



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, September 10, 2019

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [19-0867](#) *Consideration of Event Permit for Porchfest sponsored by the Westhaven Foundation on October 5, 2019 in Westhaven

Sponsors: Deb Faulkner
Attachments: [Porchfest 2019 REVISED App.pdf](#)
2. [19-0870](#) Consideration of Event Permit for Franklin High School Homecoming Parade in Downtown Franklin on October 24, 2019. (WS 9/10/19)

Sponsors: Deb Faulkner
Attachments: [FHS Homecoming Parade REVISED App 2019.pdf](#)
3. [19-0871](#) Consideration of Event Permit for Pumpkinfest Sponsored by the Heritage Foundation in Downtown Franklin on October 26, 2019. (WS 9/10/19)

Sponsors: Deb Faulkner
Attachments: [Pumpkinfest REVISED app 2019.pdf](#)
4. [19-0872](#) Consideration of Event Permit for Dickens of a Christmas sponsored by the Heritage Foundation on December 14-15, 2019 in Downtown Franklin. (WS 9/10/19)

Sponsors: Deb Faulkner
Attachments: [Dickens 2019 REVISED App.pdf](#)
5. [19-0869](#) Consideration of Event Permit for Prayer Breakfast at the Park at Eastern Flank Battlefield Park sponsored by Unite Williamson on October 19, 2019. (WS 9/10/19)

Sponsors: Lisa Clayton
Attachments: [Unite Williamson 2019 REVISED App.pdf](#)

6. [19-0744](#) Consideration Of Ordinance 2019-27: An Ordinance To Rezone 38.66 Acres From Estate Residential (ER) District To Agricultural (AG) District For The Property Located North Of Old Charlotte Pike, East Of Future Mack Hatcher Parkway, And West Of Carlisle Lane. (Proposed Animal Control Center) (FMPC 8/22/19, 6-0; BOMA 9/10/19, 8-0; 10/8/19, 8-0) THIRD AND FINAL READING

Sponsors: Emily Hunter

Attachments: [ORD 2019-27 OLD CHARLOTTE COUNTY PROPERTIES with Map and Survey](#)
[MAP RES 2019-27 County Properties RZ](#)
[Boundary Survey ORD 2019-27](#)

Legislative History

8/22/19	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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7. [19-0766](#) Consideration Of Ordinance 2019-29: An Ordinance To Rezone 6.22 Acres From Specific Development-Residential (SD-R) District To Specific Development-Residential 14.31 (SD-R 14.31) District For The Property Located North Of Mallory Station Road And East Of Sunrise Circle, At 200 Mallory Station Road (Oakbrook PUD Subdivision, previously noticed as Mallory Station PUD Subdivision). (FMPC 8/22/19, 6-0; BOMA 9/10/19, 8-0; 10/8/19, 8-0) THIRD AND FINAL READING.

Sponsors: Emily Hunter

Attachments: [ORD 2019-29 Oakbrook PUD Rezone with Map and Survey.Law Approved 2](#)
[MAP ORD 2019-29 Oakbrook PUD](#)
[2019-08-01 Mallory Station Rezoing](#)
[Oakbrook Letter of Objection Response](#)
[2019.10.8 Letter to Aldermen re Oakbrook Subdivision Avenida Partners](#)

Legislative History

8/22/19	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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8. [19-0767](#) PUBLIC HEARING: Consideration Of Resolution 2019-77: A Resolution Approving A Development Plan For Oakbrook PUD Subdivision, For The Property Located North Of Mallory Station Road And East Of Sunrise Circle, At 200 Mallory Station Road (previously noticed as Mallory Station PUD Subdivision). (8/22/19 FMPC 6-0, 9/10/19 WS)

Sponsors: Emily Hunter

Attachments: [RES 2019-77 Oakbrook PUD with Map and Survey.Law Approved 2](#)
[MAP ORD 2019-29 Oakbrook PUD](#)
[7037 Mallory Station PUD DP Conditions of Approval 01a](#)
[2019-08-01 Mallory Station Developemnet Plan submittal](#)
[EMAIL CORRESPONDENCE ATTACHMENT 8.21.2019](#)
[EMAIL CORRESPONDENCE ATTACHMENT Response to Adjoiners19-0819](#)

Legislative History

8/22/19	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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9. [19-0762](#) PUBLIC HEARING: Consideration of Resolution 2019-74: A Resolution Adopting A Plan Of Services For The Annexation Of 4331 Long Lane, By The City Of Franklin, Tennessee. (8/22/19 FMPC 7-0, 9/10/19 WS)

Sponsors: Emily Hunter

Attachments: [RES 2019-74 4331 Long Lane PLAN OF SERVICES with Map.Law Approved](#)
[MAP RES 2019 74 AND 75](#)

Legislative History

8/22/19	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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10. [19-0763](#) Consideration of Resolution 2019-75: A Resolution To Annex Property At 4331 Long Lane, Consisting Of 58 Acres, Property Located South Of Long Lane And North Of Peytonsville Road And Adjoining The City Limits Within The Southeast Part Of The Franklin Urban Growth Boundary (UGB). (FMPC 8/22/19, 7-0; BOMA 9/10/19, 8-0; 10/8/19, 8-0) THIRD AND FINAL READING.

Sponsors: Emily Hunter

Attachments: [RES 2019-75 4331 Long Lane ANNEXATION with Map.Law Approved](#)
[MAP RES 2019 74 AND 75](#)
[Annexation Request 19-03-06](#)

Legislative History

8/22/19	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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11. [19-0764](#) Consideration Of Ordinance 2019-28: An Ordinance To Zone 58 Acres Estate Residential (ER) District, Hillside/Hillcrest Overlay (HHO) District, Goose Creek Character Overlay 4d (GCCO 4d) District, "Either" Development Standards, For The Property Located South Of Long Lane And North Of Peytonsville Road, 4331 Long Lane. (FMPC 8/22/19, 7-0; BOMA 9/10/19, 8-0; 10/8/19, 8-0) THIRD AND FINAL READING.
- Sponsors:** Emily Hunter
- Attachments:** [ORD 2019-28 ZONING 4331 Long Lane with Map.Law Approved](#)
[MAP ORD 2019-28 ZONE](#)
- Legislative History**
- | | | |
|---------|--|--|
| 8/22/19 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
|---------|--|--|
12. [19-0777](#) PUBLIC HEARING: Consideration Of Resolution 2019-78: A Resolution Adopting A Plan Of Services For The Annexation Of Several Properties, Located South Of Long Lane, East Of Interstate 65, Outside Of The Southeastern Part Of The Franklin Urban Growth Boundary (UGB), By The City Of Franklin, Tennessee. (8/22/19 FMPC 7-0, 9/10/19 WS)
- Sponsors:** Emily Hunter
- Attachments:** [RES 2019-78 PLAN OF SERVICES SE PROPERTIES with Exhibits.Law Apprc](#)
[RES 2019-78 PLAN OF SERVICES SE PROPERTIES with Exhibits.Law Apprc](#)
[RES 2019-78 MAP PLAN OF SERVICES](#)
[Annexation Request 19-05-23](#)
[24 Signed Affidavits 5-24-19](#)
[owner affidavit 2 parcels](#)
[owner affidavit parcel 133 01802](#)
- Legislative History**
- | | | |
|---------|--|--|
| 8/22/19 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
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13. [19-0779](#) Consideration Of Ordinance 2019-30: An Ordinance To Zone 474 Acres Estate Residential (ER) District, For The Property Located South Of Long Lane And East Of Interstate 65. (FMPC 8/22/19, 7-0; BOMA 9/10/19, 8-0; 10/8/19, 8-0) THIRD AND FINAL READING.
- Sponsors:** Emily Hunter
- Attachments:** [ORD 2019-30 Ordinance to Zone Annexed Area with exhibits.Law Approved](#)
[ORD 2019-30 MAP Exhibit A](#)
[Annexation Request 19-05-23](#)
[24 Signed Affidavits 5-24-19](#)
[owner affidavit 2 parcels](#)
[owner affidavit parcel 133 01802](#)
- Legislative History**

8/22/19 Franklin Municipal Planning Commission recommended favorably to the Board of Alderman and to the Work Session

14. [19-0835](#) Consideration of Ordinance No. 2019-33, An Ordinance Amending Title 16, Chapter 2 of the Franklin Municipal Code regarding Applications, No Construction within the Rights Of Way, Cool Springs Corridor from Thanksgiving Day through New Years Day. (BOMA 9/10/19 1st Reading 8-0) SECOND AND FINAL READING
- Sponsors:** Mark Hilty and Joe York
- Attachments:** [2019-33 ORD Title 16 Street Obstructions.Law Approved.pdf](#)
[No Construction within the R.O.W.pdf](#)
15. [19-0897](#) *Consideration of COF Contract No. 2019-0271 Parkland Impact Fee (Payment of Fee Only) Agreement for Wood Duck Court PUD.
- Sponsors:** Lisa Clayton and Kevin Lindsey
- Attachments:** [2019-0271 Wood Duck Court Parkland Impact Fee Agreement with Exhibit.Law](#)
16. [19-0875](#) *Consideration of Resolution 2019-93: A Resolution Authorizing the City Administrator and the City Attorney to Modify the Current On-Call Annual Contracts for Asphalt Work (COF Contract No. 2018-0037) and Concrete Work (COF Contract No. 2018-0038) to Better Reflect the On-Call Use of these Contracts Specifically Related to Retainage
- Sponsors:** Engineering
- Attachments:** [Resolution 2019-93 OnCallAnnual ContractModifications.Law Approved.pdf](#)
17. [19-0864](#) *Consideration Of Procurement Award To Sessions Paving Co. Of Nashville, Tennessee In The Total Estimated Amount Of \$172,248 For The Hillsboro Road Driveway Project (Purchasing Office Procurement Solicitation No. 2020-003; Contract No. 2019-0104)
- Sponsors:** Paul Holzen and William Banks
- Attachments:** [2020-003 Tabulation of bids](#)
[2020-003 Tabulation of bid line-item pricing](#)
[2019-0104 Procurement Agreement 2019.09.03.1637 with Att. Nos. 1-4.Law Ap](#)
18. [19-0859](#) Consideration of Contract 2019-0042, Contract with Community Housing Partnership for Receipt of Community Development Block Grant Funds from the City of Franklin as Reimbursement for Costs Associated With Construction of Single Family Homes that Benefit Low to Moderate Income Residents. (WS 9/10/19)
- Sponsors:** Tom Marsh and Kathleen Sauseda
- Attachments:** [2019-0042 CBDO Contract for CHP - Law Approved - signed by CHP.pdf](#)

19. [19-0786](#) Consideration of Resolution 2019-87, A Resolution Authorizing The Issuance Of General Obligation Refunding Bonds Of The City Of Franklin, Tennessee In The Aggregate Principal Amount Of Not To Exceed \$41,500,000, In Multiple Series; Making Provision For The Issuance, Sale And Payment Of Said Bonds, Establishing The Terms Thereof And The Disposition Of Proceeds Therefrom; And Providing For The Levy Of Taxes For The Payment Of Principal Of, Premium, If Any, And Interest On The Bonds (Finance 08/08/19 4-0, WS 9/10/19)

Sponsors:

Eric Stuckey and Kristine Brock

Attachments:

[Refunding Presentation for 9-10-2019 BOMA_FINAL](#)
[2019-87 RES GO Ref 2019CDE_Bond Resolution with Exhibits.Law Approved.;](#)
[Franklin 2019CDE - Form of Escrow Agreement \(Exhibit D to Detailed Resolutio](#)
[Franklin \(City\) - Series 2019 CDE GO Refunding_09.20.2019 - Revised.docx.pc](#)

Legislative History

8/8/19	Budget & Finance Committee	acknowledged
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20. [19-0560](#) *Consideration Of Recommendation To Reject All Proposals For Police Promotional Process Assessment Services For The Human Resources And Police Departments (Purchasing Office Procurement Solicitation No. 2019-016) (07-09-19 WS)

Sponsors:

Kevin Townsel and Deb Faulkner

Attachments:

[2019-016 Tabulation of proposals 2019.08.22](#)

Legislative History

7/9/19	Work Session	referred to the Board of Mayor & Aldermen
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21. [19-0848](#) Consideration of Resolution No. 2019-83 - Validating the Amount to Close-Out the Recovery of Off-site Sanitary Sewer and Water Improvements for Battle Ground Academy and Authorizing the Final Reimbursement of \$ 52,500. (WS 9/10/19)

Sponsors:

Lynn Osland

Attachments:

[BGA - Echo Estates - Sewer Access Agmt Only - 12.14.2004.pdf](#)
[2019-83 RES_BGA Sewer Access Fee Recovery Close-out.Law Approved.pdf](#)

Other Business**Adjournment**

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

OFFICE USE ONLY:

Permit No:

REMOVED 5/30/19



HISTORIC
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TENNESSEE

CITY OF FRANKLIN EVENT PERMIT APPLICATION

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

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

Please check
all that apply:

☒ street closure

☐ parade

☐ other special event

☐ beer served (*separate permit required*)

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

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

___ Aspen Grove Park

___ Liberty Park

___ Eastern Flank Battlefield Park

___ Fieldstone Farms

___ Pinkerton Park

___ Jim Warren Park

___ Harlinsdale Farm

Other: Westhaven

2) Name/purpose of event: Westhaven Porchfest

3) Date or dates of event: Saturday, October 5, 2019

4) Time of Event: 2pm - 6pm 1:30

5) Time of Street Closure (if applicable): 2:30pm - 6:30pm

Set-Up Date/Time: 10/5/19 2pm

Tear-down Date/Time: 10/5/19 6pm

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

6) Name of Applicant and Organization Requesting Permit:

The Westhaven Foundation

a) Address: 188 Front St Suite 116-25 Franklin TN 37064

b) Phone: 615-791-6740

c) Cell: 615-642-2948

d) Fax: N/A

e) E-mail address: amy.law@southernland.com

7) Person in charge on day of event: Amy Law

Cell: 615-642-2948

E-mail address: amy.law@southernland.com



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TENNESSEE

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

Name: Jan Cooper Cell: 770-876-0991 E-mail address: jan.cooper@southernland.com

Name: Mark McCutcheon Cell: 615-397-7036 E-mail address: mark@westhavenfoundation.org

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

This will be the 8th year for this event. We will have approx 16 porches hosting music. We've moved the event to Oct to reduce attendance. We have eliminated the evening concert. We will need to close the streets around the areas where music will take place.

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

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

not sure - 1,000 - 2,000?

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

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

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

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

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

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

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

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



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- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
PA systems on porches
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
Small PA systems
- 23) During what time period is sound amplification requested? 3pm - 6pm
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.).
Small bands or acoustic / singer-songwriter type performers
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.** ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages **MUST** be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets. TBD Food trucks
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. Volunteer Committee

- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

29) ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*

30) Will you require a temporary water tap? Circle Yes or No If yes, please list exact locations:

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

32) Will your event include tents or other temporary structures, propane use, or open flames? Circle yes or no Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*

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

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

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



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FRANKLIN
TENNESSEE

PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.

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

BY: Alan Westhaven Date: 4/23/19
(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

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

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



2019 Porchfest Event Description

Porchfest is scheduled for October 5, 2019. This is the 8th year for this event, but we are scaling the event back this year. Historically, we have done music on porches followed by an evening concert at the lake with food trucks and vendors.

This year, we are eliminating the evening portion of the event and only doing music on porches from ~~4~~ 3pm to 6pm. We have not identified the porches but hope to do so soon. Music will be played on porches from ~~4~~ 3pm until 6pm.

We will use the Westhaven Residents' Club as the hub this year, with a few food trucks and several portable toilets.

We will also be using a large undeveloped area north east of Townsend Blvd as a parking area and people will walk down Townsend Blvd (or shuttle) to begin accessing porch music.

We will provide more detailed information soon, but wanted to get the preliminary date on the calendar.

This event is put on by the Westhaven Foundation with support from Southern Land Company, LLC.

2018 Westhaven Porchfest Committee

Presented by the Westhaven Foundation

Amy Law
amy.law@southernland.com
(615) 791-6740 (office)
(615) 642-2948 (cell)

Jan Cooper
jan.cooper@southernland.com
(770) 876-0991

Mark McCutcheon
mark@westhavenfoundation.org
(615) 394-7782 (cell)

Other committee Members:

Jenni Vaught
Barbra Watkins
John Mallory
Dana Hardy
Larry Yarborough



TENNESSEE DEPARTMENT OF REVENUE

SALES AND USE TAX CERTIFICATE OF EXEMPTION

THE WESTHAVEN FOUNDATION, INC.
188 FRONT ST PHB 116-25
FRANKLIN TN 37064-5078

Effective Date: July 1, 2015
Exemption Number: 780286648
Expiration Date: June 30, 2019
 401 CHELTENHAM AVE
 FRANKLIN TN 37064-0564

The Tennessee Department of Revenue has issued a tax-exemption number for the educational, religious, historical, or charitable non-profit organization or institution named above. State law (Tenn. Code Ann. § 67-6-322) gives the Department the authority to allow this organization to make tax-exempt purchases of goods and services that it will use, consume or give away. This authorization for exemption does not extend to sales tax that the organization must collect or pay on its regular sales of goods or taxable services.

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

The organization must furnish its suppliers of goods and services with a copy of this certificate. The lower portion of the certificate must be properly completed. The organization must retain the original certificate for copy purposes. The supplier will maintain a file copy as evidence of the exempt sale to the organization. Later purchases made before the expiration date do not require the submission of additional copies.

The organization must notify the Department immediately if it ceases to exist or if its location or mailing address changes.

Richard H. Roberts
 Commissioner of Revenue

To Be Completed by the Organization

TO: Supplier's Name _____
Address _____
City _____ **State** _____ **Zip** _____

I, _____, as an authorized representative of the organization named above, affirm that the purchases made under this authority will be used and consumed by the organization or will be given away.

Under penalty of perjury, I affirm this to be a true and correct statement.

Print Name of Organization _____

Print Name of Purchaser _____

Signature of Purchaser _____ **Date** _____

Draft of Good Neighbor Letter for Porchfest 2019

(Insert Date)

Westhaven residents,

We are excited to announce that the 8th annual Westhaven Porchfest event is taking place in the Westhaven community on Saturday, October 5, 2019 from 3pm until 6pm. We're changing things up a bit this year! Here are the details:

1. We heard you telling us it was too hot in past years and we agree! We're going to give early October a try this year!
2. We're scaling the event back a little bit this year for a few reasons:
 - a. We wanted to go back to more of a "grassroots" feel for the event. We still want lots of people to attend and enjoy this incredible event but "de-commercialize" it a bit.
 - b. This year, we do not have access to an area by the lake to do the evening festivities, but we think that is a positive in order to reset the event.
3. Basically, here's how it works. From 3pm until 6pm, artists/bands will be playing music throughout the neighborhood on various pre-assigned porches. The locations of the porches are identified on the attached map and on the westhaventn.com website.
4. Streets will be blocked off around most porches from 2:30pm until 6:30pm.
5. This year, like last year, we will not allow street parking in the heart of the community where porches are. New this year, we have identified a large area near off of the construction road where we will route outside attendees to park and then they will walk or shuttle to porches to hear music. We will be turning some streets into "pedestrian only" streets.
6. Joy Rides and Nissan will be providing a shuttle service again this year.

We are continuing to work with the Franklin Police and Fire Departments to make sure this event meets the following common goals:

1. To ensure a safe and pleasant environment/experience for all participants;
2. To ensure access to every home in case of an emergency;
3. And to continue to provide a quality, high caliber music event!

Two of the items we have let folks know about for the past two years will still apply to the 2018 event:

1. All golf carts (other than utility carts used by event organizers) must be street legal and licensed.
2. Open containers of alcohol are not allowed on public streets.

We are excited to be able to provide this amazing event in the Westhaven community and thank you for volunteering porches, attending the event, inviting out-of-town friends in for the event, etc. The event would not be successful without engagement, support, and participation by all residents.

If you have any questions, please feel free to contact our committee at porchfest@southernland.com.

Best regards-

Amy Law
Director of Community Management
Southern Land Company

Westhaven Porchfest

Helicopter Landing
Option 4

Helicopter Landing
Option 2

Helicopter Landing
Option 1

Helicopter Landing
Option 3

Food Trucks

Music Locations

- 1 1203 STATE BLVD
- 2 404 PEARRE SPRINGS WAY
- 3 219 PEARL ST
- 4 416 PEARRE SPRINGS WAY
- 5 1106 PORTER ST
- 6 401 CHELTENHAM AVE
- 7 94 CHELTENHAM AVE
- 8 1206 STATE BLVD
- 9 108 MAJESTIC LN
- 10 211 PEARL ST
- 11 252 PEARL ST
- 12 1638 TOWNSEND BLVD
- 13 1708 TOWNSEND BLVD
- 14 1820 TOWNSEND BLVD
- 15 112 FITZGERALD ST
- 16 1710 TOWNSEND BLVD
- 17 105 FITZGERALD ST
- 18 109 FITZGERALD ST

FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials Copyright © 2018.



Restrooms



Medical



Officer



Helipad



Music Locations



Closed Roads



Event Parking



Porchfest 2019

- Untitled layer
-  Parking Area

 Parking Area

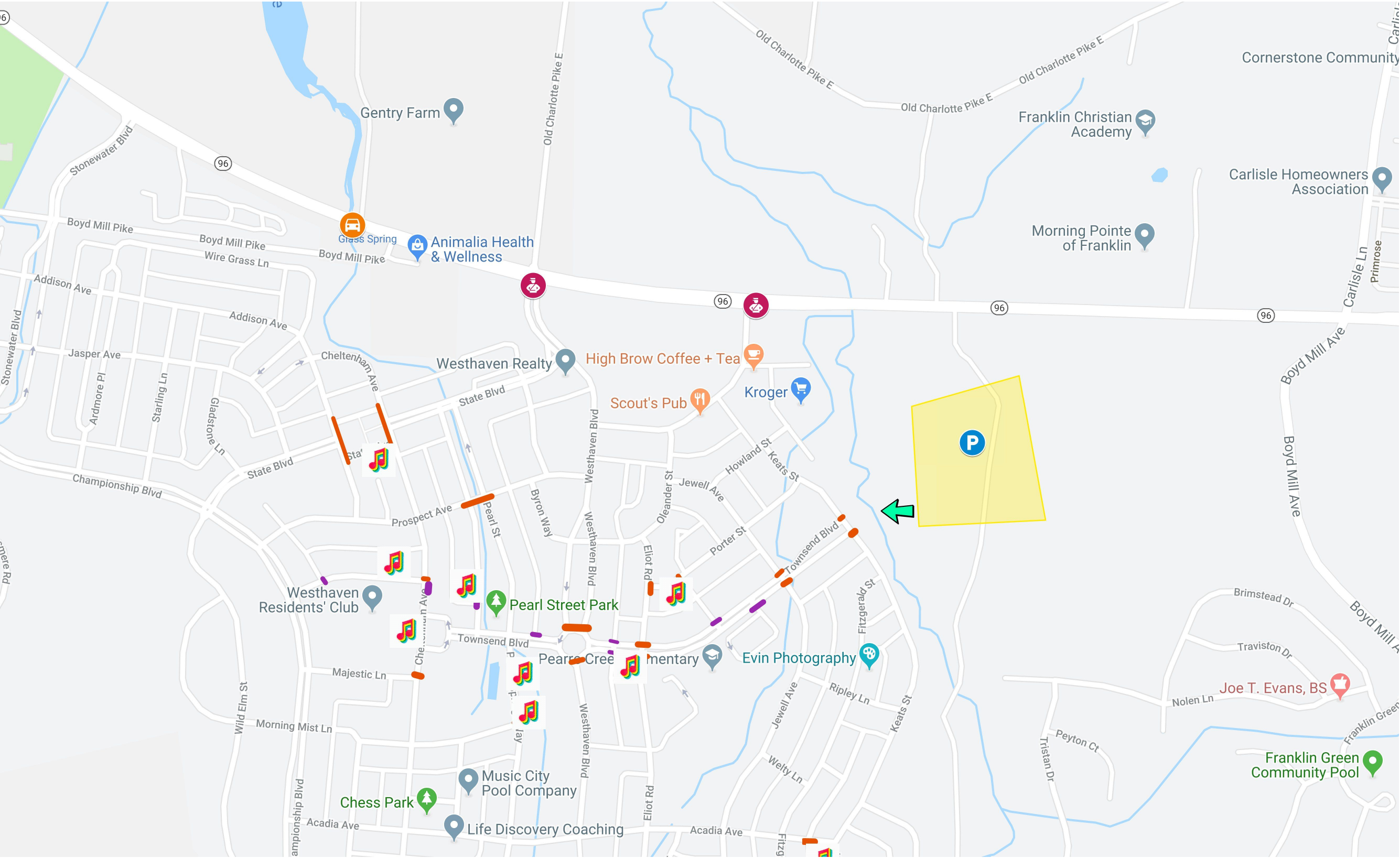
 Point 4

Road Closures

-  Line 1
-  Line 2
-  Line 3
-  Line 4
-  Line 5
-  Line 6
-  Line 7
-  Line 8
-  Line 9
-  Line 10
-  Line 11
-  Line 12
-  Line 13
-  Line 14
-  Line 15
-  Line 16
-  Line 17
-  Line 19
-  Line 20
-  Line 21
-  Line 22
-  Line 23
-  Line 24
-  Line 25
-  Line 26
-  Line 27

Porch Hosts

-  9106 Keats St
-  1203 State Blvd



-  404 Pearre Springs Way
-  1825 Townsend Blvd
-  219 Pearl St
-  416 Pearre Springs Way
-  1106 Porter St
-  104 Glass Springs Dr
-  Point 9

Untitled layer

-  Police Officer
-  Police Officer
-  Resident Only Entrance

Staff Conditions:

Staff recommends approval of the event application with the following recommendations:

- Applicant has provided a \$1,000 refundable damage deposit to City prior to event.
- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.
- Applicant has contracted with a parking company to ensure attendees are parking in designated area.
- ***Risk Management:***
 - Applicant will provide certificate of insurance naming the City as additional insured.
- ***Police Department:***
 - Applicant will hire recommended number of City of Franklin extra duty officers.
 - Applicant will stay in communications with the Department leading up to the event.
- ***Fire Department***
 - Alleyways must remain accessible for emergency vehicles throughout the event.
 - Applicant will meet with the Department at least 30 days prior to event to discuss Department's requirements.
- ***Sanitation and Environmental Services Department:***
 - Department will provide at least 20 roll-out containers and recycling frames.
 - Applicant will provide volunteers for clean-up.

OFFICE USE ONLY:

Permit No:

CITY OF FRANKLIN Parade 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 the application does not guarantee that the parade request will be granted

I am requesting a: ☒ street closure ☒ parade permit
☐ other special event ☐ beer served (separate permit required)

Please supply the following information. If additional space is needed, use a separate sheet of paper and attach to the application.

- 1) **Location requested (if Temporary Street Closure only, list major roads to be closed)**
☐ Aspen Grove Park ☐ Liberty Park ☐ Eastern Flank Battlefield
☐ Field Stone Farms ☐ Pinkerton Park ☒ Other: **Main Street**
☐ Jim Warren Park ☐ Harlinsdale Farm
- 2) Name/ purpose of event: **Franklin High Homecoming Parade**
Thursday 24
- 3) Date or dates of event: **Friday, October 25, 2019**
- 4) Time of event: **Beginning: 10:30am (9:15 set-up) Ending: 11:00am**
- 5) Time of street closure (if applicable): **10:20am-11:00am Thursday, Oct. 24**
Set-up Date/Time: 10/25/19 at 9:15 am Tear-down Date/Time: 10/25/19 at 11am
*Note: Two (2) hours will be added before set-up time and two hours (2) will be added after tear-down to allow time for clean-up. Event is responsible for payment of Franklin Police Officers during this time. Read Additional Requirements sections for more information.
- 6) Name of Applicant and Organization Requesting Permit:
Willie Dickerson, principal; Franklin High School
 - a) address:
Franklin High School
810 Hillsboro Road, Franklin, Tennessee 37064
 - b) Phone: **615-472.4450** c) cell: **N/A** d) fax: **615-472-4478**
 - e) Email address:
willied@wcs.edu
- 7) Person in charge on day of event:
Lindsay Sproles cell: **423-202-1850** email: **lindsay.sproles@wcs.edu**
- 8) Name and Cell Number of at least two others available on day of event:
Casey Dowty cell: **270-627-6362** email: **casey.dowty@wcs.edu**
Willie Dickerson cell: **615-394-4587** email: **willied@wcs.edu**

- 9) DETAILED description of event

The FHS Homecoming parade is an annual event that many members of the community have come to look forward to each year. The FHS student council works with businesses of the downtown community to foster a spirit of community and make the parade and the homecoming a success and event of which the city may be proud. The FHS Homecoming parade provides an opportunity for the community to come together in support of the school. The floats and student cars provides an opportunity for students to display pride in their community and demonstrate spirit for their school. The parade is a positive tradition that many community members and alumni look forward to each year.

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

Main Street at 5th Avenue to Main Street at 2nd Avenue – See Map.

- 11) An estimated number of persons who will participate and an estimated number of attendees expected to attend during the course of the event:

***Approximately 400 – 500 students will participate in the parade
Approximately 1200 students will view the parade
Members of the community may view the parade***

- 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 your organization.

All parade activities are being organized by the administration of Franklin High School in conjunction with the Student Council and the Student Council mentors. The organizers may be reached by contacting the school at 615.472.4450

- 13) Is your organization based in Williamson Country: **YES**
- 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? If yes, please attach a copy of IRS tax exemption letter providing proof of status. **YES**
- 16) Will you charge and admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. **NO**
- 17) Will any charity, gratuity, or offers be solicited or accepted during the event? **NO**
- 18) Is this event a fundraiser? If yes, what organization will be benefactor of event? What percentage of funds will they receive? **NO**

- 19) Will parking in the area of the parade need to be restricted or prohibited during such closure?
NO
- 20) Will any sound amplification equipment be used during the parade?
NO
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)? **N/A**
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
Only school marching band
- 23) During what time period is sound amplification requested? **N/A**
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.) **N/A**
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for this event? If yes, Applicant must give specific details as to the location and types of games/activities, i.e. inflatables, horseshoes, relay races, etc. along with the name of the company providing the sates and/or activities. Applicant must also include a copy of that company's insurance certificate indicated 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 and end of event. ***Rented inflatables/interactive that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
NO
- 26) What, if any, vendors will be present at event (i.e. medical related, shirts, arts, etc.) Please provide detailed list. Use additional sheets. **NO**
- 27) Will food, beverages, or merchandise be sold or given away? If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Questions #28. **NO**
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check list Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (Provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.
- 29) ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a **grease waste hauler** to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping

of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*

30) Will you require a temporary water tap? **NO**

31) Will alcohol, beer, and/or wine be given away or sold? **NO**

32) Will your event include tents or other temporary structures, propane use, or open flames? **NO**

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

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

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

Franklin High School

810 Hillsboro Road,
Phone: (615) 472-4450

Principal: Willie Dickerson

Assistant Principals: Sarah Reynolds,
Jason Eubanks, Marlon Ruck,
Edwin Ruth



An International Baccalaureate School

Franklin, TN 37064
Fax: (615) 472-4478

Counseling Center: Gwen Parks,

Angela Sawyers, Leticia Varela
Dan Winfree, Susan Womack
Counseling Fax: (615) 472-4479

July 8, 2019

Dear Franklin Community,

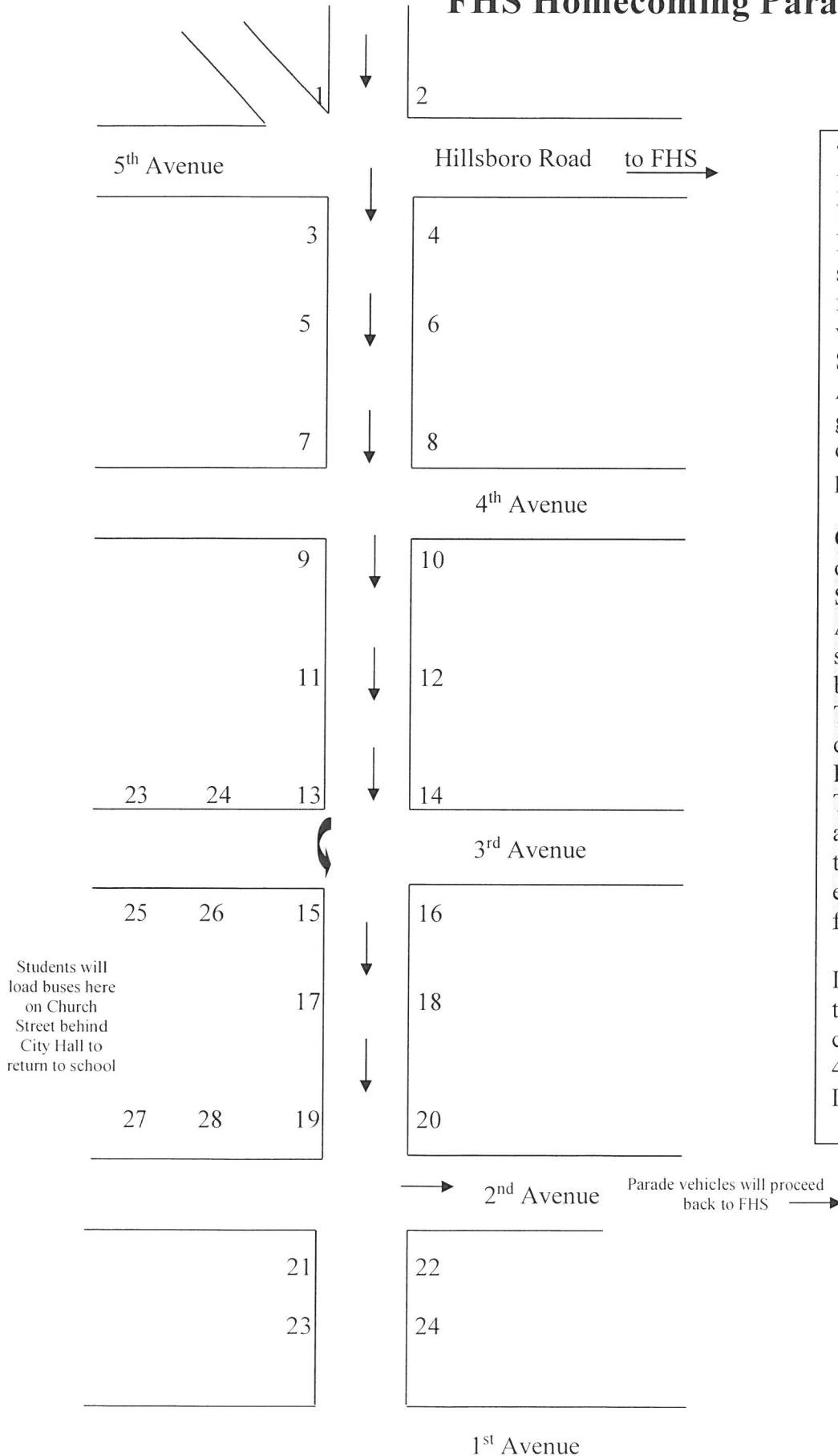
It is with great excitement that we announce Friday, October 25, 2019 will be Franklin High School's Homecoming. Following our longstanding tradition, we will have a parade through downtown at 10:30 am on Homecoming Day. The students and faculty always anticipate with great excitement this day of celebration, as do many in the community. We appreciate all the support and encouragement the greater Franklin community regularly offers to our school, students and staff. We invite you all to celebrate with us Franklin High's Tradition of Excellence and Homecoming festivities.

Please do not hesitate to contact us at school if we can be of any assistance to you as we continue to plan for Homecoming 2019.

Sincerely,

Willie Dickerson
Principal, Franklin High School
615-472-4450
willied@wcs.edu

FHS Homecoming Parade Map



The Franklin High School Homecoming Parade will begin final staging on West Main Street. Cars and floats should approach West Main from 11th avenue. The parade will progress down Main Street turning right on 2nd Avenue and concluding at the gravel parking lot near the end of 2nd Avenue before proceeding back to FHS.

Class floats need to be parked on the right side of West Main Street between 7th and 8th Avenues (in the wide shoulder) before the street becomes a one-way street. The floats need to be downtown by 9:15 am on Friday, October 25, 2019. The parade will begin at 10:30 am on Friday. Please be on time make sure you allow enough time to transport your float.

If you have any questions on the day of the parade, please call either Lindsay Sproles at 423-202-1850 or Casey Dowty at 270-627-6362.



HISTORIC
FRANKLIN
TENNESSEE

**PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.**

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

BY: _____

(Signature and title – must be officer of organization)

Date: _____

7/8/19

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

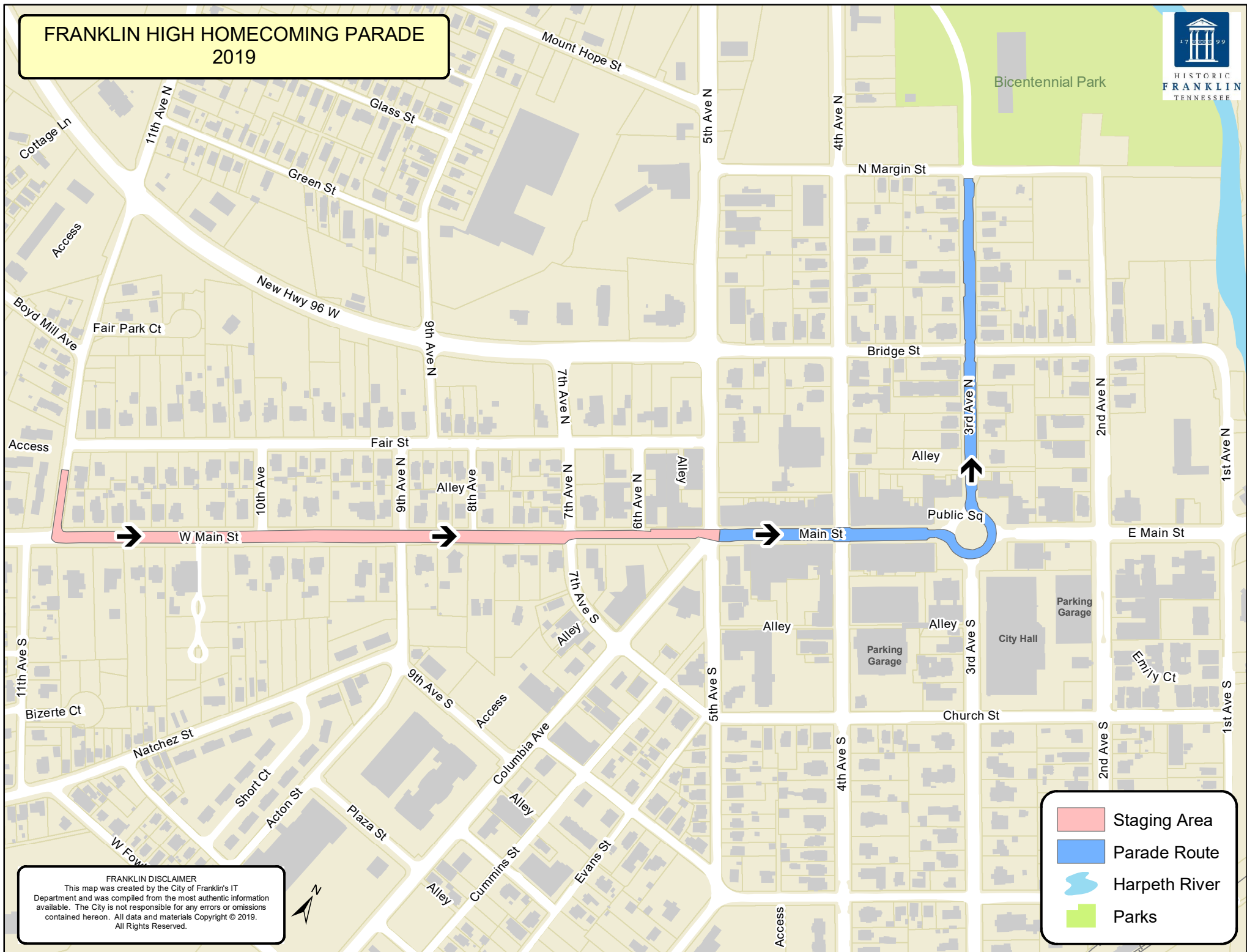
Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

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

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

FRANKLIN HIGH HOMECOMING PARADE 2019



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 © 2019. All Rights Reserved.

Staff Conditions:

Staff recommends approval with the following conditions:

- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.
- ***Risk Management:***
 - o Certificate of insurance naming the City as additional insured
- ***Police Department:***
 - o Applicant will hire recommended number of Franklin Police Officers to open/close streets and to provide security and traffic control.



City of Franklin

Special Event Permit Application

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

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

Please list all that apply:

- Festival/Fair

- Name/purpose of event:** Pumpkinfest 2019
- Location Requested:** (if Temporary Street Closure, list major roads to be closed):
Main Street from 1st to 5th
3rd Ave from Church to Bridge
4th Ave from Garage to Visitor Center
Halinsdale Farm - for parking
- Date or dates of event:** 10/25/2019, 10/26/2019
- Start/End Times of Event:** Event is October 26, 2019 10am-7pm
Street closure starting Friday (10/25) at 8pm
What date/time will set-up begin? 10/25/2019 8:00 PM
What date/time will tear-down be complete? 10/26/2019 9:00 PM
**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
- Time of Street Closure** (if applicable): Friday, October 25 at 8pm until Saturday, October 26 at 9pm
- An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 65,000 Event Staff/Volunteers: 50 Total: 65,050
- Name of applicant and Organization Requesting Permit:**
Hannah Johnson - Heritage Foundation
a) **Address:** Po Box 723
Franklin, TN 37065
b) **Phone:** 6155122552 c) **Cell:** d) **Fax:**
e) **E-mail address:** hjohnson@williamsonheritage.org
- DETAILED description of event** (use additional sheets):
The Heritage Foundation's 36th Annual Pumpkinfest is Middle Tennessee's largest family fall festival returning this year on October 26, 2019. With over 65,000 people in attendance, the festival stretches along Main Street and it's side avenues in downtown Franklin and offers tons of festive fun for people of all ages. This event will include a costume contest for all ages and a Kids Zone presented by Church of the City. This is a free community street festival featuring arts & crafts vendors, food trucks, entertainment areas for music & dance performers & a Kids Zone.

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

Please detail any restricted parking areas on the event map.

Event Map: [2019 Pumpkinfest Map.pdf](#)

10. **Person in charge on day of event:** Hannah Johnson

Cell: 2176493514

E-mail address: hjohnson@williamsonheritage.org

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

Name: Liz Hall **Cell:** 615-319-0289

E-mail address: lhall@williamsonheritage.org

Name: Heather Kantor **Cell:** 615-975-4534

E-mail address: hkantor@williamsonheritage.org

- 12.

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

Administrative Contact List: [Staff & Board List .pdf](#)

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

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

15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes

IRS tax exemption letter: [501c3.pdf](#)

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

Average admission fee:

17. **Will you charge a vendor participation fee?** Yes

Average vendor participation fee? Arts & Craft Vendors - \$325-\$425 Food Vendors - \$595-\$1,295

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

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

20. **Is this event a fundraiser?** Yes

What organization will be the benefactor of event? Heritage Foundation Williamson County, TN

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.** Will provide vendor list closer to event date. Application deadline is end of July
25. **Will food, beverages, or merchandise be sold or given away?** Yes
Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
Clean Up Plan and Provider: [Clean Up Provider.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?** Yes
If yes, please list exact locations: 3rd Ave S
4th Ave & Main
28. **Will alcohol, beer, and/or wine be given away or sold?** Yes
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.
29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
Good Neighbor Letter: [Good Neighbor Letter.pdf](#)
Good Nieghbor Letter Mailing List:



Rules and Regulations

Please Read All Attachments Before Signing Application.

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

BY: [Signature] - Festivals Manager Date: 6-12-19
(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) *
*

Vendors are responsible for cleaning up and disposing trash into cans.

Provider - City of Franklin Sanitation

Event Name: Pumpkinfest 2019

Signature: _____



FORM 1

Buildings, Structures, & Power Sources

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

- Any site-built platforms (stages) and/or bleachers

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: Pumpkinfest 2019

Signature: _____



FORM 1

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: Hannah Johnson - Heritage Foundation

Event Name: Pumpkinfest 2019

Event Date(s): 10/25/2019, 10/26/2019

1. **Time amplification equipment will be used:** From: 09:00:00 AM To: 06:00:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). *Provide map/layout if necessary:*
Main Stage on Main Street and Acoustic Stage on Public Square
Sound Amplification Map: [2019 Pumpkinfest Map.pdf](#)

3. **For what purpose will sound amplification be used?** *Please list all that apply:*

- Announcements/Speeches
- Band/Singers
- Sound System

4. **Type of Amplifier:**

- Fixed
- PA System

5.

Number of Amplifiers: 5	Number of Speakers: 5	Number of Performers: 15
--------------------------------	------------------------------	---------------------------------

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

Name: Hannah Johnson

Cell: 2176493514

E-Mail: hjohnson@williamsonheritage.org

Name: Liz Hall

Cell: 6153190289

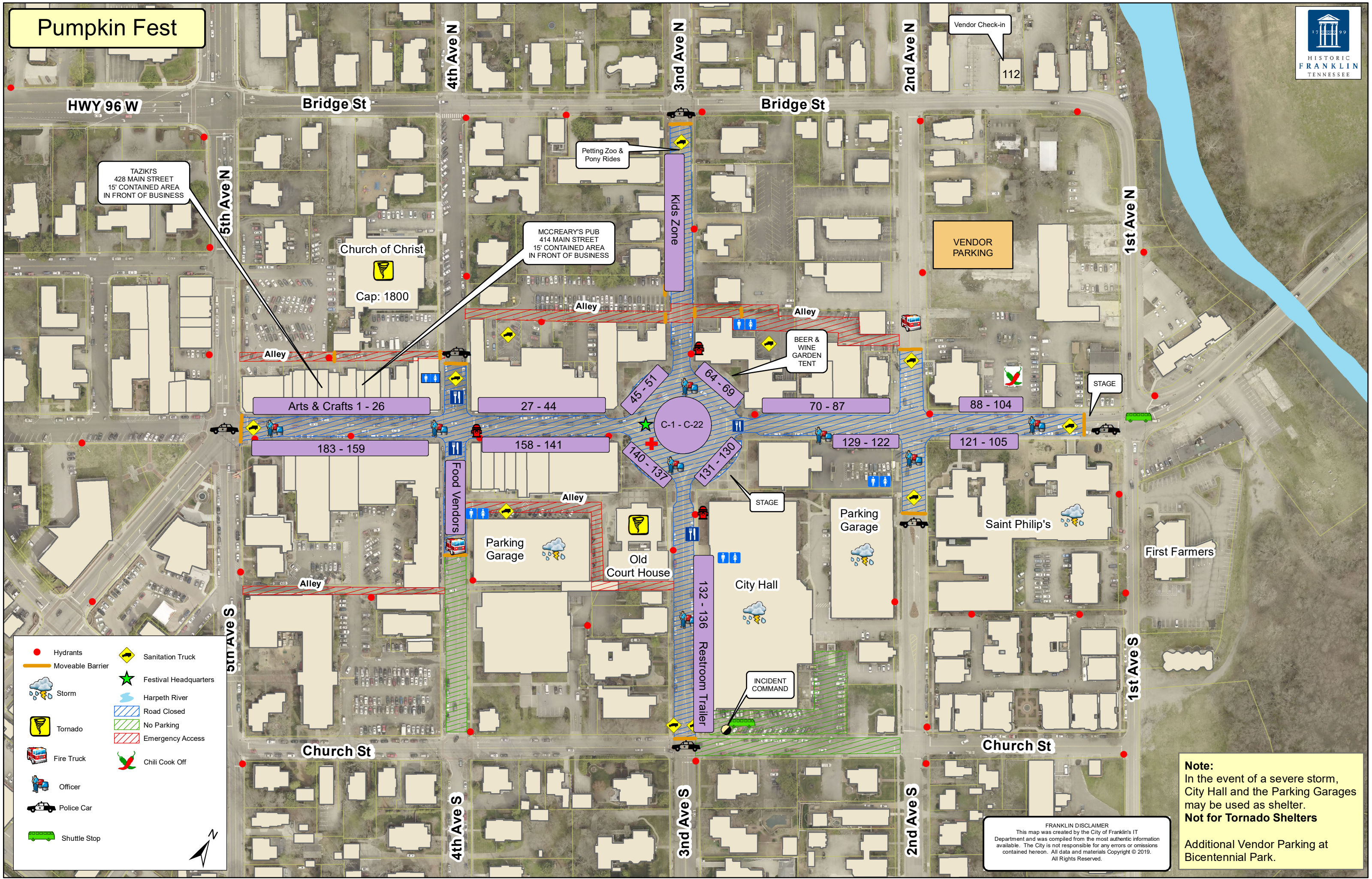
E-Mail: lhall@williamsonheritage.org

Authorized Signature: Hannah Johnson

Date: 07/17/2019

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.

Pumpkin Fest



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

Additional Vendor Parking at
Bicentennial Park.

FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT
Department and was compiled from the most authentic information
available. The City is not responsible for any errors or omissions
contained herein. All data and materials Copyright © 2019.
All Rights Reserved.

Heritage Foundation Board

David Garrett
Sean Carroll
Pam Chandler
Josh Denton
Bryan Doleshel
Cassie Jones
Chris Knopf
Emily Magid
Sondra Morris
Jennifer Parker
Danny Anderson
Tyler Borders
Lisa Campbell
Adam Dietrich
Donna Douglas
Stephanie Farmer
Tracy Frist
Kay Heller
David Hopkins
Ann Johnson
Jeff Ledbetter
Ellen Smith
Nancy Smith

Heritage Foundation Staff

Miriam Wiggins
Blake Wintory
Rick Warwick
Bari Beasley
Shannon Lapsley
Alex Hayes
Meg Hershey
Liz Hall
Kaylen Carrick
Heather Kantor
Hannah Johnson
Jaryn Abdallah
Gerald Odom

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: March 19, 2001

Person to Contact:
Richard Owens 31-00913
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
23-7042596

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

Dear Sir or Madam:

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

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

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

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

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

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

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

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

Heritage Foundation of Franklin and Williamson County Tennessee
23-7042596

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

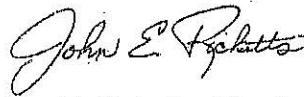
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public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

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

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

This letter affirms your organization's exempt status.

Sincerely,

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

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

July 1, 2019

DRAFT – Good Neighbor Letter

Dear Neighbor,

The Heritage Foundation is excited to host the 36th Annual Pumpkinfest Presented by Jackson on October 26, 2019 in Downtown Franklin. This letter is to notify you of the event and to provide details about street closures, amplified entertainment, and other activities scheduled to take place that weekend.

Parking along Main Street between 1st and 5th Avenues will be restricted after 3 pm on Friday, October 25.

Main Street will close to vehicle traffic at 8 pm on Friday and remain closed until 8 pm on Saturday, October 26. In addition, 3rd Avenue S. from Church Street to the Public Square, 3rd Avenue N. from the Public Square to Bridge Street, 4th Avenue S. from Main Street to the parking garage entrance, and 4th Avenue N, from Main Street to Bridge Street will be closed during the same time.

The festival will include more than 150 arts & crafts sellers, food vendors, children's activities and stage performances from dance and musical artists.

Specific festival elements will be located as follows:

- Arts & Craft Booths Main Street from 1st – 5th Avenues & 3 Avenue S.
- Food Vendors – 4th Avenue S. from Main Street to Garage
- Entertainment Stages – Main Street at 1st Avenue and on Public Square
- Kids Zone – 3rd Avenue N.

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

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

Sincerely,

Hannah Johnson
Festival Manager
Heritage Foundation of Williamson County, TN
hjohnson@williamsonheritage.org

Date: August 1, 2019
Applicant: Hannah Johnson
Project Title: Pumpkinfest 2019
Project Address:

Open Issues: 9

BNS

[Pumpkin Fest_COF Map.pdf](#)

4. Harpeth Hotel Guests

allenl@franklintn.gov	How will guests at the Harpeth Hotel access the parking garage entrances with E. Main and 2nd Av. N. being blocked?
--	---

electrical

[2019 Pumpkinfest Map.pdf](#)

2. electric permit

rane@franklintn.gov	An electric permit and inspection is required. Please acknowledge [Edited By Ran Edwards]
--	--

Fire-Planning

General Issues

5. Fire Department Access

curt.edelmann@franklintn.gov	Provide a dimensioned or scaled drawing of the Kid's Zone to verify sufficient access for emergency vehicles.
--	---

6. Drawings

curt.edelmann@franklintn.gov	The Pumkinfest COF Map does not show the new Harpeth Square building. Verify that building management is agreeable to losing the Main Street access to the parking structure.
--	---

It may also be necessary to move the blockade vehicles further south on 2nd Avenue North to maintain access to the hotel / parking garage.

7. Stages

curt.edelmann@franklintn.gov	Stages will require a minimum 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
--	--

8. Tents

1. Tents must be properly anchored. Tents 20-feet by 20-feet and larger must be anchored in accordance with manufacturer's instructions. Concrete blocks are preferred over water barrels. Water barrels will not be permitted if high winds or storms are forecasted.
2. Tents 20-feet by 20-feet and larger must have at least one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
3. Tents 20-feet by 20-feet and larger must have a label or certificate showing that the tent fabric meets flammability standards.
4. Pop-up vendor tents must have a minimum of 40-pounds of ballast on each pole.
5. Pop-up tents using open flames, such as, candles, portable heaters, torches, must have one ABC fire extinguisher that is fully charged.

[Edited By Curt Edelmann]

9. Mobile Food Vendors

Mobile food vendors must meet the following requirements:

1. Mobile food vendors with cooking operations require a minimum 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
2. Mobile food vendors with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
3. Mobile food vendors using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
4. Mobile food vendors using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals.

10. Food Trucks

Food trucks must meet the following requirements:

1. Food trucks with cooking operations require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
2. Food trucks with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
3. Food trucks with cooking operations that produce grease-laden vapors must have a Type 1 hood with a fire suppression system. The suppression system must have a current inspection tag issued by a licensed fire equipment distributor.
4. Food trucks using propane must have a propane gas detector.
5. Food trucks using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
6. Food trucks using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals.

1. Certificate of Insurance

chris.edwards@franklin.tn.gov Need COI for approval

Staff Conditions:

Staff recommends approval with the following conditions:

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

Building & Neighborhood Services:

- Special Event Electrical Permit will be required.

Risk Management:

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

Streets Department:

- Fourth Avenue North will close at 5 a.m. on Friday, October 25th.
- "No Parking after 3 p.m." signs will be placed along Main Street on Friday morning.
- Main Street will close to traffic at 8 p.m. on Friday, October 25th.
- "No parking" signs placed along Fourth Avenue South on Saturday, October 26th. This area will be used for City vehicles only.
- "No parking" signs placed along Church Street on Friday, October 25th.
- Church Street Parking Lot will be closed for official vehicles.
- Applicant or designee will stay present at event until all vendors are gone.
- Department will provide clean-up crew for after the event.

Police Department:

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

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

Revenue Management:

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

Sanitation and Environmental Services Department:

- Department will provide crews for cleanup during event.

Water Management Department:

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

Fire Department:

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



City of Franklin

Special Event Permit Application

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

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

Please list all that apply:

- Festival/Fair

- Name/purpose of event:** Dickens of a Christmas
- Location Requested:** (if Temporary Street Closure, list major roads to be closed):
Main Street from 1st to 5th
3rd Ave from Church to Bridge
4th Ave from Garage to Visitor Center
Harlinsdale Farm - Parking
- Date or dates of event:** 12/14/2019, 12/15/2019
- Start/End Times of Event:** Saturday, December 14th 10am - 7pm
Sunday, December 15th 11am - 4pm
What date/time will set-up begin? 12/13/2019 8:00 PM
What date/time will tear-down be complete? 12/15/2019 6:00 PM
**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
- Time of Street Closure** (if applicable): Friday, December 13th at 8pm until Sunday, December 15th at 6pm
- An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 60,000 Event Staff/Volunteers: 50 Total: 60,050
- Name of applicant and Organization Requesting Permit:**
Hannah Johnson - Heritage Foundation
a) Address: Po Box 723
Franklin, TN 37065
b) Phone: 6155122552 **c) Cell:** **d) Fax:**
e) E-mail address: hjohnson@williamsonheritage.org
- DETAILED description of event** (use additional sheets):
Step back in time with the Heritage Foundation of Williamson County, TN when Dickens of a Christmas presented by First Citizens National Bank returns to Franklin's Main Street December 14-15, 2019.
More than 200 musicians, dancers and characters will fill the streets, including many from Charles Dickens's most popular stories. Expect to see and interact with the nefarious Fagin from *Oliver Twist*; Jacob Marley, Ebenezer Scrooge and Tiny Tim Cratchit with his parents from *A Christmas Carol*; and of course, a Victorian Father and Mother Christmas with treats for children.
Expected attendance for the festival is 60,000.

9. **ENCLOSE A DETAILED MAP** of event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. ***For large-scale events, map should be obtained from the City's GIS division***
- Please detail any restricted parking areas on the event map.**
- Event Map:** [2019 Dickens Map.pdf](#)
10. **Person in charge on day of event:** Hannah Johnson
Cell: 2176493514 **E-mail address:** hjohnson@williamsonheritage.org
11. **Name and Cell Number of at least two others available on day of event:**
Name: Liz Hall **Cell:** 615-319-0289 **E-mail address:** lhall@williamsonheritage.org
Name: Heather Kantor **Cell:** 615-975-4534 **E-mail address:** hkantor@williamsonheritage.org
12. **Please attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.
- Administrative Contact List:** [Staff & Board List .pdf](#)
13. **Where is your organization based?** Williamson County
14. **Is your organization authorized to do business in Tennessee?** Yes
15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes
 IRS tax exemption letter: [501c3.pdf](#)
16. **Will you charge an admission fee?** No
Average admission fee:
17. **Will you charge a vendor participation fee?** Yes
Average vendor participation fee? 325
18. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**
19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes
20. **Is this event a fundraiser?** Yes
What organization will be the benefactor of event? Heritage Foundation Williamson County, TN
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. Arts & Craft Booths**

Craft vendor booths will be located along two streets at Dickens of a Christmas Festival this year.

1. Peddler Row East – Main Street between 1st Ave & 3rd Ave.
2. Peddler Row South – 3rd Avenue S between Main Street & Church Street

Food Trucks & Tents

Main food court area will be located on 4th Ave S.

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

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

Clean Up Plan and Provider: [Clean Up Provider.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?** Yes

If yes, please list exact locations: 3rd South
4th Ave & Main

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

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

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

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

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

Good Neighbor Letter: [Good Neighbor Letter - Dickens.pdf](#)

Good Neighbor Letter Mailing List:



Rules and Regulations

Please Read All Attachments Before Signing Application.

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

BY: [Signature] - Festivals Manager Date: 6-12-19
(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

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

Event Name: Dickens of a Christmas

Signature: _____



FORM 1

Buildings, Structures, & Power Sources

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

- Any site-built platforms (stages) and/or bleachers
- Any electrical equipment or work utilizing in excess of 120 volts
- Any cooking equipment requiring site modifications or additions (duct work
- exhaust systems
- electrical work
- etc.)
- or that utilizes 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: Dickens of a Christmas

Signature: _____



FORM 1

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: Hannah Johnson - Heritage Foundation

Event Name: Dickens of a Christmas

Event Date(s): 12/14/2019, 12/15/2019

1. **Time amplification equipment will be used:** From: 09:00:00 AM To: 03:00:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). *Provide map/layout if necessary.:*
Acoustic Corner Stage in Public Square
Possible mobile sound systems/PA for street performers
Sound Amplification Map: [2019 Dickens Map.pdf](#)
3. **For what purpose will sound amplification be used?** *Please list all that apply:*
 - Announcements/Speeches
 - Sound System
4. **Type of Amplifier:**
 - Fixed
 - PA System
5.

Number of Amplifiers: 2	Number of Speakers: 2	Number of Performers: 10
--------------------------------	------------------------------	---------------------------------
6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

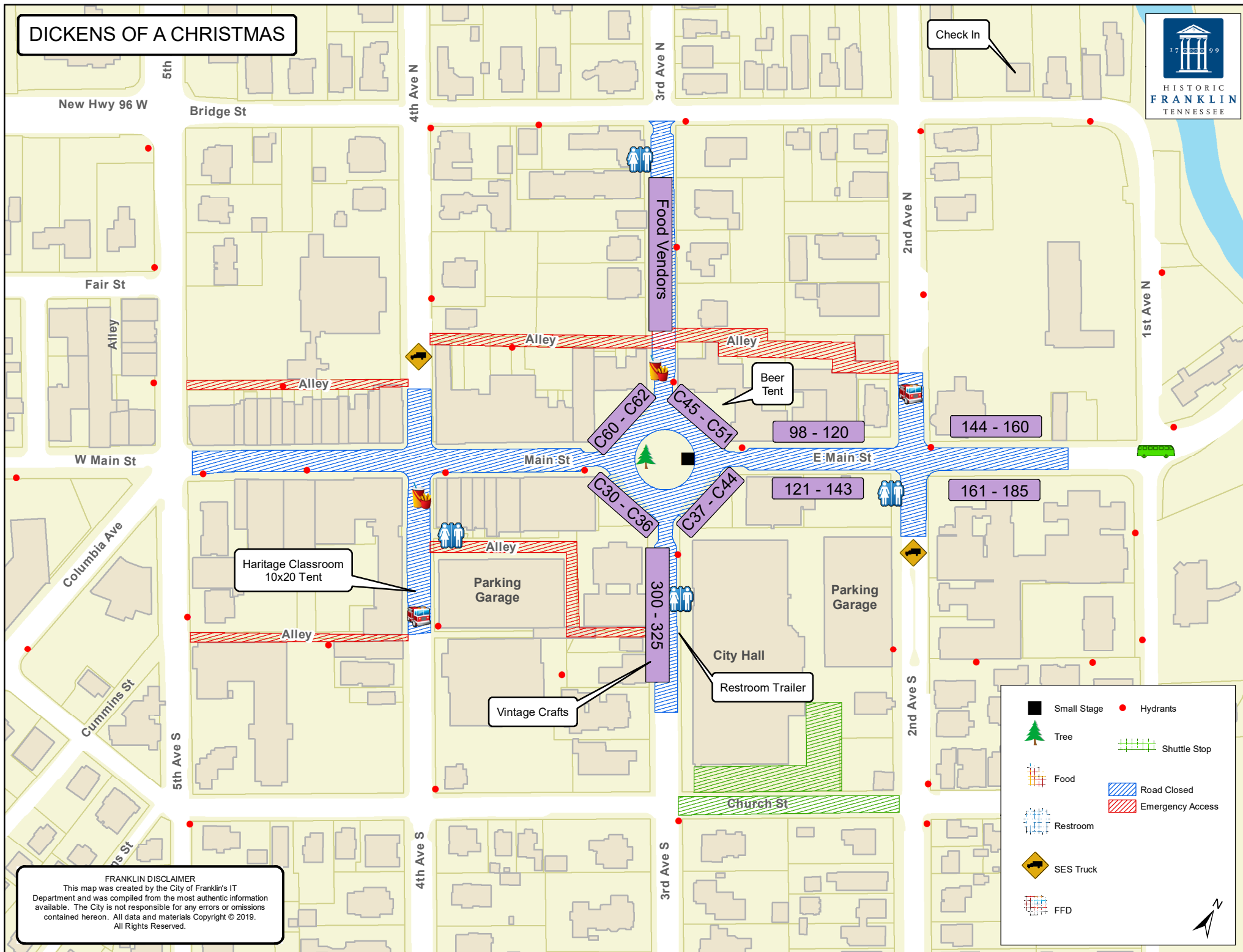
Name: Hannah Johnson	Cell: 2176493514	E-Mail: hjohnson@williamsonheritage.org
Name: Liz Hall	Cell: 6153190289	E-Mail: lhall@williamsonheritage.org

Authorized Signature: Hannah Johnson

Date: 06/12/2019

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.

DICKENS OF A CHRISTMAS



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 © 2019. All Rights Reserved.

Vendors are responsible for cleaning up and disposing trash into cans.

Provider - City of Franklin Sanitation

October 1, 2019

DRAFT – Good Neighbor Letter

Dear Neighbor,

The Heritage Foundation is excited to host the 35th Annual Dickens of a Christmas Festival on December 14-15, 2019 in Downtown Franklin. This letter is to notify you of the event and to provide details about street closures, amplified entertainment, and other activities scheduled to take place that weekend.

Parking along Main Street between 1st and 5th Avenues will be restricted after 3 pm on Friday, December 13.

Main Street will close to vehicle traffic at 8 pm on Friday and remain closed until 8 pm on Sunday, December 15. In addition, 3rd Avenue S. from Church Street to the Public Square, 3rd Avenue N. from the Public Square to Bridge Street, 4th Avenue S. from Main Street to the parking garage entrance, and 4th Avenue N, from Main Street to Bridge Street will be closed during the same time.

The festival will included more than 100 arts & crafts sellers, food vendors, Dicken's characters and stage performances from dance and musical artists.

Specific festival elements will be located as follows:

- Arts & Craft Booths Main Street from 1st – 3rd Avenues & 3 Avenue S.
- Food Vendors – 3rd Avenue N.
- Carriage Rides – 4th Avenue S

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

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

Sincerely,

Hannah Johnson
Festival Manager
Heritage Foundation of Williamson County, TN
hjohnson@williamsonheritage.org

Internal Revenue Service

Department of the Treasury

P. O. Box 2508
Cincinnati, OH 45201

Date: March 19, 2001

Person to Contact:
Richard Owens 31-00913
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 9:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
23-7042596

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

Dear Sir or Madam:

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

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

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

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

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

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

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

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

Heritage Foundation of Franklin and Williamson County Tennessee
23-7042596

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

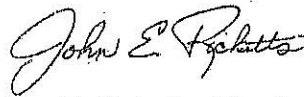
The law requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. If your organization had a copy of its application for recognition of exemption on July 15, 1987, it is also required to make available for public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

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

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

This letter affirms your organization's exempt status.

Sincerely,

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

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

Heritage Foundation Board

David Garrett
Sean Carroll
Pam Chandler
Josh Denton
Bryan Doleshel
Cassie Jones
Chris Knopf
Emily Magid
Sondra Morris
Jennifer Parker
Danny Anderson
Tyler Borders
Lisa Campbell
Adam Dietrich
Donna Douglas
Stephanie Farmer
Tracy Frist
Kay Heller
David Hopkins
Ann Johnson
Jeff Ledbetter
Ellen Smith
Nancy Smith

Heritage Foundation Staff

Miriam Wiggins
Blake Wintory
Rick Warwick
Bari Beasley
Shannon Lapsley
Alex Hayes
Meg Hershey
Liz Hall
Kaylen Carrick
Heather Kantor
Hannah Johnson
Jaryn Abdallah
Gerald Odom

Date: August 1, 2019
Applicant: Hannah Johnson
Project Title: Dickens of a Christmas
Project Address:

Open Issues: 10

Certificate of Insurance

General Issues

1. Insurance

chris.edwards@franklintn.gov Need COI for approval

electrical

2019 Dickens Map.pdf

2. electrical permit

rane@franklintn.gov An electrical permit and inspection will be required. Please acknowledge

Fire-Planning

General Issues

4. Barricades

curt.edelmann@franklintn.gov If Fourth Avenue South will be used for carriage rides, the street should be blocked at Church Street. The drawing also does not show barricades at the east and west ends of Main Street.

5. Access to Harpeth Square

curt.edelmann@franklintn.gov Verify that building management will agree to losing the Main Street access to the garage. A vehicle or other appropriate means will be required at the garage's Main Street entrance to prevent vehicles from driving through the garage onto Main Street.

6. Tents

curt.edelmann@franklintn.gov Tents must meet the following requirements.

1. Tents must be properly anchored. Tents 20-feet by 20-feet and larger must be anchored in accordance with manufacturer's instructions. Concrete blocks are preferred over water barrels. Water barrels will not be permitted if high winds or storms are forecasted.
2. Tents 20-feet by 20-feet and larger must have at least one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
3. Tents 20-feet by 20-feet and larger must have a label or certificate showing that the tent fabric meets flammability standards.
4. Pop-up vendor tents must have a minimum of 40-pounds of ballast on each pole.
5. Pop-up tents using open flames, such as, candles, portable heaters, torches, must have one ABC fire extinguisher that is fully charged.

7. Mobile Food Vendors

curt.edelmann@franklintn.gov Mobile food vendors must meet the following requirements:

1. Mobile food vendors with cooking operations require a minimum 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
2. Mobile food vendors with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. [Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.](#)
3. Mobile food vendors using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
4. Mobile food vendors using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals.

8. Food Trucks

curt.edelmann@franklintn.gov Food trucks must meet the following requirements:

1. Food trucks with cooking operations require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
2. Food trucks with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
3. Food trucks with cooking operations that produce grease-laden vapors must have a Type 1 hood with a fire suppression system. The suppression system must have a current inspection tag issued by a licensed fire equipment distributor.
4. Food trucks using propane must have a propane gas detector.
5. Food trucks using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
6. Food trucks using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals.

9. Stages

curt.edelmann@franklintn.gov Stages require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.

10. Interactive Activities

curt.edelmann@franklintn.gov No open flames are permitted in the interactive activity area.

General Issue

[Dickens of a Christmas_COF Map.pdf](#)

11. Carriage Ride location

abby.gambill@franklintn.gov Carriage Rides cannot use 4th Ave S. This blocks the only entrance into 4th Ave S Parking Garage. Carriage rides do not need to be used where traffic is flowing.

Staff Conditions:

Staff recommends approval with the following conditions:

- Applicant will provide a \$1,000 refundable damage deposit to City prior to event.
- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.
- Applicant must notify Harpeth Square that there is no vehicle outlet from the hotel to Main Street during the event.
- Applicant will provide at least one portable restroom trailer to be available for attendees. City will provide water and electricity for the trailer.
- Carriage Rides, if included as part of the event, will be at Franklin Grove and not within the street closure.

Risk Management:

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

Streets Department:

- Department will close the City Hall quadrant of the Square and Fourth Avenue (N & S) at 5 a.m. on Friday, December 13th.
- Department will place signs “No Parking after 3 p.m.” on Friday, December 13th.
- Department will set-up closure and provide barricades beginning at 8 p.m. on Friday, December 13th. Closure includes Main Street from First Avenue to Fifth Ave.
- Applicant or designee will stay present at event until all vendors are gone.
- Department will provide clean-up crew after the event.

Police Department:

- Applicant will hire required number of extra-duty Franklin Police Officers to provide security and crowd control.
- Applicant has requested amplification on stages at the following locations for the permitted area:
 - Stage on the Square

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

Building & Neighborhood Services Department:

- Electrical permit will be required.
- No stakes should be placed in ground at City Hall (Third Avenue South)

Sanitation and Environmental Services Department:

- o Department will provide clean-up crew during event.

Fire Department:

- o Contact Franklin Fire Department for Tent and event inspections.

Water Management Department:

- o Taps will be placed on hydrants at:
 - o Fourth & Main
 - o Third Ave. South at Square

OFFICE USE ONLY:

Permit No: _____



HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN EVENT PERMIT APPLICATION

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

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

Please check
all that apply:

☐ street closure

☐ parade

☒ other special event

☐ beer served (*separate permit required*)

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

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

____ Aspen Grove Park

____ Liberty Park

X Eastern Flank Battlefield Park

____ Fieldstone Farms

____ Pinkerton Park

____ Jim Warren Park

____ Harlinsdale Farm

Other: _____

2) Name/purpose of event: Unite Williamson Prayer Breakfast

3) Date or dates of event: October 19, 2019

4) Time of Event: 9:00AM to 10:30AM

5) Time of Street Closure (if applicable): N/A

Set-Up Date/Time: Oct. 18 / 9:00AM **Tear-down Date/Time:** Oct. 19 / 12:00PM

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

6) Name of Applicant and Organization Requesting Permit:

Unite Williamson

a) Address: P.O. Box 523, Franklin TN 37065

b) Phone: 919.449.4232 **c) Cell:** 919.449.4232 **d) Fax:** N/A

e) E-mail address: UniteWilliamson@gmail.com

7) Person in charge on day of event: Lynne McAlister / Krusty Williams

Cell: 919.449.4232 (Lynne) **E-mail address:** lynne.mcalister@me.com
615.305.3610 (Krusty) KWilliams224@comcast.net



HISTORIC
FRANKLIN
TENNESSEE

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

Name: Linda Childs Cell: 615-678-2171 E-mail address: CLCHILDS@COMCAST.net
Name: Teryl O'Connor Cell: 615.525.3101 E-mail address: Teryl.OConnor@gmail.com

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

9:00-9:30 Coffee, biscuits and yogurt will be served
9:30-10:30 Speakers and a choir will perform. We anticipate
between 500-600 attendees. The event is under a tent.

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

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

5 speakers, 25 choir members, 500-600 attendees

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

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

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

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

- 16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. \$5⁰⁰

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

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

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



HISTORIC
FRANKLIN
TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
For the amplification of the speakers and children's
Choir.
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
There will be crank towers and a total of 4 to 6 speakers
- 23) During what time period is sound amplification requested? 9:00 Am to 10:30 Am
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). NO traditional entertainment - Only singing
with a keyboard.
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.** ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets.
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. I am looking for suggestion of a clean-up
provider. Ultimately it will be Lynne McAlister, Linda Childs, Krusty Williams
and Teryl O'Connor who is responsible. 919 449 4232
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

- 29) **NOTE:* Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
- 30) Will you require a temporary water tap? Circle Yes or No. If yes, please list exact locations:
There will be Posh Potties, however they can connect to
the Eastern Flank building (with your permission).
- 31) Will alcohol, beer, and/or wine be given away or sold? Circle Yes or No. If yes, a permit from the relevant board is required. *Please read Additional Requirements section of this application for more information.*
- 32) Will your event include tents or other temporary structures, propane use, or open flames? Circle yes or no. Events using tents of size 20 x 10 or larger require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.*

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

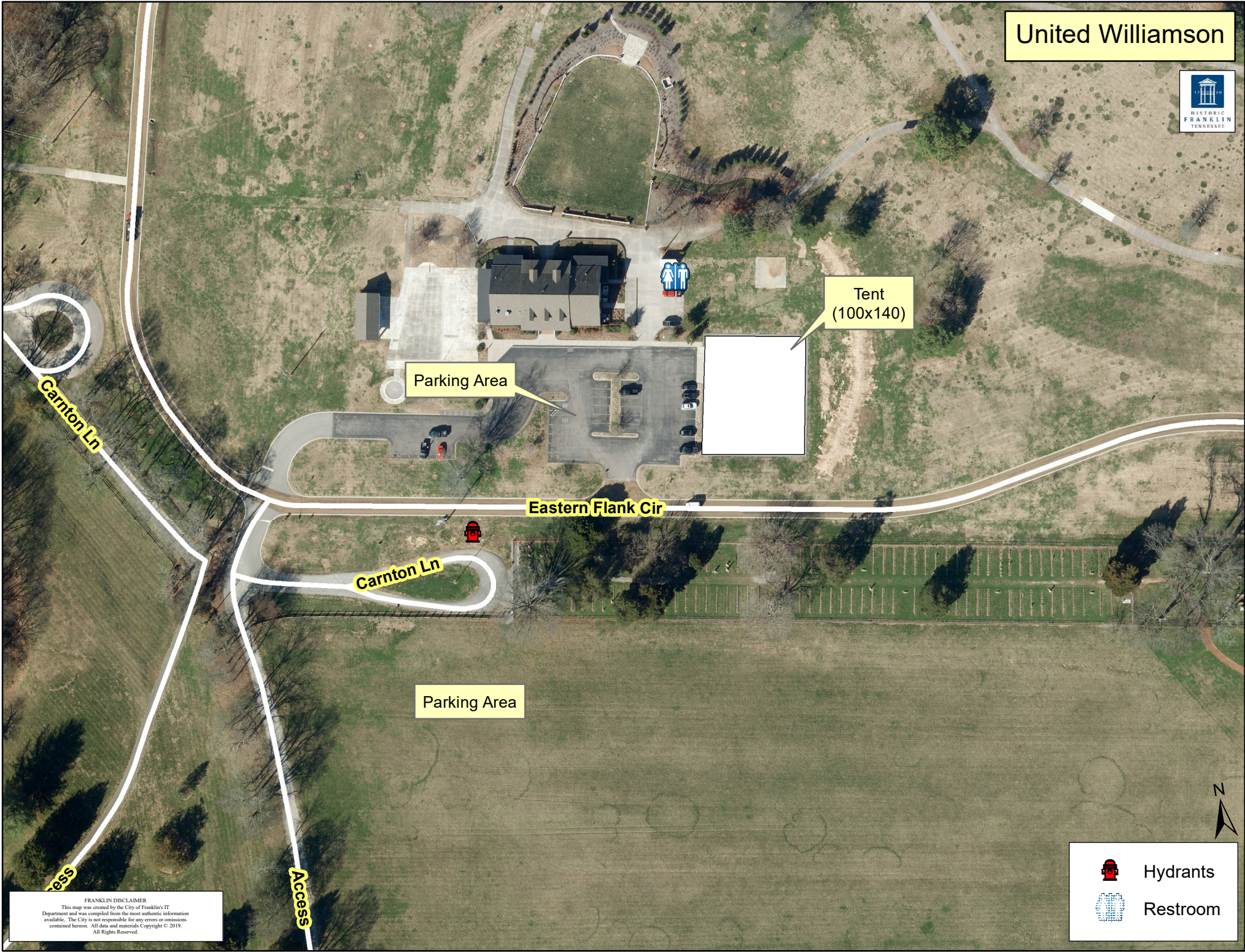
The City of Franklin is committed to providing reasonable access and accommodations upon request for people with disabilities. Please call the Risk Management Department at (615)791-3277 for specific requests.



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

Return application to:

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

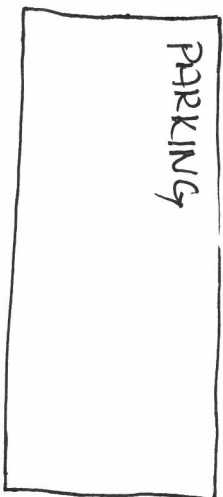
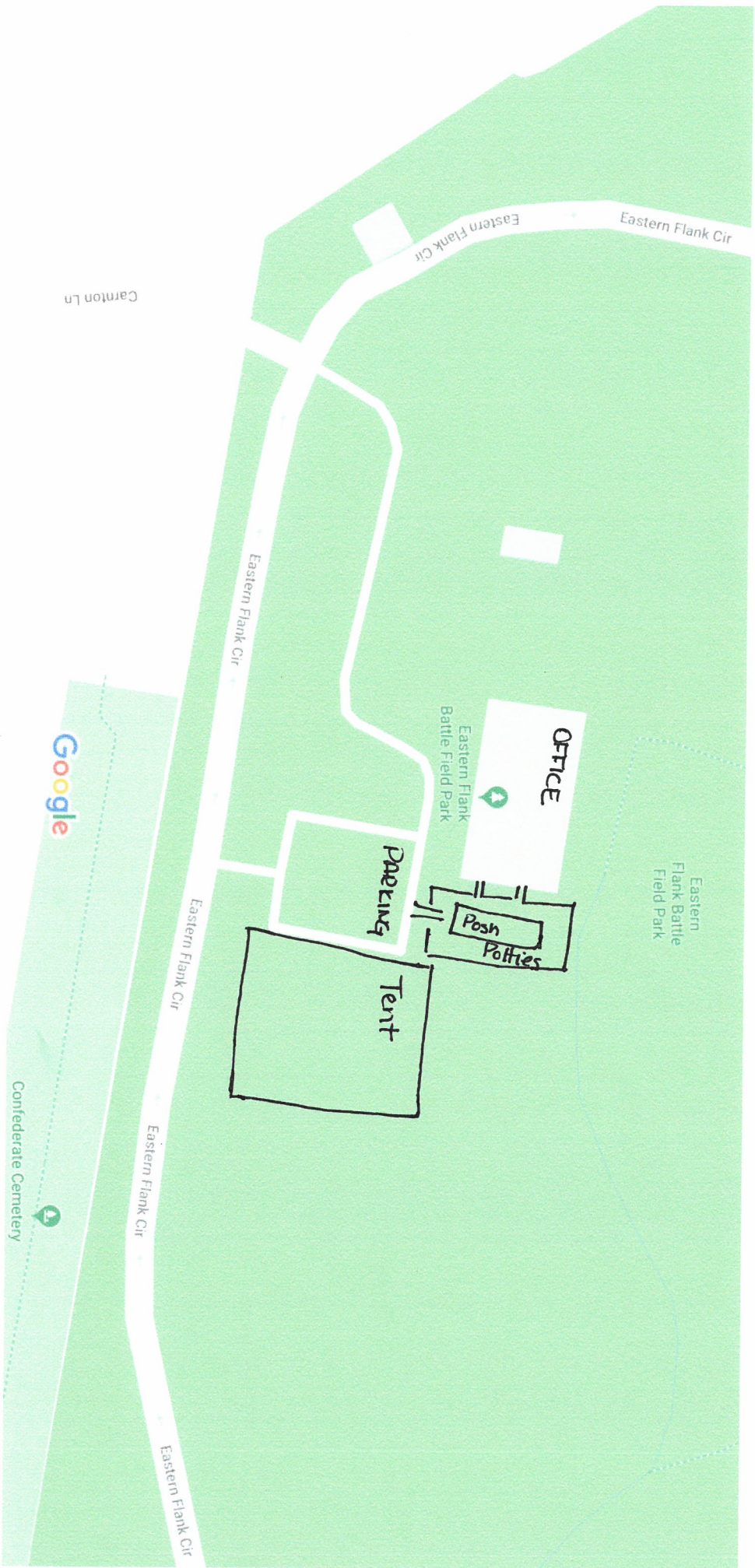


FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials Copyright © 2019. All Rights Reserved.

Hydrants

Restroom





#12

Unite Williamson Executive Board of Governors

- Dr. Ken Moore, President, 109 Third Avenue South, Franklin TN 37064, 615-550-6600
- Dr. Kenneth Hill, Ph.D, Vice-President, 255 Natchez Street Franklin, TN 37064 615-790-6611
- Lynne McAlister, Treasurer, 723 Fair Street, Franklin TN 37064, 919-449-4232
- Dr. Ray White, Secretary, 615-866-6163



STATE OF TENNESSEE DEPARTMENT OF REVENUE

UNITE WILLIAMSON, INC.
PO BOX 523
FRANKLIN TN 37065-0523

Effective Date: July 1, 2019
Expiration Date: June 30, 2023
Account No: 1001400117-SLC
Exemption No: 1572404224
Facility Address:
723 FAIR ST
FRANKLIN TN 37064-2711

Exempt Organizations or Institutions Sales and Use Tax Certificate of Exemption

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

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

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

Seller's Name

Seller's Address (City & State)

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

Print Name of Authorized Representative

Signature of Authorized Representative

Date

#15

X



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

008425.152092.505239.3002 1 MB 0.428 914



UNITE WILLIAMSON INC
PO BOX 523
FRANKLIN TN 37065

Date of this notice: 05-29-2019

Employer Identification Number:
84-1862365

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:
1-800-829-4933IF YOU WRITE, ATTACH THE
STUB OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-1862365. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

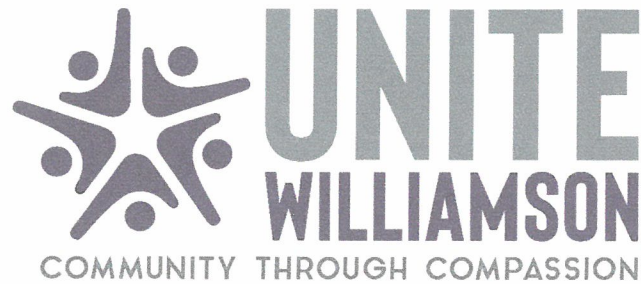
05/23/2019

After our review of your information, we have determined that you have not filed tax returns for the above-mentioned tax period(s) dating as far back as 2018. Please file your return(s) by 06-13-2019. If there is a balance due on the return(s), penalties and interest will continue to accumulate from the due date of the return(s) until it is filed and paid. If you were not in business or did not hire any employees for the tax period(s) in question, please file the return(s) showing you have no liabilities.

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

#33



September 23, 2019

Dear Neighbor,

You are receiving this e-mail because you live in close proximity to the Eastern Flank.

On Saturday morning, October 19th, from 9:00AM to 10:30AM the second annual Unite Williamson Prayer Breakfast will be held. This organization's mission is to help neighbors become friends. Unite Williamson is an interfaith, interracial prayer breakfast that is designed to foster healthy relationships and build bridges.

The event is open to the public and you are invited to attend. To be a good neighbor, we wanted to tell you that we expect approximately 550 people to attend the 90-minute assembly.

If you would like to attend, please go to <https://www.unitewilliamson.com> to register by Friday, October 12th. If you have any questions, please email me at LynneMcAlister@me.com.

Thank you so much for your gracious understanding.

Lynne

Lynne McAlister
Volunteer Treasurer and Event Planner

Staff Conditions:

Staff recommends approval of the event application with the following recommendations:

- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured.

Building & Neighborhood Services Department:

- Applicant will contact the Department to determine if Special Event Electrical Permit is needed.

Police Department:

- Applicant will hire extra-duty Franklin Police Officers to handle traffic control.

Sanitation & Environmental Services:

- Applicant will work with department to develop a clean-up plan.

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.

Fire Department/EMS

- Applicant will contact department regarding tent requirements and to schedule inspection for tents.

OLD CHARLOTTE PIKE COUNTY PROPERTIES, REZONING,
(ORDINANCE 2019-27)
FRANKLIN MUNICIPAL PLANNING COMMISSION
08/22/2019

Site

Project Information

Existing Zoning: Estate Residential (ER)
Proposed Zoning: Agricultural (AG)
Existing Land Use: vacant
Proposed Land Use: County Facilities (Animal Shelter)
Character Area: WHCO-2 and WHCO-3
Development Standard: Either
Other Overlays: HHO Buffer
Site Acreage: 38.66 acres

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



0 250 500 1,000
Feet

This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained herein.
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POC
5/8" REBAR @ STONE
N=585945.0266
E=1698771.4349

SHORT PROPERTIES
MAP 64 PARCEL 20
DEED BOOK 1137 PAGE 603

STATE OF TENNESSEE
PROPOSED JACK HATCHER PKTY
DEED BOOK 5388 PAGE 206
R=179.88'
A=122.43° 09'
Lc=727.91'

TRACT 1
21.34 ACRES
PROPERTY OF WILLIAMSON COUNTY
PARCEL 10.01: DEED BOOK 7187, PAGE 990

TRACT 2
17.32 ACRES
PROPERTY OF WILLIAMSON COUNTY
PARCEL 10.02: DEED BOOK 7189, PAGE 595

DORINDA CARLISLE SMITH
DEED BOOK 6370/PAGE 809

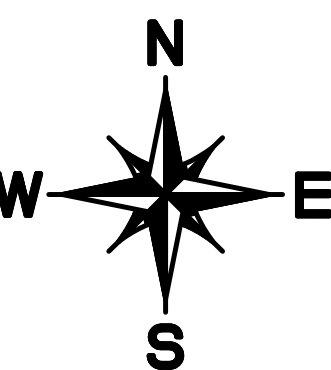
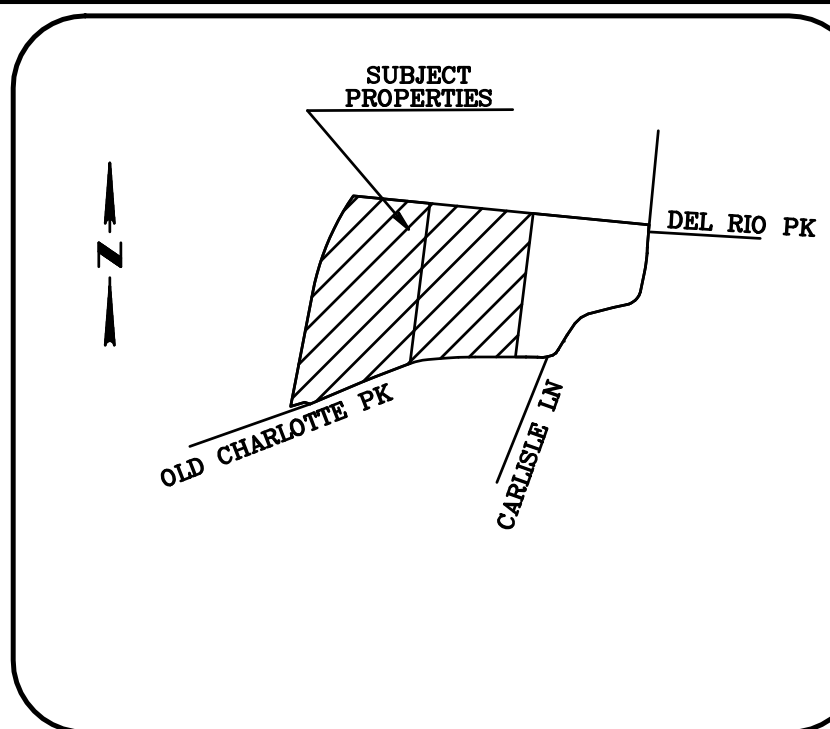
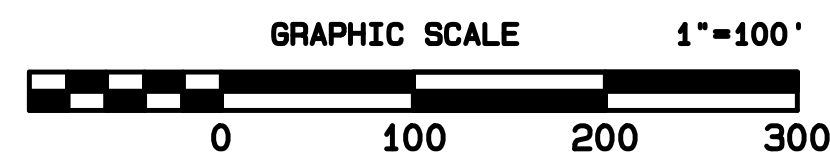
CITY OF FRANKLIN, TENNESSEE
SEWER MAINS & EFFLUENT RETURN LINES
DEED BOOK 3070 PAGE 658
(APPROX LOCATION)

LINE TABLE
TRACT 2

LINE	BEARING	DISTANCE
L1	S86°46'14"W	71.70'
L2	S85°34'25"W	74.03'
L3	S85°10'53"W	64.83'
L4	S83°00'09"W	40.11'
L5	S77°26'04"W	50.74'
L6	S72°14'24"W	39.23'

GENERAL NOTES

- BEARINGS/COORDINATES SHOWN - TN. STATE PLANE NAD83, OBTAINED USING RTK/GPS, TDOT TGRN NETWORK.
- THIS SURVEY WAS PREPARED BY USING THE CURRENT DEEDS OF RECORD. NO TITLE REPORT WAS FURNISHED TO THIS SURVEYOR. THEREFORE THIS SURVEY IS SUBJECT TO THE FINDINGS OF A TITLE SEARCH.
- ALL DEED BOOK REFERENCES PERTAIN TO THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE.
- ADJOINING PROPERTY LINES SHOWN WERE PLOTTED BY DEED DESCRIPTION.
- SUBJECT PROPERTY LOCATED IN THE 9TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE.
- UTILITIES SHOWN WERE TAKEN FROM VISIBLE FIELD LOCATIONS. UTILITY DETAILS AND MORE PRECISE GROUND LOCATIONS SHOULD BE OBTAINED FROM THE PROPER AUTHORITIES BEFORE ANY GROUND DISTURBANCE OR CONSTRUCTION IS STARTED.
- DATE OF FIELD SURVEY : 4/4/2019



- LEGEND
- CONC MONUMENT FOUND
 - IRON PIN SET
 - IRON PIN FOUND
 - WATER METER
 - UTILITY POLE
 - OVERHEAD ELECTRIC
 - FIRE HYDRANT
 - FENCE LINE
 - TVA POWER POLE

SURVEYOR'S CERTIFICATE

I hereby certify that this is a category 1 survey, that the ratio of precision of the unadjusted survey is better than 1: 10,000, and is in compliance with the current "Tennessee Standard's of Practice for Land Surveying".

J. Mark Cantrell
J. MARK CANTRELL, TN PLS# 1859



8/1/2019

BOUNDARY SURVEY

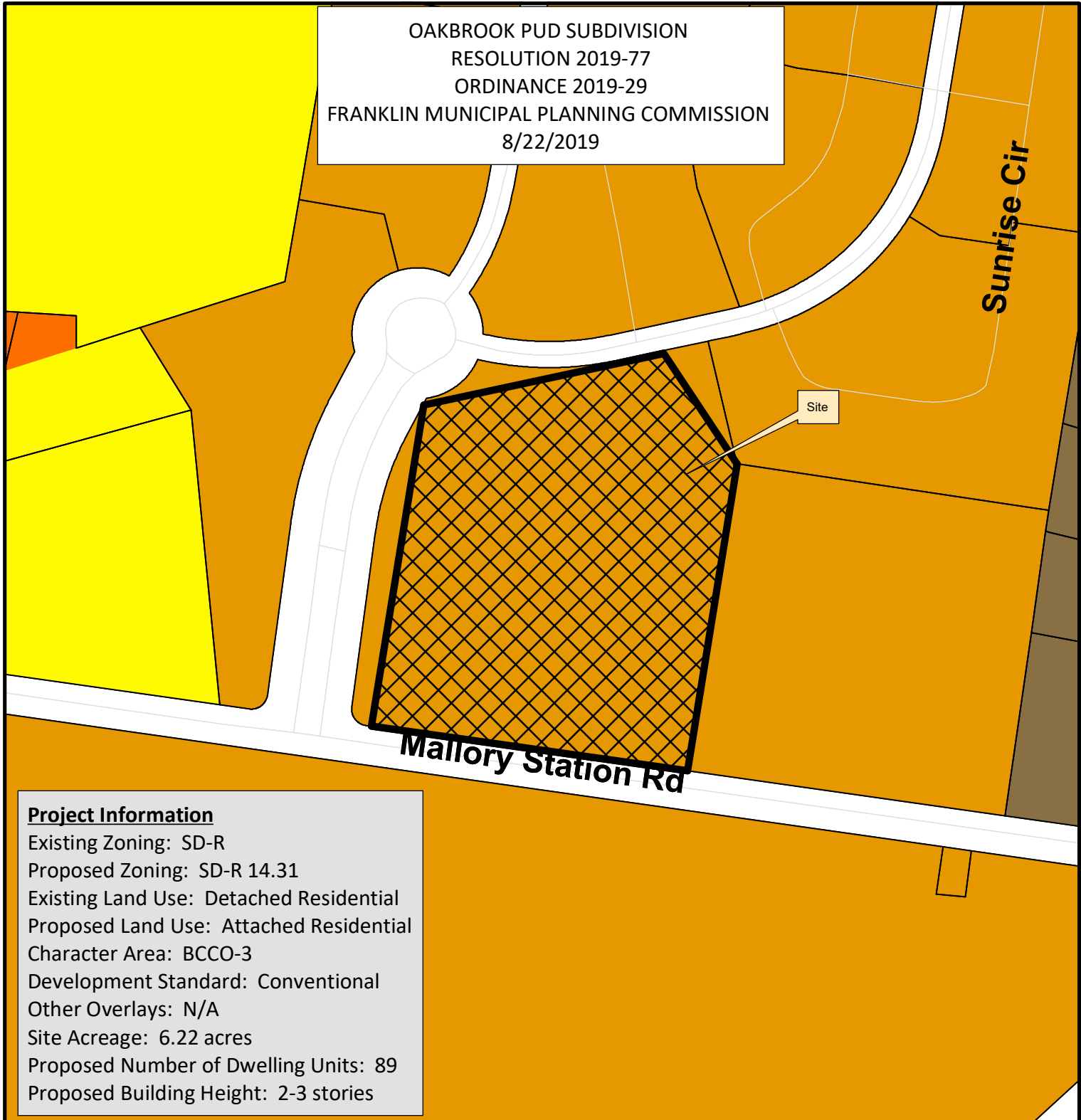
MAP 64 PARCELS 10.01 & 10.02
PROPERTY OF
WILLIAMSON COUNTY
14TH CIVIL DISTRICT
WILLIAMSON COUNTY, TENNESSEE

PARCEL 10.01: DEED BOOK 7187, PAGE 990
PARCEL 10.02: DEED BOOK 7189, PAGE 595

PREPARED BY: Arrowhead Survey
4151 Old Hillsboro Rd.
Franklin, TN 37064
615-599-7347

DWN BY: JMC	CHKD BY: JMC	SHEET 1 OF 1
DATE: 8/1/2019	APPROVED BY: JMC	

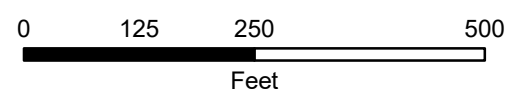
OAKBROOK PUD SUBDIVISION
 RESOLUTION 2019-77
 ORDINANCE 2019-29
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 8/22/2019



Project Information

Existing Zoning: SD-R
 Proposed Zoning: SD-R 14.31
 Existing Land Use: Detached Residential
 Proposed Land Use: Attached Residential
 Character Area: BCCO-3
 Development Standard: Conventional
 Other Overlays: N/A
 Site Acreage: 6.22 acres
 Proposed Number of Dwelling Units: 89
 Proposed Building Height: 2-3 stories

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



This map was created by the Franklin Planning Department. It was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials (c) copyright 2018. All rights reserved.

MALLORY STATION

PUD SUBDIVISION

REZONING REQUEST

SD-R (14.31) (SPECIFIC DEVELOPMENT - RESIDENTIAL)
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE



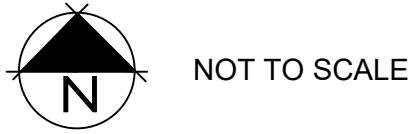
APPLICANT & LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
324 LIBERTY PIKE
SUITE 145
FRANKLIN, TN 37064
615-975-5765
greg.gamble@gdc-tn.com

ENGINEER:
KIMLEY-HORN & ASSOCIATES, INC
214 OCEANSIDE DRIVE
NASHVILLE, TN 37024
PHONE: 615.564.2701

ARCHITECT:
906 STUDIOS
143 5TH AVE S
FRANKLIN, TN 37064
PHONE: 615.988.9065

OWNERS:
BETTIE CAROL WHITE
114 BATTLE AVENUE
FRANKLIN, TN 30764

MARTHA JEAN HOOD
6231 ROBERTS ROAD
ARRINGTON, TN 37014



STATEMENT OF IMPACTS

WATER FACILITIES
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT VIA EXISTING 8" AND 12" WATER LINES THAT RUN IN SUNRISE CIRCLE AND MALLORY STATION ROAD, RESPECTIVELY. WATER AVAILABILITY REQUEST IS ONGOING WITH MALLORY VALLEY UTILITY DISTRICT.
89 UNITS * 350 GPD = 31,150 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN.

REPURIFIED (REUSE) WATER FACILITIES
NOT AVAILABLE TO THIS SITE.

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 3.5 MI (900 COLUMBIA AVE.)
NEAREST FIRE STATION: 0.5 MI (STATION NO. 3, 298 MALLORY STATION ROAD)
NEAREST RECREATIONAL FACILITY: 1.3 MI (ASPEN GROVE PARK, 3200 ASPEN GROVE DRIVE)

PROJECTED STUDENT POPULATION
89 x 0.64 = 57 STUDENTS

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY COF

*NOTE: COMPREHENSIVE REVIEW OF THE ROADWAY, STORMWATER, AND UTILITY ELEMENTS BY THE CITY OF FRANKLIN WILL OCCUR AT THE SITE PLAN STAGE. PROJECT ENTITLEMENTS APPROVED WITH THIS DEVELOPMENT PLAN DO NOT CONSTITUTE APPROVAL OF THE ROADWAY, STORMWATER, AND UTILITY ELEMENTS SHOWN ON THE DEVELOPMENT PLAN. IF, UPON APPLICATION OF CITY OF FRANKLIN STREET, STORMWATER, AND UTILITY STANDARDS AT THE SITE PLAN STAGE, THE APPLICANT CANNOT ACHIEVE THE MAXIMUM APPROVED ENTITLEMENTS, THE APPLICANT SHALL BE CONFINED TO THE ENTITLEMENTS ACHIEVABLE FROM THE APPLICATION OF SAID STANDARDS.

SHEET INDEX

C1.0	EXISTING CONDITIONS PLAN
C1.1	ENLARGED EXISTING CONDITIONS PLAN

MALLORY STATION PUD SUBDIVISION

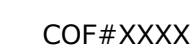
SITE DATA

SUBDVISION/DEVELOPMENT:	MALLORY STATION PUD SUBDIVISION
COF PROJECT NUMBER:	7036
TAX MAP & PARCELS:	MAP 53 - PARCELS 99.00
ADDRESS	200 MALLORY STATION ROAD
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	8TH
SITE ACREAGE:	6.22 AC
EXISTING ZONING:	SD-R
CHARACTER OVERLAY:	BCCO-3
PROPOSED ZONING -	SD-R (14.31)
OTHER APPLICABLE OVERLAYS:	N/A
APPLICABLE DEVELOPMENT STANDARDS:	CONVENTIONAL
PROPOSED # OF UNITS:	89



Kimley»Horn

GDC
GAMBLE
DESIGN
COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
greg.gamble@gdc-tn.com



Drawing name: K:\NSH_LDEV\013205003 - 200 Mallory Station Rd\4-CADD\Development Plan\PlanSheets\C1.0 OVERALL EXISTING CONDITIONS.dwg C1.1 ENLARGED EXISTING CONDITIONS PLAN Aug 01, 2019 4:40pm by: Corey Nelsen



NOTE: NO AREA ON SITE EXCEEDS 14% SLOPE

TREE LEGEND

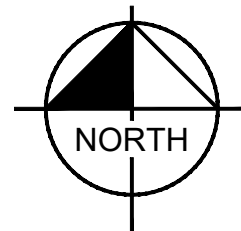
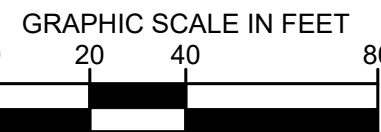
- EXISTING TREE CANOPY
- TREES TO BE REMOVED (REMAINING TREES TO BE PRESERVED)

EXISTING TREE CANOPY

TOTAL SITE AREA:
271,056 SF (6.22 AC)
EXISTING TREE CANOPY: 54,817 SF
54,817 SF / 271,056 SF = 20% OF SITE
REQUIRED CANOPY PRESERVATION:
48% OF TOTAL CANOPY
54,817 SF * 48% = 26,312 SF

SOIL KEY

ARA ARMOUR SILT LOAM
ARB2 ARMOUR SILT LOAM
CAA CAPTINA SILT LOAM, PHOSPHATIC
HBB2 HAMPSHIRE SILT LOAM



SITE DATA CHART

PROJECT NAME:	MALLORY STATION
PROJECT #:	XXXX
SUBDIVISION:	053-09900
LOT NUMBER:	200 MALLORY STATION ROAD
ADDRESS:	FRANKLIN
COUNTY:	WILLIAMSON
CIVIL DISTRICT:	TENNESSEE
EXISTING ZONING:	8TH
PROPOSED ZONING:	SD-R
EXISTING CHARACTER AREA:	SD-R (17.68)
OTHER APPLICABLE OVERLAYS:	BCCO-3
APPLICABLE DEVELOPMENT STANDARD:	N/A
ACREAGE OF SITE:	CONVENTIONAL
SQUARE FOOTAGE OF SITE:	6.22 AC
OWNER 1:	271,056 SF
ADDRESS:	MARTHA JEAN HOOD
OWNER 2:	6231 ROBERTS ROAD
ADDRESS:	ARRINGTON, TN 37014
APPLICANT:	BETTIE CAROL WHITE
ADDRESS:	114 BATTLE AVENUE
CONTACT:	FRANKLIN, TN 37064
	GAMBLE DESIGN COLLABORATIVE
	324 LIBERTY PIKE
	SUITE 145
	(615) 975-5765
	greg@gdc-tn.com
	GREG GAMBLE

SURVEY NOTES

1. THE INFORMATION SHOWN ON THIS PLAN IS BASED UPON THE TENNESSEE STATE PLAN COORDINATE SYSTEM, AND NAD 83 DATUM.
2. BASE INFORMATION WAS OBTAINED VIA WILLIAMSON COUNTY GIS.
3. THE CONSULTANT HAS FOUND NO EVIDENCE OF THE MINERAL RIGHTS OF THIS PROPERTY BEING TRANSFERRED TO ANY PARTY OTHER THAN THE OWNER.
4. THIS PROJECT IS NOT LOCATED IN A FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY NO. 47187C, PANEL NO. 204F, DATED SEPTEMBER 29, 2006, ZONE "X".

SITE LEGEND

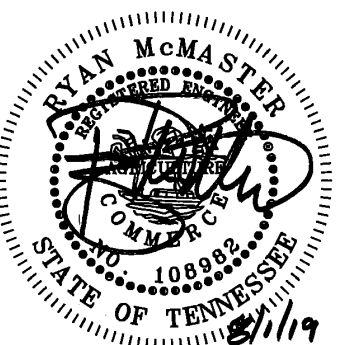
- W--- EXISTING WATER LINE
- UGE--- EXISTING UNDERGROUND ELECTRIC
- W--- EXISTING GAS MAIN
- E--- EXISTING ELECTRIC LINE
- UT--- EXISTING UNDERGROUND TELEPHONE/FIBER OPTIC
- ⊙ FH EXISTING FIRE HYDRANT
- ⊙ EXISTING LIGHT POLE



GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

Kimley»Horn

MALLORY STATION REZONING PLAN
200 MALLORY STATION ROAD
Franklin, Williamson County, Tennessee



Revision	Date
△	
△	
△	
△	

ENLARGED
EXISTING
CONDITIONS PLAN

C1.1

COF#XXXX



From: Amy Diaz-Barriga

Sent: Thursday, October 31, 2019 9:54 AM

To: Emily Hunter <emily.hunter@franklintn.gov>

Subject: FW: City of Franklin, Meeting Agenda, Board of Mayor and Aldermen, Tuesday, October 8, 2019
- Letter of Objection to Items #4 and #5 on the Agenda

Members of the Board of Mayor and Aldermen,

The Board of Mayor and Aldermen received a letter dated October 8, 2019 from Mr. Robert May, the managing partner of Avenida Partners Development Group. In his letter, Mr. May voiced several concerns over the proposed development just west of the Avenida community, known as Oakbrook PUD. As requested at the 10/8/19 public hearing, staff hereby responds to these concerns as they are listed sequentially in the letter.

In response to the concerns over the access design of the Oakbrook PUD, the Street Technical Standards require that access to a site be limited to the lesser classification of public street along the perimeter of the site. Because Sunrise Circle is a lesser classification of street than Mallory Station Road, and because there was an existing public access easement platted from the property to Sunrise Circle, staff required the main access point of the Oakbrook PUD to be from Morningside Drive. Also, cross access between adjacent uses is required by section 5.10.4(3) of the Zoning Ordinance for all new development (both with Avenida when it was approved and now with Oakbrook). All new developments are required to design their site circulation to allow for cross-access connections to adjacent lots. The Zoning Ordinance requires these cross-access connections to be accommodating to two-way travel, and constructed to the property line. The Zoning Ordinance also requires these cross-access connections to be platted as public access easements. As denser projects are proposed within the City, providing multiple points of access is essential for dispersion of traffic. Finally, staff reviews the circulation plans of all new development to ensure that City fire trucks and City trash trucks can maneuver safely through the site, prior to their plans approval.

Staff has no response to the concerns about incorrect information in the file attachment, Response to Adjoiners". This email correspondence was between the applicant, the developer, and the Village of Morningside 1 and 2 Home Owners Association, and was requested by the applicant to be included in the Granicus file.

In response to Mr. May's proposal to restrict access of the curb cut on the Avenida property to only Avenida traffic, this could not be supported by staff. It goes against both the requirements of the Zoning Ordinance and the plat's recorded cross-access easement as recorded on Plat Book 71 page 53. Further, staff could also not support Mr. May's proposal to limit the Oakbrook traffic to the Sunrise Circle access and allow a curb cut onto Mallory Station. This proposal goes against the requirements of the Street Technical Standards, the Zoning Ordinance, and the recorded plat for the property, recorded on Plat Book 23 page 50.

Lastly, in response to the concerns over the proposed setbacks of the Oakbrook Development Plan, the project accounts for the future right-of-way by showing a proposed 16' ROW dedication along the property's southern boundary. Therefore, the placement of the buildings as shown on the Oakbrook plan will not compromise the future widening of Mallory Station Road. Further, the proposed setbacks are supported by staff and comply with Envision Franklin (the City's long-range planning

document). Envision Franklin states that “building setbacks adjacent to streets should be minimal to create an active street environment that encourages pedestrian activity.”

Staff hopes that the provided information helps provide a better understanding of the City’s requirements for development, and for our recommendation of approval of the Oakbrook PUD.

Amy Diaz-Barriga, AICP
Current Planning Supervisor

Planning and Sustainability Department
City of Franklin
109 Third Avenue South
Franklin, TN 37064

Phone: 615-550-6732

From: Whitney McElroy <wmcelroy@haleandhale.com>

Date: October 8, 2019 at 6:19:40 PM CDT

To: "bev@aldermanburger.com" <bev@aldermanburger.com>, "danamclendon@mac.com"

<danamclendon@mac.com>, Scott Speedy <scott.speedy@franklintn.gov>, Margaret Martin

<margaret.martin@franklintn.gov>, Clyde Barnhill <clyde.barnhill@franklintn.gov>,

"bransfordpearl@aol.com" <bransfordpearl@aol.com>, "annpetersen@comcast.net"

<annpetersen@comcast.net>, Brandy Blanton <brandy.blanton@franklintn.gov>

Cc: Shauna Billingsley <shauna.billingsley@franklintn.gov>, Emily Hunter

<emily.hunter@franklintn.gov>, Robert May <rmay@avenidapartners.com>, Tim Dison

<tdison@avenidapartners.com>, Robert Muirhead <rmuirhead@avenidapartners.com>, Douglas Hale

<dhale@haleandhale.com>, Ken Moore <ken.moore@franklintn.gov>,

"sen.jack.johnson@capitol.tn.gov" <sen.jack.johnson@capitol.tn.gov>,

"rep.brandon.ogles@capitol.tn.gov" <rep.brandon.ogles@capitol.tn.gov>, "scottwgilmer@gmail.com"

<scottwgilmer@gmail.com>

Subject: City of Franklin, Meeting Agenda, Board of Mayor and Aldermen, Tuesday, October 8, 2019 - Letter of Objection to Items #4 and #5 on the Agenda

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Board of Mayor and Aldermen,

Our firm represents the Avenida Cool Springs Senior Living community (“Avenida”) owned by CRP/AV Venture 3 Cool Springs, LLC. Please find attached a letter from our client, which sets forth its objections to the Oakbrook Subdivision being Items #4 and #5 on tonight’s agenda.

Thank you,

Whitney Sport McElroy
HALE AND HALE, PLC

3020 Stansberry Lane, Suite 100
Franklin, Tennessee 37069

(615) 794-1312 Office
(615) 790-9236 Fax

wmcelroy@haleandhale.com
www.haleandhale.com

****PLEASE NOTE OUR OFFICE HAS MOVED****

****HALE AND HALE, PLC is now located in CAMDEN COMMONS AT GATEWAY VILLAGE at the intersection of FRANKLIN ROAD AND LYNNWOOD WAY/MOORES LANE in Franklin.**

Our new address is **3020 STANSBERRY LANE, SUITE 100, FRANKLIN, TENNESSEE 37069.** **

NOTICE: This message is intended only for the addressee and may contain information that is privileged, confidential and/or attorney work product. If you are not the intended recipient, do not read, copy, retain or disseminate this message or any attachment. If you have received this message in error, please call the sender immediately at (615) 794-1312 and delete all copies of the message and any attachment. Neither the transmission of this message or any attachment, nor any error in transmission or misdelivery shall constitute waiver of any applicable legal privilege.

We are required by IRS Circular 230 to inform you that any statements contained herein are not intended or written to be used, and cannot be used by you or any other taxpayer, for the purpose of avoiding any penalties that may be imposed by federal tax law.



October 8, 2019

SENT VIA EMAIL ONLY

Beverly Burger
1373 Liberty Pike
Franklin, Tennessee 37067
Email: bev@aldermanburger.com

Clyde Barnhill
622 Springlake Drive
Franklin, Tennessee 37064
Email: clyde.barnhill@franklintn.gov

Dana McLendon, Esq.
400 Cannonade Circle
Franklin, Tennessee 37064
Email: danamclendon@mac.com

Pearl Bransford
326 Granbury Street
Franklin, Tennessee 37064
Email: bransfordpearl@aol.com

Scott Speedy
Franklin, Tennessee 37064
Email: scott.speedy@franklintn.gov

Ann Petersen
400 Chesterfield Place
Franklin, Tennessee 37064
Email: annpetersen@comcast.net

Margaret Martin
238 Third Avenue South
Franklin, Tennessee 37064
Email: Margaret.martin@franklintn.gov

Brandy Blanton
406 Vienna Court
Franklin, Tennessee 37067
Email: brandy.blanton@franklintn.gov

RE: Oakbrook Planned Unit Development Subdivision (previously known as the Mallory Station PUD Subdivision) containing 90 townhome units located on at 200 Mallory Station Road, Franklin, Tennessee 37067 (the “Oakbrook”)

RE: City of Franklin, Meeting Agenda, Board of Mayor & Aldermen, Tuesday, October 8, 2019 Items #4 and 5

Dear Aldermen:

My company, Avenida Partners Development Group is the developer, owner and operator of the Avenida Cool Springs Senior Living community (“Avenida”). The formal ownership entity is CRP/AV Venture 3 Cool Springs, LLC. The Avenida community is contiguous to the eastern boundary of the Oakbrook project. The Avenida community is located at 222 Mallory Station Road and was formerly the site of the WAKM radio station. We believe it is our duty, as the owner and operator of the Avenida senior living community, to protect our resident’s safety and their rights to the safe enjoyment of their apartment homes and protect the property value of the community.

We have reviewed the submitted Development Plan for the Oakbrook Development and Avenida hereby registers its objections to the Oakbrook Development and Oakbrook Development Plan as presently submitted for concerns relating to public safety of the existing residents in the Avenida community, adjoining communities which will be impacted by the proposed conditions and the future residents of the Oakbrook community as well as all travelers on Mallory Station Road. In addition, the plan appears to diverge from the setback policies and criteria that was previously enforced along Mallory Station Road.

Firstly, and with regard to public safety concerns, two (2) points of vehicular access to the Oakbrook Development are proposed. One is a curb cut directly from Sunrise Circle, a public road which lies to the west and serves the senior assisted living facility and also the senior living residential community known as the Villages of Morningside development. The second access point is proposed to be accomplished by use of a “22 foot wide cross access easement” on the Avenida Property which connects to Mallory Station Road via a curb cut. This existing curb cut serves as the main entrance and primary ingress and egress from the Avenida community. At stabilization, there may be as many as 200 senior citizens who will live at Avenida and will use that curb cut, in addition to friends, family, deliveries, service, and of course trash trucks and emergency vehicles. If this access easement was to be used as a full-time, uncontrolled ingress and egress from the Oakbrook development, it will create an extremely dangerous driving condition. It was our understanding that when the City required the granting of that access easement, it was expected that the easement would be for emergency purposes only, and certainly not to service a community of “non age-restricted” apartment homes of 3 and 4 bedrooms. That means trash trucks, emergency vehicles and as many as 250-300 additional drivers of all ages (in addition to the Avenida residents) may use that entrance that was designed to serve just one senior living community. Looking at the proposed tight turning radii and the lack of stacking lanes and the lack of traffic flowing controls for congestion it seems obvious that daily use was never anticipated. Further, it was discussed that the consistent setback lines along Mallory would influence how that easement would be incorporated into a future development.

We believe that there needs to be further study of these proposed conditions before you approve what will clearly create a highly dangerous situation. There also seems to be confusion regarding traffic patterns, easements and access points and the original intent of planners for properties along Mallory Station.

In this regard, within the proposed project’s application file, certain comments in the email correspondence identified as “Response to Adjoiners” dated August 19, 2019 are incorrect.

For example, Item 2 of the Response to Adjoiners states the following:

“2. Discuss the access points.

Our community proposes access from (1) Sunrise Circle (a public street) via a 30’ wide access easement recorded in the Morningside P.U.D. Subdivision Final Plat, and (2) the Avenida drive which lies in a 22’ cross-access easement previously recorded. As to the question whether the

Sunrise Circle 30' access easement is enforceable, see attached letter listed as Exhibit A."

This response should be amended to clarify that the community proposes access from (1) Sunrise Circle (a public street) via a 30' wide access easement recorded in the Morningside P.U.D. Subdivision Final Plat, and (2) the existing curb cut located at the western boundary of the Avenida property, which lies within the Cross Easement.

Additionally, Item 13 of the Response to Adjoiners states the following:

"13. Will you prevent traffic generated by the Avenida project to travel west and exit onto Sunrise Circle?

No, we cannot restrict residents of Avenida from using our drives, however Avenida has direct access onto Mallory Station Road AND access to Gen. George Patton Dr. (with its traffic light), so it makes little sense for anyone to "cut" through Oakbrook."

This response is also incorrect, because Avenida DOES NOT have direct access to General George Patton Drive. There is no legal means of ingress and egress over, upon and across the Patton Property to General George Patton Drive.

Avenida proposes that the existing curb cut on the Avenida Property be restricted to serve its property only and the Oakbrook Development Plan be revised to either limit vehicular access thereto via the proposed curb cut on Sunrise Circle or a combination of the Sunrise Circle curb cut and a new curb cut to be installed on the Oakbrook Development's property at a point along Mallory Station Road. This will serve to limit traffic congestion and discourage and/or prevent the owners, guests, users and/or invitees of the Oakbrook Development from entering upon and using the Cross Easement and the Private Access Easements,

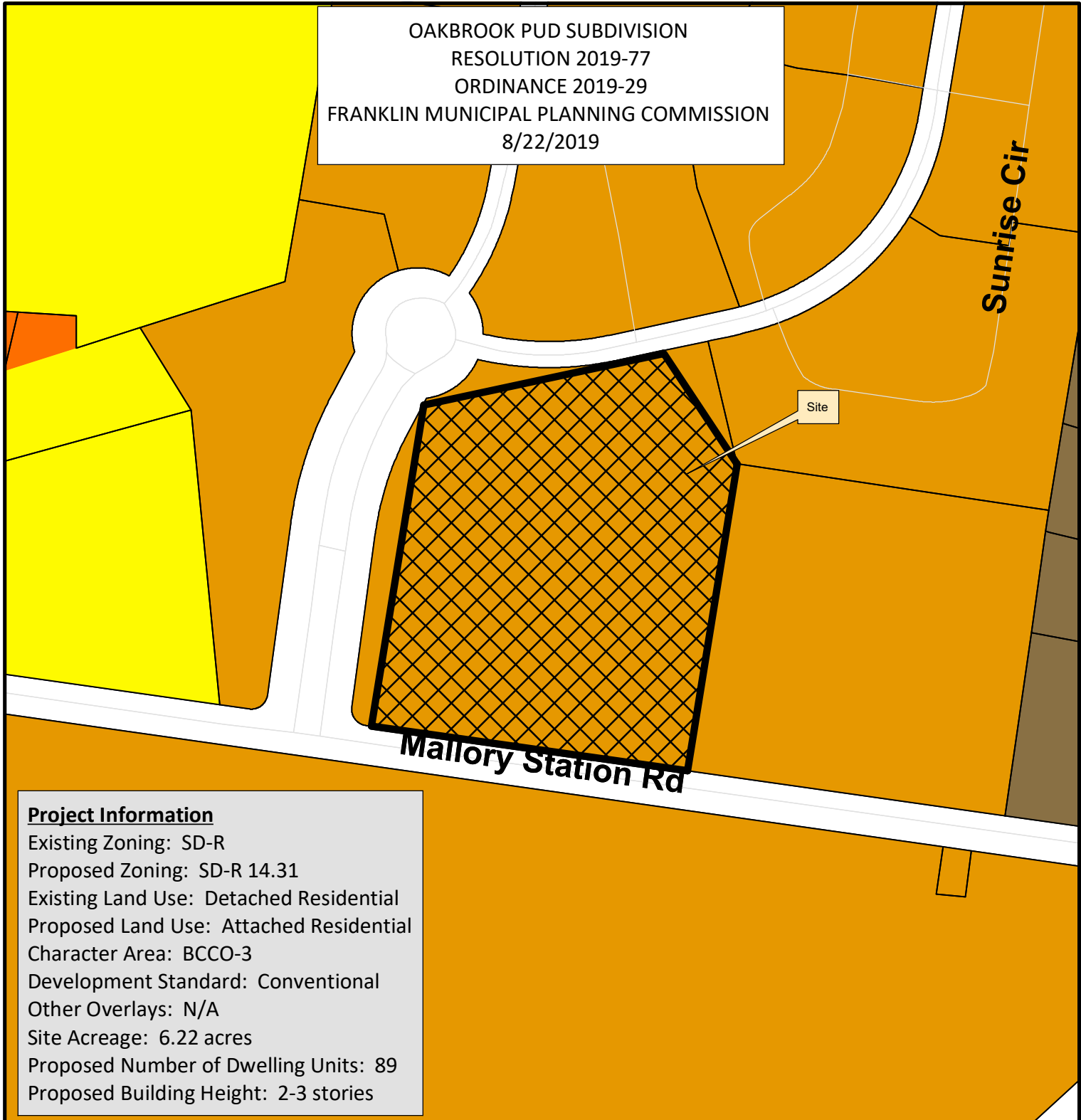
Secondly, Avenida objects to the Oakbrook Development and Oakbrook Development Plan due to the setbacks from Mallory Station Road shown on the Oakbrook Development Plan, which are not consistent with and not in harmony with the surrounding properties. Additionally, the setbacks from Mallory Station Road shown on the Oakbrook Development Plan may compromise and/or frustrate what had been explained to Avenida as a requirement to allow for the future widening of Mallory Station Road.

For the reasons set forth above, Avenida hereby objects to the Oakbrook Development and Oakbrook Development Plan. we have reached out to the developer and opened a dialogue, but we believe we have a duty to alert you of our concerns and allow sufficient time for a reasonable solution to be worked out. Thank you for consideration of the above.

/s/ Robert D. May
Managing Partner,
Avenida Partners Development Group

cc: Shauna R. Billingsley, City Attorney, via email to shauna.billingsley@franklintn.gov
Emily Hunter, City of Franklin Director of Planning and Sustainability, via email to
Emily.hunter@franklintn.gov

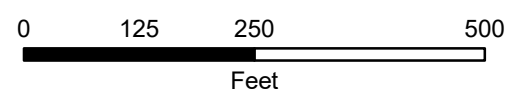
OAKBROOK PUD SUBDIVISION
 RESOLUTION 2019-77
 ORDINANCE 2019-29
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 8/22/2019



Project Information

Existing Zoning: SD-R
 Proposed Zoning: SD-R 14.31
 Existing Land Use: Detached Residential
 Proposed Land Use: Attached Residential
 Character Area: BCCO-3
 Development Standard: Conventional
 Other Overlays: N/A
 Site Acreage: 6.22 acres
 Proposed Number of Dwelling Units: 89
 Proposed Building Height: 2-3 stories

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



This map was created by the Franklin Planning Department. It was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials (c) copyright 2018. All rights reserved.

CONDITIONS OF APPROVAL:

Open Issues: 16 These issues are currently being filtered

Addressing

General Issues

50. Addressing

lori.jarosz@franklin.tn.gov Applicant shall remove Claremont, Emory, and Lynes Drive from the plans. These names haven't been approved.

Engineering - PUD Plan Checklist

General Issues

35. Project Entitlement Note

joe.marlo@franklin.tn.gov *The following shall remain open as a Condition of Approval, but **does not hinder approval of the Development Plan.***

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

36. Easement

joe.marlo@franklin.tn.gov *Comment not addressed, as the requested easement has not been shown.*

Applicant shall show the existing 30-foot Public Access Easement from Sunrise Circle to the subject site on Sheets C2.0 - C5.1. If the revised location of the access drive falls outside of this easement, additional easements will be necessary.

43. F. Development Plan

joe.marlo@franklin.tn.gov Applicant to show extents of 5' sidewalk extending along Legion Drive to sidewalk along Sunrise Circle.



46. Sidewalk

joe.marlo@franklintn.gov *Comment partially addressed, as a 6-foot sidewalk has been added along Mallory Station Road, but it is not located within ROW Dedication.*

At Site Plan, sidewalk along Mallory Station Road shall be within ROW Dedication or a Public Access Easement. Any stormwater features within 5 feet from the nearest edge of sidewalk shall be supported with retaining walls. No portion of retaining walls or wall appurtenances shall lie within ROW Dedication.

47. Revised Final Plat

joe.marlo@franklintn.gov *This is an advisory comment that **does not hinder approval of the Development Plan.***

Advisory Comment: A revised final plat will be required in order to dedicate right-of-way, modify/abandon existing easements on the property and create new easements as necessary for the proposed site development. The revised plat may be submitted concurrent with the Site Plan, and shall be approved and recorded prior to issuance of a Building Permit.

Acquisition of the necessary off-site easements for the infrastructure shown, including that on the adjacent open space lot retained by the Morningside developer, is the responsibility of the Applicant and shall be obtained prior to the issuance of any permits for the proposed project.

56. Vehicular Connection to Avenida

joe.marlo@franklintn.gov *The following is a newcomment based on newinformation shown (revised connection alignment to Avenida site reflected on drawings).*

At Site Plan, Applicant shall provide a connection to the existing pavement on the Avenida Site to the East. Connection shall not be offset as currently shown, but have a smooth, continuous alignment to and from the Avenida site that is navigable by emergency vehicles and meets IFC requirements. No portion of the drive connection shall have a grade steeper than 10%.



Fire-Planning

General Issues

7. Fire Protection

curt.edelmann@franklintn.gov It appears that the applicant is addressing the wrong issue. Hydrant flow information is still needed.

8. Fire Department Access

curt.edelmann@franklintn.gov The fire department will waive the requirement for 26-foot wide streets. It is understood that the buildings will be constructed as townhouses with a minimum 1-hour rated fire barrier between units. The fire barrier will be constructed in accordance with IRC R302.2.

At site plan, include details of fire lane signage / striping.

[Edited By Curt Edelmann]

57. Fire hydrants

curt.edelmann@franklintn.gov Hydrant spacing shown on sheet C5.1 are not sufficient.

There must be a hydrant within 600-feet of every portion of each building assuming the buildings are constructed as town house in accordance with the IRC.

Hydrant spacing can be no greater than 500-feet.

It is further assumed that the sprinkler systems will be designed and installed in accordance with NFPA 13 D with the exception that the system must be designed to supply three sprinklers instead of the usual two due to the buildings' height.

Note: Distances specified above are measured along the approved path of travel.

Note: 13 D sprinkler systems do not require a fire department connection.

[Edited By Curt Edelmann]

Planning

General Issues

52. Off-site Agreement

joseph.bryan@franklintn.gov Comment not addressed. Applicant shall show off site sewer plan to comply with water management's comments.

53. Resubmittal Warning

joseph.bryan@franklintn.gov Applicant shall comply with water/sewer comments to enhance sewer line.
[Edited By Joseph Bryan]

58. Project name

joseph.bryan@franklintn.gov New project name is Oakbrook PUD Subdivision. Applicant shall revise all sheets to reflect the revised name in the title bar.

Planning (Landscape)

General Issues

13. Tree Canopy Retention

jason.arnold@franklintn.gov Comment not addressed. The numbers are still different.
Applicant shall update with one stop submission.

Water/Sewer

General Issues

10. Sanitary sewer

The applicant failed to address the issue, the applicant shall show the required offsite 10" sanitary sewer main upsized to a minimum of 15" to match the downstream pipe size. The off site routing must be submitted for review with the development plan. The limits of the offsite requirements are from the existing manhole on the west side of the railroad tracks, to the existing manhole to the north side of Mallory Station Rd.



At this time, Water Management is attempting to determine the required sizing for the offsite main, but will not have the required information to correctly identify the pipe size before development plan has completed approval process. The developer may wish to have an independent sanitary sewer study completed to identify the size and requirements for the development. Any sizing greater than what is required for the development may qualify for an offset agreement, but the study must be completed and all agreements go to the Board of Mayor and Alderman with the Development plan for approval.

If the applicant wishes to continue the plan forward to planning commission and planning commission approves the development plan, the applicant shall be aware that the sanitary sewer upsizing will be required to be completed to a 15" interceptor. All of the Franklin Water Management and TDEC requirements including capacity requirements will be required.

51. Sanitary sewer

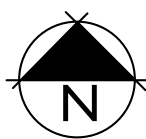
ben.mcneil@franklin.tn.gov The applicant shall be aware that any off-set agreement associated with the offsite sanitary sewer requirement must go to BOMA with the development plan.

MALLORY STATION

PUD SUBDIVISION

DEVELOPMENT PLAN

SD-R (14.31) (SPECIFIC DEVELOPMENT - RESIDENTIAL)
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE



NOT TO SCALE

APPLICANT & LANDSCAPE ARCHITECT:

GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
324 LIBERTY PIKE
SUITE 145
FRANKLIN, TN 37064
615-975-5765
greg.gamble@gdc-tn.com

ENGINEER:

KIMLEY-HORN & ASSOCIATES, INC
214 OCEANSIDE DRIVE
NASHVILLE, TN 37024
PHONE: 615.564.2701

ARCHITECT:

906 STUDIOS
143 5TH AVE S
FRANKLIN, TN 37064
PHONE: 615.988.9065

OWNERS:

BETTIE CAROL WHITE
114 BATTLE AVENUE
FRANKLIN, TN 30764

MARTHA JEAN HOOD
6231 ROBERTS ROAD
ARRINGTON, TN 37014

STATEMENT OF IMPACTS

WATER FACILITIES
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT VIA EXISTING 8" AND 12" WATER LINES THAT RUN IN SUNRISE CIRCLE AND MALLORY STATION ROAD, RESPECTIVELY. WATER AVAILABILITY REQUEST IS ONGOING WITH MALLORY VALLEY UTILITY DISTRICT.
89 UNITS * 350 GPD = 31,150 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN.

REPURIFIED (REUSE) WATER FACILITIES
NOT AVAILABLE TO THIS SITE.

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 3.5 MI (900 COLUMBIA AVE.)
NEAREST FIRE STATION: 0.5 MI (STATION NO. 3, 298 MALLORY STATION ROAD)
NEAREST RECREATIONAL FACILITY: 1.3 MI (ASPEN GROVE PARK, 3200 ASPEN GROVE DRIVE)

PROJECTED STUDENT POPULATION
89 x 0.64 = 57 STUDENTS

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY COF

*NOTE: COMPREHENSIVE REVIEW OF THE ROADWAY, STORMWATER, AND UTILITY ELEMENTS BY THE CITY OF FRANKLIN WILL OCCUR AT THE SITE PLAN STAGE. PROJECT ENTITLEMENTS APPROVED WITH THIS DEVELOPMENT PLAN DO NOT CONSTITUTE APPROVAL OF THE ROADWAY, STORMWATER, AND UTILITY ELEMENTS SHOWN ON THE DEVELOPMENT PLAN. IF, UPON APPLICATION OF CITY OF FRANKLIN STREET, STORMWATER, AND UTILITY STANDARDS AT THE SITE PLAN STAGE, THE APPLICANT CANNOT ACHIEVE THE MAXIMUM APPROVED ENTITLEMENTS, THE APPLICANT SHALL BE CONFINED TO THE ENTITLEMENTS ACHIEVABLE FROM THE APPLICATION OF SAID STANDARDS.

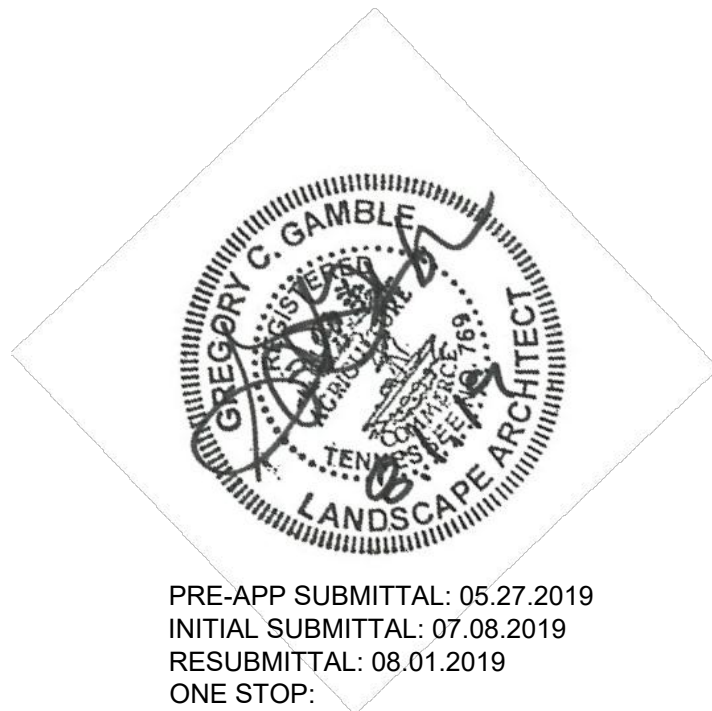
SHEET INDEX

C1.0	EXISTING CONDITIONS PLAN
C1.1	ENLARGED EXISTING CONDITIONS PLAN
C2.0	DEVELOPMENT PLAN
C3.1	GRADING AND DRAINAGE
C4.1	FIRE ROW & ACCESS
C4.2	REFUSE ROW & ACCESS
C5.1	UTILITY
A 1.0	4-UNIT TOWNHOME ELEVATIONS & PERSPECTIVES
A 1.1	5-UNIT TOWNHOME ELEVATIONS & PERSPECTIVES
A 1.2	6-UNIT TOWNHOME ELEVATIONS & PERSPECTIVES
A 1.3	6-UNIT 2-STORY TOWNHOME ELEVATIONS & PERSPECTIVES
A 1.4	GARAGE ELEVATIONS & PERSPECTIVES
A 1.5	AMENITY CENTER ELEVATIONS & PERSPECTIVES
EX1	OPEN SPACE EXHIBIT

MALLORY STATION PUD SUBDIVISION

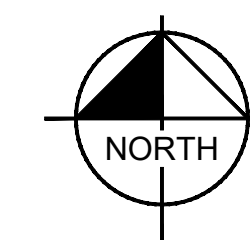
SITE DATA

SUBDIVISION/DEVELOPMENT:	MALLORY STATION PUD SUBDIVISION
COF PROJECT NUMBER:	7037
TAX MAP & PARCELS:	MAP 53 - PARCELS 99.00
ADDRESS	200 MALLORY STATION ROAD
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	8TH
SITE ACREAGE:	6.22 AC
EXISTING ZONING:	SD-R
CHARACTER OVERLAY:	BCCO-3
PROPOSED ZONING -	SD-R (14.31)
OTHER APPLICABLE OVERLAYS:	N/A
APPLICABLE DEVELOPMENT STANDARDS:	CONVENTIONAL
PROPOSED # OF UNITS:	89



Kimley»Horn





Drawing name: K:\NSH_LDEV\013205003 - 200 Mallory Station Rd\4-CADD\Development Plan\PlanSheets\C1.0 OVERALL EXISTING CONDITIONS.dwg C1.1 ENLARGED EXISTING CONDITIONS PLAN Aug 01, 2019 4:46pm by: david.haupt



NOTE: NO AREA ON SITE EXCEEDS 14% SLOPE

TREE LEGEND

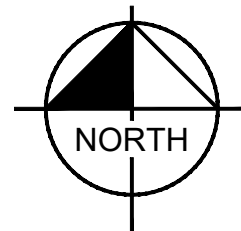
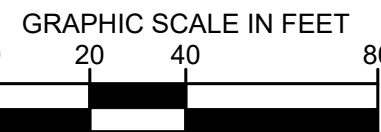
- EXISTING TREE CANOPY
- TREES TO BE REMOVED (REMAINING TREES TO BE PRESERVED)

EXISTING TREE CANOPY

TOTAL SITE AREA:
271,056 SF (6.22 AC)
EXISTING TREE CANOPY: 54,817 SF
54,817 SF / 271,056 SF = 20% OF SITE
REQUIRED CANOPY PRESERVATION:
48% OF TOTAL CANOPY
54,817 SF * 48% = 26,312 SF

SOIL KEY

ARA ARMOUR SILT LOAM
ARB2 ARMOUR SILT LOAM
CAA CAPTINA SILT LOAM, PHOSPHATIC
HBB2 HAMPSHIRE SILT LOAM



SITE DATA CHART

PROJECT NAME:	MALLORY STATION
PROJECT #:	XXXX
SUBDIVISION:	053-09900
LOT NUMBER:	200 MALLORY STATION ROAD
ADDRESS:	FRANKLIN
COUNTY:	WILLIAMSON
CIVIL DISTRICT:	TENNESSEE
EXISTING ZONING:	8TH
PROPOSED ZONING:	SD-R
EXISTING CHARACTER AREA:	SD-R (17.68)
OTHER APPLICABLE OVERLAYS:	BCCO-3
APPLICABLE DEVELOPMENT STANDARD:	N/A
ACREAGE OF SITE:	CONVENTIONAL
SQUARE FOOTAGE OF SITE:	6.22 AC
OWNER 1:	271,056 SF
ADDRESS:	MARTHA JEAN HOOD
OWNER 2:	6231 ROBERTS ROAD
ADDRESS:	ARRINGTON, TN 37014
APPLICANT:	BETTIE CAROL WHITE
ADDRESS:	114 BATTLE AVENUE
CONTACT:	FRANKLIN, TN 37064
	GAMBLE DESIGN COLLABORATIVE
	324 LIBERTY PIKE
	SUITE 145
	(615) 975-5765
	greg@gdc-tn.com
	GREG GAMBLE

SURVEY NOTES

- THE INFORMATION SHOWN ON THIS PLAN IS BASED UPON THE TENNESSEE STATE PLAN COORDINATE SYSTEM, AND NAD 83 DATUM.
- BASE INFORMATION WAS OBTAINED VIA WILLIAMSON COUNTY GIS.
- THE CONSULTANT HAS FOUND NO EVIDENCE OF THE MINERAL RIGHTS OF THIS PROPERTY BEING TRANSFERRED TO ANY PARTY OTHER THAN THE OWNER.
- THIS PROJECT IS NOT LOCATED IN A FLOOD HAZARD AREA ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY NO. 47187C, PANEL NO. 204F, DATED SEPTEMBER 29, 2006, ZONE "X".

SITE LEGEND

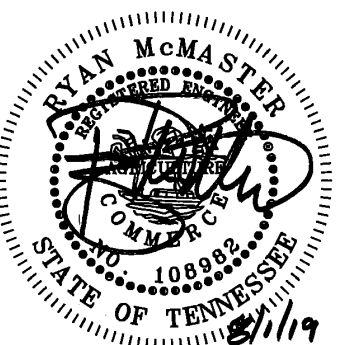
- EXISTING WATER LINE
- EXISTING UNDERGROUND ELECTRIC
- EXISTING GAS MAIN
- EXISTING ELECTRIC LINE
- EXISTING UNDERGROUND TELEPHONE/FIBER OPTIC
- EXISTING FIRE HYDRANT
- EXISTING LIGHT POLE



GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

Kimley»Horn

MALLORY STATION DEVELOPMENT PLAN
200 MALLORY STATION ROAD
Franklin, Williamson County, Tennessee



Revision	Date
△	
△	
△	
△	

ENLARGED
EXISTING
CONDITIONS PLAN

C1.1

COF#XXXX





Revision Date	
△	
△	
△	
△	

SITE DATA CHART

PROJECT NAME: MALLORY STATION
PROJECT #: 7037
SUBDIVISION: MORNINGSIDE
LOT NUMBER: 053-09900
ADDRESS: 200 MALLORY STATION ROAD
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 8

EXISTING ZONING: SD-R
PROPOSED ZONING: SD-R (14.31)
EXISTING CHARACTER AREA: BCCO-3
OTHER APPLICABLE OVERLAYS: N/A
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
ACREAGE OF SITE: 6.22 AC
SQUARE FOOTAGE OF SITE: 271,056 SF
MINIMUM SETBACKS: PER PUD

OWNER 1: MARTHA JEAN HOOD
ADDRESS: 6231 ROBERTS ROAD
ARRINGTON, TN 37014

OWNER 2: BETTIE CAROL WHITE
ADDRESS: 114 BATTLE AVENUE
FRANKLIN, TN 37064

APPLICANT: GAMBLE DESIGN COLLABORATIVE
ADDRESS: 324 LIBERTY PIKE
SUITE 145
(615) 975-5765
EMAIL: greg@gdc-tn.com
CONTACT: GREG GAMBLE

BUILDING SQUARE FOOTAGE: 192,368 SF
BUILDING HEIGHT: 3 STORIES
TOTAL NUMBER OF UNITS: 89
REQUIRED LSR: .2
PROVIDED LSR: .34
MINIMUM PARKING REQUIREMENT: 267
MAXIMUM PARKING LIMIT: 294
EXISTING PARKING: 0
PROVIDED PARKING: 281
RESIDENTIAL DENSITY: 14.31 DUA
TREE CANOPY: 57,358 SF (1.31 AC)
PARKLAND DEDICATION: \$383,056.00 (APPLICANT TO PAY FEES IN LIEU)

OPEN SPACE REQUIREMENT:
FORMAL 13,939 SF (.32 AC)
INFORMAL 26,572 SF (.61 AC)
TOTAL: 40,658 SF (.93 AC)

STATEMENT OF IMPACTS

WATER FACILITIES
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT VIA EXISTING 8" AND 12" WATER LINES THAT RUN IN SUNRISE CIRCLE AND MALLORY STATION ROAD, RESPECTIVELY. WATER AVAILABILITY REQUEST IS ONGOING WITH MALLORY VALLEY UTILITY DISTRICT.
89 UNITS = 31,150 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN.

REPURIFIED (REUSE) WATER FACILITIES
NOT AVAILABLE TO THIS SITE.

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 3.5 MI (900 COLUMBIA AVE.)
NEAREST FIRE STATION: 0.5 MI (STATION NO. 3, 298 MALLORY STATION ROAD)
NEAREST RECREATIONAL FACILITY: 1.3 MI (ASPEN GROVE PARK, 3200 ASPEN GROVE DRIVE)

PROJECTED STUDENT POPULATION
57 STUDENTS

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY COF

TREE CANOPY RETENTION

OVERALL AREA = 271,056 SF (6.22 AC)			
	EXISTING	REMOVED	RETAINED
TOTAL SF	48,496 SF	26,014 SF	22,482 SF
TOTAL ACRES	1.11 AC	0.60 AC	0.52 AC
TREE CANOPY DATA:			
TOTAL EXISTING TREE CANOPY:	48,496 (18% OF SITE)		
REQUIRED CANOPY PRESERVATION:	54% (26,187 SF, 0.60 AC)		
PROVIDED TREE CANOPY PRESERVATION:	22,482 SF, 0.52 AC (87% OF REQUIRED PRESERVATION)		

OPEN SPACE REQUIREMENT CHART

MINIMUM OPEN SPACE REQUIREMENT: 15%
15% * 6.22 AC (TOTAL AREA MINUS RESERVED R.O.W.s) = .93 AC / 40,658 SF
NOTE: 34% OF OPEN SPACE IS FORMAL = 0.32 AC / 13,939 SF
66% OF OPEN SPACE IS INFORMAL = .61 AC / 26,572 SF

KEY	CLASSIFICATION	TYPE	AREA (SF)
100	INFORMAL	ACTIVE RECREATIONAL AREA	17,876
101	FORMAL	ACTIVE RECREATIONAL AREA	14,533
102	INFORMAL	WATER QUALITY	20,741
103	INFORMAL	BUFFER / WATER QUALITY	34,046
104	INFORMAL	BUFFER	28,409
105	INFORMAL	ACTIVE RECREATIONAL AREA	11,909

PROVIDED PARKING

REQUIRED:
3+ BEDROOM = 3 SPACES

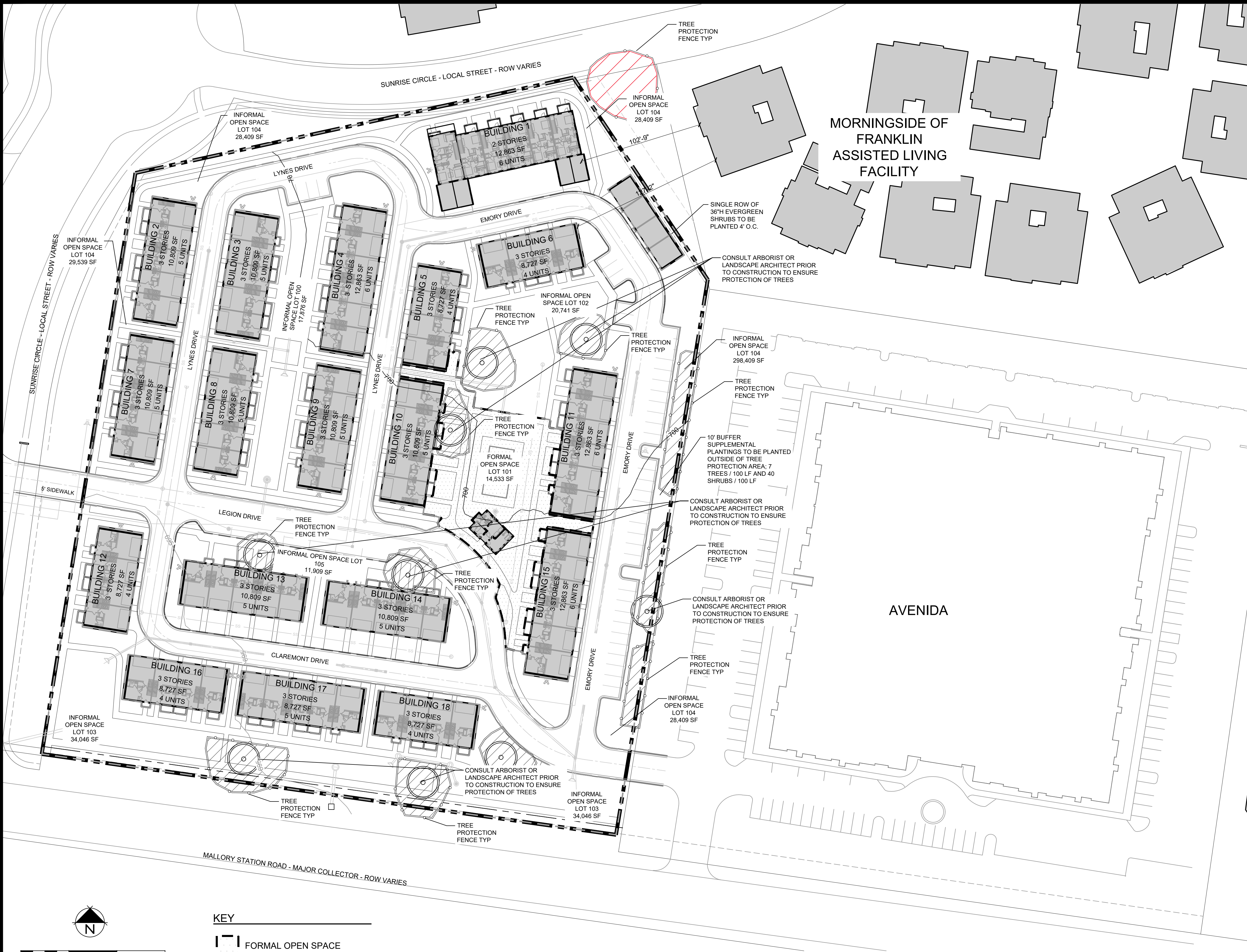
REQUIRED PARKING BREAKDOWN

TOTAL BUILDINGS:	18
TOTAL UNITS:	89 (ALL 3+BR)
TOTAL REQUIRED SPACES:	267

TOTAL PROVIDED PARKING:	281 SPACES
GARAGE:	188
TANDEM SPACES:	32
OFF-STREET PARKING:	51
TOTAL MAXIMUM PARKING LIMIT:	294 (110% OF REQUIRED)

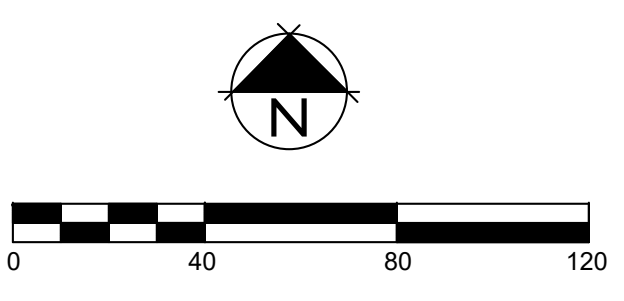
*NOTE: SIDEWALKS ADJACENT TO ON-STREET PARKING ARE 7' WIDTH

*NOTE:
THE MALLORY STATION DEVELOPMENT PLAN IS A HORIZONTAL PROPERTY REGIME. ALL DRIVES ARE TO BE ACCESS EASEMENTS. AFTER THE APPROVAL OF A SITE PLAN, A FINAL PLAT SHALL BE RECORDED TO REFLECT THOSE EASEMENTS. THERE SHALL BE A CONTINUOUS ACCESS EASEMENT CONTINUING FROM THE EASEMENT AT SUNRISE CIRCLE TO THE EASEMENT AT THE AVENIDA DEVELOPMENT. THIS EASEMENT SHOULD FOLLOW THE MOST DIRECT PATH AVAILABLE WITHOUT MODIFYING THE CURRENT BUILDING LAYOUT.



KEY

- FORMAL OPEN SPACE
- INFORMAL OPEN SPACE
- PRESERVED TREE CANOPY
- DETENTION AREA
- BIO-RETENTION AREA



BOUNDARY AND TOPOGRAPHY SURVEY PROVIDED BY:
WILLIAMSON COUNTY GIS

WATER

WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT VIA AN EXISTING 12" WATER MAIN RUNNING ALONG THE WESTERN EDGE OF SUNSET CIRCLE. WATER AVAILABLE REQUEST IS ONGOING WITH MALLORY VALLEY UTILITY DISTRICT.

SANITARY SEWER

SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN. SEWER AVAILABILITY REQUEST IS ONGOING WITH CITY OF FRANKLIN. PROJECTED FLOW IS 50 SFU.

RECLAIMED WATER LINE

RECLAIMED WATER INFRASTRUCTURE IS NOT PRESENT OR PROPOSED ON THE SITE.

STORMWATER

STORMWATER FLOWS WILL BE TREATED FOR WATER QUALITY BY GREEN INFRASTRUCTURE THROUGHOUT THE SITE AND POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PRE DEVELOPEMENT PEAK FLOWS BY THE DETENTION POND AND OUTLET STRUCTURE.

ELECTRICITY

ELECTRICITY WILL BE PROVIDED BY MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORP.

GAS

NATURAL GAS WILL BE PROVIDED BY ATMOS GAS, IF AVAILABLE.

REFUSE COLLECTION

REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY THE CURBSIDE VIA INDIVIDUAL DUMPSTERS RESIDENTS WILL WHEEL OUT TO THE COLLECTION FOR PICKUP.

DRAINAGE FACILITIES

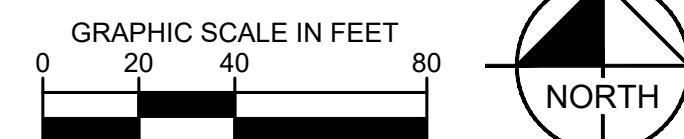
APPROXIMATELY 3.73 AC OF IMPERVIOUS AREA TO BE ADDED. OUTFALL LOCATIONS WILL STAY WITHIN THE SAME FROM PRE-CONSTRUCTION TO POST-CONSTRUCTION CONDITIONS.

1. GRADING PERMIT IS REQUIRED FOR ANY PROJECT DISTURBING MORE THAN 10,000 SF. ADDING MORE THAN 5,000 SF OF IMPERVIOUS SURFACE OR FOR ANY SITE GRADING REQUIRING STOCKPILING OF MATERIAL. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY SUPERVISION REQUIRED TO SUPPORT FIELD TESTING BY THE INDEPENDENT TESTING FIRM AND INSPECTIONS BY CITY OFFICIALS AT NO COST TO THE CITY. THE CITY SHALL NOT BE RESPONSIBLE FOR ANY PERMITS BE SUBMITTED DIRECTLY TO THE STREET DEPARTMENT. DEFECTS DISCLOSED BY TESTS SHALL BE RECTIFIED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CITY SHALL MAKE A FINAL INSPECTION OF THE PROJECT AFTER COMPLETION TO DETERMINE ACCEPTABILITY OF THE WORK AND FOR RELEASE OF PERFORMANCE BOND. IF REQUIRED, THE CITY SHALL HAVE THE RIGHT TO RETAIN THE ACCEPTOR RESPONSIBLE FOR THE PROJECT SHALL CERTIFY IN WRITING TO THE CITY ENGINEER THAT THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH THE CITY SPECIFICATIONS.
3. DRAINAGE FACILITIES INCLUDING, BUT NOT LIMITED TO, CULVERTS, DETENTION BASINS AND DITCHES, AS WELL AS THE ROADWAY IMPROVEMENT BASE SHALL BE CONSTRUCTED AND INSPECTED. THE INSPECTION TESTED AND GIVEN APPROVAL AT EACH STAGE OF INSTALLATION PRIOR TO PROCEEDING TO THE NEXT STAGE OF CONSTRUCTION. FINAL INSPECTION AND APPROVAL AND ACCEPTANCE OF STREETS AND DRAINAGE SYSTEMS WILL NOT BE GRANTED UNTIL ALL WORK HAS BEEN COMPLETED IN ACCORDANCE WITH THE CITY SPECIFICATIONS.
4. LOCATING AND COORDINATION FOR THE RELOCATION OF EXISTING UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR. TENNESSEE'S PUBLIC UTILITY AND THE CITY OF MEMPHIS SHALL BE NOTIFIED AND SHALL BE UTILIZED IN ADDITION TO COORDINATION WITH LOCAL UTILITY OWNERS. THE CONTRACTOR SHALL AT ALL TIMES PROTECT EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR COSTS DUE TO DAMAGE CAUSED TO ANY UTILITY LINES.

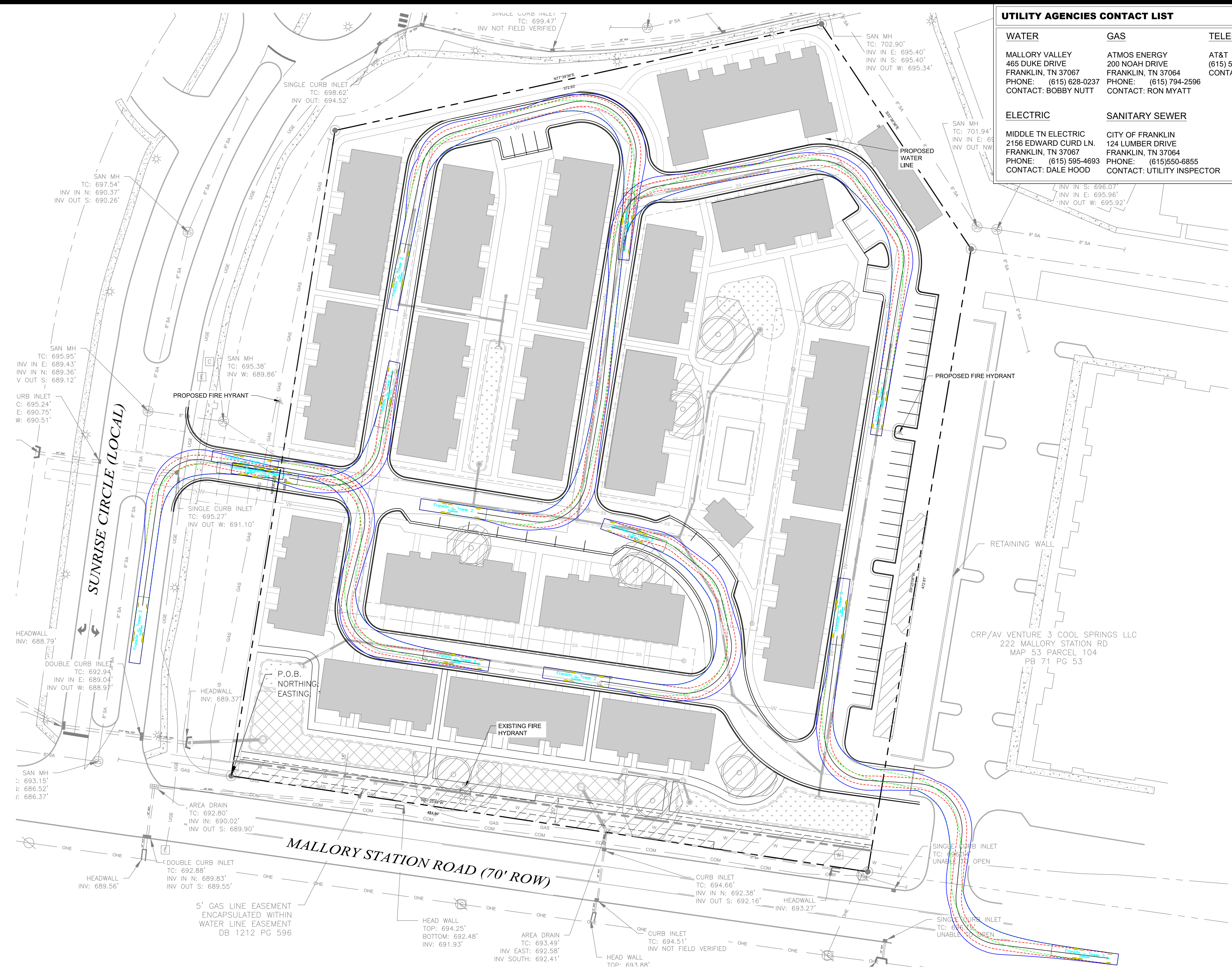
ON-SITE STORMWATER WILL BE DIRECTED AWAY FROM PROPOSED BUILDINGS VIA POSITIVE DRAINAGE AND WILL SHEET FLOW INTO A CLOSED STORM SYSTEM AND TOWARDS THE BIORETENTION AREAS. STORMWATER RUNOFF WILL FLOW INTO PROPOSED BIORETENTION AREAS FOR INFILTRATION AND TREATMENT. OFF-SITE STORMWATER WILL BE DIVERTED AWAY FROM ANY PROPOSED STORMWATER TREATMENT AREAS. THE PROPOSED BIORETENTION AREAS WILL TREAT STORMWATER RUNOFF EITHER BY ALLOWING INFILTRATES INTO THE SOIL OR DISCHARGES VIA AN OVERFLOW BERM/STORM STRUCTURES TO THE PROPOSED DETENTION BASIN.

TOTAL SITE AREA =	6.22 ACRES
SITE IMPERVIOUS AREA =	+/- 3.73 ACRES

	PROPOSED SANITARY SEWER
	PROPOSED WATER MAIN
	PROPOSED STORM PIPE
	EXISTING SANITARY SEWER PIPE
	EXISTING WATER MAIN
	EXISTING GAS MAIN
	EXISTING STORM PIPE
	LIMITS OF DISTURBANCE
	FIRE HYDRANT

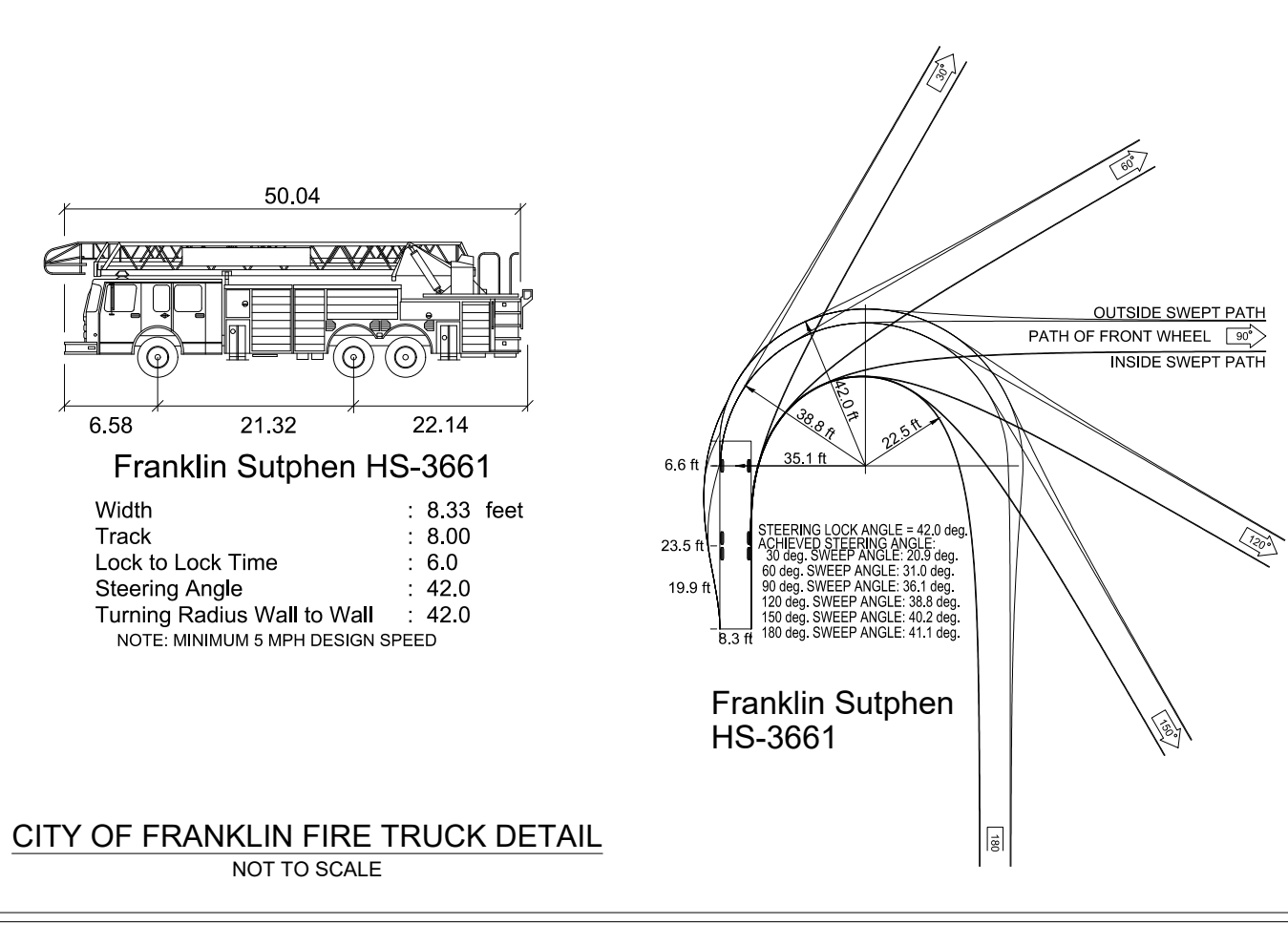


Drawing name: K:\NSH\LDEV\013205003 - 200 Mallory Station Rd\4-CADD\Development Plan\PlanSheets\C4.1 ENLARGED ROW & ACCESS PLAN.dwg C4.1 FIRE ROW & ACCESS PLAN Aug 01, 2019 4:47pm by: david.houpt



UTILITY AGENCIES CONTACT LIST			
WATER	GAS	TELEPHONE	ENGINEER
MALLORY VALLEY 465 DUKE DRIVE FRANKLIN, TN 37067 PHONE: (615) 628-0237 CONTACT: BOBBY NUTT	ATMOS ENERGY 200 NOAH DRIVE FRANKLIN, TN 37064 PHONE: (615) 794-2596 CONTACT: RON MYATT	AT&T (615) 595-7816 CONTACT: DAVID TUTTEROW	KIMLEY-HORN AND ASSOCIATES, INC. 214 OCEANSIDE DRIVE NASHVILLE, TENNESSEE 37204 PHONE: (615) 564-2701 CONTACT: RYAN MCMASTER, P.E.
ELECTRIC	SANITARY SEWER	CABLE	CITY OF FRANKLIN
MIDDLE TN ELECTRIC 2156 EDWARD CURD LN. FRANKLIN, TN 37067 PHONE: (615) 595-4693 CONTACT: DALE HOOD	CITY OF FRANKLIN 124 LUMBER DRIVE FRANKLIN, TN 37064 PHONE: (615) 550-6855 CONTACT: UTILITY INSPECTOR	COMCAST 2501 McGAVOCK PK. SUITE 1206 NASHVILLE, TN 37214 (615) 440-2920 CONTACT: PAULA BROOKS	109 3rd AVENUE SOUTH, FRANKLIN, TN 37067 CONTACT: PLANNING : JOSH KING 615-550-6977 ENGINEERING : LANCE FITTRO 615-550-6676

- ROW & ACCESS GENERAL NOTES**
- PRIOR TO BEGINNING ANY CONSTRUCTION, THE DEVELOPER AND/OR CONTRACTOR, SHALL OBTAIN ALL NECESSARY PERMITS AS REQUIRED BY LAW. SUCH PERMITS MAY INCLUDE, BUT ARE NOT LIMITED TO, THOSE REQUIRED BY STATE OF TENNESSEE, WILLIAMSON COUNTY AND OTHER CITY OF FRANKLIN AGENCIES.
 - ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ON-SITE DURING CONSTRUCTION.
 - CONSTRUCTION MATERIALS SHALL BE FULLY TESTED IN ACCORDANCE WITH THE DESIGNATIONS AND REQUIREMENTS WITHIN THE REFERENCED "TDOT STANDARD SPECIFICATIONS" SECTIONS, UNLESS OTHERWISE NOTED WITHIN THE "STANDARD SPECIFICATIONS" SECTION OF THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.
 - AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL MAKE A FINAL INSPECTION OF THE PROJECT AFTER COMPLETION TO DETERMINE ACCEPTABILITY OF THE WORK AND FOR RELEASE OF PERFORMANCE BONDS IF REQUIRED. BEFORE THIS FINAL INSPECTION CAN BE MADE, THE ENGINEER RESPONSIBLE FOR THE PROJECT SHALL CERTIFY IN WRITING TO THE CITY ENGINEER THAT THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.
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IMPACT STATEMENT

-ACCESS TO THE DEVELOPMENT WILL BE PROVIDED VIA DRIVEWAY CONNECTION DIRECTLY FROM SUNRISE CIRCLE TO THE WEST AND INDIRECTLY FROM MALLORY STATION ROAD THROUGH A DRIVEWAY CONNECTION TO THE AVENIDA DEVELOPMENT AT THE SOUTHEAST CORNER OF THE SITE.

-PROPOSED DEVELOPMENT IS EXPECTED TO PRODUCE 31 TRIPS IN THE AM PEAK HOUR AND 39 TRIPS IN THE PM PEAK HOUR.

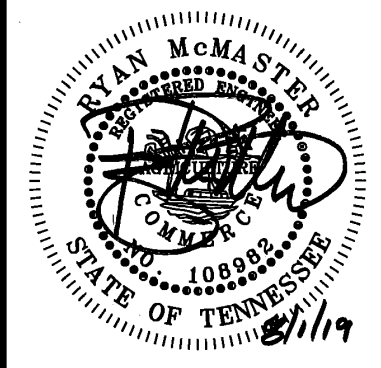
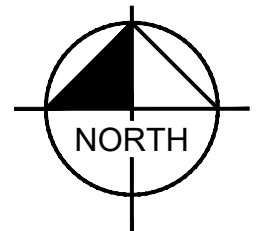
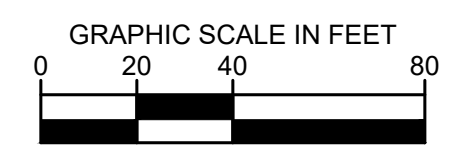
-NO OFFSITE IMPROVEMENTS FOR TRAFFIC IMPACTS ARE EXPECTED WITH THIS DEVELOPMENT.

FIRE FLOW TEST

FLOW TEST DATE: 08/23/2018, 2:30 PM
STATIC PRESSURE: 124 psi
RESIDUAL PRESSURE: 110 psi
FLOW: 1,194 GPM

TESTED BY CORY BORUM AND BEN BUTLER, HEATHCOAT & DAVIS, INC.

SITE LEGEND	
SS	PROPOSED SANITARY SEWER PIPE
W	PROPOSED WATER MAIN
SS	PROPOSED STORM PIPE
SS	EXISTING SANITARY SEWER PIPE
W	EXISTING WATER MAIN
ST	EXISTING GAS MAIN
SS	EXISTING STORM PIPE
LOC	LIMITS OF DISTURBANCE
PH	FIRE HYDRANT



Revision	Date
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FIRE ROW & ACCESS PLAN

C4.1

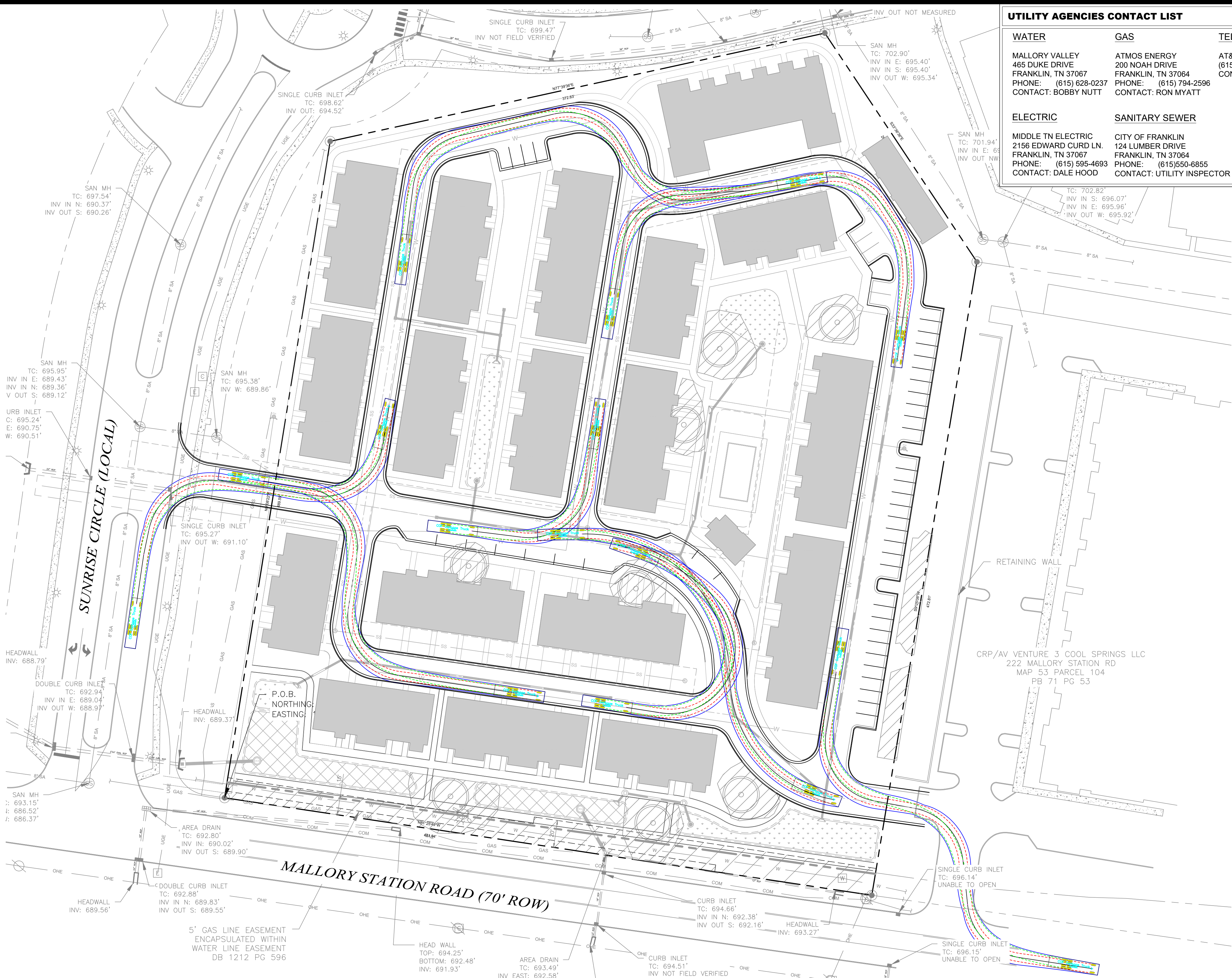
COF#XXXX

MALLORY STATION DEVELOPMENT PLAN
200 MALLORY STATION ROAD
Franklin, Williamson County, Tennessee

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

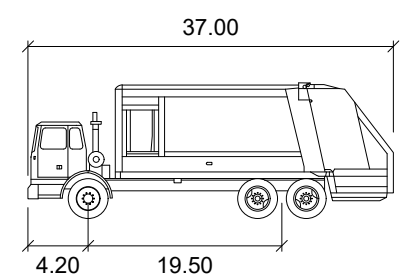
Kimley»Horn

Drawing name: K:\NSH_LDEV\013205003 - 200 Mallory Station Rd\4-CADD\Development Plan\PlanSheets\C4.1 ENLARGED ROW & ACCESS PLAN.dwg C4.2 REFUSE ROW & ACCESS PLAN Aug 01, 2019 4:47pm by: david.hauptert



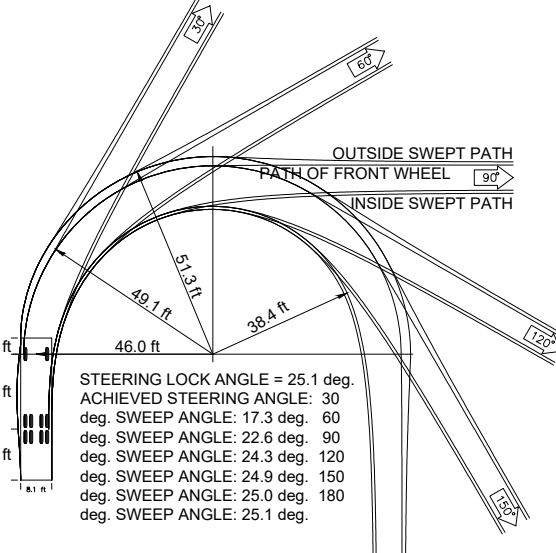
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 - ALL TEMPORARY STRIPING SHALL CONFORM TO "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," PUBLISHED BY TDOT, THE LATEST REVISION EXCEPT AS HEREIN AMENDED. WHEN APPROVED, TEMPORARY STRIPING SHALL BE REQUIRED PRIOR TO THE OPENING OF A STREET FOR TRAVEL WHERE PAVEMENT AND/OR PERMANENT STRIPING CANNOT BE COMPLETED DUE TO WEATHER AND/OR TIME CONSTRAINTS.
 - THERMOPLASTIC PAVEMENT MARKINGS SHOULD BE USED ON ALL PUBLIC AND PRIVATE CITY STREET PROJECTS. THERMOPLASTIC TRAFFIC STRIPING AND PAVEMENT MARKINGS SHALL CONFORM TO SECTION 716.03 "THERMOPLASTIC PAVEMENT MARKINGS", OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS (TDOT), AND TO THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.



COF Garbage Truck

Width	: 8.10
Track	: 6.50
Lock to Lock Time	: 6.0
Steering Angle	: 25.1



COF Garbage Truck

NOTE: THE GARBAGE TRUCK SPECIFICATIONS SHOWN ABOVE MATCH THE CITY OF FRANKLIN STANDARD COMMERCIAL FRONT LOADER TRUCK DESIGN.

CITY OF FRANKLIN GARBAGE TRUCK DETAIL
NOT TO SCALE

IMPACT STATEMENT

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-PROPOSED DEVELOPMENT IS EXPECTED TO PRODUCE 31 TRIPS IN THE AM PEAK HOUR AND 39 TRIPS IN THE PM PEAK HOUR.
-OFFSITE IMPROVEMENTS ARE TO BE MADE PER RECOMMENDATIONS FROM THE TRAFFIC IMPACT ANALYSIS FOR THIS SITE AND DISCUSSIONS WITH CITY OF FRANKLIN OFFICIALS.

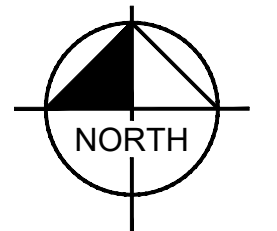
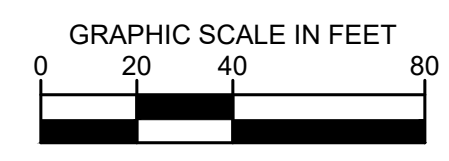
FIRE FLOW TEST

FLOW TEST DATE: 08/23/2018, 2:30 PM
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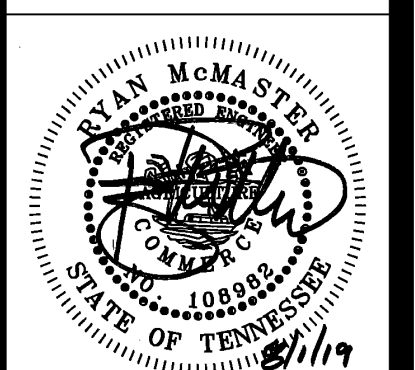


SITE LEGEND	
SS	PROPOSED SANITARY SEWER PIPE
W	PROPOSED WATER MAIN
SS	PROPOSED STORM PIPE
SS	EXISTING SANITARY SEWER PIPE
---	EXISTING WATER MAIN
G	EXISTING GAS MAIN
ST	EXISTING STORM PIPE
LOC	LIMITS OF DISTURBANCE
PH	FIRE HYDRANT



Kimley»Horn

MALLORY STATION DEVELOPMENT PLAN
200 MALLORY STATION ROAD
Franklin, Williamson County, Tennessee

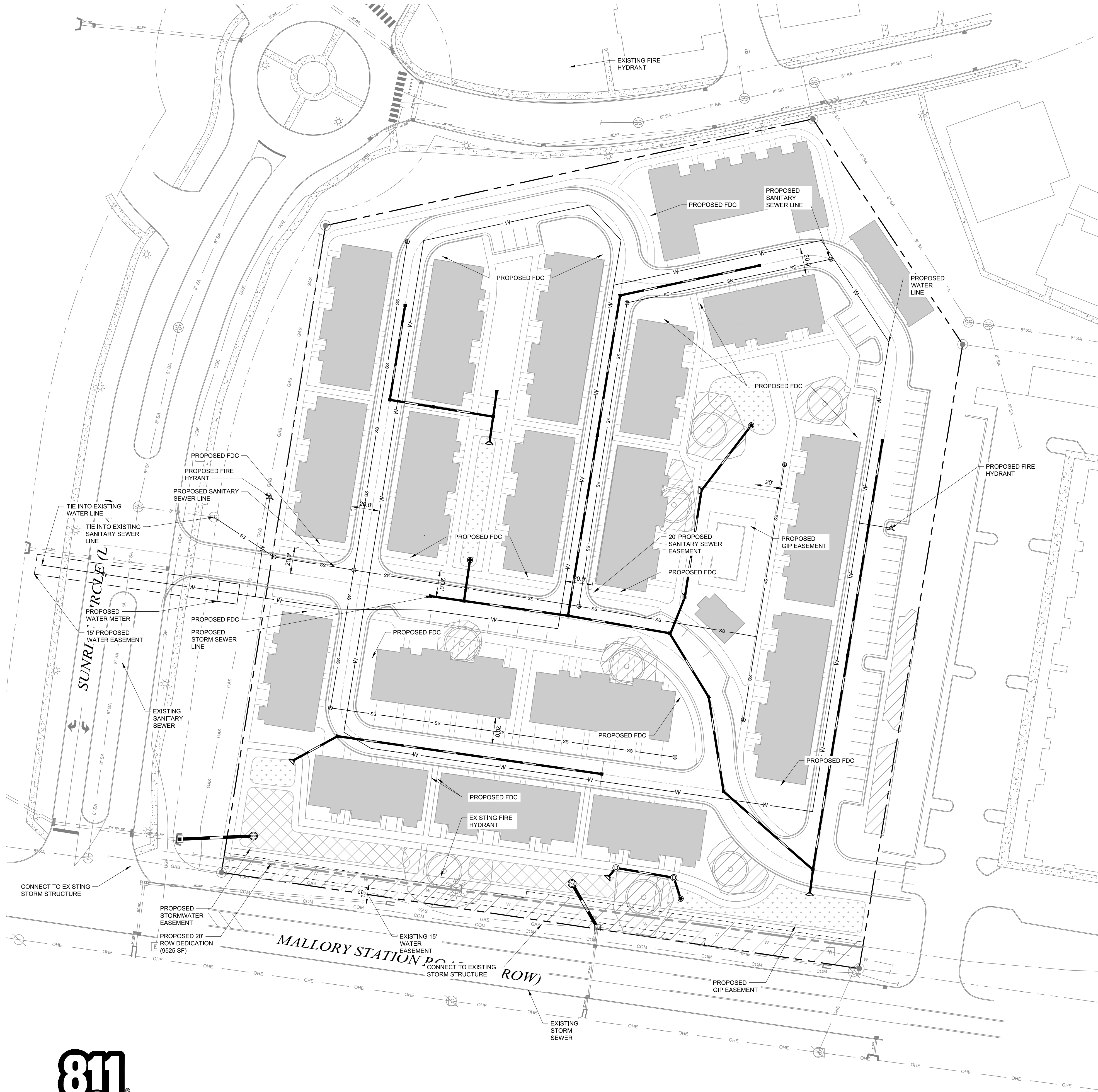


Revision	Date
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REFUSE ROW & ACCESS PLAN

C4.2
COF#XXXX

Drawing name: K:\NSH_LDEV\013205003 - 200 Mallory Station Rd\4-CADD\Development Plan\PlanSheets\C5.1 ENLARGED UTILITY PLAN.dwg Aug 01, 2019 4:47pm by: david.hauptert



UTILITY AGENCIES CONTACT LIST

WATER	GAS	TELEPHONE	ENGINEER
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UTILITY NOTES

- ALL PERSONS WHO UNDERTAKE THE CONSTRUCTION OF WATER, SEWER AND/OR RECLAIMED WATER LINES LOCATED IN, OR AFFECTING SERVICES PROVIDED BY THE CITY OF FRANKLIN SHALL COMPLY WITH THE REQUIREMENTS AND REGULATIONS SET FORTH IN THE "GENERAL REQUIREMENTS & TECHNICAL SPECIFICATIONS, WATER MANAGEMENT DEPARTMENT, CITY OF FRANKLIN, TENNESSEE" LATEST EDITION, ALONG WITH ANY AMENDMENTS, ADDITIONS, OR ALTERATION THAT MAY THEREAFTER BE ADOPTED BY THE BOARD OF MAYOR AND ALDERMEN BY RESOLUTION.
- CONTRACTOR SHALL OBTAIN WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT PRIOR TO SCHEDULING REQUIRED PRE-CONSTRUCTION SITE MEETING. CONTRACTOR SHALL COMPLETE THE PRE-CONSTRUCTION SITE MEETING PRIOR TO COMMENCING WITH CONSTRUCTION.
- CONTRACTOR SHALL OBTAIN AND KEEP ALL OF THE FOLLOWING ITEMS ON THE JOBSITE AT ALL TIMES DURING CONSTRUCTION:
 - APPROVED, STAMPED AND SIGNED WATER AND/OR SEWER PLANS
 - WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT, WITH ALL STEPS COMPLETED AND SIGNED BY APPROPRIATE CITY EMPLOYEES.
 - COPY OF APPROVED AVAILABILITY REQUEST RESPONSE LETTER.
 - A COPY OF ALL APPROVED CUT SHEETS.
- ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE SHALL BECOME THE RESPONSIBILITY OF THE CITY OF FRANKLIN, TN FOLLOWING APPROVAL FROM THE CITY OF FRANKLIN INSPECTORS AND ACCEPTANCE BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION. THE ACCEPTANCE DATE SHALL BE BASED ON THE DAY MAINTENANCE SURETIES ARE ESTABLISHED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION.
- PRIOR TO THE ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE THE CONTRACTOR SHALL BE REQUIRED TO SUBMIT AS-BUILT DRAWINGS TO THE PLANNING AND SUSTAINABILITY DEPARTMENT.
- ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ON-SITE DURING CONSTRUCTION.
- ANY DAMAGES CAUSED TO EXISTING UTILITIES DURING CONSTRUCTION SHALL, AT HIS OWN EXPENSE, BE REPLACED OR REPAIRED TO ORIGINAL CONDITION AND QUALITY, AS APPROVED BY THE OWNER AND REPRESENTATIVE OF THE APPROPRIATE UTILITY COMPANY, BY THE CONTRACTOR.

IMPACT STATEMENT

WATER
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT VIA AN EXISTING 8" WATER LINE THAT RUNS ALONG THE WESTERN EDGE OF SUNSET CIRCLE. WATER AVAILABILITY REQUEST IS ONGOING WITH MALLORY VALLEY UTILITY DISTRICT.

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN. SEWER AVAILABILITY REQUEST IS ONGOING WITH CITY OF FRANKLIN. PROJECTED FLOW IS 99 SFUE.

RECLAIMED WATER LINE
RECLAIMED WATER INFRASTRUCTURE IS NOT PRESENT OR PROPOSED ON THIS SITE.

STORMWATER
STORMWATER FLOWS WILL BE TREATED FOR WATER QUALITY BY GREEN INFRASTRUCTURE THROUGHOUT THE SITE AND POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PRE DEVELOPMENT PEAK FLOWS BY THE DETENTION POND AND OUTLET STRUCTURE.

ELECTRICITY
ELECTRICITY WILL BE PROVIDED BY MIDDLE TENNESSEE ELECTRIC MEMBERSHIP CORP.

GAS
NATURAL GAS WILL BE PROVIDED BY ATMOS GAS, IF AVAILABLE.

REFUSE COLLECTION
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY COLLECTION VIA INDIVIDUAL DUMPSTERS RESIDENTS WILL WHEEL OUT TO THE CURB FOR PICKUP.

DRAINAGE FACILITIES
APPROXIMATELY 3.73 AC OF IMPERVIOUS AREA TO BE ADDED. OUTFALL LOCATIONS WILL STAY RELATIVELY THE SAME FROM PRE-CONSTRUCTION TO POST-CONSTRUCTION CONDITIONS.

UTILITY LAYOUT NOTE

DETAILS AND LAYOUT OF UTILITIES SHOWN GRAPHICALLY ON THIS PLAN ARE SUBJECT TO CHANGE BETWEEN DEVELOPMENT PLAN AND SITE PLAN SUBMITTALS.

EXISTING UTILITIES NOTE

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES AND NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES AND/OR CONFLICTS WITH EXISTING OR PROPOSED UTILITIES PRIOR TO PROCEEDING. COF DOES NOT PARTICIPATE IN 811/TN ONE CALL. CONTACT COF WATER/SEWER DEPT. FOR LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.

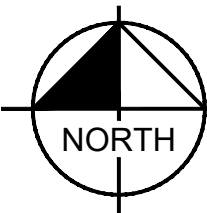
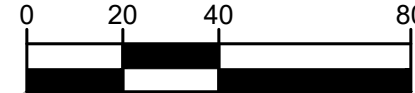
WATER INFRASTRUCTURE NOTE

WATER LAYOUT SHOWN ON THIS PLAN IS CONCEPTUAL. REFER TO FINAL DRAWINGS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT FOR CONSTRUCTION.

SITE LEGEND

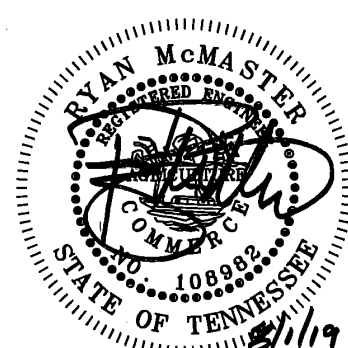
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LOD	EXISTING STORM PIPE
PH	LIMITS OF DISTURBANCE
PH	FIRE HYDRANT

GRAPHIC SCALE IN FEET



Kimley»Horn

MALLORY STATION DEVELOPMENT PLAN
200 MALLORY STATION ROAD
Franklin, Williamson County, Tennessee



Revision	Date
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ENLARGED
UTILITY PLAN

C5.1

COF#XXXX



Know what's below.
Call before you dig.



1 CONCEPTUAL FRONT ELEVATION

0' 4' 8' 16'

3 CONCEPTUAL PERSPECTIVE VIEW

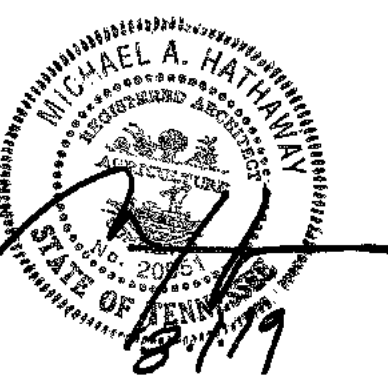


2 CONCEPTUAL REAR ELEVATION

0' 4' 8' 16'

4 CONCEPTUAL PERSPECTIVE VIEW

* THE FOLLOWING CHARACTER IMAGES ARE PROVIDED TO GIVE A SENSE OF THE PROPOSED GENERAL ARCHITECTURAL DESIGN PROPOSED FOR THIS PROJECT. IT IS NOT INTENDED TO REFLECT FINAL ARCHITECTURE INCLUDING FINAL COLOR SELECTIONS. DURING THE SITE PLAN SUBMITTAL PHASE OF THIS PROJECT, WE WILL PROVIDE FOR REVIEW AND APPROVAL FINAL ARCHITECTURE WITH PROPOSED COLOR SELECTIONS.



2019, 906 STUDIO ARCHITECTS, LLC. DRAWINGS AND DESIGN CONCEPTS SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART IN ANY FORM WITHOUT PRIOR WRITTEN CONSENT OF 906 STUDIO ARCHITECTS, LLC.

NO. DESCRIPTION DATE

Project Number
19.1061

4 UNIT TOWNHOME
ELEVATIONS &
PERSPECTIVES

A1.0



1 CONCEPTUAL FRONT ELEVATION
1/8" = 1'-0"

0' 4' 8' 16'



3 CONCEPTUAL PERSPECTIVE VIEW



2 CONCEPTUAL REAR ELEVATION
1/8" = 1'-0"

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5 UNIT TOWNHOME
ELEVATIONS &
PERSPECTIVES

A1.1



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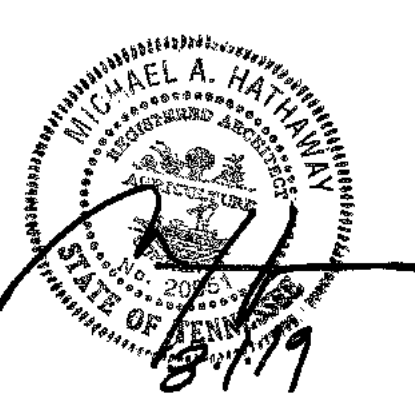
3 CONCEPTUAL PERSPECTIVE VIEW



2 CONCEPTUAL REAR ELEVATION

4 CONCEPTUAL PERSPECTIVE VIEW

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Project Number
19.1061
6 UNIT TOWNHOME
ELEVATIONS &
PERSPECTIVES



1 CONCEPTUAL FRONT ELEVATION
1/8" = 1'-0"

0' 4' 8' 16'



2 CONCEPTUAL REAR ELEVATION
1/8" = 1'-0"

0' 4' 8' 16'



3 CONCEPTUAL PERSPECTIVE VIEW



4 CONCEPTUAL PERSPECTIVE VIEW

* THE FOLLOWING CHARACTER IMAGES ARE PROVIDED TO GIVE A SENSE OF THE PROPOSED GENERAL ARCHITECTURAL DESIGN PROPOSED FOR THIS PROJECT. IT IS NOT INTENDED TO REFLECT FINAL ARCHITECTURE INCLUDING FINAL COLOR SELECTIONS. DURING THE SITE PLAN SUBMITTAL PHASE OF THIS PROJECT, WE WILL PROVIDE FOR REVIEW AND APPROVAL FINAL ARCHITECTURE WITH PROPOSED COLOR SELECTIONS.



2019, 906 STUDIO ARCHITECTS, LLC. DRAWINGS AND DESIGN CONCEPTS SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART IN ANY FORM WITHOUT PRIOR WRITTEN CONSENT OF 906 STUDIO ARCHITECTS, LLC.

NO.	DESCRIPTION	DATE

Project Number
19.1061

6 UNIT 2-STORY
TOWNHOME
ELEVATIONS &
PERSPECTIVES

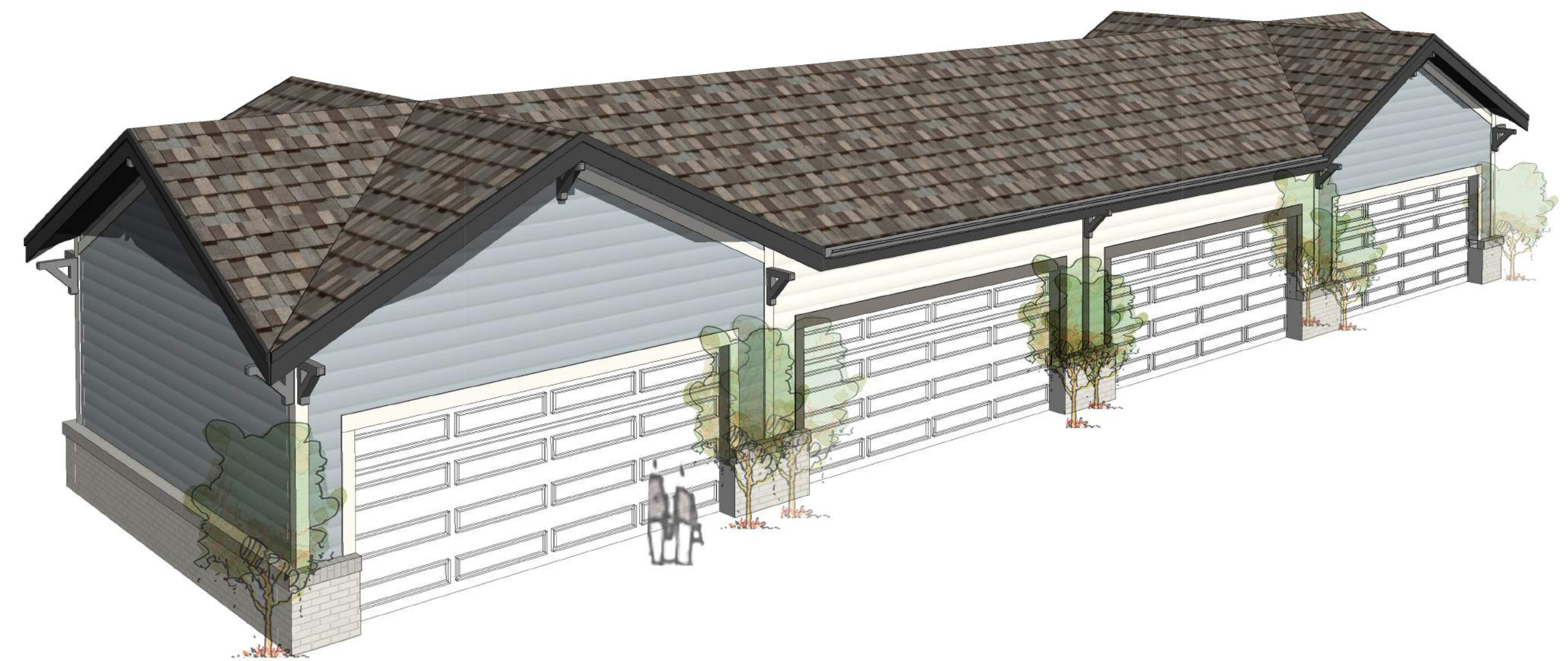
A1.3



1 CONCEPTUAL FRONT ELEVATION

1/8" = 1'-0"

0' 4' 8' 16'



3 CONCEPTUAL PERSPECTIVE VIEW



2 CONCEPTUAL REAR ELEVATION

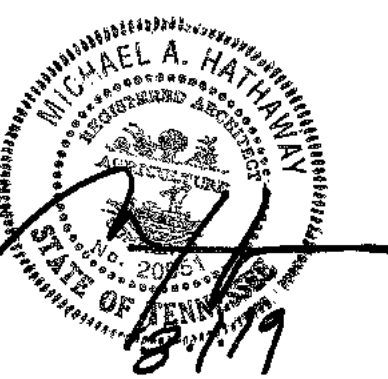
1/8" = 1'-0"

0' 4' 8' 16'



4 CONCEPTUAL PERSPECTIVE VIEW

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NO. DESCRIPTION DATE

Project Number
19.1061

GARAGE ELEVATIONS & PERSPECTIVES

A1.4



1 CONCEPTUAL FRONT ELEVATION

1/8" = 1'-0"

0' 4' 8' 16'



3 CONCEPTUAL PERSPECTIVE VIEW



2 CONCEPTUAL REAR ELEVATION

1/8" = 1'-0"

0' 4' 8' 16'



4 CONCEPTUAL PERSPECTIVE VIEW

* THE FOLLOWING CHARACTER IMAGES ARE PROVIDED TO GIVE A SENSE OF THE PROPOSED GENERAL ARCHITECTURAL DESIGN PROPOSED FOR THIS PROJECT. IT IS NOT INTENDED TO REFLECT FINAL ARCHITECTURE INCLUDING FINAL COLOR SELECTIONS. DURING THE SITE PLAN SUBMITTAL PHASE OF THIS PROJECT, WE WILL PROVIDE FOR REVIEW AND APPROVAL FINAL ARCHITECTURE WITH PROPOSED COLOR SELECTIONS.

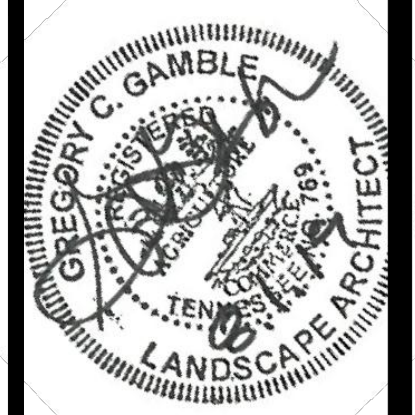


2019, 906 STUDIO ARCHITECTS, LLC. DRAWINGS AND DESIGN CONCEPTS SHALL NOT BE USED OR REPRODUCED IN WHOLE OR IN PART IN ANY FORM WITHOUT PRIOR WRITTEN CONSENT OF 906 STUDIO ARCHITECTS, LLC.

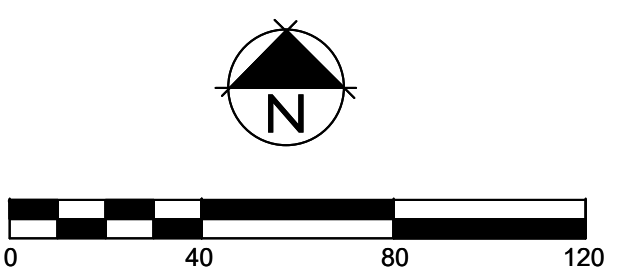
NO. DESCRIPTION DATE

Project Number
19.1061

AMENITY CENTER
ELEVATIONS &
PERSPECTIVES



Revision	Date
△	
△	
△	
△	



BOUNDARY AND TOPOGRAPHY SURVEY PROVIDED BY:
WILLIAMSON COUNTY GIS

KEY

FORMAL OPEN SPACE

INFORMAL OPEN SPACE

OPEN SPACE REQUIREMENT CHART			
MINIMUM OPEN SPACE REQUIREMENT: 15%			
15% * 6.22 AC (TOTAL AREA MINUS RESERVED R.O.W.s) = .93 AC / 40,658 SF			
NOTE: 34% OF OPEN SPACE IS FORMAL = 0.32 AC / 13,939 SF			
66% OF OPEN SPACE IS INFORMAL = .61 AC / 26,572 SF			
OPEN SPACE PROVIDED:			
KEY	CLASSIFICATION	TYPE	AREA (SF)
100	INFORMAL	ACTIVE RECREATIONAL AREA	17,876
101	FORMAL	ACTIVE RECREATIONAL AREA	14,533
102	INFORMAL	WATER QUALITY	20,741
103	INFORMAL	BUFFER / WATER QUALITY	34,046
104	INFORMAL	BUFFER	28,409
105	INFORMAL	ACTIVE RECREATIONAL AREA	11,909

*NOTE:
THE MALLORY STATION DEVELOPMENT PLAN IS A HORIZONTAL
PROPERTY REGIME. ALL DRIVES ARE TO BE ACCESS EASEMENTS. AFTER
THE APPROVAL OF A SITE PLAN, A FINAL PLAT SHALL BE RECORDED
TO REFLECT THOSE EASEMENTS. THERE SHALL BE A CONTINUOUS
ACCESS EASEMENT CONTINUING FROM THE EASEMENT AT SUNRISE
CIRCLE TO THE EASEMENT AT THE AVENIDA DEVELOPMENT. THIS
EASEMENT SHOULD FOLLOW THE MOST DIRECT PATH AVAILABLE
WITHOUT MODIFYING THE CURRENT BUILDING LAYOUT.

*NOTE:
FORMAL OPEN SPACE LOT 101 WILL
CONSIST OF THE AMENITY BUILDING,
POOL, BENCHES, AND FORMAL PLANTINGS

From: [Greg Gamble](#)
To: annpetersen@comcast.net; [Mike Hathaway](#); roger.lindsey@nashville.gov; [Jennifer Szilagyi](#); [Scott Harrison](#); [Jimmy Franks](#); [Michael Orr](#); [Alma Mclemore](#); mdadst@aol.com
Cc: danamclendon@mac.com; [Jose Kreutz](#); [Eric Wojak](#); [Ryan McMaster](#); [Scott Stokes](#); [Emily Hunter](#); [Amy Diaz-Barriga](#); [GLENN STOPHEL](#)
Subject: Oakbrook PUD
Date: Wednesday, August 21, 2019 1:50:55 PM
Attachments: [Response to Adjoiners19-0819.pdf](#)

ATTENTION COF staff: This email originated from outside the City of Franklin. Please use discretion when clicking on attachments & links from unknown senders or suspicious emails.

Dear Planning Commissioner.

Please find the attached letter of responses prepared by Thompson Thrift for Oakbrook proposed on Mallory Station. This letter of response has been provided to the Homeowner's Associations for Morningside 1 and 2. We met with the HOA boards this morning to review the letter. In addition to the responses, we were asked to make the following commitments to the HOA. We agree to all commitments, and are happy to submit them into the Planning Commission record.

Commitments:

1. Share the lease agreement for the residents and the restrictions.
2. Discourage the use of the private Morningside sidewalks to the north of Oakbrook.
3. Transition to Morningside with a 2-Story Town Home, per the Development Plan.
4. Share and discuss the Final Landscape Plan for the open space areas along Sunrise Circle within the Morningside HOA owned property. Provide irrigation to this area, and take over all maintenance responsibilities of the open space area and white fence along Sunrise Circle and adjacent to Oakbrook.
5. Protect the Sightlines from Sunrise Circle to Mallory Station.
6. When the town homes are converted to Condominium For-Sale Homes, the covenants must meet or exceed the covenants of Morningside.
7. Request No-Parking signs along Sunrise Circle, and if approved fund the installation of the signs.

I believe that many questions have been addressed with the commitments and with the responses provided in the attached letter.

We look forward to the discussion tomorrow night at the Planning Commission meeting.

Please do not hesitate to email me if you have any questions.

Sincerely,

Greg Gamble



615.975.5765

324 Liberty Pike, Suite 145
Franklin, TN 37064

August 19, 2019

Ms. Cody Blair
Mr. Glenn Stophel
Villages of Morningside Homeowners Associations
Via Email

RE: 200 Mallory Station Road

Dear Ms. Blair and Mr. Stophel,

Thank you for the continued opportunity to discuss our project with you. As a follow up to our meeting with the two boards on May 22nd, and the general neighborhood meeting on June 6th, we are summarizing the questions that were presented, and our responses as follows:

1. *What is the name of the project?*

The project has been named "Oakbrook".

2. *Discuss the access points.*

Our community proposes access from (1) Sunrise Circle (a public street) via a 30' wide access easement recorded in the Morningside P.U.D. Subdivision Final Plat, and (2) the Avenida drive which lies in a 22' cross-access easement previously recorded. As to the question whether the Sunrise Circle 30' access easement is enforceable, see attached letter listed as Exhibit A.

3. *Will Oakbrook provide additional landscaping along Sunrise Circle?*

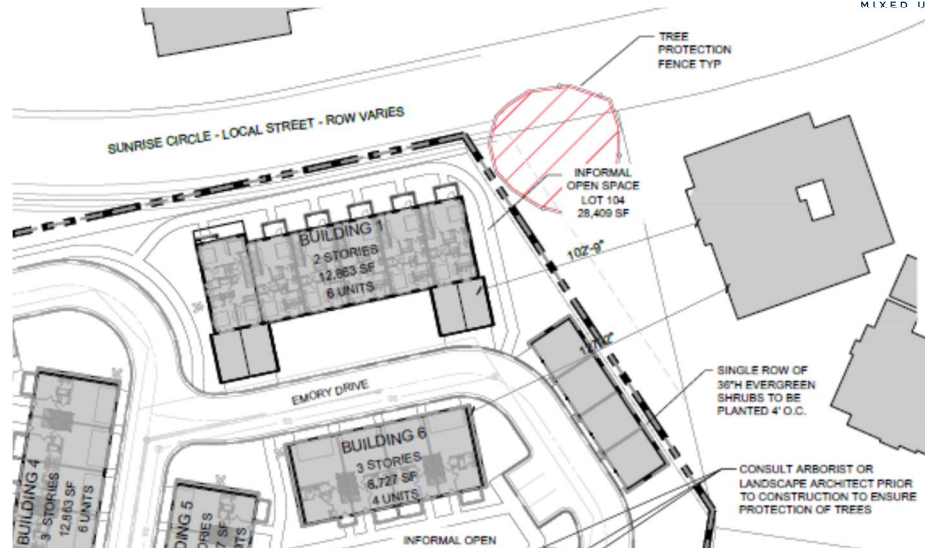
Yes, as part of our project we will install additional landscaping in the common area along the east side of Sunrise Circle. Additionally, we will agree to maintain said landscape area at our expense.

4. *Do you propose linear green space along Mallory Station Road?*

Yes, our community features a 50' (min.) wide linear park along our frontage on Mallory Station Road.

5. *Explain your proposed buffers to the Morningside community.*

Along Sunrise Circle (to our north), we have designed our building to be only 2 stories, to better match the buildings near us. Additionally, we propose a set of detached garages to screen the Morningside homes closest to us from our drive aisles. We propose a minimum of 100' separation between our building and our closest neighbor.



6. *Discuss the number of kids anticipated in your project.*

Based on similar projects we have constructed, and studies of census data (see Exhibit B), we expect to see approximately 40 children, with school-age children being approximately half that number.

7. *Where will school buses pick up students?*

Pursuant our conversations with the Franklin Special School District transportation coordinators, students in our community will be picked up at our clubhouse, where we will offer shelter from the elements.

8. *How many people will live in your community?*

While we have no definitive way of forecasting how many residents will live in our community, our on-site management staff will perform background checks and income verification on every adult (18 years or older) who lives in our community.

9. *What is your typical lease term?*

Our community will offer 12 month leases. VRBO or other forms of short-term subrentals will not be permitted.

10. *Will any of the existing trees be preserved?*

Our site plan is mindful of the existence of specimen trees on the property, and every effort will be made to preserve a number of the larger trees on site.

11. *Will your project create the demand for a new traffic light at Sunrise Circle and Mallory Station Road?*

No, according to our traffic studies, our 89-home project does not generate enough additional traffic to meet the required warrants for a traffic signal.

12. *Have you previously built other communities in Franklin and will you maintain ownership of the community?*

Oakbrook will be our first community in Franklin. While we can't predict the future, it is our expectation that we will own the community for many years to come.

13. *Will you prevent traffic generated by the Avenida project to travel west and exit onto Sunrise Circle?*

No, we cannot restrict residents of Avenida from using our drives, however Avenida has direct access onto Mallory Station Road AND access to Gen. George Patton Dr. (with its traffic light), so it makes little sense for anyone to "cut" through Oakbrook.

14. *Will the existing vinyl split rail fence be preserved?*

The fence belongs to the Morningside neighborhood, and it is not our intent to remove it—with the exception of where our drive connects onto Sunrise Circle.

15. *How long will it take to build out the community?*

We anticipate completing the last of the 89 homes 15 and 18 months after ground-breaking.

16. *Will you prepare a traffic study?*

Yes, a study has been prepared and submitted to the city for review.

17. *We would like you to consider modifications to the pavement markings on Mallory Station Road, to allow for an easier left turn out of Sunrise Circle.*

We have discussed your idea with the city's engineering department. Please see their response as Exhibit C.

18. *How many lanes will Mallory station be in the future?*

We are not aware of the timing of any improvements beyond the intersection improvements at Franklin Road.

19. *Why was the Mallory Station Road speed limit increased?*

We do not have any information on that subject.

20. *Will the architecture be similar to Avenida's?*

No, as our homes are townhomes, we will design them such that each home is distinctly different than the adjacent home.

21. *We request that you schedule your construction activities such that the building facing Sunrise Circle (north end) is completed early on.*

We will certainly incorporate that request into our schedule.

22. How is drainage to be handled?

We will discharge our rainfall runoff into the storm sewer system along our south border, and crosses under Mallory Station Road. Prior to our discharge, we will treat the initial runoff "flush".

23. Will you install a Stop sign for traffic exiting your community onto Sunrise Circle?

Yes.

24. Will your community offer garages?

Yes, every one of our 89 homes will have a two-car garage.

25. How will you provide security to your residents?

We will make available one of our homes to a police officer (at a discounted rate).

26. When do you expect to break ground?

It is our hope that we will have all permits in hand by March or April 2020.

27. Please discuss the proposed interior finishes.

Our homes will feature granite or quartz counter tops, custom cabinets, woo-like plank flooring and stainless steel appliances.

28. What is the value of each home in your community?

Each home will cost approximately \$500,000 to construct (including land).

29. What amount of Open space is being provided?

Our community will have 35% of open space.

30. Will you consider offering your homes as condominiums?

Our model is to offer maintenance-free homes, where we maintain both the outside and inside of every home. It is possible that in the future our homes are offered for sale.

31. Will there be a reduction in the water pressure as a result of your project?

No. The City of Franklin utilities will ensure that sufficient volume and pressure is provided.

We stand by to address any additional questions and look forward to contributing to the value of the area.

Sincerely,

Jose Kreutz

EXHIBIT A

MEMORANDUM

To: Thompson Thrift Development, Inc.
From: Taft Stettinius & Hollister LLP
Date: August 19, 2019
Re: 200 Mallory Station Rd., Franklin, TN | Access Issues

At your request, we have summarized the 30-foot Public Access Easement issue related to the property located at 200 Mallory Station Rd., Franklin, TN ("Real Estate"), pursuant by that certain Purchase Agreement dated April 22, 2019 ("Agreement") by and between Ms. Bettie Carol White and Martha Jean Hood ("Seller") and Thompson Thrift Development, Inc. ("Thompson Thrift"). Please note we have not fully completed our title and survey review of the Real Estate and are continuing to discuss this matter with the local title company. Accordingly, we reserve the right to comment further.

POTENTIAL ISSUES

1) 30 Foot Public Access Easement –

Based upon our review of a certain Final Plat of Morningside P.U.D. Subdivision, dated February 13, 1996, and recorded in the Williamson County Recorder's Office as Book 23, Page 50 (the "Plat"), and upon our discussions with Rob Ashworth of the Ashworth Law Firm, PLLC ("Title Company"), in his capacity as issuing agent for Old Republic National Title Insurance Company ("Old Republic"), we are of the opinion that a 30 foot wide public access easement ("Access Easement") located on the western boundary of the Real Estate validly exists and would provide beneficial legal access to the Real Estate, as depicted below.

The Access Easement was expressly reserved by the Plat, case law, in Tennessee, is clear that an easement reserved by a recorded plat is not an easement by necessity (which could terminate following the end of the necessity), but rather an express easement which can only be extinguished “by an act of the dominant owner, either by release or abandonment, by act of the servient owner by prescription or conveyance to a bona fide purchaser without notice, by the conduct of both parties, such as by merger or estoppel, or by eminent domain, mortgage, foreclosure, or tax sale.” *Smith v. Evans*, No. M200702855COAR3CV, 2008 WL 3983117, at *4 (Tenn. Ct. App. Aug. 27, 2008) quoting 25 Am. Jur. 2d Easements and Licenses § 95. Accordingly, some clear, express act is needed to release the Access Easement and the Title Company found no such document in its search.

We understand Thompson Thrift has had discussions with certain neighboring property owners regarding this Access Easement who assert they want the easement to be limited; however, they have shown no authority to date that would create such an obligation on behalf of Thompson Thrift. The Title Company advises it believes the Access Easement validly exists and does provide legal access to the Real Estate.

EXHIBIT B

In 2014, the National Multifamily Housing Council published the results of a comprehensive national study—based on census data-- that looked at the number of children living in apartments vs. condominiums and single-family homes. (Source: [http://www.nmhc.org/News/Research-Notes--Apartments-Versus-Schools-Redux-\(March-2014\)/](http://www.nmhc.org/News/Research-Notes--Apartments-Versus-Schools-Redux-(March-2014)/)) . Below are key charts from the article:

- Figure 1 looks at the number of children (all ages) based on the type of housing:

FIGURE 1

Children, Tenure and Housing Structure

	Total	Single-family renter	Single-family owner	Multifamily renter	Multifamily owner
Households (millions)	116.0	14.5	65.4	17.7	2.4
HHs with at least one child	37.5	6.9	20.9	4.3	0.3
Share of HHs with children (%)	32	48	32	24	12
Children per 100 HHs	60	96	59	41	17

SOURCE: NMHC TABULATIONS OF CENSUS BUREAU'S AMERICAN COMMUNITY SURVEY, 2012

Note: Multifamily refers to buildings with five or more units; as such, "total" includes two- to four-unit multifamily homes, which are not shown separately.

- Figure 3 looks at the number of school-aged children:

FIGURE 3

School-Age Children Per 100 Households

	Total	Single-family renter	Single-family owner	Multifamily renter	Multifamily owner
All	42	65	43	24	9
Built before 1990	38	62	36	25	*
Built 1990-2004	51	75	56	23	*
Built 2005-2012	51	77	58	22	*

SOURCE: NMHC TABULATIONS OF CENSUS BUREAU'S AMERICAN COMMUNITY SURVEY, 2012

*Sample size too small to produce reliable data for multifamily owner homes built after 1989.

Note: Multifamily refers to buildings with five or more units; as such, "total" includes two- to four-unit multifamily homes, which are not shown separately.

Based on the above data, and specific to our design which features "homes attached in groups of four to six units", we estimate the following:

Number of Children = 89 units x 41 children/ 100 households = 37 children

Number of School-Age Children = 89 units x 22 children/ 100 households = 20 school-age children

EXHIBIT C

From: McMaster, Ryan <ryan.mcmaster@kimley-horn.com>
Sent: Wednesday, July 31, 2019 3:45 PM
To: Jose Kreutz <jkreutz@thompsonthrift.com>
Subject: FW: 200 Mallory Station

Jose,

Please see below from Adam Moser, the traffic engineer at COF. This response will allow you to respond to the HOA appropriately for their request to remove the “hatching” in Mallory Station Rd. Let me know if you have questions.

Thanks,
Ryan

From: Adam Moser <adam.moser@franklintn.gov>
Sent: Wednesday, July 31, 2019 1:45 PM
To: McMaster, Ryan <ryan.mcmaster@kimley-horn.com>
Cc: David Prather <dprather@franklintn.gov>
Subject: RE: 200 Mallory Station

Ryan

Unfortunately, no, this hatching will not be removed. The hatching is there to emphasize that a left turn is not possible going westbound (i.e. no driveway exists) and to protect the left turns going eastbound into Sunrise Circle so that a westbound vehicle does not try to enter the center turn lane to impede eastbound left turns at this location (and by all means it never should for the length of this roadway in this section).

Sunrise Circle drivers turning left onto Mallory Station eastbound can use this area to merge into Mallory Station, by TN code 55-8-140(5), part B “A vehicle shall not be driven in the left turn lane except when preparing for or making a left turn from **or into** the roadway”. I highlighted ‘or into’ as that lane can be used to complete your merge onto the roadway (in this case Mallory Station). The hatching should not prevent them from using the center lane to make a left turn INTO THE ROADWAY and safely merging onto Mallory Station, per the code, at a reasonable distance.

This type of hatching is common for these busy ‘T’ intersections with a shared two-way left turn lane to emphasize this protection of the opposing turn and that there is not a reason to be traveling westbound in that center lane (to protect eastbound turns). It is not used everywhere, but by engineering discretion – usually at busier T intersections to help protect that turning movement.

Please ensure the residents that making a left onto the roadway utilizing that lane is allowable, hatching or not.

Adam Moser, P.E.

Traffic Engineer

City of Franklin

From: McMaster, Ryan <ryan.mcmaster@kimley-horn.com>

Sent: Wednesday, July 31, 2019 12:00 PM

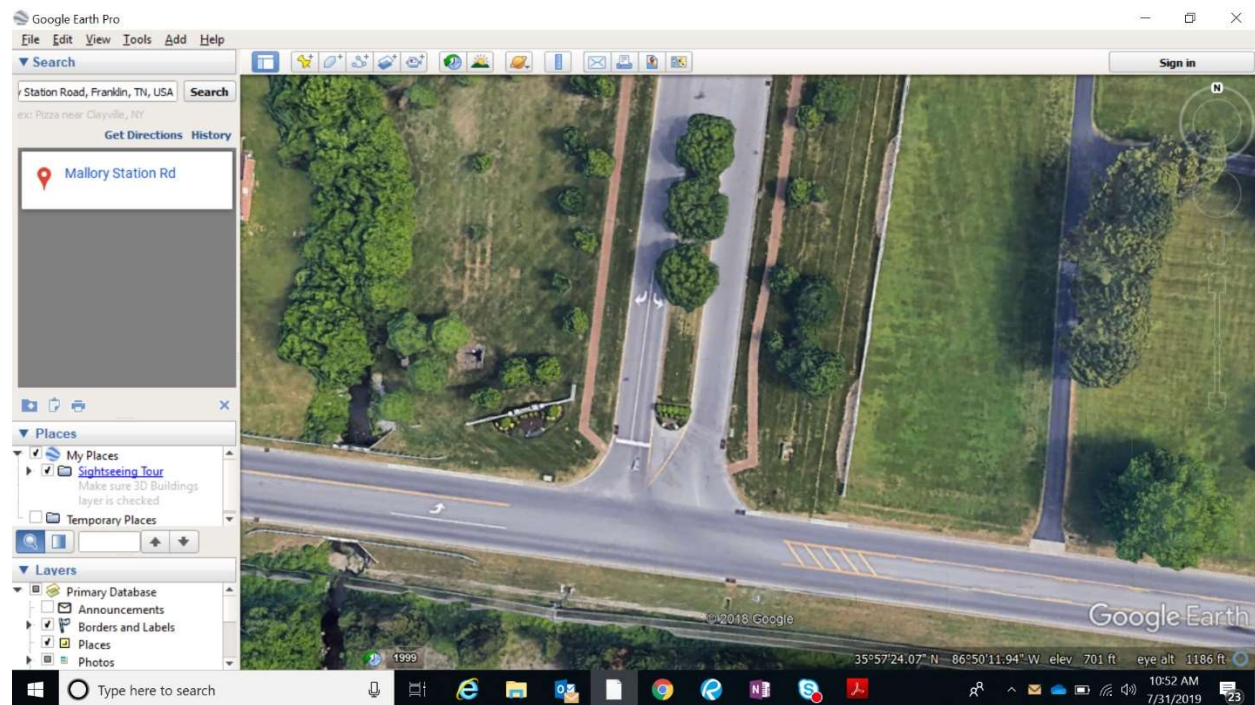
To: Adam Moser <adam.moser@franklintn.gov>

Subject: 200 Mallory Station

Hey Adam,

We currently have a Development Plan tracking through this month's agenda for 89 townhomes at the NE quadrant of Sunrise Lane and Mallory Station. As this project continues to progress, we have been meeting with the existing HOA of the Sunrise Condominiums just north of this site. The HOA has formally requested that we work with the city to remove the "hatching" that is painted on the middle lane of Mallory Station just east of Sunrise (see below). They want to be able to turn left and stop in the middle lane for refuge, while waiting for an opportunity to merge. Is this possible, and would COF staff support this request? We have a follow up meeting with the HOA on 8/21 and would like to present the City's opinion on this request at that meeting. Thank you, in advance, for your help.

Ryan

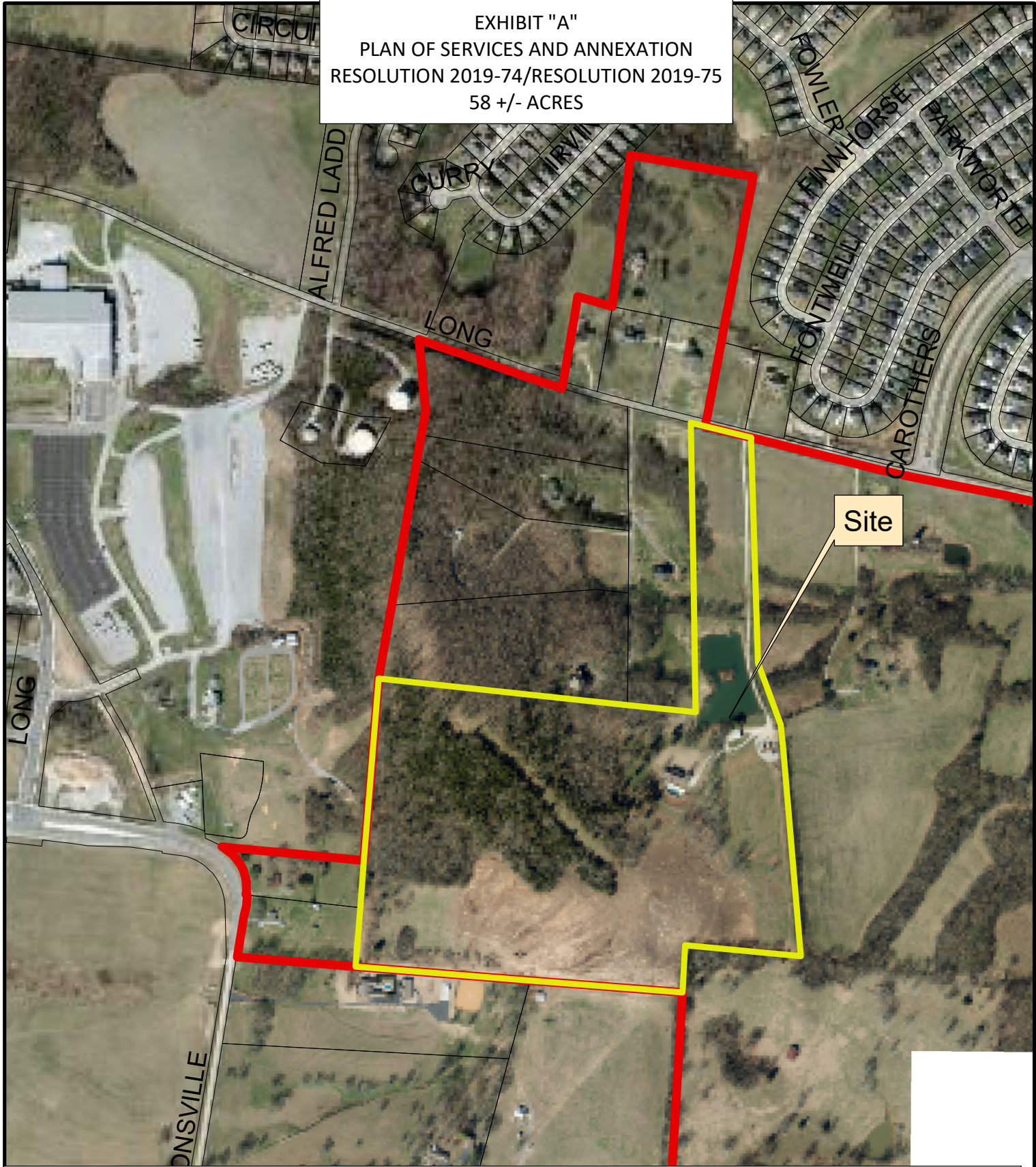


Ryan McMaster, P.E.

Kimley-Horn | 214 Oceanside Drive, Nashville, TN 37204

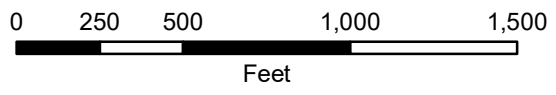
Direct: 615 564 2876 | Mobile: 615 330 1749 | Main: 615 564 2701

EXHIBIT "A"
PLAN OF SERVICES AND ANNEXATION
RESOLUTION 2019-74/RESOLUTION 2019-75
58 +/- ACRES



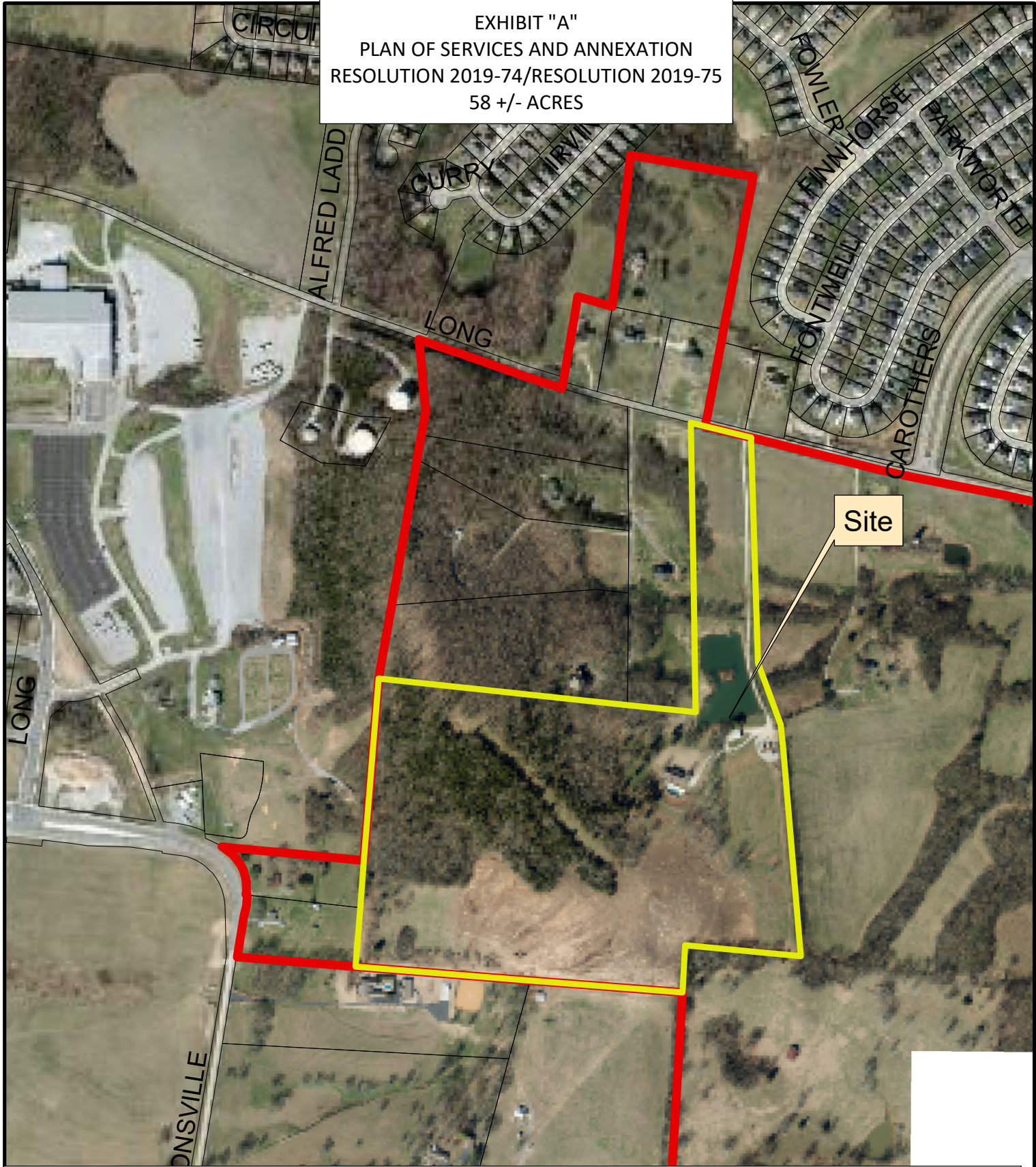
Legend

-  Sunset Farms
-  Existing City Limits



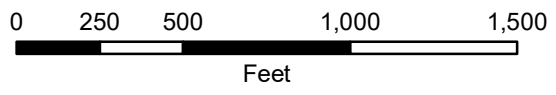
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EXHIBIT "A"
PLAN OF SERVICES AND ANNEXATION
RESOLUTION 2019-74/RESOLUTION 2019-75
58 +/- ACRES



Legend

-  Sunset Farms
-  Existing City Limits



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March 6, 2019

City of Franklin
Planning Department
Emily Hunter, Planning Director
Franklin, Tennessee

Dear Emily,

Our client, Chapter 2 Investments, LLC, owns a property at 4331 Long Lane. They are requesting annexation of their property into the City of Franklin. Attached is an exhibit showing the location of the property. A legal description of the property will be provided with a boundary survey when the annexation request is filed.

A Development Plan and a Rezoning Request will be filed concurrently with the Annexation Request. This property is a part of a larger master plan inclusive of 2 hotels, 1200 apartments, 150,000sf of office and 60,000sf of retail.

This property is within the Urban Growth area of the City of Franklin and is listed as Regional Commerce Policy in Envision Franklin.

The water service provider for this area is Milcrofton Utility District. The sewer service provider is the City of Franklin. A sewer availability request has been filed with the City of Franklin.

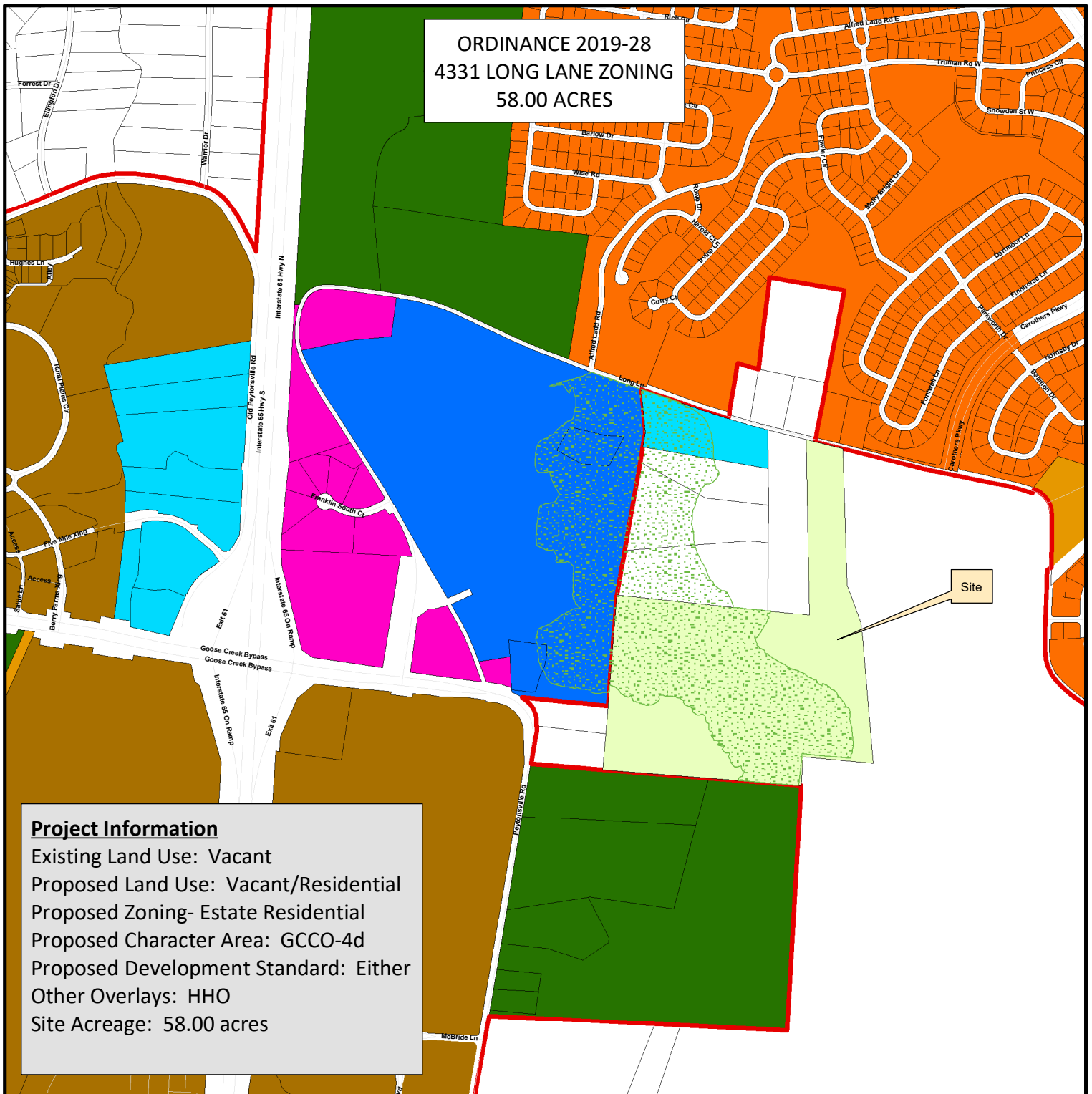
At this time, we request to start the process for the Plan of Services and look forward to working with you as we proceed. Please do not hesitate to contact me if you have any questions or need any additional information.

Sincerely,



Greg Gamble
Gamble Design Collaborative
615.975.5765
Greggamble209@gmail.com

ORDINANCE 2019-28
4331 LONG LANE ZONING
58.00 ACRES



Project Information

Existing Land Use: Vacant
Proposed Land Use: Vacant/Residential
Proposed Zoning- Estate Residential
Proposed Character Area: GCCO-4d
Proposed Development Standard: Either
Other Overlays: HHO
Site Acreage: 58.00 acres

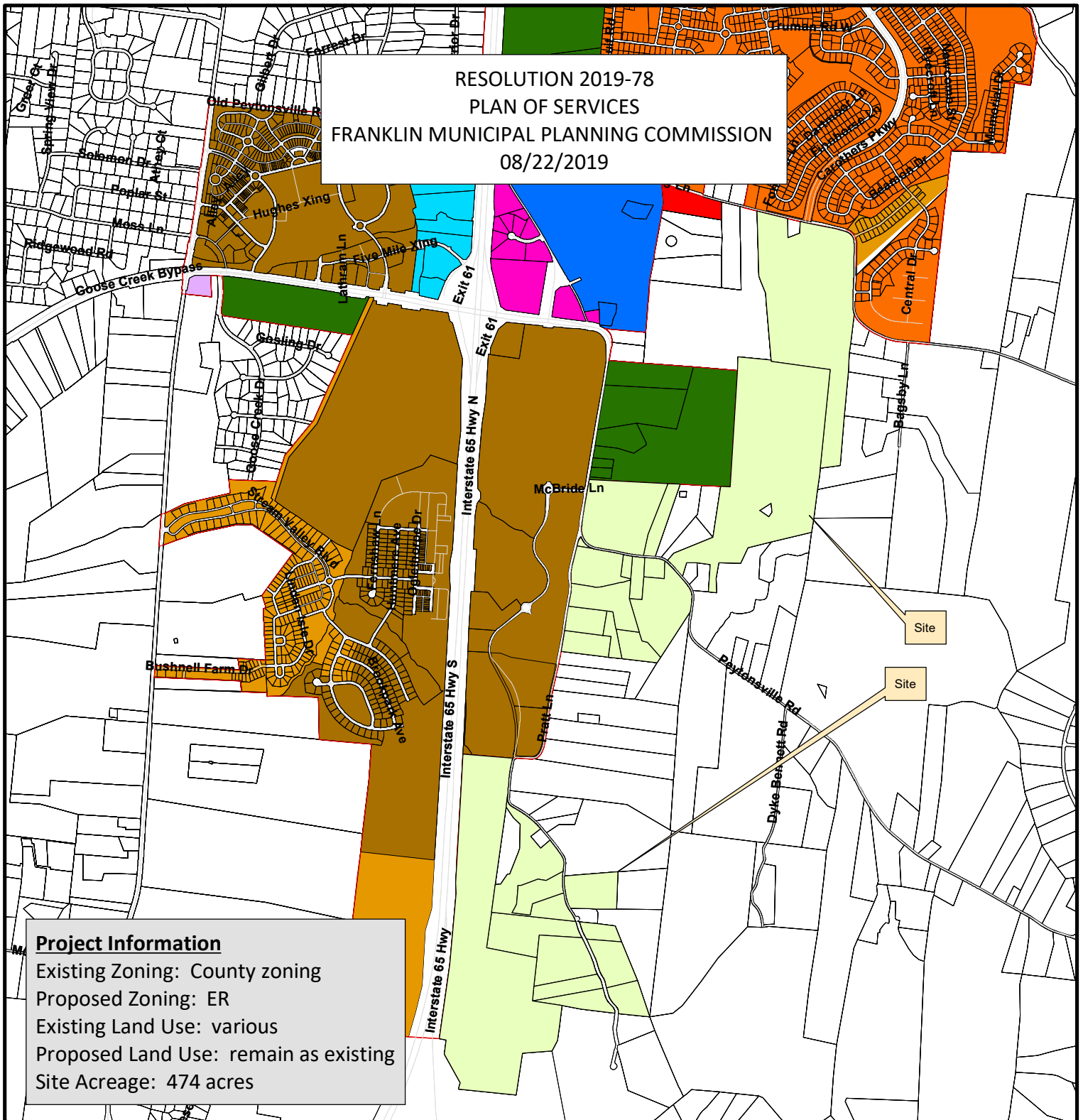
- | | |
|--|---------------------------------------|
| Corporate Boundaries | SD-R Specific Development-Residential |
| 4331 Long Lane | SD-X Specific Development-Variety |
| AG Agricultural District | OR Office Residential District |
| ER Estate Residential | GO General Office District |
| R-1 Residential District | CC Central Commercial District |
| R-2 Residential District | NC Neighborhood Commercial District |
| R-3 Residential District | GC General Commercial District |
| R-6 Residential District | LI Light Industrial District |
| RM-10 Attached 10 Residential District | HI Heavy Industrial District |
| RM-15 Attached 15 Residential District | CI Civic and Institutional District |
| RM-20 Attached 20 Residential District | Hillside/Hillcrest Overlay District |



0 250 500 1,000
Feet

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RESOLUTION 2019-78
PLAN OF SERVICES
FRANKLIN MUNICIPAL PLANNING COMMISSION
08/22/2019



Project Information

Existing Zoning: County zoning
Proposed Zoning: ER
Existing Land Use: various
Proposed Land Use: remain as existing
Site Acreage: 474 acres

	Properties Considered		SD-R Specific Development-Residential
	Properties Considered		SD-X Specific Development-Variety
	AG Agricultural District		OR Office Residential District
	ER Estate Residential		GO General Office District
	R-1 Residential District		CC Central Commercial District
	R-2 Residential District		NC Neighborhood Commercial District
	R-3 Residential District		GC General Commercial District
	R-6 Residential District		LI Light Industrial District
	RM-10 Attached 10 Residential District		HI Heavy Industrial District
	RM-15 Attached 15 Residential District		CI Civic and Institutional District
	RM-20 Attached 20 Residential District		Parcels outside UGB



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

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May 24, 2019

City of Franklin
Planning Department
Emily Hunter, Planning Director
Franklin, Tennessee

Dear Emily,

Multiple property owners own 27 parcels along Pratt Lane and Peytonsville Road near Berry Farms. They are requesting annexation of their properties into the City of Franklin. Attached is an exhibit showing the location of the properties. On the reference map we show all of the properties on Peytonsville Road and Pratt Lane that are requesting Annexation. Property A is within the City of Franklin limits and had requested Annexation on March 6, 2019. Properties B, C & D requested Annexation on January 22, 2019, but have been included herein.

We have attained signed Owner Affidavits from all property owners except for the three of them – 133 01809, 133 01814, and 133 01802. These owners are highly interested in this project, and we will have these affidavits next week. A legal description of the properties will be provided with a boundary survey when the annexation request is filed.

The water service provider for this area is Milcrofton Utility District. The sewer service provider is the City of Franklin. A sewer availability request has been filed with the City of Franklin. At this time, we request to start the process for the Plan of Services, and look forward to working with you as we proceed. Please do not hesitate to contact me if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Gamble', is written over a light blue horizontal line.

Greg Gamble
Gamble Design Collaborative
615.975.5765
Greggamble209@gmail.com

OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I Chapter 2 Investments, LLC
(Please print Name/Names in Full)

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

117 03201
(Property Parcel/Tax ID Number)

and located at:

4331 Long Lane, Franklin, TN 37064
(Street Address)

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

Gamble Design Collaborative
(Please print Name/Names in Full)

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

Pete Critchum VP
Signature

4424 PEYTONSVILLE RD.
Property Owner Mailing Address

FRANKLIN TN. 37064
City, State & Zip

Subscribed and sworn to before me this

22 day of January, 2019

Lindsay Rackley
Notary Public

My Commission Expires: 1-19-22



OWNER AFFIDAVIT

City of Franklin, Tennessee

We/I Long Lane Office Partners, LLC

(Please print Name/Names in Full)

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

106 179.00 & 106 179.07

(Property Parcel/Tax ID Number)

and located at:

4341 Long Lane, Franklin, Williamson County, Tennessee 37064

(Street Address)

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

Gamble Design Collaborative, LLC

(Please print Name/Names in Full)

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

Signature

JAMES A. WEBB, IV, SECRETARY,
LONG LANE OFFICE PARTNERS, LLC

104 Woodmont Blvd, Ste 218

Property Owner Mailing Address

Nashville, Tennessee 37205

City, State & Zip

Subscribed and sworn to before me this

7 day of March, 2019.

Notary Public

My Commission Expires: 11/3/20



OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I Chapter 2 Investments, LLC
(Please print Name/Names in Full)

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

117 03300
(Property Parcel/Tax ID Number)

and located at:

4444 Peytonsville Rd, Franklin, TN 37064
(Street Address)

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

Gramble Design Collaborative
(Please print Name/Names in Full)

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

Pete Cantelmo VP
Signature

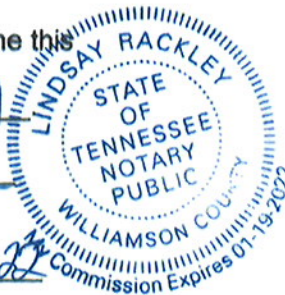
4424 PEYTONVILLE RD
Property Owner Mailing Address

Franklin TN. 37064
City, State & Zip

Subscribed and sworn to before me this

27 day of January, 20 19

Lindsay Rackley
Notary Public



My Commission Expires: 1-19-22

OWNER AFFIDAVIT

City of Franklin, Tennessee

We/I Pratt Lane Office Partners, LLC

(Please print Name/Names in Full)

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

133 016.00

(Property Parcel/Tax ID Number)

and located at:

Pratt Lane, Franklin, Williamson County, Tennessee 37024

(Street Address)

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

Gamble Design Collaborative, LLC

(Please print Name/Names in Full)

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

Signature

JAMES A. WEBB, IV, SECRETARY,

PRATT LANE OFFICE PARTNERS, LLC

104 Woodmont Blvd, Ste 218

Property Owner Mailing Address

Nashville, Tennessee 37205

City, State & Zip

Subscribed and sworn to before me this

7 day of March, 2019.

Keri V. McInnis
Notary Public

My Commission Expires: 11/3/20



OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I Panzey Maxwell
(Please print Name/Names in Full)

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

117 03301
(Property Parcel/Tax ID Number)

and located at:

4474 Peytonsville Rd., Franklin, TN 37064
(Street Address)

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

(Please print Name/Names in Full)

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

Panzey Maxwell
Signature

4474 Peytonsville Rd.
Property Owner Mailing Address

Franklin TN 37064
City, State & Zip



Subscribed and sworn to before me this

26 day of March, 20 19.

Carolyn Roark
Notary Public

My Commission Expires May 17, 2020

My Commission Expires: _____

OWNER AFFIDAVIT

City of Franklin, Tennessee

We/I Mary Kate Pratt Crutcher, Marion Boyd Pete Crutcher
(Please print Name/Names in Full)

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

117 04210

(Property Parcel/Tax ID Number)

and located at:

4465 Peytonville Rd. Franklin, Tenn. 37064
(Street Address)

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

(Please print Name/Names in Full)

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

Mary Kate Pratt Crutcher, Marion Boyd Pete Crutcher
Signature

4465 Peytonville Rd.

Property Owner Mailing Address

Franklin, Tenn. 37064

City, State & Zip

Subscribed and sworn to before me this

25th day of March, 2019.

Andrea Finley
Notary Public

My Commission Expires 04/11/2020

My Commission Expires: _____



OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I Mary Kate Pratt Crutcher, Marion Boyd Crutcher
(Please print Name/Names in Full)

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

117 04209
(Property Parcel/Tax ID Number)

and located at:

4465 Peytonsville Rd, Franklin, TN 37064
(Street Address)

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

(Please print Name/Names in Full)

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

Mary Kate Pratt Crutcher, Marion Boyd Pratt Crutcher
Signature

4465 Peytonsville Rd,
Property Owner Mailing Address

Franklin, Tenn. 37064
City, State & Zip

Subscribed and sworn to before me this

25th day of March, 20 19

Andrea Finley
Notary Public



My Commission Expires: _____ My Commission Expires 04/11/2020

OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I Mary Kate Pratt
(Please print Name/Names in Full)

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

117 04203
(Property Parcel/Tax ID Number)

and located at:

4465 Peytonsville Rd, Franklin, TN 37064
(Street Address)

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

Christina Taylor
(Please print Name/Names in Full)

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

Mary Kate Pratt
Signature

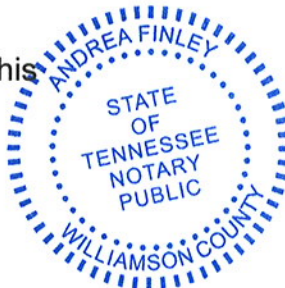
4465 Peytonsville Rd.
Property Owner Mailing Address

Franklin Tenn. 37064
City, State & Zip

Subscribed and sworn to before me this

25th day of March, 20 19.

Andrea Finley
Notary Public



My Commission Expires: My Commission Expires 04/11/2020

OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I Helen Pratt Brakebill / William A. Brakebill
(Please print Name/Names in Full)

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

117 04201
(Property Parcel/Tax ID Number)

and located at:

4471 Peytonsville Rd, Franklin, TN 37064
(Street Address)

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

William A. Brakebill
(Please print Name/Names in Full)

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

Helen Pratt Brakebill William A. Brakebill
Signature

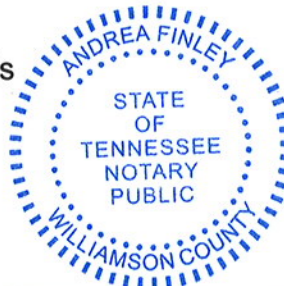
4471 Peytonsville Rd.
Property Owner Mailing Address

Franklin, Tenn 37064
City, State & Zip

Subscribed and sworn to before me this

25th day of March, 20 19.

Andrea Finley
Notary Public



My Commission Expires: _____ My Commission Expires 04/11/2020

OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I Todd Brakebill
(Please print Name/Names in Full)

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

117 04200
(Property Parcel/Tax ID Number)

and located at:

4475 Peytonsville Rd., Franklin, TN 37064
(Street Address)

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

Andrea Finley
(Please print Name/Names in Full)

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

Andrea Finley
Signature

4475 Peytonsville Rd
Property Owner Mailing Address

Franklin, TN 37064
City, State & Zip

Subscribed and sworn to before me this

25th day of March, 2019.

Andrea Finley
Notary Public



My Commission Expires 04/11/2020

My Commission Expires: _____

OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I Mary Kate Crutcher
(Please print Name/Names in Full)

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

117 04214
(Property Parcel/Tax ID Number)

and located at:

4465 Peytonsville Rd., Franklin, TN 37064
(Street Address)

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

Susan E. Crutcher
(Please print Name/Names in Full)

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

Mary Kate Crutcher
Signature

4465 Peytonsville Rd.
Property Owner Mailing Address

Franklin, Tenn. 37064
City, State & Zip

Subscribed and sworn to before me this

25th day of March, 2019

Andrea Finley
Notary Public



My Commission Expires: _____ My Commission Expires 04/11/2020

OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I Helen P. Brakebill / William A. Brakebill
(Please print Name/Names in Full)

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

117 04212

(Property Parcel/Tax ID Number)

and located at:

4471 Peytonsville Rd., Franklin, TN 37064
(Street Address)

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

William A. Brakebill
(Please print Name/Names in Full)

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

Helen P. Brakebill
Signature

William A. Brakebill

4471 Peytonsville Rd.
Property Owner Mailing Address

Franklin, Tenn 37064
City, State & Zip

Subscribed and sworn to before me this

25th day of March, 20 19

Andrea Finley
Notary Public



My Commission Expires: _____ My Commission Expires 04/11/2020

OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I Thomas A. Jordan
(Please print Name/Names in Full)

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

117 03400
(Property Parcel/Tax ID Number)

and located at:

Peytonsville Rd., Franklin, TN 37064
(Street Address)

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

Ann Elizabeth Chunn
(Please print Name/Names in Full)

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

[Signature]
Signature

4500 Peytonsville Road
Property Owner Mailing Address

Franklin TN 37064
City, State & Zip

Subscribed and sworn to before me this

8th day of March, 2019.

[Signature]
Notary Public

My Commission Expires: 8.4.19



Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I ~~4422~~ TRP FARMS LLC
(Please print Name/Names in Full)
being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the
property described as:

117 04300
(Property Parcel/Tax ID Number)

and located at:

4422 PRATT LANE
(Street Address)

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

GAMBLE DESIGN COLLABORATIVE
(Please print Name/Names in Full)

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

[Signature]
Signature

9615 Bouchaine Pass
Property Owner Mailing Address

Brentwood TN 37027
City, State & Zip

Subscribed and sworn to before me this

17th day of May, 2019.

[Signature]
Notary Public

My Commission Expires: 6/22/20



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the
Ownership Affidavit prior to submittal.

Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I TRP FARMS, LLC
(Please print Name/Names in Full)
being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the
property described as:

117 04 208
(Property Parcel/Tax ID Number)

and located at:

4424 PRATT LANE
(Street Address)

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

Gamble Design Collaborative
(Please print Name/Names in Full)

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

[Signature]
Signature

9615 Bouchaine Pass
Property Owner Mailing Address

Brentwood TN 37027
City, State & Zip

Subscribed and sworn to before me this

1st day of May, 2019.

[Signature]
Notary Public

My Commission Expires: 6/22/20



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the
Ownership Affidavit prior to submittal.

Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I TRP FARMS LLC
(Please print Name/Names in Full)
being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the
property described as:

117 04215
(Property Parcel/Tax ID Number)

and located at:

Peytonsville Road
(Street Address)

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

Gramble Design Collaborative
(Please print Name/Names in Full)

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

[Signature]
Signature

9615 Bouchaine Pass
Property Owner Mailing Address

Brentwood TN 37027
City, State & Zip

Subscribed and sworn to before me this

17th day of May, 2019.

[Signature]
Notary Public

My Commission Expires: 6/22/20



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the
Ownership Affidavit prior to submittal.

Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I TRP FARMS LLC
(Please print Name/Names in Full)
being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the
property described as:

117 04213
(Property Parcel/Tax ID Number)

and located at:

PRATT LANE
(Street Address)

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

GIAMBLE DESIGN COLLABORATIVE
(Please print Name/Names in Full)

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

[Signature]
Signature

9615 Bouchaine Pass
Property Owner Mailing Address

Brentwood TN 37027
City, State & Zip

Subscribed and sworn to before me this

17th day of May, 20 19.

[Signature]
Notary Public

My Commission Expires: 6/22/20



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the
Ownership Affidavit prior to submittal.

Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I VVK ~~WKE~~ Fishpond LLC Vamsi Polavarapu
(Please print Name/Names in Full)
being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the
property described as:

133 01803
(Property Parcel/Tax ID Number)

and located at:

4516 PRATT LANE
(Street Address)

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

CRAMIDE DESIGN COLLABORATIVE
(Please print Name/Names in Full)

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

Signature [Signature]

1016 Sunset Rd
Property Owner Mailing Address

Brentwood, TN 37027
City, State & Zip



Subscribed and sworn to before me this

22nd day of May, 2019, by Vamsi C. Polavarapu.
[Signature]
Notary Public

My Commission Expires: March/31/2020

Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the
Ownership Affidavit prior to submittal.

Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I WILLIAM DAVID CRAFTON EXECUTOR
(Please print Name/Names in Full)

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

133 0 1800

(Property Parcel/Tax ID Number)

and located at:

PRATT LANE

(Street Address)

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

(Please print Name/Names in Full)

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

William David Crafton, Executor
Signature

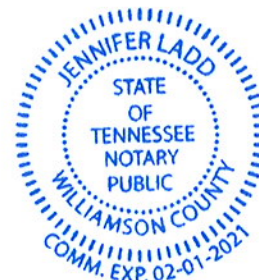
5316 Carter Creek Pike
Property Owner Mailing Address

Shomone Station, In 37179
City, State & Zip

Subscribed and sworn to before me this

23 day of May 2019
Jennifer Ladd
Notary Public

My Commission Expires: 2/1/21



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the Ownership Affidavit prior to submittal.

Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I MARGARET ANN MCCORD
(Please print Name/Names in Full)

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

133 01815

(Property Parcel/Tax ID Number)

and located at:

PRATT LANE

(Street Address)

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

CRAMBLE DESIGN COLLABORATIVE.

(Please print Name/Names in Full)

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

Margaret Ann McCord
Signature

1186 Roy Seelers Road
Property Owner Mailing Address

Columbia, TN 38401
City, State & Zip

Subscribed and sworn to before me this

23 day of May, 2019
Jennifer Ladd
Notary Public

My Commission Expires: 2/1/21



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the Ownership Affidavit prior to submittal.

Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I Betty Jo TURNAGE
(Please print Name/Names in Full)
being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the
property described as:

133 01817
(Property Parcel/Tax ID Number)

and located at:

PRATT LANE
(Street Address)

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

Gamble Design Collaborative
(Please print Name/Names in Full)

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

Betty Jo Turnage
Signature

4225 North Chapel Rd
Property Owner Mailing Address

Franklin, TN 37067
City, State & Zip

Subscribed and sworn to before me this

23 day of May, 2019.
Jennifer Spald
Notary Public
My Commission Expires: 2/1/21



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the
Ownership Affidavit prior to submittal.

Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I William Chad Turnage
(Please print Name/Names in Full)

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

133 01811

(Property Parcel/Tax ID Number)

and located at:

4549 PRATT LANE

(Street Address)

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

Gamble Design Collaborative

(Please print Name/Names in Full)

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

William Chad Turnage
Signature

4549 Pratt Ln
Property Owner Mailing Address

Franklin TN 37064
City, State & Zip

Subscribed and sworn to before me this

23 day of May, 2019
Jennifer Ladd
Notary Public

My Commission Expires: 2/1/21



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the Ownership Affidavit prior to submittal.

Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I Betty Jo Turnage
(Please print Name/Names in Full)
being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the
property described as:

133 01816
(Property Parcel/Tax ID Number)

and located at:

PRATT LANE
(Street Address)

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

GAMBLE Design Collaborative
(Please print Name/Names in Full)

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

Betty Jo Turnage
Signature

4225 North Chapel Rd
Property Owner Mailing Address

Franklin, TN 37067
City, State & Zip

Subscribed and sworn to before me this

23 day of May, 2019
Jennifer Ladd
Notary Public

My Commission Expires: 2/1/21



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the
Ownership Affidavit prior to submittal.

OWNER AFFIDAVIT

City of Franklin, Tennessee

We/I MDW LLC

(Please print Name/Names in Full)

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

133 01813

(Property Parcel/Tax ID Number)

and located at:

PRATT LANE

(Street Address)

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

Gamble Design Collaborative

(Please print Name/Names in Full)

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


Signature

1920 ADELICIA STREET #300
Property Owner Mailing Address

Nash, TN. 37212
City, State & Zip

Subscribed and sworn to before me this

21 day of May, 20 19


Notary Public

My Commission Expires: 1-19-22



Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

Dorothy Ann CRAFTON & Peggy Diane SMARTT
We/I _____
(Please print Name/Names in Full)
being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the property described as:

133 01814

(Property Parcel/Tax ID Number)

and located at:

4540 PRATT LANE

(Street Address)

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

(Please print Name/Names in Full)
to act as my/our authorized agent on my/our behalf on all matters pertaining to the processing and obtaining the application with the exception of legal documents for recording purposes.

Dorothy Ann Crafton Peggy Diane Smartt
Signature

4536 Pratt Lane
Property Owner Mailing Address

Franklin TN 37064
City, State & Zip

Subscribed and sworn to before me this

25 day of MAY, 2019.

Alpha Dean Baker
Notary Public

My Commission Expires: 03/29/2022



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the Ownership Affidavit prior to submittal.

Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I GARY SMARTT
(Please print Name/Names in Full)
being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the
property described as:

133 01809
(Property Parcel/Tax ID Number)

and located at:

4536 PRATT LANE
(Street Address)

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

GARY SMARTT
(Please print Name/Names in Full)
to act as my/our authorized agent on my/our behalf on all matters pertaining to
the processing and obtaining the application with the exception of legal
documents for recording purposes.

Gary Smartt
Signature

4536 Pratt Lane
Property Owner Mailing Address

Franklin TN 37064
City, State & Zip

Subscribed and sworn to before me this

25 day of MAY, 2019

Alpha Dean Baker
Notary Public

My Commission Expires: 03/29/2022



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the
Ownership Affidavit prior to submittal.

OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I A Dorothy Roth Wales
(Please print Name/Names in Full)

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

133 01802

(Property Parcel/Tax ID Number)

and located at:

4517 Pratt Lane, Franklin, TN 37064

(Street Address)

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

Gamble Design Collaborative, LLC

(Please print Name/Names in Full)

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

Dorothy Roth Wales
Signature

4517 Pratt Lane
Property Owner Mailing Address

Franklin TN 37064
City, State & Zip

Subscribed and sworn to before me this

11th day of June, 20 19.

Mary Catherine McAnulty
Notary Public MARY CATHERINE MCANULTY

My Commission Expires: 01-19-2020
WILLIAMSON COUNTY, TN



Wednesday, June 5, 2019

Dear Neighbors,

We are writing to you today because you signed an Owner Affidavit to be considered for Annexation into the City of Franklin. This request has been filed, and the City of Franklin has provided the following schedule.

June 11 Work Session—Discussion of annexation requests

August 13 Work Session—Discussion of resolution to approve holding a referendum (draft P.O.S. to be attached to the item in Granicus)

August 27 BOMA—Vote on resolution to approve holding a referendum (If I counted correctly, this would be 56 days before election date)

October 22—Referendum held

November 12 BOMA—BOMA ratifies results of referendum

December 12 FMPC—Recommendation Vote on P.O.S. Resolution, Annexation Ordinance, and Ordinance to Zone (ER is recommended zone)

January 14 Work Session—Discussion of P.O.S. Resolution, Annexation Ordinance, and Ordinance to Zone (ER is recommended zone)

January 14 BOMA*—Potential First Reading on Annexation Ordinance and Ordinance to Zone

February 11 BOMA*—Public Hearings on all three items, Second Reading on Annexation and Ordinance to Zone

February 25 BOMA*—Final Reading on Ordinances

March 26 FMPC—Recommended date for Public Hearing and Vote on Envision Franklin Amendment to add these properties into the plan and assign a design concept, which would guide future rezoning and development plans

If you have any questions regarding this schedule, please feel free to contact:

Greg Gamble at 615-975-5765 / greg.gamble@gdc-tn.com or

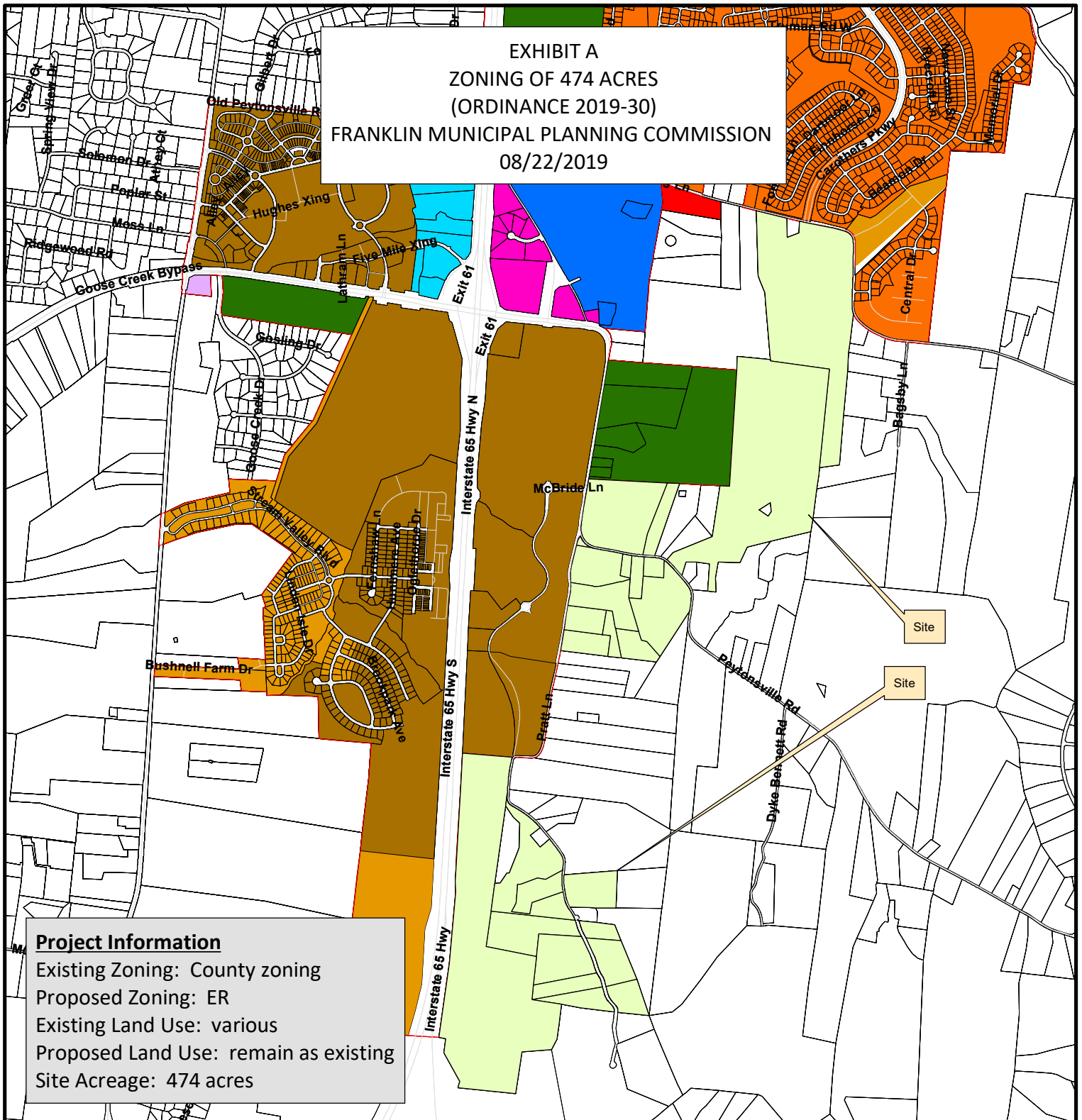
Pete Crutcher at 615-642-2852 / pete@claytonassociates.com.

Sincerely,



Greg Gamble

EXHIBIT A
ZONING OF 474 ACRES
(ORDINANCE 2019-30)
FRANKLIN MUNICIPAL PLANNING COMMISSION
08/22/2019



Project Information

Existing Zoning: County zoning
Proposed Zoning: ER
Existing Land Use: various
Proposed Land Use: remain as existing
Site Acreage: 474 acres

- | | |
|--|---------------------------------------|
| Properties to be Zoned | SD-R Specific Development-Residential |
| Properties to be Zoned | SD-X Specific Development-Variety |
| AG Agricultural District | OR Office Residential District |
| ER Estate Residential | GO General Office District |
| R-1 Residential District | CC Central Commercial District |
| R-2 Residential District | NC Neighborhood Commercial District |
| R-3 Residential District | GC General Commercial District |
| R-6 Residential District | LI Light Industrial District |
| RM-10 Attached 10 Residential District | HI Heavy Industrial District |
| RM-15 Attached 15 Residential District | CI Civic and Institutional District |
| RM-20 Attached 20 Residential District | Parcels outside UGB |



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

This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
All data and materials (c) copyright 2016. All rights reserved.



May 24, 2019

City of Franklin
Planning Department
Emily Hunter, Planning Director
Franklin, Tennessee

Dear Emily,

Multiple property owners own 27 parcels along Pratt Lane and Peytonsville Road near Berry Farms. They are requesting annexation of their properties into the City of Franklin. Attached is an exhibit showing the location of the properties. On the reference map we show all of the properties on Peytonsville Road and Pratt Lane that are requesting Annexation. Property A is within the City of Franklin limits and had requested Annexation on March 6, 2019. Properties B, C & D requested Annexation on January 22, 2019, but have been included herein.

We have attained signed Owner Affidavits from all property owners except for the three of them – 133 01809, 133 01814, and 133 01802. These owners are highly interested in this project, and we will have these affidavits next week. A legal description of the properties will be provided with a boundary survey when the annexation request is filed.

The water service provider for this area is Milcrofton Utility District. The sewer service provider is the City of Franklin. A sewer availability request has been filed with the City of Franklin. At this time, we request to start the process for the Plan of Services, and look forward to working with you as we proceed. Please do not hesitate to contact me if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Greg Gamble', is written over a light blue horizontal line.

Greg Gamble
Gamble Design Collaborative
615.975.5765
Greggamble209@gmail.com

OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I Chapter 2 Investments, LLC
(Please print Name/Names in Full)

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

117 03201
(Property Parcel/Tax ID Number)

and located at:

4331 Long Lane, Franklin, TN 37064
(Street Address)

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

Gamble Design Collaborative
(Please print Name/Names in Full)

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

Pete Critchfield VP
Signature

4424 PEYTONSVILLE RD.
Property Owner Mailing Address

FRANKLIN TN. 37064
City, State & Zip

Subscribed and sworn to before me this

22 day of January, 2019

Lindsay Rackley
Notary Public

My Commission Expires: 1-19-22



OWNER AFFIDAVIT

City of Franklin, Tennessee

We/I Long Lane Office Partners, LLC

(Please print Name/Names in Full)

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

106 179.00 & 106 179.07

(Property Parcel/Tax ID Number)

and located at:

4341 Long Lane, Franklin, Williamson County, Tennessee 37064

(Street Address)

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

Gamble Design Collaborative, LLC

(Please print Name/Names in Full)

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

Signature

JAMES A. WEBB, IV, SECRETARY,
LONG LANE OFFICE PARTNERS, LLC

104 Woodmont Blvd, Ste 218

Property Owner Mailing Address

Nashville, Tennessee 37205

City, State & Zip

Subscribed and sworn to before me this

7 day of March, 2019.

[Signature]
Notary Public

My Commission Expires: 11/3/20



OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I Chapter 2 Investments, LLC
(Please print Name/Names in Full)

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

117 03300
(Property Parcel/Tax ID Number)

and located at:

4444 Peytonsville Rd, Franklin, TN 37064
(Street Address)

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

Gramble Design Collaborative
(Please print Name/Names in Full)

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

Retha Cantelero VP
Signature

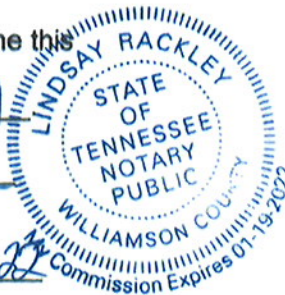
4424 PEYTONVILLE RD
Property Owner Mailing Address

Franklin TN. 37064
City, State & Zip

Subscribed and sworn to before me this

27 day of January, 20 19

Lindsay Rackley
Notary Public



My Commission Expires: 1-19-22

OWNER AFFIDAVIT

City of Franklin, Tennessee

We/I Pratt Lane Office Partners, LLC

(Please print Name/Names in Full)

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

133 016.00

(Property Parcel/Tax ID Number)

and located at:

Pratt Lane, Franklin, Williamson County, Tennessee 37024

(Street Address)

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

Gamble Design Collaborative, LLC

(Please print Name/Names in Full)

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

Signature

JAMES A. WEBB, IV, SECRETARY,

PRATT LANE OFFICE PARTNERS, LLC

104 Woodmont Blvd, Ste 218

Property Owner Mailing Address

Nashville, Tennessee 37205

City, State & Zip

Subscribed and sworn to before me this

7 day of March, 2019.

Keri V. McInnis
Notary Public

My Commission Expires: 11/3/20



OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I Panzey Maxwell
(Please print Name/Names in Full)

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

117 03301
(Property Parcel/Tax ID Number)

and located at:

4474 Peytonsville Rd., Franklin, TN 37064
(Street Address)

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

(Please print Name/Names in Full)

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

Panzey Maxwell
Signature

4474 Peytonsville Rd.
Property Owner Mailing Address

Franklin TN 37064
City, State & Zip



Subscribed and sworn to before me this

26 day of March, 20 19.

Carolyn Roark
Notary Public

My Commission Expires May 17, 2020

My Commission Expires: _____

OWNER AFFIDAVIT

City of Franklin, Tennessee

We/I Mary Kate Pratt Crutcher, Marion Boyd Pete Crutcher
(Please print Name/Names in Full)

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

117 04210

(Property Parcel/Tax ID Number)

and located at:

4465 Peytonville Rd. Franklin, Tenn. 37064
(Street Address)

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

(Please print Name/Names in Full)

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

Mary Kate Pratt Crutcher, Marion Boyd Pete Crutcher
Signature

4465 Peytonville Rd.

Property Owner Mailing Address

Franklin, Tenn. 37064

City, State & Zip

Subscribed and sworn to before me this

25th day of March, 2019.

Andrea Finley
Notary Public

My Commission Expires 04/11/2020

My Commission Expires: _____



OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I Mary Kate Pratt Crutcher, Marion Boyd Crutcher
(Please print Name/Names in Full)

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

117 04209
(Property Parcel/Tax ID Number)

and located at:

4465 Peytonsville Rd, Franklin, TN 37064
(Street Address)

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

(Please print Name/Names in Full)

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

Mary Kate Pratt Crutcher, Marion Boyd Pratt Crutcher
Signature

4465 Peytonsville Rd,
Property Owner Mailing Address

Franklin, Tenn. 37064
City, State & Zip

Subscribed and sworn to before me this

25th day of March, 2019

Andrea Finley
Notary Public



My Commission Expires: _____ My Commission Expires 04/11/2020

OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I Mary Kate Pratt
(Please print Name/Names in Full)

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

117 04203
(Property Parcel/Tax ID Number)

and located at:

4465 Peytonsville Rd, Franklin, TN 37064
(Street Address)

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

Christina Taylor
(Please print Name/Names in Full)

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

Mary Kate Pratt
Signature

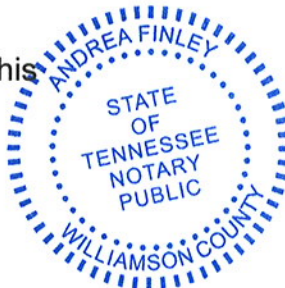
4465 Peytonsville Rd.
Property Owner Mailing Address

Franklin Tenn. 37064
City, State & Zip

Subscribed and sworn to before me this

25th day of March, 20 19

Andrea Finley
Notary Public



My Commission Expires: My Commission Expires 04/11/2020

OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I Helen Pratt Brakebill / William A. Brakebill
(Please print Name/Names in Full)

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

117 04201
(Property Parcel/Tax ID Number)

and located at:

4471 Peytonsville Rd, Franklin, TN 37064
(Street Address)

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

William A. Brakebill
(Please print Name/Names in Full)

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

Helen Pratt Brakebill William A. Brakebill
Signature

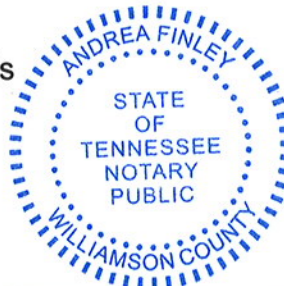
4471 Peytonsville Rd.
Property Owner Mailing Address

Franklin, Tenn 37064
City, State & Zip

Subscribed and sworn to before me this

25th day of March, 20 19.

Andrea Finley
Notary Public



My Commission Expires: _____ My Commission Expires 04/11/2020

OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I Todd Brakebill
(Please print Name/Names in Full)

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

117 04200
(Property Parcel/Tax ID Number)

and located at:

4475 Peytonsville Rd., Franklin, TN 37064
(Street Address)

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

Andrea Finley
(Please print Name/Names in Full)

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

Andrea Finley
Signature

4475 Peytonsville Rd
Property Owner Mailing Address

Franklin, TN 37064
City, State & Zip

Subscribed and sworn to before me this

25th day of March, 2019.

Andrea Finley
Notary Public



My Commission Expires 04/11/2020

My Commission Expires: _____

OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I Mary Kate Crutcher
(Please print Name/Names in Full)

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

117 04214
(Property Parcel/Tax ID Number)

and located at:

4465 Peytonsville Rd., Franklin, TN 37064
(Street Address)

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

Susan E. Crutcher
(Please print Name/Names in Full)

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

Mary Kate Crutcher
Signature

4465 Peytonsville Rd.
Property Owner Mailing Address

Franklin, Tenn. 37064
City, State & Zip

Subscribed and sworn to before me this

25th day of March, 2019

Andrea Finley
Notary Public



My Commission Expires: _____ My Commission Expires 04/11/2020

OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I Helen P. Brakebill / William A. Brakebill
(Please print Name/Names in Full)

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

117 04212

(Property Parcel/Tax ID Number)

and located at:

4471 Peytonsville Rd., Franklin, TN 37064
(Street Address)

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

William A. Brakebill
(Please print Name/Names in Full)

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

Helen P. Brakebill

Signature

William A. Brakebill

4471 Peytonsville Rd.

Property Owner Mailing Address

Franklin, Tenn 37064

City, State & Zip

Subscribed and sworn to before me this

25th day of March, 20 19

Andrea Finley
Notary Public



My Commission Expires: _____ My Commission Expires 04/11/2020

OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I Thomas A. Jordan
(Please print Name/Names in Full)

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

117 03400
(Property Parcel/Tax ID Number)

and located at:

Peytonsville Rd., Franklin, TN 37064
(Street Address)

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

Ann Elizabeth Chunn
(Please print Name/Names in Full)

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

[Signature]
Signature

4500 Peytonsville Road
Property Owner Mailing Address

Franklin TN 37064
City, State & Zip

Subscribed and sworn to before me this

8th day of March, 2019.

[Signature]
Notary Public

My Commission Expires: 8.4.19



Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I ~~4422~~ TRP FARMS LLC
(Please print Name/Names in Full)
being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the
property described as:

117 04300
(Property Parcel/Tax ID Number)

and located at:

4422 PRATT LANE
(Street Address)

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

GAMBLE DESIGN COLLABORATIVE
(Please print Name/Names in Full)

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

[Signature]
Signature

9615 Bouchaine Pass
Property Owner Mailing Address

Brentwood TN 37027
City, State & Zip

Subscribed and sworn to before me this

17th day of May, 2019.

[Signature]
Notary Public

My Commission Expires: 6/22/20



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the
Ownership Affidavit prior to submittal.

Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I TRP FARMS, LLC
(Please print Name/Names in Full)
being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the
property described as:

117 04 208
(Property Parcel/Tax ID Number)

and located at:

4424 PRATT LANE
(Street Address)

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

Gamble Design Collaborative
(Please print Name/Names in Full)

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

[Signature]
Signature

9615 Bouchaine Pass
Property Owner Mailing Address

Brentwood TN 37027
City, State & Zip

Subscribed and sworn to before me this

1st day of May, 2019.

[Signature]
Notary Public

My Commission Expires: 6/22/20



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the
Ownership Affidavit prior to submittal.

Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I TRP FARMS LLC
(Please print Name/Names in Full)
being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the
property described as:

117 04215
(Property Parcel/Tax ID Number)

and located at:

Peytonsville Road
(Street Address)

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

Gramble Design Collaborative
(Please print Name/Names in Full)

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

[Signature]
Signature

9615 Bouchaine Pass
Property Owner Mailing Address

Brentwood TN 37027
City, State & Zip

Subscribed and sworn to before me this

17th day of May, 2019.

[Signature]
Notary Public

My Commission Expires: 6/22/20



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the
Ownership Affidavit prior to submittal.

Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I TRP FARMS LLC
(Please print Name/Names in Full)
being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the
property described as:

117 04213
(Property Parcel/Tax ID Number)

and located at:

PRATT LANE
(Street Address)

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

GIAMBLE DESIGN COLLABORATIVE
(Please print Name/Names in Full)

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

[Signature]
Signature

9615 Bouchaine Pass
Property Owner Mailing Address

Brentwood TN 37027
City, State & Zip

Subscribed and sworn to before me this

17th day of May, 20 19

[Signature]
Notary Public

My Commission Expires: 6/22/20



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the
Ownership Affidavit prior to submittal.

Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I VVK ~~WKE~~ Fishpond LLC Vamsi Polavarapu
(Please print Name/Names in Full)
being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the
property described as: (member)

133 01803
(Property Parcel/Tax ID Number)

and located at:

4516 PRATT LANE
(Street Address)

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

CRAMIDE DESIGN COLLABORATIVE.
(Please print Name/Names in Full)

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

Signature [Signature]

1016 Sunset Rd
Property Owner Mailing Address

Brentwood, TN 37027
City, State & Zip



Subscribed and sworn to before me this

22nd day of May, 2019, by Vamsi C. Polavarapu.
[Signature]
Notary Public

My Commission Expires: March/31/2020

Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the
Ownership Affidavit prior to submittal.

Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I WILLIAM DAVID CRAFTON EXECUTOR
(Please print Name/Names in Full)

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

133 0 1800

(Property Parcel/Tax ID Number)

and located at:

PRATT LANE

(Street Address)

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

(Please print Name/Names in Full)

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

William David Crafton, Executor

Signature

5316 Carter Creek Pike

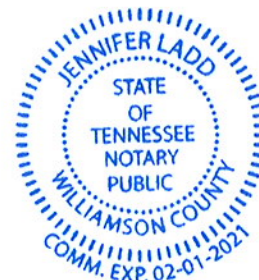
Property Owner Mailing Address

Shomone Station, In 37179

City, State & Zip

Subscribed and sworn to before me this

23 day of May 2019
Jennifer Ladd
Notary Public
My Commission Expires: 2/1/21



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the Ownership Affidavit prior to submittal.

Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I MARGARET ANN MCCORD
(Please print Name/Names in Full)

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

133 01815

(Property Parcel/Tax ID Number)

and located at:

PRATT LANE

(Street Address)

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

CRAMBLE DESIGN COLLABORATIVE.

(Please print Name/Names in Full)

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

Margaret Ann McCord
Signature

1186 Roy Seelers Road
Property Owner Mailing Address

Columbia, TN 38401
City, State & Zip

Subscribed and sworn to before me this

23 day of May, 2019
Jennifer Ladd
Notary Public

My Commission Expires: 2/1/21



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the Ownership Affidavit prior to submittal.

Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I Betty Jo TURNAGE
(Please print Name/Names in Full)
being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the
property described as:

133 01817
(Property Parcel/Tax ID Number)

and located at:

PRATT LANE
(Street Address)

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

Gamble Design Collaborative
(Please print Name/Names in Full)

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

Betty Jo Turnage
Signature

4225 North Chapel Rd
Property Owner Mailing Address

Franklin, TN 37067
City, State & Zip

Subscribed and sworn to before me this

23 day of May, 2019.
Jennifer Spald
Notary Public
My Commission Expires: 2/1/21



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the
Ownership Affidavit prior to submittal.

Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I William Chad Turnage
(Please print Name/Names in Full)

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

133 01811

(Property Parcel/Tax ID Number)

and located at:

4549 PRATT LANE

(Street Address)

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

Gamble Design Collaborative

(Please print Name/Names in Full)

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

William Chad Turnage
Signature

4549 Pratt Ln
Property Owner Mailing Address

Franklin TN 37064
City, State & Zip

Subscribed and sworn to before me this

23 day of May, 2019
Jennifer Ladd
Notary Public

My Commission Expires: 2/1/21



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the Ownership Affidavit prior to submittal.

Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I Betty Jo Turnage
(Please print Name/Names in Full)
being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the
property described as:

133 01816
(Property Parcel/Tax ID Number)

and located at:

PRATT LANE
(Street Address)

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

GAMBLE Design Collaborative
(Please print Name/Names in Full)

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

Betty Jo Turnage
Signature

4225 North Chapel Rd
Property Owner Mailing Address

Franklin, TN 37067
City, State & Zip

Subscribed and sworn to before me this

23 day of May, 2019
Jennifer Ladd
Notary Public

My Commission Expires: 2/1/21



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the
Ownership Affidavit prior to submittal.

OWNER AFFIDAVIT

City of Franklin, Tennessee

We/I MDW LLC

(Please print Name/Names in Full)

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

133 01813

(Property Parcel/Tax ID Number)

and located at:

PRATT LANE

(Street Address)

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

Gamble Design Collaborative

(Please print Name/Names in Full)

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


Signature

1920 ADELICIA STREET #300
Property Owner Mailing Address

Nash, TN. 37212
City, State & Zip

Subscribed and sworn to before me this

21 day of May, 20 19


Notary Public

My Commission Expires: 1-19-22



Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

Dorothy Ann CRAFTON & Peggy Diane SMARTT
We/I _____
(Please print Name/Names in Full)
being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the property described as:

133 01814

(Property Parcel/Tax ID Number)

and located at:

4540 PRATT LANE

(Street Address)

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

(Please print Name/Names in Full)
to act as my/our authorized agent on my/our behalf on all matters pertaining to the processing and obtaining the application with the exception of legal documents for recording purposes.

Dorothy Ann Crafton Peggy Diane Smartt
Signature

4536 Pratt Lane
Property Owner Mailing Address

Franklin TN 37064
City, State & Zip

Subscribed and sworn to before me this

25 day of MAY, 2019.

Alpha Dean Baker
Notary Public

My Commission Expires: 03/29/2022



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the Ownership Affidavit prior to submittal.

Owner Affidavit

OWNER AFFIDAVIT City of Franklin, Tennessee

We/I GARY SMARTT
(Please print Name/Names in Full)
being duly sworn, depose and say(s) that (I am)/(we are) the owner(s) of the
property described as:

133 01809
(Property Parcel/Tax ID Number)

and located at:

4536 PRATT LANE
(Street Address)

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

GARY SMARTT
(Please print Name/Names in Full)
to act as my/our authorized agent on my/our behalf on all matters pertaining to
the processing and obtaining the application with the exception of legal
documents for recording purposes.

Gary Smartt
Signature

4536 Pratt Lane
Property Owner Mailing Address

Franklin TN 37064
City, State & Zip

Subscribed and sworn to before me this

25 day of MAY, 2019

Alpha Dean Baker
Notary Public

My Commission Expires: 03/29/2022



Contact the Department of Planning and Sustainability to ensure you obtain the latest version of the
Ownership Affidavit prior to submittal.

OWNER AFFIDAVIT
City of Franklin, Tennessee

We/I A Dorothy Roth Wales
(Please print Name/Names in Full)

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

133 01802

(Property Parcel/Tax ID Number)

and located at:

4517 Pratt Lane, Franklin, TN 37064

(Street Address)

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

Gamble Design Collaborative, LLC

(Please print Name/Names in Full)

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

Dorothy Ruth Wales
Signature

4517 Pratt Lane
Property Owner Mailing Address

Franklin TN 37064
City, State & Zip

Subscribed and sworn to before me this

11th day of June, 20 19.

Mary Catherine McAnulty
Notary Public MARY CATHERINE MCANULTY

My Commission Expires: 01-19-2020
WILLIAMSON COUNTY, TN



Wednesday, June 5, 2019

Dear Neighbors,

We are writing to you today because you signed an Owner Affidavit to be considered for Annexation into the City of Franklin. This request has been filed, and the City of Franklin has provided the following schedule.

June 11 Work Session—Discussion of annexation requests

August 13 Work Session—Discussion of resolution to approve holding a referendum (draft P.O.S. to be attached to the item in Granicus)

August 27 BOMA—Vote on resolution to approve holding a referendum (If I counted correctly, this would be 56 days before election date)

October 22—Referendum held

November 12 BOMA—BOMA ratifies results of referendum

December 12 FMPC—Recommendation Vote on P.O.S. Resolution, Annexation Ordinance, and Ordinance to Zone (ER is recommended zone)

January 14 Work Session—Discussion of P.O.S. Resolution, Annexation Ordinance, and Ordinance to Zone (ER is recommended zone)

January 14 BOMA*—Potential First Reading on Annexation Ordinance and Ordinance to Zone

February 11 BOMA*—Public Hearings on all three items, Second Reading on Annexation and Ordinance to Zone

February 25 BOMA*—Final Reading on Ordinances

March 26 FMPC—Recommended date for Public Hearing and Vote on Envision Franklin Amendment to add these properties into the plan and assign a design concept, which would guide future rezoning and development plans

If you have any questions regarding this schedule, please feel free to contact:

Greg Gamble at 615-975-5765 / greg.gamble@gdc-tn.com or

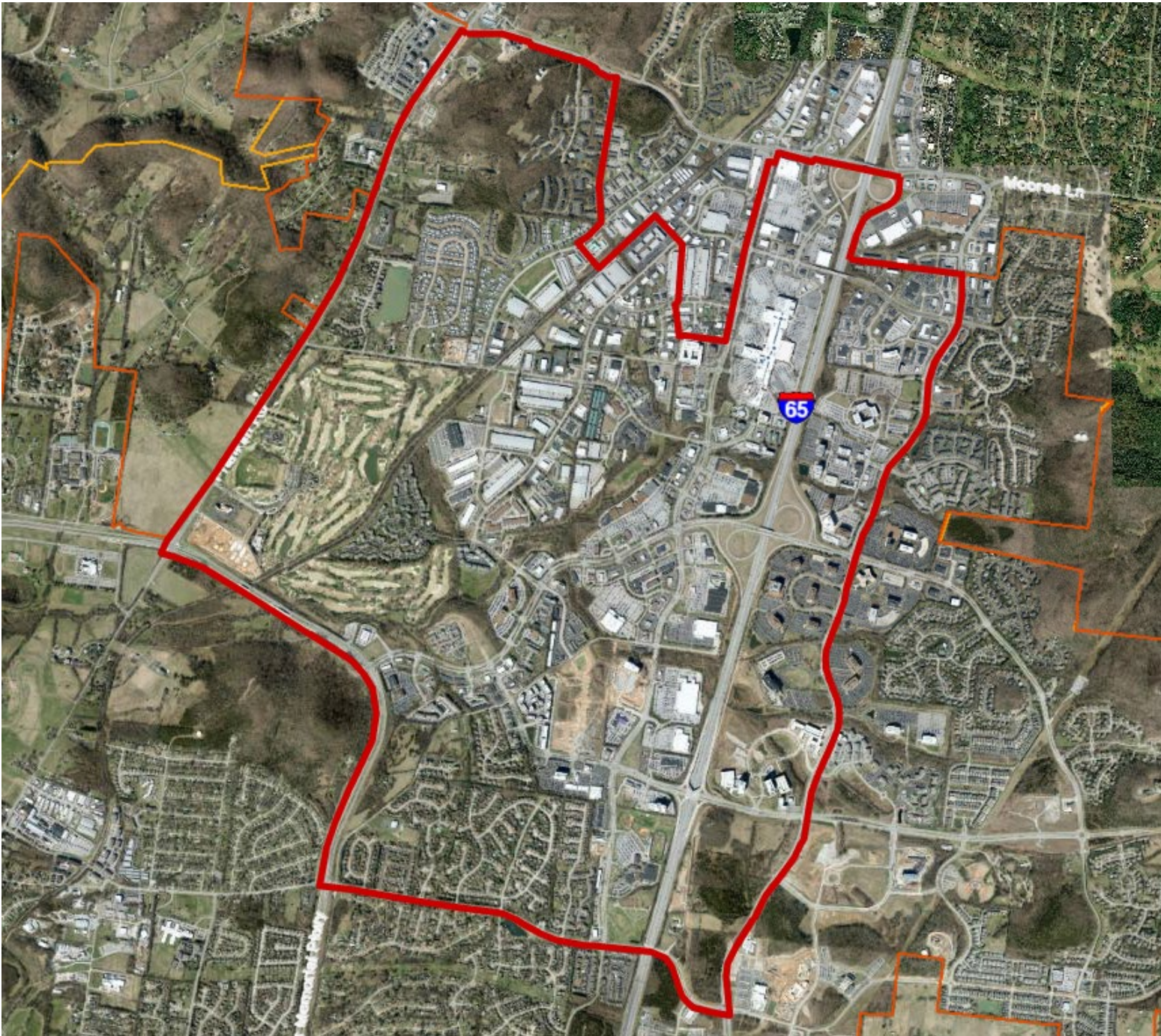
Pete Crutcher at 615-642-2852 / pete@claytonassociates.com.

Sincerely,



Greg Gamble

No Construction Cool Springs Corridor Map. Exhibit 1



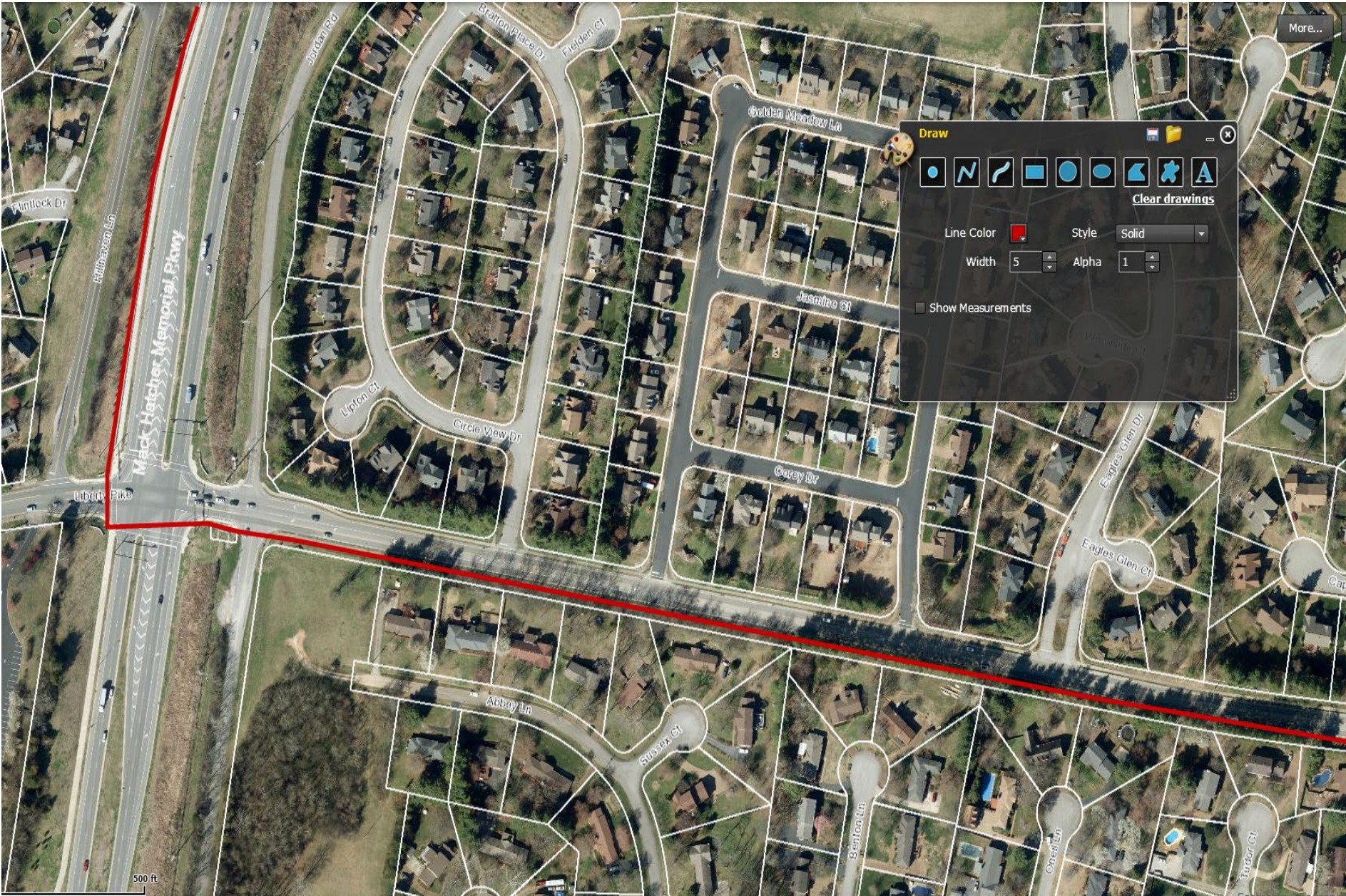
Intersection of Franklin Road at Moore's Lane northwest City limit. Exhibit 2



Intersection of Franklin Road at Mack Hatcher Memorial Pkwy southwest limit. Exhibit 3



Intersection of Mack Hatcher Memorial Parkway at Liberty Pike, southern corridor. Exhibit 4



Liberty Pike at Carothers Parkway, southeast corridor. Exhibit 5



Carothers Parkway at northeast City limit. Exhibit 6



Tabulation of Bids*

Purchasing Office Solicitation No.: 2020-003 (Hillsboro Rd. driveway paving project)					
Notice to Bidders published in the <i>Williamson Herald</i> on: 8/1/2019					
Number of vendors that were notified of / that responded to this solicitation for bids: 7 / 1					
Date and time bids due and publicly opened: 8/22/19 2:00 PM					
Present at opening of bids: Department; and Leslie Pewitt and Brian Wilcox of the City of Franklin Purchasing Office					
Target meeting of BOMA at which recommendation is scheduled to be considered: 9/10/2019 or 9/24/2019					
Bids received from:	Bid No.:	Does the bid include all required documents?	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Total bid price based on specified estimated quantities:	Payment terms:
Sessions Paving Co. 6535 Robertson Ave. Nashville, TN 37209 Davis Duncan, Estimator 615-974-5844 dduncan@sessionspaving.com	1 of 1	no (missing references)	bidder takes no exceptions	\$172,248.00	net 30 days

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

*Shaded bid is apparent lowest responsive bid

City of Franklin, Tennessee
Tabulation of Bid Line-Item Pricing

Item No.	Item Description	Unit	Est. Qty.	Sessions Paving Co.	
				Bid Unit Price	Bid extended amount
P1	traffic control	LS	1	\$25,000.00	\$25,000.00
P2	saw cutting asphalt pavement	L.F.	300	\$6.00	\$1,800.00
P3	removal of asphalt pavement	S.Y.	1,766	\$33.00	\$58,278.00
P4	road & drainage excavation (undercutting)	C.Y.	65	\$78.00	\$5,070.00
P5	mineral aggregate, type A base, grading D	ton	200	\$73.00	\$14,600.00
P6	ACS mix grading E (or approved driveway equivalent)	C.Y.	100	\$675.00	\$67,500.00
Grand totals:					\$172,248.00

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0104)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Sessions Paving Company ("CONTRACTOR"), who mutually agree as follows:

1. CITY issued (a) on August 1, 2019 Purchasing Office Solicitation No. 2020-003, a procurement solicitation for bids for the Hillsboro Road Driveway Paving Project, which includes the removal and repaving of 14 asphalt driveway approaches along Hillsboro Road between Del Rio Pike and Mack Hatcher Parkway ("SOLICITATION").
2. In response to CITY's SOLICITATION, CONTRACTOR submitted a bid dated August 22, 2019 ("SUBMITTAL"), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. CONTRACTOR included in SUBMITTAL CITY's Standard Procurement Terms and Conditions with CONTRACTOR's contact information inserted ("CITY'S TERMS"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
4. CONTRACTOR has, subsequent to SUBMITTAL, also submitted a Certificate of Insurance ("CERTIFICATE OF INSURANCE"), a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
5. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by CONTRACTOR and the acceptance by CITY of all of the products and/or services ordered from CONTRACTOR, pursuant to this AGREEMENT, then CONTRACTOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
6. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled either before the expiration of any specified term of award, including any extensions thereto, or before the supply and delivery by CONTRACTOR and the acceptance by CITY of all of the products and/or services ordered from CONTRACTOR, pursuant to this AGREEMENT, then CONTRACTOR shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancellation.
7. CONTRACTOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0104)

8. CONTRACTOR agrees to provide, before CITY issues its order and/or authorization to proceed, to each owner of the several properties for which driveway improvements are specified within SOLICITATION and for which construction work takes place outside of existing rights-of-way or public easements, one or more certificates of insurance, with the property owner listed as certificate holder, providing evidence of the same minimum types and limits of unexpired insurance coverage as required by CITY.
9. CONTRACTOR may not subcontract any service component of the award except as is indicated in SUBMITTAL. CONTRACTOR must perform at least 20% of contracted work value.
10. CONTRACTOR included in SUBMITTAL CITY's Indemnification Agreement, executed for CONTRACTOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
11. CITY awarded on September 10, 2019 to CONTRACTOR the purchase of the Hillsboro Road Driveway Paving Project pursuant to SOLICITATION and SUBMITTAL.
12. Products shall be delivered and services shall be rendered to the satisfaction of CITY by one (1) month after receipt of order and/or authorization to proceed unless a later delivery / rendering has been authorized in writing by CITY. Failure by CONTRACTOR to meet the delivery / rendering schedule shall constitute grounds for CITY to cancel order and/or consider CONTRACTOR to be in breach of contract.
13. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20____.

For CONTRACTOR: *Sessions Paving Company* For CITY:

Robert N. Hutchinson

(signature of CONTRACTOR's authorized representative)

(signature of CITY's authorized representative)

TITLE: *President*

TITLE: City Administrator

Approved as to Form:

Maricruz R. Fincher, Staff Attorney

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2019-0104)

Attachment No. 1

Excerpts from SUBMITTAL

Bid Submittal Form

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

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2020-003

Bidder's name, street address, and mailing address (if different):	Sessions Paving Company 6535 Robertson Avenue Nashville, TN 37209
Bidder's contact person's name (printed), title, telephone number and e-mail address:	Davis Duncan ESTIMATOR (615) 974-5844 dduncan@sessionspaving.com
Does the bidder take any exceptions to the City's procurement solicitation?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	☐ Yes, see enclosed. ☒ No, bidder takes no exceptions.
Are the City's preferred delivery terms (FOB destination, freight prepaid and allowed) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following delivery terms: _____.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following payment terms: _____.
If the bid is for a construction project and if the amount of the bid price is \$25,000 or more, then is the name, license number, expiration date thereof, and license classification of the contractors applying to bid for the prime contract and for the electrical, plumbing, heating, ventilation, and air conditioning contracts, if any, shown on the outside of the bid container prior to it being opened by the City?	☒ Yes. ☐ No.
Method of payment – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by bank credit card, rather than by conventional check. Which electronic payment method would the bidder prefer?	☒ ACH or Electronic Funds Transfer. ☐ Bank credit card.

Bid Submittal Form

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

Purchasing Office Solicitation No.: 2020-003

Bidder's name:	<u>Sessions Paving Company</u>
Are the following components included with this Bid Submittal Form in the bid submittal? • City of Franklin Specifications, marked by the bidder as to compliance therewith as per the instructions therein; • Identification, listing and description of any exceptions to the procurement solicitation including the Specifications; • Contact information for required references (see Instructions for Bidders); • City of Franklin Standard Procurement Terms and Conditions, with the bidder's contact information inserted; • Bidder's proposed agreement or contract, if any, the terms and conditions of which are not inconsistent with the City's Standard Procurement Terms and Conditions; • City of Franklin Affidavit of Non-Collusion, executed in full; • City of Franklin Affidavit of Title VI Compliance, executed in full; • If bidding on a construction project, then City of Franklin Affidavit of License Certificate, executed in full; and • If bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.	☒ Yes, see enclosed. ☐ No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	☐ Addendum No. 1. ☐ Addenda Nos. 1 through _____. ☒ No addenda.
Subscription and affirmation of bidder's authorized representative: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	<u>Robert A. Hutcherson</u> (signature) <u>President</u>
Signature of bidder's authorized representative: I affirm that I am authorized by the bidder to sign this Bid Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	<u>Robert A. Hutcherson</u> (signature) <u>President</u>
Title of bidder's authorized representative:	<u>President</u>
Date of signatures:	<u>8/22/2019</u>

EXHIBIT A - BID FORM PROJECT QUANTITIES						
FOOTNOTE(S)	ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE (\$)	EXT. AMOUNT (\$)
1	P1	TRAFFIC CONTROL	LS	1	\$25,000.00	\$25,000.00
	P2	SAW CUTTING ASPHALT PAVEMENT	L.F.	300	\$6.00	\$1,800.00
	P3	REMOVAL OF ASPHALT PAVEMENT	S.Y.	1,766	\$33.00	\$58,278.00
2	P4	ROAD & DRAINAGE EXCAVATION (UNDERCUTTING)	C.Y.	65	\$78.00	\$5,070.00
3	P5	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	200	\$73.00	\$14,600.00
4,5	P6	ACS MIX GRADING E (OR APPROVED DRIVEWAY EQUIVALENT)	C.Y.	100	\$675.00	\$67,500.00

TOTAL BID PRICE (IN WORDS):

One hundred and Seventy-Two Thousand, Two hundred forty-eight dollars
and zero cents

TOTAL BID PRICE (\$):

\$ 172,248.00

FOOTNOTES

1. ITEM INCLUDES ALL COSTS NECESSARY TO REMOVE, RELOCATE, AND REPLACE ALL TRAFFIC CONTROL RELATED ITEMS THROUGHOUT ALL PHASES OF CONSTRUCTION. INCLUDES ANY REQUIRED FLAGGING OPERATIONS. ESTIMATED 40 CHANNELIZING DEVICES (DRUMS OR CONES), IF LANE CLOSURES ARE REQUIRED.

2. REQUIRED FOR 801 HILLSBORO ROAD AS SHOWN ON PLANS. CONTRACTOR TO UTILIZE MINERAL AGGREGATE (SURGE STONE) OR OTHER BACKFILL MATERIAL APPROVED BY THE ENGINEER. ESTIMATED DEPTH @ 2.0 FEET. INCLUDES 25 CUBIC YARDS OF CONTINGENCY QUANTITIES. UNIT PRICE INCLUDES EXCAVATION, HAUL-OFF, AND MINERAL AGGREGATE (SURGE STONE) BACKFILL.

3. CONTINGENCY LINE ITEM QUANTITIES (TO BE USED IF NECESSARY AND APPROVED BY ENGINEER): INCLUDES 2.0 INCHES OF MINERAL AGGREGATE / BASE STONE MATERIAL PER DRIVEWAY. TYPICAL FINAL DEPTH OF DRIVEWAY SECTION @ 6.0 INCHES, UTILIZING 4.0 INCHES OF EXISTING IN-SITU BASE STONE AND / OR CONTINGENCY BASE STONE.

4. APPROXIMATELY 182 TONS, DEPENDENT UPON APPROVED ASPHALT DENSITY, @ UP TO 2.0 INCHES COMPACTED DEPTH.

5. INCLUDES ASPHALT CURB (TO BE RE-INSTALLED) AT 815 HILLSBORO ROAD ACROSS DRIVEWAY AT REBEL CIRCLE JOINT. MATCH EXISTING CURB SIZE.

Bidder's name:

Sessions Paving Company
by Robert A. Hirtcheson

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-003

1. Solicitation identified: These Specifications apply to the following procurement solicitation:

Hillsboro Road Driveway Paving Project
Purchasing Office Solicitation No.: 2020-003
2. Notice to Bidders publication date: **August 1, 2019**
3. Solicitation release date: **August 1, 2019**
4. Deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation: **August 15, 2019, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **August 22, 2019, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **September 6, 2019**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **September 24, 2019**
8. Target date of issuance by City of order and/or authorization to proceed: **October 1-15, 2019 (subject to change without notice)**
9. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a bidder to furnish all labor, materials and means necessary to supply and deliver the products and render the services all as specified below. See the accompanying Instructions for Bidders for additional information and instructions.
10. Exceptions:
 - a. To avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions of a non-procedural nature seeking to clarify or revise any aspect of this procurement solicitation. See the accompanying Instructions for Bidders for contact information.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-003

- b. Any deviation or variance from the City's specifications shall be considered by the City to be an exception.
- c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared by the bidder and included in or with the bid, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

11. General terms and conditions:

- a. Bid price: The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to supply and deliver the specified products and/or render the specified services.
- b. Licenses and permits: The bidder awarded the purchase shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to supply and deliver the specified products and/or render the specified services, and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms: As a matter of practice, the City expects the bidder awarded the purchase to ship any and all deliverables FOB destination, freight prepaid and allowed. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder, then the bidder shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms: As a matter of practice, the City pays for goods and/or services only after receipt and acceptance by the City of all such goods and/or services as ordered, and only after receipt of an accurate, proper, complete and itemized invoice for all such goods and/or services as ordered, net thirty (30) calendar days from last date of delivery and completion or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder as a condition of award. If the bidder prefers alternate payment terms, then the bidder shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- e. Applicable laws and regulations: All applicable federal and state laws, City ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-003

service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.

- f. Use of subcontractors: The bidder awarded the purchase may not subcontract any service component of the award except as is indicated in its bid. Requirements for references and insurance shall apply to any subcontractor. Bidder must perform at least 20% of contracted work value.
- g. Safe work area: The bidder awarded the purchase will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.
- h. Other documents to be required of the bidder recommended to be awarded the purchase: See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the bidder recommended to be awarded the purchase.
- i. Damages: The bidder awarded the purchase shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City at the bidder's own expense and at no additional charge to the City.
- j. Standard Procurement Terms and Conditions: By submitting its bid, the bidder certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City's Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal: If and after an award is made by the City, if the bidder refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets: All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the bidder indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the bidder's representation that materials supplied by the bidder do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace: The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-003

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

12. Detailed specifications: Please note:

- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES. (Specifications without a blank line are for context and need not be marked.)
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION. (Specifications without a blank line are for context and need not be marked.)
- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared by the bidder and provided in or with the bid, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

12.1. C Description of project: The Hillsboro Road Driveway Paving Project, COF Contract No. 2019-0104, includes the removal and repaving of 14 asphalt driveway approaches along Hillsboro Road, between Del Rio Pike and Mack Hatcher Parkway.

12.2. C Bid pricing shall include the bidder awarded the purchase furnishing, supplying and delivering all necessary labor, tools, equipment, supplies, materials and other items required to complete the project.

12.3. C Jobsite is at the following location: Along Hillsboro Road, between 613 Hillsboro Road and 920 Hillsboro Road.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-003

- 12.4. C Project shall be completed in accordance with the plan set included as Exhibit B – supplement to Specifications and entitled “City of Franklin, TN Hillsboro Road Driveway Paving Project COF Contract No. 2019-0104.”
- 12.5. C A City of Franklin permit is not required of the bidder awarded the purchase.
- 12.6. C Plans stamped by a professional engineer are not required of the bidder and are not required of the bidder awarded the purchase.
- 12.7. C The bidder is responsible for making all measurements required to prepare a bid.
- 12.8. Schedule of delivery of material and rendering of services:
- 12.8.1. C Material may not be delivered and services may not be rendered until after receipt of order and/or authorization to proceed issued by the City. City will not place order and/or issue authorization to proceed until after notice of award is issued by the City. Notice of award is not to be issued until after, but typically within two (2) weeks of, date of award.
- 12.8.2. C Products shall be delivered and/or services shall be rendered to the satisfaction of City by one (1) month after receipt of order and/or authorization to proceed unless a later delivery / rendering has been authorized in writing by City.
- 12.8.3. C Failure by bidder awarded the purchase to meet the delivery / rendering schedule shall constitute grounds for City to cancel order and/or consider bidder awarded the purchase to be in breach of contract.
- 12.8.4. C Deliveries shall be made and services shall be rendered at the jobsite only between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday except holidays observed by the City.
- 12.9. C Bidder specifically acknowledges and accepts City’s standard delivery terms as expressed under “General terms and conditions” above.
- 12.10. C Bidder awarded the purchase is responsible for having all underground utilities and irrigation located at and in the immediate vicinity of the project-specific driveway locations.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-003

- 12.11. Warranties and guarantees:
- 12.11.1. C Bid pricing shall include bidder's standard warranty, to be for a minimum of one (1) year, for all completed services, installed products, equipment, and accessories.
- 12.11.2. C Bidder warrants and guarantees to the City that the project will be completed in accordance with the contract documents and will not be defective. Bidder's warranty and guarantee hereunder excludes defects or damage caused by:
- 12.11.2.1. abuse, modification, or improper maintenance or operation by persons other than bidder awarded the purchase, subcontractors, suppliers, or any other individual or entity for whom bidder awarded the purchase is responsible; or
- 12.11.2.2. normal wear and tear under normal usage.
- 12.11.3. C The obligation of the bidder awarded the purchase to perform and complete the project in accordance with the contract documents shall be absolute. None of the following will constitute either an acceptance of work that is not in accordance with the contract documents or a release of obligation of the bidder awarded the purchase to perform the work and complete the project in accordance with the contract documents:
- 12.11.3.1. observations by representatives of the City;
- 12.11.3.2. recommendation by representatives of the City or payment by the City of any progress or final payment;
- 12.11.3.3. the issuance of a certificate of substantial completion by the City or any payment related thereto by the City;
- 12.11.3.4. use or occupancy of the project or any part thereof by the City;
- 12.11.3.5. any acceptance by the City or any failure to do so;
- 12.11.3.6. any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by the City;
- 12.11.3.7. any inspection, test, or approval by others; or
- 12.11.3.8. C any correction of defective work by the City.
- 12.11.4. C Bid pricing shall include bidder's standard guarantee of workmanship, to be for a minimum of one (1) year, for all completed services, installed products, equipment, and accessories.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-003

12.12. C Insurance requirements:

12.12.1. Before award of the procurement by the City, the bidder recommended to be awarded the purchase shall provide one or more certificates of insurance providing evidence of the following minimum types and limits of unexpired insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	• \$1,000,000 Each Occurrence • \$2,000,000 General Aggregate • \$1,000,000 Personal and Advertising Injury • \$2,000,000 Products-Completed Operations Aggregate • Coverage shall be Primary and Non-Contributory • Waiver of Subrogation shall apply	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached
Workers Compensation ²	• Statutory Limits • Waiver of Subrogation shall apply	Certificate Holder ¹ only
Employers Liability ²	• \$1,000,000 Bodily Injury Each Accident • \$1,000,000 Policy Limit Bodily Injury by Disease • \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder ¹ only

12.12.2. C If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the supply and delivery by the bidder awarded the purchase and the acceptance by the City of all of the products and/or services ordered from the bidder awarded the purchase, pursuant to this procurement solicitation, then the bidder awarded the purchase shall immediately suspend work or supply, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the bidder awarded the purchase, unless and until the bidder awarded the purchase provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

¹ Certificate Holder shall be listed as follows:

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

² Workers Compensation and Employers Liability coverages are not required for Tennessee employers with fewer than five (5) employees except that employers in the construction business or trades (construction service providers) are required to carry Workers Compensation coverage unless they are sole proprietors or partners with no employees.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2020-003

12.12.3.

C

In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the supply and delivery by the bidder awarded the purchase and the acceptance by the City of all of the products and/or services ordered from the bidder awarded the purchase, pursuant to this procurement solicitation, then the bidder awarded the purchase shall, immediately upon learning of any such material modification or cancellation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancellation, and the City may suspend payment for products thereafter delivered and services thereafter rendered by the bidder awarded the purchase, unless and until the bidder awarded the purchase provides the City with one or more replacement certificates of insurance for unexpired insurance coverage that meets or exceeds the insurance requirements as specified above.

12.12.4.

C

The bidder awarded the purchase shall agree to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. The bidder awarded the purchase may not subcontract any service component of the award except as is indicated in its bid.

12.12.5.

C

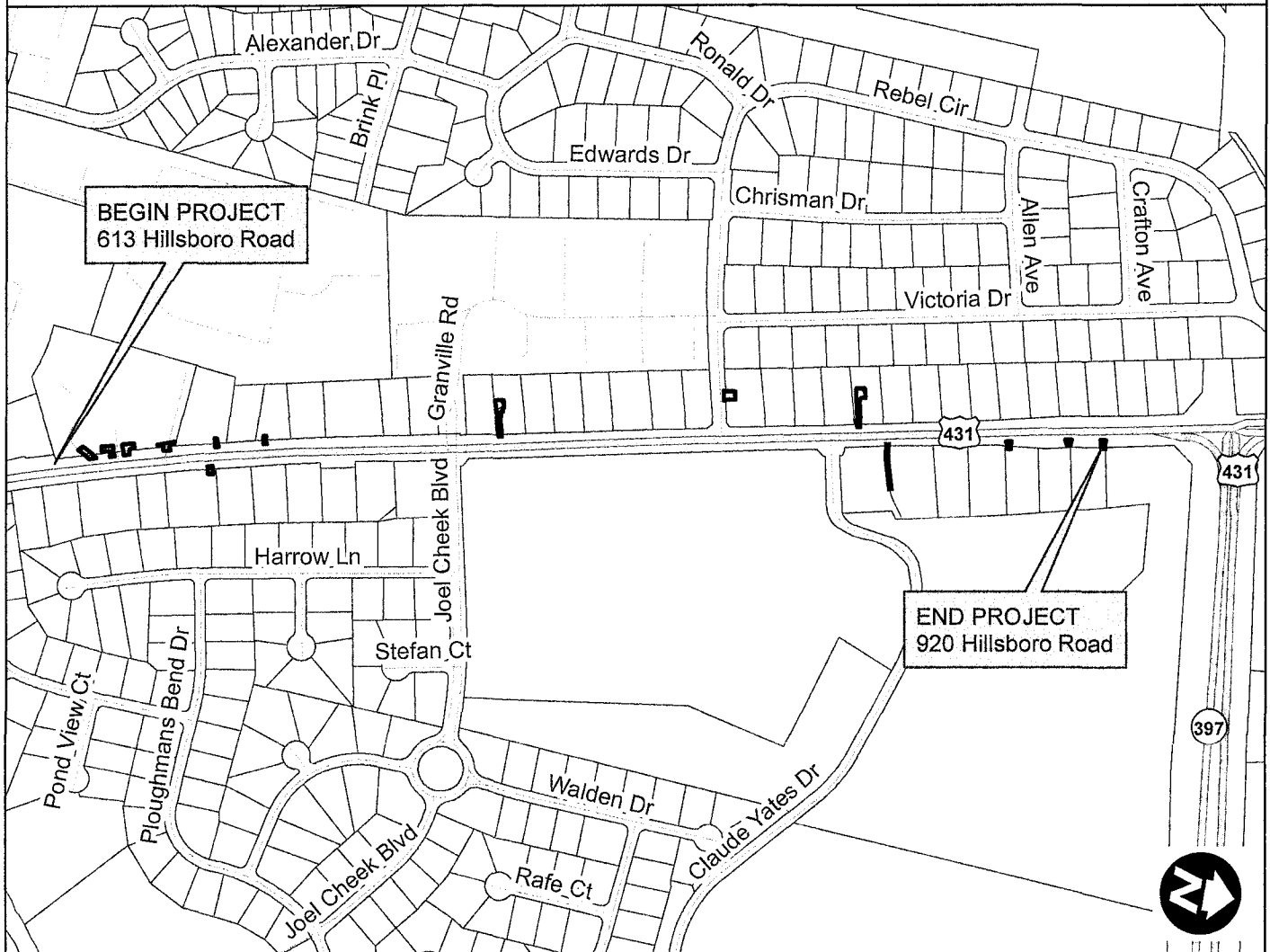
The bidder awarded the purchase shall agree to provide, before the City issues its order and/or authorization to proceed, to each owner of the several properties for which driveway improvements are specified herein and for which construction work takes place outside of existing rights-of-way or public easements, one or more certificates of insurance, with the property owner listed as certificate holder, providing evidence of the same minimum types and limits of unexpired insurance coverage as required by the City.

Exhibit B - supplement to Specifications

DATE
APRIL 2019

SHEET NO.
1

City of Franklin, TN Hillsboro Road Driveway Paving Project COF Contract No. 2019-0104



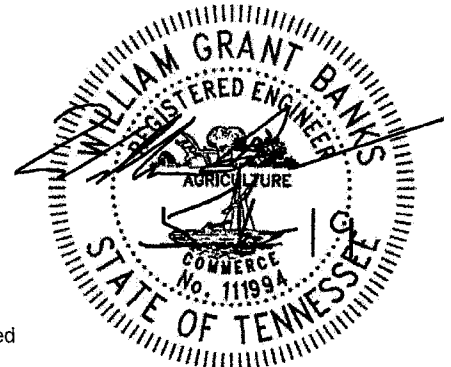
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FRANKLIN, TN 37064

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Project required to be constructed per all adopted
City of Franklin standards and specifications.



GRADING

(1) ANY AREA THAT IS DISTURBED OUTSIDE LIMITS OF CONSTRUCTION DURING THE LIFE OF THIS PROJECT SHALL BE REPAIRED BY THE CONTRACTOR AT HIS EXPENSE.

(2) THE CONTRACTOR SHALL NOT DISPOSE OF ANY MATERIAL EITHER ON OR OFF STATE-OWNED R.O.W. IN A REGULATORY FLOOD WAY AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) WITHOUT APPROVAL BY FEMA. ALL MATERIAL SHALL BE DISPOSED OF IN UPLAND (NON-WETLAND) AREAS AND ABOVE ORDINARY HIGH WATER OF ANY ADJACENT WATERCOURSE. THIS DOES NOT ELIMINATE THE NEED TO OBTAIN ANY OTHER LICENSES OR PERMITS THAT MAY BE REQUIRED BY ANY OTHER FEDERAL, STATE OR LOCAL AGENCY.

MISCELLANEOUS

(1) NOTHING IN THE GENERAL NOTES SHALL RELIEVE THE CONTRACTOR FROM HIS RESPONSIBILITIES TOWARD THE SAFETY AND CONVENIENCE OF THE GENERAL PUBLIC AND THE RESIDENTS ALONG THE PROPOSED CONSTRUCTION AREA.

CLEANUP

(1) THE CONTRACTOR WILL BE REQUIRED TO REMOVE ALL GARBAGE AND CONSTRUCTION DEBRIS FROM PROJECT. THE COST FOR THIS WILL BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF CONSTRUCTION.

RESURFACING

(1) WHERE DIRECTED BY THE CITY ENGINEER, THE CONTRACTOR SHALL BE REQUIRED TO SHAPE BUSINESS ENTRANCES AND PRIVATE DRIVES, AS WELL AS CLEANING OF EXISTING DRAINS BEFORE PLACING MATERIALS. ALL COSTS ARE TO BE INCLUDED IN THE PRICE BID FOR OTHER ITEMS OF CONSTRUCTION.

(2) ON URBAN TYPICAL SECTIONS, (CURB AND GUTTER), RESIDENTIAL DRIVEWAYS AND BUSINESS ENTRANCES SHALL HAVE A MINIMUM WIDTH OF MATERIAL NOT LESS THAN ONE FOOT USED IN THE TRANSITION TO FEATHER THE PAVEMENT EDGE.

(3) PRIVATE DRIVEWAYS AND BUSINESS ENTRANCES WILL BE RESURFACED A PAVER WIDTH (LANE WIDTH) AS A MINIMUM. A PAVEMENT TAPER TO TRANSITION THE NEW PAVEMENT SHALL BE REQUIRED, IT SHALL BE BASED ON AN ADDITIONAL ONE FOOT OF WIDTH PER ONE INCH DEPTH OF PAVEMENT. IF THE SHOULDER IS NARROW ENOUGH THAT THE SUM OF THE SHOULDER AND THE TRANSITION ARE LESS THAN A PAVER WIDTH, THE TRANSITION SHALL OCCUR WITHIN THE PAVER WIDTH. IF THE SUM OF THE SHOULDER AND THE TRANSITION IS GREATER THAN A PAVER WIDTH (LANE WIDTH), THE TRANSITION SHALL OCCUR OUTSIDE OF THE PAVER WIDTH.

(4) IN ALL CASES, THE LENGTH OF THE PAVEMENT TRANSITION, THE THICKNESS AND WIDTH OF THE RESURFACING AND ANY ADDITIONAL PAVEMENT MATERIALS SHALL BE AS DIRECTED BY THE CITY ENGINEER.

GRADED SOLID ROCK

(1) THE ROCK FILL (GRADED SOLID ROCK) MATERIAL SHALL CONSIST OF SOUND, NON-DEGRADABLE LIMESTONE OR SANDSTONE WITH A MAXIMUM SIZE OF 1'-0". AT LEAST 50% (BY WEIGHT) OF THE ROCK SHALL BE UNIFORMLY DISTRIBUTED BETWEEN 1'-0" AND 0'-2" IN DIAMETER, AND NO GREATER THAN 10% (BY WEIGHT) SHALL BE LESS THAN 2" IN DIAMETER. THE MATERIAL SHALL BE ROUGHLY EQUIDIMENSIONAL; THIN, SLABBY MATERIALS WILL NOT BE ACCEPTED. THE CONTRACTOR SHALL BE REQUIRED TO PROCESS THE MATERIAL WITH AN ACCEPTABLE MECHANICAL MEANS (A SCREENING PROCESS CAPABLE OF PRODUCING THE REQUIRED GRADATION). THE ROCK SHALL BE APPROVED BY THE CITY ENGINEER.

EROSION PREVENTION AND SEDIMENT CONTROL

(1) EPSC MEASURES SHALL BE INSTALLED AND FUNCTIONAL PRIOR TO ANY EARTH MOVING OPERATIONS, AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD EXCEPT AS SUCH WORK MAY BE NECESSARY TO INSTALL EPSC MEASURES.

(2) TEMPORARY EPSC MEASURES MAY BE REMOVED AT THE BEGINNING OF THE WORKDAY, BUT MUST BE REINSTALLED AT THE END OF THE WORKDAY OR BEFORE/DURING A PRECIPITATION EVENT.

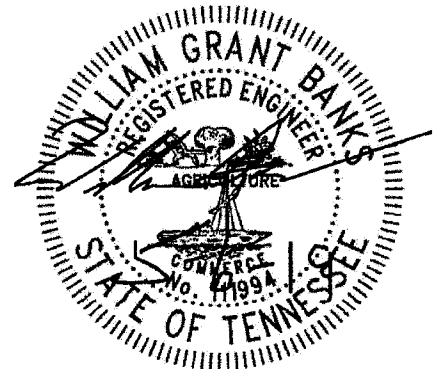
(3) THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN A PROACTIVE METHOD TO PREVENT THE OFFSITE MIGRATION OR DEPOSIT OF SEDIMENT OFF THE PROJECT LIMITS (E.G. R.O.W., EASEMENTS, ETC.), INTO WATERS OF THE STATE/U.S., OR ONTO ROADWAYS USED BY THE GENERAL PUBLIC. IF SEDIMENT ESCAPES THE CONSTRUCTION SITE, OFFSITE ACCUMULATIONS OF SEDIMENT THAT HAVE NOT REACHED A STREAM MUST BE REMOVED AT A FREQUENCY SUFFICIENT TO MINIMIZE OFFSITE IMPACTS (E.G., FUGITIVE SEDIMENT THAT HAS ESCAPED THE CONSTRUCTION SITE AND HAS COLLECTED IN A STREET MUST BE REMOVED SO THAT IT IS NOT SUBSEQUENTLY WASHED INTO STORM SEWERS AND STREAMS BY THE NEXT RAIN AND/OR SO THAT IT DOES NOT POSE A SAFETY HAZARD TO USERS OF PUBLIC STREETS). ARRANGEMENTS CONCERNING REMOVAL OF SEDIMENT ON ADJOINING PROPERTY MUST BE NEGOTIATED WITH THE ADJOINING PROPERTY OWNER BEFORE REMOVAL OF SEDIMENT.



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GENERAL NOTES

SHEET NO.

3

(4) THE DEWATERING OF WORK AREAS, TRENCHES, FOUNDATIONS, EXCAVATIONS, ETC. THAT HAVE COLLECTED STORMWATER, WATER FROM VEHICLE WASH AREAS, OR GROUNDWATER SHALL BE EITHER HELD IN SETTLING BASINS OR TREATED BY FILTRATION AND/OR CHEMICAL TREATMENT PRIOR TO ITS DISCHARGE. ALL PHYSICAL AND/OR CHEMICAL TREATMENT WILL BE APPLIED IN ACCORDANCE WITH THE MANUFACTURER'S GUIDELINES AND FULLY DESCRIBED IN THE EPSC PLANS. WATER DISCHARGED SHALL NOT CAUSE AN OBJECTIONABLE COLOR CONTRAST WITHIN THE RECEIVING NATURAL RESOURCE. WATER MUST BE HELD IN SETTLING BASINS UNTIL AT LEAST AS CLEAR AS THE RECEIVING WATERS. SETTLING BASINS SHALL NOT BE LOCATED CLOSER THAN 20 FEET FROM THE TOP BANK OF A STREAM. SETTLING BASINS AND SEDIMENT TRAPS SHALL BE PROPERLY DESIGNED ACCORDING TO THE SIZE OF THE DRAINAGE AREAS OR VOLUME OF WATER TO BE TREATED. TREATED WATER MUST BE DISCHARGED THROUGH A PIPE OR WELL-VEGETATED OR LINED CHANNEL, SO THAT THE DISCHARGE DOES NOT CAUSE EROSION OR SEDIMENT TRANSPORT. DISCHARGES FROM BASINS AND IMPOUNDMENTS SHALL UTILIZE OUTLET STRUCTURES THAT ONLY WITHDRAW WATER FROM NEAR THE SURFACE OF THE BASIN OR IMPOUNDMENT. DISCHARGES MUST NOT CAUSE AN OBJECTIONABLE COLOR CONTRAST WITH THE RECEIVING STREAM.

GOOD HOUSEKEEPING MEASURES & WASTE DISPOSAL

(46) THE CONTRACTOR SHALL ESTABLISH AND MAINTAIN A PROACTIVE METHOD TO PREVENT LITTER AND CONSTRUCTION WASTES FROM ENTERING WATERS OF THE STATE/U.S. THESE MATERIALS SHALL BE REMOVED FROM STORMWATER EXPOSURE PRIOR TO ANTICIPATED STORM EVENTS OR BEFORE BEING CARRIED OFFSITE BY WIND, OR OTHERWISE PREVENTED FROM BECOMING A POLLUTANT SOURCE FOR STORMWATER DISCHARGES. AFTER USE, MATERIALS USED FOR EPSC SHALL BE REMOVED FROM THE SITE.

(47) THE CONTRACTOR SHALL TAKE APPROPRIATE STEPS TO ENSURE THAT PETROLEUM PRODUCTS OR OTHER CHEMICAL POLLUTANTS ARE PREVENTED FROM ENTERING WATERS OF THE STATE/U.S. ALL EQUIPMENT REFUELING, SERVICING, AND STAGING AREAS SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL LAWS, RULES, REGULATIONS, AND ORDINANCES, INCLUDING THOSE OF THE NATIONAL FIRE PROTECTION ASSOCIATION. APPROPRIATE CONTAINMENT MEASURES FOR THESE AREAS SHALL BE USED.

(54) ALL HAZARDOUS WASTE MATERIALS SHALL BE DISPOSED OF IN A MANNER WHICH IS COMPLIANT WITH LOCAL OR STATE REGULATIONS. SITE PERSONNEL SHALL BE INSTRUCTED IN THESE PRACTICES, AND THE INDIVIDUAL DESIGNATED AS THE CONTRACTOR'S RESPONSIBLE PARTY SHALL BE RESPONSIBLE FOR SEEING THAT THESE PRACTICES ARE FOLLOWED. THE CONTRACTOR SHALL OBTAIN ANY AND ALL NECESSARY PERMITS TO DISPOSE OF HAZARDOUS MATERIAL.

(57) WASTE MATERIAL (EARTH, ROCK, ASPHALT, CONCRETE, ETC.) NOT REQUIRED FOR THE CONSTRUCTION OF THE PROJECT WILL BE DISPOSED OF BY THE CONTRACTOR. IMPACTS TO WATERS OF THE STATE/U.S. SHALL BE AVOIDED IF POSSIBLE. IF UNAVOIDABLE, THE CONTRACTOR WILL OBTAIN ANY AND ALL NECESSARY PERMITS INCLUDING, BUT NOT LIMITED TO NPDES, AQUATIC RESOURCES ALTERATION PERMIT(S), CORPS OF ENGINEERS SECTION 404 PERMITS, AND TVA SECTION 26A PERMITS TO DISPOSE OF WASTE MATERIALS.

SUPPORT ACTIVITIES

(58) MATERIALS AND STAGING AREAS SHALL NOT AFFECT ANY WATERS OF THE STATE/U.S. UNLESS THESE AREAS ARE SPECIFICALLY COVERED BY ENVIRONMENTAL PERMITS, OBTAINED SOLELY BY THE CONTRACTOR. THE CONTRACTOR SHALL REVIEW ALL EXISTING PERMITS TO ENSURE THAT WORK AT PERMITTED SITES DOES NOT EXCEED EXPIRATION DATES. IF WORK IS GOING TO BE CONTINUED AFTER EXPIRATION DATES, THE CONTRACTOR SHALL CONTACT THE TDOT PROJECT RESPONSIBLE PARTY TO COMMENCE PERMIT RENEWAL PROCESS.

(59) IF OFFSITE BORROW AND WASTE AREAS BECOME NECESSARY DURING THE LIFE OF THE PROJECT, THIS SUPPORT ACTIVITY SHALL BE ADDRESSED PER THE TDOT WASTE AND BORROW MANUAL.

(61) IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO SUPPLY EPSC PLANS FOR THE MATERIAL AND STAGING AREAS TO THE CITY ENGINEER FOR REVIEW.

(62) ALL ONSITE VEHICLES SHALL BE MONITORED FOR LEAKS AND RECEIVE REGULAR PREVENTIVE MAINTENANCE TO REDUCE THE CHANCE OF LEAKAGE AND SPILLS.

(63) FOR ALL HAZARDOUS MATERIALS STORED ONSITE, THE MANUFACTURER'S RECOMMENDED METHODS FOR SPILL CLEAN UP SHALL BE CLEARLY POSTED. SITE PERSONNEL SHALL BE MADE AWARE OF THE PROCEDURES AND THE LOCATIONS OF THE INFORMATION AND CLEANUP SUPPLIES.

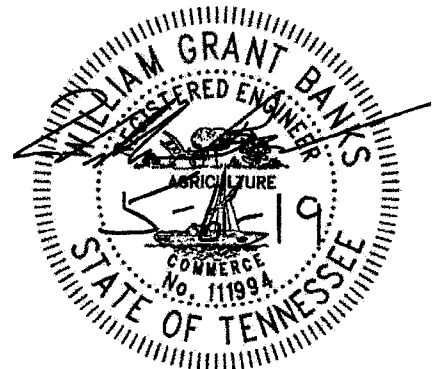
(64) APPROPRIATE CLEANUP MATERIALS AND EQUIPMENT SHALL BE MAINTAINED BY THE CONTRACTOR IN THE MATERIALS STORAGE AREA ONSITE AND UNDER COVER. SPILL RESPONSE EQUIPMENT SHALL BE INSPECTED AND MAINTAINED BY THE CONTRACTOR AS NECESSARY TO REPLACE ANY MATERIALS USED IN SPILL RESPONSE ACTIVITIES.



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(65) ALL SPILLS SHALL BE CLEANED IMMEDIATELY AFTER DISCOVERY AND THE MATERIALS DISPOSED OF PROPERLY. THE SPILL AREA SHALL BE KEPT WELL VENTILATED AND PERSONNEL WILL WEAR APPROPRIATE PROTECTIVE CLOTHING TO PREVENT INJURY FROM CONTACT WITH A HAZARDOUS SUBSTANCE.

(66) THE CONTRACTOR'S RESPONSIBLE PARTY SHALL BE THE SPILL PREVENTION AND CLEANUP COORDINATOR. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THE SITE SUPERINTENDENT HAS HAD APPROPRIATE TRAINING FOR HAZARDOUS MATERIALS HANDLING, SPILL MANAGEMENT, AND CLEANUP.

(67) IF AN OIL SHEEN IS OBSERVED ON SURFACE WATER (E.G. SETTLING PONDS, DETENTION PONDS, SWALES), ACTION SHALL BE TAKEN IMMEDIATELY TO REMOVE THE MATERIAL CAUSING THE SHEEN. THE CONTRACTOR SHALL USE APPROPRIATE MATERIALS TO CONTAIN AND ABSORB THE SPILL. THE SOURCE OF THE OIL SHEEN WILL ALSO BE IDENTIFIED AND REMOVED OR REPAIRED AS NECESSARY TO PREVENT FURTHER RELEASES.

(69) IF A SPILL OCCURS THE CONTRACTOR'S RESPONSIBLE PARTY SHALL BE RESPONSIBLE FOR COMPLETING THE SPILL REPORTING FORM AND FOR REPORTING THE SPILL TO THE CITY PROJECT RESPONSIBLE PARTY. ALL SPILLS MUST BE REPORTED TO THE APPROPRIATE AGENCY, AND MEASURES SHALL BE TAKEN IMMEDIATELY TO PREVENT THE POLLUTION OF WATERS OF THE STATE/U.S., INCLUDING GROUNDWATER, SHOULD A SPILL OCCUR.

(70) WHERE A RELEASE CONTAINING A HAZARDOUS SUBSTANCE IN AN AMOUNT EQUAL TO OR IN EXCESS OF A REPORTABLE QUANTITY ESTABLISHED UNDER EITHER 40 CFR 117 OR 40 CFR 302 OCCURS DURING A 24 HOUR PERIOD, SEE THE LATEST TENNESSEE GENERAL PERMIT NO. TNR100000 STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES SECTION 5.1 FOR REPORTING REQUIREMENTS.

CONSTRUCTION WORK ZONE & TRAFFIC CONTROL

(1) ADVANCED WARNING SIGNS SHALL NOT BE DISPLAYED MORE THAN FORTY-EIGHT (48) HOURS BEFORE PHYSICAL CONSTRUCTION BEGINS. SIGNS MAY BE ERECTED UP TO ONE WEEK BEFORE NEEDED, IF THE SIGN FACE IS FULLY COVERED.

(2) IF THE CONTRACTOR MOVES OFF THE PROJECT, HE SHALL COVER OR REMOVE ALL UNNEEDED SIGNS AS DIRECTED BY THE ENGINEER. COSTS OF REMOVAL, COVERING, AND REINSTALLING SIGNS SHALL NOT BE MEASURED AND PAID FOR SEPARATELY, BUT ALL COSTS SHALL BE INCLUDED IN OTHER LINE ITEMS.

(3) A LONG TERM BUT SPORADIC USE WARNING SIGN, SUCH AS A FLAGGER SIGN, MAY REMAIN IN PLACE WHEN NOT REQUIRED PROVIDED THE SIGN FACE IS FULLY COVERED.

(4) TRAFFIC CONTROL DEVICES SHALL NOT BE DISPLAYED OR ERECTED UNLESS RELATED CONDITIONS ARE PRESENT NECESSITATING WARNING.

(5) USE OF BARRICADES, PORTABLE BARRIER RAILS, AND DRUMS SHALL BE LIMITED TO THE IMMEDIATE AREAS OF CONSTRUCTION WHERE A HAZARD IS PRESENT. THESE DEVICES SHALL NOT BE STORED ALONG THE ROADWAY WITHIN THIRTY (30) FEET OF THE EDGE OF THE TRAVELED WAY BEFORE OR AFTER USE UNLESS PROTECTED BY GUARDRAIL, BRIDGE RAIL, AND/OR BARRIERS INSTALLED FOR OTHER PURPOSES FOR ROADWAYS WITH CURRENT ADT'S LESS THAN 1500 AND DESIGN SPEED OF LESS THAN 60 MPH. THIS DISTANCE SHALL INCREASE TO FORTY-FIVE (45) FEET FOR ROADWAYS WITH CURRENT ADT'S OF 1500 OR GREATER AND DESIGN SPEED OF 60 MPH OR GREATER OR ON THE OUTSIDE OF A HORIZONTAL CURVE. THESE DEVICES SHALL BE REMOVED FROM THE CONSTRUCTION WORK ZONE WHEN THE ENGINEER DETERMINES THEY ARE NO LONGER NEEDED. WHERE THERE IS INSUFFICIENT RIGHT-OF-WAY TO PROVIDE FOR THIS REQUIRED SETBACK, THE CONTRACTOR SHALL DETERMINE THE ALTERNATE LOCATIONS AND REQUEST THE ENGINEER'S APPROVAL TO USE THEM.

(6) THE CONTRACTOR SHALL NOT BE PERMITTED TO PARK ANY VEHICLES OR CONSTRUCTION EQUIPMENT DURING PERIODS OF INACTIVITY, WITHIN THIRTY (30) FEET OF THE EDGE OF PAVEMENT WHEN THE LANE IS OPEN TO TRAFFIC UNLESS PROTECTED BY GUARDRAIL, BRIDGE RAIL, AND/OR BARRIERS INSTALLED FOR OTHER PURPOSES FOR ROADWAYS WITH CURRENT ADT'S LESS THAN 1500 AND DESIGN SPEED OF LESS THAN 60 MPH. THIS DISTANCE SHALL BE INCREASED TO FORTY-FIVE (45) FEET FOR ROADWAYS WITH CURRENT ADT'S OF 1500 OR GREATER AND DESIGN SPEED OF 60 MPH OR GREATER OR ON THE OUTSIDE OF A HORIZONTAL CURVE. PRIVATELY OWNED VEHICLES SHALL NOT BE ALLOWED TO PARK WITHIN THIRTY (30) FEET OF AN OPEN TRAFFIC LANE AT ANY TIME UNLESS PROTECTED AS DESCRIBED ABOVE FOR ROADWAYS WITH CURRENT ADT'S LESS THAN 1500 AND DESIGN SPEED OF LESS THAN 60 MPH. THIS DISTANCE SHALL BE INCREASED TO FORTY-FIVE (45) FEET FOR ROADWAYS WITH CURRENT ADT'S OF 1500 OR GREATER AND DESIGN SPEED OF 60 MPH OR GREATER OR ON THE OUTSIDE OF A HORIZONTAL CURVE. WHERE THERE IS INSUFFICIENT RIGHT-OF-WAY TO PROVIDE FOR THIS REQUIRED SETBACK, THE CONTRACTOR SHALL DETERMINE THE ALTERNATE LOCATIONS AND REQUEST THE ENGINEER'S APPROVAL TO USE THEM.

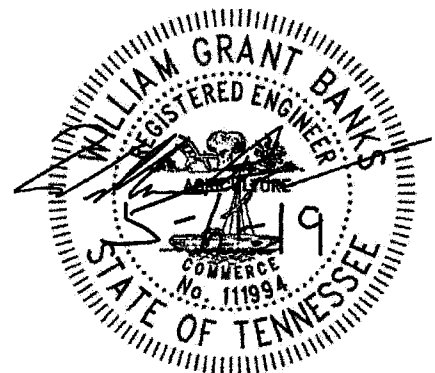
(7) ALL DETOUR AND CONSTRUCTION SIGNING SHALL BE IN STRICT ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.



HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road Driveway Paving Project COF Contract No. 2019-0104

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



ESTIMATED QUANTITIES

SHEET NO.
5

FOOTNOTES	ITEM NO.	ITEM DESCRIPTION	UNIT	EST. QTY.
1	P1	TRAFFIC CONTROL	LS	1
	P2	SAW CUTTING ASPHALT PAVEMENT	L.F.	300
	P3	REMOVAL OF ASPHALT PAVEMENT	S.Y.	1766
2	P4	ROAD & DRAINAGE EXCAVATION (UNDERCUTTING)	C.Y.	65
3	P5	MINERAL AGGREGATE, TYPE A BASE, GRADING D	TON	200
4,5	P6	ACS MIX GRADING E (OR APPROVED DRIVEWAY EQUIVALENT)	C.Y.	100

FOOTNOTES

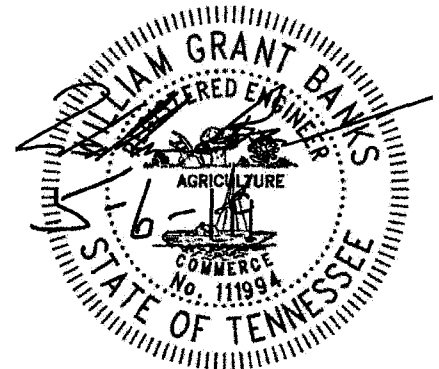
1. ITEM INCLUDES ALL COSTS NECESSARY TO REMOVE, RELOCATE, AND REPLACE ALL TRAFFIC CONTROL RELATED ITEMS THROUGHOUT ALL PHASES OF CONSTRUCTION. INCLUDES ANY REQUIRED FLAGGING OPERATIONS. ESTIMATED 40 CHANNELIZING DEVICES (DRUMS OR CONES), IF LANE CLOSURES ARE REQUIRED.
2. REQUIRED FOR 801 HILLSBORO ROAD AS SHOWN ON PLANS. CONTRACTOR TO UTILIZE MINERAL AGGREGATE (SURGE STONE) OR OTHER BACKFILL MATERIAL APPROVED BY THE ENGINEER. ESTIMATED DEPTH @ 2.0 FEET. INCLUDES 25 CUBIC YARDS OF CONTINGENCY QUANTITIES. UNIT PRICE INCLUDES EXCAVATION, HAUL-OFF, AND MINERAL AGGREGATE (SURGE STONE) BACKFILL.
3. CONTINGENCY LINE ITEM QUANTITIES (TO BE USED IF NECESSARY AND APPROVED BY ENGINEER): INCLUDES 2.0 INCHES OF MINERAL AGGREGATE / BASE STONE MATERIAL PER DRIVEWAY. TYPICAL FINAL DEPTH OF DRIVEWAY SECTION @ 6.0 INCHES, UTILIZING 4.0 INCHES OF EXISTING IN-SITU BASE STONE AND / OR CONTINGENCY BASE STONE.
4. APPROXIMATELY 182 TONS, DEPENDENT UPON APPROVED ASPHALT DENSITY, @ UP TO 2.0 INCHES COMPACTED DEPTH.
5. INCLUDES ASPHALT CURB (TO BE RE-INSTALLED) AT 815 HILLSBORO ROAD ACROSS DRIVEWAY AT REBEL CIRCLE JOINT. MATCH EXISTING CURB SIZE.



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TENNESSEE

Hillsboro Road Driveway Paving Project COF Contract No. 2019-0104

CITY OF FRANKLIN
CITY HALL
109 THIRD AVENUE SOUTH
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DRIVEWAY PAVING AREAS

DATE
APRIL 2019

SHEET NO.
6



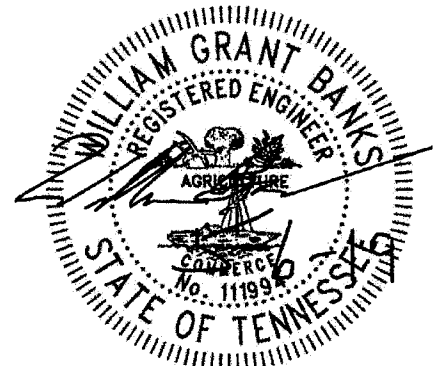
HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road Driveway Paving Project COF Contract No. 2019-0104

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

SCALE 1" = 50'

DESIGNER: WGB



DRIVEWAY PAVING AREAS

DATE
APRIL 2019

SHEET NO.
7



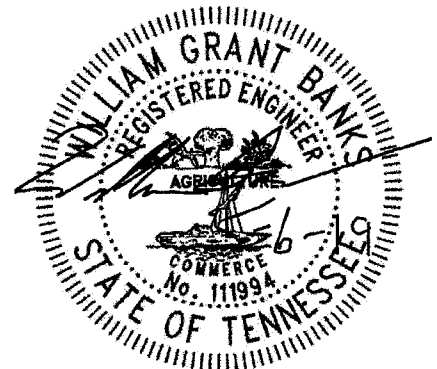
HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road Driveway Paving Project COF Contract No. 2019-0104

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

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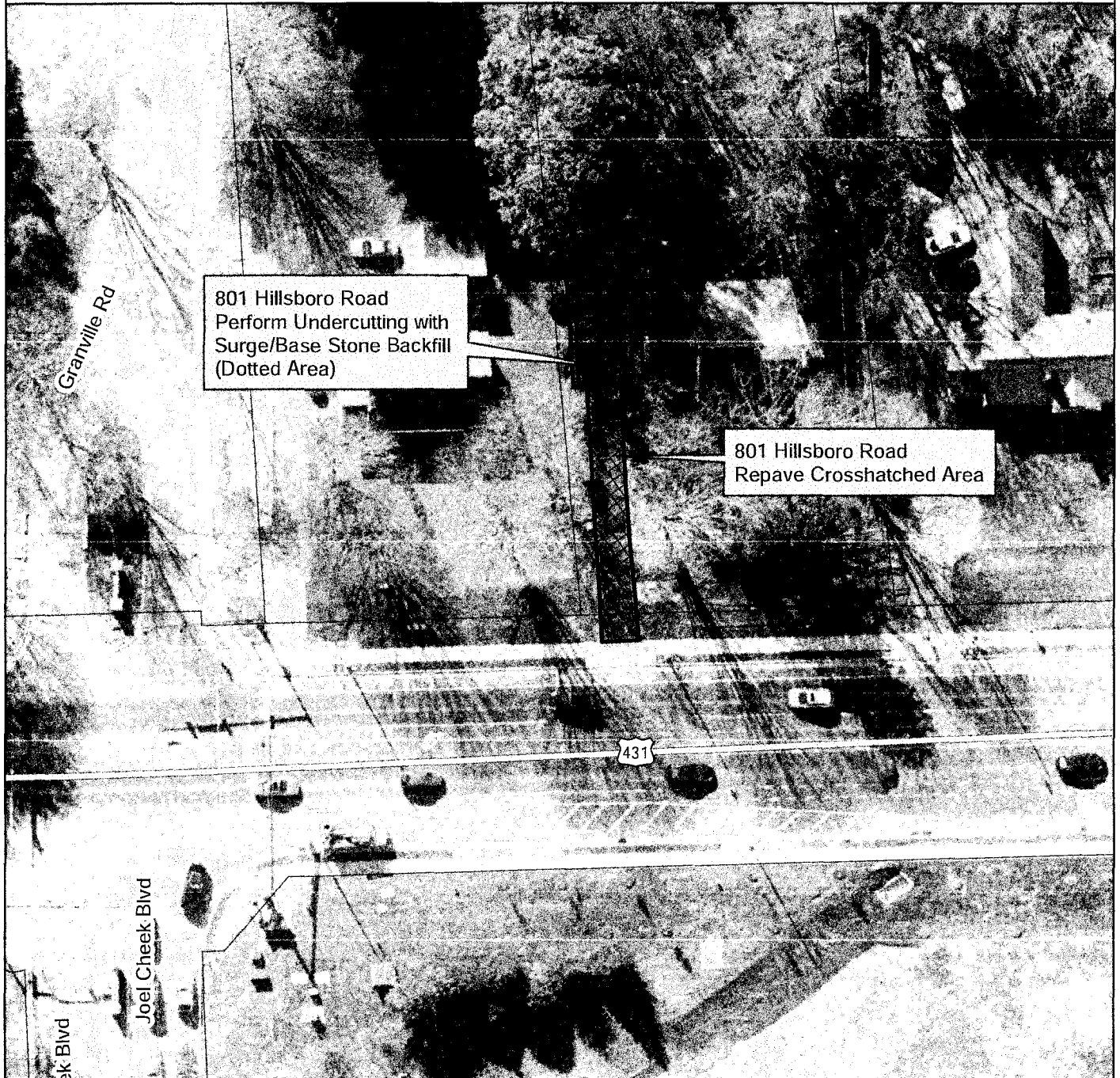
DESIGNER: WGB



DRIVEWAY PAVING AREAS

DATE
APRIL 2019

SHEET NO.
8



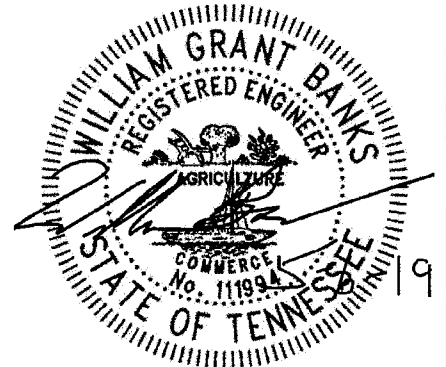
HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road Driveway Paving Project COF Contract No. 2019-0104

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

SCALE 1" = 50'

DESIGNER: WGB



DRIVEWAY PAVING AREAS

DATE
APRIL 2019

SHEET NO.
9



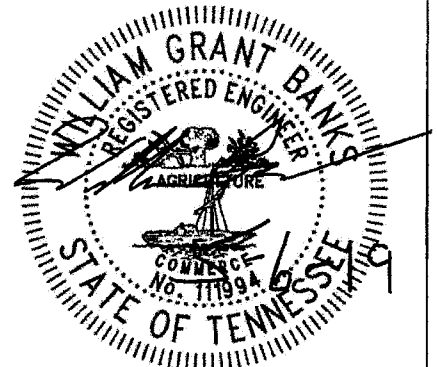
HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road Driveway Paving Project COF Contract No. 2019-0104

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

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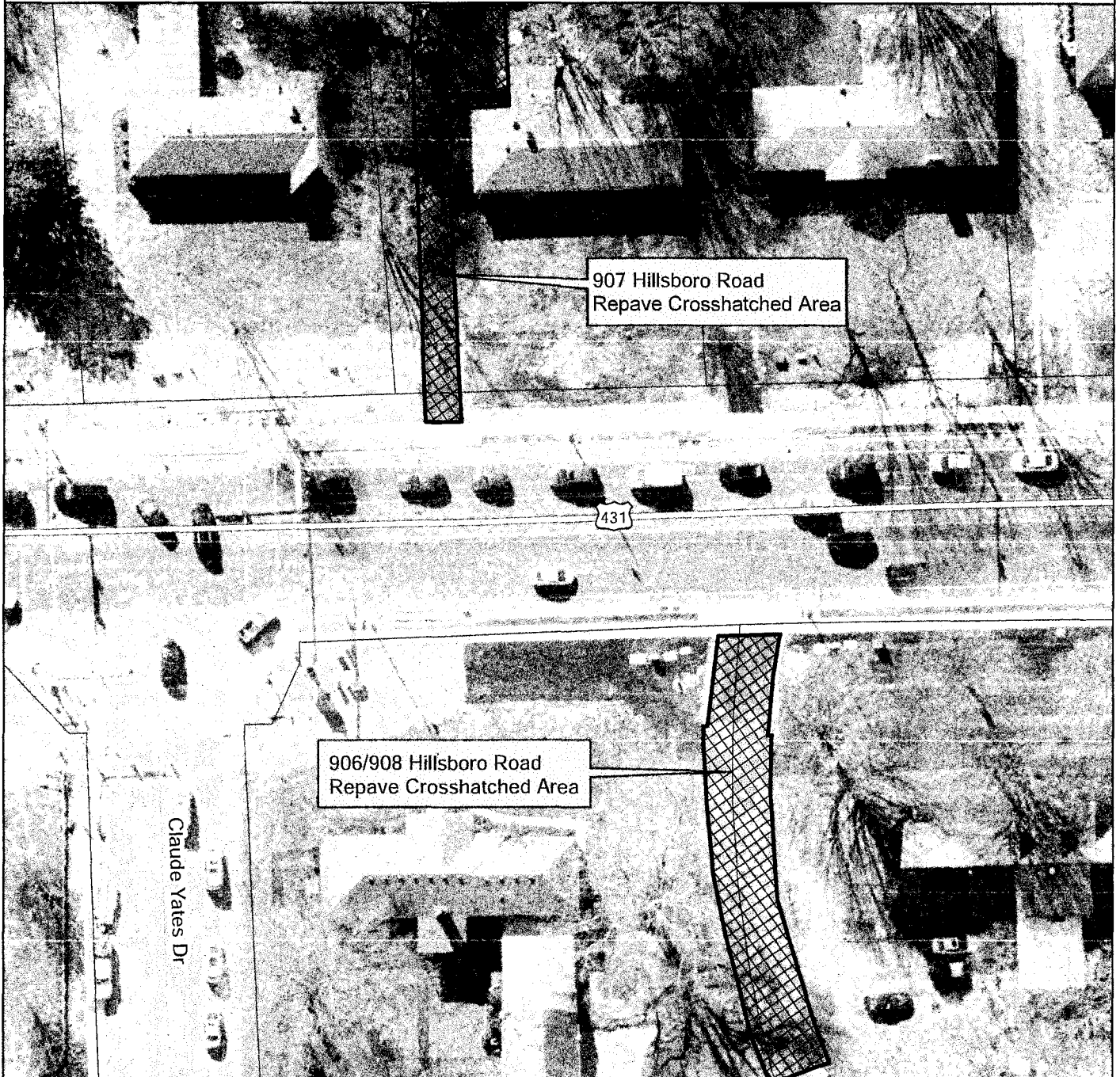
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DRIVEWAY PAVING AREAS

DATE
APRIL 2019

SHEET NO.
10



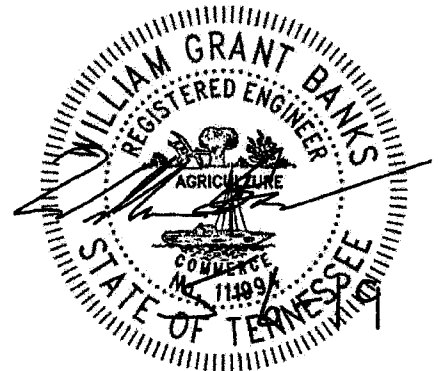
HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road Driveway Paving Project COF Contract No. 2019-0104

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

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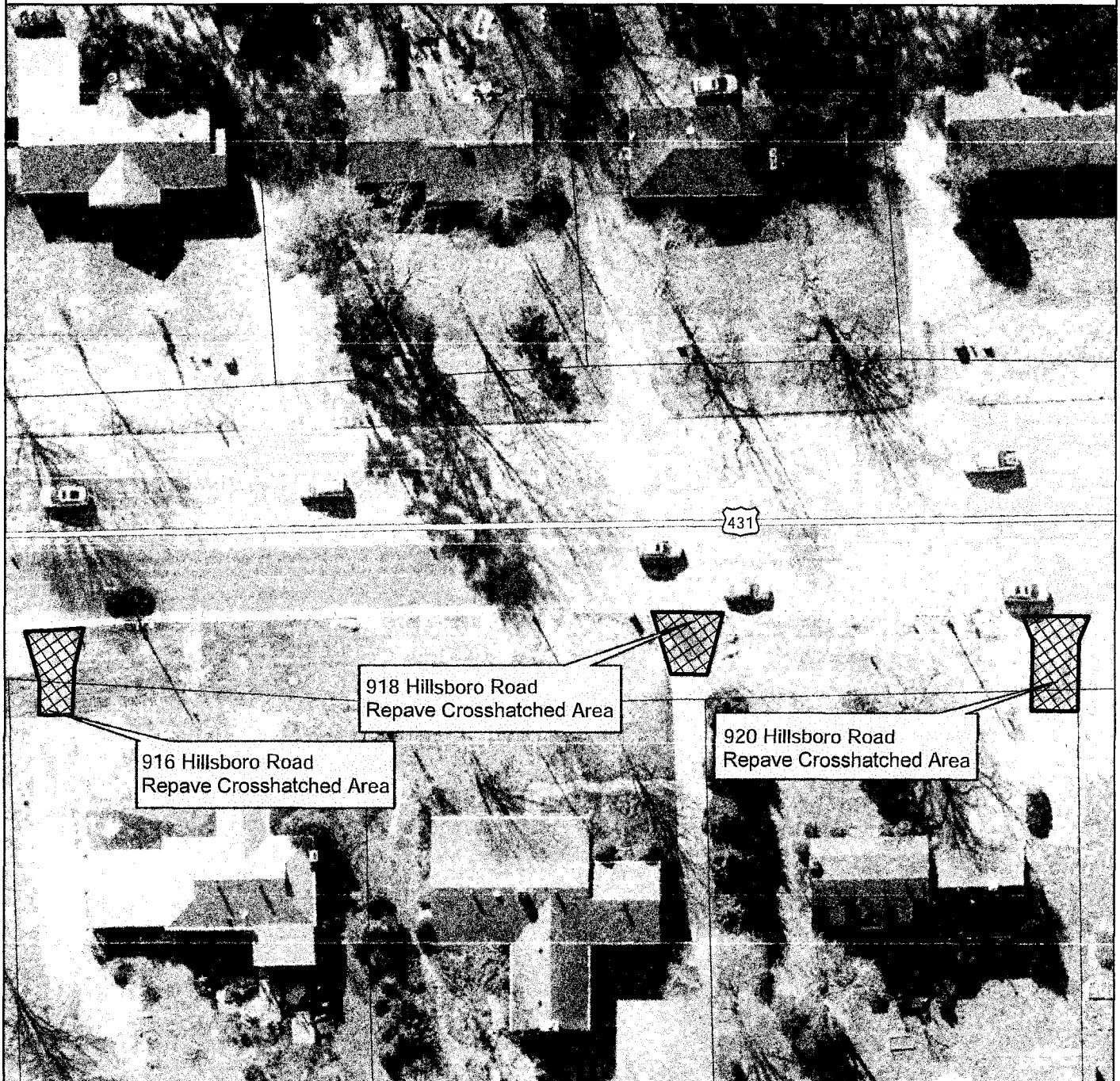
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DRIVEWAY PAVING AREAS

DATE
APRIL 2019

SHEET NO.
11



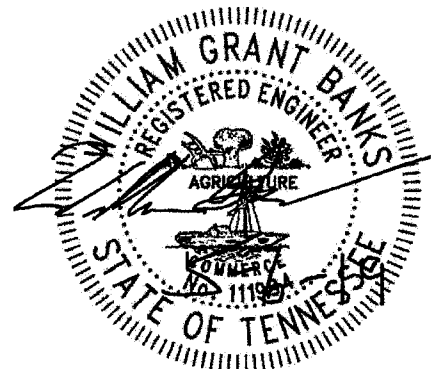
HISTORIC
FRANKLIN
TENNESSEE

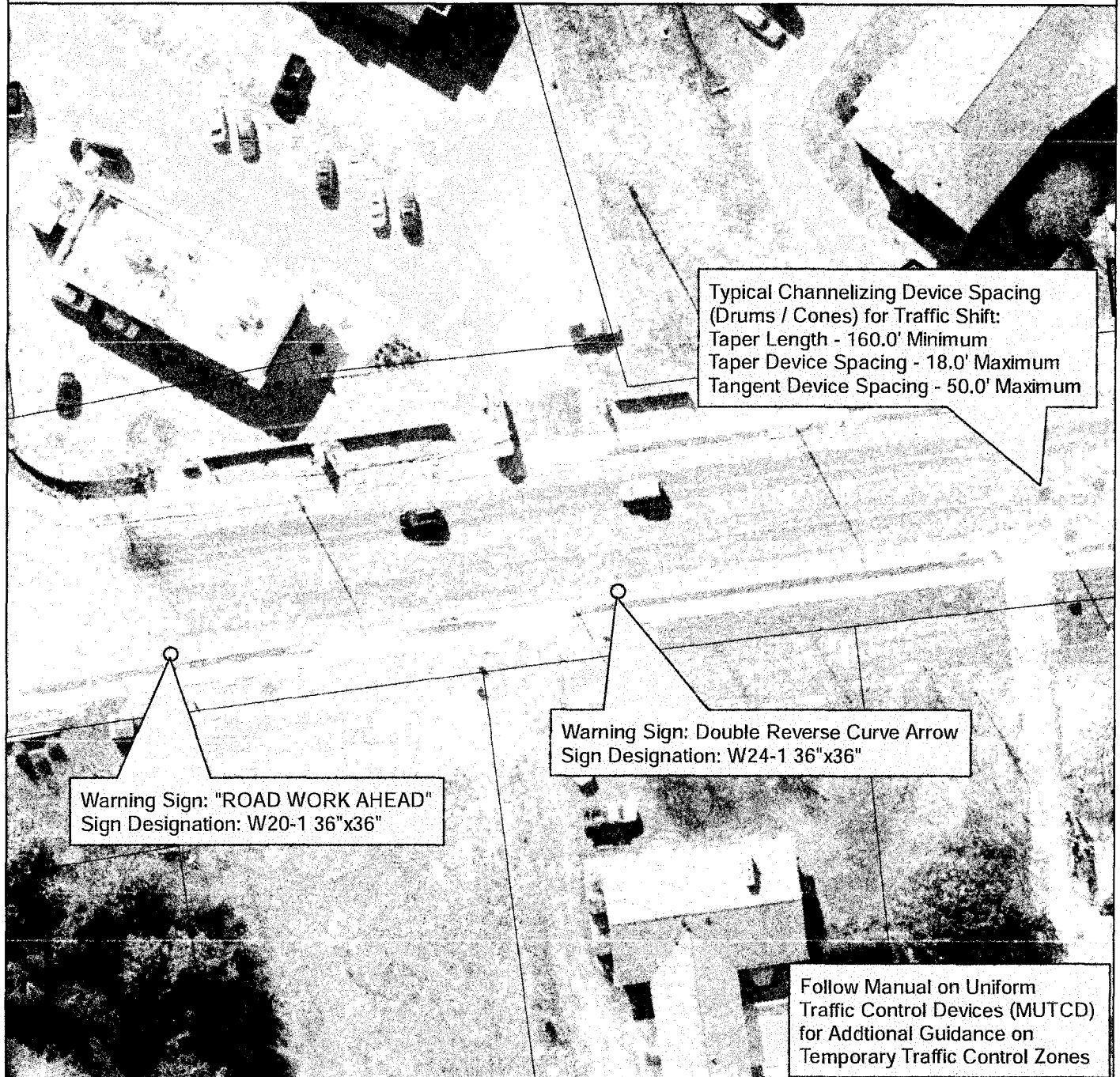
Hillsboro Road Driveway Paving Project COF Contract No. 2019-0104

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

SCALE 1" = 50'

DESIGNER: WGB





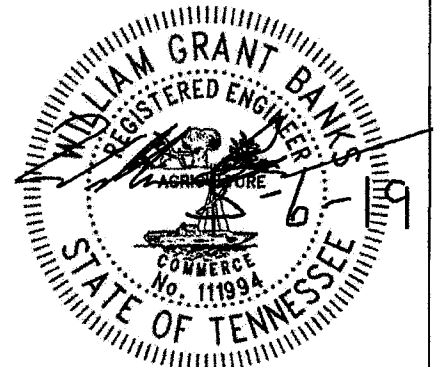
HISTORIC
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TENNESSEE

Hillsboro Road Driveway Paving Project COF Contract No. 2019-0104

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

SCALE 1" = 50'

DESIGNER: WGB



TEMPORARY TRAFFIC CONTROL - 618 Hillsboro Road

DATE
APRIL 2019

SHEET NO.
13



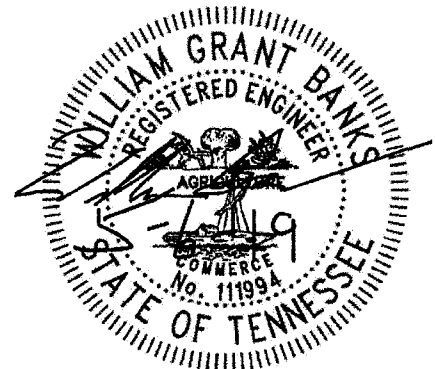
HISTORIC
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TENNESSEE

Hillsboro Road Driveway Paving Project COF Contract No. 2019-0104

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

SCALE 1" = 50'

DESIGNER: WGB



TEMPORARY TRAFFIC CONTROL - 618 Hillsboro Road

DATE
APRIL 2019

SHEET NO.
14



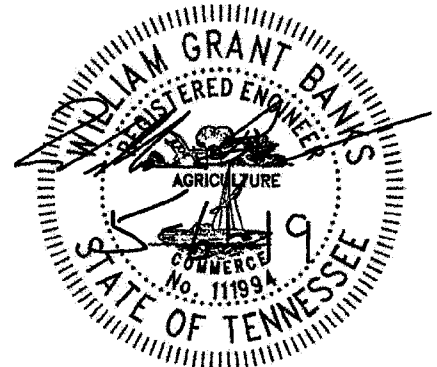
HISTORIC
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TENNESSEE

Hillsboro Road Driveway Paving Project COF Contract No. 2019-0104

CITY OF FRANKLIN
CITY HALL
109 THIRD AVENUE SOUTH
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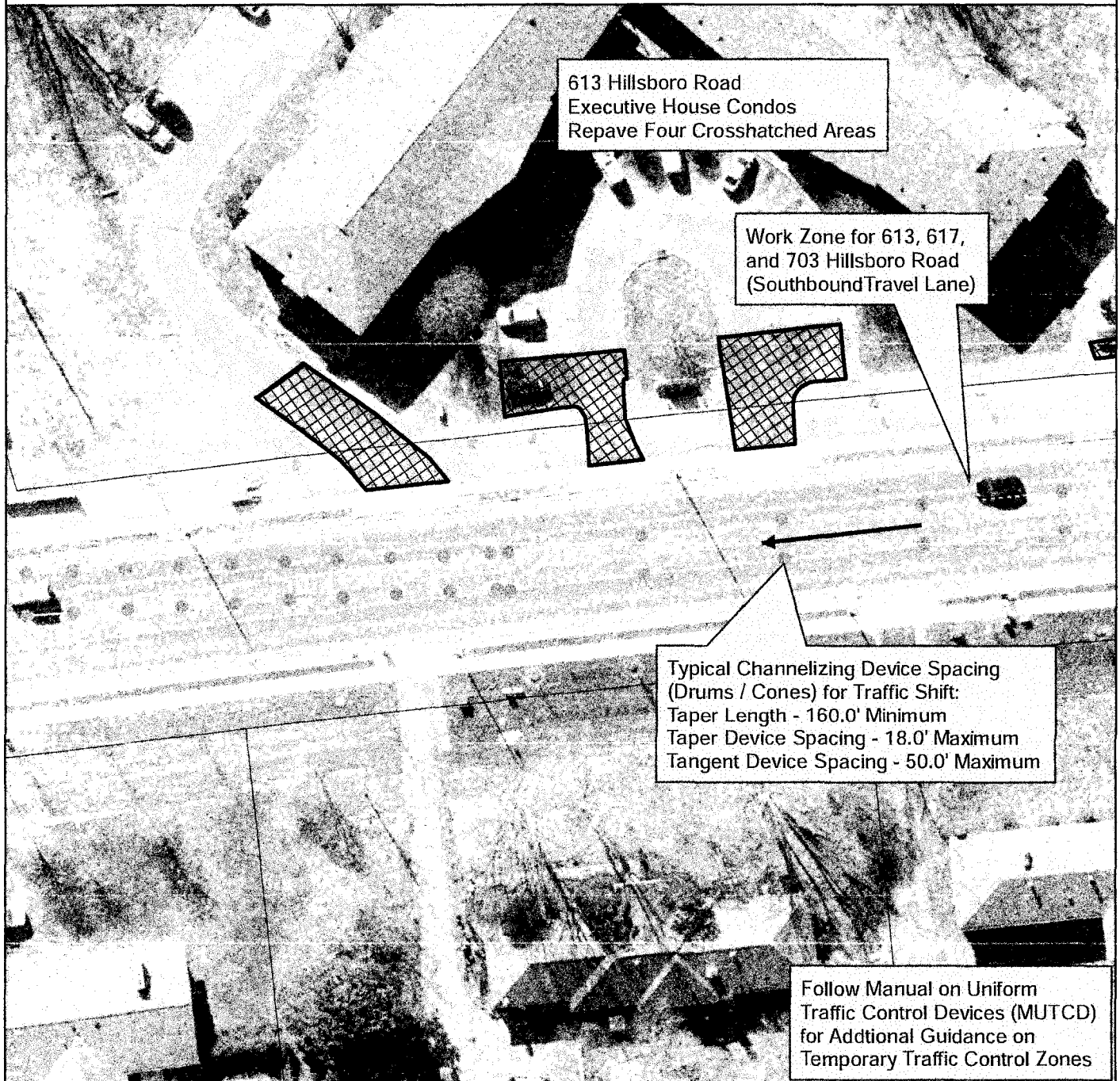
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TEMPORARY TRAFFIC CONTROL -
613, 617, and 703 Hillsboro Road

DATE
APRIL 2019

SHEET NO.
15



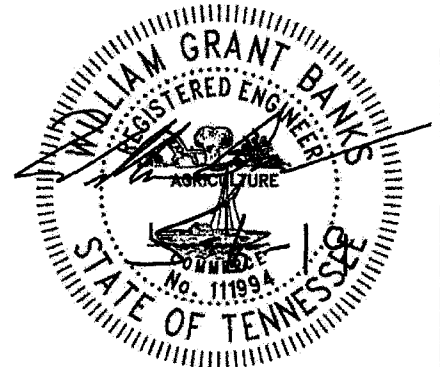
HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road
Driveway Paving Project
COF Contract No. 2019-0104

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

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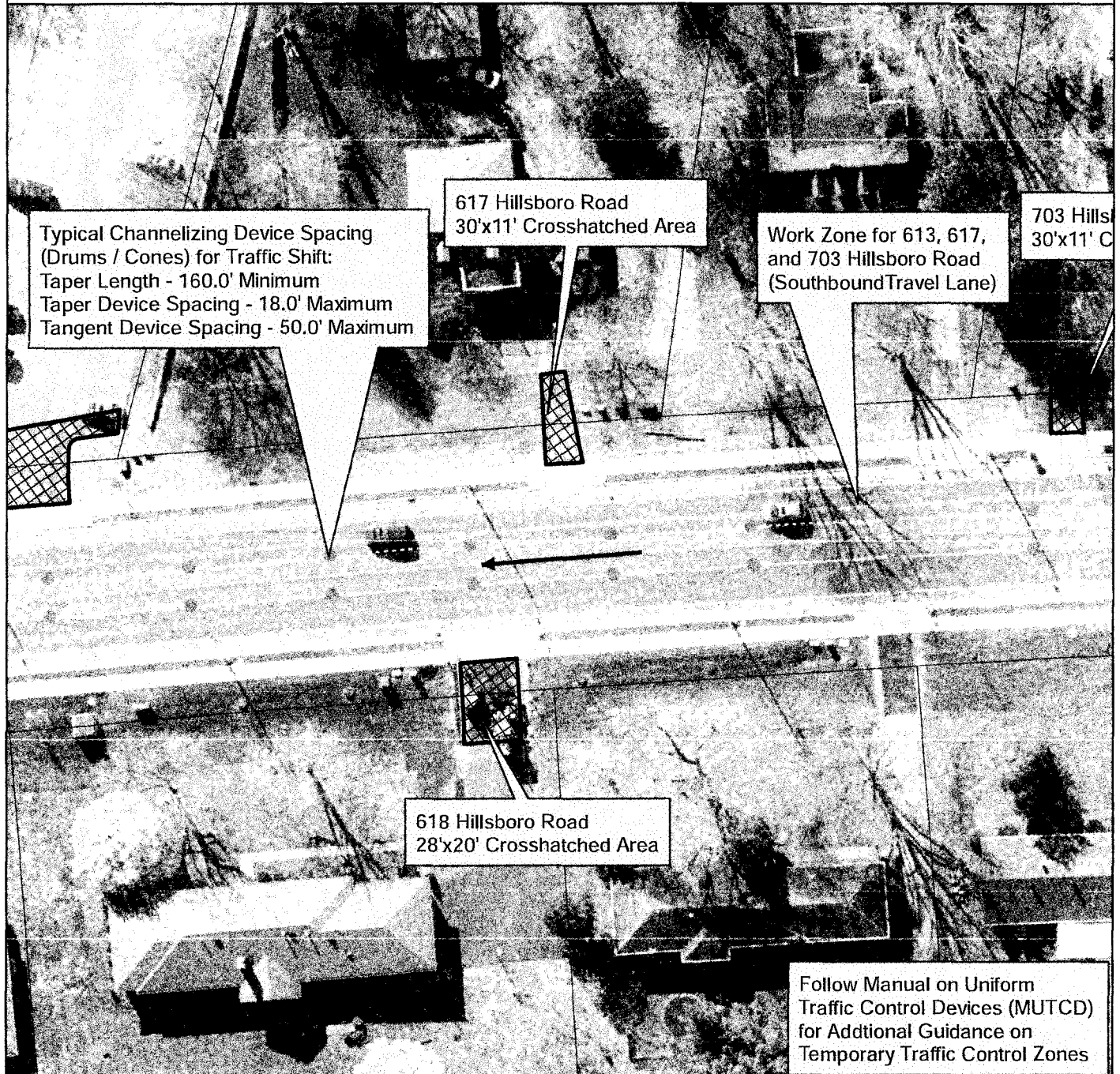
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TEMPORARY TRAFFIC CONTROL -
613, 617, and 703 Hillsboro Road

DATE
APRIL 2019

SHEET NO.
16



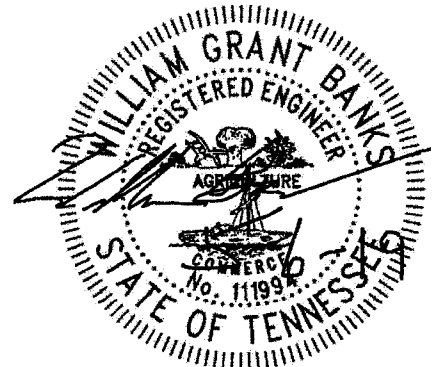
HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road
Driveway Paving Project
COF Contract No. 2019-0104

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

SCALE 1" = 50'

DESIGNER: WGB



TEMPORARY TRAFFIC CONTROL -
613, 617, and 703 Hillsboro Road

DATE
APRIL 2019

SHEET NO.
17



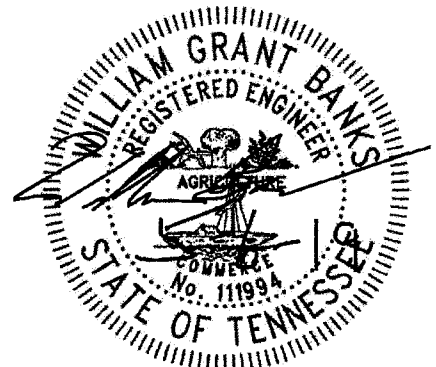
HISTORIC
FRANKLIN
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Hillsboro Road
Driveway Paving Project
COF Contract No. 2019-0104

CITY OF FRANKLIN
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109 THIRD AVENUE SOUTH
FRANKLIN, TN 37064

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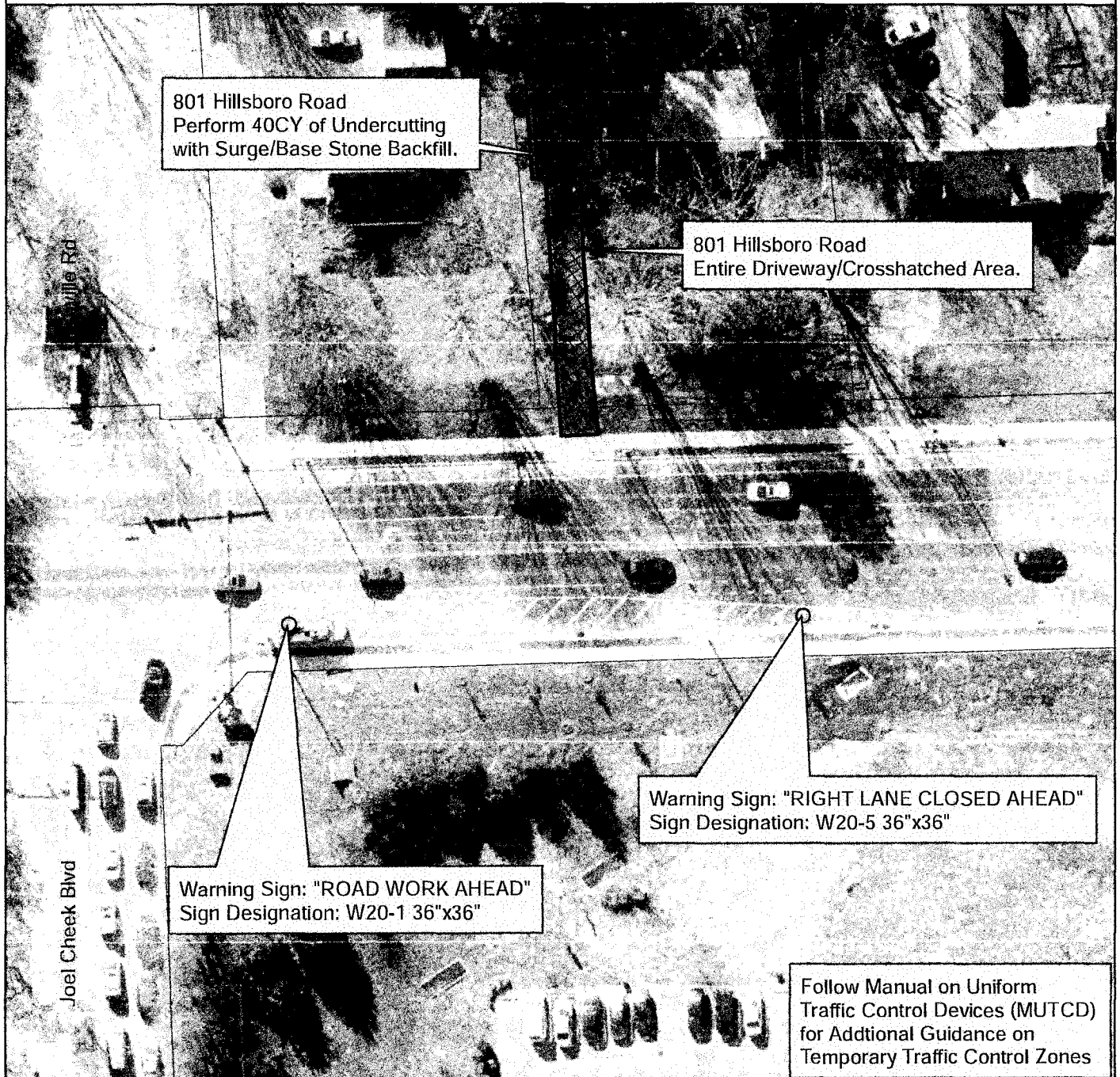
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TEMPORARY TRAFFIC CONTROL -
906, 916, 918, and 920 Hillsboro Road

DATE
APRIL 2019

SHEET NO.
18



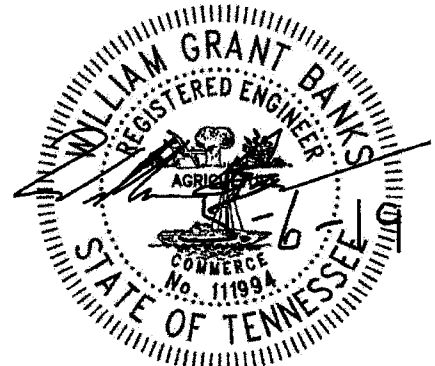
HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road
Driveway Paving Project
COF Contract No. 2019-0104

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

SCALE 1" = 50'

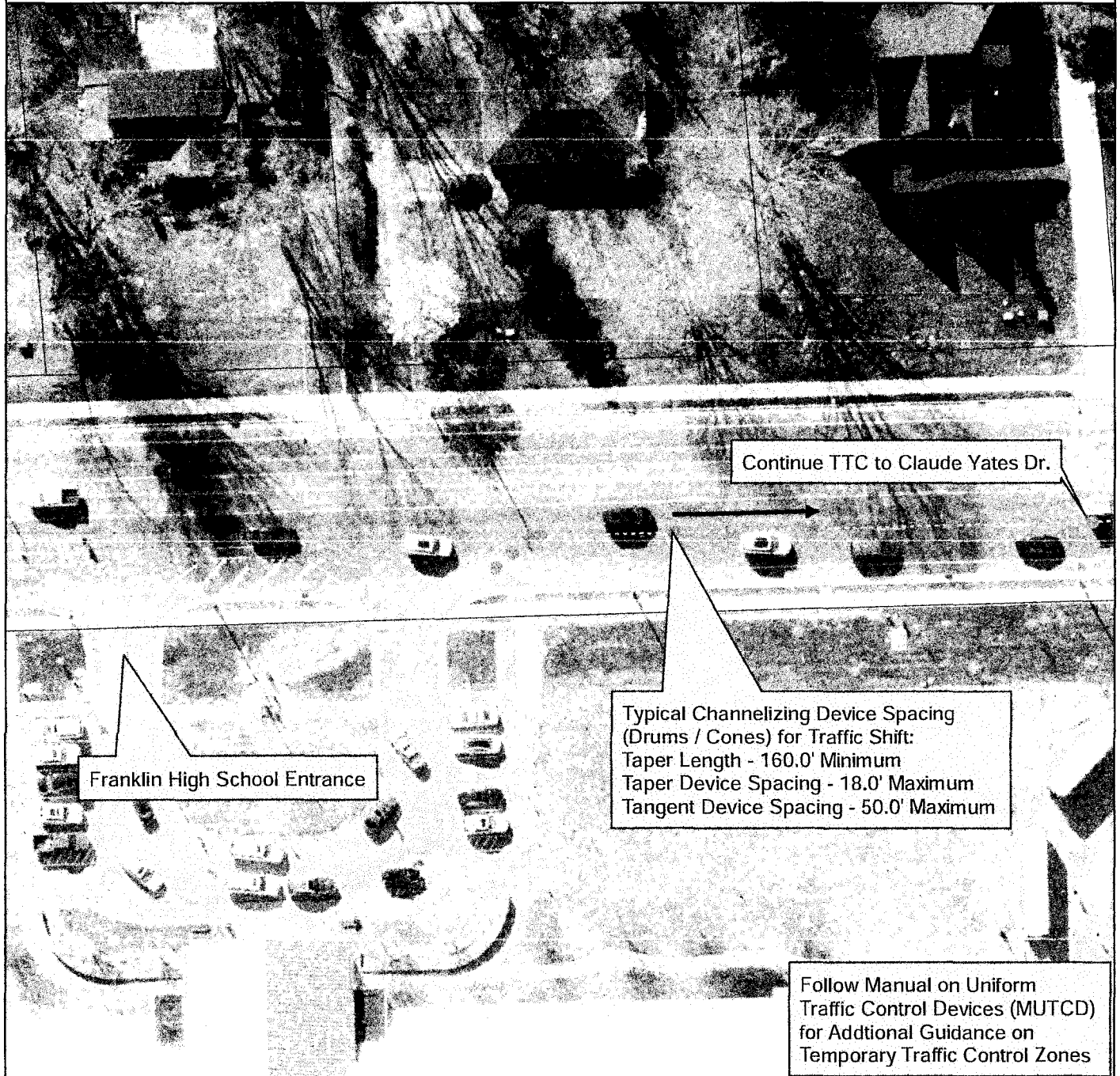
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TEMPORARY TRAFFIC CONTROL -
906, 916, 918, and 920 Hillsboro Road

DATE
APRIL 2019

SHEET NO.
19



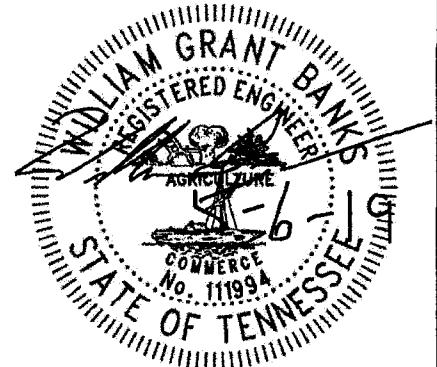
HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road
Driveway Paving Project
COF Contract No. 2019-0104

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

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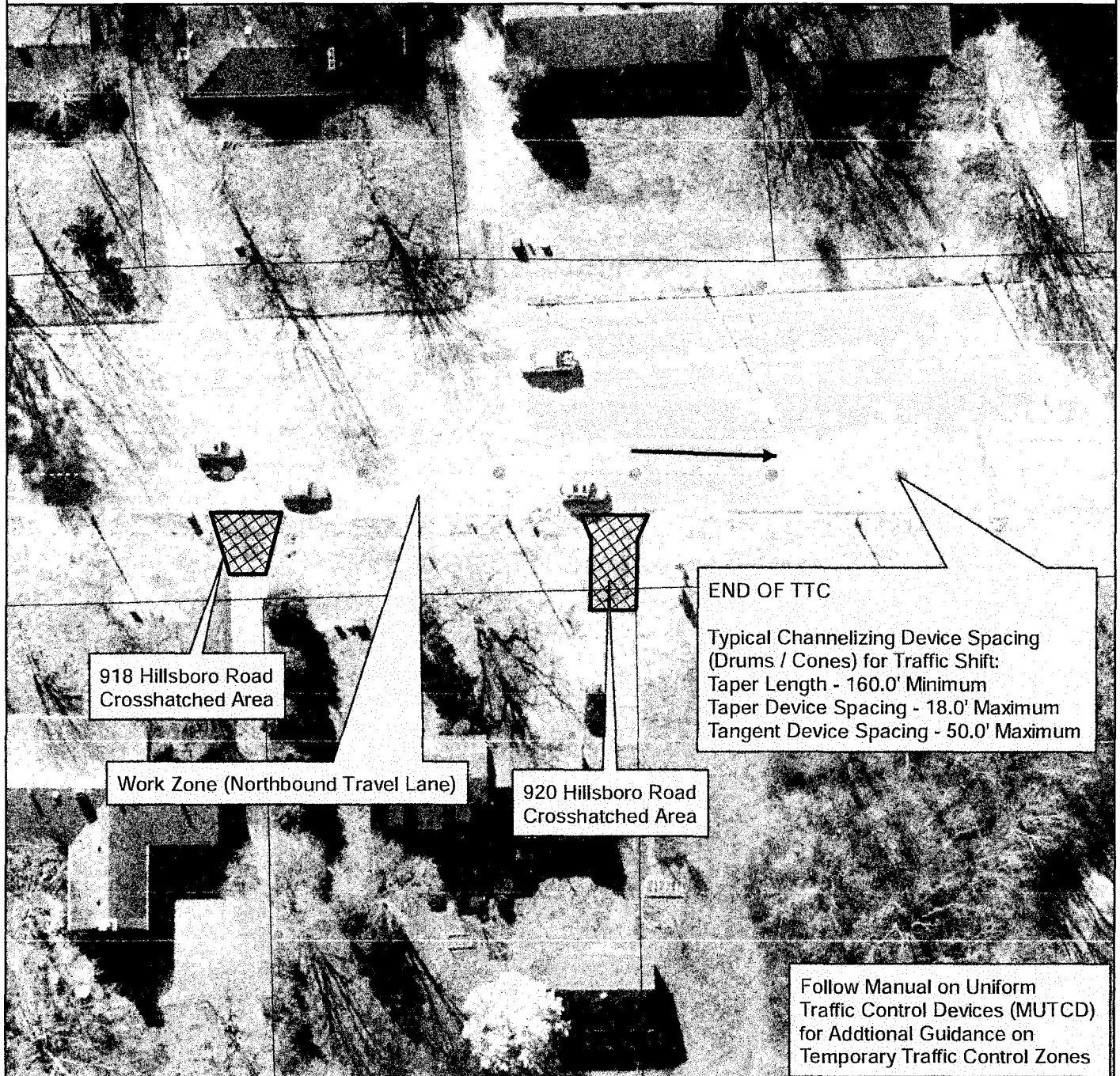
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TEMPORARY TRAFFIC CONTROL -
906, 916, 918, and 920 Hillsboro Road

DATE
APRIL 2019

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20



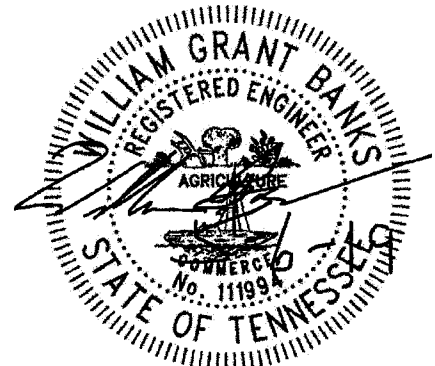
HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road
Driveway Paving Project
COF Contract No. 2019-0104

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

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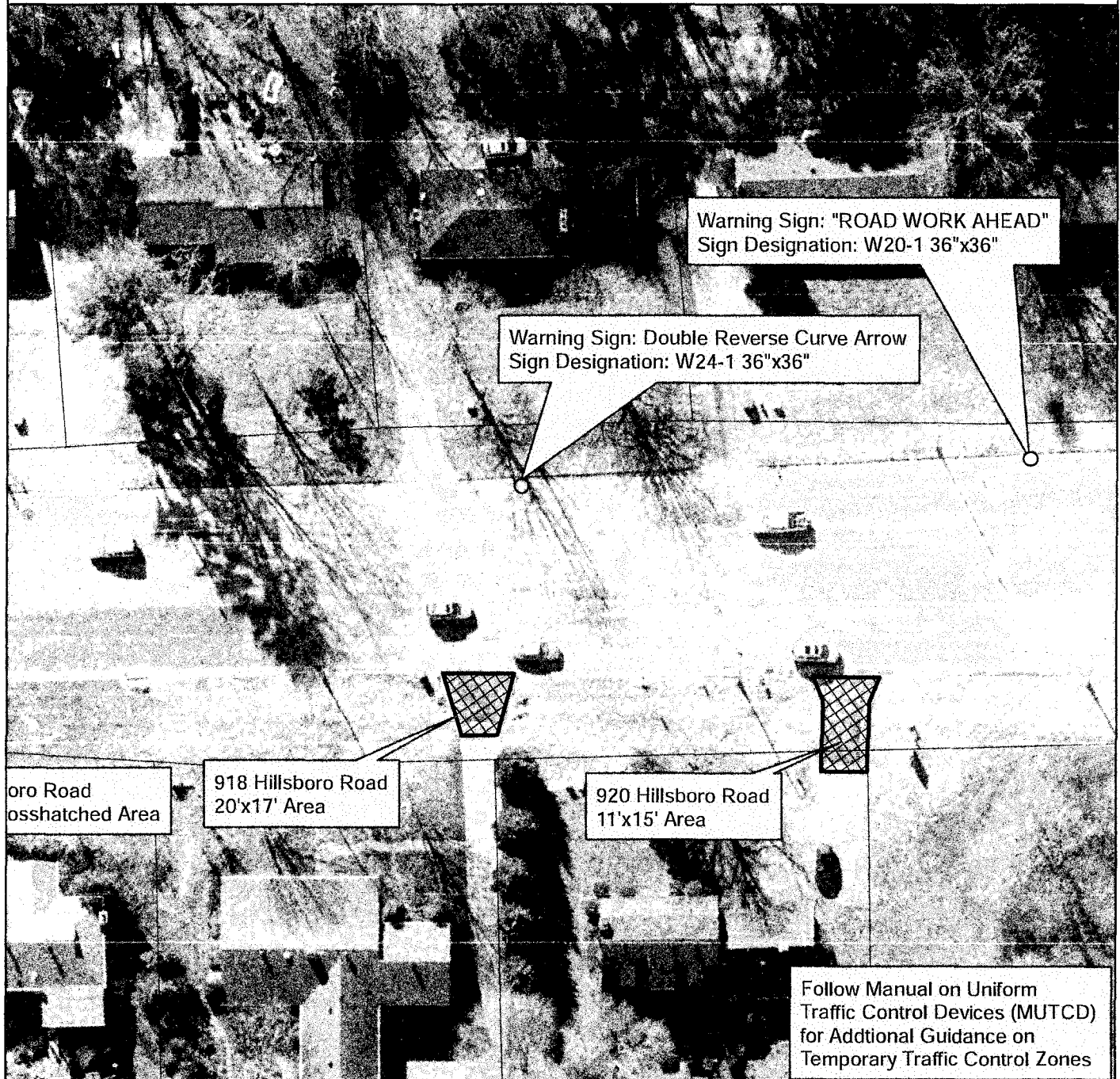
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TEMPORARY TRAFFIC CONTROL - 907 Hillsboro Road

DATE
APRIL 2019

SHEET NO.
21



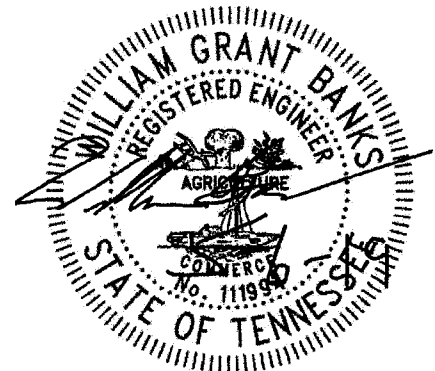
HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road Driveway Paving Project COF Contract No. 2019-0104

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

SCALE 1" = 50'

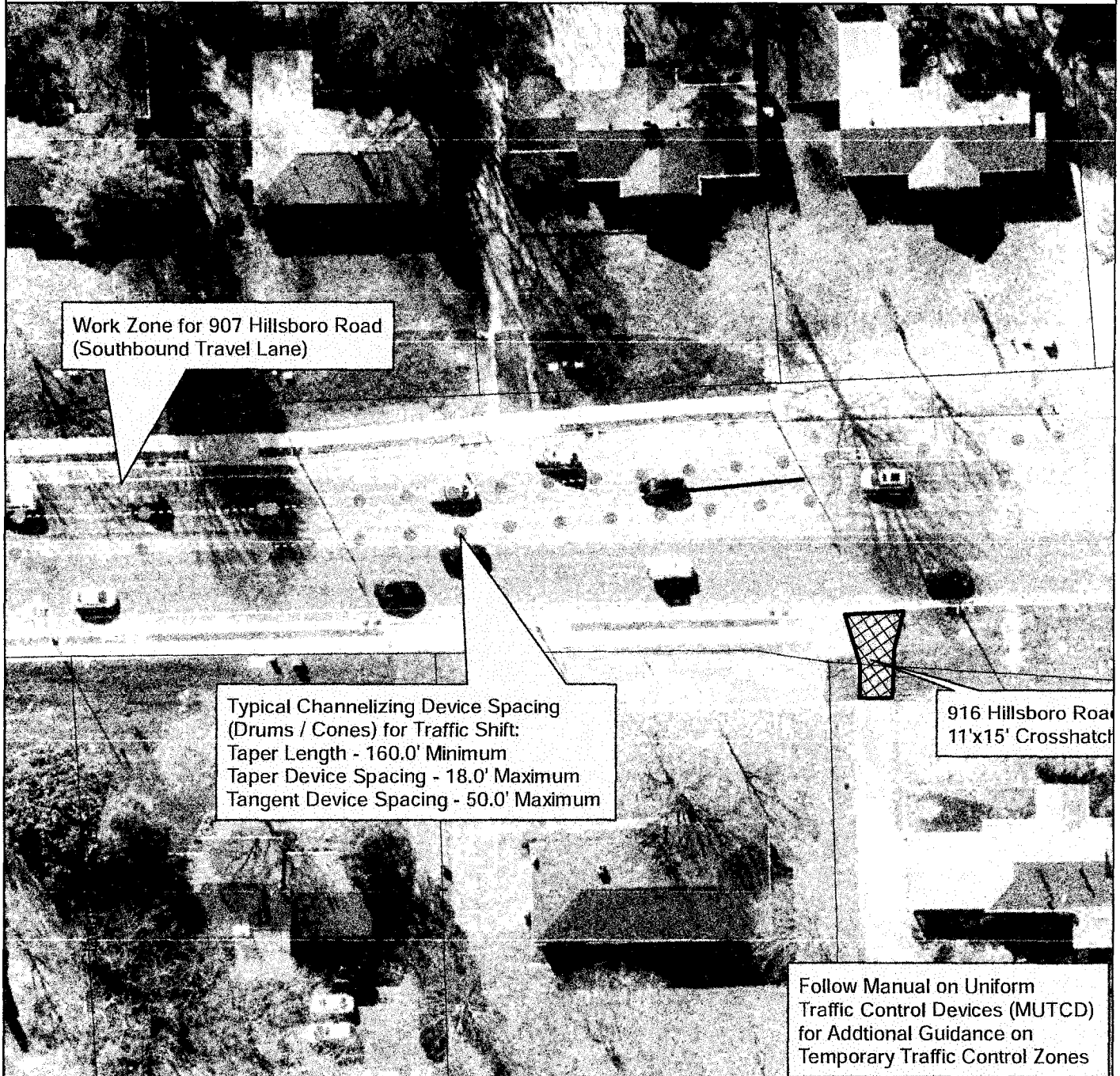
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TEMPORARY TRAFFIC CONTROL - 907 Hillsboro Road

DATE
APRIL 2019

SHEET NO.
22



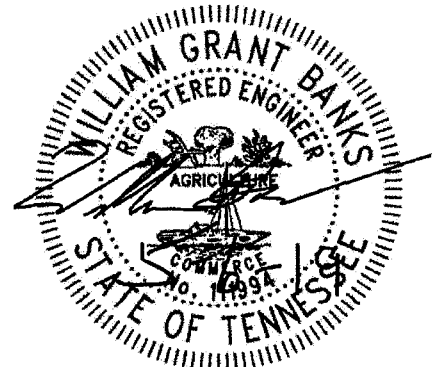
HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road Driveway Paving Project COF Contract No. 2019-0104

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

SCALE 1" = 50'

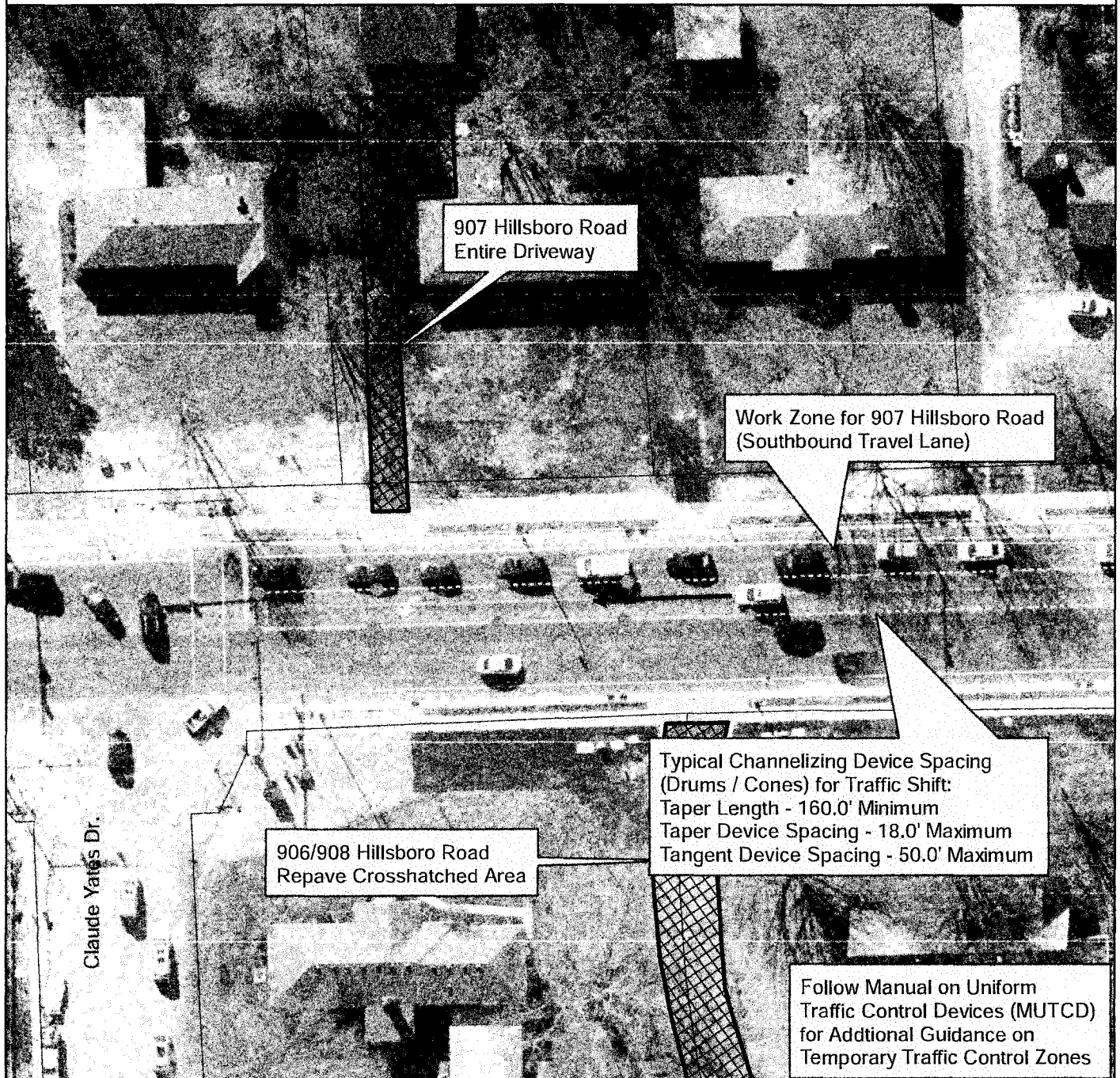
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TEMPORARY TRAFFIC CONTROL - 907 Hillsboro Road

DATE
APRIL 2019

SHEET NO.
23



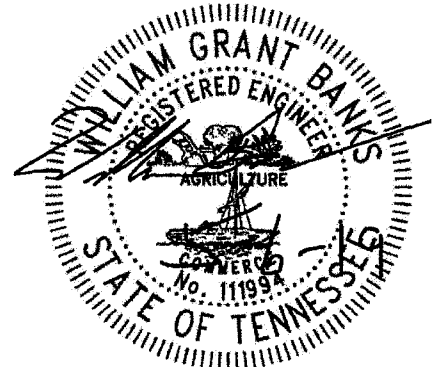
HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road Driveway Paving Project COF Contract No. 2019-0104

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

SCALE 1" = 50'

DESIGNER: WGB



TEMPORARY TRAFFIC CONTROL - 815 Hillsboro Road

DATE
APRIL 2019

SHEET NO.
24



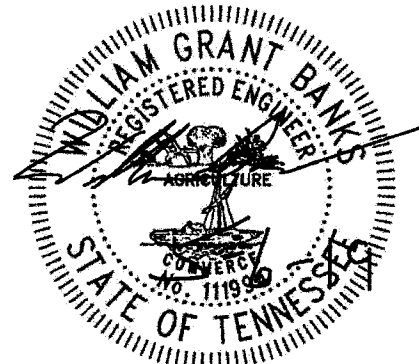
HISTORIC
FRANKLIN
TENNESSEE

Hillsboro Road Driveway Paving Project COF Contract No. 2019-0104

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

SCALE 1" = 50'

DESIGNER: WGB



Affidavit of Non-Collusion

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

State of Tennessee)
County of Davidson) SS

Affiant, Robert N. Hutcheson, deposes and makes oath that:
(printed name of person signing Affidavit) *RNH*

1. He or she is the President of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Sessions Paving Company,
(legal name of entity submitting bid or proposal)

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

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

Robert N. Hutcheson
(signature of Affiant)

President
(title of Affiant)

Sworn and subscribed before me this 22th day of August, 2019

Jean M. Starkey
(Notary Public)

My Commission Expires: May 03, 2021

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2020-003)

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

State of Tennessee)
County of Davidson) SS

Affiant, Robert N Hutcherson, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the President RNH of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Sessions Paving Company,
(legal name of entity submitting bid or proposal)

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

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

Robert N. Hutcherson
(signature of Affiant)

President
(title of Affiant)

Sworn and subscribed to before me this 22nd day of August, 2019

Jean M. Starkey
(Notary Public)

My Commission Expires: May 03, 2021

Affidavit of License Certificate

a form required of Bidders and Proposers proposing to serve as contractors for
construction projects for the

City of Franklin, Tennessee

State of Tennessee)
County of Davidson) SS

Affiant, Robert N Hutcheson, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the President RNA of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Sessions Paving Company,
(legal name of entity submitting bid or proposal)

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

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer has fully complied with all requirements of the Contractors Licensing Act of 1994 as the same may be amended from time to time (Chapter 6 ("General Contractors") of Title 62 ("Professions, Businesses and Trades"), Tennessee Code Annotated; TCA §62-6-101, et. seq.);
4. The Bidder or Proposer was issued, by the state board for licensing contractors, Certificate of License No. 6962 with a date of expiration of January
31, 2020, a true and correct photocopy of which certificate of license is attached hereto and hereby made a part hereof;
5. The Bidder's or Proposer's aforementioned certificate of license is not currently expired or revoked or otherwise terminated or suspended; and
6. This Affidavit is made on personal knowledge.

Robert N. Hutcheson
(signature of Affiant)

President
(title of Affiant)

Sworn and subscribed to before me this 22nd day of August, 2019

Jean M. Starkey
(Notary Public)

My Commission Expires May 03, 2021

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2020 003)

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

State of Tennessee)
County of Davidson) SS

Affiant, Robert N Hutcheson, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the President RAA of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Sessions Paving Company,
(legal name of entity submitting bid or proposal)

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

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

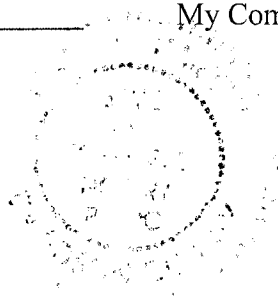
Robert A. Hutcheson
(signature of Affiant)

President
(title of Affiant)

Sworn and subscribed to before me this 22nd day of August, 2019

Jean M. Starkey
(Notary Public)

My Commission Expires May 03, 2021



CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0104)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2020_003

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615-550-0079

E-mail: purchasing@franklintn.gov

In the case of Vendor:

Sessions Paving Company

6535 Robertson Avenue

P.O. Box 40266

Nashville, TN 37029

FAX: (615)-356-1970

dduncan@sessionspaving.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

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

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

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

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0104)

Attachment No. 3

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
8/29/2019	McGriff Insurance Services 4400 Harding Pike, Suite 400 Nashville, TN 37205	(not indicated)	City of Franklin TN 109 3rd Avenue South Franklin, TN 37064	Commercial General Liability	4/1/2020
				Automobile Liability	4/1/2020
				Workers Compensation and Employers' Liability	1/1/2020

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2019

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

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

PRODUCER McGriff Insurance Services 4400 Harding Pike Suite 400 Nashville, TN 37205	CONTACT NAME: Wendy Nowlin PHONE (A/C, No, Ext): 615-346-0323 FAX (A/C, No): 8777677417 E-MAIL ADDRESS: wmnwlin@mcgriffinsurance.com														
INSURED Sessions Paving Company 6535 Robertson Avenue P. O. Box 90266 Nashville, TN 37209	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Co of Amer</td> <td>25674</td> </tr> <tr> <td>INSURER C : MidSouth Mutual Insurance Company</td> <td>12839</td> </tr> <tr> <td>INSURER D : Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Phoenix Insurance Company	25623	INSURER B : Travelers Property Casualty Co of Amer	25674	INSURER C : MidSouth Mutual Insurance Company	12839	INSURER D : Travelers Indemnity Company	25658	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:500 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X	X	CO7890P35A	04/01/2019	04/01/2020	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
D	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X		8107890P35A	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB DED ☒ RETENTION \$10000	X		CUP2J5568541826	04/01/2019	04/01/2020	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WC052562019	01/01/2019	01/01/2020	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

**** Workers Comp Information: Officers/Members Excluded: Scott Price, Officer****

Re: Solicitation 2020-003, Hillsboro Road Driveway Paving Project

The General Liability policy includes a blanket automatic additional insured on a primary and non contributory basis and Automobile Liability as additional insured endorsement that provides additional insured status to City of Franklin TN when there is a written contract between the named insured and the (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

City of Franklin TN 109 3rd Avenue South Franklin, TN 37064	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael A. Wade</i>
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DESCRIPTIONS (Continued from Page 1)

certificate holder that requires such status. The General Liability and Workers Compensation policies include an automatic waiver of subrogation that provides this feature when there is a written contract between the named insured and the certificate holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED **(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the **Who Is An Insured** provision contained in Section II.

C. EMPLOYEE HIRED AUTO

- 1.** The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

- 2.** The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For **Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2019-0104)

Attachment No. 4

INDEMNIFICATION AGREEMENT

Indemnification Agreement

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

State of Tennessee)
County of Davidson) SS

On behalf of Bidder/Proposer, Robert N Hutcheson agrees that:
(printed name of person signing Agreement)

1. He or she is the President RNH of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Sessions Paving Company,
(legal name of entity submitting bid or proposal)

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

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

Robert N. Hutcheson
(signature of person whose printed name appears above)

President
(title of person whose printed name appears above)

Sworn and subscribed to before me this 22nd day of August, 20 2019
Jean M. Starkey My Commission Expires May 03, 2021
(Notary Public)

(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2020 - 003)

**CONTRACT FOR THE RECEIPT OF COMMUNITY DEVELOPMENT BLOCK
GRANT FUNDS FROM THE CITY OF FRANKLIN AS REIMBURSEMENT FOR
COSTS ASSOCIATED WITH CONSTRUCTION OF SINGLE-FAMILY HOMES
THAT BENEFIT LOW TO MODERATE INCOME RESIDENTS**

COF Contract No. 2019-0042

This Contract is by and between the City of Franklin, (hereinafter "CITY") and Community Housing Partnership (hereinafter "ORGANIZATION").

WITNESSETH:

WHEREAS, CITY is eligible for entitlement funds through the federal Community Development Block Grant ("CDBG") program; and

WHEREAS, CITY has identified a need to conduct a Community Based Development Organization (CBDO) Program funding; and

WHEREAS, ORGANIZATION is experienced in developing Affordable Housing projects, as defined by the United States Department of Housing and Urban Development (HUD) and has met the certification requirements of becoming a CBDO.

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this Contract according to the provisions as set forth herein.

SECTION 1 - SCOPE OF SERVICES

ORGANIZATION will carry out activities necessary for acquisition of vacant land, rehabilitation and resale, new construction, or conversion of a nonresidential to a residential structure for low to moderate income senior occupants in the City of Franklin. Low to moderate income is defined as households with incomes equal to or less than 80% of median family income for the Metropolitan Statistical Area.

When applicable, the work will also include testing, remediating, and clearing structures for lead-based paint hazards. All structures constructed pre-1978 must be tested and cleared for lead-based paint hazards. In the presence of lead-based paint hazards, contractors/workers are required to be certified in and use safe-work practices. **A United States Department of Housing and Urban Development (HUD) Environmental Review Report will be required.**

Incorporated into this contract is Exhibit A, the proposal by ORGANIZATION, which is attached hereto and made a part hereof.

SECTION 2 - RESPONSIBILITIES OF PARTIES

- A. ORGANIZATION will perform the duties described above and take other actions necessary to accomplish the spirit of this Contract.
- B. ORGANIZATION will submit regular reports (not less often than quarterly) as directed by CITY detailing the progress of their project.
- C. At the request of CITY, ORGANIZATION will periodically send a representative to neighborhood or other public meetings to discuss and promote their project.

- D. CITY will provide funding for the program from the Community Development Block Grant program as set forth in Section 3 of this contract.

SECTION 3 – COMPENSATION

ORGANIZATION will receive up to **Sixty-Three Thousand Six Hundred Seventy-Two and No/100 Dollars (\$63,672.00)** for the services outlined above from the approved Community Development Block Grant program for eligible expenses.

SECTION 4 – TIME OF PERFORMANCE

Services shall start upon execution of this Contract and shall be completed within twenty-four (24) months of the execution of this Contract.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

- A. CITY shall reimburse ORGANIZATION for services rendered based on submittal of valid invoices for project costs with a description and documentation of work performed. CITY has the option of inspecting the completed work prior to making any payments.
- B. Invoices may be submitted while the project is in progress as work is performed. CITY may choose to reimburse the organization for incremental expenses incurred as work is completed and inspected for satisfactory progress.
- C. Final payment will be subject to receipt of a final report that is satisfactory to CITY.

SECTION 6 - NOTICES

All notices under this Contract shall be in writing and sent by certified mail to the address listed below for each party.

**Kathleen L. Sauseda
City of Franklin – City Hall
109 3rd Avenue South
Franklin, TN 37064**

**Community Housing Partnership
126 Fowlkes Street,
Franklin, TN 37064**

SECTION 7 - PROGRAM PROCEEDS

ORGANIZATION is acting as a CBDO and not as a subrecipient under the terms of this agreement. Revenues generated by activities undertaken by ORGANIZATION with funds provided through this agreement are not considered to be program income. CITY does require ORGANIZATION to use program proceeds to continue ORGANIZATION'S mission of providing affordable housing. Toward that end, CITY requires ORGANIZATION to submit a written statement within thirty (30) days of receipt of any initial program proceeds outlining their intended future use.

SECTION 8 - REVERSION OF ASSETS.

Any real property under ORGANIZATION control that was acquired or improved in whole or in part with program funds in excess of \$25,000.00 shall be either: (i) used to meet one of the national objectives in 24 CFR 570.208 until five years after expiration of the agreement; or (ii) not used in accordance with the above paragraph (i) of this section, in which event ORGANIZATION shall pay to the City of Franklin an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-program funds for the acquisition of, or improvement to, the property.

SECTION 9 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

ORGANIZATION shall comply with all applicable Federal and State laws and regulations in the performance of this Contract, including, but not limited to Federal Code 2 CFR 200.318, 2 CFR 200.326, and 2 CFR 200.318 (c)(1).

B. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or State of Tennessee constitutional and/or statutory law shall be excluded from participation in, or be denied benefits or, or be otherwise subjected to discrimination in the performance of this Contract.

C. AUDIT REQUIREMENTS

- i. This Contract, as well as any sub-agreement made with other participating agencies, is subject to all administrative requirements in OMB Circulars A-110 and A-122.
- ii. CITY hereby notifies ORGANIZATION that a single audit is required for non-profit agencies receiving \$300,000.00 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. If required, a copy of the single audit report will be kept on file and made available to CITY staff during sub-recipient monitoring visits and appropriate officials as requested.

D. CONFLICT OF INTEREST

ORGANIZATION agrees to abide by the following requirements with respect to conflicts of interest, and covenants that it presently has no interest, direct or indirect, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. ORGANIZATION further covenants that in the performance of this Agreement no person having such an interest, direct or indirect, shall be employed or retained by ORGANIZATION hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of ORGANIZATION or of any designated public agencies or sub-recipients that are receiving funds under this program.

E. PROCUREMENT STANDARDS AND METHODS

ORGANIZATION shall comply with CITY's current policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds herein.

ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

F. VENUE

In the event of a dispute or litigation arising out of said Contract, it is understood and agreed and that this Contract was executed and performed in Williamson County, Tennessee, and as such, it is agreed by both parties that venue of said litigation, including an action for Declaratory Judgment, will be in Williamson County, Tennessee.

G. ASSIGNMENT

Neither CITY nor ORGANIZATION may assign its rights or delegate its responsibilities under this contract.

H. ENTIRE CONTRACT AND MODIFICATION

The Contract between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Contract. The terms and conditions of this Contract may not be changed except by an amendment expressly referencing this Contract by section number and signed by an authorized representative of each party.

If seeking any addition or modification to the Contract, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

I. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby, and all other parts of this Contract shall nevertheless be in full force and effect.

J. TIME OF THE ESSENCE

The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Contract.

K. NO TAXES, NO INTEREST PAYMENTS

As a tax-exempt entity, CITY shall not be responsible for sales or use taxes incurred for products or services. CITY shall supply ORGANIZATION with its Sales and Use Tax Exemption Certificate upon ORGANIZATION's request. ORGANIZATION shall bear the burden of providing its suppliers with a copy of CITY's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. CITY does not agree to pay any interest for late payments, having agreed to pay in a timely manner.

L. WAIVER

Neither party's failure or delay to exercise any of its rights or powers under the Contract will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

M. TERMINATION

This Agreement may be terminated upon thirty (30) days written notice by either party.

Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract without notice, with all the remedies it would have in the event of termination and may also have such other remedies as it may be entitled to in law or in equity.

SECTION 10 – SIGNATURES

THE CITY OF FRANKLIN

By: _____
Dr. Ken Moore, Mayor

Date: _____

Attest:

Eric S. Stuckey, City Administrator

Date: _____

Approved as to Form:

Tiffani M. Pope, Staff Attorney

Date: _____

Community Housing Partnership:

By: Taborina R. Guffy Date: 8/22/19
Its: Executive Director Designate

EXHIBIT A

GRANT PROPOSAL FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

PROJECT TITLE: Community Housing Partnership of Williamson County—Single-Family Homeownership

1. Executive Summary of Project
Community Housing Partnership of Williamson County (CHP) intends to use the \$63,672.00 in CDBG CBDO funds (if funded) to complete the new construction or purchase and rehabilitation of either a home or vacant land subsidized by the funding. This subsidy will enable CHP to meet the City of Franklin vision of homeownership and will enable the production of two homes that will meet affordable levels as defined by the HUD definitions under CDBG regulations.
2. Organization Description and History of Organization
 - a. Briefly share the accomplishment of the organization
Please see attached Experience in Housing sheet
 - b. Describe established partnerships and relationships that will support this activity
CHP has established a long list of contractors and subcontractors as well as vendors to support our single-family housing program. The list is too extensive to list in this application, but enables CHP to accomplish those projects described in our Experience in Housing.
3. Project Description
 - a. Address of home that will be built
As no funds have been committed no housing has been selected. Due to the volatility of the Franklin market funding must be secured prior to the contract on land or housing as sellers will not take their houses off the market without assurances of the close.
 - b. Architectural drawing of home
No architectural drawing has been submitted. As each site is different it would be impossible to have the housing design without the site and site selection cannot be done until funds are committed. Some architectural designs for past homes are available but may not be applicable until site selection is complete.
4. Population that Project will assist
 - a. Does project support LMI resident
These houses will support Low to Moderate Income families as defined by the CDBG CBDO regulations and will only serve this population.
5. Project and Budget Timeline
 - a. Source of supporting funds to complete project
CHP has existing lines of credit and banking relationships for the sole purpose of being able to do single family housing construction. These lines are under the Community Investment Tax Credit program of Tennessee Housing Development

Agency and provide financing at 4% under the prime lending rate (currently at or near 0%). Coupled with the CDBG CBDO funding they will provide the necessary funding to complete the construction or rehabilitation of the houses and sale to the LMI family.

The timeline of the projects would depend upon if the project was purchase/rehabilitation or new construction.

Community Housing Partnership of Williamson County Experience in Housing

Community Housing Partnership of Williamson County (CHP) has had extensive experience in the construction and rehabilitation of housing during the past twenty-two years of existence. After the initial organizational period in 1994, CHP became active in the purchase and rehabilitation of housing units for rental purposes. In 1995 CHP bought and rehabilitated 4 units for this purpose using a Tennessee Housing Development Agency (THDA) HOUSE grant. An additional unit that was purchased, renovated and sold for homeownership using private dollars. In 1996 CHP began construction on 9 new houses for rental purposes using a THDA HOME grant and completed one house that was purchased, renovated and sold for homeownership using private funds. In 1997 while the 9 houses were starting CHP purchased, renovated and sold an additional house.

During the course of these projects, that CHP owned and operated, CHP also administered a HOME grant for Williamson County that had substantial reconstruction activity on 8 homes in four different cities. Performed in 1997 and 1998, these reconstructions averaged \$29,456 each and each project had a different contractor. After the completion of the HOME grants and while CHP owned projects were on going, CHP additionally administered the construction activity under a Community Housing Block Grant for the City of Franklin. This program had 15 substantial reconstructions from the period of 1998-2001 and substantially changed a city block.

In 2002 CHP purchased and rehabilitated two units for rental using private sector funds and did this again in 2004. During the average year in business CHP also performs owner occupied rehabilitations across Williamson County using funds from Williamson County, the United Way of Williamson County, USDA RD and the City of Franklin. In the past year 175 rehabilitations were performed and has budgeted 200 rehabilitations in the current fiscal year with an average valuation (labor/ materials) of approximately \$1,000 each.

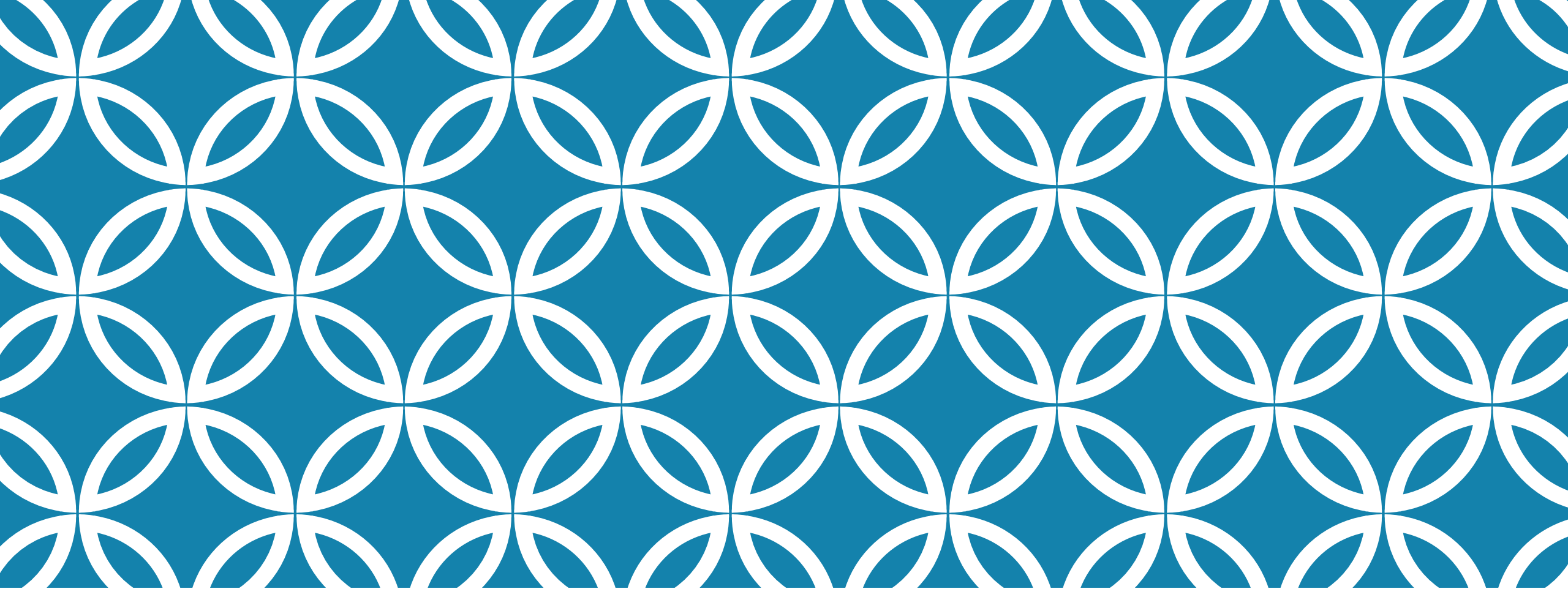
In the 2007-2008 fiscal year CHP has had an extensive list of completed projects. First CHP conducted approximately 190 owner occupied rehabilitations of various scale across Williamson County. These ranged from yard work issues to major rehabilitation on disabled housing. Within these projects was the partnership with MFUGE that brought 20 teenagers and 4 adults per week for 8 weeks in the summer of 2008. This mission work provided a number of these rehabilitations using volunteer labor. Additionally, in partnership with the Greater Nashville Regional Council, CHP performed 15 emergency rehabilitations for elderly Williamson County residents. Using Tennessee Housing Development Agency funds which were matched by CHP funds these projects included HVAC, water lines and wells, plumbing, electrical and roofing. Daily CHP performs owner occupied repairs using City of Franklin, United Way of Williamson County and Williamson County funding that fixes a number of issues for our residents including electrical, plumbing, HVAC and structural problems.

In 2009-2010 CHP continued this level of work with a THDA HOME grant to purchase and rehabilitate 8 units of rental housing in Franklin within the Hard Bargain/Mount Hope neighborhood. In 2011-2012 CHP received a THDA HOME grant to do 2 group homes and 4 independent living units for developmentally disabled families. These units were completed in July 2012. CHP received a THDA HOME grant for 2012-2013 to do 5 group homes for developmentally disabled. 3 of these units have been finished. We have released the balance of that grant back to THDA. This is the only time that CHP has not completed a grant. There were a number of reasons why this happened. The requirement of 24/7 care by the social service agencies became a problem as the funding for the social services agencies was severely cut in Tennessee. Additionally, the price of housing in Williamson County became so high that the ability to finance structures to buy and rehabilitate under a maximum of \$170,000 (most that the grant and mortgage would support) became impossible. Therefore the responsible thing to do was to release the funding back to THDA in a timely manner so some other not for profit could use it instead of it going back to HUD, and that is exactly what CHP did. Once again CHP did extensive owner occupied repairs in Williamson County using United Way and Williamson County funding. Over 175 repairs were done under these programs with the original funding being supplemented by MFUGE and THDA on larger projects. Group Workcamps has come in during 2010-14 to do projects.

CHP administered the first, second, third, fourth, fifth, sixth and seventh years of CDBG Emergency Rehabilitation grants for the City of Franklin. This entailed all environmental approvals for Franklin and the work write ups, bidding and contract fulfillment by approved contractors. The first year's funding completed 21 projects (only 15 were planned) and the second year's funding completed 8 units, the third year completed 7 units, the fourth year completed 13 units, the fifth year completed 10 units and the sixth year completed 9 units. The seventh year is under contract and 10 units are planned. All residents are certified income qualified for low income status, proper ownership of the property and documents are kept on file to meet all compliance issues. Property standards are maintained through an inspection process and city or county inspections are required where necessary. 225 additional repairs were done in the owner occupied repair program in 2016-2017.

CHP has also completed a number of homeownership units in this time period. Coupled with the City of Franklin on the Moderately Priced Development Unit (MPDU) program CHP has successfully completed 12 units in Ashton Park and sold them to a City of Franklin Fireman, a Franklin Special School District Teacher and a Williamson County Deputy in 2007. CHP has successfully done two homes under the City of Franklin CDBG CBDO program in the 2010-2011 fiscal year and completed one house in 2011-2012 under the CDBG CBDO program and one house in 2014-2015 under the CDBG CBDO program. Additionally, one house is under contract with the City of Franklin. Additionally, CHP has purchased, rehabilitated and resold sixty-three units under the HUD HOMES program, HOME Path with Fannie Mae, HOME STEP with Freddie Mac and other foreclosure programs through many individual banks through the past 8 years (3 houses in 2015). These successfully placed sixty-three low income Williamson County families in their first house. Additionally, CHP has used funds secured from the Federal Home Loan Bank of Atlanta to provide \$30,000 grants in the rural sections of Williamson County for homeownership. 45 grants have been awarded and closed during the past 8 years. CHP has used THDA NSP funding to do 12 houses for low income homebuyers and is constantly using funding from area banks under the THDA CITC program to buy, rehab and resell homes to first time buyers, it is a major portion of our programs. In conjunction CHP Executive Director is a certified Homebuyers Counselor holding sessions twice per month with 6-10 customers per class creating a pipeline of customers. Additional customers have appointments with the Executive Director every week. CHP has successfully completed a Low Income Tax Credit allocation from THDA to do 88 units of low income rental units in Fairview. CHP purchased the property for the construction and sale of 30 one bedroom condominiums on West Main street across from the Williamson County Administrative Complex and is in the final completion stages of the units. The units should be completed and sold to low income families by June 2018. CHP is using a 2014 THDA/HOME/CHDO grant to do 7 homes in Maury County of which 6 are in process and upon completion of the full 7 will recapture the funds and do 7 more homes. CHP continues to be the leading housing agency in Williamson County, actively helping in all housing issues.

Experience in housing



DEBT RESTRUCTURING RECOMMENDATION FOR FALL 2019

City of Franklin, Tennessee
Board of Mayor & Aldermen
Work Session
September 10, 2019

AGENDA

- Overview & Refinancing Recommendation for
 - \$20,000,000 Series 2007 Public Building Authority Bonds
 - \$15,725,000 Series 2010 Taxable Recovery Bonds
- Financing Schedule

OVERVIEW OF 2007 SERIES 101-A-1 ISSUED BY PUBLIC BUILDING AUTHORITY

Original Issue Date	January 25, 2007
Debt Outstanding	\$20,000,000
Principal Payment Dates	Annually from 2025 - 2037
Loan Holder	PNC Bank
Interest Rate	Estimated future annual rate as of 6/1/2019: 4.17%
Loan Mandatory Tender Date with PNC Bank (refinance)	December 11, 2019
Interest Rate Swap	Expires 2037 with FMS Wertmanagement , German government owned successor to original counterparty Depfa Bank

2007 PBA BONDS REFINANCING CONSIDERATIONS

- Involves terminating swap and refinancing bonds as traditional fixed rate debt under the “City of Franklin” name
- Eliminate risks associated with the swap and LIBOR based variable rate debt
- Restructure principal payment schedule to begin principal payment sooner than originally scheduled
- PBA will no longer serve as an active conduit issuer for the City’s general obligation credit

SUMMARY OF REFINANCING RECOMMENDATION FOR 2007 PBA BONDS

	Description: Terminate Swap, Refinance as Fixed Rate and Restructure Principal
Est. Interest Rate of Tax Exempt Refunding Bonds as of August 2019	1.90% (Net Interest Cost)
Fair Market Value of Swap Termination	(\$5,763,390) as of August 2019
First Principal Payment Date	6/1/2022 (earlier than 2025 original first principal date)
Final Principal Payment Date	6/1/2032 (earlier than 2037 original final principal date)
Cash Contribution towards Swap Termination	Appropriate \$2.5 million FY 2020 from General Fund fund balance
Future considerations	1) Eliminates exposure to 12/31/2021 LIBOR sunset & future plans of swap counterparty 2) Reallocate property tax revenue beginning FY 2022 to amortize principal earlier & faster

OVERVIEW OF SERIES 2010 RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS (“RZEDBS”)

Original Issue Date	July 7, 2010
Debt Outstanding	\$15,725,000
Principal Payment Dates	Annually from 2024 - 2030
Description	Federally Taxable with Subsidy
Interest Rate	Fixed Rate with Average Coupon of 5.13% (2.95% net of subsidy)
Call Date	March 1, 2020
Refunding Options	May be advance refunded from taxable to tax exempt bonds

SERIES 2010 RECOVERY BOND REFINANCING CONSIDERATIONS

- Involves advance refunding the Series 2010 Bonds into traditional fixed rate tax exempt debt
- Eliminate risk associated with future federal appropriation of the interest subsidy for taxable bonds issued during the ARRA (Recovery Act) period of 2009-2010. Ex. Sequestration reduced the subsidy by 5.9%
- City may restructure principal payment schedule
- Opportunity to lock-in lower fixed tax exempt rates in current low interest rate bond market

REFINANCING RECOMMENDATION FOR 2010 RECOVERY BONDS

	Description: Refinance Subsidized Taxable Bonds as Fixed Rate Tax Exempt Bonds
Est. Interest Rate as of August 2019	1.50% (Net Interest Cost)
First Principal Payment Date	3/1/2022 (earlier than 2024 original first principal date)
Final Principal Payment Date	3/1/2030
Future Considerations	1) Eliminates risk of future federal government subsidies 2) Allows for earlier payment of principal in 2022 & 2023

STAFF RECOMMENDATION

- Refinance and restructure principal payments for the 2007 PBA Bonds and the 2010 Recovery Bonds under the City of Franklin General Obligation credit, which in the current bond market has estimated debt service savings of \$2.6 million.
- Terminate the interest rate swap associated with the 2007 PBA Bonds. Appropriate \$2.5 million in FY 2020 to reduce the amount to be financed.
- Reallocate property tax dollars of approx. \$1 million to debt service repayment beginning in FY 2022.
- Shorten the final maturity of the original 2007 PBA Bonds from 2037 to 2032. Maintain final amortization of 2030 for original 2010 Recovery Bonds.
- Begin paying principal earlier for both issues in 2022.

SCHEDULE

- September 2019
 - Receive approval from Comptroller's Office of the Plan of Refunding
 - 9/12/2019 Budget & Finance consideration of 1st Quarter FY 2020 Budget Amendment to partially fund swap termination with \$2.5 million from fund balance
 - 9/24/2019 BOMA consideration of Bond Resolution to refinance the 2007 and 2010 Bonds and Terminate 2007 Swap
- October 2019
 - Prepare offering documents and request bond ratings
 - Meeting of the PBA to approve swap termination and refinancing
- November 2019
 - Adoption of 1st Quarter FY 2020 Budget Amendment
 - Competitive pricing of Series 2019 GO Refunding Bonds to establish fixed interest rates
 - Closing at end of November

RESOLUTION 2019-87

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF FRANKLIN, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$41,500,000, IN MULTIPLE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes the City of Franklin, Tennessee (the “Municipality”), by resolution of the Board of Mayor and Aldermen, to issue and sell bonds to refund and refinance outstanding indebtedness; and

WHEREAS, the Municipality has previously entered into a Loan Agreement (the “Series 101-A-1 Loan Agreement”) with the Public Building Authority of the City of Franklin, Tennessee (the “Authority”), dated as of January 1, 2007, pursuant to which the Municipality borrowed the proceeds of the Local Government Public Improvement Bonds, Series 101-A-1 issued by the Authority and dated January 25, 2007 (the “Series 101-A-1 Bonds” and, together with the Series 101-A-1 Loan Agreement, the “Series 101-A-1 Outstanding Indebtedness”), and agreed to make all principal and interest payments relating thereto; and

WHEREAS, at the request of the Municipality, the Authority entered into an interest rate swap agreement (the “Swap Agreement”) in connection with the Series 101-A-1 Bonds to provide a hedge against interest rate changes, and the Municipality is obligated pursuant to the Series 101-A-1 Loan Agreement to make all payments due with respect to the Swap Agreement, including termination payments relating thereto; and

WHEREAS, the Municipality has determined to prepay and refinance all or a portion of the Series 101-A-1 Outstanding Indebtedness on a tax-exempt basis for the purpose of decreasing the amount of exposure of the Municipality to variable rate debt and derivative instruments such as the Swap Agreement; and

WHEREAS, in connection with the prepayment and refinancing of the Series 101-A-1 Outstanding Indebtedness, the Municipality hereby requests the Authority to terminate the Swap Agreement; and

WHEREAS, pursuant to the Series 101-A-1 Loan Agreement, the Municipality is obligated to pay the termination payment relating to the termination of the Swap Agreement (the “Termination Payment”), and the Municipality has determined to finance a portion of the Termination Payment on a taxable basis as a proper cost of prepaying and refinancing the Series 101-A-1 Outstanding Indebtedness; and

WHEREAS, the Municipality has also previously issued and has outstanding its General Obligation Public Improvement Bonds, Series 2010 (Federally Taxable – Recovery Zone Economic Development Bonds), dated July 7, 2010, maturing on and after March 1, 2024 (the “Series 2010 Outstanding Indebtedness” and, together with the Series 101-A-1 Outstanding Indebtedness, the “Outstanding Indebtedness”); and

WHEREAS, the Municipality has determined to refund all or a portion of the Series 2010 Outstanding Indebtedness on a tax-exempt basis for the purpose of reducing debt service costs to the Municipality; and

WHEREAS, the Board of Mayor and Aldermen hereby determines that it is advisable to issue general obligation bonds, in one or more series, for the purpose of refunding all or a portion of the Outstanding Indebtedness and paying costs associated with the refundings, including but not limited to the payment of a portion of the Termination Payment; and

WHEREAS, a plan of refunding for the Outstanding Indebtedness has been filed with the Director of State and Local Finance (the “State Director”) as required by Section 9-21-903, Tennessee Code Annotated, as amended, and the State Director has submitted to the Municipality a report thereon, a copy of which has been made available to the members of the Board of Mayor and Aldermen and is attached as an exhibit hereto; and

WHEREAS, it is the intention of the Board of Mayor and Aldermen of the Municipality to adopt this resolution for the purpose of authorizing not to exceed \$41,500,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined in the preamble above or elsewhere in this resolution, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) “Bonds” means, collectively, each series of bonds, both tax-exempt and taxable, authorized by this resolution in the maximum aggregate principal amount of \$41,500,000.

(b) “Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds.

(c) “Code” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) “Mayor” shall mean the Mayor of the Municipality.

(e) “Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(f) “DTC” means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(g) “DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(h) “Governing Body” means the Board of Mayor and Aldermen of the Municipality.

(i) “Municipal Advisor” for the Bonds authorized herein means PFM Financial Advisors LLC.

(j) “Refunding Escrow Agent” means the Refunding Escrow Agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

(k) “Refunding Escrow Agreement” means the Refunding Escrow Agreement, dated as of the date of the Series 2019D Bonds, between the Municipality and the Refunding Escrow Agent, in substantially the form of the document attached hereto as Exhibit D, subject to such changes thereto as shall be permitted by the terms of this resolution.

(l) “Refunded Indebtedness” means, collectively, the Series 101-A-1 Refunded Indebtedness and Series 2010 Refunded Indebtedness.

(m) “Registration Agent” means the registration and paying agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

(n) “Series 101-A-1 Refunded Indebtedness” means the maturities or portions of the maturities of the Series 101-A-1 Outstanding Indebtedness designated for refunding by the Mayor pursuant to the terms hereof.

(o) “Series 2010 Refunded Indebtedness” means the maturities or portions of the maturities of the Series 2010 Outstanding Indebtedness designated for refunding by the Mayor pursuant to the terms hereof.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the Municipality has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality’s Debt Management Policy.

(b) The prepayment and refinancing of the Series 101-A-1 Refunded Indebtedness authorized herein through the issuance of one or more series of Bonds will reduce the amount of exposure of the Municipality to variable rate debt and derivative instruments such as the Swap Agreement, which the Governing Body hereby finds to be in the best interest of the Municipality. The Governing Body further hereby determines that it is in the best interest of the Municipality for the Authority to terminate the Swap Agreement and for the Municipality to finance a portion of the Termination Payment as a cost of issuance of the prepayment and refinancing of the Series 101-A-1 Refunded Indebtedness.

(c) The refunding of the Series 2010 Refunded Indebtedness authorized herein through the issuance of one or more series of Bonds will result in the reduction of the debt service payable by the Municipality over the term of the Series 2010 Refunded Indebtedness, thereby effecting a cost savings to the public.

(d) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body and are attached hereto as Exhibit A.

(e) Attached hereto as Exhibit B is an engagement letter (the “Engagement Letter”) by Bass, Berry & Sims PLC, as Bond Counsel (“Bond Counsel”), for its services in connection with the issuance of the Bonds. The Engagement Letter details the attorney-client relationship to be entered into and the services to be provided by Bond Counsel in connection with the Bonds. The Governing Body hereby approves and authorizes the Mayor to execute the Engagement Letter.

(f) The Refunding Report of the State Director has been presented to the members of the Governing Body in connection with their consideration of this resolution and is attached hereto as Exhibit C.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to refund the Refunded Indebtedness and to pay costs incident to the issuance and sale of the Bonds, including but not limited to the Termination Payment, there is hereby authorized to be issued bonds, in one or more series, on a tax-exempt and/or taxable basis, of the Municipality in the aggregate principal amount of not to exceed \$41,500,000. The Bonds shall be issued in multiple series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons. Subject to the adjustments permitted hereunder, the Bonds refunding the Series 101-A-1 Refunded Indebtedness and associated costs (excluding the Termination Payment related thereto) shall be known as the “General Obligation Refunding Bonds, Series 2019C” (the “Series 2019C Bonds”); the Bonds refunding the Series 2010 Refunded Indebtedness and associated costs shall be known as the “General Obligation Refunding Bonds, Series 2019D” (the “Series 2019D Bonds”); and the Bonds financing a portion of the Termination Payment and associated costs, in connection with the refunding of the Series 101-A-1 Refunded Indebtedness, shall be known as the “General Obligation Refunding Bonds, Series 2019E (Federally Taxable)” (the “Series 2019E Bonds”). The Bonds shall be dated their date of issuance, and shall have such other series designation or such other dated date as shall be determined by the Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof. Subject to the adjustments permitted hereunder, interest on the Series 2019C Bonds shall be payable semi-annually on June 1 and December 1 in each year, commencing June 1, 2020; interest on the Series 2019D Bonds shall be payable semi-annually on March 1 and September 1 in each year, commencing March 1, 2020; and interest on the Series 2019E Bonds shall be payable semi-annually on June 1 and December 1, commencing June 1, 2020. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption. Principal on the Series 2019C Bonds shall be payable on June 1 of each year, subject to prior redemption as hereinafter provided, in the years 2025 through 2032, inclusive; principal on the Series 2019D Bonds shall be payable on March 1 of each year, subject to prior redemption as hereinafter provided, in the years 2022 through 2030, inclusive; and principal on the Series 2019E Bonds shall be payable on June 1 of each year, subject to prior redemption as hereinafter provided, in the years 2022 through 2027, inclusive; provided, however, in any such case, such amortization may be adjusted in accordance with the terms hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Series 2019C Bonds shall be subject to redemption prior to maturity at the option of the Municipality on June 1, 2029 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date. Also subject to the adjustments permitted under Section 8 hereof, the Series 2019D Bonds shall be subject to redemption prior to maturity at the option of the Municipality on March 1, 2029 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Series 2019C Bonds or Series 2019D Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Series 2019C Bonds or Series 2019D Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Series 2019C Bonds or Series 2019D Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Series 2019C Bonds or Series 2019D Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Series 2019C Bonds or Series 2019D Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Series 2019C Bonds or Series 2019D Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

Subject to the adjustments permitted under Section 8 hereof, the Series 2019E Bonds shall not be subject to redemption prior to their stated maturities at the option of the Municipality. If the Series 2019E Bonds are determined to be callable at the option of the Municipality pursuant to the provisions of Section 8 hereof, the Series 2019E Bonds shall be subject to redemption prior to maturity at the option of the Municipality on a date determined by the Mayor, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date. If less than all the Series 2019E Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Series 2019E Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected in the manner provided above with respect to the Series 2019C Bonds and Series 2019D Bonds or otherwise selected in a manner determined by the Mayor in consultation with the Municipal Advisor.

(c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner provided in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and

confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(d) The Governing Body hereby authorizes and directs the Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Administrator/Recorder is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(e) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the

presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter “Defaulted Interest”) shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the “Special Record Date”) for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person

in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(h) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and the attestation of the City Administrator/Recorder.

(i) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Bond Registrar is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the Municipality shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to

hold the Bonds for its own account, then the Municipality may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(j) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(k) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(l) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILLIAMSON
CITY OF FRANKLIN
GENERAL OBLIGATION REFUNDING BOND, SERIES 2019[C][D][E] [(FEDERALLY
TAXABLE)]

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Franklin, Tennessee (the "Municipality") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the date hereof until said maturity date or redemption date, said interest being payable on [_____] 1, 2020, and semi-annually thereafter on the first day of [_____] and [_____] in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____, _____, as registration and agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity of the Bonds shall be issued to DTC and immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent

shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the Municipality on [_____] 1, 202_ and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of Mayor and Aldermen, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.]

[Bonds of the issue of which this Bond is one shall not be subject to redemption prior to maturity at the option of the Municipality.]

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities

depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

[Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and it notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption,

the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the [Depository or the] affected Bondholders that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.]

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

This Bond is one of a total authorized issue aggregating \$_____ and issued by the Municipality to [(a) prepay all or a portion of the Municipality's outstanding Loan Agreement (Series 101-A-1), dated as of January 1, 2007 (the "Loan Agreement"), by and between the Public Building Authority of the City of Franklin, Tennessee (the "Authority") and the Municipality, and redeem a corresponding amount of the Authority's Local Government Public Improvement Bonds, Series 101-A-1, dated January 25, 2007, the proceeds of which were loaned to the Municipality pursuant to the Loan Agreement] [(a) refund all or a portion of the Municipality's outstanding General Obligation Public Improvement Bonds, Series 2010 (Federally Taxable – Recovery Zone Economic Development Bonds), dated July 7, 2010, maturing on and after March 1, 2024] [(a) finance all or a portion of the costs of prepaying the Municipality's obligations under that certain Loan Agreement (Series 101-A-1), dated as of January 1, 2007 (the "Loan Agreement"), by and between the Public Building Authority of the City of Franklin, Tennessee (the "Authority") and the Municipality, and redeeming a corresponding amount of the Authority's Local Government Public Improvement Bonds, Series 101-A-1, dated January 25, 2007, including the cost of a termination payment relating to the termination of an interest rate swap agreement associated therewith] and (b) pay the issuance costs of the Bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of Mayor and Aldermen of the Municipality on September 24, 2019 (the "Resolution").

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Administrator/Recorder under the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF FRANKLIN, TENNESSEE

By: _____
Mayor

(SEAL)

ATTESTED:

City Administrator/Recorder

Transferable and payable at the
principal corporate trust office of: _____
_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of the City of Franklin, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the corporate limits of the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Municipal Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the Mayor, in consultation with the Municipal Advisor.

(b) The Mayor is authorized to cause to be sold in each series of Bonds an aggregate principal amount of Bonds less than that maximum aggregate amount provided in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate principal amount of Bonds authorized to be issued herein.

(c) The Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than that provided herein and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than those provided herein, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series shall not be later than one calendar year after the final maturity described in Section 4 hereof.

(5) add or adjust optional redemption provisions of the Bonds, provided that the premium amount to be paid on the Series 2019C and Series 2019D Bonds does not exceed two percent (2%) of the principal amount thereof and, notwithstanding anything herein to the contrary, the Series 2019E Bonds (or any Bonds herein issued on a taxable basis) may be issued with a make-whole call provision;

(6) refund less than all of the Outstanding Indebtedness;

(7) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

(8) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than any designation elsewhere provided herein; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(f) The Mayor and City Administrator/Recorder are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with the Municipal Advisor, for municipal advisory services in connection with the sale of the Bonds and, as provided above, to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the Municipality in that regard are hereby ratified and approved.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be disbursed as set forth below.

(a) The proceeds of the sale of the Series 2019C Bonds shall be disbursed as follows:

(1) an amount sufficient, together with such other funds of the Municipality as may be identified by the Mayor, to prepay and refund the Series 101-A-1 Refunded Indebtedness shall be deposited with Regions Bank, as trustee under the trust indenture pursuant to which the Series 101-A-1 Bonds were issued; and

(2) the remainder of the proceeds of the Series 2019C Bonds shall be used on the date of issuance of the Series 2019C Bonds to pay costs of issuance of the Series 2019C Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Series 2019C Bonds, but excluding the Termination Payment.

(b) The proceeds of the sale of the Series 2019D Bonds shall be disbursed as follows:

(1) an amount sufficient, together with such other funds of the Municipality as may be identified by the Mayor and, if applicable, investment earnings on the foregoing, to refund the Series 2010 Refunded Indebtedness shall be applied to the refunding thereof by depositing such funds with the Refunding Escrow Agent pursuant to the terms of the Refunding Escrow Agreement and/or paying such funds directly to the holders (or paying agents or trustees for the holders) of the Series 2010 Refunded Indebtedness.

(2) the remainder of the proceeds of the sale of the Series 2019D Bonds shall be used to pay costs of issuance of the Series 2019D Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Series 2019D Bonds.

(c) The proceeds of the sale of the Series 2019E Bonds shall be disbursed as follows:

(1) an amount sufficient, together with such other funds of the Municipality as may be identified by the Mayor, to pay the Termination Payment, as part of the costs of prepaying and refunding the Series 101-A-1 Refunded Indebtedness, shall be paid to the counterparty to the Swap Agreement and/or in any manner required by the terms of any agreement entered into by the Municipality or the Authority in connection with the Swap Agreement; and

(2) the remainder of the proceeds of the Series 2019E Bonds shall be used on the date of issuance of the Series 2019E Bonds to pay costs of issuance of the Series 2019E Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Series 2019E Bonds.

Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Municipal Advisor to be used to pay costs of issuance of the Bonds.

Section 10. Official Statement. The officers of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the Municipality, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the Municipality, or any of them, shall arrange for the delivery to the successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The officers of the Municipality, or any of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Refunding Escrow Agreement. With respect to the Series 2019D Bonds, for the purpose of providing for the payment of the principal of and premium, if any, and interest on the Series 2010 Refunded Indebtedness and if determined by the Mayor in consultation with the Municipal Advisor to be in the best interest of the Municipality, the Mayor is hereby authorized to execute and the City Administrator/Recorder to attest on behalf of the Municipality the Refunding Escrow Agreement with the Refunding Escrow Agent and to deposit with the Refunding Escrow Agent amounts to be held in cash or amounts to be used by the Refunding Escrow Agent to purchase Government Securities as provided therein; provided, however, that the yield on such investments shall be determined in such manner that none of the Series 2019D Bonds will be an "arbitrage bond" within the meaning of Section 148(a) of the Code. The form of the Refunding Escrow Agreement presented to this meeting and attached hereto as Exhibit D is hereby in all respects approved and the Mayor and the City Administrator/Recorder are hereby authorized and directed to execute and deliver same on behalf of the Municipality in substantially the form thereof presented to this meeting, or with such changes as may be approved by the Mayor and the City Administrator/Recorder, their execution thereof to constitute conclusive evidence of their approval of all

such changes. The Refunding Escrow Agent is hereby authorized and directed to hold and administer all funds deposited in trust for the payment when due of principal of and premium, if any, and interest on the Series 2010 Refunded Indebtedness and to exercise such duties as set forth in the Refunding Escrow Agreement.

Section 12. Redemption and Prepayment of the Refunded Indebtedness and Payment of Termination Payment. The Mayor and the City Administrator/Recorder, or either of them, are hereby authorized and directed to take all steps necessary to prepay and/or redeem the Refunded Indebtedness at their earliest possible prepayment or redemption date, including the giving of and publication of any prepayment or redemption notice as required by the resolutions authorizing the issuance of the Refunded Indebtedness or any agreements entered into by the Municipality in connection therewith. The Mayor and the City Administrator/Recorder, or either of them, are further hereby authorized and directed to take all steps necessary to cause the termination of the Swap Agreement and to pay the Termination Payment in connection therewith.

Section 13. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which Agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality

as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Federal Obligations shall mean direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 14. Federal Tax Matters Related to the Bonds.

(a) The Series 2019C Bonds and Series 2019D Bonds are expected to be issued as federally tax-exempt bonds. In such event, the Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Series 2019C Bonds and Series 2019D Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an “arbitrage bond”. To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Series 2019C Bonds and Series 2019D Bonds that it will, throughout the term of the Series 2019C Bonds and Series 2019D Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Series 2019C Bonds and Series 2019D Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Series 2019C Bonds and Series 2019D Bonds.

(c) The Series 2019E Bonds are expected to be issued as federally taxable bonds.

Section 15. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 16. Reasonably Expected Economic Life. The “reasonably expected economic life” within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, of the projects refinanced with the proceeds of the Bonds is greater than the term of the Bonds refinancing such projects.

Section 17. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 18. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 19. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

Adopted and approved this 24th day of September, 2019.

CITY OF FRANKLIN, TENNESSEE:

Dr. Ken Moore, Mayor

ATTEST:

Eric S. Stuckey
City Administrator/Recorder

Approved as to form by:

Shauna R. Billingsley
City Attorney

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

I, Lanaii Y. Benne, certify that I am the duly qualified and acting Assistant City Recorder of the City of Franklin, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on September 24, 2019; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$41,500,000 general obligation refunding bonds, in multiple series, of said Municipality.

WITNESS my official signature and seal of said Municipality on this the _____ day of September, 2019.

Assistant City Recorder

(SEAL)

EXHIBIT A

Estimated Interest Expense and Costs of Issuance

City of Franklin, TN
General Obligation Refunding Bonds, Series 2019C

Period Ending	Principal	Coupon	Interest	Debt Service
06/30/2020			414,363.89	414,363.89
06/30/2021			781,000.00	781,000.00
06/30/2022			781,000.00	781,000.00
06/30/2023			781,000.00	781,000.00
06/30/2024			781,000.00	781,000.00
06/30/2025	1,155,000	5.000%	781,000.00	1,936,000.00
06/30/2026	1,220,000	5.000%	723,250.00	1,943,250.00
06/30/2027	1,310,000	5.000%	662,250.00	1,972,250.00
06/30/2028	2,170,000	5.000%	596,750.00	2,766,750.00
06/30/2029	2,270,000	5.000%	488,250.00	2,758,250.00
06/30/2030	2,370,000	5.000%	374,750.00	2,744,750.00
06/30/2031	2,510,000	5.000%	256,250.00	2,766,250.00
06/30/2032	2,615,000	5.000%	130,750.00	2,745,750.00
	15,620,000		7,551,613.89	23,171,613.89

City of Franklin, TN
General Obligation Refunding Bonds, Series 2019D
Preliminary, Subject to Change

Period Ending	Principal	Coupon	Interest	Debt Service
06/30/2020			180,677.78	180,677.78
06/30/2021			644,000.00	644,000.00
06/30/2022	350,000	5.000%	644,000.00	994,000.00
06/30/2023	350,000	5.000%	626,500.00	976,500.00
06/30/2024	1,430,000	5.000%	609,000.00	2,039,000.00
06/30/2025	1,585,000	5.000%	537,500.00	2,122,500.00
06/30/2026	1,665,000	5.000%	458,250.00	2,123,250.00
06/30/2027	1,745,000	5.000%	375,000.00	2,120,000.00
06/30/2028	1,830,000	5.000%	287,750.00	2,117,750.00
06/30/2029	1,915,000	5.000%	196,250.00	2,111,250.00
06/30/2030	2,010,000	5.000%	100,500.00	2,110,500.00
	12,880,000		4,659,427.78	17,539,427.78

City of Franklin, TN
General Obligation Bonds, Series 2019E (Taxable)

Period Ending	Principal	Coupon	Interest	Debt Service
06/30/2020			52,265.29	52,265.29
06/30/2021			98,510.50	98,510.50
06/30/2022	700,000	2.010%	98,510.50	798,510.50
06/30/2023	715,000	2.100%	84,440.50	799,440.50
06/30/2024	730,000	2.150%	69,425.50	799,425.50
06/30/2025	745,000	2.250%	53,730.50	798,730.50
06/30/2026	760,000	2.360%	36,968.00	796,968.00
06/30/2027	780,000	2.440%	19,032.00	799,032.00
	4,430,000		512,882.79	4,942,882.79

COST OF ISSUANCE

City of Franklin, TN
Series 2019CDE
Preliminary, Subject to Change

	General Obligation Refunding Bonds, Series 2019C	General Obligation Refunding Bonds, Series 2019D	General Obligation Bonds, Series 2019E (Taxable)	Total
Bond Counsel	26,088.67	21,512.30	7,399.03	55,000.00
Rating Agency- Moody's	15,653.20	12,907.38	4,439.42	33,000.00
Rating Agency- S&P	13,993.02	11,538.41	3,968.57	29,500.00
POS/OS Distribution	948.68	782.27	269.05	2,000.00
DAC	1,185.85	977.83	336.32	2,500.00
Miscellaneous	4,743.40	3,911.33	1,345.27	10,000.00
Paying Agent	400.00	400.00	400.00	1,200.00
Escrow Agent	400.00	400.00		800.00
Financial Advisor	28,664.34	23,636.15	8,129.51	60,430.00
Verification Agent		2,000.00		2,000.00
Swap Advisor			22,500.00	22,500.00
	92,077.16	78,065.67	48,787.17	218,930.00

EXHIBIT B

Engagement Letter

(Attached)

_____, 2019

City of Franklin, Tennessee
Franklin, Tennessee
Attention: Mayor

Re: Issuance of Not to Exceed \$41,500,000 in Aggregate Principal Amount of Multiple Series of General Obligation Refunding Bonds.

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to the City of Franklin, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced Bonds (the "Bonds"). We understand that the Bonds are being issued for the purposes of providing funds necessary to refund certain outstanding debt of the Issuer and pay the costs incident to the sale and issuance of the Bonds. We further understand that the Bonds will be sold in multiple series, on either a tax-exempt or taxable basis, at competitive sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and (if applicable) the excludability of interest on the Bonds from gross income for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
- (3) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
- (4) Review legal issues relating to the structure of the Bonds; and
- (5) Prepare those sections of the official statement (if applicable) to be disseminated in connection with the sale of the Bonds involving the description of (i) federal law pertinent to the validity of the Bonds and the tax law treatment thereon, (ii) the terms of the Bonds and (iii) our Bond Opinion.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Bonds and will be delivered by us on the date the Bonds are exchanged for its purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a. 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds other than as described in (5) above, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - i) Do not contain any untrue statement of a material fact or
 - ii) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings) except as set forth above.
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- h. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that, if applicable, interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Bonds).
- i. Opining on a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. In our representation of the Issuer, we will not act as a "municipal advisor," as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$55,000.00. The fee quoted above will include all out-of-pocket expenses advanced for your benefit.

If, for any reason, the financing represented by the Bonds as described in the paragraph above is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will the amount we are paid exceed \$55,000.00.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this engagement letter must be in writing, executed by us and contain the signature of the Issuer. The validity, construction and effect of this engagement letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

CITY OF FRANKLIN, TENNESSEE:

By: _____
Ken Moore, Mayor

EXHIBIT C

State Refunding Report

(Attached)

EXHIBIT D

Form of Refunding Escrow Agreement

(Attached)

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of _____, 2019, by and between the City of Franklin, Tennessee (the “Issuer”) and _____ (the “Agent”).

W I T N E S S E T H:

WHEREAS, the Issuer has determined to provide for payment of the debt service requirements of certain of its outstanding bonds, as described herein (the “Outstanding Bonds”) by depositing in escrow with the Agent funds sufficient to pay the principal of and interest on the Outstanding Bonds as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Bonds, the Issuer has authorized and issued its General Obligation Refunding Bonds, Series 2019D (the “Refunding Bonds”); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds[, together with legally available funds of the Issuer,] will be deposited in escrow with the Agent hereunder and applied to the purchase of certain securities described herein, the principal amount thereof together with interest thereon to mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of and interest on the Outstanding Bonds as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds and other funds of the Issuer and the application thereof, and to provide for the payment of the Outstanding Bonds, the parties hereto do hereby enter into this Agreement;

NOW, THEREFORE, the Issuer, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Outstanding Bonds according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION I

All right, title and interest of the Issuer in and to \$_____, consisting of \$_____ derived from the proceeds of the sale of the Refunding Bonds [and \$_____ from other legally available funds of the Issuer].

DIVISION II

All right, title and interest of the Issuer in and to the Government Securities purchased with the funds described in Division I hereof and more particularly described in Exhibit B, attached hereto, and to all income, earnings and increment derived from or accruing to the Government Securities.

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the Issuer or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

DIVISION IV

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the Issuer or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Bonds; but if the principal of and interest on the Outstanding Bonds shall be fully and promptly paid when due in accordance with the terms hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

ARTICLE I. DEFINITIONS AND CONSTRUCTION

SECTION 1.1 Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

“Agreement” means this Refunding Escrow Agreement;

“Code” means the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated thereunder;

“Escrow Fund” shall have the meaning ascribed to it in Section 2.1 hereof;

“Escrow Property”, “escrow property” or “escrowed property” means the property, rights and interest of the Issuer that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent;

“Government Securities” means obligations and securities described in Section 9-21-914, Tennessee Code Annotated;

“Outstanding Bonds” means the Issuer’s General Obligation Public Improvement Bonds, Series 2010 (Federally Taxable – Recovery Zone Economic Development Bonds), dated July 7, 2010, maturing on and after March 1, 20__; and

“Written Request” means a request in writing signed by the Mayor of the Issuer or by any other officer or official of the Issuer duly authorized by the Issuer to act in his place.

SECTION 1.2 Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II.
ESTABLISHMENT AND ADMINISTRATION OF FUNDS

SECTION 2.1 Creation of Escrow; Deposit of Funds. The Issuer hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$_____ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

SECTION 2.2 Investment of Funds. The monies described in Section 2.1 hereof shall be held or invested as follows:

(a) the amount of \$_____ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and

(b) the amount of \$_____ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.4 and 2.6 hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

SECTION 2.3 Disposition of Escrow Funds. The Agent shall without further authorization or direction from the Issuer collect the principal and interest on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the paying agent or its successor, for the Outstanding Bonds of monies sufficient for the payment of the principal of and interest on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The Issuer represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the Issuer agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the Issuer and this Agreement shall terminate.

SECTION 2.4 Excess Funds. Except as provided in Section 2.6 hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the Issuer.

SECTION 2.5 Reports. The Agent shall deliver to the City Recorder, on or before the first day of _____ of each year, a report current as of _____ of such year, which shall summarize all transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the City and which also shall set forth all assets in the Escrow Fund as of _____ and set forth opening and closing balances thereof for that fiscal year.

SECTION 2.6 Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Securities, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the Issuer shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds and Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.6 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the Issuer to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

SECTION 2.7 Irrevocable Escrow Created. The deposit of monies, Government Securities, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Securities for the benefit of the holders of the Outstanding Bonds, except as provided herein with respect to amendments permitted under Section 4.1 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the Issuer and the Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 2.8 Redemption of Outstanding Bonds. [The Agent is authorized and directed to send the notice of redemption in the form of Exhibit C to the paying agent for the Outstanding Bonds not less than 45 days prior to the date of redemption in accordance with the terms of the Outstanding Bonds.]

ARTICLE III. CONCERNING THE AGENT

SECTION 3.1 Appointment of Agent. The Issuer hereby appoints the Agent as escrow agent under this Agreement.

SECTION 3.2 Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

SECTION 3.3 Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Issuer or any paying agent of its obligations, or to protect any of the Issuer's rights under any bond proceedings or any of the Issuer's other contracts with or franchises or privileges from any state, county, Issuer or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own

gross negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the Issuer. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Securities and the interest earnings therefrom to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the Issuer in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

SECTION 3.4 Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds or Outstanding Bonds as fully and with the same rights as if it were not the Agent.

SECTION 3.5 Exculpation of Funds of Agent. Except as set forth in Section 3.3, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

SECTION 3.6 Payment of Deficiency by Issuer. The Issuer agrees that it will promptly and without delay remit or cause to be remitted to the Agent within ten (10) days after receipt of the Agent's written request, such additional sum or sums of money as may be necessary in excess of the sums provided for under Section 2.1 hereof to assure the payment when due of the principal of, premium, if any, and interest on the Outstanding Bonds.

SECTION 3.7 No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest on the Outstanding Bonds, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Bonds except as provided in Section 2.8 hereof.

SECTION 3.8 Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of

such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to be eligible in accordance with the provisions of this Section, the Agent shall resign immediately in the manner and with the effect specified herein.

SECTION 3.9 Resignation of Agent. The Agent may at any time resign by giving direct written notice to the Issuer and by giving the holders of the Outstanding Bonds notice by first-class mail of such resignation. Upon receiving such notice of resignation, the Issuer shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Henderson County, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.8. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

SECTION 3.10 Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.8 hereof and shall fail to resign after written request therefor by the Issuer or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the Issuer may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the Issuer for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.8. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of a majority in aggregate principal amount of all the Outstanding Bonds at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders and presented, together with the successor's acceptance of appointment, to the Issuer and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.11 hereof.

SECTION 3.11 Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the Issuer and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the Issuer or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept

appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.8 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.8 hereof.

SECTION 3.12 Payment to Agent. The Issuer agrees to pay the Agent, as reasonable and proper compensation under this Agreement, a[n] [one-time][annual] fee of \$ _____. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the Issuer agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the redemption of the Outstanding Bonds; provided, however, that the Issuer agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the Issuer and shall not give rise to any claim against the Escrow Fund.

ARTICLE IV. MISCELLANEOUS

SECTION 4.1 Amendments to this Agreement. This Agreement is made for the benefit of the Issuer, the holders from time to time for the Outstanding Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the Issuer; provided, however, that the Issuer and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Securities held hereunder and to substitute therefor direct obligations of, or obligations the

principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of and interest on the Outstanding Bonds. The Issuer hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds to be arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Securities held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of and interest on the Outstanding bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Securities held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the Issuer.

SECTION 4.2 Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 4.3 Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

SECTION 4.4 Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, as follows:

To the Issuer:

The City of Franklin, Tennessee
109 3rd Avenue South
Franklin, TN 37064
Attention: Mayor

To the Agent:

The Issuer and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

SECTION 4.5 Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.6 Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

SECTION 4.7 Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

(signature page follows)

IN WITNESS WHEREOF, the Issuer and the Agent have caused this Agreement to be executed all as of the day and date first above written.

THE CITY OF FRANKLIN, TENNESSEE

By: _____
Mayor

(SEAL)

City Administrator/Recorder

Escrow Agent

By: _____
Title: _____

EXHIBIT A

Debt Service Schedule of General Obligation Public Improvement Bonds, Series 2010 (Federally Taxable – Recovery Zone Economic Development Bonds), dated July 7, 2010, maturing [_____, inclusive], to the Redemption Date, With Name and Address of the Paying Agent and Date and Amount of Payment

Payment <u>Date</u>	Principal <u>Payable</u>	Interest <u>Payable</u>	<u>Premium</u>	Total Debt <u>Service</u>
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Paying Agent: U.S. Bank National Association
 Nashville, Tennessee

EXHIBIT B

[Insert Description of Securities]

Total Cost of Securities: \$ _____
Initial Cash Deposit: \$ _____

EXHIBIT C

NOTICE OF REDEMPTION
CITY OF FRANKLIN, TENNESSEE

NOTICE IS HEREBY GIVEN that the City of Franklin, Tennessee (the “City”), has elected to and does exercise its option to call and redeem on _____, 2019 the City’s outstanding bonds (the “Outstanding Bonds”) as follows:

**General Obligation Public Improvement Bonds,
Series 2010 (Federally Taxable – Recovery Zone Economic Development Bonds)
Dated July 7, 2010**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
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The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of U.S. Bank National Association as follows, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date:

If by Mail: (REGISTERED BONDS)

If by Hand or Overnight Mail:

The redemption price will become due and payable on _____, 2019, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond _____, 2019.

Important Notice: Withholding of 24% of gross redemption proceeds of any payment made within the United States may be required by the Tax Cuts and Jobs Act of 2017, unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W 9 or exemption certificate or equivalent when presenting your securities.

U.S. BANK NATIONAL ASSOCIATION
Registration and Paying Agent

REFUNDING ESCROW AGREEMENT

This Refunding Escrow Agreement is made and entered into as of _____, 2019, by and between the City of Franklin, Tennessee (the “Issuer”) and _____ (the “Agent”).

W I T N E S S E T H:

WHEREAS, the Issuer has determined to provide for payment of the debt service requirements of certain of its outstanding bonds, as described herein (the “Outstanding Bonds”) by depositing in escrow with the Agent funds sufficient to pay the principal of and interest on the Outstanding Bonds as set forth on Exhibit A hereto; and

WHEREAS, in order to obtain the funds needed to refund the Outstanding Bonds, the Issuer has authorized and issued its General Obligation Refunding Bonds, Series 2019D (the “Refunding Bonds”); and

WHEREAS, a portion of the proceeds derived from the sale of the Refunding Bonds[, together with legally available funds of the Issuer,] will be deposited in escrow with the Agent hereunder and applied to the purchase of certain securities described herein, the principal amount thereof together with interest thereon to mature at such times and in such amounts as shall be sufficient to pay when due all of the principal of and interest on the Outstanding Bonds as set forth on Exhibit A; and

WHEREAS, in order to create the escrow hereinabove described, provide for the deposit of said Refunding Bond proceeds and other funds of the Issuer and the application thereof, and to provide for the payment of the Outstanding Bonds, the parties hereto do hereby enter into this Agreement;

NOW, THEREFORE, the Issuer, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the Outstanding Bonds according to their tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alien, pledge, set over and confirm, to the Agent, and to its successors hereunder, and to it and its assigns forever, in escrow, all and singular the property hereinafter described to wit:

DIVISION I

All right, title and interest of the Issuer in and to \$_____, consisting of \$_____ derived from the proceeds of the sale of the Refunding Bonds[and \$_____ from other legally available funds of the Issuer].

DIVISION II

All right, title and interest of the Issuer in and to the Government Securities purchased with the funds described in Division I hereof and more particularly described in Exhibit B, attached hereto, and to all income, earnings and increment derived from or accruing to the Government Securities.

DIVISION III

Any and all other property of every kind and nature from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred in escrow hereunder by the Issuer or by anyone in its behalf to the Agent, which is hereby authorized to receive the same at any time to be held in escrow hereunder.

DIVISION IV

All property that is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property that may, from time to time hereafter, by delivery or by writing of any kind, be subject to the pledge hereof, by the Issuer or by anyone in its behalf, and the Agent is hereby authorized to receive the same at any time to be held in escrow hereunder.

TO HAVE AND TO HOLD, all and singular, the escrowed property, including all additional property which by the terms hereof has or may become subject to this Agreement, unto the Agent, and its successors and assigns, forever.

The escrowed property shall be held in escrow for the benefit and security of the owners from time to time of the Outstanding Bonds; but if the principal of and interest on the Outstanding Bonds shall be fully and promptly paid when due in accordance with the terms hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, subject to the covenants and conditions hereinafter set forth.

ARTICLE I. DEFINITIONS AND CONSTRUCTION

SECTION 1.1 Definitions. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended:

“Agreement” means this Refunding Escrow Agreement;

“Code” means the Internal Revenue Code of 1986, as amended, and any lawful regulations promulgated thereunder;

“Escrow Fund” shall have the meaning ascribed to it in Section 2.1 hereof;

“Escrow Property”, “escrow property” or “escrowed property” means the property, rights and interest of the Issuer that are described in Divisions I through IV of this Agreement and hereinabove conveyed in escrow to the Agent;

“Government Securities” means obligations and securities described in Section 9-21-914, Tennessee Code Annotated;

“Outstanding Bonds” means the Issuer’s General Obligation Public Improvement Bonds, Series 2010 (Federally Taxable – Recovery Zone Economic Development Bonds), dated July 7, 2010, maturing on and after March 1, 20__; and

“Written Request” means a request in writing signed by the Mayor of the Issuer or by any other officer or official of the Issuer duly authorized by the Issuer to act in his place.

SECTION 1.2 Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II.
ESTABLISHMENT AND ADMINISTRATION OF FUNDS

SECTION 2.1 Creation of Escrow; Deposit of Funds. The Issuer hereby creates and establishes with the Agent a special and irrevocable escrow composed of the Escrowed Property and hereby deposits with the Agent and the Agent hereby acknowledges receipt of \$_____ as described in Division I hereof. The monies so deposited, together with investment income therefrom, is herein referred to as the "Escrow Fund" and shall constitute a fund to be held by the Agent as a part of the Escrowed Property created, established, and governed by this Agreement.

SECTION 2.2 Investment of Funds. The monies described in Section 2.1 hereof shall be held or invested as follows:

- (a) the amount of \$_____ shall be used to purchase the Government Securities described on Exhibit B attached hereto; and
- (b) the amount of \$_____ shall be held as cash in a non-interest-bearing account.

Except as provided in Sections 2.4 and 2.6 hereof, the investment income from the Government Securities in the Escrow Fund shall be credited to the Escrow Fund and shall not be reinvested. The Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of Government Securities held hereunder or to sell, transfer, or otherwise dispose of the Government Securities acquired hereunder except as provided herein.

SECTION 2.3 Disposition of Escrow Funds. The Agent shall without further authorization or direction from the Issuer collect the principal and interest on the Government Securities promptly as the same shall fall due. From the Escrow Fund, to the extent that monies therein are sufficient for such purpose, the Agent shall make timely payments to the paying agent or its successor, for the Outstanding Bonds of monies sufficient for the payment of the principal of and interest on the Outstanding Bonds as the same shall become due and payable. Amounts and dates of principal and interest payments and the name and address of the paying agent with respect to the Outstanding Bonds are set forth on Exhibit A. Payment on the dates and to the paying agent in accordance with Exhibit A shall constitute full performance by the Agent of its duties hereunder with respect to each respective payment. The Issuer represents and warrants that the Escrow Fund, if held, invested and disposed of by the Agent in accordance with the provisions of this Agreement, will be sufficient to make the foregoing payments. No paying agent fees, fees and expenses of the Agent, or any other costs and expenses associated with the Refunding Bonds or the Outstanding Bonds shall be paid from the Escrow Fund, and the Issuer agrees to pay all such fees, expenses, and costs from its legally available funds as such payments become due. When the Agent has made all required payments of principal and interest on the Outstanding Bonds to the paying agent as hereinabove provided, the Agent shall transfer any monies or Government Securities then held hereunder to the Issuer and this Agreement shall terminate.

SECTION 2.4 Excess Funds. Except as provided in Section 2.6 hereof, amounts held by the Agent, representing interest on the Government Securities in excess of the amount necessary to make the corresponding payment of principal and/or interest on the Outstanding Bonds, shall be held by the Agent without interest and shall be applied before any other Escrow Fund monies to the payment of the next ensuing principal and/or interest payment on the Outstanding Bonds. Upon retirement of all the Outstanding Bonds, the Agent shall pay any excess amounts remaining in the Escrow Fund to the Issuer.

SECTION 2.5 Reports. The Agent shall deliver to the City Recorder, on or before the first day of _____ of each year, a report current as of _____ of such year, which shall summarize all

transactions relating to the Escrow Fund effected during the immediately preceding fiscal year of the City and which also shall set forth all assets in the Escrow Fund as of _____ and set forth opening and closing balances thereof for that fiscal year.

SECTION 2.6 Investment of Moneys Remaining in Escrow Fund. The Agent may invest and reinvest any monies remaining from time to time in the Escrow Fund until such time as they are needed. Such monies shall be invested in Government Securities, maturing no later than the next interest payment date of the Outstanding Bonds, or for such periods or at such interest rates as the Agent shall be directed by Written Request, provided, however, that the Issuer shall furnish the Agent, as a condition precedent to such investment, with an opinion from nationally recognized bond counsel stating that such reinvestment of such monies will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds or the Outstanding Bonds not to be excluded from gross income for Federal income tax purposes and that such investment is not inconsistent with the statutes and regulations applicable to the Refunding Bonds and Outstanding Bonds. Any interest income resulting from reinvestment of monies pursuant to this Section 2.6 shall be applied first to the payment of principal of and interest on the Outstanding Bonds to the extent the Escrow is or will be insufficient to retire the Outstanding Bonds as set forth on Exhibit A and any excess shall be paid to the Issuer to be applied to the payment of the Refunding Bonds or the expenses of issuance thereof.

SECTION 2.7 Irrevocable Escrow Created. The deposit of monies, Government Securities, matured principal amounts thereof, and investment proceeds therefrom in the Escrow Fund shall constitute an irrevocable deposit of said monies and Government Securities for the benefit of the holders of the Outstanding Bonds, except as provided herein with respect to amendments permitted under Section 4.1 hereof. All the funds and accounts created and established pursuant to this Agreement shall be and constitute escrow funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the Issuer and the Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 2.8 Redemption of Outstanding Bonds. [The Agent is authorized and directed to send the notice of redemption in the form of Exhibit C to the paying agent for the Outstanding Bonds not less than 45 days prior to the date of redemption in accordance with the terms of the Outstanding Bonds.]

ARTICLE III. CONCERNING THE AGENT

SECTION 3.1 Appointment of Agent. The Issuer hereby appoints the Agent as escrow agent under this Agreement.

SECTION 3.2 Acceptance by Agent. By execution of this Agreement, the Agent accepts the duties and obligations as Agent hereunder. The Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the escrow hereby created.

SECTION 3.3 Liability of Agent. The Agent shall be under no obligation to inquire into or be in any way responsible for the performance or nonperformance by the Issuer or any paying agent of its obligations, or to protect any of the Issuer's rights under any bond proceedings or any of the Issuer's other contracts with or franchises or privileges from any state, county, Issuer or other governmental agency or with any person. The Agent shall not be liable for any act done or step taken or omitted to be taken by it, or for any mistake of fact or law, or anything which it may do or refrain from doing, except for its own gross negligence or willful misconduct in the performance or nonperformance of any obligation imposed upon it hereunder. The Agent shall not be responsible in any manner whatsoever for the recitals or

statements contained herein or in the Outstanding Bonds or in the Refunding Bonds or in any proceedings taken in connection therewith, but they are made solely by the Issuer. The Agent shall have no lien whatsoever upon any of the monies or investments in the Escrow Fund for the payment of fees and expenses for services rendered by the Agent under this Agreement.

The Agent shall not be liable for the accuracy of the calculations as to the sufficiency of Escrow Fund monies and Government Securities and the earnings thereon to pay the Outstanding Bonds. So long as the Agent applies any monies, the Government Securities and the interest earnings therefrom to pay the Outstanding Bonds as provided herein, and complies fully with the terms of this Agreement, the Agent shall not be liable for any deficiencies in the amounts necessary to pay the Outstanding Bonds caused by such calculations. The Agent shall not be liable or responsible for any loss resulting from any investment made pursuant to this Agreement and in full compliance with the provisions hereof.

In the event of the Agent's failure to account for any of the Government Securities or monies received by it, said Government Securities or monies shall be and remain the property of the Issuer in escrow for the benefit of the holders of the Outstanding Bonds, as herein provided, and if for any improper reason such Government Securities or monies are applied to purposes not provided for herein or misappropriated by the Agent, the assets of the Agent shall be impressed with a trust for the amount thereof until the required application of such funds shall be made or such funds shall be restored to the Escrow Fund.

SECTION 3.4 Permitted Acts. The Agent and its affiliates may become the owner of or may deal in the Refunding Bonds or Outstanding Bonds as fully and with the same rights as if it were not the Agent.

SECTION 3.5 Exculpation of Funds of Agent. Except as set forth in Section 3.3, none of the provisions contained in this Agreement shall require the Agent to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights or powers hereunder. The Agent shall be under no liability for interest on any funds or other property received by it hereunder, except as herein expressly provided.

SECTION 3.6 Payment of Deficiency by Issuer. The Issuer agrees that it will promptly and without delay remit or cause to be remitted to the Agent within ten (10) days after receipt of the Agent's written request, such additional sum or sums of money as may be necessary in excess of the sums provided for under Section 2.1 hereof to assure the payment when due of the principal of, premium, if any, and interest on the Outstanding Bonds.

SECTION 3.7 No Redemption or Acceleration of Maturity. The Agent will not pay any of the principal of or interest on the Outstanding Bonds, except as provided in Exhibit A attached hereto and will not redeem or accelerate the maturity of any of the Outstanding Bonds except as provided in Section 2.8 hereof.

SECTION 3.8 Qualifications of Agent. There shall at all times be an Agent hereunder that shall be a corporation or banking association organized and doing business under the laws of the United States or any state, authorized under the laws of its incorporation to exercise the powers herein granted, having a combined capital, surplus, and undivided profits of at least \$75,000,000 and subject to supervision or examination by federal or state authority. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this paragraph the combined capital, surplus, and undivided profits of such corporation or association shall be deemed to be its combined capital, surplus, and undivided profits as set forth in its most recent report of condition as published. In case at any time the Agent shall cease to

be eligible in accordance with the provisions of this Section, the Agent shall resign immediately in the manner and with the effect specified herein.

SECTION 3.9 Resignation of Agent. The Agent may at any time resign by giving direct written notice to the Issuer and by giving the holders of the Outstanding Bonds notice by first-class mail of such resignation. Upon receiving such notice of resignation, the Issuer shall promptly appoint a successor escrow agent by resolution of its governing body. If no successor escrow agent shall have been appointed and have accepted appointment within thirty (30) days after the publication of such notice of resignation, the resigning Agent may petition any court of competent jurisdiction located in Henderson County, for the appointment of a successor, or any holder of the Outstanding Bonds may, on behalf of himself and others similarly situated, petition any such court for the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, appoint a successor meeting the qualifications set forth in Section 3.8. The Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

SECTION 3.10 Removal of Agent. In case at any time the Agent shall cease to be eligible in accordance with the provisions of Section 3.8 hereof and shall fail to resign after written request therefor by the Issuer or by any holder of the Outstanding Bonds, or the Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Agent or any of its property shall be appointed, or any public officer shall take charge or control of the Agent or its property or affairs for the purpose of rehabilitation, conservation, or liquidation, then in any such case, the Issuer may remove the Agent and appoint a successor by resolution of its governing body or any such bondholder may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction situated in the Issuer for the removal of the Agent and the appointment of a successor. Such court may thereupon, after such notice, if any, as it may deem proper, remove the Agent and appoint a successor who shall meet the qualifications set forth in Section 3.8. Unless incapable of serving, the Agent shall serve as escrow agent hereunder until its successor shall have been appointed and such successor shall have accepted the appointment.

The holders of a majority in aggregate principal amount of all the Outstanding Bonds at any time outstanding may at any time remove the Agent and appoint a successor by an instrument or concurrent instruments in writing signed by such bondholders and presented, together with the successor's acceptance of appointment, to the Issuer and the Agent.

Any resignation or removal of the Agent and appointment of a successor pursuant to any of the provisions of this Agreement shall become effective upon acceptance of appointment by the successor as provided in Section 3.11 hereof.

SECTION 3.11 Acceptance by Successor. Any successor escrow agent appointed as provided in this Agreement shall execute, acknowledge and deliver to the Issuer and to its predecessor an instrument accepting such appointment hereunder and agreeing to be bound by the terms hereof, and thereupon the resignation or removal of the predecessor shall become effective and such successor, without any further act, deed or conveyance, shall become vested with all the rights, powers, duties and obligations of its predecessor, with like effect as if originally named as Agent herein; but, nevertheless, on Written Request of the Issuer or the request of the successor, the predecessor shall execute and deliver an instrument transferring to such successor all rights, powers and escrow property of the predecessor. Upon request of any such successor, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor all such rights, powers and duties. No successor shall accept appointment as provided herein unless at the time of such acceptance such successor shall be eligible under the provisions of Section 3.8 hereof.

Any corporation into which the Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Agent shall be a party, or any corporation succeeding to the business of the Agent, shall be the successor of the Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor shall be eligible under the provisions of Section 3.8 hereof.

SECTION 3.12 Payment to Agent. The Issuer agrees to pay the Agent, as reasonable and proper compensation under this Agreement, a[n] [one-time][annual] fee of \$_____. The Agent shall be entitled to reimbursement of all advances, counsel fees and expenses, and other costs made or incurred by the Agent in connection with its services and/or its capacity as Agent or resulting therefrom. In addition, the Issuer agrees to pay to the Agent all out-of-pocket expenses and costs of the Agent incurred by the Agent in the performance of its duties hereunder, including all publication, mailing and other expenses associated with the redemption of the Outstanding Bonds; provided, however, that the Issuer agrees to indemnify the Agent and hold it harmless against any liability which it may incur while acting in good faith in its capacity as Agent under this Agreement, including, but not limited to, any court costs and attorneys' fees, and such indemnification shall be paid from available funds of the Issuer and shall not give rise to any claim against the Escrow Fund.

ARTICLE IV. MISCELLANEOUS

SECTION 4.1 Amendments to this Agreement. This Agreement is made for the benefit of the Issuer, the holders from time to time for the Outstanding Bonds, and it shall not be repealed, revoked, altered or amended without the written consent of all such holders, the Agent and the Issuer; provided, however, that the Issuer and the Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement;
- (b) to grant to, or confer upon, the Agent for the benefit of the holders of the Outstanding Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Agent; and
- (c) to subject to this Agreement additional funds, securities or properties.

The Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized bond counsel with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Outstanding Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

Notwithstanding the foregoing or any other provision of this Agreement, upon Written Request and upon compliance with the conditions hereinafter stated, the Agent shall have the power to and shall, in simultaneous transactions, sell, transfer, otherwise dispose of or request the redemption of the Government Securities held hereunder and to substitute therefor direct obligations of, or obligations the principal of and interest on which are fully guaranteed by the United States of America, subject to the condition that such monies or securities held by the Agent shall be sufficient to pay principal of and interest on the Outstanding Bonds. The Issuer hereby covenants and agrees that it will not request the Agent to exercise any of the powers described in the preceding sentence in any manner which will cause the Refunding Bonds to be

arbitrage bonds within the meaning of Section 148 of the Code in effect on the date of such request and applicable to obligations issued on the issue date of the Refunding Bonds. The Agent shall purchase such substituted securities with the proceeds derived from the maturity, sale, transfer, disposition or redemption of the Government Securities held hereunder or from other monies available. The transactions may be effected only if there shall have been submitted to the Agent: (1) an independent verification by a nationally recognized independent certified public accounting firm concerning the adequacy of such substituted securities with respect to principal and the interest thereon and any other monies or securities held for such purpose to pay when due the principal of and interest on the Outstanding bonds in the manner required by the proceedings which authorized their issuance; and (2) an opinion from nationally recognized bond counsel to the effect that the disposition and substitution or purchase of such securities will not, under the statutes, rules and regulations then in force and applicable to obligations issued on the date of issuance of the Refunding Bonds, cause the interest on the Refunding Bonds not to be exempt from Federal income taxation. Any surplus monies resulting from the sale, transfer, other disposition or redemption of the Government Securities held hereunder and the substitutions therefor of direct obligations of, or obligations the principal of and interest on which is fully guaranteed by, the United States of America, shall be released from the Escrow Fund and shall be transferred to the Issuer.

SECTION 4.2 Severability. If any provision of this Agreement shall be held or deemed to be invalid or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 4.3 Governing Law. This Agreement shall be governed and construed in accordance with the law of the State of Tennessee.

SECTION 4.4 Notices. Any notice, request, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by Registered or Certified Mail, postage prepaid, as follows:

To the Issuer:

The City of Franklin, Tennessee
109 3rd Avenue South
Franklin, TN 37064
Attention: Mayor

To the Agent:

The Issuer and the Agent may designate in writing any further or different addresses to which subsequent notices, requests, communications or other papers shall be sent.

SECTION 4.5 Agreement Binding. All the covenants, promises and agreements in this Agreement contained by or on behalf of the parties shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.6 Termination. This Agreement shall terminate when all transfers and payments required to be made by the Agent under the provisions hereof shall have been made.

SECTION 4.7 Execution by Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

(signature page follows)

IN WITNESS WHEREOF, the Issuer and the Agent have caused this Agreement to be executed all as of the day and date first above written.

THE CITY OF FRANKLIN, TENNESSEE

By: _____
Mayor

(SEAL)

City Administrator/Recorder

Escrow Agent

By: _____
Title: _____

EXHIBIT A

Debt Service Schedule of General Obligation Public Improvement Bonds, Series 2010 (Federally Taxable – Recovery Zone Economic Development Bonds), dated July 7, 2010, maturing [_____, inclusive], to the Redemption Date, With Name and Address of the Paying Agent and Date and Amount of Payment

Payment <u>Date</u>	Principal <u>Payable</u>	Interest <u>Payable</u>	<u>Premium</u>	Total Debt <u>Service</u>
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Paying Agent: U.S. Bank National Association
 Nashville, Tennessee

EXHIBIT B

[Insert Description of Securities]

Total Cost of Securities: \$ _____
Initial Cash Deposit: \$ _____

EXHIBIT C

NOTICE OF REDEMPTION
CITY OF FRANKLIN, TENNESSEE

NOTICE IS HEREBY GIVEN that the City of Franklin, Tennessee (the “City”), has elected to and does exercise its option to call and redeem on _____, 2019 the City’s outstanding bonds (the “Outstanding Bonds”) as follows:

**General Obligation Public Improvement Bonds,
Series 2010 (Federally Taxable – Recovery Zone Economic Development Bonds)
Dated July 7, 2010**

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
----------------------	-------------------------	----------------------	------------------

The owners of the above-described Outstanding Bonds are hereby notified to present the same to the offices of U.S. Bank National Association as follows, where redemption shall be made at the redemption price of par, plus interest accrued to the redemption date:

If by Mail: (REGISTERED BONDS)

If by Hand or Overnight Mail:

The redemption price will become due and payable on _____, 2019, upon each such Bond herein called for redemption and such Bond shall not bear interest beyond _____, 2019.

Important Notice: Withholding of 24% of gross redemption proceeds of any payment made within the United States may be required by the Tax Cuts and Jobs Act of 2017, unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the payee. Please furnish a properly completed W 9 or exemption certificate or equivalent when presenting your securities.

U.S. BANK NATIONAL ASSOCIATION
Registration and Paying Agent



JUSTIN P. WILSON
Comptroller

JASON E. MUMPOWER
Deputy Comptroller

September 20, 2019

REVISED

Honorable Dr. Ken Moore, Mayor
and Honorable Board of Aldermen
City of Franklin
109 Third Avenue South
Franklin, TN 37064

Dear Mayor Moore and Members of the Board:

This letter, report and plan of refunding (the "Plan") are to be posted on the website of the City of Franklin (the "City"). Please provide a copy of the letter, report, and Plan to each board member for review at the public meeting for the adoption of the refunding bond authorizing resolution.

We acknowledge receipt on August 20, 2019, of a request from the City to review its Plan for the issuance of refunding bonds: (1) Estimated \$15,660,000 General Obligation Refunding Bonds, Series 2019C (the "Series 2019C Refunding Bonds") and (2) Estimated \$12,890,000 General Obligation Refunding Bonds, Series 2019D (the "Series 2019D Refunding Bonds"), hereinafter collectively referred to as the "Refunding Bonds." The City also plans to simultaneously issue \$3,325,000 General Obligation Bonds, Series 2019E (Taxable) (the "Series 2019E Taxable Bonds").

Pursuant to the provisions of Tennessee Code Annotated Title 9 Chapter 21, a plan must be submitted to our office for review. The information presented in the Plan includes the assertions of the City and may not reflect either current market conditions or market conditions at the time of sale.

Plan of Refunding

The City intends to issue the Refunding Bonds by competitive sale and priced at a premium. The Series 2019C Refunding Bonds will current refund \$20,000,000 outstanding Local Government Public Improvement Bonds, Series 101-A-1, dated January 25, 2007, ("Series 101-A-1 Bonds") issued under the terms of a loan agreement with the Public Building Authority of the City of Franklin, maturing June 1, 2025 through June 1, 2037. The Series 2019D Refunding Bonds will advance refund \$15,725,000 outstanding General Obligation Public Improvement Bonds (Federally Taxable – Recovery Zone Economic Development Bonds), Series 2010, maturing March 1, 2024 through March 1, 2030.

In addition to refunding the aforementioned bonds, the City plans to issue the Series 2019E Taxable Bonds to finance a portion of the termination cost of the constant maturity swap associated with the Series 101-A-1 Bonds.

Financial Professionals

The Plan was prepared by the City with the assistance of its municipal advisor, PFM Financial Advisors LLC. Municipal advisors have a fiduciary responsibility to the City; however, underwriters have no fiduciary responsibility to the City. They represent the interests of their firm and are not required to act in the City's best interest without regard to their own or other interests.

Compliance with the City's Debt Management Policy

The City provided a copy of its debt management policy and within forty-five (45) days of issuance of the debt approved in this letter is required to submit a Report on Debt Obligation that indicates that debt issued complies with the City's debt policy. If the City amends its policy, please submit the amended policy to this office.

Report of the Review of a Plan of Refunding

The enclosed report must be presented to the City's governing body for review prior to the adoption of a refunding bond authorizing resolution.

The enclosed report does not constitute approval or disapproval for the plan or a determination that a refunding is advantageous or necessary nor that any of the outstanding obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity.

The enclosed report is effective for a period of ninety (90) days from the date of the report. If the refunding bonds have not been sold within the ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to this office. We will then issue a report on the new plan for the governing body to review prior to adopting a new refunding bond authorizing resolution.

This letter and the enclosed report do not address compliance with federal tax regulations and are not to be relied upon for that purpose. The City should discuss these issues with a bond counsel. The assumptions of the plan are the assertions of the City. An evaluation of the preparation, support and underlying assumptions of the plan has not been performed by this office. The enclosed report provides no assurances of the reasonableness of the underlying assumptions.

Required Notification

We recognize that the information provided in the Plan submitted to our office is based on preliminary analysis and estimates and that actual results will be determined by market conditions at the time of sale. However, if the actual results differ significantly from the information provided in the submitted Plan, the governing body and our office should be notified after the sale by either the Chief Executive Officer or the Chief Financial Officer of the local government regarding these differences.

Notification will be necessary only if there is a change of ten percent (10%) or more in any of the following:

1. An increase in the principal amount of the debt issued;
2. An increase in costs of issuance; or
3. A decrease in the cumulative savings or increase in the loss (if applicable).

The notification must include an explanation for any significant differences and the justification for change of ten percent (10%) or more from the amounts in the plan. This notification should be presented to the governing body and our office with the required filing of the Report on Debt Obligation, Form CT-0253.

Municipal Securities Rulemaking Board (MSRB) Rule G-17

MSRB Rule G-17 requires underwriters and municipal advisors to deal fairly with the City in the conduct of its municipal securities or municipal advisory activities. The Securities and Exchange Commission approved MSRB Notice 2012-25 on the duties of underwriters to issuers of municipal securities on May 4, 2012. On August 2, 2012, this interpretive notice to MSRB Rule G-17 on fair dealing became part of federal securities law and underwriters are required to comply with its provisions.

These duties fall into three areas:

- statements and representations to issuers;
- disclosures to issuers; and
- financial aspects of underwriting transactions.

To learn more about the obligations of the City's underwriter (if applicable) and municipal advisor, please read the information posted on the MSRB website: www.msrb.org.

Municipal Securities Rulemaking Board (MSRB) – Required Disclosure

Local governments that issue municipal securities on or after February 27, 2019, should be aware that the Securities and Exchange Commission (SEC) adopted amendments to Rule 15c2-12 of the Securities Exchange Act that require reporting on material financial obligations that could impact an issuer's financial condition or security holder's rights. The amendments add two events to the list of events that must be included in any continuing disclosure agreement that is entered after the compliance date:

- Incurrence of a financial obligation of the issuer or obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the issuer or obligated person, any of which affect security holders, if material; and

- Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of the financial obligation of the issuer or obligated person, any of which reflect financial difficulties.

To learn how to report these new disclosures please refer to the MSRB's Electronic Municipal Market Access EMMA® website (emma.msrb.org).

Report on Debt Obligation

We are enclosing a Report on Debt Obligation, Form CT-0253. Pursuant to T.C.A. § 9-21-151, this form is to be completed and filed with the governing body of the City no later than forty-five (45) days after the issuance of this debt, with a copy (including attachments, if any) filed with the Director of the Office of State and Local Finance by mail to the address on this letterhead or by email to SLF.PublicDebtForm@cot.tn.gov. No public entity may enter into additional debt if it has failed to file the Report on Debt Obligation. A fillable PDF of the form can be found on our website at: <https://comptroller.tn.gov/office-functions/state-and-local-finance.html>.

If you should have questions or need assistance, please feel free to contact your financial analyst, Lori Barnard, at 615.747.5347 or Lori.Barnard@cot.tn.gov. You may also contact our office by mail at the address located at the bottom of this page. Please send it to the attention of your analyst at the Office of State and Local Finance.

Sincerely,



Sandra Thompson

Director of the Office of State and Local Finance

cc: Ms. Jean Suh, Audit Review Manager, Division of Local Government Audit, COT
Ms. Lauren Lowe, PFM Financial Advisors LLC
Ms. Lillian Blackshear, Bass, Berry & Sims, PLC

**REPORT OF THE DIRECTOR OF THE OFFICE OF STATE AND LOCAL FINANCE
CONCERNING THE PROPOSED ISSUANCE OF
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019C AND
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019D
CITY OF FRANKLIN, TENNESSEE**

The City of Franklin (the “City”) submitted a plan of refunding (the “Plan”), as required by TCA § 9-21-903 regarding the issuance of estimated:

- (1) \$15,660,000 General Obligation Refunding Bonds, Series 2019C (the “Series 2019C Refunding Bonds”);
- (2) \$12,890,000 General Obligation Refunding Bonds, Series 2019D (the “Series 2019D Refunding Bonds”); and
- (3) \$3,325,000 General Obligation Bonds, Series 2019E Bonds (Taxable) (the “Series 2019E Taxable Bonds”).

The Series 2019C Refunding Bonds and the Series 2019D Refunding Bonds will hereinafter collectively be referred to as the “Refunding Bonds.”

The Plan was prepared by the City with the assistance of its municipal advisor, PFM Financial Advisors LLC. The assumptions of the plan are the assertions of the City. An evaluation of the preparation, support and underlying assumptions of the Plan has not been performed by our office. This report provides no assurances of the reasonableness of the underlying assumptions. This report must be presented to the governing body prior to the adoption of a refunding bond resolution. The Refunding Bonds may be issued with a structure different from that of the Plan. The City provided a copy of its debt management policy.

Balloon Indebtedness

The proposed structure of each series of refunding bonds presented in the Plan does appear to be balloon indebtedness. As of the date of this letter, however, the balloon indebtedness statute does not apply to these proposed refundings because the proposed debt issue is secured solely by a general obligation pledge and the City has some amount of long-term general obligation indebtedness outstanding that is rated AA+/Aa1 or better. If either of the structures are revised, the City should determine if the new structure complies with the requirements of T.C.A. § 9-21-134 concerning balloon indebtedness.

City’s Proposed Refunding Objectives

The Series 2019C Refunding Bonds are being issued to provide overall savings and accelerate the maturity of the outstanding debt. The Series 2019D Refunding Bonds are being issued to achieve debt service savings. The proceeds of the Series 2019E Taxable Bonds will finance a portion of the swap termination payment associated with the bonds being refunded by the Series 2019C Bonds.

Refunding Analysis

Series 2019C Bonds

- The results of the refunding assume that the City intends to sell \$15,660,000 Series 2019C Refunding Bonds by competitive sale and priced at an estimated premium of \$4,727,822.
- The Series 2019C Refunding Bonds will current refund \$20,000,000 outstanding Local Government Public Improvement Bonds, Series 101-A-1, dated January 25, 2007, (“Series 101-A-1 Bonds”) issued under the terms of a loan agreement with the Public Building Authority of the City of Franklin, maturing June 1, 2025 through June 1, 2037.
- The Series 2019C Refunding Bonds will mature June 1, 2032, five years earlier than the Series 101-A-1 Bonds.
- The Series 101-A-1 Bonds being refunded by the Series 2019C Bonds are synthetically fixed at an average coupon of 4.17%. The net interest cost of the Series 2019C Bonds will be 1.90%.
- The City plans to contribute \$2,500,000 from cash on hand together with the proceeds of the Series 2019E Taxable Bonds to finance the termination cost of the constant maturity swap contract associated with the Series 101-A-1 Bonds. At the time the Plan was published, the estimated cost to terminate the swap was \$5,763,390.

Series 2019D Bonds

- The results of the refunding assume that the City intends to sell \$12,890,000 Series 2019D Refunding Bonds by competitive sale and priced at an estimated premium of \$3,324,634.
- The Series 2019D Refunding Bonds will advance refund \$15,725,000 outstanding General Obligation Public Improvement Bonds (Federally Taxable – Recovery Zone Economic Development Bonds), Series 2010 (“Series 2010 Bonds”), maturing March 1, 2024 through March 1, 2030.
- The average coupon of the Series 2010 Bonds is 5.13%. The net interest cost of the Series 2019D Bonds will be 1.50%.
- The estimated net present value debt service savings is \$1,507,150 or 9.58% of the refunded principal amount of \$15,725,000.

Refunding Bonds (Series 2019C Bonds and Series 2019D Bonds)

- Estimated total cost of issuance for the Refunding Bonds is \$317,762 or \$11.13 per \$1,000 of the par amount of the Refunding Bonds. See Table 1 for costs of issuance by series:

Table 1
Costs of Issuance

	Series 2019C Refunding Bonds		Series 2019D Refunding Bonds	
	Amount	Price per \$1,000 Bond	Amount	Price per \$1,000 Bond
Estimated Underwriter's Discount (TBD)	\$ 78,300	\$ 5.00	\$ 64,450	\$ 5.00
Municipal Advisor (PFM)	29,171	1.86	24,011	1.86
Bond Counsel (Bass, Berry & Sims)	27,021	1.73	22,242	1.73
Rating Agency	30,706	1.96	25,275	1.96
Miscellaneous	7,924	0.51	8,664	0.67
Total Cost of Issuance	\$ 173,121	\$ 11.06	\$ 144,641	\$ 11.22

Series 2019E Bonds

- The City intends to issue \$3,325,000 Series 2019E Bonds on a taxable basis to finance a portion of the cost to terminate the swaps associated with the Series 101-A-1 Bonds.
- The cost of issuance for the Series 2019E Bonds is \$59,488 or \$17.89 per \$1,000 bond. See Table 2 for detailed costs of issuance:

Table 2
Costs of Issuance

	Series 2019E Bonds	
	Amount	Price per \$1,000 Bond
Estimated Underwriter's Discount (TBD)	\$ 16,625	\$ 5.00
Municipal Advisor (PFM)	6,194	1.86
Swap Advisor	22,500	6.77
Bond Counsel (Bass, Berry & Sims)	5,737	1.73
Rating Agency	6,520	1.96
Miscellaneous	1,913	0.58
Total Cost of Issuance	\$ 59,488	\$ 17.89

This report of the Office of State and Local Finance does not constitute approval or disapproval by the office for the Plan or a determination that a refunding is advantageous or necessary nor that any of the refunded obligations should be called for redemption on the first or any subsequent available redemption date or remain outstanding until their respective dates of maturity. This report is based on information as presented in the Plan by the City. The assumptions included in the City's Plan may not reflect either current market conditions or market conditions at the time of sale.

If the City does not refund all the Series 101-A-1 Bonds and Series 2010 Bonds as a part of the Refunding Bonds, and the City wishes to refund them in a subsequent bond issue, then a new plan will have to be submitted to this office for review.

This report is effective for a period of ninety (90) days from the date of the report. If the refunding transaction has not been priced during this ninety (90) day period, a new plan of refunding, with new analysis and estimates based on market conditions at that time, must be submitted to this office.



Sandra Thompson

Director of the Office of State and Local Finance

Date: September 20, 2019

City of Franklin, Tennessee
Tabulation of Submittals*

Purchasing Office Solicitation No.: 2019-016 (police promotional process assessment services)							
Notice to proposers published in the Williamson Herald on: 3/14/2019							
Number of potential proposers that were notified of / that submitted a proposal in response to this request for proposals: 10 / 5							
Date and time proposal due and publicly opened: 4/18/19 2:00 PM							
Present at opening of proposals: Will McCarville of the City of Franklin Police Department; Laura Johnson of the City of Franklin HR Department;							
Target meeting of BOMA at which recommendation is scheduled to be considered: 9/10/2019							
Proposals received from:	Does the proposal include all required documents?	Does the proposal take any exceptions to the City's procurement solicitation? / If so, how many?	Average points allocated by proposal evaluation team (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Average points allocated by interview panel (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Total estimated annual fee based on quoted pricing:	Payment terms:	Proposal is valid and may be accepted through:
Emergency Services Consulting International 25030 SW Parkway Ave., Suite 330 Wilsonville, OR 97070 Cassi Fields, VP-Human Capital Division 703-506-9400 info@esci.us	Yes	Yes (Test Review Materials Provision)	63.70	not interviewed	\$40,000	net 30 days	7/31/2019
FirstIdea, Inc. 19029 East Plaza Dr., Suite 200 Parker, CO 80134 Annette M. Alvarez, President & CEO 303-840-3346 X 201 annette@firstidea.org	Yes	No	65.11	not interviewed	\$31,302	net 30 days	7/17/2019
Miami Dade College School of Justice Assessment Center 11380 NW 27th Avenue, Room 8324 Miami, FL 33167 Chantal Ramirez, Assessment Analyst 305-237-1675 cramire6@mdc.edu	Yes	No	49.91	not interviewed	\$112,430	net 30 days	9/15/2019
Morris & McDaniel, Inc. 117 South Saint Asaph St. Alexandria, VA 22314 David M. Morris, Ph.D. J.D., President 703-836-3600 Contact@MorrisandMcDaniel.com	Yes	No	84.80	81.00	\$13,000	net 30 days	8/1/2019
Stanard & Associates, Inc. 309 W. Washington St., Suite 1000 Chicago, IL 60606 Brian C. Kitzman, Vice President 800-367-6919 Ext. 260 bkitzman@stanard.com	Yes	Yes (City's indemnification provision)	74.06	85.06	\$34,835	net 30 days	12/31/2019

*Staff recommendation is to reject all proposals

1. ... to
K...
+ ...

RECOVERY AGREEMENT FOR OFF-SITE SEWER AND WATER IMPROVEMENTS

THIS AGREEMENT is entered into by and between the City of Franklin, Tennessee ("City") and Battle Ground Academy, a Tennessee not-for-profit corporation ("BGA") subject to the following premises, terms and conditions:

WHEREAS, on February 14, 1995, the Board of Mayor and Aldermen of the City granted BGA the right to recover and be reimbursed for certain costs of off-site sewer improvements related to the development of the new campus of BGA on Mack Hatcher Parkway, as follows:

100% recovery for construction of a 12 inch sewer line approximately 1,950 feet in length and bore under Mack Hatcher Boulevard less reimbursement of the cost difference between an 8 inch and 12 inch off-site sewer line (Hereinafter "the improvements");

WHEREAS, BGA incurred costs of \$333,690 in the construction of said improvements and in engineering and legal costs related thereto, which costs the City Engineer has determined are reasonable; and

WHEREAS, the City imposes access fees for connecting onto sanitary sewer lines; and

WHEREAS, the City has agreed that BGA may recover \$307,596.46 of the costs incurred in connection with the construction of the improvements, a certain portion payable up front in cash and the remainder over time out of funds the City collects as sewer access fees associated with an area of land known as the "recovery area"; and

WHEREAS, the recovery area is designated as the immediate drainage area that can be served by the improvements, as shown more fully on the map attached to this Recovery Agreement as EXHIBIT 1, outlined in yellow, and consisting of the parcels listed

on EXHIBIT 2 hereto ; and

WHEREAS, the parties agree that BGA, within thirty (30) days of approval of this agreement, shall be paid the sum of \$87,396.46 in cash (\$47,596.46 as reimbursement for upsizing costs and \$39,800 for recovery of access fees previously paid within the recovery area); BGA shall be entitled to all monies recovered by virtue of the sewer access fees within the recovery area, up to the amount of \$260,000.00, less the \$39,800 already paid; and

PREMISES CONSIDERED, the parties do hereby agree as follows:

1. The foregoing premises are acknowledged by the parties to be accurate and are incorporated herein by reference as the basis of this agreement.
2. The City of Franklin agrees that, upon execution of this agreement, it will set up an accounting system to keep a separate record of all sanitary sewer line access fees charged and collected in the recovery area. These records shall be kept in the office of the City Administrator/Recorder, or at such other place as may be designated by the Franklin Board of Mayor and Aldermen and shall be open to inspection by the public and by BGA during business hours and with reasonable prior notice. The City shall make annual payments to BGA of all monies due and owing under the terms of this Recovery Agreement. These payments shall be made within 90 days of the close of the City's fiscal year.
3. If and when BGA shall have recovered the total of \$260,000.00 from the City as a result of this Agreement, BGA shall promptly notify the City, and from that point forward the City shall no longer be required by this Agreement to maintain a separate

accounting of sanitary sewer line access fees collected from the recovery area.

4. The parties agree that the terms and conditions contained herein shall be binding on their heirs, representatives, successors, successors and assigns and that there are no understandings or agreements between them except as contained in this instrument.

5. The parties agree that except as recited in this Agreement, BGA has no further right of recovery with respect to the improvements and they expressly release the City from any further claim therefor.

BATTLE GROUND ACADEMY

By: _____

Title: _____

Date: _____

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
JAMES R. JOHNSON
City Administrator

THOMAS R. MILLER
Mayor

**AS APPROVED BY THE FRANKLIN BOARD OF MAYOR AND ALDERMEN ON
DECEMBER 14, 2004.**

STATE OF TENNESSEE)
)ss:
COUNTY OF WILLIAMSON)

Personally appeared before me, _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged,

under oath, that he/she is the _____ of **BATTLE GROUND ACADEMY**, and that as such _____, being authorized so to do, executed the foregoing document for the purposes therein contained.

WITNESS, my hand and seal, on this the December day of 2004.

Notary Public _____

My Commission expires: _____

STATE OF TENNESSEE

)

)ss:

COUNTY OF WILLIAMSON

)

Personally appeared before me, **James R. Johnson** and **Thomas R. Miller**, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, after being first duly sworn, acknowledged themselves to be the City Administrator and Mayor, of the City of Franklin, Tennessee respectively, and that as such City Administrator and Mayor, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public _____

My Commission expires: _____