City of Franklin

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

Meeting Agenda

Work Session

Tuesday, September 25, 2018 | **5:00 PM** | **Board Room**

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. 18-0939 Consideration Of Event Permit For Boots for Troops 5K Sponsored By Medals of Honor, Inc. On November 10, 2018 at the Park at Harlinsdale Farm. (09/25/18 WS)

Sponsors: Lisa Clayton

Attachments: Boot for Troops 5K REVISED APP.pdf

2. 18-0940 Consideration of Event Permit for Jingle Bell Run 5K sponsored by the Arthritis Foundation on December 1, 2018 in Downtown Franklin. (09/25/18 WS)

Sponsors: Deb Faulkner

Attachments: JBR 2018 REVISED app.pdf

3. 18-0965 Consideration Of Amendment A To Interlocal Agreement between the City of Franklin and Williamson County, Tennessee for Redistribution of Local Sales Taxes (COF Contract No. 2017-0145) (09/25/18 WS)

Sponsors: Eric Stuckey, Shauna Billingsley and Kristine Brock

Attachments: 2017-0145 Amendment 1 to Interlocal - DRAFT.docx

2017-0145 Interlocal_redistribute sales tax increase to schools.pdf

4. 18-0976 Discussion of Transfer of Operating Agreement for the Cool Springs Conference Center.

Sponsors: Eric Stuckey

Attachments: Chartwell Marriott Franklin Overview letter to City-County 09182018.pdf

Chartwell September 2018 Presentation to City and County.pdf

Addendum to Conference Center Operating Agreement 2013-0041

Conference Center agreement_Oct 15 1997.pdf

5. 18-0859 Consideration of Resolution 2018-66, A Resolution To Authorize The City To Pay One-Half Of An Employee's Portion Of The City's Health Insurance Premium When The Employee Is On Disability Leave With The City Due To An On The Job Injury. (09/25/18 WS)

Sponsors: Kevin Townsel

Attachments: 18-0859 2018-66 Res to Reimburse Employees of insurance premium while on

6. 18-0920 *Consideration Of Recommendation To Reject All Bids For Supply And Delivery Of Bid Sludge Polymer For Wastewater Sludge Dewatering (Purchasing Office Procurement Solicitation No. 2019-003)

Sponsors: Michelle Hatcher

Attachments: 2019-003 Tabulation of bids revised 2018.10.31.1239 as released 2018.11.02

7. 18-0883 PUBLIC HEARING: Consideration of Resolution 2018-63, A Resolution Initiating The Annexation Process And Draft Plan Of Services For The Annexation Of 4356 South Carothers Road. (09/25/18 WS)

Sponsors: Emily Hunter

Attachments: RES 2018-63 Plan of Service 4356 S Carothers with Exhibit A.Law Approved

MAP - RES 2018-63 - Plan of Service - 4356 S Carothers

8. **18-0980** Consideration of Resolution 2018-___, A Resolution of the Franklin Road Corridor Improvements Project (09/25/18 WS).

Sponsors: Paul Holzen, Jonathan Marston and William Banks

Attachments: Franklin Road Tree Exhibit.pdf

Franklin_Rd-Home_Owner_Concerns_Letter_09-24-2018.pdf

RFunctional - UTILITY - Exhibit.pdf

BOMA Worksession 10-9-2018.pdf

Other Business

Adjournment

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

M,

Paid app

11/10/18
Amy Cotta

OFFICE USE ONLY:
Permit No: _____

HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN
PARKS DEPARTMENT

PARKS EVENT PERMIT APPLICATION

- *Application for 199 participants or less is Due 30 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 supply the following information. For additional space, use separate sheets of paper and attach to the application.

1) Location requested:

Aspen Grove Park_____ Liberty Park_____ The Park @ Harlinsdale_X_

Fieldstone Park_____ Pinkerton Park_____ Eastern Flank Battle Park____

Jim Warren Park_____ Winstead Hill Park____ Other: _____

2) Name/purpose of event: Medals of Honor "Boots for Troops 5K RUCK WALK RUN" followed by VETLINX VET FEST

3) Date or dates of event: Saturday, November 10, 2018

4) Time of Event: 9:00 AM to 5:00 PM

5) Set-Up Date/Time: 11/09/2018 1:00 PM Tear-down Date/Time: 11/10/2018 5:00 PM

6) Name of Applicant and Organization Requesting Permit: M= Medals of Honor V= VetLinx

Medals of Honor and VetLinx, both organizations are 501c3 nonprofits based in Middle Tennessee

a) Address: MOH: PO Box 681401 Franklin 37068 V: VetLinx P.O. Box 1166 Nolensville, TN 37135

b) Phone: M: 615-476-0592 V: 1-844-VETLINX c) Cell: M: 615-476-0592 V: 615-336-9969 d) Fax: M: N/A V: 615-369-8715

e) E-mail address: M: V: lbowman@vetlinx.org MOH: Amy@MedalsofHonor.org

HISTORIC
FRANKLIN
TENNESSEE

M= Medals of Honor
V= VetLinx

7) Person in charge on day of event: M: Amy Cotta V: Laurel Bowman MOH: Joe Fleenor

Cell: M: V: 615-336-9969 E-mail address: M: info@medalsofhonor.org V: lbowman@vetlinx.org

Additional Contact #2: M: Joe Fleenor V: Donald Gedge

Cell: M: 615-509-4498 V: 615-476-8639 E-mail address: M: Joe@abovethefoldevents.com V: donaldgedge0007@gmail.com

Additional Contact #3: M: Melissa Fakler V: Faye Baldwin

Cell: M: 714-338-9869 V: 317-345-9165 E-mail address: M: melissa.fackler@outlook.com V: afb128@bellsouth.net

✓ 8) Description of event (use additional sheets if necessary): Purpose of event is to bring military families, community organizations, and supporters together to enjoy activities and entertainment.

✓ 7) ENCLOSE A MAP of event site, detailing any temporary structures, location of vendors, vendor parking, volunteers parking, etc.

✓ 8) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event: 500

✓ 9) 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.

✓ 10) Is your organization based in Williamson County? Circle: Yes or No

(if no, please state where): N/A

✓ 11) Is your organization authorized to do business in Tennessee? Circle: Yes or No (If yes, please provide a copy.)

✓ 12) 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.

HISTORIC
FRANKLIN
TENNESSEE

13) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. M: 5K entry fee $30 V: No admission fee for visitors. Food Trucks: $150 Vendor: $100. All Veteran Org and State/Fed = no charge

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

15) 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? N/A

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

17) Will your event require overflow parking? Yes

If yes, how many vehicles do you anticipate 100 at a time (Event organizers are responsible for parking attendants). NOTE: Attendees will come and go throughout the day.

18) Will any sound amplification equipment be used during the event? Circle yes or no. If no, please skip to Question #22.

19) For what purpose will sound amplification be used? (i.e. announcements, entertainment, etc.)

Announcements and entertainment

20) What type of sound amplification will be provided (DJ, Band, etc.). Please list all that apply:

Band sound amplification

21) During what time period is sound amplification requested? 09:00 AM to 5:00 PM

22) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.) 10 to 20 musicians playing a wide variety of music that is family friendly amp wattage will be appropriate for setting and will submit details upon verification from Stage Director- Hugh Bennett

HISTORIC
FRANKLIN
TENNESSEE

23) Will any stages, amusement attractions, or amusement rides 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. Horseshoes, relay races, inflatable's, 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 , Including Workers Compensation Coverage and listing the City of Franklin as additionally insured.

✓ • For stages 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 inflatable's/interactive that are setup and manned by applicant must be included specifically in applicants certificate of insurance.

24) What, if any, vendors will be present at event? (i.e. medical related, shirts, arts, etc.) Please provide detailed listed. Use additional sheets if necessary.

✓ • 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, phone number, and date and time clean-up is to occur. A refundable damage deposit (current fee schedule) in the form of a check only, is due at the time this agreement is signed by the Parks Director.

✓ • Organizations event coordinator/representative and Parks Dept. representative will conduct a Pre-Event meeting the day 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 event coordinator/representative and a Parks Dept. representative to re-assess the site for trash, damage and securing, with caution tape and signage (provided by event group), any tents left for removal.

✓ • Damage deposit will be refunded within ten (10) working days after the event has occurred only after a satisfactory Post Event Check List has been completed and signed off on, by both Parks Dept. and organization requesting event.

✓ • If clean-up is not done properly the organization requesting the permit may be fined (See attachment A).

✓ • *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. The primary event sponsor is required to remove all cooking grease from

HISTORIC
FRANKLIN
TENNESSEE

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.*

✓ • Will your event include tents or other temporary structures, propane use, or open flames? Circle: Yes or No. If yes, other permits may be required from the City of Franklin Fire Department or Codes Department.

✓ • Events using tents 10 x 20' or larger require permitting from Franklin Fire Dept., call 791-3270 to schedule inspection. Parks Dept. requires applicant to provide safety measures on all tents, especially those setup the day before the actual date of the event. Tents should be taken down the date the event has ended.

✓ 25) *Please read Additional Requirements section of this application for more information.*

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

PLEASE READ ATTACHMENTS BEFORE SIGNING APPLICATION.

- 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.
- I/We do swear or affirm that all of the information given in this application is true and complete.
- **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, including death, to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence, known or unknown, 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. (*Please see current insurance requirements)***
- I/We understand that granting of Special Event Permit does not imply granting of other permit that is separately required.
- The application for an event permit shall be filed not less than 30 days nor more than 364 days prior to the scheduled date of such event. Failure to file in a timely manner may result in denial of a permit.

HISTORIC
FRANKLIN
TENNESSEE

- The City reserves the right to require one or more City of Franklin police officers or other emergency personnel are present at any and all events that occur within the city limits. Please budget for this request at a rate of $40.00 per hour at a minimum of three (2) hours.

- All applications will be reviewed on a case-by-case basis. Some activities may require additional risk management steps to minimize any foreseeable exposures to losses. As such, the city reserves the right to require additional steps to minimize any foreseeable exposures.

M: Amy Cotta V: Laurel Bowman Date: 04/01/2018

Event Coordinator/Client Signature

_____ Date: _____

Program Specialist, City of Franklin Parks

_____ Date: _____

Suzanne Carter, Recreation Foreman, City of Franklin Parks

_____ Date: _____

Paige Cruse, Parks and Recreation Superintendent, City of Franklin Parks

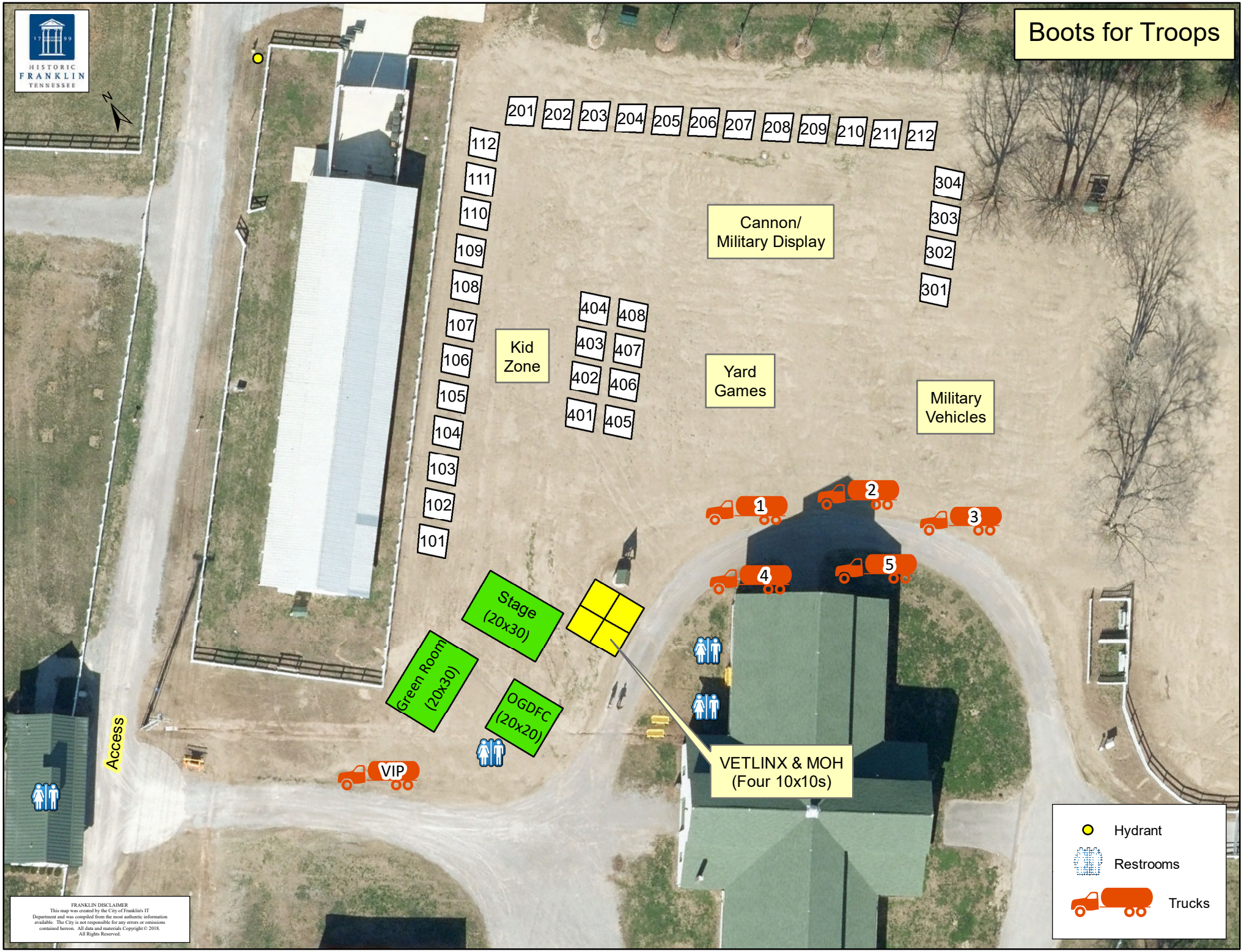
For official use only
Scan and Send completed application with all

Return application to:

City of Franklin Parks Dept.,

P.O. Box 305 Franklin, TN 37065

615-794-2103(office) 615-791-3250 (FAX)


Boots for Troops
HISTORIC FRANKLIN TENNESSEE
N
201
202
203
204
205
206
207
208
209
210
211
212
112
111
110
109
108
107
106
105
104
103
102
101
304
303
302
301
404
408
403
407
402
406
401
405
Cannon/ Military Display
Kid Zone
Yard Games
Military Vehicles
1
2
3
4
5
Stage (20x30)
Green Room (20x30)
OGDFC (20x20)
VIP
Access
VETLINX & MOH (Four 10x10s)
Hydrant
Restrooms
Trucks
FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2018. All Rights Reserved.

Staff Conditions:

Staff recommends approval with the following conditions:

- Applicant will provide Good Neighbor Letter which will be distributed to area residents.

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured. The Certificate of Insurance is due 30 days prior to event and needs to include the dates of set up through equipment pickups and cleanup. Certificate of Insurance must include all activities, equipment, vendors, booths and food trucks for the event. Any hired providers must have insurance covering their activity, equipment and service, naming the city as additional insured.

Building and Neighborhood Services:

- Special Event Electrical Permit will be required.

Police Department:

- Applicant will hire recommended number of extra-duty Franklin Police Officer to provide traffic control and security.

Fire/EMS Department:

- Tent permit and inspection will be required for any tents larger than 200 square feet.
- Department will provide bike medic team for the event.

Parks Department:

- All coordinating regarding the event, including fees and pre-event site meetings, will be done with the Programming Division at the Parks Department.
- Any major changes to the event after approval, must be reviewed by the Special Events Advisory Team and the Department

OFFICE USE ONLY
Permit No:
_____

HISTORIC
FRANKLIN
TENNESSEE

City of Franklin
Special Event Permit Application

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

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

Please list all that apply:

- Athletic/Recreation

1. **Name/purpose of event:** Jingle Bell Run 2018
2. **Location Requested:** *(if Temporary Street Closure, list major roads to be closed)***:**
   Historic Franklin Downtown Square
3. **Date or dates of event:** 12/01/2018
4. **Start/End Times of Event:** Start time- 8:00 AM
   End time- 12:00 PM
   What date/time will set-up begin? 12/1/2018 4:30 AM
   What date/time will tear-down be complete? 12/1/2018 12:00 PM
   **Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
5. **Time of Street Closure** *(if applicable):* Streets closed by 5:00AM, open back up at 12:00 PM
6. **An estimated number expected to attend during the course of the event:**
   Spectators/Attendees: 1,000 Event Staff/Volunteers:50 Total:1,050
7. **Name of applicant and Organization Requesting Permit:**
   Jessica Plyler - Arthritis Foundation
   a) Address: 209 10th Ave S Suite 123
   Nashville, TN 37203
   b) Phone: 6232218155 **c) Cell:** **d) Fax:**
   e) E-mail address: jplyler@arthritis.org
8. **DETAILED description of event** *(use additional sheets)***:**
   The Jingle Bell Run is the annual 5k Race to raise awareness and funds for the Arthritis Foundation, which provides resources and support for the more that 300,000 children and adults that suffer from this disease.
9. **ENCLOSE A DETAILED MAP** of event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. ***For large-scale events, map should be obtained from the Citys GIS division***

   Please detail any restricted parking areas on the event map.

   Event Map: JBR Franklin Map.pdf

10. **Person in charge on day of event:** Jessica Saad
Cell: 615-498-8734 **E-mail address:** jsaad@arthritis.org

11. **Name and Cell Number of at least two others available on day of event:**
Name: Candice Henry **Cell:** 714-402-9448 **E-mail address:** chenry@arthritis.org
Name: Lauren Clanton **Cell:** 615-517-9875 **E-mail address:** lclanton@arthritis.org

12.

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

Administrative Contact List: Board of Directors 2017.docx

13. **Where is your organization based?** Davidson County

14. **Is your organization authorized to do business in Tennessee?** Yes

15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes
IRS tax exemption letter: TN Sales Tax Exemption Certificate.pdf

16. **Will you charge an admission fee?** Yes
Average admission fee: 30

17. **Will you charge a vendor particiation fee?** Yes
Average vendor participaion fee? 2500

18. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**

19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes

20. **Is this event a fundraiser?** Yes
What organization will be the benefactor of event? Arthritis Foundation
What percentage of funds will they receive? 100

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

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

23.

> **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.**
>
> ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
>
> **If you already have your insurance certificate, please upload it now. Otherwise your insurance certificate will need to be submitted before your event is approved.**

Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list**. Hunts Bros Pizza
Life Credit Union
Other Pharmaceutical Companies

25. **Will food, beverages, or merchandise be sold or given away?** Yes
Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
Clean Up Plan and Provider: Board of Directors 2017.docx

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

27. **Will you require a temporary water tap?** No
    If yes, please list exact locations:

28. **Will alcohol, beer, and/or wine be given away or sold?** No
    If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.

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

30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
    Good Neighbor Letter: 2018 Good Neighbor Letter.docx
    Good Nieghbor Letter Mailing List:

HISTORIC
FRANKLIN
TENNESSEE

Rules and Regulations

Please Read All Attachments Before Signing Application.

1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.

2) I/We do swear or affirm that all of the information given in this application is true and complete.

3) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.

4) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.

5) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.

6) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.

7) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.

8) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.

9) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.

10) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

DocuSigned by:

BY: Jessica Plyler Date: 6/15/2018

AF321D31A2BE4BC...

(Signature and title – must be officer of organization)

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

_____

Dr. Ken Moore, Mayor

_____

Eric S. Stuckey, City Administrator

Return application to:

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

HISTORIC FRANKLIN TENNESSEE

Buildings, Structures, & Power Sources

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

- Any site-built platforms (stages) and/or bleachers
- Any electrical work utilizing site-constructed equipment or wiring
- Any electrical equipment or work utilizing in excess of 120 volts

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

All Permit applications are subject to permit fees.

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

Event Name: Jingle Bell Run 2018

Signature: _____

FORM 1

HISTORIC FRANKLIN TENNESSEE

Sound Amplification

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

Applicant/Organization: Jessica Plyler - Arthritis Foundation
Event Name: Jingle Bell Run 2018
Event Date(s): 12/01/2018

1. **Time amplification equipment will be used:** From: 07:00:00 AM To: 11:00:00 AM
2. **Exact locations sound amplification equipment will be used** *(i.e. stage located on Second Avenue). Provide map/layout if necessary.*:
   Front stage will be located in the Northeast corner of the square.
   Sound Amplification Map: JBR Franklin Map.pdf
3. **For what purpose will sound amplification be used?** *Please list all that apply*:
   - Announcements/Speeches
   - DJ
   - Sound System
4. **Type of Amplifier:**
   - PA System
5. **Number of Amplifiers:** 2 **Number of Speakers:** 2 **Number of Performers:** 3
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**
   Name: Jessica Saad **Cell:** 6154988734 **E-Mail:** jsaad@arthritis.org
   Name: Candice Henry **Cell:** 7144029448 **E-Mail:** chenry@arthritis.org

Authorized Signature: Jessica Plyler **Date:** 07/20/2018

The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.

JINGLE BELL RUN

FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2017. All Rights Reserved.

Staff Conditions:

Staff recommends approval with the following conditions:

- Applicant will provide Good Neighbor Letter which will be distributed to area residents.

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured. The Certificate of Insurance is due 30 days prior to event and needs to include the dates of set up through equipment pickups and cleanup. Certificate of Insurance must include all activities, equipment, vendors, booths and food trucks for the event. Any hired providers must have insurance covering their activity, equipment and service, naming the city as additional insured.

Building and Neighborhood Services:

- Special Event Electrical Permit will be required.

Police Department:

- Applicant will hire recommended number of extra-duty Franklin Police Officer to provide traffic control and security.

Fire/EMS Department:

- Tent permit and inspection will be required for any tents larger than 200 square feet.
- Department will provide bike medic team for the event.

Parks Department:

- All coordinating regarding the event, including fees and pre-event site meetings, will be done with the Programming Division at the Parks Department.
- Any major changes to the event after approval, must be reviewed by the Special Events Advisory Team and the Department

AMENDMENT NO. 1

INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN TO REDISTRIBUTE THE HALF OF THE ONE-HALF PERCENT SALES TAX INCREASE THAT IS NOT ALLOCATED FOR SCHOOLS

COF Contract No. 2017-0145

This Amendment amends the Interlocal Agreement between Williamson County, Tennessee ("County) and the City of Franklin ("City") by adding as a party to the Agreement Franklin Special School District ("FSSD") as an additional recipient of the redistribution of the half of the one-half percent sales tax increase and to increase the term of the Agreement.

A. The following paragraphs and terms are deleted in their entirety and replaced with the following:

III. Term: As to the County, this Agreement shall commence on April 1, 2018. As to the FSSD, this Agreement shall commence on July 1, 2018. This Agreement shall terminate on October 31, 2021, unless extended by agreement of the parties.

IV. Redistribution of Revenue: The City agrees to redistribute and forgo its share of the proceeds it would otherwise receive from the one-half percent (0.5%) sales tax increase collected within the City's boundaries. The proceeds shall be allocated to the County and FSSD based on the annual Average Daily Attendance ("ADA") Percentage, as calculated by the County Trustee. The proceeds from the increased sales tax redistributed from the municipality and received by the County and FSSD shall be used exclusively for payment of capital outlay and general debt services. This Agreement shall not affect the current proceeds collected and distributed to the City from the current assessed two and one quarter percent (2.25%) sales tax revenue.

V. Distribution from the State: The parties agree to cooperate in good faith to any notice provided to or by the Department of Revenue concerning the increased sales tax and this Agreement. All funds are remitted by the Department of Revenue to the County Trustee in accordance with terms of a county-wide sales tax referendum. The County Trustee subsequently distributes funds in accordance with this Agreement.

VIII. Notices:

Notices to the County shall be sent to:
Williamson County
County Mayor
1320 West Main Street
Franklin, Tennessee 37064

Notices to the City shall be sent to:
City of Franklin
City Administrator
109 Third Avenue South
Franklin, Tennessee 37064

Notices to FSSD shall be sent to:

DRAFT

Franklin Special School District
Superintendent of Schools
507 New Highway 96 West
Franklin, Tennessee 37064

B. All other terms not amended are unchanged and remain in full force and effect.

C. FSSD is bound by all unchanged terms in the Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement as of the dates recorded below.

CITY OF FRANKLIN

_____
Dr. Ken Moore
Mayor

Attest:

_____
Eric S. Stuckey
City Administrator

Approved as to form by:

_____
Shauna R. Billingsley
City Attorney

WILLIAMSON COUNTY, TENNESSEE

_____
Rogers Anderson
Mayor

Attest:

_____
Diane Giddens

Approved as to form by:

_____
County Attorney

FRANKLIN SPECIAL SCHOOL DISTRICT

_____
Dr. David Snowden

Attest:

_____

DRAFT

INTERLOCAL AGREEMENT WITH THE CITY OF FRANKLIN TO REDISTRIBUTE THE HALF OF THE ONE-HALF PERCENT SALES TAX INCREASE THAT IS NOT ALLOCATED FOR SCHOOLS

THIS INTERLOCAL AGREEMENT ("Agreement") is made by and between WILLIAMSON COUNTY, TENNESSEE ("County"), a county governmental entity of the State of Tennessee located at 1320 West Main Street, Franklin, Tennessee 37064, and the CITY OF FRANKLIN ("City"), a municipal government, located at 109 Third Avenue, Franklin, Tennessee 37064.

WHEREAS, the City of Franklin is located within Williamson County, Tennessee; and

WHEREAS, Williamson County and the City have determined that the influx of residential development within the jurisdiction of the City has resulted in the need for additional educational capital projects that will put a strain on the County's current revenue stream resulting in the County to consider raising property taxes on all real property owners in the County; and

WHEREAS, pursuant to *Tennessee Code Annotated*, Section 67-6-701, et. seq., Williamson County currently has a local sales and use tax at a rate of two and one-quarter percent (2.25%) which may be raised an additional one-half percent (0.5%) if approved by referendum; and

WHEREAS, the Williamson County Board of Commissioners has initiated the process to raise the sales tax One-half Percent (0.5%) from Two and One-Quarter Percent (2.25%) to Two and Three-Quarters Percent (2.75%); and

WHEREAS, the revenue from the current sales tax is distributed with half of the proceeds going to schools and half of the proceeds returned to the jurisdiction in which the proceeds were collected; and

WHEREAS, *Tennessee Code Annotated*, Section 67-6-712 provides that a county, city, or town may, by interlocal agreement, provide for an alternative method of distribution of the one-half percent (0.5%) not allocated for school purposes; and

WHEREAS, it is the desire of the County and the City to enter into an interlocal agreement for a term of three (3) years from the date the increase in the sales tax takes effect, to redistribute the half of the One-Half Percent (0.5%) sales tax increase received by the City back to the County to be used strictly for the purposes set forth herein.

In consideration of the premises and the mutual covenants contained herein, the parties hereby agree to the following:

I. **Purpose of Agreement.** The purpose of this Agreement is to provide for an alternative distribution concerning the City's portion of the sales tax collected from the one-half percent (0.5%) sales tax increase.

II. **Authority.** This Agreement is made and entered into pursuant to the authority granted by the parties under the *Interlocal Cooperation Act, Tennessee Code Annotated*, Sections 12-9-101, et seq., and the 1963 Local Option Revenue Act Tennessee Code Annotated, Section 67-6-712 and the parties agree that all approvals and filings required by the terms of said Act shall be achieved as reasonably possible prior to the execution of this Agreement.

III. **Term:** The term of this Agreement shall be for three (3) years unless extended by agreement of the parties. This Agreement shall commence on the 1st day of the month that the tax becomes effective and shall terminate on the third anniversary of the effective date unless otherwise terminated or extended by agreement of the parties.

IV. **Redistribution of Revenue:** The City agrees to redistribute and forgo its share of the proceeds it would otherwise receive from the one-half percent (0.5%) sales tax increase collected within the City's boundaries. The proceeds from the increased sales tax redistributed from the municipality and received by the County shall be used exclusively for payment of rural and general school debt purposes. This agreement shall not affect the current proceeds collected and distributed to the City from the current assessed two and one quarter percent (2.25%) sales tax revenue.

V. **Distribution from the State**: The County and City agree to cooperate in good faith to any provide notice to the Department of Revenue concerning the increased sales tax and this agreement between the parties required for the redistribution of the one-half percent (0.5%) sales tax increase. Should the City receive the revenue from the one-half percent (0.5%) increased sales tax portion from the Department of Revenue, the City, shall upon receipt of the proceeds, forward the full amount to the County to be used in accordance with the terms of this Agreement.

VI. **Cost:** Each party shall be responsible for the costs of fulfilling their obligations under this Agreement.

VII. **Compliance with Laws:** The parties agree to comply with any applicable federal, state and local laws and regulations.

VIII. **Notices:**

Notices to County shall be sent to:

Dep't:	Williamson County
Att'n:	County Mayor
Addr:	1320 West Main Street,
	Franklin, Tennessee 37064

Notices to City shall be sent to:

Dep't:	Franklin City Manager
Att'n:	City Manager
Addr:	109 Third Avenue
	Franklin, Tennessee 37064

IX. **Modification of Agreement:** This Agreement may be modified only by written amendment executed by all parties and their signatories hereto.

X. **Partnership/Joint Venture:** Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

XI. **Entire Agreement:** This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

XII. **Law/Venue**: This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, become subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee

XIII. **Cooperation**: The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

XIV. **Binding**: This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the

requirements of applicable law.

XV. Severability: The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

XVI. Headings: The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

XVII. Effective Date: This Agreement shall not be binding upon the parties until it has been properly approved by the legislative bodies of the respective parties, it has then been signed first by the City and then by the authorized representatives of the Williamson County and has been filed in the office of the County Mayor. When it has been so signed and filed, this Agreement shall be effective as of the date first written above.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates recorded below.

ATTEST:

Eric S. Stuckey

BY: Eric S. Stuckey, City Administrator

APPROVED AS TO FORM AND LEGALITY:

Shauna R. Billingsley

City of Franklin Attorney

CITY OF FRANKLIN:

BY: Ken Moore, City Mayor

DATE: 7/19/17

ATTEST:

Diane Siddens

BY:

APPROVED AS TO FORM AND LEGALITY:

R. Cook

Williamson County Attorney

WILLIAMSON COUNTY, TENNESSEE:

Rogers C. Anderson

BY: Rogers Anderson, County Mayor

DATE: 11/17/17

H:\Williamson County\Agreements\Interlocal Agreements\City of Franklin\Sales Tax\2017.05.24 Interlocal Franklin Sales Tax K#17-181.docx

CHARTWELL HOSPITALITY, LLC

City of Franklin, Tennessee
Williamson County

September 18, 2018

Via email to the attached distribution list:

Re: Marriott Franklin Cool Springs

Dear Sirs/Madams:

Thank you for meeting with the Chartwell Hospitality team yesterday at the County Administrative Offices. We are extremely excited to partner with the City and County through our planned acquisition of the Marriott Franklin Cool Springs and we look forward to obtaining your approval of the transaction. We understand the approval process to include the following key steps:

- County Property Committee meeting scheduled to meet 9/26 @5:30,
- County Budget Committee on 10/1 @4:30, and
- County Commission meeting 10/8 @7:00pm.

We will prepare to present an overview of the transaction at each of these meetings and are also available to address any interim questions or information requests.

The remainder of this letter provides an overview of the transaction, Chartwell Hospitality and our thoughts and plans for the hotel.

The Transaction

On September 6, 2018 Chartwell Hospitality signed an agreement to purchase the Marriott Franklin Cool Springs from Crow Holdings. Under the agreement, Chartwell must complete its due diligence by October 1 and, subject to certain conditions, is required to close the transaction by November 1, 2018. As hotel operator, Chartwell will be assuming the conference center operating and catering agreements as well as the reciprocal easement agreement with the City of Franklin and Williamson County. The assignment of these agreements is a condition to closing the transaction. As discussed further below, Chartwell is an owner/operator of hotels and its operating company, Chartwell Hospitality, will be the hotel manager and will be assuming the above agreements. A Chartwell affiliate will be the owner of the hotel. The hotel is currently owned by Crow Holdings and third party managed by Davidson Hotels and Resorts.

Chartwell is currently in discussions with Marriott for a new franchise agreement and will assume the first mortgage loan with the existing lender, subject to certain revisions.

Chartwell

Formed in 2003, Chartwell specializes in the acquisition, development and management of high-quality hotels ranging from premium select service to full service/mixed use development projects. Chartwell currently operates 37 hotels with nine in development. We maintain ownership interests in many of these hotels; most of which were acquired or developed by Chartwell. While Chartwell's operating footprint covers twenty states, we have a strategic commitment to greater Nashville and specifically, Williamson County. Our corporate offices are located at 5000 Meridian Blvd, on the west side of Carothers Parkway within walking distance of the Marriott Franklin Cool Springs. Chartwell hotels in the Franklin/Cool Springs and Brentwood submarket include:

Hotel	Rooms	Open Date
Courtyard Franklin Cool Springs	126	Dec 2008
Residence Inn Franklin Cool Springs	124	July 2009
Hampton Inn & Suites Franklin/Berry Farms	124	Nov 2017
Hilton Franklin Cool Springs (under construction)	244	Sept 2018
SpringHill Suites Franklin Cool Springs (in development)	150	Q1 2020
Hilton Garden Inn Brentwood	126	Mar 2016

The Hotel

The 300-room Marriott was purchased by Crow Holdings in June 2014 at which point Davidson Hotels became the hotel and conference center operator. Crow invested over $13 million ($44K per room) including renovation of the lobby, restaurant, recreational areas and guest rooms. The hotel has performed well and Chartwell believes it can further improve performance through additional capital improvements and certain operational enhancements. The hotel and conference center will also benefit from direct "hands-on" oversight due to Chartwell's corporate proximity to the hotel. It should also be noted that Chartwell earlier this year hired the hotel's former general manager as one of our key corporate regional managers and he will have direct oversight of the hotel going forward.

In connection with the new Marriott license agreement, Chartwell, as purchaser, must comply with a change in ownership property improvement plan (PIP) provided by Marriott. Based on our review of the PIP, the preliminary capital plan generally includes the following:

- adding the M Club (Marriott's new and enhanced concierge lounge concept),
- expanding and modernizing the fitness center,
- installing shower-only bathroom fixtures,
- conversion of the existing executive lounge to three additional guest rooms, bringing the total room count to 303,
- renovating public area rest rooms, and
- other miscellaneous items.

As mentioned, we are extremely excited about this acquisition and the opportunity to partner with the City and County. We will be preparing additional materials for the upcoming presentations. In the interim, please call with any questions.

Sincerely yours,

CHARTWELL HOSPITALITY, LLC

By:_____
Jonathan Benowitz

Distribution List:

City
Dr. Ken Moore
Eric S. Stuckey
Shauna Billingsley
Kristine Tallent
Vicki Parr

County
Rogers C. Anderson
Nena Graham
Diane Giddens
Robert Cook

Chartwell
Kevin Green
Will Schaedle
Michael Sanders

CHARTWELL HOSPITALITY
Information Package

September 2018

Chartwell Hospitality

Founded in 2003 by Company President Rob Schaedle, Chartwell is a fully integrated hotel operating company with substantial transaction and real estate expertise.

High quality projects range from premium select service to full service/mixed use development projects. Since inception the company has executed 50 hotel investments.

Current portfolio consists of 37 operating hotels, with another ten in the pipeline.

Based in Nashville, we have focused on high growth markets with multiple demand generators.

We have an owner's perspective, investing our capital in tandem with select institutional and private partners and generating stellar returns.

Highly regarded developer and operator, recently awarded Hilton's Lifetime Achievement Award.

Chartwell Hotel Portfolio

OWNED

Hotel	Keys	Chartwell Open Date
Hampton Inn & Suites Franklin/Berry Farms, TN	124	Nov 2017
Hilton Garden Inn Charlotte/Southpark, NC	150	Sep 2017
Homewood Suites Charlotte/Southpark, NC	120	Sep 2017
Black Fox Lodge, Pigeon Forge, TN	178	Dec 2016
Courtyard Kansas City, MO	153	Sep 2016
Residence Inn Kansas City, MO	108	Sep 2016
Courtyard Westbury, NY	145	Jul 2016
Hilton Garden Inn Brentwood, TN	126	Mar 2016
Residence Inn Southhaven, MS	78	Feb 2007
Courtyard Southhaven, MS	85	Dec 2006
Hampton Inn Brentwood, TN	106	Oct 2003
Total Operating Hotels	**11**	
Total Rooms	**1,373**	

PIPELINE

Hilton Franklin/Cool Springs, TN	244	Q3 2018
Marriott Franklin/Cool Springs, TN	300	Q4 2018
Hilton Nashville/Green Hills, TN	212	Q4 2018
Residence Inn Nashville/Green Hills, TN	116	Q4 2018
Home2 Suites by Hilton Colorado Springs, CO	120	Q3 2019
Hampton Inn & Suites Nashville/Capitol View, TN	168	Q3 2019
SpringHill Suites Franklin/Cool Springs, TN	150	Q3 2019
Marriott JFK	360	Q3 2019
Residence Inn JFK	178	Q3 2019
Hilton Atlanta Alpharetta, GA	250	Q2 2020
Total Hotels in Pipeline	**10**	
Total Rooms	**2,098**	
Total Owned Hotels (Operating and Pipeline)	**21**	
Total Rooms	**3,471**	

("Owned" includes hotels where Chartwell has an equity investment and is the managing member of the owning entity)

MANAGED

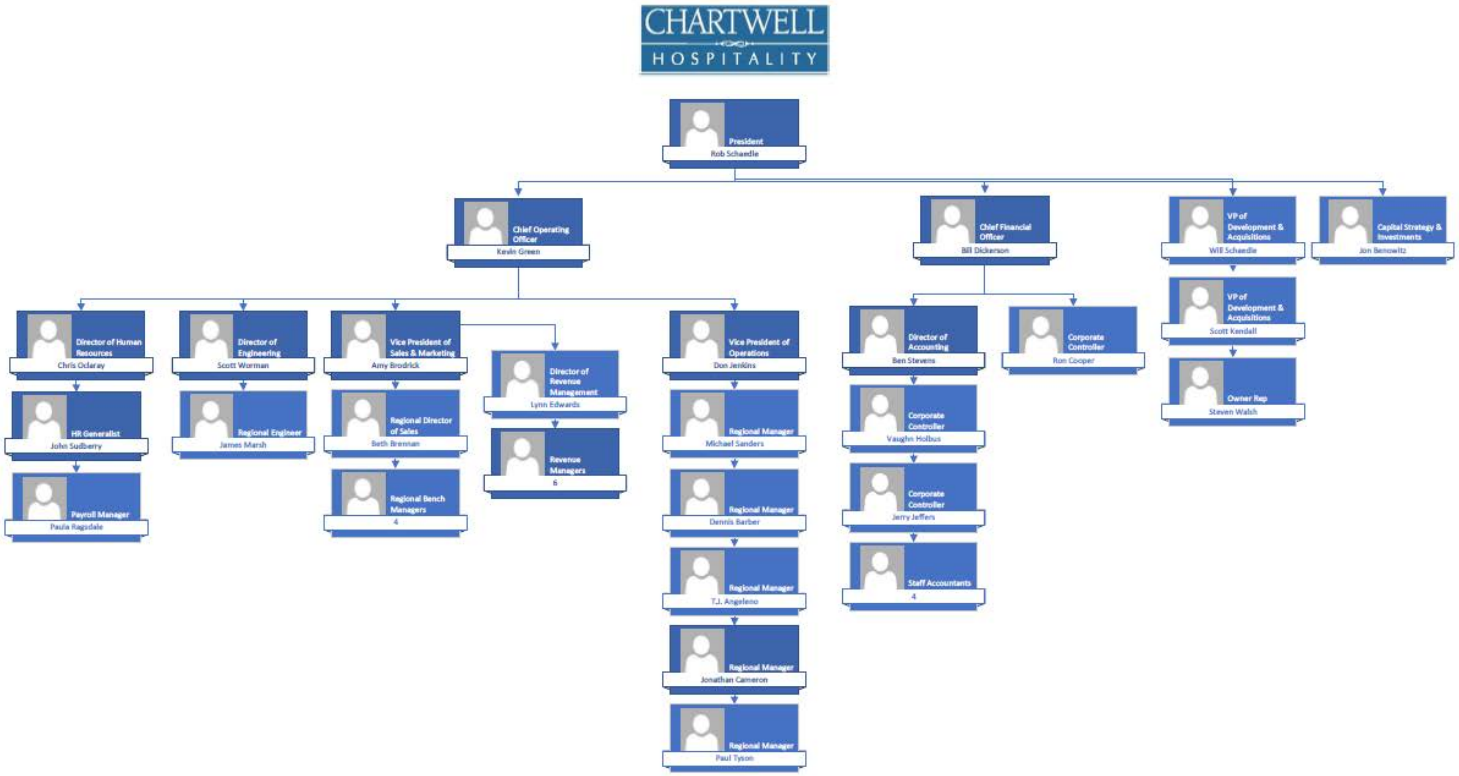
Hotel	Keys	Chartwell Open Date
HGI San Antonio, TX	117	Jan 2018
Comfort Inn Fayetteville, AR	176	Jan 2018
Hampton Raleigh, NC	129	Jan 2018
CY Houston Brookhollow, TX	197	Jan 2018
HWS Phoenix, AZ	126	Jan 2018
HWS Houston, TX	92	Jan 2018
HGI Alpharetta, GA	164	Jan 2018
HWS Raleigh, NC	137	Jan 2018
CY St. Charles Chicago, IL	121	Jan 2018
Hampton Atlanta Perimeter, GA	131	Jan 2018
Hampton Charlotte University Place, NC	126	Jan 2018
Hilton Garden Inn Nashville, TN	214	Jun 2015
Hilton JFK, NY	356	Jan 2011
Hampton Inn West End, TN	169	Dec 2010
Hampton Inn & Suites Elliston Place, TN	157	Dec 2010
Homewood Suites Denton, TX	107	Oct 2009
Fairfield Inn & Suites Naples, FL	109	Sep 2009
Residence Inn Franklin, TN	124	Jul 2009
Courtyard Franklin, TN	126	Dec 2008
SpringHill Suites Naples, FL	102	Nov 2008
Hampton Inn & Suites Stuart, FL	102	Sep 2008
Homewood Suites Oklahoma City West, OK	90	May 2008
Hampton Inn & Suites Colorado Springs, CO	101	Mar 2008
Hampton Inn & Suites Estero, FL	94	Mar 2007
Hampton Inn & Suites Clermont, FL	87	Aug 2006
Fairfield Inn & Suites Orlando, FL	116	Feb 2006
Total Managed Hotels	**26**	
Total Rooms	**3,570**	

(includes hotels Chartwell manages for third party owners)

Chartwell Hotels in Williamson County

Courtyard Franklin	Dec 2008
Residence Inn Franklin	July 2009
Hilton Garden Inn Brentwood	April 2016
Hampton Inn & Suites Berry Farms	Nov 2017
Hilton Franklin	Sept 2018
Marriott Franklin	Nov 2018
SpringHill Suites McEwen	Fall 2019

Chartwell Hospitality – 1,500 Employees



Our Investment Strategy

1. Acquire under-performing or under-valued assets that we can profitably turnaround through capital improvements, market repositioning and intensive property management.

2. Build new efficiently designed ground-up developments in carefully selected markets.

3. Combine industry leading brands with customized design features to create distinct competitive advantages.

4. Employ an efficient, team-oriented operating model in full service and premium branded limited service hotels.

5. Maximize investor returns.

Hilton Garden Inn Nashville Downtown

Opened June 2015 at an approximate development cost of $200,000/key.
Awarded Hilton Garden Inn Development of the Year
Facilities include: ◦ 214 guest rooms ◦ 4,200 square feet of divisible meeting space ◦ SoBro Sports Bar & Grille, Wine Bar and Great American Grille ◦ Rooftop outdoor pool with terrace. ◦ on-site parking garage.
Walking distance to Music City Center and downtown entertainment district.
Sold with Chartwell management in August 2016 to a private equity investor.

Hilton Garden Inn Nashville Downtown

Courtyard Westbury Long Island

Opened July 1, 2016, at an approximate development cost of $215,000/key in challenging NY construction market.

Built to latest Courtyard prototype standards.

Facilities include:

- 145 guest rooms
- 2,200 square feet of meeting space
- The Bistro
- Pool and Fitness Center
- on-site parking

30 miles from Manhattan and just minutes from the Belmont Park Race Track, Eisenhower Park, Nikon Jones Beach Theatre, Roosevelt Field Mall, Source Mall and Westbury Theatre

Courtyard Westbury Long Island

Hilton Garden Inn Brentwood/Nashville

Opened March 15, 2016, at an approximate development cost of $175,000/key

Set in the CityPark, a lush area of upscale shops, eateries, offices and conveniences. Just 20 minutes from downtown Nashville, the hotel honors and wraps around the architecture and elegance of its neighbor, the historic Mooreland Mansion constructed in 1848.

Facilities include:

- 126 guest rooms
- 1,800 square feet of event space with natural light
- The Garden Grille Restaurant
- Pool and Fitness Center, on-site parking

Construction loan refinanced six months after CO, returning half the initial equity investment.

Hilton Garden Inn Brentwood/Nashville

Courtyard/Residence Inn Kansas City

Premium dual branded hotel opened September 2016; developed for an approximate cost of $200,000/key.

Facilities include:

- 153 Courtyard guest rooms; 108 Residence Inn rooms
- over 3,000 sf of meeting space featuring high ceilings and windows providing an abundance of natural light.
- expansive shared lobby featuring The Bistro and our interactive information GoBoard®, a unique feature in Kansas City hotels.
- large segregated Residence Inn breakfast area.

Within walking distance of the Kansas City Convention Center, Power & Light District, Sprint Center and Kauffman Center for the Performing Arts. The only hotel located on the Kansas City Streetcar line.

Hilton Garden Inn/Homewood Suites Charlotte

- Premium Dual Branded development opened Sept. 2017 in the high-end SouthPark submarket.
- Winner of Hilton Dual Brand Development of the Year.
- Hilton Garden Inn (150 rooms)
- Homewood Suites (120 rooms)
- Total room count of 270 rooms
- close proximity to many corporate offices and high end retail at Sharon Corners Shopping Center, Phillips Place and SouthPark Mall.
- Former location of 40-unit Old Towne Apartments, built by Tate and Crosland in 1960s.
- Nearby 1998 built Hampton Inn South Park is consistently one of the highest in occupancy in the Hampton system.

Hampton Inn & Suites Berry Farms / Franklin, TN

- 124 key distinctive brick-built Hampton Inn & Suites in the heart of fast growing Williamson County, TN.
- Opened November 2017.
- located in the southern gateway of Franklin, TN off I-65 in the mixed-use Berry Farms master development within walking distance to corporate offices, restaurants, shopping and entertainment.
- Master developed by Boyle Investment Company, the Town Center at Berry Farms contains 585,000 SF of Class A Office, 550,000 SF of Retail and 650 Residential Units.
- Future phases of master development will contain up to 3,000,000 sf of office space.
- The leading mid-market hotel brand with more than 2,200 properties worldwide, Hampton by Hilton commands substantial REVPAR premiums.

Opening Fall 2018

Hilton Franklin / Cool Springs, TN

- 244 room full service Hilton
- 6,000 square feet of meeting space.
- "Harth" restaurant, featuring locally sourced American fare.
- upper level Honors lounge with outdoor terrace and views.
- in the Meridian Cool Springs 60-acre mixed-use development, walking distance to Chartwell HQ.
- $60M Project

Opening Late 2018

Hilton and Residence Inn Green Hills / Nashville

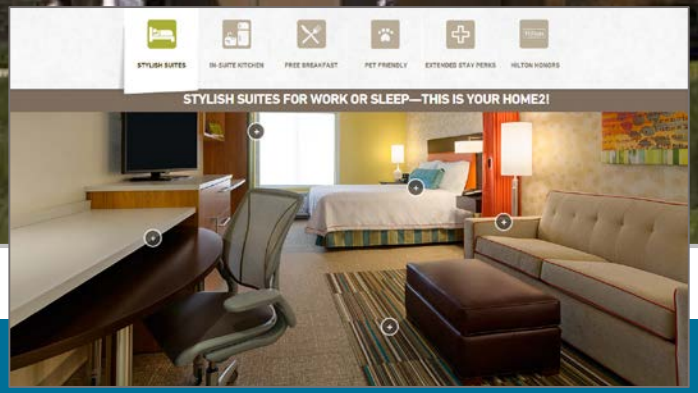
- Residence Inn: 116 rooms, 8 stories
- 30,000 sf high end Office Space overlooking downtown
- 3,500 sf Retail at street level
- 8 parking level with 566 spaces

- 212 room boutique Hilton
- Rooftop skybar and pool / spectacular views
- 6,000 square feet of meeting space.
- "Harth" restaurant, featuring locally sourced American fare.
- $107.5M total project in dynamic Nashville submarket.

Opening Q2 2019

Home2 Suites by Hilton World Arena, Colorado Springs, CO

- 120-key Home2 Suites by Hilton; Hilton's innovative mid-scale, all-suite extended stay hotel.
- Located in southwest Colorado Springs, 3/4 mile from our existing strong performing Hampton Inn & Suites.
- Broadmoor World Arena, Colorado World Arena Ice Hall, USA Hockey, and National Strength and Conditioning Association (NSCA) are less than one mile south of the site.
- Substantial unaccommodated extended stay demand in the market.
- $18.3M project cost; $152K per key.



Opening Fall 2019

SpringHill Suites by Marriott Franklin / Cool Springs, TN

- 150 key SpringHill Suites by Marriott
- 3,000 sf meeting space and active bar/restaurant.
- Part of 45-acre mixed use Northside at McEwen development across the street from Whole Foods anchored high end retail center.
- Northside at McEwen will also include 750,000 square feet of Class A office, 99,600 square feet of restaurants/retail and 580 residential units.
- SpringHill Suites by Marriott is the largest all-suites style hotel brand, offering spacious suites with separate living and sleeping areas.
- $33M development cost; $220K per key.

Opening Fall 2019

Hampton Inn & Suites

Capitol View / Nashville

- 168 room / 10 story project in the North Gulch/downtown Nashville.
- between the newly constructed HCA global headquarters and LifeWay building.
- In 32-acre urban district that includes 1.1M SF office space, 130,000 SF retail/restaurants, 600 upscale multi-family apartment units, an urban activity park and community space, and jogging and bike trails.
- 4,000 square feet of meeting space.
- Roof top bar and pool.
- Joint Venture with Rockbridge (owner of HGI downtown).
- $45M Project

Opening 2020

Hilton Atlanta / Alpharetta, GA

- 249 room Hilton with 6,500 sf of meeting space.
- in 48-acre development in high growth Windward/Alpharetta submarket of Atlanta.
- Alpharetta, nicknamed “Silicon Valley of the South” is one of the fastest growing U.S. cities.
- $63M project.

Opening 2020

Marriott and Residence Inn JFK Airport

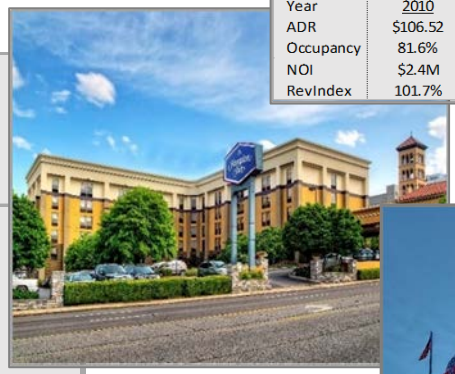
Hampton Inn & Suites / Home 2 Suites by Hilton
Brentwood, TN

Hampton Inn West End/Nashville and Hampton Inn& Suites Vanderbilt/Elliston Place

169 key Hampton Inn, opened 1986
157 key Hampton Inn & Suites, opened 1996
Purchased by Chartwell in December 2010

Renovations included:

- expansion of lobby, breakfast areas, fitness center, business center and employee areas.
- completed and enhanced rooms renovation.
- redesigned exteriors: landscaping, aesthetics, building paint
- resurfaced pool and deck, replaced and upgraded pool furniture.
- HVAC Upgrade



	Before	After
Year	2010	2013
ADR	$106.52	$154.37
Occupancy	81.6%	84.9%
NOI	$2.4M	$4.0M
RevIndex	101.7%	106.4%

	Before	After
Year	2010	2013
ADR	$119.84	$156.15
Occupancy	79.9%	84.5%
NOI	$2.4M	$3.7M
RevIndex	107.7%	108.1%

INVESTMENT HIGHLIGHTS

- Under-managed hotels purchased in 2010 for $36.5M in off–market deal.
- $6M combined renovation with immediate impact.
- Revenues grew from $11M to $18M.
- Sold in 2014 for combined price of $76.8M; $34M gain.

Hilton New York / JFK Airport

356 keys, built as a Holiday Inn in 1986 and purchased out of bankruptcy by a New York hotel developer in 2007.

Chartwell took over operations in 2011, renovated and converted to Hilton with a $20 million preferred equity investment.

2011 comprehensive renovation included guest and meeting room redo, window replacements, a lobby/restaurant/bar redesign, pool area, and elevator and HVAC upgrades.

Hotel was refinanced in 2013, returning initial capital plus high teens IRR.

Site was reconfigured to consolidate parking and then subdivided to create two valuable development parcels.

	Before	After
Year	2010	2013
ADR	$115.48	$171.12
Occupancy	65.2%	93.0%
NOI	$0.6M	$8.1M
RevIndex	74.4%	116.5%

INVESTMENT HIGHLIGHTS

- Management change, up-brand and renovation.
- Went from worst to first in market.
- 2013 $67M refi returned capital plus 18% return.
- Site subdivided to create tax abated development parcel; valued at $35M.

Hilton New York/JFK

Chartwell Strengths

- We strive to create an environment where all associates are valued and respected, where doing it the “right way” takes precedence over doing it the “easy way.”
- Our growth is built on honest business practices, a strong commitment to our associates, progressive sales practices and a dedication to providing well maintained hotels.
- Commitment to high quality and excellence.
- Straightforward “hands-on” approach.
- Attention to Detail.
- Trusted Brand Relations.
- Development and Operating Experience and Expertise.
- Award Winning Operator/Developer.

RECENT AWARDS AND RECOGNITION

- **Lifetime Achievement Award from Hilton Worldwide 2015**
  - Given to Founder and President, Rob Schaedle
- **Hilton Dual Brand Developer - 2016**
  - HGI/Homewood Suites, Charlotte, NC
- **Hilton "Outstanding" Quality Assurance March 31, 2016**
  - Hampton Inn Brentwood – Opened in 1985, the third oldest in the Hampton System
- **Apple REIT Management Company of the Year - 2015**
  - Number 1 out of 19 Management Companies
- **Apple REIT Best New Management Company of the Year - 2014**
- **Hilton Garden Inn Developer of the Year - 2014**
  - HGI Downtown Convention Center

MORE AWARDS

Hilton Circle of Excellence: Top 10% of Hampton Hotels Recognized for High Rankings in Accommodations, Service and Quality

Hampton Inn & Suites Estero, FL - 2008, 2009, 2012 & 2013
Hampton Inn, Titusville FL - 2006 & 2008
Hampton Inn & Suites, Naples FL - 2006 & 2007

Hilton Light House Award: Top 5% of Hampton Hotels Recognized for High Rankings in Accommodations, Service and Quality

Hampton Inn & Suites Estero, FL - 2008, 2009, 2010 & 2011

Marriott Gold Circle Award: Awarded to the Top 10% of the Brand

2014 Residence Inn Franklin, TN - 79.6% - Ranked #34 out of 647
2014 Courtyard by Marriott Franklin, TN - 69.9% - Ranked #81 out of 907
2013 Residence Inn Franklin, TN - 92.7% - Ranked #47 out of 645
2013 Courtyard by Franklin, TN - 88.5% - Ranked #67 out of 853

Marriott Silver Award: Awarded to the Top 20% of the Brand in Overall Guest Satisfaction Scores

2013 Fairfield Inn & Suites Naples, FL

CHARTWELL
HOSPITALITY

CONTRACT 2013- 0041

ADDENDUM TO CONFERENCE CENTER OPERATING AGREEMENT

THIS ADDENDUM TO CONFERENCE CENTER OPERATING AGREEMENT (the "Addendum") made and entered into this 26th day of February, 2013 by and among FRANKLIN REALCO, LLC ("Operator") and CITY OF FRANKLIN, TENNESSEE and WILLIAMSON COUNTY, TENNESSEE, each a political subdivision (collectively, "Owner");

W I T N E S S E T H:

WHEREAS, on October 15, 1997, the Owner and Stormont Trice Management Corporation entered into a certain Conference Center Operating Agreement (the "Agreement") for the management of a conference center known as The Conference Center at Cool Springs located in Franklin, Tennessee the Operator is successor-in-interest under the Agreement (by assignment) to Noble Investments-Cool Springs, LLC, the successor-in-interest under the Agreement (by assignment) to Crestline Hotels and Resorts, Inc., the successor-in-interest under the Agreement (by assignment) to Stormont Trice Management Company; and

WHEREAS, the Owner and Operator desire to enter into a written instrument to extend the Operating Term of the Agreement.

NOW THEREFORE, for and in consideration of the mutual promises of the parties hereto and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Owner and Operator agree that the Operating Term of the Agreement is extended to continue to October 15, 2027, subject to early termination as provided for in Section 3.2 of the Agreement.

2. Capitalized terms used herein but not defined have the same meanings as ascribed to them in the Agreement.

3. Owner and Operator agree that either party has the option to review the terms of the agreement at the staff level at the end of year five and year ten of the Agreement extension.

IN WITNESS WHEROF, the parties hereto have executed this Addendum as of the day and year set forth above.

OPERATOR:

FRANKLIN REALCO, LLC, a Delaware limited liability company

By: _____
Name: Matt Rafke
Title: VP

OWNER:

CITY OF FRANKLIN, TENNESSEE

By: _____
Name: Dr. Ken Moore
Title: Mayor

Attest: _____
Name: Eric S. Stuckey
Title: City Administrator

WILLIAMSON COUNTY

By: Rogers C. Anderson 5/29/13
Name: Rogers C. Anderson
Title: County Mayor

CONFERENCE CENTER OPERATING AGREEMENT

for

THE CONFERENCE CENTER
at
COOL SPRINGS

---

between

CITY OF FRANKLIN, TENNESSEE
and
WILLIAMSON COUNTY,

collectively, Owner

and

STORMONT TRICE MANAGEMENT CORPORATION,

Operator

October 15, 1997

TABLE OF CONTENTS

PAGE

ARTICLE 1 DEFINITIONS, TERMS AND REFERENCES 2

1.1 Definitions 2
1.2 Terminology 6
1.3 Exhibits, Addenda and Riders 6

ARTICLE 2 ENGAGEMENT OF OPERATOR 6

2.1 Operation of Conference Center 6
2.2 Employees of the Conference Center 7
2.3 Limitations on Authority 8
2.4 Name 8
2.5 Operation at Owner's Expense 8
2.6 Standards of Operation 9
2.7 Catering Services to Conference Center 9

ARTICLE 3 OPERATING TERM; EXTENSION; TERMINATION 9

3.1 Operating Term 9
3.2 Termination 9
3.3 Transition Procedures 10

ARTICLE 4 BUDGETARY, PLANNING AND ACCOUNTING PROCESSES 10

4.1 Annual Operating Projection 10
4.2 Approval 11
4.3 Books and Records 11
4.4 Accounting 11
4.5 Sales and Marketing Plans 12

ARTICLE 5 REVENUES AND EXPENSES 12

5.1 Agency Account 12
5.2 Operator's Fee 12
5.3 Working Capital 13
5.4. CEP Reserve 13

5.5 Remittance to Owner 14
5.6 Annual Adjustments 14
5.7 Investments 14

ARTICLE 6 USE OF CEP RESERVE 15

6.1 Replacement of Furniture and Equipment 15
6.2 Certain Non-Routine Repairs and Maintenance 15
6.3 Alterations, Additions and Improvements 15
6.4 Minor Structural Repairs and Improvements 15
6.5 Ordinary and Non-Structural Repairs and Maintenance 15
6.6 Public Bidding for Goods and Services 15

ARTICLE 7 OWNER'S CAPITAL OBLIGATIONS 16

ARTICLE 8 INSURANCE 16

8.1 Owner's Insurance 16
8.2 Operator's Insurance 16
8.3 Form of Policies 17
8.4. Insurance Proceeds 18
8.5 Certificates 18

ARTICLE 9 TAXES AND UTILITIES 18

9.1 Taxes 18
9.2 Utilities 18

ARTICLE 10 DAMAGE OR DESTRUCTION; CONDEMNATION 19

10.1 Damage or Destruction 19
10.2 Condemnation 19

ARTICLE 11 EVENTS OF DEFAULT; REMEDIES 19

11.1 Non-Payment 19
11.2 Other Covenants 19
11.3 Breach of Warranty 20
11.4 Bankruptcy 20

ARTICLE 12 TRANSFER RESTRICTIONS 21

12.1 Assignment by Operator 21

ARTICLE 13 MISCELLANEOUS 21

13.1 Further Assurances 21
13.2 Waiver 21
13.3 Successors and Assigns 21
13.4 Governing Law 22
13.5 Amendments 22
13.6 Estoppel Certificates 22
13.7 Inspection Rights 22
13.8 Effect of Approval of Plans and Specifications, Budgets and Financing 22
13.9 Owner Indemnification 22
13.10 Operator's Indemnification 22
13.11 Indemnification Procedure 23
13.12 Partial Invalidity 23
13.13 No Representation 23
13.14 Relationship 23
13.15 Entire Agreement 23
13.15 Time of the Essence; Force Majeure 24
13.17 Interpretation 24
13.18 Counterparts 24
13.19 Consent and Approval 24
13.20 Notices 24
13.21 Liability of Owner 26

ARTICLE 14 REPRESENTATIONS AND WARRANTIES 26

14.1 Representations and Warranties of Owner 26
14.2 Representations and Warranties of Operator 26
14.3 Conditions Subsequent 27

CONFERENCE CENTER OPERATING AGREEMENT

(The Conference Center at Cool Springs)

This Conference Center Operating Agreement is made as of the 15th day of October, 1997, between the **CITY OF FRANKLIN, TENNESSEE**, a corporate body politic and political subdivision of the State of Tennessee, and **WILLIAMSON COUNTY**, a corporate body politic and political subdivision of the State of Tennessee, collectively, as Owner, and **STORMONT TRICE MANAGEMENT CORPORATION**, a Georgia corporation, as Operator.

W I T N E S S E T H:

WHEREAS, Owner is or will become the owner of the Premises; and

WHEREAS, Owner seeks to develop a hotel and conference center on or about the Premises to attract conventioneers, business travelers, tourists, vacationers and other visitors to, and promote the economic development of, the City of Franklin and Williamson County; and

WHEREAS, development of such hotel and conference center will serve a public purpose by providing a substantial public benefit and positive economic development for the City of Franklin and Williamson County, including, without limitation, enhancing the standing of the City of Franklin and Williamson County in the state and regional conference and meetings market, capturing additional meetings and conventions for the City of Franklin and Williamson County, increasing business for other hotels and motels due to positive latent demand providing an increase in hotel and visitor-related sales, generating significant additional dollars and revenue for the City of Franklin and Williamson County, creating new jobs for the citizenry of the City of Franklin and Williamson County, and providing meeting space for residents and groups in the municipalities;

WHEREAS, Owner desires to broaden and modernize the convention-serving potential of the City of Franklin and Williamson County through the development of a hotel and conference center; and

WHEREAS, Operator is experienced in the management and operation of hotels and conference centers, directly or through affiliated entities; and

WHEREAS, Operator has been selected by Owner through a publicly-advertised, competitive selection process to manage and operate the new conference center; and

WHEREAS, Owner desires to have the new conference center managed and operated by Operator for the Owner in accordance with the terms and conditions and subject to the limitations contained in this Agreement.

NOW, THEREFORE, Owner and Operator covenant and agree as follows:

ARTICLE 1
DEFINITIONS, TERMS AND REFERENCES

1.1 Definitions. In this Agreement and any exhibits, addenda or riders hereto, the following terms shall have the following meanings:

Accounting Period shall mean a four (4)-week accounting period having the same beginning and ending dates as one of Operator's four (4)-week accounting periods, except that an Accounting Period may contain five (5) weeks when necessary to conform Operator's accounting system to the calendar.

Affiliate shall mean any entity owned or controlled by a party, owning or controlling a party or under common ownership and controlled with a party, with "control" meaning fifty percent (50%) or more ownership of voting interests.

Agency Account shall mean a special account or accounts, bearing the name of the Conference Center, established by Operator in a bank or trust company selected by Operator and Approved by Owner. Operator agrees that funds in the Agency Account will be deposited with a bank that participates in the State of Tennessee "collateral pool," pursuant to T.C.A. §6-56-110 and 9-4-104, and further to notify any bank into which funds are deposited that all funds are municipal funds. Operator shall cause such funds to be secured by collateral having a value of not less than one hundred five percent (105%) of the amount of such funds.

Agreement shall mean this Conference Center Operating Agreement, as it may be amended, modified or supplemented from time to time.

Annual Operating Projections shall mean schedules containing the annual operating projections for the Conference Center and certain other matters prepared and submitted by Operator to Owner pursuant to Section 4.1.

Approval or Approved shall mean prior written approval.

CEP Reserve shall mean an account established by Operator in a bank or trust company selected by Operator for the purposes set forth in Article 6. Operator agrees that funds in the CEP Reserve will be deposited with a bank that participates in the State of Tennessee "collateral pool," pursuant to T.C.A. §6-56-110 and 9-4-104, and further to notify any bank into

which funds are deposited that all funds are municipal funds. Operator shall cause such funds to be secured by collateral having a value of not less than one hundred five percent (105%) of the amount of such funds.

Commencement Date shall mean the first day on which Operator commences daily management duties for the Conference Center.

Conference Center means the planned meeting space complex to be developed on the Premises which shall include, without limitation, approximately 55,000 gross square feet of space, including a grand ballroom, meeting rooms, support pre-function and circulation areas and supporting back-of-house areas and related furniture, fixtures, operating supplies and equipment.

Consumer Price Index shall mean the "Revised Consumer Price Index for Urban Wage Earners and Clerical Workers, All items, U.S. Cities Average (1982-1984=100)" published by the United States Bureau of Labor Statistics, or any revisions or replacement thereto subsequently published with any necessary adjustments.

Development Agreement shall mean that certain Development Agreement, dated _____ ___, 1997, by and between Owner and Stormont Trice Development Corporation, a Georgia corporation, concerning the development and construction of the Conference Center.

Event of Default shall mean any of the events described in Article 11.

Fiscal Year shall mean Operator's fiscal year, which now ends at midnight on June 30 in any given calendar year; the new Fiscal Year begins on July 1 in any given calendar year. A partial Fiscal Year between the Commencement Date and the first full Fiscal Year, and between the end of the last full Fiscal Year and the termination of this Agreement shall, for purposes of this Agreement, constitute separate Fiscal Years. If Operator's fiscal year is changed in the future, then the Fiscal Year under this Agreement shall be changed in the same manner, and Operator and Owner shall make appropriate modifications in the reporting and accounting procedures contained in this Agreement; provided, however, that no such change or adjustment shall alter the Operating Term, reduce the amounts of payments due Owner or Operator hereunder or alter the rights of Owner or Operator under this Agreement.

Fixed Asset Supplies shall mean supply items which constitute "Fixed Assets" under the Uniform System, including china, glassware, silverware, miscellaneous serving equipment, linen, towels, uniforms and similar items.

Franchise Agreement shall mean the franchise agreement, dated _____ ___, 199_, by and between a hotel franchisor, as "Franchisor" therein, and the owner or operator of the Hotel, as "Franchisee" therein, together with any amendments, modifications, supplements, restatements thereof or thereto, and any replacement or successor franchise agreements pertaining to the Hotel having the owner or operator thereof as the Franchisee therein.

Franchisor shall mean the "franchisor" under the Franchise Agreement, its successors, legal representatives and assigns, together with any subsequent grantors of a franchise under a successor Franchise Agreement. Owner and Operator mutually acknowledge that Marriott International, Inc. has expressed an interest in granting a franchise with respect to the Hotel, and that Marriott International, Inc. is the preferred Franchisor. Any Franchisor, other than Marriott International, Inc., shall be subject to the approval of Owner, which approval shall not be unreasonably withheld or conditioned.

Furniture and Equipment shall mean all furniture, furnishings, wall coverings, fixtures and hotel equipment and systems located at, or used in connection with the Conference Center, together with all replacements therefor and additions thereto, including, without limitation, (i) any and all equipment and systems required for the operation of kitchens, bars, laundry and dry cleaning facilities, (ii) office equipment, (iii) material handling equipment, cleaning and engineering equipment, (iv) telephone and computerized accounting systems and (v) any and all vehicles.

Gross Revenues shall mean all revenues, receipts and income of any kind derived directly or indirectly from or in connection with the Conference Center (including rentals or other payments from licensees or concessionaires), whether on a cash basis or credit, paid or collected, determined in accordance with generally accepted accounting principles and the Uniform System, excluding, however: (i) funds furnished by Owner or Operator, (ii) federal, state and municipal excise, sales and use taxes collected directly from patrons and guests or as part of the sales price of any foods, services or displays, such as gross receipts, admissions, cabaret or similar or equivalent taxes and paid over to federal, state or municipal governments, (iii) gratuities, and (iv) proceeds of insurance and condemnation.

Hotel shall mean the full-service hotel, having approximately three hundred (300) rooms to be developed by Developer on or about land adjacent to the Premises, to include guestrooms and suites, appropriate support facilities such as a restaurant(s), a lounge(s) or bar(s), supporting back-of-the-house areas, food preparation facilities, together with such other amenities and features characteristic of a full-service hotel.

Inventories shall mean "Inventories of Merchandise" and "Inventories of Supplies" as defined in the Uniform System, such as soap, toilet paper, stationery, writing pens, food and beverage inventories, paper products, menus, expendable office and kitchen supplies, fuel, expenses supplies and similar items.

Net Cash Flow shall mean the positive or negative difference, if any, between Gross Revenues for any calendar month and Operating Expenses, transfers to the CEP Reserve, Operator's Incentive Fee (as defined in the Fee and CEP Reserve Addendum) for such calendar month.

Operator shall mean Stormont Trice Management Corporation, a Georgia corporation.

Operator's Fee shall have the meaning ascribed to such term in Section 5.2.

Operating Expenses shall mean any and all expenses reasonably incurred by Operator in the operation and maintenance of the Conference Center including, without limitation, salaries and employee expense and taxes (including reasonable salaries, wages, bonuses and other compensation of all employees of the Conference Center and their social benefits which shall include, but not be limited to, life, medical and disability insurance and retirement benefits); expenditures for ordinary and non-structural repairs and maintenance necessary to maintain the Conference Center in good operating condition; expenditures for operational supplies, utilities, insurance, governmental fees and assessments, food, beverages, laundry service; the cost of inventories and fixed asset supplies, license fees; expenditures for advertising, marketing, reservation systems, federal, state and municipal excise, sales and use taxes, except those collected directly from guests and patrons or as part of the sales price of any goods, services or displays, such as gross receipts, admissions, cabaret or similar or equivalent taxes and paid over to federal, state or municipal governments; amounts paid into any capital, furniture, fixture, equipment or other reserve; management fees paid to the Operator and catering management fee to Operator; the cost of insurance; and rentals paid for furniture and equipment; (excluding, however, (i) capital expenditures by Owner, (ii) amortization expense and (iii) depreciation expense); all determined in accordance with sound accounting principles and the Uniform System. No part of Operator's central office overhead or general or administrative expense (as opposed to that of the Conference Center) shall be deemed to be a part of Operating Expenses. Out-of-pocket expenses of Operator incurred for the account of or in connection with the Conference Center operations, including reasonable travel expenses of employees, officers and other representatives and consultants of Operator and its affiliates, shall be deemed to be a part of Operating Expenses. Owner and Operator acknowledge and agree that expenses incurred for advertising, sales and marketing for the Hotel and the Conference Center, as an integrated project, shall be allocated equally between the Hotel and the Conference Center. In addition, general and administrative expenses for the Hotel and the Conference Center, considered as an integrated project, shall be prorated based upon Gross Revenues generated for each of the Hotel and the Conference Center.

Operating Term shall mean the term of this Agreement as established under Section 3.1.

Owner shall mean the City of Franklin, Tennessee, a corporate body politic and political subdivision of the State of Tennessee and Williamson County, a corporate body politic and political subdivision of the State of Tennessee, and their interests may appear.

Premises shall mean the tracts or parcels of land upon which the Conference Center will be located, as described on Exhibit "A" attached hereto, together with all rights, privileges, members, licenses and easements appurtenant to such tracts or parcels.

Reserve Addendum shall mean the Reserve Addendum attached hereto and by this reference made a part hereof.

Uniform System shall mean the Uniform System of Accounts for the Lodging Industry (9th Revised Edition, 1996) as published by the American Hotel/Motel Association, as the same may hereafter be revised.

Working Capital shall mean funds reasonably necessary, or anticipated to be necessary, for the day-to-day operation of the Conference Center's business, including, without limitation, amounts sufficient for the maintenance of change and petty cash funds, operating bank accounts, payrolls, accounts payable, accrued current liabilities, and funds required to maintain Inventories.

1.2 Terminology. All personal pronouns used in this Agreement, whether used in the masculine, feminine or neuter gender, shall include all genders; the singular shall include the plural, and the plural shall include the singular. The Table of Contents, and titles of Articles, Sections, Subsections and Paragraphs in this Agreement are for convenience only and neither limit nor amplify the provisions of this Agreement, and all references in this Agreement to Articles, Sections, Subsections, paragraphs, clauses, subclauses, exhibits, addenda or riders shall refer to the corresponding Article, Section, Subsection, paragraph, clause or subclause of, or exhibit, addendum or order attached to this Agreement, unless specific reference is made to the articles, sections or other subdivisions of, or exhibits, addenda or riders to, another document or instrument.

1.3 Exhibits, Addenda and Riders. All exhibits, addenda and riders attached hereto are by reference made a part hereof.

ARTICLE 2
ENGAGEMENT OF OPERATOR

2.1 Operation of Conference Center. Owner hereby authorizes and engages Operator to act as the exclusive operator and manager of the Conference Center during the Operating Term, with exclusive responsibility and complete and full control and discretion in the operation, direction, management and supervision of the Conference Center, subject only to the limitations expressed herein, and Operator hereby accepts such engagement subject to the terms and conditions expressed in this Agreement and agrees to perform in a commercially reasonable manner. The authority of Operator shall include the use of the Conference Center for public purposes, and without limiting the generality of the foregoing, Operator is hereby authorized, and

shall be obligated, to (subject to compliance with the then effective Annual Operating Projection):

(a) Subject to U.S. Internal Revenue Service requirements, determine all terms for admittance and charges for rooms, facilities, commercial space, if any, and other amenities and services provided at or with respect to the Conference Center;

(b) Determine all credit policies with respect to the operation of the Conference Center, including entering into policies and agreements with credit card organizations;

(c) Establish entertainment and amusement policies (including pricing) with respect to the Conference Center;

(d) Establish catering and food and beverage policies (including pricing) with respect to the Conference Center;

(e) Determine all labor policies, including wages and salary rates and terms, fringe benefits, pension, retirement, bonus and employee benefit plans, collective bargaining agreements and the hiring or discharge of all employees, with respect to the Conference Center;

(f) Arrange for utility, telephone, extermination, detective agency protection, trash removal and other services for the operation of the Conference Center;

(g) Establish all advertising, public relations and promotional policies with respect to the Conference Center, including the exclusive control over all paid advertising, press releases and conferences and complimentary policies;

(h) Purchase all Inventories and all necessary or desirable additions to and replacements of Fixed Asset Supplies, Furniture and Equipment and such other services and merchandise as are necessary for the proper operation of the Conference Center;

(i) Enter into such concession agreements and other undertakings as Operator shall from time to time consider appropriate for the operation of the Conference Center;

(j) Hire such persons or organizations as Operator may deem necessary to provide advice with respect to Operator's performance hereunder, including attorneys, accountants and other professionals and specialists;

(k) Cause all needed repairs and maintenance to be made to the Conference Center and cause all such other things to be done in or about the Conference Center as shall be necessary to comply with all requirements of governmental authority, boards of fire underwriters and other bodies exercising similar functions;

(l) Establish and maintain a security plan for the Conference Center; and

(m) Institute and defend such proceedings at law or in equity in the name of Operator, utilizing counsel selected by Operator, which Operator shall deem reasonably necessary or proper in connection with the routine operation of the Conference Center, including the institution of dispossessory, eviction and trespass suits and proceedings for the collection of rents and other amounts due for services rendered, property let or merchandise sold.

2.2 Employees of the Conference Center. Operator shall have the sole right to select, appoint and supervise such personnel as Operator may deem necessary or desirable for the proper operation, maintenance and security of the Conference Center, and all personnel of the Conference Center shall be employees of Operator and the terms of their employment and all hiring and firing thereof shall be at the sole discretion of Operator.

2.3 Limitations on Authority. Operator shall not, without Owner's Approval:

(a) Enter into any lease, license or concession agreement for conference facilities, office space or tenant or lobby space at the Conference Center unless the term is one (1) year or less; or

(b) Purchase goods, supplies and services from itself or an Affiliate unless the prices and terms thereof are competitive with those obtainable from unrelated vendors or are the subject of competitive bidding.

2.4 Name. During the term of this Agreement, the Conference Center shall at all times be known and designated by such name as from time to time may be Approved by Owner and Operator. Operator shall make or cause to be made any fictitious name filings or disclosures required by the laws of the State of Tennessee with respect to the use of such name for or in connection with the Conference Center.

2.5 Operation at Owner's Expense. All expenses incurred by Operator in performing its duties hereunder shall be borne by Owner. To the extent the funds necessary therefor are not generated by the operation of the Conference Center, they shall be supplied by Owner to Operator. Operator shall in no event be required to advance any of its own funds for the operation of the Conference Center, nor to incur any liability in connection therewith unless Owner shall have furnished Operator with funds necessary for the discharge thereof. If Operator shall at its sole option at any time advance any funds in payment of Operating Expenses or any other expenditure, which Operator shall have the right but not the obligation to do, Owner shall repay Operator immediately the amount thereof on demand, with interest at 2% over the prime rate of interest in effect from time to time as announced by Wachovia Bank of Georgia, N.A., or any successor thereto or other major national bank described by Operator if such bank ceases to announce a prime rate. Any amounts thus advanced and expended by Operator shall be Operating Expenses, but the amounts paid by Owner in reimbursement to Operator shall not.

2.6 Standards of Operation. Operator agrees that the Conference Center shall at all times maintain the quality required by the Franchisor and that attendant to a first-class conference centers with respect to the type, quality and service of food and beverages; employee appearance, training and supervision; quality of silverware, tableware and glassware; and quality of maintenance and repair. Operator agrees to conduct the management and operation of the Conference Center at all times with good faith, integrity and in a manner that is in the best interest of the Conference Center and consistent with the terms of this Agreement.

2.7 Catering Services to Conference Center. Any and all catering services required for functions conducted within the Conference Center shall be provided pursuant to the terms, conditions and provisions of that certain Catering Agreement for the Conference Center at Cool Springs, of even date herewith, by and between Owner and Stormont Trice Corporation, a Georgia corporation, its successors and assigns.

ARTICLE 3
OPERATING TERM; EXTENSION; TERMINATION

3.1 Operating Term. The Operating Term shall commence on the Commencement Date and shall continue thereafter for a period of fifteen (15) years, subject to early termination as provided in Section 3.2 hereof (such term being herein referred to as the "Operating Term").

3.2 Termination. This Agreement may be terminated prior to the expiration of the then effective Operating Term upon the occurrence of one or more of the following events:

(a) Upon any Event of Default, at the option of the non-defaulting party exercised by written notice to the defaulting party prior to the cure of such Event of Default.

(b) At the option of Operator exercised by written notice to Owner in the event of any suspension for a period in excess of ninety (90) days or withdrawal or revocation of any material governmental license or permit required for Operator's performance under this Agreement or the operation of the Conference Center (or any portion thereof) in accordance with the terms hereof, but only if such suspension, withdrawal or revocation is due to circumstances beyond Operator's reasonable control.

(c) Upon (i) any damage to or destruction of all or any part of the Conference Center or the means of vehicular access thereto by fire, casualty or other cause or any condemnation or other taking of all or any part of the Conference Center and (ii) which is not required to be repaired or restored by Owner pursuant to Article 10, at the option of either Owner or Operator by written notice to the other given within sixty (60) days of the date of such damage or destruction or condemnation or other taking; provided, however, that no termination by Owner shall be effective (and if previously given, may be nullified at the election of Operator) if Owner, at any time within one (1) year after the occurrence of such damage or destruction or

condemnation or other taking has commenced to restore or repair the Conference Center for use as a first-class conference center with facilities comparable to those damaged or destroyed, even if substantial changes are made to the physical structure of same. It is understood that the failure of Owner to repair or restore when required to do so under Article 10 may become an Event of Default, also allowing for the termination thereof.

3.3 Transition Procedures. Upon the expiration or termination of the Operating Term, for whatever reason, Owner and Operator shall do the following (and the provisions of this Section 3.3 shall survive the expiration or termination of this Agreement until they have been fully performed).

3.3.1. Licenses. Operator shall execute all documents and instruments necessary to transfer (if transferable) to Owner or its nominee all governmental permits and licenses held by Operator necessary to operate the Conference Center.

3.3.2 Leases and Concessions. Operator shall assign to Owner or its nominee, and Owner and its nominee, if any, shall assume, all leases and concession agreements in effect with respect to the Conference Center then in Operator's, rather than Owner's, name, except for blanket concessions affecting other facilities operated by Operator or its Affiliates.

3.3.3 Books and Records. All books and records for the Conference Center kept by Operator pursuant to Section 4.3 shall be turned over to Owner so as to insure the orderly continuance of the operation of the Conference Center, but such books and records shall thereafter be available to Operator at all reasonable times for inspection, audit, examination and transcription for a period of seven (7) years and Operator may retain any copies or computer records thereof which it desires.

3.3.4 Remittance. Operator shall remit to Owner from the Agency Account and the CEP Reserve all funds remaining, if any, after payment of all accrued Operating Expenses, Fees and other amounts due Operator.

ARTICLE 4
BUDGETARY, PLANNING AND ACCOUNTING PROCESSES

4.1 Annual Operating Projection. Not later than sixty (60) days prior to the commencement of each Fiscal Year, Operator shall submit the Annual Operating Projection to Owner for Owner's Approval. The Annual Operating Projection shall contain the following:

(a) Operator's reasonable estimate of Gross Revenues and Operating Expenses for the forthcoming Fiscal Year, as the same may be revised or replaced from time to time by Operator, together with the assumptions, in narrative form, forming the basis of such schedules.

(b) An estimate of the amounts to be dedicated to the CEP Reserve and an estimate of all anticipated expenditures to be made from the CEP Reserve during the forthcoming Fiscal Year.

(c) An estimate of any amounts Owner will be required to provide as Working Capital or to expend to meet Owner's financial obligations under Articles 7 and 8 and Section 9.1 hereof.

4.2 Approval. Owner and Operator shall negotiate in good faith prior to the commencement of such Fiscal Year. If unable to agree and until an agreement is reached, the Conference Center shall be operated on the basis of the last Approved Annual Operating Projection, with the following modifications:

4.2.1 Expenses. Total Operating Expenses may be increased, at Operator's option, by an amount equal to the percentage increase, if any, in the Consumer Price Index from the first (1st) day of the preceding Fiscal Year through the last day of the preceding Fiscal Year, with the further right to decrease or eliminate any specific category of Operating Expenses.

4.2.2 CEP Reserve. Operator shall have the right to expend from the CEP Reserve the entire amount to be dedicated thereto during such ensuing Fiscal Year so long as the fundamental character of the Conference Center's structure and Furniture and Equipment are not altered.

4.3 Books and Records. Operator shall keep full and adequate books of account and other records reflecting the results with the Uniform System and generally accepted accounting principles. Except as expressly provided in this Agreement otherwise, such books of account and other records shall reflect allocations of expense as between the Conference Center and the Hotel on a fair and equitable basis, including, without limitation, food and beverage management wages, administrative and general costs, credit card commissions, advertising and sales, and repairs and maintenance. Such books of account and other records shall likewise reflect separate income and expense statements for the Conference Center and the Hotel. The books of account and all other records relating to or reflecting the operation of the Conference Center shall be kept either at the Conference Center or at the Hotel, and shall be available to Owner and its representatives and its auditors or accountants, at all reasonable times for examination, audit, inspection and transcription. All of such books and records pertaining to the Conference Center at all times shall be the property of Owner and shall not be removed from the Conference Center or Operator's offices by Operator without Owner's Approval.

4.4 Accounting. Operator shall deliver to Owner within twenty (20) days after the end of each Accounting Period an interim accounting showing the results of the operation of the Conference Center for such Accounting Period, for the Fiscal Year to date and a computation of Gross Revenues and Operating Expenses. Such interim accounting and the annual accounting referred to below shall: (i) be in form Approved by Owner; (ii) be taken from the books and

records maintained by Operator for the Conference Center in the manner hereinabove specified; (iii) follow the general form set forth in the Uniform System, allowing for deviations which are necessary in order to comply with this Agreement; (iv) separately state the amount of Fees and any other amounts payable or expenses reimbursable to Operator or its Affiliates; and (v) be accompanied by an explanatory report. Within one hundred twenty (120) days after the end of each Fiscal Year, Operator shall deliver to Owner an annual accounting, audited and certified by a nationally recognized firm of certified public accountants (if requested by Owner prior to the end of such Fiscal Year) having conference center accounting experience selected by Operator after Approval by Owner, showing the results of Revenues and Operating Expenses, and any other information necessary to make the computations required hereby or which may be requested by Owner, all for such Fiscal Year. If the Owner does not present objections to the certified statements within one hundred eighty (180) days following receipt of Owner, such certified statements shall be deemed correct and conclusive for all purposes. The cost and expense of such certified statements shall be borne exclusively by Owner. The annual accounting for any Fiscal Year shall be controlling over the interim accountings for such Fiscal Year.

4.5 Sales and Marketing Plans. Not later than sixty (60) days prior to the commencement of each Fiscal Year, Operator shall submit to Owner for its review Operator's Sales and Marketing Plans for the Conference Center during such forthcoming Fiscal Year. Operator shall exercise diligent, commercially reasonable efforts to implement such plans during such year, subject to the availability of sufficient funds to pay the cost thereof.

ARTICLE 5
REVENUES AND EXPENSES

5.1 Agency Account. Gross Revenues and additional funds supplied by Owner for Working Capital or other purposes, exclusive of funds deposited in the CEP Reserve, shall be deposited in the Agency Account. The Agency Account shall be opened and maintained at all times solely by Operator and checks or other documents of withdrawal therefrom shall be signed only by representatives of Operator. Developer agrees that funds in the Agency Account will be deposited with a bank that participates in the State of Tennessee "collateral pool," pursuant to T.C.A. §6-56-110 and 9-4-104, and further to notify any bank into which funds are deposited that all funds are municipal funds. All risk of loss with respect to funds in the Agency Account shall be borne by Owner except if and to the extent caused by Operator's fraud, negligence or willful misconduct.

5.2 Operator's Fee. In consideration of Operator's performance hereunder, Owner shall pay to Operator the Operator's Fee. For purposes of this Agreement, the "Operator's Fee" shall be Fifty Thousand and No/100 Dollars ($50,000.00) per year for the first partial Fiscal Year (prorated based upon the number of days in such partial Fiscal Year) and each full Fiscal Year thereafter. The Operator's Fee shall be increased to One Hundred Twenty-Five Thousand and

No/100 ($125,000.00) commencing with the first Fiscal Year after the Gross Revenues exceed Three Million and No/100 Dollars ($3,000,000.00) for two consecutive Fiscal Years and continuing with such amount for each Fiscal Year thereafter. The Operator's Fee shall escalate on a Fiscal Year basis at a rate equal to the greater of (i) three percent (3.0%) per year or (ii) the Consumer Price Index increase with respect to the prior Fiscal Year. Payment of the Operator's Fee shall be made in thirteen (13) equal installments. Operator is authorized to disburse to itself from the Agency Account the amounts owing as Fees.

5.3 Working Capital. Operator shall be entitled to use all funds in the Agency Account for the payment of Operating Expenses and any and all other costs and taxes incurred in operating the Conference Center as provided in the Annual Operating Projection or as required by law, such as excise, sales and use taxes. In addition, Operator shall be entitled to retain in the Agency Account sufficient Working Capital to service the cash needs of the operation of the Conference Center. If, however, at any time there are insufficient funds in the Agency Account to pay such Operating Expenses or if Operator reasonably foresees that such a deficit will occur (taking into account the withdrawal of funds from the Agency Account which will occur to pay Fees and to fund the CEP Reserve), Owner, (i) within five (5) days after written notice from Operator, (ii) within five (5) days after the effectuation of any requisite governmental appropriation (in the event required funds exceed those set forth in the Annual Operating Projection), or (iii) at the times provided in the Approved Annual Operating Projection, shall pay to Operator for deposit in the Agency Account sufficient Working Capital to pay such deficit and restore sufficient Working Capital in the Agency Account to insure the uninterrupted and efficient operation of the Conference Center for the foreseeable future. Within fifteen (15) days prior to the Commencement Date, Owner shall deposit into the Agency Account the sum of One Hundred Thousand and No/100 Dollars ($100,000.00) as the initial amount of Working Capital for the Conference Center. Anything set forth herein to the contrary notwithstanding, Owner and Operator mutually acknowledge that Owner intends that future governing bodies of the City and the County from time to time, as part of their annual budgeting process, will budget and appropriate, as required at the cost and expense of the City, funds to maintain the Conference Center at a quality level and style that is comparable and consistent with industry and Franchisor standards. It is therefore mutually acknowledged by Owner and Operator that the provision of such funds is subject to appropriation by future legislative bodies of the City and the County.

5.4 CEP Reserve. On or before the twentieth (20th) day of each Accounting Period, Operator shall transfer into the CEP Reserve the percentage of Gross Revenues provided for in the CEP Reserve Addendum for the immediately preceding Accounting Period (or such greater amount as has been Approved in the Annual Operating Projection for the then current Fiscal Year). The proceeds from the sale of Furniture and Equipment no longer needed for the operation of the Conference Center shall also be deposited in the CEP Reserve and credited against the amount required to be deposited thereto. At the end of each Fiscal Year, any amounts remaining in the CEP Reserve shall be carried forward to the next Fiscal Year and shall be in addition to the amount to be reserved in the next Fiscal Year. In the event at any time there are insufficient funds in the reserve for any Fiscal Year, then Owner shall, (i) within five (5) days

after request therefor by Operator or (ii) within five (5) days after the effectuation of any requisite governmental appropriation (in the event acquired funds exceed those set forth in the Annual Operating Projection), provide the additional cash to the Operator to fund the CEP Reserve in such amounts as are provided in the Annual Operating Projection. The CEP Reserve shall be opened and maintained at all times solely by Operator and checks or other documents of withdrawal therefrom shall be signed only by authorized representatives of Operator. All risk of loss with respect to funds in the CEP Reserve shall be borne by Owner, except if and to the extent caused by Operator's fraud, negligence or willful misconduct.

5.5 Remittance to Owner or Operator. Within twenty (20) days following the end of each Accounting Period, Operator shall remit to Owner the positive Net Cash Flow (less Working Capital) earned during the preceding calendar month. Within ten (10) days following the end of the each Accounting Period, Owner shall remit to Operator an amount equal to the negative Net Cash Flow resulting from operations during the preceding calendar month, subject to such time period as may be required with respect to any requisite appropriation of funds.

5.6 Annual Adjustments. At the end of each Fiscal Year following the rendition of the annual certified statement of operations, Owner and Operator shall promptly (and in all events within thirty (30) days after rendition of such statement) make such adjustments as necessary to insure that the proper amounts have been (1) paid as Operator's Fee and (2) deposited in the CEP Reserve.

5.7 Investments. Operator shall be entitled to temporarily invest funds in the Agency Account and the CEP Reserve in any investment permitted by Tennessee law for state or local government funds, with due regard for the cash needs of the Conference Center. Amounts earned as investments from the Agency Account and the CEP Reserve account shall constitute Gross Revenues. Operator may periodically (or in connection with Approval of the Annual Operating Projection) request Approval from Owner of permitted investment mediums for this purpose; except as to investment mediums specifically disapproved in writing by Owner within fifteen (15) days after Operator's request for Approval, all risk of loss from such investments shall be borne by Owner. The foregoing to the contrary notwithstanding, but subject to the provisions of the first sentence of this Section 5.7, Operator shall be entitled to cause funds in the Agency Account and the CEP Reserve to be invested, without the Approval of Owner, in savings accounts, certificates of deposit, United States Treasury obligations, commercial paper, "money market" funds, or investment instruments of equal or lesser risk; provided, however, that the form of any such investment shall be consistent with Operator's need to be able to liquidate any such investment to meet the cash needs of the Conference Center.

ARTICLE 6
USE OF CEP RESERVE

The funds in the CEP Reserve shall be utilized by Operator for purposes approved in the Annual Operating Projection from time to time and for the following purposes:

6.1 Replacement of Furniture and Equipment. Operator shall make such expenditures from the CEP Reserve and substitutions of and replacement or additions to Furniture and Equipment as it may deem necessary.

6.2 Certain Non-Routine Repairs and Maintenance. Operator shall have the right to make expenditures from the CEP Reserve for certain non-routine repairs and maintenance to the Conference Center which are normally capitalized under generally accepted accounting principles such as exterior and interior repainting, resurfacing building walls, floors, roofs and parking areas, and replacing folding walls or the like, but which are not major repairs, alterations, improvements, renewals or replacements to the Conference Center buildings' structure or to its mechanical, electrical, heating, ventilating, air conditioning, plumbing or vertical transportation systems.

6.3 Alterations, Additions and Improvements. Operator shall have the right to make expenditures from the CEP Reserve for such alterations, additions or improvements in or to the Conference Center which are made in the operation of first class conference center, provided, however, no alterations, additions or improvements involving a fundamental change in the character of the Conference Center shall be made without Owner's Approval.

6.4 Minor Structural Repairs and Improvements. Operator shall have the right to make expenditures from the CEP Reserve for structural repairs and minor capital improvements to the Conference Center (exclusive of Furniture and Equipment) in any year in order to maintain the Conference as a first-class conference center.

6.5 Ordinary and Non-Structural Repairs and Maintenance. Operator shall, from time to time, make such expenditures from Gross Revenues or from the CEP Reserve for ordinary and non-structural repairs and maintenance as required by applicable laws and regulations or as it reasonably deems necessary to maintain the Conference Center in good operating condition. If any such repairs or maintenance shall be made necessary by any condition against the occurrence of which Owner has received the guaranty or warranty of the buildings of the Conference Center or of any supplier of labor or materials for the construction of the Conference Center, then Operator may invoke said guarantees or warranties in Owner's or Operator's name and Owner will cooperate with Operator in the enforcement thereof.

6.6 Public Bidding for Goods and Services. To the extent that public advertising and bidding are legally required for the procurement of Furniture and Equipment, the provision of repair and maintenance services, or the provision of services for alterations, additions or

improvements in or to the Conference Center, all is contemplated by this Article 6, Operator shall cause procurement of same through public advertising and bidding processes.

ARTICLE 7
OWNER'S CAPITAL OBLIGATIONS

Subject to the possible limitations contemplated in Section 5.3 hereof, Owner shall from time to time at its sole expense make such alterations, additions, improvements, repairs and replacements in or to the Conference Center as Owner and Operator shall Approve or as may be necessary to comply with any applicable law or regulation, or to maintain the Conference Center as a first- class conference center, and same shall be made with as little hindrance to the operation of the Conference Center as possible. Owner shall use its best efforts to prevent any liens from being filed against the Conference Center which arise from any such work and, if any such liens are filed, shall promptly obtain the release thereof.

ARTICLE 8
INSURANCE

8.1 Owner's Insurance. Throughout the Operating Term, Owner shall insure the Conference Center and all Furniture and Equipment and Fixed Assets Supplies against damage from risks of all nature (including, without limitation, earthquake and flood [with sublimits Approved by Owner and Operator], boiler and machinery insurance, but excluding, at Owner's discretion, damage resulting from war, nuclear energy, and wear and tear) in aggregate amounts which shall be not less than one hundred percent (100%) of the estimated replacement cost thereof (exclusive of foundations and footings). Owner shall carry such other or additional insurance in such amounts and against such risks as Owner shall reasonable deem necessary with respect to the buildings, facilities and contents of the Conference Center. Operator may procure all insurance required of Owner pursuant to this Section 8.1 for the benefit of Owner and all designated insured parties and the terms of all such policies of insurance, shall be Approved by Owner.

8.2 Operator's Insurance. Subject to availability and reasonable premium limitations, Operator shall throughout the Operating Term provide and maintain, with the cost to be charged to Owner as a part of Operating Expenses:

(a) Comprehensive general public liability insurance in amounts satisfactory to Owner and Franchisor, but in any event not less than $50,000,000 for each occurrence, for personal injury and death, and property damage, which shall, among other risks, include coverage against liability arising out of the ownership or operation of motor vehicles, as well as coverage in such amount against all claims brought anywhere in the world arising out of alleged (i) bodily injury, (ii) death, (iii) property damage, (iv) assault or battery, (v) false arrest, detention or

imprisonment of malicious prosecution, (vi) libel, slander, defamation or violation of the right of privacy, (vii) wrongful entry or eviction, or (viii) liquor law or dram shop liability;

(b) Worker's compensation insurance or insurance required by similar employee benefit acts as well as insurance having a minimum per occurrence limit as Operator may deem advisable against all claims which may be brought for personal injury or death of Conference Center employees, but in no event less than amounts prescribed by applicable law;

(c) Fidelity insurance, with reasonable limits and deductibles to be determined by Operator, covering Operator's employees in job classifications normally bonded in other facilities it manages in the United States or otherwise required by law, and/or comprehensive crime insurance to the extent that Operator deems such to be necessary for the Conference Center, and

(d) Business interruption insurance covering loss of income to both Owner and Operator for a minimum period of eighteen (18) months resulting from interruption of business caused by the occurrence of any of the risks insured against under the property damage insurance referred to in Section 8.1.

To the extent any of the foregoing insurance is unavailable or is available at premiums deemed to be unreasonable by Operator, Operator shall consult with Owner regarding alternative means of risk management or premium payment with respect to such insurance.

Owner may require Operator to increase the limits of the above insurance coverage and may require Operator to carry other or additional insurance, but all premiums therefor shall be paid by Owner directly in advance and shall not be included in Operating Expenses. In addition, Owner may procure such additional insurance as Owner deems necessary or appropriate with respect to the Conference Center and the operation thereof, and Operator may procure such additional insurance as is reasonable and customary for insurable risks regarding conference centers comparable to the Conference Center, and the operation thereof.

8.3 Form of Policies. All insurance required by Sections 8.1 and 8.2 shall be in such form and with such companies as shall be reasonable satisfactory to Owner and Operator. Any insurance may be provided under blanket policies of insurance. All property damage insurance maintained by Owner or Operator pursuant to Section 8.1 shall name Owner and Operator as an additional insured, as its interests may appear. All other insurance shall be in the name of Owner and Operator as additional insured parties. If available, all policies of insurance shall provide that (i) the insurance company will have no right of subrogation against Owner, Operator or any of their respective Affiliates or the agents or employees thereof, and (ii) that the proceeds thereof in the event of loss or damage shall be payable notwithstanding any act of negligence or breach of warranty by Owner or Operator which might otherwise result in the forfeiture or non-payment of such insurance proceeds.

8.4 Insurance Proceeds. Owner and Operator shall be required to repair or restore the Conference Center after an insurable casualty, all proceeds of property damage insurance required to be maintained by Owner under Section 8.1 when and if collected shall be deposited in a trust account in a bank or trust company Approved by Operator and Owner, and such insurance proceeds shall be used to the extent necessary for the restoration or reconstruction of the Conference Center and any other improvement or improvements on the Premises, together with replacing any Furniture and Equipment and Fixed Asset Supplies required in the operation of the Conference Center, all such proceeds being pledged and dedicated by the parties for that purpose. Any surplus proceeds remaining after completion of such work and replacement shall, after deducting any amounts then due and payable by Owner to Operator or with respect to the Conference Center as required by this Agreement, be disbursed to Owner.

8.5 Certificates. Certificates of all policies shall be delivered to the party hereunder who is not required to purchase the insurance prior to the Commencement Date and thereafter certificates of renewal shall be so delivered prior to the expiration date of such policies. All such certificates shall specify that the policies to which they relate cannot be cancelled or modified on less than thirty (30) days' prior written notice to such other party.

ARTICLE 9
TAXES AND UTILITIES

9.1 Taxes. To the extent funds are available from Gross Revenues or from Owner, Operator shall pay on behalf of Owner and as an "Operating Expense," prior to delinquency, any and all real estate taxes, all personal property taxes and all betterment assessments, if any, levied against the Conference Center or any of its component parts. Operator shall promptly deliver to Owner all notices of assessments, valuations and similar documents to be filed by Operator or Owner or which are received from taxing authorities by Operator. Notwithstanding the foregoing obligations of Operator, Operator may, at Owner's sole expense, contest the validity or the amount of any such tax or assessment, provided that such contest does not materially jeopardize Operator's or Owner's rights under this Agreement. Owner agrees to cooperate with Operator and execute any documents or pleadings required for such purpose, but Owner shall reimburse Operator any such out-of-pocket costs incurred by Operator in so doing.

9.2 Utilities. Operator shall promptly pay on behalf of Owner and as an "Operating Expense" all fuel, gas, light, power, water, sewage, garbage disposal, telephone and other utility bills currently as they are incurred in connection with the Conference Center from Gross Revenues or Working Capital.

ARTICLE 10
DAMAGE OR DESTRUCTION; CONDEMNATION

10.1 Damage or Destruction. If the Conference Center, or any portion thereof, shall be damaged or destroyed at any time or times during the Operating Term by fire, casualty or any other cause, Owner will, at its own cost and expense and with due diligence, repair, rebuild or replace the same so that after such repairing, rebuilding, or replacing, the Conference Center, shall be substantially the same as prior to such damage or destruction. Owner shall undertake such work within ninety (90) days after the occurrence of such damage or destruction, and shall complete the same diligently. Notwithstanding the foregoing, if the Conference Center or any material portion thereof is damaged or destroyed to such an extent that the cost of repairs or restoration as reasonably estimated by Owner exceeds one-third of the original cost of the Conference Center or such portion, Owner shall have no obligation to repair, rebuild or replace the Conference Center.

10.2 Condemnation. If only a part of the Conference Center shall be taken or condemned in any eminent domain, condemnation, compulsory acquisition or like proceeding by any competent authority, and in the reasonable opinion of Owner, the Conference Center can be altered, restored or repaired so as to make it a satisfactory architectural unit as a hotel of similar type and class as prior to the taking or condemnation, Owner shall so alter, restore and replace if the proceeds of such condemnation will be sufficient to pay for the costs of same. Such work shall be commenced within ninety (90) days after such proceeds become available and shall be diligently pursued to completion; the procedures contained in the Development Agreement shall govern such work to the extent applicable.

ARTICLE 11
EVENTS OF DEFAULT; REMEDIES

The occurrence of any of the following events shall constitute an event of default ("Event of Default") hereunder on the part of the party with respect to whom such event occurs:

11.1 Non-Payment. The failure of either party to pay any sum of money to the other party when due and payable, if such failure is not cured within ten (10) days after written notice specifying such failure is received by the defaulting party from the non- defaulting party.

11.2 Other Covenants. The failure of either party to perform, keep or fulfill any of the other covenants, undertakings or obligations set forth in this Agreement if such failure has or could have a material adverse affect on the operation of the Conference Center or the rights and duties of either party hereto, if such failure is not cured within thirty (30) days after written notice specifying such failure is received by the defaulting party from the non- defaulting party; provided, however, that if such failure is incapable of cure within such period, and the defaulting party commences to cure such default during such period and thereafter prosecutes such cure to

completion with all due diligence, then no Event of Default shall exist unless such failure remains uncured after one hundred twenty (120) days after receipt of such notice.

11.3 Breach of Warranty. Any warranty or representation made herein or in any document executed in connection herewith is breached in any material respect.

11.4 Bankruptcy. The filing by Owner or Operator of a voluntary petition in bankruptcy under Title 11 of the United States Code, or the issuing of an order for relief against Owner or Operator under Title 11 of the United States Code, or the filing by Owner or Operator of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Owner's or Operator's seeking or consenting to or acquiescing in the appointment of any custodian, trustee, receiver, conservator or liquidator of Owner or of all or any substantial part of the Conference Center or of any or all of the rents, issues, profits, revenues or royalties therefor, or the making by Owner or Operator of any general assignment for the benefit of creditors, or Owner's or Operator's failure generally to pay its debts as such debts become due, or Owner's or Operator's giving of notice to any governmental body of insolvency or pending insolvency or suspension of operations; or the entry by a court of competent jurisdiction of an order, judgment or decree approving a petition filed against Owner or Operator seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated an unstayed for an aggregate of ninety (90) days (whether or not consecutive) from the date of entry thereof, or the appointment of any custodian, trustee, receiver, conservator or liquidator of Owner or of all or any substantial part of the Premises or of any of all of the rents, issues, profits, revenues or royalties thereof without the consent or acquiescence of Owner, which appointment shall remain unvacated and unstayed for an aggregate of ninety (90) days (whether of not consecutive).

Upon the occurrence of an Event of Default (in which case the non-defaulting party may also terminate this Agreement as provided in Section 3.2), the non-defaulting party may pursue any and all remedies available to it at law or in equity. In addition, in the event of a failure by a party to perform, keep or fulfill any covenant, undertaking or obligation which would have been an Event of Default but for the lack of materiality (as such concept is stated in Section 11.2) of such default, the non-defaulting party shall have all remedies available at law or in equity except the termination hereof.

ARTICLE 12
TRANSFER RESTRICTIONS

12.1 Assignment by Operator. Except as set forth below, Operator shall not assign its rights or delegate its obligations under this Agreement without the Approval of Owner. Operator shall have the right to assign its rights and delegate its obligations under this Agreement to Stormont Trice Corporation, a Georgia corporation, or to any entity (i) controlled by or under the common control with Stormont Trice Corporation or Operator and through which Richard M. Stormont, James M. Stormont, Jr. or Donald R. Trice controls the management and operation of the Conference Center or the Hotel, (ii) who acquires a controlling beneficial interest in the owner of the Hotel, Stormont Trice Corporation or Operator, so long as Richard M. Stormont, James M. Stormont, Jr. or Donald R. Trice remain substantially involved in the day-to-day management and operation of the Conference Center or the Hotel, (iii) who owns or becomes the owner of the Hotel, or (iv) who becomes the manager or operator of the Hotel (each a "Permitted Assignee"), and who: (a) assumes in writing Operator's obligations under this Agreement and (b) has sufficient experience and financial ability to carry out satisfactorily its duties as Operator under this Agreement; provided, however, to the extent any such assignment requires the consent of the Franchisor under the Franchise Agreement, the procurement of such consent shall constitute a condition to any such assignment by Operator of its rights under this Agreement. In the event of an assignment to a Permitted Assignee, the assigning Operator's liability hereunder shall terminate upon such assignment, but in the event of any assignment to Stormont Trice Corporation, Operator shall continue to be liable under this Agreement to the same extent as though such assignment had not been made. In addition to the foregoing, Operator may assign its right to receive fees or portions thereof to any person or entity as security for indebtedness.

ARTICLE 13
MISCELLANEOUS

13.1 Further Assurances. Owner and Operator shall execute and deliver all other appropriate supplemental agreements and other instruments, and take any other action necessary to make this Agreement fully and legally effective, binding and enforceable as between them and as against third parties.

13.2 Waiver. The waiver of any of the terms and conditions of this Agreement on any occasion or occasions shall not be deemed a waiver of such terms and conditions on any future occasion.

13.3 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of Owner, its successors and permitted assigns, and shall be binding upon and inure to the benefit of Operator, its successors and permitted assigns.

13.4 Governing Law. This Agreement shall be governed by the laws of the State of Tennessee.

13.5 Amendments. This Agreement may not be modified, amended, surrendered or changed, except by a written instrument executed by Owner and Operator.

13.6 Estoppel Certificates. Owner and Operator agree, at any time and from time to time, as requested by the other party upon not less than ten (10) days prior written notice, to execute and deliver to the other a statement certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that this Agreement is in full force and effect as modified and stating the modifications), certifying the dates to which required payments have been paid, and stating whether or not, to the best knowledge of the signer, the other party is in default in performance of any of its obligations under this Agreement, and if so, specifying each such default of which the signer may have knowledge, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom the party requesting such certificate may be dealing.

13.7 Inspection Rights. Owner shall have the right to inspect the Conference Center and examine the books and records of Operator pertaining to the Conference Center at all reasonable times during the Operating Term upon reasonable notice to Operator, and Owner shall have access to the Conference Center and the books and records pertaining thereto at all times during the Operating Term, all to the extent consistent with applicable law and regulations and the rights of guests, tenants and concessionaires of the Conference Center.

13.8 Effect of Approval of Plans and Specifications. Budgets and Financing. Owner and Operator agree that in each instance in this Agreement or elsewhere wherein Operator is required to give its approval of plans, specifications, budgets and/or financing, no such approval shall imply or be deemed to constitute an opinion of Operator, nor impose upon Operator any responsibility for the design or construction of the Conference Center, including but not limited to structural integrity or life/safety requirements or adequacy of budgets and/or financing.

13.9 Owner Indemnification. Owner hereby indemnifies Operator, its affiliates, officers, directors, agents and employees, from and against any and all loss, cost, liability, claim, damage, demand or expense (including, without limitation, attorneys' fees and litigation expenses) which any such indemnified entity may incur or sustain as a result of the negligence of Owner arising out of or resulting from this Agreement; provided, however, such indemnification shall be subject to, and strictly limited by, the Tennessee Governmental Tort Liability Act. This indemnity shall survive the expiration and termination of this Agreement.

13.10 Operator's Indemnification. To the extent of available insurance proceeds associated with the liabilities and losses described below, Operator shall hold harmless, indemnify and defend Owner, and its respective agents, employees, officers, directors and shareholders, from and against all claims, damages, losses and expenses (including, but not

limited to, attorneys' fees for pre-trial, trial and appellate proceedings) arising out of or resulting from Operator's gross negligence, fraud or willful misconduct. This indemnity shall survive the expiration and termination of this Agreement.

13.11 Indemnification Procedure. Upon the occurrence of an event giving rise to indemnification, the party seeking indemnification shall notify the other party hereto and provide the other party hereto with copies of any documents reflecting the claim, damage, loss or expense. The party seeking indemnification is entitled to engage such attorneys and other persons to defend against the claim, damage, loss or expense, as it may choose. The party providing indemnification shall pay the reasonable charges and expenses of such attorneys and other persons on a current basis within twenty (20) days of submission of invoices or bills. In the event Owner neglects or refuses to pay such charges, Operator may pay such charges out of the Agency Account and deduct such charges from any amounts due Owner or add such charges to any amounts due Operator from Owner. If any claim, lawsuit or action (administrative or judicial) is maintained against Operator, Owner or the Conference Center due to allegations or actions arising prior to the Operating Term, Owner shall bear full and complete responsibility for the defense of the Conference Center, the Owner, the Operator, specifically including all legal fees and necessary and attendant expenses for the vigorous defense and representation of the interests of the Operator (for pre-trial, trial and appellate proceedings), the Conference Center and the Owner. Owner shall support and pay for all legal fees and representations necessary to remove Operator from any claim, action (administrative or judicial), or lawsuit covered by this provision.

13.12 Partial Invalidity. In the event that any one or more of the phrases, sentences, clauses or paragraphs contained in this Agreement shall be declared invalid by the final and unappealable order, decree or judgment of any court, this Agreement shall be construed as if such phrases, sentences, clauses or paragraphs had not been inserted, unless such construction would substantially destroy the benefit of the bargain of this Agreement to either of the parties hereto.

13.13 No Representation. In entering into this Agreement, Operator and Owner acknowledge that neither Owner nor Operator have made any representation to the other regarding projected earnings, the possibility of future success or any other similar matter respecting the Conference Center, and that Operator and Owner understand that no guarantee is made to the other as to any specific amount of income to be received by Operator or Owner or as to the future financial success of the Conference Center.

13.14 Relationship. In the performance of this Agreement, Operator shall act solely as an independent contractor. Neither this Agreement nor any agreements, instruments, documents or transactions contemplated hereby shall in any respect be interpreted, deemed or construed as making Operator a partner or joint venturer with Owner or as creating any similar relationship or entity, and Owner agrees that it will not make any contrary assertion, contention, claim or counterclaim in any action, suit or other legal proceedings involving Operator and Owner.

13.15 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof, superseding all prior agreements or undertakings, oral or written.

13.16 Time of the Essence: Force Majeure. Time is of the essence of this Agreement; provided, however, that time limitations set forth in this Agreement, except with respect to monetary obligations, shall be extended for the period of any delay due to causes beyond the delayed party's control or which cannot be reasonably foreseen or provided against, including, without limitation, strikes, governmental regulations or orders, or events of force majeure.

13.17 Interpretation. No provisions of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision.

13.18 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and need not be signed by more than one of the parties hereto and all of which shall constitute one and the same agreement.

13.19 Consent and Approval. Except as herein otherwise provided, whenever in this Agreement the Approval of Operator and Owner is required, such Approval shall not be unreasonably withheld or delayed.

13.20 Notices. Any notice, consent, approval, or other communication which is provided for or required by this Agreement must be in writing and may be delivered in person to any party or may be sent by a facsimile transmission, telegram or telex, courier or registered or certified U.S. mail, with postage prepaid, return receipt requested. Any such notice or other written communications shall be deemed received by the party to whom it is sent (i) in the case of personal delivery, on the date of delivery to the party to whom such notice is addressed as evidenced by a written receipt signed on behalf of such party, (ii) in the case of facsimile transmission or telegram, two (2) business days after the date of transmission, (iii) in the case of courier delivery, the date receipt is acknowledged by the party to whom such notice is addressed as evidenced by a written receipt signed on behalf of such party, and (iv) in the case of registered or certified mail, the earlier of the date receipt is acknowledged on the return receipt for such notice or five (5) business days after the date of posting by the United States Post Office. For purposes of notices, the addresses of the parties hereto shall be as follows, which addresses may be changed at any time by written notice given in accordance with the provision:

If to Owner:

Hon. Jerry W. Sharber
Mayor
City of Franklin
City Hall Mall
Office of the Mayor and City Administrator
109 Third Avenue South
Franklin, Tennessee 37064

Mr. James R. Johnson
City Administrator
City of Franklin, Tennessee
City Hall Mall
Office of the Mayor and City Administrator
109 Third Avenue South
Franklin, Tennessee 37064

With copies to:

Mr. Douglas Berry
City Attorney
Weed, Hubbard, Berry & Doughty
SunTrust Center
424 Church Street
Nashville, Tennessee 37219

Mr. Robert A. Ring
County Executive
Williamson County
1320 West Main Street
Suite 125
Franklin, Tennessee 37064

Mr. Richard Buerger
Petersen, Buerger, Moseley & Carson
306 Court Square
Franklin, Tennessee 37064

If to Operator:

Stormont Trice Management Corporation
3350 Cumberland Circle
Suite 1800
Atlanta, Georgia 30339
Attn: Richard M. Stormont
Chairman

Failure of, or delay in delivery of any copy of a notice or other written communication shall not impair the effectiveness of such notice or written communication given to any party to this Agreement as specified herein. The parties agree that upon giving any notice or other written communication in accordance with the foregoing procedure they shall each then use their reasonable best efforts to advise the other party by telephone that a written communication has been sent under this Agreement; such telephonic advice shall not impair the effectiveness of any written communication otherwise given in accordance with this Section.

13.21 Liability of Owner. By their execution hereinbelow, the City of Franklin, Tennessee and Williamson County hereby acknowledge and agree that their liability under this Agreement shall be joint and several with respect to the obligations of Owner hereunder, notwithstanding any other provision of this Agreement to the contrary.

ARTICLE 14
REPRESENTATIONS AND WARRANTIES

14.1 Representations and Warranties of Owner. In order to induce Operator to enter into this Agreement, Owner does hereby make the following representations and warranties:

(a) the execution of this Agreement is permitted by the statutory and constitutional authority of Owner and this Agreement has been duly authorized, executed and delivered and constitutes the legal, valid and binding obligation of Owner enforceable in accordance with the terms hereof;

(b) except for that certain pending civil action styled Freeman v. Robert Ring, et al., there is no claim, litigation, proceedings or governmental investigation pending, or as far as is known to Owner, threatened, against or relating to Owner, the properties or business of Owner or the transactions contemplated by this Agreement which does, or may reasonably be expected to, materially and adversely affect the ability of Owner to enter into this Agreement or to carry out its obligations hereunder, and there is no basis for any such claim, litigation, proceedings or governmental investigation, except as has been fully disclosed in writing to Operator; and

(c) neither the consummation of the actions completed by this Agreement on the part of Owner to be performed, nor the fulfillment of the terms, conditions and provisions of this Agreement, conflicts with or will result in the breach of any of the terms, conditions or provisions of, or constitute a default under, any agreement, indenture, instrument or undertaking to which Owner is a party or by which it is bound.

14.2 Representations and Warranties of Operator. In order to induce Owner to enter into this Agreement, Operator does hereby make the following representations and warranties:

(a) the execution of this Agreement is permitted by the Articles of Incorporation and By-Laws of Operator and this Agreement has been duly authorized, executed and delivered and constitutes the legal, valid and binding obligation of Operator enforceable in accordance with the terms hereof;

(b) there is no claim, litigation, proceedings or governmental investigation pending, or as far as is known to Operator, threatened, against or relating to Operator, the properties or business of Operator or the transactions contemplated by this Agreement which does, or may reasonably be expected to, materially and adversely affect the ability of Operator to enter into this Agreement or to carry out its obligations hereunder, and there is no basis for any such claim, litigation, proceedings or governmental investigation, except as has been fully disclosed in writing to Owner; and

(c) neither the consummation of the actions completed by this Agreement on the part of Operator to be performed, nor the fulfillment of the terms, conditions and provisions of this Agreement, conflicts with or will result in the breach of any of the terms, conditions or provisions of, or constitute a default under, any agreement, indenture, instrument or undertaking to which Operator is a party or by which it is bound.

14.3 Conditions Subsequent. Anything to the contrary set forth in this Agreement notwithstanding, the rights, duties and obligations of Owner and Operator hereunder are and shall be subject to achievement of the following on or before November 14, 1997:

(i) the consummation of construction financing sufficient for the development and construction of the Hotel;

(ii) the full execution of the Franchise Agreement; and

(iii) commencement of construction of the Conference Center.

If foregoing conditions subsequent are not fulfilled on or before November 14, 1997, either Owner or Operator, upon written notice to the other, shall have the right to terminate this Agreement whereupon all rights, benefits, duties and obligations of Owner and Operator hereunder shall be null and void and neither party shall have any further duties and obligations hereunder.

IN WITNESS WHEREOF, Operator and Owner, acting by and through their proper and duly authorized officers or representatives, have each duly executed this Agreement under seal the day and year first above written.

OWNER:

CITY OF FRANKLIN, TENNESSEE

By: _____
Jerry W. Shaber
Mayor

Attest: _____
Name: _____
City Clerk

WILLIAMSON COUNTY

By: _____
Name: Robert A Ring
Title: County Executive

OPERATOR:

STORMONT TRICE MANAGEMENT CORPORATION, a Georgia corporation

By: _____
~~Richard M. Stormont~~ Donald R. Trice
Chairman

CEP RESERVE ADDENDUM

There shall be paid into the CEP Reserve during each Fiscal Year the following percentages of Gross Revenues[1]:

First partial Fiscal Year and first full Fiscal Year	__%
Second full Fiscal Year	__%
Third full Fiscal Year	__%
Fourth full Fiscal Year and thereafter	__%

[1]Amounts to be paid into the CEP Reserve shall be dictated in large part by amounts required under the Franchise Agreement which, as of September 30, 1997, have not been determined.

RESOLUTION 2018-66

A RESOLUTION TO AUTHORIZE THE CITY TO PAY ONE-HALF OF AN EMPLOYEE'S PORTION OF THE CITY'S HEALTH INSURANCE PREMIUM WHEN THE EMPLOYEE IS ON UNPAID LEAVE WITH THE CITY DUE TO AN ON-THE-JOB INJURY

WHEREAS, employees who are injured on the job receive one hundred percent (100%) of their base rate of pay during the first seven (7) days of absence due to an on-the-job injury; and

WHEREAS, on day eight (8) after an on-the-job injury, employees receive sixty-six and two-thirds percent (66 2/3%) of their average pay from the City base rate of pay and this payment comes from the insurance provider and not the City; and

WHEREAS, while employees are being paid by the workers' compensation insurance provider, those who carry the City's insurance are still covered under the City's insurance but are not receiving a check from the City in which deductions for insurance can be made; and

WHEREAS, employees must pay the City directly for their health insurance premium; and

WHEREAS, because the employee is receiving a reduced rate of pay, the City believes that it is in the best interest of the City to pay one-half of the employee's portion of the health insurance premium for those employees injured on the job.

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

The City shall pay one-half of the employee's portion of the health insurance premium payment for employees injured on the job once the employee is no longer receiving a payroll check from the City and is receiving sixty-six and two-thirds percent (66 2/3%) of the base rate of pay. Employees are responsible to pay one-half of the insurance premium monthly while on leave.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2018.

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney

City of Franklin, Tennessee

Tabulation of Bids*

Purchasing Office Solicitation No.:	**2019-003 (supply and delivery of sludge polymer for wastewater sludge dewatering)**
Notice to Bidders published in the *Williamson Herald* on:	**7/12/2018**
Number of vendors that were notified of / that responded to this solicitation for bids:	**41 / 3**
Date and time bids due and publicly opened:	**8/23/2018, 2:00 PM Central Time**
Present at opening of bids:	**Dave Hordesky of SNF/Polydyne; and Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office**
Target meeting of BOMA at which recommendation is scheduled to be considered:	**11/13/2018**

Bids received from:	Bid No.:	Does the bid include all required documents?	Manufacturer / product name of bid chemical:	Does the bid MOES[1]? / If not, how many exceptions do not MOES[1]?	Total all-inclusive bid price, per U.S. pound of bid chemical:	Quantity of pounds of bid chemical necessary per U.S. ton of finished sludge:	Total all-inclusive bid price, per U.S. ton of finished sludge:	Value of bid in U.S. dollars per year (based on estimated 14,620 tons of finished sludge per year):	Payment terms:	Estimated time of delivery after receipt of order:	Bid and bid pricing is valid through:
Fort Bend Services, Inc. PO Box 1688 Stafford, TX 77497 David James, Vice President of Sales 281-261-5199, ext. 107 djames@fortbendservices.com	1 of 1	Yes	SNF Floerger / FBS 7802	No / 2 (Bidder takes no exceptions but did not provide URL for SDS as SDS is not maintained online)	$1.350	18.00	$24.30	$355,266	net 30 days	15 days	12/01/18
Polydyne, Inc. One Chemical Plant Rd. Riceboro, GA 31323 Boyd Stanley, Vice President 912-880-2035 polybiddpt@snfhc.com	1 of 1	Yes	Polydyne, Inc. / Clarifloc CE-1747	No / 2 (Bidder did not provide URL for SDS as SDS is not maintained online)	$1.090	10.00	$10.90	$159,358	net 30 days	15 days	11/30/18
Tidewater Products, Inc. 4520 Brookside Road PO Box 23181 Toledo, OH 43615 / 43623 Adam Karakas, President 419-509-0552 akarakas@tidewaterproducts.com	1 of 1	Yes	Solenis, LLC / TWC-5321	No / 3 (Bidder takes no exceptions but did not provide URL for SDS as SDS is not maintained online; bidder misidentified on the bid submittal form the manufacturer of the bid chemical)	$1.570	24.62	$38.65	$565,113	net 30 days	3-5 days	11/30/18

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

*Revised recommendation is to reject all bids and rebid

DRAFT RESOLUTION 2018-63

A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF 4356 SOUTH CAROTHERS ROAD BY THE CITY OF FRANKLIN, TENNESSEE.

WHEREAS, *Tennessee Code Annotated* (T.C.A.) § 6-51-102, as amended, requires that a Plan of Services be adopted by a municipal governing body prior to the passage of an annexation resolution; and

WHEREAS, Mike Ford Custom Home Builders, LLC, (Owner) of property located at 4356 South Carothers Road (Property) petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee (City), to annex the Property adjoining the City limits and located within the Franklin Urban Growth Boundary (UGB); and

WHEREAS, the Property is located East of South Carothers Road and North of Longpoint Way, as described herein and as depicted on the Map attached hereto as Exhibit A; and

Map-Parcel	Acres
088---04100	6.00
Total	6.00

WHEREAS, this Resolution shall bind the Owner and subsequent Owners of the Property; and

WHEREAS, the Plan of Services has been submitted to the Franklin Municipal Planning Commission for study and a written report as required by *T.C.A.* § 6-51-102, as amended; and

WHEREAS, a public hearing was held following public notice as required by *T.C.A.* § 6-51-102, as amended; and

WHEREAS, it is believed it is in the best interest of the City to adopt a Plan of Services for the area petitioned to be annexed in order to provide for future development in accordance with City standards; and

WHEREAS, this Resolution shall not bind the City to later annex the Property.

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

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

A. Water

1. The Property is located within the Milcrofton Utility District service area.
2. Water availability shall be approved and provided through Milcrofton Utility District prior to annexation.
3. The Owner shall be required to provide adequate fire flow and pressure to the Property.

B. Reclaimed Water

1. According to the City of Franklin's Municipal Code, reclaimed water systems shall be extended to a development if the development is located within 1,000 feet of an existing reclaimed water line.
2. In the case of this Property, a 10,000-linear foot 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

1. The Property lies within the Goose Creek Basin as defined in the City of Franklin Sanitary Sewer Basin Study.
2. The proposed development of the Property is anticipated to construct 21 residential units.
3. The Owner shall be required to extend the sanitary sewer main approximately 1,300 linear feet to provide service to the Property.
4. The City of Franklin Sanitary Sewer System Basin Plans show this as an 8" PVC pipe sanitary sewer main.
5. The Owner shall be required to submit engineering calculations to determine final sizing requirements.
6. The Owner shall be required to provide Engineering design, construction, easements, rights-of-way and the costs associated with the on-site sanitary sewer infrastructure required to serve the development of this Property.
7. The Owner shall be responsible for the payment of fees per the policies and procedures outlined in Franklin Municipal Code.
8. The actual alignment and length of sewer main to be extended by The Owner will depend on existing site conditions at time of construction, as well as the proposed site grading and site layout for the Property. The diameter and length of pipe mentioned herein are approximations.

D. Stormwater

1. 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 the requirements as outlined in the Franklin Municipal Code.
2. As the Property develops, the City will charge prevailing stormwater user fees per policies and procedures as outlined in the Franklin Municipal Code.

E. Streets

1. Emergency maintenance of streets will begin on the effective date of annexation.
2. Reconstruction and resurfacing of streets, routine maintenance, and installation of storm drainage will be accomplished under existing City policies.
3. Access to the Property shall be provided from South Carothers Road.
4. Unless waived by the Franklin Engineering Department, 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. The roadways constructed as part of this development shall comply with City Street Standards.

F. Traffic Control

1. Traffic signals, traffic signs, street markings, and other traffic control devices shall be installed as the need is established by appropriate study and traffic standards. No needs have been identified for the area at this time.
2. New development after the effective date of annexation shall comply with City regulations governing traffic control devices and markings.

G. Street Lighting

1. No off-site street lighting is proposed at this time.
2. 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

1. No additional street name signs in the area have been deemed necessary.
2. New development shall install street name signs per City policy.

I. Fire Protection

1. Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on and after the effective date of annexation. No additional staffing or equipment will be necessary to serve the annexation area.

J. Planning and Zoning

1. The planning and zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
2. Envision Franklin designates the property as Mixed Residential, a residential neighborhood concept consisting of a combination of single-family dwellings, big houses, duplexes and townhouses.
3. Upon annexation, the Property will be zoned by the Board of Mayor and Aldermen, pursuant to the requirements of the Franklin Zoning Ordinance with a base zone district, Overlay District, Character Area Overlay District, and designated as a Conventional or Traditional Area. The Owner shall also be required to submit a Planned Unit Development (PUD) Development Plan pursuant to the requirements of the Zoning Ordinance.

K. Parks and Recreation

1. The benefit and use of the recreational facilities and programs provided by the Parks Department will be available on and after the effective date of the annexation. Recreational facilities and programs will be provided with existing personnel, facilities and resources.
2. New development in the annexed area shall comply with the City of Franklin Parkland Impact Fee Ordinance.

L. Police Protection

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

M. Building and Code Inspection Services

1. Building and code inspection services will begin in the annexed area on and after the effective date of the annexation.
2. New development in the annexed area shall comply with adopted City Building Codes, pay the applicable fees, and obtain the required permits for inspection services.

N. Garbage and Recycling Pickup and Environmental

1. The Sanitation and Environmental Services Department will begin providing services in the annexed area on and after the effective date of the annexation in accordance with adopted City requirements.
2. No additional manpower or equipment will be necessary to serve the annexation area at this time.

SECTION II. This Resolution shall take effect from and after its adoption.

ADOPTED THIS _____.

_____
ERIC S. STUCKEY
City Administrator

_____
DR. KEN MOORE
Mayor

Approved as to form by:

_____
Shauna R. Billingsley
City Attorney

Resolution 2018-63
Exhibit A

DRAFT PLAN OF SERVICES
4356 SOUTH CAROTHERS ROAD
6 +/- ACRES

Legend

0 500 1,000 2,000 3,000
Feet

4356 South Carothers Road Annexation

Existing City Limits

N

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 2018. All rights reserved.

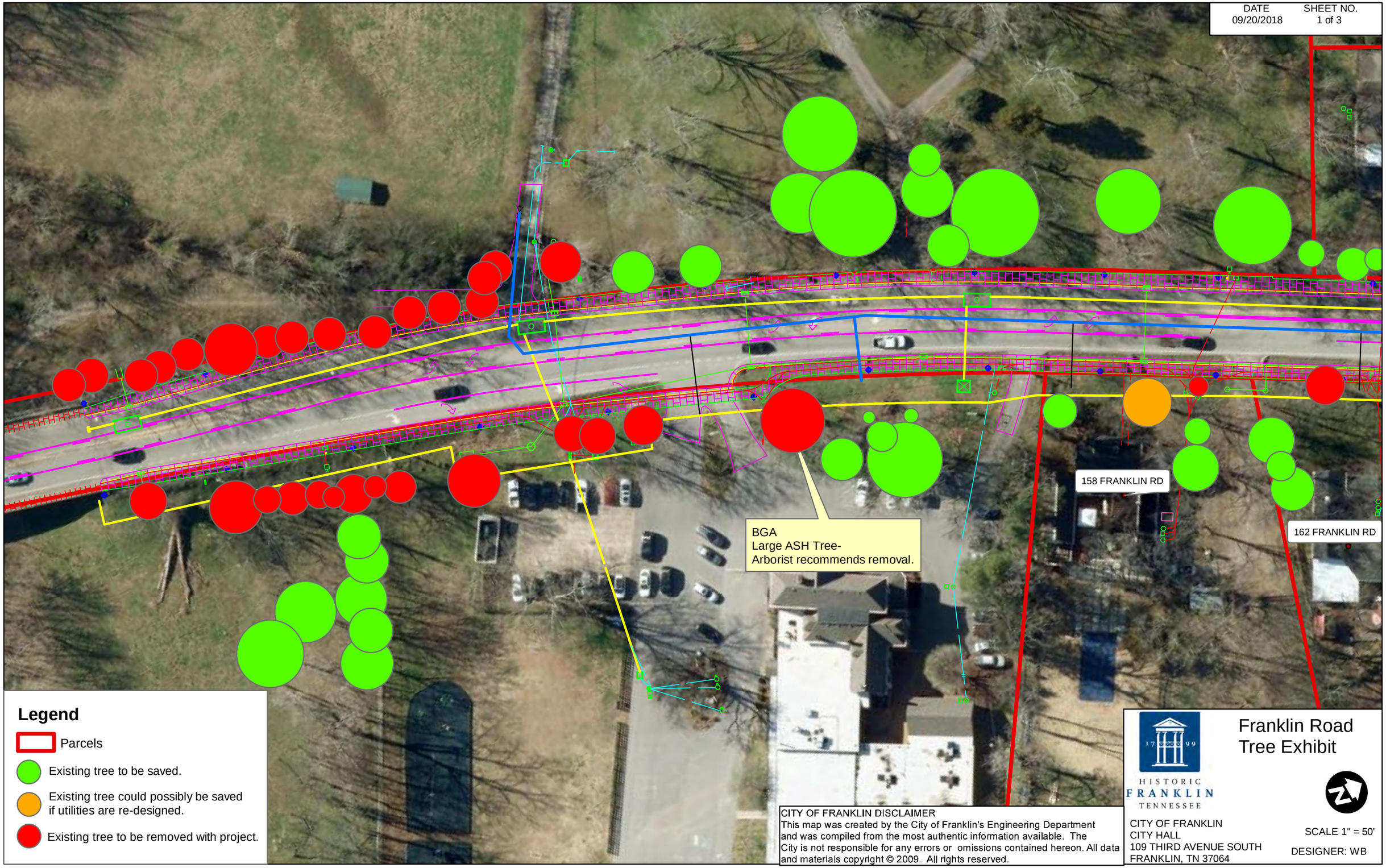
Legend

4356 South Carothers Road Annexation

Existing City Limits

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 2018. All rights reserved.

DATE	SHEET NO.
09/20/2018	1 of 3



CITY OF FRANKLIN DISCLAIMER
This map was created by the City of Franklin's Engineering Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials copyright © 2009. All rights reserved.

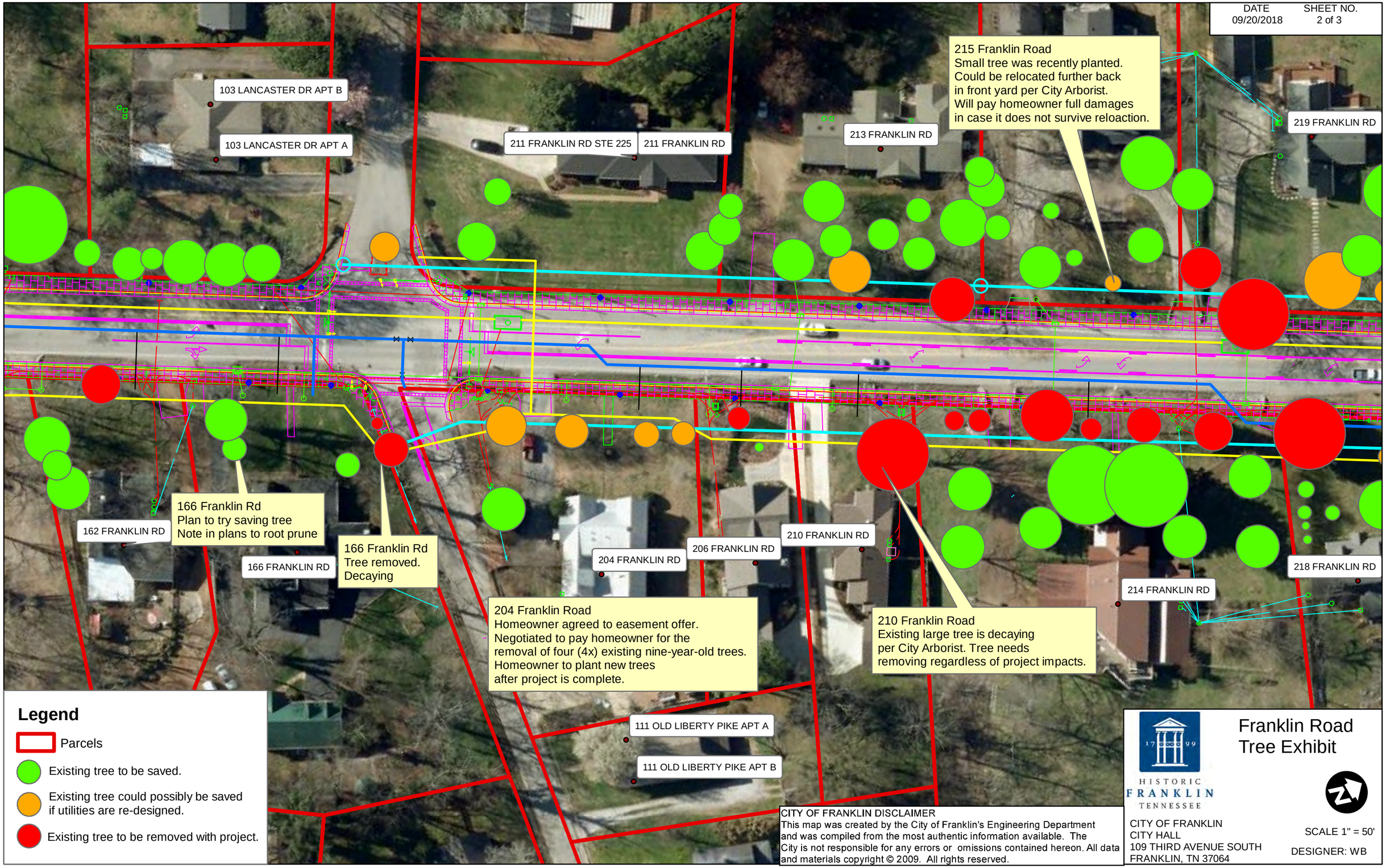
HISTORIC FRANKLIN TENNESSEE

Franklin Road Tree Exhibit

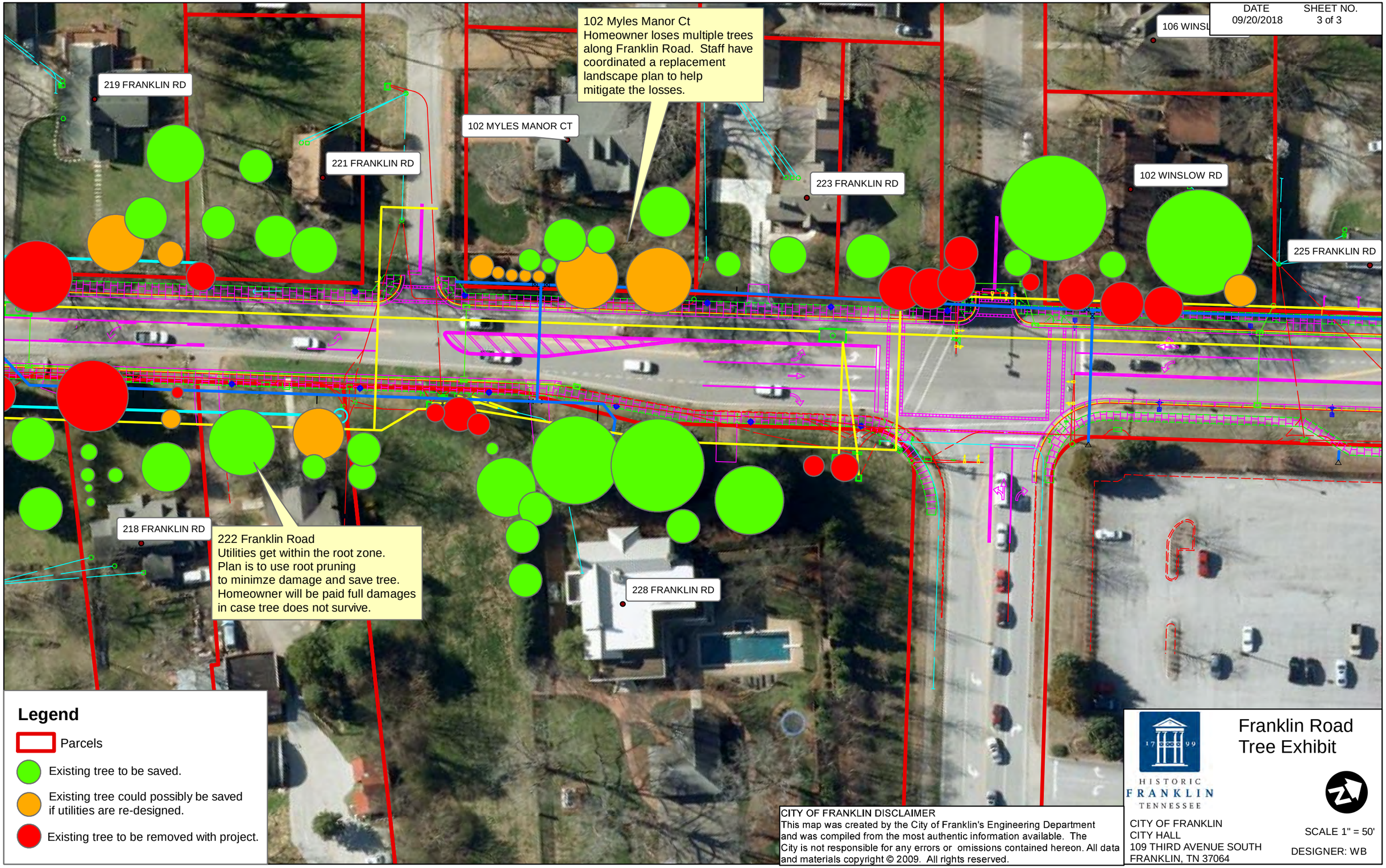
CITY OF FRANKLIN
CITY HALL
109 THIRD AVENUE SOUTH
FRANKLIN, TN 37064

SCALE 1" = 50'

DESIGNER: WB


DATE
09/20/2018
SHEET NO.
2 of 3
215 Franklin Road
Small tree was recently planted.
Could be relocated further back
in front yard per City Arborist.
Will pay homeowner full damages
in case it does not survive reloaction.
103 LANCASTER DR APT B
103 LANCASTER DR APT A
211 FRANKLIN RD STE 225
211 FRANKLIN RD
213 FRANKLIN RD
219 FRANKLIN RD
162 FRANKLIN RD
166 Franklin Rd
Plan to try saving tree
Note in plans to root prune
166 FRANKLIN RD
166 Franklin Rd
Tree removed.
Decaying
204 FRANKLIN RD
206 FRANKLIN RD
210 FRANKLIN RD
214 FRANKLIN RD
218 FRANKLIN RD
204 Franklin Road
Homeowner agreed to easement offer.
Negotiated to pay homeowner for the
removal of four (4x) existing nine-year-old trees.
Homeowner to plant new trees
after project is complete.
210 Franklin Road
Existing large tree is decaying
per City Arborist. Tree needs
removing regardless of project impacts.
111 OLD LIBERTY PIKE APT A
111 OLD LIBERTY PIKE APT B
Legend
Parcels
Existing tree to be saved.
Existing tree could possibly be saved
if utilities are re-designed.
Existing tree to be removed with project.
CITY OF FRANKLIN DISCLAIMER
This map was created by the City of Franklin's Engineering Department
and was compiled from the most authentic information available. The
City is not responsible for any errors or omissions contained hereon. All data
and materials copyright © 2009. All rights reserved.
HISTORIC
FRANKLIN
TENNESSEE
Franklin Road
Tree Exhibit
CITY OF FRANKLIN
CITY HALL
109 THIRD AVENUE SOUTH
FRANKLIN, TN 37064
SCALE 1" = 50'
DESIGNER: WB

DATE	SHEET NO.
09/20/2018	3 of 3



Legend

- Parcels
- Existing tree to be saved.
- Existing tree could possibly be saved if utilities are re-designed.
- Existing tree to be removed with project.

CITY OF FRANKLIN DISCLAIMER
This map was created by the City of Franklin's Engineering Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials copyright © 2009. All rights reserved.

HISTORIC FRANKLIN TENNESSEE

Franklin Road Tree Exhibit

CITY OF FRANKLIN
CITY HALL
109 THIRD AVENUE SOUTH
FRANKLIN, TN 37064

SCALE 1" = 50'

DESIGNER: WB

Franklin Road Home Owners Concerns
9/24/18

1. Overall look and feel

From preliminary renderings, the current plan appears to a similar design to Hillsboro Road, rather than West Main and the other historic districts. Hillsboro Road feels suburban after the streetscape with its identical mailboxes, over-abundant lighting, utility pedestals and, most concernedly, the lack of large trees. We are very concerned that the deep easements will remove almost all the large, mature trees on our street and erase its historical legacy.

2. Underground utilities

To not underground the entire project to the houses is half the job and will still leave us with poles near the road, as well as ugly pedestals. Hillsboro appears to be 100% underground. One neighbor likened it to "the cow producing a nice pail of milk and then kicking it over". Underground utility vaults should be de rigueur in the Franklin Historic Districts (note that Nashville requires underground utility vaults, rather than above-ground pedestals).
https://nespower.com/documents/ElectricServiceGuidelines.pdf
If Franklin will not underground to the houses, the neighborhood would prefer no undergrounding rather than the proposed hybrid with both poles and pedestals.

What are the options with keeping above ground utilities?

3. Road Grading

As per the Historic Overlay, any new house has to fit aesthetically into the neighborhood. The road needs to do the same. The current road bed has about 18 inches of asphalt from repavings over the years, and with proper storm sewers, the elevated road height is no longer needed for drainage to the ditches.

Under current plans, the sidewalks and roads will rise to the current crown of the road, leaving many houses looking up to the road (similar to Hillsboro). This doesn't fit with the aesthetic goals of a grand entrance into historic Franklin.

4. Road Width and Design

The current plan will widen the road significantly, exacerbating traffic speed and hindering safety. There were 97 accidents in 2017 alone (Franklin Police statistics), and the plans call for wider lanes. Wide lanes encourage speeding, and many studies show that traffic calming efforts such as narrowing the road, etc. will discourage speeding and make the road safer for pedestrians, drivers and cyclists. We would like the lanes narrowed and evaluate the needs for the middle turning lane. The consensus of the neighborhood is that a turning lane is not required from Landcaster north. Design elements that are difficult to access are: shoulder combined bike lane, on street parking/delivery, and garbage/recycling/compost pickup.

Ideas to consider: https://www.pps.org/article/livememtraffic #2 with median

5. Process/communication

The neighborhood is in favor of building sidewalks and creating an entrance to Historic Franklin that fits the aesthetic of our city. We do not want to slow the project down, but we do want to partner with the city to meet everyone's needs. We will be forming a small working group that can represent the residents and meet frequently with the city through implementation and meet with the residents quarterly.

FRANKLIN ROAD EXHIBIT
Franklin, TN
10/5/2018

FRANKLIN ROAD CORRIDOR IMPROVEMENTS PROJECT

WORK SESSION AGENDA ITEM

OCTOBER 09, 2018

Meeting Overview

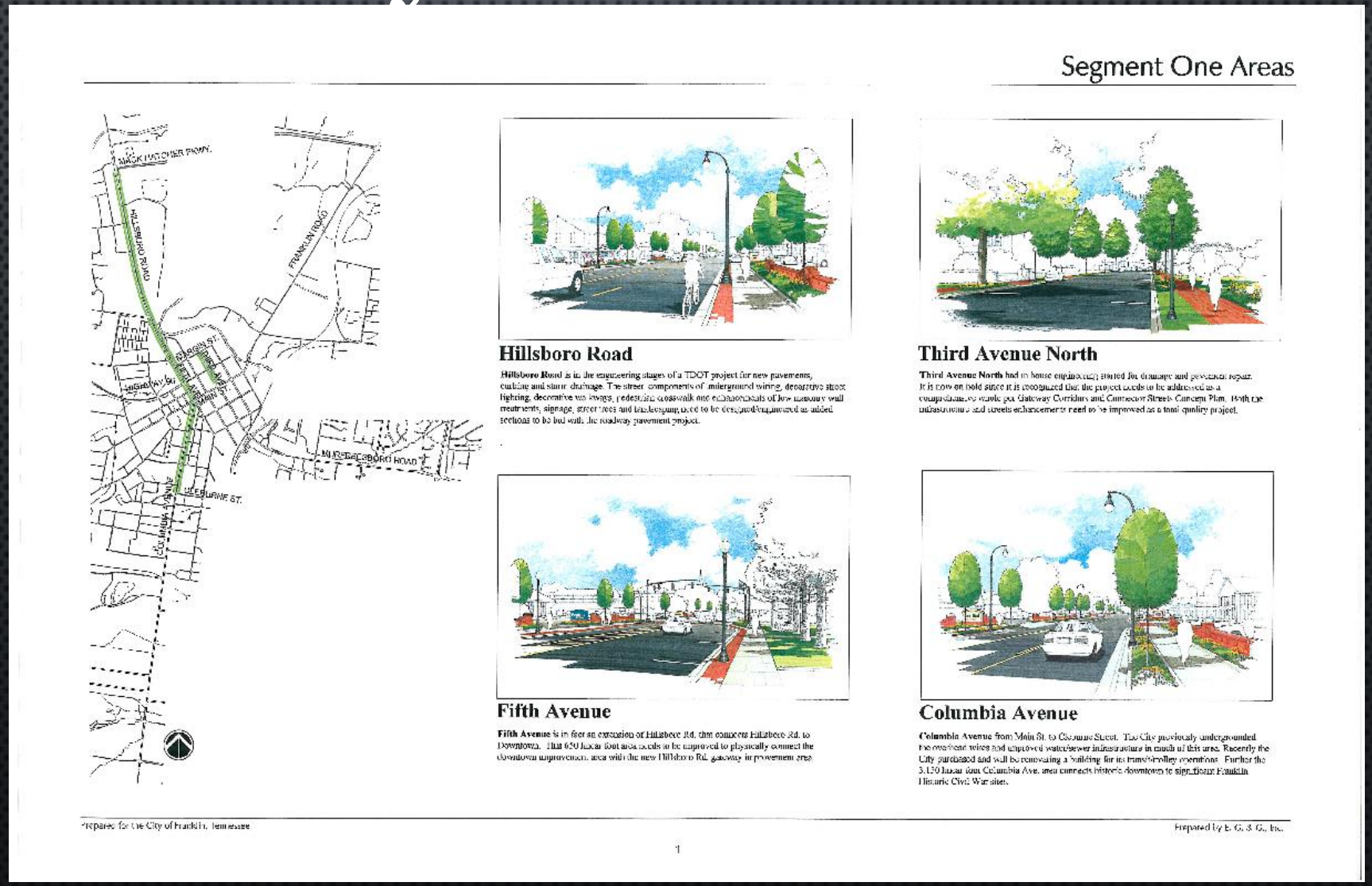
- Project History
- Project Overview
- Schedule
- Recent Homeowner Concerns
- How We Move Forward to Construction

Project History

- 1990
Main Street Revitalization

- 2004 – 2007
Franklin Corridor and Connector Streets Economic Development Project

- 2007 -2010
Franklin Road



Segment One Areas

Hillsboro Road

Hillsboro Road is in the engineering stages of a TDOT project for new pavements, curbing and storm drainage. The street components of underground wiring, decorative street lighting, decorative walkways, pedestrian crosswalk and enhancements of low masonry wall treatments, signage, street trees and landscaping need to be designed/engineered as added sections to be bid with the roadway pavement project.

Third Avenue North

Third Avenue North had in house engineering started for drainage and pavement repair. It is now on hold since it is recognized that the project needs to be addressed as a comprehensive work per Gateway Corridors and Connector Streets Concept Plan. Both the infrastructure and streets enhancements need to be improved as a total quality project.

Fifth Avenue

Fifth Avenue is in fact an extension of Hillsboro Rd. that connects Hillsboro Rd. to Downtown. This 650 linear foot area needs to be improved to physically connect the downtown improvement area with the new Hillsboro Rd. gateway improvement area.

Columbia Avenue

Columbia Avenue from Main St. to Cleveland Street. The City previously undergrounded the overhead wires and improved water/sewer infrastructure in much of this area. Recently the City purchased and will be renovating a building for its trans/trolley operations. Further the 3,150 linear foot Columbia Ave. area connects historic downtown to significant Franklin Historic Civil War sites.

Prepared for the City of Franklin, Tennessee

Prepared by E. G. & G., Inc.

1

Project History

- 1990
Main Street Revitalization

- 2004 – 2007
Franklin Corridor and Connector Streets Economic Development Project

- 2007 -2010
Franklin Road

Overview of Improvement Components

Infrastructure Replacement

- Street, sidewalk, and crosswalk pavement
- Curbs, gutters, drive aprons, handicap accessibility
- Traffic signalization
- Storm drainage, sanitary sewers, and water facilities
- Right-of-way acquisition

Overhead Utilities

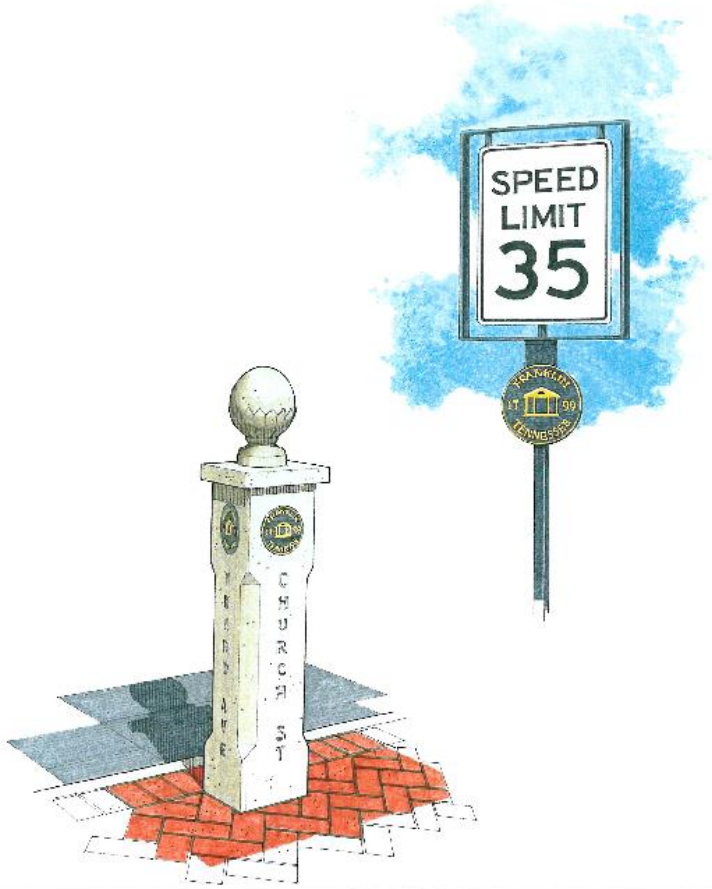
- Burying wires
- Removal of poles and transformers

Street Lighting

- Decorative historic style street lights
- Underground service

Enhancements

- Street trees
- Landscape plantings
- Street furnishings
- Low wall treatments
- Decorative fencing
- Signage
- Gateway entry treatment



Project Overview

Franklin Road (US31/SR6) Corridor Improvements
Project Limits: Harpeth River Bridge to Harpeth Industrial Ct/Hooper Ln

- Roadway widening to 3-lanes with curb and gutter
- Wide 14’ outside roadway travel lanes that accommodate bicycles
- New sidewalks along both sides of the roadway
- Street trees
- New decorative street lighting
- Traffic signal upgrades at both Old Liberty Pike and Liberty Pike
- Relocating overhead utilities into underground duct banks
- Relocating AT&T fiber duct bank system and ATMOS Energy gas lines
- Upgrading older water and sanitary sewer utility lines
- Installing a new stormwater sewer system (catch basins and yard inlets)

Preliminary Design / Environmental

Easement Acquisition

Final Design

Construction

Schedule

PRELIMINARY DESIGN	2007 – 2010 / January 2015 – February 2018
EASEMENT AQUISITION	Spring 2018 – Spring 2019 33 Tracts 14 Offers 8 Agreements of Sale
FINAL DESIGN	April 2018 – Spring 2019 Minor Utility Revisions Landscaping Update TDOT Coordination with Franklin Road Bridge Permits
CONSTRUCTION PHASE	Bidding – Summer 2019 Construction – Late Summer 2019 18-24 Months Construction (Time of Year Dependent)

Recent Homeowner Concerns

(Letter Submitted by 915 and 919 Franklin Road)

Five Areas of Concern:

1. Overall Look and Feel – Too similar to other Streetscape projects with substantial loss of trees.

2. Underground Utilities – All utilities should be underground to include private services.

3. Road Grading – Lower roadway profile to address aesthetic concerns with sidewalk being too high and to also reduce property impacts.

4. Road Width and Design –
   a. Reduce lane widths to slow traffic.
   b. Eliminate proposed middle turn lane between Old Liberty Pk. and Liberty Pk.

5. Process/Communication –Homeowner committee should have input into final design.

Overall Look and Feel

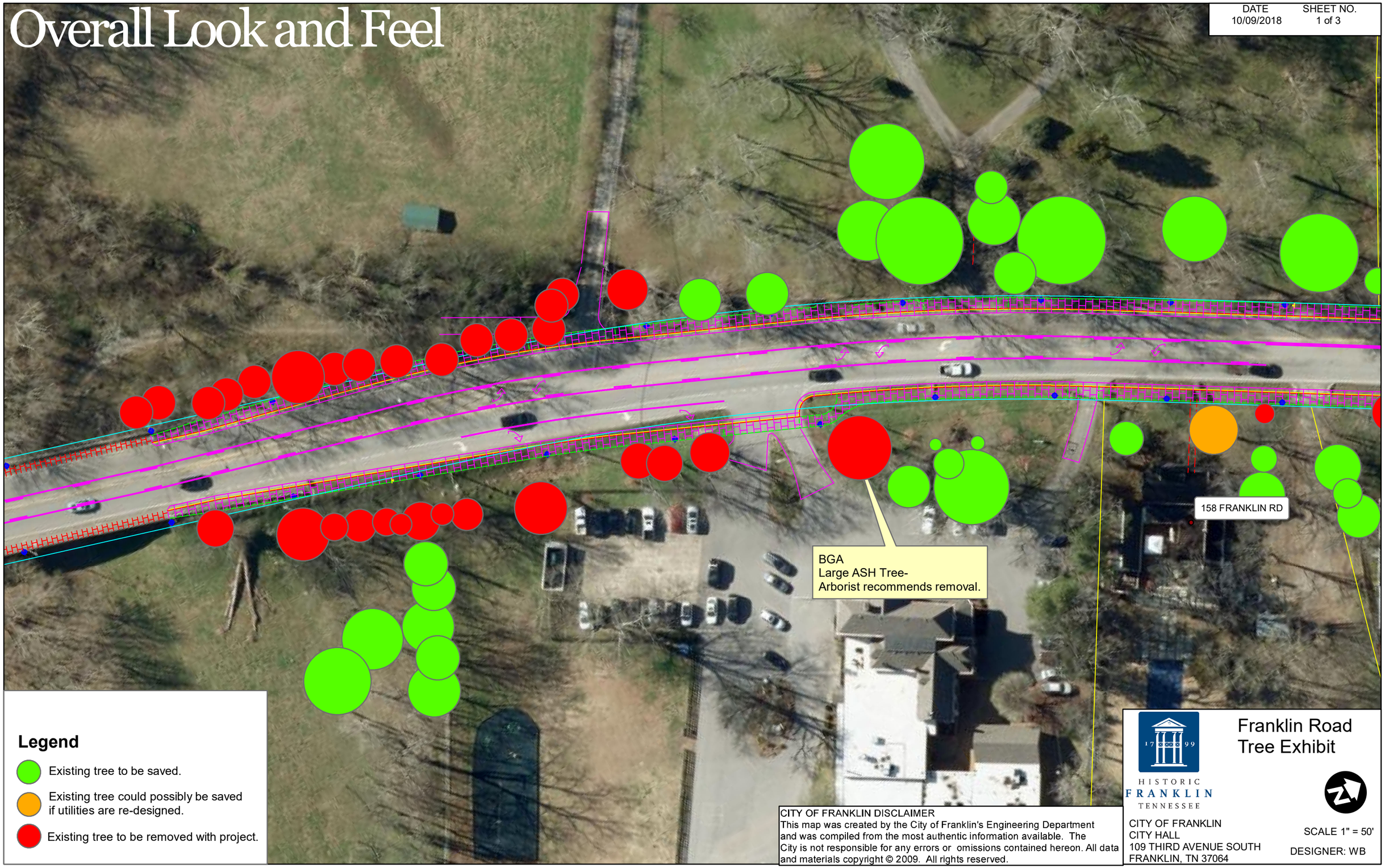
Franklin Road from The Factory to Main Street

Overall Look and Feel

Franklin Road from Mack Hatcher Parkway to The Factory

Overall Look and Feel

DATE	SHEET NO.
10/09/2018	1 of 3



Legend

- Existing tree to be saved.
- Existing tree could possibly be saved if utilities are re-designed.
- Existing tree to be removed with project.

CITY OF FRANKLIN DISCLAIMER
This map was created by the City of Franklin's Engineering Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials copyright © 2009. All rights reserved.

HISTORIC FRANKLIN TENNESSEE

Franklin Road Tree Exhibit

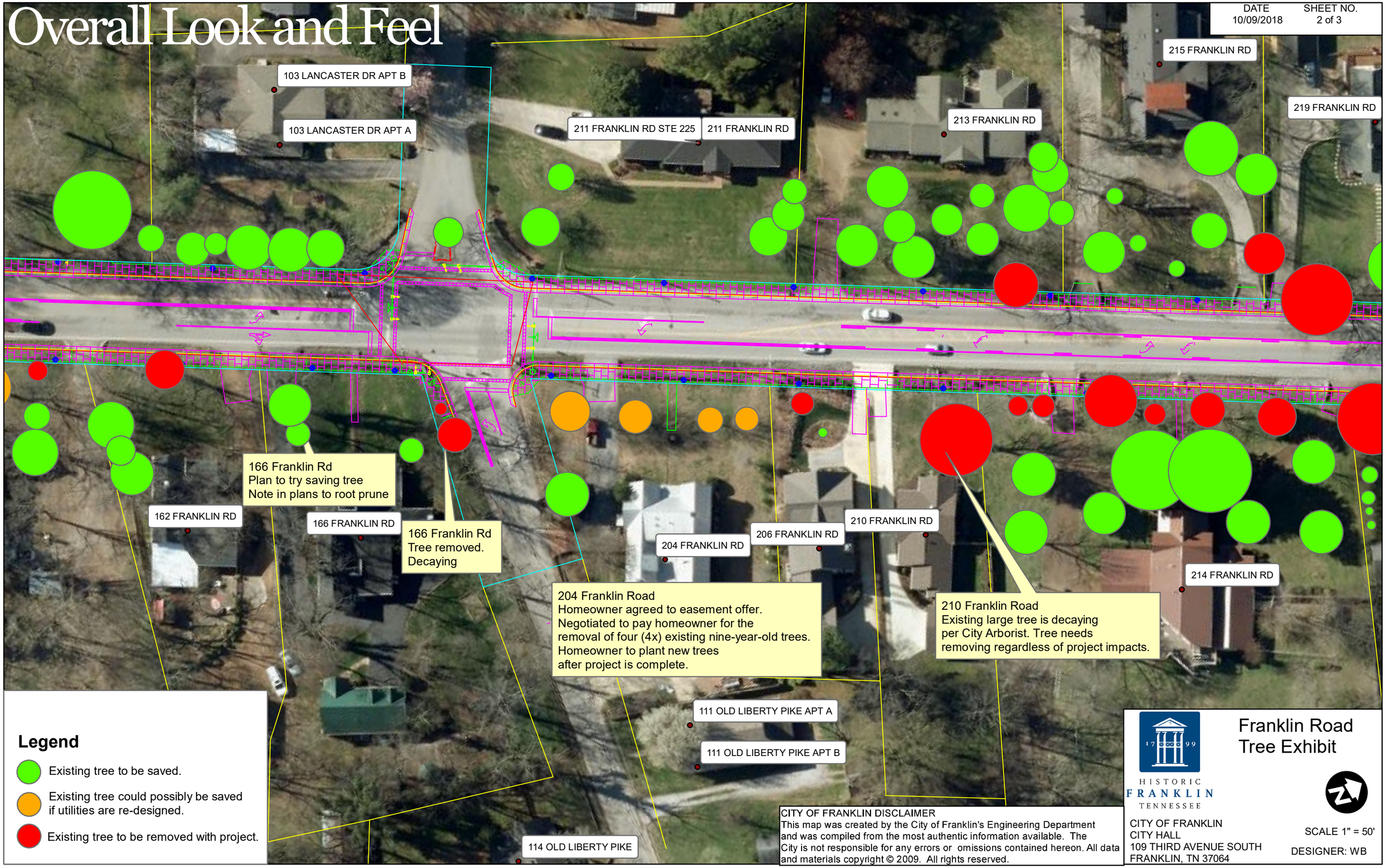
CITY OF FRANKLIN
CITY HALL
109 THIRD AVENUE SOUTH
FRANKLIN, TN 37064

SCALE 1" = 50'

DESIGNER: WB

Overall Look and Feel

DATE	SHEET NO.
10/09/2018	2 of 3



Legend

- Existing tree to be saved.
- Existing tree could possibly be saved if utilities are re-designed.
- Existing tree to be removed with project.

CITY OF FRANKLIN DISCLAIMER
This map was created by the City of Franklin's Engineering Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials copyright © 2009. All rights reserved.

HISTORIC FRANKLIN TENNESSEE

Franklin Road Tree Exhibit

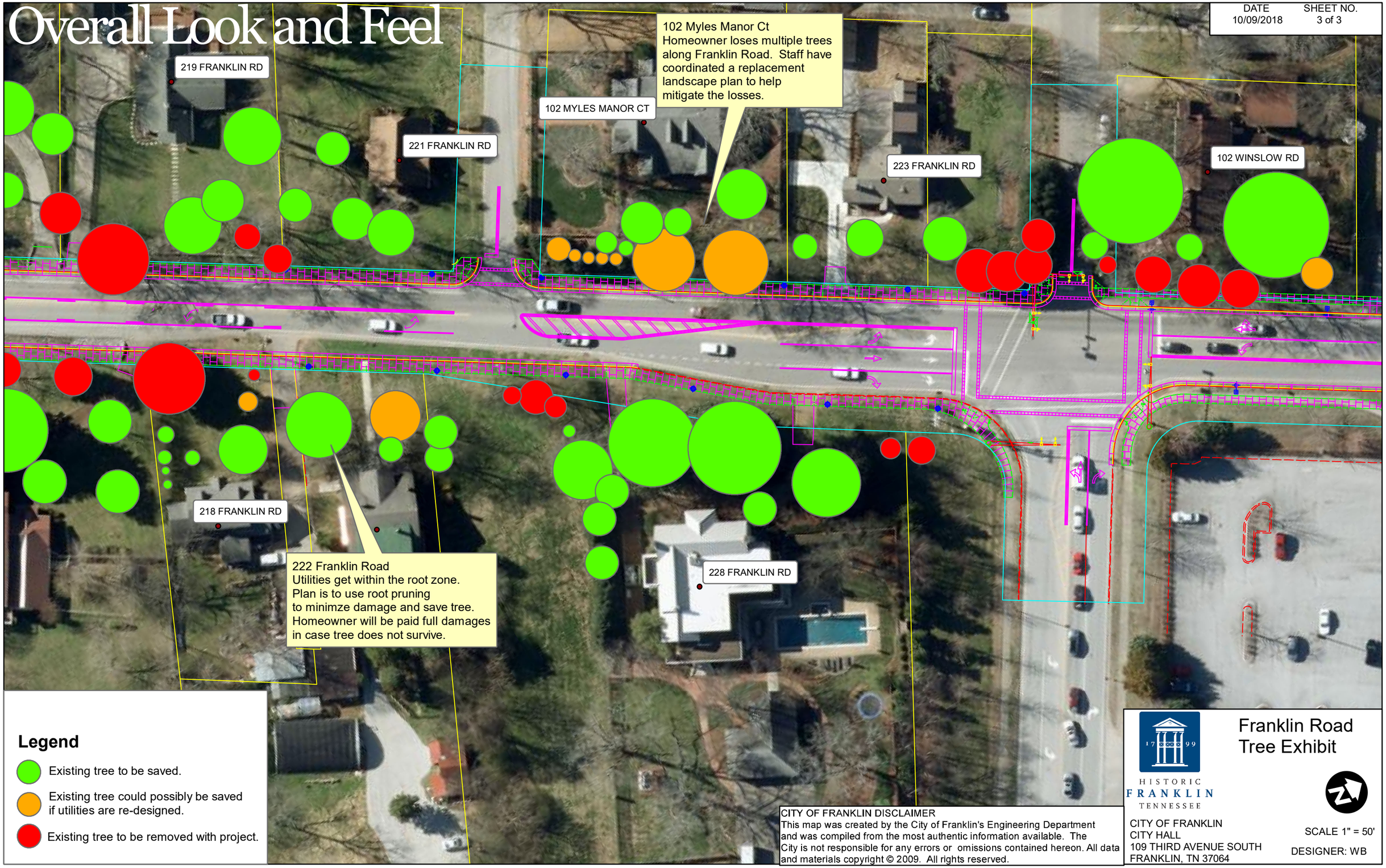
CITY OF FRANKLIN
CITY HALL
109 THIRD AVENUE SOUTH
FRANKLIN, TN 37064

SCALE 1" = 50'

DESIGNER: WB

Overall Look and Feel

DATE	SHEET NO.
10/09/2018	3 of 3



Legend

- Existing tree to be saved.
- Existing tree could possibly be saved if utilities are re-designed.
- Existing tree to be removed with project.

CITY OF FRANKLIN DISCLAIMER
This map was created by the City of Franklin's Engineering Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials copyright © 2009. All rights reserved.

HISTORIC FRANKLIN TENNESSEE

Franklin Road Tree Exhibit

CITY OF FRANKLIN
CITY HALL
109 THIRD AVENUE SOUTH
FRANKLIN, TN 37064

SCALE 1" = 50'

DESIGNER: WB

CITY OF FRANKLIN	DATE	SHEET NO.
	10/09/2018	PG 1 OF 4

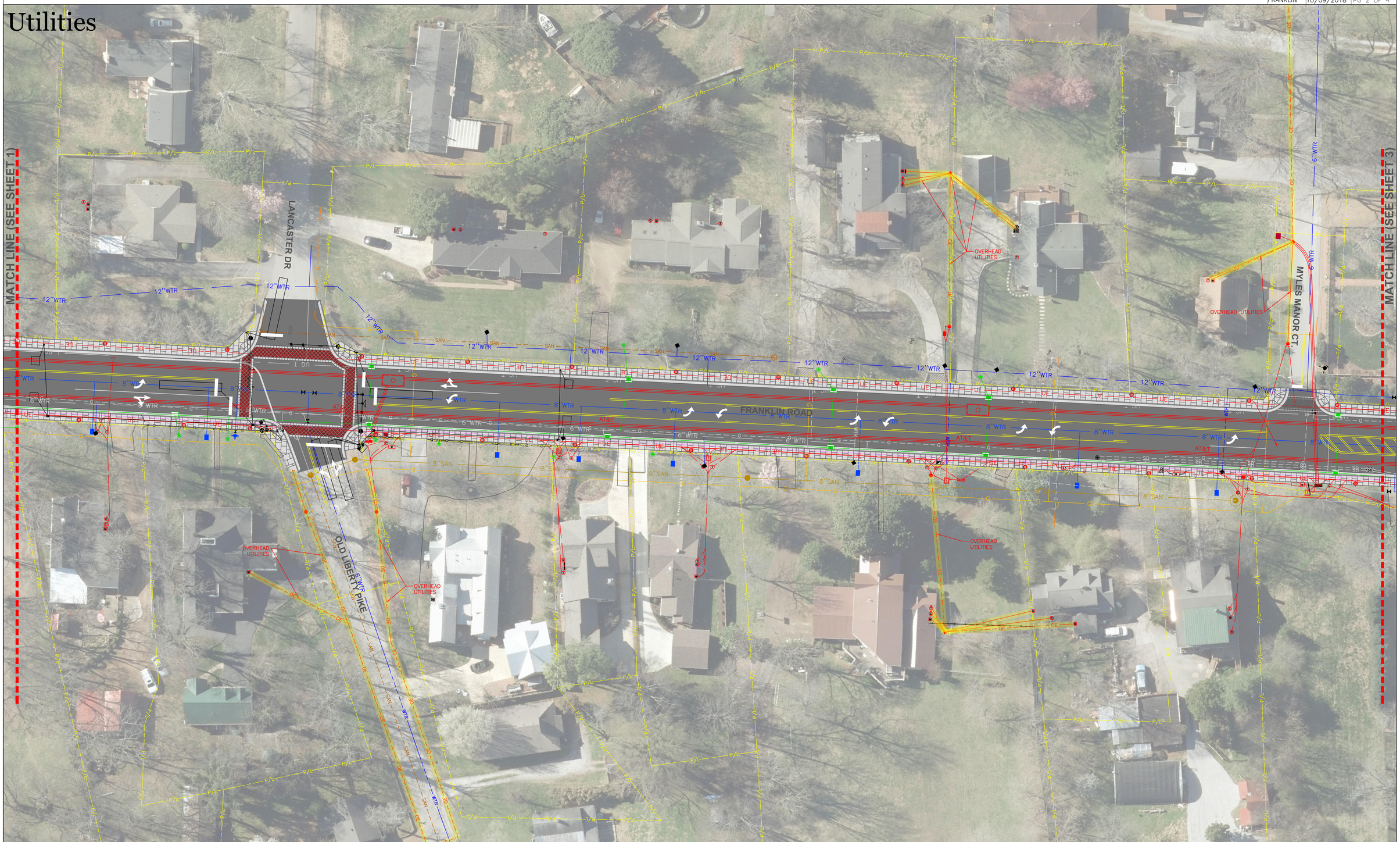
Utilities

CITY OF FRANKLIN
FRANKLIN ROAD

SCALE – 1:30

CITY OF FRANKLIN	DATE	SHEET NO.
	10/09/2018	PG 2 OF 4

Utilities



CITY OF FRANKLIN
FRANKLIN ROAD

SCALE – 1:30

CITY OF FRANKLIN	DATE	SHEET NO.
	10/09/2018	PG 3 OF 4

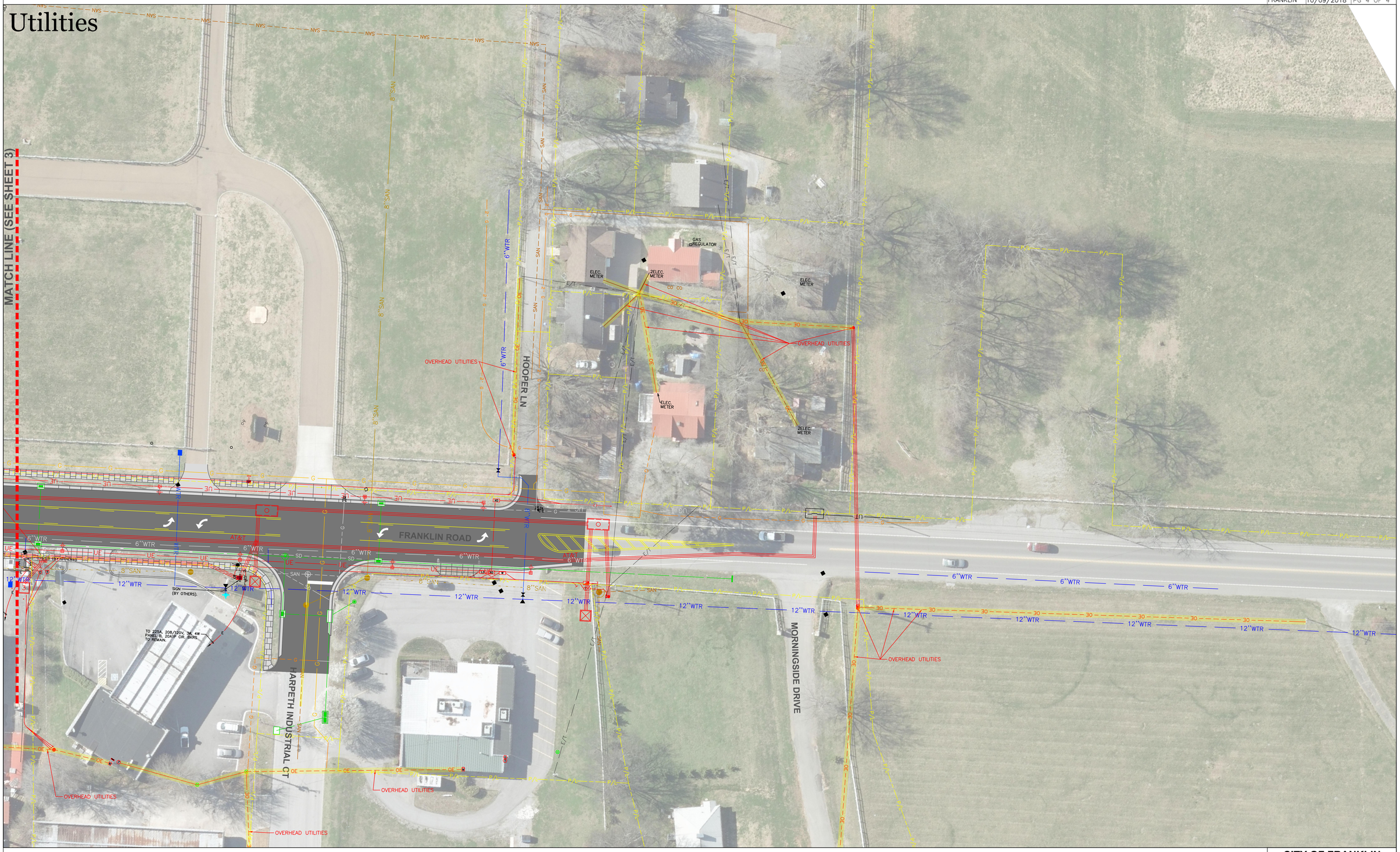
Utilities

CITY OF FRANKLIN
FRANKLIN ROAD

SCALE – 1:30

CITY OF FRANKLIN	DATE 10/09/2018	SHEET NO. PG 4 OF 4

Utilities

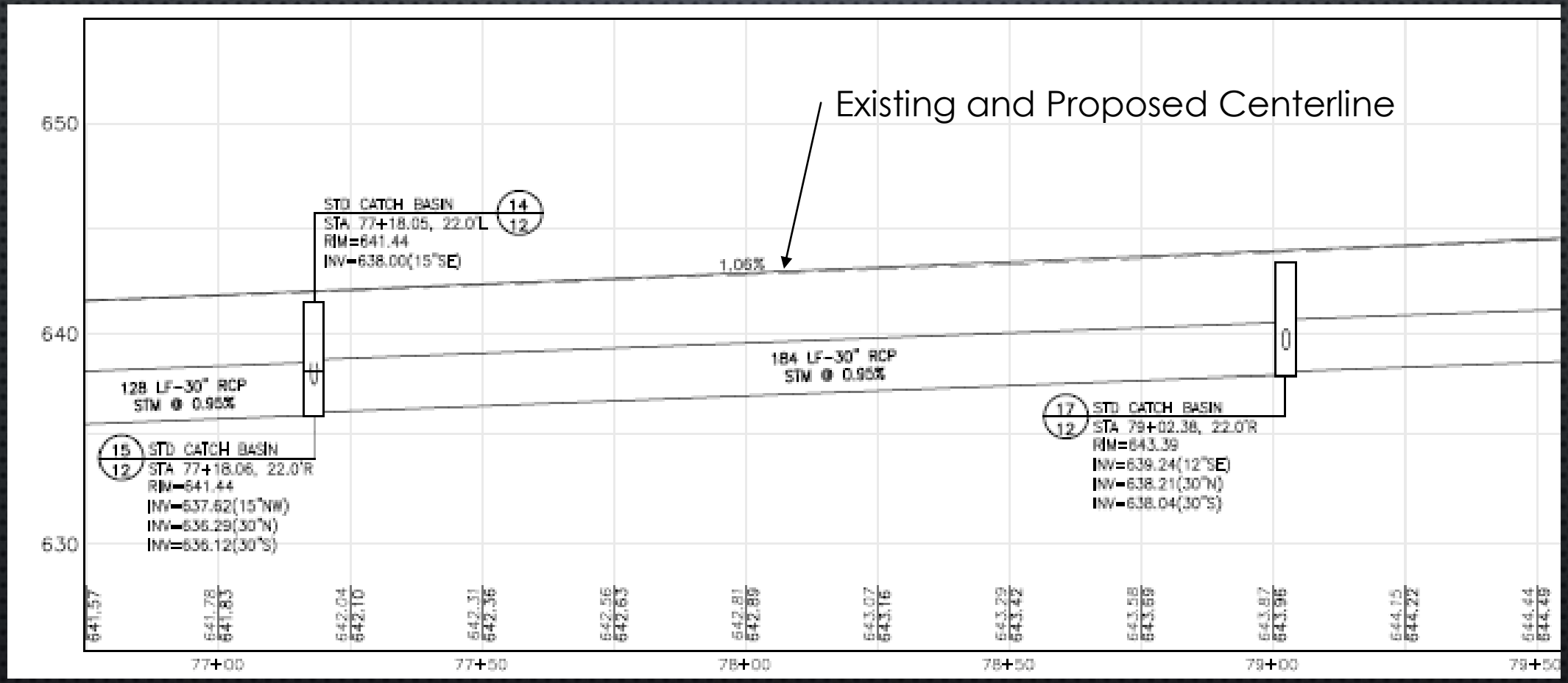


CITY OF FRANKLIN
FRANKLIN ROAD

N

SCALE – 1:30

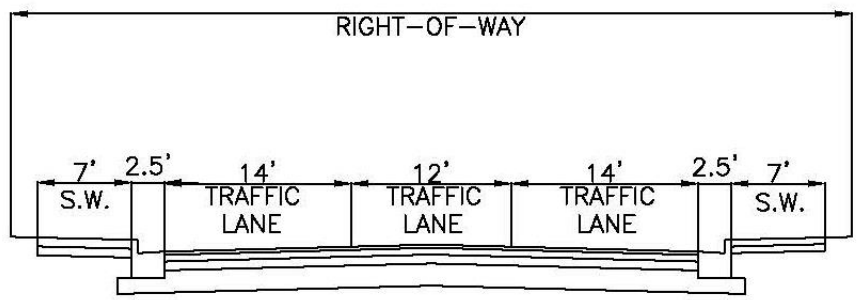
Roadway Grading



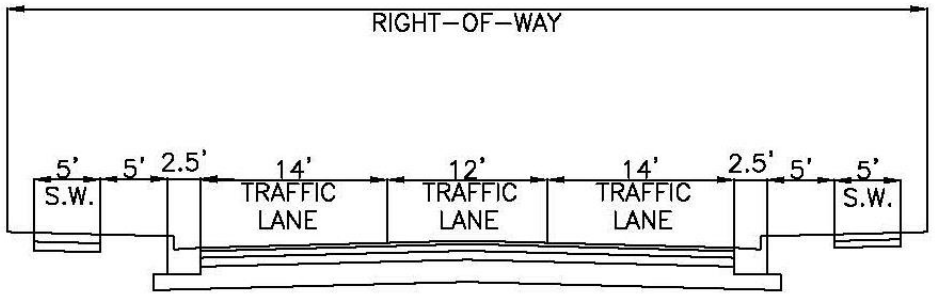
Roadway Width and Design

One (1) Year Crash Data (2017)

- 45 total crashes
- 24 Rear end crashes located in the existing 2 lane sections
- 17 Rear end crashes at intersections and within 3 lane sections
- 3 Roadway departure crashes
- 1 Right angle crash



HARPETH RIVER BRIDGE – LIBERTY PIKE



LIBERTY PIKE – HARPETH INDUSTRIAL COURT

DESIGN AND CONSTRUCTION QUESTIONS?

THANK YOU FOR YOUR TIME, ATTENTION, AND PARTICIPATION!

Project Contacts	Phone Number
William Banks, Project Manager	(615)-550-6677 or (615)-791-3218
Ben Worley, Right-of-Way Agent	(615)-791-3218
Jonathan Marston, Assistant Director of Engineering	(615)-550-6675