



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, October 13, 2015

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [15-0909](#) *Consideration of Event Permit for Juvenile Diabetes Research Foundation (JDRF) Ride to Cure Bike Ride on October 31, 2015 in the Cool Springs Area

Sponsors: Deb Faulkner
Attachments: [JDRF 2015 REVISED App.pdf](#)
2. [15-0910](#) Consideration of Event Permit for the Turkey Trot 5K Sponsored by Graceworks Ministries on November 26, 2015 in Cool Springs (10/13/2015 WS)

Sponsors: Deb Faulkner
Attachments: [Turkey Trot REVISED App 2015.pdf](#)
3. [15-0879](#) *Consideration of Retail Liquor License application for Brinkmann's Wine and Spirits (Surati Retail Investments 3, LLC;) Vrushank Ramesh Surati (Managing Agent), 103 International Drive, Franklin, Tennessee, 37067.

Sponsors: Lanaii Benne
Attachments: [2015 Certificate Vru Surati for Brinkmanns.doc](#)
4. [15-0897](#) Consideration of the McEwen Interchange Landscape Enhancement Project at an Estimated Cost of \$36,594.19 (10/13/2015 WS)

Sponsors: Joe York and Lisa Clayton
Attachments: [Presentation McEwen Interchange Enhancement Project.pdf](#)

5. [15-0905](#) *Consideration of Resolution No. 2015-81 entitled, "A Resolution to approve a PILOT (Payment in Lieu of Taxes) Program for the Lampo Group, Incorporated, as requested by the Industrial Development Board of Williamson County, Tennessee (10/13/15 WS)

Sponsors: Eric Stuckey

Attachments: [Lampo - Resolution 2015-81](#)
[Lampo - Project Agreement](#)
[Lampo - IDB Resolution](#)
[Lampo Property Tax calculations](#)

6. [15-0827](#) Consideration of Ordinance 2015-50, to be Entitled, "An Ordinance to Rezone 7.43 Acres from Estate Residential (ER) District to Residential 3 (R-3) District for the Properties Located at 1034 and 1040 Carlisle Lane." (9/24/15 FMPC motion to recommend disapproval 7-1) (10/13/2015 WS; 1st Reading 6-2 on 11/10/15; 01/12/16 BOMA 4-3) THIRD AND FINAL READING

Sponsors: Ald. Ann Petersen

Attachments: [ORD 2015-50 Cardel Village PUD Subdivision Rezoning Request.doc](#)
[5915 MAP CARDEL VILLAGE REZONING.pdf](#)
[5915 Rezoning Full Set Cardel Village PUD.pdf](#)

Legislative History

9/24/15	Franklin Municipal Planning Commission	recommended unfavorably to the Work Session
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7. [15-0828](#) PUBLIC HEARING: Consideration Of Resolution 2015-79 To Be Entitled, "A Resolution Approving A Development Plan For The Cardel Village PUD Subdivision, Located At 1034 And 1040 Carlisle Lane, By The City Of Franklin, Tennessee" (09/24/15 FMPC motion to recommend disapproval 6-2) (10/13/2015 WS)

Sponsors: Ald. Ann Petersen

Attachments: [RES 2015-79 CORRECTED.pdf](#)
[5916 Cardel Village PUD Subdivision Map Revised](#)
[5916 CardelVillageCOA](#)
[5916 Elevations Cardell Village PUD Development Plan 9.3.2015-2.pdf](#)
[5916 Site Layout Cardell Village PUD Development Plan 9.3.2015.pdf](#)
[5916 Complete Set Cardell Village PUD Development Plan 9.3.2015.pdf](#)

Legislative History

9/24/15	Franklin Municipal Planning Commission	recommended unfavorably to the Work Session
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8. [15-0855](#) Consideration of Ordinance 2015-52, "Ordinance To Rezone 21.31 Acres Into The Height Overlay District (HTO) For The Properties Located Within The Cool Springs East Subdivision 501 & 1000 Corporate Centre Drive (Lots 370 & 372)" (09/24/15 FMPC 7-0; 10/13/15 1ST BOMA Reading 7-0; 11/10/15 2nd Reading 8-0) THIRD AND FINAL READING
- Sponsors:** Ald. Ann Petersen
- Attachments:** [ORD 2015-52 Cool Springs East Subd Sec 1 Rev 3 HTO Rezoning.doc](#)
[Cool Springs East Subd Sec 1 Rev 3 HTO Rezoning Map.pdf](#)
[20140454 Cool Springs East Section 1 Rezoning - Combined.pdf](#)
- Legislative History**
- | | | |
|---------|--|--|
| 9/24/15 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
|---------|--|--|
9. [15-0860](#) Consideration Of Ordinance 2015-53, To Be Entitled "An Ordinance To Amend The Zoning Ordinance Of The City Of Franklin, Tennessee, Chapter 3, Section 3.3, Subsection 3.3.1 (3) Pertaining To Lot Measurements And Amend Chapter 3, Section 3.3, Subsection 3.3.3, Table 3-6 Entitled "Site Development Standards For Residential Building Types In Conventional Areas [1], [2], [3], [10]" And Table 3-8 Entitled "Site Development Standards For Traditional Areas [1], [2], [3]" To Add Minimum Lot Frontage Requirements For Residential Detached; (09/24/15 FMPC 8-0; 10/13/15 BOMA 1st Reading 7-0; 11/10/15 2ND Reading 8-0; Deferred from 11/24/15) THIRD AND FINAL READING
- Sponsors:** Ald. Ann Petersen
- Attachments:** [2015-53 Lot Frontage Text Amendment Law approved](#)
[HZC Recommendation for Consideration of Minimum Lot Frontage Requiremen](#)
- Legislative History**
- | | | |
|---------|--|--|
| 9/24/15 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
|---------|--|--|
10. [15-0877](#) PUBLIC HEARING: Consideration Of Resolution 2015-80, To Be Entitled, "A Resolution Approving A Development Plan For 231 Public Square PUD Subdivision, With 1 Modification Of Standards (MOS-1 Location Of Drive-Thru Structure), Located At 231 Public Square, By The City Of Franklin, Tennessee."; (09/24/15 FMPC 8-0; 10/13/2015 WS)
- Sponsors:** Ald. Ann Petersen
- Attachments:** [Res 2015-80 231 PUBLIC SQUARE PUD Subd DP Resolution with 1 MOS](#)
[231 Public Square DP MAP](#)
[Conditions of Approval 231 Public Square DP](#)
[Development Plan 5927 231 Public Square](#)
[Elevations 5927 231 Public Square COPY](#)
[COA 231 Public Sq St development plan PUD concept](#)
- Legislative History**

9/24/15 Franklin Municipal Planning Commission recommended favorably to the Board of Alderman and to the Work Session

11. [15-0887](#) PUBLIC HEARING: Consideration Of Initiating the Annexation Process and Draft Plan of Services, Resolution 2015-73, For The Annexation of Certain Areas on Clovercroft Road, Specifically 4150 Clovercroft Road and the Parcel Immediately Adjacent to the East (Parish Presbyterian Church). (10/13/2015 WS)
- Sponsors:** Planning and Sustainability Dept
- Attachments:** [RES 2015-73 Plan of Services for Parish Presbyterian Church Clovercroft Rd L](#)
[Annexation Draft POS Aerial Map.pdf](#)
[PARISH PRESBYTERIAN CHURCH Rezoning.pdf](#)
12. [15-0825](#) Presentation Of Land Use Plan Amendment For McEwen Character Area, Special Area 6, To Add A Neighborhood Commercial Node Along Carothers Parkway, Between Murfreesboro Road And Long Lane. (9/24/15 FMPC 8-0)
- Sponsors:** Planning and Sustainability Dept and Emily Hunter
- Attachments:** [MECO6 LUPA MAP](#)
[McEwen 6 LUP Excerpt](#)
- Legislative History**
- 9/24/15 Franklin Municipal Planning Commission approved
13. [15-0934](#) Presentation of Land Use Plan Amendment To Move The Existing Boundary Between Central Franklin Character Areas 4 And 6, Located At 405 Eddy Ln. (09/24/15 FMPC 8-0)
- Sponsors:** Ald. Ann Petersen
- Attachments:** [CFCO 4 and 6 LUP Excerpt](#)
[405 EDDY LANE LUPA MAP](#)
[405 Eddy Lane LUPA-Applicant Submittal](#)
14. [15-0889](#) *Consideration of Resolution 2015-82, a Resolution to Authorize Staff to Enter into Contract Negotiations with Barge Waggoner Sumner & Cannon, Inc. for the Preliminary Engineering Phase (Environmental Only) for the Columbia Avenue Widening Project (10/13/15 WS)
- Sponsors:** Paul Holzen and Engineering
- Attachments:** [Res 2015-82 ColumbiaAveWidening Negotiations LAW Approved.pdf](#)

15. [15-0890](#) *Consideration of Amendment No. 2 to the TDOT Contract No. 110291 (COF Contract No. 2011-0129) for the Franklin ITS Extension (TDOT PIN 116144.00) and Adaptive Signal Control Technology (TDOT PIN 116144.01) projects for a time extension and a redistribution of existing funds
- Sponsors:** Engineering
- Attachments:** [116144.00 Amendment REVISED.pdf](#)
16. [15-0845](#) Consideration of Bid Award to ESC Lab Sciences of Mt. Juliet, Tennessee, in the Total Estimated Amount of \$39,964 per year for Industrial Pretreatment Sampling and Test, Water Reclamation Facility Influent and Effluent Testing, and Testing of River Samples for the Water Reclamation Division of the Water Management Department (Purchasing Office Procurement Solicitation No. 2016-005; \$47,250.00 Budgeted For All Water Reclamation Laboratory Services in 431-82280-52213 For Fiscal Year 2016; Contract No. 2015-0328) (10/13/2015 WS)
- Sponsors:** Mark Hilty and Michelle Hatcher
- Attachments:** [2016-005 Tabulation of bids](#)
[2015-0328 Procurement Agreement, approved by Law, signed for vendor, with :](#)
17. [15-0891](#) Consideration of Amendment No. 2 to COF Contract No. 2013-0001, Professional Services Agreement with CDM Smith for the Water Reclamation Facility Modifications and Expansion Project in the Amount Not to Exceed of \$740,500.00 (10/13/2015 WS)
- Sponsors:** Mark Hilty
- Attachments:** [COF 2013-0001 PSA CDM Amendment 2 Request.pdf](#)
[00027873](#)
18. [15-0894](#) Consideration of Contract Number 2015-0286 with BRIDGES for the Emergency Shelter Grant program - Sub-recipient Agreements for Program Year 2015-16 In The Amount of \$62,319.00. (10/13/2015 WS)
- Sponsors:** Chris Bridgewater and Building and Neighborhood Services (BNS)
- Attachments:** [THDA 2015-0283](#)
[00027712](#)

19. [15-0826](#) *Consideration Of Bid Award To Truckers Lighthouse, Inc. Of Nashville, Tennessee In The Total Lump-Sum Amount Of \$76,711.90 For After-Market Up-Fitting Of Ten (10) New Police Vehicles For The Police Department (Purchasing Office Procurement Solicitation No. 2016-009; Purchase Not Itemized In Budget For Fiscal Year 2016; Contract No. 2015-0334)

Sponsors: Deb Faulkner

Attachments: [2016-009 Tabulation of bids](#)
 [2015-0334 Procurement Agreement, approved by Law, signed for vendor, with :](#)

20. [15-0930](#) Consideration of Resolution 2015-64, A Resolution to Adopt the Police Department Community Room Policy and Guidelines. (10/13/2015 WS)

Sponsors: Deb Faulkner

Attachments: [Resolution 2015-64.pdf](#)
 [Police Dept Community Room Guidelines.pdf](#)
 [Community Room.10.30.15 update Redline.pdf](#)
 [Final.Community Room.10.30.15.update.pdf](#)

21. 15-0870 Discussion Regarding Police Department Body Cameras

Sponsors: Deb Faulkner

Other Business

Adjournment

Anyone requesting accommodations due to disabilities should contact ADA coordinator at 791-3277.

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
☐ Jim Warren Park ☐ Harlinsdale Farm Other: Marriott (private property)

2) Name/purpose of event: JDRF Ride to Cure Diabetes Bicycle Ride

3) Date or dates of event: Friday, Oct. 30/Saturday, Oct. 31, 2015

4) Time of Event: Fri: 10:00 am-12:00 pm/Sat. 7:30 am-5:00 pm

5) Time of Street Closure (if applicable): Saturday - Temp. closures from 7:30-8:00 am

Set-Up Date/Time: 10/31 @ 7:00 am **Tear-down Date/Time:** 11/1 @ 5:30 pm

*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:

Alyson Levine - JDRF

a) Address: 26 Broadway, 14th Floor, New York, NY 10004

b) Phone: 585-967-2425 (Aly) **c) Cell:** 864-414-9290 **d) Fax:** _____

(Chuck)

e) E-mail address: chuckhodge@mac.com

7) Person in charge on day of event: Chuck Hodge

Cell: 864-414-9290 **E-mail address:** chuckhodge@mac.com



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TENNESSEE

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

Name: Aly Levine Cell: 585-967-24-25 E-mail address: alevine@jdrf.org

Name: Tom Gunther Cell: 707-688-7166 E-mail address: tomgunther@yahoo.com

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

Fundraising bicycle ride using attached route. Friday is warmup ride with small group testing bike on the enclosed route under road rules. Saturday main rider will exit Marriott at 0730 and utilize police support. Riders return under road rules.

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:

200-300 riders with 15-20 staff.

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: New York) Local Chapter office in Nashville

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. Fundraising goals are \$2000-4000

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? Juvenile Diabetes Research Foundation

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



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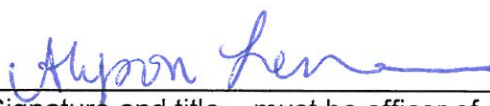
- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Announcements at start line - on Marriott property only.
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
DJ and small sound system.
- 23) During what time period is sound amplification requested? 0700-1730 on event day.
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). no entertainment
- 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. Marriott to provide catering on their property - handling all cleanup.
- 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.



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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: 7/25/15
(Signature and title – must be officer of organization)

Approved by the Board of Mayor and Aldermen on October 13, 2015.

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

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

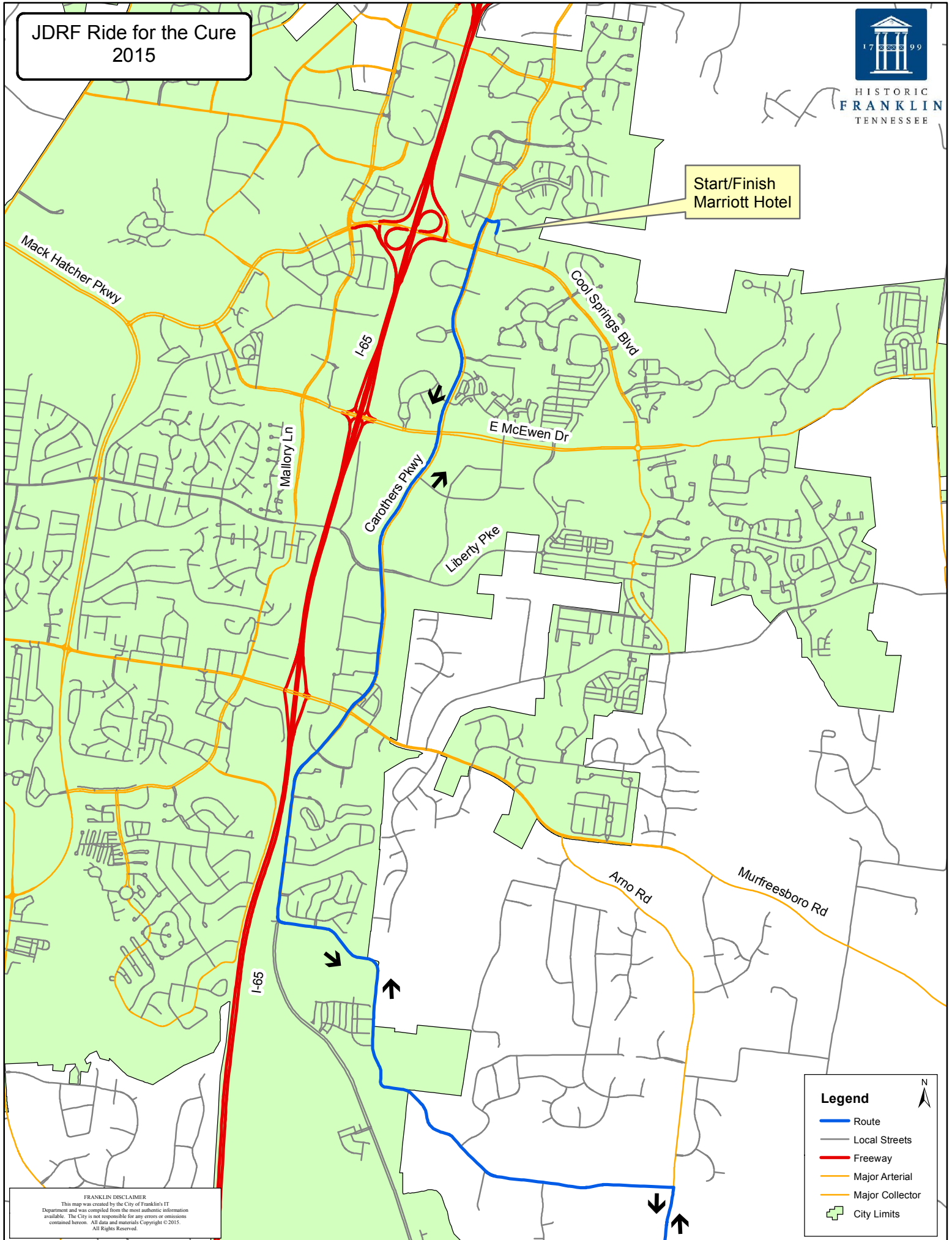
★
★ **Return application to:** ★
★ City Administrator's Office ★
★ City Hall ★
★ 109 Third Ave South ★
★ Franklin, TN 37065 ★
★ 615-791-3217 ★
★ 615-790-0469 (FAX) ★
★

JDRF Ride for the Cure
2015



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TENNESSEE

Start/Finish
Marriott Hotel



Legend

- Route
- Local Streets
- Freeway
- Major Arterial
- Major Collector
- City Limits



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 © 2015. All Rights Reserved.

ETA @ 10 MPH	ETA @ 12 MPH	ETA @ 16 MPH	ETA @ 20 MPH	Incr.	Miles Ridden	Mile to Go	KM Ridden	Action Taken	Location	Turning From	Notes	PD	SO
7:30 AM	7:30 AM	7:30 AM	7:30 AM	0.00	0.00	100.60	0.0	Start	Marriott				
7:30 AM	7:30 AM	7:30 AM	7:30 AM	0.02	0.02	100.58	0.0	Left	Corporate Center	parking lot			
7:30 AM	7:30 AM	7:30 AM	7:30 AM	0.09	0.11	100.49	0.2	Left	Carothers Pkwy.	Corporate Center	light		1
7:31 AM	7:31 AM	7:30 AM	7:30 AM	0.15	0.26	100.34	0.4	cs	Cool Springs Blvd.		light		1
7:32 AM	7:32 AM	7:31 AM	7:31 AM	0.20	0.46	100.14	0.7	cs	Crescent Center Dr.		light		1
7:34 AM	7:33 AM	7:32 AM	7:32 AM	0.22	0.68	99.92	1.1	cs	Nissan Way		light		1
7:37 AM	7:36 AM	7:34 AM	7:33 AM	0.55	1.23	99.37	2.0	cs	McEwen Dr.		light		1
7:41 AM	7:39 AM	7:37 AM	7:35 AM	0.75	1.98	98.62	3.2	cs	Liberty Pike		light		1
7:46 AM	7:43 AM	7:40 AM	7:38 AM	0.77	2.75	97.85	4.4	cs	Murfreesboro Rd.		light		1
8:10 AM	8:03 AM	7:55 AM	7:50 AM	3.96	6.71	93.89	10.8	Right	Arno Rd.	S. Carothers	stop		1
8:17 AM	8:09 AM	7:59 AM	7:53 AM	1.22	7.93	92.67	12.8	Right	Gosey Hill	Arno Rd.	SO on return		1*
8:24 AM	8:15 AM	8:03 AM	7:57 AM	1.10	9.03	91.57	14.5	cs	Long Lane	Gosey Hill			
8:39 AM	8:28 AM	8:13 AM	8:04 AM	2.60	11.63	88.97	18.7	Left	Peytonsville Rd.	Gosey Hill Rd.	stop		
8:41 AM	8:29 AM	8:14 AM	8:05 AM	0.32	11.95	88.65	19.2	Right	Peytonsville Trinity Rd.	Peytonsville Rd.	stop/gas station		
8:42 AM	8:30 AM	8:15 AM	8:06 AM	0.13	12.08	88.52	19.4	cs	TN 840 ramps				
8:43 AM	8:31 AM	8:15 AM	8:06 AM	0.18	12.26	88.34	19.7	Right	Harpeth Peytonsville Rd.	Peytonsville Trinity Rd.	stop		
8:43 AM	8:31 AM	8:16 AM	8:06 AM	0.07	12.33	88.27	19.8	cs	Peytonsville Vol. FD		Rest Stop		
8:44 AM	8:32 AM	8:16 AM	8:07 AM	0.10	12.43	88.17	20.0	cs	Peytonsville Baptist Church				
9:09 AM	8:52 AM	8:31 AM	8:19 AM	4.10	16.53	84.07	26.6	Right	US 431	Harpeth Peytonsville Rd.	stop/gas station/busy		1
9:14 AM	8:57 AM	8:35 AM	8:22 AM	0.90	17.43	83.17	28.1	cs	I-65 overpass		no ramps		
9:17 AM	8:59 AM	8:37 AM	8:23 AM	0.53	17.96	82.64	28.9	Left	Tom Anderson Rd.	US 431			1
9:22 AM	9:03 AM	8:40 AM	8:26 AM	0.77	18.73	81.87	30.1	cs	TN 840 overpass				
9:25 AM	9:06 AM	8:42 AM	8:27 AM	0.55	19.28	81.32	31.0	Left	onto Tom Anderson Rd.	at TJ Pass Rd.	no road sign		
9:30 AM	9:10 AM	8:45 AM	8:30 AM	0.85	20.13	80.47	32.4	Left	McLemore Rd.	Tom Anderson Rd.	stop		
9:33 AM	9:13 AM	8:47 AM	8:31 AM	0.50	20.63	79.97	33.2	cs	US 248		stop/busy/rejoin old course		1
9:35 AM	9:14 AM	8:48 AM	8:32 AM	0.22	20.85	79.75	33.6	Right	TN 31/Columbia Pike	McLemore Rd.	stop		1
9:37 AM	9:16 AM	8:49 AM	8:33 AM	0.45	21.30	79.30	34.3	Left	West Harpeth Rd.	TN 31			1
9:44 AM	9:22 AM	8:54 AM	8:37 AM	1.12	22.42	78.18	36.1	cs	RR Xing				
9:45 AM	9:23 AM	8:54 AM	8:37 AM	0.18	22.60	78.00	36.4	vRight	onto Harpeth Rd.	at Sedberry Rd.			
10:07 AM	9:41 AM	9:08 AM	8:48 AM	3.72	26.32	74.28	42.4	Left	TN 246/Carters Creek Pike	Harpeth Rd.	stop		1
10:11 AM	9:44 AM	9:11 AM	8:50 AM	0.65	26.97	73.63	43.4	Right	Perkins Rd.	TN 246			
10:13 AM	9:46 AM	9:12 AM	8:51 AM	0.33	27.30	73.30	43.9	Right	Gray Ln.	Perkins Rd.			
10:21 AM	9:53 AM	9:17 AM	8:55 AM	1.31	28.61	71.99	46.0	Left	Bear Creek Rd.	Grey Ln.	stop - Rest Stop before turn		
10:22 AM	9:53 AM	9:17 AM	8:56 AM	0.16	28.77	71.83	46.3	vRight	Bailey Rd.	Bear Creek			
10:32 AM	10:02 AM	9:24 AM	9:01 AM	1.63	30.40	70.20	48.9	Left	Bailey Rd.	at Foyd Rd.			
10:43 AM	10:11 AM	9:30 AM	9:06 AM	1.83	32.23	68.37	51.9	Left	TN 46/Leipers Creek Rd.	Bailey Rd.			1
10:44 AM	10:11 AM	9:31 AM	9:07 AM	0.12	32.35	68.25	52.1	Right	TN 46/Pinewood Rd.		SO on return		1*
10:45 AM	10:12 AM	9:31 AM	9:07 AM	0.15	32.50	68.10	52.3	cs	Hillsboro Elementary				
10:48 AM	10:15 AM	9:33 AM	9:09 AM	0.50	33.00	67.60	53.1	Left	Natchez Trace entrance				
10:49 AM	10:16 AM	9:34 AM	9:09 AM	0.25	33.25	67.35	53.5	Right	Natchez Trace Parkway				
10:54 AM	10:20 AM	9:38 AM	9:12 AM	0.90	34.15	66.45	55.0	cs	PM 428				
10:58 AM	10:23 AM	9:40 AM	9:14 AM	0.55	34.70	65.90	55.8	cs	Garrison Creek pullout				
11:00 AM	10:25 AM	9:41 AM	9:15 AM	0.45	35.15	65.45	56.6	cs	PM 427				
11:06 AM	10:30 AM	9:45 AM	9:18 AM	0.85	36.00	64.60	57.9	cs	War of 1812 pullout				
11:06 AM	10:30 AM	9:45 AM	9:18 AM	0.13	36.13	64.47	58.1	cs	PM 426				
11:12 AM	10:35 AM	9:48 AM	9:21 AM	0.87	37.00	63.60	59.5	cs	Burns Branch pullout				
11:12 AM	10:35 AM	9:49 AM	9:21 AM	0.14	37.14	63.46	59.8	cs	PM 425				
11:19 AM	10:41 AM	9:53 AM	9:24 AM	1.16	38.30	62.30	61.6	cs	Tenn. Valley pullout		Rest Stop		
11:24 AM	10:45 AM	9:56 AM	9:27 AM	0.85	39.15	61.45	63.0	cs	PM 423				
11:30 AM	10:50 AM	10:00 AM	9:30 AM	1.00	40.15	60.45	64.6	cs	PM 422				
11:36 AM	10:55 AM	10:04 AM	9:33 AM	1.00	41.15	59.45	66.2	cs	PM 421				
11:48 AM	11:05 AM	10:11 AM	9:39 AM	2.00	43.15	57.45	69.4	cs	PM 419				
11:54 AM	11:10 AM	10:15 AM	9:42 AM	0.95	44.10	56.50	71.0	cs	PM 418				
11:55 AM	11:11 AM	10:15 AM	9:42 AM	0.15	44.25	56.35	71.2	cs	pullout		Aid Station		

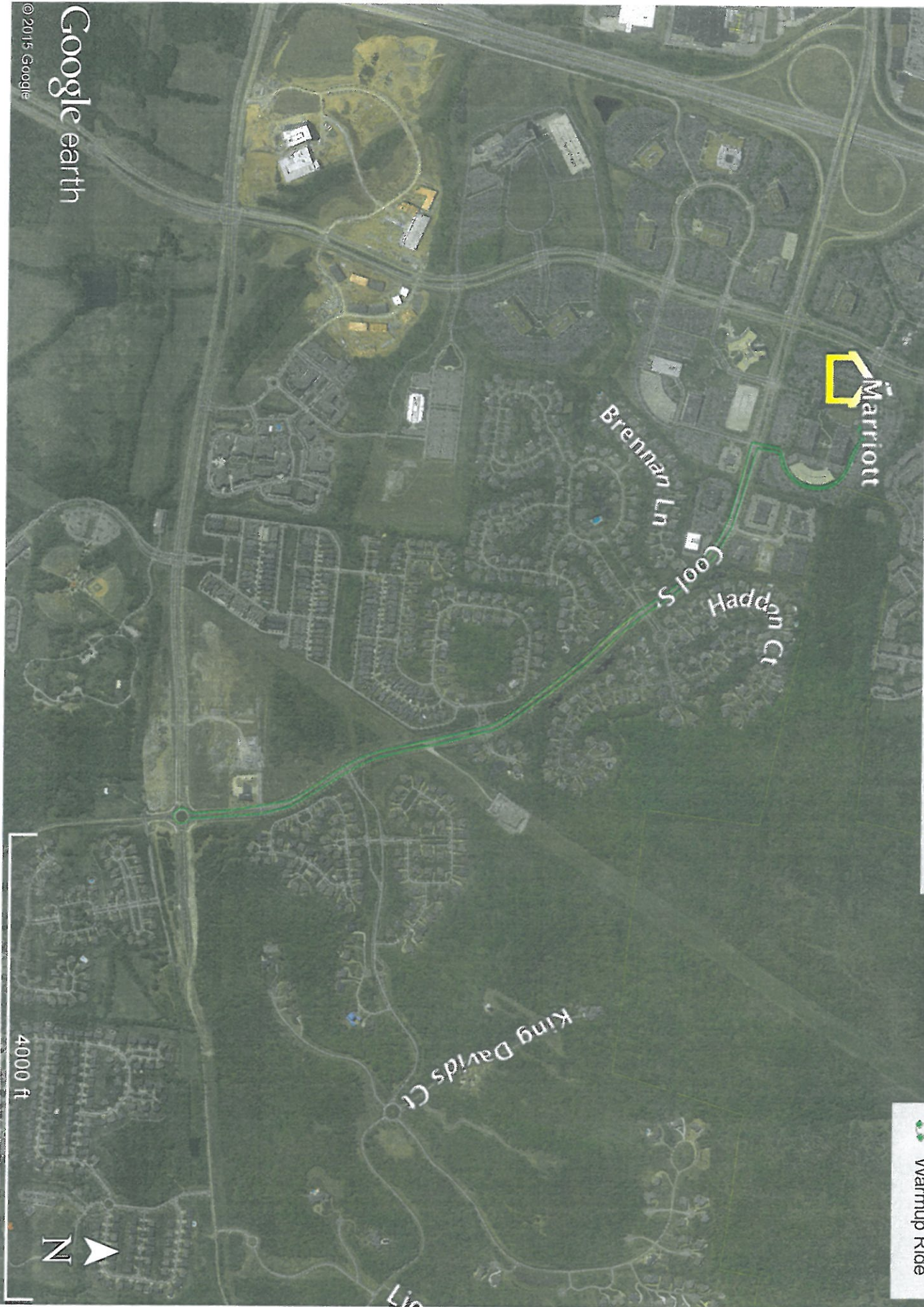
ETA @ 10 MPH	ETA @ 12 MPH	ETA @ 16 MPH	ETA @ 20 MPH	Incr.	Miles Ridden	Mile to Go	KM Ridden	Action Taken	Location	Turning From	Notes	PD	SO
12:00 PM	11:15 AM	10:19 AM	9:45 AM	0.90	45.15	55.45	72.7	cs	PM 417				
12:06 PM	11:20 AM	10:23 AM	9:48 AM	1.00	46.15	54.45	74.3	cs	PM 416				
12:08 PM	11:22 AM	10:24 AM	9:49 AM	0.30	46.45	54.15	74.8	cs	TN 7				
12:12 PM	11:25 AM	10:26 AM	9:51 AM	0.70	47.15	53.45	75.9	cs	PM 415				
12:18 PM	11:30 AM	10:30 AM	9:54 AM	0.97	48.12	52.48	77.4	cs	PM 414				
12:24 PM	11:35 AM	10:34 AM	9:57 AM	0.98	49.10	51.50	79.0	cs	PM 413				
12:31 PM	11:41 AM	10:38 AM	10:00 AM	1.20	50.30	50.30	81.0	cs	Water Valley Overlook		Rest Stop		
12:33 PM	11:42 AM	10:39 AM	10:01 AM	0.21	50.51	50.09	81.3	cs	PM 412				
12:39 PM	11:47 AM	10:43 AM	10:04 AM	0.99	51.50	49.10	82.9	cs	PM 413				
12:45 PM	11:52 AM	10:46 AM	10:07 AM	1.01	52.51	48.09	84.5	cs	PM 414				
12:51 PM	11:57 AM	10:50 AM	10:10 AM	0.99	53.50	47.10	86.1	cs	PM 415				
12:54 PM	12:00 PM	10:53 AM	10:12 AM	0.65	54.15	46.45	87.1	cs	TN 7				
12:56 PM	12:02 PM	10:54 AM	10:13 AM	0.34	54.49	46.11	87.7	cs	PM 416				
1:03 PM	12:07 PM	10:58 AM	10:16 AM	1.01	55.50	45.10	89.3	cs	PM 417				
1:07 PM	12:11 PM	11:01 AM	10:18 AM	0.80	56.30	44.30	90.6	cs	pullout				
1:09 PM	12:12 PM	11:01 AM	10:19 AM	0.20	56.50	44.10	90.9	cs	PM 418				
1:14 PM	12:17 PM	11:05 AM	10:22 AM	0.99	57.49	43.11	92.5	cs	PM 419				
1:20 PM	12:22 PM	11:09 AM	10:25 AM	1.00	58.49	42.11	94.1	cs	PM 420				
1:26 PM	12:27 PM	11:13 AM	10:28 AM	1.00	59.49	41.11	95.7	cs	PM 421				
1:33 PM	12:32 PM	11:16 AM	10:31 AM	1.02	60.51	40.09	97.4	cs	PM 422				
1:38 PM	12:37 PM	11:20 AM	10:34 AM	0.98	61.49	39.11	99.0	cs	PM 423				
1:43 PM	12:41 PM	11:23 AM	10:36 AM	0.81	62.30	38.30	100.3	cs	Tenn. Valley pullout		Rest Stop		
1:45 PM	12:42 PM	11:24 AM	10:37 AM	0.20	62.50	38.10	100.6	cs	PM 424				
1:51 PM	12:47 PM	11:28 AM	10:40 AM	1.00	63.50	37.10	102.2	cs	PM 425				
1:51 PM	12:48 PM	11:28 AM	10:40 AM	0.15	63.65	36.95	102.4	cs	Burn				
1:56 PM	12:52 PM	11:31 AM	10:43 AM	0.84	64.49	36.11	103.8	cs	PM 426				
1:57 PM	12:53 PM	11:32 AM	10:43 AM	0.16	64.65	35.95	104.0	cs	War of 1812 pullout				
2:03 PM	12:57 PM	11:35 AM	10:46 AM	0.85	65.50	35.10	105.4	cs	PM 427				
2:05 PM	12:59 PM	11:37 AM	10:47 AM	0.43	65.93	34.67	106.1	cs	Garrison Creek pullout				
2:09 PM	1:02 PM	11:39 AM	10:49 AM	0.57	66.50	34.10	107.0	cs	PM 428				
2:14 PM	1:07 PM	11:42 AM	10:52 AM	0.91	67.41	33.19	108.5	Left	Natchez Trace exit (TN 46)	Natchez Trace Parkway			
2:15 PM	1:08 PM	11:43 AM	10:52 AM	0.24	67.65	32.95	108.9	Right	TN 46	exit ramp			
2:18 PM	1:10 PM	11:45 AM	10:54 AM	0.40	68.05	32.55	109.5	cs	Hillsboro Elementary				
2:19 PM	1:11 PM	11:46 AM	10:54 AM	0.23	68.28	32.32	109.9	Left	TN 46/Leipers Creek Rd.	Pinewood Rd./TN 46	stop		
2:20 PM	1:12 PM	11:46 AM	10:55 AM	0.16	68.44	32.16	110.1	Right	Bailey Rd.	TN 46/Leipers Creek Rd.			
2:31 PM	1:21 PM	11:53 AM	11:00 AM	1.85	70.29	30.31	113.1	Right	Bailey Rd.	at Floyd Rd.	stop		
2:41 PM	1:29 PM	11:59 AM	11:05 AM	1.62	71.91	28.69	115.7	Left	Bear Creek Rd.	Bailey Rd.			
2:42 PM	1:30 PM	12:00 PM	11:06 AM	0.16	72.07	28.53	116.0	Right	Gray Ln.	Bear Creek	Rest Stop past turn		
2:50 PM	1:36 PM	12:05 PM	11:10 AM	1.30	73.37	27.23	118.1	Left	Perkins Rd.	Gray Ln.			
2:52 PM	1:38 PM	12:06 PM	11:11 AM	0.34	73.71	26.89	118.6	Left	TN 246/Carters Creek Pike	Perkins Rd.			
2:56 PM	1:41 PM	12:08 PM	11:13 AM	0.66	74.37	26.23	119.7	Right	West Harpeth Rd.	TN 246			
3:18 PM	2:00 PM	12:22 PM	11:24 AM	3.71	78.08	22.52	125.7	vLeft	onto West Harleth	at Sedberry Rd.			
3:19 PM	2:01 PM	12:23 PM	11:24 AM	0.20	78.28	22.32	126.0	cs	RR Xing		stop		
3:26 PM	2:06 PM	12:27 PM	11:28 AM	1.08	79.36	21.24	127.7	Right	TN 31/Columbia Pike	West Harpeth Rd.	stop		
3:29 PM	2:09 PM	12:29 PM	11:29 AM	0.49	79.85	20.75	128.5	Left	McLemore Rd.	TN 31			
3:30 PM	2:10 PM	12:30 PM	11:30 AM	0.21	80.06	20.54	128.8	cs	TN 248/Goose Creek Bypass		stop		
3:33 PM	2:12 PM	12:32 PM	11:31 AM	0.50	80.56	20.04	129.6	Right	Tom Anderson Rd.	McLemore Rd.	stop		
3:38 PM	2:17 PM	12:35 PM	11:34 AM	0.90	81.46	19.14	131.1	Right	onto Tom Anderson Rd.	at TJ Pass Rd.	stop		
3:41 PM	2:19 PM	12:37 PM	11:35 AM	0.45	81.91	18.69	131.8	cs	TN 840 overpass				
3:46 PM	2:23 PM	12:40 PM	11:38 AM	0.80	82.71	17.89	133.1	Right	US 431	Tom Anderson Rd.	stop/busy		
3:51 PM	2:27 PM	12:43 PM	11:40 AM	0.85	83.56	17.04	134.5	cs	I-65 overpass				
3:54 PM	2:30 PM	12:45 PM	11:42 AM	0.60	84.16	16.44	135.4	Left	Harpeth Peytonsville Rd.	US 431			
4:19 PM	2:51 PM	1:00 PM	11:54 AM	4.05	88.21	12.39	142.0	cs	Peytonsville Baptist Church				
4:19 PM	2:51 PM	1:01 PM	11:54 AM	0.10	88.31	12.29	142.1	cs	Peytonsville Vol. FD		Rest Stop		

ETA @ 10 MPH	ETA @ 12 MPH	ETA @ 16 MPH	ETA @ 20 MPH	Incr.	Miles Ridden	Mile to Go	KM Ridden	Action Taken	Location	Turning From	Notes	PD	SO
4:20 PM	2:52 PM	1:01 PM	11:55 AM	0.15	88.46	12.14	142.4	Left	Peytonsville Trinity Rd.	Harpeth Peytonsville Rd.			
4:21 PM	2:52 PM	1:02 PM	11:55 AM	0.08	88.54	12.06	142.5	cs	TN 840 ramps				
4:22 PM	2:53 PM	1:02 PM	11:56 AM	0.20	88.74	11.86	142.8	Left	Peytonsville Rd.	Peytonsville Trinity Rd.			
4:24 PM	2:55 PM	1:03 PM	11:57 AM	0.32	89.06	11.54	143.3	Right	Gosey Hill Rd.	Peytonsville Rd.			
4:39 PM	3:08 PM	1:13 PM	12:04 PM	2.60	91.66	8.94	147.5	cs	Long Lane				
4:46 PM	3:13 PM	1:17 PM	12:08 PM	1.12	92.78	7.82	149.3	Left	Arno Rd.	Gosey Hill	stop		
4:53 PM	3:19 PM	1:22 PM	12:11 PM	1.20	93.98	6.62	151.2	Left	S Carothers Rd.	Arno Rd.			
5:17 PM	3:39 PM	1:37 PM	12:23 PM	3.95	97.93	2.67	157.6	cs	Murfeesboro Rd.		light		
5:22 PM	3:43 PM	1:40 PM	12:26 PM	0.75	98.68	1.92	158.8	cs	Liberty Pike		light		
5:26 PM	3:47 PM	1:42 PM	12:28 PM	0.78	99.46	1.14	160.1	cs	McEwen Dr.		light		
5:29 PM	3:49 PM	1:44 PM	12:29 PM	0.52	99.98	0.62	160.9	cs	Nissan Way				
5:31 PM	3:50 PM	1:45 PM	12:30 PM	0.20	100.18	0.42	161.2	cs	Cresecent Center Dr.		light		
5:32 PM	3:51 PM	1:46 PM	12:31 PM	0.20	100.38	0.22	161.5	cs	Cool Springs Blvd.		light		
5:33 PM	3:52 PM	1:47 PM	12:31 PM	0.18	100.56	0.04	161.8	Right	Corporate Center	Carothers Parkway	light		
5:33 PM	3:53 PM	1:47 PM	12:31 PM	0.04	100.60	0.00	161.9	Right	Marriott		Finish		

JDRF Warmup Ride - Friday, Oct. 30

Rules of the road ride on Friday morning for participants to test bikes before main ride on Saturday.

- Legend**
-  Marriott
 -  Warmup Ride





CERTIFICATE OF LIABILITY INSURANCE

JUVEN-1

OP ID: SM

DATE (MM/DD/YYYY)

07/17/2015

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 NFPP&C-Meltzer Services, Inc 6500 Rock Spring Drive Bethesda, MD 20817 Meltzer Karlin	CONTACT NAME: Michele Morson PHONE (A/C, No, Ext): 914-406-7902 E-MAIL ADDRESS: Michele.morson@nfp.com FAX (A/C, No): 914-358-6902
INSURED JDRF International 26 Broadway 14th Floor New York, NY 10004	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Prop.Cas.Co.of Amer. NAIC # 25674 INSURER B: Charter Oak Fire Insurance Co. 25615 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	6305C801417TIL14	12/07/2014	12/07/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		BA4651M99214CAG	12/07/2014	12/07/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$ 10000		CUP4652M000TIL14	12/07/2014	12/07/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB5C78768814	12/07/2014	12/07/2015	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Franklin is included on General Liability as Additional Insured per policy form, as required by written contract or agreement as respects the Fundraising Bicycle Event on 10/29/15 - 11/01/15.

CERTIFICATE HOLDER

CANCELLATION

FRANK38 City of Franklin/City Administrator's Office City Hall 109 Third Avenue South Franklin, TN 37065	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 <i>George Knotts</i>
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OFFICE USE ONLY:

Permit No. _____



HISTORIC
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: COOL SPRINGS GAUDRIA

- 2) Name/purpose of event: TURKEY TROT BENEFITTING GRACEWORKS MINISTRIES

- 3) Date or dates of event: NOVEMBER 26, 2015

- 4) Time of Event: 8am - 12 noon

- 5) Time of Street Closure (if applicable): 7:30 - 10:30

Set-Up Date/Time: NOV. 25 - 2:00pm Tear-down Date/Time: NOV. 26 - 12:00pm

*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:

GRACEWORKS ~~MANAGEMENT~~ MINISTRIES

a) Address: 104 SOUTHEAST PARKWAY FRANKLIN, TN 37064

b) Phone: 615-794-9055 c) Cell: 615-473-9559 d) Fax: _____

e) E-mail address: ksylvester@graceworksministries.net

- 7) Person in charge on day of event: KONTINA FURVA

Cell: 615-425-6312 E-mail address: kkfgwm@gmail.com



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FRANKLIN
TENNESSEE

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

Name: KRISTI SWANSON Cell: 615-473-9559 E-mail address: ksw/vester@graceworksministries.net

Name: Jeff Fuqua Cell: 615-210-0374 E-mail address: jfuqua@graceworksministries.net

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

5K RUN/WALK w/ 1K KIDS RUN BARD
AT D1 IN COOL SPRINGS. ROUTE (5K) IS MOVING
COOL SPRINGS CEMETERY.

- 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:

3,000 - 6,000

- 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. \$25-35 per runner 12-ABOVE

- 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? 100%

GRACEWORKS MINISTRIES

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



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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.)?
ANNOUNCEMENTS INSIDE DJ
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
ANNOUNCER / MUSIC / NATIONAL ANTHEM (SOLOIST)
- 23) During what time period is sound amplification requested? 8am - 10:45 am
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). NONE
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle 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. N/A
- 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. DJ / MYOLE FOODS
- 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.* N/A
- 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.



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:  KONRAD FURRER Date: 8/16/15
(Signature and title – must be officer of organization) EVENT DIRECTOR

Approved by the Board of Mayor and Aldermen on November 10, 2015.

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

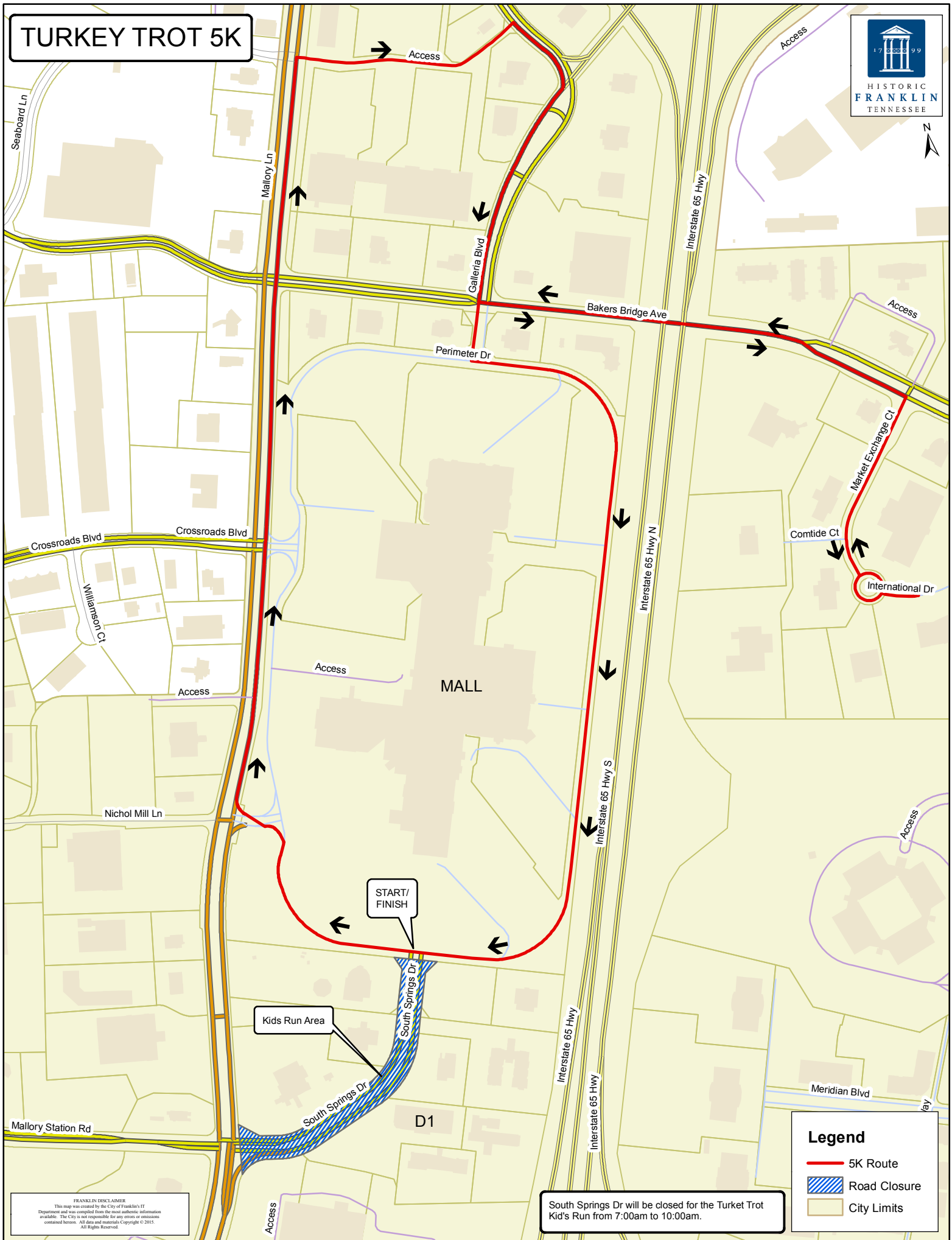
If you have questions concerning your request, please call 615-550-6606.

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

GraceWorks Ministries Board Members 2013 (as of 5-9-13)

1	Name: Nancy Baughman Employer: Retired 4 th Ave. Ch of Ch Ex. Pastor	Title: President Email: nanbaughman@gmail.com	Address: 1001 Evans St. Franklin TN 37064 Telephone: (M) 604-1524	Spouse: Carl
2	Name: Tim Costello Employer: Costello Construction (Owner)	Title: Vice President Email: tkksc@yahoo.com	Address: 1694 Old Hillsboro Rd Franklin 37069 Telephone: 456-5349	Spouse: Karen
3	Name: Tom Hailey Employer: Retired Nissan Project Manager	Title: Treasurer Email: tomhailey@hotmail.com	Address: 1550 Lost Hollow Drive Brentwood 37027 Telephone: (H) 376-4175; (C) 424-3607	Spouse: Susan
4	Name: Susan Ellis Employer: Volunteer	Title: Secretary Email: sellis6088@gmail.com	Address: 1335 Holly Hill Dr Franklin 37064 Telephone: 483-9959	Spouse: Richard
5	Name: Kelvin Sales Employer: Wal-Mart Superstore Gen. Manager	Title: Retail Operations Email: kelsales325@bellsouth.net	Address: 3600 Mallory Lane Franklin 37067 Telephone: (W) 771-0929 (C) 430-1193	Spouse: Cynthia
6	Name: James Warren Employer: Ellsworth Systems - President	Title: Property Management Email: james@ellsworthsystems.com	Address: 103 Trace End Drive Franklin 37069 Telephone: (H) 377-9265; (C) 479-1118	Spouse: Ellen
7	Name: John Meyer Employer: Retired Hospital fundraising	Title: Long Term Donor Development Email: jrm17543@att.net	Address: 236 Karnes Dr Franklin 37064 Telephone: 794-6897	Spouse: Glenda
8	Name: Donna Choate Employer: Retired designer	Title: Retail Relations Email: kchoate@yahoo.com	Address: 4678 Harpeth Peytonsville Rd Thompson Station TN 37179 Telephone: (H) 591-3660 (C) 484-5094	Spouse: Kenneth
9	Name: Linda Decker Employer: Retired Financial Advisor	Title: Long Term Client Programming Email: K4LLD@comcast.net	Address: 263 Noah Dr Franklin 37064 Telephone: (H) 790-6631 (C) 516-7878	Spouse: Gary
10	Name: Art Herron Employer: Retired LifeWay	Title: Church Relations Email: aherron64@bellsouth.net	Address: 3886 New Highway 96 W Franklin 37064 Telephone: (C) 403-4655;	Spouse: Jane
11	Name: Carolyn Verga-Moore Employer: HCA, Inc.	Title: Legal Advisor Email: cmoore1029@gmail.com	Address: 805 Meadow Ridge Court Nashville 37221 Telephone: (H) 662-9651 ; (C) 337-4100	Spouse: Single
12	Name: Shelley Corbin Horton Employer: Spring Hill Florist (Owner)	Title: Events and Fundraising Email: shelleyhorton@gmail.com	Address: 5251 Main Street (business) Spring Hill TN 37174 Telephone: 615-815-8822	Spouse: William
13	Name: Bob Rudman Employer: Retired marketing	Title: Marketing Email: rudman273@aol.com	Address: 1428 Primrose Lane Franklin TN 37064 Telephone: (H) 591-5819; (C) 476-9102	Spouse: Martha
14	Name: Joy Chapman Employer: Retired Transportation Industry	Title: Client Programming Email: step542@comcast.net	Address: 284 Noah Dr Franklin 37064 Telephone: 615-243-7796	Spouse: Jim
15	Name: Cheryl Brown Employer: Good Neighbor Foundation	Title: Community Relations Email: cheryl@homeowncenter.com	Address: 500 Kilburn Court Franklin TN 37067 Telephone: (C) 870-6168	Spouse: Michael

TURKEY TROT 5K



START/
FINISH

Kids Run Area

D1

Legend

- 5K Route
- ▨ Road Closure
- City Limits

South Springs Dr will be closed for the Turkey Trot Kid's Run from 7:00am to 10:00am.

FRANKLIN DISCLAIMER
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HISTORIC
FRANKLIN
TENNESSEE

**RETAILER'S CERTIFICATE
[RENEWAL]**

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning applicant in the name of Surati Retail Investments 3, LLC, owned jointly by the managing agent, Vrushank Ramesh Surati and Hemel Ramesh Surati, Dharmesh Rasik Surati, Vikash Rasik Surati, Timir Yesvant Surati, Ashesh Arvind Patel, and Wyatt J. England,, who have made application for a retailer's license to handle alcoholic beverages at 103 International Drive, Suite 100, (*Brinkmann's Wine & Spirits*) which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner who are to be in actual charge of the business have not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and they will not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. The applicants have secured a location for the business which complies with all restrictions of local law, ordinances, or resolutions, duly adopted by the local authorities as to location.
3. The applicant (by and through one or more of its owners) meets all residency requirements established by local authority under Franklin Municipal Code Section 2-108A.
4. The applicant has complied with local laws, ordinances, and resolutions duly adopted by the local authority regulating the number of retail licenses to be issued within the jurisdiction.

This, the 13th Day of October, 2015.

DR. KEN MOORE
Mayor



HISTORIC
FRANKLIN
TENNESSEE

City of Franklin
McEwen Interchange Landscape Enhancement
2015



McEwen Interchange



August 18, 2015

1:2,257

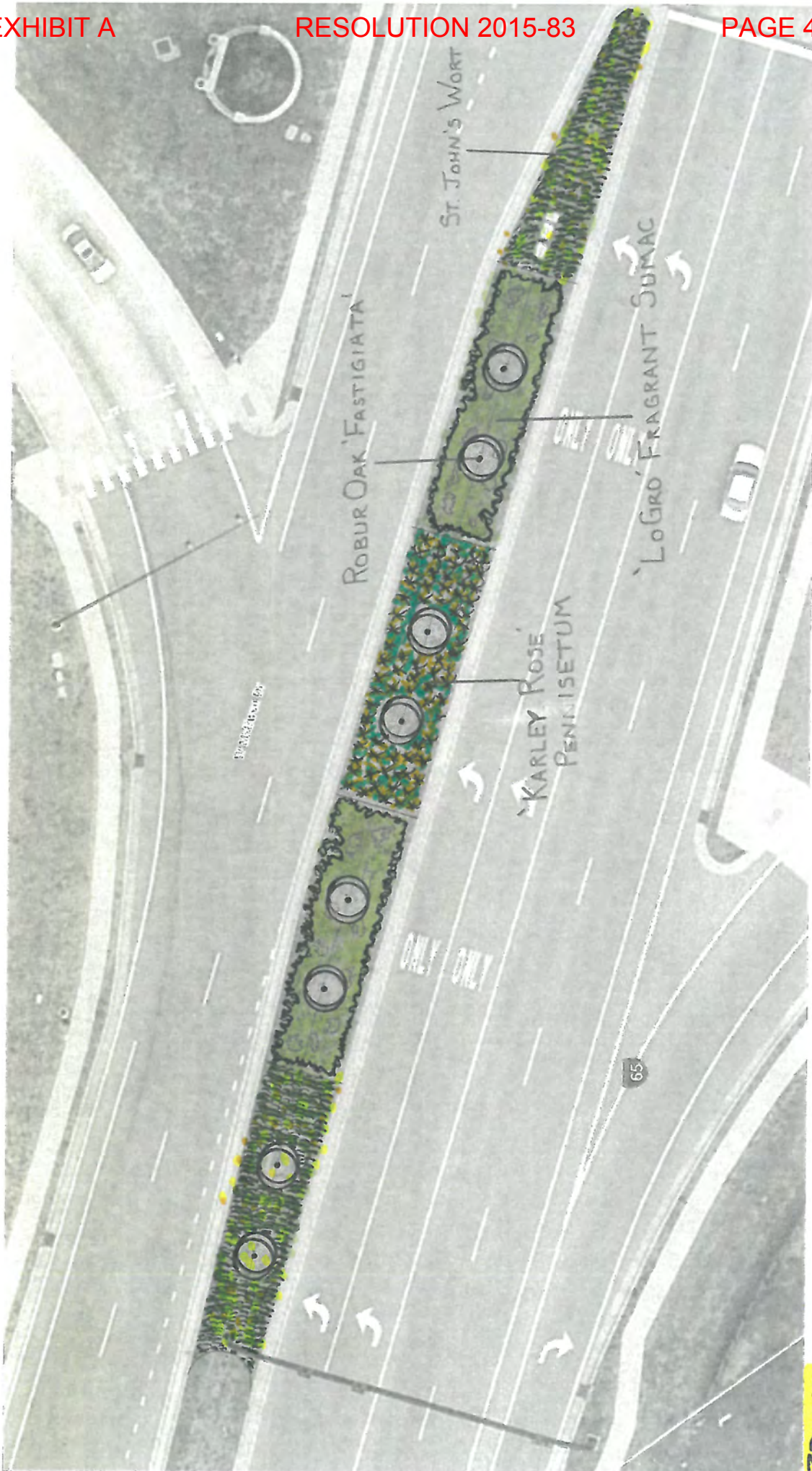
0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus
DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and

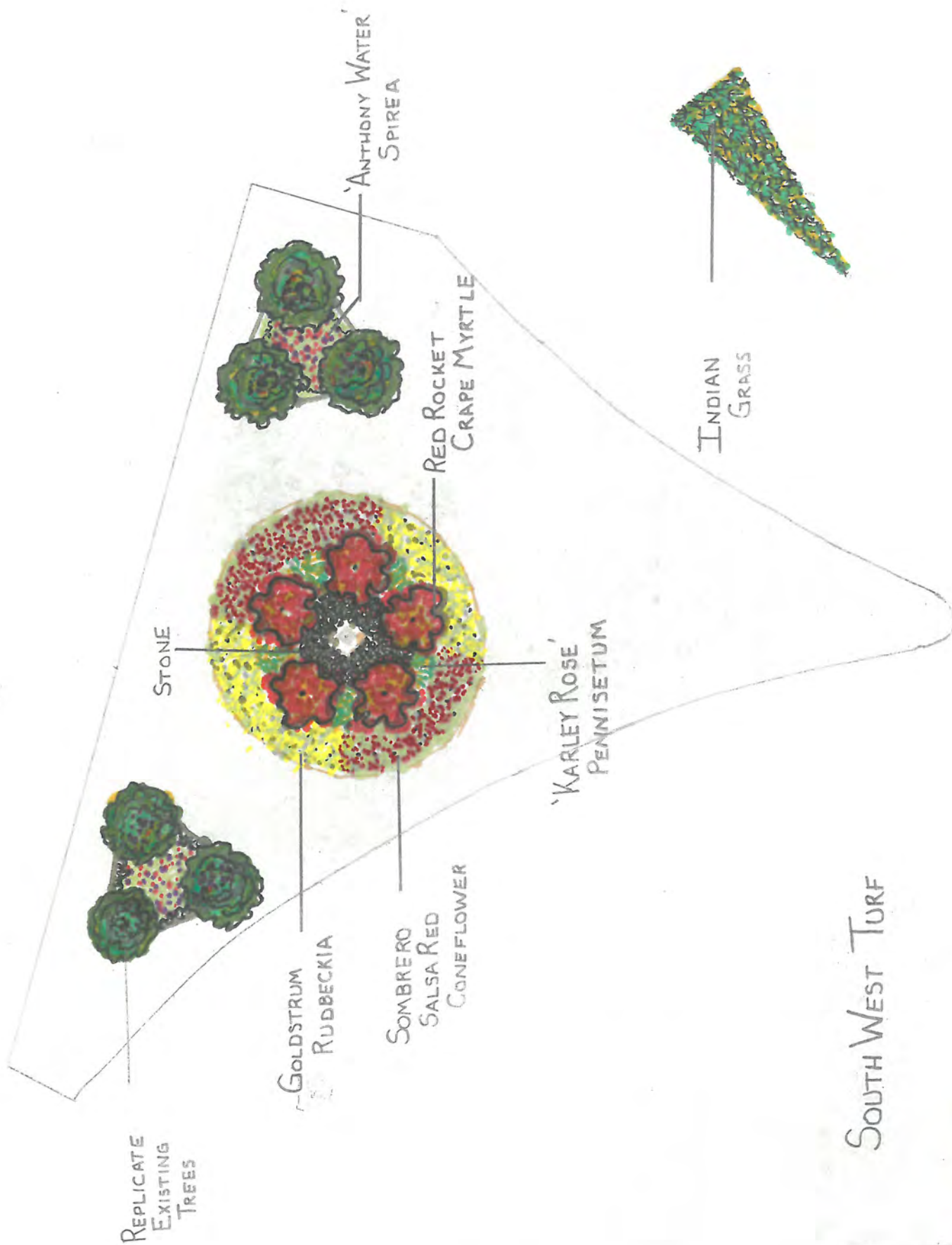


NORTH WEST TURF

20-SCALE



WEST MEDIAN



NORTHEAST TURF

INDIAN GRASS

GOLDSTRUM
RUDBECKIA

'KARLEY ROSE'
PENNISETUM

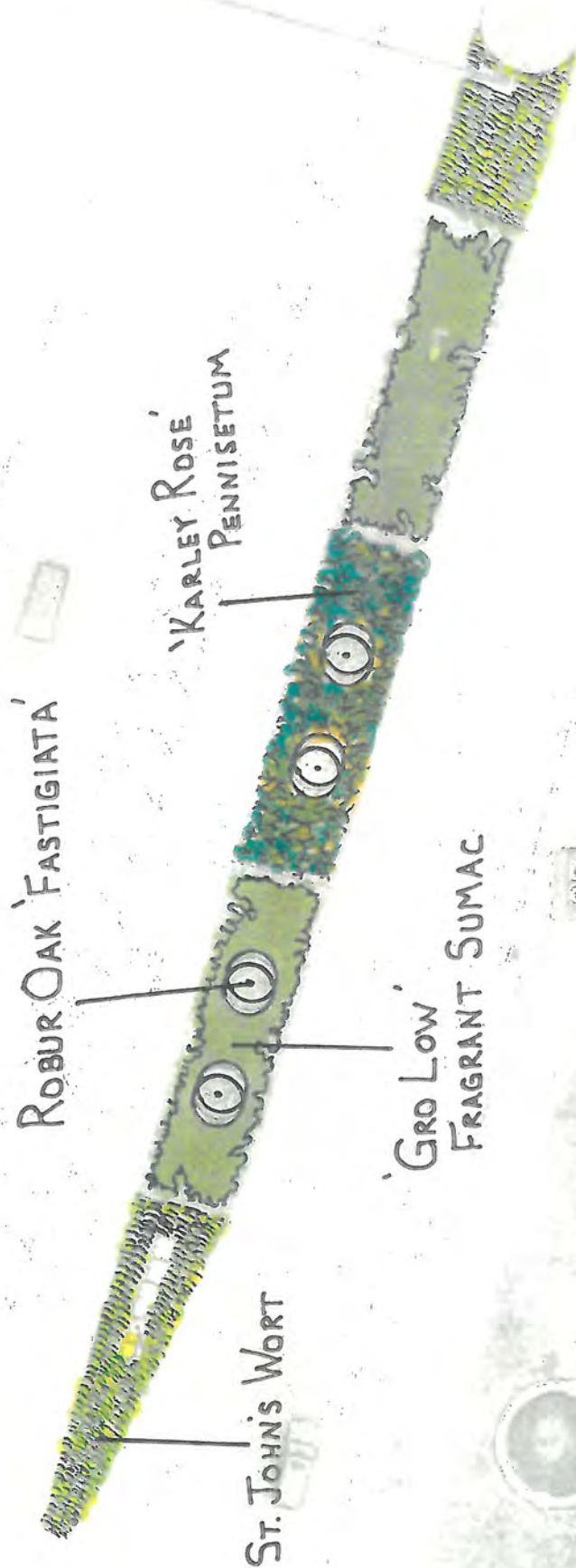
SOMBRERO
SALSA RED
CONEFLOWER

RED ROCKET
CRAPE MYRTLE

'ANTHONY WATERER'
SPIREA

REPLICATE
EXISTING
TREES

20-SCALE



EAST MEDIAN



SOUTH EAST TURF AREA

McEwen Interchange Plant List

NORTH WEST TURF AREA

<u>Qty.</u>	<u>Size.</u>	<u>Type</u>	<u>Total</u>
74	1 gal.	Sombrero Salsa Red Coneflower	\$ 721.50
323	1 gal.	Rudbeckia fulgida var. sullivantii 'Goldstrum'	\$ 1,695.75
14	3 gal.	Pennisetum orientale 'Karley Rose'	\$ 189.00
31	3gal.	Juniperus conferta 'Irozan' (Iron Age)	\$ 387.50
51	3gal.	Spirea x bumalda 'Anthony Waterer'	\$ 561.00
21	3gal.	Rhus aromatica 'Gro-Low'	\$ 462.00
35	3gal.	Sorghastrum nutans Indian Grass	\$ 402.50
6	1.5" cal	Replicate existing trees	\$ 600.00
3355		Spring Loaded Daffodils	\$ 1,315.00
88		Pinestraw	\$ 374.00
TOTAL			\$ 6,708.25

WEST MEDIAN

<u>Qty.</u>	<u>Size.</u>	<u>Type</u>	<u>Total</u>
94	3 gal.	Pennisetum orientale 'Karley Rose'	\$ 1,269.00
96	3gal.	Rhus aromatica 'Gro-Low'	\$ 2,112.00
8	2" cal.	Quercus robur 'fastigiata'	\$ 1,472.00
658	1 gal.	Hypericum calycinum St. John's wort	\$ 3,717.70
120		Pinestraw	\$ 520.00
TOTAL			\$ 9,090.70

SOUTH WEST TURF AREA

<u>Qty.</u>	<u>Size.</u>	<u>Type</u>	<u>Total</u>
138	1 gal.	Sombrero Salsa Red Coneflower	\$ 1,345.50
138	1 gal.	Rudbeckia fulgida var. sullivantii 'Goldstrum'	\$ 724.50
35	3 gal.	Pennisetum orientale 'Karley Rose'	\$ 472.50
18	3gal.	Spirea x bumalda 'Anthony Waterer'	\$ 198.00
21	3gal.	Sorghastrum nutans Indian Grass	\$ 241.50
5	8'	Lagerstroemia 'Red Rocket'	\$ 192.50
6	1.5" cal	Replicate existing trees	\$ 600.00
3 ton	6 in.	River stone	\$ 1,200.00
46		Pinestraw	\$ 195.50
TOTAL			\$ 5,170.00

NORTH EAST TURF AREA

<u>Qty.</u>	<u>Size.</u>	<u>Type</u>	<u>Total</u>
118	1 gal.	Sombrero Salsa Red Coneflower	\$ 1,150.50
118	1 gal.	Rudbeckia fulgida var. sullivantii 'Goldstrum'	\$ 619.50
12	3 gal.	Pennisetum orientale 'Karley Rose'	\$ 162.00
24	3gal.	Spirea x bumalda 'Anthony Waterer'	\$ 264.00
32	3gal.	Sorghastrum nutans Indian Grass	\$ 368.00
5	8'	Lagerstroemia 'Red Rocket'	\$ 192.50
2	1.5" cal.	Replicate existing trees	\$ 200.00
40		Pinestraw	\$ 170.00
TOTAL			\$ 3,126.50

WEST MEDIAN

<u>Qty.</u>	<u>Size.</u>	<u>Type</u>	<u>Total</u>
142	3 gal.	Pennisetum orientale 'Karley Rose'	\$ 1,917.00
97	3gal.	Rhus aromatica 'Gro-Low'	\$ 2,134.00
4	2" cal.	Quercus robur 'fastigiata'	\$ 736.00
387	1 gal.	Hypericum calycinum St. John's wort	\$ 2,186.55
106		Pinestraw	\$ 450.50
TOTAL			\$ 7,424.05

SOUTH EAST TURF AREA

<u>Qty.</u>	<u>Size.</u>	<u>Type</u>	<u>Total</u>
131	1 gal.	Sombrero Salsa Red Coneflower	\$ 1,277.25
234	1 gal.	Rudbeckia fulgida var. sullivantii 'Goldstrum'	\$ 1,228.50
23	3 gal.	Pennisetum orientale 'Karley Rose'	\$ 310.50
28	3gal.	Juniperus conferta 'Irozam' (Iron Age)	\$ 350.00
51	3gal.	Spirea x bumalda 'Anthony Waterer'	\$ 561.00
24	3gal.	Rhus aromatica 'Gro-Low'	\$ 528.00
44	3gal.	Sorghastrum nutans Indian Grass	\$ 506.00
6	1.5" cal	Replicate existing trees	\$ 600.00
3040		Spring Loaded Daffodils	\$ 1,315.00
94		Pinestraw	\$ 398.44
TOTAL			\$ 7,074.69

Plant Material Totals			
<u>Qty.</u>	<u>Size.</u>	<u>Type</u>	<u>Total</u>
461	1 gal.	Sombrero Salsa Red Coneflower	\$ 4,494.75
813	1 gal.	Rudbeckia fulgida var. sullivantii 'Goldstrum'	\$ 4,268.25
320	3 gal.	Pennisetum orientale 'Karley Rose'	\$ 4,320.00
59	3gal.	Juniperus conferta 'Irozam' (Iron Age)	\$ 737.50
144	3gal.	Spirea x bumalda 'Anthony Waterer'	\$ 1,584.00
238	3gal.	Rhus aromatica 'Gro-Low'	\$ 5,236.00
132	3gal.	Sorghastrum nutans Indian Grass	\$ 1,518.00
10	8'	Lagerstroemia 'Red Rocket'	\$ 385.00
12	2" cal.	Quercus robur 'fastigiata'	\$ 2,208.00
1045	1 gal.	Hypericum calycinum St. John's wort	\$ 5,904.25
6400		Spring Loaded Daffodils	\$ 2,630.00
494		Pinestraw	\$ 2,099.50
TOTAL			\$ 35,385.25

Daffodils for Naturalizing

The daffodils on these pages are selected for their vigor and naturalizing capabilities. Their hefty bulbs will produce 2 or more flowers the first spring.



"I just had to let you know how fantastic the Spring Loaded blend I bought from you three years ago is. I planted 1000 bulbs and, despite neglect, they continue to thrive and increase. What a variety of forms and colors! I have fallen in love with varieties that I thought I wouldn't like—there's not one that isn't beautiful in its own way."

—POLLY G., NORTH PLAINS, OR

Spring Loaded®

This mixture makes planting daffodils on a large scale very economical, with no compromise in bulb size. It contains at least 20 proven named varieties, covering the full spectrum of daffodil colors and bloom times. These time-tested beauties will provide a succession of flowers for many springs to come.

	early	mid	late
Item No	3078	Per 100	\$49.00
Bulb Size	18cm+	Per 1000	\$430.00
Height	12-18"	Per 5000	\$2000.00

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Sombrero™ Salsa Red Coneflower

Echinacea 'Salsa Red'

Sombrero™ 'Salsa Red' Echinacea

PP#23,105

Compact, well-branched, brilliant red coneflower.

Height: 18-24 in

Width: 12-18 in

Soil Conditions: Moist/Well Drained

Flower Color: Red

Bloom Time: June, July, August, September

Hardiness Zone: 5 TO 9



18-12" spacing

ITEM #	CROP IMAGE	SIZE	CURRENT AVAIL
22887.1G		#1	1519

Characteristics & Attributes

Attributes	Attracts Wildlife	Plant Habit	Light Conditions
Drought Tolerant	Attracts Butterflies	Upright	Sun
Container	Attracts Pollinators		
Fall Color			
Native Plant	Flower Color	Flower Hue	Flower Height
Community	Red	Medium	18" to 24"
Mesic Prairie			
Flower Type	Foliage Color	Leaf Texture	Prune Time
Head	Green	Medium	Jan/Feb/March
Flower Form	Flower Size	Growth Rate	Origin
Single	3" to 4"	Average	Hybrid

 **PLANT
CALCULATOR**Midwest Groundcovers, LLC, P.O. Box 748 St. Charles, IL 60174 Phone: (847) 742-1790 | Fax: (847) 742-2655 | [click here to email us](#)
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Rudbeckia fulgida var. sullivantii 'Goldsturm'

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 ★★★★★ [See Comments](#)
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[Tried and Trouble-free](#)

Recommended by 12 Professionals

Common Name: black-eyed Susan

Type: Herbaceous perennial

Family: Asteraceae

Zone: 3 to 9

Height: 2.00 to 3.00 feet

Spread: 1.00 to 2.00 feet

Bloom Time: June to September

Bloom Description: Yellow rays with black center disk

Sun: Full sun

Water: Dry to medium

Maintenance: Low

Suggested Use: Naturalize, Rain Garden

Flower: Showy

Attracts: Butterflies

Tolerate: Deer, Drought, Clay Soil, Dry Soil, Air Pollution

[Garden locations](#)

18" - spacing

Culture

Easily grown in average, dry to medium, well-drained soil in full sun. Tolerates hot and humid summers and some drought. Tolerates light shade, but best in full sun. Deadhead to prolong bloom. Divide when clumps become overcrowded. Plants do not come true from seed (must be vegetatively propagated). Some nurseries sell seed-grown plants, however, as Goldsturm strain.

Noteworthy Characteristics

This coneflower cultivar is an upright, rhizomatous, clump-forming perennial which typically grows 2-3' tall. Features large, daisy-like flowers (3-4" across) with deep yellow rays and dark brownish-black center disks. Flowers appear singly on stiff, branching stems in a prolific, long-lasting, mid-summer-to-fall bloom. Oblong to lanceolate, dark green foliage. Good fresh cut flower.

Problems

A common problem of this cultivar is angular leaf spot caused by a bacterium. The disease causes brown or black angular spots on the leaves which can expand to blacken the whole leaf. Infection begins on the lower leaves and moves up the plant. Rudbeckias are also susceptible to septoria leaf spot and powdery mildew.

Garden Uses

Mass in bold drifts in the perennial border, cottage garden, prairie, meadow or naturalized area. Provides excellent bloom and color for late summer.

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Pennisetum orientale 'Karley Rose'

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Common Name: oriental fountain grass

Type: Ornamental grass

Family: Poaceae

Zone: 5 to 8

Height: 2.00 to 3.00 feet

Spread: 2.00 to 3.00 feet

Bloom Time: June to August

Bloom Description: Rose-purple

Sun: Full sun to part shade

Water: Medium

Maintenance: Low

Flower: Showy

Leaf: Good Fall

Other: Winter Interest

Tolerate: Drought, Black Walnut, Air Pollution

[Garden locations](#)

★★★★★, [See Comments](#)

[More Images](#)

[Tried and Trouble-free](#)

Recommended by 4 Professionals

Culture

Easily grown in average, medium, well-drained soils in full sun to part shade. Best in full sun. Tolerates part shade, but may not flower in too much shade. Prefers sandy loams with good drainage. Drought tolerant. Cut foliage to the ground in late winter before new shoots appear. Species plants are only winter hardy to USDA Zone 6, however 'Karley Rose' is reportedly winter hardy to USDA Zone 5a, which encompasses the entire St. Louis metropolitan area.

Noteworthy Characteristics

Pennisetum orientale is a warm season fountain grass that is native to Asia. It is an ornamental grass that typically forms graceful, spreading foliage clumps to 18" tall and as wide of narrow, gray-green leaves (to 1/4" wide). Showy, fluffy, pinkish-white flower spikes arch upward and outward from the foliage clump in late summer like water spraying from a fountain, hence the common name. Flower spikes rise well above the foliage to 2.5-3' tall. Flower spikes persist over a very long bloom period from early June to August before eventually disintegrating. Foliage changes to yellowish-tan in fall, and usually remain attractive throughout the winter. 'Karley Rose' is a cultivar that, inter alia, is distinguished from the species by having (1) deeper green foliage, (2) darker, smoky rose-purple flower spikes that are larger and fuller, (3) longer bloom period extending into September and (4) better winter hardiness. U.S. Plant Patent #12,909 issued September 3, 2002.

Problems

No serious insect or disease problems.

30" spacing

Juniperus conferta

Shore Juniper

Cupressaceae



Habitat

- zone 5
- native to sea coast of Japan

Habit and Form

- dense, evergreen shrub
- branches very flexible
- 1' to 2' tall and 6' to 9' wide
- slow growth
- medium texture

Summer Foliage

- awl-shaped needles, held in 3's
- needles tend to overlap
- needle tip sharply pointed
- concave needles with a white band on upper-side with a green line running through the middle
- bright blue-green color

Autumn Foliage

EXHIBIT A

RESOLUTION 2015-83

- by cuttings

Cultivars/Varieties

'Blue Pacific' - This is the most common form, featuring blue-green foliage and a tight habit less than 1' tall and spreading wide to form a groundcover. It appears to be slightly more hardy than the species.

'Emerald Sea' - A U.S. National Arboretum introduction growing larger than 'Blue Pacific' (to 2' tall and 10' wide), this plant is hardier than the species and salt tolerant. It has a looser habit than 'Blue Pacific'.

'Trozam' (Iron Age™) - This new selection is marketed for its purported tolerance of harsh, dry conditions and salt exposure. It has a slightly more upright growth, to 12" tall and 6' wide. 52" spacing

'Silver Mist' (same as **'Shiro Toshio'**) - This new form is exceptional for its dense, silvery blue-green foliage and compact dense habit to 16" tall. The foliage develops a slight purple cast in winter.

'Sunsplash' (perhaps the same as **'Variegata'** and **'Akebono'**) - A variegated form that appears ready to enter the mainstream, this plant features bluish green foliage with random sections of gold-yellow needles. The variegation appears to persist from year to year and remains fresh in all seasons.

NC STATE UNIVERSITY



Search

Plants > All Plants > Spiraea x bumalda 'Anthony Waterer'

Spiraea x bumalda 'Anthony Waterer'

Common Name(s):

Anthony Waterer spirea

Category:

Shrubs

Height:

2-3 ft.

36" spacing

Foliage:

Alternate, simple dark green leaves; 1.5 in. long; new growth is pink-tinged; reddish fall color

Flower:

Small purplish red flowers on 4 to 6 in. flat cluster in summer

Zones:

5 to 9

Habit:

Deciduous

Site:

Sun to partial shade; tolerates range of soil types

Texture:

Medium to fine

Form:

Upright, broad, flat, compact shrub

Width:

3-4 ft.

Tags:

deciduous



Spiraea x bumalda 'Anthony Waterer'



Spiraea x bumalda 'Anthony Waterer'



NCCES plant id: 1785

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Rhus aromatica 'Gro-Low'

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Recommended by 10 Professionals

Common Name: fragrant sumac

Type: Deciduous shrub

Family: Anacardiaceae

Zone: 3 to 9

Height: 1.50 to 2.00 feet

Spread: 6.00 to 8.00 feet

Bloom Time: April to May

Bloom Description: Yellowish

Sun: Full sun to part shade

Water: Dry to medium

Maintenance: Low

Suggested Use: Naturalize

Flower: Insignificant

Attracts: Birds, Butterflies

Fruit: Showy

Tolerate: Rabbit, Drought, Erosion, Clay Soil, Dry Soil, Shallow-Rocky Soil

[Garden locations](#)

48" - spacing

Culture

Easily grown in average, dry to medium, well-drained soil in full sun to part shade. Tolerant of wide range of soils except those that are poorly drained.

Noteworthy Characteristics

This fragrant sumac cultivar is a dense, low-growing, rambling shrub which spreads by root suckers and typically grows only to 1-2' tall but spreads to 8' wide. Trifoliate, medium green leaves turn attractive shades of orange and red in autumn. Leaves and twigs are aromatic when bruised (hence the species name). Leaves are smaller but resemble in appearance those of the related poison ivy (*Rhus radicans*), however this fragrant sumac is a totally non-poisonous plant. Tiny yellow flowers bloom at the twig tips in early spring before the foliage. Separate male flowers (in catkins) and female flowers (in clusters) appear on the same plant (monoecious) or, more commonly, on different plants (dioecious). Male catkins form in late summer and persist throughout the winter until eventually blooming in spring. Female flowers give way in late summer to small clusters of hairy, red berries which may persist into winter. Fruit is attractive to wildlife.

Problems

No serious insect or disease problems. Some susceptibility to leaf spot, rust, scale, aphids and mites. Nipple galls on foliage are a somewhat common, but generally cosmetic problem.

Garden Uses



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Sorghastrum nutans 🔊

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Tried and Trouble-free

Recommended by 3 Professionals

Species Native to Missouri

Common Name: Indian grass

Type: Ornamental grass

Family: Poaceae

Native Range: Eastern and central United States

Zone: 4 to 9

Height: 3.00 to 5.00 feet

Spread: 1.00 to 2.00 feet

36" spacing

Bloom Time: September to February

Bloom Description: Light brown with yellow stamens

Sun: Full sun

Water: Dry to medium

Maintenance: Medium

Suggested Use: Naturalize

Flower: Good Dried

Leaf: Good Fall

Attracts: Birds

Other: Winter Interest

Tolerate: Drought, Erosion, Dry Soil, Shallow-Rocky Soil, Black Walnut, Air Pollution

[Garden locations](#)

Culture

Easily grown in average, dry to medium, well-drained soils in full sun. Tolerant of a wide range of soils including heavy clays. Does well in poor, dry, infertile soils. Tends to open up and/or flop in moist, rich soils however. May naturalize by self-seeding in optimum growing conditions. Cut back to the ground in late winter to early spring just before the new growth appears.

Noteworthy Characteristics

Sorghastrum nutans, commonly called Indian grass, is a warm season Missouri native perennial grass which typically occurs in prairies, glades and open woods throughout the State. It was one of the dominant grasses of the tallgrass prairie which once covered large parts of the Midwest. Typically grows 3-5' tall (less frequently to 6') and is noted for its upright form and blue-green foliage. It forms upright clumps (to 2-3' tall) of slender, blue-green leaves (to 1/2" wide and 2' long). Foliage turns orange-yellow in fall and usually retains hints of color into the winter. Stiff, vertical flowering stems, topped with narrow, feathery, light brown flower panicles (to 12" long) highlighted with yellow stamens, rise well above the foliage clump in late summer to 5-6' tall. Panicles darken to bronze/chestnut brown in fall as they mature, later fading to gray. Panicles continue to provide some interest well into winter.

Genus name come from Greek and means a poor imitation of sorghum.

Specific epithet means to nod or nodding. Latin for swaying, while the genus name *Sorghastrum* is of Greek origin and means "a poor imitation of sorghum".



Tree Farm and Nursery Inc.

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Red Rocket Crape Myrtle



Choose an image to begin

(*Lagerstroemia 'Red Rocket'*)

Crape Myrtle Red Rocket Preferred Exposure:

- Full sun is needed for Red Rocket Crape Myrtles to grow and bloom properly in the North Florida | Jacksonville | St. Augustine area landscape.

Red Rocket Crape Myrtle Foliage | Bark:

- About S and J
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- Dark green deciduous foliage of the Red Rocket Crape Myrtle turns bronze red in the fall before falling off the tree for winter.

- Bark of the Red Rocket Crape Myrtle is a beautiful tan color and smooth textured. Very pretty.

Red Rocket Crape Myrtle Soil Preference / Salt Tolerance:

- Red Rocket Crape Myrtles do well in most soils providing they are well draining.

- Crape Myrtle Trees are not known to be salt tolerant and should not be planted in coastal landscapes or gardens where irrigated with water with high salinity levels.

Red Rocket Crape Myrtle Size Variance:

- Red Rocket Crape Myrtle is a medium sized selection and will only grow up to 15-20 feet high and wide.

- Use Red Rocket Crape Myrtles where you have limited space that a larger species would not be well suited to or you would have to trim back all of the time to keep it in scale you can still allow this variety to grow to its full potential without all the fuss.

Crape Myrtle Red Rocket Growth Habit:

- Upright rounded growth habit of a Red Rocket Crape Myrtle forms a nice full canopy of foliage.

Crape Myrtle Red Rocket Growth Rate:

- Red Rocket is considered a moderate growing Crape Myrtle. Crape Myrtles growth rate is tied to its mature growth size, 30 ft tall Muskogee Crape Myrtles will grow very quickly but Catawba that has a mature height of only 12 ft is much slower growing.

Red Rocket Crape Myrtle Bloom:

- Red Rocket Crape Myrtle blooms are without question the best of the best when you're on the market for a true red color. The bright red color is a rich deep hue that is very eye catching and makes a dramatic landscape statement when in bloom. One of my personal favorite selections, very pretty.

Crape Myrtle Red Rocket Water Requirements:

- Crape Myrtles trees are drought tolerant after they are established in the landscape but will need to be watered well after planting for two weeks to three months in the establishment period depending on the size of the tree being planted and during prolonged periods of drought after established in the landscape.

Butterfly or Bird Attracting:

- n/a

Best Uses For Crape Myrtles:

- Few trees make quite the statement in the landscape that a Crape Myrtle can. They bloom for months with little care on our part to keep them looking spectacular. Its little wonder they hold such a place in our hearts and in our gardens.

- Plant them alone as a specimen accent or in groups for added dramatic flare. With so many varieties, colors and sizes to choose from, no southern garden should be without at least one!

- Crape Myrtles are the perfect touch of color when inter planted in hedge rows for privacy screens or property borders.

- Low maintenance and drought tolerant once established, Crape Myrtles make excellent commercial plantings for parking lots and street trees.

Care of Crape Myrtles:

- Water every day during the establishment period. See watering your newly planted trees for more information.

- They will need good water during the establishment period and supplemental irrigation during dry spells or particularly hot dry summers.

- All Crape Myrtles bloom on new wood and should be pruned in winter or early spring for best bloom.

- Take care to remove basal suckers and small twiggy growth each year on larger specimens and remove crossing or touching branch growth as well as branches growing towards the center rather than the more desirable growth that grows out and away from other branches.

- During the summer growth season you can choose to trim old blooms and your Crape Myrtle will put out a second lighter and slightly smaller bloom to replace it and prolong your bloom season.

- Provide a 1 ft diameter circle of mulched area where grass is kept from growing for each inch of caliper (or diameter) of trunk measured 4 inches from the ground level.

- Fertilize each spring with a heaping shovel of compost or a mixture of milorganite and a slow release poly coated plant food such as Osmocote or Stay Green general purpose plant food, sprinkling the fertilizer around the mulch circle underneath the foliage of the tree.

Fall in love with Red Rocket Crape Myrtles? Who can blame you... Check out these links to

other great Crape Myrtle Selections offered at S & J Tree Farm and Nursery

[Acoma Crape Myrtle](#)

[Burgundy Cotton Crape Myrtle](#)

[Catawba Crape Myrtle](#)

[Muskogee Crape Myrtle](#)

[Natchez Crape Myrtle](#)

[Pink Velour Crape Myrtle](#)

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Search

Plants > All Plants > Quercus robur 'Fastigiata'

Quercus robur 'Fastigiata'

This plant has poison characteristics. See below.

Common Name(s):

Columnar English oak

Categories:

Poisonous Plants, Trees

Comment:

Partially comes true from seeds; susceptible to powdery mildew. This tree is mildly resistant to damage by deer.

Description:

Evergreen or deciduous trees; leaves alternate and simple, variously shaped in different species; pollen flowers in drooping, elongated clusters; fruit an acorn.

Height:

50-60 ft.

Flower:

1 in. acorn

Zones:

5-8

Habit:

Deciduous

Site:

Sun; prefers well drained soil; open area

Texture:

Medium

Form:

Narrow fastigate form

Poison Part:

Acorns (seeds of nuts) and young leaves.

Poison Delivery Mode:

Ingestion.

Symptoms:

Stomach pain, constipation and later bloody diarrhea, excessive thirst and urination

Edibility:

EDIBLE PARTS: Acorns (nuts) are edible after tannins are leached or boiled out. HARVEST TIME: Only collect nuts from areas you know

Toxic Principle:

Gallotannins, quercitrin, and quercetin.

Severity:

CAUSES ONLY LOW TOXICITY IF EATEN.

Found in:

Forest or natural areas; landscape as ornamental and shade trees.

Width:

10-15 ft.

Growth Rate:

Slow

Leaf:



Quercus robur 'Fastigiata'



Quercus robur 'Fastigiata'



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Hypericum calycinum

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Recommended by 1 Professionals

Common Name: St. John's wort

Type: Deciduous shrub

Family: Hypericaceae

Native Range: Southern Europe, southwestern Asia

Zone: 5 to 9

Height: 1.00 to 1.50 feet

Spread: 1.50 to 2.00 feet

Bloom Time: July to August

Bloom Description: Bright yellow

Sun: Full sun to part shade

Water: Medium

Maintenance: Low

Suggested Use: Ground Cover

Flower: Showy

Tolerate: Drought, Erosion, Dry Soil

[Garden locations](#)

18" spacing

Culture

Easily grown in average, medium, well-drained soil in full sun to part shade. Tolerates wide range of soils. Thrives on sandy soils in full sun. Less floriferous in part shade. Evergreen in warm winter climates. Usually dies to the ground or suffers some tip dieback in cold winter climates, but blooms on new growth and comes back nicely each spring. In areas where it does not die in winter, shear or mow plants in late winter or early spring every 2-3 years to renew and induce new growth. Spreads rapidly by underground stems and can spread aggressively in ideal growing conditions. Plant 18" apart for use as a ground cover.

Noteworthy Characteristics

A stoloniferous subshrub or shrublet, typically growing 12" (less frequently to 18") high and 24" wide, which is frequently planted as a ground cover. Features large, rose-like, 5-petaled, yellow flowers (2-3" diameter) having numerous, bushy stamens with reddish anthers. Flowers appear singly or in groups of 2-3 and cover the plant in summer. Oval to oblong, distinctively net-veined (from beneath) leaves (to 4" long) are rich green in sun but are a lighter, yellowish green in shade. Four-angled stems are both procumbent and ascending. Sometimes commonly called Aaron's beard or creeping St. John's wort. Plants of the genus *Hypericum* (some species have been used since ancient times in the treatment of wounds) were apparently gathered and burned to ward off evil spirits on the eve of St. John's Day, thus giving rise to the genus common name of St. John's wort.

Problems

No serious insect or disease problems.

Garden Uses

RESOLUTION No. 2015-81

TO BE ENTITLED “A RESOLUTION TO APPROVE A PILOT (PAYMENT IN LIEU OF TAXES) PROGRAM FOR THE LAMPO GROUP, INCORPORATED, AS REQUESTED BY THE INDUSTRIAL DEVELOPMENT BOARD OF WILLIAMSON COUNTY, TENNESSEE”

WHEREAS, The Industrial Development Board Williamson County, Tennessee (the “**IDB**”) is authorized under the provisions of Chapter 53, Title 7, of Tennessee Code Annotated, as amended from time to time (the “**Act**”), to issue, sell, and deliver revenue bonds and revenue notes, and to use the proceeds therefrom for, among other things, the purpose of financing, acquiring, improving, constructing, equipping, owning, leasing, and disposing of properties in order to promote industry, trade, commerce, tourism and recreation, and thereby maintain and increase employment opportunities and further the use of natural resources in the State of Tennessee, by inducing manufacturing, industrial, governmental, educational, financial, service, commercial, and recreational enterprises to locate in or remain in the State of Tennessee; and

WHEREAS, in order to implement the public purposes enumerated in the Act and in furtherance thereof to induce The Lampo Group, Incorporated, a Tennessee corporation, or its designee(s) (the “Company”), to relocate and expand its office facilities (the “Project”) in the City of Franklin (the “City”) and Williamson County, Tennessee (the “County”), the acquisition, construction, owning and leasing of which by the IDB is expected to maintain or increase employment in the City and the County, the IDB has offered to issue one or more revenue notes (the “Note”) in a principal amount not to exceed Ninety Eight Million Dollars (\$98,000,000), under and pursuant to the provisions of the Act, and to use the proceeds therefrom to provide for the payment of the costs of acquiring, improving and/or constructing all or a portion of the Project, and to enter into an agreement with the Company to accept payments in lieu of ad valorem taxes with respect to the Project; and

WHEREAS, a proposed Project Agreement (the “Agreement”) expressing formally and in writing the understanding heretofore and formerly agreed upon by the IDB and the Company, such Agreement being attached hereto and incorporated herein by this reference; and

WHEREAS, at the request of the IDB, the Board of Mayor and Aldermen of the City of Franklin, Tennessee desires to confirm its approval of the Project Agreement and the economic incentives therein set forth.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, as follows:

1. The form, content, and provisions of the Project Agreement are hereby approved.
2. The Mayor, the City Administrator and all departments and agencies of the City of Franklin, Tennessee, are hereby authorized and directed to take such further actions as are deemed necessary or advisable to carry out the intent and purposes of the Project Agreement and this Resolution.

Adopted this 13th day of October, 2015.

Dr. Ken Moore, Mayor

ATTEST BY:

Eric Stuckey
City Administrator

Approved as to form by:

Sauna R. Billingsley
City Attorney

PROJECT AGREEMENT (PROJECT LAMPO)

This **PROJECT AGREEMENT** (the “**Agreement**”), dated as of October ____, 2015, is made and executed by and between the **INDUSTRIAL DEVELOPMENT BOARD OF WILLIAMSON COUNTY, TENNESSEE** (the “**Issuer**”), a public, nonprofit corporation organized and existing under the laws of the State of Tennessee, and **THE LAMPO GROUP, INCORPORATED**, a Tennessee corporation, and its designee(s) (the “**Applicant**” and “**Company**”):

W I T N E S S E T H:

For and in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitation of Facts. As a means of setting forth the matters of mutual inducement which have resulted in the making and execution of this Agreement, the following statements of fact are hereby recited:

(a) The Issuer is authorized by the provisions of Chapter 53, Title 7, Tennessee Code Annotated, as amended (the “**Act**”), to issue, sell, and deliver revenue notes and revenue bonds, and to use the proceeds therefrom for, among other things, the purpose of financing, acquiring, improving, constructing, equipping, reconstructing, furnishing, bettering, extending, owning, leasing, and disposing of properties in order to maintain and increase employment opportunities in the State of Tennessee, by inducing manufacturing, industrial, governmental, educational, financial, service, commercial, recreational and agricultural enterprises to locate or remain in the State of Tennessee;

(b) The Applicant was informed that the Issuer would provide a payment in lieu of tax incentive to the Applicant, subject to a delegation of authority to the Issuer by Williamson County, Tennessee (the “**County**”), to assist it in the cost of relocating and expanding its office facilities (the land, improvements and buildings being, collectively, the “**Project**”) in the City of Franklin, Tennessee (the “**City**”);

(c) The Applicant estimates that it will hire approximately 398 new Qualifying Employees at the Project in its first building, which is anticipated to contain about 200,000 square feet (the land for the entire Project together with the first building being “**Phase I**”), and that if it proceeds with a second building of about the same size, it will then hire approximately 398 additional new full-time equivalent employees in the second building at the Project (the second building being “**Phase II**”);

(d) The Applicant has advised the Issuer that its plans to provide the Project are dependent upon certain assistance the Issuer can provide, such assistance being more fully specified in Section 2 hereof;

(e) The Issuer has duly considered the nature of the Project and is of the opinion that the assistance specified in Section 2 hereof will develop trade and commerce in and adjacent to the City and the County; will induce the Applicant to provide the Project; will serve to substantially maintain or increase employment opportunities in the City and the County, thereby alleviating conditions of unemployment; will contribute to the general welfare; and will, therefore, be in furtherance of the public purposes for which the Issuer was created; and

(f) The Issuer has, therefore, determined that the issuance, sale, and delivery of the Notes, as such term is hereinafter defined, as and for the purposes described in paragraph (a) of Section 2 hereof, are necessary to implement the public purposes enumerated in the Act.

2. Undertakings on the Part of the Issuer. Subject to the provisions and limitations contained in the Act and in any and all other applicable statutes, laws, ordinances, and regulations, whether federal, state, local, or otherwise, the Issuer hereby agrees as follows:

(a) That it will authorize, if requested, the issuance and delivery of its revenue notes (the **“Notes”**), in one or more series, in an aggregate principal amount not to exceed Ninety Eight Million and No/100 Dollars (\$98,000,000.00), the proceeds thereof to be used for the purpose of paying the costs of the Project, including, without limitation, the costs of the acquisition and improvement of the land, construction of the buildings, and the transaction costs related thereto.

(b) That it will adopt such proceedings as may be necessary or desirable for the execution and delivery, on behalf of the Issuer, of a Ground Lease Agreement (**“Ground Lease”**), and a Facility Lease Agreement (the **“Facility Lease”**), as applicable (the Ground Lease and the Facility Lease being collectively, the **“Lease Agreements”**), and which shall provide for the use of the proceeds of the Notes, to the extent applicable, by the lessees on behalf of the Issuer to provide the Project, such Lease Agreements to contain such provisions as are mutually agreeable to the Issuer and the Applicant, with each party acting reasonably. The Lampo Group, Incorporated, and its affiliates, will be the sublessee of the Project.

(c) That it will adopt, in connection with the execution and performance of the Lease Agreements, such proceedings as may be necessary or desirable for the execution and delivery, on behalf of the Issuer, of a tax agreement (the **“Tax Agreement”**), providing for payments in lieu of ad valorem taxes to the County and the City (**“In Lieu of Tax Payments”**) for the Project for each year beginning January 1 and ending December 31 in an amount equal to the percentage of the Applicable Ad Valorem Taxes for such year set forth below:

(i) Phase I (Land and Phase I Building):

Applicable Year:	Percentage of County Standard Tax:	Percentage of County Education Tax:	Percentage of City Applicable Ad Valorem Taxes:
Effective Date through December 31, 2018	100%	100%	100%
January 1, 2019 through December 31, 2029	0%	100%	Matching Percentage

January 1, 2029 and thereafter	100%	100%	100%
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Notwithstanding the foregoing:

- (A) Once the total County Applicable Ad Valorem Taxes for Phase I after calendar year 2018 exceeds the total In Lieu of Tax Payments to the County for Phase I by \$1,865,500.00, with the result that the Company by reason of its leasehold interest in the Phase I has received \$1,865,500.00 in tax reductions as a result of this transaction, the In Lieu of Tax Payments for Phase I required hereunder to the County shall become 100% of the County Applicable Ad Valorem Taxes; and
- (B) Once the total City Applicable Ad Valorem Taxes for Phase I after calendar year 2018 exceeds the total In Lieu of Tax Payments to the City for Phase I by \$360,000.00, with the result that the Company by reason of its leasehold interest in Phase I has received \$360,000.00 in tax reductions as a result of the Phase I transaction, the In Lieu of Tax Payments for Phase I required hereunder to the City shall become 100% of the City Applicable Ad Valorem Taxes.

(ii) Phase II (Building only): The County, City, and the IDB agree that, at the option of the Company, the Tax Agreement may be extended up to the Pilot Expiration Date or earlier to include Phase II, based upon all requirements and obligations set forth in this Agreement as to Phase II. Phase II shall be deemed to have been commenced when notice in writing is given to the IDB that plans and specifications for a subsequent phase have been prepared and will be submitted to the City. A proper submission of an application for a building permit must be made to the City within one (1) year of giving this notice, or the Tax Agreement as to Phase II shall lapse. Phase II shall not qualify under this **Section 2(c)(ii)**, unless the Company meets the requirements in **Section 1(c)** and invest at least \$40,000,000.00 in Phase II.

Applicable Year:	Percentage of County Standard Tax:	Percentage of County Education Tax:	Percentage of City Applicable Ad Valorem Taxes:
Phase II Construction Period	100%	100%	100%
Lease Year 1 through the earlier of the end of Lease Year 10 or the Pilot Expiration Date	0%	100%	Matching Percentage
The earlier of the beginning of	100%	100%	100%

Lease Year 11 or the Pilot Expiration Date, and thereafter			
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Notwithstanding the foregoing:

- (A) Once the total County Applicable Ad Valorem Taxes for Phase II after calendar year 2018 exceeds the total In Lieu of Tax Payments to the County for Phase II by the amount of the County Phase II Cap, with the result that the Company by reason of its leasehold interest in Phase II has received the amount of the County Phase II Cap in tax reductions as a result of this transaction, the In Lieu of Tax Payments for Phase II required hereunder to the County shall become 100% of the County Applicable Ad Valorem Taxes; and
 - (B) Once the total City Applicable Ad Valorem Taxes for Phase II after calendar year 2018 exceeds the total In Lieu of Tax Payments to the City for Phase II by the amount of the City Phase II Cap, with the result that the Company by reason of its leasehold interest in Phase II has received the amount of the City Phase II Cap in tax reductions as a result of the Phase II transaction, the In Lieu of Tax Payments for Phase II required hereunder to the City shall become 100% of the City Applicable Ad Valorem Taxes.
- (iii) If the Company is required to pay ad valorem taxes by reason of its leasehold interests in the Project (**“Leasehold Taxes”**), then the amount of Leasehold Taxes actually paid by the Company shall be deducted from the In Lieu of Tax Payments next due from the Company with respect to the Project until such time as the full amount of Leasehold Taxes actually paid by the Company during the term of the Facility Lease shall have been deducted from In Lieu of Tax Payments.
- (iv) Definitions:
- (C) **“Applicable Ad Valorem Taxes”** shall mean the sum of the City Applicable Ad Valorem Taxes and the County Applicable Ad Valorem Taxes.
 - (D) **“City Applicable Ad Valorem Taxes”** shall mean any ad valorem taxes that, but for ownership of the Project by the Issuer, would have been due and payable to the City pursuant to T.C.A. § 67-5-103

by the Company with respect to Phase I and Phase II, as applicable.

- (E) **“City Phase II Cap”** shall mean \$360,000.00, increased annually by 2% on a cumulative basis, starting on January 1, 2017, and ending on the December 31 immediately preceding Lease Year 1
- (F) **“County Applicable Ad Valorem Taxes”** shall mean any ad valorem taxes that, but for ownership of the Project by the Issuer, would have been due and payable to the County pursuant to T.C.A. § 67-5-102 by the Company with respect to Phase I and Phase II, as applicable.
- (G) **“County Education Tax”** shall mean the amount of County Applicable Ad Valorem Taxes specifically earmarked for education.
- (H) **“County Phase II Cap”** shall mean \$1,865,500.00, increased annually by 2% on a cumulative basis, starting on January 1, 2017, and ending on the December 31 immediately preceding Lease Year 1.
- (I) **“County Standard Tax”** shall mean the amount of County Applicable Ad Valorem Taxes not specifically earmarked for education.
- (J) **“Effective Date”** shall mean the date of the Tax Agreement.
- (K) **“Lease Year”** means the one year period commencing on the 1st day of the January immediately following the Phase II Construction Period, and each subsequent one year period. The numerical qualifier after the term “Lease Year” indicates the number of the Lease Year following the Phase II Construction Period (i.e., Lease Year 1 is the year beginning on the 1st day of the January immediately following the Phase II Construction Period and ending on the next December 31).
- (L) **“Matching Percentage”** means the percentage obtained by dividing the County Education Tax by the County Applicable Ad Valorem Taxes, so that the percentage of the City Applicable Ad Valorem Taxes being paid by the Company to the City as In Lieu of Tax Payments matches the percentage of the

County Applicable Ad Valorem Taxes being paid at all times.

- (M) **"Pilot Expiration Date"** means December 31, 2033.
- (N) **"Phase II Construction Commencement Period"** means the calendar year in which the visible commencement of construction of Phase II begins, through the end of the calendar year in which a certificate of occupancy for Phase II is issued.
- (O) **"Qualifying Employees"** means full-time equivalent employees employed by the Company at the Project hired for a minimum of 35 hours per week.

(v) On or before January 31, 2023, the Company shall provide written notice to the Issuer stating the number of Qualifying Employees employed in the Phase I building as of December 31, 2022 (**"Reported Phase I Jobs"**). If the number of Phase I Reported Jobs in any given year is lower than 318 (being eighty percent (80%) of the number of jobs anticipated to be in Phase I at such time), then the Company shall make an additional In Lieu of Tax Payment for Phase I (the **"Phase I Additional Payment"**) for that year in an amount of the Applicable Ad Valorem Taxes for Phase I proportionate to the amount by which 318 exceeds the number of Phase I Reported Jobs. Specifically, the Phase I Additional Payment shall be the amount determined by (i) subtracting (A) the quotient obtained by dividing the number of Phase I Reported Jobs by 318 from (B) 1, rounded to the nearest percentage point, and (ii) multiplied by the Applicable Ad Valorem Taxes for Phase I. By way of example, if the number of Phase I Reported Jobs as of December 31, 2022 is 240, the Phase I Additional Payment would be 25% of the Applicable Ad Valorem Taxes for Phase I [$1 - (240/318) = 0.245 = 25\%$]. In no event shall the Phase I Additional Payment plus the In Lieu of Tax Payment for Phase I exceed 100% of the Applicable Ad Valorem Taxes for Phase I.

(vi) If the Company proceeds with Phase II, on or before the January 31 immediately following the end of Lease Year 4, the Company shall provide written notice to the Issuer stating the number of Qualifying Employees employed in the Phase II building as of December 31 of Lease Year 4 (**"Reported Phase II Jobs"**). If the number of Phase II Reported Jobs in any given year is lower than 318 (being eighty percent (80%) of the number of jobs anticipated to be in Phase II at such time), then the Company shall make an additional In Lieu of Tax Payment for Phase II (the **"Phase II Additional Payment"**) for that year in an amount of the Applicable Ad Valorem Taxes for Phase II proportionate to the amount by which 318 exceeds the number of Phase II Reported Jobs. Specifically, the Phase II Additional Payment shall be the amount determined by (i) subtracting (A) the quotient obtained by dividing the number of Phase II Reported Jobs by 318 from (B) 1, rounded to the nearest percentage point, and (ii) multiplied by the Applicable Ad Valorem Taxes for Phase II. By way of example, if the number of Phase II Reported Jobs as of December 31 of Lease Year 5 is 240, the Phase II Additional Payment would be 25% of the Applicable Ad Valorem Taxes for Phase II

$[1-(240/318) = 0.245 = 25\%]$. In no event shall the Phase II Additional Payment plus the In Lieu of Tax Payment for Phase II exceed 100% of the Applicable Ad Valorem Taxes for Phase II.

(d) That it will adopt, in connection with the issuance of the Notes, the Lease Agreements and the Tax Agreement, such proceedings as may be necessary or desirable for the execution and delivery, on behalf of the Issuer, of such other, further, or different documents as may be necessary or desirable to effectuate the assistance set forth in this Section 2, such other or further documents to contain such terms and provisions as may be mutually satisfactory to the Issuer and the Applicant, with each party acting reasonably; and

(e) That it will perform such other or further acts and adopt such other or further proceedings as may be necessary or desirable to faithfully implement its undertakings hereunder.

3. Undertakings on the Part of the Applicant. The Applicant hereby agrees, if it elects to undertake the Project, or only Phase I thereof, as follows:

(a) That the Applicant will authorize, execute, and deliver such other, further, or different documents as may be necessary or desirable to effectuate the assistance set forth in Section 2 hereof, such other or further documents to contain such terms and provisions as may be mutually satisfactory to the Issuer and the Applicant, with each party acting reasonably;

(b) That the Applicant will pay the reasonable legal fees and expenses of the Issuer, based upon its counsel's regular hourly rates, in connection with this Agreement and the transactions contemplated herein, up to \$10,000.00, above which such legal costs shall be shared equally by the Applicant and the County.

(c) That the Applicant will perform such other or further acts and adopt such other or further proceedings as may be necessary or desirable to faithfully implement the undertakings hereunder of the Applicant.

4. NO RECOURSE TO ISSUER. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, OR ANY OTHER AGREEMENT, DOCUMENT, INSTRUMENT OR CERTIFICATE IN CONNECTION HERewith, NO RECOURSE SHALL BE MADE AGAINST THE ISSUER, ITS DIRECTORS OR OFFICERS FOR THE PAYMENT OR PERFORMANCE, OR FAILURE OF PERFORMANCE BY THE ISSUER, OF ANY OBLIGATIONS, WARRANTIES, COVENANTS, TERMS, CONDITIONS OR OTHER AGREEMENTS HEREUNDER OR THEREUNDER.

The County and the City shall not in any event be liable for the performance of any pledge, mortgage, obligation, or agreement of any kind whatsoever herein by the Issuer, and none of the Issuer's agreements or obligations under this Agreement shall be construed to constitute a pledge of the taxing power or an indebtedness of the County or the City within the meaning of any constitutional or statutory provision whatsoever.

5. Mutual Agreements as to Terms of Documents. All commitments herein contained of the Issuer and of the Applicant are subject to the express condition that the Issuer and the Applicant agree upon mutually acceptable terms and conditions of all documents,

including, but not limited to, the Notes, the Lease Agreements and the Tax Agreement, with each party acting reasonably, whose execution and delivery are contemplated by the provisions hereof.

6. Termination of Agreement. This Agreement and all of the terms and provisions hereof, shall terminate and be of no further force and effect from and after the execution of the Lease Agreements and the Tax Agreement. Furthermore, if such Lease Agreements and Tax Agreement, for any reason whatsoever, have not been executed within two (2) years from the date hereof, unless extended by the Issuer, this Agreement, and all of the terms and provisions hereof (except as herein otherwise expressly provided), shall become, at the option of any party hereto, void and of no further force and effect; provided, however, that upon such cancellation for any reason, the Applicant shall reimburse the Issuer, or directly pay its legal counsel, for any legal expenses required to be paid by the Company under Section 3(b) hereof, and such obligation to pay such expenses shall survive any termination hereof.

7. Execution of Agreement. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

8. Entire Agreement. This Agreement constitutes the entire agreement of the parties and hereby supersedes any and all prior agreements related to the transactions contemplated by Section 2 hereof.

9. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the parties hereto. This Agreement may not be transferred or assigned without the written consent of the IDB and County.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto, each after due consideration and authorization, have executed this Agreement as of the day and date first above written.

ISSUER:

**INDUSTRIAL DEVELOPMENT BOARD OF
WILLIAMSON COUNTY, TENNESSEE**

By: _____
Name: _____
Title: _____

APPLICANT:

THE LAMPO GROUP, INCORPORATED

By: _____
Name: _____
Title: _____

**RESOLUTION
(PROJECT LAMPO)**

RESOLUTION AUTHORIZING, SUBJECT TO THE SUBMISSION OF SATISFACTORY IMPLEMENTING DOCUMENTS, THE ISSUANCE OF ONE OR MORE REVENUE NOTES IN A PRINCIPAL AMOUNT NOT TO EXCEED \$98,000,000, AUTHORIZING THE ACQUISITION AND LEASING OF A CERTAIN OFFICE FACILITY PROJECT AND AUTHORIZING THE EXECUTION AND DELIVERY OF AGREEMENTS IN CONNECTION THEREWITH, INCLUDING A TAX AGREEMENT PROVIDING FOR PAYMENTS IN LIEU OF AD VALOREM TAXES.

WHEREAS, the INDUSTRIAL DEVELOPMENT BOARD OF WILLIAMSON COUNTY, TENNESSEE (the "Issuer") is authorized under the provisions of Chapter 53, Title 7, of Tennessee Code Annotated, as amended from time to time (the "Act"), to issue, sell, and deliver revenue notes and revenue bonds, and to use the proceeds therefrom for, among other things, the purpose of financing, acquiring, improving, constructing, equipping, reconstructing, furnishing, bettering, extending, owning, leasing, and disposing of properties in order to maintain and increase employment opportunities in the State of Tennessee, by inducing manufacturing, industrial, governmental, educational, financial, service, commercial, recreational and agricultural enterprises to locate or remain in the State of Tennessee; and

WHEREAS, in order to implement the public purposes enumerated in the Act and in furtherance thereof to induce The Lampo Group, Incorporated, a Tennessee corporation, or its designee(s) (the "Applicant"), to relocate and expand its office facilities (the "Project") in the City of Franklin (the "City") and Williamson County, Tennessee (the "County"), the acquisition, construction, owning and leasing of which by the Issuer is expected to maintain or increase employment in the City and the County, the Issuer has offered to issue one or more revenue notes (the "Note") in a principal amount not to exceed Ninety Eight Million Dollars (\$98,000,000), under and pursuant to the provisions of the Act, and to use the proceeds therefrom to provide for the payment of the costs of acquiring, improving, constructing and/or installing all or a portion of the Project; and

WHEREAS, after careful study and investigation of the proposed Project, and at a public meeting following reasonable public notice, the Issuer hereby determines that the financing and acquisition of the proposed Project will promote industry, develop trade and commerce in and adjacent to the City and the County, contribute to the general welfare, alleviate conditions of unemployment by maintaining and increasing employment opportunities in the State of Tennessee, and further the use of natural resources in the State of Tennessee by inducing Applicant to undertake the construction of the Project and conducting its operations therein; and

WHEREAS, the Issuer further determines that the financing of all or a portion of the Project by the issuance and sale of revenue notes will be consistent with and effectuate the public purposes of the laws of the State of Tennessee, particularly the Act; and

WHEREAS, there has been prepared and submitted to this meeting of the Board of Directors of the Issuer a proposed Project Agreement (the "Agreement"), which is incorporated

herein by this reference, expressing formally and in writing the understanding heretofore and formerly agreed upon by the Issuer and the Applicant, such Agreement being attached hereto and incorporated herein by this reference.

NOW, THEREFORE, be it resolved by the Board of Directors of the Issuer as follows:

1. The Issuer hereby authorizes, subject only to submission of implementing documents, satisfactory to the Issuer and its legal counsel, the issuance of its Note for the purposes specified in the Preamble hereto and in the Agreement.

2. The form, content, and provisions of the Agreement are hereby approved and the Chairman or Vice-Chairman of the Issuer are hereby authorized and directed to execute and deliver such Agreement on behalf of the Issuer, with such changes therein as they, or either of them, approve, the signature affixed thereto of such Chairman or Vice-Chairman to be conclusive evidence of such approval.

3. The officers and employees of the Issuer are hereby authorized and directed to take such further actions as are deemed necessary or advisable to carry out the intent and purposes of the Agreement and this Resolution, and to issue the Note upon the terms and conditions stated herein and in the Agreement.

[Signatures on Following Page]

ADOPTED AND APPROVED this ___ day of September, 2015.

ISSUER:

**INDUSTRIAL DEVELOPMENT BOARD OF
WILLIAMSON COUNTY, TENNESSEE**

By: Burgess G. Oliver
Name: BURGESS G. OLIVER
Title: VICE CHAIR

CITY OF FRANKLIN ABATEMENT CALCULATIONS

PHASE I = Land & Building

City								Tax	Tax		
Year		Market Value	Assessed Value	Tax Rate**	TAX RATE ABATEMENT	TAX RATE COLLECTIONS		ABATEMENT	Collection	Total	
								41.36%	58.64%	100.00%	
Inc+	5.0%	1	2019	\$58,000,000	\$23,200,000	\$0.4065	\$0.1681	\$0.2384	\$39,009	\$55,299	\$94,308
		2	2020	\$58,000,000	\$23,200,000	\$0.4065	\$0.1681	\$0.2384	\$39,009	\$55,299	\$94,308
		3	2021	\$60,900,000	\$24,360,000	\$0.4065	\$0.1681	\$0.2384	\$40,960	\$58,064	\$99,023
		4	2022	\$60,900,000	\$24,360,000	\$0.4065	\$0.1681	\$0.2384	\$40,960	\$58,064	\$99,023
		5	2023	\$60,900,000	\$24,360,000	\$0.4065	\$0.1681	\$0.2384	\$40,960	\$58,064	\$99,023
Inc+	5.0%	6	2024	\$60,900,000	\$24,360,000	\$0.4065	\$0.1681	\$0.2384	\$40,960	\$58,064	\$99,023
		7	2025	\$60,900,000	\$24,360,000	\$0.4065	\$0.1681	\$0.2384	\$40,960	\$58,064	\$99,023
		8	2026	\$63,945,000	\$25,578,000	\$0.4065	\$0.1681	\$0.2384	\$43,008	\$60,967	\$103,975
		9	2027	\$63,945,000	\$25,578,000	\$0.4065	\$0.1681	\$0.2384	\$34,176	\$69,799	\$103,975
		10	2028	\$63,945,000	\$25,578,000	\$0.4065	\$0.1681	\$0.2384	\$0	\$103,975	\$103,975
		11	2029	\$63,945,000	\$25,578,000	\$0.4065	\$0.1681	\$0.2384	\$0	\$103,975	\$103,975
								\$360,000	\$739,631	\$1,099,631	
CAP								\$360,000			
Difference								\$0			

PHASE II = Building only

								City Tax	City Tax		
Year		Market Value*	Assessed Value	City Tax Rate	TAX RATE ABATEMENT	TAX RATE COLLECTIONS		Tax ABATEMENT 41.36%	Tax Collection 58.64%	Total 100.00%	
Inc+	5.0%	1	2023	\$45,046,497	\$18,018,599	\$0.4065	\$0.1681	\$0.2384	\$30,297	\$42,949	\$73,246
		2	2024	\$45,046,497	\$18,018,599	\$0.4065	\$0.1681	\$0.2384	\$30,297	\$42,949	\$73,246
		3	2025	\$45,046,497	\$18,018,599	\$0.4065	\$0.1681	\$0.2384	\$30,297	\$42,949	\$73,246
		4	2026	\$47,298,800	\$18,919,520	\$0.4065	\$0.1681	\$0.2384	\$31,812	\$45,096	\$76,908
		5	2027	\$47,298,800	\$18,919,520	\$0.4065	\$0.1681	\$0.2384	\$31,812	\$45,096	\$76,908
Inc+	5.0%	6	2028	\$47,298,800	\$18,919,520	\$0.4065	\$0.1681	\$0.2384	\$31,812	\$45,096	\$76,908
		7	2029	\$47,298,800	\$18,919,520	\$0.4065	\$0.1681	\$0.2384	\$31,812	\$45,096	\$76,908
		8	2030	\$47,298,800	\$18,919,520	\$0.4065	\$0.1681	\$0.2384	\$31,812	\$45,096	\$76,908
		9	2031	\$49,663,700	\$19,865,480	\$0.4065	\$0.1681	\$0.2384	\$34,176	\$46,577	\$80,753
		10	2032	\$49,663,700	\$19,865,480	\$0.4065	\$0.1681	\$0.2384	\$0	\$80,753	\$80,753
		11	2033	\$49,663,700	\$19,865,480	\$0.4065	\$0.1681	\$0.2384	\$0	\$80,753	\$80,753
								\$284,127	\$562,409	\$846,536	
CAP								\$405,418			
Difference								-\$121,292			

*Market Value is adjusted for construction cost inflation between 2017 and 2023

**City Tax is based on 2023 rates

*Market Value is adjusted for construction cost inflation between 2017 and 2023

** City tax rate is assumed to be constant.

*** 2021 and 2026 are reappraisal years; 5% price inflation is assumed

Phase I and Phase II combined \$644,127 \$1,302,040 \$1,946,167

ORDINANCE 2015-50

**AN ORDINANCE TO REZONE +/- 7.43 ACRES FROM ESTATE
RESIDENTIAL DISTRICT (ER) TO RESIDENTIAL 3 (R-3)
DISTRICT FOR THE PROPERTIES LOCATED AT 1034 AND 1040
CARLISLE LANE**

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

WHEREAS, R-3 zoning provides a maximum density and encourages innovative land use planning and design through the approval of a PUD Development Plan.

WHEREAS, the zoning is reviewed and approved by BOMA, after a recommendation from the FMPC.

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, zoned Residential-3 (R-3):

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 _____, 20____:

1. The legal description of the property (from the original rezoning) is as follows:

Map--Parcel	Acres
064---16.00	3.86
064----17.00	3.57
TOTAL	± 7.43

Tract One: Being a tract of land lying within the Fifth Civil District of Williamson County, Tennessee, and bounded in general by Short Road on the west, by _____ on the north, by James McGee on the east and south, and more fully described as follows:

Beginning at a point in the center of Carlisle Lane (Short Road), said point is 471.85' from the interior corner of Walter Carlisle's property, and said point is the southwest corner of herein described property; thence, with the center line of said road N 8 deg. 45' E, 257.12' to a point; thence leaving said road S 85 deg. 59' 15" E, 20.93', to an iron pin and continuing on same line for a total distance of 348.96' to an iron pin in an old fence; thence, with McGee's line S 8 deg. 45' W, 243.79', to an iron pin; thence, N 88 deg. 09' 40" W, 335.31' to an iron pin, and continuing on same line 350.31' to the point of beginning and containing 2.0 acres, more or less.

Being the same property conveyed to Edward S. Wilson, II, et ux., by deed of record in Book 405, Page 996, Register's Office of Williamson County, Tennessee.

Tract Two: Said tract lies wholly within the Fifth Civil District, Williamson County, Tennessee, and is bound in the general on the north by Herbert Jones, on the South and East by Jimmy McGee, on the West by Edith McGee.

Beginning at the southwest corner of said tract Edith McGee's southeast corner, thence with Edith McGee's east line N. 8 deg. 45' E 243.79 ft. to a iron pin in Herbert Jones's south line S. 85 deg. 59' 15" E. 274.88 ft. to a iron pin, thence with Jimmy McGee N. 88 deg. 09' 40" W. 298.92 ft. to the point of beginning, containing 1.57 acres, more or less.

And

A tract of land lying wholly within the Fifth Civil District, Williamson County, Tennessee, and bound in general by McLemore on the north, Chrisman on the east, McLemore on the south, and Carlisle Lane on the west;

Commencing in the center of Carlisle Lane at an interior corner of Walter Carlisle; thence along said centerline North 8 degrees 45 minutes East 726.8 feet to the point of beginning; thence leaving centerline and along a new staked line South 88 degrees 30 minutes East 703 feet to Chrisman's west line; thence along his west line North 2 degrees 25 minutes East 232.8 feet to an iron post; thence along another new staked line North 86 degrees 45 minutes West 651.5 feet and South 83 degrees 10 minutes West 28.2 feet to the centerline of Carlisle Lane; thence along said centerline South 8 degrees 45 minutes West 247 feet to the point of beginning and contains 3.86 acres more or less.

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 RECOMMENDED *DISAPPROVAL*: 09/24/2015

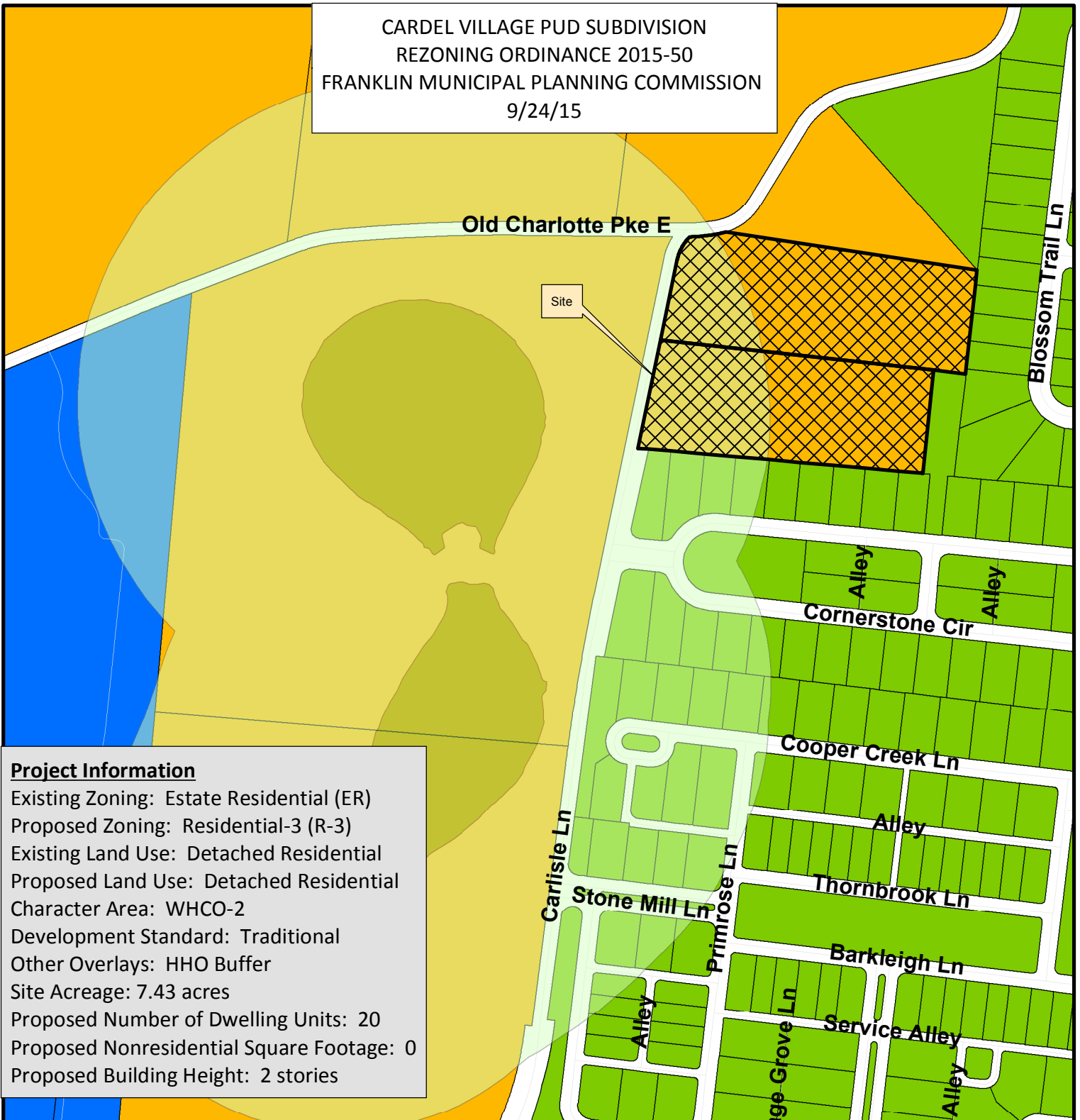
PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

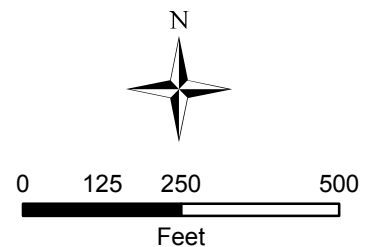
CARDEL VILLAGE PUD SUBDIVISION
REZONING ORDINANCE 2015-50
FRANKLIN MUNICIPAL PLANNING COMMISSION
9/24/15



Project Information

Existing Zoning: Estate Residential (ER)
Proposed Zoning: Residential-3 (R-3)
Existing Land Use: Detached Residential
Proposed Land Use: Detached Residential
Character Area: WHCO-2
Development Standard: Traditional
Other Overlays: HHO Buffer
Site Acreage: 7.43 acres
Proposed Number of Dwelling Units: 20
Proposed Nonresidential Square Footage: 0
Proposed Building Height: 2 stories

Cardel Village PUD Subdivision	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



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. All data and materials (c) copyright 2015. All rights reserved.

REZONING REQUEST

CARDEL VILLAGE PUD SUBDIVISION

COF # 5915
MAP 064, PARCEL 16.00
MAP 064, PARCEL 17.00
FRANKLIN, TENNESSEE
CIVIL DISTRICT 5

SHEET INDEX

- C 0.0 COVER SHEET
- C 1.0 OVERALL EXISTING CONDITIONS
- C 2.0 EXISTING CONDITIONS



OWNER PARCEL 16.00 & 17.00

MELZ COMMERCIAL PROP LLC
JOE MELZ
1025 CARLISLE LN
FRANKLIN, TN 37064

DEVELOPER

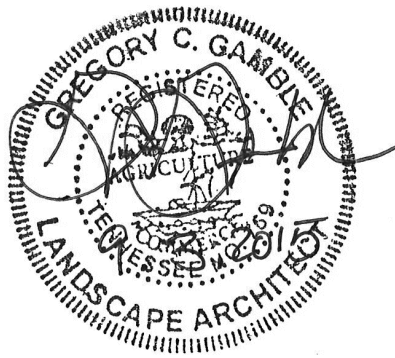
DEER CREEK HOMES, INC.
P.O. BOX 681148
FRANKLIN, TN 37068
(615) 794-6912 joe@homesbydeer creek.com

ENGINEER

CIVIL SITE DESIGN GROUP
630 SOUTHGATE AVE, SUITE A
NASHVILLE TN 37203
SEAN DECOSTER 615.248.9999
EMAIL ADDRESS: seand@civil-site.com



NOTE: AERIAL PHOTO, PARCEL LINES AND TOPOGRAPHIC INFORMATION
PROVIDED BY CITY OF FRANKLIN G.I.S.



LANDSCAPE ARCHITECT/PLANNER

GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY SUITE 200
FRANKLIN TN 37064
GREG GAMBLE, RLA (615) 975-5765
EMAIL ADDRESS: greggamble209@gmail.com



REZONING REQUEST

CARDEL VILLAGE PUD SUBDIVISION

COF # 5915
FRANKLIN, TENNESSEE

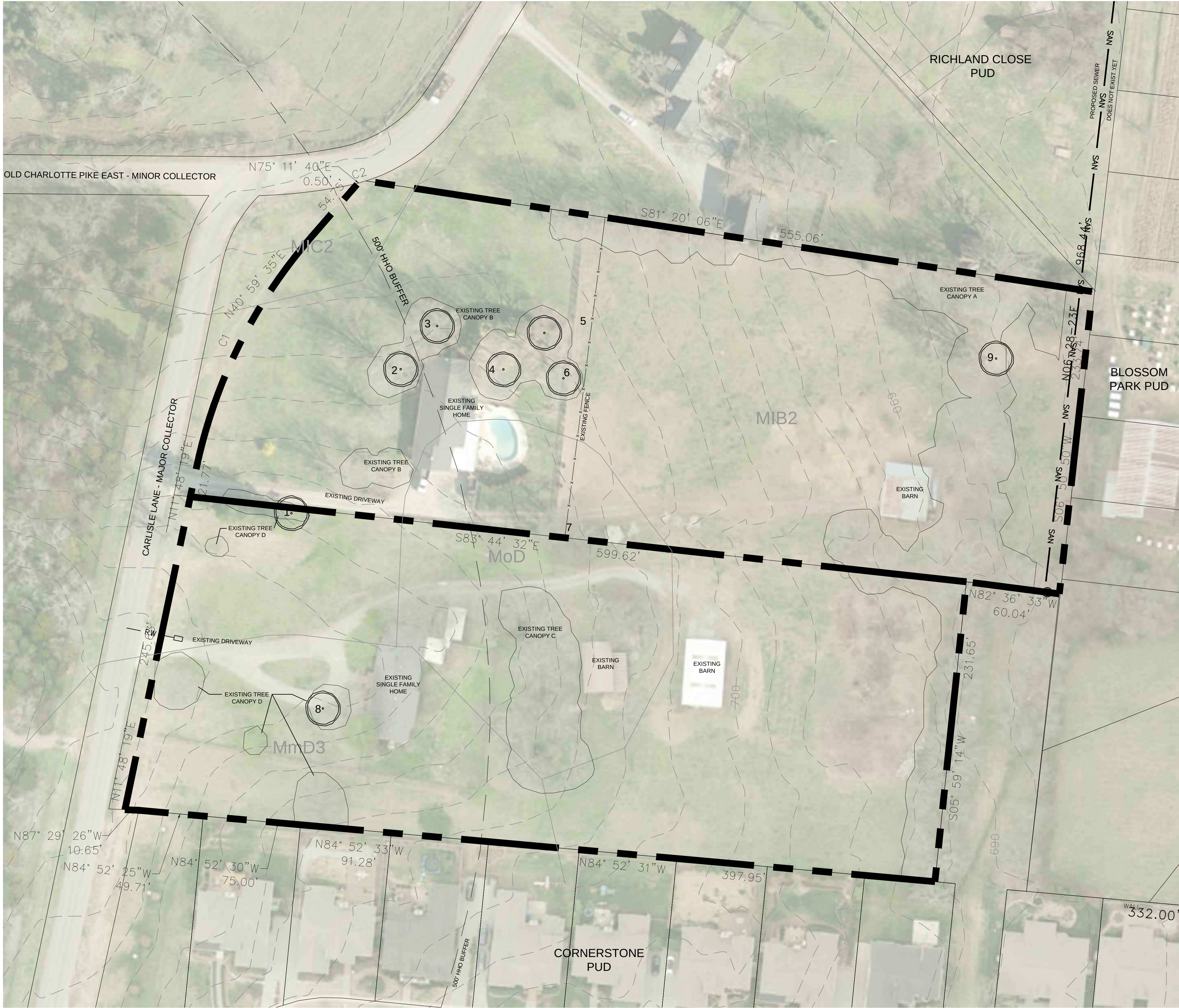
SITE DATA:

PROJECT NAME:	CARDEL VILLAGE
PROJECT NUMBER:	5915
SUBDIVISION:	NA
LOT NUMBER:	NA
ADDRESS:	1034 & 1040 CARLISLE LANE
CITY:	FRANKLIN, TN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	14TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	MAP 64, PARCELS 16.00, 17.00
EXISTING ZONING:	ESTATE RESIDENTIAL (ER)
PROPOSED ZONING:	R-3 2.89 D/UA
CHARACTER AREA OVERLAY:	WHCO-2
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
TOTAL ACREAGE:	6.92 AC
TOTAL SQUARE FOOTAGE:	301,423 SF
MINIMUM REQUIRED SETBACKS:	
FRONT YARD:	15'
REAR YARD:	20'
SIDE YARD:	5'
OWNER/APPLICANT:	MELZ COMMERCIAL PROP LLC
ADDRESS:	1025 CARLISLE LANE
	FRANKLIN, TN 37064
CONTACT:	JOE MELZ
	(615) 794-6912 joe@homesbydeer creek.com
PLANNER/LANDSCAPE ARCHITECT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	144 SOUTHEAST PARKWAY
	SUITE 200
	FRANKLIN, TN 37064
OFFICE PHONE:	615.975.5765
EMAIL ADDRESS:	greggamble209@gmail.com
CONTACT:	GREG GAMBLE

INITIAL SUBMITTAL
RESUBMITTAL
REVISION
REVISION

AUGUST 10, 2015
SEPT. 3, 2015
-
-





SITE ACREAGE
PROPOSED PROPERTY LINE: 6.92 AC
(BASED ON COF APPROVED ROAD ALIGNMENT)

NOTES:
1. THERE ARE NO EXISTING SLOPES GREATER THAN 14%.
2. THERE ARE NO FLOODPLAINS EXISTING ON THE SITE.
3. AERIAL PHOTO, PARCEL LINES AND TOPOGRAPHIC INFORMATION PROVIDED BY CITY OF FRANKLIN G.I.S.
4. SITE BOUNDARY CALLS PROVIDED BY CIVIL SITE DESIGN.
5. NO THIRD PARTY MINERAL RIGHTS ARE ASSOCIATED WITH THIS PROPERTY.

EXISTING TREE CANOPY

TREE AREA	EXISTING
TREE A	33,707.2 SF
TREE B	13,642.4 SF
TREE C	17,738.5 SF
TREE D	6,927.8 SF
TOTAL SF	72,015.9 SF

TREE CANOPY DATA
EXISTING TREE CANOPY: 72,015.9 SF
72,015.9 SF/301,423 SF = .239 (23.9%) OF TOTAL SITE



SPECIMEN TREES

NUMBER	TYPE	SIZE	HEALTH	STATUS
1	PINE	26	GOOD	RETAINED
2	MAPLE	24	GOOD	RETAINED
3	OAK	34	GOOD	RETAINED
4	OAK	30	GOOD	RETAINED
5	OAK	36	GOOD	RETAINED
6	OAK	28	GOOD	RETAINED
7	MAPLE	24	GOOD	RETAINED
8	OAK	34	GOOD	RETAINED
9	MAPLE	32	GOOD	RETAINED

SOIL TYPES
MIC2 Mimosa Silt Loam, 5 to 12% Slopes, Eroded
MoD Mimosa and Ashwood Very Rocky Soils, 5 to 20% Slopes
MIB2 Mimosa Silt Loam, 2 to 5% Slopes, Eroded
MmD3 Mimosa Silty Clay, 10 to 20% Slopes, Severely Eroded



SITE DATA:

PROJECT NAME: CARDEL VILLAGE
PROJECT NUMBER: 5915
SUBDIVISION: NA
LOT NUMBER: NA
ADDRESS: 1034 & 1040 CARLISLE LANE
CITY: FRANKLIN, TN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 14TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS: MAP 64, PARCELS 16.00, 17.00

EXISTING ZONING: ESTATE RESIDENTIAL (ER)
PROPOSED ZONING: R-3 2.89 DUA
CHARACTER AREA OVERLAY: WHCO-2
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
TOTAL ACREAGE: 6.92 AC
TOTAL SQUARE FOOTAGE: 301,423 SF
MINIMUM REQUIRED SETBACKS:
FRONT YARD: 15'
REAR YARD: 20'
SIDE YARD: 5'

OWNER/APPLICANT:
ADDRESS: MELZ COMMERCIAL PROP LLC
1025 CARLISLE LANE
FRANKLIN, TN 37064
CONTACT: JOE MELZ
(615) 794-6912 joe@homesbydecreek.com

PLANNER/LANDSCAPE ARCHITECT:
ADDRESS: GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TN 37064
OFFICE PHONE: 615.975.5765
EMAIL ADDRESS: greggambledesign@gmail.com
CONTACT: GREG GAMBLE

PROJECT CHARACTERISTICS
BUILDING SQUARE FOOTAGE: N/A
BUILDING HEIGHT: 2 STORY
MINIMUM LANDSCAPE RATIO: 0.40
TRANSITIONAL FEATURES BUFFER REQUIRED: YES
TYPE C BUFFER TO NORTH

MINIMUM PARKING REQUIRED: 2 SPACES PER HOME
MAXIMUM PARKING LIMIT: N/A
EXISTING PARKING: N/A
PARKING PROVIDED: SINGLE FAMILY DETACHED
2 PER UNIT
2.89 DUA (20 LOTS)
1.65 AC
0.83 AC

RESIDENTIAL DENSITY: 2.89 DUA (20 LOTS)
EXISTING TREE CANOPY: 1.65 AC
PRESERVED TREE CANOPY: 0.83 AC

PARKLAND: 20 HOMES * 1200 SF = 24,000 SF (0.55 AC)
TO BE PAID FEE-IN-LIEU: 1.89 AC PROVIDED (27.25%)

OPEN SPACE:
TOTAL REQUIRED: 1.04 AC (15% OF ACREAGE)
TOTAL PROVIDED: 1.75 AC (25.30%)
FORMAL: .36 AC (35.0% OF REQUIRED)
REQUIRED: .34 AC (33%)
PROVIDED: .36 AC (35.0%)
INFORMAL PROVIDED: 1.39 AC

STATEMENT OF IMPACTS
WATER
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. THE WATER MAIN WILL BE SERVED FROM A MAIN IN CARLISLE LANE.
20 x 350 GPD = 7,000 GPD

SEWER
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN THROUGH ADJACENT PROPERTIES TO CONNECT TO THE SEWER MAIN WITHIN BLOSSOM PARK. SANITARY SEWER SERVICE FOR THIS PROJECT IS TO BE PROVIDED THROUGH THE WEST BASIN INTERCEPTOR, PER THE COF-WATER AND SANITARY SEWER AVAILABILITY APPROVAL DATED JULY 16, 2015.

DRAINAGE FACILITIES
THE PROPERTY WILL BE DRAINED TO THE EAST TO DETENTION FACILITIES. THE DETENTION PONDS WILL DRAIN TO DEL RIO CREEK TO THE EAST OF THE SITE.

POLICE AND FIRE DEPT
FRANKLIN FIRE DEPT STATION #1 - 2.1 MILES DRIVING DISTANCE
COLUMBIA AVE POLICE STATION - 2.7 MILES DRIVING DISTANCE

RECREATION FACILITIES
JIM WARREN PARK - 1.1 MILES DRIVING DISTANCE

PROJECTED STUDENT POPULATION
THE STUDENT POPULATION IS PROJECTED AT A RATE OF .64 STUDENTS PER HOME: 20 x .64 = 12.8 STUDENTS
WALNUT GROVE ELEMENTARY SCHOOL 3.4 MILES
GRASSLAND MIDDLE SCHOOL 6.1 MILES
FRANKLIN HIGH SCHOOL 2.5 MILES

REFUSE COLLECTION
REFUSE COLLECTION SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE.

RESTRICTIVE COVENANTS
A HOME OWNER'S ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY OF RESIDENTS. THE HOME OWNER'S ASSOCIATION WILL REGULATE ARCHITECTURAL STANDARDS AND THE MAINTENANCE OF THE COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE AND RECREATIONAL AREAS.

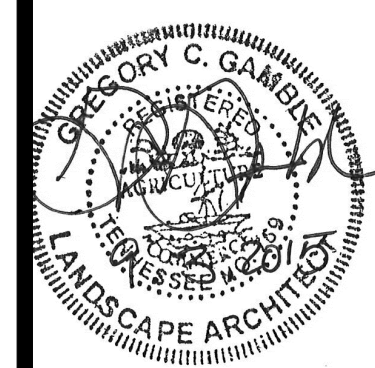
MINERAL RIGHTS
NO THIRD PARTY MINERAL RIGHTS ARE ASSOCIATED WITH THIS PROPERTY.

Revisions:
1. 9.3.2015

Drawing Notes:

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
Date: AUGUST 10, 2015

**CARDEL VILLAGE PUD SUBDIVISION
REZONING REQUEST**
Parcels 16.00, 17.00 on Map 64
Franklin, Williamson County, Tennessee



GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggambledesign@gmail.com
615.975.5765

**EXISTING
CONDITIONS**

C 2.0

COF 5915

RESOLUTION 2015-79

A Resolution Approving a Development Plan for the Cardel Village PUD Subdivision, Located at 1034 and 1040 Carlisle 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 12th day of January, 2016:

1. That the legal description of the property is as follows:

Map--Parcel	Acres
064--- 16.00	3.86
064--- 17.00	3.57
TOTAL	7.43

Tract One: Being a tract of land lying within the Fifth Civil District of Williamson County, Tennessee, and bounded in general by Short Road on the west, by _____ on the north, by James McGee on the east and south, and more fully described as follows:

Beginning at a point in the center of Carlisle Lane (Short Road), said point is 471.85' from the interior corner of Walter Carlisle's property, and said point is the southwest corner of herein described property; thence, with the center line of said road N 8 deg. 45' E, 257.12' to a point; thence leaving said road S 85 deg. 59' 15" E, 20.93', to an iron pin and continuing on same line for a total distance of 348.96' to an iron pin in an old fence; thence, with McGee's line S 8 deg. 45' W, 243.79', to an iron pin; thence, N 88 deg. 09' 40" W, 335.31' to an iron pin, and continuing on same line 350.31' to the point of beginning and containing 2.0 acres, more or less.

Being the same property conveyed to Edward S. Wilson, II, et ux., by deed of record in Book 405, Page 996, Register's Office of Williamson County, Tennessee.

Tract Two: Said tract lies wholly within the Fifth Civil District, Williamson County, Tennessee, and is bound in the general on the north by Herbert Jones, on the South and East by Jimmy McGee, on the West by Edith McGee.

Beginning at the southwest corner of said tract Edith McGee's southeast corner, thence with Edith McGee's east line N. 8 deg. 45' E 243.79 ft. to a iron pin in Herbert Jones's south line S. 85 deg. 59' 15" E. 274.88 ft. to a iron pin, thence with Jimmy McGee N. 88 deg. 09' 40" W. 298.92 ft. to the point of beginning, containing 1.57 acres, more or less.

And

A tract of land lying wholly within the Fifth Civil District, Williamson County, Tennessee, and bound in general by McLemore on the north, Chrisman on the east, McLemore on the south, and Carlisle Lane on the west;

Commencing in the center of Carlisle Lane at an interior corner of Walter Carlisle; thence along said centerline North 8 degrees 45 minutes East 726.8 feet to the point of beginning; thence leaving centerline and along a new staked line South 88 degrees 30 minutes East 703 feet to Chrisman's west line; thence along his west line North 2 degrees 25 minutes East 232.8 feet to an iron post; thence along another new staked line North 86 degrees 45 minutes West 651.5 feet and South 83 degrees 10 minutes West 28.2 feet to the centerline of Carlisle Lane; thence along said centerline South 8 degrees 45 minutes West 247 feet to the point of beginning and contains 3.86 acres more or less.

2. That the overall entitlements for the Cardel Village PUD Subdivision are as follows:

Entitlements	Cardel Village PUD Subdivision
Base Zone	Residential 3 (R-3)
Character Area Overlay	West Harpeth Character Area Special Area #2
Other Zoning Overlays	Hillside Protection Overlay Buffer
Number of Dwelling Units	
Number of Nonresidential Square Footage	N/A
Connectivity Index	N/A
Development Standard	Conventional
Open Space Requirements	Formal: .36 acre Informal: 1.16 acres Total: 1.52 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.

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: _____

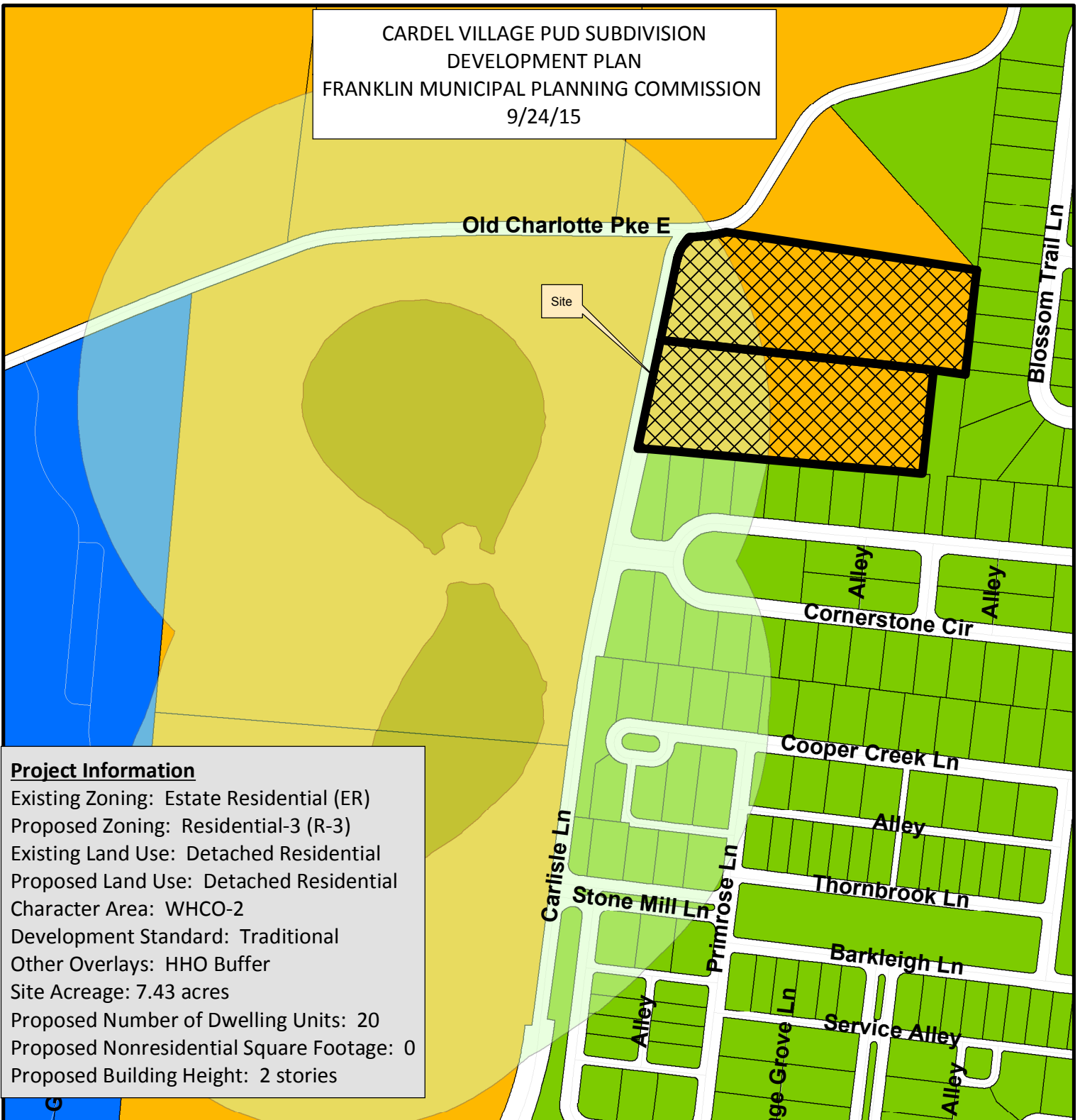
**DR. KEN MOORE
MAYOR**

PLANNING COMMISSION RECOMMENDED DIS-APPROVAL: 09-24-2015

BOMA APPROVAL:

01-12-2016

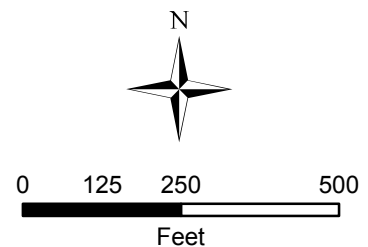
CARDEL VILLAGE PUD SUBDIVISION
DEVELOPMENT PLAN
FRANKLIN MUNICIPAL PLANNING COMMISSION
9/24/15



Project Information

Existing Zoning: Estate Residential (ER)
Proposed Zoning: Residential-3 (R-3)
Existing Land Use: Detached Residential
Proposed Land Use: Detached Residential
Character Area: WHCO-2
Development Standard: Traditional
Other Overlays: HHO Buffer
Site Acreage: 7.43 acres
Proposed Number of Dwelling Units: 20
Proposed Nonresidential Square Footage: 0
Proposed Building Height: 2 stories

- | | |
|--|---------------------------------------|
| Cardel Village PUD Subdivision | 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 |



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. All data and materials (c) copyright 2015. All rights reserved.

CONDITIONS OF APPROVAL:

Engineering - 2015 PUD Checklist

Development Plan Submittal 8.10.2015.pdf

1. C1.0 - Overall Existing Conditions Plan

- Comment was not addressed. Applicant shall include a Stormwater Narrative recounting how stormwater is currently handled prior to exiting the site, prior to the proposed development, soil types, vegetation, flowtype, etc on the Overall Existing Conditions Plan.

2. C1.0 - Overall Existing Conditions Plan

- Applicant did not address the comment: Applicant shall include the standard Grading & Drainage Data Chart (available on Engineering's Development Services Webpage) on the existing conditions plan for undeveloped stormwater conditions.

3. C1.0 - Overall Existing Conditions Plan

- Applicant did not address the comment:

Applicant shall add more labels to contours. Add flow arrows to show direction of flow on existing conditions plan.

4. C1.0 - Overall Existing Conditions Plan

- Applicant did not address the comment: Applicant shall clearly delineate existing drainage basins with flow arrows, outfall locations with ID & elevation. Applicant shall include standard drainage data chart for each outfall on existing conditions plan.

5. C3.0 - Overall Grading & Drainage Plan

- Applicant did not address the comment:

Applicant shall provide notes and/or linework to reflect the Sec. 23-106(2)(e) Stormwater Design Requirements of the Municipal Code.

This requires all stormwater infrastructure to convey the 10-year storm, pass the 50-year storm, and have an emergency bypass of 100-year design storm.

All new development shall be designed and graded in such a way as to forbid stormwater from discharging onto adjacent property where not supported by adequate public infrastructure, easements and right-of-way.

All new development shall be designed and graded so that that a min. 10ft drainage easement and stormwater conveyance exists between each property.

All new development shall be designed to provide a minimum twenty (20) foot drainage easement on all stormwater infrastructure, including channels, serving more than two properties.

6. C3.0 - Overall Grading & Drainage Plan

- Applicant did not address the comment: Applicant shall include a Stormwater Narrative recounting how stormwater shall be treated and detained prior to exiting the site on the Overall Grading & Drainage Plan. The stormwater management plan is not required with the new checklist.

7. C3.0 - Overall Grading & Drainage Plan

- Applicant did not address the comment: Applicant shall include an Impact Statement describing the impact on the surround drainage facilities.

8. C3.0 - Overall Grading & Drainage Plan

- Applicant did not address the comment: Applicant shall clearly delineate proposed drainage basins with flow arrows, outfall locations with [corresponding] ID & Elevation. Proposed Grading & Drainage Chart shall be completed for each drainage basin.

9. C3.0 - Overall Grading & Drainage Plan

- Applicant did not address the comment: Applicant shall combine grading and drainage sheet and Stormwater management plan. This sheet should be labeled Overall Grading Plan. The stormwater management plan has basically been replaced with the

Final EPSC sheet in the site plan submittal stage. See new site plan and PUD checklists.

Engineering - PUD Plan Checklist

General Comments

10. F. Development Plan

- Applicant shall remove sidewalk shown across the alley on sheets C5.00, C6.00 and C7.00. (appears to be a drafting error?)

11. I. Utility Plan

• The previous comment "Applicant shall provide a statement describing the anticipated impact on sewer facilities. Applicant must determine if the existing capacity of the sewer system is sufficient for the additional proposed demand." was placed on the rezoning plan and was not addressed. It must be determined if the existing sewer system has the capacity to handle any additional flow into the system.

General Comments

12. H. Stormwater Management Plan

- The previous comment "All stormwater runoff from impervious areas must be treated for water quality and must be provided an area for infiltration and detention. Provide access for maintenance of the stormwater quality and detention features located outside of the landscape buffers and tree preservation areas." was not completely addressed. The access to the bioretention area must be outside of the landscape buffer. The stormwater flow from the site must not be any more concentrated than it was prior to the development where it leaves the site. Any stormwater runoff flow that is to be concentrated crossing the project boundary must be provided a drainage easement across the downstream properties.

13. F. Development Plan

- Engineering is recommending disapproval of the Rezoning associated with this Subdivision (COF #5915) until off-site roadway infrastructure has been adequately addressed by either The City or the applicant.

However, if the Rezoning is approved, the applicant shall be required to upgrade Carlisle Lane along the frontage of the development to include ROW dedication, curb and gutter, sidewalk, and 4' shoulder for future bike lane along the frontage of the development. In addition the applicant shall work with Engineering to address the alignment issues on Carlisle Lane per the approved alignment.

Parks

General Comments

14. Fees In Lieu

- Parks-Parkland fees shall be paid at the final plat. The plat can not be recorded unless they are paid. A recent certified appraisal shall be submitted to the Parks/Finance Departments along with a request statement for fees. Please contact Kevin Lindsey at the Parks Department for more information as needed. 615-794-2103 ext 6948 or Email at KevinL@franklintn.gov.

Planning

General Comments

15. Disapproval

- Staff Report will recommend disapproval of the Rezoning and Development Plan associated with this Subdivision (COF #5915) until off-site roadway infrastructure has been adequately addressed by either The City or the applicant.



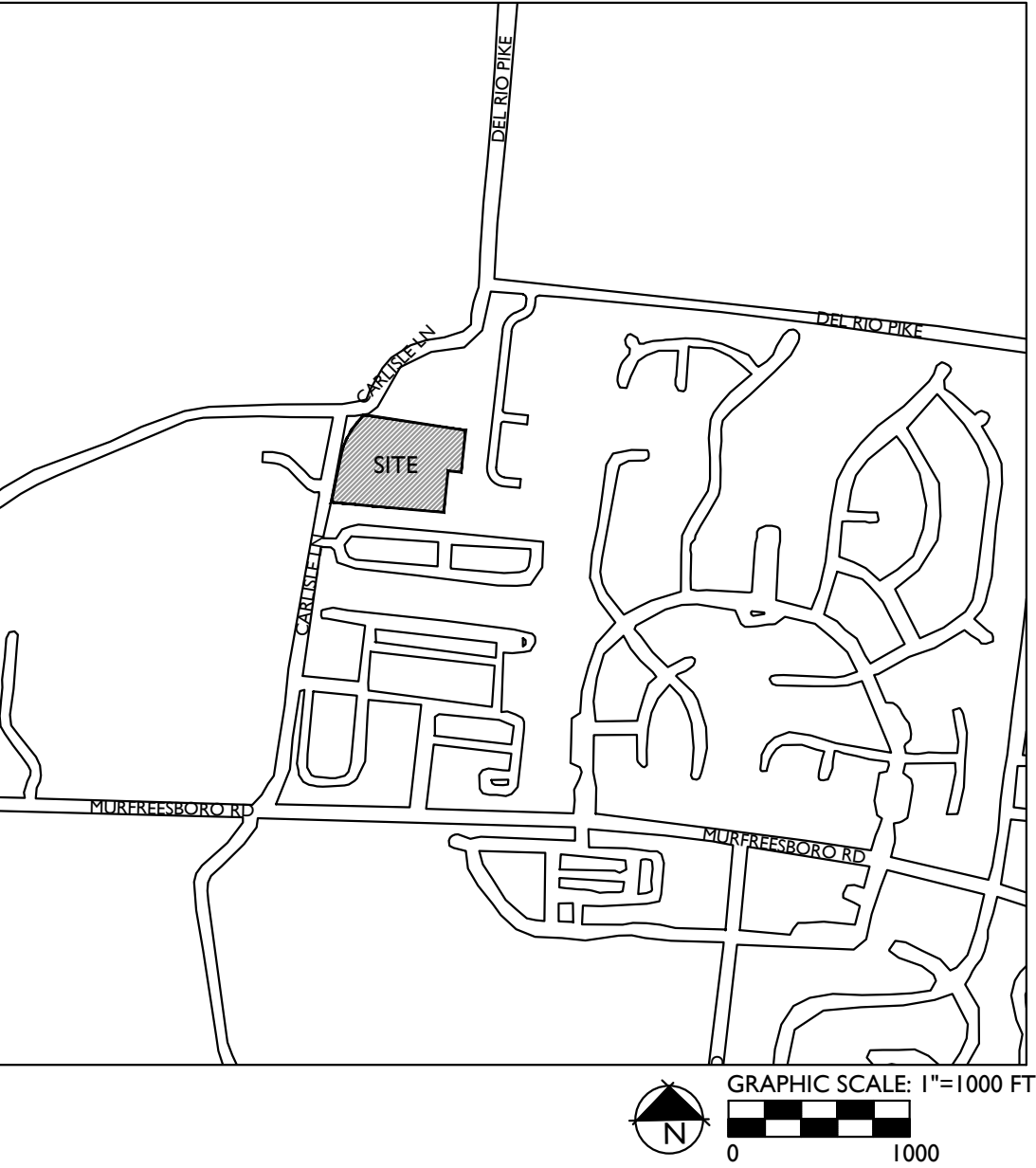
TYPICAL HOME ELEVATION

1. HOME STYLE WITH SIDE YARD DRIVEWAYS TO A GARAGE LOCATED AT THE REAR OF THE LOT, OR WITH A GARAGE THAT IS ACCESSED FROM AN ALLEY.
2. ONE TO TWO STORIES IN HEIGHT.
3. MATERIALS INCLUDE BRICK, SIMULATED STONE, CEMENTATIOUS SIDING, AND ARCHITECTURAL SHINGLES.
4. THESE ELEVATIONS HAVE BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF FRANKLIN'S ARCHITECTURAL DESIGN STANDARDS AND THE APPROVAL OF THE PLANNING COMMISSION/CITY OF FRANKLIN. CHANGES SHALL NOT BE MADE TO THE APPROVED ELEVATIONS UNLESS APPROVED BY EITHER THE CODES DIRECTOR OR THE PLANNING COMMISSION.
5. ELEVATIONS SHOWN ARE TYPICAL FOR THIS DEVELOPMENT. FINAL DESIGN PLANS SHALL BE SUBMITTED WITH THE REQUEST FOR BUILDING PERMITS AND SHALL INDICATE COMPLIANCE WITH THE CITY OF FRANKLIN'S ARCHITECTURAL DESIGN STANDARDS; SPECIFICALLY THE REQUIREMENT FOR EXPOSED FOUNDATIONS OR WATER TABLES/ELEVATED FINISHED FLOORS AND GARAGE DOOR SEPARATION/MAXIMUM WIDTHS.
6. BUILDINGS WITH SIDE ELEVATIONS FACING A PUBLIC RIGHT-OF-WAY SHALL HAVE WINDOWS AND ARCHITECTURAL FEATURES SIMILAR TO THE FRONT ELEVATION.
7. SINGLE FAMILY HOME SQUARE FOOTAGE RANGE: 2400 SF TO 4000 SF
8. THE FINISHED FLOOR ELEVATION OF THE FRONT FACADE TO BE A MINIMUM OF 18 INCHES ABOVE THE FINISHED GRADE.



The home elevations shown here are representative of the homes planned for Cardel Village. They are the basis for design review by the City of Franklin at the time of Site Plan Submittal. Based on my professional experience, the plans presented meet or exceed the design standards set forth by the City of Franklin.

Greg Gamble, Registered Landscape Architect.

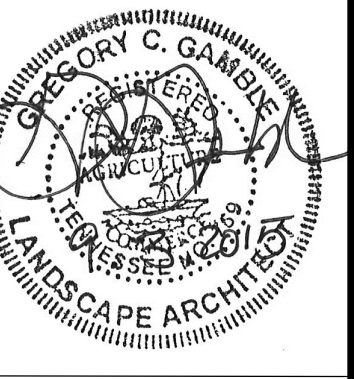


Revisions:
SEPTEMBER 3, 2015

Drawing Notes:

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
Date: AUGUST 10, 2015

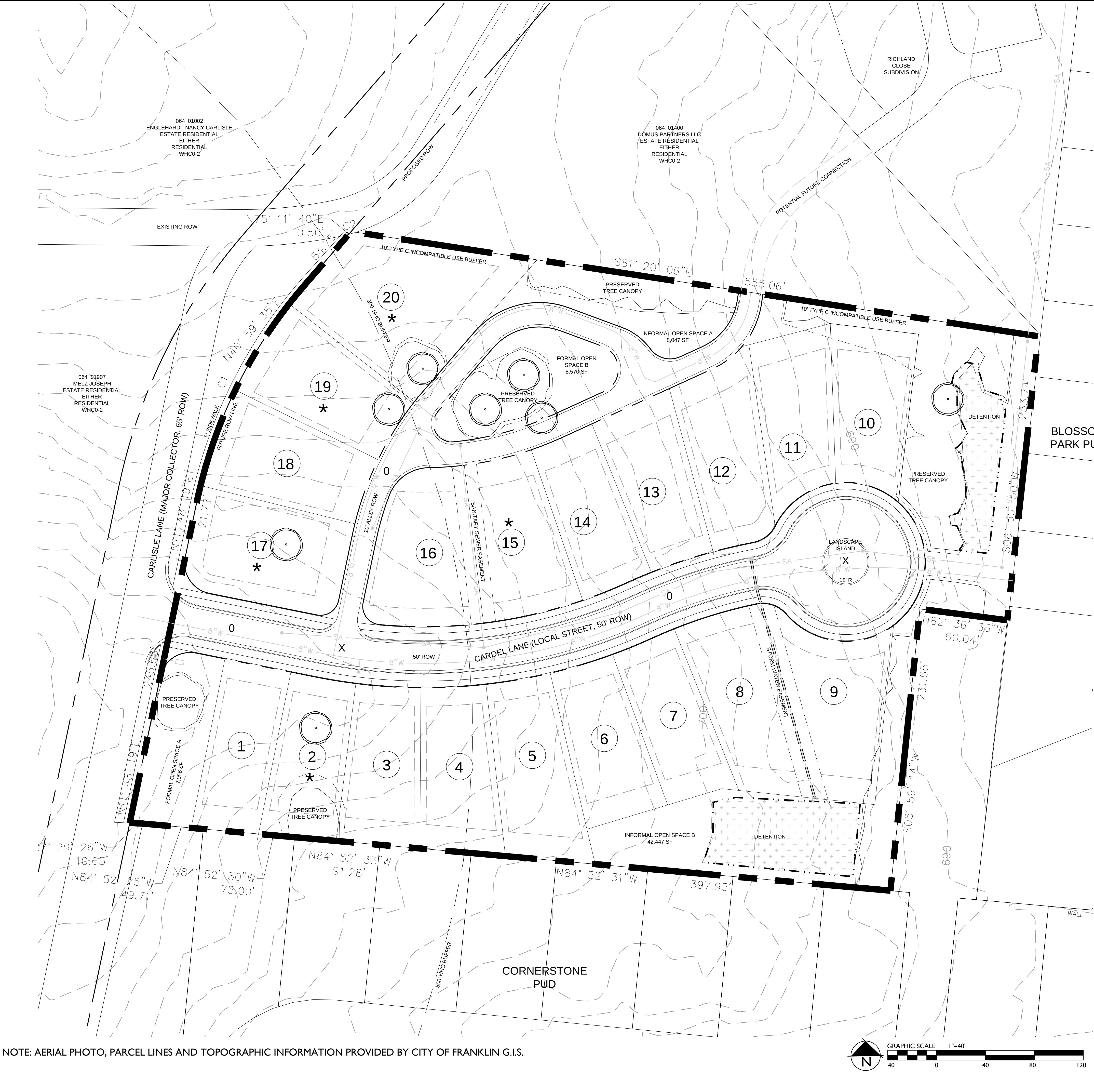
CARDEL VILLAGE PUD SUBDIVISION
DEVELOPMENT PLAN
Parcels 16.00, 17.00 on Map 64
Franklin, Williamson County, Tennessee



GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggamble209@gmail.com
615.975.5765

TYPICAL
ARCHITECTURE

A 1.0



NOTE: AERIAL PHOTO, PARCEL LINES AND TOPOGRAPHIC INFORMATION PROVIDED BY CITY OF FRANKLIN G.I.S.

TREE CANOPY RETENTION

TREE AREA	EXISTING	REMOVED	RETAINED
TREE A	30,162 SF	9,791 SF	20,371 SF
TREE B	8,528 SF	3,558 SF	4,970 SF
TREE C	8,287 SF	8,287 SF	0 SF
TREE D	5,166 SF	2,311 SF	2,855 SF
TOTAL SF	52,143 SF	23,947 SF	28,196 SF
TREE CANOPY DATA			
EXISTING TREE CANOPY: 52,143 SF			
52,143 SF/301,423 SF = .173 (17.3%) OF TOTAL SITE			
REQUIRED CANOPY PRESERVATION = 54% OF TOTAL CANOPY			
52,143 SF * 54% = 28,157 SF			
PROVIDED CANOPY PRESERVED = 28,196 SF (54%) OF TOTAL EXISTING CANOPY			



BLOSSOM PARK PUD

HYDRANT FIRE FLOW
HETHCOAT AND DAVIS, INC.
HYDRANT LOCATED AT THE INTERSECTION OF CARLISLE LANE AND OLD CHARLOTTE PIKE.
FLOW: 2,771 PSI AT 20 GPM
STATIC PRESSURE: 59 PSI
RESIDUAL PRESSURE: 55 PSI

CONNECTIVITY INDEX

0 LINKS	3
X NODES	2

INDEX = 1.5

DUE TO EXISTING CONDITIONS OF THIS PROPERTY, AND ADJACENT EXISTING SUBDIVISION, OFF-SITE CONNECTIONS ARE NOT POSSIBLE, AND ARE NOT PROVIDED WITH THIS PUD. A SPECIAL EXCEPTION IS REQUESTED FROM THE ENGINEERING DEPARTMENT FOR OFF SITE CONNECTIONS.

CRITICAL TREE LOTS
LOTS 2, 17, 18, AND 20 ARE CRITICAL TREE LOTS.

★ CRITICAL TREE LOT

LAND USE PLAN COMPLIANCE

CARDEL VILLAGE IS LOCATED IN THE WEST HARPETH CHARACTER AREA. THE DESIGN STANDARDS PERMIT EITHER TRADITIONAL OF CONVENTIONAL DEVELOPMENT FORMS. SINGLE FAMILY DETACHED HOMES ARE PERMITTED WITHIN THIS CHARACTER AREA AT DENSITIES SIMILAR TO THE THE EXISTING DEVELOPED SUBDIVISIONS.

CHARACTER AREA OVERLAY: WHCO-2
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL

- THE EXISTING USES WITHIN THE WEST HARPETH CHARACTER AREA 2 ARE PREDOMINANTLY SINGLE FAMILY DETACHED HOMES. THE PROPOSED PLAN PROVIDES SINGLE FAMILY HOME LOTS.
- THE PROPOSED DEVELOPMENT PLAN FACES FUTURE HOMES TOWARD CARLISLE LANE, FRONTING THE STREET, WITH ALLEY ACCESS ALONG THE REAR OF THE LOT.
- THE PROPOSED DEVELOPMENT WILL BE ACCESSED FROM CARLISLE LANE.

LOCAL COMPATIBILITY

CARDEL VILLAGE IS LOCATED IN THE WHCO-2 CHARACTER AREA. THE DESIGN STANDARDS PERMIT EITHER TRADITIONAL OF CONVENTIONAL DEVELOPMENT FORMS. SINGLE FAMILY DETACHED HOMES ARE PERMITTED WITHIN THIS CHARACTER AREA AT DENSITIES SIMILAR TO THE THE EXISTING DEVELOPED SUBDIVISIONS.

CARDEL VILLAGE IS A 20 LOT SINGLE FAMILY DETACHED RESIDENTIAL SUBDIVISION ACCESSED FROM CARLISLE LANE. THE PROPOSED RESIDENTIAL LOTS ARE CONSISTENT WITH THE LOTS OF BLOSSOM PARK TO THE EAST, AND CORNERSTONE TO THE SOUTH. OPEN SPACE AND A TRANSITIONAL FEATURES BUFFER HAS BEEN PLACED ON THE NORTHERN BOUNDARY OF THE SUBDIVISION ADJACENT TO THE NEIGHBORING ESTATE RESIDENTIAL PROPERTY.

THE PROPOSED PLAN INCORPORATES THE FUTURE RIGHT-OF-WAY OF CARLISLE LANE PER THE MAJOR THOROUGHFARE PLAN. RIGHT-OF-WAY WILL BE DEDICATED TO THE CITY OF FRANKLIN FOR THESE FUTURE IMPROVEMENTS. AN ALLEY IS PROPOSED BEHIND LOTS 17 TO 20 SO THAT THESE HOMES MAY FRONT ONTO CARLISLE LANE AND SO THAT IN THE FUTURE THE ALLEY MAY BE EXTENDED TO THE NORTH PARALLEL TO CARLISLE LANE.

PHASING

THE DEVELOPMENT WILL BE CONSTRUCTED AS A SINGLE PHASE.

HILLSIDE PROTECTION OVERLAY BUFFER
LOTS 1, 2, 3, 4, 16, 17, 18, 19, AND 20 ARE LOCATED WITHIN THE BUFFER YARD. NO 14 PERCENT SLOPES ARE PRESENT ON THESE LOTS.



SITE DATA:

PROJECT NAME:	CARDEL VILLAGE
PROJECT NUMBER:	5916
SUBDIVISION:	NA
LOT NUMBER:	NA
ADDRESS:	1034 & 1040 CARLISLE LANE
CITY:	FRANKLIN, TN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	14TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	MAP 64, PARCELS 16.00, 17.00
EXISTING ZONING:	ESTATE RESIDENTIAL (ER)
PROPOSED ZONING:	R-3.289 DU/A
CHARACTER AREA OVERLAY:	WHCO-2
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
TOTAL ACREAGE:	7.16 AC (312,165.8 SF)
TOTAL DEDICATED ROW (CARLISLE LANE):	0.24 AC (10,742.8 SF)
TOTAL PUD ACREAGE:	6.919 AC
TOTAL SQUARE FOOTAGE:	301,423 SF
MINIMUM REQUIRED SETBACKS:	
FRONT YARD:	15'
REAR YARD:	20'
SIDE YARD:	5'
OWNER/APPLICANT:	MELZ COMMERCIAL PROP LLC
ADDRESS:	1025 CARLISLE LANE
CONTACT:	FRANKLIN, TN 37064 JOE MELZ (615) 794-6912 joe@homesbydeercreek.com
PLANNER/LANDSCAPE ARCHITECT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	144 SOUTHEAST PARKWAY
CONTACT:	SUITE 200 FRANKLIN, TN 37064 615.975.5765 gregg@melzcorp@gmail.com GREG GAMBLE
OFFICE PHONE:	
EMAIL ADDRESS:	
PROJECT CHARACTERISTICS	
BUILDING SQUARE FOOTAGE:	N/A
BUILDING HEIGHT:	2 STORY
MINIMUM LANDSCAPE RATIO:	0.4%
TRANSITIONAL FEATURES BUFFER REQUIRED:	YES
TYPE C BUFFER TO NORTH	
MINIMUM PARKING REQUIRED:	2 SPACES PER HOME
MAXIMUM PARKING LIMIT:	N/A
EXISTING PARKING:	N/A
PARKING PROVIDED:	SINGLE FAMILY DETACHED
RESIDENTIAL DENSITY:	2 PER UNIT
EXISTING TREE CANOPY:	2.90 DU/A (20 LOTS)
PRESERVED TREE CANOPY:	1.20 AC
PARKLAND	
20 HOMES * 1200 SF = 24,000 SF (0.55 AC)	TO BE PAID FEE-IN-LIEU
OPEN SPACE:	
TOTAL REQUIRED:	1.52 AC PROVIDED (27.25%)
TOTAL PROVIDED:	1.04 AC (15% OF ACREAGE)
FORMAL:	1.52 AC (21.97%)
INFORMAL PROVIDED:	
FORMAL:	0.36 AC (35.0% OF REQUIRED)
REQUIRED: 0.34 AC (33%)	
PROVIDED: 0.36 AC (35.0%)	
1.16 AC	

STATEMENT OF IMPACTS

THE STUDENT POPULATION IS PROJECTED AT A RATE OF .64 STUDENTS PER HOME. 20 x .64 = 12.8 STUDENTS

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20 x 350 GPD = 7,000 GPD

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COLUMBIA AVE POLICE STATION - 2.7 MILES DRIVING DISTANCE

RECREATION FACILITIES
JIM WARREN PARK - 1.1 MILES DRIVING DISTANCE

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REFUSE COLLECTION SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE.

RESTRICTIVE COVENANTS
A HOME OWNER'S ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY OF RESIDENTS. THE HOME OWNER'S ASSOCIATION WILL REGULATE ARCHITECTURAL STANDARDS AND THE MAINTENANCE OF THE COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE AND RECREATIONAL AREAS.

MINERAL RIGHTS
NO THIRD PARTY MINERAL RIGHTS ARE ASSOCIATED WITH THIS PROPERTY.

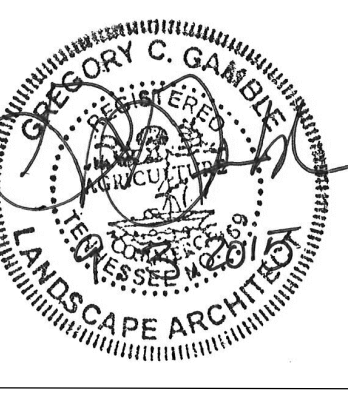
Revisions:
SEPTEMBER 3, 2015

Drawing Notes:



DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
Date: AUGUST 10, 2015

CARDEL VILLAGE
DEVELOPMENT PLAN
Parcels 16.00, 17.00 on Map 64
Franklin, Williamson County, Tennessee



GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
gregg@melzcorp@gmail.com
615.975.5765

DEVELOPMENT
PLAN

C 3.0

COF 5916

DEVELOPMENT PLAN

CARDEL VILLAGE PUD SUBDIVISION

COF # 5916
MAP 064, PARCEL 16.00
MAP 064, PARCEL 17.00
FRANKLIN, TENNESSEE
CIVIL DISTRICT 5

SHEET INDEX

- C 0.0 COVER SHEET
- C 1.0 OVERALL EXISTING CONDITIONS
- C 2.0 EXISTING CONDITIONS
- C 3.0 DEVELOPMENT PLAN
- C 4.0 TREE PRESERVATION
- C 5.0 OVERALL GRADING PLAN AND DRAINAGE
- C 6.0 STORMWATER MANAGEMENT
- C 7.0 OVERALL UTILITY PLAN
- A 1.0 TYPICAL ARCHITECTURE



OWNER PARCEL 16.00 & 17.00

MELZ COMMERCIAL PROP LLC
JOE MELZ
1025 CARLISLE LN
FRANKLIN, TN 37064

DEVELOPER

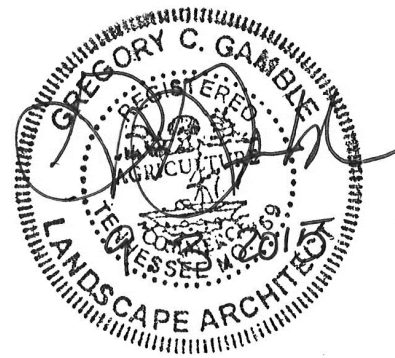
DEER CREEK HOMES, INC.
P.O. BOX 681148
FRANKLIN, TN 37068
(615) 794-6912 joe@homesbydeer creek.com

ENGINEER

CIVIL SITE DESIGN GROUP
630 SOUTHGATE AVE. SUITE A
NASHVILLE TN 37203
SEAN DECOSTER 615.248.9999
EMAIL ADDRESS: seand@civil-site.com



NOTE: AERIAL PHOTO, PARCEL LINES AND TOPOGRAPHIC INFORMATION
PROVIDED BY CITY OF FRANKLIN G.I.S.



LANDSCAPE ARCHITECT/PLANNER

GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY SUITE 200
FRANKLIN TN 37064
GREG GAMBLE, RLA (615) 975-5765
EMAIL ADDRESS: greggambler209@gmail.com



DEVELOPMENT PLAN

CARDEL VILLAGE PUD SUBDIVISION

COF # 5916
FRANKLIN, TENNESSEE

SITE DATA:

PROJECT NAME:	CARDEL VILLAGE
PROJECT NUMBER:	5916
SUBDIVISION:	NA
LOT NUMBER:	NA
ADDRESS:	1034 & 1040 CARLISLE LANE
CITY:	FRANKLIN, TN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	14TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	MAP 64, PARCELS 16.00, 17.00
EXISTING ZONING:	ESTATE RESIDENTIAL (ER)
PROPOSED ZONING:	R-3 2.89 DUA
CHARACTER AREA OVERLAY:	WHCO-2
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
TOTAL ACREAGE:	6.92 AC
TOTAL SQUARE FOOTAGE:	301,423 SF
MINIMUM REQUIRED SETBACKS:	
FRONT YARD:	15'
REAR YARD:	20'
SIDE YARD:	5'
OWNER/APPLICANT:	MELZ COMMERCIAL PROP LLC
ADDRESS:	1025 CARLISLE LANE
	FRANKLIN, TN 37064
CONTACT:	JOE MELZ
	(615) 794-6912 joe@homesbydeer creek.com
PLANNER/LANDSCAPE ARCHITECT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	144 SOUTHEAST PARKWAY
	SUITE 200
	FRANKLIN, TN 37064
OFFICE PHONE:	615.975.5765
EMAIL ADDRESS:	greggambler209@gmail.com
CONTACT:	GREG GAMBLE

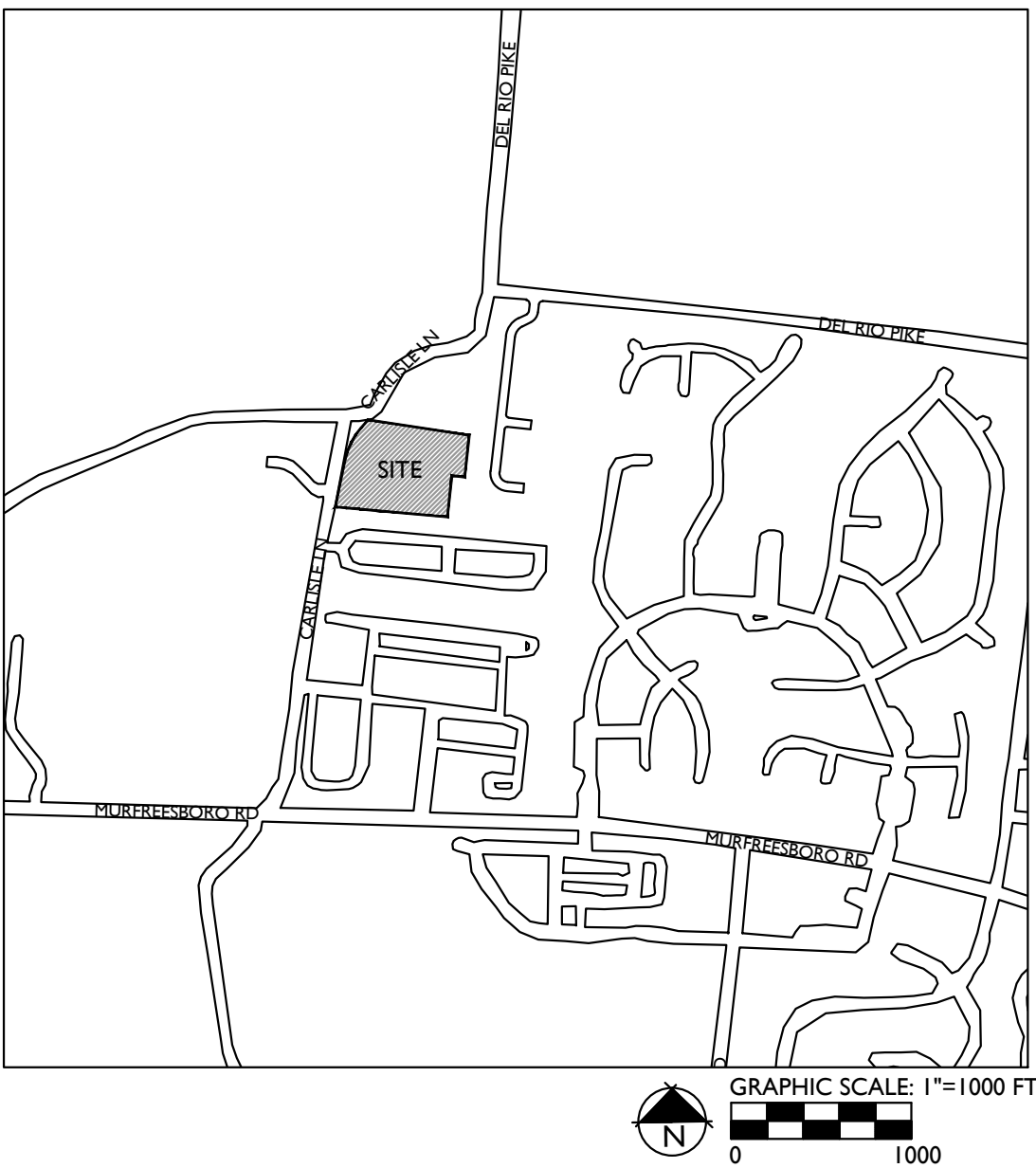
INITIAL SUBMITTAL	AUGUST 10, 2015
RESUBMITTAL	SEPTEMBER 3, 2015
REVISION	-
REVISION	-



LEGAL DESCRIPTION

A TRACT OF LAND LYING WHOLLY WITHIN THE FIFTH CIVIL DISTRICT, WILLIAMSON COUNTY, TENNESSEE, AND BOUND IN GENERAL BY MCLEMORE ON THE NORTH, CHRISMAN ON THE EAST, MCLEMORE ON THE SOUTH, AND CARLISLE LANE ON THE WEST.

COMMENCING IN THE CENTER OF CARLISLE LANE AT AN INTERIOR CORNER OF WALTER CARLISLE; THENCE ALONG SAID CENTERLINE NORTH 8 DEGREES 45 MINUTES EAST 726.8 FEET TO THE POINT OF BEGINNING; THENCE LEAVING CENTERLINE AND ALONG A NEW STAKED LINE SOUTH 88 DEGREES 30 MINUTES EAST 703 FEET TO CHRISMAN'S WEST LINE; THENCE ALONG HIS WEST LINE NORTH 2 DEGREES 45 MINUTES WEST 651.5 FEET AND SOUTH 83 DEGREES 10 MINUTES WEST 28.2 FEET TO THE CENTERLINE OF CARLISLE LANE; THENCE ALONG SAID CENTERLINE SOUTH 8 DEGREES 45 MINUTES WEST 247 FEET TO THE POINT OF BEGINNING AND CONTAINS 3.86 ACRES MORE OR LESS.



NOTES:

1. AERIAL PHOTO, PARCEL LINES AND TOPOGRAPHIC INFORMATION PROVIDED BY CITY OF FRANKLIN G.I.S.
2. SITE BOUNDARY PROVIDED BY CIVIL SITE DESIGN GROUP

500' NEIGHBORS LIST:

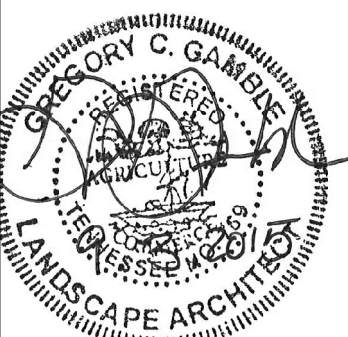
PARCEL ID	OWNER	OWNER STREET	OWNER CITY	STATE	ZIP	ZONING	LAND USE	CHARACTER	STANDARD
064 01000	SMITH DORINDA CARLISLE	8305 STAPLES TRACE RD	GLEN ALLEN	VA	23060	ER	RESIDENTIAL	WHCO-2	EITHER
064 01002	ENGLEHARDT NANCY CARLISLE	603 DUNDEE LN	HOLMES BEACH	FL	34217	ER	RESIDENTIAL	WHCO-2	EITHER
064 01200	CHAPMAN JOE M	3001 DEL RIO PK	FRANKLIN	TN	37069	ER	RESIDENTIAL	WHCO-2	EITHER
064L F 00100	FORD MIKE CUSTOM BUILDERS LLC	390 MALLORY STA RD #110	FRANKLIN	TN	37067	R-3	RESIDENTIAL	WHCO-2	EITHER
064 01400	DOMUS PARTNERS LLC	1048 CARLISLE LN	FRANKLIN	TN	37064	ER	RESIDENTIAL	WHCO-2	EITHER
064 01907	MELZ JOSEPH	P O BOX 681148	FRANKLIN	TN	37068	ER	RESIDENTIAL	WHCO-2	EITHER
064L D 00100	CARLISLE HOMEOWNERS ASSOC INC	130 SEABARD RD LN #A-9	FRANKLIN	TN	37067	R-3	RESIDENTIAL	WHCO-2	EITHER
064L D 00200	JOHNSON KRIS A	1600 COOPER CREEK LN	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L D 00300	DABNEY JAMES J	1604 COOPER CREEK LN	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L D 00400	PIERCE LISA K	1608 COOPER CREEK LN	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L D 00500	VARNER GARRETT A TR	1612 COOPER CREEK LN	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L D 00600	CURTIS HOWARD	1616 COOPER CREEK LN	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L D 00700	BUTLER CATHEY G	1620 COOPER CREEK LN	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L D 00800	LUNN WALLACE E III	1624 COOPER CREEK LN	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L D 00900	LINTON JAMES	1628 COOPER CREEK LN	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L D 01000	BANGERT RICHARD A	1632 COOPER CREEK LN	FRANKLIN	TN	37067	R-3	RESIDENTIAL	WHCO-2	EITHER
064L D 01100	WILLE BRIAN C	1636 COOPER CREEK LN	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 01000	WABBY WALTER A	117 CORNERSTONE CR	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 01100	WHEATLEY ALICE TR	119 CORNERSTONE CR	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 01200	SAULS DANIEL RYAN	121 CORNERSTONE CR	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 01300	SAXTON JOHN	123 CORNERSTONE CR	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 01400	MCKEE MITCHELL	125 CORNERSTONE CR	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 02200	NORDHOFF MICHAEL G	137 CORNERSTONE CR	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 02300	SHN CHANG SUG	139 CORNERSTONE CR	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 04700	CORNERSTONE HOMEOWNERS ASSOC INC	P O BOX 1391	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 04000	TERRY TRACEY MICHELLE	110 CORNERSTONE CR	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 04100	SMITH SCOTT B	201 CORNERSTONE LN	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 04400	WILKES ROBIN S	200 CORNERSTONE LN	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 04500	HENDERSON JERRY E	122 CORNERSTONE CR	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 04600	HUTCHISON CHAD R	142 CORNERSTONE CR	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 04700	CORNERSTONE HOMEOWNERS	P O BOX 1391	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 00100	CORNERSTONE HOMEOWNERS	P O BOX 1391	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 00200	OETJEN STEPHEN	101 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 00300	SIMPKINS IRBY C III	103 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 00400	PIERCE CLAYTON H	105 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 00500	TURBEFIELD MARK A	107 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 00600	BURNS JASON M	109 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 00700	HARLOW ROBERT EDWARD	111 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 00800	SCHMIDT RAYMOND P REV TRUST	113 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 00900	LAMA PHURBA	115 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 01500	KELLY SCOTT H	127 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 01600	CORNERSTONE ASSOC INC	P O BOX 1391	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 01700	BROWN JOHN JAY	131 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 01800	SOUSOULAS REBECCA LEWIS	133 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 01900	SCHUSTER ANN M	135 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 02000	HARLOW SAMUEL	400 CORNERSTONE WAY	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 02100	CUNNINGHAM JOHN E	402 CORNERSTONE WAY	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 02400	WIMBERLY DOUGLAS	141 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 02500	ITAL LA	337 16TH WOOD RD	MANCHESTER	TN	37355	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 02600	ROBESON JULIA	145 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 02700	DARBY WILLIAM	147 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 02800	CORNERSTONE HOMEOWNERS ASSOC INC	P O BOX 1391	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 02900	CRAMER CASEY ROSS	151 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 03000	RYAN DOUGLAS J	153 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 03100	PERRY KENNETH	155 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 03200	SCOTT TONY D	157 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 03300	ELZINGA JOHN	159 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 03400	BICKEL LESLIE L	161 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 03500	QUAGLIA WILLIAM A	163 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 03600	RICHEY ROY	165 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 03700	CORNERSTONE HOMEOWNERS	P O BOX 1391	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 03800	CORNERSTONE HOMEOWNERS ASSOC INC	P O BOX 1391	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 03900	GANT WALTER LEE	156 CORNERSTONE CR	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 04000	DICKSON CHRISTOPHER L	203 CORNERSTONE LN	FRANKLIN	TN	37065	R-3	RESIDENTIAL	WHCO-2	EITHER
064L E 04300	PARKER R MICHAEL	202 CORNERSTONE LN	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L D 01200	MARKS ALEX S	1640 COOPER CREEK LN	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L D 01300	PAYLASEK RICHARD JR	1644 COOPER CREEK LN	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L D 01400	OCKENFELS RALPH J	1648 COOPER CREEK LN	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L D 01500	BROOKS MICHAEL P	1652 COOPER CREEK LN	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064L D 01600	FRANKS RONALD L	1654 COOPER CREEK LN	FRANKLIN	TN	37064	R-3	RESIDENTIAL	WHCO-2	EITHER
064 01500	TIMOTHY J GILL	1044 CARLISLE LANE	FRANKLIN	TN	37064	ER	RESIDENTIAL	WHCO-2	EITHER

Revisions:
SEPTEMBER 3, 2015

Drawing Notes:

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
Date: AUGUST 10, 2015

CARDEL VILLAGE PUD SUBDIVISION
DEVELOPMENT PLAN
Parcels 16.00, 17.00 on Map 64
Franklin, Williamson County, Tennessee



GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggamble209@gmail.com
615.975.5765

SITE
BOUNDARY

C 1.0

COF 5916



SITE ACREAGE
PROPOSED PROPERTY LINE: 6.92 AC
(BASED ON COF APPROVED ROAD ALIGNMENT)

- NOTES:**
1. THERE ARE NO EXISTING SLOPES GREATER THAN 14%.
 2. THERE ARE NO FLOODPLAINS EXISTING ON THE SITE.
 3. AERIAL PHOTO, PARCEL LINES AND TOPOGRAPHIC INFORMATION PROVIDED BY CITY OF FRANKLIN G.I.S.
 4. SITE BOUNDARY CALLS PROVIDED BY CIVIL SITE DESIGN.
 5. NO THIRD PARTY MINERAL RIGHTS ARE ASSOCIATED WITH THIS PROPERTY.
 6. IN THE EXISTING CONDITION THE SITE DRAINS TO THE EAST VIA SHEET FLOW AND IS COMPRISED OF 2 SUB BASINS.

TREE CANOPY RETENTION

TREE AREA	EXISTING	REMOVED	RETAINED
TREE A	30,162 SF	9,791 SF	20,371 SF
TREE B	8,528 SF	3,558 SF	4,970 SF
TREE C	8,287 SF	8,287 SF	0 SF
TREE D	5,168 SF	2,311 SF	2,856 SF
TOTAL SF	52,143 SF	23,947 SF	28,196 SF
TREE CANOPY DATA			
EXISTING TREE CANOPY: 52,143 SF			
52,143 SF/301,423 SF = .173 (17.3%) OF TOTAL SITE			
REQUIRED CANOPY PRESERVATION =			
54% OF TOTAL CANOPY			
52,143 SF * 54% = 28,157 SF			
PROVIDED CANOPY PRESERVED =			
28,196 SF (54%) OF TOTAL EXISTING CANOPY			



SPECIMEN TREE: > 24"

SPECIMEN TREES

NUMBER	TYPE	SIZE	HEALTH	STATUS
1	PINE	26	GOOD	RETAINED
2	MAPLE	24	GOOD	RETAINED
3	OAK	34	GOOD	RETAINED
4	OAK	30	GOOD	RETAINED
5	OAK	36	GOOD	RETAINED
6	OAK	28	GOOD	REMOVED
7	OAK	34	GOOD	RETAINED
8	MAPLE	32	GOOD	RETAINED

SOIL TYPES

MIC2	Mimosa Silt Loam, 5 to 12% Slopes, Eroded
MoD	Mimosa and Ashwood Very Rocky Soils, 5 to 20% Slopes
MIB2	Mimosa Silt Loam, 2 to 5% Slopes, Eroded
MmD3	Mimosa Silty Clay, 10 to 20% Slopes, Severely Eroded



SITE DATA:

PROJECT NAME: CARDEL VILLAGE
PROJECT NUMBER: 5916
SUBDIVISION: NA
LOT NUMBER: NA
ADDRESS: 1034 & 1040 CARLISLE LANE
CITY: FRANKLIN, TN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 14TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS: MAP 64, PARCELS 16.00, 17.00

EXISTING ZONING: ESTATE RESIDENTIAL (ER)
PROPOSED ZONING: R-3 2.89 DU/A
CHARACTER AREA OVERLAY: WHCO-2
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
TOTAL ACREAGE: 7.16 AC (312,165.8 SF)
TOTAL DEDICATED ROW (CARLISLE LANE): 0.24 AC (10,742.8 SF)

TOTAL PUD ACREAGE: 6.919 AC
TOTAL SQUARE FOOTAGE: 301,423 SF

MINIMUM REQUIRED SETBACKS:
FRONT YARD: 15'
REAR YARD: 20'
SIDE YARD: 5'

OWNER/APPLICANT:
ADDRESS: MELZ COMMERCIAL PROP LLC
1025 CARLISLE LANE
FRANKLIN, TN 37064
CONTACT: JOE MELZ
(615) 794-6912 joe@homesbydeercreek.com

PLANNER/LANDSCAPE ARCHITECT:
ADDRESS: GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TN 37064
OFFICE PHONE: 615.975.5765
EMAIL ADDRESS: greggambledesign@gmail.com
CONTACT: GREG GAMBLE

PROJECT CHARACTERISTICS
BUILDING SQUARE FOOTAGE: N/A
BUILDING HEIGHT: 2 STORY
MINIMUM LANDSCAPE RATIO: 0.40
TRANSITIONAL FEATURES BUFFER REQUIRED: YES
TYPE C BUFFER TO NORTH

MINIMUM PARKING REQUIRED: 2 SPACES PER HOME
MAXIMUM PARKING LIMIT: N/A
EXISTING PARKING: N/A
PARKING PROVIDED: SINGLE FAMILY DETACHED
2 PER UNIT
2.90 DU/A (20 LOTS)
1.20 AC
0.65 AC

PARKLAND: 20 HOMES * 1200 SF = 24,000 SF (0.55 AC)
TO BE PAID FEE-IN-LIEU

OPEN SPACE: 1.52 AC PROVIDED (27.25%)
TOTAL REQUIRED: 1.04 AC (15% OF ACREAGE)
TOTAL PROVIDED: 1.52 AC (21.97%)

FORMAL: 0.36 AC (35.0% OF REQUIRED)
REQUIRED: 0.34 AC (33%)
PROVIDED: 0.36 AC (35.0%)
INFORMAL PROVIDED: 1.16 AC

STATEMENT OF IMPACTS
MAJOR THOROUGHFARE PLAN
CARLISLE LANE IS A MAJOR COLLECTOR AND REQUIRES A 65 FOOT RIGHT OF WAY. 10,742.8 SF OF LAND HAS BEEN REMOVED FROM THE PUD AS RIGHT OF WAY DEDICATION.

WATER
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. THE WATER MAIN WILL BE SERVED FROM A MAIN IN CARLISLE LANE.
20 x 350 GDP = 7,000 GDP

SEWER
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN THROUGH ADJACENT PROPERTIES TO CONNECT TO THE SEWER MAIN WITHIN BLOSSOM PARK.

DRAINAGE FACILITIES
THE PROPERTY WILL BE DRAINED TO THE EAST TO DETENTION FACILITIES. THE DETENTION PONDS WILL DRAIN TO DEL RIO CREEK TO THE EAST OF THE SITE.

POLICE AND FIRE DEPT
FRANKLIN FIRE DEPT STATION #1 - 2.1 MILES DRIVING DISTANCE
COLUMBIA AVE POLICE STATION - 2.7 MILES DRIVING DISTANCE

RECREATION FACILITIES
JIM WARREN PARK - 1.1 MILES DRIVING DISTANCE

PROJECTED STUDENT POPULATION
THE STUDENT POPULATION IS PROJECTED AT A RATE OF .64 STUDENTS PER HOME: 20 x .64 = 12.8 STUDENTS
WALNUT GROVE ELEMENTARY SCHOOL 3.4 MILES
GRASSLAND MIDDLE SCHOOL 6.1 MILES
FRANKLIN HIGH SCHOOL 2.5 MILES

REFUSE COLLECTION
REFUSE COLLECTION SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE.

RESTRICTIVE COVENANTS
A HOME OWNER'S ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY OF RESIDENTS. THE HOME OWNERS ASSOCIATION WILL REGULATE ARCHITECTURAL STANDARDS AND THE MAINTENANCE OF THE COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE AND RECREATIONAL AREAS.

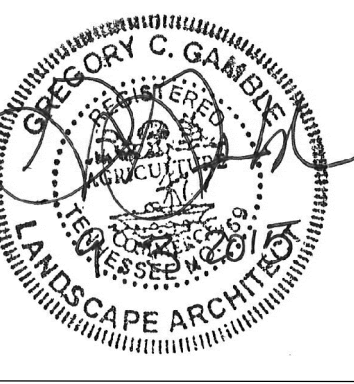
MINERAL RIGHTS
NO THIRD PARTY MINERAL RIGHTS ARE ASSOCIATED WITH THIS PROPERTY.

Revisions:
SEPTEMBER 3, 2015

Drawing Notes:

GDC
GAMB
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Date: AUGUST 10, 2015

**CARDEL VILLAGE PUD SUBDIVISION
DEVELOPMENT PLAN**
Parcels 16.00, 17.00 on Map 64
Franklin, Williamson County, Tennessee

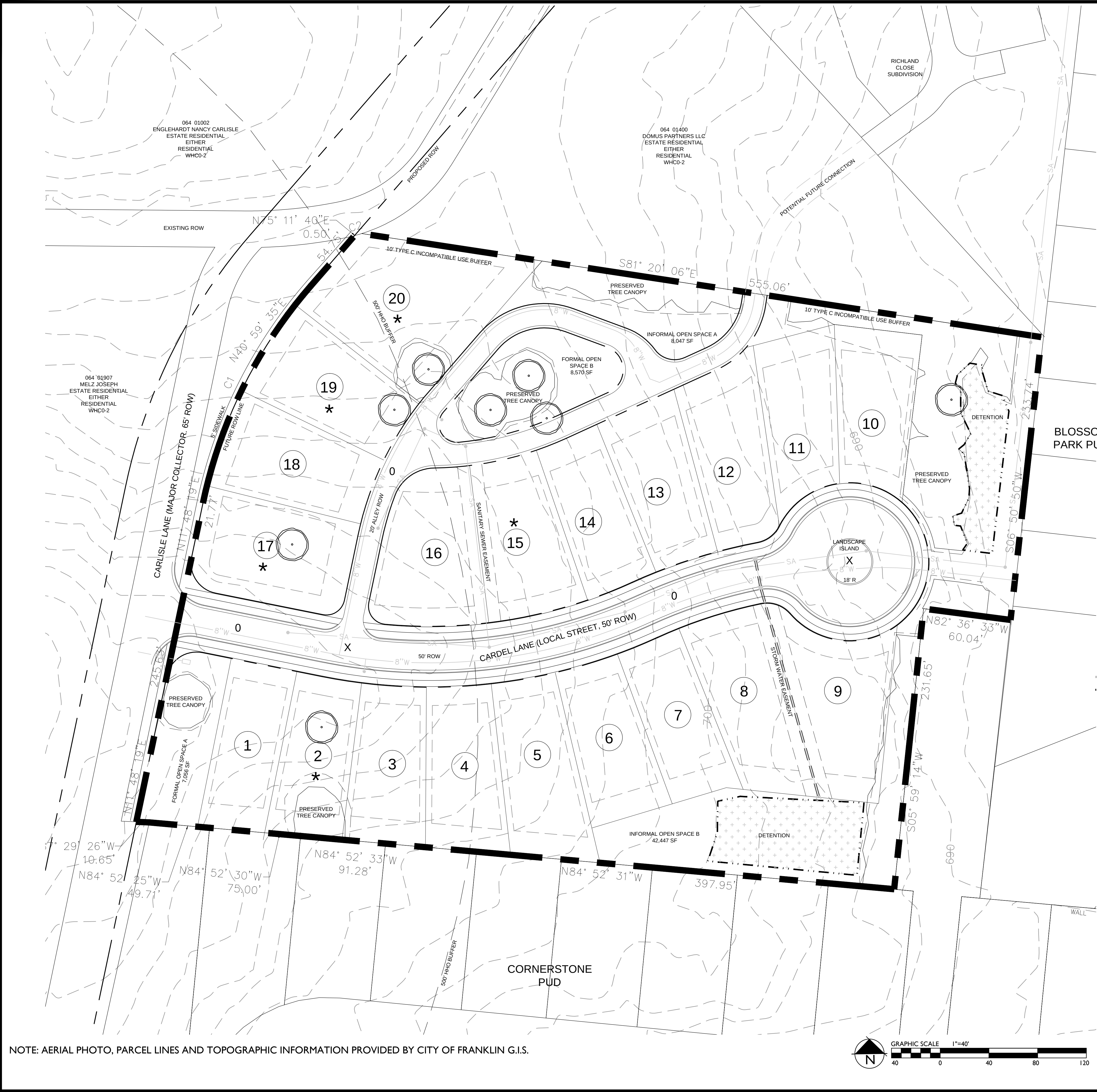


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144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggambledesign@gmail.com
615.975.5765

**EXISTING
CONDITIONS**

C 2.0

COF 5916



NOTE: AERIAL PHOTO, PARCEL LINES AND TOPOGRAPHIC INFORMATION PROVIDED BY CITY OF FRANKLIN G.I.S.

TREE CANOPY RETENTION

TREE AREA	EXISTING	REMOVED	RETAINED
TREE A	30,162 SF	9,791 SF	20,371 SF
TREE B	8,528 SF	3,558 SF	4,970 SF
TREE C	8,287 SF	8,287 SF	0 SF
TREE D	5,166 SF	2,311 SF	2,855 SF
TOTAL SF	52,143 SF	23,947 SF	28,196 SF
TREE CANOPY DATA			
EXISTING TREE CANOPY: 52,143 SF			
52,143 SF/301,423 SF = .173 (17.3%) OF TOTAL SITE			
REQUIRED CANOPY PRESERVATION = 54% OF TOTAL CANOPY			
52,143 SF * 54% = 28,157 SF			
PROVIDED CANOPY PRESERVED = 28,196 SF (54%) OF TOTAL EXISTING CANOPY			



HYDRANT FIRE FLOW
HETHCOAT AND DAVIS, INC.
HYDRANT LOCATED AT THE INTERSECTION OF CARLISLE LANE AND OLD CHARLOTTE PIKE.
FLOW: 2,771 PSI AT 20 GPM
STATIC PRESSURE: 59 PSI
RESIDUAL PRESSURE: 55 PSI

CONNECTIVITY INDEX

0 LINKS	3
X NODES	2

INDEX = 1.5

DUE TO EXISTING CONDITIONS OF THIS PROPERTY, AND ADJACENT EXISTING SUBDIVISION, OFF-SITE CONNECTIONS ARE NOT POSSIBLE, AND ARE NOT PROVIDED WITH THIS PUD. A SPECIAL EXCEPTION IS REQUESTED FROM THE ENGINEERING DEPARTMENT FOR OFF SITE CONNECTIONS.

CRITICAL TREE LOTS
LOTS 2, 17, 18, AND 20 ARE CRITICAL TREE LOTS.
★ CRITICAL TREE LOT

LAND USE PLAN COMPLIANCE

CARDEL VILLAGE IS LOCATED IN THE WEST HARPETH CHARACTER AREA. THE DESIGN STANDARDS PERMIT EITHER TRADITIONAL OF CONVENTIONAL DEVELOPMENT FORMS. SINGLE FAMILY DETACHED HOMES ARE PERMITTED WITHIN THIS CHARACTER AREA AT DENSITIES SIMILAR TO THE THE EXISTING DEVELOPED SUBDIVISIONS.

CHARACTER AREA OVERLAY: WHCO-2
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL

- THE EXISTING USES WITHIN THE WEST HARPETH CHARACTER AREA 2 ARE PREDOMINANTLY SINGLE FAMILY DETACHED HOMES. THE PROPOSED PLAN PROVIDES SINGLE FAMILY HOME LOTS.
- THE PROPOSED DEVELOPMENT PLAN FACES FUTURE HOMES TOWARD CARLISLE LANE, FRONTING THE STREET, WITH ALLEY ACCESS ALONG THE REAR OF THE LOT.
- THE PROPOSED DEVELOPMENT WILL BE ACCESSED FROM CARLISLE LANE.

LOCAL COMPATIBILITY

CARDEL VILLAGE IS LOCATED IN THE WHCO-2 CHARACTER AREA. THE DESIGN STANDARDS PERMIT EITHER TRADITIONAL OF CONVENTIONAL DEVELOPMENT FORMS. SINGLE FAMILY DETACHED HOMES ARE PERMITTED WITHIN THIS CHARACTER AREA AT DENSITIES SIMILAR TO THE THE EXISTING DEVELOPED SUBDIVISIONS.

CARDEL VILLAGE IS A 20 LOT SINGLE FAMILY DETACHED RESIDENTIAL SUBDIVISION ACCESSED FROM CARLISLE LANE. THE PROPOSED RESIDENTIAL LOTS ARE CONSISTENT WITH THE LOTS OF BLOSSOM PARK TO THE EAST, AND CORNERSTONE TO THE SOUTH. OPEN SPACE AND A TRANSITIONAL FEATURES BUFFER HAS BEEN PLACED ON THE NORTHERN BOUNDARY OF THE SUBDIVISION ADJACENT TO THE NEIGHBORING ESTATE RESIDENTIAL PROPERTY.

THE PROPOSED PLAN INCORPORATES THE FUTURE RIGHT-OF-WAY OF CARLISLE LANE PER THE MAJOR THOROUGHFARE PLAN. RIGHT-OF-WAY WILL BE DEDICATED TO THE CITY OF FRANKLIN FOR THESE FUTURE IMPROVEMENTS. AN ALLEY IS PROPOSED BEHIND LOTS 17 TO 20 SO THAT THESE HOMES MAY FRONT ONTO CARLISLE LANE AND SO THAT IN THE FUTURE THE ALLEY MAY BE EXTENDED TO THE NORTH PARALLEL TO CARLISLE LANE.

PHASING
THE DEVELOPMENT WILL BE CONSTRUCTED AS A SINGLE PHASE.
HILLSIDE PROTECTION OVERLAY BUFFER
LOTS 1, 2, 3, 4, 16, 17, 18, 19, AND 20 ARE LOCATED WITHIN THE BUFFER YARD. NO 14 PERCENT SLOPES ARE PRESENT ON THESE LOTS.



SITE DATA:

PROJECT NAME: CARDDEL VILLAGE
PROJECT NUMBER: 5916
SUBDIVISION: NA
LOT NUMBER: NA
ADDRESS: 1034 & 1040 CARLISLE LANE
CITY: FRANKLIN, TN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 14TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS: MAP 64, PARCELS 16.00, 17.00
EXISTING ZONING: ESTATE RESIDENTIAL (ER)
PROPOSED ZONING: R-3.289 DU/A
CHARACTER AREA OVERLAY: WHCO-2
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
TOTAL ACREAGE: 7.16 AC (312,165.8 SF)
TOTAL DEDICATED ROW (CARLISLE LANE): 0.24 AC (10,742.8 SF)
TOTAL PUD ACREAGE: 6.919 AC
TOTAL SQUARE FOOTAGE: 301,423 SF
MINIMUM REQUIRED SETBACKS:
FRONT YARD: 15'
REAR YARD: 20'
SIDE YARD: 5'
OWNER/APPLICANT: MELZ COMMERCIAL PROP LLC
ADDRESS: 1025 CARLISLE LANE
FRANKLIN, TN 37064
CONTACT: JOE MELZ
(615) 794-6912 joe@homesbydeercreek.com

PLANNER/LANDSCAPE ARCHITECT: GAMBLE DESIGN COLLABORATIVE
ADDRESS: 144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TN 37064
615.975.5765
greg@gamble209@gmail.com
GREG GAMBLE

PROJECT CHARACTERISTICS
BUILDING SQUARE FOOTAGE: N/A
BUILDING HEIGHT: 2 STORY
MINIMUM LANDSCAPE RATIO: 0.4%
TRANSITIONAL FEATURES BUFFER REQUIRED: YES
TYPE C BUFFER TO NORTH

MINIMUM PARKING REQUIRED: 2 SPACES PER HOME
MAXIMUM PARKING LIMIT: N/A
EXISTING PARKING: SINGLE FAMILY DETACHED
PARKING PROVIDED: 2 PER UNIT
RESIDENTIAL DENSITY: 2.90 DU/A (20 LOTS)
EXISTING TREE CANOPY: 1.20 AC
PRESERVED TREE CANOPY: 0.65 AC

PARKLAND: 20 HOMES * 1200 SF = 24,000 SF (0.55 AC)
TO BE PAID FEE-IN-LIEU
OPEN SPACE: 1.52 AC PROVIDED (27.25%)
TOTAL REQUIRED: 1.04 AC (15% OF ACREAGE)
TOTAL PROVIDED: 1.52 AC (21.97%)
FORMAL: 0.36 AC (35.0% OF REQUIRED)
REQUIRED: 0.34 AC (33%)
PROVIDED: 0.36 AC (35.0%)
INFORMAL PROVIDED: 1.16 AC

STATEMENT OF IMPACTS

MAJOR THOROUGHFARE PLAN
CARLISLE LANE IS A MAJOR COLLECTOR AND REQUIRES A 65 FOOT RIGHT OF WAY. 10,742.8 SF OF LAND HAS BEEN REMOVED FROM THE PUD AS RIGHT OF WAY DEDICATION.

WATER
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. THE WATER MAIN WILL BE SERVED FROM A MAIN IN CARLISLE LANE.
20 x 350 GPD = 7,000 GPD

SEWER
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN THROUGH ADJACENT PROPERTIES TO CONNECT TO THE SEWER MAIN WITHIN BLOSSOM PARK.

DRAINAGE FACILITIES
THE PROPERTY WILL BE DRAINED TO THE EAST TO DETENTION FACILITIES. THE DETENTION PONDS WILL DRAIN TO DEL RIO CREEK TO THE EAST OF THE SITE.

POLICE AND FIRE DEPT
FRANKLIN FIRE DEPT STATION #1 - 2.1 MILES DRIVING DISTANCE
COLUMBIA AVE POLICE STATION - 2.7 MILES DRIVING DISTANCE

RECREATION FACILITIES
JIM WARREN PARK - 1.1 MILES DRIVING DISTANCE

PROJECTED STUDENT POPULATION
THE STUDENT POPULATION IS PROJECTED AT A RATE OF .64 STUDENTS PER HOME: 20 x .64 = 12.8 STUDENTS
WALNUT GROVE ELEMENTARY SCHOOL 3.4 MILES
GRASSLAND MIDDLE SCHOOL 6.1 MILES
FRANKLIN HIGH SCHOOL 2.5 MILES

REFUSE COLLECTION
REFUSE COLLECTION SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE.

RESTRICTIVE COVENANTS
A HOME OWNER'S ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY OF RESIDENTS. THE HOME OWNER'S ASSOCIATION WILL REGULATE ARCHITECTURAL STANDARDS AND THE MAINTENANCE OF THE COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE AND RECREATIONAL AREAS.

MINERAL RIGHTS
NO THIRD PARTY MINERAL RIGHTS ARE ASSOCIATED WITH THIS PROPERTY.

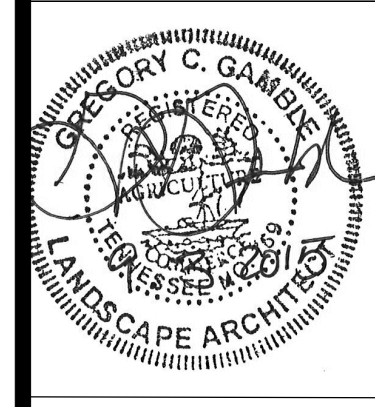
Revisions:
SEPTEMBER 3, 2015

Drawing Notes:



DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
Date: AUGUST 10, 2015

CARDEL VILLAGE
DEVELOPMENT PLAN
Parcels 16.00, 17.00 on Map 64
Franklin, Williamson County, Tennessee



GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greg@gamble209@gmail.com
615.975.5765

DEVELOPMENT
PLAN

C 3.0

COF 5916



SITE DATA:	
PROJECT NAME:	CARDEL VILLAGE
PROJECT NUMBER:	5916
SUBDIVISION:	NA
LOT NUMBER:	NA
ADDRESS:	1034 & 1040 CARLE LANE
CITY:	FRANKLIN, TN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	14TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	MAP 64, PARCELS 16.00, 17.00
EXISTING ZONING:	ESTATE RESIDENTIAL (ER)
PROPOSED ZONING:	R-3 2.89 DU/A
CHARACTER AREA OVERLAY:	WVCO-2
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
TOTAL ACREAGE:	7.16 AC (312,165.8 SF)
TOTAL DEDICATED ROW (CARLE LANE):	0.24 AC (10,742.8 SF)
TOTAL PUD ACREAGE:	6.919 AC
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OWNER/APPLICANT:	MELZ COMMERCIAL PROP LLC
ADDRESS:	1025 CARLE LANE FRANKLIN, TN 37064
CONTACT:	JOE MELZ (615) 794-6912 joe@homesbydecreek.com
PLANNER/LANDSCAPE ARCHITECT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	144 SOUTHEAST PARKWAY SUITE 230 FRANKLIN, TN 37064 615.975.5765 greggambler209@gmail.com GREG GAMBLE
OFFICE PHONE:	
EMAIL ADDRESS:	
CONTACT:	
PROJECT CHARACTERISTICS	
BUILDING SQUARE FOOTAGE:	N/A
BUILDING HEIGHT:	2 STORY
MINIMUM LANDSCAPE RATIO:	0.40
TRANSITIONAL FEATURES BUFFER REQUIRED:	YES
TYPE C BUFFER TO NORTH:	
MINIMUM PARKING REQUIRED:	2 SPACES PER HOME
MAXIMUM PARKING LIMIT:	N/A
EXISTING PARKING:	N/A
PARKING PROVIDED:	SINGLE FAMILY DETACHED 2 PER UNIT
RESIDENTIAL DENSITY:	2.90 DU/A (20 LOTS)
EXISTING TREE CANOPY:	1.20 AC
PRESERVED TREE CANOPY:	0.65 AC
PARKLAND:	20 HOMES * 1200 SF = 24,000 SF (0.55 AC)
OPEN SPACE:	1.52 AC PROVIDED (27.25%)
TOTAL REQUIRED:	1.04 AC (15% OF ACREAGE)
TOTAL PROVIDED:	1.52 AC (21.97%)
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INFORMAL PROVIDED:	REQUIRED: 0.34 AC (33%) PROVIDED: 0.36 AC (35.0%) 1.16 AC

TREE CANOPY RETENTION

TREE AREA	EXISTING	REMOVED	RETAINED
TREE A	30,162 SF	9,791 SF	20,371 SF
TREE B	8,528 SF	3,588 SF	4,940 SF
TREE C	8,287 SF	8,287 SF	0 SF
TREE D	5,166 SF	2,311 SF	2,855 SF
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TREE CANOPY DATA

EXISTING TREE CANOPY: 52,143 SF
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REQUIRED CANOPY PRESERVATION =
54% OF TOTAL CANOPY
52,143 SF * 54% = 28,157 SF

PROVIDED CANOPY PRESERVED =
28,196 SF (54%) OF TOTAL EXISTING CANOPY



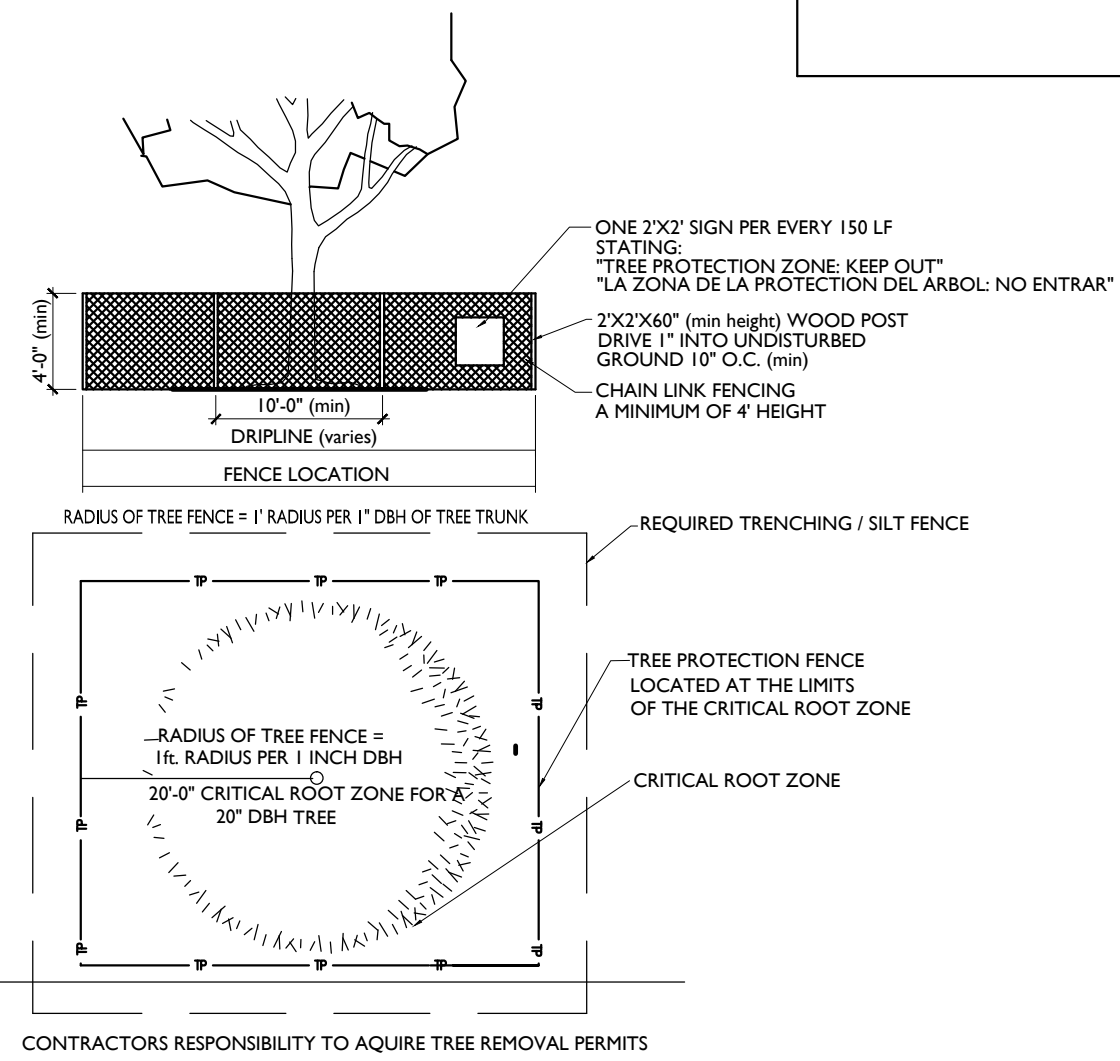
SPECIMEN TREE: > 24"

SPECIMEN TREES

NUMBER	TYPE	SIZE	HEALTH	STATUS
1	PINE	26	GOOD	RETAINED
2	MAPLE	24	GOOD	RETAINED
3	OAK	34	GOOD	RETAINED
4	OAK	30	GOOD	RETAINED
5	OAK	36	GOOD	RETAINED
6	OAK	28	GOOD	REMOVED
7	OAK	34	GOOD	RETAINED
8	MAPLE	32	GOOD	RETAINED

★ CRITICAL TREE LOT

NOTE:
THE AERIAL PHOTOGRAPH DOES NOT ACCURATELY
REPRESENT THE TREE CANOPY OF THE PROPERTY.
SEVERAL TREES HAVE BEEN REMOVED PRIOR TO THE
APPLICATION OF THIS DEVELOPMENT PLAN. THE TREE
CANOPY HAS BEEN FIELD VERIFIED BY THE LANDSCAPE
ARCHITECT.



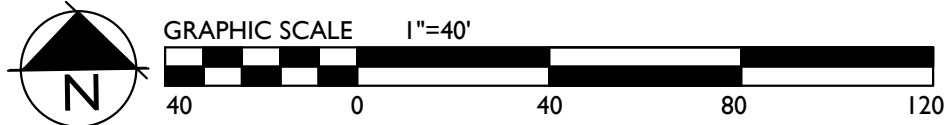
TREE PROTECTION FENCING DETAIL

TREE PROTECTION NOTES:

- The tree protection barriers shall be constructed before the issuance of any permits, and shall remain intact throughout the entire period of construction.
- The tree protection barrier shall be installed as labeled on this plan or a distance to the radius of the dripline, whichever is greatest, as measured from the trunk of the protected tree.
- Any required excavation in or around the protection zone to accommodate underground services, footings, etc; shall be indicated on the plan, and shall be excavated by hand. In addition, related root pruning shall be accomplished via ANSI A-300-95 standard so as to minimize impact on the general root system.
- The storage of building materials or stock piling shall not be permitted within the limits of or against the protection barriers.
- Trees within the protection barriers must be adequately cared for throughout the construction process (i.e., they must be watered sufficiently). Fill shall not be placed upon the root system as to endanger the health or life of the affected tree.



NOTE: AERIAL PHOTO, PARCEL LINES AND TOPOGRAPHIC INFORMATION PROVIDED BY CITY OF FRANKLIN G.I.S.



Grading, Drainage & Erosion Control Notes:

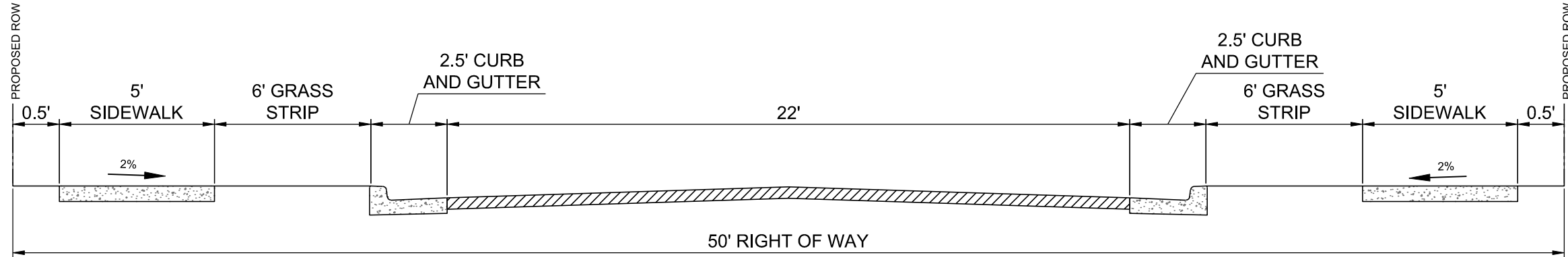
- The disturbed area for this project is approximately 4.4 acres.
- The contractor shall comply with all pertinent provisions of the manual of accident prevention and construction issued by AGC of America, Inc. and the safety and health regulations of construction issued by the U.S. Department of Labor.
- The contractor shall call "Tennessee One Call" (811) 72 hours prior to proceeding with any excavation.
- If any springs or underground streams are exposed during construction, permanent French drains may be required. The drains shall be specified and located during construction as required by the conditions which are encountered, and shall be approved by the engineer.
- Stockpiled topsoil or fill material shall be treated so no sediment run-off will contaminate surrounding areas or enter nearby streams.
- All new pipes under existing paved areas shall be backfilled to the top of subgrade with # 57 crushed stone.
- Sediment removed from sediment control structures is to be placed at a site approved by the local governing authority. It shall be treated in a manner so that the area around the disposal site will not be contaminated or damaged by the sediment in the run-off. Cost for this treatment is to be included in the bid price for earthwork. The contractor shall obtain the disposal site as part of his work.
- Reinforced concrete storm drainage pipe shall be Class III. Corrugated metal pipe shall be 14 gauge unless otherwise noted.
- Minimum grade on asphalt or concrete paving shall be 1.0%.
- Construct silt barriers before beginning any grading operations.
- This grading & drainage plan is not a determination or guarantee of the suitability of the subsurface conditions for the work indicated. Determination of the subsurface conditions for the work indicated is solely the responsibility of the contractor.
- Do not disturb vegetation or remove trees except when necessary for grading purposes.
- Top of grate elevations and location of coordinates for drainage structures shall be installed as shown on the plan unless otherwise noted. The grates shall slope longitudinally with the pavement grades.
- Any site used for disposal and/or stockpile of any material shall be properly permitted for such activity. It is the responsibility of the contractor to see that all required permits are secured for each property utilized. A copy of the approved permit must be provided to the inspector prior to commencement of work on any property. Failure to do so may result in the contractor removing any illegally placed material at his own expense.
- Respread topsoil (6 inch minimum thickness), seed, and straw all disturbed areas as soon as possible after final grading is completed, unless otherwise indicated. Contractor shall take whatever means necessary to establish permanent soil stabilization.
- Proposed contour lines and spot elevations are the result of an engineered grading design and reflect a planned intent with regard to drainage and movement of materials. Should the contractor have any question of the intent or any problem with the continuity of grades, the engineer shall be contacted immediately.
- All cut and fill slopes shall be 3 horizontal to 1 vertical or flatter unless otherwise indicated on plans.
- Positive drainage shall be established as the first order of work and shall be maintained at all times during and after construction. Soil softened by perched water in foundation and pavement areas must be undercut and replaced with suitable fill materials.
- Remove sediment from all drainage structures before acceptance by local governing agency, or as directed by the owner's representative.
- Contractor shall conform to all applicable codes and obtain approval as necessary before beginning construction.
- Remove the temporary erosion and water pollution control devices only after a solid stand of grass has been established on graded areas and when in the opinion of the owner's representative, they are no longer needed.
- Provide temporary construction access(es) at the point(s) where construction vehicles exit the construction area. Maintain public roadways free of tracked mud and dirt.
- All earthwork, including the excavated subgrade and each layer of fill, shall be monitored and approved by a qualified geotechnical engineer, or his representative.
- All fill material on this project shall be approved by the geotechnical engineer prior to placement. This material shall be placed in lifts and compacted as directed by the geotechnical engineer. The contractor shall be responsible for employing a geotechnical engineer if one is not provided by the owner.
- All drainage construction materials and installation shall conform to the requirements and specifications of the local governing agency.
- It shall be the contractor's responsibility to waste excess earth material off site at no additional cost to the owner. The contractor shall first offer the excess material to the owner. If not accepted by the owner, the contractor shall dispose of earth material off site. It shall also be the contractor's responsibility to import suitable material (at no additional cost to the owner) for earthwork operations if sufficient amounts of earth material are not available on site.
- The contractor shall check all existing grades and dimensions in the field prior to beginning work and report any discrepancies to the engineer. Commencement of any grading work constitutes the contractor's acceptance of the existing grade as matching those shown on the plans.
- Strip topsoil from all cut and fill areas and stockpile. Upon completion of general grading respread the topsoil over all disturbed areas, to a minimum depth of 6". Contractor shall supply additional topsoil if insufficient quantities exist on site. Remove any excess topsoil from site.
- The contractor shall take special care to compact fill sufficiently around and over all pipes, structures, valve stems, etc., inside the proposed paved areas to avoid settlement. Any settlement during the warranty period shall be restored by the contractor at no additional cost to the owner.
- In no case shall slope height, slope inclination, or excavation depth, including trench construction, exceed those specified in local, state and federal regulations, specifically the current OSHA Health and Safety Standards for Excavations (29 CFR Part 1926) shall be followed.
- All fill slopes and cut slopes on this project shall be reviewed by the owner's geotechnical engineer during construction to confirm that the slopes are (will be) stable. It is the contractor's responsibility to have this confirmation in writing from the geotechnical engineer.
- All fill on this project shall be installed and compacted in accordance with the owner's geotechnical engineer's recommendation. The owner's geotechnical engineer shall review all filling operations to confirm the earthwork is properly installed and compacted. It is the contractor's responsibility to have this confirmation in writing from the geotechnical engineer.
- Relocation of existing plant materials shall be coordinated with the owner and relocated to a designated area on site.
- All horizontal and vertical information of proposed culverts shown hereon which accept/discharge flows to/from existing channels are approximate utilizing topographic drawings. The final horizontal and vertical alignments shall be field located by the contractor prior to the ordering of materials or commencement of construction and shall notify the engineer of any discrepancies to what was designed.
- The contractor shall coordinate the exact location of the storm drain connections at the building with the plumbing plans.
- The location of all diversion swales and ditches shall be field adjusted to avoid trees as possible. The contractor shall walk the alignment of these swales and ditches in the field to verify avoidance of trees.

Franklin Grading & Drainage Notes:

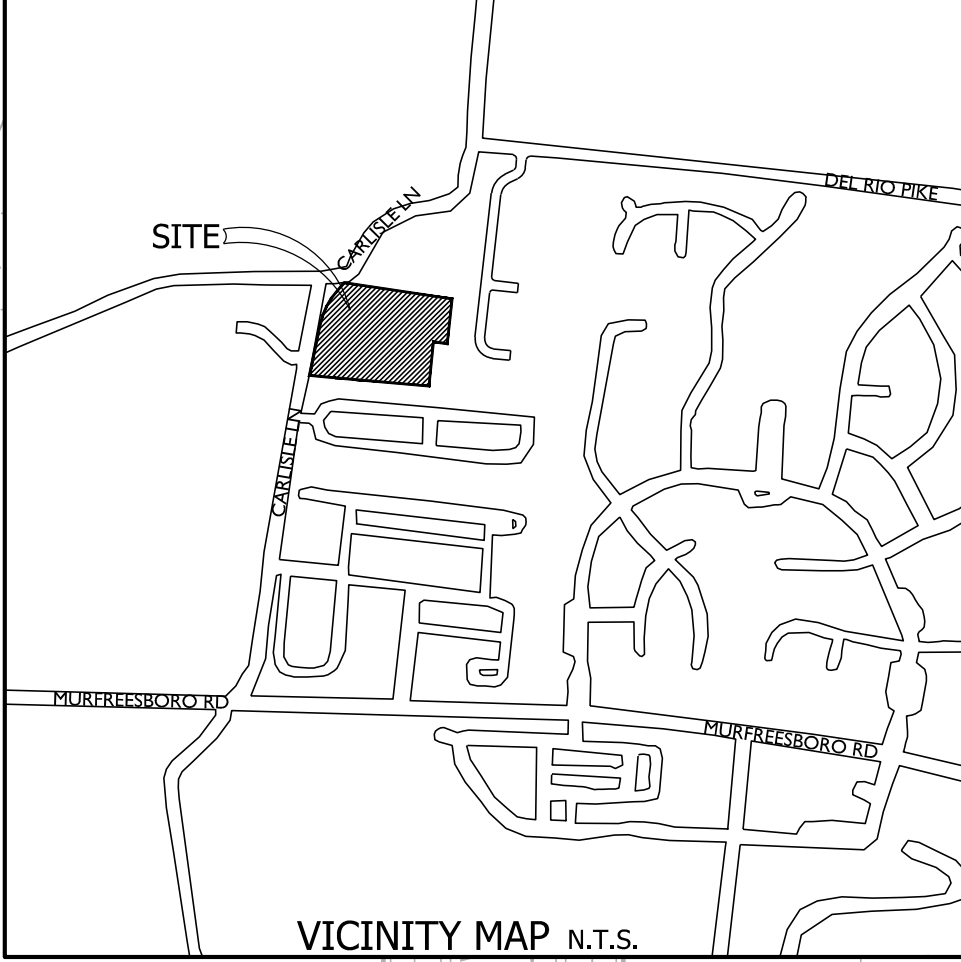
- Grading Permit is required for any project disturbing more than 10,000 sf, adding more than 5,000 sf of impervious surface or for any site grading requiring stockpiling of material.
- The Developer shall provide the necessary labor and supervision required to support field testing by the independent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

OVERALL GRADING & DRAINAGE DATA CHART

Basin Area:	2yr	9.3cfs
Impervious Area:	5yr	12.4cfs
Disturbed Area:	10yr	14.4cfs
Rv Value:	25yr	16.9cfs
	50yr	18.8cfs
	100yr	20.7cfs



Curve Data					
Curve	Delta	Length	Radius	Chord	
C1	29°11'16"	201.22'	395.00'	N26°23'57"E	199.05'
C2	2°35'08"	5.59'	123.90'	N73°54'06"E	5.59'



CIVIL SITE

DESIGN GROUP

ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS

610 SOUTHGATE AVENUE SUITE 400 FRANKLIN, TN 37069



OVERALL GRADING AND DRAINAGE PLAN

DEVELOPMENT PLAN

CARDEL VILLAGE

PARCELS 16.00, 17.00 ON MAP 64

FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

REV.		COMMENTS	
		DEVELOPMENT PLAN SUBMITTAL	
		CITY COMMENTS	

DATE	
08/10/15	
09/03/15	

CWD	
BY: SKD	SKD
LEB	LEB

DRAWN	
BY: SKD	SKD
LEB	LEB

C5.00

JOB NO.: 15-079-01

CITY OF FRANKLIN PROJ# 5916

Sep 03, 2015 - 11:28am T:\CADD\2015\15-079-01\CADD\Civil\Development Plan\15-079-01_C6.00 Stormwater Management Plan.dwg



Site Utility Notes:

- The sanitary sewer line shall be PVC-SDR 35. The domestic water line shall be Type K copper. The public water line and the fire service line shall be class 52 ductile iron pipe.
- Water meters shall be no deeper than 24" from the top of meter to proposed finished grade unless otherwise required by the local water department.
- Prior to submitting his bid, the contractor will be solely responsible for contacting owners of all affected utilities in order to determine the extent to which utility relocations and/or adjustments will have upon the schedule of work for the project. While some work may be required around utility facilities that will remain in place, other utility facilities may need to be adjusted concurrently with the contractor's operations.
- The contractor shall comply with all pertinent provisions of the Manual of Accident Prevention and Construction issued by AGC of America.
- Provide a minimum 36" of cover over all water lines unless required otherwise by the local water department.
- All water lines, sewer lines, and appurtenances shall be of materials and construction that conform to the local water department/district's requirements and specifications.
- Coordinate the exact location of all utilities entering the building with the plumbing plans.
- Safeguard existing utilities from damage during construction of this project. In the event that special equipment is required to work over and around the utilities, the contractor will be required to furnish such equipment at no additional cost to the owner.
- Reduced Pressure Backflow Preventer (RPBP) or dual check valves will be required on all test and fill lines (jumper) needed for water main construction and must be approved by the local water department/district.
- All connections to existing manholes shall be by the coring and resilient seal method.
- Before connections are made into existing utilities, the new lines are to be flushed and tested by the contractor in accordance with the local water department/district specifications.
- The contractor shall adjust the alignment of the water lines (horizontally and/or vertically) to allow the required bracing at bends and tees.
- The contractor shall provide all horizontal and vertical bends to attain the alignment indicated on the plans. Provide vertical bends where necessary to allow water lines to pass under or over other utility lines. (All bends and braces needed may not be actually shown). Provide bracing and/or rodding at all bends and tees as required by local utility department/district.
- Contractor shall mark the location of all new PVC lines with #8 wire.
- The location of existing utilities shown on these plans are approximate only. The contractor shall notify each individual utility owner of his plan of operation in the area of the utilities. Prior to commencing work, the contractor shall contact the utility owners and request them to properly locate their respective utility on the ground in the area of private utility lines. The contractor shall have an underground locator mark the location of the existing lines. This notification shall be given at least three (3) business days prior to commencement of operations around the utility.
- Fire hydrant assemblies include the appropriate sized tee (with kicker), 6" line to hydrant, 6" gate valve (with valve box), and fire hydrant (with kicker). Hydrants shall be installed at locations within 7 feet of the curb, (minimum of 2 feet behind curb).
- Where drainage or utility lines occur in proposed fill areas, the fill material shall be placed and compacted in accordance with the specifications and the Geotechnical Engineer recommendations prior to installation of drainage or utility lines. Fill is to be inspected by a professional Geotechnical Engineer testing firm employed by the owner. Results of the test shall be furnished to the owner's representative. Contractor shall pay for any retesting.
- The contractor shall field verify the exact horizontal and vertical location of existing manholes, sanitary sewer lines, and water lines at the point of connection prior to the commencement of construction or ordering materials, report any discrepancies to the engineer immediately.
- Repair existing pavement, curbs, walks, landscaping, etc. that are damaged by construction activities to a like new condition at no additional cost to the owner.
- Sanitary sewer services shall be 6" diameter PVC (SDR 35) at a minimum slope of 1.0% unless shown otherwise on the drawings. Lines shall start 5' beyond the buildings. Coordinate connection points with the building plumbing drawings. Provide a minimum 30" of cover over all sewer services in grass areas and 48" of cover in paved areas.
- Some utilities can be located by call the "Tennessee One Call" System, Inc. The contractor shall call "Tennessee One Call" (1-800-351-1111) 72 hours prior to proceeding with any excavation.
- The concrete caps and encasements on water and sewer lines shall be a minimum of 6" thick. Use 3000 PSI concrete.
- The contractor shall be responsible for coordinating the sequencing of construction for all utility lines so that water lines do not conflict with sanitary sewers, sanitary sewer services, storm sewers, or any other utility or structure, existing or proposed.
- All trenches cut in existing roads or drives shall utilize a clean saw cut and shall be backfilled (100%) to final sub grade with #57 stone. Repair pavement in accordance with the local governing agency requirements.
- Existing manholes located in fill/cut areas shall be adjusted to ensure that the top of casting is flush with the finished grade.
- The contractor shall maintain 10 feet horizontal separation between sanitary sewer lines and water lines. Where these criteria cannot be met, the contractor shall maintain 18" vertical separation between water and sewer lines.
- Any proposed fire line shall be installed by a sprinkler contractor licensed in the State of Tennessee. The fire line shall be flushed and tested in accordance with NFPA requirements.
- Any proposed gas line construction and installation shall be coordinated with the local gas by the contractor.
- Any proposed electric line construction and installation shall be coordinated with the local electric company by the contractor.
- Any proposed telephone line construction and installation shall be coordinated with the local telephone company by the contractor.
- Any siamese stand pipe to be galvanized steel.
- The flow test information shown on this plan is for general information purposes only. It shall be the sprinkler designer / contractor's responsibility to have their own flow test performed and their sprinkler design shall be based on their flow test.
- A double detector check valve assembly is located outside of the building the pit shall include a 1/4 hp sump pump. Use Myers model S25 or approved equal. Discharge pipe shall extend to the surface and be directed toward the street. Provide a 12-inch by 12-inch by 4-inch thick concrete splash pad at the discharge point. The contractor shall coordinate with the electrical contractor to insure electrical service is provided from the building to the pit for electrical service for the pump.
- A reduced pressure backflow preventer is located outside of the building it shall be installed with a heated enclosure. Enclosure shall be a safe-t-cover (6-inch model) with heat or approved equal. Heat shall be safe-t-cover model hcr2000-120 (2,000 watt, 120 volt, single phase, 16.66 amp) or approved equal. The contractor shall confirm the enclosure model number with the safe-t-cover supplier based on the model / manufacturer of backflow preventer that the contractor is using. The contractor shall coordinate with the electrical contractor to insure electrical service is provided from the building to the enclosure for electrical service for the heat.
- Any 1-inch irrigation reduced pressure backflow preventer shall be installed with a heated enclosure. Enclosure shall be a Safe-T-Cover (1-inch model) with heat or approved equal. Heat shall be Chromalox self-regulating heating cable (5 watt per foot, 120 volt, 10 amp) or approved equal. The contractor shall confirm the enclosure model number with the Safe-T-Cover supplier based on the model / manufacturer of backflow preventer that the contractor is using. The contractor shall coordinate with the electrical contractor to insure electrical service is provided from the building to the enclosure for electrical service for the heat.
- The contractor shall have the meters, backflow devices and enclosures approved by Franklin Water Management before ordering or installing.
- City of Franklin is not a member of the Tennessee One Call utility location system. Contact City of Franklin directly to locate City of Franklin utilities.
- If irrigation is provided it will require a separate tap, meter and RPBP.

Franklin Water & Sewer General Notes:

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

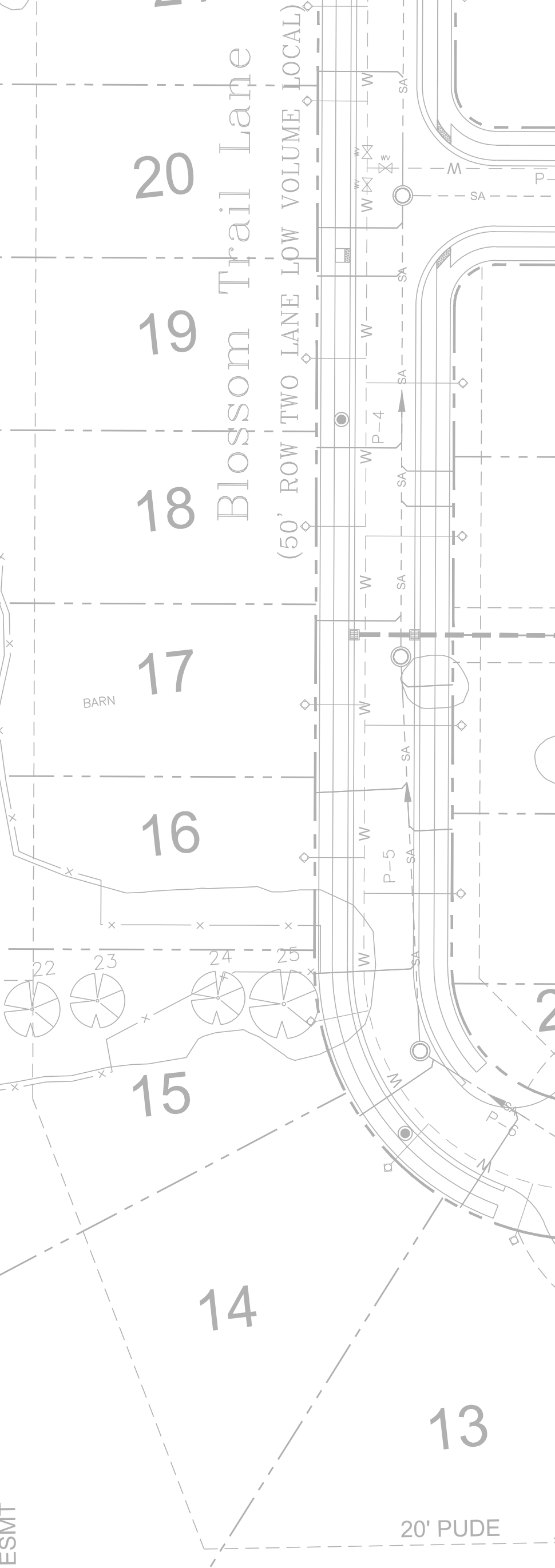
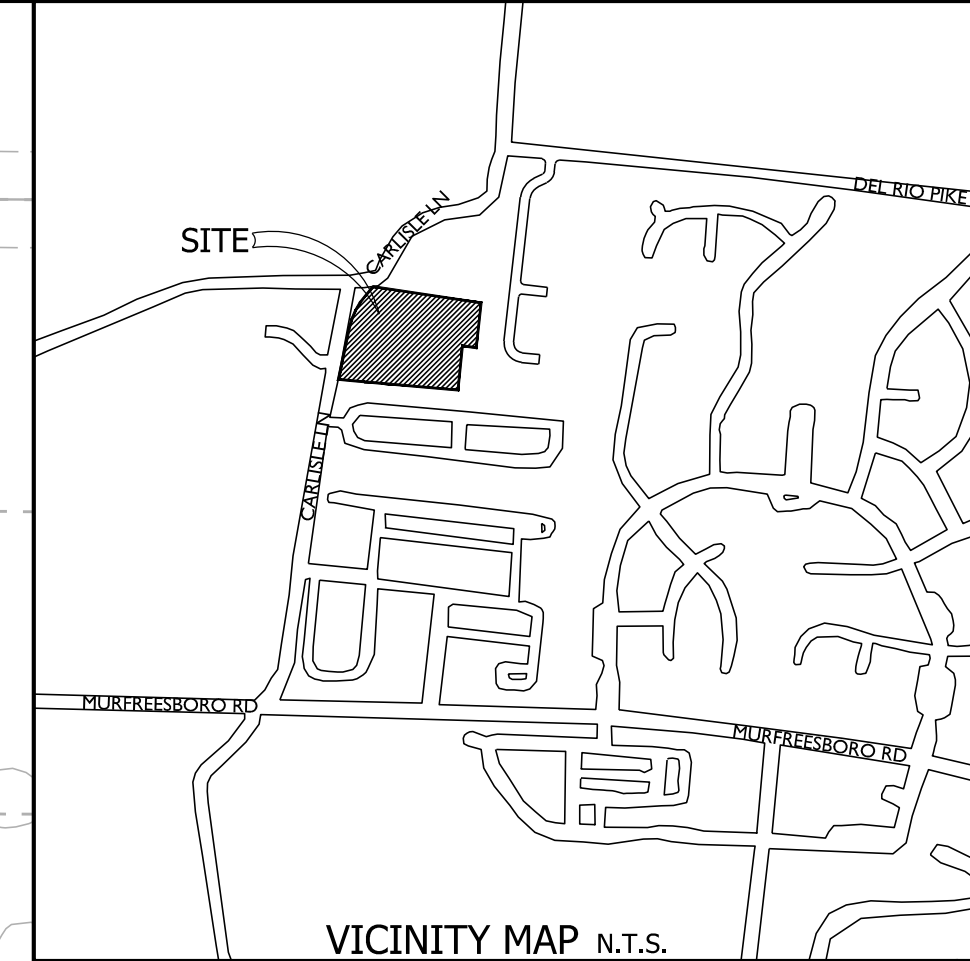
WATER & SEWER DATA CHART

Facility Type: PUBLIC
Unit Flow in GPD: 350 GPD per HOUSE
Number of Units: 20
Total Flow in GPD: 7,000 GPD

WATER & SEWER
City of Franklin Water Management Dept.
contact: _____
PH: (615) 794-4554

ELECTRIC
Middle Tennessee Electric
Membership Corp.
contact: **Russell Lane**
PH: 615-453-3085

GAS
Atmos Energy
contact: **Walt Miller**
PH: 615-754-2596 ext.324



TENNESSEE STATE PLANE
COORDINATE SYSTEM,
ZONE 1100, NAD 83
DATUM

PROJECT BENCHMARK:
DESCRIPTION:
ELEVATION:

CIVIL SITE
DESIGN GROUP
ENGINEERS • PLANNERS • LANDSCAPE ARCHITECTS
610 SOUTH GALLATIN AVENUE, SUITE 200, FRANKLIN, TN 37069

SEAN K. DECONTE
REGISTERED PROFESSIONAL ENGINEER
No. 000106250
STATE OF TENNESSEE
09/03/15

OVERALL UTILITY PLAN
DEVELOPMENT PLAN
CARDEL VILLAGE

PARCELS 16.00, 17.00 ON MAP 64
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

REV.	COMMENTS	DATE
	DEVELOPMENT PLAN SUBMITTAL	08/10/15
	CITY COMMENTS	09/03/15

DRAWN
BY: LEB
CHECKED
BY: LEB

CHECKED
BY: SKD
APPROVED
BY: SKD

C7.00

JOB NO.: 15-079-01
CITY OF FRANKLIN PROJ# 5916

NOTE: AERIAL PHOTO, PARCEL LINES AND TOPOGRAPHIC INFORMATION PROVIDED BY CITY OF FRANKLIN GIS



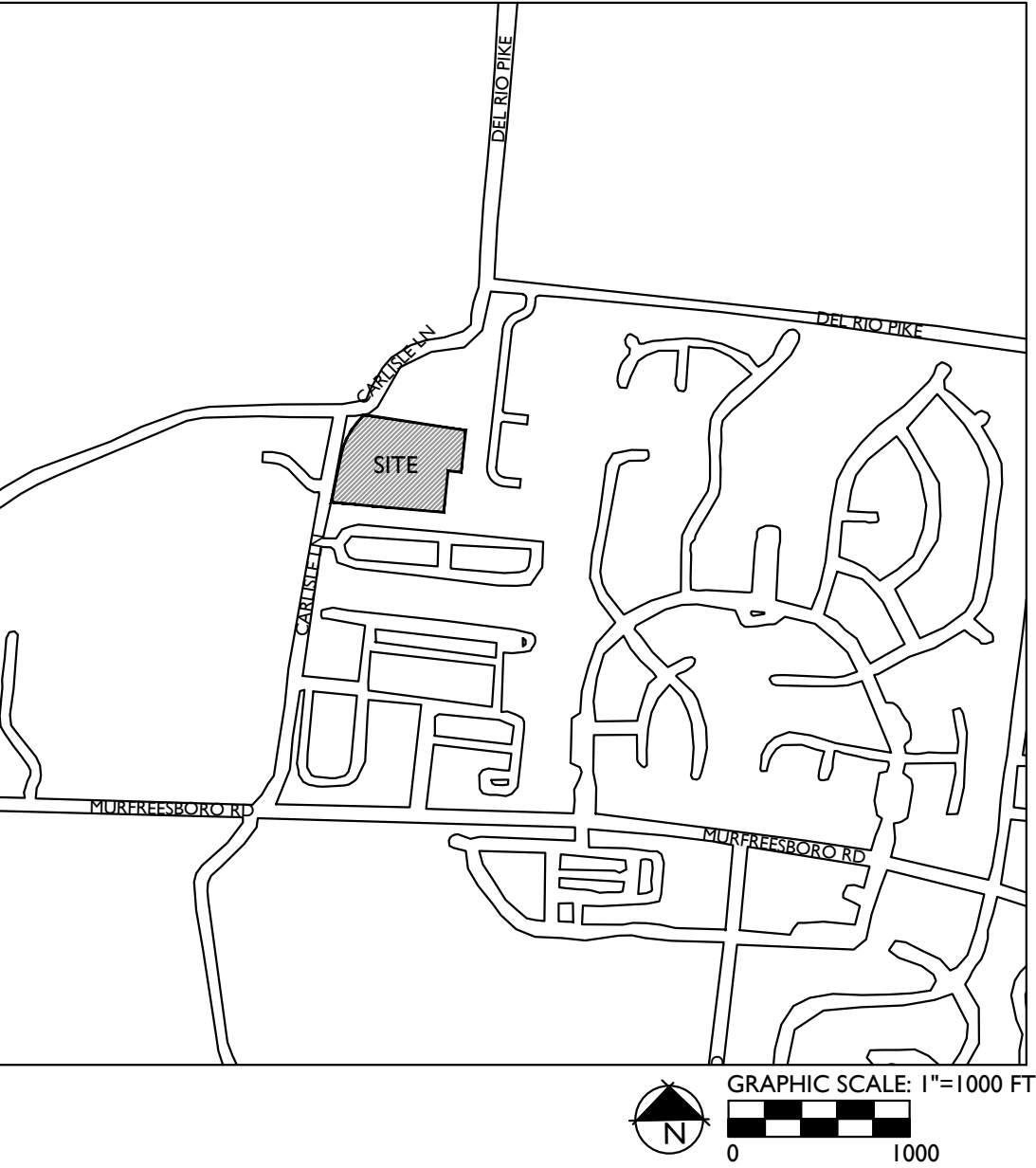
TYPICAL HOME ELEVATION

- 1. HOME STYLE WITH SIDE YARD DRIVEWAYS TO A GARAGE LOCATED AT THE REAR OF THE LOT, OR WITH A GARAGE THAT IS ACCESSED FROM AN ALLEY.
- 2. ONE TO TWO STORIES IN HEIGHT.
- 3. MATERIALS INCLUDE BRICK, SIMULATED STONE, CEMENTATIOUS SIDING, AND ARCHITECTURAL SHINGLES.
- 4. THESE ELEVATIONS HAVE BEEN DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF FRANKLIN'S ARCHITECTURAL DESIGN STANDARDS AND THE APPROVAL OF THE PLANNING COMMISSION/CITY OF FRANKLIN. CHANGES SHALL NOT BE MADE TO THE APPROVED ELEVATIONS UNLESS APPROVED BY EITHER THE CODES DIRECTOR OR THE PLANNING COMMISSION.
- 5. ELEVATIONS SHOWN ARE TYPICAL FOR THIS DEVELOPMENT. FINAL DESIGN PLANS SHALL BE SUBMITTED WITH THE REQUEST FOR BUILDING PERMITS AND SHALL INDICATE COMPLIANCE WITH THE CITY OF FRANKLIN'S ARCHITECTURAL DESIGN STANDARDS; SPECIFICALLY THE REQUIREMENT FOR EXPOSED FOUNDATIONS OR WATER TABLES/ELEVATED FINISHED FLOORS AND GARAGE DOOR SEPARATION/MAXIMUM WIDTHS.
- 6. BUILDINGS WITH SIDE ELEVATIONS FACING A PUBLIC RIGHT-OF-WAY SHALL HAVE WINDOWS AND ARCHITECTURAL FEATURES SIMILAR TO THE FRONT ELEVATION.
- 7. SINGLE FAMILY HOME SQUARE FOOTAGE RANGE: 2400 SF TO 4000 SF
- 8. THE FINISHED FLOOR ELEVATION OF THE FRONT FACADE TO BE A MINIMUM OF 18 INCHES ABOVE THE FINISHED GRADE.



The home elevations shown here are representative of the homes planned for Cardel Village. They are the basis for design review by the City of Franklin at the time of Site Plan Submittal. Based on my professional experience, the plans presented meet or exceed the design standards set forth by the City of Franklin.

Greg Gamble, Registered Landscape Architect.



Revisions:
SEPTEMBER 3, 2015

Drawing Notes:

GDC

GAMBLE

DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND

LANDSCAPE ARCHITECTURE

Date: AUGUST 10, 2015

CARDEL VILLAGE PUD SUBDIVISION
DEVELOPMENT PLAN
Parcels 16.00, 17.00 on Map 64
Franklin, Williamson County, Tennessee

GREGORY C. GAMBLE

REGISTERED

LANDSCAPE ARCHITECT

144 SOUTHEAST PARKWAY

SUITE 230

FRANKLIN, TENNESSEE 37064

GREG GAMBLE

greggamble209@gmail.com

615.975.5765

TYPICAL
ARCHITECTURE

A 1.0

ORDINANCE 2015-52

AN ORDINANCE TO REZONE 21.31 ACRES INTO THE HEIGHT OVERLAY DISTRICT (HTO) FOR THE PROPERTIES LOCATED AT 1000 CORPORATE CENTRE DRIVE AND 501 CORPORATE DRIVE.

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

WHEREAS, the HTO zoning overlay is compatible with surrounding land uses and appropriate for this location; and

WHEREAS, the zoning is reviewed and approved by BOMA, after a recommendation from the FMPC.

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, zoned Height Overlay District (HTO):

LEGAL DESCRIPTION OF: 10.04

A tract of land in the 8th District, City of Franklin, Williamson County, Tennessee, tract being Lot 372 of Cool Springs East Subdivision as recorded in Plat Book 25, Page 80, Register's Office Williamson County, Tennessee,(ROWC). Said tract being bounded on the north by Lot 698 of the Final Plat of Cool Springs East Subdivision Section 2, Revision 2 as recorded in Plat Book 46, Page 79, ROWC and Lot 705 of Cool Springs East Subdivision, Section 35, Revision 5, as recorded in Plat Book 49, Page 54, ROWC, on the east by Lot 369 of said Cool Springs East Subdivision and by Corporate Centre Drive and on the south and west by Lot 370 of said Cool Springs East Subdivision. Tract being described as follows:

POINT OF BEGINNING being a P.K. Nail (old) being the northeastern corner of said lot 370 and the southeastern corner the herein described lot; thence South 68° 16' 07" West 222.48 feet to a point; thence North 21° 43' 53" West 25.00 feet to a point; thence South 68° 16' 07" West 301.88 feet to a point; thence South 78° 29' 03" West 76.20 feet to a point; thence with a curve to the left having a central angle of 08° 12' 14", a radius of 632.95 feet, a length of 90.63 feet, a tangent of 45.39 feet, and having a chord bearing and distance of North 17° 52' 53" West 90.55 feet to a point; thence North 30° 23' 00" West 276.96 feet to a point; thence North 33° 23' 52" West 42.22 feet to a point; thence North 31° 40' 25" West 127.69 feet to a point; thence North 21° 58' 53" East 302.65 feet to a point; thence South 79° 30' 06" East 34.72 feet to a point; thence South 59° 03' 42" East 390.00 feet to a point; thence South 86° 26' 51" East 520.00 feet to a point; thence South 22° 14' 48" West 275.94 feet to a point; thence with a curve to the left having a central angle of 135° 59' 43", a radius of 52.00 feet, a length of 123.43 feet, a tangent of 128.69 feet, and having a chord bearing and distance of South 44° 14' 34" West 96.43 feet to the point of beginning.

Tract contains 408,485 square feet or 9.38 acres.
Bearings based on Tennessee State Plane Coordinate System.

A tract of land in the 8th District, City of Franklin, Williamson County, Tennessee, tract being Lot 370 of Cool Springs East Subdivision as recorded in Plat Book 25, Page 80, Register's Office Williamson County, Tennessee (ROWC) . Said tract being bounded on the north by Corporate Centre Drive (Right of Way Varies)(ROW),by Lot 372 of Cool Springs East Subdivision as recorded in Plat Book 25, Page 80, (ROWC) and lot 705 of the Final Plat of Cool Springs East Subdivision Section 35, Revision 5 as recorded in Plat Book 49, Page 54, ROWC, on the east by Carothers Parkway ROW(Varies) and said lot 370, on the south by Cool Springs Boulevard ROW(Varies) and on the west by Interstate 65 ROW(Varies). Tract being described as follows:

POINT OF BEGINNING being a P.K. Nail (old) being the southeastern corner of said lot 372 and the northern corner the herein described lot; thence along the southern ROW of said Corporate Centre Drive with a curve, said curve turning to the left through $74^{\circ} 44' 05''$, a radius of 52.00 feet, a length of 67.83 feet, a tangent of 39.71 feet, and having a chord bearing and distance of South $61^{\circ} 06' 51''$ East 63.12 feet to a point; thence with a curve to the right having a central angle of $30^{\circ} 47' 54''$, a radius of 104.00 feet, a length of 55.90 feet, a tangent of 28.64 feet, and having a chord bearing and distance of South $83^{\circ} 04' 49''$ East 55.23 feet to a point; thence South $67^{\circ} 40' 55''$ East 65.64 feet to a point; thence on a curve to the right having a central angle of $05^{\circ} 41' 40''$, a radius of 970.00 feet, a length of 96.41 feet, a tangent of 48.24 feet, and having a chord bearing and distance of South $64^{\circ} 50' 05''$ East 96.37 feet to a point; thence South $61^{\circ} 59' 16''$ East 39.86 feet to a point; thence on a curve to the right having a central angle of $93^{\circ} 43' 21''$, a radius of 50.00 feet, a length of 81.79 feet, a tangent of 53.36 feet, and having a chord bearing and distance of South $15^{\circ} 07' 38''$ East 72.97 feet to a point; thence South $31^{\circ} 56' 09''$ West 93.22 feet to a point; thence South $34^{\circ} 55' 54''$ West 62.30 feet to a point; thence with a curve to the left having a central angle of $10^{\circ} 18' 45''$, a radius of 1747.00 feet, a length of 314.43 feet, a tangent of 157.64 feet, and having a chord bearing and distance of South $21^{\circ} 26' 58''$ West 314.01 feet to a point; thence South $19^{\circ} 26' 27''$ West 109.54 feet to a point; thence on a curve to the right having a central angle of $61^{\circ} 41' 26''$, a radius of 136.00 feet, a length of 146.43 feet, a tangent of 81.22 feet, and having a chord bearing and distance of South $60^{\circ} 22' 04''$ West 139.46 feet to a point; thence North $73^{\circ} 22' 49''$ West 31.92 feet to a point; thence North $65^{\circ} 59' 12''$ West 196.50 feet to a point; thence North $67^{\circ} 24' 36''$ West 261.42 feet to a point; thence North $27^{\circ} 48' 50''$ West 101.69 feet to a point; thence North $05^{\circ} 46' 39''$ West 187.89 feet to a point; thence with a curve to the left having a central angle of $20^{\circ} 24' 34''$, a radius of 622.95 feet, a length of 221.90 feet, a tangent of 112.14 feet, and having a chord bearing and distance of North $11^{\circ} 42' 40''$ West 220.73 feet to a point; thence North $30^{\circ} 23' 00''$ West 275.96 feet to a point; thence North $33^{\circ} 23' 52''$ West 42.10 feet to a point; thence North $31^{\circ} 40' 25''$ West 194.23 feet to a point; thence on a curve to the right having a central angle of $20^{\circ} 58' 57''$, a radius of 1029.35 feet, a length of 376.96 feet, a tangent of 190.62 feet, and having a chord bearing and distance of North $17^{\circ} 39' 16''$ West 374.86 feet to a point; thence South $37^{\circ} 10' 09''$ East 113.39 feet to a point; thence South $79^{\circ} 29' 24''$ East 205.28 feet to a point; thence South $21^{\circ} 58' 53''$ West 302.65 feet to a point; thence South $31^{\circ} 40' 25''$ East 127.69 feet to a point; thence South $33^{\circ} 23' 52''$ East 42.22 feet to a point; thence South $30^{\circ} 23' 00''$ East 276.96 feet to a point; thence on a curve to the right having a central angle of $08^{\circ} 12' 14''$, a radius of 632.95 feet, a length of 90.63 feet, a tangent of 45.39 feet, and having a chord bearing and distance of South $17^{\circ} 52' 53''$ East 90.55 feet to a point; thence North $78^{\circ} 29' 03''$ East 76.20 feet to a point; thence North $68^{\circ} 16' 07''$ East 301.88 feet to a point; thence South $21^{\circ} 43' 53''$ East 25.00 feet to a point; thence North $68^{\circ} 16' 07''$ East 222.48 feet to the point of beginning.

Tract contains 518,853 square feet or 11.91 acres.

Bearings based on Tennessee State Plane Coordinate System.

Zoning Reference Number:

Map--Parcel	Acres
062---01004	9.38
062---01009	11.93
TOTAL	± 21.31

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 RECOMMENDED APPROVAL: 09/24/15

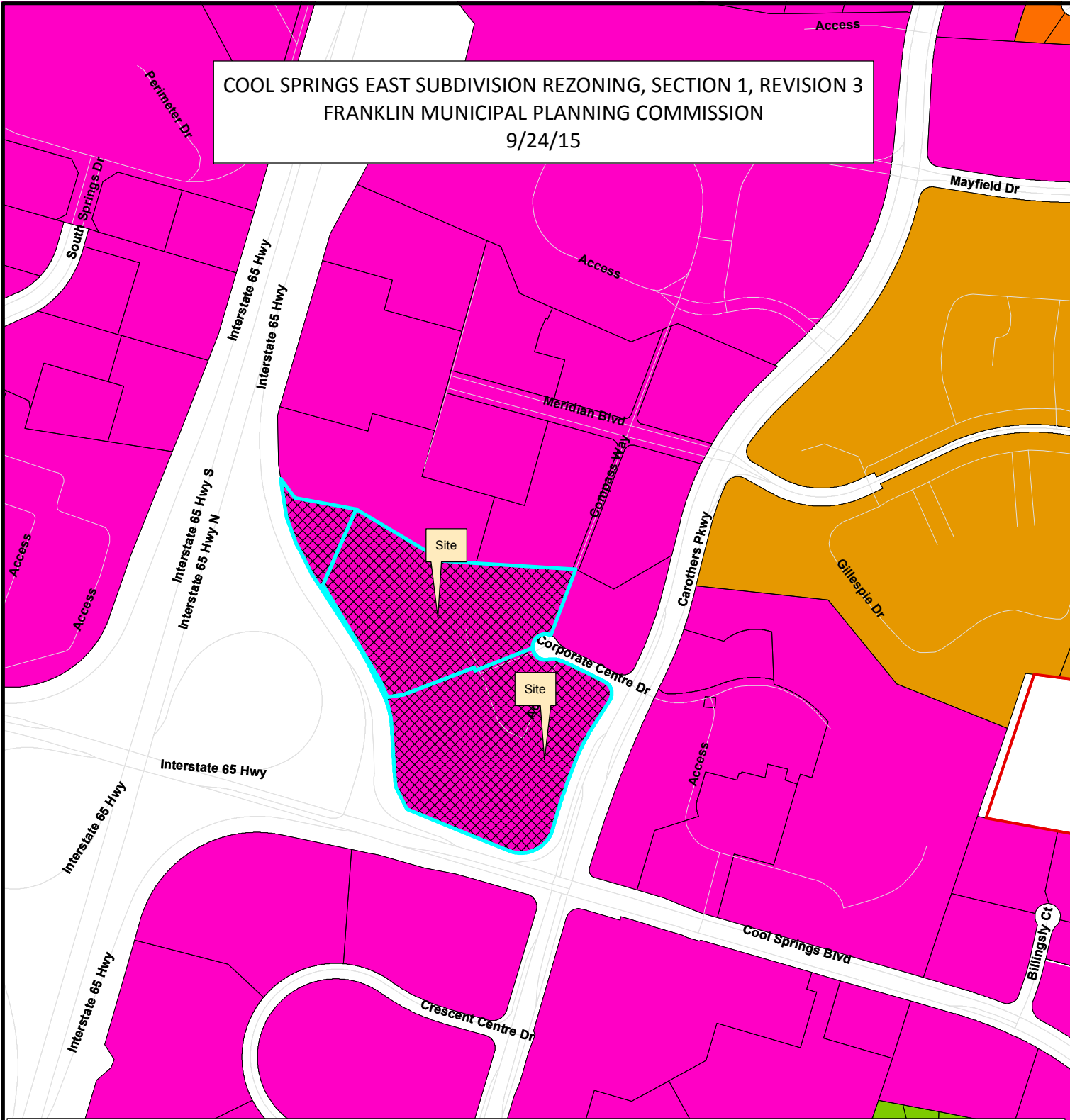
PASSED FIRST READING: 10-13-2015

PUBLIC HEARING HELD: 11-10-2015

PASSED SECOND READING: 11-10-2015

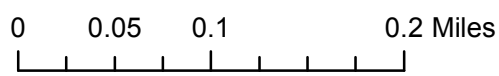
PASSED THIRD READING:

COOL SPRINGS EAST SUBDIVISION REZONING, SECTION 1, REVISION 3
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 9/24/15



1000 and 501 Corporate Centre Drive

- | | | | |
|--|--|--|-------------------------------------|
| | 1000 and 501 Corporate Centre Drive | | GC General Commercial District |
| | AG Agricultural District | | LI Light Industrial District |
| | ER Estate Residential | | HI Heavy Industrial District |
| | R-1 Residential District | | CI Civic and Institutional District |
| | R-2 Residential District | | GO General Office District |
| | R-3 Residential District | | CC Central Commercial District |
| | R-6 Historic Core Residential District | | NC Neighborhood Commercial District |
| | RM-10 Attached 10 Residential District | | |
| | RM-15 Attached 15 Residential District | | |
| | RM-20 Attached 20 Residential District | | |
| | SD-R Specific Development-Residential | | |
| | SD-X Specific Development-Variety | | |
| | OR Office Residential District | | |



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. All data and materials (c) copyright 2014. All rights reserved.

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHD BEARING
C1	67.83'	52.00'	74°44'05"	39.71'	63.12'	S61°06'51"E
C2	55.90'	104.00'	30°47'54"	28.64'	55.23'	S83°04'49"E
C3	96.41'	970.00'	5°41'40"	48.24'	96.37'	S64°50'05"E
C4	81.79'	50.00'	93°43'21"	53.36'	72.97'	S15°07'38"E
C5	314.43'	1747.00'	10°18'45"	157.64'	314.01'	S21°26'58"W
C6	146.43'	136.00'	61°41'26"	81.22'	139.46'	S62°22'04"W
C7	221.90'	622.95'	20°24'34"	112.14'	220.73'	N11°42'40"W
C8	376.96'	1029.35'	20°58'57"	190.62'	374.86'	N17°39'16"W
C9	90.63'	632.95'	8°12'14"	45.39'	90.55'	S17°52'53"E
C10	123.43'	52.00'	135°59'43"	128.69'	96.43'	S44°14'34"W

PROBABLE IMPACT OF REZONING ON THE FOLLOWING:

1. SEWER FACILITIES
SEWER SERVICE IS CURRENTLY PROVIDED BY THE CITY OF FRANKLIN. ANTICIPATED FLOW FOR PROPOSED DEVELOPMENT IS APPROXIMATELY 36,000 gpd. ALL PUBLIC SEWER LINES SHALL BE IN A 20' EASEMENT.
2. WATER FACILITIES
WATER SERVICE IS CURRENTLY PROVIDED BY MALLORY VALLEY UTILITY DISTRICT. ANTICIPATED FLOW FOR PROPOSED DEVELOPMENT IS APPROXIMATELY 36,000 gpd.
3. STREETS AS SHOWN ON THE MAJOR THOROUGHFARE PLAN
THIS SITE HAS ACCESS TO CAROTHERS PARKWAY WHICH IS CLASSIFIED AS A MAJOR ARTERIAL. THE APPLICANT SHALL IDENTIFY AND MITIGATE SPECIFIC IMPACTS FOR TRANSPORTATION IN THE TRAFFIC IMPACT STUDY WHICH IS TO BE SUBMITTED WITH THE INITIAL SITE PLAN.

SITE DATA

PROJECT NAME:	MERIDIAN ONE AND TWO, COOL SPRINGS EAST SUBDV.
PROJECT NUMBER:	COF No. 5920
SUBDIVISION:	COOL SPRINGS EAST SUBDIVISION, SECT. ONE
LOT NUMBER:	370 & 372
ADDRESS:	1000 CORPORATE CENTRE DRIVE
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	WILLIAMSON COUNTY TAX MAP 062;
MAP, GROUP AND PARCEL NUMBER:	PARCELS 01009 & 01004 GC (GENERAL COMMERCIAL DISTRICT) GC (GENERAL COMMERCIAL DISTRICT) MCEWEN (MCO-4) NONE HTO (HEIGHT OVERLAY DIST.) CONVENTIONAL OFFICE OFFICE & HOTEL
EXISTING ZONING:	
PROPOSED ZONING:	
CHARACTER AREA OVERLAY:	
OTHER APPLICABLE OVERLAYS:	
REQUESTED OVERLAY:	
APPLICABLE DEVELOPMENT STANDARDS:	
EXISTING LAND USE:	
PROPOSED LAND USE:	
ACREAGE AND SQUARE FOOTAGE OF SITE:	
PARCEL 01004	9.38 AC. (408,462 SQ. FT.)
PARCEL 01009	11.93 AC. (519,849 SQ. FT.)
MINIMUM REQUIRED SETBACK LINES:	
YARD FRONTING ON ANY STREET	50
FRONT YARD	50
SIDE YARD	25
REAR YARD	40
OWNER:	BOYLE INVESTMENT CO.
ADDRESS:	2000 MERIDIAN BLVD., SUITE 250 FRANKLIN, TN 37067
PHONE NO.	615.590.6150
CONTACT NAME:	Mr. JEFF HAYNES
EMAIL ADDRESS:	jhaynes@boyle.com

APPLICANT:	LITTLEJOHN AN S&ME COMPANY
ADDRESS:	1935 21st AVE. SOUTH NASHVILLE, TN 37212
PHONE NO.	615.385.4144
CONTACT NAME:	Mr. JACK PARKER
EMAIL ADDRESS:	jparker@leainc.com
BUILDING SQUARE FOOTAGE:	10 STORIES (EXISTING)
BUILDING HEIGHT:	0.30
FLOOR AREA RATIO OF SITE:	0.30
MINIMUM LANDSCAPE SURFACE RATIO:	0.30
LANDSCAPE SURFACE RATIO:	SEE BELOW (SHARED PARKING M.O.S.)
MINIMUM PARKING REQUIREMENT:	1,808 SPACES
TOTAL PARKING REQUIRED:	N/A
MAXIMUM PARKING LIMIT:	N/A
BIPOLE PARKING REQUIRED:	SEE BELOW
BIPOLE PARKING PROVIDED:	N/A
PARKING PROVIDED:	24% PRESERVATION REQUIRED
RESIDENTIAL DENSITY:	5% FORMAL O.S., -46,416 S.F., 1.07 AC.
TREE CANOPY:	
PARKLAND:	
OPEN SPACE:	
PARKING PROVIDED:	
EXISTING OFFICE I & II PARKING:	636 SPACES
OFFICE I	671 SPACES
OFFICE II	1,297 SPACES
EXISTING PARKING TOTAL:	

FOUR CORP CENTRE ACQ CO
PARCEL ID: 062---01010
ZONING: GC-GENERAL COMMERCIAL
CHARACTER OVERLAY: MCEWEN CHARACTER AREA

THREE CORPORATE CENTRE ACQ CO
PARCEL ID: 062---01005
ZONING: GC-GENERAL COMMERCIAL
CHARACTER OVERLAY: MCEWEN CHARACTER AREA

WILLIAMSON CO INDUSTRIAL DEV BOARD
PARCEL ID: 062---01107
ZONING: GC-GENERAL COMMERCIAL
CHARACTER OVERLAY: MCEWEN CHARACTER AREA

CITY OF FRANKLIN
PARCEL ID: 062---01111
ZONING: GC-GENERAL COMMERCIAL
CHARACTER OVERLAY: MCEWEN CHARACTER AREA

CITY OF FRANKLIN
PARCEL ID: 062---01115
ZONING: GC-GENERAL COMMERCIAL
CHARACTER OVERLAY: MCEWEN CHARACTER AREA

PINNACLE NASHVILLE REAL ESTATE INC
PARCEL ID: 062---01115
ZONING: GC-GENERAL COMMERCIAL
CHARACTER OVERLAY: MCEWEN CHARACTER AREA

HRLP COOL SPRINGS LLC
PARCEL ID: 062---01112
ZONING: GC-GENERAL COMMERCIAL
CHARACTER OVERLAY: MCEWEN CHARACTER AREA

FRANKLIN COOL SPRINGS CORP
PARCEL ID: 054---00602
ZONING: SD-R (SPECIFIC DEVELOPMENT RESIDENTIAL)
CHARACTER OVERLAY: MCEWEN CHARACTER AREA

BOYLE 1175 MERIDIAN JOINT VENTURE
PARCEL ID: 053---14300
ZONING: GC-GENERAL COMMERCIAL
CHARACTER OVERLAY: MCEWEN CHARACTER AREA

BOYLE 2555 MERIDIAN JOINT VENTURE
PARCEL ID: 053---14304
ZONING: GC-GENERAL COMMERCIAL
CHARACTER OVERLAY: MCEWEN CHARACTER AREA

BOYLE 5000 MERIDIAN JOINT VENTURE
PARCEL ID: 053---14309
ZONING: GC-GENERAL COMMERCIAL
CHARACTER OVERLAY: MCEWEN CHARACTER AREA

MHF COOL SPRINGS IV, LLC
PARCEL ID: 053---13207
ZONING: GC-GENERAL COMMERCIAL
CHARACTER OVERLAY: MCEWEN CHARACTER AREA

KRG COOL SPRINGS, LLC
PARCEL ID: 053---10801
ZONING: GC-GENERAL COMMERCIAL
CHARACTER OVERLAY: MCEWEN CHARACTER AREA

PARCEL 10.04 / LOT 372
9.38 AC. (408,462 S.F.)

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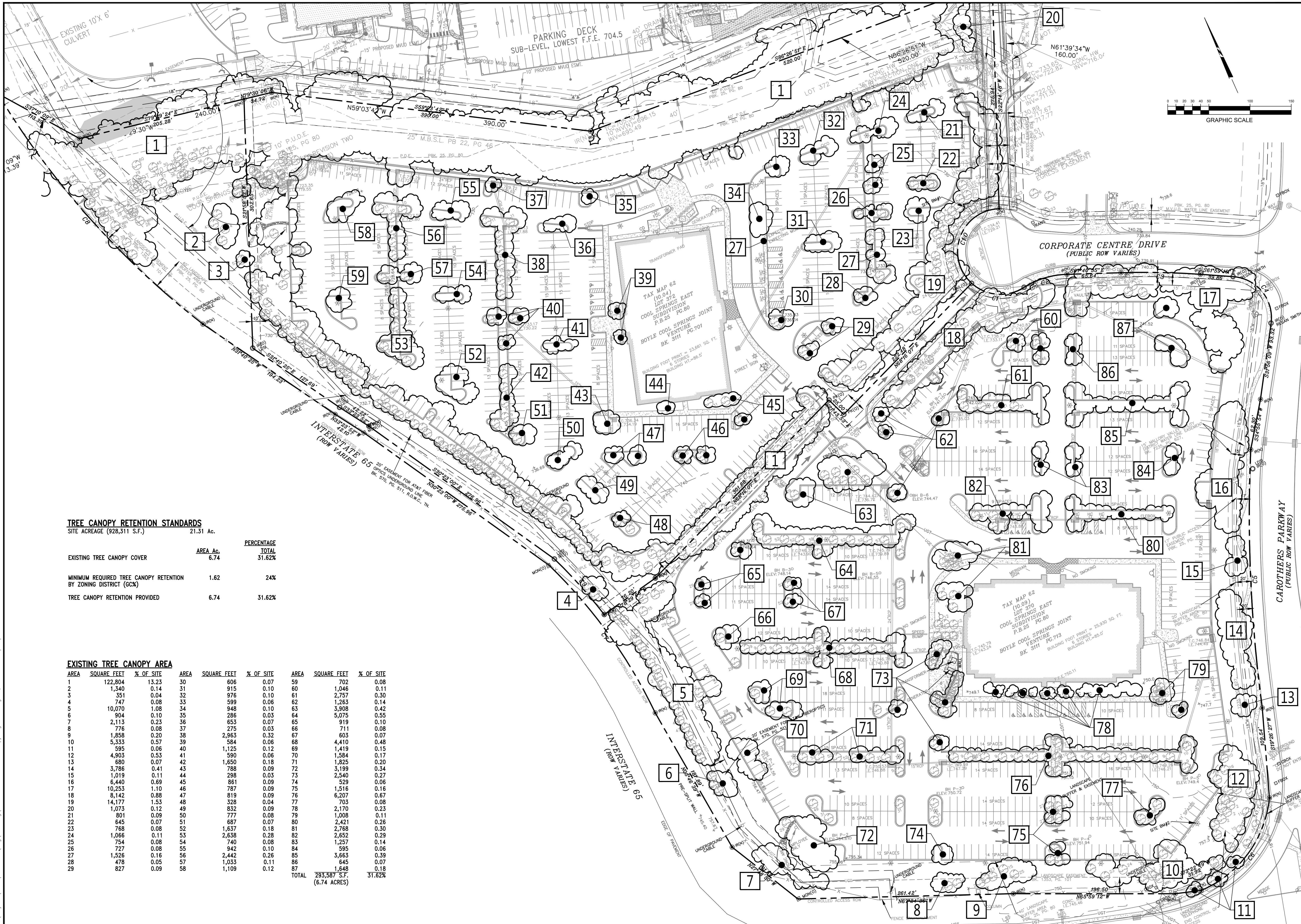
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TREE CANOPY RETENTION STANDARDS			
SITE ACREAGE (928,311 S.F.)		21.31 Ac.	
EXISTING TREE CANOPY COVER	AREA Ac.	6.74	
	PERCENTAGE	31.62%	
MINIMUM REQUIRED TREE CANOPY RETENTION BY ZONING DISTRICT (GCX)	1.62	24%	
TREE CANOPY RETENTION PROVIDED	6.74	31.62%	

EXISTING TREE CANOPY AREA			
AREA	SQUARE FEET	% OF SITE	
1	122,804	13.23	30
2	1,340	0.14	31
3	351	0.04	32
4	747	0.08	33
5	10,070	1.08	34
6	904	0.10	35
7	2,113	0.23	36
8	776	0.08	37
9	1,858	0.20	38
10	5,333	0.57	39
11	8,142	0.88	40
12	4,903	0.53	41
13	680	0.07	42
14	3,786	0.41	43
15	1,019	0.11	44
16	6,440	0.69	45
17	10,253	1.10	46
18	8,142	0.88	47
19	14,177	1.53	48
20	1,073	0.12	49
21	801	0.09	50
22	645	0.07	51
23	768	0.08	52
24	1,066	0.11	53
25	754	0.08	54
26	727	0.08	55
27	1,526	0.16	56
28	478	0.05	57
29	827	0.09	58
30	606	0.07	59
31	915	0.10	60
32	976	0.10	61
33	599	0.06	62
34	948	0.10	63
35	286	0.03	64
36	653	0.07	65
37	275	0.03	66
38	2,965	0.32	67
39	584	0.06	68
40	1,125	0.12	69
41	590	0.06	70
42	1,650	0.18	71
43	788	0.09	72
44	298	0.03	73
45	861	0.09	74
46	787	0.09	75
47	819	0.09	76
48	328	0.04	77
49	832	0.09	78
50	777	0.08	79
51	687	0.07	80
52	1,637	0.18	81
53	2,638	0.28	82
54	740	0.08	83
55	942	0.10	84
56	2,442	0.26	85
57	1,033	0.11	86
58	1,109	0.12	87
TOTAL		293,587 S.F.	31.62%
		(6.74 ACRES)	

Littlejohn
An S&ME Company

1935 21st Avenue South, Nashville, Tennessee 37212
T 615.385.4144 F 615.385.4020 www.littlejohn.com

COF Project No. 5920

MERIDIAN REZONING

COOL SPRINGS BLVD. - CAROTHERS PKWY.

Franklin, Williamson County, Tennessee

BOYLE INVESTMENT CO.

2000 Meridian Boulevard
Suite 250
Franklin, TN 37067

DATE: 08.26.2015

REVISIONS: 20140454

L1.0

EXISTING TREE CANOPY

ORDINANCE 2015-53

TO BE ENTITLED: “AN ORDINANCE TO AMEND THE ZONING ORDINANCE OF THE CITY OF FRANKLIN, TENNESSEE, CHAPTER 3, SECTION 3.3, SUBSECTION 3.3.1 (3) PERTAINING TO LOT MEASUREMENTS AND AMEND CHAPTER 3, SECTION 3.3, SUBSECTION 3.3.3, TABLE 3-6 ENTITLED “SITE DEVELOPMENT STANDARDS FOR RESIDENTIAL BUILDING TYPES IN CONVENTIONAL AREAS [1], [2], [3], [10]” AND TABLE 3-8 ENTITLED “SITE DEVELOPMENT STANDARDS FOR TRADITIONAL AREAS [1], [2], [3]” TO ADD MINIMUM LOT FRONTAGE REQUIREMENTS FOR RESIDENTIAL DETACHED.”

WHEREAS, the City of Franklin has sound design principles for residential neighborhoods that foster a sense of community; and

WHEREAS, the City’s predominant detached residential character consists of homes that address the street, unless there is a particular design approach that utilizes the Planned Unit Development process; and

WHEREAS, there is a growing occurrence for a lot within an existing, established neighborhood to be re-platted to allow a new lot to be created in its backyard, resulting in a full-sized house located behind an existing house; and

WHEREAS, structures located behind principal dwellings in the rear yard space should be ancillary and subordinate (“accessory”) to the primary dwelling fronting the street; and

WHEREAS, a house fronting a backyard reduces the backyard privacy for the principal dwelling as well as neighboring properties on either side; and

WHEREAS, homes should have reasonable access to the street for safety purposes and easement-only access can become problematic; and

WHEREAS, this text amendment adds a minimum lot frontage requirement for street- and alley-loaded detached residential properties; and

WHEREAS, this text amendment is in the best interest of the citizens of Franklin.

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

SECTION I. That Chapter 3, Section 3.3, Subsection 3.3.1 (3) of the Franklin Zoning Ordinance is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**, and is approved to read as follows:

(3) ~~Lot Width Measurements~~

(a) Lot Width

Lot width is the distance between the side lot lines measured at the point of the ~~front~~ **building Front Yard Setback** line.

(b) Lot Frontage

Lot frontage is the length of the front lot line measured at the street.

SECTION II. That Chapter 3, Table 3-6, Site Development Standards for Residential Building Types in Conventional Areas [1], [2], [3], [10], of the Franklin Zoning Ordinance is hereby amended to delete the following text noted with a ~~strike through~~, to add the following text noted in **bold**, and is approved to read as follows:

TABLE 3-6: SITE DEVELOPMENT STANDARDS FOR RESIDENTIAL BUILDING TYPES IN CONVENTIONAL AREAS [1], [2], [3], [10]

Standard			AG	ER	R-1	R-2	R-3	R-6	SD-R	SD-X	RM-10	RM-15	RM-20
Residential Detached (Street Loaded)	Front Yard and Side Street Setback (feet) [4] [5]	Local	100	75	60	40	25	25	30[9]	30[9]			
		Collector	150	100	90	75	60	35	40[9]	40[9]			
		Arterial/ Mack Hatcher	225	150	125	100	80	45	50[9]	50[9]			
	Side Yard Setback (feet) [6] [11]		50	35	25	[7]	[8]	[8]	[8][9]	[8][9]			
	Rear Yard Setback (feet)[6]		100	65	50	40	30	25	30[9]	30[9]			
	Minimum Lot Size (square feet)		1 per 15 acres	45,000	30,000	15,000	9,000	5,000	5,000[9]	5,000[9]			
	Minimum Lot Width (feet)		200	150	100	75	60	50	50[9]	50[9]			
	Minimum Lot Frontage (feet) [12]		160	120	80	60	48	40	40[9]	40[9]			
Residential Detached (Alley Loaded)	Front Yard and Side Street Setback (feet) [4] [5]	Local	100	75	60	40	25	25	30[9]	30[9]			
		Collector	150	100	90	75	60	35	40[9]	40[9]			
		Arterial/ Mack Hatcher	225	150	125	100	80	45	50[9]	50[9]			
	Side Yard Setback (feet) [6]		50	35	25	[7]	[8]	[8]	[8][9]	[8][9]			
	Rear Yard Setback (feet) [6]		100	65	50	40	30	25	30[9]	30[9]			
	Minimum Lot Size (square feet)		1 per 15 acres	45,000	30,000	15,000	9,000	5,000	4,000[9]	4,000[9]			
	Minimum Lot Width (feet)		200	150	100	75	60	50	40[9]	40[9]			

TABLE 3-6: SITE DEVELOPMENT STANDARDS FOR RESIDENTIAL BUILDING TYPES IN CONVENTIONAL AREAS [1], [2], [3], [10]

Standard			AG	ER	R-1	R-2	R-3	R-6	SD-R	SD-X	RM-10	RM-15	RM-20
	Minimum Lot Frontage (feet) [12]		160	120	80	60	48	40	40[9]	40[9]			
Residential Attached	Front Yard and Side Street Setback (feet) [4] [5]	Local							30[9]	30[9]	30	30	30
		Collector							40[9]	40[9]	40	40	40
		Arterial/Mack Hatcher							50[9]	50[9]	50	50	50
	Side Yard Setback (feet)								15 [9][11][12]	15 [9][11][12]	15 [11][12]	15 [11][12]	15 [11][12]
	Rear Yard/Alley Setback (feet)								30 [9]	30 [9]	25	25	25

NOTES:

- [1] For lots in recorded subdivisions or approved PUDs, the setbacks, lot sizes, and maximum densities shown in this table shall not apply, and the requirements shown on the Final Plat or approved PUD shall govern.
- [2] Unified developments may establish interior lot lines as necessary, provided that the bulk requirements along the outer boundaries of the development shall be retained as specified in this table.
- [3] Shaded cells indicate that no requirement exists.
- [4] Where the average front yard for existing buildings on the same block face is more than or less than the minimum required front yard, the minimum front yard shall instead be within 25 percent of the average front yard for existing buildings on the same block face.
- [5] In cases where a transitional feature is required, the minimum setback shall be in accordance with Subsection 5.3.4, Transitional Features.
- [6] Where an immediately adjacent existing building is set back less than the minimum required side or rear yard, the minimum side or rear yard requirement shall instead be the same as the immediately adjacent developed building, but not less than five feet. Buildings shall maintain a minimum spacing of ten feet.
- [7] Minimum of eight feet each side, minimum of 20 feet between dwellings.
- [8] Minimum of five feet each side, minimum 12 feet between dwellings.
- [9] Larger or smaller setbacks, **lot widths, lot frontages** and lot sizes, **beyond the range presented in this table**, are permitted in cases where topographical or natural constraints exist, or where a particular design approach warrants a different setback subject to Subsection 2.4.2, Planned Unit Developments.
- [10] Appurtenances may encroach into a side-yard provided they maintain a minimum setback of five feet from the property line and ten feet from principal structures on adjacent lots.
- [11] For unified developments, internal side setback shall be determined by the applicable Building and Fire Codes as adopted by the City of Franklin.
- [12] **The minimum lot frontage width shall be required to be maintained to the front yard setback line, at which point the minimum lot width shall apply. However, the minimum lot frontage requirement shall not apply to lots located on the turning radius of a cul-de-sac.**

SECTION III. That Chapter 3, Table 3-8, Site Development Standards for Traditional Areas [1], [2], [3], of the Franklin Zoning Ordinance is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**, and is approved to read as follows:

TABLE 3-8 SITE DEVELOPMENT STANDARDS FOR TRADITIONAL AREAS [1], [2], [3]

Standard	Residential Detached (Street Loaded)	Residential Detached (Alley Loaded)	Residential Attached	Mixed-Use	Nonresidential
Front Yard and Side Street Setback [4] [5] [6] [7]	10-30 feet	10-30 feet	0 or 5-25 feet	0–15 feet	0-20 feet
Side Yard Setback [8] [12]	5 feet	5 feet	[9] [13]	0-5 feet	0 feet

TABLE 3-8 SITE DEVELOPMENT STANDARDS FOR TRADITIONAL AREAS [1], [2], [3]

Rear Yard Setback [8]	5 feet	5 feet	5 feet	0 feet	0 feet
Main Body/Primary Facade Width (Maximum) [10]	50 feet	50 feet			
Minimum Lot Size	4,000 square feet	2,100 square feet			
Minimum Lot Width [5] [6] [11]	40-85 feet	30-70 feet			
Minimum Lot Frontage [5] [14]	40 feet	30 feet			

NOTES:

- [1] For lots in recorded subdivisions or approved PUDs, the setbacks and lot sizes, maximum densities, and primary façade widths shown in this table shall not apply, and the requirements shown on the final plat, the approved PUD, or conditions on existing lots shall govern.
- [2] Numbers shown as a range indicate a minimum and maximum (Example: 10-30). Shaded cells indicate that no requirement exists.
- [3] Unified developments may establish interior lot lines as necessary, provided that the bulk requirements of the outer boundaries of the development shall be retained as specified in this table.
- [4] For mixed-use and single-use nonresidential building types developed according to the traditional standards, the front building setback shall be measured from the back edge of the sidewalk, not the right-of-way line.
- [5] Larger or smaller setbacks, **lot widths, lot frontages** and lot sizes, beyond the range presented in this table, are permitted in cases where topographical or natural constraints exist, or where a particular design approach warrants a different setback, subject to Subsection 2.4.2, Planned Unit Developments.
- [6] In cases where a transitional feature is required, the minimum setback and lot width shall be in accordance with Subsection 5.3.4, Transitional Features.
- [7] The minimum setback from Mack Hatcher Parkway shall be 80 feet, and the minimum setback from Interstate 65 shall be 100 feet.
- [8] Where an immediately adjacent existing building is set back less than the minimum required side or rear yard, the minimum side or rear yard requirement shall instead be the same as the immediately adjacent developed building, but not less than five feet. Buildings shall maintain a minimum spacing of ten feet.
- [9] Minimum of zero feet each side, minimum ten feet between buildings.
- [10] Side or rear wings designed in accordance with Subsection 5.3.9 are exempt from the maximum width.
- [11] Corner lots may be up to 15 feet wider to accommodate porches or other architectural feature facing the street, and the maximum lot size shall not apply.
- [12] Appurtenances are permitted to encroach into a required front or rear yard setback up to six feet and within side yards up to five feet from the property line provided a minimum of ten feet between buildings is maintained.
- [13] Internal side setbacks shall be determined by the City of Franklin Building Code and or the City of Franklin Fire Code.
- [14] The minimum lot frontage width shall be required to be maintained to the front yard setback line, at which point the minimum lot width shall apply. However, the minimum lot frontage requirement shall not apply to lots located on the turning radius of a cul-de-sac.**

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: _____

By: _____

Eric Stuckey

Dr. Ken Moore

City Administrator/Recorder

Mayor

Approved as to form by:

Kristen Corn
Assistant City Attorney

PLANNING COMMISSION RECOMMENDED:

09-24-15

PASSED FIRST READING:

10-13-15

PASSED SECOND READING:

PUBLIC HEARING HELD:

PASSED THIRD READING:

September 15, 2015

TO: Franklin Municipal Planning Commission

FROM: Amanda Hall, Preservation Planner c/o Franklin Historic Zoning Commission

SUBJECT: Recommendation for Consideration of Ordinance 2015-53, "Minimum Lot Frontage Requirements for Residential Detached"

Purpose: The Franklin Historic Zoning Commission (HZC) respectfully requests that the Franklin Municipal Planning Commission consider favorable recommendation of the proposed Ordinance 2015-53, "Minimum Lot Frontage Requirements for Residential Detached."

Background: Increased infill development within the Central Franklin area has prompted the City to create an Infill Working Group to provide guidance to the staff in respect to neighborhood context and transitional features. One specific concern is the creation of new infill lots with incongruent lot frontages. The HZC has consulted the Executive Director of the Tennessee Historical Commission and State Historic Preservation Officer, E. Patrick McIntyre, Jr., to provide comment on the subject. The attached letter, dated August 27, 2015, notes that the increase of infill structures within National Register Historic Districts may compromise the balance between contributing structures (those that are fifty years old or older and retain their historic features) and non-contributing structures (those that are less than fifty years old or older buildings that have been substantially altered). If National Register Historic Districts undergo too many changes, they may lose eligibility for listing.

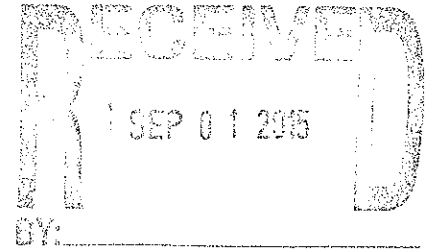
National Register Historic Districts are listed on the National Register of Historic Places (NRHP), the federal government's official list of places worthy of recognition and preservation. In addition to the honorific status placement on NRHP provides, listed properties may also be eligible for federal preservation tax credits. All listed properties are afforded additional protections, as any potential federal projects within the vicinity of the properties must undergo Section 106 Review by the State Historic Preservation Office and the Advisory Council on Historic Preservation. The City of Franklin hosts seven historic districts, four of which are listed on the NRHP:

- Adams Street Historic District
- Hincheyville Historic District
- Lewisburg Avenue Historic District
- Natchez Street Historic District

Recommendation: The HZC requests that the Franklin Municipal Planning Commission recommend approval of Ordinance 2015-53 to the Board of Mayor and Aldermen since the adoption of a minimal lot frontage will maintain the character of the historic districts through the reinforcement of the traditional lot widths, curb cuts, and building siting and orientation.



TENNESSEE HISTORICAL COMMISSION
STATE HISTORIC PRESERVATION OFFICE
2941 LEBANON ROAD
NASHVILLE, TENNESSEE 37214
OFFICE: (615) 532-1550
www.tnhistoricalcommission.org



August 27, 2015

The Honorable Ken Moore
Mayor, City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064

Dear Mayor Moore:

Mary Pearce of the Heritage Foundation asked the State Historic Preservation Office to comment on the subject of flag lots being approved in Franklin's National Register-listed historic districts. My understanding is that these lots allow new construction of any size to be erected on individual lots within the districts. If this construction is larger than the historic resource on the lot, it changes the sense of time and place in the district—a key defining characteristic. New construction also introduces a non-contributing resource into the district. If there are too many non-contributing resources--or more non-contributing resources than contributing-- the district may be removed from the National Register, as it no longer meets the criteria for which it was listed.

Historic districts are listed in the National Register of Historic Places for their architectural and/or historic significance. A National Register district is typically composed of resources (generally houses or commercial buildings) that are fifty years old or older and retain their historic features, including materials, design, and workmanship. These resources are considered contributing to the character of the district. Districts also contain non-contributing resources--those that are less than fifty years old, or older buildings that have been substantially altered.

Sometimes a National Register listed historic district undergoes so many changes that it ceases to meet the National Register criteria, and at which point it is no longer eligible for listing. This is a concern with the flag lots in Franklin's historic districts. I know that Franklin-- a community recognized across the nation for its stewardship of its historic neighborhoods--does not want to erode the character of this special city, and so that is why I am reaching out today. Thanks for your consideration, and please do not hesitate to contact me any time our office may be of service to you.

Sincerely,

E. Patrick McIntyre, Jr.
Executive Director and
State Historic Preservation Officer

Cc: Amanda Hall, Preservation Planner, City of Franklin
Eric Stuckey, City Administrator, City of Franklin
Mary Pearce, Executive Director, Heritage Foundation

RESOLUTION 2015-80

A RESOLUTION TO APPROVE THE DEVELOPMENT PLAN FOR 231 PUBLIC SQUARE PUD SUBDIVISION, WITH 1 MODIFICATIONS OF STANDARDS (MOS1-LOCATION OF DRIVE-THRU STRUCTURE), LOCATED AT 231 PUBLIC SQUARE, 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 10th day of November, 2015:

1. That the legal description of the property is as follows:

Map--Parcel	Acres
078C-F00100	0.31
078C-F00200	0.37
TOTAL	± 0.68

Description Tract 3

Land lying in the 9th Civil District of Franklin, Williamson County, Tennessee, being the property conveyed to the First Tennessee Bank

National Association, as evidenced by deed of record in book 825, page 565, and that portion of land lying between said First Tennessee Bank National Association property and the City of Franklin Tennessee property, of record in deed book 351, page 946, Register's office of Williamson County, Tennessee, and being more particularly described according to a survey by Michael K. Story of HFR Design, Inc. dated 10-10-14 as follows:

Beginning at a 5/8" iron pin with HFR cap (new) at the intersection of the southerly right-of-way line of East Main Street/Highway 31 with the easterly right-of-way line of Public Square, same being the northwesterly corner of said First Tennessee Bank National Association property; thence with the southerly right-of-way line of East Main Street/Highway 31, North 60 degrees 06 minutes 31 seconds East 133.99 feet to a 5/8" iron pin w/ HFR cap (new); thence with the westerly line of a gap area of land lying between the herein described and the westerly line of the Toby Stack Wilt, Jr. property, of record in deed book 1576, page 216, South 29 degrees 53 minutes 29 seconds East, passing an existing 1/2" iron pin at 1.10' and a mag nail (new) at 99.79 feet and continuing 104.42 feet in all, to a mag nail (new), and being South 60 degrees 10 minutes 02 seconds West 4.01 feet from a found PK w/shiner; thence with the northerly line of said City of Franklin, Tennessee property, South 60 degrees 10 minutes 02 seconds West 133.99 feet to a 5/8" iron pin with HFR cap (new) at the intersection of the southerly right-of-way line with the easterly right-of-way line of said Public Square; thence with the easterly right-of-way line of Public Square, North 29 degrees 53 minutes 29 seconds West, passing an iron pin new at 4.49 feet and continuing 104.28 feet in all, to the point of beginning, containing 13,982 square feet, or 0.321 acre, more or less.

2. That the overall entitlements for the 231 Public Square PUD Subdivision are as follows:

Entitlements	231 Public Square PUD Subdivision
Base Zone	CC
Character Area Overlay	CFCO-1
Other Zoning Overlays	Historic Preservation Overlay (HPO)
Number of Dwelling Units	0
Number of Nonresidential Square Footage	46,971 SF
Connectivity Index	n/a
Development Standard	Traditional
Open Space Requirements	Formal: 0.1 acres Informal: 0 Total: 0.1 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 Standards (MOS) were requested and acted upon by BOMA, after FMPC review:

MOS 1: Location of Drive-Through Structure Approved: _X____ Denied: ____	Request to allow an automated teller machine kiosk and drive-through structure to be detached from the principle structure, even though they are not located internal to the block, as required by Section 4.1.6(1)(b) and 4.1.6(13)(a) of the Zoning Ordinance. <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: _____

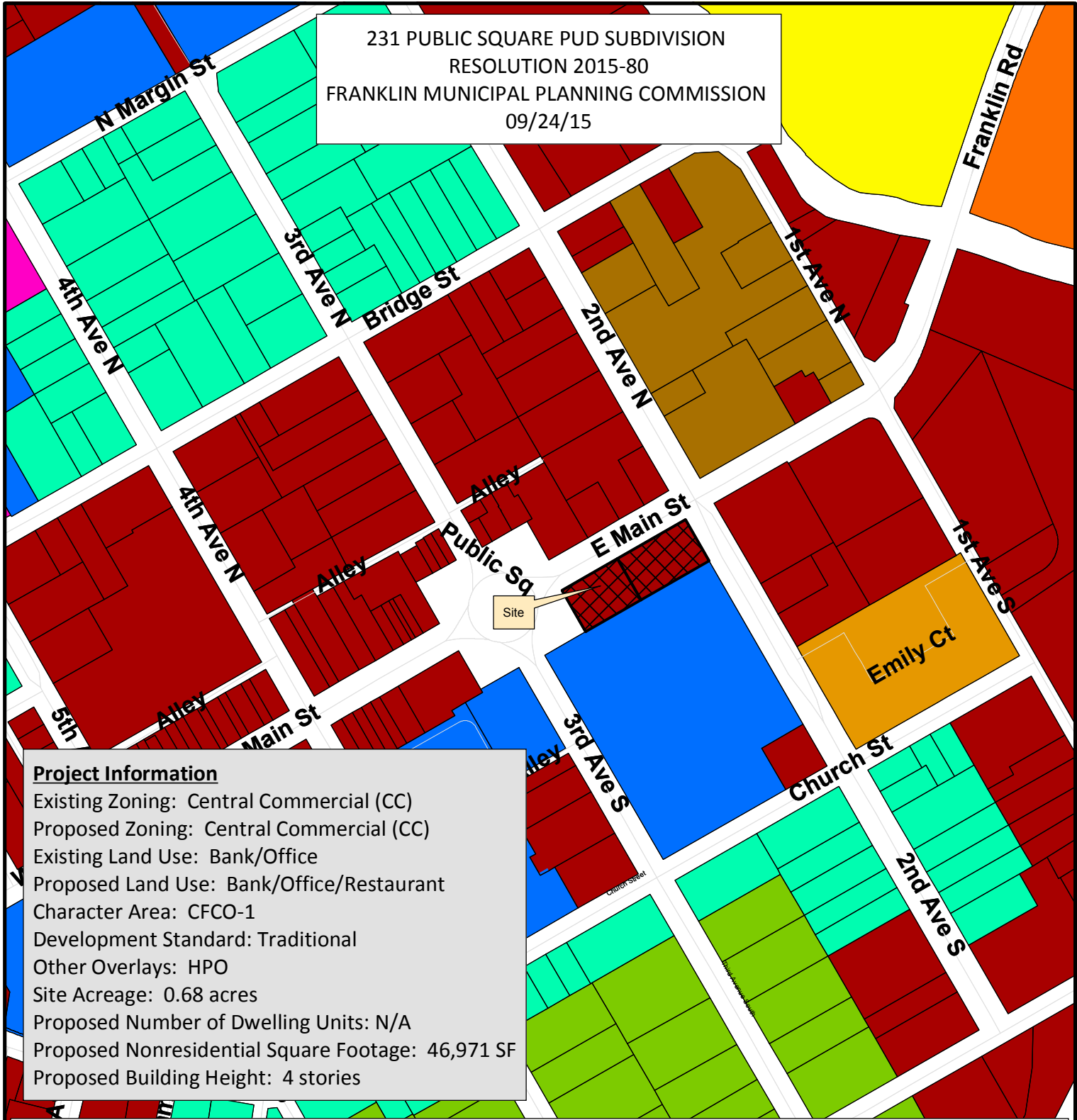
**ERIC STUCKEY
CITY ADMINISTRATOR**

BY: _____

**DR. KEN MOORE
MAYOR**

PREAPPLICATION CONFERENCE:	07/22/15
BOMA/FMPC JOINT CONCEPTUAL WORKSHOP:	07/24/15
NEIGHBORHOOD MEETING:	07/29/15
PLANNING COMMISSION RECOMMENDED APPROVAL:	09-24-15
PUBLIC HEARING HELD:	11/10/15
BOMA APPROVAL:	11/10/15

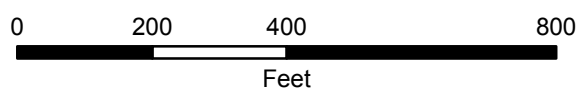
231 PUBLIC SQUARE PUD SUBDIVISION
 RESOLUTION 2015-80
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 09/24/15



Project Information

Existing Zoning: Central Commercial (CC)
 Proposed Zoning: Central Commercial (CC)
 Existing Land Use: Bank/Office
 Proposed Land Use: Bank/Office/Restaurant
 Character Area: CFCO-1
 Development Standard: Traditional
 Other Overlays: HPO
 Site Acreage: 0.68 acres
 Proposed Number of Dwelling Units: N/A
 Proposed Nonresidential Square Footage: 46,971 SF
 Proposed Building Height: 4 stories

- | | |
|--|---------------------------------------|
| 231 Public Square 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 |



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. All data and materials (c) copyright 2015. All rights reserved.

CONDITIONS OF APPROVAL:

Fire-Planning

231 Public Square - submittal 001.pdf

1. Fire Protection

- Please provide the results a full fire demand flow test (two hydrant).

The flow test must be performed within six (6) months of submittal date to be considered valid. Seasonal fluctuations should be discussed with the appropriate water utility based on the project's address/location.

Fire flow requirements in the International Fire Code shall be met as a minimum or fire sprinklers shall be provided if not otherwise required.

- A two-hydrant fire flow test has been ordered and is currently being performed.
- This item has not been addressed.

Please provide the results of the required two-hydrant flow test.

- A fire hydrant flow test was ordered on August 3, 2015 and was requested to be a two-hydrant test. We received the flow test but it was only a one-hydrant test. We are including those results with this resubmittal, but we are also following up with the flow testing company to ensure a two-hydrant test is performed and that the results are verified.
- The required two-hydrant test was not performed. A one-hydrant test on 8/18/15 indicated initial flow of 1,454 gpm.

The applicant shall provide results of the more accurate two-hydrant test as initially requested.

Planning

COF no 5927_231 Public Square_15-09-03_PUD Resubmittal_Plans.pdf

2. Modification of Standards

- Applicant shall correctly label their modification of standard request as from section 4.1.6(1)(b). It is not from 4.1.6(1)(a).

Development Plan 8-7-2015.pdf

3. Resubmittal

- For the resubmittal, include all sheets into one single document (auto turn template, elevations, soils maps, etc.)
- All the supplemental sheets have been combined into one document
- The applicant shall submit one single document package at Post-PC, to include all required submittal sheets. This includes, but may not be limited to, the cover sheet, existing conditions page, development plan/site layout page, elevations, auto turn template, soils map, etc.

Preservation/HZC

General Comments

4. COA Conditions of Approval

- As currently presented, the building massing does not meet the condition of approval set forth by the Franklin Historic Zoning Commission on August 10, 2015. The condition states that the applicant must recess the Public Square-facing elevator tower 20' from the plane of the building's proposed front façade.
- Following the Franklin Historic Zoning Commission meeting on August 10, 2015, the building was redesigned to meet the condition of approval set forth by the Franklin Historic Zoning Commission. The partial COA and the revised elevations are attached to the hard copy submittal and are included within the electronic submittal.

Solid Waste Service

COF no 5927_231 Public Square_15-09-03_PUD Resubmittal_Plans.pdf

5. Solid Waste Service

- Can you show the travel path for the truck to provide dumpster service to the proposed dumpster location based on the following

truck specifications:

Height: 12.5'

Wheel Base: 237" (19.5')

Width: 97" (8' 1")

Overhead clearance with can in raised position: 18.5'

Turning radius: 46'

Turning diameter: 97'

Track: 78.6" (approx. 6'6")

Total length with boom overhang and arms extended: 41'

Total overall length of truck (with boom overhang): 37'

Truck length without boom: 35'

Front overhang: 50" (4'2")

Fork length: 4'

Boom arms front of bumper overhang: 24"

231 Public Square

PUD Development Plan

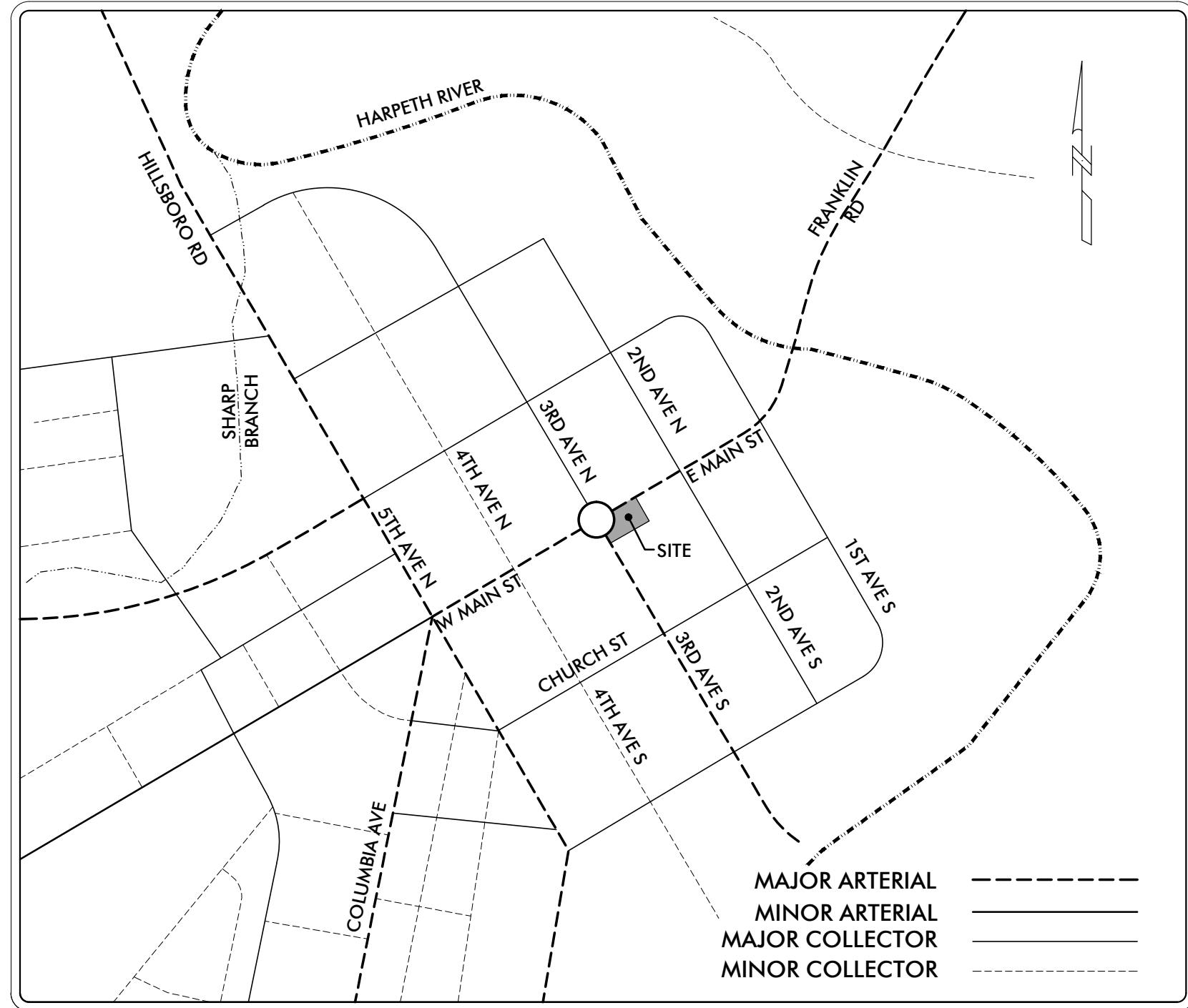
231 Public Square
Being Parcel 1 on Tax Map 78C, Group F
Franklin, Williamson County, Tennessee

TOTAL AREA = 0.32 ACRES
= 13,982 S.F.

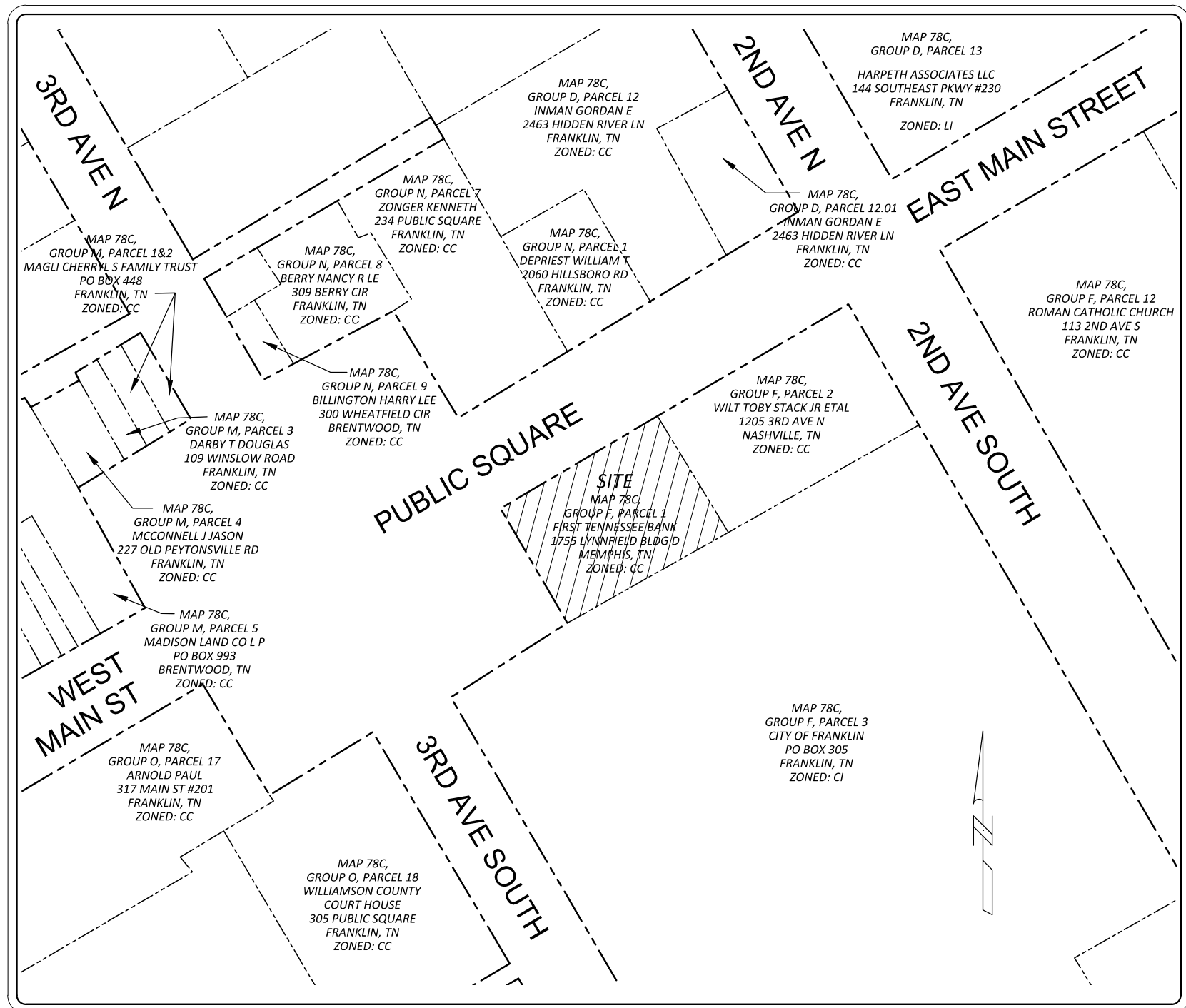
Date: July 2, 2015

Sheet Schedule

- C1.0 Notes & Project Standards
- C2.0 Existing Conditions Plan
- C3.0 Development Plan



LOCATION MAP
N.T.S.



VICINITY MAP
SCALE: 1" = 100'

Electric Service

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

Gas Service

Piedmont Natural Gas
www.piedmontng.com

Water Service

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

Sewer Service

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

Utility Location

Tennessee One-Call
800.351.1111

Property Information

231 Public Square
Franklin, TN 37067
Tax Map 78C Group F, Parcel 1
Zoned: CC

Owner

First Tennessee Bank National Association
1755 Lynnfield Bldg D
Memphis, TN 38119

Developer

Bernie Butler
D9 Development, LLC
131 Third Avenue North
Franklin, TN 37064
615.419.6933

Civil Engineer

Dale & Associates (Adam Seger, PE)
516 Heather Place
Nashville, Tennessee 37204
615.297.5166

Survey Provided by

HFR DESIGN
214 Centerview Drive Suite 300
Brentwood, TN 37027
615.370.8500

Architect

Studio 8 Design
714 Eighth Avenue South
Nashville, TN 37203
615.250.8150

Landscape Architect

Design Studio
908 High Point Ridge
Franklin, TN 37069
615.218.8118

Site Data

PROJECT NAME:	231 Public Square
CITY OF FRANKLIN PROJECT #	5927
SUBDIVISION:	Original Plan of the Town of Franklin
LOT NUMBER:	81 and a portion of 69
ADDRESS:	231 Public Square
CITY:	Franklin
COUNTY:	Williamson County
STATE:	Tennessee
ALDERMANIC WARD:	4
EXISTING ZONING & CHARACTER OV:	Central Commercial / CFCO 1
OTHER APPLICABLE OVERLAYS:	HPO/Downtown Franklin Local Historic District
APPLICABLE DEVELOPMENT STANDARDS:	Traditional (Downtown Core)
ACREAGE OF SITE/PROJECT AREA:	13,982 S.F. / 0.32 AC

MINIMUM REQUIRED SETBACK LINES:	
BUILD TO LINE:	Back of Sidewalk / 8' Min
SIDE YARD:	None
REAR YARD:	5' Min / 10' Between Structures
DEVELOPER:	D9 Development, LLC
ADDRESS:	131 Third Avenue North Franklin, TN 37064
PHONE NUMBER:	615.419.6933
FAX NUMBER:	
EMAIL ADDRESS:	berniebutler@d9development.com
CONTACT NAME:	Bernie Butler
APPLICANT:	Dale and Associates, Inc.
ADDRESS:	516 Heather Place, Nashville 37204
PHONE NUMBER:	297-5166 Ext. 104
FAX NUMBER:	269-7905
E-MAIL ADDRESS:	Adam@dalcandassociates.net
CONTACT NAME:	Adam Seger, PE
BUILDING FOOTPRINT:	Existing - 9,486 SF Proposed - 11,624 SF
BUILDING SQUARE FOOTAGE:	Existing - 32,340 SF Proposed - 46,971 SF
BUILDING HEIGHT:	4 Stories Proposed
*PARKING REQUIREMENTS:	Required Parking for Existing Building: 247 Required Parking for Proposed Building: 236 Required Parking for Proposed Building per Occupancy Rate and Shared Parking Adjustments: 156
*NOTE: See Parking Analysis Document submitted to IDT for further information.	
MINIMUM LANDSCAPE SURFACE	0.1 of Total Site

Proposed Modification of Standards

1 Stand-Alone Drive-Through

Current Requirement:

- City of Franklin Zoning Ordinance Sec 4.1.6(1)(a) & 4.1.6(13)(a)
- Applicant proposes that an automated teller machine kiosk and drive thru structures be detached even though they are not located internal to the block.

Site Description

The 231 Public Square site is located within the Central Commercial zoning district and within the CFCO-1 character area and HPO overlay areas. The 231 Public Square development scope includes renovations to the existing First Tennessee Bank building currently located on the property, and an addition to the front of the building (facing the square) in order to repair the geometry of the square broken by the current 20'-0" setback of the existing building. We are planning to reuse the structure of the existing building and add an entirely new skin that is more in keeping with the fabric of downtown Franklin and in compliance with the traditional, downtown core development standards, the CFCO-1 character area design standards, and the HPO overlay design guidelines. The future use includes a branch bank and fine-dining restaurant at ground level, office space on the 2nd & 3rd floors, and an outdoor restaurant on the existing roof (4th story of the building). The parapet height of the existing building is 48'-5". The design of the new building envelope proposes to lower that parapet line to 44'-0" at the perimeter of the building, serving as the guardrail for the rooftop restaurant. Stairs and elevators providing access to all floors and the rooftop are located at corners, internal to the block and away from the street edge, to minimize the impact of the height at street level. The rooftop restaurant will have a covered area that is set back approximately 20' from the building edge to be less visible from the street.

Drawing Date:
July 2, 2015

Revisions:

Pre-App Comments:
8/7/2015
DRT Comments:
9/3/2015

231 Public Square

Being Parcel 1 on Tax Map 78C, Group F
231 Public Square
Franklin, Williamson County, Tennessee



PERMITS:



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

D&A Project #15154
231 Public Square

C1.0

Sheet 1 of 3

Notes & Project Standards

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

Gas Service
Piedmont Natural Gas
www.piedmontng.com

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

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

Property Information
231 Public Square
Franklin, TN 37067
Tax Map 78C Group F, Parcel 1
Zoned: CC

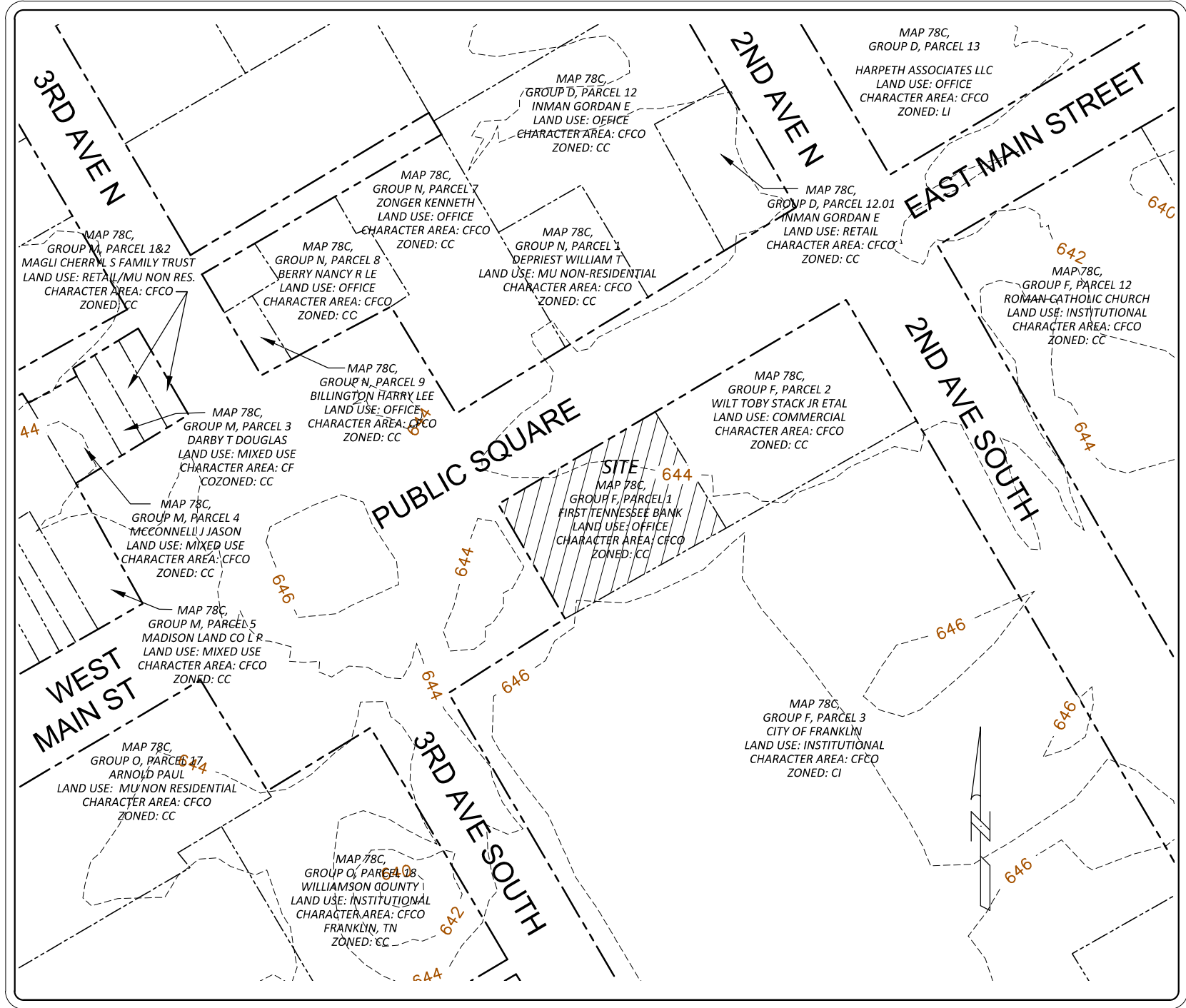
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516 Heather Place
Nashville, Tennessee 37204
615.297.5166

Survey Provided by
HFR DESIGN
214 Centerview Drive Suite 300
Brentwood, TN 37027
615.370.8500

Floodnote
This Property does Not Lie Within a Flood
Hazard Area as Depicted on the Current Flood
Insurance Rate Maps (FIRM) Number
47187C0211F. Dated September 29, 2006



VICINITY MAP
SCALE: 1" = 100'

Site Data

PROJECT NAME:	231 Public Square
CITY OF FRANKLIN PROJECT #	5927
SUBDIVISION:	Original Plan of the Town of Franklin
LOT NUMBER:	81 and a portion of 69
ADDRESS:	231 Public Square
CITY:	Franklin
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STATE:	Tennessee
ALDERMANIC WARD:	4
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APPLICABLE DEVELOPMENT STANDARDS:	Traditional (Downtown Core)
ACREAGE OF SITE/PROJECT AREA:	13,982 S.F. / 0.32 AC

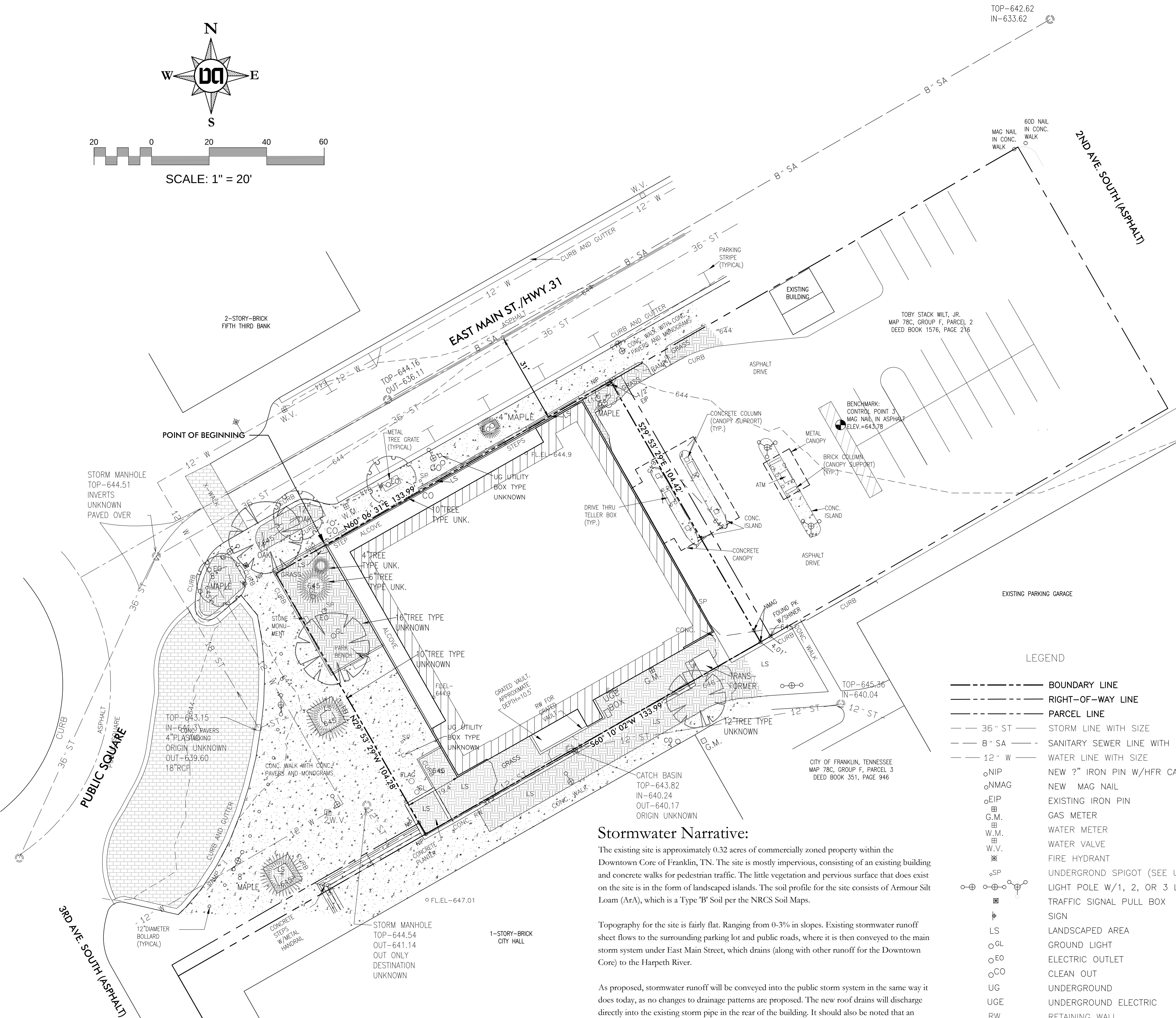
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BUILD TO LINE:	Back of Sidewalk / 8' Min
SIDE YARD:	None
REAR YARD:	5' Min / 10' Between Structures
BUILDING FOOTPRINT:	Existing - 9,486 SF
BUILDING SQUARE FOOTAGE:	Existing - 32,340 SF
MINIMUM LANDSCAPE SURFACE	0.1 of Total Site

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Existing Conditions Plan



Stormwater Narrative:

The existing site is approximately 0.32 acres of commercially zoned property within the Downtown Core of Franklin, TN. The site is mostly impervious, consisting of an existing building and concrete walks for pedestrian traffic. The little vegetation and pervious surface that does exist on the site is in the form of landscaped islands. The soil profile for the site consists of Armour Silt Loam (A₁), which is a Type 'B' Soil per the NRCS Soil Maps.

Topography for the site is fairly flat. Ranging from 0-3% in slopes. Existing stormwater runoff sheet flows to the surrounding parking lot and public roads, where it is then conveyed to the main storm system under East Main Street, which drains (along with other runoff for the Downtown Core) to the Harpeth River.

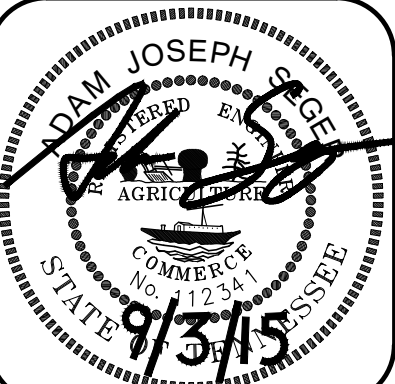
As proposed, stormwater runoff will be conveyed into the public storm system in the same way it does today, as no changes to drainage patterns are proposed. The new roof drains will discharge directly into the existing storm pipe in the rear of the building. It should also be noted that an increase of less than 5,000 SF of Impervious surface is proposed for the development of this site, as well as less than 10,000 SF of disturbance. This exempts the development from having to obtain a Stormwater Permit and Grading Permit as well as exempting it from having to comply with Peak Runoff Control and Green Infrastructure - Runoff Reduction Requirements as stated in the City of Franklin Stormwater Management Ordinance Sec. 23-102.

Drawing Date:
July 2, 2015

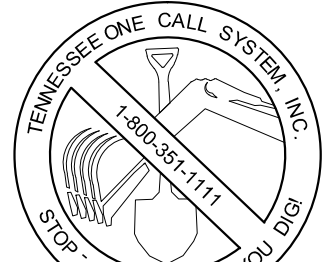
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231 Public Square

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D&A Project #15154
231 Public Square

C2.0
Sheet 2 of 3

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615.794.1102

Gas Service
Piedmont Natural Gas
www.piedmontng.com

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

Sewer Service
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Property Information
231 Public Square
Franklin, TN 37067
Tax Map 78C Group F, Parcel 1
Zoned: CC

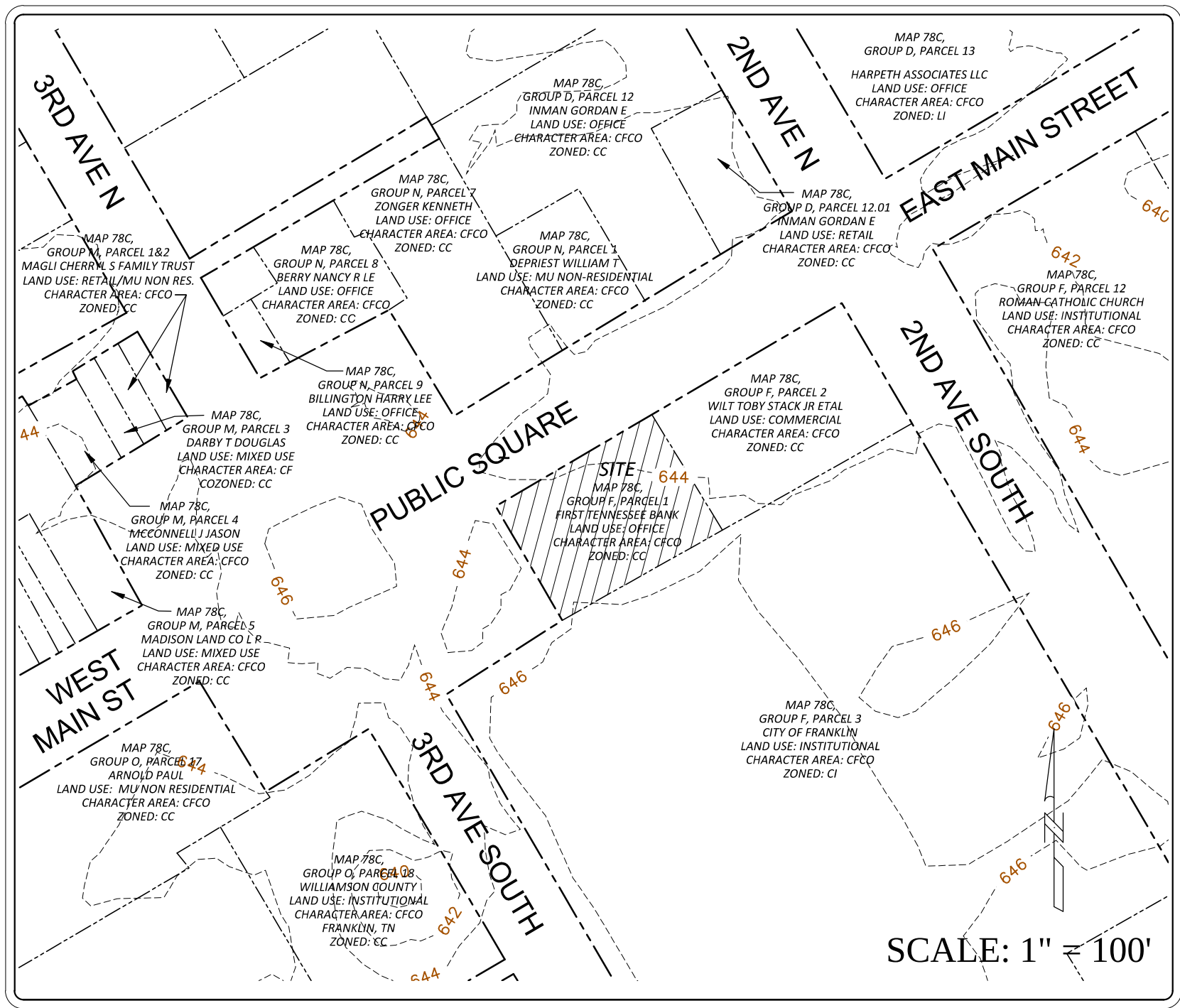
Owner
First Tennessee Bank National Association
1755 Lynnfield Bldg D
Memphis, TN 38119

Developer
Bernie Butler
D9 Development, LLC
131 Third Avenue North
Franklin, TN 37064
615.419.6933

Civil Engineer
Dale & Associates (Adam Seger, PE)
516 Heather Place
Nashville, Tennessee 37204
615.297.5166

Survey Provided by
HFR DESIGN
214 Centerview Drive Suite 300
Brentwood, TN 37027
615.370.8500

Floodnote
This Property does Not Lie Within a Flood
Hazard Area as Depicted on the Current Flood
Insurance Rate Maps (FIRM) Number
47187C0211F. Dated September 29, 2006



VICINITY MAP

Site Data

PROJECT NAME:	231 Public Square
CITY OF FRANKLIN PROJECT #	5927
SUBDIVISION:	Original Plan of the Town of Franklin
LOT NUMBER:	81 and a portion of 69
ADDRESS:	231 Public Square
CITY:	Franklin
COUNTY:	Williamson County
STATE:	Tennessee
ALDERMANIC WARD:	4
EXISTING ZONING & CHARACTER OV:	Central Commercial / CFCO 1
OTHER APPLICABLE OVERLAYS:	HPO/Downtown Franklin Local Historic District
APPLICABLE DEVELOPMENT STANDARDS:	Traditional (Downtown Core)
ACREAGE OF SITE/PROJECT AREA:	13,982 S.F. / 0.32 AC
MINIMUM REQUIRED SETBACK LINES:	
BUILD TO LINE:	Back of Sidewalk / 8' Min
SIDE YARD:	None
REAR YARD:	5' Min / 10' Between Structures
BUILDING COVERAGE:	79.8% Proposed / 80% Allowed
BUILDING HEIGHT:	4 Stories Proposed
BUILDING FOOTPRINT:	Existing - 9,486 SF Proposed - 11,624 SF
BUILDING SQUARE FOOTAGE:	Existing - 32,340 SF Proposed - 46,971 SF
*PARKING REQUIREMENTS:	Required Parking for Existing Building: 247 Required Parking for Proposed Building: 236 Required Parking for Proposed Building per Occupancy Rate and Shared Parking Adjustments: 156
*NOTE: See Parking Analysis Document submitted to IDT for further information.	
MINIMUM LANDSCAPE SURFACE	0.1 of Total Site / 0.1 Proposed

Proposed Modification of Standards

1 Stand-Alone Drive-Through

Current Requirement:

- City of Franklin Zoning Ordinance Sec 4.1.6(1)(a) & 4.1.6(13)(a)
- Applicant proposes that an automated teller machine kiosk and drive thru structures be detached even though they are not located internal to the block.

Statement of Impacts

- Water and Sewer will both be provided by the City of Franklin Water and Sewer Department, the anticipated maximum domestic flow demand for this development is 24,125 GPD.
- No adverse Impact is anticipated on existing storm infrastructure. Footprint of proposed improvements to site is less than 5,000 SF with negligible to no increase in impervious surface (Final ISR Forthcoming)
- The site will have its main access off of 2nd Avenue South (Major Collector), approximately 100' South of the intersection with East Main Street (Major Arterial) as well as two alternate access points further south on 2nd Avenue South. Approximate Traffic Flows shown below (Based on ITE Trip Generation Handbook, 8th Edition):
AM In = 20 Trips/hr PM In = 66 Trips/hr
AM Out = 6 Trips/hr PM Out = 52 Trips/hr
The Trips shown above would have a negligible impact to the existing streets.
- Site is located approximately 4,500' from the nearest Fire Department, and 2,000' from the nearest police department.
- The Site will be served by a Fire Sprinkler System, and is within 100' of the nearest fire Hydrant at the corner of Public Square and East Main Street. Fire Flow information forthcoming.
- Proposed disturbance is less than 10,000 SF and Increased Impervious Surface is less than 5,000 SF - therefore no adverse impacts on the existing Stormwater Infrastructure is anticipated and a Stormwater Management Plan is not required.

Development Plan

Site Description

The 231 Public Square site is located within the Central Commercial zoning district and within the CFCO-1 character area and HPO overlay areas. The 231 Public Square development scope includes renovations to the existing First Tennessee Bank building currently located on the property, and an addition to the front of the building (facing the square) in order to repair the geometry of the square broken by the current 20'-0" setback of the existing building. We are planning to reuse the structure of the existing building and add an entirely new skin that is more in keeping with the fabric of downtown Franklin and in compliance with the traditional, downtown core development standards, the CFCO-1 character area design standards, and the HPO overlay design guidelines. The future use includes a branch bank and fine-dining restaurant at ground level, office space on the 2nd & 3rd floors, and an outdoor restaurant on the existing roof (4th story of the building). The parapet height of the existing building is 48'-5". The design of the new building envelope proposes to lower that parapet line to 44'-0" at the perimeter of the building, serving as the guardrail for the rooftop restaurant. Stairs and elevators providing access to all floors and the rooftop are located at corners, internal to the block and away from the street edge, to minimize the impact of the height at street level. The rooftop restaurant will have a covered area that is set back approximately 20' from the building edge to be less visible from the street.

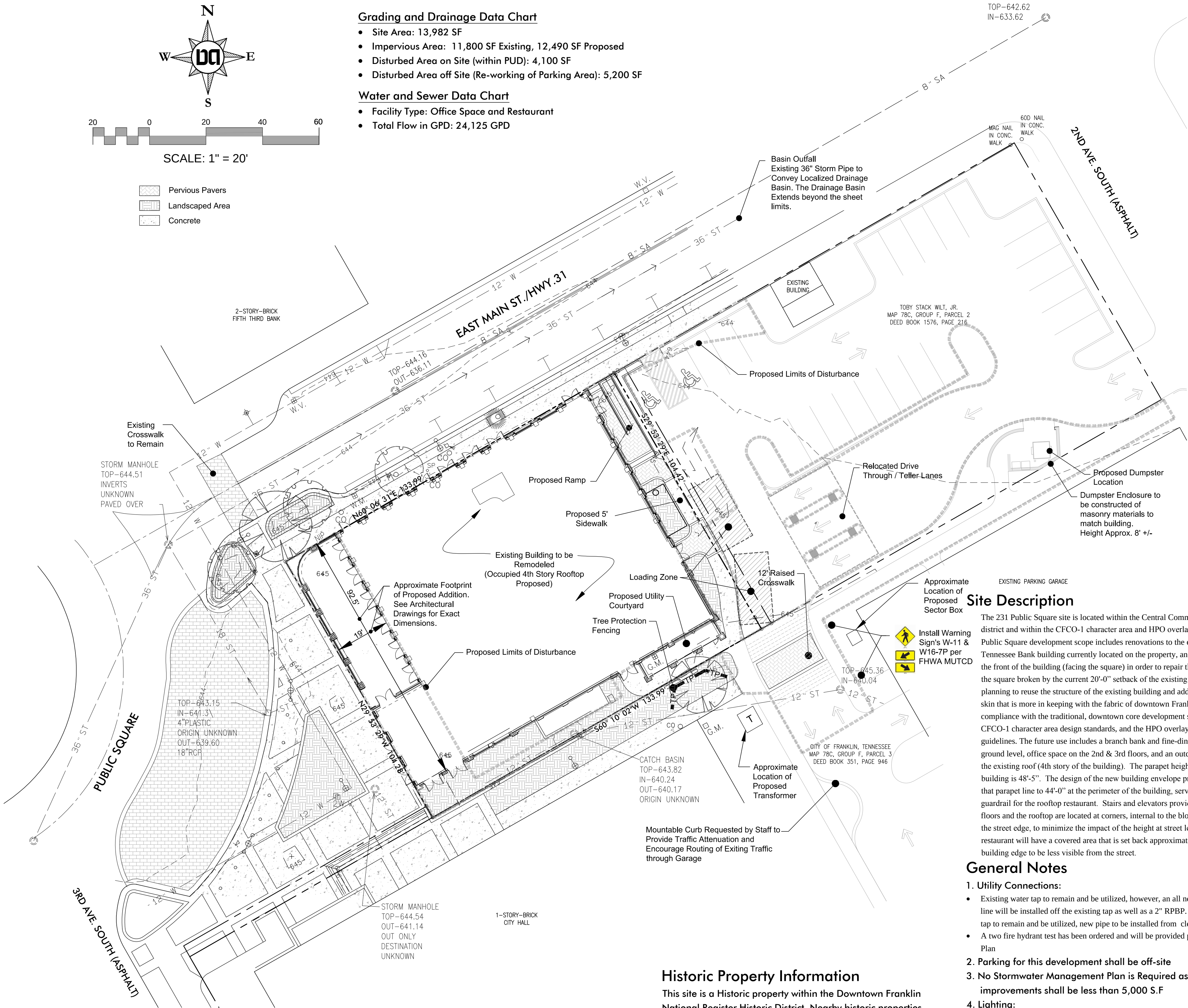
General Notes

- Utility Connections:**
 - Existing water tap to remain and be utilized, however, an all new 2" service line will be installed off the existing tap as well as a 2" RPBP. Existing sewer tap to remain and be utilized, new pipe to be installed from clean out
 - A two fire hydrant test has been ordered and will be provided prior to the Site Plan
- Parking for this development shall be off-site**
- No Stormwater Management Plan is Required as proposed improvements shall be less than 5,000 S.F**
- Lighting:**
 - The lighting of the building will include the Code required building mounted emergency egress lighting as well as building illumination in keeping with the requirements set forth in Section 5.11 of the Franklin Zoning Ordinance. An exterior lighting plan and fixture cutsheets are not yet available as the design is not at that level of development.

Historic Property Information

This site is a Historic property within the Downtown Franklin National Register Historic District. Nearby historic properties include:

- Hiram Masonic Lodge No. 7 - Located approximately 100' South at 115 2nd Avenue S



Drawing Date:
July 2, 2015

Revisions:
Pre-App Comments:
8/7/2015
DRT Comments:
9/3/2015

231 Public Square

Being Parcel 1 on Tax Map 78C, Group F

231 Public Square

Franklin, Williamson County, Tennessee



PERMITS:



Dale & Associates
Consulting Civil Engineering
Land Planning & Zoning
Landscape Architecture
516 Heather Place
Nashville, Tennessee 37204
(615) 297-5166

D&A Project #15154
231 Public Square

C3.0
Sheet 3 of 3



Appendix C2.0-1a: View of Existing Entrance from the Square

231 Public Square - PUD Development Plan



Appendix C2.0-1b: View of Proposed Entrance from the Square

231 Public Square - PUD Development Plan



Appendix C2.0-2a: View of Existing Building from the Square

231 Public Square - PUD Development Plan



Appendix C2.0-2b: View of Proposed Building from the Square

231 Public Square - PUD Development Plan



Appendix C2.0-3a: View of Existing Building from East Main

231 Public Square - PUD Development Plan



Appendix C2.0-3b: View of Proposed Building from East Main

231 Public Square - PUD Development Plan



HISTORIC
FRANKLIN
TENNESSEE

Franklin Historic Zoning Commission Certificate of Appropriateness (COA)

Address: 231 Public Sq. (Downtown Franklin Historic District)
Applicant: Studio Eight Design (Matthew K. Taylor, Principal)
Owner: Jodi Wolfe
Project #: PL #5913

Type of Work: Development Plan PUD Concept Approval

Status: **Approval with conditions**
(See “Approved Work Specifications” below)

Approval Date: August 10, 2015
Expiration Date: August 10, 2016 (if work has not commenced)

PROJECT INFORMATION

The applicant is requesting a partial Certificate of Appropriateness (COA) for a Development Plan Planned Unit Development (PUD) Concept Plan for 231 Public Square. **The review pertains to the following design elements ONLY: building height, massing, scale, and setbacks.**

The development plan has not yet been reviewed or approved by the Franklin Municipal Planning Commission or the Franklin Board of Mayor and Aldermen.

APPLICABLE DESIGN GUIDELINES

- Secretary of Interior’s Standards for Rehabilitation (p.3)
- Infill Buildings (p.104)
- Roofs (p.114)
- Utilities (p.122)

APPROVED WORK SPECIFICATIONS

The Development Plan PUD Concept Plan is approved with conditions with the following:

3. As conditions of approval:

- The elevator tower facing toward 3rd Avenue South must be recessed 20’ from the plane of the façade. Note: The attached renderings dated August 19, 2015 incorporates this decision into the design, and the revised design will be carried forward throughout the remainder of the City review process.



-
- The **rooftop deck** should not be visible from the street per *Guidelines*, which state that “modern roof elements such as...decks” be installed so they are not visible from the street (p.114, #3). The parapet wall should be utilized to screen it from view.
 - Any **utilities** proposed for placement on the top of the building should be placed such that distance or elements like parapets keep them from view, per *Guidelines* (p.122, #4).
4. **Please note that the Development Plan PUD Concept Approval by the Franklin Historic Zoning Commission dated August 10, 2015, is a COA based on building height, massing, scale, and setbacks only. Building materials and façade design elements (including, but not limited to, proportion and rhythm of openings, storefront configurations, signage, building-mounted lighting, and building architectural features) were not considered during this Development Plan PUD Concept Review and are therefore not approved for issuance of a COA at this time. Those elements are subject to review and issuance of a Certificate of Appropriateness by the Franklin Historic Zoning Commission prior to or concurrently with the City of Franklin Site Plan review.**

Amanda Hall, AICP | Preservation Planner

Planning & Sustainability Department

City of Franklin, Tennessee

615.550.6737

<http://www.franklintn.gov/>



View of Building Entry from the Square
50% Design Development

19 August 2015

231 PUBLIC SQUARE
RENOVATION AND ADDITION

STUDIOEIGHTDESIGN
MATT TAYLOR • ARCHITECT

714 EIGHTH AVENUE SOUTH • NASHVILLE, TENNESSEE 37203 • 615.250.8150 • s8-designs.com

© Studio Eight Design :: Matt Taylor, Architect, PLLC





View from East Main Street Approach
50% Design Development

19 August 2015

231 PUBLIC SQUARE
RENOVATION AND ADDITION

STUDIOEIGHTDESIGN
MATT TAYLOR • ARCHITECT

714 EIGHTH AVENUE SOUTH • NASHVILLE, TENNESSEE 37203 • 615.250.8150 • sb-designs.com

© Studio Eight Design :: Matt Taylor, Architect, PLLC





View of the Building Corner from the Square
50% Design Development

231 PUBLIC SQUARE
RENOVATION AND ADDITION

STUDIOEIGHTDESIGN
MATT TAYLOR • ARCHITECT
714 EIGHTH AVENUE SOUTH • NASHVILLE, TENNESSEE 37203 • 615.250.8150 • s8-design.com

© Studio Eight Design :: Matt Taylor, Architect, PLLC



RESOLUTION 2015-73

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF 4150 CLOVERCROFT ROAD (Parcel 11.01) AND THE PROPERTY IMMEDIATELY ADJACENT TO THE EAST (12.05), BY THE CITY OF FRANKLIN, TENNESSEE.

WHEREAS, *Tennessee Code Annotated* (T.C.A.) § 6-51-102 requires that a plan of services be adopted by the municipal governing body prior to passage of an annexation ordinance.

4150 CLOVERCROFT ROAD AND PROPERTY IMMEDIATELY ADJACENT TO THE EAST

The proposed annexation area is located north of Clovercroft Road and east of the McKays Mill Subdivision. The sites are identified as map 80 Parcel 11.01 & Parcel 12.05 and in Williamson County. The area is comprised of approximately 3.6 acres for 4150 Clovercroft and 11 acres for the Property located to the east. 4150 Clovercroft is currently used as an existing church and the Property to the east is currently vacant.

WHEREAS, it is believed in the best interest of the City of Franklin to annex such area to provide future development in accordance with City standards.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

Section 1. Pursuant to the provisions of T.C.A. § 6-51-102, there is hereby adopted, for the area bounded as described above, the following Plan of Services:

- A. Water
The Property is located within the Milcrofton Utility District. Water availability shall be approved and provided through Milcrofton prior to annexation. The Owner shall be required to provide adequate fire flow and pressure to the Property.
- B. Reclaimed Water
According to the City of Franklin's Municipal Code, reclaimed water systems need to be extended to a development if the development is within 1,000 feet of an existing reclaimed water line. In the case of this Property, a several mile extension would be required to serve the Property. For this reason, reclaimed water will not be required to be extended to the Property.
- C. Wastewater
The Property lies within the Mayes Creek Basin as defined in the City of Franklin Sanitary Sewer Basin Study. The proposed development of the Property is anticipated to construct a maximum 400 seat capacity chapel on the eastern property and the existing church be used for classroom space and for use by the Franklin Classical School during the week for about 150 students. The Owner shall be required to extend Sanitary Sewer from the McKay's Mill Subdivision to

provide service to their property. In addition the Owner will be required to evaluate the capacity of the Amelia Park Pump Station and provide upgrades as determined by the City of Franklin. The property owner shall be required to submit engineering calculations to determine final engineering requirements

The Owner shall be responsible for the following:

- D. Stormwater
The Owner shall be responsible for the engineering, design and construction of the necessary Stormwater infrastructure for the development of the Property and shall comply with all requirements as outlined in the Franklin Municipal Code. As the Property develops, the City of Franklin will charge prevailing stormwater user fees per policies and procedures as outlined in the Franklin Municipal Code.
- E. Streets
Primary Access to the property shall be provided on Clovercroft Rd and the applicant shall be required to provide long term connective to adjacent properties as required in our various regulations. The Owner of the property shall be required to submit a traffic impact study prior to submitting a development plan for review and approval. The exact scope associated with this traffic impact study shall be determined prior to submittal of the development plan. Required street improvements shall be determined as part of the plan. All roadways constructed as part of this development shall comply with City of Franklin Street Standards. It should be noted that the Clovercroft Rd fronting the property is currently within Williamson County. The roadway frontage will need to be annexed by the City of Franklin as part of this annexation.
- F. Traffic Control
Traffic signals, traffic signs, street markings, and other traffic control devices will be installed as the need is established by appropriate study and traffic standards. No needs have been identified for the area at this time. New development after the effective date of annexation shall comply with City regulations governing traffic markings.
- G. Street Lighting
No off-site street lighting is proposed at this time. Street lighting within new developments shall be funded and installed by the Owner per City policy, which includes the installation of electric meters to allow for future ownership and maintenance by the City or homeowners association. The installation and operation of street lights shall coincide with the phasing of development and issuance of Certificates of Occupancy.
- H. Street Name Signs
No additional street name signs in the area have been deemed necessary. New development shall install street name signs per City policy.
- I. Fire Protection
Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on an after the effective date of annexation. No additional manpower or equipment will be necessary to serve the annexation area at this time.

J. Planning and Zoning

The planning and zoning jurisdiction of the City will extend to the annexed area on the effective date of annexation. City planning will therefore encompass the area and anticipates the subject area be annexed as a district compatible with the surrounding area. The subject property at 4150 Clovercroft Road will be included into the Seward Hall 2 Character Area and the property to the east will be included into the Seward Hall 4 Character Area. The applicant has proposed land uses that consist of a religious nature and a school. The applicant will need to rezone to Civic & Institutional (CI) for these proposed land uses to be allowed. The language in the Land Use Plan for Seward Hall 2 says that, "Civic and Institutional use is appropriate in nodes located at major intersections of collectors and arterials or along Murfreesboro Road so long as the site design and traffic implications are adequately addressed." However, the church is an existing use; the site's continued Civic & Institutional use can be supported so long as traffic implications are addressed and the site design is sensitive to the existing development to the west. The proposed uses for the Seward Hall 4 Character will be supported by the Land Use Plan. "There are currently limited Civic and Institutional uses sprinkled throughout this special area. Additional Civic and Institutional uses are appropriate so long as the site design and traffic implications are adequately addressed."

K. Parks and Recreation

The Parks Department currently does not apply for Civic and Institutional Uses, therefore, the Parks Department does not have any additional comments.

L. Police Protection

Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation. Police services will be provided with existing personal and equipment.

M. Building and Code Inspection Services

Any Building and Code inspection services will begin in the annexed area on the effective date of annexation. New development after the effective date of annexation shall comply with City building codes. New development shall pay all applicable fees and permits for inspection services.

N. Garbage and Recycling Pickup and Environmental

The applicant will be responsible for refuse collection services as a matter of public health. They do not have to use our City as a provider, but they do have to present a plan for service and install the required dumpster enclosure if they plan to use a dumpster for holding refuse between their scheduled service days.

SECTION 3: This Resolution shall be effective from and after its adoption.

ADOPTED THIS 10th day of November, 2015.

ERIC S. STUCKEY

City Administrator

DR. KEN MOORE

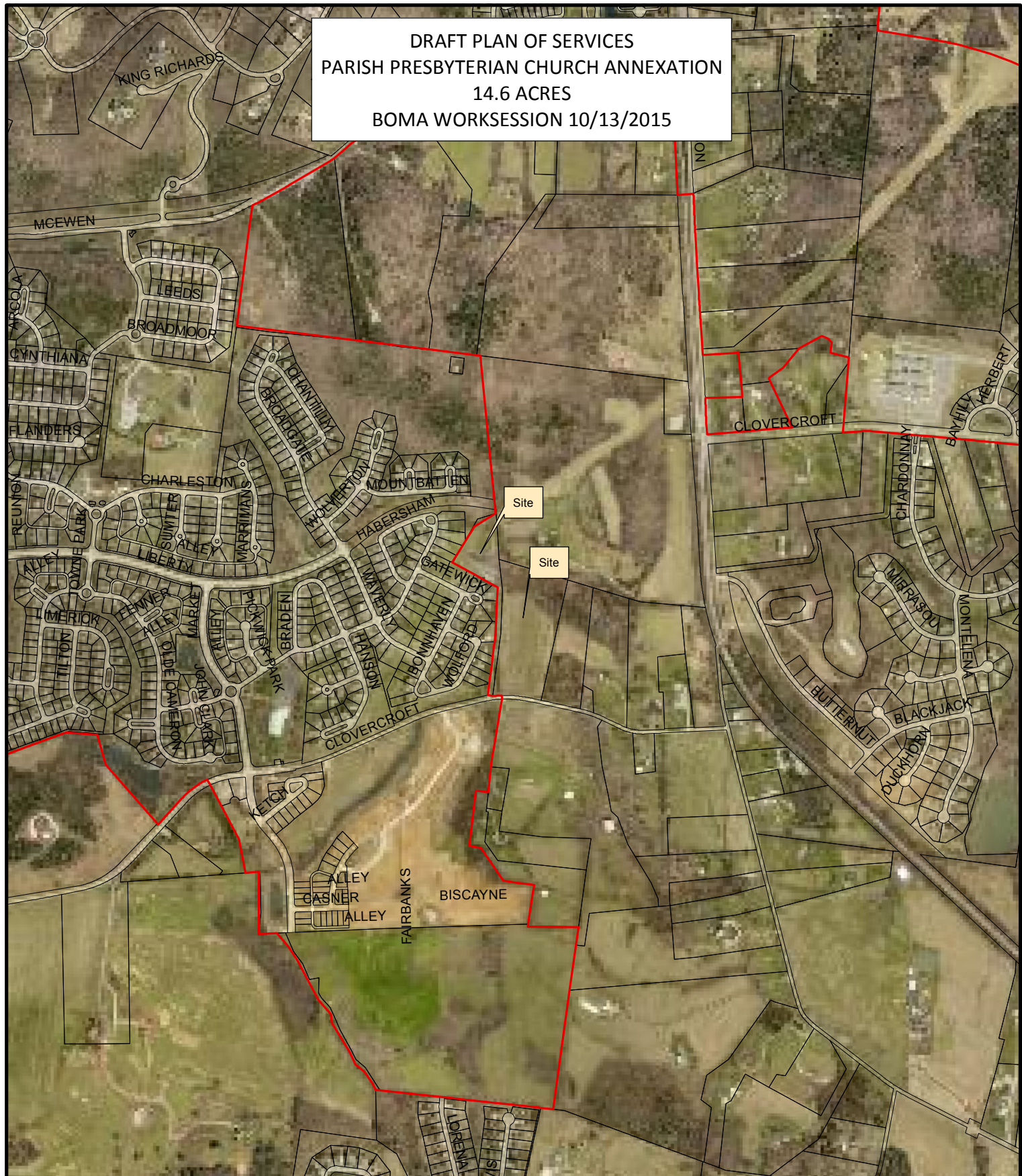
Mayor

Approved as to form by:

Shauna R. Billingsley

City Attorney

DRAFT PLAN OF SERVICES
PARISH PRESBYTERIAN CHURCH ANNEXATION
14.6 ACRES
BOMA WORKSESSION 10/13/2015



0 500 1,000 2,000 3,000 4,000

Feet

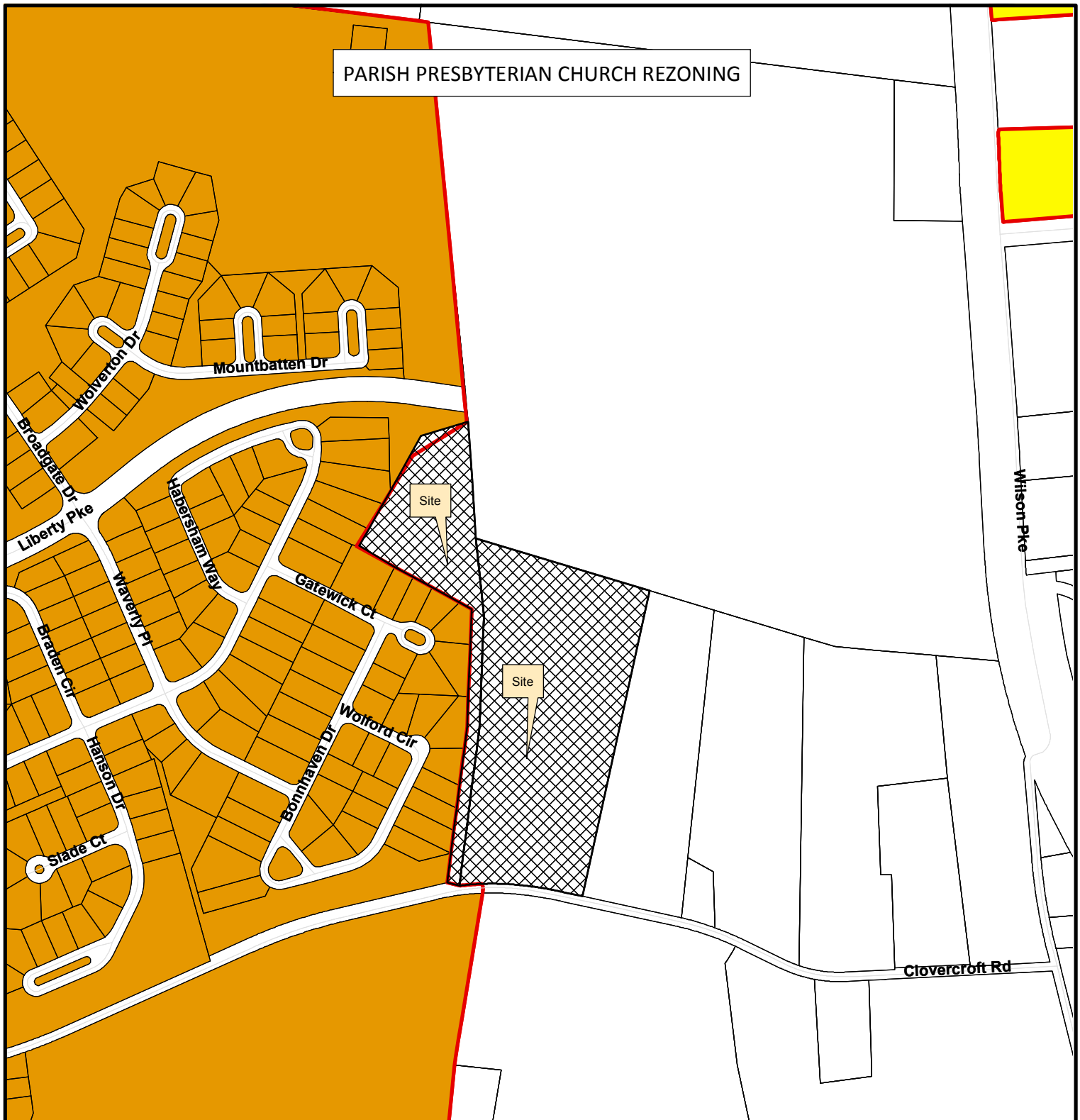
Legend

 Limits



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PARISH PRESBYTERIAN CHURCH REZONING



Parish Presbyterian Church

-
- Legend:**
- Parcel 11.01 & Parcel 12.05
 - AG Agricultural District
 - ER Estate Residential
 - R-1 Residential District
 - R-2 Residential District
 - R-3 Residential District
 - R-6 Historic Core Residential District
 - RM-10 Attached 10 Residential District
 - RM-15 Attached 15 Residential District
 - RM-20 Attached 20 Residential District
 - SD-R Specific Development-Residential
 - SD-X Specific Development-Variety
 - OR Office Residential District
 - GO General Office District
 - CC Central Commercial District
 - NC Neighborhood Commercial District
 - GC General Commercial District
 - LI Light Industrial District
 - HI Heavy Industrial District
 - CI Civic and Institutional District
- Scale:** 0 0.0475 0.095
- Disclaimer:** This map was created by the Farmington Planning Commission. It was compiled from the most accurate information available. The City is not responsible for any errors or omissions.



0 0.0475 0.095 0.19 Miles

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MCEWEN CHARACTER AREA, SPECIAL AREA 6, LAND USE PLAN AMENDMENT
FRANKLIN MUNICIPAL PLANNING COMMISSION
9/24/15

Total Acreage: 17 acres

Project Information

Existing Land Use: Vacant, except for
one occupied house

Proposed Land Use: Neighborhood Commercial

Character Area: MECO-6

Development Standard: Conventional

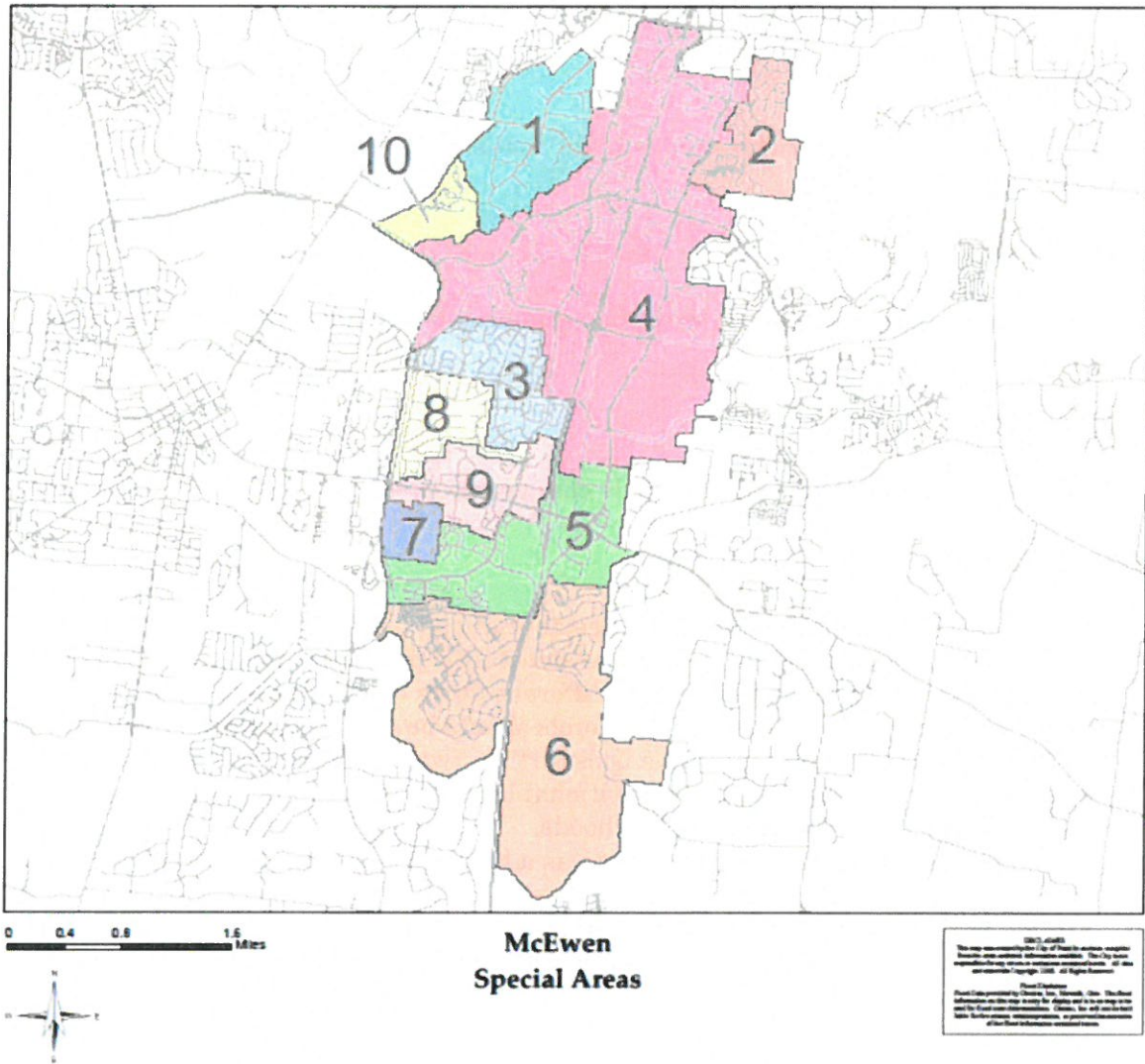
- | | |
|---|---|
|  Commercial Node |  SD-R Specific Development-Residential |
|  AG Agricultural District |  SD-X Specific Development-Variety |
|  ER Estate Residential |  OR Office Residential District |
|  R-1 Residential District |  GO General Office District |
|  R-2 Residential District |  CC 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

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CHARACTER AREAS



CHARACTER AREAS

VISION

The McEwen Character Area will continue to be the major economic driver for the City of Franklin. However, economically productive development will respect the residential neighborhoods. Murfreesboro Road will be redeveloped pursuant to a comprehensive land use and economic strategy and will be a quality gateway from I-65. High-quality design and people-friendly environments will be encouraged through heightened standards and site design to reinforce the small-town appeal of Franklin.

SPECIAL AREA 1

1. The existing character of this area is Light Industrial and is expected to remain unchanged.

SPECIAL AREA 2

1. This area is largely developed, with the remaining land committed through existing plats.

SPECIAL AREA 3

1. This area is largely built out with little change expected.

SPECIAL AREA 4

1. A mixture of Attached and Detached Residential and Neighborhood or Local Retail uses is recommended, either in separate structures (proximate mixed uses) or with multiple uses in the same building on different floors (vertical mixed uses).
2. Retail uses, mid-rise commercial and hotels should be of higher intensity adjacent to I-65 and transition to less intensive uses further away from the interstate.
3. Local Retail may be located as a transitional land use between the Regional Retail and surrounding residential neighborhoods.
4. Attached Residential is also appropriate as a transition to residential uses to the east.
5. All “big box” retail shall be located west of I-65.

SPECIAL AREA 5

1. This area is an important regional gateway into the city, but it does not present the image of quality and community character that the city desires.
2. The city should prepare a “Special Area Plan” for this area that addresses market feasibility, land use, and design. The city should devise a long-term redevelopment and revitalization strategy for this largely developed area.
3. The southwest corner of this area is appropriate for a mixture of uses, including Attached and Detached Residential and Neighborhood Retail, but not until the intersection of South Royal Oaks Boulevard and Mack Hatcher Parkway is improved.

CHARACTER AREAS

SPECIAL AREA 6

1. The character of this area is largely established.
2. New development shall reflect the same character as the established area.

SPECIAL AREA 7

1. The character of this area is fully established.
2. New development shall reflect the same character as the established area.

SPECIAL AREA 8

1. The character of this area is fully established.
2. New development shall reflect the same character as the established area, but no additional Attached Residential shall be permitted
3. Transitional Office use is appropriate for the four lots at the southeast corner of this area, on London Lane and North Royal Oaks Boulevard, but only if North Royal Oaks Boulevard is widened.

SPECIAL AREA 9

1. Murfreesboro Road shall be redeveloped pursuant to a comprehensive land use and economic strategy and shall be a quality gateway from I-65.
2. High-quality design shall be encouraged through heightened standards and site design to reinforce the small-town appeal of Franklin.

SPECIAL AREA 10

1. The character of this area is fully established.
2. New development shall reflect the same character as the established area.

CHARACTER AREAS

SPECIAL AREA 4

Character

1. The area to the north and east of the downtown core has been developed more recently compared to the rest of Central Franklin, and consists of predominantly residential neighborhoods. The character of this area is primarily conventional, with a conventional development pattern.
2. The Hillsboro Road and Murfreesboro Road areas consist of established, detached residential subdivisions with homes on larger lots. Neighborhoods reflect a low to medium density. The presence of open space, in the form of larger lots and building setbacks, contributes to the character of these areas. A limited amount of attached residential, civic and institutional uses are also present. The Liberty Pike area includes established residential development with smaller lots.
3. Remaining infill that occurs on properties in this area will reflect the existing character. These areas will remain important gateways and corridors into Central Franklin.

Land Use

4. Residential uses, including both detached and attached residential, will remain the predominant land use in the future. Future commercial, civic and institutional uses will occur in nodes located at major intersections of collector or arterial streets. Future commercial uses should be permitted at the intersection of Hillsboro Road and Del Rio Pike. This area is contemplated as a Mixed-Use Center.
5. Established single family residential uses along Hillsboro Road, Liberty Pike and Murfreesboro Road should be preserved and commercial intrusion and attached residential uses should be discouraged.

Development Form

6. The area should follow standards for conventional areas. New infill and redevelopment in the area will be mostly conventional to respect the character of established conventional area, with a conventional development pattern. Either traditional or conventional standards may apply to the site located at the northwest corner of the intersection of Hillsboro Road and Del Rio Pike, that includes the Independence Square Shopping Center (see Key Area description below).
7. Buildings will be at a scale of 1-3 stories in height. Buildings may be at a scale up to 4 stories pursuant to a PUD in certain circumstances. However, buildings at a height of 4 stories is inconsistent with the established character of a majority of the area and should be discouraged.
8. For the site located at the northwest corner of Hillsboro Road and Del Rio Pike, development may be supported by surface or structured parking located to the side or rear of buildings which address the street. On-street parking is encouraged. Structured parking, if provided, must provide active ground floor uses and landscape and/or architectural features to diminish the appearance of parking from public view. Structured parking should be screened from view and should not have a presence along the streetscape. Structured parking may be allowed on the outside of the block if it maintains an active ground floor.

CHARACTER AREAS

Connectivity

9. Development will provide an interconnected street network with sidewalks present. Pedestrian connectivity will be enhanced for all streets, but particularly along Hillsboro Road, Franklin Road and Murfreesboro Road to the downtown core.

Open Space

10. Floodplain regulations represent a constraint to be considered for future private development in the area to the east of the Harpeth River. Open space in the Murfreesboro Road area, now established, will remain mostly private with the exception of the highly visible Pinkerton Park and Fort Granger Park. Public accessibility to the Harpeth River, in the area to the west of the Harpeth River, is needed to accommodate a planned greenway network that extends north-south along the river.



Single family subdivision on



Hillsboro Road



Liberty Pike at Ralston Lane



*Single family subdivision on
Murfreesboro Road*



*Single family conventional
housing types*

CHARACTER AREAS

SPECIAL AREA 6

Character

1. The area east of Franklin Road along Liberty Pike and Eddy Lane has an established industrial character. Liberty Pike is a primary east-west corridor in the area. The CSX railroad runs north-south through this area.
2. The area contains The Factory at Franklin, which is listed in the National Register of Historic Places and is within the Franklin Road Local Historic District. Other industrial buildings are present along Harpeth Industrial Court and Eddy Lane.
3. Future development will keep the industrial character of the area. Future redevelopment along Franklin Road, including The Factory at Franklin and Harpeth Industrial Court area, should reflect the character of the area along Franklin Road.

Land Use

4. The area contains a unique and wide mix of land uses that include detached and attached residential, commercial, industrial, civic and institutional uses. Future uses will include those uses common to Activity Centers identified in Table 1-1. Commercial uses are appropriate, but retail is limited to local and neighborhood retail. Light industry uses are considered appropriate.

Development Form

5. The area should follow standards for traditional areas. The area will develop in the form of an Activity Center. Future buildings will include infill and redevelopment at a scale of 1-3 stories in height. Four story buildings may be permitted pursuant to a PUD in certain circumstances.
6. Development may be supported by surface or structured parking located to the side or rear of buildings which address the street. On-street parking is encouraged. Surface parking areas should be lined with buildings to diminish the appearance of parking from public view.
Structured parking, if provided, must be lined with active ground floor uses. Landscape and/or architectural features should diminish the appearance of parking from public view. Structured parking should be screened from view and should not have a presence along the streetscape. Structured parking may be allowed on the outside of the block if it maintains an active ground floor.
7. Architectural design of the area should retain or provide elements of the industrial character of the area.

CHARACTER AREAS

Connectivity

8. Pedestrian connectivity will be enhanced for all streets, but particularly along Franklin Road. A system of connected sidewalks should be present.

Open Space

9. The area has an existing urban industrial character, therefore open space is minimal. Established civic and institutional sites will contribute to open space in this area.



The Factory at Franklin

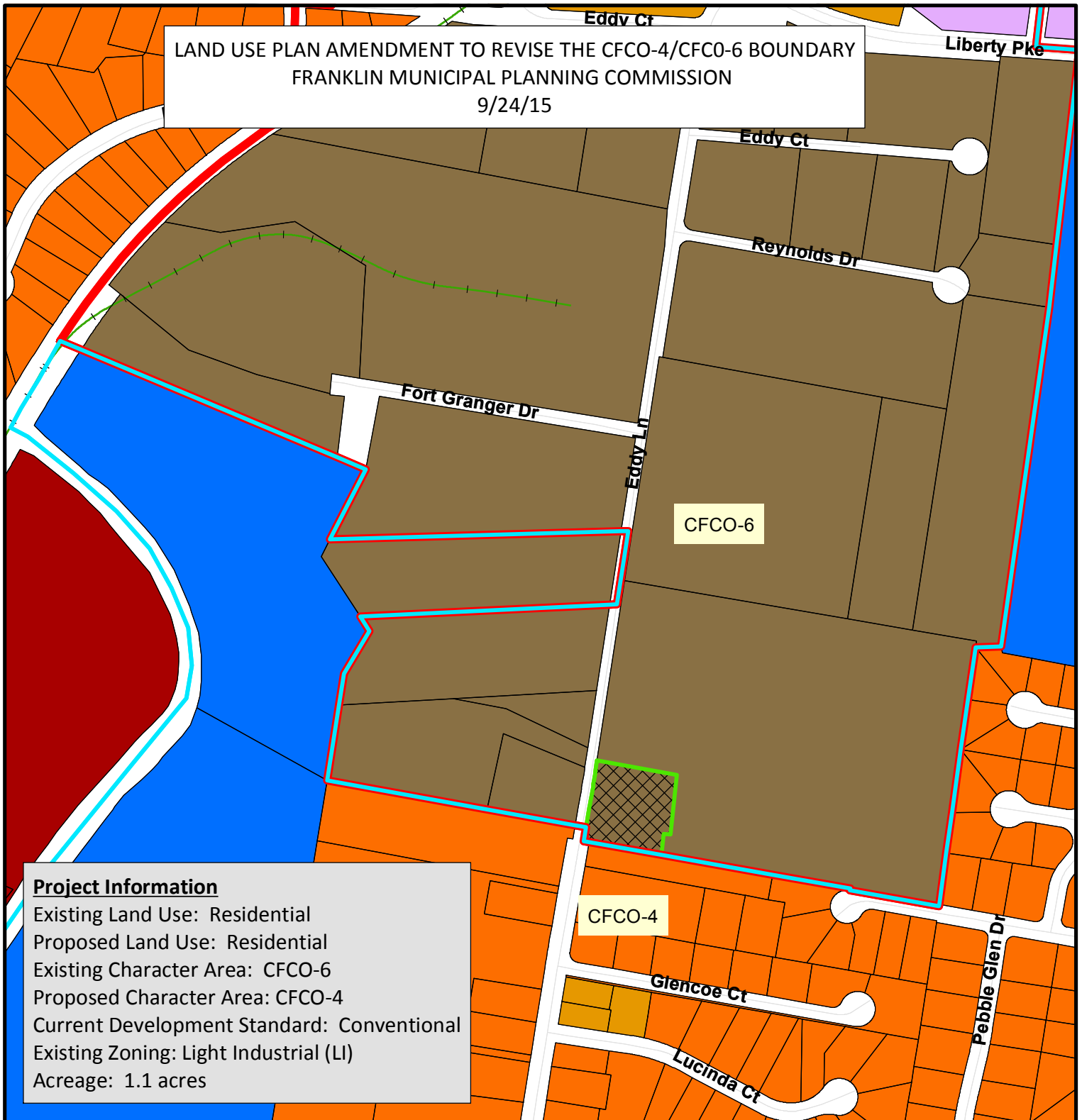


Jamison Station



Eddy Lane

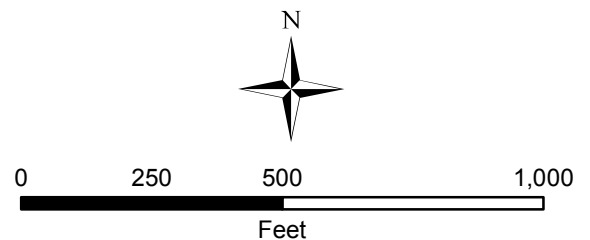
LAND USE PLAN AMENDMENT TO REVISE THE CFCO-4/CFCO-6 BOUNDARY
FRANKLIN MUNICIPAL PLANNING COMMISSION
9/24/15



Project Information

Existing Land Use: Residential
Proposed Land Use: Residential
Existing Character Area: CFCO-6
Proposed Character Area: CFCO-4
Current Development Standard: Conventional
Existing Zoning: Light Industrial (LI)
Acreage: 1.1 acres

- | | |
|--|--|
| CFCO-4 Boundary | RM-20 Attached 20 Residential District |
| CFCO-6 Boundary | SD-R Specific Development-Residential |
| Proposed Boundary | SD-X Specific Development-Variety |
| AG Agricultural District | OR Office Residential District |
| ER Estate Residential | GO General Office District |
| R-1 Residential District | CC Central Commercial District |
| R-2 Residential District | NC Neighborhood Commercial District |
| R-3 Residential District | GC General Commercial District |
| R-6 Historic Core Residential District | LI Light Industrial District |
| RM-10 Attached 10 Residential District | HI Heavy Industrial District |
| RM-15 Attached 15 Residential District | CI Civic and Institutional District |



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. All data and materials (c) copyright 2014. All rights reserved.



405 Eddy Lane

PROPOSED LAND USE PLAN MAP AMENDMENT

PREPARED FOR AVENUE 11 DEVELOPMENT, LLC

AUGUST 10, 2015

COF # 5928



SITE DATA CHART

PROJECT NAME:	COTTAGES AT EDDY LANE
PROJECT NUMBER:	5928
SUBDIVISION:	N.A.
LOT NUMBER:	N.A.
ADDRESS:	405 EDDY LANE
MAP AND PARCEL :	MAP 78, PARCEL 71.00
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	NINTH
EXISTING ZONING	LIGHT INDUSTRIAL
EXISTING CHARACTER AREA:	CFCO 6
PROPOSED CHARACTER AREA:	CFCO 4
OTHER APPLICABLE OVERLAYS:	NONE
ACREAGE OF SITE:	1.1 ACRES
SQUARE FOOTAGE OF SITE:	48,156 SQUARE FEET
MINIMUM REQUIRED SETBACK LINES:	
Yard fronting on any street:	30'
Side yard:	15'
Rear yard:	25'
OWNER:	AVENUE 11 DEVELOPMENT
Address:	1577 WOODMONT BLVD. NASHVILLE, TN 37215
Phone No.:	(615) 972-9568
Fax No.:	NONE
E-mail address:	KURT@AVE11DEV.COM
Contact Name:	KURT DENNY
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
Address:	144 S.E.PARKWAY, SUITE 200 FRANKLIN, TN 37064
Phone No.:	(615) 975-5765
Fax No.:	(615) 790-1350
E-mail address:	greg.gamble@gdc-tn.com
Contact Name:	GREG GAMBLE



LAND USE PLAN AMENDMENT

TABLE OF CONTENTS

DESCRIPTION AND JUSTIFICATION.

Avenue 11 Development, LLC requests a map amendment to the City of Franklin Land Use Plan for a property located at 405 Eddy Lane. This request would only redraw the boundary between CFCO 4 and CFCO 6. This property is located with the Central Franklin Character Area 6 and is currently zoned Light Industrial.

Avenue 11 requests that the defining line for Character Area 6 be relocated to the northern boundary of the lot. This would place the property within the Central Franklin Character Area 4. Character Area 6 recommends only industrial uses with an Activity Center, and does not identify residential as a recommended use.

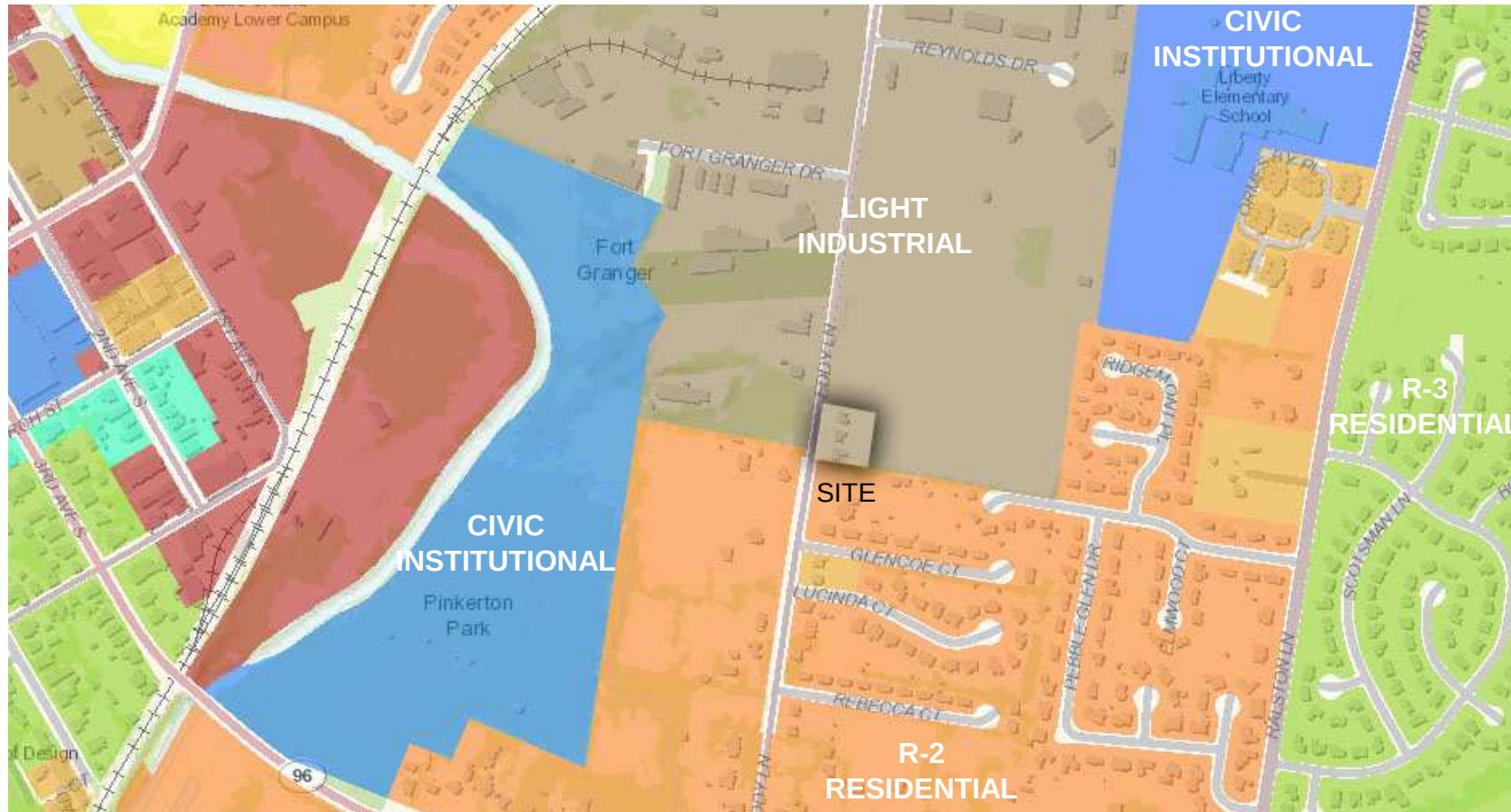
There are three existing detached homes located on the property. The property has been residential in use for many years prior to the adoption of the LUP. The property to the north of these homes is zoned Light Industrial. Predominant land uses are light industrial, office, service and retail. To the south of the property along Eddy Lane and side streets all occupied properties are detached residential homes.

If Land Use Plan Map is amended as requested and this property becomes part of the CFCO Character Area 4, this property would remain residential in use, and remain compatible with the other residential uses on the southern portion of Eddy Lane.

If this request is supported by the Franklin Planning Commission, Avenue 11 Development, LLC intends to request the rezoning of the property from Light Industrial to a Residential Zone. Ultimately, Avenue 11 would like to remove the three homes and build new homes.

SITE DATA CHART	3
CHARACTER AREAS	4
ZONING AND EXISTING USES	5
EXISTING CONDITIONS	6
PHYSICAL FEATURES	7

ZONING AND EXISTING USES



- 405 EDDY LANE IS ZONED LIGHT INDUSTRIAL
- THE EXISTING LAND USE IS RESIDENTIAL WITH THREE DETACHED RENTAL HOMES.
- THE CHARACTER OF EDDY LANE IS SPLIT WITH EXISTING LIGHT INDUSTRIAL, RETAIL COMMERCIAL, OFFICE, AND CIVIC USES LOCATED ON THE NORTHERN HALF, AND RESIDENTIAL HOMES LOCATED ON THE SOUTHERN HALF.

CHARACTER AREAS

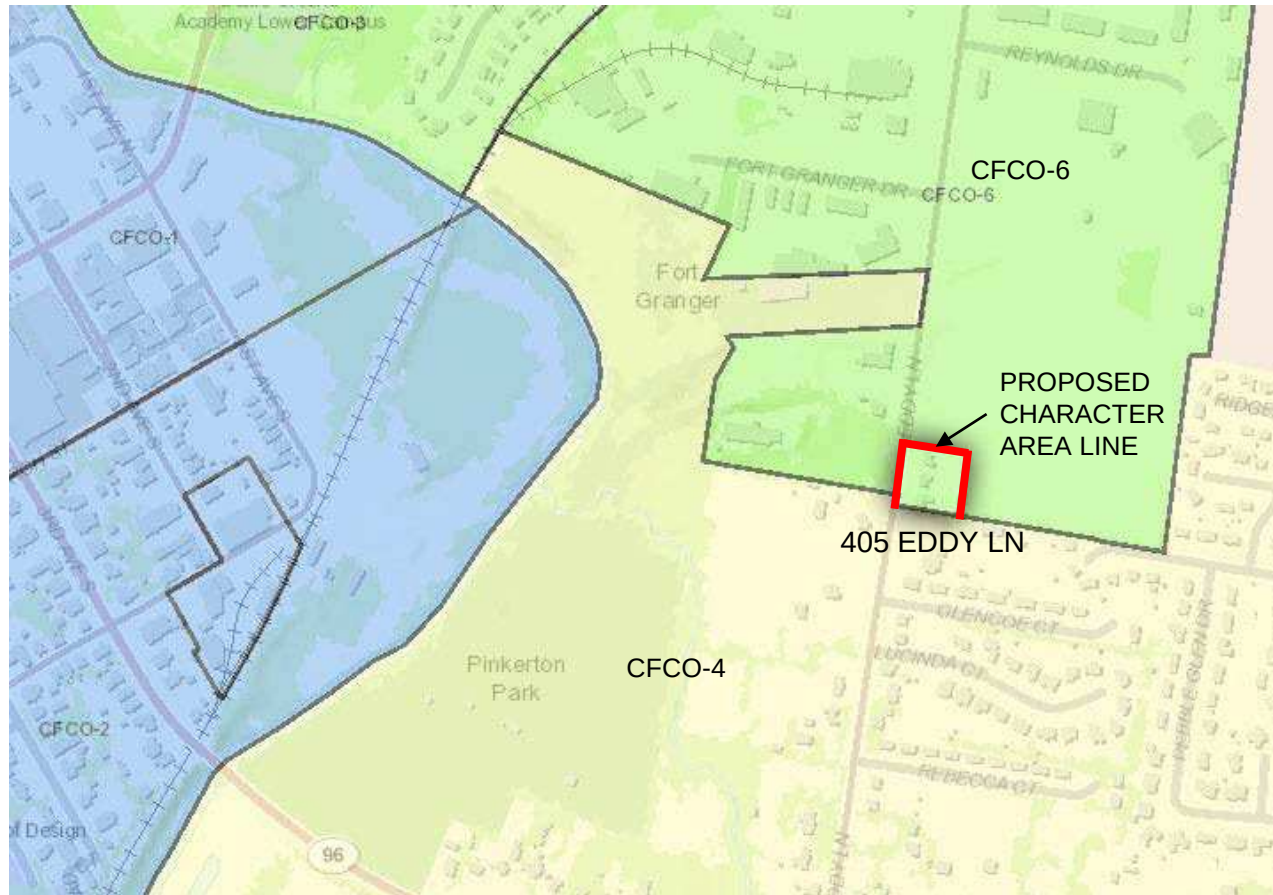
LAND USE COMPARISON

CFCO-6

- THE AREA EAST OF FRANKLIN ROAD ALONG LIBERTY PIKE AND EDDY LANE HAS AN ESTABLISHED INDUSTRIAL CHARACTER.
- FUTURE USES WILL INCLUDE THOSE USES COMMON TO ACTIVITY CENTERS IDENTIFIED IN TABLE 1-1. COMMERCIAL USES ARE APPROPRIATE, BUT RETAIL IS LIMITED TO LOCAL AND NEIGHBORHOOD RETAIL. LIGHT INDUSTRIAL USES ARE CONSIDERED APPROPRIATE.

CFCO-4

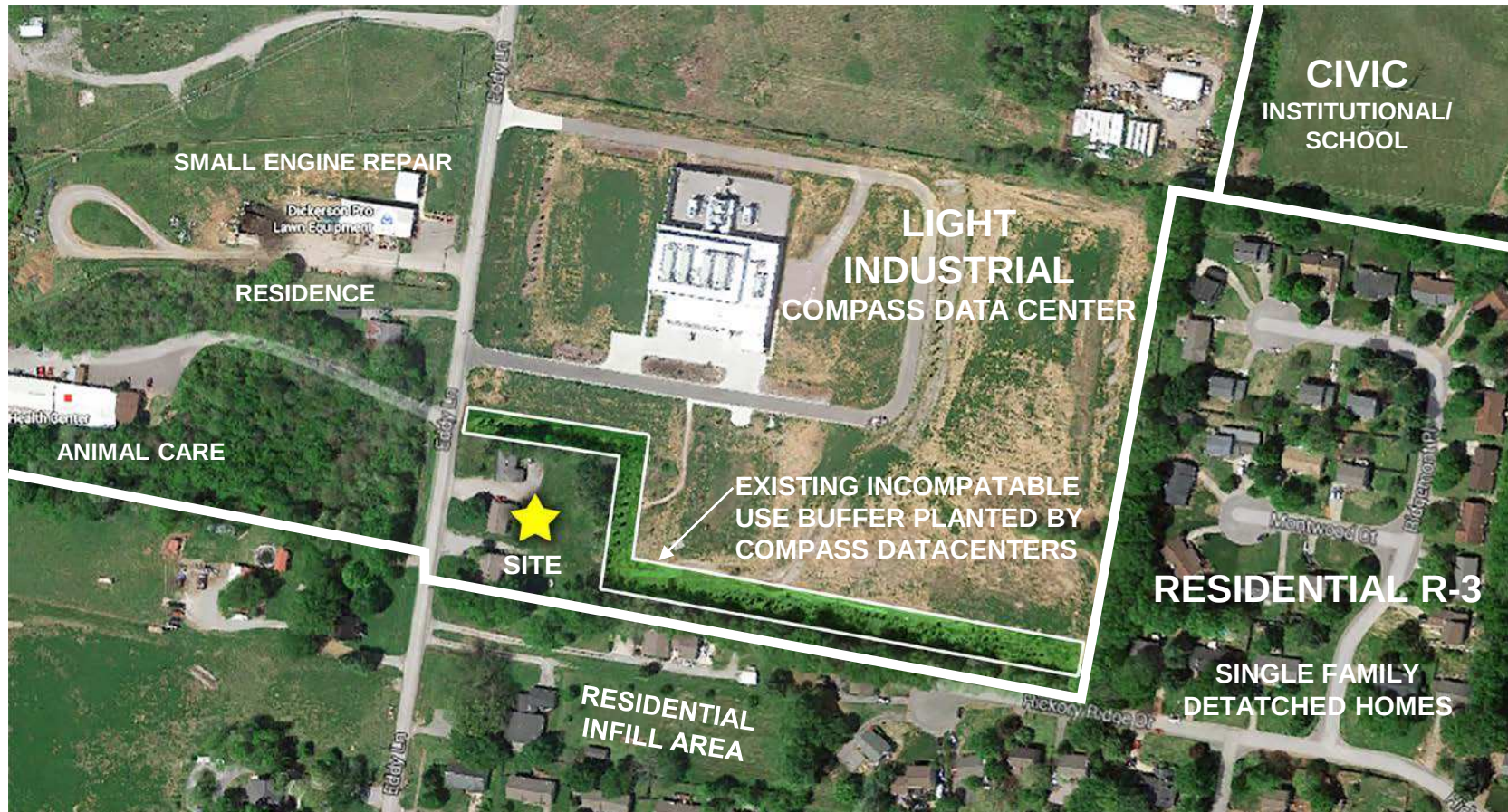
- CONSISTS OF PREDOMINANTLY RESIDENTIAL NEIGHBORHOODS. THE LIBERTY PIKE AREA INCLUDES ESTABLISHED RESIDENTIAL DEVELOPMENT WITH SMALLER LOTS.
- RESIDENTIAL USES, INCLUDING BOTH DETACHED AND ATTACHED RESIDENTIAL, WILL REMAIN THE PREDOMINANT LAND USE IN THE FUTURE.



HOW THIS AMENDMENT WILL FURTHER THE GOALS OF THE LUP

The Purpose and Vision of the CFCO is states, that in part, one of the goals is “concentrating on its small town identity”. The paragraph goes on to say that this includes “residential infill, neighborhood protection and preservation” The modification of the L.U.P. Map will in fact not only recognize existing neighborhood uses but reinforce the character of CFCO-4 as a residential area.

JUSTIFICATION OF REQUEST



HOW THE LAND USES HAVE CHANGED:

- Compass Data Center to the north was required to install an Incompatible Use landscape buffer along its entire southern boundary in recognition of the existing residential use at 405 Eddy Lane. This buffer is required by the City of Franklin Zoning Ordinance when uses of higher intensity are located adjacent to residential uses.
- There is a renewed interest along Eddy Lane for residential use due to existing infrastructure and proximity to the Central Franklin District.
- Both redevelopment and renovation of existing properties are occurring along Eddy Lane.

WHY THIS AMENDMENT IS APPROPRIATE:

- The property is currently a residential use.
- All existing development to the south of this property on Eddy Lane is residential.

ARROW MOLDED PLASTICS, INC.
DEEDBOOK 1145 PAGE 707 S.O.W.C.
MAP 78 PARCEL 72

1.10 ACRES
48,156 SQ. FT.

ARROW MOLDED PLASTICS, INC.
DEEDBOOK 1145 PAGE 707 S.O.W.C.
MAP 78 PARCEL 72

WILLIAM J. JONES
VICKI A. JONES
DEEDBOOK 784 PAGE 147 R.O.W.C.
PROPERTY MAP 78-D GROUP "C" PARCEL 7

HICKORY END ESTATES
PLATBOOK 12 PAGE 117 R.O.W.C.

7

PHYSICAL FEATURES MAP

SIZE: 1.1 ACRES
LAND USE: 3 RESIDENTIAL HOMES
WATER: CITY OF FRANKLIN
SEWER: CITY OF FRANKLIN



RESOLUTION 2015-82

TO BE ENTITLED “A RESOLUTION TO AUTHORIZE STAFF TO ENTER INTO CONTRACT NEGOTIATIONS WITH BARGE WAGGONER SUMNER & CANNON, INC. FOR THE PRELIMINARY ENGINEERING PHASE (ENVIRONMENTAL ONLY) FOR THE COLUMBIA AVENUE WIDENING PROJECT “

WHEREAS, a Transportation Planning Report (TPR), which was finalized in 2010, formally established the need for the widening of Columbia Avenue (SR-6/US-31); and

WHEREAS, the Nashville Area Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP) for Fiscal Years 2014-2017 allocates \$6,000,000.00 in total funding to the Preliminary Engineering (Environmental), Design and Right-of-Way phases of this project and reserves an additional \$15,000,000.00 in total funding for the Construction Phase; and

WHEREAS, the MPO funding for this project is listed as 80 percent Federal Funds and 20 percent Local Funds; and

WHEREAS, on March 13, 2014, the City of Franklin Board of Mayor and Aldermen (BOMA) approved Resolution 2014-13, adopting the funding plan for the Fiscal Years 2014-2018 Capital Investment Program (CIP), which included \$821,500.00 in General Obligation Bonds for the Columbia Avenue Widening Project; and

WHEREAS, in a letter dated June 4, 2014, Paul Degges, the Deputy Commissioner and Chief Engineer for the Tennessee Department of Transportation (TDOT), informed the City that TDOT would participate in the Columbia Avenue Widening Project by covering the 20 percent match; and

WHEREAS, on July 8, 2015, the City of Franklin received Letters of Interest and Statements of Qualifications from sixteen (16) engineering design consultants; and

WHEREAS, on July 14, 2015, the City of Franklin BOMA unanimously approved the Local Agency Project Agreement (COF Contract No. 2014-0289, TDOT Contract No. 140204), which formally begins the Columbia Avenue Widening Project; and

WHEREAS, on September 14 and 15, 2015, a City Staff committee interviewed the top five (5) scoring engineering design consultants and ultimately selected Barge Waggoner Sumner & Cannon, Inc. as the best qualified engineering design consultant to perform the environmental

investigations, engineering, public involvement and other technical services for the Columbia Avenue Widening Project; and

WHEREAS, it is understood that any design contract or Professional Services Agreement shall be approved by the BOMA prior to any work being performed by contracted consultants.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that City staff shall be authorized to enter into contract negotiations with Barge Waggoner Sumner & Cannon, Inc. for the design services associated with Preliminary Engineering Phase (Environmental Only) for the Columbia Avenue Widening Project.

IT IS SO RESOLVED AND DONE on this 13th day of October, 2015

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____

Eric S. Stuckey
City Administrator

By: _____

Dr. Ken Moore
Mayor

Approved as to Form

By: _____

Shauna R. Billingsley
City Attorney

Amendment Changing a Specific Paragraph & Replacing Previous Exhibit A

Amendment Number: 2

Agreement Number: 110291

Project Identification Number: 116144.00 & 116144.01

Federal Project Number: STP-M-9305(26)

State Project Number: 94LPLM-F3-039

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:

Expansion of the City of Franklin's current ITS infrastructure network capabilities into areas with extensive congestion to include CCTV, DMS, Weather Communication, and connect to TDOT & Brentwood systems.

1. The language of AGREEMENT # 110291 dated 9/30/2011 Section B2 is hereby deleted in its entirety.
2. The following is added as B2:

B.2 Completion Date:

The Agency agrees to complete the herein assigned phases of the Project on or before **12/31/2016**. If the Agency does not complete the herein described phases of the Project within this time period, this Agreement will expire on the last day of scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of the Agreement. An extension of the term of this Agreement will be effected through an amendment to the Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of the Agreement will not be reimbursed by the Department.

3. Exhibit A for AGREEMENT # 110291 dated July 25, 2013, is hereby deleted in its entirety and replaced with the attached Exhibit A for Amendment 2.

Amendment Changing a Specific Paragraph & Replacing Previous Exhibit A

All provisions of the original contract not expressly amended hereby shall remain in full force and effect.



Amendment Changing a Specific Paragraph & Replacing Previous Exhibit A

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: _____ By: _____
Ken Moore **Date** **John C. Schroer** **Date**
Mayor **Commissioner**

**APPROVED AS TO
FORM AND LEGALITY**

**APPROVED AS TO
FORM AND LEGALITY**

By: _____ By: _____
Shauna Billingsley **Date** **John Reinbold** **Date**
Attorney **General Counsel**

EXHIBIT “A” for Amendment 2CONTRACT NUMBER: **110291**PROJECT IDENTIFICATION NUMBER: **116144.00 and 116144.01**FEDERAL PROJECT NUMBER: **STP-M-9305(26)**STATE PROJECT NUMBER: **94LPLM-F3-039**

PROJECT DESCRIPTION: Expansion of the City of Franklin's current ITS infrastructure network capabilities into areas with extensive congestion to include CCTV, DMS, Weather Communication, and connect to TDOT & Brentwood systems.

CHANGE IN COST: Cost hereunder is controlled by the figures shown in the TIP and any amendments, adjustments or changes thereto.

TYPE OF WORK: ITS Infrastructure Expansion

116144.00

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-DESIGN	U-STP	80	20	0	\$150,000.00
CONSTRUCTION	U-STP	80	20	0	\$670,000.00
TDOT ES	U-STP	80	20	0	\$80,000.00

116144.01

PHASE	FUNDING SOURCE	FED %	STATE %	LOCAL %	ESTIMATED COST
PE-DESIGN	U-STP	80	20	0	\$350,000.00
IMPLEMENTATION	U-STP	80	20	0	\$375,000.00
CONSTRUCTION	U-STP	80	20	0	\$875,000.00

INELIGIBLE COST: One hundred percent (100%) of the actual cost will be paid from Agency funds following expenditure of the most recently approved TIP cost or if the use of said federal funds is ruled ineligible at any time by the Federal Highway Administration.

TDOT ENGINEERING SERVICES (TDOT ES): In order to comply with all federal and state laws, rules, and regulations, the TDOT Engineering Services line item in Exhibit A is placed there to ensure that the Department's expenses associated with the project during construction are

Amendment Changing a Specific Paragraph & Replacing Previous Exhibit A

covered. The anticipated Department expenses include but are not necessarily limited to Construction Inspection and Material and Testing Expenses (Quality Assurance Testing).

LEGISLATIVE AUTHORITY: **STP: 23 U.S.C.A., Section 133**, Surface Transportation Program.

If federal funds are included in this Agreement, the requirements detailed in CFDA Number 20.205-Highway Planning and Construction are included as a part of this Agreement by reference and the Agency shall comply with the requirements detailed in CFDA Number 20.205 in the performance of this Agreement.



Tabulation of Bids*

Purchasing Office Solicitation No.:	2016-005 (industrial pretreatment sampling and testing, Water Reclamation Facility influent and effluent testing, and testing of river samples)					
Notice to Bidders published in the <i>Williamson Herald</i> on:	8/20/15					
Number of vendors that were notified of / that responded to this solicitation for bids:	5 / 2					
Date and time bids due and publicly opened:	9/10/15 2:00 PM					
Present at opening of bids:	Travis Johnson of ESC Lab Sciences; Melody Dunlap of Microbac Laboratories, Inc.; and Dee Settle and Brian Wilcox of the City of Franklin Purchasing Office					
Target meeting of BOMA at which recommendation will be considered:	11/10/15					
Bids received from:	Bid No.:	Does the bid include all required documents?	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Total estimated bid amount based upon specified estimated quantities, per year:	Payment terms:	Bid and bid pricing is valid through:
ESC Lab Sciences 12065 Lebanon Road Mt. Juliet, TN 37122 Travis Johnson, Sales Representative 615-519-0752 tjohnson@esclabsciences.com	1 of 1	Yes	Bidder takes no exceptions	\$39,964.00	net 30 days	06/20/17
Microbac Laboratories, Inc. 2631 Grandview Ave. Nashville, TN 37211 LeAnne Lee, Laboratory Manager 615/242-1480 LeAnne.lee@microbac.com	1 of 1	Yes	Bidder takes no exceptions	\$42,483.00	net 30 days	09/10/16

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

*Shaded bid is apparent lowest best bid

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0328)

THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and ESC Lab Sciences (a.k.a., Environmental Science Corp.) of Mt. Juliet, Tennessee (“VENDOR”), who mutually agree as follows:

1. CITY issued (a) on August 20, 2015 Purchasing Office Solicitation No. 2016-005 through 2016-007, a procurement solicitation for bids for performance upon demand of certain wastewater treatment laboratory contract services for the specified term of award, and (b) on September 2, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2016-005 through 2016-007 (collectively, “SOLICITATION”).
2. In response to CITY’s SOLICITATION, VENDOR submitted a bid dated September 21, 2015 (“SUBMITTAL”), a copy of that portion of which pertains to industrial pretreatment sampling and testing, Water Reclamation Facility influent and effluent testing, and testing of river samples (Purchasing Office Solicitation No. 2016-005; “BID FOR PERTINENT SERVICES”) is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted a Certificate of Insurance (“CERTIFICATE OF INSURANCE”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY’s Insurance Requirements as specified in SOLICITATION.
4. If and when insurance coverage documented by CERTIFICATE OF INSURANCE expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
5. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
6. VENDOR agrees to impose CITY’s insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
7. VENDOR included CITY’s Indemnification Agreement, executed for VENDOR, in SUBMITTAL.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0328)

8. VENDOR included "ESC Lab Sciences Standard Terms and Conditions" in SUBMITTAL, a document which is hereby replaced in its entirety by the version modified to be mutually acceptable ("ESC LAB SCIENCES STANDARD TERMS AND CONDITIONS MODIFIED FOR COF CONTRACT NO. 2015-0328") and attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein.
9. CITY awarded on November 10, 2015 to VENDOR the purchase of industrial pretreatment sampling and testing, Water Reclamation Facility influent and effluent testing, and testing of river samples pursuant to SOLICITATION, BID FOR PERTINENT SERVICES, CERTIFICATE OF INSURANCE, and ESC LAB SCIENCES STANDARD TERMS AND CONDITIONS MODIFIED FOR COF CONTRACT NO. 2015-0329.
10. The term of award shall commence upon execution by CITY of this AGREEMENT and shall expire June 30, 2017. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than three (3) options to extend the term of award, each time for up to one (1) additional year, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including unit pricing indicated in BID FOR PERTINENT SERVICES; and (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
11. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; (c) ESC LAB SCIENCES STANDARD TERMS AND CONDITIONS MODIFIED FOR COF CONTRACT NO. 2015-0328; and (d) BID FOR PERTINENT SERVICES.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:



(signature of VENDOR's authorized representative)

TITLE: Chief Financial Officer

For CITY:

(signature of CITY's authorized representative)

TITLE: Mayor

Approved as to Form:

Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0328)

Attachment No. 1

BID FOR PERTINENT SERVICES



City of Franklin, TN
Solicitation Nos. 2016-005 and 2016-006
Wastewater Treatment Lab Services

Bid Opening Date: September 10, 2015, 2:00 PM Central Time

Original

12065 Lebanon Road, Mt. Juliet TN 37122 (800) 767-5859
www.esclabsciences.com

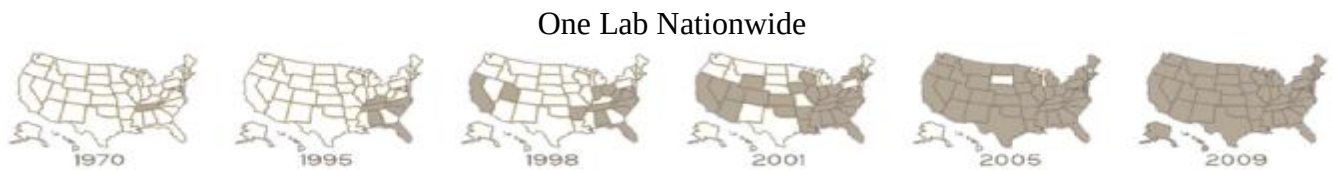


One Lab Nationwide



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- 3 Project Specifications
- 4 Indemnification Agreement
- 5 Exceptions
- 6 References
- 7 Standard Procurement Terms and Conditions
- 8 ESCs Terms and Conditions
- 9 Affidavit of Non-Collusion
- 10 Affidavit of Drug-Free Work Place
- 11 Affidavit of Title VI Compliance
- 12 Digital Copy of Bid Submittal



Bid Submittal Form

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

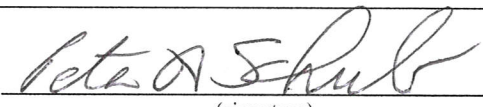
Purchasing Office Solicitation No.: 2016-005 through 2016-007

Vendor's name, street address, and mailing address:	ESC Lab Sciences 12065 Lebanon Road Mt. Juliet, TN 37122 PO Box 5003, Lebanon TN 37088-5003 (Remittance only)
Vendor's contact person's name (printed), title, telephone number and e-mail address:	Travis Johnson Sales Representative 615-519-0752 tjohnson@esclabsciences.com
Does the bidder take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Total quoted all-inclusive estimated bid price for all specified services for a twelve (12) month period (vendors are invited to bid on any or all of the specified contract services):	
Industrial pretreatment sampling and testing, and Water Reclamation Facility influent and effluent testing (City of Franklin Purchasing Office Solicitation No. 2016-005):	\$ 39,964.00
Aquatic toxicity (biomonitoring) testing (City of Franklin Purchasing Office Solicitation No. 2016-006):	\$ 4,400.00
Annual stream bioassay sampling, testing and identification (City of Franklin Purchasing Office Solicitation No. 2016-007):	\$ No Bid
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following delivery terms: _____
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following payment terms: _____

Bid Submittal Form

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

Purchasing Office Solicitation No.: 2016-005 through 2016-007

Vendor's name:	ESC Lab Sciences
Last date (no sooner than December 31, 2015) that bid and associated pricing is valid and may be accepted by the City:	June 20, 2017
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., “ACH” or “Electronic Funds Transfer”), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☐ ACH or Electronic Funds Transfer. ☒ Visa credit card.
Are the following components included with this Bid Submittal Form in the bid submittal? - Detailed vendor-supplied description of bid product(s) and/or service(s); - City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; - Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; - Vendor-supplied contact information for minimum of three references; - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; - If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; - City of Franklin Affidavit of Title VI Compliance, executed in full; and - A complete digital copy of submitted bid documents per the Instructions for Bidders.	☒ Yes, see enclosed. ☐ No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	☐ Addendum No. _____ ☐ Addenda Nos. _____ ☒ No addenda.
Signature of bidder's authorized representative: I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 _____ (signature)
Title of bidder's authorized representative:	CEO
Date of signature: <i>Peter A. Schulz - 9-9-15</i>	September 9, 2015



12065 Lebanon Rd.

Mt. Juliet, TN 37122

Ph.: (800) 767-5859

Fax: (615) 758-5859

Internet: www.envsci.com

Quote: FRANKTN090915S1

REP: Travis Johnson (615) 519-0752 tjohnson@esclabsciences.com

TSR: Janet Hensley (615) 773-9665 jhensley@esclabsciences.com

City of Franklin

Purchasing - City Hall, Suite 107, 109 Third Avenue South

Franklin, TN 37064

Email: purchasing@franklintn.gov

Phone: 615-550-6692

Project: Solicitation No. 2016-005; Industrial Pretreatment Sampling & Testing, Water Reclamation Facility Influent & Effluent Testing, Testing of River Samples.

Matrix: Wastewater No Project Specific QAPP or SAP

Payment Terms: Net 30 Days

Date: Sept. 9, 2015

Quote Exp. Date: June 30, 2017

Parameter	Method	Cost/Sample
Minimum Industrial Categorical Parameters (twice per year) 2 Industries		
11.2.1.1.1 Molybdenum	200.7	\$9.00
Copper	200.7	\$9.00
Chromium	200.7	\$9.00
Nickel	200.7	\$9.00
Cadmium	200.7	\$9.00
Lead	200.7	\$9.00
Mercury	245.1	\$30.00
Silver	200.7	\$9.00
Zinc	200.7	\$9.00
Arsenic	200.7	\$9.00
Selenium	200.7	\$9.00
Cyanide	4500CN-E	\$30.00
Phenol (total)	420.1	\$25.00
Phthalates (included w/TTO)		
TTO (Phthalates, Naphthalene & Xylene)	608, 625, 624	\$400.00
pH	4500H-B	\$5.00
CBOD5	SM5210B	\$30.00
TSS	2540D	\$10.00
Ammonia Nitrogen	350.1	\$20.00
Oil & Grease	1664	\$35.00
Xylene (included w/TTO)		
Flow (on site)		\$0.00
Collection Fee		\$150.00
Semi Annual Total Per Event		\$825.00
X 2 Semi Annual		\$1,650.00
X 2 Industries		\$3,300.00

Minimal Industrial Non-Categorical Parameters - (twice a year) (1 Industry)

11.2.1.1.2.	Molybdenum	200.7	\$9.00	
	Copper	200.7	\$9.00	
	Chromium	200.7	\$9.00	
	Nickel	200.7	\$9.00	
	Cadmium	200.7	\$9.00	
	Lead	200.7	\$9.00	
	Mercury	245.1	\$30.00	
	Silver	200.7	\$9.00	
	Zinc	200.7	\$9.00	
	Arsenic	200.7	\$9.00	
	Selenium	200.7	\$9.00	
	Cyanide	4500CN-E	\$30.00	
	Phenol (total)	420.1	\$25.00	
	Phthalates/Naphthalene	625	\$75.00	
	pH	4500H-B	\$5.00	
	CBOD5	SM5210B	\$30.00	
	TSS	2540D	\$10.00	
	Ammonia Nitrogen	350.1	\$17.00	
	Oil & Grease	1664	\$35.00	
	VOC's	624	\$85.00	
	Flow (on site)		\$0.00	
	Collection Fee		\$150.00	
		Semi Annual Total Per Event	\$582.00	
		X 2 Semi Annual		\$1,164.00

Minimum Water Reclamation Facility Influent/Effluent Twice per year

11.2.1.2.1	Molybdenum	200.8	\$9.00	
	Copper	200.8	\$9.00	
	Chromium	200.8	\$9.00	
	Nickel	200.8	\$9.00	
	Cadmium	200.8	\$9.00	
	Lead	200.8	\$9.00	
	Low Level Mercury	1631	\$50.00	
	Silver	200.8	\$9.00	
	Zinc	200.8	\$9.00	
	Arsenic	200.8	\$9.00	
	Selenium	200.8	\$9.00	
	Cyanide	4500CN-E	\$30.00	
	Phenol (total)	420.1	\$25.00	
	Phthalates/Naphthalene	625	\$75.00	
	pH	4500H-B	\$5.00	
	CBOD5	SM5210B	\$30.00	
	TSS	2540D	\$10.00	
	Ammonia Nitrogen	350.1	\$20.00	
	Oil & Grease	1664	\$35.00	
	VOC's	624	\$85.00	
	COD	410.4	\$17.00	
		Total Per Sample	\$472.00	
		X 2 Samples (Inf. & Eff)	\$944.00	
		X 2 Semi Annual		\$1,888.00

Semi Annual			
11.2.1.2.2	TTO (Phthalates, Naphthalene & Xylene)	608, 625, 624	\$400.00
		x 2 samples (Inf. And Eff.)	\$800.00
		X 2 Semi Annual	\$1,600.00
Composite Sample (Influent) Twice a month			
11.2.1.2.3	Total Nitrogen (Nitrate, Nitrite, TKN)	Calc. 300.0, 300.0 , 351.2	\$40.00
	Phosphorous	365.1	\$18.00
		Total Per Sample	\$58.00
		X 2 Per Month	\$116.00
		X 12 Months	\$1,392.00
Composite Sample (Effluent) Twice a month			
11.2.1.3.4	Total Nitrogen (Nitrate, Nitrite, TKN)	Calc. 300.0, 300.0 , 351.2	\$40.00
	Phosphorous	365.1	\$18.00
		Per Sample Total	\$58.00
		X 2 Per Month	\$116.00
		X 12 months	\$1,392.00
Three River Points (May 1 through October 31) Twice a month (13 Times a Year)			
11.2.1.2.5	Total Nitrogen (Nitrate, Nitrite, TKN)	Calc. 300.0, 300.0 , 351.2	\$40.00
	Phosphorous	365.1	\$18.00
		Per Sample Total	\$58.00
		X 2 Per Month	\$116.00
		X 13 Samples	\$1,508.00
Twice Per Month (May 1 through October 31) (12 Times a Year)			
11.2.1.3.6	Insoluble TKN	351.2	\$17.00
	Insoluble Phosphorous	365.1	\$20.00
		Total Per Sample	\$37.00
		x 2 Per Month	\$74.00
		x 12 samples	\$888.00
Weekly Analysis of up to six (6) river samples, as follows:			
11.2.1.3.1	CBOD	SM5210B	\$18.00
11.2.1.3.2	Total Nitrogen (Nitrate, Nitrite, TKN)	Calc. 300.0, 300.0 , 351.2	\$40.00
11.2.1.3.3	Total phosphorous	365.1	\$18.00
11.2.1.3.4	TSS	2540D	\$10.00
		Weekly Total	\$86.00
		X 52 Weeks	\$4,472.00
		X 6 Samples	\$26,832.00
Grand TOTAL			\$39,964.00

* Subcontracted with a 12 working day turnaround time.

Notes:

- * The City shall collect Influent, Effluent and River Samples. ESC will collect industrial samples.
- * All sample results shall be forwarded to the City of Franklin within 10 working days after collection.
- * All data concerning total Nitrogen and total Phosphorus shall be furnished to the City by the 5th of the month following sample collection.
- * ESC as part of the bid price shall analyze all associated EPA spike samples.
- * Any additional analysis requested by the City of Franklin shall be performed at the same unit pricing as indicated in the original bid.

Prices quoted reflect a 7 - 10 working day turnaround and include the following service options:

- * All necessary sampling containers, coolers, and preservatives.
- * Pre-printed labels and chain of custody forms.
- * Analysis verification shall be provided at no additional cost.
- * All EPA verification samples (spikes) shall be analyzed at no additional cost.
- * Data delivery via email or secure web access. Additional \$5.00 per set charge applicable for hard copies.
- * Inbound and outbound transport of samples/supplies.
- * Email notification of sample login.
- * On-Line Data Management.
- * Reported trip blanks are billable samples.

Please reference your job number and/or job name on chain of custody along with the ESC quote number, or attach copy of this quote with chain of custody upon submittal of samples to laboratory.

FRANKTN090915S1

If you have any technical questions, or would like to place an order for bottles, please contact your Technical Service Rep., Janet Hensley

RUSH Turnaround Multipliers: (from receipt of sample)

1 Working Day x 2

2 Working Days x 1.5

3 to 4 Working Days x 1.25

5 Working Days/Firm Due Date x 1.1

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-005 through 2016-007

1. Solicitation identified: These specifications apply to the following procurement:
performance upon demand of each of the following wastewater treatment laboratory contract services for the specified term of award: (A) industrial pretreatment sampling and testing, Water Reclamation Facility influent and effluent testing, and testing of river samples (Purchasing Office Solicitation No. 2016-005); (B) aquatic toxicity (biomonitoring) testing (2016-006); and (C) annual stream bioassay sampling, testing and identification (2016-007); each being bid independently

Purchasing Office Solicitation No.: 2016-005 through 2016-007

2. Notice to Bidders publication date: **August 20, 2015**
3. Solicitation release date: **August 20, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **September 1, 2015, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **September 10, 2015, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **October 9, 2015**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **November 10, 2015**
8. Objective: To secure, by means of a competitive procurement process, the selection of the least expensive responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to supply and perform for the City of Franklin Water Reclamation Facility, 135 Claude Yates Drive, Franklin, TN 37064, the following three (3) specified wastewater treatment laboratory contract services for the specified term of award:
 - a. industrial pretreatment sampling and testing, Water Reclamation Facility influent and effluent testing, and testing of river samples (Purchasing Office Solicitation No. **2016-005**);
 - b. aquatic toxicity (biomonitoring) testing (Purchasing Office Solicitation No. **2016-006**); and
 - c. annual stream bioassay sampling, testing and identification (Purchasing Office Solicitation No. **2016-007**).

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-005 through 2016-007

All three (3) specified contract services are being bid out simultaneously, but each specified contract service is being bid out separately from and independently of the others. Vendors are invited to submit bids for any or all of the specified contract services. See the accompanying Instructions for Bidders for additional information and instructions.

9. Exceptions:

- a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
- b. Any deviation or variance from the City's specifications shall be considered to be an exception.
- c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

10. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms. As a matter of practice, the City of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-005 through 2016-007

- d. Payment terms. As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-005 through 2016-007

the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.

- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return to duty and follow up alcohol and controlled substances testing of city employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

11. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products, items and/or services.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-005 through 2016-007

- 11.1.** **Notes pertaining to the provision of all or any of the three (3) contract services specified below:**
- 11.1.1.** **C** The contract services specified below are required by the City for the routine operation of the City's wastewater treatment system. Contract services as bid shall be designed to meet the needs of the City according to industry standards for this intended purpose, all in conformance with applicable US EPA, State of Tennessee and City of Franklin rules and procedures.
- 11.1.2.** **C** The City seeks bids for the following three (3) specified wastewater treatment laboratory contract services for a term of award to commence as of a date to be established in the Procurement Agreement that shall memorialize the final terms of this procurement, tentatively on or about December 1, 2015, and shall terminate June 30, 2017:
- 11.1.2.1.** industrial pretreatment sampling and testing, Water Reclamation Facility influent and effluent testing, and testing of river samples (Purchasing Office Solicitation No. **2016-005**);
- 11.1.2.2.** aquatic toxicity (biomonitoring) testing (Purchasing Office Solicitation No. **2016-006**); and
- 11.1.2.3.** annual stream bioassay sampling, testing and identification (Purchasing Office Solicitation No. **2016-007**).
- 11.1.3.** **C** All three (3) specified contract services are being bid out simultaneously, but each specified contract service is being bid out separately from and independently of the others. Vendors are invited to bid on any or all of the specified contract services.
- 11.1.4.** **C** The frequencies of each of the contract services are indicated below. For each of the three (3) respective contract services for which the bidder intends to compete, bidders are to quote one all-inclusive estimated price for all specified services for a twelve (12) month period. Bidders shall prepare and submit along with the Bid Submittal Form an itemized explanation of how it determined the all-inclusive estimated price for all specified services. The itemized explanation shall list estimated quantities, unit prices and extended prices (quantity multiplied by unit price) for each item for a twelve (12) month period. The unit prices shall be inclusive of all costs to the vendor of providing the specified services. The sum of the extended prices shall equal the all-inclusive estimated price for all specified services for a twelve (12) month period. The unit prices indicated on the itemized explanation shall be binding for the term of the award.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-005 through 2016-007

11.1.5. C At any time after commencement but before or as soon as practicable after the expiration of this term of award, the City and the vendor may, by mutual consent, exercise an option to extend the term of award up to three times, each time for up to one (1) additional year, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.

11.1.6. Insurance requirements:

11.1.6.1. C Before award of the procurement by the City, the successful bidder (that is, the vendor who is recommended be awarded the purchase) shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured with Additional Insured endorsement attached
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder* only
Workers Compensation	Statutory limits	Certificate Holder* only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder* only
Professional liability (environmental testing)	\$1,000,000 Combined Single Limit	Certificate Holder* only

*Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-005 through 2016-007

- 11.1.6.2. C If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.
- 11.1.6.3. C In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancellation.
- 11.1.6.4. C The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-005 through 2016-007

11.2.		Industrial pretreatment sampling and testing, Water Reclamation Facility influent and effluent testing, and testing of river samples (Purchasing Office Solicitation No. 2016-005)
11.2.1.		Specified services for Purchasing Office Solicitation No. 2016-005:
11.2.1.1.	<u>C</u>	Industrial pretreatment sampling and testing:
11.2.1.1.1.	<u>C</u>	Minimum Industrial Categorical Parameters (twice per year): Molybdenum, Copper, Chromium Nickel, Cadmium, Lead, Mercury, Silver, Zinc, Arsenic, Selenium, Cyanide, Phenol (total), Phthalates ¹ , T.T.O., pH, CBOD5, TSS, Ammonia as Nitrogen, Oil and Grease, Xylene, and Flow.
11.2.1.1.2.	<u>C</u>	Minimum Industrial Non-Categorical Parameters (twice per year): Molybdenum, Copper, Chromium, Nickel, Cadmium, Lead, Mercury, Silver, Zinc, Arsenic, Selenium, Cyanide, Phenol (total), Phthalates ¹ , pH, CBOD5, TSS, Ammonia as Nitrogen, Oil and Grease, Flow, Benzene, Carbon Tetrachloride, Chloroform, Trans-1,2-Dichloroethylene, Ethyl benzene, Methylene Chloride, Tetrachloroethylene, Toluene, Trichloroethylene, 1,1,1-Trichloroethane, Naphthalene, and Xylene.
11.2.1.2.	<u>C</u>	Minimum Water Reclamation Facility Influent / Effluent Parameters:
11.2.1.2.1.	<u>C</u>	Twice per year: Molybdenum, Copper, Chromium, Nickel, Cadmium, Lead, Low-Level Mercury, Silver, Zinc, Arsenic, Selenium, Cyanide, Phenol (total), Phthalates ¹ , pH, CBOD5, TSS, Ammonia as Nitrogen, Oil and Grease, Benzene, Carbon Tetrachloride, Chloroform, Trans-1, 2-Dichloroethylene, Ethylbenzene, Methylene Chloride, Tetrachloroethylene, Toluene, Trichloroethylene, 1,1,1-Trichloroethane, Naphthalene, Xylene, Acetone, and COD.
11.2.1.2.2.	<u>C</u>	Semi-annual: T.T.O.
11.2.1.2.3.	<u>C</u>	A twice-per-month influent composite sample for the total nitrogen and phosphorous.
11.2.1.2.4.	<u>C</u>	A twice-per-month effluent composite sample for the total nitrogen and phosphorous.
11.2.1.2.5.	<u>C</u>	Total nitrogen and phosphorous shall be analyzed for three (3) river points on a twice-per-month basis during half of each calendar year (assume 13 times per year, May 1 through October 31).

¹ Total phthalates is the sum of: (1) Bis (2-Ethylhexal) phthalate; (2) Butylbenzylphthalate; (3) Di-N-butylphthalate; and (4) Diethyl Phthalate.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-005 through 2016-007

- | | | |
|-------------|----------|--|
| 11.2.1.2.6. | <u>C</u> | Insoluble TKN and insoluble Phosphorous shall be analyzed twice per month during the period of (12 times, May 1 through October 31). |
| 11.2.1.3. | <u>C</u> | Weekly analysis of up to six (6) river samples, as follows: |
| 11.2.1.3.1. | <u>C</u> | CBOD |
| 11.2.1.3.2. | <u>C</u> | Total nitrogen (nitrate, nitrite, TKN) |
| 11.2.1.3.3. | <u>C</u> | Total phosphorous |
| 11.2.1.3.4. | <u>C</u> | TSS (total suspended solids) |
| 11.2.2. | | Notes pertaining to the provision of the services of Purchasing Office Solicitation No. 2016-005: |
| 11.2.2.1. | <u>C</u> | Any and all necessary containers, preservatives, coolers, ice and transportation shall be supplied by the successful bidder. |
| 11.2.2.2. | <u>C</u> | All sample results shall be submitted within a ten (10) day turn-around. |
| 11.2.2.3. | <u>C</u> | Analysis verification shall be provided at no additional cost to the City. |
| 11.2.2.4. | <u>C</u> | All EPA verification samples (spike) shall be analyzed at no additional cost to the City. |
| 11.2.2.5. | <u>C</u> | Any analysis not directly analyzed by bidder must be denoted in original bid. Permission must be granted by the City of Franklin Water Reclamation Facility before said item is subcontracted for analysis. |
| 11.2.2.6. | <u>C</u> | The City shall collect influent, effluent and river samples. The vendor shall provide labor and means necessary to pick up City-collected samples at and transport City-collected samples from the Water Reclamation Facility. |
| 11.2.2.7. | <u>C</u> | The vendor shall provide all labor necessary to collect samples at and transport samples from all industrial locations. |
| 11.2.2.8. | <u>C</u> | The vendor is to furnish any sampling equipment necessary that is not provided, in good working order, by industries to be sampled. |
| 11.2.2.9. | <u>C</u> | Industrial sampling consists of: (a) two (2) categorical industries; and (b) one (1) non-categorical industry. |
| 11.2.2.10. | <u>C</u> | Flow meters must be calibrated before all sampling events. |
| 11.2.2.11. | <u>C</u> | Vendor shall be responsible for all sampling transportation. |
| 11.2.2.12. | <u>C</u> | Water meter readings shall be taken in conjunction with each sampling event. |

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-005 through 2016-007

- | | | |
|------------|----------|---|
| 11.2.2.13. | <u>C</u> | All sampling results shall be forwarded to the City of Franklin within ten working days after collection. |
| 11.2.2.14. | <u>C</u> | All data concerning total Nitrogen and total Phosphorus shall be furnished to the City by the fifth of the month following sample collection. |
| 11.2.2.15. | <u>C</u> | Sample verification shall be the responsibility of the vendor. |
| 11.2.2.16. | <u>C</u> | The vendor as a part of the bid price shall analyze all associated EPA spike samples. |
| 11.2.2.17. | <u>C</u> | The bid must clearly indicate any work performed by sub-contractor. |
| 11.2.2.18. | <u>C</u> | Any additional analysis requested by the City of Franklin shall be performed at the same unit pricing as indicated in the original bid. |

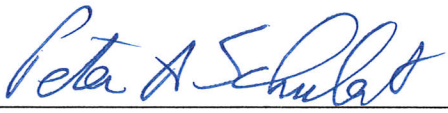
Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

On behalf of Bidder/Proposer, Peter A. Schulert agrees that:
(printed name of person signing Agreement)

1. He or she is the CEO of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
ESC Lab Sciences,
(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.


(signature of person whose printed name appears above)

CEO
(title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016-005 - 2016-007)

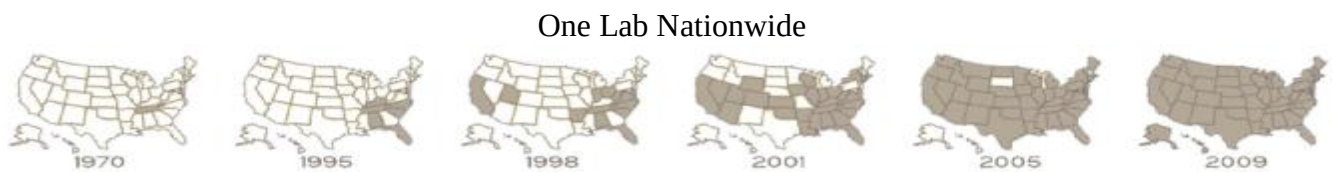
Form revised 02/25/2005



Exceptions

ESC has no exceptions for Solicitation No. 2016-005 through 2016-006

ESC will not be bidding on 2016-007





Solicitation No.: 2016-005 through 2016-006

References:

Barge, Waggoner, Sumner & Cannon

Mr. Any Foy - Engineer

211 Commerce Street, Suite 600

Nashville, TN 37201

615-254-1500

Work Performed: Testing for Sanitary Landfills, Raw Water, Water Quality & Indoor Air

City of Columbia, TN

Mr. Don Allman – Plant Supervisor

1244 Treatment Plant Road

Columbia, TN 38401

931-388-2419

Work Performed: Wastewater Influent, Effluent and Industrial Wastewater.

City of Franklin, TN Wastewater Treatment Plant

Mr. Juan Davis – Plant Supervisor

135 Claude Yates Drive

Franklin, TN 37064

615-791-3240

Work Performed: Biomonitoring

One Lab Nationwide



Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. ²⁰¹⁶⁻⁰⁰⁵ ²⁰¹⁶⁻⁰⁰⁷ - _____

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

ESC Lab Sciences

Attn: Carla S. Hennesy

12065 Lebanon Road

PO Box 5003, Lebanon TN 37088-5003 (remittance only)

Mt. Juliet, TN 37122

615-75-5859

chennesy@esclabsciences.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 (“Severability”) above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

ESC Lab Sciences Standard Terms and Conditions

- 1. These Standard Terms and Conditions shall govern all work provided by ESC Lab Sciences (ESC) and no other terms and conditions shall prevail unless ESC and Client have a separate signed agreement in place. These Terms and Conditions may be modified from time to time and all work performed by ESC shall be governed by the Terms and Conditions in effect at the time an order is accepted by ESC.**
- 2. ESC Certifications.** ESC agrees to maintain or obtain such permits, licenses or certifications as are necessary to allow ESC to perform its Laboratory Testing Services.
- 3. ESC's Obligations.**
 - (a) ESC shall render Laboratory Testing Services in a manner, which will promote availability, adequacy and continuity of such services. ESC shall remain solely responsible for the quality of its Laboratory Testing Services and shall render such services in accordance with generally accepted analytical and environmental laboratory practice, and professionally recognized standards relating to the furnishing of laboratory services.
 - (b) ESC will render Laboratory Testing Services to Client in the same manner as offered to ESC's other clients. ESC shall prepare and maintain appropriate records related to the Laboratory Testing Services performed by ESC hereunder. The records shall be maintained in accordance with prudent record keeping.
- 4. Client's Obligations.** With each sample, which Client or Client's designee forwards to ESC, Client or its designee will provide:
 - (a) The name of the Client's Project Manager responsible for the project associated with the sample;
 - (b) The name of the party (Client or its designee) submitting the sample;
 - (c) The location from which the sample was collected including site identification information and sample identification;
 - (d) Sample collection date and time;
 - (e) The Laboratory Testing Services to be provided;
 - (f) Directions on where reports regarding the sample shall be sent.
- 5. Other Client Obligations.** Client agrees to inform ESC of any hazardous characteristics suspected or known about the sample or suspected based on the sample collection site or circumstances. Likewise, information on hazard prevention and personal protection shall be provided to ESC.
- 6. ESC's Fees.** ESC shall perform the Laboratory Testing Services for the fees as set forth by written agreement between the Client and ESC. ESC shall render its invoices to Client as samples are reported. Client shall pay the amount of such invoices to ESC within thirty (30) days of invoice date or as otherwise agreed in writing between the Client and ESC. A 1-1/2% per month late charge is added to all unpaid balances past the 30-day terms. ESC reserves the right to cease all work in the event Client does not pay its invoice(s). In the event of default in payment for services rendered, Client is responsible for reasonable collection and/or legal fees. All fees are charged or billed directly to Client. If we accept work from you that you want billed to a third party, that work remains your financial responsibility until ESC has a written agreement from that third party that acknowledges and accepts payment responsibility, and has been approved for credit by ESC. Client agrees to notify ESC of any invoicing or reporting disputes within 30 days of invoice date. ESC reserves the right to charge an additional fee for payments made by credit card.
- 7. Ordering.** Client may order services (i.e., specify a Scope of Work) by submitting a written purchase order, by placing a telephone order which will be subsequently be confirmed in writing, by sending ESC a request for analytical services via internet, or by confirming in writing or internet our quotation for analytical services. Supplemental analyses on existing samples that have already been analyzed shall be re-logged and billed additional fees.
- 8. Advance Notice.** Client agrees to provide at least 5 days advance notice of the sample delivery schedule, or any changes to the schedule, whenever possible. Greater advance notice (e.g. 1-2 weeks) will allow ESC to better meet client's needs. When client sends ESC samples on the agreed-upon schedule, ESC will use its best efforts to meet mutually agreed upon turnaround times. If client gives ESC less notice of when it will send samples, it may be necessary to change ESC's turnaround time commitment; ESC may not be able to accept all client's samples, and any late delivery will not be held to be due to ESC's fault or neglect. All turnaround times will be calculated from the date of Sample Delivery Acceptance by the laboratory.
- 9. Sample Containers.** ESC provides sample containers upon request. ESC reserves the right to charge a fee for sample containers and it is ESC's standard to provide such supplies using ground delivery. Delivery/shipment terms other than ESC standard may be subject to additional fees. Client agrees to NOT use ESC sample containers for work submitted to any lab other than ESC. Unused supplies and sample containers not returned to ESC may be subject to fees to recover the cost of containers, outbound/return shipping, and sample disposal. ESC also reserves the right to charge a minimum invoice fee in certain instances.
- 10. Delivery of Samples.** Upon timely delivery of samples, ESC will use its best efforts in meeting mutually agreed upon turnaround times. ESC will advise client of samples that are missing or received in damaged, contaminated, or improperly preserved condition. The risk of loss or damage to the sample will be assumed by ESC upon Sample Delivery Acceptance. Sample Delivery Acceptance occurs when the sample is delivered to an employee of ESC and it is logged in or when an ESC courier takes possession of the sample. Samples must be accompanied by: a) adequate instruction on type of analysis requested, and b) complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal and state law(s). ESC reserves the right to refuse to accept or to rescind acceptance of any sample, which in the judgment of ESC is likely to pose any unreasonable risk in handling and/or analysis.
- 11. Shipment of Hazardous Samples.** Client represents and warrants that any sample containing any known hazardous substance which is to be delivered to ESC is labeled, packaged, manifested, transported, and delivered to ESC in accordance with the most current state and federal regulations of the Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), Toxic Substances Control Act (TSCA), Resource Conservation and Recovery Act (RCRA), the Department of Transportation (DOT), the Food and Drug Administration (FDA), and any federal, state, and local agencies. If you send ESC highly contaminated samples without the required disclosure and these cause interruptions in the lab's ability to process work due to injury of ESC staff or contamination of instruments or work areas, at ESC's option you may be held responsible for the costs of clean up and recovery. ESC does not accept samples with radioactive contamination.
- 12. Holding Times.** ESC will initiate preparation and/or analysis within holding times if Sample Delivery Acceptance occurs within 48 hours of sample collection or within ½ of the holding time if the test's holding time is less than 96 hours. If Sample Delivery Acceptance occurs outside this period, ESC will use its best efforts to meet the holding times. The holding time commitment will be satisfied if ESC does an initial analysis within holding time, even if reanalysis for Quality Assurance requirements occurs outside holding times.
- 13. Reports and Use of Data.** ESC prohibits the use of its name in connection with any unauthorized use of its reports without its prior written consent. If results delivered by ESC do not meet the warranties described in these Terms and Conditions, but nevertheless are used by client and its client, then ESC still will be paid the contract price for its work. If ESC's work is challenged, it shall be given the right to independently defend its data directly with the challenger; and if this right

ESC Lab Sciences Standard Terms and Conditions

is not given to ESC, then client will pay ESC in full for the challenged work.

- 14. Special Reports.** Additional charges may be necessary for customized reports that differ significantly from ESC's standard format. Additional charges will apply for specific QA/QC reports and data packages. ESC's standard format for reporting results or data packages is electronic. ESC reserves the right to charge a fee for report delivery other than electronic.
- 15. Hazardous Wastes.** ESC reserves the right to charge a fee for sample disposal for any and all samples received from Client. ESC's standard is to dispose of samples within 45 days of receipt. ESC also reserves the right to return to the Client upon completion of the analytical work unused portions of samples found or suspected to be hazardous according to state or federal guidelines. The cost of returning such samples may be invoiced to the Client.
- 16. Litigation.** In the event ESC receives a subpoena or other legal or administrative process requiring the deposition or court appearance of ESC personnel or production of documents and records arising out of the services provided hereunder and in which ESC is not a named party and/or the Services are not subject of dispute, ESC shall be reimbursed on a time and material basis at its then effective labor rates and direct expense for all costs incurred in connection therewith. ESC will attempt to promptly notify Client of the subpoena or other legal process to allow Client to take such action through the courts, as it may deem appropriate. It is understood that ESC's compliance with the subpoena or other legal process shall not constitute any breach of any obligation of confidentiality which may exist between ESC and Client.
- 17. Indemnification, Liability, and Insurance.** ESC agrees to indemnify, defend, and save client, its officers, directors, employees, agents, and representatives harmless from all losses, expenses, demands, and claims made against client, its officers, directors, employees, agents, and representatives because of any personal injuries, death, or property damage to the extent caused by the gross negligence or willful misconduct of ESC, its employees, agents, or representatives in connection with the performance of services under these Terms and Conditions, except to the extent such losses, expenses, demands, or claims occur as a result of the negligent or willful acts or omissions of client, its officers, directors, employees, agents, and representatives; however, such indemnification and damages shall, in the aggregate, be limited to an amount equal to the lesser of (a) damages suffered by client as the direct result thereof, or (b) the limit of the applicable insurance coverage. Client shall indemnify ESC for all third party claims relating to the work performed by ESC for the Client.
- 18. Warranty and Limits of Liability.** In accepting analytical work, ESC warrants the accuracy of test results for the sample(s) submitted. **The foregoing express warranty is exclusive and is given in lieu of all other warranties, expressed or implied. ESC disclaims any warranty of fitness for particular purpose and warranty of merchantability. In no event shall ESC be liable for indirect, special, consequential, or incidental damages including, but not limited to, damages for loss of profit or goodwill regardless of (a) the negligence (either sole or concurrent) of ESC and (b) whether ESC has been informed of the possibility of such damages.** ESC accepts no legal responsibility for the purposes for which the client uses the test results. No purchase order for work shall be accepted by ESC which includes any conditions that vary from the above described terms of these Terms and Conditions, and ESC hereby objects to any conflicting terms contained in any acceptance or order submitted by client.
- 19. Force Majeure, Etc.** In no event shall ESC have any responsibility or liability to client for any failure or delay in performance by ESC, which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond ESC's reasonable control. Such causes and circumstances include, but are not limited to, acts of God, client actions, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, equipment breakdown, unavailability of supplies from usual and customary suppliers, difficulties or delays in transportation, mail or delivery services, or any other cause beyond ESC's reasonable control.
- 20. Independent Contractors.** The parties agree that each are at all times acting and performing as independent contractors and that neither party shall be considered an agent, servant, employee, joint venturer or partner with the other party.
- 21. Notices.** Any notice required by these Terms and Conditions shall be in writing and shall be deemed given upon receipt. Written notices may be delivered personally, via facsimile, or by U. S. mail, registered or Certified, return receipt requested; or by commercial delivery. Written notice shall be provided as indicated on signature page/cover sheet for this terms and conditions document.
- 22. Amendment and waivers.** These Terms and Conditions may not be amended, supplemented or modified, and no provision hereof may be waived, unless such amendment, supplement, modification or waiver is in writing and signed by the party against whom enforcement is sought. The waiver of any breach of default under these Terms and Conditions shall not constitute the waiver of any other breach or default, whether or not similar, nor any subsequent breach of the same provision. The election by either party of any right or remedy shall not be deemed exclusive of any other rights or remedies in law or in equity or as may be provided by these Terms and Conditions.
- 23. Confidential Information.** ESC and client agree to keep confidential and to take all reasonable precautions to prevent the unauthorized disclosure of any and all records required to be prepared or maintained by these Terms and Conditions, and ESC's fees set forth on the exhibits.
- 24. Governing Law.** These Terms and Conditions shall be interpreted and governed by rules and laws of the State of Tennessee.
- 25. Term and Termination.** Work under these Terms and Conditions is assumed by all parties to be ongoing until canceled by either the Client or ESC.

Affidavit of Non-Collusion

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

State of Tennessee)
County of Wilson) SS

Affiant, Peter A. Schulert, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the CEO of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
ESC Lab Sciences,
(legal name of entity submitting bid or proposal)

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

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

Peter A. Schulert
(signature of Affiant)

CEO

(title of Affiant)

Sworn and subscribed to before me this 9th day of September, 2015
MARVA SCHMITT
NOTARY PUBLIC
AT
LARGE
WILSON CO. TENN.
(Notary Public)

My Commission Expires: 8-5-2019

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016-005 - 2016-007)

Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Wilson) SS

Affiant, Peter A. Schulert, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the CEO of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
ESC Lab Sciences,
(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

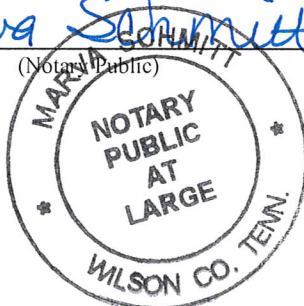
Peter A. Schulert
(signature of Affiant)

CEO
(title of Affiant)

Sworn and subscribed to before me this 9th day of September, 2015

Mareva Schmitt
(Notary Public)

My Commission Expires: 8-5-2019



Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Wilson) SS

Affiant, Peter A. Schulert, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the CEO of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
ESC Lab Sciences,
(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

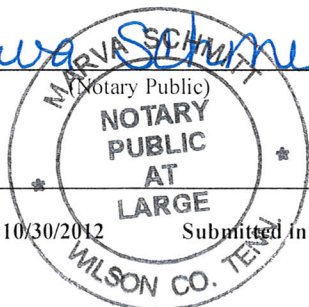
Peter A. Schulert
(signature of Affiant)

CEO
(title of Affiant)

Sworn and subscribed to before me this 9th day of September, 2015

Marva Schmitt
(signature of Notary Public)

My Commission Expires: 8-5-2019



CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0328)

Attachment No. 2

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
12/11/2014	Powell & Meadows Insurance Agency, Inc. of Carthage, Tennessee	not indicated	City of Franklin, TN	Commercial General Liability	12/30/2015
				Automobile Liability	12/30/2015
				Workers Compensation and Employers' Liability	12/30/2015
				Professional Liability & Pollution Liability	12/31/2015



ENVIR-1 OP ID: SM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/11/2014

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 Powell & Meadows Ins Agcy Inc 1006 Main St N / P O Box 1 Carthage, TN 37030 Powell & Meadows - Carthage		CONTACT NAME: Sandra Maynard PHONE (A/C, No, Ext): 615-735-1111 E-MAIL ADDRESS: sandra@powell-meadows.com FAX (A/C, No): 615-735-1266	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Cincinnati Insurance Co.	
		INSURER B: Crum & Forster Specialty Ins Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED
Environmental Science Corp
12065 Lebanon Road
Mt Juliet, TN 37122

NAIC #

10677

44520

COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ contractual liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		CPP0816991	12/30/2014	12/30/2015	EACH OCCURRENCE \$ 1,000,000 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 ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			CPP0816991	12/30/2014	12/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☒ RETENTION \$ 0			CPP0816991	12/30/2014	12/30/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 191893407	12/30/2014	12/30/2015	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Prof Liability & Pollution Liab			PKC101496 RETRO DATE 11/14/1994	12/31/2014	12/31/2015	Agg Limit 5,000,000 Each Loss 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder, the engineer, their officers, agents and employees shall be named as additional insured.

CERTIFICATE HOLDER

CANCELLATION

CITY OF FR City of Franklin, TN 109 Third Avenue South Franklin, TN 37065-0305	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
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC ADDITIONAL INSURED - WHEN REQUIRED IN CONTRACT OR AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. SECTION II - WHO IS AN INSURED, 2. is amended to include:

e. Any person or organization, hereinafter referred to as ADDITIONAL INSURED:

- (1) Who or which is not specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part; and
- (2) For whom you are required to add as an additional insured on this Coverage Part

under:

- (1) A written contract or agreement; or
- (2) An oral agreement or contract where a certificate of insurance showing that person or organization as an additional insured has been issued;

but only with respect to liability arising out of "your work" performed for that additional insured by you or on your behalf. A person or organization's status as an insured under this endorsement continues for only the period of time required by the written contract or agreement, but in no event beyond the expiration date of this Coverage Part. If there is no written contract or agreement, or if no period of time is required by the written contract or agreement, a person or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

2. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended to include:

1. Automatic Additional Insured Provision

The written or oral contract or agreement must be currently in effect or become effective during the term of this Coverage Part. The contract or agreement also must be executed prior to the "bodily injury", "property damage" or "personal and advertising injury" to which this endorsement pertains.

2. Conformance to Specific Written Contract or Agreement

If a written contract or agreement between you and the additional insured specifies that coverage for the additional insured:

- a. Be provided by the Insurance Services Office additional insured form number CG 20 10 or CG 20 37 (where edition specified); or
- b. Include coverage for completed operations; or
- c. Include coverage for "your work";

and where the limits or coverage provided to the additional insured is more restrictive than was specifically required in that written contract or agreement, the terms of Paragraphs 3., 4.a.(2) and / or 4.b., or any combination thereof, of this endorsement shall be interpreted as providing the limits or coverage required by the terms of the written contract or agreement, but only to the extent that such limits or coverage is included within the terms of the Coverage Part to which this endorsement is attached. If, however, the written contract or agreement specifies the Insurance Services Office additional insured form number CG 20 10 but does not specify which edition, or specifies an edition that does not exist, Paragraphs 3. and 4.a.(2) of this endorsement shall not apply and Paragraph 4.b. of this endorsement shall apply.

3. SECTION III - LIMITS OF INSURANCE is amended to include:

The limits applicable to the additional insured are those specified in the written contract or agreement or in the Declarations of this Coverage Part, whichever are less. If no limits are specified in the written contract or agreement, or if there is no written contract or agreement, the limits applicable to the additional insured are those specified in the Declarations of this Coverage Part. The limits of insurance are inclusive of and not in addition to the limits of insurance shown in the Declarations.

4. The following are added to SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions:

The insurance provided to the additional insured does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the:
 - (1) Rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities;
 - (2) Sole negligence or willful misconduct of, or for defects in design furnished by, the additional insured or its "employees".
- b. "Bodily injury" or "property damage" arising out of "your work" included in the "products-completed operations hazard".

- c. "Bodily injury" or "property damage" arising out of "your work" for which a consolidated (wrap-up) insurance program has been provided by the prime contractor / project manager or owner of the construction project in which you are involved.

5. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance is amended to include:

- a. Where required by a written contract or agreement, this insurance is primary and / or noncontributory as respects any other insurance policy issued to the additional insured, and such other insurance policy shall be excess and / or noncontributing, whichever applies, with this insurance.
- b. Any insurance provided by this endorsement shall be primary to other insurance available to the additional insured except:
 - (1) As otherwise provided in SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 5. Other Insurance, b. Excess Insurance; or
 - (2) For any other valid and collectible insurance available to the additional insured as an additional insured by attachment of an endorsement to another insurance policy that is written on an excess basis. In such case, the coverage provided under this endorsement shall also be excess.

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0328)

Attachment No. 3

**ESC LAB SCIENCES STANDARD TERMS AND
CONDITIONS MODIFIED FOR COF CONTRACT NO. 2015-
0328**

ESC Lab Sciences Standard Terms and Conditions
Modified for City of Franklin, TN Contract No. 2015-0328

- 1. These Terms and Conditions shall govern all work provided by ESC Lab Sciences (ESC) except to the extent they are in conflict with CoF Contract No. 2015-0328. These Terms and Conditions may be modified from time to time and all work performed by ESC shall be governed by CoF Contract No. 2015-0328 in effect at the time an order is accepted by ESC.**
- 2. ESC Certifications.** ESC agrees to maintain or obtain such permits, licenses or certifications as are necessary to allow ESC to perform its Laboratory Testing Services.
- 3. ESC's Obligations.**
 - (a) ESC shall render Laboratory Testing Services in a manner, which will promote availability, adequacy and continuity of such services. ESC shall remain solely responsible for the quality of its Laboratory Testing Services and shall render such services in accordance with generally accepted analytical and environmental laboratory practice, and professionally recognized standards relating to the furnishing of laboratory services.
 - (b) ESC will render Laboratory Testing Services to Client in the same manner as offered to ESC's other clients. ESC shall prepare and maintain appropriate records related to the Laboratory Testing Services performed by ESC hereunder. The records shall be maintained in accordance with prudent record keeping.
- 4. Client's Obligations.** With each sample, which Client or Client's designee forwards to ESC, Client or its designee will provide:
 - (a) The name of the Client's Project Manager responsible for the project associated with the sample;
 - (b) The name of the party (Client or its designee) submitting the sample;
 - (c) The location from which the sample was collected including site identification information and sample identification;
 - (d) Sample collection date and time;
 - (e) The Laboratory Testing Services to be provided;
 - (f) Directions on where reports regarding the sample shall be sent.
- 5. Other Client Obligations.** Client agrees to inform ESC of any hazardous characteristics suspected or known about the sample or suspected based on the sample collection site or circumstances. Likewise, information on hazard prevention and personal protection shall be provided to ESC.
- 6. ESC's Fees.** ESC shall perform the Laboratory Testing Services for the fees as set forth by written agreement between the Client and ESC. ESC shall render its invoices to Client as samples are reported. Client shall pay the amount of such invoices to ESC within thirty (30) days of invoice date or as otherwise agreed in writing between the Client and ESC. ESC reserves the right to cease all work in the event Client does not pay its invoice(s). All fees are charged or billed directly to Client. If we accept work from you that you want billed to a third party, that work remains your financial responsibility until ESC has a written agreement from that third party that acknowledges and accepts payment responsibility, and has been approved for credit by ESC. Client agrees to notify ESC of any invoicing or reporting disputes within 30 days of invoice date. ESC waives the right to charge an additional fee for payments made by credit card.
- 7. Ordering.** Client may order services (i.e., specify a Scope of Work) by submitting a written purchase order, by placing a telephone order which will be subsequently be confirmed in writing, by sending ESC a request for analytical services via internet, or by confirming in writing or internet our quotation for analytical services. Supplemental analyses on existing samples that have already been analyzed shall be re-logged and billed additional fees.
- 8. Advance Notice.** Client agrees to provide at least 5 days advance notice of the sample delivery schedule, or any changes to the schedule, whenever possible. Greater advance notice (e.g. 1-2 weeks) will allow ESC to better meet client's needs. When client sends ESC samples on the agreed-upon schedule, ESC will use its best efforts to meet mutually agreed upon turnaround times. If client gives ESC less notice of when it will send samples, it may be necessary to change ESC's turnaround time commitment; ESC may not be able to accept all client's samples, and any late delivery will not be held to be due to ESC's fault or neglect. All turnaround times will be calculated from the date of Sample Delivery Acceptance by the laboratory.
- 9. Sample Containers.** ESC shall provide sample containers. ESC waives the right to charge a fee for sample containers. Client agrees to NOT use ESC sample containers for work submitted to any lab other than ESC. ESC also waives the right to charge a minimum invoice fee.
- 10. Delivery of Samples.** Upon timely sample delivery acceptance of samples, ESC will use its best efforts in meeting mutually agreed upon turnaround times. ESC will advise client of samples that are missing or received in damaged, contaminated, or improperly preserved condition. The risk of loss or damage to the sample will be assumed by ESC upon Sample Delivery Acceptance. Sample Delivery Acceptance occurs when an ESC courier takes possession of the sample. Samples must be accompanied by: a) adequate instruction on type of analysis requested, and b) complete written disclosure of the known or suspected presence of any hazardous substances, as defined by applicable federal and state law(s). ESC reserves the right to refuse to accept or to rescind acceptance of any sample, which in the judgment of ESC is likely to pose any unreasonable risk in handling and/or analysis.
- 11. Shipment of Hazardous Samples.** Client represents and warrants that any sample containing any known hazardous substance which is to be delivered to ESC is labeled, packaged, manifested, transported, and delivered to ESC in accordance with the most current state and federal regulations of the Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), Toxic Substances Control Act (TSCA), Resource Conservation and Recovery Act (RCRA), the Department of Transportation (DOT), the Food and Drug Administration (FDA), and any federal, state, and local agencies. ESC does not accept samples with radioactive contamination.
- 12. Holding Times.** ESC will initiate preparation and/or analysis within holding times if Sample Delivery Acceptance occurs within 48 hours of sample collection or within ½ of the holding time if the test's holding time is less than 96 hours. If Sample Delivery Acceptance occurs outside this period, ESC will use its best efforts to meet the holding times. The holding time commitment will be satisfied if ESC does an initial analysis within holding time, even if reanalysis for Quality Assurance requirements occurs outside holding times.

ESC Lab Sciences Standard Terms and Conditions
Modified for City of Franklin, TN Contract No. 2015-0328

- 13. Reports and Use of Data.** ESC prohibits the use of its name in connection with any unauthorized use of its reports without its prior written consent. If results delivered by ESC do not meet the warranties described in these Terms and Conditions, but nevertheless are used by client and its client, then ESC still will be paid the contract price for its work. If ESC's work is challenged, it shall be given the right to independently defend its data directly with the challenger; and if this right is not given to ESC, then client will pay ESC in full for the challenged work.
- 14. Special Reports.** Additional charges may be necessary for customized reports that differ significantly from ESC's standard format. Additional charges will apply for specific QA/QC reports and data packages. ESC's standard format for reporting results or data packages is electronic. ESC reserves the right to charge a fee for report delivery other than electronic.
- 15. Hazardous Wastes.** ESC reserves the right to charge a fee for sample disposal for any and all samples received from Client and found or suspected to be hazardous according to state or federal guidelines. ESC's standard is to dispose of samples within 45 days of receipt. ESC also reserves the right to return to the Client upon completion of the analytical work unused portions of samples found or suspected to be hazardous according to state or federal guidelines. The cost of returning such samples may be invoiced to the Client.
- 16. Litigation.** In the event ESC receives a subpoena or other legal or administrative process requiring the deposition or court appearance of ESC personnel or production of documents and records arising out of the services provided hereunder and in which ESC is not a named party and/or the Services are not subject of dispute, ESC shall be reimbursed on a time and material basis at its then effective labor rates and direct expense for all costs incurred in connection therewith. ESC will attempt to promptly notify Client of the subpoena or other legal process to allow Client to take such action through the courts, as it may deem appropriate. It is understood that ESC's compliance with the subpoena or other legal process shall not constitute any breach of any obligation of confidentiality which may exist between ESC and Client.
- 17. Indemnification, Liability, and Insurance.** ESC agrees to indemnify, defend, and save client, its officers, directors, employees, agents, and representatives harmless from all losses, expenses, demands, and claims made against client, its officers, directors, employees, agents, and representatives because of any personal injuries, death, or property damage to the extent caused by the gross negligence or willful misconduct of ESC, its employees, agents, or representatives in connection with the performance of services under these Terms and Conditions, except to the extent such losses, expenses, demands, or claims occur as a result of the negligent or willful acts or omissions of client, its officers, directors, employees, agents, and representatives.
- 18. Warranty.** In accepting analytical work, ESC warrants the accuracy of test results for the sample(s) submitted. **The foregoing express warranty is exclusive and is given in lieu of all other warranties, expressed or implied. ESC disclaims any warranty of fitness for particular purpose and warranty of merchantability.** ESC accepts no legal responsibility for the purposes for which the client uses the test results. No purchase order for work shall be accepted by ESC which includes any conditions that vary from the above described terms of these Terms and Conditions, and ESC hereby objects to any conflicting terms contained in any acceptance or order submitted by client.
- 19. Force Majeure, Etc.** In no event shall ESC have any responsibility or liability to client for any failure or delay in performance by ESC, which results, directly or indirectly, in whole or in part, from any cause or circumstance beyond ESC's reasonable control. Such causes and circumstances include, but are not limited to, acts of God, client actions, acts or orders of any governmental authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, or any other cause beyond ESC's reasonable control.
- 20. Independent Contractors.** The parties agree that each are at all times acting and performing as independent contractors and that neither party shall be considered an agent, servant, employee, joint venturer or partner with the other party.
- 21. Notices.** Any notice required by these Terms and Conditions shall be in writing and shall be deemed given upon receipt. Written notices may be delivered personally, via facsimile, or by U. S. mail, registered or Certified, return receipt requested; or by commercial delivery. Written notice shall be provided as indicated on signature page/cover sheet for this terms and conditions document.
- 22. Amendment and waivers.** These Terms and Conditions may not be amended, supplemented or modified, and no provision hereof may be waived, unless such amendment, supplement, modification or waiver is in writing and signed by the party against whom enforcement is sought. The waiver of any breach of default under these Terms and Conditions shall not constitute the waiver of any other breach or default, whether or not similar, nor any subsequent breach of the same provision. The election by either party of any right or remedy shall not be deemed exclusive of any other rights or remedies in law or in equity or as may be provided by these Terms and Conditions.
- 23. Confidential Information.** See CoF Contract No. 2015-0328.
- 24. Governing Law.** These Terms and Conditions shall be interpreted and governed by rules and laws of the State of Tennessee.
- 25. Term and Termination.** Work under these Terms and Conditions is pursuant to CoF Contract No. 2015-0328.

Amendment 2 Proposal

Franklin Wastewater Reclamation Facility Expansion and Upgrades

This document is the second proposed amendment to the March 4, 2013 contract between the City of Franklin, Tennessee (City) and CDM Smith for the Franklin Wastewater Reclamation Facility (WRF) Expansion and Upgrades project. Evaluations and investigations performed by CDM Smith during the design of the facility modifications have revealed that the following additional scope items are required or recommended to be completed as part of the final design process for the City of Franklin to adequately address existing constraints and/or expansion needs at the WRF. The proposed modifications to the scope and the rationale for those modifications are described in the scope sections below.

Scope

The proposed amendment to the scope of work consists of the following tasks:

- Task 412 – Addition of Solar Dryer System Competitive Pre-Selection
- Task 413 - Potable Water System Surveying, Evaluation and Design Expansion
- Task 414 – Design and Permitting of Temporary Construction Roadway Access from Mack Hatcher Parkway (TDOT) to WRF site
- Task 415 - Design of a Plant Water Booster Pump Station for the Biosolids Portion of the Site
- Task 416 - Scum Tank Related Inspection and Design
 - Inspection of the Existing Tank for Potential Reuse as a Scum Tank
 - Design of New Scum Receiving Tanks
- Task 603 – Expansion of the SCADA System Scope
 - Addition of the System-Wide Radio Survey and Report
 - Design of SCADA System Modifications to Incorporate Radio Survey Results
- Task 705 – Additional Water Reclamation Facility Permit and Total Maximum Daily Load (TMDL) Support (NPDES Permit for Expansion to 16 million gallons per day (mgd) and support of the on-going Harpeth River TMDL)
- Task 706 – Air Permitting for the Combined Heat and Power System

The purpose and scope for each of these tasks are provided below. Note that the design components of the tasks described below will include all associated deliverables as defined in the original scope of work for the 30%, 60% and 90% stages of design and associated services through bidding of the projects (SCADA System Early Package and Full WRF Package).

Additions and Deletions to the Design Scope

Task 412 Addition of Solar Dryer System Competitive Pre-selection

Each solar dryer system from the multiple manufacturers are specific in their layouts, sizing and construction; and therefore, each system requires different design drawings for the drying bays and ancillary facilities. In order to prevent the need for multiple designs for each system, a competitive procurement process allows selection of the solar dryer manufacturer and final design based on that specific system. To accommodate this process selection, CDM Smith assisted the City through the development of a package and pre-selection process for the solar dryer manufacturer.

This task includes the following responsibilities:

1. Preparation of a pre-selection bid package. The package included detailed performance based technical specifications, which also included specific materials and equipment requirements. The package included the development of a bid sheet, measurement and payment details, form(s) to gather information needed for long-term cost and non-cost evaluations, Division 1 specifications, and a letter agreement that commits the selected equipment manufacturer to providing equipment and services to the successful contractor at the bid cost under the conditions defined in the specifications. The first draft of this document was reviewed by CDM Smith technical experts and revised before submittal to the City. CDM Smith then transmitted the document to the City for review. A conference call was held to review the document with the City, and then a final document was prepared for bidding.
2. Bidding. CDM Smith assisted the City with the preparation of a bid advertisement and solicited proposals from the four identified potential solar dryer equipment manufacturers (Kruger, Parkson, IDI, and Huber). CDM Smith provided all day-to-day bidding period coordination and produced bid addendums based on questions and needed clarifications.
3. Performance of an alternatives analysis. Using the information provided by each of the manufacturers, CDM Smith performed an alternatives analysis similar in scope to the analysis performed for the UV and THP system pre-selections. The analysis included capital cost comparison, operation and maintenance cost comparison, life-cycle cost comparison, and non-cost factor comparison. Following the initial submittal, CDM Smith made one additional request for information and clarifications to each of the manufacturers on their initial submittal. A report similar to that produced for the UV and THP system pre-selection was prepared evaluating and comparing each of the submittals. An internal draft of the report was reviewed by CDM Smith technical experts and then revised and transmitted to the City for review. After the City had completed its review, CDM Smith held a review meeting with the City and subsequently finalized the report.
4. Preparation of Materials for Presentation of Results and Recommendations to the Board of Mayor and Alderman (BOMA). CDM Smith prepared a PowerPoint presentation for City staff to

present to BOMA. A CDM Smith representative attended the BOMA meeting to address and answer any questions.

5. CDM Smith assisted the City with the preparation of a letter of intent for the selected manufacturer's signature upon approval by BOMA. Once approved, CDM Smith assisted with obtaining a signed commitment letter from the successful manufacturer.

Task 413 - Potable Water System Evaluation and Design Expansion, including survey, from Hillsboro Road to the WWTP

Due to the significant potable water demands of the new biosolids facilities, it became necessary to evaluate and increase the flow and pressure at the WRF. To accomplish this evaluation and design, the following activities will be required to be completed by CDM Smith:

1. Utilizing the existing City water model, CDM Smith developed potential alternatives to increase the available potable water flow to the WRF site which was documented in a technical memorandum and reviewed with the City. After receiving comments from the City, additional modeling analysis was performed; and ultimately, the addition of a new 12-inch main from Hillsboro Road to the facility site was the alternative selected by the City.
2. Survey of Project Corridor. CDM Smith, along with our subcontractor CIA, Inc., prepared a topographic survey of the approximately 1,700 foot long corridor from Hillsboro Road, along Claude Yates Drive to the limits of our existing scoped plant survey at the proposed biosolids expansion. The survey was approximately 70 feet wide, and included a 400 foot long by 50 foot wide corridor survey along the existing water line and easement between the homes at 906 and 908 Hillsboro Road. The survey was completed to the previously established guidelines in the initial scope of work with the City of Franklin.
3. Our team is currently preparing construction plans and specifications for the 3,500 linear foot of new 12-inch water main along Claude Yates Drive from the connection to the existing main on Hillsboro Road to the general vicinity of the WRF main gate where the new water line will connect to the existing 6-inch water main on site. An additional 8-inch water main is being designed to provide a loop around the new biosolids facilities, connecting to the new 12-inch line on each end of the loop along Claude Yates Drive.

The design scope includes:

- Water main plan and profile sheets at 1"=50' horizontal and 1"=5' vertical (Estimation of 3 sheets).
- Additional construction and connection details as necessary for a complete description to the proposed bidders (Estimation of 1 sheet)
- Traffic control plans (Estimation of 2 sheets)
- Erosion and sediment control plans (Estimation of 3 sheets)
- Paving and restoration plans (Estimation of 3 sheets)

- Design coordination with the City, all appropriate affected utilities, street department, property owners and any other affected entities
- Modifications to 4 other sheets.

All work elements for the inclusion of the design of the new 12-inch water main will be completed and prepared for inclusion and delivery to the City of Franklin as part of the final design deliverables per the current schedule.

Task 414 - Design and Permitting of Temporary Construction Roadway Access from Mack Hatcher Parkway (TDOT) to WRF

In order to minimize impacts to the existing Franklin WRF system operations, minimize disruption to traffic on the nearby roads, and minimize wear and tear on secondary roads in the WRF area, during construction of the expanded facilities, CDM Smith is working with the City to acquire a temporary construction entrance approval from TDOT for access to the construction site from Mack Hatcher Parkway on the northern side of the plant property. To complete the submission process, CDM Smith, along with our subcontractor CIA, Inc., will provide survey of the required temporary roadway corridor to develop a set of plans to demonstrate the layout and details for the temporary roadway to be used during construction. Once the construction sheets are completed, the plans and request will be submitted to the appropriate TDOT office for review and approval. CDM Smith will coordinate and complete all follow-up needs of TDOT for approval of the temporary access and will incorporate the additional construction plan(s) into the final bid set for the project. We anticipate that this will require preparation of additional submittal figures for the application and two additional drawing sheets.

Task 415 - Design of a Plant Water Booster Pump Station for the Biosolids Portion of the Site

After evaluating and establishing the total plant water demands and required pressures for the new biosolids portion of the site and the subsequent modeling exercises to identify the final needs, it became clear that the modified reuse/plant water pumping system would not be able to meet the pressures at the total demands required for proper operation in the biosolids area. As such, it became necessary to design a booster pump station that will be located in the Solids Processing Building to ensure the proper operations of the systems being implemented.

The addition of the booster pump station will require adjustments to the existing on-site plant water system models and the sizing and selection of compatible pumps and pressure relief valves for proper operation. The addition of the plant water booster station will include the following plan modifications:

- Addition of one process mechanical drawing
- Modification of one process mechanical drawing
- Addition of one instrumentation and control drawing
- Modification of one instrumentation and control drawing
- Modification of multiple electrical drawings.

Task 416 - Scum Tank Related Inspection and Design

In the original scope of work, it was identified that the scum removed from the final clarifiers would be treated as it is in the current operation; the scum would be blended with the waste activated sludge (WAS) before being sent to the new solids treatment process. However, upon further investigation, the design team learned that scum capacity and pumping records (the quantity of scum pumped) were not available. Due to the lack of scum quantity data, the design team recommended handling the scum separately from the WAS in order to avoid diluting the WAS and potentially requiring a larger and more expensive centrifuge to achieve the desired cake solids concentration. CDM evaluated several options for management of the scum and the concept of an aerated scum holding tank, periodically cleaned out by a vacuum truck, was approved by the City following discussions of the potential options for scum treatment.

Based on the recommendation, CDM Smith first wanted to analyze and review the option of utilizing one of the existing tanks within the biosolids system to be reused for the scum holding tank. CDM Smith contracted with a specialized contractor to clean and inspect the existing bolted steel tank; however, the field investigations determined that the existing steel storage tank was unsuitable for conversion into the scum holding tank. A report from the inspection was developed with documentation as to the existing tank condition. This report was delivered and discussed with the City staff; and ultimately based on the inspection and inability for reuse, it was agreed that it was necessary to design a new scum holding tank, to be located in the vicinity of the existing solids processing facilities.

The addition of the new scum storage tank resulted in the following plan additions:

- Modification of four civil drawings
- Addition of two process mechanical drawings
- Addition of one electrical drawing
- Modification of multiple electrical drawings
- Addition of one instrumentation and control drawing
- Modification of one instrumentation and control drawing

Task 603 - Expansion of SCADA Design Scope

Addition of System-Wide Radio Survey and Report

To expand on the previously scoped Field Radio Survey (Task 602 – RTU and Radio Design), CDM Smith prepared an initial procurement package on behalf of the City to select and contract with a SCADA integration firm to complete a system-wide radio survey. This task required a subcontractor, Lord & Company Inc., to perform an actual radio survey at the approximately 40 sites to determine tower/pole placement and necessary height for optimal radio signal strength. The study also evaluated and defined the location and height of the centralized primary antenna at the Public Works facility for receiving the radio signals. The Subcontractor performed the radio survey in advance of, and to aid with the design of, the future SCADA improvements project. The study will provide a conceptual system architecture for the future SCADA system that meets the requirements described herein, and in the future project, will provide the backbone recommendations for a new city-wide SCADA system which will connect all remote pumping stations, tanks and flow monitoring stations to a master station located at the City's Public Works Facility using new controllers and radios.

As the future radios were required to meet the terms and limits of the existing FCC licenses, the radio characteristics used in the survey were completed within these constraints. Antenna heights and the number and locations of repeaters are the main design elements that may be varied and were analyzed as part of the study.

The first phase of the study was completed utilizing a computerized tool to gain an initial understanding and recommendations for the system. The report was reviewed with the City staff and followed by a meeting with CDM Smith and Lord & Company where the results were presented to the City. Upon acceptance of the computerized study, an actual field survey to confirm and make adjustments to the initial findings was completed. The final report and recommendations will be used to design the final system improvements as part of the SCADA System Upgrades project. CDM Smith and Lord & Company will hold a conference call with the City to go over the report.

Design of SCADA System Modifications to Incorporate Radio Survey Results

After completing the radio survey and receiving the recommendations from Lord & Company, CDM Smith will make modifications and additions to the previously developed SCADA systems improvements package to produce final contract and bid documents for the project.

The existing sites that require changes in antenna location or height based on the SCADA system radio survey will require more extensive design efforts. The proposed scope will include the following components:

Design of Improvements – We have assumed that the design will include addition of three electrical drawings and two instrumentation and control drawings, and modification of two instrumentation and control drawings including an update to the general location map and the overall system architecture. If the recommendations of the study include modifications to additional existing masts or towers, the responsibility for additional surveying, and geotechnical work will be placed on the Contractor. Also, as

previously planned, the design of foundations for the masts and antennas will be made the responsibility of the tower manufacturer.

In addition to the modifications and additions to the bidding documents, CDM Smith will provide support throughout the bidding process for the SCADA system package as similar to the WRF bidding process as detailed in the original scope of services.

Task 705 - Additional Water Reclamation Facility Permit Support (NPDES Permit for Expansion to 16 MGD and support of the on-going wastewater system lawsuit and TMDL development)

In the original scope of work, CDM Smith was scoped to provide permitting support to the City of Franklin on the permit application for the 16 mgd plant expansion. During the process of the project, CDM Smith assisted with the initial meetings and discussions on the previously submitted 12 mgd permit application renewal based on the expiration of the existing permit in November 2011. The draft permit was issued for the 12 mgd permit on April 22, 2013. CDM Smith reviewed the draft permit and prepared comments that were submitted on June 27, 2013. Following a public hearing on October 29, 2013 for the 12 mgd permit, no final permit was ever issued by TDEC and CDM Smith and the City moved forward with preparing the 16 mgd permit for the on-going plant expansion design, which included coordination on additional monitoring and data collection to support the permit application. As of this week, TDEC has not released the draft permit for the 16 mgd.

As the process moves forward into the release of the draft permit for the 16 mgd plant expansion, CDM Smith will continue with technical support of the permit process including technical review of the draft permit, submission of formal permit comments to TDEC, preparation for a public hearing, as applicable, and all other support necessary to ultimately receive the final permit for the expansion of the permit to 16 mgd.

In addition to the on-going permit support, CDM Smith is continuing to provide technical support for the on-going Harpeth River Watershed Association (HRWA) lawsuit and the recently commenced TMDL process being jointly developed by the EPA and TDEC, as requested by the City. The exact required technical support for these processes is hard to define, but will include review of data, documents and other findings, preparation of technical comments, attendance at hearings and meetings, review of draft and final TMDL documents and all other assistance to support the City through the process.

Based on the unknown nature of the continued support on the 16 mgd permit negotiations and final permit approval, the assistance on the on-going lawsuit and support during the development of the TMDL, CDM Smith has included an allowance of \$100,000 for this task in the proposed amendment budget. We will provide updates on work completed and costs to date on each monthly progress report and invoice to keep the City up-to-date on the work completed for support. To date, approximately \$35,000 has been spent in support of the Aquatic Resource Alteration Permit application and negotiations, initial TMDL process in conjunction with the City of Franklin, TDEC, USEPA and other included agencies and support of the on-going WRF permit and negotiations and HRWA lawsuit.

Task 706 - Air Permitting for the Combined Heat and Power System

This task involves preparation of an air permit for the combined heat and power (CHP) engine and the backup flare. Gas from the digesters will be cleaned and consumed by the engine, which is part of the CHP system. A flare will be used to get rid of gas when engine outages must occur. This task includes the following components and assumptions. The assumptions are predicated upon preliminary discussions with TDEC.

1. Reviewing the applicable regulations and communication and coordination with TDEC to verify our understanding of the Tennessee permitting requirements.
2. Conducting emissions calculations. For the purpose of this proposal we are assuming that this will be a minor source permit application based on anticipated air emissions discharge.
3. Preparing the permit application. We assume that we will only be developing a permit application for the CHP engine and flare and that it won't be necessary to develop a site wide permit. We have also assumed that air modeling such as dispersion modeling, air toxics modeling, and wastewater emissions modeling won't be required.
4. Reviewing and revising the permit application
5. Participating in a conference call with the City to review the permit application.
6. Transmitting the permit application to TDEC. We assume that the City will pay any permit application fees.
7. Responding to TDEC comments on the permit application. We assume that it will be necessary to respond to one set of comments.

TIME OF COMPLETION/SCHEDULE

To maintain the scheduled completion date as discussed with the City of Franklin staff, CDM Smith has already initiated work on portions of the Amendment No. 2 scope of work. Additional work will be initiated following approval of this amendment by the City of Franklin BOMA. Work will be completed in accordance with the active schedule maintained by CDM Smith and reviewed at each monthly meeting. The permitting and SRF coordination assistance and duration is not within the control of CDM Smith or the City; however, CDM Smith will continue to work with the City to obtain the appropriate permits and approvals for funding necessary to move forward with the work as outlined in Tasks 705 and 706. Currently all required permits are anticipated to be completed late in 2015.

COMPENSATION AND PAYMENT

Invoicing shall continue to be completed monthly on a billing rate basis based on the work completed within the dates of the invoice per the approved Task and Labor Categories and the corresponding billing rate for the individual(s) completing the work. A project status report will accompany each progress billing to update the OWNER on the work and project progress. The not-to-exceed upper limit fee for the proposed additional work is \$ 740,500. This will bring the revised total project upper limit to \$ 6,000,650. A breakdown of additional project values by tasks is presented in Table 1 below, and the billing rates for the project shall remain the same as the original contract values. All project related expenses shall be billed at CDM Smith's cost with no mark-up as per the existing contract.

Table 1: Task Value

Task No.	Description	Task Value
412	Solar Dryer Pre-selection	\$ 92,000
413	Potable Water System Expansion	\$ 153,200
414	Design & Permitting of Temporary Construction Access	\$ 30,000
415	Plant Water Booster Station for Biosolids Process	\$ 57,600
416	Scum Tank Inspection and Design of New Tank	\$ 100,800
603	SCADA System Scope Additions	\$ 147,700
705	WRF Permit Support	\$ 100,000
706	Air Permitting for CHP Equipment	\$ 59,200
TOTAL AMENDMENT AUTHORIZATION		\$ 740,500

	Task No.	412	413	414	415	416	603	705	706	
	Rate	Solar Dryer Preselection	Potable Water System Expansion	Temporary Construction Road Design & Permitting	Biosolids Water Booster Pump Station	Scum Tank Inspection & Design of New System	SCADA - Radio Read Survey and Deisgn Modificaitons	WRF Permitting and TMDL Support	CHP Air Permitting	Totals
LABOR										
Officer	\$215	12	8	2	2	4	4	60	8	100
Project Manager	\$170	60	40	8	20	20	20	60	12	240
Senior Technical Specialist	\$190	160	60	0	40	8	60	180	60	568
Technical Specialist	\$170	48	60	0	60	32	60	150	120	530
Senior Engineer/Scientist	\$150	80	160	80	80	120	120	40	80	760
Engineer/Scientist	\$120	120	160	40	80	120	80	40	40	680
Junior Engineer/Scientist	\$100	60	140	40	60	100	80	0	0	480
Senior Designer	\$115	0	180	0	32	110	40	0	0	362
Senior Construction Specialist	\$150	0	0	0	0	4	0	0	0	4
Construction Esimator	\$110	16	0	0	0	8	0	0	0	24
Designer/Drafter/Technician	\$95	0	200	60	40	110	80	0	0	490
Administration	\$75	20	16	10	12	8	20	19	24	129
TOTAL HOURS		576	1024	240	426	644	564	549	344	4367
TOTAL DOLLARS		\$87,000	\$128,220	\$29,040	\$57,610	\$78,800	\$75,160	\$95,025	\$54,160	\$605,015
OTHER DIRECT COSTS										
TOTAL ODCs		\$5,000	\$5,000	\$1,000	\$0	\$2,000	\$2,500	\$5,000	\$5,000	\$25,500
OUTSIDE PROFESSIONALS										
Surveying		\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
Radio Survey		\$0	\$0	\$0	\$0	\$0	\$70,000	\$0	\$0	\$70,000
Tank Inspector		\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$20,000
TOTAL OPs		\$0	\$20,000	\$0	\$0	\$20,000	\$70,000	\$0	\$0	\$110,000
TOTALS		\$92,000	\$153,220	\$30,040	\$57,610	\$100,800	\$147,660	\$100,025	\$59,160	\$740,515
Rounded Totals		\$92,000	\$153,200	\$30,000	\$57,600	\$100,800	\$147,700	\$100,000	\$59,200	\$740,500

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
FOR THE FRANKLIN WASTEWATER RECLAMATION FACILITY
MODIFICATIONS AND EXPANSION PROJECT
COF Contract No 2013-0001**

THIS Amendment is made and entered into on this the ____ day of _____, 2015, by and between the **City of Franklin, Tennessee** ("City") and **CDM Smith** ("Consultant").

WITNESSETH:

WHEREAS, the City and Consultant entered into a Professional Services Agreement entitled City of Franklin, Tennessee Professional Services Agreement, Wastewater Reclamation Facility Modifications and Expansion Project (COF Contract No 2013-0001) ("Agreement"), dated March 3, 2013, at a fee not to exceed \$2,967,150.00; and

WHEREAS, the City and Consultant modified the Agreement as approved by Amendment No. 1 to the Agreement dated May 27, 2013, at a fee not to exceed \$2,293,000.00; and

WHEREAS, during the final engineering (design) of the Project the Consultant and City staff determined that there is a need for a revision in the Scope of Services for the Agreement to add Task 412, Task 413, Task 414, Task 415, Task 416, Task 603, Task 705 and Task 706 as found in Exhibit A, Amendment 2 Proposal (attached and made a part hereto); and

WHEREAS, the additional Tasks for this Amendment as listed have multiple sub-parts which are described in Exhibit A; and

WHEREAS, the Consultant has presented to City staff a summary of costs that breaks down the anticipated work effort for each Task total Task Value (Table 1) as found in Exhibit A; and , has been reviewed by City staff and appears to be appropriate for the work required for completion of the Tasks; and

WHEREAS, City staff feels the Task Values as present in Table 1 of Exhibit A are appropriate for the anticipated work required for the Scope of Services revisions as presented in this Amendment of the Agreement.

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

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. The Consultant shall perform the design services as proposed in the Scope as found in **Exhibit A**. Exhibit A shall be considered as an integral part hereof.

3. City's Responsibilities and Duties. The City shall pay the Consultant in an amount not to exceed **Seven Hundred Forty Thousand Five Hundred and No/100 Dollars (\$740,500.00)** for the additional Services as described in Exhibit A for Task 412, Task 413, Task 414, Task 415, Task 416, Task 603, Task 705 and Task 706.

4. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of Force Majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following, as further described below: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or *restraints of any kind of the government of the United States or of the State* or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party. The parties agree to use The Old Farmer's Almanac, Nashville International Airport (<http://www.almanac.com/weatherhistory/oneday.php?month=2&day=21&year=2007&number=723270&wban=13897>) to determine whether weather conditions constitute a force majeure. If, on a particular date, thunder, tornadoes and fog are recorded, or if total precipitation exceeds one half inch, then it shall constitute a force majeure.

5. Equal Employment Opportunity. In connection with this Amendment and the project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that Consultant is employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant shall insert the foregoing provision in all contacts relating to this Amendment or project.

6. Title VI – Civil Rights Act of 1964. City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations. Consultant shall insert the foregoing provision in all contacts relating to this Amendment or project.

7. Conflicts of Interest. No amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Agency in connection with any work contemplated or performed relative to this Amendment/Agreement. Consultant shall insert the foregoing provision in all contacts relating to this Amendment or project.

8. Notices. Any notice provided pursuant to the Amendment, 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 set forth in such other document which the Amendment may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin
Attn: David Parker
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065
(615) 550-6660
davidp@franklintn.gov

In the case of Consultant:

CDM Smith
Attn: Zack Daniel
Six Corporate Centre
830 Crescent Centre Drive
Suite 400
Franklin, TN 37067
DanielZA@cdmsmith.com

9. Waiver. Neither party's failure or delay to exercise any of its rights or powers under the Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

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

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

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

13. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be

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

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

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

16. All other provisions of the Agreement dated March 4, 2013, and Amendment No. 1 dated May 27, 2014, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

CDM Smith

By: _____

Dr. Ken Moore

Mayor

By: _____

Print Name: _____

Title: _____

Attest:

Eric S. Stuckey

City Administrator

Approved as to form:

Kristen L. Corn

Assistant City Attorney



Tennessee Housing Development Agency

Andrew Jackson Building Third Floor
502 Deaderick St., Nashville, TN 37243
(615) 815-2200

Bill Haslam
Governor

Ralph M. Perrey
Executive Director

MEMORANDUM:

TO: 2015 ESG Grantees
FROM: Coralee Holloway
DATE: August 7, 2015
SUBJECT: 2015 ESG Contracts

In regards to the 2015 ESG Contracts you are receiving, please **sign** and **date both copies** of the **contract** and **return both copies to THDA**. Upon my signature, we will return a copy to you for your records.
If you have any questions please call the Community Programs Division at (615) 815-2030.
Thank you



GRANT CONTRACT

(cost reimbursement grant contract with an individual, business, non-profit, or governmental entity of another state or country)

Begin Date July 1, 2015	End Date June 30, 2016	Agency Tracking # ESG-15-16	Edison ID 45222		
Grantee Legal Entity Name City of Franklin			Edison Vendor ID 62-6000290		
Subrecipient or Contractor ☒ Subrecipient ☐ Contractor		CFDA #14.231 Grantee's fiscal year end			
Service Caption (one line only)					
Funding —					
FY	State	Federal	Interdepart mental	Other	TOTAL Grant Contract Amount
2015		\$62,319			\$62,319
TOTAL:		\$62,319			\$62,319
Ownership/Control ☐ African American ☐ Asian ☐ Hispanic ☐ Native American ☐ Female ☐ Person w/Disability ☐ Small Business ☒ Government ☐ NOT Minority/Disadvantaged ☐ Other:					
Grantee Selection Process Summary					
☐ Competitive Selection		ESG grants are awarded competitively based on threshold criteria, program design, capacity points, with additional points given for domestic violence service providers and providers of rapid rehousing services.			
☒ Non-competitive Selection		Set Aside Cities as defined by HUD that do not receive a direct allocation are awarded formula-based funds. \$100,000 unmatched funds are set-aside for seven Regional Housing Facilitators who serve the mentally ill.			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.			CPO USE - GR		
Speed Chart (optional)		Account Code (optional)			

**GRANT CONTRACT
BETWEEN THE STATE OF TENNESSEE,
TENNESSEE HOUSING DEVELOPMENT AGENCY AND
City of Franklin**

This Grant Contract by and between the State of Tennessee, Tennessee Housing Development Agency, hereinafter referred to as the "State" or "THDA" and City of Franklin, hereinafter referred to as the "Grantee," is for the provision of services to the homeless and those at risk for homelessness under the Emergency Solutions Grant ("ESG"), as further described under "Scope of Services and Deliverables" (the "SCOPE OF SERVICES.") below.

The Grantee is a Governmental Entity
Grantee Place of Incorporation or Organization: Tennessee

Grantee Edison Vendor ID 62-6000290

A. SCOPE OF SERVICES AND DELIVERABLES:

- A.1. The Grantee shall provide all services and deliverables as required, described, and detailed in this Scope of Services section or elsewhere in this Grant contract.
- A.2. To maintain and operate emergency homeless shelters, provide essential services, street outreach and rapid rehousing to the homeless and prevention services to individuals and families at-risk for homelessness, as specified in ATTACHMENT A: DESCRIPTION OF ACTIVITIES; ATTACHMENT B: IMPLEMENTATION PLAN; and ATTACHMENT C: BUDGET.
- A.3. Incorporation of Federal Award Identification Worksheet. The federal award identification worksheet, which appears as Attachment D, is incorporated in this Grant contract by this reference.
- A.4. Incorporation of Additional Documents. The following documents are incorporated by this reference in this Grant contract:
 - a. Title 24 Code of Federal Regulations, Part 576 and Part 91, of the Emergency Solutions Grants Program authorized by subtitle B of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11371-11378) Interim Regulations, (the "Federal ESG Regulations").
 - b. The United States Department of Housing and Urban Development ESG Desk Guide for Program and Eligibility Policies and Procedures.
 - c. THDA ESG Program Description and ESG Manual (the "THDA ESG Requirements").

In the event of a discrepancy, ambiguity or conflicting requirements regarding the Grantee's duties, responsibilities and performance under this Grant Contract, the more stringent requirement shall apply.

- A.5. To comply with the Eligible Activity Requirements of 24 CFR 576, Subpart B, and Part 91 as applicable in accordance with the type of project assisted.

- A.6. To comply with the Program Requirements of 24 CFR 576, Subpart E, and Part 91 as applicable in accordance with the type of project assisted.
- A.7. To maintain records adequate to document compliance with 24 CFR 576, along with such other records the State determines necessary to enable the State to fulfill its responsibilities in the ESG Program. All records will be retained for a 3-year period in accordance with the requirements of 24 CFR Section 576.
- A.8. To furnish to the State all reports required to be filed in accordance with any directives of the State and within the time period prescribed by the State for such reports.
- A.9. To comply with required consultation with the local Continuum of Care and HMIS reporting requirements.

B. TERM OF GRANT CONTRACT:

- B.1. Grant Term. This Grant contract shall be effective on July 1, 2015 and extend for a period of (12) months after the Effective Date to June 30, 2016. The State shall have no obligation for goods or services provided by the Grantee prior to the Effective Date.
- B.2. Period of Use Restrictions. This Grant Contract shall remain effective, regardless of the Grant Term specified above, for the period of use restrictions under 24 CFR 576.53 and 42 U.S.C. 11375(c), as applicable.

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Grant Contract exceed SIXTY-TWO THOUSAND THREE HUNDRED NINETEEN AND 00/100 DOLLARS (\$62,319) ("Maximum Liability"). The Grant Budget, attached and incorporated hereto as Attachment C, shall constitute the maximum amount due the Grantee under this Grant Contract. The Grant Budget line-items include, but are not limited to, all applicable taxes, fees, overhead, and all other direct and indirect costs incurred or to be incurred by the Grantee.
- C.2. Compensation Firm. The Maximum Liability of the State is not subject to escalation for any reason unless amended. The Grant Budget amounts are firm for the Term and are not subject to escalation for any reason unless amended, except as provided in Section C.6.
- C.3. Payment Methodology. The Grantee shall be reimbursed for actual, reasonable, and necessary costs based upon the Grant Budget, not to exceed the Maximum Liability established in Section C.1. Upon progress toward the completion of the Scope, as described in Section A of this Grant contract, the Grantee shall submit invoices in form and substance acceptable to the State, with all of the necessary supporting documentation, prior to any reimbursement of allowable costs.
- C.4. Travel Compensation. Reimbursement to the Grantee for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time, and shall be contingent upon and limited by the Grant Budget funding for said reimbursement.

- C.5. Invoice Requirements. The Grantee shall invoice THDA based on an approved payment schedule, with all necessary supporting documentation, and present such to the Tennessee Housing Development Agency via electronic dropbox or via mail or delivery service to:

The Tennessee Housing Development Agency
Andrew Jackson Building, Third Floor
502 Deaderick Street, Nashville, Tennessee 37243
Attention: Community Programs

Grantees are required to use ESG Request for Payment Form which contains this information. The ESG Manual defines the required back-up documentation. THDA's Grant Management System is used to track each draw and the budget category.

Grantees can only draw ESG funds for specific activities, subject to the maximum ESG limit on Street Outreach and Shelter. Each Request for Payment form is accompanied by copies of general ledgers, invoices, pay stubs, timesheets, travel logs, and/or other documentation that verifies expense. These requirements are further defined in the ESG Manual.

- C.6. Budget Line-items. Expenditures, reimbursements, and payments under this Grant contract shall adhere to the Grant Budget. Reimbursable expenditures may NOT vary from the Grant Budget line-items amount(s) detailed. Any change in Grant Budget line items shall require an amendment of this Grant contract.
- C.7. Disbursement Reconciliation and Close Out. The Grantee shall submit any final invoice and a grant disbursement reconciliation report within sixty (60) days of the Grant contract end date, in form and substance acceptable to the State.
- a. If total disbursements by the State pursuant to this Grant contract exceed the amounts permitted by Section C of this Grant contract, the Grantee shall refund the difference to the State. The Grantee shall submit said refund with the final grant disbursement reconciliation report.
 - b. The State shall not be responsible for the payment of any invoice submitted to the state after the grant disbursement reconciliation report. The State will not deem any Grantee costs submitted for reimbursement after the grant disbursement reconciliation report to be allowable and reimbursable by the State, and such invoices will NOT be paid.
 - c. The Grantee's failure to provide a final grant disbursement reconciliation report to the state as required shall result in the Grantee being deemed ineligible for reimbursement under this Grant contract, and the Grantee shall be required to refund any and all payments by the state pursuant to this Grant contract.
 - d. The Grantee must close out its accounting records at the end of the contract period in such a way that reimbursable expenditures and revenue collections are NOT carried forward.
- C.8. Indirect Cost. Should the Grantee request reimbursement for indirect costs, the Grantee must submit to the State a copy of the indirect cost rate approved by the cognizant federal agency or the cognizant state agency, as applicable. The Grantee will be reimbursed for indirect costs in accordance with the approved indirect cost rate and amounts and limitations specified in the attached Grant Budget. Once the Grantee makes an election and treats a given cost as direct or

indirect, it must apply that treatment consistently and may not change during the Term. Any changes in the approved indirect cost rate must have prior approval of the cognizant federal agency or the cognizant state agency, as applicable. If the indirect cost rate is provisional during the Term, once the rate becomes final, the Grantee agrees to remit any overpayment of funds to the State, and subject to the availability of funds the State agrees to remit any underpayment to the Grantee.

- C.9. Cost Allocation. If any part of the costs to be reimbursed under this Grant contract are joint costs involving allocation to more than one program or activity, such costs shall be allocated and reported in accordance with the provisions of Department of Finance and Administration Policy Statement 03 or any amendments or revisions made to this policy statement during the Term.
- C.10. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any reimbursement, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount as an allowable cost.
- C.11. Non-allowable Costs. Any amounts payable to the Grantee shall be subject to reduction for amounts included in any invoice or payment that are determined by the State, on the basis of audits or monitoring conducted in accordance with the terms of this Grant contract, to constitute non-allowable costs.
- C.12. State's Right to Set Off. The State reserves the right to deduct from amounts that are or shall become due and payable to the Grantee under this Grant contract or any other contract between the Grantee and THDA or the State of Tennessee under which the Grantee has a right to receive payment from the State.
- C.13. Prerequisite Documentation. The Grantee shall not invoice the State under this Grant contract until the State has received the following documentation properly completed.
 - a. The Grantee shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. The State will pay via ACH Credits.
 - b. The Grantee shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The Grantee taxpayer identification number must agree with the Federal Employer Identification Number or Social Security Number referenced in this Grant contract or the Grantee's Tennessee Edison Registration.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Grant contract until it is signed by the parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this Grant contract, the officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Grant Contract may be modified only by a written amendment signed by all parties and approved by the officials who approved the Grant Contract and, depending upon the specifics of the Grant Contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the

Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

- D.3. Termination for Convenience. This Grant contract may be terminated by either party by giving written notice to the other, at least thirty (3) days before the effective date of termination. Should either party exercise this provision, the Grantee shall be entitled to reimbursement for authorized expenditures and satisfactory services, in compliance with the Federal ESG Regulations and the THDA ESG Requirements, completed as of the termination date, but in no event shall the State be liable to the Grantee for any service which has not been rendered. The final decision as to the amount for which the State is liable shall be determined by the State. In the event of disagreement, the Grantee may file a claim with the Tennessee Claims Commission to seek redress.
- D.4. Termination for Cause. If the Grantee fails to properly perform its obligations under this Grant contract in a timely or proper manner, or if the Grantee violates any terms of this Grant contract ("Breach Condition"), the State shall have the right to immediately terminate the Grant Contract and withhold payments in excess of compensation for completed services or provided goods. Notwithstanding the above, the Grantee shall not be relieved of liability to the State for damages sustained by virtue of any Breach Condition and the State may seek other remedies allowed at law or in equity for breach of this Grant contract. Upon such termination, the Grantee shall have no claim to any remaining ESG funds made available under this Grant contract
- D.5. Subcontracting. The Grantee shall not assign this Grant contract or enter into a subcontract for any of the services performed under this Grant contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Grant contract pertaining to "Conflicts of Interest," "Lobbying," "Nondiscrimination," "Public Accountability," "Public Notice," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Grantee shall remain responsible for all work performed.
- D.6. Conflicts of Interest. The Grantee warrants that no part of the total Grant contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Grantee in connection with any work contemplated or performed relative to this Grant contract.

The Grantee acknowledges, understands, and agrees that this Grant contract shall be null and void if the Grantee is, or within the past six months has been, an employee of the State of Tennessee or if the Grantee is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Lobbying. The Grantee certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c. The Grantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352.

- D.8. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Grant contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective party as set out below:

The State:

Ralph M. Perrey, Executive Director
Tennessee Housing Development Agency
Andrew Jackson Building, Third Floor
502 Deaderick Street, Nashville, Tennessee 37243
Telephone # 615-815-2200 FAX # 615-564-1292
Email: rperrey@thda.org

The Grantee:

Ken Moore, Mayor
City of Franklin
109 3rd Avenue South, Franklin, Tennessee 37064
Telephone 615-550-6608
Email Kathleens@franklintn.gov

A change to the above contact information requires written notice to the person designated by the other party to receive notice. All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- D.9. Subject to Funds Availability. This Grant contract is subject to the appropriation and availability of State or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate this Grant contract upon written notice to the Grantee. The State's right to terminate this Grant contract due to lack of funds is not a breach of this Grant contract by the State. Upon receipt of the written notice, the Grantee shall cease all work associated with the Grant contract. Should such an event occur, the Grantee shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Grantee shall have no right to recover from the State

any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

- D.10. **Nondiscrimination.** The Grantee agrees that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Grant contract or in the employment practices of the Grantee on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Grantee shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
- D.11. **HIPAA Compliance.** The State and the Grantee shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Health Information Technology for Economic and Clinical Health ("HITECH") Act and any other relevant laws and regulations regarding privacy (collectively the "Privacy Rules"). The obligations set forth in this Section shall survive the termination of this Grant contract.
- a. The Grantee warrants to the State that it is familiar with the requirements of the Privacy Rules, and will comply with all applicable requirements in the course of this Grant contract.
 - b. The Grantee warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by the Privacy Rules, in the course of performance of this Grant contract so that both parties will be in compliance with the Privacy Rules.
 - c. The State and the Grantee will sign documents, including but not limited to business associate agreements, as required by the Privacy Rules and that are reasonably necessary to keep the State and the Grantee in compliance with the Privacy Rules. This provision shall not apply if information received or delivered by the parties under this Grant contract is NOT "protected health information" as defined by the Privacy Rules, or if the Privacy Rules permit the parties to receive or deliver the information without entering into a business associate agreement or signing another document.
 - d. The Grantee will indemnify the State and hold it harmless for any violation by the Grantee or its subcontractors of the Privacy Rules. This includes the costs of responding to a breach of protected health information, the costs of responding to a government enforcement action related to the breach, and any fines, penalties, or damages paid by the State because of the violation.
- D.12. **Public Accountability.** If the Grantee is subject to Tenn. Code Ann. § 8-4-401 *et seq.*, or if this Grant contract involves the provision of services to citizens by the Grantee on behalf of the State, the Grantee agrees to establish a system through which recipients of services may present grievances about the operation of the service program. The Grantee shall also display in a prominent place, located near the passageway through which the public enters in order to receive Grant supported services, a sign at least eleven inches (11") in height and seventeen inches (17") in width stating:

NOTICE: THIS AGENCY IS A RECIPIENT OF TAXPAYER FUNDING. IF YOU OBSERVE AN AGENCY DIRECTOR OR EMPLOYEE ENGAGING IN ANY ACTIVITY WHICH YOU CONSIDER TO BE ILLEGAL, IMPROPER, OR WASTEFUL, PLEASE CALL THE STATE COMPTROLLER'S TOLL-FREE HOTLINE: 1-800-232-5454.

The sign shall be on the form prescribed by the Tennessee Comptroller of the Treasury. THDA shall obtain copies of the sign from the Tennessee Comptroller of the Treasury, and upon request from the Grantee, provide Grantee with any necessary signs.

- D.13. **Public Notice.** All notices, informational pamphlets, press releases, research reports, signs, and similar public notices prepared and released by the Grantee in relation to this Grant contract shall include the statement, “This project is funded under a Grant contract with the Tennessee Housing Development Agency through the U.S. Department of Housing and Urban Development.” All notices by the Grantee in relation to this Grant contract shall be approved by THDA.

- D.14. **Licensure.** The Grantee and its employees and all sub-grantees shall be licensed pursuant to all applicable federal, state, and local laws, ordinances, rules, and regulations and shall upon request provide proof of all licenses.

- D.15. **Records.** The Grantee and any approved subcontractor shall maintain documentation for all charges under this Grant contract. The books, records, and documents of the Grantee and any approved subcontractor, insofar as they relate to work performed or money received under this Grant contract, shall be maintained for a period of five (5) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by THDA, the Tennessee Comptroller of the Treasury, or their duly appointed representatives.

The records shall be maintained in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification, Public Company Accounting Oversight Board (PCAOB) Accounting Standards Codification, or Governmental Accounting Standards Board (GASB) Accounting Standards Codification, as applicable, and any related AICPA Industry Audit and Accounting guides.

In addition, documentation of grant applications, budgets, reports, awards, and expenditures will be maintained in accordance with U.S. Office of Management and Budget’s *Uniform Administrative Requirements, Audit Requirements, and Cost Principles for Federal Awards*.

The Grantee shall also comply with any recordkeeping and reporting requirements prescribed by the Tennessee Comptroller of the Treasury.

The Grantee shall establish a system of internal controls that utilize the COSO Internal Control - Integrated Framework model as the basic foundation for the internal control system. The Grantee shall incorporate any additional Comptroller of the Treasury directives into its internal control system.

Any other required records or reports which are not contemplated in the above standards shall follow the format designated by the head of, THDA the Central Procurement Office, or the Commissioner of Finance and Administration of the State of Tennessee.

- D.16. **Monitoring.** The Grantee’s activities conducted and records maintained pursuant to this Grant contract shall be subject to monitoring and evaluation by the State, the Tennessee Comptroller of the Treasury, or their duly appointed representatives.
- D.17. **Progress Reports.** The Grantee shall submit brief, periodic, progress reports to the State as requested.
- D.18. **Reports.** The Grantee shall submit all reports with form, substance and deadlines as specified in the Federal ESG Regulations and the THDA ESG Requirements. The Grantee shall submit, within two (2) months of the conclusion of the Term, an ESG annual report to THDA.

- D.19 **Audit Reports.** When the Grantee has received seven hundred fifty thousand dollars (\$750,000.00) or more in aggregate federal and state funding for all of its programs within the Grantee's fiscal year, the Grantee shall provide audited financial statements to the Tennessee Comptroller of the Treasury. The Grantee may, with the prior approval of the Comptroller of the Treasury, engage a licensed independent public accountant to perform the audit. The audit contract between the Grantee and the licensed independent public accountant shall be on a contract form prescribed by the Tennessee Comptroller of the Treasury. When an audit is required under this Section, the audit shall be performed in accordance with *U.S. Office of Management and Budget's Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

The Grantee shall be responsible for reimbursing the Tennessee Comptroller of the Treasury for any costs of an audit prepared by the Tennessee Comptroller of the Treasury.

The Grantee shall be responsible for payment of fees for an audit prepared by a licensed independent public accountant. Payment of the audit fees for the licensed independent public accountant by the Grantee shall be subject to the provision relating to such fees contained within this Grant contract. Copies of such audit reports shall be provided to the designated cognizant state agency, THDA, the Tennessee Comptroller of the Treasury, the Central Procurement Office, and the Commissioner of Finance and Administration.

Audit reports shall be made available to the public.

- D.20. **Procurement.** If other terms of this Grant contract allow reimbursement for the cost of goods, materials, supplies, equipment, and/or contracted services, such procurement(s) shall be made on a competitive basis, including the use of competitive bidding procedures, where practical. The Grantee shall maintain documentation for the basis of each procurement for which reimbursement is paid pursuant to this Grant contract. In each instance where it is determined that use of a competitive procurement method is not practical, supporting documentation shall include a written justification for the decision and for use of a non-competitive procurement. If the Grantee is a subrecipient, the Grantee shall comply with 2 C.F.R. §§ 200.318—300.326 when procuring property and services under a federal award.

The Grantee shall obtain prior approval from the State before purchasing any equipment under this Grant contract.

- D.21. **Strict Performance.** Failure by any party to this Grant contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Grant contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.

- D.22. **Independent Contractor.** The parties shall not act as employees, partners, joint venturers, or associates of one another in the performance of this Grant contract. The parties acknowledge that they are independent contracting entities and that nothing in this Grant contract shall be construed to create a principal/agent relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

The Grantee, being an independent contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public

liability and other appropriate forms of insurance on the Grantee's employees, and to pay all applicable taxes incident to this Grant contract.

- D.23. State Liability. The State shall have no liability except as specifically provided in this Grant contract.
- D.24. Force Majeure. "Force Majeure Event" means fire, flood, earthquake, elements of nature or acts of God, wars, riots, civil disorders, rebellions or revolutions, acts of terrorism or any other similar cause beyond the reasonable control of the Party except to the extent that the non-performing Party is at fault in failing to prevent or causing the default or delay, and provided that the default or delay cannot reasonably be circumvented by the non-performing Party through the use of alternate sources, workaround plans or other means. A strike, lockout or labor dispute shall not excuse either Party from its obligations under this Grant contract. Except as set forth in this Section, any failure or delay by a Party in the performance of its obligations under this Grant contract arising from a Force Majeure Event is not a default under this Grant contract or grounds for termination. The non-performing Party will be excused from performing those obligations directly affected by the Force Majeure Event, and only for as long as the Force Majeure Event continues, provided that the Party continues to use diligent, good faith efforts to resume performance without delay. The occurrence of a Force Majeure Event affecting Grantee's representatives, suppliers, subcontractors, customers or business apart from this Grant contract is not a Force Majeure Event under this Grant contract. Grantee will promptly notify the State of any delay caused by a Force Majeure Event (to be confirmed in a written notice to the State within one (1) day of the inception of the delay) that a Force Majeure Event has occurred, and will describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event results in a delay in Grantee's performance longer than forty-eight (48) hours, the State may, upon notice to Grantee: (a) cease payment of the fees until Grantee resumes performance of the affected obligations; or (b) immediately terminate this Grant contract or any purchase order, in whole or in part, without further payment except for fees then due and payable. Grantee will not increase its charges under this Grant contract or charge the State any fees other than those provided for in this Grant contract as the result of a Force Majeure Event.
- D.25. Tennessee Department of Revenue Registration. The Grantee shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Grant contract.
- D.26. State Interest in Equipment or Motor Vehicles. The Grantee shall take legal title to all equipment or motor vehicles purchased totally or in part with funds provided under this Grant contract, subject to the THDA's, equitable interest therein, to the extent of its *pro rata* share, based upon, THDA's, contribution to the purchase price. The term "equipment" shall include any article of nonexpendable, tangible, personal property having a useful life of more than one year and an acquisition costs which equals or exceeds five thousand dollars (\$5,000). The term "motor vehicle" shall include any article of tangible personal property that is required to be registered under the "Tennessee Motor Vehicle Title and Registration Law", Tenn. Code Ann. Title 55, Chapters 1-6.

As authorized by the Tennessee Uniform Commercial Code, Tenn. Code Ann. Title 47, Chapter 9 and the "Tennessee Motor Vehicle Title and Registration Law," Tenn. Code Ann. Title 55, Chapters 1-6, the parties intend this Grant contract to create a security interest in favor of THDA in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this Grant contract. A further intent of this Grant contract is to acknowledge and continue the security interest in favor of the State in the equipment or motor vehicles acquired by the Grantee pursuant to the provisions of this program's prior year Grant contracts between THDA, and the Grantee.

The Grantee grants THDA a security interest in all equipment or motor vehicles acquired in whole or in part by the Grantee under this Grant contract. This Grant contract is intended to be a security agreement pursuant to the Uniform Commercial Code for any of the equipment or motor vehicles herein specified which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and the Grantee hereby grants THDA a security interest in said equipment or motor vehicles. The Grantee agrees that THDA may file this Grant contract or a reproduction thereof, in any appropriate office, as a financing statement for any of the equipment or motor vehicles herein specified. Any reproduction of this or any other security agreement or financing statement shall be sufficient as a financing statement. In addition, the Grantee agrees to execute and deliver to THDA, upon THDA's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproduction of this Grant contract in such form as THDA may require to perfect a security interest with respect to said equipment or motor vehicles. The Grantee shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements THDA may reasonably require. Without the prior written consent of THDA, the Grantee shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said equipment or motor vehicles, including replacements and additions thereto. Upon the Grantee's breach of any covenant or agreement contained in this Grant contract, including the covenants to pay when due all sums secured by this Grant contract, THDA shall have the remedies of a secured party under the Uniform Commercial Code and, at the THDA's option, may also invoke the remedies herein provided.

The Grantee agrees to be responsible for the accountability, maintenance, management, and inventory of all property purchased totally or in part with funds provided under this Grant contract. The Grantee shall maintain a perpetual inventory system for all equipment or motor vehicles purchased with funds provided under this Grant contract and shall submit an inventory control report which must include, at a minimum, the following:

- a. Description of the equipment or motor vehicles;
- b. Manufacturer's serial number or other identification number, when applicable;
- c. Consecutive inventory equipment or motor vehicles tag identification;
- d. Acquisition date, cost, and check number;
- e. Fund source, State Grant number, or other applicable fund source identification;
- f. Percentage of state funds applied to the purchase;
- g. Location within the Grantee's operations where the equipment or motor vehicles is used;
- h. Condition of the property or disposition date if Grantee no longer has possession;
- i. Depreciation method, if applicable; and
- j. Monthly depreciation amount, if applicable.
- k. The Grantee shall tag equipment or motor vehicles with an identification number which is cross referenced to the equipment or motor vehicle item on the inventory control report. The Grantee shall inventory equipment or motor vehicles annually. The Grantee

must compare the results of the inventory with the inventory control report and investigate any differences. The Grantee must then adjust the inventory control report to reflect the results of the physical inventory and subsequent investigation.

- l. The Grantee shall submit its inventory control report of all equipment or motor vehicles purchased with funding through this Grant contract within thirty (30) days of its end date and in form and substance acceptable to the State. This inventory control report shall contain, at a minimum, the requirements specified above for inventory control. The Grantee shall notify THDA, in writing, of any equipment or motor vehicle loss describing the reasons for the loss. Should the equipment or motor vehicles be destroyed, lost, or stolen, the Grantee shall be responsible to the State for the *pro rata* amount of the residual value at the time of loss based upon THDA's original contribution to the purchase price.
 - m. Upon termination of the Grant contract, where a further contractual relationship is not entered into, or at another time during the term of the Grant contract, the Grantee shall request written approval from THDA for any proposed disposition of equipment or motor vehicles purchased with Grant funds. All equipment or motor vehicles shall be disposed of in such a manner as the parties may agree from among alternatives approved by the Tennessee Department of General Services as appropriate and in accordance with any applicable federal laws or regulations.
- D.27. Local, State and Federal Compliance. The Grantee shall comply with all applicable local, state and federal ordinances, laws and regulations in the performance of this Grant contract.
- D.28. Governing Law. This Grant contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Grantee agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Grant contract. The Grantee acknowledges and agrees that any rights or claims against the State of Tennessee, THDA, or its employees hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
- D.29. Completeness. This Grant contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.30. Severability. If any terms and conditions of this Grant contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant contract are declared severable.
- D.31. Headings. Section headings are for reference purposes only and shall not be construed as part of this Grant contract.
- D.32. Hold Harmless. To the extent permitted by law, the Grantee agrees to indemnify and hold harmless THDA as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for on its or their

behalf relating to this Grant contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys for THDA to enforce the terms of this Grant contract. In the event of any such suit or claim, the parties shall give each other immediate notice and provide all necessary assistance to respond. The failure of the State to give notice shall only relieve the Grantee of its obligations under this Section to the extent that the Grantee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Grantee, through its attorney(s), the right to represent the State of Tennessee in any legal matter, as the right to represent the State is governed by Tenn. Code Ann. § 8-6-106.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Grant contract, the special terms and conditions shall be subordinate to the Grant contract's other terms and conditions.
- E.2. Training. The Grantee shall attend all training sessions as required by THDA (Consultants may attend and will be considered as fulfilling this requirement).
- E.3. ESG Program Requirements. Under this Grant Contract, Grantee is receiving an allocation or grant of Emergency Solutions Grant Program funds. The Grantee understands these funds are made available through the United States Department of Housing and Urban Development (HUD) and to facilitate the receipt of these funds the Grantee agrees and certifies to comply with all applicable State and HUD requirements. Without limitation, Grantee specifically agrees and certifies as follows:
- a. The Grantee will abide with all the requirements of 24 CFR, Part 576 and Part 91, Emergency Solutions Grant Program.
 - b. The Grantee will match dollar-for-dollar the ESG funding it receives from the State with funds from other public or private sources.
 - c. The Grantee will comply with other applicable Federal Requirements in 24 CFR, Part 576, and Part 91, as follows:
 - 1. 24 CFR 5.105(a). Section 3 Nondiscrimination and Equal Opportunity;
 - 2. 24 CFR 576 Subpart B Applicability of OMB Circulars
 - 3. 24 CFR 576 Subpart B Lead-Based Paint Poisoning Prevention Act;
 - 4. 24 CFR 576.404 Conflicts of Interest;
 - 5. 24 CFR 24.50 Environmental Review;
 - 6. 24 CFR 576.408 Relocation and Acquisition.
 - 8. Title VI and Executive Order 13166 Affirmative Outreach
 - d. If the Grantee is primarily a religious organization, it agrees to use its funds to provide all eligible activities under this program in a manner that is free from religious influences as provided by 24 CFR 576.406.

- e. The Grantee will administer the Grant according to the uniform administrative requirements of 24 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award, and the requirements of 24 CFR 576.407.
- f. The Grantee will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Estate Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR, Part 24 and the requirements of 24 CFR 576.59.
- g. The Grantee will comply with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, implementing regulations at 24 CFR, Part 35, Subparts A, B, H, J, K, and M as applicable.
- h. The Grantee will use ESG funds pursuant to its or the State's Consolidated Plan approved by HUD and all requirements of 24 CFR, Part 576 and Part 91.
- i. The Grantee will obligate all ESG grant funds to subrecipients within 120 days of the date the funds were made available to the State.
- i. The Grantee will maintain adequate documentation of homelessness status to determine eligibility of persons served by the ESG program.
- k. The Grantee will establish a formal process by which it may terminate ESG assistance to an individual or family who violates program requirements in accordance with 24 CFR Part 576.402. The formal process adopted by the Grantee must allow for the due process of the terminated participant's rights through a grievance procedure that allows a hearing regarding the termination of assistance.
- l. The Grantee will ensure that at least one homeless or formerly homeless individual participates in a policy-making function within the organization in accordance with 24 CFR Part 576.405. The Grantee will involve homeless individuals and families in the operation of the ESG-funded program through work or volunteer activities in accordance with 24 CFR Part 576.405.
- m. The Grantee will develop and implement procedures to ensure the confidentiality of records pertaining to any individual fleeing domestic violence situations. In addition the address and location of family violence shelter facilities receiving ESG funding may not be publicly disclosed except with the written authorization of the person(s) responsible for the shelter facility's operation.
- n. The Grantee will require that any building for which ESG funding is used for renovation, major rehabilitation or conversion meet local government safety and sanitation standards. In addition, the Grantee will ensure that shelter and housing facilities funded through the ESG program are safe, sanitary and adequately maintained.
- o. The Grantee will abide by the ESG use restriction requirements of 24 CFR 576.3 and 42 U.S.C. 11375(c) for a 10-year or 3-year period, as applicable, for any renovation, rehabilitation or conversion activity. If the ESG-assisted facility fails to meet the use restriction requirement for the specified period, the Grantee will repay the applicable ESG funds as directed by the State.

- p. The Grantee will provide a means of enforcing compliance with ESG program requirements, including use restriction requirements specified in 24 CFR 576.3 and 42 U.S.C. 11375(c). Enforcement may include liens on real property, deed restrictions, or covenants running with the land.
- E.4. Homeless Management Information Systems (HMIS). The Grantee must participate in the local Continuum of Care and ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community-wide HMIS in the area in which those person and activities are located, in accordance with HUD's standards on participation, data collection and reporting under a local HMIS. If the Grantee is a victim service provider or a legal services provider, it may use a comparable database that collects client-level data over time (e.g., longitudinal data) and generates unduplicated aggregate reports based on the data. Information entered into a comparable database must not be entered directly into or provided to an HMIS.
- E.5. Drug Free Workplace. The Grantee will or will continue to provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace and specifying the action that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Grantee's policy of maintaining a drug-free workplace;
 - 3. Any drug counseling, rehabilitation and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 - c. Making it a requirement that each employee to be engaged in the performance of the Grant contract be given a copy of the statement required by Paragraph E 5 (a);
 - d. Notifying the employee in the statement required by Paragraph E 5 (a) that, as a condition of employment under the Grant contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employees in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - e. Notifying the State in writing, within ten calendar days after receiving notice under Paragraph E 5 (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

- f. Taking one of the following actions, within thirty calendar days of receiving notice under Paragraph E 5 (d) (2), with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirement of the Rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement or the appropriate agency;
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs E 5 (a), (b), (c), (d), (e) and (f).

E.6. Insurance. The Grantee shall carry adequate liability and other appropriate forms of insurance.

- a. The Grantee shall maintain, at minimum, the following insurance coverage:
 - 1. Workers' Compensation/ Employers' Liability (including all states coverage) with a limit not less than the relevant statutory amount or one million dollars (\$1,000,000) per occurrence for employers' liability whichever is greater.
 - 2. Comprehensive Commercial General Liability (including personal injury & property damage, premises/operations, independent contractor, contractual liability and completed operations/products) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
 - 3. Automobile Coverage (including owned, leased, hired, and non-owned vehicles) with a bodily injury/property damage combined single limit not less than one million dollars (\$1,000,000) per occurrence.
 - 4. Professional Malpractice Liability with a limit of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate.
- b. The Grantee shall provide a valid Certificate of Insurance naming THDA as an additional insured and detailing Coverage Description; Insurance Company and Policy Number; Exceptions and Exclusions; Policy Effective Date; Policy Expiration Date; Limit(s) of Liability; and Name and Address of Insured. Grantee shall obtain from Grantee's insurance carrier(s) and will deliver to THDA waivers of the subrogation rights under the respective policies. Failure to provide required evidence of insurance coverage shall be a material breach of this Grant contract.

E.7. Environmental Tobacco Smoke. Pursuant to the provisions of the federal "Pro-Children Act of 1994" and the "Children's Act for Clean Indoor Air of 1995," Tenn. Code Ann. §§ 39-17-1601 through 1606, the Grantee shall prohibit smoking of tobacco products within any indoor premises in which services are provided to individuals under the age of eighteen (18) years. The Grantee shall post "no smoking" signs in appropriate, permanent sites within such premises. This prohibition shall be applicable during all hours, not just the hours in which children are present. Violators of the prohibition may be subject to civil penalties and fines. This prohibition shall apply to and be made part of any subcontract related to this Grant contract.

- E.8. Corrective Action. If the State takes any corrective or remedial action as outlined in 24 CFR Section 576.67 that are the result of any action taken by the Grantee, the Grantee will take any action required to prevent a continuation of the deficiency, mitigate to the extent possible, its adverse effects or consequences, and prevent its recurrence. These remedies could, among other action, include repaying ESG funds.

IN WITNESS WHEREOF,

City of Franklin:

Ken Moore, Mayor

DATE

TENNESSEE HOUSING DEVELOPMENT AGENCY

Coralee B. Holloway, Director, Community Programs

DATE

APPROVED AS TO FORM

By: _____

Title: _____

...the ... of ...
...the ... of ...
...the ... of ...
...the ... of ...

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...

...

APPROVED AS TO FORM

By: _____

Title: _____

ATTACHMENT D**Federal Award Identification Worksheet**

Subrecipient's name (must match registered name in DUNS)	City of Franklin
Subrecipient's DUNS number	081460768
Federal Award Identification Number (FAIN)	E-15-DC-47-0001
Federal award date	July 1, 2015
CFDA number and name	14.231
Grant contract's begin date	July 1, 2015
Grant contract's end date	June 30, 2016
Amount of federal funds obligated by this grant contract	\$62,319
Total amount of federal funds obligated to the subrecipient	\$62,319
Total amount of the federal award to the pass-through entity (Grantor State Agency)	\$2,948,182
Name of federal awarding agency	U.S. Department of Housing and Urban Development
Name and contact information for the federal awarding official	Mary C. Wilson Director, CPD John J. Duncan Federal Building, Ste 300 710 Locust Street, SW Knoxville, TN 37902
Is the federal award for research and development?	No
Indirect cost rate for the federal award (See 2 C.F.R. §200.331 for information on type of indirect cost rate)	To be determined by cost allocation plan approved by Grantee's cognizant agency

ATTACHMENT A

TENNESSEE HOUSING DEVELOPMENT AGENCY

2015 ESG PROGRAM

DESCRIPTION OF GRANTEE ACTIVITIES

GRANTEE NAME: CITY OF FRANKLIN

I. The activities for the 2015 ESG Project shall consist of the following:

1. Administer ESG funds through a subrecipient agreement with Bridges of Williamson County.
2. Bridges of Williamson County will provide Shelter services to victims of domestic violence in Williamson County.
3. Bridges of Williamson County will provide Rapid Re-Housing services to victims of domestic violence in Williamson County.
4. Prior to disbursement of ESG funds, the Grantee will submit the ESG Written Standards for its subrecipient.
5. An invoice under this Working Agreement shall be presented to THDA within sixty (60) days after the end of the calendar month in which the subject costs were incurred or services were rendered by the Grantee. An invoice submitted more than sixty (60) days after such date will NOT be paid. THDA will not deem such Grantee costs to be allowable and reimbursable unless, at the sole discretion of THDA, the failure to submit a timely invoice is warranted. The Grantee shall submit a special, written request for reimbursement with any such untimely invoice. The request must detail the reason the invoice is untimely as well as the Grantee's plan for submitting future invoices as required, and it shall be signed by a Grantee agent that would be authorized to sign this Working Agreement.

ATTACHMENT B

**TENNESSEE HOUSING DEVELOPMENT AGENCY
2015 ESG PROGRAM
IMPLEMENTATION PLAN FOR ESG PROJECTS**

GRANTEE: CITY OF FRANKLIN

I. The time table for completing the activities for the project shall be:

- | | | |
|----|--|---------------|
| 1. | Determination of status for Environmental Review | July 1, 2015 |
| 2. | Release of funds | July 1, 2015 |
| 3. | Begin providing services to homeless | July 1, 2015 |
| 4. | Contract complete | June 30, 2016 |

ATTACHMENT C

**TENNESSEE HOUSING DEVELOPMENT AGENCY
2015 ESG PROGRAM
PROJECT BUDGET**

GRANTEE NAME: **CITY OF FRANKLIN**

Funding Source	Street Outreach	Shelter Activities	Homeless Prevention	Rapid Re-Housing	HMIS	Admin	TOTAL
ESG FUNDS	\$	\$ 37,391	\$	\$ 22,124	\$	\$ 2,804	\$ 62,319
Other Federal Funds	\$	\$	\$	\$	\$		\$
Local Gov't or Agency Funds	\$	\$ 37,391	\$	\$ 22,124	\$	\$ 2,804	\$ 62,319
Private Funds	\$	\$	\$	\$	\$		\$
Donated Labor, Services, Cash, or Materials	\$	\$	\$	\$	\$		\$
TOTAL	\$	\$ 74,782	\$	\$ 44,248	\$	\$ 5,608	\$ 124,638

**AGREEMENT BY AND BETWEEN CITY OF FRANKLIN AND BRIDGES OF WILLIAMSON
COUNTY FOR ADMINISTRATION OF EMERGENCY SHELTER PROGRAMS FOR THE
HOMELESS**

COF Contract No. 2015-0286

This Agreement is made and entered into this ___ day of _____ by and between the **CITY OF FRANKLIN, TENNESSEE** (hereinafter called "the City"), and **BRIDGES OF WILLIAMSON COUNTY** (hereinafter called "Agency").

WITNESSETH

WHEREAS, the City is the recipient of Emergency Shelter Grant Program (hereinafter called ESG) funds distributed by Tennessee Housing Development Agency for the City of Franklin, Tennessee; and

WHEREAS, the ESG provides assistance on operational expenses, renovation, homeless prevention, and essential services to emergency shelter programs for the homeless; and

WHEREAS, Bridges of Williamson County is an organization that administers a shelter program for homeless individuals; and

WHEREAS, the City desires to work with Bridges of Williamson County for Bridges of Williamson County to administer a shelter program for the homeless within the City of Franklin.

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this Agreement according to the provisions as set forth herein.

SECTION I - SCOPE OF SERVICES

Agency provides assistance to eligible Homeless individuals as defined in detail in the "Emergency Shelter Grant Manual", prepared by Tennessee Housing Development Agency, which is hereby included by reference in this agreement as if set forth fully herein.

ESG funds will be used by Agency for eligible activities within the major categories of Rehabilitation, Essential Services, Operations and Maintenance and Homelessness Prevention as defined in the Emergency Shelter Grant Manual.

SECTION II - RESPONSIBILITIES OF PARTIES

- A. Agency will use a currently existing building as a shelter for the duration of the grant period.
- B. Agency will maintain the shelter and assure that the shelter will continue to meet the local government standards of being safe and sanitary.
- C. If an individual or family who receives assistance from the Agency violates its program requirements, Agency may terminate assistance in accordance with its formal process that recognizes the rights of individuals affected, and which may include a hearing.

- D. Agency will involve, to the maximum extent practicable, homeless individuals and families in providing work or services for the facilities or activities assisted under the ESGP pursuant to 42 U.S.C. 11375(c)(7). The work or services may include, but are not limited to, the construction, renovation, maintenance and the operation of the facilities. Agency shall also provide for the participation of the homeless individuals on its policymaking entity in accordance with 42 U.S.C. 11375(d).
- E. Agency agrees to develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESGP. The address or location of any family violence shelter project assisted under the ESGP will, except with the written authorization of the person or persons responsible for the operation of such shelter, not be made public as required in 42 U.S.C. 11375(c)(5).
- F. Agency will submit to the City periodic progress reports, including all data needed to meet all reporting requirements as detailed in the Emergency Shelter Grant Manual.
- G. Agency will participate in a Homeless Management Information System (NHMIS) if applicable. This requirement will be waived, however, for programs that exclusively serve victims of domestic violence.
- H. Agency will complete an eligibility form which documents homelessness for each client served and make this form a part of the client records on file.
- I. The City will provide technical assistance to ESGP participants to ensure compliance.
- J. The City will process reimbursements for ESGP activities in a timely fashion.
- K. Agency is a corporation duly organized to promote and undertake the programs and activities as set forth in this contract on a not-for profit basis and shall take all actions necessary to maintain said status during the period in which this Agreement is in effect.

SECTION III • TIME OF PERFORMANCE

- A. Services shall start on the 1st day of July, 2015 April, 2013 and end on the 30th day of June, 2016 28th day of February, 2014, or at the expiration of grant funding.
- B. This Agreement may be terminated upon thirty (30) days' written notice by either party. If, through any cause, Agency shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Agency shall violate any of the covenants or stipulations under this Agreement, **THE CITY** shall thereupon have the right to immediately terminate this Agreement by giving written notice to Agency of such termination and specifying the effective date thereof. In accordance with 24 CFR 85.43, suspension or termination of this Agreement may occur if the Agency materially fails to comply with any term of the award. Furthermore, in accordance with 24 CFR 85.44, the award may be immediately terminated by **THE CITY** for convenience.

SECTION IV - PAYMENT TERMS AND CONDITIONS

- A. **THE CITY** shall reimburse Agency for reasonable and necessary eligible ESGP expenses, not to exceed the grant amount of Fifty-Nine Thousand Five Hundred Fifteen and No/100 Dollars (\$59,515.00).

- B. Agency will submit requests according to the timeline established by the Emergency Shelter Grant Manual for reimbursement with all supporting documents transmitted with a cover memo. This documentation will be submitted to THE CITY at least every other month during the grant period.
- C. Agency will also submit documentation of the required matching funds according to the time line established by THE CITY. Agency's commitment for these matching funds over the grant period is Sixty Thousand One Hundred Eight and No/100 Dollars (\$62,319.00).
- D. THE CITY will reimburse Agency upon receipt of the items described in Section IV.B. and upon careful review and audit of such items and determination that reimbursement is appropriate.

SECTION V - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

AGENCY shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.

B. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or State of Tennessee constitutional and/or statutory law shall be excluded from participation in, or be denied benefits or, or be otherwise subjected to discrimination in the performance of this Contract.

C. AUDIT REQUIREMENTS

A. This Contract, as well as any sub-agreement made with other participating agencies, is subject to all of the administrative requirements in OMB Circulars A-110 and A-122.

B. THE CITY hereby notifies AGENCY that a single audit is required for non-profit agencies receiving \$500,000 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. A copy of the single audit report will be kept on file and made available to THE CITY staff during sub recipient monitoring visits and appropriate officials as requested.

D. CONFLICT OF INTEREST

In addition to the conflict of interest requirements in OMB Circulars A-102 and A-110, no person who is an employee, agent, consultant, officer, or elected or appointed official of the AGENCY and anyone who exercises or has exercised any functions or responsibilities with respect to assisted activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest, direct or indirect, or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for him or herself or for those with whom he or she has family or business ties, during his or her tenure, or for one year thereafter. HUD may grant an exception to this exclusion as provided in Sections 570.611(d) and (e) of the Emergency Shelter Grants Program.

E. PROCUREMENT STANDARDS AND METHODS

AGENCY shall comply with THE CITY's current policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds herein.

AGENCY shall procure all materials, property, or services in accordance with the requirements of Attachment 0 of OMB Circular A-110, Procurement Standards.

F. VENUE

In the event of a dispute or litigation arising out of said Contract, it is understood and agreed that this Contract was executed and performed in Williamson County, Tennessee, and as such, it is agreed by both parties that venue of said litigation, including an action for Declaratory Judgment, will be in Williamson County, Tennessee.

G. ASSIGNMENT

Neither THE CITY nor AGENCY may assign its rights or delegate its responsibilities under this contract.

H. ENTIRE CONTRACT AND MODIFICATION

This instrument contains the entire Contract between THE CITY and AGENCY. Oral changes of it will have no effect. It may be altered only by a later written agreement signed by both parties.

I. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby and all other parts of this Contract shall nevertheless be in full force and effect.

J. INDEMNIFICATION

AGENCY is responsible for any liability resulting from the delivery of these services and agrees to hold THE CITY harmless for any claims of liability resulting from its actions, which includes the delivery of these services, including the payment of THE CITY's attorney's fees.

K. DRUG-FREE WORKPLACE

AGENCY agrees to administer a policy in compliance with Tennessee law which is designed to ensure that its operation is free from the illegal use, possession, or distribution of drugs or alcohol by its beneficiaries.

L. RELIGIOUS AND POLITICAL ACTIVITIES

AGENCY is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities and sectarian or religious activities.

If AGENCY is, or may be deemed to be, a religious or denominational institution or organization, it agrees that:

(1) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

(2) It will not discriminate against any person applying for shelter or any of the eligible activities under this part on the basis of religion and will not limit such housing or other eligible activities or give preference to persons on the basis of religion;

(3) It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of shelter and other eligible activities; and

(4) It will not use any grant funds for the rehabilitation of structures to the extent that those structures are used for inherently religious activities. If any grant funds are used for rehabilitation, the funds must be used according to Section 576.23 of the regulations regarding the Emergency Shelter Grants Program.

M. LOSS OF NON-PROFIT STATUS

Loss of non-profit status by AGENCY shall mean loss of ESGP funding.

N. ATTORNEY FEES

If at any time it is necessary for THE CITY to undertake any action to enforce the terms of this contract or any documents attached hereto, AGENCY agrees to pay all costs of such enforcement by THE CITY including reasonable attorney's fees and court costs.

O. LEAD-BASED PAINT PROGRAM

AGENCY shall comply with the lead-based paint requirements contained in Section 567,57(c) of the regulations regarding the Emergency Shelter Grants Program.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT as of this ____ day of _____, 2015.

CITY OF FRANKLIN

Dr. Ken Moore, Mayor

Attest:

Eric S. Stuckey, City Administrator

Approved as to form:

Kristen L. Corn, Assistant City Attorney

BRIDGES OF WILLIAMSON COUNTY

By: 
Authorized Signature

Exec. Dir
Title

Tabulation of Bids*

Purchasing Office Solicitation No.:		2016-009 (after-market up-fitting of a minimum of ten (10) police vehicles)						
Notice to Bidders published in the Williamson Herald on:		9/3/15						
Number of vendors that were notified of / that responded to this solicitation for bids:		4 / 2						
Date and time bids due and publicly opened:		9/22/15 2:00 PM						
Present at opening of bids:		Jeff Lux of Truckers Lighthouse, Inc.; Bob Sutphin of CDJR of Columbia; and Dee Settle, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office						
Target meeting of BOMA at which recommendation will be considered:		10/13/15						
Bids received from:	Bid No.:	Does the bid include all required documents?	Duration of installer's guarantee of workmanship:	Does the bid MOES ¹ ? / If not, how many exceptions do not MOES ¹ ?	Total delivered bid price, per vehicle:	Payment terms:	Estimated time of completion including delivery of last vehicle after receipt of order:	Bid and bid pricing is valid through:
CDJR of Columbia 106 S. James Campbell Blvd. Columbia, TN 38401 Bob Sutphin, Rep. 423/400-1402 rsutphin@cdjrcolumbia.com	1 of 1	No; missing: summary description of bid products and services; description of installer's guarantee of workmanship; references; digital copy of the bid. Digital copy subsequently provided.	3 years	Bid includes substituted brands for some products; as bid pricing was not lowest, City did not consider whether substituted brands are substantially equal or superior to the brands specified.	\$8,497.56	net 30 days	60 days	12/31/15
Truckers Lighthouse, Inc. 1213-A Foster Ave. Nashville, TN 37210 Jeff Lux, Sales Rep. 615/681-3830 jeff@truckerslighthouse.com	1 of 1	No; missing: description of installer's guarantee of workmanship; references. Subsequently provided.	5 years	Bid includes substituted item numbers for some products; City finds substituted item numbers to be substantially equal or superior to the item numbers specified.	\$7,671.19	net 30 days	60 days	12/31/15

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

*Shaded bid is apparent lowest best bid

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0334)

THIS PROCUREMENT AGREEMENT (“AGREEMENT”) is by and between the City of Franklin, Tennessee (“CITY”), and Truckers Lighthouse, Inc. of Nashville, Tennessee (“VENDOR”), who mutually agree as follows:

1. CITY issued (a) on September 3, 2015 Purchasing Office Solicitation No. 2016-009, a procurement solicitation for bids for after-market up-fitting of a minimum of ten (10) police vehicles, (b) on September 11, 2015 Addendum No. 1 to Purchasing Office Solicitation No. 2016-009, (c) on September 14, 2015 Addendum No. 2 to Purchasing Office Solicitation No. 2016-009, and (d) on September 14, 2015 Addendum No. 3 to Purchasing Office Solicitation No. 2016-009 (collectively, “SOLICITATION”).
2. In response to CITY’s SOLICITATION, VENDOR submitted a bid dated September 16, 2015 (“SUBMITTAL”), a copy of which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. VENDOR has now also submitted a description of the installer’s standard guarantee (“INSTALLER’S STANDARD GUARANTEE”), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. VENDOR has now also submitted a list of three (3) references (“REFERENCES”), a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein.
5. VENDOR has now also submitted a Certificate of Insurance (“CERTIFICATE OF INSURANCE”), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY’s Insurance Requirements as specified in SOLICITATION.
6. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY’s Insurance Requirements as specified in SOLICITATION.
7. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.

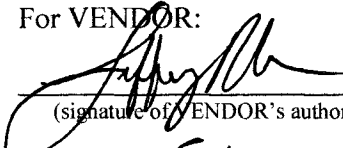
CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0334)

8. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.
9. VENDOR included CITY's Indemnification Agreement, executed for VENDOR, in SUBMITTAL.
10. CITY awarded on October 13, 2015 to VENDOR the purchase of after-market up-fitting of a minimum of ten (10) police vehicles pursuant to SOLICITATION, SUBMITTAL, INSTALLER'S STANDARD GUARANTEE and CERTIFICATE OF INSURANCE.
11. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) SOLICITATION; (c) SUBMITTAL and (d) INSTALLER'S STANDARD GUARANTEE.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:


(signature of VENDOR's authorized representative)
TITLE: Sales Manager

For CITY:

(signature of CITY's authorized representative)
TITLE: Mayor

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0334)

Attachment No. 1

SUBMITTAL

Bid Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2016-009

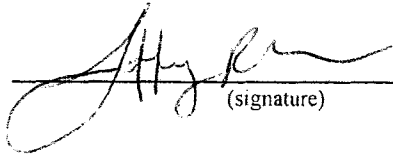
Vendor's name, street address, and mailing address:	Truckers Lighthouse, Inc 1213-A Foster Ave Nashville, TN 37210
Vendor's contact person's name (printed), title, telephone number and e-mail address:	Jeff Lux Sales Rep 615-681-3830 jeff@truckerslighthouse.com
Does the bidder take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Total quoted bid price for supply, delivery and installation of bid goods and services, per vehicle, for a minimum of ten (10) vehicles:	\$ 7,671.19 (see quote) _____ per vehicle. <i>\$12,711.90 total</i>
Duration of the installer's guarantee of workmanship included in the bid pricing (not less than one (1) year):	5 _____ year(s).
Are the City's preferred delivery terms (FOB destination, freight prepaid and added) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following delivery terms: _____
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following payment terms: _____
Estimated time of completion of project, including delivery of the last vehicle back to the City:	60 _____ calendar days after receipt of notice to proceed.
Method of payment – The City prefers to pay its vendors electronically, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by Visa credit card, rather than by conventional check. Which payment method would the bidder prefer?	☒ ACH or Electronic Funds Transfer. ☐ Visa credit card.

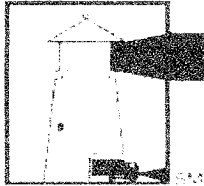
Bid Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2016-009

Vendor's name:	Truckers Lighthouse, Inc
Last date (no sooner than November 30, 2015) that bid and associated pricing is valid and may be accepted by the City:	December 31, 2015
Last date (no sooner than November 30, 2015) that bid price on a per vehicle basis is valid for potential future orders:	December 31, 2015
Are the following components included with this Bid Submittal Form in the bid submittal? • Vendor-supplied summary description of bid products and services; • For any installed products, equipment and accessories supplied by the installer that are not specified by the City as brand-specific, description of manufacturers' standard warranties; • Vendor-supplied description of installer's standard guarantee of workmanship, to be for a minimum of one (1) year, for all installed products, equipment and accessories; • For any installed products, equipment and accessories supplied by the installer that are not specified by the City as brand-specific, manufacturer's literature; • City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; • Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; • Vendor-supplied contact information for minimum of three references; • City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; • Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; • City of Franklin Affidavit of Non-Collusion, executed in full; • If bidder employs not less than five employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full; • City of Franklin Affidavit of Title VI Compliance, executed in full; and • A complete digital copy of submitted bid documents per the Instructions for Bidders.	☒ Yes, see enclosed. ☐ No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	☒ Addendum No. <u>1</u> ☒ Addenda Nos. <u>2</u> ☐ No addenda.
Signature of bidder's authorized representative: I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 (signature)
Title of bidder's authorized representative:	<u>Sales Rep</u>
Date of signature:	09/16/2015



Truckers Lighthouse



Police & Fire Lighthouse

1213-A Foster Avenue - Nashville, TN 37210

Phone 615.255.5868 - Fax 615.255.5901

Sales 800.489.1333

www.truckerslighthouse.com

Quote

Order No: 0035917

Order Date: 09/21/2015

Cust No: FRAPOL

Sold To:

CITY OF FRANKLIN
Attn: Accts Payable
PO Box 295
FRANKLIN, TN 37065

Ship To:

FRANKLIN CITY POLICE DEPT
900 COLUMBIA AVENUE
FRANKLIN, TN 37064

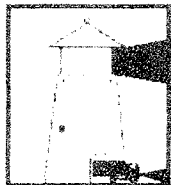
Confirm To:

Notes

Comment: FRANKLIN PD UTILITIES BID

Customer P.O. BID QUOTE	Ship VIA BID QUOTE	Invoiced By LUX	Salesperson 0003	Terms NET 30		
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
/SN FED SIG LEGEND PACKAGE	EACH	10	0	0	1,550.00	15,500.00
WHEIONB FRONT PUSH BUMPER LEDS-BLUE	EACH	20	0	0	75.00	1,500.00
WHEVTX609C 4 CORNER LEDS, WHITE	EACH	40	0	0	56.00	2,240.00
WHESFP1B REAR DECK LIGHTS - BLUE	EACH	20	0	0	48.00	960.00
WHEIONB REAR SIDE WINDOW LEDS-BLUE	EACH	20	0	0	75.00	1,500.00
MXM84428 REAR HATCH WORK LIGHT-LED	EACH	20	0	0	46.00	920.00
WHEIONSMB SIDE PUSH BUMPER LEDS-BLUE	EACH	20	0	0	79.00	1,580.00
GO5342 GO RHINO PUSH BUMPER	EACH	10	0	0	255.00	2,550.00
/SN GO5342WHD WRAP AOROUND	EACH	10	0	0	250.00	2,500.00
/SN PG4714INT13A PARTITION	EACH	10	0	0	479.00	4,790.00
PGRP47UINT13 PROGARD RECESSED PANEL	EACH	10	0	0	74.00	740.00
PGSP47BS13 LOWER EXTENSION PANELS	EACH	10	0	0	58.00	580.00

Continued



Truckers Lighthouse

Police & Fire Lighthouse

1213-A Foster Avenue - Nashville, TN 37210

Phone 615.255.5868 - Fax 615.255.5901

Sales 800.489.1333

www.truckerslighthouse.com

Quote

Order No: 0035917

Order Date: 09/21/2015

Cust No: FRAPOL

Sold To:

CITY OF FRANKLIN
Attn: Accts Payable
PO Box 295
FRANKLIN, TN 37065

Ship To:

FRANKLIN CITY POLICE DEPT
900 COLUMBIA AVENUE
FRANKLIN, TN 37064

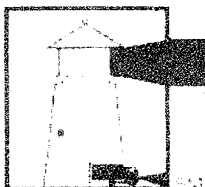
Confirm To:

Notes

Comment: FRANKLIN PD UTILITIES BID

Customer P.O. BID QUOTE	Ship VIA BID QUOTE	Invoiced By LUX	Salesperson 0003	Terms NET 30		
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
PGS4702UINT13 PRISONER SEAT AND REAR PART.	EACH	10	0	0	850.00	8,500.00
PGFP47UINT13 FLOOR PAN FOR PRIS SEAT	EACH	10	0	0	136.00	1,360.00
/SN PROGARD RWG47UINT13A	EACH	10	0	0	259.00	2,590.00
/SN JOTTO DUAL GUN RACK 475-0051 (GR-870-AR-BLM-V	EACH	10	0	0	299.99	2,999.90
/SN HAVIS 18" CONSOLE C-VS-0810-INUT-1; DESIGNED FOR ICS SYSTEM	EACH	3	0	0	250.00	750.00
HVC-VS-1308-INU 21" UTILITY INTERCEPTOR VEHICL	EACH	7	0	0	250.00	1,750.00
HVC-CUP2-I INTERNAL DUAL CUPHOLDER	EACH	10	0	0	28.00	280.00
HVC-ARM-102 SIDE MOUNT ARMREST TO CONSOLE	EACH	3	0	0	48.00	144.00
HVC-ARM-103 HINGED ARMREST FOR CONSOLE	EACH	7	0	0	67.00	469.00
/SN HAVIS PANASONIC ARB BRKT	EACH	10	0	0	32.00	320.00
/SN GRAPHICS KIT 3M VINYL DECALS; ALL DECALS ARE REFLECTIVE	EACH	10	0	0	229.00	2,290.00

Continued



Truckers Lighthouse

Police & Fire Lighthouse

1213-A Foster Avenue - Nashville, TN 37210

Phone 615.255.5868 - Fax 615.255.5901

Sales 800.489.1333

www.truckerslighthouse.com

Quote

Order No: 0035917

Order Date: 09/21/2015

Cust No: FRAPOL

Sold To:

CITY OF FRANKLIN
Attn: Accts Payable
PO Box 295
FRANKLIN, TN 37065

Ship To:

FRANKLIN CITY POLICE DEPT
900 COLUMBIA AVENUE
FRANKLIN, TN 37064

Confirm To:

Notes

Comment: FRANKLIN PD UTILITIES BID

Customer P.O. BID QUOTE	Ship VIA BID QUOTE	Invoked By LUX	Salesperson 0003	Terms NET 30		
Item Number	Unit	Ordered	Shipped	Back Order	Price	Amount
HVCG-X CHARGE GUARD VEHICLE BATTERY/PO ATTACH TO MDT FOR AUTO TIMED POWER TURNOFF	EACH	10	0	0	60.00	600.00
WG5025B FUSE BLOCK W/COVER, 6 CIRCUIT FUSE BLOCK PANEL	EACH	10	0	0	25.00	250.00
/LAB1 INSTALLATION LABOR	HR	190	0	0	70.00	13,300.00
/MON3 POWER/GROUND WIRES/BREAKERS	EACH	20	0	0	36.00	720.00
HVC-MD-202 TILT/SWIVEL PLATFORM ADAPTOR	EACH	7	0	0	52.00	364.00
HVC-HDM-204 8.5" Heavy Duty Telescoping Po	EACH	7	0	0	119.00	833.00
HVC-HDM-303 Heavy Duty Fixed Top Offset Pl	EACH	7	0	0	26.00	182.00
/SN PANORAMA ANTENNA KIT	EACH	10	0	0	365.00	3,650.00

5 YEAR COMPLETE WARRANTY ON WORKMANSHIP AND QUALITY OF
INSTALLATION; EQUIPMENT WARRANTY PER MANUFACTURER POLICIES

Order Pulled & Verified by: _____

Page 3 of 3

Net Order: 76,711.90

Freight: 0.00

Sales Tax: 0.00

Order Total: \$76,711.90

Deposits on special order items (/SN) are NON-REFUNDABLE. Quotes expire 6
months from date of quote. If orders are not picked up in 30 days, order is cancelled.
Refunds will NOT be issued on cancelled orders.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-009

1. Solicitation identified: These specifications apply to the following procurement:
after-market up-fitting of a minimum of ten (10) police vehicles
Purchasing Office Solicitation No.: 2016-009
2. Notice to Bidders publication date: **September 3, 2015**
3. Solicitation release date: **September 3, 2015**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **September 10, 2015, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **September 17, 2015, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **October 2, 2015**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **October 13, 2015**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to supply and/or install certain after-market equipment and ancillary parts as specified below for a minimum of ten (10) new police vehicles. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
 - a. In order to avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-009

shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

10. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The successful bidder shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms. As a matter of practice, the City of Franklin expects the successful bidder to ship any and all deliverables FOB destination, freight prepaid and added. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms. As a matter of practice, the City of Franklin pays for goods and/or services only after receipt and acceptance by the City of such goods and/or services, and only after receipt of an accurate, proper, complete and itemized invoice for such goods and/or services, net 30 calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The successful bidder may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-009

- g. Safe work area. The successful bidder will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of successful bidder. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the successful bidder.
- i. Damages. The successful bidder shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City of Franklin at its own expense.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City of Franklin Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return to duty and follow up alcohol and controlled substances testing of city employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description).

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-009

For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

11. Detailed specifications: Please note:

- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES.
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION.
- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

11.1. General.

- 11.1.1. C The bidder who is awarded the purchase pursuant to this procurement solicitation shall supply and/or install certain after-market equipment and ancillary parts as specified below for a minimum of ten (10) new police vehicles.
- 11.1.2. C The vehicles themselves shall be purchased as a separate transaction and are already on order. All ten (10) new police vehicles are to be 2016 Ford Utility Police Interceptor, AWD, Base K8A. See Appendix A, available upon request made to the City of Franklin Purchasing Office (purchasing@franklin.tn.gov), for a detailed description of the vehicles themselves as ordered (accurate except with respect to exterior paint color).
- 11.1.3. C The bidder who is awarded the purchase pursuant to this procurement solicitation shall pick up the vehicles from the City after the City takes delivery of the vehicles from the dealer from which the City is purchasing the vehicles, take the vehicles to the up-fitter's location to render the specified services, and return the vehicles to the City.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-009

- 11.1.4. C The bidder who is awarded the purchase shall pick up the vehicles from and, after completion of the project, return them to the City at the following location:
City of Franklin Fleet Maintenance
124 Lumber Drive, Building No. 2
Franklin, TN 37064
- 11.1.5. C Pick-up and delivery shall be made between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday except holidays observed by the City.
- 11.1.6. C Bidder shall indicate on the Bid Submittal Form the estimated time of completion of project, including delivery of the last vehicle back to the City, measured in number of calendar days after receipt of notice to proceed. The notice to proceed shall not be issued by the City until after the City issues a notice of award (expected to be on or about October 16, 2015) and the City has taken delivery of the vehicles from the dealer from which the City is purchasing the vehicles (also expected to be on or about October 16, 2015).
- 11.1.7. C Bidder specifically acknowledges and accepts City's standard delivery terms as expressed under "General terms and conditions" above.
- 11.1.8. C Bid pricing shall include the bidder furnishing and supplying all necessary labor, tools, equipment, supplies, materials and other items required to complete the project.
- 11.1.9. C Documentation, including warranties for any installed products, equipment and accessories supplied by the installer, as well as any available operator and service manuals, shall be provided upon delivery of the first vehicle back to the City.
- 11.1.10. C Warranties and guarantees:
- 11.1.10.1. C Bid pricing shall include manufacturers' standard warranties for all installed products, equipment and accessories supplied by the installer.
- 11.1.10.2. C For any installed products, equipment and accessories supplied by the installer that are not specified by the City as brand-specific, bidder shall supply a description of the manufacturers' standard warranties along with its completed Bid Submittal Form.
- 11.1.10.3. C Bid pricing shall include installer's standard guarantee of workmanship, to be for a minimum of one (1) year, for all installed products, equipment and accessories.
- 11.1.10.4. C Bidder shall supply a description of the installer's standard guarantee along with its completed Bid Submittal Form.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-009

- 11.1.11. C Insurance requirements:
- 11.1.11.1. C Before award of the procurement by the City, the bidder who is recommended be awarded the purchase shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Garage Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate	Certificate Holder* only
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate of Insurance shall indicate Certificate Holder* as Additional Insured
Workers Compensation	Statutory limits	Certificate Holder* only
Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder* only
Garagekeepers Direct Legal Liability	\$500,000	Certificate Holder* only

*Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

- 11.1.11.2. C If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the supply, delivery and City's acceptance of the ordered products and services pursuant to this procurement solicitation, then the successful bidder shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.
- 11.1.11.3. C In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the supply, delivery and City's acceptance of the ordered products and services pursuant to this procurement solicitation, then the successful bidder shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.
- 11.1.11.4. C The successful bidder agrees to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

City of Franklin Specifications

Purchasing Office Solicitation No.: 2016-009

- 11.2. C **Detailed.**
- 11.2.1. C Bidders are required to supply along with their completed Bid Submittal Form a summary description of the products and services included in their bid pricing.
- 11.2.2. C For any installed products, equipment and accessories supplied by the installer that are not specified by the City as brand-specific, manufacturer's literature shall be furnished by the bidder along with its completed Bid Submittal Form.
- 11.2.3. C Bidder shall supply and install the after-market components for the vehicles in accordance with the quantities and allocation of responsibility specified in Appendix B, available upon request made to the City of Franklin Purchasing Office (purchasing@franklintn.gov).

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2016_009

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615/550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

Truckers Lighthouse

Attn: Jeff Lux

1213-A Foster Ave

Nashville, TN 37210

Fax: 615-255-5901

jeff@truckerslighthouse.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

16. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, by either party, the non-breaching party shall be entitled to terminate these Standard Procurement Terms and Conditions without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
17. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, then the City (i) may cancel the purchase award and/or the accompanying contract or agreement or purchase order, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
18. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
19. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement or other document which these Standard Procurement Terms and Conditions may accompany.

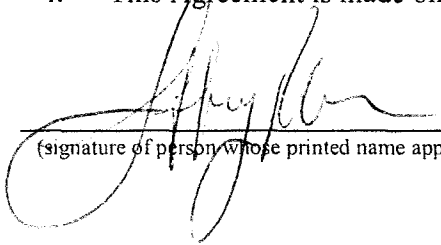
Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

On behalf of Bidder/Proposer, Truckers Lighthouse, Inc agrees that:
(printed name of person signing Agreement)

1. He or she is the Andy Stoll OR JEFF LUX of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Truckers Lighthouse, Inc,
(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with the contract of which this Agreement is a part, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.


(signature of person whose printed name appears above)

Sales Rep
(title of person whose printed name appears above)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016 - 009)

Form revised 02/25/2005

Affidavit of Drug-Free Workplace

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

State of Tennessee)
County of Montgomery) SS

Affiant, Representative Jeffery Lux, deposes and makes oath that:
(printed name of person signing Affidavit)

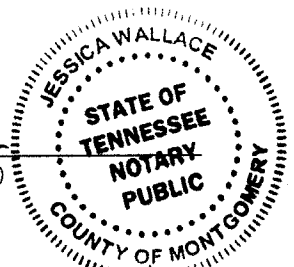
1. He or she is the Truckers Lighthouse - Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Truckers Lighthouse,
(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

Jeffery Lux
(signature of Affiant)

Sales Manager
(title of Affiant)



Sworn and subscribed to before me this 22 day of September, 2015
Jessica Wallace
(Notary Public)
My Commission Expires: 9/11/2018

Affidavit of Non-Collusion

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

State of Tennessee)
County of Montgomery) SS

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

1. He or she is the Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Truckers Lighthouse,
(legal name of entity submitting bid or proposal)

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

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

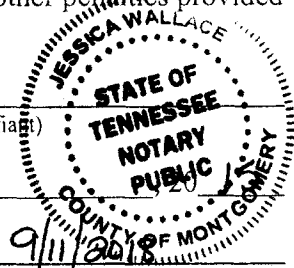
Jeffrey Lux
(signature of Affiant)

Sales Manager
(title of Affiant)

Sworn and subscribed to before me this 22 day of September

Jessica Wallace
(Notary Public)

My Commission Expires: 9/11/2018



(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2016 - 009)

Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Montgomery) SS

Affiant Jeffrey J. Fox, deposes and makes oath that:
(printed name of person signing Affidavit)

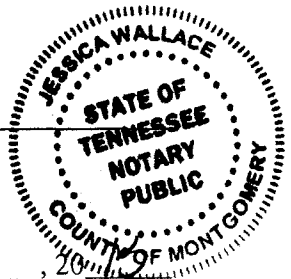
1. He or she is the Representative of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Truckers Lighthouse,
(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.

Jeffrey J. Fox
(signature of Affiant)

Sales Manager
(title of Affiant)



Sworn and subscribed to before me this 22 day of September, 2012
Jessica Wallace
(Notary Public)

My Commission Expires: 9/11/2018

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2015-0334)

Attachment No. 2

INSTALLER'S STANDARD GUARANTEE

WARRANTY INFORMATION

TO: CITY OF FRANKLIN
FROM: JEFF LUX – TRUCKERS LIGHTHOUSE, INC
SUBJECT: WARRANTY INFORMATION
DATE: SEPTEMBER 29, 2015
CC: [NAME]

A full hassle free warranty is provided on all workmanship and quality of install for 5 years after receipt of the vehicle. The follow items are covered under the full warranty:

Wiring

Fuses

Connections

Equipment that is purchased from Truckers Lighthouse and installed by our technicians will be covered by a limited warranty. The equipment itself is covered by the manufactures warranty. The limited warranty will provide a generously discounted labor fee of replacing the manufacturer's equipment if it is determined that the equipment failed due to manufacturing issues. If it is determined that the equipment failed due to an installation issue, Truckers will provide a replacement at no cost.

Equipment that is purchased from another vendor will not be covered by the Truckers Lighthouse warranty if the failure is determined to be a manufacturing issue. Therefore, normal labor rates apply.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0334)

Attachment No. 3

REFERENCES

REFERENCE REQUEST

TO: CITY OF FRANKLIN
FROM: JEFF LUX – TRUCKERS LIGHTHOUSE, INC
SUBJECT: CUSTOMER REFERENCE LIST
DATE: SEPTEMBER 29, 2015
CC:

Please see the list below for up-fitting customer references:

1. Tennessee Emergency Management Agency

Dewey Woody – Co Deputy Director

615-741-0438

dwoody@tnema.org

2. Clarksville Police Department

Chief Mike Parr

931-320-2590

mparr@clarksvillepd.org

3. Metro Nashville-Davidson County Police Department

Chuck Hagar – Fleet Manager

615-491-7193

Charles.Hagar@nashville.gov

4. United States Marshals Service

John Hargis

615-736-2877

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2015-0334)

Attachment No. 4

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
9/29/2015	T Greer Carr (6627T10) of Nashville, TN	not indicated	City of Franklin of Franklin, TN	Garage Liability	1/15/2016
				Automobile Liability	1/15/2016
				Workers Compensation and Employers' Liability	1/15/2016
				Garagekeepers Direct Legal Liability	1/15/2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/29/2015

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 T Greer Carr(6627T10) 2200 21st Ave S Ste 102 Nashville TN 37212-4929		CONTACT NAME: Greer Carr PHONE (A/C, No, Ext): 615-292-5751 FAX (A/C, No): 615-297-7769 E-MAIL ADDRESS: g carr@farmersagent.com																						
INSURED TRUCKERS LIGHTHOUSE, INC. 1213 FOSTER AVE NASHVILLE TN 37210		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Truck Insurance Exchange</td><td>21709</td></tr><tr><td>INSURER B:</td><td>Farmers Insurance Exchange</td><td>21652</td></tr><tr><td>INSURER C:</td><td>Mid Century Insurance Company</td><td>21687</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Truck Insurance Exchange	21709	INSURER B:	Farmers Insurance Exchange	21652	INSURER C:	Mid Century Insurance Company	21687	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES**CERTIFICATE NUMBER:****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 ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	X		602551027	01/15/2015	01/15/2016	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 100,000	
	MED EXP (Any one person)						\$ 5,000	
	PERSONAL & ADV INJURY						\$ 1,000,000	
	GENERAL AGGREGATE						\$ 2,000,000	
	PRODUCTS - COMP/OP AGG						\$ 1,000,000	
							\$	
							\$	
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ Garage Kee ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	X		602551027	01/15/2015	01/15/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
							\$ 500,000	
							\$	
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$						EACH OCCURRENCE	\$
	AGGREGATE						\$	
							\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐ N / A		A22215405	01/15/2015	01/15/2016	☒ WC STATU-TORY LIMITS ☐ OTH-ER	
	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)								

CERTIFICATE HOLDER**CANCELLATION**

City of Franklin 109 3rd Ave. South Franklin TN 37064	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 T. Greer Carr
---	--

RESOLUTION 2015-64

**A RESOLUTION TO ADOPT THE POLICE DEPARTMENT COMMUNITY ROOM
POLICY AND GUIDELINES**

WHEREAS, the City of Franklin Police Department Community Room (“Community Room”) is a meeting space at the Police Department’s Headquarters that can be and is used to hold meetings and other special events; and

WHEREAS, the City receives requests from non-City entities to use the Community Room; and

WHEREAS, City business is a priority, coordination of Community Room use is important to balance use for City business and non-City use; and

WHEREAS, the Board of Mayor and Aldermen approved Committee recommendation of a Policy for Use of the City Hall Board Room on August 14, 2007; and

WHEREAS, use of the Community Room would work most effectively and fairly by adopting a similar policy to set forth expectations for both City employees and citizens requesting to use the Community Room; and

WHEREAS, the Board of Mayor and Aldermen find it is in the best interest of the City of Franklin to adopt the City of Franklin Police Department Community Room Policy and Guidelines.

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

Section 1. The Board of Mayor and Aldermen (“BOMA”) hereby adopts the City of Franklin Police Department Community Room Policy and Guidelines (“Policy”), attached hereto as Exhibit A, establishing and outlining the procedures and authorization for use of the Community Room. Changes to the Policy shall only be made by resolution of the BOMA.

Section 2. The Chief of Police or his/her designee shall be responsible for the administration and enforcement of the Policy.

Section 3. This resolution shall be effective immediately upon its passage.

IT IS SO RESOLVED AND DONE on this 10th day of November 2015.

ATTEST

CITY OF FRANKLIN, TENNESSEE

By:

ERIC S. STUCKEY
City Administrator

By:

DR. KEN MOORE
Mayor

APPROVED AS TO FORM

By:

Kristen L. Corn
Assistant City Attorney

RESOLUTION 2015-64

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Section 2. The Chief of Police or her designee shall be responsible for the administration and enforcement of the Policy.

Section 3. This resolution shall be effective immediately upon its passage.

IT IS SO RESOLVED AND DONE on this ____ day of _____ 2015.

ATTEST

CITY OF FRANKLIN, TENNESSEE

By:

ERIC S. STUCKEY
City Administrator

By:

DR. KEN MOORE
Mayor

APPROVED AS TO FORM

By:

Kristen L. Corn
Assistant City Attorney



City of Franklin Police Department Community Room Policy & Guidelines

Who may use the room:

City of Franklin governmental bodies, intergovernmental organizations with which the City of Franklin (or its Police Department – hereafter referred to as "City" or "Police Department") is affiliated, other local governmental agencies, and subsidiaries of local governmental agencies may request to reserve the Franklin Police Department Community Room ("Community Room").

Other Franklin-based non-profit, City-related entities may request use of the Community Room on an "as available" basis, and in accordance with these Guidelines.

The Police Department may occasionally permit special use of the Community Room for Franklin-centered community events by non-profit groups, if the event is open to all Franklin residents.

No outside entity may charge attendees a fee for attending any special event or program held in the Community Room.

Reservation Policies:

Advanced Reservations Accepted

Reservations should be made at least 14 days prior to the event.

Hours Available

Monday – Friday: 8am-5pm

No reservations will be accepted on holidays observed by the City.

Cancellation

Cancellations by applicant must be made at least five days prior to the event.

The Police Department reserves the right to cancel a reservation at any time, with no notice, in order to accommodate Police or City business.

Damage

If the applicant fails to restore the room to its prior condition, the applicant will be assessed a \$100 fee, and may be held responsible for any additional costs incurred by the City.

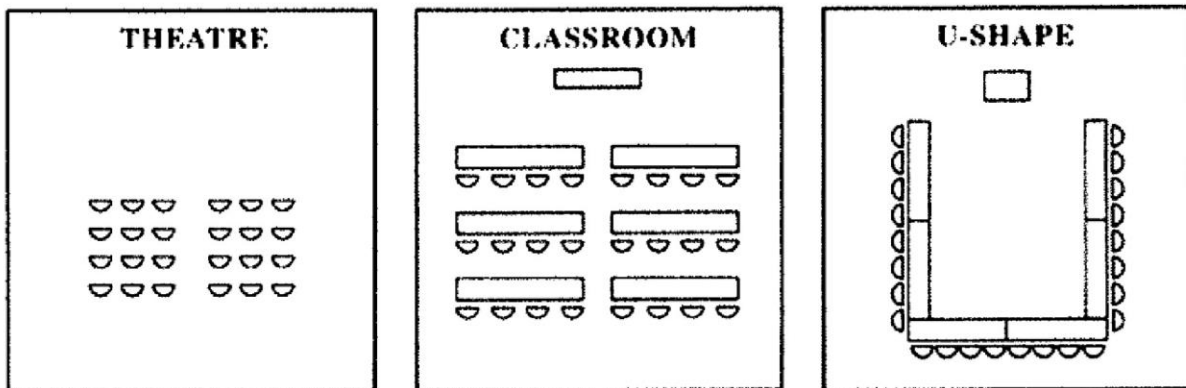
General Policies:

Walk-Through

The party who signs the agreement should report/record any damage to the room, all doors, all walls, furniture, restrooms, and equipment. The applicant is responsible for all activities during the time the room is reserved.

Room Setup/Audiovisual Equipment

City staff will set the room in one of the applicant's three choices based on the event and applicant's preference. The three choices are **Theatre**, **Classroom**, and **U-Shape**.



(Note: These diagrams are used as setup example. They are not to scale, and do not represent the actual number of tables and chairs included in each setup.)

City staff will make extra tables available for snacks or meeting materials upon request.

Other furnishings, such as benches, easels, and trashcans must not be moved. Trashcans, chairs, etc., may not be used to prop open doors.

Applicants must gain pre-approval to use City-owned audio-visual (AV) equipment present in the room. Approval will be granted on a case-by-case basis and only after the applicant schedules a meeting with Police Department staff, at least three business days before the event, for an equipment tutorial.

If approved, applicants are responsible for operating any AV devices in the room. Applicants assume full liability for damage caused to AV devices.

Access to Exit Doors

It is against the law to block any door in the Community Room. Injury or death to any person occurring due to blockage of a door is the sole liability and responsibility of the applicant.

Sound and Noise

Police Headquarters is a place of business. Use of the Community Room must not interrupt or impede official Police business. Disruption of Police operations due to noise or any other cause will result in immediate cancelation.

Decorations

No decorations may be attached to ceilings, walls, tables, or woodwork. Candles are prohibited.

Deliveries, Supplies, and other Property of the Applicant

Items to be used by the applicant must be brought into Police Headquarters via the guest parking lot and main entrance. Staff is not responsible for receiving or caring for any delivered item.

The City is not responsible for items, supplies, materials or equipment brought in by the applicant or their guests. The City will not provide storage or supplies of any kind.

All personal property must be removed from the Community Room after the meeting. Items left behind will be discarded.

Parking

There are 32 guest parking spaces at Police Headquarters. Some of those spaces may be in use by citizens visiting Headquarters for official police business. The City is not responsible for ensuring parking for event or meeting attendees, and gives no permission to use adjacent lots owned by others.

Sales and Marketing

Sales and marketing activities are prohibited in the Community Room.

Advertising

No easels, storyboards, posters, displays, or other advertising material is allowed at Police Headquarters that advertise the applicant's activities prior to the event.

Open Access

City representatives may enter and remain in the room at any time.

Smoking and Alcohol

No alcohol is permitted at or in Police Headquarters. Smoking is only allowed in designated exterior areas away from entrance doors. Cigarette butt receptacles are available in the designated smoking areas and must be used to discard butts.

Clean-Up

The Community Room must be cleaned after your function to the condition it was in prior to your group's arrival. Trash must be placed in the available cans; tables must be wiped down; chairs must be placed back in their original position; and all debris must be removed from the floor.

If the room is left unclean or damaged, a \$100 fee and any additional expense of cleaning and repair will be charged to the applicant. Examples of failure to clean are: carpet or chair stains due to spills, damage to walls, etc.

Leaving Headquarters

Groups must exit the building no later than 5:00pm. Please ensure that your meeting or event concludes in plenty of time to allow for cleanup and for your guests to depart prior to 5:00pm.

Denials

The City reserves the right to deny immediate and future use of the Community Room for failure to comply with the terms of this Policy.

Application

Name of group:_____

Name of Individual making application:_____

Date of event:_____

Event Time (not including setup or takedown):

Start: _____am/pm End: _____am/pm

Mobile number for individual making application:_____

Address:_____

Email address:_____

Type of meeting:_____

Anticipated number of attendees:_____ Maximum Occupancy 60 persons

I understand and will abide by the City of Franklin Police Department Community Room Policy and guidelines. This application made and entered into on _____, by and between the City of Franklin and applicant (hereinafter referred to as "Applicant").

I/we assume full responsibility for any damage to Franklin Police Department equipment and/or property that occur as a result of the requested use. Furthermore, I/we understand that the City of Franklin, its Police Department, staff, and representatives will not be held liable for any injury or damage which may occur to me, by my guests, and/or members of the above-named organization and/or property during our requested use of the facility. I/we understand that the facility and surrounding common areas will be left in the clean condition in which we found it, free of trash and debris.

I/we, the undersigned, have read the above agreement, fully understand its legal meaning, and do sign below as my/our own free act and deed.

Executed at Franklin, TN, this _____ day of _____, 20__.

Agreed and Accepted by Applicant:

Name:_____ Signature:_____

Address:_____

Phone:_____



City of Franklin Police Department Community Room Policy & Guidelines

Who may use the room:

City of Franklin governmental bodies, intergovernmental organizations with which the City of Franklin (or its Police Department – hereafter referred to as “City” or “Police Department”) is affiliated, other local governmental agencies, and subsidiaries of local governmental agencies may request to reserve the Franklin Police Department Community Room (“Community Room”).

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No reservations will be accepted on holidays observed by the City.

Cancellation

Cancellations by applicant must be made at least five days prior to the event.

The Police Department reserves the right to cancel a reservation at any time, ~~with no notice~~, in order to accommodate Police or City business. The Police Department will attempt to give reasonable notice of a cancellation whenever possible.

Damage

If the applicant fails to restore the room to its prior condition, the applicant will be assessed a \$100 fee, and may be held responsible for any additional costs incurred by the City.

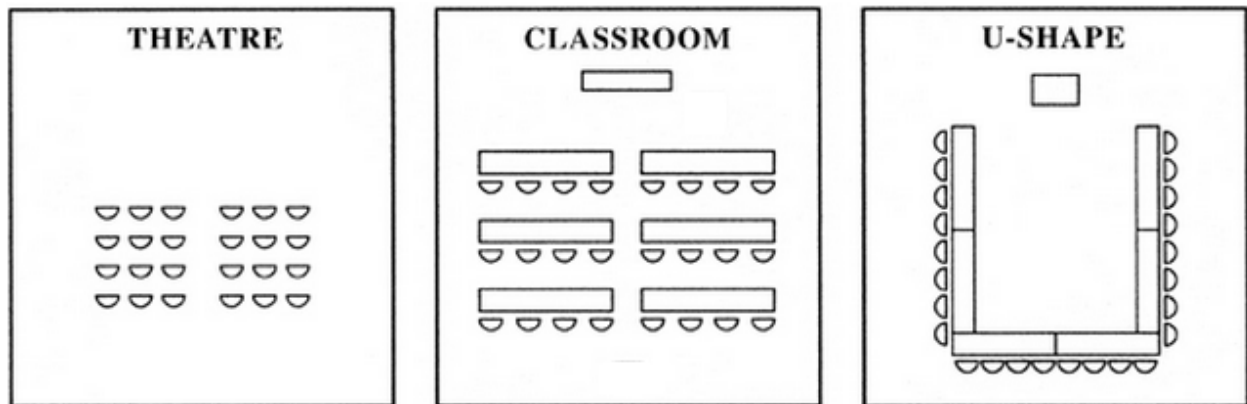
General Policies:

Walk-Through

The party who signs the agreement should report/record any damage to the room, all doors, all walls, furniture, restrooms, and equipment. The applicant is responsible for all activities during the time the room is reserved.

Room Setup/Audiovisual Equipment

City staff will set the room in one of the applicant's three choices based on the event and applicant's preference. The three choices are **Theatre**, **Classroom**, and **U-Shape**.



(Note: These diagrams are used as setup example. They are not to scale, and do not represent the actual number of tables and chairs included in each setup.)

City staff will make extra tables available for snacks or meeting materials upon request.

Other furnishings, such as benches, easels, and trashcans must not be moved. Trashcans, chairs, etc., may not be used to prop open doors.

Applicants must gain pre-approval to use City-owned audio-visual (AV) equipment present in the room. Approval will be granted on a case-by-case basis and only after the applicant schedules a meeting with Police Department staff, at least three business days before the event, for an equipment tutorial.

If approved, applicants are responsible for operating any AV devices in the room. Applicants assume full liability for damage caused to AV devices.

Access to Exit Doors

It is against the law to block any door in the Community Room. Injury or death to any person occurring due to blockage of a door is the sole liability and responsibility of the applicant.

Sound and Noise

Police Headquarters is a place of business. Use of the Community Room must not interrupt or impede official Police business. Disruption of Police operations due to noise or any other cause will result in immediate cancelation.

Decorations

No decorations may be attached to ceilings, walls, tables, or woodwork. Candles are prohibited.

Deliveries, Supplies, and other Property of the Applicant

Items to be used by the applicant must be brought into Police Headquarters via the guest parking lot and main entrance. Staff is not responsible for receiving or caring for any delivered item.

The City is not responsible for items, supplies, materials or equipment brought in by the applicant or their guests. The City will not provide storage or supplies of any kind.

All personal property must be removed from the Community Room after the meeting. Items left behind will be discarded.

Parking

There are 32 guest parking spaces at Police Headquarters. Some of those spaces may be in use by citizens visiting Headquarters for official police business. The City is not responsible for ensuring parking for event or meeting attendees, and gives no permission to use adjacent lots owned by others.

Sales and Marketing

Sales and marketing activities are prohibited in the Community Room. However, sales incidental to the use of the room are permitted (for example, sale of a book authored by a speaker).

Advertising

No easels, storyboards, posters, displays, or other advertising material is allowed at Police Headquarters that advertise the applicant's activities prior to the event.

Open Access

City representatives may enter and remain in the room at any time.

Smoking and Alcohol

No alcohol is permitted at or in Police Headquarters. Smoking is only allowed in designated exterior areas away from entrance doors. Cigarette butt receptacles are available in the designated smoking areas and must be used to discard butts.

Clean-Up

The Community Room must be cleaned after your function to the condition it was in prior to your group's arrival. Trash must be placed in the available cans; tables must be wiped down; chairs must be placed back in their original position; and all debris must be removed from the floor.

If the room is left unclean or damaged, a \$100 fee and any additional expense of cleaning and repair will be charged to the applicant. Examples of failure to clean are: carpet or chair stains due to spills, damage to walls, etc.

Leaving Headquarters

Groups must exit the building no later than 5:00pm. Please ensure that your meeting or event concludes in plenty of time to allow for cleanup and for your guests to depart prior to 5:00pm.

Denials

The City reserves the right to deny immediate and future use of the Community Room for failure to comply with the terms of this Policy.

Application

Name of group: _____

Name of Individual making application: _____

Date of event: _____

Event Time (not including setup or takedown):

Start: _____ am/pm End: _____ am/pm

Mobile number for individual making application: _____

Address: _____

Email address: _____

Type of meeting: _____

Anticipated number of attendees: _____ Maximum Occupancy 60 persons

I understand and will abide by the City of Franklin Police Department Community Room Policy and guidelines. This application made and entered into on _____, by and between the City of Franklin and applicant (hereinafter referred to as "Applicant").

I/we assume full responsibility for any damage to Franklin Police Department equipment and/or property that occur as a result of the requested use. Furthermore, I/we understand that the City of Franklin, its Police Department, staff, and representatives will not be held liable for any injury or damage which may occur to me, by my guests, and/or members of the above-named organization and/or property during our requested use of the facility. I/we understand that the facility and surrounding common areas will be left in the clean condition in which we found it, free of trash and debris.

I/we, the undersigned, have read the above agreement, fully understand its legal meaning, and do sign below as my/our own free act and deed.

Executed at Franklin, TN, this _____ day of _____, 20__.

Agreed and Accepted by Applicant:

Name: _____ Signature: _____

Address: _____

Phone: _____



City of Franklin Police Department Community Room Policy & Guidelines

Who may use the room:

City of Franklin governmental bodies, intergovernmental organizations with which the City of Franklin (or its Police Department – hereafter referred to as “City” or “Police Department”) is affiliated, other local governmental agencies, and subsidiaries of local governmental agencies may request to reserve the Franklin Police Department Community Room (“Community Room”).

Other Franklin-based non-profit, City-related entities may request use of the Community Room on an “as available” basis, and in accordance with these Guidelines.

The Police Department may occasionally permit special use of the Community Room for Franklin-centered community events by non-profit groups, if the event is open to all Franklin residents.

No outside entity may charge attendees a fee for attending any special event or program held in the Community Room.

Reservation Policies:

Advanced Reservations Accepted

Reservations should be made at least 14 days prior to the event.

Hours Available

Monday – Friday: 8am-5pm

No reservations will be accepted on holidays observed by the City.

Cancellation

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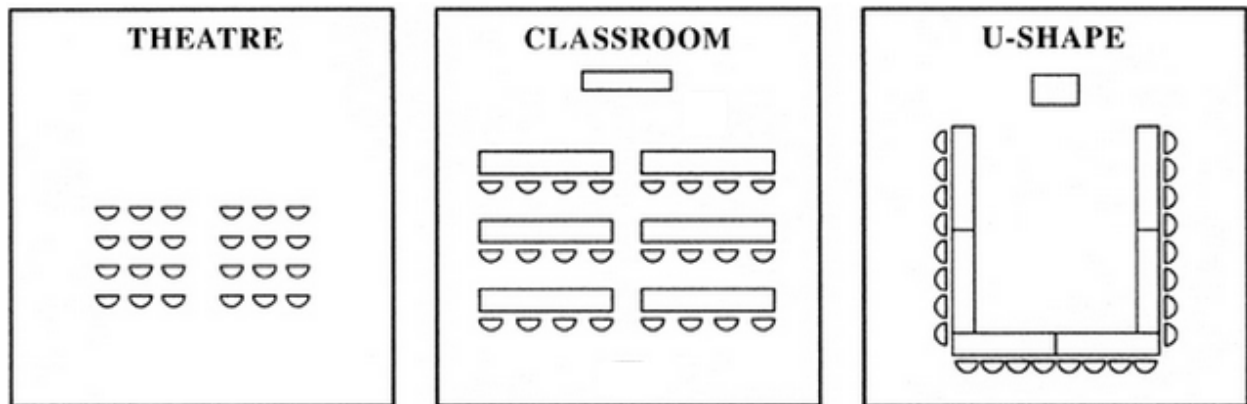
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