/2014
PASSED FIRST READING:	04/14/2015
PUBLIC HEARING HELD:	05/26/2015
PASSED SECOND READING:	05/26/2015
AMENDED AND PASSED THIRD READING:	06/09/2015



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
DIVISION OF FIRE PREVENTION
STATE FIRE MARSHAL'S OFFICE
CODES ENFORCEMENT SECTION
500 James Robertson Pkwy.
Nashville, TN 37243-0577
615.741.7190

Memorandum

Date: September 20, 2014, Rev. 1
To: Owners, Designers and Contractors of Transient Rental Homes
From: Chris Bainbridge, Director
Re: Requirements for Plans and Inspections of Transient Rental Homes

In April 2014, the State Fire Marshal's Office was informed that transient rental cabins were improperly classified as one- and two-family dwellings. The following is offered to provide clarification of the plans review and inspection processes of these buildings.

One- and two-family dwellings are required by law to be built in compliance with the International Residential Code (IRC) and are intended to be occupied by individuals accustomed to the building. The occupants are familiar with the building and are better able to escape in the event of an emergency.

Rental homes occupied on a transient basis (for no more than 30 days) are required to be built in compliance with the International Building Code (IBC) and have additional safety features not found in a one- and two- family dwelling. These transient rental homes are classified as R1 in the 2006 edition of the IBC. The design and construction of these buildings requires familiarity with the IBC and with plan submission requirements of the State Fire Marshal's Office.

Only plans for those rental homes located outside of an Exempt Jurisdiction must be submitted to the State Fire Marshal's Office. A list of Exempt Jurisdictions can be found at <http://www.tn.gov/fire/documents/exemptjurisdictions1125.pdf>. Rental homes located in an Exempt Jurisdiction must be permitted by that jurisdiction.

The requirements for new transient rental homes issued improper local permits as one- and two-family dwellings are:

1. Plans may be submitted online at <http://apps.tn.gov/tnsfmo/>;
2. The plans must be designed to the 2006 IBC and 2006 IFC;
3. A fee must be paid for plans required to be submitted the State Fire Marshal's Office. A fee calculator can be found at <http://www.tn.gov/commerce/sfm/documents/FeeCalculator.pdf>;
4. Rental homes which are more than two (2) stories or five thousand (5,000) *gross square feet* or more must have a full set of plans submitted by a Tennessee registered architect or engineer. *Gross square feet* is the area of all stories within the outside perimeter of the exterior walls. *Gross square feet* includes any finished or occupied basements. A

basement counts as a story if: 1) The finished surface of the floor above the basement is more than six (6) feet above *grade plane*; or 2) The finished floor surface of the floor above the basement is more than twelve (12) feet above finished ground level at any point. *Grade plane* is a reference plane representing the average finished ground level adjoining the building at exterior walls. See

http://publicecodes.cyberregs.com/icod/ibc/2006f2/icod_ibc_2006f2_5_sec002.htm for more information;

5. The State Fire Marshal's Office will accept the submission of plans not sealed by an architect or engineer for rental homes which are one (1) or two (2) stories and less than five thousand (5,000) gross square feet. The requirements for these plans are attached.
6. Single unit rental homes may be three (3) stories if it is less than five thousand (5,000) gross square feet, has an exterior stair installed on all occupied floors *and* the maximum occupant load is set to ten (10) occupants by the building owner;
7. Rental homes must contain a fire sprinkler system. An NFPA 13 or 13R fire sprinkler system is required by 2006 IBC 903.3.1;

Exception: A NFPA 13D fire sprinkler system is allowed in single unit homes which are up to three (3) stories and less than five thousand (5,000) gross square feet which have single station, interconnected and hardwired smoke alarms located in all occupiable rooms. The sprinkler system must automatically notify the fire department if activated. Balconies and decks are not required to be sprinklered per 2006 IBC 903.3.1.2.1.

8. A fire alarm system is required per 2006 IBC 907.2.8;

Exception: Single unit homes that are up to three (3) stories and less than five thousand (5,000) gross square feet with a maximum occupant load set to ten (10) occupants by the building owner are not required to have a fire alarm system.

9. The State Fire Marshal's Office will enforce state accessibility standards on single unit homes which are designated accessible on the submitted plans. Compliance with the Americans with Disabilities Act (ADA) is the responsibility of the building owner and state registered designer;
10. Rental homes under construction and those constructed under improper permits will have limited inspections focusing on the installation of life safety features such as: egress components, fire alarm/smoke detector systems, fire sprinkler systems and interior finishes. A special Certificate of Occupancy will be issued listing the limited inspections upon approval of the final inspection.

The State Fire Marshal's Office will require that building owners of transient rental homes built after October 2010 which were improperly permitted as one- and two- family dwellings and currently occupied provide a Plan of Corrective Action (POCA). The POCA must identify the work needed to bring the fire and life safety components of the building into compliance with the IBC as R1 occupancy. As long as there are no severe fire safety hazards, owners may continue occupancy of the homes while corrections are being made. Inspections of the fire and life safety features will be conducted accordingly. A special Certificate of Occupancy will be issued listing the limited inspections upon approval of the final inspection.



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE & INSURANCE
STATE FIRE MARSHAL'S OFFICE
500 James Robertson Parkway
Nashville TN 37243-0577
615.741.7190

**GUIDELINES FOR PLAN SUBMITTAL OF
1 OR 2 STORY RESIDENTIAL OCCUPANCIES LESS THAN 5000 GROSS SF
(Use Classified as other than 1- or 2- Family Dwelling or Townhouse)**

The following guidelines are the minimum standards for submission of plans for these buildings to the State Fire Marshal's Office. There may be circumstances that require a set of plans to be designed by a registered architect or engineer.

Submittal Requirements

1. Provide completed Plan Review Submittal Form with the required review fee (based on the estimated cost of construction). [TDCI Rule 0780-02-03-.05(a), 0780-02-03-.04]
2. Provide one (1) complete set of plans (Including plot plan and floor plans) with a PDF version on CD accompanied by letter certifying that the PDF version is an exact copy of the paper version submitted. [TDCI Rule 0780-02-03-.03(3)(b)]
3. Provide "Letter of Clarification" signed (original) by non-registrant (the person) preparing the plans. [AG Opinion No. 09-188, A & E Manual Appendix B]

General Plan Requirements [IBC 106.1.1]

1. Standard plan size is 24" x 36". The minimum paper size is 18" x 24". Use ink only (no pencil). All plan sheets must be uniform in size, printed on substantial paper, and be of sufficient clarity to indicate the location, nature, and extent of work proposed.
2. Site Plan minimum scale is 1"=20 feet. Show the entire parcel - if you have a very large parcel, you may use a reduced scale such as 1:50 or 1:100 as long as the grading portion of the site plan is no smaller than 1:20 scale (this method would require two drawings).
3. Floor Plan minimum scale is 1/4" per foot.
4. Standard architectural symbols should be used and identified in a legend.
5. Plans prepared by a non-registered architect or engineer must be signed (original) and dated by the person who prepared them.
6. A Tennessee registered architect or engineer must prepare, stamp and sign structural plans that utilize an engineer's design, or any buildings that are outside the limitations of 2006 IBC Chapters 16-23.

Cover Sheet [IBC 106.1.1]

1. Provide the following general information on the cover sheet and on title block of each page: job site address, owner's name and mailing address, and the non-registrant's name and address with (original) signature (person preparing the plans).
2. The first page of the plans must contain a statement that the construction will comply with the adopted codes in effect at the time your application is submitted, currently the following: 2006 International Building Code, 2006 International Fire Code, 2006 International Fuel Gas Code, 2006 International Mechanical Code, 2006 International Energy Conservation Code, and NFPA 70 National Electrical Code, 2008 Edition.
3. For buildings that are required to be accessible, the first page of the plans must contain a statement that the construction will comply with the 2010 ADA Standards for Accessible Design. [\[TCA 68-120-204\]](#)
4. The first page of the plans must include the following building information: (1) Occupancy Group and Use Classification per Chapter 3, 2006 IBC; (2) Construction type per 2006 IBC Chapter 6; (3) Sprinkler standard used, per 2006 IBC Chapter 9; (4) Number of stories, and/or height of building; and (5) the Gross Area of building.
5. The first page of the plans must include the design live load values for wind, roof, floor, stairs, guard and hand railings, seismic, etc., as follows:
 - a. For new buildings, provide design live load values per IBC Section 1603.
 - b. For existing buildings that have not been reviewed and approved by our office, provide an evaluation report sealed, signed, and dated from a Tennessee licensed structural engineer. The evaluation report must show determination of adequacy of the existing structure to support the minimum Chapter 16. [IBC 3410.4.1]

Site Plan

Due to the technical nature of this aspect of the building plans, we recommend that you have a professional (engineer, architect, landscape architect, surveyor) assist with this portion of your plan preparation.

1. Show location and footprint of all existing structures, property lines, water mains and other utilities, fire department access and all ingress/egress to public ways. Include size and location of LP-Gas storage tanks (NFPA 58, 2008 Edition) and any other above ground storage tanks. [IBC 106.2, IFC Section 503]
2. Show the location of the fire hydrant(s) used to meet the 600 feet or less hose lay requirement with flow test data next to the hydrant tested. Flow test must have been conducted within the last six months and during peak demand hours. [IFC Section 508, TDEC Rule 1200-05-01-.017(18)]
3. Indicate height and location of retaining walls. Note that retaining walls exceeding 4' in height must be designed or approved by a Tennessee registered Engineer or Architect. In the case where retaining walls are part of the foundation system, the wall must be engineered, and designed or approved by a Tennessee registered Engineer or Architect.

Elevations

1. Provide four exterior elevations (side views) of the proposed structure (North, South, East and West). Show the proposed grade as it will be after final grading. For example, if the building foundation will be stepped to match an existing slope, this must be shown on each elevation.

Energy Package

1. Show the climate zone on the plans.
2. Provide *ResCheck* Compliance Certificate. The author of the energy documents must sign the package as well as the designer/owner. Free *ResCheck* software is available from the U.S. Department of Energy at <http://www.energycodes.gov/rescheck/>.
3. Show the R-value of the floor, walls and ceilings sectional details. Show the energy values of doors, windows and other fenestration.

Foundation Plan [See Inspector Checklist for Specific Code Reference]

1. Show all foundation elements (details), including interior footings and piers, on plan. Indicate the type, height, unbalanced backfill, of foundation walls. Note that foundation walls exceeding the prescriptive levels of IBC 1805.5 must be designed or approved by a Tennessee registered Engineer or Architect, if applicable. In the case retaining walls are part of the foundation system the wall must be designed or approved by a Tennessee registered Engineer or Architect.
2. Show minimum under floor ventilation of 1 sq. ft. per 150 sq. ft. of floor area with cross-ventilation. Crawl spaces shall be provided with a minimum of one access opening not less than 18"x24". Show minimum 18" clearance from grade to the bottom of floor joists (minimum 12" for girders). Specify foundation bolt size and spacing.
3. Provide a cross-section showing typical footing/stem wall or footing/slab dimensions, including placement and size of reinforcement.
4. Show hold-down locations, and provide a hold-down schedule on foundation plan. Note on plan that all hold-downs are to be fastened in place prior to foundation inspection.
5. For building sites steeper than a 1:10 slope, provide a stepped footing detail (cross section).
6. For slab-on-grade construction, show type of slab reinforcement. Also show vapor barrier if it is a habitable area. Be sure that the reinforcement type installed matches the plan engineering.

Floor Plan [See Inspector Checklist for Specific Code Reference]

1. Provide a fully-dimensioned floor plan for each building level. Label each room or area with its proposed use and dimensions. At least habitable one room within a dwelling unit must have minimum 120 S.F. net floor area. All other habitable rooms shall have a minimum 70 S.F. net floor area.
2. Provide a Door & Window Schedule showing all doors and windows with nominal sizes. Show natural light and ventilation calculations.
3. Show all fire rated walls and doors for tenant space / dwelling unit separation, in corridors, between or a garage and adjacent living space (including an attic continuous between the garage and

adjacent living space).

4. Show egress window locations in sleeping rooms. (See exception)
5. Show safety glazing in hazardous locations.
6. Show a minimum 36" x 36" landing on each side of an exterior doorway.
7. Show a minimum 22" x 30" access to attic areas that have 30" of headroom.
8. Show Stair and handrail details.

Floor-framing [See Inspector Checklist for Specific Code Reference]

1. Show the type, size, and spacing of girders and floor joists. Identify if manufactured joists are used. Note that floor joists must be spaced no further apart than 16" O.C. when the underside forms part of a fire separation, such as between a garage and a living space above, otherwise an approved listing assembly will be required.
2. Show the thickness and span rating of the floor sheathing (for example: 3/4", 20/40 plywood).
3. Provide details for additional support under concentrated loads such as brick hearths, rock work, wood stoves, gas stoves, and so forth.

Wall Framing [See Inspector Checklist for Specific Code Reference]

1. Provide one or more typical cross-sections to clearly showing how the structure will be constructed. Provide close-up details to clarify specific connections or other special framing.
2. Provide a cross-section showing typical high wall, beams trusses or rafters as applicable.
3. Show all header/beam locations and sizes. Note that beam sizes must match the project engineering where required.
4. Show method of bracing the structure. Provide fastener size and spacing for shear walls or braced wall panels.
5. If a deck is to be built, provide a deck framing plan with a typical cross-section.

Roof and Ceiling Framing [See Inspector Checklist for Specific Code Reference]

1. For conventional (non-engineered) site-built roofs, show rafter size and ceiling joists, grade, and spacing. Show wall ties a minimum of 48" on center.
2. For engineered trusses, provide typical details of the truss & required hardware specifications from the truss manufacturer.
3. Show the thickness and span rating of the roof sheathing (for example: 5/8" 24/16 plywood).
4. Show location of attic ventilation.
5. Specify the type of roof covering.

Mechanical Plan [See Inspector Checklist for Specific Code Reference]

1. The mechanical plan may be included on the floor plan if sufficient clarity is maintained.
2. Show the location of HVAC equipments (FAU, A/C, Water heater, Heat pump, Air handler, Exhaust fan, etc.). The equipment shall not be placed within the required side/ rear setbacks.
3. In bathrooms and toilet rooms, show mechanical ventilation to outside where required.
4. Show where the gas piping enters the building and specify the type of gas to be used (propane or natural gas). If any show the location of LPG tanks.
5. Show all gas appliance locations with the rated BTU (input) of each device. Show how gas appliances in confined spaces will receive combustion air. Note the size and location of the openings.
6. If a water heater is located in the garage, show the burner assembly located a minimum of 18" above the floor. Appliances installed in garages shall be located behind protective barriers or located out of the normal path of vehicles. Show approved seismic bracing for all water heaters, when applicable.

Plumbing Plan [See Inspector Checklist for Specific Code Reference]

1. The plumbing plan may be included on the floor plan if sufficient clarity is maintained.
2. Show the location of plumbing equipment (water closets, sinks, tub, showers, water heater, etc.)

Electrical Plan [See Inspector Checklist for Specific Code Reference]

1. The electrical plan may be included on the floor plan if sufficient clarity is retained.
2. The electrical plan must include the location of the service panel and its rated ampacity. Provide load calculations with panel schedule identifying circuits. Show all outlets, switches, light fixtures and smoke detectors. Label any 220-volt outlets. Label all required GFCI (ground fault interrupter circuit) outlets
3. Specify that all bedroom branch circuits are protected by an arc fault circuit interrupter.
4. In R-1 & R-2 Occupancy Groups, provide fire alarm details & specification.

Fire Sprinkler Plan [See Inspector Checklist for Specific Code Reference]

1. A Tennessee Licensed Sprinkler Contractor is required. Sprinkler Shop drawings must be prepared and submitted by a Responsible Managing Employee.
2. Identify the type of system to be installed in the building. Provide preliminary hydraulic calculations that show the water supply is adequate to meet the demand of the system.

ORDINANCE NO. BL2014-951

An ordinance to amend Chapter 6.28 of the Metropolitan Code pertaining to Short Term Rental Property.

WHEREAS, short-term rental of homes can provide a flexible housing stock that allows travelers a safe accommodation while contributing to the local economy; and

WHEREAS, short-term rental of homes can provide homeowners an opportunity to hold property in difficult economic circumstances or as an investment; and

WHEREAS, hotel taxes from short term rental of homes can be used to promote travel and tourism and to support the local tourism industry; and

WHEREAS, the needs of long-term residents should be balanced with the allowance of short-term rentals.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Chapter 6.28 of the Metropolitan Code is hereby amended by adding the following new Section 6.28.030:

6.28.030 Short Term Rental Property (STRP).

A. For purposes of this section, "Short Term Rental Property (STRP)" means a residential dwelling unit containing not more than four sleeping rooms that is used and/or advertised for rent for transient occupancy by guests as those terms are defined in Section 5.12.010 of the metropolitan code. Residential dwelling units rented to the same occupant for more than 30 continuous days, Bed and Breakfast establishments, boarding houses, hotels, and motels shall not be considered Short Term Rental Property.

B. For purposes of this section, "owner-occupied" means the owner of the property permanently resides in the STRP or in the principal residential unit with which the STRP is associated on the same lot.

C. No person or entity shall operate a STRP or advertise a residential property for use as a STRP without the owner of the property first having obtained a STRP permit issued by the department of codes administration.

D. Application. The STRP permit application shall include the following information:

1. The name, telephone number, address, and email address of the owner and of a person or business ("responsible party") residing or located within twenty-five miles of the STRP that is responsible for addressing all maintenance and safety concerns;
2. Proof of insurance evidencing homeowner's fire, hazard, and liability insurance. Liability coverage shall have limits of not less than \$1,000,000 per occurrence.
3. If the STRP unit shares a common wall or a common driveway with another property owner, proof of written notification to such neighboring property owner(s) prior to filing the application.

E. Signage. Signs, advertising, or any other display on the property indicating that the dwelling unit is being utilized, in whole or in part, as a STRP is prohibited.

F. All STRP occupants shall abide by all applicable noise restrictions contained in the Metropolitan Code and all applicable waste management provisions of Chapter 10.20 of the Metropolitan Code.

G. The STRP shall have approved smoke alarms meeting Underwriters Laboratory (UL) 217 standards installed as follows:

1. In all sleeping areas.

2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
3. In each story within the sleeping unit, including basements.
- H. No recreational vehicles, buses, or trailers shall be visible on the street or property in conjunction with the STRP use.
- I. No food shall be prepared for or served to the transient by the permit holder.
- J. The principal renter of a STRP unit shall be at least twenty-one (21) years of age.
- K. Maximum occupancy. The maximum number of paying adult guests permitted on a STRP property at any one time shall not exceed more than twice the number of sleeping rooms plus four. Simultaneous rental to more than one party under separate contracts shall not be allowed. The occupancy maximum shall be conspicuously posted within the STRP unit.
- L. The STRP owner shall not receive any compensation or remuneration to permit occupancy of a STRP for a period of less than twenty-four (24) hours. The maximum stay for any guest shall be thirty (30) consecutive days.
- M. The name and telephone number of the local responsible party shall be conspicuously posted within the STRP unit. The responsible party shall answer calls twenty-four (24) hours a day, seven (7) days a week for the duration of each short term rental period to address problems associated with the STRP.
- N. Expiration of permit. A STRP permit shall expire three hundred sixty-five (365) days after it is issued. STRP permits may be renewed upon the payment of a fifty dollar renewal fee to the department of codes administration.
- O. The permit holder shall be responsible for collecting and remitting all applicable room, occupancy, and sales taxes required by state law or the Metropolitan Code.
- P. A STRP permit shall not be transferred or assigned to another individual, person, entity, or address, nor shall the permit authorize any person, other than the person named therein, to operate a STRP on the property.
- Q. STRP permit holders shall obtain a use permit from the zoning administrator as an accessory use to the primary residential use pursuant to section 17.16.250.E. of the metropolitan code. No more than 3% of the single-family or detached two-family residential units within each census tract shall be permitted as non-owner-occupied short-term rental use as determined by the Zoning Administrator.
- R. Denial or Revocation of Permit.
 1. Upon the filing of three or more complaints within a calendar year regarding a STRP permit, the department of codes administration shall notify the permit holder in writing of such complaints.
 2. If the department of codes administration determines that violations of this section or any other ordinance or law relating to STRPs have occurred, the permit to operate a STRP may be revoked.
 3. Before revoking any permit, the department of codes administration shall give the permit holder fifteen days written notice of the alleged violation(s) against him/her.
 4. Any denial or revocation of a STRP permit may be appealed to the board of zoning appeals as an administrative appeal pursuant to section 17.40.180.A. of the metropolitan zoning code.

Section 2. The department of codes administration shall begin accepting STRP applications on March 31, 2015, and shall begin enforcing the provisions of this Ordinance from and after July 1, 2015.

Section 3. This Ordinance shall take effect from and after its enactment, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Sponsored by: Burkley Allen, Charlie Tygard, Peter Westerholm, Anthony Davis

Amendment No. 1
To
Ordinance No. BL2014-951

Madam President:

I move to amend Ordinance No. BL2014-951 by amending Section 1 as follows:

I. By deleting the provisions of subsection G. and substituting with the following new subsection G.:

G. The STRP shall meet all applicable requirements of the state and local building and fire safety codes, including, but not limited to, having approved smoke alarms meeting Underwriters Laboratory (UL) 217 standards installed as follows:

1. In all sleeping areas.
2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
3. In each story within the sleeping unit, including basements.

II. By deleting the phrase “paying adult guests” wherein it appears in subsection K., and substituting with the phrase “occupants”.

III. By adding the following provisions at the end of subsection R.:

5. Once a STRP permit has been revoked, no new permit shall be issued to the applicant for the same property for a period of one year.

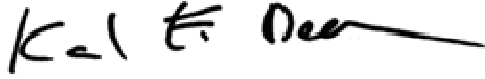
6. The penalty for operating a short term rental property without a permit shall be:

a. A fifty dollar fine. Each day of operation without a permit shall constitute a separate offense.

b. Upon a finding that a short term rental property has operated without a permit, there shall be a one year waiting period from the date of such finding for the property to become eligible for a STRP permit.

Sponsored by: Burkley Allen

LEGISLATIVE HISTORY	
Introduced:	November 18, 2014
Passed First Reading:	November 18, 2014
Referred to:	Codes Committee Convention & Tourism Committee
Deferred to January 6, 2015:	December 2, 2014
Deferred to February 3, 2015:	January 6, 2015
Amended:	February 3, 2015
Passed Second Reading:	February 3, 2015

Passed Third Reading:	February 24, 2015 - Roll Call Vote
Approved:	February 26, 2015
By:	

Requests for ADA accommodation should be directed to the Metropolitan Clerk at 615/862-6770.

ORDINANCE 2014-35

TO BE ENTITLED: "AN ORDINANCE TO AMEND SECTION 5.5.4 OF THE CITY OF FRANKLIN MUNICIPAL ZONING ORDINANCE RELATING TO PARKS AND THE DEDICATION OF PUBLIC LAND FOR PARKS."

WHEREAS, the City of Franklin values public parkland as an important community amenity and a central tenet of quality of life for its citizens, thereby requiring park land dedication or fees-in-lieu for new residential and mixed-use new development through Zoning Ordinance requirements; and

WHEREAS, in the City of Franklin the appraised fair market value for property is often much higher for infill development compared to vacant, undeveloped land and property near I-65 and interchanges; and

WHEREAS, the City of Franklin Board of Mayor and Aldermen recognizes a significant discrepancy between the average land value in the four quadrants (Attachment A) and the land value of a proposed development may occur; and

WHEREAS, the recommendation when a proposed development's appraised fair market value exceeds the average per acre value noted within the quadrant, the recommendation is to amend Section 5.5.4 of the Zoning Ordinance to cap the land value at the average per acre value as noted in each quadrant; and

WHEREAS, providing flexibility for a developer through this amendment to donate land or pay fees-in-lieu of for the City to develop parkland for the additional density created by their development. **NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF FRANKLIN, TENNESSEE AS FOLLOWS:**

SECTION I. That Chapter 5, Section 5.5.4(4)(d)(vi) of the City of Franklin Zoning Ordinance is hereby created and approved to read as follows:

- (vi) When the appraisal or documentation of the land's fair market value, as determined by the City, exceeds the average land value for the quadrant where the proposed project is located, the average land value as noted in Table 8.2 – Parkland Quadrant Map shall be the per acre value used for calculating the parkland payment in-lieu.

SECTION II. Severability. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION III. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

SECTION IV. 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

BY:

DR. KEN MOORE
Mayor

RECOMMENDATION BY FMPC

PASSED FIRST READING

PASSED SECOND READING

PASSED THIRD AND FINAL READING

Approved as to form:

By:

Shauna R. Billingsley
City Attorney

Harpeth Square Area



Harpeth Square Area Properties - 2014 Assessed Valuation*

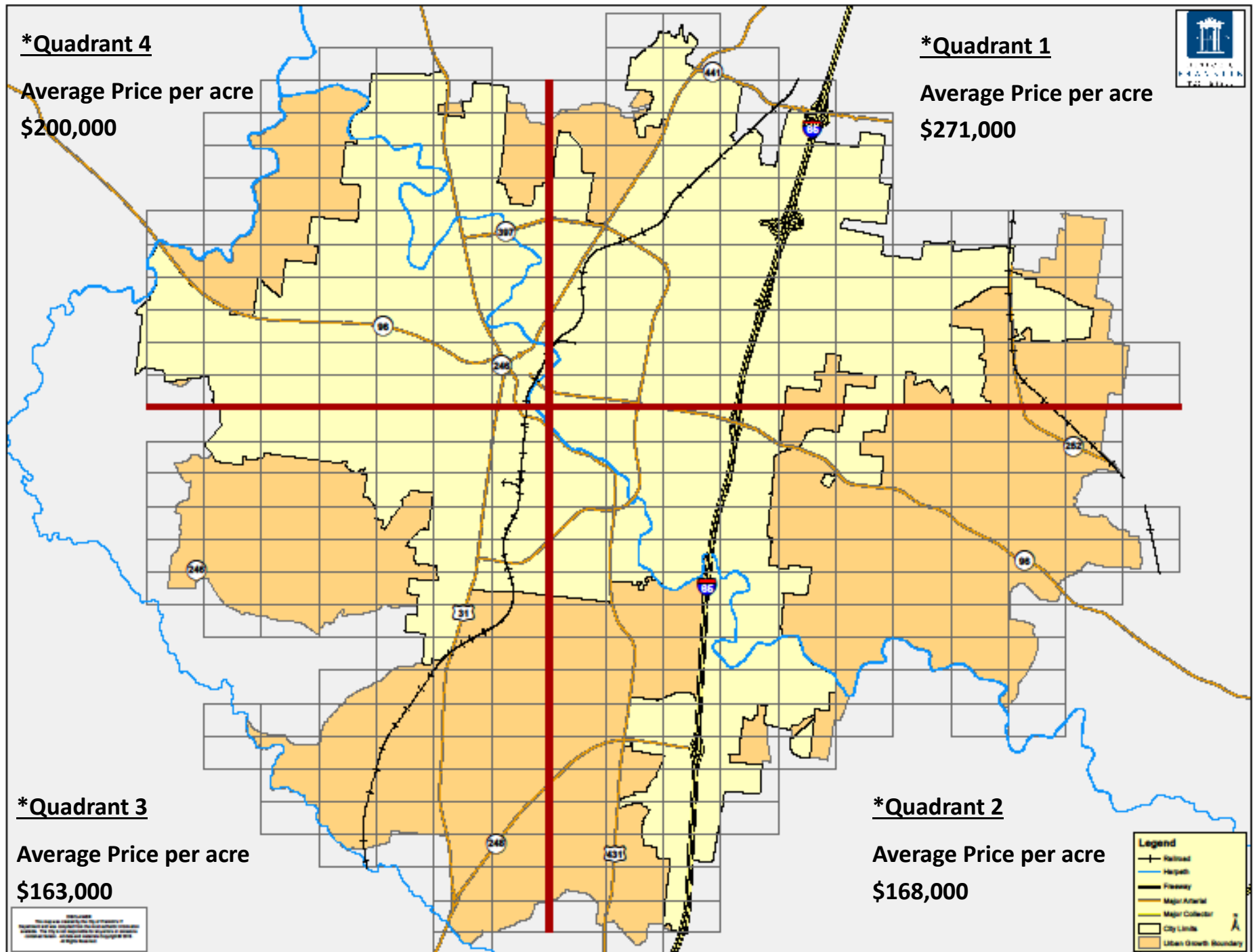
Property bordered by E Main St - Second Ave N - Bridge St - First Ave N

Map/ Number	Address	Lot Dimensions	Acres	Assessed Land Market Value	Assessed Improvement Value	Calculated Land Value per acre
23.01	109 1st Ave N	75 x 198	0.3409	\$310,000	\$55,500	\$909,358
23	107 1st Ave N	99 x 165	0.375	\$320,000	\$247,600	\$853,333
24	104 E Main St	79 x 54	0.0979	\$150,000	\$168,200	\$1,532,176
26	114 E Main St	86 x 90	0.1777	\$255,000	\$334,100	\$1,435,003
13	198 E Main St	230 x 149	0.7867	\$1,440,000	\$1,092,600	\$1,830,431
14	112 2nd Ave N	55 x 99	0.125	\$169,000	\$287,300	\$1,352,000
15	122 2nd Ave N	n/a	1.97	\$1,000,000	\$0	\$507,614
16	134 2nd Ave N	99 x 136	0.3091	\$639,000	\$280,000	\$2,067,292
17	142 2nd Ave N	40 x 125	0.1148	\$154,000	\$237,500	\$1,341,463
18	144 2nd Ave N	59 x 125	0.1693	\$125,000	\$172,800	\$738,334
20	111 Bridge St	70 x 143	0.2298	\$161,000	\$136,800	\$700,609
22	133 1st Ave N	90 x 123	0.2541	\$250,000	\$41,500	\$983,865

*Based on information provided on the Property Assessor's Office of Williamson County, TN website as of 9.9.2014

FEES IN LIEU OF PARKLAND DEDICATION - Summary										
prepared by Lynn Osland - 9.3.2014										
Development	Class	Address of Development	Unit Count	Sq Footage Calculation = 1200 sf / dwelling X 1st 35 units, then 600 sf / dwelling X remaining units	Conversion to ACRES (43,560 sq ft = 1 acre)	Appraised Value per ACRE	Price per sq ft of Land	\$ Per Unit	Amount Collected (based on sq footage calculation & appraised valuation of land)	Map Quadrant
Ralston Row	Residential - Detached & Attached	Ralston lane 121&123	13 sgl fam units	15,600sf	0.3581	\$138,961	\$3.19	\$3828/ unit	\$49,762	1
Resource PUD Subdivision-Circle at Resource Cent. Apt	Multi-Family - Apartments	Carothers Pky	252 multi-family units	172,200sf	3.9532	\$249,597	\$5.73	\$3916/ unit	\$986,706	1
Artesa	Multi-Family - Apartments	1034-1035 Windcross Court	250 multi-family units	171,000sf	3.9256	\$266,968	\$6.13	\$4192/ unit	\$1,048,008	1
Fountains of Franklin	Residential - Detached & Attached	4100 Murfreesboro Rd	30 attached units - Institutional	36,000sf	0.8264	\$91,045	\$2.09	\$2508/ unit	\$75,240	2
Amelia Park section 1	Residential - Detached & Attached	4121 Clovercroft Rd	58 sgl fam units	55,800sf	1.2810	\$40,075	\$0.92	\$885/ unit	\$51,336	2
Vandalia Cottages	Residential - Detached & Attached	New Hwy 96 across from the fire station	17 unit cottages - "attached dwellings"	20,400sf	0.4643	\$147,485	\$3.39	\$4063/ unit	\$69,067	4
Totals/ Averages	All Housing Types		Total 620 units	Total 471,000sf	Total 10.81 acres	Avg \$210,927/ acre	Avg \$4.84/ sq ft	Avg \$3678/ unit	Total \$2,280,119	

TABLE 8.2—PARKLAND QUADRANT MAP



RESOLUTION 2014-75

A RESOLUTION TO ACCEPT AND RECOMMEND TO THE FRANKLIN MUNICIPAL PLANNING COMMISSION MODIFICATIONS TO THE 2010 MAJOR THOROUGHFARE PLAN UPDATE

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee adopted the 2010 Major Thoroughfare Plan on September 23, 2010; and

WHEREAS, the 2010 Major Thoroughfare Plan establishes recommendations for roadway improvements, recommends a priority ranking for their implementation, and established roadway classifications; and

WHEREAS, the BOMA desires to modify the functional classification of 1st Avenue North, Bridge Street, North Margin Street and 3rd Ave North from Major Collectors to Minor Arterials; and

WHEREAS, the BOMA, in recognizing the responsibility of the Franklin Municipal Planning Commission (FMPC) to approve modifications and updates to the Major Thoroughfare Plan, desires to present modifications to the 2010 Major Thoroughfare Plan to the FMPC for approval.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the recommendation to amend the 2010 Major Thoroughfare Plan by changing the functional classifications of 1st Avenue North, Bridge Street, North Margin Street and 3rd Ave North from Major Collectors to Minor Arterials be forwarded to the Franklin Municipal Planning Commission for approval. Specifically that pages 21, 54, 55, A14, A32, A40 and A85 of the 2010 Major Thoroughfare Plan be replaced with pages 21, 54, 55, A14, A32, A40 and A85 as found in Attachment A.

IT IS SO RESOLVED AND DONE on this _____ day of _____ 2014.

ATTEST:

CITY OF FRANKLIN, TENNESSE

By: _____

ERIC S. STUCKEY
City Administrator

By: _____

DR. KEN MOORE
Mayor

Approved as to Form

By: _____

Shauna R. Billingsley
City Attorney



Exhibit 2.5 Existing Functionally Classified Roads

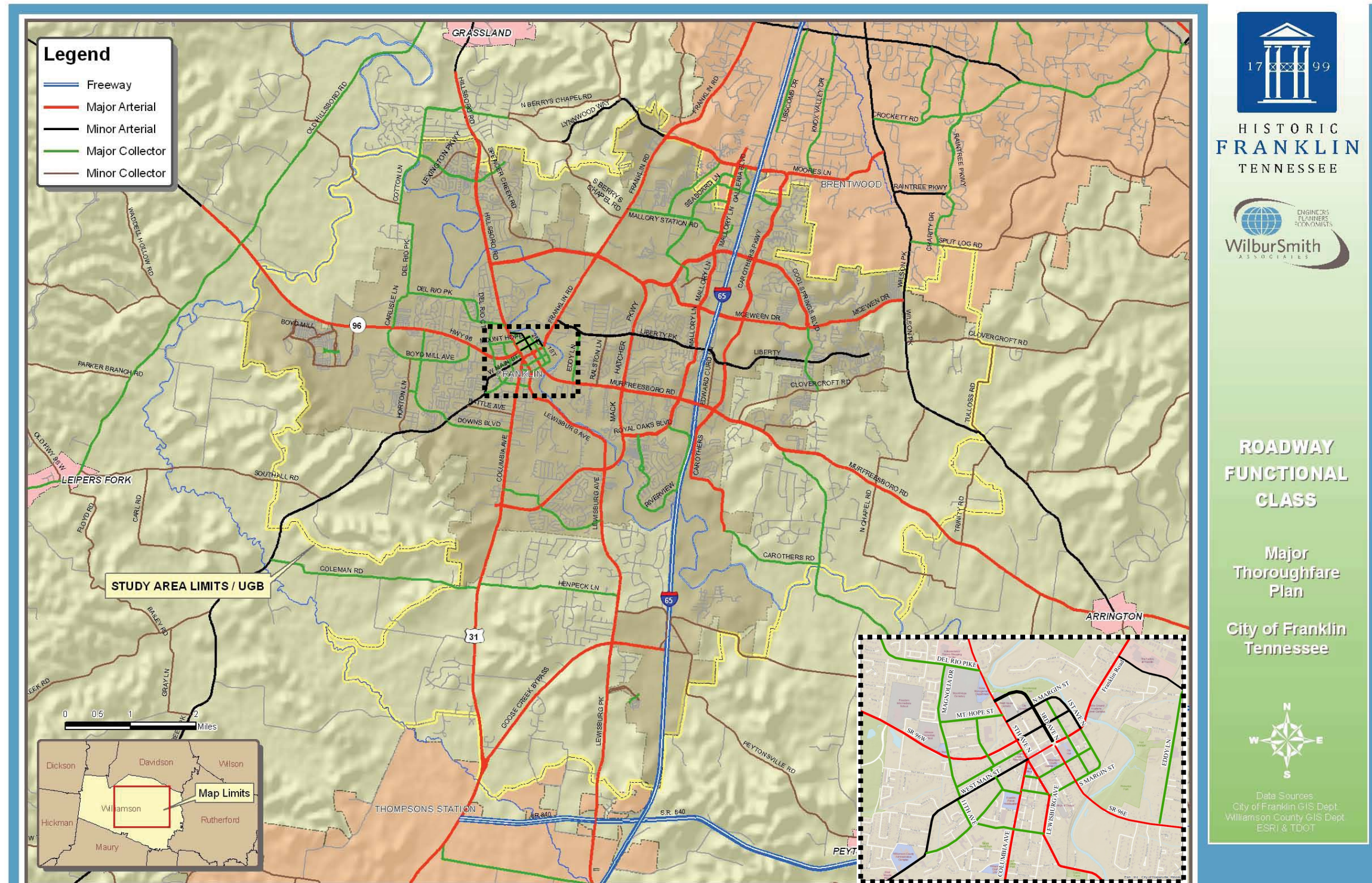


Table 4.1 Proposed Projects – Short Range Projects

Project No.	State Route #	Functional Class	Roadway	From	To	Length (miles)	Project Description	City Limits	Cost Estimate
1	SR 106	Major Arterial	Hillsboro Road	SR 96 West	Mack Hatcher Parkway	1.1	Widen From 2/3 to 4 Lanes	Y	\$26,026,000
2		Major Arterial	McEwen Drive	Carothers Parkway	Cool Springs Boulevard	1.0	Widen From 2 to 4 Lanes	Y	\$14,247,000
2a		Major Arterial	McEwen Drive	Wilson Pike	Eastern City Limits	1.1	Widen From 2 to 4 Lanes	Y	\$12,400,000
3		Major Collector	South Carothers Road	Exist. 90-Degree Curve	Ladd Park Development	1.6	New 4 Lane Road	Y	\$15,267,885
4		Major Collector	South Carothers Road	Ladd Park Development	Long Lane	0.9	New 4 Lane Road	Y	\$8,588,185
5		Major Collector	South Carothers Road	Long Lane	Peytonsville Road extension	0.4	New 4 Lane Road	N	\$3,816,971
6	SR 96	Minor Arterial	3rd Avenue North	5th Avenue North	North Margin Street	0.2	New 2 Lane Road	Y	\$3,960,000
7		Major Arterial	McEwen Drive	Cool Springs Boulevard	Wilson Pike	2.5	Widen From 2 to 4 Lanes	Y	\$17,792,000
*8		Freeway	I-65	N/A	N/A	N/A	Reconstruct Peytonsville Road interchange	Y	\$25,108,000
9		Freeway	I-65	SR 840	SR 96	6.0	Widen From 4 to 8 Lanes	Both	\$94,560,000
10	SR 397	Major Arterial	Mack Hatcher Parkway	SR 96 West	Hillsboro Road	3.0	New 4 Lane Road	Y	\$92,000,000
11	SR 397	Major Arterial	Mack Hatcher Parkway	Columbia Pike	SR 96	3.0	Widen From 2 to 4 Lanes	Y	\$24,958,000
12	SR 397	Major Arterial	Mack Hatcher Parkway	Franklin Road	SR 96	2.7	Widen From 2 to 4 Lanes	Y	\$27,603,000
13	SR 6	Major Arterial	Franklin Road	Mack Hatcher Parkway	Moore's Lane	2.1	Widen From 2 to 4 Lanes	Y	\$19,300,000
14	SR 106	Major Arterial	Lewisburg Pike	Holly Hill Drive	Mack Hatcher Parkway	1.8	Widen From 2 to 4 Lanes	Y	\$18,402,000
15	SR 6	Major Arterial	Columbia Avenue (US 31)	Mack Hatcher Parkway	Downs Boulevard	1.4	Widen From 3 to 5 Lanes	Y	\$15,043,000
16	SR 106	Major Arterial	Lewisburg Pike	Old Peytonsville Road	Holly Hill Drive	1.0	Widen From 2 to 4 Lanes	N	\$10,223,000
17	SR 106	Major Arterial	Lewisburg Pike	Goose Creek Bypass	Old Peytonsville Road	0.5	Widen From 2 to 4 Lanes	Y	\$7,192,000
18	SR 96	Major Arterial	SR 96	East of Arno Road	Wilson Pike	6.0	Widen From 2 to 4 Lanes	N	\$57,255,000
19		Major Collector	Boyd Mill Avenue	Franklin Green Parkway	Downs Boulevard	0.3	Improve Existing Lanes	Y	\$1,465,000
20		Minor Collector	I-65 Underpass	Long Lane	Old Peytonsville Road	1.0	New 2 Lane Road	Y	\$3,200,000
21		Major Collector	Eddy Lane	Liberty Pike	Murfreesboro Road	0.7	Widen From 2 to 3 Lanes	Y	\$3,333,750
22	SR 248	Major Arterial	Goose Creek Bypass	Lewisburg Pike	East of I-65	0.8	Widen From 2 to 4 Lanes	Y	\$6,111,000
23		Minor Collector	Long Lane	Long Lane	Peytonsville Road	0.2	New 2 Lane Road	Y	\$1,415,000
24		Minor Collector	Pratt Lane Connector	Peytonsville Road, east of I-65 interchange	Southern UGB	1.3	New 3 Lane Road	Y	\$9,225,000
								Total	\$518,491,791

**Interchanges are not modeled for v/c ratio or LOS*

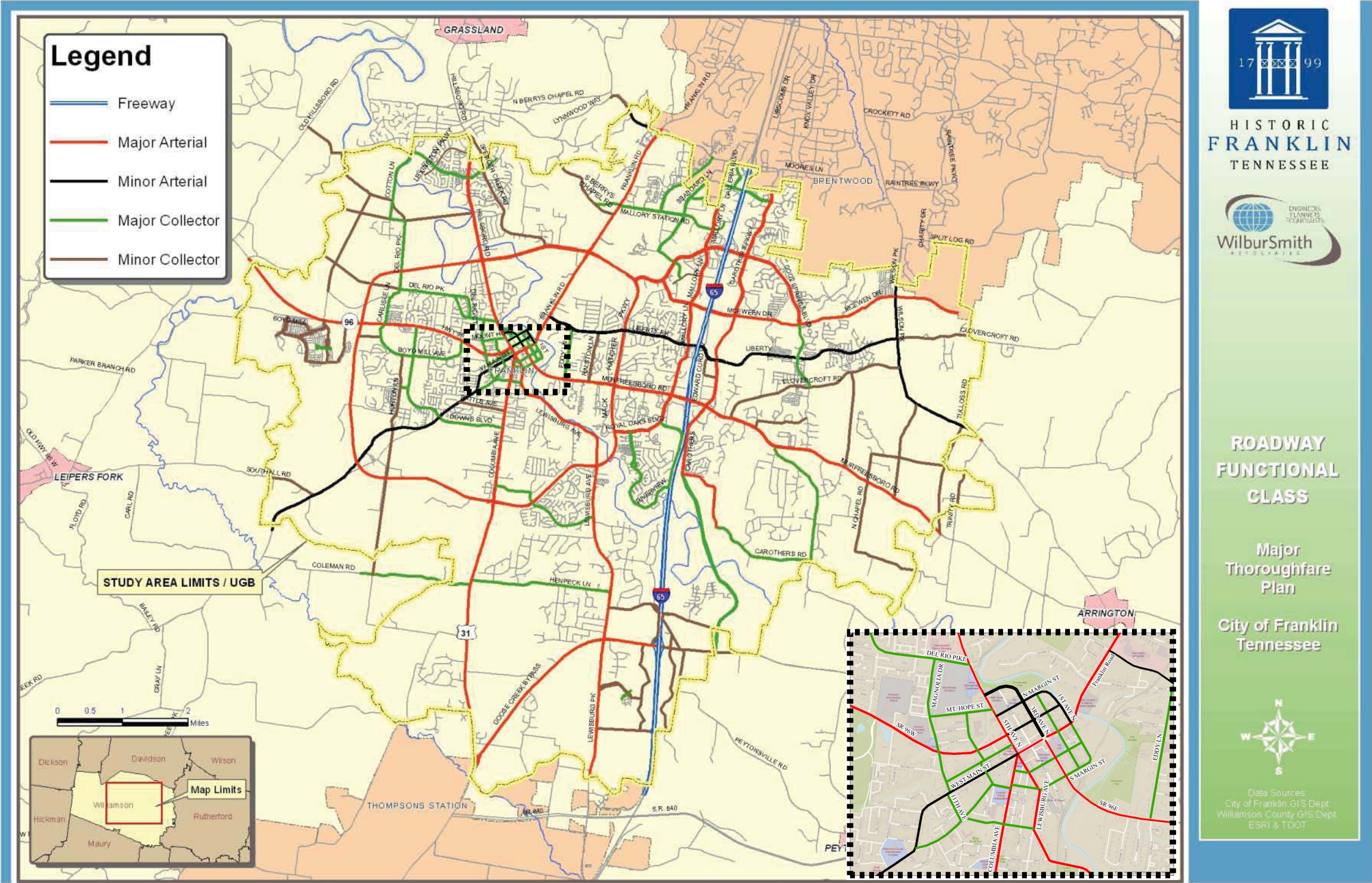
Table 4.1 Proposed Projects – Mid Range Projects

Project No.	State Route #	Functional Class	Roadway	From	To	Length (miles)	Project Description	City Limits	Cost Estimate
25	SR 96	Major Arterial	SR 96 West	Mack Hatcher Parkway	7th Avenue North	2.6	Widen From 2 to 4 Lanes	Y	\$21,630,000
26	SR 96	Major Arterial	SR 96 West	SR 46	Mack Hatcher Parkway	1.8	Widen From 2 to 4 Lanes	Both	\$13,749,000
27		Minor Arterial	Liberty Pike	Franklin Road	Mack Hatcher Parkway	1.2	Widen From 3 to 4 Lanes	Y	\$5,951,956
28		Minor Arterial	Liberty Pike	Mack Hatcher Parkway	Mallory Lane	1.0	Widen From 3 to 4 Lanes	Y	\$4,959,972
29		Major Arterial	Carothers Parkway	Cool Springs Boulevard	Mayfield Drive	0.7	Widen From 4 to 6 Lanes	Y	\$8,110,000
30		Major Collector	Mallory Station Road	Franklin Road	Seaboard Lane	1.0	Widen From 3 to 4 Lanes	Y	\$4,763,000
31		Major Collector	S. Berry's Chapel & Mallory Station	S. Berry's Chapel & Mallory Station	Franklin Road	0.4	Realign intersection at Franklin Road	Y	\$2,857,275
32	SR 6	Major Arterial	Columbia Avenue (US 31)	Downs Boulevard	Fowlkes Street	0.7	Widen From 2 to 3 Lanes	Y	\$3,334,000
33		Major Arterial	North Royal Oaks Blvd.	Liberty Pike	Lakeview Drive	0.5	Widen From 2 to 4 Lanes	Y	\$6,200,000
34	SR 252	Major Arterial	Wilson Pike	Split Log Road	Maple Lane	4.0	Widen From 2 to 3 Lanes	Both	\$30,553,000
35	SR 246	Minor Arterial	Carters Creek Pike	North of Coleman Road	Downs Boulevard	3.3	Widen From 2 to 3 Lanes	Both	\$14,734,000
36	SR 246	Minor Arterial	West Main Street	Downs Boulevard	Natchez Street	0.7	Widen From 2 to 3 Lanes	Y	\$4,287,150
37		Major Arterial	Mallory Lane	Liberty Pike	Moore's Lane	2.4	Widen From 4 to 6 Lanes	Y	\$27,805,000
38		Major Collector	Arno Road	South Carothers Road	SR 96	2.1	Widen From 2 to 3 Lanes	N	\$10,001,000
39	SR 6	Major Arterial	Franklin Road	Harpeth Industrial Court	Mack Hatcher Parkway	0.9	Widen From 2 to 3 Lanes	Y	\$12,900,000
40		Freeway	I-65	SR 96	Moore's Lane	3.7	Widen From 8 to 10 Lanes	Y	\$64,345,000
41		Major Collector	Del Rio Pike	Carlisle Lane	Poplar Grove School	0.7	Improve Existing Lanes	Y	\$2,857,000
42		Minor Collector	Del Rio Pike	Old Hillsboro Road	Cotton Lane	1.9	Improve Existing Lanes	N	\$7,755,000
43		Major Collector	Cotton Lane	Del Rio Pike	Fieldstone Parkway	0.8	Improve Existing Lanes	Both	\$3,810,000
44		Minor Arterial	Liberty Pike	Terminus of Existing Liberty Pike	Wilson Pike	0.8	New 2 Lane Road	N	\$4,185,000
45		Minor Collector	Peytonsville Road	Southeastern Urban Growth Boundary	Long Lane	0.8	Improve Existing Lanes	Y	\$3,265,200
46		Major Collector	General George Patton Drive	Moore's Lane	Mallory Station Road	1.2	Improve Existing Lanes	Both	\$6,857,000
47		Major Arterial	South Carothers Road	Franklin Commons	Exist. 90-Degree Curve	0.9	Widen From 2 and 3 Lanes to 4 Lanes	Y	\$7,345,000
48		Major Arterial	Cool Springs Boulevard	Mack Hatcher Parkway	Carothers Parkway	2.0	Widen From 4 to 6 Lanes	Y	\$22,776,000
49	SR 96	Major Arterial	SR 96	Eddy Lane	Mack Hatcher Parkway	0.8	Widen From 2 and 3 Lanes to 4 Lanes	Y	\$6,655,000
50		Minor Collector	Peytonsville Road	Terminus of Existing Peytonsville Road	Long Lane	0.9	New 2 Lane Road	N	\$4,875,000
51		Minor Arterial	1st Avenue North	North Margin Street	Bridge Street	0.2	New 2 Lane Road	Y	\$1,225,000
52		Minor Collector	Market Street	Clovercroft Road	Murfreesboro Rd	1.5	New 2 Lane Road	Both	\$7,550,000
								Total	\$307,785,553

APPENDIX C – ROADWAY INVENTORY

Road	From	To	Functional Classification	No. of Lanes	Pavement Width (ft)	Left Shoulder Width (ft)	Right Shoulder Width (ft)	Left Ditch/C&G/Curb	Right Ditch/C&G/Curb	Left Sidewalk (Y/N)	Right Sidewalk (Y/N)
1st Ave. S.	S. Margin Street	Church Street	Major Collector	2	22	0	0	Curb	Ditch	Y	N
1st Ave. S.	Church Street	E. Main Street	Major Collector	2	22	0	0	C&G	C&G	Y	Y
1st Ave. N.	East Main Street	Bridge Street	Minor Arterial	2	22	4	8	Curb	Ditch	Y	N
2nd Ave.	S. Margin Street	N. Margin Street	Major Collector	2	24	5	0	C&G	C&G	Y	Y
3rd Ave. N.	E. Main Street	N. Margin Street	Minor Arterial	2	24	9	9	Curb	Curb	Y	Y
3rd Ave. S.	S. Margin Street	E. Main Street	Major Arterial	2	24	9	9	C&G	C&G	Y	Y
4th Ave.	Hillsboro Road	S. Margin Street	Major Collector	2	27	0	0	Ditch	Ditch	N	N
5th Ave. S.	S. Margin Street	Main Street	Major Arterial	2	24	3	3	C&G	C&G	Y	Y
5th Ave. N.	Main Street	Bridge Street	Major Arterial	2	24	7	7	C&G	C&G	Y	Y
5th Ave. N.	Bridge Street	4th Ave. N.	Major Arterial	4	48	1	1	Ditch	Ditch	N	N
9th Ave. S.	Columbia Ave.	W. Main Street	Major Collector	2	22	0	0	C&G	C&G	Y	Y
9th Ave. N.	W. Main Street	Fair Street	Major Collector	2	22	0	0	C&G	C&G	N	Y
9th Ave. N.	Fair Street	Green Street	Major Collector	2	22	0	0	Ditch	Ditch	N	N
9th Ave. N.	Green Street	Mount Hope Road	Major Collector	2	22	0	0	Curb	Curb	Y	Y
11th Ave. N.	W. Main Street	Boyd Mill Ave.	Major Collector	2	21	0	0	Curb	Curb	Y	Y
11th Ave. N.	Boyd Mill Ave.	Mount Hope Road	Major Collector	2	24	0	0	C&G	C&G	Y	N
11th Ave. S.	Natchez Street	W. Main Street	Major Collector	2	18	0	0	Ditch	Curb	N	Y
Acadia Ave.	Championship Blvd.	Jewel Ave.	Minor Collector	2	24	0	0	Ditch	Ditch	N	N
Addison Ave.	Stonewater	Prospect Ave.	Minor Collector	2	24	0	0	C&G	C&G	Y	Y
Arno Road	Hwy. 96 (Murfreesboro Rd.)	S. Carothers Road	Major Collector	2	18	3	3	Ditch	Ditch	N	N
Aspen Grove Drive	Seaboard Lane	Jordan Road	Major Collector	3	36	0	0	C&G	C&G	Y	Y
Bakers Bridge Ave.	Seaboard Lane	Mallory Lane	Major Collector	3	36	0	0	Curb	Curb	N	N
Bakers Bridge Ave.	Mallory Lane	Galleria Blvd.	Major Collector	5	60	0	0	C&G	C&G	Y	Y
Bakers Bridge Ave.	Galleria Blvd.	Carothers Pkwy.	Major Collector	4	48	0	0	C&G	C&G	Y	Y
Bakers Bridge Ave.	Carothers Pkwy.	Eastern Terminus	Major Collector	3	36	3	3	C&G	C&G	Y	Y
Battle Ave.	W. Main Street	Columbia Ave.	Minor Collector	2	23	0	0	Ditch	Ditch	N	Y
Boyd Mill Ave.	Hwy. 96 (Murfreesboro Rd.)	Downs Blvd.	Major Collector	2	22	0	0	Ditch	Ditch	N	N
Boyd Mill Ave.	Downs Blvd.	Hwy. 96 (Murfreesboro Rd.)	Major Collector	2	24	3	3	C&G	C&G	Y	Y
Bridge Street	Hillsboro Road	3rd Ave. N.	Minor Arterial	2	28	0	0	Curb	Curb	Y	Y
Bridge Street	3rd Ave. N.	1st Ave. N.	Minor Arterial	2	28	0	0	Curb	Ditch	Y	N
Carlisle Lane	Hwy. 96 (Murfreesboro Rd.)	Del Rio Pike	Major Collector	2	19	0	0	Ditch	Ditch	N	N
Carothers Pkwy.	Murfreesboro Road	Moores Lane	Major Arterial	4	48	0	0	C&G	C&G	Y	Y
Carothers Pkwy	Hwy. 96 (Murfreesboro Rd.)	Franklin Commons	Major Arterial	4	48	0	0	C&G	C&G	Y	Y
Carothers Pkwy	Franklin Commons	90 deg. curve	Major Arterial	3	36	0	0	C&G	C&G	Y	N
Carothers Pkwy	90 deg. curve	Arno Rd.	Major Collector	2	20	0	0	Ditch	Ditch	N	N
Carters Creek Pike	Southern UGB	stream	Minor Arterial	2	22	5	5	Ditch	Ditch	N	N

APPENDIX F – EXISTING AND PROPOSED FUNCTIONALLY CLASSIFIED ROADS





PROJECT NUMBER: 6

PROJECT DESCRIPTION

Road: 3rd Avenue North

Termini: 5th Avenue North to North Margin Street

Length: 0.2 miles

Improvement: New 2 lane road

Functional Class: Minor Arterial

2008 LOS: N/A

2035 LOS (E+C): N/A

2035 LOS (E+C+I): A

Priority: Short Term

ESTIMATED COST: \$4,000,000





PROJECT NUMBER: 51

PROJECT DESCRIPTION

Road: 1st Avenue North

Termini: North Margin Street to Bridge Street

Length: 0.2 miles

Improvement: New 2 lane road

Functional Class: Minor Arterial

2008 LOS: N/A

2035 LOS (E+C): N/A

2035 LOS (E+C+I): C

Priority: Mid Term

ESTIMATED COST: \$1,200,000



**Request for Construction Change
Change Order No. 1**

City of Franklin
Engineering Office
109 Third Avenue South
Franklin, TN 37064

Contract No. 2014-0065
Project Charlton Green Sanitary Sewer Improvements

Whereas, we **Underground Pipe & Construction** entered into an contract with the CITY OF FRANKLIN, on **April 7, 2014**, for the construction by said Contractor of the above designated contract; and Whereas, certain items of construction encountered are not covered by the original contract, we desire to submit the following additional items of construction to be performed by the Contractor and paid by the City at the prices scheduled therefore below:

Reason for Change Order:

- Add Alternate 1 to the original contract to include the repaving of Watercress Drive, Basil Court and Tarragon Court

Attachments (List documents supporting change):

- N/A

Item No.	Description of Work	Unit	Estimate Quantity	Unit Price	Amount
411-01.11	Asphalt Surface (PG64-22, 1.5" depth)	TON	330	\$100.00	\$33,000.00
415-01.02	Cold Planing	SY	3,900	\$3.25	\$12,675.00
TOTAL					<u>\$45,675.00</u>

CHANGE IN CONTRACT PRICE:
Original Contract Price:
\$429,999.00
Net Increase (Decrease) from previous Change Orders
\$0.00
Contract Price prior to this Change Order:
\$429,999.00
Net INCREASE of this Change Order:
\$45,675.00
Contract Price with All Approved Change Orders:
\$475,674.00

CHANGE IN CONTRACT TIMES:
Original Contract Times:
Substantial Completion: March 10, 2015
Ready for final payment: April 9, 2015
Net change from previous Change Orders
Substantial Completion: N/A
Ready for final payment: N/A
Contract Times prior to this Change Order:
Substantial Completion: March 10, 2015
Ready for final payment: April 9, 2015
Net increase (decrease) this Change Order:
Substantial Completion: N/A
Ready for final payment: N/A
Contract Times with all approved Change Orders:
Substantial Completion: March 10, 2015
Ready for final payment: April 9, 2015

Now, Therefore, We, Underground Pipe & Construction, hereby agree to this Supplemental Agreement consisting of the above mentioned items and prices, and agree that this Supplemental Agreement is hereby made a part of the original contract and will be performed by this Contractor in accordance with specifications thereof, and that the original contract remain in full force and effect, except in so far as specifically modified by this supplemental Agreement.

RECOMMENDED FOR APPROVAL BY:

By: Patricia Proctor
CITY PROJECT MANAGER
Date: 10/21/14

By: Paul P. H. Jr.
DIRECTOR OF ENGINEERING
Date: 10/21/14

ACCEPTED:

By: Termy Williams
CONTRACTOR (Authorized Signature)
Date: 10-17-14

APPROVED:

By: _____
OWNER (Authorized Signature)
Date: _____

RESOLUTION NO. 2014-79

TO BE ENTITLED: "A Resolution to Submit an Application to the Tennessee Department of Transportation for the 2015 Safe Routes to School Program."

WHEREAS, Safe Routes to School is a competitive grant program that funds infrastructure improvements and programs to encourage students to walk and bike to school; and

WHEREAS, the City of Franklin recently completed the construction of a sidewalk and multiuse path along New Highway 96 West (SR-96W) as a part of the Carlisle Lane Intersection Improvement Project; and

WHEREAS, the City of Franklin seeks to apply for a 2015 Safe Routes to School Grant in order to fund the completion of a multiuse path between Vintage Grove Lane to Vera Valley Drive, which provides access to Freedom Middle School; and

WHEREAS, on March 13, 2014, the City of Franklin Board of Mayor and Alderman (BOMA) approved Resolution 2014-13, which provided funding for the FY 2014-2018 Capital Investment Program (CIP), including one hundred eight thousand two hundred twenty and no/100 dollars (\$108,220.00) for the construction of sidewalk along Highway 96 West (SR-96W), from Downs Boulevard to Freedom Middle School; and

WHEREAS, in April of 2014 the budget for the project was significantly increased to construct a multiuse path verses a five foot (5') sidewalk along Hwy 96W with an estimated cost of six hundred thousand and no/100 dollars (\$600,000.00); and,

WHEREAS, preliminary engineering on this project was performed in-house by City of Franklin Engineering Department staff; and

WHEREAS, Safe Routes to School projects and activities are one hundred percent (100%) federally funded up to a maximum of two hundred fifty thousand and no/100 dollars (\$250,000); and

WHEREAS, the City of Franklin will be responsible for the administration of the project and any cost over that approved under the Safe Routes to School Program if awarded.

NOW THEREFORE, BE IT RESOLVED, BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the City of Franklin Mayor and Staff are authorized to sign and submit the required application for the 2015 Safe Routes to School Grant Program to the Tennessee Department of Transportation that, if awarded, would help fund completion of a multiuse path from Vintage Grove Lane to Vera Valley Drive, allowing residents, visitors and students to safely walk and bike along New Highway 96 West (SR-96W) to and from Freedom Middle School, subdivisions and local businesses.

IT IS SO RESOLVED AND DONE on this ____ day of _____ 2014

ATTEST:

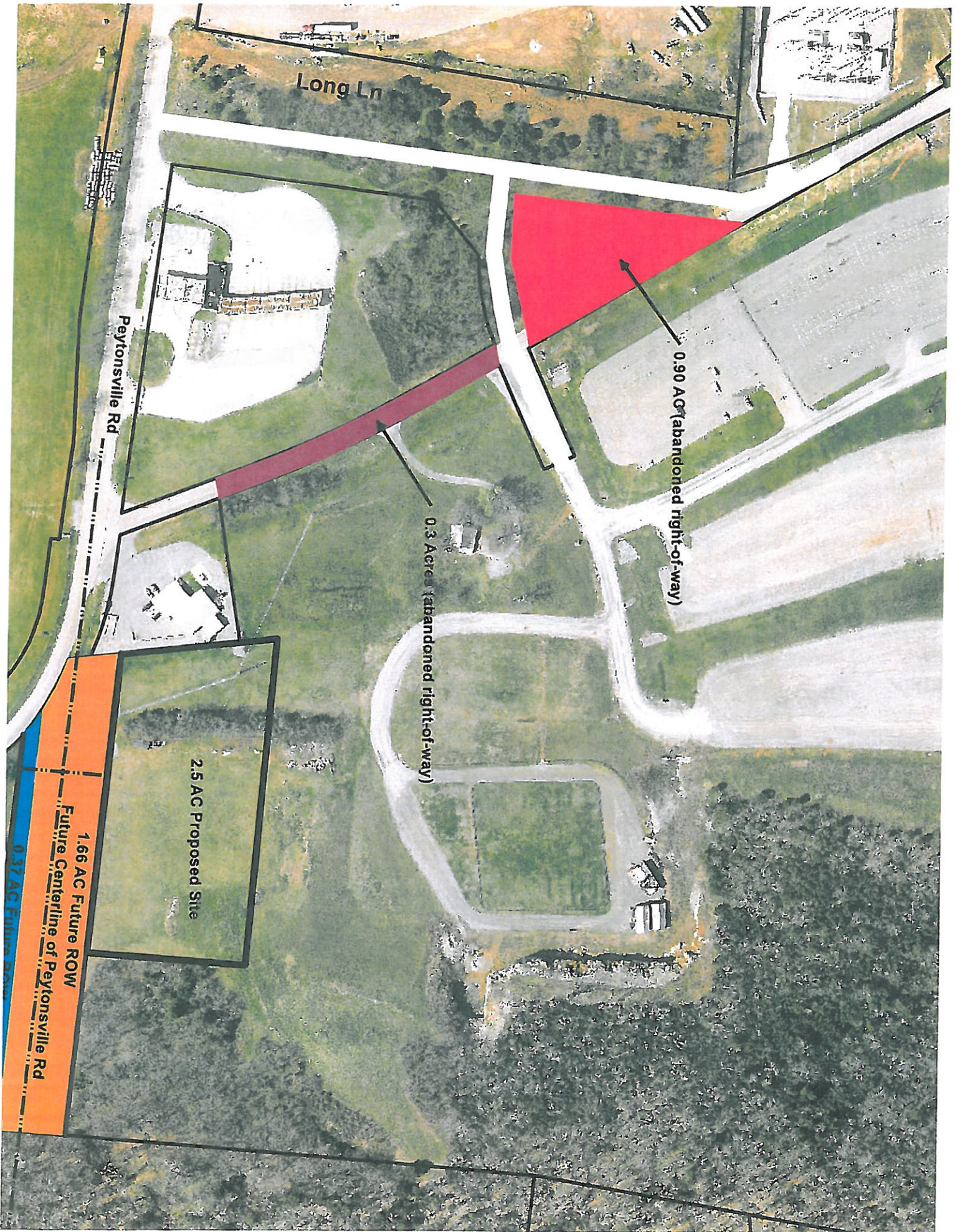
CITY OF FRANKLIN, TENNESSE

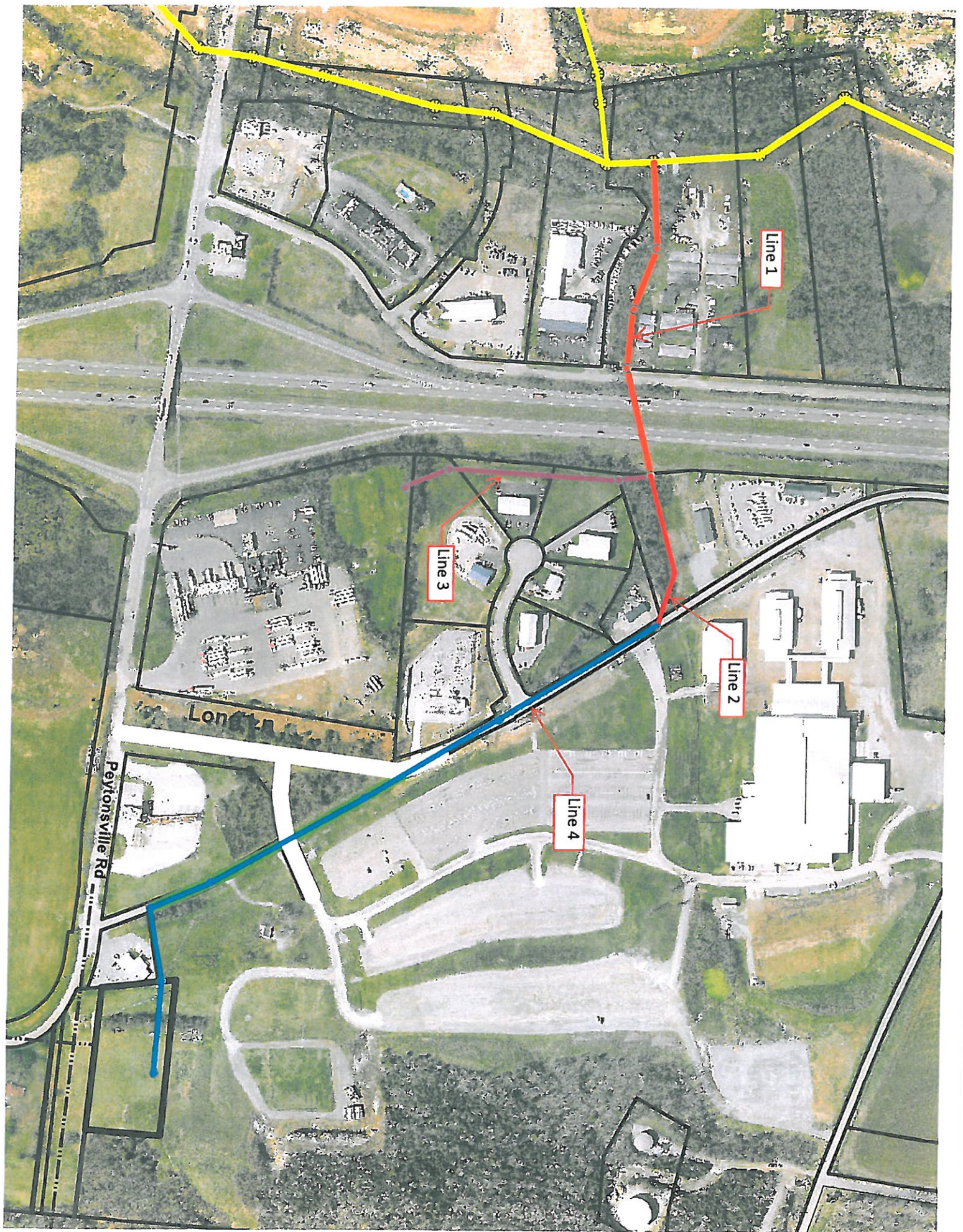
By: _____
ERIC S. STUCKEY
City Administrator

By: _____
DR. KEN MOORE
Mayor

Approved as to Form

By: _____
Shauna R. Billingsley
City Attorney





INTERLOCAL AGREEMENT BETWEEN
WILLIAMSON COUNTY, TENNESSEE, AND THE CITY OF FRANKLIN, TENNESSEE
COF Contract No 2014-0294

THIS INTERLOCAL AGREEMENT, (“Agreement”), is made and entered into pursuant to Tennessee law, by and between WILLIAMSON COUNTY, TENNESSEE, (hereinafter “County”), and the CITY OF FRANKLIN, TENNESSEE, (hereinafter “City”), concerning the installation of a sanitary sewer infrastructure in consideration for the transfer of real property.

WHEREAS, the parties have the express authority, upon approval of their governing bodies, to enter into interlocal agreements pursuant to *Tennessee Code Annotated*, Section 12-9-104 to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, *Tennessee Code Annotated*, Section 12-9-110(a) provides counties the authority to convey real property to another governmental entity if the property will be used for a public purpose and the governing bodies of each party approves the terms of the conveyance; and

WHEREAS, the City maintains and operates a sanitary sewer collection system and is in the process of expanding the system to and along Long Lane; and

WHEREAS, the County owns real property that contains its Agricultural Exposition Park facility located at 4215 Long Lane, Franklin, Tennessee and referenced as Tax Map 117, Parcel 27.00 (“Ag Park”); and

WHEREAS, currently, the County contracts with a private entity to pump and haul the wastewater from the Ag Park which results in substantial cost to the County; and

WHEREAS, the City has agreed to extend its sanitary sewer infrastructure to and along Long Lane to provide sanitary sewer services to the Ag Park and as consideration the County has agreed to transfer ownership of approximately 2.5 acres of the Ag Park property to the City to construct a fire station to provide fire protection and related emergency response services to the surrounding area; and

WHEREAS, the parties recognize that the joint cooperation in the provision of public services benefits both the City of Franklin and Williamson County.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties 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 sanitary sewer services to the Ag Park in return for the transfer of a portion of the Ag Park property of approximately 2.5 acres to the City for the construction of a fire protection station and possible future ambulance station.
2. **CREATION OF SEPARATE ENTITY.** This Agreement does not create a separate entity, nor shall it be interpreted as creating a separate entity under any circumstances.
3. **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.
4. **TRANSFER OF PROPERTY INTEREST.**

a. For good and valuable consideration, County shall convey, transfer and quitclaim unto the City all of County's right, title and interest in an approximate 2.5 acre portion of property located at Tax Map 117, Parcel 27.00 and which is more particularly described in Exhibit A which is attached and made a part of this Agreement. In addition, the County agrees to grant temporary construction easements and permanent easements needed to install the Sanitary Sewer Infrastructure, if any.

b. For good and valuable consideration, the City shall acquire from the State of Tennessee an existing parcel of approximately 0.9 acres along Long Lane when the State finishes the road construction work. Upon receiving the property from the State, the City agrees to convey, transfer and quitclaim the 0.9 acre parcel as well as a 0.3 acre parcel owned by the City to the County as part of the compensation for the approximately 2.5 acre parcel received from the County. The parcels are more particularly described on Exhibit B, which is attached and made a part of this Agreement.

5. ACCESS TO SEWER COLLECTION SYSTEM. The City shall design and construct, at City's sole expense, all sanitary sewer main lines and related sanitary sewer improvements and appurtenances needed to expand the sanitary sewer services to the County's Ag Park property line and to provide access to the City's sanitary sewer system, all in accordance with applicable federal, state and local regulations. The City shall determine the location of the sanitary sewer main lines and related sanitary sewer improvements ("Sanitary Sewer Infrastructure") within the available rights-of-way. The point of connection to the City's sanitary sewer line on Long Lane shall be at such location as the parties mutually agree. The County shall be responsible for the cost to run the sanitary sewer lines from the Ag Park facilities to the point of connection. The City shall be responsible for connecting the County's line to the Sanitary Sewer Infrastructure.

6. SANITARY SEWER CONNECTION FEES. As further compensation for the transfer of real property to the City, the City agrees to be responsible for all cost associated with sanitary sewer connection, access, impact and tap fees for the County.

7. AMBULANCE SERVICES. Recognizing the possible need for an ambulance station for the Long Lane – Peytonsville Road area, the City agrees to consider in good faith authorizing the County to station ambulances at the City's proposed fire station to provide emergency medical services to the surrounding areas.

8. FUNDING. Each Party shall be responsible for obtaining approval of the parties' legislative bodies, appropriation of funds to carry out the duties and responsibilities as set out in this Agreement and under applicable law. The parties agree to act in good faith in seeking the appropriation of funds from their respective legislative bodies.

9. NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this Agreement. No person or entity other than a party to this Agreement shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Agreement.

10. AUTHORITY TO ENTER INTO AGREEMENT. This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act*, T.C.A. 12-9-101, et. seq., and the parties agree that all approvals and filings required by the terms of said Act shall be achieved as soon as possible from and after the execution of this Agreement.

11. NOTICE. All notices under this Agreement shall be given in writing, addressed to the following persons:

To: Williamson County
Attn: Williamson County Mayor
1320 West Main St., Suite 125
Franklin, TN 37064

To: City of Franklin
Attn: City Administrator
103 3rd Avenue South
Franklin, TN 37064

Written notices shall be deemed received three days after the same are deposited in the United States Mail, postage prepaid, addressed as provided above.

12. MISCELLANEOUS.

a. Relationship. In consideration of the mutual covenants provided herein, the parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to this Agreement.

b. 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.

c. Dispute Resolution. The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law.

d. 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.

e. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual agencies 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.

f. 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.

g. Assignment. The rights and obligations of this Agreement are not assignable.

h. 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.

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

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

Williamson County, Tennessee:

City of Franklin:

By: _____

By: _____

Date: _____

Date: _____

Approved as to form and legality:

Approved as to form and legality:

County Attorney

City Attorney



**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION
PROGRAM DEVELOPMENT & ADMINISTRATION DIVISION
LOCAL PROGRAM DEVELOPMENT OFFICE**

SUITE 600, JAMES K. POLK BUILDING
505 DEADERICK STREET
NASHVILLE, TN 37243-1402
(615) 741-5314

JOHN C. SCHROER
COMMISSIONER

BILL HASLAM
GOVERNOR

October 22, 2014

The Honorable Ken Moore
Mayor, City of Franklin
109 Third Ave. South
Franklin, TN 37064

Re: Mack Hatcher Parkway West, From South of SR-96 West of Franklin to East of SR-106 (US-431)
North of Franklin
Franklin, Williamson Co
PIN: 101454.01
Federal Project Number: STP-397(8), STP/HPP-397(10)
State Project Number: 94092-1224-14/94092-2226-14
Contract Number: 070112

Dear Mayor Moore:

I am attaching an amendment to the original contract. The amendment deletes Exhibit A in its entirety and replaces with Exhibit A for Amendment 3 which adds STP funds to the Preliminary Engineering-Design phase. Please review the amendment and advise me if it requires further explanation. If you find the amendment satisfactory, please execute it in accordance with all rules, regulations and laws, obtain the signature of the attorney for your agency, and return it to me. Once the amendment is fully executed, we will send a copy to you for your records.

If you have any questions or need any additional information, please contact Ms. Maria Hunter at 615-532-3632 or maria.hunter@tn.gov.

Sincerely,

A handwritten signature in blue ink that reads "Whitney Sullivan".

Whitney Sullivan
Transportation Manager

Attachment

COF Contract No.: 2009-0051

Amendment Number: 3

Agreement Number: 070112

Project Identification Number: 101454.01

Federal Project Number: STP-397(8)/STP/HPP-397(10)

State Project Number: 94092-1224-14/94092-2226-14

**FOR IMPLEMENTATION OF SURFACE TRANSPORTATION
PROGRAM ACTIVITY**

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 between the parties of their respective obligations related to the management of the project described as:

"Mack Hatcher Parkway West, from SR-96 West of Franklin to SR-106(US-431) North of Franklin"

The language of AGREEMENT # 070112 dated June 24, 2013 Exhibit A is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment **3**.

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.

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

**STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION**

By: _____ Date _____ By: _____ Date _____
Ken Moore **John C. Schroer**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ Date _____ By: _____ Date _____
Shauna Billingsley **John Reinbold**
City Attorney **General Counsel**

EXHIBIT “A” for Amendment 3

AGREEMENT NUMBER: 070112

PROJECT IDENTIFICATION NUMBER: 101454.01

FEDERAL PROJECT NUMBER: STP-397(8)/STP/HPP-397(10)

PROJECT DESCRIPTION: MACK HATCHER PARKWAY WEST, FROM SOUTH OF SR-96 WEST OF FRANKLIN TO EAST OF SR-106 (US-431) NORTH OF FRANKLIN

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: NEW CONSTRUCTION

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
NEPA/SURVEY	STP	80%	20%	0%	\$400,000.00
DESIGN/ROW	LOCAL FUNDS	0%	0%	100%	\$5,000,000.00
DESIGN	STP	80%	20%	0%	\$632,556.00
ROW-	STP	80%	20%	0%	\$9,000,000.00
ROW-	HPP	80%	20%	0%	3,500,000.00

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 due to any action on the part of the Agency.

LEGISLATIVE AUTHORITY: STP: 23 U.S.C.A, Section 133, Surface Transportation Program funds allocated or subject to allocation to the Agency.

FUTURE BUDGET REQUEST: The Department shall include a request for funding for the Construction phase of the project into a future budget request to the Legislature. Then the Department shall administer the Construction phase of the Project if such funding request is approved. The Construction phase shall include, but not be limited to, advertisement and award of the construction contract; and providing for the construction engineering, inspection, and contract administration.

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.