



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, April 25, 2017

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [17-0309](#) Consideration of Event Permit for Mellow Mushroom Live on the Square Concert Series May - August 2017 in Downtown Franklin. (04/25/17 Worksession)

Sponsors: Deb Faulkner
Attachments: [Mellow Mushroom Concert Series 2017 REVISED App](#)
2. [17-0345](#) Consideration of Resolution 2017-28, A Resolution Authorizing And Providing For The Financing Of The Construction Of A Wastewater Facilities Project, Including Authorizing The Execution Of Applications, Contractual Agreements, And Other Necessary Documents, And Making Certain Representations, Certifications, And Pledges Of Certain Revenue In Connection With Such Financing for the Water Reclamation Facility Upgrades and Expansion Project with the State Revolving Fund. (04/25/17 WS, 04/25/17 BOMA Deferred to May 9, 2017 BOMA 7-1)

Sponsors: Mark Hilty
Attachments: [COF RES 2017-28 Franklin CG5 2017-375 WRF Authorizing Resolution for L](#)
3. [17-0353](#) Consideration of Resolution 2017-29, A Resolution to Approve Financing for the Water Reclamation Facility Upgrades and Expansion Project with the State Revolving Fund. (04/25/17 WS, 04/25/17 BOMA Deferred to May 9, 2017 BOMA 7-1)

Sponsors: Mark Hilty
Attachments: [COF RES 2017-29 Franklin SRF 2017-376 WRF Authorizing Resolution for L](#)
4. [17-0310](#) *Consideration of Resolution 2017-16, A Resolution to Approve Year 3 Action Plan of the CDBG Consolidated Plan. (04/25/17 WS)

Sponsors: Chris Bridgewater and Building and Neighborhood Services (BNS)
Attachments: [RES 2017-16 CDBG AAP Exh. A](#)
[Resolution for third year AAP](#)

5. [17-0308](#) *Consideration of Resolution 2017-25, an Initial Resolution authorizing the City to issue General Obligation Bonds in an amount not to exceed \$28,500,000. (04/13/17 Finance 3-0)

Sponsors: Kristine Brock

Attachments: [Series 2017 General Obligation Bonds April 25 2017](#)
[2017-25 RES Franklin 2017 GO PI Initial Resolution \(2\).Law Approved](#)

Legislative History

4/13/17 Budget & Finance referred to the Work Session
Committee

6. [17-0297](#) *Consideration of Resolution 2017- 24, a Resolution to Issue Capital Improvement Bonds in an Amount Not To Exceed \$28,500,000. (04/13/17 FINANCE 3-0)

Sponsors: Kristine Brock

Attachments: [2017-24 RES Franklin 2017 GO PI Detailed Bond Resolution \(2\).Law Approved](#)

Legislative History

4/13/17 Budget & Finance referred to the Work Session
Committee

7. [17-0315](#) Consideration of procurement award to BlueCross BlueShield of Tennessee of Chattanooga, Tennessee for administrative services for the City's group employee health, pharmacy and vision insurance benefits, for a term of award of three (3) years, to be effective July 1, 2017, with two (2) one-year options to extend the term of award thereafter, for the Human Resources Department (Purchasing Office Procurement Solicitation No. 2017-014; Contract No. 2017-0090) (04/13/17 FINANCE 3-0, 04/25/17 Work Session)

Sponsors: Sara Sylvis

Attachments: [2017-014A Tabulation of proposals - health](#)
[2017-014B Tabulation of proposals - pharmacy](#)
[2017-014C Tabulation of proposals - vision](#)

8. [17-0307](#) PUBLIC HEARING: Consideration of Initiating the Annexation Process and Draft Plan Of Services, Resolution 2017-13, for the Annexation of Bushnell and Bates Properties, Located at 1495 and 1521 Lewisburg Pike. (04/25/17 Work session)

Sponsors: Ald. Ann Petersen and Josh King

Attachments: [bUSHNELL Annexation Map.pdf](#)
[2017-13 RES BushnellPropertyPlanofService with Map.Law Approved](#)
[2017.02.17 - Bushnell Bates Property Annexation Request.pdf](#)

9. [17-0321](#) *Consideration of Resolution 2017-26, "A Resolution Authorizing the Installation of No Truck Signs on East McEwen Drive from Cool Springs Blvd to Wilson Pike". (04/25/17 WS)
- Sponsors: Paul Holzen and Jonathan Marston
- Attachments: [Res 2017-26 McEwen Truck Traffic_with Exhibit A.Law Approved.pdf](#)
10. [17-0273](#) Consideration of Request to Deny Sanitary Sewer for the property located at 1134 Beech's Tavern Trail (Map 053 Parcel 10.04) (03/30/17 CIC: The motion to DENY the request passed 3-1; 04/25/17 Work Session)
- Sponsors: Paul Holzen
- Attachments: [Sewer Application 1134 Beechs Tavern Trail](#)
 [Exhibit A](#)
 [Resolution 2009-13](#)
 [COF Resolutions # 2007-51- 06-12-2007 - SEWER IMPROVEMENTS HIGHGA](#)
 [COF Resolutions # 2008-21- 07-08-2008 - AUTHORIZE CONSTRUCTION SEV](#)
 [02-14-2006 - #2005-93 - APPROVED - ANNEX HIGHGATE SD 70.24 ACRES](#)
 [Exhibit B](#)
11. [17-0274](#) Consideration of Request to Deny Sanitary Sewer Request for the property located at 1126 Beech's Tavern Trail (Map 053 Parcel 10.02) (03/30/17 CIC: The request to DENY Sanitary Sewer was approved 3-1; 4/25/17 Work Session)
- Sponsors: Paul Holzen
- Attachments: [Resolution 2009-13](#)
 [COF Resolutions # 2007-51- 06-12-2007 - SEWER IMPROVEMENTS HIGHGA](#)
 [COF Resolutions # 2008-21- 07-08-2008 - AUTHORIZE CONSTRUCTION SEV](#)
 [02-14-2006 - #2005-93 - APPROVED - ANNEX HIGHGATE SD 70.24 ACRES](#)
 [Exhibit A2](#)
 [Exhibit B2](#)

12. [17-0176](#) PUBLIC HEARING: Consideration Of Initiating The Annexation Process And Draft Plan Of Services, Draft Resolution 2017-17, For The Annexation Of Several Properties Not Adjoining The Existing City Limits, Located On The North And South Side Of Murfreesboro Road, East Of North Chapel Road, And West Of Trinity Road, And Within The Eastern Part Of The Franklin Urban Growth Boundary (UGB), By The City Of Franklin, Tennessee.”

(Continued from 3/28/17 Work session; Deferred from 4/25/17 Work Session to 5/23/17 WS; 05/23/17 WS).

Sponsors:

Eric Stuckey, Vernon Gerth, Emily Hunter and James Svoboda

Attachments:

[Mayes Creek Property Draft POS Resolution 1-18-17](#)

[Non-contiguous Annexations Mayes Creek Annexation Request 4-25-17 BOM](#)

[Envision Franklin 1-26-2017-Managed Growth-Design Concept Map-Developr](#)

[Envision Franklin Appendix C Development Suitability Analysis](#)

[Non-contiguous Annexations Mayes Creek Annexation Request 3-28-17 BOM](#)

[Mayes Creek Smith property annexation req](#)

[Mayes Creek Annexation Exhibit - For Discussion Purposes Only](#)

[Mayes Creek Drainage Basin Preliminary Sewer Improvement Cost Estimates](#)

[Mayes Creek Annexation Location Map](#)

Legislative History

3/28/17

Work Session

referred to the Work Session

Other Business

Adjournment

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

OFFICE USE ONLY:

Permit No:



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CITY OF FRANKLIN EVENT PERMIT APPLICATION

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

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

Please check
all that apply:

☐ street closure

☐ parade

☒ other special event

☐ beer served (*separate permit required*)

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

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

____ Aspen Grove Park

____ Liberty Park

____ Eastern Flank Battlefield Park

____ Fieldstone Farms

____ Pinkerton Park

____ Jim Warren Park

____ Harlinsdale Farm

Other: _____

2) Name/purpose of event: 64 Beatles band concert

3) Date or dates of event: May 13, June 10, July 8, Aug 12, Sept 9 - All 2017

4) Time of Event: 7 pm

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

Set-Up Date/Time: 7 pm **Tear-down Date/Time:** 8 pm

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

6) Name of Applicant and Organization Requesting Permit:

Robert Sudberry on behalf of Mellow Mushroom Franklin

a) Address: 317 main street

b) Phone: 615-628-0181 **c) Cell:** _____ **d) Fax:** 615-628-0185

e) E-mail address: Franklin@mellowmushroominfo.com

7) Person in charge on day of event: Kathy Dolac, Brian Sylvester, Robert Sudberry
Cell: 404-291-6285 **E-mail address:** Franklin@mellowmushroominfo.com



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

Name: Robert Sudberry Cell: 615-347-2046 E-mail address: Franklin @ mellow mushroom info.com

Name: Brian Sylvester Cell: 615-294-8772 E-mail address: Franklin @ mellow mushroom info.com

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

A very anticipated & highly attended Beatles cover band sets up outside our patio & plays a concert for 2 hours. Barricades are provided by the city to enclose the area for drinking alcohol.

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

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

about 100-150 people

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

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

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

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

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

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

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

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

partial parking on the
Square

Revised February 2014



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

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

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

TITLE VI OF THE 1964 CIVIL RIGHTS ACT

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

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

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

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



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TENNESSEE

PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.

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

BY: Robert Stuckey Manager Date: 2-27-17
(Signature and title – must be officer of organization)

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

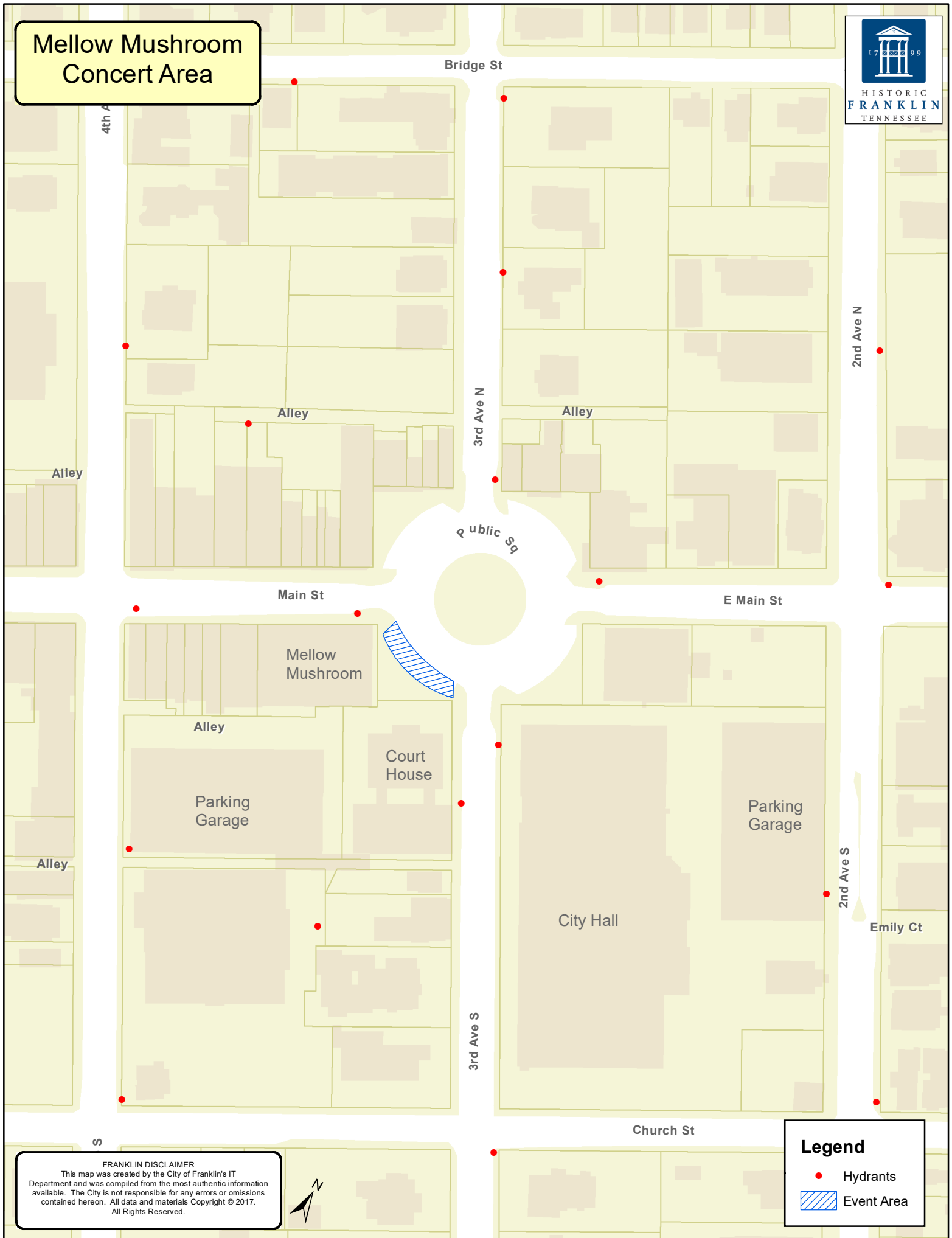
Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

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

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

Mellow Mushroom Concert Area



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



Legend

- Hydrants
- Event Area

RESOLUTION 2017-28**RESOLUTION AUTHORIZING AND PROVIDING FOR THE FINANCING OF THE CONSTRUCTION OF A WASTEWATER FACILITIES PROJECT, INCLUDING AUTHORIZING THE EXECUTION OF APPLICATIONS, CONTRACTUAL AGREEMENTS, AND OTHER NECESSARY DOCUMENTS, AND MAKING CERTAIN REPRESENTATIONS, CERTIFICATIONS, AND PLEDGES OF CERTAIN REVENUE IN CONNECTION WITH SUCH FINANCING.**

WHEREAS, the City of Franklin is a public and governmental body in the Franklin, Tennessee (the "Local Government"); and

WHEREAS, the Local Government has determined that it is necessary and desirable to undertake certain activities or tasks in connection with a wastewater facilities project, Department of Environment and Conservation Number **CG5 2017-375** (the "Project"), in and for the Local Government; and

WHEREAS, Tennessee Code Annotated, Section 68-221-1001 et. seq., provide for the lending of moneys in the wastewater facilities Revolving Loan Fund to Local Governments for the purpose of providing funds for Project Loans; and

WHEREAS, the Local Government has determined that it is necessary and advisable to borrow funds for the Project pursuant to these sections.

NOW, THEREFORE, be it resolved by the Board of Mayor and Aldermen as follows:

Section 1. Local Government hereby approves the creation of indebtedness on behalf of the Local Government in the principal amount of ONE MILLION FIVE HUNDRED THOUSAND Dollars (\$1,500,000) by the obtaining of a Project Loan.

Section 2. The execution and delivery of the Application for a Project Loan in the principal amount of ONE MILLION FIVE HUNDRED THOUSAND Dollars (\$1,500,000) for the purpose of funding all or a portion of the total estimated cost of the Project ONE HUNDRED TWELVE MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND Dollars (\$112,875,000), by Dr. Ken Moore, Mayor of the Local Government, is hereby ratified and approved in all respects.

Section 3. The form, terms, and provisions of the agreement for the Project Loan among the Local Government, the Tennessee Department of Environment and Conservation, and the Tennessee Local Development Authority (the "Loan Agreement"), as presented at this meeting, are hereby approved.

Section 4. The Local Government hereby agrees to honor and accept the method of financing as may be determined by the Authority pursuant to the Loan Agreement.

Section 5. The Local Government hereby agrees to make the monthly payments on the Project Loan in accordance with the Payment Schedule to be attached to the Loan Agreement.

Section 6. The Local Government hereby agrees to levy fees, rates, or charges for services provided by the Project and/or to levy ad valorem taxes sufficient to pay the interest on and principal of the Project Loan in accordance with the Loan Agreement. The Local Government also agrees to levy fees, rates, or charges and/or ad valorem taxes sufficient to pay the cost of operation and maintenance of the wastewater system of which the Project is a part, which cost shall include depreciation and all other debt service expense of the system.

Section 7. The Local Government assigns and pledges its State-Shared Taxes to the State and consents to the withholding and application of State-Shared Taxes in the event of failure by the Local

Government to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

Section 8. The Local Government hereby agrees that there are no local pledges of State-Shared Taxes other than those disclosed.

Section 9. The Local Government hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

Section 10. The Mayor of the Local Government is authorized and directed to execute the Loan Agreement, and any amendments or supplements to the Loan Agreement, in the name and behalf of the Local Government; to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the Local Government of such documents; and to take such further action and to execute and deliver such further instruments or documents as such officer may consider necessary or advisable in connection with the Loan Agreement. Provided, however, this resolution shall not be deemed to grant authority to the named officer to approve any increase in the amount of the Project Loan.

Section 11. All orders, resolutions, or ordinances in conflict with this resolution be and the same are repealed insofar as such conflict exists. This resolution shall become effective immediately upon its passage.

Duly passed and approved this 9th day of May, 2017.

CITY OF FRANKLIN, TENNESSEE

Dr. Ken Moore, Mayor

WITNESS:

Eric Stuckey
City Administrator

Approved as to form by:

Shauna R. Billingsley
City Attorney

RESOLUTION 2017-29**RESOLUTION AUTHORIZING AND PROVIDING FOR THE FINANCING OF THE CONSTRUCTION OF A WASTEWATER FACILITIES PROJECT, INCLUDING AUTHORIZING THE EXECUTION OF APPLICATIONS, CONTRACTUAL AGREEMENTS, AND OTHER NECESSARY DOCUMENTS, AND MAKING CERTAIN REPRESENTATIONS, CERTIFICATIONS, AND PLEDGES OF CERTAIN REVENUE IN CONNECTION WITH SUCH FINANCING.**

WHEREAS, the City of Franklin is a public and governmental body in the Franklin, Tennessee (the "Local Government"); and

WHEREAS, the Local Government has determined that it is necessary and desirable to undertake certain activities or tasks in connection with a wastewater facilities project, Department of Environment and Conservation Number **SRF 2017-376** (the "Project"), in and for the Local Government; and

WHEREAS, Tennessee Code Annotated, Section 68-221-1001 et. seq., provide for the lending of moneys in the wastewater facilities Revolving Loan Fund to Local Governments for the purpose of providing funds for Project Loans; and

WHEREAS, the Local Government has determined that it is necessary and advisable to borrow funds for the Project pursuant to these sections.

NOW, THEREFORE, be it resolved by the Board of Mayor and Aldermen for the City of Franklin, Tennessee as follows:

Section 1. Local Government hereby approves the creation of indebtedness on behalf of the Local Government in the principal amount of SEVENTY-EIGHT MILLION FIVE HUNDRED THOUSAND Dollars (\$78,500,000) by the obtaining of a Project Loan.

Section 2. The execution and delivery of the Application for a Project Loan in the principal amount of SEVENTY-EIGHT MILLION FIVE HUNDRED THOUSAND Dollars (\$78,500,000) for the purpose of funding all or a portion of the total estimated cost of the Project ONE HUNDRED TWELVE MILLION EIGHT HUNDRED SEVENTY-FIVE THOUSAND Dollars (\$112,875,000), by Dr. Ken Moore, Mayor of the Local Government, is hereby ratified and approved in all respects.

Section 3. The form, terms, and provisions of the agreement for the Project Loan among the Local Government, the Tennessee Department of Environment and Conservation, and the Tennessee Local Development Authority (the "Loan Agreement"), as presented at this meeting, are hereby approved.

Section 4. The Local Government hereby agrees to honor and accept the method of financing as may be determined by the Authority pursuant to the Loan Agreement.

Section 5. The Local Government hereby agrees to make the monthly payments on the Project Loan in accordance with the Payment Schedule to be attached to the Loan Agreement.

Section 6. The Local Government hereby agrees to levy fees, rates, or charges for services provided by the Project and/or to levy ad valorem taxes sufficient to pay the interest on and principal of the Project Loan in accordance with the Loan Agreement. The Local Government also agrees to levy fees, rates, or charges and/or ad valorem taxes sufficient to pay the cost of operation and maintenance of the wastewater system of which the Project is a part, which cost shall include depreciation and all other debt service expense of the system.

Section 7. The Local Government assigns and pledges its State-Shared Taxes to the State and consents to the withholding and application of State-Shared Taxes in the event of failure by the Local Government to remit monthly payments in accordance with the terms of the Loan Agreement, as the Loan Agreement may be supplemented or amended from time to time.

Section 8. The Local Government hereby agrees that there are no local pledges of State-Shared Taxes other than those disclosed.

Section 9. The Local Government hereby agrees to obtain alternative methods of financing for all costs necessary for the completion of the Project which are in excess of the combined financing provided by any agency of the United States Government and by the Tennessee Local Development Authority.

Section 10. The Mayor of the Local Government is authorized and directed to execute the Loan Agreement, and any amendments or supplements to the Loan Agreement, in the name and behalf of the Local Government; to deliver such documents to the other parties to such documents, such execution and delivery to be conclusive proof of the approval of the Local Government of such documents; and to take such further action and to execute and deliver such further instruments or documents as such officer may consider necessary or advisable in connection with the Loan Agreement. Provided, however, this resolution shall not be deemed to grant authority to the named officer to approve any increase in the amount of the Project Loan.

Section 11. All orders, resolutions, or ordinances in conflict with this resolution be and the same are repealed insofar as such conflict exists. This resolution shall become effective immediately upon its passage.

Duly passed and approved this 9th day of May, 2017.

CITY OF FRANKLIN, TENNESSEE

Dr. Ken Moore, Mayor

WITNESS:

Eric Stuckey
City Administrator

Approved as to form by:

Shauna R. Billingsley
City Attorney

City of Franklin

Consolidated Plan for Housing and Community Development



Contents:

Annual Action Plan 2017-2018



The five-year Consolidated Plan serves as the guiding document for the City of Franklin's Community Development Block Grant (CDBG) program. The plan covers the period commencing July 1, 2015 and concluding on June 30, 2020. The plan is a requirement of the U.S. Department of Housing and Urban Development. The City anticipates receiving \$250,000.00 for the 2017-2018 program year. Annual funding is anticipated to be similar over the next program years.

The Consolidated Plan has several primary sections including a Housing Needs Assessment that addresses the needs for affordable housing, homelessness, special needs populations, and non-housing community development needs. The plan also includes a Housing Market Analysis that evaluates existing housing stock and resources. There is a Strategic Plan that outlines objectives for the next five-year planning period and the first program year's Annual Action Plan that sets goals and funding for the upcoming year. Other sections found in the Consolidated Plan address the methodology for citizen participation and institutional structure for delivering services and programs.

The City of Franklin priorities are as follows:

1. Availability and affordability of housing
2. Public education and awareness of fair housing

The City of Franklin has discussed and is currently working on strategies for housing affordability in the City of Franklin. As options are identified, the city will continue its current initiatives toward providing housing options with both nonprofit entities and for profit housing developers to provide additional units. Fair housing education and awareness are important factors in ensuring that housing discrimination is not occurring in the City and the City will continue its partnership with the Tennessee Fair Housing Council on those efforts. The City will continue to assess the homelessness needs in the city and will work with area nonprofits to address the need.



The City of Franklin will address the following activities for the 2017-2018 Program Year:

- Community Based Development Organization \$190,000.00
- Fair Housing Education & Outreach \$10,000.00
- Administration \$50,000.00
- Total Anticipated Entitlement \$250,000.00

The City of Franklin's area median income has increased over the past decade. Despite this, many areas identified as low to moderate income have retained a preponderance of households with lower incomes. Neighborhoods such as Hard Bargain, Natchez, Cadet, Hill Estates, and Rolling Meadows have traditionally had a lower median income than other neighborhoods in the City. These neighborhoods are still of special significance as they are transitioning racially/ethnically and in income due to gentrification and an interest to live near the Historic City of Franklin center.



The City will continue to expend CBDO funds on new home construction, seeking partnership with both non-profits and for profit developers with an ultimate goal of building 1-2 new homes within the City of Franklin. Above is a new construction home in the Hard Bargain neighborhood; this home sold for under \$180,000.00 and is deed restricted for 20 years. The City has created neighborhood identification signs within neighborhoods as part of the community revitalization plan; they were well received by the residents. Additionally, the City is planning a neighborhood outreach program with volunteers and City staff assisting with clean-up and removal of unwanted items as requested by the residents.



There are pockets of low-income and minority concentration throughout the City including communities such as Hard Bargain, Natchez, Cadet, Hill Estates, and Rolling Meadows. Allocating CDBG investments will be strategically spread out within the City. Where there are opportunities to provide facilities and/or services in concentrated areas, the City will review those with much greater scrutiny to ensure that funds and other assistance are leveraged and maximized to the fullest extent.

The City of Franklin's Housing Commission is currently considering initiatives to improve housing affordability and availability. The City donated a lot and made it available for a non-profit to build a single family deed restricted home on. The home has 2 bedrooms and 1.5 baths. This home sold for \$169,900.00. The City will use CDBG funds to assist CBDOS and other affordable housing providers to increase housing units through acquisition, rehabilitation, and new construction efforts. The City is currently looking at vacant/surplus property that may be suitable for development of affordable/workforce homes.



The City of Franklin is committed to working with both for profit and non-profit developers toward facilitating housing options for the citizens of Franklin.

RESOLUTION 2017-16

**TO BE ENTITLED, "A RESOLUTION ADOPTING THE THIRD YEAR, 2017
THROUGH 2018, ANNUAL ACTION PLAN FOR CDBG FUNDING FOR THE CITY OF
FRANKLIN, TENNESSEE."**

WHEREAS, as part of the City of Franklin's agreement to be an Entitlement City the Housing and Urban Development (HUD) Office requires the City complete an Annual Action Plan regarding the disbursement of grant funds that are awarded to the City of Franklin; and

WHEREAS, the Annual Action Plan reflects the conditions under which the City has met the requirements of the plan and reflects how the City shall disburse the Community Development Block Grant funds for the fiscal year 2017-2018; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to identify these conditions and the policies and procedures that govern the Community Development Block Grant awards; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to adopt the Annual Action Plan in order to meet the Congressional Intent that requires Entitlement City grantees to expend their funds in a manner that effectively meets local needs but primarily serves low-income residents.

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

Section 1. The 2017-2018 Annual Action Plan, attached as Exhibit A hereto, is adopted.

Section 2. The Housing Development Coordinator of the City shall be responsible for the administration and enforcement of the Annual Action Plan and the Five Year Consolidated Plan hereby adopted.

Section 3. Changes or revisions to the Plans hereby adopted shall be made only by resolution of the Board of Mayor and Aldermen of the City of Franklin.

Adopted this ____ day of _____, 2017

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

BY: _____
Eric S. Stuckey, City Administrator/Recorder

BY: _____
Dr. Ken Moore, Mayor

APPROVED AS TO FORM:

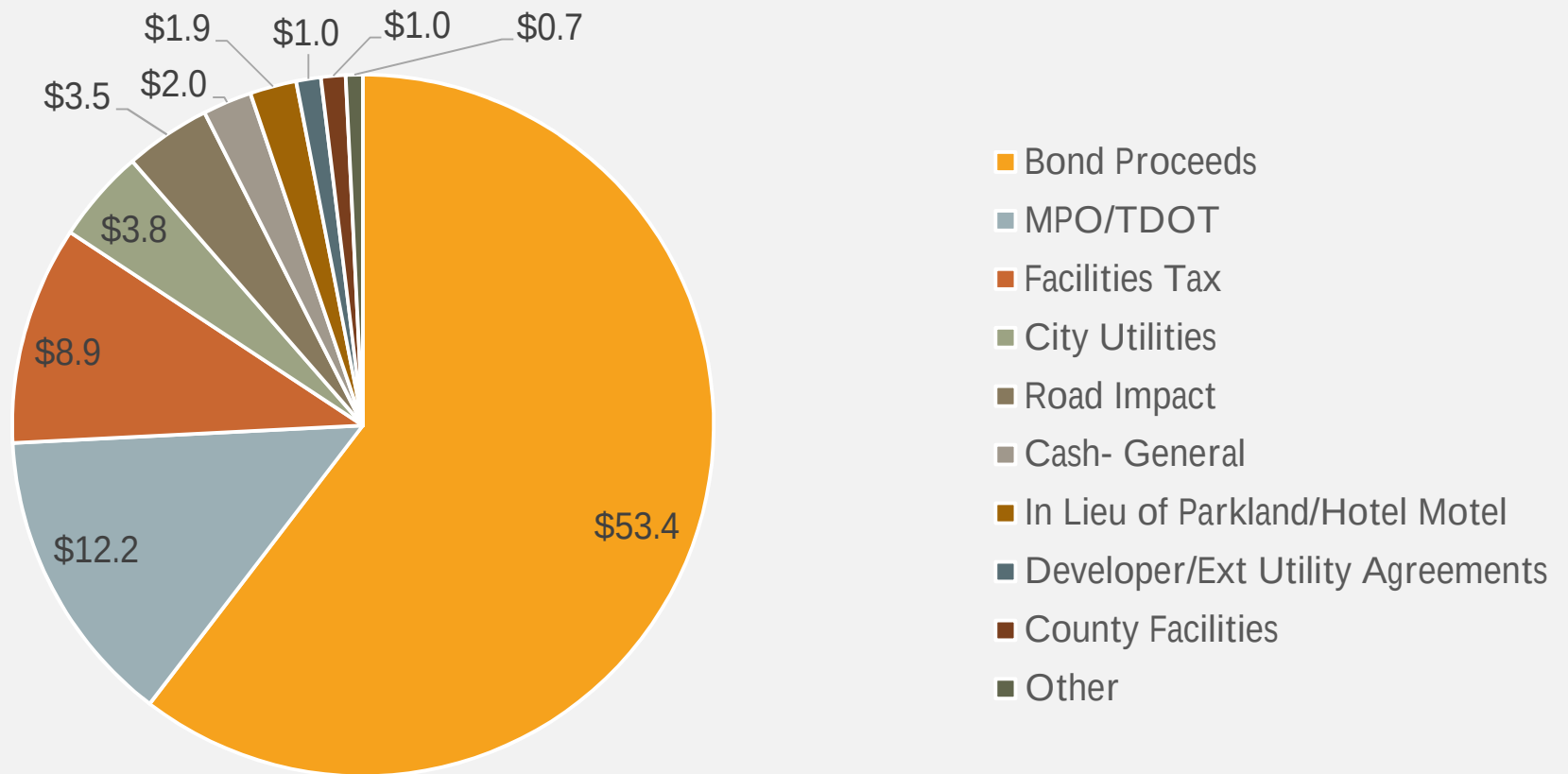
BY: _____
Shauna R. Billingsley, City Attorney

**FUNDING UPDATE
PHASE I CAPITAL PROGRAM
AND ISSUANCE OF 2017 GENERAL
OBLIGATION BONDS**

April 25, 2017

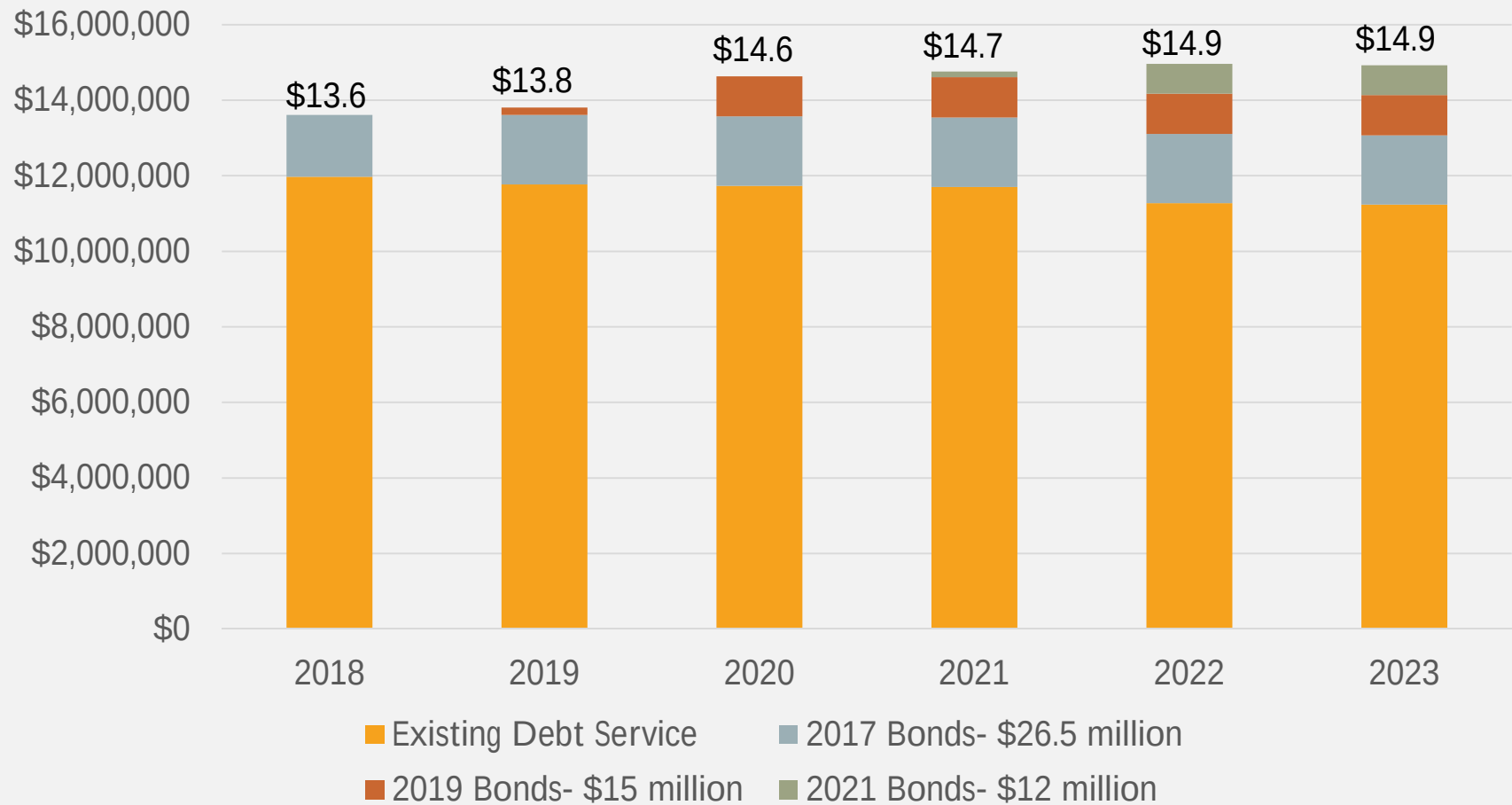
FUNDING SOURCES

PHASE I CAPITAL PROGRAM OF \$88.4 MILLION



Approximately 60% of the Phase I Capital Program is funded with debt.

DEBT CAPACITY ANALYSIS PROJECTED ANNUAL DEBT SERVICE 2018-2023



SERIES 2017 GO BONDS BY PROJECT CATEGORY

Road Projects

Reimbursement of Prior Road Expenses through 3/22/17 - \$6.4 million

- *3rd Ave N Trail-Sidewalks 96 E/W-McEwen Phase 4-Hillsboro 2*

Ongoing and Near Term Road Projects- \$12.9 million

- *Hillsboro 2- SR96 Sidewalk-East McEwen Phase 4-Franklin Road & Streetscape Improvements- Major Road Resurfacing*

Public Safety Radio Communications- \$4.6 million

Sanitation Facility Improvements- \$1.5 million

Fire Apparatus Replacement (Tower)- \$1.06 million

Total Project Funding of \$26.5 million



2017 GO BOND STRUCTURE

- Par Amount Not to Exceed \$28.5 million
- True Interest Cost of 3.08%
- Final Maturity 2037 (20 years) with Average Maturity of 11.6 years
- Level Debt Service
 - Maximum Annual Debt Service & Average Annual Debt Service of \$1.8 million
 - Sanitation Fund Debt Service of \$175,000 (10 years)
 - \$1.6 million Annual Debt Service through 2027 and \$1.8 million through 2037 funded by General Revenues

SCHEDULE OF 2017 GO BOND ISSUANCE

- April 13th- Recommended to BOMA by Budget & Finance Committee
- *April 25th- Adoption of Bond Resolutions (2)*
- April 27th- Publication of Initial Resolution- Begin 20 Day Notice Period
- May 17th- Notice Period Ends
- Late May/Early June- Receive Ratings and Select Underwriter by Competitive Sale (pricing)
- Late June- Close Bond Issuance

RESOLUTION 2017-25

INITIAL RESOLUTION AUTHORIZING THE CITY OF FRANKLIN, TENNESSEE, TO ISSUE ITS GENERAL OBLIGATION BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED TWENTY-EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$28,500,000)

WHEREAS, the Board of Mayor and Aldermen (the "Board") of the City of Franklin, Tennessee (the "Municipality") desires to authorize not to exceed \$28,500,000 to finance the general improvement projects described below.

NOW THEREFORE BE IT RESOLVED by the Board of Mayor and Aldermen:

Section1: That for the purpose of financing the (i) design, construction, repair and improvements to streets, roads, sidewalks, greenways and trails, including signage, signalization, drainage improvements, other streetscape improvements and acquisition of rights-of-way in connection therewith; (ii) improvements to a sanitation facility, including acquisition of land for and the design, construction, renovation and equipping of said facility; (iii) Municipality's portion of a countywide public safety communications system; (iv) acquisition of fire apparatus; (v) acquisition of all property real and personal, appurtenant thereto, or connected with any of the foregoing; (vi) payment of legal, fiscal, administrative, architectural and engineering costs incident to any of the foregoing (collectively, the "Projects"); (vii) reimbursement to the appropriate fund of the Municipality for prior expenditures for the Projects; and (viii) payment of costs incident to the issuance and sale of the indebtedness described herein, the Municipality shall borrow money and incur indebtedness through the issuance of general obligation bonds in the aggregate principal amount of not to exceed \$28,500,000, which shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable law and which shall be payable from ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality.

Section 2: That the City Administrator/Recorder of the Municipality be, and is, hereby directed and instructed to cause the foregoing initial resolution relative to the issuance of general obligation bonds in the amount not to exceed \$28,500,000 to be published in full in a newspaper having a general circulation in the Municipality, for one issue of said paper followed by the statutory notice, to-wit:

NOTICE

The foregoing resolution has been adopted. Unless within twenty (20) days from the date of publication hereof a petition signed by at least ten percent (10%) of the registered voters of the Municipality shall have been filed with the City Administrator/Recorder of the Municipality protesting the issuance of the general obligation bonds, such bonds will be issued as proposed.

City Administrator/Recorder

Adopted and approved this 25th day of April, 2017.

CITY OF FRANKLIN, TENNESSEE

Dr. Ken Moore, Mayor

WITNESS:

Eric Stuckey
City Administrator

Approved as to form by:

Shauna R. Billingsley
City Attorney

The Board of Mayor and Aldermen of the City of Franklin, Tennessee, met in regular session on April 25, 2017, at 7:00 p.m. at the City Hall, Franklin, Tennessee, with the Honorable Ken Moore, Mayor, presiding.

The following Aldermen were present:

The following Aldermen were absent:

There were also present Eric Stuckey, City Administrator/Recorder, and Kristine Tallent, Assistant City Administrator/Chief Financial Officer.

After the meeting was duly called to order, the following resolution was introduced by _____, seconded by _____ and after due deliberation, was adopted by the following vote:

AYE:

NAY:

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

I, Lanaii Y. Benne, certify that I am the duly qualified and acting Assistant City Recorder of the City of Franklin, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a regular meeting of the governing body of the Municipality held on April 25, 2017; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to not to exceed \$28,500,000 general obligation bonds of said Municipality.

WITNESS my official signature and seal of said Municipality on this the _____ day of _____, 2017.

Assistant City Recorder

(SEAL)

22574108.1

RESOLUTION 2017-24

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION PUBLIC IMPROVEMENT BONDS OF THE CITY OF FRANKLIN, TENNESSEE IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$28,500,000, IN ONE OR MORE SERIES; MAKING PROVISION FOR THE ISSUANCE, SALE AND PAYMENT OF SAID BONDS, ESTABLISHING THE TERMS THEREOF AND THE DISPOSITION OF PROCEEDS THEREFROM; AND PROVIDING FOR THE LEVY OF TAXES FOR THE PAYMENT OF PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS

WHEREAS, 9-21-101, et seq., inclusive, Tennessee Code Annotated, as amended, authorizes the City of Franklin, Tennessee (the "Municipality"), by resolution of the Board of Mayor and Aldermen, to issue and sell bonds to finance public works projects; and

WHEREAS, the Board of Mayor and Aldermen of the Municipality hereby determines that it is necessary and advisable to issue general obligation bonds, in one or more series, for the purpose of financing the (i) design, construction, repair and improvements to streets, roads, sidewalks, greenways and trails, including signage, signalization, drainage improvements, other streetscape improvements and acquisition of rights-of-way in connection therewith; (ii) improvements to a sanitation facility, including acquisition of land for and the design, construction, renovation and equipping of said facility; (iii) Municipality's portion of a countywide public safety communications system; (iv) acquisition of fire apparatus; (v) acquisition of all property real and personal, appurtenant thereto, or connected with any of the foregoing; (vi) payment of legal, fiscal, administrative, architectural and engineering costs incident to any of the foregoing (collectively, the "Projects"); (vii) reimbursement to the appropriate fund of the Municipality for prior expenditures for the Projects; and (viii) payment of costs incident to the issuance and sale of the indebtedness described herein; and

WHEREAS, the Board of Mayor and Aldermen of the Municipality did adopt on the date hereof an initial resolution (the "Initial Resolution") authorizing the issuance of not to exceed \$28,500,000 for the purposes described above; and

WHEREAS, the Initial Resolution, together with the notice required by Section 9-21-206, Tennessee Code Annotated, as amended, will be published as required by law; and

WHEREAS, it is the intention of the Board of Mayor and Aldermen of the Municipality to adopt this resolution for the purpose of authorizing not to exceed \$28,500,000 in aggregate principal amount of bonds for the above-described purposes, providing for the issuance, sale and payment of said bonds, establishing the terms thereof, and the disposition of proceeds therefrom, and providing for the levy of a tax for the payment of principal thereof, premium, if any, and interest thereon.

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

Section 1. Authority. The bonds authorized by this resolution are issued pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and other applicable provisions of law.

Section 2. Definitions. In addition to the terms defined in the preamble above, the following terms shall have the following meanings in this resolution unless the text expressly or by necessary implication requires otherwise:

(a) “Bonds” means the not to exceed \$28,500,000 General Obligation Public Improvement Bonds of the Municipality, to be dated their date of issuance, and having such series designation or such other dated date as shall be determined by the Mayor pursuant to Section 8 hereof.

(b) “Book-Entry Form” or “Book-Entry System” means a form or system, as applicable, under which physical bond certificates in fully registered form are issued to a Depository, or to its nominee as Registered Owner, with the certificate of bonds being held by and “immobilized” in the custody of such Depository, and under which records maintained by persons, other than the Municipality or the Registration Agent, constitute the written record that identifies, and records the transfer of, the beneficial “book-entry” interests in those bonds.

(c) “Code” means the Internal Revenue Code of 1986, as amended, and all regulations promulgated thereunder.

(d) “Depository” means any securities depository that is a clearing agency under federal laws operating and maintaining, with its participants or otherwise, a Book-Entry System, including, but not limited to, DTC.

(e) “DTC” means The Depository Trust Company, a limited purpose company organized under the laws of the State of New York, and its successors and assigns.

(f) “DTC Participant(s)” means securities brokers and dealers, banks, trust companies and clearing corporations that have access to the DTC System.

(g) “Financial Advisor” for the Bonds authorized herein means PFM Financial Advisors LLC, Memphis, Tennessee.

(h) “Mayor” shall mean the Mayor of the Municipality.

(i) “Governing Body” means the Board of Mayor and Aldermen of the Municipality.

(j) “Projects” means the (i) design, construction, repair and improvements to streets, roads, sidewalks, greenways and trails, including signage, signalization, drainage improvements, other streetscape improvements and acquisition of rights-of-way in connection therewith; (ii) improvements to a sanitation facility, including acquisition of land for and the design, construction, renovation and equipping of said facility; (iii) Municipality’s portion of a countywide public safety communications system; (iv) acquisition of fire apparatus; (v) acquisition of all property real and personal, appurtenant thereto, or connected with any of the foregoing; and (vi) payment of legal, fiscal, administrative, architectural and engineering costs incident to any of the foregoing.

(k) “Registration Agent” means the registration and paying agent appointed by the Mayor pursuant to the terms hereof, or any successor designated by the Governing Body.

Section 3. Findings of the Governing Body; Compliance with Debt Management Policy.

(a) In conformance with the directive of the State Funding Board of the State of Tennessee, the Municipality has heretofore adopted its Debt Management Policy. The Governing Body hereby finds that the issuance and sale of the Bonds, as proposed herein, is consistent with the Municipality's Debt Management Policy.

(b) The estimated interest expense and costs of issuance of the Bonds have been made available to the Governing Body and are attached hereto as Exhibit A.

(c) Attached hereto as Exhibit B is an engagement letter (the "PFM Engagement Letter") by the Financial Advisor for its services in connection with the issuance of the Bonds. Attached hereto as Exhibit C is an engagement letter (the "BBS Engagement Letter") by Bass, Berry & Sims PLC, as Bond Counsel ("Bond Counsel"), for its services in connection with the issuance of the Bonds. The BBS Engagement Letter details the attorney-client relationship to be entered into and the services to be provided by Bond Counsel in connection with the Bonds. The Governing Body hereby approves and authorizes the Mayor to execute the PFM Engagement Letter and the BBS Engagement Letter.

Section 4. Authorization and Terms of the Bonds.

(a) For the purpose of providing funds to finance, in whole or in part, the (i) cost of the Projects and costs incident thereto, (ii) reimbursement to the appropriate fund of the Municipality for prior expenditures for the foregoing costs, and (iii) payment of costs incident to the issuance and sale of the Bonds, there is hereby authorized to be issued bonds, in one or more series, of the Municipality in the aggregate principal amount of not to exceed \$28,500,000. The Bonds shall be issued in one or more series, in fully registered, book-entry form (except as otherwise set forth herein), without coupons, and subject to the adjustments permitted hereunder, shall be known as "General Obligation Public Improvement Bonds", shall be dated their date of issuance, and shall have such series designation or such other dated date as shall be determined by the Mayor pursuant to the terms hereof. The Bonds shall bear interest at a rate or rates not to exceed the maximum rate permitted by applicable Tennessee law at the time of issuance of the Bonds, or any series thereof, payable (subject to the adjustments permitted hereunder) semi-annually on April 1 and October 1 in each year, commencing October 1, 2017. The Bonds shall be issued initially in \$5,000 denominations or integral multiples thereof, as shall be requested by the original purchaser thereof. Subject to the adjustments permitted pursuant to the terms hereof, the Bonds shall mature serially or be subject to mandatory redemption and shall be payable on April 1 of each year, subject to prior optional redemption as hereinafter provided, in the years 2018 through 2037, inclusive; provided, however, such amortization may be adjusted in accordance with the terms hereof.

(b) Subject to the adjustments permitted under Section 8 hereof, the Bonds shall be subject to redemption prior to maturity at the option of the Municipality on April 1, 2027 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be selected by the Governing Body in its discretion. If less than all of the Bonds within a single maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

(c) Pursuant to the terms hereof, the Mayor is authorized to sell the Bonds, or any maturities thereof, as term bonds ("Term Bonds") with mandatory redemption requirements corresponding to the maturities set forth herein or as determined by the Mayor. In the event any or all the Bonds are sold as Term Bonds, the Municipality shall redeem Term Bonds on redemption dates corresponding to the maturity dates set forth herein, in aggregate principal amounts equal to the maturity amounts established pursuant to the terms hereof for each redemption date, as such maturity amounts may be adjusted pursuant to the terms hereof, at a price of par plus accrued interest thereon to the date of redemption. The Term Bonds to be redeemed within a single maturity shall be selected in the manner described in subsection (b) above.

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such mandatory redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.

Notice of any call for redemption shall be given by the Registration Agent on behalf of the Municipality not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant or Beneficial Owner will not affect the validity of such redemption. The Registration Agent shall mail said notices as and when directed by the Municipality pursuant to written instructions from an authorized representative of the Municipality (other than for a mandatory sinking fund redemption, notices of which shall be given on the dates provided herein) given at least forty-five (45) days prior to the redemption date (unless a shorter notice period shall be satisfactory to the Registration Agent). From and after the redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth

herein. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the Depository, if applicable, or the affected Bondholders that the redemption did not occur and that the Bonds called for redemption and not so paid remain outstanding.

(d) The Governing Body hereby authorizes and directs the Mayor to appoint the Registration Agent for the Bonds and hereby authorizes the Registration Agent so appointed to maintain Bond registration records with respect to the Bonds, to authenticate and deliver the Bonds as provided herein, either at original issuance or upon transfer, to effect transfers of the Bonds, to give all notices of redemption as required herein, to make all payments of principal and interest with respect to the Bonds as provided herein, to cancel and destroy Bonds which have been paid at maturity or upon earlier redemption or submitted for exchange or transfer, to furnish the Municipality at least annually a certificate of destruction with respect to Bonds cancelled and destroyed, and to furnish the Municipality at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds. The Mayor is hereby authorized to execute and the City Administrator/Recorder is hereby authorized to attest such written agreement between the Municipality and the Registration Agent as they shall deem necessary and proper with respect to the obligations, duties and rights of the Registration Agent. The payment of all reasonable fees and expenses of the Registration Agent for the discharge of its duties and obligations hereunder or under any such agreement is hereby authorized and directed.

(e) The Bonds shall be payable, both principal and interest, in lawful money of the United States of America at the main office of the Registration Agent. The Registration Agent shall make all interest payments with respect to the Bonds by check or draft on each interest payment date directly to the registered owners as shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by depositing said payment in the United States mail, postage prepaid, addressed to such owners at their addresses shown on said Bond registration records, without, except for final payment, the presentation or surrender of such registered Bonds, and all such payments shall discharge the obligations of the Municipality in respect of such Bonds to the extent of the payments so made. Payment of principal of and premium, if any, on the Bonds shall be made upon presentation and surrender of such Bonds to the Registration Agent as the same shall become due and payable. All rates of interest specified herein shall be computed on the basis of a three hundred sixty (360) day year composed of twelve (12) months of thirty (30) days each. In the event the Bonds are no longer registered in the name of DTC, or a successor Depository, if requested by the Owner of at least \$1,000,000 in aggregate principal amount of the Bonds, payment of interest on such Bonds shall be paid by wire transfer to a bank within the continental United States or deposited to a designated account if such account is maintained with the Registration Agent and written notice of any such election and designated account is given to the Registration Agent prior to the record date.

(f) Any interest on any Bond that is payable but is not punctually paid or duly provided for on any interest payment date (hereinafter "Defaulted Interest") shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such Defaulted Interest shall be paid by the Municipality to the persons in whose names the Bonds are registered at the close of business on a date (the "Special Record Date") for the payment of such Defaulted Interest, which shall be fixed in the following manner: the Municipality shall notify the Registration Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment, and at the same time the Municipality shall deposit with the Registration Agent an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Registration Agent for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this

Section provided. Thereupon, not less than ten (10) days after the receipt by the Registration Agent of the notice of the proposed payment, the Registration Agent shall fix a Special Record Date for the payment of such Defaulted Interest which date shall be not more than fifteen (15) nor less than ten (10) days prior to the date of the proposed payment to the registered Owners. The Registration Agent shall promptly notify the Municipality of such Special Record Date and, in the name and at the expense of the Municipality, not less than ten (10) days prior to such Special Record Date, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each registered owner at the address thereof as it appears in the Bond registration records maintained by the Registration Agent as of the date of such notice. Nothing contained in this Section or in the Bonds shall impair any statutory or other rights in law or in equity of any registered owner arising as a result of the failure of the Municipality to punctually pay or duly provide for the payment of principal of, premium, if any, and interest on the Bonds when due.

(g) The Bonds are transferable only by presentation to the Registration Agent by the registered owner, or his legal representative duly authorized in writing, of the registered Bond(s) to be transferred with the form of assignment on the reverse side thereof completed in full and signed with the name of the registered owner as it appears upon the face of the Bond(s) accompanied by appropriate documentation necessary to prove the legal capacity of any legal representative of the registered owner. Upon receipt of the Bond(s) in such form and with such documentation, if any, the Registration Agent shall issue a new Bond or the Bond to the assignee(s) in \$5,000 denominations, or integral multiples thereof, as requested by the registered owner requesting transfer. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the publication of notice calling such Bond for redemption has been made, nor to transfer or exchange any Bond during the period following the receipt of instructions from the Municipality to call such Bond for redemption; provided, the Registration Agent, at its option, may make transfers after any of said dates. No charge shall be made to any registered owner for the privilege of transferring any Bond, provided that any transfer tax relating to such transaction shall be paid by the registered owner requesting transfer. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bonds shall be overdue. The Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in any authorized denomination or denominations.

(h) The Bonds shall be executed in such manner as may be prescribed by applicable law, in the name, and on behalf, of the Municipality with the signature of the Mayor and the attestation of the City Administrator/Recorder.

(i) Except as otherwise provided in this resolution, the Bonds shall be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Bonds. References in this Section to a Bond or the Bonds shall be construed to mean the Bond or the Bonds that are held under the Book-Entry System. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A Book-Entry System shall be employed, evidencing ownership of the Bonds in authorized denominations, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants pursuant to rules and procedures established by DTC.

Each DTC Participant shall be credited in the records of DTC with the amount of such DTC Participant's interest in the Bonds. Beneficial ownership interests in the Bonds may be purchased by or through DTC Participants. The holders of these beneficial ownership interests are hereinafter referred to as the "Beneficial Owners." The Beneficial Owners shall not receive the Bonds representing their beneficial

ownership interests. The ownership interests of each Beneficial Owner shall be recorded through the records of the DTC Participant from which such Beneficial Owner purchased its Bonds. Transfers of ownership interests in the Bonds shall be accomplished by book entries made by DTC and, in turn, by DTC Participants acting on behalf of Beneficial Owners. SO LONG AS CEDE & CO., AS NOMINEE FOR DTC, IS THE REGISTERED OWNER OF THE BONDS, THE REGISTRATION AGENT SHALL TREAT CEDE & CO. AS THE ONLY HOLDER OF THE BONDS FOR ALL PURPOSES UNDER THIS RESOLUTION, INCLUDING RECEIPT OF ALL PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON THE BONDS, RECEIPT OF NOTICES, VOTING AND REQUESTING OR DIRECTING THE REGISTRATION AGENT TO TAKE OR NOT TO TAKE, OR CONSENTING TO, CERTAIN ACTIONS UNDER THIS RESOLUTION.

Payments of principal, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid by the Registration Agent directly to DTC or its nominee, Cede & Co., as provided in the Letter of Representation relating to the Bonds from the Municipality and the Registration Agent to DTC (the "Letter of Representation"). DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners. The Municipality and the Registration Agent shall not be responsible or liable for payment by DTC or DTC Participants for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants.

In the event that (1) DTC determines not to continue to act as securities depository for the Bonds, or (2) the Municipality determines that the continuation of the Book-Entry System of evidence and transfer of ownership of the Bonds would adversely affect their interests or the interests of the Beneficial Owners of the Bonds, then the Municipality shall discontinue the Book-Entry System with DTC or, upon request of such original purchaser, deliver the Bonds to the original purchaser in the form of fully-registered Bonds, as the case may be. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. If the purchaser(s) certifies that it intends to hold the Bonds for its own account, then the Municipality may issue certificated Bonds without the utilization of DTC and the Book-Entry System.

THE MUNICIPALITY AND THE REGISTRATION AGENT SHALL NOT HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO ANY PARTICIPANT OR ANY BENEFICIAL OWNER WITH RESPECT TO (i) THE BONDS; (ii) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (iii) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OF AND INTEREST ON THE BONDS; (iv) THE DELIVERY OR TIMELINESS OF DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE DUE TO ANY BENEFICIAL OWNER THAT IS REQUIRED OR PERMITTED UNDER THE TERMS OF THIS RESOLUTION TO BE GIVEN TO BENEFICIAL OWNERS; (v) THE SELECTION OF BENEFICIAL OWNERS TO RECEIVE PAYMENTS IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (vi) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE, CEDE & CO., AS OWNER.

(j) The Registration Agent is hereby authorized to take such action as may be necessary from time to time to qualify and maintain the Bonds for deposit with DTC, including but not limited to, wire transfers of interest and principal payments with respect to the Bonds, utilization of electronic book entry data received from DTC in place of actual delivery of Bonds and provision of notices with respect to Bonds registered by DTC (or any of its designees identified to the Registration Agent) by overnight delivery, courier service, telegram, telecopy or other similar means of communication. No such arrangements with DTC may adversely affect the interest of any of the owners of the Bonds; provided, however, that the

Registration Agent shall not be liable with respect to any such arrangements it may make pursuant to this Section.

(k) The Registration Agent is hereby authorized to authenticate and deliver the Bonds to the original purchaser, upon receipt by the Municipality of the proceeds of the sale thereof and to authenticate and deliver Bonds in exchange for Bonds of the same principal amount delivered for transfer upon receipt of the Bond(s) to be transferred in proper form with proper documentation as hereinabove described. The Bonds shall not be valid for any purpose unless authenticated by the Registration Agent by the manual signature of an officer thereof on the certificate set forth herein on the Bond form.

(l) In case any Bond shall become mutilated, or be lost, stolen, or destroyed, the Municipality, in its discretion, shall issue, and the Registration Agent, upon written direction from the Municipality, shall authenticate and deliver, a new Bond of like tenor, amount, maturity and date, in exchange and substitution for, and upon the cancellation of, the mutilated Bond, or in lieu of and in substitution for such lost, stolen or destroyed Bond, or if any such Bond shall have matured or shall be able to mature, instead of issuing a substituted Bond the Municipality may pay or authorize payment of such Bond without surrender thereof. In every case, the applicant shall furnish evidence satisfactory to the Municipality and the Registration Agent of the destruction, theft or loss of such Bond, and indemnify satisfactory to the Municipality and the Registration Agent; and the Municipality may charge the applicant for the issue of such new Bond an amount sufficient to reimburse the Municipality for the expense incurred by it in the issue thereof.

Section 5. Source of Payment. The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

Section 6. Form of Bonds. The Bonds shall be in substantially the following form, the omissions to be appropriately completed when the Bonds are prepared and delivered:

(Form of Bond)

REGISTERED
Number _____

REGISTERED
\$ _____

UNITED STATES OF AMERICA
STATE OF TENNESSEE
COUNTY OF WILLIAMSON
CITY OF FRANKLIN
GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND, SERIES 2017

Interest Rate: Maturity Date: Date of Bond: CUSIP No.:

Registered Owner:

Principal Amount:

FOR VALUE RECEIVED, the City of Franklin, Tennessee (the "Municipality") hereby promises to pay to the registered owner hereof, hereinabove named, or registered assigns, in the manner hereinafter provided, the principal amount hereinabove set forth on the maturity date hereinabove set forth (or upon earlier redemption as set forth herein), and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on said principal amount at the annual rate interest hereinabove set forth from the

date hereof until said maturity date or redemption date, said interest being payable on October 1, 2017, and semi-annually thereafter on the first day of April and October in each year until this Bond matures or is redeemed. The principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the principal corporate trust office of _____, _____, as registration and agent and paying agent (the "Registration Agent"). The Registration Agent shall make all interest payments with respect to this Bond on each interest payment date directly to the registered owner hereof shown on the Bond registration records maintained by the Registration Agent as of the close of business on the fifteenth day of the month next preceding the interest payment date (the "Regular Record Date") by check or draft mailed to such owner at such owner's address shown on said Bond registration records, without, except for final payment, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the Municipality to the extent of the payments so made. Any such interest not so punctually paid or duly provided for on any interest payment date shall forthwith cease to be payable to the registered owner on the relevant Regular Record Date; and, in lieu thereof, such defaulted interest shall be payable to the person in whose name this Bond is registered at the close of business on the date (the "Special Record Date") for payment of such defaulted interest to be fixed by the Registration Agent, notice of which shall be given to the owners of the Bonds of the issue of which this Bond is one not less than ten (10) days prior to such Special Record Date. Payment of principal of [and premium, if any, on] this Bond shall be made when due upon presentation and surrender of this Bond to the Registration Agent.

Except as otherwise provided herein or in the Resolution, as hereinafter defined, this Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds of the series of which this Bond is one. One Bond for each maturity shall be issued to DTC and immobilized in its custody or a custodian of DTC. The Registration Agent is a custodian and agent for DTC, and the Bond will be immobilized in its custody. A book-entry system shall be employed, evidencing ownership of the Bonds in \$5,000 denominations, or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and the DTC Participants, as defined in the Resolution, pursuant to rules and procedures established by DTC. So long as Cede & Co., as nominee for DTC, is the registered owner of the Bonds, the Municipality and the Registration Agent shall treat Cede & Co. as the only owner of the Bonds for all purposes under the Resolution, including receipt of all principal and maturity amounts of, premium, if any, and interest on the Bonds, receipt of notices, voting and requesting or taking or not taking, or consenting to, certain actions hereunder. Payments of principal, maturity amounts, interest, and redemption premium, if any, with respect to the Bonds, so long as DTC is the only owner of the Bonds, shall be paid directly to DTC or its nominee, Cede & Co. DTC shall remit such payments to DTC Participants, and such payments thereafter shall be paid by DTC Participants to the Beneficial Owners, as defined in the Resolution. Neither the Municipality nor the Registration Agent shall be responsible or liable for payment by DTC or DTC Participants, for sending transaction statements or for maintaining, supervising or reviewing records maintained by DTC or DTC Participants. In the event that (1) DTC determines not to continue to act as securities depository for the Bonds or (2) the Municipality determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds would adversely affect its interests or the interests of the Beneficial Owners of the Bonds, the Municipality may discontinue the book-entry system with DTC. If the Municipality fails to identify another qualified securities depository to replace DTC, the Municipality shall cause the Registration Agent to authenticate and deliver replacement Bonds in the form of fully-registered Bonds to each Beneficial Owner. Neither the Municipality nor the Registration Agent shall have any responsibility or obligations to DTC Participant or any Beneficial Owner with respect to (i) the Bonds; (ii) the accuracy or any records maintained by DTC or any DTC Participant; (iii) the payment by DTC or any DTC Participant of any amount due to any Beneficial Owner in respect of the principal or maturity amounts of and interest on the Bonds; (iv) the delivery or timeliness of delivery by DTC or any DTC Participant of any notice due to any Beneficial Owner that is required or permitted under the terms of the Resolution to be given to Beneficial Owners; (v) the selection of Beneficial Owners to receive payments in

the event of any partial redemption of the Bonds; or (vi) any consent given or other action taken by DTC, or its nominee, Cede & Co., as owner.

[Bonds of the issue of which this Bond is one shall be subject to redemption prior to maturity at the option of the Municipality on April 1, 2027 and thereafter, as a whole or in part at any time at the redemption price of par plus accrued interest to the redemption date.]

If less than all the Bonds shall be called for redemption, the maturities to be redeemed shall be designated by the Board of Mayor and Aldermen of the Municipality, in its discretion. If less than all the principal amount of the Bonds of a maturity shall be called for redemption, the interests within the maturity to be redeemed shall be selected as follows:

(i) if the Bonds are being held under a Book-Entry System by DTC, or a successor Depository, the amount of the interest of each DTC Participant in the Bonds to be redeemed shall be determined by DTC, or such successor Depository, by lot or such other manner as DTC, or such successor Depository, shall determine; or

(ii) if the Bonds are not being held under a Book-Entry System by DTC, or a successor Depository, the Bonds within the maturity to be redeemed shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall determine.

[Subject to the credit hereinafter provided, the Municipality shall redeem Bonds maturing _____ on the redemption dates set forth below opposite the maturity dates, in aggregate principal amounts equal to the respective dollar amounts set forth below opposite the respective redemption dates at a price of par plus accrued interest thereon to the date of redemption. DTC, as securities depository for the series of Bonds of which this Bond is one, or such Person as shall then be serving as the securities depository for the Bonds, shall determine the interest of each Participant in the Bonds to be redeemed using its procedures generally in use at that time. If DTC or another securities depository is no longer serving as securities depository for the Bonds, the Bonds to be redeemed within a maturity shall be selected by the Registration Agent by lot or such other random manner as the Registration Agent in its discretion shall select. The dates of redemption and principal amount of Bonds to be redeemed on said dates are as follows:

<u>Final Maturity</u>	<u>Redemption Date</u>	<u>Principal Amount of Bonds Redeemed</u>
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*Final Maturity

At its option, to be exercised on or before the forty-fifth (45th) day next preceding any such redemption date, the Municipality may (i) deliver to the Registration Agent for cancellation Bonds to be redeemed, in any aggregate principal amount desired, and/or (ii) receive a credit in respect of its redemption obligation under this mandatory redemption provision for any Bonds of the maturity to be redeemed which prior to said date have been purchased or redeemed (otherwise than through the operation of this mandatory sinking fund redemption provision) and cancelled by the Registration Agent and not theretofore applied as

a credit against any redemption obligation under this mandatory sinking fund provision. Each Bond so delivered or previously purchased or redeemed shall be credited by the Registration Agent at 100% of the principal amount thereof on the obligation of the Municipality on such payment date and any excess shall be credited on future redemption obligations in chronological order, and the principal amount of Bonds to be redeemed by operation of this mandatory sinking fund provision shall be accordingly reduced. The Municipality shall on or before the forty-fifth (45th) day next preceding each payment date furnish the Registration Agent with its certificate indicating whether or not and to what extent the provisions of clauses (i) and (ii) of this subsection are to be availed of with respect to such payment and confirm that funds for the balance of the next succeeding prescribed payment will be paid on or before the next succeeding payment date.]

Notice of any call for redemption shall be given by the Registration Agent not less than twenty (20) nor more than sixty (60) days prior to the date fixed for redemption by sending an appropriate notice to the registered owners of the Bonds to be redeemed by first-class mail, postage prepaid, at the addresses shown on the Bond registration records of the Registration Agent as of the date of the notice; but neither failure to mail such notice nor any defect in any such notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds for which proper notice was given. The notice may state that it is conditioned upon the deposit of moneys in an amount equal to the amount necessary to effect the redemption with the Registration Agent no later than the redemption date ("Conditional Redemption"). As long as DTC, or a successor Depository, is the registered owner of the Bonds, all redemption notices shall be mailed by the Registration Agent to DTC, or such successor Depository, as the registered owner of the Bonds, as and when above provided, and neither the Municipality nor the Registration Agent shall be responsible for mailing notices of redemption to DTC Participants or Beneficial Owners. Failure of DTC, or any successor Depository, to provide notice to any DTC Participant will not affect the validity of such redemption. From and after any redemption date, all Bonds called for redemption shall cease to bear interest if funds are available at the office of the Registration Agent for the payment thereof and if notice has been duly provided as set forth in the Resolution, as hereafter defined. In the case of a Conditional Redemption, the failure of the Municipality to make funds available in part or in whole on or before the redemption date shall not constitute an event of default, and the Registration Agent shall give immediate notice to the [Depository or the] affected Bondholders that the redemption did not occur and that the Bond called for redemption and not so paid remain outstanding.

This Bond is transferable by the registered owner hereof in person or by such owner's attorney duly authorized in writing at the principal corporate trust office of the Registration Agent set forth on the front side hereof, but only in the manner, subject to limitations and upon payment of the charges provided in the Resolution, as hereafter defined, and upon surrender and cancellation of this Bond. Upon such transfer, a new Bond or Bonds of authorized denominations of the same maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange therefor. The person in whose name this Bond is registered shall be deemed and regarded as the absolute owner thereof for all purposes and neither the Municipality nor the Registration Agent shall be affected by any notice to the contrary whether or not any payments due on the Bond shall be overdue. Bonds, upon surrender to the Registration Agent, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of the Bonds of the same maturity in authorized denomination or denominations, upon the terms set forth in the Resolution. The Registration Agent shall not be required to transfer or exchange any Bond during the period commencing on a Regular Record Date or Special Record Date and ending on the corresponding interest payment date of such Bond, nor to transfer or exchange any Bond after the notice calling such Bond for redemption has been made, nor during a period following the receipt of instructions from the Municipality to call such Bond for redemption.

[This Bond is one of a total authorized issue aggregating \$_____ and issued by the Municipality to finance the cost of the (i) design, construction, repair and improvements to streets, roads,

sidewalks, greenways and trails, including signage, signalization, drainage improvements, other streetscape improvements and acquisition of rights-of-way in connection therewith; (ii) improvements to a sanitation facility, including acquisition of land for and the design, construction, renovation and equipping of said facility; (iii) Municipality's portion of a countywide public safety communications system; (iv) acquisition of fire apparatus; (v) acquisition of all property real and personal, appurtenant thereto, or connected with any of the foregoing; (vi) payment of legal, fiscal, administrative, architectural and engineering costs incident to any of the foregoing (collectively, the "Projects"); (vii) reimbursement to the appropriate fund of the Municipality for prior expenditures for the Projects; and (viii) payment of costs incident to the issuance and sale of the Bonds, pursuant to 9-21-101, et seq., Tennessee Code Annotated, as amended, and pursuant to a resolution adopted by the Board of Mayor and Aldermen of the Municipality on April 25, 2017 (the "Resolution").]

The Bonds shall be payable from unlimited ad valorem taxes to be levied on all taxable property within the corporate limits of the Municipality. For the prompt payment of the principal of, premium, if any, and interest on the Bonds, the full faith and credit of the Municipality are hereby irrevocably pledged.

This Bond and the income therefrom are exempt from all present state, county and municipal taxes in Tennessee except (a) Tennessee excise taxes on interest on the Bond during the period the Bond is held or beneficially owned by any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee and (b) Tennessee franchise taxes by reason of the inclusion of the book value of the Bond in Tennessee franchise tax base of any organization or entity, other than a sole proprietorship or general partnership, doing business in the State of Tennessee.

It is hereby certified, recited, and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond exist, have happened and have been performed in due time, form and manner as required by law, and that the amount of this Bond, together with all other indebtedness of the Municipality, does not exceed any limitation prescribed by the constitution and statutes of the State of Tennessee.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be signed by its Mayor and attested by its City Administrator/Recorder under the corporate seal of the Municipality, all as of the date hereinabove set forth.

CITY OF FRANKLIN, TENNESSEE

By: _____
Mayor

(SEAL)

ATTESTED:

City Administrator/Recorder

Transferable and payable at the
principal corporate trust office of: _____
_____, _____

Date of Registration: _____

This Bond is one of the issue of Bonds issued pursuant to the Resolution hereinabove described.

Registration Agent

By: _____
Authorized Officer

(FORM OF ASSIGNMENT)

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____, whose address is _____ (Please insert Federal Identification or Social Security Number of Assignee _____), the within Bond of City of Franklin, Tennessee, and does hereby irrevocably constitute and appoint _____, attorney, to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of a Medallion Program acceptable to the Registration Agent

Section 7. Levy of Tax. The Municipality, through its Governing Body, shall annually levy and collect a tax upon all taxable property within the Municipality, in addition to all other taxes authorized by law, sufficient to pay principal of, premium, if any, and interest on the Bonds when due, and for that purpose there is hereby levied a direct annual tax in such amount as may be found necessary each year to pay principal and interest coming due on the Bonds in said year. Principal and interest falling due at any time when there are insufficient funds from this tax levy on hand shall be paid from the current funds of the Municipality and reimbursement therefor shall be made out of the taxes hereby provided to be levied when the same shall have been collected. The tax herein provided may be reduced to the extent of any direct appropriations from other funds, taxes and revenues of the Municipality to the payment of debt service on the Bonds.

Section 8. Sale of Bonds.

(a) The Bonds shall be offered for competitive public sale in one or more series, at a price of not less than 98% of par, plus accrued interest, as a whole or in part from time to time as shall be determined by the Mayor, in consultation with the Financial Advisor. The Bonds, or any series thereof, shall be sold by delivery of bids via physical delivery, mail, fax, or telephone or by electronic bidding means of an internet bidding service as shall be determined by the Mayor, in consultation with the Financial Advisor.

(b) If the Bonds are sold in more than one series, the Mayor is authorized to cause to be sold in each series an aggregate principal amount of Bonds less than that shown in Section 4 hereof for each series, so long as the total aggregate principal amount of all series issued does not exceed the total aggregate of Bonds authorized to be issued herein.

(c) The Mayor is further authorized with respect to each series of Bonds to:

(1) change the dated date of the Bonds, or any series thereof, to a date other than the date of issuance of the Bonds;

(2) change the designation of the Bonds, or any series thereof, to a designation other than "General Obligation Public Improvement Bonds" and to specify the series designation of the Bonds, or any series thereof;

(3) change the first interest payment date on the Bonds, or any series thereof, to a date other than October 1, 2017, provided that such date is not later than twelve months from the dated date of such series of Bonds;

(4) adjust the principal and interest payment dates and the maturity amounts of the Bonds, or any series thereof, provided that (A) the total principal amount of all series of the Bonds does not exceed the total amount of Bonds authorized herein; and (B) the final maturity date of each series shall not exceed the calendar year of the final maturity described in Section 4 hereof.

(5) adjust or remove the Municipality's optional redemption provisions of the Bonds, provided that the premium amount to be paid on Bonds or any series thereof does not exceed two percent (2%) of the principal amount thereof;

(6) sell the Bonds, or any series thereof, or any maturities thereof as Term Bonds with mandatory redemption requirements corresponding to the maturities set forth herein or as otherwise determined by the Mayor, as he shall deem most advantageous to the Municipality; and

(7) cause all or a portion of the Bonds to be insured by a bond insurance policy issued by a nationally recognized bond insurance company if such insurance is requested and paid for by the winning bidder of the Bonds, or any series thereof.

The form of the Bond set forth in Section 6 hereof shall be conformed to reflect any changes made pursuant to this Section 8 hereof.

(d) The Mayor is authorized to sell the Bonds, or any series thereof, simultaneously with any other bonds or notes authorized by resolution or resolutions of the Governing Body. The Mayor is further authorized to sell the Bonds, or any series thereof, as a single issue of bonds with any other bonds with substantially similar terms authorized by resolution or resolutions of the Governing Body, in one or more

series as the Mayor shall deem to be advantageous to the Municipality and in doing so, the Mayor is authorized to change the designation of the Bonds to a designation other than "General Obligation Public Improvement Bonds"; provided, however, that the total aggregate principal amount of combined bonds to be sold does not exceed the total aggregate principal amount of Bonds authorized by this resolution or bonds authorized by any other resolution or resolutions adopted by the Governing Body.

(e) The Mayor is authorized to award the Bonds, or any series thereof, in each case to the bidder whose bid results in the lowest true interest cost to the Municipality, provided the rate or rates on the Bonds does not exceed the maximum rate prescribed by Section 4 hereof. The award of the Bonds by the Mayor to the lowest bidder shall be binding on the Municipality, and no further action of the Governing Body with respect thereto shall be required.

(f) The Mayor and City Administrator/Recorder are authorized to cause the Bonds, in book-entry form (except as otherwise permitted herein), to be authenticated and delivered by the Registration Agent to the successful bidder and to execute, publish, and deliver all certificates and documents, including an official statement and closing certificates, as they shall deem necessary in connection with the sale and delivery of the Bonds. The Mayor is hereby authorized to enter into a contract with the Financial Advisor, for financial advisory services in connection with the sale of the Bonds and to enter into a contract with Bass, Berry & Sims PLC to serve as bond counsel in connection with the Bonds, and all actions heretofore taken by the officers of the Municipality in that regard are hereby ratified and approved.

(g) No Bonds shall be issued until publication of the Initial Resolution in a newspaper of general circulation in the Municipality and the passage of twenty (20) days from the date of publication thereof, and in no event shall the Bonds be issued without prior referendum if a legally sufficient petition, as defined by Section 9-21-207, Tennessee Code Annotated, is filed within such twenty-day period.

Section 9. Disposition of Bond Proceeds. The proceeds of the sale of the Bonds shall be deposited with a financial institution regulated by the Federal Deposit Insurance Corporation or similar federal agency in a special fund known as the Series 2017 Construction Fund (the "Construction Fund"), or such other designation as shall be determined by the Mayor to be kept separate and apart from all other funds of the Municipality. The Municipality shall disburse funds in the Construction Fund to pay costs of issuance of the Bonds, including necessary legal, accounting and fiscal expenses, printing, engraving, advertising and similar expenses, administrative and clerical costs, Registration Agent fees, bond insurance premiums, if any, and other necessary miscellaneous expenses incurred in connection with the issuance and sale of the Bonds. Notwithstanding the foregoing, costs of issuance of the Bonds may be withheld from the good faith deposit or purchase price of the Bonds and paid to the Financial Advisor to be used to pay costs of issuance of the Bonds. The remaining funds in the Construction Fund shall be disbursed solely to pay the costs of the Projects and to reimburse the Municipality for any funds previously expended for costs of the Projects. Money in the Construction Fund shall be secured in the manner prescribed by applicable statutes relative to the securing of public or trust funds, if any, or, in the absence of such a statute, by a pledge of readily marketable securities having at all times a market value of not less than the amount in said Construction Fund. Money in the Construction Fund shall be invested in such investments as shall be permitted by applicable law to the extent permitted by applicable law.

Section 10. Official Statement. The officers of the Municipality, or any of them, are hereby authorized and directed to provide for the preparation and distribution of a Preliminary Official Statement describing the Bonds. After bids have been received and the Bonds have been awarded, the officers of the Municipality, or any of them, shall make such completions, omissions, insertions and changes in the Preliminary Official Statement not inconsistent with this resolution as are necessary or desirable to complete it as a final Official Statement for purposes of Rule 15c2-12(e)(3) of the Securities and Exchange Commission. The officers of the Municipality, or any of them, shall arrange for the delivery to the

successful bidder on the Bonds of a reasonable number of copies of the Official Statement within seven (7) business days after the Bonds have been awarded for delivery, by the successful bidder on the Bonds, to each potential investor requesting a copy of the Official Statement and to each person to whom such bidder and members of his bidding group initially sell the Bonds.

The officers of the Municipality, or any of them, are authorized, on behalf of the Municipality, to deem the Preliminary Official Statement and the Official Statement in final form, each to be final as of its date within the meaning of Rule 15c2-12(b)(1), except for the omission in the Preliminary Official Statement of certain pricing and other information allowed to be omitted pursuant to such Rule 15c2-12(b)(1). The distribution of the Preliminary Official Statement and the Official Statement in final form shall be conclusive evidence that each has been deemed in final form as of its date by the Municipality except for the omission in the Preliminary Official Statement of such pricing and other information.

Notwithstanding the foregoing, no Official Statement is required to be prepared if the Bonds, or any series thereof, are purchased by a purchaser that certifies that such purchaser intends to hold the Bonds, or any series thereof, for its own account and has no present intention to reoffer the Bonds, or any series thereof.

Section 11. Discharge and Satisfaction of Bonds. If the Municipality shall pay and discharge the indebtedness evidenced by any series of the Bonds in any one or more of the following ways, to wit:

(a) By paying or causing to be paid, by deposit of sufficient funds as and when required with the Registration Agent, the principal of and interest on such Bonds as and when the same become due and payable;

(b) By depositing or causing to be deposited with any trust company or financial institution whose deposits are insured by the Federal Deposit Insurance Corporation or similar federal agency and which has trust powers (an "Agent"; which agent may be the Registration Agent) in trust or escrow, on or before the date of maturity or redemption, sufficient money or Defeasance Obligations, as hereafter defined, the principal of and interest on which, when due and payable, will provide sufficient moneys to pay or redeem such Bonds and to pay interest thereon when due until the maturity or redemption date (provided, if such Bonds are to be redeemed prior to maturity thereof, proper notice of such redemption shall have been given or adequate provision shall have been made for the giving of such notice);

(c) By delivering such Bonds to the Registration Agent for cancellation by it;

and if the Municipality shall also pay or cause to be paid all other sums payable hereunder by the Municipality with respect to such Bonds, or make adequate provision therefor, and by resolution of the Governing Body instruct any such Agent to pay amounts when and as required to the Registration Agent for the payment of principal of and interest on such Bonds when due, then and in that case the indebtedness evidenced by such Bonds shall be discharged and satisfied and all covenants, agreements and obligations of the Municipality to the holders of such Bonds shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

If the Municipality shall pay and discharge the indebtedness evidenced by any of the Bonds in the manner provided in either clause (a) or clause (b) above, then the registered owners thereof shall thereafter be entitled only to payment out of the money or Defeasance Obligations deposited as aforesaid.

Except as otherwise provided in this Section, neither Defeasance Obligations nor moneys deposited with the Registration Agent pursuant to this Section nor principal or interest payments on any such

Defeasance Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal and interest on said Bonds; provided that any cash received from such principal or interest payments on such Defeasance Obligations deposited with the Registration Agent, (A) to the extent such cash will not be required at any time for such purpose, shall be paid over to the Municipality as received by the Registration Agent and (B) to the extent such cash will be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Defeasance Obligations maturing at times and in amounts sufficient to pay when due the principal and interest to become due on said Bonds on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Municipality, as received by the Registration Agent. For the purposes of this Section, Defeasance Obligations shall direct obligations of, or obligations, the principal of and interest on which are guaranteed by, the United States of America, or any agency thereof, obligations of any agency or instrumentality of the United States or any other obligations at the time of the purchase thereof are permitted investments under Tennessee Law for the purposes described in this Section, which bonds or other obligations shall not be subject to redemption prior to their maturity other than at the option of the registered owner thereof.

Section 12. Federal Tax Matters Related to the Bonds.

(a) The Bonds will be issued as federally tax-exempt bonds. The Municipality hereby covenants that it will not use, or permit the use of, any proceeds of the Bonds in a manner that would cause the Bonds to be subjected to treatment under Section 148 of the Code, and applicable regulations thereunder, as an “arbitrage bond”. To that end, the Municipality shall comply with applicable regulations adopted under said Section 148. The Municipality further covenants with the registered owners from time to time of the Bonds that it will, throughout the term of the Bonds and through the date that the final rebate, if any, must be made to the United States in accordance with Section 148 of the Code, comply with the provisions of Sections 103 and 141 through 150 of the Code and all regulations proposed and promulgated thereunder that must be satisfied in order that interest on the Bonds shall be and continue to be excluded from gross income for federal income tax purposes under Section 103 of the Code.

(b) It is reasonably expected that the Municipality will reimburse itself for certain expenditures made by it in connection with the Projects by issuing the Bonds. This resolution shall be placed in the minutes of the Governing Body and shall be made available for inspection by the general public at the office of the Governing Body. This resolution constitutes a declaration of official intent under Treas. Reg. §1.150-2.

(c) The appropriate officers of the Municipality are authorized and directed, on behalf of the Municipality, to execute and deliver all such certificates and documents that may be required of the Municipality in order to comply with the provisions of this Section related to the issuance of the Bonds.

Section 13. Continuing Disclosure. The Municipality hereby covenants and agrees that it will provide annual financial information and event notices if and as required by Rule 15c2-12 of the Securities Exchange Commission for the Bonds. The Mayor is authorized to execute at the closing of the sale of the Bonds an agreement for the benefit of and enforceable by the owners of the Bonds specifying the details of the financial information and event notices to be provided and its obligations relating thereto. Failure of the Municipality to comply with the undertaking herein described and to be detailed in said closing agreement shall not be a default hereunder, but any such failure shall entitle the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as shall be necessary and appropriate to cause the Municipality to comply with their undertaking as set forth herein and in said agreement, including the remedies of mandamus and specific performance.

Section 14. Reasonably Expected Economic Life. The “reasonably expected economic life” of the Projects within the meaning of Sections 9-21-101, et seq., Tennessee Code Annotated, is greater than the term of the Bonds authorized herein.

Section 15. Resolution a Contract. The provisions of this resolution shall constitute a contract between the Municipality and the registered owners of the Bonds, and after the issuance of the Bonds, no change, variation or alteration of any kind in the provisions of this resolution shall be made in any manner until such time as the Bonds and interest due thereon shall have been paid in full.

Section 16. Separability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 17. Repeal of Conflicting Resolutions and Effective Date. All other resolutions and orders, or parts thereof in conflict with the provisions of this resolution, are, to the extent of such conflict, hereby repealed and this resolution shall be in immediate effect from and after its adoption.

[signature page follows]

Duly adopted and approved on April 25, 2017.

Mayor

Attested:

City Administrator/Recorder

EXHIBIT A

Estimated Debt Service

	Principal	Interest	Total
10/1/2017		297,667	297,667
4/1/2018	745,000	570,000	1,315,000
10/1/2018		555,100	555,100
4/1/2019	1,005,000	555,100	1,560,100
10/1/2019		535,000	535,000
4/1/2020	1,040,000	535,000	1,575,000
10/1/2020		514,200	514,200
4/1/2021	1,085,000	514,200	1,599,200
10/1/2021		492,500	492,500
4/1/2022	1,130,000	492,500	1,622,500
10/1/2022		469,900	469,900
4/1/2023	1,175,000	469,900	1,644,900
10/1/2023		446,400	446,400
4/1/2024	1,220,000	446,400	1,666,400
10/1/2024		422,000	422,000
4/1/2025	1,270,000	422,000	1,692,000
10/1/2025		396,600	396,600
4/1/2026	1,320,000	396,600	1,716,600
10/1/2026		370,200	370,200
4/1/2027	1,375,000	370,200	1,745,200
10/1/2027		342,700	342,700
4/1/2028	1,425,000	342,700	1,767,700
10/1/2028		314,200	314,200
4/1/2029	1,485,000	314,200	1,799,200
10/1/2029		284,500	284,500
4/1/2030	1,545,000	284,500	1,829,500
10/1/2030		253,600	253,600
4/1/2031	1,605,000	253,600	1,858,600
10/1/2031		221,500	221,500
4/1/2032	1,670,000	221,500	1,891,500
10/1/2032		188,100	188,100
4/1/2033	1,735,000	188,100	1,923,100
10/1/2033		153,400	153,400
4/1/2034	1,805,000	153,400	1,958,400
10/1/2034		117,300	117,300
4/1/2035	1,880,000	117,300	1,997,300
10/1/2035		79,700	79,700
4/1/2036	1,955,000	79,700	2,034,700
10/1/2036		40,600	40,600
4/1/2037	2,030,000	40,600	2,070,600
	28,500,000	13,262,667	41,762,667

Estimated Costs of Issuance

Bond Counsel	1.63499	40,000.00
Financial Advisor	1.71163	41,875.00
Rating Agency- Moody's	0.75618	18,500.00
Rating Agency- S&P	0.85837	21,000.00
Ipreo	0.05109	1,250.00
Printer	0.02044	500.00
Paying Agent	0.04087	1,000.00
Miscellaneous	0.20437	5,000.00
	5.27795	129,125.00

Underwriter's Discount is estimated to be \$142,500.

EXHIBIT B

PFM Engagement Letter



April 4, 2017

Mr. Eric Stuckey
City Administrator
City of Franklin, TN
109 3rd Avenue South
Franklin, TN 37064

Dear Mr. Stuckey,

pfm

530 Oak Court Drive
Suite 160
Memphis, TN 38117
901.682.8356

pfm.com

The purpose of this letter (this "Engagement Letter") is to confirm and memorialize our agreement that PFM Financial Advisors, LLC ("PFM") will act as financial advisor to the City of Franklin, TN (the "Client"), pursuant to that certain Resolution of the City of Franklin, TN to be dated April 25, 2016 (the "Authorizing Resolution"). The City may also refer to this Engagement Letter or agreement with PFM as Contract Number _____. PFM will provide, upon request of the Client, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Engagement Letter. Most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Upon request of Client, PFM or an affiliate of PFM may agree to additional services to be provided by PFM or an affiliate of PFM, by a separate agreement between the Client and PFM or its respective affiliate.

MSRB Rule G-42 requires that municipal advisors make written disclosures to its Clients of all material conflicts of interest and certain legal or disciplinary events. Such disclosures are provided in PFM's Disclosure Statement delivered to Client together with this Engagement Letter.

PFM is a registered municipal advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If Client has designated PFM as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any limitations described thereon. PFM shall not be responsible for, or have any liability in connection with, verifying that PFM is independent from any other party seeking to rely on the IRMA exemption (as such independent status is required pursuant to the IRMA exemption, as interpreted from time to time by the SEC). Client acknowledges and agrees that any reference to PFM, its personnel and its role as IRMA, including in the written representation of Client required under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by PFM. Client further agrees not to represent that PFM is Client's IRMA with respect to any aspect of a municipal securities issuance or municipal financial product, outside of the scope of services without PFM's prior written consent.

For the services described in Exhibit A, PFM's professional fees will be paid as provided in Exhibit B. In addition to fees for services, PFM will be reimbursed for



necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

This Engagement Letter shall be effective from April 25, 2017 and will end on December 31, 2017 and can be canceled in writing by either party upon thirty (30) days written notice to the other party. PFM shall not assign any interest in this Engagement Letter or subcontract any of the work performed under this Engagement Letter without the prior written consent of the Client; provided that upon notice to Client, PFM may assign this Engagement Letter or any interests hereunder to a municipal advisor entity registered with the SEC that directly or indirectly controls, is controlled by, or is under common control with, PFM.

All information, data, reports, and records ("Data") in the possession of the Client or any third party necessary for carrying out any services to be performed under this Engagement Letter shall be furnished to PFM and the Client shall, and shall cause its agent(s) to, cooperate with PFM in its conduct of reasonable due diligence in performing the services. To the extent Client requests that PFM provide advice with regard to any recommendation made by a third party, Client will provide to PFM written direction to do so as well as any Data it has received from such third party relating to its recommendation. Client acknowledges and agrees that while PFM is relying on the Data in connection with its provision of the services under this Engagement Letter, PFM makes no representation with respect to and shall not be responsible for the accuracy or completeness of such Data.

All notices given under this Engagement Letter will be in writing, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of the Client. Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to the Client copies of any and all material pertaining to this Engagement Letter.

The following professional employees of PFM will provide the services set forth in this Engagement Letter: Ricardo Callender, Lisa Daniel, Lauren Lowe, Olivia Menick, Micah Wasserman, Kyle Wright, Nick Yatsula. PFM may, from time to time, supplement or otherwise amend team members. The Client has the right to request, for any reason, PFM to replace any member of the advisory staff. Should the Client make such a request, PFM will promptly suggest a substitute for approval by the Client.

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter on the part of PFM or any of its associated persons, neither PFM nor any of its associated persons shall have liability to any person for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law,



or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other financial product or investment, or for any financial or other damages resulting from Client's election to act or not to act, as the case may be, contrary to or, absent negligence on the part of PFM or any of its associated persons, upon any advice or recommendation provided by PFM to Client.

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint ventures of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter.

This Engagement Letter and the Authorizing Document represents the entire agreement between Client and PFM.

Sincerely,
PFM Financial Advisors LLC

Lauren S. Lowe
Managing Director



EXHIBIT A
SCOPE OF SERVICES

Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will be modified to reflect that process. Upon the request of the Client:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the Client.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the Client the overall presentation to rating agencies.
- Review underwriter's proposals and submit a written analysis of same to the Client.
- Assist the Client in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.
- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the Client's obligation.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with the Client's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not



responsible for the inclusion or omission of any material in published offering documents.

- As applicable, advise the Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited to, bond printing, signing and final delivery of the bonds.



EXHIBIT B
COMPENSATION FOR SERVICES

1. Fixed Rate Transaction Fees (Competitive and Negotiated)

Assuming the financing needs of the City are \$27.5 million, the compensation for this transaction will be a flat fee of \$41,875.

2. Non-Transaction Related Compensation

PFM's Non-Transaction related compensation will be based on PFM's Contract Number 2010-0136 Amendment One with the Client.

3. Expenses

Out-of-pocket expenses includes expenses incurred, including travel, meals, lodging, telephone, mail, and other ordinary cost and any actual extraordinary cost for graphics, printing which are incurred by PFM. Appropriate documentation will be provided to the Client.



EXHIBIT C
INSURANCE STATEMENT

PFM Financial Advisors LLC ("PFMFA") has a complete insurance program, including property, casualty, comprehensive general liability, automobile liability and workers compensation. PFMFA maintains professional liability and fidelity bond coverages which total \$25 million and \$10 million, respectively. PFMFA also carries a \$10 million cyber liability policy.

Our Professional Liability policy is a "claims made" policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$250 comprehensive & \$500 collision

Cyber Liability \$50,000

General Liability \$0

Professional Liability (E&O) \$1,000,000

Financial Institution Bond \$75,000

Insurance Company & AM Best Rating

Professional Liability (E&O) – Indian Harbor Insurance Company; and Continental Casualty Company; (both are A)

Financial Institution Bond – Federal Insurance Company; (A++)

Cyber Liability – Indian Harbor Insurance Company (A)

General Liability – Great Northern Ins. Company (A++)

Automobile Liability – Federal Insurance Company

Excess /Umbrella Liability – Federal Insurance Company

Workers Compensation & Employers Liability– Pacific Indemnity Company (A++)

EXHIBIT C

BBS Engagement Letter

[Letterhead of Bass, Berry & Sims PLC]

_____, 2017

City of Franklin, Tennessee
Franklin, Tennessee
Attention: Ken Moore, Mayor

Re: Issuance of Not to Exceed \$28,500,000 in Aggregate Principal Amount of General Obligation Public Improvement Bonds, Series 2017.

Dear Mayor:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as bond counsel to City of Franklin, Tennessee (the "Issuer"), in connection with the issuance of the above-referenced Bonds (the "Bonds"). We understand that the Bonds are being issued for the purposes of providing funds necessary to finance certain capital improvements within the Issuer and pay the costs incident to the sale and issuance of the Bonds. We further understand that the Bonds will be sold at competitive sale.

SCOPE OF ENGAGEMENT

In this engagement, we expect to perform the following duties:

- (1) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Bonds, coordinate the authorization and execution of such documents, and review enabling legislation.
- (3) Assist the Issuer in seeking from other governmental authorities such approvals, permissions and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance, and delivery of the Bonds, except that we will not be responsible for any required blue-sky filings.
- (4) Review legal issues relating to the structure of the Bonds; and
- (5) Prepare those sections of the official statement (if applicable) to be disseminated in connection with the sale of the Bonds involving the description of (i) federal law pertinent to the validity of the Bonds and the tax law treatment thereon, (ii) the terms of the Bonds and (iii) our Bond Opinion.

Our Bond Opinion will be addressed to the Issuer and the purchaser of the Bonds and will be delivered by us on the date the Bonds are exchanged for its purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will direct members of your staff and other employees of the Issuer to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties do not include:

- a.
 - 1) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds other than as described in (5) above, or
 - 2) Performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document, or
 - 3) Rendering advice that the official statement or other disclosure documents
 - i) Do not contain any untrue statement of a material fact or
 - ii) Do not omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.
- b. Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.
- c. Preparing blue sky or investment surveys with respect to the Bonds.
- d. Drafting state constitutional or legislative amendments.
- e. Pursuing test cases or other litigation, (such as contested validation proceedings) except as set forth above.
- f. Making an investigation or expressing any view as to the creditworthiness of the Issuer or the Bonds.
- g. Except for defending our Bond Opinion, representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- h. After Closing, providing continuing advice to the Issuer or any other party concerning any actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (*e.g.*, our engagement does not include rebate calculations for the Bonds).
- i. Opining on a continuing disclosure undertaking pertaining to the Bonds or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

- j. Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the Issuer will be our client and an attorney-client relationship will exist between us. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the Issuer's execution of this engagement letter will constitute an acknowledgment of those limitations. In our representation of the Issuer, we will not act as a "municipal advisor," as such term is defined in the Securities Exchange Act of 1934, as amended.

Our representation of the Issuer and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate Internal Revenue Service Form 8038-G, and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Bonds. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Bonds as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. Execution of this letter will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, our fee will be \$40,000. The fee quoted above will include all out-of-pocket expenses advanced for your benefit.

If, for any reason, the financing represented by the Bonds as described in the paragraph above is completed without the delivery of our Bond Opinion as bond counsel or our services are otherwise terminated, we will expect to be compensated at our normal rates for the time actually spent on your behalf plus client charges as described above unless we have failed to meet our responsibilities under this engagement, but in no event will the amount we are paid exceed \$40,000.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. All goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be Issuer's property. Our own files, including lawyer work product, pertaining to the transaction will be retained by us for a period of three (3) years and be subject to inspection by Issuer upon reasonable notice.

OTHER MATTERS

We have not retained any persons to solicit or secure this engagement from the Issuer upon an agreement or understanding for a contingent commission, percentage, or brokerage fee. We have not offered any employee of the Issuer a gratuity or an offer of employment in connection with this engagement and no employee has requested or agreed to accept a gratuity or offer of employment in connection with this engagement.

Any modification or amendment to this engagement letter must be in writing, executed by us and contain the signature of the Issuer. The validity, construction and effect of this engagement letter and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee.

CONCLUSION

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

CITY OF FRANKLIN, TENNESSEE:

By: _____
Ken Moore, Mayor

The Board of Mayor and Aldermen of the City of Franklin, Tennessee, met in regular session on April 25, 2017, at 7:00 p.m. at the City Hall, Franklin, Tennessee, with the Honorable Ken Moore, Mayor, presiding.

The following Aldermen were present:

The following Aldermen were absent:

There were also present Eric Stuckey, City Administrator/Recorder, and Kristine Tallent, Assistant City Administrator/Chief Financial Officer.

After the meeting was duly called to order, the following resolution was introduced by _____, seconded by _____ and after due deliberation, was adopted by the following vote:

AYE:

NAY:

STATE OF TENNESSEE)

COUNTY OF WILLIAMSON)

I, Lanaii Y. Benne, certify that I am the duly qualified and acting Assistant City Recorder of City of Franklin, Tennessee, and as such official I further certify that attached hereto is a copy of excerpts from the minutes of a meeting of the governing body of the Municipality held on April 25, 2017; that these minutes were promptly and fully recorded and are open to public inspection; that I have compared said copy with the original minute record of said meeting in my official custody; and that said copy is a true, correct and complete transcript from said original minute record insofar as said original record relates to the Municipality's General Obligation Public Improvement Bonds.

WITNESS my official signature and seal of said Municipality on _____, 2017.

Assistant City Recorder

(SEAL)

22573730.2

City of Franklin, Tennessee
Tabulation of Submittals*

Purchasing Office Solicitation No.:		2017-014 (group employee insurance benefits)					
A:		health benefits and associated services					
Notice to proposers published in the <i>Williamson Herald</i> on:		2/9/17					
Number of potential proposers that were notified of / that submitted a proposal in response to this request for proposals:		13 / 5					
Date and time proposal due and publicly opened:		March 16, 2017 2PM					
Present at opening of proposals:		Jake Davis of Cowan Benefits; Sara Sylvis, Tracy Harness, Laura Johnson and Shirley Gower of the City of Franklin Human Resources Department; and Natalie Keene, Suzanne Ward and Brian Wilcox of the City of					
Target meeting of BOMA at which recommendation is scheduled to be considered:		5/9/17					
Proposals received from:	Description of proposal:	Does the proposal include all required documents?	Does the proposal take any exceptions to the City's procurement solicitation?	Points allocated by proposal evaluation team (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Points allocated by interview panel (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Payment terms:	Proposal is valid and may be accepted through:
Aetna Life Insurance Company 151 Farmington Avenue Hartford, CT 06156 Perry Baines, Account Executive (615) 322-1602 BainesP@aetna.com	A	Yes	Yes (Indemnification - four clarifications)	86.00	not interviewed	net 30 days	7/1/2017
BlueCross BlueShield of Tennessee 1 Cameron Hill Circle Chattanooga, TN 37402 Scott Karner, Large Group Account Executive (615) 386-8555 Scott_Karner@bcbst.com	A	Yes	Yes (Indemnification Agreement, Standard City Ts & Cs: Assignment / Subcontracting, Confidentiality and Proprietary rights, Derivative Works, Waiver, Severability, Precedence, Indemnification, Additions / Modifications, Applicable Law, Termination, Breach, Default, Entire Agreement, Survival)	94.00	91.00	claims invoiced weekly; administration fees invoiced monthly	6/30/2017
Cigna Health and Life Insurance Company (CHLIC) 900 Cottage Grove Road Bloomfield, CT 06002 Allegiance Benefit Plan Management, Inc. 2806 South Garfield Street, PO Box 3018 Missoula, MT 59806-3018 Terence Clair, Senior New Business Manager (615) 595-3370 Terence.Clair@cigna.com	A	No (missing the CoF Std T's & C's, with vendor's contact info inserted)	Yes (Standard Ts & Cs: Precedence, also comments - assignment / subcontracting, indemnification, additions / modifications, applicable law, termination, breach, default, entire agreement; General Terms: see comments - damages, refusal to honor submittal, confidential and / or proprietary information, exceptions as marked)	94.00	87.00	net 30 days	6/30/2017
Humana 320 Seven Springs Way, Suite 200 Brentwood, Tennessee 37067 Rob Haire, Agency Relationship Manager Telephone: 615-585-6084 Email: rhaire@humana.com	A	Yes	Yes (General Ts and Cs: Use of subcontractors, refusal to honor submittal; Standard Ts and Cs: see comments - assignment and contracting, taxes, confidentiality and proprietary rights, arbitration / mediation, indemnification, termination, breach and default)	87.00	not interviewed	net 30 days	7/1/2017
UMR, Inc. 11 Scott Street, Suite 100 Wausau, WI 54403 Tamara Campbell, UnitedHealthcare Account Executive (615) 372-3455 tamara_campbell@uhc.com	A	Yes	Yes (Applicable laws and regulations; use of subcontractors; HIPAA; Proposer's staff and vendors; Assignment / Subcontracting; Indemnification and Indemnification Agreement; Procurement Agreement - Indemnification)	92.00	not interviewed	net 30 days	6/30/2017

*Shaded submittal is the submittal scored highest by the interview team

Tabulation of Submittals*

Purchasing Office Solicitation No.:		2017-014 (group employee insurance benefits)					
B:		pharmacy benefits					
Notice to proposers published in the <i>Williamson Herald</i> on:		2/9/17					
Number of potential proposers that were notified of / that submitted a proposal in response to this request for proposals:		13 / 8					
Date and time proposal due and publicly opened:		March 16, 2017 2PM					
Present at opening of proposals:		Jake Davis of Cowan Benefits; Sara Sylvis, Tracy Harness, Laura Johnson and Shirley Gower of the City of Franklin Human Resources Department; and Natalie Keene, Suzanne Ward and Brian Wilcox of the City of Franklin					
Target meeting of BOMA at which recommendation is scheduled to be considered:		5/9/17					
Proposals received from:	Description of proposal:	Does the proposal include all required documents?	Does the proposal take any exceptions to the City's procurement solicitation?	Points allocated by proposal evaluation team (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Points allocated by interview panel (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Payment terms:	Proposal is valid and may be accepted through:
Aetna Life Insurance Company 151 Farmington Avenue Hartford, CT 06156 Perry Baines, Account Executive (615) 322-1602 BainesP@aetna.com	B	Yes	Yes (Indemnification - four clarifications)	90.00	not interviewed	net 30 days	7/1/2017
American Healthcare Administrative Services, Inc. 3850 Atherton Road Rocklin, CA 95765 Greg Choy, Regional Sales Manager (908) 279-4807 g.choy@americanhealthcare.com	B	Yes	Yes (twice monthly payments)	88.00	not interviewed	Twice monthly payments	12/31/2017
BlueCross BlueShield of Tennessee 1 Cameron Hill Circle Chattanooga, TN 37402 Scott Karner, Large Group Account Executive (615) 386-8555 Scott_Karner@bcbst.com	B	Yes	Yes (Indemnification Agreement, Standard City Ts & Cs: Assignment / Subcontracting, Confidentiality and Proprietary rights, Derivative Works, Waiver, Severability, Precedence, Indemnification, Additions / Modifications, Applicable Law, Termination, Breach, Default, Entire Agreement, Survival)	94.00	96.00	claims invoiced weekly; administration fees invoiced monthly	6/30/2017
Cigna Health and Life Insurance Company (CHLIC) 900 Cottage Grove Road Bloomfield, CT 06002 Allegiance Benefit Plan Management, Inc. 2806 South Garfield Street, PO Box 3018 Missoula, MT 59806-3018 Terence Clair, Senior New Business Manager (615) 595-3370 Terence.Clair@cigna.com	B	No (missing the CoF Std T's & C's, with vendor's contact info inserted)	Yes (Standard Ts & Cs: Precedence, also comments - assignment / subcontracting, indemnification, additions / modifications, applicable law, termination, breach, default, entire agreement; General Terms: see comments - damages, refusal to honor submittal, confidential and / or proprietary information, exceptions as marked)	95.00	93.00	net 30 days	6/30/2017

*Shaded submittal is the submittal scored highest by the interview team

Tabulation of Submittals*

Purchasing Office Solicitation No.:		2017-014 (group employee insurance benefits)					
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Target meeting of BOMA at which recommendation is scheduled to be considered:		5/9/17					
Proposals received from:	Description of proposal:	Does the proposal include all required documents?	Does the proposal take any exceptions to the City's procurement solicitation?	Points allocated by proposal evaluation team (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Points allocated by interview panel (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Payment terms:	Proposal is valid and may be accepted through:
Humana 320 Seven Springs Way, Suite 200 Brentwood, Tennessee 37067 Rob Haire, Agency Relationship Manager Telephone: 615-585-6084 Email: rhaire@humana.com	B	Yes	Yes (General Ts and Cs: Use of subcontractors, refusal to honor submittal; Standard Ts and Cs: see comments - assignment and contracting, taxes, confidentiality and proprietary rights, arbitration / mediation, indemnification, termination, breach and default)	90.00	not interviewed	net 30 days	7/1/2017
ProCare Pharmacy Benefit Manager, Inc. (Procure Rx) 1267 Professional Parkway Gainesville, GA 30507 Steven M. Treff President/Chief Operating Officer (678) 248-4750 streff@procarerx.com	B	Yes	Yes (Standard Ts and Cs: Confidentiality and Proprietary rights, Arbitration / Mediation, Indemnification and Indemnification Agreement, Termination)	87.00	not interviewed	net 30 days	6/30/2017
RxBenefits, Inc. for CVS / Express Scripts / OptumRx 3500 Blue Lake Dr. Ste 200 Birmingham, AL 35080 Clay Harrison, Business Development Executive (205) 443-1147 charrison@rxbenefits.com	B	No (missing five references; addenda not acknowledged)	Yes (payment terms; term of award)	85.00	not interviewed	Proposer took exception to net 30 days but did not provide preferred payment terms	6/14/2017
UMR, Inc. 11 Scott Street, Suite 100 Wausau, WI 54403 Tamara Campbell, UnitedHealthcare Account Executive (615) 372-3455 tamara_campbell@uhc.com	B	Yes	Yes (Applicable laws and regulations; use of subcontractors; HIPAA; Proposer's staff and vendors; Assignment / Subcontracting; Indemnification and Indemnification Agreement; Procurement Agreement - Indemnification)	92.00	not interviewed	net 30 days	6/30/2017

*Shaded submittal is the submittal scored highest by the interview team

City of Franklin, Tennessee
Tabulation of Submittals*

Purchasing Office Solicitation No.:		2017-014 (group employee insurance benefits)					
C:		vision benefits					
Notice to proposers published in the <i>Williamson Herald</i> on:		2/9/17					
Number of potential proposers that were notified of / that submitted a proposal in response to this request for proposals:		13 / 7					
Date and time proposal due and publicly opened:		March 16, 2017 2PM					
Present at opening of proposals:		Jake Davis of Cowan Benefits; Sara Sylvis, Tracy Harness, Laura Johnson and Shirley Gower of the City of Franklin Human Resources Department; and Natalie Keene, Suzanne Ward and Brian Wilcox of the City of Franklin					
Target meeting of BOMA at which recommendation is scheduled to be considered:		5/9/17					
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Aetna Life Insurance Company 151 Farmington Avenue Hartford, CT 06156 Perry Baines, Account Executive (615) 322-1602 BainesP@aetna.com	C	Yes	Yes (Indemnification - four clarifications)	88.00	not interviewed	net 30 days	7/1/2017
BlueCross BlueShield of Tennessee 1 Cameron Hill Circle Chattanooga, TN 37402 Scott Karner, Large Group Account Executive (615) 386-8555 Scott_Karner@bcbs.com	C	Yes	Yes (Indemnification Agreement, Standard City Ts & Cs: Assignment / Subcontracting, Confidentiality and Proprietary rights, Derivative Works, Waiver, Severability, Precedence, Indemnification, Additions / Modifications, Applicable Law, Termination, Breach, Default, Entire Agreement, Survival)	96.00	86.00	claims invoiced weekly; administration fees invoiced monthly	6/30/2017
Cigna Health and Life Insurance Company (CHLIC) 900 Cottage Grove Road Bloomfield, CT 06002 Allegiance Benefit Plan Management, Inc. 2806 South Garfield Street, PO Box 3018 Missoula, MT 59806-3018 Terence Clair, Senior New Business Manager (615) 595-3370 Terence.Clair@cigna.com	C	No (missing the CoF Std T's & C's, with vendor's contact info inserted)	Yes (Standard Ts & Cs: Precedence, also comments - assignment / subcontracting, indemnification, additions / modifications, applicable law, termination, breach, default, entire agreement; General Terms: see comments - damages, refusal to honor submittal, confidential and / or proprietary information, exceptions as marked)	90.00	82.00	net 30 days	6/30/2017
Humana 320 Seven Springs Way, Suite 200 Brentwood, Tennessee 37067 Rob Haire, Agency Relationship Manager Telephone: 615-585-6084 Email: rhaire@humana.com	C	Yes	Yes (General Ts and Cs: Use of subcontractors, refusal to honor submittal; Standard Ts and Cs: see comments - assignment and contracting, taxes, confidentiality and proprietary rights, arbitration / mediation, indemnification, termination, breach and default)	86.00	not interviewed	net 30 days	7/1/2017

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Tabulation of Submittals*

Purchasing Office Solicitation No.:		2017-014 (group employee insurance benefits)					
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Target meeting of BOMA at which recommendation is scheduled to be considered:		5/9/17					
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National Vision Administrators, L.L.C. 1200 Route 46 West Clifton, New Jersey 07013-2440 Cindy Foster, Senior Director of Sales (615) 291-6824 cfoster@e-nva.com	C	Yes	Yes (Standard Ts and Cs: Indemnification and Indemnification Agreement; Plan Design deviations / enhancements - contact lens evaluation & fitting, lens option, additional pairs, overage discounts contact lenses)	87.00	not interviewed	net 30 days	7/1/2017
Spectera, Inc. (United Health Care) 9700 Health Care Lane, Minnetonka, MN 55343 Tamara Campbell 10 Cadillac Drive #200 Brentwood, TN 37027	C	No (addendum no. 2 not acknowledged)	Yes (Requests 60 days notice for termination; Indemnification Agreement; proposes to utilize the ASA agreement (unique to vision benefit claims administration))	82.00	not interviewed	net 30 days	not indicated
Vision Service Plan Insurance Company 3333 Quality Drive Rancho Cordova, CA 95670 Lisa Morgan, Account Executive 800.852.7600 x 5328 or 916.858.5328 Lisa.Morgan@vsp.com	C	Yes	Yes (Proposes their standard contract; Derivative works, Arbitration / Mediation; Termination)	87.00	not interviewed	net 30 days	7/1/2017

*Shaded submittal is the submittal scored highest by the interview team

DRAFT PLAN OF SERVICES
BUSHNELL ANNEXATION
9.74 ACRES

LEWISBURG

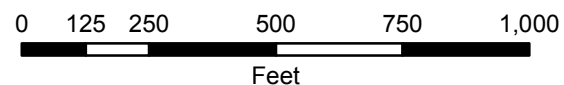
STREAMSIDE

NARROW FORD

Site

Legend

-  Bushnell Properties
-  Existing City Limits



This map was created by the Franklin Planning Department. It was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials (c) copyright 2017. All rights reserved.

RESOLUTION 2017-13

TO BE ENTITLED: "A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF BUSHNELL AND BATES PROPERTIES BY THE CITY OF FRANKLIN, TENNESSEE"

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

WHEREAS, Walter T. Bates, Justin and Amanda Sparks-Busnell, ("Owner(s)") of properties located at 1495 and 1521 Lewisburg Pike ("Property") petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee ("City"), to annex 9.75 acres adjoining the City limits and located within the Franklin Urban Growth Boundary (UGB); and

WHEREAS, the Property is located South of Stream Valley Boulevard and East of Lewisburg Pike, as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres
p/o 117--01706	1.59
117—01705	8.16
Total	9.75

The Property adjoins the City limits within the Franklin Urban Growth Boundary (UGB) and comprises a total of 9.75 acres in 2 parcels The Property is used as Single Family Residential.

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

WHEREAS, the Franklin Municipal Planning Commission has reviewed and recommended approval of the Plan of Services for the annexation area; and

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

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

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

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

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

PLAN OF SERVICE

A. Water

1. The Property is located within the Goose Creek service area.
2. Water availability shall be approved and provided through H.B.&T.S. prior to annexation.
3. The Owner shall be required to provide adequate fire flow and pressure to the Property.

B. Reclaimed Water

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

C. Wastewater

1. The Property lies within the Goose Creek Basin as defined in the City of Franklin Sanitary Sewer Basin Study.
2. The proposed development of the Property is anticipated to construct residential units.
3. The Owner shall be required to extend the sanitary sewer main approximately 2000 linear feet to provide service to the Property.
4. The City of Franklin Sanitary Sewer System Basin Plans show this as an 8" ductile iron pipe sanitary sewer.
5. The Owner shall be required to submit engineering calculations to determine final sizing requirements.
6. The Owner shall be required to provide Engineering design, construction, easements, rights-of-way and the costs associated with the on-site sanitary sewer infrastructure required to serve the development of this Property.
7. The Owner shall be responsible for the payment of fees per the policies and procedures outlined in Franklin Municipal Code.

D. Stormwater

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

E. Streets

1. Emergency maintenance of streets will begin on the effective date of annexation.
2. Reconstruction and resurfacing of streets, routine maintenance, and installation of storm drainage will be accomplished under existing City policies.
3. Access to the Property shall be provided from Lewisburg Pike and Linden Isle Drive. The location of the Lewisburg Pike access must be approved by The City Engineer and follow the limited access plan for Lewisburg Pike.
4. Unless waived by the Franklin Engineering Department, the Owner of the Property shall be required to submit a traffic impact study prior to submitting a development plan for review and approval. The exact scope associated with this traffic impact study shall be determined prior to submittal of the development plan. Required street improvements shall be

determined as part of the plan. The roadways constructed as part of this development shall comply with City Street Standards.

F. Traffic Control

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

G. Street Lighting

1. No off-site street lighting is proposed at this time.
2. Street lighting within new developments shall be funded and installed by the Owner per City policy, which includes the installation of electric meters to allow for future ownership and maintenance by the City or homeowners association. The installation and operation of street lights shall coincide with the phasing of development and issuance of Certificates of Occupancy.

H. Street Name Signs

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

I. Fire Protection

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

J. Planning and Zoning

1. The planning and zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
2. The City of Franklin Land Use Plan calls for a Conservation Subdivision design concept in this area. The Conservation Subdivision design concept supports primarily single-family residential development that clusters lots and infrastructure and sets aside a substantial amount of property as permanently protected open space in its natural state. New development should preserve a minimum of 50 percent open space, strategically targeted toward scenic vistas, greenways, pastures, trails, woodlands, or other uses that maintain scenic character, protect habitat value, and contribute to the quality of life for residents.
3. Upon annexation, the Property will be zoned by the Board of Mayor and Aldermen, pursuant to the requirements of the Franklin Zoning Ordinance with a base zone district, Overlay District, Character Area Overlay District, and designated as a Conventional or Traditional Area. The Owner shall also be required to submit a Planned Unit Development (PUD) Development Plan pursuant to the requirements of the Zoning Ordinance.

K. Parks and Recreation

1. The benefit and use of the recreational facilities and programs provided by the Parks Department will be available on and after the effective date of the annexation. Recreational facilities and programs will be provided with existing personnel, facilities and resources.

2. New development in the annexed area shall comply with the City of Franklin Parkland Dedication Ordinance.

L. Police Protection

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

M. Building and Code Inspection Services

1. Building permitting and inspection services, property maintenance, and zoning enforcement will begin in the annexed area on and after the effective date of the annexation.
2. New development in the annexed area shall comply with adopted City Building Codes, pay the applicable fees, and obtain the required permits for inspection services.
3. When contemplating construction projects, have your design professional review any requirements found in the City of Franklin Adopted Construction Codes. Some building types and occupancies require a higher level of site and infrastructure development which will not be reviewed and noted by City Staff until a building permit is applied for. Most construction projects will require the presence of a fire hydrant in accordance with the 2012 International Fire Code. Projects that require the installation of a fire sprinkler system will require a water supply sufficient to meet minimum code requirements or the project can not move forward.

N. Garbage and Recycling Pickup and Environmental

1. The Sanitation and Environmental Services Department will begin providing services in the annexed area on and after the effective date of the annexation in accordance with adopted City requirements.
2. For any approved multi-family uses, the Sanitation and Environmental Services Department will begin providing services in the annexed area on and after the effective date of the annexation in accordance with adopted City requirements. The Owner does not have to use the City as a provider, but the Owner shall be responsible for providing refuse collection services as a matter of public health. The Owner shall present a plan for service for refuse collection services for approval by the Sanitation and Environmental Services Department, and shall be required to install required dumpster enclosures if dumpsters will be used for holding refuse between scheduled service days.
3. No additional manpower or equipment will be necessary to serve the annexation area at this time.

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

ADOPTED THIS _____.

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

DRAFT PLAN OF SERVICES
BUSHNELL ANNEXATION
9.74 ACRES

LEWISBURG

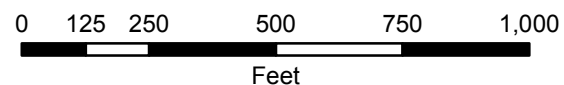
STREAMSIDE

NARROW FORD

Site

Legend

-  Bushnell Properties
-  Existing City Limits



This map was created by the Franklin Planning Department. It was compiled from the most authentic information available. The City is not responsible for any errors or omissions contained hereon. All data and materials (c) copyright 2017. All rights reserved.



January 13, 2017

Ms. Emily Hunter
Franklin Department of Planning and Sustainability
109 3rd Avenue South
Franklin, TN 37064

RE: City of Franklin Annexation Request - Bushnell Property

Dear Ms. Hunter:

On behalf of our client, Stream Valley Franklin, LLC. we are pleased to submit the attached annexation request to begin the Plan of Services process for the Bushnell Property. We are requesting the annexation of the properties located at Map 117 Parcels 01705 and 01706. The property consists of 9.74 acres located within the City's Urban Growth Boundary.

The site will follow conservation subdivision development standard guidelines consistent with the proposed Envision Franklin Land Use Plan and will consist of a 4 unit big house with 2 accessory dwelling units and 14 single family lots, resulting in a total of 20 residential units. This results in a proposed gross density of 2.05 dwelling units per acre and will be part of a Planned Unit Development.

If you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to be "JDH", with a long horizontal line extending to the right.

John D. Haas RLA,ASLA
Principal
EDGE
Planning, Landscape Architecture and Graphic Design

OWNER AFFIDAVIT

City of Franklin, Tennessee

We/I JUSTIN BUSHNELL AND AMANDA SPARKS-BUSHNELL
(Please print Name/Names in Full)

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

MAP 117 PARCEL 17.05 ROWC

(Property Parcel/Tax ID Number)

and located at:

1521 LEWISBURG PIKE, FRANKLIN, TN

(Street Address)

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

TYLER RING

(Please print Name/Names in Full)

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

Amanda Sparks-Bushnell Justin Bushnell
Signature

3616 Lime Valley Bridge Rd
Property Owner Mailing Address

Thompsons Station, TN 37119
City, State & Zip

Subscribed and sworn to before me this

22 day of January 2017.

[Signature]
Notary Public

My Commission Expires: 6/14/2020



OWNER AFFIDAVIT

City of Franklin, Tennessee

We/I WALTER T. BATES
(Please print Name/Names in Full)

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

MAP 117 PARCEL 17.06 ROWC
(Property Parcel/Tax ID Number)

and located at:

1495 LEWISBURG PIKE, FRANKLIN, TN
(Street Address)

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

TYLER RING
(Please print Name/Names in Full)

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

Walter T. Bates
Signature

1495 Lewisburg Pk.
Property Owner Mailing Address

Franklin, Tn. 37064
City, State & Zip

Subscribed and sworn to before me this

17th day of January, 2017

Mary Poole
Notary Public

My Commission Expires: 5.27.19



ANNEXATION REQUEST APPLICATION

FRANKLIN, TENNESSEE

LOT ADDRESS: **LEWISBURG PIKE**

PROPOSED ZONING:
SD-R

PROPOSED LAND USE:
RESIDENTAIL

LOT ACREAGE:
+/- 9.74 AC

CHARACTER AREA:
GOOSE CREEK - 5

PHYSICAL DESCRIPTION OF SITE:
PASTORAL WITH EXISTING FARM POND

LAND USE PLAN LANGUAGE FOR CHARACTER AREA:

Conservation Subdivision: This design concept supports primarily single-family residential development with secondary uses of Big Houses, Duplexes, Farmstead Compound, Institutional and Recreational which clusters lots and infrastructure to allow for a minimum of 50% of the property to be set aside as permanently protected open space in its natural state.

REQUEST LETTER:

Check if included

OWNER AFFIDAVIT:

Check if included

DRAWINGS/ ILLUSTRATIONS:

Check if included

OTHER INFORMATION:

PARCEL 1: 117-01705 ENTIRE PARCEL

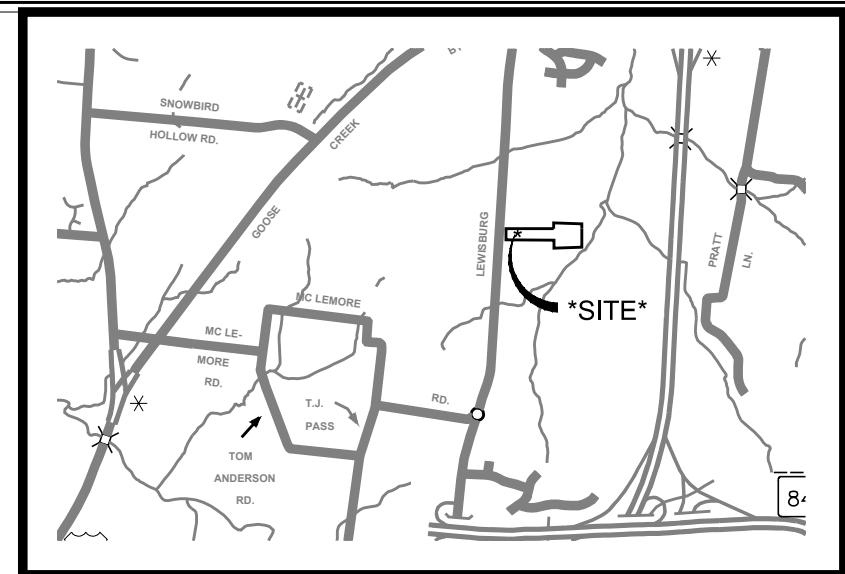
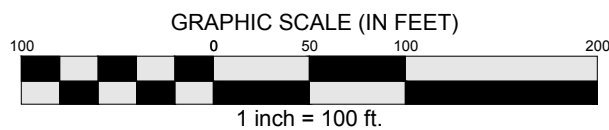
PARCEL 2: 117-01706 PORTION OF PARCEL

APPLICANT NAME, ADDRESS, PHONE	AGENT NAME, ADDRESS, PHONE
John Haas EDGE Planning, Landscape Architecture & Urban Design 210 12th Avenue South, Suite 202 Nashville TN. 37064 615.250.8154	Stream Valley Franklin LLC P.O. Box 314 Franklin, TN 37064 615.305.1033
Signature: 	Date: 2.8.17

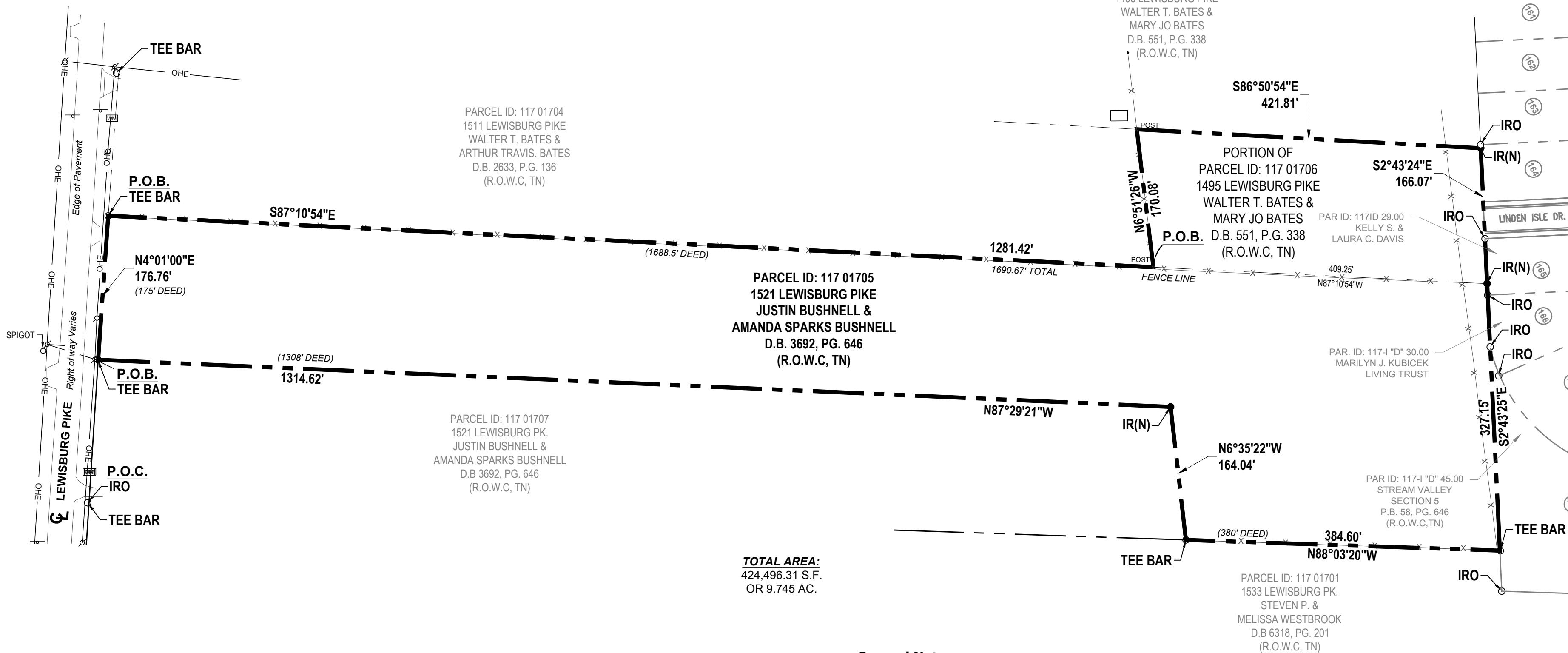


NOTE: BEARINGS ARE RELATIVE TO
TN. S.P.C.S. - NAD 83

DATE OF OBSERVATION 10/14/2016



VICINITY MAP
(NOT TO SCALE)



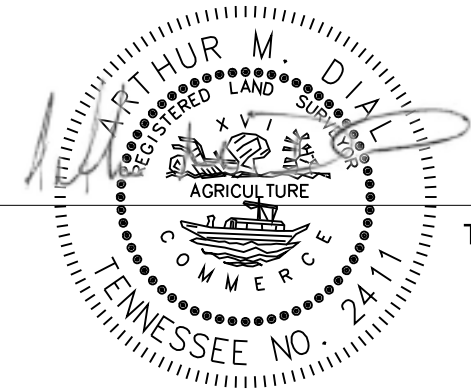
TOTAL AREA:
424,496.31 S.F.
OR 9.745 AC.

LEGEND

- GUY POLE
- POWER POLE
- FIRE HYDRANT
- WATER VALVE
- (IRO) IRON ROD OLD
- (IRN) IRON ROD NEW
- POLE SIGN
- TREE
- GUY WIRE
- WATER METER
- PROPERTY LINE
- FENCE LINE
- OVER HEAD

CERTIFICATE OF ACCURACY

I hereby certify that this is a category I survey and the ratio of precision of the unadjusted survey is 1: 10,000 as shown hereon. I also certify that the monuments have been or will be placed as shown hereon to the specifications of the State of Tennessee.



TN. R.L.S. #2411

Date 1/31/17

General Notes

- Date field survey completed: 10/14/16
- Tract(s) surveyed contains 9.745 acres total.
- Deed reference: Justin & Amanda Bushnell Book 3692, Page 642, Walter T., and Mary Jo Bates Book 551, Page 338 Registers Office of Williamson County, Tennessee (R.O.W.C., Tn.)
- Surveyor has made no investigation or independent search for encumbrances, restrictive covenants, ownership title evidence, or any other facts that an accurate and current title search may disclose.
- This parcel of land is subject to any and all right-of-ways and/or easements either by record and/or prescription that a complete title search may reveal.
- Any location of underground utilities as shown hereon are based solely on observations and field locations of above-ground structures. Additional buried utilities and/or structures may exist.
- This is a true and accurate portrayal of the boundaries determined from EDM/Theodolite, record data and physical evidence found in the field. I hereby certify that this is a category I survey and the ratio of precision of the unadjusted survey is greater than 1:10,000 as shown hereon. I also certify that the monuments have been or will be placed as shown hereon to the specifications outlined by the State of Tennessee.
- Declaration is made to original purchaser of this survey. It is not transferable to additional institutions or subsequent owners.
- No observable permanent structures were found during the course of this survey, as shown on survey map.
- At time of survey, property is zoned MGA-1 (Municipal Growth Area District 1), as per Williamson County Planning & zoning code information: Setback information as follows per current base zoning Table 10.07-2 as per Williamson County Planning & zoning code: Front = 100' Side = 20' Rear = 60' *For additional information as to the specifics of Zone MGA-1, and before relying solely on this survey, contact the Williamson County Planning & zoning at (615) 790-5725.
- This property does have access to a Public Right of Way as shown hereon.



Utility Disclaimer

Energy, Land and Infrastructure, LLC (ELI, LLC) has not physically located the underground utilities. Above grade and underground utilities shown were taken from visible appurtenances at the site, public records and/or maps prepared by others. ELI, LLC makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. ELI, LLC further does not warrant that the underground utilities are in the exact location indicated. Therefore, reliance upon the type, size and location of utilities shown should be done so with this circumstance considered. Detailed verification of existence, location and depth should also be made prior to any decision relative thereto is made. Availability and cost of service should be confirmed with the appropriate utility company. In Tennessee, it is a requirement, per "The Underground Utility Damage Prevention Act", that anyone who engages in excavation must notify all known underground utility owner, no less than three (3) nor more than ten (10) working days prior to the date of their intent to excavate and also to avoid any possible hazard or conflict. Tennessee One Call 811.

Boundary Survey of:

Map: 117, Parcels
17.03, 17.05, & A Portion of 17.06
FRANKLIN, TENNESSEE

Issue Date: NOV. 21, 2016

ELI Project No: 16-11-1111

Drafted By: JWK

Checked By: AMD

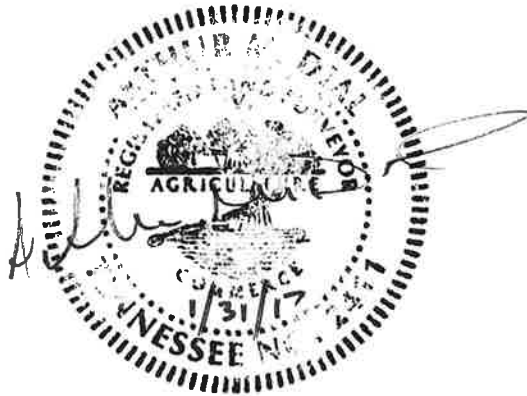
Rev. 1 - 1/30/17 Added Parcel to drawing and created description.

Sheet No. 1 OF 1

Portion of Walter T. Bates Carve off Description

Land situated in Williamson County, Tennessee, being shown on Tax Map 117, as a portion of Parcel 17.06, and is currently known as a portion of the lands owned by Walter T., etux., Mary Jo Bates of record in Book 551, Page 338, in the Register's Office of Williamson County, Tennessee (R.O.W.C., TN.), and being more particularly described as follows;

Commencing at an iron rebar (old) as called for in the easterly right of way of Lewisburg Pike, thence, N 04°06'20"E for a distance of 351.98' to a t-post (old), called for in said east right of way, thence, leaving said right of way, S 87°10'54"E for a distance of 1281.42' to the **Point of Beginning**, said point being a post (old) at a fence intersection, post monuments the southeast corner of the Walter and Arthur Bates property Book 2633, Page 136 (R.O.W.C., TN.), the southwest property corner of herein described carve off, and having coordinates of N: 551069.91, E: 1718386.93; thence, along fence, and the east line of said Bates property, N 06°51'26"W for a distance of 170.08' to a post in fence; thence, along a severance line this survey, a proposed north property line of herein described carve off, S 86°50'54"E for a distance of 421.81' to an iron rebar (new) set in the west line of Stream Valley Section 5, P.B.58, P.646 (R.O.W.C., TN.); thence, along said west line, S 02°43'24"E for a distance of 166.07' to an iron rebar (new) in said west line, said rebar being a northeast corner of the Bushnell property recorded in Book 3692, Page 646 (R.O.W.C., TN.), and the southeast corner of herein described carve off; thence, leaving said west line of Stream Valley Section 5, along the north property line of said Bushnell property, and the south property line of herein described carve off, N 87°10'54"W for a distance of 409.25' to the **Point of Beginning**. Containing 69,131.81 Sq. Ft. or 1.587 Acres, this according to a field survey made by Energy Land & Infrastructure, LLC. Dated October, 2016



Bushnell Property Description

Land situated in Williamson County, Tennessee, being shown on Tax Map 117, Parcel 17.05, and is currently known as a portion of the lands owned by Justin, etux., Amanda Sparks Bushnell of record in Book 3692, Page 646, in the Register's Office of Williamson County, Tennessee (R.O.W.C., TN.), and being more particularly described as follows;

Commencing at an iron rebar (old) as called for in the easterly right of way of Lewisburg Pike, thence, N 04°01'03"E for a distance of 175.35' to the **Point of Beginning**, said point being a t-post (old), having coordinates of N: 550957.05, E: 1717094.15, said t-post found in the east margin of Lewisburg Pike; thence, along said right of way, N 04°01'00"E for a distance of 176.76' to a t-post (old), said post being a southwest corner of Walter and Arthur Bates property as recorded in Book 2633, P.136 (R.O.W.C., TN.), and the northwest corner of herein described property; thence, leaving said east margin along the north property line of herein described property, S 87°10'54"E for a distance of 1690.67' to a point in the west line of Stream Valley Section 5, P.B.58, P.646 (R.O.W.C., TN.); thence, along said west line, S 02°43'25"E for a distance of 327.15' to a t-post (old), said post being a northerly corner of the Westbrook property recorded in Book 6318, P.201 (R.O.W.C., TN.); and the southeast corner of herein described property; thence, with the north property line of said Westbrook, N 88°03'20"W for a distance of 384.60' to a t-post (old), said post being the southeast corner of a separate parcel of the Bushnell property recorded in Book 3692, Page 646 (R.O.W.C., TN.) and the southwesterly most corner of herein described property; thence, along the east property line of said Bushnell property, and a west property line of herein described property, N 06°35'22"W for a distance of 164.00' to a iron rod (new), said iron rod being the northeast corner of said Bushnell property; thence, along the north property line of the Bushnell property, and a southerly line of herein described property, N 87°29'21"W for a distance of 1314.62' to the **Point of Beginning**. Containing 355,364.50 Sq. Ft. or 8.158 Acres, this according to a field survey made by Energy Land & Infrastructure, LLC. Dated October, 2016



RESOLUTION 2017-26

**A RESOLUTION AUTHORIZING THE INSTALLATION OF NO TRUCK
SIGNS ON EAST MCEWEN DRIVE FROM COOL SPRINGS BLVD TO
WILSON PIKE**

WHEREAS, as part of the FY 2017-2026 Capital Investment Program, East McEwen Drive Improvements Project was selected by the Board of Mayor and Aldermen as a high priority project; and

WHEREAS, in January 2017, City staff installed additional signage and guardrail on East McEwen Drive to help improve the safety of the roadway; and

WHEREAS, in March 2017, the Board of Mayor and Aldermen approved a construction contract with Superior Traffic Control, Inc., in the amount of \$93,267.70 for the East McEwen Drive Safety Enhancement Project; and

WHEREAS, to further improve the safety of East McEwen Drive, the Board of Mayor and Aldermen desire to limit truck traffic to local deliveries only.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS: The City of Franklin Street Department is authorized to install "No Truck" signs on East McEwen Drive as conceptually shown in Exhibit A.

IT IS SO RESOLVED AND DONE on this the ____ day of _____, 2017.

ATTEST:

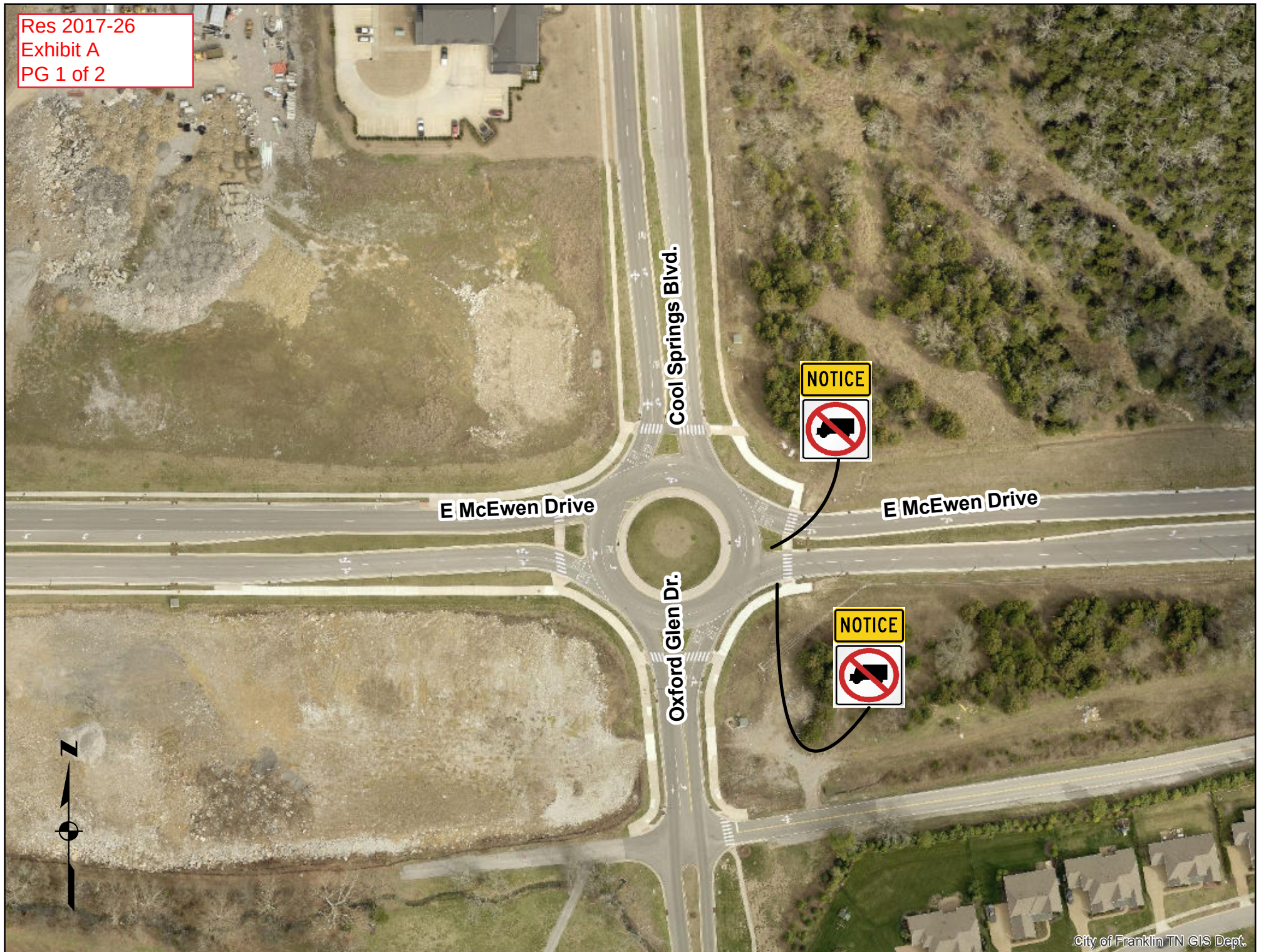
CITY OF FRANKLIN, TENNESSEE:

By: _____
ERIC S. STUCKEY
City Administrator/Recorder

By: _____
DR. KEN MOORE
Mayor

Approved As To Form By:

Shauna R. Billingsley
City Attorney







Type of Availability Requested:		CHECK ALL THAT APPLY: ☒ Water ☒ Sewer	
Project Name (If Applicable)			
Subdivision, Section, Lot		IN UGB ADJOINING HIGHGATE	
Map & Parcel(s) #		MAP 053 PARCEL 10.04	
Property Address		1134 BEECHS TAVERN TRAIL FRANKLIN, TN 37069	
City Project # (If Applicable)			
Applicant's Name & Company		KYLE J. DOYEL	
Applicant's Address		1134 BEECHS TAVERN TRAIL FRANKLIN, TN 37069	
Applicant's Email & Phone #		KYLE_DOYEL@KYZEN.COM 615-585-2705	
Anticipated Water Meter Size(s) (see chart on pg. 3).		EXISTING 3/4" SUBDIVISION - 1 - 3/4"	
Sewage Flow Calculations: Use the City of Franklin projected flow examples sheet -pg.4 EXISTING ON SEPTIC TANK SUBDIVISION 1 - SINGLE FAMILY DWELLING 350 GPD - SEE COVER LETTER & ATTACHMENTS			
Anticipated sewage flows. Information Required for Sewer Service		350 GPD	
FOR OFFICE USE ONLY:	SFUE:	Sewage Flow Calculations Reviewed & Approved By:	

Date Submitted: Oct 6, 2016

October 6, 2016

City of Franklin Tennessee
Engineering Department
Franklin, TN 37064

RE: Request for Water and Sewer – 1134 Beechs Tavern Trail/Windsor Way minor parcel subdivision

Via e-mail: EngineeringMBX@franklintn.gov

Dear Engineering Department,

I respectfully submit the attached Request for Water and Sewer to the City to begin the process to request sewer service to my property. In this letter I outline particulars of what I am trying to accomplish in addition to steps I have taken prior to making this application.

Location: 1134 Beechs Tavern Trail, Franklin, TN 37069

Owner: Kyle J. Doyel

Parcel Number: 053 01004 00008053

Size: 6.04 Acres

Current Jurisdiction: Unincorporated Williamson County, in Franklin UGB and adjoins Franklin City Limit.

Water & Sewer Availability: Enclosed are maps showing the existing water and sewer lines next to the property on Windsor Way. The sewer lines were installed as part of the Highgate Special Assessment District in 2008 when the City of Franklin annexed Highgate Subdivision. The existing house is serviced by Mallory Valley Utility District and has two septic systems located on the property near the house.

Site Plan: Create a minor subdivision to separate the parcel into two pieces (See enclosed attachment). One parcel with contain 3-5 acres and the existing house serviced by Beechs Tavern Trail. This property is currently on a septic system and water is supplied by Mallory Valley Utility District. The newly created parcel will contain 1-3 acres and be serviced from Windsor Way. Exact line to be determined at a later date depending on which entity has jurisdiction over the minor subdivision (Williamson County or City of Franklin).

Scope and action taken on the project:

Over the course of the last 9 months I have contacted several professionals to assist me in separating my land into two parcels per the site plan.

I have had the property surveyed by Arrowhead Survey in June 2016 and staked the portion of the property next to Windsor Way in order to conduct a preliminary soil study. The preliminary soil study was done in August 2016 by Earth Search LLC. The study indicated that the soil was able to support a septic system but only for a two bedroom home given the topography and shape of the new potential parcel.

In August 2016 I had a Pre Application meeting with the Williamson County Planning Department and Department of Sewage Disposal. In the meeting I received the following feedback to my request to do a minor subdivision:

- 1) The County could approve the minor subdivision provided that I separated the property leaving 5 acres with the current house and the remaining 1.06 acres allocated to the parcel adjoining Windsor Way
- 2) Given this separation, and my desire for a 4 bedroom house, the county would approve the subdivision if I could get a Letter from the City of Franklin allowing me access to the sewer system on Windsor Way parcel for the disposal of sewerage from the property.

Based on this information I am making this formal request for access to the sewer that lies in front of my property on Windsor Way.

I am not an expert in this area and understand that such a request to the City of Franklin for service to a property that lies in the County may not be feasible based on current laws and regulations. Please advise me as to the steps I will need to take in order to accomplish the minor subdivision of my property.

Thanks you in advance for reviewing my request, I appreciate your guidance on my project. Feel free to contact me by phone or via my email. I am available in person to meet and discuss this application if that would be helpful.

Regards,



Kyle J. Doyel
1134 Beechs Tavern Trail
Franklin, TN 37069
615-585-2705
Kyle_Doyel@kyzen.com



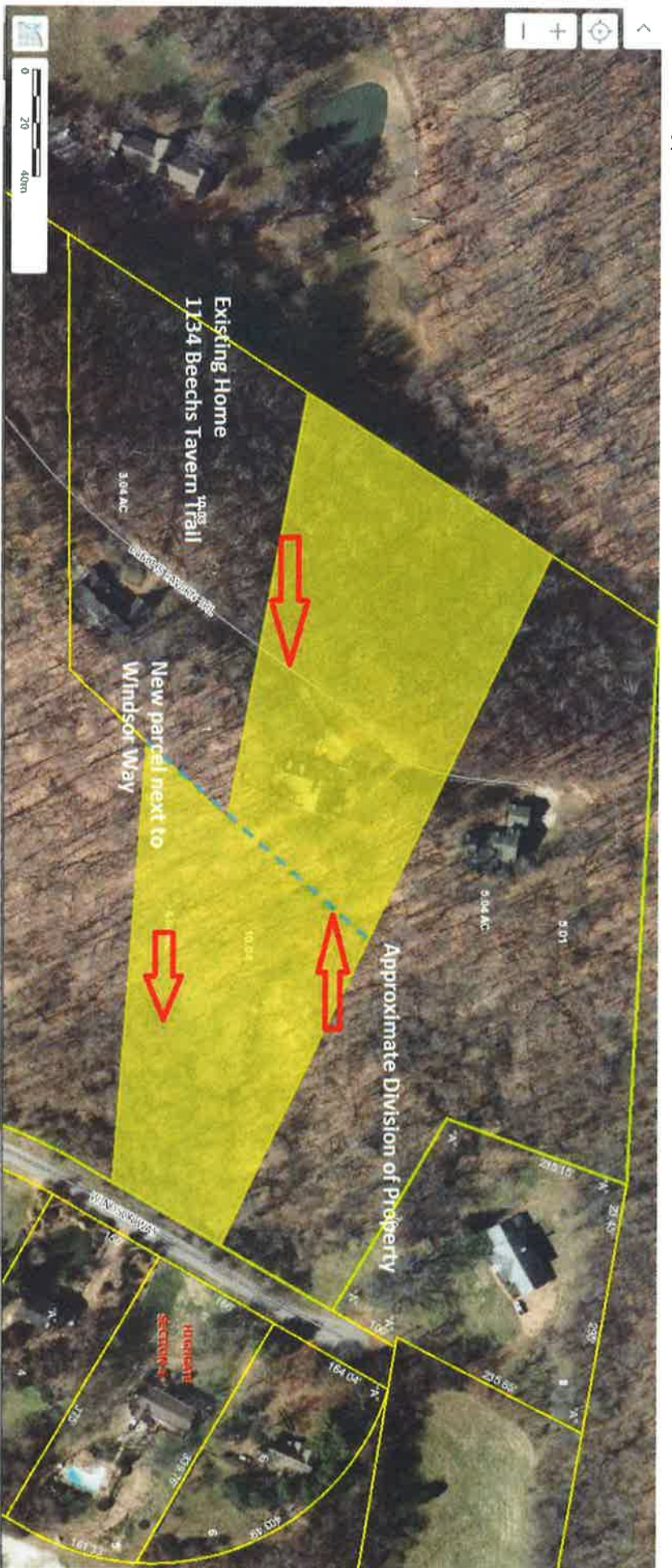
LOCATION OF PEVENTY

1134 Beech Tavern

Navigation Tools
Pan Zoom In Zoom Out Image View Full Extent Print



SITE PLAN

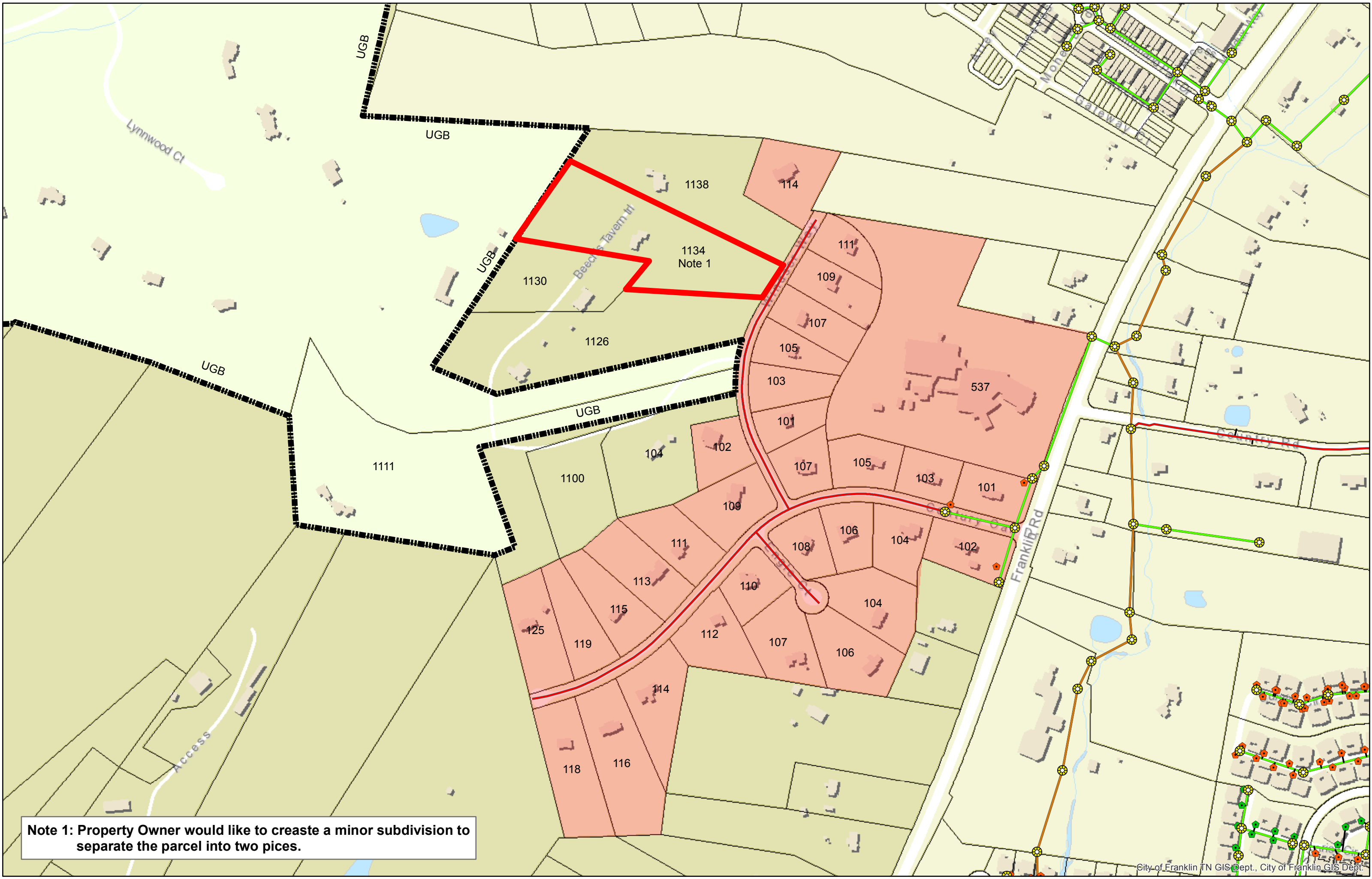


Zoomed out view



Sewer lines along Windsor Way in the Highgate Subdivision. This is part of a special assessment. The sewer line itself is a 2 inch forced main and the connected parcels all have grinder pumps.





Note 1: Property Owner would like to creaste a minor subdivision to separate the parcel into two pices.

RESOLUTION 2009-13

TO BE ENTITLED: "A RESOLUTION TO SET THE 2009 PROPERTY ASSESSMENTS FOR THE HIGHGATE SUBDIVISION AREA SPECIAL ASSESSMENT DISTRICT."

WHEREAS, on July 8, 2008, the Board of Mayor and Aldermen for the City of Franklin approved Resolution 2008-21, "A Resolution To Authorize The Construction Of Sewer Improvements In The Highgate Subdivision Area"; and

WHEREAS, said Resolution 2008-21 established the Special Assessment District for the sanitary sewer improvements for the Highgate Subdivision Area after a public hearing that revealed no objections to said Special Assessment District; and

WHEREAS, the sanitary sewer improvements for the Highgate Subdivision Area have been completed at a cost benefiting the properties within the District of \$204,586.50, which is approximately \$16,500.00 less than the estimated cost of the improvements as provided in Resolution 2008-21;

NOW THEREFORE, BE IT RESLOVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the 2009 Highgate Subdivision Area property assessments are as follows:

Str #	STREET NAME	PARCEL ID	TOTAL ASSESSMENT
110	Century Oak Dr	053H-A-001.00	\$7,800
107	Engle Ct	053H-A-002.00	\$6,960
106	Engle Ct	053H-A-003.00	\$9,030
104	Engle Ct	053H-A-004.00	\$7,260
108	Century Oak Dr	053H-A-005.00	\$7,613
106	Century Oak Dr	053H-A-006.00	\$7,560
104	Century Oak Dr	053H-A-007.00	\$6,757
102	Century Oak Dr	053H-A-008.00	\$7,500
101	Century Oak Dr	053H-A-009.00	\$5,567
103	Century Oak Dr	053H-A-010.00	\$6,830
105	Century Oak Dr	053H-A-011.00	\$6,907
107	Century Oak Dr	053H-A-012.00	\$7,529
109	Century Oak Dr	053H-A-013.00	\$7,280

Str #	STREET NAME	PARCEL ID	TOTAL ASSESSMENT
111	Century Oak Dr	053H-A-014.00	\$6,560
113	Century Oak Dr	053H-A-015.00	\$6,902
115	Century Oak Dr	053H-A-016.00	\$7,185
	Century Oak Dr	053H-A-017.00	\$397
125	Century Oak Dr	053H-A-018.00	\$6,419
118	Century Oak Dr	053H-A-019.00	\$7,063
116	Century Oak Dr	053H-A-020.00	\$7,130
114	Century Oak Dr	053H-A-021.00	\$6,922
112	Century Oak Dr	053H-A-022.00	\$6,854
101	Windsor Way	053A-A-001.00	\$7,785
105	Windsor Way	053A-A-003.00	\$6,869
107	Windsor Way	053A-A-004.00	\$6,536
109	Windsor Way	053A-A-005.00	\$8,334
111	Windsor Way	053A-A-006.00	\$7,529
102	Windsor Way	053A-A-007.00	\$7,664
114	Windsor Way	053A-A-008.00	\$9,844
537	Franklin Road	053-007.00	\$0
537	Franklin Road	053-009.00	\$0
TOTAL - 2009			\$204,587

BE IT FURTHER RESOLVED by the Board of Mayor and Aldermen that, although the above property assessment for each property within the Special Assessment District is due February 28, 2010, Resolution 2008-21 has established the right of the property owners to pay off their assessment in monthly installments over a ten (10) year term, but such that, if any monthly payment shall become delinquent thirty (30) days after it is due and payable, then the whole balance of the improvement assessment shall become delinquent and be subject to all penalties and interest as provided.

IT IS SO RESOLVED AND DONE on this 26th day of May, 2009.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: 
ERIC S. STUCKEY
City Administrator/Recorder

By: 
JOHN C. SCHROER
Mayor



HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

April 30, 2009

TO: Board of Mayor and Aldermen

FROM: David Parker, City Engineer/CIP Executive
Eric Stuckey, City Administrator

SUBJECT: Resolution 2009-13 - 2009 Property Assessments for Highgate

Purpose

The purpose of this memorandum is to enable the Board of Mayor and Aldermen (BOMA) to set the assessments for the properties within the special assessment district for the Highgate Subdivision Area Sanitary Sewer Improvement.

Background

On July 8, 2008, BOMA approved Resolution 2008-21, "A Resolution to Authorize the Construction of Sewer Improvements in the Highgate Subdivision Area." This resolution established the special assessment district in accordance with T.C.A. §§ 7-33-101 to 314. The resolution also established the right for the property owners within this district to pay off the total assessment over a term of 10 years at a 4.5% per annum interest rate. In addition, the City's Sanitary Sewer Access Fee and Installation Fee for each property tap have been waived for this district.

Resolution 2009-13 has been drafted to set the assessment for each property within the district for 2009. These assessments are calculated using the final construction costs for that portion of the improvements project that directly benefit the properties within the district.

Financial Impact

The proposed resolution provides for the payback over time of the capital cost (204,586.50) plus interest for the sanitary sewer improvements within the assessment district.

Recommendation

Staff recommends approval of Resolution 2009-13.



HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

Str #	STREET NAME	PARCEL ID	TOTAL ASSESSMENT
110	Century Oak Dr	053H-A-001.00	\$7,800
107	Engle Ct	053H-A-002.00	\$6,960
106	Engle Ct	053H-A-003.00	\$9,030
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105	Century Oak Dr	053H-A-011.00	\$6,907
107	Century Oak Dr	053H-A-012.00	\$7,529
109	Century Oak Dr	053H-A-013.00	\$7,280
111	Century Oak Dr	053H-A-014.00	\$6,560
113	Century Oak Dr	053H-A-015.00	\$6,902
115	Century Oak Dr	053H-A-016.00	\$7,185
	Century Oak Dr	053H-A-017.00	\$397
125	Century Oak Dr	053H-A-018.00	\$6,419
118	Century Oak Dr	053H-A-019.00	\$7,063
116	Century Oak Dr	053H-A-020.00	\$7,130
114	Century Oak Dr	053H-A-021.00	\$6,922
112	Century Oak Dr	053H-A-022.00	\$6,854
101	Windsor Way	053A-A-001.00	\$7,785
105	Windsor Way	053A-A-003.00	\$6,869
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109	Windsor Way	053A-A-005.00	\$8,334
111	Windsor Way	053A-A-006.00	\$7,529
102	Windsor Way	053A-A-007.00	\$7,664
114	Windsor Way	053A-A-008.00	\$9,844
537	Franklin Road	053-007.00	\$0
537	Franklin Road	053-009.00	\$0
TOTAL - 2009			\$204,587



CITY of FRANKLIN

SPECIAL ASSESSMENT IMPLEMENTATION POLICY FOR THE HIGHGATE SUBDIVISION

This policy provides the procedures associated with extending the sewer system and services to the residents of the Highgate subdivision in accordance with the Board of Mayor and Aldermen (BOMA) approved actions.

Resolution 2008-21 approved Highgate subdivision to have public sanitary sewer extended throughout the subdivision and created a mechanism for the City of Franklin to recoup its costs for constructing and installing the system by assessing the benefited properties for the costs of construction. Furthermore, Resolution 2008-21 provided that the costs of the total assessment authorized may be paid to the City over a period of ten (10) years in monthly payments. Interest costs shall apply to the monthly payments.

Construction of the Highgate sewer system main was specified by the City and awarded by contract to Civil Constructors on January 27, 2009. The final construction cost of installing the main disposal lines was TWO HUNDRED FOUR THOUSAND FIVE HUNDRED EIGHTY-SIX AND 50/DOLLARS (\$204,586.50). Pursuant to Resolution 2009-13, this is the amount of the costs to be assessed to the individual properties. The City of Franklin absorbed engineering and easement costs.

The majority of the sanitary sewer extension is a low pressure system that requires the installation of grinder pumps for connection for all but three of the properties in Highgate. Specifications were provided by the City and a maintenance agreement is required prior to installation. Residents are responsible for connection costs, including obtaining the necessary permits and abandoning the existing septic systems in accordance with Williamson County regulations as well as on-going maintenance of the sewer system on their property. Separate guidance was provided for the purposes of abandoning the existing septic systems and for installing an acceptable sanitary sewer connection (letter to residents from the City dated April 15, 2009).



Each property owner is responsible for paying the connection fees (application, SDF and EDF). The City has agreed to waive the Access and Installation fees. Upon issuance of the sewer availability letter by the City, the customer is to pay their portion of these fees in full prior to obtaining the building permits and connecting to the City's sanitary sewer line. Plumbing and electrical inspections will be performed by the City upon completion of the installation and prior to backfilling the sewer line from the house to the street.

The properties identified to be included in this special assessment are identified in Resolution 2008-21. Two (2) properties (053---00700 and 053---00900) are tax exempt and are not included in the assessment. Those properties will have sewer available through sewer extension to the Clearview Baptist Church and funded by the church. The other twenty nine (29) properties will pay the cost of construction and be assessed based on a proportionate share of the assessed value of the property as compared to the total assessed value of the properties. All but one parcel has a residence on the property and the lower assessed value is recognized on the individual assessment.

The assessment shall be made annually and shall be presented on the property tax bill as a separate line item. The assessment will be made each year during the ten (10) years based on properties with balances still outstanding. However, property owners have the option of paying the balance off entirely at any time during the assessment period without penalty. Properties with outstanding balances will be rolled forward and the assessment percent will be reset based on the percent of that property's assessed value to the total for the unpaid balances in that year. Once a property owner has paid the amount of their individual assessment they will no longer be included in the annual assessments.

Monthly payment provisions will be made available to the property owners as a line item on the monthly utility bill presented by the City, and will be interest bearing. The monthly billed amount will reflect the ten (10) year amortization amount including interest for the month. These utility service bills shall be due according to the provisions of the City of Franklin Municipal Code. Failure to pay the utility service bill in full each month in accordance with the City of Franklin Municipal Code payment provisions shall result in the entire assessment amount



being due and payable within thirty (30) days. Disconnection of water service shall be in accordance with City policy and agreement with the water district. Automatic draft is required for any customer desiring monthly payments.

Utility service agreements will be put into place with each property owner for continued service. These agreements shall be specially developed outlining responsibilities and the uniqueness of the particular assessment district. Property ownership changes shall result in the entire assessment being due immediately and to be paid to the City prior to sale of the property and obtaining utility service from the City.

Accounting transfers shall occur monthly to transfer monies collected thru the utility service bill to the applicable assessment accounts. Individual loan accounts will need to be established for each customer loan account and software will need to be obtained to ensure the City's investment is repaid.

RESOLUTION 2007-51

TO BE ENTITLED: "A RESOLUTION TO AUTHORIZE THE CONSTRUCTION OF SEWER IMPROVEMENTS IN THE HIGHGATE SUBDIVISION AREA."

WHEREAS, the City of Franklin, by Ordinance 2005-93, has annexed into the City some 70.24 acres located west of Franklin Road and south of Country Road, generally known as the Highgate Subdivision; and

WHEREAS, pursuant to T.C.A. §§ 7-33-101 to 314, the Board of Mayor and Aldermen of the City has determined that it would be in the best interest of the property owners residing in the annexed area and of the public generally to construct sanitary sewer improvements in the area hereinafter described and to assess a portion of the cost of the said improvements against the properties to be benefited;

NOW THEREFORE, THE BOARD OF MAYOR AND ALDERMEN OF THE CITY RESOLVES AS FOLLOWS:

1. The following sanitary sewer improvements shall be constructed:

SEE DESCRIPTION OF LOCATION, NATURE AND SCOPE OF IMPROVEMENTS IN FEBRUARY 16, 2007 LETTER FROM SMITH SECKMAN REID ATTACHED AS EXHIBIT "A".

2. The geographic limits of the properties to be benefited are as follows:

Map-Parcel	Acres
53H-A-01.00	1.20
53H-A-02.00	1.81
53H-A-03.00	1.92
53H-A-04.00	1.93
53H-A-05.00	1.30
53H-A-06.00	1.26
53H-A-07.00	1.20
53H-A-08.00	1.40
53H-A-09.00	1.30
53H-A-10.00	1.27
53H-A-11.00	1.20
53H-A-12.00	1.20
53H-A-13.00	1.79
53H-A-14.00	1.51
53H-A-15.00	1.80
53H-A-16.00	1.69
53H-A-17.00	1.67
53H-A-18.00	2.22
53H-A-19.00	2.58
53H-A-20.00	3.18
53H-A-21.00	2.41
53H-A-22.00	1.84
53A-A-01.00	2.09
53A-A-03.00	1.07

53A-A-04.00	1.30
53A-A-05.00	1.39
53A-A-06.00	0.97
53A-A-07.00	1.19
53A-A-08.00	1.84
53-07.00	2.90
53-09.00	14.58

Commencing at the west right-of-way line of Franklin Road and the south right-of-way line of Country Road, if extended; thence south 280 feet along the west right-of-way line of Franklin Road to a northeast corner of parcel 9.00, Map 53H-A, all parcels being referenced to Tennessee State Board of Equalization Maps, as may be revised, which is also the point of beginning.

Thence south 180 feet along the east line of parcel 9.00 to the southeast corner of parcel 9.00, which is also a point along the north right-of-way line of Century Oak Drive; thence south 60 feet along the east line of parcel 9.00, if extended, to a point along the south right-of-way line of Century Oak Drive, which is also the northeast corner of parcel 8.00, Map 53HG-A; thence south 205 feet along the east line of parcel 8.00 to the southeast corner of parcel 8.00; thence west 340 feet along the south line of parcel 8.00 to the southwest corner of parcel 8.00, which is also a point along the east line of parcel 7.00, Map 53H-A; thence south 580 feet along the east lines of parcels 7.00, 4.00, Map 53H-A, and 3.00, Map 53H-A, to the southeast corner of parcel 3.00; thence west 800 feet along the south lines of parcels 3.00, 2.00, Map 53H-A, and 22.00 Map 53H-A, to the southwest corner of parcel 22.00; thence south 685 feet along the east lines of parcels 21.00, Map 53H-A, and 20.00, Map 53H-A, to the southeast corner of parcel 20.00; thence west 390 feet along the south lines of parcels 20.00 and 19.00, Map 53H-A, to the southwest corner of parcel 19.00; thence northwest 530 feet along the west line of parcel 19.00 to the northwest corner of parcel 19.00, which is also a point along the south right-of-way line of Century Oak Drive; thence northwest 60 feet along the west line of parcel 19.00, if extended, to the southwest corner of parcel 18.00, Map 53H-A, which is also a point along the north right-of-way line of Century Oak Drive; thence northwest 450 feet along the west line of parcel 18.00 to the northwest corner of parcel 18.00; thence northeast 876 feet along the north lines of parcels 18.00, 17.00, Map 53H-A, 16.00, Map 53H-A, 15.00, Map 53H-A, 14.00, Map 53H-A, and 13.00, Map 53H-A, to the southwest corner of parcel 7.00, Map 53A-A; thence north 265 feet along the west line of parcel 7.00 to the northwest corner of parcel 7.00; thence east 195 feet along the north line of parcel 7.00 to the northeast corner of parcel 7.00, which is also the west right-of-way line of Windsor Way; thence generally north 800 feet along the west right-of-way line of Windsor Way to the southeast corner of parcel 8.00, Map 53A-A; thence northwest 275 feet along the south line of parcel 8.00 to the southwest corner of parcel 8.00; thence north 240 feet along the west line of parcel 8.00 to the northwest corner of parcel 8.00; thence east 313 feet along the north line of parcel 8.00 to the northeast corner of parcel 8.00; thence southwest 260 feet along the east line of parcel 8.00 to a southeast corner of parcel 8.00; thence east 15 feet along a line of parcel 8.00 to the northwest corner of the west right-of-way line of Windsor Way; thence east 55 feet along the north line of parcel 9.00, Map 53, if extended, to the northwest corner of parcel

9.00, Map 53; thence generally east and south 1,320 feet along the north lines of parcels 9.00 and 7.00, Map 53, to a northeast corner of parcel 7.00, which is also a point along the west right-of-way line of Franklin Road; thence south 780 feet along the west right-of-way line of Franklin Road to the northeast corner of parcel 9.00, Map 53H-A, which is also the point of beginning, and containing 65.01 acres in parceled land.

3. Based upon a preliminary estimate prepared by David Parker, City Engineer, a engineer licensed by the State of Tennessee, the total costs of the above improvements is \$ 231,866.

4. It is the intention of the Board that one hundred percent (100%) of the cost of the improvements shall be assessed against the benefited properties listed in paragraph 2 and that improvement assessments shall be assessed annually against the benefited property in the proportion that the assessed value of each lot or parcel bears to the whole assessed value of the benefited properties, pursuant to T.C.A. §§7-33-310 to 314.

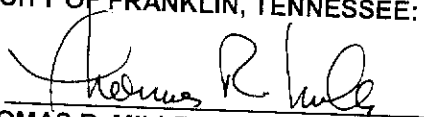
5. It is understood that the City is bound by the terms of this resolution as to the estimated cost of the project, however, the total cost assessed may exceed the estimate by up to 10%.

6. A public hearing shall be held on June 12th, 2007, at 7:00 P.M. before the Board of Mayor and Aldermen, at which time the benefited property owners shall appear and be heard on the issue of whether the proposed improvements shall be undertaken as planned, or abandoned; whether the nature and scope of the improvements should be altered; and whether the improvements should be financed through the issuance of bonds on the "assessed value basis" as authorized by T.C.A. §§7-33-301 to 314.

IT IS SO RESOLVED AND DONE THIS 12th DAY OF JUNE, 2007.

ATTEST:

By: 
JAMES R. JOHNSON
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:
By: 
THOMAS R. MILLER
Mayor

RESOLUTION 2008-21

TO BE ENTITLED: "A RESOLUTION TO AUTHORIZE THE CONSTRUCTION OF SEWER IMPROVEMENTS IN THE HIGHGATE SUBDIVISION AREA."

WHEREAS, the City of Franklin, by Ordinance 2005-93, has annexed into the City some 70.24 acres located west of Franklin Road and south of Country Road, generally known as the Highgate Subdivision; and

WHEREAS, pursuant to T.C.A. §§ 7-33-101 to 314, the Board of Mayor and Aldermen of the City has determined that it would be in the best interest of the property owners residing in the annexed area and of the public generally to construct sanitary sewer improvements in the area hereinafter described and to assess a portion of the cost of the said improvements against the properties to be benefited;

NOW THEREFORE, THE BOARD OF MAYOR AND ALDERMEN OF THE CITY RESOLVES AS FOLLOWS:

1. The following sanitary sewer improvements shall be constructed:

A public sanitary sewer system for the Highgate Subdivision Area located in public rights-of-way and consisting of gravity and low pressure lines with all required appurtenances (such as manholes, air release valves, service connections to each property, etc.) for a fully operational system. Individual service lines within the properties, electrical & plumbing work, and the grinder pump assemblies shall be the responsibility of the individual property owners. The gravity sanitary sewer along with its appurtenances along Franklin Road shall be the responsibility of the City of Franklin.

2. The geographic limits of the properties to be benefited are as follows:

Map-Parcel	Acres
53H-A-01.00	1.20
53H-A-02.00	1.81
53H-A-03.00	1.92
53H-A-04.00	1.93
53H-A-05.00	1.30
53H-A-06.00	1.26
53H-A-07.00	1.20
53H-A-08.00	1.40
53H-A-09.00	1.30
53H-A-10.00	1.27
53H-A-11.00	1.20
53H-A-12.00	1.20
53H-A-13.00	1.79
53H-A-14.00	1.51
53H-A-15.00	1.80
53H-A-16.00	1.69
53H-A-17.00	1.67

53H-A-18.00	2.22
53H-A-19.00	2.58
53H-A-20.00	3.18
53H-A-21.00	2.41
53H-A-22.00	1.84
53A-A-01.00	2.09
53A-A-03.00	1.07
53A-A-04.00	1.30
53A-A-05.00	1.39
53A-A-06.00	0.97
53A-A-07.00	1.19
53A-A-08.00	1.84
53-07.00	2.90
53-09.00	14.58

Commencing at the west right-of-way line of Franklin Road and the south right-of-way line of Country Road, if extended; thence south 280 feet along the west right-of-way line of Franklin Road to a northeast corner of parcel 9.00, Map 53H-A, all parcels being referenced to Tennessee State Board of Equalization Maps, as may be revised, which is also the point of beginning.

Thence south 180 feet along the east line of parcel 9.00 to the southeast corner of parcel 9.00, which is also a point along the north right-of-way line of Century Oak Drive; thence south 60 feet along the east line of parcel 9.00, if extended, to a point along the south right-of-way line of Century Oak Drive, which is also the northeast corner of parcel 8.00, Map 53HG-A; thence south 205 feet along the east line of parcel 8.00 to the southeast corner of parcel 8.00; thence west 340 feet along the south line of parcel 8.00 to the southwest corner of parcel 8.00, which is also a point along the east line of parcel 7.00, Map 53H-A; thence south 580 feet along the east lines of parcels 7.00, 4.00, Map 53H-A, and 3.00, Map 53H-A, to the southeast corner of parcel 3.00; thence west 800 feet along the south lines of parcels 3.00, 2.00, Map 53H-A, and 22.00 Map 53H-A, to the southwest corner of parcel 22.00; thence south 685 feet along the east lines of parcels 21.00, Map 53H-A, and 20.00, Map 53H-A, to the southeast corner of parcel 20.00; thence west 390 feet along the south lines of parcels 20.00 and 19.00, Map 53H-A, to the southwest corner of parcel 19.00; thence northwest 530 feet along the west line of parcel 19.00 to the northwest corner of parcel 19.00, which is also a point along the south right-of-way line of Century Oak Drive; thence northwest 60 feet along the west line of parcel 19.00, if extended, to the southwest corner of parcel 18.00, Map 53H-A, which is also a point along the north right-of-way line of Century Oak Drive; thence northwest 450 feet along the west line of parcel 18.00 to the northwest corner of parcel 18.00; thence northeast 876 feet along the north lines of parcels 18.00, 17.00, Map 53H-A, 16.00, Map 53H-A, 15.00, Map 53H-A, 14.00, Map 53H-A, and 13.00, Map 53H-A, to the southwest corner of parcel 7.00, Map 53A-A; thence north 265 feet along the west line of parcel 7.00 to the northwest corner of parcel 7.00; thence east 195 feet along the north

line of parcel 7.00 to the northeast corner of parcel 7.00, which is also the west right-of-way line of Windsor Way; thence generally north 800 feet along the west right-of-way line of Windsor Way to the southeast corner of parcel 8.00, Map 53A-A; thence northwest 275 feet along the south line of parcel 8.00 to the southwest corner of parcel 8.00; thence north 240 feet along the west line of parcel 8.00 to the northwest corner of parcel 8.00; thence east 313 feet along the north line of parcel 8.00 to the northeast corner of parcel 8.00; thence southwest 260 feet along the east line of parcel 8.00 to a southeast corner of parcel 8.00; thence east 15 feet along a line of parcel 8.00 to the northwest corner of the west right-of-way line of Windsor Way; thence east 55 feet along the north line of parcel 9.00, Map 53, if extended, to the northwest corner of parcel 9.00, Map 53; thence generally east and south 1,320 feet along the north lines of parcels 9.00 and 7.00, Map 53, to a northeast corner of parcel 7.00, which is also a point along the west right-of-way line of Franklin Road; thence south 780 feet along the west right-of-way line of Franklin Road to the northeast corner of parcel 9.00, Map 53H-A, which is also the point of beginning, and containing 65.01 acres in parceled land.

Pursuant to T.C.A. §7-33-311, the Board may authorize additional properties to be benefitted by the improvements and make equitable provisions so that any later-added properties bear their proportional share of the costs of the improvements.

3. Based upon a preliminary estimate prepared by David Parker, City Engineer, a engineer licensed by the State of Tennessee, the total costs of the above improvements is \$ _221,000.00, which includes the construction costs for those improvements directly associated with providing a sanitary sewer collection system for the Highgate Subdivision. All improvements will be designed by, and construction supervised by, an engineer licensed by the State of Tennessee.

4. It is the intention of the Board that One Hundred (100%) of the cost of the improvements shall be assessed against the benefitted properties listed in paragraph 2 and that improvement assessments shall be assessed annually against the benefitted property in the proportion that the assessed value of each lot or parcel bears to the whole assessed value of the benefitted properties, pursuant to T.C.A. §§7-33-310 to 314. The Board hereby pledges the full faith and credit of the city to satisfy any deficiency in collections of assessments for the improvements.

5. The benefitted property owners shall pay off the total assessments authorized herein over a term of ten (10) years. Improvement assessments shall be made annually by the Board when the levy of municipal property taxes is made and such assessments shall be due at the same time or times as the

municipal property taxes are due, and shall be subject to the same penalties and interest, in the event of nonpayment, as are municipal property taxes. The Board may also permit benefitted property owners to pay in monthly installments. In the event any monthly payment shall be delinquent thirty (30) days after it is due and payable, and the whole balance of the improvement assessment shall then become delinquent and be subject to all penalties and interest as provided in this resolution.

6. An unpaid annual assessment, with penalty and interest, shall constitute a lien against the property, lot, or parcel against which it is assessed, shall attach as of the date the improvement assessment is made, and shall take precedence over all other liens, save those for state, county, and municipal property taxes, and any prior special assessments. Such liens shall otherwise have such priority and shall be enforceable as is provided in T.C.A. §7-33-314.

7. It is understood that the City is bound by the terms of this resolution as to the estimated cost of the project, however, the total cost assessed may exceed the estimate by up to 10%.

8. Once the proposed improvements are complete, each benefitted property shall have one hundred eighty (180) days from receipt of notice from the Public Works Department of the City of Franklin, to connect to such facilities, as provided in Section 18-204 (4), or as amended, of the Franklin Municipal Code and all tap, access, and system development fees shall be due at the time the connection is made, and thereafter the benefitted owner shall be billed monthly for sewer services as are all other customers of the sanitary sewer system of the City.

9. To the extent that individual grinder pumps are installed as part of the improvements, the cost of the individual pump station, service line to the collection system in the public right-of-way, and the electrical service installation thereof shall be borne by the benefitted property owner and the cost of future maintenance, including electrical service, by the benefitted property owner. The municipality shall have the right to provide emergency repair and/or replacement to mitigate or prevent sanitary sewer overflows or by-passes for the individual property owner improvements and shall be reimbursed all costs associated with such repair and/or replacement.

10. A public hearing was held on July 8, 2008 at 7:00 P.M. before the Board of Mayor and Aldermen, at which time the benefitted property owners appeared and were heard on the issue of whether

the proposed improvements shall be undertaken as planned, or abandoned; whether the nature and scope of the improvements should be altered; and whether the improvements should be financed through the issuance of bonds on the "assessed value basis" as authorized by T.C.A. §§7-33-301 to 314.

11. Following the said public hearing, the Board (confirmed, amended or rescinded) this original resolution, as its final action pursuant to TCA §7-33-304. Such final action shall be the final determination of all issues presented, unless the owner of any property to be benefited files, within ten (10) days of such final action, a petition for certiorari in the Williamson County Circuit Court, to review such action.

IT IS SO RESOLVED AND DONE THIS 8th DAY OF JULY 2008.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

RUSSELL TRUETT

City Administrator/Recorder

By: _____

JOHN SCHROER

Mayor

John C. Schroer
Mayor



CITY OF FRANKLIN
TENNESSEE

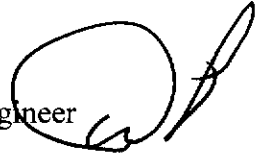
"Providing Innovation for the Future While Maintaining A Connection to the Past."

David Parker, PE
Assistant City Administrator
Public Works & Utilities / City Engineer

Eric J. Gardner, PE
Director
Engineering Department

MEMORANDUM

TO: Board of Mayor and Aldermen
Russ Truell, Interim City Administrator

FROM: David Parker, ACA for Public Works & Utilities/City Engineer 

DATE: June 26, 2008

RE: **Highgate Subdivision Assessment District
Resolution 2008-21**

Attached are copies of Resolution 2008-21, Notice of Public Hearing, Highgate Sewer Cost spread sheet, and a Sanitary Sewer Project Schedule for your information and use. We have mailed a letter to all the residents of the Highgate Assessment Area notifying them of the public hearing and providing them with copies of the Notice of Public Hearing, Resolution 2008-21, and the estimated assessment for their individual property.

You will note that we have not completed paragraph 1 of the Proposed Resolution as it still states "Here Insert Project Description." We have intentionally left this description out waiting the final outcome of the public hearing. The cost used for the assessment calculations is that cost as estimated based on the elements of the project that we (staff) believe are intended to be included as eligible costs and does not include the cost of the grinder pump assemblies. With these assumptions paragraph 1 would read;

"A public sanitary sewer system for the Highgate Subdivision Area located in public rights-of-way and consisting of gravity and low pressure lines with all required appurtenances (such as manholes, air release valves, service connections to each property, etc.) for a fully operational system. Individual service lines within the properties, electrical & plumbing work, and the grinder pump assemblies shall be the responsibility of the individual property owners. The gravity sanitary sewer along with its appurtenances along Franklin Road shall be the responsibility of the City of Franklin."

Should the above assumptions be altered as to what is paid for by whom, we will need to alter the Project Description as well as the assessment calculations.

NOTICE OF PUBLIC HEARING

The Board of Mayor and Aldermen ("Board") hereby gives notice, pursuant to T.C.A. §7-33-303 that on Tuesday, July 8, 2008, at 7:00 P.M. the Board will conduct a public hearing with respect to the construction of sewer improvements in the Highgate Subdivision Area, as described in Resolution 2008-21, which is published herewith. At this hearing, owners of property to be benefited by such improvements may appear and be heard on the following issues:

1. Whether the proposed improvements should be undertaken as planned, or abandoned;
2. Whether the nature and scope of the improvements should be altered;
3. Whether the improvements should be financed through the issuance of bonds on an "assessed value basis" as authorized in this part.

RUSSELL B. TRUELL
INTERIM CITY ADMINISTRATOR / RECORDER

Highgate Subdivision Sanitary Sewer Project & Assessment District Schedule

June 2, 2008
David Parker

Assessment Resolution; Public Hearing BOMA Adoption	July 8, 2008 July 22, 2008
Easement Acquisition Completion	August 1, 2008
Construction; Advertisement for Bid Receive Construction Bids BOMA Award Construction Contract Notice to Proceed With Construction Construction Completion (150 days)	July 20, 2008 August 14, 2008 August 26, 2008 September 1, 2008 January 30, 2009

CITY OF FRANKLIN

Highgate Sewer Cost - Combined (061908 Estimate)

Construction Cost \$221,000

Bond Issuance Cost
(0.18%)

\$398

Assessment District
Cost

\$221,398

TAP FEES (One time for any scenario chosen)
Usual and customary fees

Proposed for Highgate homeowner (Pay in advance and waive Access & Installation)

Applic Fee	SDF	ACCESS	INSTALL	EDF	TOTAL
\$25	\$1,444	\$2,100	\$263	\$450	\$4,257
\$25	\$1,444	\$0	\$0	\$450	\$1,894

100 PERCENT COST ALLOCATED TO HOMEOWNER LESS ENGINEERING

Str #	STREET NAME	OWNER	PARCEL ID	2007 APPRAISED LAND VALUE	2007 IMPROV VALUE	2007 APPRAISED VALUE	2007 ASSESSED VALUE	% of TOTAL ASSESSMENT	COST TO HOMEOWNER (before interest)	10 Year Payback (Monthly)	10 Year Payback (Annual)
INTEREST RATE (Based on COF cost of capital)											
110	Century Oak Dr	Mikel, Brian J & Julia A	053H-A-001.00	\$90,000	\$263,500	\$353,500	\$88,375	3.81%	\$8,441	4.50%	\$1,067
107	Engle Ct	Wilson, Gene & Anita	053H-A-002.00	\$90,000	\$225,400	\$315,400	\$78,850	3.40%	\$7,532	\$78	\$952
106	Engle Ct	Powell, Thomas w Jr & Deborah	053H-A-003.00	\$90,000	\$319,200	\$409,200	\$102,300	4.41%	\$9,772	\$101	\$1,235
104	Engle Ct	McCalla Kerry A & Lynne	053H-A-004.00	\$90,000	\$239,000	\$329,000	\$82,250	3.55%	\$7,856	\$81	\$993
108	Century Oak Dr	Rudd, John R. & Margaret A Schuyler	053H-A-005.00	\$90,000	\$255,000	\$345,000	\$86,250	3.72%	\$8,238	\$85	\$1,041
106	Century Oak Dr	Baker, Gregory A & Suzanne	053H-A-006.00	\$90,000	\$252,600	\$342,600	\$85,650	3.70%	\$8,181	\$85	\$1,034
104	Century Oak Dr	Breedon, Phillip A & Jeanette	053H-A-007.00	\$90,000	\$216,200	\$306,200	\$76,550	3.30%	\$7,312	\$76	\$924
102	Century Oak Dr	Hope, Ronald W	053H-A-008.00	\$81,000	\$258,900	\$339,900	\$84,975	3.67%	\$8,117	\$84	\$1,026
101	Century Oak Dr	Horton, Chase A. Jr	053H-A-009.00	\$90,000	\$162,300	\$252,300	\$63,075	2.72%	\$6,025	\$62	\$761
103	Century Oak Dr	Kiser, Dwight E & Sarajane M	053H-A-010.00	\$90,000	\$219,500	\$309,500	\$77,375	3.34%	\$7,391	\$77	\$934
105	Century Oak Dr	Harbers, Michael & Margaret	053H-A-011.00	\$90,000	\$223,000	\$313,000	\$78,250	3.36%	\$7,474	\$77	\$945
107	Century Oak Dr	Bartels, Marvin W & Mary Lou	053H-A-012.00	\$90,000	\$251,200	\$341,200	\$85,300	3.68%	\$8,148	\$84	\$1,030
109	Century Oak Dr	Coughlin, John & Jacqueline	053H-A-013.00	\$90,000	\$239,900	\$329,900	\$82,475	3.56%	\$7,878	\$82	\$996
111	Century Oak Dr	Jennings, Harold W & Cynthia	053H-A-014.00	\$90,000	\$207,300	\$297,300	\$74,325	3.21%	\$7,099	\$74	\$897
113	Century Oak Dr	Wade, Gregory & Mary Jane	053H-A-015.00	\$90,000	\$222,800	\$312,800	\$78,200	3.37%	\$7,470	\$77	\$944
115	Century Oak Dr	Caprio, Francis J & Mary G.	053H-A-016.00	\$90,000	\$235,600	\$325,600	\$81,400	3.51%	\$7,775	\$81	\$983
	Century Oak Dr	Freeman, Harold Page	053H-A-017.00	\$18,000	\$0	\$18,000	\$4,500	0.19%	\$430	\$4	\$54
125	Century Oak Dr	Teague, Daryl & Jeanette F.	053H-A-018.00	\$90,000	\$200,900	\$290,900	\$72,725	3.14%	\$6,947	\$72	\$878
118	Century Oak Dr	Kline, Gavin D. & Toni	053H-A-019.00	\$90,000	\$230,100	\$320,100	\$80,025	3.45%	\$7,644	\$79	\$966
116	Century Oak Dr	Carey, James H. & Laurie A	053H-A-020.00	\$72,000	\$251,100	\$323,100	\$80,775	3.48%	\$7,716	\$80	\$975
114	Century Oak Dr	Robbins, Bryan D. & Jamie O	053H-A-021.00	\$90,000	\$223,700	\$313,700	\$78,425	3.38%	\$7,491	\$78	\$947

CITY OF FRANKLIN
Highgate Sewer Cost - Combined (061908 Estimate)

Construction Cost \$221,000
 Bond Issuance Cost (0.18%) \$398
 Assessment District Cost \$221,398

TAP FEES (One time for any scenario chosen)
 Usual and customary fees

Proposed for Highgate homeowner (Pay in advance and waive Access & Installation)

Applic Fee \$25 \$25 \$1,444 \$0 \$263 \$450 \$4,257
 SDF \$1,444 \$0 \$450 \$1,894

100 PERCENT COST ALLOCATED TO HOMEOWNER LESS ENGINEERING

Str #	STREET NAME	OWNER	PARCEL ID	2007 APPRAISED LAND VALUE	2007 IMPROV VALUE	2007 APPRAISED VALUE	2007 ASSESSED VALUE	% of TOTAL ASSESSMENT	COST TO HOMEOWNER (before interest)	10 Year Payback (Monthly)	10 Year Payback (Annual)
INTEREST RATE (Based on COF cost of capital)											
112	Century Oak Dr	Kaalaas, Kurt	053H-A-022.00	\$90,000	\$220,600	\$310,600	\$77,650	3.35%	\$7,417	4.50%	\$937
101	Windsor Way	Brazzell, Dan	053A-A-001.00	\$99,000	\$253,800	\$352,800	\$88,200	3.81%	\$8,425	\$87	\$1,065
105	Windsor Way	Haney, Ellis R. & N. Irene	053A-A-003.00	\$90,000	\$221,300	\$311,300	\$77,825	3.36%	\$7,434	\$77	\$939
107	Windsor Way	Bradley, Mary L. & John W	053A-A-004.00	\$90,000	\$206,200	\$296,200	\$74,050	3.19%	\$7,073	\$73	\$894
109	Windsor Way	Rodgers, Joe L & Susan A.	053A-A-005.00	\$76,500	\$301,200	\$377,700	\$94,425	4.07%	\$9,019	\$93	\$1,140
111	Windsor Way	Fenton, Cyrus E. & Amy H.	053A-A-006.00	\$90,000	\$251,200	\$341,200	\$85,300	3.68%	\$8,148	\$84	\$1,030
102	Windsor Way	Reeves, Donna P	053A-A-007.00	\$90,000	\$257,300	\$347,300	\$86,825	3.75%	\$8,293	\$86	\$1,048
114	Windsor Way	Brisby, Martha Kay	053A-A-008.00	\$90,000	\$356,100	\$446,100	\$111,525	4.81%	\$10,653	\$110	\$1,346
537	Franklin Road	Clearview Baptist Church	053-007.00	\$0	\$0	\$0	\$0	0.00%	\$0	\$0	\$0
537	Franklin Road	Clearview Baptist Church	053-009.00	\$0	\$0	\$0	\$0	0.00%	\$0	\$0	\$0
TOTAL				\$2,506,500	\$6,764,900	\$9,271,400	\$2,317,850	100.00%	\$221,398	\$2,294	\$27,980
AVERAGE/PARCEL				\$80,855	\$218,223	\$299,077	\$74,769		\$7,142	\$74	\$903

ORDINANCE 2005-93

ORDINANCE 2005-93, TO BE ENTITLED: "AN ORDINANCE TO ANNEX THE HIGHGATE SUBDIVISION AREA, CONTAINING 70.24 ACRES, LOCATED WEST OF FRANKLIN ROAD, 300 FEET SOUTH OF COUNTRY ROAD."

WHEREAS, the City of Franklin, Tennessee, has determined that it would be in the best interests of its existing residents to annex 70.24 acres west of Franklin Road and south of Country Road, Franklin City Limits border the site to the east, and that the failure to annex said property will retard the prosperity of the City and endanger the safety and welfare of its inhabitants; therefore:

PREMISES CONSIDERED

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

Map-Parcel	Acres
53H-A-01.00	1.20
53H-A-02.00	1.81
53H-A-03.00	1.92
53H-A-04.00	1.93
53H-A-05.00	1.30
53H-A-06.00	1.26
53H-A-07.00	1.20
53H-A-08.00	1.40
53H-A-09.00	1.30
53H-A-10.00	1.27
53H-A-11.00	1.20
53H-A-12.00	1.20
53H-A-13.00	1.79
53H-A-14.00	1.51
53H-A-15.00	1.80
53H-A-16.00	1.69
53H-A-17.00	1.67
53H-A-18.00	2.22
53H-A-19.00	2.58
53H-A-20.00	3.18
53H-A-21.00	2.41

53H-A-22.00	1.84
53A-A-01.00	2.09
53A-A-03.00	1.07
53A-A-04.00	1.30
53A-A-05.00	1.39
53A-A-06.00	0.97
53A-A-07.00	1.19
53A-A-08.00	1.84
53-07.00	2.90
53-09.00	14.58
Highgate Subdivision Street Right-of-Way	5.23
Total	70.24

Commencing at the west right-of-way line of Franklin Road and the south right-of-way line of Country Road, if extended; thence south 280 feet along the west right-of-way line of Franklin Road to a northeast corner of parcel 9.00, Map 53H-A, all parcels being referenced to Tennessee State Board of Equalization Maps, as may be revised, which is also the point of beginning.

Thence south 180 feet along the east line of parcel 9.00 to the southeast corner of parcel 9.00, which is also a point along the north right-of-way line of Century Oak Drive; thence south 60 feet along the east line of parcel 9.00, if extended, to a point along the south right-of-way line of Century Oak Drive, which is also the northeast corner of parcel 8.00, Map 53HG-A; thence south 205 feet along the east line of parcel 8.00 to the southeast corner of parcel 8.00; thence west 340 feet along the south line of parcel 8.00 to the southwest corner of parcel 8.00, which is also a point along the east line of parcel 7.00, Map 53H-A; thence south 580 feet along the east lines of parcels 7.00, 4.00, Map 53H-A, and 3.00, Map 53H-A, to the southeast corner of parcel 3.00; thence west 800 feet along the south lines of parcels 3.00, 2.00, Map 53H-A, and 22.00 Map 53H-A, to the southwest corner of parcel 22.00; thence south 685 feet along the east lines of parcels 21.00, Map 53H-A, and 20.00, Map 53H-A, to the southeast corner of parcel 20.00; thence west 390 feet along the south lines of parcels 20.00 and 19.00, Map 53H-A, to the southwest corner of parcel 19.00; thence northwest 530 feet along the west line of parcel 19.00 to the northwest corner of parcel 19.00, which is also a point along the south right-of-way line of Century Oak Drive; thence northwest 60 feet along the west line of parcel 19.00, if extended, to the southwest corner of parcel 18.00, Map 53H-A, which is also a point along the north right-of-way line of Century Oak Drive; thence northwest 450 feet along the west line of parcel 18.00 to the northwest corner of parcel 18.00; thence northeast 876 feet along the north lines of parcels 18.00, 17.00, Map 53H-A, 16.00, Map 53H-A, 15.00, Map 53H-A, 14.00, Map 53H-A, and 13.00, Map 53H-A, to the southwest corner of parcel 7.00, Map 53A-A; thence north 265 feet along the west line of parcel 7.00 to the northwest corner of parcel 7.00; thence east 195 feet along the north line of parcel 7.00 to the northeast corner of parcel 7.00, which is also the west right-of-way line of Windsor Way; thence generally north 800 feet along the west right-of-way line of Windsor Way to the southeast corner of parcel 8.00, Map 53A-A; thence northwest 275 feet along the south line of parcel 8.00 to the southwest corner of parcel 8.00; thence north 240 feet along the west line of parcel 8.00 to the northwest corner of parcel 8.00; thence east 313 feet along the north line of parcel 8.00 to the northeast corner of parcel 8.00; thence southwest 260 feet along the east line of parcel 8.00 to a southeast corner of parcel 8.00; thence east 15 feet along a line of parcel 8.00 to the northwest corner of the west right-of-way line of Windsor Way; thence east 55 feet along the north line of parcel 9.00, Map 53, if extended, to the northwest

corner of parcel 9.00, Map 53; thence generally east and south 1,320 feet along the north lines of parcels 9.00 and 7.00, Map 53, to a northeast corner of parcel 7.00, which is also a point along the west right-of-way line of Franklin Road; thence south 780 feet along the west right-of-way line of Franklin Road to the northeast corner of parcel 9.00, Map 53H-A, which is also the point of beginning, and containing 65.01 acres in parceled land and 5.23 acres in Highgate Subdivision street right-of-way, for a total of 70.24 acres, more or less.

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

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

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 March 1, 2006.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: James R. Johnson
JAMES R. JOHNSON
CITY ADMINISTRATOR

BY: Thomas R. Miller
THOMAS R. MILLER
MAYOR

PLANNING COMMISSION RECOMMENDED APPROVAL:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD AND FINAL READING:

12/13/05
1/10/06
1/10/06
2/14/06

ORDINANCE 2005-93
ANNEX HIGHGATE SUBDIVISION AREA
70.24 ACRES
FMPC 11/17/05

Legend

- Streets
-  Highgate Subdivision Area
-  UGB
-  City Limits
-  Parcels

DISCLAIMER
This map was created by the City of Irving's MIT
Department and was compiled from the most accurate information
available. The City is not responsible for any errors or omissions
contained herein. All data and material Copyright © 2003
All Rights Reserved.

Flood Disclaimer
Flood data provided by Geacris Inc., Norman, Ohio. The flood
information on this map is for informational purposes only and is not to be
used for flood zone determinations. Geacris Inc. and its affiliates
shall not be held liable for any misuse, misinterpretation or other consequences of
the flood information contained herein.



5

Thomas R. Miller
Mayor

James R. Johnson
Administrator

CITY OF FRANKLIN
TENNESSEE

MEMORANDUM...

TO: Board of Mayor and Aldermen

FROM: 
Jay R. Johnson, City Administrator

DATE: January 9, 2006

RE: Agenda Item #16
Highgate Subdivision Annexation

In response to questions; following are two items of additional information or clarification.

1. A preliminary estimate for the installation of gravity sewer lines (collection mains and manholes) is \$462,000, or approximately \$15,500 per home for 30 homes within a special assessment district.

Note:

Rock excavation or roadway repair / resurfacing, if needed, would increase this cost.

2. The question has been asked if, at a future date, the City would undertake and fund the construction of sewer mains within the subdivision following annexation, rather than creation of a special assessment district. (Public health threat, for example, due to failing septic systems). I am unaware of any instance where the City's sewer fund has done this, or would do this, on the basis of an entire neighborhood. I doubt grant funds (such as CDBG) would be available for this neighborhood.

/bjj

C: Randy Wetmore, Asst. City Administrator
David Parker, City Engineer

Out of Board Memo/Highgate Subdivision

Exhibit B



RESOLUTION 2009-13

TO BE ENTITLED: "A RESOLUTION TO SET THE 2009 PROPERTY ASSESSMENTS FOR THE HIGHGATE SUBDIVISION AREA SPECIAL ASSESSMENT DISTRICT."

WHEREAS, on July 8, 2008, the Board of Mayor and Aldermen for the City of Franklin approved Resolution 2008-21, "A Resolution To Authorize The Construction Of Sewer Improvements In The Highgate Subdivision Area"; and

WHEREAS, said Resolution 2008-21 established the Special Assessment District for the sanitary sewer improvements for the Highgate Subdivision Area after a public hearing that revealed no objections to said Special Assessment District; and

WHEREAS, the sanitary sewer improvements for the Highgate Subdivision Area have been completed at a cost benefiting the properties within the District of \$204,586.50, which is approximately \$16,500.00 less than the estimated cost of the improvements as provided in Resolution 2008-21;

NOW THEREFORE, BE IT RESLOVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the 2009 Highgate Subdivision Area property assessments are as follows:

Str #	STREET NAME	PARCEL ID	TOTAL ASSESSMENT
110	Century Oak Dr	053H-A-001.00	\$7,800
107	Engle Ct	053H-A-002.00	\$6,960
106	Engle Ct	053H-A-003.00	\$9,030
104	Engle Ct	053H-A-004.00	\$7,260
108	Century Oak Dr	053H-A-005.00	\$7,613
106	Century Oak Dr	053H-A-006.00	\$7,560
104	Century Oak Dr	053H-A-007.00	\$6,757
102	Century Oak Dr	053H-A-008.00	\$7,500
101	Century Oak Dr	053H-A-009.00	\$5,567
103	Century Oak Dr	053H-A-010.00	\$6,830
105	Century Oak Dr	053H-A-011.00	\$6,907
107	Century Oak Dr	053H-A-012.00	\$7,529
109	Century Oak Dr	053H-A-013.00	\$7,280

Str #	STREET NAME	PARCEL ID	TOTAL ASSESSMENT
111	Century Oak Dr	053H-A-014.00	\$6,560
113	Century Oak Dr	053H-A-015.00	\$6,902
115	Century Oak Dr	053H-A-016.00	\$7,185
	Century Oak Dr	053H-A-017.00	\$397
125	Century Oak Dr	053H-A-018.00	\$6,419
118	Century Oak Dr	053H-A-019.00	\$7,063
116	Century Oak Dr	053H-A-020.00	\$7,130
114	Century Oak Dr	053H-A-021.00	\$6,922
112	Century Oak Dr	053H-A-022.00	\$6,854
101	Windsor Way	053A-A-001.00	\$7,785
105	Windsor Way	053A-A-003.00	\$6,869
107	Windsor Way	053A-A-004.00	\$6,536
109	Windsor Way	053A-A-005.00	\$8,334
111	Windsor Way	053A-A-006.00	\$7,529
102	Windsor Way	053A-A-007.00	\$7,664
114	Windsor Way	053A-A-008.00	\$9,844
537	Franklin Road	053-007.00	\$0
537	Franklin Road	053-009.00	\$0
TOTAL - 2009			\$204,587

BE IT FURTHER RESOLVED by the Board of Mayor and Aldermen that, although the above property assessment for each property within the Special Assessment District is due February 28, 2010, Resolution 2008-21 has established the right of the property owners to pay off their assessment in monthly installments over a ten (10) year term, but such that, if any monthly payment shall become delinquent thirty (30) days after it is due and payable, then the whole balance of the improvement assessment shall become delinquent and be subject to all penalties and interest as provided.

IT IS SO RESOLVED AND DONE on this 26th day of May, 2009.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: 
ERIC S. STUCKEY
City Administrator/Recorder

By: 
JOHN C. SCHROER
Mayor



HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

April 30, 2009

TO: Board of Mayor and Aldermen

FROM: David Parker, City Engineer/CIP Executive
Eric Stuckey, City Administrator

SUBJECT: Resolution 2009-13 - 2009 Property Assessments for Highgate

Purpose

The purpose of this memorandum is to enable the Board of Mayor and Aldermen (BOMA) to set the assessments for the properties within the special assessment district for the Highgate Subdivision Area Sanitary Sewer Improvement.

Background

On July 8, 2008, BOMA approved Resolution 2008-21, "A Resolution to Authorize the Construction of Sewer Improvements in the Highgate Subdivision Area." This resolution established the special assessment district in accordance with T.C.A. §§ 7-33-101 to 314. The resolution also established the right for the property owners within this district to pay off the total assessment over a term of 10 years at a 4.5% per annum interest rate. In addition, the City's Sanitary Sewer Access Fee and Installation Fee for each property tap have been waived for this district.

Resolution 2009-13 has been drafted to set the assessment for each property within the district for 2009. These assessments are calculated using the final construction costs for that portion of the improvements project that directly benefit the properties within the district.

Financial Impact

The proposed resolution provides for the payback over time of the capital cost (204,586.50) plus interest for the sanitary sewer improvements within the assessment district.

Recommendation

Staff recommends approval of Resolution 2009-13.



HISTORIC
FRANKLIN
TENNESSEE

MEMORANDUM

Str #	STREET NAME	PARCEL ID	TOTAL ASSESSMENT
110	Century Oak Dr	053H-A-001.00	\$7,800
107	Engle Ct	053H-A-002.00	\$6,960
106	Engle Ct	053H-A-003.00	\$9,030
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105	Century Oak Dr	053H-A-011.00	\$6,907
107	Century Oak Dr	053H-A-012.00	\$7,529
109	Century Oak Dr	053H-A-013.00	\$7,280
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	Century Oak Dr	053H-A-017.00	\$397
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118	Century Oak Dr	053H-A-019.00	\$7,063
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101	Windsor Way	053A-A-001.00	\$7,785
105	Windsor Way	053A-A-003.00	\$6,869
107	Windsor Way	053A-A-004.00	\$6,536
109	Windsor Way	053A-A-005.00	\$8,334
111	Windsor Way	053A-A-006.00	\$7,529
102	Windsor Way	053A-A-007.00	\$7,664
114	Windsor Way	053A-A-008.00	\$9,844
537	Franklin Road	053-007.00	\$0
537	Franklin Road	053-009.00	\$0
TOTAL - 2009			\$204,587



CITY of FRANKLIN

SPECIAL ASSESSMENT IMPLEMENTATION POLICY

FOR THE HIGHGATE SUBDIVISION

This policy provides the procedures associated with extending the sewer system and services to the residents of the Highgate subdivision in accordance with the Board of Mayor and Aldermen (BOMA) approved actions.

Resolution 2008-21 approved Highgate subdivision to have public sanitary sewer extended throughout the subdivision and created a mechanism for the City of Franklin to recoup its costs for constructing and installing the system by assessing the benefited properties for the costs of construction. Furthermore, Resolution 2008-21 provided that the costs of the total assessment authorized may be paid to the City over a period of ten (10) years in monthly payments. Interest costs shall apply to the monthly payments.

Construction of the Highgate sewer system main was specified by the City and awarded by contract to Civil Constructors on January 27, 2009. The final construction cost of installing the main disposal lines was TWO HUNDRED FOUR THOUSAND FIVE HUNDRED EIGHTY-SIX AND 50/DOLLARS (\$204,586.50). Pursuant to Resolution 2009-13, this is the amount of the costs to be assessed to the individual properties. The City of Franklin absorbed engineering and easement costs.

The majority of the sanitary sewer extension is a low pressure system that requires the installation of grinder pumps for connection for all but three of the properties in Highgate. Specifications were provided by the City and a maintenance agreement is required prior to installation. Residents are responsible for connection costs, including obtaining the necessary permits and abandoning the existing septic systems in accordance with Williamson County regulations as well as on-going maintenance of the sewer system on their property. Separate guidance was provided for the purposes of abandoning the existing septic systems and for installing an acceptable sanitary sewer connection (letter to residents from the City dated April 15, 2009).



Each property owner is responsible for paying the connection fees (application, SDF and EDF). The City has agreed to waive the Access and Installation fees. Upon issuance of the sewer availability letter by the City, the customer is to pay their portion of these fees in full prior to obtaining the building permits and connecting to the City's sanitary sewer line. Plumbing and electrical inspections will be performed by the City upon completion of the installation and prior to backfilling the sewer line from the house to the street.

The properties identified to be included in this special assessment are identified in Resolution 2008-21. Two (2) properties (053---00700 and 053---00900) are tax exempt and are not included in the assessment. Those properties will have sewer available through sewer extension to the Clearview Baptist Church and funded by the church. The other twenty nine (29) properties will pay the cost of construction and be assessed based on a proportionate share of the assessed value of the property as compared to the total assessed value of the properties. All but one parcel has a residence on the property and the lower assessed value is recognized on the individual assessment.

The assessment shall be made annually and shall be presented on the property tax bill as a separate line item. The assessment will be made each year during the ten (10) years based on properties with balances still outstanding. However, property owners have the option of paying the balance off entirely at any time during the assessment period without penalty. Properties with outstanding balances will be rolled forward and the assessment percent will be reset based on the percent of that property's assessed value to the total for the unpaid balances in that year. Once a property owner has paid the amount of their individual assessment they will no longer be included in the annual assessments.

Monthly payment provisions will be made available to the property owners as a line item on the monthly utility bill presented by the City, and will be interest bearing. The monthly billed amount will reflect the ten (10) year amortization amount including interest for the month. These utility service bills shall be due according to the provisions of the City of Franklin Municipal Code. Failure to pay the utility service bill in full each month in accordance with the City of Franklin Municipal Code payment provisions shall result in the entire assessment amount



being due and payable within thirty (30) days. Disconnection of water service shall be in accordance with City policy and agreement with the water district. Automatic draft is required for any customer desiring monthly payments.

Utility service agreements will be put into place with each property owner for continued service. These agreements shall be specially developed outlining responsibilities and the uniqueness of the particular assessment district. Property ownership changes shall result in the entire assessment being due immediately and to be paid to the City prior to sale of the property and obtaining utility service from the City.

Accounting transfers shall occur monthly to transfer monies collected thru the utility service bill to the applicable assessment accounts. Individual loan accounts will need to be established for each customer loan account and software will need to be obtained to ensure the City's investment is repaid.

RESOLUTION 2007-51

TO BE ENTITLED: "A RESOLUTION TO AUTHORIZE THE CONSTRUCTION OF SEWER IMPROVEMENTS IN THE HIGHGATE SUBDIVISION AREA."

WHEREAS, the City of Franklin, by Ordinance 2005-93, has annexed into the City some 70.24 acres located west of Franklin Road and south of Country Road, generally known as the Highgate Subdivision; and

WHEREAS, pursuant to T.C.A. §§ 7-33-101 to 314, the Board of Mayor and Aldermen of the City has determined that it would be in the best interest of the property owners residing in the annexed area and of the public generally to construct sanitary sewer improvements in the area hereinafter described and to assess a portion of the cost of the said improvements against the properties to be benefited;

NOW THEREFORE, THE BOARD OF MAYOR AND ALDERMEN OF THE CITY RESOLVES AS FOLLOWS:

1. The following sanitary sewer improvements shall be constructed:

SEE DESCRIPTION OF LOCATION, NATURE AND SCOPE OF IMPROVEMENTS IN FEBRUARY 16, 2007 LETTER FROM SMITH SECKMAN REID ATTACHED AS EXHIBIT "A".

2. The geographic limits of the properties to be benefited are as follows:

Map-Parcel	Acres
53H-A-01.00	1.20
53H-A-02.00	1.81
53H-A-03.00	1.92
53H-A-04.00	1.93
53H-A-05.00	1.30
53H-A-06.00	1.26
53H-A-07.00	1.20
53H-A-08.00	1.40
53H-A-09.00	1.30
53H-A-10.00	1.27
53H-A-11.00	1.20
53H-A-12.00	1.20
53H-A-13.00	1.79
53H-A-14.00	1.51
53H-A-15.00	1.80
53H-A-16.00	1.69
53H-A-17.00	1.67
53H-A-18.00	2.22
53H-A-19.00	2.58
53H-A-20.00	3.18
53H-A-21.00	2.41
53H-A-22.00	1.84
53A-A-01.00	2.09
53A-A-03.00	1.07

53A-A-04.00	1.30
53A-A-05.00	1.39
53A-A-06.00	0.97
53A-A-07.00	1.19
53A-A-08.00	1.84
53-07.00	2.90
53-09.00	14.58

Commencing at the west right-of-way line of Franklin Road and the south right-of-way line of Country Road, if extended; thence south 280 feet along the west right-of-way line of Franklin Road to a northeast corner of parcel 9.00, Map 53H-A, all parcels being referenced to Tennessee State Board of Equalization Maps, as may be revised, which is also the point of beginning.

Thence south 180 feet along the east line of parcel 9.00 to the southeast corner of parcel 9.00, which is also a point along the north right-of-way line of Century Oak Drive; thence south 60 feet along the east line of parcel 9.00, if extended, to a point along the south right-of-way line of Century Oak Drive, which is also the northeast corner of parcel 8.00, Map 53HG-A; thence south 205 feet along the east line of parcel 8.00 to the southeast corner of parcel 8.00; thence west 340 feet along the south line of parcel 8.00 to the southwest corner of parcel 8.00, which is also a point along the east line of parcel 7.00, Map 53H-A; thence south 580 feet along the east lines of parcels 7.00, 4.00, Map 53H-A, and 3.00, Map 53H-A, to the southeast corner of parcel 3.00; thence west 800 feet along the south lines of parcels 3.00, 2.00, Map 53H-A, and 22.00 Map 53H-A, to the southwest corner of parcel 22.00; thence south 685 feet along the east lines of parcels 21.00, Map 53H-A, and 20.00, Map 53H-A, to the southeast corner of parcel 20.00; thence west 390 feet along the south lines of parcels 20.00 and 19.00, Map 53H-A, to the southwest corner of parcel 19.00; thence northwest 530 feet along the west line of parcel 19.00 to the northwest corner of parcel 19.00, which is also a point along the south right-of-way line of Century Oak Drive; thence northwest 60 feet along the west line of parcel 19.00, if extended, to the southwest corner of parcel 18.00, Map 53H-A, which is also a point along the north right-of-way line of Century Oak Drive; thence northwest 450 feet along the west line of parcel 18.00 to the northwest corner of parcel 18.00; thence northeast 876 feet along the north lines of parcels 18.00, 17.00, Map 53H-A, 16.00, Map 53H-A, 15.00, Map 53H-A, 14.00, Map 53H-A, and 13.00, Map 53H-A, to the southwest corner of parcel 7.00, Map 53A-A; thence north 265 feet along the west line of parcel 7.00 to the northwest corner of parcel 7.00; thence east 195 feet along the north line of parcel 7.00 to the northeast corner of parcel 7.00, which is also the west right-of-way line of Windsor Way; thence generally north 800 feet along the west right-of-way line of Windsor Way to the southeast corner of parcel 8.00, Map 53A-A; thence northwest 275 feet along the south line of parcel 8.00 to the southwest corner of parcel 8.00; thence north 240 feet along the west line of parcel 8.00 to the northwest corner of parcel 8.00; thence east 313 feet along the north line of parcel 8.00 to the northeast corner of parcel 8.00; thence southwest 260 feet along the east line of parcel 8.00 to a southeast corner of parcel 8.00; thence east 15 feet along a line of parcel 8.00 to the northwest corner of the west right-of-way line of Windsor Way; thence east 55 feet along the north line of parcel 9.00, Map 53, if extended, to the northwest corner of parcel

9.00, Map 53; thence generally east and south 1,320 feet along the north lines of parcels 9.00 and 7.00, Map 53, to a northeast corner of parcel 7.00, which is also a point along the west right-of-way line of Franklin Road; thence south 780 feet along the west right-of-way line of Franklin Road to the northeast corner of parcel 9.00, Map 53H-A, which is also the point of beginning, and containing 65.01 acres in parceled land.

3. Based upon a preliminary estimate prepared by David Parker, City Engineer, a engineer licensed by the State of Tennessee, the total costs of the above improvements is \$ 231,866.

4. It is the intention of the Board that one hundred percent (100%) of the cost of the improvements shall be assessed against the benefited properties listed in paragraph 2 and that improvement assessments shall be assessed annually against the benefited property in the proportion that the assessed value of each lot or parcel bears to the whole assessed value of the benefited properties, pursuant to T.C.A. §§7-33-310 to 314.

5. It is understood that the City is bound by the terms of this resolution as to the estimated cost of the project, however, the total cost assessed may exceed the estimate by up to 10%.

6. A public hearing shall be held on June 12th, 2007, at 7:00 P.M. before the Board of Mayor and Aldermen, at which time the benefited property owners shall appear and be heard on the issue of whether the proposed improvements shall be undertaken as planned, or abandoned; whether the nature and scope of the improvements should be altered; and whether the improvements should be financed through the issuance of bonds on the "assessed value basis" as authorized by T.C.A. §§7-33-301 to 314.

IT IS SO RESOLVED AND DONE THIS 12th DAY OF JUNE, 2007.

ATTEST:

By: James R. Johnson
JAMES R. JOHNSON
City Administrator/Recorder

CITY OF FRANKLIN, TENNESSEE:
By: Thomas R. Miller
THOMAS R. MILLER
Mayor

RESOLUTION 2008-21

TO BE ENTITLED: "A RESOLUTION TO AUTHORIZE THE CONSTRUCTION OF SEWER IMPROVEMENTS IN THE HIGHGATE SUBDIVISION AREA."

WHEREAS, the City of Franklin, by Ordinance 2005-93, has annexed into the City some 70.24 acres located west of Franklin Road and south of Country Road, generally known as the Highgate Subdivision; and

WHEREAS, pursuant to T.C.A. §§ 7-33-101 to 314, the Board of Mayor and Aldermen of the City has determined that it would be in the best interest of the property owners residing in the annexed area and of the public generally to construct sanitary sewer improvements in the area hereinafter described and to assess a portion of the cost of the said improvements against the properties to be benefited;

NOW THEREFORE, THE BOARD OF MAYOR AND ALDERMEN OF THE CITY RESOLVES AS FOLLOWS:

1. The following sanitary sewer improvements shall be constructed:

A public sanitary sewer system for the Highgate Subdivision Area located in public rights-of-way and consisting of gravity and low pressure lines with all required appurtenances (such as manholes, air release valves, service connections to each property, etc.) for a fully operational system. Individual service lines within the properties, electrical & plumbing work, and the grinder pump assemblies shall be the responsibility of the individual property owners. The gravity sanitary sewer along with its appurtenances along Franklin Road shall be the responsibility of the City of Franklin.

2. The geographic limits of the properties to be benefited are as follows:

Map-Parcel	Acres
53H-A-01.00	1.20
53H-A-02.00	1.81
53H-A-03.00	1.92
53H-A-04.00	1.93
53H-A-05.00	1.30
53H-A-06.00	1.26
53H-A-07.00	1.20
53H-A-08.00	1.40
53H-A-09.00	1.30
53H-A-10.00	1.27
53H-A-11.00	1.20
53H-A-12.00	1.20
53H-A-13.00	1.79
53H-A-14.00	1.51
53H-A-15.00	1.80
53H-A-16.00	1.69
53H-A-17.00	1.67

53H-A-18.00	2.22
53H-A-19.00	2.58
53H-A-20.00	3.18
53H-A-21.00	2.41
53H-A-22.00	1.84
53A-A-01.00	2.09
53A-A-03.00	1.07
53A-A-04.00	1.30
53A-A-05.00	1.39
53A-A-06.00	0.97
53A-A-07.00	1.19
53A-A-08.00	1.84
53-07.00	2.90
53-09.00	14.58

Commencing at the west right-of-way line of Franklin Road and the south right-of-way line of Country Road, if extended; thence south 280 feet along the west right-of-way line of Franklin Road to a northeast corner of parcel 9.00, Map 53H-A, all parcels being referenced to Tennessee State Board of Equalization Maps, as may be revised, which is also the point of beginning.

Thence south 180 feet along the east line of parcel 9.00 to the southeast corner of parcel 9.00, which is also a point along the north right-of-way line of Century Oak Drive; thence south 60 feet along the east line of parcel 9.00, if extended, to a point along the south right-of-way line of Century Oak Drive, which is also the northeast corner of parcel 8.00, Map 53HG-A; thence south 205 feet along the east line of parcel 8.00 to the southeast corner of parcel 8.00; thence west 340 feet along the south line of parcel 8.00 to the southwest corner of parcel 8.00, which is also a point along the east line of parcel 7.00, Map 53H-A; thence south 580 feet along the east lines of parcels 7.00, 4.00, Map 53H-A, and 3.00, Map 53H-A, to the southeast corner of parcel 3.00; thence west 800 feet along the south lines of parcels 3.00, 2.00, Map 53H-A, and 22.00 Map 53H-A, to the southwest corner of parcel 22.00; thence south 685 feet along the east lines of parcels 21.00, Map 53H-A, and 20.00, Map 53H-A, to the southeast corner of parcel 20.00; thence west 390 feet along the south lines of parcels 20.00 and 19.00, Map 53H-A, to the southwest corner of parcel 19.00; thence northwest 530 feet along the west line of parcel 19.00 to the northwest corner of parcel 19.00, which is also a point along the south right-of-way line of Century Oak Drive; thence northwest 60 feet along the west line of parcel 19.00, if extended, to the southwest corner of parcel 18.00, Map 53H-A, which is also a point along the north right-of-way line of Century Oak Drive; thence northwest 450 feet along the west line of parcel 18.00 to the northwest corner of parcel 18.00; thence northeast 876 feet along the north lines of parcels 18.00, 17.00, Map 53H-A, 16.00, Map 53H-A, 15.00, Map 53H-A, 14.00, Map 53H-A, and 13.00, Map 53H-A, to the southwest corner of parcel 7.00, Map 53A-A; thence north 265 feet along the west line of parcel 7.00 to the northwest corner of parcel 7.00; thence east 195 feet along the north

line of parcel 7.00 to the northeast corner of parcel 7.00, which is also the west right-of-way line of Windsor Way; thence generally north 800 feet along the west right-of-way line of Windsor Way to the southeast corner of parcel 8.00, Map 53A-A; thence northwest 275 feet along the south line of parcel 8.00 to the southwest corner of parcel 8.00; thence north 240 feet along the west line of parcel 8.00 to the northwest corner of parcel 8.00; thence east 313 feet along the north line of parcel 8.00 to the northeast corner of parcel 8.00; thence southwest 260 feet along the east line of parcel 8.00 to a southeast corner of parcel 8.00; thence east 15 feet along a line of parcel 8.00 to the northwest corner of the west right-of-way line of Windsor Way; thence east 55 feet along the north line of parcel 9.00, Map 53, if extended, to the northwest corner of parcel 9.00, Map 53; thence generally east and south 1,320 feet along the north lines of parcels 9.00 and 7.00, Map 53, to a northeast corner of parcel 7.00, which is also a point along the west right-of-way line of Franklin Road; thence south 780 feet along the west right-of-way line of Franklin Road to the northeast corner of parcel 9.00, Map 53H-A, which is also the point of beginning, and containing 65.01 acres in parceled land.

Pursuant to T.C.A. §7-33-311, the Board may authorize additional properties to be benefitted by the improvements and make equitable provisions so that any later-added properties bear their proportional share of the costs of the improvements.

3. Based upon a preliminary estimate prepared by David Parker, City Engineer, a engineer licensed by the State of Tennessee, the total costs of the above improvements is \$ _221,000.00, which includes the construction costs for those improvements directly associated with providing a sanitary sewer collection system for the Highgate Subdivision. All improvements will be designed by, and construction supervised by, an engineer licensed by the State of Tennessee.

4. It is the intention of the Board that One Hundred (100%) of the cost of the improvements shall be assessed against the benefitted properties listed in paragraph 2 and that improvement assessments shall be assessed annually against the benefitted property in the proportion that the assessed value of each lot or parcel bears to the whole assessed value of the benefitted properties, pursuant to T.C.A. §§7-33-310 to 314. The Board hereby pledges the full faith and credit of the city to satisfy any deficiency in collections of assessments for the improvements.

5. The benefitted property owners shall pay off the total assessments authorized herein over a term of ten (10) years. Improvement assessments shall be made annually by the Board when the levy of municipal property taxes is made and such assessments shall be due at the same time or times as the

municipal property taxes are due, and shall be subject to the same penalties and interest, in the event of nonpayment, as are municipal property taxes. The Board may also permit benefitted property owners to pay in monthly installments. In the event any monthly payment shall be delinquent thirty (30) days after it is due and payable, and the whole balance of the improvement assessment shall then become delinquent and be subject to all penalties and interest as provided in this resolution.

6. An unpaid annual assessment, with penalty and interest, shall constitute a lien against the property, lot, or parcel against which it is assessed, shall attach as of the date the improvement assessment is made, and shall take precedence over all other liens, save those for state, county, and municipal property taxes, and any prior special assessments. Such liens shall otherwise have such priority and shall be enforceable as is provided in T.C.A. §7-33-314.

7. It is understood that the City is bound by the terms of this resolution as to the estimated cost of the project, however, the total cost assessed may exceed the estimate by up to 10%.

8. Once the proposed improvements are complete, each benefitted property shall have one hundred eighty (180) days from receipt of notice from the Public Works Department of the City of Franklin, to connect to such facilities, as provided in Section 18-204 (4), or as amended, of the Franklin Municipal Code and all tap, access, and system development fees shall be due at the time the connection is made, and thereafter the benefitted owner shall be billed monthly for sewer services as are all other customers of the sanitary sewer system of the City.

9. To the extent that individual grinder pumps are installed as part of the improvements, the cost of the individual pump station, service line to the collection system in the public right-of-way, and the electrical service installation thereof shall be borne by the benefitted property owner and the cost of future maintenance, including electrical service, by the benefitted property owner. The municipality shall have the right to provide emergency repair and/or replacement to mitigate or prevent sanitary sewer overflows or by-passes for the individual property owner improvements and shall be reimbursed all costs associated with such repair and/or replacement.

10. A public hearing was held on July 8, 2008 at 7:00 P.M. before the Board of Mayor and Aldermen, at which time the benefitted property owners appeared and were heard on the issue of whether

the proposed improvements shall be undertaken as planned, or abandoned; whether the nature and scope of the improvements should be altered; and whether the improvements should be financed through the issuance of bonds on the "assessed value basis" as authorized by T.C.A. §§7-33-301 to 314.

11. Following the said public hearing, the Board (confirmed, amended or rescinded) this original resolution, as its final action pursuant to TCA §7-33-304. Such final action shall be the final determination of all issues presented, unless the owner of any property to be benefited files, within ten (10) days of such final action, a petition for certiorari in the Williamson County Circuit Court, to review such action.

IT IS SO RESOLVED AND DONE THIS 8th DAY OF JULY 2008.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

RUSSELL TRUETT

City Administrator/Recorder

By: _____

JOHN SCHROER

Mayor

John C. Schroer
Mayor



CITY OF FRANKLIN
TENNESSEE

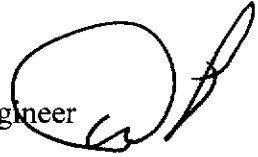
"Providing Innovation for the Future While Maintaining A Connection to the Past."

David Parker, PE
Assistant City Administrator
Public Works & Utilities / City Engineer

Eric J. Gardner, PE
Director
Engineering Department

MEMORANDUM

TO: Board of Mayor and Aldermen
Russ Truell, Interim City Administrator

FROM: David Parker, ACA for Public Works & Utilities/City Engineer 

DATE: June 26, 2008

RE: **Highgate Subdivision Assessment District
Resolution 2008-21**

Attached are copies of Resolution 2008-21, Notice of Public Hearing, Highgate Sewer Cost spread sheet, and a Sanitary Sewer Project Schedule for your information and use. We have mailed a letter to all the residents of the Highgate Assessment Area notifying them of the public hearing and providing them with copies of the Notice of Public Hearing, Resolution 2008-21, and the estimated assessment for their individual property.

You will note that we have not completed paragraph 1 of the Proposed Resolution as it still states "Here Insert Project Description." We have intentionally left this description out waiting the final outcome of the public hearing. The cost used for the assessment calculations is that cost as estimated based on the elements of the project that we (staff) believe are intended to be included as eligible costs and does not include the cost of the grinder pump assemblies. With these assumptions paragraph 1 would read;

"A public sanitary sewer system for the Highgate Subdivision Area located in public rights-of-way and consisting of gravity and low pressure lines with all required appurtenances (such as manholes, air release valves, service connections to each property, etc.) for a fully operational system. Individual service lines within the properties, electrical & plumbing work, and the grinder pump assemblies shall be the responsibility of the individual property owners. The gravity sanitary sewer along with its appurtenances along Franklin Road shall be the responsibility of the City of Franklin."

Should the above assumptions be altered as to what is paid for by whom, we will need to alter the Project Description as well as the assessment calculations.

NOTICE OF PUBLIC HEARING

The Board of Mayor and Aldermen ("Board") hereby gives notice, pursuant to T.C.A. §7-33-303 that on Tuesday, July 8, 2008, at 7:00 P.M. the Board will conduct a public hearing with respect to the construction of sewer improvements in the Highgate Subdivision Area, as described in Resolution 2008-21, which is published herewith. At this hearing, owners of property to be benefited by such improvements may appear and be heard on the following issues:

1. Whether the proposed improvements should be undertaken as planned, or abandoned;
2. Whether the nature and scope of the improvements should be altered;
3. Whether the improvements should be financed through the issuance of bonds on an "assessed value basis" as authorized in this part.

RUSSELL B. TRUELL
INTERIM CITY ADMINISTRATOR / RECORDER

Highgate Subdivision Sanitary Sewer Project & Assessment District Schedule

June 2, 2008
David Parker

Assessment Resolution; Public Hearing BOMA Adoption	July 8, 2008 July 22, 2008
Easement Acquisition Completion	August 1, 2008
Construction; Advertisement for Bid Receive Construction Bids BOMA Award Construction Contract Notice to Proceed With Construction Construction Completion (150 days)	July 20, 2008 August 14, 2008 August 26, 2008 September 1, 2008 January 30, 2009

CITY OF FRANKLIN

Highgate Sewer Cost - Combined (061908 Estimate)

Construction Cost \$221,000

Bond Issuance Cost
(0.18%)

\$398

Assessment District
Cost

\$221,398

TAP FEES (One time for any scenario chosen)
Usual and customary fees

Proposed for Highgate homeowner (Pay in advance and waive Access & Installation)

Applic Fee	SDF	ACCESS	INSTALL	EDF	TOTAL
\$25	\$1,444	\$2,100	\$263	\$450	\$4,257
\$25	\$1,444	\$0	\$0	\$450	\$1,894

100 PERCENT COST ALLOCATED TO HOMEOWNER LESS ENGINEERING

Str #	STREET NAME	OWNER	PARCEL ID	2007 APPRAISED LAND VALUE	2007 IMPROV VALUE	2007 APPRAISED VALUE	2007 ASSESSED VALUE	% of TOTAL ASSESSMENT	COST TO HOMEOWNER (before interest)	10 Year Payback (Monthly)	10 Year Payback (Annual)
INTEREST RATE (Based on COF cost of capital)											
110	Century Oak Dr	Mikel, Brian J & Julia A	053H-A-001.00	\$90,000	\$263,500	\$353,500	\$88,375	3.81%	\$8,441	4.50%	\$1,067
107	Engle Ct	Wilson, Gene & Anita	053H-A-002.00	\$90,000	\$225,400	\$315,400	\$78,850	3.40%	\$7,532	\$78	\$952
106	Engle Ct	Powell, Thomas w Jr & Deborah	053H-A-003.00	\$90,000	\$319,200	\$409,200	\$102,300	4.41%	\$9,772	\$101	\$1,235
104	Engle Ct	McCalla Kerry A & Lynne	053H-A-004.00	\$90,000	\$239,000	\$329,000	\$82,250	3.55%	\$7,856	\$81	\$993
108	Century Oak Dr	Rudd, John R. & Margaret A Schuyler	053H-A-005.00	\$90,000	\$255,000	\$345,000	\$86,250	3.72%	\$8,238	\$85	\$1,041
106	Century Oak Dr	Baker, Gregory A & Suzanne	053H-A-006.00	\$90,000	\$252,600	\$342,600	\$85,650	3.70%	\$8,181	\$85	\$1,034
104	Century Oak Dr	Breedon, Phillip A & Jeanette	053H-A-007.00	\$90,000	\$216,200	\$306,200	\$76,550	3.30%	\$7,312	\$76	\$924
102	Century Oak Dr	Hope, Ronald W	053H-A-008.00	\$81,000	\$258,900	\$339,900	\$84,975	3.67%	\$8,117	\$84	\$1,026
101	Century Oak Dr	Horton, Chase A. Jr	053H-A-009.00	\$90,000	\$162,300	\$252,300	\$63,075	2.72%	\$6,025	\$62	\$761
103	Century Oak Dr	Kiser, Dwight E & Sarajane M	053H-A-010.00	\$90,000	\$219,500	\$309,500	\$77,375	3.34%	\$7,391	\$77	\$934
105	Century Oak Dr	Harbers, Michael & Margaret	053H-A-011.00	\$90,000	\$223,000	\$313,000	\$78,250	3.38%	\$7,474	\$77	\$945
107	Century Oak Dr	Bartels, Marvin W & Mary Lou	053H-A-012.00	\$90,000	\$251,200	\$341,200	\$85,300	3.68%	\$8,148	\$84	\$1,030
109	Century Oak Dr	Coughlin, John & Jacqueline	053H-A-013.00	\$90,000	\$239,900	\$329,900	\$82,475	3.56%	\$7,878	\$82	\$996
111	Century Oak Dr	Jennings, Harold W & Cynthia	053H-A-014.00	\$90,000	\$207,300	\$297,300	\$74,325	3.21%	\$7,099	\$74	\$897
113	Century Oak Dr	Wade, Gregory & Mary Jane	053H-A-015.00	\$90,000	\$222,800	\$312,800	\$78,200	3.37%	\$7,470	\$77	\$944
115	Century Oak Dr	Caprio, Francis J & Mary G.	053H-A-016.00	\$90,000	\$235,600	\$325,600	\$81,400	3.51%	\$7,775	\$81	\$983
	Century Oak Dr	Freeman, Harold Page	053H-A-017.00	\$18,000	\$0	\$18,000	\$4,500	0.19%	\$430	\$4	\$54
125	Century Oak Dr	Teague, Daryl & Jeanette F.	053H-A-018.00	\$90,000	\$200,900	\$290,900	\$72,725	3.14%	\$6,947	\$72	\$878
118	Century Oak Dr	Kline, Gavin D. & Toni	053H-A-019.00	\$90,000	\$230,100	\$320,100	\$80,025	3.45%	\$7,644	\$79	\$966
116	Century Oak Dr	Carey, James H. & Laurie A	053H-A-020.00	\$72,000	\$251,100	\$323,100	\$80,775	3.48%	\$7,716	\$80	\$975
114	Century Oak Dr	Robbins, Bryan D. & Jamie O	053H-A-021.00	\$90,000	\$223,700	\$313,700	\$78,425	3.38%	\$7,491	\$78	\$947

CITY OF FRANKLIN
Highgate Sewer Cost - Combined (061908 Estimate)

Construction Cost \$221,000
 Bond Issuance Cost (0.18%) \$398
 Assessment District Cost \$221,398

TAP FEES (One time for any scenario chosen)
 Usual and customary fees

Proposed for Highgate homeowner (Pay in advance and waive Access & Installation)

Applic Fee \$25 \$25 \$1,444 \$0 \$263 \$450 \$4,257
 SDF \$1,444 \$0 \$450 \$1,894

100 PERCENT COST ALLOCATED TO HOMEOWNER LESS ENGINEERING

Str #	STREET NAME	OWNER	PARCEL ID	2007 APPRAISED LAND VALUE	2007 IMPROV VALUE	2007 APPRAISED VALUE	2007 ASSESSED VALUE	% of TOTAL ASSESSMENT	COST TO HOMEOWNER (before interest)	10 Year Payback (Monthly)	10 Year Payback (Annual)
INTEREST RATE (Based on COF cost of capital)											
112	Century Oak Dr	Kaalaas, Kurt	053H-A-022.00	\$90,000	\$220,600	\$310,600	\$77,650	3.35%	\$7,417	4.50%	\$937
101	Windsor Way	Brazzell, Dan	053A-A-001.00	\$99,000	\$253,800	\$352,800	\$88,200	3.81%	\$8,425	\$87	\$1,065
105	Windsor Way	Haney, Ellis R. & N. Irene	053A-A-003.00	\$90,000	\$221,300	\$311,300	\$77,825	3.36%	\$7,434	\$77	\$939
107	Windsor Way	Bradley, Mary L. & John W	053A-A-004.00	\$90,000	\$206,200	\$296,200	\$74,050	3.19%	\$7,073	\$73	\$894
109	Windsor Way	Rodgers, Joe L & Susan A.	053A-A-005.00	\$76,500	\$301,200	\$377,700	\$94,425	4.07%	\$9,019	\$93	\$1,140
111	Windsor Way	Fenton, Cyrus E. & Amy H.	053A-A-006.00	\$90,000	\$251,200	\$341,200	\$85,300	3.68%	\$8,148	\$84	\$1,030
102	Windsor Way	Reeves, Donna P	053A-A-007.00	\$90,000	\$257,300	\$347,300	\$86,825	3.75%	\$8,293	\$86	\$1,048
114	Windsor Way	Brisby, Martha Kay	053A-A-008.00	\$90,000	\$356,100	\$446,100	\$111,525	4.81%	\$10,653	\$110	\$1,346
537	Franklin Road	Clearview Baptist Church	053-007.00	\$0	\$0	\$0	\$0	0.00%	\$0	\$0	\$0
537	Franklin Road	Clearview Baptist Church	053-009.00	\$0	\$0	\$0	\$0	0.00%	\$0	\$0	\$0
TOTAL				\$2,506,500	\$6,764,900	\$9,271,400	\$2,317,850	100.00%	\$221,398	\$2,294	\$27,980
AVERAGE/PARCEL				\$80,855	\$218,223	\$299,077	\$74,769		\$7,142	\$74	\$903

ORDINANCE 2005-93

ORDINANCE 2005-93, TO BE ENTITLED: "AN ORDINANCE TO ANNEX THE HIGHGATE SUBDIVISION AREA, CONTAINING 70.24 ACRES, LOCATED WEST OF FRANKLIN ROAD, 300 FEET SOUTH OF COUNTRY ROAD."

WHEREAS, the City of Franklin, Tennessee, has determined that it would be in the best interests of its existing residents to annex 70.24 acres west of Franklin Road and south of Country Road, Franklin City Limits border the site to the east, and that the failure to annex said property will retard the prosperity of the City and endanger the safety and welfare of its inhabitants; therefore:

PREMISES CONSIDERED

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

Map-Parcel	Acres
53H-A-01.00	1.20
53H-A-02.00	1.81
53H-A-03.00	1.92
53H-A-04.00	1.93
53H-A-05.00	1.30
53H-A-06.00	1.26
53H-A-07.00	1.20
53H-A-08.00	1.40
53H-A-09.00	1.30
53H-A-10.00	1.27
53H-A-11.00	1.20
53H-A-12.00	1.20
53H-A-13.00	1.79
53H-A-14.00	1.51
53H-A-15.00	1.80
53H-A-16.00	1.69
53H-A-17.00	1.67
53H-A-18.00	2.22
53H-A-19.00	2.58
53H-A-20.00	3.18
53H-A-21.00	2.41

53H-A-22.00	1.84
53A-A-01.00	2.09
53A-A-03.00	1.07
53A-A-04.00	1.30
53A-A-05.00	1.39
53A-A-06.00	0.97
53A-A-07.00	1.19
53A-A-08.00	1.84
53-07.00	2.90
53-09.00	14.58
Highgate Subdivision Street Right-of-Way	5.23
Total	70.24

Commencing at the west right-of-way line of Franklin Road and the south right-of-way line of Country Road, if extended; thence south 280 feet along the west right-of-way line of Franklin Road to a northeast corner of parcel 9.00, Map 53H-A, all parcels being referenced to Tennessee State Board of Equalization Maps, as may be revised, which is also the point of beginning.

Thence south 180 feet along the east line of parcel 9.00 to the southeast corner of parcel 9.00, which is also a point along the north right-of-way line of Century Oak Drive; thence south 60 feet along the east line of parcel 9.00, if extended, to a point along the south right-of-way line of Century Oak Drive, which is also the northeast corner of parcel 8.00, Map 53HG-A; thence south 205 feet along the east line of parcel 8.00 to the southeast corner of parcel 8.00; thence west 340 feet along the south line of parcel 8.00 to the southwest corner of parcel 8.00, which is also a point along the east line of parcel 7.00, Map 53H-A; thence south 580 feet along the east lines of parcels 7.00, 4.00, Map 53H-A, and 3.00, Map 53H-A, to the southeast corner of parcel 3.00; thence west 800 feet along the south lines of parcels 3.00, 2.00, Map 53H-A, and 22.00 Map 53H-A, to the southwest corner of parcel 22.00; thence south 685 feet along the east lines of parcels 21.00, Map 53H-A, and 20.00, Map 53H-A, to the southeast corner of parcel 20.00; thence west 390 feet along the south lines of parcels 20.00 and 19.00, Map 53H-A, to the southwest corner of parcel 19.00; thence northwest 530 feet along the west line of parcel 19.00 to the northwest corner of parcel 19.00, which is also a point along the south right-of-way line of Century Oak Drive; thence northwest 60 feet along the west line of parcel 19.00, if extended, to the southwest corner of parcel 18.00, Map 53H-A, which is also a point along the north right-of-way line of Century Oak Drive; thence northwest 450 feet along the west line of parcel 18.00 to the northwest corner of parcel 18.00; thence northeast 876 feet along the north lines of parcels 18.00, 17.00, Map 53H-A, 16.00, Map 53H-A, 15.00, Map 53H-A, 14.00, Map 53H-A, and 13.00, Map 53H-A, to the southwest corner of parcel 7.00, Map 53A-A; thence north 265 feet along the west line of parcel 7.00 to the northwest corner of parcel 7.00; thence east 195 feet along the north line of parcel 7.00 to the northeast corner of parcel 7.00, which is also the west right-of-way line of Windsor Way; thence generally north 800 feet along the west right-of-way line of Windsor Way to the southeast corner of parcel 8.00, Map 53A-A; thence northwest 275 feet along the south line of parcel 8.00 to the southwest corner of parcel 8.00; thence north 240 feet along the west line of parcel 8.00 to the northwest corner of parcel 8.00; thence east 313 feet along the north line of parcel 8.00 to the northeast corner of parcel 8.00; thence southwest 260 feet along the east line of parcel 8.00 to a southeast corner of parcel 8.00; thence east 15 feet along a line of parcel 8.00 to the northwest corner of the west right-of-way line of Windsor Way; thence east 55 feet along the north line of parcel 9.00, Map 53, if extended, to the northwest

corner of parcel 9.00, Map 53; thence generally east and south 1,320 feet along the north lines of parcels 9.00 and 7.00, Map 53, to a northeast corner of parcel 7.00, which is also a point along the west right-of-way line of Franklin Road; thence south 780 feet along the west right-of-way line of Franklin Road to the northeast corner of parcel 9.00, Map 53H-A, which is also the point of beginning, and containing 65.01 acres in parceled land and 5.23 acres in Highgate Subdivision street right-of-way, for a total of 70.24 acres, more or less.

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

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

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 March 1, 2006.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: James R. Johnson
JAMES R. JOHNSON
CITY ADMINISTRATOR

BY: Thomas R. Miller
THOMAS R. MILLER
MAYOR

PLANNING COMMISSION RECOMMENDED APPROVAL:

PASSED FIRST READING:

PUBLIC HEARING HELD:

PASSED SECOND READING:

PASSED THIRD AND FINAL READING:

12/13/05
1/10/06
1/10/06
2/14/06

ORDINANCE 2005-93
ANNEX HIGHGATE SUBDIVISION AREA
70.24 ACRES
FMPC 11/17/05

Legend

-  Streets
-  Highgate Subdivision Area
-  UGB
-  City Limits
-  Parcels

DISCLAIMER
This map was created by the City of Irving's MIT
Department and was compiled from the most accurate information
available. The City is not responsible for any errors or omissions
contained herein. All data and material Copyright © 2003
All Rights Reserved.

Flood Disclaimer
Flood data provided by Geacris, Inc., Norman, Ohio. The flood
information on this map is for informational purposes only and is not to be
used for flood zone determinations. Geacris, Inc. and its affiliates
shall not be held liable for any misuse, misinterpretation or other consequences of
the flood information contained herein.



5

Thomas R. Miller
Mayor

James R. Johnson
Administrator

CITY OF FRANKLIN
TENNESSEE

MEMORANDUM...

TO: Board of Mayor and Aldermen

FROM: 
Jay R. Johnson, City Administrator

DATE: January 9, 2006

RE: Agenda Item #16
Highgate Subdivision Annexation

In response to questions; following are two items of additional information or clarification.

1. A preliminary estimate for the installation of gravity sewer lines (collection mains and manholes) is \$462,000, or approximately \$15,500 per home for 30 homes within a special assessment district.

Note:

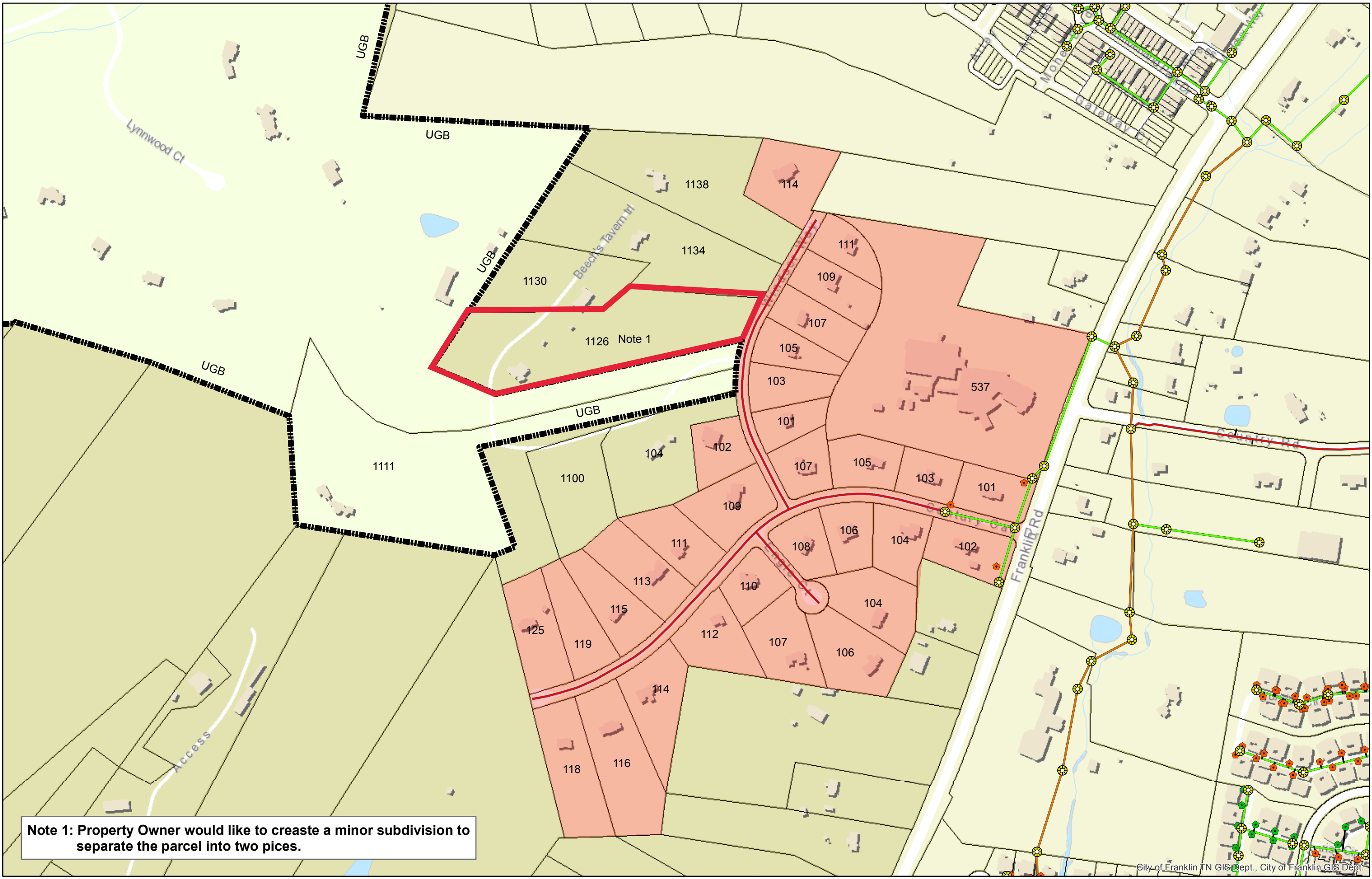
Rock excavation or roadway repair / resurfacing, if needed, would increase this cost.

2. The question has been asked if, at a future date, the City would undertake and fund the construction of sewer mains within the subdivision following annexation, rather than creation of a special assessment district. (Public health threat, for example, due to failing septic systems). I am unaware of any instance where the City's sewer fund has done this, or would do this, on the basis of an entire neighborhood. I doubt grant funds (such as CDBG) would be available for this neighborhood.

/bjj

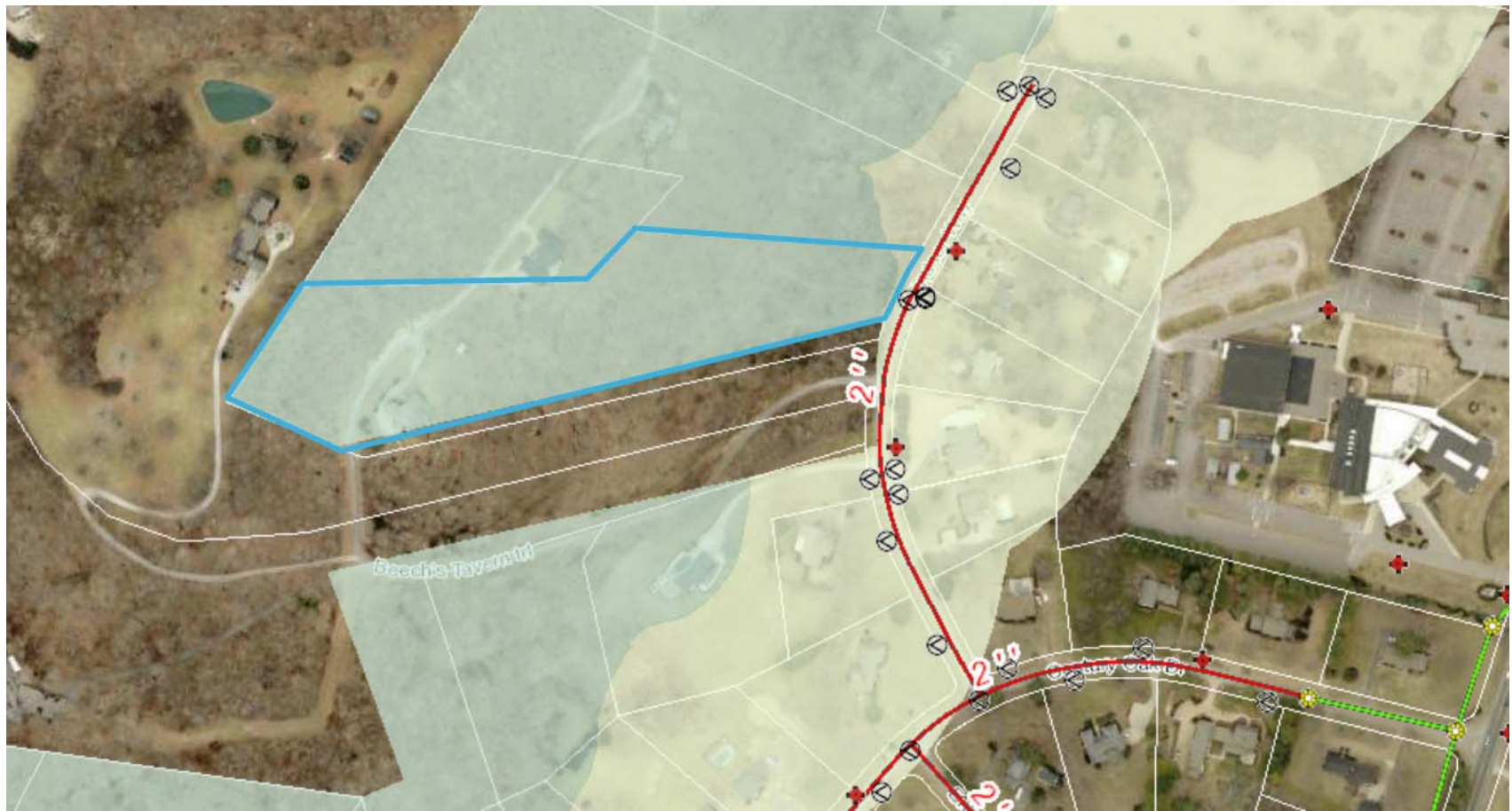
C: Randy Wetmore, Asst. City Administrator
David Parker, City Engineer

Out of Office Memo: Highgate Subdivision



Note 1: Property Owner would like to creaste a minor subdivision to separate the parcel into two pices.

Exhibit B



DRAFT RESOLUTION 2017-17

TO BE ENTITLED: “A RESOLUTION ADOPTING A PLAN OF SERVICES FOR THE ANNEXATION OF SEVERAL PROPERTIES NOT ADJOINING THE EXISTING CITY LIMITS, LOCATED ON THE NORTH AND SOUTH SIDE OF MURFREESBORO ROAD, EAST OF NORTH CHAPEL ROAD, AND WEST OF TRINITY ROAD, AND WITHIN THE EASTERN PART OF THE FRANKLIN URBAN GROWTH BOUNDARY (UGB), BY THE CITY OF FRANKLIN, TENNESSEE.”

WHEREAS, *Tennessee Code Annotated* (T.C.A.) §§ 6-51-102 and 6-51-104(d) (4), as amended, requires that a Plan of Services be adopted by a municipal governing body prior to the passage of an annexation resolution; and

WHEREAS, T.C.A. § 6-51-104 (d) (1), as amended, permits the annexation of territory that does not adjoin the boundary of the main part of the municipality, without extending the corporate limits of that territory, if the territory proposed for annexation is entirely contained within the municipality’s urban growth boundary and is to be used for commercial purposes or future residential development; and

WHEREAS, T.C.A. § 6-51-104 (d) (4) requires that the plan of services shall be prepared by the municipality in cooperation with the County in which the territory is located. The municipality and the county shall enter into an interlocal agreement pursuant to T.C.A. § 5-1-113, as amended, to provide emergency services for any interceding properties and to maintain roads and bridges comprising the primary route to the area thus annexed as the municipality and the county deem necessary; and

WHEREAS, the City of Franklin and Williamson County have, or will have entered into an interlocal agreement as required by T.C.A. § 6-51-104 (d) (4) prior to final passage of Resolution 2017-17; and

WHEREAS, T.C.A. § 6-51-104 (d) (2), as amended, requires the written consent of the property owner or owners; and

WHEREAS, Ravenwood LP, Brentwood Inn LLC, Smith Reese L III ETAL, CBMS LLC, Wilson Pike LLC, and R&S Rental Properties LLC, (“Owners”) of property located at 4468 Murfreesboro Road (88---01801), Murfreesboro Road (88---01802), Murfreesboro Road (88---01805), 3698 N. Chapel Road (88---01806), 4417 Murfreesboro Road (88---01900), and 151 Trinity Road (87---03800) (“Properties”), petitioned the Board of Mayor and Aldermen (BOMA) of the City of Franklin, Tennessee (“City”), to annex six (6) parcels, containing 490.93 acres, located within the Franklin Urban Growth Boundary (UGB), and not adjoining the city limits; and

WHEREAS, the Properties are located on the north and south side of Murfreesboro Road and east of North Chapel Road and west of Trinity Road, as described herein and as depicted on the Map attached hereto as Exhibit A:

Map-Parcel	Acres	Owner	Property Address
88---01801	174.61	Ravenwood LP	4468 Murfreesboro Rd
88---01802	95.68	Brentwood Inn LLC	Murfreesboro Rd
88---01805	41.18	Smith Reese L III ETAL	Murfreesboro Rd

88---01806	20.41	CBMS LLC	3698 N Chapel Rd
88---01900	82.05	Wilson Pike LLC	4417 Murfreesboro Rd
87---03800	77.00	R&S Rental Properties LLC	151 Trinity Rd
Total	490.93		

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

WHEREAS, the Franklin Municipal Planning Commission has reviewed and recommended _____ of the Plan of Services for the annexation area; and

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

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

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

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

SECTION I. Pursuant to the provisions of T.C.A. §§ 6-51-102 and 6-51-104 (d) (4), as amended, there is hereby adopted, for the area bounded as described above, the following Plan of Services:

A. Water

1. The Properties are located within Milcrofton Water District service area.
2. Water availability shall be approved by the Milcrofton Water District and the Owners shall provide documentation of water availability prior to annexation of the Properties by the City.
3. The Owners shall be required to provide adequate fire flow and pressure to the Properties as required by adopted City requirements.

B. Reclaimed Water

1. According to the City of Franklin's Municipal Code, reclaimed water systems shall be extended to a development if the development is located within 1,000 feet of an existing reclaimed water line.
2. The Properties are not located within 1,000 feet of an existing reclaimed water line and a major extension would be required to serve the Properties. Therefore, the Owners shall not be required to extend reclaimed water lines to the Properties.

C. Wastewater

1. The Property lies within the Mayes Creek Basin as defined in the City's Sanitary Sewer Basin Study.
2. The Owners are proposing to construct approximately 1,400 dwelling units and 135,000 square feet of commercial development on the Properties.
3. The Owners shall be required to extend the Harpeth River Interceptor approximately 6 miles to the property line. The exact size, length, location, and timing shall be determined based on the update to the Mayes Creek Sewer Basin Plan currently being completed by the City and an engineering study prepared by the Owners and approved by the City.

4. All sanitary sewer facilities shall be constructed by the Owners and dedicated to and operated by the City.
5. The Owners shall be required to submit engineering calculations to the City to determine final sizing requirements.
6. The Owners shall be required to provide Engineering design, construction, easements, rights-of-way, and the costs associated with the installation of the on-site sanitary sewer infrastructure required to serve the development of the Properties.
7. The Owners shall be responsible for the payment of fees per the policies and procedures outlined in Franklin Municipal Code.
8. Additional personnel and equipment will be required as the Properties develop. The timing for the additional personnel and equipment shall be determined as part of the approval of the zoning and development plan for the Properties.

D. Stormwater

1. The Owners shall be responsible for the engineering, design and construction of the necessary stormwater infrastructure for the development of the Properties and shall comply with the requirements outlined in the Franklin Municipal Code.
2. As the Properties develop, the City will charge prevailing stormwater user fees per the policies and procedures outlined in the Franklin Municipal Code.

E. Streets

1. The emergency maintenance of any existing County streets annexed by the City as part of this annexation petition will begin on the effective date of annexation.
2. Reconstruction and resurfacing of streets, routine maintenance, and installation of storm drainage will be accomplished according to existing City policies.
3. Access to the Properties shall be approved during the development review process and shall comply with the recommendations as shown in the Major Thoroughfare Plan.
4. The Owners of the Properties shall be required to submit a traffic impact analysis prior to submitting a development plan for review and approval. The exact scope associated with this traffic impact analysis shall be determined prior to submittal of the Development Plan in accordance with City policies. Required street improvements shall be determined as part of the approval of the Development Plan. The roadways constructed as part of this development shall comply with City Street Standards.

F. Traffic Control

1. Traffic signals, traffic signs, street markings, and other traffic control devices shall be installed as the need is established by appropriate study and traffic standards. Within 12 months after the effective date of the annexation, the City shall add northbound Opticom pre-emption at the SR-96E and Arno Road intersection. The Owners shall be responsible for reimbursing the City for the cost of the equipment and installation of the pre-emption equipment. No other needs have been identified for the area at this time.
2. New development shall comply with City regulations governing traffic control devices and markings after the effective date of annexation.

G. Street Lighting

1. No off-site street lighting is proposed at this time.
2. Street lighting within new developments shall be funded and installed by the Owners per City policy, including the installation of electric meters to allow for future ownership and maintenance by the City or homeowners association. The installation and operation of street lights shall coincide with the phasing of development and issuance of Certificates of Occupancy.

H. Street Name Signs

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

I. Fire Protection

1. Fire protection by the present personnel and equipment of the Franklin Fire Department will be provided on and after the effective date of annexation. Current response will be provided primarily from Fire Station 6 located at 1061 Cool Springs Boulevard. No additional personnel or equipment will be necessary to initially serve the annexation area.
2. An additional fire station, personnel and equipment will be required as the Properties develop. The Owners shall work with the City to identify an appropriate site near the intersection SR-96E and North Chapel Road containing at least 3 acres for the Owners to dedicate to the City for the construction of a new fire station. The City shall agree to the location and the land shall be dedicated to the City prior to the issuance of any certificates of occupancy within the annexed Properties. The completion and staffing of the fire station shall be determined by the City.
3. Home fire sprinkler system shall be installed and maintained in all newly constructed homes that are not contiguous to the City Limits and are not served within a 4-minute average fire response time by the City of Franklin as determined at the time of site plan approval.
4. Where water is available and prior to the issuance of any certificates of occupancy, the applicant shall coordinate with the City and confirm the presence of fire hydrants every 1,000 feet along SR-96E from the existing city limits to the limits of the Properties to be annexed.

J. Planning and Zoning

1. The planning and zoning jurisdiction of the City will extend to the annexed area on and after the effective date of annexation.
2. According to the Franklin Land Use Plan, the Properties are located in the Seward Hall Character Area, Special Area 7. The Plan recommends that the entire area should retain a Suburban and Rural Character and the preservation of natural features in the area is critical in order to retain its current character. The Land Use Plan recommends the following policies for Special Area 7:

Character

1. This area currently comprised of residential, civic/institutional uses as well as vacant properties that may receive development pressures in the future due to widening of Highway 96/Murfreesboro Road and the potential extension of Market Street.
2. The protection of environmental features is important to this area's unique character.
3. A special area amendment is encouraged when the location and alignment of the Market Street extension is finalized.

Land Use

4. Existing uses are predominantly Civic/Institutional Uses and Detached Residential. Additional similar uses are appropriate.
5. If adequate infrastructure is available, Neighborhood Retail, Civic/Institutional Uses, Professional Offices and Attached Residential may be appropriate. If these uses are proposed, a master plan is encouraged.
6. New growth should be encouraged only in areas where adequate public water, sewer and streets are currently available or are planned.

Development Form

7. This area should follow standards for the Conventional/Suburban Design Concept.

8. Once adequate infrastructure is available and the extension of Market Street is further refined, a Local Commercial Activity Center may be an appropriate alternative Design Concept. Associated uses are limited to those identified in the section above.
9. A transition to adjacent uses and development patterns should be provided. Smaller lots should not be located on the exterior of a proposed development adjacent to, or across the street from, larger lots of an existing development. However, if the applicant proposes an alternative, and if potential conflicts will be created, the applicant shall give justification as to how they will be mitigated or avoided.

Connectivity

10. Community gateways should be identified and improved. Gateways can be key entrances into the community, or they can be key connections between neighborhoods or business districts. The Major Thoroughfare Plan identifies roadway extension and widening to Murfreesboro Road and Market Street running through the center of this special area.
11. Greenways should be encouraged as they provide an open space network between neighborhoods, mixed use centers, office and commercial developments, business districts, parks, schools and historic sites. The Greenway and Open Space Plan calls for a multi-use path and bike lanes along Murfreesboro Road.

Open Space

1. A well-integrated network of connected open space and parks shall be encouraged to add public amenities and to preserve the existing qualities of the area.
2. Common design elements, such as fieldstone walls and wood plank fencing, shall be used to create and maintain the land-use character of the area.
3. If the proposed plan for the development conflicts with the Land Use Plan, a Land Use Plan amendment must be approved by the Planning Commission prior to consideration of the annexation and Plan of Services by the Planning Commission and BOMA.
4. Upon annexation, the Property will be zoned by the Board of Mayor and Aldermen, pursuant to the recommendations of the Franklin Land Use Plan and the requirements of the Franklin Zoning Ordinance, with a base zone district, Overlay District, Character Area Overlay District, and designated as a Conventional or Traditional Area. The Owner shall also be required to submit a Planned Unit Development (PUD) Development Plan pursuant to the requirements of the Zoning Ordinance.

K. Parks and Recreation

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

L. Police Protection

1. Police patrol and response to calls by the Franklin Police Department will be provided on and after the effective date of annexation. One additional school crossing guard will be required to initially provide service to Trinity Elementary School. No other additional manpower or equipment will be necessary to initially serve the annexation area.
2. Additional personnel and equipment will be required to serve the area as the Properties develop in order to continue the present level of police protection provided throughout the City. The timing and number of additional personnel and equipment necessary to service the future growth in the annexation area shall be determined as part of the approval of zoning and development plans for the Properties.

M. Building and Code Inspection Services

1. Building and code inspection services will begin in the annexed area on and after the effective date of the annexation.
2. New development in the annexed area shall comply with adopted City Building Codes, pay the applicable fees, and obtain the required permits for inspection services.
3. Additional personnel and equipment will be required as the Properties develop. The timing and number of additional personnel and equipment necessary to service the future growth in the annexation area shall be determined as part of the approval of zoning and development plans for the Properties.

N. Garbage and Recycling Pickup and Environmental

1. The Sanitation and Environmental Services Department will begin providing services in the annexed area on and after the effective date of the annexation in accordance with adopted City requirements.
2. No additional manpower or equipment will be necessary to serve the annexation area upon the effective date of the annexation. However, additional manpower and equipment will be necessary to serve future developments within the annexation area. The need for additional manpower and equipment will be evaluated and determined as part of the zoning and development plan review and approval process.
3. In accordance with adopted City requirements, Non-Residential owner(s) do not have to use the City as a provider, but the Non-Residential owner(s) shall be responsible for providing refuse collection services as a matter of public health. The Non-residential owner(s) shall present a plan for service for refuse collection services for approval by the Sanitation and Environmental Services Department, and shall be required to install required dumpster enclosures if dumpsters will be used for holding refuse between scheduled service days. Residential properties are required to have at least one (1) City-issued rollout container and pay for residential collection services as required by the Franklin Municipal Code.
4. As the City limits expand further into the Urban Growth Boundary (UGB), the City should evaluate the need for an additional transfer station to accommodate the anticipated growth of the City and increased volumes of waste.

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

ADOPTED THIS _____.

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to form by:

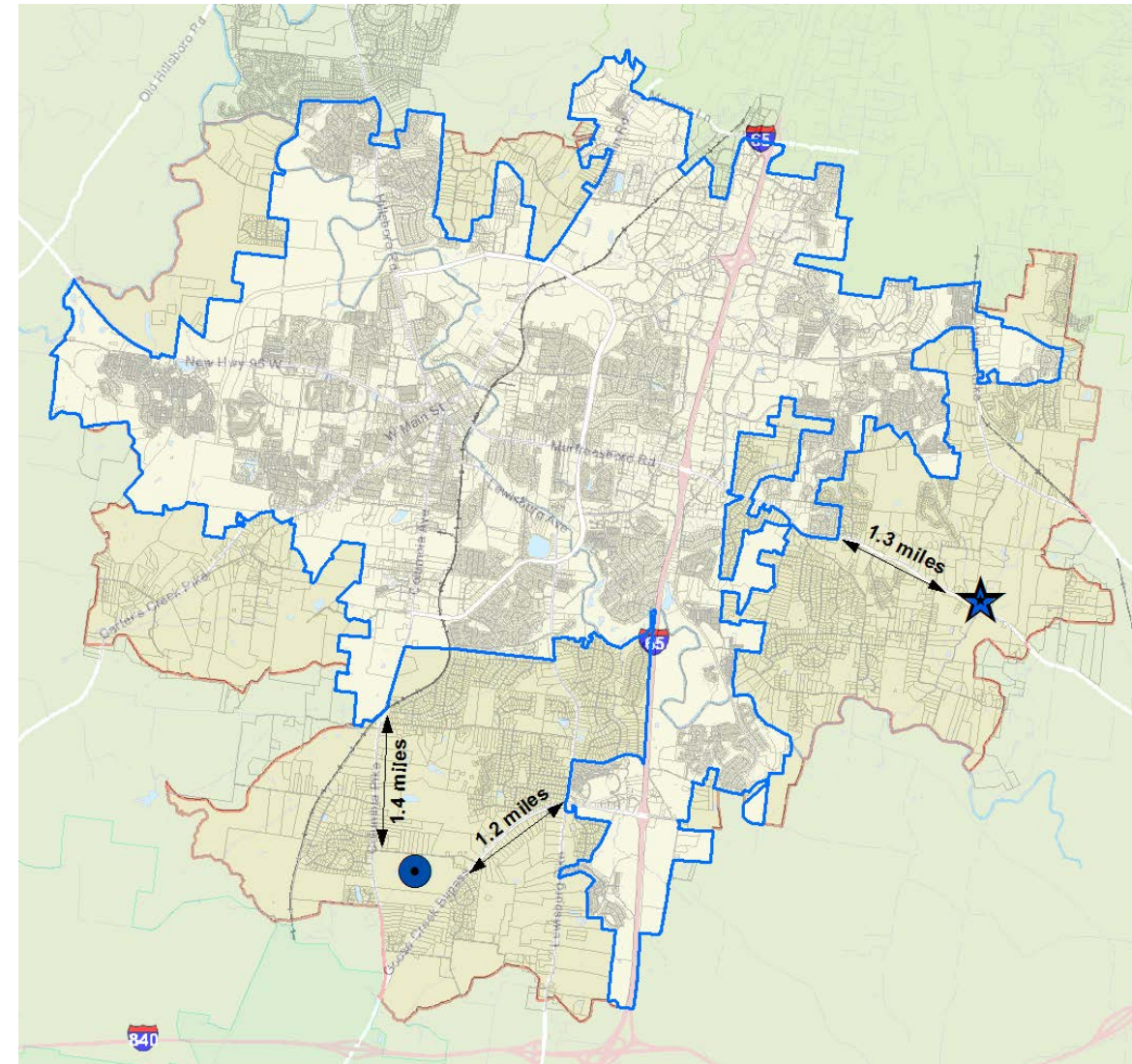
Shauna R. Billingsley
City Attorney

Mayes Creek Non-contiguous Annexation Request

BOMA WORKSESSION – APRIL 25, 2017

Non-contiguous Annexations

- The City may annex property located in the Urban Growth Boundary (UGB) that is not contiguous to the existing city limits upon the request of a property owner(s)
- Plan of Services (POS) for non-contiguous annexations have additional requirements
 - Must be prepared in cooperation with the County
 - City and County have to adopt inter-local agreements for the following items:
 - How emergency services will be provided to any interceding properties, and
 - Maintenance of roads and bridges located on the primary route to the area being annexed as deemed necessary by the City and County.
- Several property owners have expressed interest in annexing property that is not contiguous to the City limits.



Key BOMA Policy Considerations - Non-contiguous Annexations

- Does the proposed development fit the City's broader land use vision / consistent with Long Range Plans?
- Does the proposed development fill a community need and bring high quality development to the City?
- Does the proposed development help advance Key Infrastructure Plans?
- What is the impact of the proposed development on overall level of city services?

Mayes Creek Annexation Request

- Request to annex 490 acres not contiguous to existing City limits (N. Chapel Rd/ Hwy 96 E area)

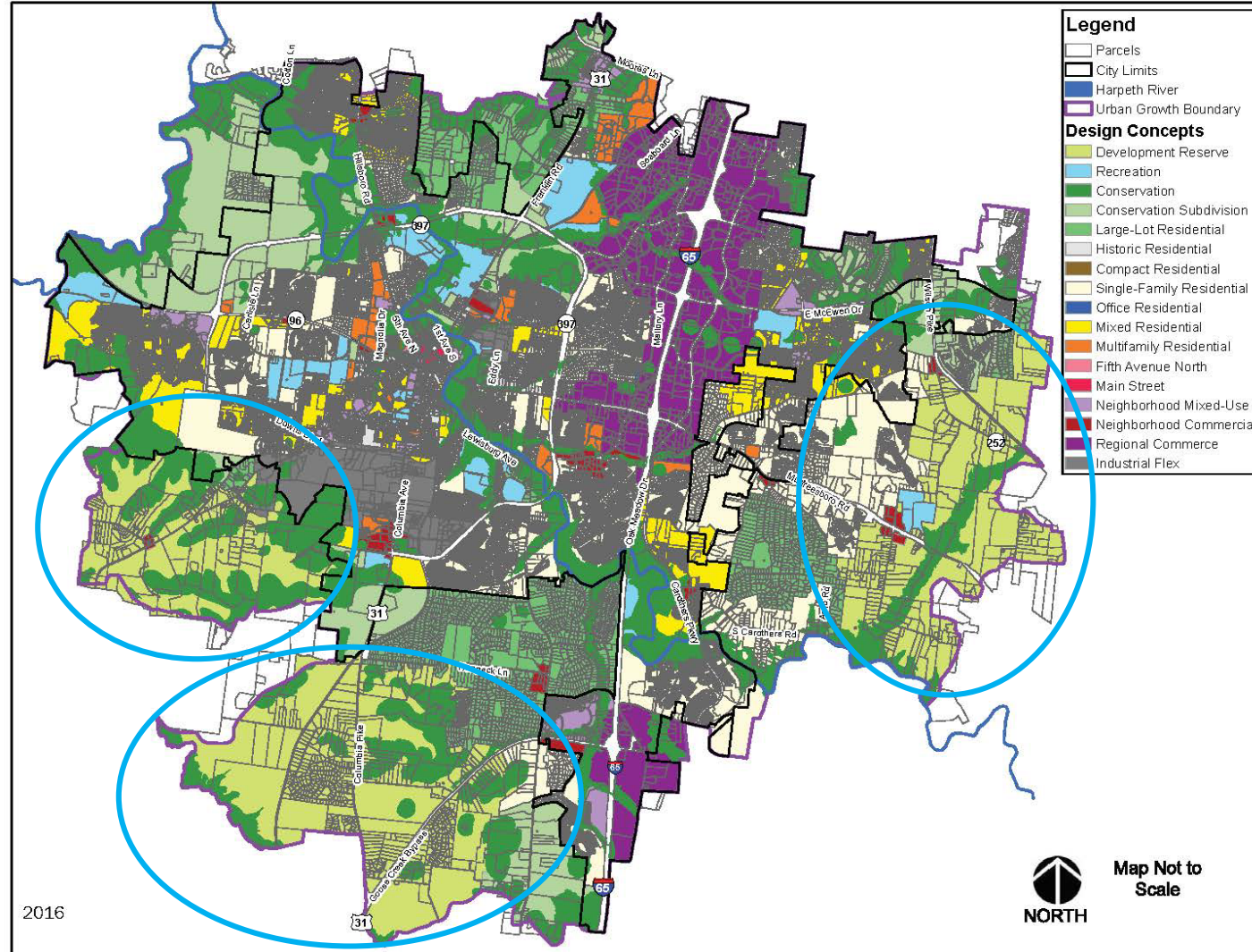
How does development fit broader land use vision/consistency with Envision Franklin?

- Located in Development Reserve, Neighborhood Commercial, and Conservation Design Concepts
- Property currently not located within reasonable proximity to sewer
- Existing road network not suitable for large scale development
- Will require an amendment to Envision Franklin



Mayes Creek Annexation Request

FIGURE 4.1: DESIGN CONCEPTS MAP



Mayes Creek Annexation Request

FIGURE C.5: LAND USE SUITABILITY - FIRE STATIONS

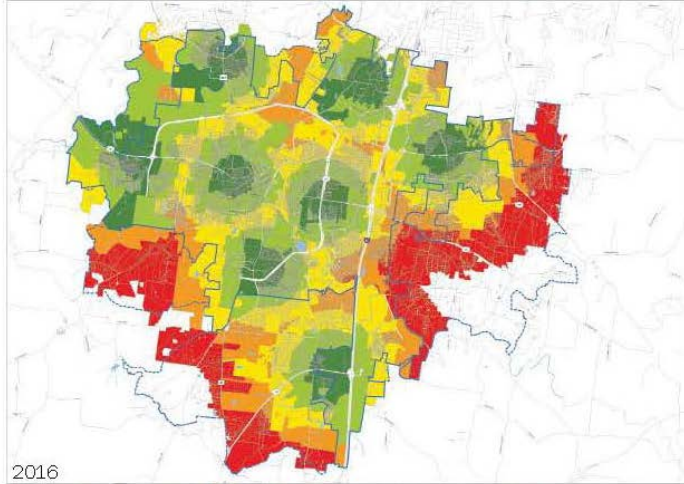


FIGURE C.7: LAND USE SUITABILITY - EMPLOYMENT CENTERS

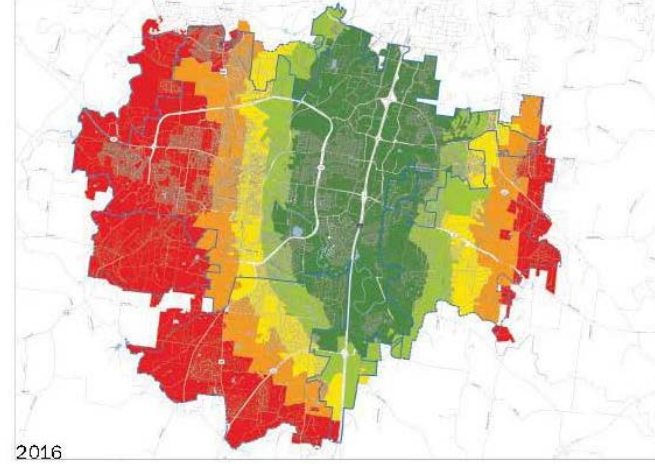


FIGURE C.10: LAND USE SUITABILITY - PRIMARY THOROUGHFARES

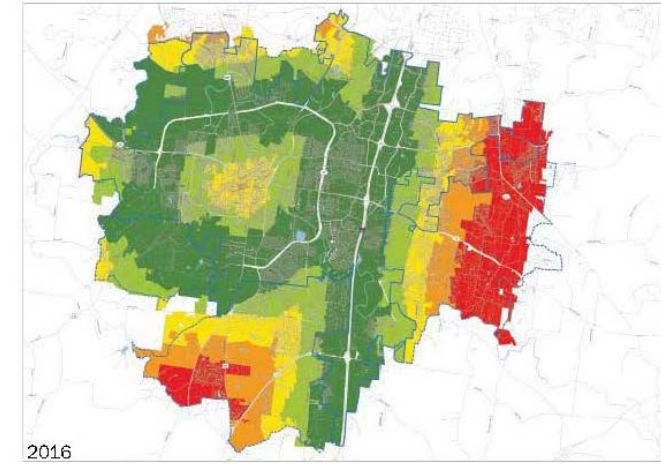


FIGURE C.6: LAND USE SUITABILITY - SEWER SERVICE

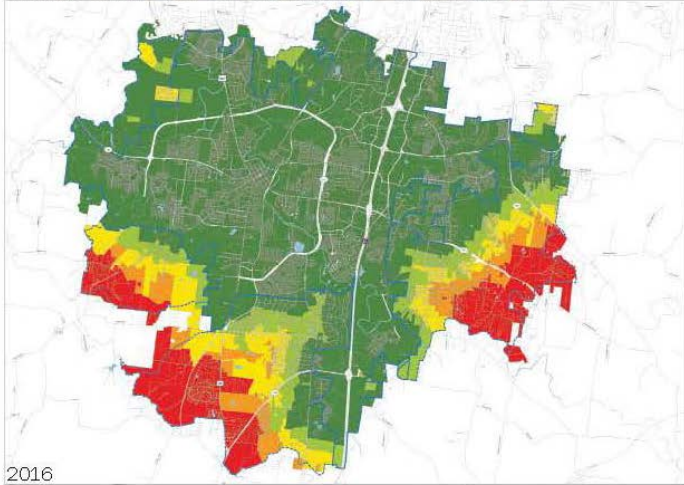


FIGURE C.8: LAND USE SUITABILITY - COMMERCIAL CENTERS

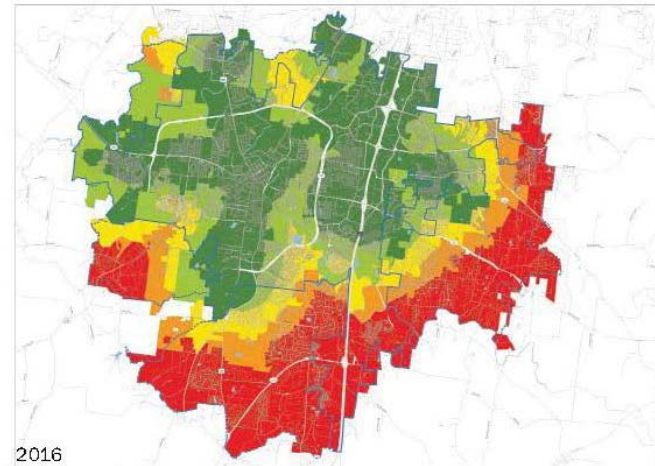
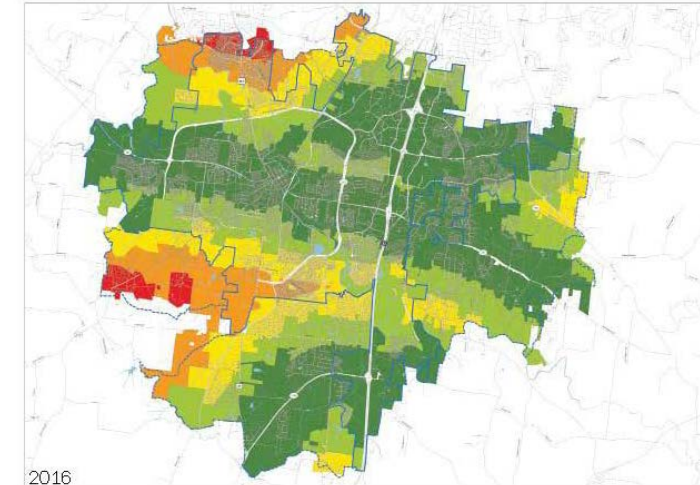


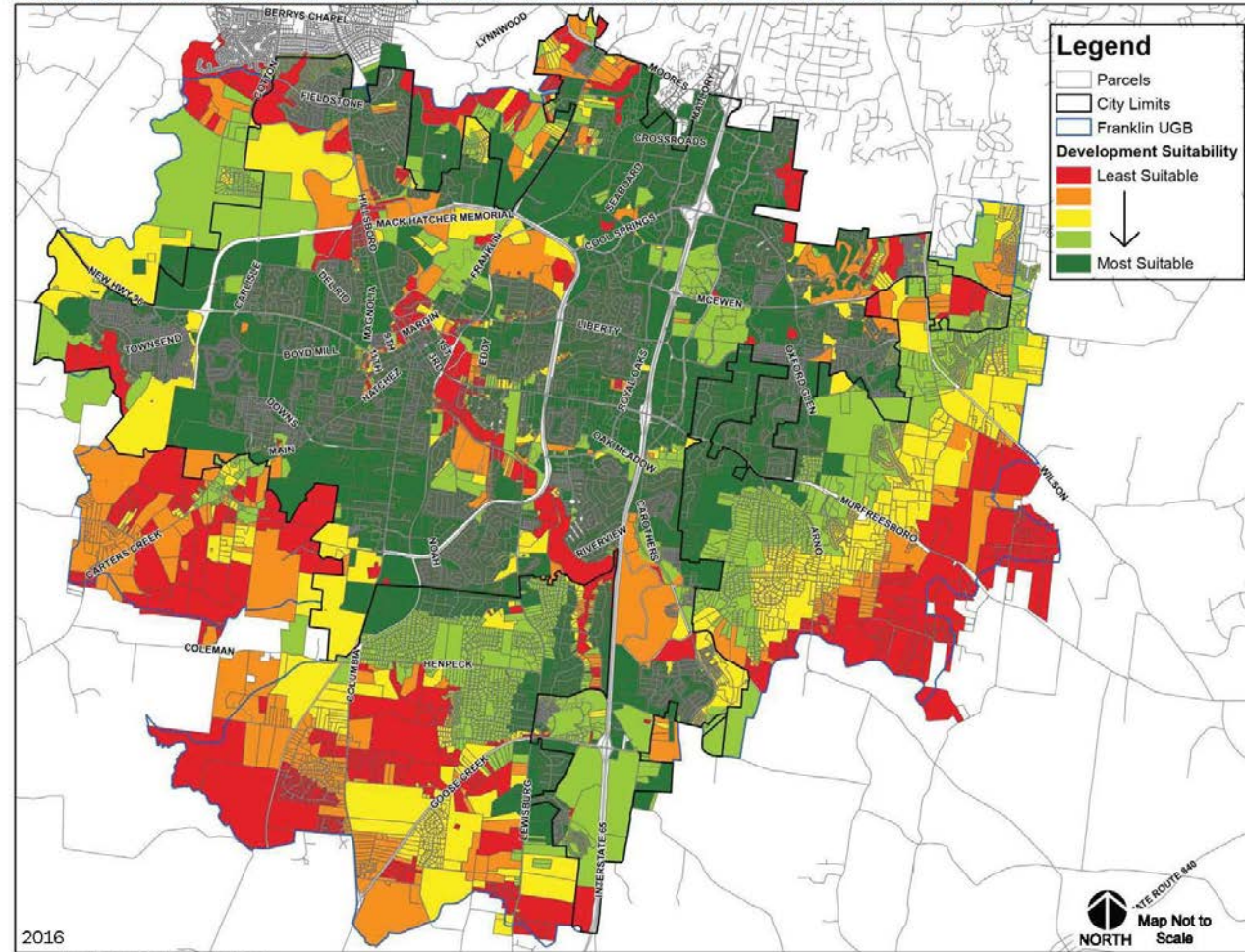
FIGURE C.11: LAND USE SUITABILITY - SECONDARY THOROUGHFARES



Mayes Creek Annexation Request

APPENDIX C

FIGURE C.2: LAND USE SUITABILITY MAP (INCLUDES ALL FACTORS AND REFLECTS FACTOR WEIGHTING)



Mayes Creek Annexation Request

- **Evaluation of impact on overall level of city services / Cost-Benefit**
- Draft POS has been prepared based on a preliminary analysis by City Departments
- **Next Steps**
- Begin process with County to Draft POS and required inter-local agreements

ENVISION



FRANKLIN

PRESERVING THE PAST, PLANNING THE FUTURE

ADOPTED JANUARY 26, 2017



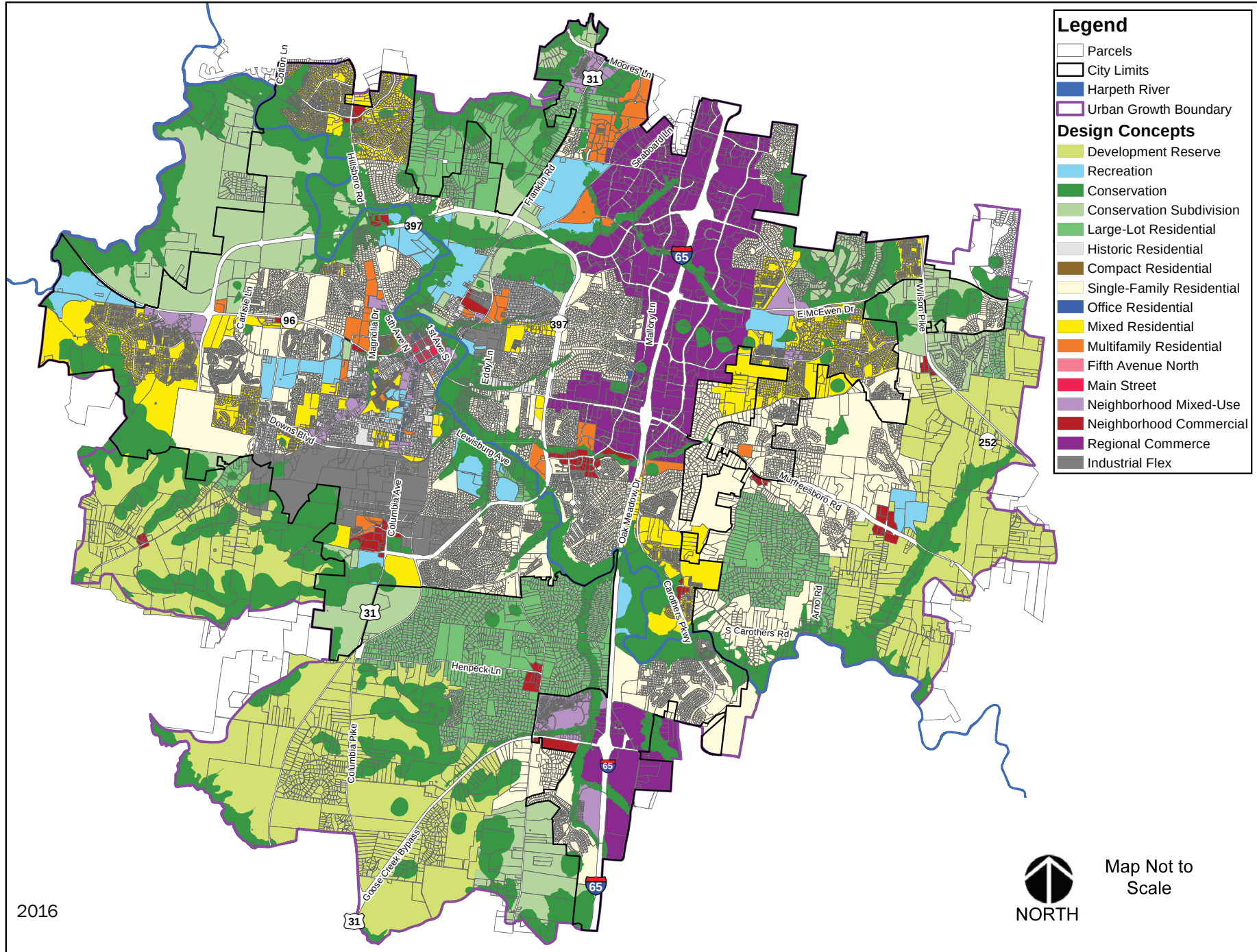
MANAGED GROWTH

THE CITY SEEKS RESPONSIBLE AND PURPOSEFUL GROWTH THAT ENHANCES QUALITY OF LIFE, PROVIDES A DYNAMIC MIX OF LAND USES, AND PRESERVES ITS SCENIC BEAUTY.

- A.** Strategic growth is encouraged in locations supported by existing City infrastructure and services or where they are planned to be provided in an efficient and orderly manner. The extension of infrastructure and public services should be used as a tool that strategically directs where growth should take place, not as a reactive response to development.
- B.** Regional commercial and employment centers should be focused along regional transportation facilities and at intersections of arterial streets. These areas should have a more compact land-use pattern to support the efficient use of resources and alternative transportation.
- C.** Land-use policies, infrastructure improvements, and community facility investments should be coordinated to maximize efficiency and public benefit while minimizing negative impacts of growth.
- D.** Annexation within the UGB should be approached in a comprehensive manner that promotes contiguity and orderly growth, efficient delivery of municipal services, and proactive planning for future development.
- E.** Franklin should coordinate with Brentwood, Thompson's Station, Spring Hill, Williamson County, and the Nashville Area MPO to manage the quality and density of growth along the City/UGB boundaries.



FIGURE 4.1: DESIGN CONCEPTS MAP



2016

DEVELOPMENT RESERVE

The Development Reserve includes areas along the fringes of the Franklin UGB and is characterized by agricultural uses and single-family residential uses on significant acreage. Public sewer access is unavailable in these areas. Rural road widths are not capable of handling high traffic volumes. New growth should only be encouraged in areas where adequate public water, sewer, and streets are available or are planned.

A suitability analysis was performed to help determine where development reserve areas are located. These areas should be subject to further planning in coordination with planned infrastructure improvements and public-service delivery. Until adequate infrastructure is available, the land-use recommendation is single-family residential on lots of two acres or more. New buildings should be designed around natural features to protect forested areas, hillsides and hilltops, streams, and tree rows.

Historic site features such as cemeteries, barns, accessory structures, and agriculturally related features should be preserved in their locations and context with careful site design around them to preserve the character of Franklin.

*“NEW BUILDINGS
SHOULD BE DESIGNED
AROUND NATURAL
FEATURES TO
PROTECT FORESTED
AREA, HILLSIDES AND
HILLTOPS, STREAMS,
AND TREE ROWS.”*



APPENDIX C

DEVELOPMENT SUITABILITY ANALYSIS

The development suitability analysis was performed using the CommunityViz software plugin for ArcGIS and data sets provided by the City of Franklin. Relative suitability was calculated for nine individual suitability factors. These factors were then weighted to calculate an overall suitability score for each parcel in the Urban Growth Boundary. Suitability scores are calculated as a number between 0 and 100, with higher scores representing greater development suitability. The suitability scores are relative, and parcels with low suitability scores may not be considered to be totally undevelopable. It may be that a large portion of the site is undevelopable but not the whole site. Also, as utility infrastructure is extended, and roadways are constructed or improved, development suitability may change.

Suitability Factors

Nine suitability factors were used in the analysis, they include: floodway and floodplain; hillsides and hilltops; fire stations; sewer service; employment centers; commercial centers; stream buffers; primary thoroughfares; secondary thoroughfares.

Factor Type

Two types of factors were used in the analysis. The first type is proximity based; the closer the parcel is to the target area for each factor (i.e. commercial center, thoroughfare, fire station), the higher the suitability score. The second type of factor is overlay based. For these factors, the amount of overlap between the parcel and the target area (i.e. floodplain, hillside) is calculated. Parcels with higher amounts of overlap result in lower suitability scores. Figure C.1 is a summary of the suitability factors and their respective types.

Factor Weighting

Individual suitability factors were weighted to calculate the overall suitability scores. Physical development constraints (i.e. flood-prone land, hillsides and hillcrests, and stream buffers) were weighted more heavily than the majority of the proximity measures (i.e. proximity to employment centers, primary thoroughfares, and fire stations, for example). Proximity to sewer service was also weighted heavily since the lack of sewer service significantly impacts the intensity of development that the land can support. Factor weighting is included in Figure C.1.

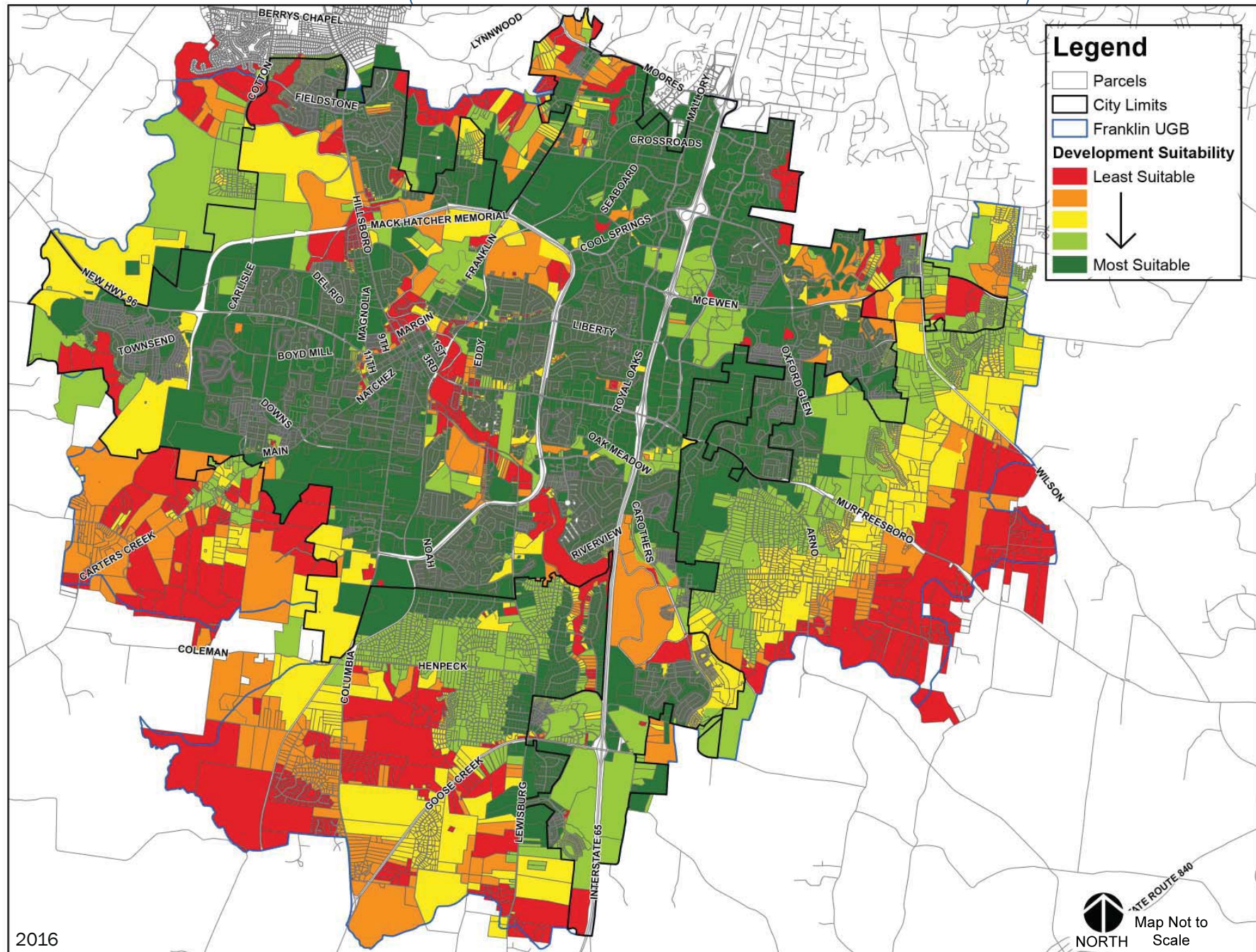
Figure C.2 depicts the results of the land suitability analysis. It is a combination of the nine individual factors and takes into account the factor weighting. Individual maps for each factor can be found on the following page in Figures C.3 through C.11.

FIGURE C.1: LAND USE SUITABILITY FACTOR SUMMARY

FACTOR	DESCRIPTION	TYPE	WEIGHT
Floodway and Floodplain	Special Flood Hazard Areas defined as the area to be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year (Zones A and AE).	Amount of Overlap	9.0
Hillsides and Hilltops	Defined as areas included in the Hillside/Hillcrest Overlay (HHO) District.	Amount of Overlap	9.0
Fire Stations	Locations included in the Franklin "FireStations" shapefile.	Proximity	2.0
Sewer Service	Sewer lines as included in the Franklin "WwtGravityPipe" and "WwtPressurizedPipe" shapefiles.	Proximity	7.5
Employment Centers	Defined as the McEwen character area.	Proximity	1.0
Commercial Centers	Groups of non-office commercial land use as determined by the "GLU" designation on the "PARCELSLCS" shapefile.	Proximity	1.0
Stream Buffers	Areas included within a 60-foot buffer on either side of streams.	Amount of Overlap	4.0
Primary Thoroughfares	Interstate 65 and Mack Hatcher Parkway.	Proximity	2.5
Secondary Thoroughfares	Thoroughfares with access to Interstate 65 (Moores Lane, Cool Springs Blvd., McEwen Drive, SR 96/Murfreesboro Road, Peytonsville Road/Goose Creek Bypass)	Proximity	1.5

APPENDIX C

FIGURE C.2: LAND USE SUITABILITY MAP (INCLUDES ALL FACTORS AND REFLECTS FACTOR WEIGHTING)



APPENDIX C

FIGURE C.3: LAND USE SUITABILITY - FLOODWAY AND FLOODPLAIN

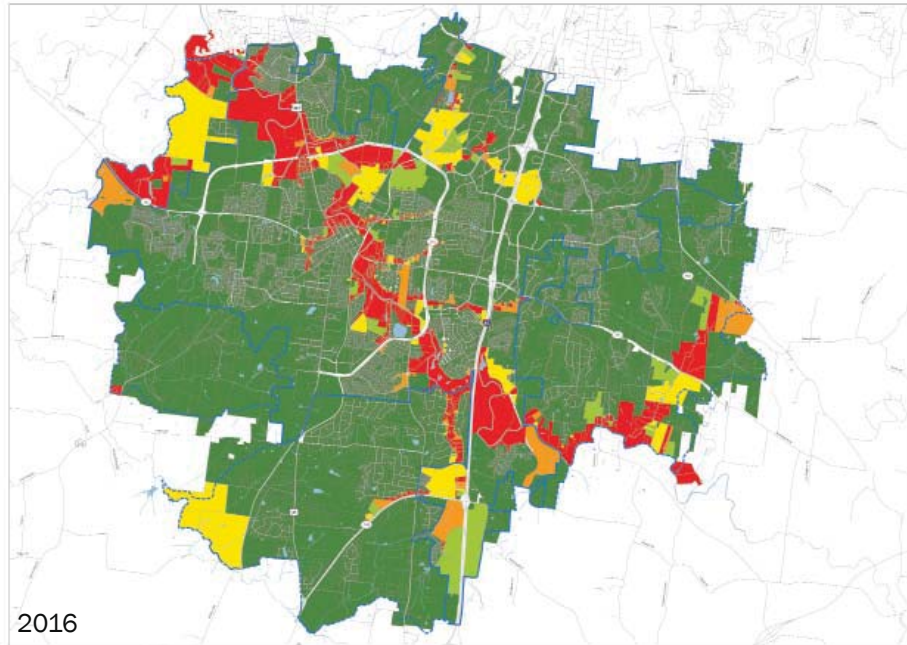


FIGURE C.4: LAND USE SUITABILITY - HILLSIDES AND HILLTOPS

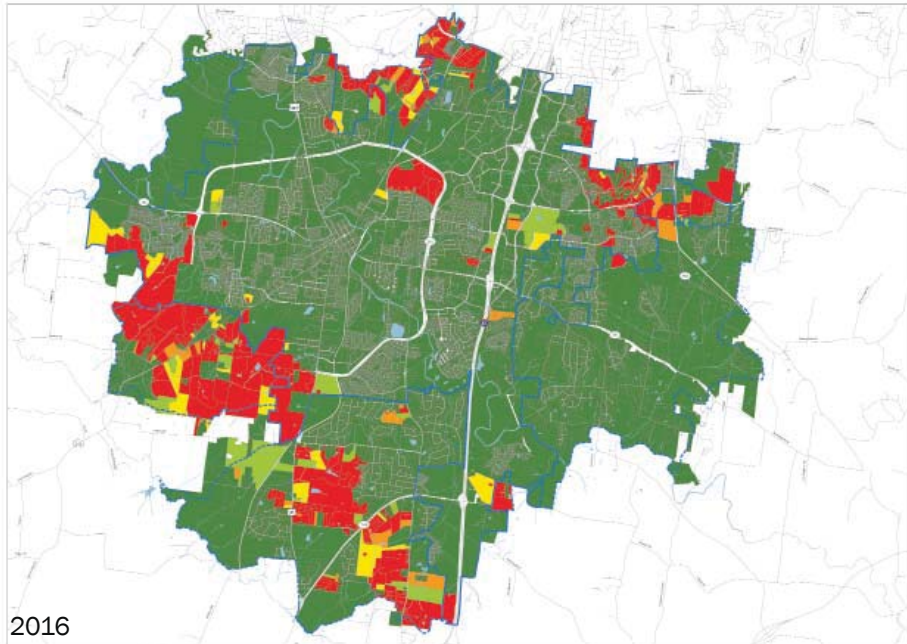


FIGURE C.5: LAND USE SUITABILITY - FIRE STATIONS

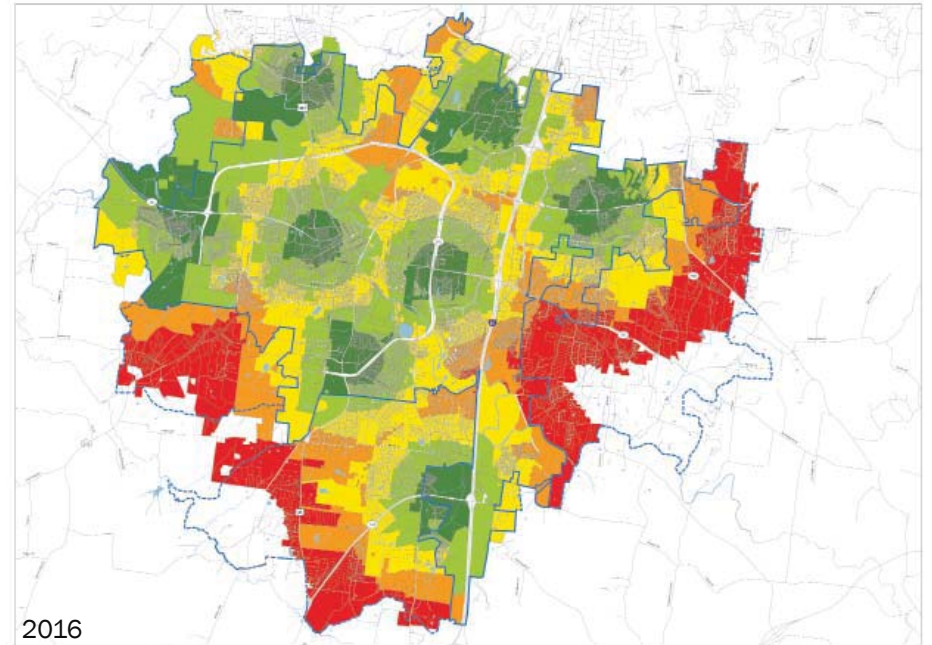
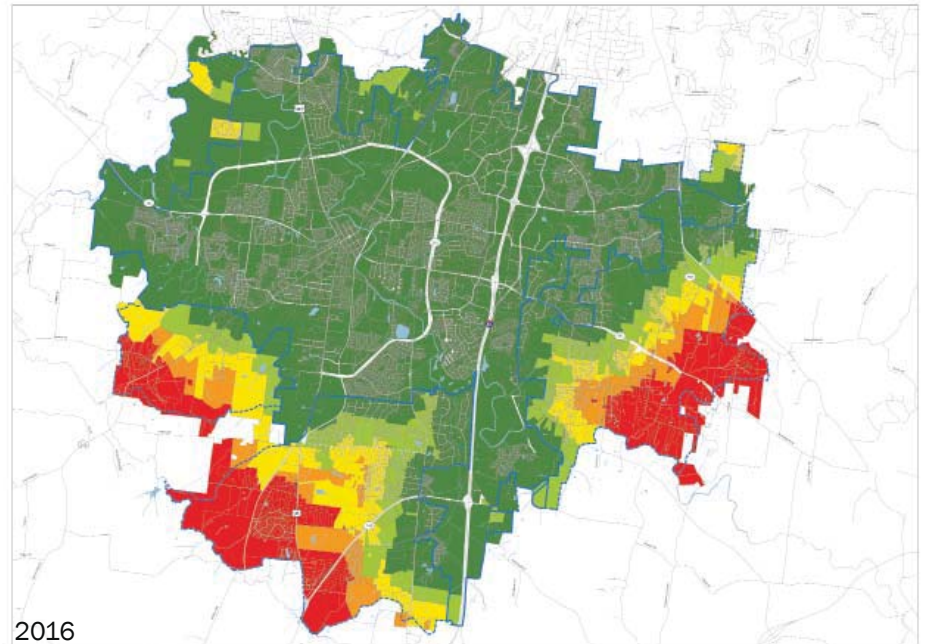


FIGURE C.6: LAND USE SUITABILITY - SEWER SERVICE



APPENDIX C

FIGURE C.7: LAND USE SUITABILITY - EMPLOYMENT CENTERS

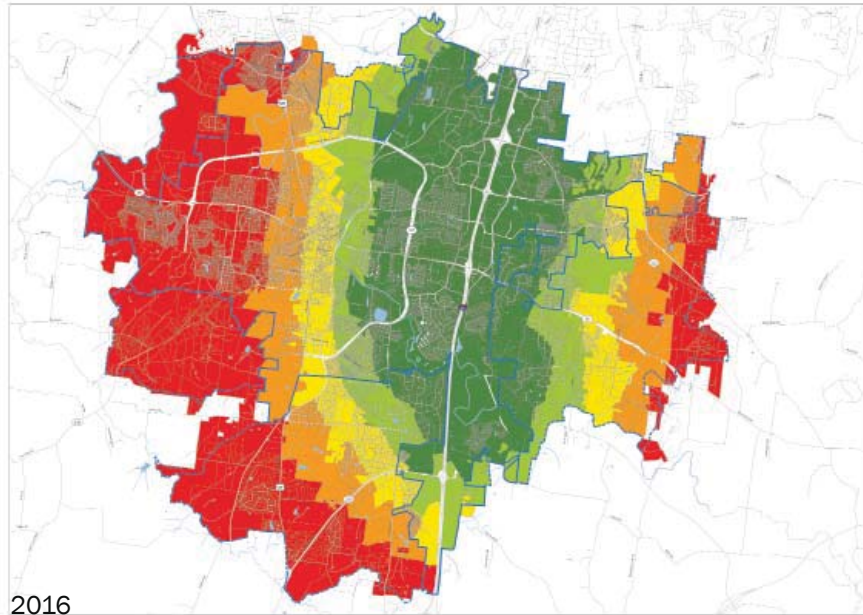


FIGURE C.8: LAND USE SUITABILITY - COMMERCIAL CENTERS

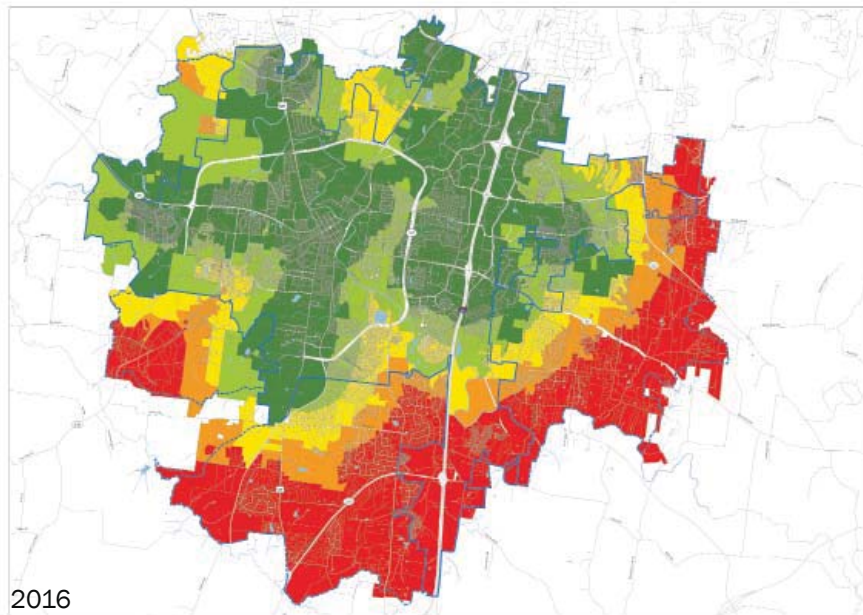


FIGURE C.9: LAND USE SUITABILITY - STREAM BUFFERS

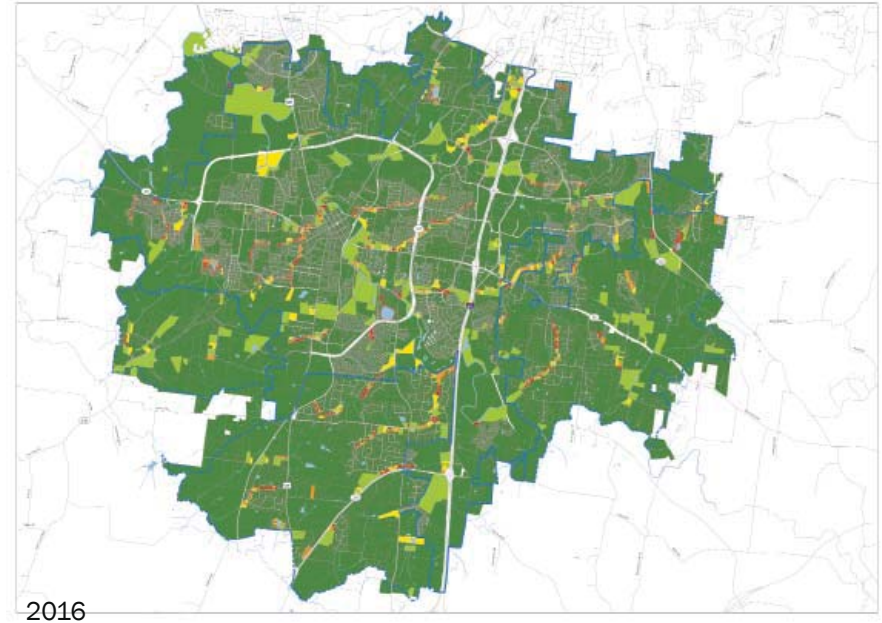
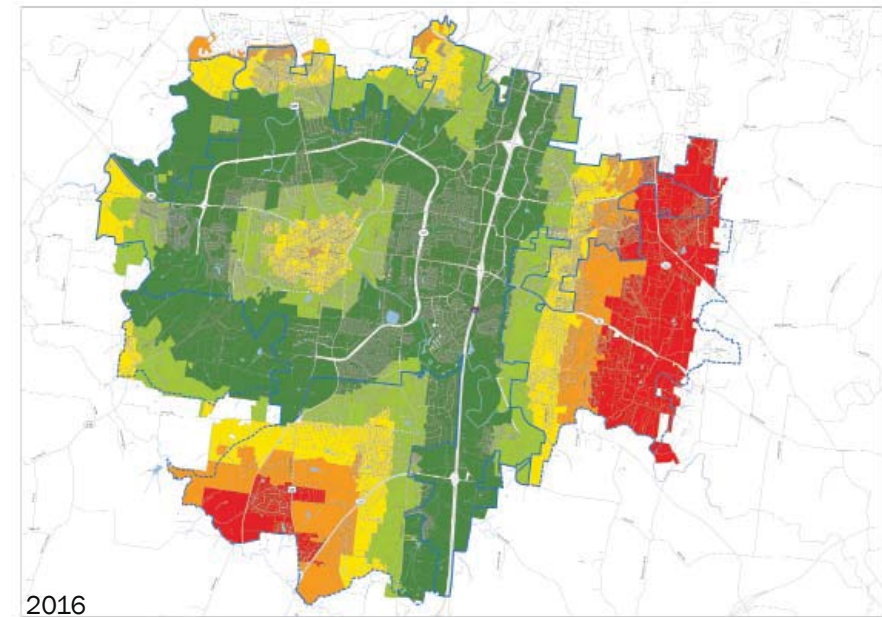
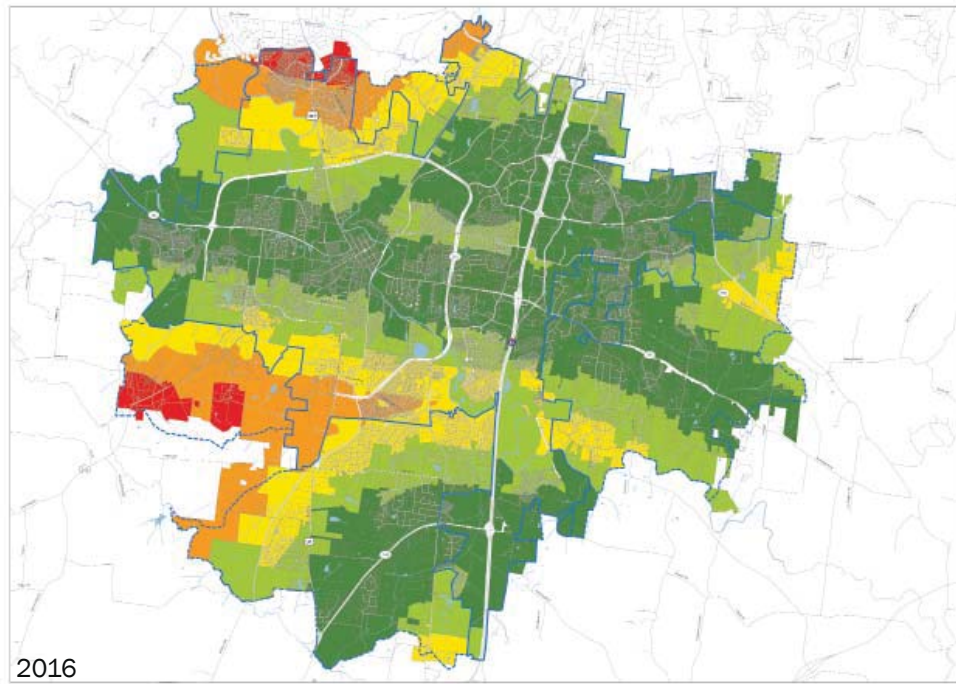


FIGURE C.10: LAND USE SUITABILITY - PRIMARY THOROUGHFARES



APPENDIX C

FIGURE C.11: LAND USE SUITABILITY - SECONDARY THOROUGHFARES

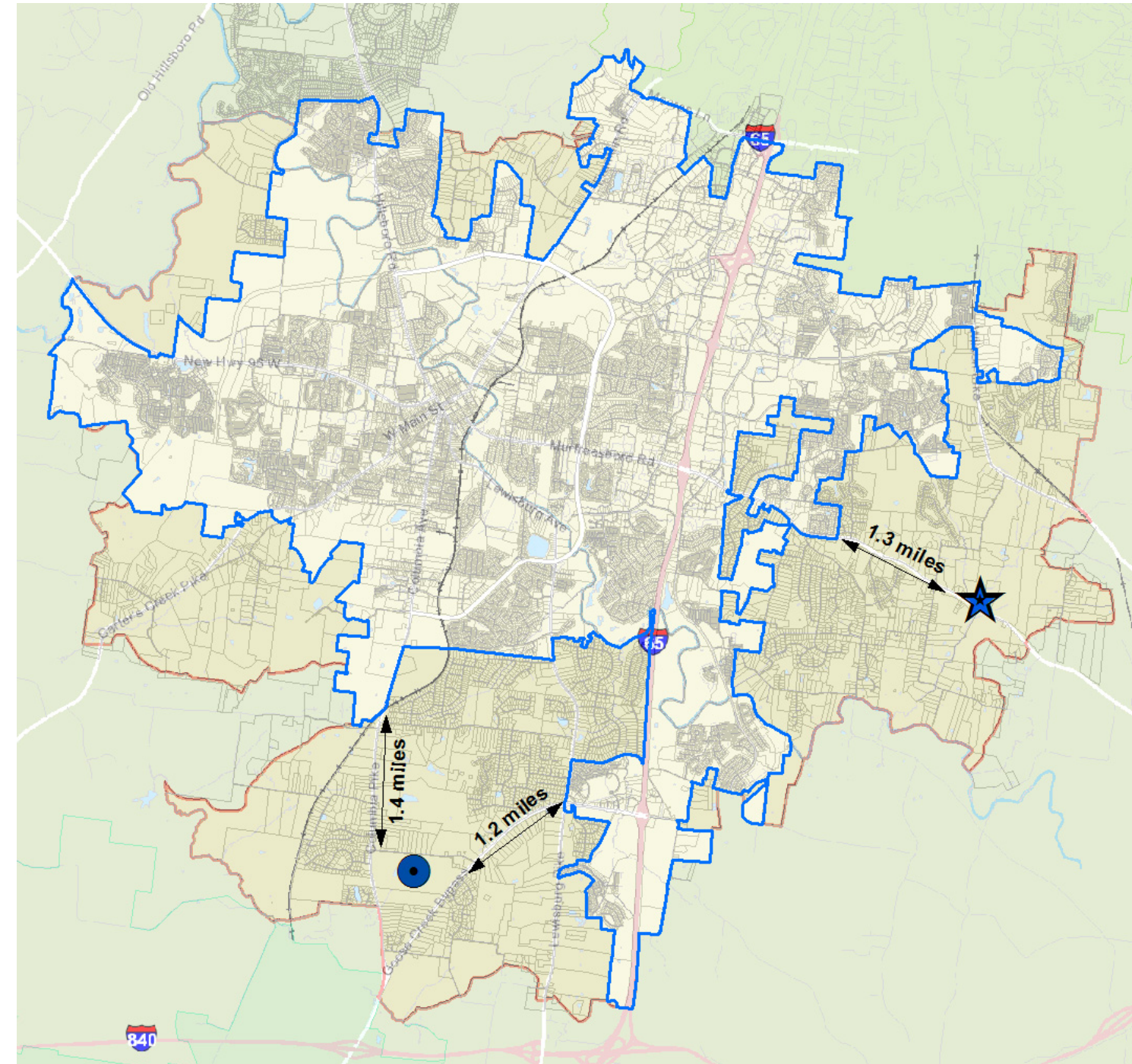


Mayes Creek Non-contiguous Annexation Request

BOMA WORKSESSION – MARCH 28, 2017

Non-contiguous Annexations

- The City may annex property located in the Urban Growth Boundary (UGB) that is not contiguous to the existing city limits upon the request of a property owner(s)
- Plan of Services (POS) for non-contiguous annexations have additional requirements
 - Must be prepared in cooperation with the County
 - City and County have to adopt inter-local agreements for the following items:
 - How emergency services will be provided to any interceding properties, and
 - Maintenance of roads and bridges located on the primary route to the area being annexed as deemed necessary by the City and County.
- Several property owners have expressed interest in annexing property that is not contiguous to the City limits.



Key BOMA Policy Considerations - Non-contiguous Annexations

- Does the proposed development fit the City's broader land use vision / consistent with Long Range Plans?
- Does the proposed development fill a community need and bring high quality development to the City?
- Does the proposed development help advance Key Infrastructure Plans?
- What is the impact of the proposed development on overall level of city services / Cost-Benefit?

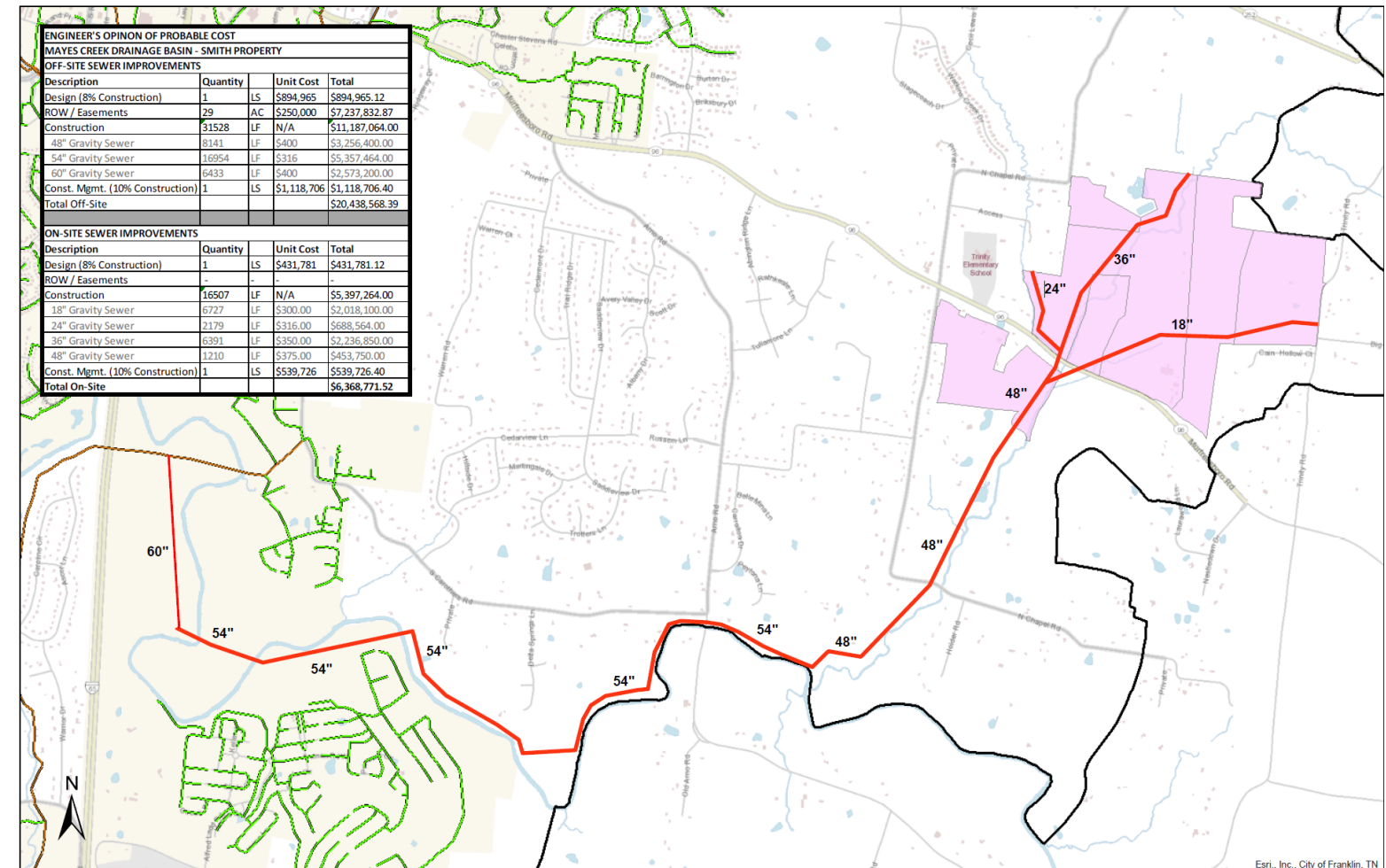
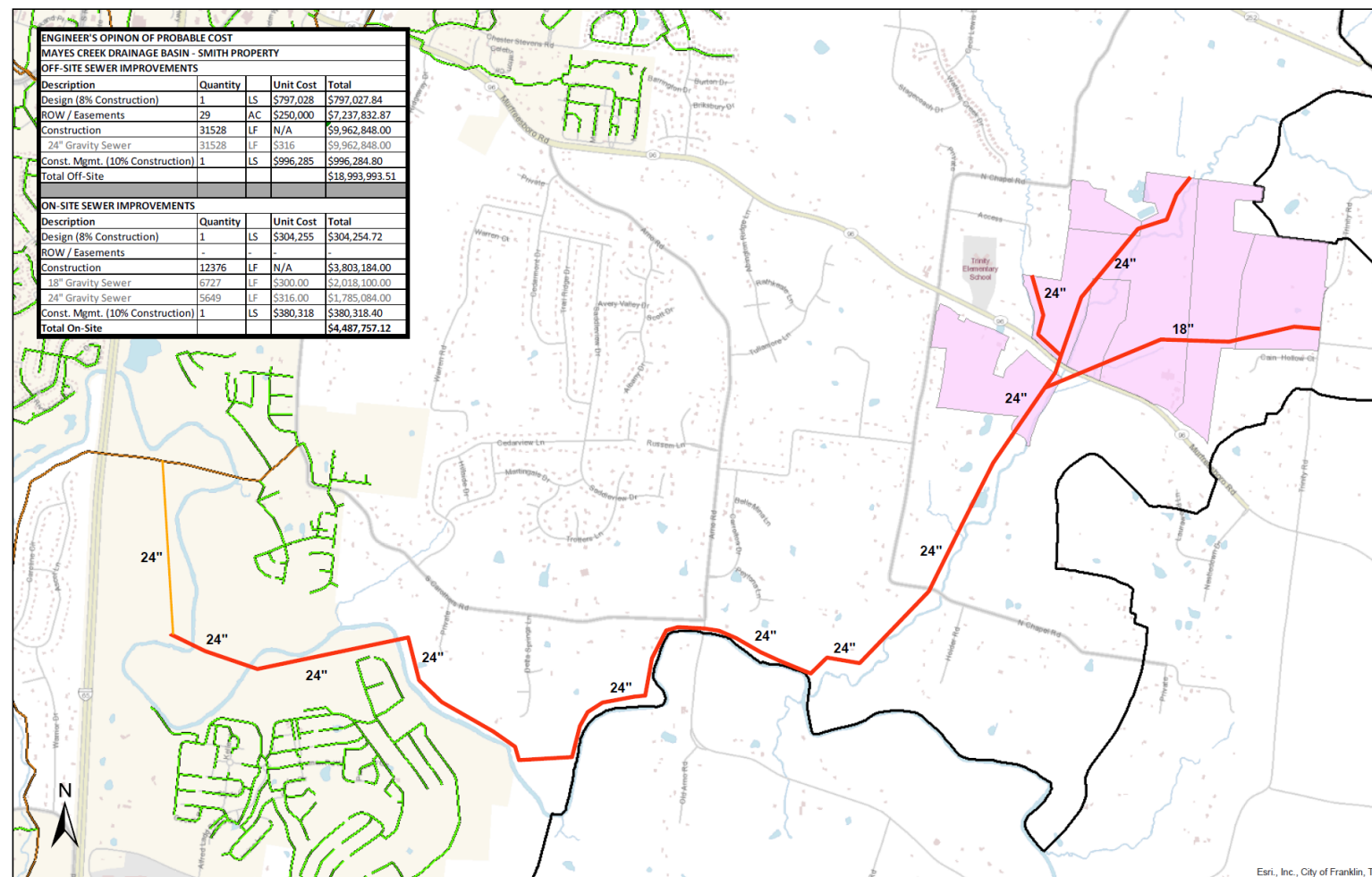
Mayes Creek Annexation Request

- Request to annex 490 acres not contiguous to existing City limits (N. Chapel Rd/ Hwy 96 E area)
- **How does development fit broader land use vision/consistency with Envision Franklin?**
- Located in Development Reserve and Neighborhood Commercial Design Concepts
- Property currently not located within reasonable proximity to sewer
- Existing road network not suitable for large scale development
- **Does the proposed development fill a community need and bring high quality development to City?**
- Need to further evaluate the details of proposed land uses and development plan
- Will require an amendment to Envision Franklin



Mayes Creek Annexation Request

- Does the development help advance key infrastructure plans?
- Applicant is proposing alternative wastewater treatment for initial phases of development.
- Proposed plan would not advance key long term sewer infrastructure plans for Mayes Creek Basin
- Should the City consider alternative wastewater treatment?



Mayes Creek Annexation Request

- **Evaluation of impact on overall level of city services / Cost-Benefit**
- Draft POS has been prepared based on a preliminary analysis by City Departments
- **Next Steps**
- Does BOMA want to consider non-contiguous annexation requests?
- If yes, continue analysis of impact on city services and discussion of key policy issues with BOMA
- Begin process with County to Draft POS and required inter-local agreements

H a u r y & S m i t h

• *Construction*

• *Real Estate*

7065 MOORES LANE, SUITE 300 383-9070 BRENTWOOD, TENN. 37027

July 18, 2016

Mr. Eric Stuckey
City Administrator
City of Franklin
109 3rd Avenue South
Franklin, TN 37064

Re: Request for Annexation – Mayes Creek Property

Dear Mr. Stuckey,

In accordance with Tennessee Code Annotated, Section 6-51-102 (a)(1) and our previous conversations with Mayor Moore and the City's administrative team, we are hereby requesting annexation by the City of Franklin, Tennessee for the following parcel(s) of property.

- 1) Parcel 01801, Map 88 (174.61 acres)
- 2) Parcel 01802, Map 88 (95.68 acres)
- 3) Parcel 01805, Map 88 (41.18 acres)
- 4) Parcel 01806, Map 88 Si000 (17.72 acres)
- 5) Parcel 01806, Map 88 Si001 (2.69 acres)
- 6) Parcel 01900, Map 88 (82.05 acres)
- 7) Parcel 03800, Map 87 (77.00 acres)

We request the City staff's assistance in developing a Plan of Services for the aforementioned properties. A property description of the area will be provided upon request. The parcels are located within the Urban Growth Boundary of the City of Franklin, but are not contiguous to the current corporate limits of the City. Recent amendments to TCA permit municipalities to annex non-contiguous parcels. The property is located entirely within the Seward Hall Character Area and Special Area 4, which is characterized by a combination of rural and suburban development patterns while preserving unique natural features located within the area.

As part of the application for annexation, we request consideration of the following during the annexation evaluation process:

1. We are proposing to amend the Land Use Plan for the Seward Hall Character Area to permit the development of a mixed-use community allowing for various residential styles and neighborhood-scale commercial uses that embrace a rural development pattern

H a u r y & S m i t h

- Construction
- Real Estate

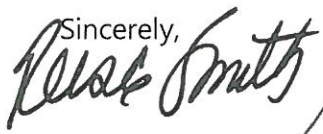
7065 MOORES LANE, SUITE 300 383-9070 BRENTWOOD, TENN. 37027

while recognizing the uniqueness of these parcels as part of a gateway corridor to the City of Franklin.

2. We are proposing the adoption of an Ordinance to permit the installation and operation of alternative sewerage disposal systems within the City of Franklin that would subsequently be applicable in the development of the subject parcel.
3. The proposal would integrate elements of the Major Thoroughfare Plan into the master development plan for the subject parcels, including north-south and east-west roadway connections serving the site and surrounding neighborhoods.

Our vision for the property is to develop a mixed-use community that includes preserving unique natural features located on the site. We will work collaboratively with City staff in preparing the master plan for the property in preparation for filing a rezoning (PUD) request and development plan for consideration.

Please let us know if there is any additional information or questions regarding our request for annexation. Thank you in advance for your favorable consideration of our request to become an integral part of the Franklin community.

Sincerely,


Reese Smith
Steve Smith

Attachment Exhibit A (Aerial Photo Illustrating Property to be Annexed)

Interstate 65

COF City Limits

Highway 96

Wilson Pike

Arno Road

COF Urban
Growth Boundary

Mayes Creek
Development
Area

Requested Parcels:

- 1) Parcel 01801, Map 88 (174.61 acres)
- 2) Parcel 01802, Map 88 (95.68 acres)
- 3) Parcel 01805, Map 88 (41.18 acres)
- 4) Parcel 01806 Si000, Map 88 (17.72 acres)
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- 6) Parcel 01900, Map 88 (82.05 acres)
- 7) Parcel 03800, Map 87 (77.00 acres)



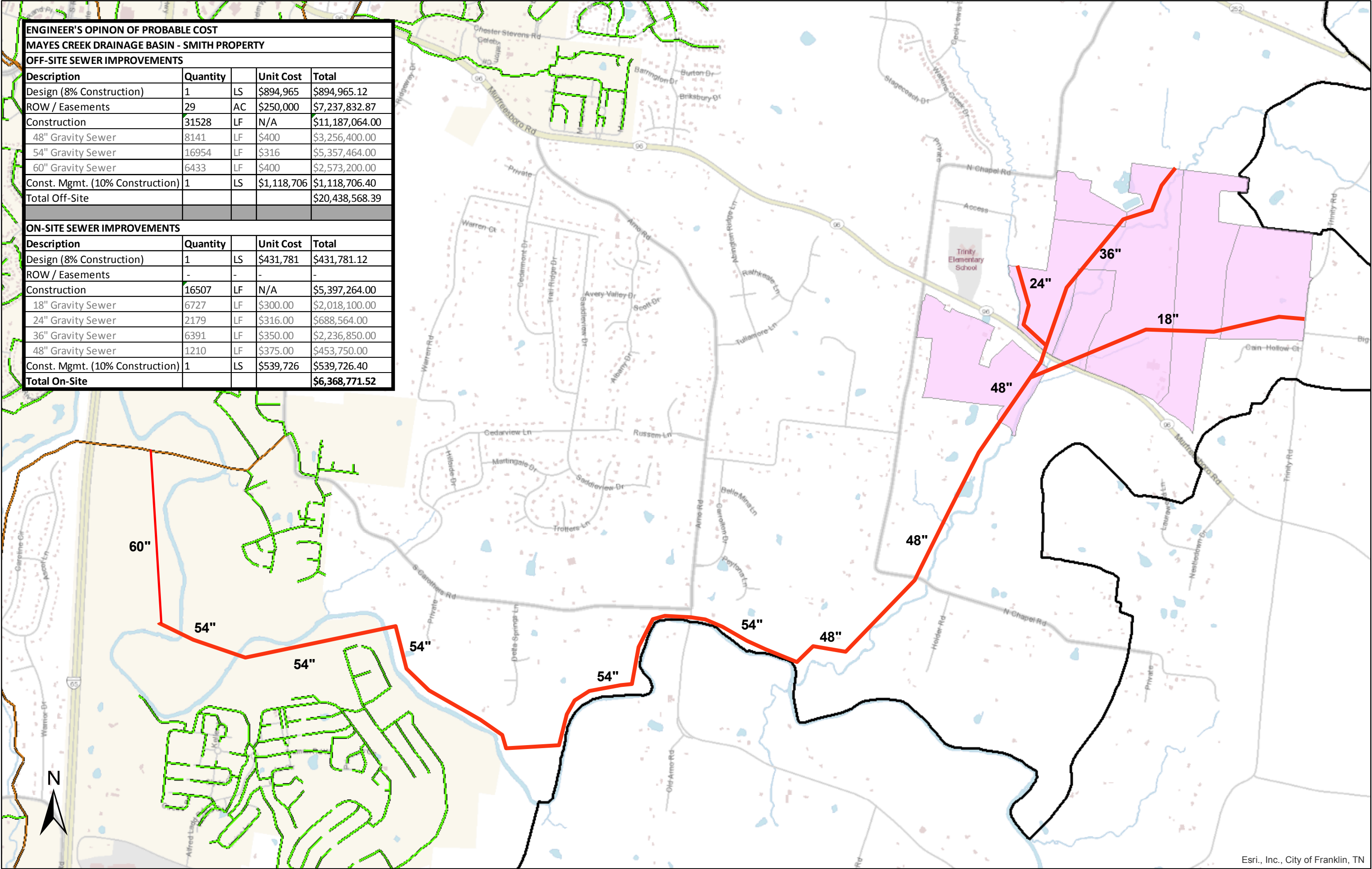
Littlejohn
An S&ME Company

MAYES CREEK ANNEXATION EXHIBIT – FOR DISCUSSION PURPOSES ONLY

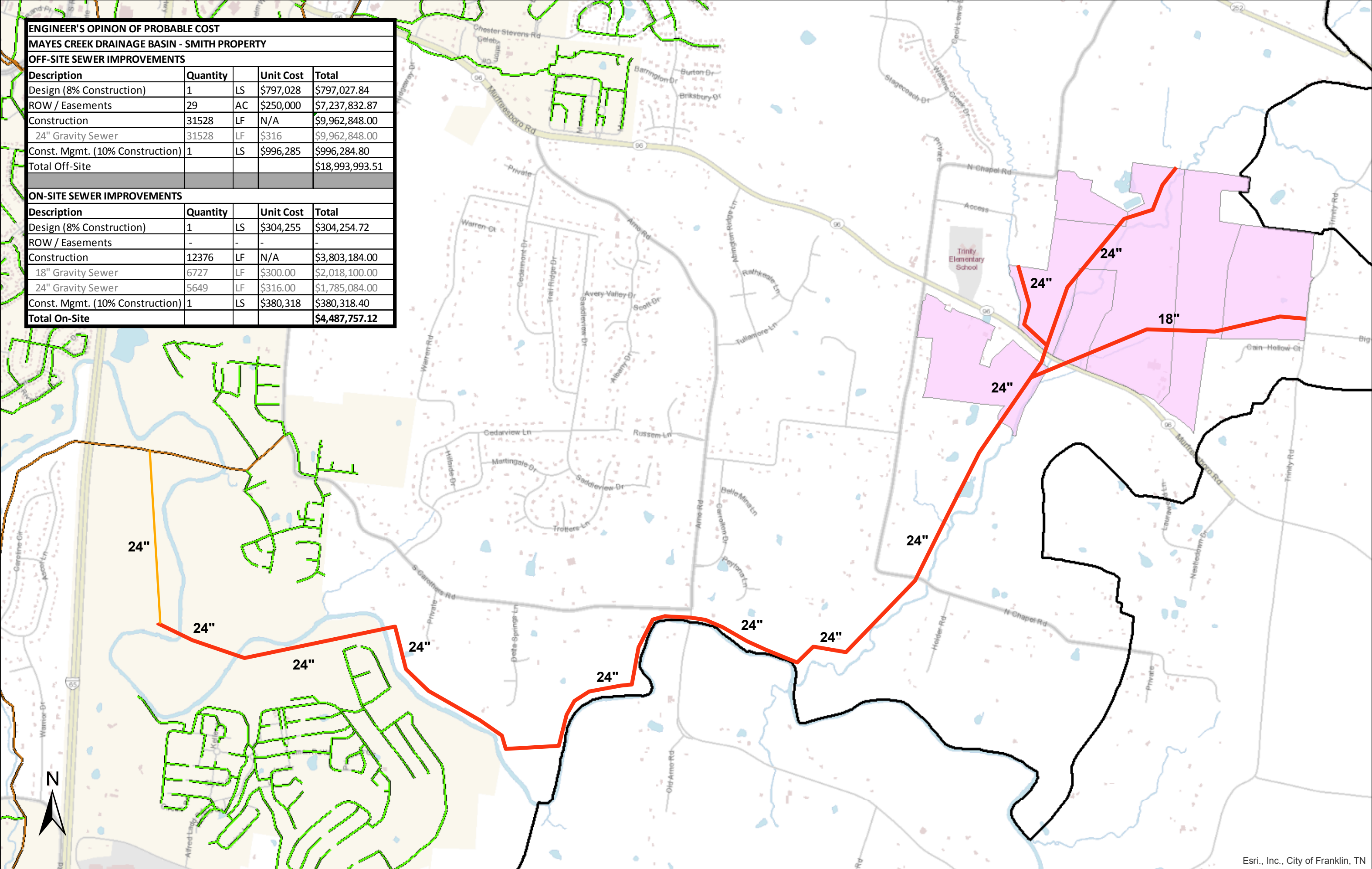
* Phases 1 & 2 of development will require alternative sewage disposal.

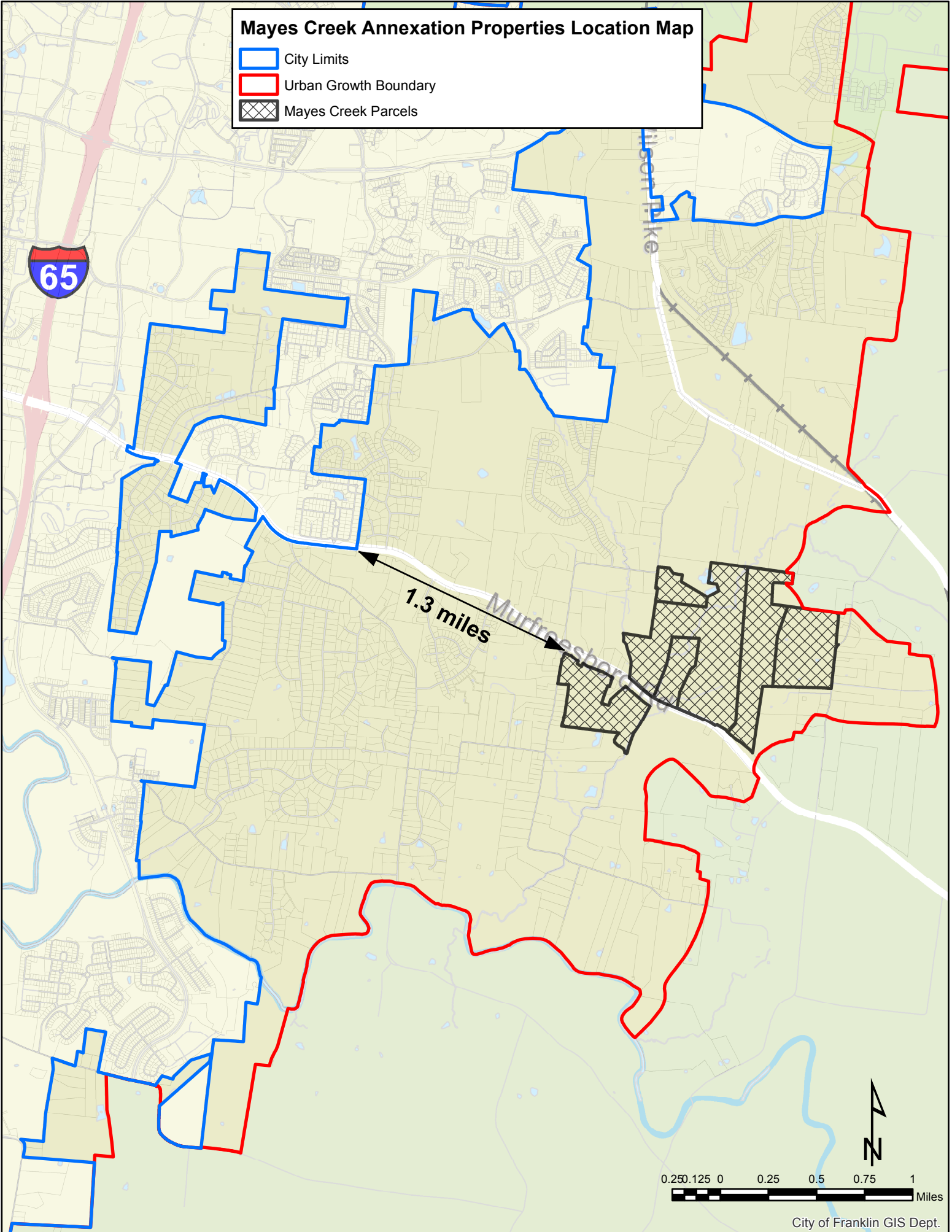


ENGINEER'S OPINION OF PROBABLE COST				
MAYES CREEK DRAINAGE BASIN - SMITH PROPERTY				
OFF-SITE SEWER IMPROVEMENTS				
Description	Quantity		Unit Cost	Total
Design (8% Construction)	1	LS	\$894,965	\$894,965.12
ROW / Easements	29	AC	\$250,000	\$7,237,832.87
Construction	31528	LF	N/A	\$11,187,064.00
48" Gravity Sewer	8141	LF	\$400	\$3,256,400.00
54" Gravity Sewer	16954	LF	\$316	\$5,357,464.00
60" Gravity Sewer	6433	LF	\$400	\$2,573,200.00
Const. Mgmt. (10% Construction)	1	LS	\$1,118,706	\$1,118,706.40
Total Off-Site				\$20,438,568.39
ON-SITE SEWER IMPROVEMENTS				
Description	Quantity		Unit Cost	Total
Design (8% Construction)	1	LS	\$431,781	\$431,781.12
ROW / Easements	-	-	-	-
Construction	16507	LF	N/A	\$5,397,264.00
18" Gravity Sewer	6727	LF	\$300.00	\$2,018,100.00
24" Gravity Sewer	2179	LF	\$316.00	\$688,564.00
36" Gravity Sewer	6391	LF	\$350.00	\$2,236,850.00
48" Gravity Sewer	1210	LF	\$375.00	\$453,750.00
Const. Mgmt. (10% Construction)	1	LS	\$539,726	\$539,726.40
Total On-Site				\$6,368,771.52



ENGINEER'S OPINION OF PROBABLE COST				
MAYES CREEK DRAINAGE BASIN - SMITH PROPERTY				
OFF-SITE SEWER IMPROVEMENTS				
Description	Quantity		Unit Cost	Total
Design (8% Construction)	1	LS	\$797,028	\$797,027.84
ROW / Easements	29	AC	\$250,000	\$7,237,832.87
Construction	31528	LF	N/A	\$9,962,848.00
24" Gravity Sewer	31528	LF	\$316	\$9,962,848.00
Const. Mgmt. (10% Construction)	1	LS	\$996,285	\$996,284.80
Total Off-Site				\$18,993,993.51
ON-SITE SEWER IMPROVEMENTS				
Description	Quantity		Unit Cost	Total
Design (8% Construction)	1	LS	\$304,255	\$304,254.72
ROW / Easements	-	-	-	-
Construction	12376	LF	N/A	\$3,803,184.00
18" Gravity Sewer	6727	LF	\$300.00	\$2,018,100.00
24" Gravity Sewer	5649	LF	\$316.00	\$1,785,084.00
Const. Mgmt. (10% Construction)	1	LS	\$380,318	\$380,318.40
Total On-Site				\$4,487,757.12





Mayes Creek Annexation Properties Location Map

-  City Limits
-  Urban Growth Boundary
-  Mayes Creek Parcels

1.3 miles

