



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, August 11, 2015

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [15-0691](#) Review Of Development Activity For The First Six Months Of 2015 Including Permit And Development Fees, And Value Of Private Investment.
Sponsors: Eric Stuckey and Vernon Gerth
Attachments: [Investment in our Community - January - June 2015.pdf](#)
[Quarterly Permit Summary - January - June 2015.pdf](#)
2. [15-0693](#) Review of Property Maintenance and Zoning Service Request Report for the first six months of 2015.
Sponsors: Eric Stuckey, Vernon Gerth and Chris Bridgewater
Attachments: [Neighborhood Resources - Service Requests - January - June 2015.pdf](#)
3. [15-0681](#) Consideration of Event Permit for Franklin 4 the Cure 5K on September 12, 2015 sponsored by the Westhaven Foundation (08/11/15 WS)
Sponsors: Deb Faulkner
Attachments: [Franklin 4 the Cure 2015 REVISED App.pdf](#)
4. [15-0683](#) Consideration of Event Permit for Jingle Bell Run 5K sponsored by the Arthritis Foundation on December 5, 2015 in Downtown Franklin (08/11/15 WS)
Sponsors: Deb Faulkner
Attachments: [Jingle Bell Run REVISED App 2015.pdf](#)
5. [15-0660](#) Consideration of Liquor License Application for Berry Farm Wine & Spirits, (Satish Patel, Managing Agent) 4000 Hughes Crossing, Suite 160, Franklin, TN, 37064-1484 (08/11/15 WS)
Sponsors: Lanaii Benne
Attachments: [2015 Patel, Satish Berry Farms Certificate.doc](#)
[ABC Liq 4000 Hughes Crossing S 160 07-28-15.pdf](#)

6. [15-0233](#) Discussion Regarding Harpeth Square Development Parking Financing
- Sponsors:** Eric Stuckey and Vernon Gerth
- Attachments:** [Harpeth Sqr Eco Impact 4-2015.pdf](#)
[Second Ave Economic Development Plan first draft](#)
[Development plan exhibits](#)
- Legislative History**
- | | | |
|---------|--------------|----------|
| 2/24/15 | Work Session | deferred |
| 3/10/15 | Work Session | deferred |
7. [15-0678](#) Discussion Regarding The "Hill" Property (403 And 405 5th Avenue N) - Future Use And Process
- Attachments:** [CPAT LUP Excerpts.pdf](#)
[CIP Excerpt.pdf](#)
[15-87 403 405 5th Avenue N RM-10 and RM-20.pdf](#)
[15-100 403 & 405 5th Avenue N - CC Zoning.pdf](#)
[15-100 403 & 405 5th Avenue N - CI Zoning.pdf](#)
8. [15-0606](#) Consideration of Ordinance 2015-12, "An Ordinance to Establish Unit Prices Associated with Infrastructure Requirements and Authorize Staff to Determine Final Performance Agreement (Surety) Amounts without First Obtaining Approval from the Franklin Municipal Planning Commission." (07/23/15 FMPC 8-0; BOMA 1st Reading 08/11/2015 7-0; 2nd Reading 9/8/2015 7-0); Third and Final Reading
- Sponsors:** Ald. Ann Petersen
- Attachments:** [ORD 2015-12 ZO Update for Surety Unit Prices.pdf](#)
[Unit Prices.pdf](#)
- Legislative History**
- | | | |
|---------|--|--|
| 7/23/15 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
|---------|--|--|
9. [15-0652](#) Consideration of Ordinance 2015-22, To Be Entitled, "An Ordinance To Annex The Property Located At 1845 Carters Creek Pike, Consisting Of 75.69 Acres Located West Of Carters Creek Pike And Southwest Of Downs Boulevard And Adjoining The City Limits Within The Southwestern Part Of The Franklin Urban Growth Boundary (UGB)." (07/23/15 FMPC 8-0; 1ST Reading BOMA 08/11/2015 7-0; 2nd Reading 9/8/2015 7-0) Third and Final Reading
- Sponsors:** Ald. Ann Petersen
- Attachments:** [Ordinance 2015-22 annexation of 1845 Carters Creek Pk](#)
[1845 Carters Creek Pike FMPC map.pdf](#)
- Legislative History**

7/23/15 Franklin Municipal Planning Commission recommended favorably to the Board of Alderman and to the Work Session

10. [15-0654](#) Consideration of Ordinance 2015-23, To Be Entitled, "An Ordinance To Zone 75.69 Acres Agriculture (AG) For The Property Located At 1845 Carters Creek Pike, Located West Of Carters Creek Pike And Southwest Of Downs Boulevard And Adjoining The City Limits Within The Southwestern Part Of The Franklin Urban Growth Boundary (UGB)." (07/23/15 FMPC 8-0; 1ST Reading 08/11/15 7-0; 2nd Reading 9/8/2015 7-0) Third and Final Reading

Sponsors: Ald. Ann Petersen

Attachments: [ORDINANCE 2015-23 Zoning Ordinance.docx](#)
[1845 Carters Creek Pike Zoning FMPC map.pdf](#)

Legislative History

7/23/15 Franklin Municipal Planning Commission recommended favorably to the Board of Alderman and to the Work Session

11. [15-0653](#) PUBLIC HEARING: Consideration of Resolution 2015-26, To Be Entitled, "A Resolution Adopting A Plan Of Services For The Annexation Of The Property Located At 1845 Carters Creek Pike, Consisting Of 75.69 Acres Located West Of Carters Creek Pike And Southwest Of Downs Boulevard And Adjoining The City Limits Within The Southwestern Part Of The Franklin Urban Growth Boundary (UGB)." (07/23/15 FMPC 8-0; 08/11/15 WS)

Sponsors: Ald. Ann Petersen

Attachments: [Resolution 2015-23 1845 Carters Creek POS.doc](#)
[1845 Carters Creek Pike POS FMPC map.pdf](#)

Legislative History

7/23/15 Franklin Municipal Planning Commission recommended favorably to the Board of Alderman and to the Work Session

12. [15-0636](#) Consideration of Ordinance 2015-17, To Be Entitled, "An Ordinance To Rezone 22.72 Acres From Residential 1 District (R-1) To Specific Development-Variety (SD-X 0, 34500) District For The Properties Located at 554 and 562 Franklin Road." (Funeral Home); (07/23/15 FMPC 6-1; 08/11/15 WS, 1ST Reading BOMA 08/25/15 8-0; 2nd Reading and Public Hearing 09/22/15 8-0) THIRD AND FINAL READING

Sponsors: Ald. Ann Petersen

Attachments: [5848 Family Legacy PUD rezoning MAP.pdf](#)
[ORD 2015-17 Family Legacy PUD Subdivision Rezoning Request.doc](#)
[5848 Family Legacy PUD Subdivision Rezoning Site Layout.pdf](#)
[5848 Family Legacy PUD Subdivision Rezoning Full Set.pdf](#)
[5848 PublicNotification Family Legacy PUD Subdivision.pdf](#)

Legislative History

7/23/15 Franklin Municipal Planning Commission recommended favorably with a split vote to the Work Session

13. [15-0637](#) PUBLIC HEARING: Consideration of Resolution 2015-70, To Be Entitled, "A Resolution Approving A Development Plan for Family Legacy PUD Subdivision, With One Modification of Standards (Parking), Located Along The East Side of Franklin Road And South Of Moores Lane (554 And 562 Franklin Road), By The City Of Franklin, Tennessee." (Funeral Home) (07/23/15 FMPC: Main Motion 7-0, MOS 6-1; 08/11/15 WS)

Sponsors: Ald. Ann Petersen

Attachments: [MAP_5849 Family Legacy PUD DevPlan.pdf](#)
[Res 2015-70 RESOLUTION Family Legacy Dev Plan](#)
[5849 Family Legacy PUD Subdivison Conditions of Approval_02.pdf](#)
[5849 Family Legacy PUD Subdivision Site Layout.pdf](#)
[5849 Family Legacy PUD Subdivision Elevations.pdf](#)
[5849 Family Legacy PUD Subdivision Full Set.pdf](#)
[bchapel_final adopted.pdf](#)
[09-22-11-FMPC Minutes.pdf](#)
[08-11-15 number 13 - Existing Funeral Home Parking Calc.pdf](#)

Legislative History

7/23/15 Franklin Municipal Planning Commission recommended favorably to the Board of Alderman and to the Work Session

14. [15-0699](#) *Consideration of Resolution 2015-46, a Resolution Awarding the Construction Contract (COF Contract No. 2014-0037) for the 3rd Avenue North Trail/Greenway Project (Bicentennial Park Phase 1, TDOT PIN 109424.00) to Jones Bros. Contractors, LLC in the Amount of \$1,253,257.31 (08/11/2015 WS)

Sponsors: Engineering

Attachments: [TDOT Concurrence](#)
[Res 2015-46 Award 3rd Ave Trail-Greenway to Jones Bros. Construction, LLC.r](#)

15. [15-0700](#) *Consideration of a Professional Services Agreement (COF Contract No. 2014-0036) with Wiser Consultants, LLC for Construction Engineering and Inspection (CEI) Services required for the 3rd Avenue North Trail/Greenway Project (Bicentennial Park Phase 1, TDOT PIN 109424.00) in an amount not to exceed \$226,759.03 (08/11/2015 WS)

Sponsors: Engineering

Attachments: [COF2014-0036_3rd_Ave_Trail_PSA-Attachment_A.pdf](#)
[COF 2014-0036 PSA Wiser CEI Services for COF 2014-0037.docx](#)

16. [15-0634](#) City of Franklin Contract No. 2015-0189 Proposal for Environmental Assessment Bicentennial Park (Referred from 07/23/15 CIC 4-0; 8/11/15 WS)
- Sponsors:** Lisa Clayton
- Attachments:** [COF 2015-0189 PSA BWSC Environmental Assessment.docx](#)
[COF 2015-0189 BWSC Environmental Assessment Proposal.pdf](#)
- Legislative History**
- | | | |
|---------|------------------------------|------------------------------|
| 7/23/15 | Capital Investment Committee | referred to the Work Session |
|---------|------------------------------|------------------------------|
17. [15-0684](#) Consideration of contract award to Morton Salt, Inc. of Chicago, Illinois in the unit price amount of \$75.70 per ton for supply and delivery of an estimated quantity of 462 tons of bulk de-icing rock salt for the Streets Department (\$35,000.00 budgeted in 110-83640-43100 for fiscal year 2016; Contract No. 2015-0250) (08/11/15 WS)
- Sponsors:** Joe York
- Attachments:** [2015-0250.Williamson County Formal Quote Morton.pdf](#)
18. [15-0692](#) Consideration of Contract 2015-0191 between the City of Franklin and the Regional Transportation Authority for FY 2016 for 91X Express Bus Service. (08/11/15 WS)
- Sponsors:** Eric Stuckey and Russ Truell
- Attachments:** [Contract 2015-0191 Regional Transit Authority](#)
19. [15-0697](#) Consideration of Resolution 2015-47, A Resolution to Authorize the City Administrator Periodically to amend and Modify the Fire Department Organizational Chart Relative to Fire Captains. (08/11/15 WS)
- Sponsors:** Rocky Garzarek
- Attachments:** [RES 2015-47 Fire Dept Org Chart change.docx](#)
[FFD Org Chart Proposed 070915 \(2\).pdf](#)
20. [15-0668](#) Acknowledge report of sole-source purchase from Southern Sales Co. of Nashville, TN of the supply and delivery of a quantity of 120 ultraviolet lamps in the total amount of \$50,520.00 plus freight for the Water Reclamation Division of the Water Management Department (purchase not itemized in fiscal year 2016 budget).
- Sponsors:** Mark Hilty

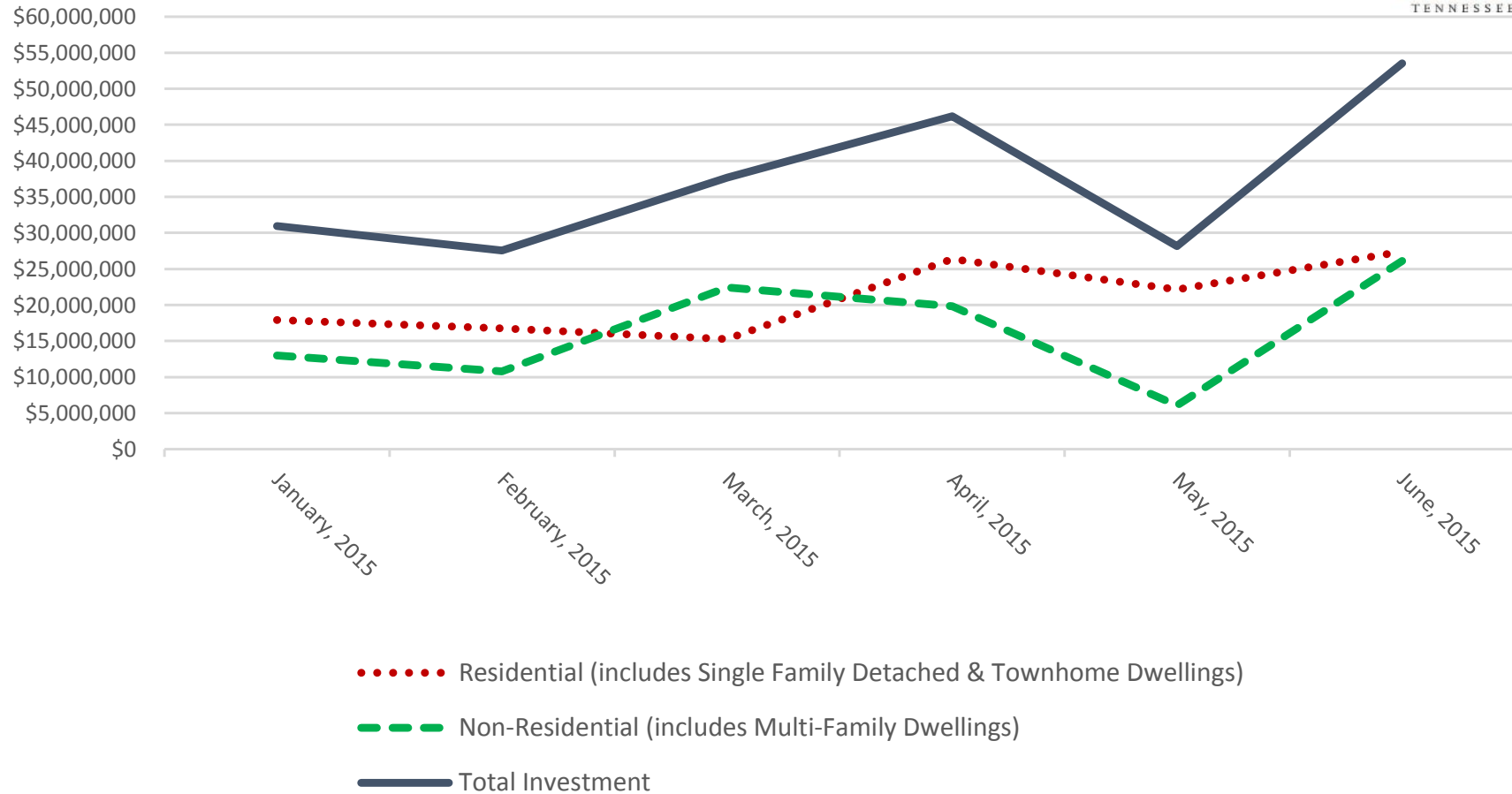
Other Business

Adjournment

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

DEVELOPMENT SUMMARY by Month

Investment in our Community - Reported Construction Value*



*Includes all new Residential Construction (Single Family Detached Dwellings & Townhomes), Non-Residential Construction (including Multi-Family Dwellings), Accessory Buildings, Additions, Tenant Build-out, Renovations, & Miscellaneous Construction. Estimated Valuations (Construction Costs) are provided by Applicants on Building Permit Applications.

DEVELOPMENT ACTIVITY SUMMARY - by Quarter
PERMITS ISSUED & FEES RECEIVED
Including Construction Valuation

From: 1/1/15-6/30/15



PERMIT FEES RECEIVED - Includes Building, Electrical, Mechanical, Plumbing, Demolition, Swimming Pool Permit Fees, & Technology Fees

of PERMITS ISSUED*
*Permits without associated fees are not included.

FEES RECEIVED

<u>January - March 2015</u>	<u>1,454</u>	<u>\$469,928</u>
<u>Residential (inc Townhomes/ Duplexes)</u>	1,021	\$294,851
<u>Non-Residential (inc Multi-Family)</u>	433	\$175,077
<u>April - June 2015</u>	<u>2,079</u>	<u>\$620,314</u>
<u>Residential (inc Townhomes/ Duplexes)</u>	1,574	\$444,220
<u>Non-Residential (inc Multi-Family)</u>	505	\$176,094
<u>TOTAL PERMITS ISSUED</u>	<u>3,533</u>	<u>\$1,090,242</u>

ADDITIONAL FEES RECEIVED - Includes Plan Review Fees, Reinspection Fees, Road Impact Fees, Facilities Taxes, & Garbage Container Fees

<u>January - March 2015</u>	<u>\$1,699,250</u>
<u>Residential (inc Townhomes/ Duplexes)</u>	\$1,117,811
<u>Non-Residential (inc Multi-Family)</u>	\$581,439
<u>April - June 2015</u>	<u>\$2,465,800</u>
<u>Residential (inc Townhomes/ Duplexes)</u>	\$1,712,464
<u>Non-Residential (inc Multi-Family)</u>	\$753,336
<u>TOTAL ADDITIONAL FEES</u>	<u>\$4,165,050</u>

BUILDING PERMITS ISSUED - Number of Units by Dwelling Types - New Construction

of UNITS

<u>January - March 2015</u>	<u>178</u>
<u>Single Family (Detached) Dwellings</u>	93
<u>Multi-Family (Attached) Dwellings</u>	19
<u>Townhomes</u>	66
<u>April - June 2015</u>	<u>236</u>
<u>Single Family (Detached) Dwellings</u>	171
<u>Townhomes</u>	65
<u>TOTAL DWELLING UNITS</u>	<u>414</u>

**STORMWATER, GRADING, & UTILITY
PERMITS ISSUED****# of PERMITS
ISSUED****FEES
RECEIVED****STORMWATER & GRADING PERMITS:**January - March 201511\$22,656April - June 20157\$14,863**TOTAL STORMWATER &
GRADING PERMITS ISSUED:**18\$37,519**GRADING ONLY PERMITS:**January - March 20151\$400**TOTAL GRADING ONLY
PERMITS ISSUED**1\$400**UTILITY CONSTRUCTION/ INFRASTRUCTURE PERMITS**January - March 20158\$800April - June 20155\$500**TOTAL UTILITY CONSTRUCTION/
INFRASTRUCTURE PERMITS ISSUED:**13\$1,300**ESTIMATED VALUATION OF
BUILDING PERMITS*****# of BUILDING
PERMITS ISSUED****VALUATION**January - March 2015\$96,182,964Residential Valuation of Construction229\$49,966,189Non-Residential Valuation of Construction82\$46,216,775April - June 2015\$127,911,928Residential Valuation of Construction327\$75,915,741Non-Residential Valuation of Construction101\$51,996,187**TOTAL ESTIMATED VALUATION OF BUILDING PERMITS***\$224,094,892

*Includes all new residential construction (single family detached dwellings and townhomes), new non-residential construction (including multi-family dwellings), accessory buildings, additions, tenant build-out, renovations, and miscellaneous construction. Estimated Valuations (Construction Costs) are provided by Applicants on **Building** Permit Applications only.

Permit values transacted during the month do not necessarily equal dollars collected because of the timing of the payment and actual issuance of the permits.

BUILDING & NEIGHBORHOOD SERVICES

SERVICE REQUESTS & OPEN CASES

Service Requests Received From:
1/1/15-6/30/15

Results as of:
7/24/15



<u>Service Request Type</u>	<u>Average Days to Resolution</u>	<u># of Service Requests Received</u>	<u># of Service Requests Resolved*</u>	<u># of Open Requests*</u>
Building Code Violation	13.26	3	3	0
Construction Without Required Permits	18.13	5	5	0
Fence Location/ Height	0.00	1	1	0
High Grass/ Vegetation	8.27	57	58	0
Illegal Signage	11.08	2	2	0
Information Request	0.35	13	14	0
Inoperable or Unlicensed Vehicle	12.85	86	81	5
Miscellaneous	5.63	32	28	4
Municipal Code Violation	1.98	12	12	0
Structure Unsafe, Dilapidated, or in Disrepair	18.59	22	23	0
Temporary Sign Violation	13.87	3	3	0
Trash, Garbage, Rubbish, Debris	23.87	20	25	0
Use or Business Violation	18.23	4	4	0
Vehicles Parking in Front Yard	7.87	20	20	0
Zoning Violation	19.01	28	23	5
Cases Resolved: 94%	Average Days to Resolution: 11.98	308	302*	

*The Resolution of Service Requests may involve multiple steps/ actions, resulting in a larger number of Service Requests Resolved per Service Requests Received.

NEIGHBORHOOD RESOURCES – Customer Service
SERVICE REQUEST TYPES

New in green

Building Code Violation
Construction Without Required Permits
Electrical Hazard
Fence Location/ Height
Flood Damage Inspection
Graffiti
High Grass/ Vegetation
Illegal Signage
IMPC Violation (International Property Maintenance Code)
IMPC – Grading and Erosion
IMPC – Rodent Harborage
IMPC – Protective Treatment (Painting of Structure)
IMPC – Exterior Walls
IMPC – Roofs and Drainage
IMPC – Window, Skylights, and Door Frame
Information Request
Inoperable or Unlicensed Vehicle
Miscellaneous
Municipal Code Violation
Problem with Infor
Referred to Other Department or Agency
Setback Violation
Sign Violation on Private Property
Signs in a Public Right of Way
Structure Unsafe, Dilapidated, or in Disrepair
Temporary Sign Violation
Trash, Garbage, Rubbish, Debris
Tree Removal Without a Permit
Unnecessary Noise, Work Hours Violation
Use or Business Violation
Vacant Dwelling Unsecured/ Open to Entry
Vehicles Parking in Front Yard
Zoning Certification Request
Zoning Violation



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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: Franklin 4 the Cure 5K

3) Date or dates of event: September 12, 2015

4) Time of Event: 7:30 a.m.

5) Time of Street Closure (if applicable): 7:00 a.m. - 9:00 a.m.

Set-Up Date/Time: 6:30am 9/2/15

Tear-down Date/Time: 10:00am 9/12/15

*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:

Westhaven Foundation, Inc.

a) Address: 401 Cheltenham Ave Franklin TN 37064

b) Phone: 791-6740 **c) Cell:** 642-2948 **d) Fax:** 791-1764

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

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

Cell: 642-2948 **E-mail address:** amy.law@southernland.com



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

Name: Nicole Cunningham Cell: 584-0485 E-mail address: hailysmomete@hotmail.com

Name: Doug Stacey Cell: 533-3358 E-mail address: dougstacey@lsipros.com

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

5K through Westhaven community (see attached map)

Sponsor tables, music on Westhaven Blvd

See attached schedule of events

- 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:

500 participants

- 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. Registration is \$35 p/person and \$15 for children

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

Donations to Monroe Carell Jr Children's Hospital at Vanderbilt will be accepted

- 18) Is this event a fundraiser? Circle Yes or No. If yes, what organization will be benefactor of event? What percentage of funds will they receive? 100% of net proceeds

Monroe Carell Jr Children's Hospital at Vanderbilt

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



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- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Announcements / music
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
MC / iPod music
- 23) During what time period is sound amplification requested? 7:00 am - 10:00 am
- 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 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. Vanderbilt paramedics
- 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. We will give away bananas, bagels, & water.
Volunteer Committee and LSE will clean up.
- 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. Only small tents*
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information.*

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

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



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**PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.**

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

BY: Angy Law, Treasurer of WH Foundation Date: 6/8/15
(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) ★
★
★

Race 4 the Cure 5K



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5K Route

City Limits

Requesting blockage of
Westhaven Blvd from State Blvd
to Front St.



WESTHAVEN.

The Westhaven Foundation Board Members

Mark McCutcheon- President
1900 Townsend Boulevard
Franklin, TN 37064
615-394-7782

Charlie Grimes- Vice President
310 Cheltenham Avenue
Franklin, TN 37064 |
615-218-1501

Matt Magallanes- Vice President
514 Ardmore Place
Franklin, TN 37064
615-483-7547

Vic White- Secretary
207 Pearl Street
Franklin, TN 37064
615-294-8463

Amy Law- Treasurer
823 Forest Acres Drive
Nashville, TN 37220
615-642-2948

Other Board Members

Daniel Klatt
Scott Jones
Louise Scott
Anne Waters
John Fraser
Doug Stacey



TENNESSEE DEPARTMENT OF REVENUE

Certificate of Exemption

THE WESTHAVEN FOUNDATION, INC.
401 CHELTENHAM AVE
FRANKLIN TN 37064-8664

March 16, 2010

Account Type: S&U EXEMPT

Account No.: 780286648

Under the provisions of T.C.A. Section 67-6-322, the organization named above is granted authority from the Tennessee Department of Revenue to make purchases, without payment of the Sales or Use Tax, of tangible personal property or taxable services to be used or consumed by the organization itself or to be given away.

The organization must furnish the suppliers of goods and services with a COPY of this exemption 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 exemption. Later purchases do not require the submission of additional copies. Invoices must contain the name of the organization and the number given above.

This authority does not extend to purchases made by representatives of the organization when the items purchased or services rendered are paid for with personal funds. It does not extend to items purchased to be resold.

THE ORGANIZATION MUST NOTIFY THE DEPARTMENT IMMEDIATELY IF IT CEASES TO EXIST, MOVES, OR IN ANY WAY CHANGES THE ORGANIZATION FROM ITS PRESENT FORM.

EFFECTIVE DATE February 22, 2010

Reagan Farr
COMMISSIONER OF REVENUE

TO BE COMPLETED BY THE ORGANIZATION (please print)

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. I further affirm that the organization will not use this authority to purchase items for resale.

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: _____

Draft of Good Neighbor Letter for Franklin 4 the Cure

(Insert Date)

Dear neighbor of Westhaven,

I wanted to let you know about an event called Franklin 4 the Cure, which is taking place in Westhaven on Saturday, September 12, 2015 from 7:30am until 10:00am. This is an annual event that includes a 5K run/walk through the community (map of route is attached).

We request that residents who live on the race route refrain from parking cars on the street that morning. Also, the roads will be blocked off during the actual race but will open up as the participants move through the course.

After the 5K, there will be music, games, and a pancake breakfast on Front Street. A portion of Front Street will be closed to through traffic from 7:00 am until 10:00 am. The event will end at 10:00 am. A cleanup crew will return the event areas back to their original condition.

If you have any questions, please feel free to contact Amy Law at 615-791-6740.

Best regards-

Amy Law
Director of Community Management
Southern Land Company

OFFICE USE ONLY:

Permit No: _____

HISTORIC
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TENNESSEECITY 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 FarmOther: Downtown Square2) Name/purpose of event: Jingle Bell Run/Walk for Arthritis3) Date or dates of event: December 15, 20154) Time of Event: 6am - 11:30am5) Time of Street Closure (if applicable): 6am - 10:30amSet-Up Date/Time: 6-8am Tear-down Date/Time: 10-11:30am

*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:

Arthritis Foundationa) Address: 209 10th Ave S. Suite 123 Nashville, TN 37203b) Phone: 615 806 8540 c) Cell: _____ d) Fax: _____

e) E-mail address: _____

7) Person in charge on day of event: Melissa LabongeCell: 858 232 1157 E-mail address: mlabonge@arthritis.org



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TENNESSEE

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

Name: Katie Pickens Cell: 8327971515 E-mail address: kpickens@arthritiss.org
 Name: Kelly Rach Cell: 6463463330 E-mail address: kellymrach@gmail.com

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

- 5k chip timed run & walk with 1 mile loop
- Stage Set up outer lane of square near GreenBank
- Start/Finish located @ W. Main Street & Square.

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:

1000 - 1500

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: Davidson)

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. \$35 pp Vendors \$1500

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

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

The Arthritis Foundation

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



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TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
human speech, announcements, music
(recorded)
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
speakers, amplifiers, mixing board (attached invoice) mix 92.9
- 23) During what time period is sound amplification requested? 7:30 - 11:30am
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.).
Radio Station personalities, emcee
- 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. 75 stage only
- 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
- 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. Melissa Laberge
snacks & water for runners
- 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.

JINGLE BELL RUN

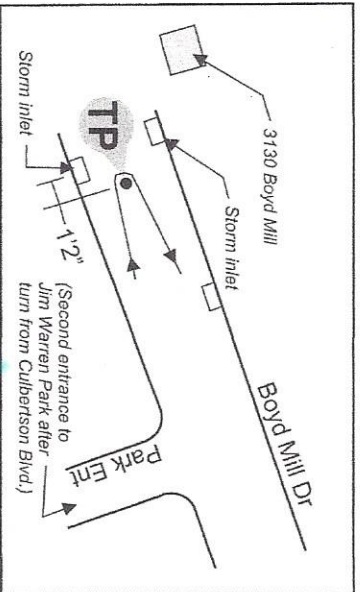


Start/
Finish

- 5K Run
- 1M Walk
- Santa Chase
- Harpeth River
- Parks

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Turning Point Diagram



Arthritis Foundation Jingle Bell Run 2012

Franklin, TN

Start/Finish/Mile Descriptions

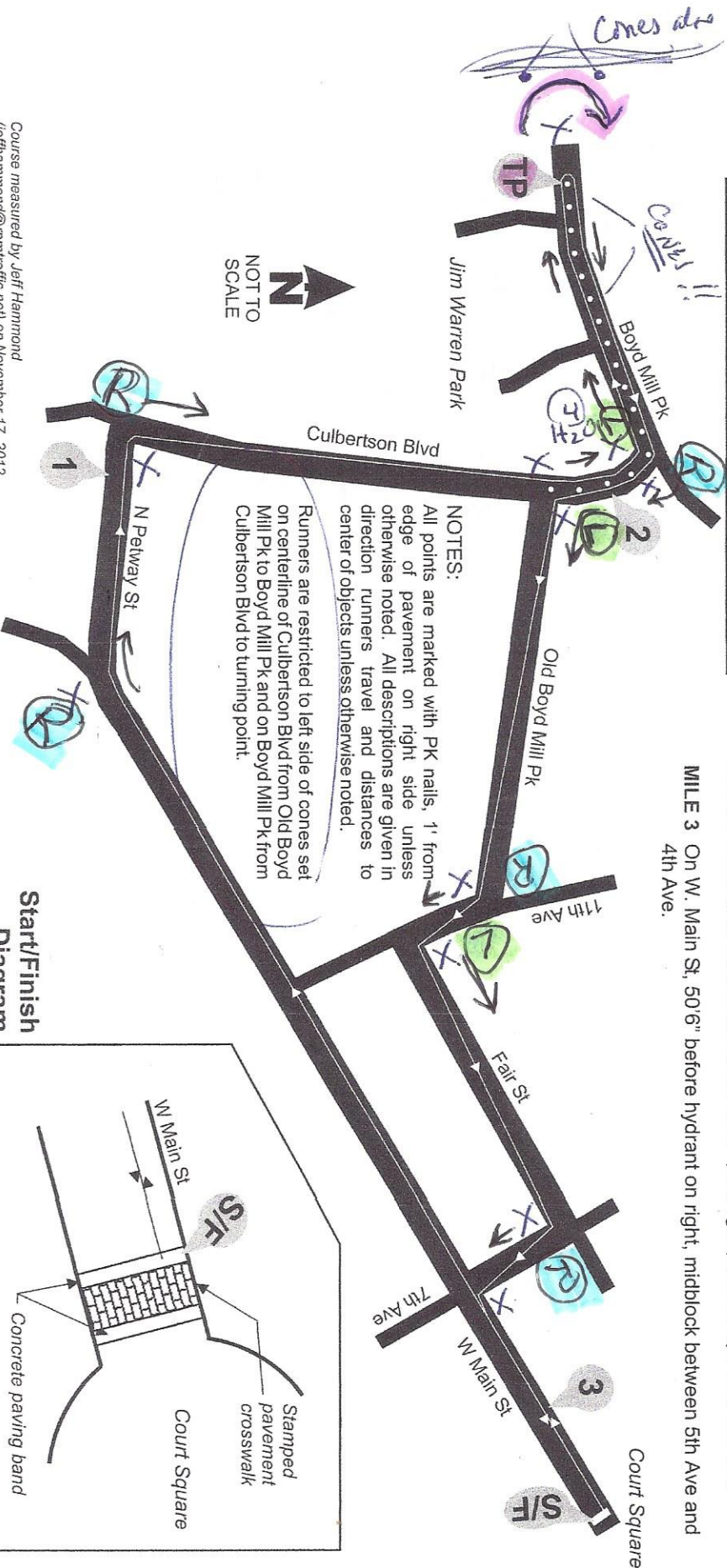
START/ On W. Main St. just off Court Square, in the center of the concrete band of the **FINISH** leading edge of the crosswalk.

MILE 1 On N. Petway, 11'8" before the utility pole on right (#29-3333) at West End Cir.

TURNING POINT In center of Boyd Mill Ave, 1'2" past first inlet on left, past second park entrance drive.

MILE 2 On left, on Culbertson Blvd, 192'9" past light pole at Boyd Mill Ave. turn.

MILE 3 On W. Main St, 50'6" before hydrant on right, midblock between 5th Ave and 4th Ave.

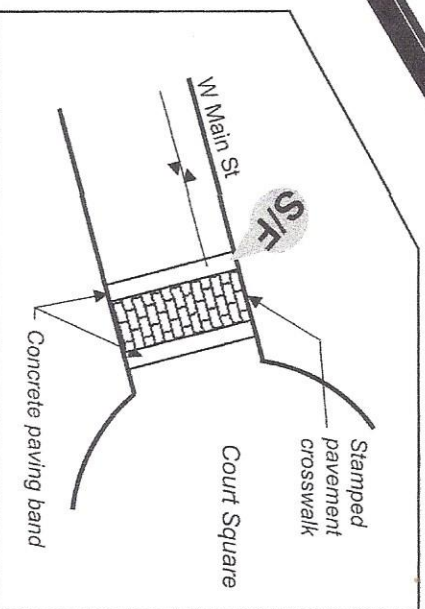


NOTES:

All points are marked with PK nails, 1' from edge of pavement on right side unless otherwise noted. All descriptions are given in direction runners travel and distances to center of objects unless otherwise noted.

Runners are restricted to left side of cones set on centerline of Culbertson Blvd from Old Boyd Mill Pk to Boyd Mill Pk and on Boyd Mill Pk from Culbertson Blvd to turning point.

Start/Finish Diagram



Route Map



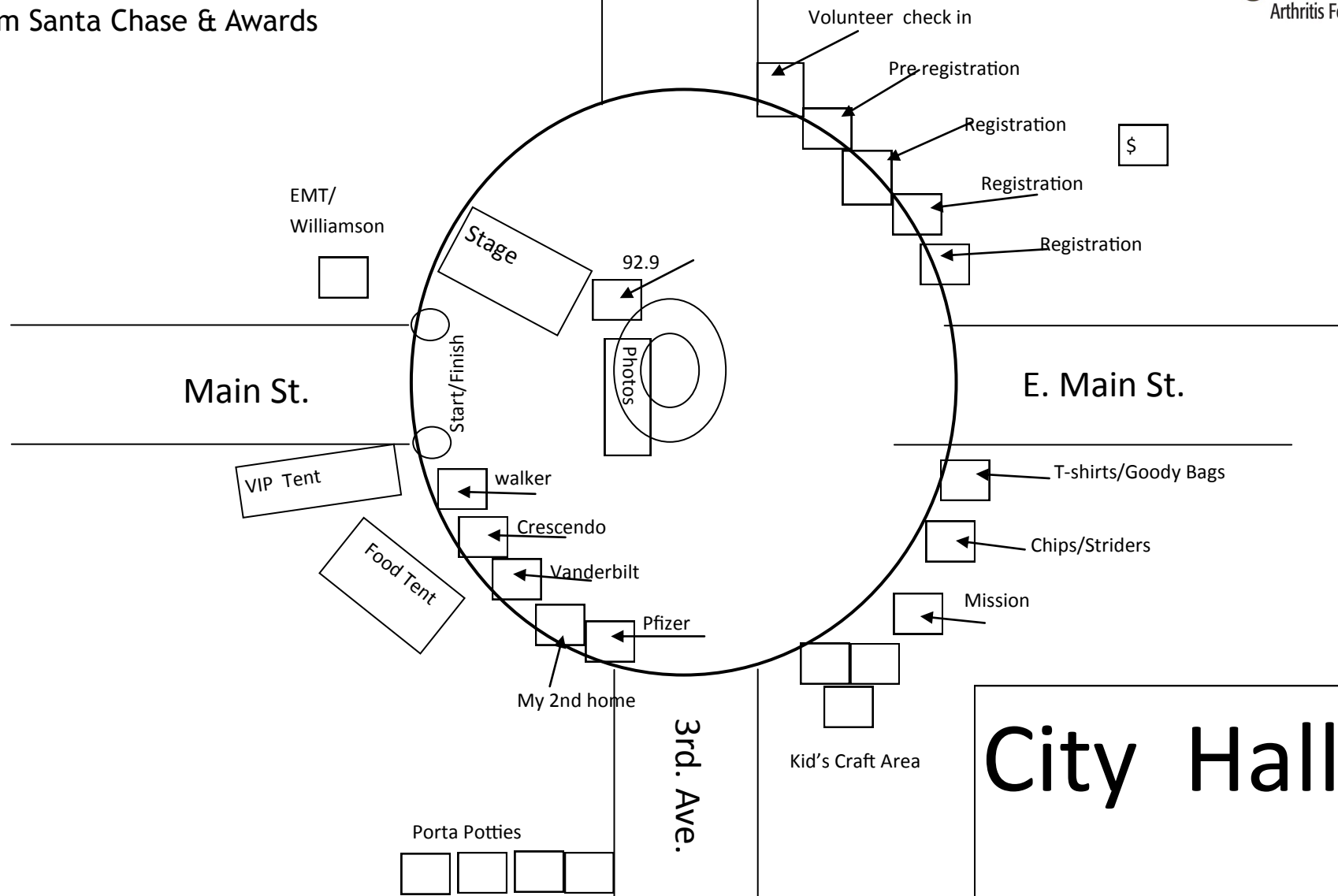
Nationally Sponsored By
abbvie

Schedule & Square

8 am Registration Opens & Activities Begin

9 am 5K & Walk

10 am Santa Chase & Awards





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FRANKLIN
TENNESSEE

RETAILER'S CERTIFICATE

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning applicant Berry Farm Wine & Spirits, Inc. (Satish Patel, Managing Agent), who has made application for a retailer's license to handle alcoholic beverages at 4000 Hughes Crossing, Suite 160, which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

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

This the 25th Day of August, 2015.

Dr. Ken Moore
Mayor



**HISTORIC
FRANKLIN
TENNESSEE**

July 28, 2015

Lanaii Benne, Assistant City Recorder
City of Franklin

Re: Berry Farms Wine and Spirits
4000 Hughes Crossing, Suite 160
Franklin, TN 37064

The above referenced business has made an application to the City of Franklin for approval of a retail license to sell liquor.

This property is located in the Specific Development - Variety (SD-V) zoning district. A retail liquor store is a permitted use in this district.

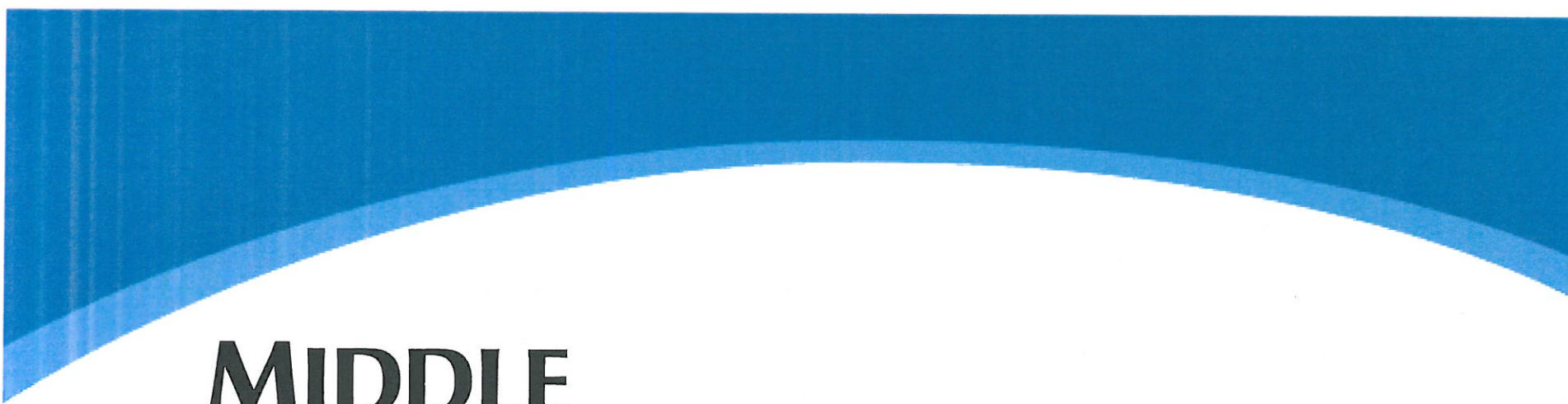
The subject property is not within 300 feet of a church or liquor store and is not within 200 feet of a library or property used as a residence. This distance is measured in the most direct means from main entrance door to main entrance door.

If you have questions, do not hesitate to contact me via email at mollyp@franklintn.gov or telephone at 615-550-6738.

Respectfully,

A handwritten signature in green ink, appearing to read 'Molly A. Pike', is written over a faint, larger green signature.

Molly A. Pike, RLA
Zoning Administrator
City of Franklin Tennessee



**MIDDLE
TENNESSEE**
STATE UNIVERSITY

JONES COLLEGE OF BUSINESS
Business and Economic Research Center

Economic Impact and Cost/Benefit Analysis
Harpeth Square Project, Franklin, TN

Murat Arik, Ph.D., PDBP, Interim Director



Harpeth Square Development



BUSINESS AND ECONOMIC RESEARCH CENTER

Community Character

Community Character

- Harpeth Square will encompass a mix of uses including residential, retail, and hotel space that complement the culture and community of historic Franklin.
- The architecture will be designed with timeless proportions and quality materials that resonate and respect the historic architecture.

Source: Harpeth Associates LLC

Impact on Infrastructure and the Environment from Capital Investment

Infrastructure and Environment

- Improvements will be made on East Main Street, Franklin Road, 1st Avenue, 2nd Avenue, and Bridge Street. These improvements range from adding pedestrian crosswalks to upsizing the existing water line. The improvements will not only improve traffic but also safety.
- Harpeth Square Development will also construct a regional storm water quality and quantity feature. This feature will capture and treat large volumes of storm water before releasing it into the Harpeth River.

Source: Harpeth Associates LLC

Total Investment

Cost of Harpeth Square Project

Total Investment: Harpeth Square Project

Type of Investment	Units	Type	Cost per Unit	Total Cost
Retail/Restaurant	15,000	SF	\$110	\$1,650,000
Apartments	143	Units	\$179,831	\$25,715,815
Garage	562	Spaces	\$14,087	\$7,916,656
Hotel	115	Keys	\$301,528	\$34,675,802
Total Cost				\$69,958,273

Source: BERC and Harpeth Associates LLC

Harpeth Square Project: Timeline

Harpeth Square Project Timeline

- Project will be completed in two years.
- Hotel, restaurant, and retail establishments will be in operation in second year.
- Apartments will be available for rent in second year.

Source: Harpeth Associates LLC

Salaries and Education Requirements of New Jobs

Once operational, the project will include 155 permanent jobs in Williamson County.

Harpeth Square Development: Permanent Direct Jobs		
Operation	SF/Employee	Employees
Retail (10,000 SF)	549	18
Restaurant (5000 SF)	134	37
Hotel (107,829 SF)	1,124	96
Apartments		4
Total Employment		155

Source: BERC and Institute of Transportation Engineers and US Department of Energy

Retail Occupations and Average Wages (Tennessee, 2013)

Distribution of Retail Occupations	Number of Jobs	Average Wage (Tennessee)
Management occupations	1	\$90,050
Supervisors of sales workers	2	\$39,220
Retail sales workers	9	\$25,030
Information and record clerks	1	\$36,660
Material recording, scheduling, dispatching, and distributing workers	4	\$33,500
Transportation and material moving occupations	1	\$31,610
Total Jobs	18	

Source: BERC and Bureau of Labor Statistics (BLS)

Restaurant Occupations and Average Wages (Tennessee, 2013)

Distribution of Restaurant Occupations	Number of Jobs	Average Wage (Tennessee)
Management occupations	1	\$90,050
Supervisors of food preparation and serving workers	2	\$37,860
Cooks and food preparation workers	9	\$20,000
Food and beverage serving workers	17	\$17,820
Other food preparation and serving related workers	7	\$20,320
Sales and related occupations	1	\$34,110
Total Jobs	37	

Source: BERC and Bureau of Labor Statistics (BLS)

Lodging Occupations, Average Wages (Tennessee, 2013)

Source: BERC and
Bureau of Labor
Statistics (BLS)

	Number of Jobs	Average Wage (Tennessee)
Distribution of Lodging Occupations		
Top executives	1	\$157,070
Advertising, marketing, promotions, public relations, and sales managers	1	\$75,250
Operations specialties managers	1	\$71,820
Other management occupations	2	\$46,830
Business and financial operations occupations	1	\$61,180
Arts, design, entertainment, sports, and media occupations	1	\$47,770
Protective service occupations	2	\$34,220
Supervisors of food preparation and serving workers	2	\$37,860
Cooks and food preparation workers	5	\$20,060
Food and beverage serving workers	12	\$17,820
Other food preparation and serving related workers	5	\$20,330
Supervisors of building and grounds cleaning and maintenance workers	2	\$39,680
Building cleaning and pest control workers	26	\$30,410
Grounds maintenance workers	1	\$31,880
Personal care and service occupations	7	\$22,480
Retail sales workers	1	\$39,220
Sales representatives, services	1	\$52,620
Supervisors of office and administrative support workers	1	\$48,820
Financial clerks	2	\$38,420
Information and record clerks	13	\$36,660
Secretaries and administrative assistants	1	\$29,560
Other office and administrative support workers	1	\$34,510
Other installation, maintenance, and repair occupations	4	\$35,780
Textile, apparel, and furnishings workers	2	\$24,770
Transportation and material moving occupations	1	\$31,610
Total Jobs	96	

Real Estate Occupations and Average Wages (Tennessee, 2013)

	Number of Jobs	Average Wage (Tennessee)
Distribution of Apartment Management Jobs		
Property, real estate, and community association managers	2	\$44,227
Counter and rental clerk	1	\$25,877
Maintenance workers	1	\$31,880
Total Jobs	4	

Source: BERC and Bureau of Labor Statistics (BLS)

Education Requirements of Jobs Created

Educational Requirements of Jobs Created	
Master's Degree	1
Bachelor's Degree	9
Associate's Degree	3
High School Diploma	121
Less Than High School Diploma	21
Total Jobs	155

Source: BERC and ONET Online (Onetonline.org)

Average Wages in Williamson County Q2 2014

Average Annual Wages in Williamson County (Q2 2014)

Industry	Annual Average Wage
All Industries	\$56,368
Trade, Transportation and Utilities	\$43,316
Leisure and Hospitality	\$20,020
Real Estate	\$72,384

Source: BERC and Bureau of Labor Statistics (BLS)

Financial strength and stability

Population
Dynamics/
Taxable
Household
Expenditure

Consumer Expenditure Breakdown (Renters)

Total income (I)	100%
Income after taxes (J)	93%
Housing expenses (K)	38.20%
Estimated expenditure subject to sales tax (L)	30.20%
Estimated state sales tax (7%)	\$234,175
Williamson County/Franklin sales tax	2.25%
Estimated sales tax due to household spending	\$75,271
Available apartments (A)	147
Rental occupancy rate (B)	95%
Total occupied units (C)	140 A*B
Average household size in Franklin City (D)	2.56
Total new population (E)	358 C*D
Median household income in Franklin City (2013) (F)	\$79,124
Median income subject to sales tax (G)	\$23,895 F*L
Total household expenditure subject to sales tax (H)	\$3,345,363 G*C

Source: BERC, Census Bureau, and Bureau of Labor Statistics (BLS)

Number of New Visitors and Their Local Spending

Typical Visitor Spending	Percent Breakdown	\$/Per Day	Total Spending
Travel	10.45%	\$73.25	\$2,552,114
Retail	19.85%	\$139.15	\$4,847,795
Lodging	32.40%	\$227.00	\$7,908,453
Entertainment	19.85%	\$139.15	\$4,847,795
Food and Drink	17.56%	\$123.10	\$4,288,528
Total Visitor Spending	100.00%	\$701.00	\$24,444,683

Hotel Information

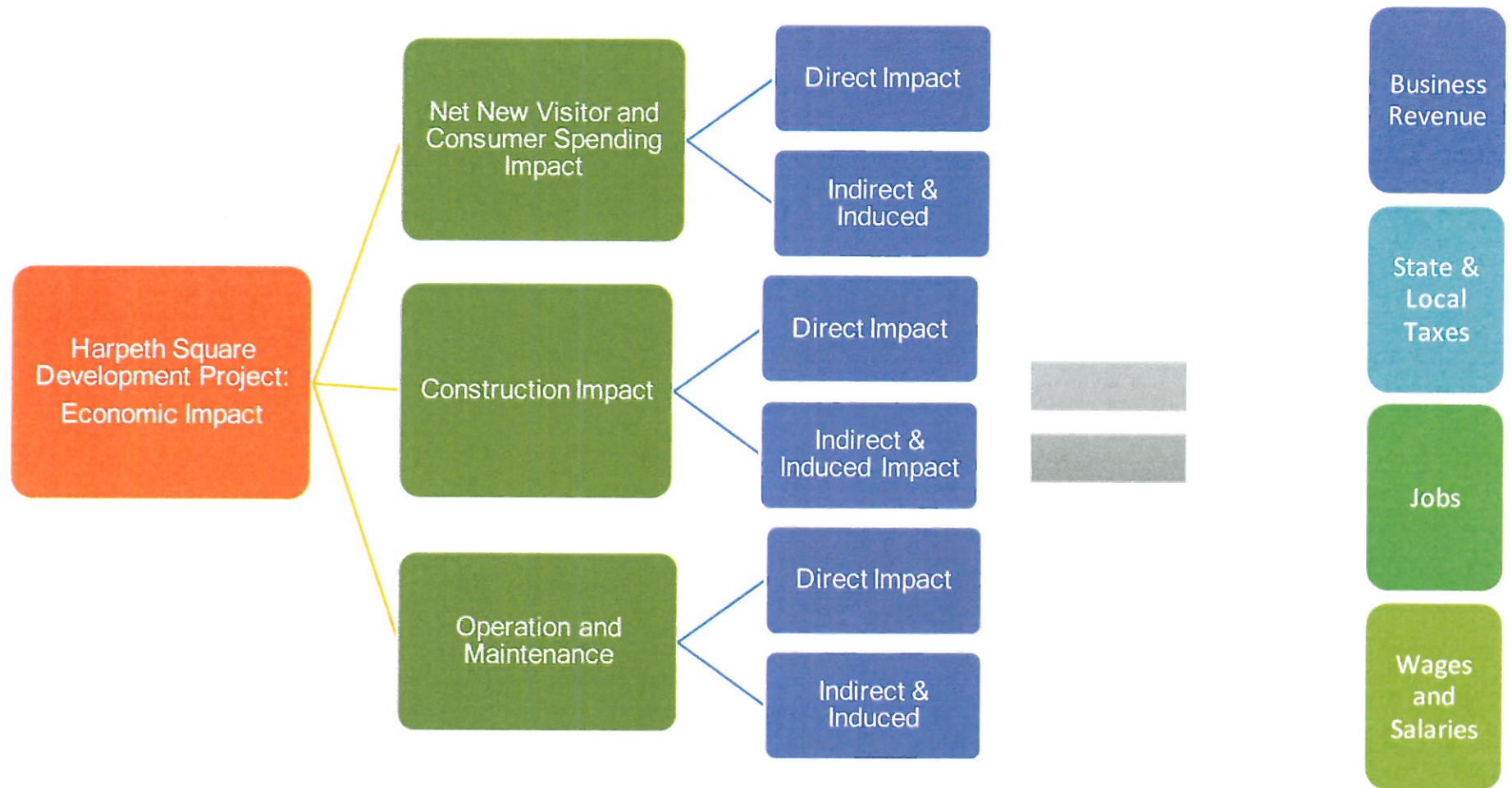
Total Room	115
Occupancy Rate	83%
Total Nights	34,839
Total Hotel Days	34,839
Average Room Rate	\$227

Source: BERC, Various Sources on Visitor Expenditures, and Harpeth Associates LLC

Economic and Fiscal Impact Assessment

Conceptual Framework

Projected Economic Impact of the Proposed Harpeth Square Development in Franklin City



To avoid double-counting,
we excluded total sales associated with
restaurant and retail operations.

Impact on Existing Businesses and Local Taxes

Short-Term Economic/Fiscal Impact: Construction Phase

Construction Year 1 (\$2015)

Impact Type	Jobs	Wages and Salaries	Business Revenue
Direct Effect	220	\$11,881,262	\$34,979,187
Indirect and Induced Effect	157	\$8,532,087	\$20,976,816
Total Effect	377	\$20,413,349	\$55,956,003

Construction Year 2 (\$2015)

Direct Effect	220	\$11,881,262	\$34,979,187
Indirect and Induced Effect	157	\$8,532,087	\$20,976,816
Total Effect	377	\$20,413,349	\$55,956,003

Source: BERC, and IMPLAN

Short-Term Economic/Fiscal Impact: Construction Phase

Taxes on Businesses and Households Year 1	Total Taxes	Local	State
Building Permit and Fees	\$3,157,201	\$3,157,201	
Sales Tax	\$670,714	\$163,147	\$507,567
Property Tax	\$308,522	\$308,522	
Motor Vehicle License	\$41,993	\$41,993	
Other Taxes	\$113,637	\$113,637	
NonTaxes (Fines- Fees)	\$128,446	\$128,446	
Total State and Local Taxes	\$4,420,513	\$3,912,946	\$507,567

Taxes on Businesses and Households Year 2	Total Taxes	Local	State
Sales Tax	\$670,714	\$163,147	\$507,567
Property Tax	\$308,522	\$308,522	
Motor Vehicle License	\$41,993	\$41,993	
Other Taxes	\$113,637	\$113,637	
NonTaxes (Fines- Fees)	\$128,446	\$128,446	
Total State and Local Taxes	\$1,263,312	\$755,745	\$507,567

Source: BERC, and IMPLAN

Economic/Fiscal Impact of Visitor and Household Spending

Induced Effect of New Household Spending on the Economy

Impact Type	Jobs	Wages and Salaries	Business Revenue
Direct Effect	0	\$0	\$0
Induced Effect	24	\$1,223,949	\$3,144,575
Total Effect	24	\$1,223,949	\$3,144,575

Sales Tax and Other Taxes and Fees	Taxes and Fees
Motor Vehicle License	\$3,486
Other Taxes	\$15,602
NonTaxes (Fines- Fees)	\$11,725
Local Sales Tax (Williamson/Franklin)	\$75,271
State Sales Tax	\$234,175

Source: BERC, and IMPLAN

Economic/Fiscal Impact of Visitor and Household Spending

Impact of New Visitor Spending Associated with the Proposed Hotel

Impact Type	Jobs	Wages and Salaries	Business Revenue
Direct Effect*	245	\$7,180,334	\$20,920,338
Indirect and Induced Effect	116	\$6,046,813	\$15,503,100
Total Effect	361	\$13,227,147	\$36,423,438

*Direct effect includes total direct jobs associated with the proposed development.

Source: BERC, and IMPLAN

Economic/Fiscal Impact of Visitor and Household Spending

Description	Total Taxes	Local	State
Sales Tax	\$1,170,516	\$280,924	\$889,592
Motor Vehicle License	\$38,727	\$38,727	
Other Taxes*	\$178,287	\$178,287	
NonTaxes (Fines- Fees)	\$131,117	\$131,117	
Property Tax (All Components)		\$761,798	
Occupancy Tax (City of Franklin)		\$373,229	

*Other Taxes also include "Franchise and Excise Tax."

Source: BERC, and IMPLAN

Benefit/Cost Estimates: Cost Assumptions

Total County Population (2013)	198,901
Total Williamson County and Franklin City Expenditures (2014)	\$492,752,364
Per Capita Annual Expenditure (A)	\$2,477
Total Number of New Residents (B)	358
Estimated Cost of New Residents to the County and City (A*B)	\$886,900

Source: BERC, Census Bureau, and IMPLAN

Benefit/Cost Estimate

Sales, Property, and Other Taxes and Fees Associated with the Proposed Harpeth Square Development (\$2015)

Benefits (Property, Sales and Other Taxes and Fees)

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Building Permit and Fees	\$3,157,201					
Property Tax (Hotel, Retail, Apartments)		\$761,798	\$761,798	\$761,798	\$761,798	\$761,798
Property Tax (Construction Activity)	\$308,522	\$308,522				
Sales Tax Construction Phase (Williamson/Franklin)	\$163,147	\$163,147				
Sales Tax Household Spending (Williamson/Franklin)		\$75,271	\$75,271	\$75,271	\$75,271	\$75,271
Sales Tax New Visitor Spending (Williamson/Franklin)		\$280,924	\$280,924	\$280,924	\$280,924	\$280,924
Other Taxes and Fees Associated with Construction Phase*	\$284,076	\$284,076				
Other Taxes and Fees Associated with Household Expenditure*		\$30,813	\$30,813	\$30,813	\$30,813	\$30,813
Other Taxes and Fees Associated with New Visitor Spending*		\$348,131	\$348,131	\$348,131	\$348,131	\$348,131
Occupancy Tax (City of Franklin)		\$264,998	\$314,309	\$349,020	\$363,373	\$377,309
Total Property, Sales and Other Taxes and Fees Estimates	\$3,912,946	\$2,517,679	\$1,811,246	\$1,845,957	\$1,860,310	\$1,874,246

Cost of Additional Population to the County and City Finances		\$886,900	\$886,900	\$886,900	\$886,900	\$886,900
Total Benefits (Year 1-Year 6) (\$2015)	\$13,822,383					
Total Costs (Year 1-Year 6) (\$2015)	\$4,434,500					
Benefit/Cost Ratio**	3.12					

****Other Taxes and Fees" also include "Franchise and Excise Taxes" associated with the operation of the proposed business activities.**

Source: BERC, Census Bureau, and IMPLAN

Thank you!

**ECONOMIC IMPACT PLAN
FOR
SECOND AVENUE ECONOMIC DEVELOPMENT AREA**

I. Authority for Economic Impact Plan

Industrial development corporations ("IDBs") are authorized under Tenn. Code Ann. § 7-53-312 to prepare and submit to cities and counties an economic impact plan with respect to an area that includes an industrial park within the meaning of Tenn. Code Ann. § 7-53-312 or a project within the meaning of Tenn. Code Ann. § 7-53-101 and such other properties that the IDB determines will be directly improved or benefited due to the undertaking of such industrial park or project. Tennessee Code Annotated § 7-53-312 also authorizes cities and counties to apply and pledge new incremental tax revenues, which arise from the area subject to the economic impact plan, to the IDB to promote economic development, to pay the cost of projects or to pay debt service on bonds or other obligations issued by the IDB to pay the costs of projects.

II. The Project

The project will be a mixed use complex comprised of a boutique hotel, a residential building, a parking garage, and various retail shops and restaurants. It will be located on an approximately 5-acre track composed of fourteen parcels tax map 062. Specific parcels are itemized in Appendix A. The Project Site is located north of East Main Street, west of First Avenue

North, south of Bridge Street, and east of Second Avenue North in downtown Franklin, covering an entire City block. The portion of the Project Site devoted to the parking garage, the garage structure itself, and the furniture, machinery and equipment to be installed therein are herein referred to collectively as the "Project". In order to make the Project financially feasible, The Industrial Development Board of the County of Williamson (the "Board") intends, subject to the approval of the Williamson County Commission and the Board of Mayor and Aldermen of the City of Franklin (the "City"), to engage in tax increment financing pursuant to Title 7, Chapter 53 of Tennessee Code Annotated to provide funds to pay all or a portion of the cost of constructing and equipping the Project. The proceeds of the tax increment financing approved by County and City would be used exclusively to pay a portion of the debt service on borrowing to finance the Project. The Project is an eligible project within the meaning of Tenn. Code Ann. §7-53-101(11)(A)(iv).

III. Boundaries of Plan Area

The Project is located within the commercial area of historic downtown Franklin and is adjacent to other commercial and retail facilities. The area that would be subject to this Economic Impact Plan, and to the tax increment financing provisions described below, includes the Project Site and the properties that will directly benefit from the development of the Project.

The Plan Area includes all tax parcels located in whole or in part within the boundaries of First and Second Avenues North, Bridge Street, and East Main Street, excluding those parcels which are not being renovated or replaced as part of the Project. The area that will be subject to this plan (the "Plan Area") is shown on Exhibit B attached hereto and a list of the tax parcels included in the Plan Area is shown on Exhibit A attached hereto. In the event of any conflict between the general description of the Plan Area described in this paragraph and Exhibits A and B, said Exhibits shall control. The Plan Area is hereby declared to be subject to this Economic Impact Plan, and the Project is hereby identified as the project that will be located within the Plan Area. Within the Plan Area, which has an underlying zone of SD-X (34.17 density/33,650 non-residential footage/115 hotel keys), the City's height overlay, design standards, and planned commercial district regulations will apply. To be a downtown activity center, the City and County seek innovative, world-class design alternatives in an environmentally-friendly, context-sensitive design and sustainable business center developments unique to the City of Franklin.

IV. Financial Assistance to Project

The Board will provide financial assistance to the Project by applying a portion of the proceeds of the tax-increment financing described herein to pay part of the debt service resulting from financing of construction and

equipping the Project. The amount that will be made available by the Board for such financial assistance shall be limited to 42% of the potential tax increment, thereby ensuring that all property taxes targeted for education are kept intact. The tax increment will be made available beginning in the second tax year following completion of the construction of the Project, with an amount of \$240,000 per year for a maximum of ten years.

V. Expected Benefits to City and County

The Benefits to the Surrounding Properties

The Project will benefit the surrounding properties in five principal methods. First, the redeveloped City block composed of a boutique hotel, residential housing, and retail shops and restaurants, will replace vacant properties and enhance the land valuation of the surrounding parcels. Second, the Project will spur development of adjacent properties between the Project Site and the Public Square, and in the area to the east and south of the Project, including underutilized areas on First Avenue North and South, by providing hotel and meeting space, opportunities for downtown residential expansion, and additional retail and restaurant venues. Third, proposed improvements to the infrastructure in the Project Site area will remediate certain limitations in the water, sewer, storm drainage and roadway capacity that abut the boundaries of the Project Site. Those improvements include sidewalks for connectivity, signalization for traffic flow, upsizing of water and wastewater

lines, and lighting for public safety. Completion of the infrastructure improvement will allow better access to many of the parcels and alleviate current traffic dangers that exist along First Avenue and Bridge Street. Fourth, the project will dramatically increase the valuation of the properties within the block being redeveloped, providing a substantial increase in property taxes flowing to the Williamson County Schools and the Franklin Special School District. After completion of the term of the tax increment financing, recurring property taxes will subsequently be generated for the County and City general funds, suppressing the need for tax rate increases on existing properties. Finally, the project will provide almost 600 additional parking spaces in the downtown area. Although much of the parking garage will be used by the new businesses within the Project, a minimum of 200 spaces will be made available for general public use to support businesses in the immediate area.

The Benefits to Williamson County and the City of Franklin

Williamson County stands to benefit in many ways from the Project. The Project itself proposes the addition of up to \$100 million in valuation to the tax rolls. The Plan Area generated only \$64,215 in County property taxes for 2014, and is expected upon completion of the Project to generate over \$640,000 in County property taxes. During the ten-year term of the tax-increment arrangement, \$238,560 per year will be set aside to pay a portion of the debt service on the parking garage. The balance of \$329,440 will be

available to flow to Williamson County in the same proportion now dedicated for school funding. Sales tax, business tax, hotel tax, and a variety of other local taxes and/or fees will be positively affected by the injection of 155 jobs and estimated corporate purchases of over \$40 million per year. Existing businesses that support the particular needs of hotel, retail, and residential operations, such as legal, accounting, advertising, marketing, finance and engineering, will be enhanced. The signature buildings that will be viewed by 10,000 or more vehicles per day along the downtown Franklin corridor will create a positive impact on citizens and visitors alike.

One of the largest benefits of the project is the injection of property taxes for education. Although Williamson County will provide the diversion of some new property taxes from the Project, the portion of County property taxes that would normally go to schools will be paid in full. The forecasted amount of revenue that will flow to schools is \$329,440 in the first year after expected project completion and totals almost \$10 million over a thirty-year term.

The County will also be impacted by taxes and fees generated by the construction project. Impact fees, which are currently assessed for schools, will result from the \$100 million construction project. An economic impact study conducted by the Jones College of Business at Middle Tennessee State University found that the two-year construction phase of the Project would have a short-term economic and fiscal impact of \$110 million. This is

comprised of 220 construction jobs and 157 indirect jobs. The payroll for those jobs would \$20 million per year. Total business revenue during the construction period would be \$55 million per year for two years, resulting in locals taxes approaching \$4 million per year.

The same study showed that, upon completion, the Project would generate a substantial impact from new visitor spending associated with the proposed hotel. The estimate is over \$13 million per year in additional direct and indirect wages and salaries, and over \$36 million in business revenue. That would generate \$280,000 in local sales tax and \$373,000 in hotel occupancy taxes.

The City of Franklin also stands to benefit in several ways from the Project. After the period of tax increment financing is completed, the addition to the tax base is expected to generate over \$130,000 per year in City property taxes. The Plan Area generated \$13,052 in City property taxes for 2014, and is expected upon completion of the Project to generate over \$116,000 in City property taxes. Sales tax, business tax, hotel tax, and a variety of other local taxes and/or fees will be positively affected by the injection of 155 jobs and estimated company purchases of over \$40 million per year. Impact fees, which are currently assessed for roads, public safety, parks and sanitation, will result from the \$70 million construction project. Building permit fees and storm water charges will increase from the construction of the new facility. Existing city providers, such as restaurants, building suppliers, office supply

houses, and general merchandise stores will be able to attract additional business from the Project. New businesses, such as legal, accounting, advertising, marketing, finance and engineering, will be attracted to the immediate area.

In an area where transportation infrastructure has been a subject of concern, the citizenry will benefit from a realignment of traffic signalization along Franklin Road & Main Street entering the downtown area. An additional right turn lane will allow traffic to flow through into the First Avenue corridor and avoid some of the backup along Franklin Road. To support the Project, the developer will add sidewalks and lighting along First Avenue and Bridge Street, and improve the turning radius at the intersection of those streets. For safety, pedestrian crossings will be added. The Project will also construct a regional stormwater detention feature, which will capture and treat large volumes of storm water before releasing it into the Harpeth River.

The Plan Area will be enhanced aesthetically with new buildings in an area that is largely vacant land at this time. The signature buildings within the Project will be viewed by 10,000 or more vehicles per day along the Franklin Road corridor, creating a positive impact on citizens and visitors alike. As with the Williamson County schools, one of the largest benefits of the project is the injection of property taxes for education. The portion of property taxes that would normally go to the Franklin Special School District

will be paid in full. The forecasted amount of revenue that will flow to schools is \$335,000 in the first year after expected project completion and totals \$10 million over a thirty-year term.

The Intangible Benefits of the Project

One of the intangible benefits of the Project is the quality of space that will be provided in the downtown area. Studies have shown that a boutique hotel in the downtown area is both viable and desirable. Visitors to Williamson County currently have no options to stay in the heart of Franklin. The addition of hotel availability downtown will remedy the current vacuum and provide an alternative for tourists interested in the historic Downtown and family members and guests that are visiting downtown residents. Another benefit is the expansion of residential opportunity in the downtown area. Many of those moving to Williamson County have expressed interest in living in the downtown core but have found few residential opportunities. The residential portion of the Project will address that need and provide up to 143 living spaces for employees whose jobs are in the downtown area. Many of the jobs that will be created by the Project are service industry jobs with low skill positions. However, the continuing commercial interests in the downtown area may create jobs that greatly benefit the dynamics of our increasing exposure to health care, financial, automotive, and design professions. A portion of the workforce for those jobs will, undoubtedly,

wish to live close to their employment, avoiding daily commuting and also enjoying the shops and restaurants of downtown Franklin.

Estimates of the average wage for the newly created jobs range from \$27,000 to \$96,000 per year. The types of skills required by these jobs would provide career paths for many of our citizens and their children.

Diversification of employment is another intangible. A mixed use facility like Harpeth Square allows the City and the County an opportunity to achieve some diversification of employment. This is healthy for the workforce in general, giving a wider variety of employment opportunities; diversification also ensures that losses in a single industry will not adversely affect the area as severely as they would otherwise.

The selection of an upscale, boutique hotel will give downtown Franklin and Williamson County another hotel and residential offering not available in many other locales. It reinforces the fact that Middle Tennessee is a terrific place to do business and that, in all of middle Tennessee, Williamson County is the most ideal environment. When searching for boutique hotels, every tourist or company travel agent will see the location: Franklin, Tennessee.

VI. Distribution of Property Taxes and Tax Increment Financing

a. Distribution of Taxes. Property taxes, including personal property taxes, imposed by the County and City on the property located within the Plan Area shall be allocated and distributed as provided in this subsection. The taxes

assessed by the County on the real and personal property within the Plan Area will be distributed as follows in accordance with Tenn. Code Ann. § 7-53-312(c):

i. The portion of the real and personal property taxes that were payable with respect to the Plan Area for the year prior to the date of approval of this Economic Impact Plan (the "Base Tax Amount") shall be allocated to and, as collected, paid to the County and City as all other taxes levied by the jurisdiction on all other properties; provided, however, that in any year in which the taxes on the property within the Plan Area are less than the Base Tax Amount, there shall be allocated and paid to the County and City only the taxes actually imposed.

ii. The excess of real and personal property taxes over the Base Tax Amount (the "TIF Revenues") shall be, as collected, paid into a separate fund of the Board, created to hold such payments until the tax proceeds in the fund are to be applied to pay debt service on the obligations (including any interest rate swap agreement) expected to be issued by the Board to pay the costs of acquiring the Project Site.

b. TIF Obligations. In order to pay for all or a portion of the costs of acquiring the Project Site, the Board intends to use the TIF Revenues to pay debt service on obligations (including any interest rate swap agreement) incurred to finance such costs. This tax increment financing will be structured as follows:

- i. The Board, in conjunction with the developer, will arrange financing for a parking garage of not to exceed \$10,000,000 through the issuance and sale of notes, bonds or other obligations of the Board and lease the facility to the developer. The Board shall pledge any and all TIF Revenues allocated to the Board pursuant to the specifications of this Economic Impact Plan to the payment of such notes, bonds or other obligations.
- ii. The proceeds of the notes, bonds or obligations shall be used to pay all or a portion of the costs of acquiring and constructing the garage, together with expenses of the Board in connection with the Project and the tax increment financing for a maximum period of ten (10) years from the date of completion of the Project.
- c. Time Period. Taxes on the real and personal property within the Project Area will be distributed as provided in this Section of the Economic Impact Plan for a period equal to the lesser of (a) the period that the tax increment financing described above is outstanding or (b) ten (10) years.
- d. Qualified Use. The Board and the County and City, by the adoption of this Plan find that the use of the TIF Revenues as described herein is in furtherance of promoting economic development in the City and that costs to be financed as described herein are costs of the Project.

VII. Approval Process

Pursuant to Tenn. Code Ann. § 7-53-312, the process for the approval of this Economic Impact Plan is as follows:

- a. The Board holds a public hearing relating to the proposed Economic Impact Plan after publishing notice of such hearing in a newspaper of general circulation in the County at least two (2) weeks prior to the date of the public hearing. The notice must include the time, place and purpose of the hearing as well as notice of how a map of the subject area may be viewed by the public. Following such public hearing, the Board may submit the Economic Impact Plan to the County and City for its approval.
- b. The governing body of the County and City must approve the Economic Impact Plan. The Economic Impact Plan may be approved by resolution of the governing body, whether or not the local charter provisions of the governing body provide otherwise.
- c. Once the Economic Impact Plan has been approved by the governing bodies, the clerk or other recording official of the County and City shall transmit the following to the appropriate tax assessors and taxing agency affected: (a) a copy of the description of the property within the Plan Area, and (b) a copy of the resolution approving the Economic Impact Plan.

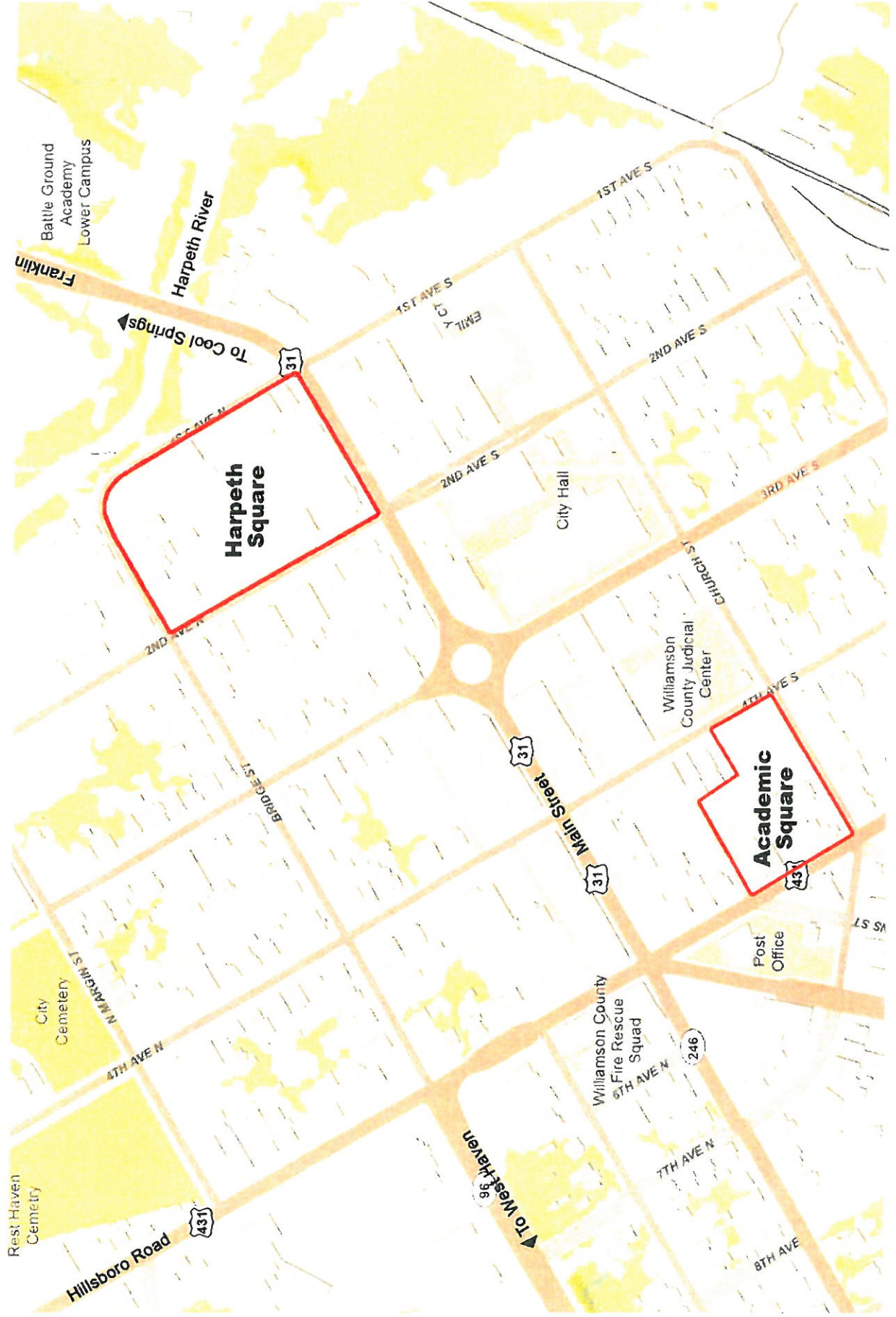
Exhibit A Parcels Proposed for Project Area

Parcel ID	Street Number	Property Address	OWNER	improvement value	land market value	total market value	City PT REVENUE	County PT REVENUE	FSSD PT REVENUE	Total Property Tax
078C-D-02300	107	First Avenue N	Shuff Family Partnership	\$247,600	\$320,000	\$567,600	\$923	\$4,541	\$2,219	\$7,683
078C-D-02301	109	First Avenue N	Harpeth Associates LLC	\$55,500	\$310,000	\$365,500	\$594	\$2,924	\$1,429	\$4,947
078C-D-02200	133	First Avenue N	Henry Well Drilling	\$41,500	\$250,000	\$291,500	\$474	\$2,332	\$1,140	\$3,946
078C-D-02400	104	E Main St	Republican HQ	\$168,200	\$150,000	\$318,200	\$517	\$2,546	\$1,244	\$4,307
078C-D-02600	114	Main St	Tomlin Family Properties	\$334,100	\$255,000	\$589,100	\$958	\$4,713	\$2,303	\$7,974
078C-D-01300	198	Main St	Bob Parks	\$1,092,600	\$1,440,000	\$2,532,600	\$4,118	\$20,261	\$9,902	\$34,281
078C-D-01400	112	Second Avenue N	Harpeth Associates LLC	\$287,300	\$169,000	\$456,300	\$742	\$3,650	\$1,784	\$6,176
078C-D-01500	122	Second Avenue N	Jaymar Development LLC	\$0	\$1,000,000	\$1,000,000	\$1,626	\$8,000	\$3,910	\$13,536
078C-D-01600	134	Second Avenue N	Danmark Company	\$280,000	\$639,000	\$919,000	\$1,494	\$7,352	\$3,593	\$12,440
078C-D-01700	142	Second Avenue N	Pat Hayes	\$237,500	\$154,000	\$391,500	\$637	\$3,132	\$1,531	\$5,299
078C-D-01800	144	Second Avenue N	Entrust Tennessee Inc	\$172,800	\$125,000	\$297,800	\$484	\$2,382	\$1,164	\$4,031
078C-D-02000	111	Bridge Street	Sharon R Haynes	\$136,800	\$161,000	\$297,800	\$484	\$2,382	\$1,164	\$4,031
Current state (as of 2015)				\$0	\$0	\$0	\$0	\$0	\$0	\$0
				\$3,053,900	\$4,973,000	\$8,026,900	\$13,052	\$64,215	\$31,385	\$108,652
Taxes at full build out						\$80,000,000	\$130,080	\$640,000	\$335,200	\$1,105,280
Less garage						\$9,000,000				
Net Taxes at full build out						\$71,000,000	\$115,446	\$568,000	\$277,468	\$960,914
Tax % non-exempt							42%	42%	0%	
Available for Tax Increment Financing							\$48,487	\$238,560	\$0	\$287,047

Exhibit A Parcels Proposed for Project Area

Parcel ID	Street Number	Property Address	OWNER	Improvement value	land market value	total market value	City PT REVENUE	County PT REVENUE	FSSD PT REVENUE	Total Property Tax
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078C-D-02301	109	First Avenue N	Harpeth Associates LLC	\$55,500	\$310,000	\$365,500	\$594	\$2,924	\$1,429	\$4,947
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078C-D-02400	104	E Main St	Republican HQ	\$168,200	\$150,000	\$318,200	\$517	\$2,546	\$1,244	\$4,307
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078C-D-01500	122	Second Avenue N	Jaymar Development LLC	\$0	\$1,000,000	\$1,000,000	\$1,626	\$8,000	\$3,910	\$13,536
078C-D-01600	134	Second Avenue N	Danmark Company	\$280,000	\$639,000	\$919,000	\$1,494	\$7,352	\$3,593	\$12,440
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078C-D-01800	144	Second Avenue N	Entrust Tennessee Inc	\$172,800	\$125,000	\$297,800	\$484	\$2,382	\$1,164	\$4,031
078C-D-02000	111	Bridge Street	Sharon R Haynes	\$136,800	\$161,000	\$297,800	\$484	\$2,382	\$1,164	\$4,031
Current state (as of 2015)				\$0	\$0	\$0	\$0	\$0	\$0	\$0
				\$3,053,900	\$4,973,000	\$8,026,900	\$13,052	\$64,215	\$31,385	\$108,652
Taxes at full build out						\$80,000,000	\$130,080	\$640,000	\$335,200	\$1,105,280
Less garage						\$0				
Net Taxes at full build out						\$80,000,000	\$130,080	\$640,000	\$312,640	\$1,082,720
Tax % non-exempt							42%	42%	0%	
Available for Tax Increment Financing							\$54,634	\$268,800	\$0	\$323,434

HISTORIC DOWNTOWN FRANKLIN



Harpeth Square Property Map

1st Ave

Bridge Street

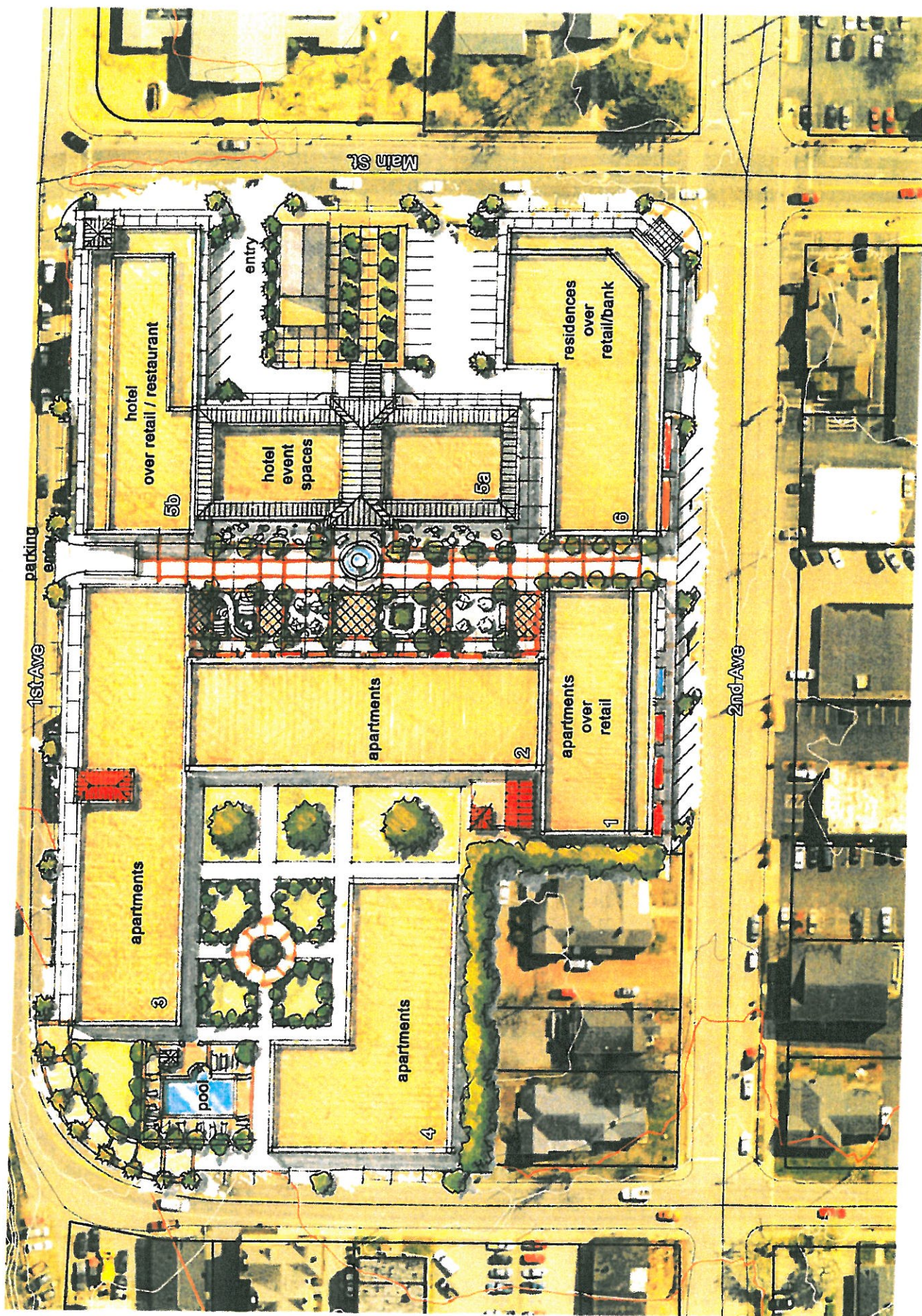
Main Street

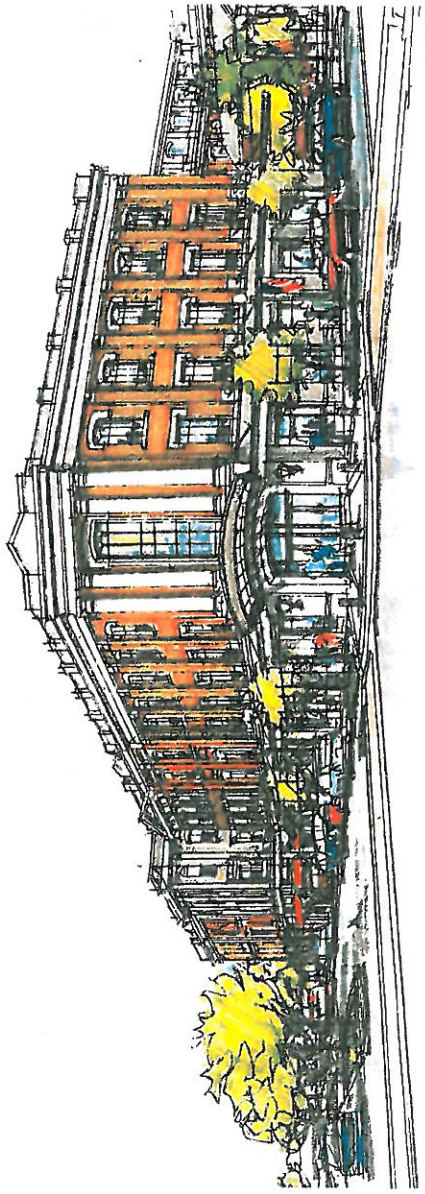
2nd Ave

May 8

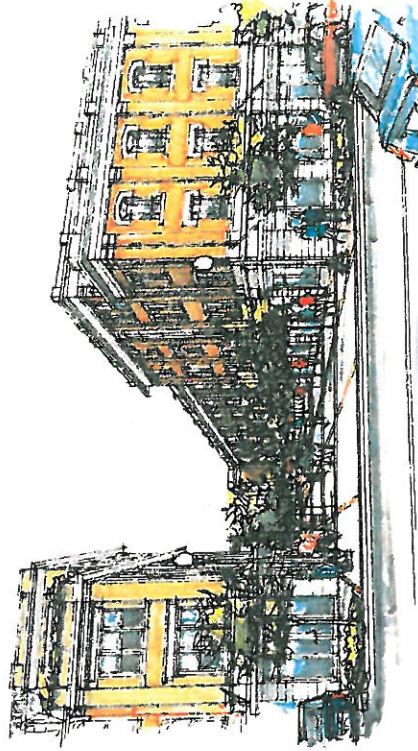


HARPETH SQUARE





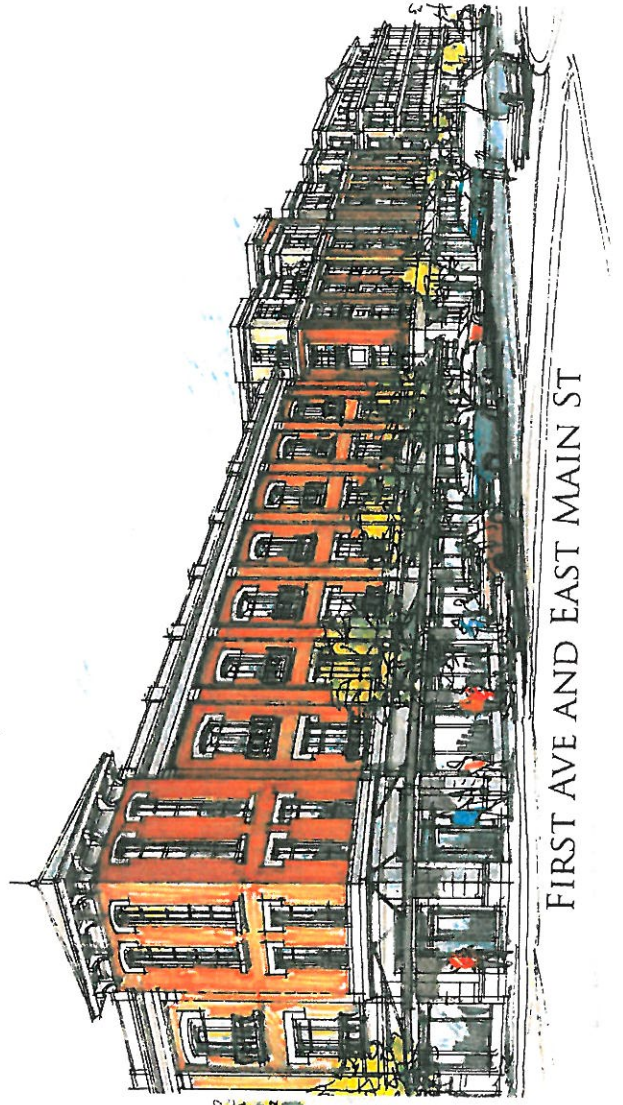
SECOND AVE AND EAST MAIN ST



PLAZA ENTRANCE



SECOND AVE



FIRST AVE AND EAST MAIN ST

THE TENNESSEAN

April 24, 2013

Big plans for hotel, retail, more could reshape downtown Franklin

Project depends on city's commitment to build river walk, parking structure

By Kevin Walters
| *The Tennessean*

Nearly an entire city block of downtown Franklin near the Harpeth River could get a more than \$80 million boost next spring if developers can build a mixed-use development anchored by a boutique hotel, and the city can raise money to construct a miles-long river walk and add hundreds of parking spaces.

The property has been staked since 2001 in a vacant two-acre Second Avenue lot. Developers at Harpeth Associates LLC stepped up their buying pace last year along First and Second avenues between Main and Bridge streets while raising questions and speculation among neighboring landowners.

The site is just a block from Franklin's picturesque town square, but at present is anything but picturesque.

"The missing link in downtown Franklin was between the (Public) Square and the river," said Joel Tomlin, owner of Landmark Booksellers, who sold part of his land to the group. "If you look over this block right now, you've got a mish-mash of older buildings. ... In my opinion it will be a huge improvement."

So far, the group owns five parcels, including the Cadence Bank building and Henry Drilling Co., or about 90 percent of the block totaling about 4.5 acres or 193,000 square feet.

Next, Harpeth Associates LLC principals Rod Heller and Jay Franks will meet with city leaders to gauge support for what would be the largest private investment seen in downtown Franklin in decades.

While their plans are drawing early support from merchants and city officials, they come at a daunting time for Franklin leaders, who face numerous expensive spending choices about upgrading city infrastructure in the next year.

In an exclusive interview with The Tennessean, Heller and Franks said their plan will ensure continued interest in Franklin's historic downtown as growth ramps up in the city's commercial areas along Interstate 65, north in Cool Springs and further south in Berry Farms.

"Franklin, to us, is a totally unique place," said Heller, who was instrumental in supporting the city's Civil War park near Carnton Plantation. "My fear is that Franklin, if it's not careful, is going to be swallowed up by Cool Springs and Berry Farms. It needs to retain its separate identity and vitality as an entity. I think having this hotel and residential component will help do it."

City has been biggest investor

For years, improvements in Franklin's 15-block downtown area have won national attention and accolades, though new, wide-scale private investment in the area has not been as prevalent as public investment.

For example, the city has spent about \$8 million on recent streetscape improvements and is spending millions more widening and beautifying Hillsboro Road and extending Third Avenue.

Harpeth Associates' plan would potentially overhaul an entire block that today has a vacant lot as its most striking characteristic.

Developers say they can attract a boutique hotel developer to their site, build 225 new condominiums and apartments and pair them with a 40,000- to 50,000-square-foot retail space and a new restaurant. The entire development, which would start next spring, would fit downtown's historic style.

A longtime Franklin builder and developer, Franks, who acquired the first two acres in 2001, said the project would be a decades-long investment for Harpeth Associates.

"Most of the developers are looking for three or four years and making a return, and getting out of it and moving to the next," Franks said. "(Heller's) insistence from day one has been, 'What do you want Franklin to be 20 to 25 years out?'"

Mary Pearce, executive director of the Heritage Foundation of Franklin and Williamson County, sees the Second Avenue development as having an impact on downtown that's similar to the first "streetscape" project that revitalized Main Street.

"It has all the elements of that kind of a project coming together and that has a tremendous impact," Pearce said.

City must participate

But Heller and Franks say they will hold off making any further investment until they get a financial commitment from Franklin.

They want Franklin to build a river walk along a roughly five-mile portion of the Harpeth River, starting near Carnton Plantation and following the river through downtown Franklin near Second Avenue and going on to Bicentennial Park. Additionally, they want the city to commit to adding 500 public parking spaces.

There are no cost estimates for those projects, but a 336-space, city-owned garage on Fourth Avenue cost \$4 million when it opened in 2004.

Though city officials like Mayor Ken Moore and Alderman Margaret Martin expressed their early interest, they tempered their enthusiasm because of the unknowns about what a river walk and new parking structure might cost.

Calling the Harpeth River "an underutilized asset," Moore said a river walk would bring people more in contact with a local natural resource, though he wants more details about its cost.

"I'm willing to explore increasing the parking in downtown Franklin, and I certainly have an interest in a river walk," Moore said.

Before Franklin spends any money, the city must complete a cost analysis to determine what it would gain in new jobs as well as property and sales taxes for investing so heavily, said Tom Frye, CBRE commercial real-estate managing director.

"What kind of tax revenues are they going to get from this? What's this thing going to cost us over time?" Frye said.

City Administrator Eric Stuckey raised the idea of creating a tax-increment financing deal, if possible, that would set aside a portion of future taxes from the new development to help pay for a new parking structure.

But Stuckey said he was still gathering details about the project and how a deal might be structured.

"Whenever you have serious developers looking at an investment of that magnitude, that's something that captures your interest and you want to work through the process," Stuckey said.

Harpeth Associates probably will make a presentation about the Second Avenue development in May or June.

Additional Facts

About the project

Harpeth Associates LLC proposal includes:

- 100-room boutique hotel that "will reflect the unique, historic nature" of Franklin
 - More than 225 residential units mixing condominiums and apartments
 - More than 40,000 square feet of retail
 - Project costs (yet to be finalized) between \$80 million and \$90 million
-

SUMMARY OF RECOMMENDATIONS		
Type	Description	Term
Hill Property		
PR	Maintain City ownership of the site	Short
IM	Limited low-scale, community-oriented development; options include: • Community center • Welcome or visitor center • Parking for the adjacent cemeteries, special events & Bicentennial Park • Expansion of adjacent cemeteries • Park, passive open space, and/or trailhead • Gateway feature	Long
IM		Long
IM		Medium
IM		Long
IM		Short
IM		Short
PR	Development must respect/complement adjacent historic cemeteries	Mixed
Bicentennial Park Area		
IM	Complete remaining park improvements	Mixed
IM	Purchase remaining privately owned properties	Medium
IM	Include additional amenities; options include: • Amphitheater • Additional parking for adjacent cemeteries • Splash park • Additional trails to connect to existing trails/sidewalks • Relocate downtown special events to the site • Enhance connectivity to and use of the river via trails, livery, etc. • Relocate the farmers market to the old Durango boot factory • Increase the frequency of the farmers market • Trailhead(s)	Long
IM		Medium
IM		Long
IM		Mixed
IM		Short
IM		Mixed
IM		Short
IM		Short
IM		Medium
IM	Retrofit bollard at east end of Margin Street for easier emergency access	Short
IM	French's Property: • Purchase/lease property for public parking to access cemeteries/park • Beautify French's parking lot	Medium
IM	Uses for City-Owned Properties along 5 th Ave (in this area); options: • Demolish remaining structures • Install additional parking for cemeteries/park • Add transit stop • Add a trailhead • Install a gateway feature	Medium
IM		Short
IM		Short
IM		Short
IM		Medium
IM	Medium	
East of 5 th Avenue, South of Margin		
PR	Properties fronting 5 th Ave - revise City zoning ordinances to: • Expand permitted non-residential uses • Prohibit auto-oriented uses currently allowed in this area • Revise setbacks to require buildings to be closer to the street • Require cross-access easements and encourage shared parking • Require corner properties to provide access only from the side street • Require moving parking behind the buildings when properties redevelop • Require new buildings to meet/exceed the floodplain requirements • Prohibit parking that requires vehicles to back directly out onto 5th Ave	Short
PR		Short
PR		Short
PR		Short
PR		Short
PR		Short
PR		Short
PR		Short
PR		Short

OVERVIEW



Hill Property- City Facility

Hill Property

The City owns property located on a mound adjacent to two African American cemeteries near Mount Hope Road and 5th Avenue North. The building on the property is currently used as a city administrative facility for water treatment. It is massed on 4.2 acres. The City is committed to removing the structure and is considering more appropriate development on the site. There were several alternative suggestions made during input sessions for this site. Possible uses include a new city hall, low-scale residential, entertainment district, retail/commercial, visitors center, community center, parking, open space. However, repeatedly, citizens insisted that any new development must respect the integrity of the adjacent cemeteries and not infringe upon the accessibility or physical/social context of the Hard Bargain neighborhood or cemeteries.

POLICY RECOMMENDATIONS

1. Utilize this Parcel for Open Space

Other than the two, privately-owned African American cemeteries to the west of the "Hill Property", there are no parks, trails, or other greenway facilities in this sub area. Additionally, unless the "Hill Property" remains in public ownership, any new recreation or open space facilities in this sub-area would be isolated and would not directly connect to existing or proposed facilities.

2. Encourage Low-Scale/Low-Impact Public Uses
3. Enforce Compliance with Floodplain Regulations
4. Ensure No Impact on Surrounding Historic Cemeteries

IMPLEMENTATION MEASURES

1. Construct an Interpretive or Visitor's Center/ Architectural Gateway Feature

The Hill property presents a unique opportunity to consider a wide range of redevelopment (or no development) strategies. Unlike most of the sites in the study area, this city-owned property is one of the only substantial sized sites not in the flood plain. It also has the distinction of being the site that is most visually prominent as one approaches the Downtown core from the north and understandably it is the site that has the most development pressure. That said, the site does have several constraints that would make it challenging to develop in any substantial manner. Although the site is elevated above the flood plain, access to it or from it would not be safe from a flood condition. Also the eastern side of the hill has been cut into and supported with a 25'-to 30' retaining wall. Circulation and parking for any sizeable development on the Hill property may render a proposed project less economically feasible. Another condition that requires some sensitivity is the adjacent cemeteries, one of which is on the National Registry for Historic Places.

Based on the conditions outlined previously, **it is recommended that the site be targeted for low scale community oriented development.** It was suggested on numerous occasions that this site should accommodate a welcome/ visitors / Franklin interpretive center or gateway marker for the City with the latter being a reoccurring theme amongst different stakeholder groups. These ideas not only would be suitable for the site but would also address the issue of a physical marker needed to denote the entry into the downtown historic core. Additionally, a smaller scaled project would lessen potential visual impacts associated with the retaining wall combined with a substantial structure looming overhead.

CHARACTER AREAS

SPECIAL AREA 9

The New Hwy 96 W/5th Avenue N Key Area encompasses the entirety of Special Area 9.

Key Area –New Highway 96 West/5th Avenue N

This area represents an important corridor leading into the historic downtown core. The community desires to improve upon the area and transform the character of the built environment to promote a vibrant downtown core while protecting the residential character of the surrounding areas.

Most of these properties are located within the 100-year floodplain and have redevelopment constraints due to local and Federal floodplain regulations that are intended to protect against significant risk of life and property. Much of this area was developed prior to these regulations.



5th Avenue

In certain instances, local restrictions should be given flexibility in order to support and enhance community-valued resources. A study was completed by the American Planning Association Community Planning Assistance Team (CPAT) that provided recommendations for this gateway into historic downtown Franklin: both redevelopment of commercial uses in the shallower floodplain and conservation of the deeper floodway fringe and floodway. This FLUP reflects those recommendations. Because the topography changes significantly across this small geographical area, recommendations have been broken down at the block and mid-block level.

5th Avenue N between N Margin St/Mt Hope St and Del Rio Pike

Much of this area is located in the deeper floodplain and floodway and properties should be preserved as open space so that they may serve as storm water capacity during flood events and reduce risk to life safety.

New uses for the “hill property” should be limited to low-scale, low-impact public uses that respect the adjacent historic cemetery. If the BOMA decides to declare this property surplus, low-scale commercial and civic/institutional uses would be appropriate.

5th Avenue N between New Highway 96 W/Bridge St and N Margin St/Mt Hope St

This area is currently underutilized in terms of development potential. Future redevelopment should follow standards for traditional areas and meet the City’s floodplain construction standards. Commercial, retail, and civic/institutional uses should be concentrated in this area.

Land aggregation and redevelopment of properties of a half block size or greater is highly encouraged in order to achieve the development form recommendations of this Key Area. Shared parking site design and shared parking agreements are also highly encouraged. Additional street and pedestrian interconnectivity should better integrate the site with the existing network. Flat roofs with parapet walls are recommended with the intent to de-emphasize the overall building height. Zero side yard setbacks with architectural features

Administration

City of Franklin, TN

FY 2010 - 2014 CIP

Project Name:

Water/Streets/Fleet Facility

Department Division:

Administration

Project Number:

General - Stormwater - Water

Estimated Start Date:

FY 2010

Estimated Date of Completion:

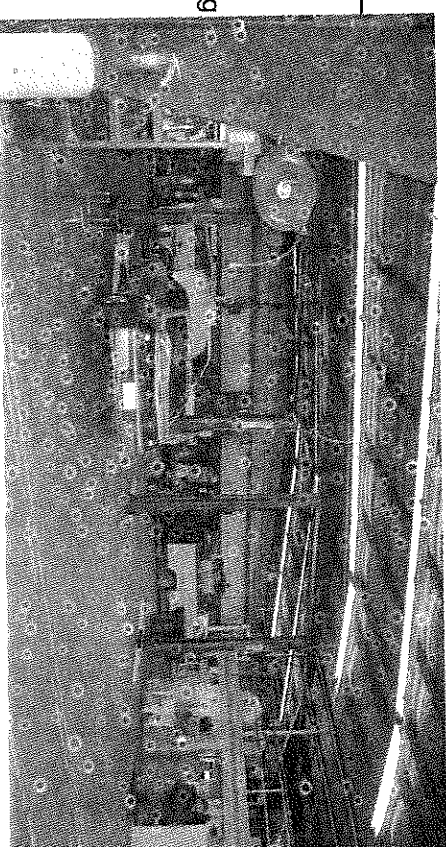
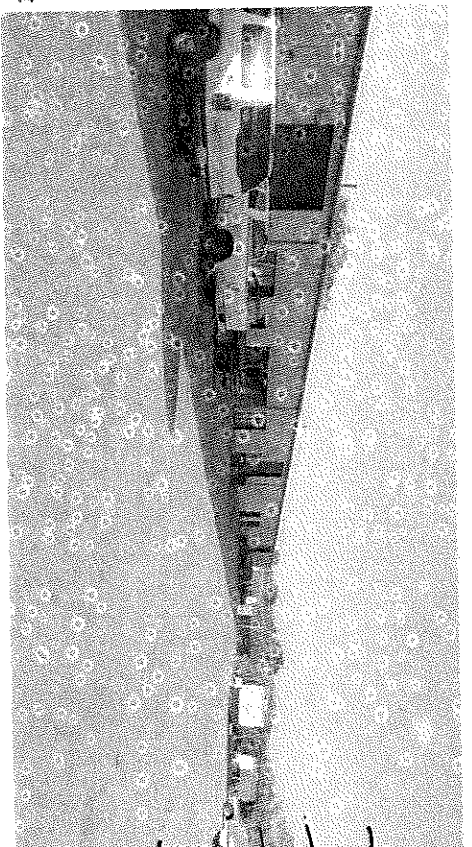
FY 2012

Description:

The purpose of this project is to acquire the former 84 Lumber property located on south Columbia Avenue for a future Public Works Facility. Over the course of several years, the Water Department, Street Department, and Fleet Division would re-locate their existing office and field operations to this property. The most immediate need is for the Water Department and Fleet Division to vacate the "Hill" because of out-dated, inefficient facilities. The re-location of the Street Department from their current Southeast Parkway location would be predicated on funding for renovations.

Impact on Operation Budget:

To be determined. After purchasing the property, a comprehensive needs assessment and site plan will be completed. Based on available staff resources, it is anticipated City employees will perform some of the initial improvements to re-locate the Water Department and Fleet Division. The timing of future improvements will be determined. Additionally, the BOMA has the option of declaring the two vacated properties surplus and sold through sealed bid to offset the initial investment.



EXPENDITURES	Prior Years		FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Totals
Land			\$0	\$3,000,000	\$0	\$0	\$0	\$3,000,000
Professional Services			\$0	\$150,000	\$0	\$0	\$0	\$150,000
Construction / Improvements			\$0	\$250,000	\$250,000	\$250,000	\$250,000	\$1,000,000
Utility Relocation			\$0	\$0	\$0	\$0	\$0	\$0
TOTAL			\$0	\$0	\$0	\$0	\$0	\$4,150,000

REVENUES	Prior Years		FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	Totals
General Fund			\$0	\$0	\$0	\$0	\$0	\$0
Bond Fund			\$0	\$0	\$0	\$0	\$0	\$0
Special Funds			\$0	\$0	\$0	\$0	\$0	\$0
TOTAL			\$0	\$0	\$0	\$0	\$0	\$0



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RESTRICTED USE APPRAISAL REPORT

THE FOLLOWING REPORT IS INTENDED TO COMPLY WITH THE REQUIREMENTS SET FORTH UNDER THE FINANCIAL INSTITUTIONS REFORM, RECOVERY, AND ENFORCEMENT ACT (FIRREA), THE INTERAGENCY APPRAISAL AND EVALUATION GUIDELINES, EFFECTIVE DECEMBER 10, 2010, AND THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP), EFFECTIVE JANUARY 1, 2014. THIS REPORT IS INTENDED FOR INTERNAL USE ONLY BY THE STATED CLIENT/INTENDED USER. THE APPRAISER'S OPINIONS AND CONCLUSIONS SET FORTH IN THE REPORT MAY NOT BE UNDERSTOOD PROPERLY WITHOUT ADDITIONAL INFORMATION RETAINED IN THE APPRAISER'S WORK FILE. B.G. JONES & COMPANY IS NOT LIABLE FOR ANY UNAUTHORIZED USE OF THIS REPORT.

PROJECT/JOB ID No.	N/a
PROPERTY NAME	City of Franklin Solid Waste Department
PROPERTY ADDRESS	403 & 405 5th Avenue N
CITY/COUNTY	Franklin / Williamson County
STATE	TN
CLIENT/INTENDED USER	City of Franklin
INTENDED USE	Determination of market value for potential sale
PURPOSE OF REPORT	To estimate the as is market value of the subject property.
EFFECTIVE DATE OF VALUATION	5/22/2015
DATE OF REPORT	5/27/2015
PROPERTY RIGHTS APPRAISED	Fee Simple Estate

VALUATION CONCLUSION

AS IS MARKET VALUE AS IF RM-10:	\$1,820,000.00
AS IS MARKET VALUE AS IF RM-20:	\$2,190,000.00
MARKETING TIME:	12 months or less
EXPOSURE TIME:	12 months or less

SCOPE OF WORK

At the request of the client, only the most applicable approach to value was performed. Given the characteristics of the subject property, the sales comparison approach is considered the most applicable approach to value. The quantity and quality of data was sufficient to render a credible value conclusion.

- Performed an inspection of the property
- Performed a level A market analysis
- Gathered & analyzed data to determine the highest & best use of the property, as vacant
- Gathered & analyzed data to determine the highest & best use of the property, as improved
- Gathered sales of comparable properties
- Analyzed any furnished information and data gathered to arrive at a value conclusion of the subject property
- Estimated the marketing time and exposure period

DEFINITION OF MARKET VALUE

“Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both Parties are well informed or well advised, and acting in what they consider to be their own best interests;
3. A reasonable time is allowed for exposure to the open market;
4. Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and
5. The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.” – Source: 12 CFR 34.42 (g).

ASSIGNMENT CONDITIONS/SIGNIFICANT OBSERVATIONS & LIMITING CONDITIONS

The subject property is currently zoned CI (Civic and Institutional). According to the City of Franklin, the current owner of the property, the property would be rezoned to either RM-10 or RM-20 in the event of a sale. At the request of the city, the property has been appraised under each of the two provided scenarios. The values contained herein are based on the extraordinary assumption that the property could be rezoned to each of the respective zonings.



An interior inspection of Building 1 was unavailable to the appraiser at the time of inspection, though some limited visibility was provided from the exterior windows. This appraisal is subject to the extraordinary assumption that the interior condition of Building 1 is consistent with what was visible from the exterior of the structure.

A survey was not provided of the property. Based on the client's direction, tax records were utilized for the subject's land area.

This report is not subject to any additional extraordinary assumptions or hypothetical conditions. The use of extraordinary assumptions or hypothetical conditions may have an effect on assignment results.

IDENTIFICATION OF REAL ESTATE

Property Name: City of Franklin Solid Waste Department

Address: 403 & 405 5th Avenue N

City: Franklin

County: Williamson

State: TN

Zip: 37064

Map/Parcel: 63N-D/19 & 20.01

Legal Description: N/a

PROPERTY DESCRIPTION

Land Area (Ac.): 5.58

Land Area (SF): 243,025

Source of Land Area: Tax Records

Shape: Irregular

Topography: Mostly level to gently sloping/Steep

Vegetation: Mostly Cleared

Frontage: Primary

Access: Average

Utilities: All available

FEMA Flood Map/Date of Last Revision: 47187C0192F / 9/29/2006

Floodplain Encumbrance: Partial - Slight to Moderate

FEMA Flood Zone Designation(s):

Special Flood Hazard Areas – High Risk

☒ Zone AE, A1-A30 – Areas subject to inundation by the 1-percent-annual change flood event.

Moderate and Minimal Risk Areas

☒ Zone B, X (shaded) – Moderate risk areas within the 0.2-percent-annual-chance floodplain, areas of 1-percent-annual-chance flooding where average depths are less than 1 foot, areas of 1-percent-annual-chance flooding where the contributing drainage area is less than 1 square mile, and areas protected from the 1-percent-annual-chance flood by a levee.

☒ Zone C, X (unshaded) – Minimal risk areas outside the 1-percent and 0.2-percent-annual-chance floodplains.

Other Significant Easements/Encumbrances: N/a

Building Type: Office/Warehouse

Exterior Construction: Corrugated Metal

Building Size (SF): 27,040

Building Year Built: N/a

Secondary Improvements: Approximately 125,000 SF of asphalt paving in need of resurfacing, guard rail fence along 5th Avenue N, and a retaining wall along 5th Avenue N.

Overall Construction Quality: Average

Overall Property Condition: Average

Source of Bldg. Area: Measurement

FAR: 0.11

Current Use: Vacant

Projected Use: Redevelopment

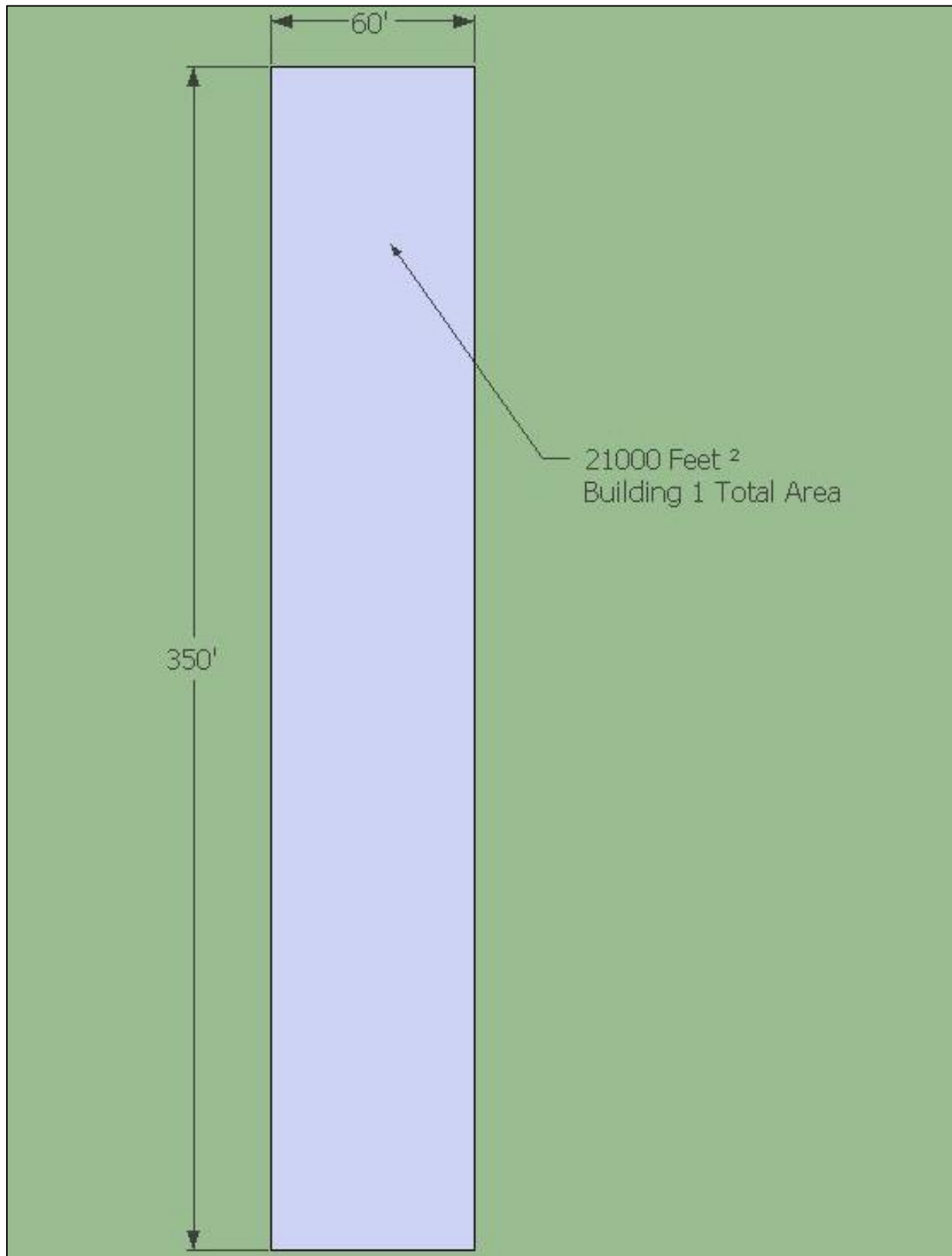
Zoning: CI

Zoning Compliance: Non-Legally Conforming

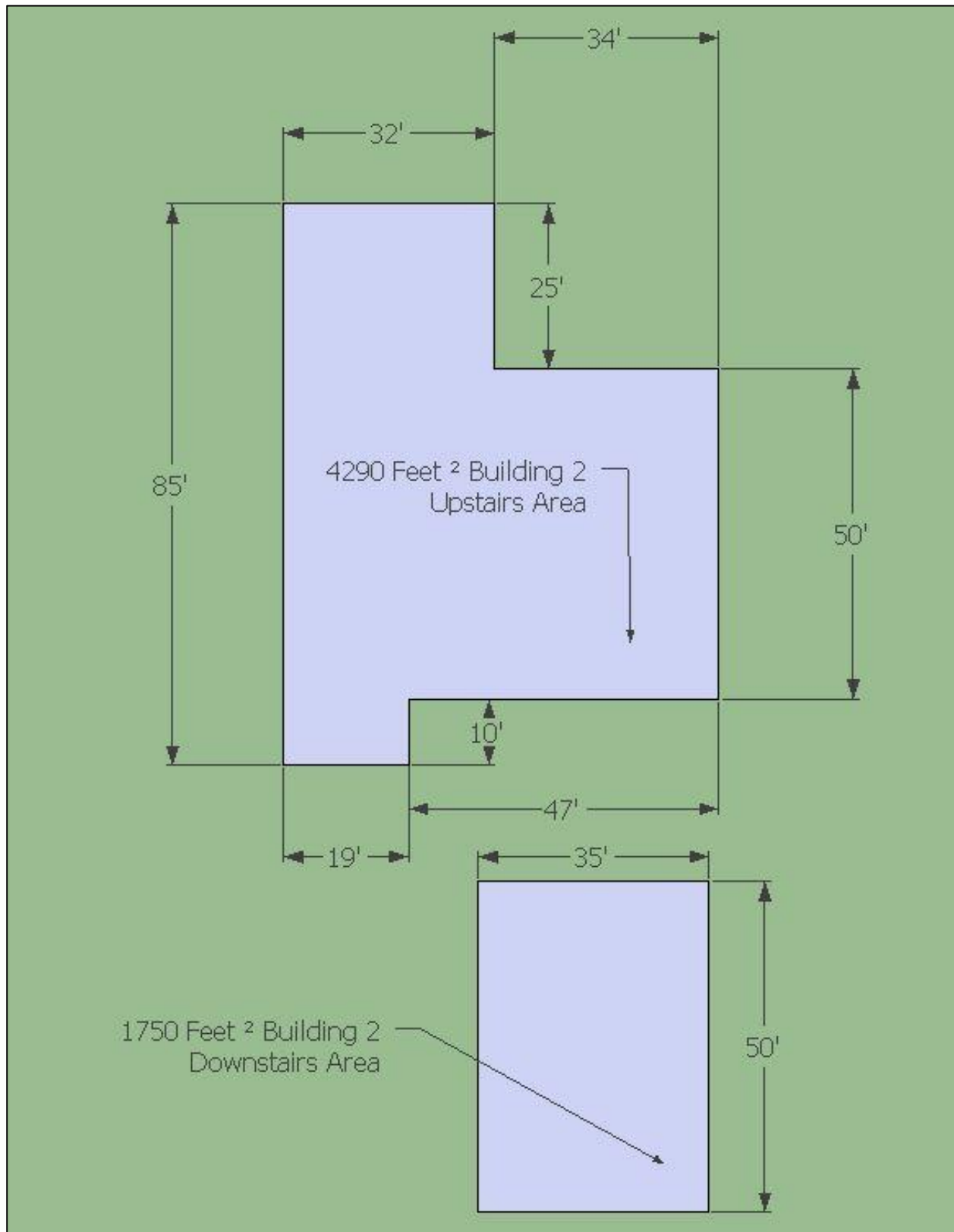
Additional Comments: The subject site is currently improved with two industrial buildings consisting of approximately 27,040 SF of building area. The building finishes consist of corrugated metal ceiling and walls, concrete slab flooring, minimal finished space, and adequate lighting. Building 2 is split level, with access available from an asphalt lot off of 5th Avenue N and from the southeast side of the property on top of the hill. The southeastern corner of the site is at grade with 5th Ave N, rising in elevation moving away from the road frontage along the access drive to an existing ridge, whereby the topography consists of mostly level to gently sloping terrain. The finished area of Building 1 is unknown; however, building two features 190 SF of office space located on the top floor. The buildings are in average condition, given their age. The exact year of completion of each of the improvements is unknown. The eve height of Building 1 is 16 feet. The eve height of Building 2 upstairs is 22' while the downstairs eve height for Building 2 is 19'.

Ancillary site improvements consist of approximately 125,000 SF of asphalt paving that needs to be resurfaced, and a guardrail fence that extends along a retaining wall positioned along the 5th Avenue N road frontage.

BUILDING SKETCH – BUILDING 1



BUILDING SKETCH – BUILDING 2



OWNERSHIP/PREVIOUS SALE DATA

Current Owner: City of Franklin

Prior Sale Date: N/a

Prior Sale Price: N/a

Prior Sale Price/SF: N/a

Is Prior Sale Arm's Length?: N/a

Comments/Other recent sales:

There have been no transfers of the property over the past five years.

PROPERTY TAXES

The subject property is currently tax exempt, and has not been appraised for tax purposes.

LOCATION DESCRIPTION/MARKET ANALYSIS

The subject property is located along the southwestern side of 5th Avenue North (Hillsboro Road) in Franklin, Williamson County, Tennessee. Williamson County is one of thirteen counties that comprise the Nashville-Davidson-Murfreesboro-Franklin metropolitan statistical area (MSA), which is among the largest and fastest-growing in the southeastern United States with nearly 2 million residents. Franklin is the largest city in Williamson County with a 2010 US census population of just over 60,000, and serves as the county seat. Due to an extensive network of linkages traversing the area, particularly Interstate 65, north-central Williamson County is highly accessible from bordering Metropolitan Davidson County, and Franklin is generally described as a satellite city of Nashville. Nashville, the anchor city of the MSA, is a second-tier municipality located at the junction of three major interstates (I-24, I-65, and I-40), and is a significant and rapidly expanding economic hub that is centered on the health care, music, publishing, and financial sectors.

Demographic Study Area/Neighborhood: City of Franklin

Current Population: 69,563

Population Trend: Increasing

Current Median Household Income: \$92,278.00

Household Income Trend: Increasing

Neighborhood Character: Suburban

Neighborhood Life-Cycle Stage: Growth

HIGHEST AND BEST USE CONCLUSION

Highest & Best Use – As Vacant: Multi-Family Development

Highest & Best Use – As Improved: Multi-Family Redevelopment

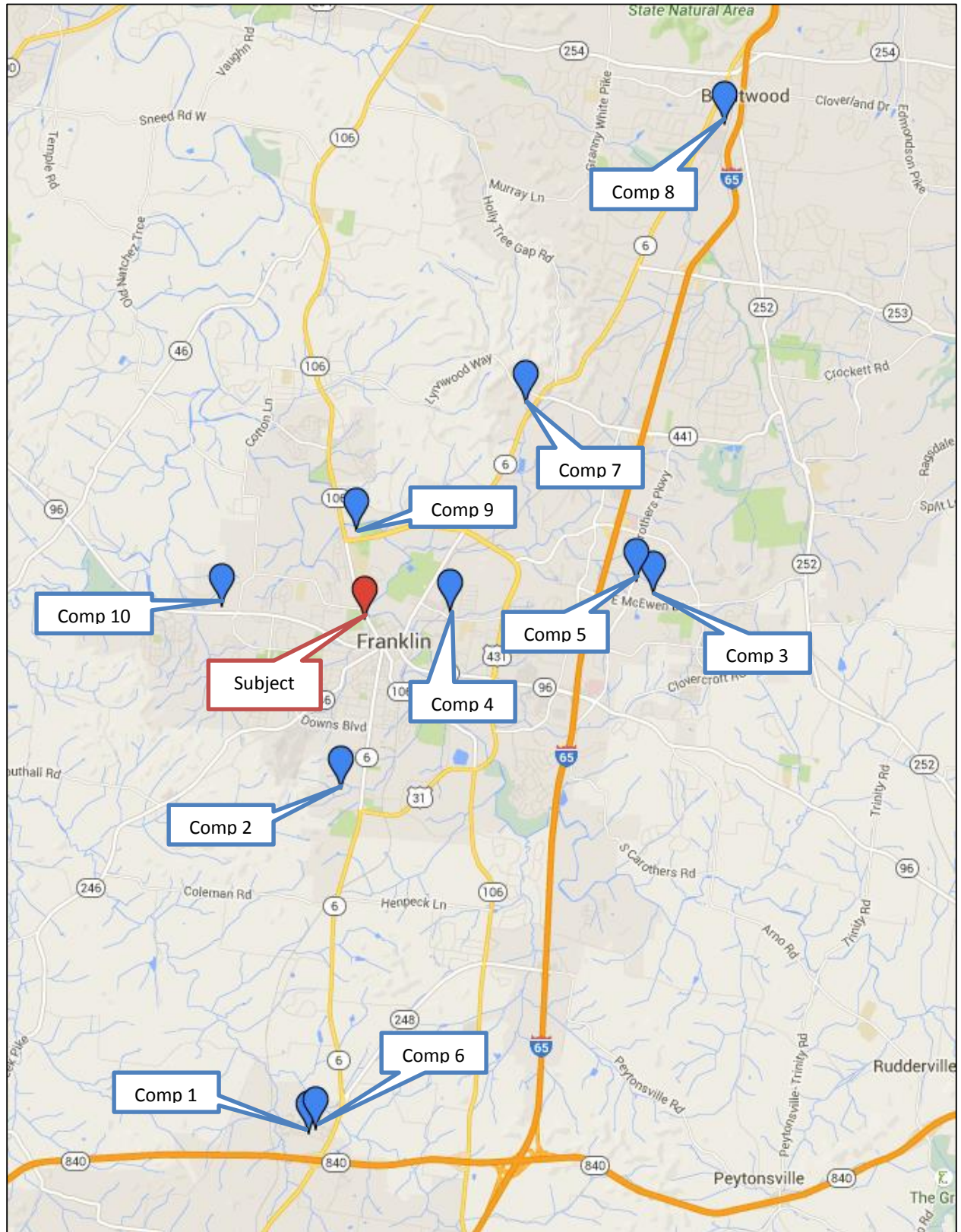
SALE COMPARABLES

	Comp 1	Comp 2	Comp 3	Comp 4
Address	Newark Lane & Bungalow Drive	2000 Shadow Green Drive	E McEwen Drive & Resource Parkway	Liberty Park
City/County	Thompsons Station/Williamson	Franklin/Williamson	Franklin/Williamson	Franklin/Williamson
State	TN	TN	TN	TN
Map/Parcel	132I-G/20 & part of 132/1	90/26.18 & 26.20	62/14.08, 14.10, 14.11	64L-A/39 & 39.001
Sale Date	4-8/2013	3/29/2012	10/26/2010	6/30/2011
Sale Price	\$1,025,000	\$2,400,000	\$6,420,000	\$2,616,000
Grantor	MBSC TN Homebuilder, LLC	Geoffrey W. Fields, Etux	Crescent Cool Springs Multifamily, LLC	Pinnacle National Bank
Grantee	E. Phillips Development, LLC	SWHR Shadow Green, LLC	Mid-America Apartments, LP	Bell Jamison Partners, LLC
Financing	Typical	Typical	Typical	Typical
Conditions of Sale	Typical	Typical	Typical	REO
Site Area (Acre)	5.76	18.63	38.51	12.81
Site Area (SF)	250,827	811,338	1,677,626	558,047
Floodplain	None	None	None	Partial
Unit Count	51	196	428	218
Density	8.86	10.52	11.11	17.02
Zoning	H	ML	RX	ML
Price per Acre	\$178,007	\$128,824	\$166,697	\$204,200
Price per SF	\$4.09	\$2.96	\$3.83	\$4.69
Price per Unit	\$20,098	\$12,245	\$15,000	\$12,000

	Comp 5	Comp 6	Comp 7
Address	Carothers Parkway	Columbia Park	1340 & 1310 Moher Boulevard and Ambleside Way
City/County	Franklin/Williamson	Thompsons Station/Williamson	Franklin/Williamson
State	TN	TN	TN
Map/Parcel	62/14	Part of 132/1	36/51.08, 51.09, & 51.10 and 53/3.02, 3.03, & part of 3.04
Sale Date	6/28/2013	12/23/2014	10/7/2010
Sale Price	\$5,040,000	\$2,175,000	\$3,514,834
Grantor	Crescent Communities, LLC	MBSC TN Homebuilders, LLC	Gateway Village Development, Inc.
Grantee	GGT Crescent Cool Springs TN Venture, LLC	Vintage Tollgate, LLC	SREP Camden Associates, LLC
Financing	Typical	Typical	Typical
Conditions of Sale	Typical	Typical	Typical
Site Area (Acre)	13.52	9.46	8.80
Site Area (SF)	588,736	411,880	383,389
Floodplain	None	None	None
Unit Count	252	191	186
Density	18.64	20.19	21.14
Zoning	GC	H	ML
Price per Acre	\$372,781	\$229,915	\$399,413
Price per SF	\$8.56	\$5.28	\$9.17
Price per Unit	\$20,000	\$11,387	\$18,897

	Comp 8	Comp 9	Comp 10
Address	300 Centerview Drive	Mack Hatcher Parkway	New Highway 96 W
City/County	Brentwood/Williamson	Franklin/Williamson	Franklin/Williamson
State	TN	TN	TN
Map/Parcel	11/14.11	63/16 & 15.02	64/19
Sale Date	8/30/2011	3/14/2012	6/17/2014
Sale Price	6224950	\$2,500,000	\$1,129,756
Grantor	Sonia Smithson and Brent Campbell	Mack Hatcher Retail Partners, LLC	Franklin Christian Academy, Inc.
Grantee	The Northwestern Mutual Life Insurance Co.	Hearth at Franklin, LLC	Harpeth Medical Investors, LLC
Financing	Typical	Typical	Typical
Conditions of Sale	Typical	Typical	Typical
Site Area (Acre)	7.04	7.80	13.51
Site Area (SF)	306365	339,654	588,459
Floodplain	None	Mostly	None
Unit Count	393	N/a	N/a
Density	55.8	N/a	N/a
Zoning	C-4	GC	CI
Price per Acre	\$884,226	\$320,513	\$83,624
Price per SF	\$20.32	\$7.36	\$1.92
Price per Unit	\$15,840	N/a	N/a

MAP



VALUATION ANALYSIS: RM-10
Sales Adjustment Grid – Price per SF Adjustments

	1	2	3	4	5	6	7	8	9	10
\$/Acre	\$178,007	\$128,824	\$166,697	\$204,200	\$372,781	\$229,915	\$399,413	\$884,226	\$320,513	\$83,624
\$/SF	\$4.09	\$2.96	\$3.83	\$4.69	\$8.56	\$5.28	\$9.17	\$20.32	\$7.36	\$1.92
\$/Unit	\$20,098	\$12,245	\$15,000	\$12,000	\$20,000	\$11,387	\$18,897	\$15,840	N/a	N/a
Property Rights										
Financing										
Conditions of Sale				↑						
Expenditures										
Market Conditions	↑	↑	↑	↑	↑		↑	↑	↑	↑
Status										
Location	↑	↑		↑		↑			↑	↑
Size		↑	↑	↑	↑	↑				↑
Shape	↑	↑		↑	↑			↑		
Topo/Site Prep	↓	↓		↓		↓	↓	↓		
Encumbrances	↓		↓		↓	↓		↑	↓	↑
Zoning/Density				↓	↓	↓	↓	↓	↓	
Externalities	↓	↓	↓		↓	↓	↓		↓	↓
Overall	↑	↑	↑	↑	↓	↑	↓	↓	↑	↑
Adj. Sale Price/Acre	\$178,007	\$128,824	\$166,697	\$204,200	\$372,781	\$229,915	\$399,413	\$884,226	\$320,513	\$83,624
Adj. Sale Price/SF	\$4.09	\$2.96	\$3.83	\$4.69	\$8.56	\$5.28	\$9.17	\$20.32	\$7.36	\$1.92
Adj. Sale Price/Unit	\$20,098	\$12,245	\$15,000	\$12,000	\$20,000	\$11,387	\$18,897	\$15,840	N/a	N/a

Green – Upward Adj., Red – Downward Adj., Orange/Blank – Similar / *Note that not all adjustments are equally weighted

Sales Adjustment Grid – Price per Unit Adjustments

	1	2	3	4	5	6	7	8	9	10
\$/Acre	\$178,007	\$128,824	\$166,697	\$204,200	\$372,781	\$229,915	\$399,413	\$884,226	\$320,513	\$83,624
\$/SF	\$4.09	\$2.96	\$3.83	\$4.69	\$8.56	\$5.28	\$9.17	\$20.32	\$7.36	\$1.92
\$/Unit	\$20,098	\$12,245	\$15,000	\$12,000	\$20,000	\$11,387	\$18,897	\$15,840	N/a	N/a
Property Rights										
Financing										
Conditions of Sale				↑						
Expenditures										
Market Conditions	↑	↑	↑	↑	↑		↑	↑	↑	↑
Status										
Location	↑	↑		↑		↑			↑	↑
Size		↑	↑	↑	↑	↑				↑
Shape	↑	↑		↑	↑			↑		
Topo/Site Prep	↓	↓		↓		↓	↓	↓		
Encumbrances	↓		↓		↓	↓		↑	↓	↑
Zoning/Density				↑	↑	↑	↑	↑	↓	
Externalities	↓	↓	↓		↓	↓	↓		↓	↓
Overall	↑	↑	↑	↑	↑	↑	↑	↑		
Adj. Sale Price/Acre	\$178,007	\$128,824	\$166,697	\$204,200	\$372,781	\$229,915	\$399,413	\$884,226	\$320,513	\$83,624
Adj. Sale Price/SF	\$4.09	\$2.96	\$3.83	\$4.69	\$8.56	\$5.28	\$9.17	\$20.32	\$7.36	\$1.92
Adj. Sale Price/Unit	\$20,098	\$12,245	\$15,000	\$12,000	\$20,000	\$11,387	\$18,897	\$15,840	N/a	N/a

Green – Upward Adj., Red – Downward Adj., Orange/Blank – Similar / *Note that not all adjustments are equally weighted

The comparable sales ranged in price per square foot from \$1.92 to \$20.32, with a mean and median of \$6.82 and \$4.99 respectively. Based on the RM-10 zoning, the value of the subject is estimated at \$7.50 per square foot, which equates to a value of \$33,140 per unit. The indicated per unit value falls above the comp set, but is considered reasonable based on the small size of the subject and relatively low density relative to the comparables.

The as is value of the RM-10 zoning of the property is displayed below:

$\$7.50 \text{ per SF} \times 243,025 = \$1,822,688$

Rounded = \$1,820,000

VALUE CONCLUSION: RM-10

\$1,820,000.00

VALUATION ANALYSIS: RM-20
Sales Adjustment Grid – Price per SF Adjustments

	1	2	3	4	5	6	7	8	9	10
\$/Acre	\$178,007	\$128,824	\$166,697	\$204,200	\$372,781	\$229,915	\$399,413	\$884,226	\$320,513	\$83,624
\$/SF	\$4.09	\$2.96	\$3.83	\$4.69	\$8.56	\$5.28	\$9.17	\$20.32	\$7.36	\$1.92
\$/Unit	\$20,098	\$12,245	\$15,000	\$12,000	\$20,000	\$11,387	\$18,897	\$15,840	N/a	N/a
Property Rights										
Financing										
Conditions of Sale				↑						
Expenditures										
Market Conditions	↑	↑	↑	↑	↑		↑	↑	↑	↑
Status										
Location	↑	↑		↑		↑			↑	↑
Size		↑	↑	↑	↑	↑				↑
Shape	↑	↑		↑	↑			↑		
Topo/Site Prep	↓	↓		↓		↓	↓	↓		
Encumbrances	↓		↓		↓	↓		↑	↓	↑
Zoning/Density	↑	↑	↑					↓		
Externalities	↓	↓	↓		↓	↓	↓		↓	↓
Overall	↑	↑	↑	↑	↑	↑	→	↓	↑	↑
Adj. Sale Price/Acre	\$178,007	\$128,824	\$166,697	\$204,200	\$372,781	\$229,915	\$399,413	\$884,226	\$320,513	\$83,624
Adj. Sale Price/SF	\$4.09	\$2.96	\$3.83	\$4.69	\$8.56	\$5.28	\$9.17	\$20.32	\$7.36	\$1.92
Adj. Sale Price/Unit	\$20,098	\$12,245	\$15,000	\$12,000	\$20,000	\$11,387	\$18,897	\$15,840	N/a	N/a

Green – Upward Adj., Red – Downward Adj., Orange/Blank – Similar / *Note that not all adjustments are equally weighted

Sales Adjustment Grid – Price per Unit Adjustments

	1	2	3	4	5	6	7	8	9	10
\$/Acre	\$178,007	\$128,824	\$166,697	\$204,200	\$372,781	\$229,915	\$399,413	\$884,226	\$320,513	\$83,624
\$/SF	\$4.09	\$2.96	\$3.83	\$4.69	\$8.56	\$5.28	\$9.17	\$20.32	\$7.36	\$1.92
\$/Unit	\$20,098	\$12,245	\$15,000	\$12,000	\$20,000	\$11,387	\$18,897	\$15,840	N/a	N/a
Property Rights										
Financing										
Conditions of Sale				↑						
Expenditures										
Market Conditions	↑	↑	↑	↑	↑		↑	↑	↑	↑
Status										
Location	↑	↑		↑		↑			↑	↑
Size		↑	↑	↑	↑	↑				↑
Shape	↑	↑		↑	↑			↑		
Topo/Site Prep	↓	↓		↓		↓	↓	↓		
Encumbrances	↓		↓		↓	↓		↑	↓	↑
Zoning/Density	↓	↓	↓					↑		
Externalities	↓	↓	↓		↓	↓	↓		↓	↓
Overall	→	↑	↑	↑	↑	↑	→	↑	↑	↑
Adj. Sale Price/Acre	\$178,007	\$128,824	\$166,697	\$204,200	\$372,781	\$229,915	\$399,413	\$884,226	\$320,513	\$83,624
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Adj. Sale Price/Unit	\$20,098	\$12,245	\$15,000	\$12,000	\$20,000	\$11,387	\$18,897	\$15,840	N/a	N/a

Green – Upward Adj., Red – Downward Adj., Orange/Blank – Similar / *Note that not all adjustments are equally weighted

The comparable sales ranged in price per square foot from \$1.92 to \$20.32, with a mean and median of \$6.82 and \$4.99 respectively. Based on the RM-20 zoning, the value of the subject is estimated at \$9.00 per square foot, which equates to a value of \$19,705 per unit. The indicated per unit value falls within the range exhibited by the comparables.

The as is value of the RM-20 zoning of the property is displayed below:

$\$9.00 \text{ per SF} \times 243,025 = \$2,187,225$

Rounded = \$2,190,000

VALUE CONCLUSION: RM-20

\$2,190,000.00

MARKETING AND EXPOSURE TIME

MARKETING TIME: 12 months or less

EXPOSURE TIME: 12 months or less

CERTIFICATION

I certify that, to the best of my knowledge and belief...

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, Title XI of FIRREA, and the Code of Ethics of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. Ben G. Jones made a personal inspection of the property that is the subject of this report. Jordan M. Bryant made a personal inspection of the property that is the subject of this report.
10. Jordan M. Bryant, Registered Trainee ID No. 5038, provided significant professional assistance to the person signing this report, including market research and analysis, and report writing, subject to review of the person signing this report.
11. As of the date of this report, I, Ben G. Jones, MAI have completed the requirements of the continuing education program of the Appraisal Institute.
12. Ben G. Jones hereby certifies that he is a Tennessee State Certified General Real Estate Appraiser and his certificate number is CG-3082.
13. Ben G. Jones has not rendered any professional services pertaining to the subject property in the last three years.



Ben G. Jones, MAI, CCIM
Certified General Real Estate Appraiser
License No. 3082
Principal
B.G. Jones & Company

GENERAL ASSUMPTIONS & LIMITING CONDITIONS

This appraisal report and resulting estimate of value is subject to the following assumptions and limiting conditions:

1. The forecasts, projections, or operating estimates contained herein are based upon current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. Therefore, these forecasts are subject to changes in future conditions. Value estimates in this appraisal report are stated in United States currency as of the date of appraisal.
2. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable and in Fee Simple, unless otherwise stated in the report.
3. The property is appraised free and clear of all existing liens and encumbrances, including deed restrictions and developers agreements, unless otherwise stated in this appraisal report.
4. Information furnished by others is believed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser(s).
5. Maps, plats, and exhibits included in this appraisal report are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose. The appraiser(s) has not made a survey of the property, and no responsibility is assumed in connection with such matters.
6. The physical condition of the improvements described herein was based on a visual, walk-through inspection. No liability is assumed for the soundness of structural members, building components, mechanical equipment, plumbing, or electrical components as no professional tests were made of the same. The appraiser(s) assumes that no hidden or unapparent conditions of the property, subsoil, or structures exist, which would render the property more or less valuable. The appraiser(s) assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser(s) recommends that the client obtain an opinion from a competent engineering firm.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in this appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate(s) contain in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that no encroachment or trespass exists, unless noted in this appraisal report.
11. Value estimates in this appraisal report apply only to the entire property, and cannot be prorated to individual portions or fractional interests. Any proration or division of interest will invalidate the value estimate(s), unless such proration or division of interests is set forth in this appraisal report.
12. The appraiser(s) is not required to give testimony or attendance in court by reason of this appraisal, with reference to the property in question, unless arrangements have been made previously therefore. The fee charged for this appraisal does not include payment for court testimony or for further consultation.
13. Unless otherwise stated in this appraisal report, the appraiser(s) did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser(s) has no knowledge of the existence of such materials on or in the property. The appraiser(s), however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other

potentially hazardous materials may affect the value of the property. Value estimates within this appraisal report are predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any expertise or engineering knowledge required to discover them. The appraiser(s) recommends that appropriate experts be retained to investigate and determine to what extent, if any, such substances are present and what risks, if any, are involved.

14. The determination concluded in this appraisal, as to whether or not the subject property is located within a Flood Hazard Zone, is based solely on an inspection of available Flood Insurance Rate Map(s) (FIRM) which are distributed by the National Flood Insurance Program (NFIP) and local GIS records (where available). The NFIP maps represent the most recent revisions available after reasonable investigations. Although these maps are the basis for flood hazard determination, the map scale is typically not adequate for accurate comparisons with other maps and/or surveys. Therefore, the determination presented herein regarding location of the subject property outside or within a flood hazard zone should not be construed as a guarantee or certification. Certification of this can only be provided by a qualified engineer and/or surveyor. If there is any possibility that the subject is within an identified flood hazard zone, we recommend that the property should be covered by adequate flood insurance.
15. Unless otherwise noted in this appraisal report, no consideration in the valuation process has been given to subsurface rights (minerals, oil, water, etc.) that may be found on the subject property.
16. Any proposed or incomplete improvements included in this appraisal report are assumed to be completed in accordance with approved plans and specifications and in a workmanlike manner.
17. The appraiser(s) reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of a diligent investigation.
18. The Americans with Disability Act (ADA) became effective July 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis would reveal the need for renovations to comply with that statute. Such a requirement could have an adverse impact on the market value of the property. Because the appraiser has no direct evidence relating to this issue, the appraiser did not consider possible noncompliance with the requirements of the ADA in this report.

QUALIFICATIONS OF BEN G. JONES, MAI, CCIM

Education

University of Tennessee – Knoxville, Tennessee (1996 - 2000)
Bachelor of Science Degree in Finance

Professional Courses & Seminars

Real Estate Appraisal Principles - CLI, 2002
Uniform Standards of Professional Appraisal Practice - CLI, 2002
Appraisal Procedures – Appraisal Institute, 2003
Basic Income Capitalization – Appraisal Institute, 2003
Advanced Income Capitalization – Appraisal Institute, 2003
Advanced Sales & Costs – Appraisal Institute, 2004
Report Writing & Valuation Analysis – Appraisal Institute, 2004
Advanced Applications – Appraisal Institute, 2005
Highest & Best Use and Market Analysis – Appraisal Institute, 2005
Business Practices & Ethics – Appraisal Institute, 2005
Uniform Standards of Professional Appraisal Practice – Appraisal Institute, 2005
USPAP Update Course – Appraisal Institute, 2007, 2009, 2011, 2013
Eminent Domain & Condemnation – Appraisal Institute, 2008
Engineering Plan Development & Application – IRWA, 2008
Federal Agency Update – Appraisal Institute & IRWA, 2009
Understanding 1031 Tax Free Exchanges – GNAR, 2009
Condemnation Appraising: Principles & Applications – Appraisal Institute, 2009
Subdivision Valuation – Appraisal Institute, 2009
Appraising Convenience Stores – Appraisal Institute, 2009
Appraisal Curriculum Overview – Appraisal Institute, 2010
Uniform Appraisal Standards for Federal Land Acquisitions – Appraisal Institute, 2010
Financial Analysis for Commercial Investment Real Estate – CCIM, 2011
Market Analysis for Commercial Investment Real Estate – CCIM, 2012
Realtors Code of Ethics Training – GNAR, 2013
Analyzing Operating Expenses – Appraisal Institute, 2013
Forecasting Revenue – Appraisal Institute, 2013
Investment Analysis for Commercial Investment Real Estate – CCIM, 2013
Commercial Real Estate Negotiations – CCIM, 2013
Advanced Spreadsheet Modeling for Valuation Applications – Appraisal Institute, 2013
User Decision Analysis for Commercial Investment Real Estate – CCIM, 2013

Experience

2007 - Present: Principal, *B.G. Jones & Company, LLC*
2002 - 2007: Commercial Independent Fee Appraiser

Property Types Appraised

- Multi-family Condominiums/Apartments
- Subdivisions/Mixed-Use Projects
- Special Purpose Properties
- Industrial
- Office
- Retail/Restaurants/Convenience Stores
- Agricultural/Rural Land

Professional Affiliation

Tennessee State Certified General Real Estate Appraiser, CG-3082
Member of the Appraisal Institute, No. 12554
Leadership Development Advisory Council Representative - 2006
Real Estate Broker – State of Tennessee – License Number 312995
Member of Greater Nashville Association of Realtors®
Membership Retention Chair – Greater Tennessee Chapter of the Appraisal Institute – 2009-2011
Prequalified Right-of-Way Appraiser for the Tennessee Department of Transportation
Certified Commercial Investment Manager – Member No. 08988151

PHOTOGRAPHS



View facing east towards 5th Avenue N from the subject property



View facing north from the driveway of Building 1



View inside Building 1 taken through a window



View of the roll-up doors for access into the lower end of Building 2



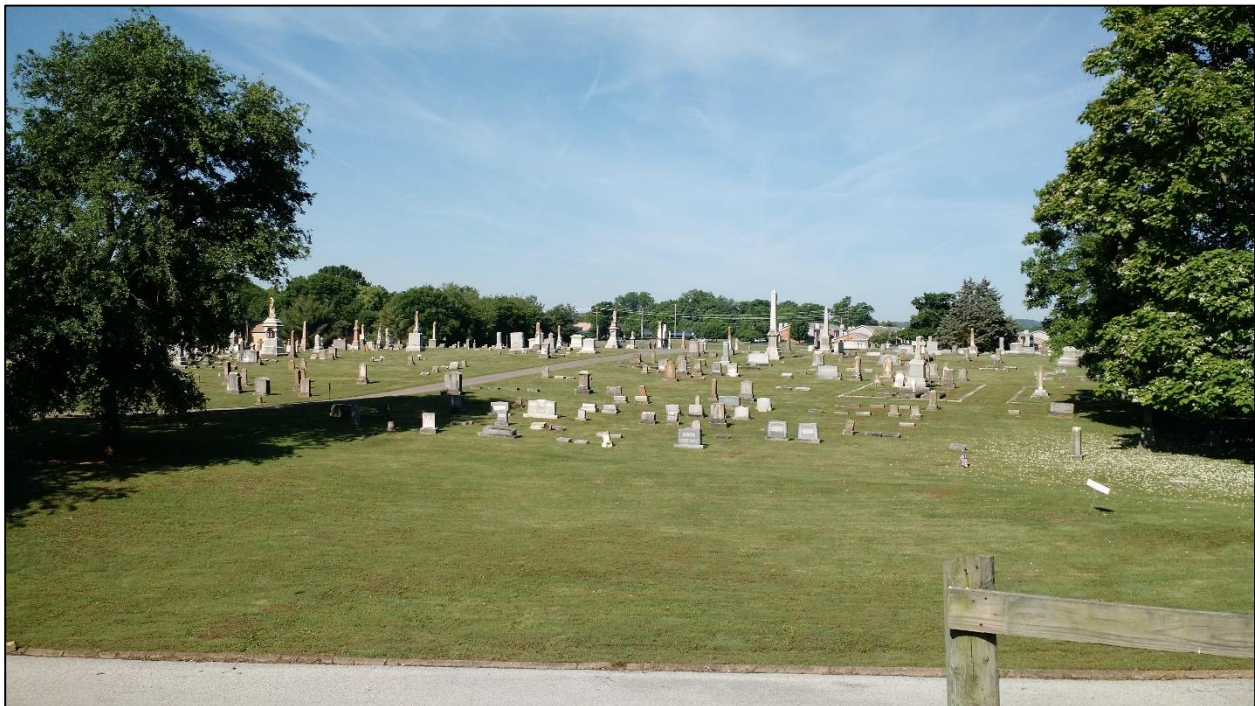
View facing south across the yard along the 5th Avenue N retaining wall



View east of the top portion of Building 2 from the top of the drive



View inside the upstairs portion of Building 2



View facing west from the subject property across Mt. Home Cemetery



View southeast of 5th Avenue N from the retaining wall



View facing north toward the intersection of Del Rio Pike and 5th Avenue N from the yard of the property



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FRANKLIN, TN 37064
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BGJONES@BGJONESCOMPANY.COM
WWW.BGJONESCOMPANY.COM

RESTRICTED USE APPRAISAL REPORT

THE FOLLOWING REPORT IS INTENDED TO COMPLY WITH THE REQUIREMENTS SET FORTH UNDER THE FINANCIAL INSTITUTIONS REFORM, RECOVERY, AND ENFORCEMENT ACT (FIRREA), THE INTERAGENCY APPRAISAL AND EVALUATION GUIDELINES, EFFECTIVE DECEMBER 10, 2010, AND THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP), EFFECTIVE JANUARY 1, 2014. THIS REPORT IS INTENDED FOR INTERNAL USE ONLY BY THE STATED CLIENT/INTENDED USER. THE APPRAISER'S OPINIONS AND CONCLUSIONS SET FORTH IN THE REPORT MAY NOT BE UNDERSTOOD PROPERLY WITHOUT ADDITIONAL INFORMATION RETAINED IN THE APPRAISER'S WORK FILE. B.G. JONES & COMPANY IS NOT LIABLE FOR ANY UNAUTHORIZED USE OF THIS REPORT.

PROJECT/JOB ID No.	The Hill
PROPERTY NAME	City of Franklin Solid Waste Department
PROPERTY ADDRESS	403 & 405 5th Avenue N
CITY/COUNTY	Franklin / Williamson County
STATE	TN
CLIENT/INTENDED USER	City of Franklin
INTENDED USE	Determination of market value for potential sale
PURPOSE OF REPORT	To estimate the as is market value of the subject property.
EFFECTIVE DATE OF VALUATION	5/22/2015
DATE OF REPORT	6/16/2015
PROPERTY RIGHTS APPRAISED	Fee Simple Estate

VALUATION CONCLUSION

AS IS MARKET VALUE:	\$2,550,000.00
MARKETING TIME:	12 months or less
EXPOSURE TIME:	12 months or less

SCOPE OF WORK

At the request of the client, only the most applicable approach to value was performed. Given the characteristics of the subject property, the sales comparison approach is considered the most applicable approach to value. The quantity and quality of data was sufficient to render a credible value conclusion.

- Performed an inspection of the property
- Performed a level A market analysis
- Gathered & analyzed data to determine the highest & best use of the property, as vacant
- Gathered & analyzed data to determine the highest & best use of the property, as improved
- Gathered sales of comparable properties
- Analyzed any furnished information and data gathered to arrive at a value conclusion of the subject property
- Estimated the marketing time and exposure period

DEFINITION OF MARKET VALUE

“Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both Parties are well informed or well advised, and acting in what they consider to be their own best interests;
3. A reasonable time is allowed for exposure to the open market;
4. Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and
5. The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.” – Source: 12 CFR 34.42 (g).

ASSIGNMENT CONDITIONS/SIGNIFICANT OBSERVATIONS & LIMITING CONDITIONS

This report is not subject to any extraordinary assumptions or hypothetical conditions. The use of extraordinary assumptions or hypothetical conditions may have an effect on assignment results.

IDENTIFICATION OF REAL ESTATE

Property Name: City of Franklin Solid Waste Department

Address: 403 & 405 5th Avenue N

City: Franklin

County: Williamson

State: TN

Zip: 37064

Map/Parcel: 63N-D/19 & 20.01

Legal Description: N/a

PROPERTY DESCRIPTION

Land Area (Ac.): 5.58

Land Area (SF): 243,025

Source of Land Area: Tax Records

Shape: Irregular

Topography: Mostly level to gently sloping/Steep

Vegetation: Mostly Cleared

Frontage: Primary

Access: Average

Utilities: All available

FEMA Flood Map/Date of Last Revision: 47187C0192F / 9/29/2006

Floodplain Encumbrance: Partial - Slight to Moderate

FEMA Flood Zone Designation(s):

Special Flood Hazard Areas – High Risk

- ☒ Zone AE, A1-A30 – Areas subject to inundation by the 1-percent-annual change flood event.

Moderate and Minimal Risk Areas

- ☒ Zone B, X (shaded) – Moderate risk areas within the 0.2-percent-annual-chance floodplain, areas of 1-percent-annual-chance flooding where average depths are less than 1 foot, areas of 1-percent-annual-chance flooding where the contributing drainage area is less than 1 square mile, and areas protected from the 1-percent-annual-chance flood by a levee.

- ☒ Zone C, X (unshaded) – Minimal risk areas outside the 1-percent and 0.2-percent-annual-chance floodplains.

Other Significant Easements/Encumbrances: N/a

Building Type: Office/Warehouse

Exterior Construction: Corrugated Metal

Building Size (SF): 27,040

Building Year Built: N/a

Secondary Improvements: Approximately 125,000 SF of asphalt paving in need of resurfacing, guard rail fence along 5th Avenue N, and a retaining wall along 5th Avenue N.

Overall Construction Quality: Average

Overall Property Condition: Average

Source of Bldg. Area: Measurement

FAR: 0.11

Current Use: Vacant

Projected Use: Redevelopment

Zoning: CC

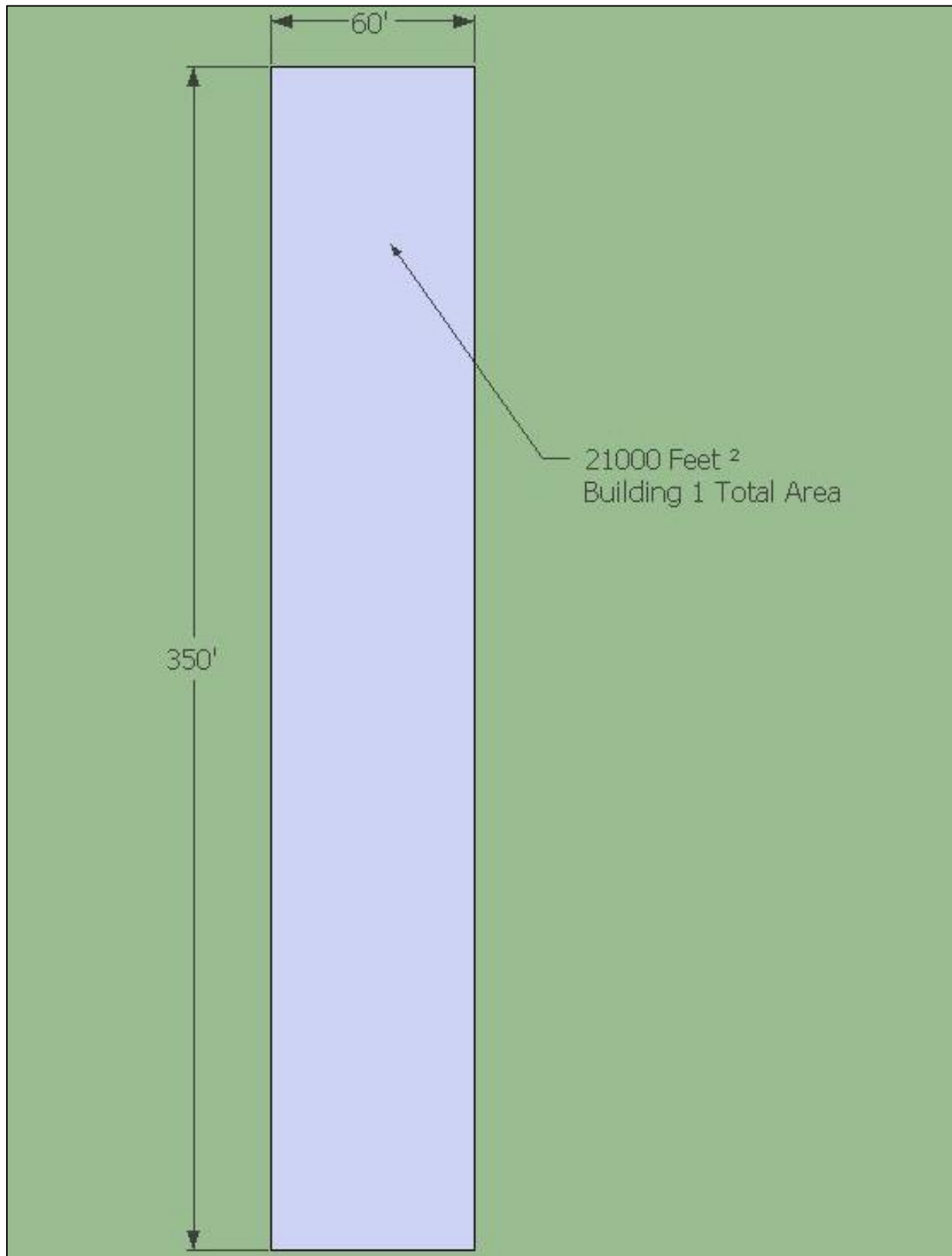
Zoning Compliance: Non-Legally Conforming

*According to Ben Worley with the City of Franklin, the improvements would be grandfathered in for warehousing, service garage, or light manufacturing use.

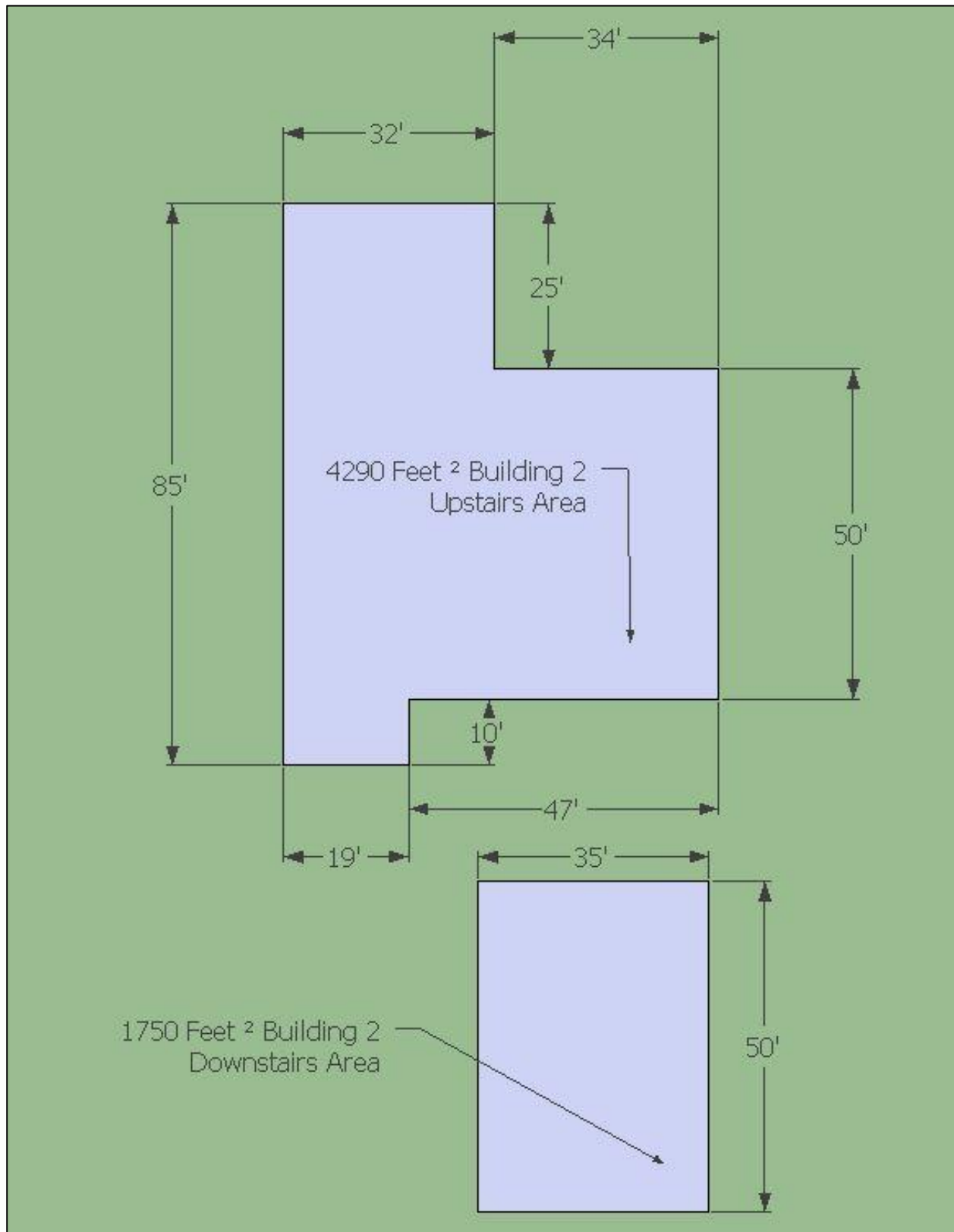
Additional Comments: The subject site is currently improved with two industrial buildings consisting of approximately 27,040 SF of building area. The building finishes consist of corrugated metal ceiling and walls, concrete slab flooring, minimal finished space, and adequate lighting. Building 2 is split level, with access available from an asphalt lot off of 5th Avenue N and from the southeast side of the property on top of the hill. The southeastern corner of the site is at grade with 5th Ave N, rising in elevation moving away from the road frontage along the access drive to an existing ridge, whereby the topography consists of mostly level to gently sloping terrain. The finished area of Building 1 is unknown; however, building two features 190 SF of office space located on the top floor. The buildings are in average condition, given their age. The exact year of completion of each of the improvements is unknown. The eve height of Building 1 is 16 feet. The eve height of Building 2 upstairs is 22' while the downstairs eve height for Building 2 is 19'.

Ancillary site improvements consist of approximately 125,000 SF of asphalt paving that needs to be resurfaced, and a guardrail fence that extends along a retaining wall positioned along the 5th Avenue N road frontage.

BUILDING SKETCH – BUILDING 1



BUILDING SKETCH – BUILDING 2



OWNERSHIP/PREVIOUS SALE DATA

Current Owner: City of Franklin

Prior Sale Date: N/a

Prior Sale Price: N/a

Prior Sale Price/SF: N/a

*Is Prior Sale Arm's Length?:*N/a

Comments/Other recent sales:

There have been no transfers of the property over the past five years.

PROPERTY TAXES

The subject property is currently tax exempt, and has not been appraised for tax purposes.

LOCATION DESCRIPTION/MARKET ANALYSIS

The subject property is located along the southwestern side of 5th Avenue North (Hillsboro Road) in Franklin, Williamson County, Tennessee. Williamson County is one of thirteen counties that comprise the Nashville-Davidson-Murfreesboro-Franklin metropolitan statistical area (MSA), which is among the largest and fastest-growing in the southeastern United States with nearly 2 million residents. Franklin is the largest city in Williamson County with a 2010 US census population of just over 60,000, and serves as the county seat. Due to an extensive network of linkages traversing the area, particularly Interstate 65, north-central Williamson County is highly accessible from bordering Metropolitan Davidson County, and Franklin is generally described as a satellite city of Nashville. Nashville, the anchor city of the MSA, is a second-tier municipality located at the junction of three major interstates (I-24, I-65, and I-40), and is a significant and rapidly expanding economic hub that is centered on the health care, music, publishing, and financial sectors.

Demographic Study Area/Neighborhood: City of Franklin

Current Population: 69,563

Population Trend: Increasing

Current Median Household Income: \$92,278.00

Household Income Trend: Increasing

Neighborhood Character: Suburban

Neighborhood Life-Cycle Stage: Growth

HIGHEST AND BEST USE CONCLUSION

Highest & Best Use – As Vacant: Office, multi-family, and/or boutique hotel development

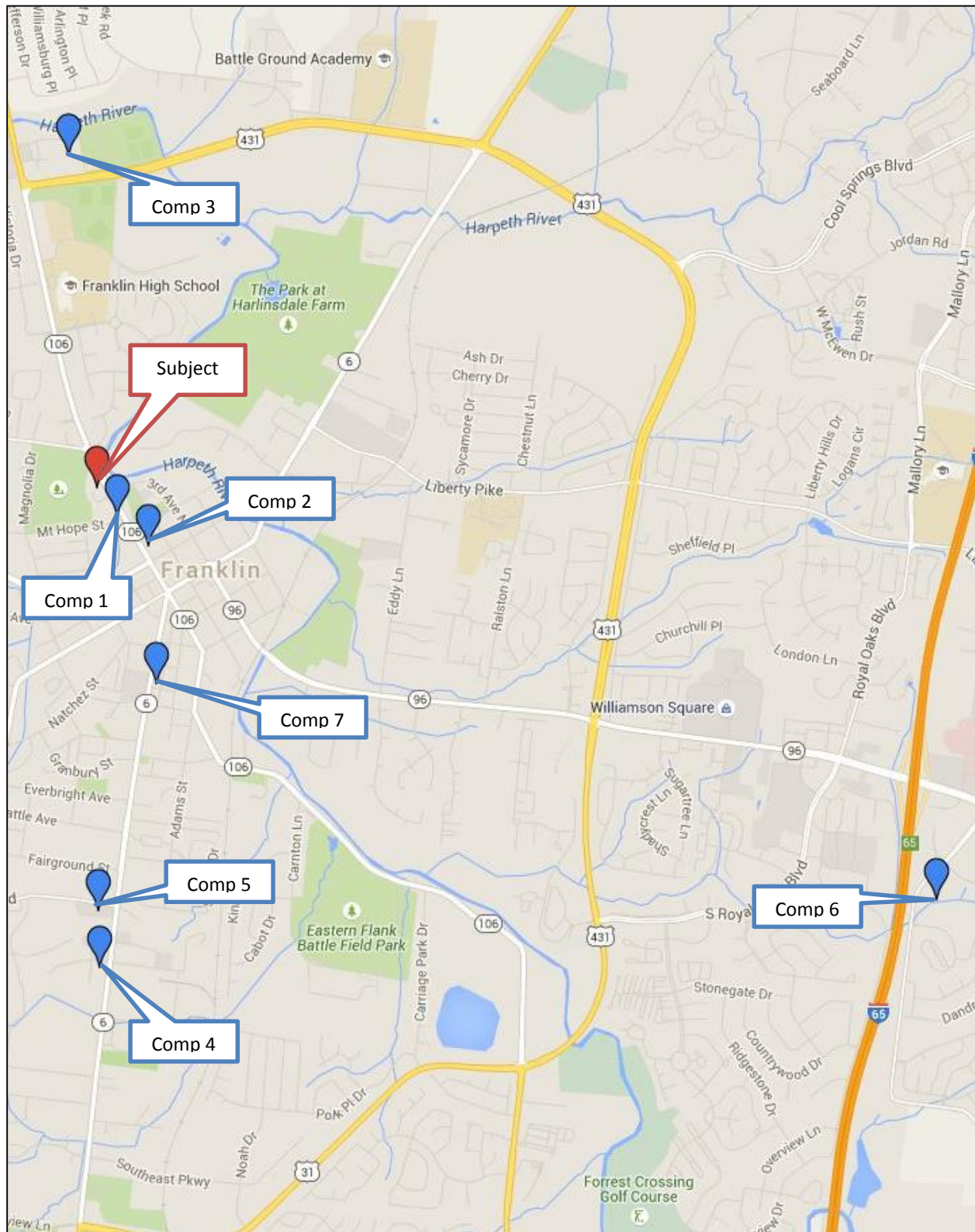
Highest & Best Use – As Improved: Office, multi-family, and/or boutique hotel redevelopment

SALE COMPARABLES

	Comp 1	Comp 2	Comp 3	Comp 4
Address	331 5th Avenue N	232 5th Avenue N	Mack Hatcher Parkway	1710 Columbia Avenue
City/County	Franklin/Williamson	Franklin/Williamson	Franklin/Williamson	Franklin/Williamson
State	TN	TN	TN	TN
Map/Parcel	63N-D/21	78C-A/6	63/16 & 15.02	90/6.08
Sale Date	12/11/2012	4/22/2014	3/14/2012	Listing
Sale Price	\$300,000	\$610,000	\$2,500,000	\$950,000
Grantor	Johnston Real Estate, LP	George Dwight Lynch	Mack Hatcher Retail Partners, LLC	LV Development, LLC
Grantee	Harpeth Financial Services, LLC	Fresh Greens, LLC	Hearth at Franklin, LLC	N/a
Financing	Typical	Seller	Typical	N/a
Conditions of Sale	Typical	Typical	Typical	N/a
Site Area (Acre)	0.62	0.38	7.80	1.48
Site Area (SF)	27,007	16,466	339,654	64,428
Floodplain	All	All	Partial - Significant	None
Zoning	CC	GC	GC	LI
Price per Acre	\$483,871	\$1,613,757	\$320,513	\$642,326
Price per SF	\$11.11	\$37.05	\$7.36	\$14.75
	Comp 5	Comp 6	Comp 7	
Address	203 Downs Boulevard	Carothers South Road	933 Columbia Avenue	
City/County	Franklin/Williamson	Franklin/Williamson	Franklin/Williamson	
State	TN	TN	TN	
Map/Parcel	78/37	79/80 & 81	78F-B/6 & 7	
Sale Date	12/19/2012	12/9/2014	11/24/2014	
Sale Price	\$1,600,000	\$887,500	\$1,150,000	
Grantor	PTW Properties	Richland South, LLC	Franklin Square Partners, LLC	
Grantee	Ryer, LLC	Soar Adventure Tower, LLC	Autozone Development, LLC	
Financing	Typical	Typical	Typical	
Conditions of Sale	Typical	Typical	Typical	
Site Area (Acre)	4.00	4.10*	0.74	
Site Area (SF)	174,439	178,596*	32,132	
Floodplain	None	Partial - Significant	None	
Zoning	GC	GC	CC	
Price per Acre	\$400,000	\$216,463	\$1,554,054	
Price per SF	\$9.17	\$4.97	\$35.79	

*Based on usable land area

COMP MAP



VALUATION ANALYSIS

Sales Adjustment Grid – Price per SF Adjustments

	1	2	3	4	5	6	7
\$/SF	\$11.11	\$37.05	\$7.36	\$14.75	\$9.17	\$4.97	\$35.79
Property Rights							
Financing		↓					
Conditions of Sale							
Expenditures							
Market Conditions	↑	↑	↑		↑		
Status				↓			
Location		↓	↑	↑	↑	↑	↓
Size	↓	↓		↓			↓
Shape		↓			↓		↓
Access/Frontage	↓			↓	↓		↓
Visibility	↓	↓	↓	↓	↓		↓
Topography	↓	↓		↓	↓	↓	↓
Encumbrances	↑	↑	↑	↓	↓	↑	↓
Zoning				↑			
Improvements	↓	↓			↓		
Demolition/Site Prep			↓	↓		↓	↓
Overall	↓	↓	↑	↓	→	↑	↓

Green – Upward Adj., Red – Downward Adj., Orange/Blank – Similar / *Note that not all adjustments are equally weighted

The comparable sales ranged in price per square foot from \$4.97 to \$37.05, with a mean and median of \$17.17 and \$11.11 respectively. The subject is considered most similar to Comparable 1 which was improved at the time of sale with a 1,624 SF convenience store/gas station built in 1953. The property was in below average condition at the time of transfer, and functionally obsolete for its originally intended use. Subsequent to sale, the canopy was torn down and the shell of the building was redeveloped as an Advanced Financial store. The property is located completely within the 100-year floodplain, with a significant portion of the site being located within a floodway.

Based on the available market data, the as is market value of the subject property is estimated as follows:

\$10.50 per SF x 243,025 = \$2,551,763

Rounded = \$2,550,000

VALUE CONCLUSION

\$2,550,000.00

MARKETING AND EXPOSURE TIME

MARKETING TIME: 12 months or less

EXPOSURE TIME: 12 months or less

CERTIFICATION

I certify that, to the best of my knowledge and belief...

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, Title XI of FIRREA, and the Code of Ethics of the Appraisal Institute.
8. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
9. Ben G. Jones made a personal inspection of the property that is the subject of this report. Jordan M. Bryant made a personal inspection of the property that is the subject of this report.
10. Jordan M. Bryant, Registered Trainee ID No. 5038, provided significant professional assistance to the person signing this report, including market research and analysis, and report writing, subject to review of the person signing this report.
11. As of the date of this report, I, Ben G. Jones, MAI have completed the requirements of the continuing education program of the Appraisal Institute.
12. Ben G. Jones hereby certifies that he is a Tennessee State Certified General Real Estate Appraiser and his certificate number is CG-3082.
13. Ben G. Jones has not rendered any professional services pertaining to the subject property in the last three years.



Ben G. Jones, MAI, CCIM
Certified General Real Estate Appraiser
License No. 3082
Principal
B.G. Jones & Company

GENERAL ASSUMPTIONS & LIMITING CONDITIONS

This appraisal report and resulting estimate of value is subject to the following assumptions and limiting conditions:

1. The forecasts, projections, or operating estimates contained herein are based upon current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. Therefore, these forecasts are subject to changes in future conditions. Value estimates in this appraisal report are stated in United States currency as of the date of appraisal.
2. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable and in Fee Simple, unless otherwise stated in the report.
3. The property is appraised free and clear of all existing liens and encumbrances, including deed restrictions and developers agreements, unless otherwise stated in this appraisal report.
4. Information furnished by others is believed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser(s).
5. Maps, plats, and exhibits included in this appraisal report are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose. The appraiser(s) has not made a survey of the property, and no responsibility is assumed in connection with such matters.
6. The physical condition of the improvements described herein was based on a visual, walk-through inspection. No liability is assumed for the soundness of structural members, building components, mechanical equipment, plumbing, or electrical components as no professional tests were made of the same. The appraiser(s) assumes that no hidden or unapparent conditions of the property, subsoil, or structures exist, which would render the property more or less valuable. The appraiser(s) assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser(s) recommends that the client obtain an opinion from a competent engineering firm.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in this appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate(s) contain in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that no encroachment or trespass exists, unless noted in this appraisal report.
11. Value estimates in this appraisal report apply only to the entire property, and cannot be prorated to individual portions or fractional interests. Any proration or division of interest will invalidate the value estimate(s), unless such proration or division of interests is set forth in this appraisal report.
12. The appraiser(s) is not required to give testimony or attendance in court by reason of this appraisal, with reference to the property in question, unless arrangements have been made previously therefore. The fee charged for this appraisal does not include payment for court testimony or for further consultation.
13. Unless otherwise stated in this appraisal report, the appraiser(s) did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser(s) has no knowledge of the existence of such materials on or in the property. The appraiser(s), however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other

potentially hazardous materials may affect the value of the property. Value estimates within this appraisal report are predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any expertise or engineering knowledge required to discover them. The appraiser(s) recommends that appropriate experts be retained to investigate and determine to what extent, if any, such substances are present and what risks, if any, are involved.

14. The determination concluded in this appraisal, as to whether or not the subject property is located within a Flood Hazard Zone, is based solely on an inspection of available Flood Insurance Rate Map(s) (FIRM) which are distributed by the National Flood Insurance Program (NFIP) and local GIS records (where available). The NFIP maps represent the most recent revisions available after reasonable investigations. Although these maps are the basis for flood hazard determination, the map scale is typically not adequate for accurate comparisons with other maps and/or surveys. Therefore, the determination presented herein regarding location of the subject property outside or within a flood hazard zone should not be construed as a guarantee or certification. Certification of this can only be provided by a qualified engineer and/or surveyor. If there is any possibility that the subject is within an identified flood hazard zone, we recommend that the property should be covered by adequate flood insurance.
15. Unless otherwise noted in this appraisal report, no consideration in the valuation process has been given to subsurface rights (minerals, oil, water, etc.) that may be found on the subject property.
16. Any proposed or incomplete improvements included in this appraisal report are assumed to be completed in accordance with approved plans and specifications and in a workmanlike manner.
17. The appraiser(s) reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of a diligent investigation.
18. The Americans with Disability Act (ADA) became effective July 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis would reveal the need for renovations to comply with that statute. Such a requirement could have an adverse impact on the market value of the property. Because the appraiser has no direct evidence relating to this issue, the appraiser did not consider possible noncompliance with the requirements of the ADA in this report.

QUALIFICATIONS OF BEN G. JONES, MAI, CCIM

Education

University of Tennessee – Knoxville, Tennessee (1996 - 2000)
Bachelor of Science Degree in Finance

Professional Courses & Seminars

Real Estate Appraisal Principles - CLI, 2002
Uniform Standards of Professional Appraisal Practice - CLI, 2002
Appraisal Procedures – Appraisal Institute, 2003
Basic Income Capitalization – Appraisal Institute, 2003
Advanced Income Capitalization – Appraisal Institute, 2003
Advanced Sales & Costs – Appraisal Institute, 2004
Report Writing & Valuation Analysis – Appraisal Institute, 2004
Advanced Applications – Appraisal Institute, 2005
Highest & Best Use and Market Analysis – Appraisal Institute, 2005
Business Practices & Ethics – Appraisal Institute, 2005
Uniform Standards of Professional Appraisal Practice – Appraisal Institute, 2005
USPAP Update Course – Appraisal Institute, 2007, 2009, 2011, 2013
Eminent Domain & Condemnation – Appraisal Institute, 2008
Engineering Plan Development & Application – IRWA, 2008
Federal Agency Update – Appraisal Institute & IRWA, 2009
Understanding 1031 Tax Free Exchanges – GNAR, 2009
Condemnation Appraising: Principles & Applications – Appraisal Institute, 2009
Subdivision Valuation – Appraisal Institute, 2009
Appraising Convenience Stores – Appraisal Institute, 2009
Appraisal Curriculum Overview – Appraisal Institute, 2010
Uniform Appraisal Standards for Federal Land Acquisitions – Appraisal Institute, 2010
Financial Analysis for Commercial Investment Real Estate – CCIM, 2011
Market Analysis for Commercial Investment Real Estate – CCIM, 2012
Realtors Code of Ethics Training – GNAR, 2013
Analyzing Operating Expenses – Appraisal Institute, 2013
Forecasting Revenue – Appraisal Institute, 2013
Investment Analysis for Commercial Investment Real Estate – CCIM, 2013
Commercial Real Estate Negotiations – CCIM, 2013
Advanced Spreadsheet Modeling for Valuation Applications – Appraisal Institute, 2013
User Decision Analysis for Commercial Investment Real Estate – CCIM, 2013

Experience

2007 - Present: Principal, *B.G. Jones & Company, LLC*
2002 - 2007: Commercial Independent Fee Appraiser

Property Types Appraised

- Multi-family Condominiums/Apartments
- Subdivisions/Mixed-Use Projects
- Special Purpose Properties
- Industrial
- Office
- Retail/Restaurants/Convenience Stores
- Agricultural/Rural Land

Professional Affiliation

Tennessee State Certified General Real Estate Appraiser, CG-3082
Member of the Appraisal Institute, No. 12554
Leadership Development Advisory Council Representative - 2006
Real Estate Broker – State of Tennessee – License Number 312995
Member of Greater Nashville Association of Realtors®
Membership Retention Chair – Greater Tennessee Chapter of the Appraisal Institute – 2009-2011
Prequalified Right-of-Way Appraiser for the Tennessee Department of Transportation
Certified Commercial Investment Manager – Member No. 08988151

PHOTOGRAPHS



View facing east towards 5th Avenue N from the subject property



View facing north from the driveway of Building 1



View inside Building 1 taken through a window



View of the roll-up doors for access into the lower end of Building 2



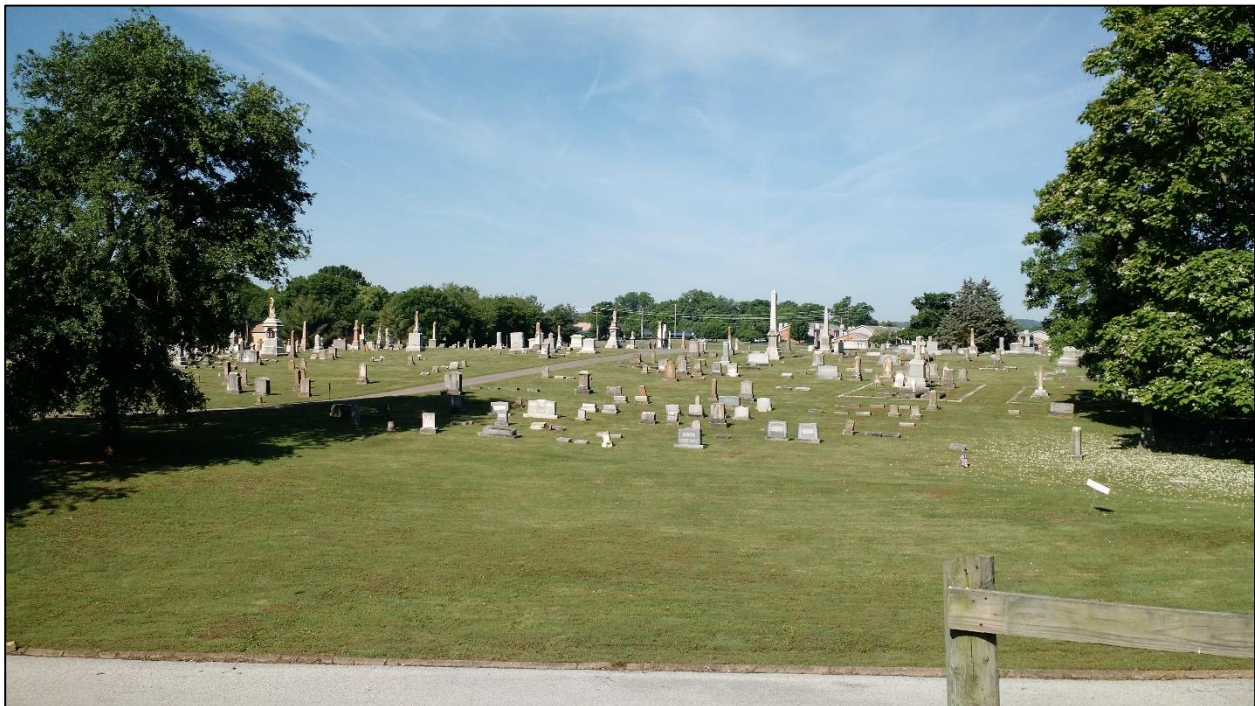
View facing south across the yard along the 5th Avenue N retaining wall



View east of the top portion of Building 2 from the top of the drive



View inside the upstairs portion of Building 2



View facing west from the subject property across Mt. Home Cemetery



View southeast of 5th Avenue N from the retaining wall



View facing north toward the intersection of Del Rio Pike and 5th Avenue N from the yard of the property



311 S. ROYAL OAKS BOULEVARD, SUITE 110
FRANKLIN, TN 37064
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BGJONES@BGJONESCOMPANY.COM
WWW.BGJONESCOMPANY.COM

RESTRICTED USE APPRAISAL REPORT

THE FOLLOWING REPORT IS INTENDED TO COMPLY WITH THE REQUIREMENTS SET FORTH UNDER THE FINANCIAL INSTITUTIONS REFORM, RECOVERY, AND ENFORCEMENT ACT (FIRREA), THE INTERAGENCY APPRAISAL AND EVALUATION GUIDELINES, EFFECTIVE DECEMBER 10, 2010, AND THE UNIFORM STANDARDS OF PROFESSIONAL APPRAISAL PRACTICE (USPAP), EFFECTIVE JANUARY 1, 2014. THIS REPORT IS INTENDED FOR INTERNAL USE ONLY BY THE STATED CLIENT/INTENDED USER. THE APPRAISER'S OPINIONS AND CONCLUSIONS SET FORTH IN THE REPORT MAY NOT BE UNDERSTOOD PROPERLY WITHOUT ADDITIONAL INFORMATION RETAINED IN THE APPRAISER'S WORK FILE. B.G. JONES & COMPANY IS NOT LIABLE FOR ANY UNAUTHORIZED USE OF THIS REPORT.

PROJECT/JOB ID No.	The Hill
PROPERTY NAME	City of Franklin Solid Waste Department
PROPERTY ADDRESS	403 & 405 5th Avenue N
CITY/COUNTY	Franklin / Williamson County
STATE	TN
CLIENT/INTENDED USER	City of Franklin
INTENDED USE	Determination of market value for potential sale
PURPOSE OF REPORT	To estimate the as is market value of the subject property.
EFFECTIVE DATE OF VALUATION	5/22/2015
DATE OF REPORT	6/16/2015
PROPERTY RIGHTS APPRAISED	Fee Simple Estate

VALUATION CONCLUSION

AS IS MARKET VALUE:	\$1,940,000.00
MARKETING TIME:	12 months or less
EXPOSURE TIME:	12 months or less

SCOPE OF WORK

At the request of the client, only the most applicable approach to value was performed. Given the characteristics of the subject property, the sales comparison approach is considered the most applicable approach to value. The quantity and quality of data was sufficient to render a credible value conclusion.

- Performed an inspection of the property
- Performed a level A market analysis
- Gathered & analyzed data to determine the highest & best use of the property, as vacant
- Gathered & analyzed data to determine the highest & best use of the property, as improved
- Gathered sales of comparable properties
- Analyzed any furnished information and data gathered to arrive at a value conclusion of the subject property
- Estimated the marketing time and exposure period

DEFINITION OF MARKET VALUE

“Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both Parties are well informed or well advised, and acting in what they consider to be their own best interests;
3. A reasonable time is allowed for exposure to the open market;
4. Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto; and
5. The price represents a normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.” – Source: 12 CFR 34.42 (g).

ASSIGNMENT CONDITIONS/SIGNIFICANT OBSERVATIONS & LIMITING CONDITIONS

This report is not subject to any extraordinary assumptions or hypothetical conditions. The use of extraordinary assumptions or hypothetical conditions may have an effect on assignment results.

IDENTIFICATION OF REAL ESTATE

Property Name: City of Franklin Solid Waste Department

Address: 403 & 405 5th Avenue N

City: Franklin

County: Williamson

State: TN

Zip: 37064

Map/Parcel: 63N-D/19 & 20.01

Legal Description: N/a

PROPERTY DESCRIPTION

Land Area (Ac.): 5.58

Land Area (SF): 243,025

Source of Land Area: Tax Records

Shape: Irregular

Topography: Mostly level to gently sloping/Steep

Vegetation: Mostly Cleared

Frontage: Primary

Access: Average

Utilities: All available

FEMA Flood Map/Date of Last Revision: 47187C0192F / 9/29/2006

Floodplain Encumbrance: Partial - Slight to Moderate

FEMA Flood Zone Designation(s):

Special Flood Hazard Areas – High Risk

☒ Zone AE, A1-A30 – Areas subject to inundation by the 1-percent-annual change flood event.

Moderate and Minimal Risk Areas

☒ Zone B, X (shaded) – Moderate risk areas within the 0.2-percent-annual-chance floodplain, areas of 1-percent-annual-chance flooding where average depths are less than 1 foot, areas of 1-percent-annual-chance flooding where the contributing drainage area is less than 1 square mile, and areas protected from the 1-percent-annual-chance flood by a levee.

☒ Zone C, X (unshaded) – Minimal risk areas outside the 1-percent and 0.2-percent-annual-chance floodplains.

Other Significant Easements/Encumbrances: N/a

Building Type: Office/Warehouse

Exterior Construction: Corrugated Metal

Building Size (SF): 27,040

Building Year Built: N/a

Secondary Improvements: Approximately 125,000 SF of asphalt paving in need of resurfacing, guard rail fence along 5th Avenue N, and a retaining wall along 5th Avenue N.

Overall Construction Quality: Average

Overall Property Condition: Average

Source of Bldg. Area: Measurement

FAR: 0.11

Current Use: Vacant

Projected Use: Redevelopment

Zoning: CI

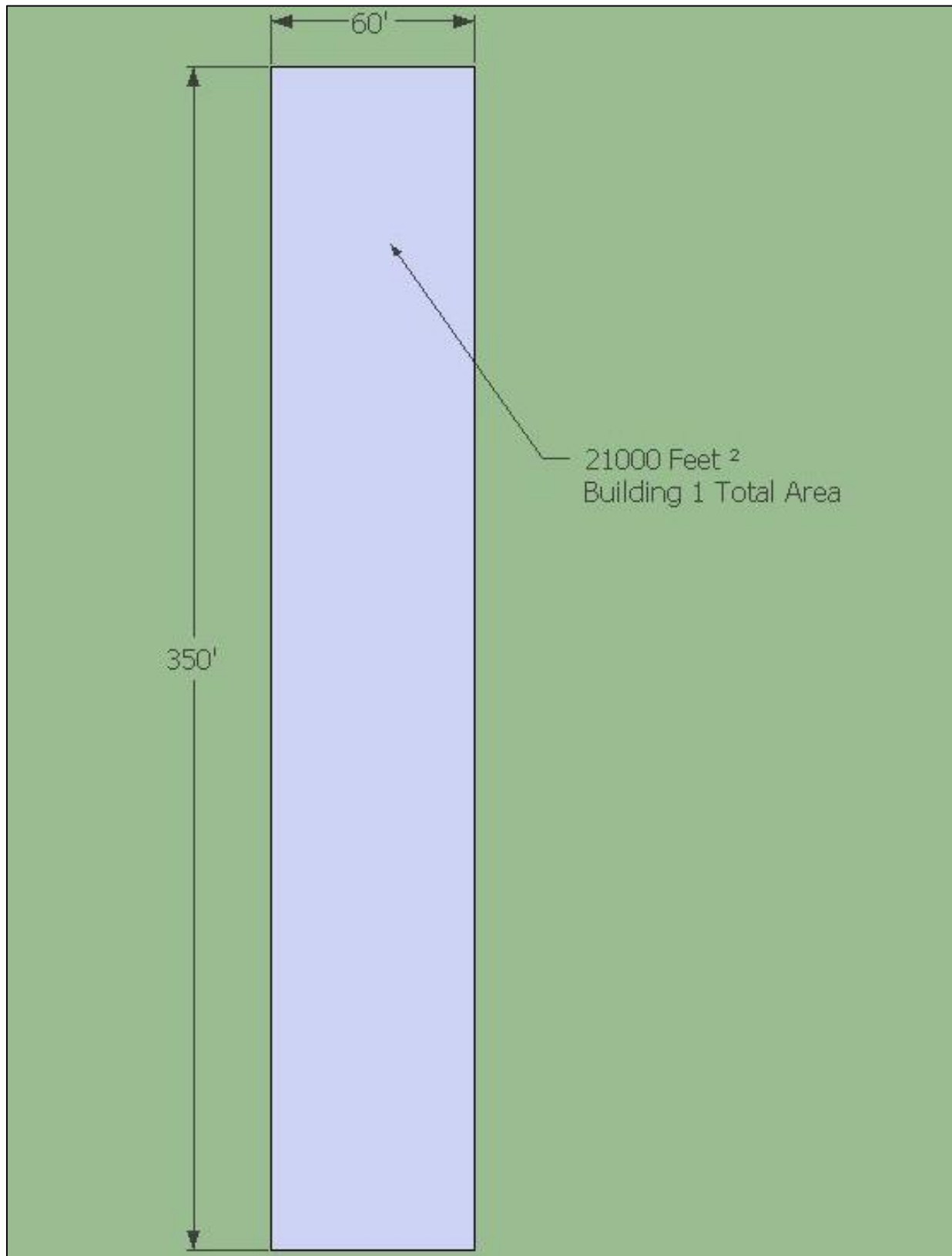
*According to Ben Worley with the City of Franklin, the improvements would be grandfathered in for warehousing, service garage, or light manufacturing use.

Zoning Compliance: Non-Legally Conforming

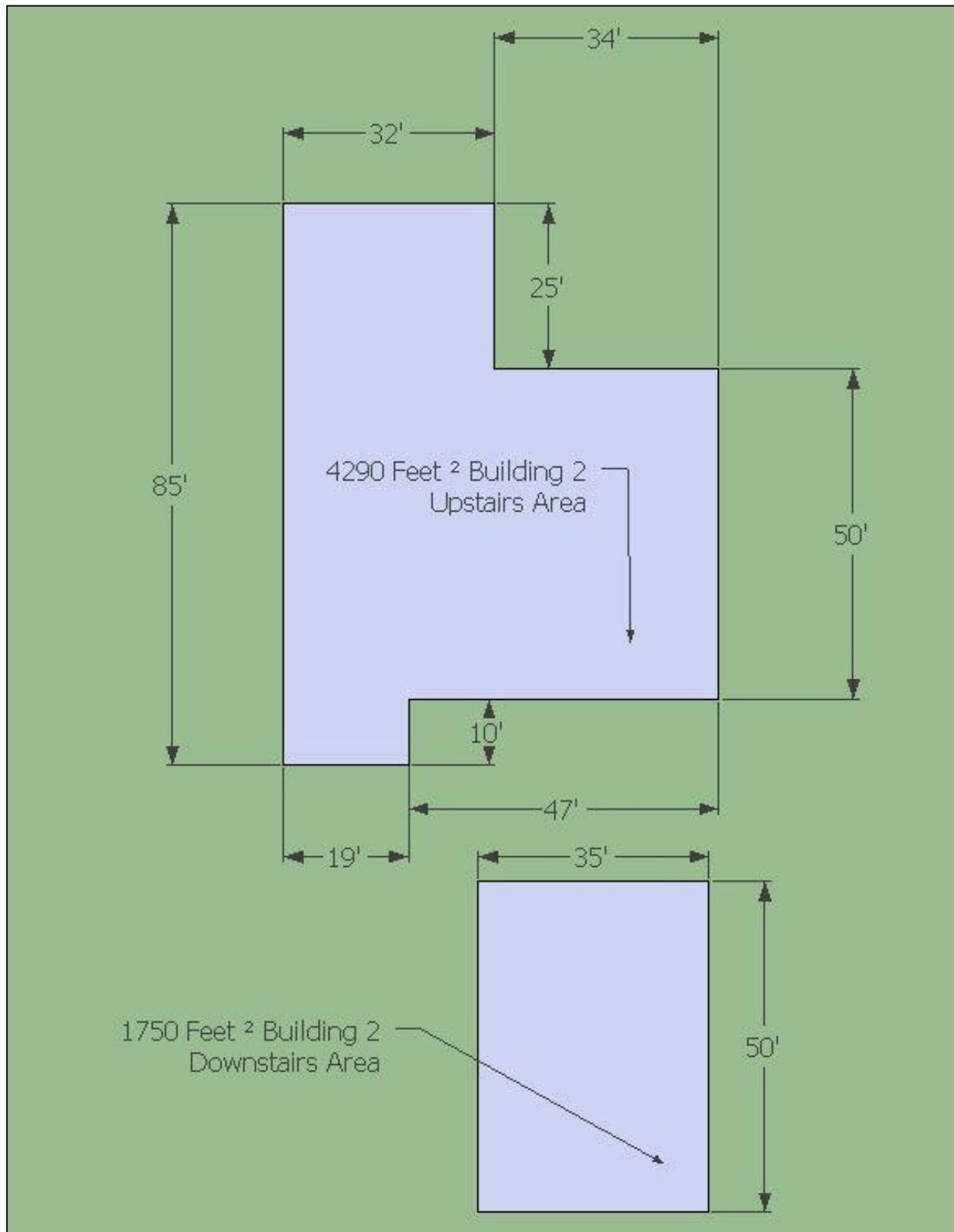
Additional Comments: The subject site is currently improved with two industrial buildings consisting of approximately 27,040 SF of building area. The building finishes consist of corrugated metal ceiling and walls, concrete slab flooring, minimal finished space, and adequate lighting. Building 2 is split level, with access available from an asphalt lot off of 5th Avenue N and from the southeast side of the property on top of the hill. The southeastern corner of the site is at grade with 5th Ave N, rising in elevation moving away from the road frontage along the access drive to an existing ridge, whereby the topography consists of mostly level to gently sloping terrain. The finished area of Building 1 is unknown; however, building two features 190 SF of office space located on the top floor. The buildings are in average condition, given their age. The exact year of completion of each of the improvements is unknown. The eve height of Building 1 is 16 feet. The eve height of Building 2 upstairs is 22' while the downstairs eve height for Building 2 is 19'.

Ancillary site improvements consist of approximately 125,000 SF of asphalt paving that needs to be resurfaced, and a guardrail fence that extends along a retaining wall positioned along the 5th Avenue N road frontage.

BUILDING SKETCH – BUILDING 1



BUILDING SKETCH – BUILDING 2



OWNERSHIP/PREVIOUS SALE DATA

Current Owner: City of Franklin

Prior Sale Date: N/a

Prior Sale Price: N/a

Prior Sale Price/SF: N/a

*Is Prior Sale Arm's Length?:*N/a

Comments/Other recent sales:

There have been no transfers of the property over the past five years.

PROPERTY TAXES

The subject property is currently tax exempt, and has not been appraised for tax purposes.

LOCATION DESCRIPTION/MARKET ANALYSIS

The subject property is located along the southwestern side of 5th Avenue North (Hillsboro Road) in Franklin, Williamson County, Tennessee. Williamson County is one of thirteen counties that comprise the Nashville-Davidson-Murfreesboro-Franklin metropolitan statistical area (MSA), which is among the largest and fastest-growing in the southeastern United States with nearly 2 million residents. Franklin is the largest city in Williamson County with a 2010 US census population of just over 60,000, and serves as the county seat. Due to an extensive network of linkages traversing the area, particularly Interstate 65, north-central Williamson County is highly accessible from bordering Metropolitan Davidson County, and Franklin is generally described as a satellite city of Nashville. Nashville, the anchor city of the MSA, is a second-tier municipality located at the junction of three major interstates (I-24, I-65, and I-40), and is a significant and rapidly expanding economic hub that is centered on the health care, music, publishing, and financial sectors.

Demographic Study Area/Neighborhood: City of Franklin

Current Population: 69,563

Population Trend: Increasing

Current Median Household Income: \$92,278.00

Household Income Trend: Increasing

Neighborhood Character: Suburban

Neighborhood Life-Cycle Stage: Growth

HIGHEST AND BEST USE CONCLUSION

Highest & Best Use – As Vacant: Funeral home, office, or institutional development

Highest & Best Use – As Improved: Funeral home, office, or institutional redevelopment

SALE COMPARABLES

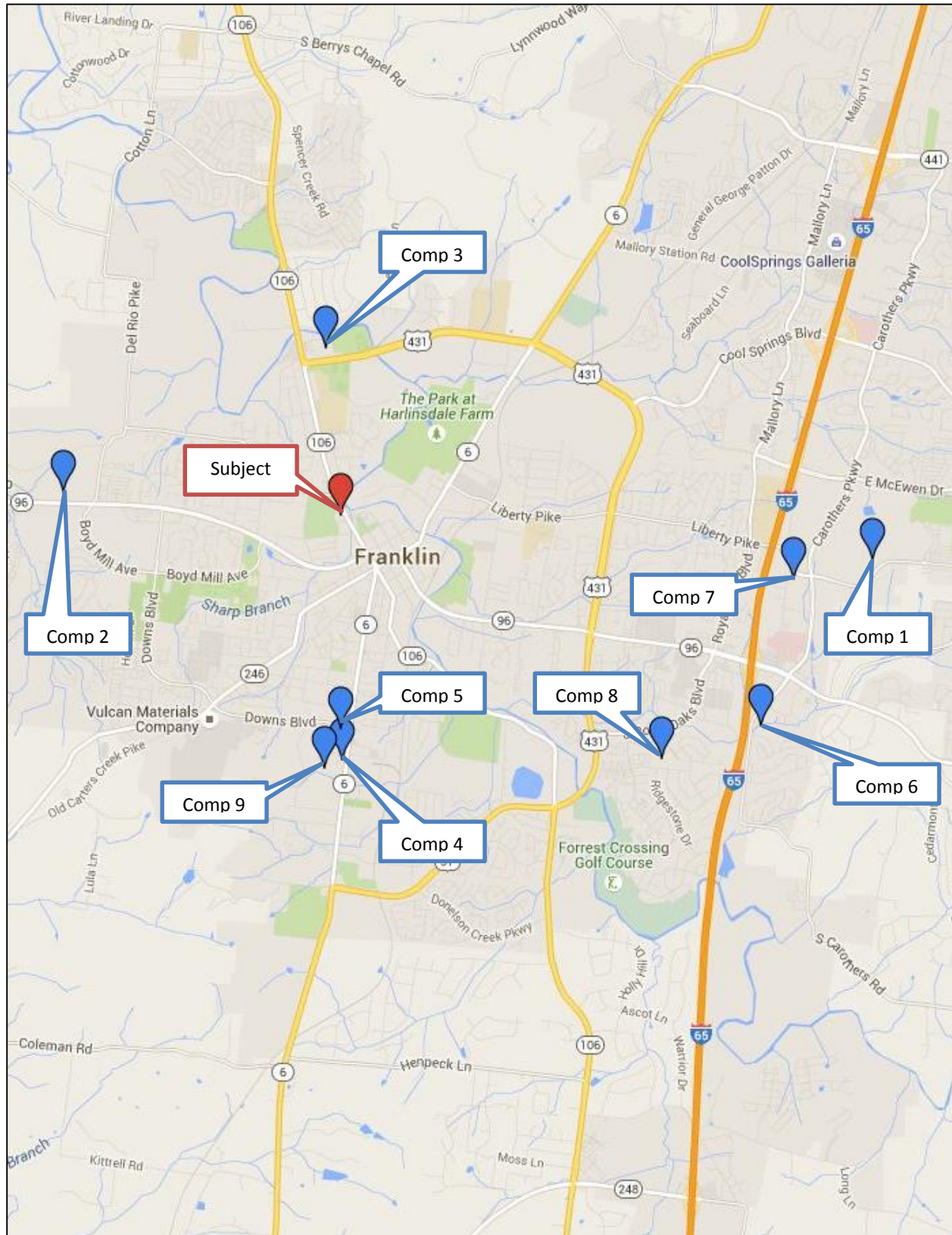
	Comp 1	Comp 2	Comp 3
Address	1228 Liberty Pike	New Highway 96 W	Mack Hatcher Parkway
City/County	Franklin/Williamson	Franklin/Williamson	Franklin/Williamson
State	TN	TN	TN
Map/Parcel	79/40.09	64/19	63/16 & 15.02
Sale Date	12/28/2011	6/17/2014	3/14/2012
Sale Price	\$6,250,000	\$1,129,756	\$2,500,000
Grantor	SSI Liberty Pike, LLC	Franklin Christian Academy, Inc.	Mack Hatcher Retail Partners, LLC
Grantee	State of Tennessee	Harpeth Medical Investors, LLC	Hearth at Franklin, LLC
Financing	Typical	Typical	Typical
Conditions of Sale	Typical	Typical	Typical
Site Area (Acre)	36.00	6.34*	7.80
Site Area (SF)	1,568,282	276,273*	339,654
Floodplain	None	None	Partial - Significant
Zoning	ML	CI	GC
Price per Acre	\$173,611	\$178,195	\$320,513
Price per SF	\$3.99	\$4.09	\$7.36
	Comp 5	Comp 5	Comp 6
Address	1710 Columbia Avenue	203 Downs Boulevard	Carothers South Road
City/County	Franklin/Williamson	Franklin/Williamson	Franklin/Williamson
State	TN	TN	TN
Map/Parcel	90/6.08	78/37	79/80 & 81
Sale Date	Listing	12/19/2012	12/9/2014
Sale Price	\$950,000	\$1,600,000	\$887,500
Grantor	LV Development, LLC	PTW Properties	Richland South, LLC
Grantee	N/a	Ryer, LLC	Soar Adventure Tower, LLC
Financing	N/a	Typical	Typical
Conditions of Sale	N/a	Typical	Typical
Site Area (Acre)	1.48	4.00	4.10*
Site Area (SF)	64,428	174,439	178,596*
Floodplain	None	None	Partial - Significant
Zoning	LI	GC	GC
Price per Acre	\$642,326	\$400,000	\$216,463
Price per SF	\$14.75	\$9.17	\$4.97

*Based on usable land area

	Comp 7	Comp 8	Comp 9
Address	2179 Edward Curd Lane	303 High Hopes Court	Columbia Avenue
City/County	Franklin/Williamson	Franklin/Williamson	Franklin/Williamson
State	TN	TN	TN
Map/Parcel	Part of 79/40.07	79O-C/6	90/6
Sale Date	3/5/2013	5/20/2015	1/29/2014
Sale Price	\$798,828.80	\$430,000	\$2,350,000
Grantor	BancorpSouth	Marty R Duncan Etux	Joni P. Werthan & PWU Properties, LP
Grantee	John W. Landers	High Hopes Inc.	Rolling Hills Community Church, Inc.
Financing	Typical	Typical	Typical
Conditions of Sale	Typical	Typical	Typical
Site Area (Acre)	2.16*	1.44	27.38
Site Area (SF)	94,090*	62,541	1,192,793
Floodplain	None	None	None
Zoning	GO	GO	LI
Price per Acre	\$369,828	\$298,611	\$85,829
Price per SF	\$8.49	\$6.88	\$1.97

*Based on usable land area

COMP MAP



VALUATION ANALYSIS

Sales Adjustment Grid – Price per SF Adjustments

	1	2	3	4	5	6	7	8	9
\$/SF	\$3.99	\$4.09	\$7.36	\$14.75	\$9.17	\$4.97	\$8.49	\$6.88	\$1.97
Property Rights									
Financing									
Conditions of Sale							↑		
Expenditures									
Market Conditions	↑	↑	↑		↑		↑		↑
Status				↓					
Location	↑	↑	↑	↑	↑	↑	↑	↑	↑
Size	↑			↓			↓	↓	↑
Shape					↓		↓		
Access/Frontage		↓		↓	↓		↓		↑
Visibility	↓	↓	↓	↓	↓		↓	↓	↓
Topography	↑	↓		↓	↓	↓	↓		↓
Encumbrances	↑	↓	↑	↓	↓	↑		↓	↓
Zoning			↓	↓	↓	↓	↓	↓	↓
Improvements					↓				
Demolition/Site Prep	↓	↓	↓	↓		↓	↓	↓	↓
Overall	↑	↑	↑	↓	↓	↑	→	→	↑

Green – Upward Adj., Red – Downward Adj., Orange/Blank – Similar / *Note that not all adjustments are equally weighted

The comparable sales ranged in price per square foot from \$1.97 to \$14.75, with a mean and median of \$6.85 and \$6.88 respectively. Considering the comparable sales, most emphasis is placed Comparable 3. Comparable 3 represents the multi-parcel 2012 transfer of approximately 7.80-acres with a large portion of the site within the 100-year and 500-year floodplain. The property is zoned GC, but was purchased for the development of a nursing home facility. A slight upward adjustment is warranted to the sales price, based on the elements of comparison.

Based on the available market data, the as is market value of the subject property is estimated as follows:

\$8.00 per SF x 243,025 = \$1,944,200

Rounded = \$1,940,000

VALUE CONCLUSION

\$1,940,000.00

MARKETING AND EXPOSURE TIME

MARKETING TIME: 12 months or less

EXPOSURE TIME: 12 months or less

CERTIFICATION

I certify that, to the best of my knowledge and belief...

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, unbiased professional analyses, opinions and conclusions.
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10. Jordan M. Bryant, Registered Trainee ID No. 5038, provided significant professional assistance to the person signing this report, including market research and analysis, and report writing, subject to review of the person signing this report.
11. As of the date of this report, I, Ben G. Jones, MAI have completed the requirements of the continuing education program of the Appraisal Institute.
12. Ben G. Jones hereby certifies that he is a Tennessee State Certified General Real Estate Appraiser and his certificate number is CG-3082.
13. Ben G. Jones has not rendered any professional services pertaining to the subject property in the last three years.



Ben G. Jones, MAI, CCIM
Certified General Real Estate Appraiser
License No. 3082
Principal
B.G. Jones & Company

GENERAL ASSUMPTIONS & LIMITING CONDITIONS

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1. The forecasts, projections, or operating estimates contained herein are based upon current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. Therefore, these forecasts are subject to changes in future conditions. Value estimates in this appraisal report are stated in United States currency as of the date of appraisal.
2. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable and in Fee Simple, unless otherwise stated in the report.
3. The property is appraised free and clear of all existing liens and encumbrances, including deed restrictions and developers agreements, unless otherwise stated in this appraisal report.
4. Information furnished by others is believed to be true, correct, and reliable. A reasonable effort has been made to verify such information; however, no responsibility for its accuracy is assumed by the appraiser(s).
5. Maps, plats, and exhibits included in this appraisal report are for illustration only, as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose. The appraiser(s) has not made a survey of the property, and no responsibility is assumed in connection with such matters.
6. The physical condition of the improvements described herein was based on a visual, walk-through inspection. No liability is assumed for the soundness of structural members, building components, mechanical equipment, plumbing, or electrical components as no professional tests were made of the same. The appraiser(s) assumes that no hidden or unapparent conditions of the property, subsoil, or structures exist, which would render the property more or less valuable. The appraiser(s) assumes no responsibility for such conditions, or for engineering which might be required to discover such factors. The appraiser(s) recommends that the client obtain an opinion from a competent engineering firm.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless noncompliance is stated, defined, and considered in this appraisal report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate(s) contain in this report is based.
10. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that no encroachment or trespass exists, unless noted in this appraisal report.
11. Value estimates in this appraisal report apply only to the entire property, and cannot be prorated to individual portions or fractional interests. Any proration or division of interest will invalidate the value estimate(s), unless such proration or division of interests is set forth in this appraisal report.
12. The appraiser(s) is not required to give testimony or attendance in court by reason of this appraisal, with reference to the property in question, unless arrangements have been made previously therefore. The fee charged for this appraisal does not include payment for court testimony or for further consultation.
13. Unless otherwise stated in this appraisal report, the appraiser(s) did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser(s) has no knowledge of the existence of such materials on or in the property. The appraiser(s), however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other

potentially hazardous materials may affect the value of the property. Value estimates within this appraisal report are predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any expertise or engineering knowledge required to discover them. The appraiser(s) recommends that appropriate experts be retained to investigate and determine to what extent, if any, such substances are present and what risks, if any, are involved.

14. The determination concluded in this appraisal, as to whether or not the subject property is located within a Flood Hazard Zone, is based solely on an inspection of available Flood Insurance Rate Map(s) (FIRM) which are distributed by the National Flood Insurance Program (NFIP) and local GIS records (where available). The NFIP maps represent the most recent revisions available after reasonable investigations. Although these maps are the basis for flood hazard determination, the map scale is typically not adequate for accurate comparisons with other maps and/or surveys. Therefore, the determination presented herein regarding location of the subject property outside or within a flood hazard zone should not be construed as a guarantee or certification. Certification of this can only be provided by a qualified engineer and/or surveyor. If there is any possibility that the subject is within an identified flood hazard zone, we recommend that the property should be covered by adequate flood insurance.
15. Unless otherwise noted in this appraisal report, no consideration in the valuation process has been given to subsurface rights (minerals, oil, water, etc.) that may be found on the subject property.
16. Any proposed or incomplete improvements included in this appraisal report are assumed to be completed in accordance with approved plans and specifications and in a workmanlike manner.
17. The appraiser(s) reserves the right to alter opinions of value contained in this appraisal report on the basis of information withheld or not discovered in the normal course of a diligent investigation.
18. The Americans with Disability Act (ADA) became effective July 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis would reveal the need for renovations to comply with that statute. Such a requirement could have an adverse impact on the market value of the property. Because the appraiser has no direct evidence relating to this issue, the appraiser did not consider possible noncompliance with the requirements of the ADA in this report.

QUALIFICATIONS OF BEN G. JONES, MAI, CCIM

Education

University of Tennessee – Knoxville, Tennessee (1996 - 2000)
Bachelor of Science Degree in Finance

Professional Courses & Seminars

Real Estate Appraisal Principles - CLI, 2002
Uniform Standards of Professional Appraisal Practice - CLI, 2002
Appraisal Procedures – Appraisal Institute, 2003
Basic Income Capitalization – Appraisal Institute, 2003
Advanced Income Capitalization – Appraisal Institute, 2003
Advanced Sales & Costs – Appraisal Institute, 2004
Report Writing & Valuation Analysis – Appraisal Institute, 2004
Advanced Applications – Appraisal Institute, 2005
Highest & Best Use and Market Analysis – Appraisal Institute, 2005
Business Practices & Ethics – Appraisal Institute, 2005
Uniform Standards of Professional Appraisal Practice – Appraisal Institute, 2005
USPAP Update Course – Appraisal Institute, 2007, 2009, 2011, 2013
Eminent Domain & Condemnation – Appraisal Institute, 2008
Engineering Plan Development & Application – IRWA, 2008
Federal Agency Update – Appraisal Institute & IRWA, 2009
Understanding 1031 Tax Free Exchanges – GNAR, 2009
Condemnation Appraising: Principles & Applications – Appraisal Institute, 2009
Subdivision Valuation – Appraisal Institute, 2009
Appraising Convenience Stores – Appraisal Institute, 2009
Appraisal Curriculum Overview – Appraisal Institute, 2010
Uniform Appraisal Standards for Federal Land Acquisitions – Appraisal Institute, 2010
Financial Analysis for Commercial Investment Real Estate – CCIM, 2011
Market Analysis for Commercial Investment Real Estate – CCIM, 2012
Realtors Code of Ethics Training – GNAR, 2013
Analyzing Operating Expenses – Appraisal Institute, 2013
Forecasting Revenue – Appraisal Institute, 2013
Investment Analysis for Commercial Investment Real Estate – CCIM, 2013
Commercial Real Estate Negotiations – CCIM, 2013
Advanced Spreadsheet Modeling for Valuation Applications – Appraisal Institute, 2013
User Decision Analysis for Commercial Investment Real Estate – CCIM, 2013

Experience

2007 - Present: Principal, *B.G. Jones & Company, LLC*
2002 - 2007: Commercial Independent Fee Appraiser

Property Types Appraised

- Multi-family Condominiums/Apartments
- Subdivisions/Mixed-Use Projects
- Special Purpose Properties
- Industrial
- Office
- Retail/Restaurants/Convenience Stores
- Agricultural/Rural Land

Professional Affiliation

Tennessee State Certified General Real Estate Appraiser, CG-3082
Member of the Appraisal Institute, No. 12554
Leadership Development Advisory Council Representative - 2006
Real Estate Broker – State of Tennessee – License Number 312995
Member of Greater Nashville Association of Realtors®
Membership Retention Chair – Greater Tennessee Chapter of the Appraisal Institute – 2009-2011
Prequalified Right-of-Way Appraiser for the Tennessee Department of Transportation
Certified Commercial Investment Manager – Member No. 08988151

PHOTOGRAPHS



View facing east towards 5th Avenue N from the subject property



View facing north from the driveway of Building 1



View inside Building 1 taken through a window



View of the roll-up doors for access into the lower end of Building 2



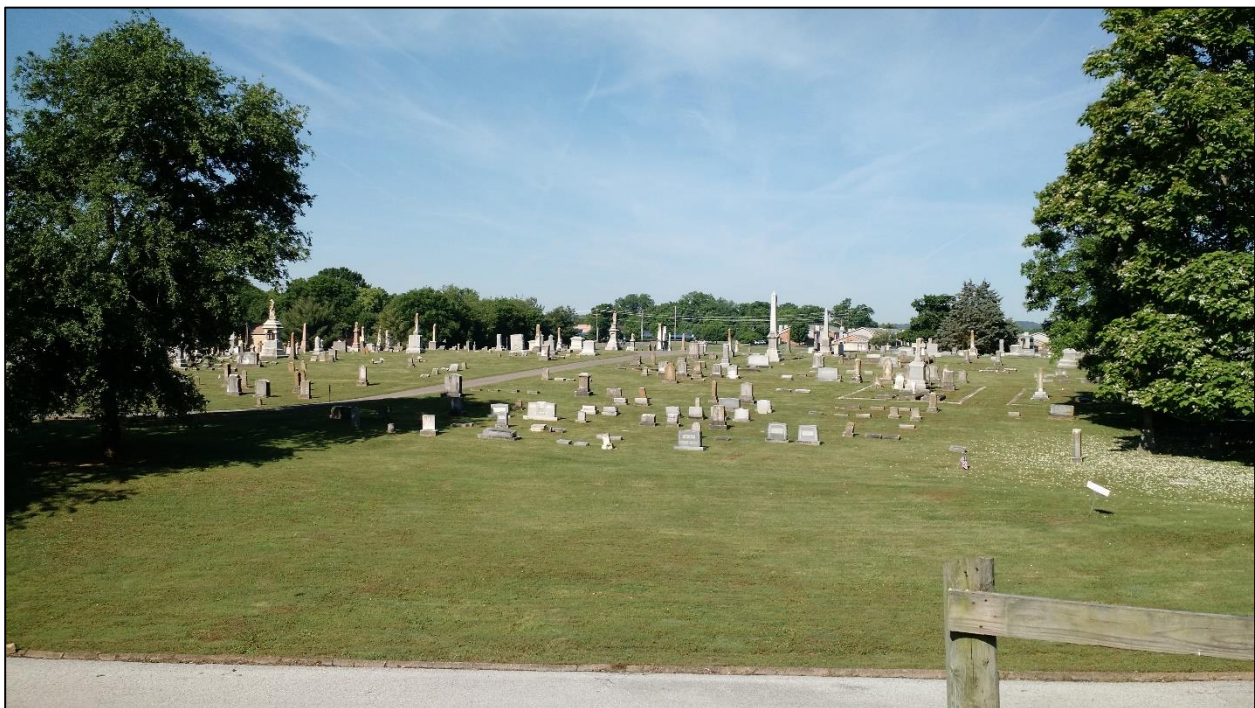
View facing south across the yard along the 5th Avenue N retaining wall



View east of the top portion of Building 2 from the top of the drive



View inside the upstairs portion of Building 2



View facing west from the subject property across Mt. Home Cemetery



View southeast of 5th Avenue N from the retaining wall



View facing north toward the intersection of Del Rio Pike and 5th Avenue N from the yard of the property

ORDINANCE 2015-12

TO BE ENTITLED: "AN ORDINANCE TO ESTABLISH UNIT PRICES ASSOCIATED WITH INFRASTRUCTURE REQUIREMENTS AND AUTHORIZE STAFF TO DETERMINE FINAL PERFORMANCE AGREEMENT (SURETY) AMOUNTS WITHOUT FIRST OBTAINING APPROVAL FROM THE FRANKLIN MUNICIPAL PLANNING COMMISSION."

WHEREAS, Tennessee Code Annotated, 13-3-403 authorizes the Franklin Municipal Planning Commission (FMPC) to approve plats prior to the installation and acceptance of improvements and utilities being installed; and

WHEREAS, Tennessee Code Annotated, 13-3-403 authorizes the FMPC to accept sureties prior to the completion and acceptance of infrastructure in an amount of the actual construction and installation of such improvements and utilities; and

WHEREAS, the FMPC and the Board of Mayor and Aldermen (BOMA) find that it is in the best interest of the City of Franklin, Tennessee (City) to authorize the Planning and Sustainability Department to establish surety amounts based on the unit prices as shown in the Planning and Zoning Administrative Manual; and

WHEREAS, the FMPC and BOMA believe that delegating the approval of final surety amounts to the Development Review Team (DRT) provides for a more expedient conduct of City business; and

WHEREAS, the FMPC and BOMA of the City desires to move towards the most effective administration of City business.

NOW, THEREFORE,

SECTION I: BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that Chapter 6, Section 6.1 of the City of Franklin Zoning Ordinance is hereby amended to delete the following text noted with a ~~strike through~~; to add the following text noted in **bold**; and is approved to read as follows:

6.1 PERFORMANCE AGREEMENT

6.1.1 The Performance Agreement shall be in the amount of One Hundred Ten Percent (110%) of the actual estimated cost of the infrastructure improvement ~~as determined by the Department of Planning and Sustainability~~. The Performance Agreement shall also secure site improvements and private access improvements required pursuant to this ordinance, including necessary off-site improvements.

(1) Infrastructure Performance Agreements

The unit prices associated with infrastructure improvements are established by the BOMA and FMPC and is found in the Planning and Zoning Administrative Manual. The Infrastructure Performance Agreements shall be calculated by the applicant and approved by the City's Development Review Team (DRT). The DRT is authorized to approve the sureties per the standardized table, as published in the Planning and Zoning Administrative Manual, and to

establish the Infrastructure Performance Agreements. FMPC approval of the Infrastructure Performance Agreement amount is required only when an Infrastructure Performance Agreement amount deviates from the published calculations in the Planning and Zoning Administrative Manual or when an applicant wishes to appeal an Infrastructure Performance Agreement amount.

(2) Landscape Performance Agreements

Landscape Performance Agreement amounts shall be calculated by the Department of Planning and Sustainability and approved by the FMPC.

SECTION II: BE IT FURTHER ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that the Development Review Team (DRT) is authorized to establish surety amounts based on the unit prices published in the Planning and Zoning Administrative Manual and approved by BOMA and FMPC. No additional approval by FMPC is required; however, the Planning Director, City Engineer, or Engineering Director may seek approval of the FMPC at any time.

SECTION III. BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this Ordinance shall take effect from and after its passage on third and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form

By: _____
Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED APPROVAL: _____

PASSED FIRST READING: _____

PASSED SECOND READING: _____

PUBLIC HEARING HELD: _____

PASSED THIRD READING: _____

I. CITY WATER:

	<u>UNIT</u>	<u>UNIT COST</u>
6" MAIN	LF	\$65
8" MAIN	LF	\$70
10" MAIN	LF	\$105
12" MAIN	LF	\$100
16" MAIN	LF	\$110
24" MAIN	LF	\$140
BOOSTER STATION (applicant to provide quote from manufacturer)	LS	
FIRE HYDRANT	EA	\$4,000

II. CITY SEWER:

	<u>UNIT</u>	<u>UNIT COST</u>
8" MAIN	LF	\$110
10" MAIN	LF	\$130
12" MAIN	LF	\$155
15" MAIN	LF	\$175
18" MAIN	LF	\$190
24" MAIN	LF	\$250
30" MAIN	LF	\$270
4' MANHOLES	EA	\$3,500
5' MANHOLES	EA	\$4,200
4" FORCE MAIN	LF	\$60
6" FORCE MAIN	LF	\$65
8" FORCE MAIN	LF	\$70
10" FORCE MAIN	LF	\$105
12" FORCE MAIN	LF	\$100
16" FORCE MAIN	LF	\$110
24" FORCE MAIN	LF	\$140
PUMP STATIONS (applicant to provide quote from manufacturer)	LS	
4" RECLAIMED WATER	LF	\$55
6" RECLAIMED WATER	LF	\$60
8" RECLAIMED WATER	LF	\$65
10" RECLAIMED WATER	LF	\$70
12" RECLAIMED WATER	LF	\$80
16" RECLAIMED WATER	LF	\$100

III. PUBLIC STREETS: (Includes all the following inside the R.O.W.)

	<u>UNIT</u>	<u>UNIT COST</u>
LOCAL AND ALLEY PAVEMENT (1.5", 3", 8")	SY	\$66
MAJOR AND MINOR COLLECTOR PAVEMENT (1.5", 2", 4", 8")	SY	\$85
MAJOR AND MINOR ARTERIAL PAVEMENT (1.5", 2", 4", 12")	SY	\$105
CONCRETE DRIVEWAY - RESIDENTIAL (6" CLASS A, 4" BASE)	SF	\$10
CONCRETE DRIVEWAY - COMMERCIAL (8" CLASS A, 4" BASE)	SF	\$14
CONCRETE CURB	LF	\$13
CONCRETE CURB AND GUTTER	LF	\$15
TEMPORARY TURNAROUNDS	EA	\$10,000
STREET ACCESS (ANY NEW CONNECTIONS TO EXISTING STREETS)	EA	\$10,000
SIGNS/STRIPING/ETC	%	5

IV. PRIVATE STREETS: (Includes all the following inside the R.O.W.)

	<u>UNIT</u>	<u>UNIT COST</u>
LOCAL AND ALLEY PAVEMENT	SY	\$66
MAJOR AND MINOR COLLECTOR PAVEMENT	SY	\$85
MAJOR AND MINOR ARTERIAL PAVEMENT	SY	\$105
CONCRETE DRIVEWAY - RESIDENTIAL	SF	\$10
CONCRETE DRIVEWAY - COMMERCIAL	SF	\$14
CONCRETE CURB	LF	\$13
CONCRETE CURB AND GUTTER	LF	\$15
TEMPORARY TURNAROUNDS	EA	\$10,000

STREET ACCESS (ANY NEW CONNECTIONS TO EXISTING STREETS)	EA	\$10,000
SIGNS/STRIPING/ETC	%	5
<u>V. TRAFFIC SIGNALS:</u>	<u>UNIT</u>	<u>UNIT COST</u>
TRAFFIC SIGNAL MODIFICATION	EA	\$140,000
TRAFFIC SIGNAL INSTALLATION (NEW)	EA	\$275,000
<u>VI. PUBLIC SIDEWALKS:</u>	<u>UNIT</u>	<u>UNIT COST</u>
CONCRETE SIDEWALK (4" CLASS A, 4" BASE)	SF	\$8
MULTI-USE PATH - CONCRETE (4" CLASS A, 4" BASE)	SF	\$8
MULTI-USE PATH - PERVIOUS CONCRETE (4" PERVIOUS CONCRETE, 6" BASE)	SF	\$14
MULTI-USE PATH - ASPHALT (1.5" SURFACE, 3" BINDER, 4" BASE)	SF	\$3
HANDICAP RAMP AND DETECTABLE WARNING	EA	\$900
<u>VII. DRAINAGE: (Includes <i>all</i> stormwater infrastructure listed below)</u>	<u>UNIT</u>	<u>UNIT COST</u>
15" RCP CULVERT	LF	\$40
18" RCP CULVERT	LF	\$45
24" RCP CULVERT	LF	\$60
30" RCP CULVERT	LF	\$80
36" RCP CULVERT	LF	\$95
42" RCP CULVERT	LF	\$115
48" RCP CULVERT	LF	\$165
54" RCP CULVERT	LF	\$175
60" RCP CULVERT	LF	\$255
72" RCP CULVERT	LF	\$270
BOX CULVERT(S) ____ @ ____' X ____' (<i>applicant to provide quote from manufacturer</i>)	LS	
HEADWALLS	CY	\$700
SINGLE INLET/JUNCTION BOX	EA	\$3,500
DETENTION POND OUTLET STRUCTURE	EA	\$7,000
DOUBLE INLET	EA	\$4,000
SAFETY GRATES	EA	\$1,200
DITCH WORK	SY	\$10
EROSION CONTROL - DISTURBED AREA	AC	\$7,500
<u>VIII. GREEN INFRASTRUCTURE:</u>	<u>UNIT</u>	<u>UNIT COST</u>
PERMEABLE PAVEMENT/PAVERS	SF	\$15
DRY POND	CY	\$10
WET POND	CY	\$12
BIORETENTION/RAIN GARDEN (Water Quality Volume)	CY	\$40
URBAN BIORETENTION (Water Quality Volume)	CY	\$40
GRASS CHANNEL	SY	\$40
WATER QUALITY SWALE	SY	\$60
INFILTRATION TRENCH	SF	\$4
LEVEL SPREADER	LF	\$10
GREEN ROOF	SF	\$20
CONSTRUCTED WETLANDS	SF	\$10
WATER QUALITY UNIT (<i>applicant to provide quote from manufacturer</i>)	EA	
<u>IX. ITS ELEMENTS:</u>	<u>UNIT</u>	<u>UNIT COST</u>
3" CONDUIT UNDER PAVEMENT OR SIDEWALK	LF	\$25
3" CONDUIT IN NON-PAVED AREA	LF	\$10
FIBEROPTIC PULL BOX (400-500' APART)	EA	\$1,500
36-STRAND SM FIBER OPTIC CABLE	LF	\$3
CCTV CAMERA, POLE AND CABINET	EA	\$55,000
SIGNAL SYSTEM DETECTORS (2-WAY)	EA	\$7,000
SIGNAL CONTROLLER W/ F.O. MODEM	EA	\$5,000

ORDINANCE 2015-22

TO BE ENTITLED, "AN ORDINANCE TO ANNEX 1845 CARTERS CREEK PIKE CONSISTING OF 75.69 ACRES, LOCATED WEST OF CARTERS CREEK PIKE AND SOUTHWEST OF DOWNS BOULEVARD AND ADJOINING THE CITY LIMITS WITHIN THE SOUTHWESTERN PART OF THE FRANKLIN URBAN GROWTH BUNDARY (UGB)."

WHEREAS, the City of Franklin, Tennessee, has determined that it would be in the best interests of its existing residents to annex 75.69 acres located west of Carters Creek Pike and southwest of Downs Boulevard and adjoining the City limits within the southwestern part of the Franklin Urban Growth Boundary (UGB)., and that the failure to annex said property will inhibit the prosperity of the City and endanger the safety and welfare of its inhabitants; therefore:

PREMISES CONSIDERED

SECTION I: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the following described property shall be, and is hereby, annexed in and to the corporate limits of the City of Franklin, Tennessee:

A tract of land situated in the 5th Civil District of Williamson County, Tennessee more particularly described as follows:

Beginning at an iron pin found in the westerly right-of-way line of Carters Creek Pike at the northeast corner of that parcel of land conveyed to Betty J. Slaughter Watkins, et vir of record in Book 244, page 204, R.O.W.C., TN; thence, with Watkins, N 67° 53' 16" W, 95.00 feet to a 15" cedar tree; thence, with Watkins, S 22° 14' 46" W, 63.01 feet to an iron pin found; thence, with the northerly line of that parcel of land conveyed to Betty Jo Roberson of record in Book 262, page 743, R.O.W.C, TN, N 81° 04' 46" W, 109.60 feet to an iron pin found; thence, with the easterly line of that parcel of land conveyed to Alice G. Cannon of record in Book 492, page 457, R.O.W.C., N 11° 47' 13" W, 11.93 feet to a cedar post found; thence, with Cannon, S 79° 58' 12" W, 207.15 feet to a steel post found; thence, with the northerly line of that parcel of land conveyed to Peter Scruggs of record in Book 89, page 160, R.O.W.C., TN, S 82° 02' 29" W, 165.59 feet to an iron pin found; thence, with Scruggs, S 79° 02' 37" W, 72.03 feet to an iron pin found; thence, a new line of division, N° 63° 36' 42" E, 919.71 feet to an iron pin set; thence, a new line of division, S 81° 19' 00" E, 150.00 feet to an iron pin set; thence, with the westerly right-of-way line of Carters Creek Pike, 26.20 feet along the arc of a curve to the left having a radius of 626.81 feet, a central angle of 02° 23' 42", and a chord bearing and distance of S 04° 12' 46"W, 26.20 feet to an iron pin found; thence, with said right-of-way line, S 03° 00' 55" W, 166.59 feet to an iron pin found; thence with said right-of-way line, 384.37 feet along the arc of a curve to the right having a radius of 1160.60 feet, a central angle of 18° 58' 31", and a chord bearing and distance of S 12° 30' 11" W, 382. 61 feet to a paint mark found on a rock;

thence, with said right-of-way line, S 21° 59' 26" W, 362.84 feet according to a survey dated April 21, 1997 by Mark S. Goodman R.L.S. #1491, Franklin, Tennessee

Zoning Reference Number: 15-04:

Map-Parcel	Acres
077-03400	75.69
Total	75.69

SECTION II: BE IT FURTHER ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the attached Location Map shall serve the purpose of delimiting the geographical boundaries as described by this Ordinance.

SECTION III: BE IT FURTHER ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the annexed property shall become part of Aldermanic Ward Three.

SECTION IV: BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after the third and final reading of the Board of Mayor and Aldermen.

ATTEST:

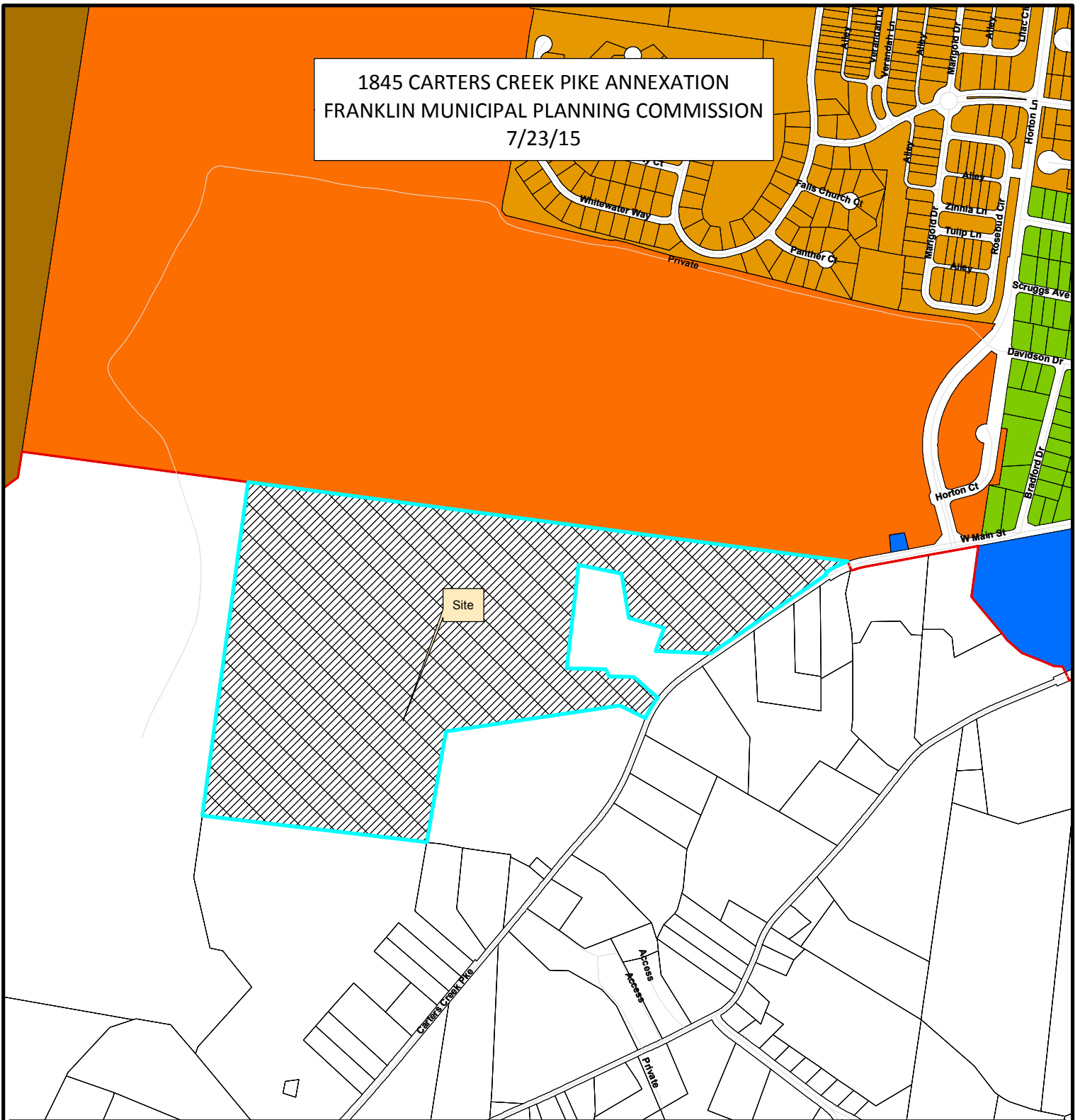
CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC STUCKEY
CITY ADMINISTRATOR

BY: _____
DR. KEN MOORE
MAYOR

PLANNING COMMISSION RECOMMENDED APPROVAL:	_07-23-15_
PASSED FIRST READING:	_08-11-15_
PUBLIC HEARING HELD:	_09-08-15_
PASSED SECOND READING:	_09-08-15_
PASSED THIRD AND FINAL READING:	_09-22-15_

1845 CARTERS CREEK PIKE ANNEXATION
FRANKLIN MUNICIPAL PLANNING COMMISSION
7/23/15



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



0 0.05 0.1 0.2 Miles

This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
All data and materials (c) copyright 2014. All rights reserved.

ORDINANCE 2015-23

TO BE ENTITLED, "AN ORDINANCE TO ZONE THE PROPERTY LOACTED AT 1845 CARTERS CREEK PIKE TO AG, AGRICULTURE, CONSISTING OF 75.69 ACRES, LOCATED WEST OF CARTERS CREEK PIKE AND SOUTHWEST OF DOWNS BOULEVARD AND ADJOINING THE CITY LIMITS WITHIN THE SOUTHWESTERN PART OF THE FRANKLIN URBAN GROWTH BOUNDARY (UGB)."

SECTION I: BE IT ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the following described property shall be, and is hereby, zoned AG:

A tract of land situated in the 5th Civil District of Williamson County, Tennessee more particularly described as follows:

Beginning at an iron pin found in the westerly right-of-way line of Carters Creek Pike at the northeast corner of that parcel of land conveyed to Betty J. Slaughter Watkins, et vir of record in Book 244, page 204, R.O.W.C., TN; thence, with Watkins, N 67° 53' 16" W, 95.00 feet to a 15" cedar tree; thence, with Watkins, S 22° 14' 46" W, 63.01 feet to an iron pin found; thence, with the northerly line of that parcel of land conveyed to Betty Jo Roberson of record in Book 262, page 743, R.O.W.C, TN, N 81° 04' 46" W, 109.60 feet to an iron pin found; thence, with the easterly line of that parcel of land conveyed to Alice G. Cannon of record in Book 492, page 457, R.O.W.C., N 11°47' 13" W, 11.93 feet to a cedar post found; thence, with Cannon, S 79° 58' 12" W, 207.15 feet to a steel post found; thence, with the northerly line of that parcel of land conveyed to Peter Scruggs of record in Book 89, page 160, R.O.W.C., TN, S 82° 02; 29" W, 165.59 feet to an iron pin found; thence, with Scruggs, S 79° 02' 37" W, 72.03 feet to an iron pin found; thence, a new line of division, N° 63° 36' 42" E, 919.71 feet to an iron pin set; thence, a new line of division, S 81° 19; 00" E, 150.00 feet to an iron pin set; thence, with the westerly right-of-way line of Carters Creek Pike, 26.20 feet along the arc of a curve to the left having a radius of 626.81 feet, a central angle of 02° 23' 42", and a chord bearing and distance of S 04° 12' 46"W, 26.20 feet to an iron pin found; thence, with said right-of-way line, S 03° 00' 55" W, 166.59 feet to an iron pin found; thence with said right-of-way line, 384.37 feet along the arc of a curve to the right having a radius of 1160.60 feet, a central angle of 18° 58' 31", and a chord bearing and distance of S 12° 30' 11" W, 382. 61 feet to a paint mark found on a rock; thence, with said right-of-way line, S 21° 59' 26" W, 362.84 feet according to a survey dated April 21, 1997 by Mark S. Goodman R.L.S. #1491, Franklin, Tennessee

Zoning Reference Number: 15-04:

Map-Parcel	Acres
077-03400	75.69
Total	75.69

SECTION II: BE IT FURTHER ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the attached Location Map shall serve the purpose of delimiting the geographical boundaries as described by this Ordinance.

SECTION III: BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect from and after the third and final reading of the Board of Mayor and Aldermen.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

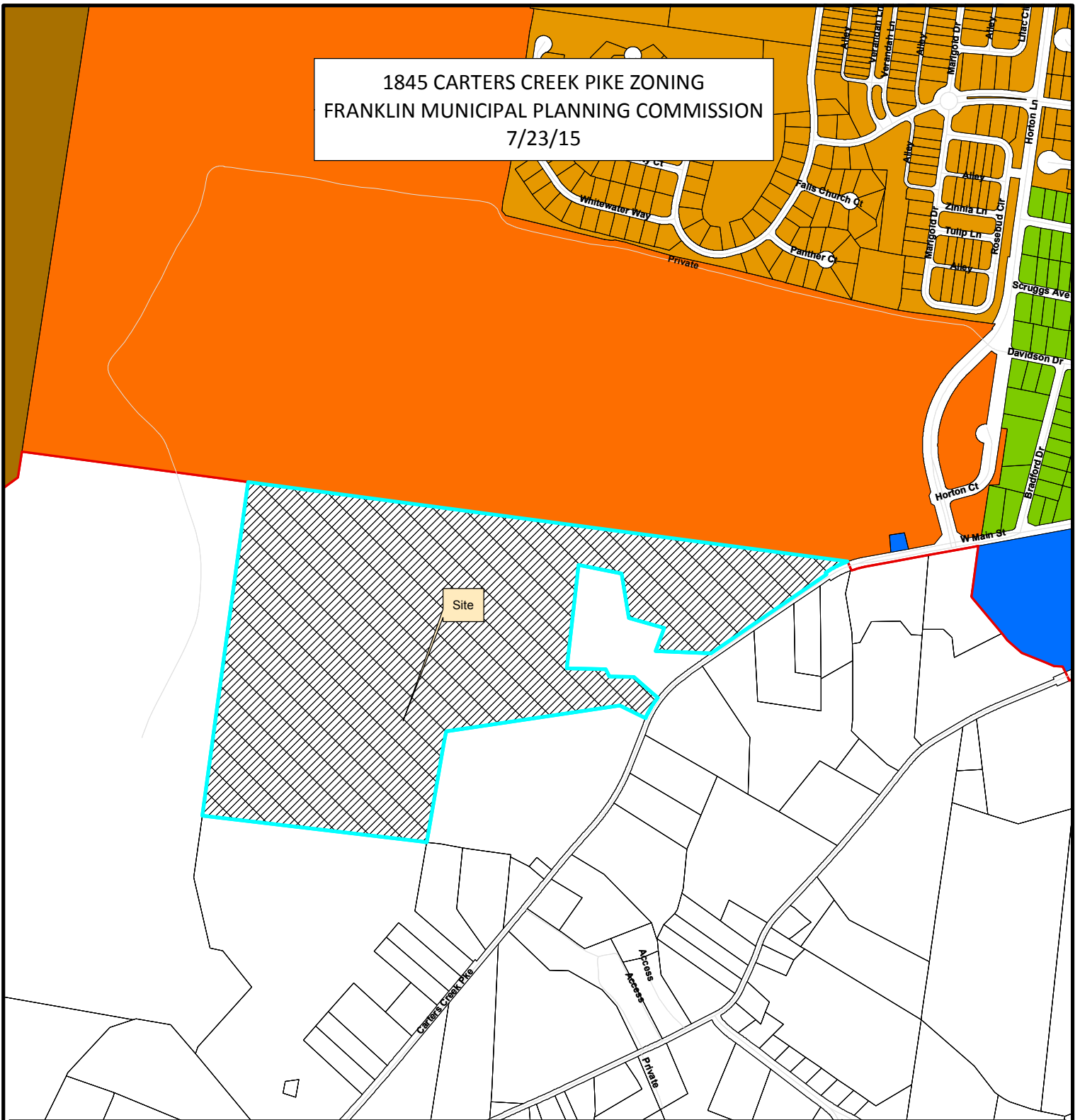
BY: _____
ERIC STUCKEY
CITY ADMINISTRATOR

BY: _____
DR. KEN MOORE
MAYOR

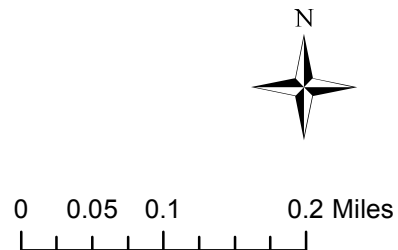
PLANNING COMMISSION RECOMMENDED APPROVAL:
PASSED FIRST READING:
PUBLIC HEARING HELD:
PASSED SECOND READING:
PASSED THIRD AND FINAL READING:

07-23-15
08-11-15
09-08-15
09-08-15
09-22-15

1845 CARTERS CREEK PIKE ZONING
FRANKLIN MUNICIPAL PLANNING COMMISSION
7/23/15



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



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RESOLUTION 2015-26

A RESOLUTION, AS AMENDED, ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF 1845 CARTERS CREEK PIKE BY THE CITY OF FRANKLIN, TENNESSEE.

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

1845 CARTERS CREEK PIKE

The proposed annexation area of 75.69 acres located west of Carters Creek Pike and southwest of Downs Boulevard and adjoining the City limits within the southwestern part of the Franklin Urban Growth Boundary (UGB). A map is attached as Exhibit A. The area comprises a total of 75.69 acres in one parcel with one owner, Janet Wagner ("Owner"). The Applicant John and Camille Schaeffer are in process of purchasing the property from the Owner. The Applicant has requested annexation by the City of Franklin. The area currently is vacant ("Property").

WHEREAS, the Property is contiguous to the City of Franklin City limits.

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

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

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

Water

The property is located within the City of Franklin Utility District. The property owner shall be responsible for the engineering, design and construction of a public water main from the intersection of Bradford Drive and West Main Street along Carters Creek Pike across the frontage of their property (approximately 1,900 LF). It shall be the responsibility of the property owner to ensure that adequate water for both domestic use and fire protection is provided to the site. The City does not allow water mains within state right-of-way. The property owner shall be required to acquire the necessary offsite easements to provide service to the property.

Reclaimed Water

According to the City of Franklin's Municipal Code, reclaimed water systems need to be extended to a development if the development is within 1,000 feet of an existing reclaimed water line. In the case of this property, a several-mile extension would be required to serve the property. For this reason, reclaimed water will not be required to be extended to the property.

Wastewater

The majority of the property lies within the West Basin as defined in the City of Franklin Sanitary Sewer Basin Study. The proposed property is anticipated to construct a horse barn, a track building, an indoor riding ring, and three caretaker apartments creating very little impact on the sanitary sewer collection system. The property owner will be responsible for the engineering, design and construction of a public main from the Carters Creek pump station across the frontage of the property (approximately 1,200LF). In addition, the property owner shall be required to acquire and dedicate exclusive easements outside of the existing and future right-of-ways of Carters Creek Pike.

The Carters Creek pump station has limited capacity. If the use and intensity change on the property, then the property owner may be required to extend public infrastructure from the Westhaven Development, as shown in the sanitary sewer basin master plans (approximately 9,000 LF).

Stormwater

The property owner shall be responsible for the engineering, design and construction of the necessary stormwater infrastructure for the development of the property and shall comply with all requirements as outlined in the Franklin Municipal Code. As the property develops, the City of Franklin will charge prevailing stormwater user fees per policies and procedures as outlined in the Franklin Municipal Code.

Streets

Access to the property shall be provided on Carters Creek Pike. Carters Creek Pike is classified as a Minor Arterial in the City of Franklin Major Thoroughfare Plan. The property owner shall be required to dedicate the necessary future right-of-way for Carters Creek Pike to allow the City to make future improvements as this area of the City continues to develop. The property owner shall be required to dedicate 67.5 feet of right-of-way from the existing centerline of Carters Creek Pike as part of the final plat.

The future extension of Mack Hatcher Parkway goes through the western portion of this property. The property owner shall be required to reserve 225 feet of right-of-way following the proposed centerline of the Mack Hatcher Parkway Extension project. This shall be completed as part of the final plat.

The property owner shall be required to complete a traffic impact study as part of the development of this property. Additional requirements will be determined as part of the site plan review and approval process.

Traffic Control

Traffic signals, traffic signs, street markings, and other traffic-control devices will be installed as the need is established by appropriate study and traffic standards. New development after the effective date of annexation shall comply with City regulations governing traffic markings.

Street Lighting

No off-site street lighting is proposed. Street lighting within new developments shall be funded and installed by the property owner per City policy.

Street Name Signs

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

Planning and Zoning

The Planning and Zoning jurisdiction will extend to the annexed area on the effective date of the annexation. City Planning will thereafter encompass the annexed area.

Fire Protection

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

Police Protection

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

Building and Code Inspection Services

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

Garbage and Recycling Pickup and Environmental

The Sanitation Department will begin pick-up, per their regulations, on the effective day of annexation.

City of Franklin Land Use Plan

SOUTHALL CHARACTER AREA

The Southall Character Area straddles Carters Creek Pike and Columbia Avenue to the southwest and south of downtown Franklin. To the north, the area is bound by the West Harpeth and Central Franklin Character Areas, to the east by the Carnton and Goose Creek Character Areas and to the south and west by the UGB. There are approximately 4,230 acres in the area, and large residential lots and vacant land account for a majority of that acreage. There are almost 400 acres dedicated to industrial uses, which is more than half of the region's total (although much of this is the rock quarry), and there is also some commercial and office space. There is no Attached Residential in this area. Rolling Meadows Subdivision, in the adjacent West Harpeth Character Area, is an example of a desirable affordable neighborhood. Affordable housing is an important element that should be provided for in the area. The lack of sewer infrastructure limits residential development in the southern portion of the area, unless advanced on-site technology is permitted. Other areas of inadequate infrastructure include the

need for additional collector roads necessary to access undeveloped pockets of land. The Southall Character Area has rich natural resources including rolling terrain with significant areas constrained by steep slopes (twenty percent or greater), hilltops and significant mature tree cover that provides habitat for wildlife. These features should be preserved to the greatest extent possible to maintain the environmental quality and scenic views within the area. The Lula Lane incinerator is no longer operating and provides an opportunity for redevelopment. Whenever possible, opportunities to create parks and to preserve open space should be pursued. Connectivity of these elements as part of a regional network is important.

SPECIAL AREA 4

1. This area shall have vehicular and pedestrian connections to Westhaven and Willow Springs PUD Subdivisions.

VISION

The Southall Character Area will remain semi-rural with strong preservation of natural features, particularly of hillsides and hilltops. Development will respect and enhance the character of the area while creating neighborhoods and preserving natural features, such as steep slopes, hilltops and floodplains.

SECTION 2. This Resolution shall be effective from and after its adoption.

ADOPTED THIS _____.

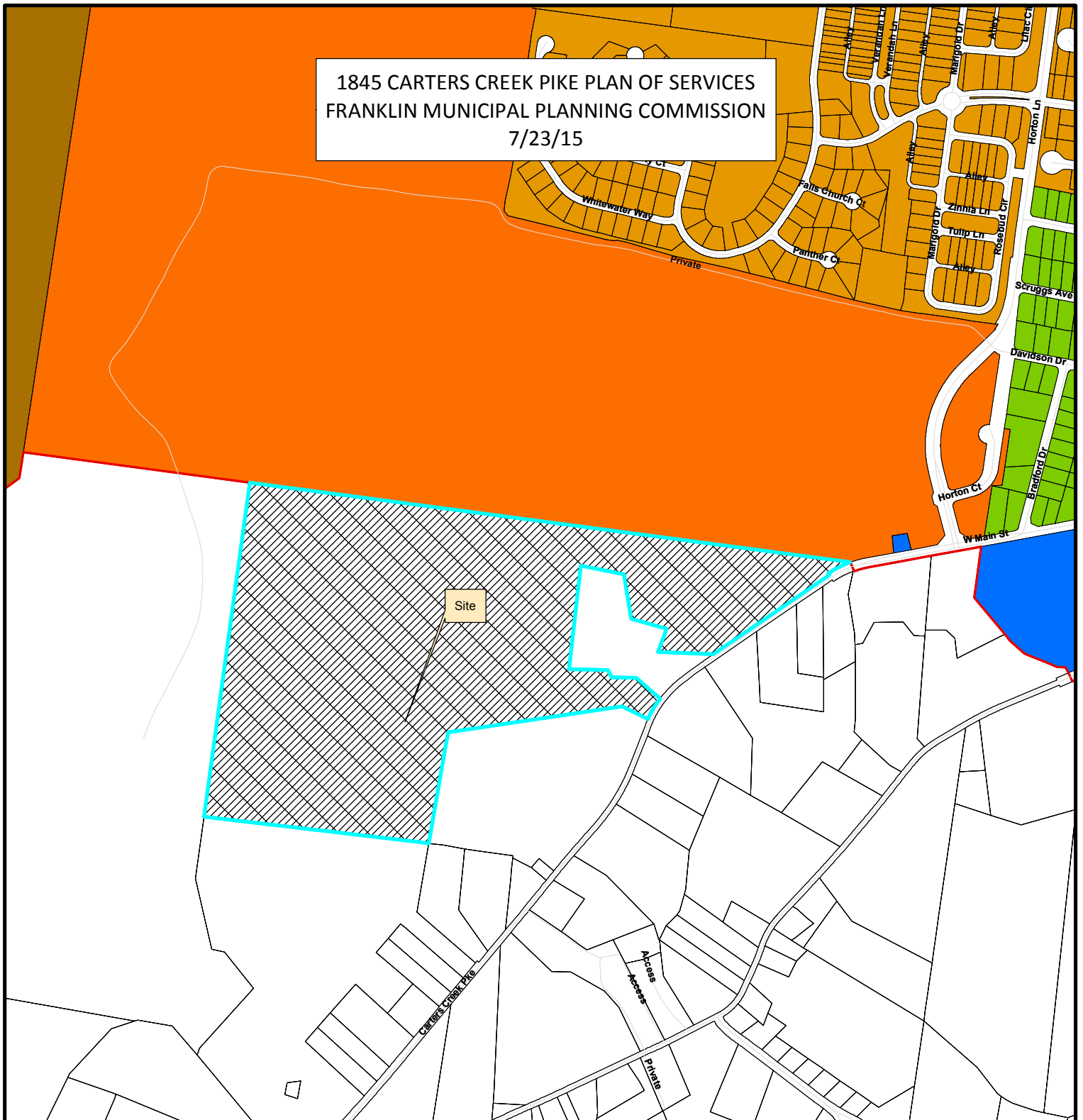
ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

1845 CARTERS CREEK PIKE PLAN OF SERVICES
FRANKLIN MUNICIPAL PLANNING COMMISSION
7/23/15



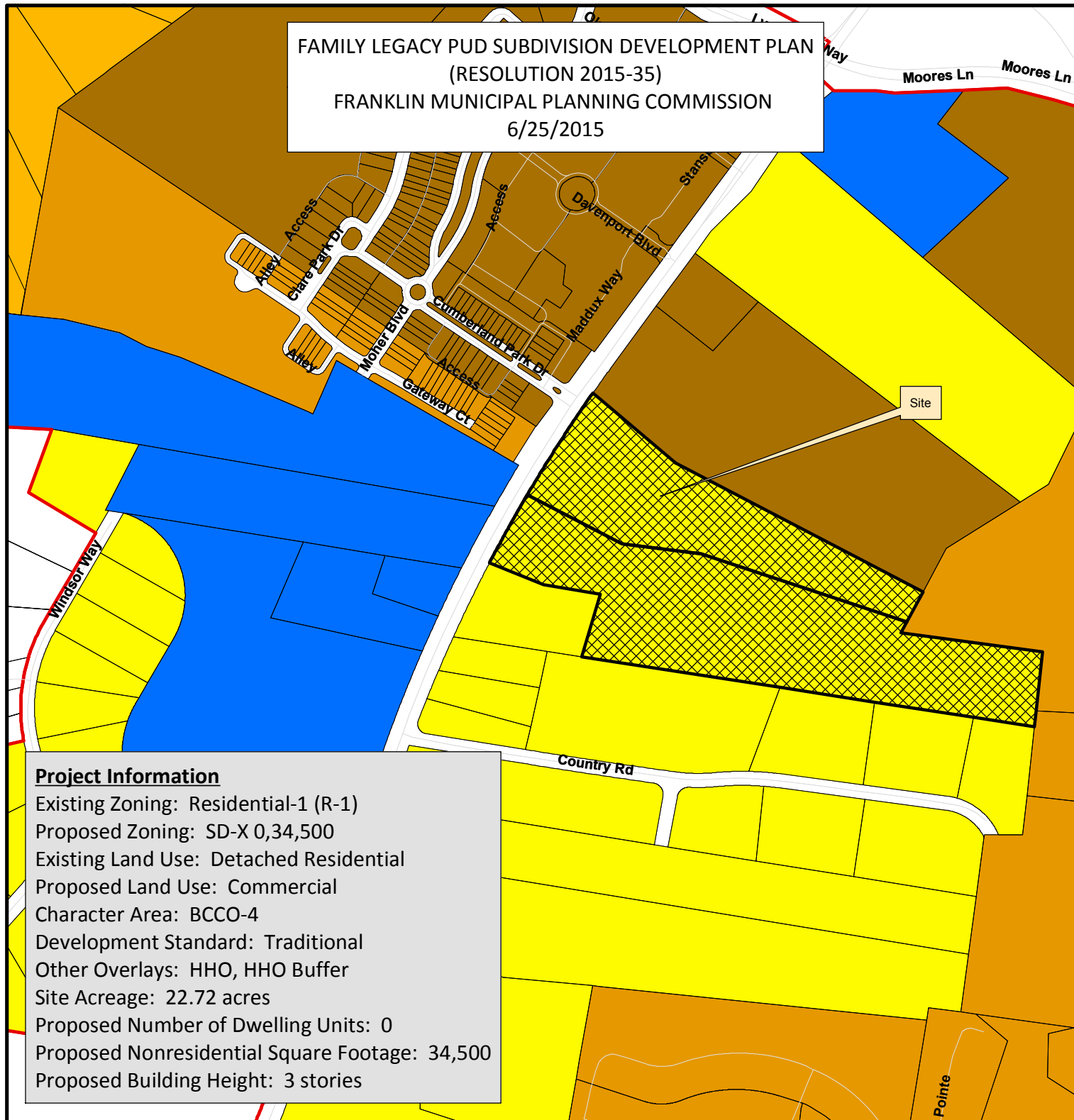
- | | |
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0 0.05 0.1 0.2 Miles

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FAMILY LEGACY PUD SUBDIVISION DEVELOPMENT PLAN
(RESOLUTION 2015-35)
FRANKLIN MUNICIPAL PLANNING COMMISSION
6/25/2015



Project Information

Existing Zoning: Residential-1 (R-1)
Proposed Zoning: SD-X 0,34,500
Existing Land Use: Detached Residential
Proposed Land Use: Commercial
Character Area: BCCO-4
Development Standard: Traditional
Other Overlays: HHO, HHO Buffer
Site Acreage: 22.72 acres
Proposed Number of Dwelling Units: 0
Proposed Nonresidential Square Footage: 34,500
Proposed Building Height: 3 stories

Family Legacy PUD Subdivision	SD-R Specific Development-Residential
AG Agricultural District	SD-X Specific Development-Variety
ER Estate Residential	OR Office Residential District
R-1 Residential District	GO General Office District
R-2 Residential District	CC Central Commercial District
R-3 Residential District	NC Neighborhood Commercial District
R-6 Historic Core Residential District	GC General Commercial District
RM-10 Attached 10 Residential District	LI Light Industrial District
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0 250 500 1,000
Feet

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ORDINANCE 2015-17

AN ORDINANCE TO REZONE +/- 22.72 ACRES FROM RESIDENTIAL 1 DISTRICT (R-1) TO SPECIFIC DEVELOPMENT VARIETY (SD-X 0, 34500) DISTRICT FOR THE PROPERTIES LOCATED AT 554 AND 562 FRANKLIN ROAD.

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

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

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

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

SECTION I: The following described property shall be, and are hereby, zoned Specific Development-Variety (SD-X 0,34500):

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, meeting in regular session this 13th day of October, 2015:

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

Map--Parcel	Acres
053---07401	14.38
053---07300	7.99
TOTAL	± 22.37

Tract A

Beginning at a Point located approximately 690 feet northwest of the intersection of Franklin Road and Country Road, along the east margin of Franklin Road right of way, said point being the southwestern corner of said Rogers and the northwestern corner of Amy Jenkins Smith, of record in Plat Book 60, Page 91, R.O.W.C., TN;

Thence, with the east margin of said Franklin Road, along a curve to the right, having a delta of 05 degrees 11 minutes 49 seconds, a radius of 2906.80 feet, a tangent of 131.92 feet, an arc of 263.66 feet, a chord bearing of North 22 degrees 54 minutes 31 seconds East, and a chord length of 263.57 feet to a point, said point being the southwest corner said Holloway;

Thence, leaving the east margin of said Franklin Road and following the south line of said Holloway, South 67 degrees 05 minutes 29 seconds East, a distance of 427.77 feet to a point;

Thence South 89 degrees 34 minutes 42 seconds East, a distance of 268.73 feet to a point;

Thence South 73 degrees 35 minutes 30 seconds East, passing the southeast corner of said Holloway and following the west line of VR Landings at Brentwood LP, of record in Plat book 10, Page 68, R.O.W.C., TN along the way, for a total distance of 762.47 feet to a point;

Thence South 88 degrees 01 minutes 17 seconds East, a distance of 509.59 feet to a point;

Thence South 01 degrees 21 minutes 43 seconds West, a distance of 276.48 feet to a point, said point being the northeast corner of Jeffery Parris, of record in Deed Book 1124, Page 282;

Thence, leaving the west line of said VR Landings and following the north line of said Parris, North 85 degrees 46 minutes 29 seconds West, passing by the lands of Huirong Zhu, of record in Deed Book 3710, Page 181, R.O.W.C., TN, John Jason Rovenstine, of record in Deed Book 5974, Page 532, R.O.W.C., TN, and Teresa Brooks Hughes, of record in Deed Book 5267, Page 316, R.O.W.C., TN, along the way for a total distance of 1658.10 feet to a point, said point being the southeast corner of said Smith;

Thence, leaving the north line of said Hughes and following the east line of said Smith, North 15 degrees 23 minutes 12 seconds East, a distance of 232.18 feet to a point, said point being the northeast corner of said Smith;

Thence, with the north line of said Smith, North 83 degrees 40 minutes 25 seconds West, a distance of 231.00 feet to a point;

Thence North 70 degrees 19 minutes 31 seconds West, a distance of 188.93 feet to the Point of Beginning and containing 626,507.73 square feet or 14.38 acres more or less.

Tract B

Beginning at a Point located approximately 965 feet northwest of the intersection of Franklin Road and Country Road, along the east margin of Franklin Road right of way, said point being the southwestern corner of said Holloway and the northwestern corner of said Rogers;

Thence, with the east margin of said Franklin Road, along a curve to the right, having a delta of 08 degrees 21 minutes 23 seconds, a radius of 2906.80 feet, a tangent of 212.35 feet, an arc of 423.95 feet, a chord bearing of North 29 degrees 41 minutes 07 seconds East, and a chord length of 423.58 feet to a point, said point being the southwest corner of Gary Dwayne Fagan, of record in Deed Book 2153, Book 880, R.O.W.C., TN;

Thence, leaving the east margin of said Franklin Road and following the south line of said Fagan, South 54 degrees 52 minutes 06 seconds East, a distance of 431.60 feet to a point;

Thence South 65 degrees 34 minutes 52 seconds East, a distance of 933.63 feet to a point, said point being the southeast corner of said Fagan and in the west line of VR Landings at Brentwood LP, of record in Plat book 10, Page 68, R.O.W.C., TN;

Thence, thence with the west line of said VR Landings, South 26 degrees 32 minutes 12 seconds West, a distance of 119.89 feet to a point, said point being in the north line of said Rogers;

Thence, leaving the west line of said VR Landings and following the north line of said Rogers, North 73 degrees 35 minutes 30 seconds West, a distance of 726.12 feet to a point;

Thence North 89 degrees 34 minutes 42 seconds West, a distance of 268.73 feet to a point;

Thence North 67 degrees 05 minutes 29 seconds West, a distance of 427.77 feet to the Point of Beginning and containing 348,219.28 square feet or 7.99 acres more or less.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY
CITY ADMINISTRATOR/RECORDER

BY: _____
DR. KEN MOORE
MAYOR

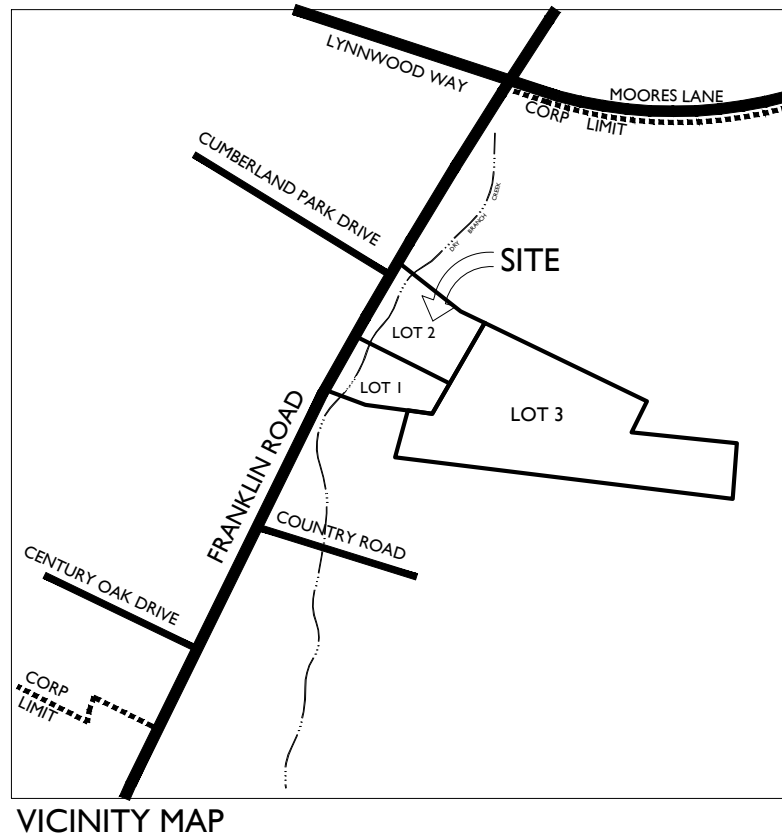
PLANNING COMMISSION RECOMMENDED APPROVAL: 07-23-2015

PASSED FIRST READING: 08-25-15

PUBLIC HEARING HELD: 09-22-15

PASSED SECOND READING: 09-22-15

PASSED THIRD READING: 10-13-15



LEGAL DESCRIPTION

The following legal description is for two tracts of land in the Eighth Civil District of Williamson County, City of Franklin, Tennessee, located on the lands of Stephen Rogers, of record in Deed Book 1062, Page 272, R.O.W.C., TN., and James Holloway, of record in Deed Book 2405, Page 554, R.O.W.C., TN.

Tract A

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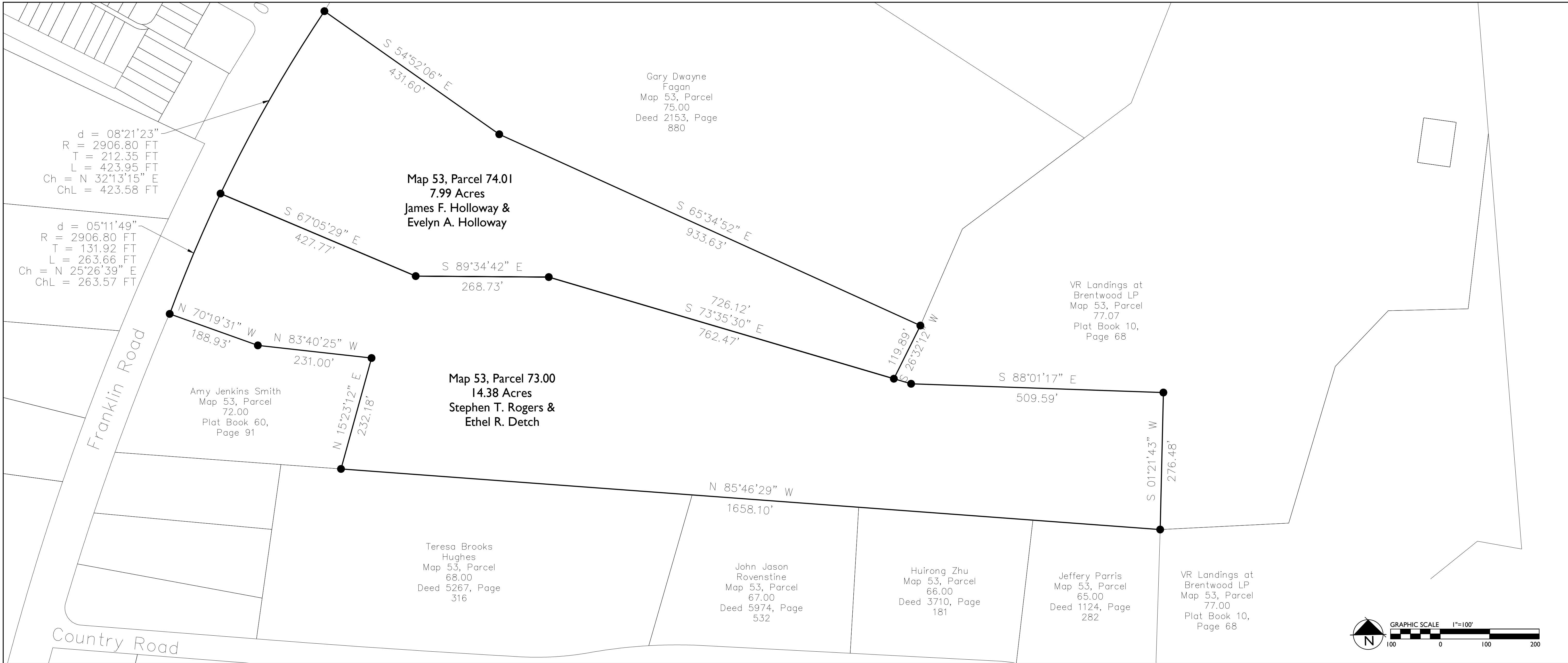
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PROPERTY OWNERS LOCATED WITHIN 500' OF THE DEVELOPMENT

PROPERTY STREET ADDRESS	OWNER1	OWNER2	STREET ADDRESS	CITY	STATE	ZIP	LEGAL DESCRIPTION	ZONING	LAND USE	CHARACTER	DEV
1340 MOHAWK BLVD	BELL FUND IV FRANKLIN GATEWAY LLC		PO BOX 56607	ATLANTA	GA	30043	Subd GATEWAY VILLAGE SEC 3 PB 53 Pg 121 Lot 0138	SO-X	VACANT	BCCO-4	T
321 DAVENPORT BLVD	CARDEN COMMONS LLC		502 THOROUGHGREEN UN SITE 200	BRENTWOOD	TN	37027	Subd CARDEN COMMONS SEC 3 PB 53 Pg 121 Lot 0139	SO-X	VACANT	BCCO-4	T
AMBLEDUE WAY	BELL FUND IV FRANKLIN GATEWAY LLC		PO BOX 56607	ATLANTA	GA	30043	Subd GATEWAY VILLAGE SEC 3 PB 53 Pg 121 Lot 0140	SO-X	OPEN SPACE	BCCO-4	T
557 FRANKLIN RD	CHURCH CLEARVIEW BAPTIST		557 FRANKLIN RD	FRANKLIN	TN	37069		CI	CHURCH	BCCO-3	C
557 FRANKLIN RD	CHURCH CLEARVIEW BAPTIST INC		557 FRANKLIN RD	FRANKLIN	TN	37069		CI	CHURCH	BCCO-3	C
549 FRANKLIN RD	CHURCH CLEARVIEW BAPTIST		557 FRANKLIN RD	FRANKLIN	TN	37069		CI	CHURCH	BCCO-3	C
541 FRANKLIN RD	MASTER PLANS LLC		1228 ADEVIEW DR	FRANKLIN	TN	37064		CI	CHURCH	BCCO-3	C
537 FRANKLIN RD	CHURCH CLEARVIEW BAPTIST		557 FRANKLIN RD	FRANKLIN	TN	37069		CI	CHURCH	BCCO-3	C
1211 COUNTRY RD	BROOKS JOY T REV TRUST		1208 COUNTRY RD	FRANKLIN	TN	37069	Subd COUNTRY ROADS PB 5 Pg 43 Lot 0002	R1	SINGLE FAMILY	BCCO-3	C
1215 COUNTRY RD	MOORE KOTI B		1215 COUNTRY RD	FRANKLIN	TN	37069	Subd COUNTRY ROADS PB 5 Pg 43 Lot 0004	R1	SINGLE FAMILY	BCCO-3	C
1223 COUNTRY RD	DEMONBREM TROY S		1215 COUNTRY RD	FRANKLIN	TN	37069	Subd COUNTRY ROADS PB 5 Pg 43 Lot 0006	R1	SINGLE FAMILY	BCCO-3	C
1224 COUNTRY RD	MEKEHAN KEVIN M		227 3RD AVE N	FRANKLIN	TN	37069	Subd COUNTRY ROADS PB 5 Pg 43 Lot 0008	R1	SINGLE FAMILY	BCCO-3	C
1224 COUNTRY RD	PARRIS JEFFERY S		1224 COUNTRY RD	FRANKLIN	TN	37069	Subd COUNTRY ROADS PB 5 Pg 43 Lot 0009	R1	SINGLE FAMILY	BCCO-3	C
1224 COUNTRY RD	ZHU HUIRONG		711 W LA CANADA AVE	MOUNTAIN HOUSE	CA	95015	Subd COUNTRY ROADS PB 5 Pg 43 Lot 0007	R1	SINGLE FAMILY	BCCO-3	C
1218 COUNTRY RD	ROVENSTINE JOHN JASON		1218 COUNTRY RD	FRANKLIN	TN	37069	Subd COUNTRY ROADS PB 22 Pg 18 Lot 0005	R1	SINGLE FAMILY	BCCO-3	C
1208 COUNTRY RD	HUGHES TERESA BROOKS		1208 COUNTRY RD	FRANKLIN	TN	37069	Subd COUNTRY ROADS PB 5 Pg 43 Lot 0001	R1	SINGLE FAMILY	BCCO-3	C
586 FRANKLIN RD	BROOKS JOY T TR		407 HORSESHOE LANE	NASHVILLE	TN	37221	Subd COUNTRY ROADS PB 5 Pg 43 Lot 0003	R1	SINGLE FAMILY	BCCO-3	C
549 FRANKLIN RD	MARCHESI CECILIA C		549 FRANKLIN RD	FRANKLIN	TN	37069		R1	SINGLE FAMILY	BCCO-3	C
544 FRANKLIN RD	GABRIELSON ROBERTA NELL		544 FRANKLIN RD	FRANKLIN	TN	37069		R1	SINGLE FAMILY	BCCO-4	T
548 FRANKLIN RD	SARTH AMY JENNIS		548 FRANKLIN RD	FRANKLIN	TN	37069	Subd SARTH AMY JENNIS PB 60 Pg 91	R1	SINGLE FAMILY	BCCO-4	T
554 FRANKLIN RD	ROGERS STEPHEN T		554 FRANKLIN RD	FRANKLIN	TN	37069		R1	SINGLE FAMILY	BCCO-4	T
562 48 FRANKLIN RD	HOLLOWAY JAMES F		562 FRANKLIN RD	FRANKLIN	TN	37069		R1	SINGLE FAMILY	BCCO-4	T
574 FRANKLIN RD	FAGAN GARY DWAYNE		546 LITTLESTONE DR	BRENTWOOD	TN	37027		SO-X	SINGLE FAMILY	BCCO-4	T
580 FRANKLIN RD	FAGAN MARY Y		580 FRANKLIN RD	FRANKLIN	TN	37069		SO-X	SINGLE FAMILY	BCCO-4	T
584 FRANKLIN RD	CHURCH BRENTWOOD OF THE NAZARENE		584 FRANKLIN RD	FRANKLIN	TN	37069		R1	CHURCH	BCCO-4	T
MCKAYS CT	VR LANDINGS AT BRENTWOOD LP		2195 N HWY 83 #11	FRANKTOWN	CO	80116	Subd LANDINGS THE PB 22 Pg 15 Lot 0001 Subd REV 2	SO-R	APARTMENTS	BCCO-3	C
LANDINGS DR	VR LANDINGS AT BRENTWOOD LP		2195 N HWY 83 #11	FRANKTOWN	CO	80116	Subd LANDINGS THE PB 10 Pg 68 Lot 0005 Subd REV	SO-R	APARTMENTS	BCCO-3	C
3024 CUMBERLAND PARK DR	BROOKS LAUREN MICHELLE		3024 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0029	SO-X	SINGLE FAMILY	BCCO-4	T
1022 CUMBERLAND PARK DR	FRASER DOUGLAS DAVID		1022 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0028	SO-X	SINGLE FAMILY	BCCO-4	T
1020 CUMBERLAND PARK DR	HIDDEN HILLS FAMILY LTD PRINSHIP		1126 BECHTES TAVERN TRL	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0027	SO-X	SINGLE FAMILY	BCCO-4	T
3018 CUMBERLAND PARK DR	DOMAN FRANK P		3018 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0026	SO-X	SINGLE FAMILY	BCCO-4	T
3016 CUMBERLAND PARK DR	LEPPER KERRY J		3016 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0025	SO-X	SINGLE FAMILY	BCCO-4	T
3014 CUMBERLAND PARK DR	WYLLIE SUZANNE F		3014 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0024	SO-X	SINGLE FAMILY	BCCO-4	T
3012 CUMBERLAND PARK DR	VAN WOLE JOHN WAYNE		3012 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0023	SO-X	SINGLE FAMILY	BCCO-4	T
1010 CUMBERLAND PARK DR	THORNTON DON TYLER		1010 CUMBERLAND DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0022	SO-X	SINGLE FAMILY	BCCO-4	T
1000 CUMBERLAND PARK DR	YOUNG KIMBERLY W		1000 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0021	SO-X	SINGLE FAMILY	BCCO-4	T
1002 CUMBERLAND PARK DR	JONES CHRISTINA ANNE		1002 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0020	SO-X	SINGLE FAMILY	BCCO-4	T
1004 CUMBERLAND PARK DR	COMBS BEDFORD M		1004 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0019	SO-X	SINGLE FAMILY	BCCO-4	T
CUMBERLAND PARK DR	TAMTE PAULINE		1046 HOLLY TREE GAP RD	BRENTWOOD	TN	37027	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0018	SO-X	SINGLE FAMILY	BCCO-4	T
3001 CUMBERLAND PARK DR	GATEWAY VILLAGE DEV INC		5047 THOROUGHGREEN IN # 200	BRENTWOOD	TN	37027	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0017	SO-X	SINGLE FAMILY	BCCO-4	T
1003 CUMBERLAND PARK DR	CAMERON DARELL C		1001 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0016	SO-X	SINGLE FAMILY	BCCO-4	T
1005 CUMBERLAND PARK DR	KEDHAN THOMAS C		1003 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0015	SO-X	SINGLE FAMILY	BCCO-4	T
1007 CUMBERLAND PARK DR	REYNOLDS SALLY M		1360 HOLLY TREE GAP RD	BRENTWOOD	TN	37027	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0014	SO-X	SINGLE FAMILY	BCCO-4	T
FRANKLIN RD	AULOR RACHEL R		1007 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0013	SO-X	SINGLE FAMILY	BCCO-4	T
1011 CUMBERLAND PARK DR	GATEWAY VILLAGE RESIDENTIAL LLC		115 SODABOARD LN #A 305	FRANKLIN	TN	37067	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0012	SO-X	SINGLE FAMILY	BCCO-4	T
1013 CUMBERLAND PARK DR	TELLER GEORGE CURTIS		37205 GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0011	NASHVILLE	TN	37205	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0010	SO-X	SINGLE FAMILY	BCCO-4	T
1015 CUMBERLAND PARK DR	HINE GEORGE ALLEN		1013 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0009	SO-X	SINGLE FAMILY	BCCO-4	T
1017 CUMBERLAND PARK DR	MEDIRIAN PAMUELLA B ANAHID REV WIT		1015 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0008	SO-X	SINGLE FAMILY	BCCO-4	T
1019 CUMBERLAND PARK DR	ROSS RICHARD F		1017 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0007	SO-X	SINGLE FAMILY	BCCO-4	T
1021 CUMBERLAND PARK DR	WINCEK TONIC		583 MIDWAY CIR	BRENTWOOD	TN	37027	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0006	SO-X	SINGLE FAMILY	BCCO-4	T
3018 CUMBERLAND PARK DR	MATRAVERS LAURIE M		1021 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0005	SO-X	SINGLE FAMILY	BCCO-4	T
203 GATEWAY CT	CUMBERLAND PARK LLC		3000 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0001	SO-X	VACANT	BCCO-4	T
207 GATEWAY CT	CUMBERLAND PARK LLC		3000 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0002	SO-X	VACANT	BCCO-4	T
213 GATEWAY CT	CUMBERLAND PARK LLC		3000 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0003	SO-X	VACANT	BCCO-4	T
219 GATEWAY CT	CUMBERLAND PARK LLC		3000 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0004	SO-X	VACANT	BCCO-4	T
225 GATEWAY CT	CUMBERLAND PARK LLC		3000 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0005	SO-X	VACANT	BCCO-4	T
232 GATEWAY CT	CUMBERLAND PARK LLC		3000 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0006	SO-X	VACANT	BCCO-4	T
238 GATEWAY CT	CUMBERLAND PARK LLC		3000 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0007	SO-X	VACANT	BCCO-4	T
242 GATEWAY CT	CUMBERLAND PARK LLC		3000 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0008	SO-X	VACANT	BCCO-4	T
248 GATEWAY CT	CUMBERLAND PARK LLC		3000 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0009	SO-X	VACANT	BCCO-4	T
254 GATEWAY CT	CUMBERLAND PARK LLC		3000 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0010	SO-X	VACANT	BCCO-4	T
260 GATEWAY CT	CUMBERLAND PARK LLC		3000 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0011	SO-X	VACANT	BCCO-4	T
266 GATEWAY CT	CUMBERLAND PARK LLC		3000 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0012	SO-X	VACANT	BCCO-4	T
272 GATEWAY CT	CUMBERLAND PARK LLC		3000 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0013	SO-X	OPEN SPACE	BCCO-4	T
GATEWAY CT	CUMBERLAND PARK LLC		3000 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0014	SO-X	OPEN SPACE	BCCO-4	T
GATEWAY CT	CUMBERLAND PARK LLC		3000 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0015	SO-X	OPEN SPACE	BCCO-4	T



GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
MAY 11, 2015
RESUBMITTAL 6.4.15

REZONING REQUEST
FAMILY LEGACY SUBDIVISION
FRANKLIN, TENNESSEE

GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
gg@gamble09@gmail.com
615.975.5765

PROPOSED
DEVELOPMENT
BOUNDARY
COF# 5848

C 1.0

REZONING REQUEST

FAMILY LEGACY SUBDIVISION

COF # 5848

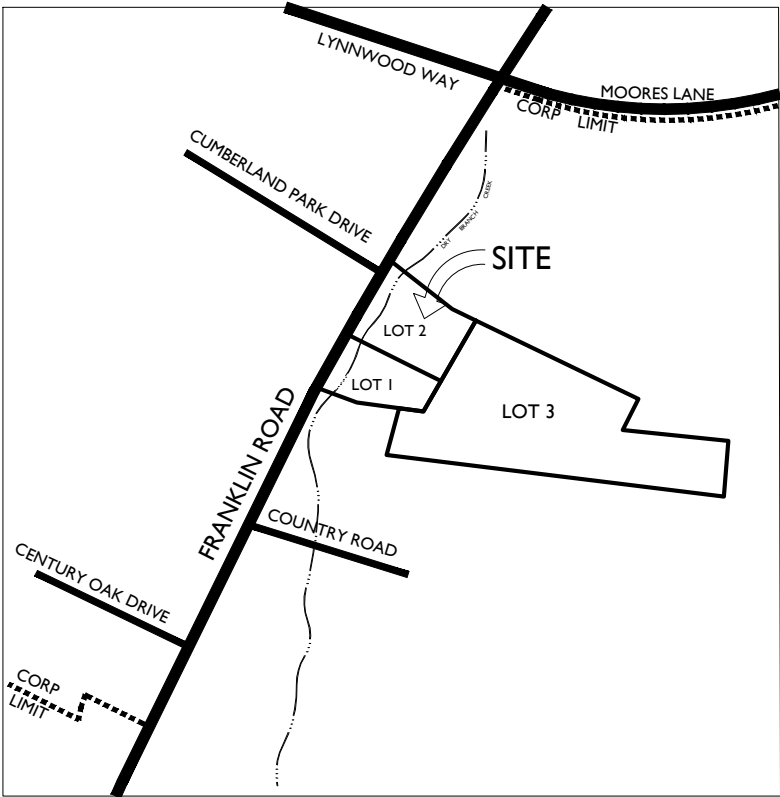
MAP 053, PARCEL 73

MAP 053, PARCEL 74.01

FRANKLIN, TENNESSEE

SHEET INDEX

- C 0.0
- C 1.0
- C 2.0
- COVER SHEET
- BOUNDARY SURVEY
- EXISTING CONDITIONS



VICINITY MAP

MODIFICATION OF STANDARDS

I. TABLE 5-9 STIPULATES THAT A FUNERAL HOME MUST HAVE .25 PARKING SPACES/ PERSON OF MAXIMUM OCCUPANCY. THE PROPOSED STRUCTURE HAS A MAXIMUM OCCUPANCY OF 800 PERSONS WHICH WOULD EQUATE TO 200 PARKING SPACES. AT 10,500 SQUARE FEET, THIS WOULD BE EQUAL TO 19+ SPACES PER ONE THOUSAND SQUARE FEET.

THE APPLICANT IS REQUESTING A MODIFICATION OF STANDARDS FOR THE PARKING REQUIREMENT BASED ON THE FOLLOWING REASONS. THE TWO PRIMARY PUBLIC FUNCTIONS CARRIED OUT AT THE FACILITY ARE A CHAPEL AND VISITATION FACILITIES. IF A SERVICE WAS BEING CONDUCTED CONCURRENT WITH A VISITATION THE MAXIMUM OCCUPANCY OF THE CHAPEL IS 200 PEOPLE AND THE VISITATION IS 128 PEOPLE. BASED ON THE PROJECTED .25 SPACES PER PERSON THIS WOULD BE EQUAL TO 82 SPACES. IT IS ANTICIPATED THAT THERE WOULD BE 2-3 STAFF PERSONNEL IN THIS INSTANCE. THIS YIELDS A PARKING DEMAND OF 84-85 SPACES. GIVEN THE ADJOINING FACILITY, A SURPLUS OF SPACES EXISTS WITHIN THE OVERALL SITE AND THIS COULD SATISFY THE DEMAND IN ALL FORESEEABLE INSTANCES.

STATEMENT OF IMPACTS

WATER
WATER SERVICE WILL BE PROVIDED BY MALLORY VALLEY UTILITY DISTRICT - ADEQUATE SUPPLY EXISTS AND THERE IS NO ADVERSE IMPACT ANTICIPATED.

SEWER
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN EXISTS ON THE PROPERTY AND THERE ARE EXISTING TAPS THAT WILL BE RE-PURPOSED THE XISTING MAIN LINE IS OF SUFFICIENT SIZE AND NO ADVERSE IMPACTS ARE ANTICIPATED

DRAINAGE FACILITIES
THE PROPERTY DRAINS TO THE SOUTH VIA DRY BRANCH CREEK TO JACKSON LAKE. PROPOSED SITE DETENTION WILL PREVENT ADDITIONAL VOLUME TO THE CONVEYANCE AND THEREFORE NO ADVERSE IMPACT IS ANTICIPATED

POLICE AND FIRE PROTECTION
FRANKLIN FIRE DEPT STATION #3 - 1.5 MILES
COLUMBIA AVE POLICE STATION - 4.7 MILES

RECREATION FACILITIES
THE PROJECT IS A NON-RESIDENTIAL DEVELOPMENT

PROJECTED STUDENT POPULATION
THE PROJECT IS A NON-RESIDENTIAL DEVELOPMENT

OWNER PARCEL 73

STEPHEN T. ROGERS
ETHEL R. DETCH
554 FRANKLIN ROAD
FRANKLIN TN 37069

OWNER PARCEL 74.01

JAMES F. HOLLOWAY
EVELYN A. HOLLOWAY
562 FRANKLIN ROAD
FRANKLIN TN 37069

DEVELOPER

WILLIAM GREGORY
7427 CHARLOTTE PIKE
NASHVILLE TN. 37209
(615) 390-7724 WGregory@afamilylegacy.com

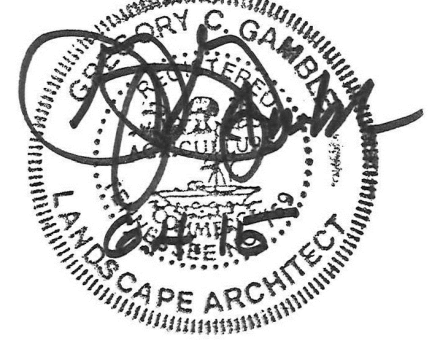
ARCHITECT

906 STUDIO ARCHITECTS, LLC
237 SECOND AVENUE SOUTH
FRANKLIN TN 37064
MIKE HATHAWAY, ARCHITECT (615) 289-8737
EMAIL ADDRESS: mike.hathaway@906studio.com



ENGINEER

DEWEY-ESTES ENGINEERING
2925 BERRY HILL DRIVE
NASHVILLE TN 37204
KEVIN ESTES, P.E. (615) 401-9956
EMAIL ADDRESS: kestes@dewey-estes.com



LANDSCAPE ARCHITECT/PLANNER

GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY SUITE 200
FRANKLIN TN 37064
GREG GAMBLE, RLA (615) 975-5765
EMAIL ADDRESS: greggambble209@gmail.com



REZONING REQUEST

FAMILY LEGACY SUBDIVISION

COF # 5848

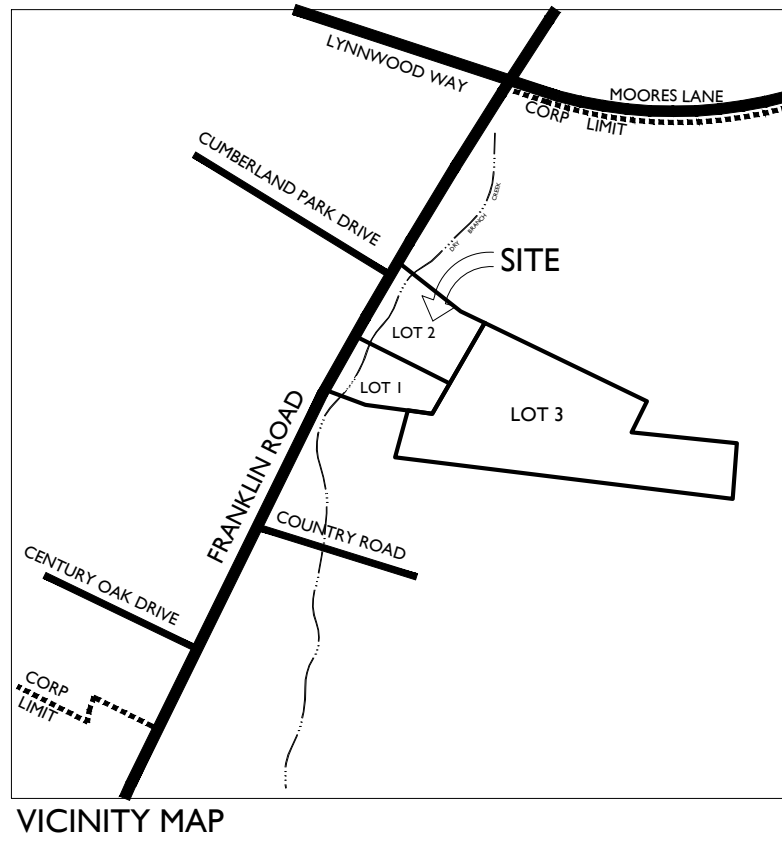
FRANKLIN, TENNESSEE

SITE DATA:

PROJECT NAME:	FAMILY LEGACY SUBDIVISION
PROJECT NUMBER:	COF 5848
SUBDIVISION:	NOT APPLICABLE
LOT NUMBER:	NOT APPLICABLE
ADDRESS:	554 FRANKLIN ROAD 562 FRANKLIN ROAD
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	8TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	MAP 53, PARCEL 73.00 MAP 53, PARCEL 74.01
EXISTING ZONING:	R1
PROPOSED ZONING:	SD-X ____
CHARACTER AREA OVERLAY:	BERRY'S CHAPEL BC-4 HHO - HILLSIDE/HILLCREST OVERLAY FWO - FLOODWAY OVERLAY
APPLICABLE DEVELOPMENT STANDARD:	TRADITIONAL
PARCEL ACREAGE:	PARCEL 73 - 14.57 AC PARCEL 74.01 - 8.15 AC
TOTAL ACREAGE/SQUARE FOOTAGE:	22.72 ACRES OR 989,504 SF
MINIMUM REQUIRED SETBACKS:	AS ESTABLISHED BY P.U.D. PLAN
APPLICANT:	WILLIAM GREGORY 7427 CHARLOTTE PIKE NASHVILLE TN. 37209 WGregory@afamilylegacy.com
PLANNER/LANDSCAPE ARCHITECT:	GAMBLE DESIGN COLLABORATIVE 144 SOUTHEAST PARKWAY SUITE 200 FRANKLIN, TN 37064 615.975.5765 greggambble209@gmail.com GREG GAMBLE

INITIAL SUBMITTAL	MAY 11, 2015	-
RESUBMITTAL	JUNE 4, 2015	-
REVISION	-	-
REVISION	-	-

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



LEGAL DESCRIPTION

The following legal description is for two tracts of land in the Eighth Civil District of Williamson County, City of Franklin, Tennessee, located on the lands of Stephen Rogers, of record in Deed Book 1062, Page 272, R.O.W.C., TN., and James Holloway, of record in Deed Book 2405, Page 554, R.O.W.C., TN.

Tract A

Beginning at a Point located approximately 690 feet northwest of the intersection of Franklin Road and Country Road, along the east margin of Franklin Road right of way, said point being the southwestern corner of said Rogers and the northwestern corner of Amy Jenkins Smith, of record in Plat Book 60, Page 91, R.O.W.C., TN;

Thence, with the east margin of said Franklin Road, along a curve to the right, having a delta of 05 degrees 11 minutes 49 seconds, a radius of 2906.80 feet, a tangent of 131.92 feet, an arc of 263.66 feet, a chord bearing of North 22 degrees 54 minutes 31 seconds East, and a chord length of 263.57 feet to a point, said point being the southwest corner said Holloway;

Thence, leaving the east margin of said Franklin Road and following the south line of said Holloway, South 67 degrees 05 minutes 29 seconds East, a distance of 427.77 feet to a point;

Thence South 89 degrees 34 minutes 42 seconds East, a distance of 268.73 feet to a point;

Thence South 73 degrees 35 minutes 30 seconds East, passing the southeast corner of said Holloway and following the west line of VR Landings at Brentwood LP, of record in Plat book 10, Page 68, R.O.W.C., TN along the way, for a total distance of 762.47 feet to a point;

Thence South 88 degrees 01 minutes 17 seconds East, a distance of 509.59 feet to a point;

Thence South 01 degrees 21 minutes 43 seconds West, a distance of 276.48 feet to a point, said point being the northeast corner of Jeffery Parris, of record in Deed Book 1124, Page 282;

Thence, leaving the west line of said VR Landings and following the north line of said Parris, North 85 degrees 46 minutes 29 seconds West, passing by the lands of Huiorong Zhu, of record in Deed Book 3710, Page 181, R.O.W.C., TN, John Jason Roventine, of record in Deed Book 5974, Page 532, R.O.W.C., TN, and Teresa Brooks Hughes, of record in Deed Book 5267, Page 316, R.O.W.C., TN, along the way for a total distance of 1658.10 feet to a point, said point being the southeast corner of said Smith;

Thence, leaving the north line of said Hughes and following the east line of said Smith, North 15 degrees 23 minutes 12 seconds East, a distance of 232.18 feet to a point, said point being the northeast corner of said Smith;

Thence, with the north line of said Smith, North 83 degrees 40 minutes 25 seconds West, a distance of 231.00 feet to a point;

Thence North 70 degrees 19 minutes 31 seconds West, a distance of 188.93 feet to the Point of Beginning and containing 626,507.73 square feet or 14.38 acres more or less.

Tract B

Beginning at a Point located approximately 965 feet northwest of the intersection of Franklin Road and Country Road, along the east margin of Franklin Road right of way, said point being the southwestern corner of said Holloway and the northwestern corner of said Rogers;

Thence, with the east margin of said Franklin Road, along a curve to the right, having a delta of 08 degrees 21 minutes 23 seconds, a radius of 2906.80 feet, a tangent of 212.35 feet, an arc of 423.95 feet, a chord bearing of North 29 degrees 41 minutes 07 seconds East, and a chord length of 423.58 feet to a point, said point being the southwest corner of Gary Dwayne Fagan, of record in Deed Book 2153, Book 880, R.O.W.C., TN;

Thence, leaving the east margin of said Franklin Road and following the south line of said Fagan, South 54 degrees 52 minutes 06 seconds East, a distance of 431.60 feet to a point;

Thence South 65 degrees 34 minutes 52 seconds East, a distance of 933.63 feet to a point, said point being the southeast corner of said Fagan and in the west line of VR Landings at Brentwood LP, of record in Plat book 10, Page 68, R.O.W.C., TN;

Thence, thence with the west line of said VR Landings, South 26 degrees 32 minutes 12 seconds West, a distance of 119.89 feet to a point, said point being in the north line of said Rogers;

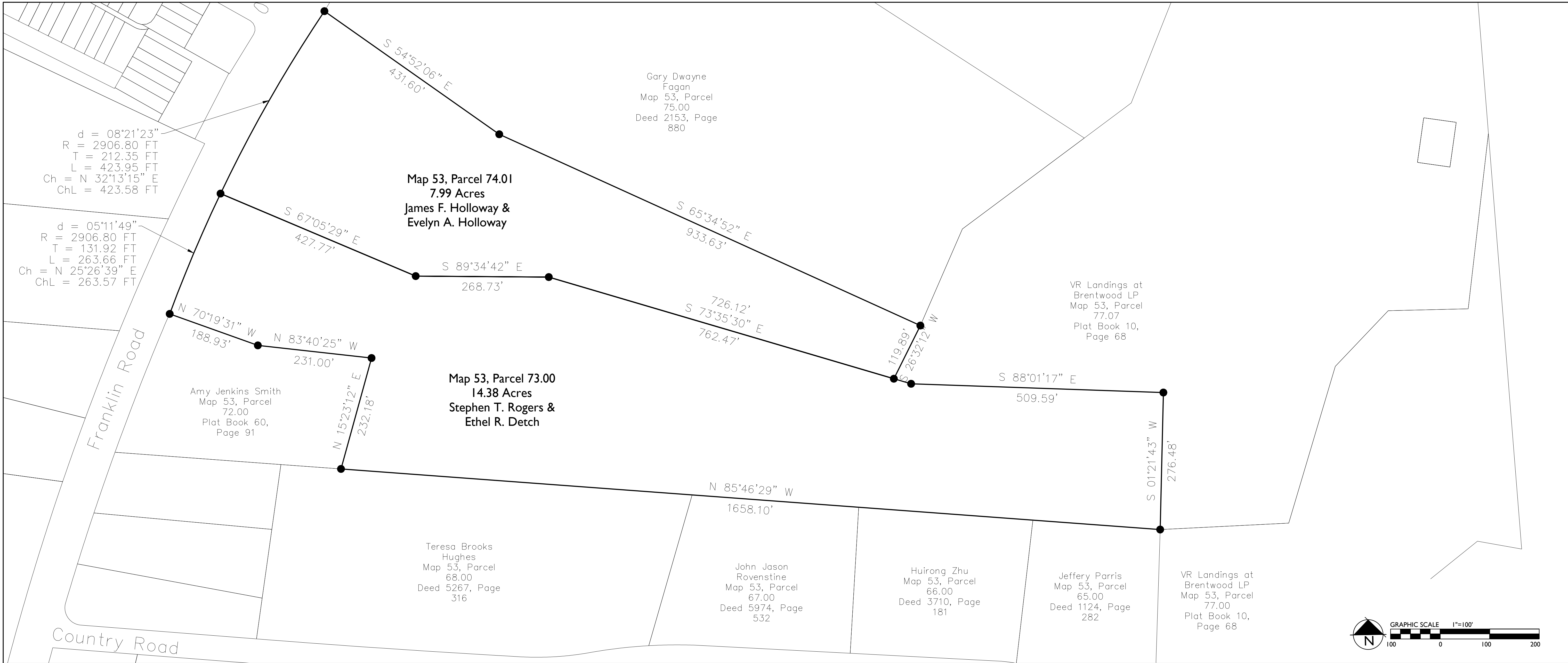
Thence, leaving the west line of said VR Landings and following the north line of said Rogers, North 73 degrees 35 minutes 30 seconds West, a distance of 726.12 feet to a point;

Thence North 89 degrees 34 minutes 42 seconds West, a distance of 268.73 feet to a point;

Thence North 67 degrees 05 minutes 29 seconds West, a distance of 427.77 feet to the Point of Beginning and containing 348,219.28 square feet or 7.99 acres more or less.

PROPERTY OWNERS LOCATED WITHIN 500' OF THE DEVELOPMENT

PROPERTY STREET ADDRESS	OWNER1	OWNER2	STREET ADDRESS	CITY	STATE	ZIP	LEGAL DESCRIPTION	ZONING	LAND USE	CHARACTER	DEV
1340 MOHAWK BLVD	BELL FUND IV FRANKLIN GATEWAY LLC		PO BOX 56607	ATLANTA	GA	30343	Subd GATEWAY VILLAGE SEC 3 PB 53 Pg 121 Lot 0138	SO-X	VACANT	BCCO-4	T
321 DAVENPORT BLVD	CARDEN COMMONS LLC		502 THOROUGHGREEN UN ST	BRENTWOOD	TN	37027	Subd CARDEN COMMONS SEC 3 PB 53 Pg 121 Lot 0139	SO-X	VACANT	BCCO-4	T
AMBLESIDE WAY	BELL FUND IV FRANKLIN GATEWAY LLC		PO BOX 56607	ATLANTA	GA	30343	Subd GATEWAY VILLAGE SEC 3 PB 53 Pg 121 Lot 0140	SO-X	OPEN SPACE	BCCO-4	T
557 FRANKLIN RD	CHURCH CLEARVIEW BAPTIST		557 FRANKLIN RD	FRANKLIN	TN	37069		CI	CHURCH	BCCO-3	C
557 FRANKLIN RD	CHURCH CLEARVIEW BAPTIST INC		557 FRANKLIN RD	FRANKLIN	TN	37069		CI	CHURCH	BCCO-3	C
549 FRANKLIN RD	CHURCH CLEARVIEW BAPTIST		557 FRANKLIN RD	FRANKLIN	TN	37069		CI	CHURCH	BCCO-3	C
541 FRANKLIN RD	MASTER PLANS LLC		1228 ADEVIEW DR	FRANKLIN	TN	37064		CI	CHURCH	BCCO-3	C
537 FRANKLIN RD	CHURCH CLEARVIEW BAPTIST		557 FRANKLIN RD	FRANKLIN	TN	37069		CI	CHURCH	BCCO-3	C
1211 COUNTRY RD	BROOKS JOY T REV TRUST		1208 COUNTRY RD	FRANKLIN	TN	37069	Subd COUNTRY ROADS PB 5 Pg 43 Lot 0002	R1	SINGLE FAMILY	BCCO-3	C
1215 COUNTRY RD	MOORE KOTI B		1215 COUNTRY RD	FRANKLIN	TN	37069	Subd COUNTRY ROADS PB 5 Pg 43 Lot 0004	R1	SINGLE FAMILY	BCCO-3	C
1223 COUNTRY RD	DEMONBREM TROY S		1215 COUNTRY RD	FRANKLIN	TN	37069	Subd COUNTRY ROADS PB 5 Pg 43 Lot 0006	R1	SINGLE FAMILY	BCCO-3	C
1223 COUNTRY RD	MEKEHAN KEVIN M		227 3RD AVE N	FRANKLIN	TN	37069	Subd COUNTRY ROADS PB 5 Pg 43 Lot 0008	R1	SINGLE FAMILY	BCCO-3	C
1228 COUNTRY RD	PARRIS CINDY B		1228 COUNTRY RD	FRANKLIN	TN	37069	Subd COUNTRY ROADS PB 5 Pg 43 Lot 0009	R1	SINGLE FAMILY	BCCO-3	C
1228 COUNTRY RD	ZHU HUIRONG		711 W LA CANADA AVE	MOUNTAIN HOUSE	CA	95191	Subd COUNTRY ROADS PB 5 Pg 43 Lot 0007	R1	SINGLE FAMILY	BCCO-3	C
1234 COUNTRY RD	ROVENTINE JOHN JASON		1234 COUNTRY RD	FRANKLIN	TN	37069	Subd COUNTRY ROADS PB 22 Pg 18 Lot 0005	R1	SINGLE FAMILY	BCCO-3	C
1238 COUNTRY RD	HUGHES TERESA BROOKS		1238 COUNTRY RD	FRANKLIN	TN	37069	Subd COUNTRY ROADS PB 5 Pg 43 Lot 0001	R1	SINGLE FAMILY	BCCO-3	C
586 FRANKLIN RD	BROOKS JOY T TR		407 HORSESHOE LANE	NASHVILLE	TN	37221	Subd COUNTRY ROADS PB 5 Pg 43 Lot 0003	R1	SINGLE FAMILY	BCCO-3	C
549 FRANKLIN RD	MARCHESI CECILIA C		549 FRANKLIN RD	FRANKLIN	TN	37069		R1	SINGLE FAMILY	BCCO-3	C
544 FRANKLIN RD	GABRIELSON ROBERTA NELL		544 FRANKLIN RD	FRANKLIN	TN	37069		R1	SINGLE FAMILY	BCCO-4	T
548 FRANKLIN RD	SARTH AMY ERIKINS		548 FRANKLIN RD	FRANKLIN	TN	37069	Subd SARTH AMY JENKINS PB 60 Pg 91	R1	SINGLE FAMILY	BCCO-4	T
554 FRANKLIN RD	ROGERS STEPHEN T		554 FRANKLIN RD	FRANKLIN	TN	37069		R1	SINGLE FAMILY	BCCO-4	T
562 48 FRANKLIN RD	HOLLOWAY JAMES F		562 FRANKLIN RD	FRANKLIN	TN	37069		R1	SINGLE FAMILY	BCCO-4	T
574 FRANKLIN RD	FAGAN GARY DWAYNE		546 LITTLESTONE DR	BRENTWOOD	TN	37027		SO-X	SINGLE FAMILY	BCCO-4	T
580 FRANKLIN RD	FAGAN MARY T		580 FRANKLIN RD	FRANKLIN	TN	37069		SO-X	SINGLE FAMILY	BCCO-4	T
584 FRANKLIN RD	CHURCH BRENTWOOD OF THE NAZARENE		584 FRANKLIN RD	FRANKLIN	TN	37069		R1	CHURCH	BCCO-4	T
MCKAYS CT	VR LANDINGS AT BRENTWOOD LP		2195 N HWY 83 #11	FRANKTOWN	CO	80116	Subd LANDINGS THE PB 22 Pg 15 Lot 0001 Subd REV 2	SO-R	APARTMENTS	BCCO-3	C
LANDINGS DR	VR LANDINGS AT BRENTWOOD LP		2195 N HWY 83 #11	FRANKTOWN	CO	80116	Subd LANDINGS THE PB 10 Pg 68 Lot 0005 Subd REV	SO-R	APARTMENTS	BCCO-3	C
3024 CUMBERLAND PARK DR	BROOKS LAUREN MICHELLE		3024 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0029	SO-X	SINGLE FAMILY	BCCO-4	T
1022 CUMBERLAND PARK DR	FRASER DOUGLAS DAVID		1022 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0028	SO-X	SINGLE FAMILY	BCCO-4	T
1020 CUMBERLAND PARK DR	HIDDEN HILLS FAMILY LTD PRINSHIP		1126 BECHTES TAVERN TRL	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0027	SO-X	SINGLE FAMILY	BCCO-4	T
3036 CUMBERLAND PARK DR	DOMAN FRANK P		3036 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0026	SO-X	SINGLE FAMILY	BCCO-4	T
3036 CUMBERLAND PARK DR	LEPPER KERRY J		3036 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0025	SO-X	SINGLE FAMILY	BCCO-4	T
3034 CUMBERLAND PARK DR	WYLLIE SUZANNE F		3034 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0024	SO-X	SINGLE FAMILY	BCCO-4	T
3032 CUMBERLAND PARK DR	VAN WOLKE JOHN WAYNE		3032 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0023	SO-X	SINGLE FAMILY	BCCO-4	T
1030 CUMBERLAND PARK DR	THORNTON DON TYLER		1030 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0022	SO-X	SINGLE FAMILY	BCCO-4	T
1000 CUMBERLAND PARK DR	YOUNG KIMBERLY W		1000 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0021	SO-X	SINGLE FAMILY	BCCO-4	T
1002 CUMBERLAND PARK DR	JONES CHRISTINA ANNE		1002 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0020	SO-X	SINGLE FAMILY	BCCO-4	T
1004 CUMBERLAND PARK DR	COMBS BEDFORD M		1004 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0019	SO-X	SINGLE FAMILY	BCCO-4	T
CUMBERLAND PARK DR	TAMMIE PAULINE		1046 HOLLY TREE GAP RD	BRENTWOOD	TN	37027	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0018	SO-X	SINGLE FAMILY	BCCO-4	T
3001 CUMBERLAND PARK DR	GATEWAY VILLAGE DEV INC		5047 THOROUGHGREEN IN # 200	BRENTWOOD	TN	37027	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0017	SO-X	SINGLE FAMILY	BCCO-4	T
1003 CUMBERLAND PARK DR	CAMERON DARELL C		1001 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0016	SO-X	SINGLE FAMILY	BCCO-4	T
1005 CUMBERLAND PARK DR	KEDHAN THOMAS C		1003 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0015	SO-X	SINGLE FAMILY	BCCO-4	T
1007 CUMBERLAND PARK DR	REYNOLDS SALLY M		1360 HOLLY TREE GAP RD	BRENTWOOD	TN	37027	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0014	SO-X	SINGLE FAMILY	BCCO-4	T
FRANKLIN RD	AULOR RACHEL R		1007 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0013	SO-X	SINGLE FAMILY	BCCO-4	T
1011 CUMBERLAND PARK DR	GATEWAY VILLAGE RESIDENTIAL LLC		115 SODABOARD LN #A 305	FRANKLIN	TN	37067	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0012	SO-X	SINGLE FAMILY	BCCO-4	T
1013 CUMBERLAND PARK DR	TELLER GEORGE CURTIS		37205 GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0011	NASHVILLE	TN	37205	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0010	SO-X	SINGLE FAMILY	BCCO-4	T
1015 CUMBERLAND PARK DR	HINE GEORGE ALLEN		1013 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0009	SO-X	SINGLE FAMILY	BCCO-4	T
1017 CUMBERLAND PARK DR	MEDIRIAN PAMPHILA B & ANAHID REV WIT		1015 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0008	SO-X	SINGLE FAMILY	BCCO-4	T
1019 CUMBERLAND PARK DR	ROSS RICHARD F		1017 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0007	SO-X	SINGLE FAMILY	BCCO-4	T
1021 CUMBERLAND PARK DR	WINCEK TONIC		583 MIDWAY CIR	BRENTWOOD	TN	37027	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0006	SO-X	SINGLE FAMILY	BCCO-4	T
3038 CUMBERLAND PARK DR	MATRAVERS LAURIE M		1021 CUMBERLAND PARK DR	FRANKLIN	TN	37069	Subd GATEWAY VILLAGE SEC 1 PB 42 Pg 38 Lot 0005	SO-X	SINGLE FAMILY	BCCO-4	T
203 GATEWAY CT	CUMBERLAND PARK LLC		3030 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0001	SO-X	VACANT	BCCO-4	T
207 GATEWAY CT	CUMBERLAND PARK LLC		3030 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0002	SO-X	VACANT	BCCO-4	T
213 GATEWAY CT	CUMBERLAND PARK LLC		3030 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0003	SO-X	VACANT	BCCO-4	T
219 GATEWAY CT	CUMBERLAND PARK LLC		3030 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0004	SO-X	VACANT	BCCO-4	T
225 GATEWAY CT	CUMBERLAND PARK LLC		3030 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0005	SO-X	VACANT	BCCO-4	T
232 GATEWAY CT	CUMBERLAND PARK LLC		3030 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0006	SO-X	VACANT	BCCO-4	T
238 GATEWAY CT	CUMBERLAND PARK LLC		3030 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0007	SO-X	VACANT	BCCO-4	T
242 GATEWAY CT	CUMBERLAND PARK LLC		3030 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0008	SO-X	VACANT	BCCO-4	T
248 GATEWAY CT	CUMBERLAND PARK LLC		3030 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0009	SO-X	VACANT	BCCO-4	T
254 GATEWAY CT	CUMBERLAND PARK LLC		3030 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0010	SO-X	VACANT	BCCO-4	T
260 GATEWAY CT	CUMBERLAND PARK LLC		3030 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0011	SO-X	VACANT	BCCO-4	T
266 GATEWAY CT	CUMBERLAND PARK LLC		3030 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0012	SO-X	VACANT	BCCO-4	T
272 GATEWAY CT	CUMBERLAND PARK LLC		3030 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0013	SO-X	OPEN SPACE	BCCO-4	T
GATEWAY CT	CUMBERLAND PARK LLC		3030 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0014	SO-X	OPEN SPACE	BCCO-4	T
GATEWAY CT	CUMBERLAND PARK LLC		3030 WEST END AVE STE 700	NASHVILLE	TN	37203	Subd COMMONS @ GATEWAY PB 60 Pg 101 Lot 0015	SO-X	OPEN SPACE	BCCO-4	T



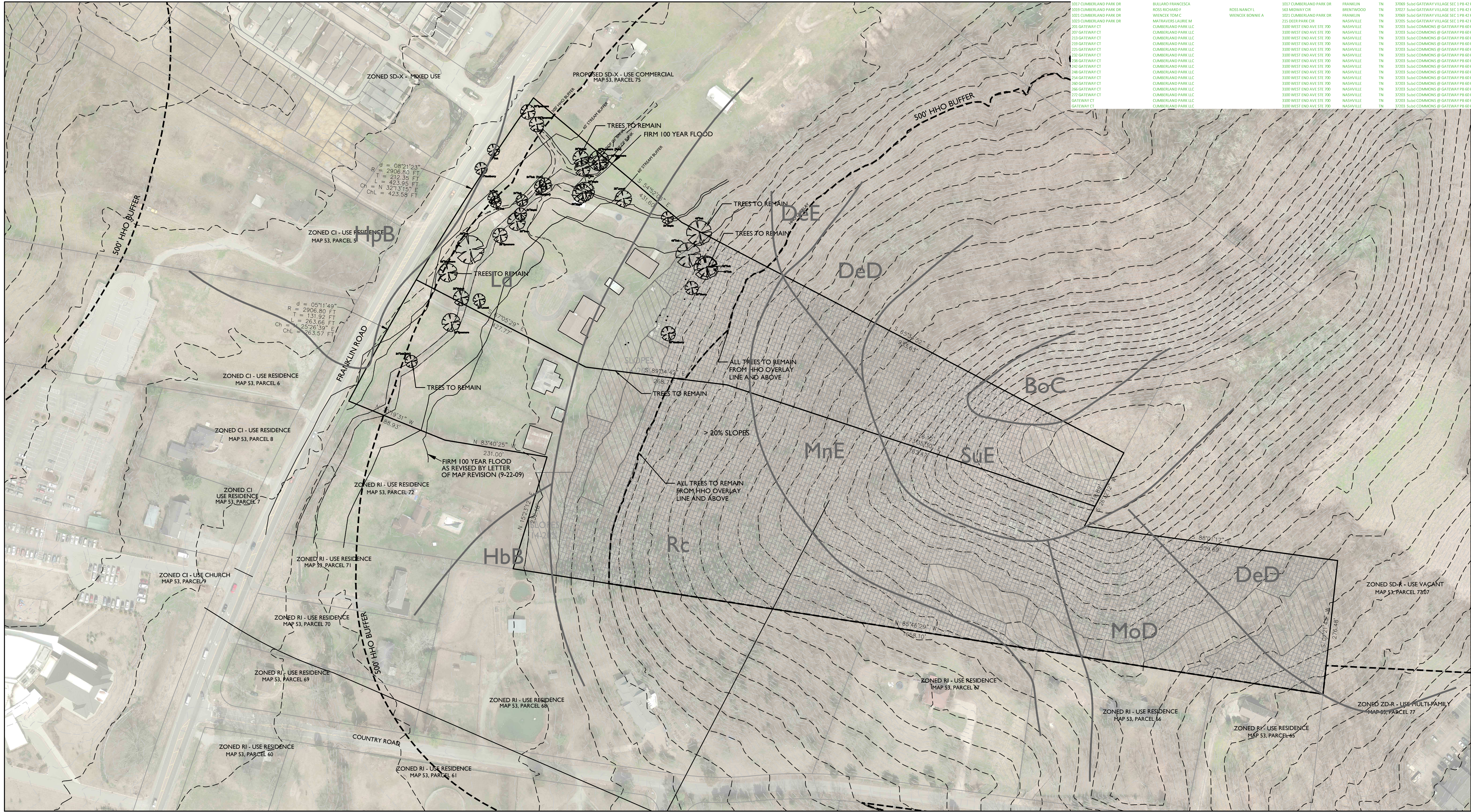
GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
MAY 11, 2015
RESUBMITTAL 6.4.15

REZONING REQUEST
FAMILY LEGACY SUBDIVISION
FRANKLIN, TENNESSEE

GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
gg@gamble09@gmail.com
615.975.5765

PROPOSED
DEVELOPMENT
BOUNDARY
COF# 5848

C 1.0



REZONING REQUEST

FAMILY LEGACY SUBDIVISION

FRANKLIN, TENNESSEE

GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
ggamblehcd209@gmail.com
615.975.5765

EXISTING
CONDITIONS
PLAN

COF # 5848

C 2.0

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

June 19, 2015

PUBLIC NOTICE

This letter is written to provide public notice for the City of Franklin Planning Commission Public Hearing regarding the Family Legacy Subdivision Development Plan and Rezoning application.

APPLICANT

William Gregory
7427 Charlotte Pike
Nashville, TN 37209
(615) 390-7724 WGregory@afamilylegacy.com

APPLICATION TYPE

Development Plan and Rezoning to Special Development Variety (SD-X)

DATE, TIME, AND PLACE OF PUBLIC MEETING

The meeting will be held July 23, 2015, at 7 p.m. in the Board Room at City Hall located at 109 3rd Avenue in Franklin, Tennessee.

SUBJECT PROPERTY

554 and 562 Franklin Road, Franklin, TN 37069

NATURE AND SCOPE OF THE APPLICANT REQUEST

The applicant is requesting a rezoning of the property to Special Development Variety. The Development Plan includes a 10,500 square foot Funeral Home and a 24,000 office and retail building.

WHERE TO VIEW THE PROPOSED PLAN

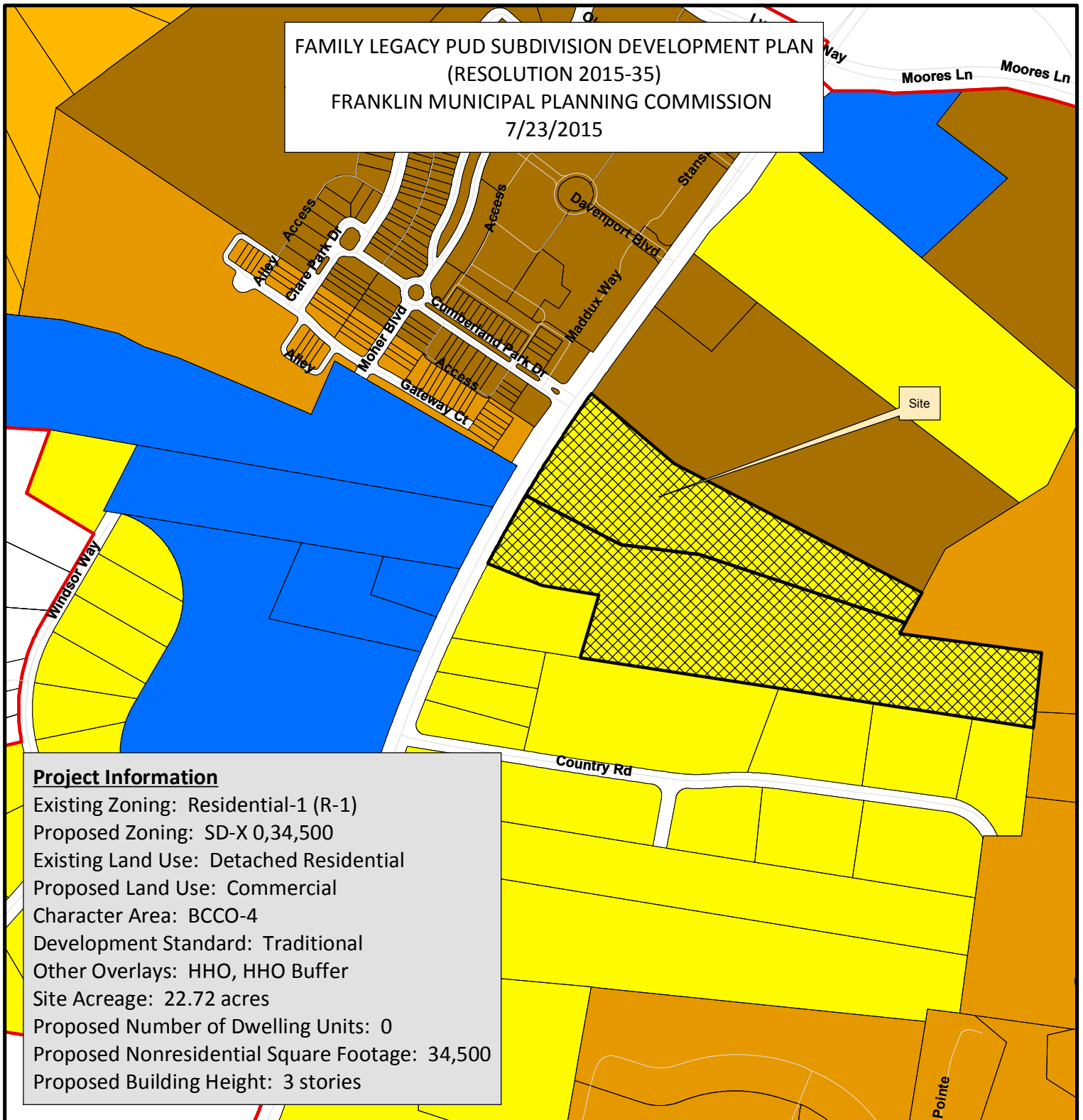
This application may be viewed in the Planning and Sustainability Department, 109 3rd Avenue South, Franklin, TN 37064.

WHERE THE PUBLIC CAN BE HEARD

The public may appear at the public meeting on July 23, 2015 at 7 p.m. to be heard, or submit written comments with respect to the application. Written comments may be directed to the City of Franklin Planning and Sustainability Department, 109 3rd Avenue South, Franklin, TN 37064.

If you have any questions or comments regarding this application please contact Josh King, Planner with the City of Franklin Planning and Sustainability Department at 615.791.3212 or email him at josh.king@franklintn.gov.

FAMILY LEGACY PUD SUBDIVISION DEVELOPMENT PLAN
(RESOLUTION 2015-35)
FRANKLIN MUNICIPAL PLANNING COMMISSION
7/23/2015



Project Information

Existing Zoning: Residential-1 (R-1)
Proposed Zoning: SD-X 0,34,500
Existing Land Use: Detached Residential
Proposed Land Use: Commercial
Character Area: BCCO-4
Development Standard: Traditional
Other Overlays: HHO, HHO Buffer
Site Acreage: 22.72 acres
Proposed Number of Dwelling Units: 0
Proposed Nonresidential Square Footage: 34,500
Proposed Building Height: 3 stories

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



0 250 500 1,000
Feet

This map was created by the Franklin Planning Department.
It was compiled from the most authentic information available.
The City is not responsible for any errors or omissions contained hereon.
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RESOLUTION 2015-70

A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR FAMILY LEGACY PUD SUBDIVISION, WITH ONE MODIFICATION OF STANDARDS (PARKING), LOCATED ALONG THE EAST SIDE OF FRANKLIN ROAD AND SOUTH OF MOORES LANE (CURRENTLY ADDRESSED AS 554 FRANKLIN ROAD AND 562 FRANKLIN ROAD), BY THE CITY OF FRANKLIN, TENNESSEE

WHEREAS, The PUD process is a review procedure that is intended to encourage innovative land planning and design and avoid the monotony sometimes associated with large developments by:

- (a) Reducing or eliminating the inflexibility that sometimes results from strict application of zoning standards that were designed primarily for individual lots;
- (b) Allowing greater freedom in selecting the means to provide access, light, open space, and design amenities;
- (c) Encouraging a sensitive design that respects the surrounding established land use character and natural or man-made features of the site including, but not limited to, trees, historic features, streams, hillsides, and floodplains;
- (d) Promoting quality design and environmentally sensitive development by allowing development to take advantage of special site characteristics, locations, and land uses; and
- (e) Allowing deviations from certain zoning standards that would otherwise apply if not contrary to the general spirit and intent of this ordinance.

WHEREAS, The PUD review process consists of a Development Plan that is reviewed and approved by the BOMA, after a recommendation from the FMPC.

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, meeting in regular session this _____ day of _____, 2015:

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

Map--Parcel	Acres
053---07401	14.38
053---07300	7.99
TOTAL	± 22.37

Tract A

Beginning at a Point located approximately 690 feet northwest of the intersection of Franklin Road and Country Road, along the east margin of Franklin Road right of way, said point being the southwestern corner of said Rogers and the northwestern corner of Amy Jenkins Smith, of record in Plat Book 60, Page 91, R.O.W.C., TN;

Thence, with the east margin of said Franklin Road, along a curve to the right, having a delta of 05 degrees 11 minutes 49 seconds, a radius of 2906.80 feet, a tangent of 131.92 feet, an arc of 263.66 feet, a chord bearing of North 22 degrees 54 minutes 31 seconds East, and a chord length of 263.57 feet to a point, said point being the southwest corner said Holloway;

Thence, leaving the east margin of said Franklin Road and following the south line of said Holloway, South 67 degrees 05 minutes 29 seconds East, a distance of 427.77 feet to a point;

Thence South 89 degrees 34 minutes 42 seconds East, a distance of 268.73 feet to a point;

Thence South 73 degrees 35 minutes 30 seconds East, passing the southeast corner of said Holloway and following the west line of VR Landings at Brentwood LP, of record in Plat book 10, Page 68, R.O.W.C., TN along the way, for a total distance of 762.47 feet to a point;

Thence South 88 degrees 01 minutes 17 seconds East, a distance of 509.59 feet to a point;

Thence South 01 degrees 21 minutes 43 seconds West, a distance of 276.48 feet to a point, said point being the northeast corner of Jeffery Parris, of record in Deed Book 1124, Page 282;

Thence, leaving the west line of said VR Landings and following the north line of said Parris, North 85 degrees 46 minutes 29 seconds West, passing by the lands of Huirong Zhu, of record in Deed Book 3710, Page 181, R.O.W.C., TN, John Jason Rovenstine, of record in Deed Book 5974, Page 532, R.O.W.C., TN, and Teresa Brooks Hughes, of record in Deed Book 5267, Page 316, R.O.W.C., TN, along the way for a total distance of 1658.10 feet to a point, said point being the southeast corner of said Smith;

Thence, leaving the north line of said Hughes and following the east line of said Smith, North 15 degrees 23 minutes 12 seconds East, a distance of 232.18 feet to a point, said point being the northeast corner of said Smith;

Thence, with the north line of said Smith, North 83 degrees 40 minutes 25 seconds West, a distance of 231.00 feet to a point;

Thence North 70 degrees 19 minutes 31 seconds West, a distance of 188.93 feet to the Point of Beginning and containing 626,507.73 square feet or 14.38 acres more or less.

Tract B

Beginning at a Point located approximately 965 feet northwest of the intersection of Franklin Road and Country Road, along the east margin of Franklin Road right of way, said point being the southwestern corner of said Holloway and the northwestern corner of said Rogers;

Thence, with the east margin of said Franklin Road, along a curve to the right, having a delta of 08 degrees 21 minutes 23 seconds, a radius of 2906.80 feet, a tangent of 212.35 feet, an arc of 423.95 feet, a chord bearing of North 29 degrees 41 minutes 07 seconds East, and a chord length of 423.58 feet to a point, said point being the southwest corner of Gary Dwayne Fagan, of record in Deed Book 2153, Book 880, R.O.W.C., TN;

Thence, leaving the east margin of said Franklin Road and following the south line of said Fagan, South 54 degrees 52 minutes 06 seconds East, a distance of 431.60 feet to a point;

Thence South 65 degrees 34 minutes 52 seconds East, a distance of 933.63 feet to a point, said point being the southeast corner of said Fagan and in the west line of VR Landings at Brentwood LP, of record in Plat book 10, Page 68, R.O.W.C., TN;

Thence, thence with the west line of said VR Landings, South 26 degrees 32 minutes 12 seconds West, a distance of 119.89 feet to a point, said point being in the north line of said Rogers;

Thence, leaving the west line of said VR Landings and following the north line of said Rogers, North 73 degrees 35 minutes 30 seconds West, a distance of 726.12 feet to a point;

Thence North 89 degrees 34 minutes 42 seconds West, a distance of 268.73 feet to a point;

Thence North 67 degrees 05 minutes 29 seconds West, a distance of 427.77 feet to the Point of Beginning and containing 348,219.28 square feet or 7.99 acres more or less.

2. That the overall entitlements for the Family Legacy PUD Subdivision are as follows:

Entitlements	Township PUD Subdivision
Base Zone	SD-X 0,34500
Character Area Overlay	Berry's Chapel Character Area Overlay District #4 (BCCO-4)
Other Zoning Overlays	Hillside/Hillcrest Overlay District (HHO), Flood Fringe Overlay District (FFO)
Number of Dwelling Units	0
Number of Nonresidential Square Footage	34,500
Connectivity Index	n/a
Development Standard	Traditional
Open Space Requirements	Formal: 0.6825 acres Informal: Total: 0.00 acres

3. That the Development Plan, the exhibits accompanying the Development Plan, and all conditions and restrictions placed upon the Development Plan by the Franklin Municipal Planning Commission and this Board shall be made a part of this Resolution as though copied verbatim herein, and that a permanent record of the Development Plan, the exhibits accompanying the Development Plan, and all such conditions and restrictions shall be kept in the Franklin Planning Department.
4. Proposed Modifications of Standards with Development Plan Revision 6:

<u>Modification of Standards 1- Minimum Parking Requirement</u> Approved: _____ Denied: _____	Request to reduce the amount of required parking on site from 200 spaces to 85 spaces. <i>Staff recommended approval.</i>
--	--

5. That this Resolution shall take effect from and after its passage on its first and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC STUCKEY
CITY ADMINISTRATOR

BY: _____
DR. KEN MOORE
MAYOR

PREAPPLICATION CONFERENCE: 4/30/2015

PLANNING COMMISSION RECOMMENDED APPROVAL: 7-23-2015

BOMA PUBLIC HEARING AND APPROVAL: _____

CONDITIONS OF APPROVAL:

Engineering - 2015 PUD Checklist**General Comments****1. C0.1 - Standard Steet Layout Requirements**

- Applicant shall show all ROW within proposed development adjoining Arterial and Collector roadways required to dedicate (fee simple) right-of-way to meet the minimum requirements for the functional street classification of the existing street (Section 3.2.4 of Street standards) as dedicated ROW on all plan sheets. The ROW dedication along the full length of the Franklin Road frontage is to be shown as 25 feet in width. The outside 10 feet of this width is to be shown as a future multi-use path. New 15-foot wide MVUD easement is to be shown as 25 feet outside of and separated from the future ROW boundary.

Fire-Planning**[Plan Set 4.13.2015.pdf](#)****2. Fire Protection**

- The applicant has not addressed the original comment from 4/14/2015.

The applicant shall provide the results a full fire demand flow test (two hydrant).

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

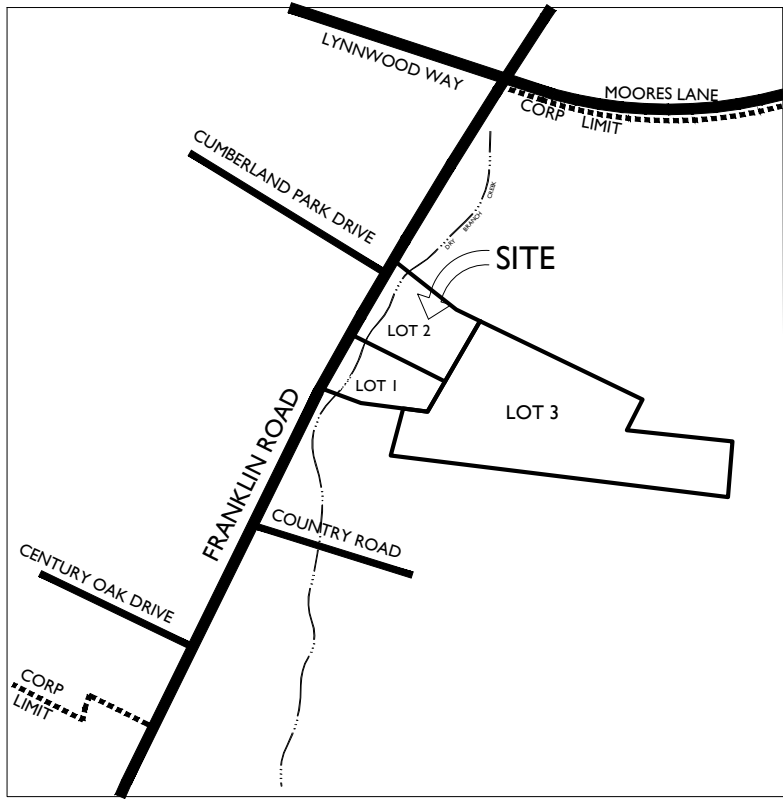
Fire flow requirements in the International Fire Code shall be met as a minimum or fire sprinklers shall be provided if not otherwise required.

Planning**General Comments****3. Zoning**

- Applicant shall revise zoning to SD-X 0/34,500.

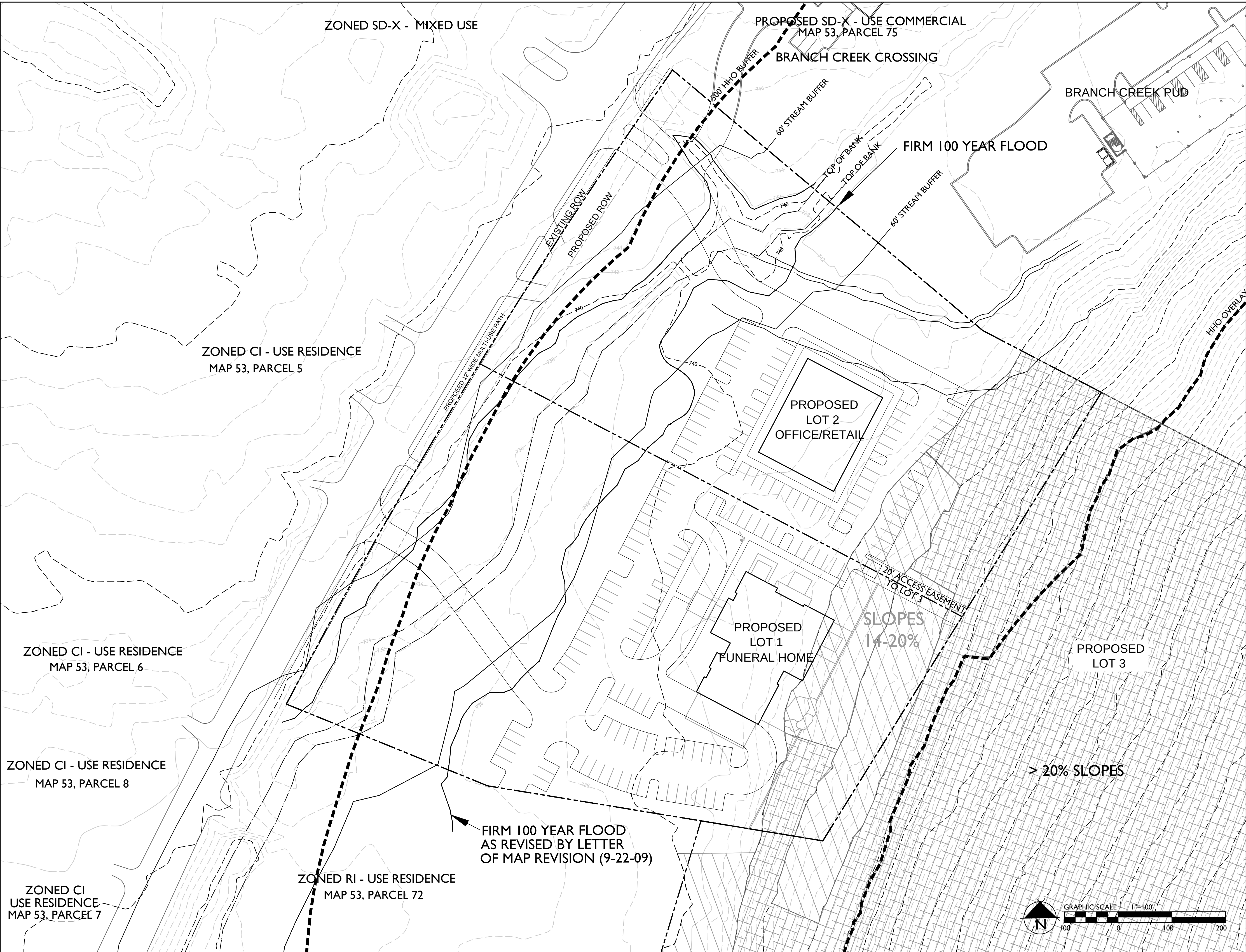
[Family Legacy Development Plan 5.11.2015.pdf](#)**4. Draft elevations (development plan)**

- Draft elevations are not being approved with the development plan. Detailed elevations must be provided at site plan stage and will be reviewed for consistency with Zoning Ordinance as part of site plan review process.



TRIP GENERATION TABLE

LAND USE	SIZE	DAILY TRAFFIC	GENERATED TRAFFIC					
			AM PEAK HOUR		MID PEAK HOUR		PM PEAK HOUR	
			ENTER	EXIT	ENTER	EXIT	ENTER	EXIT
Funeral Home	10,500 sq.ft.	undefined	20	20	20	20	20	20
Office (LUC 210)	24,000 sq.ft.	444	54	7	16	16	18	87
TOTAL	35,500 sq.ft.	undefined	74	27	36	36	38	107



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

SITE DATA:

PROJECT NAME:	FAMILY LEGACY SUBDIVISION	
PROJECT NUMBER:	5849	
SUBDIVISION:	NOT APPLICABLE	
LOT NUMBER:	NOT APPLICABLE	
ADDRESS:	554 FRANKLIN ROAD	562 FRANKLIN ROAD
CITY:	FRANKLIN	FRANKLIN
COUNTY:	WILLIAMSON	WILLIAMSON
STATE:	TENNESSEE	TENNESSEE
CIVIL DISTRICT:	8TH CIVIL DISTRICT	8TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	MAP 53, PARCEL 73.00	MAP 53, PARCEL 74.01
EXISTING ZONING:	R1	R1
PROPOSED ZONING:	SD-X	SD-X
CHARACTER AREA OVERLAY:	BERRYS CHAPEL BC-4	
OTHER APPLICABLE OVERLAYS:	HWO - HILLSIDEHILLCREST OVERLAY FWO - FLOODWAY OVERLAY	
APPLICABLE DEVELOPMENT STANDARD:	TRADITIONAL	TRADITIONAL
PARCEL ACREAGE:	PARCEL 73 - 14.57 AC	PARCEL 74.01 - 8.15 AC
TOTAL ACREAGE/SQUARE FOOTAGE:	22.72 ACRES OR 989,504 SF	
MINIMUM REQUIRED SETBACKS:	AS ESTABLISHED BY P.U.D. PLAN	
	OWNER PARCEL 73	OWNER PARCEL 74.01
	STEPHEN T. ROGERS	JAMES F. HOLLOWAY
	ETHEL R. DETCH	EVELYN A. HOLLOWAY
	554 FRANKLIN ROAD	562 FRANKLIN ROAD
	FRANKLIN TN 37069	FRANKLIN TN 37069

APPLICANT:
WILLIAM GREGORY
7427 CHARLOTTE PIKE
NASHVILLE TN, 37209
(615) 390-7724 WGregory@afamilylegacy.com

PLANNER/LANDSCAPE ARCHITECT:
ADDRESS
GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TN 37064
615.975.5765
greggambie209@gmail.com
GREG GAMBLE

OFFICE PHONE:
EMAIL ADDRESS:
CONTACT:

PROPOSED LOT 1	
PROPOSED LOT SIZE	165,568 SF or 3.80 ACRES
PROPOSED USE	FUNERAL HOME
BUILDING SQUARE FOOTAGE	10,500 SF
BUILDING HEIGHT	ONE STORY
MINIMUM L.S.R.	20
L.S.R. PROVIDED	688
INCOMPATIBLE BUFFER REQUIRED	NONE
MINIMUM PARKING REQUIRED BY CODE	200
MAXIMUM PARKING PERMITTED	220
PARKING REQUESTED BY M.O.S.	86
PARKING PROVIDED	89
BIKE PARKING PROVIDED	5

PROPOSED LOT 2	
PROPOSED LOT SIZE	143,331 SF or 3.29 ACRES
PROPOSED USE	8,000 SF RETAIL + 16,000 OFFICE
BUILDING SQUARE FOOTAGE	24,000 SF
BUILDING HEIGHT	THREE STORY
MINIMUM L.S.R.	20
L.S.R. PROVIDED	641
INCOMPATIBLE BUFFER REQUIRED	NONE
MINIMUM PARKING REQUIRED BY CODE	66
MAXIMUM PARKING PERMITTED	83
PARKING PROVIDED	67
BIKE PARKING PROVIDED	4

PROPOSED LOT 3	
PROPOSED LOT SIZE	680,787 SF or 15.63 ACRES
PROPOSED USE	UNDEVELOPED

STATEMENT OF IMPACTS

WATER
WATER SERVICE WILL BE PROVIDED BY MALLORY VALLEY UTILITY DISTRICT
ADEQUATE SUPPLY EXISTS AND THERE IS NO ADVERSE IMPACT ANTICIPATED.

SEWER
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN EXISTS ON THE PROPERTY AND THERE ARE EXISTING TAPS THAT WILL BE RE-PURPOSED
THE XISTING MAIN LINE IS OF SUFFICIENT SIZE AND NO ADVERSE IMPACTS ARE ANTICIPATED

DRAINAGE FACILITIES
THE PROPERTY DRAINS TO THE SOUTH VIA DRY BRANCH CREEK TO JACKSON LAKE
PROPOSED SITE DETENTION WILL PREVENT ADDITIONAL VOLUME TO THE CONVEYANCE
AND THEREFORE NO ADVERSE IMPACT IS ANTICIPATED

POLICE AND FIRE PROTECTION:
FRANKLIN FIRE DEPT STATION #3 - 1.5 MILES
COLUMBIA AVE POLICE STATION - 4.7 MILES

RECREATION FACILITIES
THE PROJECT IS A NON-RESIDENTIAL DEVELOPMENT

PROJECTED STUDENT POPULATION
THE PROJECT IS A NON-RESIDENTIAL DEVELOPMENT

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

RESTRICTIVE COVENANTS
THIS IS A PRIVATELY OWNED DEVELOPMENT WITH NO PROPERTY OWNERS ASSOCIATION

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

PLANNED ROAD NETWORK: THE ONLY STREET WITHIN 1500' OF THE SITE THAT APPEARS ON THE MAJOR THOROUGHFARE PLAN IS FRANKLIN ROAD CLASSIFIED AS A MAJOR ARTERIAL & ALTHOUGH THE IMPACT WILL BE TO INCREASE TRAFFIC, IT WILL BE NEGLIGIBLE

THERE ARE TWO SINGLE FAMILY RESIDENCES ON THE PROPERTY THAT WILL BE MOVED/DEMOLISHED.

THERE ARE NO RAILROADS OR ASSOCIATED RAILROAD RIGHTS OF WAY ON THE PROPERTY.

UTILITY EASEMENTS

THERE ARE NO KNOWN HISTORIC PROPERTIES WITHIN 500' OF THE SITE.

CONNECTIVITY INDEX

NOT APPLICABLE

PARKLAND DEDICATION

NOT APPLICABLE

LAND USE PLAN COMPLIANCE

CHARACTER AREA OVERLAY: BERRYS CHAPEL BC-4
APPLICABLE DEVELOPMENT STANDARD: TRADITIONAL

THE EXISTING SINGLE FAMILY HOMES WILL BE REMOVED AND REPLACED WITH COMMERCIAL STRUCTURES BETWEEN THE DRY BRANCH CREEK STREAM BUFFER AND THE PRESERVED TREE AREA. THIS IS CONSISTENT WITH THE CHARACTER OF OTHER DEVELOPED PROPERTIES LOCATED ON THE EAST SIDE OF FRANKLIN IN THIS CHARACTER AREA. THIS SUPPORTS THE LAND USE PLAN THAT CALLS FOR MIXED USE CENTERS TO MIRROR THE USES ON THE WEST SIDE OF FRANKLIN ROAD. IT ALSO FOR SIGNIFICANT SETBACKS TO MAINTAIN THE RURAL CHARACTER OF FRANKLIN ROAD AND THE PROTECTION OF ENVIRONMENTAL FEATURES.

LOCAL COMPATIBILITY
IN ADDITION TO THE MIXED USE DEVELOPMENT OF GATEWAY VILLAGE LOCATED ON THE WEST SIDE OF FRANKLIN ROAD, A COMMERCIAL DEVELOPMENT, BRANCH CREEK CROSSING AND THE CENTERFIELD ASSISTED LIVING CENTER ARE PROPOSED FOR THE EAST SIDE OF FRANKLIN ROAD NORTH OF THIS PROPOSED DEVELOPMENT.

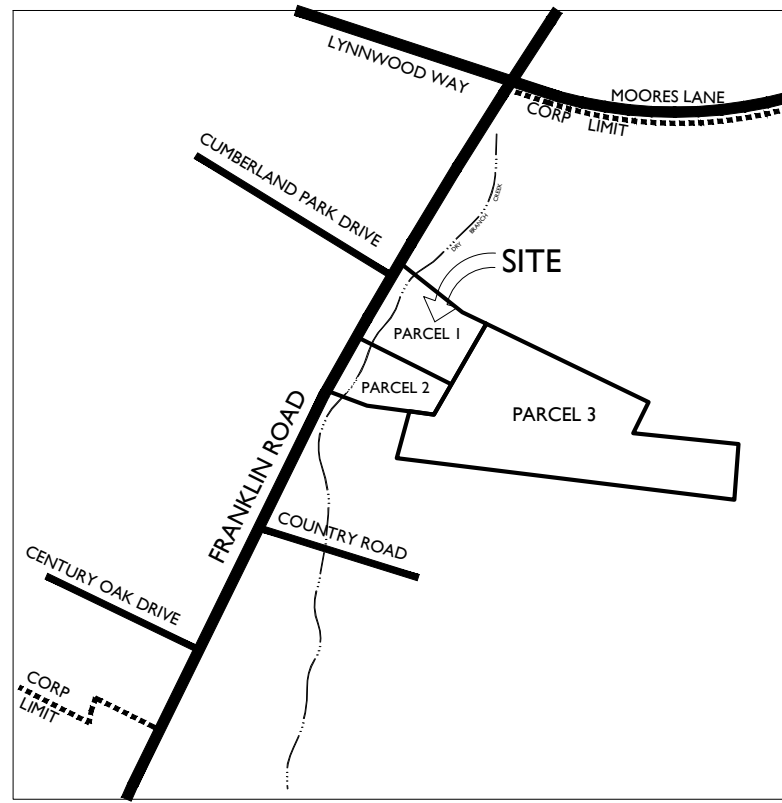
FRONT SETBACKS ON FRANKLIN ROAD WILL BE CONSISTENT ALONG THE EAST SIDE DUE TO THE REQUIRED BUFFER AREAS ALONG DRY BRANCH CREEK.

MODIFICATION OF STANDARDS

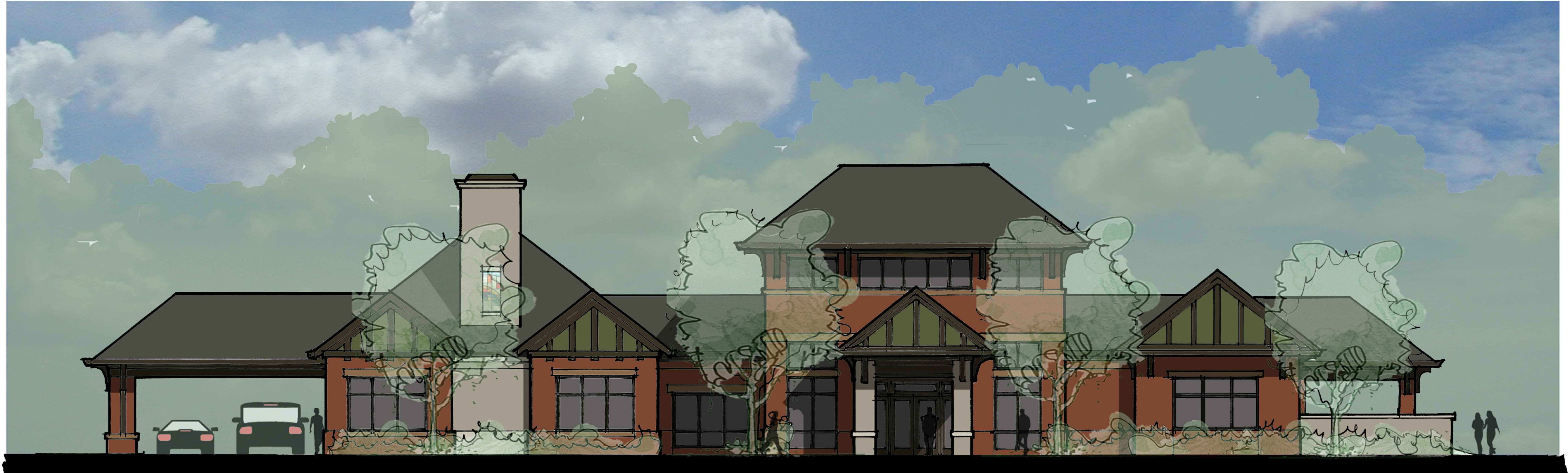
I. TABLE 5-9 STIPULATES THAT A FUNERAL HOME MUST HAVE .25 PARKING SPACES/ PERSON OF MAXIMUM OCCUPANCY. THE PROPOSED STRUCTURE HAS A MAXIMUM OCCUPANCY OF 800 PERSONS WHICH WOULD EQUATE TO 200 PARKING SPACES. AT 10,500 SQUARE FEET, THIS WOULD BE EQUAL TO 19+ SPACES PER ONE THOUSAND SQUARE FEET.

THE APPLICANT IS REQUESTING A MODIFICATION OF STANDARDS FOR THE PARKING REQUIREMENT BASED ON THE FOLLOWING REASONS. THE TWO PRIMARY PUBLIC FUNCTIONS CARRIED OUT AT THE FACILITY ARE A CHAPEL AND VISITATION FACILITIES. IF A SERVICE WAS BEING CONDUCTED CONCURRENT WITH A VISITATION THE MAXIMUM OCCUPANCY OF THE CHAPEL IS 200 PEOPLE AND THE VISITATION IS 128 PEOPLE. BASED ON THE PROJECTED .25 SPACES PER PERSON THIS WOULD BE EQUAL TO 82 SPACES. IT IS ANTICIPATED THAT THERE WOULD BE 2-3 STAFF PERSONNEL IN THIS INSTANCE. THIS YIELDS A PARKING DEMAND OF 84-85 SPACES. GIVEN THE ADJOINING FACILITY, A SURPLUS OF SPACES EXISTS WITHIN THE OVERALL SITE AND THIS COULD SATISFY THE DEMAND IN ALL FORESEEABLE INSTANCES.



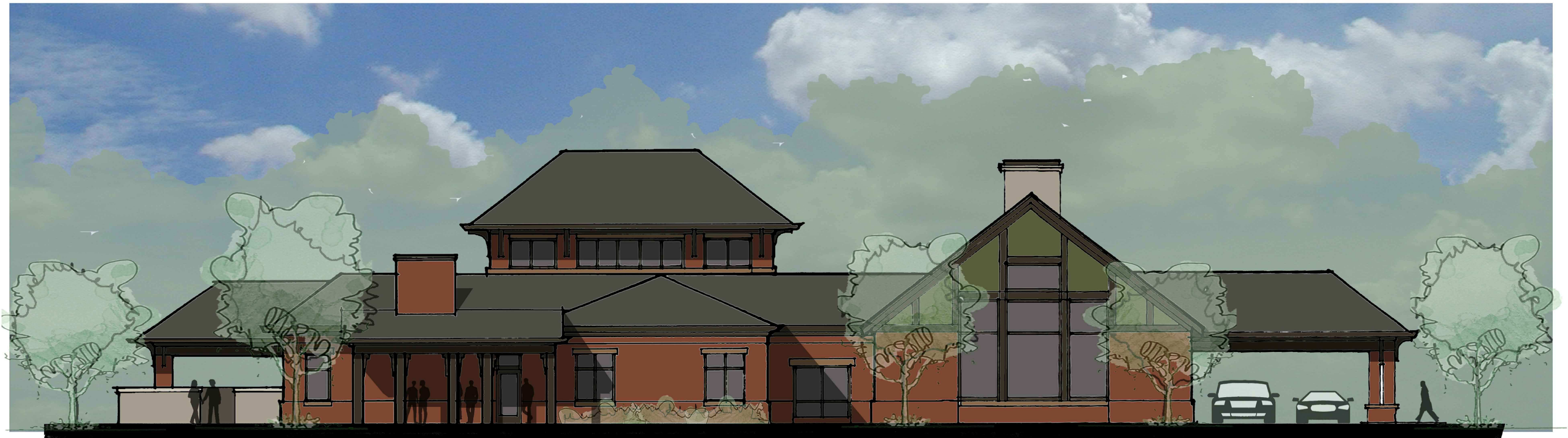


VICINITY MAP



PROPOSED FRONT ELEVATION

1/8" SCALE



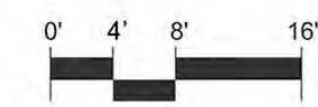
PROPOSED BACK ELEVATION

1/8" SCALE



LOT 1 - FUNERAL HOME

FRANKLIN, TENNESSEE



APRIL 3, 2015

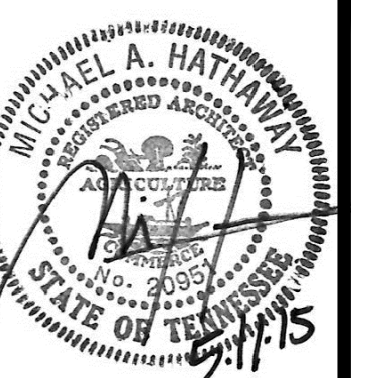


ARCHITECT

906 STUDIO ARCHITECTS, LLC
237 SECOND AVENUE SOUTH
FRANKLIN, TN 37064
MIKE HATHAWAY, ARCHITECT (615) 289-8737
EMAIL ADDRESS: mike.hathaway@906studio.com

906
STUDIO
ARCHITECTS

DEVELOPMENT PLAN
FAMILY LEGACY SUBDIVISION
FRANKLIN, TENNESSEE



GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
gg@gamble09@gmail.com
615.975.5765

ARCHITECTURAL
ELEVATIONS

COF# 5849

C 9.0



PROPOSED FRONT ELEVATION

1/8" SCALE



PROPOSED RIGHT SIDE ELEVATION

1/8" SCALE



PROPOSED REAR ELEVATION

1/8" SCALE



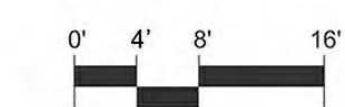
PROPOSED LEFT SIDE ELEVATION

1/8" SCALE



FRANKLIN ROAD OFFICE AND RETAIL BUILDING

FRANKLIN, TENNESSEE



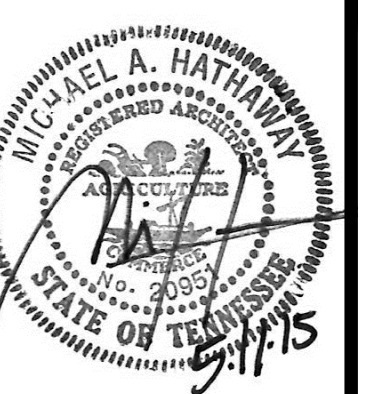
APRIL 3, 2015



ARCHITECT
906 STUDIO ARCHITECTS, LLC
237 SECOND AVENUE SOUTH
FRANKLIN, TN 37064
MIKE HATHAWAY, ARCHITECT (615) 289-8737
EMAIL ADDRESS: mike.hathaway@906studio.com



DEVELOPMENT PLAN
FAMILY LEGACY SUBDIVISION
FRANKLIN, TENNESSEE



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GREG GAMBLE
ggamble09@gmail.com
615.975.5765

ARCHITECTURAL
ELEVATIONS

COF# 5849

C 9.1

DEVELOPMENT PLAN

FAMILY LEGACY SUBDIVISION

COF # 5849

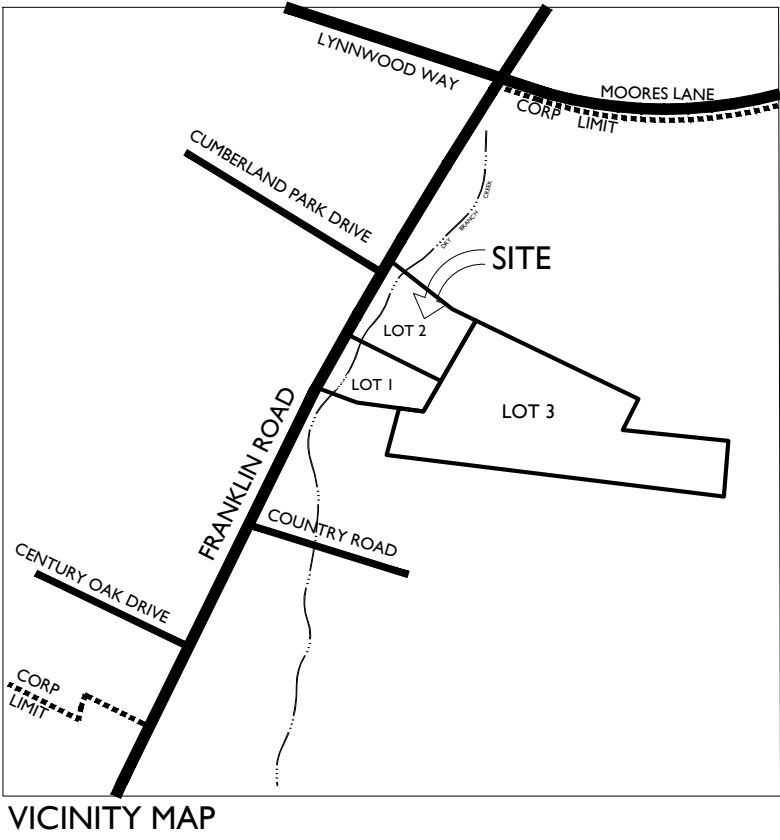
MAP 053, PARCEL 73

MAP 053, PARCEL 74.01

FRANKLIN, TENNESSEE

SHEET INDEX

- C 0.0 COVER SHEET
- C 1.0 BOUNDARY SURVEY
- C 2.0 EXISTING CONDITIONS
- C 2.1 DEMOLITION PLAN
- C 3.0 DEVELOPMENT PLAN
- C 4.0 TREE PRESERVATION PLAN
- C 5.0 GRADING PLAN
- C 6.0 STORM WATER MANAGEMENT PLAN
- C 7.0 UTILITY PLAN
- C 8.0 AUTO-TURN PLAN
- C 9.0 ARCHITECTURAL ELEVATIONS
- C 9.1 ARCHITECTURAL ELEVATIONS



MODIFICATION OF STANDARDS

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OWNER PARCEL 73

STEPHEN T. ROGERS
ETHEL R. DETCH
554 FRANKLIN ROAD
FRANKLIN TN 37069

OWNER PARCEL 74.01

JAMES F. HOLLOWAY
EVELYN A. HOLLOWAY
562 FRANKLIN ROAD
FRANKLIN TN 37069

DEVELOPER

WILLIAM GREGORY
7427 CHARLOTTE PIKE
NASHVILLE TN. 37209
(615) 390-7724 WGregory@afamilylegacy.com

ARCHITECT

906 STUDIO ARCHITECTS, LLC
237 SECOND AVENUE SOUTH
FRANKLIN TN 37064
MIKE HATHAWAY, ARCHITECT (615) 289-8737
EMAIL ADDRESS: mike.hathaway@906studio.com



ENGINEER

DEWEY-ESTES ENGINEERING
2925 BERRY HILL DRIVE
NASHVILLE TN 37204
KEVIN ESTES, P.E. (615) 401-9956
EMAIL ADDRESS: kestes@dewey-estes.com



LANDSCAPE ARCHITECT/PLANNER

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



DEVELOPMENT PLAN

FAMILY LEGACY SUBDIVISION

COF # 5849

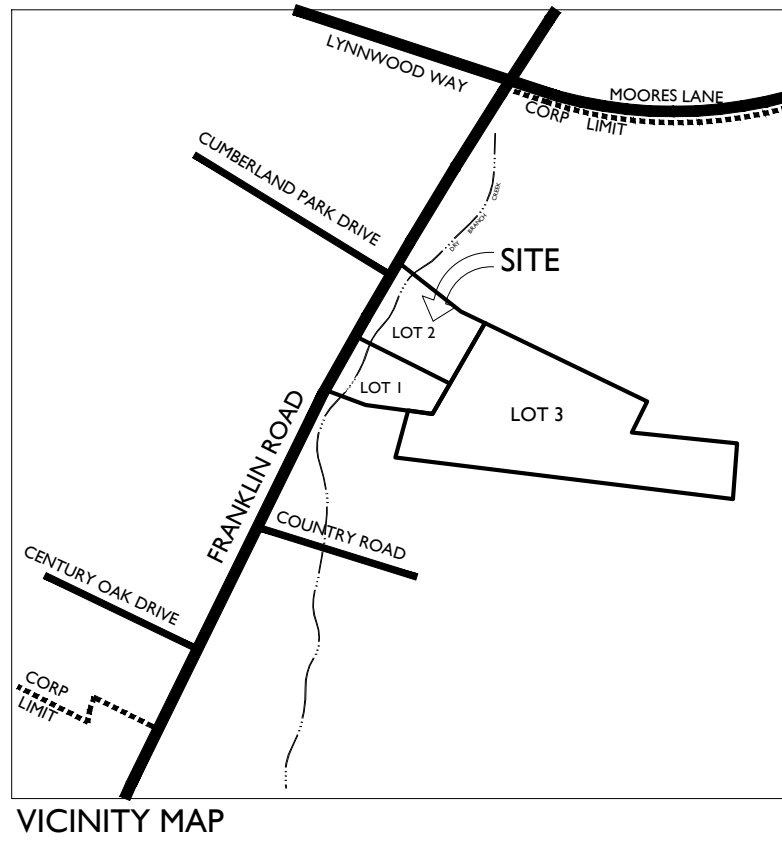
FRANKLIN, TENNESSEE

SITE DATA:

PROJECT NAME:	FAMILY LEGACY SUBDIVISION
PROJECT NUMBER:	COF 5849
SUBDIVISION:	NOT APPLICABLE
LOT NUMBER:	NOT APPLICABLE
ADDRESS:	554 FRANKLIN ROAD 562 FRANKLIN ROAD
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	8TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	MAP 53, PARCEL 73.00 MAP 53, PARCEL 74.01
EXISTING ZONING:	R1
PROPOSED ZONING:	SD-X
CHARACTER AREA OVERLAY:	BERRY'S CHAPEL BC-4 HHO - HILLSIDE/HILLCREST OVERLAY FWO - FLOODWAY OVERLAY
APPLICABLE DEVELOPMENT STANDARD:	TRADITIONAL
PARCEL ACREAGE:	PARCEL 73 - 14.57 AC PARCEL 74.01 - 8.15 AC
TOTAL ACREAGE/SQUARE FOOTAGE:	22.72 ACRES OR 989,504 SF
MINIMUM REQUIRED SETBACKS:	AS ESTABLISHED BY P.U.D. PLAN
APPLICANT:	WILLIAM GREGORY 7427 CHARLOTTE PIKE NASHVILLE TN. 37209 WGregory@afamilylegacy.com
PLANNER/LANDSCAPE ARCHITECT:	GAMBLE DESIGN COLLABORATIVE 144 SOUTHEAST PARKWAY SUITE 200 FRANKLIN, TN 37064 615.975.5765 greggamble209@gmail.com GREG GAMBLE

INITIAL SUBMITTAL	MAY 11, 2015	-
RESUBMITTAL	JUNE 4, 2015	-
REVISION	-	-
REVISION	-	-

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



LEGAL DESCRIPTION

The following legal description is for two tracts of land in the Eighth Civil District of Williamson County, City of Franklin, Tennessee, located on the lands of Stephen Rogers, of record in Deed Book 1062, Page 272, R.O.W.C., TN., and James Holloway, of record in Deed Book 2405, Page 554, R.O.W.C., TN.

Tract A

Beginning at a Point located approximately 690 feet northwest of the intersection of Franklin Road and Country Road, along the east margin of Franklin Road right of way, said point being the southwestern corner of said Rogers and the northwestern corner of Amy Jenkins Smith, of record in Plat Book 60, Page 91, R.O.W.C., TN;

Thence, with the east margin of said Franklin Road, along a curve to the right, having a delta of 05 degrees 11 minutes 49 seconds, a radius of 2906.80 feet, a tangent of 131.92 feet, an arc of 263.66 feet, a chord bearing of North 22 degrees 54 minutes 31 seconds East, and a chord length of 263.57 feet to a point, said point being the southwest corner said Holloway;

Thence, leaving the east margin of said Franklin Road and following the south line of said Holloway, South 67 degrees 05 minutes 29 seconds East, a distance of 427.77 feet to a point;

Thence South 89 degrees 34 minutes 42 seconds East, a distance of 268.73 feet to a point;

Thence South 73 degrees 35 minutes 30 seconds East, passing the southeast corner of said Holloway and following the west line of VR Landings at Brentwood LP, of record in Plat book 10, Page 68, R.O.W.C., TN along the way, for a total distance of 762.47 feet to a point;

Thence South 88 degrees 01 minutes 17 seconds East, a distance of 509.59 feet to a point;

Thence South 01 degrees 21 minutes 43 seconds West, a distance of 276.48 feet to a point, said point being the northeast corner of Jeffery Parris, of record in Deed Book 1124, Page 282;

Thence, leaving the west line of said VR Landings and following the north line of said Parris, North 85 degrees 46 minutes 29 seconds West, passing by the lands of Huiorong Zhu, of record in Deed Book 3710, Page 181, R.O.W.C., TN, John Jason Roventine, of record in Deed Book 5974, Page 532, R.O.W.C., TN, and Teresa Brooks Hughes, of record in Deed Book 5267, Page 316, R.O.W.C., TN, along the way for a total distance of 1658.10 feet to a point, said point being the southeast corner of said Smith;

Thence, leaving the north line of said Hughes and following the east line of said Smith, North 15 degrees 23 minutes 12 seconds East, a distance of 232.18 feet to a point, said point being the northeast corner of said Smith;

Thence, with the north line of said Smith, North 83 degrees 40 minutes 25 seconds West, a distance of 231.00 feet to a point;

Thence North 70 degrees 19 minutes 31 seconds West, a distance of 188.93 feet to the Point of Beginning and containing 626,507.73 square feet or 14.38 acres more or less.

Tract B

Beginning at a Point located approximately 965 feet northwest of the intersection of Franklin Road and Country Road, along the east margin of Franklin Road right of way, said point being the southwestern corner of said Holloway and the northwestern corner of said Rogers;

Thence, with the east margin of said Franklin Road, along a curve to the right, having a delta of 08 degrees 21 minutes 23 seconds, a radius of 2906.80 feet, a tangent of 212.35 feet, an arc of 423.95 feet, a chord bearing of North 29 degrees 41 minutes 07 seconds East, and a chord length of 423.58 feet to a point, said point being the southwest corner of Gary Dwayne Fagan, of record in Deed Book 2153, Book 880, R.O.W.C., TN;

Thence, leaving the east margin of said Franklin Road and following the south line of said Fagan, South 54 degrees 52 minutes 06 seconds East, a distance of 431.60 feet to a point;

Thence South 65 degrees 34 minutes 52 seconds East, a distance of 933.63 feet to a point, said point being the southeast corner of said Fagan and in the west line of VR Landings at Brentwood LP, of record in Plat book 10, Page 68, R.O.W.C., TN;

Thence, thence with the west line of said VR Landings, South 26 degrees 32 minutes 12 seconds West, a distance of 119.89 feet to a point, said point being in the north line of said Rogers;

Thence, leaving the west line of said VR Landings and following the north line of said Rogers, North 73 degrees 35 minutes 30 seconds West, a distance of 726.12 feet to a point;

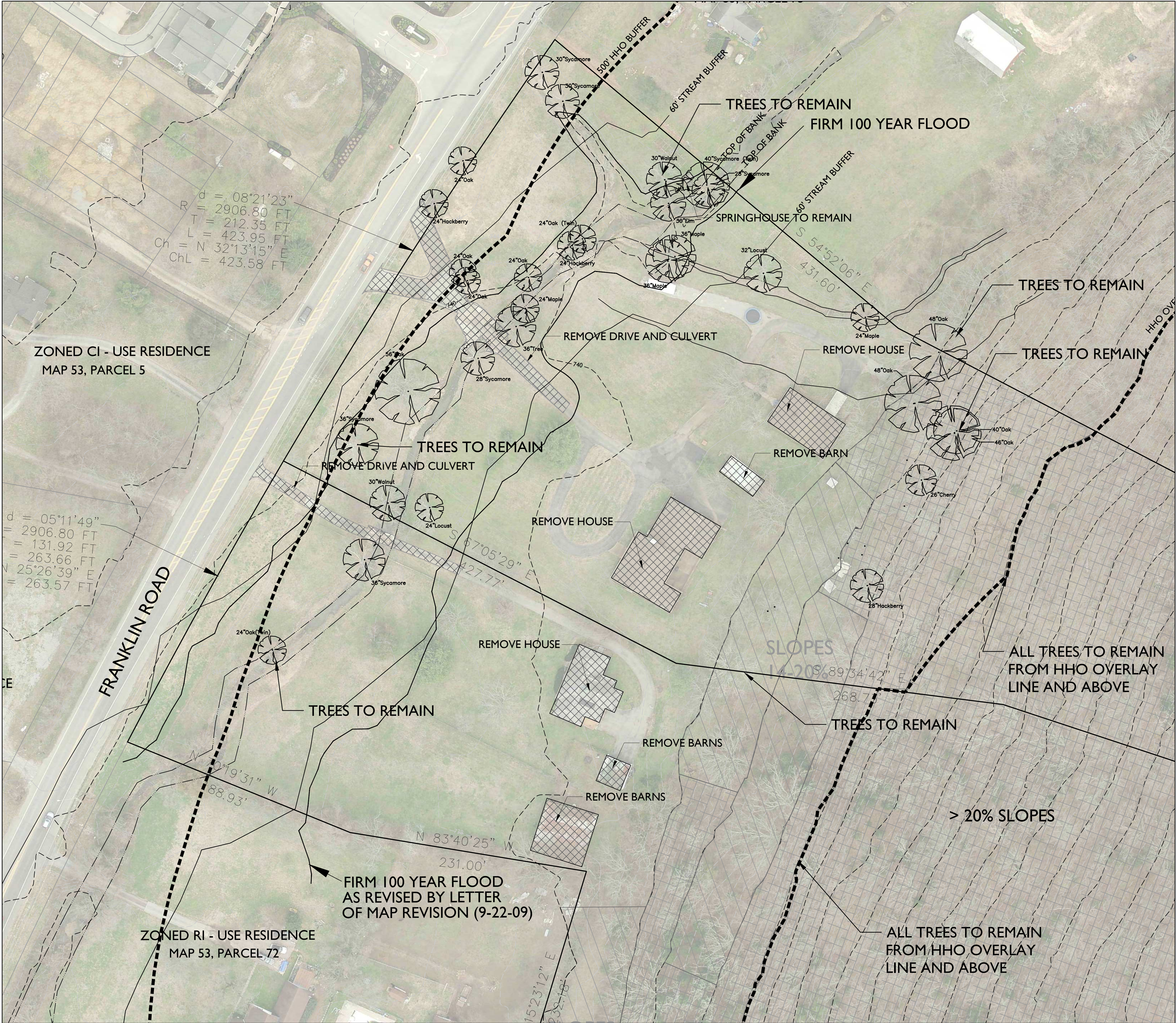
Thence North 89 degrees 34 minutes 42 seconds West, a distance of 268.73 feet to a point;

Thence North 67 degrees 05 minutes 29 seconds West, a distance of 427.77 feet to the Point of Beginning and containing 348,219.28 square feet or 7.99 acres more or less.

PROPERTY OWNERS LOCATED WITHIN 500' OF THE DEVELOPMENT

PROPERTY STREET ADDRESS	TOWN#R1	TOWN#R2	STREET ADDRESS	CITY	STATE	ZIP	LEGAL DESCRIPTION	ZONING	LAND USE	CHARACTER	DIV
1340 MOORE BLVD			PO BOX 56607	ATLANTA	GA	30348	SUBS GATEWAY VILLAGE SEC 3 PB 13 Pg 121 Lot 0138	SD-X	VACANT	BECCO-4	T
321 DAVENPORT BLVD I			5042 THOROUGHbred LN STE 200	BRENTWOOD	TN	37027	SUBS CAMDEN COMMONS PB 624 Pg 073 Lot 1	SD-X	VACANT	BECCO-4	T
ARCADE WAY			PO BOX 56607	ATLANTA	GA	30348	SUBS GATEWAY VILLAGE SEC 3 PB 13 Pg 121 Lot 0138	SD-X	OPEN SPACE	BECCO-4	T
557 FRANKLIN RD			557 FRANKLIN RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
553 FRANKLIN RD			557 FRANKLIN RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
545 FRANKLIN RD			557 FRANKLIN RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
541 FRANKLIN RD			557 FRANKLIN RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
537 FRANKLIN RD			557 FRANKLIN RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3111 COUNTRY RD			3111 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3115 COUNTRY RD			3115 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3119 COUNTRY RD			3119 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3123 COUNTRY RD			3123 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
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3249 COUNTRY RD			3249 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3251 COUNTRY RD			3251 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3253 COUNTRY RD			3253 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3255 COUNTRY RD			3255 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3257 COUNTRY RD			3257 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3259 COUNTRY RD			3259 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3261 COUNTRY RD			3261 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3263 COUNTRY RD			3263 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3265 COUNTRY RD			3265 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3267 COUNTRY RD			3267 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3269 COUNTRY RD			3269 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3271 COUNTRY RD			3271 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3273 COUNTRY RD			3273 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3275 COUNTRY RD			3275 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3277 COUNTRY RD			3277 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3279 COUNTRY RD			3279 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
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3289 COUNTRY RD			3289 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
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3293 COUNTRY RD			3293 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
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3303 COUNTRY RD			3303 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3305 COUNTRY RD			3305 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3307 COUNTRY RD			3307 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3309 COUNTRY RD			3309 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3311 COUNTRY RD			3311 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3313 COUNTRY RD			3313 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3315 COUNTRY RD			3315 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3317 COUNTRY RD			3317 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3319 COUNTRY RD			3319 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3321 COUNTRY RD			3321 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3323 COUNTRY RD			3323 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3325 COUNTRY RD			3325 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3327 COUNTRY RD			3327 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
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3331 COUNTRY RD			3331 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3333 COUNTRY RD			3333 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3335 COUNTRY RD			3335 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3337 COUNTRY RD			3337 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
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3347 COUNTRY RD			3347 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
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3351 COUNTRY RD			3351 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
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3355 COUNTRY RD			3355 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3357 COUNTRY RD			3357 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3359 COUNTRY RD			3359 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3361 COUNTRY RD			3361 COUNTRY RD	FRANKLIN	TN	37069		CI	CHURCH	BECCO-3	C
3363 COUNTRY RD			33								

C 2.0



SITE DATA:

PROJECT NAME:
SUBDIVISION:
LOT NUMBER:
ADDRESS:
CITY:
COUNTY:
STATE:
CIVIL DISTRICT:
MAP, GROUP, PARCEL NUMBERS:
EXISTING ZONING:
PROPOSED ZONING:
CHARACTER AREA OVERLAY:
OTHER APPLICABLE OVERLAYS:
APPLICABLE DEVELOPMENT STANDARD:
PARCEL ACREAGE:
TOTAL ACREAGE/SQUARE FOOTAGE:
MINIMUM REQUIRED SETBACKS:

FAMILY LEGACY SUBDIVISION
COF 5849
NOT APPLICABLE
NOT APPLICABLE
554 FRANKLIN ROAD
FRANKLIN
WILLIAMSON
TENNESSEE
8TH CIVIL DISTRICT
MAP 53, PARCEL 73.00
R1
SD-X
BERRYS CHAPEL BC-4
HHO - HILLSIDE/HILLCREST OVERLAY
FWD - FLOODWAY OVERLAY
TRADITIONAL
PARCEL 73 - 14.57 AC
22.72 ACRES OR 989,504 SF
AS ESTABLISHED BY P.U.D. PLAN
OWNER PARCEL 73
STEPHEN T. ROGERS
ETHEL R. DETCH
554 FRANKLIN ROAD
FRANKLIN TN 37069

562 FRANKLIN ROAD
FRANKLIN
WILLIAMSON
TENNESSEE
8TH CIVIL DISTRICT
MAP 53, PARCEL 74.01
R1
SD-X
JAMES F. HOLLOWAY
EVELYN A. HOLLOWAY
562 FRANKLIN ROAD
FRANKLIN TN 37069

APPLICANT:

WILLIAM GREGORY
7427 CHARLOTTE PIKE
NASHVILLE, TN. 37209
(615) 380-7724
wgregory@afamilylegacy.com

PLANNER/LANDSCAPE ARCHITECT:
ADDRESS:

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

OFFICE PHONE:
EMAIL ADDRESS:
CONTACT:

GDC

GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

MAY 11, 2015
RESUBMITTAL 6.4.15



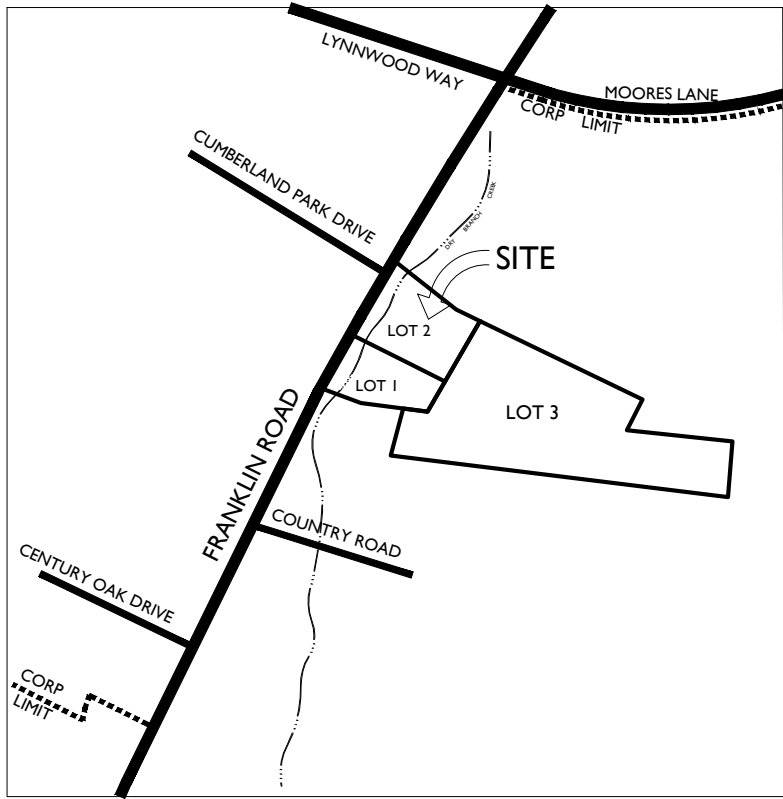
DEVELOPMENT PLAN
FAMILY LEGACY SUBDIVISION
FRANKLIN, TENNESSEE

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

**DEMOLITION
EXISTING
CONDITIONS
PLAN**

COF # 5849

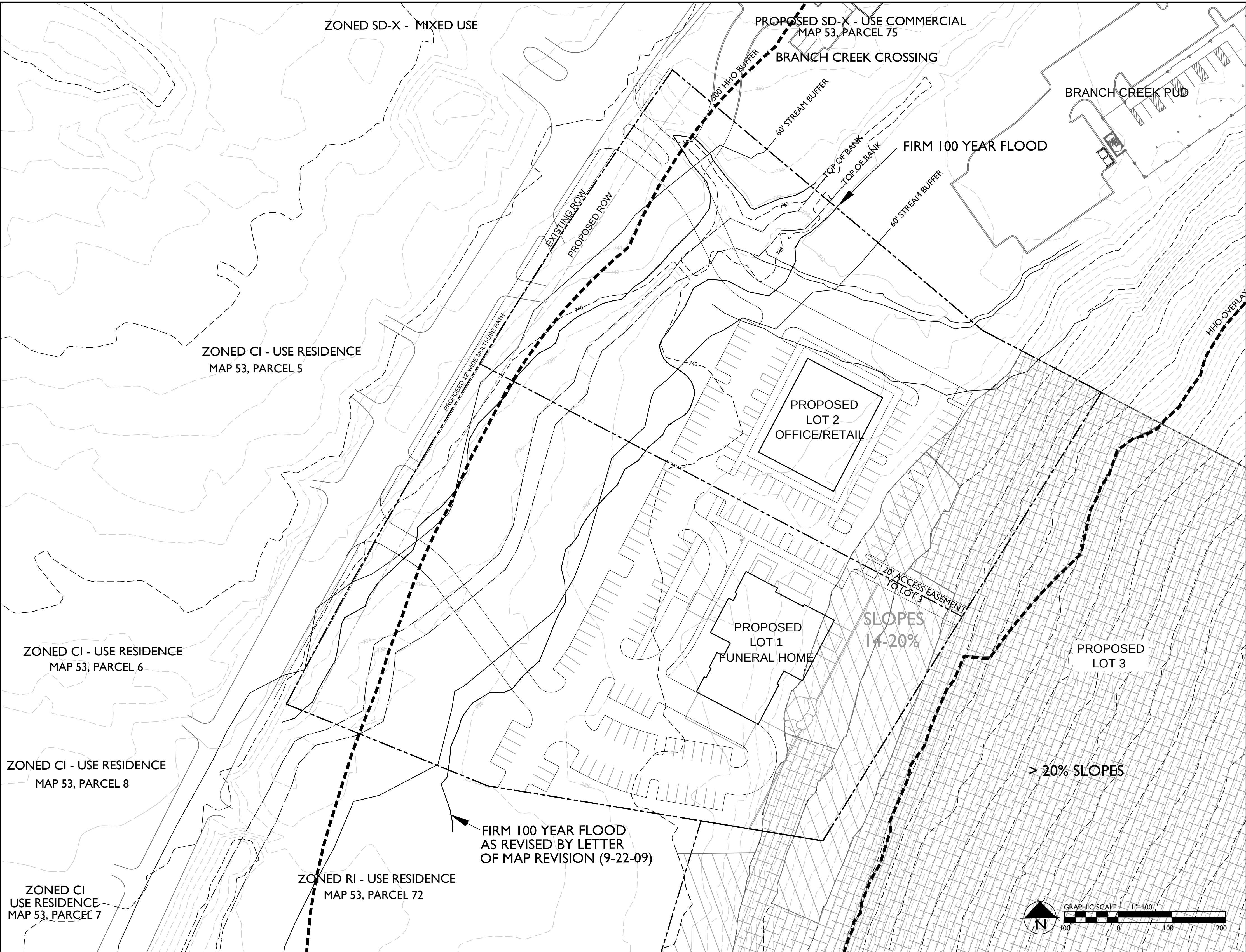
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VICINITY MAP

TRIP GENERATION TABLE

LAND USE	SIZE	DAILY TRAFFIC	GENERATED TRAFFIC					
			AM PEAK HOUR		MID PEAK HOUR		PM PEAK HOUR	
			ENTER	EXIT	ENTER	EXIT	ENTER	EXIT
Funeral Home	10,500 sq.ft.	undefined	20	20	20	20	20	20
Office (LUC 210)	24,000 sq.ft.	444	54	7	16	16	18	87
TOTAL	35,500 sq.ft.	undefined	74	27	36	36	38	107



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

SITE DATA:

PROJECT NAME: FAMILY LEGACY SUBDIVISION
PROJECT NUMBER: 5849
SUBDIVISION: NOT APPLICABLE
LOT NUMBER: NOT APPLICABLE
ADDRESS: 554 FRANKLIN ROAD
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 8TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS: MAP 53, PARCEL 73.00
EXISTING ZONING: R1
PROPOSED ZONING: SD-X
CHARACTER AREA OVERLAY: BERRYS CHAPEL BC-4
OTHER APPLICABLE OVERLAYS: HHO - HILLSIDEHILLCREST OVERLAY
FWO - FLOODWAY OVERLAY
APPLICABLE DEVELOPMENT STANDARD: TRADITIONAL
PARCEL ACREAGE: PARCEL 73 - 14.57 AC
TOTAL ACREAGE/SQUARE FOOTAGE: 22.72 ACRES OR 989,504 SF
MINIMUM REQUIRED SETBACKS: AS ESTABLISHED BY P.U.D. PLAN

OWNER PARCEL 73: STEPHEN T. ROGERS, ETHEL R. DETCH, 554 FRANKLIN ROAD, FRANKLIN TN 37069
OWNER PARCEL 74.01: JAMES F. HOLLOWAY, EVELYN A. HOLLOWAY, 562 FRANKLIN ROAD, FRANKLIN TN 37069

APPLICANT: WILLIAM GREGORY, 7427 CHARLOTTE PIKE, NASHVILLE TN, 37209, (615) 390-7724, WGregory@afamilylegacy.com

PLANNER/LANDSCAPE ARCHITECT: GAMBLE DESIGN COLLABORATIVE, 144 SOUTHEAST PARKWAY, SUITE 200, FRANKLIN, TN 37064, 615.975.5765, greggambie209@gmail.com, GREG GAMBLE
OFFICE PHONE: 615.975.5765
EMAIL ADDRESS: greggambie209@gmail.com
CONTACT: GREG GAMBLE

PROPOSED LOT 1: 165,568 SF or 3.80 ACRES
PROPOSED LOT SIZE: 10,500 SF
PROPOSED USE: FUNERAL HOME
BUILDING SQUARE FOOTAGE: 10,500 SF
BUILDING HEIGHT: ONE STORY
MINIMUM L.S.R.: 20
L.S.R. PROVIDED: 688
INCOMPATIBLE BUFFER REQUIRED: NONE
MINIMUM PARKING REQUIRED BY CODE: 200
MAXIMUM PARKING PERMITTED: 220
PARKING REQUESTED BY M.O.S.: 86
BIKE PARKING PROVIDED: 89

PROPOSED LOT 2: 143,331 SF or 3.29 ACRES
PROPOSED LOT SIZE: 8,000 SF RETAIL + 16,000 OFFICE
PROPOSED USE: 24,000 SF
BUILDING SQUARE FOOTAGE: THREE STORY
BUILDING HEIGHT: 20
MINIMUM L.S.R.: 641
L.S.R. PROVIDED: NONE
INCOMPATIBLE BUFFER REQUIRED: 66
MINIMUM PARKING REQUIRED BY CODE: 83
MAXIMUM PARKING PERMITTED: 67
PARKING PROVIDED: 4
BIKE PARKING PROVIDED: 4

PROPOSED LOT 3: 680,787 SF or 15.63 ACRES
PROPOSED LOT SIZE: UNDEVELOPED

STATEMENT OF IMPACTS

WATER: WATER SERVICE WILL BE PROVIDED BY MALLORY VALLEY UTILITY DISTRICT. ADEQUATE SUPPLY EXISTS AND THERE IS NO ADVERSE IMPACT ANTICIPATED.
SEWER: SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN EXISTS ON THE PROPERTY AND THERE ARE EXISTING TAPS THAT WILL BE RE-PURPOSED. THE EXISTING MAIN LINE IS OF SUFFICIENT SIZE AND NO ADVERSE IMPACTS ARE ANTICIPATED.
DRAINAGE FACILITIES: THE PROPERTY DRAINS TO THE SOUTH VIA DRY BRANCH CREEK TO JACKSON LAKE. PROPOSED SITE DETENTION WILL PREVENT ADDITIONAL VOLUME TO THE CONVEYANCE AND THEREFORE NO ADVERSE IMPACT IS ANTICIPATED.
POLICE AND FIRE PROTECTION: FRANKLIN FIRE DEPT STATION #3 - 1.5 MILES, COLUMBIA AVE POLICE STATION - 4.7 MILES

RECREATION FACILITIES: THE PROJECT IS A NON-RESIDENTIAL DEVELOPMENT

PROJECTED STUDENT POPULATION: THE PROJECT IS A NON-RESIDENTIAL DEVELOPMENT

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

RESTRICTIVE COVENANTS: THIS IS A PRIVATELY OWNED DEVELOPMENT WITH NO PROPERTY OWNERS ASSOCIATION

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

PLANNED ROAD NETWORK: THE ONLY STREET WITHIN 1500' OF THE SITE THAT APPEARS ON THE MAJOR THOROUGHFARE PLAN IS FRANKLIN ROAD CLASSIFIED AS A MAJOR ARTERIAL & ALTHOUGH THE IMPACT WILL BE TO INCREASE TRAFFIC, IT WILL BE NEGLIGIBLE

THERE ARE TWO SINGLE FAMILY RESIDENCES ON THE PROPERTY THAT WILL BE MOVED/DEMOLISHED.

THERE ARE NO RAILROADS OR ASSOCIATED RAILROAD RIGHTS OF WAY ON THE PROPERTY.

UTILITY EASEMENTS: THERE ARE NO KNOWN HISTORIC PROPERTIES WITHIN 500' OF THE SITE.

CONNECTIVITY INDEX

NOT APPLICABLE

PARKLAND DEDICATION

NOT APPLICABLE

LAND USE PLAN COMPLIANCE

CHARACTER AREA OVERLAY: BERRYS CHAPEL BC-4
APPLICABLE DEVELOPMENT STANDARD: TRADITIONAL
THE EXISTING SINGLE FAMILY HOMES WILL BE REMOVED AND REPLACED WITH COMMERCIAL STRUCTURES BETWEEN THE DRY BRANCH CREEK STREAM BUFFER AND THE PRESERVED TREE AREA. THIS IS CONSISTENT WITH THE CHARACTER OF OTHER DEVELOPED PROPERTIES LOCATED ON THE EAST SIDE OF FRANKLIN IN THIS CHARACTER AREA. THIS SUPPORTS THE LAND USE PLAN THAT CALLS FOR MIXED USE CENTERS TO MIRROR THE USES ON THE WEST SIDE OF FRANKLIN ROAD. IT ALSO FOR SIGNIFICANT SETBACKS TO MAINTAIN THE RURAL CHARACTER OF FRANKLIN ROAD AND THE PROTECTION OF ENVIRONMENTAL FEATURES.

LOCAL COMPATIBILITY

IN ADDITION TO THE MIXED USE DEVELOPMENT OF GATEWAY VILLAGE LOCATED ON THE WEST SIDE OF FRANKLIN ROAD, A COMMERCIAL DEVELOPMENT, BRANCH CREEK CROSSING AND THE CENTERFIELD ASSISTED LIVING CENTER ARE PROPOSED FOR THE EAST SIDE OF FRANKLIN ROAD NORTH OF THIS PROPOSED DEVELOPMENT.

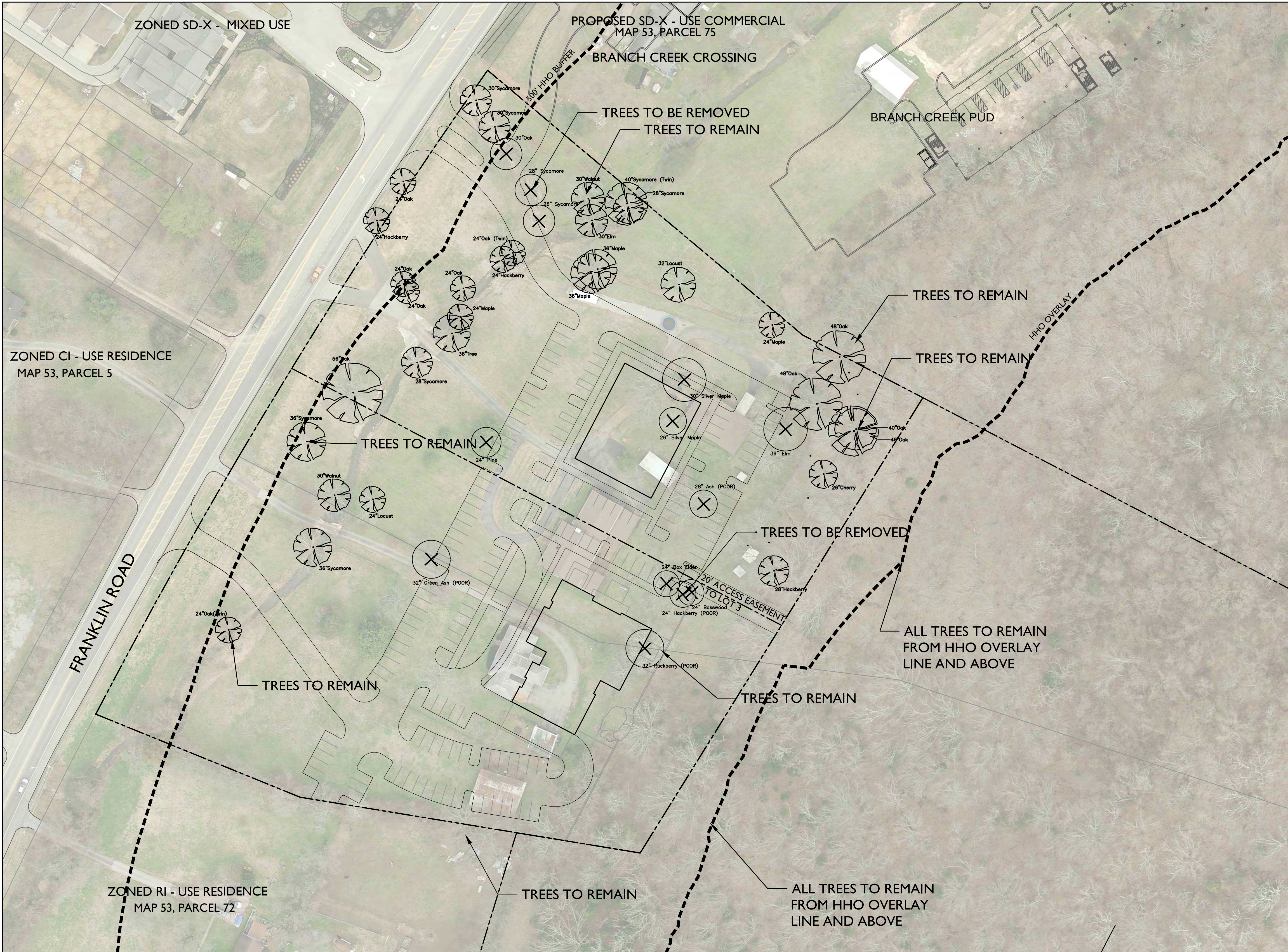
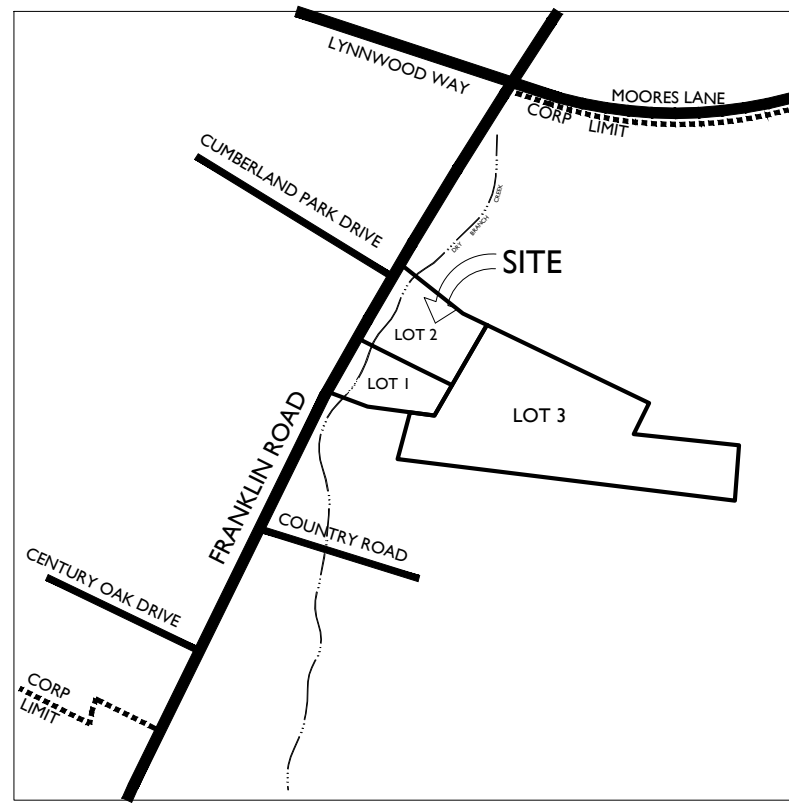
FRONT SETBACKS ON FRANKLIN ROAD WILL BE CONSISTENT ALONG THE EAST SIDE DUE TO THE REQUIRED BUFFER AREAS ALONG DRY BRANCH CREEK.

MODIFICATION OF STANDARDS

I. TABLE 5-9 STIPULATES THAT A FUNERAL HOME MUST HAVE .25 PARKING SPACES/ PERSON OF MAXIMUM OCCUPANCY. THE PROPOSED STRUCTURE HAS A MAXIMUM OCCUPANCY OF 800 PERSONS WHICH WOULD EQUATE TO 200 PARKING SPACES. AT 10,500 SQUARE FEET, THIS WOULD BE EQUAL TO 19+ SPACES PER ONE THOUSAND SQUARE FEET.

THE APPLICANT IS REQUESTING A MODIFICATION OF STANDARDS FOR THE PARKING REQUIREMENT BASED ON THE FOLLOWING REASONS. THE TWO PRIMARY PUBLIC FUNCTIONS CARRIED OUT AT THE FACILITY ARE A CHAPEL AND VISITATION FACILITIES. IF A SERVICE WAS BEING CONDUCTED CONCURRENT WITH A VISITATION THE MAXIMUM OCCUPANCY OF THE CHAPEL IS 200 PEOPLE AND THE VISITATION IS 128 PEOPLE. BASED ON THE PROJECTED .25 SPACES PER PERSON THIS WOULD BE EQUAL TO 82 SPACES. IT IS ANTICIPATED THAT THERE WOULD BE 2-3 STAFF PERSONNEL IN THIS INSTANCE. THIS YIELDS A PARKING DEMAND OF 84-85 SPACES. GIVEN THE ADJOINING FACILITY, A SURPLUS OF SPACES EXISTS WITHIN THE OVERALL SITE AND THIS COULD SATISFY THE DEMAND IN ALL FORESEEABLE INSTANCES.





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

SITE DATA:

PROJECT NAME: FAMILY LEGACY SUBDIVISION
PROJECT NUMBER: COF 5849
SUBDIVISION: NOT APPLICABLE
LOT NUMBER: NOT APPLICABLE
ADDRESS: 554 FRANKLIN ROAD
CITY: FRANKLIN
COUNTY: FRANKLIN
STATE: TENNESSEE
CIVIL DISTRICT: 8TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS: MAP 53, PARCEL 73.00
EXISTING ZONING: R1
PROPOSED ZONING: SD-X
CHARACTER AREA OVERLAY: BERRYS CHAPEL BC-4
OTHER APPLICABLE OVERLAYS: HHO - HILLSIDE/HILLCREST OVERLAY
FWD - FLOODWAY OVERLAY

APPLICABLE DEVELOPMENT STANDARD: PARCEL 73 - 14.57 AC
PARCEL ACREAGE: PARCEL 74.01 - 8.15 AC
TOTAL ACREAGE/SQUARE FOOTAGE: 22.72 ACRES OR 989,504 SF
MINIMUM REQUIRED SETBACKS: AS ESTABLISHED BY P.U.D. PLAN

OWNER PARCEL 73: STEPHEN T. ROGERS
ETHEL R. DETCH
554 FRANKLIN ROAD
FRANKLIN TN 37069

OWNER PARCEL 74.01: JAMES F. HOLLOWAY
EVELYN A. HOLLOWAY
562 FRANKLIN ROAD
FRANKLIN TN 37069

APPLICANT: WILLIAM GREGORY
7427 CHARLOTTE PIKE
NASHVILLE TN, 37209
(615) 390-7724 WGregory@familylegacy.com

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

OFFICE PHONE: 615.975.5765
EMAIL ADDRESS: gregambledco@gmail.com
CONTACT: GREG GAMBLE

TREE PRESERVATION DATA

EXISTING TREE CANOPY +/- 72% OF SITE
MINIMUM RETENTION .72 x .18 = 13% OF SITE
128,636 SF OR 2.95 ACRES
PROPOSED RETENTION 68.8% OF SITE
PROPOSED RETENTION 680,787 SF OR 5.63 ACRES

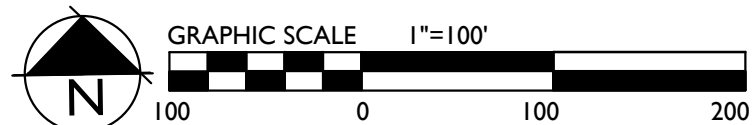
SPECIMEN TREES TO BE REMOVED OUTSIDE OF DESIGNATED TREE PROTECTION ZONE

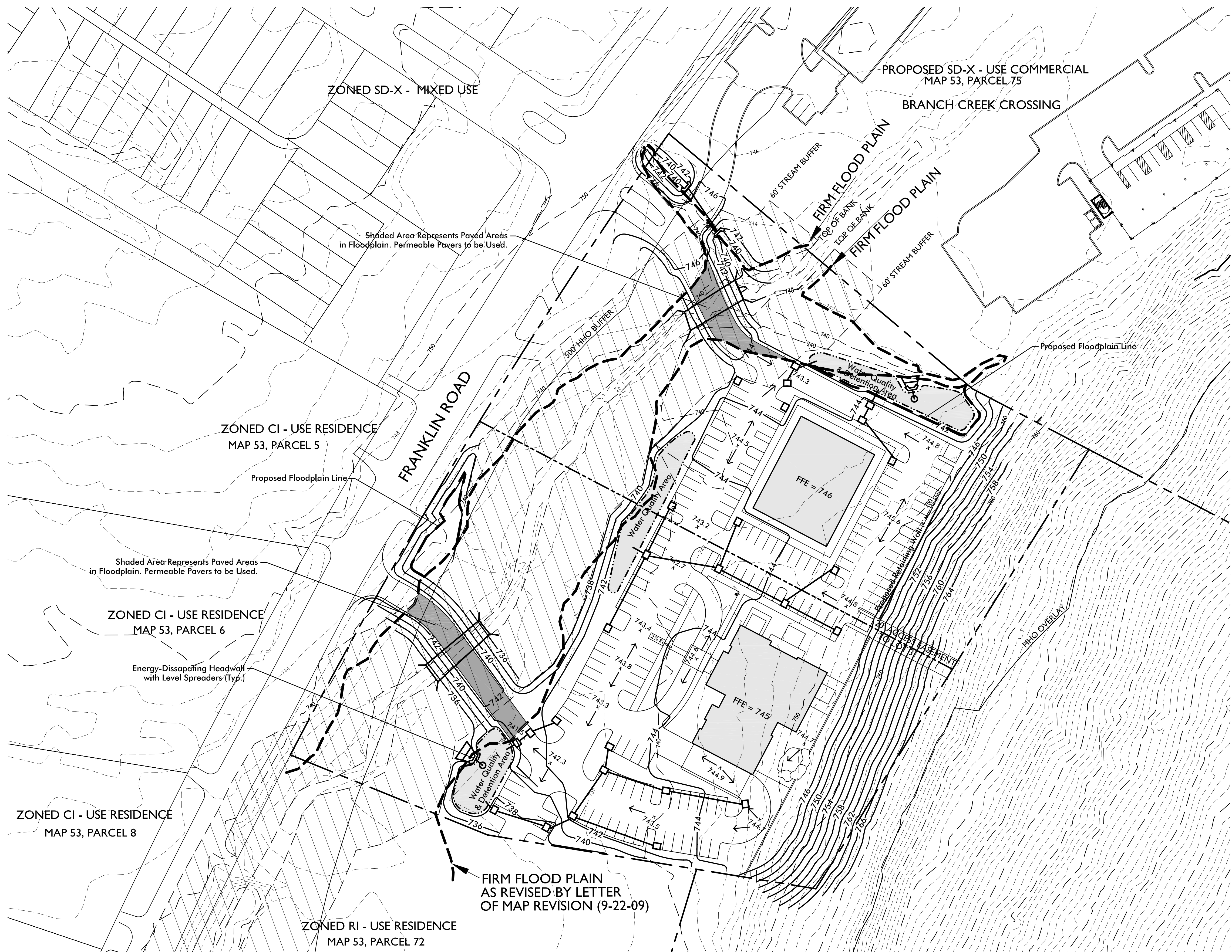
CALIPER/VARIETY	CONDITION
28" BOX ELDER	GOOD
28" SYCAMORE	GOOD
26" SYCAMORE	GOOD
24" PINE	GOOD
32" GREEN ASH	POOR
26" SILVER MAPLE	NUISANCE TREE*
30" SILVER MAPLE	NUISANCE TREE*
32" ELM	GOOD
28" ASH	POOR
24" BOX ELDER	GOOD
24" BASSWOOD	GOOD
30" HACKBERRY	POOR
32" HACKBERRY	POOR

TOTAL CALIPER INCHES OF TREES >24" TO BE REMOVED 364"
TOTAL CALIPER INCHES OF SPECIMEN TREES TO BE REPLACED 166"

* NOTE: THE CITY OF FRANKLIN CLASSIFIES SILVER MAPLE - Acer saccharinum AS A NUISANCE TREE

TREES DESIGNATED AS POOR EXHIBIT SEVERE PEST OR PHYSICAL DAMAGE, SUCH AS COMMON FROM LIGHTNING OR WIND DAMAGE OR HAVE BEEN "TOPPED" AND ARE IN A WEAKENED CONDITION.





SITE DATA:	
PROJECT NAME:	FAMILY LEGACY SUBDIVISION
PROJECT NUMBER:	5848
SUBDIVISION:	NOT APPLICABLE
LOT NUMBER:	NOT APPLICABLE
ADDRESS:	554 FRANKLIN ROAD
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	8TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	MAP 53, PARCEL 73.00
EXISTING ZONING:	R1
PROPOSED ZONING:	SD-X
CHARACTER AREA OVERLAY:	BERRY'S CHAPEL BC-4
OTHER APPLICABLE OVERLAYS	HWO - HILLSIDE/HILLCREST OVERLAY FWD - FLOODWAY OVERLAY
APPLICABLE DEVELOPMENT STANDARD:	TRADITIONAL
PARCEL ACREAGE:	PARCEL 73 - 14.57 AC
TOTAL ACREAGE/SQUARE FOOTAGE:	22.72 ACRES OR 989,504 SF
MINIMUM REQUIRED SETBACKS:	AS ESTABLISHED BY P.U.D. PLAN
OWNER PARCEL 73	
STEPHEN T. ROGERS	JAMES F. HOLLOWAY
ETHEL R. DETCH	EVELYN A. HOLLOWAY
554 FRANKLIN ROAD	562 FRANKLIN ROAD
FRANKLIN TN 37069	FRANKLIN TN 37069
OWNER PARCEL 74.01	
WILLIAM GREGORY	JAMES F. HOLLOWAY
7427 CHARLOTTE PIKE	JAMES F. HOLLOWAY
NASHVILLE TN, 37209	JAMES F. HOLLOWAY
(615) 390-7724	greggambles209@gmail.com
PLANNER/LANDSCAPE ARCHITECT:	
ADDRESS:	GAMBLE DESIGN COLLABORATIVE
	144 SOUTHEAST PARKWAY
	SUITE 200
	FRANKLIN, TN 37064
OFFICE PHONE:	615.975.5765
EMAIL ADDRESS:	greggambles209@gmail.com
CONTACT:	GREG GAMBLE
PROPOSED LOT 1	
PROPOSED LOT SIZE:	165,568 SF or 3.80 ACRES
PROPOSED USE:	FUNERAL HOME
BUILDING SQUARE FOOTAGE:	10,500 SF
BUILDING HEIGHT:	ONE STORY
MINIMUM L.S.R.:	.20
L.S.R. PROVIDED:	.668
INCOMPATIBLE BUFFER REQUIRED:	NONE
MINIMUM PARKING REQUIRED BY CODE:	200
MAXIMUM PARKING PERMITTED:	220
PARKING REQUESTED BY M.O.S.:	86
PARKING PROVIDED:	89
BIKE PARKING PROVIDED:	5
PROPOSED LOT 2	
PROPOSED LOT SIZE:	143,331 SF or 3.29 ACRES
PROPOSED USE:	8,000 SF RETAIL + 16,000 OFFICE
BUILDING SQUARE FOOTAGE:	24,000 SF
BUILDING HEIGHT:	THREE STORY
MINIMUM L.S.R.:	.20
L.S.R. PROVIDED:	.641
INCOMPATIBLE BUFFER REQUIRED:	NONE
MINIMUM PARKING REQUIRED BY CODE:	66
MAXIMUM PARKING PERMITTED:	83
PARKING PROVIDED:	67
BIKE PARKING PROVIDED:	4
PROPOSED LOT 3	
PROPOSED LOT SIZE:	680,787 SF or 15.63 ACRES
PROPOSED USE:	UNDEVELOPED

- Notes:**
- 1) All pavement and buildings as shown will be located 100% out of the floodplain. The floodplain shall be balanced at a minimum of a 1:1 ratio.
 - 2) All proposed retaining walls are shown.

GDC

GAMBLE

DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND

LANDSCAPE ARCHITECTURE

DATE: JUNE 4, 2015

SEAL

STATE OF TENNESSEE

DEVELOPMENT PLAN

FAMILY LEGACY SUBDIVISION

FRANKLIN, TENNESSEE

DE

DEWEY

ESTES

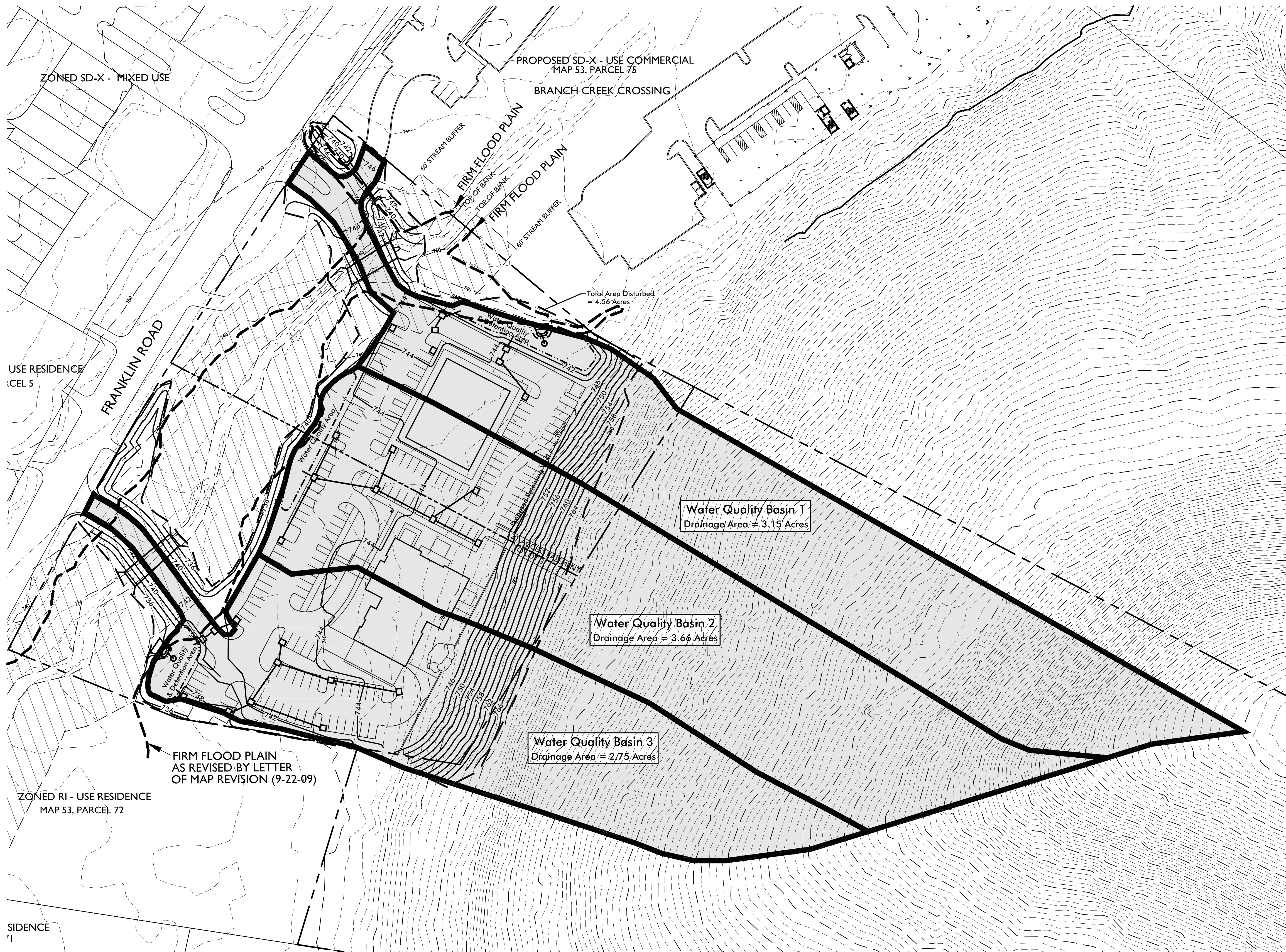
ENGINEERING

GAMBLE DESIGN COLLABORATIVE
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SUITE 200
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggambles209@gmail.com
615.975.5765

GRADING & DRAINAGE PLAN

COF# 5849

C 5.0



SITE DATA:	
PROJECT NAME:	FAMILY LEGACY SUBDIVISION
PROJECT NUMBER:	5849
SUBDIVISION:	NOT APPLICABLE
LOT NUMBER:	NOT APPLICABLE
ADDRESS:	554 FRANKLIN ROAD
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	8TH CIVIL DISTRICT
MAP GROUP, PARCEL NUMBERS:	MAP 53, PARCEL 73.00
EXISTING ZONING:	R1
PROPOSED ZONING:	SD-X
CHARACTER AREA OVERLAY:	BERRY'S CHAPEL BC-4
OTHER APPLICABLE OVERLAYS:	HWO - HILLSIDE HILLCREST OVERLAY FWO - FLOODWAY OVERLAY
APPLICABLE DEVELOPMENT STANDARD:	TRADITIONAL
PARCEL ACREAGE:	PARCEL 73 - 14.57 AC
TOTAL ACREAGE/SQUARE FOOTAGE:	22.72 ACRES OR 989,504 SF
MINIMUM REQUIRED SETBACKS:	AS ESTABLISHED BY P.U.D. PLAN
OWNER PARCEL 73:	STEPHEN T. ROGERS ETHEL R. DETCH 554 FRANKLIN ROAD FRANKLIN TN 37069
OWNER PARCEL 74.01:	JAMES F. HOLLOWAY EVELYN A. HOLLOWAY 562 FRANKLIN ROAD FRANKLIN TN 37069
APPLICANT:	WILLIAM GREGORY 7427 CHARLOTTE PIKE NASHVILLE TN, 37209 (615) 390-7724 WGregory@familylegacy.com
PLANNER/LANDSCAPE ARCHITECT:	GAMBLE DESIGN COLLABORATIVE 144 SOUTHEAST PARKWAY SUITE 200 FRANKLIN, TN 37064 615.975.5765 greggambled209@gmail.com GREG GAMBLE
OFFICE PHONE	
EMAIL ADDRESS	
CONTACT	
PROPOSED LOT 1	
PROPOSED LOT SIZE	165,568 SF or 3.80 ACRES
PROPOSED USE	FUNERAL HOME
BUILDING SQUARE FOOTAGE	10,500 SF
BUILDING HEIGHT	ONE STORY
MINIMUM L.S.R.	.20
L.S.R. PROVIDED	.668
INCOMPATIBLE BUFFER REQUIRED	NONE
MINIMUM PARKING REQUIRED BY CODE	200
MAXIMUM PARKING PERMITTED	220
PARKING REQUESTED BY M.O.S.	86
PARKING PROVIDED	89
BIKE PARKING PROVIDED	5
PROPOSED LOT 2	
PROPOSED LOT SIZE	143,331 SF or 3.29 ACRES
PROPOSED USE	8,000 SF RETAIL + 16,000 OFFICE
BUILDING SQUARE FOOTAGE	24,000 SF
BUILDING HEIGHT	THREE STORY
MINIMUM L.S.R.	.20
L.S.R. PROVIDED	.641
INCOMPATIBLE BUFFER REQUIRED	NONE
MINIMUM PARKING REQUIRED BY CODE	66
MAXIMUM PARKING PERMITTED	83
PARKING PROVIDED	67
BIKE PARKING PROVIDED	4
PROPOSED LOT 3	
PROPOSED LOT SIZE	680,787 SF or 15.63 ACRES
PROPOSED USE	UNDEVELOPED

PRELIMINARY STORMWATER MANAGEMENT SUMMARY

Total Property Area = 22.72 Acres
Total Disturbed Area = 5.06 Acres
Total Existing Impervious Area = 0.63 Acres
Total Proposed Impervious Area = 2.35 Acres

Existing Curve Number = 78.4
Post-Construction Curve Number (Pre-Defention) = 80.0

Soil Types: 29.2% Type B Soil
35.0% Type C Soil
35.8% Type D Soil

Impervious Area to Water Quality Area 1: 0.73 Acres
Impervious Area to Water Quality Area 2: 0.83 Acres
Impervious Area to Water Quality Area 3: 0.79 Acres

WQ Area 1 to consist of WQ Treatment and Detention.
WQ Area 2 to consist of WQ Treatment.
WQ Area 3 to consist of WQ Treatment and Detention.

Stormwater to be treated via a combination of Bioretention and Water Quality Swales and released into Stream Buffer via Energy-Dissipating Headwalls and Level Spreaders.

Based on Preliminary Calculations on COF Water Quality Calculation Tool, Post-Construction Curve Number will be Less Than or Equal to Pre-Construction Curve Number and will meet 80% TSS Reduction.

GDC

GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
DATE: JUNE 4, 2015



DEVELOPMENT PLAN
FAMILY LEGACY SUBDIVISION
FRANKLIN, TENNESSEE

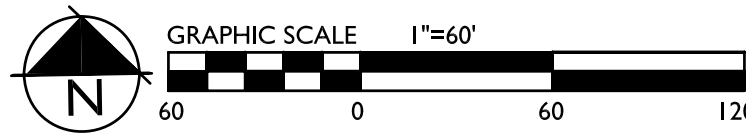


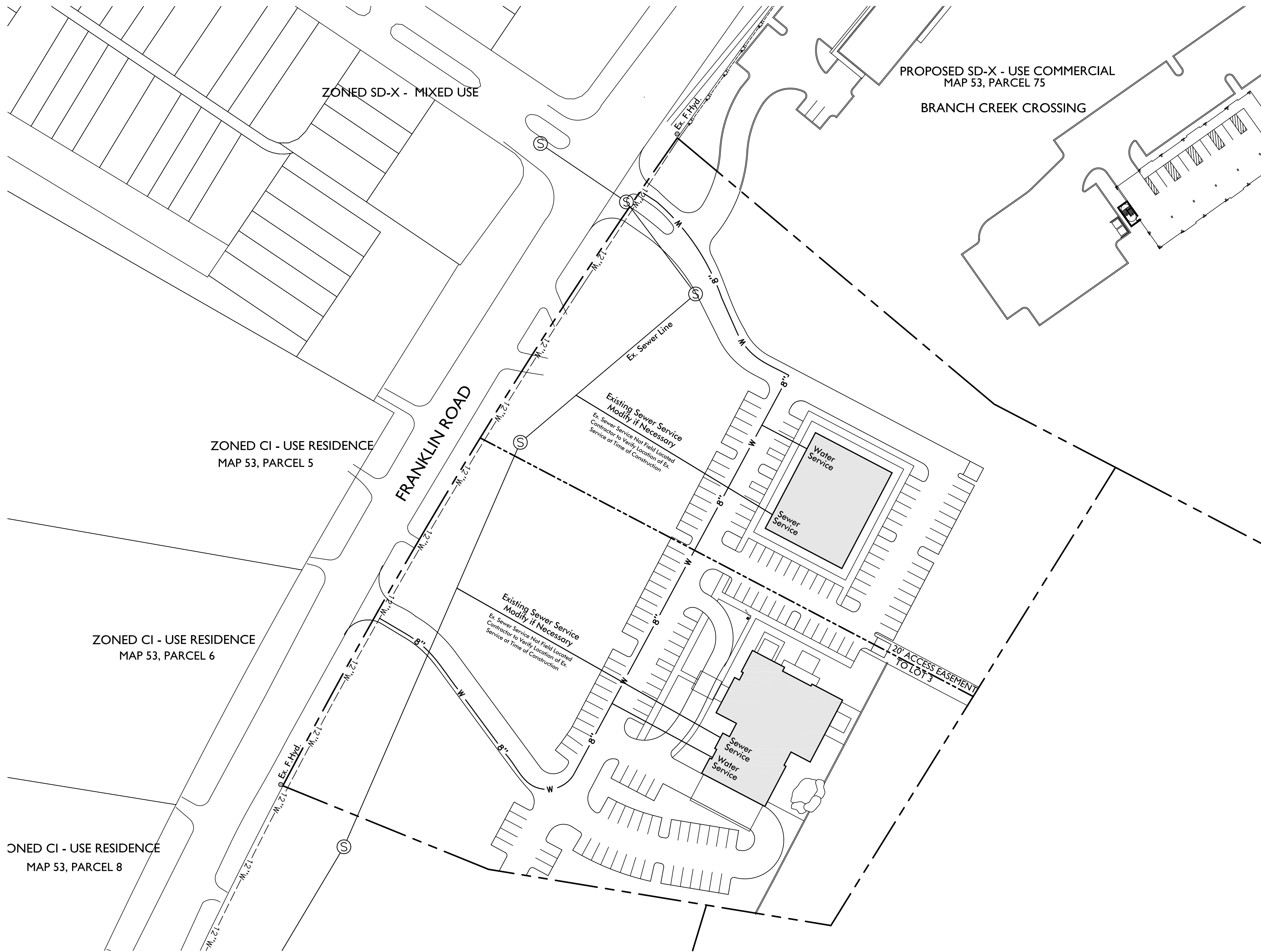
DEWEY
ESTES
ENGINEERING

GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggambled209@gmail.com
615.975.5765

STORMWATER
MANAGEMENT
PLAN
COF # 5849

C 6.0





SITE DATA:	
PROJECT NAME:	FAMILY LEGACY SUBDIVISION
PROJECT NUMBER:	5848
SUBDIVISION:	NOT APPLICABLE
LOT NUMBER:	NOT APPLICABLE
ADDRESS:	554 FRANKLIN ROAD 562 FRANKLIN ROAD
CITY:	FRANKLIN FRANKLIN
COUNTY:	WILLIAMSON WILLIAMSON
STATE:	TENNESSEE TENNESSEE
CIVIL DISTRICT:	8TH CIVIL DISTRICT 8TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	MAP 53, PARCEL 73.00 MAP 53, PARCEL 74.01
EXISTING ZONING:	R1 R1
PROPOSED ZONING:	SD-X SD-X
CHARACTER AREA OVERLAY:	BERRY'S CHAPEL BC-4
OTHER APPLICABLE OVERLAYS:	WHO - HILLSIDE/HILLCREST OVERLAY FWO - FLOODWAY OVERLAY
APPLICABLE DEVELOPMENT STANDARD:	TRADITIONAL TRADITIONAL
PARCEL ACREAGE:	PARCEL 73 - 14.57 AC PARCEL 74.01 - 8.15 AC
TOTAL ACREAGE/SQUARE FOOTAGE:	22.72 ACRES OR 989,504 SF
MINIMUM REQUIRED SETBACKS:	AS ESTABLISHED BY P.U.D. PLAN
OWNER PARCEL 73	OWNER PARCEL 74.01
STEPHEN T. ROGERS	JAMES F. HOLLOWAY
ETHEL R. DETCH	EVELYN A. HOLLOWAY
554 FRANKLIN ROAD	562 FRANKLIN ROAD
FRANKLIN TN 37069	FRANKLIN TN 37069
APPLICANT:	WILLIAM GREGORY
	7427 CHARLOTTE PIKE
	NASHVILLE, TN 37209
	(615) 390-7724 WGgregory@afamilylegacy.com
PLANNER/LANDSCAPE ARCHITECT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS	144 SOUTHEAST PARKWAY
	SUITE 200
	FRANKLIN, TN 37064
OFFICE PHONE	615.975.5765
EMAIL ADDRESS	greggambled209@gmail.com
CONTACT	GREG GAMBLE
PROPOSED LOT 1	
PROPOSED LOT SIZE	165,568 SF or 3.80 ACRES
PROPOSED USE	FUNERAL HOME
BUILDING SQUARE FOOTAGE	10,500 SF
BUILDING HEIGHT	ONE STORY
MINIMUM L.S.R.	.20
L.S.R. PROVIDED	.688
INCOMPATIBLE BUFFER REQUIRED	NONE
MINIMUM PARKING REQUIRED BY CODE	200
MAXIMUM PARKING PERMITTED	220
PARKING REQUESTED BY M.O.S.	86
PARKING PROVIDED	89
BIKE PARKING PROVIDED	5
PROPOSED LOT 2	
PROPOSED LOT SIZE	143,331 SF or 3.29 ACRES
PROPOSED USE	8,000 SF RETAIL + 16,000 OFFICE
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BUILDING HEIGHT	THREE STORY
MINIMUM L.S.R.	.20
L.S.R. PROVIDED	.641
INCOMPATIBLE BUFFER REQUIRED	NONE
MINIMUM PARKING REQUIRED BY CODE	66
MAXIMUM PARKING PERMITTED	83
PARKING PROVIDED	67
BIKE PARKING PROVIDED	4
PROPOSED LOT 3	
PROPOSED LOT SIZE	680,787 SF or 15.63 ACRES
PROPOSED USE	UNDEVELOPED

- Notes:**
- 1) Water Service will be provided by Mallory Valley Utility District.
 - 2) Sewer Service will be provided by the City of Franklin. Existing services to be updated and used to serve proposed buildings.

Water Demand & Sewer Flow Calculations

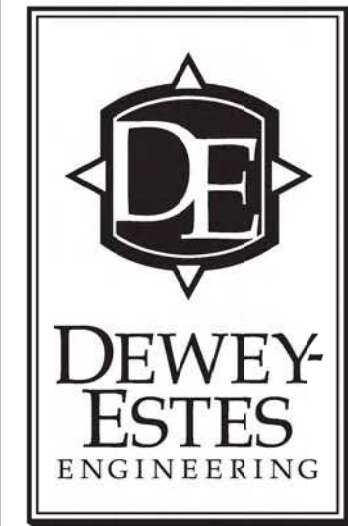
Funeral Home
Chapel Occupancy = 200 Seats
200 Seats x 5 Gallons per Seat = 1000 gpd
10 Employees x 25 Gallons per Employee = 250 gpd

Total Needs = 1,250 gpd Water
1,250 gpd Sewer

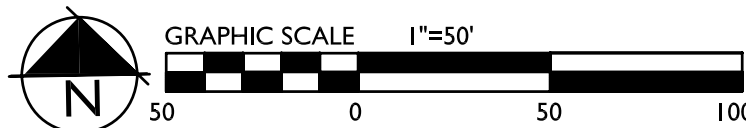
Retail/Office Space
Retail = 8,000 s.f. x 0.1 Gallons per s.f. = 800 gpd
Office = 65 Employees x 25 Gallons per Employee = 1,625 gpd

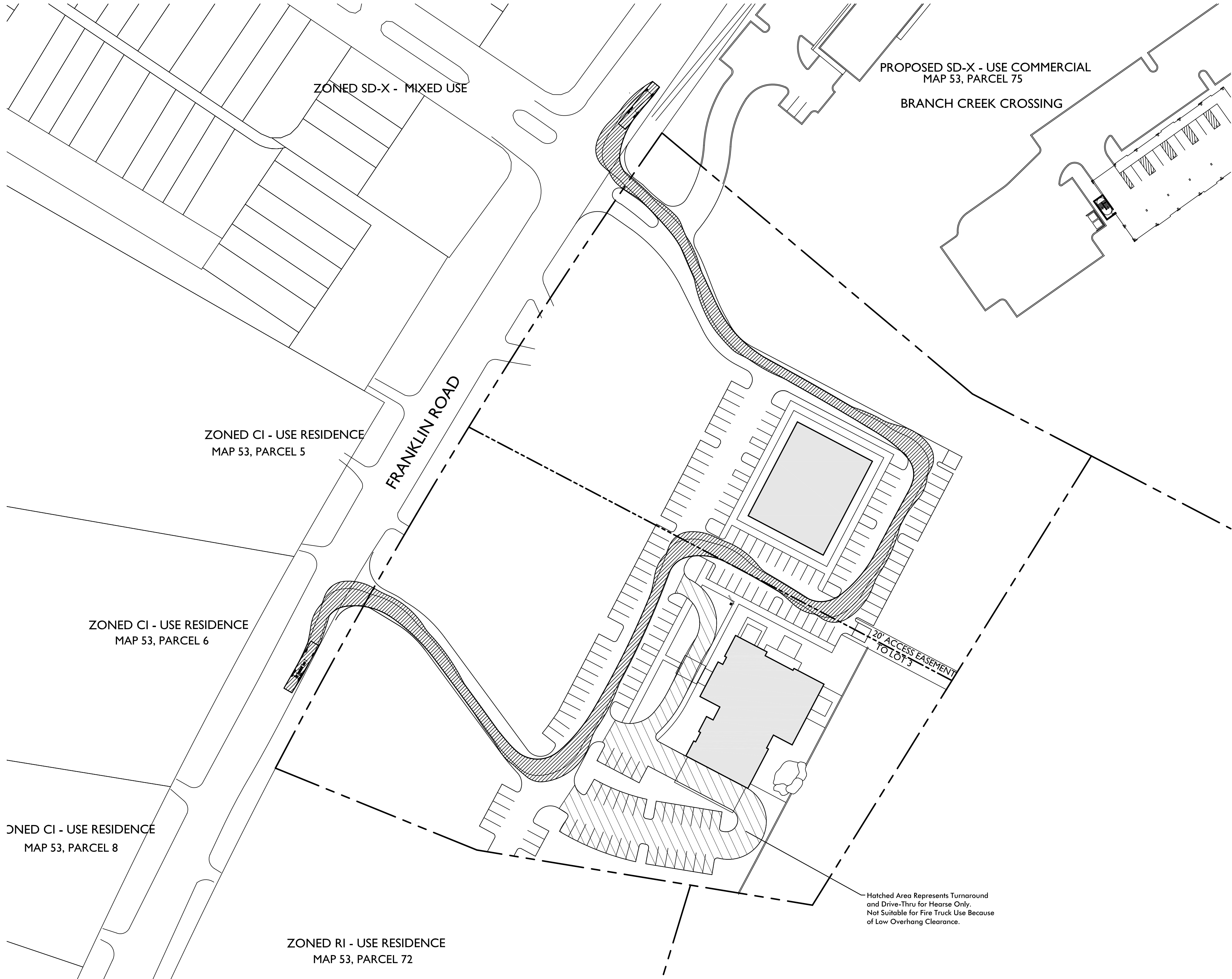
Total Needs = 2,425 gpd Water
2,425 gpd Sewer

Overall Needs: 3,675 gpd Water
3,675 gpd Sewer



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SUITE 230
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GREG GAMBLE
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SITE DATA:

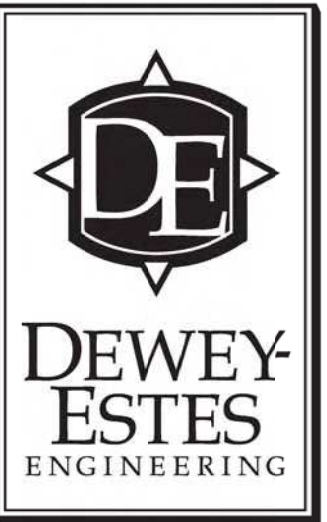
PROJECT NAME:	FAMILY LEGACY SUBDIVISION	
PROJECT NUMBER:	5849	
SUBDIVISION:	NOT APPLICABLE	
LOT NUMBER:	NOT APPLICABLE	
ADDRESS:	554 FRANKLIN ROAD	562 FRANKLIN ROAD
CITY:	FRANKLIN	FRANKLIN
COUNTY:	WILLIAMSON	WILLIAMSON
STATE:	TENNESSEE	TENNESSEE
CIVIL DISTRICT:	8TH CIVIL DISTRICT	8TH CIVIL DISTRICT
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PROPOSED ZONING:	SD-X	SD-X
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APPLICABLE DEVELOPMENT STANDARD:	TRADITIONAL	TRADITIONAL
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	NASHVILLE, TN. 37209	
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PLANNER/LANDSCAPE ARCHITECT:	GAMBLE DESIGN COLLABORATIVE	
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	SUITE 200	
	FRANKLIN, TN 37064	
	615.975.5765	
OFFICE PHONE:	greggambledesign@gmail.com	
EMAIL ADDRESS:	GREG GAMBLE	
CONTACT:		
PROPOSED LOT 1		
PROPOSED LOT SIZE	165,568 SF or 3.80 ACRES	
PROPOSED USE	FUNERAL HOME	
BUILDING SQUARE FOOTAGE	10,500 SF	
BUILDING HEIGHT	ONE STORY	
MINIMUM L.S.R.	.20	
L.S.R. PROVIDED	.668	
INCOMPATIBLE BUFFER REQUIRED	NONE	
MINIMUM PARKING REQUIRED BY CODE	200	
MAXIMUM PARKING PERMITTED	220	
PARKING REQUESTED BY M.O.S.	86	
PARKING PROVIDED	89	
BIKE PARKING PROVIDED	5	
PROPOSED LOT 2		
PROPOSED LOT SIZE	143,331 SF or 3.29 ACRES	
PROPOSED USE	8,000 SF RETAIL + 16,000 OFFICE	
BUILDING SQUARE FOOTAGE	24,000 SF	
BUILDING HEIGHT	THREE STORY	
MINIMUM L.S.R.	.20	
L.S.R. PROVIDED	.641	
INCOMPATIBLE BUFFER REQUIRED	NONE	
MINIMUM PARKING REQUIRED BY CODE	66	
MAXIMUM PARKING PERMITTED	83	
PARKING PROVIDED	67	
BIKE PARKING PROVIDED	4	
PROPOSED LOT 3		
PROPOSED LOT SIZE	680,787 SF or 15.63 ACRES	
PROPOSED USE	UNDEVELOPED	

Notes:

- 1) Based on the Franklin Fire Department's "Tower 2" Sutphen SP100 autoturn template with the following specifications:
- Length: 51.25 feet
 - Front Bumper to Centerline Front Axle: 10 feet
 - Wheelbase (Front Axle to Rear): 22.25 feet
 - Width: 8.66 feet
 - Track: 8.00 feet
 - Lock to Lock Time: 6 Seconds
 - Steering Lock Angle: 42 Degrees
 - Approach Angle: 13 Degrees
 - Departure Angle: 8 Degrees
 - Turning Radius Inside: 22 feet
 - Turning Radius Outside: 36 feet 7 inches
 - Turning Radius Wall to Wall: 42 feet
 - Gross Vehicle Weight: 67,000 lbs.
- 2) Travel Path designed at a speed of 5 mph.



DEVELOPMENT PLAN
FAMILY LEGACY SUBDIVISION
FRANKLIN, TENNESSEE

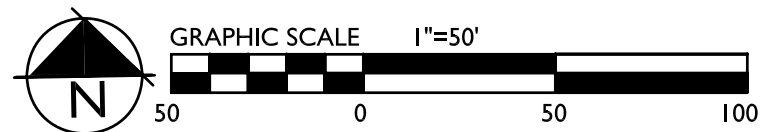


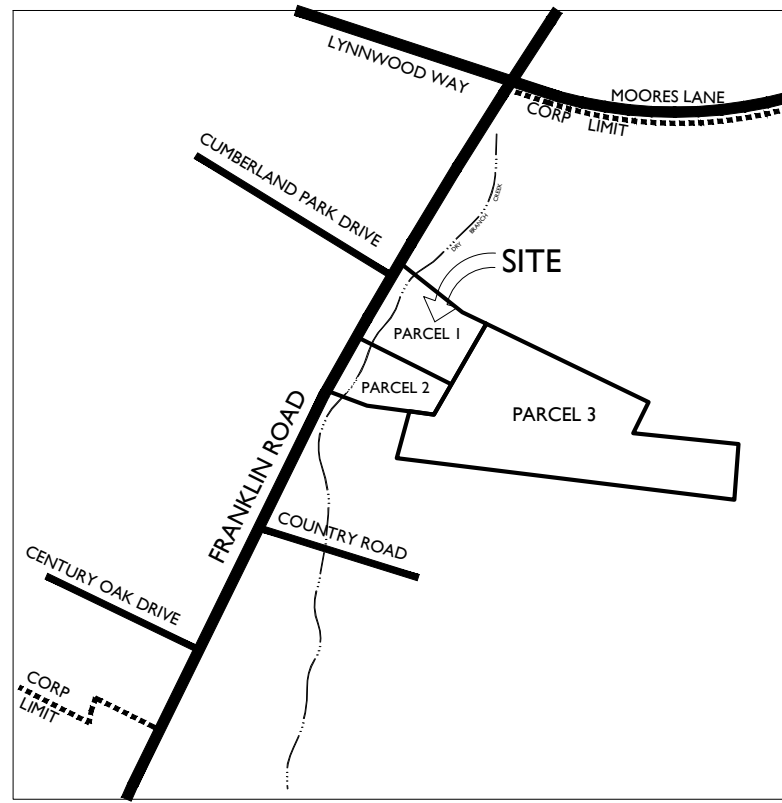
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SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
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AUTOTURN
ANALYSIS
PLAN

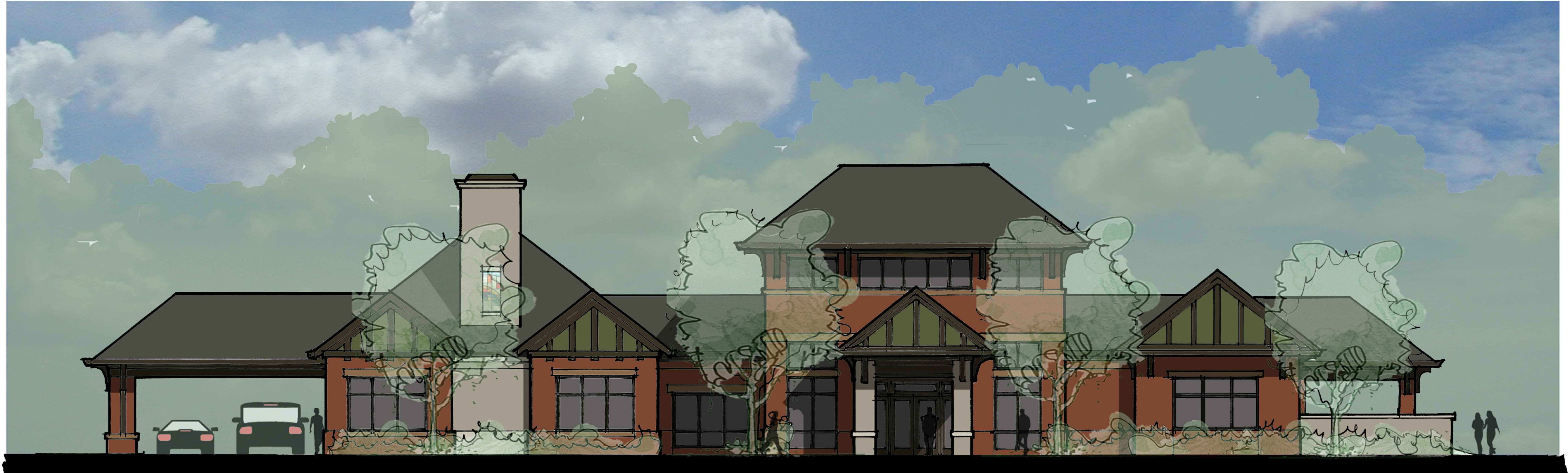
COF# 5849

C 8.0



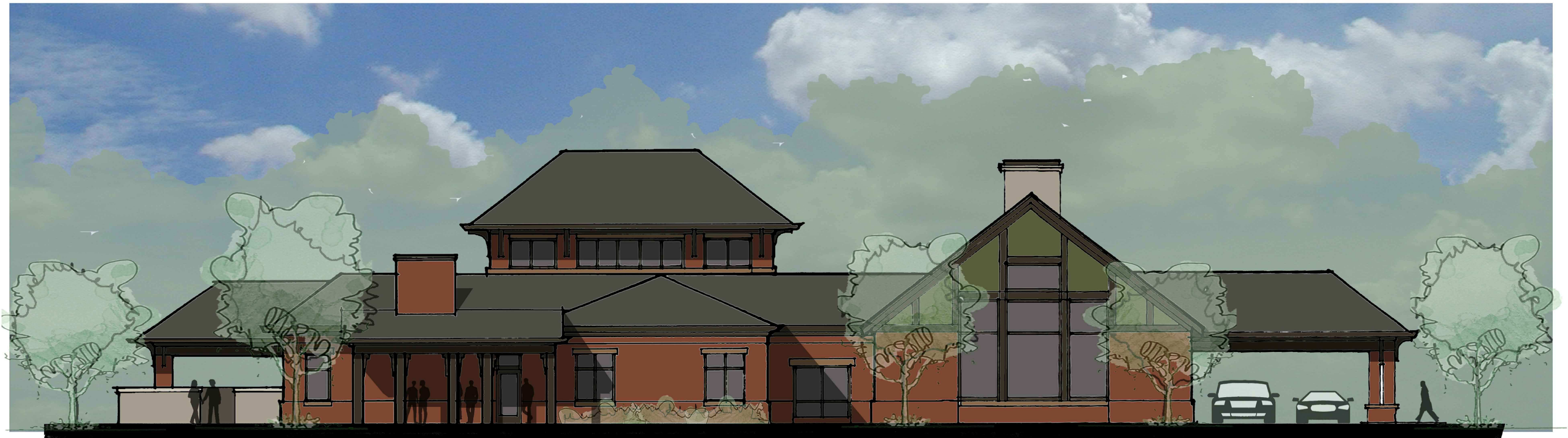


VICINITY MAP



PROPOSED FRONT ELEVATION

1/8" SCALE



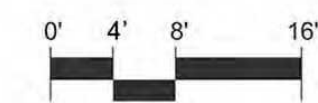
PROPOSED BACK ELEVATION

1/8" SCALE



LOT 1 - FUNERAL HOME

FRANKLIN, TENNESSEE



APRIL 3, 2015



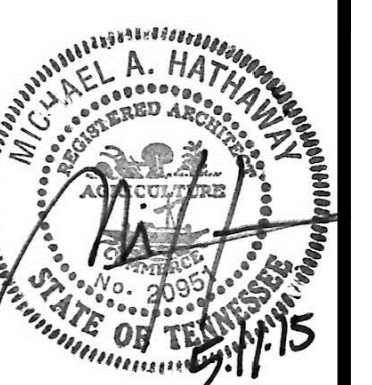
ARCHITECT

906 STUDIO ARCHITECTS, LLC
237 SECOND AVENUE SOUTH
FRANKLIN, TN 37064
MIKE HATHAWAY, ARCHITECT (615) 289-8737
EMAIL ADDRESS: mike.hathaway@906studio.com

906

STUDIO
ARCHITECTS

DEVELOPMENT PLAN
FAMILY LEGACY SUBDIVISION
FRANKLIN, TENNESSEE



GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
gg@gamble09@gmail.com
615.975.5765

ARCHITECTURAL
ELEVATIONS

COF# 5849

C 9.0



PROPOSED FRONT ELEVATION

1/8" SCALE



PROPOSED RIGHT SIDE ELEVATION

1/8" SCALE



PROPOSED REAR ELEVATION

1/8" SCALE



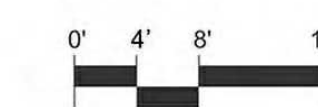
PROPOSED LEFT SIDE ELEVATION

1/8" SCALE



FRANKLIN ROAD OFFICE AND RETAIL BUILDING

FRANKLIN, TENNESSEE



APRIL 3, 2015

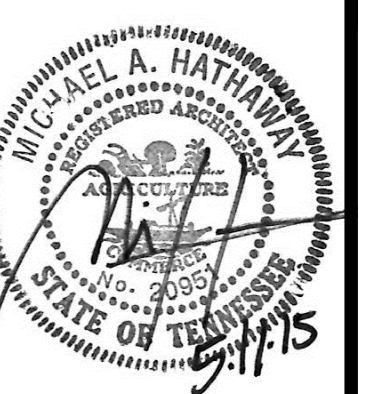


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ARCHITECTS

DEVELOPMENT PLAN
FAMILY LEGACY SUBDIVISION
FRANKLIN, TENNESSEE



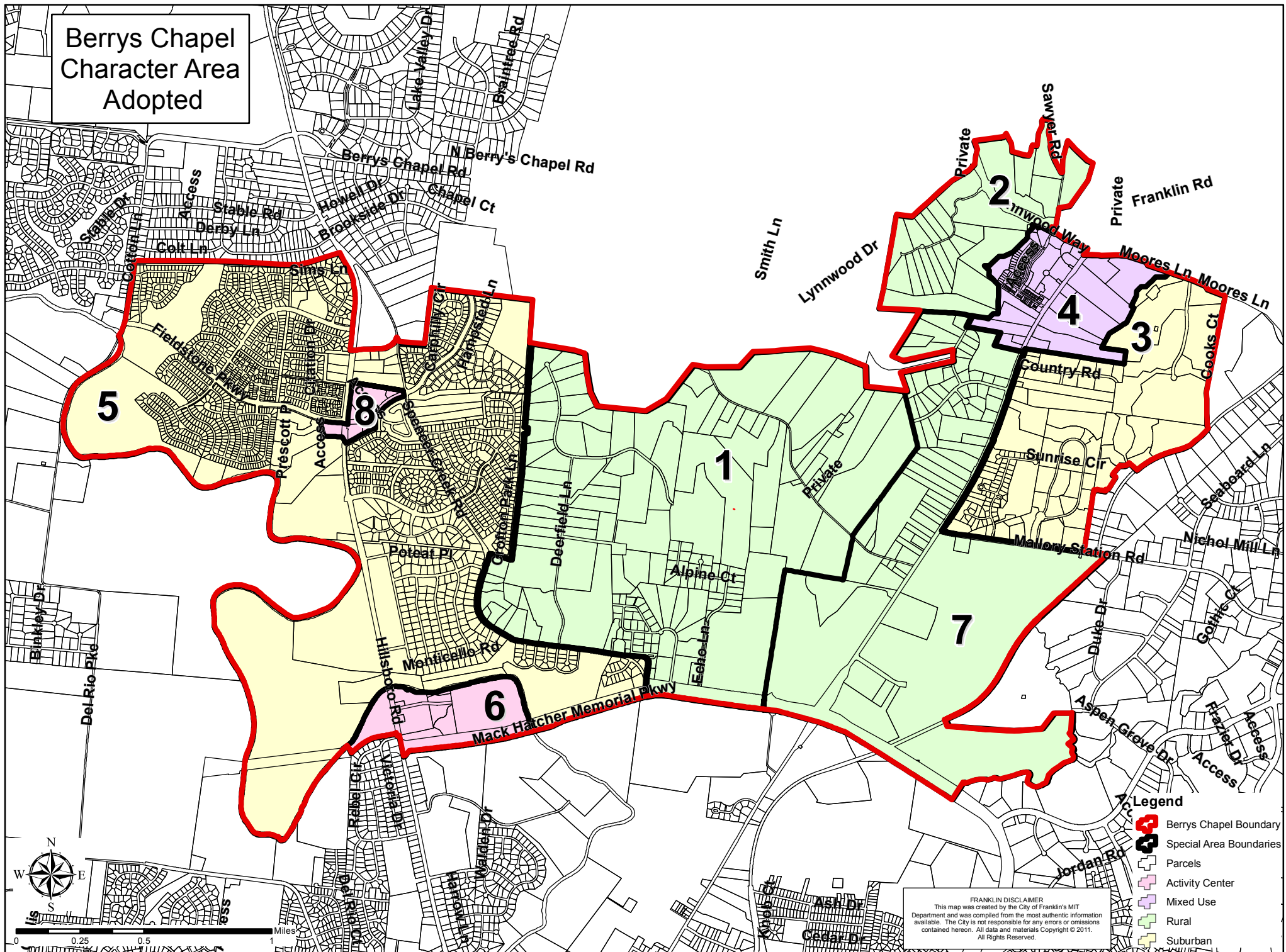
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ARCHITECTURAL
ELEVATIONS

COF# 5849

C 9.1

Berrys Chapel Character Area Adopted



MINUTES OF THE MEETING OF THE FRANKLIN MUNICIPAL PLANNING COMMISSION SEPTEMBER 22, 2011

The Franklin Municipal Planning Commission held a regular meeting on Thursday, September 22, at 7:00 p.m. in the city hall boardroom.

Members present: Marcia Allen
Clyde Barnhill, Alderman
Greg Gamble
Scott Harrison
Mike Hathaway, Chair
Roger Lindsey, Vice Chair
Alma McLemore
Michael Orr
Ann Petersen, Alderman

Members absent:

Staff present: Dan Allen, Planning and Sustainability Department
Katy Daugherty, Planning and Sustainability Department
Catherine Powers, Planning and Sustainability Department
Vernon Gerth, Community and Economic Development Department
Emily Hunter, Planning and Sustainability Department
Jonathan Langley, Planning and Sustainability Department
Andrew Orr, Planning and Sustainability Department
Micah Wood, Planning and Sustainability Department
Brenda Woods, Planning and Sustainability Department
Eric Stuckey, Administration Department
Shauna Billingsley, Law Department

The purpose of the meeting will be to consider matters brought to the attention of the Planning Commission and will include the following. The typical process for discussing an item is as follows:

1. Staff presentation,
2. Public comments,
3. Applicant presentation, and
4. Motion/discussion/vote.

Applicants are encouraged to come to the meeting, even if they agree with the staff recommendation. The Planning Commission may defer or disapprove an application/request unless someone is present to represent it.

For accommodations due to disabilities or other special arrangements, please contact the Human Resources Department at (615) 791-3216, at least 24 hours prior to the meeting.

1. CALL TO ORDER

2. MINUTES

- 8/25/11 Regular Meeting

3. CITIZEN COMMENTS ON ITEMS NOT ON THE AGENDA

Open for Franklin citizens to be heard on items not included on this Agenda. As provided by law, the Planning Commission shall make no decisions or consideration of action of citizen comments, except to refer the matter to the Planning Director for administrative consideration, or to schedule the matter for Planning Commission consideration at a later date. Those citizens addressing the Planning Commission are required to complete a Public Comment Card in order for their name and address to be included within the official record.

4. ANNOUNCEMENTS

5. VOTE TO PLACE NON-AGENDA ITEMS ON THE AGENDA

The non-agenda process, by design, is reserved for rare instances, and only minor requests shall be considered. Non-agenda items shall be considered only upon the unanimous approval of all of the Planning Commission members.

6. CONSENT AGENDA

The items under the consent agenda are deemed by the Planning Commission to be non-controversial and routine in nature and will be approved by one motion. The items on the consent agenda will not be individually discussed. Any member of the Planning Commission, City Staff, or the public desiring to discuss an item on the consent agenda may request that it be removed and placed on the regular agenda. It will then be considered in its printed order.

- Initial Consent Agenda
- Secondary Consent Agenda- to include any items in which Commissioners recuse themselves

REGULATING PLANS

7. Resolution 2011-45, A Resolution approving a Regulating Plan (Revision 1) to page 28 – building types – of the Pattern Book for the Berry Farms Town Center PUD Subdivision, located along Lewisburg Pike and Goose Creek Bypass, by the City of Franklin, Tennessee.

Project Number:	2266
Applicant:	Ryan McMaster, Littlejohn Engineering Associates
Staff Recommends:	Approval, with conditions
Consent Status:	Consent

FINAL PLATS AND SITE PLANS

8. Liberty Park Phase Two, site plan, revision 1 (Salt Storage Facility), addition of a 4,000 square foot building on 84.59 acres, located at 2080 Turning Wheel Lane.

Project Number: 2280
Applicant: Steve Grubb, City of Franklin Streets Department
Staff Recommends: Approval, with conditions
Consent Status: Consent

9. Quail Hollow Business Park Subdivision, site plan, section 1, revision 1, lot 3 (Mapco Drive-through Addition), a drive-through window addition on 2.43 acres, located at 1501 Murfreesboro Road.

Project Number: 2267
Applicant: Ray Flake, Civil Engineering Services
Staff Recommends: Approval, with conditions
Consent Status: Consent

LAND-USE PLAN AMENDMENT

10.AMEND THE BERRYS CHAPEL CHARACTER AREA SECTION OF THE FRANKLIN LAND USE PLAN

Applicant: Catherine Powers, Planning Director
Staff Recommends: Approval
Consent Status: Non-consent

FMPC / ADMINISTRATIVE 2012 MEETING AND DEADLINE SCHEDULE

11. Adopt the FMPC / Administrative 2012 Meetings and Deadlines Schedule

Applicant: Catherine Powers, Planning Director
Staff Recommends: Approval
Consent Status: Consent

INTER-PLANNING COMMISSION REVIEW

12. Inter-Planning Commission Review of a Special Use Permit to allow an Event of Public Interest, Extensive Impact (The Grape Stomp) at 3105 Boyd Mill Pike in the 2nd Voting District.

Applicant/Rep: Micah Wood, Current Planning Supervisor
Consent Status: Consent

NON-AGENDA ITEMS

ANY OTHER BUSINESS

ADJOURN

1. CALL TO ORDER

Chair Hathaway, called the meeting to order at 7:00 p.m.

2. MINUTES

Mr. Harrison moved to approve the August 25, 2011, minutes as presented, and Mr. Orr seconded the motion.

Alderman Petersen moved to amend the minutes by making a correction to page 19, Mr. Lindsey seconded the motion, and the amendment passed unanimously (8-0).

With the motion to approve the amended minutes having been made and seconded, it passed unanimously (8-0).

3. CITIZEN COMMENTS

No one came forward.

4. ANNOUNCEMENTS

Ms. Powers reminded the Planning Commissioners of the training on non-conforming uses, which will be held on Monday, September 26, from 1:00 to 3:00 p.m. She urged everyone to attend the training. Also, the Tennessee American Planning Association (TAPA) conference will be held on September 28th through September 30th. If you are interested in attending, please let Brenda know, and she will handle.

5. VOTE TO PLACE NON-AGENDA ITEMS ON THE AGENDA

No one came forward.

6. CONSENT AGENDA

Chair Hathaway stated that items 7 through 9, and 11 and 12 were on the Consent Agenda. Mrs. McLemore moved to approve the Consent Agenda, Mr. Harrison seconded the motion, and it passed unanimously.

7. Resolution 2011-45, A Resolution approving a Regulating Plan (Revision 1) to page 28 – building types – of the Pattern Book for the Berry Farms Town Center PUD Subdivision, located along Lewisburg Pike and Goose Creek Bypass, by the City Of Franklin,

CONDITIONS OF APPROVAL:

PLANNING:

1. None;

PLANNING (LANDSCAPE):

2. The following note shall be added to the Guidelines: "Trees shall not be placed in front of porticos, awnings or arcade columns."

ENGINEERING:

3. The statement "Arcade columns, porticos and awnings may extend 10 feet into the setback (to within 2 feet of the face of curb)" shall be revised to read: "Arcade columns, porticos and awnings may extend 10 feet into the setback (to no less than 2 feet of clearance between the face of curb and any structure) and shall provide an area no less than 5 feet wide for pedestrians."

BUILDING AND NEIGHBORHOOD SERVICES:

4. None;

FIRE:

5. None;

PARKS:

6. None;

WATER/SEWER:

7. None;

PROCEDURAL REQUIREMENTS:

1. The city's project identification number shall be included on all correspondence with any city department relative to this project.
2. The applicant shall submit two (2) complete, revised copies and a .pdf file of the Pattern Book to the Department of Building and Neighborhood Services. A response letter addressing each condition of approval shall be included with the .pdf submittal and the corrected Pattern Book copies.
8. Liberty Park Phase Two, site plan, revision 1 (Salt Storage Facility), addition of a 4,000 square foot building on 84.59 acres, located at 2080 Turning Wheel Lane.

CONDITIONS OF APPROVAL:

PLANNING:

1. The applicant shall note on the plans that the east side of the building is open and that the front elevation on Sheet 3 corresponds to this side.
2. The applicant shall note the proposed building's dimensions (40' x 100') on the site layout.

PLANNING (LANDSCAPE):

3. None;

ENGINEERING:

4. Franklin ISD tool water quality calculations shall be submitted with Post-PC submittal.

BUILDING AND NEIGHBORHOOD SERVICES:

5. None;

FIRE:

6. None;

PARKS:

7. None;

WATER/SEWER:

8. None;

PROCEDURAL REQUIREMENTS:

1. The applicant shall submit two (2) complete and folded sets and a .pdf file of corrected site plan to the Department of Building and Neighborhood Services. All revisions to the approved plans shall be "clouded." A response letter addressing each condition of approval shall be included with the .pdf submittal and each set of corrected plans.
 2. The city's project identification number shall be included on all correspondence with any city department relative to this project.
 3. Prior to start of any excavation work, the developer and/or contractor shall notify AT&T and Comcast.
 4. Once the corrected site plan has been approved, one full-size and one half-size copy of the final approved landscape plans shall be submitted to the Department of Building and Neighborhood Services for future landscape inspection purposes.
 5. The applicant shall submit one (1) half-size copy and four (4) full-size copies of corrected grading and drainage plans to the Department of Building and Neighborhood Services to be stamped and signed by city officials prior to the issuance of a grading permit.
9. Quail Hollow Business Park Subdivision, site plan, section 1, revision 1, lot 3 (Mapco Drive-through Addition), a drive-through window addition on 2.43 acres, located at 1501 Murfreesboro Road.

CONDITIONS OF APPROVAL:

PLANNING:

1. The setbacks listed in the site data chart shall be revised to match the recorded plat. The side yard setback shall be listed as 25 feet, and the rear yard setback shall be listed as 40 feet. The front setback (yard fronting any street) is correctly noted on the site data chart.
2. The minimum parking requirement for building 1 on the site data chart shall be revised to 24 spaces, as required by the Franklin Zoning Ordinance. The amount of existing parking for each building on this lot shall be listed in the site data chart, as well.
3. Email addresses shall be added to the professional contact info on the cover sheet.
4. The development standard listed on the site data chart shall be revised from "either" to "conventional." The character area overlay shall be revised to state "McEwen, Special Area 5" or MECO-5.
5. The zoning information shown on each property on Sheet C-1 shall be revised. None of the properties shown on this sheet are in the 500' HHO Buffer.

PLANNING (LANDSCAPE):

6. None;

ENGINEERING:

7. The applicant shall provide the location of the emergency pedestrian exit door from the building on the site plan.

BUILDING AND NEIGHBORHOOD SERVICES:

8. None;

FIRE:

9. The sidewalk proposed for removal may be required pending construction drawings and requirements for egress in accordance with building and safety codes.

PARKS:

10. None;

WATER/SEWER:

11. None;

PROCEDURAL REQUIREMENTS:

1. The applicant shall submit two (2) complete and folded sets and a .pdf file of corrected site plan to the Department of Building and Neighborhood Services. All revisions to the approved plans shall be "clouded." A response letter addressing each condition of approval shall be included with the .pdf submittal and each set of corrected plans.
2. The city's project identification number shall be included on all correspondence with any city department relative to this project.
3. Prior to start of any excavation work, the developer and/or contractor shall notify AT&T and Comcast.
4. Once the corrected site plan has been approved, one full-size and one half-size copy of the final approved landscape plans shall be submitted to the Department of Building and Neighborhood Services for future landscape inspection purposes.
5. The applicant shall submit one (1) half-size copy and four (4) full-size copies of corrected grading and drainage plans to the Department of Building and Neighborhood Services to be stamped and signed by city officials prior to the issuance of a grading permit.

11. Adopt the FMPC / Administrative 2012 Meetings and Deadlines Schedule

STAFF RECOMMENDATION TO FMPC:

Approval

12. Inter-Planning Commission Review of a Special Use Permit to allow an Event of Public Interest, Extensive Impact (The Grape Stomp) at 3105 Boyd Mill Pike in the 2nd Voting

COMMENTS:

This item is scheduled for review by the Williamson County Board of Zoning Appeals at the September 23, 2011, meeting. The Special Use Permit is limited to a one (1) time occurrence. The event is scheduled for October 8, 2011.

This completed the consent agenda.

10.AMEND THE BERRYS CHAPEL CHARACTER AREA SECTION OF THE FRANKLIN LAND USE PLAN

Ms. Powers stated that Item 10 was the amendment to the Land Use Plan for the Berrys Chapel Character Area. This particular Land Use Amendment had gone through a number of public meetings, including a meeting in which 44 residents of the area attended an Open House. Staff has received many comments. Since last month's Joint Conceptual Workshop,

additional comments had been received from individuals who had interest in some developments in two separate areas, Special Area 2 and Special Area 4. Staff had met with the property owners in Special Area 2 and had talked with them regarding how they might be able to develop a piece of property that they currently own while keeping the character of the area. She referred the Planning Commissioners to page two of the revised staff report for item 10 under Special Area 2, Development Form. Staff was recommending that this language be included on pages 12 and 13. Also, staff was looking at presenting three options for review of a piece of property that was part of the 2004 plan then designated as Suburban Conventional. Ms. Powers then introduced Intern Katy Daugherty, who had also worked very diligently on the Land Use Plan for Berrys Chapel.

Ms. Daugherty stated that she would address Special Area 4 first. Special Area 4 did not deal with any changes to the language in the document. It actually dealt with the boundaries, specifically the southeastern boundary. Ms. Daugherty presented the following options:

- Option 1 - The southeastern boundary will remain as it is outlined in the attached packets. This will include Clearview Baptist Church on the southwest and move parcels 73, 74, and 75 out and into Special Area 3, Suburban Conventional, which is how it is classified.
- Option 2 - The southeastern boundary will be maintained at the 2004 location (just north of parcel 73)
- Option 3 - The southeastern boundary will move south to include parcel 73.
- Option 4 - All boundaries will be maintained at the 2004 locations.

Ms. Daugherty stated that staff was seeking guidance on Special Area 2 as well. Option 1 was the information that was in the packets. Option 2 would be what was included in the revised staff report. Either option would not have staff opposition. Each allowed for limited development, protected City interests and addressed neighborhood concerns.

Mr. Wood stated that this was related to text changes and not map changes.

Ms. Daugherty stated that there were not any changes in Special Area 3. The only thing that would affect Special Area 3 would be the change in boundary on the southeast corner to Special Area 4.

Alderman Petersen stated that she had a question about Special Area 1 on page 12 number 3 at the top, which was regarding street connections. There was a great deal of opposition from the attendees at the previous workshop regarding Echo Lane northward and Scramblers Knob eastward. She did not think it would be good to add a street at this location due to the topography.

Mr. Wood stated that removing "particularly" would be fine.

Alderman Petersen stated that it might be fine, but she also had a concern about the language, "provide street connections in all directions."

Ms. Powers stated that staff did want to review this for connectivity purposes, had agreed that this had not been engineered, knew the topography was problematic, and did not have an objection to removing it.

Mr. Wood stated that interconnectivity was actually a zoning requirement now, except when there were topographical issues, and leaving the policy for interconnectivity in would match the zoning requirements. If it was impractical to connect, then a connection would not be required.

Chair Hathaway asked for citizen comments.

Mr. Dwight Kiser, President of Kiser and Vogrin Design, LLC, stated that he was representing Mr. Al Buckley, who resided at 6776 Sawyer Road and who owned roughly 58 acres, which was the entirety of the parcels north of Linwood Way and Gateway Village. He has spoken at the Joint Conceptual meeting on August 25th, since then there had been follow-up meetings with the Planning and Sustainability staff, and he really appreciated Ms. Daugherty and Ms. Powers' time in working with them. He was fully in support of Option 2 and would request approval. This property was zoned Agriculture at this time, and any type of development that would be considered in the future would require a rezoning.

Mr. Steve Rogers, of 554 Franklin Road, stated that he was the owner of parcel 73 that had just been discussed. He was speaking on behalf of himself and the three adjacent property owners who had requested that he speak. He was not privy to the three or four options that had been discussed regarding Special Area 4. He; however, he referred to the map, and stated that he and the three adjacent property owners did not want to see the line moved north to the Nazarene Church. They would like to see it moved south to Country Road Estates because it would establish a hard boundary. He was in support of Option 3 and would request approval.

Mr. Gary Fagan stated that he owned parcel 75 where the boundary was presently drawn. He concurred that he would like to see the boundary line moved south to Country Road Estates. His parcel had been in the overlay since 2004 as a Mixed Use development, and he would benefit from leaving it in the overlay that it was presently in. His property was across from Gateway Village, which presently was so robust that he did not know who would be interested in his property if it were residential since it was across from Gateway Village. He requested that the property be left as it was presently zoned, Mixed Use.

Mr. Dwight Kiser, of 103 Century Oak Drive, stated that he backed up to Clearview Baptist Church. He was against moving the activity center south. The Clearview Baptist Church property had been built, and he was concerned about creep south along Franklin Road. He did not understand why the Land Use designation needed to be changed on an already built and functioning property. He urged the Planning Commission to maintain the current Land Use designation as opposed to adding Activity Center to it.

This ended citizen comments.

Ms. Daugherty clarified the following:

- Option 1 - The southeastern boundary will remain as it is outlined in the attached packets, and Clearview Baptist Church will be included.
- Option 2 - The southeastern boundary will be maintained at the 2004 location, just north of parcel 73, and include Clearview Baptist Church.
- Option 3 - The southeastern boundary will move south to include parcel 73 and include Clearview Baptist Church.
- Option 4 - All boundaries will be maintained at the 2004 location.

Alderman Petersen stated that since Clearview Baptist Church was already built, she did not know why staff would want to make that an Activity Center.

Mr. Wood stated that the thought behind that was that the Land Use decision was made to have that as a large campus development. It provided a hard edge to the Activity Center and the rural development south. Since that decision had already been made, it was already an existing condition. There were several parcels in between Gateway Village and Clearview Baptist Church that under the 2008 Zoning Ordinance were zoned Civic Institutional, but were not really used for that purpose. Getting them rezoned presently was really difficult. The policy for them was Residential, even though they were between a campus church and Gateway Village.

Alderman Petersen stated that there was a difference between Gateway Village and Clearview Baptist Church. Those were two entirely different entities as there was a real difference in use at each location. She also stated that County Road was a residential subdivision that was built, and she was a little concerned about going all the way to Country Road. She thought that, perhaps, the boundaries in 2004 might be a compromise.

Alderman Petersen moved to change Option 4 to make the boundaries as they were in 2004, and Mr. Harrison seconded the motion.

Mr. Wood stated that these two parcels were somewhat frozen in Civic Institutional zoning, but they did not need a policy to change it. Whether the uses were different, it would be awkward to have Single Family Residential in between a church and a Mixed Use development. It should contain the language, "the parcels not owned by the church."

Ms. Powers stated that staff was looking for a hard boundary somewhere.

Alderman Petersen stated that it could not be County Road, in her opinion, because there were already houses on the north side of Country Road.

Chair Hathaway asked what the lot numbers were for the three parcels that were adjacent to Clearview Baptist Church that had been previously discussed.

Mr. Wood stated that this could be provided, but they were not currently owned by Clearview Baptist Church.

Ms. Allen wanted clarification on Option 3.

Mr. Harrison moved to amend Option 4 to include parcels 73, 72, and any parcels north of Clearview Baptist Church that were not owned by the church. Mr. Lindsey seconded the motion, and it passed unanimously (8-0).

Mr. Gamble moved to amend Special Area 2 to adopt staff's language for Special Area 2, and Mr. Harrison seconded the motion.

Mr. Gamble stated that in Special Area 7 there was a 150 foot corridor setback because that would be consistent with the setback of the existing architecture along the roads in this location. Was there precedence for the 150 foot setback along Linwood Way?

Ms. Powers stated that this was part of the rural character in the Land Use Plan, and because of that staff was looking at either the viewshed study or the 150 foot buffer.

With the amendment to Special Area 2 to adopt staff's language having been made and seconded it passed unanimously (8-0).

Alderman Petersen moved to amend Special Area 1 by amending the language on page 12, number 3 at the top, to delete the language, "particularly the extension of Echo Lane northward and Scramblers Knob eastward." Ms. Allen seconded the motion, and it passed unanimously (8-0).

Mr. Harrison moved to adopt the Land Use Plan, as amended, Mr. Gamble seconded the motion, and it passed unanimously (8-0).

There being no further business, the meeting adjourned at 7:36 p.m.

Chair, Mike Hathaway

FUNERAL HOME PARKING

Family Legacy Franklin Funeral Home

Facility	Total Building Area	Parking Spaces Provided	Ratio Provided
West Harpeth Funeral Home	7425	58	7.8
Hendersonville Funeral Home	8432	87	10.3
Crestview Funeral Home (Gallatin)	9918	113	11.4
Springfield Funeral Home	10833	72	6.6
Average	9152	82.5	9.0
Family Legacy Funeral Home	10,500	89	8.5

City of Franklin Parking Requirement

Required Parking for Funeral Home

0.25 spaces / person of maximum occupant load

Per Current City of Franklin Requirements	Total Square Footage	Maximum Occupancy	Required Parking
Family Legacy Funeral Home	10,500	719	179.75

Per Requested MOS. Based on Occupancy of 1 Viewing Room, the Chapel, and 3 Employees	Total Square Footage of Entire Building	Maximum Occupancy	Required Parking
Chapel	10,500	200	50
Viewing Room		145	36
3 Employees		3	3
Total Parking			89

William Banks

From: Stephanie Ward <Stephanie.Ward@tn.gov>
Sent: Monday, July 27, 2015 3:23 PM
To: William Banks
Cc: Marty D. McWilliams (mdmcwilliams@wiserconsultants.com); Chad E. Clark (ceclark@wiserconsultants.com); Chuck Graves; Kevin Isenberg; David Layhew; Lori Lange; Mike Brown; Erin Brake
Subject: PIN: 109424.00, Bicentennial Park - Phase 1, Faranklin, Williamson County

Dear Mr. Banks,

I am pleased to announce that TDOT has approved Jones Bros. Contractors, LLC as the lowest responsive bidder. You are hereby approved to inform them that they are the lowest responsive bidder and set up the mandatory pre-construction meeting.

At this mandatory pre-construction meeting, TDOT representatives from Materials & Tests and Construction must be present. Please contact Mr. Kevin Isenberg, (Region 3 Materials and Tests) at 615-350-4314 or via e-mail at kevin.isenberg@tn.gov. Kevin will need a copy of the detailed cost estimate showing TDOT line item numbers, plans and bid specifications prior to the pre-construction meeting. Also contact Mr. Chuck Graves (Region 3 Construction) at 615-350-4382 or via e-mail at chuck.graves@tn.gov. Chuck will need a copy of the final design plans, bid specifications and detailed engineer's cost estimate showing TDOT line item numbers prior to the pre-construction meeting. Both of these individuals need a minimum of 14 days' notice of the pre-construction meeting.

In addition, I must also have a copy of the letter that is sent to Jones Bros. Contractors, LLC advising them they are the successful bidder. I will need a copy of the notice to proceed to construction/work order to Jones Bros. Contractors, LLC from the local agency, a copy of the contract between Jones Bros. Contractors, LLC and the local agency, and a copy of all subcontractor contracts (subcontracts need to be sent electronically).

Please let me know if you have any questions.

Thanks,



Stephanie Ward | Transportation Planner
TDOT Enhancement Office
James K. Polk Building, 6th Floor
505 Deaderick Street, Nashville, TN 37243
p. 615-253-3430
stephanie.ward@tn.gov
tn.gov/tidot

RESOLUTION NO. 2015-46

TO BE ENTITLED: "A RESOLUTION AWARDING THE CONSTRUCTION CONTRACT (COF CONTRACT NO. 2014-0037) FOR THE 3RD AVENUE NORTH TRAIL/GREENWAY PROJECT (BICENTENNIAL PARK PHASE 1, TDOT PIN 109424.00) TO JONES BROS. CONTRACTORS, LLC., IN THE AMOUNT OF \$1,253,257.31."

WHEREAS, the City of Franklin entered into a TDOT funding agreement (PIN 109424.00) on August 13, 2007, for the 3rd Avenue North Project (Bicentennial Park Phase 1); and

WHEREAS, Amendment #1 (January 30, 2013) to the TDOT funding agreement (PIN 109424.00) included an 80% Federal STP Funding Source with a 20% Local Match towards the project, totaling \$787,500.00 (\$630,000.00 Federal / \$157,500.00 City of Franklin); and

WHEREAS, Amendment #2 (September 9, 2014) to the TDOT (PIN 109424.00) funding agreement extended the project completion date until December 2015; and

WHEREAS, on September 22, 2009, the BOMA approved the 3rd Avenue North Project as part of Resolution 2009-44, A Resolution to Adopt the 2010-2014 Capital Investment Program (CIP) Funding Plan (Recovery Zone Bonds); and

WHEREAS, on July 8, 2015, sealed bids were received in the Engineering Department, City Hall, 109 3rd Avenue South, Franklin, Tennessee 37064 at 10:00AM and were publicly opened and read aloud for the 3rd Avenue North Trail/Greenway Project (Bicentennial Park Phase I, TDOT PIN 109424.00), COF Contract No. 2014-0037; and

WHEREAS, upon receipt of the Recommendation to Award letter from the City's consultant, Wisner Consultants, and a consent of award approval from TDOT (July 27, 2015), staff recommends awarding the construction contract (COF Contract No. 2014-0037) to Jones Bros. Contractors, LLC., in the amount of **One Million Two Hundred Fifty-Three Thousand Two Hundred Fifty-Seven and 31/100 Dollars (\$1,253,257.31).**; and

WHEREAS, an additional One Hundred Thousand and No/100 Dollars (\$100,000.00) project contingency is requested by staff to allow for the timely payment for unforeseen or changed project conditions, quantities or cost overruns on the 3rd Avenue North Trail/Greenway Project.

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

Approval is granted to award the construction contract (COF Contract No. 2014-0037) to Jones Bros. Contractors, LLC. for the 3rd Avenue North Trail/Greenway Project (Bicentennial Park Phase 1, TDOT PIN 109424.00) in the amount of **One Million Two Hundred Fifty-Three Thousand Two Hundred Fifty-Seven and 31/100 Dollars (\$1,253,257.31).**

BE IT FURTHER RESOLVED, BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE THAT:

Authority is granted to the City Administrator, City Engineer, and the Director of Engineering to review and approve the spending of the 3rd Avenue North Trail/Greenway Project contingency in an amount not to exceed **One Hundred Thousand and No/100 Dollars (\$100,000.00)**.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2015

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____

ERIC S. STUCKEY
City Administrator

By: _____

DR. KEN MOORE
Mayor

Approved as to Form

By: _____

Shauna R. Billingsley, City Attorney



1427 Kensington Square Court
Murfreesboro, TN 37130

W wiserconsultants.com

T 615-278-1500

F 615-217-8130

March 16, 2015

Mr. William Banks
City of Franklin
109 Third Avenue South
Franklin, TN 37064

Subject: Proposal for Construction Engineering and Inspection (CEI) services related to the construction of the City of Franklin 3rd Avenue North Trail / Greenway project (COF 2014-0037).

Dear Mr. Banks

Wiser Consultants is pleased to submit a cost proposal which includes the Scope of Services and Estimated Cost to provide CEI services related to the construction of the City of Franklin 3rd Avenue North Trail / Greenway. It is WISER's intention, to provide the City of Franklin with CEI services that meet the requirements as set forth by TDOT Local Programs Development Office and those requirements required by the City. We also believe that our background and knowledge of TDOT LPDO CEI projects will enable us to aid the City in constructing a successful project.

After reviewing our Scope of Services and Estimated Cost, please feel free to contact us if you should have any questions or require additional information.

Sincerely,

Marty McWilliams

Marty McWilliams, PE, PMP
Wiser Company

Scope of Services

Wiser Consultants submits the following Scope of Services and Estimated Time and Materials Contract to the City of Franklin for Construction Engineering and Inspection Services as related to the City of Franklin Contract No.: 2014-0037 3rd Avenue North Trail / Greenway project. The following services will be completed by a teaming arrangement of Wiser Consultants, Ragan-Smith, KS Ware, and Griggs & Maloney.

1. Pre-construction / Erosion Control Meetings
 - a. Issue Notices
 - b. Administer
 - c. Record minutes and distribute to attendees
1. Issue Notice to Proceed / Work Order on behalf of the City for contractor to start work
2. Maintain following records:
 - a. Attestation of illegal immigrants – twice per year (January & June)
 - b. Certified payrolls – weekly per contractor / subcontractor
 - c. Change Orders
 - RFP's, Contractor's Response, Recommendation to City, City's Response to accept or deny, Executed Change Order
 - d. Concrete designs
 - e. Construction Reports - monthly
 - f. Daily Work Reports (DWRs) – daily
 - g. Employee Interviews – monthly or as needed to compare with certified payrolls
 - h. Environmental (If required)
 - Inspection Reports (twice weekly)
 - i. End of Job
 - Final Inspection Documents
 - Final Progress Estimate with Overrun/Underrun Explanations
 - Completion Notice
 - Advertisement for Claims Letter
 - Material Certification Letter
 - CC-3 Documentation
 - Prompt Payment Forms
 - End of Job Certificate
 - j. Engineers Estimate
 - k. Monthly Pay Request submitted for payment
 - l. Job Mix Formulas (Asphalt)
 - m. Materials Testing
 - Testing results
 - Material certifications
 - n. Meetings
 - Preconstruction agendas & minutes
 - Progress agendas & minutes
 - o. Notices
 - p. Pay Items (each item used on project)
 - Monthly quantities
 - q. Prompt payment forms – monthly
 - r. Shop Drawings – reviewed

s. Subcontracts – reviewed

3. Oversee construction activities and assist in resolving any issues that may arise during construction. Construction coordination between City, Contractor, Wiser staff & subconsultants.
4. Perform acceptance testing and certify materials according to approved standards
5. Review concrete and asphalt mix designs
6. Review subcontracts.
7. Review shop drawings of materials to be used during the construction of project.
8. Review and approve monthly progress estimates, verify required documents have been submitted prior to approval
9. Review and verify that field quantities agree with submitted quantities.
If different, resolve conflicting issues.
10. Coordinate & conduct final inspection with City and Contractor
11. Issue completion notice
12. Provide advertisement for claims to the City for publishing
13. Prepare Final Estimate with explanation of overruns and underruns.
14. Provide material certification letter.
15. Issue end of job certificate.
16. Turn over project records to City.

Time and Materials Estimate

Our Estimated Time and Material proposal for the Services is as follows:

Fees associated to Providing Construction Engineering and Inspection Services to the City of Franklin for CEI Services related to COF 2014-0037 3rd Avenue North Trail / Greenway project			
Construction Administration, Project Management and Survey Services (WISER Consultants)			\$50,554.30
Construction Inspection Services (Ragan-Smith)			\$161,663.28
Materials Testing (KS Ware)			\$8,781.45
Biological Survey / Fish Survey for Harpeth River (Griggs & Maloney)			\$5,760.00
		Total Engineering Fee	\$226,759.03

Schedule of Fees for Wisner Consultants as related to the 3rd Avenue North Trail / Greenway Project

Professional Service Providing	Current Rate / Hour
Project Manager	\$43.50
2-Person Survey Crew	\$46.75
Registered Land Surveyor	\$30.00
Survey CAD Technician	\$24.00

Schedule of Fees for Ragan-Smith as related to the 3rd Avenue North Trail / Greenway Project

Professional Service Providing	Current Rate / Hour
Principal	\$66.11
CEI Inspector	\$24.25
Landscape Inspector	\$26.00
EPSC Inspector	\$31.97

Schedule of Fees for KS Ware as related to the 3rd Avenue North Trail / Greenway Project

Professional Service Providing	Current Rate / Hour
Project Manager	\$40.00
M&T Inspector	\$22.00
Admin. Assistant	\$20.00

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No 2014-0036**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **Wiser Consultants, LLC.**, hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide construction engineering and inspection services in connection with the City's project hereinafter referenced as Project. The Project is described as follows:

**3rd Avenue North Trail/Greenway
Construction Engineering & Inspection (CEI) Services
(Bicentennial Park Phase 1, TDOT PIN 109424.00)**

1. SCOPE OF SERVICES. Consultant shall provide construction engineering and inspection services and related technical services for the Project in accordance with the Scope of Services as found in **Attachment A** which shall be considered as an integral part hereof.
2. Consultant shall be paid on an hourly basis for work performed based on the fee schedule as contained in **Attachment A** in the Amount Not To Exceed TWO HUNDRED TWENTY-SIX THOUSAND SEVEN HUNDRED FIFTY-NINE AND 03/100 DOLLARS (\$226,759.03).
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 2015.**

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to form by:

Shauna

R.

Billingsley,

City

Attorney

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the PROJECT acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party. However, nothing in this Article shall prevent Consultant from

engaging independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.

3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, **SCOPE OF SERVICES**; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, **SCOPE OF SERVICES**.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate

outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
 - (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, SCOPE OF SERVICES.

5.1 By mutual agreement, this contract and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 **TIME OF THE ESSENCE.** The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.

6.2 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.3 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

7.1 All Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement are instruments of service in respect to the Project. Consultant shall retain an ownership and property interest therein (including the right of reuse at the discretion of the Consultant) whether or not the Project is completed.

7.1.1 **USE OF DATA SYSTEMS:** Ownership, property interests and proprietary rights in data systems used by Consultant do not extend to the data created by or supplied to Consultant by the City; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation.

7.1.2 **DISCLOSURE OF DOCUMENTS/DATA.** City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant 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 Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.

7.2 City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.

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- of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, SCOPE OF SERVICES. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
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- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's Consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.

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- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.

- c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope Of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.
- 9.2 Consultant shall be paid in full for all services under this Agreement, including City-authorized overruns of the Project budget or unforeseen need for Consultant's services exceeding the original Scope Of Services.
- 9.3 **TRAVEL; EXPENSES**
The City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope Of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** The 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 Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice of forum and venue shall be

exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Contract, agreement or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2015-0189**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **Barge Waggoner Sumner & Cannon, Inc. (BWSC)** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide engineering, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

Bicentennial Park Environmental Assessment

1. SCOPE OF SERVICES. Consultant shall provide engineering and related technical services for the Project in accordance with the Scope of Services. The Scope of Services as found in **Attachment A** shall be considered as an integral part hereof.
2. Consultant shall be paid in an amount not to exceed One Hundred Twenty-Six Thousand Fifty and No/100 Dollars (\$126,050.00) for the Tasks as established in Attachment A.
3. In event of a conflict between this Agreement and the attached document(s), this Agreement shall supersede conflicting terms and conditions.

**The Board of Mayor and Aldermen Approved this Agreement on the
_____ Day of _____ 2015.**

BY: _____
Consultant's Signature
TITLE: _____
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

By: _____
Shauna R. Billingsley, City Attorney

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the PROJECT acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party. However, nothing in this Article shall prevent Consultant from

engaging independent consultants, associates, and subcontractors to assist in the performance of the Services at Consultant's cost.

3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.

3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, **SCOPE OF SERVICES**; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, **SCOPE OF SERVICES**.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate

outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;
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In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

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The City shall reimburse reasonable expenses, including travel and meals, when specified in the Scope Of Services, but only in accordance with the City's Travel and Expense Policy and Procedures Manual. The maximum amount will be applied as of the date of travel and as listed in the per diem reimbursement rates on the "CONUS" website developed by the United States General Services Administration, located at www.gsa.gov [click on 'per diem rates' under the 'etools' category].

ARTICLE 10. MISCELLANEOUS PROVISIONS

10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, the City and the Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. The City and Consultant will take affirmative action to ensure that contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.1.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** The City and the Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.

10.2.1 The Consultant shall insert the foregoing provision in all contracts relating to this Project.

10.3 **NO THIRD PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** The 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 Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's

choice of law rules. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

- 11.2 ENTIRE AGREEMENT. This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
- 12.2 BREACH. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Contract, agreement or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

Attachment A

June 10, 2015

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

**Subject: Proposal for Environmental Assessment
 Bicentennial Park
 Franklin, Tennessee**

Dear Ms. Clayton,

Barge Waggoner Sumner and Cannon, Inc. (BWSC) is pleased to present this proposal for an environmental assessment for a portion of the Bicentennial Park in Franklin, Tennessee. This proposal is based off of BWSC's *Anticipated Assessment Activities, Brownfield Investigation for Bicentennial Park, Franklin, Tennessee*, submitted to you on February 15, 2015. The scope of services presented in the anticipated assessment activities included the assessment of five tracts of land comprising the Bicentennial Park. It is our understanding that Tract 1 - Undeveloped city property (1 acre) and Tract 2 - Undeveloped city property (2.86 acres) have been removed from the list of properties that will require assessment. It is also our understanding that the site has been entered into the Tennessee Department of Environment and Conservation's (TDEC's) Brownfield Program.

Background

The City of Franklin has requested an environmental assessment for three contiguous tracts located along the left bank of the Harpeth River. The tracts are part of the Bicentennial Park. The tracts include:

3. City property - Former Boot Factory Tract (7.66 acres)
4. City property - Former Worley Dump Tract (5.19 acres)
5. Private property – Former Worley Auto Junk Yard (3.09 acres)

The total acreage for the proposed assessment is 15.9 acres. Former investigations on the site have been limited to Tract 3 – Boot Factory Tract and Tract 4 – Former Worley Dump Tract. An overview of the results of the investigations is presented below.

Tract 3 – Boot Factory Tract

- Phase I ESA - 2001
- Phase II ESA – 2002

In the 1900s the tract had undergone multiple uses including an electric railroad depot, locomotive repair station, bus repair station, and boot factory. Most of the structures on the site were removed in 2005. The conducted investigations indicated that the site currently contains approximately three feet of fill. Potential constituents of concern identified in the soil and ground water during the investigations included extractable petroleum hydrocarbons (EPH), volatile organic compounds (VOCs), and PCBs.

Tract 4 – Former Worley Dump Tract

- Phase II ESA – 2006
- Additional Phase II Investigations – 2011 and 2012

In the early 1900s, Tract 4 was used for brick manufacturing; then from the 1920s to the 1970s a dump was operated on the tract. It was reportedly used for the disposal of industrial, medical, and household wastes. During the investigations conducted, test pits encountered paper, plastic, wood, metals, glass, rubber, brick, concrete, and automotive parts. Ground-water samples were collected from the tract and potential constituents of concern in the ground water included arsenic, lead, and lindane (a pesticide). Potential constituents of concern detected in soil samples were limited to arsenic.

Proposed Scope of Services

The proposed scope of services includes four tasks:

- Task 1 – Background Data Collection and Evaluation
- Task 2 – Work Plan Preparation
- Task 3 – Site Investigation
- Task 4 – Reporting

A description of each task is presented below.

Task 1 – Background Data Collection and Evaluation

Prior to the initiation of additional sampling activities, it is imperative to obtain and review the existing reports to identify data gaps. Tract 5, the former Worley Auto Junk Yard has not been investigated previously; therefore, a Phase I Environmental Site Assessment (ESA) will be conducted on this tract to review environmental data bases, site history, and site conditions. Additionally, due to the amount of material potentially buried at the site, BWSC will implement a geophysical survey across all three tracts. The survey will consist of an electromagnetic (EM) and ground penetrating radar (GPR) survey to locate buried metal and non-metal debris over the entire site. Tract 5, the Former Worley Auto Junk Yard, is

not owned by the City of Franklin. Access agreements will be needed prior to conducting any investigations on that tract.

Existing reports, the Phase I ESA, and the geophysical results will be evaluated for data gaps and areas of potential concern. This information will be incorporated into the site investigation work plan. The scope of services does not include archeologic surveys, identification of threatened-and-endangered species, or wetland delineations.

Task 2 – Work Plan Preparation

Upon the completion of Task 1, BWSC will prepare a site investigation work plan. The work plan will include the location and types of samples to be collected, the sampling methodology, and the QA/QC requirements for the investigation. Additionally, a site specific health and safety plan will be prepared for the investigation.

We will review the draft site investigation work plan with the City of Franklin Parks to discuss the proposed sampling strategy and make revisions you request. Since the site is in the Brownfield Program, BWSC recommends that the final work plan be submitted to the TDEC Brownfield Program for their review prior to the initiation of any field activities. TDEC's review should reduce the likelihood for future requests for additional data collection from the agency.

Task 3 - Site Investigation

The actual scope of services for the site investigation will be determined as part of the preparation of the Site Investigation Work Plan. For proposal purposes, BWSC has prepared an appropriate scope of services for the investigation based on our current understanding of the site at this time. The scope of services includes:

- Collection of soil samples from 32 locations across the 15.9 acre site. The soil samples will be collected from the ground surface (0 to 0.5 feet below the ground surface) and from 2 feet below the ground surface. Each sample will be analyzed for VOCs, SVOCs, RCRA Metals, PCBs and pesticides.
- Installation and sampling of five ground-water monitoring wells. The wells will be advanced to an estimated depth of 30 feet below the ground surface. Ground-water samples will be collected from each well and analyzed for VOCs, SVOCs, total RCRA Metals, and dissolved RCRA metals. If existing wells are located on the site, the existing wells will also be sampled.
- Installation of exploration 10 trenches. The number and locations of the trenches will depend on the number and locations of anomalies detected during the geophysical survey. The trenching activities will be logged by an onsite geologist, and one to three soil samples will be retained from each trench. The soil samples will be analyzed for VOC, SVOCs, RCRA Metals, PCB, and pesticides.

Task 4 – Reporting

Upon completion of the field activities and our receipt of the laboratory analyses, BWSC will prepare a report of the site investigation. The soil and ground-water laboratory results will be compared to the US EPA screening values currently used by TDEC. The report will include documentation of the field activities, evaluation of the data collected, conclusions and recommendations.

A draft report will be submitted to the City of Franklin for review. Following your review, BWSC will be available to meet with you to discuss the results and to discuss changes needed to finalize the report. It is our understanding that the finalized report will be submitted to TDEC for review.

Schedule

The project schedule is attached. From project initiation through completion, the project is estimated to span four months with an estimated start date in early July.

Estimated Costs

The estimated costs to implement the scope of services outlined in this document are presented below. The costs are based on our understanding of the project requirements and on our experience with similar sites. Due to the nature of the phased approach of the investigation, the actual cost for the assessment activities will depend on the scope of services in the work plan and on the site conditions encountered.

Task 1	Background Data Collection and Evaluation (includes \$14,900 for the geophysical survey)	\$19,750
Task 2	Work Plan Preparation	\$6,500
Task 3	Site Investigation - Field	\$36,000
	Site Investigation - Laboratory	\$54,500
Task 4	Reporting	\$9,300
	Total Estimate Cost	\$126,050

Proposal for Environmental Assessment
BiCentennial Park
Franklin, Tennessee

Schedule
(based on July 6th start date)

Wed 6/10/15

ID	Task Mode	Task Name	Duration	Start	Finish
1		Background Data Collection & Evaluation	15 days	Mon 7/6/15	Fri 7/24/15
2		Phase I ESA	10 days	Mon 7/6/15	Fri 7/17/15
3		Document Review	10 days	Mon 7/6/15	Fri 7/17/15
4		Geophysical Survey	5 days	Mon 7/20/15	Fri 7/24/15
5		Site Investigation Work Plan	15 days	Mon 7/27/15	Fri 8/14/15
6		Work Plan Preparation	10 days	Mon 7/27/15	Fri 8/7/15
7		Review with City of Franklin Parks	0 days	Mon 8/10/15	Mon 8/10/15
8		Submit to TDEC for review	5 days	Mon 8/10/15	Fri 8/14/15
9		TDEC Brownfields review	15 days	Mon 8/17/15	Fri 9/4/15
10		Site Investigation	25 days	Mon 9/7/15	Fri 10/9/15
11		Field Work	15 days	Mon 9/7/15	Fri 9/25/15
12		Laboratory Analyses	10 days	Mon 9/28/15	Fri 10/9/15
13		Reporting	15 days	Mon 10/12/15	Mon 11/2/15
14		Report Preparation	15 days	Mon 10/12/15	Fri 10/30/15
15		Draft Report to City of Franklin Parks	0 days	Mon 11/2/15	Mon 11/2/15

Project: Project1
Date: Wed 6/10/15

Task	Spl	Mil	Sur	Pro
------	-----	-----	-----	-----

	External Tasks
	External Milestone
	Inactive Task
	Inactive Milestone
	Inactive Summary

Task	Start	End	Duration	Summary	Rollup	Progress	Deadline	Finish-only
Manual Task								
Duration-only								
Manual Summary								
Manual Rollup								
Start-only								



July 14, 2015

City of Franklin, Tennessee
P.O. Box 305
Franklin, TN 37065-0305

Dear Sir/Madam:

Morton Salt, Inc. is pleased to offer you the following pricing and quantities of Bulk Ice Control Salt for the 2015-2016 winter season. To confirm and accept this quotation, please sign the acceptance and return (email or fax) by the date shown above. Purchases and pricing based on Tennessee Statewide Contract # 46240.

Description	Valid From	Valid To		Min Order
Bulk Safe-T-Salt	May 15, 2015	May 14, 2016	Delivered	20 TON
	NASHVILLE STOCKPILE		462 TON	75.70 USD per TON

This quote is bound to the terms and conditions stated in the Tennessee Statewide Contract # 46240.

Delivered prices are based upon full truckload quantities specific to the delivery address shown below. Time of delivery, as stated in TN Statewide Contract # 46240, is 14 days ARO.

Customer may purchase up to 120% of their requested quantities. There is no minimum purchase obligation.

Please review your account information and advise if any changes are required. Delivery Address:

City of Franklin West Franklin Salt Storage Facility
1117 Incinerator Rd.
Franklin, TN 37064

City of Franklin East Franklin Salt Storage Facility
Liberty Park
2080 Turning Wheel Lane
Franklin, TN 37067

Acceptance:

I accept the Morton Salt, Inc. price for the 15/16 period.

Approved by: _____ Date: _____

This is your confirmation; No further acknowledgement will be sent.

Approved as to form by:

Kristen L. Corn, Assistant City Attorney

To place an order, please contact our Customer Service Department:

Phone: 855-665-4540

Fax: 630-861-2735

[Email: buyroadsalt@mortonsalt.com](mailto:buyroadsalt@mortonsalt.com)

Our offices are open from 7:30am to 4:30pm

For your convenience, MasterCard, VISA and American Express are accepted.

To confirm and accept this quotation, please sign the acceptance and return via email or fax by October 1, 2015.

Attn: Andrew Lorenzini

Fax: 312/807-2669

[Email: alorenzini@mortonsalt.com](mailto:alorenzini@mortonsalt.com)

We trust this quotation meets your approval and that we will have the privilege of supplying your bulk deicing salt needs this coming winter season.

Sincerely,

Morton Salt, Inc.

**CONTRACT NO 2011274-C
BETWEEN
REGIONAL TRANSPORTATION AUTHORITY
AND
CITY OF FRANKLIN**

This Contract, entered into on the 1st Day of July, 2015, by and between the Regional Transportation Authority, located at 430 Myatt Drive, Nashville TN 37115, (hereinafter "RTA"), and the City of Franklin, located at 109 3rd Avenue South, Franklin, TN 37064, (hereinafter "the City"). This contract is for the provision of Regional Bus Service (hereinafter "the Service") between Nashville/Davidson County and the City of Franklin.

The RTA was established pursuant to statutory law enacted by the Tennessee General Assembly, T.C.A. 64-8-101 et seq.

A. SCOPE OF SERVICES

The RTA shall provide regional bus service between Nashville/Davidson County, and City of Franklin, Tennessee. The City shall have no obligation for services rendered by the RTA which are not performed within the specified period or between the specified route terminus.

B. TERM

The Contract term start date shall be July 1, 2015; the Contract end date shall be June 30, 2016.

C. PAYMENT

In consideration for RTA's provision of regional bus services, the City shall provide RTA the amount of twenty nine thousand seven hundred seven and no/100 dollars (\$29,707.00).

The RTA shall invoice the City its route subsidy share as stated above and shown in Attachment 1. RTA will send the City a lump sum invoice in the amount of twenty nine thousand seven hundred seven and no/100 dollars (\$29,707.00) to be paid directly to RTA. The amount represents the full amount owed to RTA by the City.

The City shall send payment to RTA, 430 Myatt Drive, Nashville, TN 37115, Attn: Accounting Department.

D. STANDARD TERMS AND CONDITIONS

1. The RTA nor the City are bound by this Contract until it is executed by the parties.
2. This Contract may be modified only by a written amendment executed by all parties hereto.
3. The RTA may terminate this Contract and the Service obligations if adequate Grant Funds are not available to continue the Service. In the event of termination the City shall receive a share of any of their route subsidy that remains. The reimbursement will be determined by dividing the twenty nine thousand seven hundred seven and no/100 dollars (\$29,707.00) by 12 and multiplying that amount by the number of months the City did not receive Service.
4. The RTA warrants that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the RTA on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The RTA shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
5. The RTA warrants that no part of the Contract amount shall be paid directly or indirectly to an employee or official of City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, or consultant to the RTA in connection with any work contemplated or performed relative to this Contract.
6. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee.
7. As part of the RTA yearly audit, a full audit of this project will be conducted by an outside auditing firm and made available to the City. All financial records will be consistent with internal accounting procedures.

IN WITNESS WHEREOF, as of the date written above the parties have caused this Contract to be signed by their duly authorized representatives.

Regional Transportation Authority

City of Franklin, Tennessee

Stephen G. Bland, CEO

Date

Date

Attachment 1



FY16 v. 900k 5307+6

Franklin (91X) Relax & Ride Budget
July 1, 2014-June 30, 2017

Version: 900k 530	2014-15 Budget	2015-16 Budget	2016-17 Budget
Number of Daily Trips	8	4	6
Days of Service	254	254	254
Ridership	41,259	37,133	38,247
Operating Hours per Day (including deadhead)	15.00	10.00	10.00
Cost per hour of Service	\$104.99	\$111.85	\$118.33
Daily Cost of Service	\$1,574.85	\$1,118.50	\$1,163.30
Cost of Service			
Cost of Runs	400,012	284,099	295,478
Fuel Contingency (n/a)	0	0	0
Other Costs	0	0	0
Total Costs	400,012	284,099	295,478
Estimated Revenues			
Estimated Cash Fares - including State Easy Ride	105,816	102,260	103,283
ADD: Subsidy from SIR Account	0		
ADD: Bus Seat Guarantee (covering 3rd year of original service)	39,226		
ADD: CMAQ Funding \$300K (TOTAL AMT) available per year FED (80%)	78,452		
NO STATE MATCH			
LOCAL MATCH (partial) LOC	19,613		
\$5307 CCoC Funding (100% dollars-- Fed/St/Loc)	15,321		
ADD: RTA \$5307 Operating Funding			
Federal (50%)		34,371	35,403
Local Match (50%)		34,372	35,402
Total Estimated Revenues	258,428	171,003	174,088
Estimated Net Cost	141,584	113,096	121,390
Route Subsidy			
TDOT Operating Subsidy	50,151	23,975	46,913
Davidson County	27,759	29,707	24,825
Franklin	31,837	29,707	24,826
Thompson Station	0	0	0
Brentwood	0	0	0
Williamson County	31,837	29,707	24,826
Total Subsidy (100%)	141,584	113,096	121,390
Balance	0	0	0

Shelly McElhanev
7/8/2015

RESOLUTION 2015-47

TO BE ENTITLED: “A RESOLUTION TO AUTHORIZE THE CITY ADMINISTRATOR TO AMEND AND MODIFY THE FIRE DEPARTMENT ORGANIZATIONAL CHART RELATIVE TO FIRE CAPTAINS OVER TIME.”

WHEREAS, the Board of Mayor and Aldermen established the annual budget for the City of Franklin for the Fiscal Year 2015-2016, by Ordinance 2015-13, effective July 1, 2015; and

WHEREAS, during the process of reviewing the responsibilities of Captain, it was determined that additional duties warranted additional responsibilities and opportunities for professional growth and experience; and

WHEREAS, the Board of Mayor and Aldermen desires to support the Fire Department to maintain the total number of fire officers while emphasizing the important role that Fire Captain serves, and the promotion of additional Lieutenants; and

WHEREAS, the Board of Mayor and Aldermen desires to support the reorganization of the Fire Department to include these initiatives with minimal costs to the current Fire Department budget; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to adopt such change.

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

Section 1. The City of Franklin hereby authorizes the City Administrator to amended Organizational and Personnel Charts for the Fire Department, to be incorporated within this and future budget years as shown in Exhibit A, attached, with the a total of eleven (11) Fire Captain positions and twenty-four (24) Fire Lieutenant positions.

Section 2. That this Resolution shall be effective upon adoption.

IT IS SO RESOLVED AND DONE on this ____ day of August, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY
City Administrator

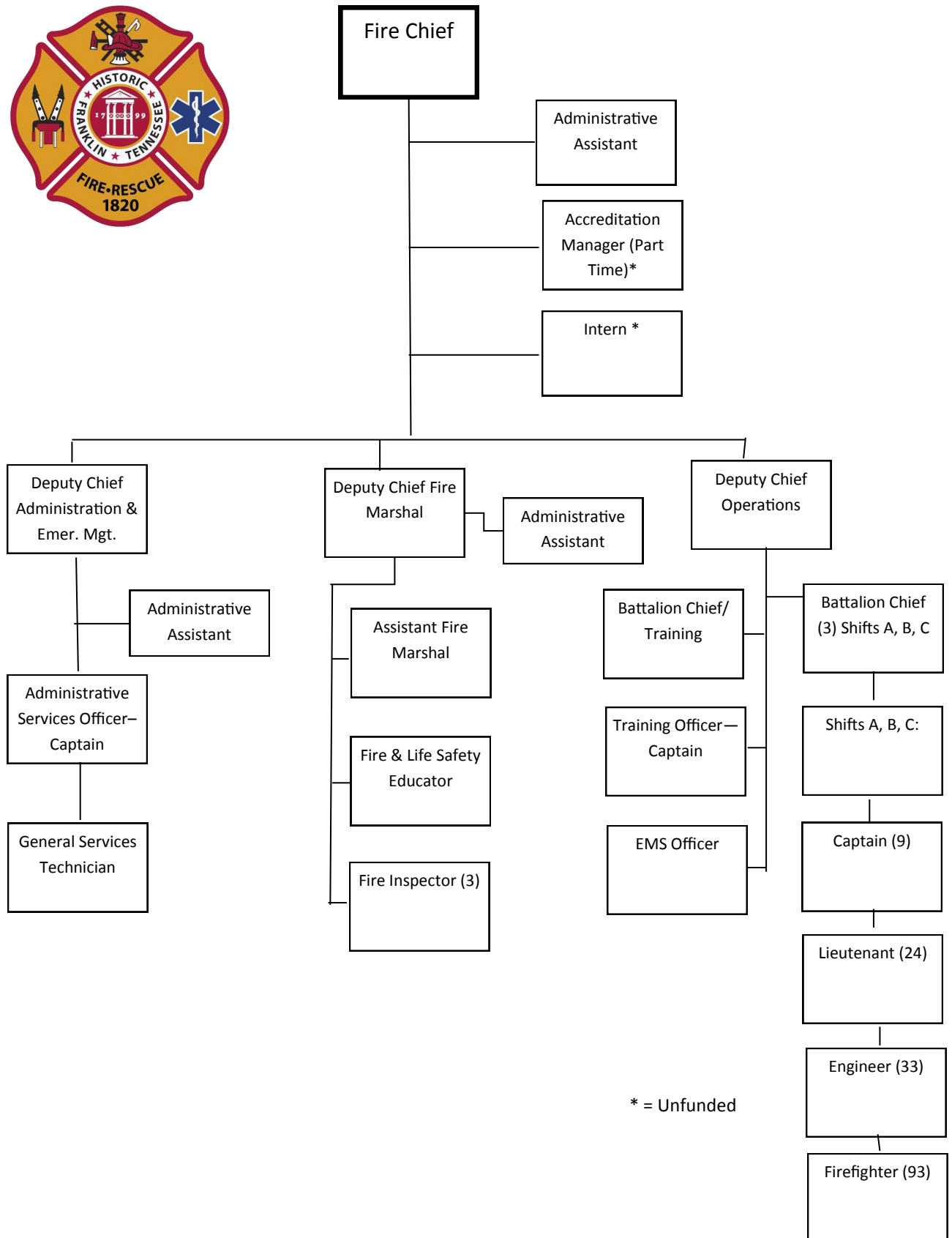
BY: _____
DR. KEN MOORE
Mayor

Approved as to form:

Shauna Billingsley, City Attorney

Franklin Fire Department

Proposed Future Organization Chart



* = Unfunded