



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, August 9, 2016

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [16-0672](#) *Consideration of Resolution 2016-48, a Resolution Concerning a Sister City Relationship with Bad Soden, Taunus, Germany

Sponsors: Dr. Ken Moore and Ald. Pearl Bransford

Attachments: [Resolution - Sister Cities Twinning with Bad Soden .docx](#)
[Sister Cities Twinning Bad Soden LH Signature form.dotx](#)
2. [16-0614](#) Consideration of Event Permit for Viva la Diva 5K/10K benefitting Fifty Forward in Cool Springs on November 5, 2016 (08/09/16 WS)

Sponsors: Deb Faulkner

Attachments: [Viva la Diva REVISED App 2016](#)
3. [16-0615](#) Consideration of Event Permit for Franklin Classic 5K/10K benefitting Mercy Community Healthcare in Downtown on September 5, 2016 (08/09/16 WS)

Sponsors: Deb Faulkner

Attachments: [Franklin Classic 2016 REVISED App](#)
4. [16-0616](#) Consideration of Event Permit for Eat the Street 2017 benefitting 21st Drug Court in Downtown Franklin on May 5, 2017 (08/09/16 WS)

Sponsors: Deb Faulkner

Attachments: [ETS 2017 REVISED App](#)
5. [16-0648](#) *Consideration of Liquor License Application for Radhe Radhe Bal, LLC DBA Del Rio Wine & Spirits, (Dahyabhai V. Patel, Managing Agent) 111 Del Rio Pike, Franklin, TN, 37064 (08/09/16 WS).

Sponsors: Lanaii Benne

Attachments: [2016 CERT Patel Dahyabhai 07-2016.doc](#)

6. [16-0647](#) Consideration of Liquor License Renewal for Franklin Wine and Spirits, (James D. Clark , Managing Agent) 1400 Liberty Pike, Suite #300, Franklin, TN 37064.

Sponsors: Lanaii Benne

Attachments: [2016 CERT Clark, David .doc](#)

7. [16-0513](#) Consideration of Ordinance 2016-21, "An Ordinance to Rezone 35.74 Acres from Agricultural District to Specific Development Residential 0.56 District for the Property Located North of Del Rio Pike and East of Del Rio Court."; Establishing a Public Hearing for September 27, 2016 (07/28/16 FMPC recommended favorably 6-2)

Sponsors: Franklin Municipal Planning Commission and Josh King

Attachments: [Rizer Withdrawal Request](#)

[6144 MAP RizerPointRezoning.pdf](#)

[Rizer Point Rezoning 6.2.2016.pdf](#)

[Ord 2016-021 RizerPoint_with location map Law Approved](#)

[Rizer Point Rezoning 6.2.2016.pdf](#)

[6144 RP_RZ_Conditions of Approval_01.pdf](#)

[citizen comment Mr. Eric Pan](#)

[citizen comment Mrs Lupe Veloz](#)

[citizen comment Mr Jeff Brodoski](#)

[Item 22- Rizer Agricultural rezoning](#)

[RizerPoint_Letter Mr. ONeal](#)

Legislative History

6/23/16	Franklin Municipal Planning Commission	referred to the Franklin Municipal Planning Commission
7/28/16	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session

8. [16-0530](#) Consideration of Resolution 2016-30, "A Resolution to Approving a Development Plan for Rizer Point PUD Subdivision, for the Property Located North of Del Rio Pike and East of Del Rio Court."; Establishing a Public Hearing for September 27, 2016. (07/28/16 FMPC recommended for disapproval 7-1)

Sponsors: Franklin Municipal Planning Commission and Josh King

Attachments: [Rizer Dev Plan Withdrawal request](#)
[6145RizerPointDevPlan.pdf](#)
[Elevations.pdf](#)
[Layout.pdf](#)
[Full_Rizer Point PUD Dev Plan_6.2.2016.pdf](#)
[6145_RizerPoint_COA.pdf](#)
[2016-30 RES_RizerPointPUD Dev Plan with attachment Law Approved](#)
[citizen comment Mr. Eric Pan](#)
[citizen comment Mrs Lupe Veloz](#)
[citizen comment Mr Jeff Brodoski](#)
[Item 23- Rizer development plan](#)
[RizerPoint_Letter Mr. ONeal](#)

Legislative History

6/23/16	Franklin Municipal Planning Commission	referred to the Franklin Municipal Planning Commission
7/28/16	Franklin Municipal Planning Commission	recommended unfavorably to the Work Session

9. [16-0587](#) PUBLIC HEARING: Consideration of Resolution 2016-39, To Be Entitled, "A Resolution Approving A Revised Development Plan For Highlands At Ladd Park PUD Subdivision (Revision 7), With 1 Modification Of Development Standards (Cul-De-Sac Length), For The Property Located North Of Long Lane And West Of Carothers Parkway."; (07/28/16 FMPC 8-0; 08/09/16 WS)

Sponsors: Ald. Ann Petersen and Brad Baumgartner

Attachments: [RES_2016-39_Highlands_at_Ladd_Park PUD Revision 2nd version Law Appro](#)
[Conditions of Approval_01](#)
[6175_Highlands_at_Ladd_Park DP Rev 7 Map.pdf](#)
[Ladd Park Devel Plan REV 7_7.7.2016.pdf](#)

Legislative History

7/28/16	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
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10. [16-0630](#) Consideration Of Ordinance 2016-023, An Ordinance To Amend Title 16, Chapter 2 Of The Franklin Municipal Code Relating To Street Occupancy, Obstructions, And Excavations. (08/09/16 WS, 08/23/16 1st BOMA Reading 8-0) SECOND AND FINAL READING
- Sponsors:** Eric Stuckey, Vernon Gerth and Joe York
- Attachments:** [Ordinance 2016-023 - Street Occupancy Permit Law Approved 7 29 16.pdf](#)
11. [16-0637](#) Consideration Of Ordinance 2016-024, An Ordinance To Amend The City Of Franklin Municipal Code, Appendix A - Comprehensive Fees And Penalties, Chapter 16 - Streets And Sidewalks, Etc., For The Purpose Of Adding Street Occupancy And Valet Parking Permit Fees. (08/09/16 WS, 08/23/16 1st BOMA Reading 8-0) SECOND AND FINAL READING
- Sponsors:** Eric Stuckey, Vernon Gerth and Joe York
- Attachments:** [Law Approved 8 2 16 Ordinance 2016-024 Street Occupancy Permit Fees REV](#)
12. [16-0620](#) Consideration of Ordinance 2016-030 To Be Entitled: "An Ordinance To Amend Title 21, Affordable And Workforce Housing Of The Franklin Municipal Code In Order To Delete Chapter 7, Inclusionary Housing For Previously Approved Planned Unit Developments." (08/09/16 WS, 08/23/16 1st BOMA Reading 8-0) SECOND AND FINAL READING
- Sponsors:** Vernon Gerth and Emily Hunter
- Attachments:** [Ord 2016-030 - Amend FMC Inclusionary Zoning Title 21 Law Approved Public Chapter No 822](#)
13. [16-0607](#) Consideration of Resolution 2016-43, A Resolution Authorizing The City Administrator Or Mayor To Execute A Participation Agreement With Vantage Trust Company LLC On Behalf Of The City 401 Retirement Plan (COF Contract 2016-0240). (08/09/16 WS)
- Sponsors:** Eric Stuckey, Russ Truell and Shirley Harmon
- Attachments:** [RESOLUTION NUMBER 2016-43 Vantage Trust participation agreement resolu 2016-0240 VantageTrust Retirement health savings plan participation agreeme](#)
14. [16-0663](#) Discussion of Traffic Study Results for East McEwen Drive Between Cool Springs Boulevard/Oxford Glen Drive and Wilson Pike (07/28/16 CIC)
- Sponsors:** Engineering
- Attachments:** [McEwenTraffic Exhibits.pdf](#)
15. [16-0629](#) Discussion on the Harpeth River Watershed Feasibility Study and the Franklin Road Streetscape Project.
- Sponsors:** Paul Holzen, Jonathan Marston and William Banks
- Attachments:** [Presentation](#)

16. [16-0649](#) Continued Discussion Regarding the Development of the Capital Investment Plan for Fiscal Years 2017-2026

Sponsors: Engineering

Attachments: [CIP_FY2017-2026_BOMASelections_NonWeighted.pdf](#)
[CIP_FY2017-2026_BOMASelections_Weighted.pdf](#)

Other Business

Adjournment

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

Resolution 2016-48

A RESOLUTION ESTABLISHING A SISTER CITY RELATIONSHIP WITH
THE CITY OF BAD SODEN, TAUNUS, GERMANY

WHEREAS, the purpose of Sister Cities International is to create and strengthen partnerships between U.S. and international communities in an effort to increase global cooperation at the municipal level, to promote cultural understanding, and to stimulate economic growth.

WHEREAS, Sister city, county and state affiliations between the United States and other nations began shortly after World War II and developed into a national initiative when President Dwight D. Eisenhower proposed the "People-to-People" program in 1956.

WHEREAS, Sister Cities of Franklin & Williamson County, Tennessee began as a group project for Leadership Franklin. Members of the group presented their concept to the Board of Mayor and Alderman who readily welcomed the idea. These members are currently the Board of Directors of the local chapter of Sister Cities; they are President Pearl Bransford, Vice President Corissa Wiest, Treasurer Janice Litvack, Secretary Summer Sheldon, Past President Patricia Kriebel, Past President Doug Sharp, Past President Mike Thompson, City Liaison Milissa Reiersen, Board Members Cheryl Wilson, and Pam Lewis.

WHEREAS, Sister Cities of Franklin, Tennessee was incorporated as a non-profit organization in 2001. The organization consists of community volunteers, and members.

WHEREAS, Sister Cities of Franklin has become an affiliate member of Sister Cities International and a sister city program enables the citizens of both communities to become directly involved in international relations in unique and rewarding exchanges, which benefits all those involved. Our current Sister Cities include Carlton Place, Ontario, and County Laois, Ireland.

WHEREAS, Sister Cities of Franklin has investigated number of cities whose characteristics would make them good sister cities for Franklin. Through the contacts established by sister cities members particularly former President Patricia Kriebel, a relationship with Bad Soden, Taunus, Germany has been formed. Bad Soden is a residential town outside of Frankfurt am Main. The population is over 21,000.

WHEREAS, several youth exchanges between Franklin and Bad Soden have successfully occurred. Also a delegation from Bad Soden including Mayor Norbert Altenkamp visited Franklin; and an official delegation from Franklin, including the Board of Directors of Sister Cities of Franklin, visited Bad Soden in November of 2012, and found the town to be very similar to Franklin; and

WHEREAS, the Mayor of Bad Soden, the Honorable Norbert Altenkamp issued an invitation to the City of Franklin to enter into a Sister Cities relationship; and an official delegation from Franklin, including Alderwoman Pearl Branscomb, Mayor Dr. Ken Moore and his wife Linda Crowell Moore, Patricia and Robert Kriebel, Corissa and Kurt Wiest, Janice Litvak, Summer Sheldon, Don Long, Tom Thompson will witness the official twinning in Bad Soden, Taunus, Germany.

WHEREAS, based upon all of the above considerations, the Franklin Board of Mayor and Alderman believes that a Sister City relationship with Bad Soden, Taunus, Germany, would further the goals of the Sister Cities program and be in the best interest of the citizens of Franklin,

WHEREAS, on September 3, 2016, Mayor Ken Moore of Franklin and Mayor Norbert Altenkamp of Bad Soden will sign the official Sister Cities Agreement of Treaty, on behalf of the cities of Franklin and Bad Soden declaring themselves ready and willing to support and further, to the mutual interest of our two communities, exchanges in the areas of economic development, tourism, culture and fine art, sports, public administration and education among others.

NOW THEREFORE, BE IT RESOLVED, THAT:

1. The Board wishes to enter into a Sister Cities treaty in the form attached hereto at the earliest possible date with Bad Soden, Taunus, Germany.
2. The Board hereby authorizes Mayor Ken Moore to execute this agreement or treaty.

IT IS RESOLVED AND DONE on this the 9th day of August 2016.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____

Eric Stuckey

City Administrator

By: _____

Dr. Ken Moore

Mayor

FiftyForward Headquarters

174 Rains Avenue
 Nashville, TN 37203
 (615) 743-3400 Phone
 (615) 743-3480 Fax

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fiftyforward.org
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 Forward Focus

FiftyForward Locations

Davidson County

Bordeaux
 Donelson Station
 Knowles
 Madison Station
 J. L. Turner

Williamson County

College Grove
 Martin Center

FiftyForward

Volunteer Programs

Retired Senior Volunteer Program (RSVP)
 Friends Learning in Pairs (FLIP)
 Foster Grandparents

FiftyForward

Living at Home Services

Adult Day Services
 Care Management
 Care Team
 Conservatorship
 Meals on Wheels
 Victory Over Crime

FiftyForward Endowment

FiftyForward Travel

The Larry Keeton Theatre

(Senior Center for the Arts)

FiftyForward Signature Events

Crown Affair
 Hats Off to Bordeaux!
 Martin Masters
 Meals on Wheels Golf Tournament
 Music and Memories
 Whistlestop
 Viva la Diva

June 14, 2016

Franklin City Hall

ATTN: The Franklin Board of Mayor and Alderman

109 3rd Avenue South

Franklin, TN 37064

To BOMA:

FiftyForward is submitting an event application to hold the sixth annual Viva la Diva 5K/10K race on Saturday, November 5, 2016. When the agency became aware of two other city events being held on that day, we tried looking at all other possible dates and were unable to come up with a strong second contender as the two race management companies we have used in the past are both unavailable with other events and the agency event calendar is full.

1. Last year, we had 17 officers from 7:30 – 10:30 a.m. However, this year, we are planning to start the 5K and the 10K both at 8 a.m. This would benefit the city because lane closures would reopen by 9:30 a.m. causing less impact to the traffic in the area. In addition, it would lessen the number of hours for police coverage from 7:30 – 9:30 a.m. With recommendation from the city, this dual start time could also decrease the number of officers needed along the course.
2. Last year's race was seamlessly executed as a result of wonderful communication between the police and our race management company, Team-Magic. Course safety and logistics are a priority for any race—especially with the demographic we serve and the attendees we attract to the Viva la Diva event. In order to provide the utmost safety for our race participants, the agency would like to continue its race management services with Team-Magic who is currently booked for other races throughout November. However, the agency understands that providing police coverage to multiple events on the same day can put a strain on resources. Therefore, we are willing to accommodate whatever changes could make this date work for both parties. While our preference is to use two separate courses (as you'll see attached in the application) we could re-certify the 10K course as two loops of the 5K. While runners may not find this as appealing, it would decrease the number of officers needed on race day.

With these points in mind, FiftyForward respectfully requests your review of the following application and the possibility of approving Viva la Diva 5K/10K for Saturday, November 5, 2016.

Respectfully,

Janet Jernigan
 Janet Jernigan
 Executive Director, FiftyForward

Anna Claire Hoffman

Anna Claire Hoffman
 Executive Leadership Team/ Race Director

OFFICE USE ONLY:

Permit No:



HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN EVENT PERMIT APPLICATION

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

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

Please check
all that apply:

☐ street closure

☐ parade

☐ other special event

☐ beer served (*separate permit required*)

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

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

☐ Aspen Grove Park

☐ Liberty Park

☐ Eastern Flank Battlefield Park

☐ Fieldstone Farms

☐ Pinkerton Park

☐ Jim Warren Park

☐ Harlinsdale Farm

Other: SEE ATTACHMENT "A"

2) Name/purpose of event: VIVA LA DIVA RUN

3) Date or dates of event: SATURDAY NOV. 5, 2016

4) Time of Event: 8:00 AM - 9:30 AM

5) Time of Street Closure (if applicable): _____

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

*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:

Anna Claire Hoffman on behalf of FiftyForward

a) Address: 174 RAINS AVENUE Nashville, TN 37203

b) Phone: 615-743-3402 **c) Cell:** 615-305-6624 **d) Fax:** 615-743-3480

e) E-mail address: achoffman@fiftyforward.org

7) Person in charge on day of event: Anna Claire Hoffman

Cell: 615-305-6624 **E-mail address:** achoffman@fiftyforward.org



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TENNESSEE

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

Name: Janet Jernigan Cell: 615-218-9897 E-mail address: jjernigan@fiftyforward.org

Name: Pam Brown Cell: 615-878-0392 E-mail address: Pbrown@fiftyforward.org

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

please see ATTACHMENT "B"

- 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.*

please see Attachment "C"

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

1,300 participants / 150 volunteers / 200 spectators

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

please see attachment "D"

- 13) Is your organization based in Williamson County? Circle Yes or No

(if no, please state where: _____)

Nashville w/ services in Williamson County
SEE ATTACHMENT "E"

- 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. see attachment "B"

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

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

FIFTY FORWARD

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



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TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
announcements, awards, entertainment- All sound will be on Nissan property
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
DJ, event emcee
- 23) During what time period is sound amplification requested? 6:30am - 11:30 am
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). TBD
- 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.
Please see attachment "C" for tent location
- 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. Volunteers responsible for clean up under supervision of Volunteer Coordinator Robin Johnson 615-210-4557
- 28) Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If clean-up is not done properly, the organization requesting the permit will be fined (See Attachment A). Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event.

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

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

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

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



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FRANKLIN
TENNESSEE

PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.

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

BY: *Janet Jernigan*
(Signature and title – must be officer of organization)

Date: *May 18, 2016*

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

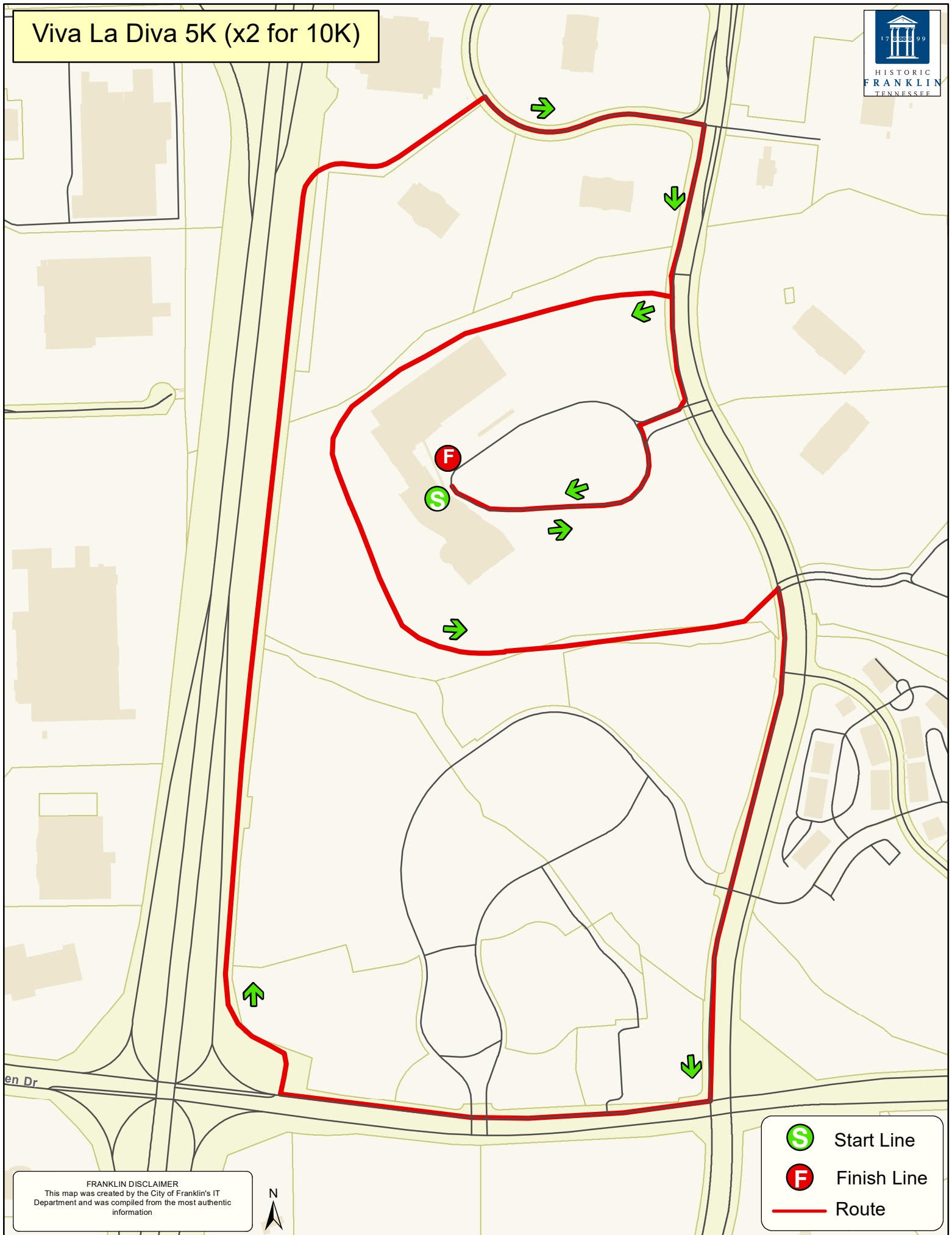
Dr. Ken Moore, Mayor

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) *
*
*

Viva La Diva 5K (x2 for 10K)



FRANKLIN DISCLAIMER

This map was created by the City of Franklin's IT Department and was compiled from the most authentic information



- Start Line
- Finish Line
- Route

A RUN FOR DIVAS AND DUDES



benefiting FiftyForward

*Fifty
Forward*

ATTACHMENT "A" LOCATION/COURSE MAPS

5K Route



Cool Springs Parkway

Crescent Centre Dr.

Liberty Road

Crescent Centre Dr.

Nissan
North
America
FINISH START

2 mile

3 mile

1 mile

Innovation Cr.

Carothers Parkway

E. McEwen Drive

water

A RUN FOR DIVAS AND DUDES

**VIVA
la
DIVA**
benefiting FiftyForward

A RUN FOR DIVAS AND DUDES



benefiting FiftyForward

*Fifty
Forward*

ATTACHMENT "B" EVENT DESCRIPTION

Attachment B:

9.) Detailed description of event:

On Saturday, November 5, 2016 more than 1,100 area runners and walkers of all ages will gather for the 6th annual Viva la Diva Run for Divas and Dudes. Runners' Village will be located at Nissan North America campus in the beautiful Cool Springs area of Franklin, Tennessee. The race, produced by FiftyForward, benefits the beloved non-profit's important mission of providing older adults with pathways to health, well-being and lifelong learning. Specifically, the race promotes and benefits health, wellness and safety programs for older adults.

While The Viva la Diva directly benefits FiftyForward's programs and services, the Franklin and Williamson County communities also benefit. The annual race has become an important component of Nissan's employee health and wellness program with a large number of employees participating as race participants and/or volunteers.

In 2015, more than 1,300 participants ran or walked the certified 5K or 10K courses. Participants, spectators, volunteers and sponsors enjoyed entertainment and appearances by local officials on the Nissan campus. A "Best Dressed Diva and Dude" contest judged by local fashion professionals added a lively, EARLY pre-race component.

Viva la Diva 2016 will procure race management services from Team Magic and Williamson Medical Center will provide medical services.

Proposed Changes for the 2016 Viva la Diva Run:

- Eliminate the option to run both the 5K and the 10K
- Start the 5K and 10K races at the same time (8 am). This will improve runner safety and reduce the amount of time lanes are closed to general traffic. In the past 10K runners were driving in as 5K runners were on course. Starting both races at the same time will ensure all participants are parked and onsite before 8 a.m. This will also cause a shorter impact to traffic on main roads as the race will finish earlier.

16.) Participation Fees:

Event	Fee until 9/1	9/2-11/4	Race Day
5K	\$35	\$40	\$45
10K	\$40	\$45	\$50

A RUN FOR DIVAS AND DUDES



benefiting FiftyForward

*Fifty
Forward*

ATTACHMENT "C" EVENT SITE MAP



1. STAGE (12X12X32)
2. NISSAN NEXT (10X10)
3. REGISTRATION (20X20)
4. VOLUNTEER (10X10)
5. CHICK FIL A (10X10)
6. GENERAL SPONSORS (10X10)
7. Sponsor (10X10)
8. Sponsor (10X10)
9. CIGNA (10X10)
10. CUPCAKE CAFÉ (10X10)
11. FINISHER FOOD (10X20)
12. WILLIAMSON MEDICAL (10X10)
13. FF (10X10)
14. AWARDS (10X10)

Parking

3D map.



Legend

- 1 Nissan Way
- Embassy Suites Nashv
- Feature 1
- Feature 2
- Nissan
- Parallon Business Solut
- Thompson Burton PLLC
- Universal Health Servic

A RUN FOR DIVAS AND DUDES



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Forward*

ATTACHMENT "D" COMMITTEE ROSTER



Anna Claire Hoffman, Co-Race Director
174 Rains Ave.
Nashville, TN 37203
achoffman@fiftyforward.org
615-743-3402

Pam Brown, Co-Race Director
Development Director
615-743-3434
pbrown@fiftyforward.org

Janet Jernigan, Executive Director
174 Rains Ave.
Nashville, TN 37203
jjernigan@fiftyforward.org
615-743-3404

Robin Johnson, Volunteer Coordinator
174 Rains Ave.
Nashville, TN 37203
rjohnson@fiftyforward.org
615-743-3424

Linda Smith, Registration Coordinator
174 Rains Ave.
Nashville, TN 37203
lsmith@fiftyforward.org
615-743-3412

Betsey Hoskins, Nissan
One Nissan Way
Franklin, TN 37067
Betsey.hoskins@nissan-usa.com
615-519-8435

Misa Acox, Website/Marketing
615-743-3430
macox@fiftyforward.org

Susan Sizemore, Marketing/PR
615-743-3411
ssizemore@fiftyforward.org

FiftyForward Events Coordinator
Elizabeth Ralph or Alice Whitson

Vicki Smith, Primary Nissan Contact
Senior Manager, Nissan
Vicki.smith@nissan-usa.com

Faye Yates, Race Management
President, Team-Magic
faye@team-magic.com
615-415-3520

Gail Sonia, Race Consultant
4038 Clovercroft Rd.
Franklin, TN 37067
gailsonia@gmail.com
615-397-0978

A RUN FOR DIVAS AND DUDES



benefiting FiftyForward

*Fifty
Forward*

ATTACHMENT "E" ORGANIZATION LOCATION

Attachment E:

13.) Is your organization based in Williamson County?

FiftyForward, is a 501C3 nonprofit organization with an important mission: enriching the lives of those 50+ by providing opportunities for health, well-being and lifelong learning. It operates seven lifelong learning centers across Davidson and Williamson County. Two of those centers are popular fixtures of Williamson County: FiftyForward Martin Center, located in Brentwood and FiftyForward College Grove.

Services provided to Franklin Residents include:

In-home care management for frail, low income, homebound older adults is provided through **FiftyForward Supportive Care Services**. Approximately 40 individuals benefit annually.

Social, recreational, educational, health/wellness, and volunteer activities, classes and events are provided for active older adults **at FiftyForward College Grove and FiftyForward Martin Center**. These centers serve more than 2,200 Williamson County/Franklin residents each year. Additionally, several hundred more Williamson Countians participate in agency-produced events including Music and Memories at the Historic Franklin Theatre, Martin Masters located at FiftyForward Martin Center, the Katie Reed Golf Classic benefitting FiftyForward College Grove and of course, the Viva la Diva run at Nissan North America's headquarters.

FiftyForward's **Friends Learning in Pairs (FLIP)** program matches adults age 55+ with struggling elementary school students in Williamson County public schools. Founded in 1993, FLIP tutors provide one-on-one tutoring to children who are at least ½ grade level behind in either reading or math. FLIP tutors meet individually with their assigned students for 30 minutes each week during the school year. The tutor/student team is in place throughout the year to form a meaningful relationship. FLIP partners with high-needs schools and students are referred by their teachers, who provide information on the child's academic and social challenges.

The Williamson County School System's Strategic Plan seeks "To implement a comprehensive, tiered instructional model with differentiation in all curriculum areas for K-5." FLIP tutors work carefully with each child, guided by instructions from the classroom teacher, to meet the individual student at his or her level. A FiftyForward FLIP tutor says about the program, "It is a safe environment to make mistakes, try new methods and find small successes. The student returns to the classroom feeling more confident in his or her abilities."

In 2015, 190 Williamson County students received one on one tutoring through this program.



October 31, 2016

Dear Neighborhood Residents;

The 6th Annual Viva la Diva Run will take place on Saturday, November 5, 2016 from approximately 8:00am – 10:30am. Viva la Diva is an event to benefit FiftyForward programs that support the health, wellness and safety of Diva's and Dude's of all ages with 5K and 10K chip-timed races.

The 5K and 10K races will begin at 8:00 am at the Nissan Headquarters on Carothers Parkway. Portions of Cool Springs Boulevard and Crescent Center Drive will experience temporary lane closures under the direction of course monitors and the Franklin Police Department. If your road is impacted, it should be only for a short period of time, and we have taken every precaution to keep any traffic issues to a minimum. All roads will be open by 10:30am.

Impact to Cool Springs Blvd:

10K runners will be turning right from Carothers onto Cool Springs Boulevard at approximately 8:00 - 8:30 a.m. They will use one lane which will be designated by orange cones until turning right onto E. McEwen. Franklin Police will be directing cars and traffic at all intersections.

We apologize for any inconvenience, and we sincerely appreciate your cooperation and support of this event. We hope you will join us by participating in Viva la Diva as a runner, walker or volunteer.

If you have any questions or concerns, please visit the Viva la Diva website at: www.vivaladivarun.org for event information.

Sincerely,

Anna Claire Hoffman, Race Manager
174 Rains Ave
Nashville, TN 37203
615-743-3402

City Administrator's Office
City Hall
109 Third Ave. South
Franklin, TN 37065
615-791-3217

*Fifty
Forward*

Good Neighbor Letter	Location	Course Impact
Enclave	cool springs blvd.	10K
Avalon	cool springs blvd.	10K
Ashton Park	cool springs blvd.	10K
The Venue	E. McEwen Drive	10K
Crescent Cool Springs	OFF Carothers	5K mostly/a little 10K
Marriott	Cool Springs Blvd.	10K very breif
Embassy Suites	Crescent Center Drive	5K and 10K
Homewood Suites	E. McEwen Drive	
Carronbridge	Cool Springs Blvd.	



City of Franklin

Special Event Permit Application

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

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

Please list all that apply:

- Athletic/Recreation

- Name/purpose of event:** Franklin Classic 1K/5K/10K
- Location Requested:** (if Temporary Street Closure, list major roads to be closed):
The Franklin Classic 1K/5K/10K starts at Historic Downtown Franklin Square. it travels along the designated route and finishes on Main St. A map will be provided.
- Date or dates of event:** 09/05/2016
- Start/End Times of Event:** 7AM 10K start
8:30AM 5K start
10:00AM 1K start
What date/time will set-up begin? 09/02/2016 12:00 AM
What date/time will tear-down be complete? 09/05/2016 12:00 PM
**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
- Time of Street Closure** (if applicable): 3AM 09/05/2016 until
12PM 09/05/2016
- An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 3,000 Event Staff/Volunteers:150 Total:3,150
- Name of applicant and Organization Requesting Permit:**
Katherine Williams - Start 2 Finish LLC
a) Address: 769 S. Cooper St.
Memphis, TN 38104
b) Phone: 901-274-2202 **c) Cell:** **d) Fax:**
e) E-mail address: kat@s2fnashville.com
- DETAILED description of event** (use additional sheets):
The 38th Annual Franklin Classic offers a 10K Run, 5K Run/Walk, a 1K Kids Run and Adult Walk. From serious runners to leisurely walker, all start and finish in Historic Downtown Franklin, Tennessee. - See more at:
<https://franklinclassic.racesonline.com/#sthash.y6kDPYL6.dpuf>

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

Please detail any restricted parking areas on the event map.

Event Map: 2016_Franklin_Classic_ALL-01.png

10. **Person in charge on day of event:** Katherine Williams

Cell: 615-803-5936

E-mail address: kat@s2fnashville.com

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

Name: Adam Shelton

Cell: 901-274-2202

E-mail address: adam@bluffcitysports.com

Name: Allison Bender

Cell: 615-397-4547

E-mail address: AllisonB@mercytn.org

- 12.

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

Administrative Contact List: 2016_Franklin_Classic_ALL-01.png

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

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

15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** No

IRS tax exemption letter:

16. **Will you charge an admission fee?** Yes

Average admission fee: 40

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

Average vendor participation fee? 250

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

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

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

What organization will be the benefactor of event? Mercy Community Healthcare

What percentage of funds will they receive? 100

21. **Will parking in the area of the event need to be restricted or prohibited?** No

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

23. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.**

***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.

If you already have your insurance certificate, please upload it now. Otherwise your insurance certificate will need to be submitted before your event is approved.

Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.** Vendor details pending and will be provided
25. **Will food, beverages, or merchandise be sold or given away?** Yes
Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
Clean Up Plan and Provider:
26. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **NOTE:* Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
27. **Will you require a temporary water tap?** Yes
If yes, please list exact locations: Mellow Mushroom - private and sponsored source
28. **Will alcohol, beer, and/or wine be given away or sold?** No
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.
29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
Good Neighbor Letter: [2016_Franklin_Classic_ALL-01.png](#)
Good Nieghbor Letter Mailing List:



Rules and Regulations

Please Read All Attachments Before Signing Application.

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

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

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

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

Event Name: Franklin Classic 1K/5K/10K

Signature: _____



FORM 1

Buildings, Structures, & Power Sources

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

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

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

All Permit applications are subject to permit fees.

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



Signature: _____

Sound Amplification

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

Applicant/Organization: Katherine Williams - Start 2 Finish LLC

Event Name: Franklin Classic 1K/5K/10K

Event Date(s): 09/05/2016

1. **Time amplification equipment will be used:** From: 6:00 AM To: 11:30 AM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). *Provide map/layout if necessary:*

In front of City Hall on the main square - downtown Franklin.

Sound Amplification Map:

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

- Announcements/Speeches
- Sound System

4. **Type of Amplifier:**

- PA System

5.

Number of Amplifiers: 5

Number of Speakers: 4

Number of Performers: 1

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

Name: Katherine Williams

Cell: 615-803-5936

E-Mail: kat@s2fnashville.com

Name: Allison Bender

Cell: 615-397-4547

E-Mail: AllisonB@mercytn.org

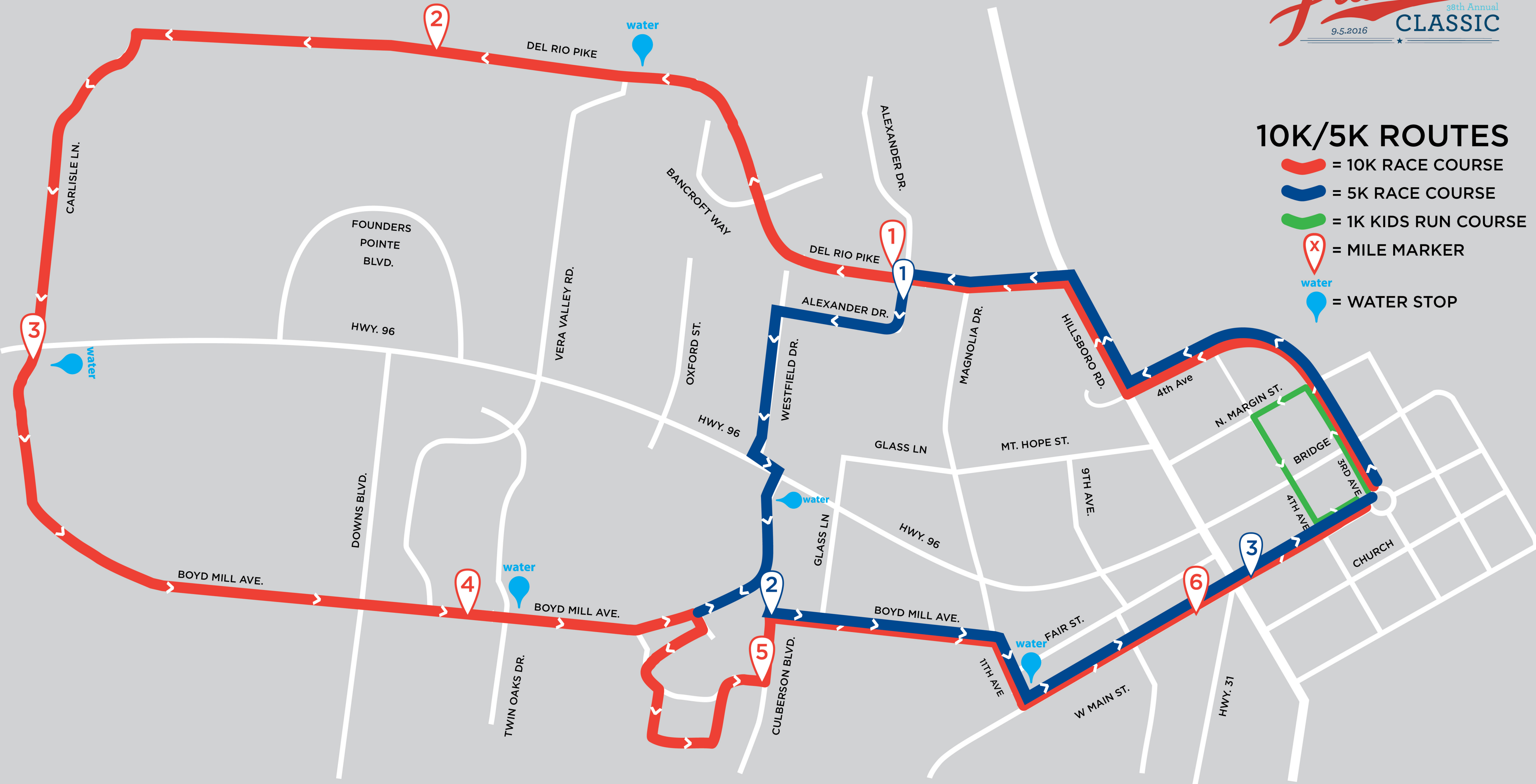
Authorized Signature: Katherine Williams

Date: 05/23/2016

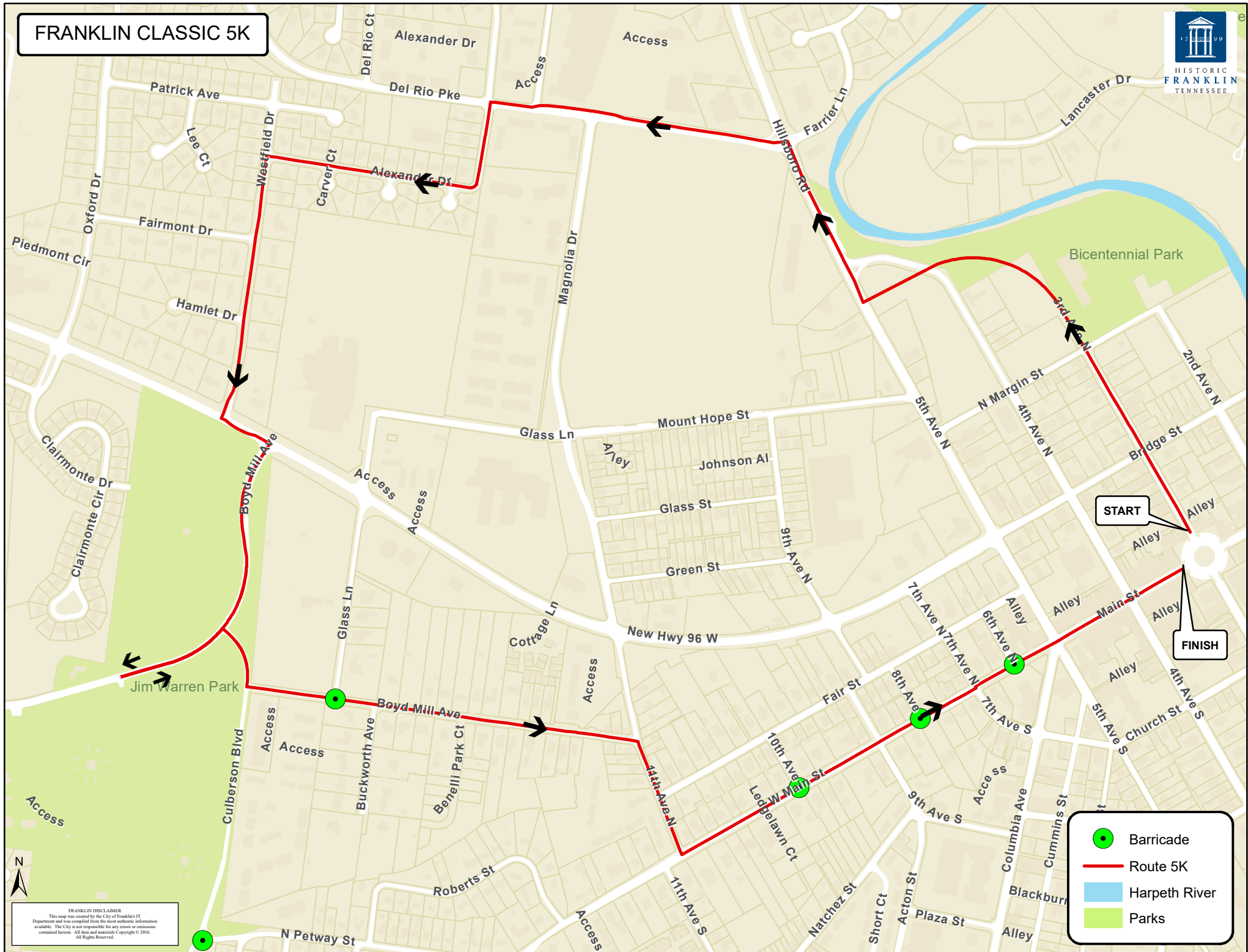
The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event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

10K/5K ROUTES

-  = 10K RACE COURSE
-  = 5K RACE COURSE
-  = 1K KIDS RUN COURSE
-  = MILE MARKER
-  = WATER STOP



FRANKLIN CLASSIC 5K

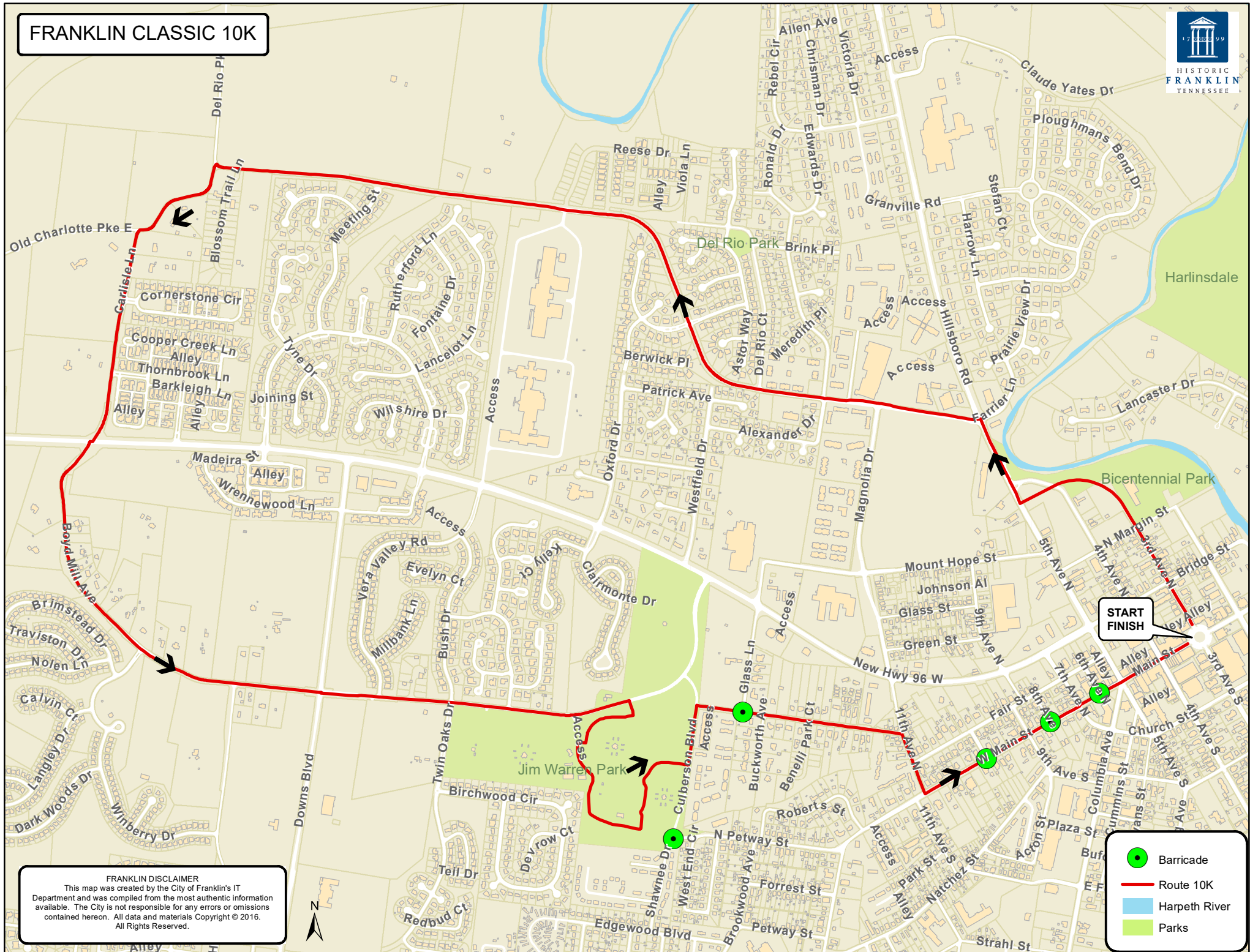


- Barricade
- Route 5K
- Harpeth River
- Parks



FRANKLIN DISCLAIMER
 This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained herein. All data and materials Copyright © 2016. All Rights Reserved.

FRANKLIN CLASSIC 10K



FRANKLIN DISCLAIMER
This map was created by the City of Franklin's IT Department and was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials Copyright © 2016. All Rights Reserved.

- Barricade
- Route 10K
- Harpeth River
- Parks



HISTORIC
FRANKLIN
TENNESSEE

CITY OF FRANKLIN EVENT PERMIT APPLICATION

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

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

Please check
all that apply:

☐ street closure

☐ parade

☒ other special event

☐ beer served (*separate permit required*)

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

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

____ Aspen Grove Park
____ Fieldstone Farms
____ Jim Warren Park

____ Liberty Park
____ Pinkerton Park
____ Harlinsdale Farm

____ Eastern Flank Battlefield Park

Other: Bicentennial Park

2) Name/purpose of event: Eat the Street (food truck festival)

3) Date or dates of event: Friday, May 5, 2017

4) Time of Event: 5 pm - 10 pm

5) Time of Street Closure (if applicable): 2 pm - 10:30 pm

Set-Up Date/Time: 2-4 pm

Tear-down Date/Time: 10 - 10:30 pm

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

6) Name of Applicant and Organization Requesting Permit:

21st Drug Court

a) Address: 100 A Beta Drive, Franklin TN 37064

b) Phone: 615-595-7868

c) Cell: _____

d) Fax: 615-595-2591

e) E-mail address: elaine.beeler@tncourts.gov (for this event)

7) Person in charge on day of event: Elaine Beeler

Cell: 615-585-3439

E-mail address: elaine.beeler@tncourts.gov



HISTORIC
FRANKLIN
TENNESSEE

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

Name: Connie Martin Cell: 615-537-8463 E-mail address: Connie.martin@21dc.org

Name: Amy Kovar Cell: 615-497-1799 E-mail address: akovar@graypr.com
Phil Newman 615-478-6033 pnewman@pnmlaw.com

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

food truck festival

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.** from 3rd at margin to Hillsboro Road
from 9th at margin to 3rd

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

45 food trucks; 10,000 attendees

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

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

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

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

16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. food trucks - \$250 each

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? 21st Drug Court

100% after expenses

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



HISTORIC
FRANKLIN
TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
band
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
band and voice
- 23) During what time period is sound amplification requested? 5-9
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.).
unknown at this time
- 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.
stage for band in grass. we provide
- 26) What, if any, vendors will be present at event? (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets. food truck vendors list to be provided prior to festival
- 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.
Elaine Beeler 615-585-3439
- 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. possibly*
- 33) Attach Good Neighbor Letter and Mailing List used. *Please read Additional Requirements section of this application for more information. to be provided after contact with Downtown Franklin Assoc*

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

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



HISTORIC
FRANKLIN
TENNESSEE

PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.

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

BY:  Date: 6/3/16
(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

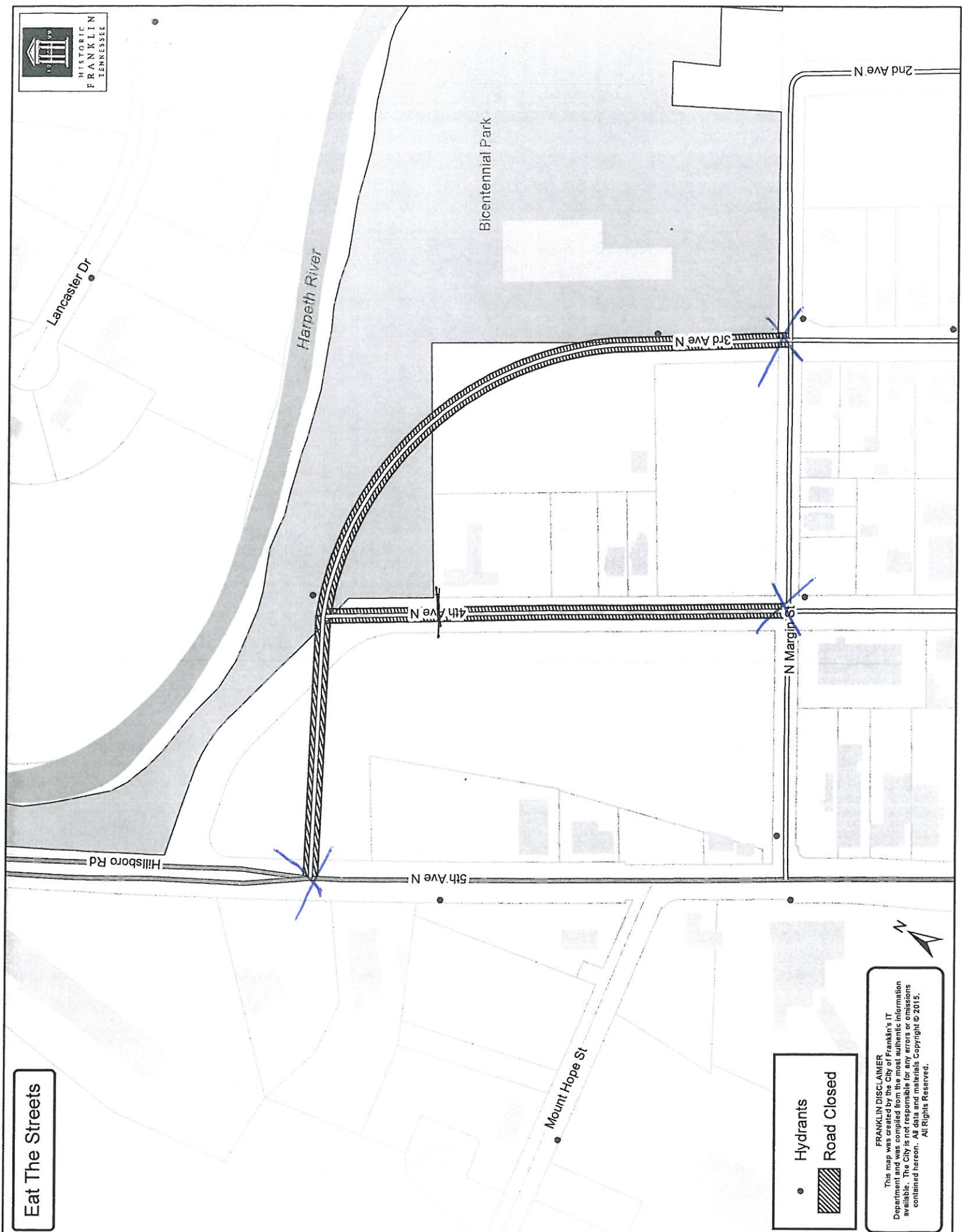
Eric S. Stuckey, City Administrator

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) *
*



Eat The Streets



- Hydrants
- Road Closed

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Elaine Beeler
President, 21st Drug Court Board
Chairman, Eat the Street Committee
elaine.beeler@tncourts.gov
615-790-5428

Connie Martin
Director and Coordinator, 21st Drug Court
Eat the Street Committee
connie.martin@21dc.org
615-595-7868

Barb Shearon
Board Member, 21st Drug Court Board
barbshearon@ami-results.com

Bob Bolen
Board Member, 21st Drug Court
bob@envisionwalthplanning.com

Phil Newman
Eat the Street Committee
pnewman@pnmlaw.com
615-790-2444

Amy Kovar
Eat the Street Committee
akovar@graypr.com

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

DEPARTMENT OF THE TREASURY

Date:

APR 28 2006

21ST DRUG COURT INC
PO BOX 757
FRANKLIN, TN 37065-0757

Employer Identification Number:
62-1867489

DLN:
17053084909076

Contact Person:
ERIC J BERTELSEN ID# 31323

Contact Telephone Number:
(877) 829-5500

Public Charity Status:
170(b)(1)(A)(vi)

Dear Applicant:

Our letter dated April 2002, stated you would be exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code, and you would be treated as a public charity, rather than as a private foundation, during an advance ruling period.

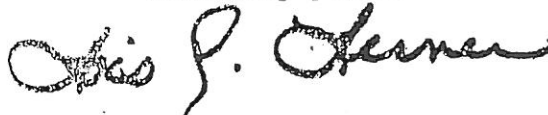
Based on the information you submitted, you are classified as a public charity under the Code section listed in the heading of this letter. Since your exempt status was not under consideration, you continue to be classified as an organization exempt from Federal income tax under section 501(c)(3) of the Code.

Publication 557, Tax-Exempt Status for Your Organization, provides detailed information about your rights and responsibilities as an exempt organization. You may request a copy by calling the toll-free number for forms, (800) 829-3676. Information is also available on our Internet Web Site at www.irs.gov.

If you have general questions about exempt organizations, please call our toll-free number shown in the heading.

Please keep this letter in your permanent records.

Sincerely yours,



Lois G. Lerner
Director, Exempt Organizations
Rulings and Agreements

Letter 1050 (DO/CG)

Tre Hargett, Secretary of State

State of Tennessee



Division of Charitable Solicitations and Gaming
312 Rosa L. Parks Avenue, 8th Floor
Nashville, Tennessee 37243-0305

Brent Culberson
Director

615-741-2555
Brent.Culberson@tn.gov

August 19, 2015

Ms. Connie Martin, Director
21st Drug Court, Inc.
P.O. Box 757
Franklin, TN 37064

RE: **APPROVAL** - Registration to Solicit Funds for Charitable Purposes
21st Drug Court, Inc. - CO7364
Registration Expiration Date: **June 30, 2016**

Dear Connie Martin:

Pursuant to Tenn. Code Ann. § 48-101-501, *et seq.*, the Division of Charitable Solicitations and Gaming has reviewed your submitted application and is pleased to announce your organization's registration to solicit contributions has been approved.

With this approval, your organization has new responsibilities for maintaining statutory compliance, including submission of the proper documents and required fees on an annual basis. The required filings include:

- Completed *Application to Renew Registration* form
- Completed *Summary of Financial Activities* form
- IRS determination letter granting tax-exempt status, if not previously filed
- IRS *Form 990*, *Form 990EZ*, or *990N* for the most recently completed accounting year, if the organization qualifies as tax-exempt
- An audited financial statement if the organization grossed more than \$500,000 in revenue
- Any amendments to the organization's governing documents

The *Application to Renew Registration* and *Summary of Financial Activities* forms are available on our website at <http://sos.tn.gov/charitable>. Additionally, the "CO" number listed above will serve as your organization's identification number specific to this division and should be included on all correspondence.

Please also be advised that if the organization's application or other provided information includes false, misleading or deceptive statements, appropriate action will be taken. Pursuant to the Tennessee Charitable Solicitations Act, a civil penalty of up to five thousand dollars (\$5,000) may be assessed for any violation.

Thank you for registering your organization and please do not hesitate to contact us with any questions.

Sincerely,

A handwritten signature in black ink that reads "Tre Hargett".

Tre Hargett
Secretary of State

REG:CO7364

Eat The Streets



- Hydrants
- ▨ Road Closed

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HISTORIC
FRANKLIN
TENNESSEE

RETAILER'S CERTIFICATE
(RENEWAL)

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning application in the name of Radhe Radhe Bal, LLC, owned by the managing agent, Dahyabhai V. Patel, who has made application for a retailer's license to handle alcoholic beverages at 111 Del Rio Pike, Franklin, TN 37064 (Del Rio Wine and Spirits), which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner(s) who are to be in actual charge of the business have not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and in the opinion of the undersigned, they will not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. The applicant(s) 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 9th Day of August, 2016.

Dr. Ken Moore
Mayor



HISTORIC
FRANKLIN
TENNESSEE

**RETAILER'S CERTIFICATE
(Renewal)**

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning application in the name of JDC Wines and Spirits, LLC d/b/a Franklin Wine and Spirits, owned by the managing agent, James D. Clark, who has made application for a retailer's license to handle alcoholic beverages at 1400 Liberty Pike, Suite 300, Franklin, TN 37067 (Franklin Wine and Spirits), which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner(s) who are to be in actual charge of the business have not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and shall not violate any of the provisions of Tennessee Code Annotated, Title 57, Chapter 3;
2. The applicant(s) 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 23rd Day of August, 2016

Dr. Ken Moore
Mayor



August 4, 2016

YOUR *Dream* STARTS HERE

Mr. Josh King
Planning and Sustainability Department
City of Franklin
109 Third Avenue South
Franklin, TN 37064
August 4, 2016

RE:COF Rizer Point PUD Subdivision,Rezoning and development plan
COF no: 6144

Dear Josh:

We respectfully request that the above referenced application be withdrawn.

Very truly yours,

Jack Ludington, P.E.
Vice President of Development



RIZER POINT PUD SUBDIVISION, REZONING,
(ORDINANCE 2016-21)
FRANKLIN MUNICIPAL PLANNING COMMISSION
06/23/2016

<UND><BOL>Project Information</BOL></UND>
Existing Zoning: Agricultural (AG)
Proposed Zoning: SD-R 0.56
Existing Land Use: Vacant
Proposed Land Use: Detached Residential
Character Area: WHCO 2 & 3
Development Standard: Conventional
Other Overlays: N/A
Site Acreage: 35.74 acres

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



0 250 500 1,000
Feet

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RIZER POINT PUD SUBDIVISION REZONING REQUEST

REVISION 2

ADDITION OF PROPERTY IDENTIFIED AS MAP 63, PARCEL 3.01 TO THE RIZER POINT PUD
FRANKLIN, TENNESSEE

OWNER/APPLICANT:
GOODALL INC, BUILDERS
393 MAPLE STREET, SUITE 100
GALLATIN, TN 37066
JACK LUDINGTON
615.451.5029

PLANNER/LANDSCAPE ARCHITECT
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
greggamble209@gmail.com
615.975.5765
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN TN 37064

CIVIL ENGINEER:
DEWEY ENGINEERING
MICHEAL DEWEY
2925 BERRY HILL DRIVE
NASHVILLE, TENNESSEE 37204
615.401-9956
mdewey@dewey-engineering.com

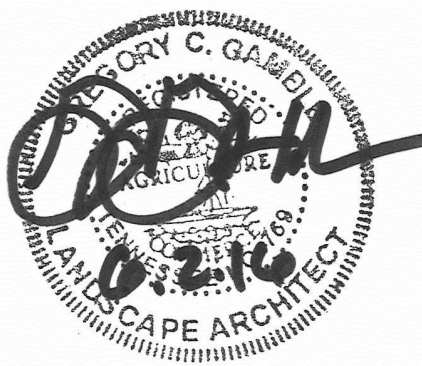


REVISION 2 SUMMARY:

This Rezoning Request is to accompany the Development Plan Revision 3, and is to include a new Section, Section 5 to the overall PUD. Section 5 is an additional parcel (+/-35.14 AC) and 20 new single family detached homes. The other four sections of the original Rizer Point PUD have approved Site Plans and are either in construction or complete. No change is proposed to Sections 1 - 4.

INDEX OF SHEETS

SHEET	DESCRIPTION
C	COVER SHEET AND LOCATION MAP
C 1.0	OVERALL EXISTING CONDITIONS
C 1.1	EXISTING CONDITIONS



COF # 6144
MAY 9, 2016
REVISED: JUNE 2, 2016

LEGAL DESCRIPTIONS:
LEGAL DESCRIPTION OF NEW PROPERTY, TO BE REZONED
The following legal description is for property in Williamson County, City of Franklin, TN, located on the lands of F-L Farms, LLC, of record in Deed Book 4530, Page 178, R.O.W.C., TN. Property is also described as Parcel 3.01 on Map 63.

Commencing at the point of beginning, point being the Northeastern property line of the land conveyed to Ryan and Krystin Lemmon, of record in Deed Book 6534, Page 854, R.O.W.C., TN, Point also being along the westerly margin of the Viola Lane Right of Way;

Thence, N 75° 28' 11" W for a distance of 228.99 feet to a point on a line.

Thence, N 75° 28' 09" W for a distance of 32.25 feet to a point on a line.

Thence, N 00° 30' 49" E for a distance of 505.70 feet to a point on a line.

Thence, N 03° 37' 49" E for a distance of 362.80 feet to a point on a line.

Thence, N 29° 37' 49" E for a distance of 519.50 feet to a point on a line.

Thence, N 42° 12' 49" E for a distance of 318.00 feet to a point on a line.

Thence, N 40° 20' 49" E for a distance of 300.00 feet to a point on a line.

Thence, N 50° 04' 49" E for a distance of 300.00 feet to a point on a line.

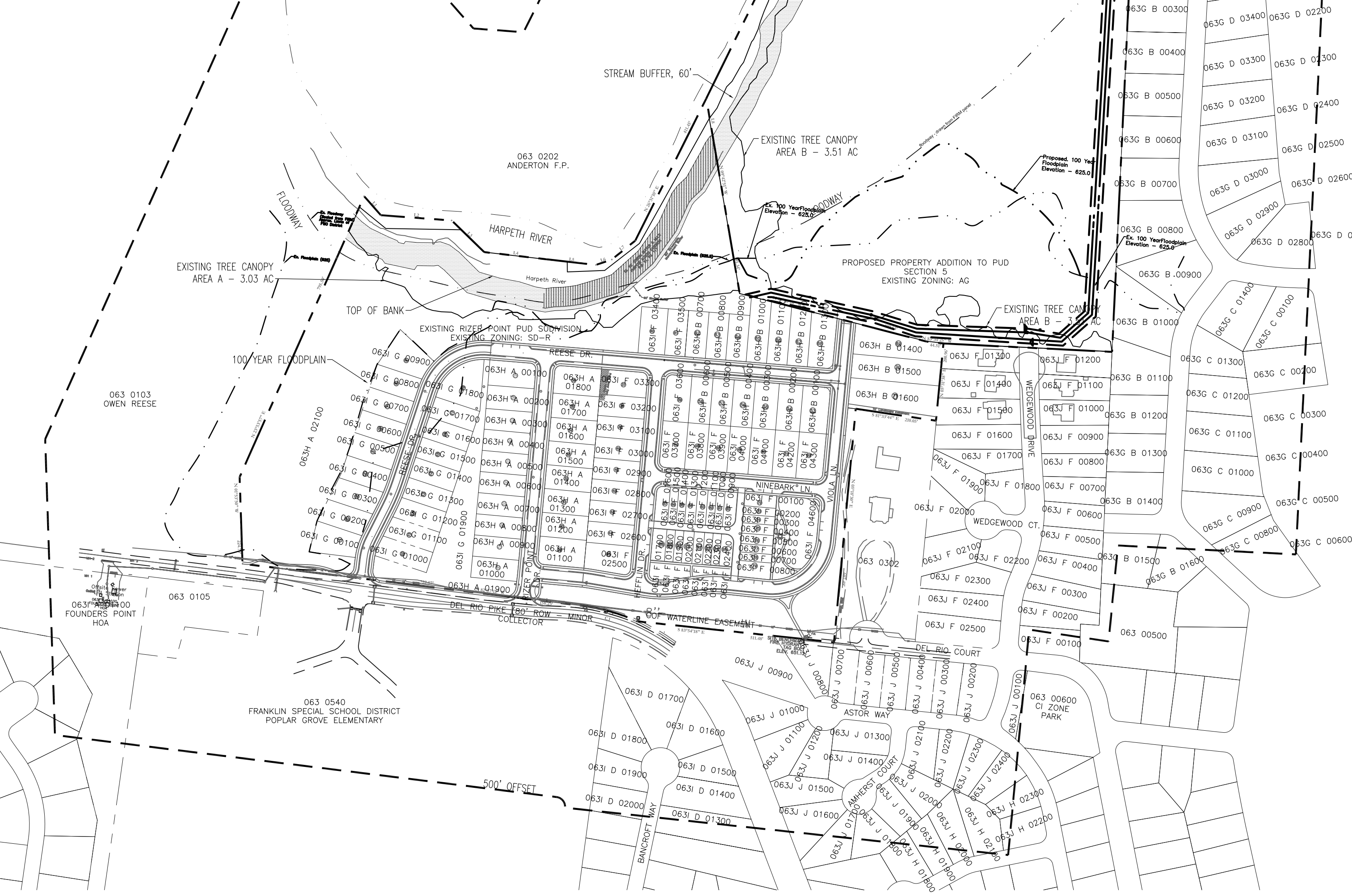
Thence, S 26° 33' 27" E for a distance of 172.40 feet to a point on a line.

Thence, S 03° 59' 27" E for a distance of 169.00 feet to a point on a line.

Thence, S 02° 50' 33" W for a distance of 1829.84 feet to a point on a line.

Thence, N 83° 36' 11" W for a distance of 439.04 feet to a point on a line.

Thence N 75° 28' 11" W a distance of 238.86 feet to the point of beginning and containing 35.74 acres more or less.



OVERALL EXISTING CONDITIONS



ADJACENT PROPERTY OWNERS WITHIN 500'

MAP PARCEL	PROPR. STREET	OWNER1	OWNER2
063-0103	2010 Del Rio Pk	Gordon Owen Reese	
063-0104	DEL RIO PK	Founders Point HOA	
063-0105	DEL RIO PK	Zaring Homes Inc	
063-0002	1100 Del Rio Ck	Tennessee Valley Authority	
063-0540	750 New HWY 98 W	Franklin Special School Dist	
063-01700	547 Bancroft Way	James Robert Brown	
063-01800	545 Bancroft Way	Robert E Bright	
063-02000	541 Bancroft Way	Joel Lee Bennett	
063-02100	541 Bancroft Way	Villard M Swenness	
063-02200	540 Bancroft Way	Timothy A Parker	
063-02300	538 Bancroft Way	Nancy Samuel	
063-02400	536 Bancroft Way	Xingy Guo	
063-02500	534 Bancroft Way	Shirley Vicki	
063-02600	532 Astor Way	Charles V Garrett	
063-02700	530 Astor Way	Kristal Dale	
063-02800	525 Astor Way	Rolling Hollow Prop LLC	
063-02900	521 Astor Way	Victoria L Marcoe	
063-03000	519 Amherst Ct	Venus Adams	
063-03100	517 Amherst Ct	Shawneer Ammaruk	
063-03200	515 Amherst Ct	James L Hough	
063-03300	513 Amherst Ct	David A Cole	
063-03400	511 Amherst Ct	Angela Marie Powell	
063-03500	509 Amherst Ct	Judith Hill	
063-03600	507 Amherst Ct	Tapes Pringle	
063-03700	505 Astor Way	ARP 2014 - B Borrower LLC	
063-03800	503 Astor Way	Keith Everett Smith	
063-03900	501 Astor Way	Bulfinch Chase R Row Trust	
063-04000	548 Astor Way	Ronald Jay Hill	
063-04100	544 Astor Way	Kenny M Coleman	
063-04200	542 Astor Way	Christopher Harris	
063-04300	Astor Way	City of Franklin	
063-04400	701 Amherst Ct	Miss S Bengali	
063-04500	359 Astor Way	Victor M Menard	
063-04600	355 Astor Way	Benjamin L Davis	
063-04700	351 Astor Way	McCarte T S & Family Trust	
063-04800	327 Astor Way	Camille T Ford	
063-04900	323 Astor Way	Paul V Skovelski	
063-05000	608 Doubrocks Ct	James D Carter	
063-05100	606 Doubrocks Ct	Kris Hubbard	
063-05200	604 Doubrocks Ct	James E Siegel IV	
063-05300	602 Doubrocks Ct	Henry J Seneal	
063-05400	1105 Wedgewood Dr	Timothy J Forbes	
063-05500	1103 Wedgewood Dr	Trent Collier	
063-05600	1113 Wedgewood Dr	Patricia Patterson	
063-05700	585 Wedgewood Ct	Robert M Chiles	
063-05800	1115 Wedgewood Dr	Hansel Jonathan Eason	
063-05900	1113 Wedgewood Dr	Kean Patterson	
063-06000	1108 Wedgewood Dr	Pearso Trust Company Custodian	
063-06100	1104 Wedgewood Dr	Glenn H Moore	
063-06200	1109 Del Rio Ct	Gerardo Ruiz	
063-06300	605 Edwards Dr	Daryl W Sanders	
063-06400	603 Edwards Dr	Jennifer Hart	
063-06500	789 Edwards Dr	James E Bagsh	
063-06600	815 Rabel Ct	Stanley A Christiansen	
063-06700	Hillboro Rd	Anderson Family Partnership	
063-06800	1100 Del Rio Ct	Anderson Family Partnership	
063-06900	HILLSBORO RD	ANDERSON FAMILY PARTNERSHIP	
063-07000	DEL RIO PK	F.F. FARMER LLC	
063-07100	2650 DEL RIO PK	REITLER RYAN	
063-07200	1108 HILLSBORO RD	GLENWALTER M TR	
063-07300	512 ALLEN AVE	HORTON ALDEN II	
063-07400	514 ALLEN AVE	ANDERSON ADAM L	
063-07500	516 ALLEN AVE	HARRIS ROBERT CLYDE JR	
063-07600	518 ALLEN AVE	PARRISH EDWARD J	
063-07700	517 CRAFTON AVE	SAMS TIMOTHY A	
063-07800	515 CRAFTON AVE	CATHER ROBERT DALE JR	
063-07900	513 CRAFTON AVE	MICHAEL NICOLE	
063-08000	511 CRAFTON AVE	CAGLE DEBBIE L	
063-08100	509 CRAFTON AVE	SCHALK FRANKIE J	
063-08200	507 CRAFTON AVE	SMITHSON OVERALL S TR	
063-08300	505 CRAFTON AVE	SMITHSON ROBBIE A	
063-08400	503 CRAFTON AVE	CANN FRANK A II	
063-08500	501 CRAFTON AVE	STATE OF TENNESSEE	
063-08600	499 CRAFTON AVE	STATE OF TENNESSEE	
063-08700	497 CRAFTON AVE	SHEPHERD WILLIAM GENE	
063-08800	495 CRAFTON AVE	STATE OF TENNESSEE	
063-08900	493 CRAFTON AVE	STATE OF TENNESSEE	
063-09000	491 CRAFTON AVE	STATE OF TENNESSEE	
063-09100	489 CRAFTON AVE	STATE OF TENNESSEE	
063-09200	487 CRAFTON AVE	CHRISTENSEN BRADLEY A	
063-09300	485 CRAFTON AVE	ROBEY TIMOTHY J	
063-09400	483 CRAFTON AVE	COBBINS NORMAN WADE	
063-09500	481 CRAFTON AVE	ARSLAN MEMET	
063-09600	479 CRAFTON AVE	TERRY BULLIE E	
063-09700	477 CRAFTON AVE	JOHNS JAMES E	
063-09800	475 CRAFTON AVE	LONG VINCENT LEO JR	
063-09900	473 CRAFTON AVE	BATTERFIELD LESLIE J	
063-10000	471 CRAFTON AVE	CHOWNE DONALD R	
063-10100	469 CRAFTON AVE	LETT PAUL J	
063-10200	467 CRAFTON AVE	HICKSON ROBERT D JR	
063-10300	465 CRAFTON AVE	HICKLESS STEPHANIE	
063-10400	463 CRAFTON AVE	FELDS WILLIAM H	
063-10500	461 CRAFTON AVE	LICHARLES	
063-10600	459 CRAFTON AVE	RAY BILLY D	
063-10700	457 CRAFTON AVE	PREST EARL D	
063-10800	455 CRAFTON AVE	WILSON KENNETH W	
063-10900	453 CRAFTON AVE	HERNANDEZ AMARCO	
063-11000	451 CRAFTON AVE	HARRIS TERRY MORGAN	
063-11100	449 CRAFTON AVE	WHITLEY JAMIE LEDON	
063-11200	447 CRAFTON AVE	HARRETH HOMES LLC	
063-11300	445 CRAFTON AVE	MARTIN JUSTIN E	
063-11400	443 CRAFTON AVE	PATTON MINNIE J	
063-11500	441 CRAFTON AVE	NUNEZ FRANCISCO S	
063-11600	439 CRAFTON AVE	CAUILL DENNIS ROSS	
063-11700	437 CRAFTON AVE	RENFRO JERN L	
063-11800	435 CRAFTON AVE	SMITH MARK S	
063-11900	433 CRAFTON AVE	EMMONS JAS NATHAN	
063-12000	431 CRAFTON AVE	WHERRY WM EVERETT	
063-12100	429 CRAFTON AVE	SAVAGE PHIL	
063-12200	427 CRAFTON AVE	SHABO JAMES	
063-12300	425 CRAFTON AVE	LIAM JOHNNY R	
063-12400	423 CRAFTON AVE	GINN JOHN ROBERT	
063-12500	421 CRAFTON AVE	ROLEY FRANK E	
063-12600	419 CRAFTON AVE	FRASER JONATHAN	
063-12700	417 CRAFTON AVE	KITSMILLER PATRICIA L	
063-12800	415 CRAFTON AVE	UNION JEFFREY Z	
063-12900	413 CRAFTON AVE	RASSAND MALINDA	
063-13000	411 CRAFTON AVE	HATCHER NORM GENE TR	
063-13100	409 CRAFTON AVE	ELLIOTT DANIEL	
063-13200	407 CRAFTON AVE	DEPATA SARAH M	
063-13300	405 CRAFTON AVE	HAGAN MICHAEL C	
063-13400	403 CRAFTON AVE	ADD LISA MAE	
063-13500	401 CRAFTON AVE	EHRHENSBERGER ANN M	
063-13600	399 CRAFTON AVE	CLOVERBY ANDREW V	
063-13700	397 CRAFTON AVE	BEILD CHRISTY F	
063-13800	395 CRAFTON AVE	GENTRY JOE W	
063-13900	393 CRAFTON AVE	PERNAN ABRI DENISE	
063-14000	391 CRAFTON AVE	LAYTON FORREST	
063-14100	389 CRAFTON AVE	MICAL CHARLES C TR	
063-14200	387 CRAFTON AVE	HOCKASSIAN SHEYOND	
063-14300	385 CRAFTON AVE	BERRY BRIAN RAY	
063-14400	383 CRAFTON AVE	GOODALL NC BUILDERS	
063-14500	381 CRAFTON AVE	GOODALL NC BUILDERS	
063-14600	379 CRAFTON AVE	GOODALL NC BUILDERS	
063-14700	377 CRAFTON AVE	GOODALL NC BUILDERS	
063-14800	375 CRAFTON AVE	GOODALL NC BUILDERS	
063-14900	373 CRAFTON AVE	GOODALL NC BUILDERS	
063-15000	371 CRAFTON AVE	GOODALL NC BUILDERS	
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063-19500	281 CRAFTON AVE	GOODALL NC BUILDERS	
063-19600	279 CRAFTON AVE	GOODALL NC BUILDERS	
063-19700	277 CRAFTON AVE	GOODALL NC BUILDERS	
063-19800	275 CRAFTON AVE	GOODALL NC BUILDERS	
063-19900	273 CRAFTON AVE	GOODALL NC BUILDERS	
063-20000	271 CRAFTON AVE	GOODALL NC BUILDERS	

SITE DATA:

PROJECT NAME: RIZER POINT PUD SUBDIVISION
REZONING REQUEST, REV. 2
6144
SUBDIVISION: RIZER POINT
LOT NUMBER: DEL RIO PIKE
ADDRESS: FRANKLIN, TN
CITY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 14TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS: MAP 63, PARCEL 3.01 (NEW PARCEL)
EXISTING ZONING: S-R & AG
PROPOSED ZONING NEW PARCEL: S-DR (0.57)
CHARACTER AREA OVERLAY: WHCO 2 & 3
OTHER APPLICABLE OVERLAYS: FFO, FWO
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
TOTAL AREA: ORIGINAL RIZER POINT AREA: 35.94 AC
63-00031 (NEW PARCEL) AREA: 35.14 AC AC
TOTAL AREA: 71.08 AC
1.62 UNITS/AC TOTAL SITE
2.64 UNITS/AC ORIGINAL PUD AREA
0.57 UNITS/AC NEW PROPERTY
1.88 UNITS/AC

OVERALL DENSITY: NET DENSITY (MINUS 5.92 AC ROW): 2.75 UNITS/AC
NET DENSITY (MINUS ROW AND 24 AC FWO OVERLAY): 2.75 UNITS/AC
NUMBER OF RESIDENTIAL UNITS BY USE TYPE: 24 TOWN HOME (CURRENT RIZER POINT PUD)
71 SINGLE FAMILY HOME (CURRENT RIZER POINT PUD)
20 SINGLE FAMILY HOME (NEW PROPERTY)

NONRESIDENTIAL SQUARE FOOTAGE: N/A
TOTAL ACREAGE BY USE, ENTIRE SITE: 16.68 AC LOT IN RESERVE
26.88 AC OPEN SPACE
5.92 AC ROW
21.52 AC RESIDENTIAL LOTS

SECTION	RESIDENTIAL LOTS	OPEN SPACE	TOTAL
1	3,08 AC	14.82 AC	17.90 AC
2	4.35 AC	0.81 AC	5.16 AC
3	3.30 AC	- AC	3.30 AC
4	3.11 AC	0.93 AC	4.04 AC
5	3.69 AC	14.16 AC	17.85 AC

MINIMUM REQUIRED SETBACK LINES: SEE LOT DIAGRAMS

OWNER (RIZER POINT MASTER DEVELOPER): GOODALL INC BUILDERS
CONTACT: JACK LUDINGTON
ADDRESS: 393 MAPLE STREET, SUITE 100
GALLATIN, TN 37066
PHONE: 615-451-5025
EMAIL: ludington@goodallhomes.com

OWNER (PARCEL 3.01): F-L FARMS
ADDRESS: 4720 HARPERH PLYTONSVILLE RD
THOMPSON STATION, TN 37179

APPLICANT: GOODALL HOMES
ADDRESS: 393 MAPLE STREET, SUITE 100
GALLATIN, TN 37066
PHONE: 615-451-5025
CONTACT: JACK LUDINGTON
EMAIL ADDRESS: ludington@goodallhomes.com

BUILDING SQUARE FOOTAGE: 1,700 SF - 4,200 SF
BUILDING HEIGHT: 2 STORIES
LANDSCAPE SURFACE RATIO: .49
MINIMUM LANDSCAPE SURFACE RATIO: .20
MINIMUM PARKING REQUIREMENT: 2 PER SINGLE FAMILY HOME
MAXIMUM PARKING LIMIT: N/A
PARKING PROVIDED: 2 PER SINGLE FAMILY HOME
RESIDENTIAL DENSITY: 1.62 DUA (TOTAL SITE)
TREE CANOPY: 6.54 AC (9.2%) EXISTING
DEDICATION OF GREENWAY TRAIL AREA
(35x100 SF) + (60x600 SF) = 90,000 SF
ADDITIONALLY, LOT LINES FOR THE PROPOSED ADDITION HAVE BEEN PROPOSED TO BE SIMILAR TO THEIR EXISTING ADJACENT LOTS.

OPEN SPACE: 27.04 AC (49.7% PUD SITE)
OPEN SPACE ACREAGE REQUIRED: 15% (10.66 AC)
FORMAL OPEN SPACE REQUIRED: 33% (15.2 AC)
FORMAL OPEN SPACE REQUIRED: 66% (7.04 AC)

LAND USE PLAN COMPLIANCE: WHCO 2 & 3
CHARACTER AREA OVERLAY: WHCO 2 & 3
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL

RIZER POINT PUD WAS APPROVED IN AUGUST 2007. THE PROPERTY HAS BOTH SPECIAL AREA 2 AND 3 ON THE PROPERTY. THIS DEVELOPMENT PLAN MAKES NO CHANGE TO THE ORIGINALLY APPROVED RIZER POINT PUD. IT ADDS AN ADDITIONAL PROPERTY TO THE NORTH WITH 20 NEW SINGLE FAMILY LOTS AND OPEN SPACE.

1. THE PROPOSED DEVELOPMENT PLAN IS DESIGNED WITH LOT SIZES CONSISTENT WITH THE APPROVED RIZER POINT PUD AND ADJACENT NEIGHBORHOOD EAST AND SOUTH OF THE PROPOSED NEW PARCEL.

2. NO RETAIL IS PLANNED FOR THIS PROPERTY.

DESIGN CONCEPT
THE ADDITION OF THE NEW PROPERTY TO THE RIZER POINT PUD ALLOWS FOR VIOLA LANE TO EXTEND AND CREATE A VEHICULAR AND PEDESTRIAN CONNECTION TO WEDGEWOOD DRIVE. ADDITIONALLY, LOT LINES FOR THE PROPOSED ADDITION HAVE BEEN PROPOSED TO BE SIMILAR TO THEIR EXISTING ADJACENT LOTS.

LOCAL COMPATIBILITY
NO CHANGE IS PROPOSED FOR THE EXISTING PUD AREA. THIS REVISION IS TO INCLUDE ADDITIONAL PROPERTY TO THE NORTH EAST. THIS PROPERTY ADDITION IS DESIGNED WITH LOTS CONSISTENT WITH NEIGHBORHOODS ALONG THE DEL RIO PIKE CORRIDOR.

STATEMENT OF IMPACTS
WATER
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN WATER SERVICES. WATER MAIN IS LOCATED ON DEL RIO PIKE.
115 SFU / 350 GPD = 40,250 GPD

SEWER
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN WILL CONNECT INTO PUMP STATION LOCATED ON DEL RIO PIKE.

REPURIFIED (REUSE) WATER FACILITIES
REUSE WATER IS AVAILABLE, AND WILL BE UTILIZED FOR COMMON AREAS OWNED AND MAINTAINED BY THE RIZER POINT HOMEOWNERS ASSOCIATION.

STREET NETWORK
THE MAJOR THROUGHFARE PLAN INDICATES THE FUTURE DEVELOPMENT MACK HATCHER PARKWAY NORTH OF RIZER POINT. PROJECTED TRIPS FOR THIS ADDITION IS 214 TRIPS PER DAY (20 SINGLE FAMILY RESIDENTIAL UNITS @ 10.7 TRIPS PER DAY).

DRAINAGE FAC



OVERALL EXISTING CONDITIONS



EXISTING TREE CANOPY:
TOTAL EXISTING CANOPY: 6.54 AC (9.2%)
REQUIRED PRESERVATION: 54% 3.53 AC
TREE CANOPY AREA A: 3.03 AC (ORIGINAL RIZER POINT PROPERTY)
TREE CANOPY AREA B: 3.51 AC (NEW PROPERTY)

SOIL TYPES		
A/B	ARMOUR SILT LOAM	2-5% SLOPES
ArC2	ARMOUR SILT LOAM (ERODED)	5-12% SLOPES
BrC2	BRAXTON CHERTY SILT LOAM (ERODED)	5-12% SLOPES
BsD3	BRAXTON CHERTY SILT LOAM (ERODED)	12-20% SLOPES
Hu	HUNTINGTON SILT LOAM (PHOSPHATIC)	N/A
MbB2	MAURY SILT LOAM (ERODED)	2-5%
MbC2	MAURY SILT LOAM (ERODED)	5-12%

SITE DATA:

PROJECT NAME:

PROJECT NUMBER:

SUBDIVISION:

LOT NUMBER:

ADDRESS:

CITY:

COUNTY:

STATE:

CIVIL DISTRICT:

MAP GROUP, PARCEL NUMBERS:

EXISTING ZONING:

PROPOSED ZONING NEW PARCEL:

CHARACTER AREA OVERLAY:

OTHER APPLICABLE OVERLAYS:

APPLICABLE DEVELOPMENT STANDARD:

TOTAL AREA:

OVERALL DENSITY:

RIZER POINT PUD SUBDIVISION
REZONING REQUEST, REV. 2
6144
RIZER POINT
N/A
DEL RIO PIKE
FRANKLIN, TN
WILLIAMSON
TENNESSEE
14TH CIVIL DISTRICT
MAP 63, PARCEL 3.01 (NEW PARCEL)
S-DR & AG
S-DR (0.57)
WHCO 2 & 3
FFO, FWO
CONVENTIONAL
ORIGINAL RIZER POINT AREA: 35.94 AC
63-000301 (NEW PARCEL) AREA: 35.14 AC
TOTAL AREA: 71.08 AC
1.62 UNITS/AC TOTAL SITE
2.64 UNITS/AC ORIGINAL PUD AREA
0.57 UNITS/AC NEW PROPERTY
1.88 UNITS/AC

NET DENSITY (MINUS 5.92 AC ROW):
NET DENSITY (MINUS ROW AND 24 AC FWO OVERLAY):
NUMBER OF RESIDENTIAL UNITS BY USE TYPE:
24 TOWN HOME (CURRENT RIZER POINT PUD)
71 SINGLE FAMILY HOME (CURRENT RIZER POINT PUD)
20 SINGLE FAMILY HOME (NEW PROPERTY)

NONRESIDENTIAL SQUARE FOOTAGE:
TOTAL ACREAGE BY USE, ENTIRE SITE:

N/A
16.68 AC LOT IN RESERVE
26.88 AC OPEN SPACE
5.92 AC ROW
21.52 AC RESIDENTIAL LOTS

TOTAL ACREAGE BY USE, PER SECTION:

SECTION	RESIDENTIAL LOTS	OPEN SPACE	TOTAL
1	3.08 AC	10.57 AC	14.82 AC
2	4.35 AC	0.81 AC	9.24 AC
3	3.30 AC	- AC	4.10 AC
4	3.11 AC	0.93 AC	4.89 AC
5	3.69 AC	14.18 AC	17.87 AC

MINIMUM REQUIRED SETBACK LINES:	SEE LOT DIAGRAMS
OWNER (RIZER POINT MASTER DEVELOPER):	GOODALL INC BUILDERS JACK LUDINGTON 393 MAPLE STREET, SUITE 100 GALLATIN, TN 37066 615-451-5029 jludington@goodallhomes.com
OWNER (PARCEL 3.01):	F-L FARMS 4720 HARPETH PEYTONSVILLE RD THOMPSON STATION, TN 37179
APPLICANT:	GOODALL HOMES 393 MAPLE STREET, SUITE 100 GALLATIN, TN 37066 615-451-5029 JACK LUDINGTON jludington@goodallhomes.com
BUILDING SQUARE FOOTAGE:	1,700 SF - 4,200 SF
BUILDING HEIGHT:	2 STORIES
LANDSCAPE SURFACE RATIO:	.49
MINIMUM LANDSCAPE SURFACE RATIO:	.20
MINIMUM PARKING REQUIREMENT:	2 PER SINGLE FAMILY HOME
PARKING PROVIDED:	N/A
RESIDENTIAL DENSITY:	1.62 DUA (TOTAL SITE)
TREE CANOPY:	6.54 AC (9.2%) EXISTING
PARKLAND (IF APPLICABLE):	DEDICATION OF GREENWAY TRAIL AREA (354,1200 SF) * (80x600 SF) = 90,000 SF 78,000 SF ORIGINAL PUD 12,000 SF REVISION 3 27.04, (49.7% PUD SITE)
OPEN SPACE:	OPEN SPACE ACREAGE REQUIRED: 15% (10.66 AC) FORMAL OPEN SPACE REQUIRED: 33% (3.52 AC) FORMAL OPEN SPACE REQUIRED: 66% (7.04 AC)
LAND USE PLAN COMPLIANCE:	WHCO 2 & 3 APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL

THE PROPERTY ADDITION IS DESIGNED WITH LOTS CONSISTENT WITH NEIGHBORHOODS ALONG THE DEL RIO PIKE CORRIDOR.

- THE PROPOSED DEVELOPMENT PLAN IS DESIGNED WITH LOT SIZES CONSISTENT WITH THE APPROVED RIZER POINT PUD AND ADJACENT NEIGHBORHOOD EAST AND SOUTH OF THE PROPOSED NEW PARCEL.
- NO RETAIL IS PLANNED FOR THIS PROPERTY.

DESIGN CONCEPT
THE ADDITION OF THE NEW PROPERTY TO THE RIZER POINT PUD ALLOWS FOR VIOLA LANE TO EXTEND AND CREATE A VEHICULAR AND PEDESTRIAN CONNECTION TO WEDGEWOOD DRIVE. ADDITIONALLY, LOT LINES FOR THE PROPOSED ADDITION HAVE BEEN PROPOSED TO BE SIMILAR TO THEIR EXISTING, ADJACENT LOTS.

LOCAL COMPATIBILITY
NO CHANGE IS PROPOSED FOR THE EXISTING PUD AREA. THIS REVISION IS TO INCLUDE ADDITIONAL PROPERTY TO THE NORTH EAST. THE PROPERTY ADDITION IS DESIGNED WITH LOTS CONSISTENT WITH NEIGHBORHOODS ALONG THE DEL RIO PIKE CORRIDOR.

STATEMENT OF IMPACTS
WATER
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN WATER SERVICES. WATER MAIN IS LOCATED ON DEL RIO PIKE.
11" SFI * 350 GPD * 40,250 GPD
SEWER
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN WILL CONNECT INTO PUMP STATION LOCATED ON DEL RIO PIKE.

REPURIFIED (REUSE) WATER FACILITIES
REUSE WATER IS AVAILABLE, AND WILL BE UTILIZED FOR COMMON AREAS OWNED AND MAINTAINED BY THE RIZER POINT HOMEOWNERS ASSOCIATION.

STREET NETWORK
THE MAJOR THROUGHFARE PLAN INDICATES THE FUTURE DEVELOPMENT MACK HATCHER PARKWAY NORTH OF RIZER POINT. PROJECTED TRIPS FOR THIS ADDITION IS 214 TRIPS PER DAY (20 SINGLE FAMILY RESIDENTIAL UNITS @ 10.7 TRIPS PER DAY).

DRAINAGE FACILITIES
THE PROPERTY DRAINS NORTH INTO THE HARPETH RIVER AND WEST INTO THE RETENTION AREA CREATED WITH THE ORIGINAL RIZER POINT PUD.

POLICE AND FIRE
FIRE STATION, HWY 96- 3.6 MILES DRIVING DISTANCE
COLUMBIA AVE, POLICE STATION - 2.06 MILES DRIVING DISTANCE

RECREATION FACILITIES
WILLIAMSON COUNTY RECREATION FACILITY -1.8 MILES FROM THE PROPERTY

PROJECTED STUDENT POPULATION
THE STUDENT POPULATION IS PROJECTED AT A RATE OF ONE STUDENT PER .64 HOMES.
115 X .64 = 73.6 STUDENTS

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

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

- NOTES
- A PORTION OF THIS PROPERTY FALLS WITHIN A FLOOD HAZARD AREA, ZONE AE, AS DEPICTED ON THE CURRENT FLOOD INSURANCE RATE MAP (FIRM) NUMBERS: 47187C0184F & 47187C0192F, DATED SEPT 2006. ELEVATION VARIES 625.0-625.5.
 - NO MINERAL RIGHTS ARE HELD BY PARTIES OUTSIDE OF THE OWNER.

RIZER POINT PUD SUBDIVISION
REZONING REQUEST, REVISION 2
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE 37064
COF PROJECT NO. xxxx



rev. date
June 2, 2016

- △
- △
- △

MAY 9, 2016

SHEET

C1.1
EXISTING
CONDITIONS

ORDINANCE 2016-21

TO BE ENTITLED, “AN ORDINANCE TO REZONE 35.74 ACRES FROM AGRICULTURAL – AG DISTRICT TO SPECIFIC DEVELOPMENT RESIDENTIAL – SD-R (0.56) DISTRICT FOR THE PROPERTY LOCATED NORTH OF DEL RIO PIKE AND EAST OF DEL RIO COURT.”

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

WHEREAS, the Specific Development Residential – SR-R (0.57) district provides zoning for land uses compatible with both the Franklin Land Use Plan and surrounding development; and

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, adopted Resolution 2016-30, approving a Revised Plan Unit Development (PUD) Development Plan as required by the Franklin Zoning Ordinance; and

WHEREAS, the zoning has been reviewed and approved by BOMA after a public hearing and a recommendation by the Franklin Municipal Planning Commission.

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

SECTION I. That the following described property shall be, and is hereby, rezoned from its present zoning classification of Agriculture – AG District to Specific Development Residential – SD-R (0.57) District:

PREMISES CONSIDERED

Map-Parcel	Acres
63 3.01	35.74
Total	35.74

The following legal description is for property in Williamson County, City of Franklin, TN, located on the lands of F-L Farms, LLC, of record in Deed Book 4530, Page 178, R.O.W.C., TN. Property is also described as Parcel 3.01 on Map 63.

Commencing at the point of beginning, point being the Northeastern property line of the land conveyed to Ryan and Krystin Lemmon, of record in Deed Book 6534, Page 854, R.O.W.C., TN, Point also being along the westerly margin of the Viola Lane Right of Way;

Thence, N 75° 28' 11" W for a distance of 228.99 feet to a point on a line.

Thence, N 75° 28' 09" W for a distance of 32.25 feet to a point on a line.

Thence, N 00° 30' 49" E for a distance of 505.70 feet to a point on a line.

Thence, N 03° 37' 49" E for a distance of 362.80 feet to a point on a line.

Thence, N 29° 37' 49" E for a distance of 519.50 feet to a point on a line.

Thence, N 42° 12' 49" E for a distance of 318.00 feet to a point on a line.

Thence, N 40° 20' 49" E for a distance of 300.00 feet to a point on a line.

Thence, N 50° 04' 49" E for a distance of 300.00 feet to a point on a line.

Thence, S 26° 33' 27" E for a distance of 172.40 feet to a point on a line.
Thence, S 03° 59' 27" E for a distance of 169.00 feet to a point on a line.
Thence, S 02° 50' 33" W for a distance of 1829.84 feet to a point on a line.
Thence, N 83° 36' 11" W for a distance of 439.04 feet to a point on a line.
Thence N 75° 28' 11" W a distance of 238.86 feet to the point of beginning
and containing 35.74 acres more or less.

SECTION II. That the attached Location Map shall serve the purpose of further 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 its passage on third and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

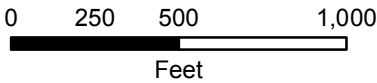
Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED:	_____
PASSED FIRST READING:	_____
PUBLIC HEARING HELD:	_____
PASSED SECOND READING:	_____
PASSED THIRD READING:	_____

RIZER POINT PUD SUBDIVISION, REZONING,
(ORDINANCE 2016-21)
FRANKLIN MUNICIPAL PLANNING COMMISSION
06/23/2016

<UND><BOL>Project Information</BOL></UND>
Existing Zoning: Agricultural (AG)
Proposed Zoning: SD-R 0.57
Existing Land Use: Vacant
Proposed Land Use: Detached Residential
Character Area: WHCO 2 & 3
Development Standard: Conventional
Other Overlays: N/A
Site Acreage: 35.14 acres

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



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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RIZER POINT PUD SUBDIVISION REZONING REQUEST

REVISION 2

ADDITION OF PROPERTY IDENTIFIED AS MAP 63, PARCEL 3.01 TO THE RIZER POINT PUD
FRANKLIN, TENNESSEE

OWNER/APPLICANT:
GOODALL INC, BUILDERS
393 MAPLE STREET, SUITE 100
GALLATIN, TN 37066
JACK LUDINGTON
615.451.5029

PLANNER/LANDSCAPE ARCHITECT
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
greggamble209@gmail.com
615.975.5765
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN TN 37064

CIVIL ENGINEER:
DEWEY ENGINEERING
MICHEAL DEWEY
2925 BERRY HILL DRIVE
NASHVILLE, TENNESSEE 37204
615.401-9956
mdewey@dewey-engineering.com

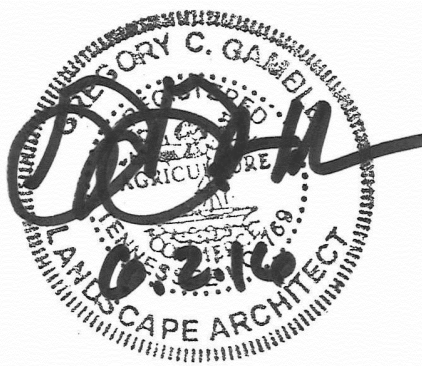


REVISION 2 SUMMARY:

This Rezoning Request is to accompany the Development Plan Revision 3, and is to include a new Section, Section 5 to the overall PUD. Section 5 is an additional parcel (+/-35.14 AC) and 20 new single family detached homes. The other four sections of the original Rizer Point PUD have approved Site Plans and are either in construction or complete. No change is proposed to Sections 1 - 4.

INDEX OF SHEETS

SHEET	DESCRIPTION
C	COVER SHEET AND LOCATION MAP
C 1.0	OVERALL EXISTING CONDITIONS
C 1.1	EXISTING CONDITIONS



COF # 6144
MAY 9, 2016
REVISED: JUNE 2, 2016

LEGAL DESCRIPTIONS:
LEGAL DESCRIPTION OF NEW PROPERTY, TO BE REZONED
The following legal description is for property in Williamson County, City of Franklin, TN, located on the lands of F-L Farms, LLC, of record in Deed Book 4530, Page 178, R.O.W.C., TN. Property is also described as Parcel 3.01 on Map 63.

Commencing at the point of beginning, point being the Northeastern property line of the land conveyed to Ryan and Krystin Lemmon, of record in Deed Book 6534, Page 854, R.O.W.C., TN, Point also being along the westerly margin of the Viola Lane Right of Way;

Thence, N 75° 28' 11" W for a distance of 228.99 feet to a point on a line.

Thence, N 75° 28' 09" W for a distance of 32.25 feet to a point on a line.

Thence, N 00° 30' 49" E for a distance of 505.70 feet to a point on a line.

Thence, N 03° 37' 49" E for a distance of 362.80 feet to a point on a line.

Thence, N 29° 37' 49" E for a distance of 519.50 feet to a point on a line.

Thence, N 42° 12' 49" E for a distance of 318.00 feet to a point on a line.

Thence, N 40° 20' 49" E for a distance of 300.00 feet to a point on a line.

Thence, N 50° 04' 49" E for a distance of 300.00 feet to a point on a line.

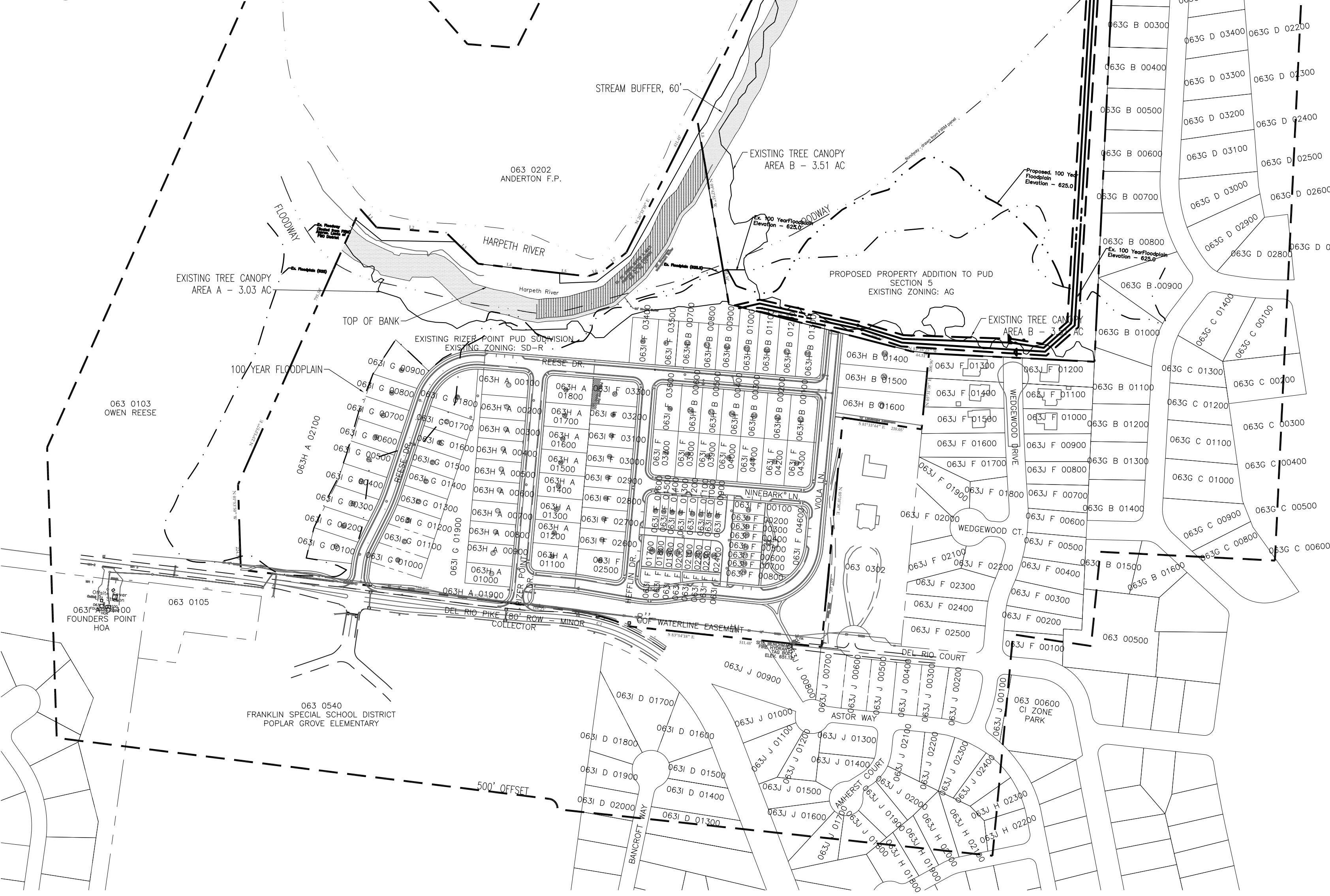
Thence, S 26° 33' 27" E for a distance of 172.40 feet to a point on a line.

Thence, S 03° 59' 27" E for a distance of 169.00 feet to a point on a line.

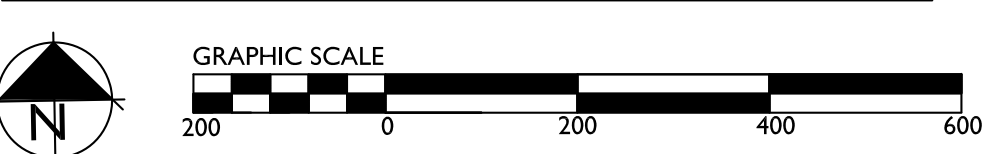
Thence, S 02° 50' 33" W for a distance of 1829.84 feet to a point on a line.

Thence, N 83° 36' 11" W for a distance of 439.04 feet to a point on a line.

Thence N 75° 28' 11" W a distance of 238.86 feet to the point of beginning and containing 35.74 acres more or less.



OVERALL EXISTING CONDITIONS



ADJACENT PROPERTY OWNERS WITHIN 500'

MAP, PARCEL	PROPR. STREET	OWNER1	OWNER2
063-0103	2010 Del Rio Pk	Gordon Owen Reese	
063-0104	2010 Del Rio Pk	Founders Point HOA	
063-0105	2010 Del Rio Pk	Zaring Homes Inc	
063-0106	1100 Del Rio Pk	Tennessee Valley Authority	
063-0440	750 New HWY 98 W	Franklin Special School Dist	
063-0107	547 Bancroft Way	James Robert Brown	
063-0108	545 Bancroft Way	Robert E Bright	
063-0200	541 Bancroft Way	Joel Lee Bennett	
063-0201	541 Bancroft Way	Villard M Swenness	
063-0202	540 Bancroft Way	Timothy A Parker	
063-0203	538 Bancroft Way	Nancy Samuel	
063-0204	536 Bancroft Way	Xingyi Guo	
063-0205	534 Bancroft Way	Shirley Vicki	
063-0206	532 Bancroft Way	Charles V Garrett	
063-0207	530 Bancroft Way	Krista Dale	
063-0208	528 Bancroft Way	Rolling Hollow Prop LLC	
063-0209	526 Bancroft Way	Victoria L Marlowe	
063-0210	524 Bancroft Way	Venus Adams	
063-0211	522 Bancroft Way	Shawneer Amundak	
063-0212	520 Bancroft Way	James L Hough	
063-0213	518 Bancroft Way	David A Cole	
063-0214	516 Bancroft Way	Angela Marie Powell	
063-0215	514 Bancroft Way	Judith Hill	
063-0216	512 Bancroft Way	James P. Pappell	
063-0217	510 Bancroft Way	ARP 2014 - B Borrower LLC	
063-0218	508 Bancroft Way	Keith Everett Smith	
063-0219	506 Bancroft Way	Budger-Glen R. Rex Trust	
063-0220	504 Bancroft Way	Ronald Jay Hill	
063-0221	502 Bancroft Way	Kenny M Coleman	
063-0222	500 Bancroft Way	Christopher Harris	
063-0223	498 Bancroft Way	City of Franklin	
063-0224	496 Bancroft Way	Miss S Bengali	
063-0225	494 Bancroft Way	Victor M Menard	
063-0226	492 Bancroft Way	Benjamin L. Davis	
063-0227	490 Bancroft Way	McConkie T & S Family Trust	
063-0228	488 Bancroft Way	Camille T Ford	
063-0229	486 Bancroft Way	Paul V. Skovicki	
063-0230	484 Bancroft Way	James E. Seigel IV	
063-0231	482 Bancroft Way	Kris Hubbard	
063-0232	480 Bancroft Way	James E. Seigel IV	
063-0233	478 Bancroft Way	Henry J. Seneal	
063-0234	476 Bancroft Way	Timothy J. Forbes	
063-0235	474 Bancroft Way	Trent Collier	
063-0236	472 Bancroft Way	Patricia Patterson	
063-0237	470 Bancroft Way	Robert M. Chiles	
063-0238	468 Bancroft Way	Magdalena Ann Eason	
063-0239	466 Bancroft Way	Tamara Patterson	
063-0240	464 Bancroft Way	James E. Seigel IV	
063-0241	462 Bancroft Way	James E. Seigel IV	
063-0242	460 Bancroft Way	James E. Seigel IV	
063-0243	458 Bancroft Way	James E. Seigel IV	
063-0244	456 Bancroft Way	James E. Seigel IV	
063-0245	454 Bancroft Way	James E. Seigel IV	
063-0246	452 Bancroft Way	James E. Seigel IV	
063-0247	450 Bancroft Way	James E. Seigel IV	
063-0248	448 Bancroft Way	James E. Seigel IV	
063-0249	446 Bancroft Way	James E. Seigel IV	
063-0250	444 Bancroft Way	James E. Seigel IV	
063-0251	442 Bancroft Way	James E. Seigel IV	
063-0252	440 Bancroft Way	James E. Seigel IV	
063-0253	438 Bancroft Way	James E. Seigel IV	
063-0254	436 Bancroft Way	James E. Seigel IV	
063-0255	434 Bancroft Way	James E. Seigel IV	
063-0256	432 Bancroft Way	James E. Seigel IV	
063-0257	430 Bancroft Way	James E. Seigel IV	
063-0258	428 Bancroft Way	James E. Seigel IV	
063-0259	426 Bancroft Way	James E. Seigel IV	
063-0260	424 Bancroft Way	James E. Seigel IV	
063-0261	422 Bancroft Way	James E. Seigel IV	
063-0262	420 Bancroft Way	James E. Seigel IV	
063-0263	418 Bancroft Way	James E. Seigel IV	
063-0264	416 Bancroft Way	James E. Seigel IV	
063-0265	414 Bancroft Way	James E. Seigel IV	
063-0266	412 Bancroft Way	James E. Seigel IV	
063-0267	410 Bancroft Way	James E. Seigel IV	
063-0268	408 Bancroft Way	James E. Seigel IV	
063-0269	406 Bancroft Way	James E. Seigel IV	
063-0270	404 Bancroft Way	James E. Seigel IV	
063-0271	402 Bancroft Way	James E. Seigel IV	
063-0272	400 Bancroft Way	James E. Seigel IV	
063-0273	398 Bancroft Way	James E. Seigel IV	
063-0274	396 Bancroft Way	James E. Seigel IV	
063-0275	394 Bancroft Way	James E. Seigel IV	
063-0276	392 Bancroft Way	James E. Seigel IV	
063-0277	390 Bancroft Way	James E. Seigel IV	
063-0278	388 Bancroft Way	James E. Seigel IV	
063-0279	386 Bancroft Way	James E. Seigel IV	
063-0280	384 Bancroft Way	James E. Seigel IV	
063-0281	382 Bancroft Way	James E. Seigel IV	
063-0282	380 Bancroft Way	James E. Seigel IV	
063-0283	378 Bancroft Way	James E. Seigel IV	
063-0284	376 Bancroft Way	James E. Seigel IV	
063-0285	374 Bancroft Way	James E. Seigel IV	
063-0286	372 Bancroft Way	James E. Seigel IV	
063-0287	370 Bancroft Way	James E. Seigel IV	
063-0288	368 Bancroft Way	James E. Seigel IV	
063-0289	366 Bancroft Way	James E. Seigel IV	
063-0290	364 Bancroft Way	James E. Seigel IV	
063-0291	362 Bancroft Way	James E. Seigel IV	
063-0292	360 Bancroft Way	James E. Seigel IV	
063-0293	358 Bancroft Way	James E. Seigel IV	
063-0294	356 Bancroft Way	James E. Seigel IV	
063-0295	354 Bancroft Way	James E. Seigel IV	
063-0296	352 Bancroft Way	James E. Seigel IV	
063-0297	350 Bancroft Way	James E. Seigel IV	
063-0298	348 Bancroft Way	James E. Seigel IV	
063-0299	346 Bancroft Way	James E. Seigel IV	
063-0300	344 Bancroft Way	James E. Seigel IV	
063-0301	342 Bancroft Way	James E. Seigel IV	
063-0302	340 Bancroft Way	James E. Seigel IV	
063-0303	338 Bancroft Way	James E. Seigel IV	
063-0304	336 Bancroft Way	James E. Seigel IV	
063-0305	334 Bancroft Way	James E. Seigel IV	
063-0306	332 Bancroft Way	James E. Seigel IV	
063-0307	330 Bancroft Way	James E. Seigel IV	
063-0308	328 Bancroft Way	James E. Seigel IV	
063-0309	326 Bancroft Way	James E. Seigel IV	
063-0310	324 Bancroft Way	James E. Seigel IV	
063-0311	322 Bancroft Way	James E. Seigel IV	
063-0312	320 Bancroft Way	James E. Seigel IV	
063-0313	318 Bancroft Way	James E. Seigel IV	
063-0314	316 Bancroft Way	James E. Seigel IV	
063-0315	314 Bancroft Way	James E. Seigel IV	
063-0316	312 Bancroft Way	James E. Seigel IV	
063-0317	310 Bancroft Way	James E. Seigel IV	
063-0318	308 Bancroft Way	James E. Seigel IV	
063-0319	306 Bancroft Way	James E. Seigel IV	
063-0320	304 Bancroft Way	James E. Seigel IV	
063-0321	302 Bancroft Way	James E. Seigel IV	
063-0322	300 Bancroft Way	James E. Seigel IV	
063-0323	298 Bancroft Way	James E. Seigel IV	
063-0324	296 Bancroft Way	James E. Seigel IV	
063-0325	294 Bancroft Way	James E. Seigel IV	
063-0326	292 Bancroft Way	James E. Seigel IV	
063-0327	290 Bancroft Way	James E. Seigel IV	
063-0328	288 Bancroft Way	James E. Seigel IV	
063-0329	286 Bancroft Way	James E. Seigel IV	
063-0330	284 Bancroft Way	James E. Seigel IV	
063-0331	282 Bancroft Way	James E. Seigel IV	
063-0332	280 Bancroft Way	James E. Seigel IV	
063-0333	278 Bancroft Way	James E. Seigel IV	
063-0334	276 Bancroft Way	James E. Seigel IV	
063-0335	274 Bancroft Way	James E. Seigel IV	
063-0336	272 Bancroft Way	James E. Seigel IV	
063-0337	270 Bancroft Way	James E. Seigel IV	
063-0338	268 Bancroft Way	James E. Seigel IV	
063-0339	266 Bancroft Way	James E. Seigel IV	
063-0340	264 Bancroft Way	James E. Seigel IV	
063-0341	262 Bancroft Way	James E. Seigel IV	
063-0342	260 Bancroft Way	James E. Seigel IV	
063-0343	258 Bancroft Way	James E. Seigel IV	
063-0344	256 Bancroft Way	James E. Seigel IV	
063-0345	254 Bancroft Way	James E. Seigel IV	
063-0346	252 Bancroft Way	James E. Seigel IV	
063-0347	250 Bancroft Way	James E. Seigel IV	
063-0348	248 Bancroft Way	James E. Seigel IV	
063-0349	246 Bancroft Way	James E. Seigel IV	
063-0350	244 Bancroft Way	James E. Seigel IV	
063-0351	242 Bancroft Way	James E. Seigel IV	
063-0352	240 Bancroft Way	James E. Seigel IV	
063-0353	238 Bancroft Way	James E. Seigel IV	
063-0354	236 Bancroft Way	James E. Seigel IV	
063-0355	234 Bancroft Way	James E. Seigel IV	
063-0356	232 Bancroft Way	James E. Seigel IV	
063-0357	230 Bancroft Way	James E. Seigel IV	
063-0358	228 Bancroft Way	James E. Seigel IV	
063-0359	226 Bancroft Way	James E. Seigel IV	
063-0360	224 Bancroft Way	James E. Seigel IV	
063-0361	222 Bancroft Way	James E. Seigel IV	
063-0362	220 Bancroft Way	James E. Seigel IV	
063-0363	218 Bancroft Way	James E. Seigel IV	
063-0364	216 Bancroft Way	James E. Seigel IV	
063-0365	214 Bancroft Way	James E. Seigel IV	
063-0366	212 Bancroft Way	James E. Seigel IV	
063-0367	210 Bancroft Way	James E. Seigel IV	
063-0368	208 Bancroft Way	James E. Seigel IV	
063-0369	206 Bancroft Way	James E. Seigel IV	
063-0370	204 Bancroft Way	James E. Seigel IV	
063-0371	202 Bancroft Way	James E. Seigel IV	
063-0372	200 Bancroft Way	James E. Seigel IV	
063-0373	198 Bancroft Way	James E. Seigel IV	
063-0374	196 Bancroft Way	James E. Seigel IV	
063-0375	194 Bancroft Way	James E. Seigel IV	
063-0376	192 Bancroft Way	James E. Seigel IV	
063-0377	190 Bancroft Way	James E. Seigel IV	
063-0378	188 Bancroft Way	James E. Seigel IV	
063-0379	186 Bancroft Way	James E. Seigel IV	
063-0380	184 Bancroft Way	James E. Seigel IV	
063-0381	182 Bancroft Way	James E. Seigel IV	
063-0382	180 Bancroft Way	James E. Seigel IV	
063-0383	178 Bancroft Way	James E. Seigel IV	
063-0384	176 Bancroft Way	James E. Seigel IV	
063-0385	174 Bancroft Way	James E. Seigel IV	
063-0386	172 Bancroft Way	James E. Seigel IV	
063-0387	170 Bancroft Way	James E. Seigel IV	
063-0388	168 Bancroft Way	James E. Seigel IV	
063-0389	166 Bancroft Way	James E. Seigel IV	
063-0390	164 Bancroft Way	James E. Seigel IV	
063-0391	162 Bancroft Way	James E. Seigel IV	
063-0392	160 Bancroft Way	James E. Seigel IV	
063-0393	158 Bancroft Way	James E. Seigel IV	
063-0394	156 Bancroft Way	James E. Seigel IV	
063-0395	154 Bancroft Way	James E. Seigel IV	
063-0396	152 Bancroft Way	James E. Seigel IV	
063-0397	150 Bancroft Way	James E. Seigel IV	
063-0398	148 Bancroft Way	James E. Seigel IV	
063-0399	146 Bancroft Way	James E. Seigel IV	
063-0400	144 Bancroft Way	James E. Seigel IV	
063-0401	142 Bancroft Way	James E. Seigel IV	
063-0402	140 Bancroft Way	James E. Seigel IV	
063-0403	138 Bancroft Way	James E. Seigel IV	
063-0404	136 Bancroft Way	James E. Seigel IV	
063-0405	134 Bancroft Way	James E. Seigel IV	
063-0406	132 Bancroft Way	James E. Seigel IV	
063-0407	130 Bancroft Way	James E. Seigel IV	
063-0408	128 Bancroft Way	James E. Seigel IV	
063-0409	126 Bancroft Way	James E. Seigel IV	
063-0410	124 Bancroft Way	James E. Seigel IV	
063-0411	122 Bancroft Way	James E. Seigel IV	
063-0412	120 Bancroft Way	James E. Seigel IV	
063-0413	118 Bancroft Way	James E. Seigel IV	
063-0414	116 Bancroft Way	James E. Seigel IV	
063-0415	114 Bancroft Way	James E. Seigel IV	
063-0416	112 Bancroft Way	James E. Seigel IV	
063-0417	110 Bancroft Way	James E. Seigel IV	
063-0418	108 Bancroft Way	James E. Seigel IV	
063-0419	106 Bancroft Way	James E. Seigel IV	
063-0420	104 Bancroft Way	James E. Seigel IV	
063-0421	102 Bancroft Way	James E. Seigel IV	
063-0422	100 Bancroft Way	James E. Seigel IV	
063-0423	98 Bancroft Way	James E. Seigel IV	
063-0424	96 Bancroft Way	James E. Seigel IV	
063-0425	94 Bancroft Way	James E. Seigel IV	
063-0426	92 Bancroft Way	James E. Seigel IV	
063-0427	90 Bancroft Way	James E. Seigel IV	
063-0428	88 Bancroft Way	James E. Seigel IV	
063-0429	86 Bancroft Way	James E. Seigel IV	
063-0430	84 Bancroft Way	James E. Seigel IV	
063-0431	82 Bancroft Way	James E. Seigel IV	
063-0432	80 Bancroft Way	James E. Seigel IV	
063-0433	78 Bancroft Way	James E. Seigel IV	
063-0434	76 Bancroft Way	James E. Seigel IV	
063-0435	74 Bancroft Way	James E. Seigel IV	
063-0436	72 Bancroft Way	James E. Seigel IV	
063-0437	70 Bancroft Way	James E. Seigel IV	
063-0438	68 Bancroft Way	James E. Seigel IV	
063-0439	66 Bancroft Way	James E. Seigel IV	
063-0440	64 Bancroft Way	James E. Seigel IV	
063-0441	62 Bancroft Way	James E. Seigel IV	
063-0442	60 Bancroft Way	James E. Seigel IV	



OVERALL EXISTING CONDITIONS



EXISTING TREE CANOPY:
TOTAL EXISTING CANOPY: 6.54 AC (9.2%)
REQUIRED PRESERVATION: 54% 3.53 AC
TREE CANOPY AREA A: 3.03 AC (ORIGINAL RIZER POINT PROPERTY)
TREE CANOPY AREA B: 3.51 AC (NEW PROPERTY)

SOIL TYPES		
A/B	ARMOUR SILT LOAM	2-5% SLOPES
ArC2	ARMOUR SILT LOAM (ERODED)	5-12% SLOPES
BrC2	BRAXTON CHERTY SILT LOAM (ERODED)	5-12% SLOPES
BsD3	BRAXTON CHERTY SILT LOAM (ERODED)	12-20% SLOPES
Hu	HUNTINGTON SILT LOAM (PHOSPHATIC)	N/A
MbB2	MAURY SILT LOAM (ERODED)	2-5%
MbC2	MAURY SILT LOAM (ERODED)	5-12%

SITE DATA:

PROJECT NAME:

PROJECT NUMBER:

SUBDIVISION:

LOT NUMBER:

ADDRESS:

CITY:

COUNTY:

STATE:

CIVIL DISTRICT:

MAP GROUP, PARCEL NUMBERS:

EXISTING ZONING:

PROPOSED ZONING NEW PARCEL:

CHARACTER AREA OVERLAY:

OTHER APPLICABLE OVERLAYS:

APPLICABLE DEVELOPMENT STANDARD:

TOTAL AREA:

OVERALL DENSITY:

RIZER POINT PUD SUBDIVISION

REZONING REQUEST, REV. 2

6144

RIZER POINT

N/A

DEL RIO PIKE

FRANKLIN, TN

WILLIAMSON

TENNESSEE

14TH CIVIL DISTRICT

MAP 63, PARCEL 3.01 (NEW PARCEL)

S-DR & AG

S-DR (0.57)

WHCO 2 & 3

FFO, FWO

CONVENTIONAL

ORIGINAL RIZER POINT AREA: 35.94 AC

63-000301 (NEW PARCEL) AREA: 35.14 AC

TOTAL AREA: 71.08 AC

1.62 UNITS/AC TOTAL SITE

2.64 UNITS/AC ORIGINAL PUD AREA

0.57 UNITS/AC NEW PROPERTY

1.88 UNITS/AC

2.79 UNITS/AC

24 TOWN HOME (CURRENT RIZER POINT PUD)

71 SINGLE FAMILY HOME (CURRENT RIZER POINT PUD)

20 SINGLE FAMILY HOME (NEW PROPERTY)

N/A

16.68 AC LOT IN RESERVE

26.88 AC OPEN SPACE

5.92 AC ROW

21.52 AC RESIDENTIAL LOTS

TOTAL ACREAGE BY USE, PER SECTION:

SECTION	RESIDENTIAL LOTS	OPEN SPACE	TOTAL
1	3.08 AC	10.57 AC	14.82 AC
2	4.35 AC	0.81 AC	9.24 AC
3	3.30 AC	- AC	4.10 AC
4	3.11 AC	0.93 AC	4.89 AC
5	3.69 AC	14.18 AC	17.87 AC

MINIMUM REQUIRED SETBACK LINES:	SEE LOT DIAGRAMS
OWNER (RIZER POINT MASTER DEVELOPER):	GOODALL INC BUILDERS JACK LUDINGTON 393 MAPLE STREET, SUITE 100 GALLATIN, TN 37066 615-451-5029 jludington@goodallhomes.com
OWNER (PARCEL 3.01):	F-L FARMS 4720 HARPETH PEYTONSVILLE RD THOMPSON STATION, TN 37179
APPLICANT:	GOODALL HOMES 393 MAPLE STREET, SUITE 100 GALLATIN, TN 37066 615-451-5029 JACK LUDINGTON jludington@goodallhomes.com
BUILDING SQUARE FOOTAGE:	1,700 SF - 4,200 SF
BUILDING HEIGHT:	2 STORIES
LANDSCAPE SURFACE RATIO:	.49
MINIMUM LANDSCAPE SURFACE RATIO:	.20
MINIMUM PARKING REQUIREMENT:	2 PER SINGLE FAMILY HOME
MAXIMUM PARKING LIMIT:	N/A
PARKING PROVIDED:	2 PER SINGLE FAMILY HOME
RESIDENTIAL DENSITY:	1.62 DUA (TOTAL SITE)
TREE CANOPY:	6.54 AC (9.2%) EXISTING
PARKLAND (IF APPLICABLE):	DEDICATION OF GREENWAY TRAIL AREA (354,1200 SF) * (80x600 SF) = 90,000 SF 78,000 SF ORIGINAL PUD 12,000 SF REVISION 3 27.04, (49.7% PUD SITE)
OPEN SPACE:	
OPEN SPACE ACREAGE REQUIRED:	15% (10.66 AC)
FORMAL OPEN SPACE REQUIRED:	33% (3.52 AC)
FORMAL OPEN SPACE REQUIRED:	66% (7.04 AC)

LAND USE PLAN COMPLIANCE:
CHARACTER AREA OVERLAY: WHCO 2 & 3
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL

RIZER POINT PUD WAS APPROVED IN AUGUST 2007. THE PROPERTY HAS BOTH SPECIAL AREA 2 AND 3 ON THE PROPERTY. THIS DEVELOPMENT PLAN MAKES NO CHANGE TO THE ORIGINALLY APPROVED RIZER POINT PUD: IT ADDS AN ADDITIONAL PROPERTY TO THE NORTH WITH 20 NEW SINGLE FAMILY LOTS AND OPEN SPACE.

1. THE PROPOSED DEVELOPMENT PLAN IS DESIGNED WITH LOT SIZES CONSISTENT WITH THE APPROVED RIZER POINT PUD AND ADJACENT NEIGHBORHOOD EAST AND SOUTH OF THE PROPOSED NEW PARCEL.
2. NO RETAIL IS PLANNED FOR THIS PROPERTY.

DESIGN CONCEPT
THE ADDITION OF THE NEW PROPERTY TO THE RIZER POINT PUD ALLOWS FOR VIOLA LANE TO EXTEND AND CREATE A VEHICULAR AND PEDESTRIAN CONNECTION TO WEDGEWOOD DRIVE. ADDITIONALLY, LOT LINES FOR THE PROPOSED ADDITION HAVE BEEN PROPOSED TO BE SIMILAR TO THEIR EXISTING, ADJACENT LOTS.

LOCAL COMPATIBILITY
NO CHANGE IS PROPOSED FOR THE EXISTING PUD AREA. THIS REVISION IS TO INCLUDE ADDITIONAL PROPERTY TO THE NORTH EAST. THIS PROPERTY ADDITION IS DESIGNED WITH LOTS CONSISTENT WITH NEIGHBORHOODS ALONG THE DEL RIO PIKE CORRIDOR.

STATEMENT OF IMPACTS
WATER
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN WATER SERVICES. WATER MAIN IS LOCATED ON DEL RIO PIKE.
11" SFI * 350 GPD * 40,250 GPD
SEWER
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN WILL CONNECT INTO PUMP STATION LOCATED ON DEL RIO PIKE.

REPURIFIED (REUSE) WATER FACILITIES
REUSE WATER IS AVAILABLE, AND WILL BE UTILIZED FOR COMMON AREAS OWNED AND MAINTAINED BY THE RIZER POINT HOMEOWNERS ASSOCIATION.

STREET NETWORK
THE MAJOR THROUGHFARE PLAN INDICATES THE FUTURE DEVELOPMENT MACK HATCHER PARKWAY NORTH OF RIZER POINT. PROJECTED TRIPS FOR THIS ADDITION IS 214 TRIPS PER DAY (20 SINGLE FAMILY RESIDENTIAL UNITS @ 10.7 TRIPS PER DAY).

DRAINAGE FACILITIES
THE PROPERTY DRAINS NORTH INTO THE HARPETH RIVER AND WEST INTO THE RETENTION AREA CREATED WITH THE ORIGINAL RIZER POINT PUD.

POLICE AND FIRE
FIRE STATION, HWY 96- 3.6 MILES DRIVING DISTANCE
COLUMBIA AVE, POLICE STATION - 2.06 MILES DRIVING DISTANCE

RECREATION FACILITIES
WILLIAMSON COUNTY RECREATION FACILITY -1.8 MILES FROM THE PROPERTY

PROJECTED STUDENT POPULATION
THE STUDENT POPULATION IS PROJECTED AT A RATE OF ONE STUDENT PER .64 HOMES.
115 X .64 = 73.6 STUDENTS

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

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

- NOTES
1. A PORTION OF THIS PROPERTY FALLS WITHIN A FLOOD HAZARD AREA, ZONE AE, AS DEPICTED ON THE CURRENT FLOOD INSURANCE RATE MAP (FIRM) NUMBERS: 47187C0184F & 47187C0192F, DATED SEPT 2006. ELEVATION VARIES 625.0-625.5.
 2. NO MINERAL RIGHTS ARE HELD BY PARTIES OUTSIDE OF THE OWNER.

RIZER POINT PUD SUBDIVISION
REZONING REQUEST, REVISION 2
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE 37064
COF PROJECT NO. xxxx



rev. date
June 2, 2016

△
△
△
△

MAY 9, 2016

SHEET

C1.1
EXISTING
CONDITIONS

COF no: 6144

CONDITIONS OF APPROVAL:

Planning

[Rizer Point Rezoning_6.2.2016.pdf](#)

1. Zoning

- Applicant shall correct zoning to:

SD-R 0.56

Based on 20 DWU on 35.74 Acres

2. Acreage

- Applicant shall correct site acreage to 35.74 acres per the surveyors description

Comment to June 23 FMPC meeting

Thank you for the opportunity to address the commission on agenda item 16-0513, consideration of ordinance 2016-21, and agenda item 16-0530, consideration of ordinance 2016-30 on the issue of Rizer Point Development Plan Revision and Rezoning, and Development requests.

My name is Eric Pan, and I reside at 1213 Reese Drive, one of five Goodall Rizer Point homes that borders the new property in question.

On May 15th, I was shocked to discover that there is a rezoning request for my neighborhood. My shock was only compounded when I learned the next day that it's going to be right behind my house, and I had already missed the first hearing! The first Goodall representative I spoke with said, "I was surprised I didn't see you there. I thought for sure this would be something you'd be all over on." Even Goodall knew and agreed that this issue would affect me deeply, that I would be actively involved, and that I would have a major stake in the outcome. If I had known, I would have taken every opportunity to be present and address the Commission on April 28th. I had planned on being here tonight in person, and would have been but for my father, a cancer survivor with failing health, who is flying in tonight to see us before he gets too sick to travel.

The next day, May 18th, I spoke with my alderman, Mr. McLendon, and the planning office to see why I wasn't notified about the April meeting. The planning office confirmed that my home, 1213 Reese Drive, was supposed to be notified for the April 28th meeting. However, the addressee list city provided to Goodall accidentally listed my home as still being owned by Goodall. I immediately requested the city to update the records and inform Goodall to correct their records, so I am notified for tonight's meeting and all future meetings.

I want to point out that section 2.3.8.4 of the Franklin Zoning Ordinance placed the entire responsibility of written notification on the applicant. Even though the city mistakenly listed Goodall as the owner of my home, it does not lessen Goodall's obligation to notify me when it has direct knowledge of the truth — Goodall knows that Goodall doesn't own my home, and Goodall knows that it sold me the home at the end of last year. I have also checked with the other 4 homes at Rizer Point that border the new property, and only 3 of 5 had received notice for the prior meeting. Tonight's rezoning request still erroneously identify no less than 8 private homes, including mine, as Goodall properties.

Comment to June 23 FMPC meeting

Since May 19th, I have been trying to meet with Goodall to learn more about their plans and discuss my concerns. We've finally met on the evening of June 20th, and many issues were raised but not resolved. It has taken more than a month just to have a first meeting, and I need more time to understand Goodall's proposal and its implications.

Since I am not at this meeting in person, I want to be explicit to avoid misunderstanding. I want to be clear that I am not accusing Goodall of malice or conspiracy. Nonetheless, the fact remains that someone at Goodall knowingly accepted mistaken information from the city, conveniently overlooked the fact that Goodall no longer owns my home, avoided mailing the public notice to my home, and denied me the right to be notified about this important issue that affects my daily living and my property value.

The public notification process exist to protect and give private property owners time and opportunity to voice their concerns. There was inadequate public notice in this case, and the applicant's responsibility should not be lessened just because of a paperwork error on the city's part when the applicant has direct knowledge of the truth, and when a simple letter of notice to the property address would have fulfilled the applicant's obligation.

As such, I am asking the Commission to restart the hearing process on this rezoning request due to inadequate public notification, so that my neighbors and I have time to understand the plan and impacts to our community, give this matter our full consideration, and discuss our concerns with Goodall, so that other neighbors and stakeholders who are not here tonight won't have their rights and their voices taken away like mine was.

Thank you,

Eric Pan

From: [Mario](#)
To: [Amy Diaz-Barriga](#)
Subject: Items #22, #23; Hillsboro Rd Improvements; Sidewalk Request
Date: Wednesday, June 22, 2016 9:29:53 AM

Date: June 21, 2016

Ms. Amy Diaz-Barriga:

As a resident of the Magnolia Place Subdivision since 1999, I would like to express my opinion regarding the Rizer Point Subdivision's request for expansion of 20 single family homes and the Hillsboro Road improvements now underway.

Let me begin by stating that I am not opposed to the Rizer Point proposal for additional housing. I am delighted that the success of Goodall Inc. Builders has generated additional interest in further expansion of their existing subdivision. Who wouldn't want to live in this wonderful city we call home. Franklin is a coveted area and growth is inevitable.

Equally, I am elated with the Hillsboro Road improvements now underway. They were and are greatly needed and long overdue.

My reason for writing is simply this: Due to the increase in traffic in the subdivisions affected by these endeavors, I would like to propose Safety features be provided for residents.

Sidewalks, for example would be greatly appreciated. There are two elementary schools, one middle school, one high school, and a private school all within a half mile radius of these proposals. Children are forced to walk these narrow and dangerous streets or stand on the corners waiting for the school bus. With the increase of traffic flow the risk to children is multiplied. Please provide sidewalks for our children. My daughter walks to school everyday during the school year and the traffic projected in the fall causes me great concern.

Additionally, along with sidewalks, the improvement for rain water drains would be a welcoming upgrade to our neighborhoods. The drainage improvements made on Del Rio Pike a few years ago have been appreciated, the only disappointment was that the development fell short of including Del Rio Court.

Thank you for your attention to my concerns.

Mrs. Lupe Veloz
1009 Del Rio Court
Franklin, TN 37064
Phone 615-879-8260
Email: veloz6@msn.com

Comment to June 23, 2016 FMPC Meeting

Thank you for the opportunity to address the commission on the following agenda items. . .

- 1) Item #22 (File 16-0513), consideration of ordinance 2016-21, on the issue of Rizer Point Development Plan Revision and Rezoning request.
- 2) Item #23 (File 16-0630), consideration of resolution 2016-30, on the proposal from Goodall Homes for a Phase 5 development plan on property discussed on item #22

My name is Jeff Brodoski, and I reside at 5002 Viola Lane, one of the Goodall Rizer Point homes that will be greatly impacted by the new Phase 5 development proposal. We are a family of 5 with 3 kids under the age of 10 and a pet dog.

First, let me state my family's position on the above items #22 and #23. We strongly oppose both proposal, especially the resolution 2016-30 proposal from Goodall Homes to develop a phase 5 expansion of Rizer Point. This proposed expansion of the neighborhood dramatically alters the environment that we bought into on July 2015.

We moved to Franklin in September 2008, spending almost 7 years in Villages of Clovercroft. In 2015 we wanted to find a home that was closer to school, had less traffic, was quieter, was safer, and was more private. Rizer Point provided us with a very nice and new neighborhood that was closer to school and was a smaller subdivision. What sold us on the home was that we were able to get a lot in the back corner Rizer Point, which gave us the **privacy, quietness, very low traffic, and safety** that we coveted in a new home.

Below is a picture of where our lot is within Rizer Point . . .



This proposal to expand our neighborhood into the wooded area does the following to why we bought our home . . .

- Reduces Safety by adding traffic in front of our house. As you can see, right now we only have 1 neighbor (not developed yet in this picture, but sits between us and tree line) that needs to drive past our house to get home.
- Quietness – adding 20 homes will obviously create more noise than we have now. The biggest noisemakers now are the birds and other animals that live in the wooded area. IN ADDITION, Goodall's proposal to have a playground right next to our neighbors yard will add even more noise.
- The view – right now we have a very nice view looking out the North side of our home into the wooded area. While the proposal does keep the tree line, the view would still be somewhat impacted in a negative way, especially with the playground there.
- Privacy – it goes without saying that by adding 20 additional homes in our corner of Rizer Point will definitely reduce our level of privacy.
- Home value – I have bought and sold 4 homes over the past 13 years, one thing I know for sure is that our home value will take a hit during the 2+ years it will take Goodall to prep land, develop the streets, sell and build the homes. While our home value will likely recover, the recovery will be delayed and it will be slower than if this proposal did not occur. The selling points that go away due to this proposal will greatly impact the home value recovery.
 - o In fact, the impact on our home value in the next 5 years would conservatively be \$15,000-\$20,000. That assumes losing a modest 1.0-1.5% increase each year.
- Construction – while not permanent, our home will be dealing with construction traffic for at least 2 years, and every single vehicle will have to pass our driveway to get to the Phase 5 expansion. This will greatly reduce the ability for our young kids, and 8 other young kids next to us, to play outdoors together the way they do now.

So it is easy to see why my family does not support this expansion, and you will see by the comments made during the meeting and written that other neighbors oppose this plan as well.

Please also keep in mind that not only did we buy our home for the reasons above, we also paid the highest lot premium (\$15,000) in Rizer Point to attain all of these reasons to purchase. While the long term impact on our home environment is the most important thing, I do not take it lightly when someone tries to take away what we paid for.

Which brings me to the bigger picture question I have for the City of Franklin and Goodall Homes . . .

The incentive from Goodall Homes is understood, they are a business and they stand to profit a few million from this expansion. BUT, I must mention that myself and all the other neighbors around me were told last year that Goodall has no plans to expand into the land (land subject in Item #22), and that Goodall could not build there if they wanted to because of the flood zones. This is one of the major reasons that neighbors are upset about this plan.

As for the City of Franklin, if you were to accept this proposal, the only incentive I can think of is more tax revenue. And by my estimates the city would gain about \$75-85,000 in tax revenue each year from these 20 homes. This proposal would do nothing to enhance your city, it would make several of your current residents unhappy, and it would destroy quiet land that really poses no strategic advantage for a potential builder. If you look at the land in question on item #22, it lies between Harpeth river, Rizer Point, and another established neighborhood that has been in existence since the 70's and early 80's.

I ask the City of Franklin, is it really worth the extra tax revenue to accept a plan that does not enhance your city and only upsets existing residents?

My family and I are hopeful that you will say no to this question and reject the proposed items #22 and #23.

Thank you for allowing us the opportunity to voice our concerns,

A handwritten signature in black ink, appearing to read "Jeff Brodoski". The signature is fluid and cursive, with the first name "Jeff" being more prominent than the last name "Brodoski".

Jeff Brodoski

5002 Viola Lane, Franklin, TN 37069

Agenda # 22
Re: Rizer Point Rezoning

City of Franklin Planning Commission,

I write to you today as a 30-year resident of Franklin, Tennessee who currently resides on Wedgewood Drive. I have multiple concerns about the proposed plans to rezone and develop the property north of Del Rio Pike and East of Del Rio Court.

My first concern is that this land should not be rezoned from agricultural to residential due to the implications for surrounding homes and the Harpeth River. As an avid kayaker, I am very familiar with the stretch of river that runs adjacent to this property as well as other portions of the river downstream. I understand that Goodall Homes plans to “dig out” an area equal to 125% of the flood plain that they are developing, however this does not compensate for the effects created by changing this landscape. First, when this land is converted from a pasture to development, the rain will no longer soak into the ground and then gradually percolate to the nearby river. Instead, it will immediately rush into the storm drains and the river at high speeds, washing away banks and vegetation. This flow of water will continue downstream at a rapid pace, putting stress and unnecessary wear and tear on bridges that are already aging, specifically the bridge at Cotton Lane. The long term implications of changing the landscapes will only lead to more cost for the city and the tax payers when these bridges are in need of repair and Goodall homes has already moved on to their next project.

The implications of changing this flood plain on surrounding homes should also be obvious to anyone who lived in Franklin during the 2010 flood, when this property and the adjacent neighborhood of Rebel Meadows were underwater. Many homes were completely destroyed and some have yet to be fully repaired due to the financial implications for these families. Leaving this property as an agricultural zone allows more absorption of water, slower runoff, and less impact on existing homeowners if the river were to rise to similar flood levels again. The addition of pavement and houses for Rizer Point would certainly divert more water into Rebel Meadows due to it's lower lying geography, so the increased risk you are placing on the existing home owners should not be ignored. Additionally, you must take responsibility that your decision also impacts neighborhoods downstream likely causing increased flooding in Fieldstone Farms, CottonWood, and the wastewater treatment plant behind Cottonwood.

I will conclude by reassuring you that I am not against developments in Franklin. We moved to Cottonwood when I was 5 years old and I watched as Fieldstone Farms, Mach Hatcher, and every other development create the town that I still call home. I appreciate the way our city scrutinizes developments and holds residential and commercial builders to high standards. However, I believe your role as the planning commission involves weighing the pros and cons of each application. In this scenario, I do not think the revenue generated by 20 additional homes in a flood plain will outweigh the environmental impact and threat of loss that will be placed on existing residents of your county.

Thank you for your consideration and please contact me directly for further discussion of this or related topics.

Jennifer Dunn, LCSW
(615) 218-8826
jennmdunn@gmail.com

1135 Wedgewood Drive Franklin, TN 37069



YOUR *Dream* STARTS HERE

July 21, 2016

Franklin Planning Department
Franklin City Hall
109 3rd Ave. South, Suite 120
Franklin, TN 37064

Dear Planning Commissioners,

This letter is in reference to the steps that have been taken, on behalf of Goodall Homes, as we go through the process of entitlement for a proposed section of 20 lots at the Rizer Point community, in Franklin. As we start a possible development we understand the feedback from the existing and surrounding community is vital in establishing a good plan. As you well know while it is challenging to address the concerns and request of everyone, it is important to have a thoughtful process and implement those suggestions that are both reasonable and improve the plan. We have had multiple meetings with homeowners of Rizer Point, both as a group and individually. In each of these meetings we have listened to concerns and suggestions. While this process has taken a considerable amount of time, it has ultimately provided us with information that we believe improves the overall plan for Rizer Point. Listed below is a list of items that Goodall Homes has agreed to provide within the plan, based on the community feedback.

1. Goodall Homes will add a significant landscape buffer between existing homeowners and the new section to provide separation and privacy between the two sections.
2. Within the new section, Goodall Homes will be shifting the original lot layout further away from the existing community to provide more distance between the two sections.
3. Goodall Homes will add a playground within the new section that will serve the entire Rizer Point Community.
4. Goodall Homes will add a walking trail to connect the playground to the existing community. In addition, walking trails will be added along the river. The walking trail system will serve the entire community.
5. Goodall Homes recommends adding traffic calming features entering into the new 20 lot section to minimize the effects of traffic.
6. Finally, we identified nine homeowners that we felt were directly impacted by the new section (Those home owners that back directly to the development) and partially impacted by the new section (Those home owners that are along the traffic route of the new section) and met with each individually. In those meetings we offered to refund the full lot premium for those directly impacted and refund ½ of the lot premium for those impacted partially. While we feel like each of these lots still warrants a premium for its location, we felt that since the homeowners bought prior to the proposed section being discussed that this was the right step to take.

As I mentioned before, while it difficult at times to meet the request of every homeowner, I believe that Goodall Homes as taken the steps to listen intently to the community and offer multiple enhancements for the community. I want to personally thank each of you for your time and consideration in this matter.

Sincerely,

Chris O'Neal
Chief Sales Officer
Goodall Homes
615.681.4335
coneal@goodallhomes.com



393 Maple Street, Suite 100 • Gallatin, TN 37066 | 615.451.5029 | www.GoodallHomes.com

2014 Builder of the Year by Professional Builder Magazine. Options, room sizes and porch configurations may vary per plan and/or community and are subject to change.





August 4, 2016

YOUR *Dream* STARTS HERE

Mr. Josh King
Planning and Sustainability Department
City of Franklin
109 Third Avenue South
Franklin, TN 37064
August 4, 2016

RE:COF Rizer Point PUD Subdivision,Rezoning and development plan
COF no: 6144

Dear Josh:

We respectfully request that the above referenced application be withdrawn.

Very truly yours,

Jack Ludington, P.E.
Vice President of Development



RIZER POINT PUD SUBDIVISION, DEVELOPMENT PLAN, REVISION 3
 RESOLUTION 2016-30
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 6/23/2016

Site

<UND><BOL>Project Information</BOL></UND>

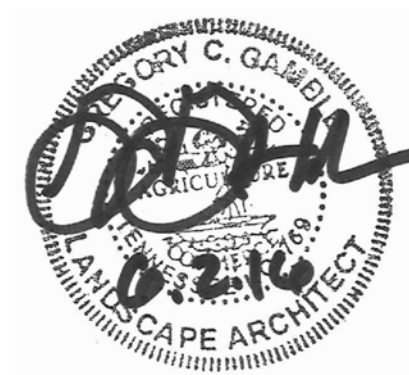
Existing Zoning: Agricultural (AG)
 Proposed Zoning: SD-R 0.56
 Existing Land Use: Vacant
 Proposed Land Use: Detached Residential
 Character Area: WHCO-2 & WHCO - 3
 Development Standard: Conventional
 Other Overlays: FFO, FWO
 Site Acreage: 35.14 acres
 Proposed Number of Dwelling Units: 20
 Proposed Building Height: 2 stories

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



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.
 All data and materials (c) copyright 2016. All rights reserved.



rev.	date
1	JUNE 2, 2016

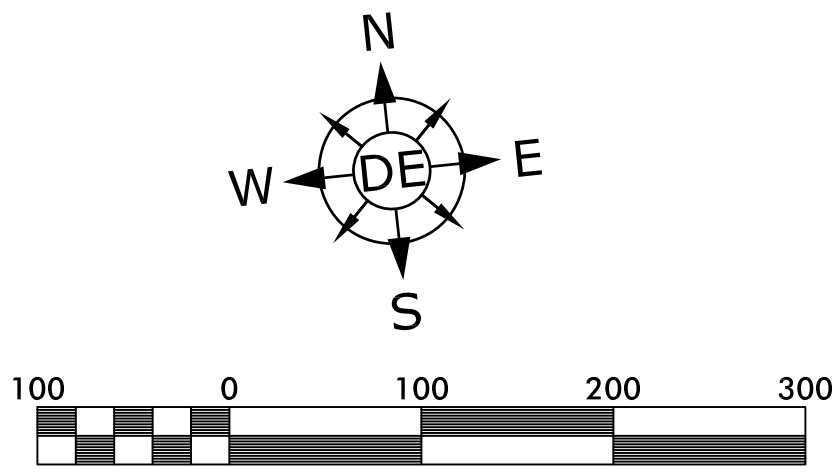
MAY 9, 2016

- TYPICAL ARCHITECTURE NOTES:
1. SINGLE FAMILY DETACHED HOMES DESIGNED FOR LOTS WITH GARAGE ACCESSED FROM THE FRONT-FACING STREET WITH GARAGE ATTACHED.
 2. ONE TO TWO STORIES IN HEIGHT.
 3. MATERIALS INCLUDE BRICK, SIMULATED STONE, CEMENTATIOUS SIDING, AND ARCHITECTURAL SHINGLES.
 4. GARAGE IS SETBACK 10 FEET FROM THE FRONT FASCAD.
 5. DRIVEWAY IS A MINIMUM OF 22' FROM THE SIDEWALK TO THE GARAGE DOORS.
 6. ALL TWO CAR GARAGES SHALL HAVE TWO GARAGE DOORS WITH A MAXIMUM WIDTH OF 9' WIDE WITH A 2 FOOT MINIMUM SEPERATION BETWEEN.

S H E E T

C2.1

TYPICAL
ARCHITECTURE



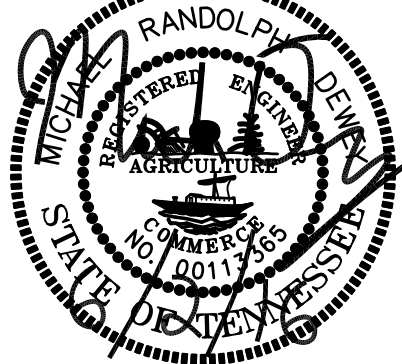
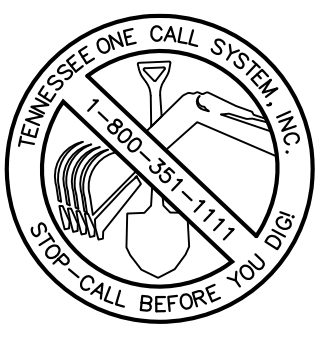
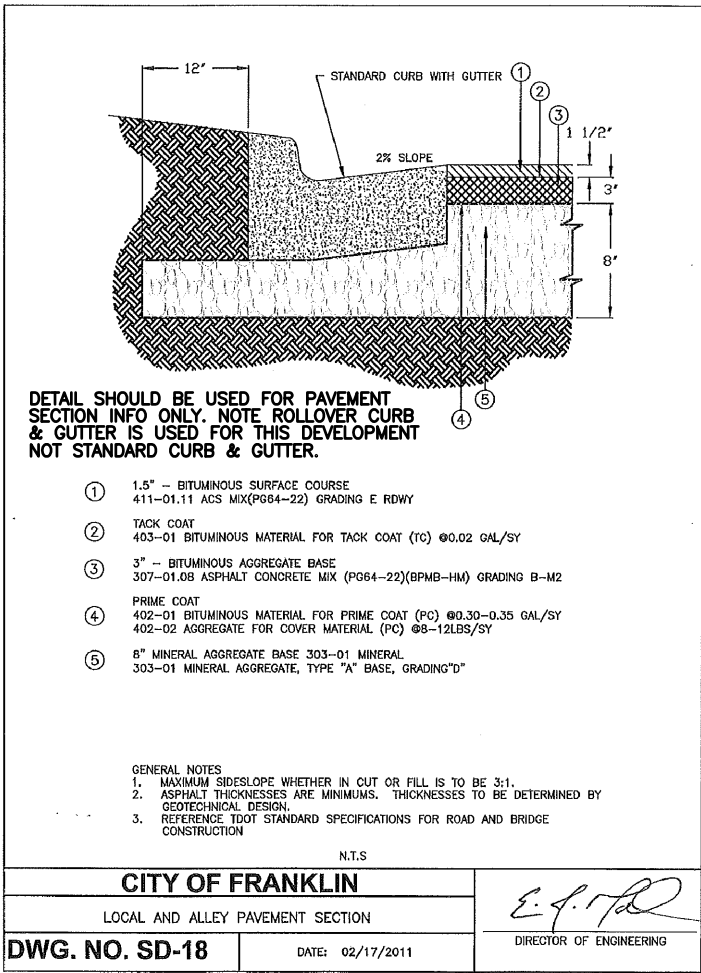
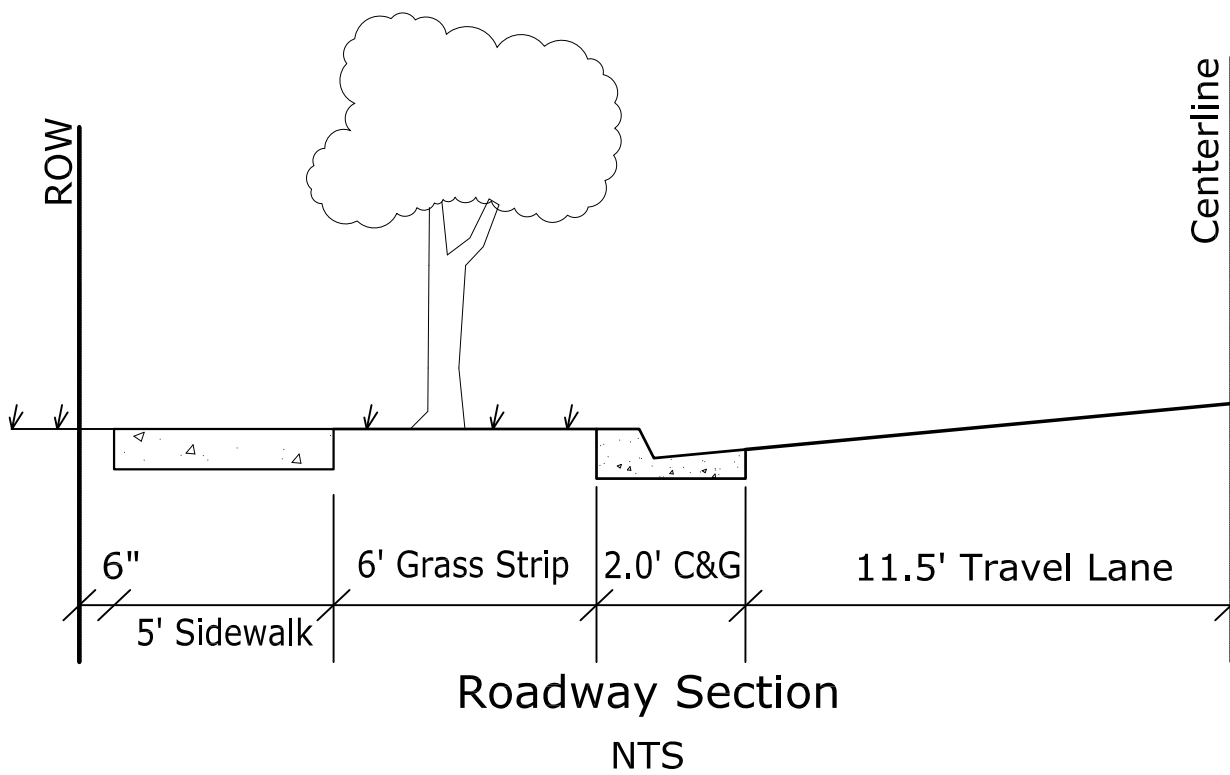
Scale 1" = 100'
Total Site Area = 68.5 ac
Section 5 Area = 35.5 ac

Engineer
Dewey Engineering
Contact: Michael Dewey, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 401-9956
E-mail: mdewey@dewey-engineering.com

Developer
Goodall Inc. Builders
Contact: Jack Ludington
393 Maple Street #100
Gallatin, TN 37066
Phone: (615) 451-5029
Fax: (615) 451-4029

Flood Note
A Portion of this Property is Located Within a Flood Hazard Area, Zone AE, As Shown on Map Panel Number 47187C0184F & 47187C0192F.
Dated Sept. 29, 2006.
Elev. Varies: 625.3-625.6
*Note: Preliminary FIRM
Dated: August 29, 2014
100 Year Floodplain Elevation 625.0

Site Benchmark
Tag Bolt of Existing Fire Hydrant Located Near the Southeast Corner of the Subject Property, Approximately 100 feet West of the Terminus of Del Rio Court. NGVD Elevation 651.12.



Revisions:

Drawing Notes:
COF Project # 6145

Date: June 2, 2016

Rizer Point PUD

Section 5 Development Plan

Being Parcel 1.09 on Tax Map 63
Franklin, Williamson County, Tennessee

DEWEY
ENGINEERING

Overall ROW & Access Plan

C4.0

RIZER POINT PUD SUBDIVISION DEVELOPMENT PLAN

REVISION 3

ADDITION OF PROPERTY IDENTIFIED AS MAP 63, PARCEL 3.01 TO THE RIZER POINT PUD
FRANKLIN, TENNESSEE

OWNER/APPLICANT:
GOODALL INC, BUILDERS
393 MAPLE STREET, SUITE 100
GALLATIN, TN 37066
JACK LUDINGTON
615.451.5029

PLANNER/LANDSCAPE ARCHITECT
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE
greggamble209@gmail.com
615.975.5765
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN TN 37064

CIVIL ENGINEER:
DEWEY ENGINEERING
MICHEAL DEWEY
2925 BERRY HILL DRIVE
NASHVILLE, TENNESSEE 37204
615.401-9956
mdewey@dewey-engineering.com



REVISION 3 SUMMARY:

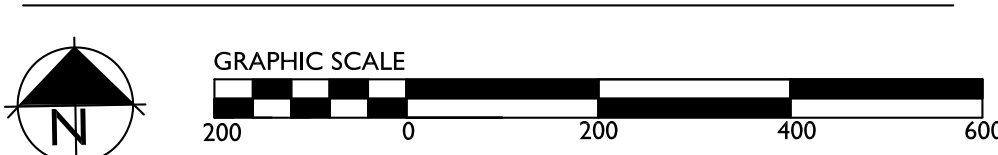
This Development Plan Revision is to include a new Section, Section 5 to the overall PUD. Section 5 is an additional parcel (+/-35.14 AC) and 20 new single family detached homes. The other four sections of the original Rizer Point PUD have approved Site Plans and are either in construction or complete. No change is proposed to Sections 1 - 4.

INDEX OF SHEETS

SHEET	DESCRIPTION
C	COVER SHEET AND LOCATION MAP
C 1.0	OVERALL EXISTING CONDITIONS
C 1.1	EXISTING CONDITIONS
C 2.0	OVERALL DEVELOPMENT PLAN
C 2.1	TYPICAL ARCHITECTURE
C 3.0	OVERALL GRADING & DRAINAGE
C 4.0	OVERALL ROW & ACCESS PLAN
C 4.1	AUTO-TURN EXHIBIT
C 5.0	OVERALL UTILITY PLAN



COF # 6145
MAY 9, 2016
REVISED: JUNE 2, 2016



PANEL	PROF. STAFF	OWNER	OWNER2
0000000000	2700 ST DR	Queen Owen Reese	
0000000000	2800 DR NO Rk	Fouderne Poole HOA	
0000000000	DEL RD PK	Zang Hong Wang	
0000000000	1100 DEL RD	Temessene Valley Authority	
0000000000	2900 DEL RD	Franklin H. Jones	
0000000000	547 Bancroft Way	James Robert Bowen	Deborah Lyn Bowen
0000000000	547 Bancroft Way	James Robert Bowen	Hannah B. Bowen
0000000000	547 Bancroft Way	James Robert Bowen	Sandra Bennett
0000000000	547 Bancroft Way	Joe Lee Bennett	
0000000000	547 Bancroft Way	William M Sweeney	
0000000000	547 Bancroft Way	Timothy A. Sweeney	Marian Parker
0000000000	538 Bancroft Way	Nancy Samuel	Ann Samuel
0000000000	547 Bancroft Way	Xinyu Cao	Yan Cao
0000000000	534 Bancroft Way	Shedick Wright	Rockelle Wright
0000000000	534 Bancroft Way	Charles L. Wright	Angela L. Gantt
0000000000	359 Astor Way	Kerita Davis	
0000000000	359 Astor Way	Rolling Hills Prop. LLC	
0000000000	359 Astor Way	Blanche M. Davis	
0000000000	359 Astor Way	Yan-Ai Davis	
0000000000	359 Astor Way	Blanche A. Muntari	
0000000000	704 Astor Way	Joanne L. Muntari	Sreedhara Bhanumati
0000000000	709 Amherst Ct	David A. Muntari	
0000000000	709 Amherst Ct	Angela Marie Powell	Bethany Cole
0000000000	709 Amherst Ct	Justin Hill	Christopher Aaron Powell
0000000000	702 Amherst Ct	Rajeev Potluri	
0000000000	APR 2015 15000	Bayview Homeowner LLC	
0000000000	352 Astor Way	Keth Ewellette Smith	
0000000000	352 Astor Way	Buchanan Smith	
0000000000	352 Astor Way	Ronald J. Tolson	
0000000000	352 Astor Way	Kenny Jay Coleman	Kim H Hill
0000000000	352 Astor Way	Chiquita Smith	
0000000000	352 Astor Way	City of Franklin	John H Harris
0000000000	352 Astor Way	Mike S. Harris	PO BOX 300
0000000000	352 Astor Way	Victor M. Mendez	Nancy Broughall
0000000000	352 Astor Way	Benjamin J. Harris	Charles E. Mendez
0000000000	331 Astor Way	Mccorkle T & S Family Trust	Nancy Rapp
0000000000	331 Astor Way	Camille L. Harris	
0000000000	331 Astor Way	Paul V. (Sikoni)	
0000000000	331 Astor Way	Kim Hubbard	Winifred V Hubbard
0000000000	600 Dunbrook Ct	Henry J. Spiegel IV	John J Spiegel
0000000000	602 Dunbrook Ct	Timothy J. Forbes	Hannah S. Spawt
0000000000	1103 Woodglen Dr	Ronald C. Forbes	Ann G Forbes
0000000000	1103 Woodglen Dr	Robert C. Forbes	Patricia A Forbes
0000000000	1103 Woodglen Dr	Roger E. Patterson	Robert E. Patterson
0000000000	1103 Woodglen Dr	Robert E. Patterson	Robert E. Patterson
0000000000	1118 Woodglen Dr	Heather Jonathan Eason	Magdalene Ann Eason
0000000000	1118 Woodglen Dr	Paula Patricia Eason	Tatiana Patterson
0000000000	1103 Woodglen Dr	Pensco Trust Company Custodian	
0000000000	1104 Woodglen Dr	Scott H Moore	Myra L Moore
0000000000	1104 Woodglen Dr	Genaro R. Moore	Helen S Moore
0000000000	805 Edwards Dr	Dave W Sanders	Janice L Sanders
0000000000	803 Edwards Dr	James E. Bough	
0000000000	789 Edwards Dr	Andrew Family Partnership	Mayra R Bough
0000000000	789 Edwards Dr	Bradley J. Bough	Carolina A. Delacorte Christensen
0000000000	Hillsboro Rd	Anderson Family Partnership	
0000000000	1103 HILLSBORO RD	ANDERTON FAMILY PARTNERSHIP	
0000000000	HILLSBORO RD	ANDERTON FAMILY PARTNERSHIP	
0000000000	DEL RD	F. J. FARRINGTON	
0000000000	2500 DEL PK	RETLER IYAN	RETLER IYAN
0000000000	1109 HILLSBORO RD	GLEN H. HARRIS JR	GLEN H. HARRIS JR
0000000000	1109 HILLSBORO RD	NORTON ALDEN B	NORTON ALDEN B
0000000000	1109 HILLSBORO RD	RETLER ROBERT CYCLE JR	RETLER ROBERT CYCLE JR
0000000000	1109 HILLSBORO RD	PAUL J. HARRIS JR	PAUL J. HARRIS JR
0000000000	517 CRAFTON AVE	SAMS TIMOTHY A	SAMS AIME
0000000000	515 CRAFTON AVE	CATHER ROBERT DALE JR	CATHER SHARON
0000000000	515 CRAFTON AVE	MAURICE A. HARRIS JR	MAURICE A. HARRIS JR
0000000000	513 VICTORIA DR	CAGLE DERRILL E	CAGLE DERRILL E
0000000000	513 VICTORIA DR	SCOTT L. HARRIS JR	SCOTT L. HARRIS JR
0000000000	514 CRAFTON AVE	SMITHSON OVELLAS S TR	SMITHSON OVELLAS S TR
0000000000	512 VICTORIA DR	CLAYTON HARRIS JR	CLAYTON HARRIS JR
0000000000	514 REBEL CTR	CAMP FRANK A B	CAMP FRANK A B
0000000000	512 VICTORIA DR	STATE OF TENNESSEE	STATE OF TENNESSEE
0000000000	519 VICTORIA DR	STATE OF TENNESSEE	STATE OF TENNESSEE
0000000000	519 VICTORIA DR	SWIFT RICHARD GENE	SWIFT RICHARD GENE
0000000000	519 VICTORIA DR	STATE OF TENNESSEE	STATE OF TENNESSEE
0000000000	519 VICTORIA DR	STATE OF TENNESSEE	STATE OF TENNESSEE
0000000000	519 VICTORIA DR	STATE OF TENNESSEE	STATE OF TENNESSEE
0000000000	519 VICTORIA DR	CHRISTIANSEN BRADLEY R	CHRISTIANSEN BRADLEY R
0000000000	519 VICTORIA DR	CHRISTIANSEN BRADLEY R	CHRISTIANSEN BRADLEY R
0000000000	519 VICTORIA DR	DOBBINS NORMAN WADE	DOBBINS NORMAN WADE
0000000000	519 VICTORIA DR	ARLISAN HARRIS	ARLISAN HARRIS
0000000000	519 VICTORIA DR	TERRY BILLIE G	TERRY BILLIE G
0000000000	519 VICTORIA DR	JOHNS KAREN L	JOHNS K

(35x1200 SF) + (60x600 SF) = 90,000 SF
 79,000 SF ORIGINAL PUD
 12,000 SF REVISION 3
 27.04, (49.7% PUD SITE)
 OPEN SPACE:
 OPEN SPACE ACREAGE REQUIRED: 15% (10.85 AC)
 FORMAL OPEN SPACE REQUIRED: 33% (3.52 AC)
 FORMAL OPEN SPACE REQUIRED: 66% (7.04 AC)

Commencing at the point of beginning, point being the Northeastern property line of the land conveyed to Ryan and Krystin Lemmon, of record in Deed Book 6534, Page 854, R.O.W.C., TN, Point also being along the westerly margin of the Viola Lane Right of Way;

Thence, N 75° 28' 11" W for a distance of 228.99 feet to a point on a line.

Thence, N 75° 28' 09" W for a distance of 32.25 feet to a point on a line.

Thence, N 00° 30' 49" E for a distance of 505.70 feet to a point on a line.

Thence, N 03° 37' 49" E for a distance of 362.80 feet to a point on a line.

Thence, N 29° 37' 49" E for a distance of 519.50 feet to a point on a line.

Thence, N 42° 12' 49" E for a distance of 318.00 feet to a point on a line.

Thence, N 40° 20' 49" E for a distance of 300.00 feet to a point on a line.

Thence, N 50° 04' 49" E for a distance of 300.00 feet to a point on a line.

Thence, S 26° 33' 27" E for a distance of 172.40 feet to a point on a line.

Thence, S 03° 59' 27" E for a distance of 169.00 feet to a point on a line.

Thence, S 02° 50' 33" W for a distance of 1829.84 feet to a point on a line.

Thence, N 83° 36' 11" W for a distance of 439.04 feet to a point on a line.

Thence N 75° 28' 11" W a distance of 238.86 feet to the point of beginning and containing 35.74 acres more or less.

NOTES

1. A PORTION OF THIS PROPERTY FALLS WITHIN A FLOOD HAZARD AREA, ZONE AE, AS DEPICTED ON THE CURRENT FLOOD INSURANCE RATE MAP (FIRM) NUMBERS 47187C0184F & 47187C0192F, DATED SEPT 2006. ELEVATION VARIES 625.0-625.5.

2. NO MINERAL RIGHTS ARE HELD BY PARTIES OUTSIDE OF THE OWNER.

NOTES

1. A PORTION OF THIS PROPERTY FALLS WITHIN A FLOOD HAZARD AREA, ZONE AE, AS DEPICTED ON THE CURRENT FLOOD INSURANCE RATE MAP (FIRM) NUMBERS 47187C0184F & 47187C0192F, DATED SEPT 2006. ELEVATION VARIES 625.0-625.5.

2. NO MINERAL RIGHTS ARE HELD BY PARTIES OUTSIDE OF THE OWNER.



rev. date
 1. JUNE 2, 2016

 MAY 9, 2016

S H E E T

C1.0

OVERALL EXISTING
CONDITIONS



OVERALL EXISTING CONDITIONS



SITE DATA:

PROJECT NAME:	ORIZER POINT PUD SUBDIVISION DEVELOPMENT PLAN, REV. 3
PROJECT NUMBER:	6145
SUBDIVISION:	ORIZER POINT
LOT NUMBER:	N/A
ADDRESS:	DEL RIO PIKE
CITY:	FRANKLIN, TN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	14TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	MAP 63, PARCEL 3.01 (NEW PARCEL)
EXISTING ZONING:	S-DR & AG
PROPOSED ZONING NEW PARCEL:	S-DR (0.57)
CHARACTER AREA OVERLAY:	VHCO 2 & 3
OTHER APPLICABLE OVERLAYS:	FFO, FWO
APPLICABLE DEVELOPMENT STANDARD:	CONVENTIONAL
TOTAL AREA:	ORIGINAL RIZER POINT AREA: 35.94 AC 63-000301 (NEW PARCEL) AREA: 35.14 AC TOTAL AREA: 71.08 AC
OVERALL DENSITY:	1.62 UNITS/AC TOTAL SITE 2.64 UNITS/AC ORIGINAL PUD AREA 0.57 UNITS/AC NEW PROPERTY

MINIMUM REQUIRED SETBACK LINES:
SEE LOT DIAGRAMS

OWNER (ORIZER POINT MASTER DEVELOPER)	GOODALL INC BUILDERS
CONTACT ADDRESS	JACK LUDINGTON 393 MAPLE STREET, SUITE 100 GALLATIN, TN 37066 615-451-5029 judington@goodallhomes.com
OWNER (PARCEL 3.01)	F-L FARMS
ADDRESS	4720 HARPEH PEYTONSVILLE RD THOMPSON STATION, TN 37179
APPLICANT:	GOODALL HOMES
ADDRESS	393 MAPLE STREET, SUITE 100 GALLATIN, TN 37066 615-451-5029 judington@goodallhomes.com
OFFICE PHONE	
CONTACT	JACK LUDINGTON
EMAIL ADDRESS	judington@goodallhomes.com

BUILDING SQUARE FOOTAGE:	1,700 SF - 4,200 SF
BUILDING HEIGHT:	2 STORIES
LANDSCAPE SURFACE RATIO:	.49
MINIMUM LANDSCAPE SURFACE RATIO:	.20
MINIMUM PARKING REQUIREMENT:	2 PER SINGLE FAMILY HOME
MAXIMUM PARKING LIMIT:	N/A
PARKING PROVIDED:	2 PER SINGLE FAMILY HOME
RESIDENTIAL DENSITY:	1.62 DUA (TOTAL SITE)
TREE CANOPY:	6.54 AC (9.2%) EXISTING
PARKLAND (IF APPLICABLE):	DEDICATION OF GREENWAY TRAIL AREA (58x1200 SF) + (60x600 SF) = 90,000 SF 78,000 SF ORIGINAL PUD 12,000 SF REVISION 3 27.04, (49.7% PUD SITE)
OPEN SPACE:	
OPEN SPACE ACREAGE REQUIRED:	15% (10.66 AC)
FORMAL OPEN SPACE REQUIRED:	33% (3.52 AC)
FORMAL OPEN SPACE REQUIRED:	66% (7.04 AC)

EXISTING TREE CANOPY:

TOTAL EXISTING CANOPY:	6.54 AC (9.2%)
REQUIRED PRESERVATION:	54%, 3.53 AC
TREE CANOPY AREA A:	3.03 AC (ORIGINAL RIZER POINT PROPERTY)
TREE CANOPY AREA B:	3.51 AC (NEW PROPERTY)

SOIL TYPES

ArB	ARMOUR SILT LOAM	2-5% SLOPES
ArC2	ARMOUR SILT LOAM (ERODED)	5-12% SLOPES
BcC2	BRAXTON CHERTY SILT LOAM (ERODED)	12-20% SLOPES
BsD3	BRAXTON CHERTY SILT LOAM (ERODED)	12-20% SLOPES
Hu	HUNTINGTON SILT LOAM (PHOSPHATIC)	N/A
MbB2	MAURY SILT LOAM (ERODED)	2-5%
MbC2	MAURY SILT LOAM (ERODED)	5-12%

LEGAL DESCRIPTIONS:

LEGAL DESCRIPTION OF NEW PROPERTY, TO BE REZONED

The following legal description is for property in Williamson County, City of Franklin, TN, located on the lands of F-L Farms, LLC, of record in Deed Book 4530, Page 178, R.O.W.C., TN. Property is also described as Parcel 3.01 on Map 63.

Commencing at the point of beginning, point being the Northeastern property line of the land conveyed to Ryan and Krystin Lemmon, of record in Deed Book 6534, Page 854, R.O.W.C., TN, Point also being along the westerly margin of the Viola Lane Right of Way;

Thence, N 75° 28' 11" W for a distance of 228.99 feet to a point on a line.

Thence, N 75° 28' 09" W for a distance of 32.25 feet to a point on a line.

Thence, N 00° 30' 49" E for a distance of 505.70 feet to a point on a line.

Thence, N 03° 37' 49" E for a distance of 362.80 feet to a point on a line.

Thence, N 29° 37' 49" E for a distance of 519.50 feet to a point on a line.

Thence, N 42° 12' 49" E for a distance of 318.00 feet to a point on a line.

Thence, N 40° 20' 49" E for a distance of 300.00 feet to a point on a line.

Thence, N 50° 04' 49" E for a distance of 300.00 feet to a point on a line.

Thence, S 26° 33' 27" E for a distance of 172.40 feet to a point on a line.

Thence, S 03° 59' 27" E for a distance of 169.00 feet to a point on a line.

Thence, S 02° 50' 33" W for a distance of 1829.84 feet to a point on a line.

Thence, N 83° 36' 11" W for a distance of 439.04 feet to a point on a line.

Thence N 75° 28' 11" W a distance of 238.86 feet to the point of beginning and containing 35.74 acres more or less.

NOTES

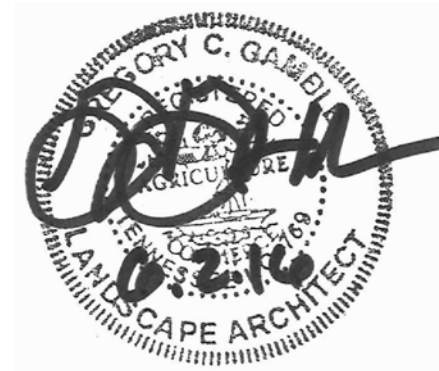
1. A PORTION OF THIS PROPERTY FALLS WITHIN A FLOOD HAZARD AREA, ZONE AE, AS DEPICTED ON THE CURRENT FLOOD INSURANCE RATE MAP (FIRM) NUMBERS 47187C0184F & 47187C0192F, DATED SEPT 2006, ELEVATION VARIES 625.0-625.5.
2. NO MINERAL RIGHTS ARE HELD BY PARTIES OUTSIDE OF THE OWNER.



GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

ORIZER POINT PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 3
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE 37064

COF PROJECT NO. xxxx



rev. date

1 June 2, 2016

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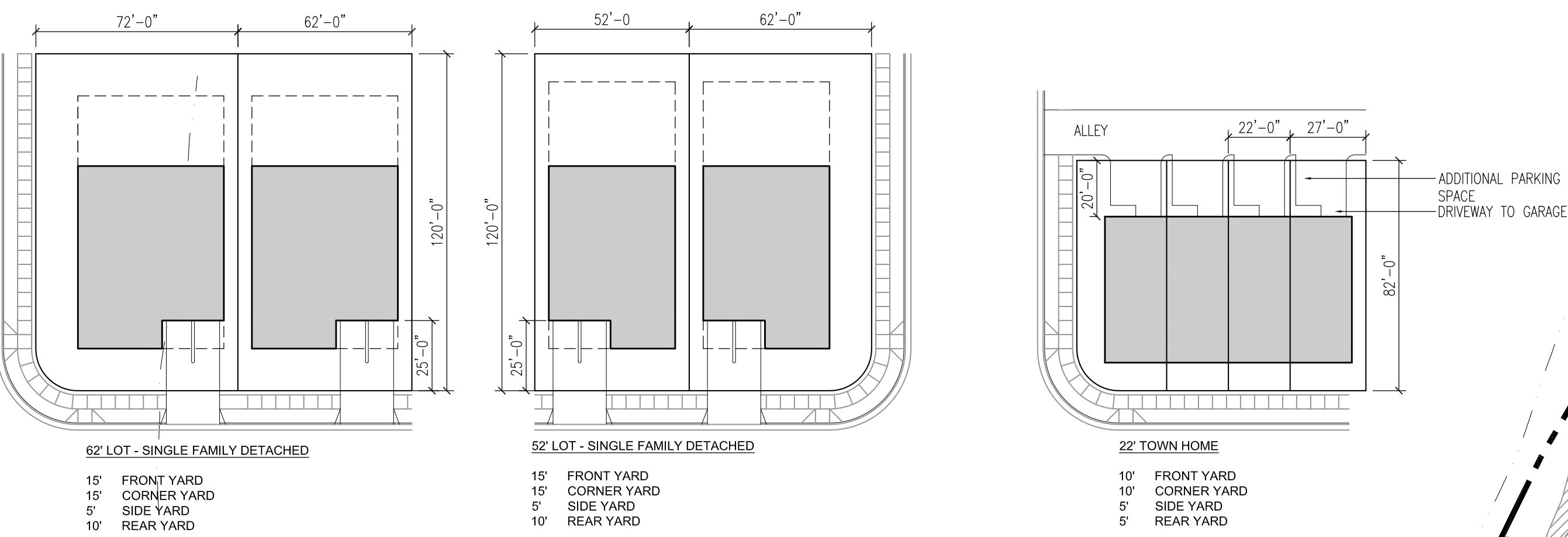
MAY 9, 2016

S H E E T

C1.1

EXISTING
CONDITIONS

LOT STANDARDS



CONNECTIVITY INDEX

● LINKS 16
 * NODES 9
 16 / 9 = 1.78 INDEX

REDUCED INDEX IS DUE TO ENVIRONMENTAL CONSTRAINTS OF THE PROPERTY TO THE NORTH AND WEST.

OPEN SPACE REQUIREMENT CHART

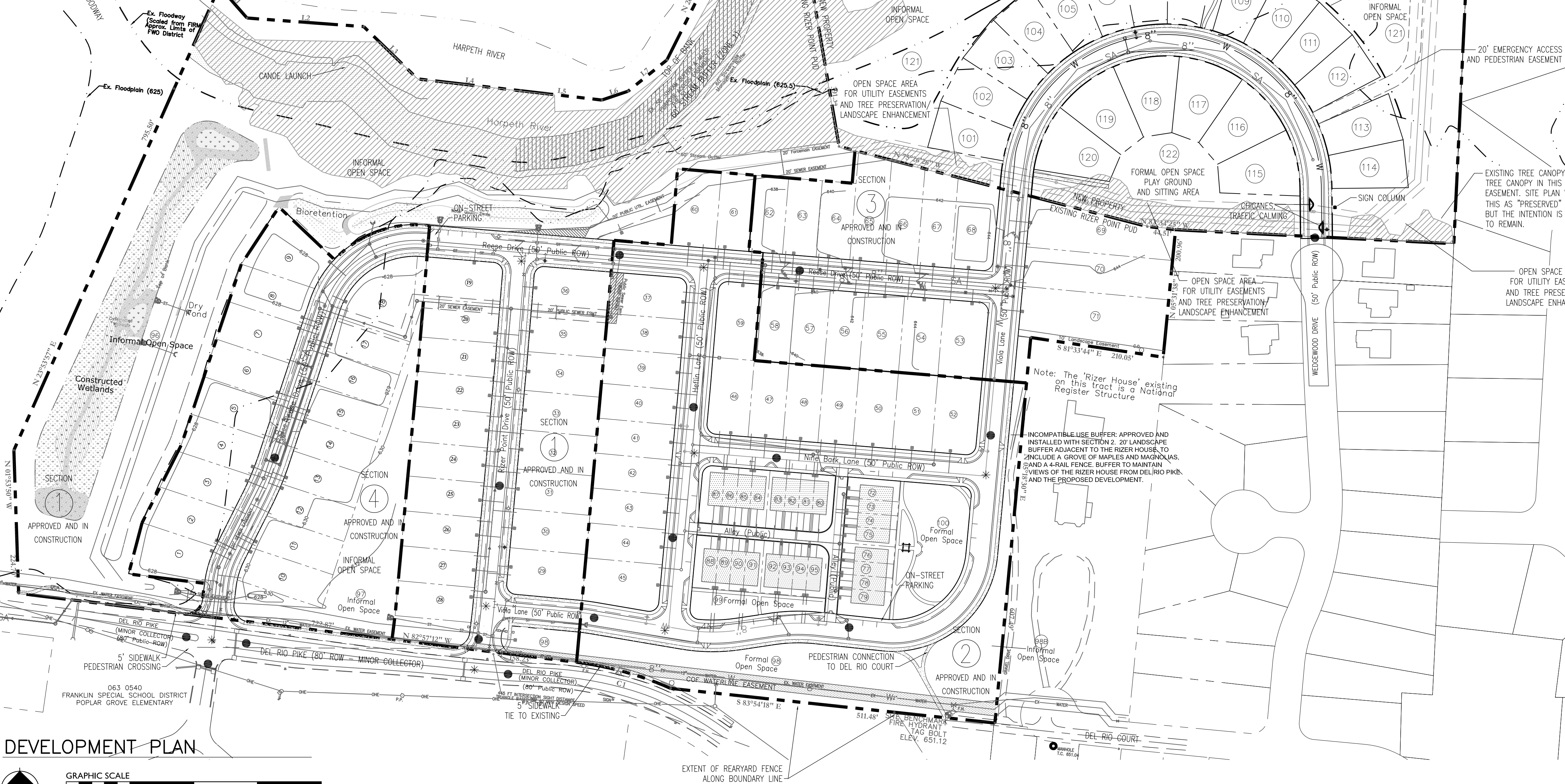
MINIMUM OPEN SPACE REQUIREMENT: 15%
 SITE ACREAGE: 71.08 AC
 OPEN SPACE ACREAGE REQUIRED: 15% (10.66 AC)
 FORMAL OPEN SPACE REQUIRED: 33% (3.52 AC)
 INFORMAL OPEN SPACE REQUIRED: 66% (7.04 AC)

KEY	CLASSIFICATION	TYPE	AREA	ORIGINAL RIZER POINT PUD
98	FORMAL	PASSIVE PARK	0.12 AC	ORIGINAL RIZER POINT PUD
98	FORMAL	PASSIVE PARK	1.48 AC	ORIGINAL RIZER POINT PUD
99	FORMAL	POCKET PARK	0.17 AC	ORIGINAL RIZER POINT PUD
100	FORMAL	POCKET PARK	0.49 AC	ORIGINAL RIZER POINT PUD
98B	INFORMAL	20' LANDSCAPE BUFFER	0.06 AC	ORIGINAL RIZER POINT PUD
96	INFORMAL	RIVERSIDE PARK	10.44 AC	ORIGINAL RIZER POINT PUD
97	INFORMAL	OPEN SPACE	0.94 AC	ORIGINAL RIZER POINT PUD
121	INFORMAL	RIVERSIDE PARK	12.92 AC	NEW PROPERTY
122	FORMAL	PLAYGROUND/PARK	0.83 AC	NEW PROPERTY
123	FORMAL	TRAIL HEAD PARK	0.43 AC	NEW PROPERTY
TOTAL FORMAL: 3.52 AC				
TOTAL INFORMAL: 23.36 AC				
TOTAL OPEN SPACE: 26.88 (51.25% PUD SITE)				

60' GREENWAY TRAIL EASEMENT DEDICATED TO THE CITY OF FRANKLIN PARK'S DEPARTMENT FOR A FUTURE TRAIL TO BE LOCATED WITHIN THE STREAM BUFFER.

TRIP GENERATION DATA

TRIP GENERATION CALCULATIONS - ORIGIANL APPROVED PUD				-LAND USE: 71 SINGLE FAMILY			
-LAND USE: 24 CONDOS/TOWNHOMES				AVERAGE DAILY TRAFFIC: 760			
AVERAGE DAILY TRAFFIC: 192				DAILY ENTER: 380			
DAILY ENTER: 96				DAILY EXIT: 380			
DAILY EXIT: 96				AM PEAK HOUR TOTAL: 17			
AM PEAK HOUR TOTAL: 3				AM PEAK HOUR ENTER: 15			
AM PEAK HOUR ENTER: 14				AM PEAK HOUR EXIT: 45			
PM PEAK HOUR TOTAL: 19				PM PEAK HOUR TOTAL: 78			
PM PEAK HOUR ENTER: 13				PM PEAK HOUR ENTER: 49			
PM PEAK HOUR EXIT: 6				PM PEAK HOUR EXIT: 29			



SITE DATA:

PROJECT NAME: RIZER POINT PUD SUBDIVISION
 PROJECT NUMBER: DEVELOPMENT PLAN, REV. 3
 SUBDIVISION: 6145
 LOT NUMBER: RIZER POINT
 ADDRESS: N/A
 CITY: DEL RIO PIKE
 COUNTY: FRANKLIN, TN
 STATE: WILLIAMSON
 CIVIL DISTRICT: TENNESSEE
 MAP, GROUP, PARCEL NUMBERS: 14TH CIVIL DISTRICT
 EXISTING ZONING: MAP 63, PARCEL 3.01 (NEW PARCEL)
 PROPOSED ZONING: S-DR & AG
 CHARACTER AREA OVERLAY: S-DR (2.11)
 OTHER APPLICABLE OVERLAYS: WHC0 2 & 3
 APPLICABLE DEVELOPMENT STANDARD: FFO, FWO
 TOTAL AREA: CONVENTIONAL
 ORIGINAL RIZER POINT AREA: 35.94 AC
 63-000301 (NEW PARCEL) AREA: 35.14 AC
 TOTAL AREA: 71.08 AC
 1.62 UNIT/AC TOTAL SITE
 2.64 UNIT/AC ORIGINAL PUD AREA
 0.57 UNIT/AC NEW PROPERTY
 1.88 UNIT/AC

OVERALL DENSITY:

NET DENSITY (MINUS ROW & 24 AC FWO OVERLAY): 16.68 AC LOT IN RESERVE
 NET DENSITY (MINUS ROW & 24 AC FWO OVERLAY): 2.79 UNITS/AC
 NUMBER OF RESIDENTIAL UNITS BY USE TYPE:
 24 TOWN HOME (CURRENT RIZER POINT PUD)
 71 SINGLE FAMILY HOME (CURRENT RIZER POINT PUD)
 20 SINGLE FAMILY HOME (NEW PROPERTY)

NONRESIDENTIAL SQUARE FOOTAGE:

TOTAL ACREAGE BY USE, ENTIRE SITE:
 16.68 AC LOT IN RESERVE
 26.88 AC OPEN SPACE
 5.92 AC ROW
 21.52 AC RESIDENTIAL LOTS

TOTAL ACREAGE BY USE, PER SECTION:

SECTION	RESIDENTIAL LOTS	OPEN SPACE	TOTAL
1	3.08 AC	10.57 AC	14.82 AC
2	4.35 AC	0.81 AC	9.24 AC
3	3.30 AC	-AC	4.10 AC
4	3.11 AC	0.93 AC	4.89 AC
5	3.69 AC	14.18 AC	17.87 AC

MINIMUM REQUIRED SETBACK LINES:

SEE LOT DIAGRAMS

OWNER (RIZER POINT MASTER DEVELOPER):

CONTACT: GOODALL INC BUILDERS
 ADDRESS: JACK LUDINGTON
 385 MAPLE STREET, SUITE 100
 GALLATIN, TN 37066
 615-451-5029
 jldudington@goodallhomes.com

OWNER (PARCEL 3.01):

ADDRESS: F-L FARMS
 4720 HARPETH PEYTONSVILLE RD
 THOMPSON STATION, TN 37179

APPLICANT:

ADDRESS: GOODALL HOMES
 393 MAPLE STREET, SUITE 100
 GALLATIN, TN 37066
 615-451-5029
 jldudington@goodallhomes.com

BUILDING SQUARE FOOTAGE:

BUILDING HEIGHT: 1,700 SF - 4,200 SF
 LANDSCAPE SURFACE RATIO: 2 STORIES

MINIMUM LANDSCAPE SURFACE RATIO:

MINIMUM PARKING REQUIREMENT: 2 PER SINGLE FAMILY HOME
 MAXIMUM PARKING LIMIT: 2 PER SINGLE FAMILY HOME
 PARKING PROVIDED: 1.62 DIA (TOTAL SITE)
 RESIDENTIAL DENSITY: 6.54 AC (9.2%) EXISTING
 TREE CANOPY: DEDICATION OF GREENWAY TRAIL AREA
 (35x1200 SF) + (80x600 SF) = 90,000 SF
 78,000 SF ORIGINAL PUD
 12,000 SF REVISION 3
 27.04 (49.7% PUD SITE)

OPEN SPACE:

OPEN SPACE ACREAGE REQUIRED: 15% (10.66 AC)
 FORMAL OPEN SPACE REQUIRED: 33% (3.52 AC)
 FORMAL OPEN SPACE REQUIRED: 66% (7.04 AC)

LAND USE PLAN COMPLIANCE:

CHARACTER AREA OVERLAY: WHC0 2 & 3
 APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL

RIZER POINT PUD WAS APPROVED IN AUGUST 2007. THE PROPERTY HAS BOTH SPECIAL AREA 2 AND 3 ON THE PROPERTY. THIS DEVELOPMENT PLAN MAKES NO CHANGE TO THE ORIGINALLY APPROVED RIZER POINT PUD. IT ADDS AN ADDITIONAL PROPERTY TO THE NORTH WITH 20 NEW SINGLE FAMILY LOTS AND OPEN SPACE.

1. THE PROPOSED DEVELOPMENT PLAN IS DESIGNED WITH LOT SIZES CONSISTENT WITH THE APPROVED RIZER POINT PUD AND ADJACENT NEIGHBORHOOD EAST AND SOUTH OF THE PROPOSED NEW PARCEL.

2. NO RETAIL IS PLANNED FOR THIS PROPERTY.

DESIGN CONCEPT

THE ADDITION OF THE NEW PROPERTY TO THE RIZER POINT PUD ALLOWS FOR VIOLA LANE TO EXTEND AND CREATE A VEHICULAR AND PEDESTRIAN CONNECTION TO WEDGEWOOD DRIVE. ADDITIONALLY, LOT LINES FOR THE PROPOSED ADDITION HAVE BEEN PROPOSED TO BE SIMILAR TO THEIR EXISTING, ADJACENT LOTS.

LOCAL COMPATIBILITY

NO CHANGE IS PROPOSED FOR THE EXISTING PUD AREA. THIS REVISION IS TO INCLUDE ADDITIONAL PROPERTY TO THE NORTH EAST. THIS PROPERTY ADDITION IS DESIGNED WITH LOTS CONSISTENT WITH NEIGHBORHOODS ALONG THE DEL RIO PIKE COORDIOR.

STATEMENT OF IMPACTS

WATER
 WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN WATER SERVICES. WATER MAIN IS LOCATED ON DEL RIO PIKE.
 115 SFU * 350 GPD = 40,250 GPD

SEWER
 SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN WILL CONNECT INTO PUMP STATION LOCATED ON DEL RIO PIKE.

REPURIFIED (REUSE) WATER FACILITIES
 REUSE WATER IS AVAILABLE, AND WILL BE UTILIZED FOR COMMON AREAS OWNED AND MAINTAINED BY THE RIZER POINT HOMEOWNERS ASSOCIATION.

STREET NETWORK
 THE MAJOR THROUGHFARE PLAN INDICATES THE FUTURE DEVELOPMENT MACK HATCHER PARKWAY NORTH OF RIZER POINT.

DRAINAGE FACILITIES
 THE PROPERTY DRAINS NORTH INTO THE HARPETH RIVER AND WEST INTO THE RETENTION AREA CREATED WITH THE ORIGINAL RIZER POINT PUD.

POLICE AND FIRE
 FIRE STATION: HWY 96-3.6 MILES DRIVING DISTANCE
 COLUMBIA AVE. POLICE STATION - 2.06 MILES DRIVING DISTANCE

RECREATION FACILITIES
 WILLIAMSON COUNTY RECREATION FACILITY - 1.8 MILES FROM THE PROPERTY

PROJECTED STUDENT POPULATION
 THE STUDENT POPULATION IS PROJECTED AT A RATE OF ONE STUDENT PER .64 HOMES.
 115 X .64 = 73.6 STUDENTS

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

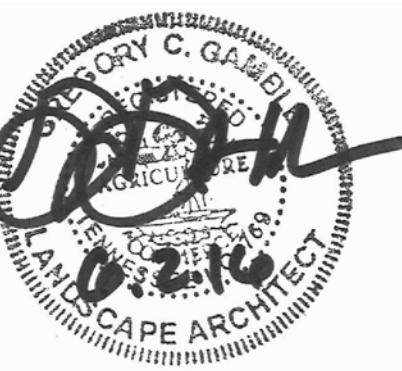
RESTRICTIVE COVENANTS
 THE RIZER POINT HOME OWNERS ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY OF RESIDENTS. THE HOME OWNERS ASSOCIATION WILL REGULATE ARCHITECTURAL STANDARDS AND MAINTENANCE OF THE COMMUNITY. THE HOA WILL MAINTAIN ALL COMMON OPEN SPACE, RECREATION AREAS, AND TOWN HOME YARDS.



GAMBLE
 DESIGN COLLABORATIVE
 DEVELOPMENT PLANNING AND
 LANDSCAPE ARCHITECTURE

RIZER POINT PUD SUBDIVISION
 DEVELOPMENT PLAN, REVISION 3
 FRANKLIN, WILLIAMSON COUNTY, TENNESSEE 37064

COF PROJECT NO. xxxx



rev. date

▲ JUNE 2, 2016

▲
 ▲
 ▲
 ▲

MAY 9, 2016

SHEET

C2.0

OVERALL
 DEVELOPMENT PLAN



GDC

GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

RIZER POINT PUD SUBDIVISION
DEVELOPMENT PLAN, REVISION 3
FRANKLIN, WILLIAMSON COUNTY, TENNESSEE 37064
COF PROJECT NO. xxxx



rev.	date
1	JUNE 2, 2016

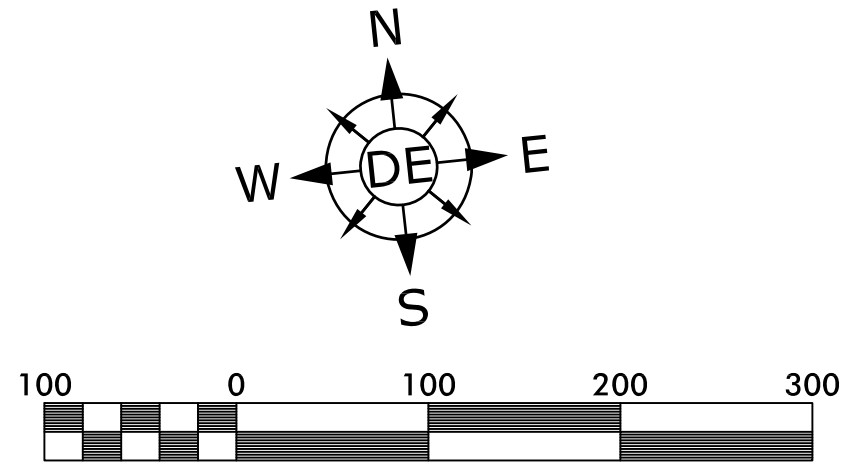
MAY 9, 2016

- TYPICAL ARCHITECTURE NOTES:
1. SINGLE FAMILY DETACHED HOMES DESIGNED FOR LOTS WITH GARAGE ACCESSED FROM THE FRONT-FACING STREET WITH GARAGE ATTACHED.
 2. ONE TO TWO STORIES IN HEIGHT.
 3. MATERIALS INCLUDE BRICK, SIMULATED STONE, CEMENTATIOUS SIDING, AND ARCHITECTURAL SHINGLES.
 4. GARAGE IS SETBACK 10 FEET FROM THE FRONT FASCADE.
 5. DRIVEWAY IS A MINIMUM OF 22' FROM THE SIDEWALK TO THE GARAGE DOORS.
 6. ALL TWO CAR GARAGES SHALL HAVE TWO GARAGE DOORS WITH A MAXIMUM WIDTH OF 9' WIDE WITH A 2 FOOT MINIMUM SEPERATION BETWEEN.

SHEET

C2.1

TYPICAL
ARCHITECTURE



Scale 1" = 100'
Total Site Area = 68.5 ac
Section 5 Area = 35.5 ac

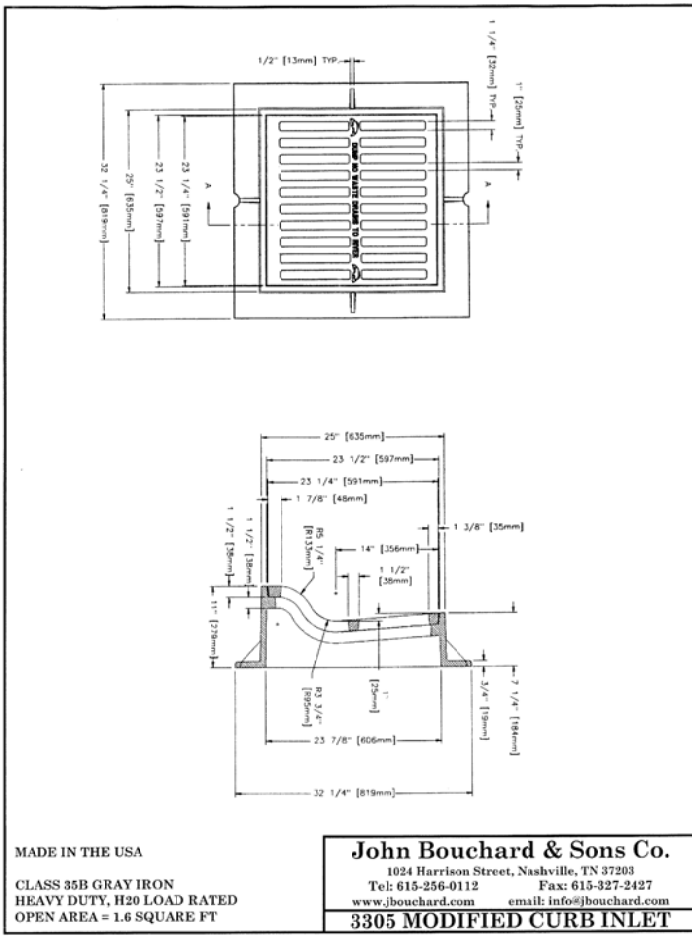
Engineer
Dewey Engineering
Contact: Michael Dewey, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 401-9956
E-mail: mdewey@dewey-engineering.com

Developer
Goodall Inc. Builders
Contact: Jack Ludington
393 Maple Street #100
Gallatin, TN 37066
Phone: (615) 451-5029
Fax: (615) 451-4029

Flood Note
A Portion of this Property is Located Within a Flood Hazard Area, Zone AE, As Shown on Map Panel Number 47187C0184F & 47187C0192F.
Dated Sept. 29, 2006.
Elev. Varies: 625.3-625.6
*Note: Preliminary FIRM
Dated: August 29, 2014
100 Year Floodplain Elevation 625.0

Site Benchmark
Tag Bolt of Existing Fire Hydrant Located Near the Southeast Corner of the Subject Property, Approximately 100 feet West of the Terminus of Del Rio Court. NGVD Elevation 651.12.

- Notes:**
- 1) All lots as shown will be located 100% out of the floodplain. The floodplain shall be balanced at a minimum of a 1:1 ratio.
 - 2) Floodplain alteration will not decrease storage capacity. This section of the Harpeth River is not located in a damage reach.
 - 3) Alterations of the floodplain are to occur in a method that will provide improved water quality, recreational value, and a natural habitat. This alteration will be an improvement upon existing agricultural use and fallow conditions.
 - 4) The applicant shall obtain a floodplain development permit and complete floodplain alteration prior to the submittal of a site plan. Once a final letter of map revision has been issued from FEMA, the applicant shall go to the BZA to have the FFO Zoning boundary revised. After BZA has revised the FFO, the applicant may submit a site plan for any lots not within the newly delineated FFO.
 - 5) Drainage Easements shall be provided between lots to convey stormwater runoff where necessary. The easements shall be provided in the Site Plan and Final Plat.



Revisions:

Drawing Notes:
COF Project # 6145

Date: June 2, 2016

Rizer Point PUD

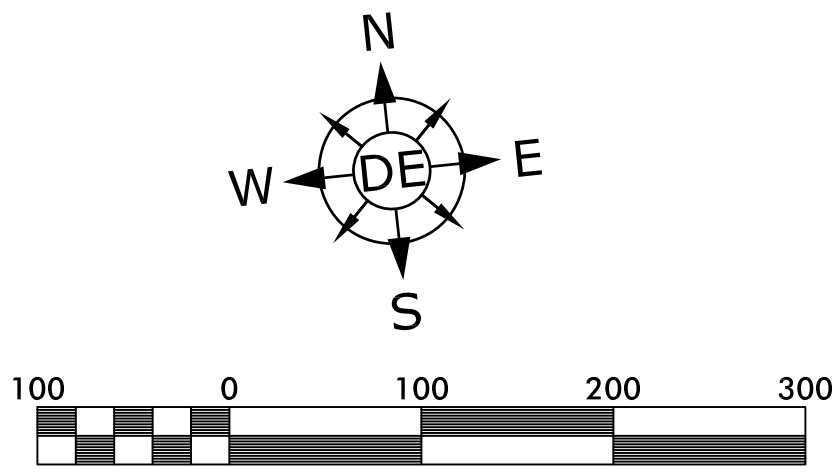
Section 5 Development Plan

Being Parcel 1.09 on Tax Map 63
Franklin, Williamson County, Tennessee

DEWEY
ENGINEERING

Overall Grading
& Drainage Plan

C3.0



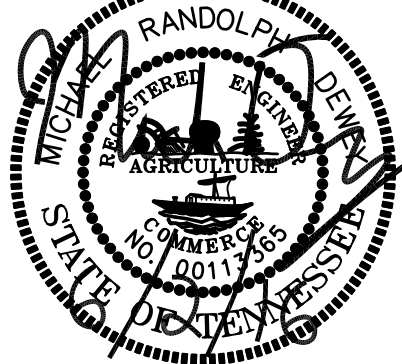
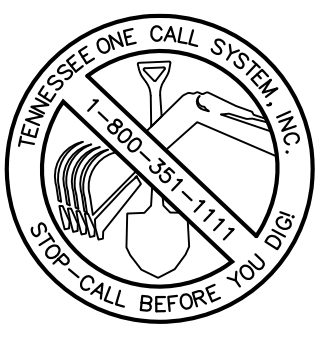
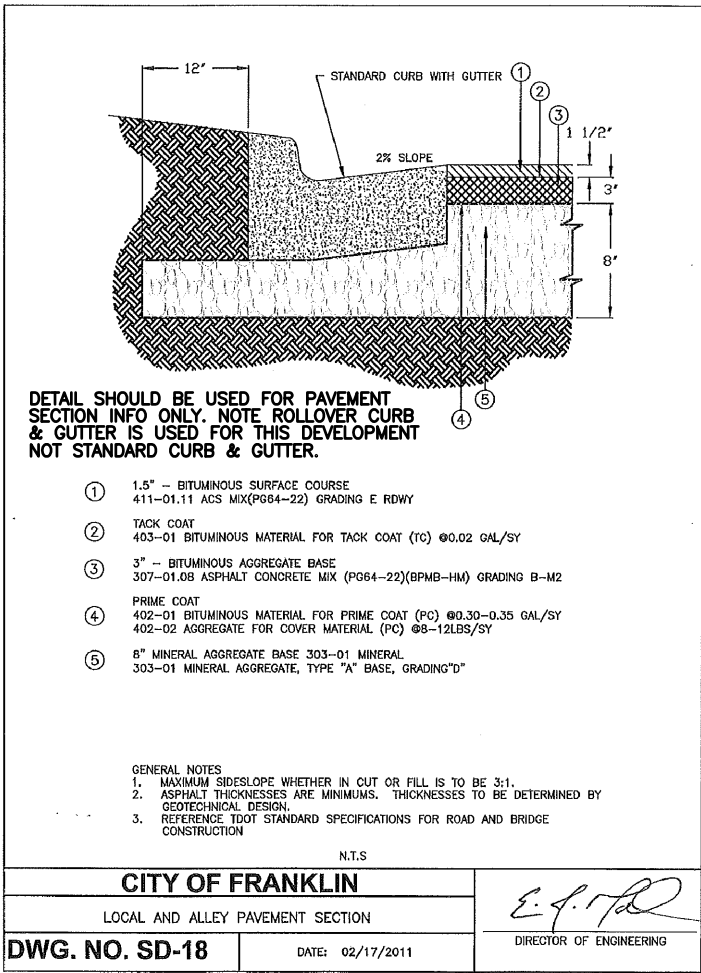
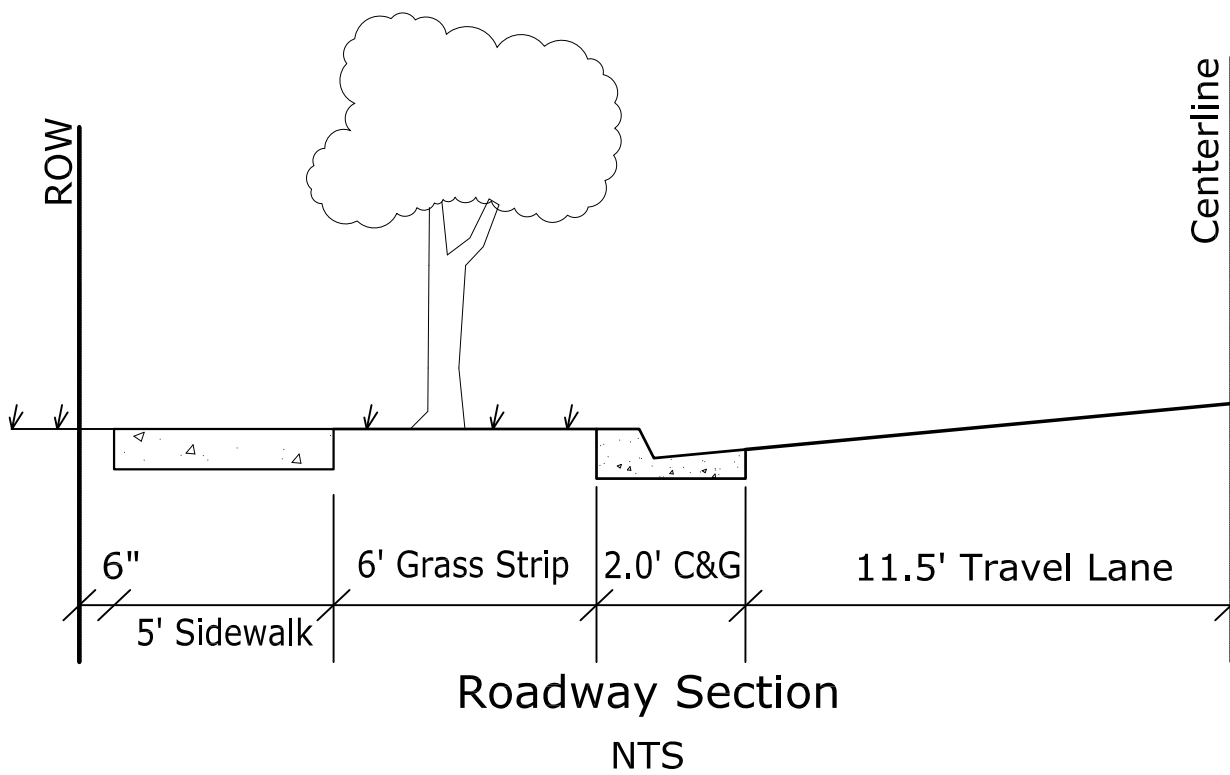
Scale 1" = 100'
Total Site Area = 68.5 ac
Section 5 Area = 35.5 ac

Engineer
Dewey Engineering
Contact: Michael Dewey, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 401-9956
E-mail: mdewey@dewey-engineering.com

Developer
Goodall Inc. Builders
Contact: Jack Ludington
393 Maple Street #100
Gallatin, TN 37066
Phone: (615) 451-5029
Fax: (615) 451-4029

Flood Note
A Portion of this Property is Located Within a Flood Hazard Area, Zone AE, As Shown on Map Panel Number 47187C0184F & 47187C0192F.
Dated Sept. 29, 2006.
Elev. Varies: 625.3-625.6
*Note: Preliminary FIRM
Dated: August 29, 2014
100 Year Floodplain Elevation 625.0

Site Benchmark
Tag Bolt of Existing Fire Hydrant Located Near the Southeast Corner of the Subject Property, Approximately 100 feet West of the Terminus of Del Rio Court. NGVD Elevation 651.12.



Revisions:

Drawing Notes:
COF Project # 6145

Date: June 2, 2016

Rizer Point PUD

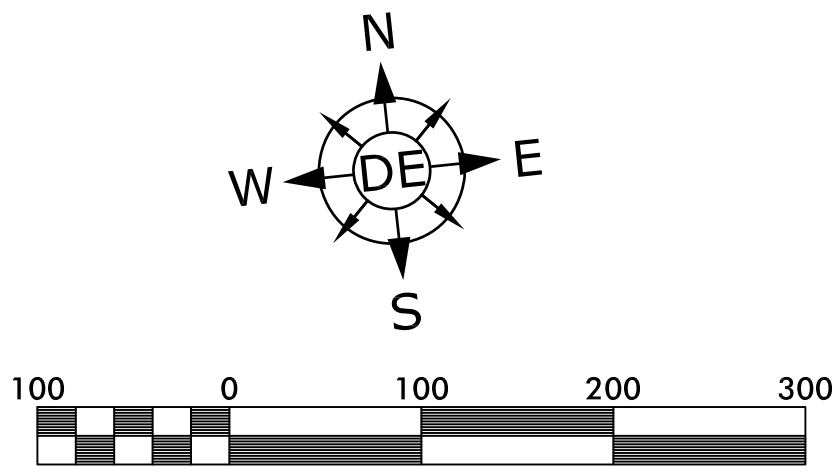
Section 5 Development Plan

Being Parcel 1.09 on Tax Map 63
Franklin, Williamson County, Tennessee

DEWEY
ENGINEERING

Overall ROW & Access Plan

C4.0



Scale 1" = 100'
Total Site Area = 68.5 ac
Section 5 Area = 35.5 ac

Engineer
Dewey Engineering
Contact: Michael Dewey, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 401-9956
E-mail: mdewey@dewey-engineering.com

Developer
Goodall Inc. Builders
Contact: Jack Ludington
393 Maple Street #100
Gallatin, TN 37066
Phone: (615) 451-5029
Fax: (615) 451-4029

Flood Note
A Portion of this Property is Located Within a Flood Hazard Area, Zone AE, As Shown on Map Panel Number 47187C0184F & 47187C0192F.
Dated Sept. 29, 2006.
Elev. Varies: 625.3-625.6
*Note: Preliminary FIRM
Dated: August 29, 2014
100 Year Floodplain Elevation 625.0

Site Benchmark
Tag Bolt of Existing Fire Hydrant Located Near the Southeast Corner of the Subject Property, Approximately 100 feet West of the Terminus of Del Rio Court. NGVD Elevation 651.12.

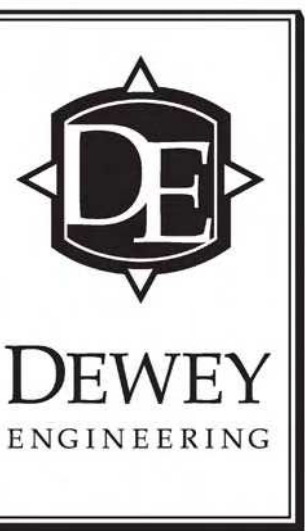
Revisions:

Drawing Notes:
COF Project # 6145

Date: June 2, 2016

Rizer Point PUD Section 5 Development Plan

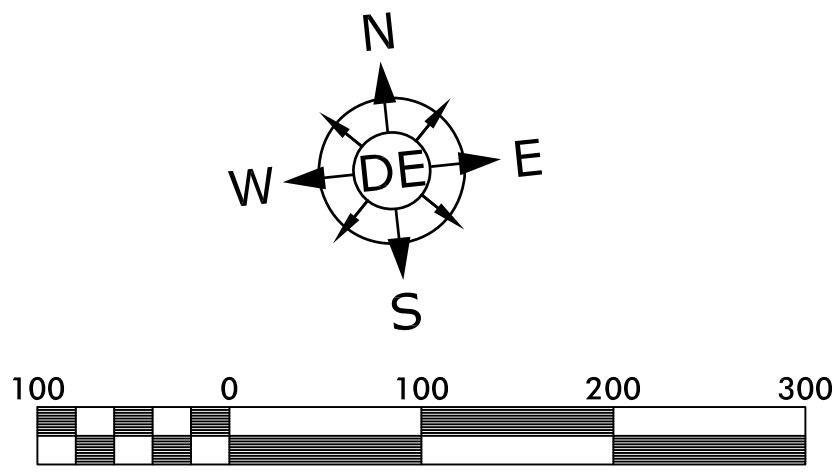
Being Parcel 1.09 on Tax Map 63
Franklin, Williamson County, Tennessee



AutoTurn
Exhibit

C4.1





Scale 1" = 100'
Total Site Area = 68.5 ac
Section 5 Area = 35.5 ac

Engineer
Dewey Engineering
Contact: Michael Dewey, PE
2925 Berry Hill Drive
Nashville, TN 37204
Phone: (615) 401-9956
E-mail: mdewey@dewey-engineering.com

Developer
Goodall Inc. Builders
Contact: Jack Ludington
393 Maple Street #100
Gallatin, TN 37066
Phone: (615) 451-5029
Fax: (615) 451-4029

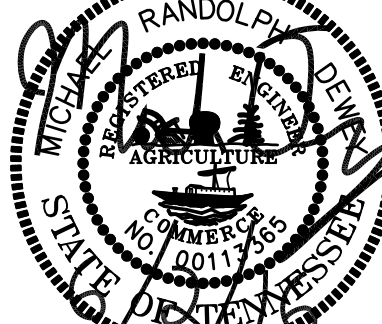
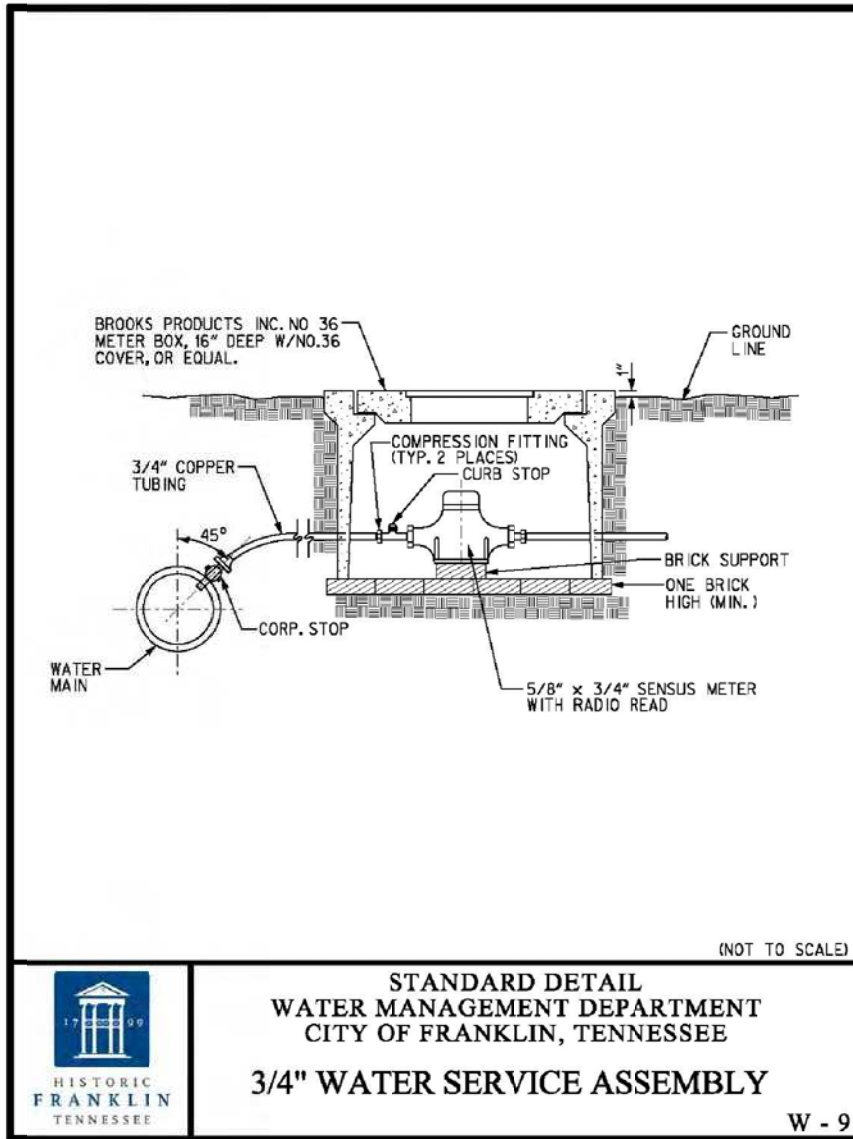
Flood Note
A Portion of this Property is Located Within a Flood Hazard Area, Zone AE, As Shown on Map Panel Number 47187C0184F & 47187C0192F.
Dated Sept. 29, 2006.
Elev. Varies: 625.3-625.6
*Note: Preliminary FIRM
Dated: August 29, 2014
100 Year Floodplain Elevation 625.0

Site Benchmark
Tag Bolt of Existing Fire Hydrant Located Near the Southeast Corner of the Subject Property, Approximately 100 feet West of the Terminus of Del Rio Court. NGVD Elevation 651.12.

Utility Plan Legend

- PROP. STORM CULVERT
- PROP. 8" WATER MAIN
- PROP. 8" GRAVITY SEWER MAIN
- EX. 8" WATER MAIN (DEL RIO COURT)
- EX. 12" WATER MAIN (SOUTH PROP. LINE)
- EX. 16" RECLAIMED WATER MAIN
- EX. 14" DUCTILE IRON FORCEMAIN
- EX. OVERHEAD ELECTRIC (DOWNS BLVD)
- EX. UTILITY POLE
- PROP. HEADWALL
- PROP. DRAINAGE CATCH BASIN
- PROP. 6" SEWER LATERAL SERVICE
- EX. SEWER MANHOLE
- PROP. 3/4" RESIDENTIAL WATER METER
- PROP. FIRE HYDRANT & ASSEMBLY
- PROP. GATE VALVE & BOX

Note:
Within new developments and for off-site lines constructed as a result of, or to provide service to the new development, all utilities, such as cable television, electrical (excluding transformer), gas, sewer, telephone, and water lines shall be placed underground.

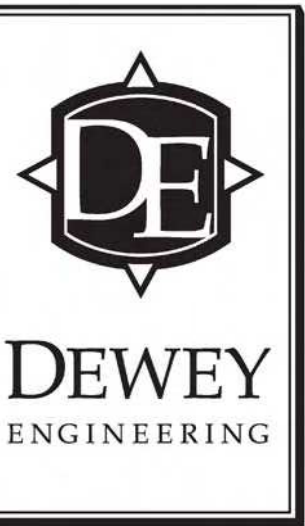


Revisions:

Drawing Notes:
COF Project # 6145

Date: June 2, 2016

Rizer Point PUD
Section 5 Development Plan
Being Parcel 1.09 on Tax Map 63
Franklin, Williamson County, Tennessee



Overall Utility Plan

C5.0

CONDITIONS OF APPROVAL:

Engineering - PUD Plan Checklist

General Comments

1. F. Development Plan

- The previous comment "Applicant shall provide right-of-way for a future street connection or emergency access to the north of the proposed lots that will connect to Allen Avenue." was discussed in a meeting prior to this submittal but the following issues remain open. Provide grading and an auto turn exhibit for the access easement. Show the culvert required to cross over Reese Creek with the access drive. Place the emergency access drive outside of the utility easements.

2. F. Development Plan

- This is a new comment due to the chicanes being added at the subdivision entrance:

At Site Plan, "Fire Lane - No Parking" shall be marked on both sides of the curb and required accompanying signage posted between the proposed chicanes and extending 25 feet to the outside of the traffic calming area to prevent on-street parking within these spaces. The provided Autoturn exhibit indicates these areas pose a risk of potential conflict/collision should vehicles be parked in these areas.

This comment to remain open as a reminder to staff to be addressed at Site Plan, but should not hinder Development Plan approval.

Fire-Planning

General Comments

3. Fire Protection

- On 6/2/2016, the applicant responded a flow test had "been ordered and will be submitted prior to final approval or with the site plan submittal."

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

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

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

This comment remains open and unresolved.

Planning

General Comments

4. Zoning

- Applicant shall correct zoning to:
SD-R 0.56

Based on 20 DWU on 35.74 Acres

[Rizer Point PUD Dev Plan_6.2.2016.pdf](#)

5. Acreage

- Applicant shall correct site acreage to 35.74 acres per the surveyors description

Planning (Landscape)

General Comments

6. Formal Open Space

- Applicant shall supply on the site plan to be submitted a detail plan for the formal open spaces.

Water/Sewer

[Rizer Point PUD Dev Plan_6.2.2016.pdf](#)

7. General issues

- The location of the proposed access road is currently shown over the existing force main and reclaim water lines. At site plan if the proposed access road is to change the grade over the existing lines applicant shall meet with Water Management to ensure there is no effect to the utility lines. If the access road effects the utilities the access road shall be relocated.

Zoning

General Comments

8. FFO/FEMA

- Please remove the proposed floodplain line from sheets C1.0 and C1.1. These are existing condition sheets and should not contain proposed work.

9. FWO

- Please label the retaining wall as to the estimated height. Clearly show the wall so that it is apparent where it will begin and end.

RESOLUTION 2016-30

TO BE ENTITLED: "A RESOLUTION APPROVING A REVISED DEVELOPMENT PLAN FOR RIZER POINT PUD SUBDIVISION, FOR THE PROPERTY LOCATED NORTH OF DEL RIO PIKE AND EAST OF DEL RIO COURT."

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee, has, or will, approve the zoning for the property as part of Ordinance 2016-21; and

WHEREAS, the Planned Unit Development (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; and

WHEREAS, the PUD process requires the approval of a Development Plan that is reviewed and approved by BOMA, after a public hearing and a recommendation by the Franklin Municipal Planning Commission.

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

SECTION I. That the legal description of the property being added to the Development Plan, as amended, is as follows:

PREMISES CONSIDERED	
Map-Parcel	Acres
63 3.01	35.74
Total	35.74

The following legal description is for property in Williamson County, City of Franklin, TN, located on the lands of F-L Farms, LLC, of record in Deed Book 4530, Page 178, R.O.W.C., TN. Property is also described as Parcel 3.01 on Map 63.

Commencing at the point of beginning, point being the Northeastern property line of the land conveyed to Ryan and Krystin Lemmon, of record in Deed Book 6534, Page 854, R.O.W.C., TN, Point also being along the westerly margin of the Viola Lane Right of Way;

Thence, N 75° 28' 11" W for a distance of 228.99 feet to a point on a line.

Thence, N 75° 28' 09" W for a distance of 32.25 feet to a point on a line.
 Thence, N 00° 30' 49" E for a distance of 505.70 feet to a point on a line.
 Thence, N 03° 37' 49" E for a distance of 362.80 feet to a point on a line.
 Thence, N 29° 37' 49" E for a distance of 519.50 feet to a point on a line.
 Thence, N 42° 12' 49" E for a distance of 318.00 feet to a point on a line.
 Thence, N 40° 20' 49" E for a distance of 300.00 feet to a point on a line.
 Thence, N 50° 04' 49" E for a distance of 300.00 feet to a point on a line.
 Thence, S 26° 33' 27" E for a distance of 172.40 feet to a point on a line.
 Thence, S 03° 59' 27" E for a distance of 169.00 feet to a point on a line.
 Thence, S 02° 50' 33" W for a distance of 1829.84 feet to a point on a line.
 Thence, N 83° 36' 11" W for a distance of 439.04 feet to a point on a line.
 Thence N 75° 28' 11" W a distance of 238.86 feet to the point of beginning and containing 35.74 acres more or less.

SECTION II. That the attached Location Map and Development Plan shall serve the purpose of further delimiting the geographical boundaries as described by this Resolution.

SECTION III. That the overall entitlements for the Rizer Point PUD Subdivision, as amended, are as follows:

Entitlements	Rizer Point
Base Zone District	SD-R (0.56) and SD-R (2.64)
Character Area Overlay	WHCO-2 and WHCO-3
Other Zoning Overlays	FFO, FWO
Development Standard	Conventional
Number of Dwelling Units	91 Detached 24 Attached
Original Concept Plan Approval	Ordinance No. 2007-113 Date of Approval: 02/12/2008
Number of Phases in Development	5

SECTION IV. That the Development Plan, as amended, 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 and Sustainability Department.

SECTION V. 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.

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PREAPPLICATION CONFERENCE:	_____ 5/04/2016
BOMA/FMPC JOINT CONCEPTUAL WORKSHOP:	_____ 5/26/2016
NEIGHBORHOOD MEETING:	_____ 5/04/2016
PLANNING COMMISSION RECOMMENDED APPROVAL:	_____
PUBLIC HEARING AND BOMA APPROVAL:	_____

RIZER POINT PUD SUBDIVISION, DEVELOPMENT PLAN, REVISION 3
 RESOLUTION 2016-30
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 6/23/2016

Site

<UND><BOL>Project Information</BOL></UND>

Existing Zoning: Agricultural (AG)
 Proposed Zoning: SD-R 0.56
 Existing Land Use: Vacant
 Proposed Land Use: Detached Residential
 Character Area: WHCO-2 & WHCO - 3
 Development Standard: Conventional
 Other Overlays: FFO, FWO
 Site Acreage: 35.14 acres
 Proposed Number of Dwelling Units: 20
 Proposed Building Height: 2 stories

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



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.
 All data and materials (c) copyright 2016. All rights reserved.

Comment to June 23 FMPC meeting

Thank you for the opportunity to address the commission on agenda item 16-0513, consideration of ordinance 2016-21, and agenda item 16-0530, consideration of ordinance 2016-30 on the issue of Rizer Point Development Plan Revision and Rezoning, and Development requests.

My name is Eric Pan, and I reside at 1213 Reese Drive, one of five Goodall Rizer Point homes that borders the new property in question.

On May 15th, I was shocked to discover that there is a rezoning request for my neighborhood. My shock was only compounded when I learned the next day that it's going to be right behind my house, and I had already missed the first hearing! The first Goodall representative I spoke with said, "I was surprised I didn't see you there. I thought for sure this would be something you'd be all over on." Even Goodall knew and agreed that this issue would affect me deeply, that I would be actively involved, and that I would have a major stake in the outcome. If I had known, I would have taken every opportunity to be present and address the Commission on April 28th. I had planned on being here tonight in person, and would have been but for my father, a cancer survivor with failing health, who is flying in tonight to see us before he gets too sick to travel.

The next day, May 18th, I spoke with my alderman, Mr. McLendon, and the planning office to see why I wasn't notified about the April meeting. The planning office confirmed that my home, 1213 Reese Drive, was supposed to be notified for the April 28th meeting. However, the addressee list city provided to Goodall accidentally listed my home as still being owned by Goodall. I immediately requested the city to update the records and inform Goodall to correct their records, so I am notified for tonight's meeting and all future meetings.

I want to point out that section 2.3.8.4 of the Franklin Zoning Ordinance placed the entire responsibility of written notification on the applicant. Even though the city mistakenly listed Goodall as the owner of my home, it does not lessen Goodall's obligation to notify me when it has direct knowledge of the truth — Goodall knows that Goodall doesn't own my home, and Goodall knows that it sold me the home at the end of last year. I have also checked with the other 4 homes at Rizer Point that border the new property, and only 3 of 5 had received notice for the prior meeting. Tonight's rezoning request still erroneously identify no less than 8 private homes, including mine, as Goodall properties.

Comment to June 23 FMPC meeting

Since May 19th, I have been trying to meet with Goodall to learn more about their plans and discuss my concerns. We've finally met on the evening of June 20th, and many issues were raised but not resolved. It has taken more than a month just to have a first meeting, and I need more time to understand Goodall's proposal and its implications.

Since I am not at this meeting in person, I want to be explicit to avoid misunderstanding. I want to be clear that I am not accusing Goodall of malice or conspiracy. Nonetheless, the fact remains that someone at Goodall knowingly accepted mistaken information from the city, conveniently overlooked the fact that Goodall no longer owns my home, avoided mailing the public notice to my home, and denied me the right to be notified about this important issue that affects my daily living and my property value.

The public notification process exist to protect and give private property owners time and opportunity to voice their concerns. There was inadequate public notice in this case, and the applicant's responsibility should not be lessened just because of a paperwork error on the city's part when the applicant has direct knowledge of the truth, and when a simple letter of notice to the property address would have fulfilled the applicant's obligation.

As such, I am asking the Commission to restart the hearing process on this rezoning request due to inadequate public notification, so that my neighbors and I have time to understand the plan and impacts to our community, give this matter our full consideration, and discuss our concerns with Goodall, so that other neighbors and stakeholders who are not here tonight won't have their rights and their voices taken away like mine was.

Thank you,

Eric Pan

From: [Mario](#)
To: [Amy Diaz-Barriga](#)
Subject: Items #22, #23; Hillsboro Rd Improvements; Sidewalk Request
Date: Wednesday, June 22, 2016 9:29:53 AM

Date: June 21, 2016

Ms. Amy Diaz-Barriga:

As a resident of the Magnolia Place Subdivision since 1999, I would like to express my opinion regarding the Rizer Point Subdivision's request for expansion of 20 single family homes and the Hillsboro Road improvements now underway.

Let me begin by stating that I am not opposed to the Rizer Point proposal for additional housing. I am delighted that the success of Goodall Inc. Builders has generated additional interest in further expansion of their existing subdivision. Who wouldn't want to live in this wonderful city we call home. Franklin is a coveted area and growth is inevitable.

Equally, I am elated with the Hillsboro Road improvements now underway. They were and are greatly needed and long overdue.

My reason for writing is simply this: Due to the increase in traffic in the subdivisions affected by these endeavors, I would like to propose Safety features be provided for residents.

Sidewalks, for example would be greatly appreciated. There are two elementary schools, one middle school, one high school, and a private school all within a half mile radius of these proposals. Children are forced to walk these narrow and dangerous streets or stand on the corners waiting for the school bus. With the increase of traffic flow the risk to children is multiplied. Please provide sidewalks for our children. My daughter walks to school everyday during the school year and the traffic projected in the fall causes me great concern.

Additionally, along with sidewalks, the improvement for rain water drains would be a welcoming upgrade to our neighborhoods. The drainage improvements made on Del Rio Pike a few years ago have been appreciated, the only disappointment was that the development fell short of including Del Rio Court.

Thank you for your attention to my concerns.

Mrs. Lupe Veloz
1009 Del Rio Court
Franklin, TN 37064
Phone 615-879-8260
Email: veloz6@msn.com

Comment to June 23, 2016 FMPC Meeting

Thank you for the opportunity to address the commission on the following agenda items. . .

- 1) Item #22 (File 16-0513), consideration of ordinance 2016-21, on the issue of Rizer Point Development Plan Revision and Rezoning request.
- 2) Item #23 (File 16-0630), consideration of resolution 2016-30, on the proposal from Goodall Homes for a Phase 5 development plan on property discussed on item #22

My name is Jeff Brodoski, and I reside at 5002 Viola Lane, one of the Goodall Rizer Point homes that will be greatly impacted by the new Phase 5 development proposal. We are a family of 5 with 3 kids under the age of 10 and a pet dog.

First, let me state my family's position on the above items #22 and #23. We strongly oppose both proposal, especially the resolution 2016-30 proposal from Goodall Homes to develop a phase 5 expansion of Rizer Point. This proposed expansion of the neighborhood dramatically alters the environment that we bought into on July 2015.

We moved to Franklin in September 2008, spending almost 7 years in Villages of Clovercroft. In 2015 we wanted to find a home that was closer to school, had less traffic, was quieter, was safer, and was more private. Rizer Point provided us with a very nice and new neighborhood that was closer to school and was a smaller subdivision. What sold us on the home was that we were able to get a lot in the back corner Rizer Point, which gave us the **privacy, quietness, very low traffic, and safety** that we coveted in a new home.

Below is a picture of where our lot is within Rizer Point . . .



This proposal to expand our neighborhood into the wooded area does the following to why we bought our home . . .

- Reduces Safety by adding traffic in front of our house. As you can see, right now we only have 1 neighbor (not developed yet in this picture, but sits between us and tree line) that needs to drive past our house to get home.
- Quietness – adding 20 homes will obviously create more noise than we have now. The biggest noisemakers now are the birds and other animals that live in the wooded area. IN ADDITION, Goodall's proposal to have a playground right next to our neighbors yard will add even more noise.
- The view – right now we have a very nice view looking out the North side of our home into the wooded area. While the proposal does keep the tree line, the view would still be somewhat impacted in a negative way, especially with the playground there.
- Privacy – it goes without saying that by adding 20 additional homes in our corner of Rizer Point will definitely reduce our level of privacy.
- Home value – I have bought and sold 4 homes over the past 13 years, one thing I know for sure is that our home value will take a hit during the 2+ years it will take Goodall to prep land, develop the streets, sell and build the homes. While our home value will likely recover, the recovery will be delayed and it will be slower than if this proposal did not occur. The selling points that go away due to this proposal will greatly impact the home value recovery.
 - o In fact, the impact on our home value in the next 5 years would conservatively be \$15,000-\$20,000. That assumes losing a modest 1.0-1.5% increase each year.
- Construction – while not permanent, our home will be dealing with construction traffic for at least 2 years, and every single vehicle will have to pass our driveway to get to the Phase 5 expansion. This will greatly reduce the ability for our young kids, and 8 other young kids next to us, to play outdoors together the way they do now.

So it is easy to see why my family does not support this expansion, and you will see by the comments made during the meeting and written that other neighbors oppose this plan as well.

Please also keep in mind that not only did we buy our home for the reasons above, we also paid the highest lot premium (\$15,000) in Rizer Point to attain all of these reasons to purchase. While the long term impact on our home environment is the most important thing, I do not take it lightly when someone tries to take away what we paid for.

Which brings me to the bigger picture question I have for the City of Franklin and Goodall Homes . . .

The incentive from Goodall Homes is understood, they are a business and they stand to profit a few million from this expansion. BUT, I must mention that myself and all the other neighbors around me were told last year that Goodall has no plans to expand into the land (land subject in Item #22), and that Goodall could not build there if they wanted to because of the flood zones. This is one of the major reasons that neighbors are upset about this plan.

As for the City of Franklin, if you were to accept this proposal, the only incentive I can think of is more tax revenue. And by my estimates the city would gain about \$75-85,000 in tax revenue each year from these 20 homes. This proposal would do nothing to enhance your city, it would make several of your current residents unhappy, and it would destroy quiet land that really poses no strategic advantage for a potential builder. If you look at the land in question on item #22, it lies between Harpeth river, Rizer Point, and another established neighborhood that has been in existence since the 70's and early 80's.

I ask the City of Franklin, is it really worth the extra tax revenue to accept a plan that does not enhance your city and only upsets existing residents?

My family and I are hopeful that you will say no to this question and reject the proposed items #22 and #23.

Thank you for allowing us the opportunity to voice our concerns,

A handwritten signature in black ink, appearing to read "Jeff Brodoski". The signature is fluid and cursive, with the first name "Jeff" being more prominent than the last name "Brodoski".

Jeff Brodoski

5002 Viola Lane, Franklin, TN 37069

Agenda Item #23
Re: Rizer Point Development Plan

City of Franklin Planning Commission,

I write to you as a 30-year resident of Franklin, Tennessee who currently resides on Wedgewood Drive. I have multiple concerns about the proposed plans to rezone and develop the property north of Del Rio Pike and East of Del Rio Court.

The proposed development will connect Wedgewood Drive to Viola Lane thereby increasing traffic flow and creating additional safety concerns for existing residents of Wedgewood Drive, Del Rio Court, and the entire Rebel Meadows subdivision. I do not think it is in the best interest of our community to connect the Rizer Point Subdivision to Wedgewood Drive for thru traffic, instead I would request that you consider a connection to Wedgewood drive for pedestrian and emergency access only.

The traffic implications of connecting Rizer Point to Del Rio Court and Rebel Meadows will be more significant than the 20 homes proposed to build. The connection will increase traffic from the entire Rizer Point subdivision as people try to access Hillsboro road by cutting through Rebel Meadows. Speeding has already been a documented problem in Rebel Meadows and Del Rio Court and adding more volume to these neighborhood streets adds to frustration for current residents as well as safety concerns.

To address safety concerns, I would specifically like you to consider the city park located at the corner of Wedgewood Drive and Del Rio Court. This park is close to the road and near a sharp curve in Del Rio Court that has compromised visibility. Adding traffic volume to this curve in the road poses safety risk for all persons who utilize this park. Additionally, Wedgewood Drive and Del Rio Court are both narrow roads with no sidewalks, making access to the park even more treacherous if there is a higher volume of vehicles.

I would also like to add that logistics of adding traffic volume to Wedgewood drive will be hazardous for all vehicles involved. Wedgewood Place is small subdivision with no HOA, there is little control over homeowners actions or maintenance of properties on our street. Literally 1/3 of the homes on our street (8 out of 25) are rental properties that are not always well maintained and frequently have 2-3 cars parked along the street in front of the home. Additionally, there are no designated parking places for the city park at the end of the street, encouraging more street parking on Del Rio Court and Wedgewood Drive. Due to the significant amount of street parking and the narrow design of these roads, it is already difficult for two cars to safely pass each other therefore adding construction traffic and ongoing volume will definitely lead to increased risk of traffic accidents or pedestrian injury.

Finally, I must add that as a resident of Wedgewood Drive for the past 11 years I have grown to enjoy our accessibility to walk from our home to the city park, bicentennial park, and downtown Franklin. I have a 3 year old daughter and another child coming soon and we deeply appreciate the value our city has placed on creating a walkable community for our family. However, by adding volume of vehicles without creating sidewalks, you take away accessibility or you ask us to forfeit our safety and the safety of our children. I conclude by reiterating that emergency access only to Wedgewood Drive would be sufficient to serve the needs of our community and all involved neighborhoods. Rizer Point already has 2 entry/exit points to the subdivision, therefore a 3rd access point for through traffic is redundant and only needed for emergencies.

Jennifer Dunn
jennmdunn@gmail.com
1135 Wedgewood Drive Franklin, TN 37069



YOUR *Dream* STARTS HERE

July 21, 2016

Franklin Planning Department
Franklin City Hall
109 3rd Ave. South, Suite 120
Franklin, TN 37064

Dear Planning Commissioners,

This letter is in reference to the steps that have been taken, on behalf of Goodall Homes, as we go through the process of entitlement for a proposed section of 20 lots at the Rizer Point community, in Franklin. As we start a possible development we understand the feedback from the existing and surrounding community is vital in establishing a good plan. As you well know while it is challenging to address the concerns and request of everyone, it is important to have a thoughtful process and implement those suggestions that are both reasonable and improve the plan. We have had multiple meetings with homeowners of Rizer Point, both as a group and individually. In each of these meetings we have listened to concerns and suggestions. While this process has taken a considerable amount of time, it has ultimately provided us with information that we believe improves the overall plan for Rizer Point. Listed below is a list of items that Goodall Homes has agreed to provide within the plan, based on the community feedback.

1. Goodall Homes will add a significant landscape buffer between existing homeowners and the new section to provide separation and privacy between the two sections.
2. Within the new section, Goodall Homes will be shifting the original lot layout further away from the existing community to provide more distance between the two sections.
3. Goodall Homes will add a playground within the new section that will serve the entire Rizer Point Community.
4. Goodall Homes will add a walking trail to connect the playground to the existing community. In addition, walking trails will be added along the river. The walking trail system will serve the entire community.
5. Goodall Homes recommends adding traffic calming features entering into the new 20 lot section to minimize the effects of traffic.
6. Finally, we identified nine homeowners that we felt were directly impacted by the new section (Those home owners that back directly to the development) and partially impacted by the new section (Those home owners that are along the traffic route of the new section) and met with each individually. In those meetings we offered to refund the full lot premium for those directly impacted and refund ½ of the lot premium for those impacted partially. While we feel like each of these lots still warrants a premium for its location, we felt that since the homeowners bought prior to the proposed section being discussed that this was the right step to take.

As I mentioned before, while it difficult at times to meet the request of every homeowner, I believe that Goodall Homes as taken the steps to listen intently to the community and offer multiple enhancements for the community. I want to personally thank each of you for your time and consideration in this matter.

Sincerely,

Chris O'Neal
Chief Sales Officer
Goodall Homes
615.681.4335
coneal@goodallhomes.com



393 Maple Street, Suite 100 • Gallatin, TN 37066 | 615.451.5029 | www.GoodallHomes.com

2014 Builder of the Year by Professional Builder Magazine. Options, room sizes and porch configurations may vary per plan and/or community and are subject to change.



RESOLUTION 2016-39

TO BE ENTITLED: “A RESOLUTION APPROVING A REVISED DEVELOPMENT PLAN FOR HIGHLANDS AT LADD PARK PUD SUBDIVISION (REVISION 7) WITH 1 MODIFICATION OF DEVELOPMENT STANDARDS (CUL-DE-SAC LENGTH), FOR THE PROPERTY LOCATED NORTH OF LONG LANE AND WEST OF CAROTHERS PARKWAY.”

WHEREAS, the Planned Unit Development (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; and

WHEREAS, the PUD process requires the approval of a Development Plan that is reviewed and approved by the Board of Mayor and Aldermen (BOMA), after a public hearing and a recommendation by the Franklin Municipal Planning Commission (FMPC); and

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

SECTION I. That the following legal description of the property included in the Development Plan, as amended, is as follows:

Being 2 tracts of land located in the 10th Civil District of Franklin, Williamson County, Tennessee and being shown on the plan entitled “The Highlands at Ladd Park Development Plan – Revision 7”, said plan’s digital copy being the reference from which these descriptions are made and being more particularly described as follows:

Tract 1

Beginning at the point where the easterly line of the herein described intersects with the northerly right-of-way line of Long Lane; thence with the northerly right-of-way line of Long Lane the following calls:

North 73° 22' 26" West 96.14 feet
North 75° 27' 26" West 94.66 feet
North 76° 59' 26" West 200.46 feet
North 78° 38' 26" West 362.31 feet
North 76° 35' 26" West 413.95 feet

North 75° 38' 26" West 101.00 feet; thence leaving said right-of-way line, North 10° 59' 34" East 330.00'; thence North 75° 38' 26" West 350.00 feet; thence North 10° 59' 34" East 739.53 feet; thence North 79° 48' 26" West 522.77 feet; thence South 09° 02' 34" West 671.98 feet; thence North 73° 47' 26" West 157.62 feet; thence South 09° 35' 34" West 359.68 feet to the northerly right-of-way line of Long Lane; thence with the northerly right-of-way line of Long Lane the following calls:

North 73° 00' 26" West 185.98 feet

North 70° 35' 26" West 869.66 feet

North 69° 38' 26" West 25.17 feet

North 69° 38' 26" West 162.07 feet; thence leaving said right-of-way line, North 09° 11' 34" East 884.15 feet; thence North 83° 23' 26" West 616.26 feet; thence North 05° 27' 34" East 1890.78 feet to the Harpeth River; thence with the Harpeth River the following calls:

South 75° 31' 26" East 131.42 feet

North 71° 54' 34" East 367.60 feet

North 55° 04' 34" East 250.42 feet

North 51° 28' 34" East 479.82 feet

North 36° 13' 34" East 402.92 feet

North 34° 54' 34" East 613.07 feet

North 55° 50' 34" East 179.83 feet

North 81° 04' 34" East 133.19 feet

South 75° 53' 26" East 347.66 feet

South 83° 21' 26" East 149.15 feet

North 80° 58' 34" East 145.55 feet

North 64° 17' 34" East 191.92 feet

North 52° 18' 34" East 161.23 feet; thence leaving the Harpeth River, North 52° 18' 34" East 337.04 feet; thence South 86° 53' 26" East 305.25 feet to the Harpeth River; thence with the Harpeth River the following calls:

North 85° 16' 34" East 703.68 feet

South 76° 11' 26" East 244.47 feet

South 46° 54' 26" East 123.23 feet

South 22° 20' 26" East 315.98 feet

South 13° 22' 26" East 470.27 feet

South 16° 57' 26" East 195.00 feet

South 39° 27' 26" East 610.38 feet

South 53° 46' 26" East 142.48 feet

South 61° 19' 26" East 1109.91 feet

South 64° 59' 26" East 480.75 feet

South 15° 58' 26" East 417.81 feet; thence leaving the Harpeth River, South 08° 14' 34" West 757.96 feet; thence North 82° 05' 26" West 246.09 feet; thence South 07° 59' 34" West 430.24 feet; thence South 07° 10' 34" West 653.33 feet; thence North 87° 46' 26" West 827.07 feet; thence South 06° 36' 34" West 357.50 feet; thence South 72° 11' 34" West 607.30 feet; thence South 46° 17' 34" West 650.16 feet; thence South 19° 54' 34" West 77.13 feet; thence North 72° 28' 26" West 308.47 feet; thence South 38° 09' 34" West 285.99 feet to the point of beginning, containing 576.02 acres, more or less.

Tract 2

Commencing from the point where the east line of Tract 1 described above intersects with the northerly right-of-way line of Long Lane, same being the point of beginning of said Tract 1; thence South 11° 15' 30" East 712.67 feet to a point in the easterly right-of-way line of Long Lane and the Point of Beginning of the herein described; thence leaving the easterly right of way line, North 46° 17' 35" East 1908.98 feet; thence South 06° 36' 36" West 809.44 feet; thence South 06° 32' 41"

West 1547.20 feet to the northerly right-of-way line of Long Lane; thence with the northerly right-of-way line of Long Lane and continuing with the easterly right-of-way line of Long Lane the following calls:

North 84° 41' 00" West 313.76 feet

North 85° 20' 00" West 97.54 feet

North 82° 58' 00" West 92.38 feet

North 76° 54' 00" West 91.72 feet; thence with a curve to the right, having a central angle of 32°26'41", a radius of 1025.00 feet, an arc length of 580.42 feet, and a chord bearing and distance of North 57° 24' 00" West 572.70 feet; thence

North 28° 21' 00" West 66.48 feet

North 10° 46' 00" West 98.52 feet

North 00° 34' 00" West 99.13 feet

North 01° 27' 00" East 194.54 feet

North 02° 33' 00" East 195.77 feet to the point of beginning, containing 43.27 acres, more or less.

SECTION II. That the attached Location Map and Development Plan, as amended, shall serve the purpose of further delimiting the geographical boundaries as described by this Resolution.

SECTION III. That the overall entitlements, as approved, for the Highlands at Ladd Park PUD Subdivision are as follows:

Entitlements	Berry Farms Town Center
Base Zone District	Detached Residential 2 (R-2)
Character Area Overlay	GCCO-2
Other Zoning Overlays	FFO
Development Standard	Conventional
Number of Dwelling Units	1,217 Total Detached
Number of Nonresidential Square Footage	N/A
Original Concept Plan Approval	Ordinance No. 2004-82 Date of approval: 6/14/2005

SECTION IV. 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 and Sustainability Department.

SECTION V. That the following Modifications of Development Standards (MOS) were requested and acted upon by the Board of Mayor and Aldermen, after review and recommendation by the Franklin Municipal Planning Commission:

MOS 1: CUL-DE-SAC-LENGTH Approved: _____ Denied: _____	Request to increase the cul-de-sac length beyond the maximum of 500 feet, per Section 5.10.8 (1)(d) of the Zoning Ordinance. <i>Staff recommended</i> _____.
--	--

SECTION VI. 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.

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

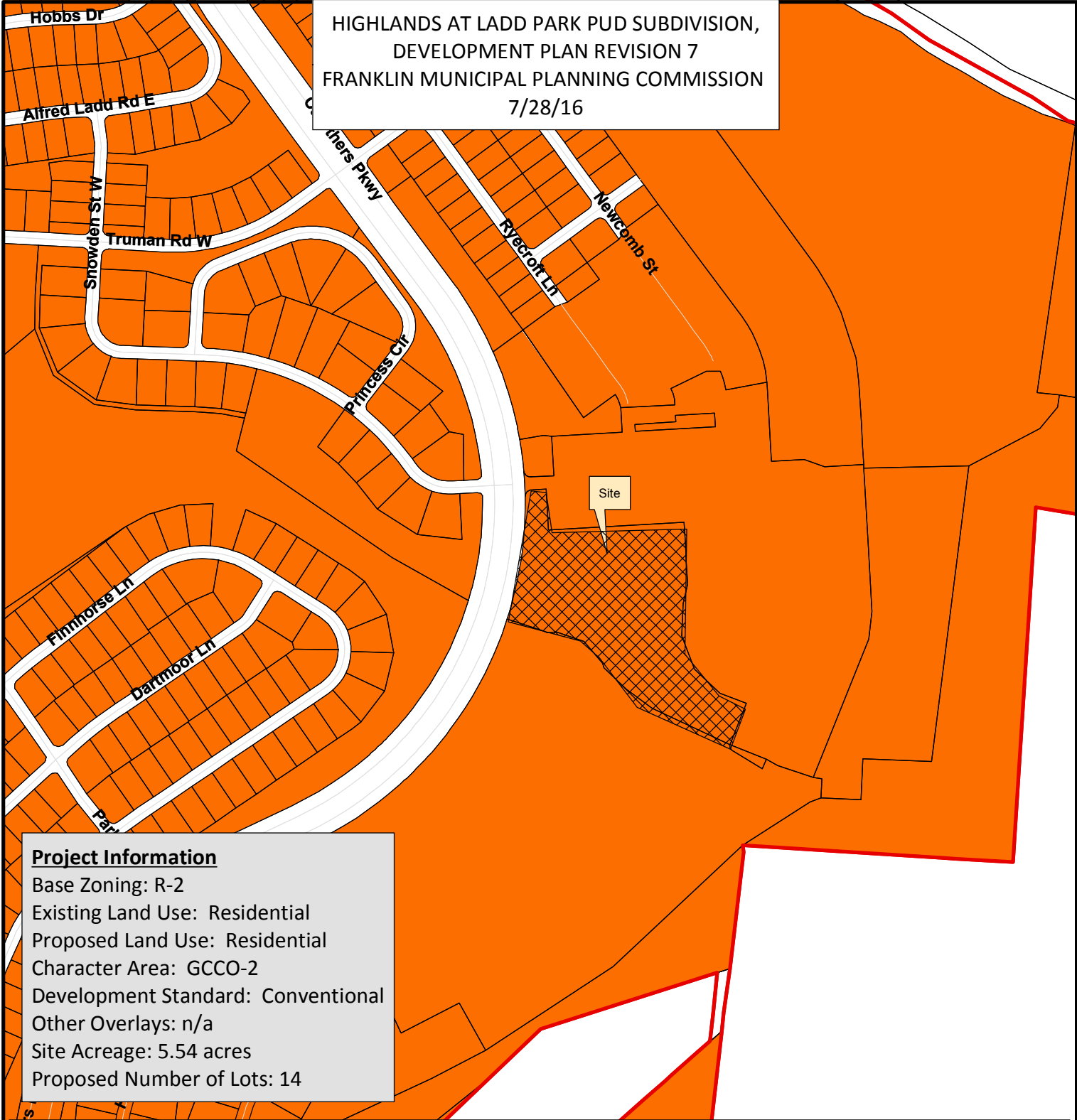
Approved as to form by:

Shauna R. Billingsley
City Attorney

PLANNING COMMISSION RECOMMENDED APPROVAL: _____

PUBLIC HEARING AND BOMA APPROVAL: _____

HIGHLANDS AT LADD PARK PUD SUBDIVISION,
DEVELOPMENT PLAN REVISION 7
FRANKLIN MUNICIPAL PLANNING COMMISSION
7/28/16



Project Information
 Base Zoning: R-2
 Existing Land Use: Residential
 Proposed Land Use: Residential
 Character Area: GCCO-2
 Development Standard: Conventional
 Other Overlays: n/a
 Site Acreage: 5.54 acres
 Proposed Number of Lots: 14

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



0 275 550 1,100 Feet

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CONDITIONS OF APPROVAL:

Planning

General Comments

1. One-Stop Procedure

- Due to the applicant's diligence in addressing staff comments and resolving most issues prior to resubmittal, this project is eligible for the One-Stop Post-PC review process. To participate in the One-Stop Post-PC process, the applicant must submit complete and corrected plans electronically through the IDT online review system by the scheduled One-Stop review date and be present at the One-Stop Center on the scheduled date and time that the One-Stop Post-PC service is available. The intent of One-Stop review is to close all outstanding conditions of approval and gain final document approval in an abbreviated time frame. Plans are reviewed on a first-come, first-serve basis in the One-Stop Center.
- For eligible final plats, the applicant shall bring a mylar with all non-City Hall signatures provided. The applicant will also be required to establish required sureties prior to City Department signatures being applied. The sureties may be established after the one stop process.
- In the case of site plans, the one stop process can only satisfy the City of Franklin review process. The review by State Authority and pre-construction meetings with staff in the field will still be required prior to the issue of stormwater and grading and/or utility construction permits.

If all conditions of approval have not been met at the scheduled One-Stop review, the applicant will be required to submit the project for additional review at another scheduled One-Stop date. The next available One-Stop Post-PC date is **[8/3/2016]** and the applicant must check in at the One Stop center **between the hours of 8:00 and 11:00 a.m.** in order for their plans to be reviewed that day. The applicant may contact the Department of Building and Neighborhood Services with any questions regarding the process and for any future One-Stop Post-PC dates.

[Ladd Park Devel Plan REV 7_7.7.2016.pdf](#)

2. Architecture

- Please submit a digital copy of the Detached Residential Affidavit.

3. Architecture

- Please submit a digital copy of the Detached Residential Affidavit.

4. Architecture

- Applicant shall edit Section N from note on architectural elevations sheet to correct remaining section number/letter(s).

5. Project number

- Applicant shall include project number on elevations sheet.

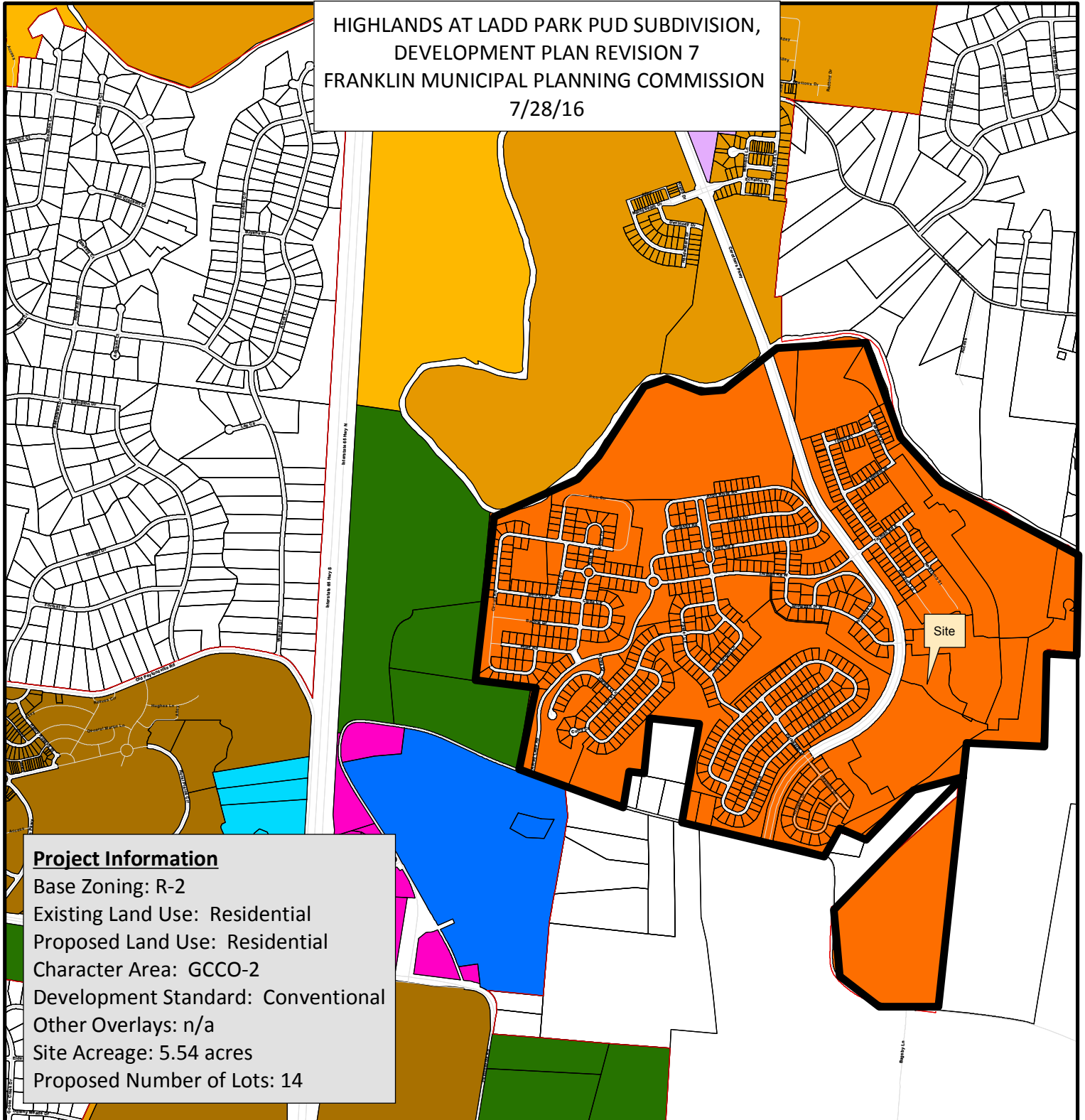
6. Recorded Plat Chart

- Applicant shall ensure that both charts match up correctly between sheets 2 and 3. Recorded plat chart should not change between those two sheets.

7. Future Lots

- Applicant shall remove the 14 lots asked for on existing conditions chart. Those lots are not existing.

HIGHLANDS AT LADD PARK PUD SUBDIVISION,
DEVELOPMENT PLAN REVISION 7
FRANKLIN MUNICIPAL PLANNING COMMISSION
7/28/16



Project Information

Base Zoning: R-2
Existing Land Use: Residential
Proposed Land Use: Residential
Character Area: GCCO-2
Development Standard: Conventional
Other Overlays: n/a
Site Acreage: 5.54 acres
Proposed Number of Lots: 14

- | | |
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| RM-20 Attached 20 Residential District | |
| SD-R Specific Development-Residential | |
| SD-X Specific Development-Variety | |



0 1,000 2,000 4,000 Feet

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The Highlands at Ladd Park Subdivision

DEVELOPMENT PLAN - REVISION 7

C.O.F. PROJ. #6175 JUNE 13, 2016

WILLIAMSON COUNTY, TENNESSEE
Property Map 106, Parcel 184

TRILLIUM VENTURES
Paul Arnold
317 Main St., Suite 201
Franklin, TN 37064
P 615.791.7577
F 615.791.9045
C 615.604.4197
E parnold@trillium-ventures.com

SULLIVAN ENGINEERING, INC.
Richard "Dickie" Sullivan
317 Main Street, Suite 201
Franklin, TN 37064
P 615.319.1855
C 615.319.1855
E dickie@sullivanengineering.com

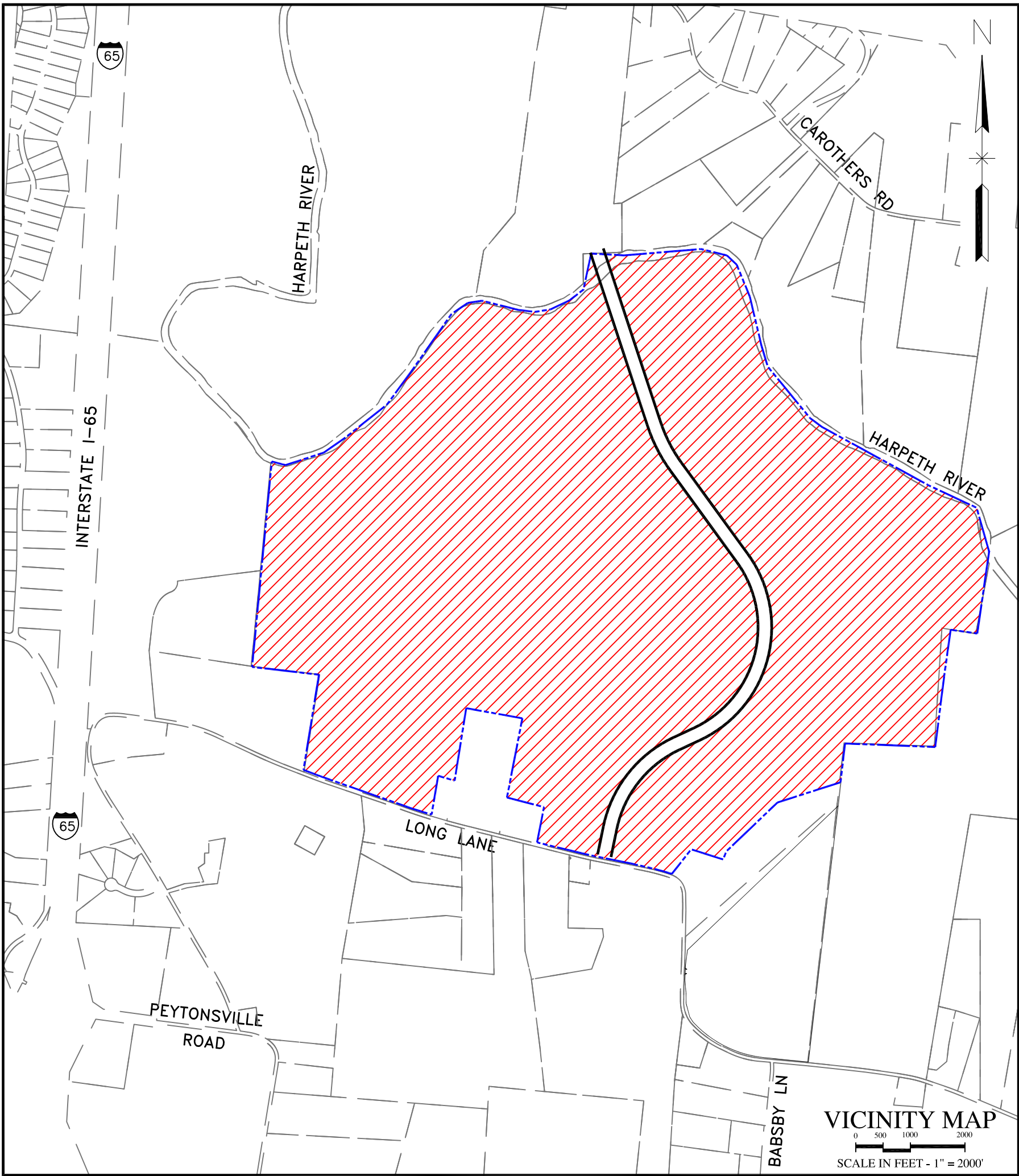
GAMBLE DESIGN
COLLABORATIVE
Greg Gamble
144 Southeast Pkwy., Ste. 230
Franklin, TN 37064
P 615.224.8378
C 615.975.5765
E greggamble209@gmail.com

Development Plan Changes (Revision 7)

- A. Sections 26, 28, 29, 40 and 32-34 are now shown as approved, and associated open spaces given recorded lot number and acreage.
- B. A previous Lot in Reserve in Section L has been absorbed into Open Space L3.
- C. Fourteen lots have been added in Section I (previously shown as a Lot in Reserve) on the east side of Carothers Parkway just south of Snowden Road East. Thus, the net increase of additional lots is 14, raising the total number of lots from 1203 which was approved with Rev. 6, to 1217. The revised density is 1.96 units / AC.
- D. Because of the above revisions, all Open Space and Lot Charts have been revised accordingly.
- E. Section L has one revision. The lots were pulled away from the east perimeter of the property to create a buffer to save existing trees.
- F. Section N has two revisions. One road culdesac to avoid a vertical grade greater than 10%. One open space, N4, added for water quality.
- G. Asking for one Modification of Standards (see below).

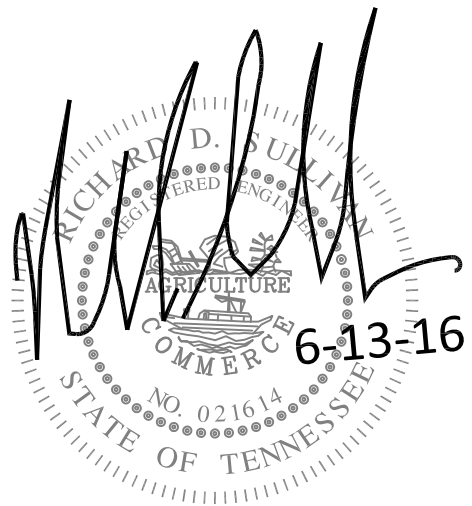
Modifications of Standards (Revision 7)

MOS 4: Trillium Ventures requests a modification of City of Franklin Development Standard 5.10.8, Alley and Cul-De-Sac Layout, allowing a cul-de-sac to be longer than 500' in length.

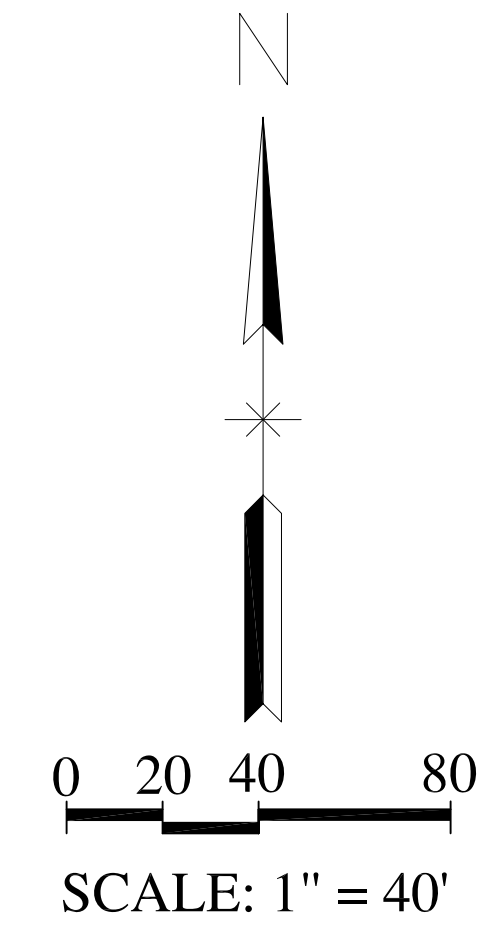
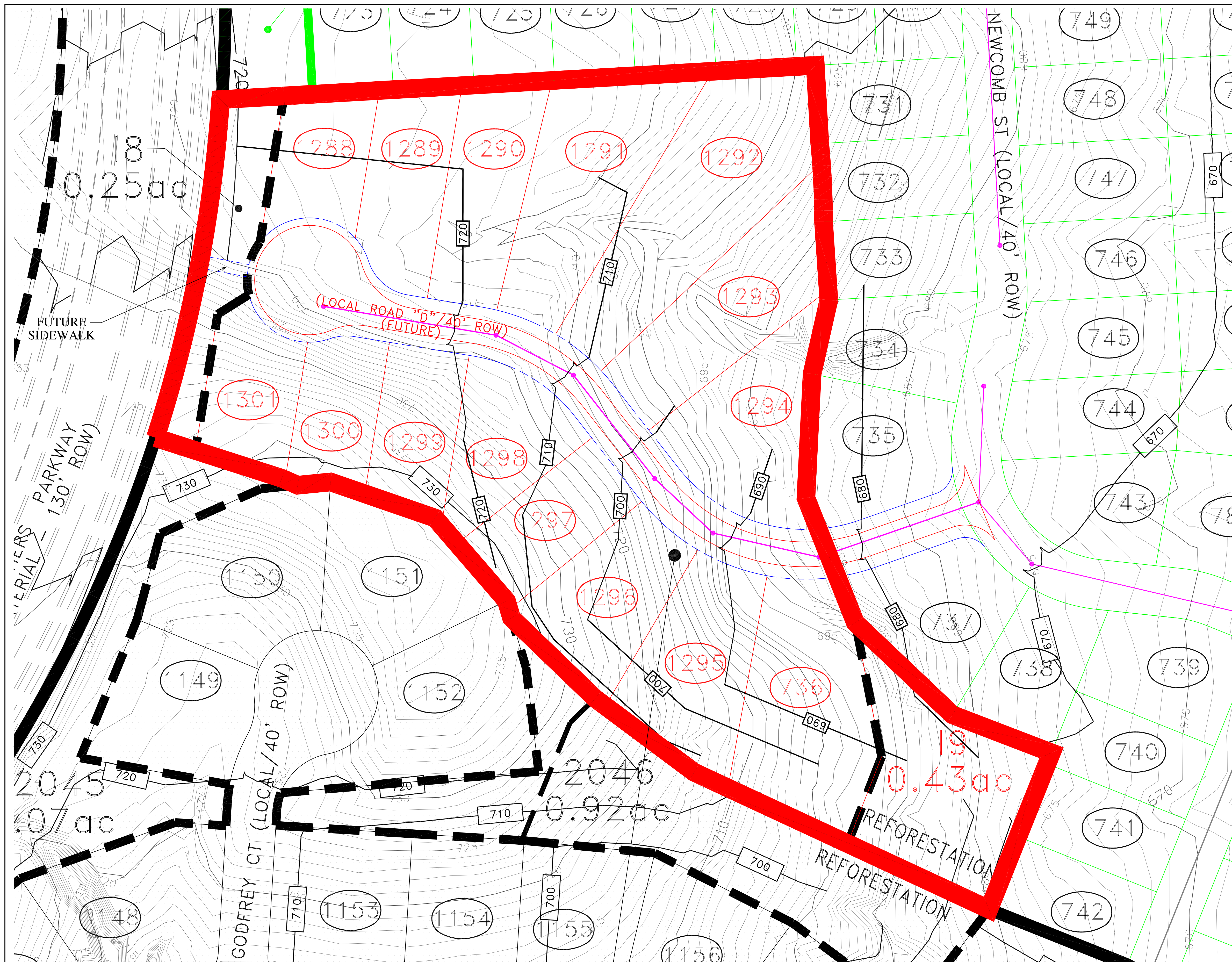


INDEX OF SHEETS

- | | |
|---|------------------------------|
| 1 | TITLE SHEET |
| 2 | EXISTING CONDITIONS |
| 3 | DEVELOPMENT PLAN (1" = 200') |
| 4 | DEVELOPMENT PLAN (1" = 40') |



Recorded Open Space				Recorded Open Space			
SEC	LOT	AC	SEC	LOT	AC	SEC	LOT
3	1051	0.33	1	1047	0.39		
3	1052	0.26	1	1048	0.31		
3	1054	0.09	2	1049	0.35		
3	1055	0.21	2	1050	0.75		
3	1056	0.21	2	1051	0.25		
3	1057	0.05	3	1052	0.75		
4	1061	0.18	3	1059	1.40		
4	1062	0.46	1	1060	2.30		
4	1064	0.74	4	1063	5.10		
4	1065	0.31	5	1064	1.20		
4	1066	0.31	5	1062	1.11		
4	1067	0.15	5	1065	2.60		
4	1068	0.20	1	1066	0.21		
5	1070	0.54	5	2000	9.49		
6	1088	5.00	9	1083	0.27		
13	2013	0.10	13	2015	0.60		
14	2009	0.10	14	2004	0.07		
20	2010	17.13	15	2009	0.85		
20	2011	0.11	15	2006	0.06		
20	2012	0.2	15	2006	1.18		
24	2010	0.33	17	2007	0.73		
25	2001	2.94	21	2011	0.63		
25	2002	2.56	21	2014	0.56		
25	2003	1.20	22	2015	0.64		
27	2018	1.09	23	2025	2.44		
27	2019	0.27	20	2008	0.17		
27	2020	0.10	24	2017	0.73		
27	2021	0.12	25	2004	1.60		
27	2022	0.12	25	2008	1.89		
40	(Amended)	1.32	26	2029	1.98		
			29	2030	10.77		
			19	2032	0.84		
			19	2033	1.41		
			31	2043	1.52		
			31	2044	1.78		
			31	2045	1.07		
			31	2046	1.83		
			31	2047	0.43		
			31	2048	2.91		
			31	2049	1.64		
			31	2050	1.64		
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			31	2238	1.64		
			31	2239	1.64		
			31	2240	1.64		
			31	2241	1.64		
			31				



TOTAL AREA OF THIS
SECTION IS 5.54 ACRES
AND WAS PREVIOUSLY
A LOT IN RESERVE.

The Highlands at Ladd Park DEVELOPMENT PLAN - Revision 7

RESIDENTIAL SUBDIVISION WILLIAMSON COUNTY, TENNESSEE		C.O.F. PROJ. #6175	DEVELOPMENT PLAN
TRILLIUM VENTURES Paul Arnold 317 Main St., Suite 201 Franklin, TN 37064 P 615.791.7577 F 615.791.9045 C 615.604.4197 E parnold@trillium-ventures.com	SULLIVAN ENGINEERING, INC. Richard "Dickie" Sullivan 317 Main Street, Suite 201 Franklin, TN 37064 C 615.319.1855 E dickie@sullivanengineering.com	February 9, 2010 Rev: March 4, 2010 FINAL: July 12, 2010 Rev: November 4, 2010 Rev: July 18, 2012 Rev: May 13, 2013 Rev: December 9, 2013 Rev: June 9, 2014 Rev: March 9, 2015 Rev: June 13, 2016	SHEET NO. 4 OF 4

SAMPLE FRONT ELEVATIONS



ELEVATION PROVIDED BY THE JONES COMPANY FOR FUTURE SECTIONS BUILT OUT BY THE JONES COMPANY.

ARCHITECTURAL ELEVATION NOTES

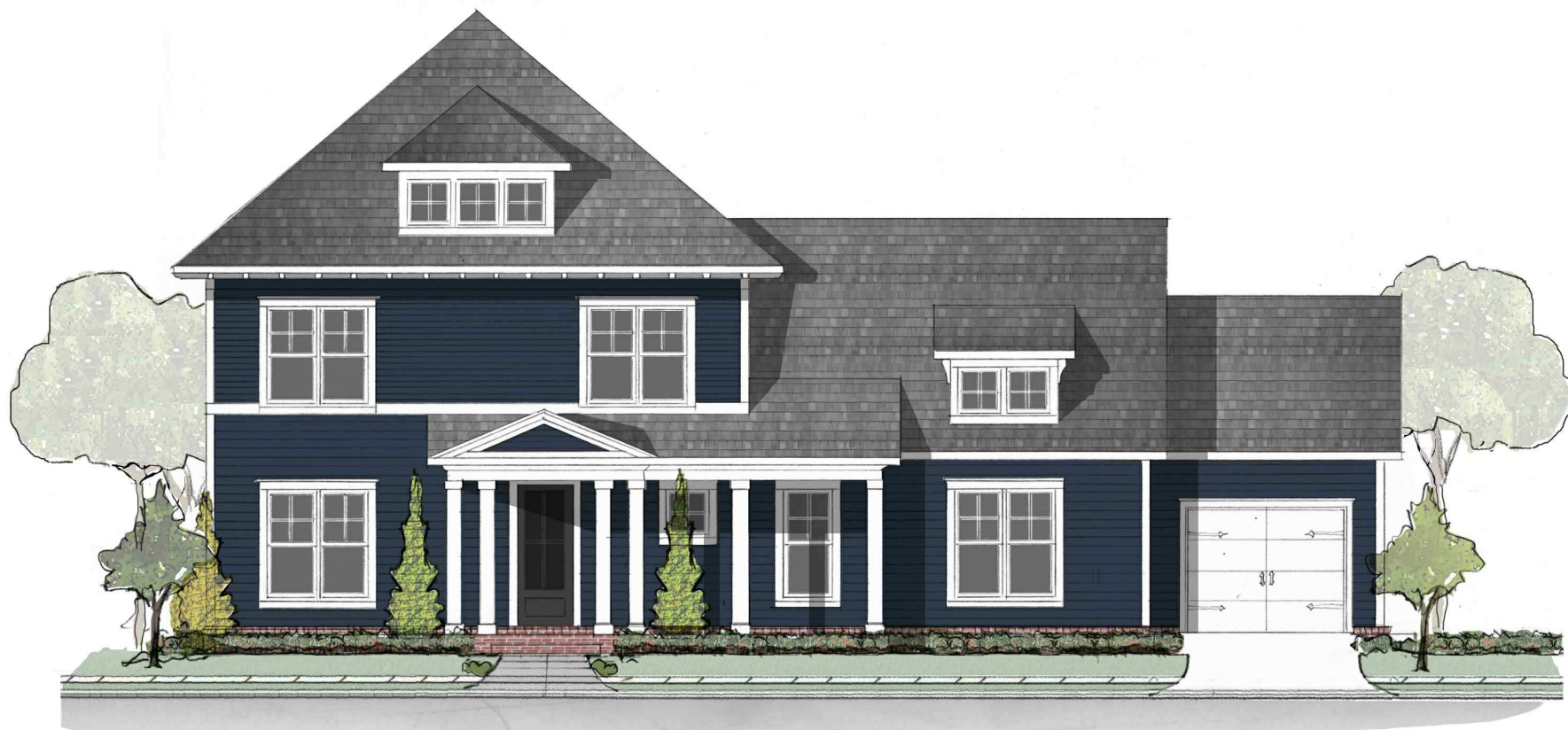
- 1. These elevations have been designed to meet the requirements of the City of Franklin's architectural design standards and the approval of the Planning Commission/City of Franklin. Changes shall not be made to the approved elevations unless approved by either the Codes Director or the Planning Commission.
- 2. Elevations shown are typical for this development. Final design plans shall be submitted with the request for Building Permits and shall indicate compliance with the City of Franklin's architectural design standards; specifically the requirement for exposed foundations or water tables/elevated finished floors and garage door separation/maximum widths.
- 3. Single family detached homes are to be designed for lots with garage access from the front-facing street with attached garage.
- 4. One to two stories in height.
- 5. Materials include brick, simulated stone, cementitious siding and architectural shingles.
- 6. Garage is setback a minimum of 3 feet from the front facade per Ladd Park PUD.
- 7. Garage doors shall be a maximum of 9 feet in width with a minimum separation (if two car garage is provided) by a minimum of 1 feet.
- 8. Homes for Ladd Park future sections shall be between 1,800 SF and 4,200 SF.

The home elevations shown here are representative of the homes planned for Ladd Park Section N. They are the basis for design review by the City of Franklin at the time of building permit. Based on my professional experience, the plans presented meet or exceed the design standards set forth by the City of Franklin.

Greg Gamble, Registered Landscape Architect.



ELEVATION PROVIDED BY SIGNATURE HOMES FOR FUTURE SECTIONS BUILT OUT BY SIGNATURE HOMES.



ELEVATION PROVIDED BY SIGNATURE HOMES FOR FUTURE SECTIONS BUILT OUT BY SIGNATURE HOMES.

Typical Architectural Elevations

C.O.F. PROJ. #xxxx



REVISIONS :	<i>The Highlands</i> AT LADD PARK DEVELOPMENT PLAN REVISION 7—WILLIAMSON COUNTY, TENNESSEE		SEI JOB # 14.005
			SECTION
			SHEET NO.
			A1
TRILLIUM VENTURES, INC. 317 MAIN STREET, SUITE 201 FRANKLIN, TN 37064 (615) 791-7577			SCALE :
DRAWN BY :		DATE : 7.7.2016	APPROVED BY :

ORDINANCE NUMBER 2016-023

TO BE ENTITLED: "AN ORDINANCE TO AMEND TITLE 16, CHAPTER 2 OF THE FRANKLIN MUNICIPAL CODE RELATING TO STREET OCCUPANCY, OBSTRUCTIONS, AND EXCAVATIONS."

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations and standards for the location, design, construction, and maintenance of buildings and structures within the City; and

WHEREAS, the Board of Mayor and Aldermen found that ordinances that regulate land use, development, and building construction must be dynamic and modified from time to time to reflect changes in best practices, model codes, building materials, land labor costs, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, the Board of Mayor and Aldermen found that in order to effectively promote the public health, safety, comfort, convenience, and general welfare of the people of Franklin, Tennessee, guidelines should be established to regulate the use, temporary obstruction, and/or construction within the public right-of-way.

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

SECTION I. That Title 16, Chapter 2 of the Franklin Municipal Code is hereby amended to add the following text in **bold**, delete text shown by strikethrough, and is approved to read as follows:

CHAPTER 2. – **STREET OCCUPANCY, OBSTRUCTION, EXCAVATIONS, AND CUTS**

- Sec. 16-201. - Permit required.
- Sec. 16-202. - Applications.
- Sec. 16-203. - Fee.
- Sec. 16-204. - Surety.
- Sec. 16-205. - Manner of excavating—Barricades and lights—Temporary sidewalks.
- Sec. 16-206. - Restoration of streets, etc.
- Sec. 16-207. - Insurance.
- Sec. 16-208. - Time limits.
- Sec. 16-209. - Supervision.

CHAPTER 2. – **STREET OCCUPANCY, OBSTRUCTION, EXCAVATIONS, AND CUTS**

- Sec. 16-201. - Permit required.

It shall be unlawful for any person, firm, corporation, association or others, **to occupy or obstruct any public street, alley or sidewalk, for the purpose of placing thereon construction equipment, scaffolding, non-licensed vehicles, material or rubbish for or from building operations, or** to make any excavation in any street, alley, **sidewalk** or public place, or to tunnel under any street, alley, or public place without having first obtained a permit as herein required, and without complying with the provisions of this chapter; and it shall also be unlawful to violate, or vary from, the terms of any such permit; provided,

however, any person maintaining pipes, lines, or other underground facilities in or under the surface of any street may proceed with an opening without a permit when emergency circumstances demand the work to be done immediately and a permit cannot reasonably and practicably be obtained beforehand. The person shall thereafter apply for a permit on the first regular business day ~~on which the office of the recorder is open for business,~~ and said permit shall be retroactive to the date when the work was begun.

Sec. 16-202. - Applications.

Applications for such permits shall be made to the ~~recorder, or such person as he may designate to receive such applications,~~ **City** and shall state thereon the location of the intended **occupation, obstruction,** excavation, or tunnel, the person, firm, corporation, association, or others doing the actual **construction, activity,** excavating, or tunneling, the name of the person, firm, corporation, association, or others for whom the work is being done, plans ~~in as great as detail as is required by the City recorder or his designee~~ showing the exact location, type and scope of all work to be performed, and shall contain an agreement that the applicant will comply with all ordinances and laws relating to the work to be done. Such application shall be rejected or approved ~~by the recorder~~ within ~~ten~~ **five (5) working** days of its filing.

Sec. 16-203. - Fee.

The fee for a permit **to occupy or obstruct any street, alley or sidewalk, for the purpose of placing thereon construction equipment, scaffolding, non-licensed vehicle, material or rubbish for or from building and/or landscaping operations,** or to excavate in, or across streets, roads, alleys, sidewalks, or other public ways within the **City**, shall be as specified in **Appendix A, Comprehensive Fees and Penalties**, and shall cover the administrative costs of inspection by the **City**. If in the opinion of the ~~engineering~~ **Street Department Director** or his designee, after appropriate inspection, any work inspected under the terms of this section fails to comply with the law, and notice is given to the permittee or his agent, and any reinspection of the same work is required, then a fee as specified in **Appendix A, Comprehensive Fees and Penalties**, per reinspection may be assessed against and collected from the permittee or his agent. No portion of the permitted work shall continue without first paying the reinspection fee.

Sec. 16-204. - Surety.

No permit shall be issued to any person for the **occupation, obstruction, or** excavation in or across any street, road, alley, **sidewalk**, public way, or **City** right-of-way until such applicant posts a surety in an amount as estimated by the ~~Street superintendent~~ **Department Director or his designee** to be sufficient to ensure faithful performance of all work, payment of all fees, and restoration of all property to its original condition. An applicant may satisfy the surety requirement in any of the following ways:

- (1) By ~~paying~~ **depositing** cash;
- (2) By posting a cashier's or certified check;
- (3) By providing an acceptable letter of credit;
- (4) By posting a surety bond.

In the event the applicant completes all work in an acceptable fashion and returns the work site to its original condition, the ~~Street superintendent~~ **Department Director or his designee** will refund the money and/or release the applicant from all obligations under a letter of credit or bond. In the event the applicant fails to comply with any of the terms of the agreement, the **City** may use the cash or check, or call on the terms of the letter of credit or bond, to complete all work specifications and return the site to its original condition. Upon completion of this work by the **City**, any remaining balance shall be returned to the applicant.

Sec. 16-205. - Manner of excavating—Barricades and Lights—Temporary sidewalks.

Any person, firm, corporation, association, or others **occupying or obstructing any public street, alley or sidewalk, for the purpose of placing thereon construction equipment, scaffolding, non-licensed vehicle, material or rubbish for or from building and/or landscaping operations, or** making any excavation or tunnel shall do so according to the terms and conditions of the application and permit authorizing the work to be done. Sufficient and proper barricades, lights, **signage**, and/or flagman, shall be maintained to protect persons and property from injury by or because of the **occupation, obstruction, activity, or** excavation being made. If any sidewalk is blocked by any such work, a temporary walkway shall be provided which shall be safe for travel and convenient for users. No work shall be performed in or about a manhole or other confined space without sufficient personnel to insure the safety of the general public, while maintaining adequate vehicular and pedestrian traffic flow, and providing safety warnings in accordance with federal, state, and local requirements.

Sec. 16-206. - Restoration of streets, etc.

Any person, firm, corporation, association, or others **occupying or obstructing any street, alley or sidewalk, for the purpose of placing thereon construction equipment, scaffolding, non-licensed vehicle, material or rubbish for or from building and/or landscaping operations, or** making any excavation or tunnel in or under any street, alley, **sidewalk**, public place, or **City** right-of-way in the **City** shall restore said street, alley, **sidewalk**, public place, or **City** right-of-way to its original condition or promptly upon the completion of the work for which the **occupation, obstruction, or** excavation or tunnel was made. In case of unreasonable delay in restoring the street, alley, **sidewalk**, public way, or **City** right-of-way, the ~~recorder~~ **City** shall give notice to the person, firm, corporation, association, or others that unless the **occupation or obstruction is removed, or** excavation or tunnel is refilled properly within a specified reasonable period of time, the **City** will do the work and charge the expense of doing the same to such person, firm, corporation, association, or others. If within the specified time the conditions of the above notice have not been complied with, the work shall be done by the **City**, an accurate account of the expense involved shall be kept, and the total cost shall be charged to the person, firm, corporation, association, or others who made the excavation or tunnel.

Sec. 16-207. - Insurance.

In addition to making the deposit or **submitting a** bond hereinbefore required to insure that proper restoration is made, each person applying for a **Street Occupancy Permit** shall file a **Certificate of Insurance** indicating that he is insured against claims for damages for personal injury as well as against claims for property damage which may arise from or out of the performance of the work, whether such performance be by himself, his subcontractor, or anyone directly or indirectly employed by him. The amount of the insurance shall be prescribed by the ~~recorder~~ city in accordance with the nature of the risk involved; provided, however, that the minimum liability insurance shall be as specified in **Appendix A, Comprehensive Fees and Penalties**.

Sec. 16-208. - Time limits.

Each application for a **Street Occupancy Permit** shall state the length of time it is estimated will elapse from the commencement of the work until the restoration of the surface of the ground or pavement, or until the refill is made ready for the pavement to be put on by the **City** if the **City** restores such surface

pavement. It shall be unlawful to fail to comply with this time limitation unless permission for an extension of time is granted by the ~~recorder~~ **City**.

Sec. 16-209. - Supervision.

All excavations and other construction must be inspected by either the ~~superintendent of the Street~~ **Department Director or their designee** or the ~~Building and building~~ **and Neighborhood Services Department Director or their designee**. Notice must be given to one of these officials at least ten **(10)** hours before any work commences except in case of emergency. No surety will be released until final restoration has been completed and inspected by one of these officials or their designated agents.

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 second 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

PASSED FIRST READING: _____

PASSED SECOND READING: _____

ORDINANCE NUMBER 2016-024

TO BE ENTITLED: "AN ORDINANCE TO AMEND THE CITY OF FRANKLIN MUNICIPAL CODE, APPENDIX A - COMPREHENSIVE FEES AND PENALTIES, CHAPTER 16 – STREETS & SIDEWALKS, ETC., FOR THE PURPOSE OF ADDING STREET OCCUPANCY AND VALET PARKING PERMIT FEES."

WHEREAS, for the purpose of promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, Tennessee the Board of Mayor and Aldermen is authorized to prescribe regulations and standards that encourage and advance the quality of life within the City; and

WHEREAS, the Board of Mayor and Aldermen found that ordinances and policies that regulate land use, guide the maintenance of the city's infrastructure, and delivery of essential services must be dynamic and modified from time to time to reflect changes in best practices, model codes, land and labor costs, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, the Board of Mayor and Alderman has decided to create a separate title in the Franklin Municipal Code for the sole purpose of listing all the fees and penalties charged and assessed by the city, entitled Comprehensive Fees and Penalties.

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

SECTION I: That Appendix A, Chapter 16 – Streets & Sidewalks, etc. of the Franklin Municipal Code be amended by inserting and codifying the following fees to read as follows. Additional text is highlighted in **bold**:

CHAPTER 16. - STREETS AND SIDEWALKS, ETC.

* * *

<i>Excavation and Cuts within Public Right-of-Way</i>	
Permit fee to excavate in, or across streets, roads, alleys, sidewalks, or the public right-of-way.	\$100.00
Certificate of insurance	Liability insurance: For bodily injury shall not be less than \$200,000.00 for each person; and \$500,000.00 for each accident; and \$1,000,000.00 aggregate; and For property damages not less than \$500,000.00 for any one accident and a \$1,000,000.00 aggregate.

<i>Street Occupancy or Obstruction</i>	
Permit fee to occupy or obstruct public streets, alleys, sidewalks, or the public right-of-way for building operations.	\$25.00 for 24 hours, \$50.00 for up to 1 week (7 days), \$100.00 for up to 30 days, Renewable at \$100.00 per month or portion thereof.
Certificate of insurance	Liability insurance of \$250,000.00 per occurrence insuring the owner or operator against liability for personal injury in addition to additional up to \$1,000,000.00 per person and \$3,000,000.00 per occurrence; and \$1,000,000.00 single-limit coverage for bodily injury and property damage; and proof of applicable TN worker's compensation insurance.
Surety/ Bond	Minimum \$2500.00 or as determined by Street Department Director or his designee.
<i>House Moving</i>	
Permit fee	\$50.00
Certificate of insurance	Liability insurance for property damages not less than \$50,000.00

* * *

<i>Valet Parking</i>	
Permit Fee - Annual	\$10.00 per linear feet of the Valet Zone. Minimum \$250
Permit Fee – Special Event or Special Occasion (2-day max)	\$5 per linear feet of the Valet Zone. Minimum \$125
Certificate of Insurance	As determined by the City of Franklin Risk Manager

* * *

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 second and final reading, the health, safety and welfare of the citizens of Franklin, Tennessee 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

PASSED FIRST READING _____

PASSED SECOND READING _____

ORDINANCE 2016-030

**TO BE ENTITLED: “AN ORDINANCE TO AMEND TITLE 21,
AFFORDABLE AND WORKFORCE HOUSING OF THE FRANKLIN
MUNICIPAL CODE IN ORDER TO DELETE CHAPTER 7,
INCLUSIONARY HOUSING FOR PREVIOUSLY APPROVED
PLANNED UNIT DEVELOPMENTS.”**

WHEREAS, in order to promote the health, safety, human rights, prosperity, and general welfare of the people of Franklin, Tennessee the Board of Mayor and Aldermen adopted Ordinances 2010-21 and 2015-03 establishing Inclusionary Housing regulations and standards intended to promote affordable and workforce housing choice within the City; and

WHEREAS, the General Assembly of the State of Tennessee, enacted Public Chapter No. 822, amending the Tennessee Code Annotated, Title 66, Chapter 35 pertaining to Rent Control; and

WHEREAS, Public Chapter No. 822 amended T.C.A. § 66-35-102 to add a new subsection (b) to prohibit a local government from enacting, maintaining, or enforcing any zoning regulation, requirement, or condition of development imposed by land use or zoning ordinances, or regulations, or pursuant to any special permits, special exceptions, or subdivision plans that require the direct or indirect allocation of a percentage of existing or newly constructed private residential or commercial rental units for long-term retention as affordable housing; and

WHEREAS, Public Chapter No. 822 applies to all current and future zoning regulations.

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

SECTION I. That Title 21, Chapter 7 – Inclusionary Housing for Previously Approved Planned Unit Developments, of the City of Franklin Municipal Code is hereby deleted in its entirety.

SECTION II. Severability. In the event that any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION III. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING

PASSED SECOND READING



State of Tennessee

PUBLIC CHAPTER NO. 822

SENATE BILL NO. 1636

By Haile

Substituted for: House Bill No. 1632

By Casada, Lamberth, Cameron Sexton, Daniel, Durham

AN ACT to amend Tennessee Code Annotated, Title 66, Chapter 35, relative to the prohibition of rent control.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Tennessee Code Annotated, Section 66-35-102, is amended by designating the existing language as subsection (a) and adding the following language as new subsections:

(b) A local governmental unit shall not enact, maintain, or enforce any zoning regulation, requirement, or condition of development imposed by land use or zoning ordinances, resolutions, or regulations or pursuant to any special permit, special exception, or subdivision plan that requires the direct or indirect allocation of a percentage of existing or newly constructed private residential or commercial rental units for long-term retention as affordable or workforce housing. This subsection (b) shall apply to all current and future zoning regulations.

(c) This section does not affect any authority of a local governmental unit to create or implement an incentive-based program designed to increase the construction and rehabilitation of moderate or lower-cost private residential or commercial rental units.

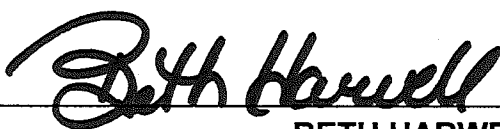
SECTION 2. This act shall take effect upon becoming a law, the public welfare requiring it.

SENATE BILL NO. 1636

PASSED: April 7, 2016

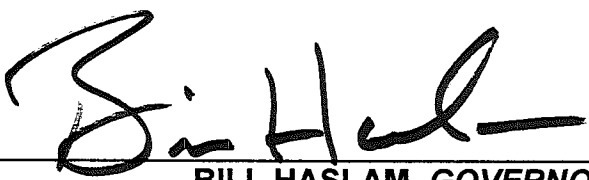


RON RAMSEY
SPEAKER OF THE SENATE



BETH HARWELL, SPEAKER
HOUSE OF REPRESENTATIVES

APPROVED this 21st day of April 2016



BILL HASLAM, GOVERNOR

RESOLUTION NUMBER 2016-43

**TO BE ENTITLED: A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN
GRANTING CONSENT TO ADOPT THE VANTAGE TRUST LLC PARTICIPATION
AGREEMENT**

WHEREAS, the City of Franklin, by action of the Board of Mayor and Aldermen, previously adopted 401 retirement savings agreements with Vantage Trust and ICMA Retirement Corporation, and

WHEREAS, the Plans require periodic updating to comply with changes in federal law and guidelines of the Internal Revenue Service, and

WHEREAS, those changes are included in the revised Participation Agreement documents for ICMA-RC Retirement Saving Plan numbers 801233, and

WHEREAS, the City wishes to take advantage of the reduced fees associated with the new agreement.

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

Section 1. That the City of Franklin approves the Participation Agreement and authorizes the Mayor or City Administrator to execute the revised Plan agreements, as attached as Exhibit I.

Section 2. That this Resolution shall be effective upon adoption.

IT IS SO RESOLVED AND DONE on this 25th day of August, 2016.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____

**Eric Stuckey
City Administrator**

By: _____

**Ken Moore
Mayor**

Approved as to form by:

**Shauna R. Billingsley
City Attorney**



June 2016

Re: Changes Coming to Your VantageCare Retirement Health Savings Plan – *Action Required*

Dear RHS Plan Sponsor:

We are writing to tell you about ICMA-RC's restructuring of our proprietary investment options to a Collective Investment Trust (CIT) only structure. We are also writing to explain how that affects your VantageCare Retirement Health Savings (RHS) plan and the steps you need to take. We are very excited about how these changes will benefit you and your participants. We estimate that the CIT only structure will result in a 12 to 14-basis point savings on assets currently invested in the Vantagepoint Funds.

In order to change to a CIT only structure, the registered Vantagepoint Funds will be liquidated beginning September 16, 2016. Concurrently, we are making available to our RHS plans and participants a new series of CITs, the VT II Vantagepoint Funds (VT II Funds). These new funds have the same objectives and strategies as the corresponding Vantagepoint Funds, but at a significant comparative savings.

Here is where we need your assistance. In order to realize the significant savings of the VT II Funds, and to avoid Vantagepoint Fund assets in your RHS plan defaulting to a money market fund on September 16, 2016, you must adopt VantageTrust II no later than August 26, 2016. Below you will find simple instructions on how to adopt VantageTrust II. Your adoption will serve as instructions to ICMA-RC to transfer RHS assets invested in The Vantagepoint Funds and Dreyfus Cash Management Fund to the corresponding VT II Funds. Upon adoption, we will notify your participants and then transfer assets from The Vantagepoint Funds and Dreyfus Cash Management Fund to the corresponding VT II Funds.

Investment in the VT II Funds through VantageTrust II offers the following benefits to your RHS plan and participants:

- ▶ **Access to lower-cost investment options.** We estimate that the CIT only structure of the VT II Funds will result in a 12 to 14-basis point savings on assets currently invested in the Vantagepoint Funds and the Dreyfus Cash Management Fund. For example, a plan with \$1 million currently invested among the Vantagepoint Funds and Dreyfus Cash Management Fund will experience savings of approximately \$1,200 to \$1,400 each year by transferring Vantagepoint Fund assets to the VT II Funds.
- ▶ **Focus on public sector retirement plans.** VT II Funds are primarily available to public sector retirement plans and their participants. This structure allows us to better focus the VT II Fund investment strategies to address the needs of public sector employees.
- ▶ **Simplified fee structure.** The RHS asset-based plan administration fee, currently deducted directly from participant accounts and reported separately on participant statements, will instead be included in the daily unit value of each VT II Fund, simplifying your participants' statements.

The VT II Funds will continue to provide daily unit values, and transaction instructions will continue to be executed at the end of each business day. In addition, you and your participants will have access to detailed information regarding the VT II Funds through our website and disclosure documents.

ICMA-RC will manage the transition to the VT II Funds, and keep you and your participants informed of the timing and benefits of the transition. Once the transfer is complete, The Vantagepoint Funds and Dreyfus Cash Management Fund will no longer be investment options in your plan.

VantageTrust II Disclosure, Adoption, and Investment Materials

Please review the enclosed information:

- ▶ **VantageTrust II Participation Agreement:** RHS plan sponsors need to review and execute this agreement in order to adopt VT II and become eligible to invest in VT II Funds.
- ▶ **VantageTrust II Declaration of Trust:** The governing document for the operation of VT II. Please review and retain a copy for your records.
- ▶ **VantageCare Retirement Health Savings Plan – VantageTrust II Investment Options:** Key information regarding each VT II Fund available to your RHS plan, including fund objective, strategies, asset allocation ranges, risks, and expenses.
- ▶ **Investments Mapping Chart:** Displays the mapping of the transfer of RHS plan assets from the Vantagepoint Funds and the Dreyfus Cash Management Fund to VT II Funds.
- ▶ **VantageTrust II Disclosure Memorandum:** Additional information regarding VT II and the operation of the funds it makes available to investors.

Action Needed to Invest in the VT II Funds

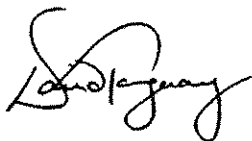
Review and sign the enclosed VantageTrust II Participation Agreement and return it to us by:

- ▶ fax to 202-682-6439, ATTN: Workflow Management Team;
- ▶ email to planadoptionsservices@icmarc.org; or
- ▶ mail, using the enclosed envelope addressed to ICMA-RC, ATTN: Workflow Management Team, P.O. Box 96220, Washington, D.C. 20090-6220.

Please remember to keep a copy for your records.

If you have any questions, please contact your ICMA-RC Plan Sponsor Services team at 800-326-7272.

Thank you,



David Tanguay
Senior Vice President, Client Services

VantageTrust II Multiple Collective Investment Funds Trust

Participation Agreement

This Participation Agreement is by and between VantageTrust Company, LLC ("Trust Company"), the trustee of the VantageTrust II Multiple Collective Investment Funds Trust (the "Trust"), and the employer executing this Participation Agreement ("Employer") on behalf of the retirement plan(s) or retirement trust(s) identified on the signature page and effective as of the date specified at the end of this Agreement (the "Retirement Trust").

RECITALS

1. The Trust Company maintains the Trust (including each separate investment fund established as a "Fund") under the Declaration of Trust dated January 1, 2015, and all other attachments thereto, as amended and in effect from time to time (the "Declaration of Trust"), as a medium for the collective investment and reinvestment of assets of certain tax-exempt, governmental pension and profit-sharing plans, and retiree welfare plans within the meaning of section 401(a)(24) of the Internal Revenue Code of 1986, as amended, and related trusts, and other eligible investors that become Participating Trusts under the Declaration of Trust (defined as "Eligible Trust" in the Declaration of Trust).
2. The Retirement Trust desires to become a Participating Trust as defined in the Declaration of Trust.

DEFINITIONS

1. Unless otherwise specified herein, any capitalized word or phrase shall have the meaning as set forth in the Declaration of Trust.

AGREEMENT

In consideration of the foregoing and the promises set forth below, the parties agree to the following:

1. **Appointment and Acceptance.** The Employer hereby acknowledges that the Trust Company has appointed ICMA Retirement Corporation ("Investment Adviser"), an investment adviser registered under the Investment Advisers Act of 1940, as an investment adviser, pursuant to the terms of the Declaration of Trust to provide advice and recommendations to the Trust Company in the management of the Funds. The Employer further acknowledges and accepts that the Trust Company is a wholly owned subsidiary of Investment Adviser.
3. **Adoption of Trust.** The Retirement Trust's participation in each Fund will at all times be subject to the terms of the Declaration of Trust, which is hereby adopted as a part of the Retirement Trust and this Participation Agreement. The Retirement Trust's participation in each Fund will also be subject to the terms of the Declaration of Trust.
4. **Acceptance of Plan.** The Trust Company accepts the Retirement Trust (including each plan forming a part thereof) as a Participating Trust as of the date specified on the execution page of this Participation Agreement.
5. **Notice of Disqualification.** In the event that the Retirement Trust ceases to be an Eligible Trust as defined in the Declaration of Trust, then, in the case of any such event, the Employer shall deliver to the Trust Company a written notice of its ceasing to be an Eligible Trust within fifteen (15) calendar days of receipt of any notice, execution of any amendment, receipt of any letter or determination of such cessation. Upon the Trust

Company's receipt of such information, in writing or otherwise, the Retirement Trust's Units shall be redeemed in accordance with the provisions of the Declaration of Trust.

WARRANTIES, REPRESENTATIONS AND COVENANTS OF EMPLOYER AND ELIGIBLE TRUST

1. Employer and Retirement Trust represent and warrant as follows:
 - A. The Retirement Trust meets the definition of an "Eligible Trust" under the Declaration of Trust. This means the Retirement Trust is any of the following:
 - i. a retirement, pension, profit-sharing, stock bonus, or other employee benefit trust that is exempt from Federal income taxation under Section 501(a) of the Code by reason of qualifying under Section 401(a) of the Code; or
 - ii. an eligible governmental plan trust or custodial account under Section 457(b) of the Code that is exempt under Section 457(g) of the Code; or
 - iii. Section 401(a)(24) governmental plans; or
 - iv. any common, collective, or commingled trust fund the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100; or
 - v. an insurance company separate account (i) the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100, (ii) with respect to which the insurance company maintaining the separate account has entered into a written arrangement with the Trust Company consistent with the requirements of Revenue Ruling 2011-1, and (iii) the assets of which are insulated from the claims of the insurance company's general creditors; or
 - vi. any other plan, trust, or other entity that is an eligible investor in a group trust under Revenue Ruling 81-100.
 - B. The Retirement Trust is established, maintained and administered under one or more documents that authorize part or all of the assets of the Retirement Trust to be transferred to, and commingled for investment purposes in, a Trust that meets the requirements of Revenue Ruling 81-100;
 - C. The Declaration of Trust (including each Fund thereunder) is adopted as part of the Retirement Trust;
 - D. Authorization or license from any foreign, federal, state or local regulatory authority or agency required on the part of the Employer or the Retirement Trust has been obtained and any necessary filing with any of the foregoing has been duly made.
2. Employer hereby represents and acknowledges the following:
 - A. It has the requisite authority to enter into this Participation Agreement on behalf of the Retirement Trust, to authorize investments under the provisions of the documents of the Retirement Trust and to make, on behalf of the Retirement Trust, any and all certifications, covenants, representations or warranties set forth in this Agreement.

- B. It has received and reviewed the Declaration of Trust, any addenda thereto, the VantageTrust II Funds Disclosure Memorandum, and any additional materials and information it has requested describing the Trust, and its business and operation, and that in making a prudent investment decision with respect to the contribution of assets to the Trust in exchange for Units, the Employer has relied solely upon independent investigations made, directly or indirectly, by it.
 - C. It has been given the opportunity to review with the Trust Company the terms and conditions of this Participation Agreement and the Declaration of Trust, and to obtain additional information to verify the accuracy of the information contained in the aforesaid materials, and such other information as it desires to evaluate its investment in the Trust.
 - D. The Units of the Fund(s) have not been registered under the Securities Act of 1933, or the applicable securities laws of any states or other jurisdictions.
 - E. Neither the Trust nor any Fund is registered under the Investment Company Act of 1940 and investors are not entitled to the protections of that Act.
 - F. The Units of the Fund(s) are not insured by the Federal Deposit Insurance Corporation or any other type of deposit insurance coverage.
3. Employer agrees promptly to notify the Trust Company in the event that any of the representations set forth above or any information provided pursuant to the provisions hereof ceases to be accurate during the term of this Participation Agreement. Until such notice is given to the Trust Company, the Trust Company may rely on the representations contained in, and all other information provided pursuant to or as contemplated by, this Participation Agreement in connection with all matters related to the Funds and the Trust.

FEES AND EXPENSES

1. Fees and expenses incurred with respect to the Trust, including compensation of the Trustee, shall be paid in accordance with the Declaration of Trust.

State of Tennessee

State of Tennessee

MISCELLANEOUS

1. **Construction.** This Participation Agreement shall be deemed to be executed and delivered in the ~~District of Columbia~~, and, except to the extent superseded by federal laws, all laws or rules of construction of the ~~District of Columbia~~ shall govern the rights of the parties hereto and the interpretation of provisions of this Participation Agreement.
2. **Counterparts.** This Participation Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original, but the several counterparts shall together constitute one and the same Participation Agreement of the parties hereto.
3. **Amendments.** This Participation Agreement shall be automatically amended by any amendment to the Declaration of Trust, and all such amendments shall be automatically incorporated by reference herein, and any provisions of this Participation Agreement inconsistent with the terms of such amendment shall be null and void on and after the effective date of such amendment.
4. **Agreement Conflicts.** In the event that any terms of this Participation Agreement conflict with or are in addition to the terms of any Administrative Services Agreement ("ASA") between the parties, the terms of this Participation Agreement and the Declaration of Trust shall prevail. In the event that the terms of this

Participation Agreement conflict with the terms of the Declaration of Trust, the terms of the Declaration of Trust shall prevail.

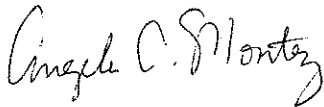
5. **Prohibited Transactions.** If the Trust Company determines that the Retirement Trust's involvement with certain assets, liabilities or transactions will result, or has resulted, in the Trust engaging in a transaction that is prohibited by the Internal Revenue Code, Securities Act of 1933, Investment Company Act of 1940 or other applicable law, the Trust Company, in its sole discretion, may take action to correct such prohibited transaction, or may treat the Retirement Trust as having withdrawn from participation and shall redeem the Retirement Trust's Units, all in accordance with the Declaration of Trust.
6. **Severability.** Each clause or term of this Participation Agreement is severable from the entire Participation Agreement, and if any clause or term is declared invalid, the remaining clauses or terms shall remain in effect.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date specified below.

VantageTrust II Multiple Collective Investment Funds Trust

By: VantageTrust Company, LLC, as Trustee,



By:
Angela Montez
Secretary

Plan/Retirement Trust:

Plan/Retirement Trust Name

ICMA-RC Plan Number

Plan/Retirement Trust Name

ICMA-RC Plan Number

By: _____
Name of Employer or Fiduciary

Customer Number

By: _____
Authorized Officer Signature

Date

Printed Name and Title

Address Line 1

Address Line 2

Telephone Number

Approved as to form by:

Shauna R. Billingsley, City Attorney

VantageTrust II Multiple Collective Investment Funds Trust
Declaration of Trust

WHEREAS, VantageTrust Company, LLC, a trust company organized under the laws of the State of New Hampshire (the "Trustee"), hereby establishes the **VantageTrust II Multiple Collective Investment Funds Trust** (the "Trust") pursuant to this Declaration of Trust effective January 1, 2015; and

WHEREAS, the Trust is intended to provide for the collective investment and reinvestment of assets of certain tax-exempt, governmental pension and profit-sharing plans, and retiree welfare plans within the meaning of section 401(a)(24) of the Internal Revenue Code of 1986, as amended ("Code"), and related trusts, and other eligible investors that become Participating Trusts hereunder; and

WHEREAS, it is intended that the Trust established hereunder shall be exempt from taxation under Code Section 501(a) and qualify as a group trust under Revenue Ruling 81-100 (and any successor ruling, regulation, or similar pronouncement), and that this Declaration of Trust shall be construed, and shall be administered, to give effect to that intention.

NOW, THEREFORE, the Trustee declares that it will hold and administer in trust all money and property acceptable to it and received or purchased by it as Trustee hereunder, together with the income and proceeds thereof upon the following terms and conditions.

ARTICLE 1
DEFINITIONS

- 1.01** "Affiliate" means any entity controlling, controlled by, or under common control with the Trustee.
- 1.02** "Business Day" means any day in which the New York Stock Exchange is open for trading.
- 1.03** "Class" means a class of a Fund established and maintained pursuant to the provisions of Article 2.
- 1.04** "Code" means the Internal Revenue Code of 1986, as amended from time to time. Any reference to a provision of the Code in the Declaration of Trust also shall be deemed to refer to any successor provision.
- 1.05** "Declaration of Trust" means this Declaration of Trust.
- 1.06** "Dedicated Account" means a segregated account established and maintained in accordance with Article 8 to hold cash, securities, or other assets received from, and other investments made for the benefit of, one or more Participating Trusts pending the investment of such assets in a Fund, or in connection with the distribution or withdrawal of such assets.

- 1.07** “**Description of Classes**” has the meaning ascribed to it in Section 2.02.
- 1.08** “**Eligible Trust**” means any of the following:
- (a)** a retirement, pension, profit-sharing, stock bonus, or other employee benefit trust that is exempt from Federal income taxation under Section 501(a) of the Code by reason of qualifying under Section 401(a) of the Code; or
 - (b)** an eligible governmental plan trust or custodial account under Section 457(b) of the Code that is exempt under Section 457(g) of the Code; or
 - (c)** Section 401(a)(24) governmental plans; or
 - (d)** any common, collective, or commingled trust fund the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100; or
 - (e)** an insurance company separate account (i) the assets of which consist solely of assets of eligible investors in a group trust under Revenue Ruling 81-100, (ii) with respect to which the insurance company maintaining the separate account has entered into a written arrangement with the Trustee consistent with the requirements of Revenue Ruling 2011-1, and (iii) the assets of which are insulated from the claims of the insurance company’s general creditors; or
 - (f)** any other plan, trust, or other entity that is an eligible investor in a group trust under Revenue Ruling 81-100.
- 1.09** “**Fund**” means a fund of the Trust established and maintained pursuant to the provisions of Article 2. The Funds so established shall be known as the “VantageTrust II Funds.”
- 1.10** “**Investment Guidelines**” has the meaning ascribed to it in Section 4.01.
- 1.11** “**Investment Adviser**” means, for purposes of this Agreement, International City Management Association Retirement Corporation, as of the date of this Declaration of Trust, and any successor appointed hereunder to provide investment advice and services to the Trust or Trustee.
- 1.12** “**Liquidating Account**” means a segregated account established and maintained in accordance with Article 8 to facilitate the liquidation and pricing of the assets contained therein for the benefit of any Participating Trust holding a beneficial interest therein.
- 1.13** “**Local Currency**” has the meaning ascribed to it in Section 5.02(c).

- 1.14** **"Participating Trust"** means an Eligible Trust which has executed a Participation Agreement, has been accepted to the Trust by the Trustee, has transferred assets to the Trust, and has a beneficial interest in the Trust.
- 1.15** **"Participation Agreement"** means an agreement entered into by the Trustee and an Eligible Trust pursuant to which such Eligible Trust will become a Participating Trust upon acceptance to the Trust by the Trustee, and certain assets of such Participating Trust will be invested in the Trust.
- 1.16** **"Plan Fiduciary"** means the person or persons, or his, her, its or their duly authorized agent, who directs the investments of the assets of a Participating Trust in the Trust, but shall not include the Trustee in its capacity as Trustee of the Trust or the Investment Adviser in its capacity as investment adviser to the Trustee and the Trust. If the person who directs the investments of any assets of a Participating Trust in the Fund is a participant or beneficiary, or the duly authorized agent of such participant or beneficiary, entitled to benefit from the Participating Trust and is acting in his capacity as such, then Plan Fiduciary shall mean the plan sponsor or appropriate plan fiduciary, or any duly authorized agent thereof, which has authorized the use of the Fund as an investment option for participants and beneficiaries of the relevant Participating Trust.
- 1.17** **"Revenue Ruling 81-100"** means Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, as amended by and clarified in Revenue Ruling 2004-67, 2004-2 C.B. 28, Revenue Ruling 2011-1, 2011-2 C.B. 251, Revenue Ruling 2014-24, 2014-37 I.R.B. 529, and Notice 2012-6, 2012-3 I.R.B. 293, and as may be further amended or clarified from time to time, including any applicable rules or interpretations of the Department of the Treasury or the Internal Revenue Service, or any other subsequent corresponding Internal Revenue Service Revenue Ruling or other guidance regarding a tax-exempt "group trust."
- 1.18** **"Trust"** has the meaning ascribed to it in the Recitals.
- 1.19** **"Trustee"** has the meaning ascribed to it in the Recitals.
- 1.20** **"Unit"** means a book-entry record used to determine the value of an undivided beneficial interest in a Fund or a Class of a Fund calculated as provided in Section 5.01.
- 1.21** **"Valuation Date"** means each Business Day upon which the Trustee is open for business unless the Trustee shall determine otherwise, in accordance with Section 5.03.

ARTICLE 2
ESTABLISHMENT OF FUNDS AND CLASSES OF FUNDS

- 2.01 Establishment of Funds.** The Trustee may from time to time establish such Funds as it deems necessary and advisable to provide for the collective investment and reinvestment of assets of Participating Trusts. Each Fund shall be administered, managed, and invested separately. The Investment Guidelines, including the applicable investment objectives, guidelines, and policies, for each Fund are set forth in Appendix A hereto. There is no assurance that any of the Funds will achieve its investment objectives.
- 2.02 Establishment of Classes.** The Trustee, in its sole discretion and at any time, may divide a Fund into one or more Classes with differing fee and expense obligations or liabilities. The beneficial interest of each Participating Trust in a Class will be represented by Units. The Trustee may establish a Class by attaching a written description of Classes as Appendix B to this Declaration of Trust (the "Description of Classes"), which will specify the Trustee's rate of compensation and other expenses, costs, charges, and liabilities allocable to each Class of Units, as well as any conditions that must be satisfied to participate in such Class. Each Unit of a Class of a Fund shall represent an undivided proportionate interest in all the assets of the Fund.
- 2.03 Change in the Units.** As of any Valuation Date, the Trustee, in its sole discretion, may make a uniform change in the Units of any Class of a Fund either by dividing such Units into a greater number of Units of lesser value, or combining such Units to produce a lesser number of Units of greater value, provided that the proportionate interest of each Participating Trust in a Fund or Class of a Fund, as the case may be, shall not thereby be changed.
- 2.04 No Certificates.** No certificates shall be issued to evidence any Participating Trust's interest in the Trust, but the Trustee shall keep a record of the number of Units held by each Participating Trust.

ARTICLE 3 PARTICIPATION

3.01 Conditions of Participation. The Trustee shall accept assets under this Declaration of Trust only from an Eligible Trust that:

- (a) will not jeopardize the Trust's exemption from the registration requirements of the Federal and state securities law by virtue of the Eligible Trust's investment of assets in the Trust; and
- (b) is governed by one or more instruments that authorize the investment of the Eligible Trust's assets in collective or commingled trust funds generally, or in the Trust specifically, and that provide that the Trust will become a part of the Eligible Trust upon adoption by such Eligible Plan.

Each Eligible Trust that desires to become a Participating Trust shall establish to the Trustee's satisfaction that it meets the conditions of participation set forth in this Section 3.01, including that it satisfies the definition of Eligible Trust in Section 1.08. Upon the Trustee's request, such Eligible Trusts shall provide such written evidence or other assurances that the Trustee may deem necessary or advisable.

3.02 Commencement and Continuation of Participation. An Eligible Trust shall become a Participating Trust in a Fund upon the Trustee's acceptance, in the Trustee's sole discretion, of such Eligible Trust's application to become a Participating Trust, and as of the Valuation Date specified in the applicable Participation Agreement. An Eligible Trust that has been accepted as a Participating Trust shall continue to be eligible to participate in the Trust, subject to the following conditions:

- (a) During such time as any assets of a Participating Trust are held in the Trust, (i) this Declaration of Trust shall govern the management and administration of such assets, and (ii) any inconsistency between the governing instrument of the Participating Trust and this Declaration of Trust relating to the management or administration of the Participating Trust's assets held hereunder, or to the rights, powers, responsibilities or liabilities of the Trustee with respect thereto, shall be resolved in favor of this Declaration of Trust.
- (b) If at any time a Participating Trust shall fail to satisfy all of the conditions of participation set forth in this Section 3.02, including that it satisfies the definition of Eligible Trust in Section 1.08, such Participating Trust shall promptly notify the Trustee. Notwithstanding

any provision herein to the contrary, if the Trustee receives actual notice that a Participating Trust has ceased to be an Eligible Trust, or if the Trustee determines in its sole discretion that a Participating Trust should withdraw for any reason, the Trustee shall take all steps necessary to distribute to such Participating Trust its entire interest in the Trust in accordance with Section 3.06 below as soon as practicable after the Trustee receives such notice or makes such determination.

3.03 Other Conditions of Participation. The Trustee may establish other conditions for eligibility to participate in any particular Fund or Class of a Fund by setting forth such conditions in the applicable Description of Classes for such Fund.

3.04 Investments.

- (a)** Subject to the Trustee's discretion, and in accordance with such procedures as the Trustee shall prescribe from time to time, a Participating Trust may, as of any Valuation Date, acquire a beneficial interest in any Class of a Fund by transferring to the Trustee, either directly or with such other trade delivery mechanisms as the Trustee in its sole discretion may permit, such assets as (i) the Plan Fiduciary of such Participating Trust shall instruct, or (ii) if such Participating Trust permits participants and beneficiaries thereof to direct investment of their accounts, and such instructions are communicated to the Trustee by such participants and beneficiaries, as such participants and beneficiaries shall instruct.
- (b)** A Participating Trust may invest in the Trust in cash or in-kind, or partly in cash and partly in-kind, as the Trustee in its sole discretion determines. Only cash and such other assets as are permissible investments for a Fund, and which are acceptable to the Trustee, may be invested in the Trust. The Trustee shall value assets transferred in-kind in accordance with Section 5.02 as of the Valuation Date on which such transfer is made, subject to Section 3.07 below.
- (c)** The Trustee shall credit the account of each Participating Trust that transfers assets to the Trust the number of Units that such assets will purchase at the value of each Unit of the Class in which the Participating Trust will acquire an interest on the Valuation Date on which the transfer is made.

3.05 Withdrawals. Subject to the Trustee's discretion and Section 5.03, and in accordance with such procedures as the Trustee shall prescribe from time to

time, a Participating Trust may, as of any Valuation Date, request to withdraw any number of Units of any Class of the Fund in which it has invested and has an interest.

Unless the Plan Fiduciary specifies a different Valuation Date, withdrawals will normally be effective no later than the Valuation Date following the date on which the Trustee receives the withdrawal instructions, provided that the Trustee receives such withdrawal instructions on or before 12:00 p.m. Eastern Time on such date. If the Trustee receives withdrawal instructions after 12:00 p.m., such withdrawal shall normally be effective no later than two (2) Business Days following the Trustee's receipt of such withdrawal instructions.

3.06 Distributions upon Withdrawal. Upon the withdrawal of Units of any Class of a Fund by a Participating Trust, subject to the provisions of Section 3.07 below, the Trustee shall distribute from such Fund to the Participating Trust making such withdrawal a sum arrived at by multiplying the number of Units withdrawn by the value of each Unit of such Class of such Fund as of the close of business on the effective date of the withdrawal.

Such sum shall be distributed in cash or in-kind, or partly in cash and partly in-kind (including, but not limited to, an in-kind distribution of beneficial interests in a Liquidating Account or Dedicated Account), as the Trustee in its sole discretion determines. Distributions to individual participants in a Participating Plan will normally be paid in cash, but the Trustee reserves the right to pay such distributions in-kind, in whole or in part, to the extent permitted under applicable law. The Trustee shall determine the value of any asset that is distributed in-kind in accordance with the procedures set forth in Section 5.02 as of the close of business on the effective date of the withdrawal.

Distributions shall be paid within a reasonable time following the effective date of the applicable withdrawal. The Trustee may, however, delay distribution of any withdrawal for up to an additional ninety (90) calendar days in the event that the Trustee determines, in good faith and in its discretion, that an earlier distribution may have an adverse impact on the Fund. Further, any distribution payment may be delayed if the Trustee determines that it cannot reasonably make such distribution payment on account of an order, directive, or other interference by an official or agency of any government, or on account of any other cause reasonably beyond its control, including, but not limited to, illiquid markets or illiquid securities. If a distribution is delayed, if permitted under applicable law, the Participating

Trust will not receive any interest or other income for the period between the effective date of the withdrawal and the date the distribution is paid.

In the absence of a proper direction from the withdrawing Participating Trust, the Trustee may in its discretion move the assets of such Participating Plan to a general trust account established by the Trustee or an Affiliate, and may charge reasonable fees for services against the Participating Trust's assets.

- 3.07 Investment and Withdrawal Expenses.** The Trustee may, in its sole discretion and to the extent permissible under applicable law, determine that the actual expenses incurred, or estimated expenses expected to be incurred, in connection with a Participating Trust's investment in, or withdrawal from, a Fund should be borne by the Participating Trust making such investments or withdrawals. Such expenses shall be collected by the Trust for the exclusive benefit of the applicable Fund and be charged to such Participating Trust by reducing the number of Units issued or to be issued to any such Participating Trust or the amount of cash or securities to be distributed to any Participating Trust, as the case may be, by the amount of such expenses, which amount the Trustee shall determine in good faith and in its sole discretion.

ARTICLE 4
INVESTMENTS AND ADMINISTRATION

- 4.01 Fund Investment Guidelines.** Subject to the provisions of this Article 4, the Trustee shall invest and reinvest the assets of each Fund in accordance with the Investment Guidelines of such Fund. The decision of the Trustee as to whether an investment is of a type which may be purchased by a Fund under a Fund's Investment Guidelines shall be conclusive and binding on all persons having an interest in the Fund. In the case of any conflict between the specific terms of the Investment Guidelines, and this Declaration of Trust, the Investment Guidelines shall control, except that no term of the Investment Guidelines may vary any term or condition of this Declaration of Trust that would cause the Trust to fail to qualify as a group trust under Revenue Ruling 81-100.
- 4.02 Temporary Net Cash Overdrafts.** The Trustee may, to the extent permitted by law, extend credit to the Trust to cover temporary net cash overdrafts of the Trust, or for other permissible purposes, but shall not otherwise lend money or sell property to, or borrow money or buy property from the Trust or a Fund, nor shall the Trustee have any interest in the Trust or a Fund, other than in its fiduciary capacity.
- 4.03 Ownership of Assets.** The ownership of all assets of the Trust and of each Fund shall at all times be considered as vested in the Trustee in its fiduciary capacity. No Participating Trust shall be deemed to have an ownership interest in any asset of any Fund, but each Participating Trust invested in a Fund shall have an undivided beneficial interest in such Fund and shall share proportionately with all other Participating Trusts invested in such Fund in the net income, profits, and losses thereof, to the extent permissible under applicable law and subject to the allocation of certain fees and expenses with respect to the various Classes, if any, of the Fund.
- 4.04 Cash Balances.** The Trustee may hold such part of a Fund un-invested as may be reasonably necessary for orderly administration of the Fund, and may deposit cash awaiting investment or distribution in short-term investments which it determines bear a reasonable rate of interest, or in interest-bearing accounts maintained by any bank or savings association, so long as the deposits of such bank or savings association are insured by the Federal Deposit Insurance Corporation up to the applicable limits.
- 4.05 Dealings with the Funds.** All persons extending credit to the Trust for a particular Fund, contracting with the Trustee with respect to a Fund, or having any claim of any type related to a Fund hereunder (including, but not

limited to, contract, tort and statutory claims) shall look only to the assets of such Fund (and not to the assets of any other Fund) for payment under such credit, contract or claim. No Participating Trust, or any beneficiary, trustee, employee or agent thereof, or the Trustee (or any Affiliate), or any of the officers, directors, shareholders, partners, employees or agents of the Trustee (or any Affiliate) shall be personally liable for any obligation of any Fund. Every act or thing whatsoever executed or done by or on behalf of any Fund shall be conclusively deemed to have been executed or done only by or for such Fund, and no Fund shall be answerable for any obligation assumed or liability incurred by another Fund established hereunder.

4.06 Management Authority. The Trustee shall have exclusive management and investment authority with respect to any Fund established pursuant to this Declaration of Trust. Subject to the foregoing, the Trustee may retain and consult with such investment advisers or other consultants, including, but not limited to, any Affiliate of the Trustee, as the Trustee in its sole discretion may deem advisable, to assist it in carrying out its responsibilities under this Declaration of Trust pursuant to Section 4.07(v) below. The Trustee may, in its sole discretion, incorporate the advice of such investment advisers and other consultants into any Investment Guidelines, investment objectives, or restrictions. Notwithstanding the appointment of an investment adviser or consultant, all final investment decisions for a Fund shall be made by the Trustee.

4.07 Management and Administrative Powers. The Trustee shall have the rights, powers, and privileges of an absolute owner in the management and administration of each Fund established pursuant to this Declaration of Trust. In addition to and without limiting the powers and discretion conferred upon the Trustee elsewhere in this Declaration of Trust, but subject to any restrictions in the Investment Guidelines with respect to the Fund(s), or by applicable law, the Trustee shall have the following discretionary powers with respect to the Trust:

- (a)** To subscribe for and to invest and reinvest Trust assets in, to enter into contracts with respect to, and to hold for investment and to sell or otherwise dispose of any property whatsoever and wherever situated, and whether or not productive of income or consisting of wasting assets, including, but not limited to: (i) asset-backed securities, bankers' acceptances, bonds, commercial paper, debentures, mortgages, notes, and all other evidences of indebtedness; (ii) beneficial interests in any trusts; (iii) calls, puts, spreads, straddles or any combination thereof; (iv) certificates of

demand, demand or time deposits; (v) commodity or security futures, including contracts for the future delivery of currency or money market instruments; (vi) common and preferred stocks; (vii) convertible securities, limited partnership interests, participations or profit-sharing interests, subscription rights, warrants and all other contracts for or evidences of equity interests; (viii) direct or indirect interests in mortgages on real estate and real estate; (ix) foreign currencies; (x) forward and spot contracts; (xi) indexed and variable interest notes and investment contracts; (xii) individual securities, both domestic and foreign; (xiii) interests in collective investment funds that are exempt from tax under the Code (including but not limited to interests in any collective investment fund the Trustee or any of its Affiliates maintain (and while the assets are so invested, such collective investment funds and the instruments pursuant to which such collective investment funds are established shall constitute a part of this Declaration of Trust with respect to the Fund that holds such interest)); (xiv) obligations guaranteed or issued by foreign sovereign governments; (xv) obligations guaranteed or issued by state or local governments or instrumentalities; (xvi) obligations guaranteed or issued by the U.S. Government and its agencies and instrumentalities; (xvii) options on futures contracts; (xviii) options on indexes and securities; participation and trust certificates; (xix) repurchase agreements; (xx) securities issued by registered or unregistered investment companies (including but not limited to such companies that the Investment Adviser, the Trustee or any of their respective Affiliates maintains or advises); (xxi) security-based and non-security-based swap agreements; and (xxii) uninvested cash, pending investment or distribution.

- (b)** To lend, pledge, mortgage, hypothecate, write options on and lease any of the securities, instruments or assets referred to in Section 4.07(a) above, and without limiting the foregoing, to engage in any securities lending program on behalf of the Trust in compliance with applicable law (and in connection therewith, to direct the investment of cash collateral and other assets received as collateral in connection therewith), and during the term of such loan of securities to permit the securities so lent to be transferred in the name of and voted by the borrower, or others;

- (c) To make distributions to the Participating Trusts, payable in cash, property or any combination of cash and property as determined by the Trustee in its sole discretion, out of the assets of the Trust;
- (d) To establish and maintain bank, brokerage, commodity, currency, and other similar accounts, whether domestic or foreign, to enter into agreements in connection therewith, and, from time to time, to deposit securities or other Trust assets in such accounts;
- (e) To sell securities and other assets for cash or upon credit, to convert, redeem, or exchange securities or property, to tender securities pursuant to tender offers, or otherwise to dispose of any securities or other assets at any time held by a Fund, or by the Trustee on behalf of a Fund;
- (f) Subject to Section 4.05 above, to borrow money and in connection with any such borrowing, to issue notes or other evidences of indebtedness to secure such borrowing by mortgaging, pledging, or otherwise subjecting the Trust assets to security interests, to lend Trust assets, to endorse or guarantee the payment of any notes or other obligations of any person, and to make contracts of guaranty or suretyship, or otherwise assume liability for payment thereof;
- (g) To incur and pay out of the assets of a Fund any charges, taxes, and expenses which in the opinion of the Trustee are necessary or incidental to, or in support of, the carrying out of any of the purposes of this Declaration of Trust or the Investment Guidelines applicable to such Fund (including, but not limited to, the compensation and fees for the Trustee, custodians, the valuation committees or agents, depositories, pricing agents, transfer agents, accountants, attorneys, brokers and broker-dealers, proxy voting agents and other independent contractors or agents);
- (h) To join with other holders of any securities or debt instruments in acting through a committee, depositary, voting trustee or otherwise, and in that connection to deposit any security or debt instrument with, or transfer any security or debt instrument to, any such committee, depositary or trustee, and to delegate to them such power and authority with relation to any security or debt instrument (whether or not so deposited or transferred) as the Trustee shall deem proper, and to agree to pay, and to pay, such portion of the expenses and compensation of such committee, depositary or trustee as the Trustee shall deem proper;

- (i)** To enter into joint ventures, general or limited partnerships, limited liability companies, and any other combinations or associations formed for investment purposes;
- (j)** To collect and receive any and all money and other property due to the Trust and to give full discharge thereof;
- (k)** To maintain the indicia of ownership of assets outside the United States to the extent permitted by applicable law;
- (l)** To transfer any assets of the Trust to a custodian or sub-custodian employed by the Trustee;
- (m)** To retain any property received by the Trust at any time, and to sell or exchange any property for cash, on credit or for other consideration, at public or private sale;
- (n)** To exercise or dispose of any conversion, subscription, or other rights, discretionary or otherwise, including but not limited to the right to vote and grant proxies appurtenant to any property held by the Trust at any time, and to vote and grant proxies with respect to all investments held by the Trust at any time;
- (o)** To renew or extend any obligation held by the Trust;
- (p)** To register or cause to be registered such property in the name of a nominee of the Trustee or any custodian or sub-custodian appointed by the Trustee, provided that the records of the Trustee and any such custodian or sub-custodian shall show that such property belongs to the Trust;
- (q)** To deposit securities with a securities depository and to permit the securities so deposited to be held in the name of the depository's nominee, and to deposit securities issued or guaranteed by the U.S. government or any agency or instrumentality thereof, including but not limited to securities evidenced by book-entry rather than by certificate, with the U.S. Department of the Treasury, a Federal Reserve Bank, or other appropriate custodial entity, provided that the records of the Trustee or any custodian or sub-custodian appointed by the Trustee shall show that such securities belong to the Trust;
- (r)** To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Trust to commence or defend suits or legal proceedings whenever, in the Trustee's judgment, any interest of the Trust so requires, to represent the Trust in all suits or

legal proceedings in any court or before any other body or tribunal, and to pay from the Trust all costs and reasonable attorneys' fees in connection therewith;

- (s)** To organize or acquire one or more corporations, wholly or partly owned by the Trust, each of which may be exempt from Federal income taxation under the Code, to appoint ancillary or subordinate trustees, custodians, or sub-custodians to hold title to or other indicia of ownership of property of the Trust in those jurisdictions, domestic or foreign, in which the Trustee is not authorized to do business, and to define the scope of the responsibilities of such trustee, custodian, or sub-custodian;
- (t)** Subject to Section 4.06 above, to employ suitable agents, including but not limited to agents or pricing services, to perform valuations of the assets of the Trust, custodians and sub-custodians, transfer agents, investment advisers, consultants, auditors, depositories, and counsel, domestic or foreign (including but not limited to entities which are Affiliates of the Trustee), and subject to applicable law, to pay their reasonable expenses and compensation from the Trust;
- (u)** To establish and terminate Funds and Classes, and to allocate the assets of the Trust among such Funds and Classes (subject to the Description of Classes applicable to any such Fund);
- (v)** To make, execute, and deliver any and all contracts and documents deemed necessary and proper for the accomplishment of the Trustee's powers and responsibilities under this Declaration of Trust; and
- (w)** To do all other acts in its judgment necessary or desirable for the proper administration of the Trust, including without limitation, modifying, amending or terminating this Declaration of Trust in the manner provided in Article 7, or with respect to the investment, disposition, or liquidation of any assets of the Trust, although the power to do such acts is not specifically set forth herein.

In construing the provisions of this Declaration of Trust, the presumption shall be in favor of a grant of power to the Trustee. Such powers of the Trustee may be exercised without order of or resort to any court or governmental authority or agency.

ARTICLE 5
VALUATION, DIVIDENDS, ACCOUNTING, RECORDS AND
REPORTS

5.01 **Valuation of Units.** As of each Valuation Date, the Trustee shall determine the value of the Units of each Class of each Fund established pursuant to this Declaration of Trust in accordance with the following procedures:

- (a)** The Trustee shall determine the value of the assets of a Fund in accordance with the rules set forth in Section 5.02 below. The Trustee shall reflect any changes in security positions no later than on the second (2nd) Business Day following the trade date.
- (b)** The Trustee shall subtract from the value determined under Section 5.01(a) above any expenses, charges, or other liabilities incurred or accrued by the Fund and not allocated to a particular Class of the Fund in the Description of Classes, as determined by the Trustee in good faith in accordance with procedures consistently followed and uniformly applied. Such charges shall be allocated to Units of all Classes, and to Participating Trusts within a Class, proportionately according to the aggregate number of Units of the Fund represented by each Class immediately prior to the allocation under this Section 5.01.
- (c)** The Trustee shall subtract from the value determined under Sections 5.01(a) and (b) above with respect to each Class any expenses, charges or other liabilities incurred or accrued by the Fund with respect to such Class in accordance with the Description of Classes. Such charges shall be allocated to Units of the applicable Class proportionately according to the aggregate number of Units of the Class immediately prior to the allocation under this Section 5.01.
- (d)** The Trustee shall divide the net value determined under Section 5.01(c) above by the total number of Units of such Class in existence as of the relevant Valuation Date.

Except where provided to the contrary in Section 5.03 below, the Trustee shall value the Units of each Class of each Fund after the close of business of each Business Day.

5.02 **Valuation of Assets.** The assets of each Fund shall be valued using the following valuation rules. The Trustee shall have the power and duty to determine the value of the assets of each Fund.

- (a) Unless otherwise determined by the Trustee, in determining the value of the assets of a Fund on a Valuation Date, the Trustee shall, except as provided in Section 5.02(b) below, value all securities and other assets of the Fund for which market quotations are readily available at their market value, and for all other securities and other assets of the Fund for which market quotations are not readily available at prices that, in the opinion of the Trustee, represent the fair value of such securities or assets. Certain or all of the securities and other investments shall be stated at the fair value based on valuations furnished by one or more pricing services or agents approved by the Trustee.
- (b) Short-term investments having a maturity of up to one hundred eighty (180) days may, if market quotations are not readily available and in the sole discretion of the Trustee, be valued at cost with accrued interest, discount earned or premium amortized included or reflected, as the case may be, in interest receivable.
- (c) Following the valuations of securities or other portfolio assets in terms of the currency in which the valuation is expressed ("Local Currency"), the Trustee shall convert the valuation of these assets to U.S. dollars on the basis of conversion of the Local Currencies into U.S. dollars at the prevailing currency exchange rates as determined by the Trustee on the applicable Valuation Date. The Trustee and any pricing agents or services approved by the Trustee may, in its or their sole discretion, consider and rely upon any regularly published reports of sales, bid, asked and closing prices, and over-the-counter quotations for the values of any listed or unlisted securities, assets, or currencies. The reasonable and equitable decision of the Trustee regarding whether a method of valuation fairly indicates fair value, and the selection of a pricing agent or service, shall be conclusive and binding upon all persons, Participating Trusts, and the Trust.

5.03 Suspension of Valuations, and Investment and Withdrawal Rights.

Notwithstanding anything to the contrary elsewhere in this Declaration of Trust, the Trustee, in its sole discretion, may suspend (a) the valuation of the assets or Units of any Fund, (b) the right to make investments in or additions to any Fund, or (c) the right to make withdrawals from any Fund. The Trustee may make such suspensions for the whole or any part of any period when: (i) any market or stock exchange on which a significant portion of the investments of such Fund are quoted is closed (other than for ordinary holidays), or dealings therein are restricted or suspended, or a closing of any

such market or stock exchange or a suspension or restriction of dealings is threatened; (ii) there exists any state of affairs which, in the opinion of the Trustee, constitutes an emergency as a result of which disposition of the assets of such Fund would not be reasonably practicable or would be seriously prejudicial to the Participating Trusts; (iii) there has been a breakdown in the means of communication normally employed in determining the price or value of any of the investments of such Fund or of current prices on any stock exchange on which a significant portion of the investments of such Fund are quoted, or for any reason the prices or values of any investments owned by such Fund cannot reasonably be promptly and accurately ascertained; (iv) the transfer of funds involved in the realization or acquisition of any investment cannot, in the opinion of the Trustee, be effected at normal rates of exchange; or (v) the normal settlement procedures for the purchase or sale of securities or other assets cannot be effected in the customary manner or in accordance with generally applicable time periods.

5.04 Accounting Rules and Fiscal Year. The Trustee shall account for the financial operations of the Trust on an accrual basis and for any Dedicated or Liquidating Account on a cash basis, in accordance with generally accepted accounting principles. The fiscal year of the Trust initially shall be the calendar year.

5.05 Expenses and Taxes. The Trustee may charge to a Fund (a) the cost of money borrowed, (b) costs, commissions, income taxes, withholding taxes, transfer and other taxes and expenses associated with the holding, purchase, and sale, and receipt of income from investments, (c) the reasonable expenses of an audit of the Fund and the proportionate expenses of an audit of the Trust, (d) reasonable attorneys' fees and litigation expenses, (e) the Trustee's compensation as provided in Section 6.03, subject to any special allocation to any Class or Classes as provided in Section 2.02, (f) the fees and expenses of any investment adviser or consultant engaged by the Trustee in accordance with Sections 4.06 and 4.07(t) pursuant to the terms of the applicable Investment Guidelines, and (g) any other expense, claim, or charge properly payable from a Fund under this Declaration of Trust and applicable law. The Trustee may also charge to a particular Class of a Fund any other expense, claim or charge that is specifically allocated to such Class under the Description of Classes. The Trustee shall allocate among the Funds (and Classes therein) established pursuant to this Declaration of Trust the charges and expenses described in this Section 5.05 and in Section 6.10 in such manner as it shall deem equitable, and such allocation shall be conclusive

and binding upon all persons, Participating Trusts, and the Trust. Notwithstanding the foregoing, the compensation to be received by the Trustee and the Investment Adviser for their services with respect to a Fund (and, if applicable, a particular Class of a Fund) may be paid by the individual Participating Trusts pursuant to an arrangement that the Trustee may make with each such Participating Trust independently of this Declaration of Trust.

5.06 Books, Records, Accounts, and Audits. The Trustee shall keep such books, records, and accounts as it deems necessary or advisable in its sole discretion to account properly for the operation and administration of the Trust or any Fund thereof. The Trustee shall preserve such records for the periods and in the manner required by applicable law, including records of the beneficial ownership of Units (at the Participating Trust, but not at the individual participant, level) and of all distributions of such Units. At least once during each 12-month period, the Trustee shall cause a suitable audit, conducted by a competent and independent accounting firm, to be made of the Trust and each Fund by auditors responsible only to the Trustee's Board of Directors, who by proper resolution shall formally appoint them for such audit. The reasonable compensation and expenses of the auditors for their services with respect to a Fund shall be charged to the Fund in accordance with Section 5.05 above.

5.07 Financial Reports. Within ninety (90) days after the close of each fiscal year of the Trust and after the termination of a Fund, the Trustee shall prepare a written financial report, based on the audit referred to in Section 5.06 above, containing such information as may be required by applicable law and regulations.

- (a)** A copy of the report shall be furnished, or notice given that a copy thereof is available and will be furnished, without charge upon request to each person to whom a regular periodic accounting would ordinarily be rendered with respect to each Participating Trust. In addition, a copy of the report shall be furnished on request to any person, and the Trustee may make a reasonable charge therefore.
- (b)** If no written objections to specific items in the financial report are filed with the Trustee within sixty (60) days after the report is sent by the Trustee, the report shall be deemed, to the fullest extent permitted under applicable law, to have been approved with the same effect as though judicially approved by a court of competent jurisdiction in a proceeding in which all persons interested were made parties and were properly represented before such court, and to the fullest extent

permitted by applicable law, the Trustee shall be released and discharged from liability and accountability with respect to the propriety of its acts and transactions disclosed in the report. Any such written objection shall apply only to the proportionate share of the Participating Trust on whose behalf the objection is filed and shall not affect the proportionate share of any other Participating Trust. The Trustee shall, in any event, have the right to a settlement of its accounts in a judicial proceeding if it so elects.

- (c) Except as otherwise required by this Declaration of Trust or applicable law, the Trustee shall have no obligation to render an accounting to any Participating Trust or beneficiary thereof.

5.08 Judicial Accounting. Except to the extent otherwise provided by applicable law, only the Trustee and any person entitled to a regular periodic accounting under the provisions of any Participating Trust may require the judicial settlement of the Trustee's account, or bring any other action against the Trustee with respect to a Fund or the Trustee's action as Trustee. In any such action or proceeding it shall be necessary to join as parties only the Trustee and such persons, and any judgment or decree which may be entered therein shall be conclusive.

ARTICLE 6
CONCERNING THE TRUSTEE

6.01 Merger, Consolidation of Trustee. Any corporation or association (a) into which the Trustee may be merged or with which it may be consolidated, (b) resulting from any merger, consolidation, or reorganization to which the Trustee may be a party, or (c) to which all or any part of the Trustee's fiduciary business which includes the Trust may be transferred shall become successor Trustee, and shall have all the rights, powers, and obligations of the Trustee under this Declaration of Trust, without the necessity of executing any instrument or performing any further act.

6.02 Limitation of Liability; Indemnification. Except as otherwise provided by applicable law, (a) the Trustee shall not be liable for any act or omission, or for any loss in connection therewith or resulting therefrom, except to the extent such loss shall have been caused by its own negligence, willful misconduct, lack of good faith, or breach of fiduciary duty, and (b) the Trustee shall be indemnified, protected and held harmless by the Trust with respect to any loss, liability, or claim in connection with or resulting from any act or omission made in good faith and without willful misconduct, negligence or breach of fiduciary duty in the administration of the Trust or the investment of Trust assets, including all reasonable fees and expenses of counsel and all other fees and expenses reasonably incurred in the its defense.

Whenever in this Declaration of Trust it is provided that the Trustee may exercise any power or the Trustee may do any act or thing at its discretion, the discretion of the Trustee shall be absolute and unconditional, and its determination to act or refrain from acting, or to exercise such power or refrain from so doing, shall be binding upon each Participating Trust and each corporation, firm or person having or claiming any interest therein. No mistake made in good faith and in the exercise of due care in connection with the administration of the Trust shall be deemed to be a violation of the Trustee's duties if, promptly after the discovery of the mistake, the Trustee takes whatever action may be practicable in the circumstances to remedy the mistake.

The Trustee shall not have any liability or responsibility for any act or omission on the part of any other fiduciary of any Participating Trust, except as may otherwise be required by law.

6.03 Trustee Compensation. The Trustee shall be entitled to receive reasonable compensation for its services in managing and administering the Trust. The

compensation, custodial fees and expenses of the Trustee shall be paid from the Trust, except to the extent that Plan Fiduciaries have arranged for payment from other sources. Notwithstanding the foregoing, the Trust shall pay or bear any fees charged to any pooled investment fund or other entity in which the Trust may have invested, to the extent permitted by applicable law. If the Trust purchases shares of mutual funds or other collective investment trusts with respect to which the Trustee or any Affiliate may receive additional compensation, the Trustee will comply as necessary with the terms of applicable law.

- 6.04 Trustee's Authority.** No person dealing with the Trustee shall be under any obligation to inquire regarding the authority of the Trustee, the validity or propriety of any transaction, or the application of a payment made to the Trustee.
- 6.05 Reliance on Experts and Others.** The Trustee shall be, in the performance of its duties and to the extent permitted by applicable law, fully indemnified, protected and held harmless by the Trust in relying in good faith upon the books of account or other records of the Trust, or upon reports made to the Trustee by (a) the custodians, depositories, pricing agents, or transfer agents of the Trust, or (b) any investment advisers, accountants, or attorneys of the Trustee. Officers, employees, and agents of the Trustee may take advice of counsel with respect to the meaning and operation of this Declaration of Trust, the Investment Guidelines, or a Description of Classes, and shall be under no liability for any act or omission in accordance with such advice or for failing to follow such advice, except as provided by law. The exercise by the Trustee of its powers and discretion hereunder and the interpretation in good faith by the Trustee of the meaning or effect of any provisions of this Declaration of Trust, the Investment Guidelines, or a Description of Classes shall be binding upon everyone interested.
- 6.06 Reliance on Communications.** The Trustee shall be, to the extent permitted by applicable law, fully indemnified, protected and held harmless by the Trust in acting upon any instrument, certificate, or document believed by it to be genuine and to be signed or presented by the proper person or persons. The Trustee shall have no duty to make an investigation or inquiry as to any statement contained in any such writing, but may accept the same as conclusive evidence of the truth and accuracy of the statements therein contained.
- 6.07 Action by Trustee.** The Trustee may exercise its rights and powers and perform its duties hereunder through such of its officers and employees as

shall be authorized to perform such functions by the Trustee's Board of Directors through general or specific resolutions. However, the Trustee solely shall be responsible for the performance of all rights and responsibilities conferred on it as Trustee hereunder, and no such officer or employee individually shall be deemed to have any fiduciary authority or responsibility with respect to the Fund, except as otherwise provided by applicable law.

6.08 Discretion of the Trustee. The discretion of the Trustee, when exercised in good faith and with reasonable care under the circumstances then prevailing, shall be final and conclusive and binding upon each Participating Trust and all persons interested therein.

6.09 Situs. The Trust shall be maintained at all times as a domestic trust in the United States of America, and the Trustee shall at all times be a "bank" within the meanings of Section 202(a)(2) of the Investment Advisers Act of 1940, as amended, and within the meaning of Section 2(a)(5) of the Investment Company Act of 1940, as amended.

6.10 Payment of Expenses and Taxes.

(a) To the extent permitted under applicable law, all direct expenses incurred by the Trustee in the performance of its duties hereunder, including (i) all brokerage commissions, transfer taxes and all other transaction costs incurred in connection with the operation of any Fund of the Trust, (ii) all expenses directly incurred in connection with the acquisition or holding of real or personal property, any interest therein or mortgage thereon, or any interest which may be payable on money borrowed by the Trustee for the purposes of a Fund of the Trust and any other investment expense directly related to the management of a Fund's investments or assets (including printing, wiring, mailing, agents' fees, filing fees and pricing services, and fees for legal and auditing services rendered to the Trustee), (iii) all taxes of any and all kinds whatsoever that may be levied or assessed under existing or future laws upon or in respect of the Funds or the income thereof which the Trustee in its sole discretion deems applicable, (iv) expenses of litigation, and (v) all other proper charges and disbursements (including fees and expenses of counsel) of the Trustee (including extraordinary expenses), unless otherwise paid, shall be withdrawn by the Trustee and paid from the Trust and shall be allocated among the Funds and Classes thereof in the proportions

in which they are properly so allocable in accordance with Section 5.05, and such allocation shall be deemed conclusive and binding.

- (b) In the event that a tax that is generally assessed against the Trust is not payable with respect to assets beneficially owned by one or more Participating Trusts, any reduction in the tax payable, or any refund of the tax previously paid, will be paid to the Participating Trust or trust involved in the appropriate amounts as determined by the Trustee. The Trustee shall not be required to institute any claim for refund of any such tax (other than tax reclaims of foreign tax, subject to the provision to the Trustee of information necessary to prepare such tax reclaims), but may do so if the Participating Trusts to benefit therefrom agree to bear the expense thereof.

6.11 Resignation. The Trustee shall serve as such until its resignation. The Trustee may resign upon one hundred eighty (180) days' written notice to the Plan Fiduciaries. In the event of a vacancy in the office of Trustee, a successor Trustee shall be appointed by a majority-in-interest of the Participating Trusts; provided, however, that any successor Trustee shall be a "bank" as defined in Section 202(a)(2) of the Investment Advisers Act of 1940, as amended, and section 2(a)(5) of the Investment Company Act of 1940, as amended. The successor Trustee shall provide its predecessor with its written acceptance of the trusteeship. In such an event, the Investment Adviser may suggest a successor Trustee, at which point the Trustee will request that the Participating Trusts promptly vote on the appointment of such successor Trustee.

6.12 Other Collective Trust Funds. The Trustee shall have the absolute right to establish other collective investment funds, including such funds that have investment objectives and policies similar to those of this Trust and any Fund.

ARTICLE 7
AMENDMENT AND TERMINATION

- 7.01** **Amendment.** The Trustee may, by action of its board of directors, amend or restate this Declaration of Trust at any time to conform to applicable law, including the applicable provisions of the Code, and written notice of any such amendment shall be furnished to Participating Trusts promptly after the execution of such amendment. The Trustee, by action of its board of directors, may amend the Description of Classes and the Investment Guidelines (either with respect to an existing Class or Fund or to create additional Classes or Funds) at any time. The Trustee may, by action of its board of directors, make other amendments to this Declaration of Trust after notifying all Participating Trusts in advance, and no such amendment shall take effect until thirty (30) days after notice thereof shall have been delivered to each Plan Fiduciary, unless all Participating Trusts expressly consent to an earlier effective date. Any amendment adopted by the Trustee shall be binding upon each Participating Trust and all persons interested therein.
- 7.02** **Termination.** The Trustee may, by action of its board of directors, terminate the Trust, any Fund or any Class thereof upon thirty (30) days' advance written notice to the Plan Fiduciaries of Participating Trusts invested in the Trust or the applicable Fund or Class; provided, however, that the Trust shall be terminated as promptly as practicable in the event the Internal Revenue Service takes any action to deny tax-exempt status to the Trust. In such event, the assets of the Trust or the assets represented by such liquidated Fund or Class thereof, as applicable, shall be administered and distributed as if it were a Liquidating Account. No withdrawal of any amounts from this Trust by any Participating Trust shall operate to terminate this Declaration of Trust, or entitle such Participating Trust to claim an accounting or to take any action or proceeding in any court of competent jurisdiction for a partition or winding up of the Trust created hereunder, or otherwise affect the rights, obligations and liabilities of any Participating Trust or the parties hereto.
- 7.03** **Notices.** The Trustee shall give written notice of any material amendment, or of the termination of a Fund or of the Trust, to each person to whom a regular periodic accounting would ordinarily be rendered with respect to each affected Participating Trust. Any such notice or other notice or communication required or permitted hereunder shall be deemed to have been given at the time the Trustee delivers the notice personally or mails the

notice first class, postage prepaid, registered, or certified to the address of the appropriate recipient as shown on the Trustee's records.

ARTICLE 8
LIQUIDATING ACCOUNTS AND DEDICATED ACCOUNTS

8.01 Establishment of Liquidating Accounts and Dedicated Accounts.

- (a)** The Trustee may in its sole discretion, from time to time, transfer any illiquid, impaired, or defaulted investment of any Fund to a Liquidating Account. The primary purpose of each Liquidating Account shall be to facilitate the liquidation and pricing of the assets contained therein for the benefit of the Participating Trusts holding a beneficial interest therein. The period during which the Trustee may continue to hold any such assets shall rest in its sole discretion.
- (b)** The Trustee may in its sole discretion, from time to time, establish one or more Dedicated Accounts related to a Fund to hold cash, securities, or other assets received from, and other investments made for the benefit of, one or more specific Participating Trusts, pending the investment of such deposits in securities or other investments which the Trustee considers suitable for such Fund, or in connection with the distribution or withdrawal of cash, securities or other investments held for the benefit of the Participating Trusts holding a beneficial interest in such Dedicated Account, or for such other purposes as the Trustee shall deem appropriate.
- (c)** Each Liquidating Account or Dedicated Account shall be maintained and administered solely for the ratable benefit of the Participating Trusts whose cash, securities or other assets has been transferred thereto or deposited therein, and each Participating Trust whose cash, securities or other assets have been transferred thereto or deposited therein shall have a beneficial interest therein equal to the portion of such account represented by such transfer or deposit.

8.02 Additional Powers and Duties of Trustee. The Trustee shall have, in addition to all of the powers granted to it by law and by the terms of this Declaration of Trust, each and every discretionary power of management of the assets contained in a Liquidating Account or a Dedicated Account (and of all proceeds of such assets) which the Trustee shall deem necessary or convenient to accomplish the purposes of such Liquidating Account or Dedicated Account. At the time of the establishment of a Liquidating Account or a Dedicated Account, and upon each deposit of additional money to such Liquidating Account or Dedicated Account, the Trustee shall prepare a schedule showing the interest of each Participating Trust therein. When the assets of such Liquidating Account or Dedicated Account shall have been

completely distributed, such schedule shall be held thereafter as part of the permanent records of the Fund to which the Liquidating Account or Dedicated Account relates. The Trustee shall include in any report of audit for a Fund a report for each related Liquidating Account and Dedicated Account established hereunder. For purposes hereof, the value of assets transferred to or held in a Liquidating Account or Dedicated Account (and the beneficial interest of any Participating Trust therein) may be based upon value as provided in Section 5.02, or amortized cost, or book value, as determined by the Trustee in its sole discretion.

8.03 Borrowings. If in the Trustee's reasonable opinion such action is advisable for the protection of any asset held therein, the Trustee may borrow from others (to be secured by the assets held in a Liquidating Account) and to make and renew such note or notes therefore as the Trustee may determine.

8.04 Distributions. The Trustee may make distributions from a Liquidating Account or Dedicated Account in cash or in-kind or partly in cash and partly in-kind, and the time and manner of making all such distributions shall rest in the sole discretion of the Trustee; provided that all such distributions as of any one time shall be made ratably and on the same basis among the Participating Trusts which hold a beneficial interest in such Liquidating Account or Dedicated Account. Income, gains, and losses attributable to a Liquidating Account or Dedicated Account shall be allocated among the Participating Trusts that hold a beneficial interest in such Liquidating Account or Dedicated Account in proportion to such respective beneficial interests.

Notwithstanding anything herein to the contrary, with respect to a Dedicated Account established to pay the Participating Trusts for the withdrawal of Units from the Fund pursuant to Section 3.05, the Trustee shall have satisfied its obligation to the Participating Trusts to pay the amount due upon redemption, so long as (a) the Trustee has transferred to the Dedicated Account, as soon as reasonably practicable after the applicable Valuation Date which has established the value of the Units of the Fund so redeemed, securities and other assets with a value (determined in accordance with Section 5.02) as of the applicable Valuation Date before consideration of applicable transaction expenses (as described in Section 3.06) equal to the value of the Units so redeemed, and (b) the Trustee pays out to the Participating Trusts the net proceeds realized upon the sale, disposition, or liquidation of the securities and assets in such Dedicated Account as provided in this Section 8.04 within a reasonable time after the transfer of such securities and other assets to such Dedicated Account.

8.05 Effect of Establishing Liquidating Accounts and Dedicated Accounts.

After an asset of a Fund has been set apart in a Liquidating Account or when assets of one or more Participating Trusts are held in a Dedicated Account, such assets shall be subject to the provisions of this Article 8, but such assets shall also be subject to all other provisions of this Declaration of Trust insofar as the same shall be applicable thereto and not inconsistent with the provisions of this Article 8. For the purpose of investments in and additions to and withdrawals from a Fund, and for purposes of determining the value of the Units of a Fund and the income, gains, or losses of a Fund that are allocated among Participating Trusts pursuant to the other provisions of this Declaration of Trust, the value, income, gains, or losses of any assets held in any Liquidating Account or Dedicated Account shall be excluded. As of any subsequent Valuation Date selected by the Trustee in its sole discretion, any assets held in a Dedicated Account may be valued in accordance with Section 5.02 and transferred by the Trustee to the appropriate Fund, in which event the Participating Trusts which hold a beneficial interest in such Dedicated Account shall be allocated in proportion to their respective beneficial interests such number of Units of such Fund as would be issued if assets of the Dedicated Account were treated as an investment in the Fund pursuant to Section 3.04.

8.06 Fees and Expenses. Each Liquidating Account and Dedicated Account shall be charged with the expenses attributable to the administration and management of such account (including but not limited to brokerage fees, settlement charges, stamp taxes, duty, stock listing and related expenses, attorneys' fees and auditing fees). Such Liquidating Accounts and Dedicated Accounts shall remain as part of the assets of the applicable Fund for purposes of determining the fee payable to the Trustee in accordance with its fee schedule as may apply from time to time.

ARTICLE 9

NONDIVERSION; PROHIBITED TRANSACTIONS; BONDING

9.01

Diversion, Assignment Prohibited. The following provisions shall apply, notwithstanding any provision of this Declaration of Trust or any amendment hereto to the contrary.

- (a) This Declaration of Trust (and any amendment hereto) is adopted as part of the Participating Trust.
- (b) Only Eligible Trusts may be admitted as Participating Trusts
- (c) No part of the corpus or income of the Trust which equitably belongs to a Participating Trust, other than such part as is required to pay taxes and the expenses of the Trust as provided in this Declaration of Trust, shall be used or diverted to any purposes other than for the exclusive benefit (as that term is used in Section 401(a) of the Code) of the Participating Trust, or its participants or their beneficiaries who are entitled to benefits under such Participating Trust.
- (d) Each Participating Trust shall be exempt from Federal income taxation.
- (e) A separate account will be maintained to reflect the interest of each Participating Trust, including separate accounting for contributions to the Trust by such Participating Trust, disbursements made from each such Participating Trust's account and the investment experience of the Trust (or Fund) allocable to that account.
- (f) No part of the Trust which equitably belongs to a Participating Trust shall be subject to any legal process, levy of execution, receivership, or attachment or garnishment proceedings for payment of any claim against any such Participating Trust or any employee or beneficiary thereof, and such interests shall not pass to any trustee in bankruptcy or be reached or applied by any legal process for the payment of any obligation of any Participating Trust.
- (g) Each Participating Trust shall expressly provide in its governing document that it is impossible, prior to the satisfaction of all liabilities with respect to participants and their beneficiaries, for any part of the corpus or income of the Participating Trust to be used for, or diverted to, purposes other than for the exclusive benefit (as that term is used in Section 401(a) of the Code) of the Participating Trust, or its

participants or their beneficiaries who are entitled to benefits under such Participating Trust.

(h) No Participating Trust may assign all or any portion of its equity or interest in the Trust

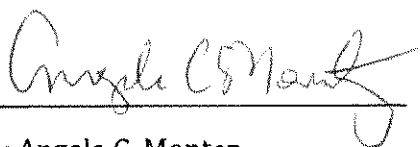
9.02 **Amendments to this Article.** The provisions of this Article 9 may only be amended on such terms as will permit the Trust to continue as a tax-exempt trust under Section 501(a) of the Code.

9.03 **9.04 Bonding.** The Trustee will comply with any applicable bonding requirements.

ARTICLE 10
GENERAL PROVISIONS

- 10.01 Governing Law.** This Declaration of Trust shall be construed, and the Fund shall be administered, in accordance with the internal laws of the State of New Hampshire, except to the extent that such laws have been preempted by applicable Federal law.
- 10.02 Inspection.** A copy of this Declaration of Trust shall be kept on file at the principal office of the Trustee, available for inspection during normal business hours. A copy of this Declaration of Trust shall be sent upon request to each person to whom a regular periodic accounting would be rendered with respect to each Participating Trust, and shall be furnished to any other person upon request for a reasonable charge.
- 10.03 Titles.** The titles and headings in this Declaration of Trust are for convenience and reference only, and shall not limit or affect in any manner any provision contained therein.
- 10.04 Successors and Assigns.** This Declaration of Trust shall be binding upon the respective successors and assigns of the Trustee and the Participating Trusts.
- 10.05 Invalid Provisions.** If any paragraph, Section, sentence, clause or phrase contained in this Declaration of Trust is illegal, null, or void, or against public policy, the remaining provisions thereof shall not be affected.

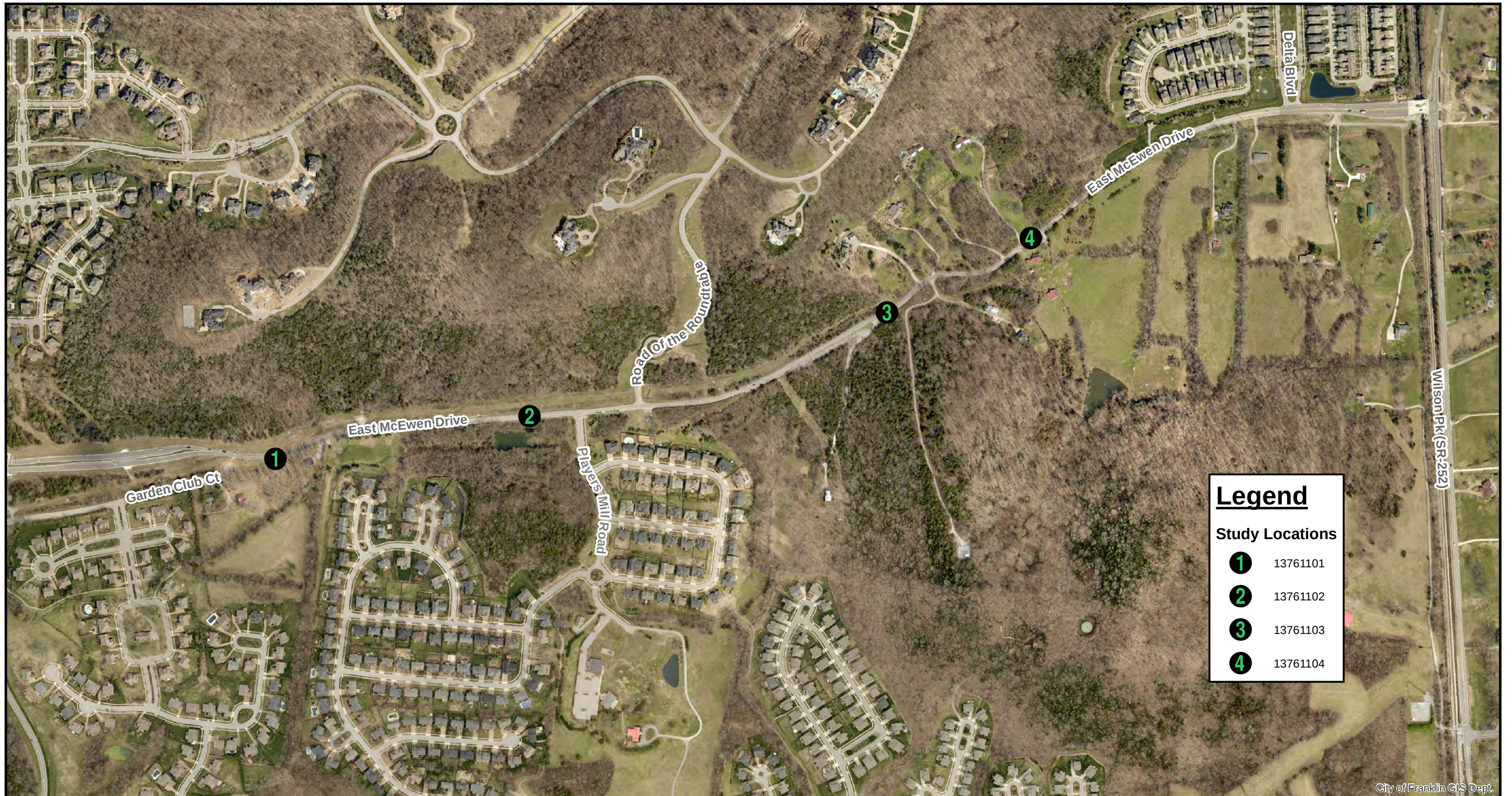
IN WITNESS WHEREOF, VantageTrust Company, LLC has caused this Declaration of Trust to be executed and delivered on the date first written above.

By: 

Name: Angela C. Montez

Title: Assistant Secretary

Date: January 30, 2015



City of Franklin GIS Dept.



HISTORIC
FRANKLIN
TENNESSEE

East McEwen Drive - Traffic Study

Exhibit 1A - Study Locations

1 inch equals 500 feet



THIS MAP WAS CREATED BY THE CITY OF FRANKLIN ENGINEERING DEPARTMENT AND WAS COMPILED FROM THE MOST AUTHENTIC INFORMATION AVAILABLE. THE CITY IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS CONTAINED HEREON. ALL DATA AND MATERIALS © COPYRIGHT 2016, CITY OF FRANKLIN, TN. ALL RIGHTS RESERVED.

East McEwen Drive — Traffic Study

Exhibit 1B - Traffic Data

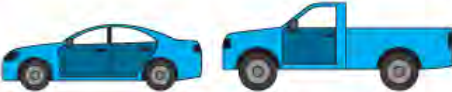
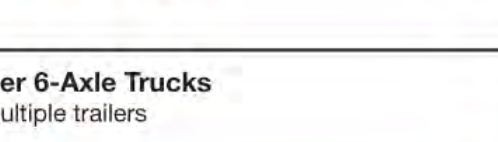
Volume (Vehicles per Day)		
Station ID	Direction	Volume
Station No. 1 (13761101)	Eastbound	6754
	Westbound	6247
	Combined	13012
Station No. 2 (13761102)	Eastbound	6770
	Westbound	6288
	Combined	13059
Station No. 3 (13761103)	Eastbound	6410
	Westbound	6060
	Combined	12473
Station No. 4 (13761104)	Eastbound	6412
	Westbound	6065
	Combined	12483
Average	Eastbound	6587
	Westbound	6165
	Combined	12757

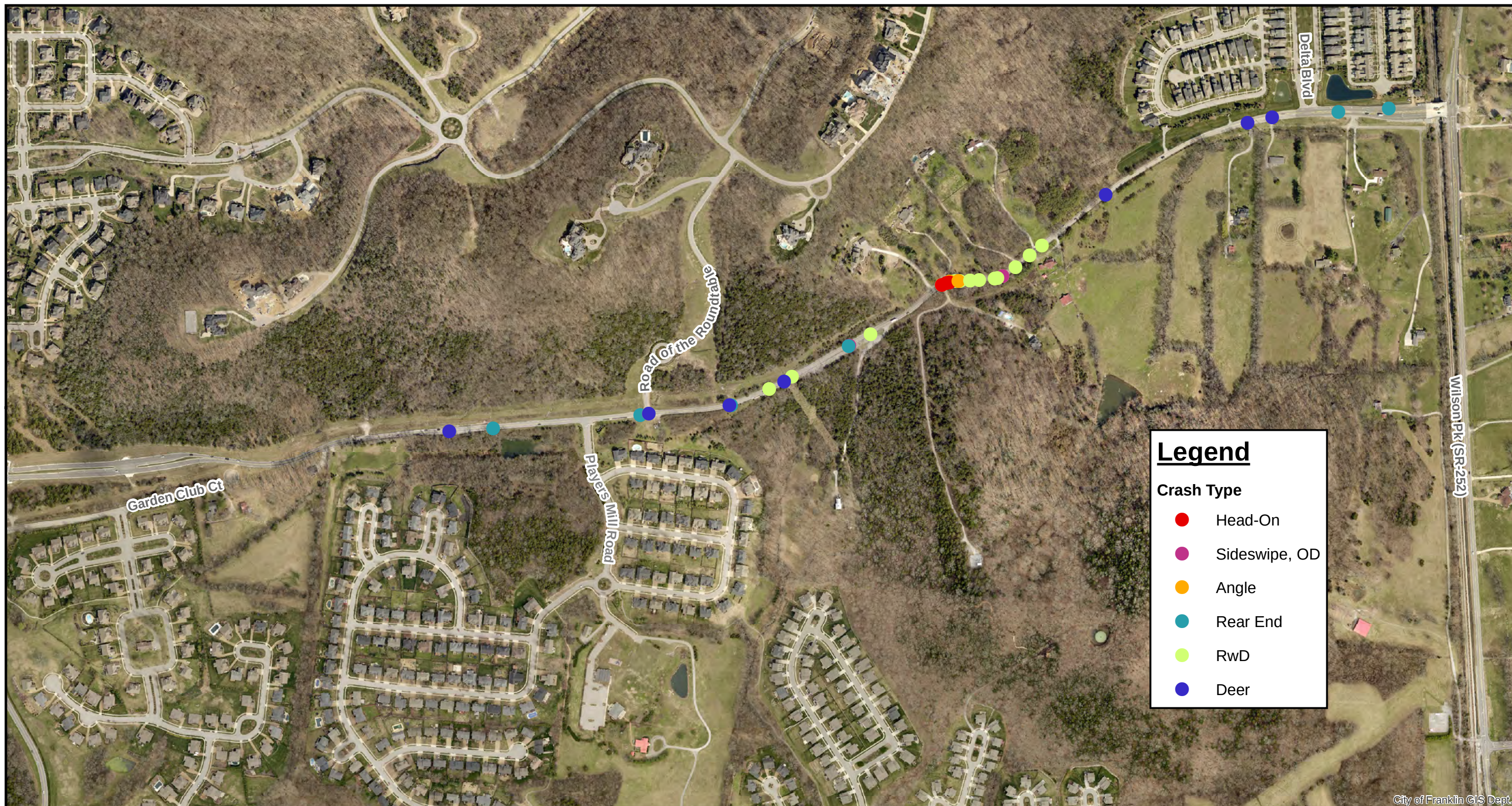
Speed (MPH)			
Station ID.	Direction	85th Percentile	Average
Station No. 1 (13761101)	Eastbound	37	31
	Westbound	36	30
	Combined	37	31
Station No. 2 (13761102)	Eastbound	42	33
	Westbound	42	35
	Combined	42	34
Station No. 3 (13761103)	Eastbound	35	29
	Westbound	36	31
	Combined	36	30
Station No. 4 (13761104)	Eastbound	40	34
	Westbound	39	33
	Combined	40	34
Average	Eastbound	39	32
	Westbound	38	32
	Combined	39	32

Vehicle Classification			
Station ID	Passenger Carriers	Commodities Carriers	Unclassified
Station No. 1 (13761101)	91.4%	3.9%	4.7%
Station No. 2 (13761102)	92.5%	3.4%	4.0%
Station No. 3 (13761103)	90.3%	5.0%	4.7%
Station No. 4 (13761104)	91.7%	4.1%	4.2%
Average	91.5%	4.1%	4.4%

East McEwen Drive — Traffic Study

Exhibit 1C - Classification Information

FHWA Vehicle Classifications			
1. Motorcycles 2 axles, 2 or 3 tires 	2. Passenger Cars 2 axles, can have 1- or 2-axle trailers 	3. Pickups, Panels, Vans 2 axles, 4-tire single units Can have 1 or 2 axle trailers 	4. Buses 2 or 3 axles, full length 
5. Single Unit 2-Axle Trucks 2 axles, 6 tires (dual rear tires), single-unit 	6. Single Unit 3-Axle Trucks 3 axles, single unit 	7. Single Unit 4 or More-Axle Trucks 4 or more axles, single unit 	8. Single Trailer 3- or 4-Axle Trucks 3 or 4 axles, single trailer 
9. Single Trailer 5-Axle Trucks 5 axles, single trailer  	10. Single Trailer 6 or More-Axle Trucks 6 or more axles, single trailer  	  	
11. Multi-Trailer 5 or Less-Axle Trucks 5 or less axles, multiple trailers 		12. Multi-Trailer 6-Axle Trucks 6 axles, multiple trailers  	
13. Multi-Trailer 7 or More-Axle Trucks 7 or more axles, multiple trailers 			



City of Franklin GIS Dept.



HISTORIC
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East McEwen Drive - Traffic Study

Exhibit 2A - 2013 thru 2015 Crashes

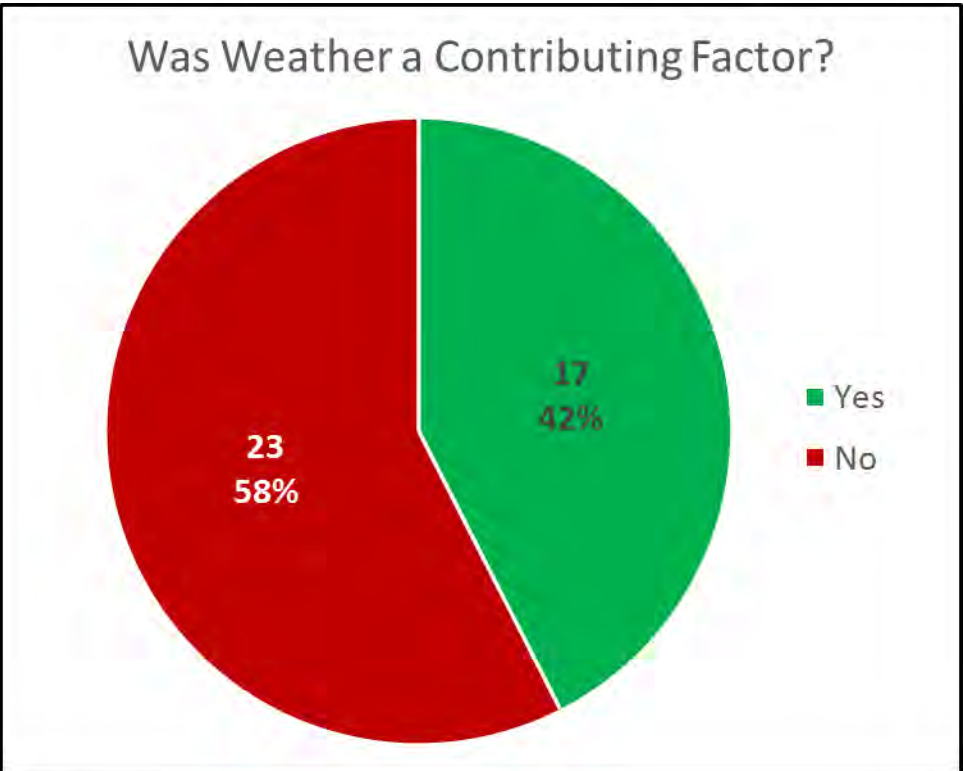
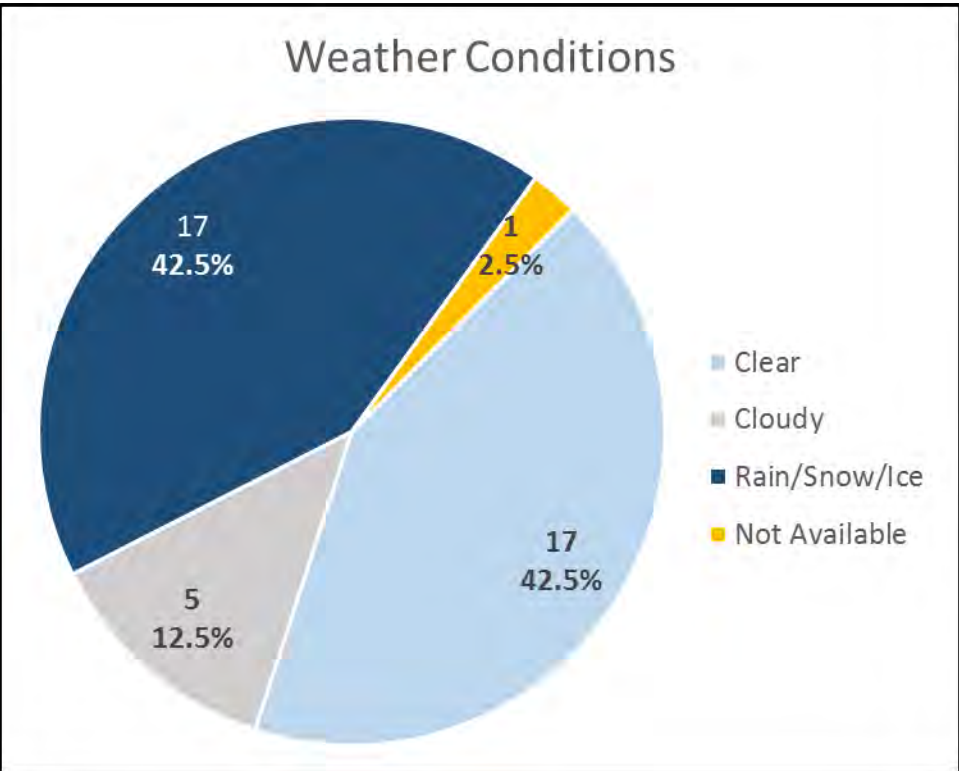
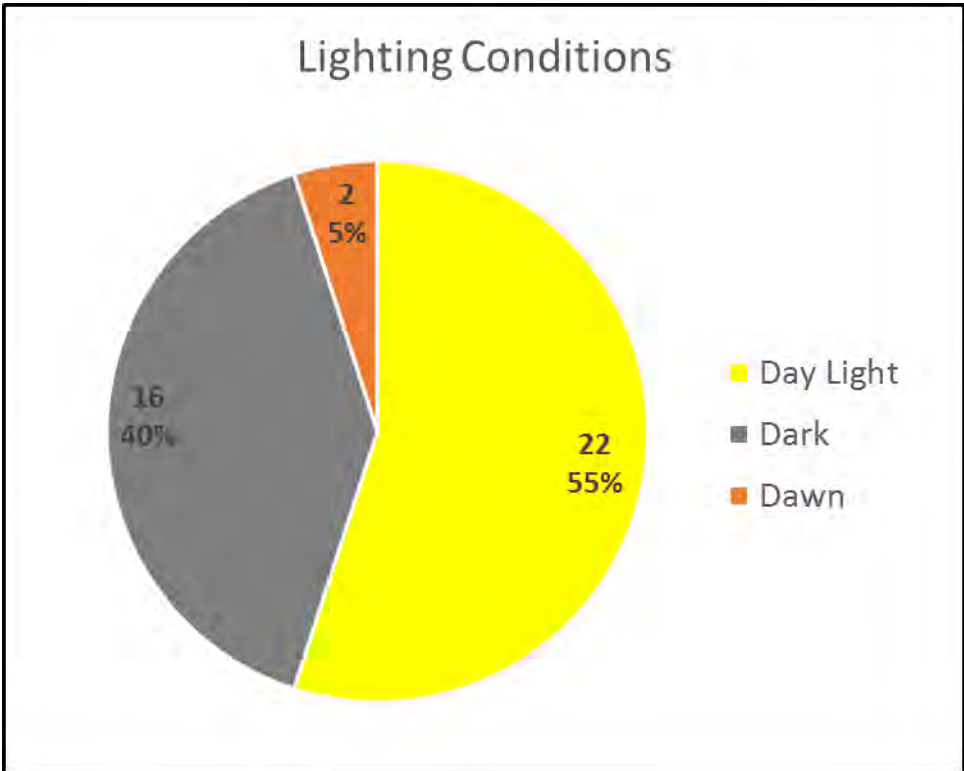
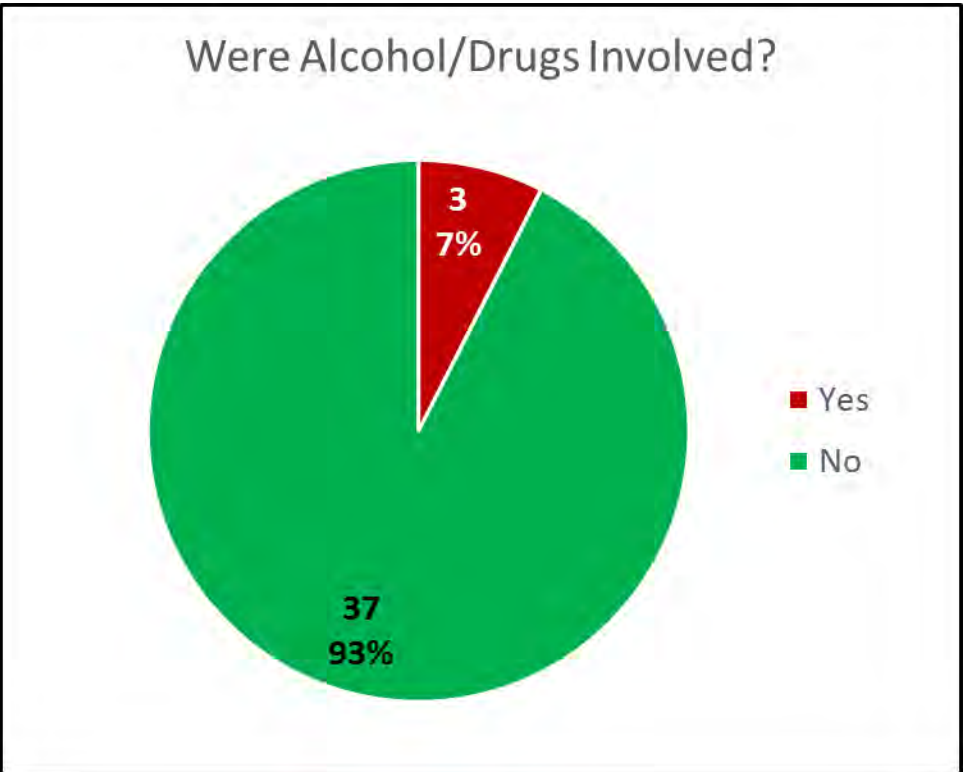
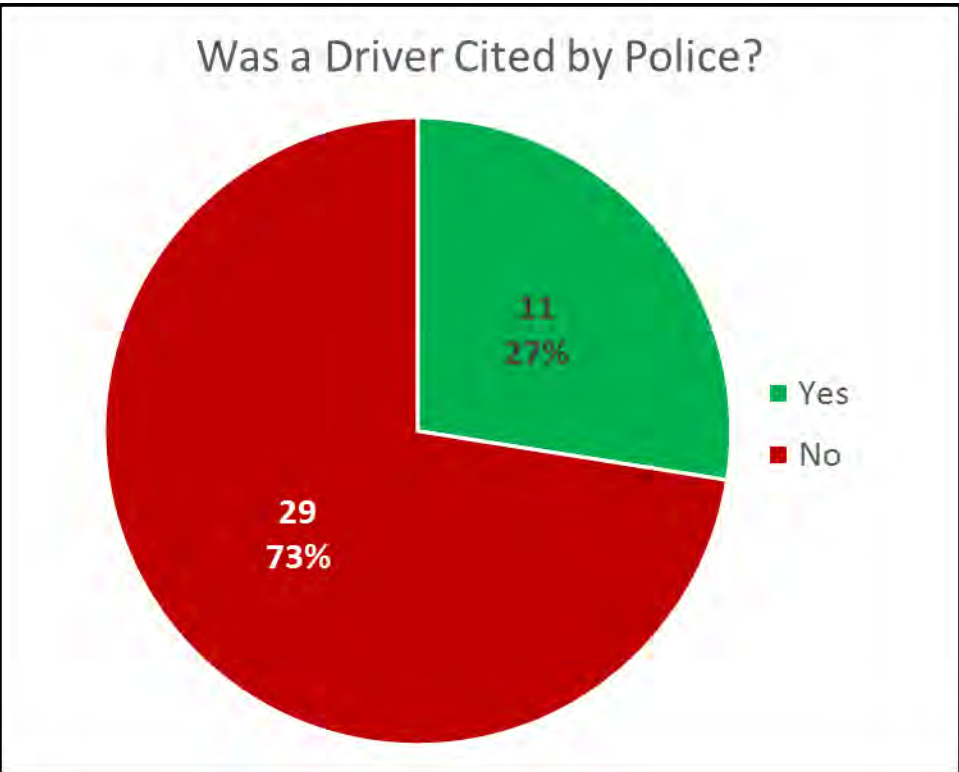
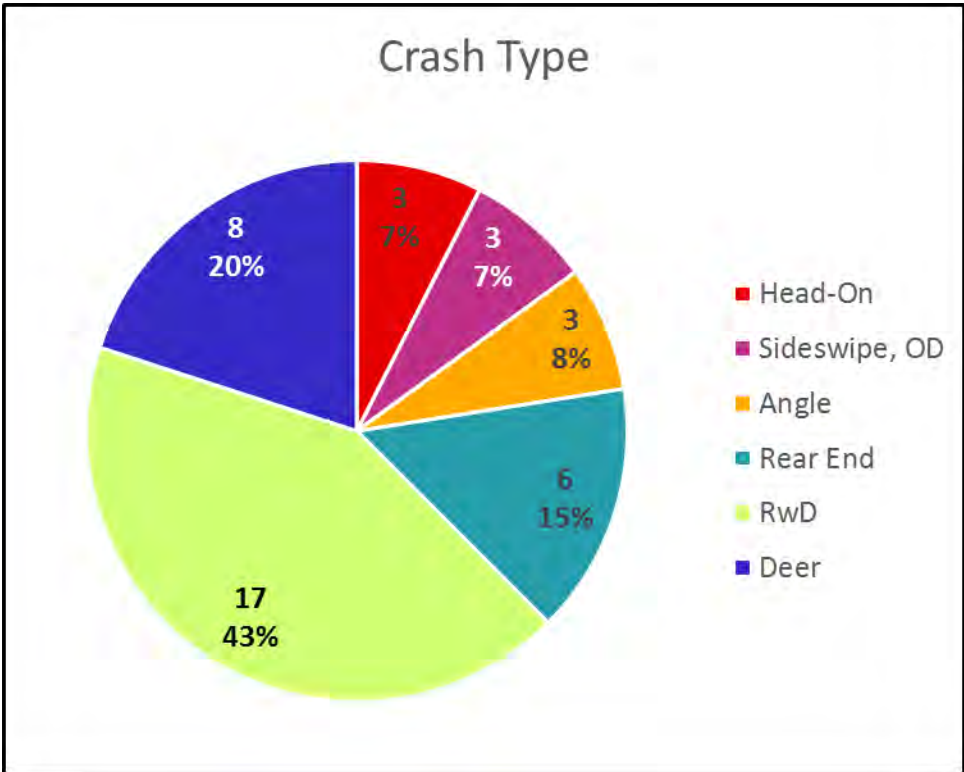
1 inch equals 500 feet



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East McEwen Drive — Traffic Study

Exhibit 2B - Crash Information





City of Franklin GIS Dept.



HISTORIC
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East McEwen Drive - Traffic Study

Exhibit 3 - Slope and Guardrail

1 inch equals 500 feet



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East McEwen Drive — Safety Enhancements

Exhibit 4A - Roadway Upgrade Options



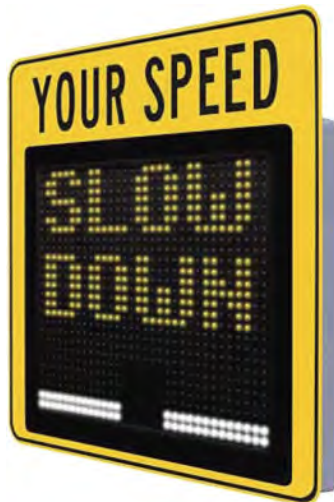
East McEwen Drive — Safety Enhancements

Exhibit 4B - Signage Upgrade Options



East McEwen Drive — Safety Enhancements

Exhibit 4C - Signage Upgrade Options

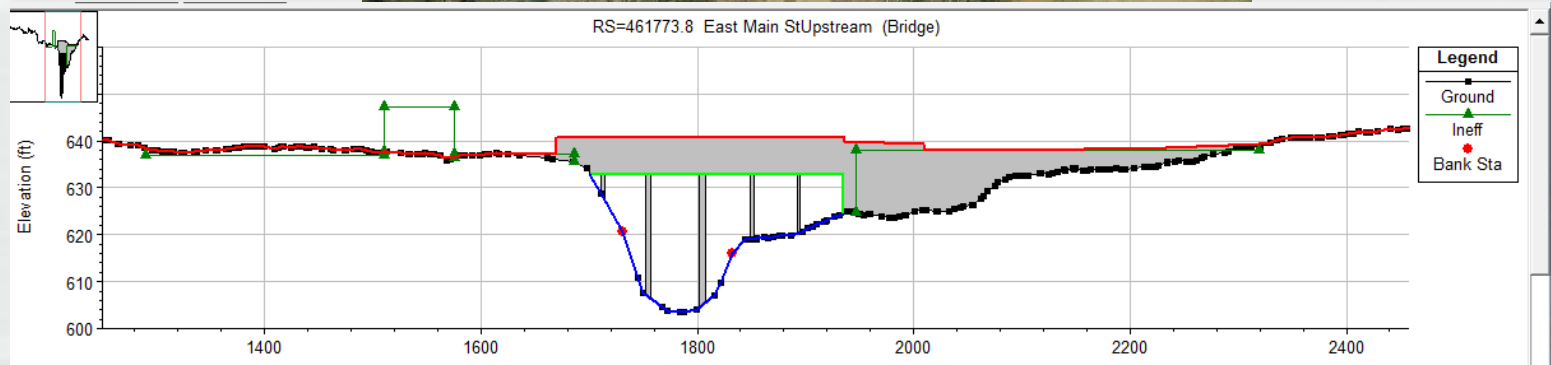


Harpeth River Watershed Feasibility Study Recommended Alternatives for the City of Franklin

August 2016



Franklin Road Bridge Existing Conditions



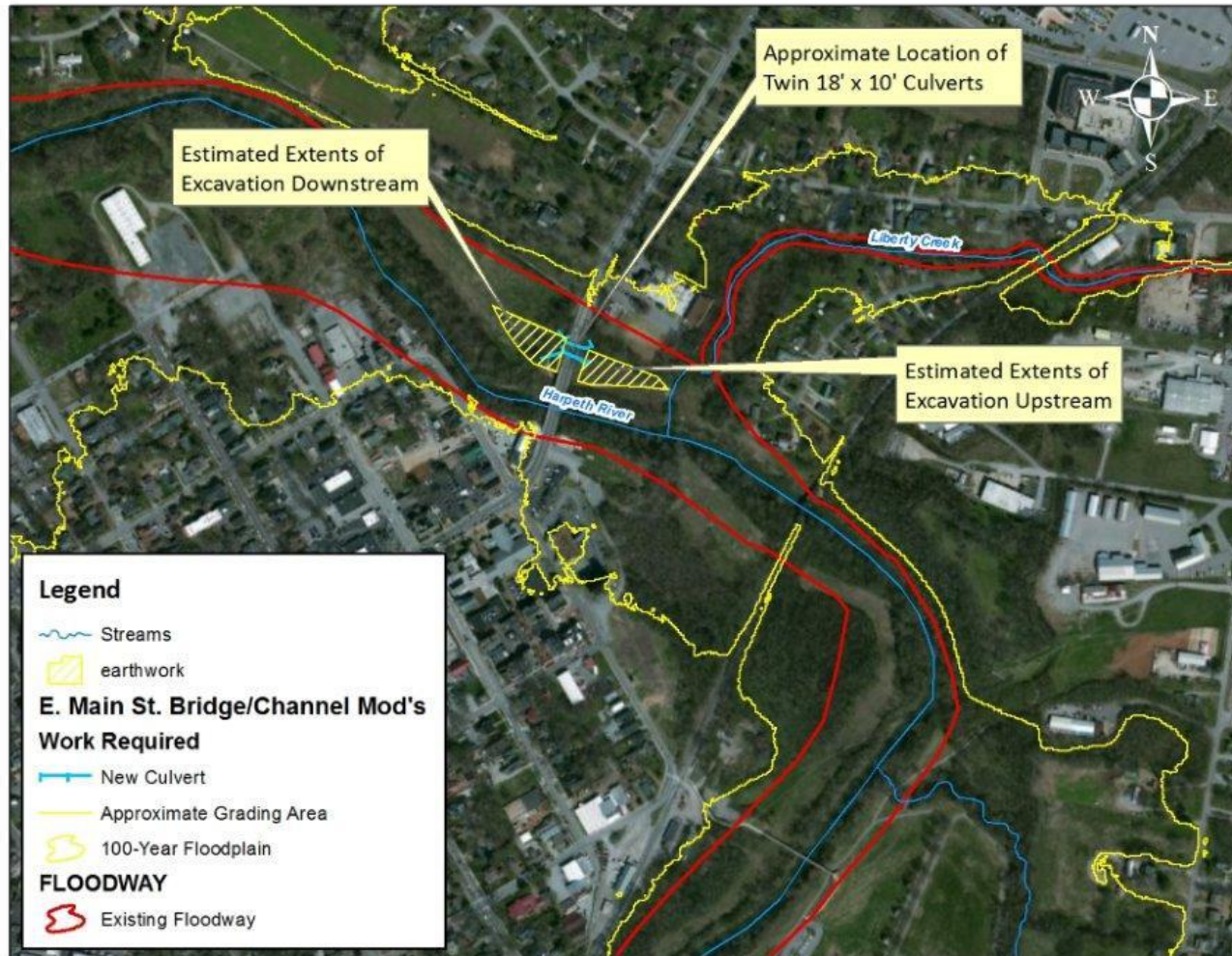
Franklin Road Bridge Channel Modification



- Construction of two 10' x 18' culverts on the right overbank for additional high-flow capacity.
- 52' length
- Excavation needed upstream and downstream of Franklin Road to allow floodwaters to flow through the culverts.



Franklin Road Bridge Channel Modification



Franklin Road Bridge Channel Modification

- Project prevents 30 homes (6 in Reach F-3 and 24 in Reach F-4) from receiving damages at the 100-year return period, plus lowers the flood elevation for numerous other structures.
- Total project cost is **approximately** \$1M. Cost to the City of Franklin is \$350,000.
- Benefit-to-Cost Ratio of 2.97



Franklin Road Bridge Channel Modification

Feet of Flood Reduction with Constructed Project

Location	10-yr	25-yr	100-yr
	Return Period	Return Period	Return Period
Upstream of East Main St Bridge	1.06	1.31	2.06
USGS Gage: Harpeth River at Franklin, TN	0.68	0.93	1.17
Near Carnton Lane	0.59	0.81	1.02
Mack Hatcher Memorial Parkway	0.34	0.47	0.65



Takeaways

- Structural project provides the following benefits:
 - Removes 30 homes from the 100-yr floodplain.
 - Reduces 100-year flood stages by 1-2 feet for much of the City's affected population.
 - Reduces Franklin's overall average annual damages by 16%. Reach F-4's annual damages are reduced by 30%.
- Total Estimated Project Cost of \$1M, Franklin's share is 35% actual cost.
- No environmental impacts anticipated.



FY 2017-2026 CIP - BOMA Selections - Non-Weighted

(Facilities, Parks & Recreation, and Transportation Projects)

Project Information						Total Votes (X of 9)	Cumulative Total	Counter
ID	Name	Category	Status	Star Ranking	Estimated Cost			
PK16014	East/Southeast Multipurpose Park	Parks & Recreation	Pending	4	\$ 13,200,000.00	8	\$ 13,200,000.00	1
ST16007	East McEwen Drive Improvements - Phase 4	Transportation	Active	4	\$ 26,428,800.00	8	\$ 39,628,800.00	2
ST16037	Sidewalk Gaps	Transportation	Pending	4	\$ 1,250,000.00	8	\$ 40,878,800.00	3
FD16001	Fire Station 7 (Goose Creek Area)	Facilities	Active	4	\$ 4,330,000.00	7	\$ 45,208,800.00	4
ST16009	Franklin Road Improvements & Streetscape	Transportation	Active	4	\$ 14,340,000.00	7	\$ 59,548,800.00	5
ST16002	Goose Creek Interchange Lighting	Transportation	Pending	3	\$ 870,000.00	6	\$ 60,418,800.00	6
FM16001	New City Hall	Facilities	Active	4	\$ 24,100,000.00	5	\$ 84,518,800.00	7
ST16014	Franklin Rd & Mallory Station Rd Int. Improv.	Transportation	Pending	3	\$ 3,920,000.00	5	\$ 88,438,800.00	8
PK16018	Eastern Flank Circle (Loop Road) Repair	Parks & Recreation	Pending	4	\$ 130,000.00	4	\$ 88,568,800.00	9
PK16020	Bicentennial Park Schematic Design & Construction	Parks & Recreation	Active	4	\$ 1,905,000.00	4	\$ 90,473,800.00	10
ST16030	Sidewalk Lewisburg Ave	Transportation	Pending	4	\$ 580,000.00	4	\$ 91,053,800.00	11
PK16002	Main Barn Restoration (Harlinsdale)	Parks & Recreation	Pending	4	\$ 698,000.00	3	\$ 91,751,800.00	12
PK16008	Jim Warren Park Renovations	Parks & Recreation	Pending	3	\$ 2,885,000.00	3	\$ 94,636,800.00	13
PK16009	Liberty Park Improvements	Parks & Recreation	Pending	1	\$ 557,000.00	3	\$ 95,193,800.00	14
ST16008	East McEwen Dr. Right-Turn Bypass Lane	Transportation	Pending	4	\$ 974,400.00	3	\$ 96,168,200.00	15
ST16011	Mallory/N Royal Oaks & Liberty Intersection Imp.	Transportation	Pending	3	\$ 4,440,000.00	3	\$ 100,608,200.00	16
ST16017	Long Lane/Old Peytonsville Rd Connector at I-65	Transportation	Active	3	\$ 12,790,000.00	3	\$ 113,398,200.00	17
ST16031	Liberty Pike Sidewalk	Transportation	Pending	3	\$ 102,000.00	3	\$ 113,500,200.00	18
ST16038	Major Street Resurfacing	Transportation	Pending	2	\$ 13,800,000.00	3	\$ 127,300,200.00	19
PK16001	Hayes Home Restoration (Harlinsdale)	Parks & Recreation	Pending	4	\$ 718,500.00	2	\$ 128,018,700.00	20
PK16010	Splash Pad	Parks & Recreation	Pending	1	\$ 600,000.00	2	\$ 128,618,700.00	21
PK16013	Greenway & Bridge (Harlinsdale to Fulton Greer)	Parks & Recreation	Pending	3	\$ 652,944.00	2	\$ 129,271,644.00	22
ST16012	East McEwen Drive Extension - Phase 5	Transportation	Active	1	\$ 12,587,800.00	2	\$ 141,859,444.00	23
ST16015	Carothers Parkway Widening (Falcon Creek to SR-96)	Transportation	Pending	3	\$ 16,676,000.00	2	\$ 158,535,444.00	24
ST16019	N Royal Oaks Blvd (Alexander Plaza to Liberty Pk)	Transportation	Pending	1	\$ 8,688,400.00	2	\$ 167,223,844.00	25
ST16028	Clovercroft Road (SR96 to Oxford Glen)	Transportation	Pending	3	\$ 14,458,150.00	2	\$ 181,681,994.00	26
ST16029	Multi-Use Trail S Royal Oaks	Transportation	Pending	1	\$ 810,000.00	2	\$ 182,491,994.00	27
TOC16001	Carothers Parkway (South) ITS Extension	Transportation	Pending	4	\$ 1,375,000.00	2	\$ 183,866,994.00	28
TOC16002	ITS Camera at Columbia Ave & Mack Hatcher Pkwy	Transportation	Pending	2	\$ 85,000.00	2	\$ 183,951,994.00	29
PK16004	North Barn Restoration (Harlinsdale)	Parks & Recreation	Pending	2	\$ 689,400.00	1	\$ 184,641,394.00	30
PK16005	Harlinsdale Visitor Center & Museum	Parks & Recreation	Pending	2	\$ 3,100,760.00	1	\$ 187,742,154.00	31
PK16006	Worker House I & II (Harlinsdale)	Parks & Recreation	Pending	2	\$ 342,000.00	1	\$ 188,084,154.00	32
PK16012	Greenway (Pinkerton to Bicentennial)	Parks & Recreation	Pending	3	\$ 5,710,126.00	1	\$ 193,794,280.00	33
PK16016	Lockwood Glen Park	Parks & Recreation	Pending	2	\$ 210,750.00	1	\$ 194,005,030.00	34
PK16019	Harlinsdale Farm Interurban Trail Connection	Parks & Recreation	Pending	2	\$ 128,000.00	1	\$ 194,133,030.00	35

FY 2017-2026 CIP - BOMA Selections - Non-Weighted

(Facilities, Parks & Recreation, and Transportation Projects)

Project Information						Total Votes (X of 9)	Cumulative Total	Counter
ID	Name	Category	Status	Star Ranking	Estimated Cost			
ST16004	Carothers Parkway Extension	Transportation	Pending	1	\$ 5,172,000.00	1	\$ 199,305,030.00	36
ST16006	Jordan Road Improvements	Transportation	Active	4	\$ 2,062,000.00	1	\$ 201,367,030.00	37
ST16013	Aspen Grove Dr & Seaboard Ln Intersection Improv.	Transportation	Active	2	\$ 1,708,000.00	1	\$ 203,075,030.00	38
ST16016	Lewisburg Pike Imp. (Donelson Crk Pkwy to SR-397)	Transportation	Pending	3	\$ 12,720,000.00	1	\$ 215,795,030.00	39
ST16018	S. Margin Infrastructure Upgrades (1st to Columbia)	Transportation	Pending	4	\$ 7,393,680.00	1	\$ 223,188,710.00	40
ST16022	Carothers Parkway Widening (Long Lane to Falcon Creek)	Transportation	Pending	3	\$ 9,435,629.00	1	\$ 232,624,339.00	41
ST16024	Multi-Use Trail Mack Hatcher (Franklin to Hillsboro)	Transportation	Pending	3	\$ 2,295,000.00	1	\$ 234,919,339.00	42
ST16025	Multi-Use Trail Oxford Glen Dr (Dalily to McEwen)	Transportation	Pending	3	\$ 870,000.00	1	\$ 235,789,339.00	43
ST16026	Multi-Use Trail Forrest Crossing Blvd	Transportation	Pending	3	\$ 375,000.00	1	\$ 236,164,339.00	44
ST16027	Boyd Mill Ave (Downs to SR96W)	Transportation	Pending	2	\$ 7,421,542.00	1	\$ 243,585,881.00	45
ST16032	West Main Street (Natchez St to Downs Blvd)	Transportation	Pending	4	\$ 8,752,750.00	1	\$ 252,338,631.00	46
ST16034	Jordan Road (McEwen - Liberty)	Transportation	Pending	1	\$ 2,400,000.00	1	\$ 254,738,631.00	47
ST16036	Hillsboro Road Temporary Sidewalk	Transportation	Pending	1	\$ 550,000.00	1	\$ 255,288,631.00	48
TOC16003	ITS Camera at Franklin Rd & Mallory Station Rd	Transportation	Pending	2	\$ 85,000.00	1	\$ 255,373,631.00	49
TOC16007	Lewisburg Pike ITS Extension	Transportation	Pending	1	\$ 150,000.00	1	\$ 255,523,631.00	50
PK16003	Maintenance Building Restoration (Harlinsdale)	Parks & Recreation	Pending	1	\$ 549,000.00	0		
PK16007	North Pavilion & Restroom Facility (Harlinsdale)	Parks & Recreation	Pending	1	\$ 292,500.00	0		
PK16011	Greenway (Aspen Grove to Mack Hatcher)	Parks & Recreation	Pending	3	\$ 907,255.00	0		
PK16017	Greenway (Lewisburg to I-65/Harpeth River)	Parks & Recreation	Pending	1	\$ 3,300,000.00	0		
ST16001	Carlisle Lane Improvements	Transportation	Pending	1	\$ 4,186,000.00	0		
ST16003	Peytonsville Road Extension	Transportation	Pending	1	\$ 16,812,000.00	0		
ST16005	Peytonsville Rd & Pratt Ln Intersection Improv.	Transportation	Pending	1	\$ 5,016,000.00	0		
ST16010	Beta Drive Extension	Transportation	Pending	1	\$ 4,306,000.00	0		
ST16020	Multi-Use Trail SR-96W (Vera Valley Dr to 9th Ave)	Transportation	Pending	2	\$ 1,913,867.00	0		
ST16021	Multi-Use Trail (Mack Hatcher Pkwy to EFBP)	Transportation	Pending	1	\$ 1,987,451.00	0		
ST16023	Multi-Use Trail 1st Ave (South Margin to Bridge)	Transportation	Pending	1	\$ 1,470,000.00	0		
ST16033	Carters Creek Pk (Old Carters Creek - Downs Blvd)	Transportation	Pending	2	\$ 23,287,500.00	0		
ST16035	Columbia Ave (Downs Blvd to Fowlkes St)	Transportation	Pending	2	\$ 17,900,000.00	0		
TOC16004	Hillsboro Road ITS Extension	Transportation	Pending	3	\$ 700,000.00	0		
TOC16005	Highway 96 West ITS Extension - Phase 1	Transportation	Pending	1	\$ 285,000.00	0		
TOC16006	Highway 96 West ITS Extension - Phase 2	Transportation	Pending	1	\$ 310,000.00	0		

FY 2017-2026 CIP - BOMA Selections - Weighted

(Facilities, Parks & Recreation, and Transportation Projects)

Project Information						Weighted Votes (X of 18)	Cumulative Total	Counter
ID	Name	Category	Status	Star Ranking	Estimated Cost			
ST16007	East McEwen Drive Improvements - Phase 4	Transportation	Active	4	\$ 26,428,800.00	15	\$ 26,428,800.00	1
ST16037	Sidewalk Gaps	Transportation	Pending	4	\$ 1,250,000.00	10	\$ 27,678,800.00	2
FD16001	Fire Station 7 (Goose Creek Area)	Facilities	Active	4	\$ 4,330,000.00	9	\$ 32,008,800.00	3
PK16014	East/Southeast Multipurpose Park	Parks & Recreation	Pending	4	\$ 13,200,000.00	8	\$ 45,208,800.00	4
ST16002	Goose Creek Interchange Lighting	Transportation	Pending	3	\$ 870,000.00	7	\$ 46,078,800.00	5
ST16009	Franklin Road Improvements & Streetscape	Transportation	Active	4	\$ 14,340,000.00	7	\$ 60,418,800.00	6
PK16018	Eastern Flank Circle (Loop Road) Repair	Parks & Recreation	Pending	4	\$ 130,000.00	6	\$ 60,548,800.00	7
ST16030	Sidewalk Lewisburg Ave	Transportation	Pending	4	\$ 580,000.00	6	\$ 61,128,800.00	8
FM16001	New City Hall	Facilities	Active	4	\$ 24,100,000.00	5	\$ 85,228,800.00	9
ST16014	Franklin Rd & Mallory Station Rd Int. Improv.	Transportation	Pending	3	\$ 3,920,000.00	5	\$ 89,148,800.00	10
PK16002	Main Barn Restoration (Harlinsdale)	Parks & Recreation	Pending	4	\$ 698,000.00	4	\$ 89,846,800.00	11
PK16008	Jim Warren Park Renovations	Parks & Recreation	Pending	3	\$ 2,885,000.00	4	\$ 92,731,800.00	12
PK16009	Liberty Park Improvements	Parks & Recreation	Pending	1	\$ 557,000.00	4	\$ 93,288,800.00	13
PK16010	Splash Pad	Parks & Recreation	Pending	1	\$ 600,000.00	4	\$ 93,888,800.00	14
PK16013	Greenway & Bridge (Harlinsdale to Fulton Greer)	Parks & Recreation	Pending	3	\$ 652,944.00	4	\$ 94,541,744.00	15
PK16020	Bicentennial Park Schematic Design & Construction	Parks & Recreation	Active	4	\$ 1,905,000.00	4	\$ 96,446,744.00	16
ST16008	East McEwen Dr. Right-Turn Bypass Lane	Transportation	Pending	4	\$ 974,400.00	4	\$ 97,421,144.00	17
ST16017	Long Lane/Old Peytonsville Rd Connector at I-65	Transportation	Active	3	\$ 12,790,000.00	4	\$ 110,211,144.00	18
ST16031	Liberty Pike Sidewalk	Transportation	Pending	3	\$ 102,000.00	4	\$ 110,313,144.00	19
ST16038	Major Street Resurfacing	Transportation	Pending	2	\$ 13,800,000.00	4	\$ 124,113,144.00	20
ST16011	Mallory/N Royal Oaks & Liberty Intersection Imp.	Transportation	Pending	3	\$ 4,440,000.00	3	\$ 128,553,144.00	21
TOC16002	ITS Camera at Columbia Ave & Mack Hatcher Pkwy	Transportation	Pending	2	\$ 85,000.00	3	\$ 128,638,144.00	22
PK16001	Hayes Home Restoration (Harlinsdale)	Parks & Recreation	Pending	4	\$ 718,500.00	2	\$ 129,356,644.00	23
PK16004	North Barn Restoration (Harlinsdale)	Parks & Recreation	Pending	2	\$ 689,400.00	2	\$ 130,046,044.00	24
PK16016	Lockwood Glen Park	Parks & Recreation	Pending	2	\$ 210,750.00	2	\$ 130,256,794.00	25
PK16019	Harlinsdale Farm Interurban Trail Connection	Parks & Recreation	Pending	2	\$ 128,000.00	2	\$ 130,384,794.00	26
ST16006	Jordan Road Improvements	Transportation	Active	4	\$ 2,062,000.00	2	\$ 132,446,794.00	27
ST16012	East McEwen Drive Extension - Phase 5	Transportation	Active	1	\$ 12,587,800.00	2	\$ 145,034,594.00	28
ST16015	Carothers Parkway Widening (Falcon Creek to SR-96)	Transportation	Pending	3	\$ 16,676,000.00	2	\$ 161,710,594.00	29
ST16019	N Royal Oaks Blvd (Alexander Plaza to Liberty Pk)	Transportation	Pending	1	\$ 8,688,400.00	2	\$ 170,398,994.00	30
ST16022	Carothers Parkway Widening (Long Lane to Falcon Creek)	Transportation	Pending	3	\$ 9,435,629.00	2	\$ 179,834,623.00	31
ST16028	Clovercroft Road (SR96 to Oxford Glen)	Transportation	Pending	3	\$ 14,458,150.00	2	\$ 194,292,773.00	32
ST16029	Multi-Use Trail S Royal Oaks	Transportation	Pending	1	\$ 810,000.00	2	\$ 195,102,773.00	33
TOC16001	Carothers Parkway (South) ITS Extension	Transportation	Pending	4	\$ 1,375,000.00	2	\$ 196,477,773.00	34

FY 2017-2026 CIP - BOMA Selections - Weighted

(Facilities, Parks & Recreation, and Transportation Projects)

Project Information						Weighted Votes (X of 18)	Cumulative Total	Counter
ID	Name	Category	Status	Star Ranking	Estimated Cost			
TOC16003	ITS Camera at Franklin Rd & Mallory Station Rd	Transportation	Pending	2	\$ 85,000.00	2	\$ 196,562,773.00	35
PK16005	Harlinsdale Visitor Center & Museum	Parks & Recreation	Pending	2	\$ 3,100,760.00	1	\$ 199,663,533.00	36
PK16006	Worker House I & II (Harlinsdale)	Parks & Recreation	Pending	2	\$ 342,000.00	1	\$ 200,005,533.00	37
PK16012	Greenway (Pinkerton to Bicentennial)	Parks & Recreation	Pending	3	\$ 5,710,126.00	1	\$ 205,715,659.00	38
ST16004	Carothers Parkway Extension	Transportation	Pending	1	\$ 5,172,000.00	1	\$ 210,887,659.00	39
ST16013	Aspen Grove Dr & Seaboard Ln Intersection Improv.	Transportation	Active	2	\$ 1,708,000.00	1	\$ 212,595,659.00	40
ST16016	Lewisburg Pike Imp. (Donelson Crk Pkwy to SR-397)	Transportation	Pending	3	\$ 12,720,000.00	1	\$ 225,315,659.00	41
ST16018	S. Margin Infrastructure Upgrades (1st to Columbia)	Transportation	Pending	4	\$ 7,393,680.00	1	\$ 232,709,339.00	42
ST16024	Multi-Use Trail Mack Hatcher (Franklin to Hillsboro)	Transportation	Pending	3	\$ 2,295,000.00	1	\$ 235,004,339.00	43
ST16025	Multi-Use Trail Oxford Glen Dr (Dalily to McEwen)	Transportation	Pending	3	\$ 870,000.00	1	\$ 235,874,339.00	44
ST16026	Multi-Use Trail Forrest Crossing Blvd	Transportation	Pending	3	\$ 375,000.00	1	\$ 236,249,339.00	45
ST16027	Boyd Mill Ave (Downs to SR96W)	Transportation	Pending	2	\$ 7,421,542.00	1	\$ 243,670,881.00	46
ST16032	West Main Street (Natchez St to Downs Blvd)	Transportation	Pending	4	\$ 8,752,750.00	1	\$ 252,423,631.00	47
ST16034	Jordan Road (McEwen - Liberty)	Transportation	Pending	1	\$ 2,400,000.00	1	\$ 254,823,631.00	48
ST16036	Hillsboro Road Temporary Sidewalk	Transportation	Pending	1	\$ 550,000.00	1	\$ 255,373,631.00	49
TOC16007	Lewisburg Pike ITS Extension	Transportation	Pending	1	\$ 150,000.00	1	\$ 255,523,631.00	50
PK16003	Maintenance Building Restoration (Harlinsdale)	Parks & Recreation	Pending	1	\$ 549,000.00	0		
PK16007	North Pavilion & Restroom Facility (Harlinsdale)	Parks & Recreation	Pending	1	\$ 292,500.00	0		
PK16011	Greenway (Aspen Grove to Mack Hatcher)	Parks & Recreation	Pending	3	\$ 907,255.00	0		
PK16017	Greenway (Lewisburg to I-65/Harpeth River)	Parks & Recreation	Pending	1	\$ 3,300,000.00	0		
ST16001	Carlisle Lane Improvements	Transportation	Pending	1	\$ 4,186,000.00	0		
ST16003	Peytonsville Road Extension	Transportation	Pending	1	\$ 16,812,000.00	0		
ST16005	Peytonsville Rd & Pratt Ln Intersection Improv.	Transportation	Pending	1	\$ 5,016,000.00	0		
ST16010	Beta Drive Extension	Transportation	Pending	1	\$ 4,306,000.00	0		
ST16020	Multi-Use Trail SR-96W (Vera Valley Dr to 9th Ave)	Transportation	Pending	2	\$ 1,913,867.00	0		
ST16021	Multi-Use Trail (Mack Hatcher Pkwy to EFBP)	Transportation	Pending	1	\$ 1,987,451.00	0		
ST16023	Multi-Use Trail 1st Ave (South Margin to Bridge)	Transportation	Pending	1	\$ 1,470,000.00	0		
ST16033	Carters Creek Pk (Old Carters Creek - Downs Blvd)	Transportation	Pending	2	\$ 23,287,500.00	0		
ST16035	Columbia Ave (Downs Blvd to Fowlkes St)	Transportation	Pending	2	\$ 17,900,000.00	0		
TOC16004	Hillsboro Road ITS Extension	Transportation	Pending	3	\$ 700,000.00	0		
TOC16005	Highway 96 West ITS Extension - Phase 1	Transportation	Pending	1	\$ 285,000.00	0		
TOC16006	Highway 96 West ITS Extension - Phase 2	Transportation	Pending	1	\$ 310,000.00	0		