



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, June 9, 2015

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [15-0488](#) Consideration of Liquor License Renewal for Wine and Liquor Depot, (owned jointly by the managing agents, Sarah McCormick and Harold McCormick) 327 Independence Square, Franklin, TN 37064 (06/09/15 ws).

Sponsors: Lanaii Benne
Attachments: [2015 Certificate McCormicks.doc](#)
2. [15-0489](#) Consideration of Liquor License Renewal for Harpeth Liquors, (Satish Kumar Patel, Managing Agent) 1203 Murfreesboro Road, Suite 503, Franklin, TN 37064 (06/09/15 ws).

Sponsors: Lanaii Benne
Attachments: [2015 Patel, Satish Certificate.doc](#)
3. [15-0490](#) Consideration of Liquor License Renewal for Westside Wine and Spirits, (Wesley Alexander, Managing Agent) 188 Front Street, Suite 108, Franklin, TN 37064 (06/09/15 ws).

Sponsors: Lanaii Benne
Attachments: [2015 Certificate Wesley Alexander .doc](#)
4. [15-0238](#) Consideration of Resolution 2015-19 "A Resolution to Approve an Alignment Study for Carlisle Lane and Del Rio Pike" (06/09/15 WS)

Sponsors: Paul Holzen
Attachments: [RES 2015-19 MTP Modifications Carlisle Ln and Del Rio Pike.doc](#)
[Res 2015-19 Alignment Study Carlisle Lane Attachment A.pdf](#)

Legislative History
3/4/15 Capital Investment referred to the Work Session
Committee

5. [15-0484](#) Consideration of Request for Water and Sanitary Sewer Availability Approval for Oak Valley Baptist Church at 1161 Lewisburg Pike (Map 089, Parcel 22) (05/28/15 CIC 4-0 With Recommendation To Approve Water Availability, But To Deny Sewer)

Sponsors: Paul Holzen

Attachments: [1161 Lewisburg Pk Sewer Availability Exhibit.pdf](#)

Legislative History

5/28/15 Capital Investment referred to the Work Session
Committee

6. [15-0449](#) Presentation and Consideration of the Pre-Selection Process for the Solar Drying Equipment for the Water Reclamation Facility Modifications and Upgrades Project.

Sponsors: David Parker and Mark Hilty

Attachments: [2015 06 07 Draft Solar Dryer Presentation for BOMA.pdf](#)

7. [15-0527](#) Presentation on the Design of the Water Treatment Plant Modifications Project

Sponsors: David Parker and Mark Hilty

Attachments: [07 BOMA Workshop 6 9 15 Presentation.pdf](#)

8. [15-0494](#) Consideration Of Ordinance 2015-09, To Be Entitled, "An Ordinance To Zone +/- 30.11 Acres Into The Height Overlay District (HTO) For The Property Located At The Southeast Corner Of Interstate 65 And McEwen Drive." (05/28/15 FMPC 8-0; 06/09/15 1ST Reading BOMA 7-0; 7/14/15 2nd Reading 8-0) THIRD AND FINAL READING

Sponsors: Ald. Ann Petersen

Attachments: [Ord 2015-09 Franklin Summit HTO rezoning - Copy](#)

[5834 Franklin Summit Rezoning MAP](#)

[HTO map](#)

[Franklin Summit HTO Rezoning PLANS](#)

Legislative History

5/28/15 Franklin Municipal Planning recommended favorably to the Board of
Commission Alderman and to the Work Session

9. [15-0495](#) Consideration Of Ordinance 2015-10, To Be Entitled “An Ordinance To Rezone +/- 0.85 Acres From Detached Residential 3 (R3) District To Specific Development-Residential (SD-R 4.71) District For The Property Located At 1365 And 1367 Columbia Avenue.” (05/28/15 FMPC 8-0; 06/09/15 1ST Reading BOMA 7-0, 7/14/15 2nd Reading 8-0) THIRD AND FINAL READING
- Sponsors:** Ald. Ann Petersen
- Attachments:** [Ord 2015-10 Gist Street PUD Subd rezoning](#)
[5835 Gist Street Rezoning MAP](#)
[Gist Rezoning Request PLANS](#)
- Legislative History**
- | | | |
|---------|--|--|
| 5/28/15 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
|---------|--|--|
10. [15-0496](#) PUBLIC HEARING: Consideration of Resolution 2015-30, To Be Entitled, “A Resolution Approving A Development Plan For The Gist Street PUD Subdivision, Located At 1365 And 1367 Columbia Avenue, By The City Of Franklin, Tennessee.”; (05/28/15 FMPC 8-0; 06/09/15 WS)
- Sponsors:** Ald. Ann Petersen
- Attachments:** [Res 2015-30 Gist Street PUD Subd DP Resolution](#)
[5836 Gist Street DP MAP](#)
[Conditions of Approval 5836](#)
[Gist Street PUD Dev Plan SITE LAYOUT](#)
[Gist Street PUD Dev Plan FULL SET PLANS](#)
- Legislative History**
- | | | |
|---------|--|--|
| 5/28/15 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
|---------|--|--|
11. [15-0497](#) Consideration Of Ordinance 2015-11, To Be Entitled, “An Ordinance To Rezone +/- 22.55 Acres From Specific Development-Variety (SD-X) District To Attached Residential 20 (RM20) District For The Property Located At 1222 Liberty Pike.” (05/28/15 FMPC 8-0; 06/09/15 1ST Reading BOMA 7-0, 7/14/15 2nd Reading 8-0) THIRD AND FINAL READING
- Sponsors:** Ald. Ann Petersen
- Attachments:** [Ord 2015-11 Standard at Cool Springs rezoning](#)
[5839 The Standard Rezoning MAP](#)
[Rezoning Request Set PLANS Set](#)
- Legislative History**
- | | | |
|---------|--|--|
| 5/28/15 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
|---------|--|--|

12. [15-0526](#) Consideration of DRAFT Contract 2015-0136, an Agreement with Forest Investment Associates for Management of Pension Funds (06/09/15 WS)

Sponsors: Russ Truell

Attachments: [FIA Timber Growth and Value Partners, L.P. - Subscription Agreement](#)

13. [15-0529](#) Authorization To Fund Contractual Services For Consulting Services, Project Management, And System Testing For The County-Wide Radio System Project (Phase I) (06/09/15 WS)

Sponsors: Eric Stuckey

Attachments: [WCJCNA Phase II and III Approach Rev 2](#)

[WCJCNA Rate Schedule and Fee Proposal 24_Apr_2015 Rev 1 CAC](#)

14. [15-0536](#) Consideration of Change to Ordinance 2015-15, an Ordinance to Amend the Fiscal Year 2014-2015 Budget

Sponsors: Eric Stuckey and Mike Lowe

Attachments: [2015 4th Qtr Budget Amendment Update Memo](#)

15. [14-545](#) Consideration of Ordinance 2014-28 Amending Table 3-2 of the Zoning Ordinance: Permitted Uses and Chapter 8 Definitions, to Allow Short-Term Vacation Rentals in Various Zoning Districts (10/23/14 FMPC 7-0: 4-14-15 BOMA 1st Reading 8-0; 5-26-15 BOMA 2ND Reading 7-0); THIRD AND FINAL READING

Sponsors: Vernon Gerth and Chris Bridgewater

Attachments: [2014-28 FMPC 10-23-14](#)

[2014.09.20 transient rental cabin information memo-rev 1](#)

[Metro Ordinance - STVR Vacation Rentals 04-2015.docx](#)

Legislative History

10/23/14	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
11/11/14	Work Session	referred to the Work Session
11/11/14	Board of Mayor & Aldermen	referred as an Old Business Item to the Board of Mayor & Aldermen
11/25/14	Work Session	deferred
11/25/14	Board of Mayor & Aldermen	referred to the Board of Mayor & Aldermen
3/10/15	Work Session	referred to the Work Session
3/24/15	Work Session	referred to the Work Session
3/24/15	Board of Mayor & Aldermen	referred as an Old Business Item to the Board of Mayor & Aldermen
4/28/15	Board of Mayor & Aldermen	referred as a Public Hearing Item to the Board of Mayor & Aldermen
5/26/15	Board of Mayor & Aldermen	referred to the Board of Mayor & Aldermen

16. [15-0352](#) Consideration of Ordinance 2015-06 An Ordinance to Create Title 13, Chapter 2 of the Franklin Municipal Code Establishing Regulations for Short Term Vacation Rentals. (Continued from 4/14/15 WS & BOMA, 4/28/15 1st Reading - BOMA 8-0; 2nd Reading Deferred 05-26-15)
SECOND AND FINAL READING

Sponsors: Chris Bridgewater

Attachments: [ORD 2015-06 Establish Regulations for Short Term Vacation Rentals v2 REVIS](#)
[2015-06 STVR.docx](#)
[14-545 STVR State Fire Marshals letter.pdf](#)
[14-545 STVR FMPC info 10-23-14.docx](#)
[Metro Ordinance - STVR Vacation Rentals 04-2015.docx](#)

Legislative History

4/14/15	Work Session	acknowledged
4/14/15	Board of Mayor & Aldermen	referred to the Board of Mayor & Aldermen
4/28/15	Board of Mayor & Aldermen	referred to the Board of Mayor & Aldermen
5/26/15	Board of Mayor & Aldermen	referred to the Board of Mayor & Aldermen

17. [15-0478](#) Discussion And Consideration Of A Request By Alderman Pearl Bransford Regarding Additional Funding Of The Housing Reserve.

Sponsors: Ald. Pearl Bransford

Legislative History

5/14/15	Budget & Finance Committee	referred to the Work Session
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Other Business

Adjournment

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



HISTORIC
FRANKLIN
TENNESSEE

RETAILER'S CERTIFICATE

Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning applicant in the name of Wine and Liquor Depot, LLC, owned jointly by the managing agent, Sarah McCormick and Harold McCormick, who has made application for a retailer's license to handle alcoholic beverages at 327 Independence Square, which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner who is to be in actual charge of the business has not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, 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 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 June, 2015.

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 applicant Harpeth Liquors, Inc. (Satish Kumar Patel), who has made application for a retailer's license to handle alcoholic beverages at 1203 Murfreesboro Road, Suite 503, which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner who is to be in actual charge of the business has not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, 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 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 June, 2015.

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 (Wesley Alexander), who has made application for a retailer's license to handle alcoholic beverages at Westside Wine and Spirits, 188 Front Street, Suite 108 (Westhaven PUD), which is within the corporate limits of the City of Franklin, Williamson County, Tennessee:

1. The owner who are to be in actual charge of the business have not been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten (10) years immediately preceding the date of application, and 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 23rd day of June, 2015

DR. KEN MOORE
Mayor

RESOLUTION 2015-19

**A RESOLUTION TO APPROVE AN ALIGNMENT STUDY FOR CARLISLE
LANE AND DEL RIO PIKE**

WHEREAS, the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee adopted the 2010 Major Thoroughfare Plan on September 23, 2010; and

WHEREAS, the 2010 Major Thoroughfare Plan establishes recommendations for roadway improvements, recommends a priority ranking for their implementation, and established roadway classifications; and

WHEREAS, the 2010 Major Thoroughfare Plan project number 66 recommends improvements on Carlisle Lane to Del Rio Pike as a long term priority; and

WHEREAS, the BOMA desires to approve an alignment study for Carlisle Lane and Del Rio Pike as shown on Attachment A; and

WHEREAS, a public meeting was held on April 9, 2015 to obtain public input from all impacted property owners; and

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that alignment Option D, as shown on Attachment A, be approved with future consideration for a roundabout at the intersection of Carlisle Lane and Del Rio Pike.

IT IS SO RESOLVED AND DONE on this _____ day of _____ 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By:_____

ERIC S. STUCKEY
City Administrator

By:_____

DR. KEN MOORE
Mayor

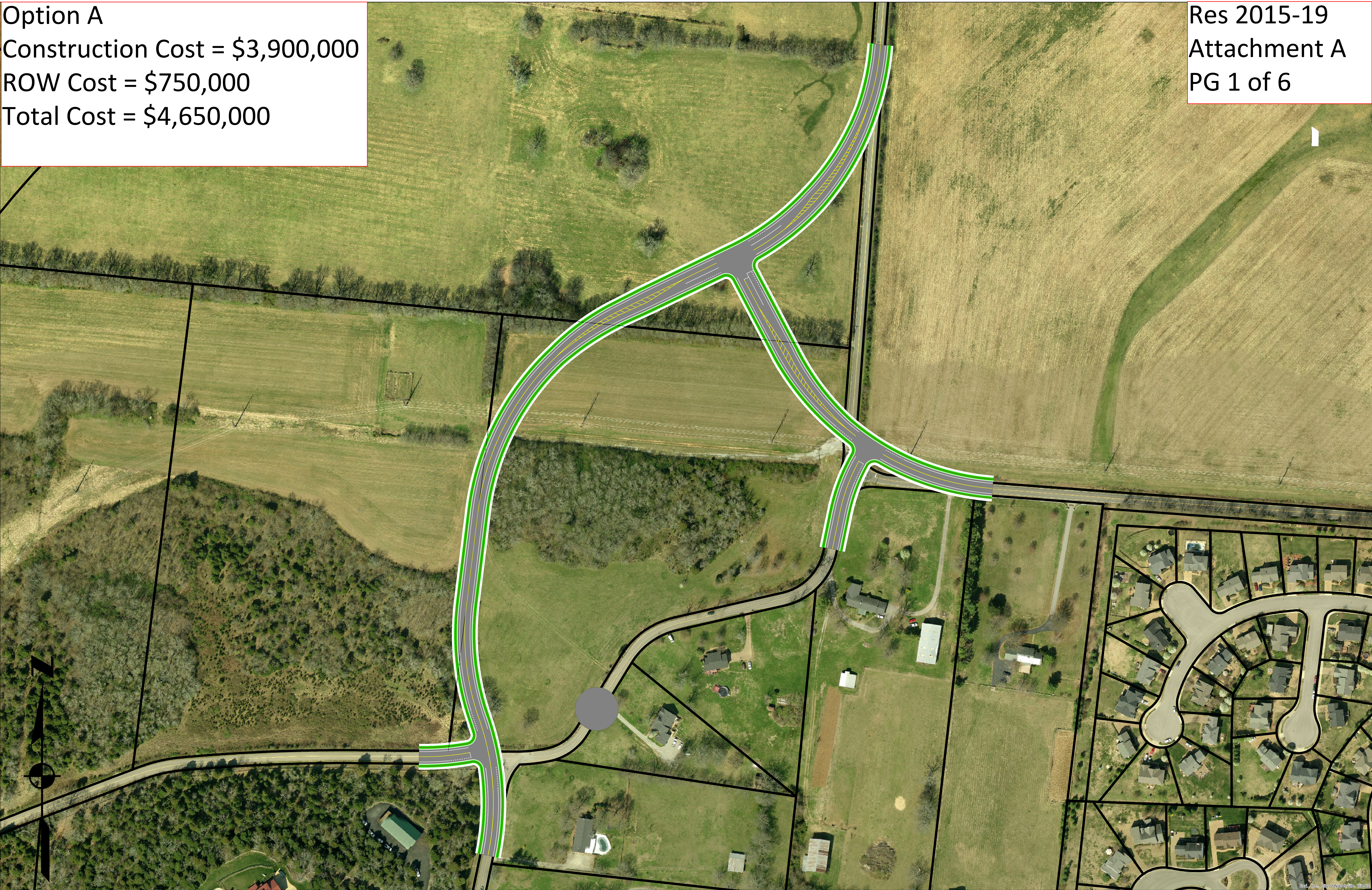
Approved as to Form

By: _____

Shauna R. Billingsley
City Attorney

Option A
Construction Cost = \$3,900,000
ROW Cost = \$750,000
Total Cost = \$4,650,000

Res 2015-19
Attachment A
PG 1 of 6



Option B
Construction Cost = \$1,900,000
ROW Cost = \$250,000
Total Cost = \$2,150,000

Res 2015-19
Attachment A
PG 2 of 6



Option C
Construction Cost = \$1,900,000
ROW Cost = \$250,000
Total Cost = \$2,150,000

Res 2015-19
Attachment A
PG 3 of 6



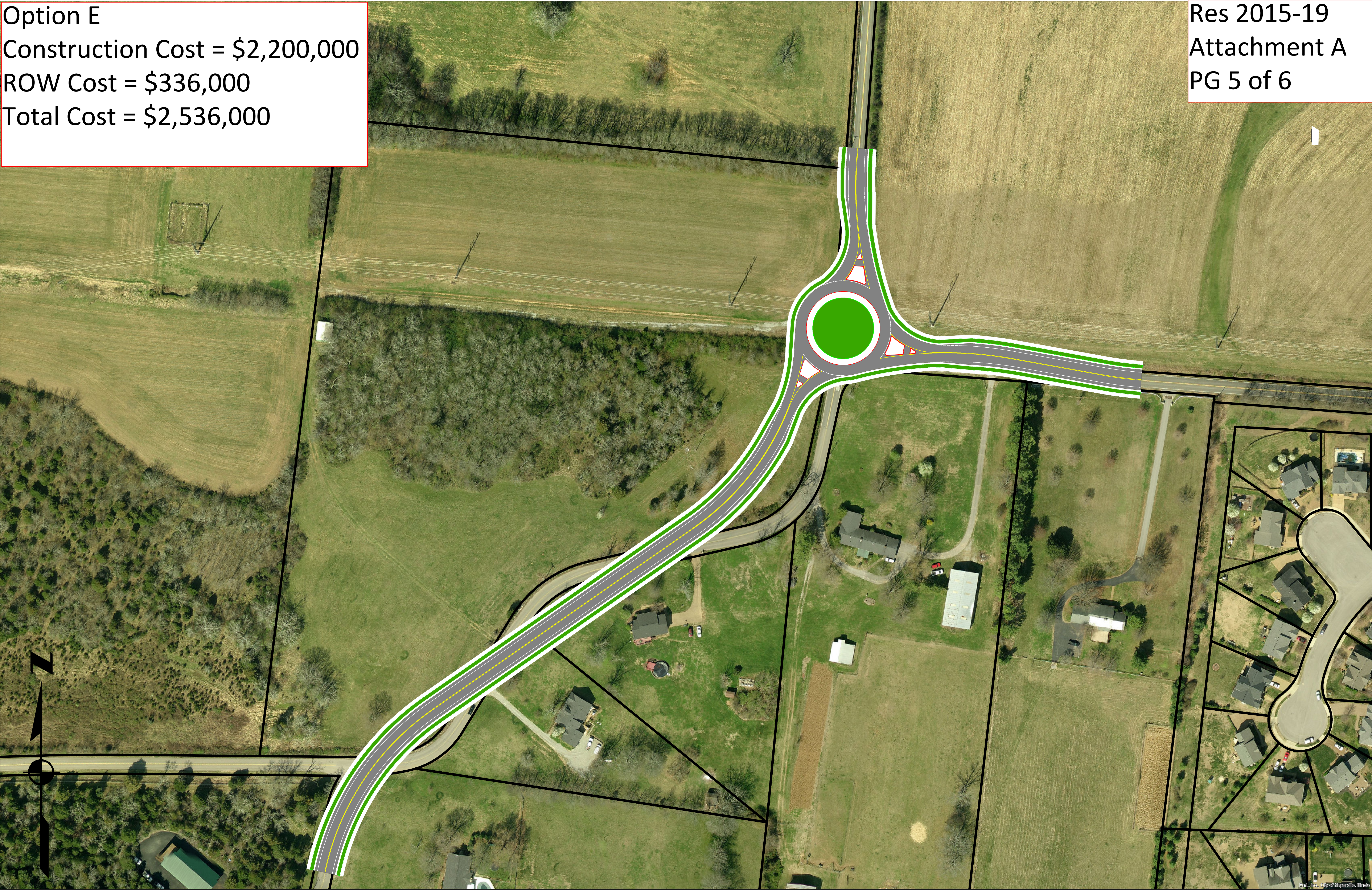
Option D
Construction Cost = \$1,900,000
ROW Cost = \$250,000
Total Cost = \$2,150,000

Res 2015-19
Attachment A
PG 4 of 6



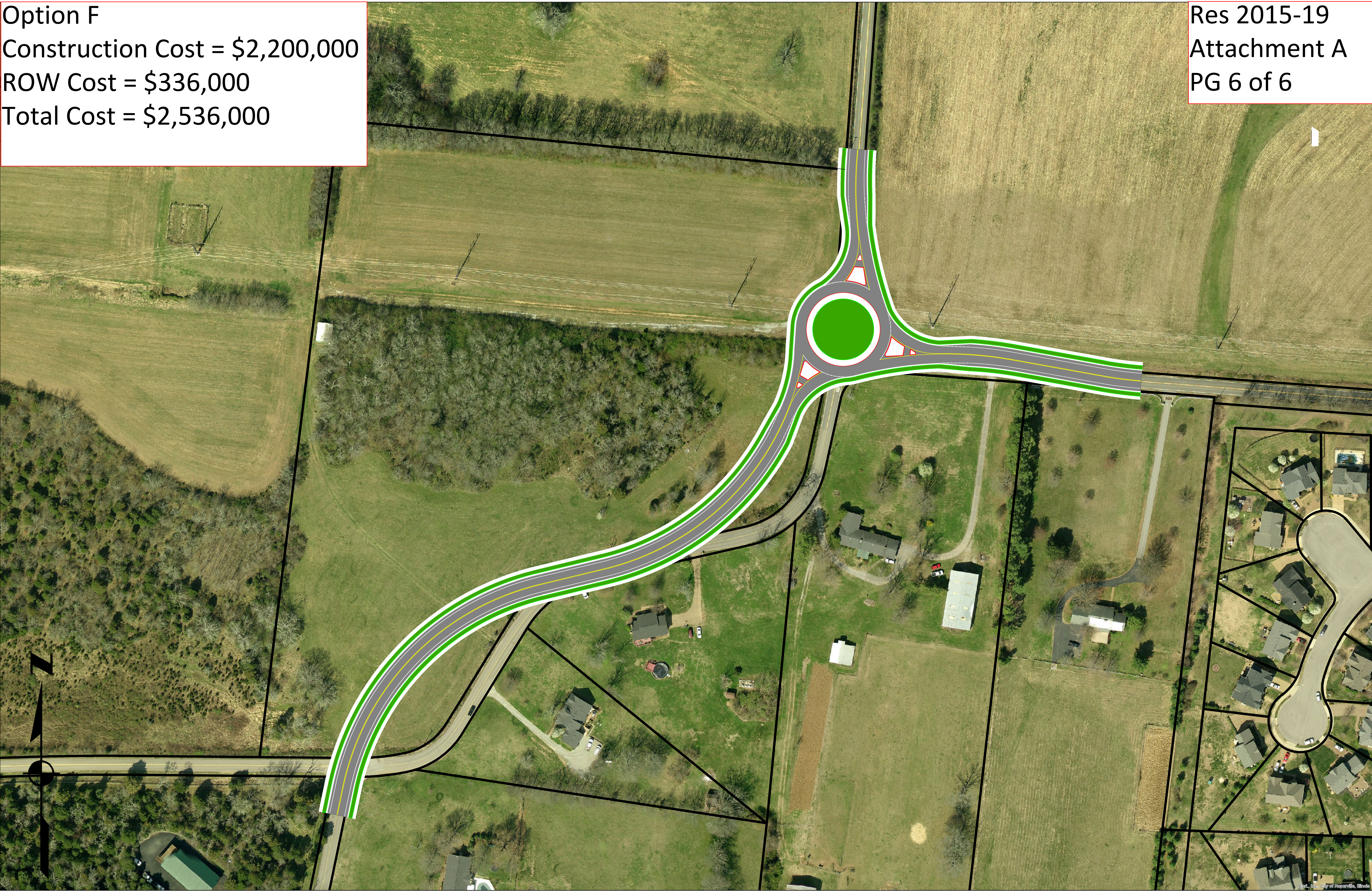
Option E
Construction Cost = \$2,200,000
ROW Cost = \$336,000
Total Cost = \$2,536,000

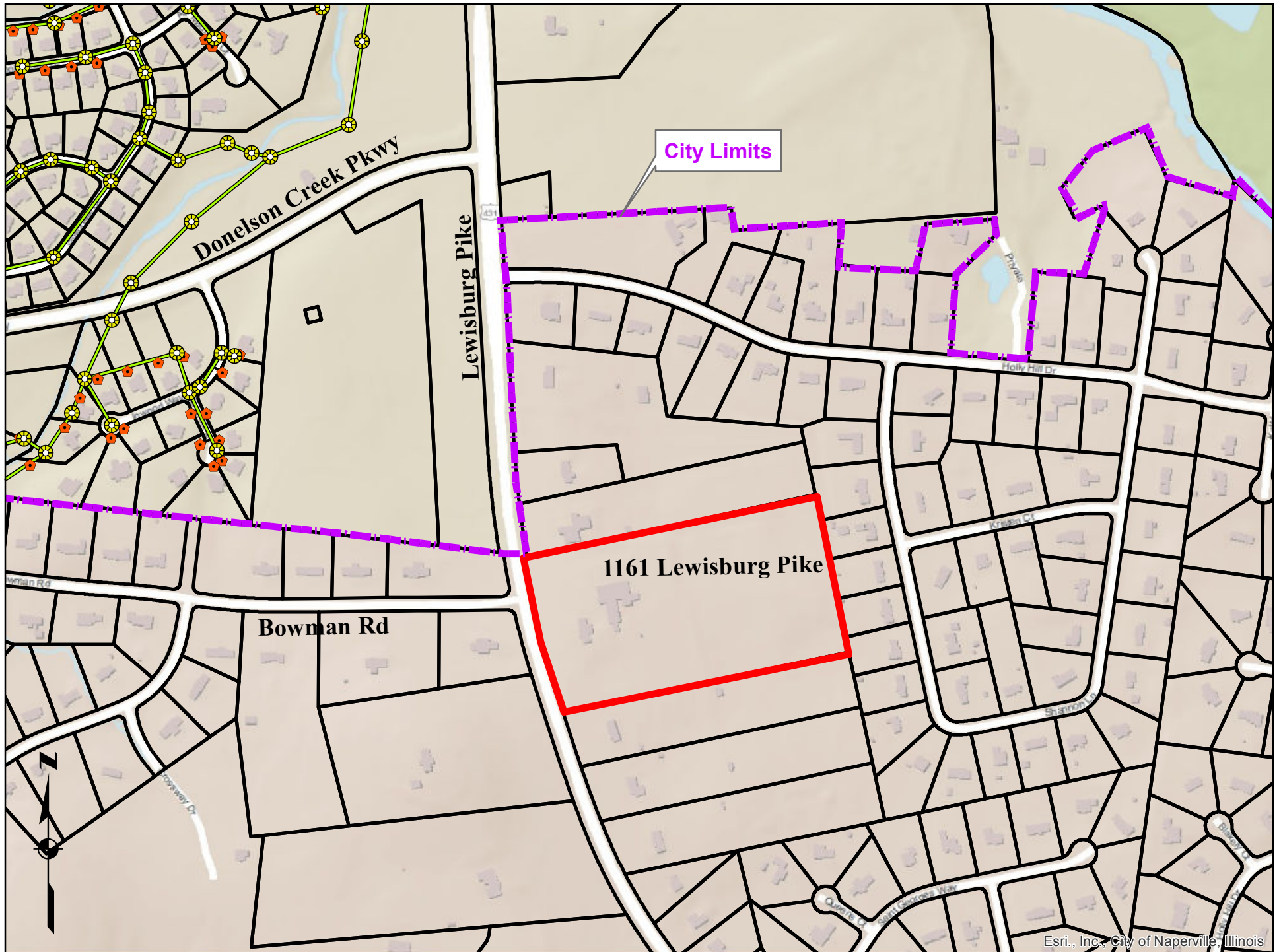
Res 2015-19
Attachment A
PG 5 of 6



Option F
Construction Cost = \$2,200,000
ROW Cost = \$336,000
Total Cost = \$2,536,000

Res 2015-19
Attachment A
PG 6 of 6







Type of Availability Requested:		CHECK ALL THAT APPLY: ☒ Water ☒ Sewer	
Project Name (If Applicable)		Oak Valley Baptist Church - Addition	
Subdivision, Section, Lot			
Map & Parcel(s) #		Tax Map 89, Parcel 22.00 - ROWC	
Property Address		1161 Lewisburg Pike, Franklin, TN 37064	
City Project # (If Applicable)			
Applicant's Name & Company		WES Engineers & Surveyors (Gerald Vick)	
Applicant's Address		2486 Nashville Hwy, Columbia, TN 38401	
Applicant's Email & Phone #		geraldv@webbengineering.com - 931-388-2329	
Anticipated Water Meter Size(s) (see chart on pg. 3).		3" Water	
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet –pg.4 Based on City of Franklin projected flow examples: Church - 7gpd / seat X 280 seats = 1960 gpd X 2 days = 3,920 gpd <i>use additional sheets as necessary</i>			
Anticipated sewage flows. Information Required for Sewer Service			
FOR OFFICE USE ONLY:	SFUE:	Sewage Flow Calculations Reviewed & Approved By:	

Date Submitted:

Franklin WRF Project Update

Solar Sludge Drying System Preselection



Presented to Board of
Mayor and Aldermen

June 9, 2015



**CDM
Smith®**

Franklin WRF Project Update

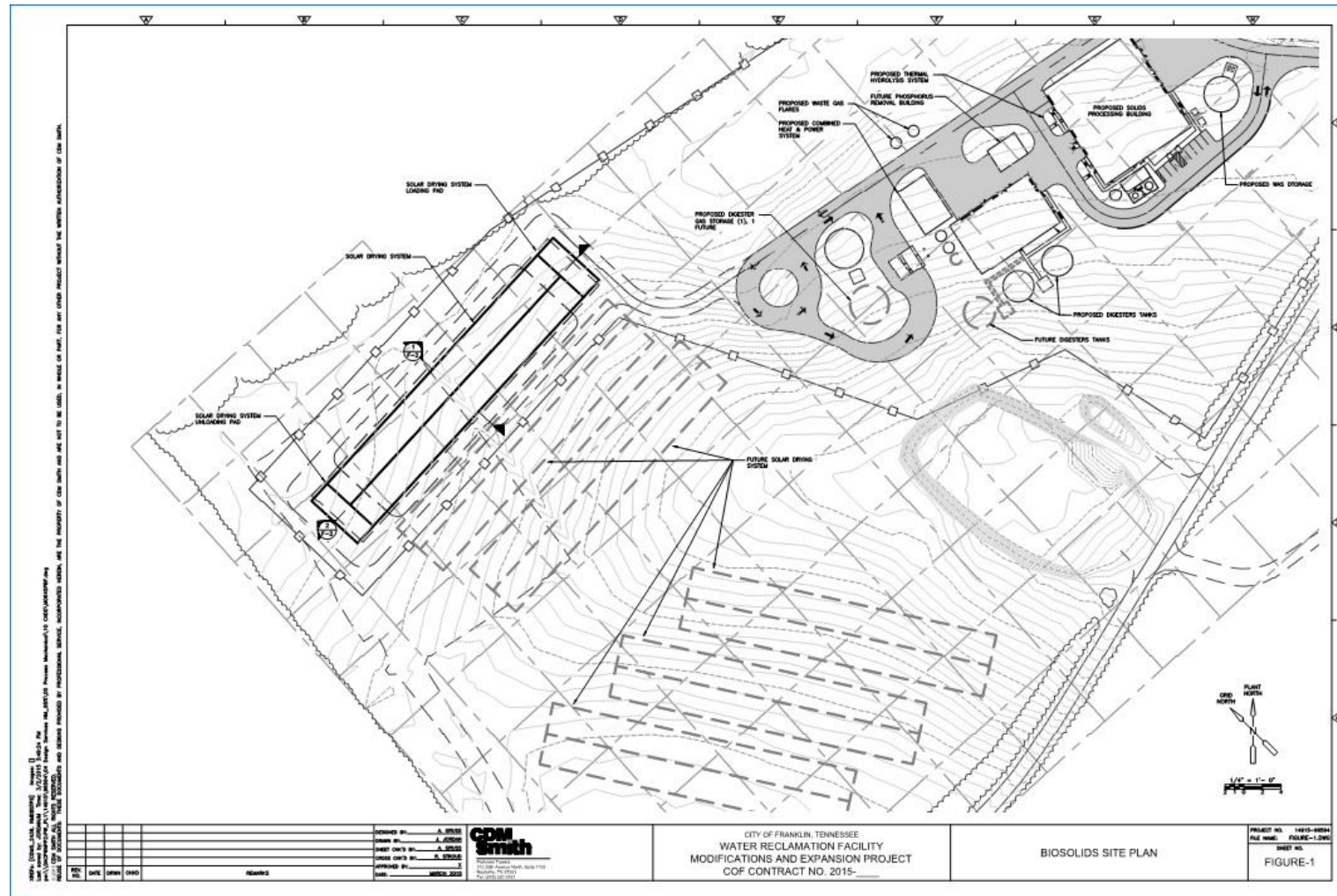
Design Parameters

Solar Sludge Drying System Design Parameters

Type of Sludge	Dewatered, thermally hydrolyzed, anaerobically digested sludge
Sludge Delivered to Solar Dryer, lbs./dry solids/day	7,400 lbs.
Solids Concentration of Sludge to Dryer (minimum)	25 percent
Solids Concentration of Dried Product (annual average)	75 percent

Franklin WRF Project Update

Conceptual Site Plan



Franklin WRF Project Update

Proposals

5 Submittals Received from 4 Vendors

- Infilco Degremont Heliantis™
- Huber Solar Dryer
- Parkson Sludge Manager
- Parkson Thermo System™
- Kruger Solia Flow™

Franklin WRF Project Update

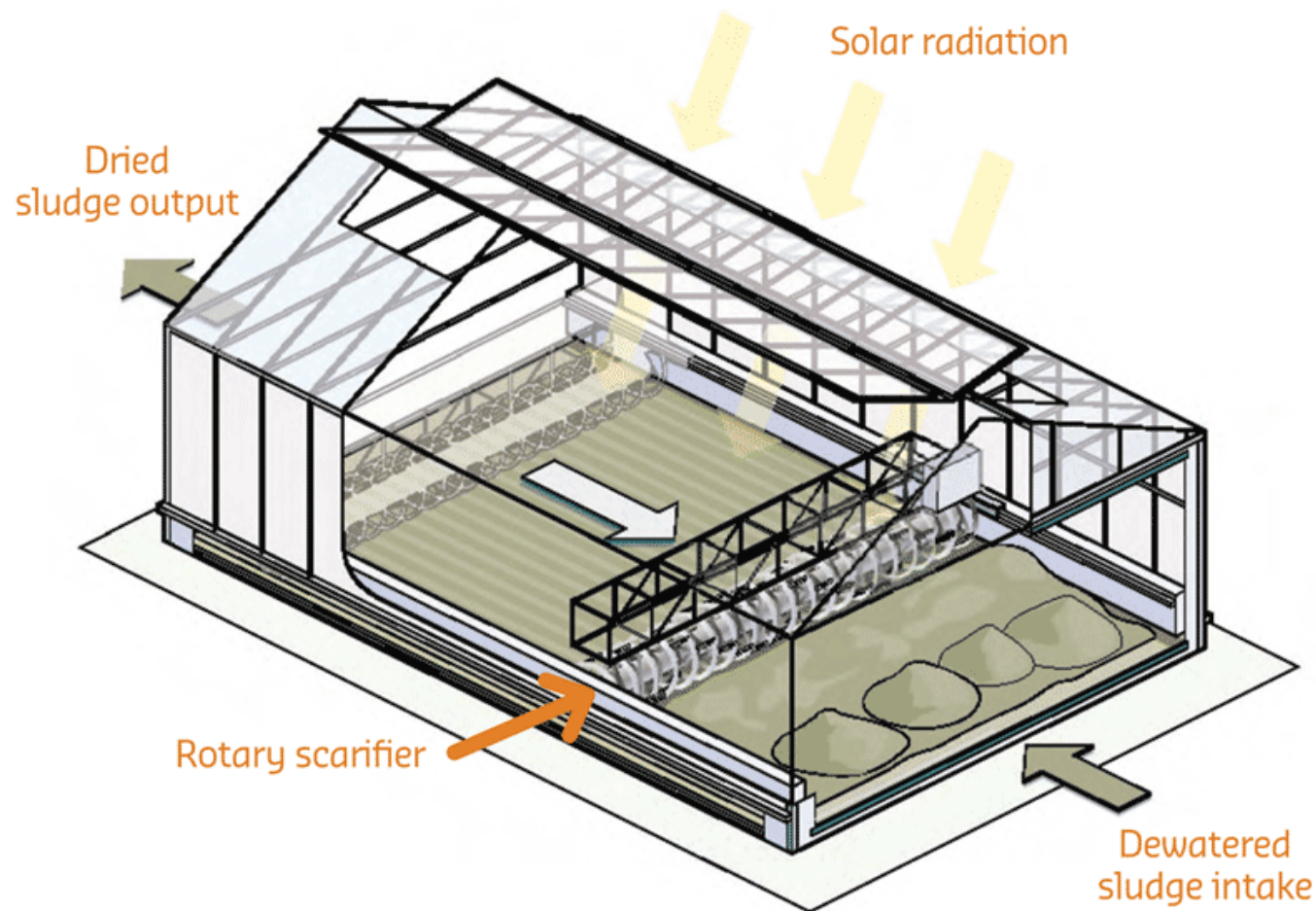
Equipment and Services Costs

Solar Sludge Dryer System Supplier	Footprint of Solar Sludge Drying System (SF)	Summary of Bid Form Items 1 - 4 ³
Infilco Degremont	35,690	\$1,848,450
Huber Solar Dryer ¹	36,540	\$1,525,000
Parkson Sludge Manager	36,432	\$1,556,040
Parkson Thermo System	36,288	\$1,860,350
Kruger Solia Flow ²	66,245	\$5,097,000

1. Huber did not provide 2-Year Warranty Bond and took most exceptions to RFP
2. Kruger system is almost twice the size and cost of the other vendors and was dropped from consideration
3. Vendor assistance with installation varied between vendors, accounting for some of the cost difference

Franklin WRF Project Update

Infilco Degremont Solar Dryer Structure



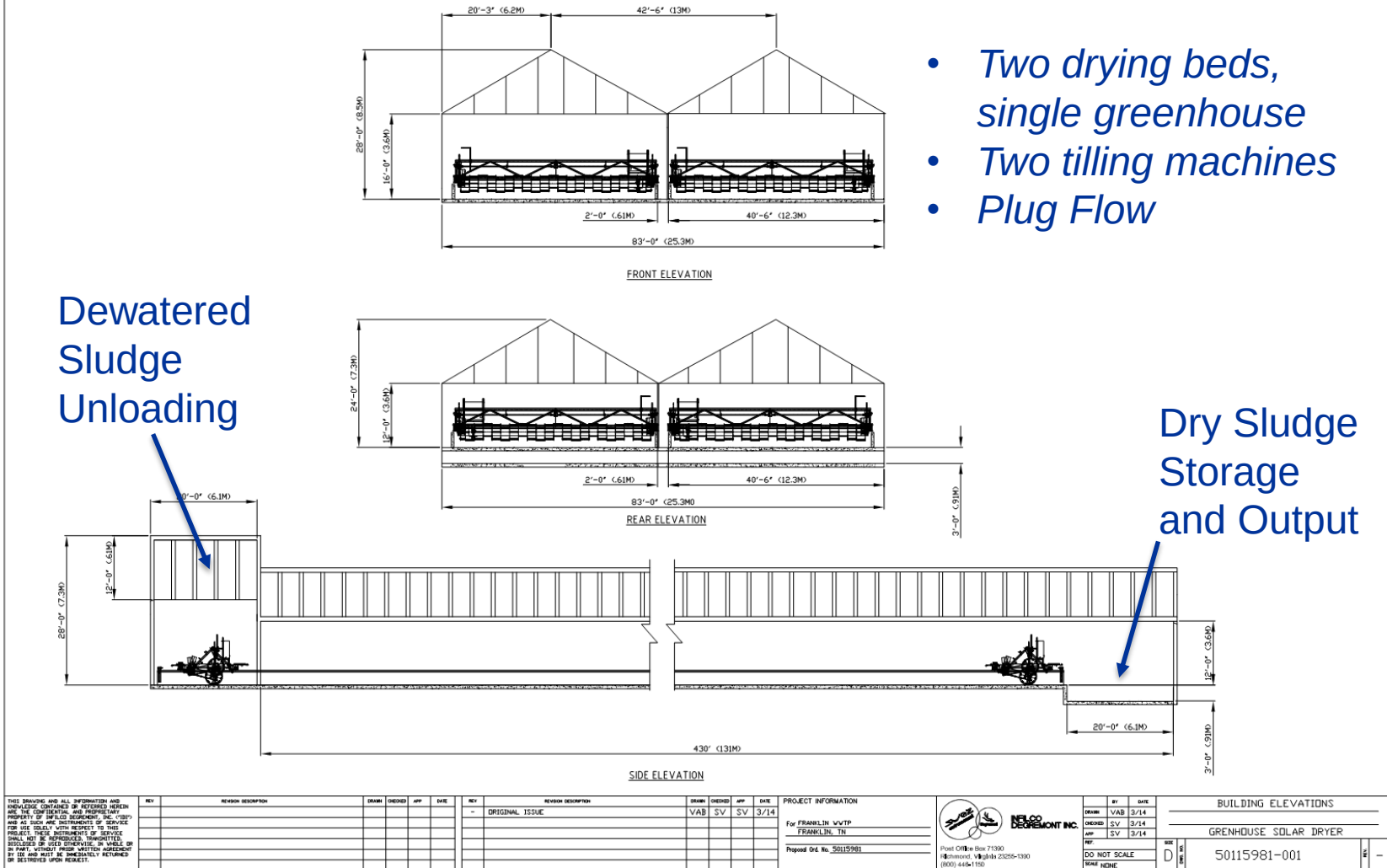
Franklin WRF Project Update

Infilco Degremont System

- Two drying beds, single greenhouse
- Two tilling machines
- Plug Flow

Dewatered Sludge Unloading

Dry Sludge Storage and Output



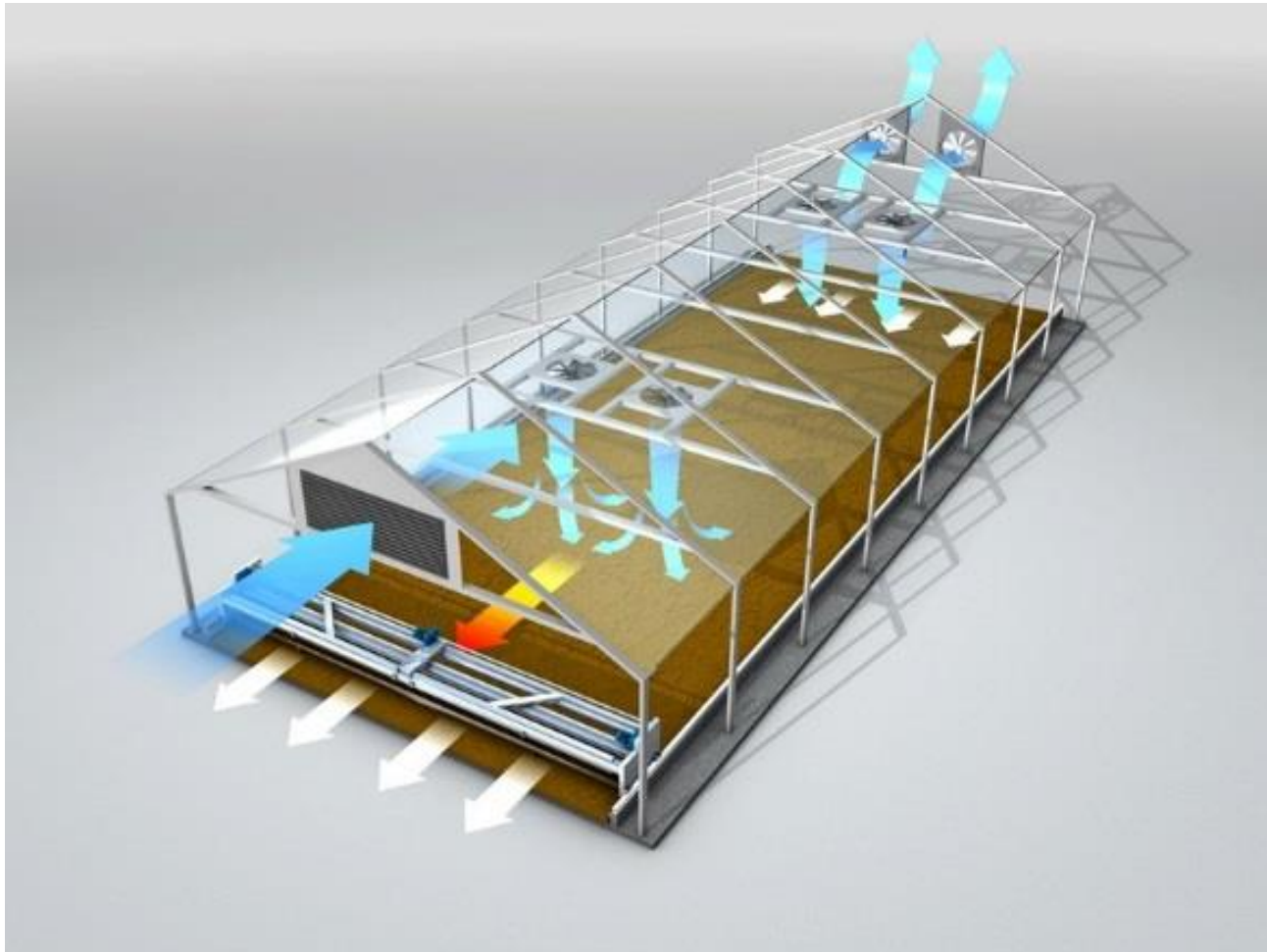
Franklin WRF Project Update

Infilco Degremont Tilling Mechanism



Franklin WRF Project Update

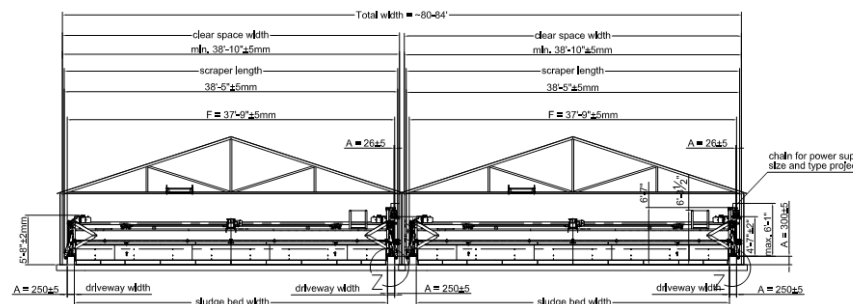
Huber Solar Dryer Structure



Solar Sludge Drying System Preselection



- *Two drying beds,*
single greenhouse
- *Two tilling machines*
- *Plug Flow*



	FRANKLIN, TN		
	Fig No. 2/3	SRT 11	Scale: 3/8" = 1'-0"
	Project No.		Drawing No. TN_FRA_SRT_150427_0.dwg

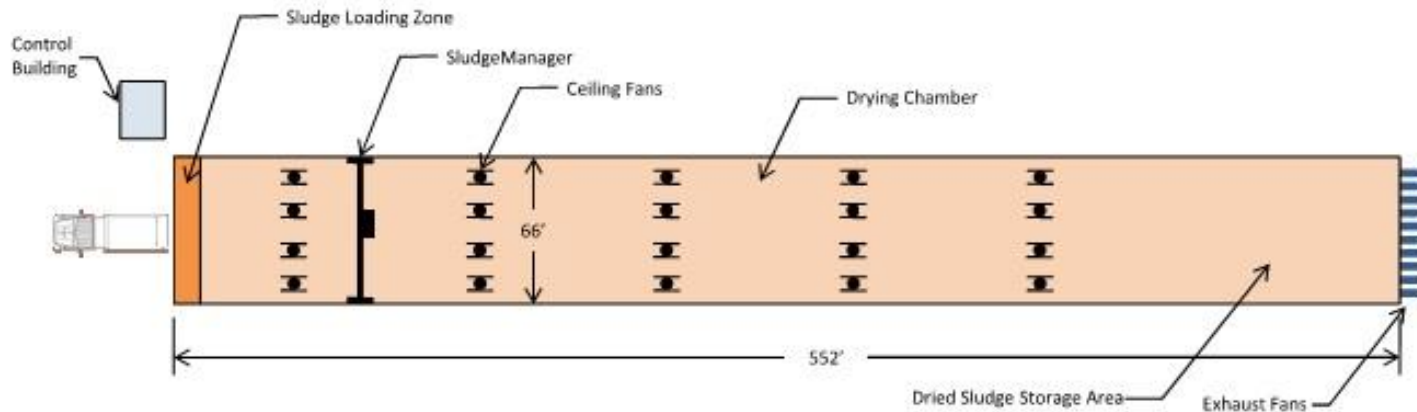
Franklin WRF Project Update

Huber Tilling Mechanism



Franklin WRF Project Update

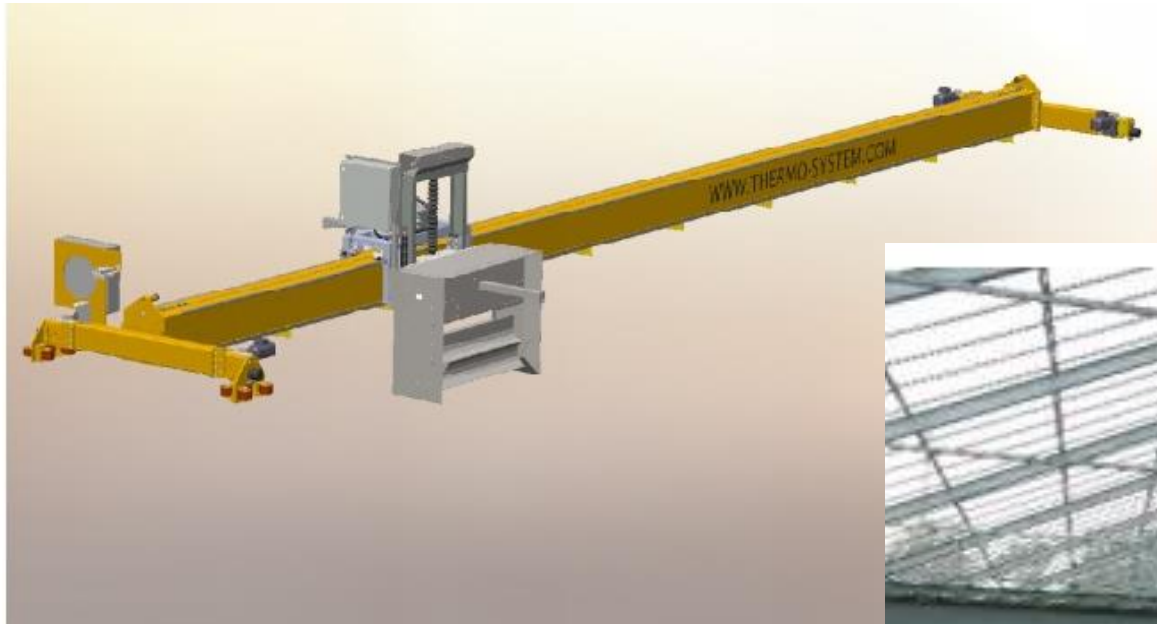
Parkson Sludge Manager



- Single Drying Bed and Greenhouse
- Single Tilling Machine
- Tilling machine moves in two directions
- Plug Flow

Franklin WRF Project Update

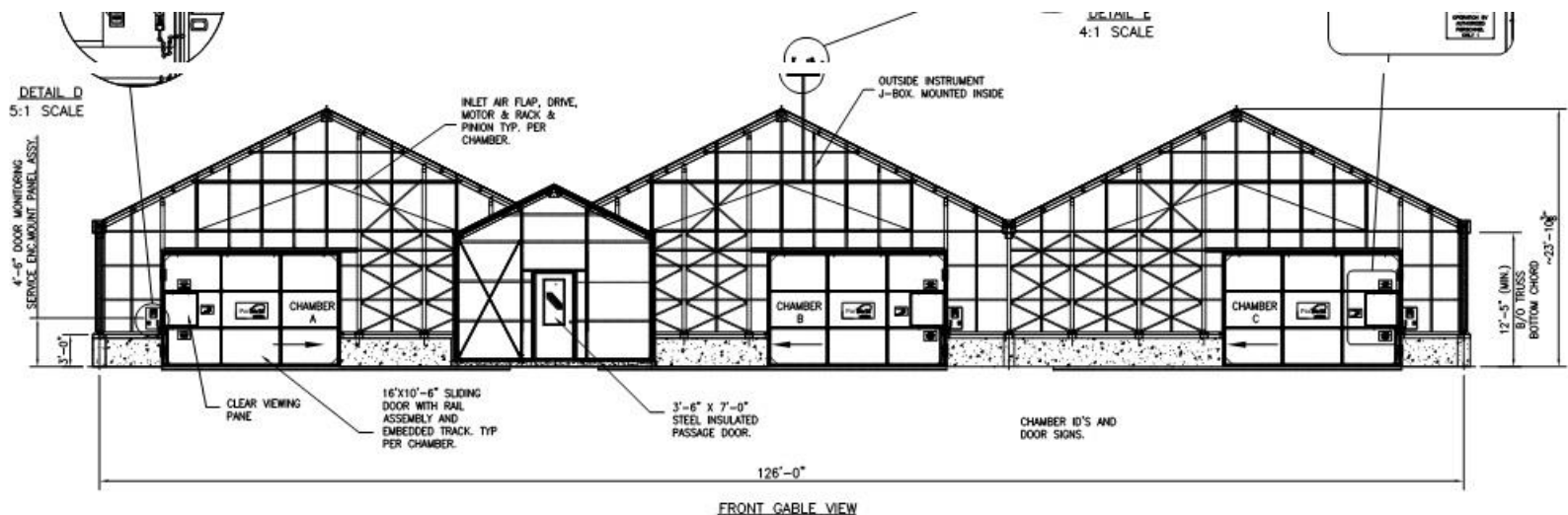
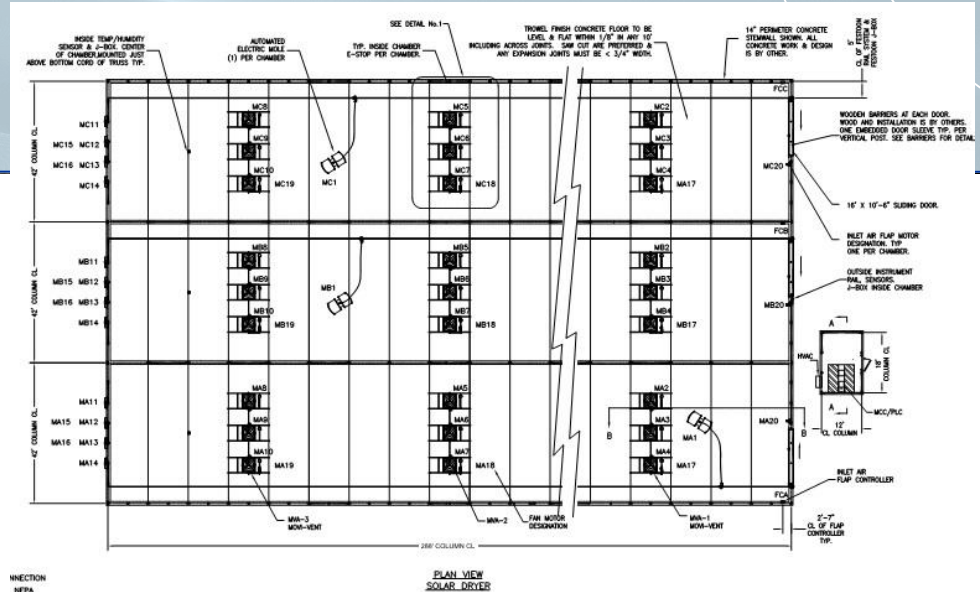
Parkson Sludge Manager



Franklin WRF Project Update

Parkson Thermo System

- Batch System
- Three drying beds, single greenhouse
- Three tilling machines
- Load and unload at same end



SAMPLE
FINAL DESIGN MAY VARY

Franklin WRF Project Update

Parkson Thermo Tilling Mechanism



The Electric Mole

Franklin WRF Project Update

General Comments Regarding Evaluation

- IDI took the fewest exceptions to the RFP
- Huber did not provide the 2-Year Warranty Bond while all other suppliers did
- Huber took the most exceptions to the RFP
- The Parkson Sludge Manager is a single drying bed design and provides no redundancy
- The Parkson Thermo System, while the most predominate in the US, is a batch system while all others are plug flow
- The product samples provided by IDI had the most uniform appearance

Franklin WRF Project Update

Capital Cost Summary

Cost Factor		IDI	Huber	Parkson Sludge Manager	Parkson Thermo System
Base System Cost					
Solar Dryer System		\$897,000	\$1,295,000	\$1,500,890	\$1,805,200
I&C Components and Programming		\$580,000	\$155,000	Included	Included
Electrical Components		\$55,000	\$0	Included	Included
Other Items		\$122,000	\$75,000	\$55,150	\$55,150
Additional Line Item		\$194,450	NA	NA	NA
Additional Items					
Warranty Bond		\$14,000	\$0	\$3,180	\$4,000
Payment and Performance Bonds		\$22,000	\$15,000	\$11,130	\$14,000
Additional Project Requirements					
Concrete Slab (Estimated)		\$354,260	\$363,530	\$361,620	\$435,230
Concrete Walls (Estimated)		\$89,340	\$36,670	\$43,110	\$90,000
Equipment Installation (Estimated)	20%	\$465,610			
	30%		\$582,060		
	35%			\$691,278	\$841,253
Electrical/I&C (Estimated)	Varies	\$307,303	\$302,671	\$346,627	\$843,657
Total Direct Costs		\$3,100,963	\$2,824,931	\$3,012,985	\$4,088,490
Permits	0.5%	\$15,505	\$14,125	\$15,065	\$20,442
Sales Tax	9.5%	\$170,982	\$141,063	\$143,934	\$172,082
Builder's Risk	0.5%	\$9,069	\$8,262	\$8,811	\$11,957
General Liability	1.0%	\$18,138	\$16,523	\$17,623	\$23,914
Bonds & Insurance	1.5%	\$27,206	\$24,785	\$26,434	\$35,870
Subtotal Prior to OH&P		\$3,341,862	\$3,029,687	\$3,224,852	\$4,352,755
General Conditions	10%	\$334,186	\$302,969	\$322,485	\$435,276
Contractor's Overhead & Profit	10%	\$334,186	\$302,969	\$322,485	\$435,276
Subtotal with OH&P		\$4,010,234	\$3,635,625	\$3,869,822	\$5,223,306
Construction Contingency	25%	\$1,002,558	\$908,906	\$967,456	\$1,305,827
Total Cost at Today's Dollars		\$5,012,792	\$4,544,531	\$4,837,278	\$6,529,133
Escalation to Midpoint of Construction	5.09%	\$255,128	\$231,296	\$246,195	\$332,303
TOTAL CAPITAL COST		\$5,268,000	\$4,776,000	\$5,083,000	\$6,861,000

Franklin WRF Project Update

Operations and Maintenance Cost Summary

Cost Factor	IDI	Huber	Parkson Sludge Manager	Parkson Thermo System
Power Consumption				
Annual Power Consumption, kWh	65,600	100,000	108,000	108,000
Annual Power Cost @ \$0.11/kWh	\$7,223	\$11,010	\$11,891	\$11,891
Operation and Maintenance				
Annual Manhours	183	400	105	245
Total Labor Cost	6,725	14,700	3,859	9,004
Annual Parts Replacement	12,325	2,000	6,000	6,000
Total Annual O&M Cost	\$26,273	\$27,710	\$21,750	\$26,895

Franklin WRF Project Update

Non-Cost Scoring Summary

Parameter	IDI	Huber	Parkson Sludge Manager	Parkson Thermo System
Raw Non-Cost Evaluation Score (out of 160 points)	48	94	101	65
Rank	1	3	4	2

Franklin WRF Project Update

Final Scoring

Parameter		IDI	Huber	Parkson Sludge Manager	Parkson Thermo System
Calculation of Weighted Cost Score					
Total NPC		\$5,641,000	\$5,199,000	\$5,365,000	\$7,188,000
Percent of Highest NPC		78.5%	72.3%	74.6%	100.0%
Raw Cost Score (0 to 100 points)		78.5	72.3	74.6	100.0
Weighted Cost Score (50% of Total Score)	50%	39.2	36.2	37.3	50.0
Calculation of Weighted Non-Cost Score					
Raw Non-Cost Evaluation Score (0 to 160 points)		48	94	101	65
Normalized Non-Cost Evaluation Score (0 to 100 points)		30.0	58.8	63.1	40.6
Weighted Non-Cost Score (50% of Total Score)	50%	15.0	29.4	31.6	20.3
Calculation of Total Score					
Total Score (0 to 100 points)		54.2	65.5	68.9	70.3
Rank		1	2	3	4

Franklin WRF Project Update

Sensitivity Analysis

		RANK			
Parameter		IDI	Huber	Parkson Sludge Manager	Parkson Thermo System
<i>Weighting of Cost/Non Cost Score</i>					
	50/50	1	2	3	4
	60/40	1	2	3	4
	70/30	1	2	3	4
	80/20	1	2	3	4
	90/10	3	1	2	4
<i>Add Warranty Bond Cost to Huber, Remove from Non Cost Items</i>					
	50/50	1	2	3	4
	60/40	1	2	3	4
	70/30	1	2	3	4
	80/20	2	1	3	4
	90/10	3	1	2	4

Franklin WRF Project Update

Sensitivity Analysis

		RANK			
Parameter		IDI	Huber	Parkson Sludge Manager	Parkson Thermo System
<i>Remove System Redundancy Preference</i>					
	50/50	1	3	2	4
	60/40	1	3	2	4
	70/30	1	3	2	4
	80/20	1	3	2	4
	90/10	3	1	2	4
<i>Change Installation Weighting to US Installations</i>					
	50/50	1	2	3	4
	60/40	1	2	3	4
	70/30	2	1	3	4
	80/20	3	1	2	4
	90/10	3	1	2	4

Franklin WRF Project Update

Sensitivity Analysis

		RANK			
Parameter		IDI	Huber	Parkson Sludge Manager	Parkson Thermo System
<i>Eliminate Appearance of Product from Ratings</i>					
	50/50	1	2	4	3
	60/40	1	2	3	4
	70/30	1	2	3	4
	80/20	1	2	3	4
	90/10	3	1	2	4
<i>Remove Company Financials from Ratings</i>					
	50/50	1	2	3	4
	60/40	1	2	3	4
	70/30	1	2	3	4
	80/20	2	1	3	4
	90/10	3	1	2	4

City of Franklin Water Treatment Plant Modifications



Schedule

May 28,
2015

- Franklin Municipal Planning Commission Approval

June 1,
2015

- Sealed Drawings and Specifications Submitted to TDEC

June 21,
2015

- Public Advertisement for Bids

July 23,
2015

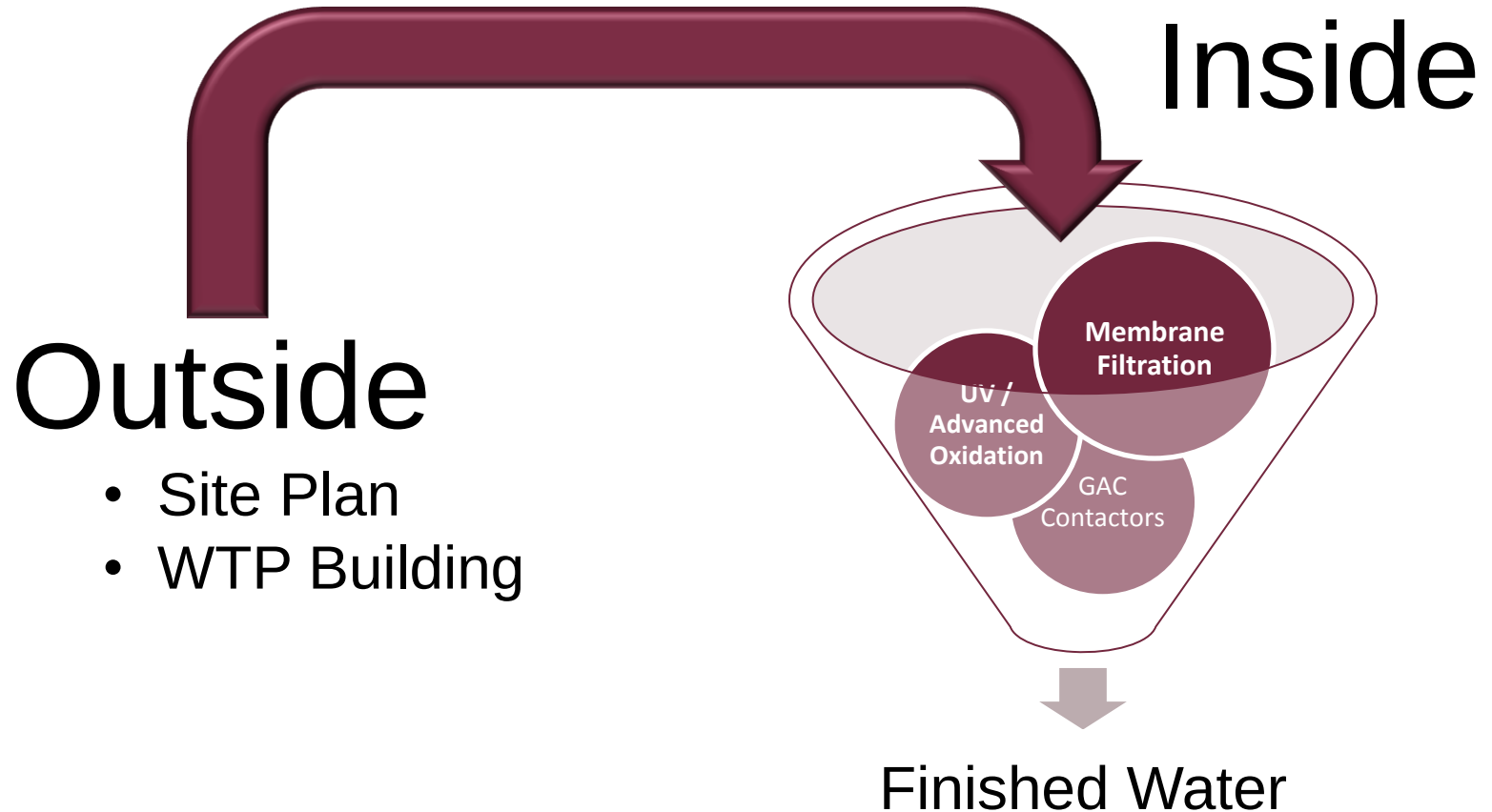
- Public Bid Opening

August
2015

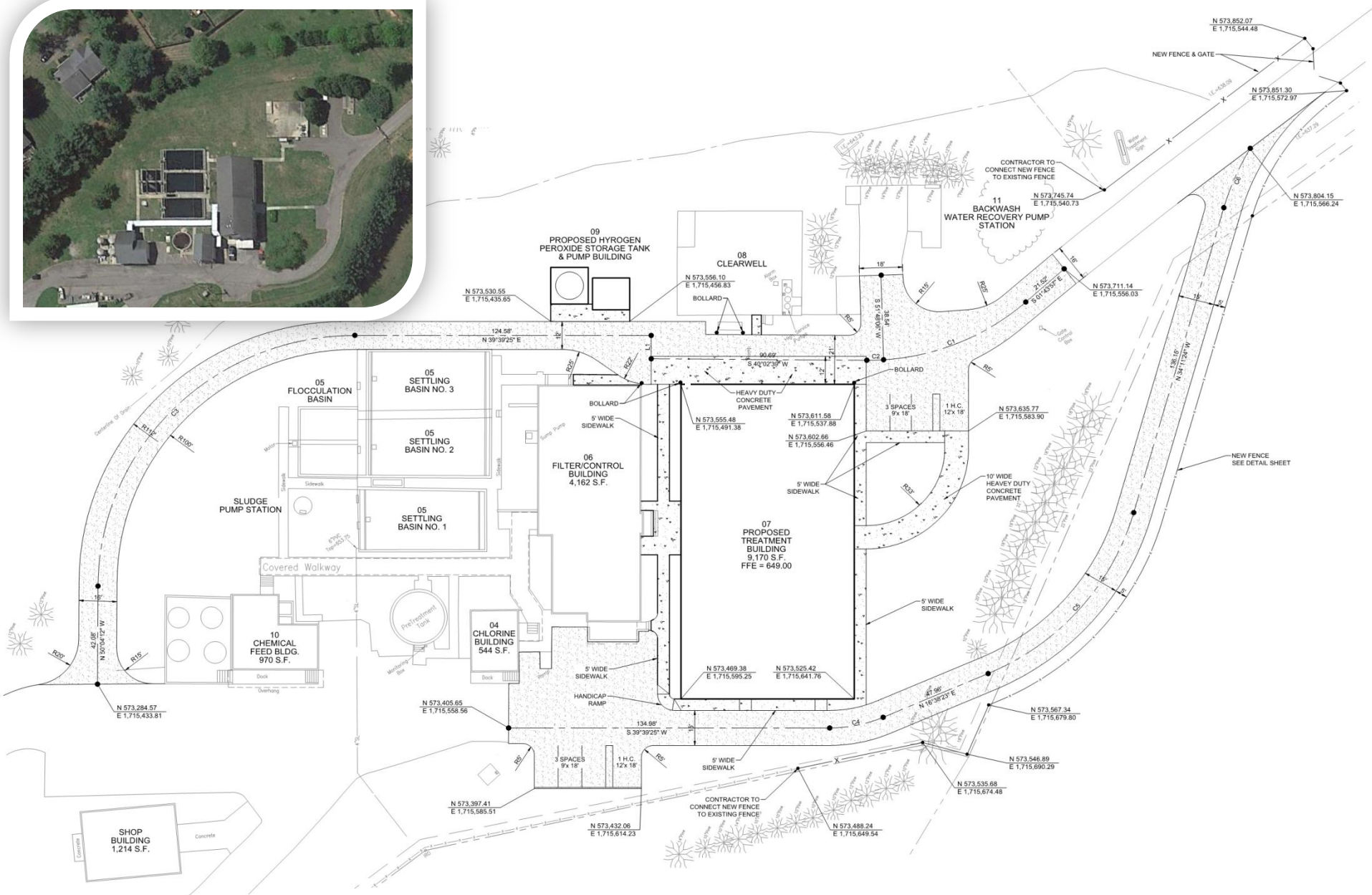
- Project Award / Notice to Proceed

Early
2017

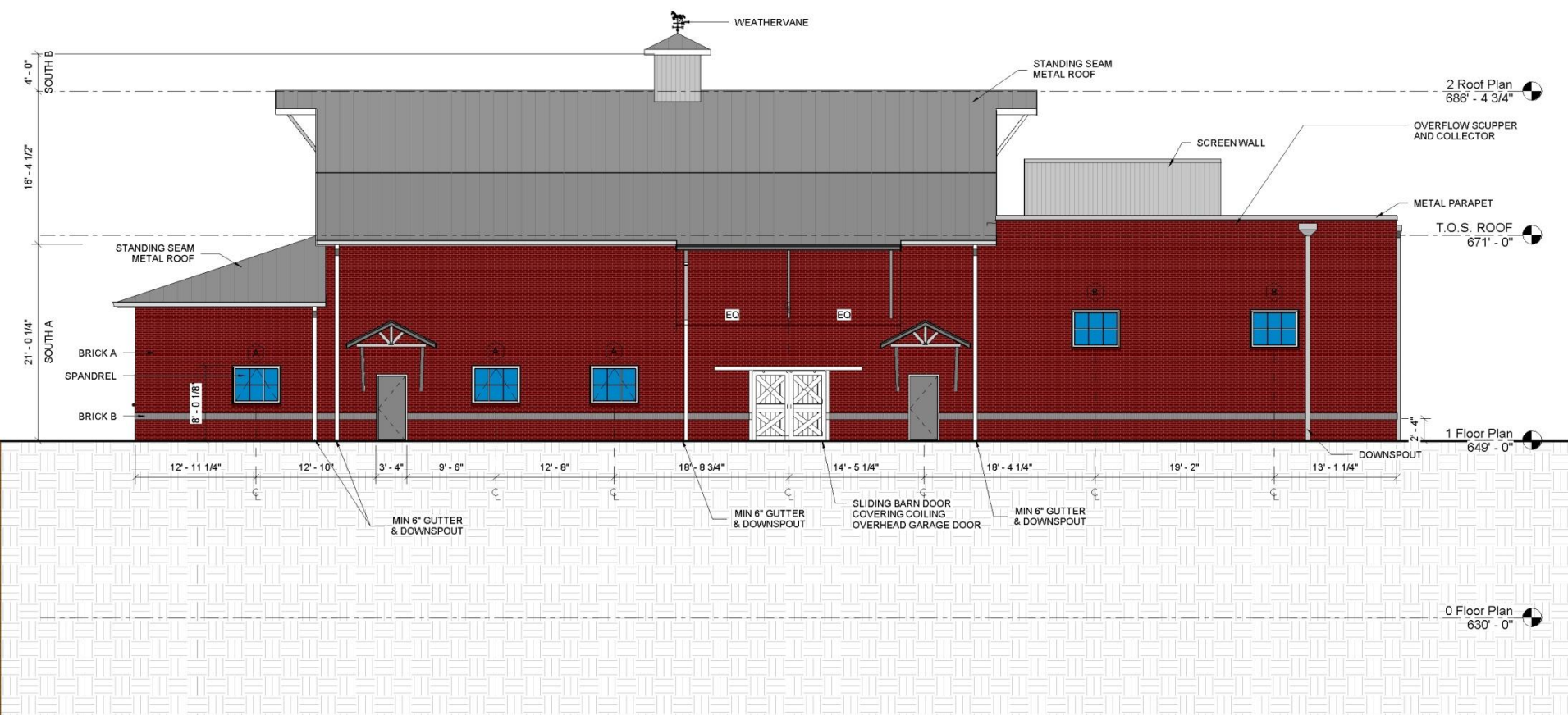
- Final Completion and Acceptance of Project



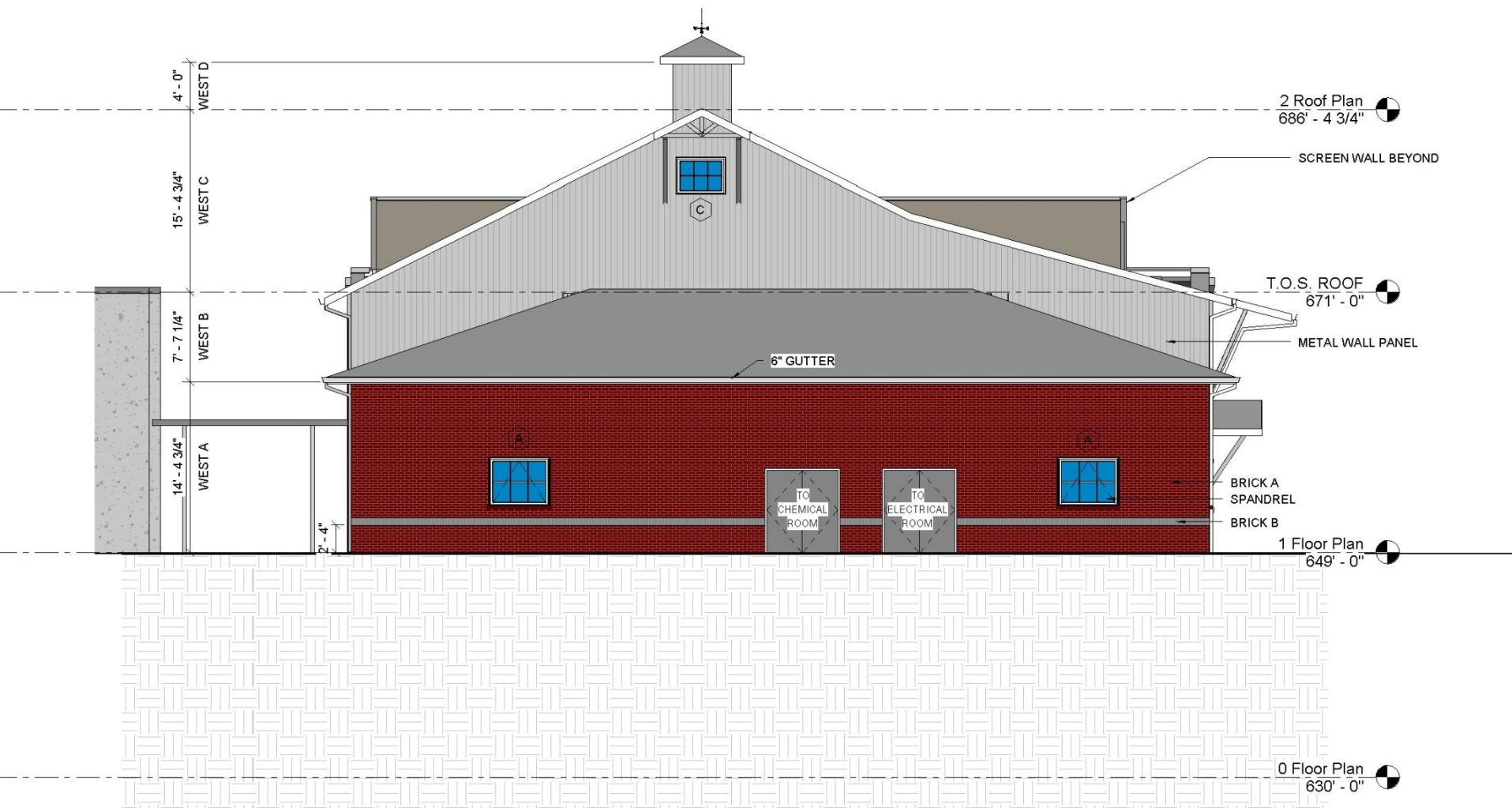
Site Plan



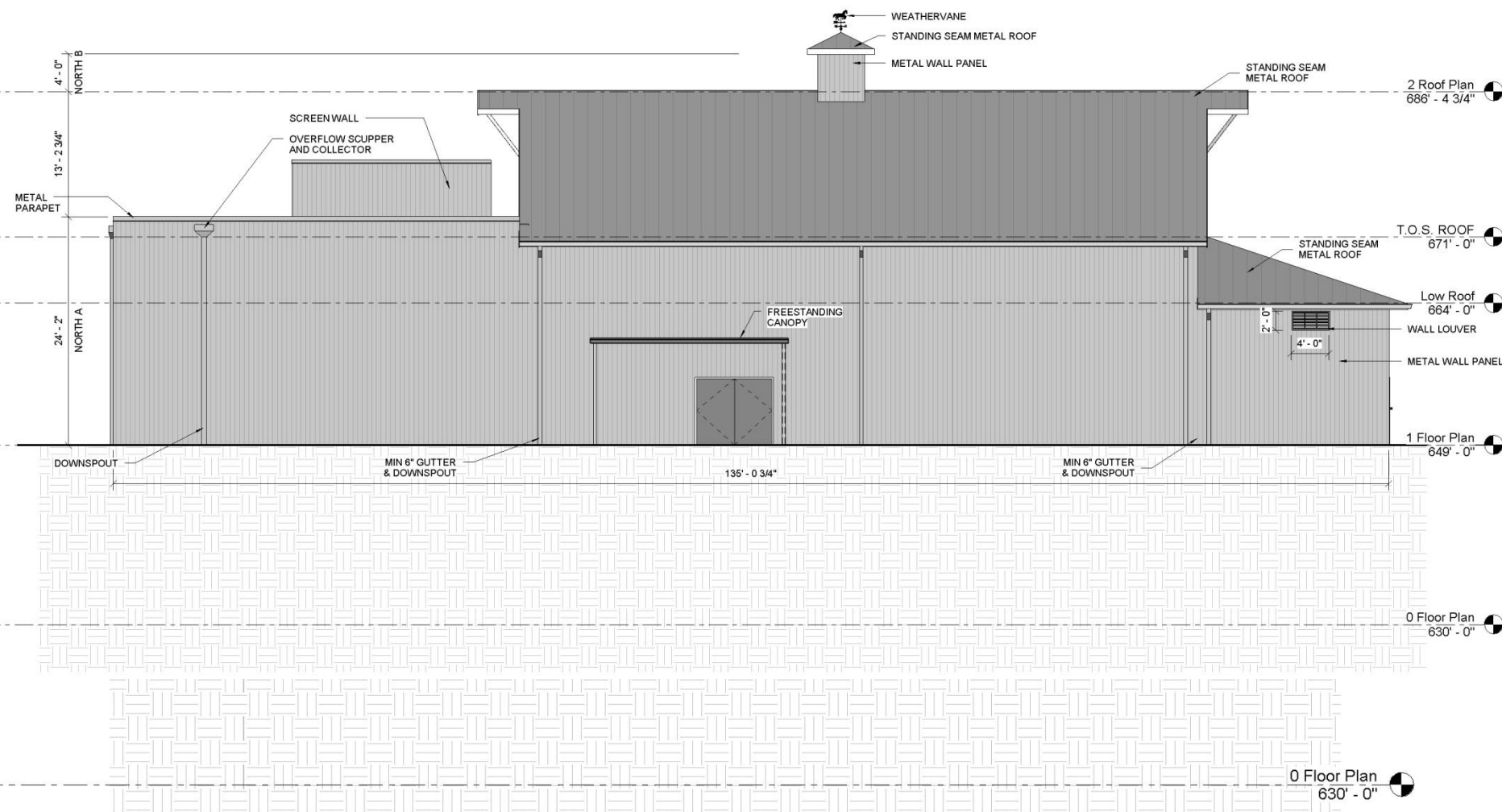
Northeast Elevation (Front)



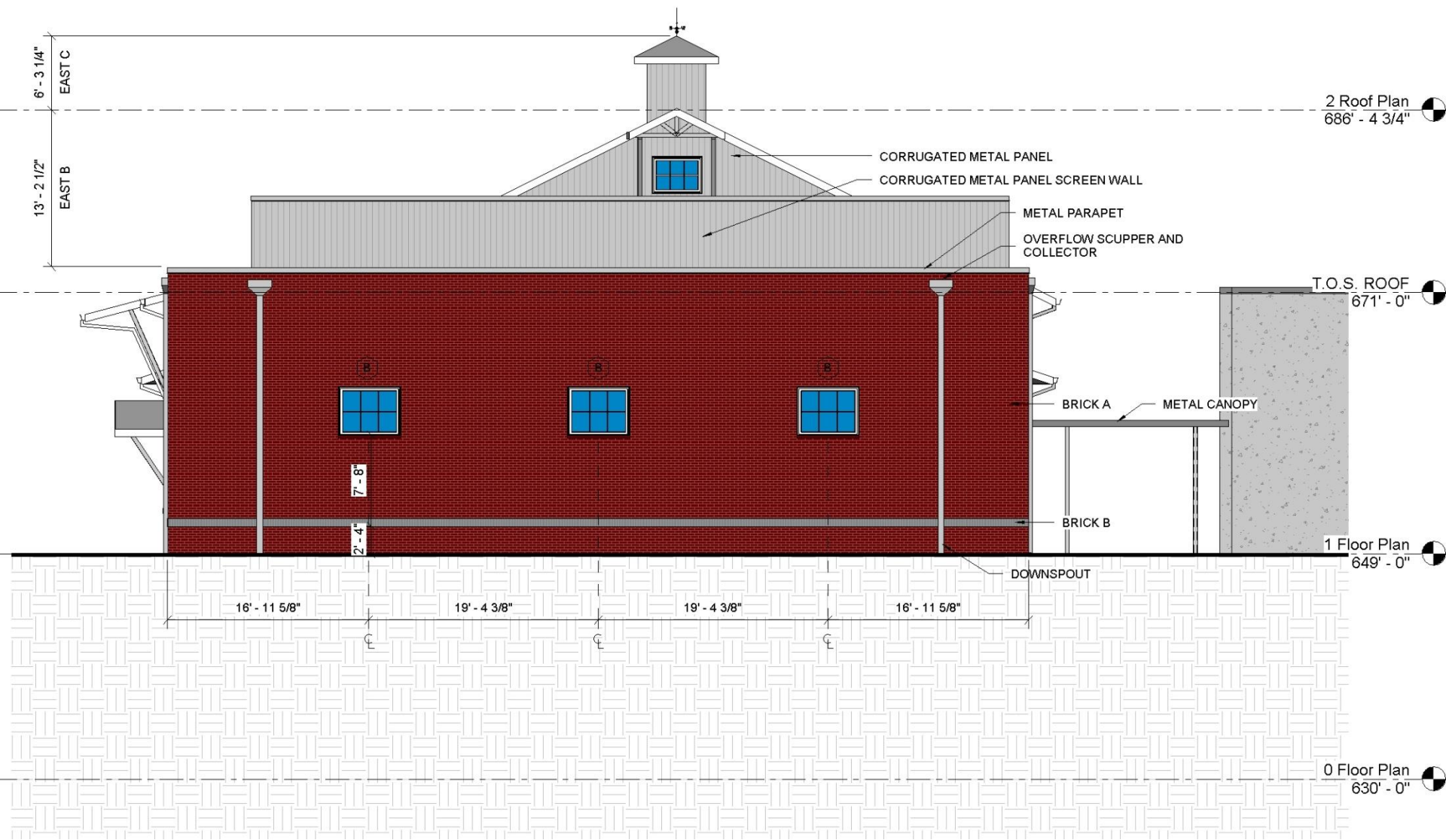
Southeast Elevation (Left)



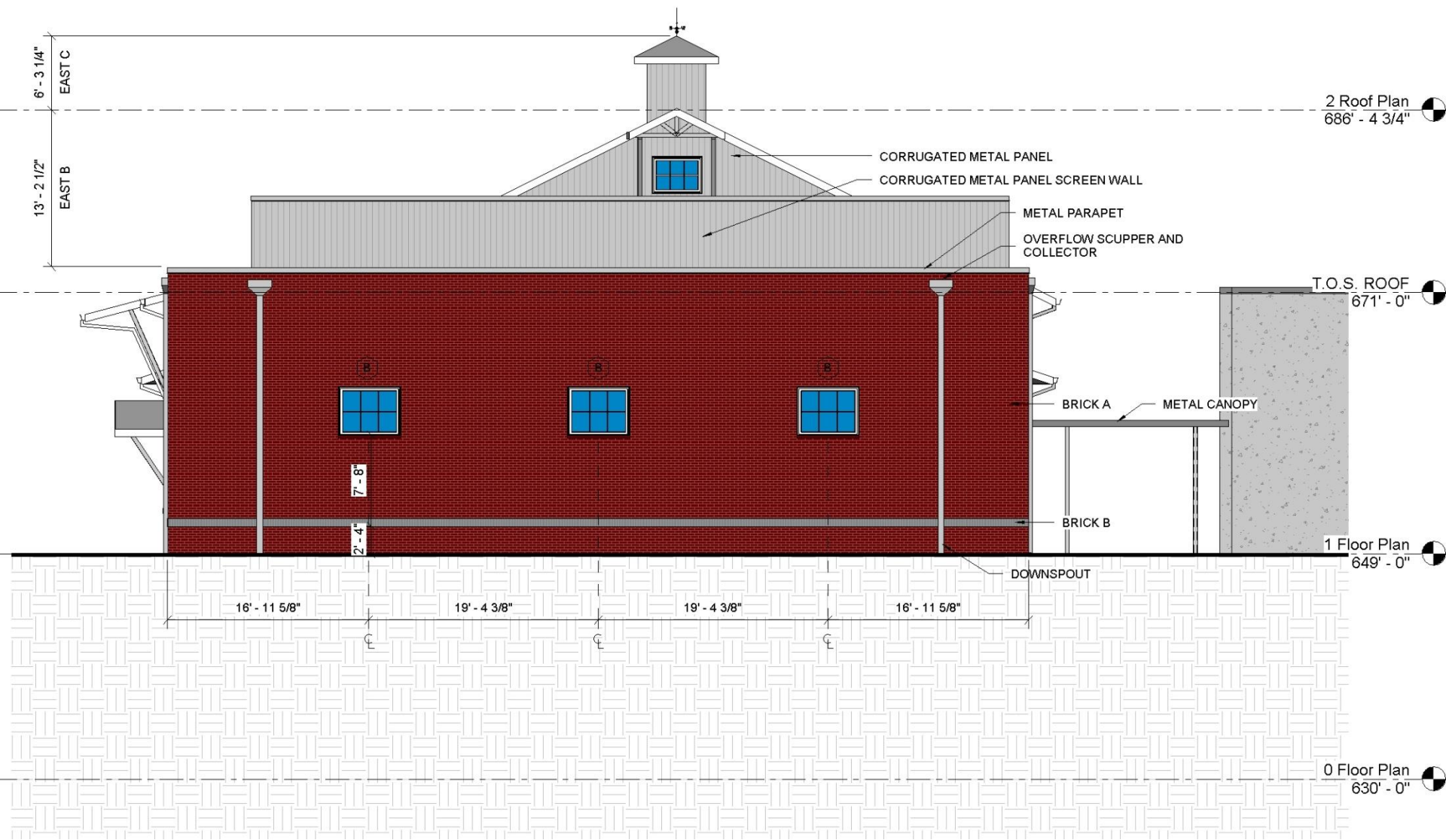
Southwest Elevation (Back)



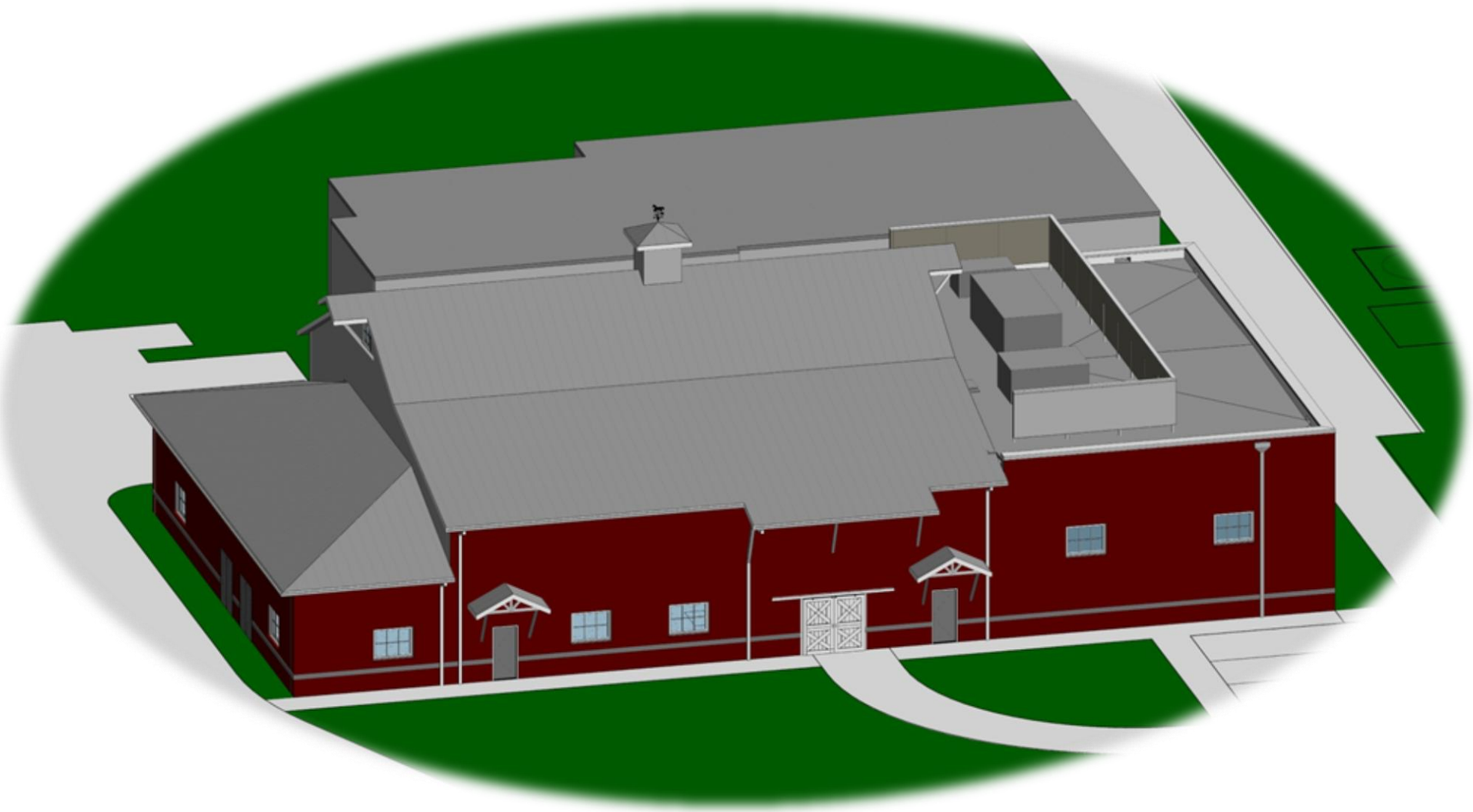
Southeast Elevation (Right)



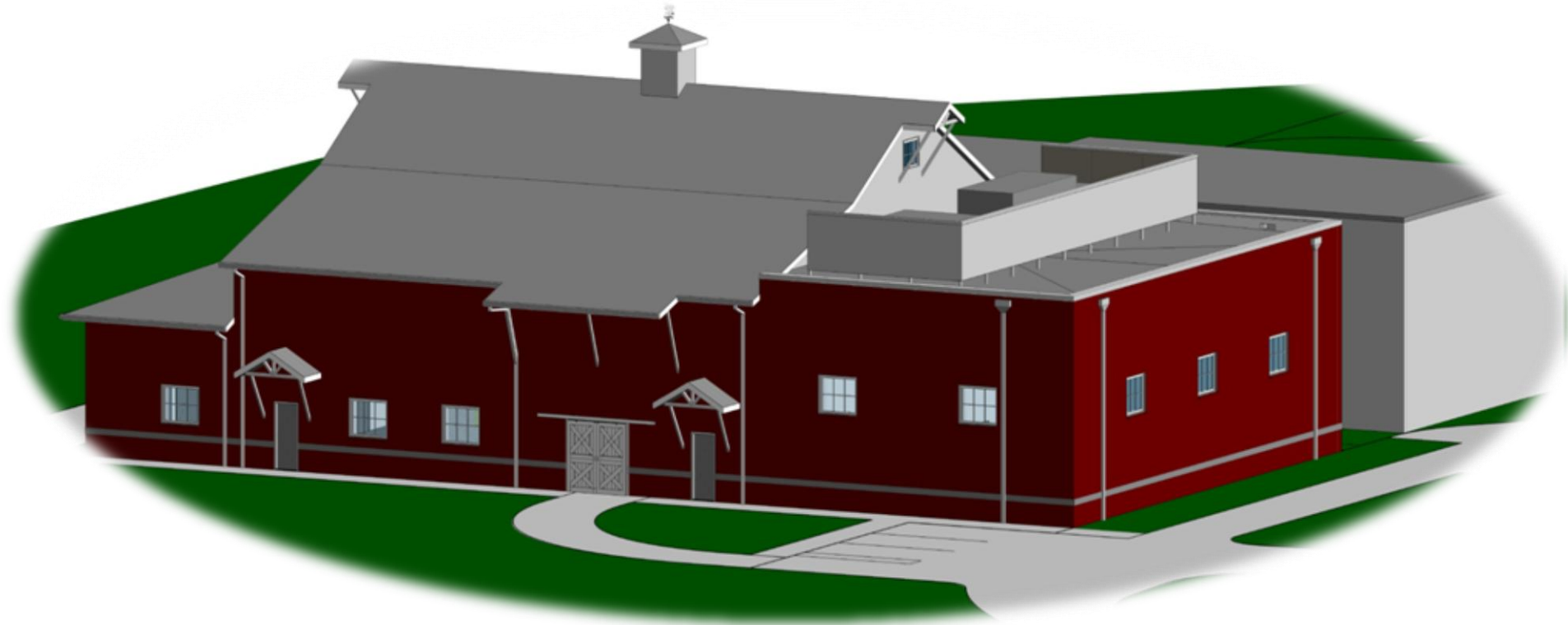
Southeast Elevation (Right)



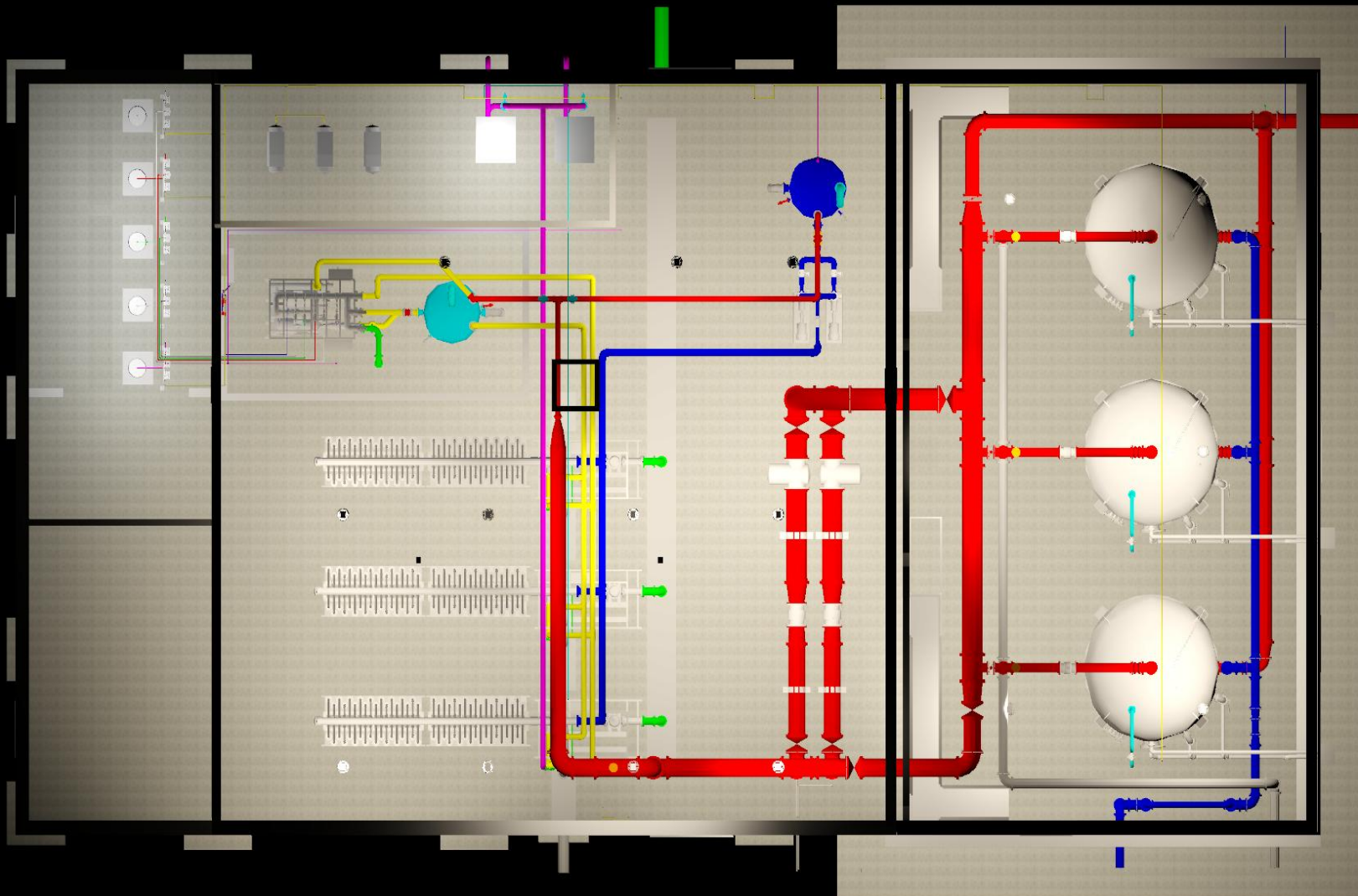
Perspective View



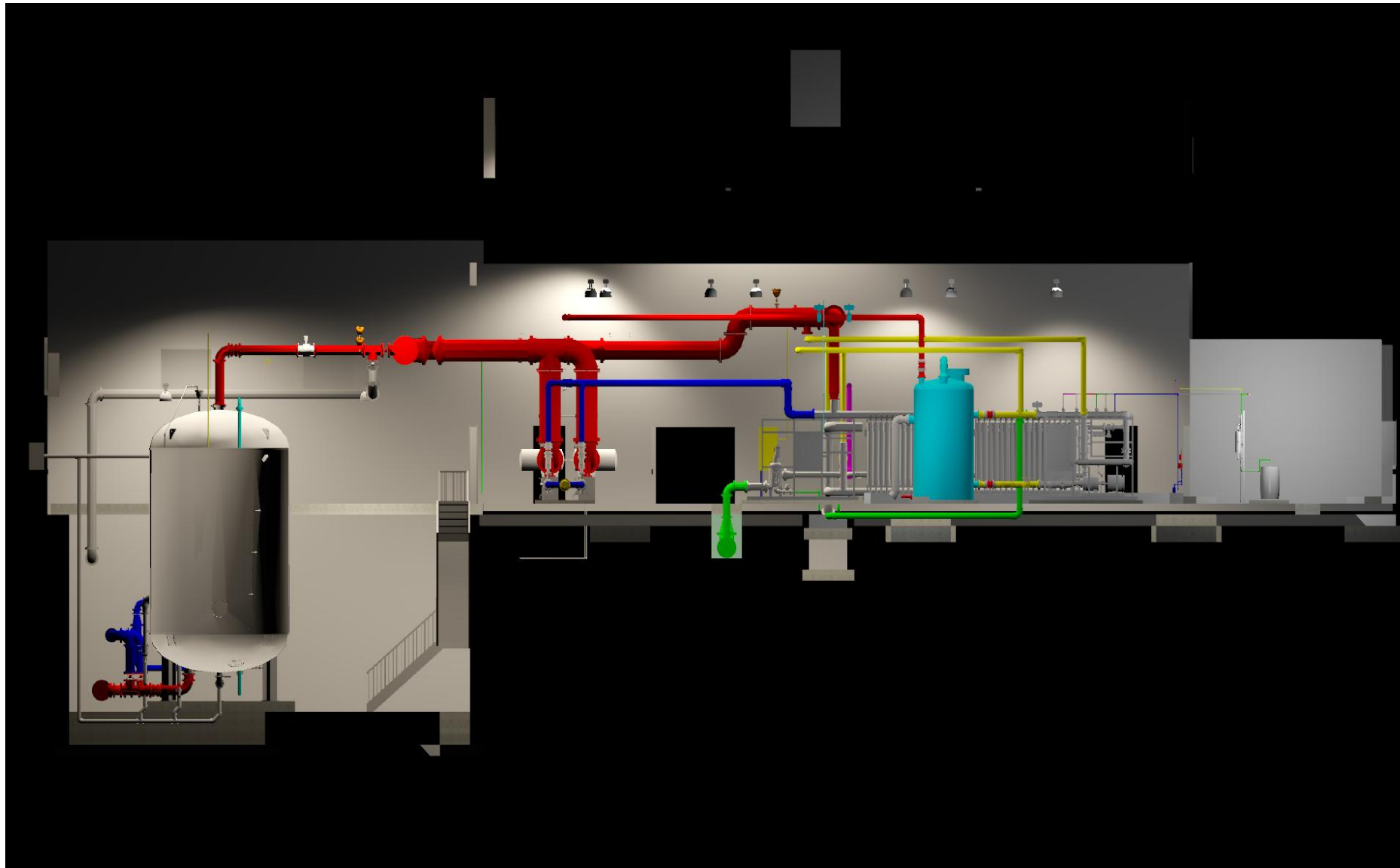
Perspective View



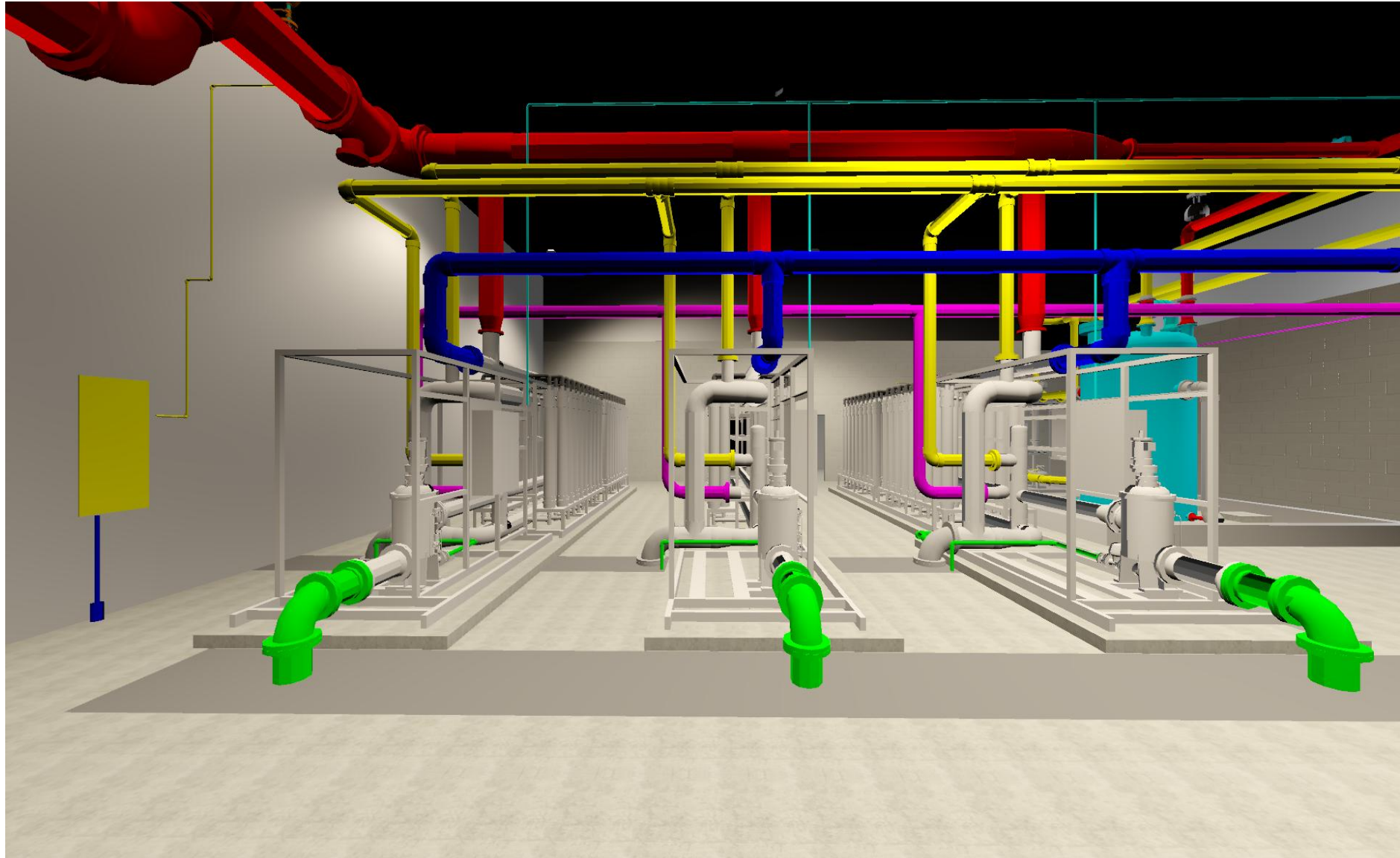
Inside Plan View



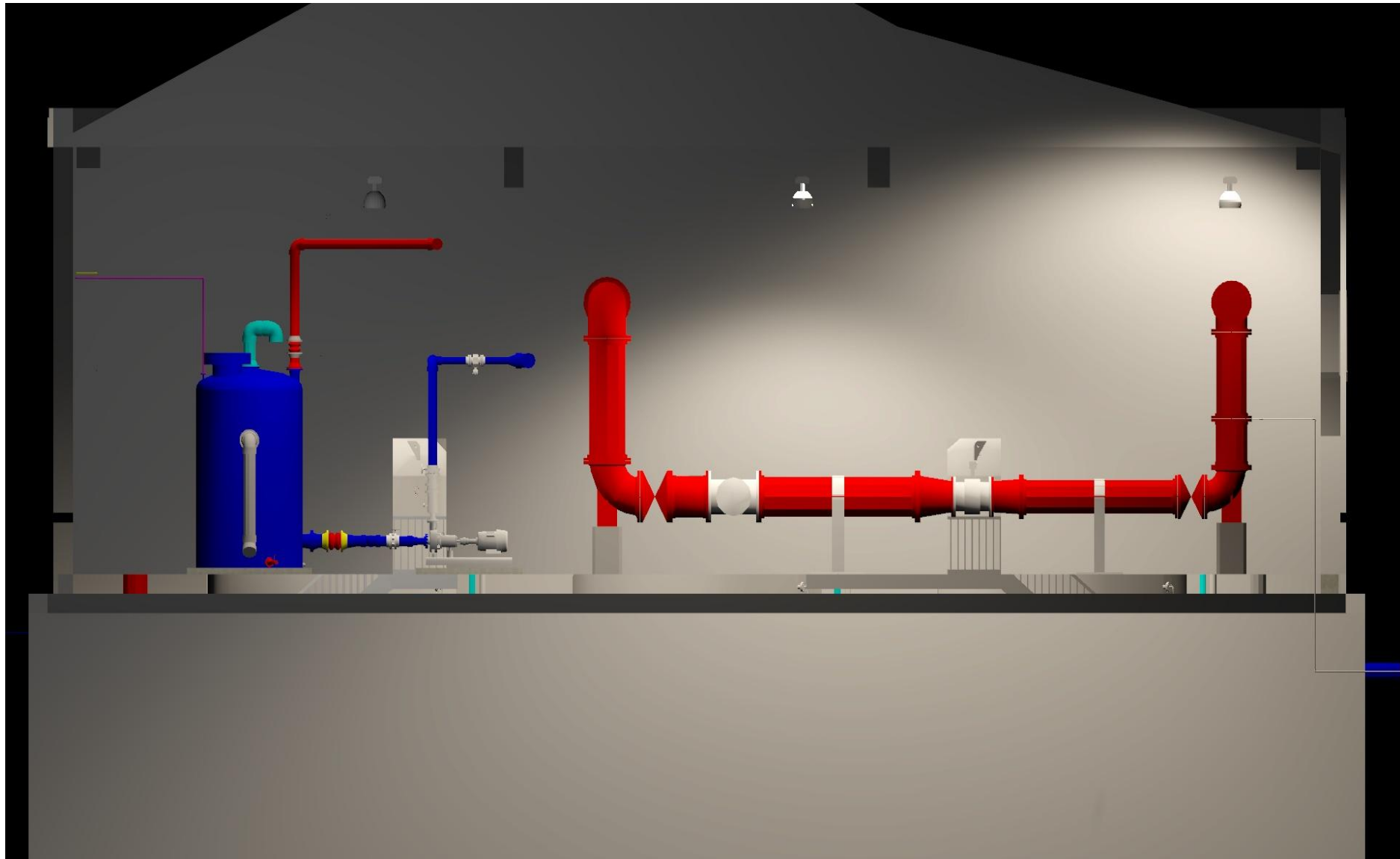
Inside Southwest Elevation (Back)



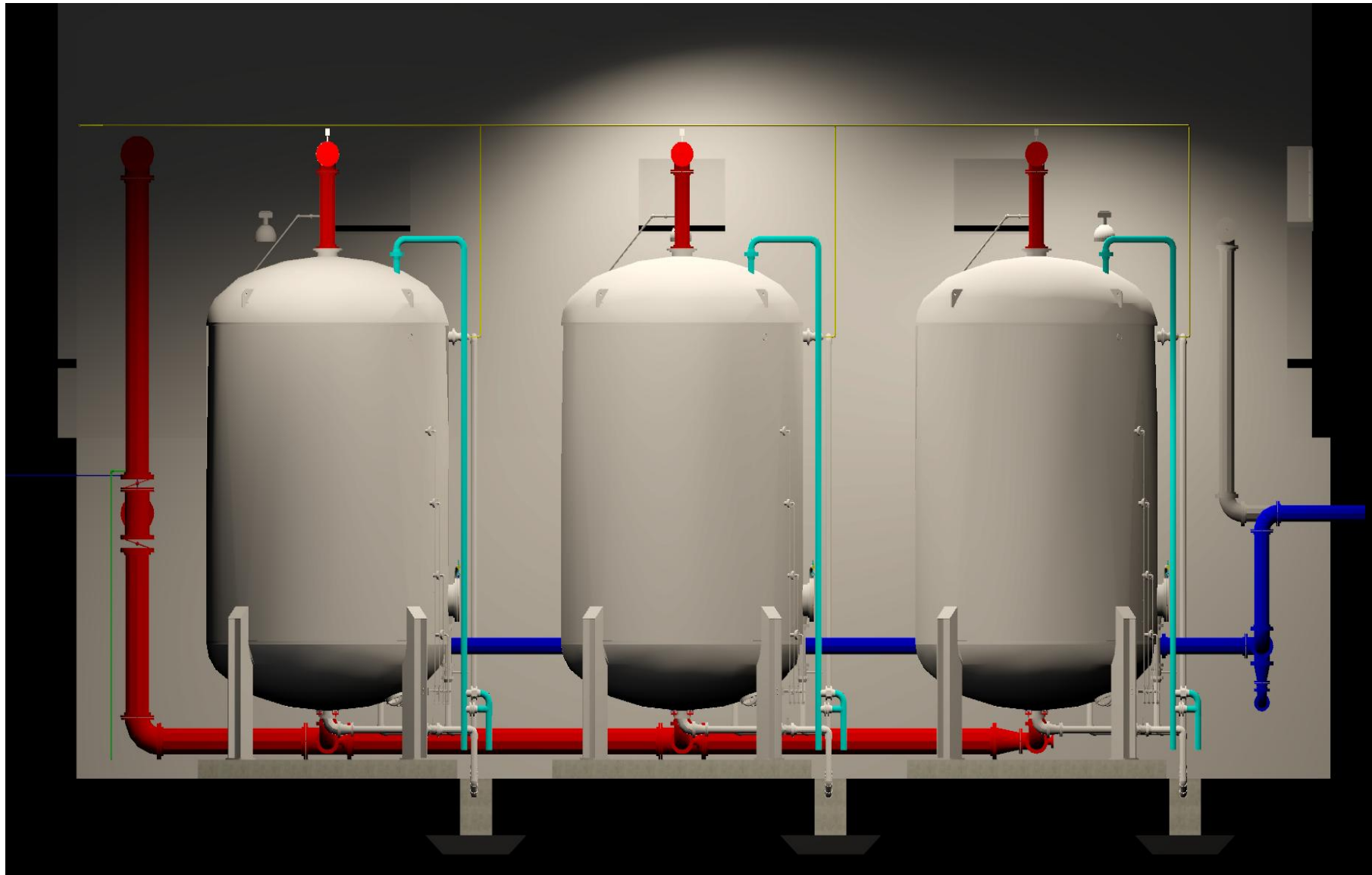
Inside Perspective – Membrane Racks



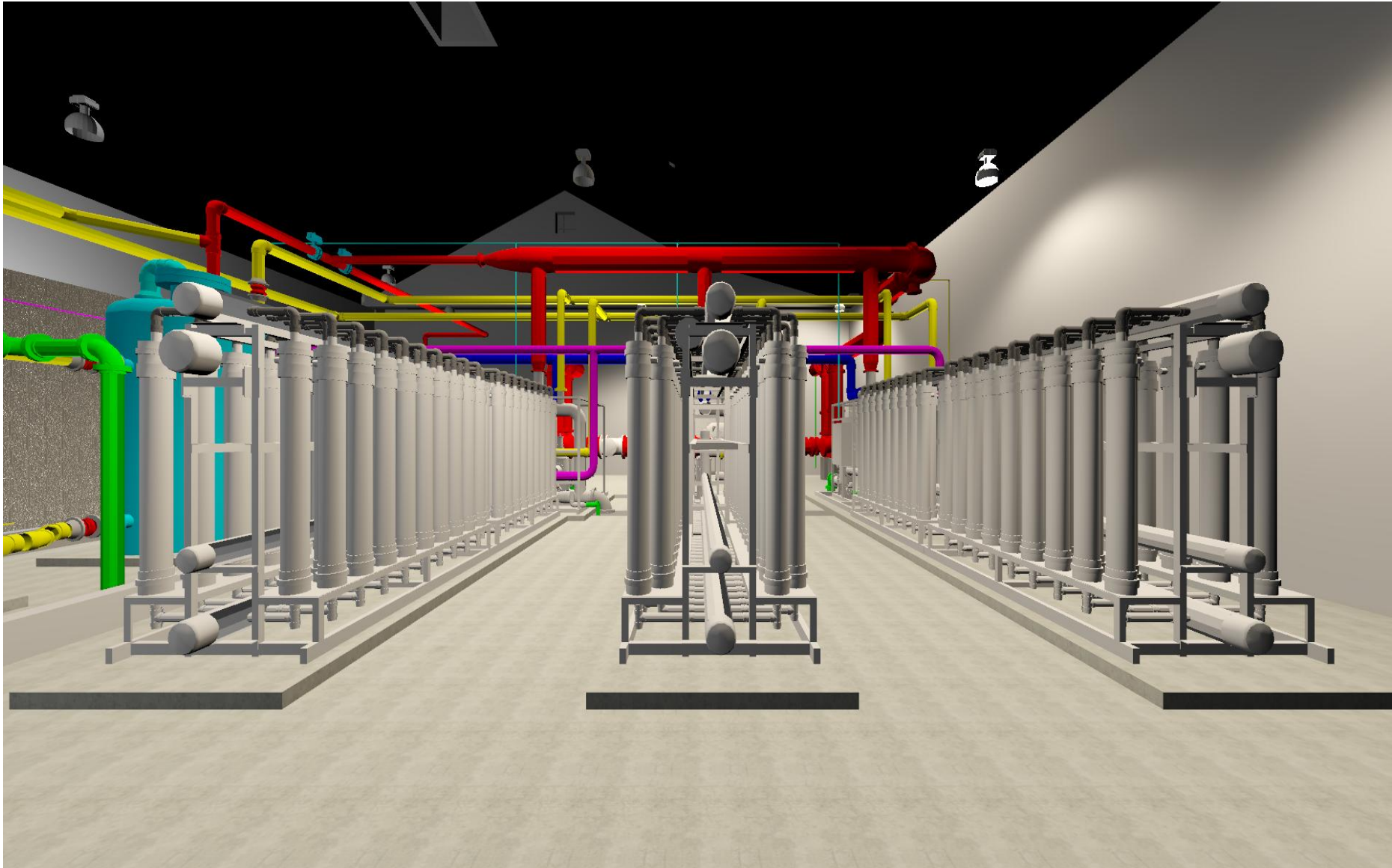
Inside Perspective – UV / AOP System



Inside Perspective – GAC Contact Tanks



Questions



ORDINANCE 2015-09

TO BE ENTITLED “AN ORDINANCE TO ZONE +/- 30.11 ACRES INTO THE HEIGHT OVERLAY DISTRICT (HTO) FOR THE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF INTERSTATE 65 AND MCEWEN DRIVE.”

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

WHEREAS, the Height Overlay zoning district allows for buildings over 75 feet in height and no more than 12 stories, and encourages unique development forms; and

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

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

SECTION I: The following described property shall be, and are hereby, zoned Height Overlay District (HTO):

BEING A CERTIAN TRACT OF LAND LYING IN THE NINTH CIVIL DISTRICT OF WILLIAMSON COUNTY, FRANKLIN, TENNESSEE. SAID TRACT IS MADE UP OF PARCEL 18.01, 19.01 AND 19.02 AS SHOWN ON WILLIAMSON COUNTY PROPERTY MAP 62.SAID TRACT IS LOCATED IN THE SOUTHEASTERLY QUADRANT OF THE INTERSECTION OF INTERSTATE 65 AND EAST MCEWEN DRIVE, AND BEING MORE PARTICULARLY DESCRIBED, BY METES AND BOUNDS, AS FOLLOWS;

BEGINNING AT A CONCRETE HIGHWAY MONUMENT (OLD) IN THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 65 AND THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST MCEWEN DRIVE AND THE NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED PROPERTY;

THENCE, LEAVING SAID INTERSTATE 65 WITH SAID EAST MCEWEN DRIVE, FOR THE NEXT SIX CALLS:

- 1) SOUTH 69 DEGREES 41 MINUTES 56 SECONDS EAST, 67.55 FEET TO AN IRON ROD (OLD) WITH A CAP STAMPED RLS#1515;
- 2) SOUTH 69 DEGREES 53 MINUTES 11 SECONDS EAST, 5.43 FEET TO A

POINT;

- 3) WITH A CURVE TO THE LEFT WITH A DELTA ANGLE OF 13 DEGREES 59 MINUTES 55 SECONDS, A RADIUS OF 541.16 FEET, AN ARC LENGTH OF 132.22 FEET, A CHORD BEARING OF SOUTH 76 DEGREES 26 MINUTES 58 SECONDS EAST, AND A CHORD LENGTH OF 131.89 FEET TO A POINT;
- 4) SOUTH 83 DEGREES 57 MINUTES 34 SECONDS EAST, 116.23 FEET TO A CONCRETE HIGHWAY MONUMENT (OLD);
- 5) SOUTH 73 DEGREES 46 MINUTES 11 SECONDS EAST, 303.52 FEET TO A CONCRETE HIGHWAY MONUMENT (OLD);
- 6) WITH A CURVE TO THE LEFT WITH A DELTA ANGLE OF 06 DEGREES 20 MINUTES 26 SECONDS, A RADIUS OF 1491.39 FEET, AN ARC LENGTH OF 165.04 FEET, A CHORD BEARING OF SOUTH 76 DEGREES 50 MINUTES 02 SECONDS EAST, AND A CHORD LENGTH OF 164.96 FEET TO AN IRON ROD (OLD) WITH A CAP STAMPED CHERRY LAND SURVEYING, AT THE NORTHWESTERLY CORNER OF THE VANDERBILT UNIVERSITY OF RECORD IN BOOK 5154, PAGE 745, R.O.W.C.T., (REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE);

THENCE, LEAVING SAID RIGHT-OF-WAY WITH SAID VANDERBILT, FOR THE NEXT THREE CALLS:

- 1) SOUTH 09 DEGREES 24 MINUTES 13 SECONDS WEST, 788.34 FEET TO A 1/2" IRON ROD (OLD) WITH NO CAP;
- 2) SOUTH 09 DEGREES 39 MINUTES 06 SECONDS WEST, 214.86 FEET TO A 1/2" IRON ROD (OLD) WITH NO CAP;
- 3) SOUTH 09 DEGREES 36 MINUTES 46 SECONDS WEST, 215.03 FEET TO A 3/8" IRON ROD (OLD) WITH NO CAP AT THE NORTHEASTERLY CORNER OF COMER R. ELLER & WIFE HAZEL M. ELLER OF RECORD IN BOOK 301, PAGE 88, R.O.W.C.T.;

THENCE, LEAVING SAID VANDERBILT WITH SAID ELLER, NORTH 82 DEGREES 34 MINUTES 24 SECONDS WEST,

1033.86 FEET TO A 1" IRON PIPE (OLD) IN THE EASTERLY RIGHT-OF-WAY LINE OF HUFFINES RIDGE DRIVE;

THENCE, LEAVING SAID ELLER WITH SAID RIGHT-OF-WAY LINE FOR THE NEXT SEVEN CALLS:

- 1) NORTH 07 DEGREES 02 MINUTES 51 SECONDS EAST, 429.58 FEET TO A 1" IRON PIPE (OLD);
- 2) NORTH 07 DEGREES 21 MINUTES 18 SECONDS EAST, 16.58 FEET TO A POINT;
- 3) WITH A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 00 DEGREES 15 MINUTES 57 SECONDS, A RADIUS OF 2016.50 FEET, AN ARC LENGTH OF 9.36 FEET, A CHORD BEARING OF NORTH 07 DEGREES 29 MINUTES 17

SECONDS EAST, AND A CHORD LENGTH OF 9.36 FEET TO A POINT;
 4) NORTH 07 DEGREES 05 MINUTES 21 SECONDS EAST, 190.46 FEET TO AN IRON ROD (OLD) WITH A CAP STAMPED RLS#1515;
 5) NORTH 06 DEGREES 32 MINUTES 56 SECONDS EAST, 2.86 FEET TO A POINT;
 6) WITH A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 86 DEGREES 37 MINUTES 23 SECONDS, A RADIUS OF 35.00 FEET, AN ARC LENGTH OF 52.92 FEET, A CHORD BEARING OF NORTH 49 DEGREES 51 MINUTES 40 SECONDS EAST, AND A CHORD LENGTH OF 48.02 FEET TO A POINT;
 7) WITH A CURVE TO THE LEFT WITH A DELTA ANGLE OF 203 DEGREES 13 MINUTES 39 SECONDS, A RADIUS OF 65.00 FEET, AN ARC LENGTH OF 230.55 FEET, A CHORD BEARING OF NORTH 08 DEGREES 26 MINUTES 28 SECONDS WEST, AND A CHORD LENGTH OF 127.34 FEET TO A POINT IN THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 65;

THENCE, WITH SAID RIGHT-OF-WAY LINE, FOR THE NEXT SIX CALLS:

1) NORTH 06 DEGREES 33 MINUTES 01 SECONDS EAST, 94.23 FEET;
 2) WITH A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 06 DEGREES 03 MINUTES 02 SECONDS, A RADIUS OF 283.50 FEET, AN ARC LENGTH OF 29.94 FEET, A CHORD BEARING OF NORTH 09 DEGREES 34 MINUTES 31 SECONDS EAST, AND A CHORD LENGTH OF 29.92 FEET TO A POINT;
 3) NORTH 22 DEGREES 27 MINUTES 12 SECONDS EAST, 105.75 FEET TO A POINT;
 4) NORTH 27 DEGREES 55 MINUTES 04 SECONDS EAST, 206.42 FEET;
 5) WITH A CURVE TO THE RIGHT WITH A DELTA ANGLE OF 07 DEGREES 21 MINUTES 00 SECONDS, A RADIUS OF 143.50 FEET, AN ARC LENGTH OF 18.41 FEET, A CHORD BEARING OF NORTH 31 DEGREES 35 MINUTES 34 SECONDS EAST, AND A CHORD LENGTH OF 18.40 FEET TO A POINT;
 6) NORTH 79 DEGREES 01 MINUTES 28 SECONDS EAST, 205.07 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,313,457 SQUARE FEET OR 30.15 ACRES, MORE OR LESS.

BEING THE SAME PROPERTY AS CONVEYED TO SS MCEWEN 65, LLC BY DEED OF RECORD IN BOOK 5962, PAGE 844, BOOK 6064, PAGE 852, AND BOOK 6147, PAGE 24, REGISTER'S OFFICE FOR WILLIAMSON COUNTY, TENNESSEE;

Zoning Reference Number: 15-01:

Map-Group-Parcel	Acres
------------------	-------

062-18.01	15.77
062-19.01	10.17
062-19.02	4.40
TOTAL	+/- 30.34

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY
CITY ADMINISTRATOR/RECORDER

BY: _____
DR. KEN MOORE
MAYOR

PLANNING COMMISSION RECOMMENDED APPROVAL: 05-28-2015

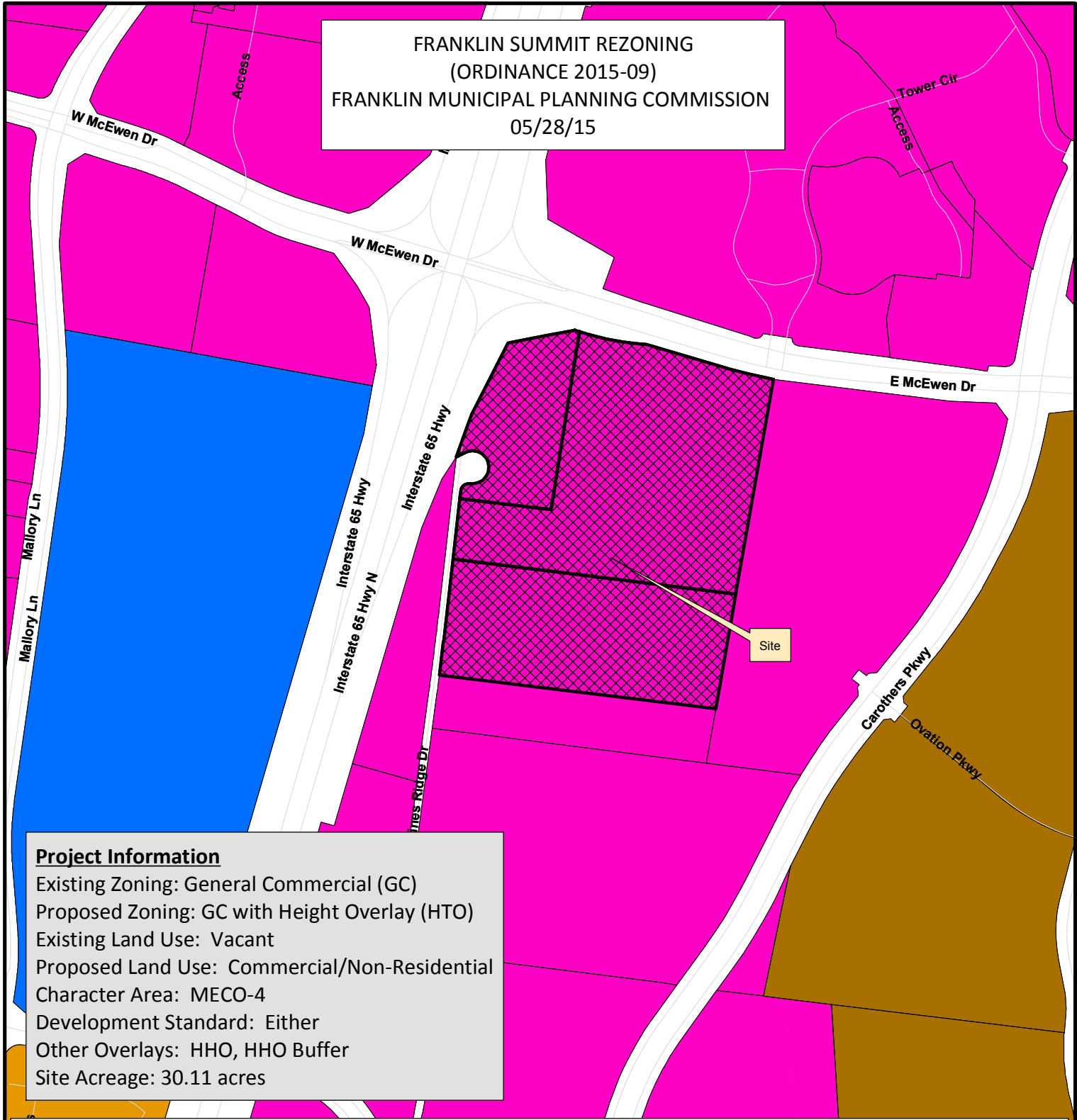
PASSED FIRST READING: 06/09/2015

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD READING:

FRANKLIN SUMMIT REZONING
(ORDINANCE 2015-09)
FRANKLIN MUNICIPAL PLANNING COMMISSION
05/28/15



Project Information

Existing Zoning: General Commercial (GC)
Proposed Zoning: GC with Height Overlay (HTO)
Existing Land Use: Vacant
Proposed Land Use: Commercial/Non-Residential
Character Area: MECO-4
Development Standard: Either
Other Overlays: HHO, HHO Buffer
Site Acreage: 30.11 acres

Parcels selection

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

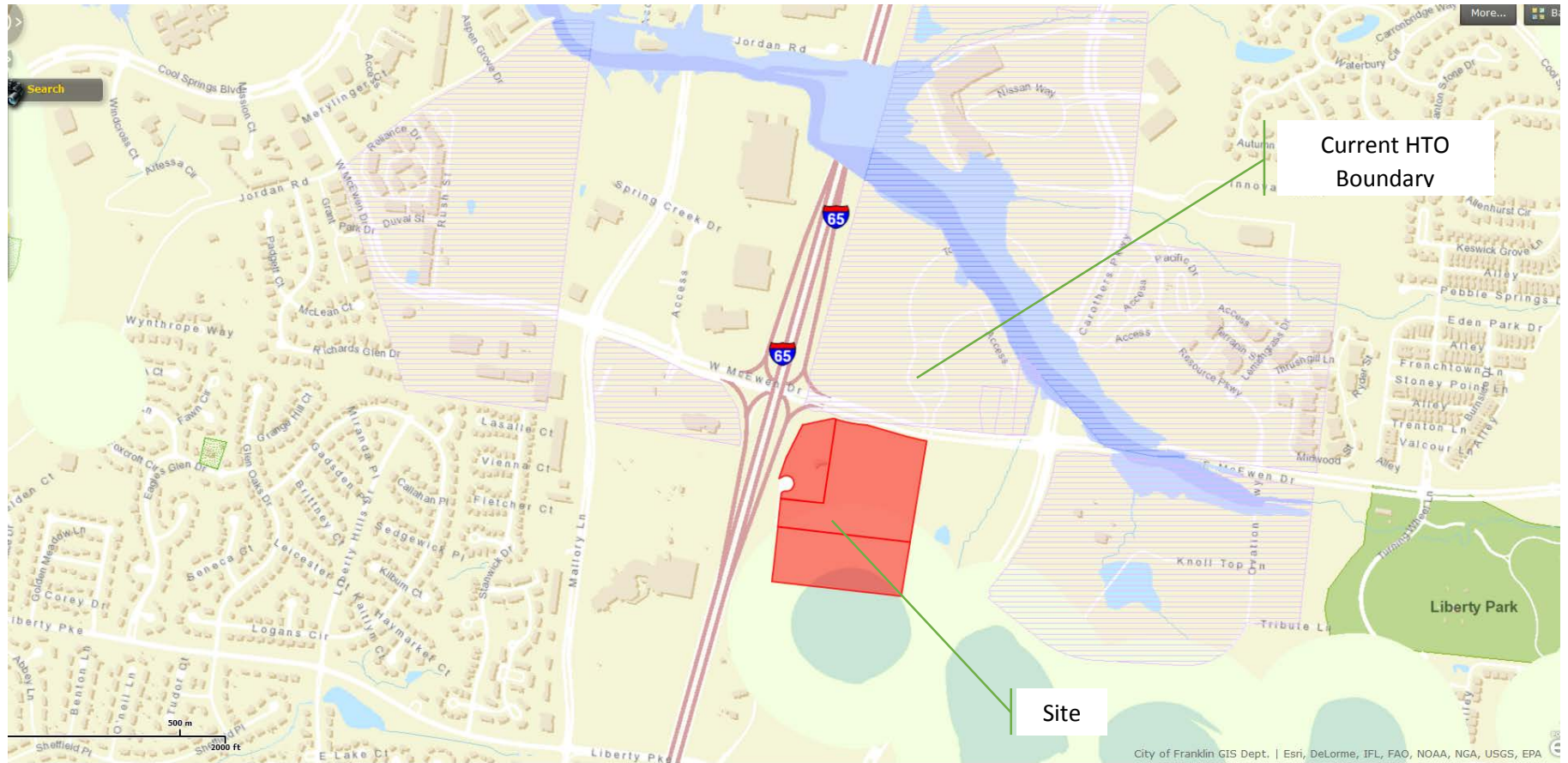


0 250 500 1,000
Feet

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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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FMPC 05/28/15

COF #5834: Franklin Summit, Rezoning



HEIGHT OVERLAY ZONING REQUEST FOR FRANKLIN SUMMIT



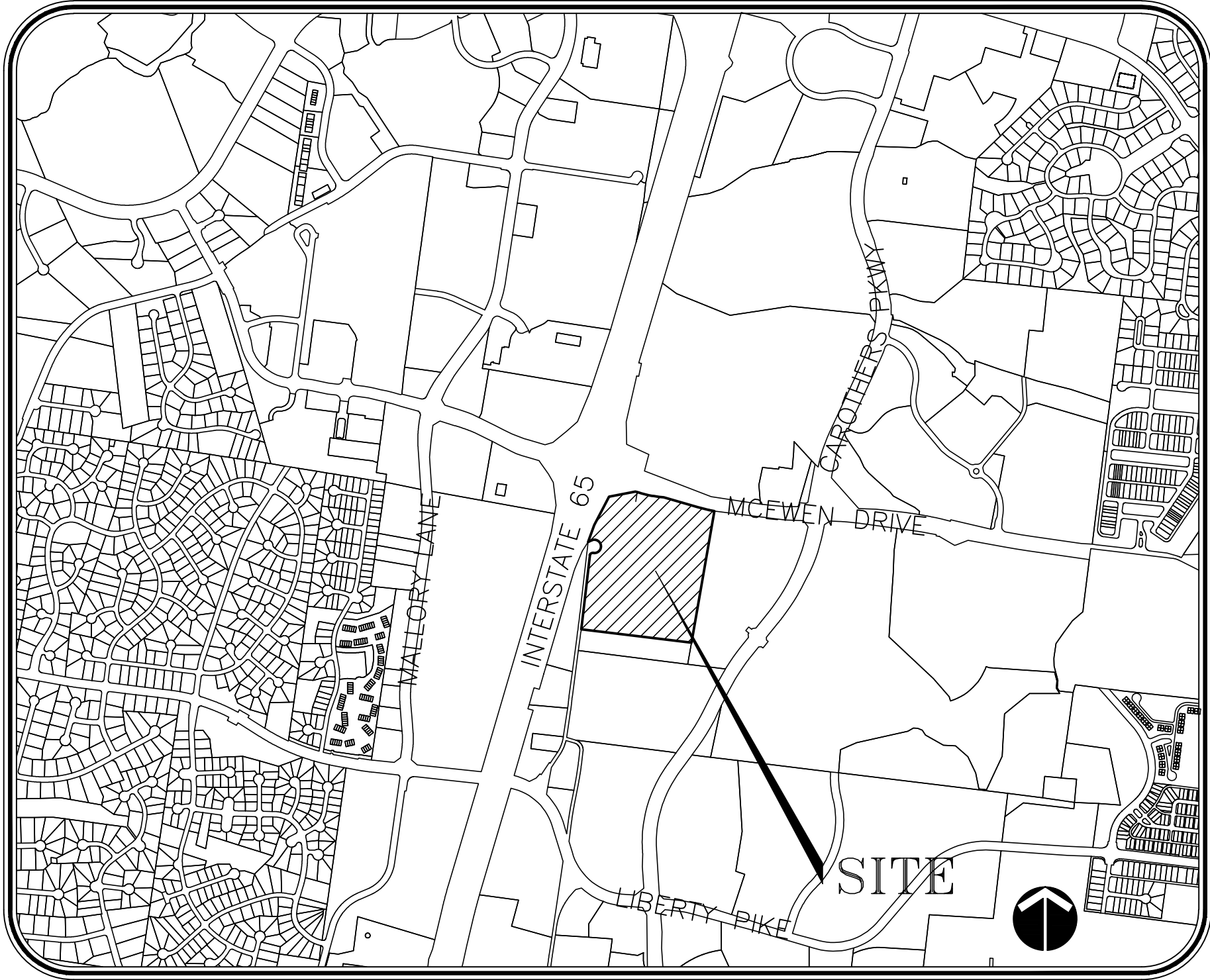
CONTACTS

OWNER/DEVELOPER

RALPH KNAUSS
SS MCEWEN 65 LLC
SOUTHSTAR LLC
501 CORPORATE CENTRE DR., SUITE 315
FRANKLIN, TN 37067
(615) 472-8916

LANDSCAPE ARCHITECTURE

ALAN THOMPSON
315 WOODLAND STREET
NASHVILLE, TN 37206
(615) 244-8591
ATHOMPSON@RAGANSMITH.COM



LOCATION MAP
N.T.S.

INDEX OF SHEETS

SHEET DESCRIPTION

CVR COVER SHEET

REZONING PLANS

C1.0 REZONING PLAN

RAGAN•SMITH

LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS

NASHVILLE
100 BURNING WOOD DRIVE, SUITE 200
FRANKLIN, TN 37067
(615) 244-8591

CHATTANOOGA
1000 N. WILSON AVENUE, SUITE 200
CHATTANOOGA, TN 37405
(423) 894-5400

www.ragansmith.com



FRANKLIN SUMMIT



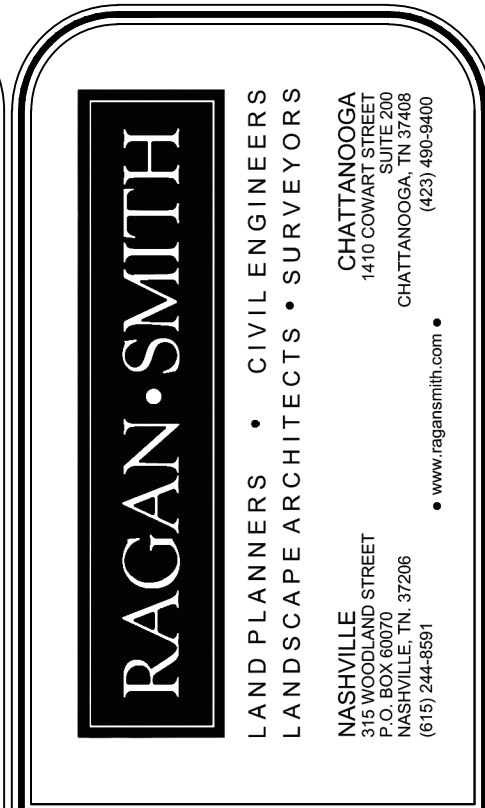
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

JOB NO.	WK. ORDER	DESIGNED:	DRAWN:	SCALE:	DATE:
12049	9713	K. JACOBSON	K. JACOBSON	NTS	APRIL 13, 2015
REVISIONS					
05.07.2015 (KJ) Rev. Per City Comments.					

COVER SHEET

CVR

CITY OF FRANKLIN
WILLIAMSON CO., TN



FOR
SOUTHSTAR

CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

NTS

HTO - HEIGHT OVERLAY DISTRICT

A logo for the Rezoning Plan C 1.0. It consists of a white rectangular box with a black border. Inside the box, the words "REZONING PLAN" are written in a black, sans-serif font at the top. Below this, the text "C 1.0" is written in a larger, bold, black, sans-serif font.

CITY OF FRANKLIN PROJECT #5834

ORDINANCE 2015-10

TO BE ENTITLED "AN ORDINANCE TO REZONE +/- 0.85 ACRES FROM DETACHED RESIDENTIAL 3 (R3) DISTRICT TO SPECIFIC DEVELOPMENT-RESIDENTIAL (SD-R 4.71) DISTRICT FOR THE PROPERTY LOCATED AT 1365 AND 1367 COLUMBIA AVENUE."

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

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

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

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

SECTION I: The following described property shall be, and are hereby, zoned Specific Development-Residential (SD-R 4.71):

Property being a consolidation of the Bob Bass and Charles DeBray properties as of record in Deed Book 2071 Page 933 and Deed Book 2071, Page 944, Register's Office for Williamson County, Tennessee, located in the northeast corner of Columbia Avenue and Gist Street, being more particularly described as follows;

Beginning at an iron pin, found, located the intersection of right of way for Columbia Avenue and Gist Street; thence with said right of way for Columbia Avenue North 05°25'56" East, a distance of 136.54 feet to the southwest corner of Lot 4, "Battlefield Subdivision" as of record in Plat Book 1, Page 105, and being the northwest corner of the herein described tract; thence with the south boundary of Battlefield Subdivision and with Lots 4, 11, 12, and 13, South 85°35'53" East, a distance of 270.09 feet, being the northwest corner of the Bessie Winchester Heithcock property as of record in Deed Book 189. Page 20, and the northeast corner of the herein described tract; thence with the west boundary of said Heithcock, South 04°24'07" West, a distance of 136.71 feet to the southwest corner of said Heithcock located in the north right of way for Gist Street and being the southeast corner of the herein described tract; thence with said right of way North 85°33'24" West, a distance of 272.54 feet to the Point of Beginning and containing 0.85 acres, more or less.

Zoning Reference Number: 15-02:

Map-Group-Parcel	Acres
078K-B01900	0.64
078K-B01901	0.21
TOTAL	+/- 0.85

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY
CITY ADMINISTRATOR/RECORDER

BY: _____
DR. KEN MOORE
MAYOR

PLANNING COMMISSION RECOMMENDED APPROVAL:

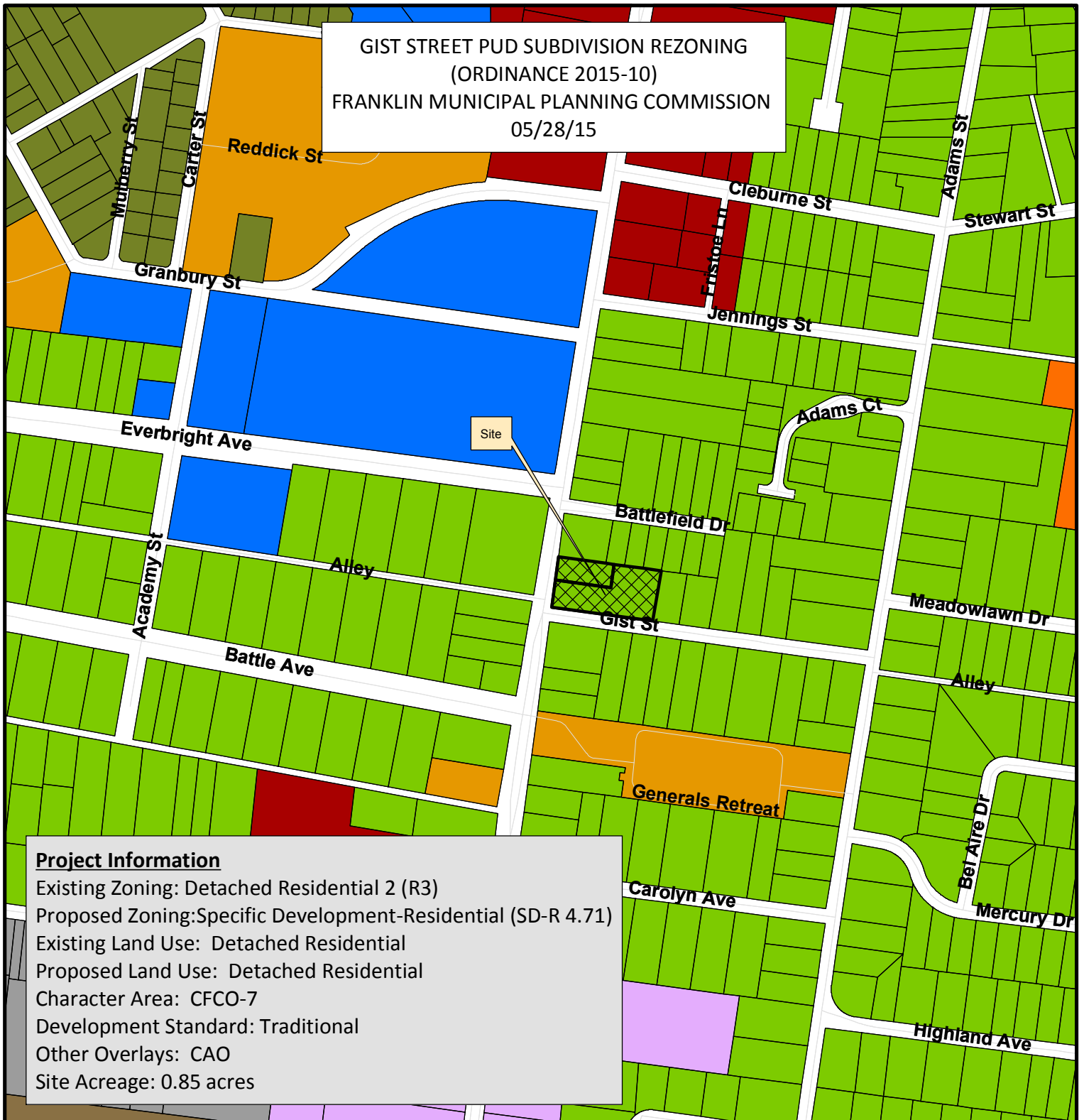
PASSED FIRST READING: 06-09-2015

PUBLIC HEARING HELD: 07-14-2015

PASSED SECOND READING: 07-14-2015

PASSED THIRD READING: 08-11-2015

GIST STREET PUD SUBDIVISION REZONING
(ORDINANCE 2015-10)
FRANKLIN MUNICIPAL PLANNING COMMISSION
05/28/15

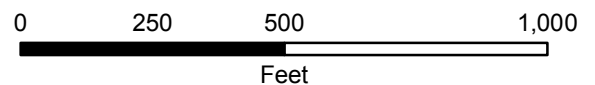


Project Information

Existing Zoning: Detached Residential 2 (R3)
 Proposed Zoning: Specific Development-Residential (SD-R 4.71)
 Existing Land Use: Detached Residential
 Proposed Land Use: Detached Residential
 Character Area: CFCO-7
 Development Standard: Traditional
 Other Overlays: CAO
 Site Acreage: 0.85 acres

Parcels selection

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



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Rezoning Request

for

Gist Street PUD Subdivision

A Planned Residential Development
Map 78K Group B Parcels 01900 and 01901
FRANKLIN, TN

OWNER/APPLICANT:
BOB BASS/CHARLES DEBRAY
204 LEWISBURG AVE
FRANKLIN, TN
BOB.BASS@COMCAST.NET

PLANNER/LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE, RLA
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN TN 37064
615.975.5765
greggamble209@gmail.com

ENGINEER:
CIVIL DESIGN CONSULTANTS, LLC
JARED R. GRAY, PE
8170 COLEY DAVIS ROAD
NASHVILLE, TN 37221
615.319.2734
jared@civilconsultants.net



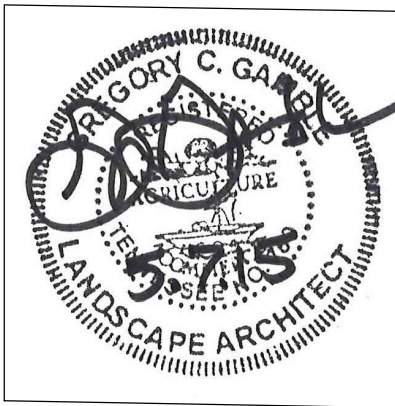
9TH CIVIL DISTRICT OF WILLIAMSON COUNTY
CITY OF FRANKLIN, TENNESSEE



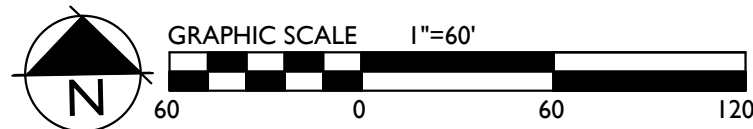
GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
PROJECT NO. 15006
greggamble209@gmail.com
615-975-5765

INDEX OF SHEETS

SHEET	DESCRIPTION
C 0.0	COVER SHEET AND LOCATION MAP
C 1.0	BOUNDARY MAP
C 2.0	EXISTING CONDITIONS / AERIAL



APRIL 13, 2015
REVISED: MAY 7, 2015



500' PROPERTY OWNERS OFFSET

EVERBRIGHT AVENUE

BATTLEFIELD DRIVE

COLUMBIA AVE - MAJOR ARTERIAL

BATTLE AVENUE

GIST STREET - LOCAL

FAIRGROUND STREET

SITE DATA:

PROJECT NAME:
PROJECT NUMBER:
SUBDIVISION:
LOT NUMBER:
ADDRESS:
CITY:
COUNTY:
STATE:
CIVIL DISTRICT:
MAP, GROUP, PARCEL NUMBERS:
EXISTING ZONING:
PROPOSED ZONING:

GIST STREET PUD SUBDIVISION
5636
GIST STREET PUD SUBDIVISION
NA
1365 & 1367 COLUMBIA AVE
FRANKLIN, TN
WILLIAMSON
TENNESSEE
9TH CIVIL DISTRICT
078K B 01900 & 01901
R3
SD-R (4.71)

CHARACTER AREA OVERLAY:
APPLICABLE DEVELOPMENT STANDARD:
TOTAL ACREAGE:
TOTAL SQUARE FOOTAGE:
MINIMUM REQUIRED SETBACKS:
FRONT YARD: 15'
REAR YARD: 30'
SIDE YARD: 5'

CFCO-7
CAO - COLUMBIA AVE OVERLAY
TRADITIONAL
0.85 AC
37,072.81 SF

OWNER/APPLICANT:
ADDRESS:
CONTACT:

BOB BASS/CHARLES DEBRAY
204 LEWISBURG AVE
FRANKLIN, TN 37064
BOB BASS

PLANNER/LANDSCAPE ARCHITECT:
ADDRESS:
OFFICE PHONE:
EMAIL ADDRESS:
CONTACT:

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

BUILDING SQUARE FOOTAGE:
BUILDING HEIGHT:
LANDSCAPE SURFACE RATIO:
MINIMUM LANDSCAPE RATIO:
INCOMPATIBLE-USE BUFFER REQUIRED:
MINIMUM PARKING REQUIRED:
EXISTING PARKING:
PARKING PROVIDED:
RESIDENTIAL DENSITY:

2 EXISTING SINGLE FAMILY HOMES
3 STORY MAX
40
20
NOT REQUIRED
2 PER HOME
N/A
2 PER HOME
4.71 DUA (4 SINGLE FAMILY DETACHED HOMES)
0.35 AC
0.35 AC
N/A
N/A

NOTE: NO SLOPES EXCEEDING 14% ON SITE

500' OFFSET NEIGHBORS LIST

PRCLID	Property Address	Owner	Zoning	Overlays	Standard	Current Use	Character Area
078J-D00500	1236 COLUMBIA AVE	WILLIAMSON COUNTY	Civic / Inst	CAO	Traditional	Institutional	CFCO
078J-E00300	103 EVERBRIGHT AVE	LEHEW CALVIN	R-3	CAO	Traditional	Institutional	CFCO
078J-E00301	105 EVERBRIGHT AVE	HOPPE PAUL T	R-3	CAO	Traditional	R-1	CFCO
078J-E00302	107 EVERBRIGHT AVE	BASS BOB	R-3	CAO	Traditional	R-1	CFCO
078J-E00303	109 EVERBRIGHT AVE	DANIEL THOMAS HUNTER	R-3	CAO	Traditional	R-1	CFCO
078J-E00400	1330 COLUMBIA AVE	BERGEY BETHANY JOY	R-3	CAO	Traditional	R-1	CFCO
078J-E00500	1332 COLUMBIA AVE	TRUBICA CINDY A	R-3	CAO	Traditional	R-1	CFCO
078J-E00600	1334 COLUMBIA AVE	DEL VALLE JOSEPH C	R-3	CAO	Traditional	R-1	CFCO
078J-E00700	1336 COLUMBIA AVE	YOUNG BRANDON J	R-3	CAO	Traditional	R-1	CFCO
078J-E00800	102 BATTLE AVE	VADEN WILSON	R-3	CAO	Traditional	R-1	CFCO
078J-E00900	104 BATTLE AVE	DENTON JOSHUA R CO-TR	R-3		Traditional	R-1	CFCO
078J-E01000	106 BATTLE AVE	MULLALLY ALISON C	R-3		Traditional	R-1	CFCO
078J-E01100	108 BATTLE AVE	SULLIVAN CURTIS W	R-3		Traditional	R-1	CFCO
078J-G02100	107 BATTLE AVE	CHESTER MARY FAGAN	R-3		Traditional	R-1	CFCO
078J-G02200	105 BATTLE AVE	HOOD GERALD O JR	R-3		Traditional	RM	CFCO
078J-G02300	1402 COLUMBIA AVE	STEVENS CHRISTOPHER	R-3	CAO	Traditional	R-1	CFCO
078J-G02301	1404 COLUMBIA AVE	CIVIL WAR PRESERVATION TRUST	SD-R	CAO	Traditional	Vacant	CFCO
078K-B01000	ADAMS ST	ADAMS SQUARE HOMEOWNERS ASSOC INC	R-3		Traditional	Reg/Open Space	CFCO
078K-B01002	213 ADAMS CT	HENDERSON THOMAS EDWARD	R-3		Traditional	R-1	CFCO
078K-B01003	217 ADAMS CT	POPE GREGORY	R-3		Traditional	R-1	CFCO
078K-B01004	221 ADAMS CT	MECKS JOSHUA C	R-3		Traditional	R-1	CFCO
078K-B01005	229 ADAMS CT	LEE MARK	R-3		Traditional	R-1	CFCO
078K-B01006	233 ADAMS CT	MUNSON WILLIAM	R-3		Traditional	R-1	CFCO
078K-B01007	230 ADAMS CT	FASTER ROBERT J	R-3		Traditional	R-1	CFCO
078K-B01008	222 ADAMS CT	BALLASH ADAM J	R-3		Traditional	R-1	CFCO
078K-B01009	218 ADAMS CT	MORGAN COSTA M LIV TRUST	R-3		Traditional	R-1	CFCO
078K-B01100	1318 ADAMS ST	PICARD JESSICA	R-3	CAO	Traditional	R-1	CFCO
078K-B01200	1324 ADAMS ST	COLTUCHER ELEANOR J	R-3	CAO	Traditional	R-1	CFCO
078K-B01300	1326 ADAMS ST	CHURCH FRANKLIN SOUTHERN METHODIST	R-3	CAO	Traditional	Institutional	CFCO
078K-B01301	1328 ADAMS ST	FOSTER FAMILY REAL EST PTNRSHP LP	R-3	CAO	Traditional	RM	CFCO
078K-B01400	1336 ADAMS ST	HASSALL HAROLD C	R-3	CAO	Traditional	R-1	CFCO
078K-B01500	201 GIST ST	GIST STREET PROPERTIES LLC	R-3		Traditional	R-1	CFCO
078K-B01600	117 GIST ST	KENDALL HENRY A	R-3		Traditional	R-1	CFCO
078K-B01601	121 GIST ST	JOHNSON CLIFFORD K	R-3		Traditional	R-1	CFCO
078K-B01700	113 GIST ST	STOKLEY RITA F	R-3		Traditional	R-1	CFCO
078K-B01800	111 GIST ST	HEITHCOCK BESSIE	R-3		Traditional	R-1	CFCO
078K-B01900	1367 COLUMBIA AVE	BASS BOB	R-3	CAO	Traditional	R-1	CFCO
078K-B01901	1365 COLUMBIA AVE	BASS BOB	R-3	CAO	Traditional	R-1	CFCO
078K-B02000	1361 COLUMBIA AVE	SENEHORN JOHN S	R-3	CAO	Traditional	R-1	CFCO
078K-B02100	102 BATTLEFIELD DR	STRICKLAND JOHN	R-3		Traditional	R-1	CFCO
078K-B02200	104 BATTLEFIELD DR	HUGHES BETTY J	R-3		Traditional	R-1	CFCO
078K-B02300	106 BATTLEFIELD DR	TWO ONES FARM PROP LLC	R-3		Traditional	R-1	CFCO
078K-B02400	108 BATTLEFIELD DR	ROBERTS JOHN E	R-3		Traditional	R-1	CFCO
078K-B02500	110 BATTLEFIELD DR	CLARK WILLIAM H	R-3		Traditional	R-1	CFCO
078K-B02600	112 BATTLEFIELD DR	WHITE VICKIE A	R-3		Traditional	R-1	CFCO
078K-B02800	111 BATTLEFIELD DR	PEWITT EVA C	R-3		Traditional	R-1	CFCO
078K-B02900	109 A BATTLEFIELD DR	HOSLER FRED W II	R-3		Traditional	R-1	CFCO
078K-B02901	109 BATTLEFIELD DR	LEHMAN JAY A	R-3		Traditional	R-1	CFCO
078K-B03000	107 BATTLEFIELD DR	HUMPHREYS JOHN J	R-3		Traditional	R-1	CFCO
078K-B03100	103 BATTLEFIELD DR	HOOD GERALD O JR	R-3		Traditional	R-1	CFCO
078K-B03200	1351 COLUMBIA AVE	PARNELL JUDY S	R-3	CAO	Traditional	R-1	CFCO
078K-B03300	1345 COLUMBIA AVE	COLLINS KIRSTEN PAIGE	R-3	CAO	Traditional	R-1	CFCO
078K-B03400	1337 COLUMBIA AVE	HODGES BENNETTA	R-3	CAO	Traditional	R-1	CFCO
078K-B03500	1327 COLUMBIA AVE	ESCATON LLC	R-3	CAO	Traditional	R-1	CFCO
078K-B03600	1317 COLUMBIA AVE	SMITHSON JAMES W	R-3	CAO	Traditional	R-1	CFCO
078K-C00100	1371 COLUMBIA AVE	MCDONALD JANE B	R-3	CAO	Traditional	R-1	CFCO
078K-C00101	GIST ST 102-104	COMER MICHAEL PAUL	R-3		Traditional	R-2	CFCO
078K-C00102	GIST ST 106-108	BORUM CYNTHIA COMER	R-3		Traditional	R-2	CFCO
078K-C00200	110 GIST ST	NUZUM CHARLES B	R-3		Traditional	R-1	CFCO
078K-C00300	112 GIST ST	REED ROY	R-3		Traditional	R-1	CFCO
078K-C00400	114 GIST ST	RUTLEDGE DARIN K	R-3		Traditional	R-1	CFCO
078K-C00500	200 GIST ST	ELLIS JAZMINFLORA	R-3		Traditional	R-2	CFCO
078K-C00600	206 GIST ST	BARNETT PHIL	R-3		Traditional	R-1	CFCO
078K-C00601	204 GIST ST	MCOTS CAROLYN J	R-3		Traditional	R-1	CFCO
078K-C00700	1400 ADAMS ST	FRENCH JAMES DAVIDSON	R-3		Traditional	R-1	CFCO
078K-C00800	1404 ADAMS ST	KREADY EUNETTA M	R-3		Traditional	R-1	CFCO
078K-C00900	GENERALS RETREAT PLACE	FORD MIKE CUSTOM BUILDERS LLC	SD-R	CAO	Traditional	RM	CFCO
078K-C01000	201 CAROLYN AVE	LANNIER STEPHANIE LAUREN	R-3		Traditional	R-1	CFCO
078K-C01700	109 CAROLYN AVE	GORE TOM J JR	R-3		Traditional	R-1	CFCO
078K-C01800	107 CAROLYN AVE	KEETER LAURA K	R-3		Traditional	R-1	CFCO
078K-C01900	105 CAROLYN AVE	DAVIS DAVID H	R-3		Traditional	R-1	CFCO
078K-C02200	1447 COLUMBIA AVE	REYNOLDS PATRICIA A	R-3	CAO	Traditional	R-1	CFCO
078K-C02300	1439 COLUMBIA AVE	BRANDON KIMBERLY H	R-3	CAO	Traditional	R-1	CFCO
078K-C02400	1375 COLUMBIA AVE	HUTCHINSON SCOTT G	R-3	CAO	Traditional	R-2	CFCO
078K-C02500	1373 COLUMBIA AVE	ALEXANDER HUDSON	R-3	CAO	Traditional	R-1	CFCO

Revisions:
5.7.2015

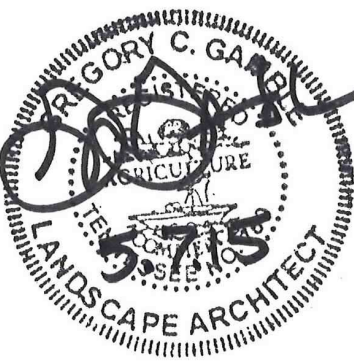
Drawing Notes:



GAMBLE
DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
Date: APRIL 13, 2015

GIST STREET PUD SUBDIVISION
REZONING REQUEST
Parcels 19 & 19.01 on Map 78K B
Franklin, Williamson County, Tennessee



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

BOUNDARY
SURVEY

C 1.0



Consolidated Property Description
Map 78K, Group B, Parcels 19.00 & 19.01
Franklin, Williamson County, Tennessee

Property being a consolidation of the Bob Bass and Charles DeBray properties as of record in Deed Book 2071 Page 933 and Deed Book 2071, Page 944, Register's Office for Williamson County, Tennessee, located in the northeast corner of Columbia Avenue and Gist Street, being more particularly described as follows:
Beginning at an iron pin, found, located the intersection of right of way for Columbia Avenue and Gist Street; thence with said right of way for Columbia Avenue North 05°25'56" East, a distance of 136.54 feet to the southwest corner of Lot 4, "Battlefield Subdivision" as of record in Plot Book 1, Page 105, and being the northwest corner of the herein described tract; thence with the south boundary of Battlefield Subdivision and with Lots 4, 11, 12, and 13, South 85°35'53" East, a distance of 270.09 feet, being the northwest corner of the Bessie Winchester Heathcock property as of record in Deed Book 189, Page 20, and the northeast corner of the herein described tract; thence with the west boundary of said Heathcock, South 04°24'07" West, a distance of 136.71 feet to the southwest corner of said Heathcock located in the north right of way for Gist Street and being the southeast corner of the herein described tract; thence with said right of way North 85°33'24" West, a distance of 272.54 feet to the Point of Beginning and containing 0.85 acres, more or less.

SITE DATA:

PROJECT NAME: GIST STREET PUD SUBDIVISION
PROJECT NUMBER: 5836
SUBDIVISION: GIST STREET PUD SUBDIVISION
LOT NUMBER: 1365 & 1367 COLUMBIA AVE
ADDRESS: FRANKLIN, TN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 9TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS: 078K B 01900 & 01901
EXISTING ZONING: R3
PROPOSED ZONING: SD-R (4.71)
CHARACTER AREA OVERLAY: CFCO-7
CAO - COLUMBIA AVE OVERLAY
APPLICABLE DEVELOPMENT STANDARD: TRADITIONAL
TOTAL ACREAGE: 0.85 AC
TOTAL SQUARE FOOTAGE: 37,072.81 SF
MINIMUM REQUIRED SETBACKS: FRONT YARD: 15'
REAR YARD: 30'
SIDE YARD: 5'
OWNER/APPLICANT: BOB BASS/CHARLES DEBRAY
ADDRESS: 204 LEWISBURG AVE
FRANKLIN, TN 37064
CONTACT: BOB BASS
PLANNER/LANDSCAPE ARCHITECT: GAMBLE DESIGN COLLABORATIVE
ADDRESS: 144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TN 37064
OFFICE PHONE: 615.975.5765
EMAIL ADDRESS: greggambledesign@gmail.com
CONTACT: GREG GAMBLE
BUILDING SQUARE FOOTAGE: 2 EXISTING SINGLE FAMILY HOMES
BUILDING HEIGHT: 3 STORY MAX
LANDSCAPE SURFACE RATIO: 40
MINIMUM LANDSCAPE RATIO: 20
INCOMPATIBLE-USE BUFFER REQUIRED: NOT REQUIRED
MINIMUM PARKING REQUIRED: 2 PER HOME
EXISTING PARKING: N/A
PARKING PROVIDED: 2 PER HOME
RESIDENTIAL DENSITY: 4.71 DUA (4 SINGLE FAMILY DETACHED HOMES)
EXISTING TREE CANOPY: 0.35 AC
PRESERVED TREE CANOPY: 0.35 AC
PARKLAND: N/A
OPEN SPACE: N/A
NOTE: NO SLOPES EXCEEDING 14% ON SITE

STATEMENT OF IMPACTS

WATER
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN
SEWER
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN CONNECTION AT MANHOLE LOCATED ON GIST STREET
DRAINAGE FACILITIES
PROPERTY DRAINS TO THE NORTHEAST
POLICE AND FIRE
FRANKLIN FIRE DEPT STATION 5 - 1.1 MILES
COLUMBIA AVE POLICE STATION - 0.6 MILES
RECREATION FACILITIES
ASSAULT ON THE COTTON GIN HISTORIC PARK - 0.2 MILES
PROJECTED STUDENT POPULATION
THE STUDENT POPULATION IS PROJECTED AT A RATE OF .64 STUDENTS PER HOME: 4 x .64 = 3 STUDENTS
FRANKLIN ELEMENTARY SCHOOL
FREEDOM MIDDLE SCHOOL
CENTENNIAL HIGH SCHOOL
REFUSE COLLECTION
REFUSE COLLECTION SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN SOLID WASTE.
RESTRICTIVE COVENANTS
NO HOA WILL BE ESTABLISHED FOR THIS SUBDIVISION
MINERAL RIGHTS
NO THIRD PARTY MINERAL RIGHTS ARE ASSOCIATED WITH THIS PROPERTY.

CONNECTIVITY INDEX

ALL STREETS ARE EXISTING. NO NEW STREET NETWORK PROPOSED.

PARKLAND DEDICATION

N/A UNDER THRESHOLD

LAND USE PLAN COMPLIANCE

CHARACTER AREA OVERLAY: CFCO-7
APPLICABLE DEVELOPMENT STANDARD: TRADITIONAL
THE EXISTING HOMES ALONG COLUMBIA WILL REMAIN AND TWO SINGLE FAMILY RESIDENTIAL LOTS WILL BE ADDED ON GIST STREET ACROSS THE STREET FROM SIMILAR RESIDENTIAL LOTS. THE HOMES FRONTING COLUMBIA COULD CONVERT TO COMMERCIAL USE IN THE FUTURE.

LOCAL COMPATIBILITY

NEIGHBORING LOTS ON THE GIST STREET BLOCK RANGE FROM 5,676 SF TO 11,101 SQUARE FEET, WITH DEPTHS RANGING FROM 119' TO 137' AND WIDTHS FROM 46' TO 104'. THE GIST SUBDIVISION PROPOSED LOTS AVERAGE 7,519 SF WITH A DEPTH OF 137' AND WIDTH OF 55'.
FRONT SETBACKS ON GIST STREET AND ADJACENT BATTLEFIELD DRIVE RANGE FROM 11' TO 46' WHILE THE PROPOSED GIST STREET LOT FRONT SETBACKS ARE SET AT 29.5'.

TRIP GENERATION

LAND USE CODE 210 - 4 RESIDENCES (2 EXISTING AND 2 PROPOSED)

AVERAGE DAILY TRAFFIC 22
DAILY ENTER 11
DAILY EXIT 11
AM PEAK HOUR TOTAL 2
AM PEAK HOUR ENTER 1
AM PEAK HOUR EXIT 1
MID PEAK HOUR TOTAL 2
MID PEAK HOUR ENTER 1
MID PEAK HOUR EXIT 1
PM PEAK HOUR TOTAL 2
PM PEAK HOUR ENTER 1
PM PEAK HOUR EXIT 1

TREE CANOPY RETENTION			
TREE AREA	EXISTING	REMOVED	RETAINED
TA 1	4923 SF	0 SF	4923 SF
TA 2	893 SF	0 SF	893 SF
TA 3	4777 SF	0 SF	4777 SF
TA 4	1301 SF	0 SF	1301 SF
TA 5	3148 SF	0 SF	3148 SF
TOTAL SF	15,042 SF	0 SF	15,042 SF
TOTAL ACRES	0.35 AC	0 AC	0.35 AC
TREE CANOPY DATA			
EXISTING TREE CANOPY: 15,042 SF			
15,042 SF/37,072.81 SF = .41 (41%) OF TOTAL SITE			
REQUIRED CANOPY PRESERVATION = 45% OF TOTAL CANOPY			
15,042 SF * 45% = 6,768.9 SF			
PROVIDED CANOPY PRESERVED = 15,042 SF (100%) OF TOTAL EXISTING CANOPY			

SPECIMEN TREE LIST

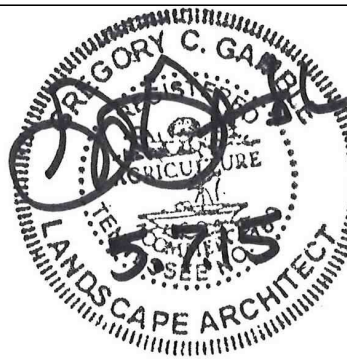
Number	Type	Size	Health	Status
1	MAPLE	24"	GOOD	
2	MAPLE	24"	GOOD	
3	MAPLE	30"	GOOD	
4	POPLAR	36"	GOOD	
5	MAPLE	36"	GOOD	
6	ELM	24"	GOOD	
7	POPLAR	24"	GOOD	
8	WALNUT	26"	POOR	
9	WALNUT	26"	POOR	

Revisions:
5.7.2015

Drawing Notes:

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
Date: APRIL 13, 2015

GIST STREET PUD SUBDIVISION
REZONING REQUEST
Parcels 19 & 19.01 on Map 78K B
Franklin, Williamson County, Tennessee



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

EXISTING
CONDITIONS

C 2.0

RESOLUTION 2015-30

A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR THE GIST STREET PUD SUBDIVISION, LOCATED AT 1365 AND 1367 COLUMBIA AVENUE, BY THE CITY OF FRANKLIN, TENNESSEE.

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, meeting in regular session this _____ day of _____, 2014:

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

Map--Parcel	Acres
078K-B01900	0.64
078K-B01901	0.21
TOTAL	± 0.85

Property being a consolidation of the Bob Bass and Charles DeBray properties as of record in Deed Book 2071 Page 933 and Deed Book 2071, Page 944, Register's Office for Williamson County, Tennessee, located in the northeast corner of Columbia Avenue and Gist Street, being more particularly described as follows;

Beginning at an iron pin, found, located the intersection of right of way for Columbia Avenue and Gist Street; thence with said right of way for Columbia Avenue North 05°25'56" East, a distance of 136.54 feet to the southwest corner of Lot 4, "Battlefield Subdivision" as of record in Plat Book 1, Page 105,

and being the northwest corner of the herein described tract; thence with the south boundary of Battlefield Subdivision and with Lots 4, 11, 12, and 13, South 85°35'53" East, a distance of 270.09 feet, being the northwest corner of the Bessie Winchester Heithcock property as of record in Deed Book 189. Page 20, and the northeast corner of the herein described tract; thence with the west boundary of said Heithcock, South 04°24'07" West, a distance of 136.71 feet to the southwest corner of said Heithcock located in the north right of way for Gist Street and being the southeast corner of the herein described tract; thence with said right of way North 85°33'24" West, a distance of 272.54 feet to the Point of Beginning and containing 0.85 acres, more or less.

2. That the overall entitlements for the Gist Street PUD Subdivision are as follows:

Entitlements	Township PUD Subdivision
Base Zone	R3
Character Area Overlay	CFCO-7
Other Zoning Overlays	Columbia Avenue Overlay (CAO)
Number of Dwelling Units	4
Number of Nonresidential Square Footage	n/a
Connectivity Index	n/a
Development Standard	Traditional
Open Space Requirements	Formal: 0.04 acres Informal: Total: 0.04 acres

3. That the Development Plan, the exhibits accompanying the Development Plan, and all conditions and restrictions placed upon the Development Plan by the Franklin Municipal Planning Commission and this Board shall be made a part of this Resolution as though copied verbatim herein, and that a permanent record of the Development Plan, the exhibits accompanying the Development Plan, and all such conditions and restrictions shall be kept in the Franklin Planning Department.
4. That this Resolution shall take effect from and after its passage on its first and final reading, the health, safety, and welfare of the citizens requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC STUCKEY
CITY ADMINISTRATOR

BY: _____
DR. KEN MOORE
MAYOR

PREAPPLICATION CONFERENCE: 03/24/15

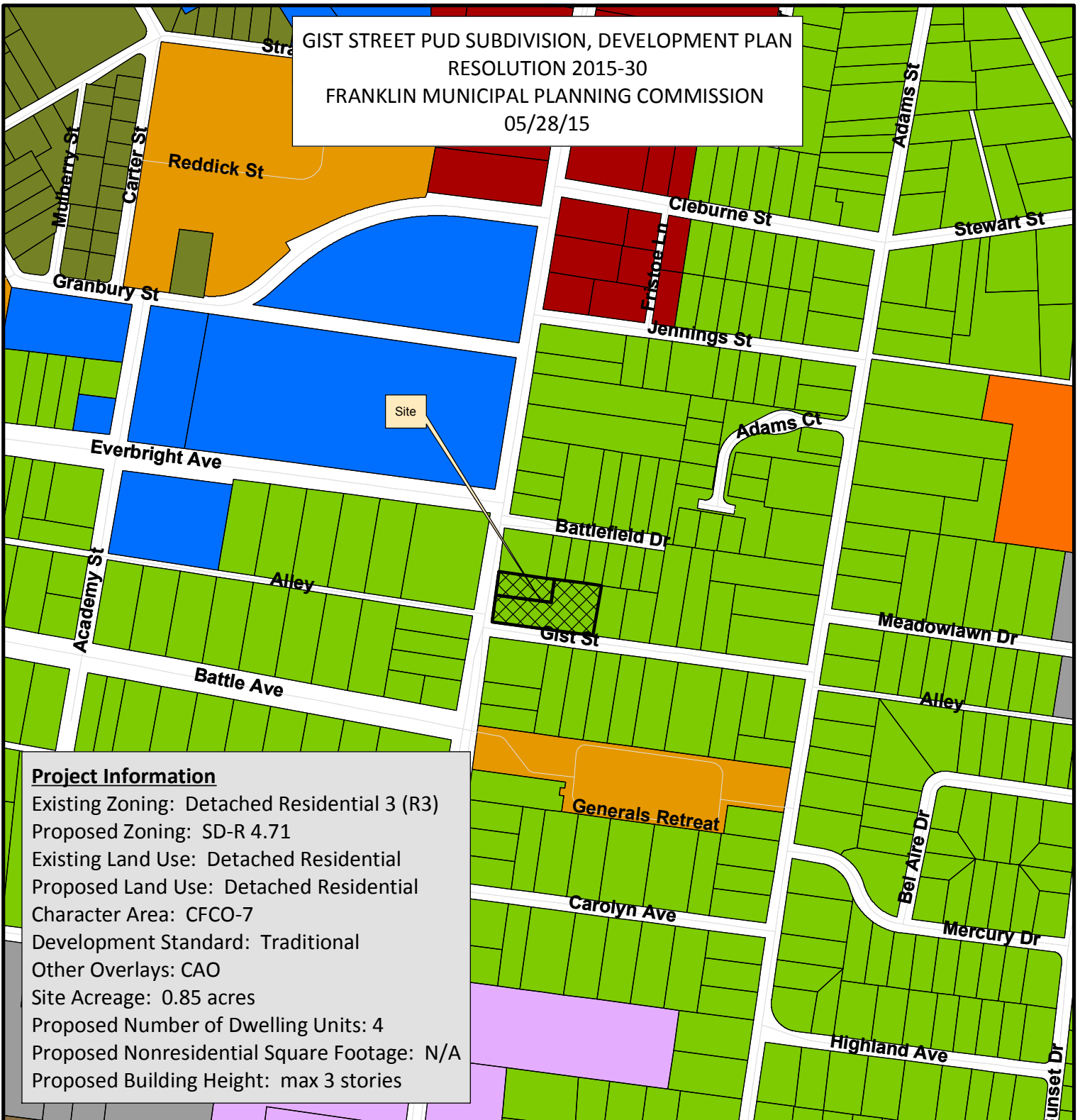
BOMA/FMPC JOINT CONCEPTUAL WORKSHOP: 03/26/15

NEIGHBORHOOD MEETING: 03/30/15

PLANNING COMMISSION RECOMMENDED APPROVAL: 05/28/15

PUBLIC HEARING AND BOMA APPROVAL:

GIST STREET PUD SUBDIVISION, DEVELOPMENT PLAN
 RESOLUTION 2015-30
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 05/28/15

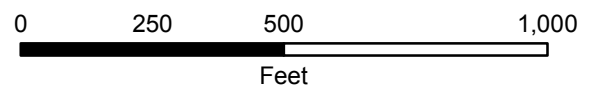


Project Information

Existing Zoning: Detached Residential 3 (R3)
 Proposed Zoning: SD-R 4.71
 Existing Land Use: Detached Residential
 Proposed Land Use: Detached Residential
 Character Area: CFCO-7
 Development Standard: Traditional
 Other Overlays: CAO
 Site Acreage: 0.85 acres
 Proposed Number of Dwelling Units: 4
 Proposed Nonresidential Square Footage: N/A
 Proposed Building Height: max 3 stories

Parcels selection

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



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 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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CONDITIONS OF APPROVAL:

Engineering - PUD Plan Checklist**General Comments****1. F. Development Plan**

- The applicant has not addressed the issue "The applicant shall place on the development plans his request and justification for an Engineering MOS for substandard driveway spacing along Gist Street." The distance between the driveways on lots 1 and 2 will require a Modification of Standards for the substandard driveway spacing of less than 20' between the radius returns on adjacent lots.

2. D. Statement of Impacts

- Applicant shall provide a statment on the plans describing the anticipated impact on water, sewer, re-claimed water, and drainage facilities, including expected needs in total gallons per day (where appropriate). The information provided in the previous response is appreciated, but should be shown on the plans as well,

Fire-Planning**Gist PUD Development Plan.pdf****3. Fire Protection**

- The previous comment requesting fire flow results has not been addressed.

The applicant shall provide the results of a full demand fire flow test.

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

Planning**Gist PUD Development Plan.pdf****4. Sidewalks**

- The applicant shall clarify in the general notes section of sheet C3.0 that sidewalk requirements will be met with a combination of installation and fee-in-lieu payment.

Gist Street PUD Dev Plan 5.7.2015.pdf**5. Open Space**

- The applicant shall revise the Site Data Chart to show the amount of open space required (5% of 0.85 acres = 0.0425 acres or 1,851 square feet), and clearly note that because the total formal open space set-aside is less than the minimum size of an individual open space (5,000 square feet), formal open space is not required on this development.

6. Land Use Compliance Statement

- The applicant shall remove the statement "the homes fronting Columbia could convert to commercial use in the future" from the paragraph under "Land Use Plan Compliance". Under both the current and proposed zoning, commercial uses would not be permitted and should not be considered in terms of land use compliance.

Gist Street Subdivision Development Plan 4.13.2015.pdf**7. Project number**

- The applicant shall list the COF project number, 5836, on all sheets of the resubmittal.

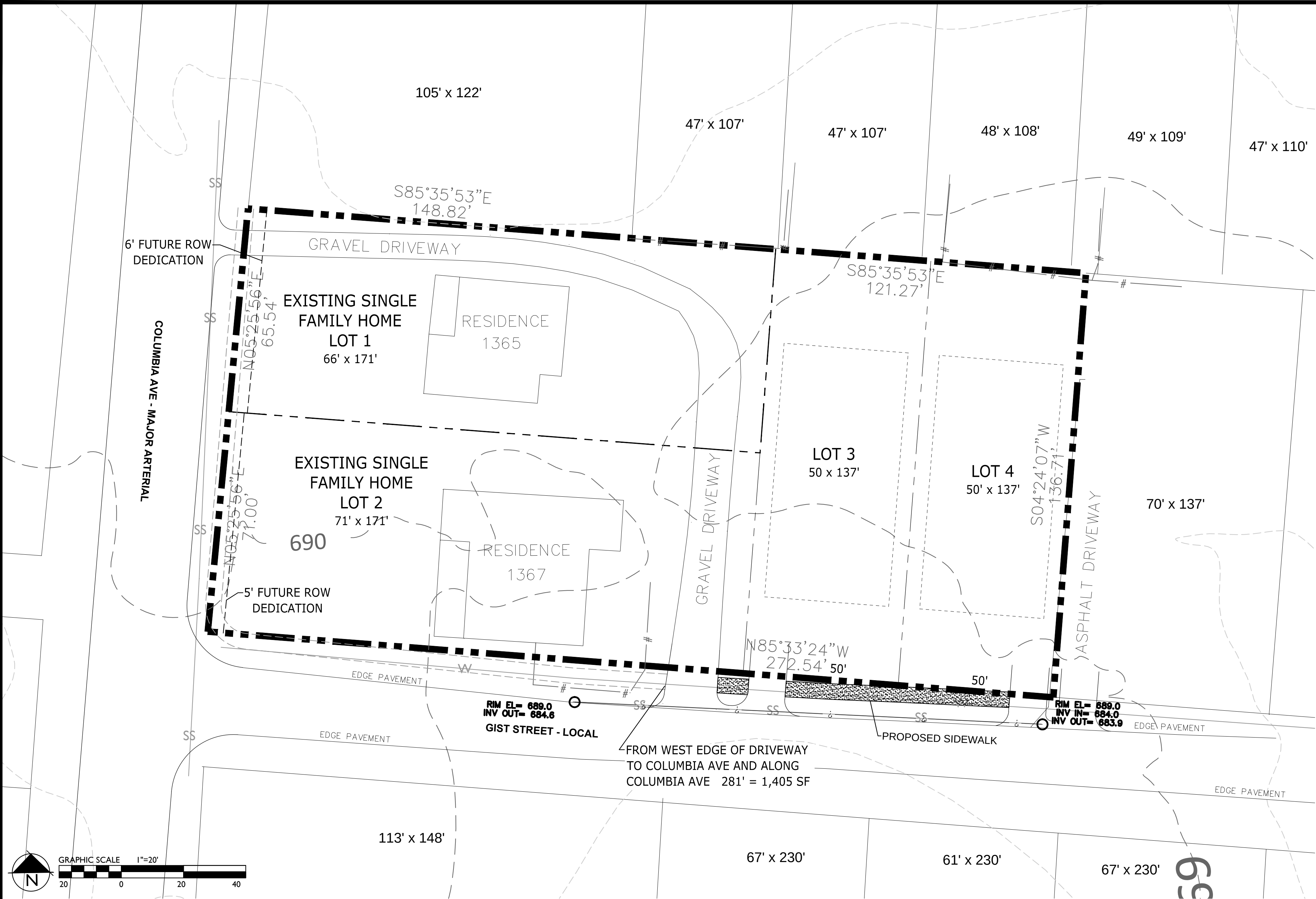
Planning (Landscape)**General Comments****8. Tree Protection Fence**

- Applicant shall indicate where tree protection fencing will be located on plans. Will it be possible to save both 36" cal. Walnut trees along Gist Street?

Water/Sewer**General Comments**

9. Utilities

- Applicant shall clarify existing waterline, currently the waterline is shown crossing the property. That doesn't seem correct the label seems to be pointing at a lot line. Applicant shall clarify and correct the water line location shown on the plan.



SITE DATA:	
PROJECT NAME:	GIST STREET PUD SUBDIVISION
PROJECT NUMBER:	5836
SUBDIVISION:	GIST STREET PUD SUBDIVISION
LOT NUMBER:	NA
ADDRESS:	1365 & 1367 COLUMBIA AVE
CITY:	FRANKLIN, TN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	9TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	078K B 01900 & 01901
EXISTING ZONING:	R3
PROPOSED ZONING:	SD-R (4.71)
CHARACTER AREA OVERLAY:	CFCO-7
APPLICABLE DEVELOPMENT STANDARD:	CAO - COLUMBIA AVE OVERLAY
TOTAL ACREAGE:	TRADITIONAL
TOTAL SQUARE FOOTAGE:	0.85 AC
MINIMUM REQUIRED SETBACKS:	37,072.81 SF
	FRONT YARD: 29.5'
	REAR YARD: 30'
	SIDE YARD: 5'
OWNER/APPLICANT:	BOB BASS/CHARLES DEBRAY
ADDRESS:	204 LEWISBURG AVE
CONTACT:	FRANKLIN, TN 37064
	BOB BASS
PLANNER/LANDSCAPE ARCHITECT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	144 SOUTHEAST PARKWAY
	SUITE 200
	FRANKLIN, TN 37064
OFFICE PHONE:	615.975.5765
EMAIL ADDRESS:	greggambledc209@gmail.com
CONTACT:	GREG GAMBLE
BUILDING SQUARE FOOTAGE:	2 EXISTING SINGLE FAMILY HOMES
BUILDING HEIGHT:	3 STORY MAX
LANDSCAPE SURFACE RATIO:	.40
MINIMUM LANDSCAPE RATIO:	.20
INCOMPATIBLE-USE BUFFER REQUIRED:	NOT REQUIRED
MINIMUM PARKING REQUIRED:	2 PER HOME
EXISTING PARKING:	N/A
PARKING PROVIDED:	2 PER HOME
RESIDENTIAL DENSITY:	4.71 DUA (4 SINGLE FAMILY DETACHED HOMES)
EXISTING TREE CANOPY:	0.35 AC
PRESERVED TREE CANOPY:	0.35 AC
PARKLAND:	N/A
OPEN SPACE:	N/A

STATEMENT OF IMPACTS

WATER
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN

SEWER
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN CONNECTION AT MANHOLE LOCATED ON GIST STREET

DRAINAGE FACILITIES
PROPERTY DRAINS TO THE NORTHEAST

POLICE AND FIRE
FRANKLIN FIRE DEPT STATION 5 - 1.1 MILES
COLUMBIA AVE POLICE STATION - 0.6 MILES

RECREATION FACILITIES
ASSAULT ON THE COTTON GIN HISTORIC PARK - 0.2 MILES

PROJECTED STUDENT POPULATION
THE STUDENT POPULATION IS PROJECTED AT A RATE OF: 64 STUDENTS
PER HOME: 4 x .64 = 3 STUDENTS
FRANKLIN ELEMENTARY SCHOOL
FREEDOM MIDDLE SCHOOL
CENTENNIAL HIGH SCHOOL

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

RESTRICTIVE COVENANTS
NO HOA WILL BE ESTABLISHED FOR THIS SUBDIVISION

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

CONNECTIVITY INDEX

ALL STREETS ARE EXISTING. NO NEW STREET NETWORK PROPOSED.

PARKLAND DEDICATION
N/A UNDER THRESHOLD

LAND USE PLAN COMPLIANCE

CHARACTER AREA OVERLAY: CFCO-7
APPLICABLE DEVELOPMENT STANDARD: TRADITIONAL

THE EXISTING HOMES ALONG COLUMBIA WILL REMAIN AND TWO SINGLE FAMILY RESIDENTIAL LOTS WILL BE ADDED ON GIST STREET ACROSS THE STREET FROM SIMILAR RESIDENTIAL LOTS. THE HOMES FRONTING COLUMBIA COULD CONVERT TO COMMERCIAL USE IN THE FUTURE.

LOCAL COMPATIBILITY

NEIGHBORING LOTS ON THE GIST STREET BLOCK RANGE FROM 5,676 SF TO 11,101 SQUARE FEET, WITH DEPTHS RANGING FROM 119' TO 137' AND WIDTHS FROM 46' TO 104'. THE GIST SUBDIVISION PROPOSED LOTS AVERAGE 7,519 SF WITH A DEPTH OF 137' AND WIDTH OF 55'.

FRONT SETBACKS ON GIST STREET AND ADJACENT BATTLEFIELD DRIVE RANGE FROM 11' TO 46' WHILE THE PROPOSED GIST STREET LOT FRONT SETBACKS ARE SET AT 29.5'.

TRIP GENERATION	
LAND USE CODE 210 - 4 RESIDENCES (2 EXISTING AND 2 PROPOSED)	
AVERAGE DAILY TRAFFIC	22
DAILY ENTER	11
DAILY EXIT	11
AM PEAK HOUR TOTAL	2
AM PEAK HOUR ENTER	1
AM PEAK HOUR EXIT	1
MID PEAK HOUR TOTAL	2
MID PEAK HOUR ENTER	1
MID PEAK HOUR EXIT	1
PM PEAK HOUR TOTAL	2
PM PEAK HOUR ENTER	1
PM PEAK HOUR ENTER	1

Revisions:
5.7.2015

Drawing Notes:

GDC

GAMBLE

DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

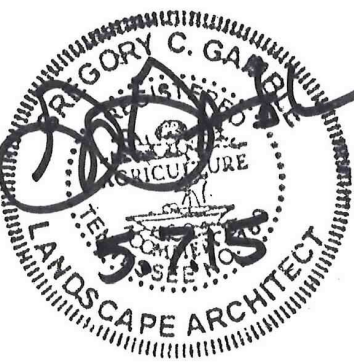
Date: APRIL 13, 2015

GIST STREET PUD SUBDIVISION

DEVELOPMENT PLAN

Parcels 19 & 19.01 on Map 78K B

Franklin, Williamson County, Tennessee



GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggambledc209@gmail.com
615.975.5765

DEVELOPMENT
PLAN

C 3.0

Development Plan for Gist Street PUD Subdivision

A Planned Residential Development
Map 78K Group B Parcels 01900 and 01901
FRANKLIN, TN

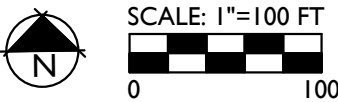
OWNER/APPLICANT:
BOB BASS/CHARLES DEBRAY
204 LEWISBURG AVE
FRANKLIN, TN
BOB.BASS@COMCAST.NET

PLANNER/LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE, RLA
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN TN 37064
615.975.5765
greggamble209@gmail.com

ENGINEER:
CIVIL DESIGN CONSULTANTS, LLC
JARED R. GRAY, PE
8170 COLEY DAVIS ROAD
NASHVILLE, TN 37221
615.319.2734
jared@civilconsultants.net



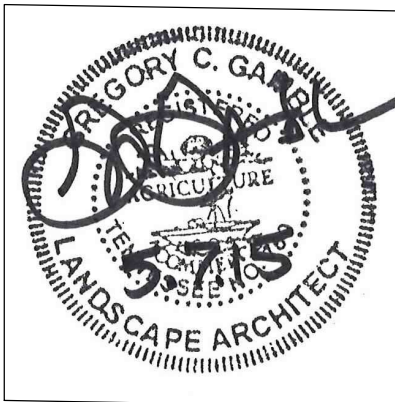
9TH CIVIL DISTRICT OF WILLIAMSON COUNTY
CITY OF FRANKLIN, TENNESSEE



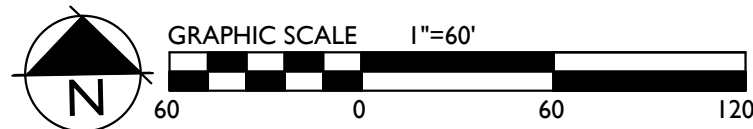
GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
PROJECT NO. 15006
greggamble209@gmail.com
615-975-5765

INDEX OF SHEETS

SHEET	DESCRIPTION
C 0.0	COVER SHEET AND LOCATION MAP
C 1.0	BOUNDARY MAP
C 2.0	EXISTING CONDITIONS / AERIAL
C 3.0	DEVELOPMENT PLAN
C 4.0	TREE PRESERVATION PLAN
C 5.0	STORM WATER PLAN
C 6.0	GRADING / DRAINAGE / UTILITY PLAN
A 1.0	ARCHITECTURAL ELEVATION



APRIL 13, 2015
REVISED: MAY 7, 2015



500' PROPERTY OWNERS OFFSET

EVERBRIGHT AVENUE

BATTLEFIELD DRIVE

COLUMBIA AVE - MAJOR ARTERIAL

BATTLE AVENUE

GIST STREET - LOCAL

FAIRGROUND STREET

SITE DATA:

PROJECT NAME:
PROJECT NUMBER:
SUBDIVISION:
LOT NUMBER:
ADDRESS:
CITY:
COUNTY:
STATE:
CIVIL DISTRICT:
MAP, GROUP, PARCEL NUMBERS:
EXISTING ZONING:
PROPOSED ZONING:

GIST STREET PUD SUBDIVISION
5636
GIST STREET PUD SUBDIVISION
NA
1365 & 1367 COLUMBIA AVE
FRANKLIN, TN
WILLIAMSON
TENNESSEE
9TH CIVIL DISTRICT
078K B 01900 & 01901
R3
SD-R (4.71)

CHARACTER AREA OVERLAY:
APPLICABLE DEVELOPMENT STANDARD:
TOTAL ACREAGE:
TOTAL SQUARE FOOTAGE:
MINIMUM REQUIRED SETBACKS:
FRONT YARD: 15'
REAR YARD: 30'
SIDE YARD: 5'

CFCO-7
CAO - COLUMBIA AVE OVERLAY
TRADITIONAL
0.85 AC
37,072.81 SF

OWNER/APPLICANT:
ADDRESS:
CONTACT:

BOB BASS/CHARLES DEBRAY
204 LEWISBURG AVE
FRANKLIN, TN 37064
BOB BASS

PLANNER/LANDSCAPE ARCHITECT:
ADDRESS:
OFFICE PHONE:
EMAIL ADDRESS:
CONTACT:

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

BUILDING SQUARE FOOTAGE:
BUILDING HEIGHT:
LANDSCAPE SURFACE RATIO:
MINIMUM LANDSCAPE RATIO:
INCOMPATIBLE-USE BUFFER REQUIRED:
MINIMUM PARKING REQUIRED:
EXISTING PARKING:
PARKING PROVIDED:
RESIDENTIAL DENSITY:

2 EXISTING SINGLE FAMILY HOMES
3 STORY MAX
40
20
NOT REQUIRED
2 PER HOME
N/A
2 PER HOME
4.71 DUA (4 SINGLE FAMILY DETACHED HOMES)
0.35 AC
0.35 AC
N/A
N/A

NOTE: NO SLOPES EXCEEDING 14% ON SITE

500' OFFSET NEIGHBORS LIST

PRCLID	Property Address	Owner	Zoning	Overlays	Standard	Current Use	Character Area
078J-D00500	1236 COLUMBIA AVE	WILLIAMSON COUNTY	Civic / Inst	CAO	Traditional	Institutional	CFCO
078J-E00300	103 EVERBRIGHT AVE	LEHEW CALVIN	R-3	CAO	Traditional	Institutional	CFCO
078J-E00301	105 EVERBRIGHT AVE	HOPPE PAUL T	R-3	CAO	Traditional	R-1	CFCO
078J-E00302	107 EVERBRIGHT AVE	BASS BOB	R-3	CAO	Traditional	R-1	CFCO
078J-E00303	109 EVERBRIGHT AVE	DANIEL THOMAS HUNTER	R-3	CAO	Traditional	R-1	CFCO
078J-E00400	1330 COLUMBIA AVE	BERGEY BETHANY JOY	R-3	CAO	Traditional	R-1	CFCO
078J-E00500	1332 COLUMBIA AVE	TRUBICA CINDY A	R-3	CAO	Traditional	R-1	CFCO
078J-E00600	1334 COLUMBIA AVE	DEL VALLE JOSEPH C	R-3	CAO	Traditional	R-1	CFCO
078J-E00700	1336 COLUMBIA AVE	YOUNG BRANDON J	R-3	CAO	Traditional	R-1	CFCO
078J-E00800	102 BATTLE AVE	VADEN WILSON	R-3	CAO	Traditional	R-1	CFCO
078J-E00900	104 BATTLE AVE	DENTON JOSHUA R CO-TR	R-3		Traditional	R-1	CFCO
078J-E01000	106 BATTLE AVE	MULLALLY ALISON C	R-3		Traditional	R-1	CFCO
078J-E01100	108 BATTLE AVE	SULLIVAN CURTIS W	R-3		Traditional	R-1	CFCO
078J-G02100	107 BATTLE AVE	CHESTER MARY FAGAN	R-3		Traditional	R-1	CFCO
078J-G02200	105 BATTLE AVE	HOOD GERALD D JR	R-3		Traditional	RM	CFCO
078J-G02300	1402 COLUMBIA AVE	STEVENS CHRISTOPHER	R-3	CAO	Traditional	R-1	CFCO
078J-G02301	1404 COLUMBIA AVE	CIVIL WAR PRESERVATION TRUST	SD-R	CAO	Traditional	Vacant	CFCO
078K-B01000	ADAMS ST	ADAMS SQUARE HOMEOWNERS ASSOC INC	R-3		Traditional	Reg/Open Space	CFCO
078K-B01002	213 ADAMS CT	HENDERSON THOMAS EDWARD	R-3		Traditional	R-1	CFCO
078K-B01003	217 ADAMS CT	POPE GREGORY	R-3		Traditional	R-1	CFCO
078K-B01004	221 ADAMS CT	MECKS JOSHUA C	R-3		Traditional	R-1	CFCO
078K-B01005	229 ADAMS CT	LEE MARK	R-3		Traditional	R-1	CFCO
078K-B01006	233 ADAMS CT	MUNSON WILLIAM	R-3		Traditional	R-1	CFCO
078K-B01007	230 ADAMS CT	FASTER ROBERT J	R-3		Traditional	R-1	CFCO
078K-B01008	222 ADAMS CT	BALLASH ADAM J	R-3		Traditional	R-1	CFCO
078K-B01009	218 ADAMS CT	MORGAN COSTA M LIV TRUST	R-3		Traditional	R-1	CFCO
078K-B01100	1318 ADAMS ST	PICARD JESSICA	R-3	CAO	Traditional	R-1	CFCO
078K-B01200	1324 ADAMS ST	COLTUCHER ELEANOR J	R-3	CAO	Traditional	R-1	CFCO
078K-B01300	1326 ADAMS ST	CHURCH FRANKLIN SOUTHERN METHODIST	R-3	CAO	Traditional	Institutional	CFCO
078K-B01301	1328 ADAMS ST	FOSTER FAMILY REAL EST PTNRSHP LP	R-3	CAO	Traditional	RM	CFCO
078K-B01400	1336 ADAMS ST	HASSALL HAROLD C	R-3	CAO	Traditional	R-1	CFCO
078K-B01500	201 GIST ST	GIST STREET PROPERTIES LLC	R-3		Traditional	R-1	CFCO
078K-B01600	117 GIST ST	KENDALL HENRY A	R-3		Traditional	R-1	CFCO
078K-B01601	121 GIST ST	JOHNSON CLIFFORD K	R-3		Traditional	R-1	CFCO
078K-B01700	113 GIST ST	STOKLEY RITA F	R-3		Traditional	R-1	CFCO
078K-B01800	111 GIST ST	HEITHCOCK BESSIE	R-3		Traditional	R-1	CFCO
078K-B01900	1367 COLUMBIA AVE	BASS BOB	R-3	CAO	Traditional	R-1	CFCO
078K-B01901	1365 COLUMBIA AVE	BASS BOB	R-3	CAO	Traditional	R-1	CFCO
078K-B02000	1361 COLUMBIA AVE	SENEHORN JOHN S	R-3	CAO	Traditional	R-1	CFCO
078K-B02100	102 BATTLEFIELD DR	STRICKLAND JOHN	R-3		Traditional	R-1	CFCO
078K-B02200	104 BATTLEFIELD DR	HUGHES BETTY J	R-3		Traditional	R-1	CFCO
078K-B02300	106 BATTLEFIELD DR	TWO ONES FARM PROP LLC	R-3		Traditional	R-1	CFCO
078K-B02400	108 BATTLEFIELD DR	ROBERTS JOHN E	R-3		Traditional	R-1	CFCO
078K-B02500	110 BATTLEFIELD DR	CLARK WILLIAM H	R-3		Traditional	R-1	CFCO
078K-B02600	112 BATTLEFIELD DR	WHITE VICKIE A	R-3		Traditional	R-1	CFCO
078K-B02800	111 BATTLEFIELD DR	PEWITT EVA C	R-3		Traditional	R-1	CFCO
078K-B02900	109 A BATTLEFIELD DR	HOSLER FRED W II	R-3		Traditional	R-1	CFCO
078K-B02901	109 BATTLEFIELD DR	LEHMAN JAY A	R-3		Traditional	R-1	CFCO
078K-B03000	107 BATTLEFIELD DR	HUMPHREYS JOHN J	R-3		Traditional	R-1	CFCO
078K-B03100	103 BATTLEFIELD DR	HOOD GERALD D JR	R-3		Traditional	R-1	CFCO
078K-B03200	1351 COLUMBIA AVE	PARNELL JUDY S	R-3	CAO	Traditional	R-1	CFCO
078K-B03300	1345 COLUMBIA AVE	COLLINS KIRSTEN PAIGE	R-3	CAO	Traditional	R-1	CFCO
078K-B03400	1337 COLUMBIA AVE	HODGES BENNETTA	R-3	CAO	Traditional	R-1	CFCO
078K-B03500	1327 COLUMBIA AVE	ESCATON LLC	R-3	CAO	Traditional	R-1	CFCO
078K-B03600	1317 COLUMBIA AVE	SMITHSON JAMES W	R-3	CAO	Traditional	R-1	CFCO
078K-C00100	1371 COLUMBIA AVE	MCDONALD JANE B	R-3	CAO	Traditional	R-1	CFCO
078K-C00101	GIST ST 102-104	COMER MICHAEL PAUL	R-3		Traditional	R-2	CFCO
078K-C00102	GIST ST 106-108	BORUM CYNTHIA COMER	R-3		Traditional	R-2	CFCO
078K-C00200	110 GIST ST	NUZUM CHARLES B	R-3		Traditional	R-1	CFCO
078K-C00300	112 GIST ST	REED ROY	R-3		Traditional	R-1	CFCO
078K-C00400	114 GIST ST	RUTLEDGE DARIN K	R-3		Traditional	R-1	CFCO
078K-C00500	200 GIST ST	ELLIS JAZMINFLORA	R-3		Traditional	R-2	CFCO
078K-C00600	206 GIST ST	BARNETT PHIL	R-3		Traditional	R-1	CFCO
078K-C00601	204 GIST ST	MCOTS CAROLYN J	R-3		Traditional	R-1	CFCO
078K-C00700	1400 ADAMS ST	FRENCH JAMES DAVIDSON	R-3		Traditional	R-1	CFCO
078K-C00800	1404 ADAMS ST	KREADY EUNETTA M	R-3		Traditional	R-1	CFCO
078K-C00900	GENERALS RETREAT PLACE	FORD MIKE CUSTOM BUILDERS LLC	SD-R	CAO	Traditional	RM	CFCO
078K-C01000	201 CAROLYN AVE	LAMIER STEPHANIE LAUREN	R-3		Traditional	R-1	CFCO
078K-C01700	109 CAROLYN AVE	GORE TOM J JR	R-3		Traditional	R-1	CFCO
078K-C01800	107 CAROLYN AVE	KEETER LAURA K	R-3		Traditional	R-1	CFCO
078K-C01900	105 CAROLYN AVE	DAVIS DAVID H	R-3		Traditional	R-1	CFCO
078K-C02200	1447 COLUMBIA AVE	REYNOLDS PATRICIA A	R-3	CAO	Traditional	R-1	CFCO
078K-C02300	1439 COLUMBIA AVE	BRANDON KIMBERLY H	R-3	CAO	Traditional	R-1	CFCO
078K-C02400	1375 COLUMBIA AVE	HUTCHINSON SCOTT G	R-3	CAO	Traditional	R-2	CFCO
078K-C02500	1373 COLUMBIA AVE	ALEXANDER HUDSON	R-3	CAO	Traditional	R-1	CFCO

Revisions:
5.7.2015

Drawing Notes:



GAMBLE
DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
Date: APRIL 13, 2015

GIST STREET PUD SUBDIVISION
DEVELOPMENT PLAN
Parcels 19 & 19.01 on Map 78K B
Franklin, Williamson County, Tennessee



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

BOUNDARY
SURVEY

C 1.0



Consolidated Property Description
Map 78K, Group B, Parcels 19.00 & 19.01
Franklin, Williamson County, Tennessee

Property being a consolidation of the Bob Bass and Charles DeBray properties as of record in Deed Book 2071 Page 933 and Deed Book 2071, Page 944, Register's Office for Williamson County, Tennessee, located in the northeast corner of Columbia Avenue and Gist Street, being more particularly described as follows:
Beginning at an iron pin, found, located the intersection of right of way for Columbia Avenue and Gist Street; thence with said right of way for Columbia Avenue North 05°25'56" East, a distance of 136.54 feet to the southwest corner of Lot 4, "Battlefield Subdivision" as of record in Plot Book 1, Page 105, and being the northwest corner of the herein described tract; thence with the south boundary of Battlefield Subdivision and with Lots 4, 11, 12, and 13, South 85°35'53" East, a distance of 270.09 feet, being the northwest corner of the Bessie Winchester Heathcock property as of record in Deed Book 189, Page 20, and the northeast corner of the herein described tract; thence with the west boundary of said Heathcock, South 04°24'07" West, a distance of 136.71 feet to the southwest corner of said Heathcock located in the north right of way for Gist Street and being the southeast corner of the herein described tract; thence with said right of way North 85°33'24" West, a distance of 272.54 feet to the Point of Beginning and containing 0.85 acres, more or less.

SITE DATA:

PROJECT NAME: GIST STREET PUD SUBDIVISION
PROJECT NUMBER: 5836
SUBDIVISION: GIST STREET PUD SUBDIVISION
LOT NUMBER: 1365 & 1367 COLUMBIA AVE
ADDRESS: FRANKLIN, TN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 9TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS: 078K B 01900 & 01901
EXISTING ZONING: R3
PROPOSED ZONING: SD-R (4.71)

CHARACTER AREA OVERLAY: CFCO-7
CAO - COLUMBIA AVE OVERLAY
APPLICABLE DEVELOPMENT STANDARD: TRADITIONAL
TOTAL ACREAGE: 0.85 AC
TOTAL SQUARE FOOTAGE: 37,072.81 SF

MINIMUM REQUIRED SETBACKS:
FRONT YARD: 15'
REAR YARD: 30'
SIDE YARD: 5'

OWNER/APPLICANT: BOB BASS/CHARLES DEBRAY
ADDRESS: 204 LEWISBURG AVE
FRANKLIN, TN 37064
CONTACT: BOB BASS

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

BUILDING SQUARE FOOTAGE: 2 EXISTING SINGLE FAMILY HOMES
BUILDING HEIGHT: 3 STORY MAX
LANDSCAPE SURFACE RATIO: 40
MINIMUM LANDSCAPE RATIO: 20
INCOMPATIBLE-USE BUFFER REQUIRED: NOT REQUIRED
MINIMUM PARKING REQUIRED: 2 PER HOME
EXISTING PARKING: N/A
PARKING PROVIDED: 2 PER HOME
RESIDENTIAL DENSITY: 4.71 DUA (4 SINGLE FAMILY DETACHED HOMES)

EXISTING TREE CANOPY: 0.35 AC
PRESERVED TREE CANOPY: 0.35 AC
PARKLAND: N/A
OPEN SPACE: N/A

NOTE: NO SLOPES EXCEEDING 14% ON SITE

STATEMENT OF IMPACTS

WATER
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN

SEWER
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN CONNECTION AT MANHOLE LOCATED ON GIST STREET

DRAINAGE FACILITIES
PROPERTY DRAINS TO THE NORTHEAST

POLICE AND FIRE
FRANKLIN FIRE DEPT STATION 5 - 1.1 MILES
COLUMBIA AVE POLICE STATION - 0.6 MILES

RECREATION FACILITIES
ASSAULT ON THE COTTON GIN HISTORIC PARK - 0.2 MILES
PROJECTED STUDENT POPULATION
THE STUDENT POPULATION IS PROJECTED AT A RATE OF .64 STUDENTS PER HOME: 4 x .64 = 3 STUDENTS
FRANKLIN ELEMENTARY SCHOOL
FREEDOM MIDDLE SCHOOL
CENTENNIAL HIGH SCHOOL

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

RESTRICTIVE COVENANTS
NO HOA WILL BE ESTABLISHED FOR THIS SUBDIVISION

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

CONNECTIVITY INDEX

ALL STREETS ARE EXISTING. NO NEW STREET NETWORK PROPOSED.

PARKLAND DEDICATION

N/A UNDER THRESHOLD

LAND USE PLAN COMPLIANCE

CHARACTER AREA OVERLAY: CFCO-7
APPLICABLE DEVELOPMENT STANDARD: TRADITIONAL

THE EXISTING HOMES ALONG COLUMBIA WILL REMAIN AND TWO SINGLE FAMILY RESIDENTIAL LOTS WILL BE ADDED ON GIST STREET ACROSS THE STREET FROM SIMILAR RESIDENTIAL LOTS. THE HOMES FRONTING COLUMBIA COULD CONVERT TO COMMERCIAL USE IN THE FUTURE.

LOCAL COMPATIBILITY

NEIGHBORING LOTS ON THE GIST STREET BLOCK RANGE FROM 5,676 SF TO 11,101 SQUARE FEET, WITH DEPTHS RANGING FROM 119' TO 137' AND WIDTHS FROM 46' TO 104'. THE GIST SUBDIVISION PROPOSED LOTS AVERAGE 7,519 SF WITH A DEPTH OF 137' AND WIDTH OF 55'.

FRONT SETBACKS ON GIST STREET AND ADJACENT BATTLEFIELD DRIVE RANGE FROM 11' TO 46' WHILE THE PROPOSED GIST STREET LOT FRONT SETBACKS ARE SET AT 29.5'.

TRIP GENERATION

LAND USE CODE 210 - 4 RESIDENCES (2 EXISTING AND 2 PROPOSED)

AVERAGE DAILY TRAFFIC 22
DAILY ENTER 11
DAILY EXIT 11
AM PEAK HOUR TOTAL 2
AM PEAK HOUR ENTER 1
AM PEAK HOUR EXIT 1
MID PEAK HOUR TOTAL 2
MID PEAK HOUR ENTER 1
MID PEAK HOUR EXIT 1
PM PEAK HOUR TOTAL 2
PM PEAK HOUR ENTER 1
PM PEAK HOUR EXIT 1

TREE CANOPY RETENTION			
TREE AREA	EXISTING	REMOVED	RETAINED
TA 1	4923 SF	0 SF	4923 SF
TA 2	893 SF	0 SF	893 SF
TA 3	477 SF	0 SF	477 SF
TA 4	1301 SF	0 SF	1301 SF
TA 5	3148 SF	0 SF	3148 SF
TOTAL SF	15,042 SF	0 SF	15,042 SF
TOTAL ACRES	0.35 AC	0 AC	0.35 AC
TREE CANOPY DATA			
EXISTING TREE CANOPY: 15,042 SF			
15,042 SF/37,072.81 SF = .41 (41%) OF TOTAL SITE			
REQUIRED CANOPY PRESERVATION =			
45% OF TOTAL CANOPY			
15,042 SF * 45% = 6,768.9 SF			
PROVIDED CANOPY PRESERVED =			
15,042 SF (100%) OF TOTAL EXISTING CANOPY			

SPECIMEN TREE LIST

Number	Type	Size	Health	Status
1	MAPLE	24"	GOOD	
2	MAPLE	24"	GOOD	
3	MAPLE	30"	GOOD	
4	POPLAR	36"	GOOD	
5	MAPLE	36"	GOOD	
6	ELM	24"	GOOD	
7	POPLAR	24"	GOOD	
8	WALNUT	26"	POOR	
9	WALNUT	26"	POOR	

Revisions:
5.7.2015

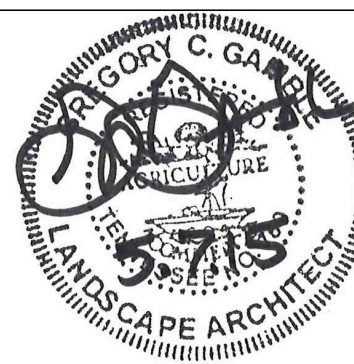
Drawing Notes:



GAMBLE
DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
Date: APRIL 13, 2015

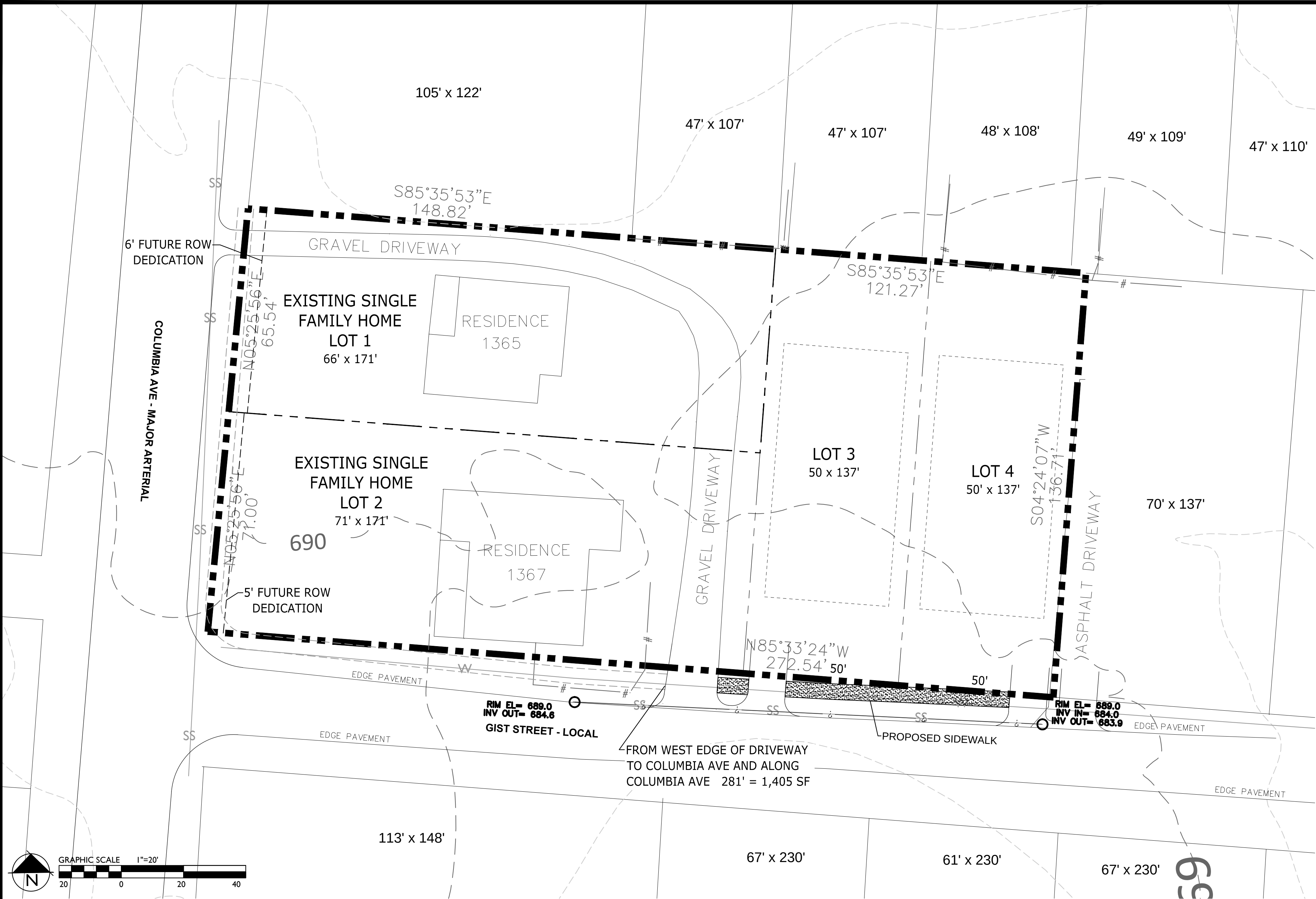
**GIST STREET PUD SUBDIVISION
DEVELOPMENT PLAN**
Parcels 19 & 19.01 on Map 78K B
Franklin, Williamson County, Tennessee



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

**EXISTING
CONDITIONS**

C 2.0



SITE DATA:	
PROJECT NAME:	GIST STREET PUD SUBDIVISION
PROJECT NUMBER:	5836
SUBDIVISION:	GIST STREET PUD SUBDIVISION
LOT NUMBER:	NA
ADDRESS:	1365 & 1367 COLUMBIA AVE
CITY:	FRANKLIN, TN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	9TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS:	078K B 01900 & 01901
EXISTING ZONING:	R3
PROPOSED ZONING:	SD-R (4.71)
CHARACTER AREA OVERLAY:	
APPLICABLE DEVELOPMENT STANDARD:	CFCO-7
TOTAL ACREAGE:	CAO - COLUMBIA AVE OVERLAY
TOTAL SQUARE FOOTAGE:	TRADITIONAL
MINIMUM REQUIRED SETBACKS:	0.85 AC
	37,072.81 SF
	FRONT YARD: 29.5'
	REAR YARD: 30'
	SIDE YARD: 5'
OWNER/APPLICANT:	
ADDRESS:	BOB BASS/CHARLES DEBRAY
CONTACT:	204 LEWISBURG AVE
	FRANKLIN, TN 37064
	BOB BASS
PLANNER/LANDSCAPE ARCHITECT:	
ADDRESS:	GAMBLE DESIGN COLLABORATIVE
OFFICE PHONE:	144 SOUTHEAST PARKWAY
EMAIL ADDRESS:	SUITE 230
CONTACT:	FRANKLIN, TN 37064
	615.975.5765
	greggambledc209@gmail.com
	GREG GAMBLE
BUILDING SQUARE FOOTAGE:	
BUILDING HEIGHT:	2 EXISTING SINGLE FAMILY HOMES
LANDSCAPE SURFACE RATIO:	3 STORY MAX
MINIMUM LANDSCAPE RATIO:	.40
INCOMPATIBLE-USE BUFFER REQUIRED:	.20
MINIMUM PARKING REQUIRED:	NOT REQUIRED
EXISTING PARKING:	N/A
PARKING PROVIDED:	2 PER HOME
RESIDENTIAL DENSITY:	4.71 DUA (4 SINGLE FAMILY DETACHED HOMES)
EXISTING TREE CANOPY:	0.35 AC
PRESERVED TREE CANOPY:	0.35 AC
PARKLAND:	N/A
OPEN SPACE:	N/A

STATEMENT OF IMPACTS

WATER
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN

SEWER
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN CONNECTION AT MANHOLE LOCATED ON GIST STREET

DRAINAGE FACILITIES
PROPERTY DRAINS TO THE NORTHEAST

POLICE AND FIRE
FRANKLIN FIRE DEPT STATION 5 - 1.1 MILES
COLUMBIA AVE POLICE STATION - 0.6 MILES

RECREATION FACILITIES
ASSAULT ON THE COTTON GIN HISTORIC PARK - 0.2 MILES

PROJECTED STUDENT POPULATION
THE STUDENT POPULATION IS PROJECTED AT A RATE OF: 64 STUDENTS
PER HOME: 4 x .64 = 3 STUDENTS
FRANKLIN ELEMENTARY SCHOOL
FREEDOM MIDDLE SCHOOL
CENTENNIAL HIGH SCHOOL

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

RESTRICTIVE COVENANTS
NO HOA WILL BE ESTABLISHED FOR THIS SUBDIVISION

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

CONNECTIVITY INDEX

ALL STREETS ARE EXISTING. NO NEW STREET NETWORK PROPOSED.

PARKLAND DEDICATION

N/A UNDER THRESHOLD

LAND USE PLAN COMPLIANCE

CHARACTER AREA OVERLAY: CFCO-7
APPLICABLE DEVELOPMENT STANDARD: TRADITIONAL

THE EXISTING HOMES ALONG COLUMBIA WILL REMAIN AND TWO SINGLE FAMILY RESIDENTIAL LOTS WILL BE ADDED ON GIST STREET ACROSS THE STREET FROM SIMILAR RESIDENTIAL LOTS. THE HOMES FRONTING COLUMBIA COULD CONVERT TO COMMERCIAL USE IN THE FUTURE.

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MID PEAK HOUR TOTAL	2
MID PEAK HOUR ENTER	1
MID PEAK HOUR EXIT	1
PM PEAK HOUR TOTAL	2
PM PEAK HOUR ENTER	1
PM PEAK HOUR ENTER	1

Revisions:
5.7.2015

Drawing Notes:

GDC

GAMBLE

DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND

LANDSCAPE ARCHITECTURE

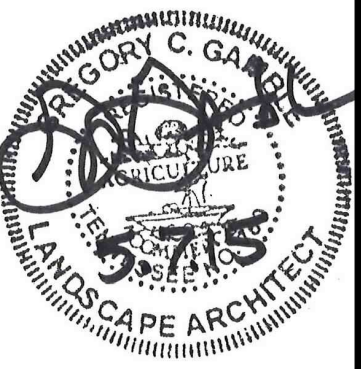
Date: APRIL 13, 2015

GIST STREET PUD SUBDIVISION

DEVELOPMENT PLAN

Parcels 19 & 19.01 on Map 78K B

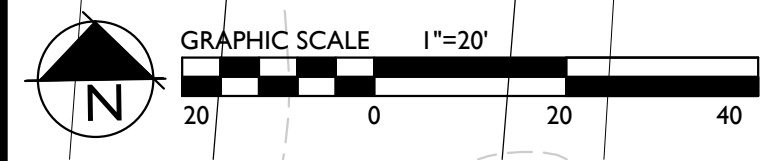
Franklin, Williamson County, Tennessee



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144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggambledc209@gmail.com
615.975.5765

DEVELOPMENT
PLAN

C 3.0



SITE DATA:

PROJECT NAME: GIST STREET PUD SUBDIVISION
PROJECT NUMBER: 5836
SUBDIVISION: GIST STREET PUD SUBDIVISION
LOT NUMBER: NA
ADDRESS: 1365 & 1367 COLUMBIA AVE
CITY: FRANKLIN, TN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 9TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS: 078K B 01900 & 01901
EXISTING ZONING: R3
PROPOSED ZONING: SD-R (4.71)

CHARACTER AREA OVERLAY: CFCO-7
CAO - COLUMBIA AVE OVERLAY

APPLICABLE DEVELOPMENT STANDARD: TRADITIONAL
TOTAL ACREAGE: 0.85 AC
TOTAL SQUARE FOOTAGE: 37,072.81 SF
MINIMUM REQUIRED SETBACKS:
FRONT YARD: 15'
REAR YARD: 30'
SIDE YARD: 5'

OWNER/APPLICANT: BOB BASS/CHARLES DEBRAY
ADDRESS: 204 LEWISBURG AVE
FRANKLIN, TN 37064
CONTACT: BOB BASS

PLANNER/LANDSCAPE ARCHITECT: GAMBLE DESIGN COLLABORATIVE
ADDRESS: 144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TN 37064
OFFICE PHONE: 615.975.5765
EMAIL ADDRESS: greggambled209@gmail.com
CONTACT: GREG GAMBLE

BUILDING SQUARE FOOTAGE: 2 EXISTING SINGLE FAMILY HOMES
BUILDING HEIGHT: 3 STORY MAX
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MINIMUM LANDSCAPE RATIO: .20
INCOMPATIBLE-USE BUFFER REQUIRED: NOT REQUIRED
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EXISTING PARKING: N/A
PARKING PROVIDED: 2 PER HOME
RESIDENTIAL DENSITY: 4.71 DUA (4 SINGLE FAMILY DETACHED HOMES)

EXISTING TREE CANOPY: 0.35 AC
PRESERVED TREE CANOPY: 0.35 AC
PARKLAND: N/A
OPEN SPACE: N/A

NOTE: NO SLOPES EXCEEDING 14% ON SITE

REQUIRED TREE CANOPY PRESERVATION CHART	
TOTAL SITE AREA:	37,072.81 SF (0.85 AC)
EXISTING CANOPY AREA:	15,042 SF (0.35 AC) 41% OF SITE
SD-R REQUIRED PRESERVATION:	45%, 6,768.9 SF (0.16 AC)
PROVIDED PRESERVATION:	100%, 15,042 SF (0.35 AC)

TREE CANOPY RETENTION			
TREE AREA	EXISTING	REMOVED	RETAINED
TA 1	4923 SF	0 SF	4923 SF
TA 2	893 SF	0 SF	893 SF
TA 3	4777 SF	0 SF	4777 SF
TA 4	1301 SF	0 SF	1301 SF
TA 5	3148 SF	0 SF	3148 SF
TOTAL SF	15,042 SF	0 SF	15,042 SF
TOTAL ACRES	0.35 AC	0 AC	0.35 AC
TREE CANOPY DATA			
EXISTING TREE CANOPY: 15,042 SF			
15,042 SF/37,072.81 SF = .41 (41%) OF TOTAL SITE			
REQUIRED CANOPY PRESERVATION = 45% OF TOTAL CANOPY			
15,042 SF * 45% = 6,768.9 SF			
PROVIDED CANOPY PRESERVED = 15,042 SF (100%) OF TOTAL EXISTING CANOPY			

Revisions:
5.7.2015

Drawing Notes:

GDC

GAMBLE

DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

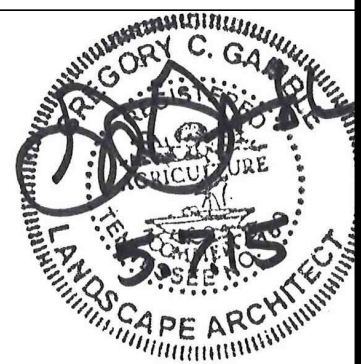
Date: APRIL 13, 2015

GIST STREET PUD SUBDIVISION

DEVELOPMENT PLAN

Parcels 19 & 19.01 on Map 78K B

Franklin, Williamson County, Tennessee



GAMBLE DESIGN COLLABORATIVE
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GREG GAMBLE
ggambled209@gmail.com
615.975.5765

TREE
PRESERVATION

C 4.0



EROSION/SILTATION CONTROL NOTES

- 1. AREAS AND TIME OF EXPOSURE OF UNPROTECTED SOILS SHALL BE KEPT TO A MAXIMUM OF 15 DAYS.
- 2. KEEP DUST WITHIN TOLERABLE LIMITS BY SPRINKLING OR OTHER ACCEPTABLE MEANS.
- 3. USE TEMPORARY VEGETATION AND/OR MULCH TO PROTECT BARE AREAS FROM EROSION DURING CONSTRUCTION.
- 4. NO OTHER WORK WILL BE INITIATED ON THE PROJECT UNTIL THE EROSION/SILTATION MEASURES SHOWN ON THE PLANS AND DETAILS ARE PROPERLY IN PLACE.
- 5. SILT FENCING SHOWN THUS [dashed line] ARE TO BE USED AS TEMPORARY SEDIMENT BARRIERS. PER THE ATTACHED DETAILS.
- 6. IF, AT ANY TIME DURING THE CONSTRUCTION PHASE OF THIS PROJECT, THE EROSION/SILTATION MEASURES INSTALLED FAIL TO FUNCTION PROPERLY, NEED MAINTENANCE OR REPAIR, OR NEED NEW REPLACEMENT IN KIND, THE CONTRACTOR WILL EFFECT SUCH ACTIONS AS ARE NEEDED TO CORRECT THE SITUATION AT NO ADDITIONAL COST TO THE OWNER.
- 7. DISTURBED AREAS ARE TO BE GRADED TO DRAIN AS INDICATED ON PLAN TO SEDIMENT BARRIERS DURING AND UPON COMPLETION OF CONSTRUCTION.
- 8. ALL CUT/FILL AREAS TO HAVE A MINIMUM OF 6-INCH DEPTH TOPSOIL COVER. AREAS DRESSED WITH TOPSOIL WILL RECEIVE 12 POUNDS PER 1000 SQUARE FEET OF 6-12-12 FERTILIZER, 5 POUNDS OR MORE OF KENTUCKY 31 FESCUE SEED PER 1000 SQUARE FEET AND A STRAW MULCH OF 70%-80% COVERAGE (APPROXIMATELY 125 POUNDS PER 1000 SQUARE FEET) EXCEPT AS OTHERWISE DETERMINED BY PLAN.
- 9. UPON STABILIZATION OF THE PROJECT SITE WITH A GOOD (ACCEPTABLE) STAND OF GRASS AND/OR GROUND COVER, THE EROSION/SILTATION INSTALLATIONS WILL BE REMOVED AND THE AREA DISTURBED WILL BE SEEDED AND MULCHED WITH THE SAME TREATMENT AS OTHER NEW GRASSED AREAS OF THE PROJECT.
- 10. A STONE ACCESS ENTRANCE IS TO BE CONSTRUCTED AT THE SITE ENTRANCE WITH A MINIMUM WIDTH OF 20 FEET AND MINIMUM LENGTH OF 100 FEET. ENTRANCE IS TO BE BASED WITH 8 INCHES OF ASTM D 448, SIZE NO. 1 STONE, AND MAINTAINED THROUGHOUT CONSTRUCTION. ENTRANCE SHALL BE GEOTEXTILE REINFORCED.
- 11. PRIOR TO THE ISSUANCE OF A GRADING PERMIT, ALL EROSION/SILTATION CONTROL MEASUREMENTS INDICATED ON THE PLANS SHALL BE INSTALLED.

EROSION CONTROL SCHEDULE:

- STAGE #1: SILT FENCE SHALL BE INSTALLED PRIOR TO ANY GRADING OPERATIONS. STRAW CHECK DAMS AND INLET PROTECTION AROUND ALL EXISTING DRAINAGE STRUCTURES SHALL BE INSTALLED PRIOR TO ANY GRADING OPERATIONS. TREE PROTECTION, IF REQUIRED BY LANDSCAPE PLAN, IS TO BE INSTALLED AT THIS TIME. A GRADING PERMIT CAN BE OBTAINED FROM BRENTWOOD CODES AND ENGINEERING DEPARTMENT AFTER STAGE #1 HAS PASSED THEIR INSPECTION.
- STAGE #2: CONSTRUCT SITE IMPROVEMENTS PROVIDING INLET PROTECTION AND ALL OTHER EROSION CONTROL MEASURES AS THE DRAINAGE SYSTEM IS CONSTRUCTED.
- STAGE #3: REMOVE EROSION CONTROL DEVICES ONLY AFTER A PROPER STAND OF GRASS IS OBTAINED AND ONLY UPON APPROVAL FROM THE FRANKLIN STORMWATER DEPARTMENT AND ENGINEER.

BUILDING DRAINAGE NOTE:

ALL DOWNSPOUTS SHALL BE DIRECTED TO THE RAIN GARDEN AREAS.

WATER QUALITY BMP NOTE:

WATER QUALITY BMP AREAS SHALL NOT BE CONSTRUCTED UNTIL BUILD OUT IS NEAR COMPLETION TO PREVENT CONSTRUCTION SEDIMENT FROM ENTERING WATER QUALITY BMP'S. WATER QUALITY AREAS SHOULD NOT BE USED AS SEDIMENTATION BASINS DURING CONSTRUCTION. INSTALLERS OF WATER QUALITY BMP'S SHOULD FOLLOW ALL INSTALLATION GUIDELINES AS SET FORTH IN THE CITY OF FRANKLIN BMP MANUAL LOCATED ON THE CITIES WEBSITE.

EXISTING CONDITIONS NOTE:

EXISTING CONDITIONS SHOWN TAKEN FROM AVAILABLE GIS AND FIELD RUN INFORMATION. CDC LLC AND THIS ENGINEER HAVE NO LIABILITY AS TO THE ACCURACY OF WHAT IS SHOWN RELATIVE TO EXISTING ELEVATIONS. CONTRACTOR TO ESTABLISH A BENCHMARK AND CONFIRM ALL ELEVATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION.

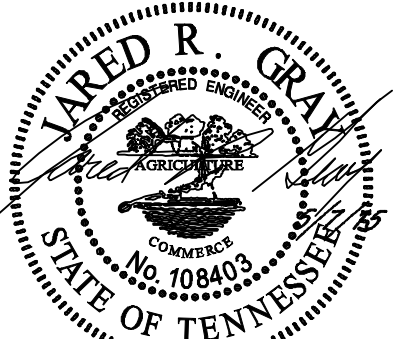
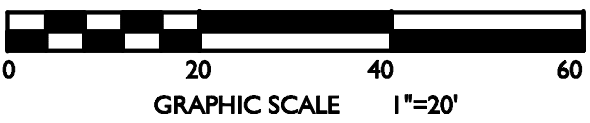
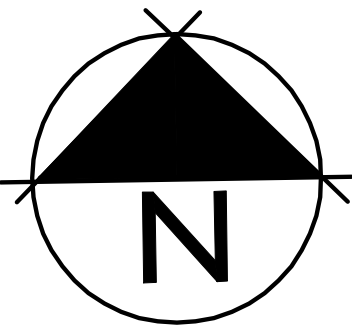
AREA TABLE:

EXISTING AREA LOTS 1-4: .85± ACRE
DISTURBED AREA LOTS 1-4: .29± ACRE
IMPERVIOUS AREA LOTS 1-4: ANTICIPATED .28± ACRE

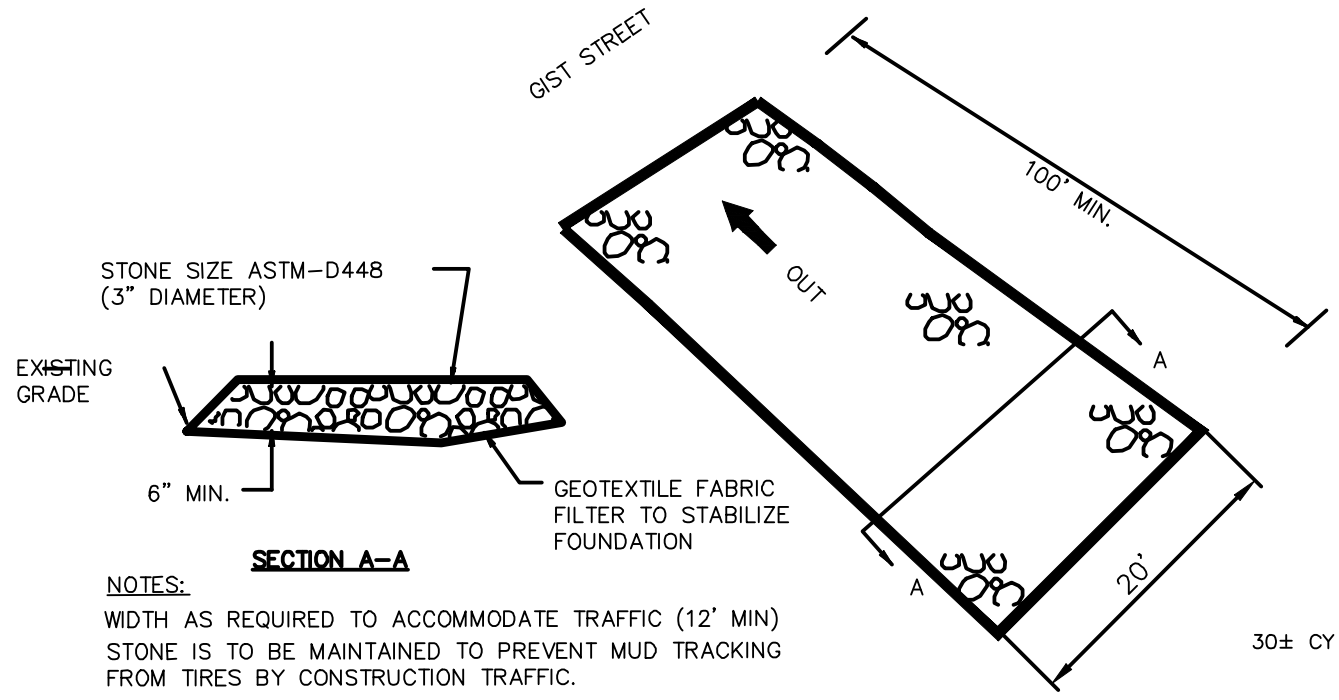


IF YOU DIG TENNESSEE...
CALL US FIRST!
1-800-351-1111
1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

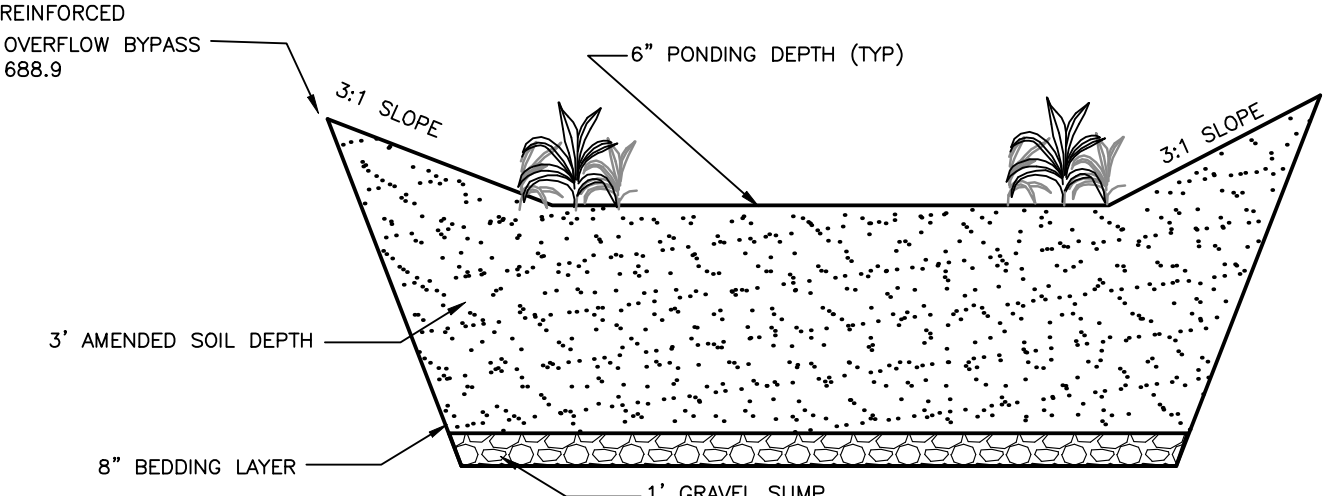
THE CITY OF FRANKLIN IS NOT A PART OF TN ONE CALL.
PLEASE CONTACT THE CITY DIRECTLY FOR LOCATION MARKINGS.



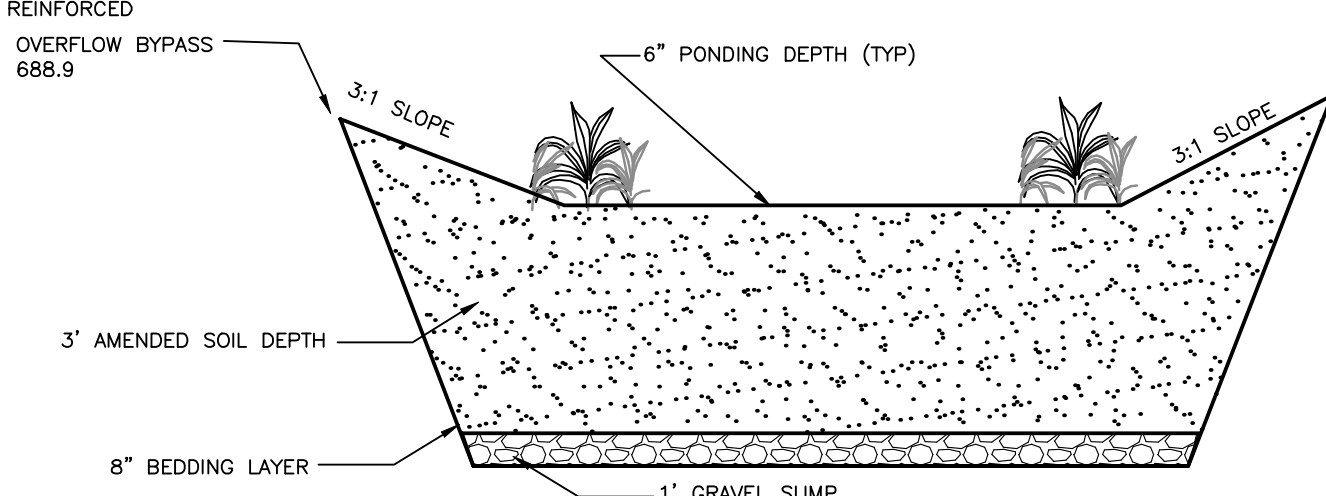
STORMWATER PLAN



TEMPORARY CONSTRUCTION ENTRANCE DETAIL



BIO-INFILTRATION DRAIN LOT 3



BIO-INFILTRATION DRAIN LOT 4

Gist Street Subdivision
DEVELOPMENT PLAN
PARCELS 19 AND 19.01 ON TAX MAP 78K
FRANKLIN, TENNESSEE

GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
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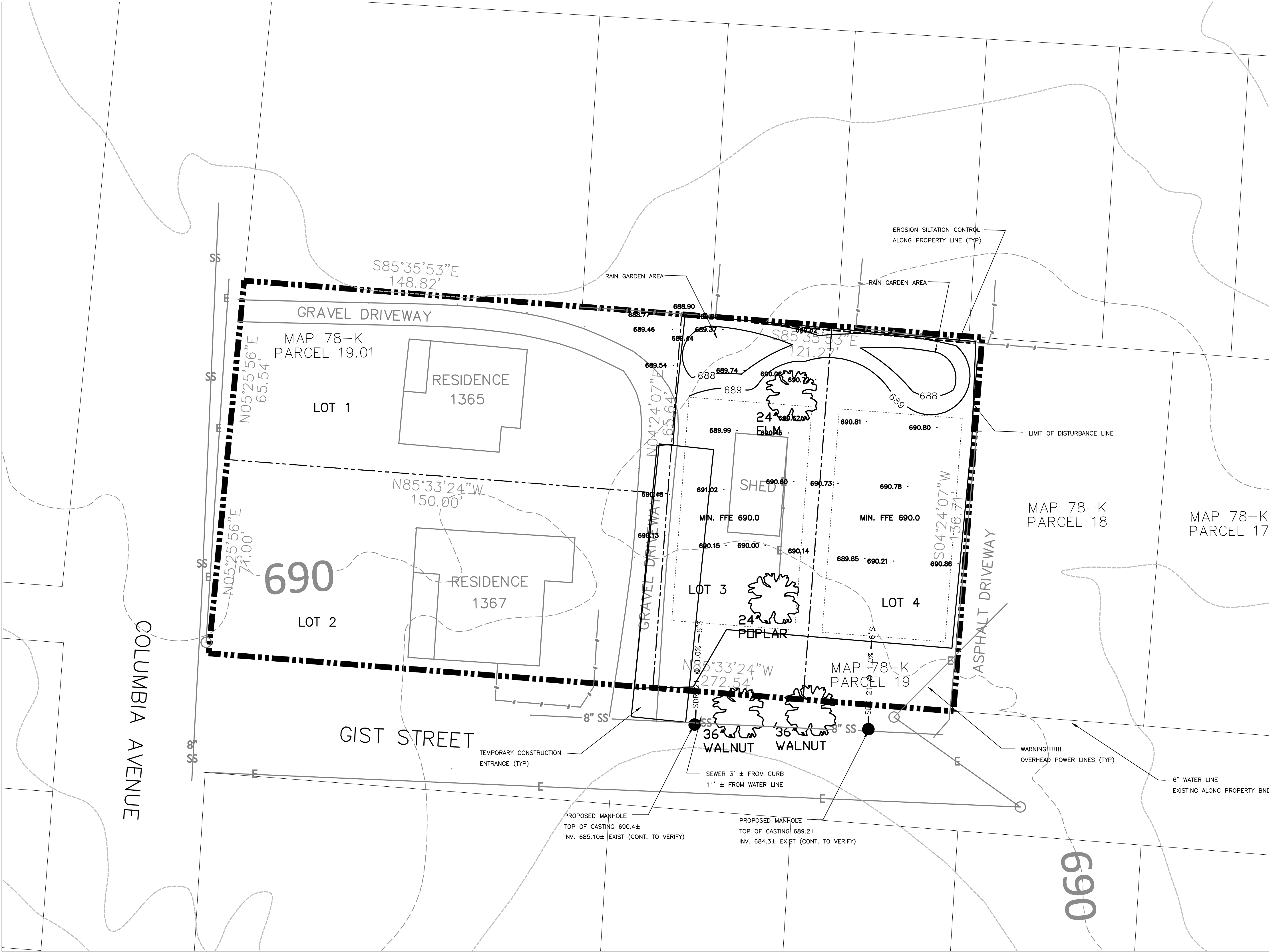
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GDC Job No. 15008
Mar 13, 2015

SHEET

C5.0

COF # 5836



GENERAL, GRADING AND DRAINAGE NOTES:

- 1. ALL GRADING AND DRAINAGE WORK AS SHOWN ON THIS PLAN WILL BE DONE IN STRICT ACCORDANCE WITH THE REQUIREMENTS AND SPECIFICATIONS OF THE FRANKLIN ENGINEERING DEPARTMENT.
- 2. THE NECESSARY PERMITS FOR THE WORK SHOWN ON THESE SITE DEVELOPMENT PLANS WILL BE OBTAINED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF ANY WORK ON THIS PROJECT. THE CONTRACTOR SHALL GIVE ALL NECESSARY NOTICES AND OBTAIN ALL PERMITS AND PAY ALL FEES INVOLVED IN SECURING SAID PERMITS. HE SHALL ALSO COMPLY WITH ALL CITY AND STATE BUILDING LAWS, ORDINANCES AND REGULATIONS RELATING TO THE CONSTRUCTION OF THE PROJECT.
- 3. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO AVOID DAMAGE TO ALL EXISTING UTILITIES TO REMAIN DURING CONSTRUCTION. IF DAMAGE DOES OCCUR TO ANY SUCH EXISTING INSTALLATIONS, FULL REPAIR WILL BE THE COST OF THE CONTRACTOR AND BE ACCOMPLISHED AS PER THE CURRENT SPECIFICATIONS FOR SUCH WORK FOR THE RESPONSIBLE AGENCY.
- 4. THE LOCATION OF EXISTING PIPING AND UNDERGROUND UTILITIES, SUCH AS WATER AND GAS LINES, ELECTRICAL AND TELEPHONE CONDUITS, ETC., AS SHOWN ON THIS PORTION OF THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION PROVIDED, OR TAKEN FROM THE RECORDS AND DRAWINGS OF THE EXISTING UTILITIES; HOWEVER THE CIVIL ENGINEER DOES NOT ASSUME RESPONSIBILITY THAT, DURING CONSTRUCTION, THE POSSIBILITY OF UTILITIES OTHER THAN THOSE SHOWN MAY BE ENCOUNTERED OR THAT ACTUAL LOCATION OF THOSE SHOWN MAY VARY SOMEWHAT FROM THE LOCATIONS DESIGNATED ON THIS PORTION OF THE PLANS. IN AREAS WHERE IT IS NECESSARY THAT EXACT LOCATIONS OF UNDERGROUND LINES BE KNOWN, THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, FURNISH ALL LABOR AND TOOLS TO EITHER VERIFY AND SUBSTANTIATE OR DEFINITELY ESTABLISH THE LOCATION OF THE LINES.
- 5. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN THE USE OF EQUIPMENT IN AND AROUND ELECTRICAL/TELEPHONE WIRES AND SERVICES. IF AT ANY TIME IN THE PURSUIT OF THIS WORK, THE CONTRACTOR MUST WORK IN CLOSE PROXIMITY OF THE ABOVE-NOTED WIRES, THE ELECTRIC OR TELEPHONE COMPANIES SHALL BE CONTACTED PRIOR TO SUCH WORK AND THE PROPER SAFETY MEASURES TAKEN. A THOROUGH EXAMINATION OF THE OVERHEAD WIRES IN THE PROJECT AREA SHOULD BE MADE BY THE CONTRACTOR PRIOR TO THE INITIATION OF CONSTRUCTION.
- 6. ALL DELETERIOUS MATERIAL SHALL BE REMOVED AND DISPOSED OF OFF-SITE BY CONTRACTOR AS PER THE INSPECTION AND FINAL APPROVAL OF THE ENGINEER AND OWNER. ALL FILL MATERIAL TO BE USED FOR SITE GRADING WILL BE AN INORGANIC SOIL, FREE OF DEBRIS AND APPROVED BY THE ENGINEER AND OWNER.
- 7. THE PLACING AND SPREADING OF ANY FILL MATERIAL IS TO BE STARTED AT THE LOWEST POINT AND BROUGHT UP IN HORIZONTAL LAYERS OF 8-INCH THICKNESS. SAID FILL MATERIAL IS TO BE SOIL AND ROCK ONLY, FREE OF SOD, ROOTS, FROZEN SOILS, OR ANY OTHER DECOMPOSABLE MATERIALS. THE RELATIVE COMPACTION OF EACH LAYER SHALL NOT BE LESS THAN 95% OF THE STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D-698) IN ALL AREAS OF FILL, AND COMPACTION OF 95% OF SAME SPECIFICATION FOR MATERIALS USED IN THE UPPER 12 INCHES BENEATH PAVEMENT AND GRADE SLABS.
- 8. THE CONTRACTOR IS TO CHECK AND VERIFY ALL MEASUREMENTS, LEVELS, ETC., BEFORE ORDERING MATERIALS AND PROCEEDING WITH THE WORK, AND IS TO BE RESPONSIBLE FOR THE SAME.
- 9. SPOT ELEVATIONS SHOWN ARE TO TOP OF PAVEMENT OR FINISHED GRADE.
- 10. ALL UNPAVED AREAS SHALL HAVE A MAXIMUM SLOPE OF 3:1 UNLESS OTHERWISE SPECIFIED OR REQUIRED IN SITE SPECIFIC AREAS. ALL SLOPES 3:1 OR GREATER SHALL HAVE REINFORCEMENT MATTING TO PROTECT AGAINST EROSION.

BUILDING DRAINAGE NOTE:

ALL DOWNSPOUTS SHALL BE DIRECTED TO THE RAIN GARDEN AREAS.

WATER QUALITY BMP NOTE:

WATER QUALITY BMP AREAS SHALL NOT BE CONSTRUCTED UNTIL BUILD OUT IS NEAR COMPLETION TO PREVENT CONSTRUCTION SEDIMENT FROM ENTERING WATER QUALITY BMP'S. WATER QUALITY AREAS SHOULD NOT BE USED AS SEDIMENTATION BASINS DURING CONSTRUCTION. INSTALLERS OF WATER QUALITY BMP'S SHOULD FOLLOW ALL INSTALLATION GUIDELINES AS SET FORTH IN THE CITY OF FRANKLIN BMP MANUAL LOCATED ON THE CITIES WEBSITE.

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EXISTING WATER SERVICE NOTE:

SURVEY WORK IS ONGOING TO DETERMINE WATER LINE LOCATIONS ALONG GIST DRIVE. EACH LOT SHALL BE SERVED BY A 1" WATER LINE FROM THE GIST DRIVE WATER MAIN LOCATION.

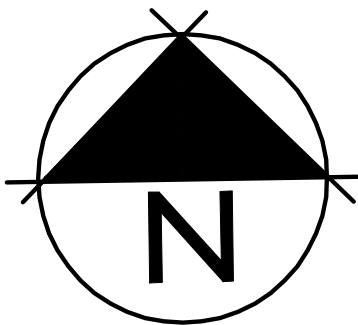
SEWER SERVICE NOTE:

THE FINISH ELEVATIONS OF THE PROPOSED HOMES MUST CONSIDER THE LIMITED AMOUNT OF COVER OVER THE EXISTING SEWER LINE AND SHALL PROVIDE COVER SUITABLE TO THE CITY OF FRANKLIN ENGINEERING/PUBLIC WORKS DEPT.

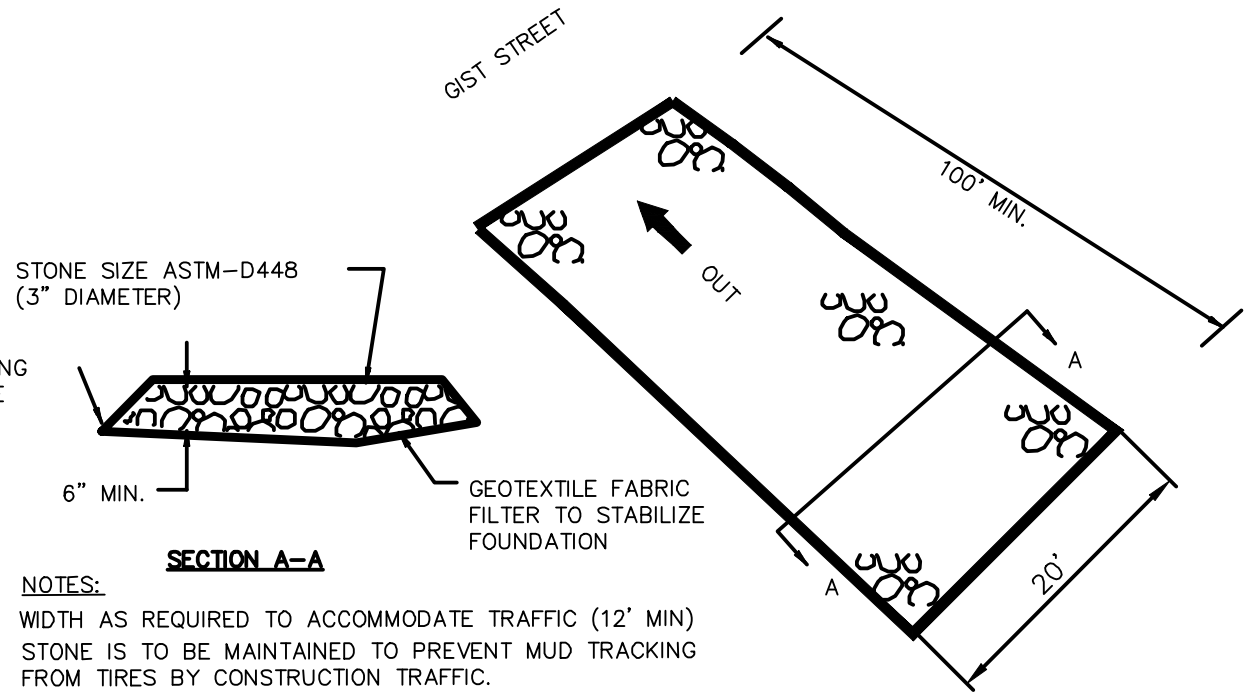


IF YOU DIG TENNESSEE...
CALL US FIRST!
1-800-351-1111
1-615-366-1987
TENNESSEE ONE CALL
IT'S THE LAW

THE CITY OF FRANKLIN IS NOT A PART OF TN ONE CALL. PLEASE CONTACT THE CITY DIRECTLY FOR LOCATION MARKINGS.

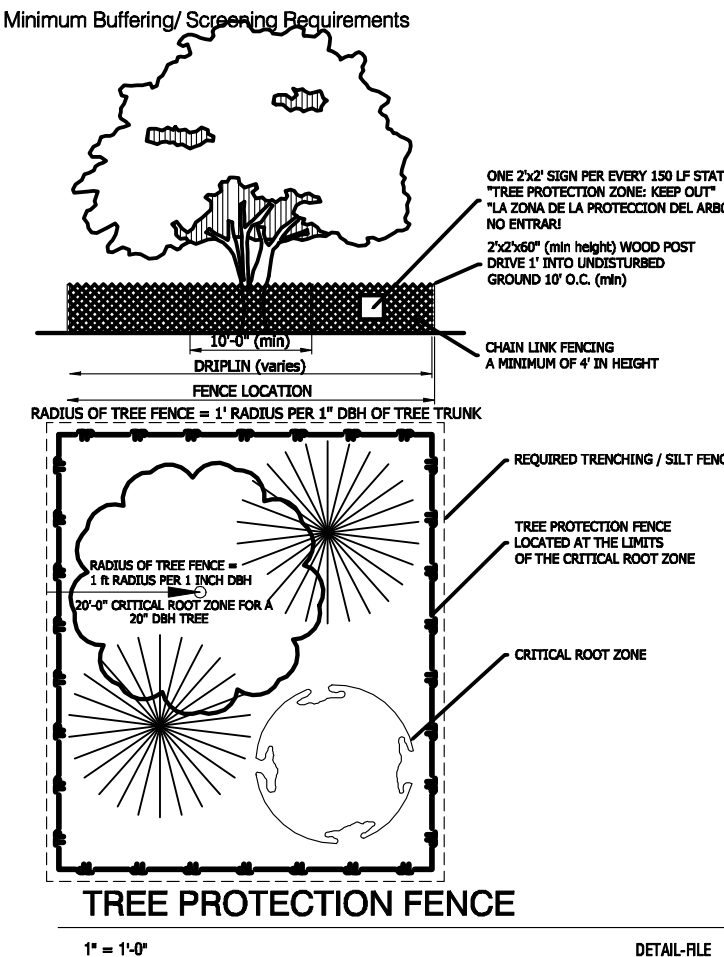


GRADING/DRAINAGE/
UTILITY PLAN



TEMPORARY CONSTRUCTION ENTRANCE DETAIL

NOT TO SCALE



5.2.7 Tree Protection During Construction
(1) Owner's Responsibility
During development, the owner or developer shall be responsible for the erection of all barriers necessary to protect any existing or installed trees from damage both during and after construction in accordance with the standards of this subsection.
(2) Tree Protection Fencing
(a) Where Required
All specimen trees, trees in a Tree Protection Zone, and trees intended for use as credit towards the landscaping standards of this chapter shall be fenced in accordance with this subsection before grading or other land disturbing activity begins. Fencing shall extend at least one foot in distance from the edge of the tree for each inch of DBH, so that each tree's dripline is protected, but no less than ten feet from the trunk. The Codes Department shall consider existing site conditions in determining the exact location of any tree protection fencing.
(b) Type of Fencing
All fencing required by this subsection shall be chain link fencing at least four feet in height and secured using appropriate posts spaced not more than ten feet apart. Such chain link fencing is not required to be coated.
(c) Signage
Signs shall be installed on the tree protection fence visible on all sides of the fenced-in area at a rate of at least one sign for every 150 linear feet. The size of each sign must be a minimum of two feet by two feet tall and shall contain the following language in English and Spanish: "TREE PROTECTION ZONE: KEEP OUT."
(d) Trenching Prior to Clearing Activities
The removal of trees adjacent to tree save areas can cause inadvertent damage to the protected trees. Prior to clearing activities, trenches with a minimum depth of 12 inches shall be cut along the limits of the disturbance, so as to cut, rather than tear tree roots.
(e) Inspection
All tree protection measures shall be inspected and approved by the Codes Department prior to the start of any land disturbing activities. Failure to have tree protection measures prior to the commencement of construction is a violation of this ordinance.
(f) When Required
The tree protection fencing shall be clearly shown on the Site Plan. No construction, grading, equipment or material storage of any other activity shall be allowed within the fenced area except in accordance with the standards in Subsection 5.2.7 (3), Encroachments Into Root Zones. Fencing shall be maintained until the land disturbance activities are complete.

AREA TABLE:

EXISTING AREA LOTS 1-4: .85± ACRE
DISTURBED AREA LOTS 1-4: .29± ACRE
IMPERVIOUS AREA LOTS 1-4: ANTICIPATED .28± ACRE

IMPACT STATEMENT:

IMPACT FROM STORMWATER & RECLAIMED WILL BE MINIMAL DUE TO THE RAIN GARDEN AREAS ACCEPTING THE ADDITIONAL RUNOFF FROM THE SITE. SANITARY SEWER ANTICIPATED IMPACT WILL BE 700 GPD (2 SFUE) WATER IMPACT WOULD BE ANTICIPATED AT 800 GPD

Gist Street Subdivision

DEVELOPMENT PLAN
PARCELS 19 AND 19.01 ON TAX MAP 78K
FRANKLIN, TENNESSEE

GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 200
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
ggamble209@gmail.com
615.975.5765

rev. date
5-7-15 JRG

GDC Job No. 15006
Mar 13, 2015

SHEET

C6.0

COF # 5836

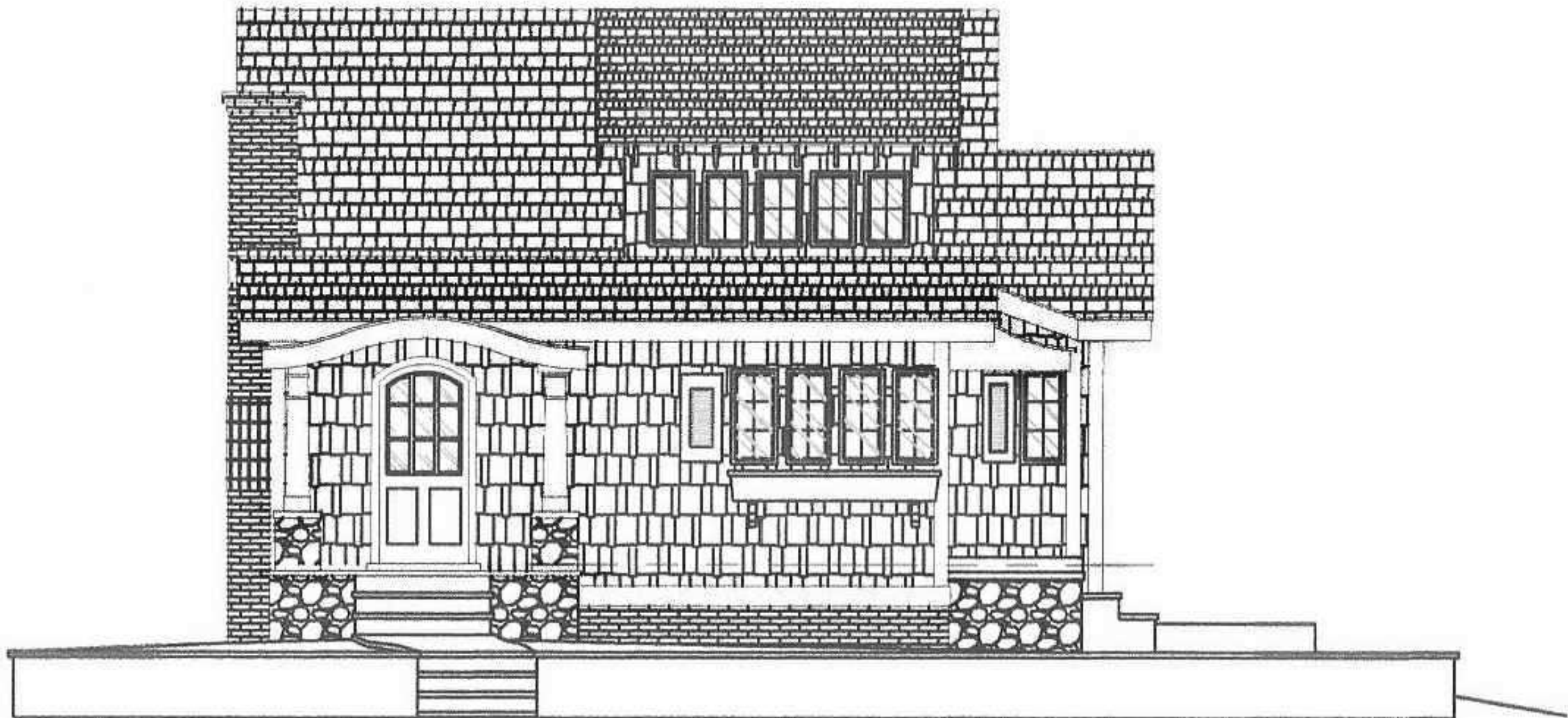


GENERAL ARCHITECTURAL ELEVATION NOTES:

1. 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.
2. Materials include brick and concrete board.
3. Tabulations will be provided at site plan as elevations are conceptual at this point.
4. Buildings will be limited to 35' in height and will not exceed 2 stories per the Columbia Avenue Overlay and may be further limited based on transitional features requirements.
5. Building front facades will not exceed 45' in width.
6. Roof pitches will be not less than 5:12 and not greater than 12:12.
7. Front porches will be less than or equal to 6' in depth.

The elevations shown here are representative of the buildings planned for this project. 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.



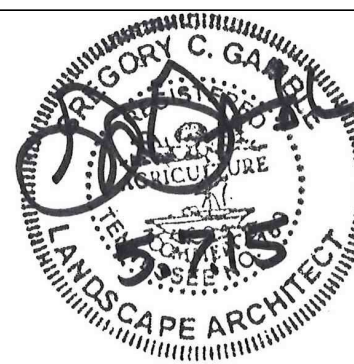
STANDARD HOME FRONT ELEVATIONS
CONCEPTUAL ONLY / NOT FOR APPROVAL
ELEVATIONS PROVIDED BY: MIKE MURDOCK

Revisions:
5.7.2015

Drawing Notes:

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
Date: APRIL 13, 2015

GIST STREET PUD SUBDIVISION
DEVELOPMENT PLAN
Parcels 19 & 19.01 on Map 78K B
Franklin, Williamson County, Tennessee



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

TYPICAL
ARCHITECTURE

A1.0

ORDINANCE 2015-11

TO BE ENTITLED "AN ORDINANCE TO REZONE +/- 22.55 ACRES FROM SPECIFIC DEVELOPMENT-VARITEY (SD-X) DISTRICT TO ATTACHED RESIDENTIAL 20 (RM20) DISTRICT FOR THE PROPERTY LOCATED AT 1222 LIBERTY PIKE."

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

WHEREAS, RM20 zoning provides for attached housing and encourages compact development; and

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

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

SECTION I: The following described property shall be, and are hereby, zoned Attached Residential-20 (RM20):

Being land in the City of Franklin, Ninth Civil District, Williamson County, Tennessee, located in the northwesterly quadrant of the intersection of Knoll Top Lane and Liberty Pike also being a portion of Lot 1, as shown on the final plat of Waterford Subdivision of record in Plat Book 55, Page 28, Register's Office of Williamson County, Tennessee and being more particularly described as follows:

Beginning at an iron rod (old) in the northerly right-of-way line of Liberty Pike, said iron rod being the common corner of Lot 1 and Lot 3 of said Waterford Subdivision:

THENCE, leaving said right-of-way and with the common line of said Lot1 and Lot 3 the following calls:

N 18°07'34" E, 390.62 feet;

N 71°08'32" W, 37.21feet;

With a curve to the left an arc distance of 49.66 feet to an iron rod (old), said curve having a central angle of 02°01'57", a radius of 1,400.00 feet, and a chord of N 72°09'31" W, 49.66 feet;

N 09°01'05" E, 371.89 feet;

N 03°32'51" W, 649.42 feet to the northwesterly corner of said Lot 1, being in the southerly line of Lot 9, as shown on Ovation Resubdivision of record in Plat Book 61, Page 39, R.O.W.C.;

THENCE, with said southerly line S 83°03'22" E, 859.91 feet to the northeasterly corner of said Lot 1 being in the westerly right-of-way line of Knoll Top Lane;

THENCE, with said westerly right-of-way line the following calls:

With a curve to the left and arc distance of 242.61 feet, said curve having a central angle of 17°49'17", a radius of 780.00 feet, a tangent of 122.29 feet, and a chord of S 05°18'37" E, 241.64 feet;

With a curve to the right an arc distance of 834.96 feet, said curve having a central angle of 59°12'26", a radius of 808.00 feet, a tangent of 459.08 feet, and a chord of S 15°22'57" W, 798.30 feet;

With a curve to the left and arc distance of 233.12 feet, said curve having a central angle of 16°57'40", a radius of 787.50 feet, a tangent of 117.42 feet, and a chord of S 36°30'22" W, 232.27 feet;

THENCE, leaving said right-of-way with a severance line the following calls:

N 59°30'39" W, 88.89 feet;

With a curve to the left and arc distance of 88.13 feet, said curve having a central angle of 12°01'23", a radius of 420.00 feet, a tangent of 44.23 feet, and a chord of N 65°31'21" W, 87.97 feet;

N 71°32'02" W, 178.80 feet;

S 17°52'27" W, 317.91 feet to the northerly right-of-way line of Liberty Pike;

THENCE, with said northerly right-of-way line, N 72°07'33" W, 167.43 feet to the Point of Beginning;

Containing 982,616 square feet, or 22.55 acres, more or less.

Zoning Reference Number: 15-03:

Map-Group-Parcel	Acres
Part of 079-04012	22.55
TOTAL	+/- 22.55

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

ATTEST:

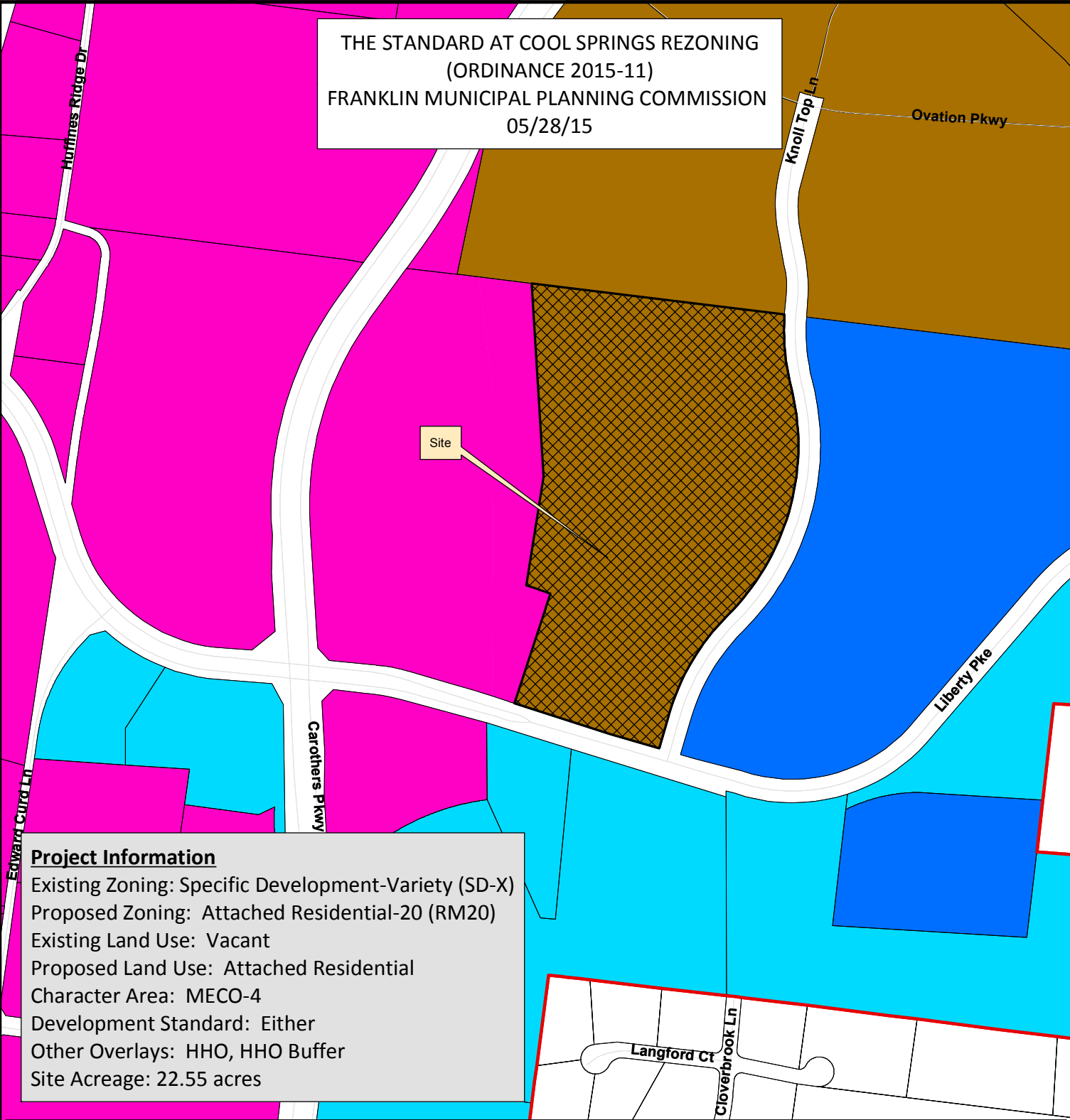
CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY
CITY ADMINISTRATOR/RECORDER

BY: _____
DR. KEN MOORE
MAYOR

PLANNING COMMISSION RECOMMENDED APPROVAL: 05/28/2015
PASSED FIRST READING: 06/09/2015
PUBLIC HEARING HELD: 07/14/2015
PASSED SECOND READING: 08/11/2015
PASSED THIRD READING: 08/11/2015

THE STANDARD AT COOL SPRINGS REZONING
(ORDINANCE 2015-11)
FRANKLIN MUNICIPAL PLANNING COMMISSION
05/28/15



Project Information

Existing Zoning: Specific Development-Variety (SD-X)
 Proposed Zoning: Attached Residential-20 (RM20)
 Existing Land Use: Vacant
 Proposed Land Use: Attached Residential
 Character Area: MECO-4
 Development Standard: Either
 Other Overlays: HHO, HHO Buffer
 Site Acreage: 22.55 acres

Parcels selection

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



0 250 500 1,000
Feet

This map was created by the Franklin Planning Department.
 It was compiled from the most authentic information available.
 The City is not responsible for any errors or omissions contained hereon.
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Rezoning Request for The Standard at Cool Springs

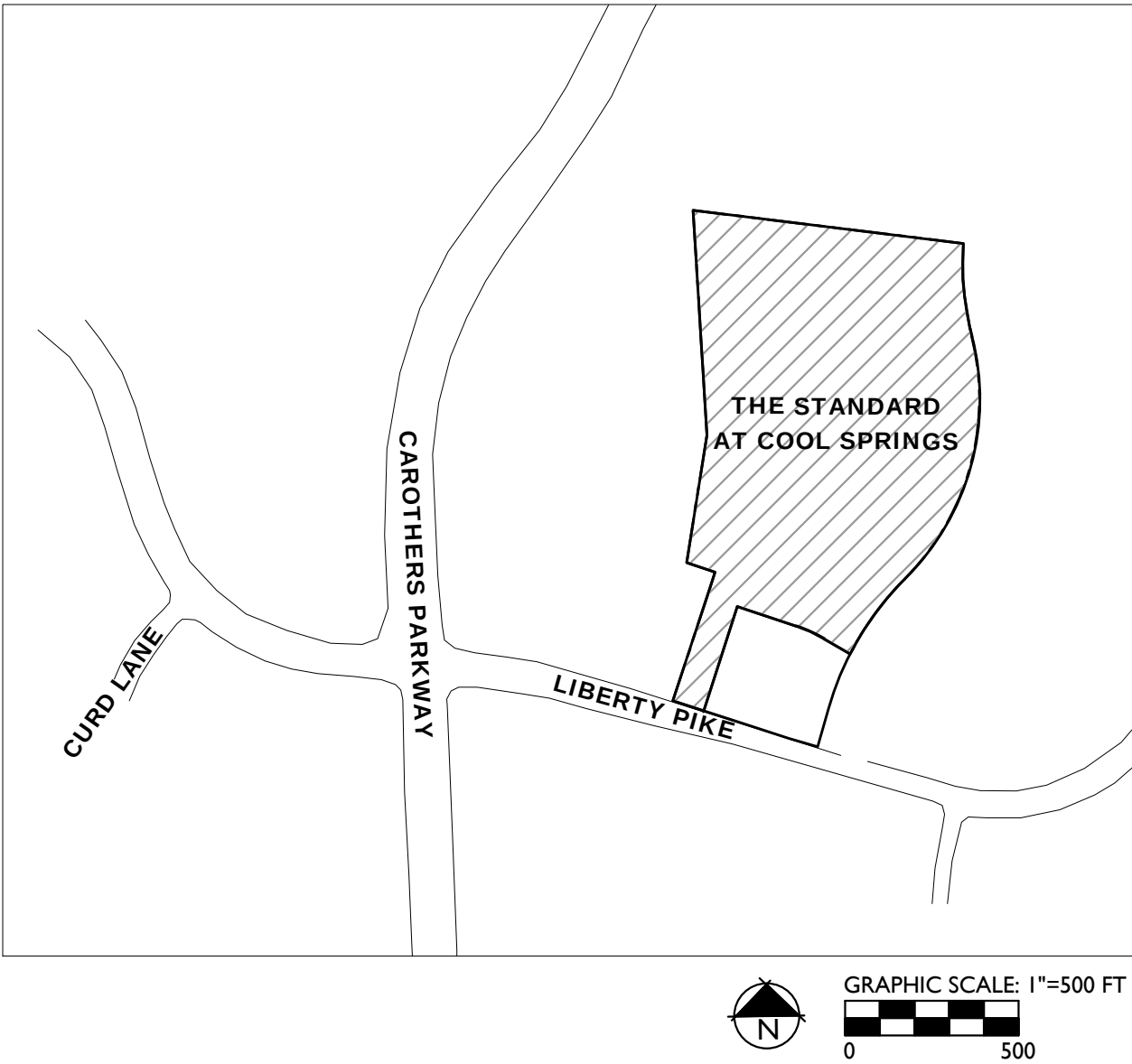
Map 079 Parcel 40.12
FRANKLIN, TN

OWNER:
SS KNOLL TOP LLC
501 CORPORATE CENTRE DRIVE, #315
FRANKLIN, TN 37067

APPLICANT:
SOUTHSTAR LLC
RALPH KNAUSS
501 CORPORATE CENTRE DRIVE, #315
FRANKLIN, TN 37064
615.472.8916

PLANNER/LANDSCAPE ARCHITECT:
GAMBLE DESIGN COLLABORATIVE
GREG GAMBLE, RLA
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN TN 37064
615.975.5765
greggamble209@gmail.com

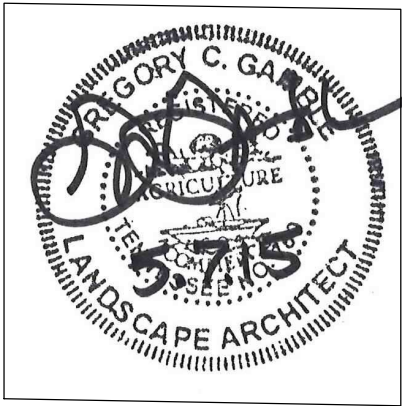
SURVEYOR:
BARGE WAGGONER SUMNER & CANNON, INC
RON FERGUSON
211 COMMERCE STREET, STE 600
NASHVILLE, TN 37201
615.254.1500
ron.ferguson@bwsc.net



9TH CIVIL DISTRICT OF WILLIAMSON COUNTY
CITY OF FRANKLIN, TENNESSEE

INDEX OF SHEETS

SHEET	DESCRIPTION
C 0.0	COVER SHEET AND LOCATION MAP
C 1.0	BOUNDARY MAP
C 2.0	EXISTING CONDITIONS / AERIAL



APRIL 13, 2015
REVISED: MAY 7, 2015

COF # 5839



SURVEYOR'S DESCRIPTION

BEING LAND IN THE CITY OF FRANKLIN, NINTH CIVIL DISTRICT, WILLIAMSON COUNTY, TENNESSEE, LOCATED IN THE NORTHWESTERLY QUADRANT OF THE INTERSECTION OF KNOLL TOP LANE AND LIBERTY PIKE ALSO BEING A PORTION OF LOT 1, AS SHOWN ON THE FINAL PLAT OF WATERFORD SUBDIVISION OF RECORD IN PLAT BOOK 55, PAGE 28, REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON ROD (OLD) IN THE NORTHERLY RIGHT-OF-WAY LINE OF LIBERTY PIKE, SAID IRON ROD BEING THE COMMON CORNER OF LOT 1 AND LOT 3 OF SAID WATERFORD SUBDIVISION:

THENCE, LEAVING SAID RIGHT-OF-WAY AND WITH THE COMMON LINE OF SAID LOT1 AND LOT 3 THE FOLLOWING CALLS:

N 18°07'34" E, 390.62 FEET;
N 71°08'32" W, 97.21 FEET;
WITH A CURVE TO THE LEFT AN ARC DISTANCE OF 49.66 FEET TO AN IRON ROD (OLD), SAID CURVE HAVING A CENTRAL ANGLE OF 02°01'57", A RADIUS OF 1,400.00 FEET, AND A CHORD OF N 72°09'31" W, 49.66 FEET;
N 09°01'05" E, 371.89 FEET;
N 03°32'51" W, 649.42 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 1, BEING IN THE SOUTHERLY LINE OF LOT 9, AS SHOWN ON OVATION RESUBDIVISION OF RECORD IN PLAT BOOK 61, PAGE 39, R.O.W.C.;

THENCE, WITH SAID SOUTHERLY LINE S 83°03'22" E, 859.91 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 1 BEING IN THE WESTERLY RIGHT-OF-WAY LINE OF KNOLL TOP LANE;

THENCE, WITH SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING CALLS:

WITH A CURVE TO THE LEFT AND ARC DISTANCE OF 242.61 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 17°49'17", A RADIUS OF 780.00 FEET, A TANGENT OF 122.29 FEET, AND A CHORD OF S 05°18'37" E, 241.84 FEET;
WITH A CURVE TO THE RIGHT AN ARC DISTANCE OF 834.96 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 59°12'26", A RADIUS OF 808.00 FEET, A TANGENT OF 459.08 FEET, AND A CHORD OF S 15°22'57" W, 788.30 FEET;
WITH A CURVE TO THE LEFT AND ARC DISTANCE OF 233.12 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 16°57'40", A RADIUS OF 787.50 FEET, A TANGENT OF 117.42 FEET, AND A CHORD OF S 36°30'22" W, 232.27 FEET;

THENCE, LEAVING SAID RIGHT-OF-WAY WITH A SEVERANCE LINE THE FOLLOWING CALLS:

N 59°30'39" W, 88.89 FEET;
WITH A CURVE TO THE LEFT AND ARC DISTANCE OF 88.13 FEET, SAID CURVE HAVING A CENTRAL ANGLE OF 12°01'23", A RADIUS OF 420.00 FEET, A TANGENT OF 44.25 FEET, AND A CHORD OF N 65°31'21" W, 87.97 FEET;
N 71°32'02" W, 178.80 FEET;
S 17°52'27" W, 317.91 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF LIBERTY PIKE;

THENCE, WITH SAID NORTHERLY RIGHT-OF-WAY LINE, N 72°07'33" W, 167.43 FEET TO THE POINT OF BEGINNING;

CONTAINING 982,616 SQUARE FEET, OR 22.55 ACRES, MORE OR LESS.

THE ABOVE DESCRIBED PROPERTY IS LOT 2, AS SHOWN ON THE FINAL PLAT OF THE STANDARD SUBDIVISION OF RECORD IN PLAT BOOK _____, PAGE _____, R.O.W.C.

SITE DATA:

PROJECT NAME:
PROJECT NUMBER:
SUBDIVISION:
LOT NUMBER:
ADDRESS:
CITY:
COUNTY:
STATE:
CIVIL DISTRICT:
MAP, GROUP, PARCEL NUMBERS:
EXISTING ZONING:
PROPOSED ZONING:

THE STANDARD AT COOL SPRINGS
5839
THE STANDARD AT COOL SPRINGS PUD
NA
1222 LIBERTY PIKE
FRANKLIN, TN
WILLIAMSON
TENNESSEE
9TH CIVIL DISTRICT
MAP 79, PARCEL 40.12
SD-X
RM20 (22.55 AC)

CHARACTER AREA OVERLAY:

MECO-4
HHO HILLSIDE/HILLCREST OVERLAY
500' BUFFER OF HILLSIDE/HILLCREST
CONVENTIONAL
22.55 AC
982,616 SF
22.55 AC

APPLICABLE DEVELOPMENT STANDARD:
TOTAL ACREAGE:
TOTAL SQUARE FOOTAGE:
TRACT 1 (RM20)

MINIMUM REQUIRED SETBACKS:
FRONT YARD: 50' (ARTERIAL)
REAR YARD: 25'
SIDE YARD: 15'

OWNER:
ADDRESS

SS KNOLL TOP LLC
501 CORPORATE CENTRE DRIVE, #315
FRANKLIN, TN 37067

APPLICANT:
ADDRESS

SOUTHSTAR LLC
501 CORPORATE CENTRE DRIVE, SUITE 315
FRANKLIN, TN 37067
615.472.8916
RALPH KNAUSS

OFFICE PHONE
CONTACT

PLANNER/LANDSCAPE ARCHITECT:
ADDRESS

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

OFFICE PHONE
EMAIL ADDRESS
CONTACT

BUILDING SQUARE FOOTAGE:

N/A

LANDSCAPE SURFACE RATIO:

30

MINIMUM LANDSCAPE RATIO:

30 (RM20)

INCOMPATIBLE-USE BUFFER REQUIRED:

NOT REQUIRED

EXISTING PARKING:

N/A

EXISTING TREE CANOPY:

11.69 AC

PRESERVED TREE CANOPY:

45% REQUIRED

PARKLAND

DETERMINE AT PRELIMINARY PLAT

OPEN SPACE:

TOTAL REQUIRED: 1.13 AC (5%)

FORMAL REQUIRED: 0.37 AC (33%)

INFORMAL REQUIRED: 0.76 AC (66%)

STATEMENT OF IMPACTS

WATER
WATER SERVICE WILL BE PROVIDED BY MILCROFTON

SEWER
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN CONNECTION AT MANHOLE LOCATED ON LIBERTY PIKE

DRAINAGE FACILITIES
PROPERTY DRAINS TO THE SOUTH

POLICE AND FIRE
FRANKLIN FIRE DEPT STATION 6 - 2.1 MILES
COLUMBIA AVE POLICE STATION - 4.3 MILES

RECREATION FACILITIES
LIBERTY PARK 1.5 MILES
PROJECTED STUDENT POPULATION = Maximum 289 Students
LIBERTY ELEMENTARY SCHOOL
FREEDOM MIDDLE SCHOOL
CENTENNIAL HIGH SCHOOL

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

RESTRICTIVE COVENANTS

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

Revisions:
5.7.2015

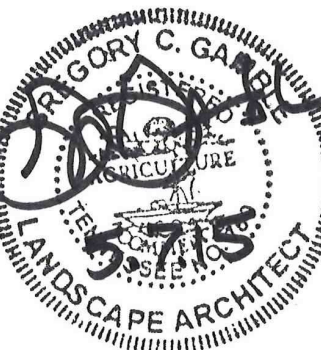
Drawing Notes:

GDC

GAMBLE
DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
Date: APRIL 13, 2015

THE STANDARD AT COOL SPRINGS
REZONING REQUEST
Parcel 40.12 on Map 79
Franklin, Williamson County, Tennessee



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

BOUNDARY
MAP

C 1.0



SITE DATA:

PROJECT NAME: THE STANDARD AT COOL SPRINGS
PROJECT NUMBER: 5839
SUBDIVISION: THE STANDARD AT COOL SPRINGS PUD
LOT NUMBER: NA
ADDRESS: 1222 LIBERTY PIKE
CITY: FRANKLIN, TN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 9TH CIVIL DISTRICT
MAP, GROUP, PARCEL NUMBERS: MAP 79, PARCEL 40.12
EXISTING ZONING: SD-X
PROPOSED ZONING: RM20 (22.55 AC)

CHARACTER AREA OVERLAY: MECO-4
HHO HILLSIDE/HILLCREST OVERLAY
500 BUFFER OF HILLSIDE/HILLCREST
CONVENTIONAL

APPLICABLE DEVELOPMENT STANDARD:
TOTAL ACREAGE: 22.55 AC
TOTAL SQUARE FOOTAGE: 982,616 SF
TRACT 1 (RM20) 22.55 AC

MINIMUM REQUIRED SETBACKS:
FRONT YARD: 50' (ARTERIAL)
REAR YARD: 25'
SIDE YARD: 15'

OWNER:
ADDRESS: SS KNOLL TOP LLC
501 CORPORATE CENTRE DRIVE, #315
FRANKLIN, TN 37067

APPLICANT:
ADDRESS: SOUTHSTAR LLC
501 CORPORATE CENTRE DRIVE, SUITE 315
FRANKLIN, TN 37067
OFFICE PHONE: 615.472.8916
CONTACT: RALPH KNAUSS

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

BUILDING SQUARE FOOTAGE: N/A
BUILDING HEIGHT: 3 TO 6 STORY
LANDSCAPE SURFACE RATIO: .30
MINIMUM LANDSCAPE RATIO: .30 (RM20)
INCOMPATIBLE USE BUFFER REQUIRED: NOT REQUIRED
EXISTING PARKING: N/A

EXISTING TREE CANOPY: 11.69 AC
PRESERVED TREE CANOPY: 45% REQUIRED
DETERMINE AT PRELIMINARY PLAT

TOTAL REQUIRED: 1.13 AC (5%)
FORMAL REQUIRED: 0.37 AC (33%)
INFORMAL REQUIRED: 0.76 AC (66%)

SPECIMEN TREES

NUMBER	TYPE	SIZE	HEALTH	STATUS
1	OAK	24	POOR	
2	OAK	24	GOOD	
3	PINE	24	GOOD	
4	TWIN OAK	26	GOOD	
5	CHERRY	36	GOOD	
6	HACKBERRY	24	GOOD	
7	OAK	40	POOR	
8	OAK	24	GOOD	
9	TWIN OAK	38	GOOD	
10	OAK	24	GOOD	
11	HACKBERRY	26	GOOD	
12	CHERRY	24	GOOD	
13	OAK	24	GOOD	

TREE CANOPY PRESERVATION

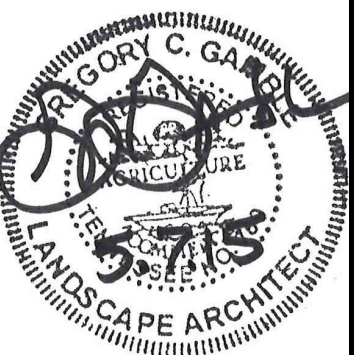
EXISTING TREE CANOPY: 509,373 SF
TRACT 1 (RM20) EXISTING TREE CANOPY: 509,373 SF
509,373 SF / 1,089,259 SF = .46 (46%) OF TRACT 1
TRACT 1 REQUIRED CANOPY PRESERVATION:
45% OF TOTAL CANOPY
509,373 SF * 45% = 229,218 SF

Revisions:
5.7.2015

Drawing Notes:

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
Date: APRIL 13, 2015

**THE STANDARD AT COOL SPRINGS
REZONING REQUEST**
Parcel 40.12 on Map 79
Franklin, Williamson County, Tennessee



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

EXISTING
CONDITIONS

C 2.0



FIA TIMBER GROWTH AND VALUE PARTNERS, L.P.

Subscription Package

Name of Investor: _____

(1) Please fax or email one copy of this completed and executed Subscription Package to:

Ryan M. Carpenter
Fax: (617) 526-9899
Email: rcarpenter@proskauer.com

(2) And send the original via overnight delivery to:

Ryan M. Carpenter
Proskauer Rose LLP
One International Place
Boston, MA 02110

If you have any questions regarding completion of this Subscription Package please contact Galen R. Lewis at (617) 526-9405 or Ryan M. Carpenter at (617) 526-9607.

FIA TIMBER GROWTH AND VALUE PARTNERS, L.P.

INSTRUCTIONS

This Subscription Package relates to the offering of limited partner interests (the “Interests”) in FIA Timber Growth and Value Partners, L.P., a Delaware limited partnership (the “Partnership”). Each prospective investor should read the Amended and Restated Limited Partnership Agreement of the Partnership (as amended or supplemented from time to time, the “Partnership Agreement”) and the Subscription Agreement. This Subscription Package contains the following materials necessary for you to apply to become a limited partner of the Partnership:

- 1. Subscription Agreement**
- 2. Limited Partner Signature Page (2 copies)**
- 3. Investor Information Sheet**
- 4. Investor Questionnaire (Exhibits A through E)**
- 5. U.S. Internal Revenue Service Tax Forms**

FIA Timber Growth and Value Management, LLC (the “General Partner”), the general partner of the Partnership is also concurrently providing you with its Privacy Policy, and the Form ADV, Part 2A of Forest Investment Associates, L.P., neither of which must be returned.

Each prospective investor should complete and execute the appropriate tax form, complete the appropriate portions of the Investor Questionnaire (Exhibits A through E), complete the Investor Information Sheet, and execute three copies of the Limited Partner Signature Page. Please return the entire Subscription Package including the executed Limited Partner Signature Pages, the Investor Information Sheet, the Investor Questionnaire, the relevant tax form and any additional required documents described in the Investor Questionnaire to the Partnership’s counsel at the address indicated below.

FAILURE TO COMPLY WITH THE INSTRUCTIONS CONTAINED HEREIN MAY CONSTITUTE AN INVALID SUBSCRIPTION THAT MAY RESULT IN THE REJECTION OF YOUR SUBSCRIPTION REQUEST.

Upon acceptance of the subscription, a copy of the executed Subscription Agreement signed by the General Partner, as accepted by the General Partner (for itself and for the Partnership), will be returned to the Investor as soon as is reasonably practicable. The General Partner (for itself and for the Partnership), will have the right, in its sole discretion, to accept or reject this subscription in whole or in part for any reason whatsoever and at any time prior to acceptance thereof.

Questions regarding completion of this Subscription Package should be directed to Galen R. Lewis (telephone: (617) 526-9405, email: glewis@proskauer.com) or Ryan M. Carpenter (telephone: (617) 526-9607, email: rcarpenter@proskauer.com).

Please send all executed documents to:

**Ryan M. Carpenter
Proskauer Rose LLP
One International Place
Boston, MA 02110-2600
Fax: (617) 526-9899
Email: rcarpenter@proskauer.com**

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FIA TIMBER GROWTH AND VALUE PARTNERS, L.P.

SUBSCRIPTION AGREEMENT

Date: _____, 201_

To: FIA Timber Growth and Value Partners, L.P. (the “Partnership”)
15 Piedmont Center, Suite 1250
Atlanta, Georgia 30305

Dear Sir or Madam:

Reference is made to the Amended and Restated Confidential Offering Memorandum of the Partnership (collectively with any supplements and amendments thereto, the “Memorandum”) and the Amended and Restated Limited Partnership Agreement of the Partnership (as amended from time to time, the “Partnership Agreement”) heretofore furnished to the undersigned with respect to the offering of limited partner interests in the Partnership (such Memorandum and the Partnership Agreement being herein called the “Offering Materials”). Capitalized terms used, but not defined, herein shall have the respective meanings given them in the Partnership Agreement.

The undersigned subscribing investor (the “Investor”) hereby agrees as follows:

1. Subscription for a Limited Partner Interest.

(a) Purchase of an Interest. Subject to the terms and conditions set forth in this Subscription Agreement and in the Partnership Agreement, the Investor agrees (i) to purchase from the Partnership the limited partner interest (the “Interest”) in the Partnership in the amount set forth on the signature page below (except to the extent that an Interest in a lesser amount has been accepted by the General Partner on behalf of the Partnership pursuant to Section 7) at a purchase price equal to 100% of such Interest, payable in the manner and at the times provided in the Partnership Agreement, (ii) to become a party to and be bound by the Partnership Agreement and (iii) to become a Limited Partner of the Partnership. In the event that the General Partner elects to form one or more Parallel Funds or Alternative Investment Vehicles, then this Subscription Agreement shall be, at the election of the General Partner, a subscription for an interest in such other of those entities as the General Partner designates and the agreement of the undersigned to become a party to the Partnership Agreement and become a limited partner of the Partnership shall apply to such other of those entities as the General Partner designates. If the General Partner so designates that the undersigned become a limited partner or member of such other entity, then the term “Partnership” as used herein, shall refer to such other entity, the term “Interest” shall mean the limited partner interest or other interest in such other entity, the term “Partnership Agreement” shall refer to the corresponding document of such other entity, and the term “Limited Partner” shall mean a limited partner or member of such other entity.

(b) Access. It is understood that all materials pertaining to this investment have been made available for inspection by the Investor and representatives of the Investor.

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2. **Representations of the Investor.** The Investor hereby represents and warrants to and agrees with the Partnership and the General Partner as follows:

(a) **Suitability.** THE INVESTOR HAS READ CAREFULLY AND UNDERSTANDS THE OFFERING MATERIALS, INCLUDING THOSE SECTIONS OF THE MEMORANDUM TITLED “CONFLICTS OF INTEREST” AND “RISK FACTORS,” AND HAS CONSULTED ITS OWN ATTORNEY, ACCOUNTANT OR INVESTMENT ADVISER WITH RESPECT TO THE INVESTMENT CONTEMPLATED HEREBY AND ITS SUITABILITY FOR THE INVESTOR. ANY SPECIFIC ACKNOWLEDGMENT SET FORTH BELOW WITH RESPECT TO ANY STATEMENT CONTAINED IN THE OFFERING MATERIALS SHALL NOT BE DEEMED TO LIMIT THE GENERALITY OF THIS REPRESENTATION AND WARRANTY.

(b) **Opportunity to Verify Information.** The Investor acknowledges that representatives of the Partnership have made available to the Investor, during the course of this transaction and a reasonable time prior to the purchase of any Interests, the opportunity to ask questions of and receive answers from such representatives concerning the terms and conditions of the offering described in the Offering Materials, and to obtain any additional information which they possess or can acquire without unreasonable effort or expense necessary to verify the information contained in the Offering Materials or otherwise relative to the proposed activities of the Partnership or to otherwise evaluate the merits and risks of an investment in the Interest.

(c) **Purchase for Investment.** The Investor understands and agrees: (i) that the Investor must bear the economic risk of its investment in the Partnership until the liquidation of the Partnership; (ii) that the Interest has not been registered under the U.S. Securities Act of 1933, as amended (the “Securities Act”), and, therefore, cannot be resold or otherwise disposed of unless it is subsequently registered under the Securities Act or unless an exemption from such registration is available; (iii) that the Interest has not been registered under the laws of any jurisdiction outside of the United States and that the Investor is responsible for complying with any such laws, which may impose restrictions on the sale of the Interest by the Investor in any such jurisdiction; (iv) that the Partnership is not being registered as an “investment company” as the term “investment company” is defined in Section 3(a) of the U.S. Investment Company Act of 1940, as amended (the “Investment Company Act”); (v) that the Investor is purchasing the Interest for its own account and without a view toward distribution thereof; (vi) that the Investor shall not resell or otherwise dispose of all or any part of the Interest purchased by the Investor, except as permitted by law, including, without limitation, any regulations under the Securities Act and the applicable securities acts or similar statutes of the jurisdiction in which the Investor resides or any other applicable jurisdiction, including all regulations and rules of such laws, together with applicable published policy statements, instruments, notices and blanket orders or rulings of general application (collectively, “Applicable Securities Laws”), and any and all applicable provisions of the Partnership Agreement; (vii) that the transfer of the Interest and the substitution of another Limited Partner for the Investor are restricted by and subject to the terms of the Partnership Agreement; (viii) that neither the Partnership nor the General Partner has any intention of registering the Partnership as an “investment company” under the Investment Company Act or of registering the Interest under the Securities Act or of supplying the information which may be necessary to enable the Investor to sell the Interest; (ix) that the

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General Partner will not be registered as an investment adviser under the U.S. Investment Advisers Act of 1940, as amended (the “Investment Advisers Act”); and (x) that Rule 144 under the Securities Act may not be available as a basis for exemption from registration of any Interest. The Investor understands that there is no public or other market for the Interest, and it is not anticipated that such a market will ever develop. The Investor further understands that for the foregoing reasons, the Investor will be required to retain ownership of the Interest and bear the economic risk of this investment for an indefinite period of time.

(d) Full Contribution. The Investor understands that, except as otherwise provided in the Partnership Agreement, the Investor may not make less than the full amount of any required capital contribution or return less than the total amount of distributions required to be returned, and that default provisions with respect thereto, pursuant to which the Investor may suffer substantial adverse consequences (including, but not limited to, the loss of a material portion of its investment in the Partnership), are contained in the Partnership Agreement.

(e) Accredited Investor, Investment Company Act and Qualified Client Status. One or more of the categories set forth in Exhibit A hereto correctly and in all respects describes the Investor, and the Investor has so indicated by signing (or initialing or otherwise indicating), or causing its authorized representative(s) to sign (or initial or otherwise indicate), on the blank line or lines following each category on such Exhibit that so describes it. The Investment Company Act representations set forth in Exhibit B hereto are true and correct in all respects, and the Investor has so indicated by signing (or initialing or otherwise indicating), or causing its authorized representative(s) to sign (or initial or otherwise indicate) on the blank line or lines following a category in Part I of such Exhibit that so describes it and providing such information in Part III of such Exhibit as requested. One or more of the categories set forth on Exhibit C hereto correctly and in all respects describes the Investor, and the Investor has so indicated by checking, or causing its authorized representative(s) to check, the applicable box(es).

(f) No Need for Liquidity. The Investor has no need for liquidity in connection with its purchase of the Interest, and is able to bear the risk of loss of its entire investment in the Interest.

(g) Investment Objectives and Advice. The purchase of the Interest by the Investor is consistent with the general investment objectives of the Investor. The Investor hereby acknowledges that it has not relied on the General Partner or any of its partners, members, managers or Affiliates for investment advice with respect to an investment in the Partnership.

(h) Securities Laws. The Investor received the Offering Materials and first learned of the Partnership in the jurisdiction listed as the address of the Investor set forth on the Investor’s signature page hereto, and if such jurisdiction is a state within the United States, the Investor intends that the Applicable Securities Laws of that state alone shall govern this transaction. If the Investor is not a resident of the United States, the Investor understands that it is the responsibility of the Investor to satisfy himself, herself or itself as to full observance of the laws of any relevant territory outside of the United States in connection with the offer and sale of the Interest, including obtaining any required governmental or other consent, approvals or authorizations and observing any other applicable formalities, and any such Investor that is not a

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resident of the United States hereby represents that it is acting in compliance with the applicable laws, regulations, articles and by-laws of any relevant territory outside of the United States in connection with the offer and sale of the Interest and, to the best of its knowledge, that no filing or registration with or approval by the relevant governmental authorities or self-regulatory organizations in such jurisdiction is required in connection with the offer and sale of the Interest. Neither the Investor nor any Person that, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise has or shares voting power with respect to the Interest (which includes the power to vote, or to direct the vote, with respect to the Interest) or investment power over the Interest (which includes the power to dispose, or direct the disposition of, the Interest) is the subject of any conviction, order, judgment, decree, suspension, expulsion or bar described in Rule 506(d) under the Securities Act that, if the Investor or any such Person was deemed to be a 20% beneficial owner of the outstanding voting equity securities of an issuer seeking to rely on Rule 506 under the Securities Act, would require disclosure by such issuer under Rule 506(e) under the Securities Act or disqualify such issuer from relying on Rule 506. There are no actions pending against the Investor or any such other Person that would, if adversely determined, result in such a disqualification. The Investor agrees to notify the General Partner if the Investor or any such other Person becomes subject to any such conviction, order, judgment, decree, suspension, expulsion or bar.

(i) **Power and Authority; No Conflicts.** If the Investor is a natural person, the Investor has the legal capacity to execute, deliver and perform its obligations under this Subscription Agreement and the Partnership Agreement and grant the power of attorney as described in Section 10 of this Subscription Agreement and in 14.9.1 of the Partnership Agreement and if the Investor lives in a community property state in the United States, either (1) the source of the Investor's capital contributions to the Partnership will be the Investor's separate property and the Investor will hold the Investor's interest in the Partnership as separate property, or (2) the Investor has the authority alone to bind the community with respect to this Subscription Agreement and the Partnership Agreement. If the Investor is a corporation, trust, partnership, limited liability company, governmental agency or other entity, whether domestic or foreign: (i) it has the requisite power and authority to execute and deliver this Subscription Agreement and the Partnership Agreement; (ii) the Person signing this Subscription Agreement on behalf of the Investor has been duly authorized to execute this Subscription Agreement and the Partnership Agreement; and (iii) such execution and delivery does not, and the performance by the Investor of the obligations contemplated by this Subscription Agreement and the Partnership Agreement will not, violate, conflict with, or cause the Investor to be in default under, the terms of any agreement or instrument to which the Investor is a party or by which it or its assets is bound. This Subscription Agreement has been duly executed by the Investor and constitutes, and the Partnership Agreement, when the Investor is admitted as a Limited Partner, will constitute, a valid and legally binding agreement of the Investor. The Investor has obtained all necessary consents, approvals and authorizations of governmental authorities and other Persons required to be obtained in connection with its execution and delivery of this Subscription Agreement and the Partnership Agreement and the performance of its obligations hereunder and thereunder.

(j) **FOIA Investors.** Unless the Investor has otherwise indicated on the signature

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page hereto, the Investor is not a FOIA Investor (as defined below) and has no reason to believe that it may become a FOIA Investor. The Investor agrees that it shall promptly notify the General Partner if it becomes a FOIA Investor at any time after the date hereof. "FOIA Investor" shall mean any Investor that is: (i) a Person that is directly or indirectly subject to either Section 552(a) of Title 5, United States Code (commonly known as the "Freedom of Information Act") or any similar federal, state, county or municipal public disclosure law, whether foreign or domestic; (ii) a Person that is subject, by regulation, contract or otherwise, to disclose Partnership Information to a trading exchange or other market where interests in such Person are sold or traded, whether foreign or domestic; (iii) a pension fund or retirement system for a government entity, whether foreign or domestic; (iv) a Person who, by virtue of such Person's (or any of its Affiliate's) current or proposed involvement in government office, is required to or will likely be required to disclose Partnership Information to a governmental body, agency or committee (including, without limitation, any disclosures required in accordance with the U.S. Ethics in Government Act of 1978, as amended, and any rules and regulations of any executive, legislative or judiciary organization), whether foreign or domestic; (v) an Investor that is itself an entity that has any Person described in clauses (i) through (iv) above as a partner, member or other beneficial owner where the Partnership Information provided to or disclosed to such Investor could at any time become available to such Person; or (vi) an agent, nominee, fiduciary, custodian or trustee for any Person described in clauses (i) through (v) above.

(k) Knowledge and Experience. The Investor and its purchaser representative (if any) currently have, and (unless the Investor has a purchaser representative) the Investor had immediately prior to receipt of any offer regarding the Partnership, such knowledge and experience in financial and business matters as to be able to evaluate the merits and risks of an investment in the Partnership and has obtained, in the Investor's judgment, sufficient information from the Partnership or its authorized representatives to evaluate the merits and risks of such investment. The Investor has evaluated the risks of investing in the Partnership and has determined that it is a suitable and appropriate investment for the Investor.

(l) Purchaser Representative. If the Investor has utilized a purchaser representative, the Investor has previously given the Partnership notice in writing of such fact, specifying that such representative would be acting as the Investor's "purchaser representative" as defined in Rule 501(h) of Regulation D under the Securities Act.

(m) No View to Tax Benefits. The Investor is not acquiring the Interest with a view to realizing any benefits under United States federal income tax laws, and no representations have been made to the Investor that any such benefits will be available as a result of the Investor's acquisition, ownership or disposition of the Interest. The Investor has consulted with, and relied solely upon, its own tax advisors in connection with its decision to acquire the Interest. The Investor acknowledges and agrees that neither the Offering Materials nor this Subscription Agreement contain any disclosures concerning the tax aspects of the Partnership's activities under any state, local, foreign or other jurisdictions (other than United States federal income tax matters) and that the United States federal income tax matters summarized in the Offering Materials are general in nature, are not intended to apply, and likely will not apply, to any specific investor in light of its particular circumstances and in many cases are uncertain and subject to change.

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(n) **Publicly Traded Partnership.** The following representations are included with the intention of enabling the Partnership to qualify for the benefit of a “safe harbor” under Treasury Regulations from treatment of the Partnership as an entity subject to corporate income tax. *Either*:

- (1) The Investor is not a partnership, grantor trust, or Subchapter S corporation for United States federal income tax purposes (a “Flow-Through Entity”); *or*
- (2) The Investor is a Flow-Through Entity, but (i) at no time during the term of the Partnership will 65% or more of the value of any beneficial owner’s direct or indirect interest in the Investor be attributable to the Investor’s interests in the Partnership, (ii) less than 65% of the value of the Investor is attributable to the Investor’s interests in the Partnership, and (iii) permitting the Partnership to satisfy the 100-partner limitation set forth in Section 1.7704-1(h)(1)(ii) of the Treasury Regulations is not a principal purpose of any beneficial owner of the Investor in investing in the Partnership through the Investor.

If the Investor is unable to make either of such representations, the Investor hereby agrees to provide the General Partner, prior to the effective date of the purchase of the Interest, with evidence (including opinions of counsel) satisfactory in form and substance to the General Partner relating to the status of the Partnership under Section 7704 of the Code. If the Investor is an entity disregarded as separate from its owner for United States federal income tax purposes (a “Disregarded Entity”) and the first direct or indirect beneficial owner of the Investor that is not a Disregarded Entity (the “Investor’s Owner”) is a Flow-Through Entity, the Investor represents and warrants that the representations in this Section 2(n) would be true if all references to “the Investor” were replaced with “the Investor’s Owner.”

(o) **No Borrowings.** The Investor has not borrowed any portion of its contribution to the Partnership, either directly or indirectly, from the Partnership, the General Partner, or any Affiliate of the foregoing.

(p) **Partnership Counsel Does Not Represent the Investors.** The Investor understands that the General Partner has retained Proskauer Rose LLP (“Proskauer”) as counsel to the Partnership, Richards, Layton & Finger, P.A. (“RLF”), as special Delaware counsel to the General Partner, in connection with the formation of the Partnership and the offering of limited partner interests in the Partnership, and Sutherland Asbill & Brennan LLP (“Sutherland”) as special counsel to the Partnership, and that the General Partner may retain Proskauer, RLF and Sutherland as counsel in connection with the management and operation of the Partnership, including, without limitation, making, holding and disposing of investments. The Investor acknowledges that Proskauer, RLF and Sutherland will not represent the Investor or any other Limited Partner or prospective limited partner of the Partnership in connection with the foregoing, unless, subject to applicable law, the General Partner and the Investor or such other Limited Partner or prospective limited partner of the Partnership otherwise agree and the Investor or such other Limited Partner or prospective limited partner of the Partnership

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separately engage Proskauer, RLF and Sutherland in connection with the formation of the Partnership, the offering of limited partner interests in the Partnership, the management and operation of the Partnership or any dispute that may arise between the Investor or any other Limited Partner, on the one hand, and the General Partner and/or the Partnership on the other hand (the “Partnership Legal Matters”). The Investor will, if it wishes counsel on any Partnership Legal Matter, retain its own independent counsel with respect thereto and will pay all fees and expenses of such independent counsel (except as provided in the Partnership Agreement in connection with indemnification of a Limited Partner with which a member of the Investor Board is associated) unless otherwise determined by a court of competent jurisdiction. The Investor acknowledges and agrees that: (i) The representation of the Partnership and/or the General Partner by Proskauer, RLF and Sutherland is limited to those specific matters with respect to which it has been retained and consulted by such Persons; (ii) The representation of the Partnership and/or the General Partner by Proskauer, RLF and Sutherland is not exclusive; other matters involving the General Partner and/or the Partnership may exist where Proskauer, RLF and/or Sutherland has been neither retained nor consulted and such matters could affect the General Partner, the Partnership, the Partnership’s investments, its partnership capital investments, and/or their affiliates; (iii) Proskauer, RLF and Sutherland will not monitor the Partnership, the General Partner or their affiliates’ compliance with the Partnership Agreement (including, the Partnership’s policies, investment program or other investment guidelines, restrictions and procedures set forth in the Offering Memorandum and/or the Partnership Agreement), or with applicable laws, rules or regulations, unless in each case, Proskauer, RLF and/or Sutherland has been specifically retained to do so; (iv) Proskauer, RLF and Sutherland have neither investigated nor verified the accuracy and completeness of any of the information set forth in the Offering Memorandum and (v) Proskauer, RLF and Sutherland are not providing any advice, representation, warranty or other assurance of any kind as to any matter to any limited partner of the Partnership.

(q) Privacy Notice. If the Investor is a natural person, grantor trust or 401(k)/IRA Investor (as defined below), such Person acknowledges receipt of the notice attached hereto as Exhibit F regarding privacy of financial information under Regulation S-P, 17 C.F.R. 248.1 - 248.30 (“Regulation S-P”), adopted by the U.S. Securities and Exchange Commission pursuant to the privacy rules promulgated under Section 504 of the Gramm-Leach-Bliley Act of 1999, and agrees that the Interest is a financial product that the Investor has requested and authorized. In accordance with Section 14 of Regulation S-P, the Investor acknowledges and agrees that the Partnership may disclose nonpublic personal information of the Investor to the other Limited Partners, as well as to the Partnership’s accountants, attorneys and other service providers as necessary to effect, administer and enforce the Partnership’s and the Limited Partners’ rights and obligations.

(r) Anti-Money Laundering Representations. The Investor acknowledges that the Partnership and the General Partner are subject to certain anti-money laundering laws and related pronouncements and otherwise prohibited from engaging in transactions with, or providing services to, certain foreign countries, territories, entities and individuals, including without limitation, specially designated nationals, specially designated narcotic traffickers and other parties subject to United States government sanctions and embargo programs. In furtherance of

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the foregoing, the Investor hereby agrees to use its best efforts to ensure that:

- (1) None of the monies that it will contribute to the Partnership or any Parallel Fund or Alternative Investment Vehicle have been or shall be derived from, or related to, any activity that is deemed criminal under United States law; and
- (2) No contribution or payment by the Investor to the Partnership or any Parallel Fund or Alternative Investment Vehicle, to the extent that such contribution or payment is within its control, and no distribution to it (assuming such distribution is made in accordance with instructions provided to the General Partner by the Investor) shall cause the Partnership, any Parallel Fund, any Alternative Investment Vehicle, any Service Provider, the General Partner or any Principal to be in violation of the Anti-Money Laundering Laws.

The Investor: (i) shall promptly notify the General Partner if, to the knowledge of the Investor, it has made a contribution to the Partnership or any Parallel Fund or Alternative Investment Vehicle of money derived from, or related to, any activity that is deemed criminal under United States law or that could cause the Partnership, any Parallel Fund, any Alternative Investment Vehicle, the General Partner, any Service Provider or any Principal to be in violation of the Anti-Money Laundering Laws; (ii) shall provide the General Partner, promptly upon receipt of the General Partner's written request therefor, with any additional information regarding such Limited Partner or its beneficial owner(s) that the General Partner determines in good faith is required or advisable in order to determine or ensure compliance with all applicable laws, regulations and administrative pronouncements concerning money laundering and other criminal activities; (iii) shall notify the General Partner if (A) the Investor, (B) any Person controlling or controlled by the Investor, (C) the Investor is a privately held entity and, to the best of the Investor's knowledge, any Person having a beneficial interest in the Investor, or (D) to the best of the Investor's knowledge, any Person for which the Investor is acting as an agent or nominee is or becomes a prohibited country, territory, or Person listed on the Specially Designated Nationals and Blocked Persons List (the "SDN List") maintained by the Office of Foreign Assets Control of the United States Department of Treasury; and (iv) acknowledges that if at any time it is discovered that the Investor has made a contribution or payment to the Partnership of money derived from, or related to, any activity that is deemed criminal under United States or other law or that causes the Partnership, any Parallel Fund, any Alternative Investment Vehicle, the General Partner, any Service Provider or any Principal to be in violation of the Anti-Money Laundering Laws, any distribution to the Investor made in accordance with the Investor's instructions is "blocked" under Anti-Money Laundering Laws, the Investor or any Person described in clauses (iii)(B) – (D) above is or becomes listed on the SDN List, or if otherwise required by any applicable law or regulation related to money laundering, other criminal activities or government sanctions, the General Partner (in its own name and on behalf of the Partnership) may take appropriate actions to ensure compliance with any applicable laws, regulations and pronouncements.

The Investor hereby acknowledges that the Partnership Agreement provides substantial

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penalties to Limited Partners for violations of, or failure to comply with, this Section 2(r). The Investor further understands that the Partnership, General Partner or any Service Provider may release confidential information about the Investor and, if applicable, any underlying beneficial owners, to proper authorities if the General Partner or any Service Provider determines in good faith that it is required in light of relevant rules and regulations.

(s) **Nominees and Custodians.** If the undersigned is acting as nominee or custodian for another Person in connection with the Interest, the undersigned has so indicated on its signature page hereto. The representations and warranties contained in this Section 2 regarding the Investor are true and accurate with regard to the Person for which the undersigned is acting as nominee or custodian and the undersigned nominee or custodian has full power and authority to make such representations on behalf of and execute binding agreements enforceable against such Person. Without limiting the generality of the foregoing, the representations and warranties regarding the status of the Investor in Exhibits A through E are true with respect to, and accurately describe, the Person for which the undersigned is acting as nominee or custodian. The Person for which the undersigned is acting as nominee or custodian will not transfer or otherwise dispose of or distribute any part of its economic or beneficial interest in (or any other rights with respect to) the Interest without complying with all of the Applicable Securities Laws and all of the applicable provisions of the Partnership Agreement as if such Person were a direct Limited Partner of the Partnership and were transferring a direct limited partner interest in the Partnership. If the undersigned is acting as nominee or custodian for another Person, the undersigned agrees to provide such other information as the General Partner may reasonably request regarding the undersigned and the Person for which the undersigned is acting as nominee or custodian in order to determine the eligibility of the Investor to purchase the Interest.

(t) **Final Form.** The Investor understands and acknowledges that its investment in the Partnership shall be subject to the terms and conditions of this Subscription Agreement and the Partnership Agreement in such final forms as shall be executed by the parties thereto and as the same may be amended from time to time in accordance with their respective terms. The Investor further understands and acknowledges that certain of the terms and conditions of the Partnership Agreement originally set forth in the Offering Memorandum may have been modified and, as modified, will be reflected in the final form of the Partnership Agreement.

(u) **No General Solicitation or General Advertisement.** The Investor acknowledges that it is not purchasing an Interest as a result of or subsequent to (i) any advertisement, article, notice or other communication published in any newspaper, magazine or similar media (including any Internet site that is not password protected) or broadcast over television or radio or (ii) any seminar or meeting whose attendees, including the Investor, had been invited as a result of, subsequent to or pursuant to the foregoing.

(v) **No Prospectus/Rights of Action/Reliance on Information.** The Partnership is relying on (and the offering is conditional upon) an exemption from the requirement to provide the Investor with a prospectus under the Applicable Securities Laws and as a consequence of acquiring the Interests pursuant to such exemption, certain protections, rights and remedies provided by the Applicable Securities Laws, including statutory rights of rescission or damages, may not be or may only be partially available to the Investor, or others for whom it is contracting

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hereunder, and such Persons may not receive information that would otherwise be required to be provided under the Applicable Securities Laws and the Partnership is relieved from certain obligations that would otherwise apply under the Applicable Securities Laws. The Investor did not rely on any information whatsoever, except for the Offering Materials, to make such decision and such materials were not accompanied by any advertisement, including, without limitation, in printed public media, radio, television or telecommunications, including electronic display and the internet, or part of a general solicitation.

(w) Plan Investor Status; ERISA Partners; Self-Directed Plan Investors. The Investor has indicated on Exhibit D hereto whether or not it is, or is acting on behalf of, a “Benefit Plan Investor” or an “Other Plan Investor,” in each case as such term is used in Exhibit D, and made certain other representations and warranties in such Exhibit D. Unless the Investor has indicated that it is an “ERISA Partner” on the signature page hereto, the Investor is not, and will not hereafter permit itself to become, a “benefit plan investor” as defined in Section 3(42) of the U.S. Employee Retirement Income Security Act of 1974, as amended (“ERISA”). If the Investor is not a Benefit Plan Investor as of the date hereof, the Investor shall promptly notify the General Partner in writing in the event it ever becomes, or there is a material likelihood that it will become, a Benefit Plan Investor. If the Investor is a “Plan Investor” as such term is used in Exhibit D, the Investor’s participants are not permitted to self-direct investments, unless the Investor (i) is investing for the account of an individual participant or owner of either a self-directed 401(k) plan or a self-directed “individual retirement account” (a “401(k)/IRA Investor”) within the meaning of Section 408(a) of the Code and (ii) has indicated that it is a 401(k)/IRA Investor on the signature page hereto. If the Investor is a 401(k)/IRA Investor, the Interest shall, at all times after the purchase thereof by the Investor and prior to any transfer of such Interest pursuant to the terms of the Partnership Agreement, be beneficially owned solely by one individual (i.e., the participant or owner who directed the investment in the Interest).

(x) Control. Unless the Investor has indicated otherwise on the signature page hereto, to the Investor’s knowledge, the Investor is not controlled by, does not control and is not under common control with any other Limited Partner of the Partnership.

(y) Investment Advisers Act Representations. The Investor acknowledges receipt of a copy of Forest Investment Associates, L.P. Form ADV Part 2A and 2B at least 48 hours prior to the acceptance of the subscription hereby. The Investor hereby agrees that until the completion of the liquidation of the Partnership or for so long as the Investor is a limited partner in the Partnership, the Partnership, the General Partner and any Service Provider may provide in any electronic medium (including via email or website access) any disclosure or document that is required by any Applicable Securities Laws to be provided by a Service Provider. The Investor may revoke such agreement to receive such documents via electronic medium at any time by written notice to the General Partner specifying such revocation. With respect to the compensation arrangements between the Investor, the Partnership and the General Partner set forth in the Partnership Agreement, the Investor understands and acknowledges that (i) services similar to those to be provided by the General Partner and any Service Provider to the Partnership may be available elsewhere at a lower fee, (ii) the Partnership Agreement represents arm’s-length arrangements between the Partnership, the General Partner and the Investor, and (iii) the Investor, alone or together with the Investor’s independent agent, understands the

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proposed methods of compensation of the General Partner and its risks.

(z) **SEC Reporting.** In order to provide the information required to be reported by Forest Investment Associates, L.P. on Form ADV Part 1 and/or Form PF, the Investor has indicated the categories set forth on Exhibit E hereto that describe the Investor by checking, or by causing its authorized representative(s) to check, the applicable boxes.

(aa) **Status as a U.S. Investor.** Unless the Investor has otherwise indicated on the signature page hereto, the Investor hereby represents, warrants and covenants that it is and will remain a U.S. Investor (as defined below), and that it has no reason to believe that it may cease to be a U.S. Investor. The Investor agrees that it shall promptly notify the General Partner if it ceases to be a U.S. Investor at any time after the date hereof. “U.S. Investor” shall mean any Investor (i) that is, and will remain, a “United States Person” as defined in Section 7701(a)(30) of the Code, and (ii) in the case of an Investor that is a “partnership” as defined in Section 7701(a)(2) of the Code, where each “partner” (as defined in Section 7701(a)(2) of the Code and modified by the next sentence hereof) in the Investor is, and will remain, a “United States Person.” For purposes of clause (ii) of the preceding sentence, the term “partner” includes any interest in the Investor held indirectly through one or more partnerships.

3. **Closing; Capital Contribution; Warehoused Investments.** The closing (the “Closing”) of the sale and purchase of the Interest shall take place on such date and time and at such place as shall be selected by the General Partner. Subject to the terms and conditions of the Partnership Agreement, the initial capital contribution for the purchase of the Investor’s Interest as well as each additional capital contribution shall take place on such date and at such times as shall be selected by the General Partner in accordance with the Partnership Agreement. The Investor acknowledges that, if disclosed in the Offering Materials, certain investments held by Affiliates of any Service Provider may be transferred to the Partnership and consents to any such transfer on the terms disclosed in the Offering Materials.

4. **Delivery of Closing Documents.** As soon as practicable following the Final Closing Date, the General Partner will deliver to the Investor an executed copy of the Partnership Agreement and a counterpart of this Subscription Agreement, executed by the General Partner.

5. **Expenses.** The Investor will pay its own expenses relating to this Subscription Agreement and the purchase of the Investor’s Interest in the Partnership hereunder.

6. **Amendments.** Neither this Subscription Agreement nor any term hereof may be changed, waived, discharged or terminated except with the written consent of the Investor and the General Partner.

7. **Reduction or Rejection of Subscription.** The Investor acknowledges that the subscription for the Interest contained herein may be reduced or rejected by the General Partner on behalf of the Partnership in its sole discretion at any time prior to the acceptance hereof by the General Partner. If the Investor’s subscription is rejected, the Investor shall, at the request of the General Partner, promptly return all Offering Materials provided to the Investor or certify as to their destruction.

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8. Additional Investor Information; Indemnity. The Investor understands that the information provided herein (including the Exhibits hereto) will be relied upon by the Partnership and the General Partner for the purpose of determining the eligibility of the Investor to purchase the Interest or hold the Interest and for the purpose of making any necessary filings required pursuant to Applicable Securities Laws and the Investment Advisers Act. The Investor agrees to provide, if requested, any additional information that may reasonably be required to determine the eligibility of the Investor to purchase or hold the Interest or to permit the General Partner to make any necessary securities filings under Applicable Securities Laws, the Investment Advisers Act or Anti-Money Laundering Laws or similar applicable laws of foreign jurisdictions or the requirements related to a Partnership investment. In addition, the Investor consents to the use of the information contained herein and provided subsequent hereto for the purposes of making such filings. The Investor represents and agrees that the information provided herein (including the Exhibits hereto) regarding the Investor is true and correct as of the date of this Subscription Agreement and will be true and correct as of the date of the Investor's admission to the Partnership as a Limited Partner. Without limiting the generality of the foregoing, if there should be any change in the information provided herein regarding the Investor prior to the Investor's admission to the Partnership, the Investor will immediately furnish revised or corrected information to the General Partner in writing. In addition to the Investor's agreement to provide updated information pursuant to Section 2, the Investor will furnish to the Partnership, upon request, any other information about the Investor reasonably determined by the General Partner to be necessary or convenient for the formation, operation, dissolution, winding-up or termination of the Partnership, including, if relevant, information with respect to the foreign citizenship, residency, ownership or control of the Investor and its beneficial owners so as to permit the General Partner to evaluate and comply with any regulatory and tax requirements applicable to the Partnership or proposed investments of the Partnership; provided that (A) such other information is in the Investor's possession or is available to the Investor without unreasonable effort or expense and (B) the Investor's obligations with respect to other information shall not apply to information that the Investor is required by law or agreement to keep confidential. Unless otherwise agreed by the General Partner in writing, to the fullest extent permitted by law, the Investor agrees to indemnify and hold harmless the Partnership, the General Partner, any Affiliate of the Partnership or the General Partner, and any director, officer, partner, member, manager, employee or agent of any such party against any loss, damage, or liability due to or arising out of a breach of any representation, warranty or agreement of the Investor contained in this Subscription Agreement (including the Exhibits hereto) or in any other documents provided by the Investor to the Partnership, the General Partner or any Service Provider in connection with the Investor's investment in the Interest.

9. Withholding Forms. The Investor represents, warrants and agrees (for the benefit of the Partnership and of any person or entity who participated in the offer or sale of the Interest) that it will provide in a timely manner a properly completed U.S. Internal Revenue Service Tax Form W-8BEN, W8-BEN-E, W-8IMY, W-8EXP or W-8ECI (each, a foreign person certificate) or W-9 (a U.S. person certificate), as appropriate, and to the extent the Investor has provided a W-8IMY, the Investor represents, warrants and agrees that it will provide properly completed withholding certificates for its beneficial owners. The Investor shall (a) promptly inform the General Partner of any change in such information and (b) furnish to the Partnership a

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new properly completed and executed Form W-9, or appropriate Form W-8 (and any accompanying required documentation), as applicable, as may be requested from time to time by the General Partner and as may be required under the Internal Revenue Service instructions to such forms, the Code or any applicable Treasury Regulations. The Investor shall cooperate with the General Partner to provide in a timely manner any other information, form, disclosure, certification or documentation that the General Partner may reasonably request (including, without limitation, any information requested pursuant to Sections 1471-1474 of the Code or any agreement between the United States and any non-U.S. jurisdiction implementing such Code sections or any laws, rules or regulations pursuant to such an agreement) in order to maintain appropriate records and provide for withholding amounts, if any, relating to the Investor's interest in the Partnership, or otherwise as the General Partner deems reasonably necessary for the conduct of the Partnership's affairs. In the event that the Investor fails to provide any such information regarding U.S. tax withholding, the General Partner, the Partnership and their respective direct or indirect partners, members, managers, officers, directors, employees, agents, service providers and their affiliates shall have no obligation or liability to the Investor with respect to any U.S. tax matters or obligations that may be assessed against the Investor or its beneficial owners. The Investor expressly acknowledges that such tax forms and withholding information may be provided to any withholding agent that has control, receipt or custody of the income of which the Investor is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the Investor is the beneficial owner. In addition, the Investor consents to the use of any information provided by the Investor for purposes of complying with Sections 1471-1474 of the Code or any agreement between the United States and any non-U.S. jurisdiction implementing such Code sections or any law, rules or regulations pursuant to such an agreement. Without limiting the generality of the foregoing, the Investor agrees to waive any provision of foreign law that, absent such waiver, would prevent any reporting of information referred to in Section 1471(b) or (c) of the Code.

10. Power of Attorney. The Investor hereby (i) confirms the power of attorney granted in 14.9.1 of the Partnership Agreement as if such power of attorney were set forth in full herein and (ii) constitutes and appoints the General Partner as such Investor's true and lawful representative and attorney-in-fact, in such Investor's name, place and stead with full power of substitution, to execute, sign, acknowledge and deliver the Partnership Agreement on behalf of such Investor. The Investor is fully aware that it, he or she has executed this attorney-in-fact, and that the General Partner and each Partner will rely on the effectiveness of such powers in concluding that such Investor is bound by, and subject to, the Partnership Agreement, including the power of attorney set forth in 14.9.1 of the Partnership Agreement. The Investor agrees to execute such other documents as the General Partner may reasonably request in order to give effect to the intention and purposes of the power of attorney contemplated by this Section 10 and 14.9.1 of the Partnership Agreement. This power of attorney is coupled with an interest and shall survive and not be affected by the subsequent disability or incapacity of the principal.

11. General. This Subscription Agreement (i) shall be binding upon the Investor and the legal representatives, successors and permitted assigns of the Investor, (ii) shall survive the admission of the Investor as a Limited Partner of the Partnership, (iii) shall, to the fullest extent permitted by law, not be assignable by the Investor without the written consent of the General

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Partner and (iv) shall, if the Investor consists of more than one Person, be the joint and several obligation of all such Persons. The Investor certifies that this Subscription Agreement has not been altered or otherwise revised in any manner from the version initially provided to the Investor by the General Partner. Two or more duplicate originals of this Subscription Agreement may be executed by the undersigned and accepted by the General Partner, each of which shall be an original, but all of which together shall constitute one and the same instrument. Facsimile and portable document format (PDF) copies of this Agreement shall have the same force and effect as an original. This Subscription Agreement shall be governed by the internal laws of the State of Delaware without regard to the conflicts-of-laws provisions thereof. The invalidity or unenforceability of any one or more provisions of this Subscription Agreement shall not affect the other provisions and, to the maximum extent permitted by law, this Subscription Agreement shall be construed by reducing or limiting such invalid or unenforceable provision to the minimum extent necessary to be compatible with applicable law unless such provision as so reduced or limited would be inconsistent with the intention of the parties as expressed in this Subscription Agreement, in which case this Subscription Agreement shall be construed as if such invalid or unenforceable provision were omitted.

THE INVESTOR AND THE GENERAL PARTNER, ON BEHALF OF ITSELF AND THE PARTNERSHIP, IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR PROCEEDING BROUGHT BY OR AGAINST THE GENERAL PARTNER, ANY SERVICE PROVIDER (OR THEIR RESPECTIVE PARTNERS, MEMBERS, MANAGERS, DIRECTORS, OFFICERS, STOCKHOLDERS, CONSULTANTS OR EMPLOYEES, IN THEIR CAPACITY AS SUCH OR IN ANY RELATED CAPACITY) OR THE PARTNERSHIP, OR IN ANY WAY RELATING TO THIS SUBSCRIPTION AGREEMENT OR THE OFFERING MATERIALS.

Captions and headings in this Subscription Agreement are for convenience of reference only, and shall not limit or otherwise affect the meaning hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[INVESTOR MUST COMPLETE THE FOLLOWING SIGNATURE PAGES AND EXHIBITS]

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LIMITED PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement for the purchase of a limited partner interest (the "Interest") in FIA Timber Growth and Value Partners, L.P. or for any Parallel Fund or Alternative Investment Vehicle (each a "Partnership"). Upon acceptance by the General Partner, the undersigned shall be admitted as a Limited Partner of the Partnership or a limited partner or similar investor of a Parallel Fund or Alternative Investment Vehicle, in the General Partner's discretion.

Subscription

Amount of Interest Purchased:

\$ _____

U.S. Social Security or U.S. Federal Tax Identification No.:

Typed or printed name and
address of Investor:

Telecopier No.: _____

Consent to receive notices by e-mail: Yes ____ No ____

Email address: _____

"401(k)/IRA Investor" (as defined in Section 2(w) of this
Subscription Agreement): Yes ____ No ____

"ERISA Partner" (for purposes of the Partnership
Agreement): Yes ____ No ____

"FOIA Investor": Yes ____ No ____

Is the party signing this document acting as a nominee or
custodian for another person or entity? Yes ____ No ____

(Print or Type Name of Investor)

[Sign Here]:

By: _____
(Title, if applicable) _____
(Name, if applicable) _____

Preferred address for receiving
communications (*Do not complete
if already listed on prior column*):

Type of Entity for U.S. tax purposes (*e.g. individual,
corporation, estate, trust, partnership, exempt organization,
nominee, custodian*):

Check the following box if the Investor is controlled by,
controls, or is under common control with any other
Limited Partner of the Partnership. ☐

If the Investor checks the box above, please attach a
supplemental sheet that identifies the other Limited Partner
and describes the relationship between the Investor and
such other Limited Partner.

"Foundation Partner": Yes ____ No ____

"Public Plan Partner": Yes ____ No ____

"Tax-Exempt Partner": Yes ____ No ____

"U.S. Investor": Yes ____ No ____

If the Investor is not a U.S. Investor, is the Investor a
pension scheme or plan? Yes ____ No ____

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LIMITED PARTNER SIGNATURE PAGE

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement for the purchase of a limited partner interest (the "Interest") in FIA Timber Growth and Value Partners, L.P. or for any Parallel Fund or Alternative Investment Vehicle (each a "Partnership"). Upon acceptance by the General Partner, the undersigned shall be admitted as a Limited Partner of the Partnership or a limited partner or similar investor of a Parallel Fund or Alternative Investment Vehicle, in the General Partner's discretion.

Subscription

Amount of Interest Purchased:

\$ _____

U.S. Social Security or U.S. Federal Tax Identification No.:

Typed or printed name and
address of Investor:

Telecopier No.: _____

Consent to receive notices by e-mail: Yes ____ No ____

Email address: _____

"401(k)/IRA Investor" (as defined in Section 2(w) of this
Subscription Agreement): Yes ____ No ____

"ERISA Partner" (for purposes of the Partnership
Agreement): Yes ____ No ____

"FOIA Investor": Yes ____ No ____

Is the party signing this document acting as a nominee or
custodian for another person or entity? Yes ____ No ____

(Print or Type Name of Investor)

[Sign Here]:

By: _____
(Title, if applicable) _____
(Name, if applicable) _____

Preferred address for receiving
communications (*Do not complete
if already listed on prior column*):

Type of Entity for U.S. tax purposes (*e.g. individual,
corporation, estate, trust, partnership, exempt organization,
nominee, custodian*):

Check the following box if the Investor is controlled by,
controls, or is under common control with any other
Limited Partner of the Partnership. ☐

If the Investor checks the box above, please attach a
supplemental sheet that identifies the other Limited Partner
and describes the relationship between the Investor and
such other Limited Partner.

"Foundation Partner": Yes ____ No ____

"Public Plan Partner": Yes ____ No ____

"Tax-Exempt Partner": Yes ____ No ____

"U.S. Investor": Yes ____ No ____

If the Investor is not a U.S. Investor, is the Investor a
pension scheme or plan? Yes ____ No ____

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FIA Timber Growth and Value Partners, L.P.
Investor Information Sheet

Wire Instructions for Cash Distributions:

Bank Name: _____
Bank Address: _____

Telephone: _____
ABA: _____
Account Name: _____
Account Number: _____
Reference: _____

Primary Contact:

Name: _____
Title: _____
Address: _____

Telephone No.: _____
Facsimile No.: _____
E-mail: _____
Information Code(s): _____

Secondary Contact:

Name: _____
Title: _____
Address: _____

Telephone No.: _____
Facsimile No.: _____
E-mail: _____
Information Code(s): _____

Secondary Contact:

Name: _____
Title: _____
Address: _____

Telephone No.: _____
Facsimile No.: _____
E-mail: _____
Information Code(s): _____

Delivery Instructions for Stock Distributions:

Brokerage Institution: _____
DTC Number: _____
Address: _____

Telephone: _____
Contact Name: _____
Account Name: _____
Account Number: _____

Information Code Definitions

MTG	LP meeting notices
RPT	Quarterly and Annual Reports
LG	Legal documents
CC	Capital call notices
CD	Cash distributions
K1	Tax information
SD	Stock distributions

***Please provide a primary and secondary
(if applicable) contact for each
information code listed above. If
necessary, include additional pages.***

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The foregoing Subscription Agreement is hereby accepted by the undersigned as of the date set forth below:

FIA Timber Growth and Value Management, LLC
(For itself and for the Partnership)

By: _____

Name:

Title: Manager

Date of Acceptance: _____

Amount of Interest accepted by the General Partner on behalf of the Partnership (if less than the amount set forth on the Investor's signature page above as permitted by Section 7):
\$ _____

If the General Partner executes this Subscription Agreement and the preceding line is left blank, the General Partner on behalf of the Partnership has accepted the Investor's subscription for an Interest in the amount set forth on the Investor's signature page.

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ACCREDITED INVESTOR STATUS

The Investor hereby represents and warrants, pursuant to Section 2(e) of the attached Subscription Agreement, that he, she or it is correctly and in all respects described by the category or categories set forth below directly under which the Investor or its authorized representative has signed his, her or its name (or initialed or otherwise indicated describes the Investor).

[SIGN BELOW THE CATEGORY OR CATEGORIES THAT DESCRIBE(S)
THE INVESTOR]

1. The Investor is a natural person whose net worth¹, either individually or jointly with such person's spouse, at the time of such person's purchase, exceeds \$1,000,000.

2. The Investor is a natural person who had individual income in excess of \$200,000, or joint income with that person's spouse in excess of \$300,000, in the previous two calendar years and reasonably expects to reach the same income level in the current calendar year.

3. The Investor is a corporation, partnership, limited liability company or other organization described in Section 501(c)(3) of the Internal Revenue Code, or Massachusetts or similar business trust, not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000.

4. The Investor is an entity which falls within one of the following categories of accredited investor set forth in Rule 501(a) of Regulation D under the Securities Act ("Regulation D"):

(a) A bank as defined in Section 3(a)(2) of the Securities Act, or any savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or a fiduciary capacity.

¹ In calculating the Investor's net worth: (i) the Investor's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the Investor's primary residence, up to the estimated fair market value of the primary residence at the time of purchase, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of purchase exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the Investor's primary residence in excess of the estimated fair market value of the primary residence at the time of purchase shall be included as a liability. In calculating the Investor's net worth jointly with the Investor's spouse, the Investor's spouse's primary residence (if different from the Investor's own) and indebtedness secured by such primary residence should be treated in a similar manner.

(b) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934.

(c) An insurance company as defined in Section 2(13) of the Securities Act.

(d) An investment company registered under the Investment Company Act of 1940 or as a business development company as defined in Section 2(a)(48) of that Act.

(e) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

(f) Any plan established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such a plan has total assets in excess of \$5,000,000.

(g) Any private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

(h) An employee benefit plan within the meaning of Title I of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser or if the employee benefit plan has total assets in excess of \$5,000,000 or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors as described in one or more of the categories set forth in paragraphs 1 through 4 of this Exhibit A.

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(i) A trust, with total assets in excess of \$5,000,000 not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a “sophisticated person” (meaning a person that has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Partnership).

5. The Investor is an entity (other than a trust) in which all of the equity owners are accredited investors and described in one or more of the categories set forth in items 1 through 4 above.

6. The Investor is a revocable grantor trust, and (a) each grantor of the trust has the power to revoke the trust at any time and regain title to the trust assets, (b) the grantors may amend the trust at any time and (c) each grantor is an accredited investor as described in one or more of the categories set forth in items 1 through 4 above. If the Investor is described by this item 5, the Investor should describe the circumstances under which the trust may be revoked and amended by the grantor(s).

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INVESTMENT COMPANY ACT REPRESENTATIONS

Part I. The Investor hereby represents and warrants, pursuant to Section 2(e) of the attached Subscription Agreement, that he, she or it is correctly and in all respects described by the category or categories set forth below directly under which the Investor or its authorized representative has signed his, her or its name (or initialed or otherwise indicated that each such category describes the Investor).

[SIGN BELOW THE CATEGORY OR CATEGORIES THAT DESCRIBE(S) THE INVESTOR]

In order to complete the following information you should read pages B-5 and B-6 of this Exhibit B for information regarding the definition of “Investments” and for information regarding the valuation of “Investments.”

1. The Investor is a natural person¹ (or a 401(k)/IRA Investor directed by and for the benefit of a single natural person) who owns \$5,000,000 or more in Investments². In making this determination, subtract the amount of any outstanding indebtedness incurred to make the Investments².

2. The Investor (a) is a “company”³ (a “Family Company”) that owns \$5,000,000 or more in Investments² and that is “owned” directly or indirectly by or for two or more natural persons who are related as siblings or spouses (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations, or trusts established by or for the benefit of such persons (“Qualifying Family Members”), (b) is not a “company” that is excluded from the definition of “qualified purchaser” under the Investment Company Act of 1940, as amended (the “Investment Company Act”) and the rules and regulations thereunder because of Section 2(a)(51)(C) of the Investment Company Act⁴ and (c) was not formed for the specific purpose of investing in the

¹ Spouses who will hold a joint, community property or other similar shared ownership interest in the Partnership are treated as a single individual investor for purposes of this Exhibit B. See “Joint Investments” on page B-6 of this Exhibit B.

² The term Investments is defined in Rule 2a51-1 under the Investment Company Act.

³ Section 2(a)(8) of the Investment Company Act defines “company” as a corporation, partnership, association, joint-stock company, trust, fund, or any organized group of persons whether incorporated or not; or any receiver, trustee in a case under Title 11 of the United States Code, or similar official, or any liquidating agent for any of the foregoing, in his capacity as such.

⁴ Under Section 2(a)(51)(C) of the Investment Company Act, the term “qualified purchaser” does not include a company that, but for the exceptions provided for in paragraph (1) or (7) of Section 3(c) of the Investment Company Act, would be an investment company (an “excepted investment company”), unless all beneficial owners of its outstanding securities (other than short-term paper), determined in accordance with Section 3(c)(1)(A) of the Investment Company Act, that acquired such securities on or before April 30, 1996 (“pre-amendment beneficial owners”), and all pre-amendment beneficial owners of the outstanding securities (other than short-term paper) of any excepted investment company that, directly or indirectly, owns any outstanding

Partnership. In making this determination, subtract the amount of any outstanding indebtedness incurred by the Family Company or any of its owners to make the Investments² held by the Family Company. If the Investor is a trust, all present and future, vested and contingent, economic interests in the assets of such trust are held exclusively by Qualifying Family Members.

3. The Investor is a trust (a) that is not covered by item 2 above, (b) that was not formed for the specific purpose of investing in the Partnership, (c) whose trustee or other person authorized to make decisions with respect to the trust is a Qualified Purchaser (as described in item 1, 2 or 4 of this Exhibit B) and of which each settlor and each other person who has contributed assets to the trust was, as of at least one time at which such settlor or other person contributed assets to the trust, a Qualified Purchaser (as described in item 1, 2 or 4 of this Exhibit B), and (d) that is not excluded from the definition of “qualified purchaser” under the Investment Company Act and the rules and regulations thereunder because of Section 2(a)(51)(C) of the Investment Company Act⁴. In making this determination, subtract the amount of any outstanding indebtedness incurred to make the Investments².

4. The Investor (a) is acting for its own account or the accounts of other Qualified Purchasers⁵, (b) in the aggregate, owns and invests on a discretionary basis \$25,000,000 or more in Investments², (c) is not a “company” that is excluded from the definition of “qualified purchaser” under the Investment Company Act and the rules and regulations thereunder because of Section 2(a)(51)(C) of the Investment Company Act⁴, and (d) was not formed for the specific purpose of investing in the Partnership. In making this determination, subtract the amount of any outstanding indebtedness incurred to make the Investments².

5. The Investor (a) is a “Qualified Institutional Buyer” within the meaning of paragraph (a) of Rule 144A of the Securities Act of 1933, as amended (“Rule 144A”), acting for its own account⁶, the account of another Qualified Institutional Buyer, or the account of a Qualified Purchaser⁵, and (b) if the Investor is a dealer described in paragraph (a)(1)(ii) of Rule 144A, the Investor owns and invests on a discretionary basis at least \$25,000,000 in

securities of such excepted investment company, have consented to its treatment as a qualified purchaser. See Section 2(a)(51)(C) of the Investment Company Act and Rule 2a51-2 under the Investment Company Act regarding this consent requirement.

⁵ See items 1, 2, 3, 4 and 5 of this Exhibit B to determine whether such person or persons is a Qualified Purchaser.

⁶ A plan referred to in paragraph (a)(1)(i)(D) or (a)(1)(i)(E) of Rule 144A, or a trust fund referred to in paragraph (a)(1)(i)(F) of Rule 144A that holds the assets of such a plan, will not be deemed to be acting for its own account if investment decisions with respect to the plan are made by the beneficiaries of the plan (except with respect to investment decisions made solely by the fiduciary, trustee or sponsor of such plan).

securities of issuers that are not affiliated persons of the Investor. In making these determinations, the Investor must subtract the amount of any outstanding indebtedness incurred to make the Investments².

6. The Investor is a “company”³ (other than a trust) and each beneficial owner of the Investor’s securities is a Qualified Purchaser, as described in items 1, 2, 3, 4 or 5 above.

Part II. If the Investor is a corporation, trust, partnership, limited liability company or other organization:

(a) The Investor was not, and will not be, formed or “recapitalized”⁷ for the specific purpose of acquiring the Interest;

(b) The Investor’s stockholders, partners, members or other beneficial owners have no individual discretion as to their participation or non-participation in the Interest and will have no individual discretion as to their participation or non-participation in particular investments made by the Partnership;

(c) The Investor has not and will not invest more than 40% of its “committed capital”⁸ in any single entity, including the Partnership, which is excluded from the definition of “investment company” solely by reason of Section 3(c)(1) or 3(c)(7) of the Investment Company Act;

(d) The Investor is not an “investment company” within the meaning of Section 3(a) of the Investment Company Act or an entity that would be an “investment company” but for the exception provided for in Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act;

(e) If the Investor holds 10% in interest or greater of the Partnership, the Investor’s ownership of the Interest will constitute beneficial ownership by “one person” for purposes of determining the number of persons who beneficially own securities of the Partnership for purposes of Section 3(c)(1) of the Investment Company Act (or such greater number as is indicated below); and

(f) The Investor’s ownership of the Interest will constitute beneficial ownership by “one person” for purposes of determining the number of persons who beneficially own securities of the Partnership for purposes of Section 3(c)(1) of the Investment Company Act (or such greater number as is indicated below).

⁷ The term “recapitalized” shall include new investments made in the Investor solely for the purpose of financing its acquisition of the Interest and not made pursuant to a prior financing commitment.

⁸ The term “committed capital” includes all amounts that have been contributed to the Investor by its shareholders, partners, members or other equity holders plus all amounts that such persons remain obligated to contribute to it.

Part III. If any of the foregoing representations in Part II are not true, please state which representations are not true and explain why such representations are not true, in the space below.

If the Investor is unable to make any of the representations in Part II above, the Investor may not be eligible to invest in the Partnership. Investors that are unable to make all of the representations in Part II above should contact Proskauer Rose LLP, counsel to the Partnership, as soon as possible.

Definitions

The following definitions and summary of the applicable sections of the Investment Company Act and the rules and regulations thereunder are provided for the Investor's information and are designed to assist the Investor in determining whether the Investor is a Qualified Purchaser. Although the definition of Investments under the Investment Company Act includes most of what are ordinarily considered "investments" or "securities" (but excludes assets such as jewelry, artwork, antiques and other similar collectibles), issues may arise as to whether a particular holding falls within the definition. The Investor is strongly encouraged to consult its own legal advisors for guidance on these issues and with respect to its status as a Qualified Purchaser.

Types of Investments. As defined in Rule 2a51-1 under the Investment Company Act, the term "Investment" includes the investments described below. See the accompanying footnotes for more complete definitions.

- (a) Cash and cash equivalents (including foreign currency) held for investment purposes, including bank deposits, certificates of deposit, bankers acceptances and similar bank instruments held for investment purposes, and the net cash surrender value of an insurance policy.
- (b) Securities⁹.
- (c) Real estate held for investment purposes (which generally does *not* include a place of business used by the Investor or the Investor's family or a personal residence used by the Investor or the Investor's family).
- (d) Commodity futures contracts, options on commodity futures contracts, and options on physical commodities (each, a "Commodity Interest") traded on or subject to the rules of a major commodities exchange¹⁰, and held for investment purposes.
- (e) Physical commodities such as gold or silver with respect to which a Commodity Interest is traded on a major commodities exchange¹⁰ and which are held for investment purposes.

⁹ The term "securities" is defined in section 2(a)(1) of the Securities Act of 1933, as amended (the "Securities Act"); however, the term "securities" does not include securities of an issuer that controls, is controlled by, or is under common control with the Investor, unless the issuer of such securities is: (a)(1) an investment company within the meaning of the Investment Company Act, (2) a company that would be an investment company but for the exclusions provided by Sections 3(c)(1) through 3(c)(9) of the Investment Company Act or the exemptions provided by Rule 3a-6 or Rule 3a-7 under the Investment Company Act, or (3) a commodity pool; (b) a public company which (1) files reports pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, or (2) has a class of securities that are listed on a "designated offshore securities market" as such term is defined by Regulation S under the Securities Act; or (c) a company with shareholders' equity of not less than \$50 million (as determined in accordance with generally accepted accounting principles) as reflected on the company's most recent financial statements, provided that such financial statements present the information as of a date within 16 months preceding the date on which the Investor acquires its interest in the Partnership.

¹⁰ Any contract market designated for trading such transactions under the Commodity Exchange Act and the rules thereunder or any board of trade or exchange outside the United States, as contemplated in Part 30 of the rules under the Commodity Exchange Act.

(f) Financial contracts¹¹, including swaps and similar contracts entered into for investment purposes.

(g) If the Investor is either (1) a company excluded from the definition of an investment company under Section 3(c)(7) of the Investment Company Act, (2) a company that would be an investment company but for the exclusion provided by Section 3(c)(1) of the Investment Company Act, or (3) a commodity pool, any amounts payable to the Investor pursuant to a firm agreement or similar binding commitment pursuant to which a person has agreed to acquire an interest in, or make capital contributions to, the Investor upon the Investor's demand.

Valuation. An Investment should be valued at its fair market value as of the most recent practicable date or its cost, provided that Commodity Interests should be valued at the initial margin or option premium deposited in connection with such Commodity Interests. Any amount of outstanding indebtedness incurred to acquire or for the purpose of acquiring the Investment must be deducted from the value or cost of such Investment.

Retirement Plans and Trusts. If the Investor is a natural person, the Investor may include as Investments any otherwise qualifying Investments held in an individual retirement account or similar account in which those Investments are held for the benefit of and directed by the Investor.

Joint Investments. If the Investor is a natural person, the Investor may include as Investments any otherwise qualifying Investments held jointly with the Investor's spouse, or in which the Investor and the Investor's spouse share a community property or similar shared ownership interest. In determining whether spouses who are making a joint investment are Qualified Purchasers, there may be included in the amount of each spouse's Investments any otherwise qualifying Investments owned by the other spouse (whether or not such Investments are held jointly). In each case, the amount of any such Investments should be reduced by any outstanding indebtedness incurred by either spouse to acquire or for the purposes of acquiring them.

Investments by Subsidiaries. The amount of Investments owned by the Investor for purposes of item 4 may include otherwise qualifying Investments owned by the Investor's majority-owned subsidiaries and otherwise qualifying Investments owned by a "company"³ ("Parent Entity") of which the Investor is a majority-owned subsidiary, or by a majority-owned subsidiary of the Investor and other majority-owned subsidiaries of the Parent Entity.

¹¹ As defined in Section 3(c)(2)(B)(ii) of the Investment Company Act.

INVESTMENT ADVISERS ACT STATUS

The Investor hereby represents and warrants, pursuant to Section 2(e) of the attached Subscription Agreement, that he, she or it is correctly and in all respects described by the category or categories set forth below directly under which the Investor or its authorized representative has signed his, her or its name (or has initialed or otherwise indicated that each such category describes the Investor).

**[SIGN BELOW THE CATEGORY OR CATEGORIES THAT
DESCRIBE(S) THE INVESTOR]**

I. Natural Persons

1. The Investor is a natural person (including a 401(k)/IRA Investor directed by and for the benefit of a single natural person) that is making a commitment to the Partnership of at least \$1,000,000 or immediately after entering into the attached Subscription Agreement has at least \$1,000,000 under the management of Forest Investment Associates, L.P. or any of its affiliates.

2. The Investor is a natural person (including a 401(k)/IRA Investor directed by and for the benefit of a single natural person) that immediately prior to entering into the attached Subscription Agreement either (a) has a net worth (together, in the case of a natural person, with assets held jointly with such person's spouse) of more than \$2,000,000¹ or (b) is a "qualified purchaser" as defined in Section 2(a)(51)(A) of the Investment Company Act (see Exhibit B to the attached Subscription Agreement for further information on the definition of a "qualified purchaser").

3. The Investor is a natural person who immediately prior to entering into the attached Subscription Agreement is either (a) an executive officer, director, trustee, general partner, or person serving in a similar capacity of Forest Investment Associates, L.P. or any of its affiliates or (b) an employee of Forest Investment Associates, L.P. or any of its affiliates (other than an employee performing solely clerical, secretarial or administrative functions) who, in

¹ In calculating the Investor's net worth: (i) the Investor's primary residence shall not be included as an asset; (ii) indebtedness that is secured by the Investor's primary residence, up to the estimated fair market value of the primary residence at the time of entering into the attached Subscription Agreement, shall not be included as a liability (except that if the amount of such indebtedness outstanding at the time of entering into the attached Subscription Agreement exceeds the amount outstanding 60 days before such time, other than as a result of the acquisition of the primary residence, the amount of such excess shall be included as a liability); and (iii) indebtedness that is secured by the Investor's primary residence in excess of the estimated fair market value of the primary residence at the time of entering into the attached Subscription Agreement shall be included as a liability. In calculating the Investor's joint net worth with the Investor's spouse, the Investor's spouse's primary residence.

connection with his or her functions or duties, participates in the investment activities of Forest Investment Associates, L.P. or any of its affiliates and has been performing such functions or duties for or on behalf of Forest Investment Associates, L.P. or any of its affiliates or substantially similar functions or duties for or on behalf of another company for at least the past twelve (12) months.

4. The Investor is a natural person (including a 401(k)/IRA Investor directed by and for the benefit of a single natural person) but is *not* described in any of the categories set forth in items 1-3 above.

If the investor is a natural person (including a 401(k)/IRA Investor directed by and for the benefit of a single natural person), the Investor may skip Parts II and III below.

II. Entities

1. The Investor is a company² that is making a commitment to the Partnership of at least \$1,000,000 or immediately after entering into the attached Subscription Agreement has at least \$1,000,000 under the management of Forest Investment Associates, L.P. or any of its affiliates.

2. The Investor is a company² that immediately prior to entering into the attached Subscription Agreement either (a) has a net worth of more than \$2,000,000 or (b) is a “qualified purchaser” as defined in Section 2(a)(51)(A) of the Investment Company Act (see Exhibit B to the attached Subscription Agreement for further information on the definition of a “qualified purchaser”).

III. Look-Through Entities

1. The Investor is (a) a “private investment company³,” (b) an investment company

² Section 202(a)(5) of the Investment Advisers Act of 1940, as amended (the “Investment Advisers Act”), defines “company” as a corporation, a partnership, an association, a joint-stock company, a trust, or any organized group of persons, whether incorporated or not; or any receiver, trustee in a case under Title 11 of the United States Code, or similar official, or any liquidating agent for any of the foregoing, in his capacity as such, but does not include a company that is required to be registered under the Investment Company Act of 1940, as amended (the “Investment Company Act”), but is not registered.

³ Rule 205-3(d)(3) of the Advisers Act defines “private investment company” as a company that would be defined as an

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registered under the Investment Company Act or (c) a “business development company” as defined in Section 202(a)(22) of the Investment Advisers Act (each entity described in (a), (b) or (c) a “Look Through Entity”).

2. The Investor is not a Look Through Entity.
-

If the investor is not a “Look Through Entity” described in item 1 of Part III above, the Investor may skip items 3 and 4 below.

3. The Investor is a Look Through Entity and each equity owner of the Investor (each an “Investor Equity Owner”) (a) is a “qualified client” by virtue of the fact that each Investor Equity Owner is described in item 1 or 2 of Part I or in item 1 or 2 of Part II of this Exhibit C (including by virtue of an indirect commitment to the Partnership through another entity of at least \$1,000,000 or having \$1,000,000 under the management of the Forest Investment Associates, L.P. or any of its affiliates) and (b) no Investor Equity Owner is a Look Through Entity.

4(a) If the Investor is a Look Through Entity *and* any Investor Equity Owner is also Look-Through Entity, then each Investor Equity Owner that is not a Look Through Entity and each equity owner of any Investor Equity Owner that is a Look Through Entity (looking through each successive Look Through Entity until no direct or indirect equity owner is a Look Through Entity) is a “qualified client” by virtue of the fact that each such equity owner is described in item 1 or 2 in Part I or in item 1 or 2 of Part II of this Exhibit C (including by virtue of an indirect commitment to the Partnership through another entity of at least \$1,000,000 or having \$1,000,000 under the management of the Forest Investment Associates, L.P. or any of its affiliates).

4(b) If the Investor is a Look Through Entity *and* any Investor Equity Owner is also Look-Through Entity, then the Investor is *not* a “qualified client” because one or more Investor Equity Owners that is not a Look Through Entity or one or more equity owners of any Investor Equity Owner that is a Look Through Entity (looking through each successive Look Through Entity until no direct or indirect equity owner is a Look Through Entity) is *not* a “qualified

investment company under Section 3(a) of the Investment Company Act but for the exception provided from that definition by Section 3(c)(1) of the Investment Company Act.

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client” described in item 1 or 2 in Part I or in item 1 or 2 of Part II of this Exhibit C.

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PLAN INVESTOR REPRESENTATIONS

The Investor hereby represents and warrants, pursuant to Section 2(w) of the attached Subscription Agreement, as set forth below. Investors for whom the answer to items 1, 3 or 4 below is “Yes” shall be referred to in this Exhibit D and the Subscription Agreement as “Plan Investors.”

1. The Investor is, or is acting on behalf of: (a) an “employee benefit plan” within the meaning of Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended (“ERISA”), that is subject to Part 4 of Subtitle B of Title I of ERISA; (b) a “plan” within the meaning of Section 4975(e)(1) of the U.S. Internal Revenue Code of 1986, as amended (the “Code”), that is subject to Section 4975 of the Code; or (c) any other entity or account that is deemed under applicable law to hold the assets of a plan described in (a) or (b) (each, a “Benefit Plan Investor”).

_____ Yes _____ No

If the Investor answered “No” to this item 1 (i.e., the Investor is not a Benefit Plan Investor), it will promptly notify the General Partner in writing in the event it ever becomes, or there is a material likelihood that it will become, a Benefit Plan Investor.

2. If the answer to item 1 above is “Yes” based on clause (c) thereof (including, without limitation, insurance company general accounts), the current participation in the Investor (or the entity or account on whose behalf the Investor is acting) by Benefit Plan Investors, expressed as a percentage, is: _____% (the “Current Percentage”), and the maximum participation in the Investor (or the entity or account on whose behalf the Investor is acting) by Benefit Plan Investors, expressed as a percentage, while the Investor holds an interest in the Partnership will be _____%.

The Investor expressly agrees to promptly disclose in writing any changes with respect to the Current Percentage, to promptly re-confirm such percentages in writing at any time upon the request of the Partnership or the General Partner (or other person acting on behalf of the Partnership or the General Partner), and to provide such other information reasonably requested by the Partnership or the General Partner (or other person acting on behalf of the Partnership or the General Partner) for purposes of determining whether or not the Partnership is holding “plan assets.”

3. The Investor is, or is acting on behalf of, a “governmental plan” within the meaning of Section 3(32) of ERISA, a “foreign plan,” or another plan or retirement arrangement that is not subject to Part 4 of Subtitle B of Title I of ERISA and with respect to which Code Section 4975 does not apply or a partnership, limited liability company or other entity or account

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in which such a governmental plan, foreign plan or other plan or retirement arrangement holds 25% or more of the value of any class of equity interest in such entity or account or that is deemed to hold the assets of such a governmental plan, foreign plan or other plan or retirement arrangement under applicable law (each, an “Other Plan Investor”).

_____ Yes _____ No

4. The Investor is, or is acting on behalf of, an entity or account described under 29 C.F.R. § 2510.3-101(h) (such as, for example, a group trust, a bank common or collective trust or certain insurance company separate accounts).

_____ Yes _____ No

5. Please indicate whether or not the Investor is (a) a person or entity who has discretionary authority or control with respect to the assets of the Partnership, (b) a person or entity who provides investment advice for a fee (direct or indirect) with respect to the assets of the Partnership, or (c) an “affiliate” (within the meaning of 29 C.F.R. Section 2510.3-101(f)(3)) of a person or entity described in (a) or (b).

_____ Yes _____ No

6. If the answer to any of items 1, 3 or 4 above is “Yes,” the Investor hereby represents and warrants to and agrees with the Partnership and the General Partner that:

- (a) The decision to invest the Investor’s assets in the Partnership was made by fiduciaries independent of the General Partner, any Service Provider and any placement agent, which parties are duly authorized to make such investment decisions and who have concluded, after consideration of their fiduciary duties under applicable law, that the investment of assets of the Investor in the Partnership is prudent and made in accordance with the governing documents of the applicable employee benefit plan, plan or Other Plan Investor and such documents do not prohibit the investment contemplated herein, and the Investor and such parties have not relied on any advice or recommendation of the General Partner, any Service Provider or any placement agent or any of their respective partners, members, employees, stockholders, officers, directors, agents, representatives or affiliates;
- (b) None of the General Partner, any Service Provider or any placement agent nor any of their respective partners, members, employees, stockholders, officers, directors, agents, representatives or affiliates have exercised any discretionary authority or control with respect to the Investor’s investment in the Partnership, nor have the General Partner, any Service Provider or any placement agent or any of their respective partners, members, employees, stockholders, officers, directors, agents, representatives or affiliates rendered individualized

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investment advice to the Investor based upon the Investor's investment policies or strategy, overall portfolio composition or diversification;

- (c) (1) The Investor has been informed of and understands the investment objectives and policies of the Partnership; (2) the Investor is aware of the provisions of Section 404 of ERISA or any similar provisions of applicable law governing the Investor ("Similar Law") relating to fiduciary duties, including any applicable requirement for diversifying the investments of an employee benefit plan; (3) the Investor has given appropriate consideration to the facts and circumstances relevant to the investment by such Investor in the Partnership and has determined that such investment is reasonably designed, as part of such Investor's portfolio of investments, to further the purposes of the relevant plan(s); and (4) the Investor's investment in the Partnership is permissible under the documents governing the investment of its plan assets and under ERISA or Similar Law;
- (d) The terms of the Partnership Agreement, including all exhibits and attachments thereto, comply with the Investor's governing instruments and applicable laws governing the Investor, and the Investor will promptly advise the General Partner in writing of any changes in any governing law or any regulations or interpretations thereunder affecting the duties, responsibilities, liabilities or obligations of the Partnership, the General Partner, any Service Provider or any of their respective partners, members, employees, stockholders, officers, directors, agents, representatives or affiliates;
- (e) The Investor's purchase and holding of the Interest will not, to the best of the Investor's knowledge, be a non-exempt "prohibited transaction" under ERISA or the Code; and
- (f) In the case of any Other Plan Investor, the Partnership's assets will not constitute the assets of the Investor, any plan the Investor is acting on behalf of, or any plan whose assets are held by the Investor under the provisions of any applicable law.

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**CATEGORIES OF BENEFICIAL OWNERSHIP FOR INVESTMENT ADVISERS ACT
REPRESENTATIONS**

[PLEASE COMPLETE BOTH SECTIONS OF THIS EXHIBIT E]

Forest Investment Associates, L.P. or an affiliate thereof may be required, pursuant to the Investment Advisers Act, to make periodic filings of Form PF with the U.S. Securities and Exchange Commission. Form PF requires disclosure of, among other information, the percentage composition of the Partnership's equity by the type of beneficial owner. As a result, the Partnership is requesting that the Investor indicate (by checking the corresponding box) in the list below **exactly one (1)** category that best describes the Investor. The Investor hereby represents and warrants, pursuant to Section 2(z) of the attached Subscription Agreement, that he, she or it is correctly and in all respects described by the category or categories set forth opposite the box(es) that the Investor or its authorized representative has checked:

I. The Investor is a(n):

- ☐ Individual that is a United States person¹ (or a trust of such person)
- ☐ Individual that is not a United States person¹ (or a trust of such person)
- ☐ Broker-dealer
- ☐ Insurance company
- ☐ Investment company registered with the SEC
- ☐ Private fund²
- ☐ Non-profit
- ☐ Pension plan (excluding governmental pension plan)
- ☐ Banking or thrift institution (proprietary)

¹ "United States person" has the meaning provided in rule 203(m)-1 under the Investment Advisers Act, which includes, among others, any natural person that is resident in the United States.

² "Private fund" means any issuer that would be an investment company as defined in Section 3 of the U.S. Investment Company Act of 1940 but for Section 3(c)(1) or 3(c)(7) of that Act.

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- ☐ State or municipal government entity³ (excluding governmental pension plan)
- ☐ State or municipal governmental pension plan
- ☐ Sovereign wealth fund or foreign official institution
- ☐ A person or entity that is not a United States person¹ and about which the foregoing beneficial ownership information is not known and cannot reasonably be obtained because the beneficial interest is held through a chain involving one or more third-party intermediaries
- ☐ Other

II. For other information-gathering purposes under the Investment Advisers Act, the Partnership is requesting that the Investor indicate whether or not the Investor is a fund of funds⁴:

- ☐ The Investor is a fund of funds.
- ☐ The Investor is not a fund of funds.

³ “Government entity” means any U.S. state (including any U.S. state, the District of Columbia, Puerto Rico, the U.S. Virgin Islands or any other possession of the United States) or political subdivision of a state, including: (i) any agency, authority or instrumentality of the state or political subdivision; (ii) a plan or pool of assets controlled by the state or political subdivision or any agency, authority or instrumentality thereof; and (iii) any officer, agent, or employee of the state or political subdivision or any agency, authority or instrumentality thereof, acting in his or her official capacity.

⁴ “Fund of funds” means any private fund (see footnote 2 above) that invests 10% or more of its total assets in other pooled investment vehicles, whether or not they are also private funds or registered investment companies.

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PRIVACY NOTICE

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EXHIBIT G

FORM ADV OF FOREST INVESTMENT ASSOCIATES, L.P.

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**Exhibit A: Proposal of Services
Phase II Procurement & Phase III Implementation
Williamson County Joint Communications Network Authority**

April 24, 2015

Approach and Methodology

TCS Phased Approach

Tusa Consulting Services offers a phased set of work elements for consideration. These proposed task elements have been tailored to meet the specific requirements delineated by our recommended approach.

Phase II: Procurement

Now that the network configuration desired by the Williamson County Joint Communications Network Authority (WCJCNA) is established and a suitable funding source has been secured, the next step is to have Tusa Consulting Services receive approval to develop procurement specifications. As the formal network procurement steps are concluded, TCS will conduct a formal evaluation of the vendor proposal submittal.

The following describes our proposed approach to Phase II process tasks and deliverables.

Task 2.1

Evaluation of the Vendor Proposal

Multiple resources within the TCS team will review and evaluate the vendor proposal and independently complete and evaluate a summary for the proposal. TCS will then prepare a total summary that identifies the strengths and weaknesses of the proposal as well as any items needing additional clarification.

The evaluation of vendor proposals will require 147 hours.

Task 2.2

Assistance with Contract Negotiations

TCS will assist the WCJCNA in negotiating contracts with the various successful vendors. TCS will also assist the WCJCNA in negotiating a contract with the infrastructure vendor. TCS is not a law firm and does not provide legal advice; however, TCS has considerable experience in developing fair and reasonable contracts for major communication networks.

Examples of issues TCS would address during contract negotiations include:

- WCJCNA Implementation Responsibilities;
- Vendor Implementation Responsibilities;
- Performance Standard Identification (Coverage, Capacity & Reliability);
- Acceptance Testing Procedures;
- Issue Resolution Processes;
- Pricing Guarantees;
- Payment Schedules;
- Project Time Line Development;
- Performance and Penalty Requirements;
- Identification of Project Personnel; and
- Warranty/Maintenance Responsibilities.

From the WCJCNA perspective, success gained through contract negotiations is directly related to the strength of the original specifications coupled with the experience of

**Proposal for
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its crafting consultant. If the specifications are strong and leaves little room for ambiguity of requirements and functional/technical expectations, contract negotiations are normally smooth and always favorable to the WCJCNA.

Based on prior experience on like-sized projects, contract negotiation support would require up to 118 hours.

Phase III: Implementation

Implementation Task Descriptions

Irrespective of the procurement approach selected by the WCJCNA, the successful vendor would have provided, as part of their proposal, an implementation schedule and completion date based on a hypothetical Notice to Proceed grant date.

Using the selected-vendor's Project Gantt chart, TCS would identify key events, times and work periods where either on-site or in-office technical consulting support may be necessary. Here, we would then allocate TCS resource time (allocated in man-days) for the categories of Project Principal, On-Site Project Manager and Technical Support.

The following describes our proposed approach to Phase III process tasks and deliverables.

Task 3.1

Infrastructure Project Management

It is during this task that TCS will provide continuous monitoring of vendor progress in the installation of all the infrastructure sites and dispatch equipment, reporting, bi-weekly, on completed activities and any

deviations from the project time line. TCS will take responsibility to insure that tasks falling within the WCJCNA responsibility are completed in accordance with schedule.

This Task also includes participation in monthly progress review meetings with vendor/WCJCNA. We will provide resolution action to vendor-flagged technical or installation issues that require decisions by the WCJCNA. In addition, TCS will review all vendor technical submittals and prepare action recommendation for WCJCNA approval/execution, review all vendor invoices and provide inspection services to verify that claimed materials and/or services had been received and/or completed.

Finally TCS will conduct inspections of all worksites to monitor vendor progress. Punch lists would be developed throughout the implementation process and reconciled with vendor.

Completion of Task 3.1 covering all four sites and the dispatch center will require 1375 consultant hours and 24 administrative hours.

Task 3.2

Subscriber Project Management

The intent of this task is to oversee the installation or software upgrade of over 1800 subscriber radios which includes mobile, portable and control station radios. TCS will assist in the development of channels or talk group structures (i.e., code plugs) and interoperability procedures and structures, supportive of the new radio system's configuration and provide continuous monitoring of vendor progress by reporting, bi-weekly, on completed activities and highlighting any deviations from the project time line.

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As with the project management of the infrastructure installation, TCS will assure that tasks falling within the WCJCNA's responsibility are completed in accordance with schedule of the subscriber fleet deployment. TCS will also participate in monthly progress review meetings with vendor/WCJCNA and provide resolution action to vendor-flagged technical or installation issues that require decisions by the WCJCNA. Review all vendor technical submittals and prepare action recommendation for WCJCNA approval/execution. Review vendor invoices and provide inspection services to verify that claimed materials and/or services had been received and/or completed.

TCS will conduct inspections of all worksites to monitor vendor progress in the deployment of the subscriber fleet and develop punch lists to be used throughout the implementation process and reconciled with vendor. In addition, TCS will monitor the vendor's progress in programming user radios.

Completion of Task 3.2 will require 178 consultant hours.

Task 3.3

Coverage Testing/Acceptance Testing

Lastly the Coverage Testing/Acceptance Testing is critical in ensuring that the WCJCNA has received the level of performance as specified in the contract with the infrastructure vendor. This includes testing of the WCJCNA coverage areas, system simulcast performance, backhaul networks performance, resistance to RF interference, levels of failure modes along with interoperability performance.

TCS will monitor and participate in radio system coverage testing and audio quality verification, participate in acceptance testing of the microwave/fiber subsystem and radio infrastructure. In addition, TCS will review and comment on vendor's proposed user migration plans, monitor and assist, where needed in user/dispatcher training, support the WCJCNA during migration period, develop a final project punch list and reconcile with vendor; and review and comment on vendor-submitted as-built documentation.

Completion of Task 3.3 will require 149 consultant hours.

**Exhibit B: Rate Schedule & Fee Proposal
Phase II Procurement & Phase III Implementation**

Williamson County Joint Communications Network Authority

April 24, 2015

Rate Schedule & Fee Proposal

TCS Resources

TCS maintains its principal office in Covington, Louisiana. Our proposed Project Manager, Allen Cutts, is based in Decatur, Georgia and would be your primary consultant resource interface. Additionally, we have committed the services of other TCS personnel and the oversight of Dominic Tusa as a principal advisor.

Consultant Rate Schedule

The following describes our normal fee structure for technical and support services that are performed on a time and expense basis. For projects of a large scope, the total cost for services varies depending upon the project's duration, breadth of services required and need for outside services such as mechanical engineering certification of tower structures.

Technical Resource, TCS Radio	Hourly Rate
Project Principal/Advisor	\$149.61
Project Manager	\$149.61
Senior Consultant	\$131.48
RF Voice/Rebanding Consultant	\$122.41
Dispatch/Communications Consultant	\$113.34

Outside services, if any, are invoiced at actual TCS cost plus a 12% administration charge.

WCJCNA's Consultant Fee Proposal

The calculated costs for each task described by our Approach are indicated in the following table. Please note that due to the scope of this anticipated project, TCS has normalized the proposed billing rate for radio consulting services to \$122.41 per task hour. All above-indicated time rates for drafting and administrative services apply.

The total cost for services, inclusive of all travel-related costs, is \$251,909.29.

(Phase II Procurement \$33,736.20 & Phase III Implementation Support \$218,173.09)

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Description of Service/Task	Consultant	Rate	Admin. Rate	Task Total
PHASE II: Procurement				
Task 2.4 Evaluation of Vendor Proposal	147	122.41		\$17,994.27
Task 2.5 Assistance with Contract Negotiations	118	122.41		\$14,444.38
Consultant Hours	265			
Services Sub-Total, Inclusive of Travel Expenses				\$32,438.65
TCS Project Director Oversight; 4% of Tasks 1-5				\$1,297.55
Phase II Procurement Total				\$33,736.20

**Proposal for
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Description of Service/Task	Consultant	Rate	Admin.	Rate	Task Total
PHASE III: Implementation Support					
Task 3.1 Infrastructure Project Management					
Site One Project Management	110	122.41	2	60.00	\$13,585.10
Site Two Project Management	110	122.41	2	60.00	\$13,585.10
Site Three Project Management	110	122.41	2	60.00	\$13,585.10
Site Four Project Management	110	122.41	2	60.00	\$13,585.10
Site One Project Management	110	122.41	2	60.00	\$13,585.10
Site Two Project Management	110	122.41	2	60.00	\$13,585.10
Site Three Project Management	110	122.41	2	60.00	\$13,585.10
Site Four Project Management	110	122.41	2	60.00	\$13,585.10
Site One Project Management	110	122.41	2	60.00	\$13,585.10
Site Two Project Management	110	122.41	2	60.00	\$13,585.10
Site Three Project Management	110	122.41	2	60.00	\$13,585.10
Site Four Project Management	110	122.41	2	60.00	\$13,585.10
Dispatch Consoles Project Management	55	122.41			\$6,732.55
Task 3.2 Subscriber Project Management	178	122.41			\$21,788.98
Task 3.3 Coverage Testing/Acceptance Testing	149	122.41			\$18,239.09
Consultant Hours	1702				
Services Sub-Total, Inclusive of Travel Expenses					\$209,781.82
TCS Project Director Oversight; 4% of Tasks 1-3					\$8,391.27
Phase III Implementation Support Total					\$218,173.09

May 29, 2015

TO: Members of the Board of Mayor and Aldermen
Members of Budget and Finance Committee

FROM: Eric Stuckey, City Administrator
Russ Truell, ACA / CFO
Mike Lowe, Comptroller

RE: 4th Quarter 2015 Budget Amendments – Update Request

Purpose

The purpose of this memo is to request two (2) updates to the 4th Quarter Fiscal Year 2015 Budget Amendments recommended by the Budget and Finance Committee on May 14, 2015 and approved by BOMA on first reading on May 26.

Background

As these amendments are the final budget amendments for Fiscal Year 2015, staff requests two (2) updates:

1. To update the amount on Memo Item #5, from \$212,889 to \$444,924 in grant expenditures and revenue in the Transit Fund. (Instead of one purchase of regional transportation van replacements of \$212,889, there was a second purchase of \$232,035). The City acts only as a pass-through entity on the vanpool grant. This change is for budgeting purposes only and does not have a fiscal impact to the City.
2. To add an Item #7 for authorization to add \$30,000 to budgeted expenditures in the Housing Reserve Fund (commonly referred to as the CDBG fund) for affordable housing assistance for the Hard Bargain Association's planned unit development on Mount Hope Street. The funding for the assistance is in the In Lieu of Affordable Housing account within the fund. This amount will provide assistance for development fees, specifically infrastructure costs associated with sanitary sewer and water development fees. This expenditure, although approved by BOMA, was not previously budgeted.
3. To add an Item # 8 for authorization to add \$85,000 for payment to Williamson County Joint Network Authority for City's share of the cost of an agreement with TUSA Engineering to perform contract management services for the countywide radio project. The payment will allow the Authority to proceed with the project manager contract. Funding for this payment will be from the reallocation of funds (\$42,500 from Police and \$42,500 from Fire) already within the General Fund budget.

Recommendation

Staff recommends approval of the amendment updates.

**ORDINANCE 2014-28
AS AMENDED**

**TO BE ENTITLED: “AN ORDINANCE TO AMEND TABLE 3-2:
PERMITTED USES AND CHAPTER 8 DEFINITIONS, TO
ALLOW SHORT-TERM VACATION RENTALS IN VARIOUS
ZONING DISTRICTS”**

WHEREAS, the City of Franklin, Tennessee encourages unique, innovative, and sustainable neighborhoods; and

WHEREAS, the City of Franklin, Tennessee encourages tourism and has become a destination for tourists; and

WHEREAS, the City of Franklin, Tennessee encourages unique, transient lodging opportunities to enhance the experience of visitors; and

WHEREAS, the City of Franklin, Tennessee encourages entrepreneurs and small business ownership; and

WHEREAS, it is within the best interests of the citizens of the City of Franklin to amend the Franklin Zoning Ordinance to address the concerns identified by allowing property owners in certain zoning districts to lease their homes as short-term vacation rentals.

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

SECTION I. That Chapter 3, Section 3.2.3 Use Table, of the Franklin Zoning Ordinance is hereby amended to add the following text noted in bold, and is approved to read as follows:

TABLE 3-2: PERMITTED USES

Use Types “P” = Permitted	Base Zoning Districts																		Addit ional Req uire ment s	
	AG	ER	R-1	R-2	R-3	R-6	SD-R	SD-X	RM-10	RM-15	RM-20	OR	GO	NC	CC	GC	LI	HI		CI
COMMERCIAL USES																				
Bed and Breakfast Establishments	P	P	P	P	P	P	P	P				P			P					Sec. 3.2.7 (1) and (3)
Service Commercial Uses								P					P	P	P	P				Sec. 3.2.7 (1)
Short-Term Vacation Rentals	P	P	P	P	P	P	P	P				P			P					
Telecommunication Towers and Antennas	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 3.2.7 (1) and (4)

SECTION II. That Chapter 8, Section 8.2 Glossary, of the Franklin Zoning Ordinance is hereby amended to add the following text noted in bold, and is approved to read as follows:

.....

TABLE 8.1: ABBREVIATIONS	
Abbreviation	Term
SRO	Scientific Research Overlay
STVR	Short-Term Vacation Rental
SWCO	Seward Hall Character Area

.....

SECTION III. That Chapter 8, Section 8.3 Definitions and Use Classifications, of the Franklin Zoning Ordinance is hereby amended to add the following text noted in bold, and is approved to read as follows:

.....

Shoebox-Style Lighting Fixture

An exterior lighting device in the shape of a box that is typically mounted on a pole and constructed to direct illumination to a discrete area directly beneath the lighting fixture.

Short-Term Vacation Rental

An existing dwelling unit used, in its entirety, for transient occupancy of 21 days or less, for which the city has issued to the owner a business license for such use.

Shrub

A woody plant, growing 18 inches to 15 feet in height at maturity, consisting of several small stems emerging from the ground or small branches near the ground. Shrubs may be deciduous or evergreen.
.....

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

PLANNING COMMISSION RECOMMENDED:	10/23/2014
PASSED FIRST READING:	04/14/2015
PUBLIC HEARING HELD:	05/26/2015
PASSED SECOND READING:	05/26/2015
AMENDED AND PASSED THIRD READING:	06/09/2015



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
DIVISION OF FIRE PREVENTION
STATE FIRE MARSHAL'S OFFICE
CODES ENFORCEMENT SECTION
500 James Robertson Pkwy.
Nashville, TN 37243-0577
615.741.7190

Memorandum

Date: September 20, 2014, Rev. 1
To: Owners, Designers and Contractors of Transient Rental Homes
From: Chris Bainbridge, Director
Re: Requirements for Plans and Inspections of Transient Rental Homes

In April 2014, the State Fire Marshal's Office was informed that transient rental cabins were improperly classified as one- and two-family dwellings. The following is offered to provide clarification of the plans review and inspection processes of these buildings.

One- and two-family dwellings are required by law to be built in compliance with the International Residential Code (IRC) and are intended to be occupied by individuals accustomed to the building. The occupants are familiar with the building and are better able to escape in the event of an emergency.

Rental homes occupied on a transient basis (for no more than 30 days) are required to be built in compliance with the International Building Code (IBC) and have additional safety features not found in a one- and two- family dwelling. These transient rental homes are classified as R1 in the 2006 edition of the IBC. The design and construction of these buildings requires familiarity with the IBC and with plan submission requirements of the State Fire Marshal's Office.

Only plans for those rental homes located outside of an Exempt Jurisdiction must be submitted to the State Fire Marshal's Office. A list of Exempt Jurisdictions can be found at <http://www.tn.gov/fire/documents/exemptjurisdictions1125.pdf>. Rental homes located in an Exempt Jurisdiction must be permitted by that jurisdiction.

The requirements for new transient rental homes issued improper local permits as one- and two-family dwellings are:

1. Plans may be submitted online at <http://apps.tn.gov/tnsfmo/>;
2. The plans must be designed to the 2006 IBC and 2006 IFC;
3. A fee must be paid for plans required to be submitted the State Fire Marshal's Office. A fee calculator can be found at <http://www.tn.gov/commerce/sfm/documents/FeeCalculator.pdf>;
4. Rental homes which are more than two (2) stories or five thousand (5,000) *gross square feet* or more must have a full set of plans submitted by a Tennessee registered architect or engineer. *Gross square feet* is the area of all stories within the outside perimeter of the exterior walls. *Gross square feet* includes any finished or occupied basements. A

basement counts as a story if: 1) The finished surface of the floor above the basement is more than six (6) feet above *grade plane*; or 2) The finished floor surface of the floor above the basement is more than twelve (12) feet above finished ground level at any point. *Grade plane* is a reference plane representing the average finished ground level adjoining the building at exterior walls. See

http://publicecodes.cyberregs.com/icod/ibc/2006f2/icod_ibc_2006f2_5_sec002.htm for more information;

5. The State Fire Marshal's Office will accept the submission of plans not sealed by an architect or engineer for rental homes which are one (1) or two (2) stories and less than five thousand (5,000) gross square feet. The requirements for these plans are attached.
6. Single unit rental homes may be three (3) stories if it is less than five thousand (5,000) gross square feet, has an exterior stair installed on all occupied floors *and* the maximum occupant load is set to ten (10) occupants by the building owner;
7. Rental homes must contain a fire sprinkler system. An NFPA 13 or 13R fire sprinkler system is required by 2006 IBC 903.3.1;

Exception: A NFPA 13D fire sprinkler system is allowed in single unit homes which are up to three (3) stories and less than five thousand (5,000) gross square feet which have single station, interconnected and hardwired smoke alarms located in all occupiable rooms. The sprinkler system must automatically notify the fire department if activated. Balconies and decks are not required to be sprinklered per 2006 IBC 903.3.1.2.1.

8. A fire alarm system is required per 2006 IBC 907.2.8;

Exception: Single unit homes that are up to three (3) stories and less than five thousand (5,000) gross square feet with a maximum occupant load set to ten (10) occupants by the building owner are not required to have a fire alarm system.

9. The State Fire Marshal's Office will enforce state accessibility standards on single unit homes which are designated accessible on the submitted plans. Compliance with the Americans with Disabilities Act (ADA) is the responsibility of the building owner and state registered designer;
10. Rental homes under construction and those constructed under improper permits will have limited inspections focusing on the installation of life safety features such as: egress components, fire alarm/smoke detector systems, fire sprinkler systems and interior finishes. A special Certificate of Occupancy will be issued listing the limited inspections upon approval of the final inspection.

The State Fire Marshal's Office will require that building owners of transient rental homes built after October 2010 which were improperly permitted as one- and two- family dwellings and currently occupied provide a Plan of Corrective Action (POCA). The POCA must identify the work needed to bring the fire and life safety components of the building into compliance with the IBC as R1 occupancy. As long as there are no severe fire safety hazards, owners may continue occupancy of the homes while corrections are being made. Inspections of the fire and life safety features will be conducted accordingly. A special Certificate of Occupancy will be issued listing the limited inspections upon approval of the final inspection.



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE & INSURANCE
STATE FIRE MARSHAL'S OFFICE
500 James Robertson Parkway
Nashville TN 37243-0577
615.741.7190

**GUIDELINES FOR PLAN SUBMITTAL OF
1 OR 2 STORY RESIDENTIAL OCCUPANCIES LESS THAN 5000 GROSS SF
(Use Classified as other than 1- or 2- Family Dwelling or Townhouse)**

The following guidelines are the minimum standards for submission of plans for these buildings to the State Fire Marshal's Office. There may be circumstances that require a set of plans to be designed by a registered architect or engineer.

Submittal Requirements

1. Provide completed Plan Review Submittal Form with the required review fee (based on the estimated cost of construction). [TDCI Rule 0780-02-03-.05(a), 0780-02-03-.04]
2. Provide one (1) complete set of plans (Including plot plan and floor plans) with a PDF version on CD accompanied by letter certifying that the PDF version is an exact copy of the paper version submitted. [TDCI Rule 0780-02-03-.03(3)(b)]
3. Provide "Letter of Clarification" signed (original) by non-registrant (the person) preparing the plans. [AG Opinion No. 09-188, A & E Manual Appendix B]

General Plan Requirements [IBC 106.1.1]

1. Standard plan size is 24" x 36". The minimum paper size is 18" x 24". Use ink only (no pencil). All plan sheets must be uniform in size, printed on substantial paper, and be of sufficient clarity to indicate the location, nature, and extent of work proposed.
2. Site Plan minimum scale is 1"=20 feet. Show the entire parcel - if you have a very large parcel, you may use a reduced scale such as 1:50 or 1:100 as long as the grading portion of the site plan is no smaller than 1:20 scale (this method would require two drawings).
3. Floor Plan minimum scale is 1/4" per foot.
4. Standard architectural symbols should be used and identified in a legend.
5. Plans prepared by a non-registered architect or engineer must be signed (original) and dated by the person who prepared them.
6. A Tennessee registered architect or engineer must prepare, stamp and sign structural plans that utilize an engineer's design, or any buildings that are outside the limitations of 2006 IBC Chapters 16-23.

Cover Sheet [IBC 106.1.1]

1. Provide the following general information on the cover sheet and on title block of each page: job site address, owner's name and mailing address, and the non-registrant's name and address with (original) signature (person preparing the plans).
2. The first page of the plans must contain a statement that the construction will comply with the adopted codes in effect at the time your application is submitted, currently the following: 2006 International Building Code, 2006 International Fire Code, 2006 International Fuel Gas Code, 2006 International Mechanical Code, 2006 International Energy Conservation Code, and NFPA 70 National Electrical Code, 2008 Edition.
3. For buildings that are required to be accessible, the first page of the plans must contain a statement that the construction will comply with the 2010 ADA Standards for Accessible Design. [\[TCA 68-120-204\]](#)
4. The first page of the plans must include the following building information: (1) Occupancy Group and Use Classification per Chapter 3, 2006 IBC; (2) Construction type per 2006 IBC Chapter 6; (3) Sprinkler standard used, per 2006 IBC Chapter 9; (4) Number of stories, and/or height of building; and (5) the Gross Area of building.
5. The first page of the plans must include the design live load values for wind, roof, floor, stairs, guard and hand railings, seismic, etc., as follows:
 - a. For new buildings, provide design live load values per IBC Section 1603.
 - b. For existing buildings that have not been reviewed and approved by our office, provide an evaluation report sealed, signed, and dated from a Tennessee licensed structural engineer. The evaluation report must show determination of adequacy of the existing structure to support the minimum Chapter 16. [IBC 3410.4.1]

Site Plan

Due to the technical nature of this aspect of the building plans, we recommend that you have a professional (engineer, architect, landscape architect, surveyor) assist with this portion of your plan preparation.

1. Show location and footprint of all existing structures, property lines, water mains and other utilities, fire department access and all ingress/egress to public ways. Include size and location of LP-Gas storage tanks (NFPA 58, 2008 Edition) and any other above ground storage tanks. [IBC 106.2, IFC Section 503]
2. Show the location of the fire hydrant(s) used to meet the 600 feet or less hose lay requirement with flow test data next to the hydrant tested. Flow test must have been conducted within the last six months and during peak demand hours. [IFC Section 508, TDEC Rule 1200-05-01-.017(18)]
3. Indicate height and location of retaining walls. Note that retaining walls exceeding 4' in height must be designed or approved by a Tennessee registered Engineer or Architect. In the case where retaining walls are part of the foundation system, the wall must be engineered, and designed or approved by a Tennessee registered Engineer or Architect.

Elevations

1. Provide four exterior elevations (side views) of the proposed structure (North, South, East and West). Show the proposed grade as it will be after final grading. For example, if the building foundation will be stepped to match an existing slope, this must be shown on each elevation.

Energy Package

1. Show the climate zone on the plans.
2. Provide *ResCheck* Compliance Certificate. The author of the energy documents must sign the package as well as the designer/owner. Free *ResCheck* software is available from the U.S. Department of Energy at <http://www.energycodes.gov/rescheck/>.
3. Show the R-value of the floor, walls and ceilings sectional details. Show the energy values of doors, windows and other fenestration.

Foundation Plan [See Inspector Checklist for Specific Code Reference]

1. Show all foundation elements (details), including interior footings and piers, on plan. Indicate the type, height, unbalanced backfill, of foundation walls. Note that foundation walls exceeding the prescriptive levels of IBC 1805.5 must be designed or approved by a Tennessee registered Engineer or Architect, if applicable. In the case retaining walls are part of the foundation system the wall must be designed or approved by a Tennessee registered Engineer or Architect.
2. Show minimum under floor ventilation of 1 sq. ft. per 150 sq. ft. of floor area with cross-ventilation. Crawl spaces shall be provided with a minimum of one access opening not less than 18"x24". Show minimum 18" clearance from grade to the bottom of floor joists (minimum 12" for girders). Specify foundation bolt size and spacing.
3. Provide a cross-section showing typical footing/stem wall or footing/slab dimensions, including placement and size of reinforcement.
4. Show hold-down locations, and provide a hold-down schedule on foundation plan. Note on plan that all hold-downs are to be fastened in place prior to foundation inspection.
5. For building sites steeper than a 1:10 slope, provide a stepped footing detail (cross section).
6. For slab-on-grade construction, show type of slab reinforcement. Also show vapor barrier if it is a habitable area. Be sure that the reinforcement type installed matches the plan engineering.

Floor Plan [See Inspector Checklist for Specific Code Reference]

1. Provide a fully-dimensioned floor plan for each building level. Label each room or area with its proposed use and dimensions. At least habitable one room within a dwelling unit must have minimum 120 S.F. net floor area. All other habitable rooms shall have a minimum 70 S.F. net floor area.
2. Provide a Door & Window Schedule showing all doors and windows with nominal sizes. Show natural light and ventilation calculations.
3. Show all fire rated walls and doors for tenant space / dwelling unit separation, in corridors, between or a garage and adjacent living space (including an attic continuous between the garage and

adjacent living space).

4. Show egress window locations in sleeping rooms. (See exception)
5. Show safety glazing in hazardous locations.
6. Show a minimum 36" x 36" landing on each side of an exterior doorway.
7. Show a minimum 22" x 30" access to attic areas that have 30" of headroom.
8. Show Stair and handrail details.

Floor-framing [See Inspector Checklist for Specific Code Reference]

1. Show the type, size, and spacing of girders and floor joists. Identify if manufactured joists are used. Note that floor joists must be spaced no further apart than 16" O.C. when the underside forms part of a fire separation, such as between a garage and a living space above, otherwise an approved listing assembly will be required.
2. Show the thickness and span rating of the floor sheathing (for example: 3/4", 20/40 plywood).
3. Provide details for additional support under concentrated loads such as brick hearths, rock work, wood stoves, gas stoves, and so forth.

Wall Framing [See Inspector Checklist for Specific Code Reference]

1. Provide one or more typical cross-sections to clearly showing how the structure will be constructed. Provide close-up details to clarify specific connections or other special framing.
2. Provide a cross-section showing typical high wall, beams trusses or rafters as applicable.
3. Show all header/beam locations and sizes. Note that beam sizes must match the project engineering where required.
4. Show method of bracing the structure. Provide fastener size and spacing for shear walls or braced wall panels.
5. If a deck is to be built, provide a deck framing plan with a typical cross-section.

Roof and Ceiling Framing [See Inspector Checklist for Specific Code Reference]

1. For conventional (non-engineered) site-built roofs, show rafter size and ceiling joists, grade, and spacing. Show wall ties a minimum of 48" on center.
2. For engineered trusses, provide typical details of the truss & required hardware specifications from the truss manufacturer.
3. Show the thickness and span rating of the roof sheathing (for example: 5/8" 24/16 plywood).
4. Show location of attic ventilation.
5. Specify the type of roof covering.

Mechanical Plan [See Inspector Checklist for Specific Code Reference]

1. The mechanical plan may be included on the floor plan if sufficient clarity is maintained.
2. Show the location of HVAC equipments (FAU, A/C, Water heater, Heat pump, Air handler, Exhaust fan, etc.). The equipment shall not be placed within the required side/ rear setbacks.
3. In bathrooms and toilet rooms, show mechanical ventilation to outside where required.
4. Show where the gas piping enters the building and specify the type of gas to be used (propane or natural gas). If any show the location of LPG tanks.
5. Show all gas appliance locations with the rated BTU (input) of each device. Show how gas appliances in confined spaces will receive combustion air. Note the size and location of the openings.
6. If a water heater is located in the garage, show the burner assembly located a minimum of 18" above the floor. Appliances installed in garages shall be located behind protective barriers or located out of the normal path of vehicles. Show approved seismic bracing for all water heaters, when applicable.

Plumbing Plan [See Inspector Checklist for Specific Code Reference]

1. The plumbing plan may be included on the floor plan if sufficient clarity is maintained.
2. Show the location of plumbing equipment (water closets, sinks, tub, showers, water heater, etc.)

Electrical Plan [See Inspector Checklist for Specific Code Reference]

1. The electrical plan may be included on the floor plan if sufficient clarity is retained.
2. The electrical plan must include the location of the service panel and its rated ampacity. Provide load calculations with panel schedule identifying circuits. Show all outlets, switches, light fixtures and smoke detectors. Label any 220-volt outlets. Label all required GFCI (ground fault interrupter circuit) outlets
3. Specify that all bedroom branch circuits are protected by an arc fault circuit interrupter.
4. In R-1 & R-2 Occupancy Groups, provide fire alarm details & specification.

Fire Sprinkler Plan [See Inspector Checklist for Specific Code Reference]

1. A Tennessee Licensed Sprinkler Contractor is required. Sprinkler Shop drawings must be prepared and submitted by a Responsible Managing Employee.
2. Identify the type of system to be installed in the building. Provide preliminary hydraulic calculations that show the water supply is adequate to meet the demand of the system.

ORDINANCE NO. BL2014-951

An ordinance to amend Chapter 6.28 of the Metropolitan Code pertaining to Short Term Rental Property.

WHEREAS, short-term rental of homes can provide a flexible housing stock that allows travelers a safe accommodation while contributing to the local economy; and

WHEREAS, short-term rental of homes can provide homeowners an opportunity to hold property in difficult economic circumstances or as an investment; and

WHEREAS, hotel taxes from short term rental of homes can be used to promote travel and tourism and to support the local tourism industry; and

WHEREAS, the needs of long-term residents should be balanced with the allowance of short-term rentals.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Chapter 6.28 of the Metropolitan Code is hereby amended by adding the following new Section 6.28.030:

6.28.030 Short Term Rental Property (STRP).

A. For purposes of this section, "Short Term Rental Property (STRP)" means a residential dwelling unit containing not more than four sleeping rooms that is used and/or advertised for rent for transient occupancy by guests as those terms are defined in Section 5.12.010 of the metropolitan code. Residential dwelling units rented to the same occupant for more than 30 continuous days, Bed and Breakfast establishments, boarding houses, hotels, and motels shall not be considered Short Term Rental Property.

B. For purposes of this section, "owner-occupied" means the owner of the property permanently resides in the STRP or in the principal residential unit with which the STRP is associated on the same lot.

C. No person or entity shall operate a STRP or advertise a residential property for use as a STRP without the owner of the property first having obtained a STRP permit issued by the department of codes administration.

D. Application. The STRP permit application shall include the following information:

1. The name, telephone number, address, and email address of the owner and of a person or business ("responsible party") residing or located within twenty-five miles of the STRP that is responsible for addressing all maintenance and safety concerns;
2. Proof of insurance evidencing homeowner's fire, hazard, and liability insurance. Liability coverage shall have limits of not less than \$1,000,000 per occurrence.
3. If the STRP unit shares a common wall or a common driveway with another property owner, proof of written notification to such neighboring property owner(s) prior to filing the application.

E. Signage. Signs, advertising, or any other display on the property indicating that the dwelling unit is being utilized, in whole or in part, as a STRP is prohibited.

F. All STRP occupants shall abide by all applicable noise restrictions contained in the Metropolitan Code and all applicable waste management provisions of Chapter 10.20 of the Metropolitan Code.

G. The STRP shall have approved smoke alarms meeting Underwriters Laboratory (UL) 217 standards installed as follows:

1. In all sleeping areas.

2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
3. In each story within the sleeping unit, including basements.
- H. No recreational vehicles, buses, or trailers shall be visible on the street or property in conjunction with the STRP use.
- I. No food shall be prepared for or served to the transient by the permit holder.
- J. The principal renter of a STRP unit shall be at least twenty-one (21) years of age.
- K. Maximum occupancy. The maximum number of paying adult guests permitted on a STRP property at any one time shall not exceed more than twice the number of sleeping rooms plus four. Simultaneous rental to more than one party under separate contracts shall not be allowed. The occupancy maximum shall be conspicuously posted within the STRP unit.
- L. The STRP owner shall not receive any compensation or remuneration to permit occupancy of a STRP for a period of less than twenty-four (24) hours. The maximum stay for any guest shall be thirty (30) consecutive days.
- M. The name and telephone number of the local responsible party shall be conspicuously posted within the STRP unit. The responsible party shall answer calls twenty-four (24) hours a day, seven (7) days a week for the duration of each short term rental period to address problems associated with the STRP.
- N. Expiration of permit. A STRP permit shall expire three hundred sixty-five (365) days after it is issued. STRP permits may be renewed upon the payment of a fifty dollar renewal fee to the department of codes administration.
- O. The permit holder shall be responsible for collecting and remitting all applicable room, occupancy, and sales taxes required by state law or the Metropolitan Code.
- P. A STRP permit shall not be transferred or assigned to another individual, person, entity, or address, nor shall the permit authorize any person, other than the person named therein, to operate a STRP on the property.
- Q. STRP permit holders shall obtain a use permit from the zoning administrator as an accessory use to the primary residential use pursuant to section 17.16.250.E. of the metropolitan code. No more than 3% of the single-family or detached two-family residential units within each census tract shall be permitted as non-owner-occupied short-term rental use as determined by the Zoning Administrator.
- R. Denial or Revocation of Permit.
 1. Upon the filing of three or more complaints within a calendar year regarding a STRP permit, the department of codes administration shall notify the permit holder in writing of such complaints.
 2. If the department of codes administration determines that violations of this section or any other ordinance or law relating to STRPs have occurred, the permit to operate a STRP may be revoked.
 3. Before revoking any permit, the department of codes administration shall give the permit holder fifteen days written notice of the alleged violation(s) against him/her.
 4. Any denial or revocation of a STRP permit may be appealed to the board of zoning appeals as an administrative appeal pursuant to section 17.40.180.A. of the metropolitan zoning code.

Section 2. The department of codes administration shall begin accepting STRP applications on March 31, 2015, and shall begin enforcing the provisions of this Ordinance from and after July 1, 2015.

Section 3. This Ordinance shall take effect from and after its enactment, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Sponsored by: Burkley Allen, Charlie Tygard, Peter Westerholm, Anthony Davis

Amendment No. 1
To
Ordinance No. BL2014-951

Madam President:

I move to amend Ordinance No. BL2014-951 by amending Section 1 as follows:

I. By deleting the provisions of subsection G. and substituting with the following new subsection G.:

G. The STRP shall meet all applicable requirements of the state and local building and fire safety codes, including, but not limited to, having approved smoke alarms meeting Underwriters Laboratory (UL) 217 standards installed as follows:

1. In all sleeping areas.
2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
3. In each story within the sleeping unit, including basements.

II. By deleting the phrase “paying adult guests” wherein it appears in subsection K., and substituting with the phrase “occupants”.

III. By adding the following provisions at the end of subsection R.:

5. Once a STRP permit has been revoked, no new permit shall be issued to the applicant for the same property for a period of one year.

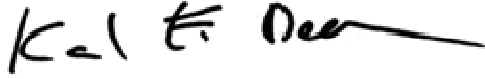
6. The penalty for operating a short term rental property without a permit shall be:

a. A fifty dollar fine. Each day of operation without a permit shall constitute a separate offense.

b. Upon a finding that a short term rental property has operated without a permit, there shall be a one year waiting period from the date of such finding for the property to become eligible for a STRP permit.

Sponsored by: Burkley Allen

LEGISLATIVE HISTORY	
Introduced:	November 18, 2014
Passed First Reading:	November 18, 2014
Referred to:	Codes Committee Convention & Tourism Committee
Deferred to January 6, 2015:	December 2, 2014
Deferred to February 3, 2015:	January 6, 2015
Amended:	February 3, 2015
Passed Second Reading:	February 3, 2015

Passed Third Reading:	February 24, 2015 - Roll Call Vote
Approved:	February 26, 2015
By:	

Requests for ADA accommodation should be directed to the Metropolitan Clerk at 615/862-6770.

**ORDINANCE 2015-06
AS AMENDED**

**TO BE ENTITLED: “AN ORDINANCE TO CREATE
TITLE 13, CHAPTER 2 OF THE FRANKLIN
MUNICIPAL CODE ESTABLISHING REGULATIONS
FOR SHORT TERM VACATION RENTALS.”**

WHEREAS, short-term rental of homes can provide a flexible housing stock that allows travelers a safe accommodation while contributing to the local economy; and

WHEREAS, short-term rental of homes can provide homeowners an opportunity to hold property in difficult economic circumstances or as an investment; and

WHEREAS, hotel taxes from short term rental of homes can be used to promote travel and tourism and to support the local tourism industry; and

WHEREAS, the needs of long-term residents should be balanced with the allowance of short-term rentals.

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

SECTION I. That Title 13, Chapter 2 of the City of Franklin Municipal Code is hereby created and is approved to read as follows:

Title 13 – Property Maintenance Regulations

...

Chapter 2. **Short Term Vacation Rentals**

Sec. 13-201. **Definitions.** For purposes of this section, “Short Term Vacation Rental (STVR)” means a residential dwelling unit containing not more than four (4) sleeping rooms that is used and/or advertised for rent for transient occupancy by guests. Residential dwelling units rented to the same occupant for more than 21 continuous days, Bed and Breakfast establishments, boarding houses, hotels, and motels shall not be considered Short Term Vacation Rentals.

Sec. 13-202. **Certificate of Use and Occupancy Application Required.** No person or entity shall operate a Short Term Vacation Rental (STVR) or advertise a residential property for use as a STVR without the owner of the property first having made application to the Building and Neighborhood Services (BNS) Department to update their Certificate of Use and Occupancy.

Sec. 13-203. **Responsible Party.** The owner of the property shall be responsible for the STVR being in compliance with the Municipal Code, the Zoning Ordinance, and adopted construction codes. The owner shall keep the City updated with the most current name, telephone number, address, and email address of the owner and of a person or business (“responsible party”) residing or located within twenty-five miles of the STVR that is responsible for addressing all maintenance and safety concerns;

Section 13-204. **Proof of Insurance Required.** Proof of insurance evidencing homeowner’s fire, hazard, and liability insurance shall be presented annually to the Building and Neighborhood Services (BNS) Department. Liability coverage shall have limits of not less than \$1,000,000 per occurrence. This coverage shall be continuous while the STVR is in operation.

Section 13-205. **Common Walls and Driveways.** If the STVR unit shares a common wall or a common driveway with another property owner, proof of written notification to such neighboring property owner(s) prior to filing the application shall be submitted to BNS.

Section 13-206. **Signage.** Signs, advertising, or any other display on the property indicating that the dwelling unit is being utilized, in whole or in part, as a STVR is prohibited per the applicable provisions of the Zoning Ordinance.

Section 13-207. **Noise and Waste.** All STVR occupants shall abide by all applicable noise restrictions contained in the Municipal Code Title 11, Chapter 4 – Offenses Against the Peace and Quiet and all applicable waste management provisions of Title 17, including Section 17-203 – Premises to be Kept Clean.

Section 13-208. **Smoke Detectors Required.** The STVR shall have approved smoke alarms meeting Underwriters Laboratory (UL) 217 standards installed as follows:

1. In all sleeping areas.
2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
3. In each story within the sleeping unit, including basements.

Section 13-209. **Food Service.** No food shall be prepared for or served to the transient by the owner or responsible party.

Section 13-210. **Age Requirement.** The principal renter of a STVR unit shall be at least twenty-one (21) years of age.

Section 13-211. **Maximum occupancy.** The maximum number of occupants permitted on a STVR property at any one time shall not exceed ten (10) occupants. Simultaneous rental to more than one party under separate contracts shall not be allowed. The occupancy maximum shall be conspicuously posted within the STVR unit.

Section 13-212. **Term of Rental.** The STVR owner shall not receive any compensation

or remuneration to permit occupancy of a STVR for a period of less than twenty-four (24) hours. The maximum stay for any guest shall be twenty-one (21) consecutive days.

Section 13-213. **Contact Information Shall be Posted.** The name and telephone number of the local responsible party shall be conspicuously posted within the STVR unit. The responsible party shall answer calls twenty-four (24) hours a day, seven (7) days a week for the duration of each short term rental period to address problems associated with the STVR. The Certificate of Use and Occupancy shall also be conspicuously posted within the STVR unit.

Section 13-214. **Annual Application Required.** A STVR application shall be required every three hundred sixty-five (365) days. STVR application fees are as stated in Appendix A – Comprehensive Fees and Penalties.

Section 13-215. **Payment of Taxes Required.** The owner and/or responsible party shall be responsible for collecting and remitting all applicable room, occupancy, and sales taxes required by state law or the Municipal Code.

Section 13-216. **Complaint Administration.**

1. Upon the filing of three or more complaints (including calls to Franklin Police Department) within a calendar year regarding a STVR permit, BNS shall notify the permit holder in writing of such complaints.
2. If BNS determines that violations of this section or any other ordinance or law relating to STVRs have occurred, the right to operate a STVR may be revoked by action of the Board of Mayor and Aldermen.
3. Before the revocation action is placed on an agenda for the Board of Mayor and Aldermen, BNS shall give the responsible party fifteen days written notice of the alleged violation(s) against him/her.

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 be in full force and in effect on or after the final reading, the health, safety and welfare of the citizens of Franklin, Tennessee requiring it.

Building and Neighborhood shall begin accepting STVR applications on August 1, 2015, and shall begin enforcing the provisions of this Ordinance from and after August 1, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor of Franklin

PASSED FIRST READING 04/28/2015

PASSED SECOND READING 06/09/2015

ORDINANCE 2015-06

TO BE ENTITLED: “AN ORDINANCE TO CREATE TITLE 13, CHAPTER 2 OF THE FRANKLIN MUNICIPAL CODE ESTABLISHING REGULATIONS FOR SHORT TERM VACATION RENTALS.”

WHEREAS, short-term rental of homes can provide a flexible housing stock that allows travelers a safe accommodation while contributing to the local economy; and

WHEREAS, short-term rental of homes can provide homeowners an opportunity to hold property in difficult economic circumstances or as an investment; and

WHEREAS, hotel taxes from short term rental of homes can be used to promote travel and tourism and to support the local tourism industry; and

WHEREAS, the needs of long-term residents should be balanced with the allowance of short-term rentals.

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

SECTION I. That Title 13, Chapter 2 of the City of Franklin Municipal Code is hereby created and is approved to read as follows:

Title 13 – Property Maintenance Regulations

...

Chapter 2. **Short Term Vacation Rentals**

Sec. 13-201. **Definitions.** For purposes of this section, “Short Term Vacation Rental (STVR)” means a residential dwelling unit containing not more than four (4) sleeping rooms that is used and/or advertised for rent for transient occupancy by guests. Residential dwelling units rented to the same occupant for more than 21 continuous days, Bed and Breakfast establishments, boarding houses, hotels, and motels shall not be considered Short Term Vacation Rentals.

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Sec. 13-203. **Responsible Party.** The owner of the property shall be responsible for the STVR being in compliance with the Municipal Code, the Zoning Ordinance, and adopted

construction codes. The owner shall keep the City updated with the most current name, telephone number, address, and email address of the owner and of a person or business (“responsible party”) residing or located within twenty-five miles of the STVR that is responsible for addressing all maintenance and safety concerns;

Section 13-204. **Proof of Insurance Required.** Proof of insurance evidencing homeowner’s fire, hazard, and liability insurance shall be presented annually to the Building and Neighborhood Services (BNS) Department. Liability coverage shall have limits of not less than \$1,000,000 per occurrence. This coverage shall be continuous while the STVR is in operation.

Section 13-205. **Common Walls and Driveways.** If the STVR unit shares a common wall or a common driveway with another property owner, proof of written notification to such neighboring property owner(s) prior to filing the application shall be submitted to BNS.

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3. In each story within the sleeping unit, including basements.

Section 13-209. **Food Service.** No food shall be prepared for or served to the transient by the owner or responsible party.

Section 13-210. **Age Requirement.** The principal renter of a STVR unit shall be at least twenty-one (21) years of age.

Section 13-211. **Maximum occupancy.** The maximum number of paying adult guests permitted on a STVR property at any one time shall not exceed more than twice the number of sleeping rooms plus four, and in no instance more than twelve (12) occupants. Simultaneous rental to more than one party under separate contracts shall not be allowed. The occupancy maximum shall be conspicuously posted within the STVR unit.

Section 13-212. **Term of Rental.** The STVR owner shall not receive any compensation

or remuneration to permit occupancy of a STVR for a period of less than twenty-four (24) hours. The maximum stay for any guest shall be twenty-one (21) consecutive days.

Section 13-213. **Contact Information Shall be Posted.** The name and telephone number of the local responsible party shall be conspicuously posted within the STVR unit. The responsible party shall answer calls twenty-four (24) hours a day, seven (7) days a week for the duration of each short term rental period to address problems associated with the STVR. The Certificate of Use and Occupancy shall also be conspicuously posted within the STVR unit.

Section 13-214. **Annual Application Required.** A STVR application shall be required every three hundred sixty-five (365) days. STVR application fees are as stated in Appendix A – Comprehensive Fees and Penalties.

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Section 13-216. **Complaint Administration.**

1. Upon the filing of three or more complaints (including calls to Franklin Police Department) within a calendar year regarding a STVR permit, BNS shall notify the permit holder in writing of such complaints.
2. If BNS determines that violations of this section or any other ordinance or law relating to STVRs have occurred, the right to operate a STVR may be revoked by action of the Board of Mayor and Aldermen.
3. Before the revocation action is placed on an agenda for the Board of Mayor and Aldermen, BNS shall give the responsible party fifteen days written notice of the alleged violation(s) against him/her.

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.

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SECTION IV: BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that this ordinance shall be in full force and in effect on or after the final reading, the health, safety and welfare of the citizens of Franklin, Tennessee requiring it.

Building and Neighborhood shall begin accepting STVR applications on August 1, 2015, and shall begin enforcing the provisions of this Ordinance from and after August 1, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor of Franklin

PASSED FIRST READING _____

PASSED SECOND READING _____



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
DIVISION OF FIRE PREVENTION
STATE FIRE MARSHAL'S OFFICE
CODES ENFORCEMENT SECTION
500 James Robertson Pkwy.
Nashville, TN 37243-0577
615.741.7190

Memorandum

Date: September 20, 2014, Rev. 1
To: Owners, Designers and Contractors of Transient Rental Homes
From: Chris Bainbridge, Director
Re: Requirements for Plans and Inspections of Transient Rental Homes

In April 2014, the State Fire Marshal's Office was informed that transient rental cabins were improperly classified as one- and two-family dwellings. The following is offered to provide clarification of the plans review and inspection processes of these buildings.

One- and two-family dwellings are required by law to be built in compliance with the International Residential Code (IRC) and are intended to be occupied by individuals accustomed to the building. The occupants are familiar with the building and are better able to escape in the event of an emergency.

Rental homes occupied on a transient basis (for no more than 30 days) are required to be built in compliance with the International Building Code (IBC) and have additional safety features not found in a one- and two- family dwelling. These transient rental homes are classified as R1 in the 2006 edition of the IBC. The design and construction of these buildings requires familiarity with the IBC and with plan submission requirements of the State Fire Marshal's Office.

Only plans for those rental homes located outside of an Exempt Jurisdiction must be submitted to the State Fire Marshal's Office. A list of Exempt Jurisdictions can be found at <http://www.tn.gov/fire/documents/exemptjurisdictions1125.pdf>. Rental homes located in an Exempt Jurisdiction must be permitted by that jurisdiction.

The requirements for new transient rental homes issued improper local permits as one- and two-family dwellings are:

1. Plans may be submitted online at <http://apps.tn.gov/tnsfmo/>;
2. The plans must be designed to the 2006 IBC and 2006 IFC;
3. A fee must be paid for plans required to be submitted the State Fire Marshal's Office. A fee calculator can be found at <http://www.tn.gov/commerce/sfm/documents/FeeCalculator.pdf>;
4. Rental homes which are more than two (2) stories or five thousand (5,000) *gross square feet* or more must have a full set of plans submitted by a Tennessee registered architect or engineer. *Gross square feet* is the area of all stories within the outside perimeter of the exterior walls. *Gross square feet* includes any finished or occupied basements. A

basement counts as a story if: 1) The finished surface of the floor above the basement is more than six (6) feet above *grade plane*; or 2) The finished floor surface of the floor above the basement is more than twelve (12) feet above finished ground level at any point. *Grade plane* is a reference plane representing the average finished ground level adjoining the building at exterior walls. See

http://publicecodes.cyberregs.com/icod/ibc/2006f2/icod_ibc_2006f2_5_sec002.htm for more information;

5. The State Fire Marshal's Office will accept the submission of plans not sealed by an architect or engineer for rental homes which are one (1) or two (2) stories and less than five thousand (5,000) gross square feet. The requirements for these plans are attached.
6. Single unit rental homes may be three (3) stories if it is less than five thousand (5,000) gross square feet, has an exterior stair installed on all occupied floors *and* the maximum occupant load is set to ten (10) occupants by the building owner;
7. Rental homes must contain a fire sprinkler system. An NFPA 13 or 13R fire sprinkler system is required by 2006 IBC 903.3.1;

Exception: A NFPA 13D fire sprinkler system is allowed in single unit homes which are up to three (3) stories and less than five thousand (5,000) gross square feet which have single station, interconnected and hardwired smoke alarms located in all occupiable rooms. The sprinkler system must automatically notify the fire department if activated. Balconies and decks are not required to be sprinklered per 2006 IBC 903.3.1.2.1.

8. A fire alarm system is required per 2006 IBC 907.2.8;

Exception: Single unit homes that are up to three (3) stories and less than five thousand (5,000) gross square feet with a maximum occupant load set to ten (10) occupants by the building owner are not required to have a fire alarm system.

9. The State Fire Marshal's Office will enforce state accessibility standards on single unit homes which are designated accessible on the submitted plans. Compliance with the Americans with Disabilities Act (ADA) is the responsibility of the building owner and state registered designer;
10. Rental homes under construction and those constructed under improper permits will have limited inspections focusing on the installation of life safety features such as: egress components, fire alarm/smoke detector systems, fire sprinkler systems and interior finishes. A special Certificate of Occupancy will be issued listing the limited inspections upon approval of the final inspection.

The State Fire Marshal's Office will require that building owners of transient rental homes built after October 2010 which were improperly permitted as one- and two- family dwellings and currently occupied provide a Plan of Corrective Action (POCA). The POCA must identify the work needed to bring the fire and life safety components of the building into compliance with the IBC as R1 occupancy. As long as there are no severe fire safety hazards, owners may continue occupancy of the homes while corrections are being made. Inspections of the fire and life safety features will be conducted accordingly. A special Certificate of Occupancy will be issued listing the limited inspections upon approval of the final inspection.



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE & INSURANCE
STATE FIRE MARSHAL'S OFFICE
500 James Robertson Parkway
Nashville TN 37243-0577
615.741.7190

**GUIDELINES FOR PLAN SUBMITTAL OF
1 OR 2 STORY RESIDENTIAL OCCUPANCIES LESS THAN 5000 GROSS SF
(Use Classified as other than 1- or 2- Family Dwelling or Townhouse)**

The following guidelines are the minimum standards for submission of plans for these buildings to the State Fire Marshal's Office. There may be circumstances that require a set of plans to be designed by a registered architect or engineer.

Submittal Requirements

1. Provide completed Plan Review Submittal Form with the required review fee (based on the estimated cost of construction). [TDCI Rule 0780-02-03-.05(a), 0780-02-03-.04]
2. Provide one (1) complete set of plans (Including plot plan and floor plans) with a PDF version on CD accompanied by letter certifying that the PDF version is an exact copy of the paper version submitted. [TDCI Rule 0780-02-03-.03(3)(b)]
3. Provide "Letter of Clarification" signed (original) by non-registrant (the person) preparing the plans. [AG Opinion No. 09-188, A & E Manual Appendix B]

General Plan Requirements [IBC 106.1.1]

1. Standard plan size is 24" x 36". The minimum paper size is 18" x 24". Use ink only (no pencil). All plan sheets must be uniform in size, printed on substantial paper, and be of sufficient clarity to indicate the location, nature, and extent of work proposed.
2. Site Plan minimum scale is 1"=20 feet. Show the entire parcel - if you have a very large parcel, you may use a reduced scale such as 1:50 or 1:100 as long as the grading portion of the site plan is no smaller than 1:20 scale (this method would require two drawings).
3. Floor Plan minimum scale is 1/4" per foot.
4. Standard architectural symbols should be used and identified in a legend.
5. Plans prepared by a non-registered architect or engineer must be signed (original) and dated by the person who prepared them.
6. A Tennessee registered architect or engineer must prepare, stamp and sign structural plans that utilize an engineer's design, or any buildings that are outside the limitations of 2006 IBC Chapters 16-23.

Cover Sheet [IBC 106.1.1]

1. Provide the following general information on the cover sheet and on title block of each page: job site address, owner's name and mailing address, and the non-registrant's name and address with (original) signature (person preparing the plans).
2. The first page of the plans must contain a statement that the construction will comply with the adopted codes in effect at the time your application is submitted, currently the following: 2006 International Building Code, 2006 International Fire Code, 2006 International Fuel Gas Code, 2006 International Mechanical Code, 2006 International Energy Conservation Code, and NFPA 70 National Electrical Code, 2008 Edition.
3. For buildings that are required to be accessible, the first page of the plans must contain a statement that the construction will comply with the 2010 ADA Standards for Accessible Design. [\[TCA 68-120-204\]](#)
4. The first page of the plans must include the following building information: (1) Occupancy Group and Use Classification per Chapter 3, 2006 IBC; (2) Construction type per 2006 IBC Chapter 6; (3) Sprinkler standard used, per 2006 IBC Chapter 9; (4) Number of stories, and/or height of building; and (5) the Gross Area of building.
5. The first page of the plans must include the design live load values for wind, roof, floor, stairs, guard and hand railings, seismic, etc., as follows:
 - a. For new buildings, provide design live load values per IBC Section 1603.
 - b. For existing buildings that have not been reviewed and approved by our office, provide an evaluation report sealed, signed, and dated from a Tennessee licensed structural engineer. The evaluation report must show determination of adequacy of the existing structure to support the minimum Chapter 16. [IBC 3410.4.1]

Site Plan

Due to the technical nature of this aspect of the building plans, we recommend that you have a professional (engineer, architect, landscape architect, surveyor) assist with this portion of your plan preparation.

1. Show location and footprint of all existing structures, property lines, water mains and other utilities, fire department access and all ingress/egress to public ways. Include size and location of LP-Gas storage tanks (NFPA 58, 2008 Edition) and any other above ground storage tanks. [IBC 106.2, IFC Section 503]
2. Show the location of the fire hydrant(s) used to meet the 600 feet or less hose lay requirement with flow test data next to the hydrant tested. Flow test must have been conducted within the last six months and during peak demand hours. [IFC Section 508, TDEC Rule 1200-05-01-.017(18)]
3. Indicate height and location of retaining walls. Note that retaining walls exceeding 4' in height must be designed or approved by a Tennessee registered Engineer or Architect. In the case where retaining walls are part of the foundation system, the wall must be engineered, and designed or approved by a Tennessee registered Engineer or Architect.

Elevations

1. Provide four exterior elevations (side views) of the proposed structure (North, South, East and West). Show the proposed grade as it will be after final grading. For example, if the building foundation will be stepped to match an existing slope, this must be shown on each elevation.

Energy Package

1. Show the climate zone on the plans.
2. Provide *ResCheck* Compliance Certificate. The author of the energy documents must sign the package as well as the designer/owner. Free *ResCheck* software is available from the U.S. Department of Energy at <http://www.energycodes.gov/rescheck/>.
3. Show the R-value of the floor, walls and ceilings sectional details. Show the energy values of doors, windows and other fenestration.

Foundation Plan [See Inspector Checklist for Specific Code Reference]

1. Show all foundation elements (details), including interior footings and piers, on plan. Indicate the type, height, unbalanced backfill, of foundation walls. Note that foundation walls exceeding the prescriptive levels of IBC 1805.5 must be designed or approved by a Tennessee registered Engineer or Architect, if applicable. In the case retaining walls are part of the foundation system the wall must be designed or approved by a Tennessee registered Engineer or Architect.
2. Show minimum under floor ventilation of 1 sq. ft. per 150 sq. ft. of floor area with cross-ventilation. Crawl spaces shall be provided with a minimum of one access opening not less than 18"x24". Show minimum 18" clearance from grade to the bottom of floor joists (minimum 12" for girders). Specify foundation bolt size and spacing.
3. Provide a cross-section showing typical footing/stem wall or footing/slab dimensions, including placement and size of reinforcement.
4. Show hold-down locations, and provide a hold-down schedule on foundation plan. Note on plan that all hold-downs are to be fastened in place prior to foundation inspection.
5. For building sites steeper than a 1:10 slope, provide a stepped footing detail (cross section).
6. For slab-on-grade construction, show type of slab reinforcement. Also show vapor barrier if it is a habitable area. Be sure that the reinforcement type installed matches the plan engineering.

Floor Plan [See Inspector Checklist for Specific Code Reference]

1. Provide a fully-dimensioned floor plan for each building level. Label each room or area with its proposed use and dimensions. At least habitable one room within a dwelling unit must have minimum 120 S.F. net floor area. All other habitable rooms shall have a minimum 70 S.F. net floor area.
2. Provide a Door & Window Schedule showing all doors and windows with nominal sizes. Show natural light and ventilation calculations.
3. Show all fire rated walls and doors for tenant space / dwelling unit separation, in corridors, between or a garage and adjacent living space (including an attic continuous between the garage and

adjacent living space).

4. Show egress window locations in sleeping rooms. (See exception)
5. Show safety glazing in hazardous locations.
6. Show a minimum 36" x 36" landing on each side of an exterior doorway.
7. Show a minimum 22" x 30" access to attic areas that have 30" of headroom.
8. Show Stair and handrail details.

Floor-framing [See Inspector Checklist for Specific Code Reference]

1. Show the type, size, and spacing of girders and floor joists. Identify if manufactured joists are used. Note that floor joists must be spaced no further apart than 16" O.C. when the underside forms part of a fire separation, such as between a garage and a living space above, otherwise an approved listing assembly will be required.
2. Show the thickness and span rating of the floor sheathing (for example: 3/4", 20/40 plywood).
3. Provide details for additional support under concentrated loads such as brick hearths, rock work, wood stoves, gas stoves, and so forth.

Wall Framing [See Inspector Checklist for Specific Code Reference]

1. Provide one or more typical cross-sections to clearly showing how the structure will be constructed. Provide close-up details to clarify specific connections or other special framing.
2. Provide a cross-section showing typical high wall, beams trusses or rafters as applicable.
3. Show all header/beam locations and sizes. Note that beam sizes must match the project engineering where required.
4. Show method of bracing the structure. Provide fastener size and spacing for shear walls or braced wall panels.
5. If a deck is to be built, provide a deck framing plan with a typical cross-section.

Roof and Ceiling Framing [See Inspector Checklist for Specific Code Reference]

1. For conventional (non-engineered) site-built roofs, show rafter size and ceiling joists, grade, and spacing. Show wall ties a minimum of 48" on center.
2. For engineered trusses, provide typical details of the truss & required hardware specifications from the truss manufacturer.
3. Show the thickness and span rating of the roof sheathing (for example: 5/8" 24/16 plywood).
4. Show location of attic ventilation.
5. Specify the type of roof covering.

Mechanical Plan [See Inspector Checklist for Specific Code Reference]

1. The mechanical plan may be included on the floor plan if sufficient clarity is maintained.
2. Show the location of HVAC equipments (FAU, A/C, Water heater, Heat pump, Air handler, Exhaust fan, etc.). The equipment shall not be placed within the required side/ rear setbacks.
3. In bathrooms and toilet rooms, show mechanical ventilation to outside where required.
4. Show where the gas piping enters the building and specify the type of gas to be used (propane or natural gas). If any show the location of LPG tanks.
5. Show all gas appliance locations with the rated BTU (input) of each device. Show how gas appliances in confined spaces will receive combustion air. Note the size and location of the openings.
6. If a water heater is located in the garage, show the burner assembly located a minimum of 18" above the floor. Appliances installed in garages shall be located behind protective barriers or located out of the normal path of vehicles. Show approved seismic bracing for all water heaters, when applicable.

Plumbing Plan [See Inspector Checklist for Specific Code Reference]

1. The plumbing plan may be included on the floor plan if sufficient clarity is maintained.
2. Show the location of plumbing equipment (water closets, sinks, tub, showers, water heater, etc.)

Electrical Plan [See Inspector Checklist for Specific Code Reference]

1. The electrical plan may be included on the floor plan if sufficient clarity is retained.
2. The electrical plan must include the location of the service panel and its rated ampacity. Provide load calculations with panel schedule identifying circuits. Show all outlets, switches, light fixtures and smoke detectors. Label any 220-volt outlets. Label all required GFCI (ground fault interrupter circuit) outlets
3. Specify that all bedroom branch circuits are protected by an arc fault circuit interrupter.
4. In R-1 & R-2 Occupancy Groups, provide fire alarm details & specification.

Fire Sprinkler Plan [See Inspector Checklist for Specific Code Reference]

1. A Tennessee Licensed Sprinkler Contractor is required. Sprinkler Shop drawings must be prepared and submitted by a Responsible Managing Employee.
2. Identify the type of system to be installed in the building. Provide preliminary hydraulic calculations that show the water supply is adequate to meet the demand of the system.

ORDINANCE 2014-28

**TO BE ENTITLED: “AN ORDINANCE TO AMEND TABLE 3-2:
PERMITTED USES AND CHAPTER 8 DEFINITIONS, TO
ALLOW SHORT-TERM VACATION RENTALS IN VARIOUS
ZONING DISTRICTS”**

WHEREAS, the City of Franklin, Tennessee encourages unique, innovative, and sustainable neighborhoods; and

WHEREAS, the City of Franklin, Tennessee encourages tourism and has become a destination for tourists; and

WHEREAS, the City of Franklin, Tennessee encourages unique, transient lodging opportunities to enhance the experience of visitors; and

WHEREAS, the City of Franklin, Tennessee encourages entrepreneurs and small business ownership; and

WHEREAS, it is within the best interests of the citizens of the City of Franklin to amend the Franklin Zoning Ordinance to address the concerns identified by allowing property owners in certain zoning districts to lease their homes as short-term vacation rentals.

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

SECTION I. That Chapter 3, Section 3.2.3 Use Table, of the Franklin Zoning Ordinance is hereby amended to add the following text noted in bold, and is approved to read as follows:

TABLE 3-2: PERMITTED USES		
Use Types “P” = Permitted	Base Zoning Districts	Additional Requirements

	AG	ER	R-1	R-2	R-3	R-6	SD-R	SD-X	RM-10	RM-15	RM-20	OR	GO	NC	CC	GC	LI	HI	CI	
COMMERCIAL USES																				
Bed and Breakfast Establishments	P	P	P	P	P	P	P	P				P			P					Sec. 3.2.7 (1) and (3)
Service Commercial Uses								P					P	P	P	P				Sec. 3.2.7 (1)
Short-Term Vacation Rentals	P	P	P	P	P	P	P	P				P			P					
Telecommunication Towers and Antennas	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 3.2.7 (1) and (4)

SECTION II. That Chapter 8, Section 8.2 Glossary, of the Franklin Zoning Ordinance is hereby amended to add the following text noted in bold, and is approved to read as follows:

.....

TABLE 8.1: ABBREVIATIONS	
Abbreviation	Term
SRO	Scientific Research Overlay
STVR	Short-Term Vacation Rental
SWCO	Seward Hall Character Area

.....

SECTION III. That Chapter 8, Section 8.3 Definitions and Use Classifications, of the Franklin Zoning Ordinance is hereby amended to add the following text noted in bold, and is approved to read as follows:

.....

Shoebox-Style Lighting Fixture

An exterior lighting device in the shape of a box that is typically mounted on a pole and constructed to direct illumination to a discrete area directly beneath the lighting fixture.

Short-Term Vacation Rental

An existing dwelling unit used, in its entirety, for transient occupancy of 21 days or less, for which the city has issued to the owner a business license for such use.

Shrub

A woody plant, growing 18 inches to 15 feet in height at maturity, consisting of several small stems emerging from the ground or small branches near the ground. Shrubs may be deciduous or evergreen.

.....

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

PLANNING COMMISSION RECOMMENDED: 10/23/2014

PASSED FIRST READING: _____

PUBLIC HEARING HELD: _____

PASSED SECOND READING: _____

PASSED THIRD READING: _____

ORDINANCE NO. BL2014-951

An ordinance to amend Chapter 6.28 of the Metropolitan Code pertaining to Short Term Rental Property.

WHEREAS, short-term rental of homes can provide a flexible housing stock that allows travelers a safe accommodation while contributing to the local economy; and

WHEREAS, short-term rental of homes can provide homeowners an opportunity to hold property in difficult economic circumstances or as an investment; and

WHEREAS, hotel taxes from short term rental of homes can be used to promote travel and tourism and to support the local tourism industry; and

WHEREAS, the needs of long-term residents should be balanced with the allowance of short-term rentals.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Chapter 6.28 of the Metropolitan Code is hereby amended by adding the following new Section 6.28.030:

6.28.030 Short Term Rental Property (STRP).

A. For purposes of this section, "Short Term Rental Property (STRP)" means a residential dwelling unit containing not more than four sleeping rooms that is used and/or advertised for rent for transient occupancy by guests as those terms are defined in Section 5.12.010 of the metropolitan code. Residential dwelling units rented to the same occupant for more than 30 continuous days, Bed and Breakfast establishments, boarding houses, hotels, and motels shall not be considered Short Term Rental Property.

B. For purposes of this section, "owner-occupied" means the owner of the property permanently resides in the STRP or in the principal residential unit with which the STRP is associated on the same lot.

C. No person or entity shall operate a STRP or advertise a residential property for use as a STRP without the owner of the property first having obtained a STRP permit issued by the department of codes administration.

D. Application. The STRP permit application shall include the following information:

1. The name, telephone number, address, and email address of the owner and of a person or business ("responsible party") residing or located within twenty-five miles of the STRP that is responsible for addressing all maintenance and safety concerns;
2. Proof of insurance evidencing homeowner's fire, hazard, and liability insurance. Liability coverage shall have limits of not less than \$1,000,000 per occurrence.
3. If the STRP unit shares a common wall or a common driveway with another property owner, proof of written notification to such neighboring property owner(s) prior to filing the application.

E. Signage. Signs, advertising, or any other display on the property indicating that the dwelling unit is being utilized, in whole or in part, as a STRP is prohibited.

F. All STRP occupants shall abide by all applicable noise restrictions contained in the Metropolitan Code and all applicable waste management provisions of Chapter 10.20 of the Metropolitan Code.

G. The STRP shall have approved smoke alarms meeting Underwriters Laboratory (UL) 217 standards installed as follows:

1. In all sleeping areas.

2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
3. In each story within the sleeping unit, including basements.
- H. No recreational vehicles, buses, or trailers shall be visible on the street or property in conjunction with the STRP use.
- I. No food shall be prepared for or served to the transient by the permit holder.
- J. The principal renter of a STRP unit shall be at least twenty-one (21) years of age.
- K. Maximum occupancy. The maximum number of paying adult guests permitted on a STRP property at any one time shall not exceed more than twice the number of sleeping rooms plus four. Simultaneous rental to more than one party under separate contracts shall not be allowed. The occupancy maximum shall be conspicuously posted within the STRP unit.
- L. The STRP owner shall not receive any compensation or remuneration to permit occupancy of a STRP for a period of less than twenty-four (24) hours. The maximum stay for any guest shall be thirty (30) consecutive days.
- M. The name and telephone number of the local responsible party shall be conspicuously posted within the STRP unit. The responsible party shall answer calls twenty-four (24) hours a day, seven (7) days a week for the duration of each short term rental period to address problems associated with the STRP.
- N. Expiration of permit. A STRP permit shall expire three hundred sixty-five (365) days after it is issued. STRP permits may be renewed upon the payment of a fifty dollar renewal fee to the department of codes administration.
- O. The permit holder shall be responsible for collecting and remitting all applicable room, occupancy, and sales taxes required by state law or the Metropolitan Code.
- P. A STRP permit shall not be transferred or assigned to another individual, person, entity, or address, nor shall the permit authorize any person, other than the person named therein, to operate a STRP on the property.
- Q. STRP permit holders shall obtain a use permit from the zoning administrator as an accessory use to the primary residential use pursuant to section 17.16.250.E. of the metropolitan code. No more than 3% of the single-family or detached two-family residential units within each census tract shall be permitted as non-owner-occupied short-term rental use as determined by the Zoning Administrator.
- R. Denial or Revocation of Permit.
 1. Upon the filing of three or more complaints within a calendar year regarding a STRP permit, the department of codes administration shall notify the permit holder in writing of such complaints.
 2. If the department of codes administration determines that violations of this section or any other ordinance or law relating to STRPs have occurred, the permit to operate a STRP may be revoked.
 3. Before revoking any permit, the department of codes administration shall give the permit holder fifteen days written notice of the alleged violation(s) against him/her.
 4. Any denial or revocation of a STRP permit may be appealed to the board of zoning appeals as an administrative appeal pursuant to section 17.40.180.A. of the metropolitan zoning code.

Section 2. The department of codes administration shall begin accepting STRP applications on March 31, 2015, and shall begin enforcing the provisions of this Ordinance from and after July 1, 2015.

Section 3. This Ordinance shall take effect from and after its enactment, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Sponsored by: Burkley Allen, Charlie Tygard, Peter Westerholm, Anthony Davis

Amendment No. 1
To
Ordinance No. BL2014-951

Madam President:

I move to amend Ordinance No. BL2014-951 by amending Section 1 as follows:

I. By deleting the provisions of subsection G. and substituting with the following new subsection G.:

G. The STRP shall meet all applicable requirements of the state and local building and fire safety codes, including, but not limited to, having approved smoke alarms meeting Underwriters Laboratory (UL) 217 standards installed as follows:

1. In all sleeping areas.
2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
3. In each story within the sleeping unit, including basements.

II. By deleting the phrase “paying adult guests” wherein it appears in subsection K., and substituting with the phrase “occupants”.

III. By adding the following provisions at the end of subsection R.:

5. Once a STRP permit has been revoked, no new permit shall be issued to the applicant for the same property for a period of one year.

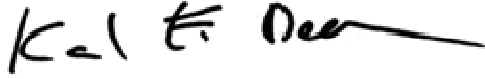
6. The penalty for operating a short term rental property without a permit shall be:

a. A fifty dollar fine. Each day of operation without a permit shall constitute a separate offense.

b. Upon a finding that a short term rental property has operated without a permit, there shall be a one year waiting period from the date of such finding for the property to become eligible for a STRP permit.

Sponsored by: Burkley Allen

LEGISLATIVE HISTORY	
Introduced:	November 18, 2014
Passed First Reading:	November 18, 2014
Referred to:	Codes Committee Convention & Tourism Committee
Deferred to January 6, 2015:	December 2, 2014
Deferred to February 3, 2015:	January 6, 2015
Amended:	February 3, 2015
Passed Second Reading:	February 3, 2015

Passed Third Reading:	February 24, 2015 - Roll Call Vote
Approved:	February 26, 2015
By:	

Requests for ADA accommodation should be directed to the Metropolitan Clerk at 615/862-6770.