



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, March 26, 2019

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [19-0259](#) Discussion regarding the development of a theme and potential name for the Southeast Municipal Complex/Robinson Lake property.

Sponsors: Lisa Clayton, Milissa Reiersen and Michelle Hatcher
Attachments: [Youth Leadership Park Naming presentation Survey Review.pdf32619.pdf](#)
2. [19-0294](#) Consideration of Event Permit for the Rodeo Parade sponsored by the Franklin Noon Rotary Club on May 11, 2019 in Downtown Franklin.
(03/26/19 WS)

Sponsors: Deb Faulkner
Attachments: [Rodeo 2019 REVISED APP.pdf](#)
3. [19-0299](#) Consideration Of Event Permit For Wine Down Main Street Sponsored By The Boys And Girls Club Of Middle Tennessee On November 2, 2019 In Downtown Franklin. (03/26/19 WS)

Sponsors: Deb Faulkner
Attachments: [WDMS REVISED App 2019.pdf](#)
4. [19-0271](#) Consideration of Liquor License Renewal for Berry Farm Wine & Spirits, (Satish Patel, Managing Agent) 4000 Hughes Crossing, Suite 160, Franklin, TN, 37064-1484. (03/26/19 WS)

Sponsors: Lanaii Benne
Attachments: [2019 Patel, Satish Berry Farms Certificate.pdf](#)

5. [18-1239](#) Consideration of Resolution 2018-102, "A Resolution Providing Design Direction for the SR96 West Multipurpose Trail Project (Vera Valley Drive to 5th Ave North) (Deferred from 12/11/18 WS; 1/08/19 and 2/12/19 WS; 03/26/19 WS)
- Sponsors:** Vernon Gerth and Paul Holzen
- Attachments:** [Res 2018-102 - SR96 WEST TRAIL.Law Approved 3.pdf](#)
[FLOWER SHOP EXHIBIT 2-27-2019.pdf](#)
[Res 2018-102 - SR96 WEST TRAIL.Law Approved 3](#)
- Legislative History**
- | | | |
|----------|--------------|---|
| 12/11/18 | Work Session | referred to the Work Session |
| 1/8/19 | Work Session | referred to the Board of Mayor & Aldermen |
| 2/12/19 | Work Session | referred to the Work Session |
6. [19-0228](#) Consideration of Resolution 2019-18, A Resolution to Select a Design Concept for the Intersection Upgrade Project at Liberty Pike and North Royal Oaks Boulevard/Mallory Lane. (03/26/19 WS)
- Sponsors:** Engineering
- Attachments:** [2019-18 RES SelectDesignConceptMalloryLiberty with Exhibits.Law Approved](#)
7. [19-0195](#) Consideration of Ordinance 2019-03 As Amended, An Ordinance To Rezone 12.67 Acres From General Commercial (GC) District To Specific Development -Variety (SD-X) (18.8,150000,170) District For The Property Located South Of East McEwen Drive And West Of Carothers Parkway (Huffines Property PUD Subdivision). (02/28/19 FMPC 9-0, 03/26/19 BOMA 1st Reading 8-0; 2nd BOMA Reading 4/23/19 7-0) THIRD AND FINAL READING
- Sponsors:** Franklin Municipal Planning Commission, Emily Hunter and Amy Diaz-Barriga
- Attachments:** [MAP Huffines.pdf](#)
[2019-03 ORD huffinespropertyPUDSUBDIVISION with Map and Survey.Law A](#)
- Legislative History**
- | | | |
|---------|--|--|
| 2/28/19 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
|---------|--|--|
8. [19-0196](#) Consideration Of Ordinance 2019-02, As Amended, An Ordinance To Rezone 10.03 Acres From General Commercial (GC) District To Civic-Institutional (CI) District For The Property Located South Of East McEwen Drive And West Of Carothers Parkway (Future City Park). (02/28/19 FMPC 9-0, 03/26/19 1st BOMA Reading 8-0, 2nd BOMA Reading 4/23/19 7-0) THIRD AND FINAL READING
- Sponsors:** Franklin Municipal Planning Commission, Emily Hunter and Amy Diaz-Barriga
- Attachments:** [MAP Huffines.pdf](#)
[2019-02 ORD FutureCityPark with Map and Survey.Law Approved 2](#)
- Legislative History**

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| | 2/28/19 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
|--|---------|--|--|
9. [19-0197](#) PUBLIC HEARING: Consideration Of Resolution 2019-09, "A Resolution Approving A Development Plan For Huffines Property PUD Subdivision With 2 Modifications Of Development Standards (Maximum Retaining Wall Height, Evergreen Shrubs), For The Property Located South Of East McEwen Drive And West Of Carothers Parkway. (02/28/19 FMPC 9-0; 03/26/19 WS)
- Sponsors:** Franklin Municipal Planning Commission, Emily Hunter, Amy Diaz-Barriga and Josh King
- Attachments:** [MAP_Huffines.pdf](#)
[2019-09 RES HuffinesPropertyPUD DevPlan with Exhibits.Law Approved](#)
[Conditions of Approval FINAL](#)
[Layout_Huffines.pdf](#)
[Arch_Huffines.pdf](#)
[Historic+Park.pdf](#)
[FullPlan_Huffines.pdf](#)
- Legislative History**
- | | | | |
|--|---------|--|--|
| | 2/28/19 | Franklin Municipal Planning Commission | recommended favorably to the Board of Alderman and to the Work Session |
|--|---------|--|--|
10. [19-0279](#) Consideration of COF Contract No. 2019-0096, Parkland Dedication and Construction, an Agreement between the City of Franklin and Legacy, LLC Concerning The Development Known As Huffines Ridge. (03/26/19 WS).
- Sponsors:** Lisa Clayton and Kevin Lindsey
- Attachments:** [2019-0096 Parkland Impact Fee Offset Agreement_with Exhibits.Law Approved](#)
[AD Edits-Parkland Impact Fee Offset Agreement.docx](#)
[Exhibit A -C2.0 large.pdf](#)
[Exhibit C - Marked large concept plan 2-12-19.pdf](#)
11. [19-0267](#) Consideration of Contract No. 2019-0094 Road Impact Offset Agreement with Goldberg Companies, INC for the Huffines Property PUD Subdivision (03/26/19 WS)
- Sponsors:** Paul Holzen and Jimmy Wiseman
- Attachments:** [COF Contract No. 2019-0094 Road Impact Offset Agreement Law Approved wi](#)
12. [19-0249](#) Consideration of Ordinance 2019-11, An Ordinance Regarding the Disposition of Surplus Real Property (03/26/19 WS, 06/11/19 WS; 1st BOMA Reading 06/25/19 7-0) SECOND AND FINAL READING
- Sponsors:** Eric Stuckey and Shauna Billingsley
- Attachments:** [2019-11 ORD Ordinance to Amend FMC Relative to the Disposal of Real Prop](#)
[2019-11 ORD Ordinance to Amend FMC Relative to the Disposal of Real Prop](#)
- Legislative History**

3/12/19 Work Session referred to the Work Session

13. [18-1215](#) Consideration of Resolution 2019-33, A Resolution Authorizing City Staff to Request Letters of Interest for Developing the City of Franklin Owned Property Located at 405 Fifth Avenue ("The Hill") As An Owner-Occupied Attainably-Priced Residential Neighborhood. (11/27/18 WS, 03/26/19 WS).

Sponsors: Eric Stuckey and Vernon Gerth

Attachments: [18-1215 Resolution 2019-33 The Hill Letter of Interest with Options 1 and 2.Lav](#)
[Nashville MSA 2018 Housing Figures with 30% PMI 120%WFH.xlsx](#)

Legislative History

11/27/18 Work Session referred to the Work Session

3/12/19 Work Session referred to the Work Session

14. [19-0260](#) Discussion of Animal Services Facilities in the Neighborhood Commercial Zoning District

Sponsors: Ald. Beverly Burger

15. [19-0268](#) *Consideration of Resolution No. 2019-24, A Resolution To Authorize The Parks Department, On Behalf Of The Board Of Mayor And Aldermen, To Submit An Online Grant Application To The Baseball Tomorrow Fund For The Renovation Of The Irrigation System At Jim Warren Park In The Total Amount Of \$80,000.

Sponsors: Lisa Clayton and Paige Cruse

Attachments: [2019-24 RES Baseball Tomorrow Fund Grant App.Law Approved.pdf](#)

16. [19-0218](#) Consideration Of Procurement Award To Best Cleaners Of Columbia, LLC, D/B/A New Brand Cleaners Of Columbia, Tennessee In The Total Estimated Annual Amount Of \$68,858 For Garment Cleaning, Pressing, Minor Repair And Alteration Services For The Police Department (Purchasing Office Procurement Solicitation No. 2019-005; \$36,508 Budgeted In 110-82260-42110 For Fiscal Year 2019; Contract No. 2019-0077) (03/26/19 WS)

Sponsors: Deb Faulkner

Attachments: [19-0218 2019-0077 Procurement Agreement 2019.03.25.1543, signed for VEN](#)
[2019-005 Tabulation of bids 2019.03.13.1138](#)
[2019-0077 Procurement Agreement 2019.03.08.1825 without Att. Nos. 3 and 4](#)
[2019-0077 Procurement Agreement 2019.03.25.1543, signed for VENDOR, with](#)

17. [19-0293](#) Consideration of Resolution 2019-22, A Resolution to Establish Decision Points for the Transition of Sanitation and Environmental Services Department (SES) Recycling and Commercial Services. (04/09/19 WS)

Sponsors:

Mark Hilty and Jack Tucker

Attachments:

[RES 2019-22 Establishing Direction for SES Ops Transition.Law Approved](#)

[20190322 PPT SES COS V5](#)

[19-0293 SES transition EMAIL from ESS.pdf](#)

Other Business

Adjournment

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

Southeast Municipal Complex Park

**Youth Leadership Park/Complex
Naming Project**

Class of 2019

Proposed Amenities/largest park in the City!

230
acres



Football/LaCrosse Fields

Inclusive Playground

Walking Trails

Canoe and Kayak Launch

Sand Volleyball &
Pickleball

Basketball Courts

Fishing & Paddleboats

Final Draft



Future Water Reclamation Facility



How you can help with this project?

- Determine Survey Wording/Parameters
- Determine who is surveyed, entire city? Or just School Peers
- Determine how survey is conducted/social media/survey monkey/website/schools?

End Goal:

- Come up with several names for the park/complex and work with the Parks and City Communications teams to narrow to top 3-5 naming options.
- Create a short presentation to give to BOMA on name selections and reasoning behind the choices.

Survey Results

Youth-88 responses

Citizens-439 responses

Theme	Youth	Citywide
Historic	42%	43%
Nature	25%	30%
Creative	14%	10%
Sustainability	9%	9%
Notable Citizen	6%	5%
Naming Rights	3%	3%

Top Names in Top 3 Categories

Youth name suggestions

Theme	Youth
Historic (22 suggestions)	Carothers Park (13 respondents)
Nature (13 suggestions)	Freedom Park, Dogwood Park, The Park on the Harpeth, Mockingbird Park, Magnolia Park, Robinson Lake Park, Carothers Land Park, Carothers Park, Harpeth Riverside Park, Southern Views of Franklin, Harpeth Park, Lake Park
Creative (7 suggestions)	Leadership Park, Carothers Creativity Park, Kodak Park, Be Kind Anyway Park, The 615 Complex, Solis Occasum Park, Kiwasi Park

Top Names in Top 3 Categories

Citizens name suggestions

Theme	Citizens
Historic (103 suggestions)	Carothers Park , Carothers Complex, Carothers Commons, Carothers Grounds, The Park on Carothers, Carothers Park at the Harpeth River, Carothers Community Park (73 respondents)
Nature (63 suggestions)	Harpeth Meadows, Harpeth Park Riverbank Park, Harpeth River Park, Harpeth River City Park, A river runs through it park, Harpeth Bend Park, Franklin Harpeth Fields, South Harpeth Park, River Run Park, Riverview Park, Riverside Park, Harpeth Robinson Park (21 respondents)

Top Names in Top 3 Categories

Citizens name suggestions (cont.)

Theme	Citizens
Nature (63 suggestions) Cont.	Robinson Lake Park, Robinson Green, Robinson Park (9 respondents), Magnolia Park (2), Dogwood Park (2), Chickasaw Park, Mockingbird Park (2), Iris Park (2), Everland Fields, Pin Oak Park, Tree City Park, Shade Tree Park, Serenity Park, Azalea Park, Tulip Tree Park, Arbor Park, Treeline Trails Park, Parky McParkface
Creativity (27 suggestions)	Carothers Bend, Carothers Place, Parky McParkface (4), Pawnee Commons. Franklin People's Park, Franklin South Complex, Lockwood Lagoon, Legacy Park, Put Down Your Phone Park, Unity Park, Serenity Park, Grassy McGreenSpace, Diversity Park, Citizens' Park

Most Repeated Names in All Categories

A name with the word **Carothers**

- Carothers Park
- Carothers Complex
- Carothers Commons
- Carothers Community Park

A name with the word **Harpeth**

- Harpeth Park
- Harpeth River Park
- Harpeth Bend Park
- South Harpeth Park
- Harpeth Meadows Park

A name with the word **Robinson**

- Robinson Park
- Robinson Lake Park
- Robinson Green

Options

- Go with one of the names suggested
- Select your top names and put back out for community input
- Do not choose any of the names and start over

Thank You!





City of Franklin

Special Event Permit Application

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

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

Please list all that apply:

- Parade/March

- Name/purpose of event:** 2019 Franklin Rodeo Parade
- Location Requested:** (if Temporary Street Closure, list major roads to be closed):
Same parade route as previous years:
W96 from Boyd Mills, into town, right on 3rd, around the square onto Main, finishing at 11th and Main.
- Date or dates of event:** 05/11/2019
- Start/End Times of Event:** 11:15 - 1 pm
What date/time will set-up begin? 5/11/2019 11:00 AM
What date/time will tear-down be complete? 5/11/2019 1:00 PM
**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*
- Time of Street Closure** (if applicable): We will need police assistance as always for street closures and traffic control
- An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 5,000 Event Staff/Volunteers: 5 Total: 5,005
- Name of applicant and Organization Requesting Permit:**
Tom Smith -
a) Address: 821 Evans
Franklin, TN 37064
b) Phone: 6155854722 **c) Cell:** **d) Fax:**
e) E-mail address: franklinrodeoparadechair@gmail.com
- DETAILED description of event** (use additional sheets):
This is the same parade that's been held the last 50 years or more, put on by Franklin Noon Rotary. Route is same as at least last 10-15 events.

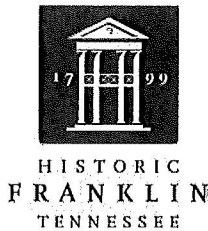
It is the kick off to Rodeo Week and includes marching bands, floats, horses, and more.

We are grateful to the City of Franklin for continuing to support this event.

9. **ENCLOSE A DETAILED MAP** of event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. **For large-scale events, map should be obtained from the City's GIS division**
- Please detail any restricted parking areas on the event map.**
- Event Map:** [FNR 2018 Parade App 104018.pdf](#)
10. **Person in charge on day of event:** Tom Smith
Cell: 615-585-4722 **E-mail address:** franklinrodeoparadechair@gmail.com
11. **Name and Cell Number of at least two others available on day of event:**
Name: Tony Urbanek **Cell:** 615-364-9425 **E-mail address:** tonyurbanek@gmail.com
Name: Tom Smith **Cell:** 615-585-4722 **E-mail address:** tomfsmith@mac.com
12. **Please attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.
- Administrative Contact List:** [Franklin Noon Rotary Leaders 2019.docx](#)
13. **Where is your organization based?** Williamson County
14. **Is your organization authorized to do business in Tennessee?** Yes
15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** No
 IRS tax exemption letter:
16. **Will you charge an admission fee?** No
 Average admission fee:
17. **Will you charge a vendor participation fee?** No
 Average vendor participation fee?
18. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**
19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** No
20. **Is this event a fundraiser?** No
 What organization will be the benefactor of event?
 What percentage of funds will they receive?
21. **Will parking in the area of the event need to be restricted or prohibited?** No
22. **Will any sound amplification equipment be used during the event?** No
23. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.**
- ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- If you already have your insurance certificate, please upload it now. Otherwise your insurance certificate will need to be submitted before your event is approved.**

Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.**
25. **Will food, beverages, or merchandise be sold or given away?** No
Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.
Clean Up Plan and Provider:
26. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **NOTE:* Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*
27. **Will you require a temporary water tap?** No
If yes, please list exact locations:
28. **Will alcohol, beer, and/or wine be given away or sold?** No
If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.
29. **Will your event include tents or other temporary structures, propane use, or open flames?** No
Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require permitting from Franklin Fire Department. Safety measures must be provided on all tents, especially those set-up prior to the actual event. Tents should be taken down the date the event has ended. *Please read Additional Requirements section of this application for more information.*
30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*
Good Neighbor Letter: [Rodeo Parade GNL 2019.docx](#)
Good Neighbor Letter Mailing List:



Rules and Regulations

Please Read All Attachments Before Signing Application.

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

BY: Tom R. PARADE CHAIR Date: 2/22/19
(Signature and title – must be officer of organization)

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

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

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

Event Name: 2019 Franklin Rodeo Parade

Signature: _____



FORM 1

Buildings, Structures, & Power Sources

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

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

All Permit applications are subject to permit fees.

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



Signature: _____

Sound Amplification

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

Applicant/Organization: Tom Smith -

Event Name: 2019 Franklin Rodeo Parade

Event Date(s): 05/11/2019

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

Sound Amplification Map:

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

4. **Type of Amplifier:**

5.

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

Name:	Cell:	E-Mail:
Name:	Cell:	E-Mail:

Authorized Signature: Tom Smith

Date: 02/22/2019

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



Additional Requirements

Please read the following section carefully. It contains information that is important to the approval of your event.

A. **Tent Permit**

Contact: City of Franklin Fire Department 109 Third Avenue South Franklin, TN 37064 Phone: 615-791-3270, Fax: 615-591-5615
A tent permit is required for all tents 400 square feet or larger that are erected for a special event. Large events (with 500 persons or more in attendance) will be required to have a meeting with the Fire Department to discuss Fire Safety issues.

B. **Fire Marshal Regulations and Inspection**

Contact: Fire Marshal City of Franklin Fire Department 109 Third Avenue South Franklin, TN 37064 Phone: 615-791-3270, Fax: 615-591-5615

The Fire Marshal's Office reviews site plans to determine clear access for emergency vehicles and clear access to fire hydrants and stand pipes. Event organizers will be required to provide a copy of a site diagram indicating the location of all tents, vendor booths or trailers, vehicles parked on site, stages, portable rest rooms, fencing, entrance gates, alcoholic and non-alcoholic beverage booths, etc. The diagram must also indicate where streets will be blocked and how (fencing, barricades, etc.). The site diagram should be returned with the completed Event Application and will be forwarded to the Fire Marshal's Office for approval. Any changes to the site diagram after initial approval must be re-submitted for review. **Organizers of large events MUST meet with the Fire Marshal's office 30 days prior to event and 5 days prior to event.** If the Fire Marshal On-Site Inspector determines that all rules have not been adhered to, or that unapproved changes have been made to the site layout, he/she can delay or stop the event until the site layout is revised and approved.

C. **Emergency Medical Services**

Contact: Franklin Fire Department
Phone: 615-791-3270
Williamson Medical Center
Phone: 615-791-2094

The Williamson County Emergency Management Services should be alerted of any possible street closures in case of emergency. They can also provide first aid tents on-site. Please contact Emergency Medical Services for more details.

D. **Electrical Permit**

Contact: Building and Neighborhood Services Department City of Franklin
109 Third Avenue South Franklin, TN 37064 Phone: 615-790-7012

An Electrical Permit may be required for your event. Electrical Permits are obtained through the City's Building and Neighborhood Services Department. There will be an additional charge for this permit.

E. **Police Services**

Contact: Franklin Police Department
Phone: (615) 794-2513

Events that require extra duty police officers to provide security or traffic control for road closures should coordinate the hiring of these officers with the Extra Duty Officer Coordinator. A signed copy of the Extra Duty Police Services Contract should be emailed or faxed more than seven days from the event date. The contract may be obtained by contacting the Extra Duty Officer Coordinator at (615) 550-6819 or can be downloaded at www.franklintn.gov/police

F. **Alcoholic Beverages**

1. **Beer Board Permit**

Contact: Revenue Management City of Franklin
109 Third Avenue South Franklin, TN 37064 Phone: 615-791-3225

Events where beer is available will be required to obtain a beer permit. If there is any question as to whether a permit is needed, the event organizer should contact the City of Franklin's Revenue Management office at the above number and discuss the event in detail. It is recommended that the event organizer contact the office at least thirty (30) days prior to the event. Complete Application for Beer Permit can be obtained at the Revenue Management Office in City Hall (on Public Square). Fill out application completely and return it with appropriate fee. The application fee is non-refundable. The application must be filed fifteen (15) days prior to the next Beer Board meeting. The Beer Board meets once a month on the second Tuesday at 4:30 p.m.

2. Tennessee Alcoholic Beverage Commission

Alcoholic Beverage Commission
226 Capital Boulevard
Nashville, TN 37219-1804
Phone: 615-741-1602

The Tennessee Alcoholic Beverage Commission (TABC) is responsible for the enforcement and regulation of all phases of the alcoholic beverage industry in the State of Tennessee. For the sale or give-away of alcoholic beverages, other than beer, please contact them directly. A copy of the TABC permit will be required at your event.

G. Damage Deposit

Event organizers must post a one thousand dollar (\$1000) deposit for events over 200 and a \$250 deposit for events under 200. The deposit will be refunded if the applicant restores the area to its condition prior to the event. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. The check should be made out to the City of Franklin and delivered to the City Administrator's office. ***NOTE:** Fats, oils and grease are a leading cause of sewer backups, septic system failures and environmental disasters. Events that include deep frying cooking oil operations require that a grease pit be secured for on-site use. The primary sponsor of the event must provide proof that a grease waste hauler is contracted to handle the grease waste and removal of the grease pit. All cooking grease **MUST** be removed from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. Sponsors needing assistance securing a grease waste hauler should contact the City's Sanitation and Environmental Services Department at 615-794-1516.

H. Health Department Permit

Contact: Director, Williamson County Health Department
1324 West Main Street Franklin, TN 37064 Phone: 615-794-1542, Fax: 615-790-5967

If food will be served, the event organizer must call the Health Department to discuss rules and regulations. Health Department official(s) will do an onsite inspection of all food vendors. The Health Department has the right to close any vendor not abiding by health codes.

I. Good Neighbor letter

The event organizer will be required to deliver written notice to all businesses and residents on or near the event site. The notice must include the following:

- Date, time and location of event
- Date, time and location of all related street closures
- Name, address, and phone number of event organizer
- Name, address, and phone number for City contact

Event organizers must inform all businesses and residents within a two (2)-block radius of the event, of the event dates and any related street closures. The notification should occur in sufficient time for the affected businesses and residents to voice any concerns prior to the BOMA Work Session where the event will be discussed. The event organizer must provide the City Administrator's office with a copy of the letter and a mailing list of whom received the letter. If the event takes place in Downtown Franklin, the event organizer should contact the Downtown Franklin Association (615-591-8500) to alert them to possible closures.

Rodeo Parade

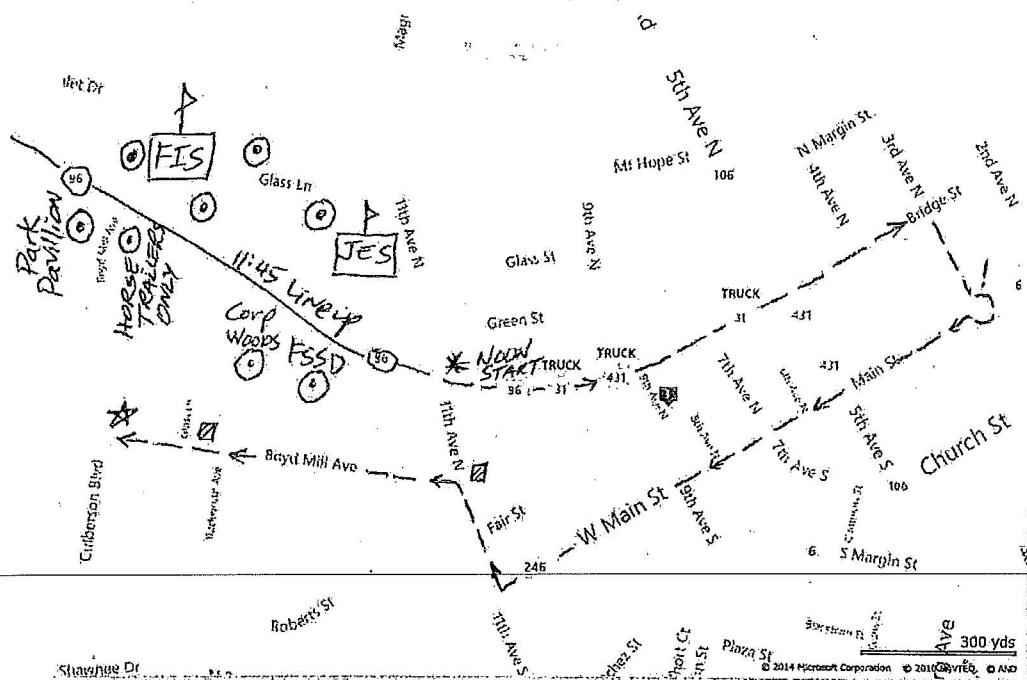


FRANKLIN DISCLAIMER

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

KEY - * Official start * Official end (O) "staging" areas
 --- → Parade Route ! WAKM TOM LAWRENCE

© 2014 RealTracs Solutions



#1 STREET CLOSURES

- Highway 96 W from Jim Warren Park to FIFTH AVENUE NORTH
- BRIDGE STREET from 5th to 3rd
- THIRD AVE. NO. from Bridge to Square
- MAIN STREET from Public Square to FIVE POINTS @ FIFTH AVE
- WEST MAIN ST from FIFTH TO 11th
- 11th Ave NO from West main to Boyd Mill Ave
- BOYD MILL AVE from 11th to Boyd Mill PK

Franklin Noon Rotary Leaders

pe X

Permit Application X

Google Maps X

https://www.dacdb.com/SecLogin X

://www.dacdb.com/SecLogin3.cfm

Maps NYT Economist SH WC

Committees

Calendar

Reports

Speakers

Grants

Files

Engage

AREA

Help

ist ALL Clubs Where CLUBS Meet Member DIRectory ezStory NewMember FORM Gallery Blog Governor Trophy

Franklin Club Leaders

President



Baggett, Patrick
Email: pbaggett@fullserviceins.com
Office: 615-790-0990 Cell: 615-955-0411

President-Elect
Secretary



Clarke, Valerie
Email: clarkecompany25@gmail.com
Home: 615-578-0074 Cell: 615-578-0074

Vice President



Abbott, John Robert
Email: john.abbott@mybga.org
Office: 615-567-9019 Cell: 615-425-8479

Treasurer



Tumblin, J. Mark
Email: marktumblin@ascenthit.com
Cell: 615-405-8657

Bulletin Editor



Fitzgerald, Jill
Email: jill@franklinrodeo.com
Cell: 615-517-5019

Attendance Secretary



Chasteen, Brandan Michael
Email: Bmchasteen@gmail.com
Office: 615-372-8660 Cell: 931-472-8259

Public Relations Chair



Bearden, Patty
Email: JKBearden@comcast.net
Office: 615-973-2481 Cell: 615-973-2481

Membership Chair



Comer, David Alan
Email: dcomer@shelterinsurance.com
Office: 615-628-0044 Cell: 615-473-5629

CCO-Club Comm. Offcr



Dale, Larry
Email: ldale@williamsoncoop.com
Home: 615-794 7499 Cell: 615-948-9100

Club Admin Chair



Bridgewater, Chris
Email: chris.bridgewater@franklintn.gov
Office: 615-550-6633 Home: 615-719-1528
Cell: 615-719-1528

iPast President



Martin, R. Zane
Email: Zane.Martin@myfirstfarmers.com
Home: 615 852 0759 Cell: 615 852 0759

Executive Director



Nicholls, Jeff
Email: home@jeffnicholls.com
Office: 972-569-0900 Cell: 972-569-0900

File Explorer

Microsoft Edge

Google Chrome

Microsoft Word

Microsoft Outlook

Skype

Microsoft PowerPoint

February 22, 2019

RE: Franklin Rodeo Parade

Dear Neighbor,

I am writing to let you know that Rodeo Week will once again kick off with the annual Franklin Rodeo Parade on Saturday, May 11, 2019.

As usual the event will run from high noon for roughly 45 minutes and will be a big crowd draw to downtown Franklin. That having been said, we do apologize in advance for the street closures which will occur downtown to accommodate the parade (from 11:45 – 12:45).

If you would like to contact someone in the City Administration's office regarding the event, you may contact the Public Outreach Specialist by e-mail at CityofFranklin@FranklinTN.gov, by phone at 615-550-6606, or by mail at 109 Third Avenue South, Franklin, TN 37064.

If you or need to contact the event organizer or would like to get involved, please feel free to contact me (details below).

Thank you as always for your continued support.

Regards,

Tom Smith

*Franklin Rodeo Parade Chair
franklinrodeoparadechair@gmail.com*

Staff Conditions:

Staff recommends approval with the following conditions:

Recommendation

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

- Applicant will provide a \$1,000 refundable damage deposit to City prior to event.
- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.

Parks Department

- Applicant will work with Parks Department to determine which areas of Jim Warren Park will be available as well as other conditions for usage of the park.

Risk Management:

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

Police Department:

- Applicant will hire the recommended number of extra-duty Franklin Police Officers to secure parade route.
- Officers will remain on post until end of event and assist participants in crossing 96W after the parade.

Sanitation and Environmental Services

- Department will provide containers (6-8) along parade route on HWY 96 W

Streets Department:

- Department will post variable message boards on 96W and Hillsboro Road alerting drivers of road closures ahead
- Department will provide barricades

OFFICE USE ONLY:

Permit No: _____



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FRANKLIN
TENNESSEE

CITY OF FRANKLIN EVENT PERMIT APPLICATION

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

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

Please check
all that apply:

☒ street closure

☐ parade

☐ other special event

☐ beer served (*separate permit required*)

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

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

____ Aspen Grove Park

____ Liberty Park

____ Eastern Flank Battlefield Park

____ Fieldstone Farms

____ Pinkerton Park

____ Jim Warren Park

____ Harlinsdale Farm

Other: main Street: Public Square

2) Name/purpose of event: Wine Down main Street 19 Square

3) Date or dates of event: November 2, 2019

4) Time of Event: 6 - 10 PM

5) Time of Street Closure (if applicable): 3 PM main L

Set-Up Date/Time: 11-2-19 1:30pm **Tear-down Date/Time:** 11-2-19 10 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:

Boys' & Girls Clubs of Middle Tennessee

a) Address: 1764 Charlotte Avenue Suite 200

b) Phone: 615-628-8188 c) Cell: 615-554-2302 d) Fax: 615-833-4381

e) E-mail address: dcarothers@bgcmt.org

7) Person in charge on day of event: Dennis Carothers

Cell: 615-554-2302 E-mail address: dcarothers@bgcmt.org



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TENNESSEE

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

Name: Page Patchley Cell: 423-802-4282 E-mail address: patchley@bgcm.t.org
Name: Jennifer Wheeler Cell: 615-308-6864 E-mail address: jwheeler@bgcm.t.org

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

Wine tasting in the Shops along Main,
3rd and Fourth Avenue - 1400 Public
Square - food tents and music

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:

2000 attendees, 30 Shops, 40 Restaurants/Sponsors

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. \$85, \$125, \$200 tickets

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? Boys' Girls Club of M. ddk

Tennessee Franklin and Fairview Clubs

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



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FRANKLIN
TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle Yes or No. If no, please skip to Question #22. Yes
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
music
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
Bands
- 23) During what time period is sound amplification requested? 6-10 pm
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). Square 3 musician soul
VIP- TB D 3 -SOUL, main stage at fifth- 5 musicians
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle Yes or No. Yes 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. City of Franklin solid
Wash
- 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: *Eric S. Stuckey, Director of Recreation* Date: 1-28-19
(Signature and title – must be officer of organization)

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

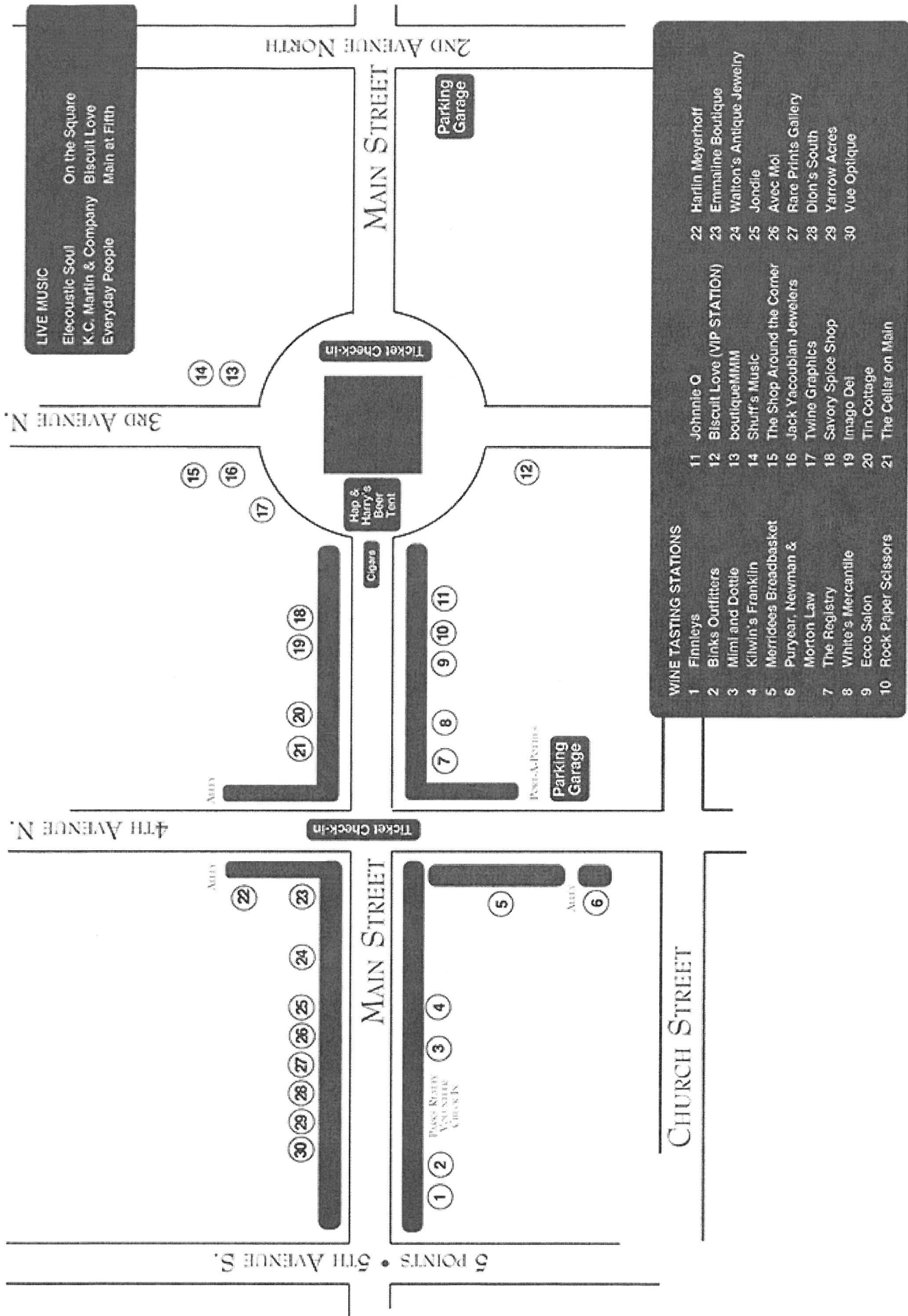
Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

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

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

ENJOY YOUR JOURNEY AS YOU "WINE DOWN MAIN STREET"



Restaurants, Sponsors & Vendors (as of October 25, 2018)



WINE DOWN MAIN STREET



- Whiskey Train
- Restrooms
- Hydrants
- Water Barrier
- Moveable Barrier
- Stage
- Emergency Access
- Road Closed

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WINE TASTING STATIONS		
1 Finnleys	11 Johnnie Q	22 Harlin Meyerhoff
2 Binks Outfitters	12 Biscuit Love (VIP STATION)	23 Emmaline Boutique
3 Mimi and Dottie	13 boutiqueMMM	24 Walton's Antique Jewelry
4 Kilwin's Franklin	14 Shuff's Music	25 Jondie
5 Merridees Breadbasket	15 The Shop Around the Corner	26 Avec Moi
6 Puryear, Newman & Morton Law	16 Jack Yacoubian Jewelers	27 Rare Prints Gallery
7 The Registry	17 Twine Graphics	28 Dion's South
8 White's Mercantile	18 Savory Spice Shop	29 Yarrow Acres
9 Ecco Salon	19 Imago Del	30 Vue Optique
10 Rock Paper Scissors	20 Tin Cottage	
	21 The Cellar on Main	

LIVE MUSIC
 Eleocoustic Soul
 K.C. Martin & Company
 Everyday People
 On the Square
 Biscuit Love
 Main at Fifth

BOARD MEMBER BIOGRAPHICAL INFORMATION

(Please indicate principal officers with *)

1	Name: Peggy Smith	Street: 210 Gloucester Street	City: Franklin	Zip: 37064
	Employer: Retired	Email: peggysmith210@hotmail.com	Telephone: 615-591-9114	Yrs. on Board: 11
2	Name: John Wilson	Street: 1736 Carothers Parkway Suite 100	City: Brentwood	Zip: 37027
	Employer: Reliant Bank	Email: jwilson@reliantbank.com	Telephone: 615-221-2020	Yrs. on Board: 10
3	Name: Lisa Carson	Street: 617 Hillsboro Road	City: Franklin	Zip: 37064
	Employer: Buerger, Moseley & Carson	Email: lcarson@buergerlaw.com	Telephone: 615-790-6824	Yrs. on Board: 12
4	Name: Cathy Hardcastle	Street: 908 Fair Street	City: Franklin	Zip: 37064
	Employer: Community Volunteer	Email: NA	Telephone: 615-794-1904	Yrs. on Board: 4 years
5	Name: Derek Smith'	Street: 219 3 rd Avenue North	City: Franklin	Zip: 37064
	Employer: Attorney	Email: dksmith@dksmithlaw.com	Telephone: 615-719-2354	Yrs. on Board: 3 years
6	Name: Jon Cherry	Street: PO Box 233	City: Fairview	Zip: 37062
	Employer: Big Dog Realty	Email: jcherry@realtracs.com	Telephone: 615-799-9494	Yrs. on Board: 5 years
7	Name: Jackie Moore	Street: 199 Azalea Way	City: Franklin	Zip: 37064
	Employer: Community Volunteer	Email: Jackie.moore11@gmail.com	Telephone: 615-708-6700	Yrs. on Board: 3 years
8	Name: Michael Williams	Street: 1003 Savato Court	City: Spring Hill	Zip: 37174
	Employer: INS Bank	Email: MWilliams@insbanktn.com	Telephone: 615-777-2168	Yrs. on Board: 2.5 years
9	Name: Toney Sutton	Street: 7301 Clearview Drive	City: Fairview	Zip: 37062
	Employer: Vice Mayor-Fairview.	Email: toneyr@bellsouth.net	Telephone: 615-574-8945	Yrs. on Board: 5 years
10	Name: Nick Shackell	Street: 209 Seaboard Lane	City: Franklin	Zip: 37067
	Employer: Enterprise.	Email: Nick.Shackell@ehi.com	Telephone: 615-636-5966	Yrs. on Board: 1.5 years
11				
12				
13				
14				
15				

Internal Revenue Service

Department of the Treasury

District
Director

Delaware-Maryland District

31 Hopkins Plaza, Baltimore, MD 21201

JULY 14, 1998

BOYS AND GIRLS CLUB OF
MIDDLE TENNESSEE, INC.
PO BOX 110268
NASHVILLE, TN 37222-0268

P.O. Box 13163, Room 817
Baltimore, MD 21203

Employer Identification Number:
62-0540402

Person to Contact:
EP/EO Tax Examiner

Telephone Number:
(410) 962-6058

Dear Sir/Madam:

This is in response to your inquiry received JULY 10, 1998, requesting a copy of the letter which granted tax exempt status to the above named organization.

Our records show that the organization was granted exemption from Federal Income Tax under section 501(c)(3) of the Internal Revenue Code effective SEPTEMBER, 1954.

We have also determined that the organization is not a private foundation because it is described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you under section 170 of the Code.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during the calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

You are required to file Form 990, Return of Organization Exempt from Income Tax, only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

A copy of our letter certifying the status of the organization is not available, however, this letter may be used to verify your tax-exempt status.

Because this letter could help resolve any questions about your exempt status, it should be kept in your permanent records.

Sincerely yours,



Paul M. Harrington
District Director

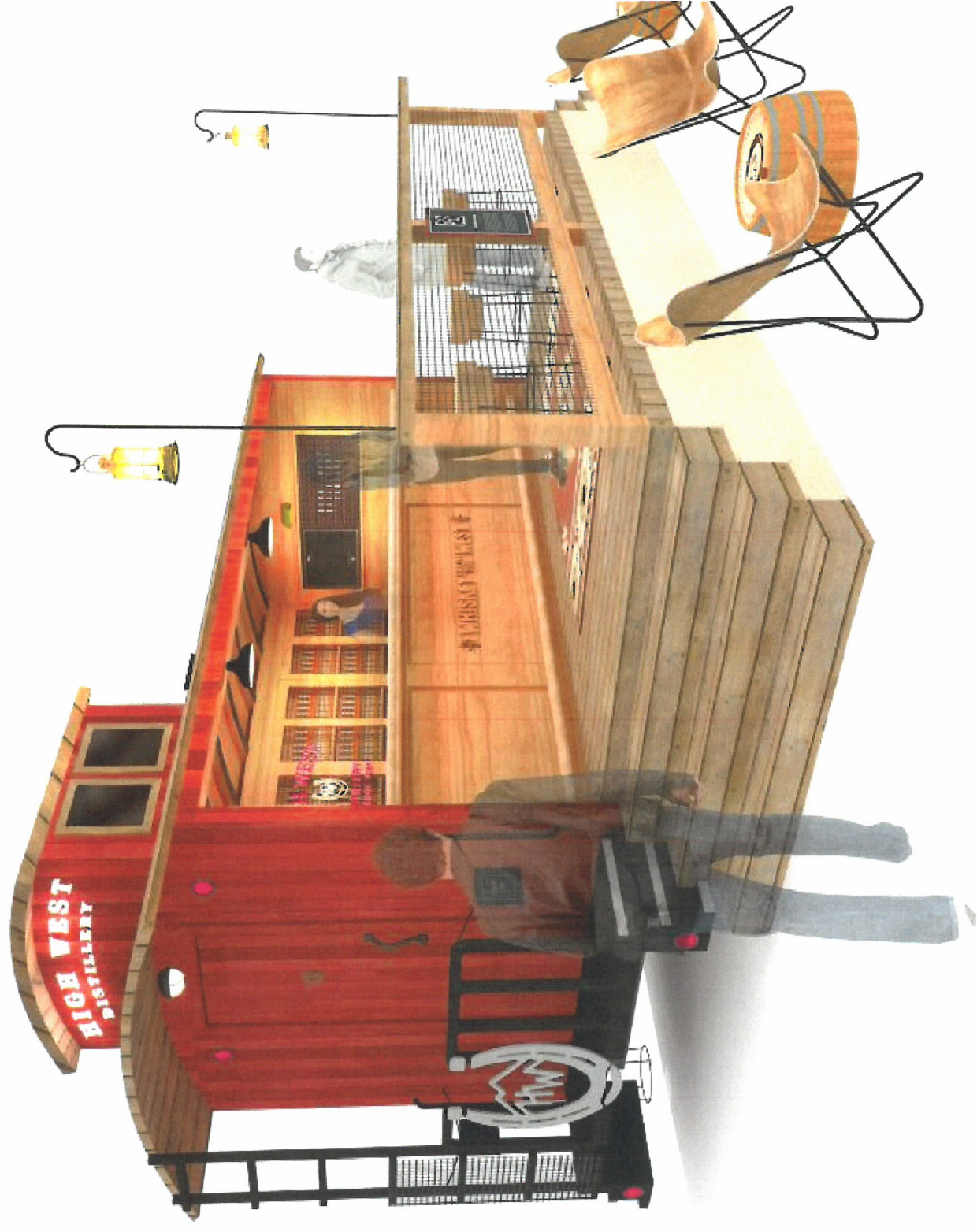
HIGH WEST WHISKEY TRAIN



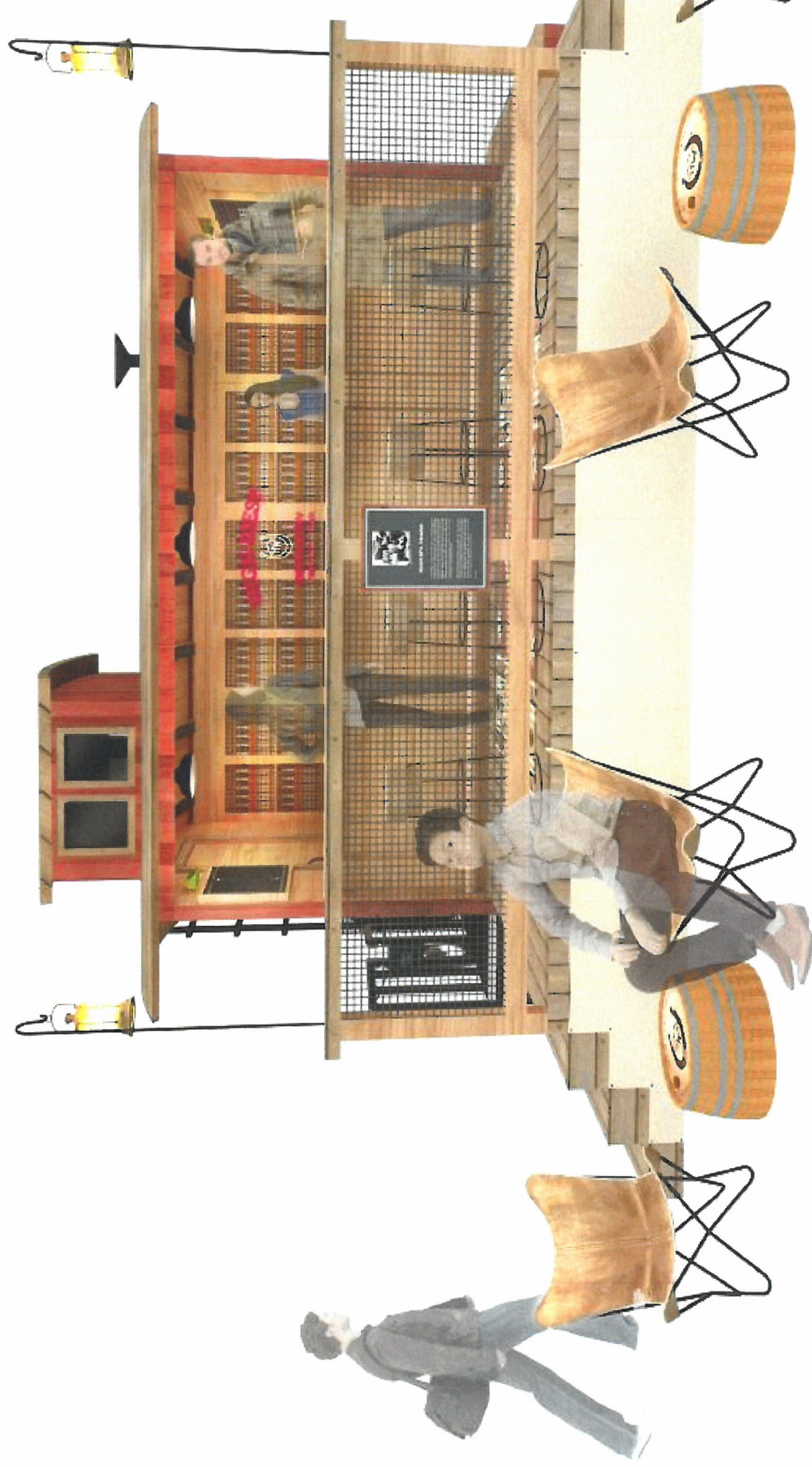
HIGH WEST WHISKEY TRAIN



HIGH WEST WHISKEY TRAIN



HIGH WEST WHISKEY TRAIN



HIGH WEST WHISKEY TRAIN

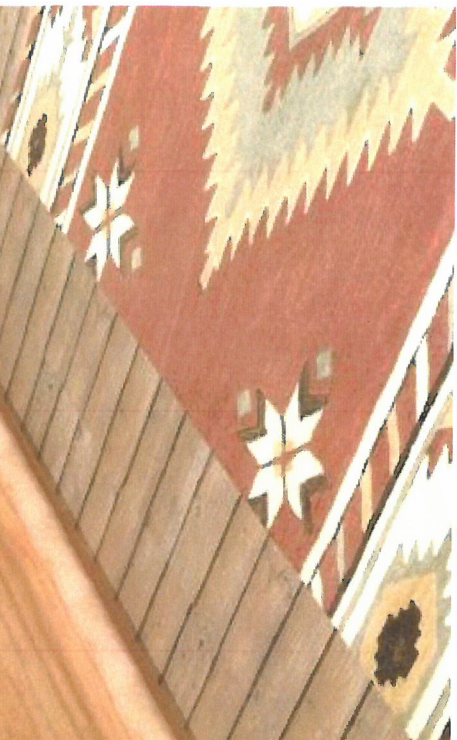
HIGH WEST



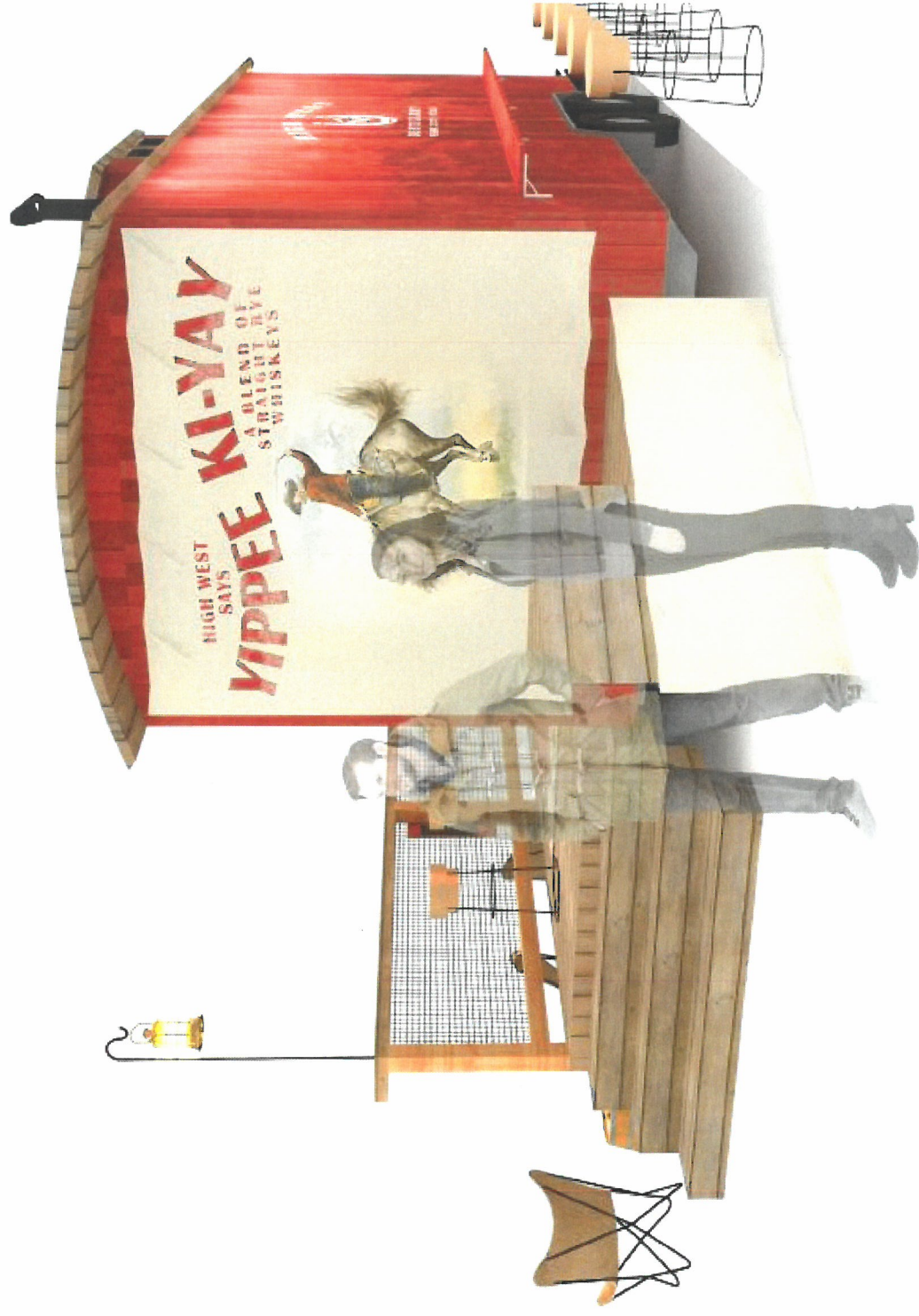
DISTILLERY
PARGENT, UTAH

HIGH WEST WHISKEY

HIGH WEST
DISTILLERY
CABOOSE



HIGH WEST WHISKEY TRAIN



HIGH WEST WHISKEY TRAIN

Bar Counter



HIGH WEST WHISKEY TRAIN

Service Window Option - Exterior



HIGH WEST WHISKEY TRAIN

Fully Expanded Footprint with Fire Pits



Staff Conditions:

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

- Applicant will provide a \$1,000 refundable damage deposit to City prior to event.
- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods.
- Advertise and staff a logical “safe ride” initiative
- **Risk Management:**
 - Applicant will provide certificate of insurance naming the City as additional insured. Certificate should include liquor liability.
- **Streets Department:**
 - Department will set-up closure and provide barricades beginning at 3 p.m. on November 2nd.
 - Department will close Fifth Third Bank quadrant and Mellow Mushroom quadrant of the Square at 5 a.m. on November 2nd. Applicant will provide volunteers to close remaining quadrants of the Square and parking spaces along Main Street two hours before street closure (Department will provide cones).
 - Department will place “No Parking after 3 p.m.” signs along Main Street.
 - Applicant or designee will stay present at event until all vendors are gone.
 - Department will provide clean-up crew for after the event.
- **Police Department:**
 - Applicant will hire recommended number of extra-duty Franklin Police Officers to provide security and crowd control.
 - Applicant has requested amplification on stages at the following locations for the permitted area:
 - Main Street at Fifth Avenue
 - Stage located off the Square in front of Fifth Third Bank
 - Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.
- **Building & Neighborhood Services Department:**
 - Electrical permit will be required.

- ***Sanitation and Environmental Services Department:***
 - Applicant will pay for clean-up crew during the event
 - Applicant must provide plan for disposal of grease.
- ***Revenue Management:***
 - Obtain beer permit from the City of Franklin (if needed) and special event liquor license from ABC.
- ***Fire Department:***
 - Contact Franklin Fire Department for Tent and event inspections.



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**RETAILER'S CERTIFICATE
(RENEWAL)**

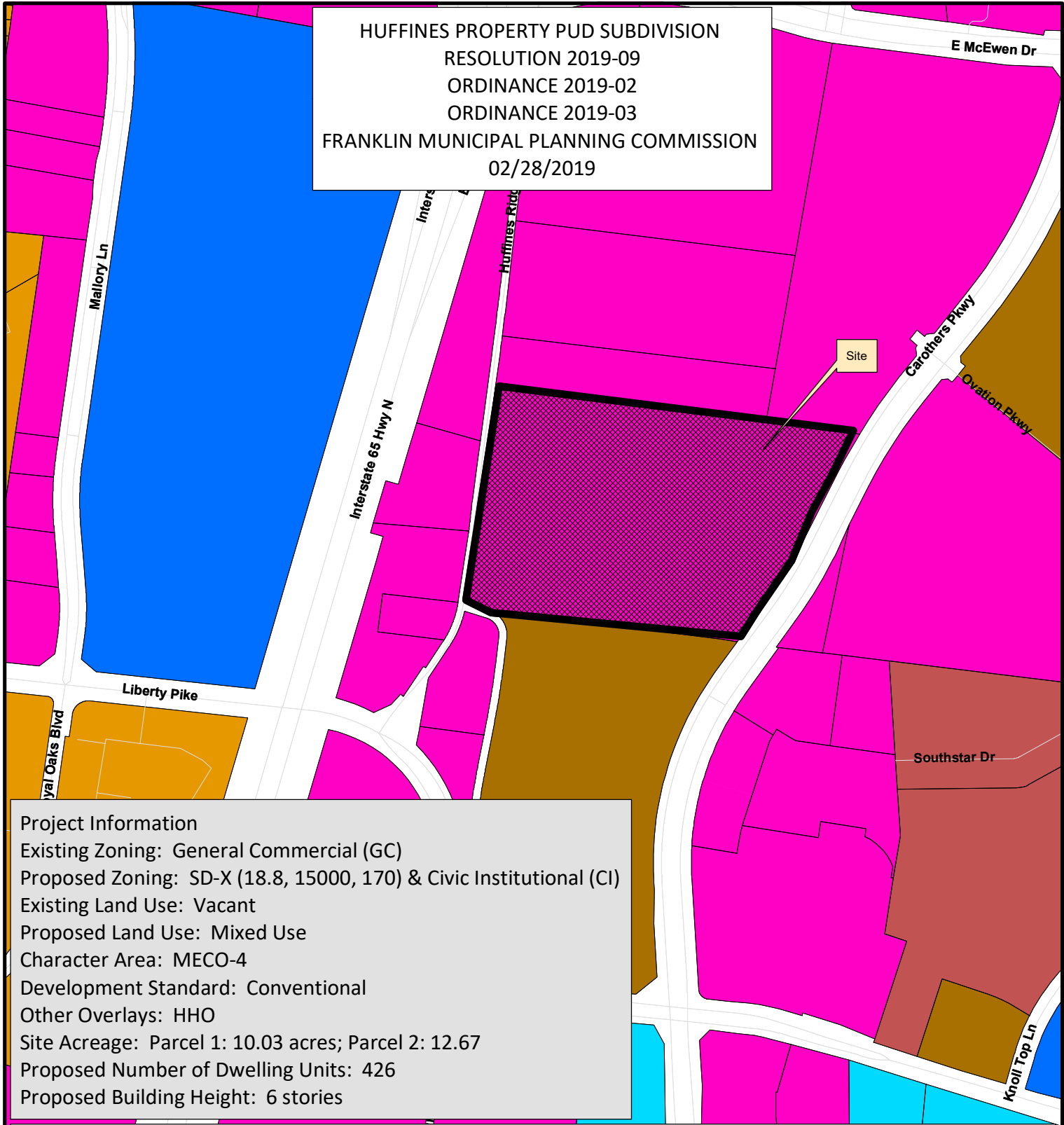
Pursuant to T.C.A. §57-3-208, the City of Franklin hereby certifies the following facts concerning applicant Berry Farm Wine & Spirits, Inc. (Satish Patel, Managing Agent), who has made application for a retailer's license to handle alcoholic beverages at 4000 Hughes Crossing, Building A, which is within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

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

This the 9th Day of April, 2019

Dr. Ken Moore
Mayor

HUFFINES PROPERTY PUD SUBDIVISION
 RESOLUTION 2019-09
 ORDINANCE 2019-02
 ORDINANCE 2019-03
 FRANKLIN MUNICIPAL PLANNING COMMISSION
 02/28/2019



Project Information

Existing Zoning: General Commercial (GC)
 Proposed Zoning: SD-X (18.8, 15000, 170) & Civic Institutional (CI)
 Existing Land Use: Vacant
 Proposed Land Use: Mixed Use
 Character Area: MECO-4
 Development Standard: Conventional
 Other Overlays: HHO
 Site Acreage: Parcel 1: 10.03 acres; Parcel 2: 12.67
 Proposed Number of Dwelling Units: 426
 Proposed Building Height: 6 stories

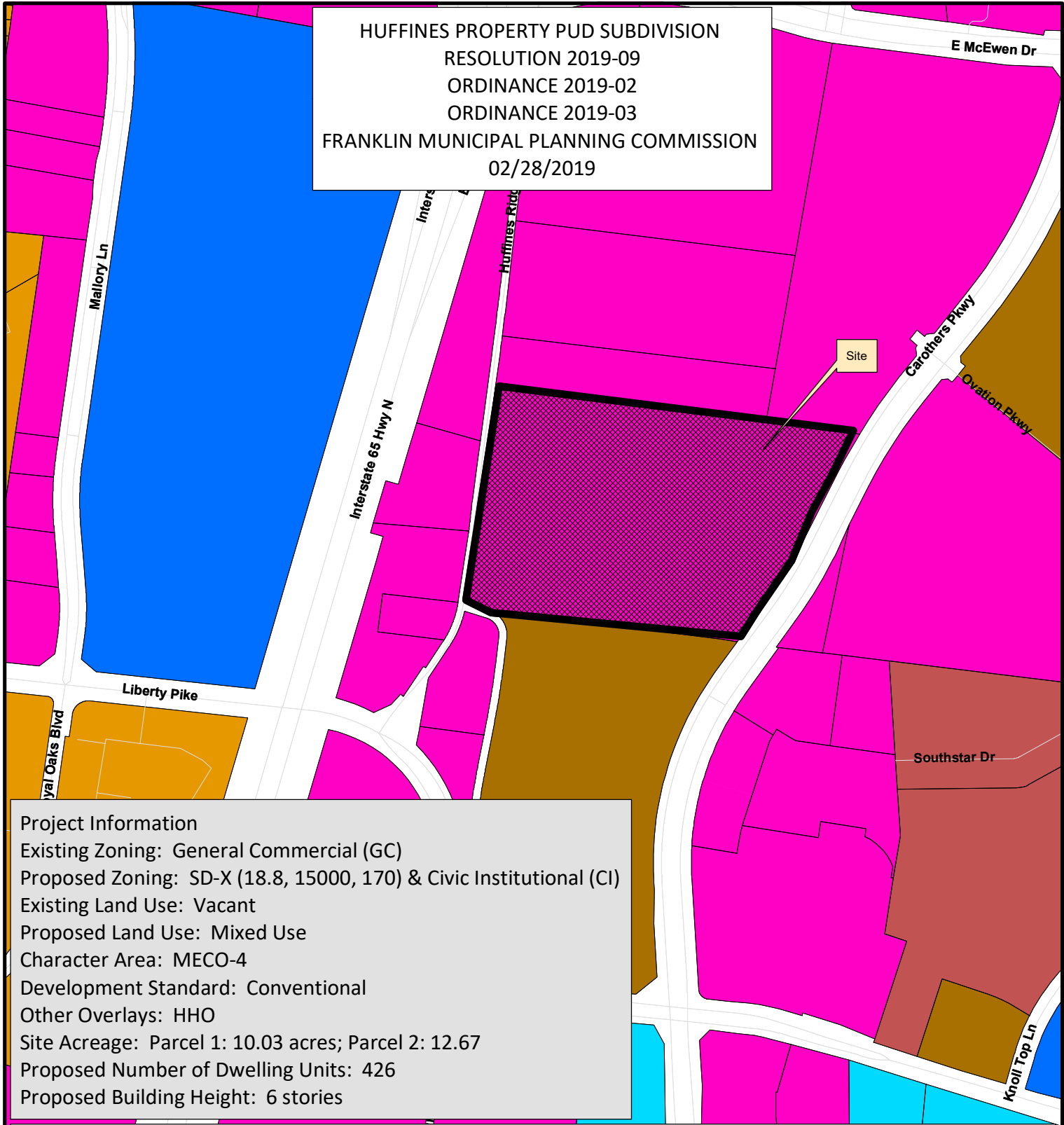
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|--|---------------------------------------|
| Legacy PUD Subdivision | SD-R Specific Development-Residential |
| AG Agricultural District | SD-X Specific Development-Variety |
| ER Estate Residential | OR Office Residential District |
| R-1 Residential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



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 Feet

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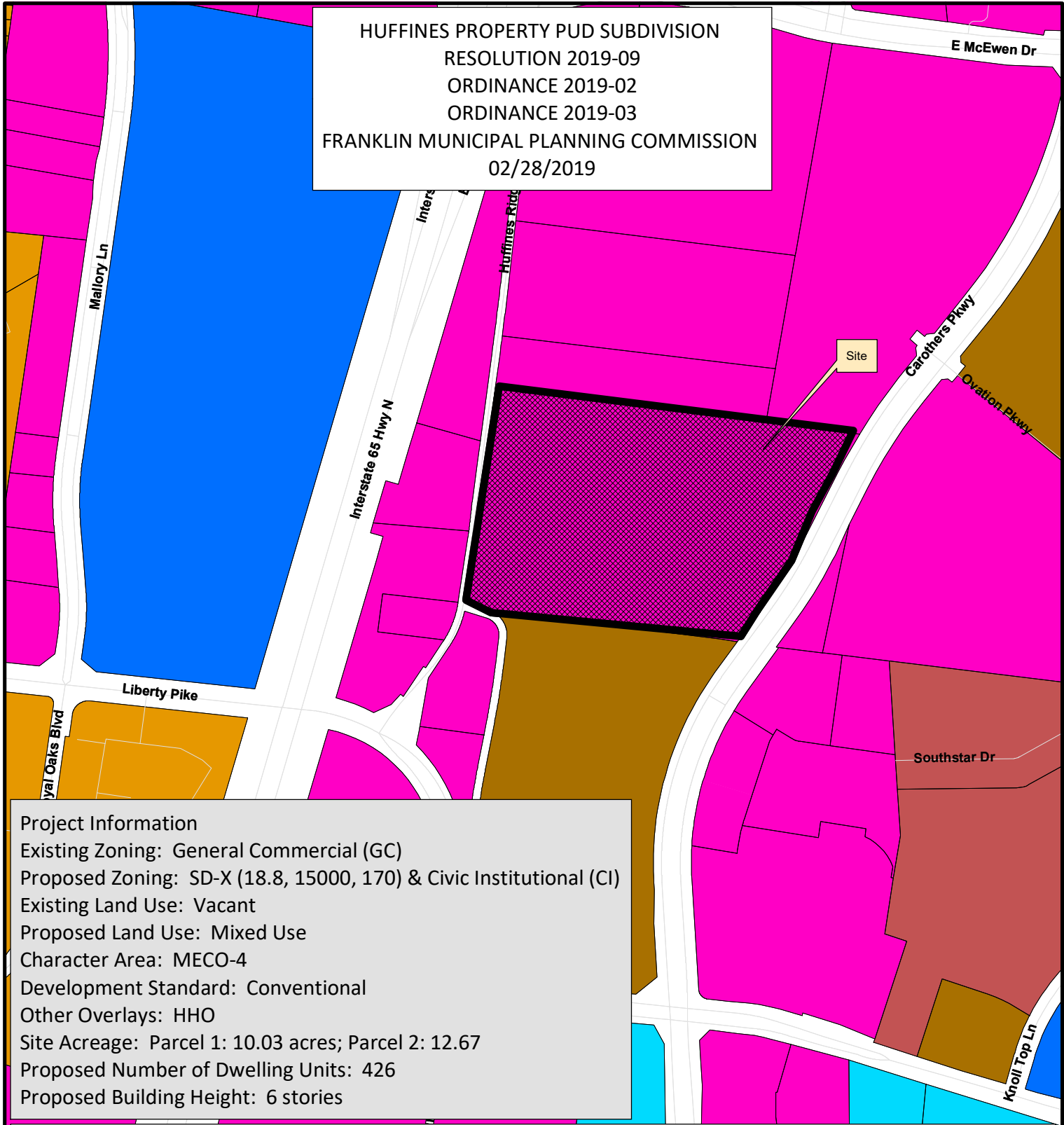
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CONDITIONS OF APPROVAL:

Open Issues: 33

Addressing

General Issues

11. Subdivision and Street Name Approval

lori.jarosz@franklintn.gov	Please submit subdivision names and street names for approval. Submit to lori.jarosz@franklintn.gov
greggamble209@gmail.com	Noted. Names will be submitted before resubmittal.
lori.jarosz@franklintn.gov	Comment to remain open until street names are approved.
greggamble209@gmail.com	Noted.
josh.king@franklintn.gov	Applicant shall submit a list of proposed street names for this subdivision to Lori Jarosz no later than One Stop submittal. Site Plans will not be accepted until street names have been submitted and approved for this Development.

Engineering - PUD Plan Checklist

General Issues

23. F. Development Plan

kevin.long@franklintn.gov	<i>This is an advisory comment and does not hinder the approval of this development plan.</i> At the site plan stage, all roadway improvements shall be designed in accordance with the appropriate common standards as established by (A) the City of Franklin Transportation and Street Technical Standards, (B) the AASHTO Policy on Geometric Design of Highways and Streets, and (C) the Tennessee Department of Transportation Design Guidelines and Standard Details. Features such as taper lengths, horizontal and vertical geometry, clear zones, guardrail requirements, etc., shall be evaluated in greater detail at the site plan stage and will be required to conform to the accepted standard in order to ensure public safety and well-being, as well as the continued functionality of the existing and proposed street networks.
greggamble209@gmail.com	Noted
kevin.long@franklintn.gov	<i>This is an advisory comment and does not hinder the approval of this development plan.</i> At the site plan stage, all roadway improvements shall be designed in accordance with the appropriate common standards as established by (A) the City of Franklin Transportation and Street Technical Standards, (B) the AASHTO Policy on Geometric Design of Highways and Streets, and (C) the Tennessee Department of Transportation Design Guidelines and Standard Details. Features such as taper lengths, horizontal and vertical geometry, clear zones, guardrail requirements, etc., shall be evaluated in greater detail at the site plan stage and will be required to conform to the accepted standard in order to ensure public safety and well-being, as well as the continued functionality of the existing and proposed street networks.
greggamble209@gmail.com	Noted

kevin.long@franklintn.gov

This is an advisory comment and does not hinder the approval of this development plan.

At the site plan stage, all roadway improvements shall be designed in accordance with the appropriate common standards as established by (A) the City of Franklin Transportation and Street Technical Standards, (B) the AASHTO Policy on Geometric Design of Highways and Streets, and (C) the Tennessee Department of Transportation Design Guidelines and Standard Details. Features such as taper lengths, horizontal and vertical geometry, clear zones, guardrail requirements, etc., shall be evaluated in greater detail at the site plan stage and will be required to conform to the accepted standard in order to ensure public safety and well-being, as well as the continued functionality of the existing and proposed street networks.

25. F. Development Plan

kevin.long@franklintn.gov

Applicant shall reflect and clearly label all roadway improvements required in accordance with the finalized Traffic Impact Study to plan set. These may include, but are not limited to, auxiliary lanes, traffic signal modifications, or revised entrance/exit configurations.

The traffic study must be submitted to the City no later than the initial submittal in order for the City's third-party reviewer to complete their review prior to the 1st DRT meeting.

greggamble209@gmail.com

The traffic study has been included with this submittal. All roadway improvements required in the traffic study have been called out on the ROW and Access Plan Sheet C4.1. Additional roadway improvements are located on Liberty Pike and Huffines. These are not shown on the ROW and Access plan sheet since they are off-site significantly, but they are noted in the TIA.

kevin.long@franklintn.gov

Provide an additional sheet showing conceptually any off-site improvements to be included with this development, including the extents of the improvements along Huffines Road.

greggamble209@gmail.com

3 exhibits have been included with this submittal that provide additional detail for the improvements along Carothers Parkway and Huffines Ridge.

kevin.long@franklintn.gov

The accompanying exhibits depicting roadway improvements do not adequately address the previous comment: "Provide an additional sheet showing conceptually any off-site improvements to be included with this development, including the extents of the improvements along Huffines Road."

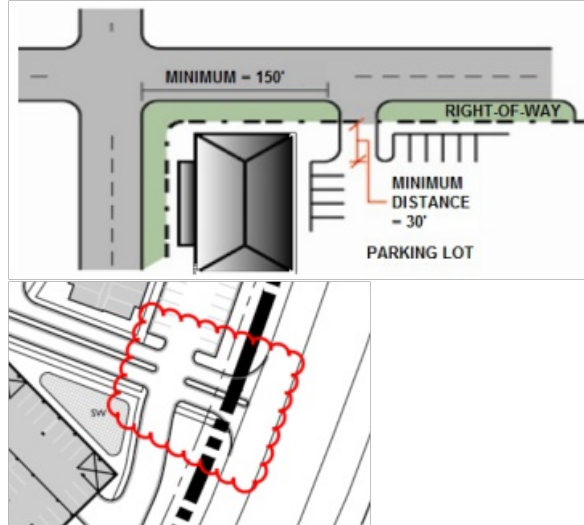
Applicant shall provide an additional ROW and Access sheet in the plan set showing conceptually all off-site improvements associated with this development and required by the traffic study. These should be shown as functional exhibits only, without dimensions or engineering design. (The exhibits included with this submittal are too detailed for this stage of approval.) Include the section of Huffines Road from the intersection of Liberty & Huffines to the northern property line and the improvements proposed on Carothers Parkway. The engineering design of roadway elements at the site plan stage will be required to meet all appropriate transportation design standards as set forth by the City, TDOT, AASHTO, et. al.

[Edited By Kevin Long]

29. Driveway Throat Depth

joe.marlo@franklintn.gov

Applicant to extend driveway a minimum of 30 feet into the property from ROW (including from Dedicated ROW) to the first intersecting parking space, aisle, or drive, including the drive from Carothers Parkway. [COF Streets 2.3.23(11)]



greggamble209@gmail.com

A formal request for modification of standards has been included with this submittal.

joe.marlo@franklintn.gov

The request for Modification of Engineering Standards for Throat Depth has been approved on 12/19/18. Please remove the Modification of Street Standards from the drawing cover sheet.

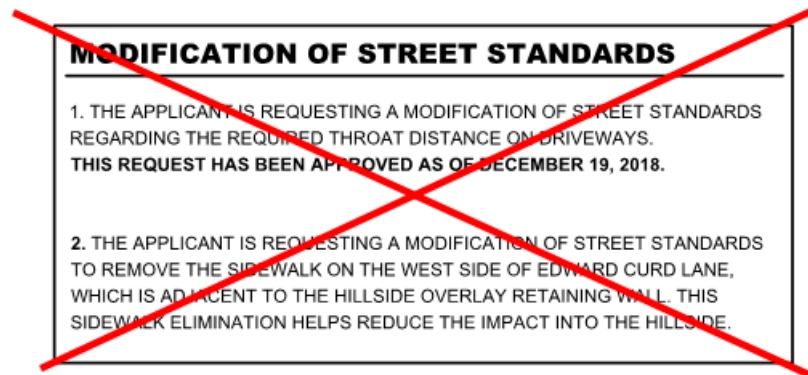
greggamble209@gmail.com

Thanks! We'd prefer not to lose the chain of events related to this item. The cover will note that a requested modification of standards related to throat depth was approved on 12-19-18.

lance.fittro@franklintn.gov

Applicant shall remove the Modification of Street Standards note block from the cover sheet.

The request for Modification of Engineering Standards for Throat Depth was been approved on 12/19/18. The request to eliminate sidewalk adjacent to the hillside preservation / undeveloped open space has likewise been approved as currently shown on the plans. Design modifications requiring City Engineer / staff level approvals are granted through the plan review process, and are not to be listed on the cover sheet with those Modifications of Standards requiring FMPC & BOMA approval.



44. F. Development Plan

lance.fittro@franklin.tn.gov	Applicant shall show general location of proposed utilities, including water, sewer and gas lines, electrical transmission lines, stormwater management facilities, and ground-based utility vaults larger than ten square feet.
greggamble209@gmail.com	General location of all proposed utilities has been provided. Approximate locations for proposed transformers has been provided and coordination with MTEMC will take place at Site Plan stage. All utilities shown on the Development Plan are conceptual and will be finalized and approved at site plan stage by each respective agency.
lance.fittro@franklin.tn.gov	This is an advisory comment: Utility layout shown on the Development Plan is understood to be conceptual. Layout and design of all utilities are to be finalized and approved at Site Plan stage by each respective agency. All City of Franklin specifications, guidelines and ordinances must be adhered to at the Site Plan stage. No exceptions will allowed based on entitlements if City of Franklin regulations and specifications cannot be met in the construction plan set.
greggamble209@gmail.com	Noted. The utility layout for the development plan is conceptual and will be finalized at Site Plan stage.
lance.fittro@franklin.tn.gov	This is an advisory comment: Utility layout shown on the Development Plan is understood to be conceptual. Layout and design of all utilities are to be finalized and approved at Site Plan stage by each respective agency. All City of Franklin specifications, guidelines and ordinances must be adhered to at the Site Plan stage. No exceptions will allowed based on entitlements if City of Franklin regulations and specifications cannot be met in the construction plan set.

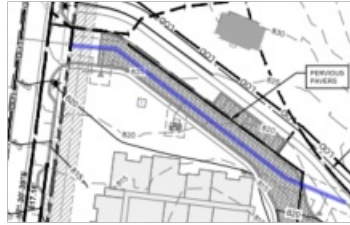
51. Private Streets and Drives

joe.marlo@franklin.tn.gov	At Site Plan, no portion of private streets or drives shall exceed 10%, including the area clouded below. (C3.1)
	
greggamble209@gmail.com	The grades have been revised to reduce the slope to less than 10%. The consultant is coordinating with the developer to the north to align Edward Curd Lane on both properties.
joe.marlo@franklin.tn.gov	<i>The submitted drawings still appear to show street grades in excess of 10% on the north end of the site.</i> At Site Plan, no portion of private streets or drives shall exceed 10%, and proposed grades are to tie to existing grades at property lines.

69. Pervious Pavers

joe.marlo@franklin.tn.gov The following is a newcomment based on new information shown.

At Site Plan, no utilities will be permitted within pervious paver areas. (C3.1)



70. Street Lights

joe.marlo@franklin.tn.gov The following is a newcomment based on new information shown (extents of Public Streets).

Applicant shall provide the following items on the drawings regarding Street Lighting per Chapter 9 of the 2017 Transportation & Street Technical Standards.

1. Show street lights on plans. Lights shall be provided at the locations noted below:
 1. A minimum of two lights at every unsignalized street intersection.
 2. A minimum of one light at every alley intersection.
 3. A minimum of four lights at every signalized intersection.
 4. A maximum of 300 feet spacing along all Local Streets.
 5. A minimum of one light at end of every cul-de-sac or dead-end street (temporary or permanent.)

71. Street Alignment

joe.marlo@franklin.tn.gov The following is a newcomment based on new information shown (shift in Edward Curd Lane).

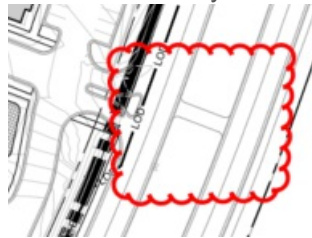
The alignment of Edward Curd Lane at the connection to the Carothers Crossing West property to the south is not approved. **At Site Plan**, Applicant to revise connection to meet City of Franklin Street Specifications.



72. Autoturn

joe.marlo@franklin.tn.gov The following is a newcomment based on newinformation shown.

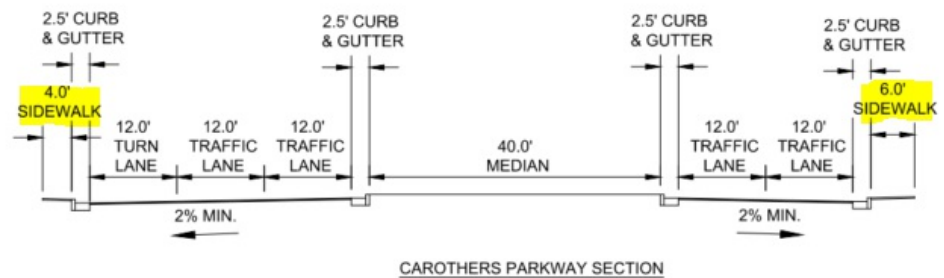
Applicant to provide a successful autoturn exhibit using the City of Franklin Fire Department Tower 2 apparatus at the emergency vehicle access through the median in Carothers Parkway.



73. Carothers Parkway Turn Lane Improvements Exhibit

joe.marlo@franklin.tn.gov The following is a newcomment based on newinformation shown (Exhibit).

Applicant to revise the Carothers Parkway Section to have a 6-foot grass strip behind curb, 6-foot sidewalk (west side) / 12-foot multi-use path (east side), and 2-foot grass strip behind sidewalk to edge of ROW. Include the revised section on a sheet within the Development Plans.



74. Retaining Wall

joe.marlo@franklin.tn.gov The following is a newcomment based on newinformation shown (Parkland Dedication immediately adjacent to Public ROW).

Applicant shall clarify location and maintenance responsibilities for the retaining wall and planting area adjacent to HHO on the Development Plan such that the retaining wall is not within ROW, and that the City of Franklin is not responsible for the maintenance of the retaining wall or its base plantings.



75. F. Development Plan

kevin.long@franklinton.gov Applicant shall design the proposed emergency median access in Carothers Parkway to match the existing emergency median crossing located on Carothers Parkway near Williamson Medical Center.



Fire-Planning

General Issues

64. On-Street Parking

andyk@franklinton.gov I recommend disapproving the sharing parking agreement between these uses. The density of the site warrants parking and the COF already uses a less stringent parking requirement in an effort to limit overparking of sites. Additionally, the site is land-locked and no other parking will be available. The grades between lots and adjacent developments will also limit the ability to share parking. If the site is allowed to be under-parked, it will cause illegal parking in areas that are needed for emergency service and other deliveries.

greggamble209@gmail.com Per discussions with COF staff, the development plan is proposing a shared parking strategy with deferred parking and a reserve parking plan as described in a shared parking study and as illustrated on C2.1 of the development plan.
[Edited By Greg Gamble]

65. Building Code Issues

andyk@franklinton.gov All buildings on this site are assumed to be of non-combustible construction. Any changes to the construction type may change the conditions of approval as the size and density of the project, hillside constraint, parking, and access challenges all impact the overall fire protection plan for the project.

greggamble209@gmail.com Comment acknowledged. All project shall be designed around Type III-B construction or greater

andyk@franklinton.gov 3B is combustible construction.

General Issue

2019-02-07 - Roadway Improvement - Carothers Parkway.pdf

66. MVUD

bnutt@mvud.org Developer needs to submit application and plans to Mallory Valley. Proposed road improvements appear to impact 18" water line running along Carothers Parkway.

2019-02-07 - Roadway Improvement - Huffines Ridge Road.pdf

68. MVUD

bnutt@mvud.org

Developer needs to submit application and plans with Mallory Valley to determine impact, easements, and routing along Huffines.

2019-02-07 Huffines Property PUD Development Plan resubmittal.pdf

67. MVUD

bnutt@mvud.org

Developer needs to submit application with Mallory Valley. Current water design not provided by MVUD.

MTEMC

2018-12-10 Huffines Property PUD Initial Submittal.pdf

57. MTEMC Requirements

ehale@mtmc.com

Developer should contact MTEMC for electric layout, installation requirements and easement information.

Bobby O'Neal

615.595.4683

greggamble209@gmail.com

Noted. An initial coordination meeting has occurred with MTEMC. Coordination will continue during site plan stage.

Parks

General Issues

18. Parkland information

kevin@franklin.tn.gov

This development shall be under the new ordinance. A copy can be found at:

https://library.municode.com/tn/franklin/codes/code_of_ordinances

In general $426 \text{ units} \times \$4,304 = \$1,833,504$ will be due at final plat unless offset are introduced and approved by the BOMA.

Ideally, our goal is to ensure all development agreements are drafted, reviewed by our Law Department, and travel together to FMPC and BOMA with the respective Development Plan, but there may be an occasion when an agreement isn't ready for the FMPC which isn't ideal as long as the agreement is on ready when the Development Plan is considered by BOMA.

greggamble209@gmail.com

Noted. As we continue to refine documents for the Carothers House, for trails, and for a trailhead near and in the HHO area, we plan to propose a number of offsets for BOMA approval.

kevin@franklin.tn.gov

Parks- applicant shall create a Parkland Narrative to explain fully what the intent of the parkland dedication request.

[Edited By Kevin Lindsey]

greggamble209@gmail.com

A new sheet, C2.2 Parkland Dedication Plan, has been added to the set to outline and show the proposed uses of the dedicated parkland.

kevin@franklintn.gov

The new information that is included on sheet 6, C2.2, will be updated in the Parkland Impact Fee contract and sent to the Law Dept. for approval. This can go to Planning Commission but in the event that Law has issues with the contract this could be delayed at the BOMA.

These fees are due at the final plat stage.

Parkland impact fees are due prior to the issuance of the building permit if the **final plat** hasn't been recorded (in other words, whichever occurs first) or in those cases when a plat is not required, prior to the issuance of a building permit.

Parks will not be responsible for the maintenance of the retaining wall, fence or plantings along the border. This will be indicated in the Parkland Impact Agreement that will need to be revised.

Planning

General Issues

58. Draft elevations (development plan)

josh.king@franklintn.gov

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

greggamble209@gmail.com

Noted.

josh.king@franklintn.gov

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

59. Open Space

josh.king@franklintn.gov

The parkland dedication/open space that is being intended for dedication to the City of Franklin needs to be better defined on the development plan. This still needs to be approved by HZA and BOMA/Parks Department but the plan needs to show something conceptual

greggamble209@gmail.com

Sheet C2.3 detailing the Parkland Dedication Strategy has been added to the development plan submittal.

josh.king@franklintn.gov

The parkland dedication is not being approved as a part of the development plan. It is a separate agreement and action (vote) by the BOMA. The layout and improvements identified on the development plan are subject to the final BOMA vote and not indicative of what maybe approved.

60. Final Plat

josh.king@franklintn.gov

A final plat will be required to:

1. Separate the parkland dedication area
2. Define boundaries for Main development (1,2, or 3 parcels)
3. Triangle piece across Carothers Parkway

A separate shared parking easement between Apartments, hotel, office, (and park?) will be required after Development Plan approval

greggamble209@gmail.com

Noted. Legal descriptions have been provided for the CI/HPO and SD-X Parcels. An overall boundary survey has also been provided as a separate exhibit.

josh.king@franklintn.gov

Applicant is acknowledging responsibility for maintaining a retaining wall on the west side of future Edward Curd Lane. As part of a final plat submittal:

1. Applicant shall submit a Final Plat creating the separate lots
2. Applicant shall show the final location of the retaining wall outside of the ROW and area to be dedicated as part of the Parkland agreement.
3. Applicant shall submit a maintenance agreement prior to completion of the wall

76. Parking

josh.king@franklintn.gov

Deferred Parking:

Applicant shall revise the deferred parking sheet, and list the provided spaces and deferred spaces. The request is to defer a certain number of parking spaces of multifamily spaces, until a parking study can be provided that shows that the total required parking spaces for the multifamily use are not needed. As such, the development must adhere to one of the following scenarios at site plan stages:

1. The office and parking structure are built and complete prior to the completion of the multifamily use and parking structure, thus negating the need for additional/deferred parking, or
2. The multifamily use is built first, and the associated parking structure is built with 920 spaces, thus negating the need for additional/deferred parking; or
3. Phase I of the multifamily use reaches 80% and a parking study is completed and accepted by the city, which negates the need for the deferred parking; or
4. The numbers of certificates of occupancy for the multifamily structure do not exceed the required parking spots per the Zoning Ordinance until additional parking spaces are provided in the multifamily parking structure or a parking study is completed and accepted by the city, thus negating the need for the deferred parking.

[Edited By Amy Diaz-Barriga]

77. Parking

josh.king@franklintn.gov

Applicant shall update parking location sheet and shared parking analysis to reflect the changes discussed and approved in emails between Josh King, Greg Gamble, and Amy Diaz-Barriga dated 2/18/2019. Attached in project file as reference.

78. Architecture

josh.king@franklintn.gov

Applicant shall ensure at one stop all buildings are rendered. The office building did not render in 3D on all architecture sheets.

79. HPO

josh.king@franklintn.gov

Applicant shall rezone the National Register Listed structure and surrounding acreage into the Historic Preservation Overlay (HPO) after acceptance by the BOMA of the proposed improvements to the historic site and parkland improvements, and with the first final plat.

[Edited By Amy Diaz-Barriga]

Planning (Landscape)

General Issues

56. Retaining wall planting area

jason.arnold@franklintn.gov

Retaining walls are required to have evergreen shrubs or evergreen trees to soften the appearance of the wall.

Applicant shall provide 5' planting areas along the base of the wall to accommodate the plants.

greggamble209@gmail.com Retaining wall on the south side of the HHO will include 5' landscape screening. Modification of standards is requested to eliminate 5' landscape screening along the south side of the retaining wall located along the southern property line to minimize disturbance to the existing tree canopy.

jason.arnold@franklin.tn.gov Acknowledged for the retaining walls that are proposed in order to preserve the tree buffer along the Southern property line.

For the all other retaining walls, applicant shall provide a 5' planting strip and remove them from the right of way.

Preservation/HZC

General Issues

61. Historic Zoning Commission recommendations

amanda.rose@franklin.tn.gov Since the property is associated with a National Register-listed historic house, the John Henry Carothers House, the Historic Zoning Commission reviewed the proposal and has made the following recommendations for consideration by the Planning Commission and BOMA:

- 1) It is recommended that the historic house be rezoned into the Historic Preservation Overlay prior to any alterations to the house are made or any permits associated with the development are issued.
- 2) It is recommended that any historic dry-stack stone walls that are within the proposed HPO area must be preserved and/or relocated/rebuilt in the dry-stack method.
- 3) It is recommended that be maintained or rebuilt to reinforce the historic farmstead context of the property.
- 4) It is recommended that the applicant salvage any reusable historic materials from the outbuildings that are proposed to be removed. The salvaged materials are recommended to be reused on site where appropriate.

greggamble209@gmail.com These comments are noted and have been/will be incorporated into the development plan/future site plans as appropriate.

josh.king@franklintn.gov

Since the property is associated with a National Register-listed historic house, the John Henry Carothers House, the Historic Zoning Commission reviewed the proposal on December 10, 2018, and has made the following recommendations for consideration by the Planning Commission and BOMA:

1) It is recommended that the historic house be rezoned into the Historic Preservation Overlay prior to any alterations to the house are made or any permits associated with the development are issued.

2) It is recommended that any historic dry-stack stone walls that are within the proposed HPO area must be preserved and/or relocated/rebuilt in the dry-stack method.

3) It is recommended that the walls be maintained or rebuilt to reinforce the historic farmstead context of the property.

4) It is recommended that the applicant salvage any reusable historic materials from the outbuildings that are proposed to be removed. The salvaged materials are recommended to be reused on site where appropriate.

[Edited By Amy Diaz-Barriga]

Stormwater

General Issues

10. Riparian Buffer

jeff.willoughby@franklintn.gov

Identify all water resources onsite. Label by their corresponding name as shown on the most current USGS maps. Include top of bank and riparian buffer zones on all site plan sheets. Riparian buffers shall be applied from top of bank. Top of bank is defined as the break in slope of the corresponding grade or if available, the ordinary high water mark.

- For drainage areas over 1 square mile there shall be a 60' riparian buffer zone 1.
- For drainage areas under 1 square mile shall be a 30' riparian zone 1 and 30' riparian zone 2.
- Zones shall be labeled in the following format, "Width, Riparian Buffer, Zone designation" for example "60' Riparian Buffer Zone 1"
- Where the average Slope of the land within the Streamside Buffer is between fifteen percent (15%) and twenty-five percent (25%), an additional twenty (20) feet shall be added to the zone 1 minimum buffer width.
- Where the average Slope of the land within the riparian buffer is greater than twenty-five percent (25%), an additional fifty (50) feet shall be added to the zone 1 minimum buffer width.

greggamble209@gmail.com

An approximate location for the potential wetland has been added to the Existing Conditions Plan Sheet C1.1. The Regulatory Constraints Analysis prepared by BDY on September 24, 2018 has been included with this submittal. The potential wetland is less than 0.05 acres.

jeff.willoughby@franklintn.gov

I am assuming the wetland will be mitigated. Provide all State and Federal documents showing acceptance or denial of jurisdictional features along with mitigation permits.

greggamble209@gmail.com Wetland is being delineated currently. If necessary, it will be mitigated. A TDEC ARAP permit and USACE §404 permit will be obtained.

jeff.willoughby@franklin.tn.gov Show wetland delineation and provide all State and Federal documents showing acceptance or denial of jurisdictional features along with mitigation permits.
[Edited By Jeff Willoughby]

Water/Sewer

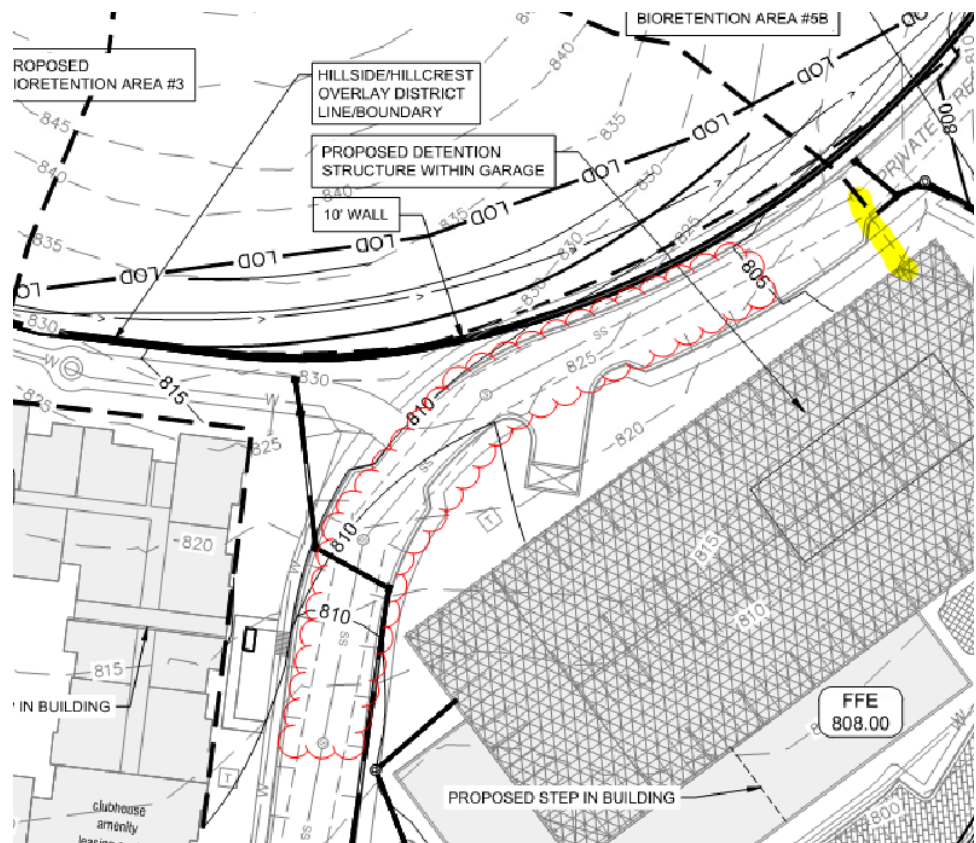
General Issues

6. Sanitary sewer

ben.mcneil@franklin.tn.gov The applicant shall note any depths that will be greater than 10' on the development plan. The contours are not clear on the depths of the proposed sanitary sewer.

greggamble209@gmail.com Per discussion with Ben McNeil, formal sewer plan and profiles will be provided at site plan stage. A note has been added to the Utility Plan Sheet C5.1 stating that the sanitary sewer will be installed at minimal depth where possible.

ben.mcneil@franklin.tn.gov As it appears to be on the development plan, the sanitary sewer main must be at least 20' in depth to serve the northern hotel. In any areas where the sanitary is 12' or greater, the Water management department will not accept the sanitary sewer at this depth, at site plan the applicant shall revise the utility layout to provide sanitary sewer at an acceptable depth. All water management specs shall be met.

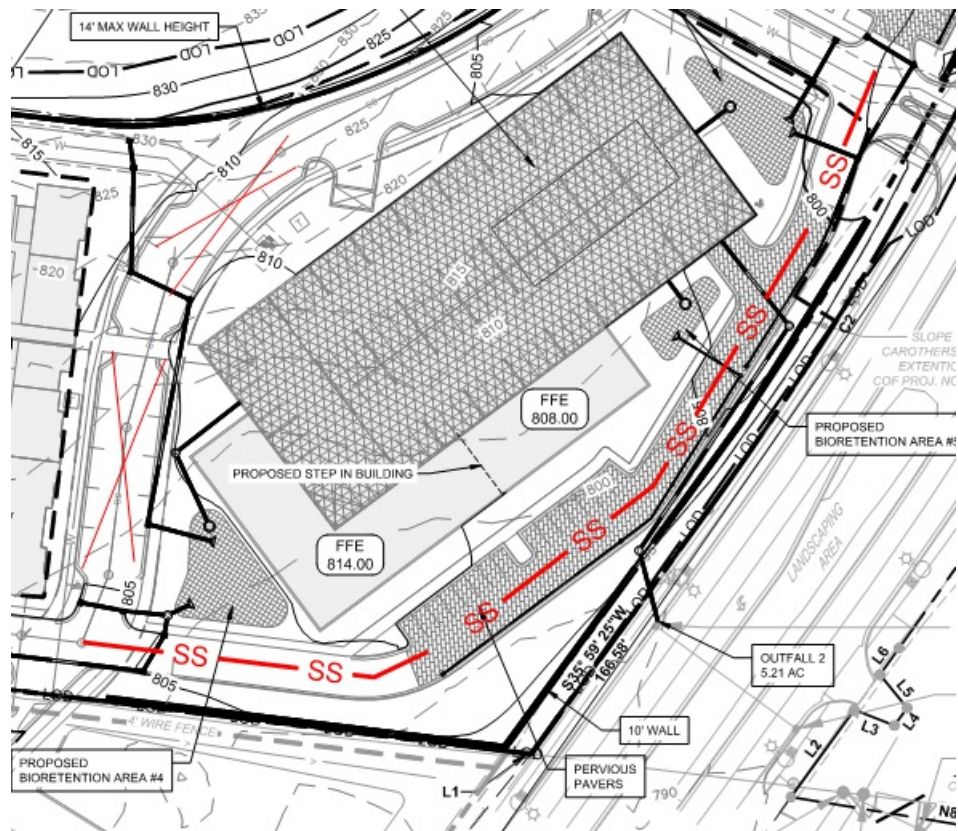


[Edited By Ben Mcneil]

greggamble209@gmail.com Prior to/during site plan stage, the sanitary sewer layout will be designed to keep the pipe at a minimum depth or alternate sanitary sewer connections will be required.

ben.mcneil@franklintn.gov

The applicant did not address the issue of the sewer depths. water management has concerns that the depths will not change at site plan. Therefore, the sanitary sewer layout shall be revised to the original sewer location. Minimum depths shall be met and all design guidelines followed for the sewer layout. The snip below shows the original layout, if the applicant has questions they may contact Franklin water.



[Edited By Joshua King]

46. MUD 30" Waterline

matt@m2groupplc.com

Applicant to demonstrate no cutting/filling is occurring within existing MUD easement or over existing 30" waterline. Details of road/utility crossings to be provided for review/approval by MUD engineer prior to the start of construction.

greggamble209@gmail.com

An initial coordination meeting with Milcrofton Utility District has occurred. Coordination will continue during site plan stage.

2018-12-10 Huffines Property PUD Initial Submittal.pdf

47. MVUD

bnutt@mvud.org

MVUD has meet with the developer and discussed options to serve site.

Current plan does not include these ongoing discussions nor is approved by MVUD.

MVUD will continue to work with the developer and will prepare design plans after complete review with the development team and once application, design fees have been paid.

greggamble209@gmail.com Noted. The water layout has been updated based on the preliminary coordination with MVUD. Once final design and layout is provided by MVUD, then the plans will be updated to reflect it.

SITE DATA CHART

PROJECT NAME: HUFFINES PROPERTY PUD SUBDIVISION
PROJECT #: 6876
SUBDIVISION: N/A
LOT NUMBER: N/A
ADDRESS: 1343 HUFFINES RIDGE DRIVE
CITY: FRANKLIN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 9

EXISTING ZONING: GC
PROPOSED ZONING: SD-X (18.8/150000/170)
CI

EXISTING CHARACTER AREA: MECO-4
OTHER APPLICABLE OVERLAYS: HHO, HHO BUFFER
APPLICABLE DEVELOPMENT STANDARD: CONVENTIONAL
ACREAGE OF SITE: 22.70 AC
SD-X 12.67 AC
CI 10.03 AC
SQUARE FOOTAGE OF SITE: 988,770 SF

MINIMUM SETBACKS:
FRONT YARD:
SIDE YARD:
REAR YARD:

OWNER: ADDRESS: JOHN E. CAROTHERS
1343 HUFFINES RIDGE DRIVE

APPLICANT: ADDRESS: GAMBLE DESIGN COLLABORATIVE
324 LIBERTY PIKE
SUITE 145

PHONE: (615) 975-5765
EMAIL: greg.gamble@gdc-tn.com
CONTACT: GREG GAMBLE

BUILDING SQUARE FOOTAGE: 3 BUILDINGS - 726,706 SF TOTAL
BUILDING HEIGHT: 6 STORIES
RESIDENTIAL UNIT: 426
REQUIRED LSR: 0.20 SD-X
0.40 CI
0.62

PROVIDED LSR: 1.532
MINIMUM PARKING REQUIREMENT: N/A
MAXIMUM PARKING LIMIT: 1,480
EXISTING PARKING: 18.77 D.U.A.
PROVIDED PARKING: 13.61 AC (592,698 SF)
RESIDENTIAL DENSITY: 426 UNITS X \$4,304 = \$1,833,504
PARKLAND: 1.14 AC (49,658 SF)
OPEN SPACE: 1.20 AC (52,207 SF)

STATEMENT OF IMPACTS

WATER FACILITIES

WATER SERVICE WILL BE PROVIDED BY MALLORY VALLEY UTILITIES. THE WATER MAINS ARE LOCATED ALONG CAROTHERS PARKWAY AND LIBERTY PIKE.
426 UNITS * 350 GPD = 149,100 GPD
150,000 SF OFFICE * 0.2 GPD/SF = 30,000 GPD
170 HOTEL ROOMS * 130 GPD = 22,100 GPD

SEWER FACILITIES

SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. PROJECTED FLOW IS 431 SFUE.

REPURIFIED (REUSE) WATER FACILITIES

NOT PRESENT OR PROPOSED ON THIS SITE.

POLICE, FIRE, AND RECREATIONAL FACILITIES

NEAREST POLICE STATION: 2.1 MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 2.2 MI (FRANKLIN FIRE DEPARTMENT STATION 6)
NEAREST RECREATIONAL FACILITY: 1.4 MI (LIBERTY PARK)

PROJECTED STUDENT POPULATION

426 * 0.64 = 273 STUDENTS

REFUSE STORAGE AND SANITATION COLLECTION FACILITIES

REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY PRIVATE COLLECTION

TREE CANOPY RETENTION

OVERALL PROPERTY AREA = 988,770 SF (22.70 AC)

TREE AREA	EXISTING	REMOVED	PRESERVED
A	567,230 SF	229,426 SF	337,804 SF
B	25,468 SF	16,438 SF	9,029 SF
TOTAL SF	592,698 SF	245,865 SF	346,833 SF
TOTAL ACRES	13.61 AC	5.64 AC	7.96 AC

TREE CANOPY DATA:

TOTAL EXISTING TREE CANOPY: 13.61 AC (60% OF SITE)
REQUIRED CANOPY PRESERVATION: 22%
22% X 13.61 AC TOTAL CANOPY: 2.99 AC (130,244 SF)

PROVIDED CANOPY PRESERVATION: 58%
7.96 AC (346,833 SF)

OPEN SPACE REQUIREMENT CHART

MINIMUM OPEN SPACE REQUIREMENT: 5%

5% * 22.70 AC = 1.14 AC / 49,658 SF

NOTE: ALL OPEN SPACE IS FORMAL

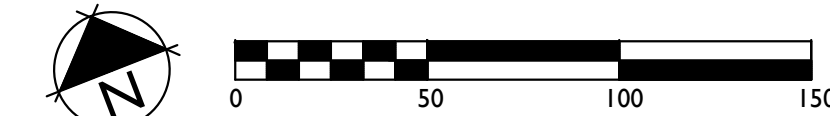
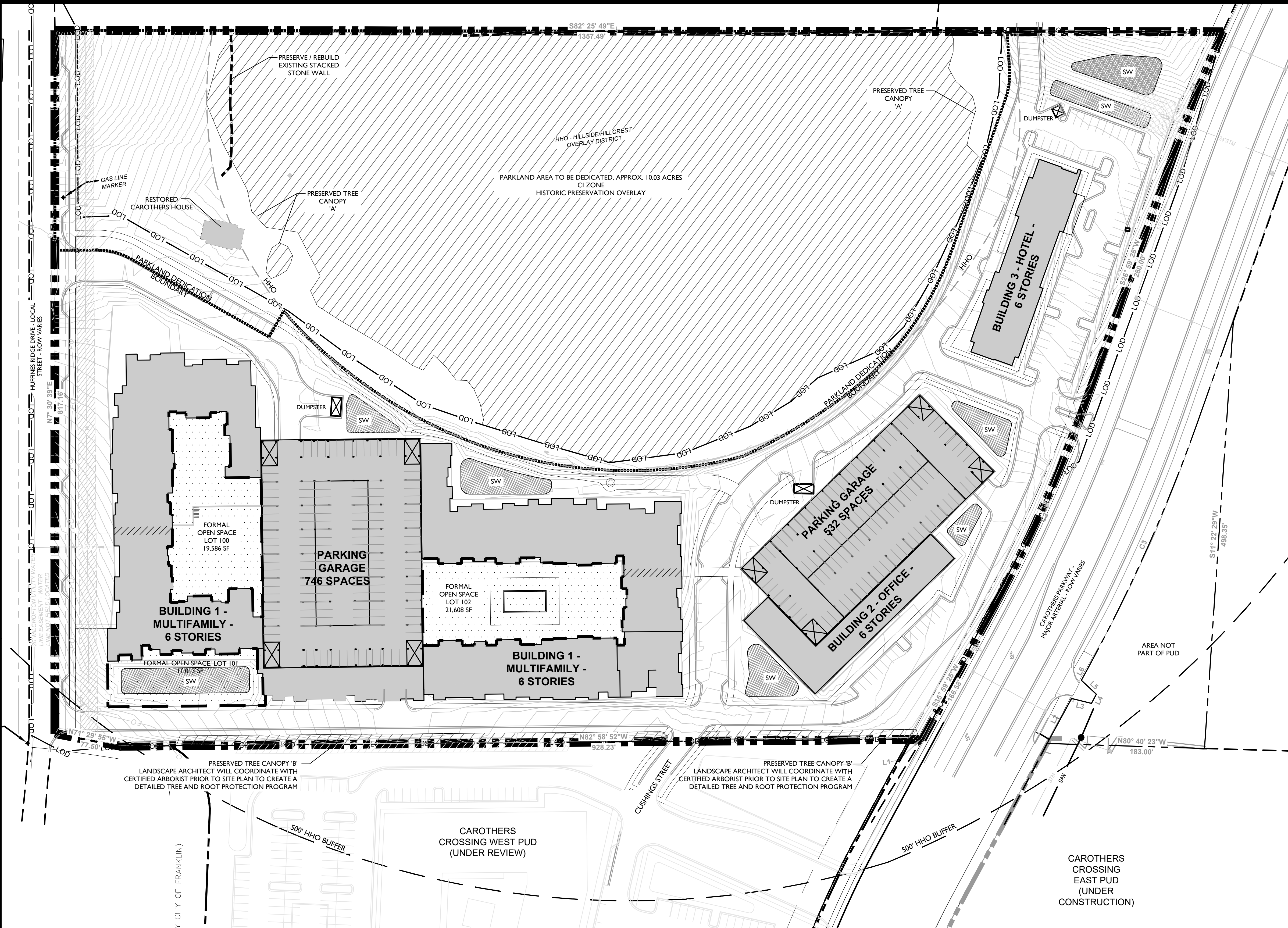
TOTAL OPEN SPACE PROVIDED: 1.20 SF / 52,207 SF

KEY	CLASSIFICATION	TYPE	AREA (SF)
100	FORMAL	COURTYARD	19,586 SF
101	FORMAL	PLAZA	11,013 SF
102	FORMAL	COURTYARD	21,608 SF

PARKING TAKEDOWN CHART

	Proposed Development		CDF Required Parking		Requirements Based on Shared Parking Analysis	Provided Parking	
	Qty	Unit	Parking Ratio	Subtotal		Location	Qty
Phase I Residential							
	84	1BR	1.5/unit	126			
	106	2BR	2.5/unit	265		Garage Surface	384
	23	3BR	3/unit	69		Surface	8
	213	TOTAL		460			392
Phase II Residential							
	84	1BR	1.5/unit	126			
	106	2BR	2.5/unit	265		Garage Surface	362
	23	3BR	3/unit	69		Surface	15
	213	TOTAL		460			377
Hotel Phase							
	170	Rooms	1/room	170			
	18	Employee	1/ea	18		Surface	70
				188			70
Office Phase							
	132,500	SF	4/1000sf	530		Garage Surface	532
						Surface	30
				530			562
Dedicated Park							
						Surface	15
TOTAL				1638		1388	1416

* UNIT MIX COUNT MAY VARY
BY PHASE WITHIN THE 426
TOTAL PERMITTED USES

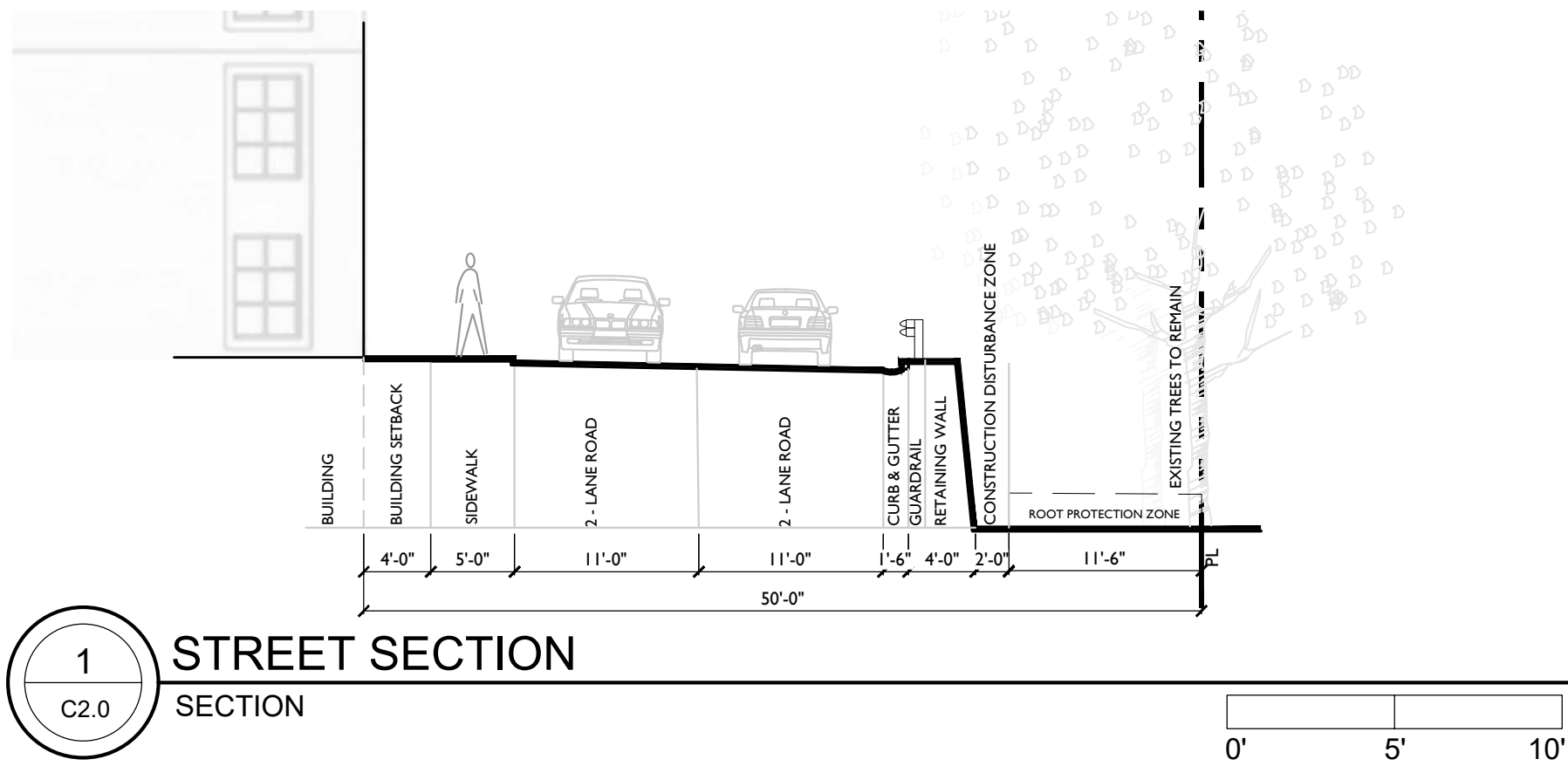


KEY

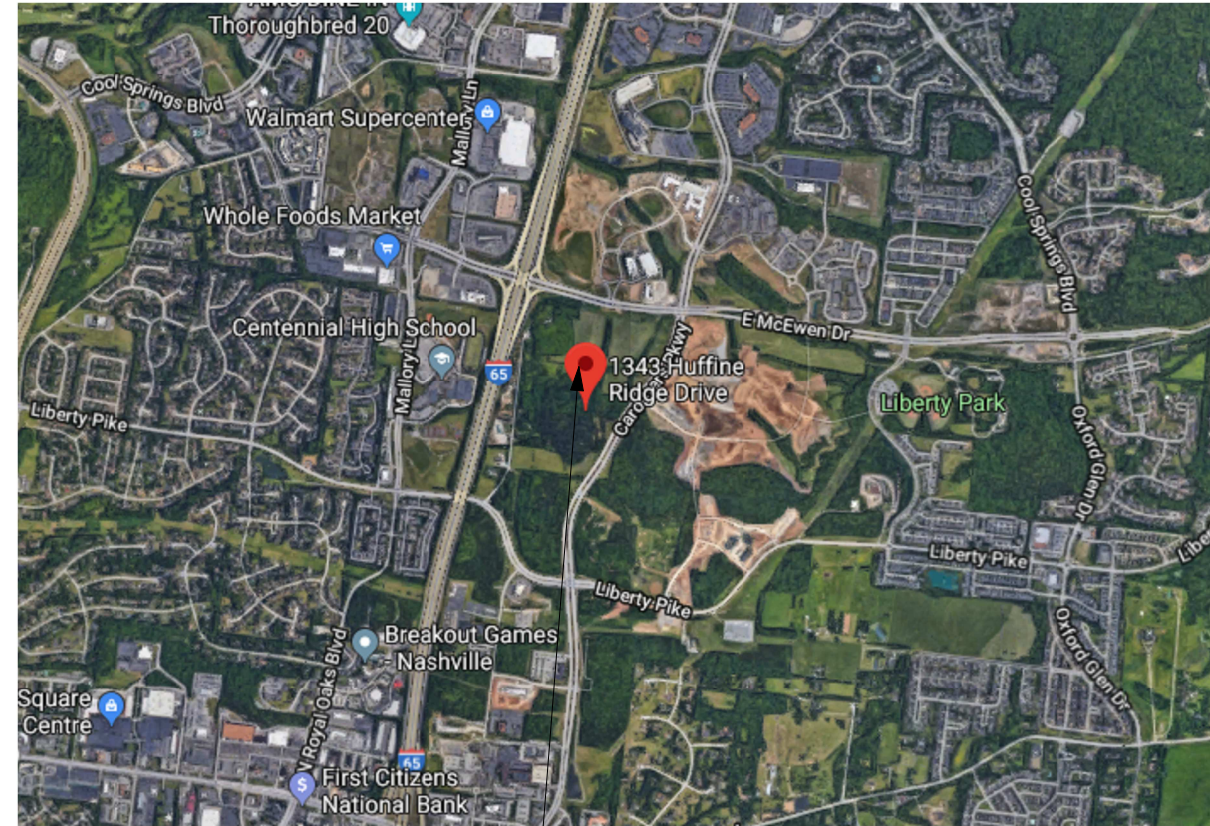
- FORMAL OPEN SPACE
- PRESERVED TREE CANOPY

BUILDING DATA

BUILDING	TYPE	# OF STORIES	SF
1	MULTIFAMILY	6	543,297
2	OFFICE	6	150,000
3	HOTEL	6	81,288



vicinity map



1343 huffine ridge road || franklin, tn 37067

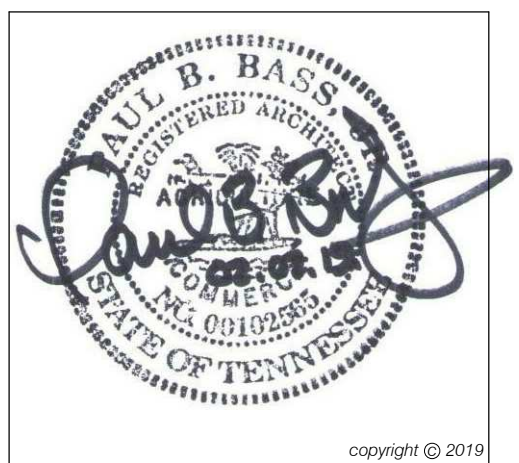
drawing index

- development plan
- dp100 site axonometric & general information
- dp110 hotel and office floor plan axons / building data
- dp120 multi-family axon floor plans & project data
- dp130 site sections
- dp140 site plan & site perspectives
- dp150 site perspectives

legacy franklin
development plan
1343 huffine ridge drive
franklin, tn 37067

426 multi-family units
147,744 sf office bldg.
170 room hotel

development plan
07 february 2019



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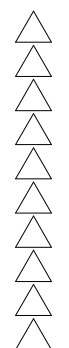
client



project:

1343 huffine ridge
development plan
426 unit multi-family | 147,000 sf of office |
170 room hotel
1343 huffine ridge drive || franklin, tn 37067

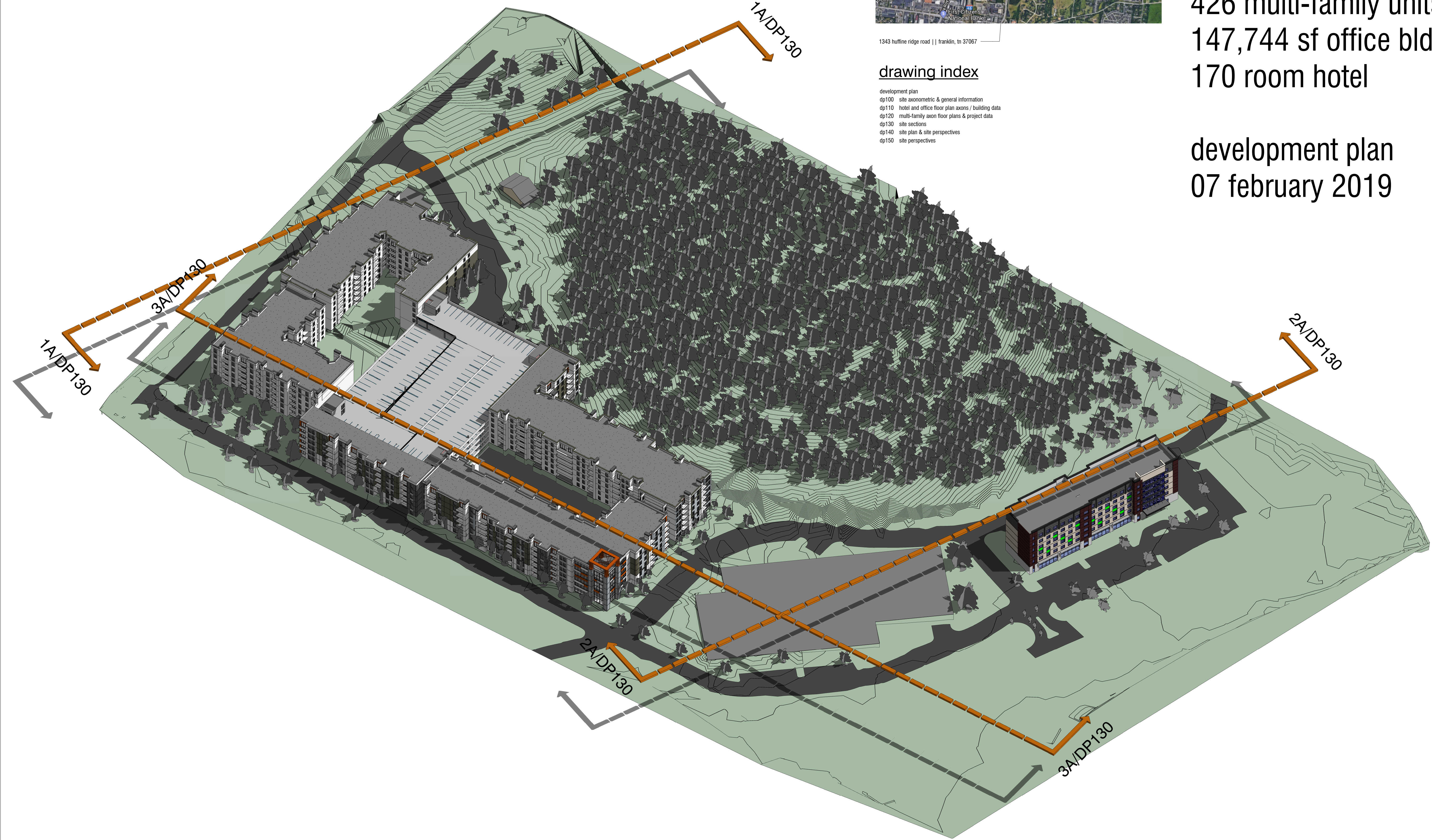
revisions



date: 02.07.2019
project no.: a18030.00

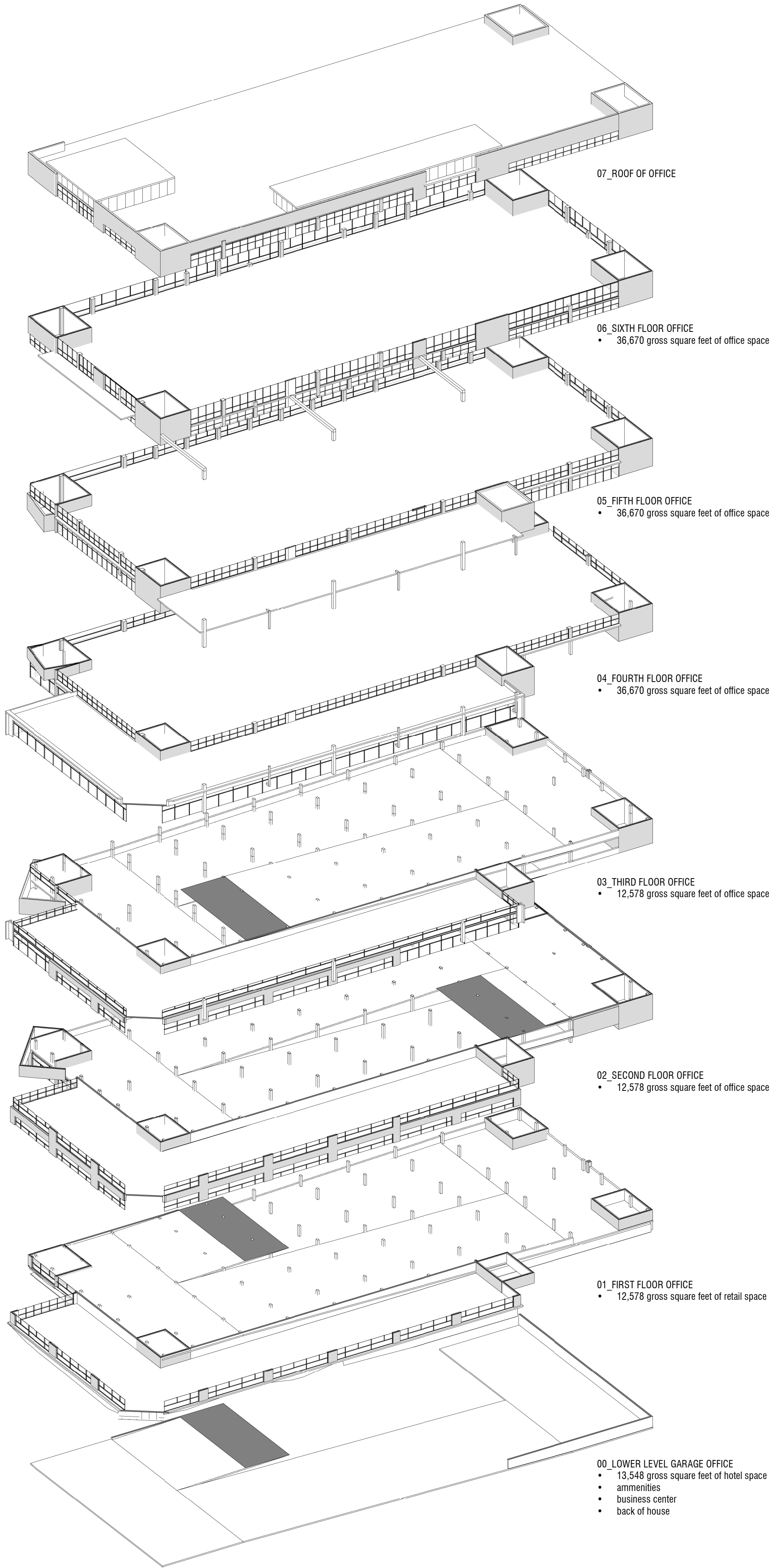
site
axonometric
& general
information

dp100



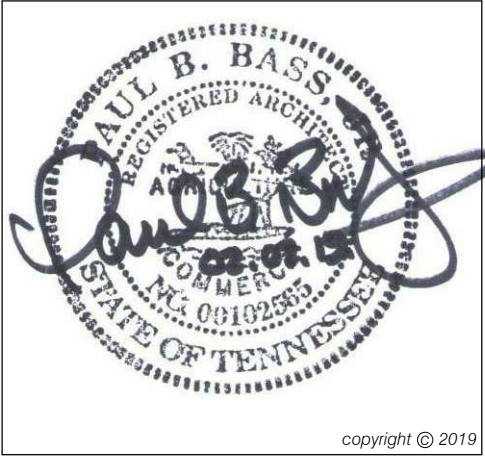
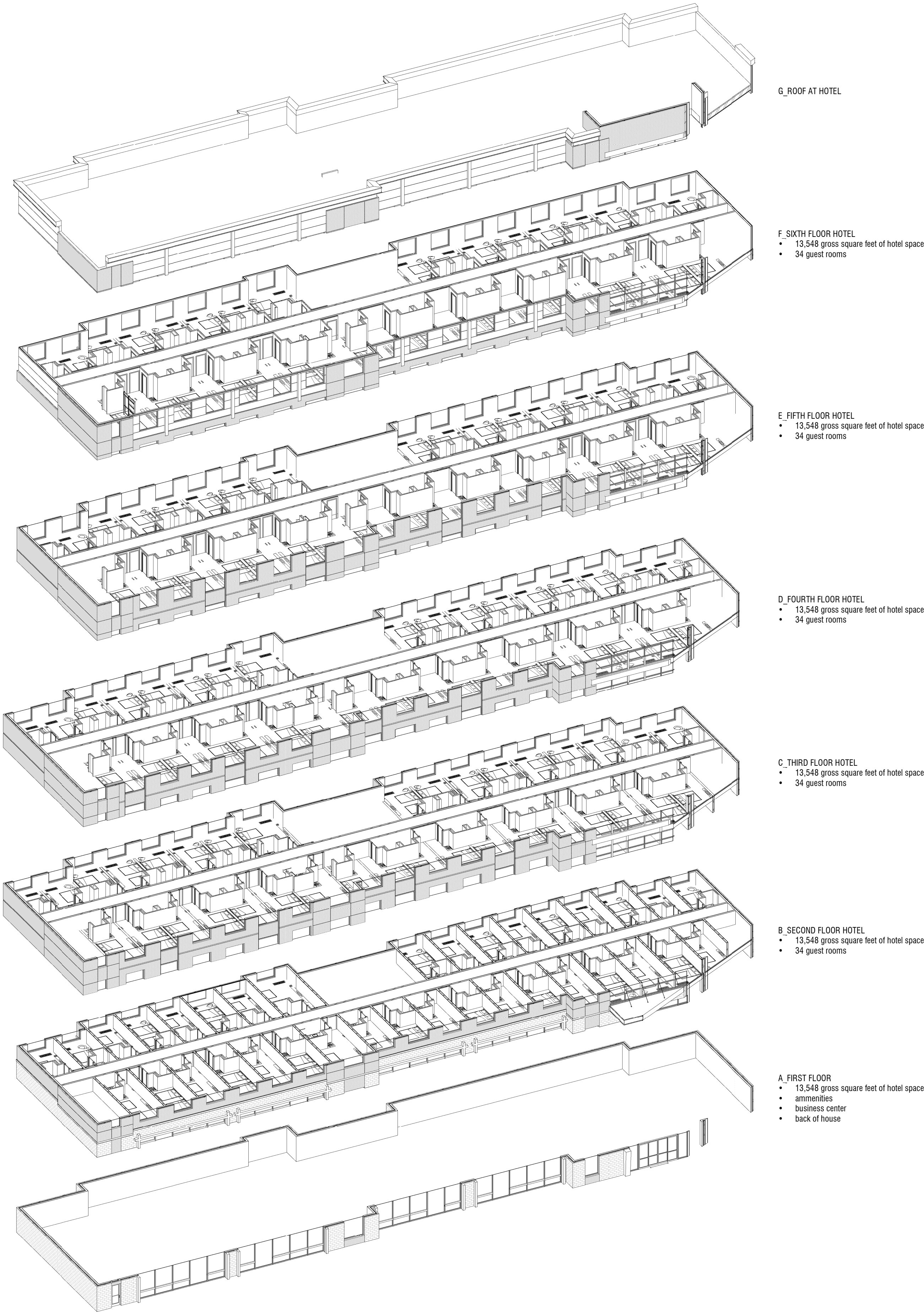
proposed 6 story | 147,744 gross sf office building

- floors one through three contain 12,578 gross sf per level
- floors four through six contain 36,670 gross sf per level
- the footprint of the parking garage is approximately 292'-0" x 125'-4" which translates to the building footprint of floors 4 through 6
- a roof terrace encompassing the footprint of floors one through three is provided on the fourth floor (12,578 gross sf). a majority of this area will be green roof.
- the parking garage is assumed to have level below grade thereby generating 524 structured parking spaces. There are an additional 30 surface parking spaces around the perimeter of the building.
- assuming a 90% factor to remove vertical circulation and accessory spaces, 532 spaces would be required to achieve a 4 per 1,000sf ratio.



proposed 6 story | 170 room hotel

- 13,548 gross square feet building footprint
- conceptual hotel building footprint is approximately 240'-0" wide x 60'-0" deep
- 81,288 total gross square feet
- 1st floor - lobby, amenities, and back of house requirements
- 2nd floor through 6th floor - 34 guest rooms per floor
- 170 parking spaces required based on room count
- 18 parking spaces required based on max. employee load by shift
- 188 overall parking spaces required
- 70 proposed surface parking spaces provide around the perimeter of the building
- 114 parking spaces to provided via a valet scenario within the office building parking garage



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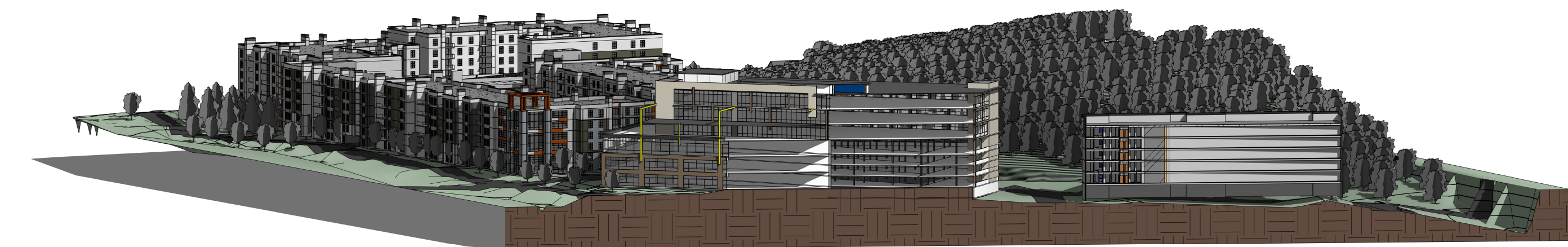
project:

1343 huffine ridge
development plan
426 unit multi-family | 147,000 sf of office |
170 room hotel
1343 huffine ridge drive || franklin, tn 37067

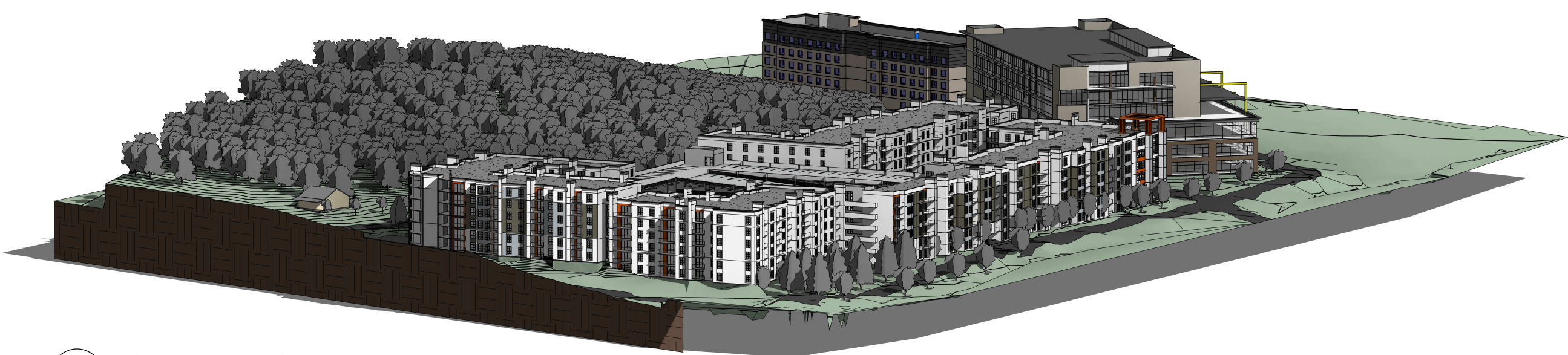
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date:	02.07.2019
project no.:	a18030.00

hotel and
office floor
plan axons /
building data

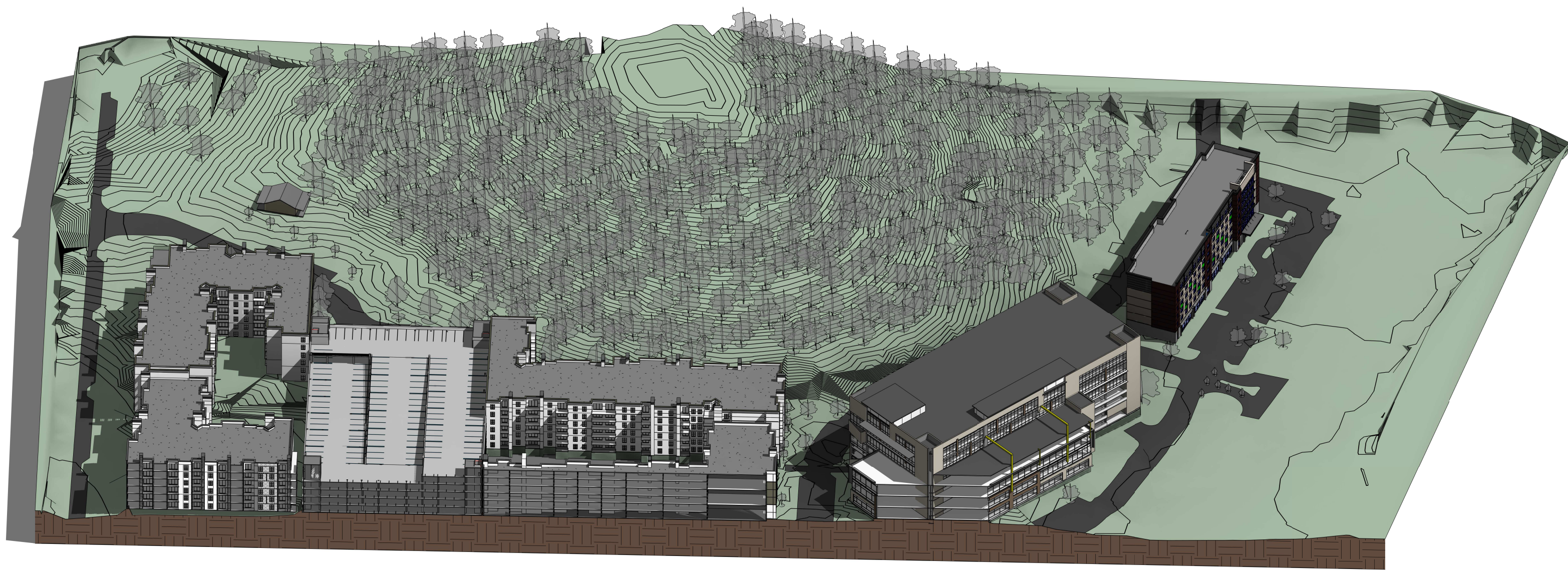
dp110



1 dp120 - perspective -1B



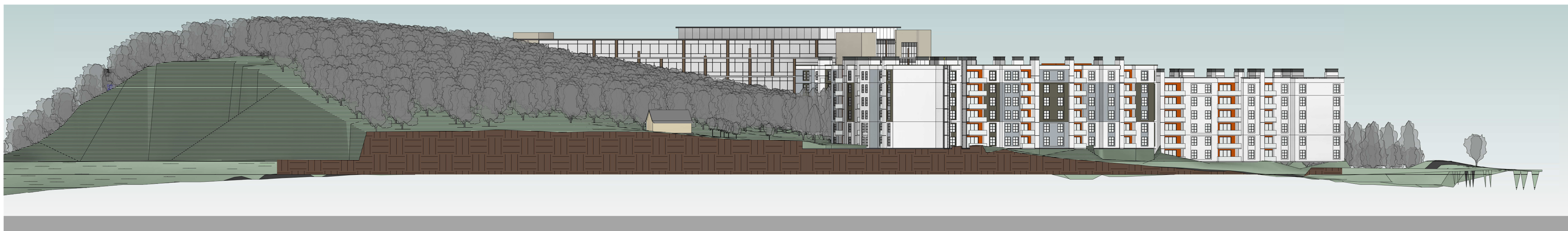
2 dp120 - perspective -1A



3 dp120 - perspective -1C



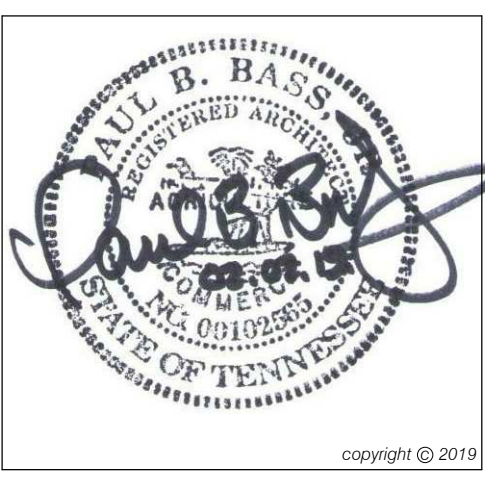
1A section 1/dp120
1" = 50'-0"



2A section 2/dp120
1" = 50'-0"



3A section 3/dp120
1" = 50'-0"



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client:

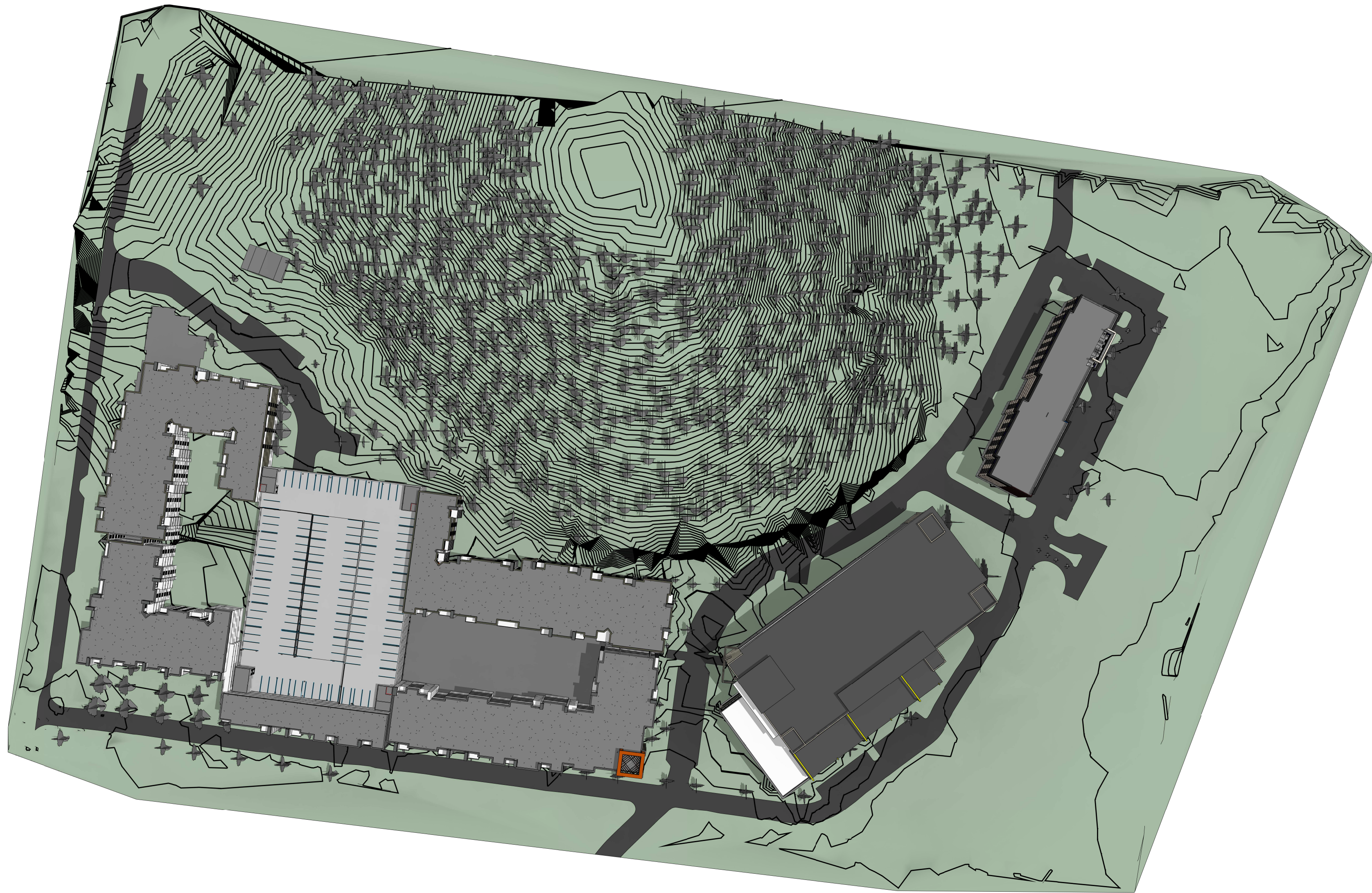
project:

1343 huffine ridge
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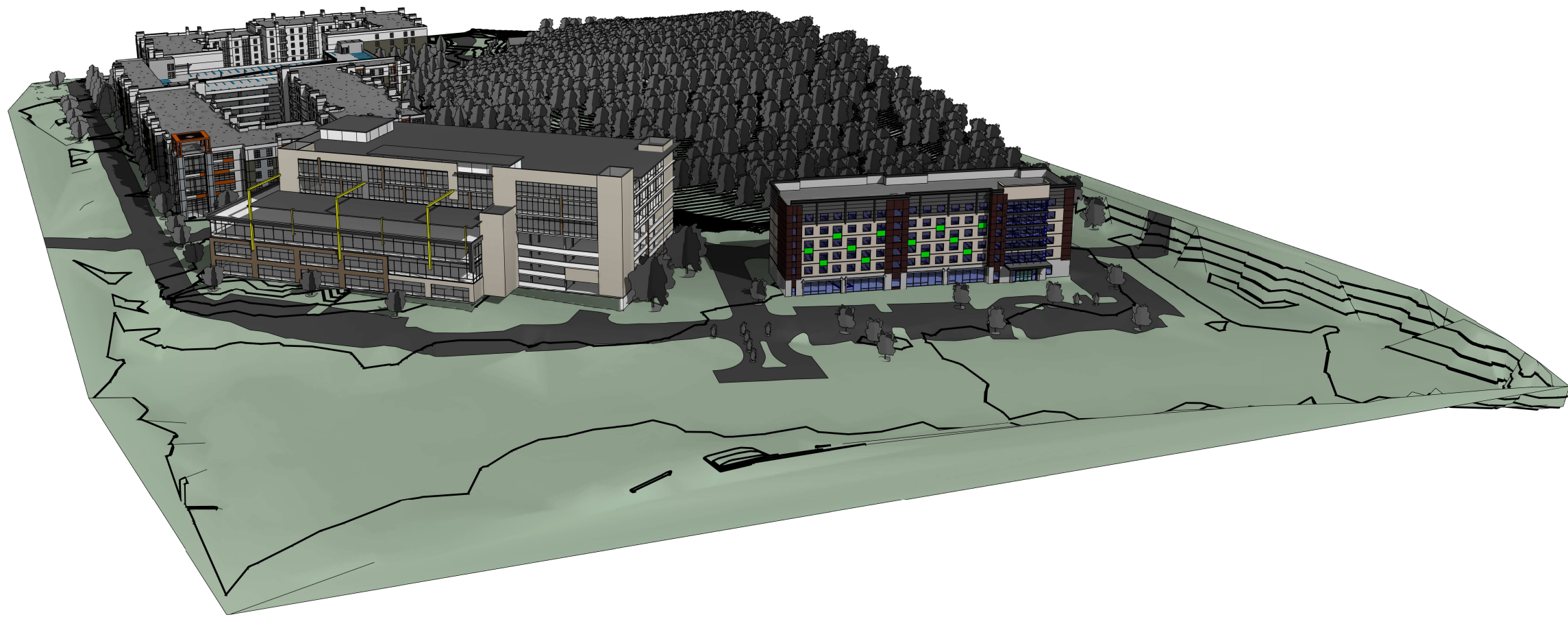
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date:	02.07.2019
project no.:	a18030.00

site sections

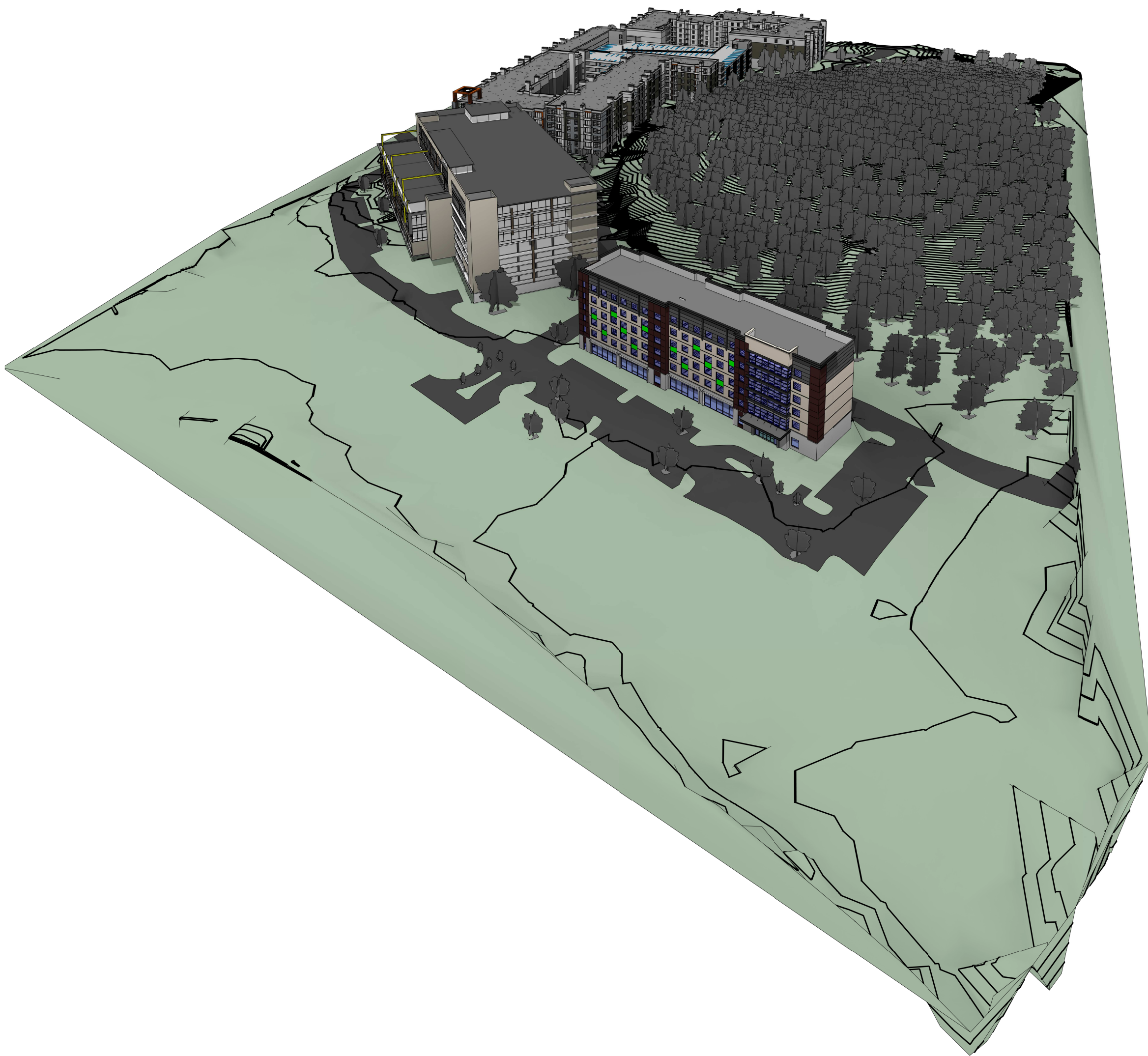
dp130



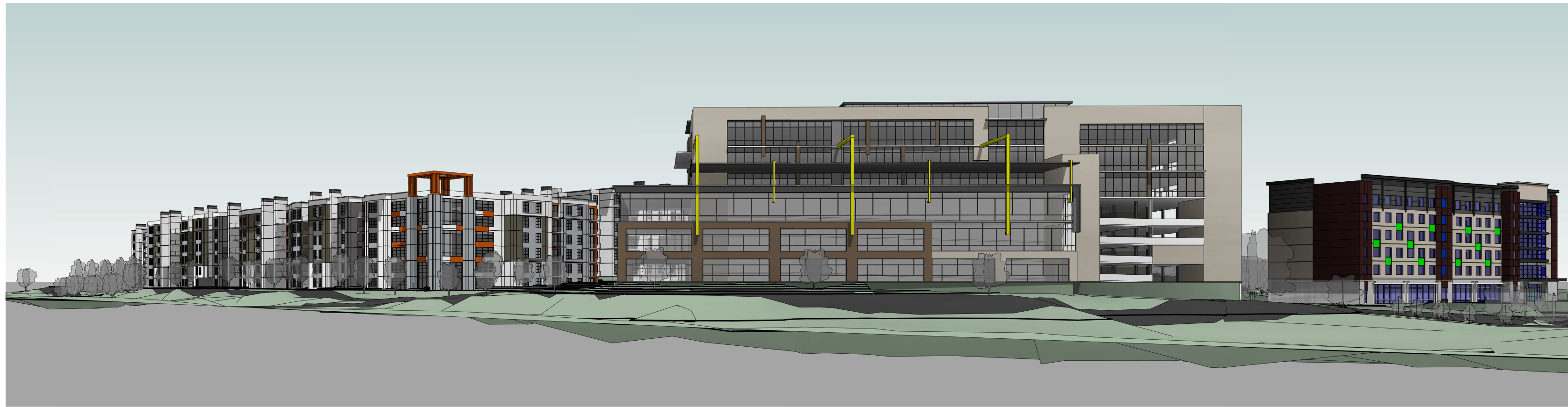
1 site perspective _ overhead



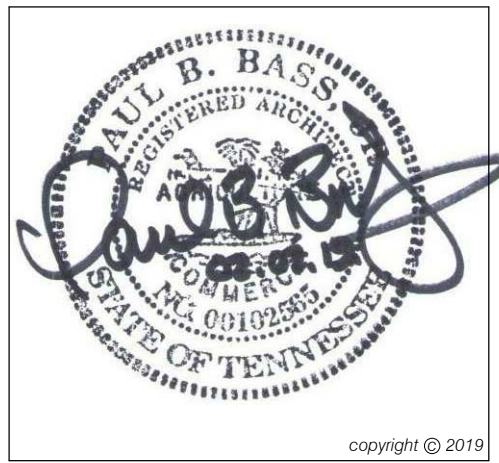
2 site perspective _ A



4 site perspective _ B



3 streetview perspective



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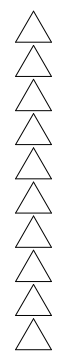


client

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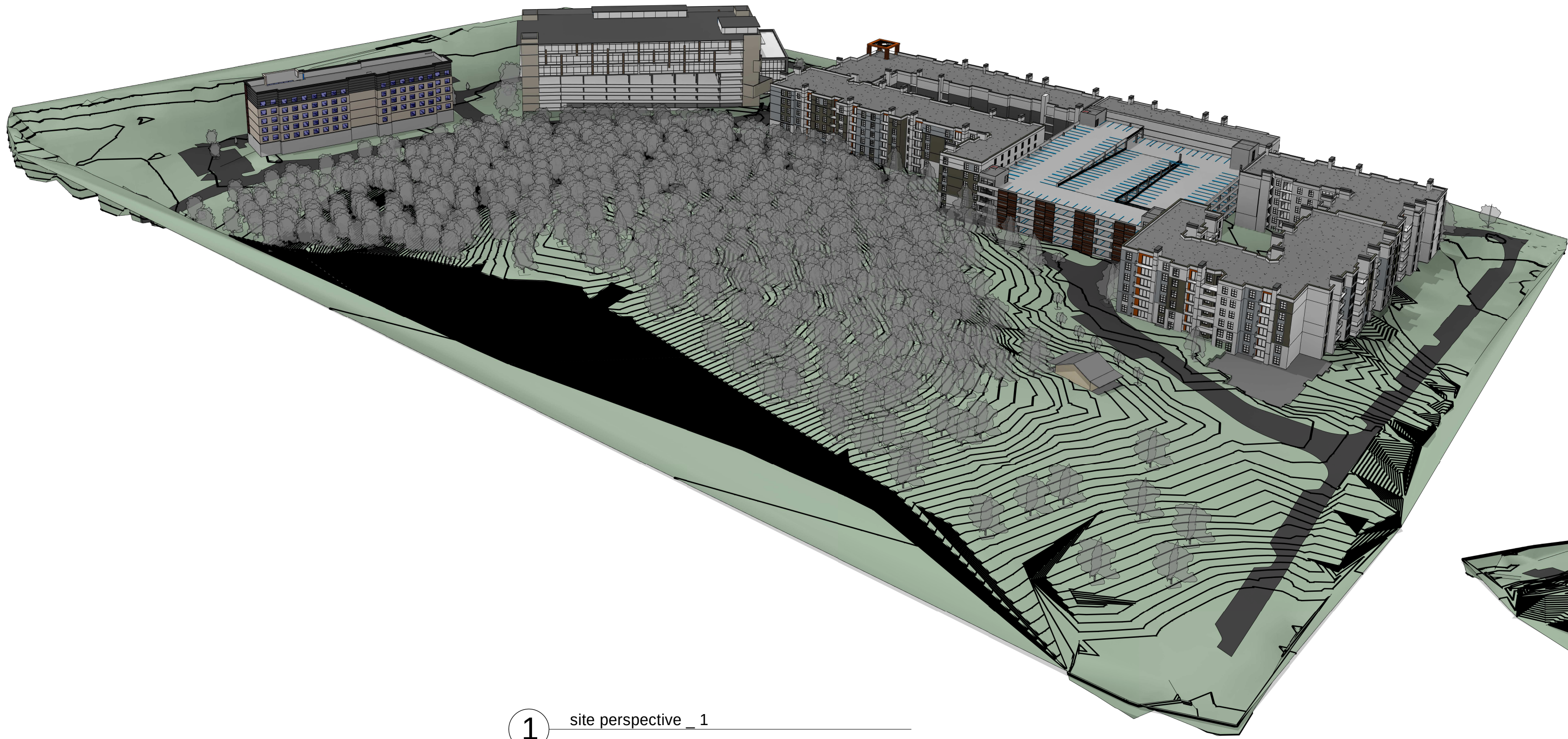
revisions



date: 02.07.2019
project no.: a18030.00

site plan &
site
perspectives

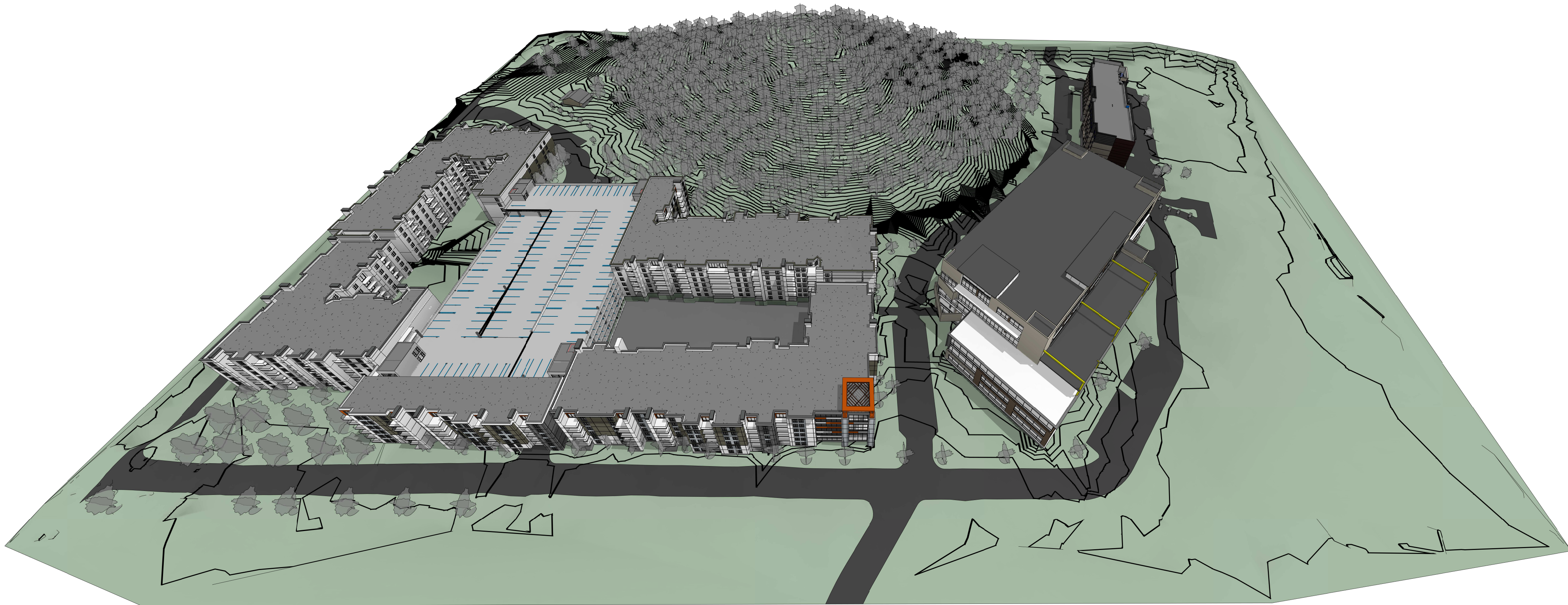
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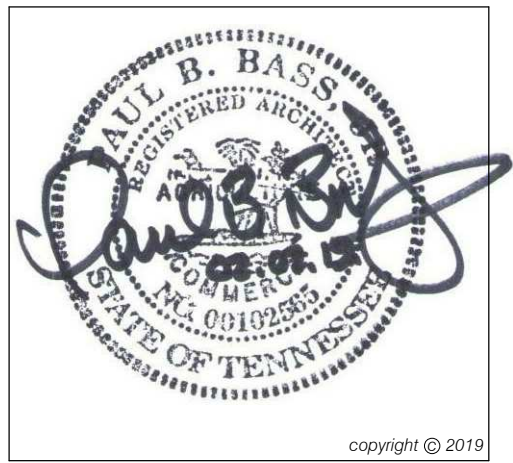
1 site perspective _ 1



2 site perspective _ 2



3 site perspective _ 3



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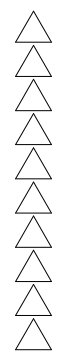
client



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revisions



date: 02.07.2019
project no.: a18030.00

site
perspectives

dp150



PROPOSED PARKLAND DEDICATION - CONCEPTUAL



PARK IMPACT FEE OFFSET NARRATIVE

The Huffines Property PUD Development Plan proposes 426 residential units generating \$1,833,504 in Parkland Impact Fees. The project team intends to offset these Parkland Impact Fees through a combination of land dedication and constructed improvements to the national historic registered John Henry Carothers Home site on Huffines Ridge.

Proposed Land Dedication:

The proposed development plan (COF #6876) shows a 10.03-acre parcel to be zoned Civic and Institutional (CI) with a Historic Preservation Overlay (HPO) which is home to the John Henry Carothers Home. These 10.03 acres are proposed to be dedicated to the City of Franklin as a Park. This land has an offset value of \$62,121 per acre as established in the parkland dedication ordinance.

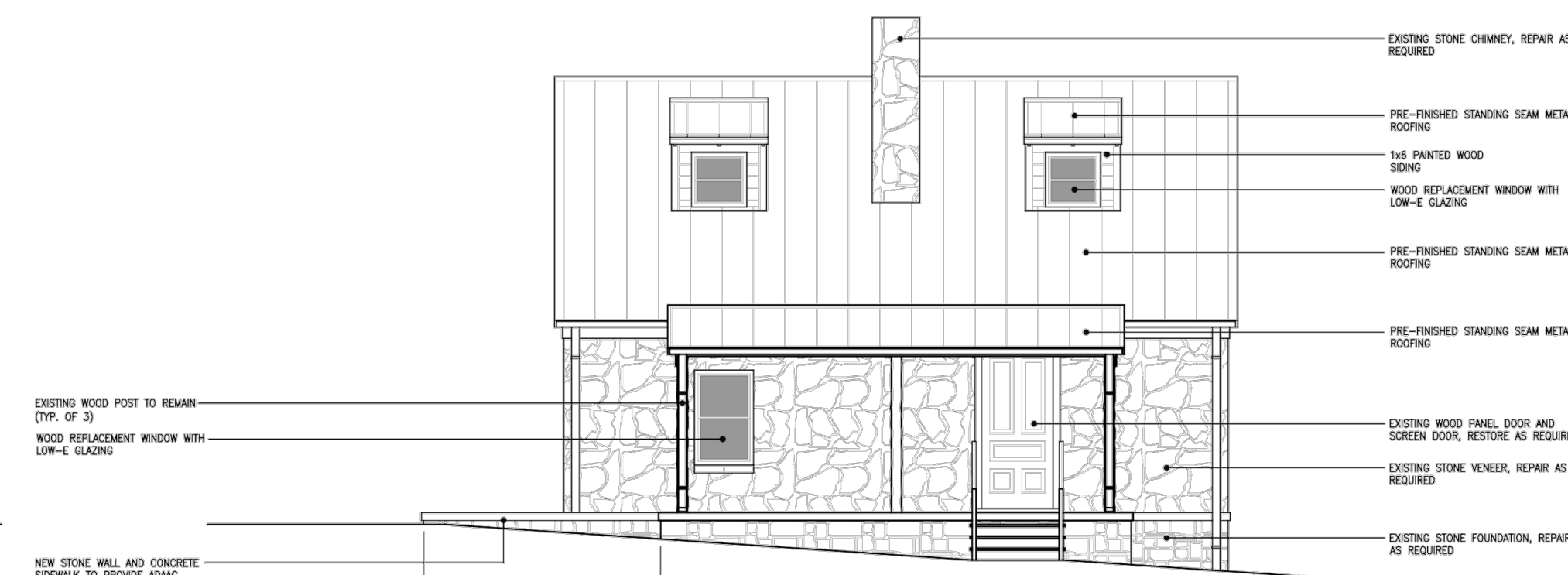
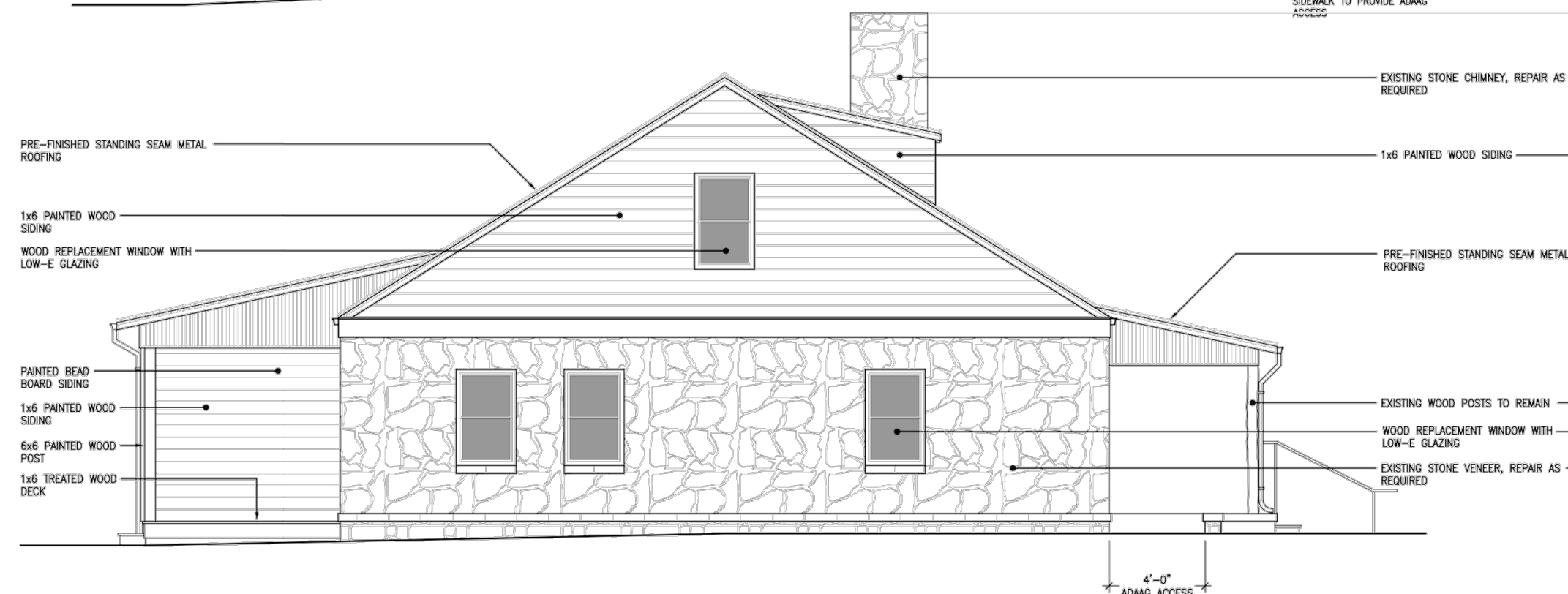
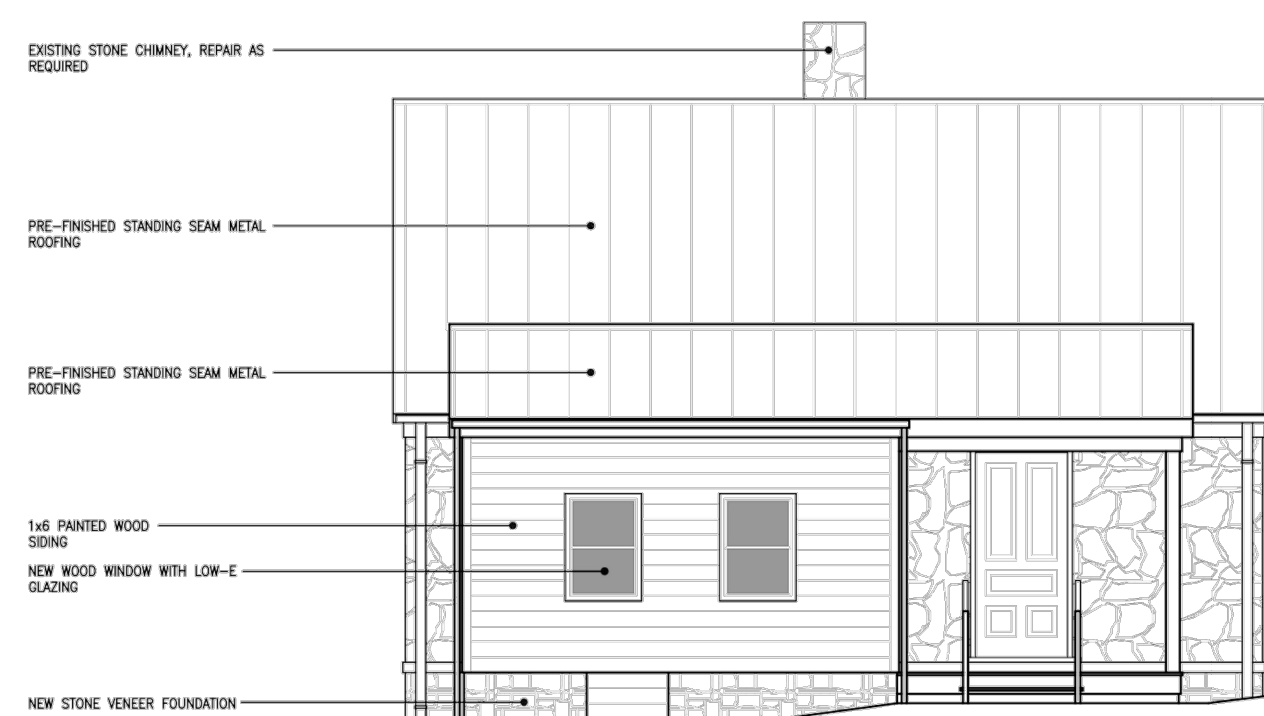
Proposed Constructed Improvements:

First and foremost, the project team intends to develop a mountain bike/hiking trail system as a continuation of trail systems proposed in development projects to the east of Carothers Parkway. In addition to trails, a trailhead, wayfinding signage, and parking are all planned. The J.H. Carothers house will be restored and will serve as a community meeting space and trailhead to the trail system. The team will work with COF parks staff to design and program this building to the standards required by the City.

The City of Franklin has expressed interest in additional improvements to the site of the historic home. The immediate surroundings of the home are proposed to be improved through the construction of an arboretum/community garden designed in partnership with Parks Staff. Additionally, a securable maintenance shed for park equipment and a covered storm shelter are to be built using reused/recycled materials from the existing outbuildings on site to the greatest extent possible. Also proposed are wayfinding and interpretive signage, and pedestrian lighting from the historic home to parking.

The development team also proposes to restore and rebuild historic stone walls where possible and to re-use stone wall materials where walls cannot be rebuilt. The project additionally includes the construction of a four-rail horse fence with wire mesh to serve as a guardrail to proposed retaining walls.

FINAL PLANS WILL BE PROVIDED AT SITE PLAN AND WILL REQUIRE HZC REVIEW.



NOTE: ELEVATIONS ARE PRELIMINARY

HISTORIC ZONING COMMISSION CERTIFICATE OF
APPROPRIATENESS IS REQUIRED PRIOR TO APPROVAL



Issued: Dec. 10, 2018

Revision Date

△
△
△
△

PARKLAND
DEDICATION
PLAN
SHEET
C2.2
COF # 6876

HUFFINES PROPERTY PUD SUBDIVISION DEVELOPMENT PLAN

TAX MAP 062, PARCEL 02000
COF 6876

DEVELOPER

GOLDBERG COMPANIES
25101 CHAGRIN BOULEVARD
BEACHWOOD, OH 44122
PHONE: 216.831.6100

APPLICANT/ LANDSCAPE ARCHITECT

GAMBLE DESIGN COLLABORATIVE, LLC
324 LIBERTY PIKE, SUITE 145
FRANKLIN, TN 37064
CONTACT: GREG GAMBLE, RLA
EMAIL: greg.gamble@gdc-tn.com
PHONE: 615.975.5765

CIVIL ENGINEER

KIMLEY-HORN & ASSOCIATES, INC
214 OCEANSIDE DRIVE
NASHVILLE, TN 37024
CONTACT: MARY MCGOWAN
EMAIL: mary.mcgowan@kimley-horn.com
PHONE: 615.800.4004



VICINITY MAP



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

SHEET INDEX

C 0.0	COVER SHEET
C 1.0	OVERALL EXISTING CONDITIONS
C 1.1	ENLARGED EXISTING CONDITIONS
C 2.0	DEVELOPMENT PLAN
C 2.1	RESERVE PARKING PLAN
C 2.2	PARKLAND DEDICATION PLAN
C 3.0	OVERALL GRADING AND DRAINAGE PLAN
C 3.0	ENLARGED GRADING AND DRAINAGE PLAN
C 4.1	ENLARGED ROW AND ACCESS PLAN
C 5.0	OVERALL UTILITY PLAN
C 5.1	ENLARGED UTILITY PLAN
DP100	SITE AXONOMETRIC AND GENERAL INFORMATION
DP110	HOTEL AND OFFICE FLOOR PLAN AXONS
DP120	MULTIFAMILY FLOOR PLAN AXONS
DP130	SITE SECTIONS
DP140	SITE PLAN AND SITE PERSPECTIVES
DP150	SITE PERSPECTIVES

MODIFICATION OF STREET STANDARDS

1. THE APPLICANT IS REQUESTING A MODIFICATION OF STREET STANDARDS REGARDING THE REQUIRED THROAT DISTANCE ON DRIVEWAYS.
THIS REQUEST HAS BEEN APPROVED AS OF DECEMBER 19, 2018.
2. THE APPLICANT IS REQUESTING A MODIFICATION OF STREET STANDARDS TO REMOVE THE SIDEWALK ON THE WEST SIDE OF EDWARD CURD LANE, WHICH IS ADJACENT TO THE HILLSIDE OVERLAY RETAINING WALL. THIS SIDEWALK ELIMINATION HELPS REDUCE THE IMPACT INTO THE HILLSIDE.

MODIFICATION OF STANDARDS

1. THE APPLICANT IS REQUESTING A MODIFICATION OF ENGINEERING STANDARDS TO ALLOW FOR A MAXIMUM 14' HEIGHT RETAINING WALL IN THE HILLSIDE OVERLAY. IN ORDER TO REDUCE THE AMOUNT OF IMPACT IN THE HILLSIDE, A TALLER WALL MUST BE CONSTRUCTED.
2. THE APPLICANT IS REQUESTING A MODIFICATION OF STANDARDS TO ELIMINATE THE REQUIREMENT TO PLANT EVERGREEN SHRUBS ON THE SOUTH SIDE OF THE RETAINING WALL ALONG THE SOUTHER PROPERTY LINE (ADJACENT TO THE CAROTHERS CROSSING WEST PUD). THIS REDUCTION IN PLANT MATERIAL WOULD PREVENT FURTHER DISRUPTION TO THE EXISTING TREES ALONG THE PROPERTY BOUNDARY.



Issued: December 10, 2018
Revision Date:
1.
2.

SURVEY NOTES

1. THE INFORMATION SHOWN ON THIS PLAN IS BASED UPON THE TENNESSEE STATE PLAN COORDINATE SYSTEM, AND NAD 83 DATUM.
2. BASE INFORMATION WAS TAKEN FROM AN ALTA SURVEY PREPARED BY CESO, INC. DATED SEPTEMBER 14, 2018. THE INFORMATION PROVIDED SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION. KIMLEY-HORN AND ASSOCIATES SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE BASE INFORMATION SHOWN.
3. INFORMATION WAS ALSO TAKEN FROM THE CITY OF FRANKLIN GIS AND AERIAL PHOTOGRAPHS.
4. THE CONSULTANT HAS FOUND NO EVIDENCE OF THE MINERAL RIGHTS OF THIS PROPERTY BEING TRANSFERRED TO ANY PARTY OTHER THAN THE OWNER.
5. THIS PROJECT IS LOCATED IN ZONE "X" AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2006, WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE PROGRAM. ZONE "X" IS AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANGE FLOODPLAIN.

IMPACT STATEMENT

WATER
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT VIA EXISTING 18" WATER LINE IN CAROTHERS PARKWAY. WATER AVAILABILITY REQUEST IS ONGOING WITH MALLORY VALLEY UTILITY DISTRICT.
428 MULTI-FAMILY UNITS * 350 GPD = 149,100 GPD
150,000 SF OF OFFICE * 0.2 GPD/SF = 30,000 GPD
170 HOTEL ROOMS * 130 GPD = 22,100 GPD

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN. PROJECTED FLOW IS 493.43 SFUE.

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

STORMWATER
STORMWATER FLOWS WILL BE TREATED FOR WATER QUALITY BY THE CURRENT COF APPROVED METHOD AT THE TIME OF SITE PLAN SUBMITTAL. AT THE TIME OF THIS DEVELOPMENT PLAN SUBMITTAL, COF REQUIRES GREEN INFRASTRUCTURE THROUGHOUT THE SITE WITH OVERFLOW BEING DIRECTED TO DETENTION PONDS. POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PREDEVELOPMENT PEAK FLOWS BY THE DETENTION PONDS AND OUTLET STRUCTURES.

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

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

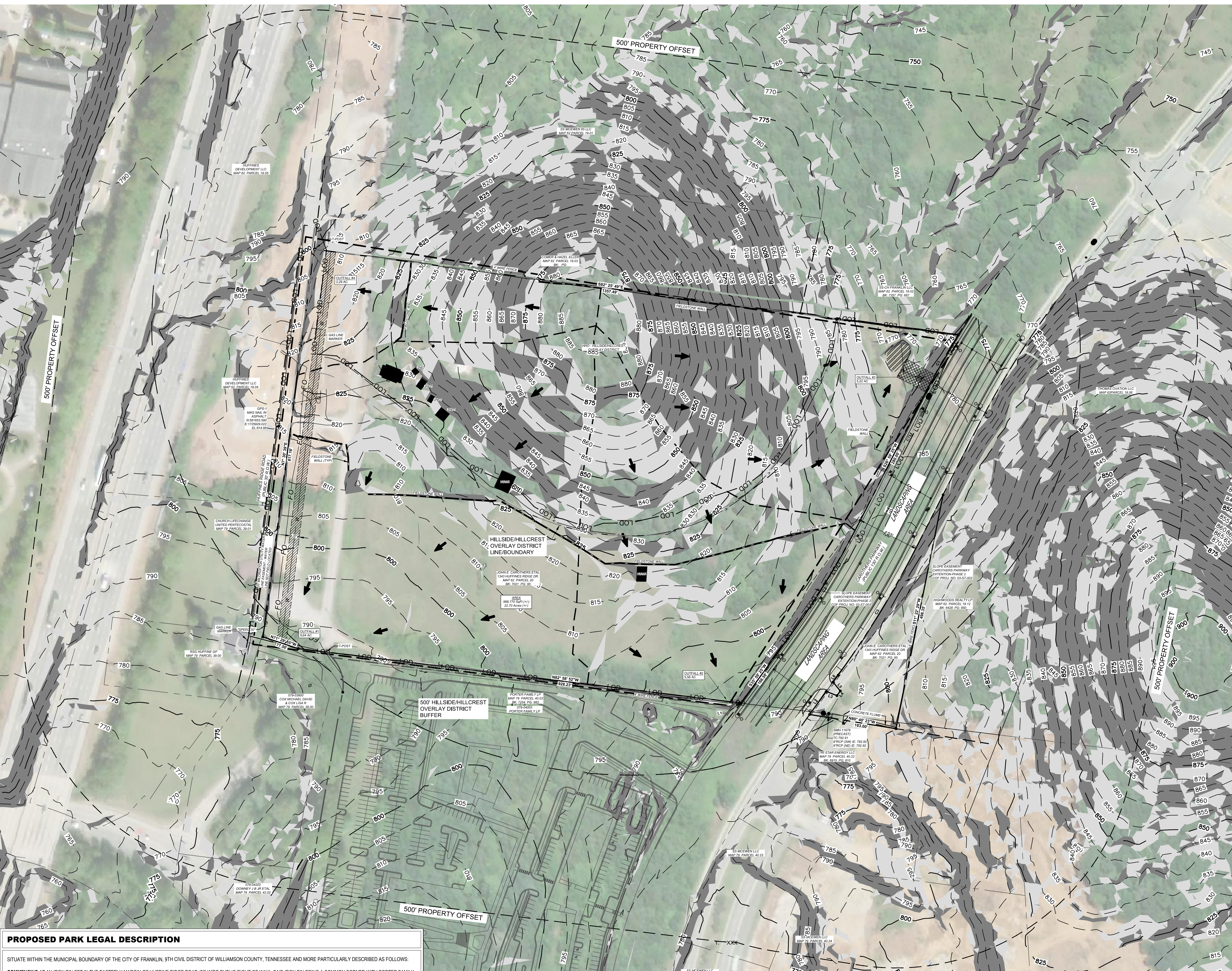
REFUSE COLLECTION
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY PRIVATE COLLECTION.

DRAINAGE FACILITIES
APPROXIMATELY 10.06 AC OF IMPERVIOUS AREA TO BE ADDED. OUTFALL LOCATIONS WILL STAY RELATIVELY THE SAME FROM PRE-CONSTRUCTION TO POST-CONSTRUCTION CONDITIONS.

STORMWATER NARRATIVE

RUNOFF FOR THIS SITE ENCOUNTERS HEAVILY WOODED SLOPING HILLSIDE THROUGHOUT THE PROPERTY. DEPENDING ON WHERE RAINWATER FALLS, IT TRAVELS VIA SHEET FLOW AND SHALLOW CHANNEL FLOW IN ONE OF FIVE DIRECTIONS, NOTED ABOVE WITH OUTFALL LABELS. ALL OUTFALLS ARE EXISTING INLETS ALONG HUFFINES RIDGE ROAD OR CAROTHERS PARKWAY. ALL OUTFALLS WILL BE UTILIZED IN THE DEVELOPMENT OF THIS SITE.

LEGEND	
	Benchmark
	GSP Control Monument
	Set 5/8" Diameter Iron Rebar with CESO Cap
	Found Property Corner
	Found Concrete/ROW Monument
	Property Line
	Adjacent Property Line
	Easement Line
	Tree Line
	Water Line
	STM Storm Line
	SAN Sewer Line
	G Gas Line
	OHE Overhead Electric Line
	P.U.D.E. Public Utility & Drainage Easement
	Gas Meter
	Gas Valve
	Water Meter
	Water Valve
	Fire Hydrant
	Telephone Manhole
	Sewer Manhole
	Storm Drain Manhole
	Catch Basin
	Power Pole
	Guy Wire
	Sewer Clean-Out
	Utility Pull Box (Electric/Traffic/Comm.)
	Light Pole
	M.B.S.L. Minimum Building Setback Line



PROPOSED PARK LEGAL DESCRIPTION

SITUATE WITHIN THE MUNICIPAL BOUNDARY OF THE CITY OF FRANKLIN, 9TH CIVIL DISTRICT OF WILLIAMSON COUNTY, TENNESSEE AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN SET IN THE EASTERLY MARGIN OF HUFFINE RIDGE ROAD (30' WIDE PUBLIC RIGHT OF WAY), SAID IRON PIN BEING A COMMON CORNER WITH PORTER FAMILY, LP, BOOK 7254 PAGE 983 AS RECORDED IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE (ROWCT); THENCE WITH SAID EASTERLY MARGIN OF SAID HUFFINE RIDGE ROAD, NORTH 07°30'39" EAST A DISTANCE OF 561.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WITH SAID EASTERLY MARGIN OF SAID HUFFINE RIDGE ROAD, NORTH 07°30'39" EAST A DISTANCE OF 255.26 FEET TO A POST FOUND, SAID POST BEING A COMMON CORNER WITH COMER AND HAZEL ELLER (NO RECORDING INFORMATION AVAILABLE); THENCE LEAVING SAID EASTERLY MARGIN OF SAID HUFFINE RIDGE ROAD AND WITH THE SOUTHERLY LINE OF SAID COMER AND HAZEL ELLER AND SUBSEQUENTLY THE SOUTHERLY LINE OF SS-CH FRANKLIN, LLC, BOOK 7357 PAGE 667 (ROWCT), SOUTH 82°25'49" EAST A DISTANCE OF 1106.77 FEET TO A POINT; THENCE LEAVING SAID SOUTHERLY LINE OF SAID SS-CH AND THROUGH THE SUBJECT PROPERTY THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES: 1) SOUTH 02°52'48" WEST A DISTANCE OF 44.07 FEET TO A POINT; THENCE 2) WITH A CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 88.00 FEET, AN ARC LENGTH OF 35.58 FEET, A CHORD BEARING OF SOUTH 12°27'45" WEST AND A CHORD LENGTH OF 35.53 FEET TO A POINT; THENCE 3) SOUTH 27°02'27" WEST A DISTANCE OF 182.25 FEET TO A POINT; THENCE 4) WITH A CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 388.00 FEET, AN ARC LENGTH OF 172.78 FEET, A CHORD BEARING OF SOUTH 39°48'04" WEST AND A CHORD LENGTH OF 171.36 FEET TO A POINT; THENCE 5) WITH A COMPOUND CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 647.61 FEET, AN ARC LENGTH OF 182.25 FEET, A CHORD BEARING OF SOUTH 64°16'19" WEST AND A CHORD LENGTH OF 181.69 FEET TO A POINT; THENCE 6) WITH A COMPOUND CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 524.13 FEET, AN ARC LENGTH OF 341.89 FEET, A CHORD BEARING OF NORTH 78°16'31" WEST AND A CHORD LENGTH OF 335.85 FEET TO A POINT; THENCE 7) WITH A COMPOUND CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 562.54 FEET, AN ARC LENGTH OF 167.79 FEET, A CHORD BEARING OF NORTH 50°35'41" WEST AND A CHORD LENGTH OF 167.17 FEET TO A POINT; THENCE 8) WITH A COMPOUND CURVE TURNING TO THE RIGHT HAVING A RADIUS OF 409.85 FEET, AN ARC LENGTH OF 79.75 FEET, A CHORD BEARING OF NORTH 37°42'22" WEST AND A CHORD LENGTH OF 79.63 FEET TO A POINT; THENCE 9) SOUTH 37°00'00" WEST A DISTANCE OF 34.77 FEET TO A POINT; THENCE 10) NORTH 52°59'10" WEST A DISTANCE OF 86.50 FEET TO A POINT; THENCE 11) NORTH 52°59'10" WEST A DISTANCE OF 97.55 FEET TO A POINT; THENCE 12) WITH A CURVE TURNING TO THE LEFT HAVING A RADIUS OF 80.50 FEET, AN ARC LENGTH OF 42.15 FEET, A CHORD BEARING OF NORTH 67°59'10" WEST AND A CHORD LENGTH OF 41.67 FEET TO A POINT; THENCE 13) NORTH 82°59'10" WEST A DISTANCE OF 14.04 FEET TO A POINT; THENCE 14) NORTH 82°29'21" WEST A DISTANCE OF 34.21 FEET TO THE POINT OF BEGINNING, HAVING AN AREA OF 10.033 ACRES (437,056 SQUARE FEET), MORE OR LESS.

MAP + PARCEL	OWNER NAME	OWNER ADDRESS
079-03901	CHURCH LIFECHANGE UNITED PENTECOSTAL	1316 HUFFINES RIDGE DR, FRANKLIN, TN 37064
079-03900	RSO HUFFINE GP	4117 HILLSBORO PK STE 103, NASHVILLE, TN 37215
062-01904	HUFFINES DEVELOPMENT LLC	2020 FIELDSTONE PKWY #900-97, FRANKLIN, TN 37069
062-01905	HUFFINES DEVELOPMENT LLC	2020 FIELDSTONE PKWY #900-97, FRANKLIN, TN 37069
062-01903	ELLER COMER R & ELLER HAZEL M	116 HAPPY HOLLOW RD, GOODLETTSVILLE, TN 37072
062-01901	SS MCEWEN 65 LLC	501 CORPORATE CENTRE DR #315, FRANKLIN, TN 37067
062-01812	HIGHWOODS REALTY LP	3100 SMOKEFREE CT #50, RALEIGH, NC 27604
062-01806	THOMAS OVATION LLC	45 ANSLY DR, NEWNAN, GA 30063
062-01802	SS-CH FRANKLIN LLC	501 CORP CENTRE DR #315, FRANKLIN, TN 37067
079-03800	COX MICHAEL DAVID & COX LISA R	4012 LYNNWOOD CT, FRANKLIN, TN 37069
079-04002	DOWNEY J B JR ETAL	178 A ROYAL OAKS BLVD #B-2, FRANKLIN, TN 37067
079-04003	PORTER FAMILY LP	P O BOX 250, MARTIN, TN 38237
079-04020	SS MCEWEN LLC	501 CORP CTR DR #315, FRANKLIN, TN 37067
079-04024	SS MCEWEN LLC	501 CORP CTR DR #315, FRANKLIN, TN 37067
079-04023	SS MCEWEN LLC	501 CORP CTR DR #315, FRANKLIN, TN 37067
079-04022	TRI STAR ENERGY LLC	1740 ED TEMPLE BLVD, NASHVILLE, TN 37208

PLANNED ROADWAY NETWORK WITHIN 1500' OF SITE:

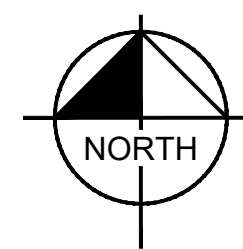
COF PROJECT #	NAME	CLASSIFICATION	PRIORITY
2	MCEWEN DRIVE	MAJOR ARTERIAL	SHORT TERM
28	LIBERTY PIKE	MINOR ARTERIAL	MID TERM
33	NORTH ROYAL OAKS BLVD.	MAJOR ARTERIAL	MID TERM
37	MALLORY LANE	MAJOR ARTERIAL	MID TERM
40	I-65	FREEWAY	MID TERM

OTHER THAN THE PLANNED ROADWAYS SHOWN ON THIS PLAN, THERE ARE NO OTHER MAJOR THOROUGHFARE PROJECTS WITHIN 1500' OF THE PROJECT BOUNDARY

SITE SLOPE TABLE

	14% - 19.99%
	20% and above

GRAPHIC SCALE IN FEET
0 50 100 200

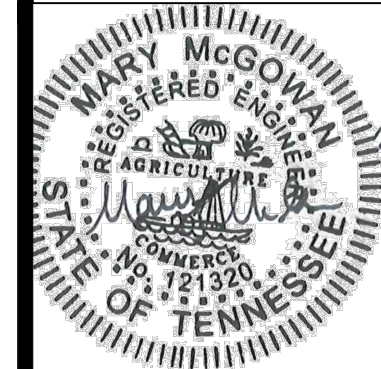




HUFFINES PROPERTY PUD SUBDIVISION DEVELOPMENT PLAN

Franklin, Williamson County, Tennessee

Franklin, Williamson County, Tennessee



Revision Date _____

△ _____
△ _____
△ _____
△ _____

ENLARGED
EXISTING
CONDITIONS
C1.1

COF # 6876



1. THE INFORMATION SHOWN ON THIS PLAN IS BASED UPON THE TENNESSEE STATE PLAT COORDINATE SYSTEM, AND NAD 83 DATUM.
2. BASE INFORMATION WAS TAKEN FROM AN ALTA SURVEY PREPARED BY CSEO, INC. ON 14 DECEMBER 14, 2010. THE INFORMATION PROVIDED SHALL BE HELD VEROYFIED PRIOR TO CONSTRUCTION. KIMLEY-HORN AND ASSOCIATES SHALL NOT BE HELD RESPONSIBLE FOR THE ACCURACY AND COMPLETENESS OF THE BASE INFORMATION SHOWN.
3. INFORMATION WAS ALSO TAKEN FROM THE CITY OF FRANKLIN GIS AND AERIAL PHOTOGRAPHS.
4. THE CONSULTANT HAS FOUND NO EVIDENCE OF THE MINERAL RIGHTS OF THIS PROJECT BEING TRANSFERRED TO ANY PARTY OTHER THAN THE OWNER.
5. THIS PROJECT IS LOCATED "ZONE XX" AS DESIGNATED ON CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAP NO. ____ WITH AN EFFECTIVE DATE OF SEPTEMBER 29, 2006, WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE FLOOD ZONE "XX" IS AN AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

EXISTING ZONING:
CHARACTER OVERLAY:
OTHER APPLICABLE OVERLAYS:
DEVELOPMENT STANDARD:
TOTAL SITE AREA:

GENERAL COMMERCIAL DISTRICT
MECO-4
HHO BUFFER
CONVENTIONAL/TRADITIONAL
22.70 ACRES

SITE CONTAINS DENSE TREE COVERAGE. THE EXISTING TREE CANOPY AREA IS ± 14.5 AC, AND COVERS APPROXIMATELY 61 PERCENT OF THE SITE.

LEGEND			
	Benchmark		Gas Meter
	GSP Control Monument		Gas Valve
	Set 5/8" Diameter Iron Rebar with CESO Cap		Water Meter
	Found Property Corner		Water Valve
	Found Concrete ROW Monument		Fire Hydrant
	Property Line		Telephone Manhole
	Adjacent Property Line		Sewer Manhole
	Easement Line		Storm Drain Manhole
	Tree Line		Catch Basin
	Water Line		Power Pole
	Storm Line		Guy Wire
	Sewer Line		Sewer Clean-Out
	Gas Line		Utility Pull Box (Electric/Traffic/Comm.)
	Overhead Electric Line		Light Pole
	Public Utility & Drainage Easement		Minimum Building Setback Line

MAP + PARCEL	OWNER NAME	OWNER ADDRESS
073-03801	CHURCH LIFE DEVELOPMENT UNITED PENCESTAL	1316 HUFFINES RIDGE DR, FRANKLIN, TN 37064
073-03900	ROG HUFFINE GP	4117 HILLSBORO PK, #129, NASHVILLE, TN 37215
073-03904	HUFFINES DEVELOPMENT LLC	2020 FIELDSTONE PKWY #900-97, FRANKLIN, TN 37069
062-01905	HUFFINES DEVELOPMENT LLC	2020 FIELDSTONE PKWY #900-97, FRANKLIN, TN 37069
062-01903	ELLER COMER R & ELLER HAZEL M	116 HAPPY HOLLOW RD, GOODLETTSVILLE, TN 37072
062-01912	SCOTT KEWEN SS LLC	501 CORPORATE CENTER DR, #K15, FRANKLIN, TN 37067
062-01812	HIGHWOODS REALTY LP	3100 SMOKE TREE CT, #100, RALEIGH, NC 27604
062-01806	THOMAS OVALION LLC	45 ANSLEY DR, NEWINAM, GA 30263
062-01802	SS-CH FRANKLIN LLC	501 CORP CENTRE DR #315, FRANKLIN, TN 37067
073-03802	CS MICHAEL DAVID & COS LIRA S	4012 LYNWOOD CT, FRANKLIN, TN 37069
073-04002	DOWNEY JB JR ETAL	179 N ROYAL OAKS BLVD #2-B, FRANKLIN, TN 37067
073-04003	PORTER FAMILY LP	P O BOX 259, MARTIN, TN 38237
073-04000	SS MCEWEN LLC	501 CORP CTR DR #315, FRANKLIN, TN 37067
073-04001	SS MCEWEN LLC	501 CORP CTR DR DR #315, FRANKLIN, TN 37067
073-04023	SS MCEWEN LLC	501 CORP CTR DR #315, FRANKLIN, TN 37067
073-04022	TRI STAR ENERGY LLC	1740 ED TEMPLE BLVD, NASHVILLE, TN 37068

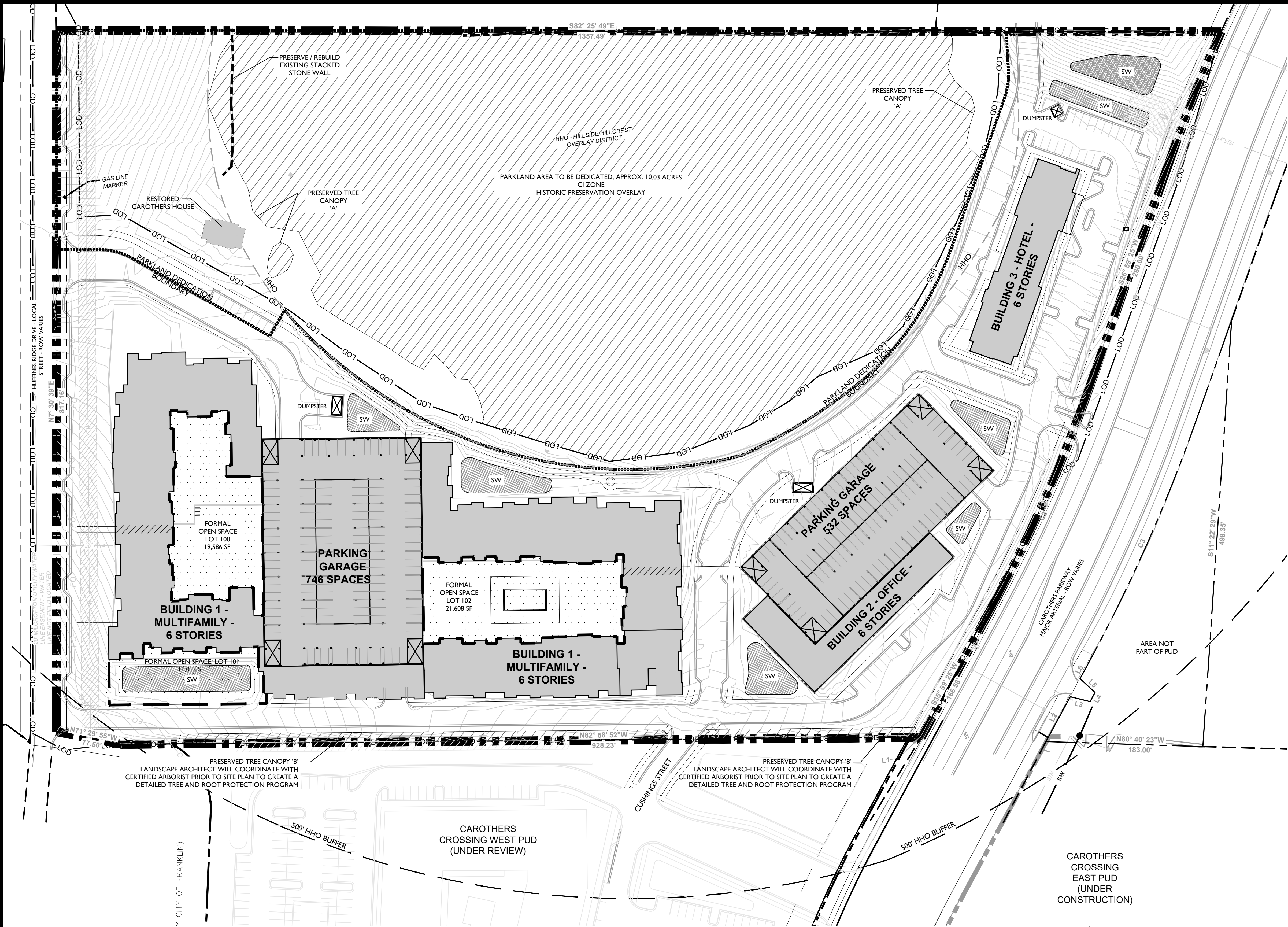
CUP PROJECT #	NAME	CLASSIFICATION	PRIORITY
2	McEWEN DRIVE	MAJOR ARTERIAL	SHORT TERM
28	LIBERTY PIKE	MINOR ARTERIAL	MID TERM
33	NORTH ROYAL OAKS BLVD.	MAJOR ARTERIAL	MID TERM
37	MALLORY LANE	MAJOR ARTERIAL	MID TERM
40	I-65	FREEWAY	MID TERM

OTHER THAN THE PLANNED ROADWAYS SHOWN ON THIS PLAN, THERE ARE NO OTHER MAJOR THOROUGHFARE PROJECTS WITHIN 1500' OF THE PROJECT BOUNDARY

Line Table			SITE SLOPE TABLE	
Line #	Length	Direction		
L1	3.74	N82° 58' 52"W		14% - 19.99%
L2	59.49	N35° 59' 25"E		
L3	23.77	S68° 36' 26"E		20% and above
L4	12.00	N35° 59' 25"E		
L5	23.77	N39° 24' 44"W		
L6	18.01	N35° 59' 24"E		

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1972.02'	158.57'	158.53'	S29° 17' 38"W
C2	1847.85'	290.26'	289.96'	S31° 29' 25"W
C3	1977.91'	310.68'	310.36'	N31° 29' 25"E

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1972.02'	158.57'	158.53'	S29° 17' 38"W
C2	1847.85'	290.26'	289.96'	S31° 29' 25"W
C3	1977.91'	310.68'	310.36'	N31° 29' 25"E



SITE DATA CHART

PROJECT NAME:	HUFFINES PROPERTY PUD SUBDIVISION
PROJECT #:	6876
SUBDIVISION:	N/A
LOT NUMBER:	N/A
ADDRESS:	1343 HUFFINES RIDGE DRIVE
CITY:	FRANKLIN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	9
EXISTING ZONING:	GC
PROPOSED ZONING:	SD-X (18.8/150000/170)
EXISTING CHARACTER AREA:	CI
OTHER APPLICABLE OVERLAYS:	MECO-4
APPLICABLE DEVELOPMENT STANDARD:	HHO, HHO BUFFER
ACREAGE OF SITE:	CONVENTIONAL
SD-X	22.70 AC
CI	12.67 AC
SD-X	10.03 AC
SQUARE FOOTAGE OF SITE:	988,770 SF
MINIMUM SETBACKS:	
FRONT YARD:	
SIDE YARD:	
REAR YARD:	
OWNER:	JOHN E. CAROTHERS
ADDRESS:	1343 HUFFINES RIDGE DRIVE
APPLICANT:	GAMBLE DESIGN COLLABORATIVE
ADDRESS:	324 LIBERTY PIKE
SUITE 145	
PHONE:	(615) 975-5765
EMAIL:	greg.gamble@gdc-tn.com
CONTACT:	GREG GAMBLE
BUILDING SQUARE FOOTAGE:	3 BUILDINGS - 726,706 SF TOTAL
BUILDING HEIGHT:	6 STORIES
RESIDENTIAL UNITS:	426
REQUIRED LSR:	0.20 SD-X
PROVIDED LSR:	0.40 CI
MINIMUM PARKING REQUIREMENT:	0.62
MAXIMUM PARKING LIMIT:	1,532
EXISTING PARKING:	N/A
PROVIDED PARKING:	1,480
RESIDENTIAL DENSITY:	18.77 D.U.A.
TREE CANOPY:	13.61 AC (592,698 SF)
PARKLAND:	426 UNITS X \$4,304 = \$1,833,504
OPEN SPACE:	
REQUIRED 5% (ALL FORMAL):	1.14 AC (49,658 SF)
PROVIDED (ALL FORMAL):	1.20 AC (52,207 SF)

STATEMENT OF IMPACTS

WATER FACILITIES
WATER SERVICE WILL BE PROVIDED BY MALLORY VALLEY UTILITIES. THE WATER MAINS ARE LOCATED ALONG CAROTHERS PARKWAY AND LIBERTY PIKE.
426 UNITS * 350 GPD = 149,100 GPD
150,000 SF OFFICE * 0.2 GPD/SF = 30,000 GPD
170 HOTEL ROOMS * 130 GPD = 22,100 GPD

SEWER FACILITIES
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. PROJECTED FLOW IS 431 SFUE.

REPURIFIED (REUSE) WATER FACILITIES
NOT PRESENT OR PROPOSED ON THIS SITE.

POLICE, FIRE, AND RECREATIONAL FACILITIES
NEAREST POLICE STATION: 2.1 MI (FRANKLIN POLICE DEPARTMENT)
NEAREST FIRE STATION: 2.2 MI (FRANKLIN FIRE DEPARTMENT STATION 6)
NEAREST RECREATIONAL FACILITY: 1.4 MI (LIBERTY PARK)

PROJECTED STUDENT POPULATION
426 * 0.64 = 273 STUDENTS

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

TREE CANOPY RETENTION

OVERALL PROPERTY AREA = 988,770 SF (22.70 AC)			
TREE AREA	EXISTING	REMOVED	PRESERVED
A	567,230 SF	229,426 SF	337,804 SF
B	25,468 SF	16,438 SF	9,029 SF
TOTAL SF	592,698 SF	245,865 SF	346,833 SF
TOTAL ACRES	13.61 AC	5.64 AC	7.96 AC
TREE CANOPY DATA:			
TOTAL EXISTING TREE CANOPY:	13.61 AC (60% OF SITE)		
REQUIRED CANOPY PRESERVATION:	22%		
22% X 13.61 AC TOTAL CANOPY:	2.99 AC (130,244 SF)		
PROVIDED CANOPY PRESERVATION:	58%		
	7.96 AC (346,833 SF)		

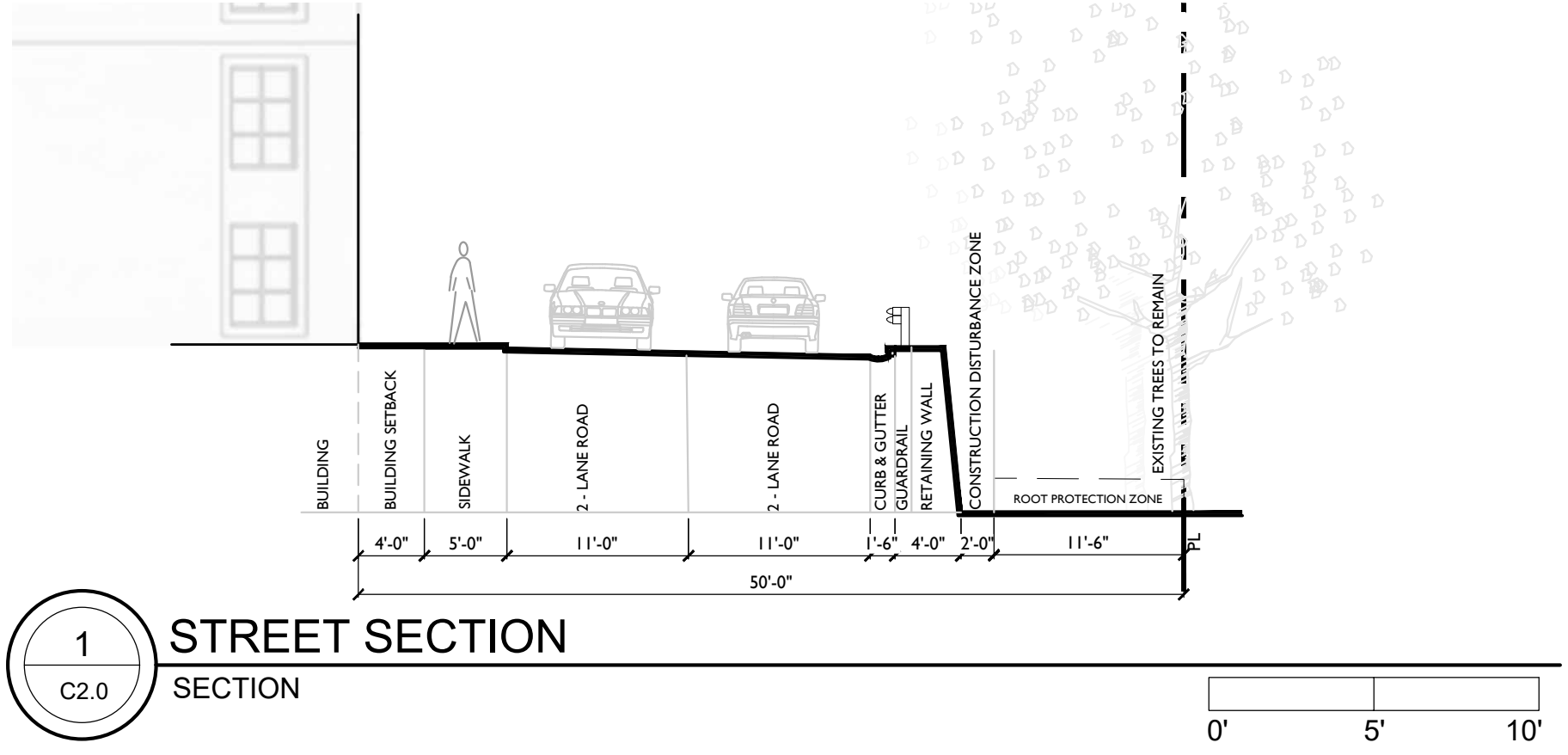
OPEN SPACE REQUIREMENT CHART

MINIMUM OPEN SPACE REQUIREMENT: 5%			
5% * 22.70 AC = 1.14 AC / 49,658 SF			
NOTE: ALL OPEN SPACE IS FORMAL			
TOTAL OPEN SPACE PROVIDED: 1.20 SF / 52,207 SF			
OPEN SPACE PROVIDED:			
KEY	CLASSIFICATION	TYPE	AREA (SF)
100	FORMAL	COURTYARD	19,586 SF
101	FORMAL	PLAZA	11,013 SF
102	FORMAL	COURTYARD	21,608 SF

PARKING TAKEDOWN CHART

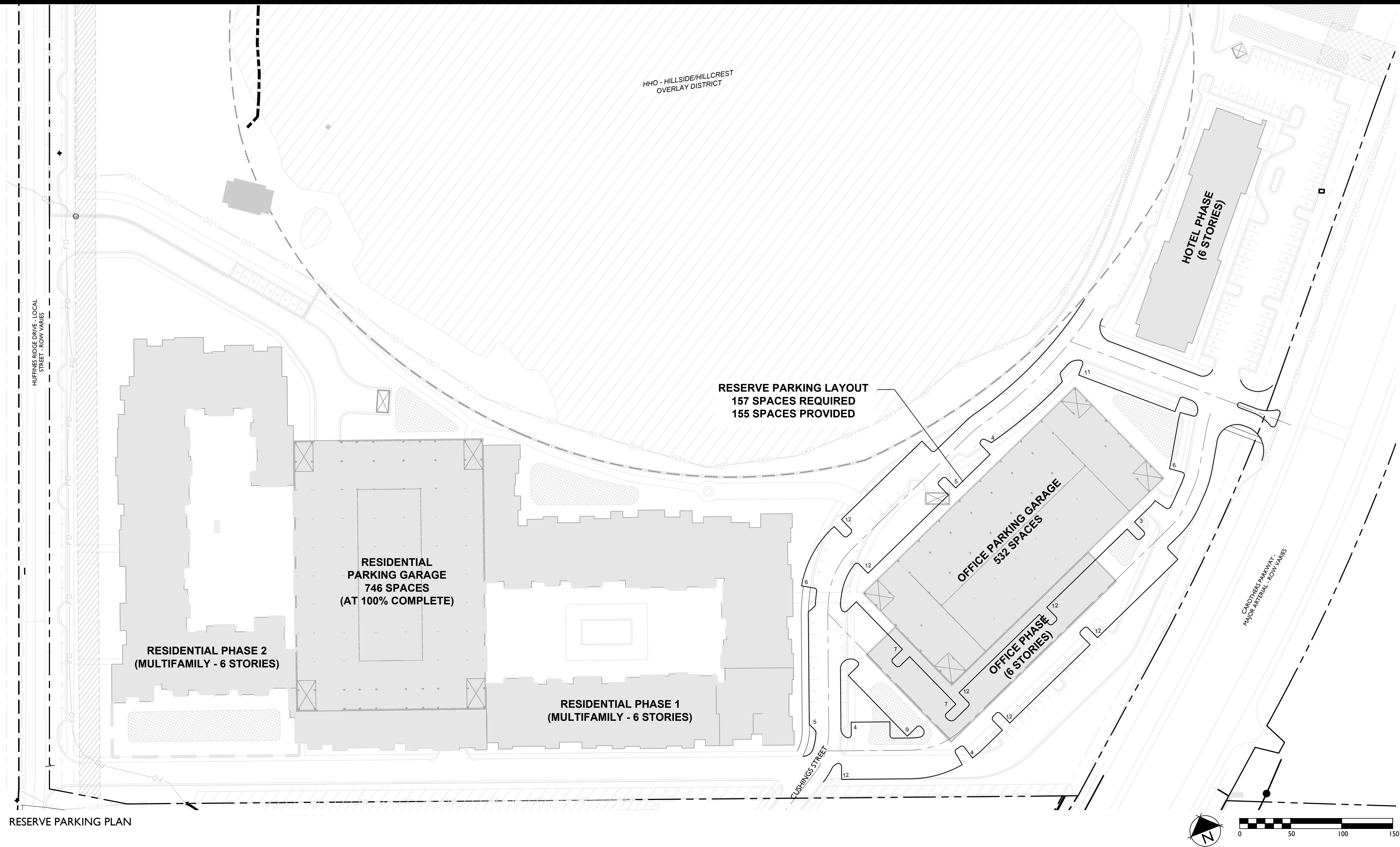
	Proposed Development		CDF Required Parking		Requirements Based on Shared Parking Analysis	Provided Parking	
	Qty	Unit	Parking Ratio	Subtotal		Location	Qty
Phase I Residential							
	84	1BR	1.5/unit	126			
	106	2BR	2.5/unit	265		Garage	384
	23	3BR	3/unit	69		Surface	8
	213	TOTAL		460			392
Phase II Residential							
	84	1BR	1.5/unit	126			
	106	2BR	2.5/unit	265		Garage	362
	23	3BR	3/unit	69		Surface	15
	213	TOTAL		460			377
Hotel Phase							
	170	Rooms	1/room	170			
	18	Employee	1/ea	18		Surface	70
				188			70
Office Phase							
	132,500	SF	4/1000sf	530		Garage	532
						Surface	30
				530			562
Dedicated Park							
						Surface	15
TOTAL				1638		1388	1416

* UNIT MIX COUNT MAY VARY BY PHASE WITHIN THE 426 TOTAL PERMITTED USES



KEY	
	FORMAL OPEN SPACE
	PRESERVED TREE CANOPY

BUILDING DATA			
BUILDING	TYPE	# OF STORIES	SF
1	MULTIFAMILY	6	543,297
2	OFFICE	6	150,000
3	HOTEL	6	81,288



RESERVE PARKING PLAN

RESERVE PARKING NARRATIVE

The City of Franklin Zoning Ordinance, Section 5.9.11 (4) permits deferred parking. Huffines Ridge PUD is a master-planned mixed-use development with a combination of uses that will share the overall quantity of parking spaces provided.

Phase One:

Due to Development sequencing and phasing, the parking will not be constructed all at one time. The applicant is requesting the deferral of 68 parking spaces for Phase One which includes 213 apartment units and 392 parking spaces.

Phase One	Required Parking	Provided Parking	Deferred Parking
+/- 213 apt	460	392 (includes surface)	68

Per City of Franklin Zoning Ordinance, Section 5.9.11 (4)(b), Parking Demand Study, The applicant shall provide a parking demand study 16 months after the Certificate of Occupation. The apartment building would be about 80% occupied using typical apartment absorption.

If the study indicates that the existing parking is adequate, then the construction of the remaining number of parking spaces shall not be required. If the study indicates additional parking is required, it shall be provided consistent with the reserve parking plan and the standards of Section 5.9.11.

Phase Two:

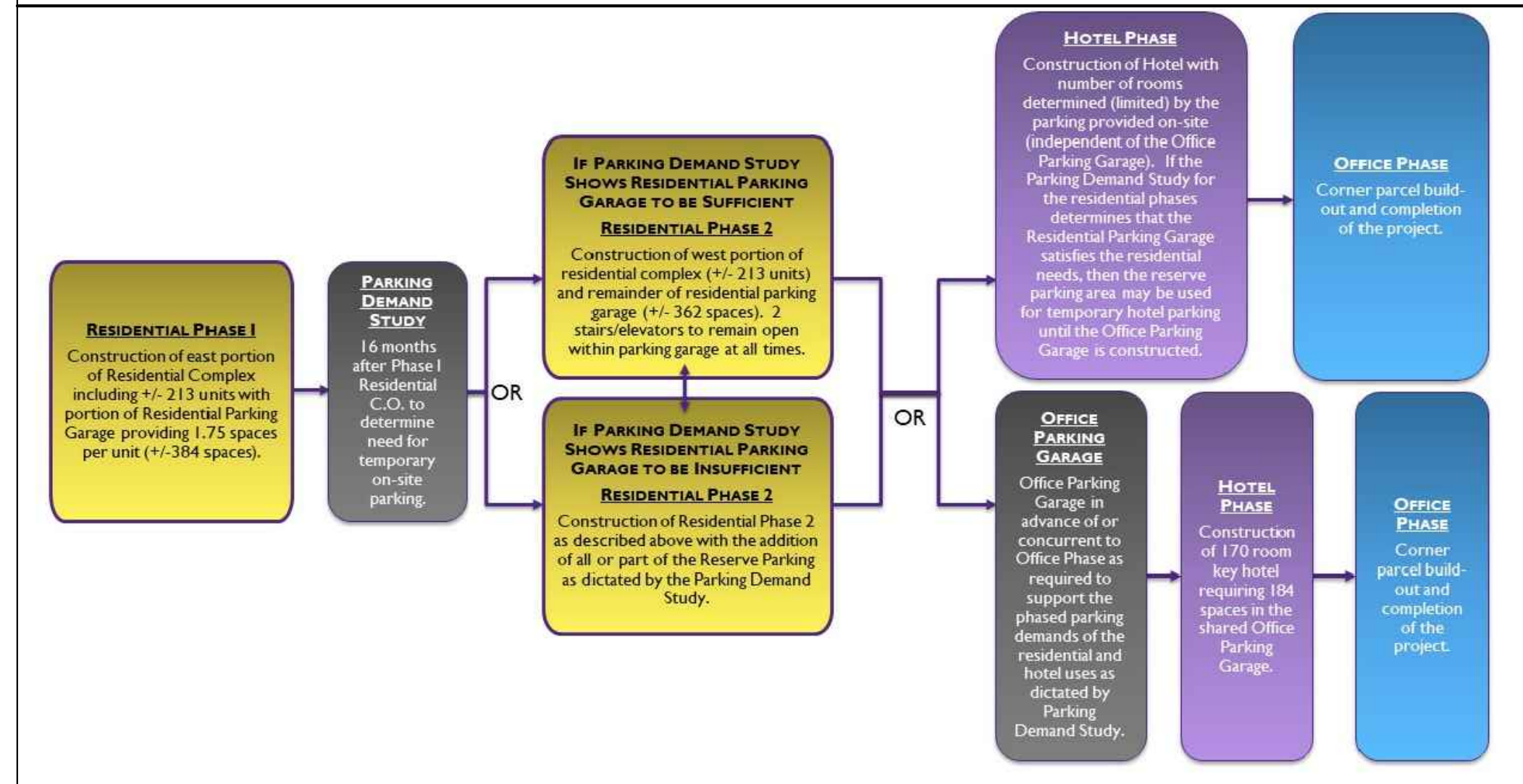
In the event that the office parking garage is not constructed prior to the development of Phase Two of the Apartments, then a total of 151 parking spaces shall be deferred, unless the Parking Demand Study has been accepted by the Department of Planning and Sustainability for the previous Phase One.

Phase One and Two	Required Parking	Provided Parking	Deferred Parking
426 apt	920	769 (includes surface)	151

Hotel Phase:

The Hotel Phase will proceed under one of two scenarios. Option One, the Hotel would be developed with on-site parking, independent of the office parking garage. The number of hotel rooms would be determined by the quantity of parking provided per the City of Franklin's requirements for hotel parking. Option Two, the Hotel would be developed after the office parking garage is constructed and shared parking is made possible.

PHASED PARKING FLOW CHART



PARKING TAKEDOWN CHART

	Proposed Development		COF Required Parking		Requirements Based on Shared Parking Analysis	Provided Parking	
	Qty	Unit	Parking Ratio	Subtotal		Location	Qty
Phase I Residential							
	84 "	1BR	1.5/unit	126			
	106"	2BR	2.5/unit	265		Garage	384
	23 "	3BR	3/unit	69		Surface	8
	213	TOTAL		460			392
Phase II Residential							
	84 "	1BR	1.5/unit	126			
	106"	2BR	2.5/unit	265		Garage	362
	23 "	3BR	3/unit	69		Surface	15
	213	TOTAL		460			377
Hotel Phase							
	170	Rooms	1/room	170			
	18	Employee	1/ea	18		Surface	70
				188			70
Office Phase							
	132,500	SF	4/1000sf	530		Garage	532
						Surface	30
				530			562
Dedicated Park							
						Surface	15
TOTAL				1638	1388		1416

* UNIT MIX COUNT MAY VARY BY PHASE WITHIN THE 426 TOTAL PERMITTED USES.



Issued: Dec. 10, 2018

Revision Date _____

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RESERVE
PARKING PLAN

SHEET

C2.1

COF # 6876



PROPOSED PARKLAND DEDICATION - CONCEPTUAL



PARK IMPACT FEE OFFSET NARRATIVE

The Huffines Property PUD Development Plan proposes 426 residential units generating \$1,833,504 in Parkland Impact Fees. The project team intends to offset these Parkland Impact Fees through a combination of land dedication and constructed improvements to the national historic registered John Henry Carothers Home site on Huffines Ridge.

Proposed Land Dedication:

The proposed development plan (COF #6876) shows a 10.03-acre parcel to be zoned Civic and Institutional (CI) with a Historic Preservation Overlay (HPO) which is home to the John Henry Carothers Home. These 10.03 acres are proposed to be dedicated to the City of Franklin as a Park. This land has an offset value of \$62,121 per acre as established in the parkland dedication ordinance.

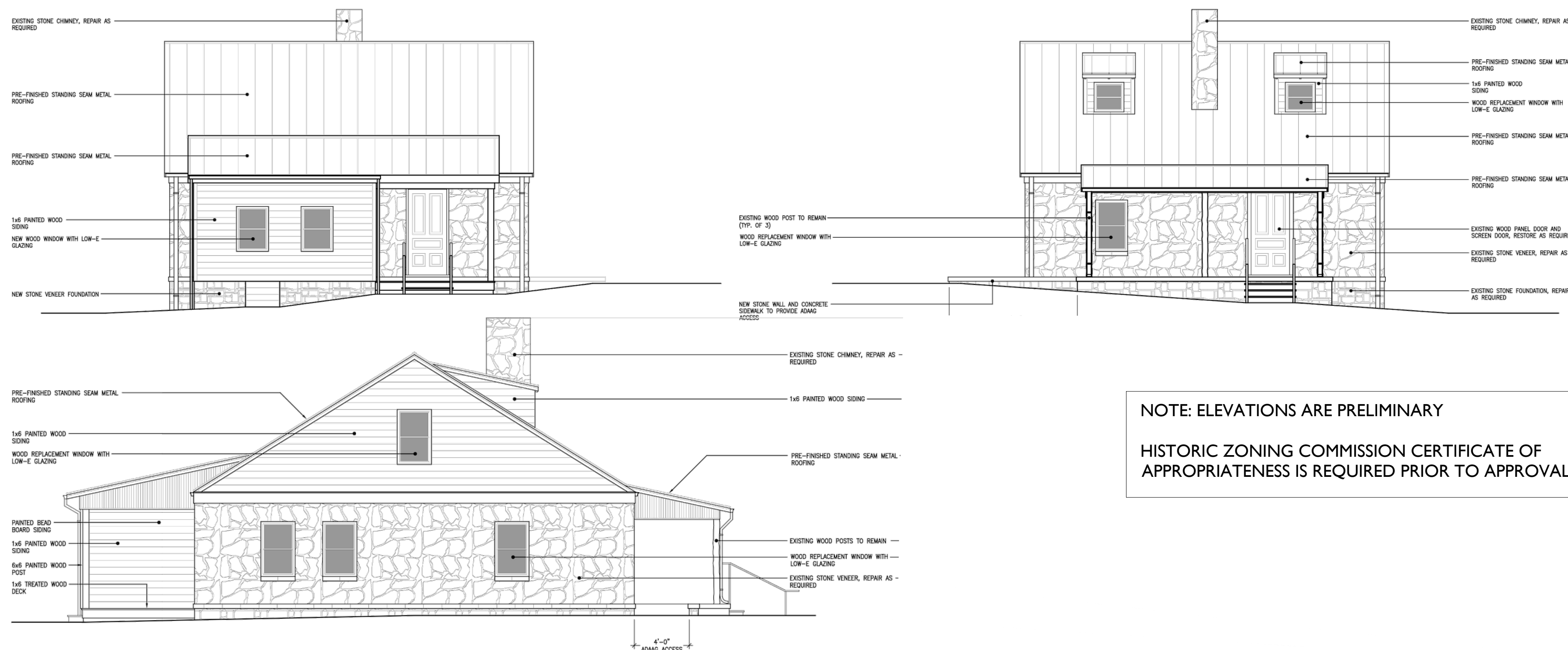
Proposed Constructed Improvements:

First and foremost, the project team intends to develop a mountain bike/hiking trail system as a continuation of trail systems proposed in development projects to the east of Carothers Parkway. In addition to trails, a trailhead, wayfinding signage, and parking are all planned. The J.H. Carothers house will be restored and will serve as a community meeting space and trailhead to the trail system. The team will work with COF parks staff to design and program this building to the standards required by the City.

The City of Franklin has expressed interest in additional improvements to the site of the historic home. The immediate surroundings of the home are proposed to be improved through the construction of an arboretum/community garden designed in partnership with Parks Staff. Additionally, a securable maintenance shed for park equipment and a covered storm shelter are to be built using reused/recycled materials from the existing outbuildings on site to the greatest extent possible. Also proposed are wayfinding and interpretive signage, and pedestrian lighting from the historic home to parking.

The development team also proposes to restore and rebuild historic stone walls where possible and to re-use stone wall materials where walls cannot be rebuilt. The project additionally includes the construction of a four-rail horse fence with wire mesh to serve as a guardrail to proposed retaining walls.

FINAL PLANS WILL BE PROVIDED AT SITE PLAN AND WILL REQUIRE HZC REVIEW.



NOTE: ELEVATIONS ARE PRELIMINARY

HISTORIC ZONING COMMISSION CERTIFICATE OF
APPROPRIATENESS IS REQUIRED PRIOR TO APPROVAL



Issued: Dec. 10, 2018

Revision Date

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PARKLAND
DEDICATION
PLAN
SHEET
C2.2
COF # 6876



- ### COF GRADING & DRAINAGE GENERAL NOTES
1. GRADING PERMIT IS REQUIRED FOR ANY PROJECT DISTURBING MORE THAN 10,000 SF. ADDING MORE THAN 5,000 SF OF IMPERVIOUS SURFACE OR FOR ANY SITE GRADING REQUIRING STOCKPILING OF MATERIAL.
 2. THE DEVELOPER SHALL PROVIDE THE NECESSARY LABOR AND SUPERVISION REQUIRED TO SUPPORT FIELD TESTING BY THE INDEPENDENT TESTING FIRM AND INSPECTIONS BY CITY OFFICIALS AT NO COST TO THE CITY. TEST REPORTS OF FIELD TESTING IF APPLICABLE SHALL BE SUBMITTED DIRECTLY TO THE STREET DEPARTMENT. DEFECTS DISCLOSED BY TESTS SHALL BE RECTIFIED.
 3. AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL MAKE A FINAL INSPECTION OF THE PROJECT AFTER COMPLETION TO DETERMINE ACCEPTABILITY OF THE WORK AND FOR RELEASE OF PERFORMANCE BONDS IF REQUIRED. BEFORE THIS FINAL INSPECTION CAN BE MADE, THE ENGINEER RESPONSIBLE FOR THE PROJECT SHALL CERTIFY IN WRITING TO THE CITY ENGINEER THAT THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.
 4. DRAINAGE FACILITIES INCLUDING, BUT NOT LIMITED TO, CULVERTS, DETENTION BASINS AND DITCHES, AS WELL AS THE ROADWAY SUB-GRADE, BASE, STONE, AND BINDER & SURFACE COARSE SHALL BE INSPECTED, TESTED AND GIVEN APPROVAL AT EACH STAGE OF INSTALLATION PRIOR TO PROCEEDING TO THE NEXT STAGE OF CONSTRUCTION. FINAL CONSTRUCTION INSPECTION FOR APPROVAL AND ACCEPTANCE OF STREETS AND DRAINAGE SYSTEMS WILL NOT BE GRANTED UNTIL ALL WORK HAS BEEN COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS.
 5. LOCATING AND COORDINATION FOR THE RELOCATION OF EXISTING UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR, TENNESSEE'S ONE-CALL AND THE CITY OF FRANKLIN UTILITY LOCATION SERVICE SHALL BE UTILIZED IN ADDITION TO COORDINATION WITH LOCAL UTILITY OWNERS. THE CONTRACTOR SHALL AT ALL TIMES PROTECT EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR COSTS DUE TO DAMAGE CAUSED TO ANY UTILITY LINES.

IMPACT STATEMENT

WATER
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT VIA EXISTING 18" WATER LINE IN CAROTHERS PARKWAY. WATER AVAILABILITY REQUEST IS ONGOING WITH MALLORY VALLEY UTILITY DISTRICT.
425 MULTI-FAMILY UNITS * 350 GPD = 149,125 GPD
150,000 SF OF OFFICE * 0.2 GPD/SF = 30,000 GPD
170 HOTEL ROOMS * 130 GPD = 22,100 GPD

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN. PROJECTED FLOW IS 493.43 SFUE.

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

STORMWATER
STORMWATER FLOWS WILL BE TREATED FOR WATER QUALITY BY THE CURRENT COF APPROVED METHOD AT THE TIME OF SITE PLAN SUBMITTAL. AT THE TIME OF THIS DEVELOPMENT PLAN SUBMITTAL, COF REQUIRES GREEN INFRASTRUCTURE THROUGHOUT THE SITE WITH OVERFLOW BEING DIRECTED TO DETENTION PONDS. POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PREDEVELOPMENT PEAK FLOWS BY THE DETENTION PONDS AND OUTLET STRUCTURES.

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

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

REFUSE COLLECTION
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY PRIVATE COLLECTION.

DRAINAGE FACILITIES
APPROXIMATELY 10.06 AC OF IMPERVIOUS AREA TO BE ADDED. OUTFALL LOCATIONS WILL STAY RELATIVELY THE SAME FROM PRE-CONSTRUCTION TO POST-CONSTRUCTION CONDITIONS.

STORMWATER MANAGEMENT PLAN:

ON-SITE STORMWATER WILL BE DIRECTED AWAY FROM PROPOSED BUILDINGS VIA POSITIVE DRAINAGE AND WILL SHEET FLOW INTO A CLOSED STORM SYSTEM AND TOWARDS THE BIORETENTION AREAS. PORTIONS OF THE SITE WILL SHEET FLOW ACROSS AND INFILTRATE INTO PERVIOUS PAVERS PRIOR TO DISCHARGING INTO BIORETENTION AREAS. STORMWATER RUNOFF WILL FLOW INTO PROPOSED BIORETENTION AREA FOR INFILTRATION AND TREATMENT. OFF-SITE STORMWATER WILL BE DIVERTED AWAY FROM ANY PROPOSED STORMWATER TREATMENT AREAS. THE PROPOSED BIORETENTION AREAS WILL TREAT STORMWATER RUNOFF BEFORE IT EITHER INFILTRATES INTO THE SOIL OR DISCHARGES VIA AN OVERFLOW BERM/STORM STRUCTURES TO THE PROPOSED DETENTION BASIN.

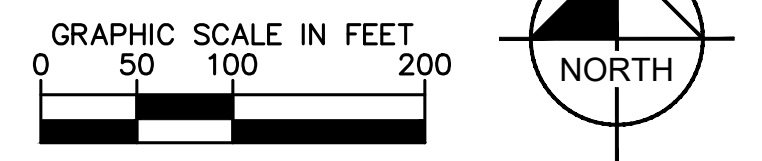
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SITE AREA TABLE

TOTAL SITE AREA =	22.70 ACRES
SITE IMPERVIOUS AREA =	10.06 ACRES
SITE DISTURBED AREA =	14.26 ACRES

SITE LEGEND

	PROPOSED SANITARY SEWER PIPE
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	PROPOSED STORM PIPE
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	PROPOSED RECLAIMED WATER MAIN
	EXISTING WATER MAIN
	EXISTING OVERHEAD ELECTRIC
	EXISTING STORM PIPE
	LIMITS OF DISTURBANCE
	FIRE HYDRANT
	SANITARY SIVER MANHOLE
	LIGHT POLE(4000K LED LIGHT SOURCE)
	FLOODWAY ZONING OVERLAY
	PROPOSED FLOODWAY FRINGE ZONING OVERLAY AND 100 YR FLOODPLAIN
	DETENTION
	BIORETENTION
	PERVIOUS PAVERS



GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

KimleyHorn

HUFFINES PROPERTY PUD SUBDIVISION DEVELOPMENT PLAN

Franklin, Williamson County, Tennessee

Issued: Dec. 10, 2018

Revision Date	
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OVERALL
GRADING AND
DRAINAGE PLAN

C3.0

COF # 6876



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SITE AREA TABLE

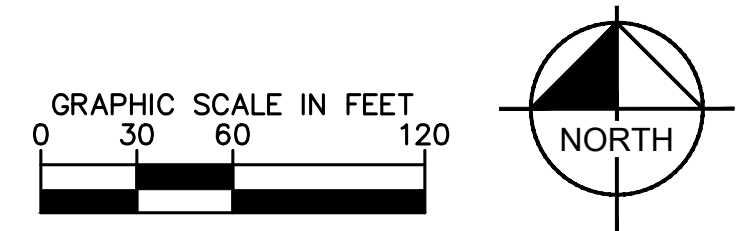
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BIORETENTION AREA TABLE

BIO AREA #	TREATMENT AREA PROVIDED (SF)	TREATMENT VOLUME REQUIRED (CF)
1	1,646	4192
2	4396	10593
3	2985	7115
4	1323	1565
5A	956	1743
5B	2060	5127
6	2169	5756

SITE LEGEND

- SS - PROPOSED SANITARY SEWER PIPE
- WM - PROPOSED WATER MAIN
- SP - PROPOSED STORM PIPE
- SS - EXISTING SANITARY SEWER PIPE
- RCWL - PROPOSED RECLAIMED WATER MAIN
- WM - EXISTING WATER MAIN
- OE - EXISTING OVERHEAD ELECTRIC
- SP - EXISTING STORM PIPE
- LOD - LIMITS OF DISTURBANCE
- FD - FIRE HYDRANT
- SMH - SANITARY SWER MANHOLE
- LP - LIGHT POLE(4000K LED LIGHT SOURCE)
- FZO - FLOODWAY ZONING OVERLAY
- FFO - PROPOSED FLOODWAY FRINGE ZONING OVERLAY AND 100 YR FLOODPLAIN
- DET - DETENTION
- BIO - BIORETENTION
- PP - PERVIOUS PAVERS



UTILITY AGENCIES CONTACT LIST

WATER

MALLORY VALLEY
465 DUKE DRIVE
FRANKLIN, TN 37067
PHONE: (615) 628-0237
CONTACT: BOBBY NUTT

ELECTRIC

MIDDLE TN ELECTRIC
2156 EDWARD CURD LN.
FRANKLIN, TN 37067
PHONE: (615) 595-4693
CONTACT: DALE HOOD

GAS

ATMOS ENERGY
200 NOAH DRIVE
FRANKLIN, TN 37064
PHONE: (615) 794-2596
CONTACT: RON MYATT

SANITARY SEWER

CITY OF FRANKLIN
124 LUMBER DRIVE
FRANKLIN, TN 37064
PHONE: (615) 550-6855
CONTACT: UTILITY INSPECTOR

TELEPHONE

AT&T
(615) 595-7816
CONTACT: DAVID TUTTEROW

CABLE

COMCAST
2501 McGAVOCK PK.
SUITE 1206
NASHVILLE, TN 37214
(615) 440-2920
CONTACT: PAULA BROOKS

ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
214 OCEANSIDE DRIVE
NASHVILLE, TENNESSEE 37204
PHONE: (615) 564-2701
CONTACT: MARY MCGOWAN, P.E.

CITY OF FRANKLIN

109 3rd AVENUE SOUTH, FRANKLIN, TN 37067
CONTACT:
PLANNING : JOSH KING 615-550-6977
ENGINEERING : LANCE FITTRO 615-550-6676

FIRE FLOW TEST

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

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

SS-CH FRANKLIN LLC
MAP 62, PARCEL 18.02
BK: 7357 PG: 667

ROW & ACCESS GENERAL NOTES

1. PRIOR TO BEGINNING ANY CONSTRUCTION, THE DEVELOPER AND/OR CONTRACTOR, SHALL OBTAIN ALL NECESSARY PERMITS AS REQUIRED BY LAW. SUCH PERMITS MAY INCLUDE, BUT ARE NOT LIMITED TO, THOSE REQUIRED BY STATE OF TENNESSEE, WILLIAMSON COUNTY AND OTHER CITY OF FRANKLIN AGENCIES.
2. ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ON-SITE DURING CONSTRUCTION.
3. CONSTRUCTION MATERIALS SHALL BE FULLY TESTED IN ACCORDANCE WITH THE DESIGNATIONS AND REQUIREMENTS WITHIN THE REFERENCED "TODOT STANDARD SPECIFICATIONS" SECTIONS, UNLESS OTHERWISE NOTED WITHIN THE "STANDARD SPECIFICATIONS" SECTION OF THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.
4. AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL MAKE A FINAL INSPECTION OF THE PROJECT AFTER COMPLETION TO DETERMINE ACCEPTABILITY OF THE WORK AND FOR RELEASE OF PERFORMANCE BONDS IF REQUIRED. BEFORE THIS FINAL INSPECTION CAN BE MADE, THE ENGINEER RESPONSIBLE FOR THE PROJECT SHALL CERTIFY IN WRITING TO THE CITY ENGINEER THAT THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.
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6. ALL TEMPORARY STRIPING SHALL CONFORM TO "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," PUBLISHED BY TDOT, THE LATEST REVISION EXCEPT AS HEREIN AMENDED. WHEN APPROVED, TEMPORARY STRIPING SHALL BE REQUIRED PRIOR TO THE OPENING OF A STREET FOR TRAVEL WHERE PAVEMENT AND/OR PERMANENT STRIPING CANNOT BE COMPLETED DUE TO WEATHER AND/OR TIME CONSTRAINTS.
7. THERMOPLASTIC PAVEMENT MARKINGS SHOULD BE USED ON ALL PUBLIC AND PRIVATE CITY STREET PROJECTS. THERMOPLASTIC TRAFFIC STRIPING AND PAVEMENT MARKINGS SHALL CONFORM TO SECTION 716.03 "THERMOPLASTIC PAVEMENT MARKINGS," OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS (TDOT), AND TO THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.

IMPACT STATEMENT

ACCESS TO THE MULTIFAMILY PORTION OF THE DEVELOPMENT WILL BE PROVIDED VIA PRIVATE ROAD WITH TWO CONNECTIONS DIRECTLY FROM HUFFINES RIDGE ROAD. ONE CONNECTION INDIRECTLY OFF OF CAROTHERS PARKWAY, AND ONE CONNECTION INDIRECTLY FROM THE FUTURE DEVELOPMENT TO THE SOUTH. THE OFFICE PORTION OF THIS SITE WILL BE ACCESSED VIA PRIVATE ROAD WITH ONE CONNECTION DIRECTLY TO CAROTHERS PARKWAY, ONE CONNECTION INDIRECTLY OFF OF HUFFINES RIDGE ROAD, AND ONE CONNECTION INDIRECTLY FROM THE FUTURE DEVELOPMENT TO THE SOUTH. THE HOTEL PORTION OF THIS SITE WILL BE ACCESSED VIA PRIVATE ROAD WITH ONE CONNECTION DIRECTLY TO CAROTHERS PARKWAY, ONE CONNECTION INDIRECTLY OFF OF HUFFINES RIDGE ROAD, AND ONE CONNECTION INDIRECTLY FROM THE FUTURE DEVELOPMENT TO THE SOUTH.

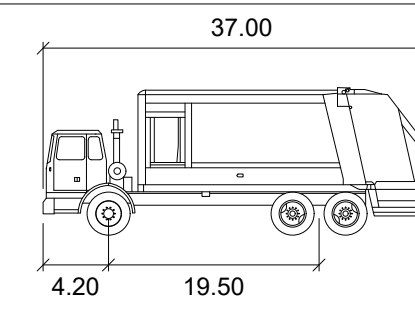
OFFSITE IMPROVEMENTS ARE TO BE MADE PER RECOMMENDATIONS FROM THE TRAFFIC IMPACT ANALYSIS PREPARED BY KIMLEY HORN FOR THIS SITE AND DISCUSSIONS WITH CITY OF FRANKLIN OFFICIALS.

SITE LEGEND

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

CONNECTIVITY INDEX

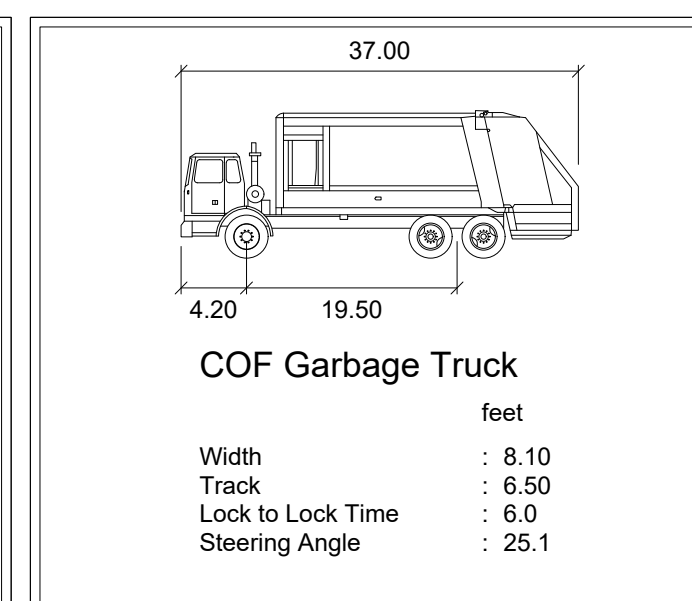
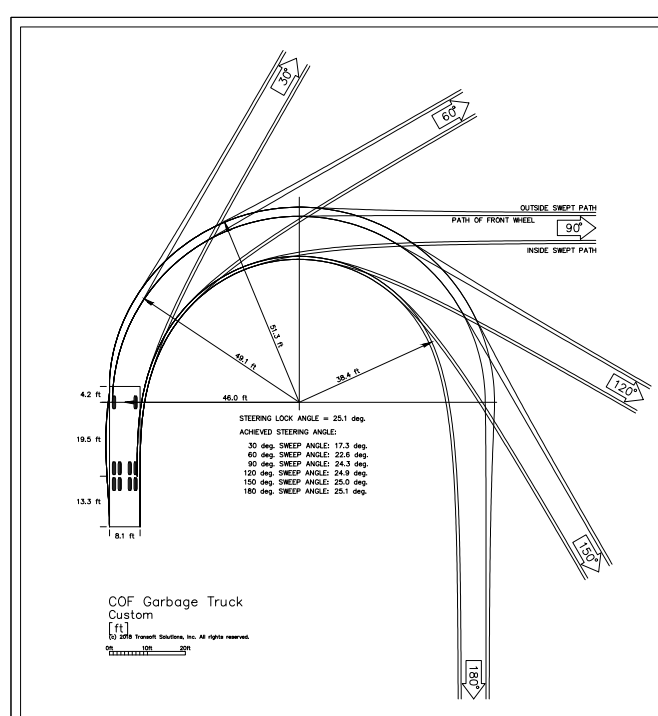
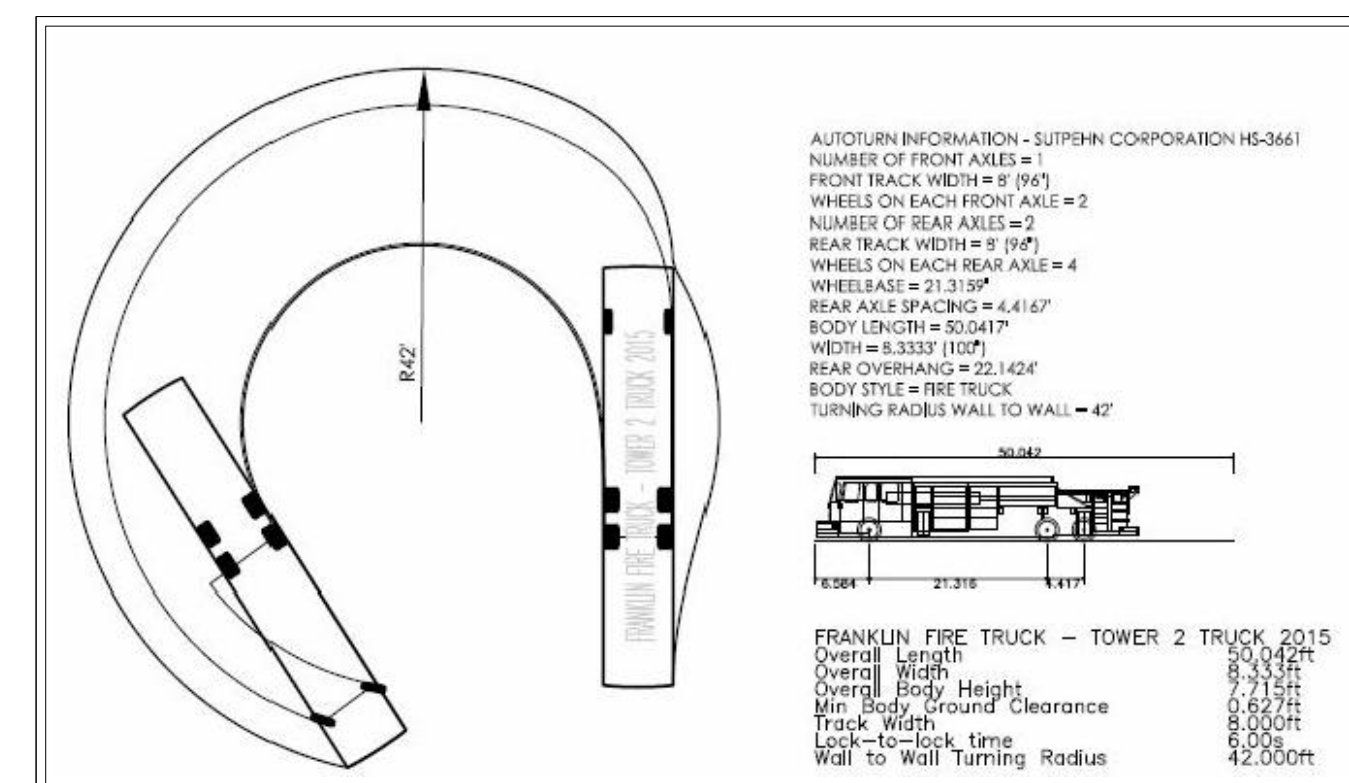
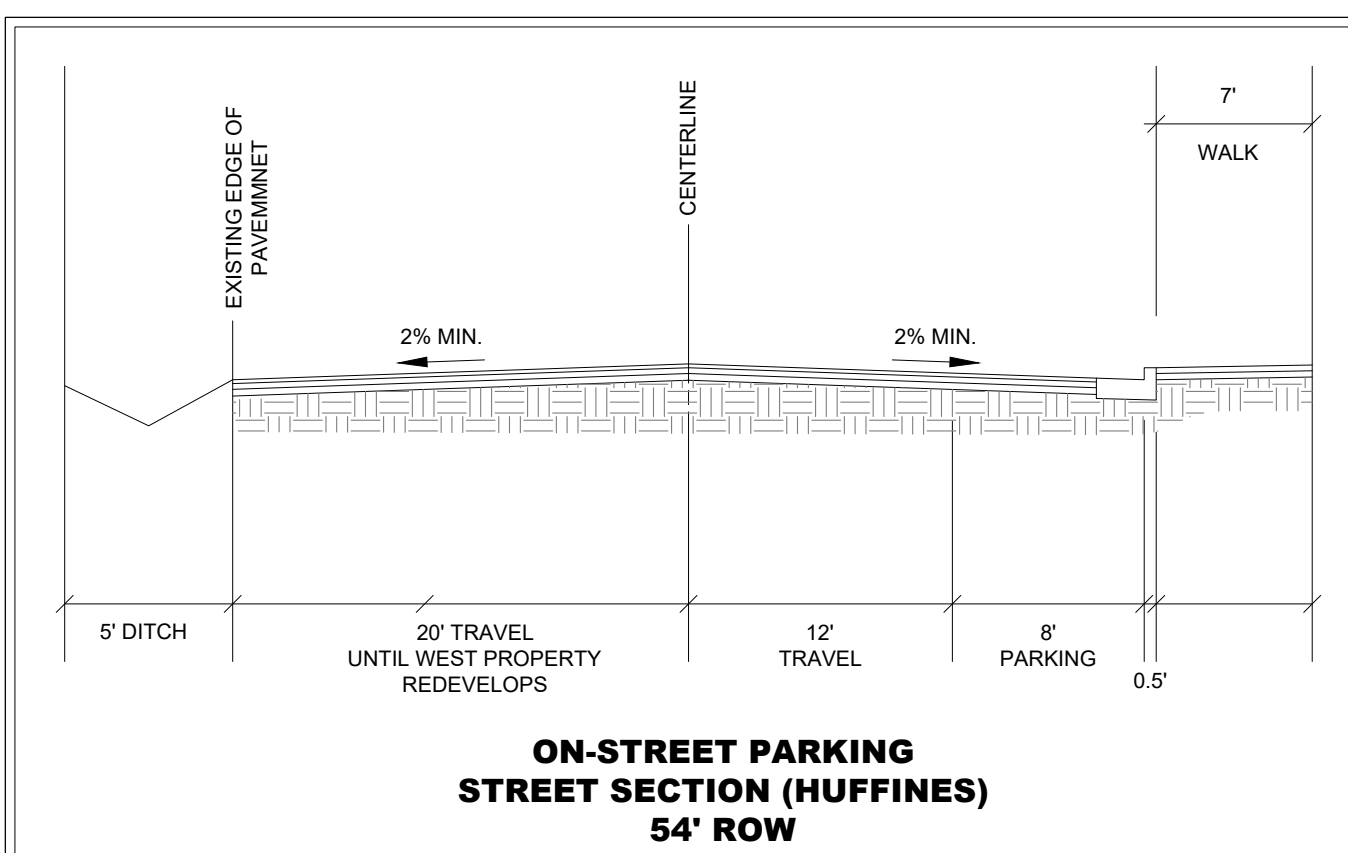
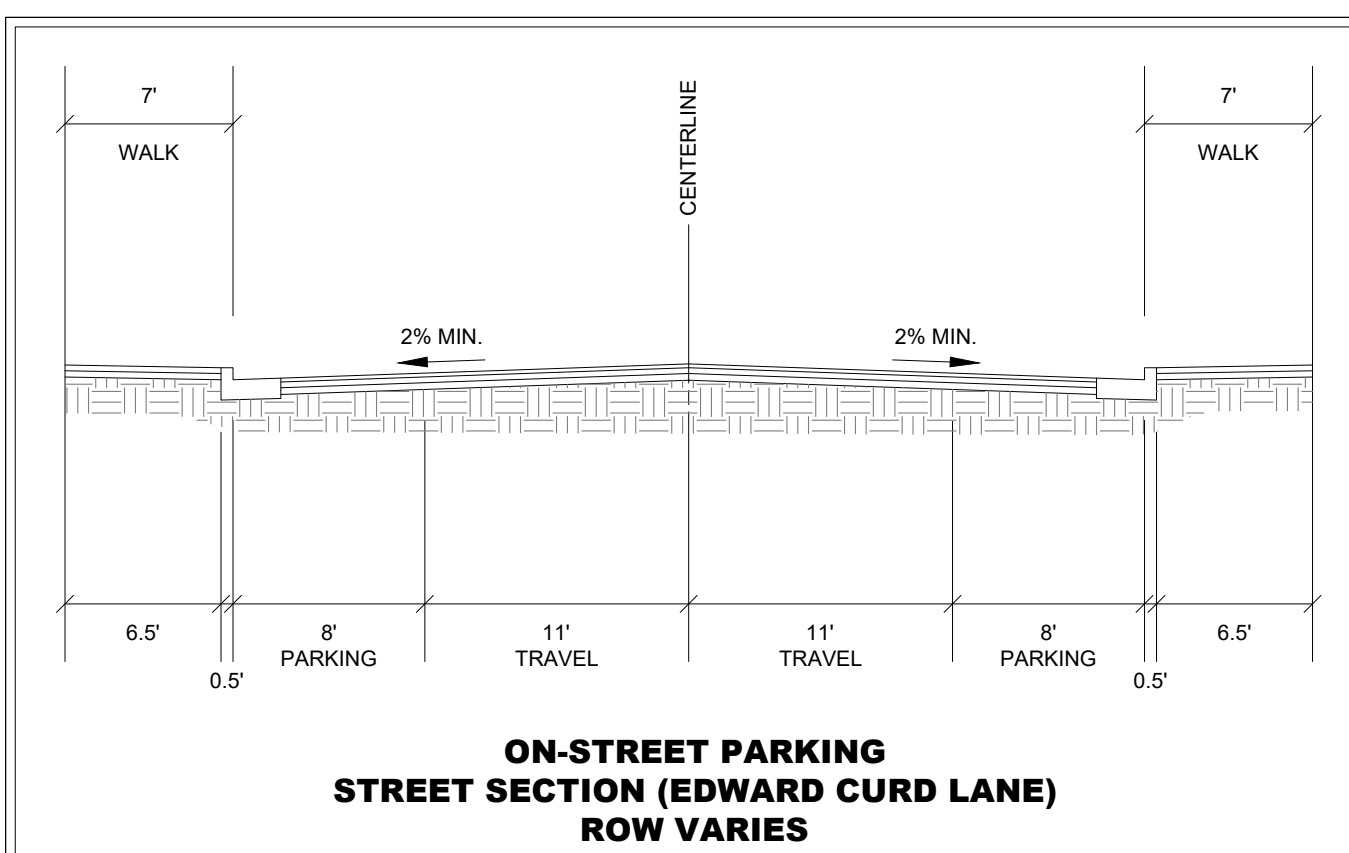
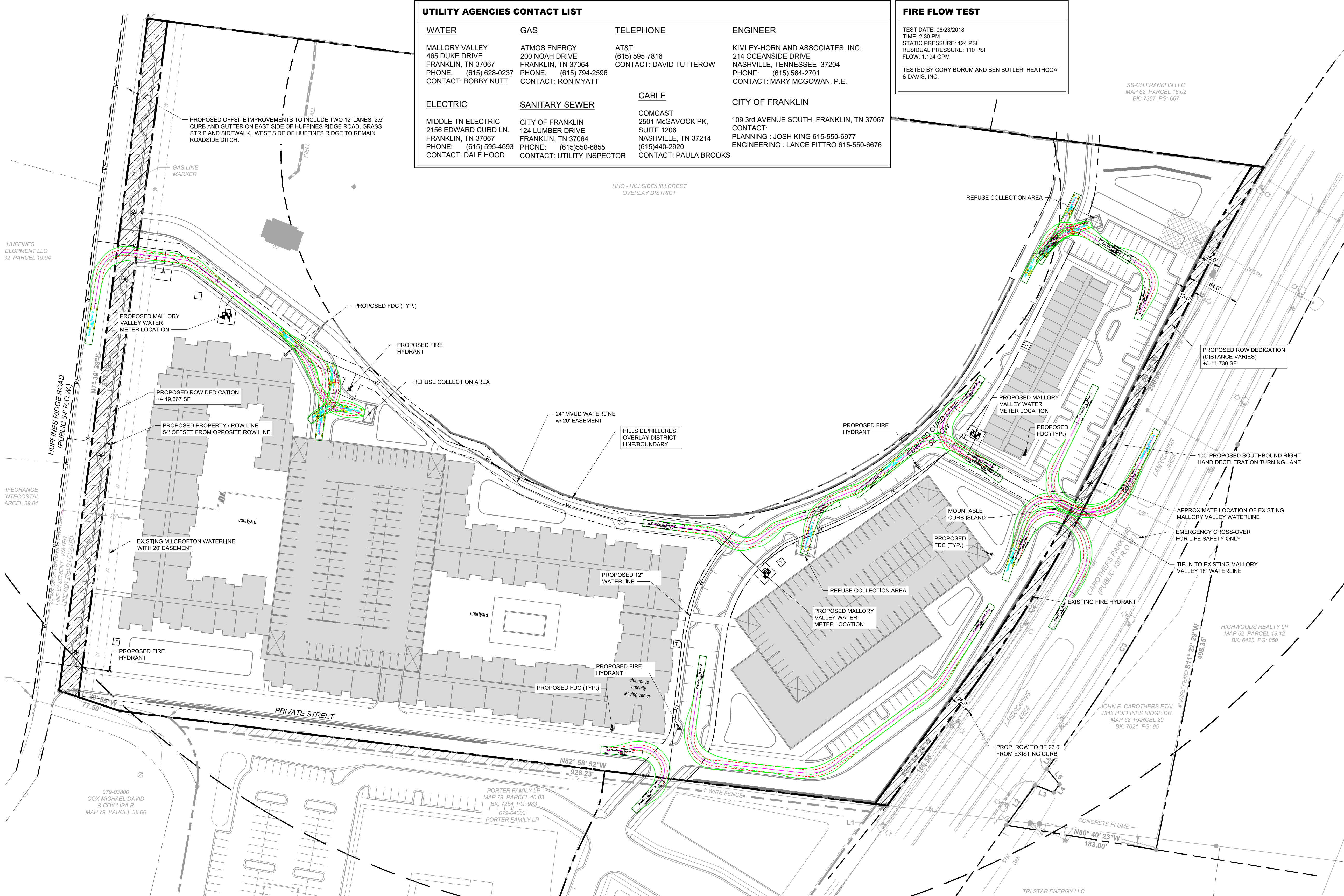
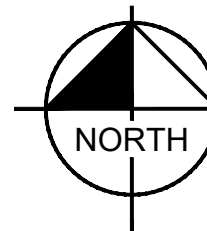
8 LINKS / 4 NODE = 2.00 CONNECTIVITY INDEX

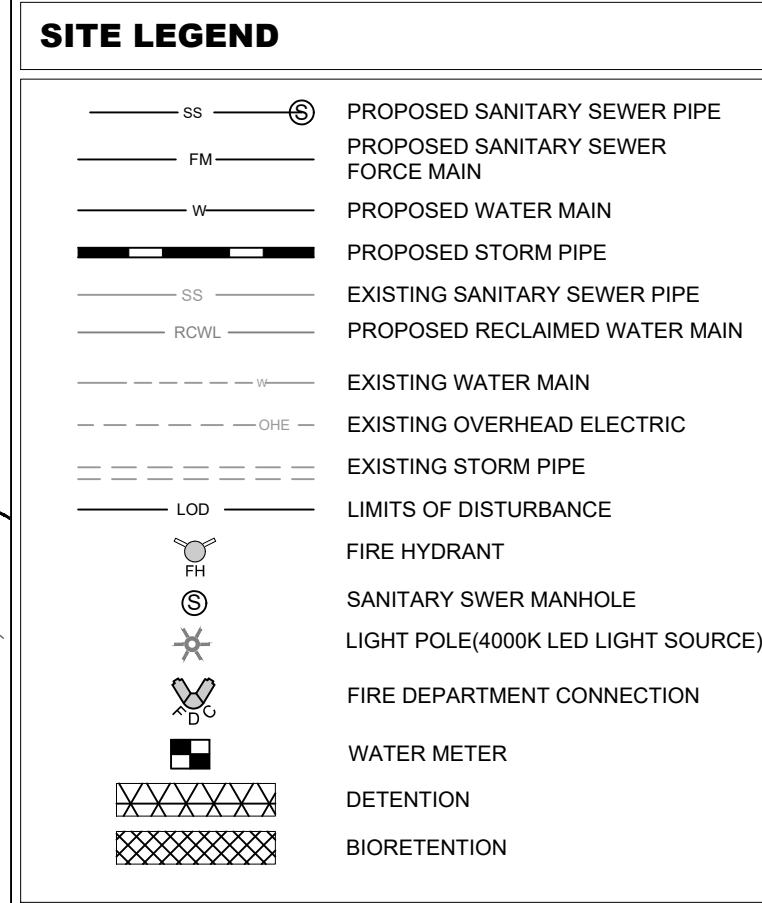


COF Garbage Truck

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

GRAPHIC SCALE IN FEET
0 30 60 120



**UTILITY NOTES**

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

IMPACT STATEMENT

WATER
WATER IS PROVIDED BY MALLORY VALLEY UTILITY DISTRICT VIA EXISTING 18" WATER LINE IN CAROTHERS PARKWAY. WATER AVAILABILITY REQUEST IS ONGOING WITH MALLORY VALLEY UTILITY DISTRICT.
426 MULTI-FAMILY UNITS * 350 GPD = 149,100 GPD
150,000 SF OF OFFICE * 0.2 GPD/SF = 30,000 GPD
170 HOTEL ROOMS * 130 GPD = 22,100 GPD

SANITARY SEWER
SANITARY SEWER WILL BE PROVIDED BY CITY OF FRANKLIN. PROJECTED FLOW IS 493.43 SFUE.

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

STORMWATER
STORMWATER FLOWS WILL BE TREATED FOR WATER QUALITY BY THE CURRENT COP APPROVED METHOD AT THE TIME OF SITE PLAN SUBMITTAL. AT THE TIME OF THIS DEVELOPMENT PLAN SUBMITTAL, COP REQUIRES GREEN INFRASTRUCTURE THROUGHOUT THE SITE WITH OVERFLOW BEING DIRECTED TO DETENTION PONDS. POST DEVELOPMENT PEAK FLOW DISCHARGES WILL BE CONTROLLED TO PREDEVELOPMENT PEAK FLOWS BY THE DETENTION PONDS AND OUTLET STRUCTURES.

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

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

REFUSE COLLECTION
REFUSE COLLECTION FOR THE DEVELOPMENT SHALL BE PROVIDED BY PRIVATE COLLECTION.

DRAINAGE FACILITIES
APPROXIMATELY 10.06 AC OF IMPERVIOUS AREA TO BE ADDED. OUTFALL LOCATIONS WILL STAY RELATIVELY THE SAME FROM PRE-CONSTRUCTION TO POST-CONSTRUCTION CONDITIONS.

UTILITY LAYOUT NOTE

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

EXISTING UTILITIES NOTE

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES AND NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES AND/OR CONFLICTS WITH EXISTING OR PROPOSED UTILITIES PRIOR TO PROCEEDING.

SEWER NOTE

PROPOSED SANITARY SEWER TO TIE INTO SANITARY SEWER FROM PROPOSED CAROTHERS CROSSING WEST DEVELOPMENT. IF FOR SOME REASON THE PROPOSED CAROTHERS CROSSING WEST DEVELOPMENT IS DELAYED, THIS SITE WILL TIE-INTO AN EXISTING SANITARY SEWER MANHOLE LOCATED ON THE EAST SIDE OF CAROTHERS PARKWAY.

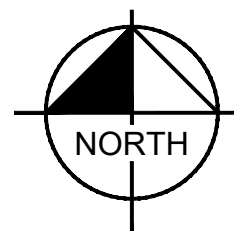
UTILITY AGENCIES CONTACT LIST

WATER	GAS	TELEPHONE	ENGINEER
MALLORY VALLEY UTILITY DISTRICT 1425 DUKE DRIVE FRANKLIN, TN 37064 PHONE: (615) 628-0237 CONTACT: BOBBY NUTT	ATMOS ENERGY 200 NOAH DRIVE FRANKLIN, TN 37064 PHONE: (615) 794-2596 CONTACT: RON MYATT	AT&T (615) 595-7816 CONTACT: DAVID TUTTEROW	KIMLEY-HORN AND ASSOCIATES, INC. 214 OCEANSIDE DRIVE NASHVILLE, TENNESSEE 37204 PHONE: (615) 564-2701 CONTACT: MARY MCGOWAN
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MIDDLE TN ELECTRIC 2156 EDWARD CURD LN. FRANKLIN, TN 37067 PHONE: (615) 595-4693 CONTACT: DALE HOOD	CITY OF FRANKLIN 124 LUMBER DRIVE FRANKLIN, TN 37064 PHONE: (615) 595-6855 CONTACT: UTILITY INSPECTOR	COMCAST 2501 McGAVOCK PK, SUITE 1208 NASHVILLE, TN 37214 PHONE: (615)440-2920 CONTACT: PAULA BROOKS	109 3rd AVENUE SOUTH, FRANKLIN, TN 37067 CONTACT: PLANNING: JOSH KING 615-550-6977 ENGINEERING: LANCE FITTRO 615-550-6676

CAUTION!

EXISTING OVERHEAD
AND UNDERGROUND
UTILITIES

GRAPHIC SCALE IN FEET
0 50 100 200



UTILITY NOTES

- ALL PERSONS WHO UNDERTAKE THE CONSTRUCTION OF WATER, SEWER AND/OR RECLAIMED WATER LINES LOCATED IN, OR AFFECTING SERVICES PROVIDED BY THE CITY OF FRANKLIN SHALL COMPLY WITH THE REQUIREMENTS AND REGULATIONS SET FORTH IN THE "GENERAL REQUIREMENTS & TECHNICAL SPECIFICATIONS, WATER MANAGEMENT DEPARTMENT, CITY OF FRANKLIN, TENNESSEE" LATEST EDITION, ALONG WITH ANY AMENDMENTS, ADDITIONS, OR ALTERATION THAT MAY THEREAFTER BE ADOPTED BY THE BOARD OF MAYOR AND ALDERMEN BY RESOLUTION.
- CONTRACTOR SHALL OBTAIN WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT PRIOR TO SCHEDULING REQUIRED PRE-CONSTRUCTION SITE MEETING. CONTRACTOR SHALL COMPLETE THE PRE-CONSTRUCTION SITE MEETING PRIOR TO COMMENCING WITH CONSTRUCTION.
- CONTRACTOR SHALL OBTAIN AND KEEP ALL OF THE FOLLOWING ITEMS ON THE JOBSITE AT ALL TIMES DURING CONSTRUCTION:
 - APPROVED, STAMPED AND SIGNED WATER AND/OR SEWER PLANS
 - WATER & SEWER INFRASTRUCTURE INSTALLATION PERMIT, WITH ALL STEPS COMPLETED AND SIGNED BY APPROPRIATE CITY EMPLOYEES.
 - COPY OF APPROVED AVAILABILITY REQUEST RESPONSE LETTER
 - A COPY OF ALL APPROVED CUT SHEETS.
- ACCEPTANCE OF CITY OF FRANKLIN PUBLIC WATER INFRASTRUCTURE, SANITARY SEWER INFRASTRUCTURE AND/OR RECLAIMED WATER INFRASTRUCTURE SHALL BECOME THE RESPONSIBILITY OF THE CITY OF FRANKLIN, TN FOLLOWING APPROVAL FROM THE CITY OF FRANKLIN INSPECTORS AND ACCEPTANCE BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION. THE ACCEPTANCE DATE SHALL BE BASED ON THE DAY MAINTENANCE SURETIES ARE ESTABLISHED BY THE FRANKLIN MUNICIPAL PLANNING COMMISSION.
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SITE LEGEND

SS	PROPOSED SANITARY SEWER PIPE
FM	PROPOSED SANITARY SEWER FORCE MAIN
W	PROPOSED WATER MAIN
SS	PROPOSED STORM PIPE
SS	EXISTING SANITARY SEWER PIPE
RCWL	PROPOSED RECLAIMED WATER MAIN
W	EXISTING WATER MAIN
OHE	EXISTING OVERHEAD ELECTRIC
SS	EXISTING STORM PIPE
LOO	LIMITS OF DISTURBANCE
PH	FIRE HYDRANT
SM	SANITARY SWER MANHOLE
LP	LIGHT POLE(4000K LED LIGHT SOURCE)
FC	FIRE DEPARTMENT CONNECTION
WM	WATER METER
DET	DETENTION
BI	BIORETENTION

UTILITY LAYOUT NOTE

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WATER INFRASTRUCTURE NOTE

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

STREET LIGHT NOTE

ALL STREET LIGHTS SHALL HAVE A LED LIGHT SOURCE.

SEWER NOTE

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- SANITARY SEWER DEPTHS FOR THE DRAINAGE NETWORK ARE ANTICIPATED TO BE DESIGNED AT MINIMAL DEPTH.
- THE DESIGN CURRENTLY ALLOWS FOR WIDER EASEMENTS IF DURING SP THEY ARE DETERMINED TO BE NEEDED.

TRANSFORMER NOTE

TRANSFORMERS SERVED FROM HUFFINES SHALL BE OVERHEAD ELECTRIC. TRANSFORMERS SERVED FROM CAROTHERS SHALL BE UNDERGROUND.



UTILITY PLAN DATA CHART			
FACILITY TYPE	UNIT FLOW (GPD)	UNIT QUANTITY	TOTAL FLOW (GPD)
HOTEL	130/ROOM	170	22,100
OFFICE	0.2/SF	150,000	30,000
APARTMENTS (ONE BED)	250/APARTMENT	180	45,000
APARTMENTS (TWO BED)	300/APARTMENT	210	63,000
APARTMENTS (THREE BED)	350/APARTMENT	36	12,600
TOTAL			172,700 GPD
*FLOWS ESTIMATED FROM COF STANDARDS			493.43 SFUE

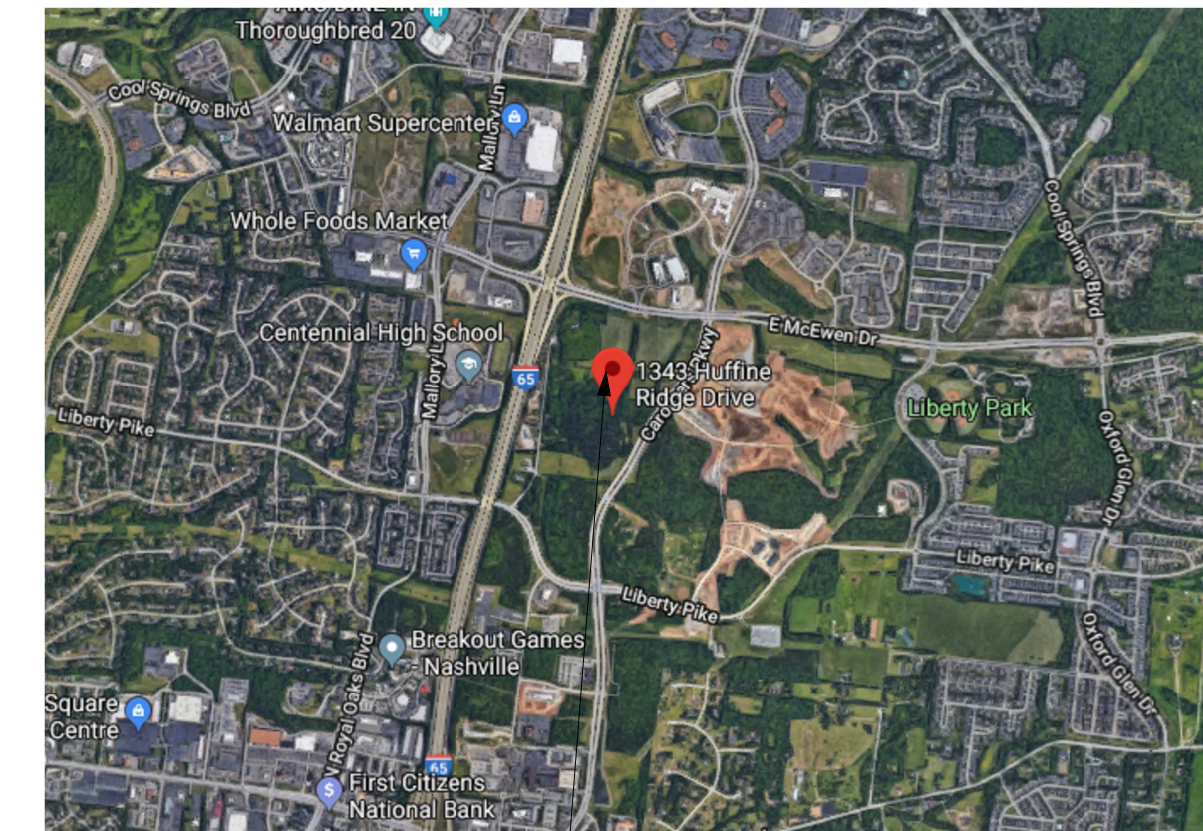
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CAUTION!

EXISTING OVERHEAD
AND UNDERGROUND
UTILITIES

vicinity map



1343 huffine ridge road || franklin, tn 37067

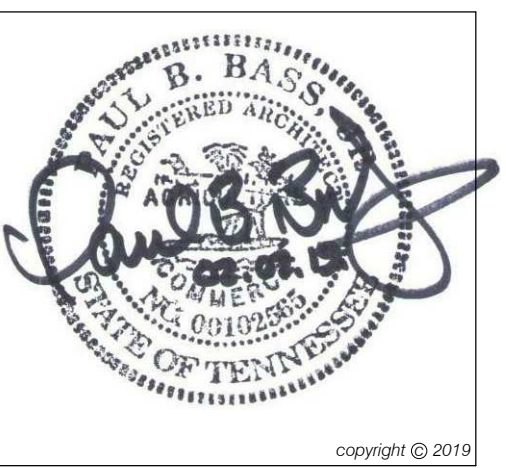
drawing index

development plan
dp100 site axonometric & general information
dp110 hotel and office floor plan axons / building data
dp120 multi-family axon floor plans & project data
dp130 site sections
dp140 site plan & site perspectives
dp150 site perspectives

legacy franklin
development plan
1343 huffine ridge drive
franklin, tn 37067

426 multi-family units
147,744 sf office bldg.
170 room hotel

development plan
07 february 2019



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client



project:

1343 huffine ridge
development plan
426 unit multi-family | 147,000 sf of office |
170 room hotel
1343 huffine ridge drive || franklin, tn 37067

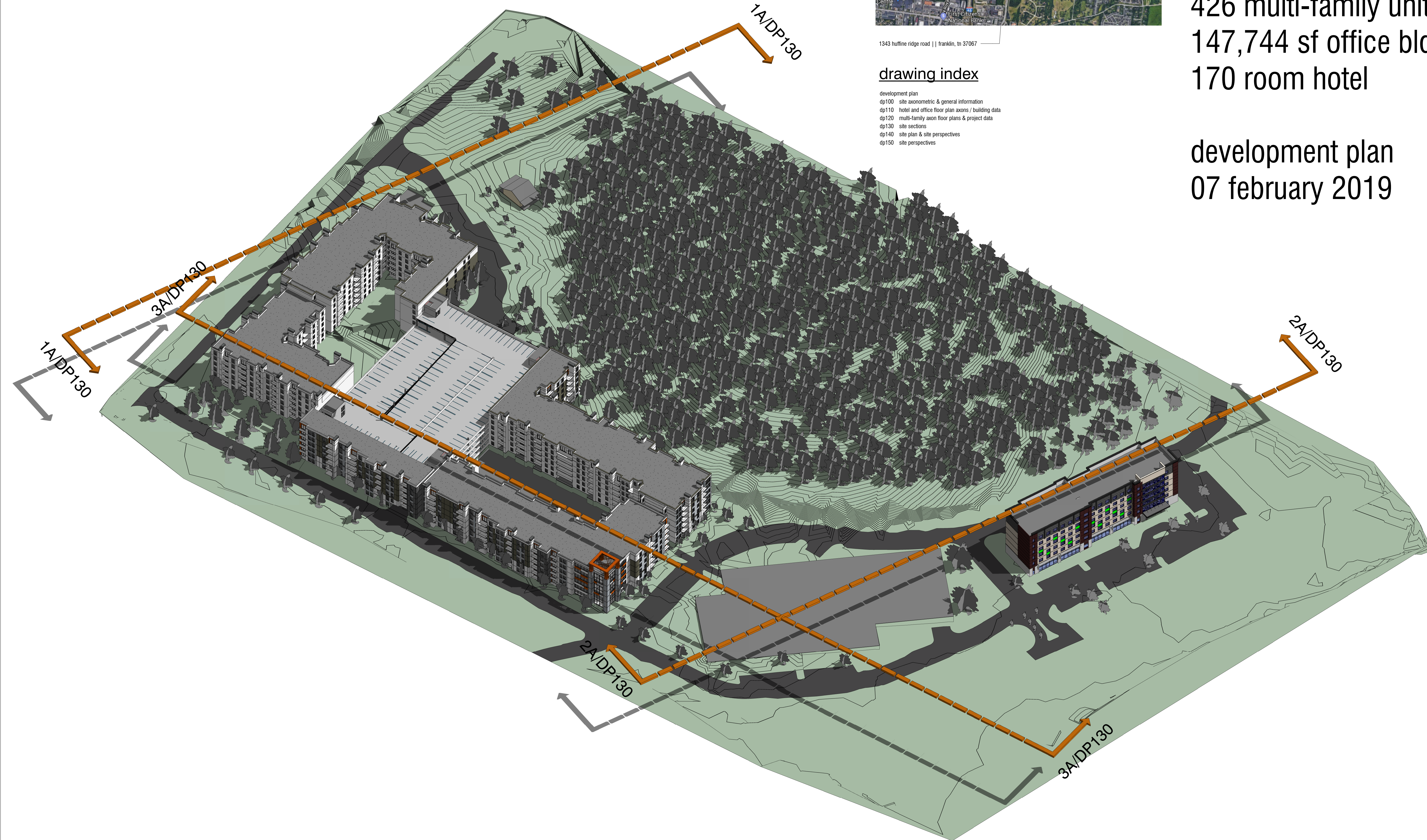
revisions



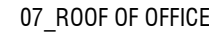
date: 02.07.2019
project no.: a18030.00

site
axonometric
& general
information

dp100



- floors one through three contain 12,578 gross sf per level
- floors four through six contain 36,670 gross sf per level
- the footprint of the parking garage is approximately 292'-0" x 125'-4" which translates to the building footprint of floors 4 through 6
- a roof terrace encompassing the footprint of floors one through three is provided on the fourth floor (12,578 gross sf), a majority of this area will be green roof.
- the parking garage is assumed to have level below grade thereby generating 524 structured parking spaces. There are an additional 30 surface parking spaces around the perimeter of the building.
- assuming a 90% factor to remove vertical circulation and accessory spaces, 532 spaces would be required to achieve a 4 per 1,000sf ratio.



- 13,548 gross square feet building footprint
- conceptual hotel building footprint is approximately 240'-0" wide x 60'-0" deep
- 81,288 total gross square feet
- 1st floor - lobby, amenities, and back of house requirements
- 2nd floor through 6th floor - 34 guest rooms per floor
- 170 parking spaces required based on room count
- 18 parking spaces required based on max. employee load by shift
- 188 overall parking spaces required
- 70 proposed surface parking spaces provide around the perimeter of the building
- 114 parking spaces to provided via a valet scenario within the office building parking garage

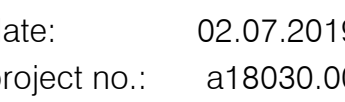


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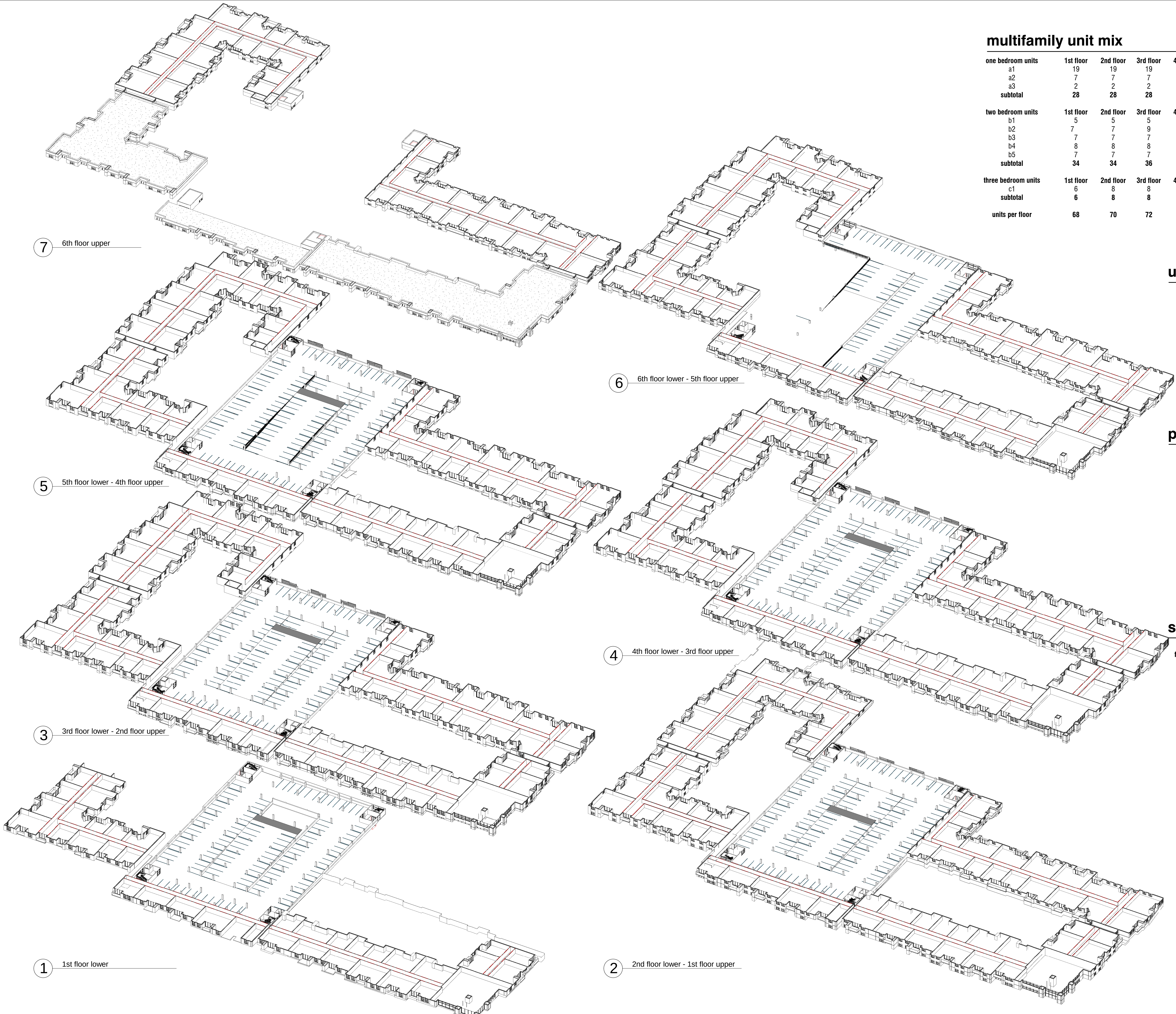
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1343 huffine ridge
development plan
426 unit multi-family | 147,000 sf of office |
170 room hotel
1343 huffine ridge drive || franklin, tn 37067



dp110



multifamily unit mix

one bedroom units	1st floor	2nd floor	3rd floor	4th floor	5th floor	6th floor	total by unit	parking required
a1	19	19	19	19	19	19	114	
a2	7	7	7	7	7	7	42	
a3	2	2	2	2	2	2	12	
subtotal	28	28	28	28	28	28	168 (39.44%)	252 (27.39%)
two bedroom units	1st floor	2nd floor	3rd floor	4th floor	5th floor	6th floor		
b1	5	5	5	5	5	5		
b2	7	7	9	9	9	10		
b3	7	7	7	7	7	7		
b4	8	8	8	8	8	8	48	
b5	7	7	7	7	7	7	42	
subtotal	34	34	36	36	36	35	212 (49.77%)	530 (57.61%)
three bedroom units	1st floor	2nd floor	3rd floor	4th floor	5th floor	6th floor		
c1	6	8	8	8	8	8		
subtotal	6	8	8	8	8	8	46	
units per floor	68	70	72	72	72	72	426 (10.88%)	138 (15.00%)

920 total parking spaces
one bedroom - 1.5 per
two bedroom - 2.5 per
three bedroom - 3 per

unit outline

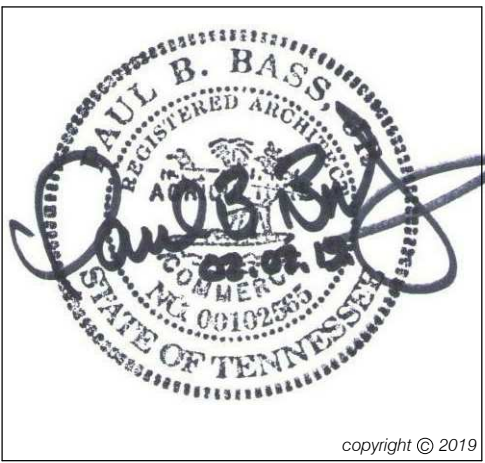
one bedroom units	living space	balcony	total unit area
a1	722 sf	70 sf	791 sf
a2	776 sf	72 sf	848 sf
a3	841 sf	121 sf	962 sf
two bedroom units	living space	balcony	total unit area
b1	1,155 sf	105 sf	1,260 sf
b2	1,278 sf	72 sf	1,350 sf
b3	1,167 sf	104 sf	1,271 sf
b4	1,300 sf	71 sf	1,371 sf
b5	1,228 sf	89 sf	1,317 sf
three bedroom units	living space	balcony	total unit area
c1	1,509 sf	74 sf	1,583 sf

parking garage outline

level	parking count
parking at 805'-0"	
ramp from 805'-0" to 815'-0"	
parking at 815'-0"	
ramp from 815'-0" to 825'-0"	36
parking at 825'-0"	106
phase 1 subtotal	384
ramp from 825'-0" to 835'-0"	36
parking at 835'-0"	106
ramp from 835'-0" to 845'-0"	36
parking at 845'-0"	106
ramp from 845'-0" to 855'-0"	36
parking at 855'-0"	42
phase 2 subtotal	362
total structured parking	746
estimated surface parking	23
total multifamily parking spaces	769

square footage outline

floor level	west units	garage	east units	amenity space
1st floor	45,123 sf	42,289 sf	42,941 sf	4,971 sf
2nd floor	45,123 sf	42,289 sf	42,941 sf	
3rd floor	45,123 sf	42,289 sf	42,941 sf	4,971 sf
4th floor	45,123 sf	42,289 sf	42,941 sf	
5th floor	45,123 sf	42,289 sf	42,941 sf	4,971 sf
6th floor	45,123 sf	42,289 sf	42,941 sf	
total	270,738 sf	253,734 sf	257,646 sf	14,913 sf
total multifamily gross sf:	543,297 gross sf			
total structured parking sf:	253,734 gross sf			



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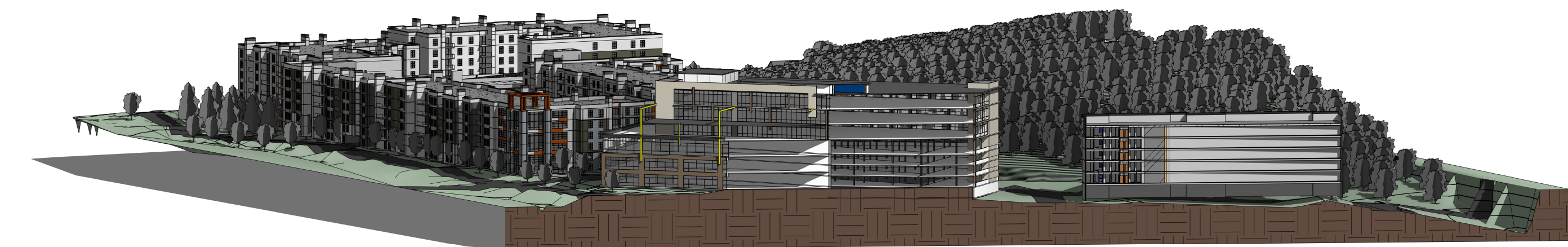


1343 huffine ridge development plan
426 unit multi-family | 147,000 sf of office | 170 room hotel
1343 huffine ridge drive || franklin, tn 37067

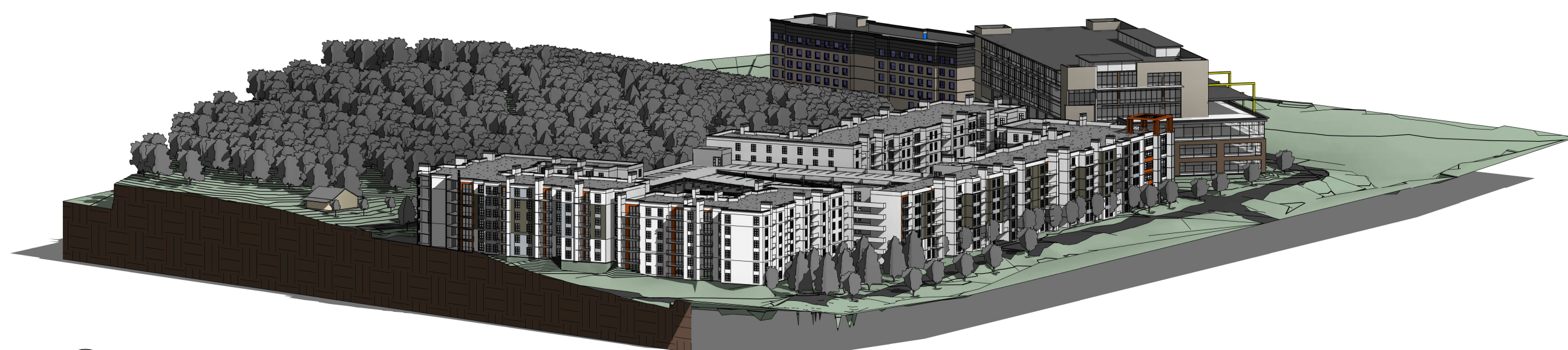
revisions	
▲	date: 02.07.2019
▲	project no.: a18030.00

multi-family axon floor plans & project data

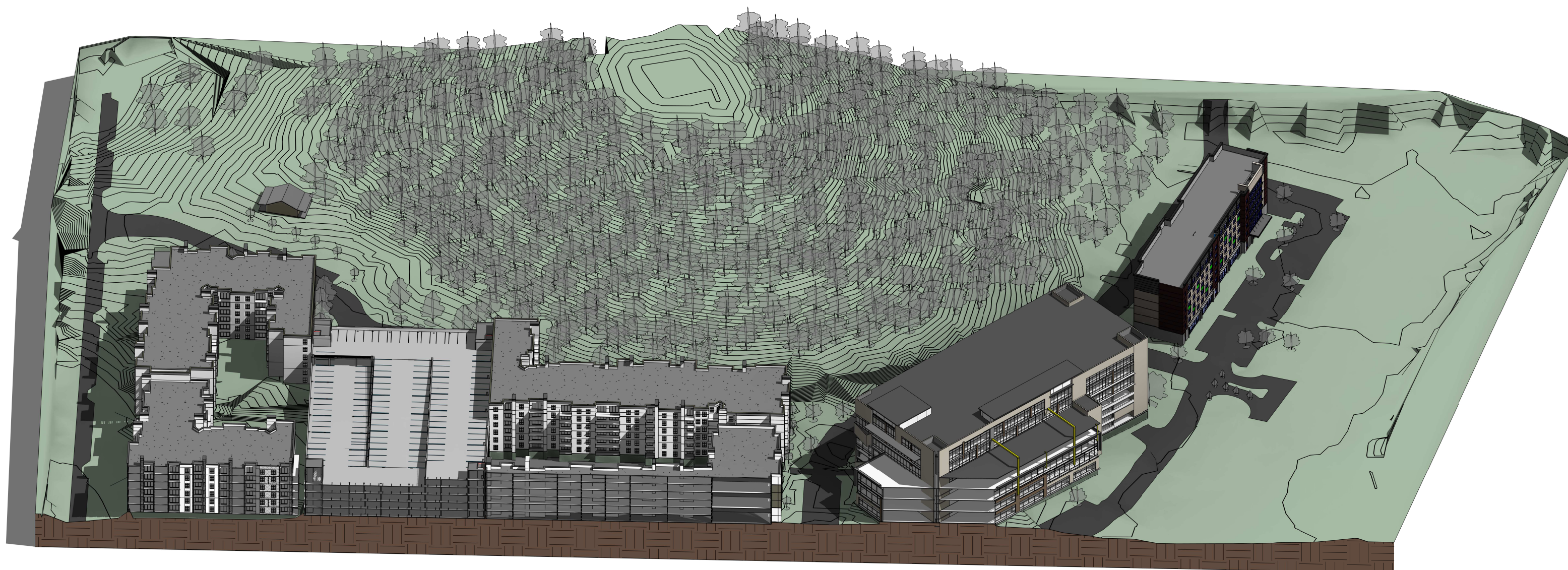
dp120



1 dp120 - perspective -1B



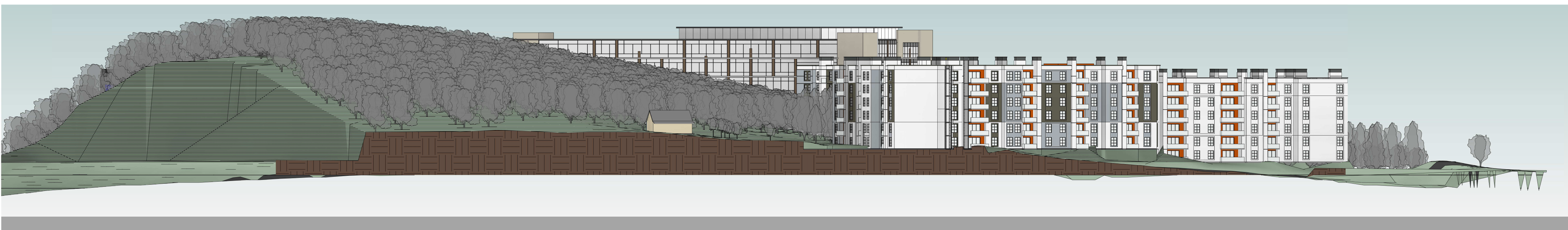
2 dp120 - perspective -1A



3 dp120 - perspective -1C



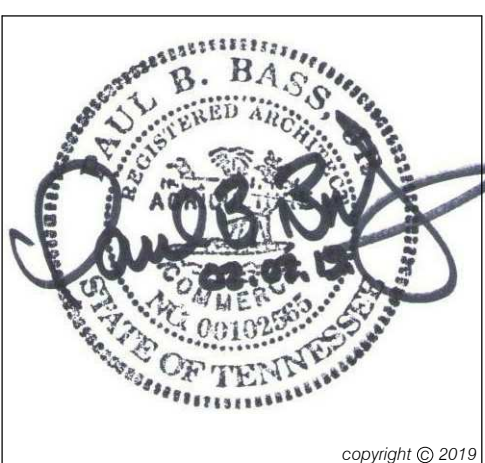
1A section 1/dp120
1" = 50'-0"



2A section 2/dp120
1" = 50'-0"



3A section 3/dp120
1" = 50'-0"



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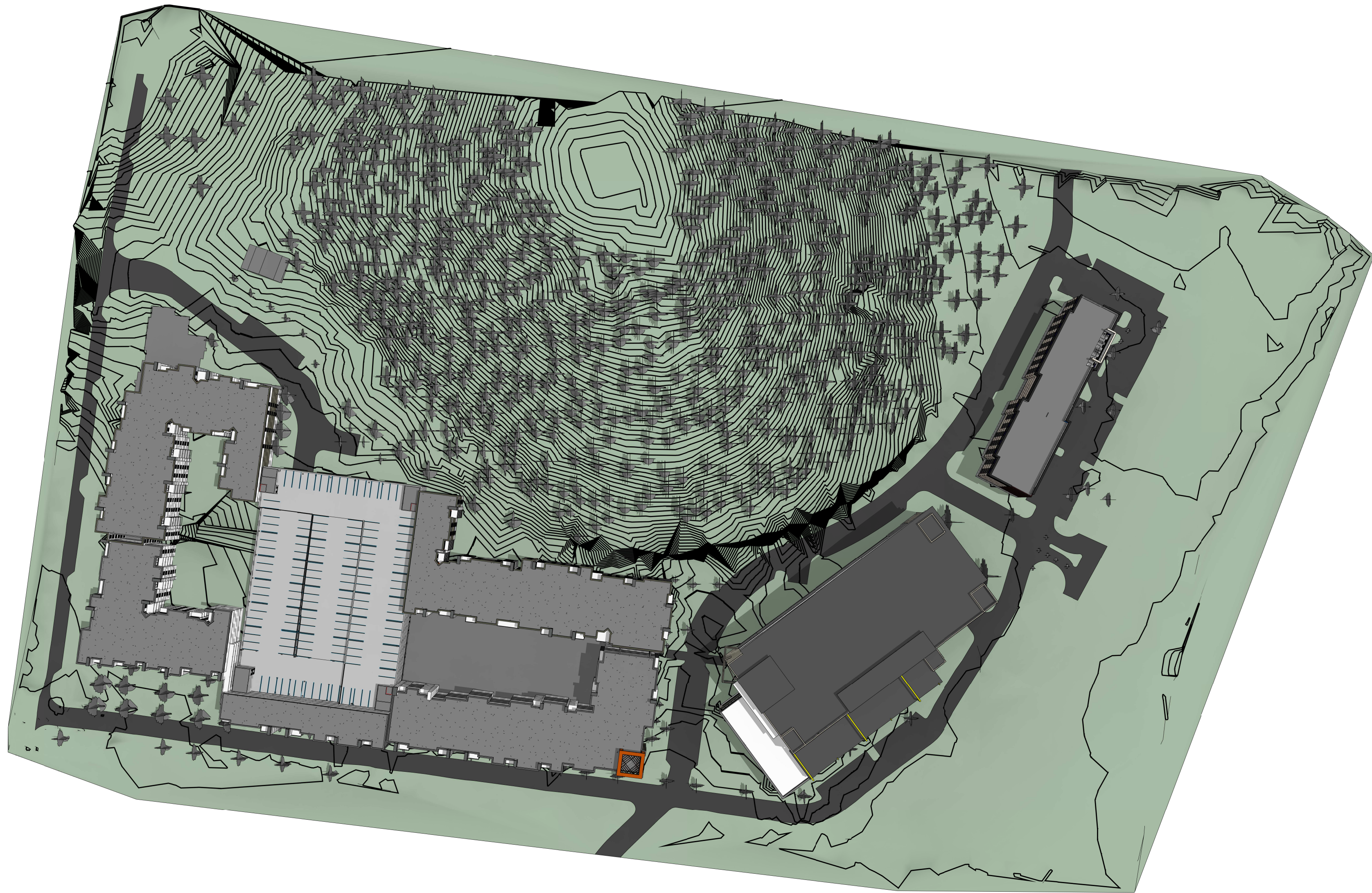
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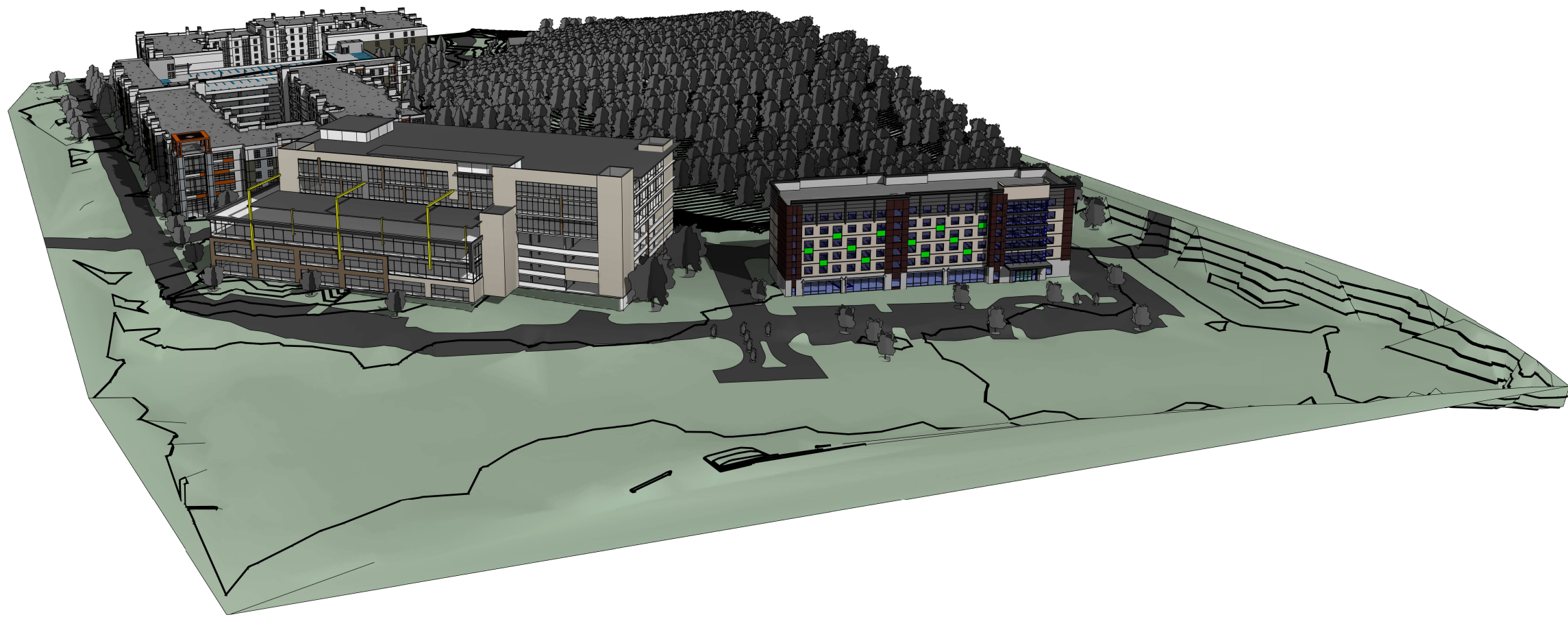
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site sections

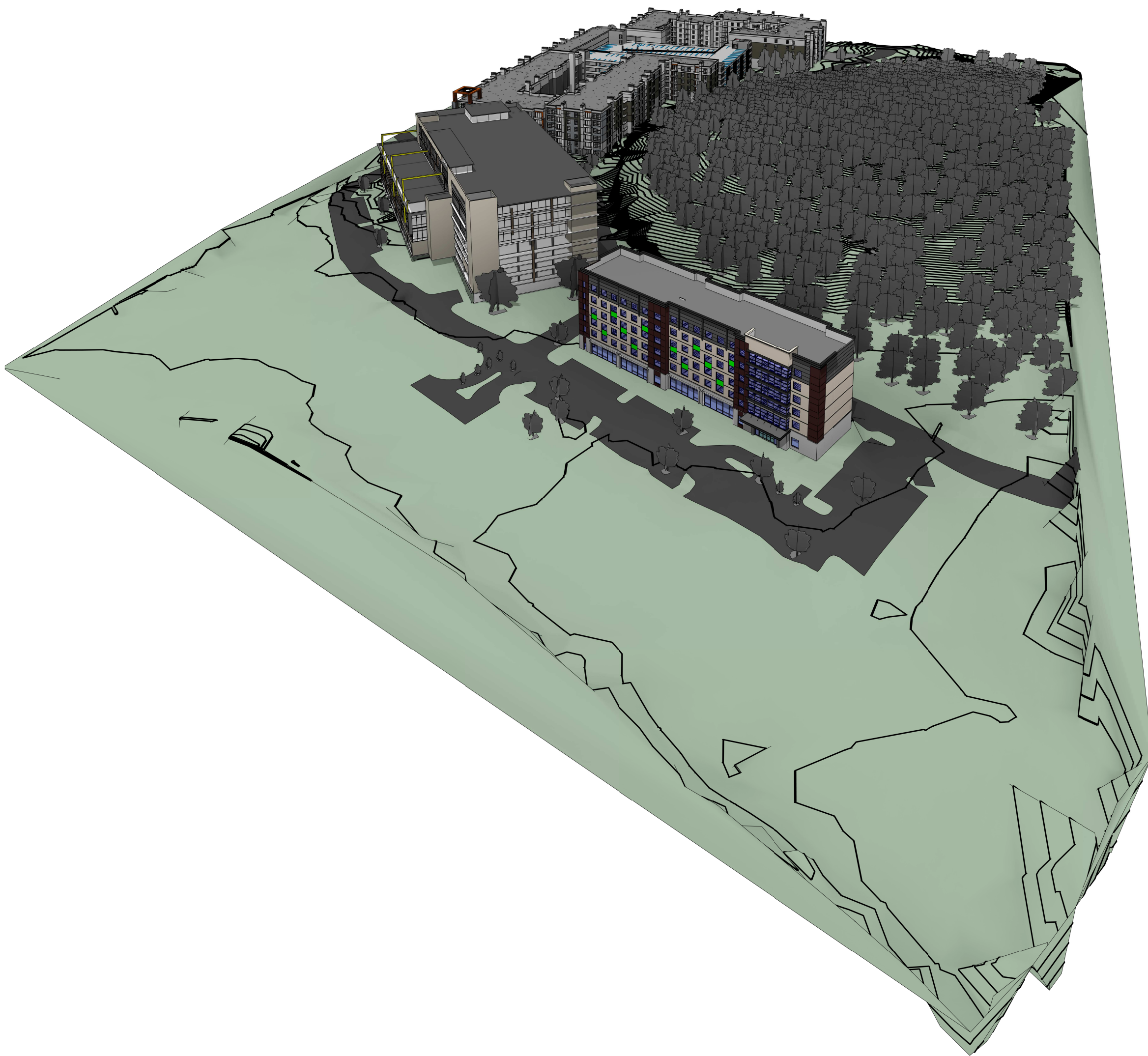
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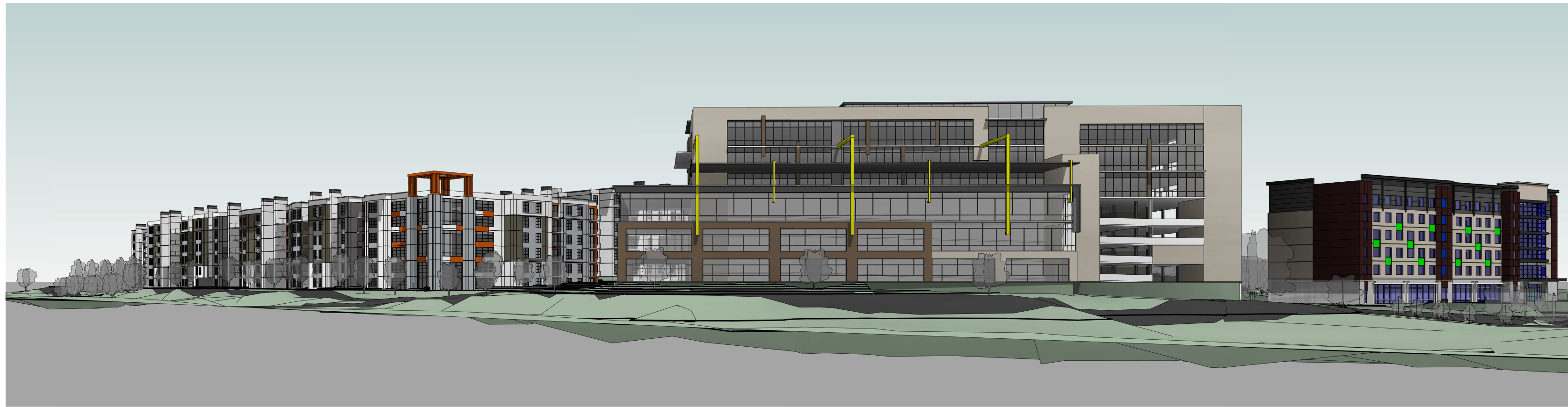
1 site perspective _overhead



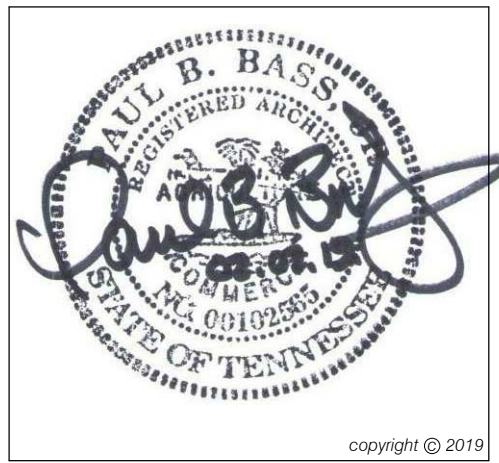
2 site perspective _A



4 site perspective _B



3 streetview perspective



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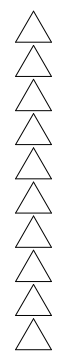


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170 room hotel
1343 huffine ridge drive || franklin, tn 37067

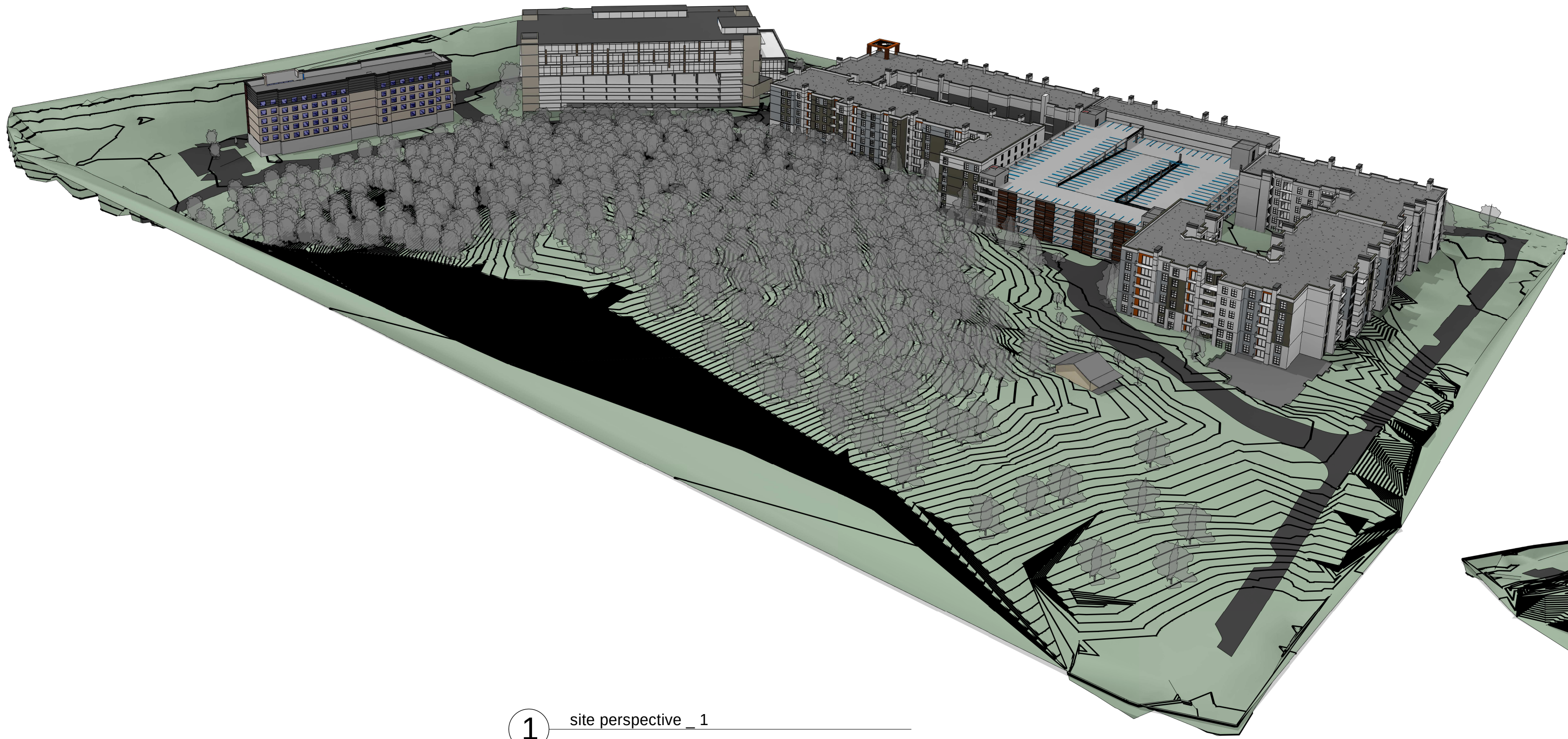
revisions



date: 02.07.2019
project no.: a18030.00

site plan &
site
perspectives

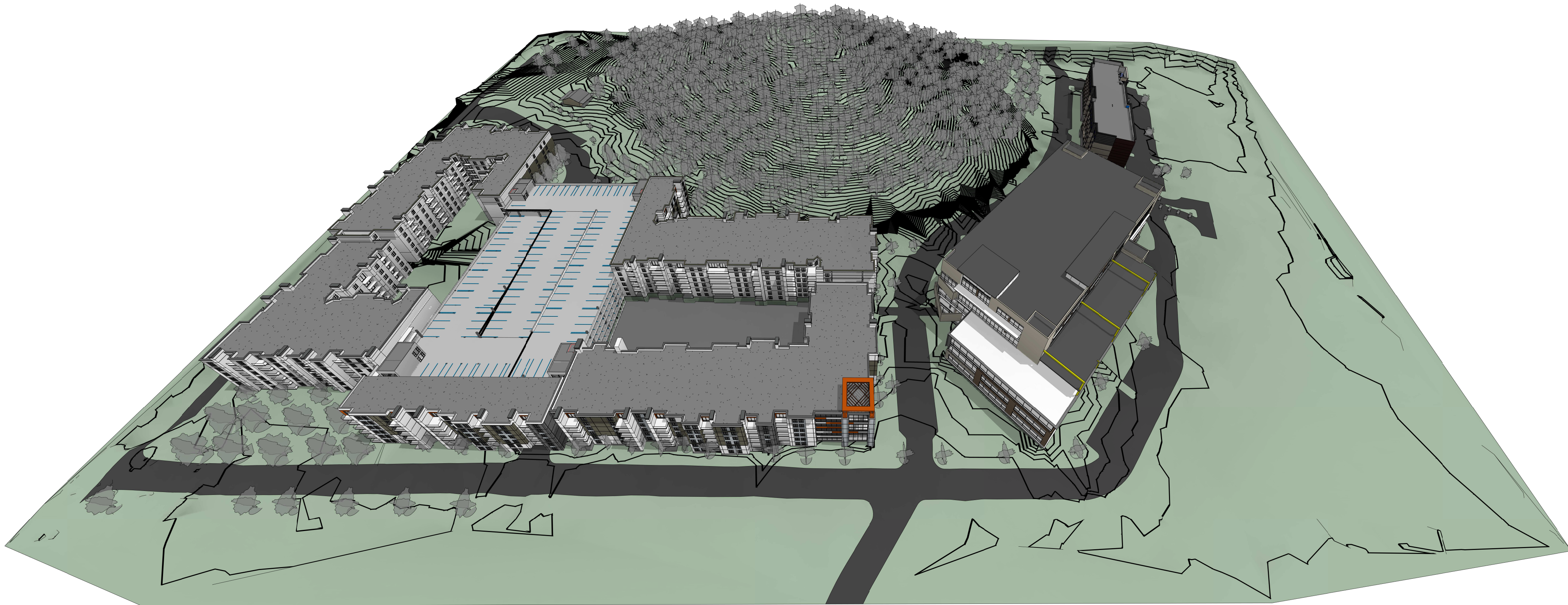
dp140



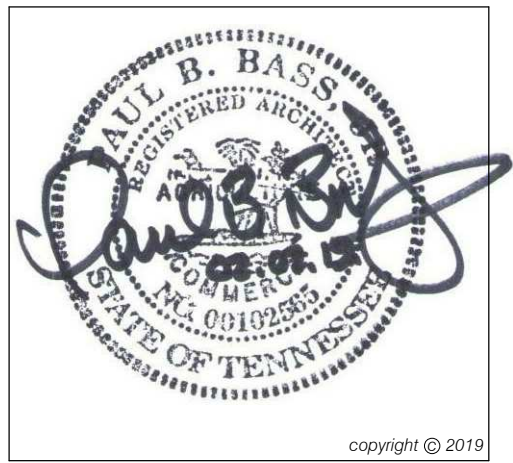
1 site perspective _ 1



2 site perspective _ 2



3 site perspective _ 3



listen • think • create

This drawing and the design shown is the property of the Architect. The reproduction, copying, or use of this drawing without their written consent is prohibited and any infringement will be subject to legal action.

b3studio inc.
1104 west main street || franklin, tn 37064 || www.b3studio.com

client



project:

1343 huffine ridge
development plan
426 unit multi-family | 147,000 sf of office |
170 room hotel
1343 huffine ridge drive || franklin, tn 37067

revisions



date: 02.07.2019
project no.: a18030.00

site
perspectives

dp150

**PARKLAND DEDICATION, HISTORIC STRUCTURE RESTORATION, ARBORETUM,
AND MOUNTAIN BIKE TRAIL SYSTEM
CONSTRUCTION AND MAINTENANCE AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND LEGACY, LLC
COF CONTRACT NO. 2019-0096**

PARKLAND DEDICATION, HISTORIC STRUCTURE RESTORATION, ARBORETUM AND MOUNTAIN BIKE TRAIL SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT, (“Agreement”), made and entered into this ____ day of _____, 2019, by and between THE CITY OF FRANKLIN, TENNESSEE (“City”) and LEGACY, LLC (“Legacy”) as owner of that certain land consisting of approximately 988,812 square feet or 22.7 acres of undeveloped land located in Williamson County, Tennessee, as more particularly described in the Huffines Property PUD Subdivision Development Plan, Sheet C2.0, attached hereto, pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code.

WITNESSETH:

WHEREAS, Legacy is in the process of developing 1343 Huffines Ridge Drive (Map 62-Parcel 20) (“Property” or “Development Project”), consisting of four hundred twenty-six (426) apartment units, a one hundred seventy (170) room hotel, and an approximately 150,000 square foot office building, all as more particularly shown on the Huffines Property PUD Subdivision Development Plan, Sheet C2.0” (“Exhibit A”); and

WHEREAS, pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code, Legacy has agreed to design and construct an Arboretum and Mountain Bike Trail System, as well as restore the Historic Structure located on 10.03 areas of undeveloped land within the Huffines Property PUD Subdivision, to be zoned Civic Institutional (CI), which will include, but not be limited to, the mountain bike trail, trailheads, existing trees, shrubbery, and associated appurtenances such as signage, benches, and other associated amenities as approved by the City of Franklin, all as more particularly shown and described in the Letter of Intent (“Exhibit B”) and on the Overall Master Plan (“Exhibit C”) attached hereto; and

WHEREAS, Legacy desires to develop a plan, the Historic Structure Restoration Effort, and intends to restore the Carothers family home (“Home”) to community center specifications to be provided by City as shown in the Architectural Restoration Plans (Exhibit D”); restore one (1) associated structure as a maintenance shed for the City of Franklin Parks Department; construct a trail storm shelter; demolish the other associated and unsound structures currently located on the property; restack the dry-stacked stone walls quarried and located in the area immediately surrounding the Home, all as more particularly described in Exhibit B and on Exhibit C attached hereto; and

WHEREAS, Legacy intends to develop an interpretive Arboretum in the area immediately surrounding the Home as a means to commemorate the historical use of the property as a homestead and farm as more particularly described on Exhibit C attached hereto; and

WHEREAS, Legacy and City intend for the entire area to be included in a Historic Preservation Overlay (“HPO”) designation on the final plat; and

WHEREAS, the HPO, Historic Structure Restoration, Arboretum, and Mountain Bike Trail System encompasses approximately 10.03 acres of land on the Property all as more particularly shown and described on Exhibit A attached hereto; and

WHEREAS, Legacy has requested to offset a portion of the costs of construction of these improvements against any Parkland Impact Fees due from the Development Project, and the estimated amount of such eligible costs, and the potential offset, was determined by the Parks Department Director on February 4, 2019, to be ONE MILLION EIGHT HUNDRED THIRTY-THREE THOUSAND FIVE HUNDRED FOUR and 00/100 Dollars (\$1,833,504.00) as itemized in the Opinion of Cost ("Exhibit E"); and

WHEREAS, Legacy has agreed to plat and dedicate the HPO, Historic Structure Restoration, Arboretum, and Mountain Bike Trail System upon restoration and construction of the Home, Arboretum, and the Mountain Bike Trail System improvements as illustrated on Exhibits B and C, and described in detail below for the future enjoyment of the public, free of charge, subject to the terms and conditions set forth herein; and

WHEREAS, any approved fixed structures associated with the Home, Arboretum, or Mountain Bike Trail System (examples may include fencing, benches, off-street parking, signage, etc. as illustrated on the approved construction drawings on file with the City of Franklin Parks Department) shall not be altered, expanded, or in any way modified in any material way by Legacy with respect to the nature and intensity of its use without the written consent of the City (which shall not be unreasonably withheld, conditioned or delayed).

NOW, THEREFORE, in consideration of the terms, conditions and mutual agreements by and between the parties as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

I. AGREEMENT OF DEDICATION AND CONSTRUCTION

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Legacy agrees to provide City with a copy of the Certificate of Liability Insurance, which must show that the policy is active, prior to the signing of this agreement.
3. Legacy agrees to and has attached all pertinent exhibits to this contract prior to the first submittal of this agreement to the City for review. Legacy further understands that failure to provide all pertinent exhibits prior to the first submittal of this agreement for review will result in a potential delay in the agreement approval process.
4. Legacy and City agree that Legacy shall be eligible and shall receive an offset of applicable Parkland Impact Fees as hereafter set forth for the Historic Home restoration effort, Arboretum construction, and Mountain Bike Trail System, dedication of land and easements, and associated improvements as illustrated in Exhibit C and as allowed under Title 25, Chapter 4 of the City of Franklin Municipal Code.

5. The total estimated cost of land and/or easement dedication, design, and the cost of labor, equipment, supplies, and materials used to preserve the Historic Home, construct the Arboretum, and construct the Mountain Bike Trail improvement as illustrated in Exhibit C, is One Million Nine Hundred Seventy-Three Thousand Seventy-Four Dollars (\$1,973,074) as indicated in Exhibit E, and the estimated total offset to Legacy is One Million Eight Hundred Thirty Three Thousand Five Hundred Four and 00/100 (\$1,833,504.00), as indicated on Exhibit F, upon submittal and approval of supporting documentation. The following costs are specifically excluded and not eligible for an offset: fiscal cost, including interest on money borrowed to finance the construction, cost for utility relocations, and other improvements that benefit the development.
6. Pursuant to Title 25, Chapter 4 of the Franklin Municipal Code, the eligible offset does and shall not exceed the total Parkland Impact Fees due for the Development Project.
7. The Historic Home, Arboretum, and Mountain Bike Trail system as depicted in Exhibits C and D shall be constructed, inspected, approved, and accepted in its entirety within two (2) years from the date of approval or the issuance of the first building permit for the development. Legacy shall post a Letter of Credit or cash surety with the City for the cost of the outstanding improvements as reasonably determined by the City of Franklin Parks Department Director prior to additional Certificate of Occupancy Permits being issued. Once the project has been accepted by the City, Legacy agrees to provide all finalized and approved detailed costs to the City at the final plat, and accurate reimbursement will be calculated and executed by the City
8. Legacy will build, restore, and construct the Historic Home, Arboretum, and Mountain Bike Trail as depicted in Exhibit C and as approved in the construction drawings approved by the City. The HPO and parkland dedication area on the Property totals approximately 10.03 acres. Upon acceptance of the restoration and construction per the plans on file with the City by Certificate of Occupancy, City will accept title to the Historic Structures, Arboretum, and Mountain Bike Trail System in fee simple by warranty deed and the City shall be responsible for maintaining the Historic Structures, Arboretum, and Mountain Bike Trail System.
9. Legacy shall be responsible for the location and protection of all existing utilities in accordance with State and local laws while utilizing the right-of-way. There shall be no offsets or reimbursement for relocating or protecting public utilities.
10. Legacy shall be solely responsible for the maintenance of the retaining wall, fencing, and parking stalls bordering the public right of way. Barring force majeure or weather delays, Legacy agrees, upon thirty (30) days written notice from the City, to remove, repair or replace trees, landscaping, and damage as described herein that may require reasonable removal, repair or replacement. The City reserves its right to determine health of the trees, landscaping, and condition of the retention wall, fencing, and parking stalls and, whether trees, landscaping, retention wall, fencing, and parking stalls are to be replaced and maintained. If no remedy is made within the specified time, the City reserves the

right to remove all affected trees and landscaping and repair the retention wall, fencing, and parking stalls with notice to Legacy and at the sole cost and expense of Legacy. Legacy shall submit payment for full cost and expense incurred by the City within forty-five (45) days of the date of the invoice.

11. Naming Rights. The policy of the City is to reserve naming or renaming of city assets to those circumstances which tradition and practice have shown to best serve the interests of the City and assure a worthy and enduring legacy for the City.
12. Organized Events. Events require a Special Event Permit which may be obtained through the Franklin Parks Department. No entity shall sponsor, host or organize an event at the Historic Home, Arboretum, and Mountain Bike Trail without prior approval of the Special Event Permit.
13. All improvements, uses, and activities shall comply with the policies established by the City of Franklin Zoning Ordinance and Municipal Code with the terms and conditions of this Agreement.
14. Upon completion and prior to acceptance of the Historic Home restoration, Arboretum construction, and Mountain Bike Trail improvements, Legacy will provide reasonable documentation for all such costs and provide notarized release of liens.
15. Final as-built plans shall be submitted immediately following completion of construction activities. If the project is developed in phases, as-built plans for each phase shall be submitted once the work is complete in that phase. Acceptance of Parkland dedication and construction projects will not be issued until satisfactory as-built plans have been approved by the Parks Department Director or designee and the City Engineer's designee. All aspects of the project that have been affected by construction shall be verified and appear on the as-built plans. This would include, but is not limited to the following items:
 - All property lines and easements
 - New and Existing structures (include restrooms, playground equipment, trail/multi-use paths, trail heads, pavilions, pools, athletic fields, athletic courts, athletic venues, etc.)
 - Location of all "as-built" work with station and offsets
 - Height and location of all fences, walls, screens, trees, and hedges over 42" tall
 - All commercial driveways, paved areas, and required parking spaces
 - All concealed components with station and offsets (include known buried cables, utilities, drainage structures, etc.)
 - All utilities
 - File formats shall be in a *.PDF along with either *.DWG, *.DXF, *.DGN, or AutoDACC14
 - Two paper sets

*Note: on all sheets referencing the Tennessee State Plane Coordination System, Zone 5301, Fipszone 4100; NAD 83 datum.

Concealed components will require documented proof to be submitted with the as-built plans in the form of a certified construction log that has been generated by the design engineer. As-built plans are required to be endorsed by a Tennessee registered professional engineer and or a registered land surveyor.

16. In the case of emergency situations where unplanned disturbance of the trees, landscaping, Home, Arboretum, and Mountain Bike Trail system, occurs due to natural disaster, emergency infrastructure repairs, or public safety/emergency response, and the City must act swiftly for the purposes of public safety, health and welfare, the City agrees to minimize disturbance to the extent feasible. The City will bring the site back to substantially similar condition as soon as practicable subject to budgetary constraints; other priorities that serve the public health, safety, and welfare; seasonal limitations for replacement or planting; and weather delays.
17. The Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement.
18. This Agreement is non-transferable to the successors or assigns of Legacy unless the successor assumes the same obligations of Legacy in writing. Such assignment shall be provided to the City within fifteen (15) days after the transfer of the Development Project. Upon transfer, Legacy shall be relieved from any and all further liability under this Agreement, including, without limitation, pursuant to Section 18 hereof. Legacy shall exercise the rights, privileges and permission granted herein at Legacy's own risk. Legacy shall not claim any damages from the City for any injuries or damages, including death, about or because the exercise of such rights, privileges or permission, the condition of the non-exclusive, all-access public easement or the use of the non-exclusive, all-access public easement excluding gross negligence or willful misconduct by the City and its Mayor, Aldermen, officers, employees, officials and agents. Legacy shall indemnify and hold harmless The City of Franklin, its officials and agents, its Mayor, Aldermen, officers, employees, officials and agents, from and against all claims, actual damages, actual losses and actual out-of-pocket expenses, including reasonable attorney's fees for outside counsel and costs, arising out of, resulting from, or in any way connected with the failure of Legacy to comply with any of the provisions specified herein or compliance with the approved plans. The City shall not be liable to Legacy should Legacy's use of the property be hindered or disturbed.
19. The City agrees that the terms and conditions contained herein shall be binding on and shall insure to its heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
20. Applicable Law/Choice Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to

that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.

21. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

City of Franklin
Attn: Vernon J. Gerth, ACA
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305

In the case of Legacy:

Goldberg Companies, Inc.
Attn: Jordan Goldberg
25101 Chagrin Blvd., Suite 300
Beachwood, OH 44122

Goldberg Companies, Inc.
Attn: Peter Nintcheff
25101 Chagrin Blvd., Suite 300
Beachwood, OH 44122

22. This Agreement shall be recorded with the Williamson County Register of Deeds with a copy maintained in the City Recorder's office in City Hall, Franklin, TN. Upon completion of this Agreement, the City agrees to cover the costs and responsibility associated with recording this Agreement.
23. This Agreement constitutes the entire agreement between parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

II. GENERAL TERMS AND CONDITIONS

1. **Personal Liability.**

No member, Mayor, Alderman, official, or employee of the City shall be personally liable to Legacy or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Association or successor or on any obligations hereunder; provided, however, the City shall remain liable to Legacy for its gross negligence and willful misconduct. The City shall only look to Legacy and the Development Project for the enforcement of Legacy's obligations hereunder. None of the trustees, officers, directors, employees, members, owners, partners or shareholders of Legacy or any direct or indirect owner of Legacy shall have any personal liability for any of the liability or obligations of Legacy in connection herewith.

2. **Warranties/Limitation of Liability/Waiver.**

The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies

provided by law and therefore any attempt by Legacy to limit its liability shall be void and unenforceable.

3. **Severability.**

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

[Signature pages follow next]

IN WITNESS WHEREOF the said parties have hereunto set their signatures, on this day and date first above written.

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____
Dr. Ken Moore, Mayor

By: _____
Eric S. Stuckey, City Administrator

Date: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, _____, a Notary Public of said State and County, personally appeared Dr. Ken Moore and Eric S. Stuckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and where, upon oath, Dr. Ken Moore acknowledged himself to be Mayor and Eric S. Stuckey acknowledged himself to be City Administrator of the City of Franklin, Tennessee, and that as such, being authorized to do so, have executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office, this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: Shauna R. Billingsley, City Attorney

LEGACY, LLC, an Ohio limited liability company

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF OHIO)
)
COUNTY OF _____)

On _____, before me, _____,
Notary Public, personally appeared _____ who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Ohio that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____(seal)
Signature

EXHIBIT B

Huffines Property PUD Subdivision Park Impact Fee Offset Narrative

The Legacy Cool Springs Apartments development plan proposes 426 residential units generating \$1,833,504.00 in Parkland Impact Fees. The project team intends to offset these Parkland Impact Fees through a combination of **land dedication** and **constructed improvements** to the national historic registered John Henry Carothers Home site at Huffine's Ridge.

Proposed Land Dedication:

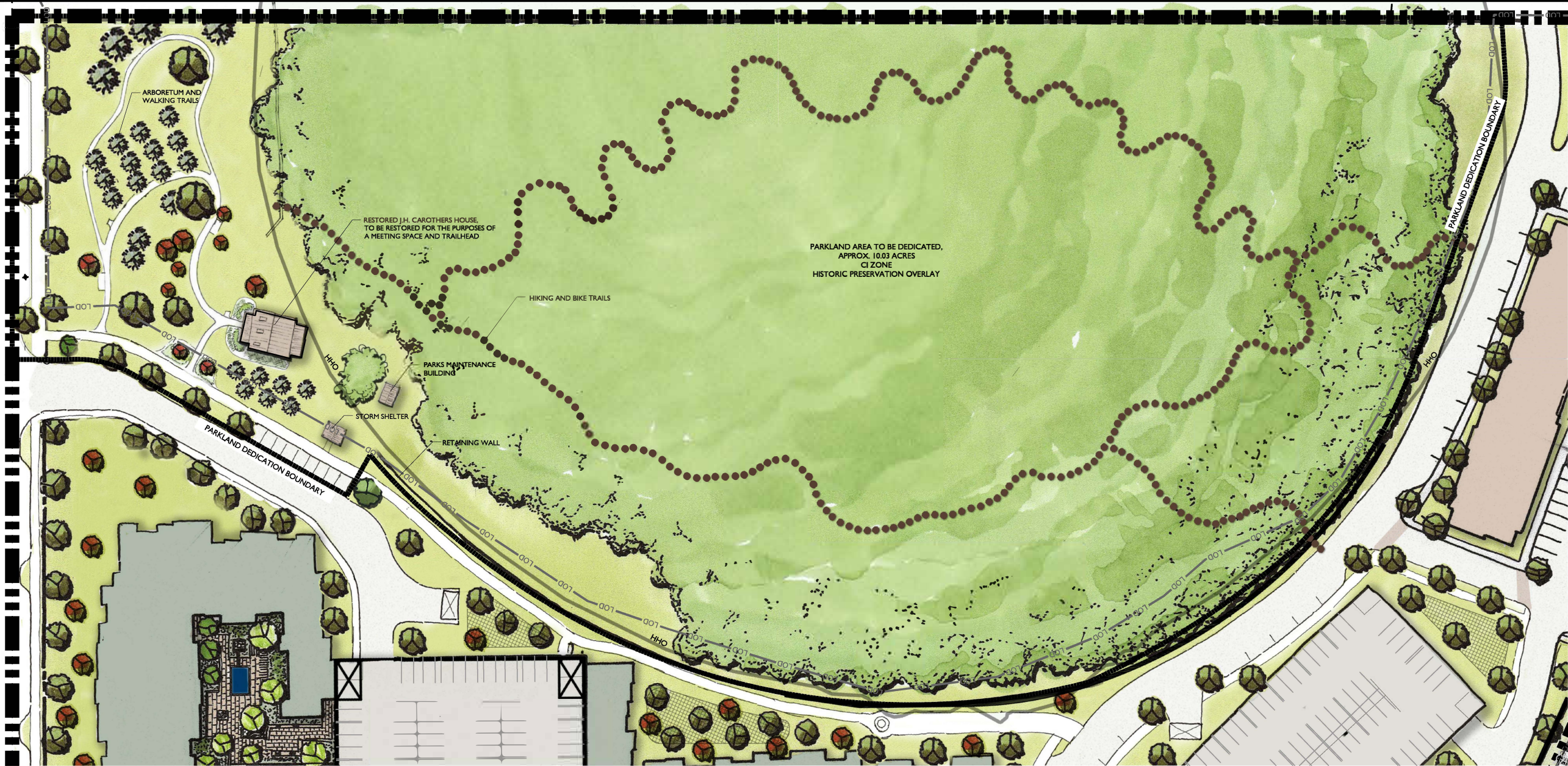
The proposed development plan (as re-submitted on February 7, 2019) shows a 10.03-acre parcel to be zoned Civic and Institutional (CI) with a Historic Preservation Overlay (HPO) which is home to the John Henry Carothers Home. These 10.03 acres are proposed to be dedicated to the City of Franklin as a park. This land has an offset value of \$62,121.00 per acre as established in the parkland dedication ordinance.

Proposed Constructed Improvements:

First and foremost, the project team intends to develop a mountain bike/hiking trail system as a continuation of trail systems proposed in development projects to the east. The J.H. Carothers house will be restored and will serve as a community meeting space and trailhead to the trail system. The team will work with COF parks staff to design and program this building to the standards required by the City.

The City of Franklin has expressed interest in additional improvements to the site of the historic home. The immediate surroundings of the home are proposed to be improved through the construction of an arboretum/community garden designed in partnership with Parks Staff. Additionally, a securable maintenance shed for park equipment and a covered storm shelter are to be built by using reused/recycled materials from the existing outbuildings on site to the greatest extent possible. Wayfinding and interpretive signage are also proposed.

The site is also intended to function as an extension of the trail network proposed on parcels to the east of Carothers Parkway. Mountain bike/hiking trails, a trailhead, wayfinding signage, and parking are all planned. The development team also proposes to restore and rebuild historic stone walls where possible and to re-use stone wall materials where walls cannot be rebuilt. The project additionally includes the construction of a four-rail horse fence with wire mesh to serve as a guardrail to proposed retaining walls.



PROPOSED PARKLAND DEDICATION - CONCEPTUAL



PARK IMPACT FEE OFFSET NARRATIVE

The Huffines Property PUD Development Plan proposes 426 residential units generating \$1,833,504 in Parkland Impact Fees. The project team intends to offset these Parkland Impact Fees through a combination of land dedication and constructed improvements to the national historic registered John Henry Carothers Home site on Huffines Ridge.

Proposed Land Dedication:

The proposed development plan (COF #6876) shows a 10.03-acre parcel to be zoned Civic and Institutional (CI) with a Historic Preservation Overlay (HPO) which is home to the John Henry Carothers Home. These 10.03 acres are proposed to be dedicated to the City of Franklin as a Park. This land has an offset value of \$62,121 per acre as established in the parkland dedication ordinance.

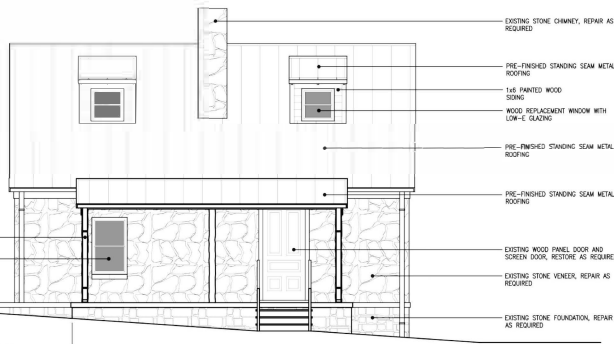
Proposed Constructed Improvements:

First and foremost, the project team intends to develop a mountain bike/hiking trail system as a continuation of trail systems proposed in development projects to the east of Carothers Parkway. In addition to trails, a trailhead, wayfinding signage, and parking are all planned. The J.H. Carothers house will be restored and will serve as a community meeting space and trailhead to the trail system. The team will work with COF parks staff to design and program this building to the standards required by the City.

The City of Franklin has expressed interest in additional improvements to the site of the historic home. The immediate surroundings of the home are proposed to be improved through the construction of an arboretum/community garden designed in partnership with Parks Staff. Additionally, a securable maintenance shed for park equipment and a covered storm shelter are to be built using reused/recycled materials from the existing outbuildings on site to the greatest extent possible. Also proposed are wayfinding and interpretive signage, and pedestrian lighting from the historic home to parking.

The development team also proposes to restore and rebuild historic stone walls where possible and to re-use stone wall materials where walls cannot be rebuilt. The project additionally includes the construction of a four-rail horse fence with wire mesh to serve as a guardrail to proposed retaining walls.

FINAL PLANS WILL BE PROVIDED AT SITE PLAN AND WILL REQUIRE HZC REVIEW.



NOTE: ELEVATIONS ARE PRELIMINARY

HISTORIC ZONING COMMISSION CERTIFICATE OF
APPROPRIATENESS IS REQUIRED PRIOR TO APPROVAL



Issued: Dec. 10, 2018

Revision Date
△
△
△
△



FUSION ARCHITECTURE, PC
116 MAJESTIC LANE
FRANKLIN, TENNESSEE 37064
V: 615.454.3916
W: FUSIONARCHITECTURE.COM

This drawing is the property of FUSION ARCHITECTURE, PC and is not to be reproduced or copied in whole or in part. It is only to be used for the project and site specifically identified herein.

Scales as stated hereon are valid on the original drawing only.

These plans were prepared in this office under our personal supervision, and to the best of our knowledge comply with state and local codes. We will generally administer construction.

By: _____

PHASE	REVISION	DATE
SCHEMATIC DESIGN		01.11.2019
DESIGN DEVELOPMENT		03.08.2019
CONSTRUCTION DOCUMENTS		--

JOHN CAROTHERS PROPERTY
HOUSE RESTORATION AND RENOVATION
HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37067

EXHIBIT
D

PROJECT NUMBER

03-014-18

SHEET TITLE

TITLE SHEET

SHEET NUMBER

G1.00

DESIGN DEVELOPMENT

JOHN CAROTHERS PROPERTY HOUSE RESTORATION AND RENOVATION

HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37067

INDEX OF DRAWINGS:

GENERAL (2)

G1.00 _____ TITLE SHEET, GENERAL INFORMATION
G2.00 _____ STANDARDS

ARCHITECTURAL (8)

A1.00 _____ ARCHITECTURAL SITE PLAN
A1.50 _____ DEMOLITION PLANS
A2.00 _____ LIFE SAFETY PLAN
A2.10 _____ ARCHITECTURAL FLOOR PLAN AND FINISH PLAN
A2.20 _____ ARCHITECTURAL CEILING PLAN AND ROOF PLAN
A4.00 _____ EXTERIOR ELEVATIONS
A4.10 _____ BUILDING SECTIONS
A4.11 _____ BUILDING SECTIONS

GENERAL NOTES:

- THE GENERAL CONTRACTOR IS RESPONSIBLE TO SUPPLY ALL SUBCONTRACTORS WITH CONSTRUCTION DRAWINGS AND SPECIFICATIONS NECESSARY TO BID AND/OR CONSTRUCT THIS PROJECT.
- ALL DIMENSIONS ON THE FLOOR PLANS, UNLESS OTHERWISE NOTED, ARE TAKEN FROM FACES OF STUDS OF EXTERIOR WALLS AND INTERIOR WALLS.
- THE OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE GENERAL CONTRACTOR OF ANY ADDITIONAL ITEMS TO BE INSTALLED THAT ARE NOT SHOWN ON THE DRAWINGS.
- ANY PENETRATIONS OF, OR MODIFICATIONS TO CONCRETE MUST BE COORDINATED WITH ARCHITECT PRIOR TO CONSTRUCTION.
- IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO INSURE THE SAFETY OF THE PUBLIC AND/OR WORK PERSONS ON THE JOB AND TO PREVENT ACCIDENTS OR INJURY TO ANY PERSON ON, ABOUT OR ADJACENT TO THE PREMISES. THE CONTRACTOR SHALL COMPLY WITH ALL LAWS, ORDINANCES, CODES, RULES AND REGULATIONS RELATIVE TO SAFETY AND THE PREVENTION OF ACCIDENTS.
- WHETHER OR NOT SPECIFICALLY INDICATED ON THE DRAWINGS, ALL CONTRACTORS SHALL BE RESPONSIBLE FOR REMOVING OR DEMOLISHING EXISTING CONSTRUCTION (INCLUDING UTILITIES) WHICH WILL INTERFERE WITH NEW WORK.
- PRIOR TO THE SHUT-DOWN OR TYING INTO ANY UTILITY, APPROVAL SHALL BE OBTAINED FROM THE OWNER'S REPRESENTATIVE.
- COORDINATE WITH OWNER'S REPRESENTATIVE, LOCATION OF CONTRACTORS' EQUIPMENT AND MATERIAL STORAGE.
- ALL MECHANICAL WORK SHALL BE PERFORMED BY A LICENSED MECHANICAL CONTRACTOR AND IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS.
- ALL PLUMBING WORK SHALL BE PERFORMED BY A LICENSED PLUMBING CONTRACTOR ALL IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS.
- ALL ELECTRICAL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR AND IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS.
- ALL STRUCTURAL FRAMING WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS.

PROJECT INFORMATION:

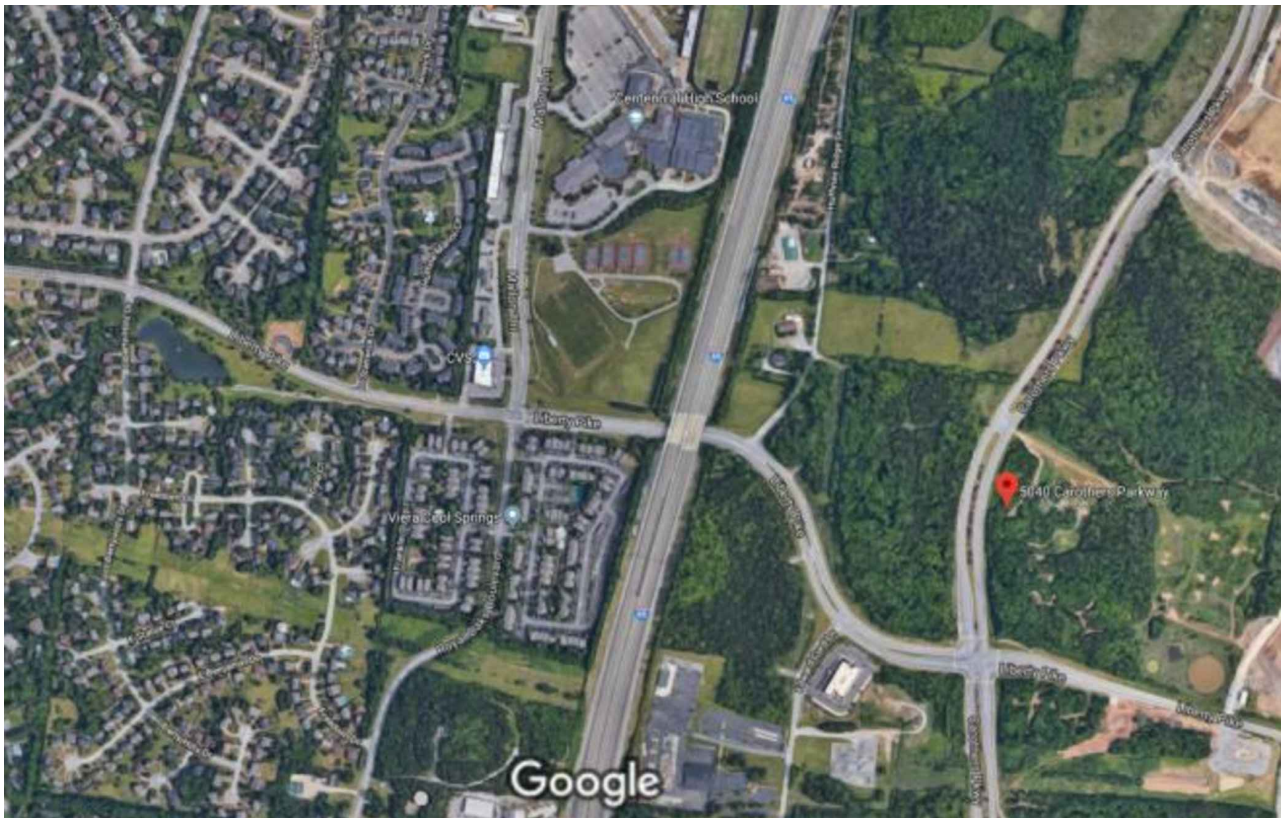
OCCUPANCY CLASSIFICATION: BUSINESS: GROUP B
IBC: BUSINESS: GROUP B
NFPA: NEW BUSINESS: - CHAPTER 38
TYPE OF CONSTRUCTION:
IBC: TYPE V (R)
NFPA: TYPE V (000)
ALLOWABLE NO. OF STORIES: 2
NO. OF STORIES: 1
ALLOWABLE BUILDING HEIGHT: 40'-0"
BUILDING HEIGHT: 20'-0"
ALLOWABLE BUILDING AREA: 9,000 S.F.
BUILDING AREA: 1,068 S.F.

OCCUPANT LOAD: 44 OCCUPANTS
ASSEMBLY USE: 42 OCCUPANTS
KITCHEN USE: 2 OCCUPANTS

APPLICABLE BUILDING CODES AND STANDARDS:

2018 INTERNATIONAL BUILDING CODE INCLUDING APPENDICES D, G AND K
2018 INTERNATIONAL ENERGY CONSERVATION CODE (FOR BUILDINGS REVIEWED UNDER THE IBC)
2018 INTERNATIONAL FIRE CODE INCLUDING APPENDICES B, C AND D
2018 NFPA LIFE SAFETY CODE 101
2017 NATIONAL ELECTRIC CODE
2018 INTERNATIONAL PLUMBING CODE
2018 INTERNATIONAL MECHANICAL CODE
2018 INTERNATIONAL FUEL GAS CODE
2017 ICC A 117.1 ACCESSIBLE AND USEABLE BUILDINGS AND FACILITIES
2018 INTERNATIONAL EXISTING BUILDING CODE
2018 INTERNATIONAL RESIDENTIAL CODE INCLUDING APPENDICES G AND J
2009 INTERNATIONAL ENERGY CONSERVATION CODE (FOR BUILDINGS REVIEWED UNDER THE IRC)
2018 INTERNATIONAL PROPERTY MAINTENANCE CODE
2018 INTERNATIONAL SWIMMING POOL AND SPA CODE

VICINITY MAP:



PROJECT DESCRIPTION:

THIS PROJECT INVOLVES THE CONVERSION OF AN EXISTING SINGLE FAMILY RESIDENCE INTO A PUBLIC MEETING SPACE WITH RESTROOM FACILITIES AND WARMING KITCHEN. THIS CONVERSION INCLUDES ARCHITECTURAL, PLUMBING, MECHANICAL, AND ELECTRICAL WORK.

PROFESSIONAL OF RECORD:

ARCHITECT:

FUSION ARCHITECTURE, PC
116 MAJESTIC LANE
FRANKLIN, TENNESSEE 37064
VOICE: 615.454.3916
CONTACT: KYLE M. KRAMER, ARCHITECT
EMAIL: kkramer@fusionarchitecture.com

SYMBOLS LEGEND:

XXX	ROOM NUMBER	DETAIL TAG	X	KEY NOTE
XXX	DOOR NUMBER		P-X	PARTITION TAG
X	WINDOW TAG	PHOTO TAG		
XX	COLUMN GRID TAG	X	X	KEY NOTE
XAX.XX	ELEVATION TAG	X	X	KEY NOTE
XAX.XX	SECTION TAG	X	X	KEY NOTE

CONSULTANTS:

HATCH LEGEND:

PLAN:	SPANDREL GLASS	INSULATION
NEW WALL	SECTION:	PLYWOOD
BRICK	BRICK	RIGID INSULATION
ELEVATION:	C.M.U.	GYP. BD. / M.D.F. / SAND
GYP. BD. / STUCCO	CONCRETE	EARTH
CLEAR GLASS	STEEL	

GENERAL NOTES:

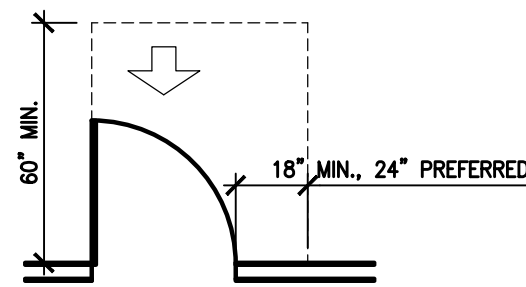
1. DETAILS AND NOTES ON THIS SHEET SHALL GOVERN STANDARD DIMENSIONS, CLEARANCES, AND MOUNTING LOCATIONS. CONTRACTOR SHALL IMMEDIATELY BRING TO ARCHITECT'S ATTENTION ANY DISCREPANCIES BETWEEN INFORMATION ON THIS SHEET AND ANY OTHER INFORMATION IN PLANS.

2. ALL NOTES, ABBREVIATIONS AND DETAILS MAY NOTE APPLY.

ABBREVIATIONS:

A	AMPERES	F.F.E.	FINISH FLOOR ELEVATION	OPNG.	OPENING
A.B.	ANCHOR BOLT	F.N.	FIELD NAILING	OPPO.	OPPOSITE
A.F.F.	ABOVE FINISHED FLOOR	F.O.	FACE OF	P.C.	PRECAST CONCRETE
A.F.G.	ABOVE FINISHED GRADE	F.S.	FLOOR SINK	P.L. or R.	PROPERTY LINE
A/C	AIR CONDITIONING	F/G	FIBERGLASS	P.L.M.	PLASTIC LAMINATE
ABC	AGGREGATE BASE COURSE	FAB.	FABRICATE	P.O.C.	POINT OF CONNECTION
ABS	ACRYLONITRILE-BUTADIENE-STYRENE	FAOP	FIRE ALARM CONTROL PANEL	PERF.	PERFORATED
ABV.	ABOVE	FDC	FIRE DEPARTMENT CONNECTION	PERP. or $\perp$	PERPENDICULAR
ACB	ASBESTOS-CEMENT BOARD	FDN.	FOUNDATION	PH or θ	PHASE
ACOU.	ACOUSTIC	FHC	FIRE HOSE CABINET	PL	PLASTER
ACT	ACOUSTICAL CEILING TILE	FIN.	FINISH	PL. or R.	PLATE
ADD.	ADDITION or ADDENDUM	FL	FLOOR	PLAS.	PLASTIC
AG	ABOVE GRADE	FLG.	FLOORING	PLUMB.	PLUMBING
AHU	AIR HANDLING UNIT	FLUOR.	FLUORESCENT	PLYMD.	PLYWOOD
AL or ALUM.	ALUMINUM	FP	FIRE PROOF	PORC.	PORCELAIN
ALT.	ALTERNATE	FRP	FIBER REINFORCED PLASTIC	PREFAB.	PREFABRICATED
ANL	ANNEALED	FTG.	FOOTING	PSF	POUNDS PER SQUARE FOOT
ASPH.	ASPHALT	FURN.	FURNISH	PSI	POUNDS PER SQUARE INCH
AVG	AVERAGE	G.I.	GALVANIZED IRON	PTN.	PARTITION
AWG	AMERICAN WIRE GAUGE	GA.	GAUGE	PVC	POLYVINYLCHLORIDE
$\angle$	ANGLE	GLV.	GALVANIZED	PWR.	POWER
B.M.	BENCH MARK	GAR.	GARAGE	Q.T.	QUARRY TILE
B.N.	BOUNDARY NAILING	GFCI	GROUND FAULT CIRCUIT INTERRUPTER	QTY.	QUANTITY
B.O.	BOTTOM OF	GFI	GROUND FAULT INTERRUPTER	R	RADIUS
B.O.F.	BOTTOM OF FOOTING	GL	GLASS	RCP	REINFORCED CONCRETE PIPE
B.U.	BUILT UP	GLB	GLUE LAMINATED BEAM	R.D.L.	ROOF DRAIN LEADER
B/C	BACK OF CURB	GM	GRADE MARK	R.D.O.	ROOF DRAIN OVERFLOW
BD.	BOARD	GV	GATE VALVE	R.O.	ROUGH OPENING
BLDG	BUILDING	GRC	GALVANIZED RIGID TUBING	R.O.W. or	RIGHT OF WAY
BLK.	BLOCK	GYP.	GYP. BD.	R/W	REF.
BLKG.	BLOCKING	H.B.	HOSE BIBB	REIN.	REINFORCED
BLM.	BEAM	H.C.	HOLLOW CORE	REQ'D.	REQUIRED
BR	BRASS	H.M.	HOLLOW METAL	RET.	RETURN
BRG.	BEARING	H/C	HANDICAPPED	REV.	REVISION
BRZ	BRONZE	HDBD.	HARDBOARD	RM	ROOM
C.A.P.	CONCRETE ASBESTOS PIPE	HDW	HARDWARE	RMV.	REMOVE
C.D.	CONSTRUCTION DOCUMENTS	HGT.	HEIGHT	S.C.	SOLID CORE
C.I.P.	CAST IN PLACE	HOR.	HORIZONTAL	S.D.	SMOKE DETECTOR
C.J.	CONTROL JOINT	HTR	HEATER	S.O.V.	SHUT OFF VALVE
C.O.	CLEAN OUT	HVAC	"HEATING, VENTILATING & AIR CONDITIONING"	S/L	SKYLIGHT
C.T.	CERAMIC TILE	HW	HOT WATER	S/S	STAINLESS STEEL
CAB	CABINET	HYD.	HYDRAULIC	SC	SELF CLOSING
CAM.	CAMBER	I.C.	INTERCOM OUTLET	SCHED.	SCHEDULE
CCTV	CLOSED CIRCUIT TELEVISION	I.D.	INSIDE DIAMETER	SECT.	SECTION
CEN.	CEMENT	I.F.	INSIDE FACE	SES	SERVICE ENTRANCE SECTION
CFM	CUBIC FEET PER MINUTE	ID	IDENTIFICATION	SH	SHEET
CH or $\square$	CHANNEL	IG	ISOLATED GROUND	SIM.	SIMILAR
CKT. BRK.	CIRCUIT BREAKER	IMC	INTERMEDIATE METALLIC CONDUIT	SPACE	SPECS
CL or $\&$	CENTERLINE	IMPC	IMPREGNATED	SPKR.	SPEAKER
CLG.	CEILING	INCL.	"INCLUDE, INCLUSIVE"	SQ.FT. or SF	SQUARE FEET
CLKG.	CAULKING	INSUL.	INSULATION	SQ. IN.	SQUARE INCHES
CLD.	CLOSET	INT.	INTERIOR	STC	SOUND TRANSMISSION CLASS
CLR.	CLEAR	J-BOX	JUNCTION BOX	JCT	JUNCTION
CMP	CORRUGATED METAL PIPE	JST.	JOIST	STD.	STANDARD
CMU	CONCRETE MASONRY UNIT	JT.	JOINT	STL.	STEEL
CONTR.	CENTERED	K-D	KNOCK DOWN	SUSP.	SUSPENDED
COL.	COLUMN	KD	KILN DRIED	SW	SWITCH
COMB.	COMBINATION	KNO	KNOCK OUT	SYM	SYMMETRICAL
CONC.	CONCRETE	KNO	KNOCK OUT	STS.	SYSTEM
CONST.	CONSTRUCTION	L.E.D.	LIGHT EMITTING DIODE	T & G	TONGUE AND GROOVE
CONT.	CONTINUOUS	LFT.	LINEAR FEET	T.B.	THROUGH BOLT
CONTR.	CONTRACTOR	LAM	LAMINATE	T.M.B.	TELEPHONE MOUNTING BOARD
CU	COPPER	LAT.	LATERAL	T.O.	TOP OF
d	PENNY	LAV	LAVATORY	T.O.B.	TOP OF BEAM
D.F.	DRINKING FOUNTAIN	LD.	LEAD	T.O.C.	TOP OF CURB
D.G.	DECOMPOSED GRANITE	LN.	LINEAR	T.O.F.	TOP OF FOOTING
D.S.	DOWN SPOUT	LNO.	LINEOLEUM	T.O.J.	TOP OF JOIST
D/W	DISHWASHER	LT.	LIGHT	T.O.M.	TOP OF MASONRY
DBL.	DOUBLE	LTC.	LIGHTING	T.O.S.	TOP OF SLAB-TOP OF STEEL
DEMO	DEMOLITION	LVL	LAMINATED VENEER LUMBER	T.O.W.	TOP OF WALL
DI.	DIAGONAL	M.B.	MACHINE BOLT	T.S.	TUBE STEEL
DIAM.	DIAMETER	M.H.	MANHOLE	T.V.	TELEVISION OUTLET
DIAG.	DIAGONAL	M.I.	MALLEABLE IRON	TEL.	TELEPHONE
DN.	DOWN	M.O.	MASONRY OPENING	TH.	THRESHOLD
DR.	DOOR	MAR.	MARBLE	THD.	THREADED
E.A.	EXPANSION ANCHOR	MAS.	MASONRY	THK.	THICK
E.F.	EXHAUST FAN	MAT'L	MATERIAL	THRU	THROUGH
E.J.	EXPANSION JOINT	MAX.	MAXIMUM	TLT.	TOILET
EN.	END NAILING	MED.	MECHANICAL	TRANS.	TRANSFORMER
E.W.	EACH WAY	MFC.	MANUFACTURING	TYP.	TYPICAL
EA.	EACH	MFR.	MANUFACTURER	UNF.	UNFINISHED
EL.	ELEVATION	MIN.	MINIMUM	U.N.O.	UNLESS NOTED OTHERWISE
ELECT.	"ELECTRIC, ELECTRICAL"	MISC.	MISCELLANEOUS	UR	URINAL
ELEV.	ELEVATOR	MOD.	MODULAR	V.B.	VAPOR BARRIER
EMC	ELECTRICAL METALLIC CONDUIT	MUL.	MULLION	V.I.F.	VERIFY IN FIELD
EMT	ELECTRICAL METALLIC TUBING	N.I.C.	NOT IN CONTRACT	VA	VOLT AMPERE
ENT	ELECTRICAL NON-METALLIC TUBING	N.I.S.	NOT TO SCALE	VCT	VINYL COMPOSITION TILE
EQ.	EQUAL	N.C.M.	NON-CORROSIVE METAL	VERT.	VERTICAL
EQUIP.	EQUIPMENT	NFC	NOT FOR CONSTRUCTION	V.O.J.	VERIFY ON JOB
EST.	ESTIMATE	NLR.	NAILER	W/C	WATER CLOSET
EVAP.	EVAPORATIVE COOLER	NO.	NUMBER	WOW	WINDOW
EW	ELECTRIC DRINKING COOLER	NOM.	NOMINAL	WCT	WAINSCOT
EXC	EXCAVATE	O.C.	ON CENTER	WP	WEATHER PROOF
EXH.	EXHAUST	O.D.	OUTSIDE DIAMETER	WT.	WEIGHT
EXIST.	EXISTING	O.H.	OVER HANG	W/O	WITHOUT
EXT.	EXTERIOR	O.L.	OUTSIDE RADIUS	WD.	WOOD
F.A.	FIRE ALARM	O.I.	ORNAMENTAL IRON	W.L.	WROUGHT IRON
F.C.	FAN COIL	O.R.	OUTSIDE RADIUS	YD.	YARD
F.C.O.	FLOOR CLEAN OUT	OH	OVER HEAD		
F.D.	FLOOR DRAIN				
F.E.	FIRE EXTINGUISHER				
F.F.	FINISH FLOOR				

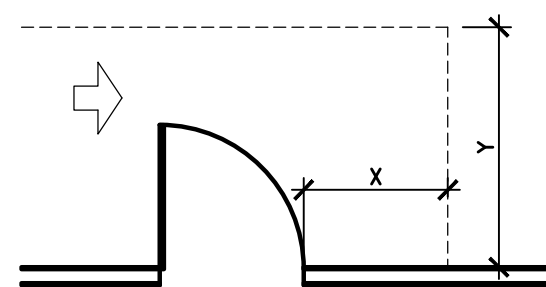
PULL SIDE



NOTE: ALL DOORS IN ALCOVES SHALL COMPLY WITH THE CLEARANCES FOR FRONT APPROACHES.

FRONT APPROACHES - SWINGING DOORS

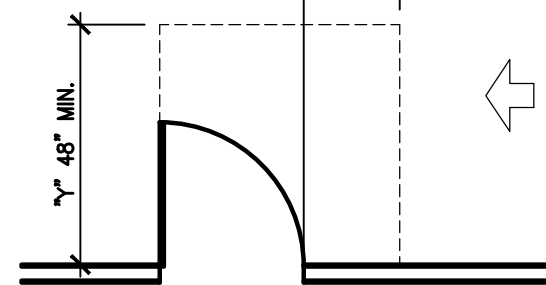
PULL SIDE



NOTE: X = 36IN MINIMUM IF Y = 60IN;
X = 42IN MINIMUM IF Y = 54IN

HINGE SIDE APPROACHES - SWINGING DOORS

PULL SIDE

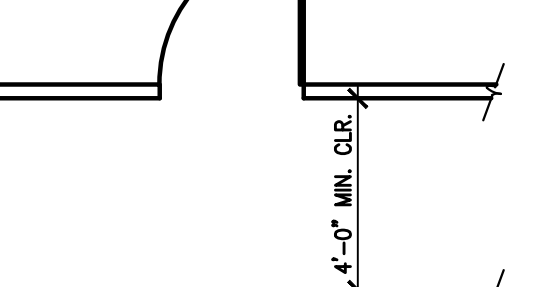


NOTE: ALL REQUIRED CLEAR FLOOR AREA SHALL BE LEVEL. EXTERIOR LANDINGS SHALL BE SLOPED NO GREATER THAN 1:50.

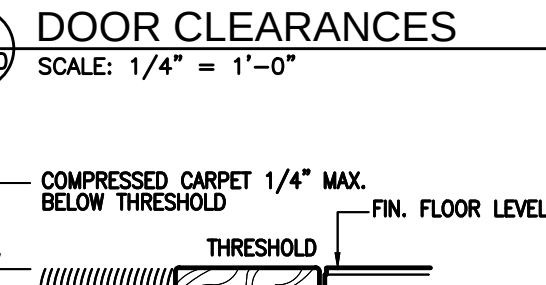
NOTE: Y = 54IN MINIMUM IF DOOR HAS A CLOSER.

LATCH SIDE APPROACHES - SWINGING DOORS

PULL SIDE



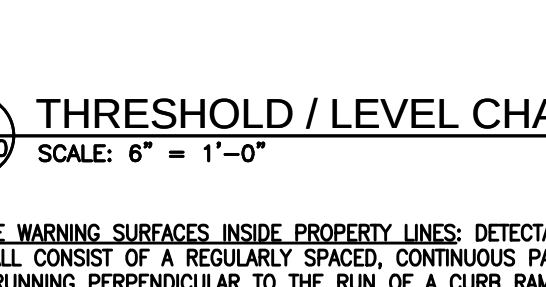
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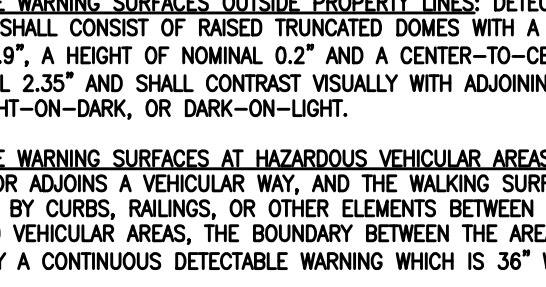
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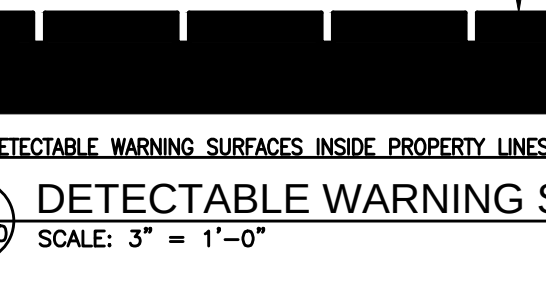
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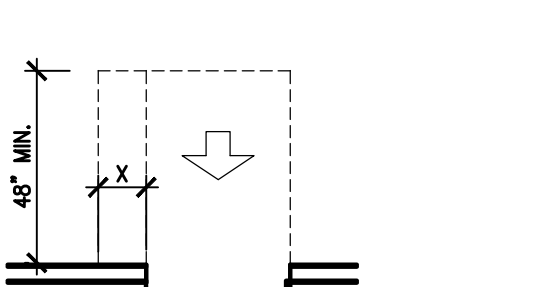
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PULL SIDE

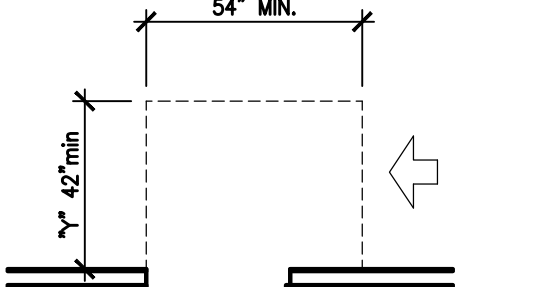


PUSH SIDE



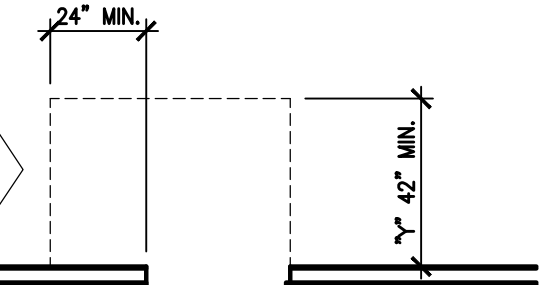
NOTE: X = 12 IN IF DOOR HAS BOTH A LATCH AND CLOSER

PUSH SIDE



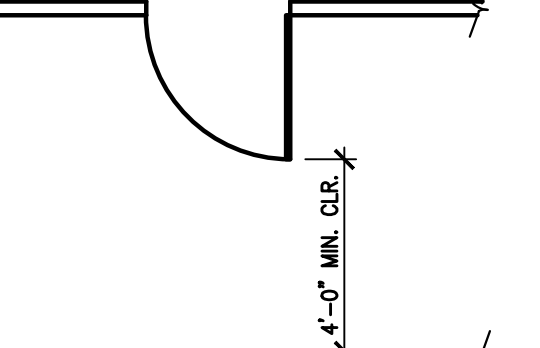
NOTE: Y = 48IN MINIMUM IF DOOR HAS BOTH A LATCH AND CLOSER

PUSH SIDE

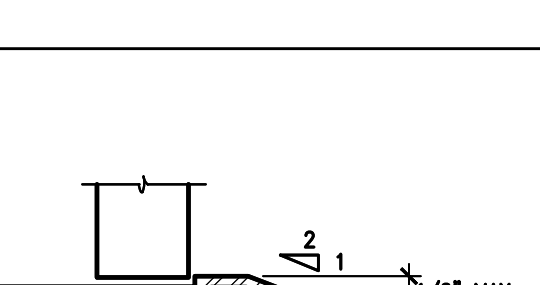


NOTE: Y = 48IN MINIMUM IF DOOR HAS A CLOSER.

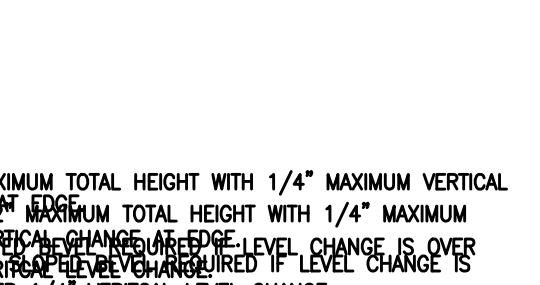
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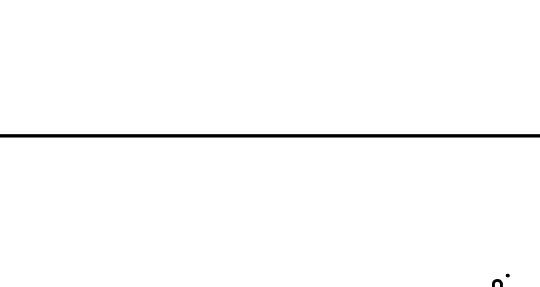
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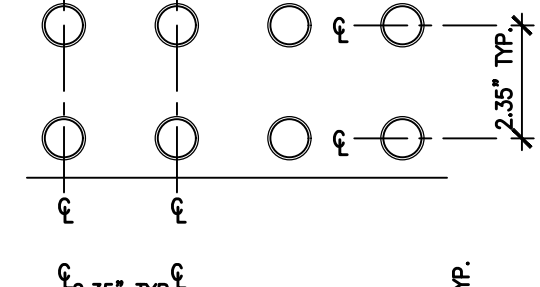
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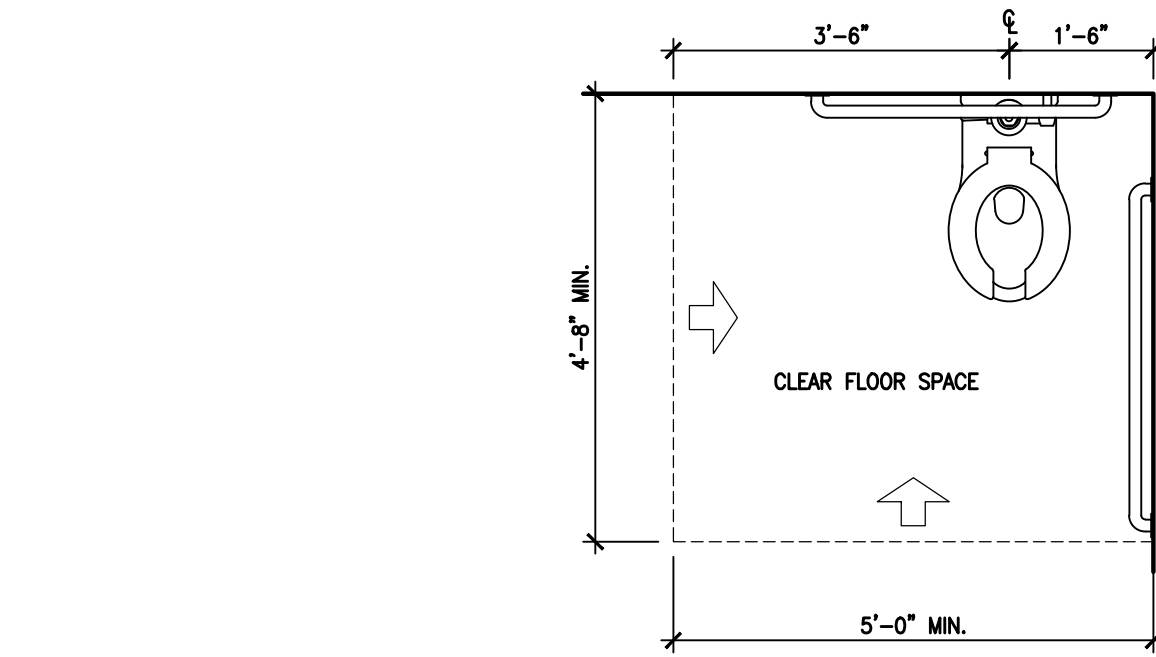
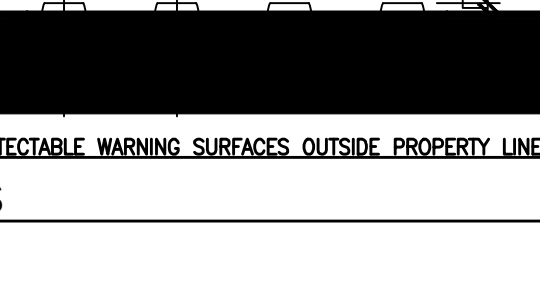
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PUSH SIDE

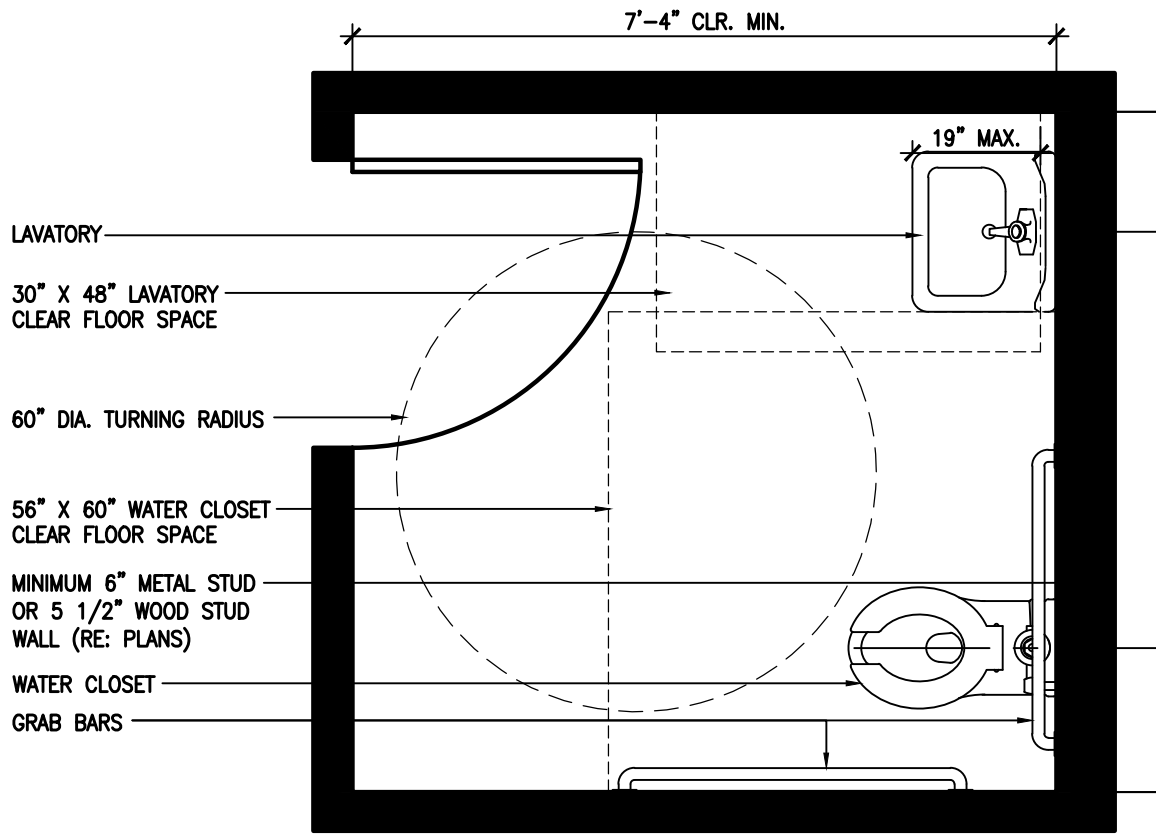


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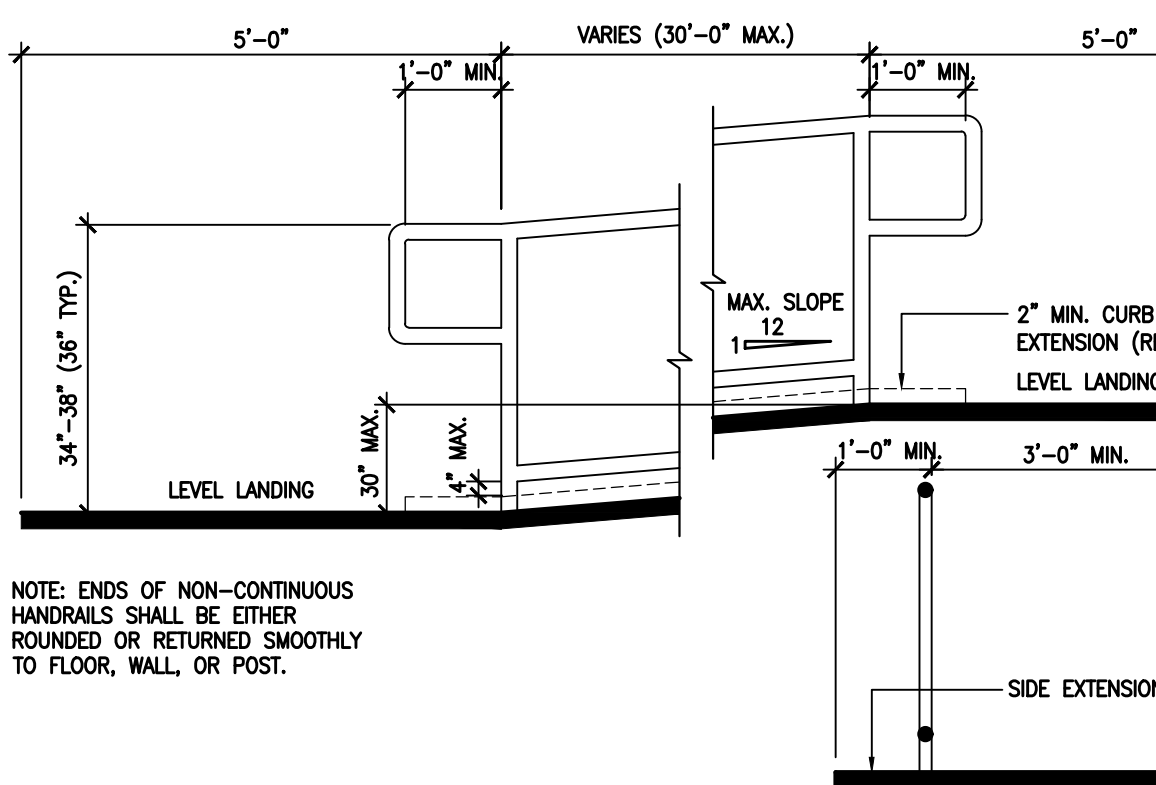
1 CLEAR FLOOR SPACE AT ACCESSIBLE WATER CLOSETS

SCALE: 1/2" = 1'-0"



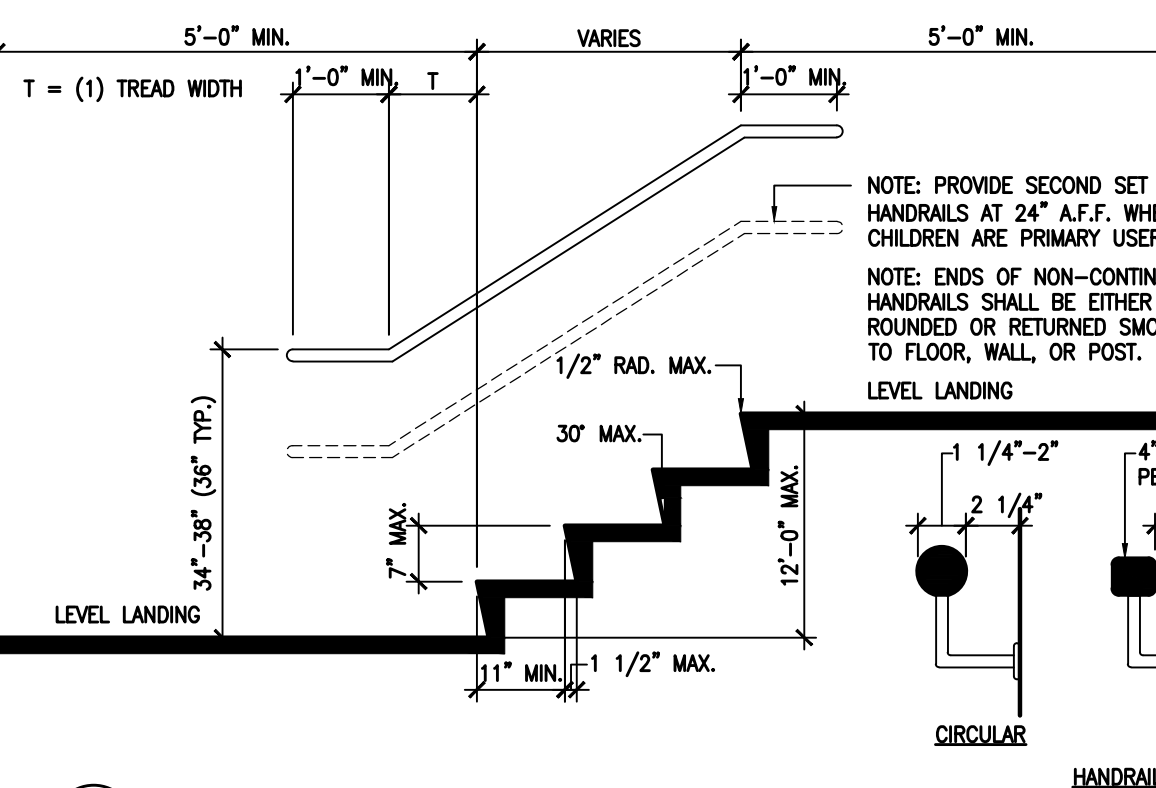
3 STANDARD ACCESSIBLE SINGLE FIXTURE TOILET

SCALE: 1/2" = 1'-0"



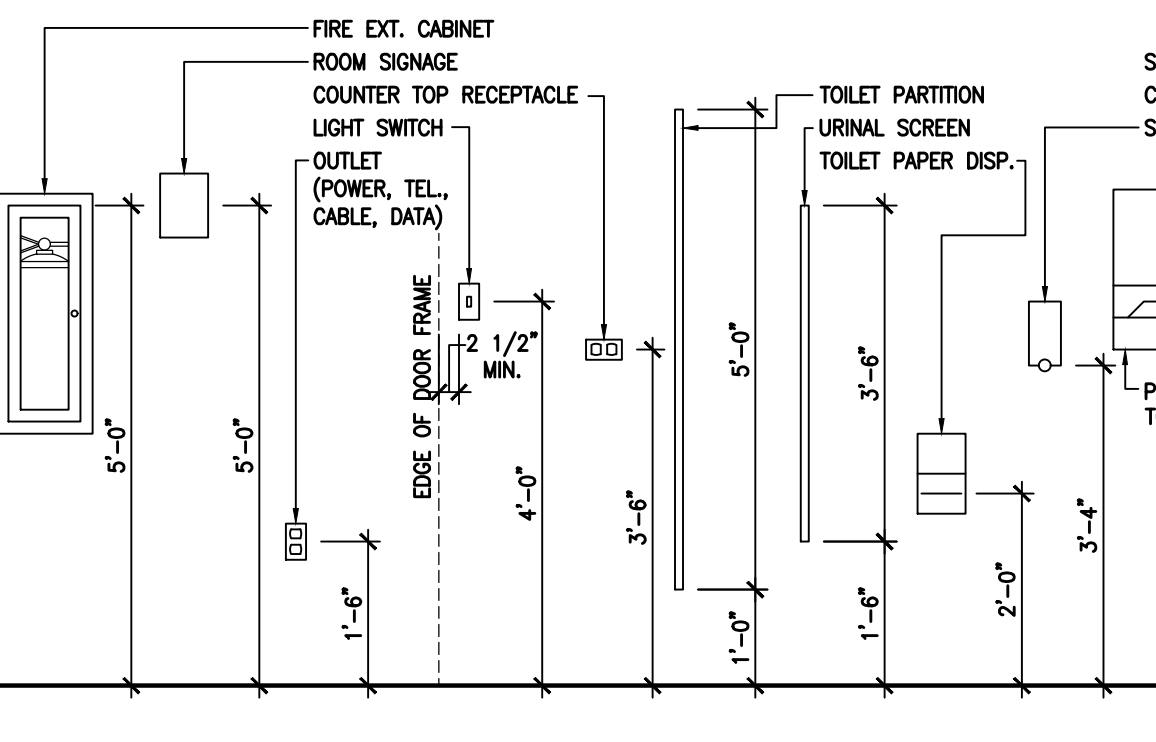
6 RAMP HANDRAIL

SCALE: 1/2" = 1'-0"



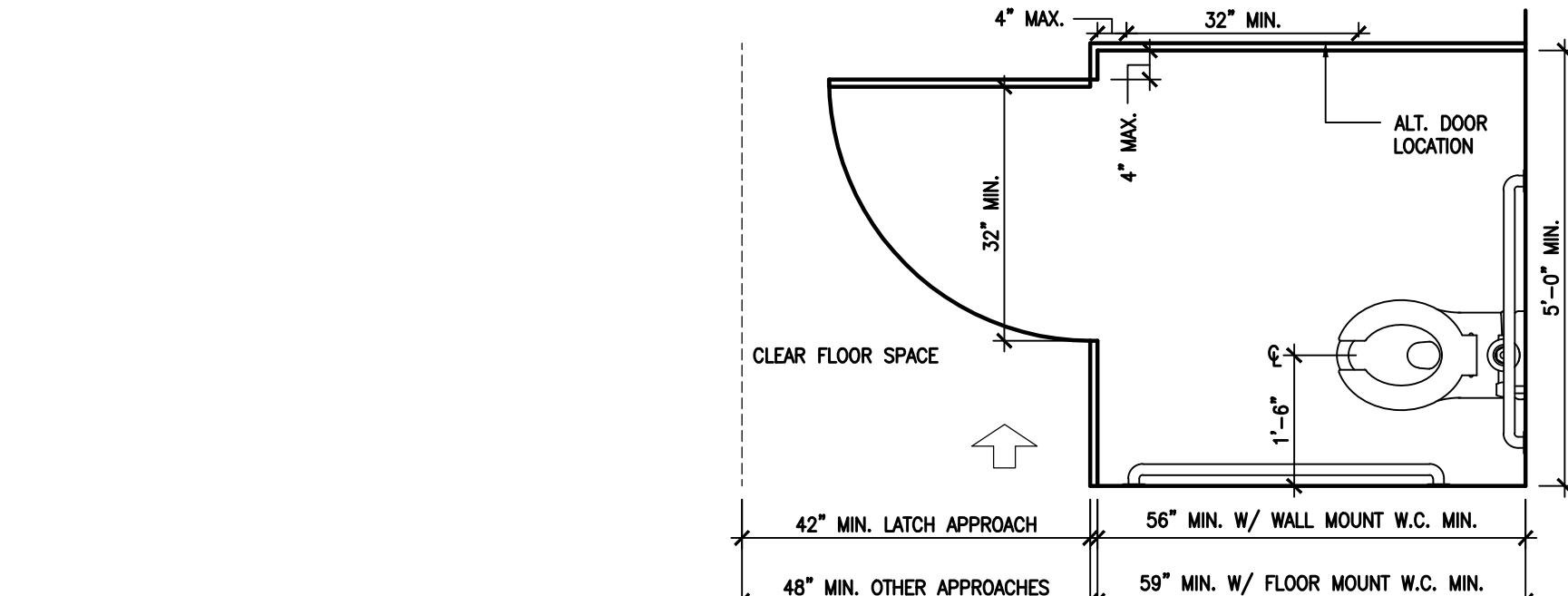
9 STAIR HANDRAIL

SCALE: 1/2" = 1'-0"



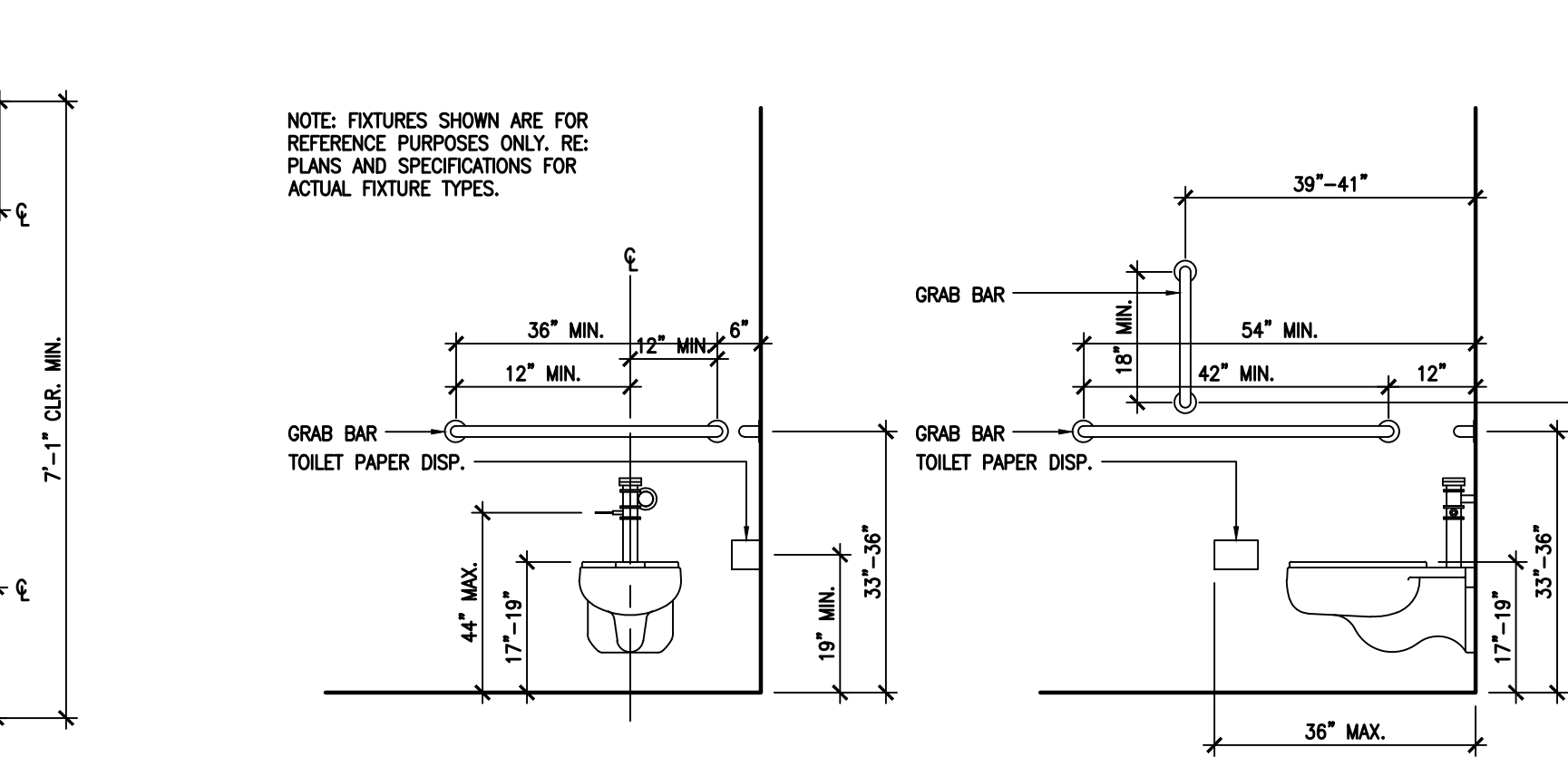
11 STANDARD MOUNTING HEIGHTS

SCALE: 1/2" = 1'-0"



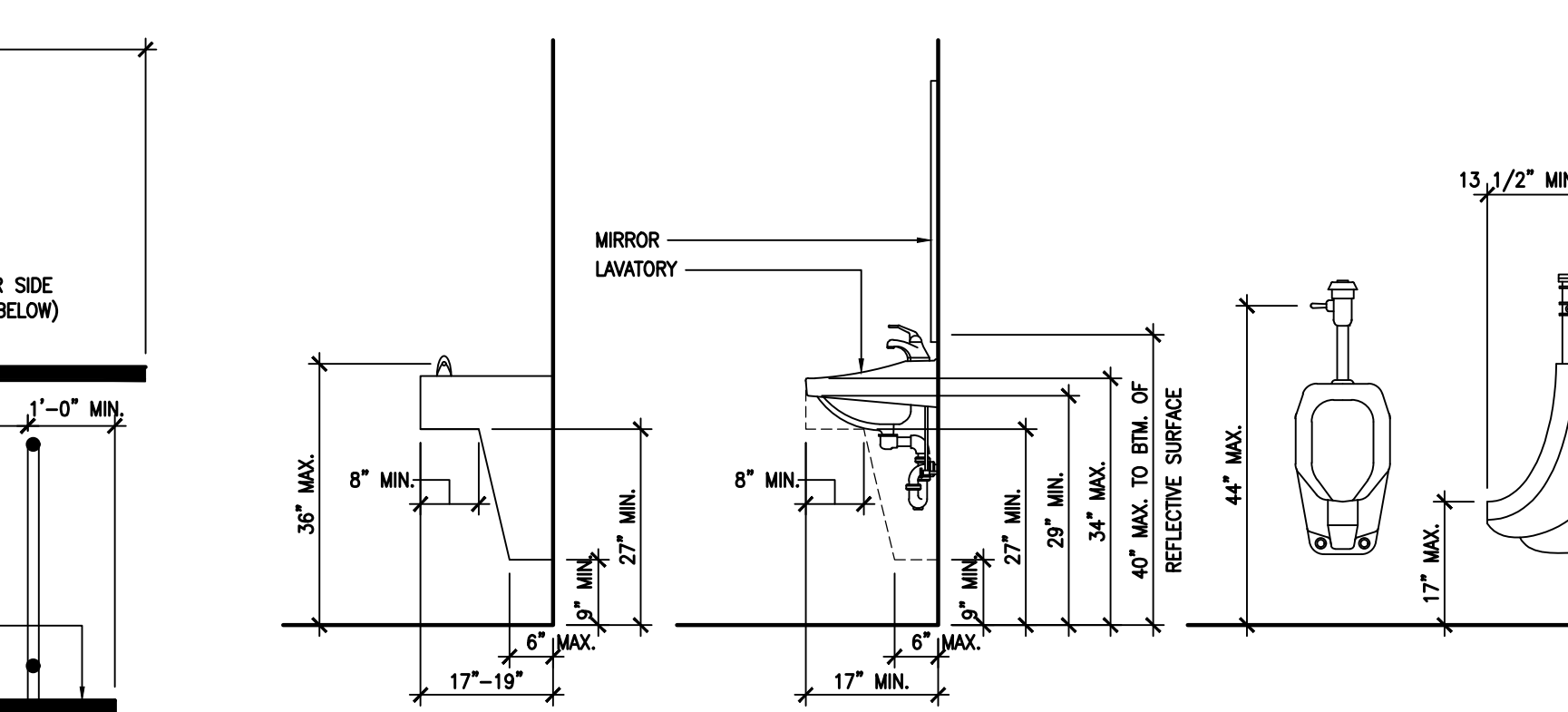
2 ACCESSIBLE TOILET STALL

SCALE: 1/2" = 1'-0"



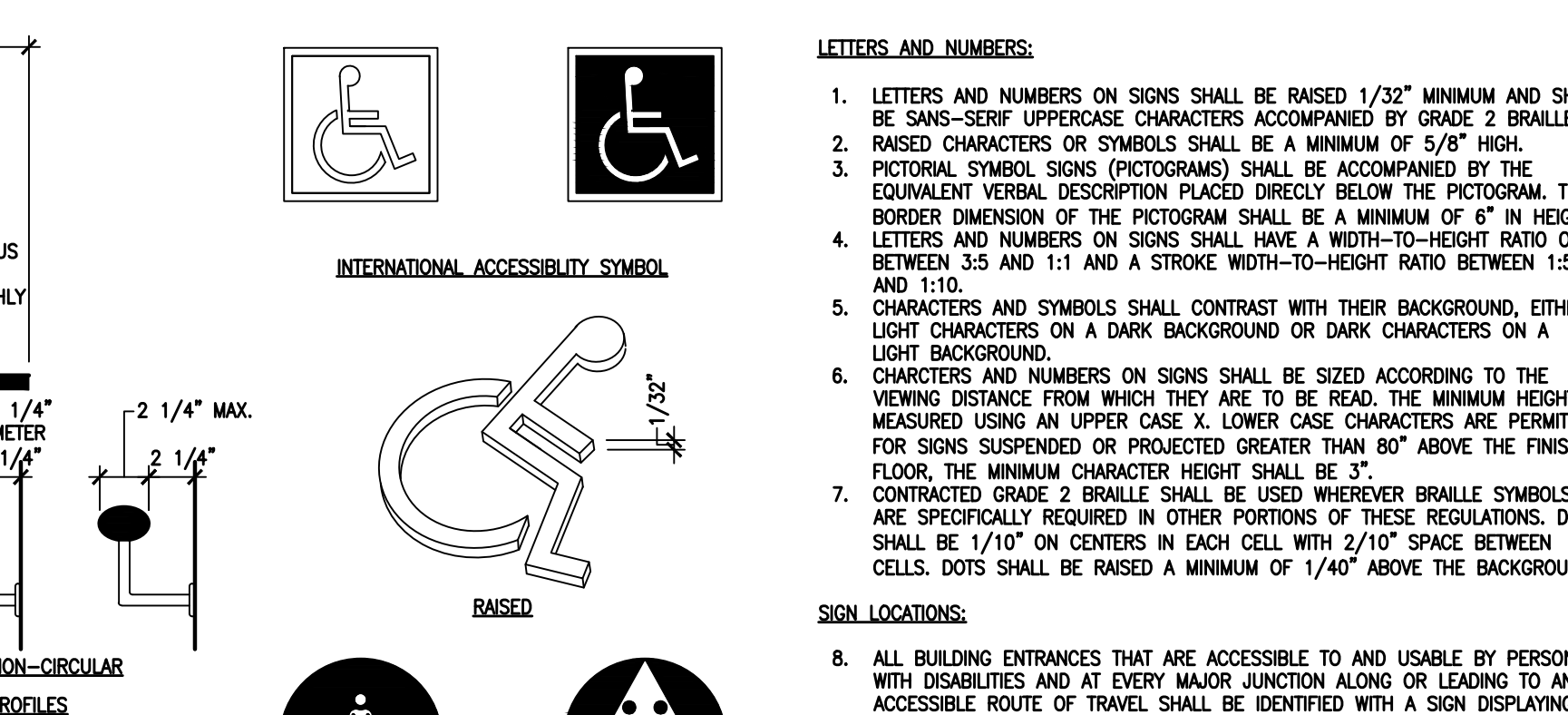
4 MOUNTING HEIGHTS AT ACCESSIBLE WATER CLOSETS

SCALE: 1/2" = 1'-0"



7 ACCESSIBLE E.W.C., LAVATORY AND URINAL

SCALE: 1/2" = 1'-0"



LETTERS AND NUMBERS:

1. LETTERS AND NUMBERS ON SIGNS SHALL BE RAISED 1/32" MINIMUM AND SHALL BE SANS-SERIF UPPERCASE CHARACTERS ACCOMPANIED BY GRADE 2 BRAILLE.

2. RAISED CHARACTERS OR SYMBOLS SHALL BE A MINIMUM OF 5/8" HIGH.

3. PICTORIAL SYMBOL SIGNS (PICTOGRAMS) SHALL BE ACCOMPANIED BY THE EQUIVALENT VERBAL DESCRIPTION PLACED DIRECTLY BELOW THE PICTOGRAM. THE BORDER DIMENSION OF THE PICTOGRAM SHALL BE A MINIMUM OF 6" IN HEIGHT.

4. LETTERS AND NUMBERS ON SIGNS SHALL HAVE A WIDTH-TO-HEIGHT RATIO OF BETWEEN 1.5 AND 1:1 AND A STROKE WIDTH-TO-HEIGHT RATIO BETWEEN 1:5 AND 1:10.

5. CHARACTERS AND SYMBOLS SHALL CONTRAST WITH THEIR BACKGROUND, EITHER LIGHT CHARACTERS ON A DARK BACKGROUND OR DARK CHARACTERS ON A LIGHT BACKGROUND.

6. CHARACTERS AND NUMBERS ON SIGNS SHALL BE SIZED ACCORDING TO THE VIEWING DISTANCE FROM WHICH THEY ARE TO BE READ. THE MINIMUM HEIGHT IS MEASURED USING AN UPPER CASE X. LOWER CASE CHARACTERS ARE PERMITTED FOR SIGNS SUSPENDED OR PROJECTED GREATER THAN 80" ABOVE THE FINISH FLOOR. THE MINIMUM CHARACTER HEIGHT SHALL BE 3".

7. CONTRACTED GRADE 2 BRAILLE SHALL BE USED WHENEVER BRAILLE SYMBOLS ARE SPECIFICALLY REQUIRED IN OTHER PORTIONS OF THESE REGULATIONS. DOTS SHALL BE 1/10" ON CENTERS IN EACH CELL WITH 2/10" SPACE BETWEEN CELLS. DOTS SHALL BE RAISED A MINIMUM OF 1/40" ABOVE THE BACKGROUND.

SIGN LOCATIONS:

8. ALL BUILDING ENTRANCES THAT ARE ACCESSIBLE TO AND USABLE BY PERSONS WITH DISABILITIES AND AT EVERY MAJOR JUNCTION ALONG OR LEADING TO AN ACCESSIBLE ROUTE OF TRAVEL SHALL BE IDENTIFIED WITH A SIGN DISPLAYING THE INTERNATIONAL SYMBOL OF ACCESSIBILITY AND WITH ADDITIONAL DIRECTIONAL SIGNS AS REQUIRED, TO BE VISIBLE TO PERSONS ALONG APPROACHING PEDESTRIAN WAYS.

9. WHEN PERMANENT IDENTIFICATION IS PROVIDED FOR ROOMS AND SPACES, RAISED LETTERS SHALL BE PROVIDED AND SHALL BE ACCOMPANIED BY BRAILLE. SIGNS SHALL BE INSTALLED ON THE WALL ADJACENT TO THE LATCH SIDE, INCLUDING AT DOOR, WHERE THERE IS NO WALL SPACE ON THE LATCH SIDE, INCLUDING AT LEFT DOORS, SIGNS SHALL BE PLACED ON THE NEAREST ADJACENT WALL, PREFERABLY ON THE RIGHT. MOUNTING HEIGHT SHALL BE 60" ABOVE THE FINISH FLOOR TO THE CENTERLINE OF THE SIGN. MOUNTING LOCATION SHALL BE DETERMINED SO THAT THE PERSON MAY APPROACH WITHIN 3" OF THE SIGNAGE WITHOUT ENCOUNTERING PROTRUDING OBJECTS OR STANDING WITHIN THE SWING OF A DOOR.

10. ADDITIONAL DIRECTIONAL SIGNS ALONG ACCESSIBLE PATH OF TRAVEL ARE REQUIRED.

11. BUILDINGS REMODELED TO PROVIDE ACCESSIBLE SANITARY FACILITIES FOR PUBLIC USE SHALL HAVE INFORMATION POSTED IN THE LOBBY AS PART OF THE BUILDING DIRECTORY.

INTERNATIONAL SYMBOL OF ACCESSIBILITY:

12. STANDARD USED TO IDENTIFY ACCESSIBLE FACILITIES.

13. WHITE FIGURE ON BLUE BACKGROUND.

14. WHEN ENFORCING AGENCY DETERMINES, IF APPROPRIATE, SPECIAL DESIGNS AND COLORS MAY BE APPROVED.

BRAILLE:

15. USE CONTRASTED GRADE 2 BRAILLE. DOTS TO BE 0.1 INCH ON CENTER IN EACH CELL.

16. 0.2 INCH SPACE BETWEEN CELLS.

17. DOTS RAISED MINIMUM 0.025 INCH ABOVE BACKGROUND.



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Scales as stated hereon are valid on the original drawing only.

These plans were prepared in this office under our personal supervision, and to the best of our knowledge comply with state and local codes. We will generally administer construction.

PHASE REVISION		DATE
SCHEMATIC DESIGN		01.11.2019
DESIGN DEVELOPMENT		03.08.2019
CONSTRUCTION DOCUMENTS		-

JOHN CAROTHERS PROPERTY
HOUSE RESTORATION AND RENOVATION
HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37067

EXHIBIT
D

PROJECT NUMBER

03-014-18

SHEET TITLE

ARCH. SITE PLAN

SHEET NUMBER

A1.00

LEGEND

- PROPERTY LINE (RE: SURVEY)
- BUILDING LINE
- POWER LINE (RE: SURVEY)
- IMPERVIOUS CONCRETE PAVING (RE: CIVIL DWGS.)
- CONCRETE SIDEWALK (RE: CIVIL DWGS.)
- SEWER MANHOLE
- WATER VALVE
- FIRE HYDRANT
- POWER POLE
- POLE LIGHT
- WATER METER
- GAS COCK AND METER
- ELECTRICAL METER
- ROOF DRAIN LINE

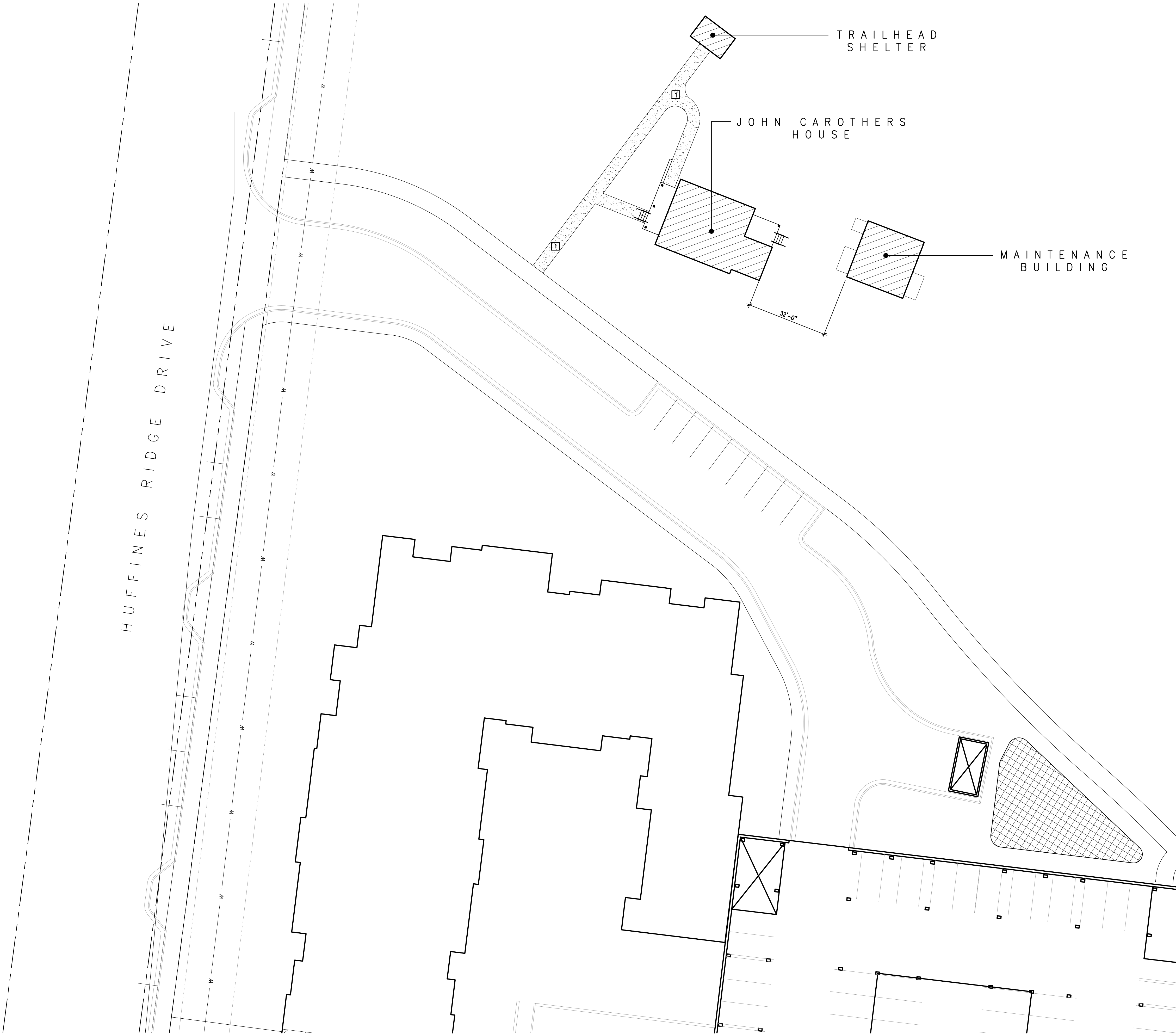
SITE PLAN GENERAL NOTES

- COORDINATE ALL WORK SCHEDULING AND COMPLY WITH SAFETY PROCEDURES THAT PROTECT ALL OCCUPANTS IN CONSTRUCTION AREAS.
- CONSTRUCTION DEBRIS SHALL BE REMOVED AND/OR STORED AWAY FROM THE BUILDING ON A DAILY BASIS. DISPOSE OF TRASH AS REQUIRED BY ORDINANCE OR CODE.
- PROPER SITE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES. DAMAGE CAUSED BY FAILING TO MAINTAIN SITE DRAINAGE SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- PROVIDE COMPACTED FILL AT RUTS OR HOLES CAUSED BY CONSTRUCTION ACTIVITIES. REPAIR ANY CONCRETE DAMAGED DURING CONSTRUCTION.
- ALL NEW PAVING SHALL BE REINFORCED CONCRETE. THICKNESS AND REINFORCING SHALL BE AS DETAILED ON CIVIL DRAWINGS.
- ACCESSIBLE PARKING SPACE TO BE DESIGNATED BY BLUE STRIPING AND EITHER A BLUE SYMBOL ON A WHITE BACKGROUND OR A WHITE SYMBOL ON A BLUE BACKGROUND. ACCESSIBLE PARKING STALLS REQUIRE THE INSTALLATION OF THE PROPER SIGNAGE.
- ALL PARKING SPACES SHALL BE LAD OUT IN ACCORDANCE WITH THE TYPICAL DETAIL AS SHOWN ON THIS PLAN, UNLESS OTHERWISE INDICATED ON THIS PLAN.
- PRIOR TO INSTALLATION AND POURING OF CONCRETE PAVING, CONTRACTOR SHALL VERIFY AND COORDINATE ALL CONDUIT SIZES AND ROUTES.
- REFERENCE LANDSCAPE DRAWINGS FOR PLANTING AND SEEDING SCOPE OF WORK.

PARKING SUMMARY

SITE PLAN KEYNOTES

- 1 NEW CONCRETE SIDEWALK
- 2 -
- 3 -
- 4 -
- 5 -





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Scales as stated herein are valid on the original drawing only.

These plans were prepared in this office under our personal supervision, and to the best of our knowledge comply with state and local codes. We will generally administer construction.

By:

PHASE	REVISION	DATE
SCHEMATIC DESIGN		01.11.2019
DESIGN DEVELOPMENT		03.08.2019
CONSTRUCTION DOCUMENTS		--

JOHN CAROTHERS PROPERTY
HOUSE RESTORATION AND RENOVATION
HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37067

EXHIBIT
D

PROJECT NUMBER

03-014-18

SHEET TITLE

DEMO. FLOOR PLAN

SHEET NUMBER

A1.50

LEGEND

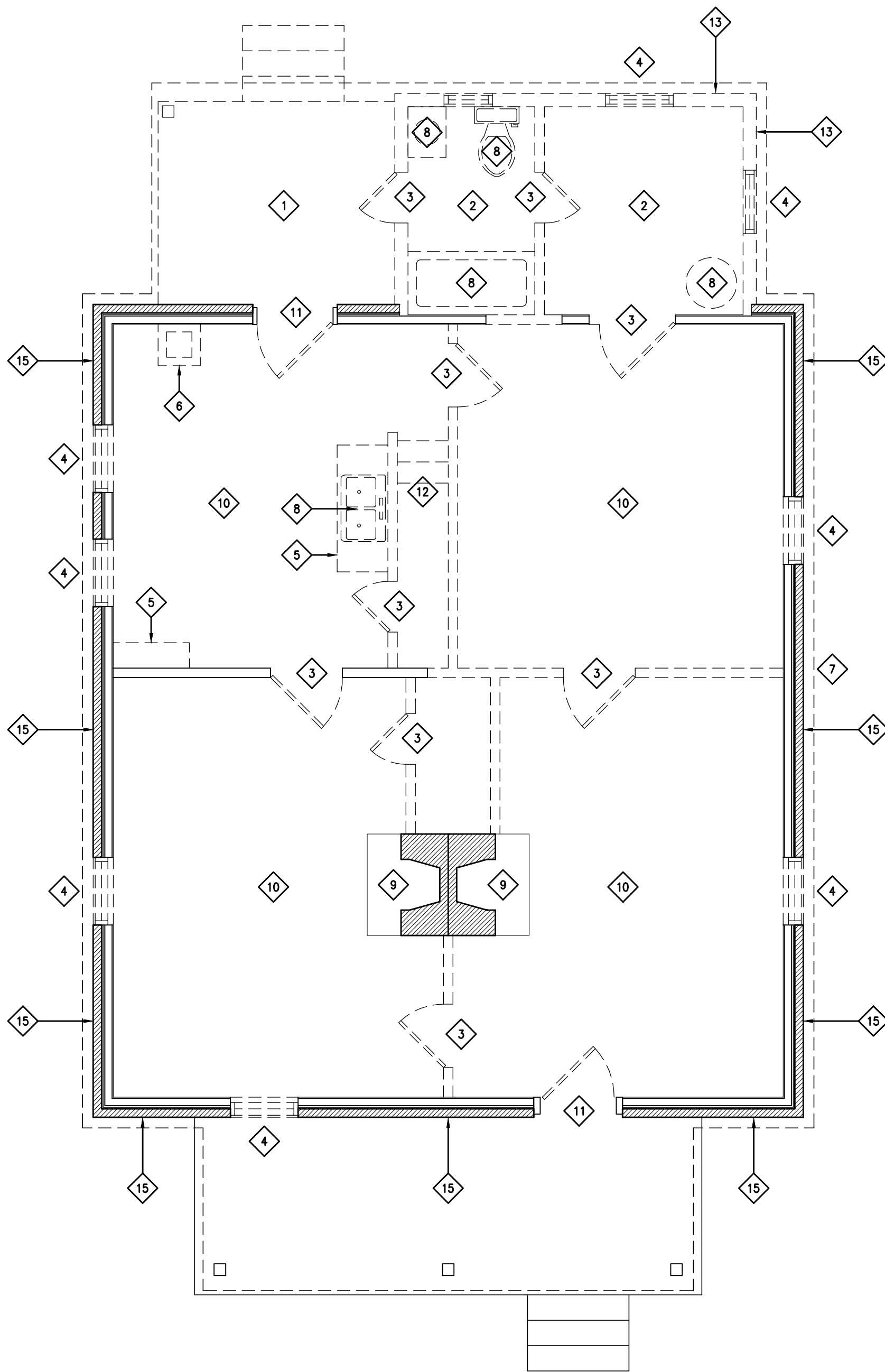
- EXISTING DOOR TO REMAIN EXISTING WALL TO REMAIN
- EXISTING DOOR TO BE REMOVED EXISTING WALL TO BE REMOVED

DEMOLITION PLAN GENERAL NOTES

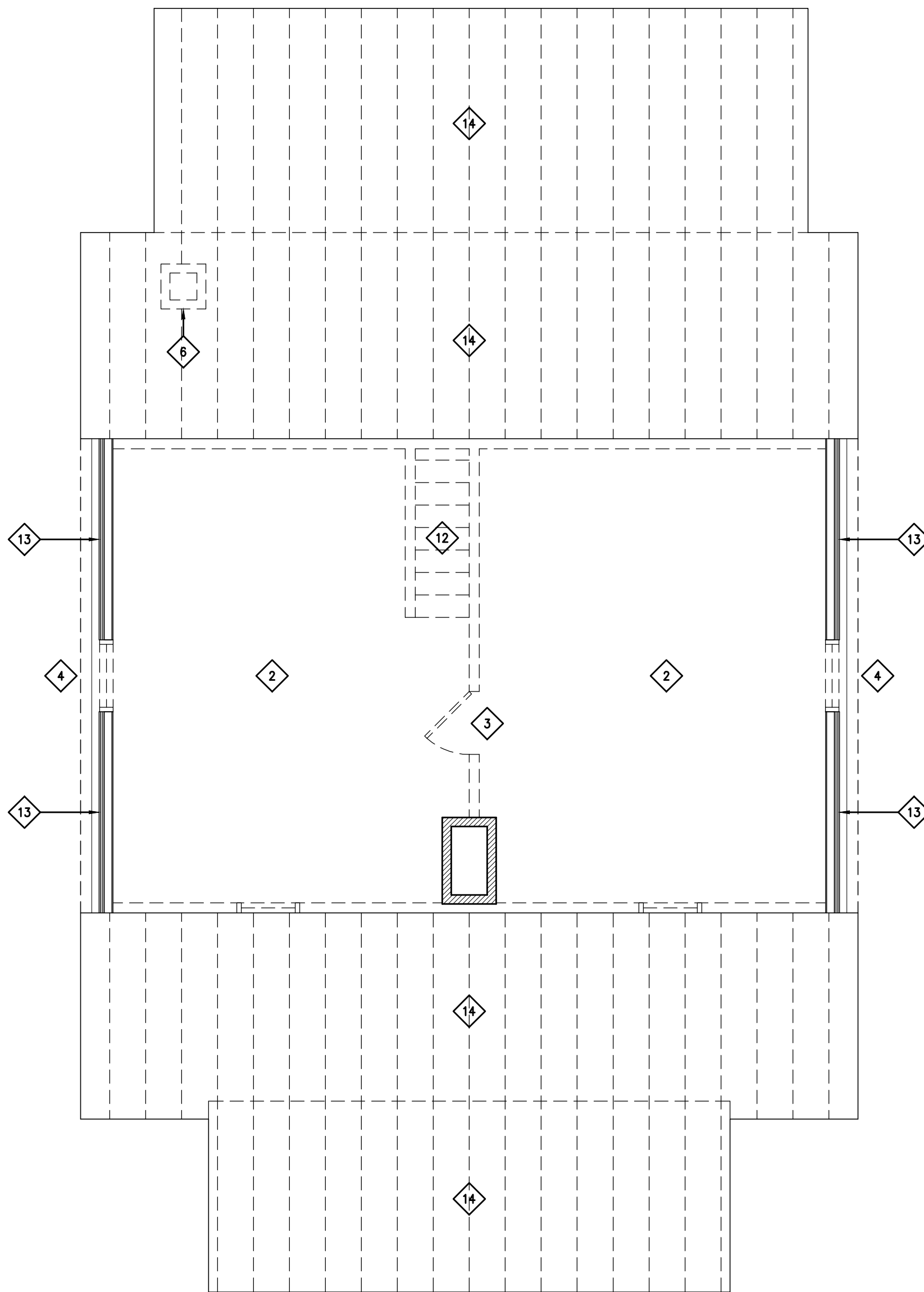
1. VERIFY FIELD CONDITIONS PRIOR TO COMMENCEMENT OF EACH PORTION OF WORK. NOTIFY ARCHITECT OF ANY DISCREPANCIES.
2. DIMENSIONS ARE TO STRUCTURAL GRID OR TO FINISH SURFACES, UNLESS NOTED OTHERWISE
3. WHERE PARTITION DEMOLITION OCCURS, PATCH AND REPAIR ADJACENT CEILINGS AND FLOORING CONDITIONS TO REMAIN FOR A UNIFORM APPEARANCE.
4. DO NOT DEMOLISH ANY LOAD BEARING WALLS OR CONSTRUCTION THAT WILL COMPROMISE THE STRUCTURAL INTEGRITY OF THE STRUCTURE. NOTIFY ARCHITECT OF ANY STRUCTURAL ISSUES ARISING FROM DEMOLITION.
5. REMOVE AND CAP ALL EXISTING ELECTRICAL CONDUIT/POWER OUTLETS THROUGHOUT PER ELECTRICAL CODE REQUIREMENTS.

DEMOLITION PLAN KEYNOTES

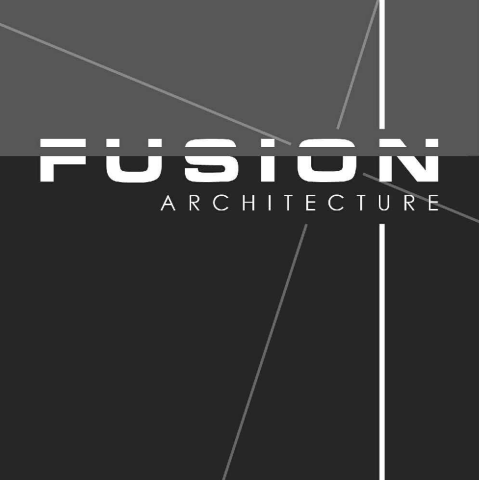
- 1 REMOVE EXISTING WOOD DECKING AND JOISTS.
- 2 REMOVE EXISTING FLOORING, SUB-FLOORING AND JOISTS.
- 3 REMOVE EXISTING DOOR AND FRAME.
- 4 REMOVE EXISTING WINDOW.
- 5 REMOVE EXISTING MILLWORK.
- 6 REMOVE EXISTING BRICK CHIMNEY.
- 7 EXISTING ELECTRICAL SERVICE TO BE REMOVED.
- 8 REMOVE EXISTING SINK. MODIFY WASTE, VENT AND WATER AS REQUIRED FOR NEW WORK.
- 9 EXISTING FIREPLACE TO REMAIN.
- 10 EXISTING WOOD FLOORS TO BE REMOVED AND RESTORED FOR REINSTALLATION.
- 11 EXISTING DOOR TO BE REMOVED AND RESTORED FOR REINSTALLATION.
- 12 EXISTING STAIRS TO BE REMOVED.
- 13 REMOVE EXISTING ASBESTOS SIDING.
- 14 REMOVE EXISTING METAL ROOFING.
- 15 EXISTING STONE VENEER TO BE REPAIRED AS REQUIRED.



1
A1.50
DEMOLITION FLOOR PLAN-FIRST FLOOR
SCALE: 1/4" = 1'-0"



2
A1.50
DEMOLITION FLOOR PLAN-SECOND FLOOR
SCALE: 1/4" = 1'-0"



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LIFE SAFETY PLAN

SHEET NUMBER

A2.00

LEGEND:

- EXIT ACCESS CORRIDORS
- TRAVEL DISTANCE
- RATED FIRE BARRIER
- REQUIRED EXIT (PANIC DEVICE AS NOTED)
- FIRE ALARM CONTROL PANEL
- FIRE EXTINGUISHER AND CABINET
- INDICATES 20 MIN. FIRE RATED DOOR AND FRAME
- INDICATES 45 MIN. FIRE RATED DOOR AND FRAME
- INDICATES 60 MIN. FIRE RATED DOOR AND FRAME
- INDICATES SMOKE PARTITION
- INDICATES 1/2-HOUR FIRE BARRIER
- INDICATES 1-HOUR FIRE BARRIER
- FIRE ALARM PULL STATION
- FIRE ALARM HORN AND STROBE DEVICE
- EXIT SIGN AND EMERGENCY LIGHT

LIFE SAFETY PLAN GENERAL NOTES:

- ALL ROOMS SHALL HAVE SIGNAGE TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT AS REQUIRED.
- PROVIDE 2A-10B-C FIRE EXTINGUISHERS AS SHOWN ON PLANS. (REFER TO FLOOR PLAN SYMBOL FOR PROPER LOCATION OF NEW EXTINGUISHERS) TOP OF EXTINGUISHERS SHALL BE MOUNTED @ 60" AFF (FOR EXTINGUISHERS WEIGHING LESS THAN 40 LBS.) (LAC: 55V: 303D / NFPA 10) NEW EXTINGUISHER CABINETS SHALL BE SEMI-RECESSED.
- REFERENCE ELECTRICAL DRAWINGS FOR ALL EMERGENCY AND REQUIRED EXIT LIGHTING.
- 101:6.2.2.3 CONTENTS OF THIS BUILDING SHALL BE CLASSIFIED AS ORDINARY HAZARD.

BUILDING AREA-OCCUPANT LOAD:

TOTAL BUILDING AREA:	1,015 SF
ASSEMBLY OCCUPANCY AREA:	632 SF / 15 = 42 OCCUPANTS
STORAGE OCCUPANCY AREA:	194 SF / 200 = 2 OCCUPANTS
TOTAL OCCUPANT LOAD:	44 OCCUPANTS

REQUIRED EXIT WIDTH:

NFPA 101, LIFE SAFETY CODE (2018 EDITION): TABLE 7.3.3.1:	
FIRST FLOOR EXIT WIDTH (LEVEL):	44 OCCUPANTS (0.2) = 8.8 INCHES 72 INCHES PROVIDED

REQUIRED SEPARATIONS:

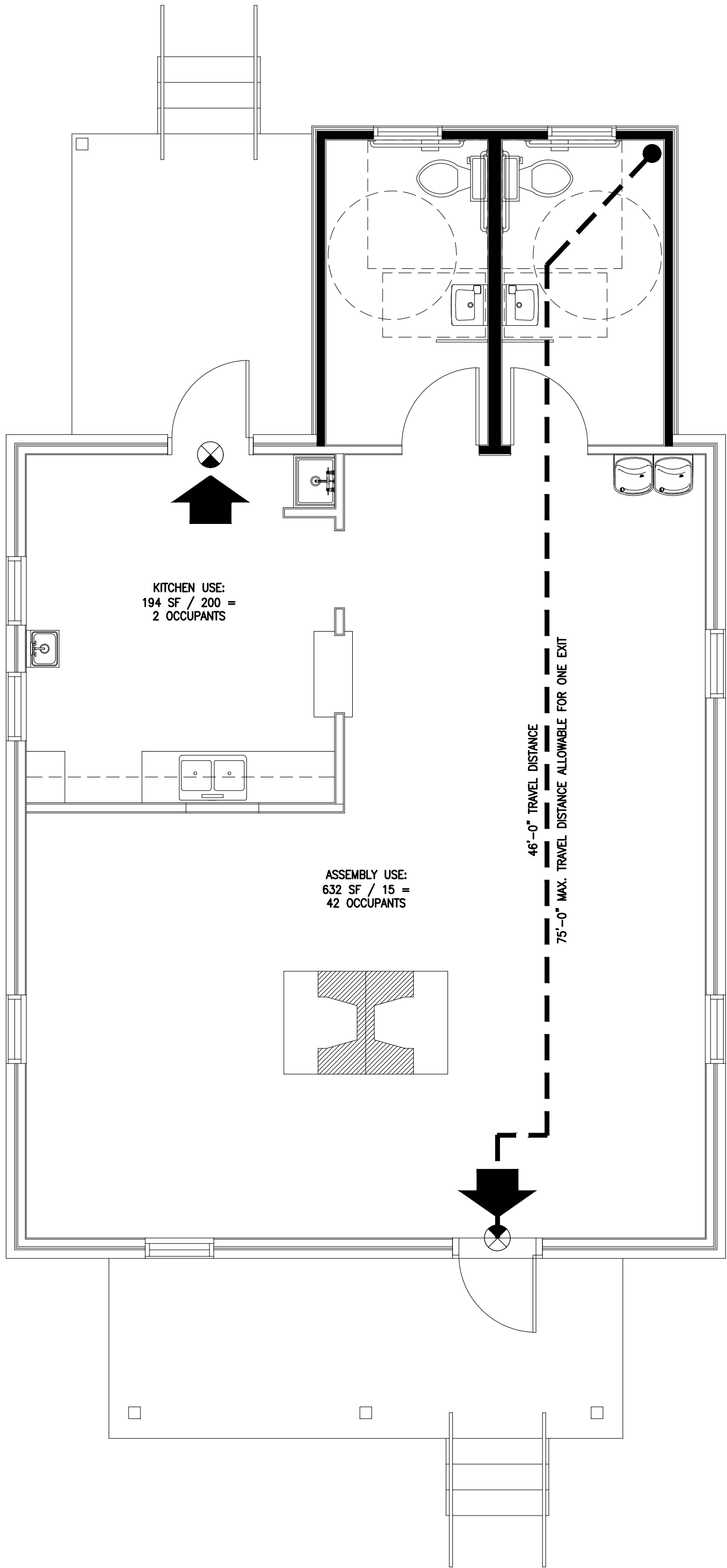
NFPA 101 (2018 EDITION), BUSINESS OCCUPANCY (CHAPTER 38):	
NONE.	
IBC (2018 EDITION)	NONE.

PROTECTION FROM HAZARDS:

NFPA 101 (2018 EDITION)	NONE.
IBC (2018 EDITION) TABLE 509	NONE.

PROTECTION OF EXIT ACCESS CORRIDORS:

NFPA 101 (2018 EDITION)	NONE.
IBC (2018 EDITION) TABLE 1018.1	NONE.





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D

PROJECT NUMBER

03-014-18

SHEET TITLE

ARCH. FLOOR PLAN

SHEET NUMBER

A2.10

LEGEND



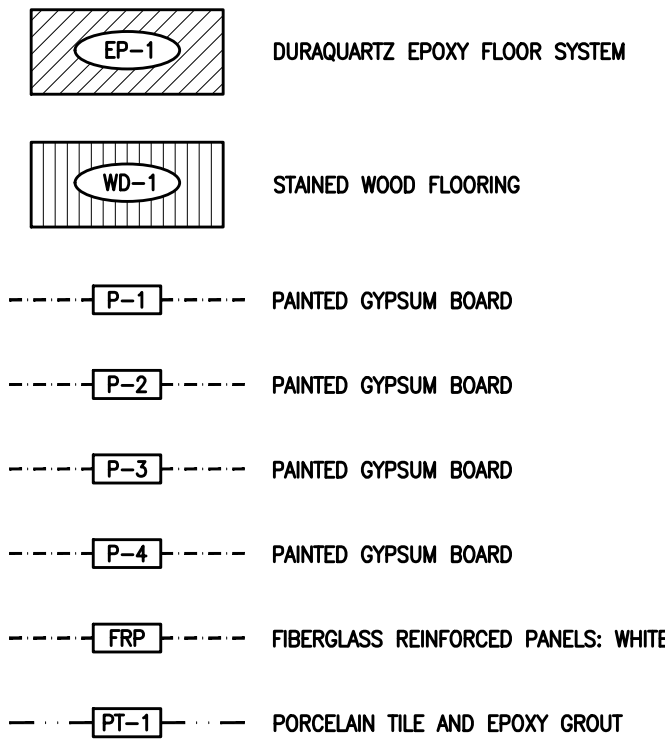
FLOOR PLAN GENERAL NOTES

- INTERIOR FINISHES SHALL COMPLY WITH NFPA 101:36.3.3 (0-75) FLAMESPREAD WITH SMOKE DEVELOPMENT OF (0-450).
- LOOSELY HANGING FURNISHINGS AND DECORATIONS SHALL BE FLAME RESISTANT AS DEMONSTRATED BY TESTING IN ACCORDANCE WITH NFPA 701.
- ALL DIMENSIONS, UNLESS NOTED OTHERWISE, ARE TAKEN FROM FACE OF FRAMING.
- INSULATION ASSEMBLIES SHALL MEET THE REQUIREMENTS OF SECTION 708, INTERNATIONAL BUILDING CODE, 2012 EDITION.

FLOOR PLAN KEYNOTES

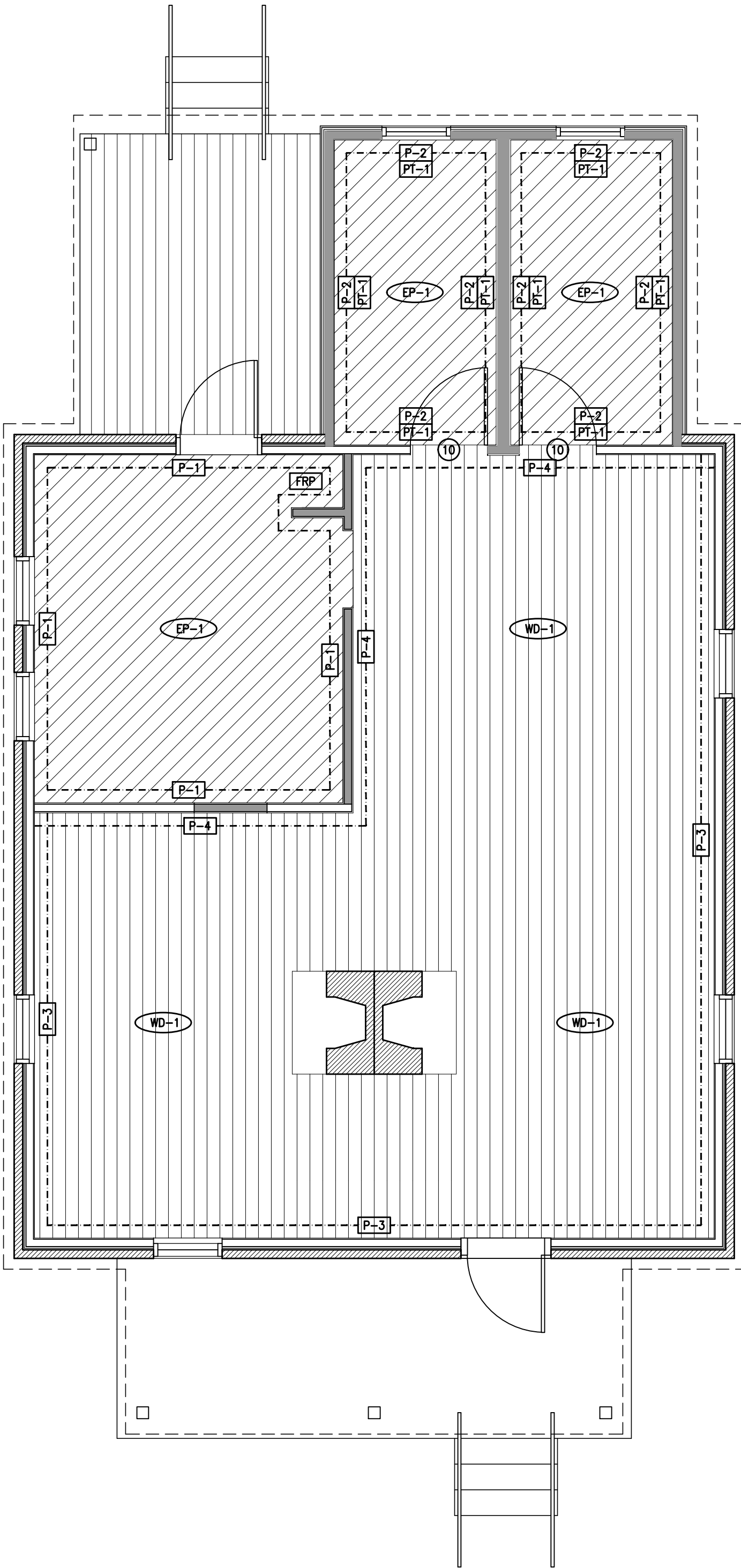
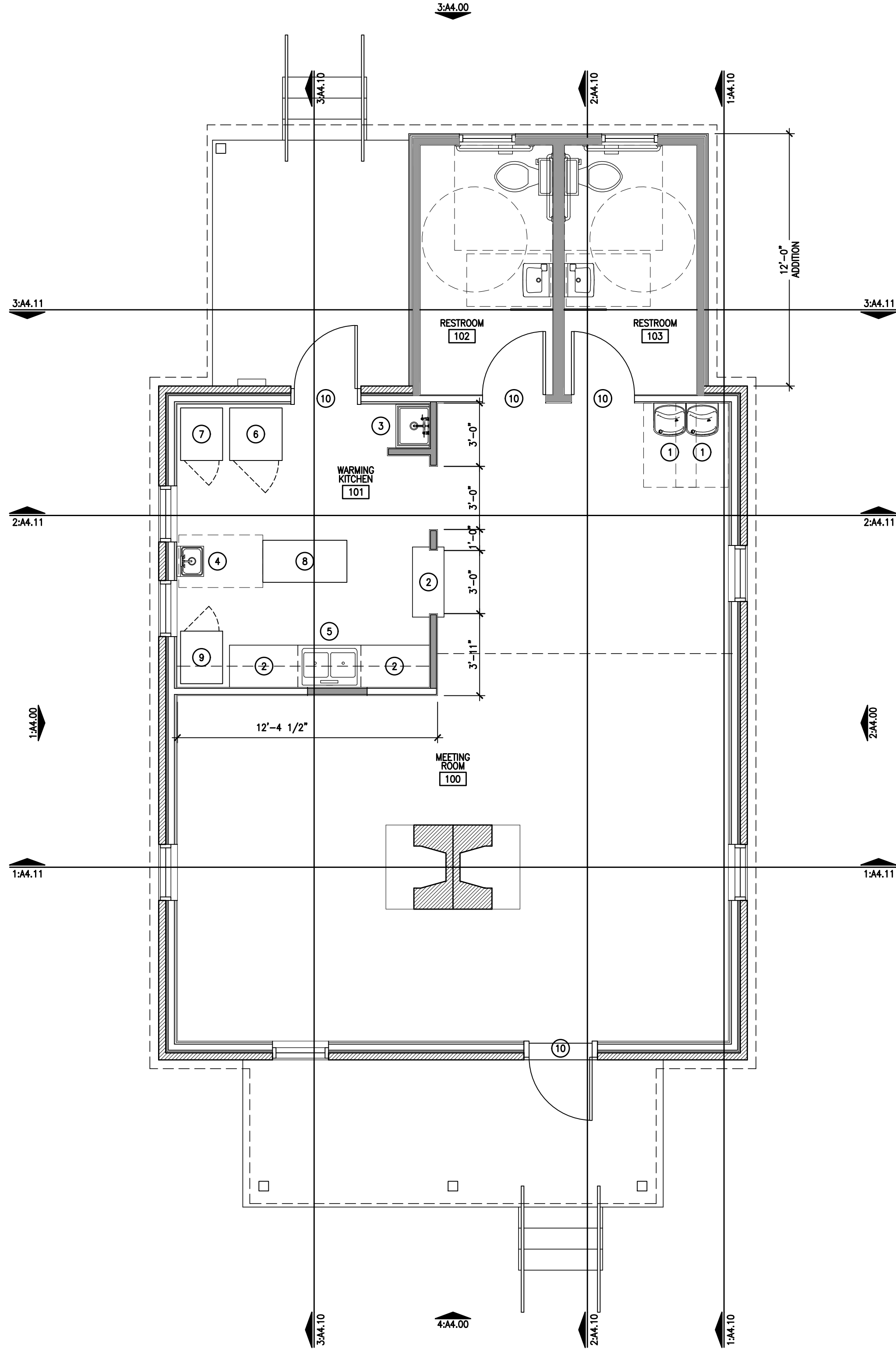
- ADAAG DRINKING FOUNTAIN.
- MILLWORK AS SCHEDULED.
- MOP SINK.
- HAND SINK.
- DOUBLE SINK.
- REFRIGERATOR.
- WARMING OVEN.
- WORK TABLE.
- FREEZER.
- NEW DOOR.

FINISH PLAN LEGEND



FINISH PLAN GENERAL NOTES

- INTERIOR FINISHES SHALL COMPLY WITH NFPA 101:36.3.3 (0-75) FLAMESPREAD WITH SMOKE DEVELOPMENT OF (0-450).
- INTERIOR FLOOR FINISHES SHALL COMPLY WITH NFPA 101 18.3.3.3.
- LOOSELY HANGING FURNISHINGS AND DECORATIONS SHALL BE FLAME RESISTANT AS DEMONSTRATED BY TESTING IN ACCORDANCE WITH NFPA 701.
- ALL DIMENSIONS, UNLESS NOTED OTHERWISE, ARE TAKEN FROM FACE OF FRAMING.
- INSULATION ASSEMBLIES SHALL MEET THE REQUIREMENTS OF SECTION 708, INTERNATIONAL BUILDING CODE, 2012 EDITION.
- PROVIDE TRANSITION STRIPS AS PER MANUFACTURER'S RECOMMENDATION AT ALL DISSIMILAR FINISH ABUTMENTS AND THRESHOLDS.





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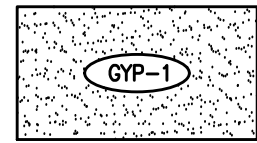
SHEET TITLE

ARCH. FLOOR PLAN

SHEET NUMBER

A2.20

LEGEND



PAINTED GYPSUM BOARD:



2'-0" x 2'-0" SUPPLY DIFFUSER (RE: MECHANICAL)



2'-0" x 2'-0" RETURN AIR GRILLE (RE: MECHANICAL)



2'-0" x 2'-0" FLUORESCENT LIGHT WITH ACRYLIC LENS (RE: ELECTRICAL)



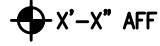
2'-0" x 4'-0" FLUORESCENT LIGHT WITH ACRYLIC LENS (RE: ELECTRICAL)



RECESSED CAN DOWNLIGHT (RE: ELECTRICAL)



EXIT LIGHT (RE: ELECTRICAL)



ELEVATION INDICATES CLEAR HEIGHT FROM FINISHED FLOOR TO FINISHED CEILING. ALL CEILING HEIGHTS = 9'-0" U.N.O.

CEILING PLAN GENERAL NOTES

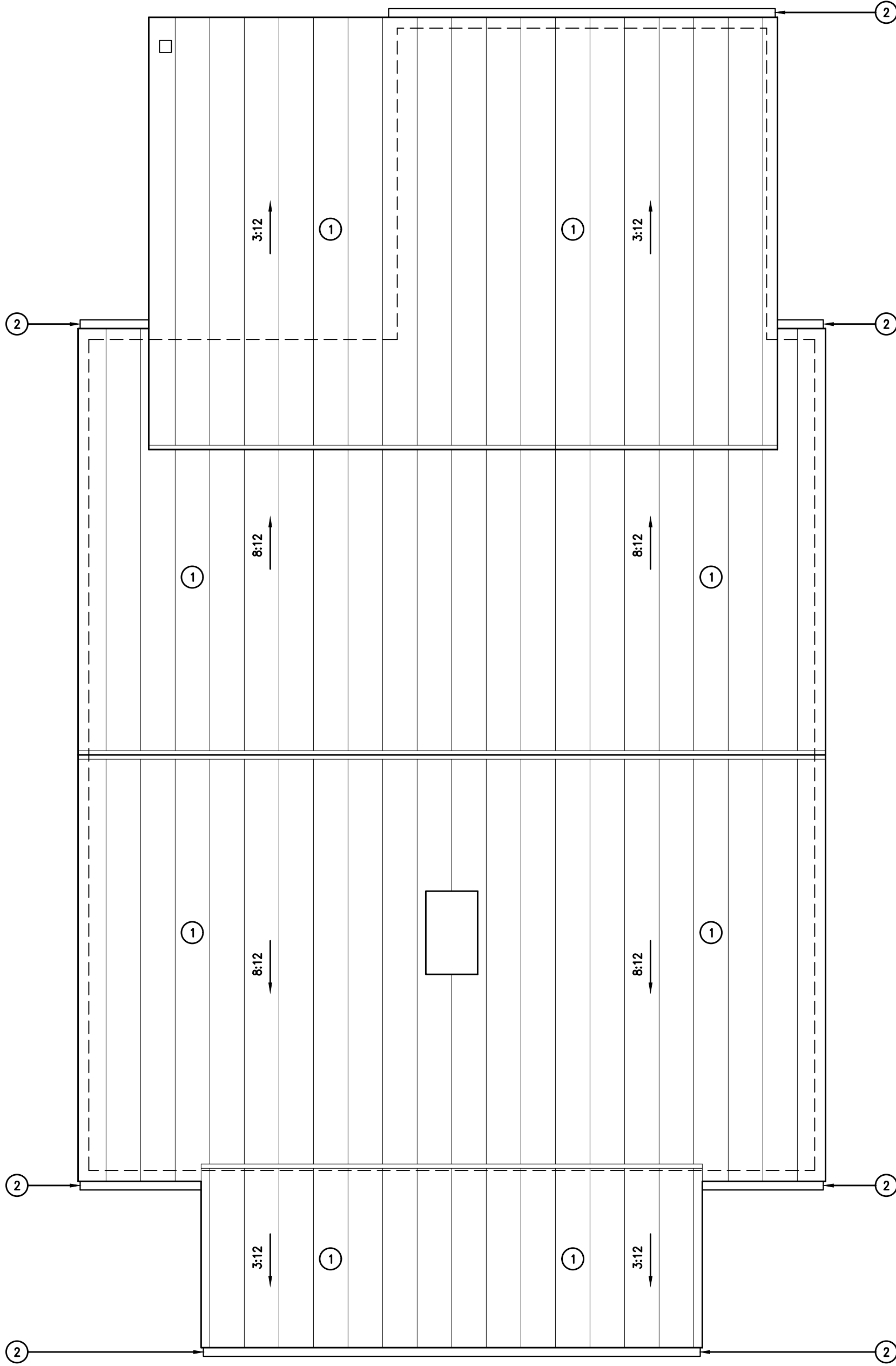
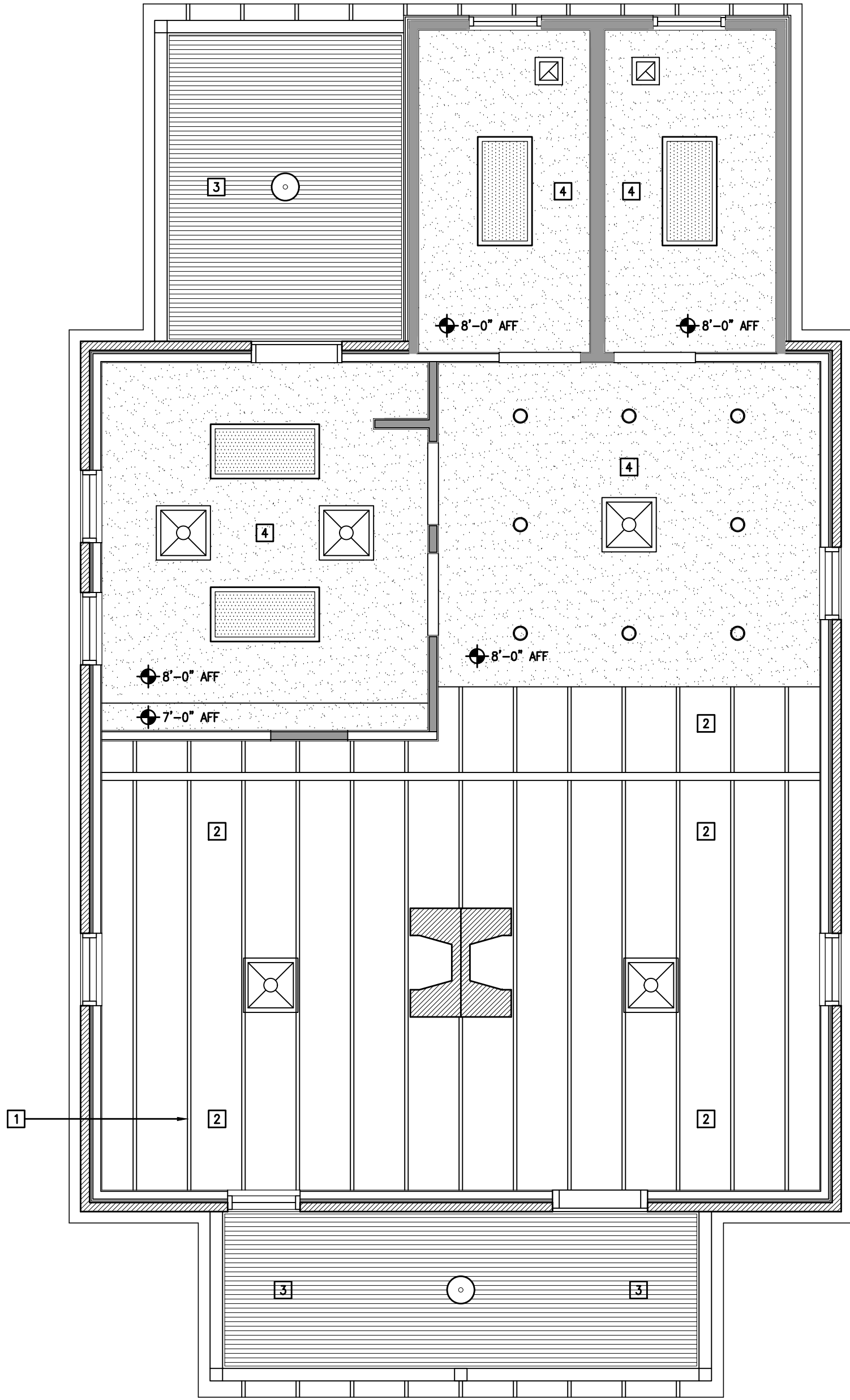
- REFER TO ELECTRICAL DRAWINGS FOR EXIT LIGHTING.
- REFER TO ELECTRICAL DRAWINGS FOR ALL FIXTURE TYPES AND DESCRIPTIONS. SEE ELECTRICAL PLANS/ SPECIFICATIONS FOR ADDITIONAL ITEMS INCLUDING, BUT NOT LIMITED TO: LIGHT FIXTURE TYPES, SWITCHING, EXIT SIGNAGE, AND SECURITY LIGHTING.
- ACOUSTICAL CEILING TILE GRID LAYOUT SHOWN IS ARCHITECTS INSTALLATION INTENT. NOTIFY ARCHITECT IMMEDIATELY OF ANY CONFLICTS IN THE FIELD.
- REFER TO FINISH SCHEDULE FOR ALL CEILING HEIGHTS NOT INDICATED AND ADDITIONAL CEILING MATERIAL INFORMATION.
- SEE ARCHITECT'S SPECIFICATIONS FOR MATERIAL INFORMATION.
- CONTRACTOR SHALL REUSE AS MANY EXISTING LIGHTS AS POSSIBLE.
- ALL NEW HVAC GRILLES SHALL BE PAINTED TO MATCH CEILING TILE AND/OR PAINTED GYPSUM BOARD CEILINGS AS SCHEDULED.

CEILING PLAN KEYNOTES

- 2x WOOD JOISTS
- OPEN TO ROOF DECK
- PAINTED BEAD BOARD CEILING
- PAINTED GYPSUM BOARD CEILING

ROOF PLAN KEYNOTES

- PRE-FINISHED STANDING SEAM METAL ROOFING
- PRE-FINISHED METAL GUTTER





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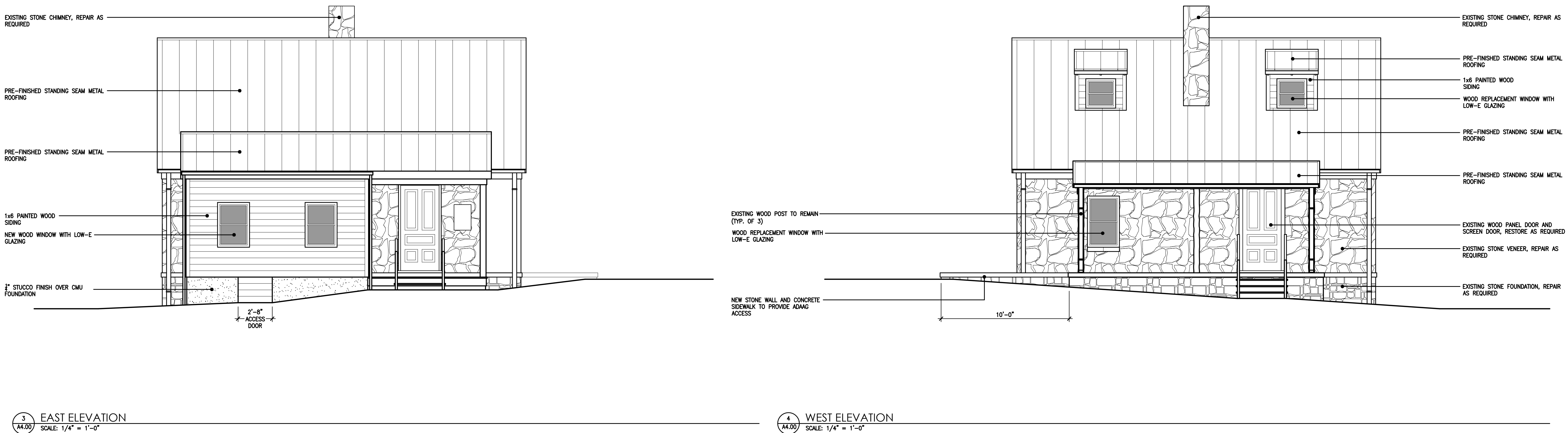
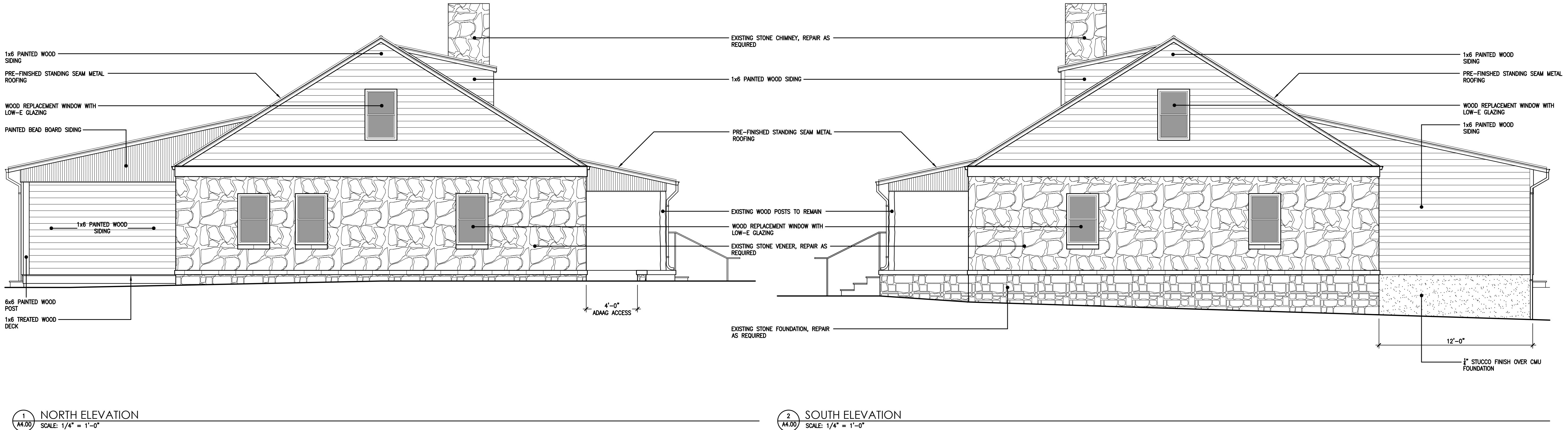
03-014-18

SHEET TITLE

ARCH. FLOOR PLAN

SHEET NUMBER

A4.00





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HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37067

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PROJECT NUMBER

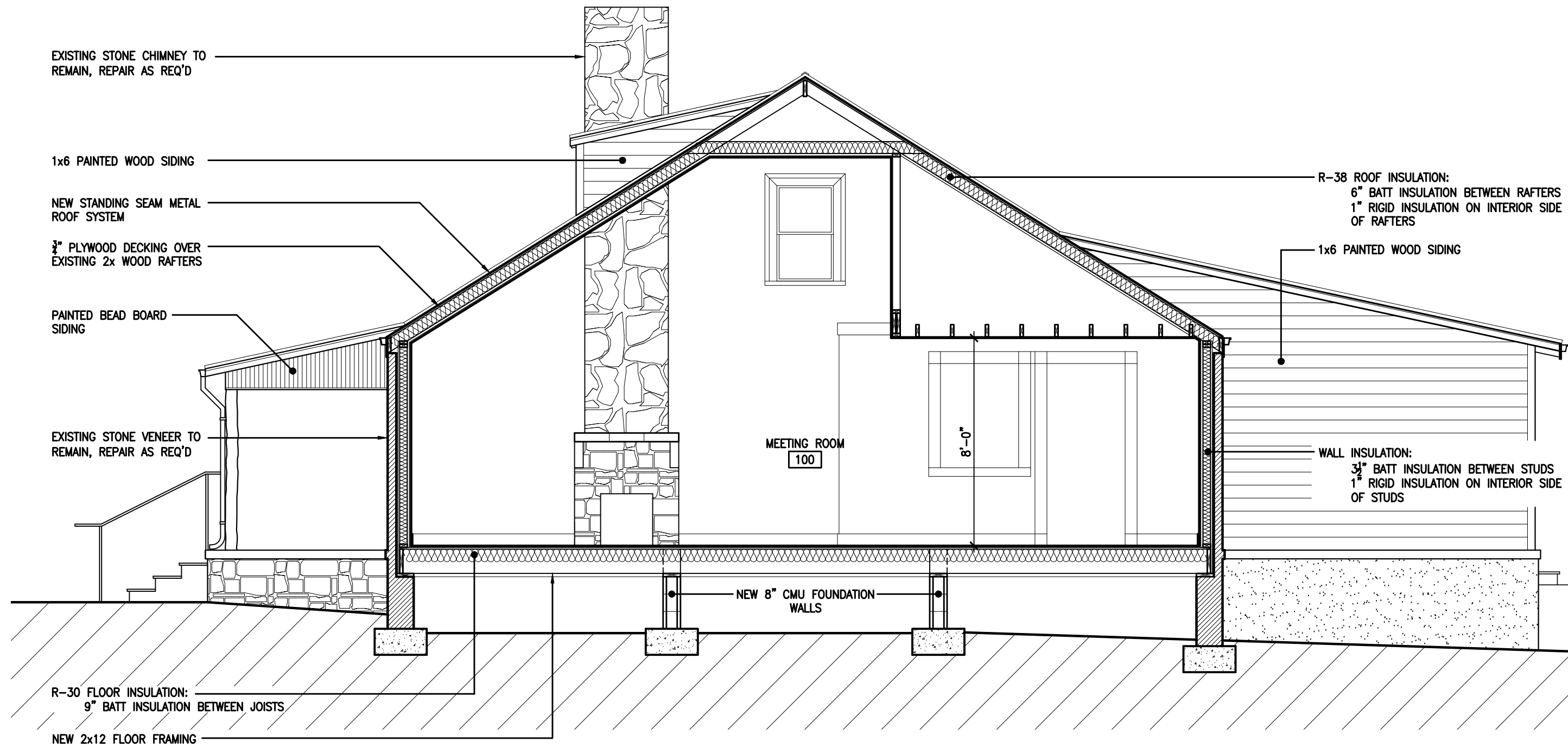
03-014-18

SHEET TITLE

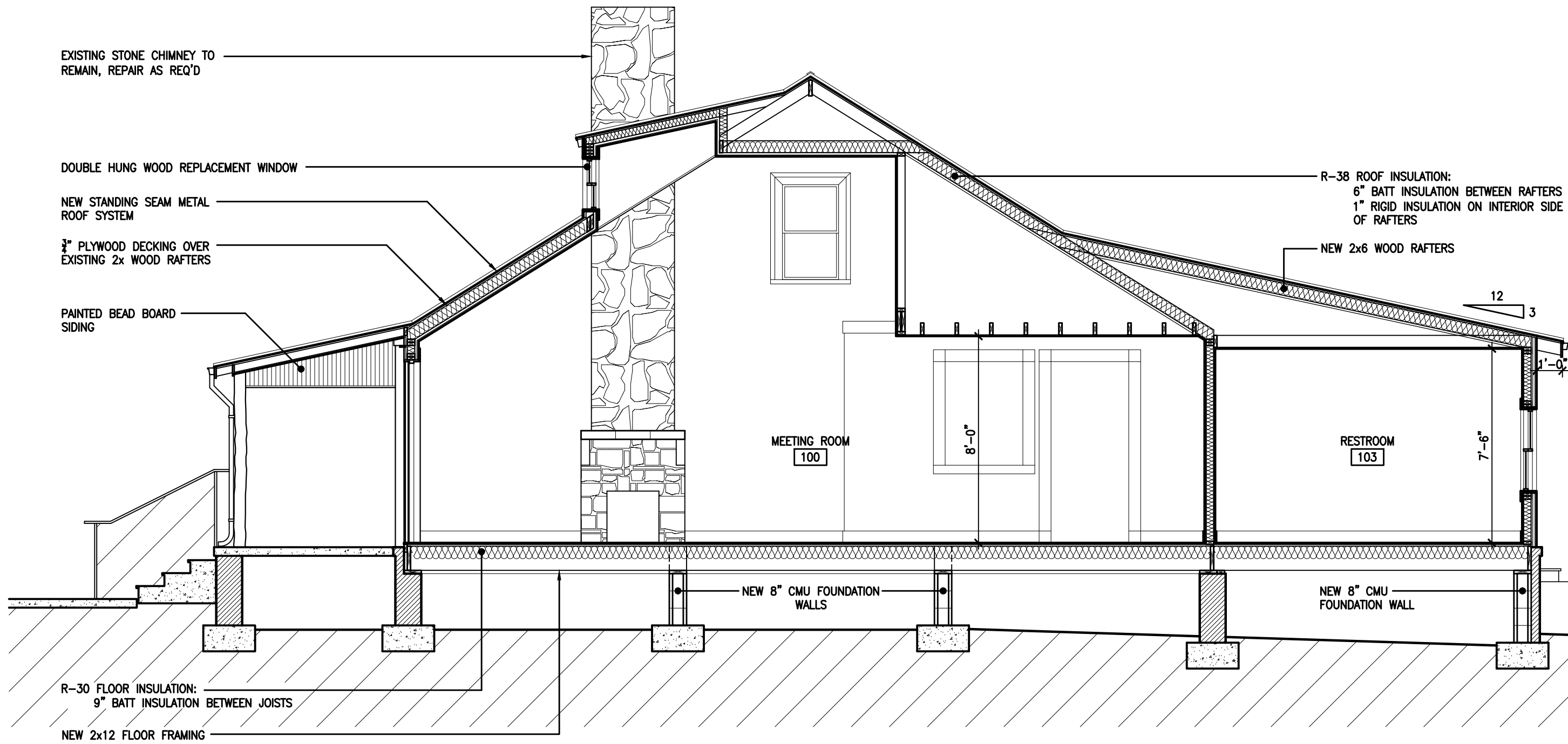
BUILDING SECTIONS

SHEET NUMBER

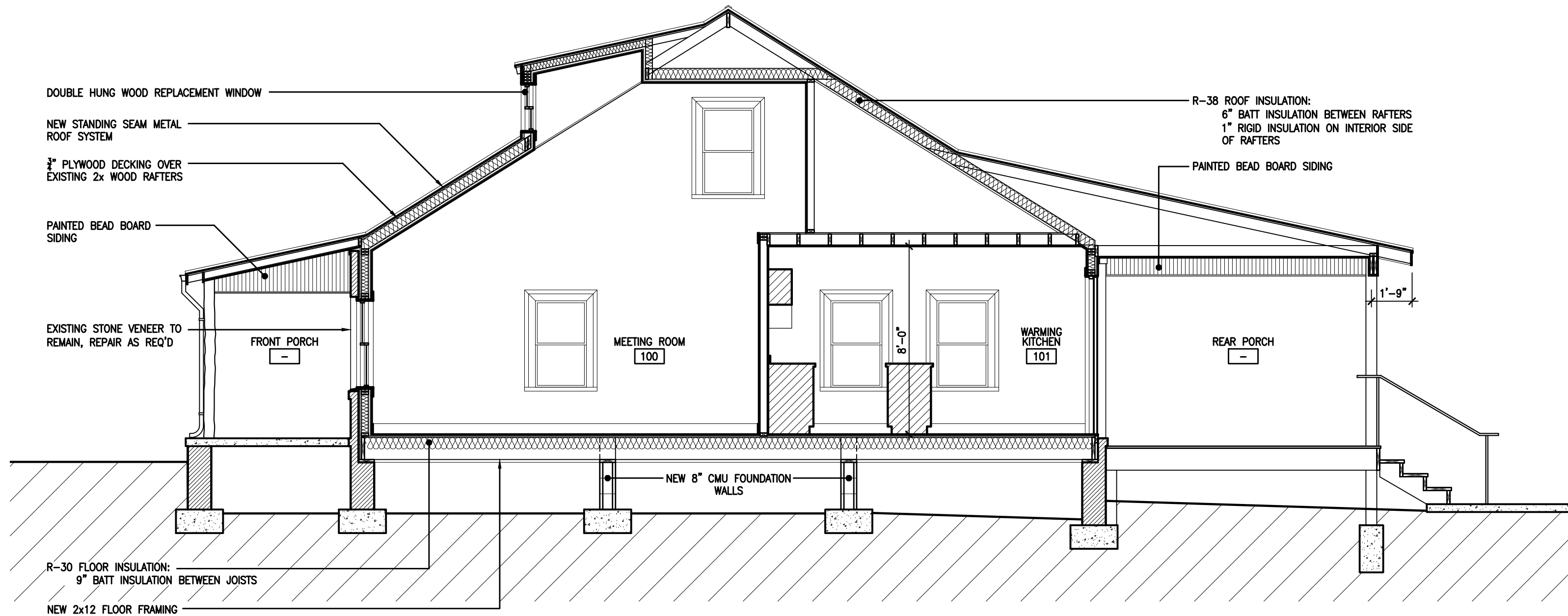
A4.10



1 BUILDING SECTION
SCALE: 1/4" = 1'-0"



2 BUILDING SECTION
SCALE: 1/4" = 1'-0"



3 BUILDING SECTION
SCALE: 1/4" = 1'-0"



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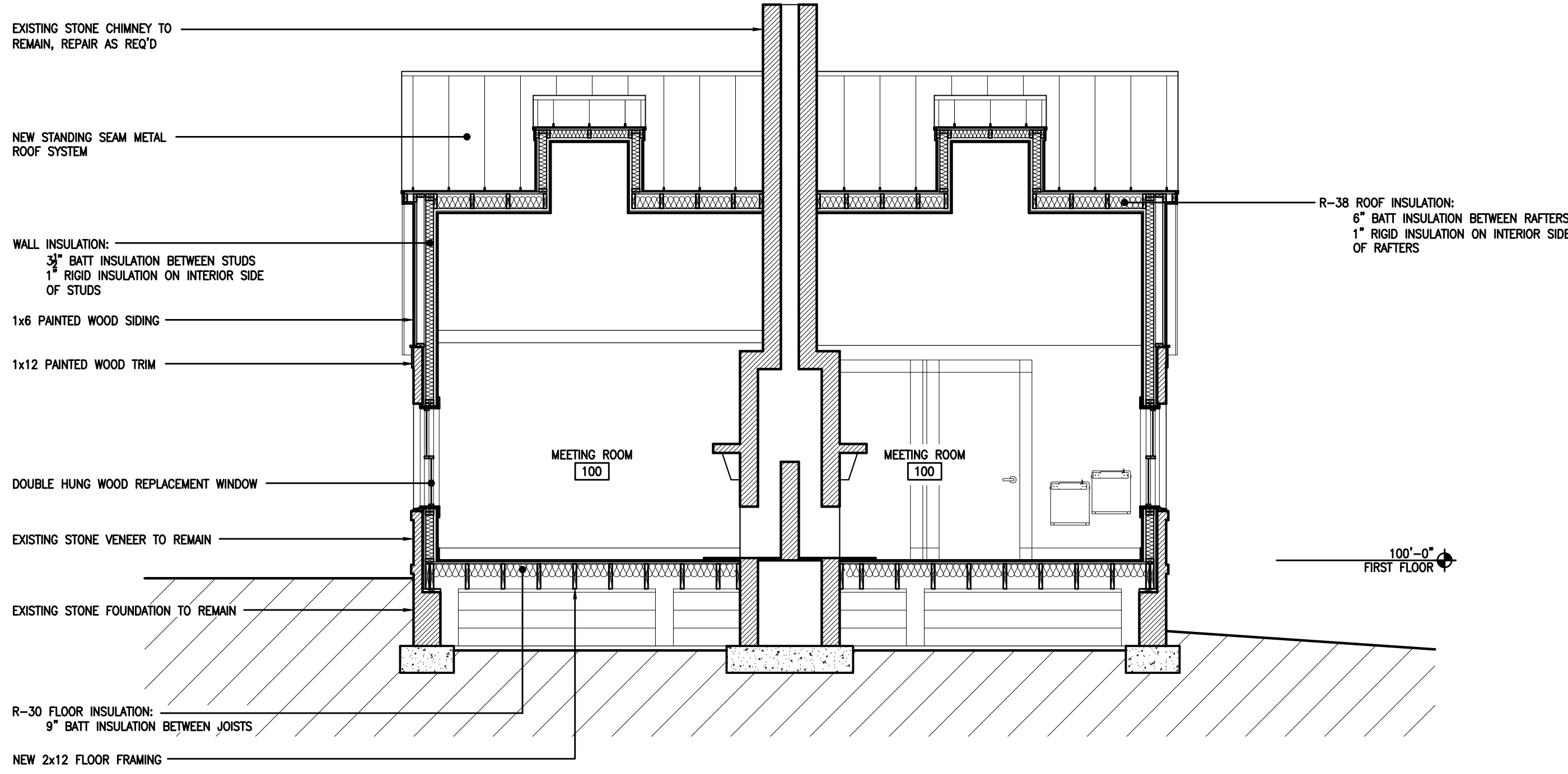
03-014-18

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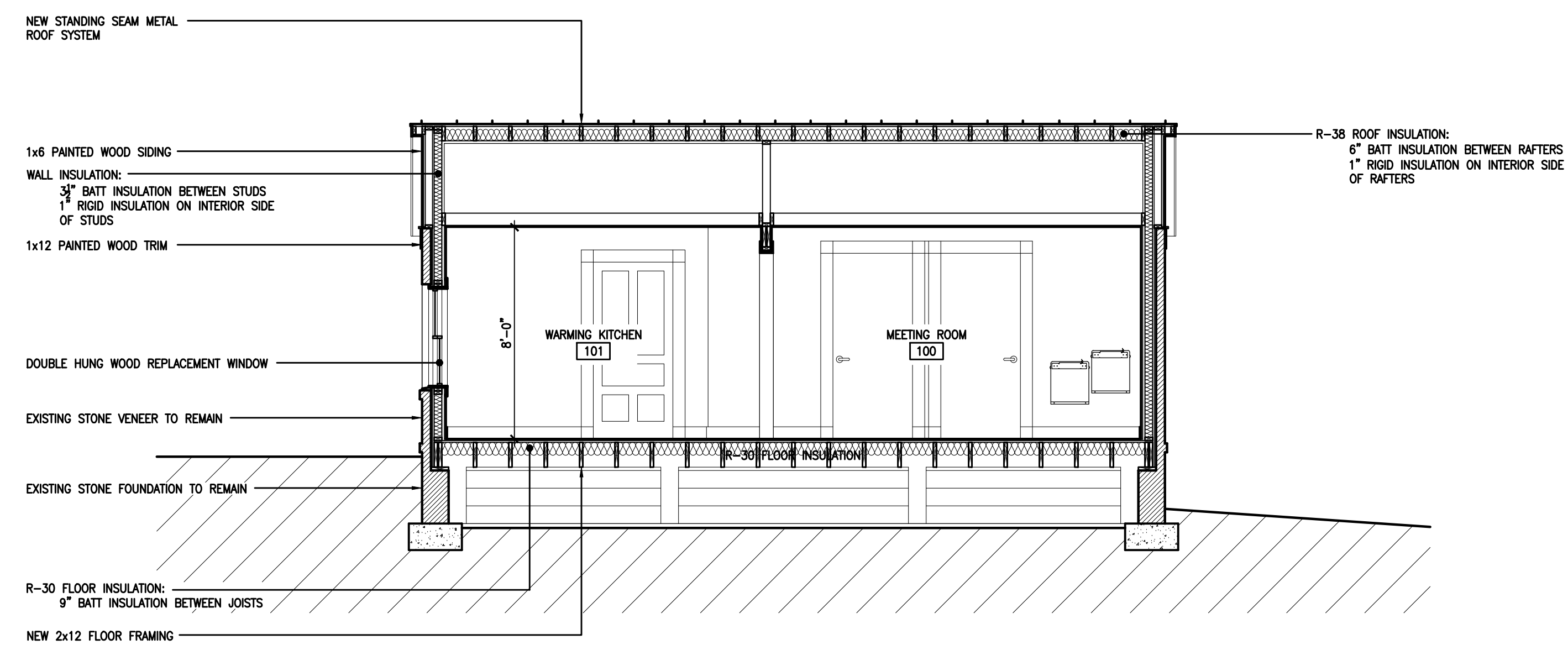
BUILDING SECTIONS

SHEET NUMBER

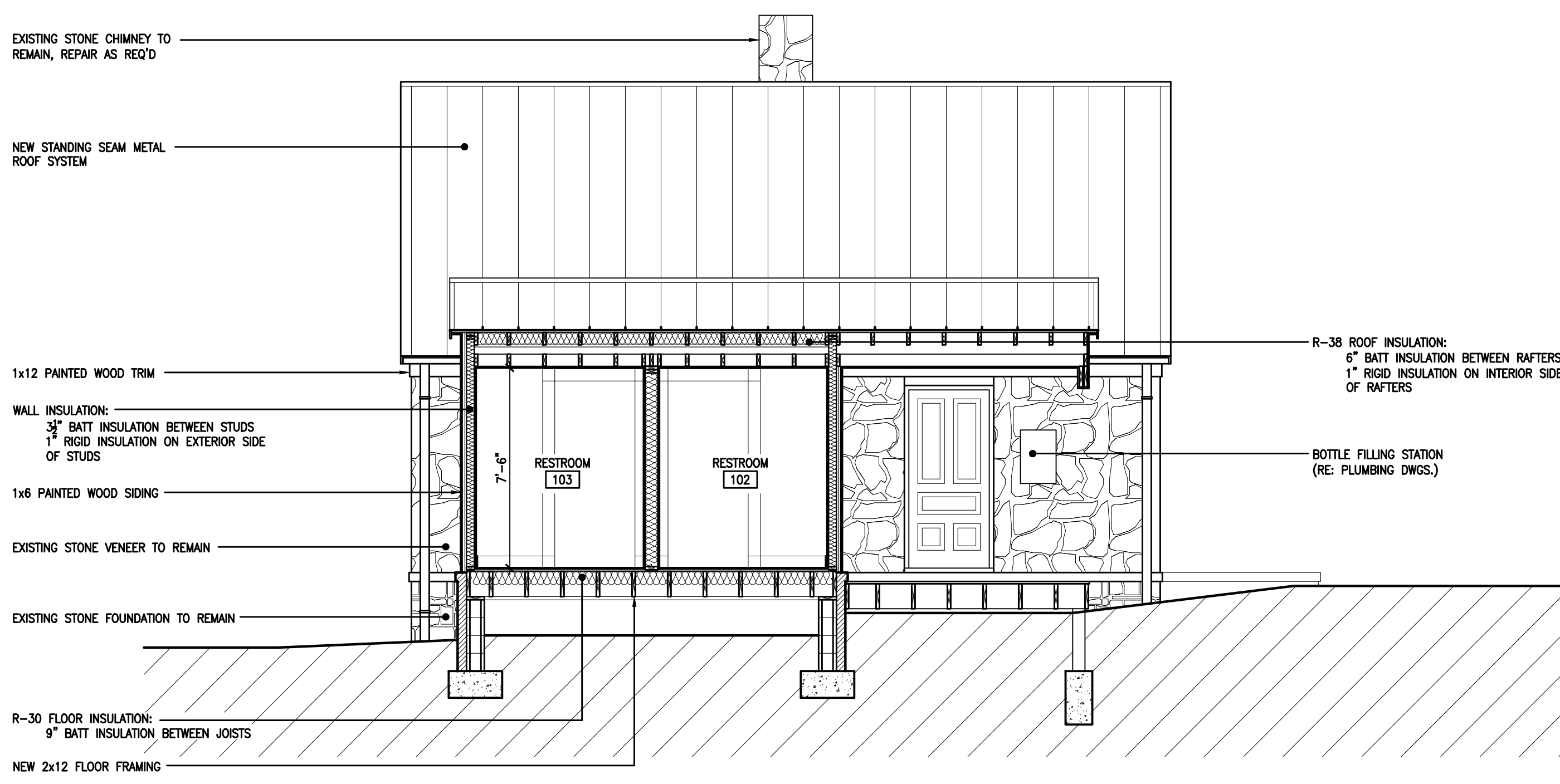
A4.11



1 BUILDING SECTION
SCALE: 1/4" = 1'-0"



2 BUILDING SECTION
SCALE: 1/4" = 1'-0"



3 BUILDING SECTION
SCALE: 1/4" = 1'-0"



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MAINTENANCE BUILDING
HUFFINES RIDGE DRIVE
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EXHIBIT
D

PROJECT NUMBER

03-014-18

SHEET TITLE

TITLE SHEET

SHEET NUMBER

G1.00

DESIGN DEVELOPMENT

JOHN CAROTHERS PROPERTY MAINTENANCE BUILDING

HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37067

INDEX OF DRAWINGS:

GENERAL (2)

G1.00 _____ TITLE SHEET, GENERAL INFORMATION
G2.00 _____ STANDARDS

ARCHITECTURAL (3)

A1.00 _____ ARCHITECTURAL SITE PLAN
A2.10 _____ ARCHITECTURAL FLOOR PLAN, CEILING PLAN AND ROOF PLAN
A4.00 _____ EXTERIOR ELEVATIONS AND BUILDING SECTIONS

GENERAL NOTES:

- THE GENERAL CONTRACTOR IS RESPONSIBLE TO SUPPLY ALL SUBCONTRACTORS WITH CONSTRUCTION DRAWINGS AND SPECIFICATIONS NECESSARY TO BID AND/OR CONSTRUCT THIS PROJECT.
- ALL DIMENSIONS ON THE FLOOR PLANS, UNLESS OTHERWISE NOTED, ARE TAKEN FROM FACES OF STUDS OF EXTERIOR WALLS AND INTERIOR WALLS.
- THE OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE GENERAL CONTRACTOR OF ANY ADDITIONAL ITEMS TO BE INSTALLED THAT ARE NOT SHOWN ON THE DRAWINGS.
- ANY PENETRATIONS OF, OR MODIFICATIONS TO CONCRETE MUST BE COORDINATED WITH ARCHITECT PRIOR TO CONSTRUCTION.
- IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO INSURE THE SAFETY OF THE PUBLIC AND/OR WORK PERSONS ON THE JOB AND TO PREVENT ACCIDENTS OR INJURY TO ANY PERSON ON, ABOUT OR ADJACENT TO THE PREMISES. THE CONTRACTOR SHALL COMPLY WITH ALL LAWS, ORDINANCES, CODES, RULES AND REGULATIONS RELATIVE TO SAFETY AND THE PREVENTION OF ACCIDENTS.
- WHETHER OR NOT SPECIFICALLY INDICATED ON THE DRAWINGS, ALL CONTRACTORS SHALL BE RESPONSIBLE FOR REMOVING OR DEMOLISHING EXISTING CONSTRUCTION (INCLUDING UTILITIES) WHICH WILL INTERFERE WITH NEW WORK.
- PRIOR TO THE SHUT-DOWN OR TYING INTO ANY UTILITY, APPROVAL SHALL BE OBTAINED FROM THE OWNER'S REPRESENTATIVE.
- COORDINATE WITH OWNER'S REPRESENTATIVE, LOCATION OF CONTRACTORS' EQUIPMENT AND MATERIAL STORAGE.
- ALL MECHANICAL WORK SHALL BE PERFORMED BY A LICENSED MECHANICAL CONTRACTOR AND IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS.
- ALL PLUMBING WORK SHALL BE PERFORMED BY A LICENSED PLUMBING CONTRACTOR ALL IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS.
- ALL ELECTRICAL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR AND IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS.
- ALL STRUCTURAL FRAMING WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS.

PROJECT INFORMATION:

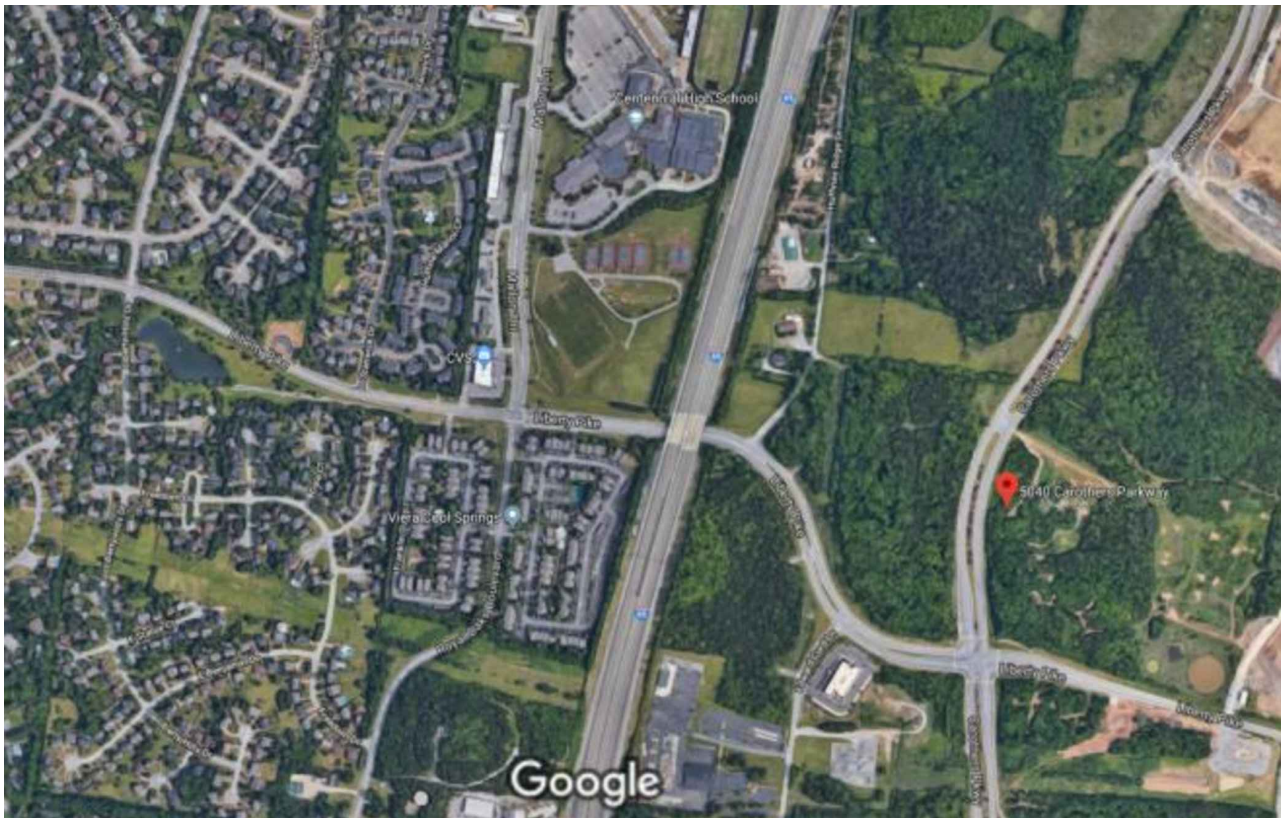
OCCUPANCY CLASSIFICATION: _____ OCCUPANT LOAD: 2 OCCUPANTS
IBC: STORAGE: GROUP S-1
NFPA: NEW STORAGE: - CHAPTER 42
TYPE OF CONSTRUCTION:
IBC: TYPE V (R)
NFPA: TYPE V (000)

ALLOWABLE NO. OF STORIES: 1
NO. OF STORIES: 1
ALLOWABLE BUILDING HEIGHT: 40'-0"
BUILDING HEIGHT: 14'-10"
ALLOWABLE BUILDING AREA: 9,000 S.F.
BUILDING AREA: 576 S.F.

APPLICABLE BUILDING CODES AND STANDARDS:

2018 INTERNATIONAL BUILDING CODE INCLUDING APPENDICES D, G AND K
2018 INTERNATIONAL ENERGY CONSERVATION CODE (FOR BUILDINGS REVIEWED UNDER THE IBC)
2018 INTERNATIONAL FIRE CODE INCLUDING APPENDICES B, C AND D
2018 NFPA LIFE SAFETY CODE 101
2017 NATIONAL ELECTRIC CODE
2018 INTERNATIONAL PLUMBING CODE
2018 INTERNATIONAL MECHANICAL CODE
2018 INTERNATIONAL FUEL GAS CODE
2017 ICC A 117.1 ACCESSIBLE AND USEABLE BUILDINGS AND FACILITIES
2018 INTERNATIONAL EXISTING BUILDING CODE
2018 INTERNATIONAL RESIDENTIAL CODE INCLUDING APPENDICES G AND J
2009 INTERNATIONAL ENERGY CONSERVATION CODE (FOR BUILDINGS REVIEWED UNDER THE IRC)
2018 INTERNATIONAL PROPERTY MAINTENANCE CODE
2018 INTERNATIONAL SWIMMING POOL AND SPA CODE

VICINITY MAP:



PROJECT DESCRIPTION:

THIS PROJECT INVOLVES THE CONSTRUCTION OF A NEW MAINTENANCE BUILDING FOR THE PARKS DEPARTMENT. THIS BUILDING SHALL INCLUDE A RESTROOM, FURNITURE STORAGE AND EQUIPMENT STORAGE AREAS.

PROFESSIONAL OF RECORD:

ARCHITECT:

FUSION ARCHITECTURE, PC
116 MAJESTIC LANE
FRANKLIN, TENNESSEE 37064
VOICE: 615.454.3916
CONTACT: KYLE M. KRAMER, ARCHITECT
EMAIL: kkramer@fusionarchitecture.com

SYMBOLS LEGEND:

XXX	ROOM NUMBER	DETAIL TAG	X	KEY NOTE
XXX	DOOR NUMBER		P-X	PARTITION TAG
X	WINDOW TAG	PHOTO TAG		
XX	COLUMN GRID TAG	KEY NOTE		
XAX.XX	ELEVATION TAG	KEY NOTE		
XAX.XX	SECTION TAG	KEY NOTE		

CONSULTANTS:

HATCH LEGEND:

PLAN:	SPANDREL GLASS	INSULATION
NEW WALL	SECTION:	PLYWOOD
BRICK	BRICK	RIGID INSULATION
ELEVATION:	C.M.U.	GYP. BD. / M.D.F. / SAND
GYP. BD. / STUCCO	CONCRETE	EARTH
CLEAR GLASS	STEEL	

GENERAL NOTES:

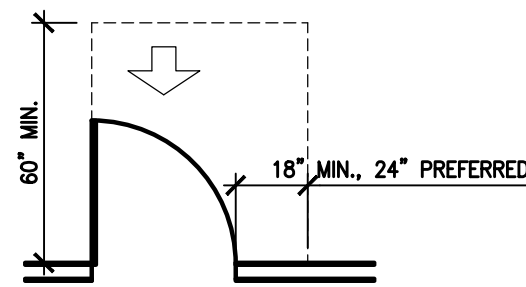
1. DETAILS AND NOTES ON THIS SHEET SHALL GOVERN STANDARD DIMENSIONS, CLEARANCES, AND MOUNTING LOCATIONS. CONTRACTOR SHALL IMMEDIATELY BRING TO ARCHITECT'S ATTENTION ANY DISCREPANCIES BETWEEN INFORMATION ON THIS SHEET AND ANY OTHER INFORMATION IN PLANS.

2. ALL NOTES, ABBREVIATIONS AND DETAILS MAY NOTE APPLY.

ABBREVIATIONS:

A	AMPERES	F.F.E.	FINISH FLOOR ELEVATION	OPNG.	OPENING
A.B.	ANCHOR BOLT	F.N.	FIELD NAILING	OPPO.	OPPOSITE
A.F.F.	ABOVE FINISHED FLOOR	F.O.	FACE OF	P.C.	PRECAST CONCRETE
A.F.G.	ABOVE FINISHED GRADE	F.S.	FLOOR SINK	P.L. or R.	PROPERTY LINE
A/C	AIR CONDITIONING	F/G	FIBERGLASS	P.L.M.	PLASTIC LAMINATE
ABC	AGGREGATE BASE COURSE	FAB.	FABRICATE	P.O.C.	POINT OF CONNECTION
ABS	ACRYLONITRILE-BUTADIENE-STYRENE	FACP	FIRE ALARM CONTROL PANEL	PERF.	PERFORATED
ABV.	ABOVE	FDC	FIRE DEPARTMENT CONNECTION	PERP. or $\perp$	PERPENDICULAR
ACB	ASBESTOS-CEMENT BOARD	FDN.	FOUNDATION	PH or $\emptyset$	PHASE
ACOU.	ACOUSTIC	FHC	FIRE HOSE CABINET	PL	PLASTER
ACT	ACOUSTICAL CEILING TILE	FIN.	FINISH	PL. or R.	PLATE
ADD.	ADDITION or ADDENDUM	FL	FLOOR	PLAS.	PLASTIC
AG	ABOVE GRADE	FLG.	FLOORING	PLUMB.	PLUMBING
AHU	AIR HANDLING UNIT	FLUOR.	FLUORESCENT	PLYMD.	PLYWOOD
AL or ALUM.	ALUMINUM	FP	FIRE PROOF	PORC.	PORCELAIN
ALT.	ALTERNATE	FRP	FIBER REINFORCED PLASTIC	PREFAB.	PREFABRICATED
ANL	ANNEALED	FTG.	FOOTING	PSF	POUNDS PER SQUARE FOOT
ASPH.	ASPHALT	FURN.	FURNISH	PSI	POUNDS PER SQUARE INCH
AVG	AVERAGE	G.I.	GALVANIZED IRON	PTN.	PARTITION
AWG	AMERICAN WIRE GAUGE	GA.	GAUGE	PVC	POLYVINYLCHLORIDE
$\angle$	ANGLE	GLV.	GALVANIZED	PWR.	POWER
B.M.	BENCH MARK	GAR.	GARAGE	Q.T.	QUARRY TILE
B.N.	BOUNDARY NAILING	GFCI	GROUND FAULT CIRCUIT INTERRUPTER	QTY.	QUANTITY
B.O.	BOTTOM OF	INT.	INTERIOR	R	RADIUS
B.O.F.	BOTTOM OF FOOTING	GFI	GROUND FAULT INTERRUPTER	RCP	REINFORCED CONCRETE PIPE
B.U.	BUILT UP	GL	GLASS	R.D.L.	ROOF DRAIN LEADER
B/C	BACK OF CURB	GLB	GLUE LAMINATED BEAM	R.D.O.	ROOF DRAIN OVERFLOW
BD.	BOARD	GM	GRADE MARK	R.O.	ROUGH OPENING
BLDG	BUILDING	GV	GATE VALVE	R.O.W. or	RIGHT OF WAY
BLK.	BLOCK	GRC	GALVANIZED RIGID TUBING	R/W	RIGHT OF WAY
BLKG.	BLOCKING	GYP.	GYPSON	REF	REFRIGERATOR
BLM.	BEAM	GYP. BD.	GYPSON BOARD	RE.	REFERENCE
BR	BRASS	H.B.	HOSE BIBB	REINF.	REINFORCED
BRG.	BEARING	H.C.	HOLLOW CORE	REQ'D.	REQUIRED
BRZ	BRONZE	H.M.	HOLLOW METAL	RET.	RETURN
C.A.P.	CONCRETE ASBESTOS PIPE	H/C	HANDICAPPED	REV.	REVISION
C.D.	CONSTRUCTION DOCUMENTS	HDBD.	HARDBOARD	RM	ROOM
C.I.P.	CAST IN PLACE	HDW	HARDWARE	RMV.	REMOVE
C.J.	CONTROL JOINT	HGT.	HEIGHT	S.C.	SOLID CORE
C.O.	CLEAN OUT	HOR.	HORIZONTAL	S.D.	SMOKE DETECTOR
C.T.	CERAMIC TILE	HTR	HEATER	S.O.V.	SHUT OFF VALVE
CAB	CABINET	HVAC	"HEATING, VENTILATING & AIR CONDITIONING"	S/L	SKYLIGHT
CAM.	CAMBER	HW	HOT WATER	S/S	STAINLESS STEEL
CCTV	CLOSED CIRCUIT TELEVISION	HYD.	HYDRAULIC	SC	SELF CLOSING
CER	CERAMIC	I.C.	INTERCOM OUTLET	SCHED.	SCHEDULE
CFM	CUBIC FEET PER MINUTE	I.D.	INSIDE DIAMETER	SECT.	SECTION
CH or $\square$	CHANNEL	I.F.	INSIDE FACE	SES	SERVICE ENTRANCE SECTION
CKT. BKR.	CIRCUIT BREAKER	ID	IDENTIFICATION	SH	SHEET
CL or $\&$	CENTERLINE	IG	ISOLATED GROUND	SHG.	SHATHING
CLG.	CEILING	IMC	INTERMEDIATE METALLIC CONDUIT	SIM.	SIMILAR
CLKG.	CAULKING	IMP	IMPREGNATED	SPA.	SPACE
CLO.	CLOSET	INCL.	"INCLUDE, INCLUSIVE"	SPECS	SPECIFICATIONS
CLR.	CLEAR	INSL.	INSULATION	SPKR.	SPEAKER
CMP	CORRUGATED METAL PIPE	INT.	INTERIOR	SQ.FT. or SF	SQUARE FEET
CMU	CONCRETE MASONRY UNIT	J-BOX	JUNCTION BOX	SQ. IN.	SQUARE INCHES
CONTR.	CENTERED	JCT	JUNCTION	STC	SOUND TRANSMISSION CLASS
COL.	COLUMN	JST.	JOIST	STD.	STANDARD
COMB.	COMBINATION	JT.	JOINT	STL.	STEEL
CONC.	CONCRETE	K-D	KNOCK DOWN	SUSP.	SUSPENDED
CONST.	CONSTRUCTION	KD	KILN DRIED	SW	SWITCH
CONT.	CONTINUOUS	KO	KNOCK OUT	SYM	SYMMETRICAL
CONTR.	CONTRACTOR	L.E.D.	LIGHT EMITTING DIODE	SYS.	SYSTEM
CU	COPPER	LFT.	LINEAR FEET	T & G	TONGUE AND GROOVE
d	PENNY	LAM	LAMINATE	T.B.	THROUGH BOLT
D.F.	DRINKING FOUNTAIN	LAT.	LATERAL	T.M.B.	TELEPHONE MOUNTING BOARD
D.G.	DECOMPOSED GRANITE	LAV.	LAVATORY	T.O.	TOP OF
D.S.	DOWN SPOUT	L.D.	LEAD	T.O.B.	TOP OF BEAM
D/W	DISHWASHER	LIN.	LINEAR	T.O.C.	TOP OF CURB
DBL.	DOUBLE	LNO.	LINEOLEUM	T.O.F.	TOP OF FOOTING
DEMO	DEMOLITION	LT.	LIGHT	T.O.J.	TOP OF JOIST
DI.	DIAMETER	LTC.	LIGHTING	T.O.M.	TOP OF MASONRY
DIAG.	DIAGONAL	LVL	LAMINATED VENEER LUMBER	T.O.S.	TOP OF SLAB-TOP OF STEEL
DNM.	DIMENSION	M.B.	MACHINE BOLT	T.O.W.	TOP OF WALL
DL	DEAD LOAD	M.H.	MANHOLE	T.S.	TUBE STEEL
DN.	DOWN	M.I.	MALLEABLE IRON	T.V.	TELEVISION OUTLET
DOOR	DOOR	M.O.	MASONRY OPENING	TEL.	TELEPHONE
E.A.	EXPANSION ANCHOR	MAR.	MARBLE	TH.	THRESHOLD
E.F.	EXHAUST FAN	MAS.	MASONRY	THD.	THREADED
E.J.	EXPANSION JOINT	MAT'L	MATERIAL	THK.	THICK
EN.	END NAILING	MAX.	MAXIMUM	THRU	THROUGH
E.W.	EACH WAY	MED.	MECHANICAL	TLT.	TOILET
EA.	EACH	MED.	MEDIUM	TRANS.	TRANSFORMER
EL.	ELEVATION	MFG.	MANUFACTURING	TYP.	TYPICAL
ELECT.	"ELECTRIC, ELECTRICAL"	MFR.	MANUFACTURER	UNF.	UNFINISHED
ELEV.	ELEVATOR	MIN.	MINIMUM	U.N.O.	UNLESS NOTED OTHERWISE
EMC	ELECTRICAL METALLIC CONDUIT	MISC.	MISCELLANEOUS	UR	URINAL
EMT	ELECTRICAL METALLIC TUBING	MOD	MODULAR	V.B.	VAPOR BARRIER
ENT	ELECTRICAL NON-METALLIC TUBING	MTL.	METAL	V.I.F.	VERIFY IN FIELD
EQ.	EQUAL	MUL.	MULLION	VA	VOLT AMPERE
EQUIP.	EQUIPMENT	N.I.C.	NOT IN CONTRACT	VCT	VINYL COMPOSITION TILE
EST.	ESTIMATE	N.T.S.	NOT TO SCALE	VERT.	VERTICAL
EVAP.	EVAPORATIVE COOLER	N.C.M.	NON-CORROSIVE METAL	V.O.J.	VERIFY ON JOB
EW	ELECTRIC DRINKING COOLER	NFC	NOT FOR CONSTRUCTION	W/C	WATER CLOSET
EXC	EXCAVATE	NLR.	NAILER	WOW	WINDOW
EXH.	EXHAUST	NO.	NUMBER	WCT	WAINSCOT
EXIST.	EXISTING	NOM.	NOMINAL	WP	WEATHER PROOF
EXT.	EXTERIOR	O.C.	ON CENTER	WT.	WEIGHT
F.A.	FIRE ALARM	O.D.	OUTSIDE DIAMETER	W/O	WITHOUT
F.C.	FAN COIL	O.H.	OVER HANG	WD.	WOOD
F.C.O.	FLOOR CLEAN OUT	O.I.	ORNAMENTAL IRON	W.L.	WROUGHT IRON
F.D.	FLOOR DRAIN	O.R.	OUTSIDE RADIUS	YD.	YARD
F.E.	FIRE EXTINGUISHER	OU	OUTSIDE AIR INTAKE		
F.F.	FINISH FLOOR	OH	OVER HEAD		

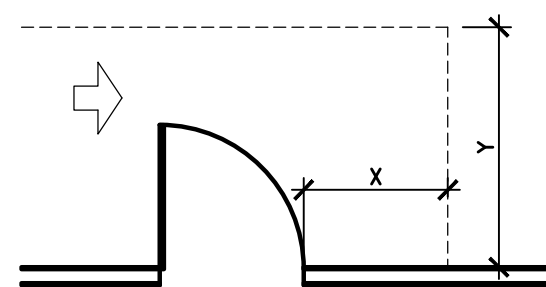
PULL SIDE



NOTE: ALL DOORS IN ALCOVES SHALL COMPLY WITH THE CLEARANCES FOR FRONT APPROACHES.

FRONT APPROACHES - SWINGING DOORS

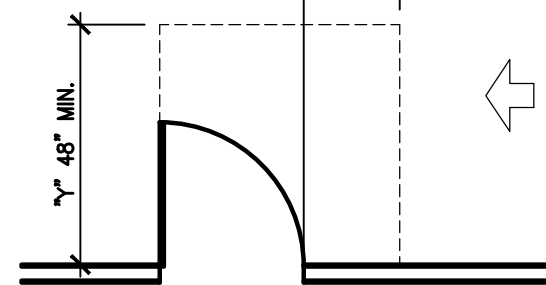
PULL SIDE



NOTE: X = 36IN MINIMUM IF Y = 60IN;
X = 42IN MINIMUM IF Y = 54IN

HINGE SIDE APPROACHES - SWINGING DOORS

PULL SIDE

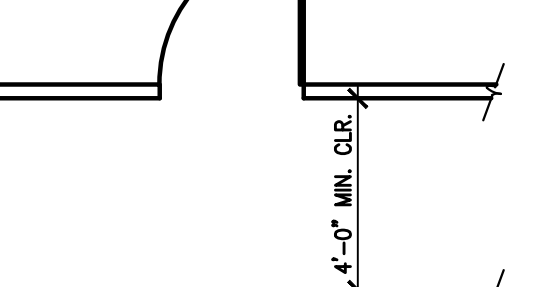


NOTE: ALL REQUIRED CLEAR FLOOR AREA SHALL BE LEVEL. EXTERIOR LANDINGS SHALL BE SLOPED NO GREATER THAN 1:50.

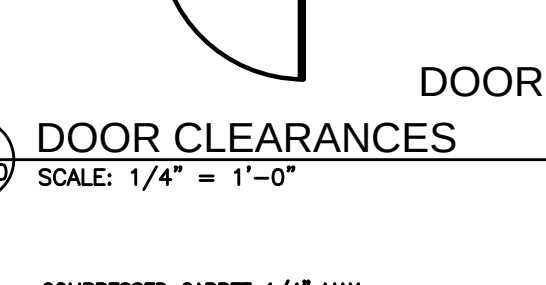
NOTE: Y = 54IN MINIMUM IF DOOR HAS A CLOSER.

LATCH SIDE APPROACHES - SWINGING DOORS

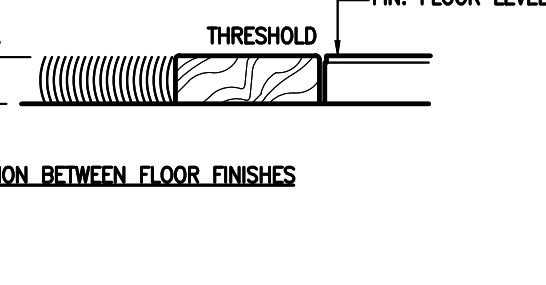
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PUSH SIDE



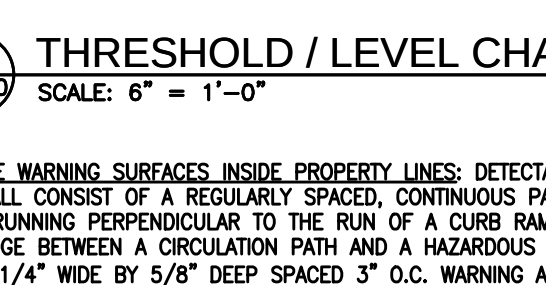
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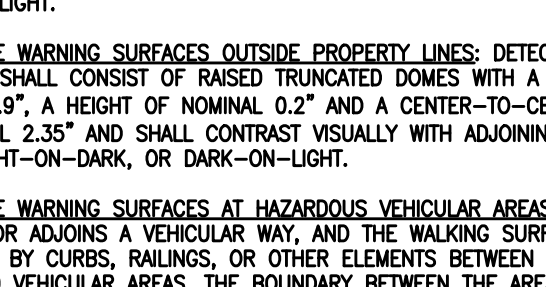
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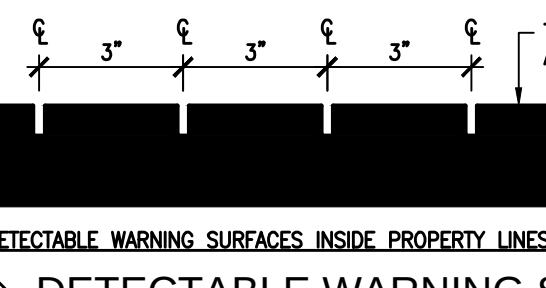
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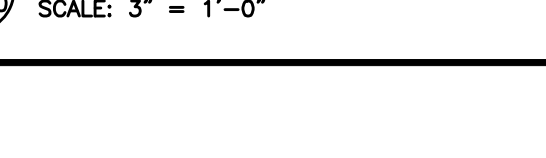
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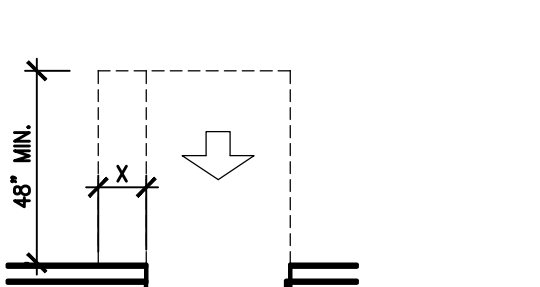
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PUSH SIDE

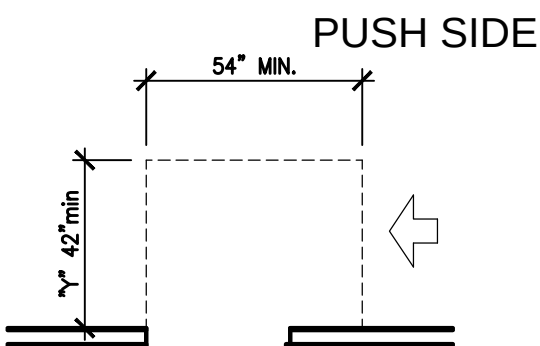


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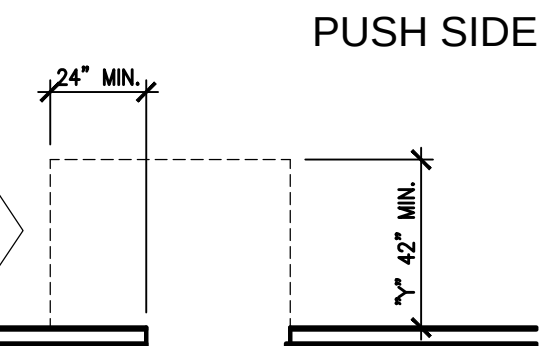
NOTE: X = 12 IN IF DOOR HAS BOTH A LATCH AND CLOSER

PUSH SIDE



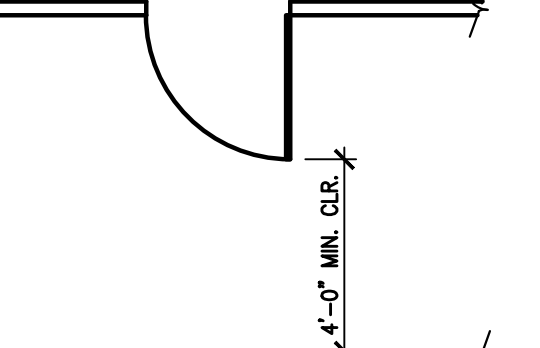
NOTE: Y = 48IN MINIMUM IF DOOR HAS BOTH A LATCH AND CLOSER

PUSH SIDE

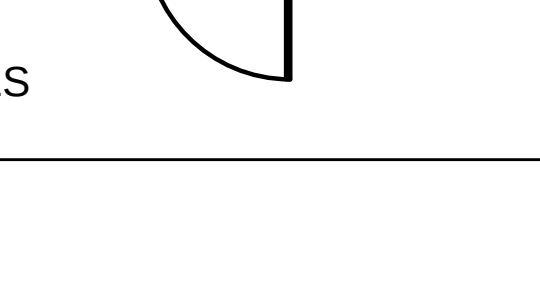


NOTE: Y = 48IN MINIMUM IF DOOR HAS A CLOSER.

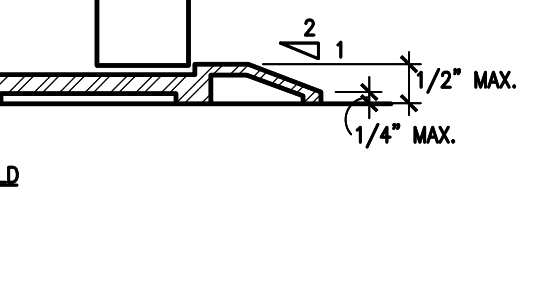
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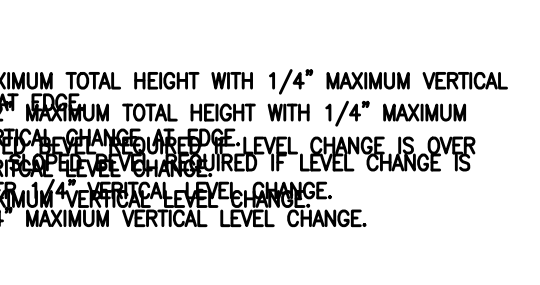
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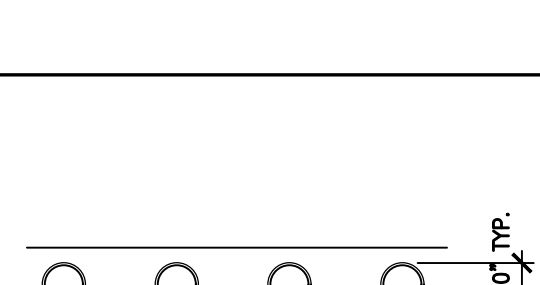
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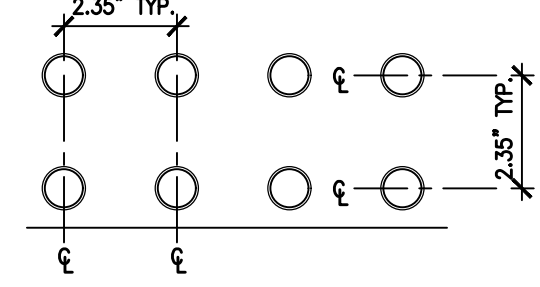
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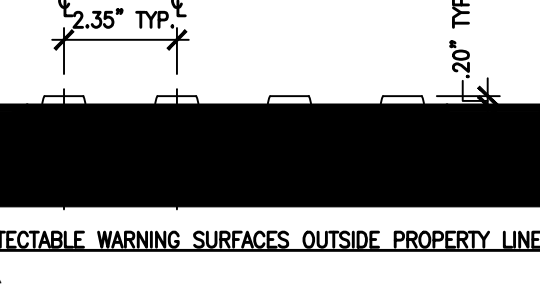
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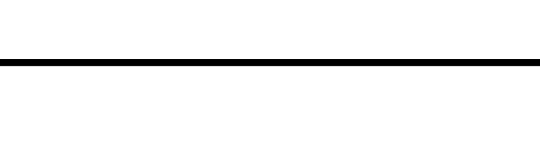
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PUSH SIDE



PUSH SIDE

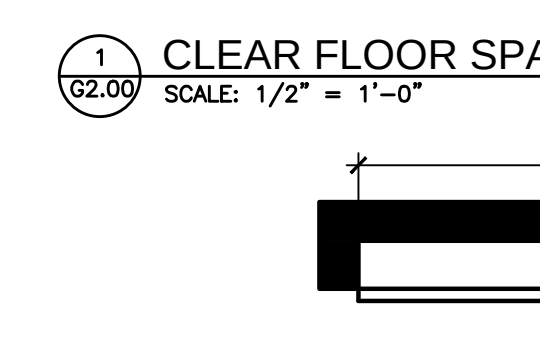


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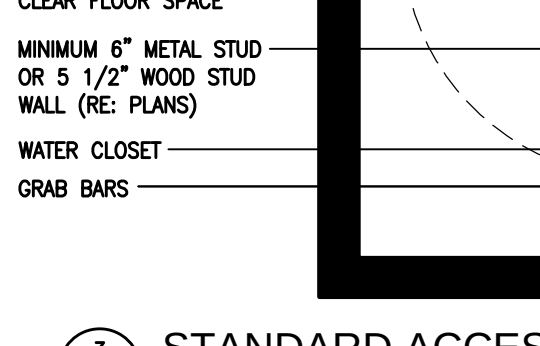
NOTE: X = 12 IN IF DOOR HAS BOTH A LATCH AND CLOSER

PUSH SIDE



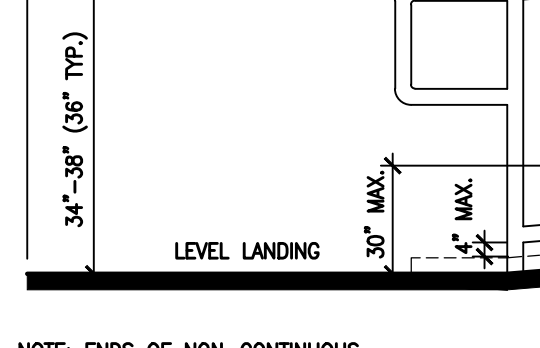
NOTE: Y = 48IN MINIMUM IF DOOR HAS BOTH A LATCH AND CLOSER

PUSH SIDE

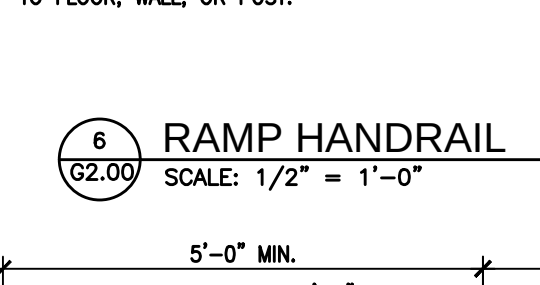


NOTE: Y = 48IN MINIMUM IF DOOR HAS A CLOSER.

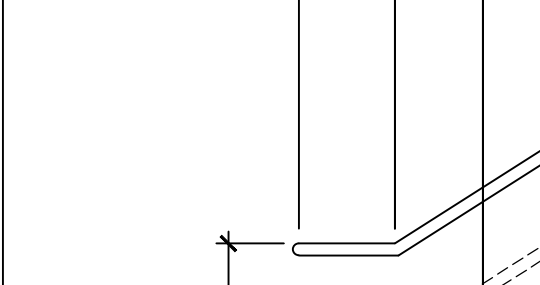
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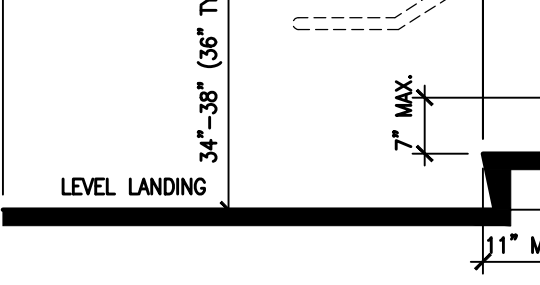
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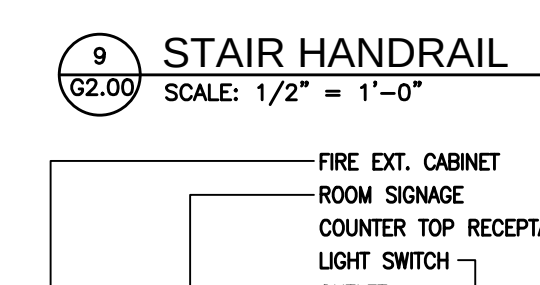
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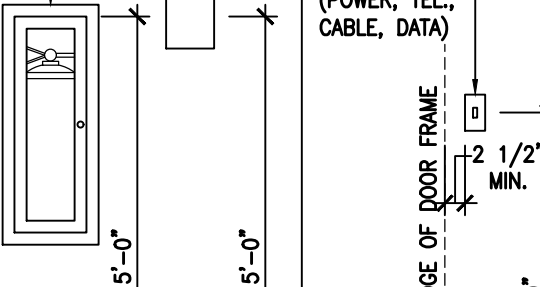
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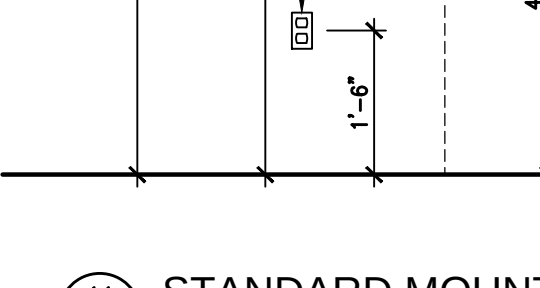
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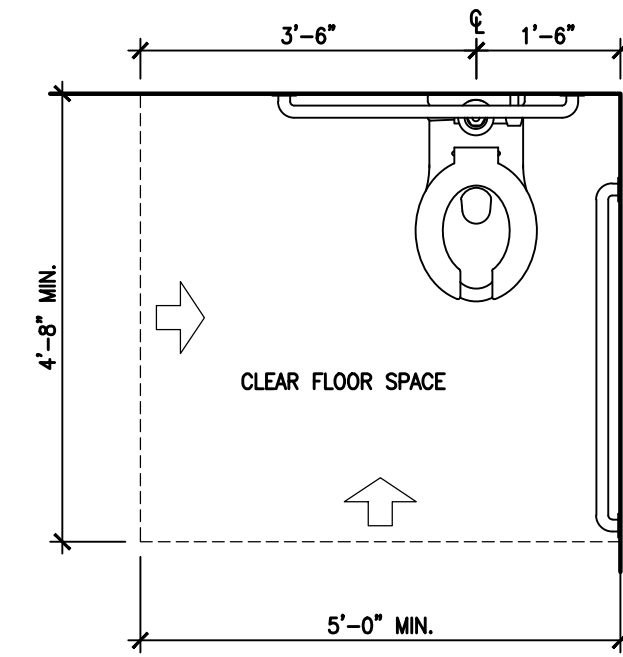
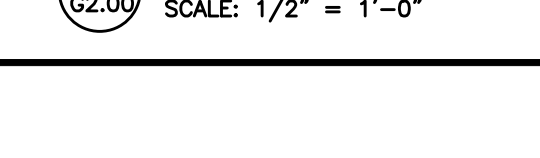
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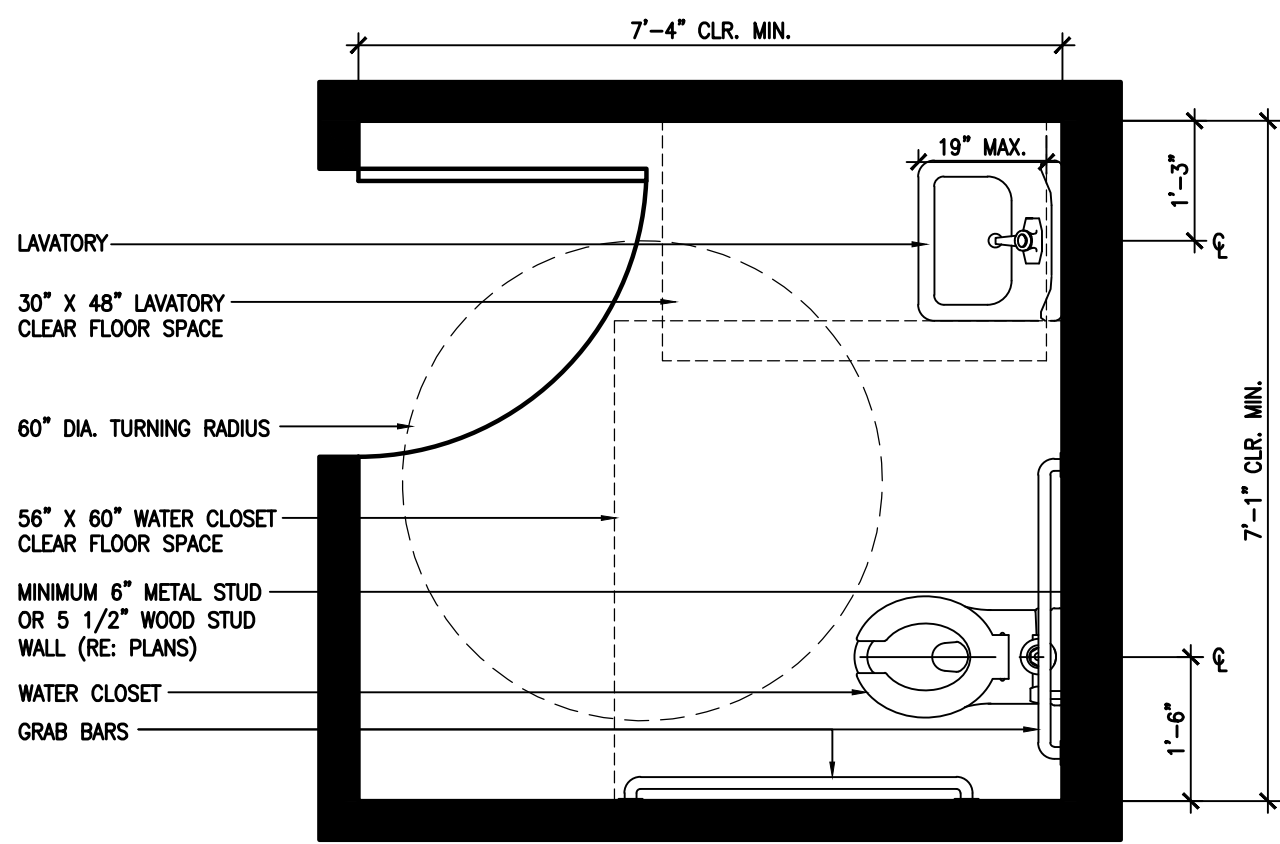


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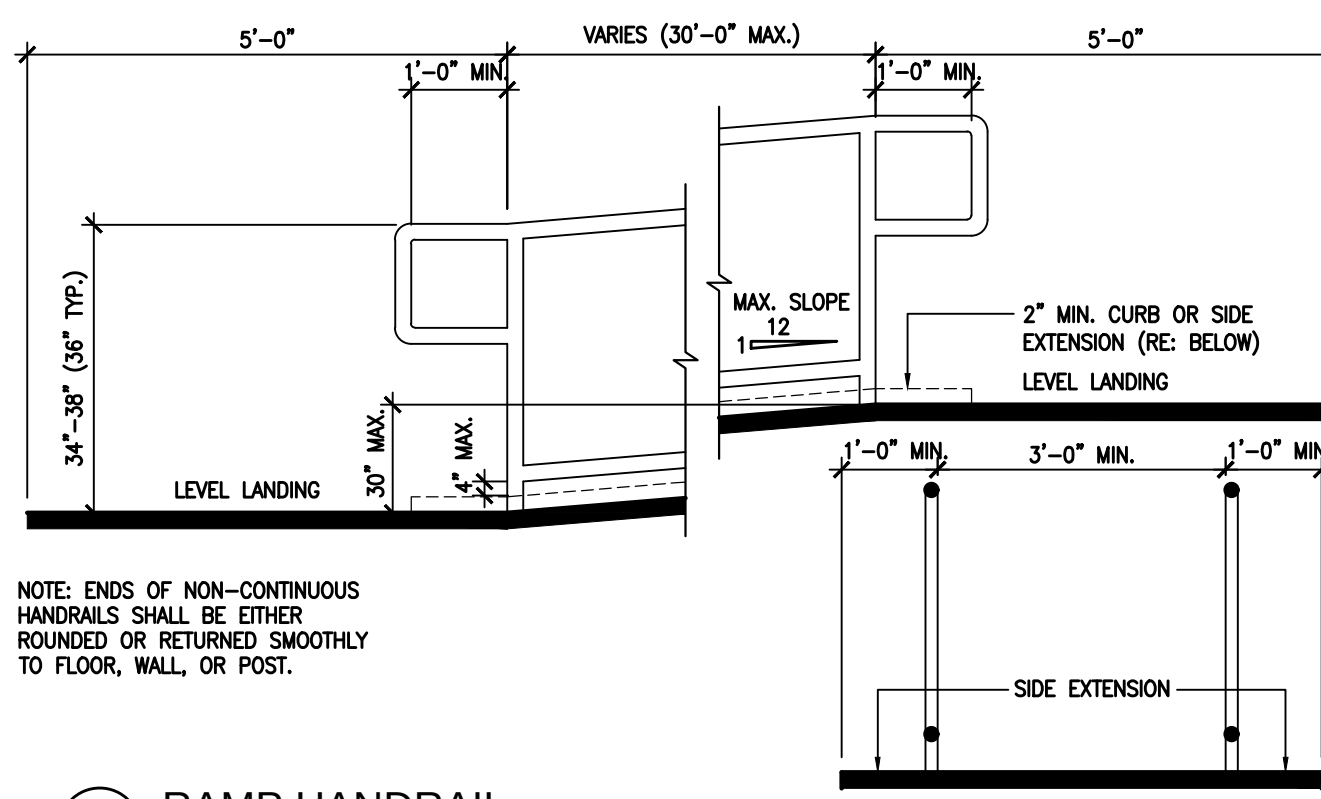
1 CLEAR FLOOR SPACE AT ACCESSIBLE WATER CLOSETS

SCALE: 1/2" = 1'-0"



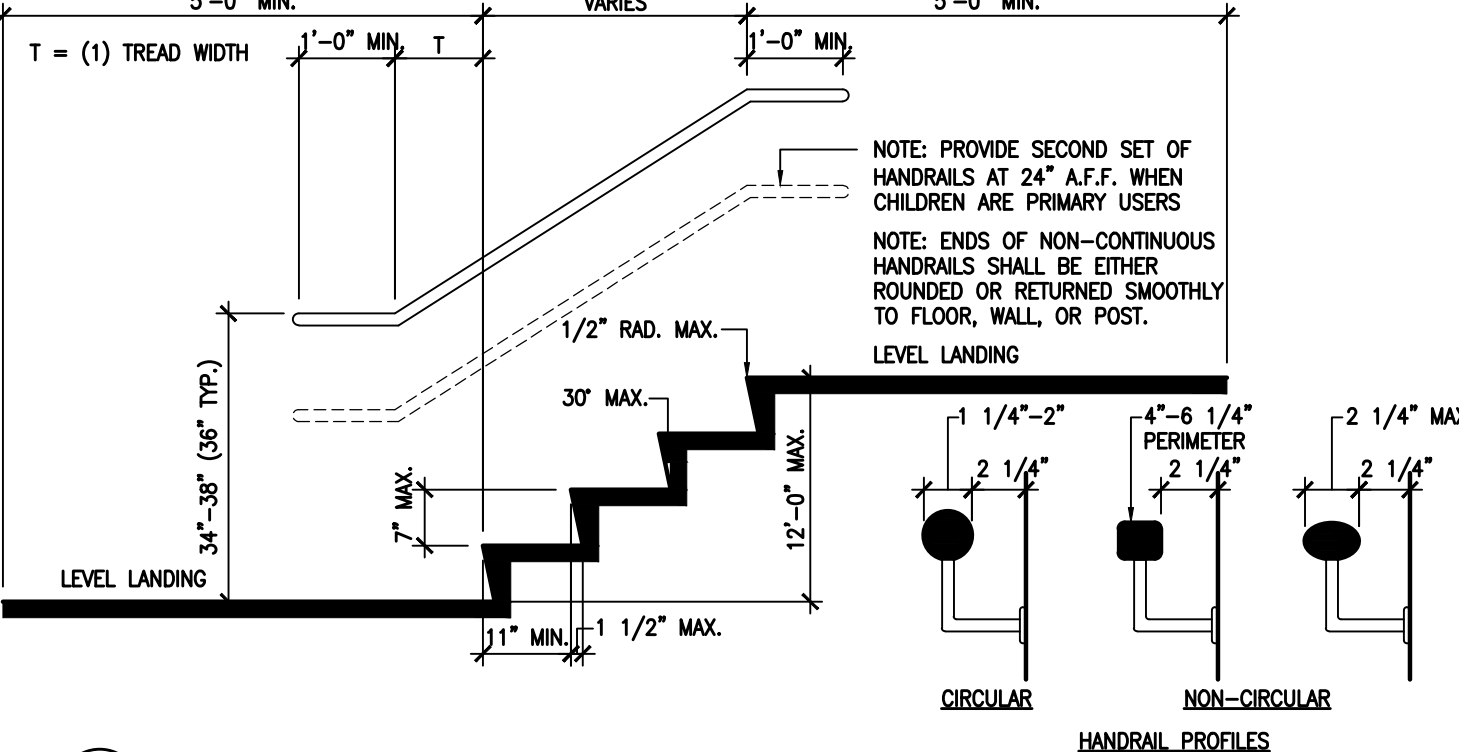
3 STANDARD ACCESSIBLE SINGLE FIXTURE TOILET

SCALE: 1/2" = 1'-0"



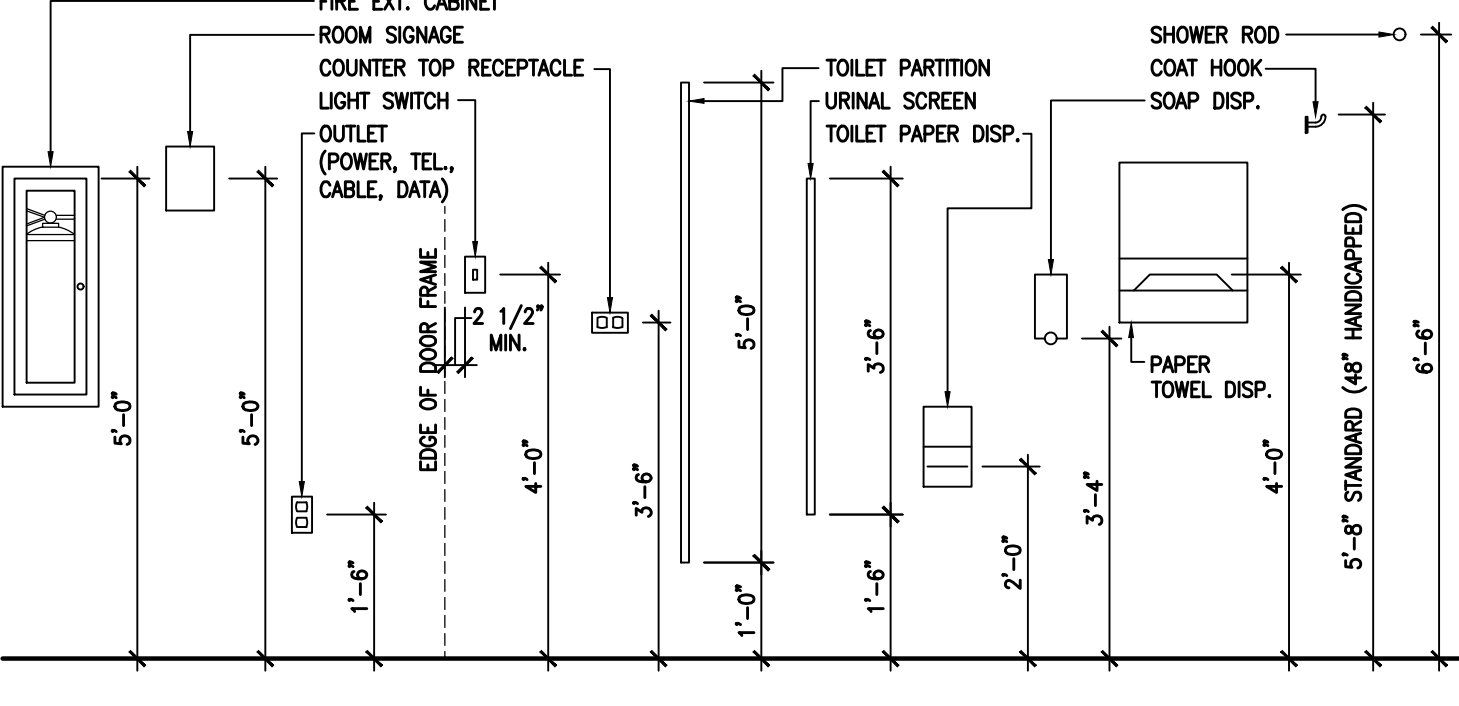
6 RAMP HANDRAIL

SCALE: 1/2" = 1'-0"



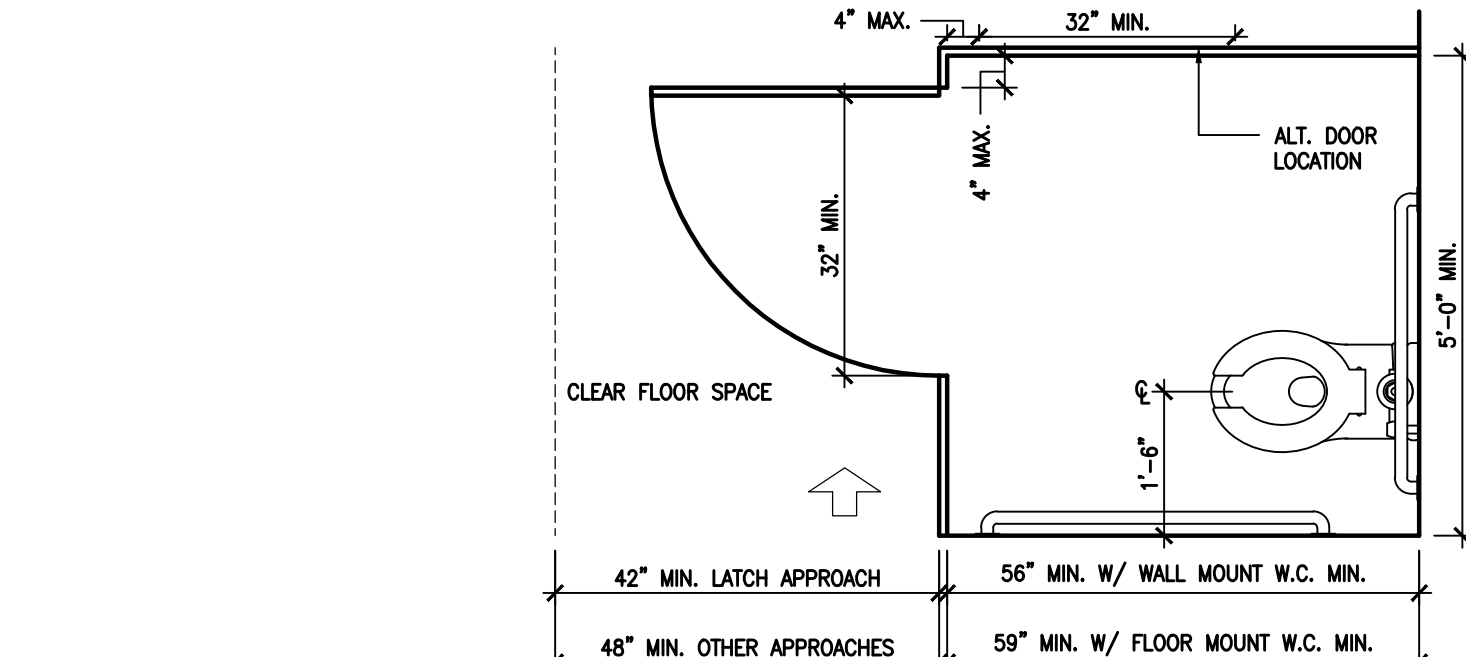
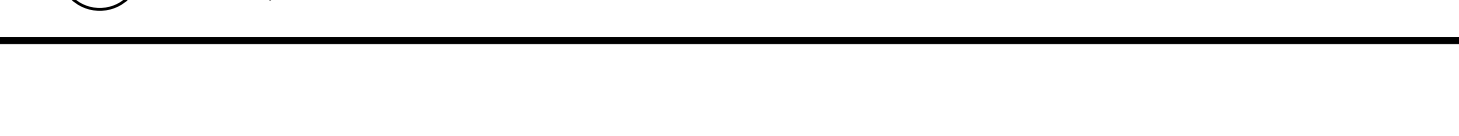
9 STAIR HANDRAIL

SCALE: 1/2" = 1'-0"



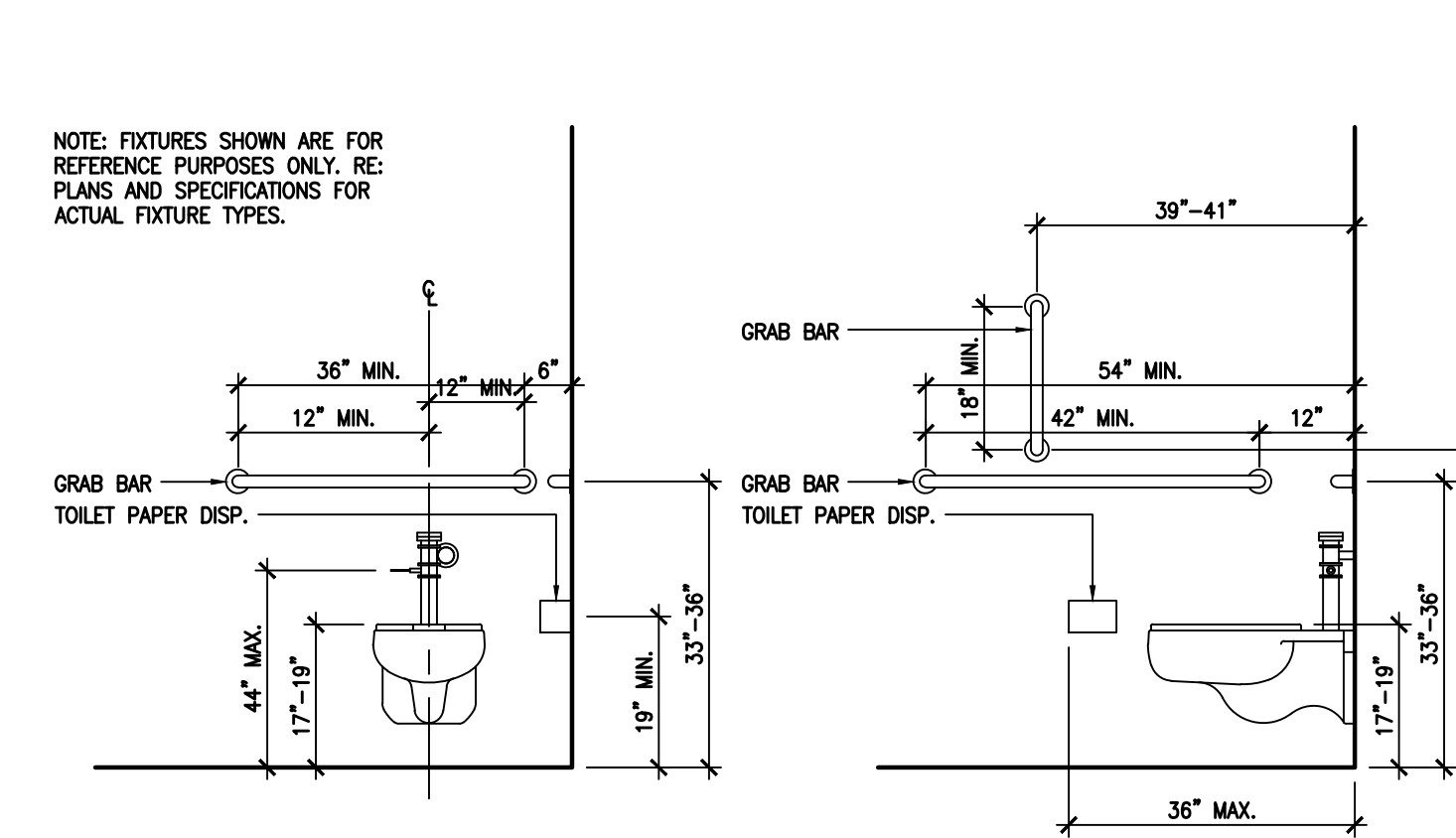
11 STANDARD MOUNTING HEIGHTS

SCALE: 1/2" = 1'-0"



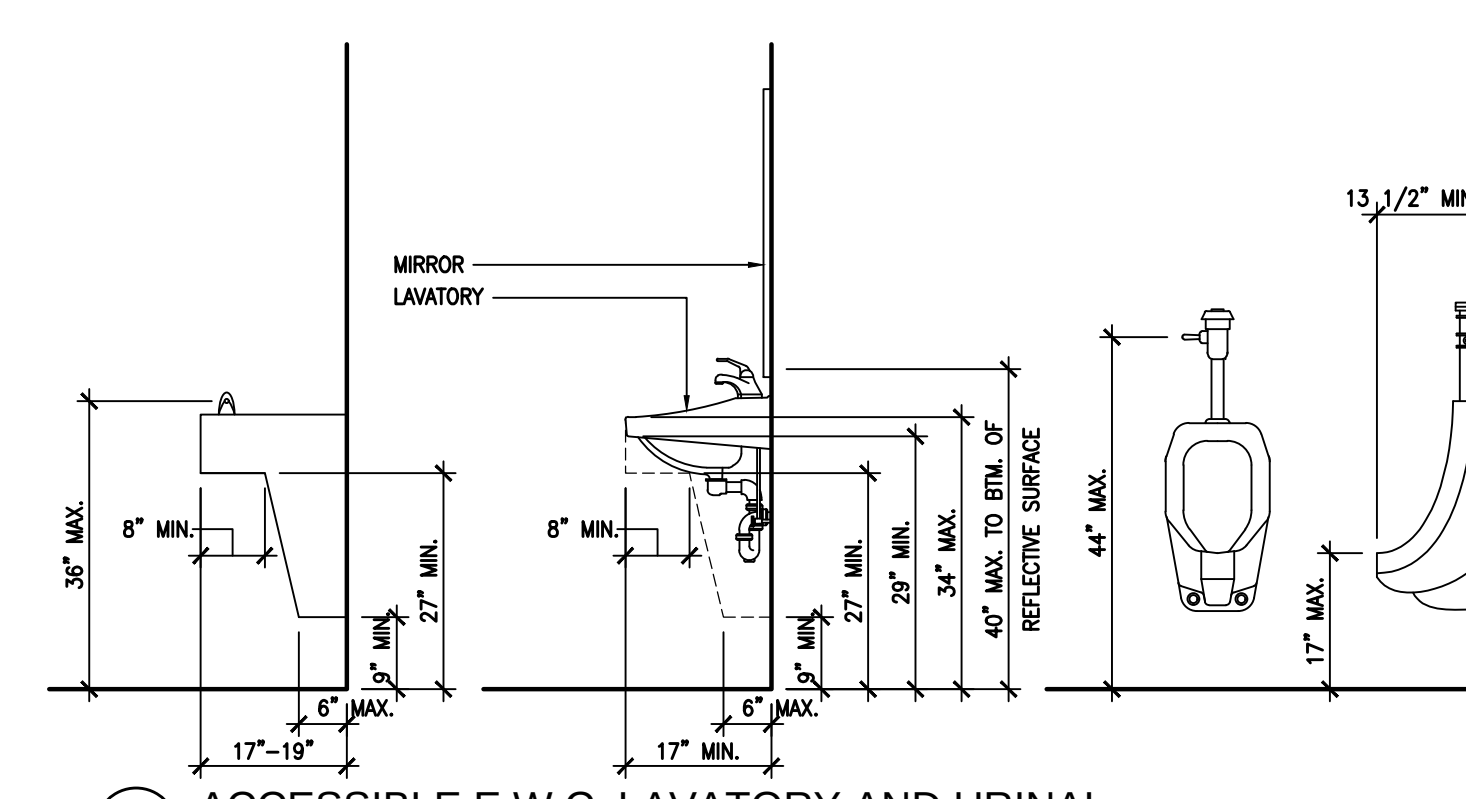
2 ACCESSIBLE TOILET STALL

SCALE: 1/2" = 1'-0"



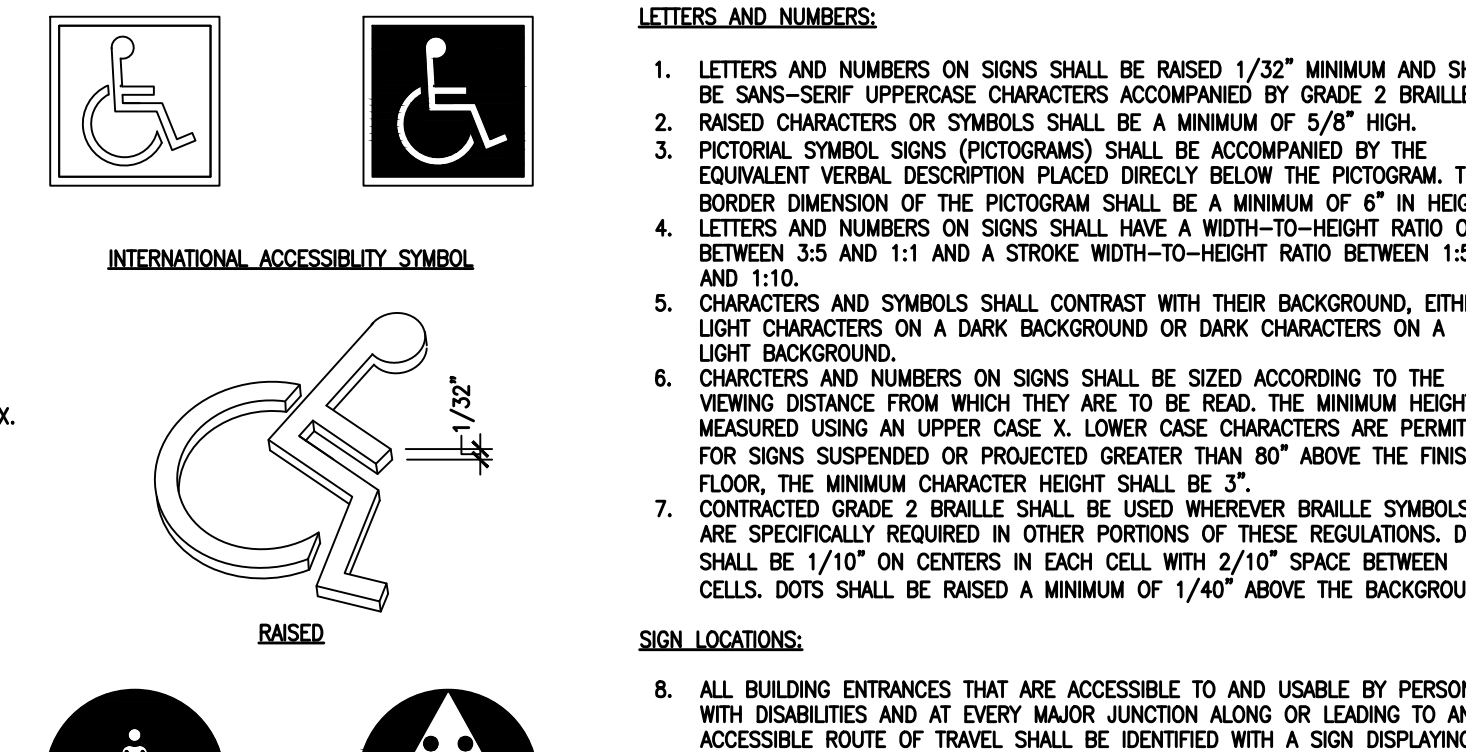
4 MOUNTING HEIGHTS AT ACCESSIBLE WATER CLOSETS

SCALE: 1/2" = 1'-0"



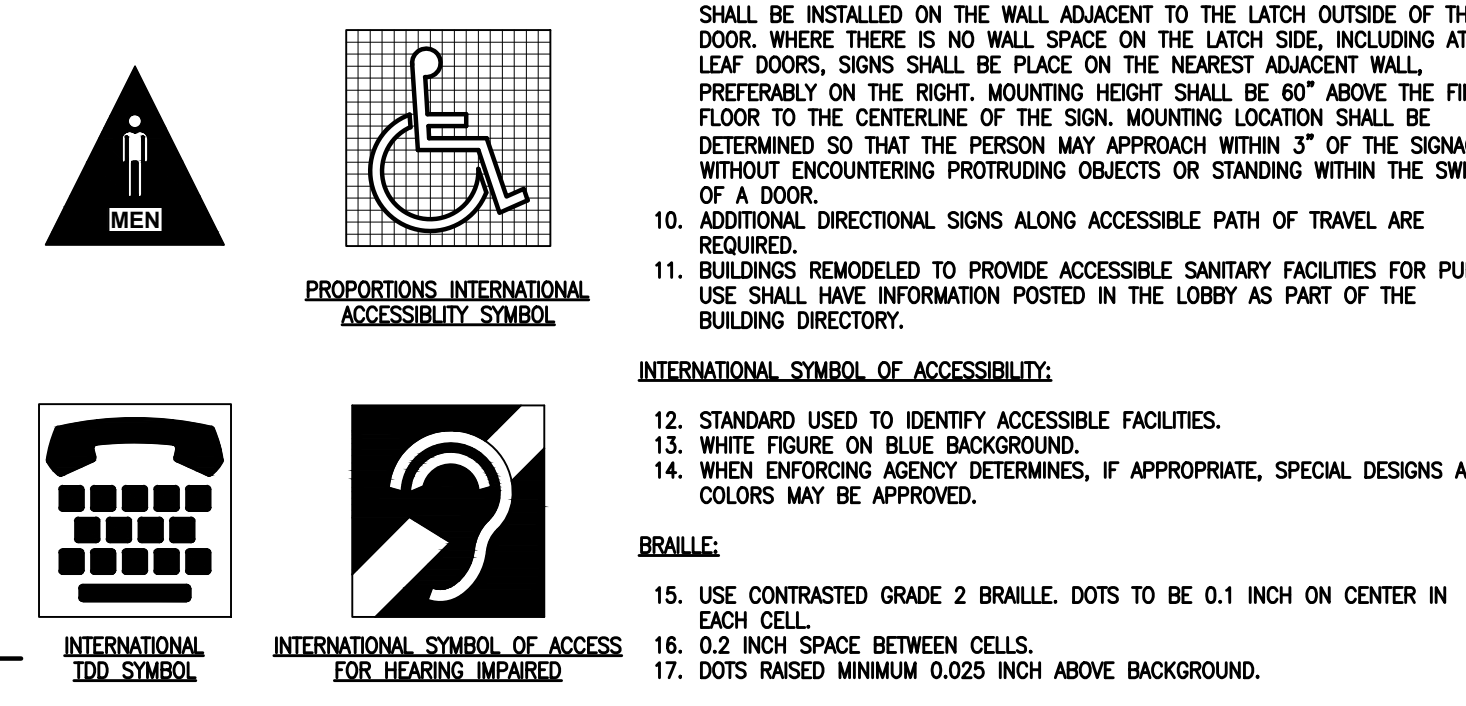
7 ACCESSIBLE E.W.C, LAVATORY AND URINAL

SCALE: 1/2" = 1'-0"



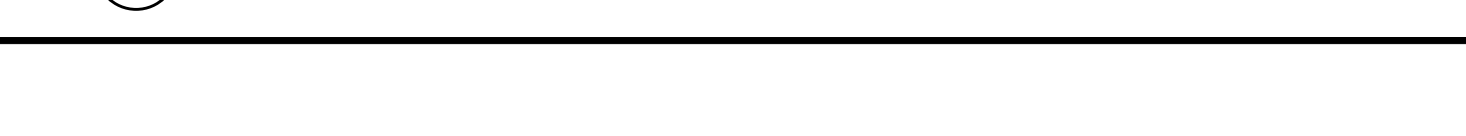
LETTERS AND NUMBERS:

SCALE: 1/2" = 1'-0"



12 ACCESSIBLE SIGNAGE

SCALE: NO SCALE



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Scales as stated herein are valid on the original drawing only.

These plans were prepared in this office under our personal supervision, and to the best of our knowledge comply with state and local codes. We will generally administer construction.

By:

PHASE REVISION	DATE
SCHEMATIC DESIGN	01.11.2019
DESIGN DEVELOPMENT	03.08.2019
CONSTRUCTION DOCUMENTS	-

JOHN CAROTHERS PROPERTY
MAINTENANCE BUILDING

HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37067

EXHIBIT
D

PROJECT NUMBER

03-014-18

SHEET TITLE

STANDARDS

SHEET NUMBER

G2.00



FUSION ARCHITECTURE, PC
116 MAJESTIC LANE
FRANKLIN, TENNESSEE 37064
V: 615.454.3916
W: FUSIONARCHITECTURE.COM

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JOHN CAROTHERS PROPERTY
MAINTENANCE BUILDING
HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37067

EXHIBIT D

PROJECT NUMBER
03-014-18

SHEET TITLE
ARCH. SITE PLAN

SHEET NUMBER
A1.00

LEGEND

- PROPERTY LINE (RE: SURVEY)
- BUILDING LINE
- POWER LINE (RE: SURVEY)
- IMPERVIOUS CONCRETE PAVING (RE: CIVIL DWGS.)
- CONCRETE SIDEWALK (RE: CIVIL DWGS.)
- SEWER MANHOLE
- WATER VALVE
- FIRE HYDRANT
- POWER POLE
- POLE LIGHT
- WATER METER
- GAS COCK AND METER
- ELECTRICAL METER
- ROOF DRAIN LINE

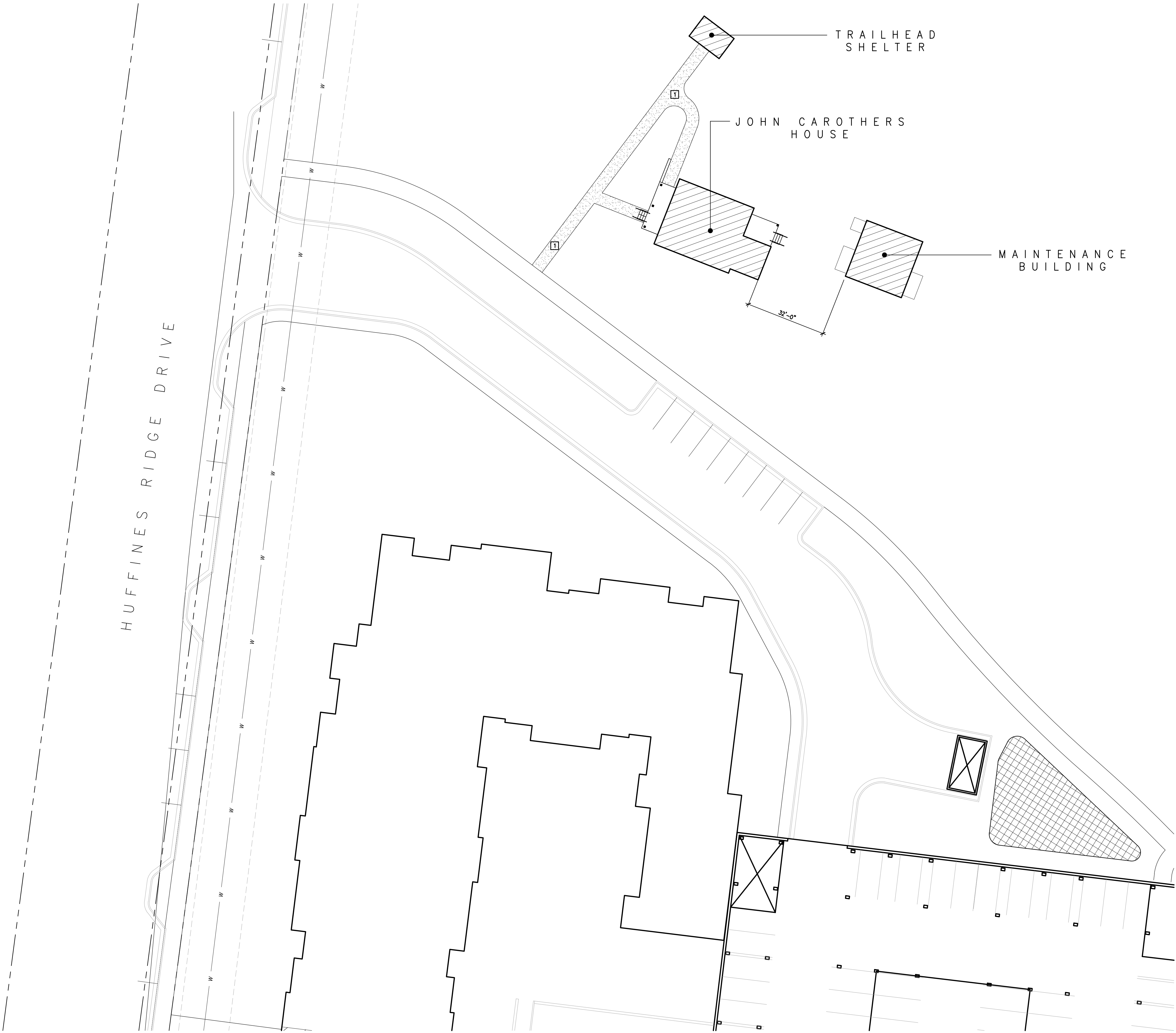
SITE PLAN GENERAL NOTES

- COORDINATE ALL WORK SCHEDULING AND COMPLY WITH SAFETY PROCEDURES THAT PROTECT ALL OCCUPANTS IN CONSTRUCTION AREAS.
- CONSTRUCTION DEBRIS SHALL BE REMOVED AND/OR STORED AWAY FROM THE BUILDING ON A DAILY BASIS. DISPOSE OF TRASH AS REQUIRED BY ORDINANCE OR CODE.
- PROPER SITE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES. DAMAGE CAUSED BY FAILING TO MAINTAIN SITE DRAINAGE SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- PROVIDE COMPACTED FILL AT RUTS OR HOLES CAUSED BY CONSTRUCTION ACTIVITIES. REPAIR ANY CONCRETE DAMAGED DURING CONSTRUCTION.
- ALL NEW PAVING SHALL BE REINFORCED CONCRETE. THICKNESS AND REINFORCING SHALL BE AS DETAILED ON CIVIL DRAWINGS.
- ACCESSIBLE PARKING SPACE TO BE DESIGNATED BY BLUE STRIPING AND EITHER A BLUE SYMBOL ON A WHITE BACKGROUND OR A WHITE SYMBOL ON A BLUE BACKGROUND. ACCESSIBLE PARKING STALLS REQUIRE THE INSTALLATION OF THE PROPER SIGNAGE.
- ALL PARKING SPACES SHALL BE LAD OUT IN ACCORDANCE WITH THE TYPICAL DETAIL AS SHOWN ON THIS PLAN, UNLESS OTHERWISE INDICATED ON THIS PLAN.
- PRIOR TO INSTALLATION AND POURING OF CONCRETE PAVING, CONTRACTOR SHALL VERIFY AND COORDINATE ALL CONDUIT SIZES AND ROUTES.
- REFERENCE LANDSCAPE DRAWINGS FOR PLANTING AND SEEDING SCOPE OF WORK.

PARKING SUMMARY

SITE PLAN KEYNOTES

- 1 NEW CONCRETE SIDEWALK
- 2 -
- 3 -
- 4 -
- 5 -





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Scales as stated hereon are valid on the original drawing only.

These plans were prepared in this office under our personal supervision, and to the best of our knowledge comply with state and local codes. We will generally administer construction.

By: _____

PHASE	REVISION	DATE
SCHEMATIC DESIGN		01.11.2019
DESIGN DEVELOPMENT		03.08.2019
CONSTRUCTION DOCUMENTS		-

JOHN CAROTHERS PROPERTY
MAINTENANCE BUILDING
HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37067

EXHIBIT D

PROJECT NUMBER

03-014-18

SHEET TITLE

ARCH. PLANS

SHEET NUMBER

A2.10

LEGEND

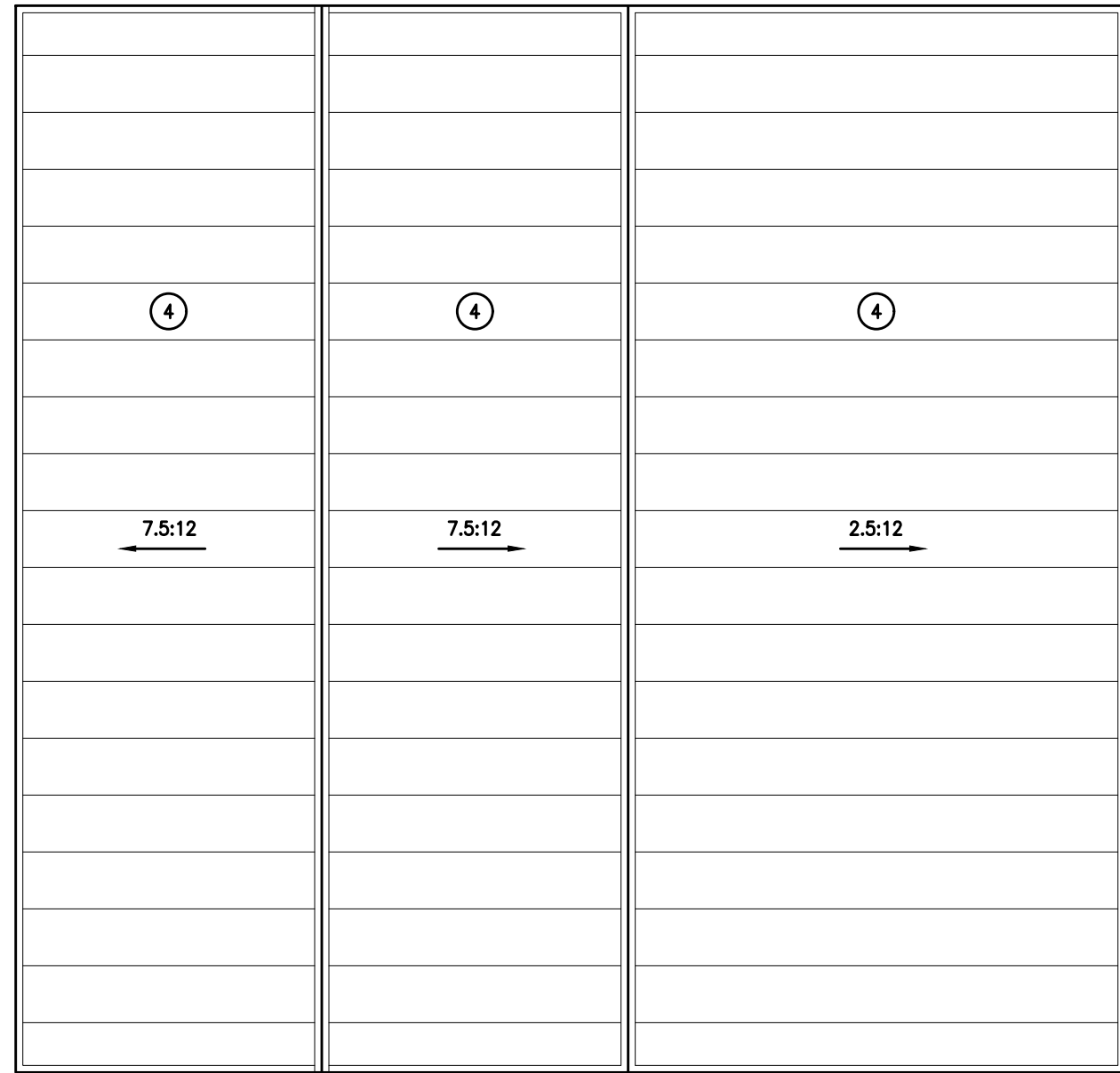
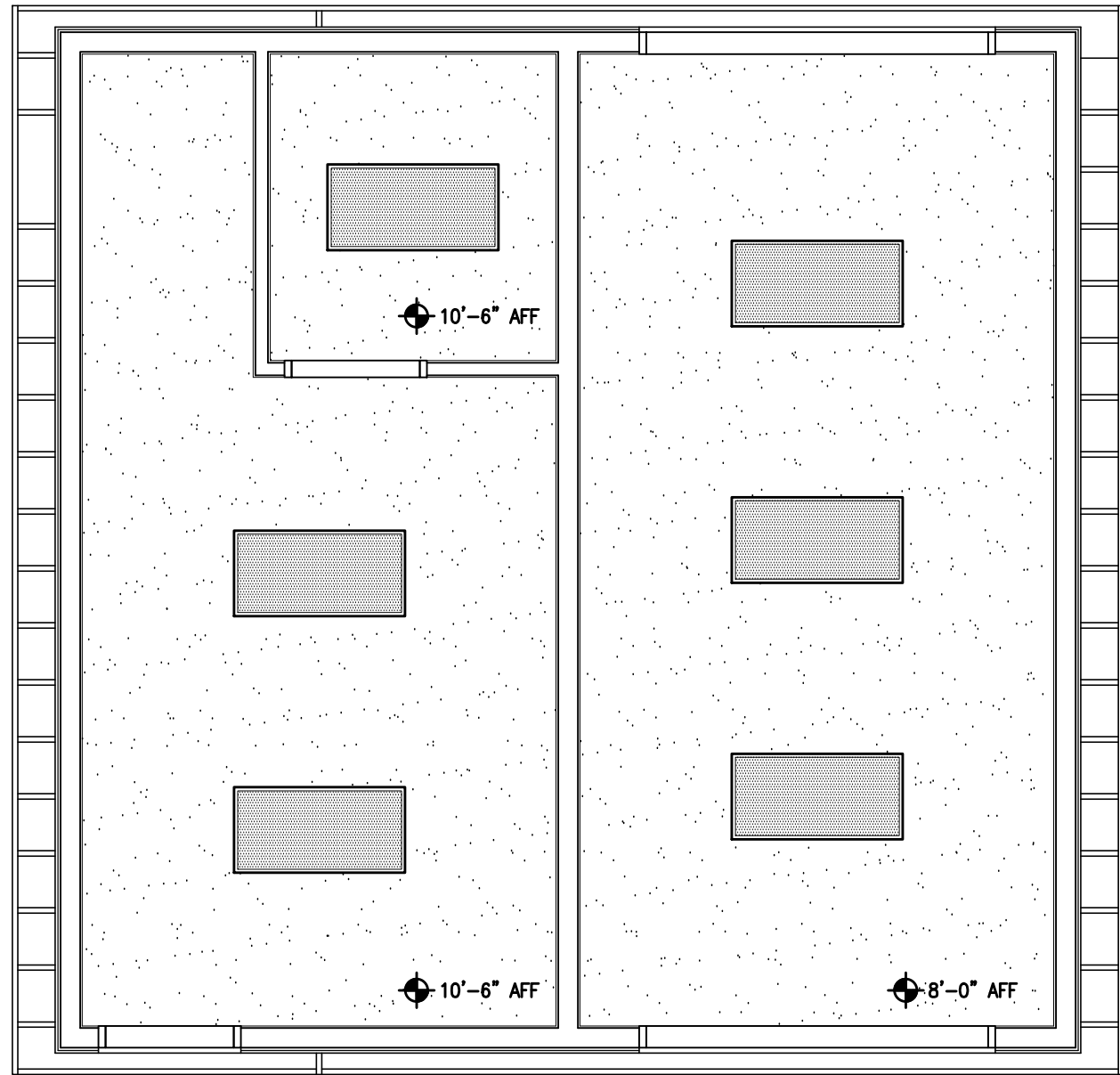
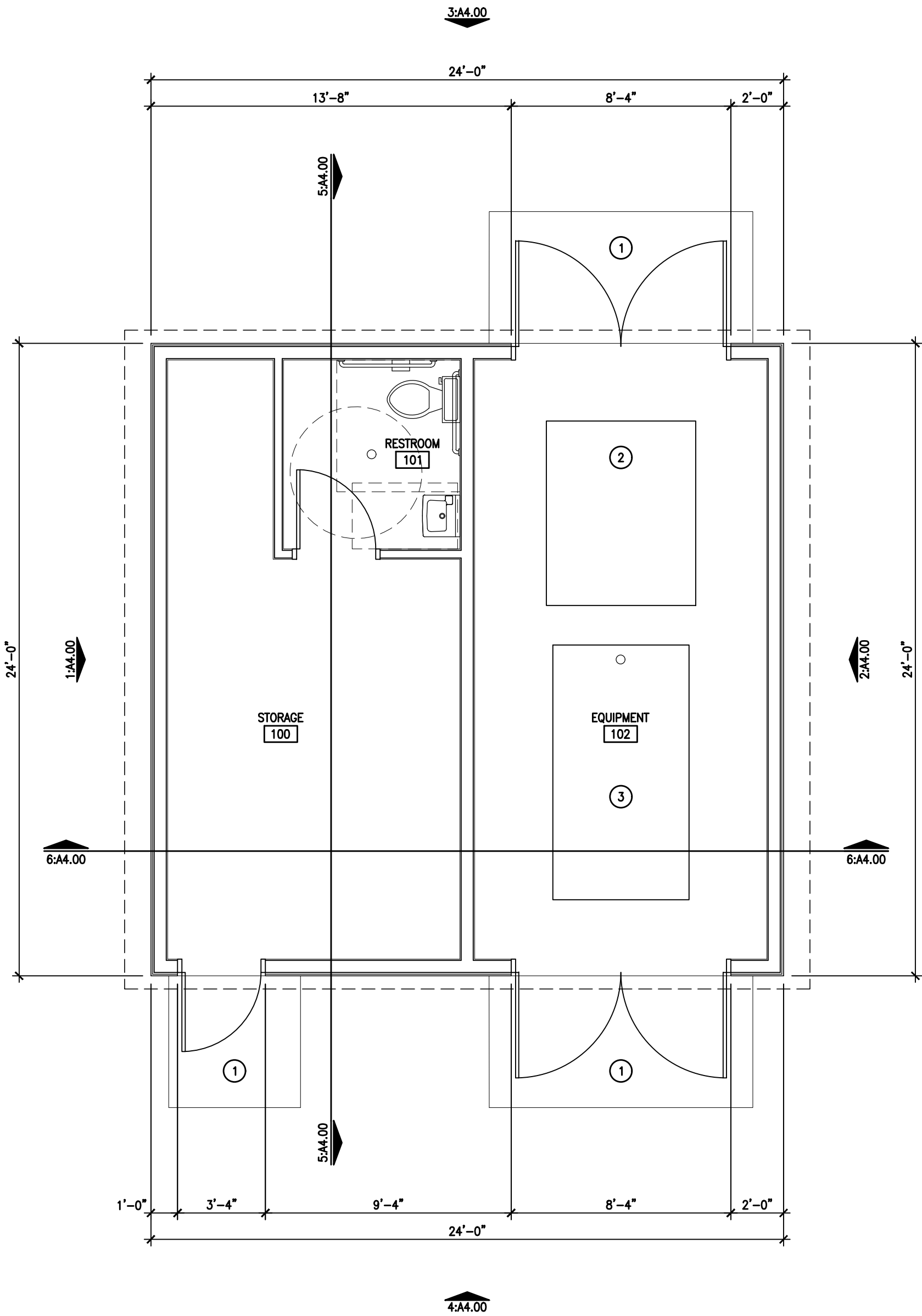
- NEW DOOR AS SCHEDULED
- NEW WALL AS SCHEDULED
- PAINTED GYPSUM BOARD:
- 2'-0" x 4'-0" LED LIGHT WITH ACRYLIC LENS (RE: ELECTRICAL)
- RECESSED CAN DOWNLIGHT (RE: ELECTRICAL)
- EXIT LIGHT (RE: ELECTRICAL)
- ELEVATION INDICATES CLEAR HEIGHT FROM FINISHED FLOOR TO FINISHED CEILING. ALL CEILING HEIGHTS = 9'-0" U.N.D.

GENERAL NOTES

- INTERIOR FINISHES SHALL COMPLY WITH NFPA 101:36.3.3 (0-75) FLAMESPREAD WITH SMOKE DEVELOPMENT OF (0-450).
- LOOSELY HANGING FURNISHINGS AND DECORATIONS SHALL BE FLAME RESISTANT AS DEMONSTRATED BY TESTING IN ACCORDANCE WITH NFPA 701.
- ALL DIMENSIONS, UNLESS NOTED OTHERWISE, ARE TAKEN FROM FACE OF FRAMING.
- INSULATION ASSEMBLIES SHALL MEET THE REQUIREMENTS OF SECTION 708, IBC, 2018 EDITION.

KEYNOTES

- CONCRETE LANDING
- LAWN MOWER
- ALL TERRAIN VEHICLE
- PRE-FINISHED STANDING SEAM METAL ROOF
-
-
-
-
-
-





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DESIGN DEVELOPMENT		03.08.2019
CONSTRUCTION DOCUMENTS		--

JOHN CAROTHERS PROPERTY
MAINTENANCE BUILDING
HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37067

EXHIBIT D

PROJECT NUMBER

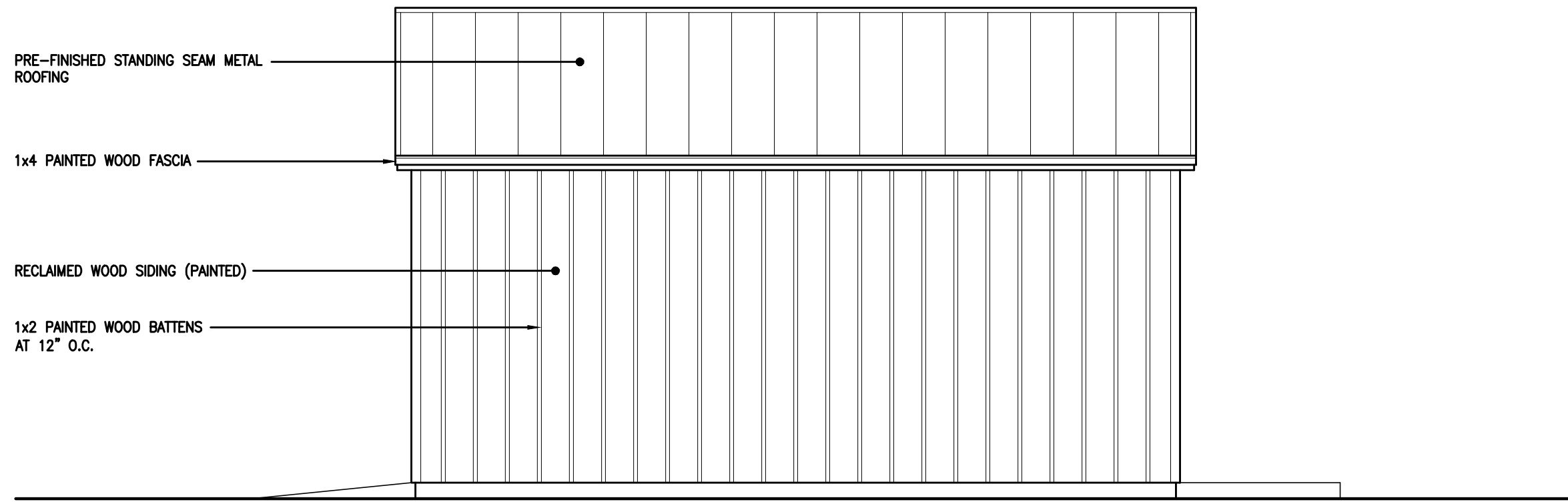
03-014-18

SHEET TITLE

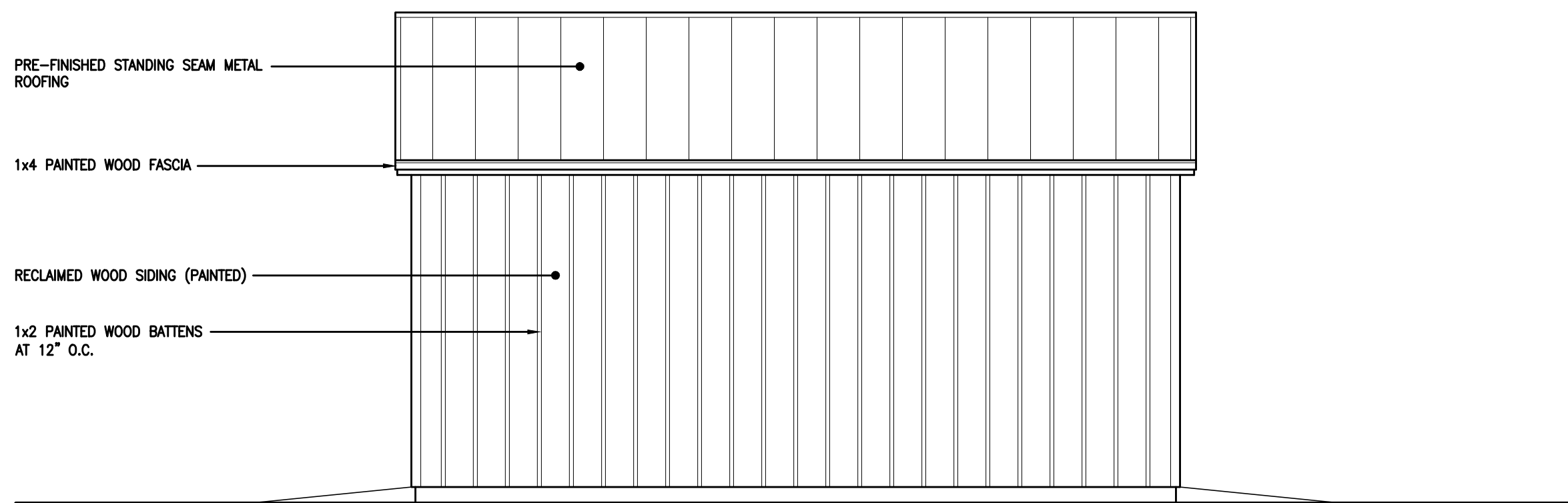
ELEVS AND SECTIONS

SHEET NUMBER

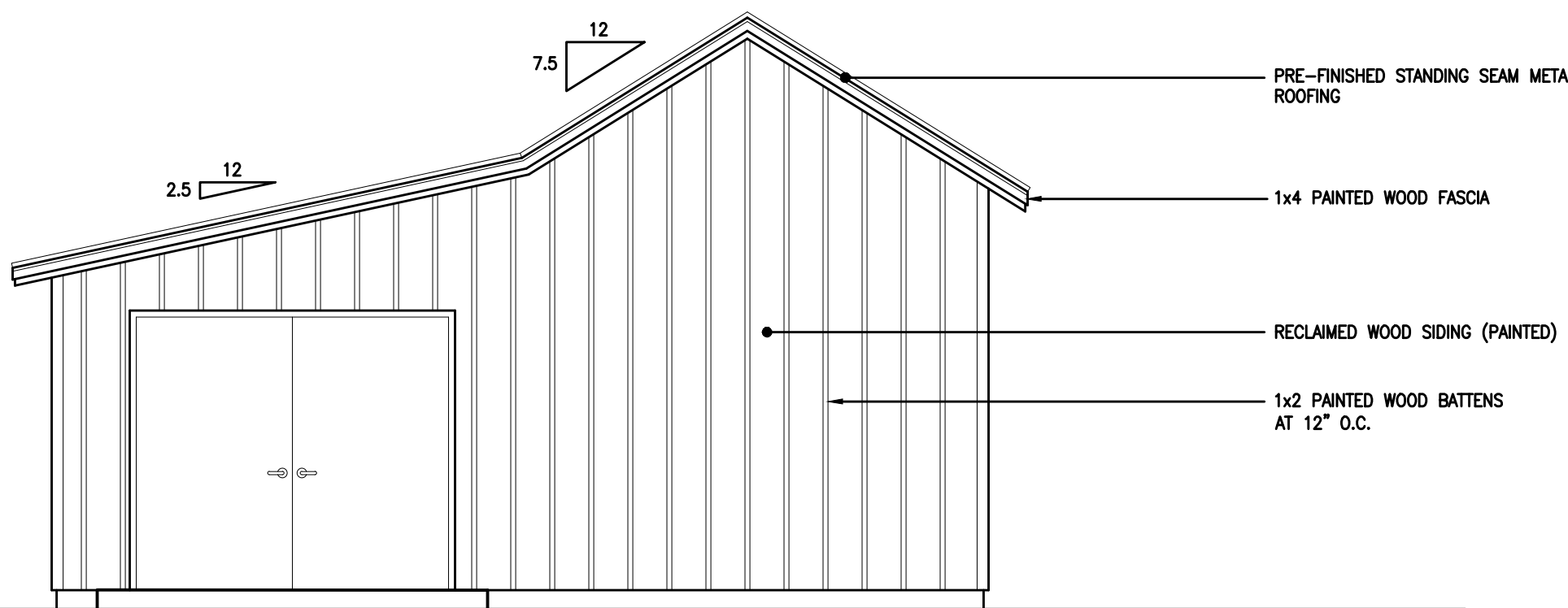
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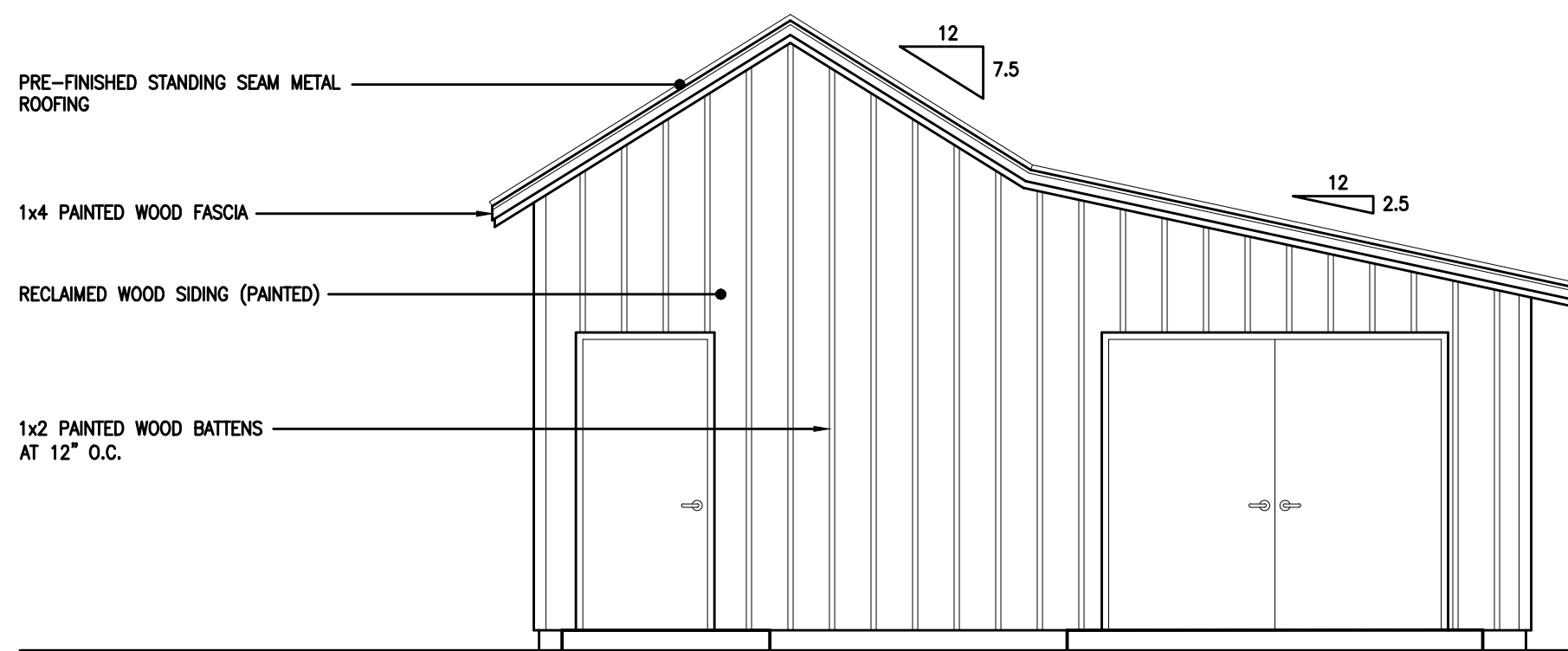
1 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



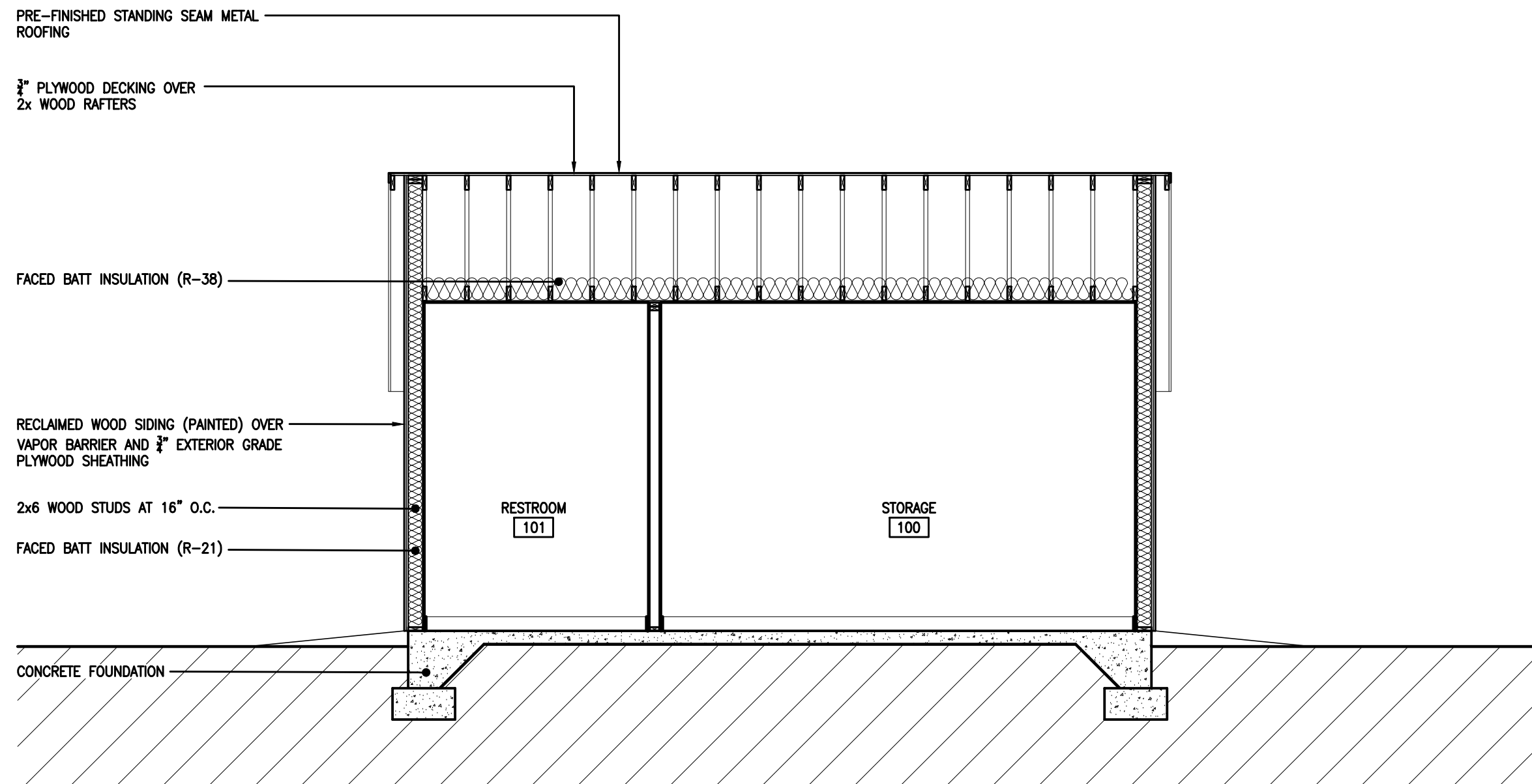
2 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



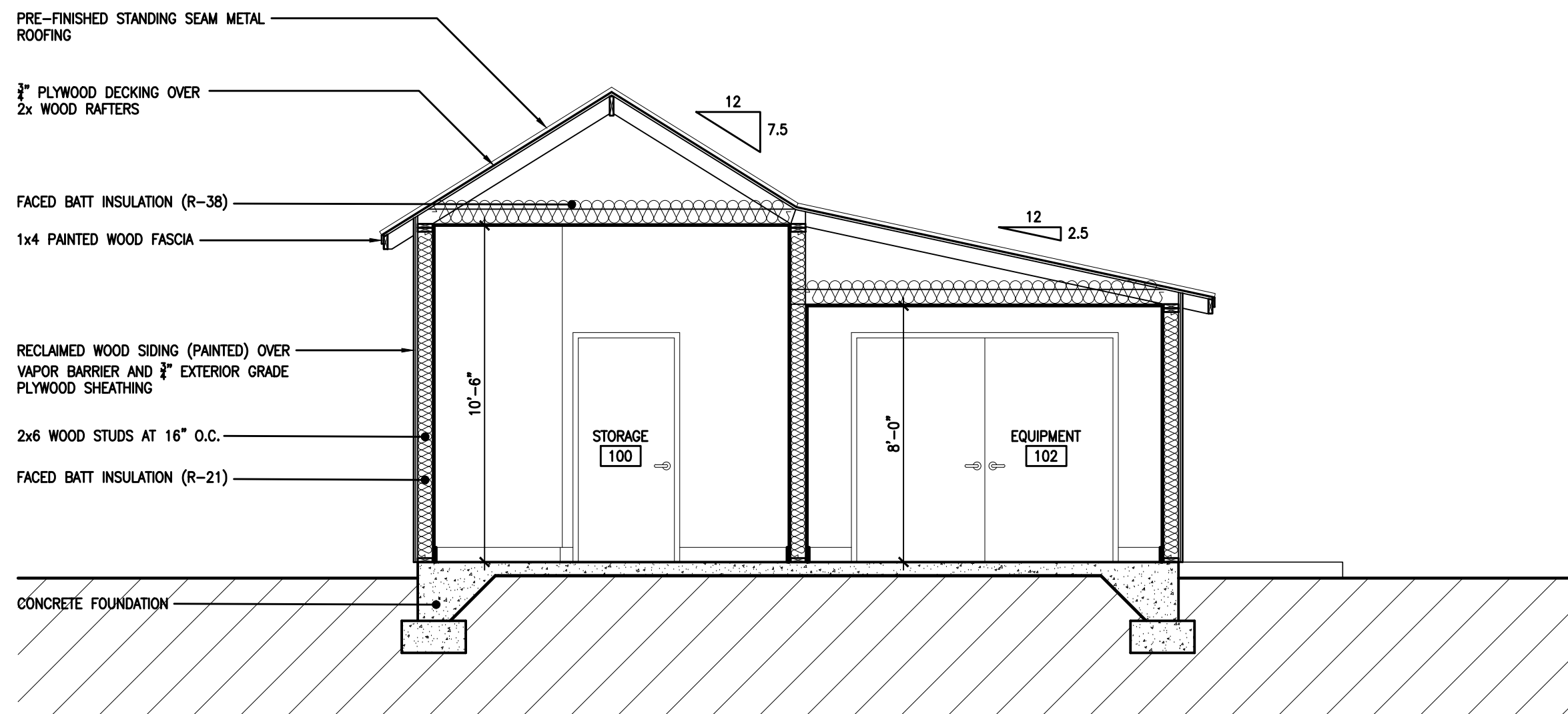
3 EAST ELEVATION
SCALE: 1/4" = 1'-0"



4 WEST ELEVATION
SCALE: 1/4" = 1'-0"



5 BUILDING SECTION
SCALE: 1/4" = 1'-0"



6 BUILDING SECTION
SCALE: 1/4" = 1'-0"

DESIGN DEVELOPMENT

JOHN CAROTHERS PROPERTY TRAILHEAD SHELTER

HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37067

INDEX OF DRAWINGS:

GENERAL (2)

G1.00 _____ TITLE SHEET, GENERAL INFORMATION
G2.00 _____ STANDARDS

ARCHITECTURAL (2)

A1.00 _____ ARCHITECTURAL SITE PLAN
A2.10 _____ ARCHITECTURAL FLOOR PLAN, CEILING PLAN, ROOF PLAN, EXTERIOR ELEVATIONS AND SECTIONS

GENERAL NOTES:

- THE GENERAL CONTRACTOR IS RESPONSIBLE TO SUPPLY ALL SUBCONTRACTORS WITH CONSTRUCTION DRAWINGS AND SPECIFICATIONS NECESSARY TO BID AND/OR CONSTRUCT THIS PROJECT.
- ALL DIMENSIONS ON THE FLOOR PLANS, UNLESS OTHERWISE NOTED, ARE TAKEN FROM FACES OF STUDS OF EXTERIOR WALLS AND INTERIOR WALLS.
- THE OWNER SHALL BE RESPONSIBLE FOR NOTIFYING THE GENERAL CONTRACTOR OF ANY ADDITIONAL ITEMS TO BE INSTALLED THAT ARE NOT SHOWN ON THE DRAWINGS.
- ANY PENETRATIONS OF, OR MODIFICATIONS TO CONCRETE MUST BE COORDINATED WITH ARCHITECT PRIOR TO CONSTRUCTION.
- IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF WORK. THIS REQUIREMENT WILL APPLY CONTINUOUSLY AND SHALL NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO INSURE THE SAFETY OF THE PUBLIC AND/OR WORK PERSONS ON THE JOB AND TO PREVENT ACCIDENTS OR INJURY TO ANY PERSON ON, ABOUT OR ADJACENT TO THE PREMISES. THE CONTRACTOR SHALL COMPLY WITH ALL LAWS, ORDINANCES, CODES, RULES AND REGULATIONS RELATIVE TO SAFETY AND THE PREVENTION OF ACCIDENTS.
- WHETHER OR NOT SPECIFICALLY INDICATED ON THE DRAWINGS, ALL CONTRACTORS SHALL BE RESPONSIBLE FOR REMOVING OR DEMOLISHING EXISTING CONSTRUCTION (INCLUDING UTILITIES) WHICH WILL INTERFERE WITH NEW WORK.
- PRIOR TO THE SHUT-DOWN OR TYING INTO ANY UTILITY, APPROVAL SHALL BE OBTAINED FROM THE OWNER'S REPRESENTATIVE.
- COORDINATE WITH OWNER'S REPRESENTATIVE, LOCATION OF CONTRACTORS' EQUIPMENT AND MATERIAL STORAGE.
- ALL MECHANICAL WORK SHALL BE PERFORMED BY A LICENSED MECHANICAL CONTRACTOR AND IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS.
- ALL PLUMBING WORK SHALL BE PERFORMED BY A LICENSED PLUMBING CONTRACTOR ALL IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS.
- ALL ELECTRICAL WORK SHALL BE PERFORMED BY A LICENSED ELECTRICAL CONTRACTOR AND IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS.
- ALL STRUCTURAL FRAMING WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS.

PROJECT INFORMATION:

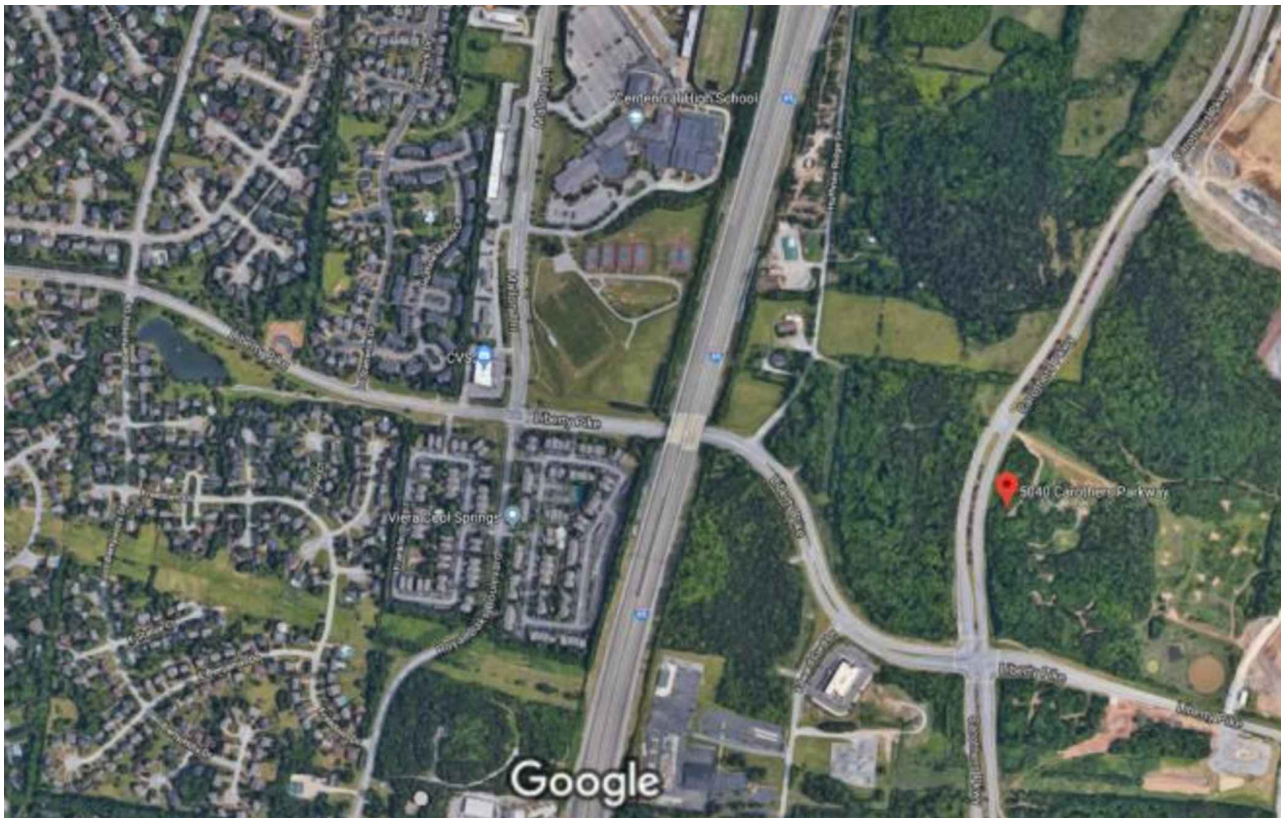
OCCUPANCY CLASSIFICATION: OCCUPANT LOAD: 44 OCCUPANTS
IBC: UTILITY; GROUP U
NFPA: SPECIAL STRUCTURES: - CHAPTER 11
TYPE OF CONSTRUCTION:
IBC: TYPE V (R)
NFPA: TYPE V (000)

ALLOWABLE NO. OF STORIES: 1
NO. OF STORIES: 1
ALLOWABLE BUILDING HEIGHT: 40'-0"
BUILDING HEIGHT: 12'-1"
ALLOWABLE BUILDING AREA: 5,000 S.F.
BUILDING AREA: 150 S.F.

APPLICABLE BUILDING CODES AND STANDARDS:

2018 INTERNATIONAL BUILDING CODE INCLUDING APPENDICES D, G AND K
2018 INTERNATIONAL ENERGY CONSERVATION CODE (FOR BUILDINGS REVIEWED UNDER THE IBC)
2018 INTERNATIONAL FIRE CODE INCLUDING APPENDICES B, C AND D
2018 NFPA LIFE SAFETY CODE 101
2017 NATIONAL ELECTRIC CODE
2018 INTERNATIONAL PLUMBING CODE
2018 INTERNATIONAL MECHANICAL CODE
2018 INTERNATIONAL FUEL GAS CODE
2017 ICC A 117.1 ACCESSIBLE AND USEABLE BUILDINGS AND FACILITIES
2018 INTERNATIONAL EXISTING BUILDING CODE
2018 INTERNATIONAL RESIDENTIAL CODE INCLUDING APPENDICES G AND J
2009 INTERNATIONAL ENERGY CONSERVATION CODE (FOR BUILDINGS REVIEWED UNDER THE IRC)
2018 INTERNATIONAL PROPERTY MAINTENANCE CODE
2018 INTERNATIONAL SWIMMING POOL AND SPA CODE

VICINITY MAP:



PROJECT SITE
JOHN CAROTHERS HOUSE
HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37067

PROJECT DESCRIPTION:

THIS PROJECT INVOLVES THE CONSTRUCTION OF AN OPEN TRAILHEAD SHELTER STRUCTURE.

PROFESSIONAL OF RECORD:

ARCHITECT:

FUSION ARCHITECTURE, PC
116 MAJESTIC LANE
FRANKLIN, TENNESSEE 37064
VOICE: 615.454.3916
CONTACT: KYLE M. KRAMER, ARCHITECT
EMAIL: kkramer@fusionarchitecture.com

SYMBOLS LEGEND:

XXX	ROOM NUMBER		DETAIL TAG		KEY NOTE
XXX	DOOR NUMBER		PARTITION TAG		
X	WINDOW TAG		PHOTO TAG		
XX	COLUMN GRID TAG		KEY NOTE		
XAX.XX	ELEVATION TAG		KEY NOTE		
XAX.XX	SECTION TAG		KEY NOTE		

CONSULTANTS:

HATCH LEGEND:

PLAN:			SPANDREL GLASS		INSULATION
	NEW WALL	SECTION:			PLYWOOD
	BRICK		BRICK		RIGID INSULATION
ELEVATION:			C.M.U.		GYP. BD. / M.D.F. / SAND
	GYP. BD. / STUCCO		CONCRETE		EARTH
	CLEAR GLASS		STEEL		

FUSION
ARCHITECTURE

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By:

PHASE	REVISION	DATE
SCHEMATIC DESIGN		01.11.2019
DESIGN DEVELOPMENT		03.08.2019
CONSTRUCTION DOCUMENTS		-

JOHN CAROTHERS PROPERTY
TRAILHEAD SHELTER
HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37067

EXHIBIT
D

PROJECT NUMBER

03-014-18

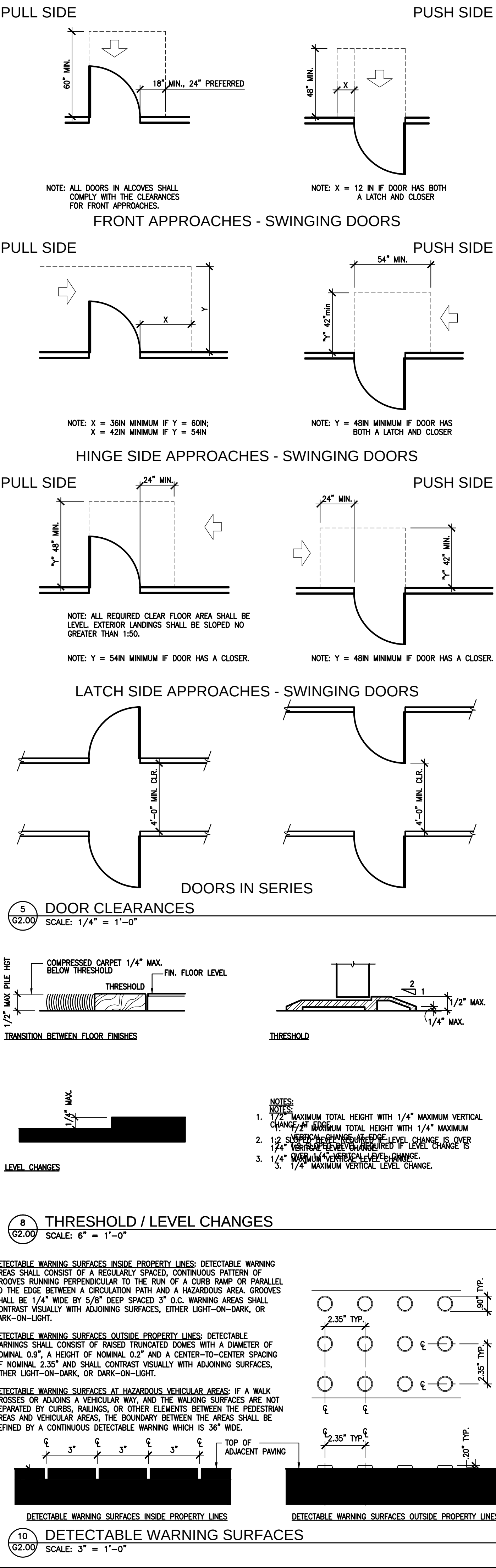
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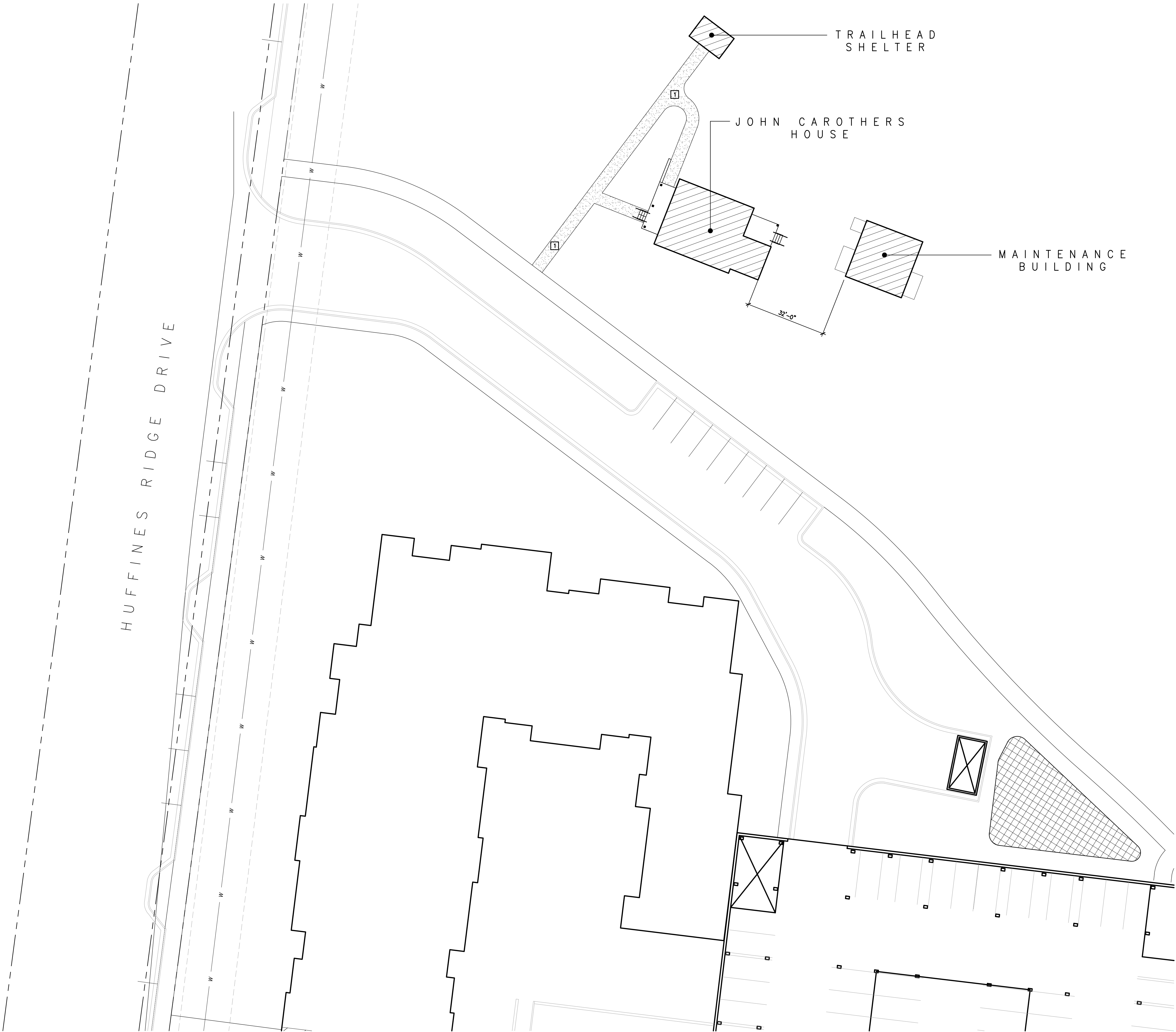
TITLE SHEET

SHEET NUMBER

G1.00

GENERAL NOTES:									
1. DETAILS AND NOTES ON THIS SHEET SHALL GOVERN STANDARD DIMENSIONS ,CLEARANCES, AND MOUNTING LOCATIONS. CONTRACTOR SHALL IMMEDIATELY BRING TO ARCHITECT'S ATTENTION ANY DISCREPANCIES BETWEEN INFORMATION ON THIS SHEET AND ANY OTHER INFORMATION IN PLANS.									
2. ALL NOTES, ABBREVIATIONS AND DETAILS MAY NOTE APPLY.									
ABBREVIATIONS:									
A	AMPERES	F.F.E.	FINISH FLOOR ELEVATION	OPNG.	OPENING				
A.B.	ANCHOR BOLT	F.N.	FIELD NAILING	OPPO.	OPPOSITE				
A.F.F.	ABOVE FINISHED FLOOR	F.O.	FACE OF	P.C.	PRECAST CONCRETE				
A.F.G.	ABOVE FINISHED GRADE	F.S.	FLOOR SINK	P.L. or R.	PROPERTY LINE				
A/C	AIR CONDITIONING	F/G	FIBERGLASS	P.L.M.	PLASTIC LAMINATE				
ABC	AGGREGATE BASE COURSE	FAB.	FABRICATE	P.O.C.	POINT OF CONNECTION				
ABS	ACRYLONITRILE-BUTADIENE-STYRENE	FAOP	FIRE ALARM CONTROL PANEL	PERF.	PERFORATED				
ABV.	ABOVE	FDC	FIRE DEPARTMENT CONNECTION	PERP. or ⊥	PERPENDICULAR				
ACB	ASBESTOS-CEMENT BOARD	FDN.	FOUNDATION	PH or ∅	PHASE				
ACOU.	ACOUSTIC	FHC	FIRE HOSE CABINET	PL	PLASTER				
ACT	ACOUSTICAL CEILING TILE	FIN.	FINISH	PL. or R.	PLATE				
ADD.	ADDITION or ADDENDUM	FL	FLOOR	PLAS.	PLASTIC				
AG	ABOVE GRADE	FLG.	FLOORING	PLUMB.	PLUMBING				
AHU	AIR HANDLING UNIT	FLUOR.	FLUORESCENT	PLYMD.	PLYWOOD				
AL or ALUM.	ALUMINUM	FP	FIRE PROOF	PORC.	PORCELAIN				
ALT.	ALTERNATE	FRP	FIBER REINFORCED PLASTIC	PREFAB.	PREFABRICATED				
ANL	ANNEALED	FTG.	FOOTING	PSF	POUNDS PER SQUARE FOOT				
ASPH.	ASPHALT	FURN.	FURNISH	PSI	POUNDS PER SQUARE INCH				
AVG	AVERAGE	G.I.	GALVANIZED IRON	PTN.	PARTITION				
AWG	AMERICAN WIRE GAUGE	GA.	GAUGE	PVC	POLYVINYLCHLORIDE				
∠	ANGLE	GLV.	GALVANIZED	PWR.	POWER				
B.M.	BENCH MARK	GAR.	GARAGE	Q.T.	QUARRY TILE				
B.N.	BOUNDARY NAILING	GFCI	GROUND FAULT CIRCUIT INTERRUPTER	QTY.	QUANTITY				
B.O.	BOTTOM OF			R	RADIUS				
B.O.F.	BOTTOM OF FOOTING	GFI	GROUND FAULT INTERRUPTER	RCP	REINFORCED CONCRETE PIPE				
B.U.	BUILT UP	GL	GLASS	R.D.L.	ROOF DRAIN LEADER				
B/C	BACK OF CURB	GLB	GLUE LAMINATED BEAM	R.D.O.	ROOF DRAIN OVERFLOW				
BD.	BOARD	GM	GRADE MARK	R.O.	ROUGH OPENING				
BLDG	BUILDING	GV	GATE VALVE	R.O.W. or	RIGHT OF WAY				
BLK.	BLOCK	GRC	GALVANIZED RIGID TUBING	R/W	R/W				
BLKG.	BLOCKING	GYP.	GYPSPUM	REF	REFRIGERATOR				
BLM.	BEAM	GYP. BD.	GYPSPUM BOARD	RE:	REFERENCE				
BR	BRASS	H.B.	HOSE BIBB	REINF.	REINFORCED				
BRG.	BEARING	H.C.	HOLLOW CORE	REQ'D.	REQUIRED				
BRZ	BRONZE	H.M.	HOLLOW METAL	RET.	RETURN				
C.A.P.	CONCRETE ASBESTOS PIPE	H/C	HANDICAPPED	REV.	REVISION				
C.D.	CONSTRUCTION DOCUMENTS	HDBD.	HARDBOARD	RM	ROOM				
C.I.P.	CAST IN PLACE	HDW	HARDWARE	RMV.	REMOVE				
C.J.	CONTROL JOINT	HGT.	HEIGHT	S.C.	SOLID CORE				
C.O.	CLEAN OUT	HOR.	HORIZONTAL	S.D.	SMOKE DETECTOR				
C.T.	CERAMIC TILE	HTR	HEATER	S.O.V.	SHUT OFF VALVE				
CAB	CABINET	HVAC	"HEATING, VENTILATING & AIR CONDITIONING"	S/L	SKYLIGHT				
CAM.	CAMBER			S/S	STAINLESS STEEL				
CCTV	CLOSED CIRCUIT TELEVISION	HW	HOT WATER	SC	SELF CLOSING				
CEM.	CEMENT	HYD.	HYDRAULIC	SCHED.	SCHEDULE				
CER	CERAMIC	I.C.	INTERCOM OUTLET	SECT.	SECTION				
CFM	CUBIC FEET PER MINUTE	I.D.	INSIDE DIAMETER	SES	SERVICE ENTRANCE SECTION				
CH or □	CHANNEL	I.F.	INSIDE FACE	SH	SHEET				
CKT. BKR.	CIRCUIT BREAKER	ID	IDENTIFICATION	SHT'G.	SHATHING				
CL or ⊕	CENTERLINE	IG	ISOLATED GROUND	SIM.	SIMILAR				
CLG.	CEILING	IMC	INTERMEDIATE METALLIC CONDUIT	SPA.	SPACE				
CLKG.	CAULKING	IMPC	IMPREGNATED	SPECS	SPECIFICATIONS				
CLO.	CLOSET	INCL.	"INCLUDE, INCLUSIVE"	SPKR.	SPEAKER				
CLR.	CLEAR	INSUL.	INSULATION	SQ.FT. or SF	SQUARE FEET				
CMP	CORRUGATED METAL PIPE	INT.	INTERIOR	SQ. IN.	SQUARE INCHES				
CMU	CONCRETE MASONRY UNIT	J-BOX	JUNCTION BOX	STC	SOUND TRANSMISSION CLASS				
CONTR.	CENTERED	JCT	JUNCTION	STD.	STANDARD				
COL.	COLUMN	JST.	JOIST	STL.	STEEL				
COMB.	COMBINATION	JT.	JOINT	SUSP.	SUSPENDED				
CONC.	CONCRETE	K-D	KNOCK DOWN	SW	SWITCH				
CONST.	CONSTRUCTION	KD	KILN DRIED	SYM	SYMMETRICAL				
CONT.	CONTINUOUS	KO	KNOCK OUT	SYS.	SYSTEM				
CONTR.	CONTRACTOR	L.E.D.	LIGHT EMITTING DIODE	T & G	TONGUE AND GROOVE				
CU	COPPER	L.F.T.	LINEAR FEET	T.B.	THROUGH BOLT				
d	PENNY	LAM	LAMINATE	T.M.B.	TELEPHONE MOUNTING BOARD				
D.F.	DRAINING FOUNTAIN	LAT.	LATERAL	T.O.	TOP OF				
D.G.	DECOMPOSED GRANITE	LAV.	LAVATORY	T.O.B.	TOP OF BEAM				
D.S.	DOWN SPOUT	LD.	LEAD	T.O.C.	TOP OF CURB				
D/W	DISHWASHER	LN.	LINEAR	T.O.F.	TOP OF FOOTING				
DBL.	DOUBLE	LNQ.	LNQLEUM	T.O.J.	TOP OF JOIST				
DEMO	DEMOLITION	LT.	LIGHT	T.O.M.	TOP OF MASONRY				
DI.A. or ∅	DIAMETER	LTC.	LIGHTING	T.O.S.	TOP OF SLAB-TOP OF STEEL				
DIAG.	DIAGONAL	LVL	LAMINATED VENEER LUMBER	T.O.W.	TOP OF WALL				
DNM.	DIMENSION	M.B.	MACHINE BOLT	T.S.	TUBE STEEL				
DL	DEAD LOAD	M.H.	MANHOLE	T.V.	TELEVISION OUTLET				
DN.	DOWN	M.I.	MALLEABLE IRON	TEL.	TELEPHONE				
DOOR	DOOR	M.O.	MASONRY OPENING	TH.	THRESHOLD				
E.A.	EXPANSION ANCHOR	MAR.	MARBLE	THD.	THREADED				
E.F.	EXHAUST FAN	MAS.	MASONRY	THK.	THICK				
E.J.	EXPANSION JOINT	MAT'L	MATERIAL	THRU	THROUGH				
EN.	END NAILING	MAX.	MAXIMUM	TLT.	TOILET				
E.W.	EACH WAY	MEDC.	MECHANICAL	TRANS.	TRANSFORMER				
EA.	EACH	MD.	MEDIUM	TYP.	TYPICAL				
EL.	ELEVATION	MFG.	MANUFACTURING	UNF.	UNFINISHED				
ELECT.	"ELECTRIC, ELECTRICAL"	MFR.	MANUFACTURER	U.N.O.	UNLESS NOTED OTHERWISE				
ELEV.	ELEVATOR	MIN.	MINIMUM	UR	URINAL				
EMC	ELECTRICAL METALLIC CONDUIT	MISC.	MISCELLANEOUS	V.B.	VAPOR BARRIER				
EMT	ELECTRICAL METALLIC TUBING	MOD	MODULAR	V.I.F.	VERIFY IN FIELD				
ENT	ELECTRICAL NON-METALLIC TUBING	MTL.	METAL	VA	VOLT AMPERE				
EQ.	EQUAL	MUL.	MULLION	VCT	VINYL COMPOSITION TILE				
EQUIP.	EQUIPMENT	N.I.C.	NOT IN CONTRACT	VERT.	VERTICAL				
EST.	ESTIMATE	N.T.S.	NOT TO SCALE	V.O.J.	VERIFY ON JOB				
EVAP.	EVAPORATIVE COOLER	NCM	NON-CORROSIVE METAL	W/C	WATER CLOSET				
EW	ELECTRIC DRINKING COOLER	NFC	NOT FOR CONSTRUCTION	WOW	WINDOW				
EXC	EXCAVATE	NLR.	NAILER	WCT	WAINSCOT				
EXH.	EXHAUST	NO.	NUMBER	WP	WEATHER PROOF				
EXIST.	EXISTING	NOM.	NOMINAL	WT.	WEIGHT				
EXT.	EXTERIOR	O.C.	ON CENTER	W/	WITH				
F.A.	FIRE ALARM	O.D.	OUTSIDE DIAMETER	W/O	WITHOUT				
F.C.	FAN COIL	O.H.	OVER HANG	WD.	WOOD				
F.C.O.	FLOOR CLEAN OUT	O.I.	ORNAMENTAL IRON	W.I.	WROUGHT IRON				
F.D.	FLOOR DRAIN	O.R.	OUTSIDE RADIUS	YD.	YARD				
F.E.	FIRE EXTINGUISHER	OU	OUTSIDE AIR INTAKE						
F.F.	FINISH FLOOR	OH	OVER HEAD						





LEGEND

- PROPERTY LINE (RE: SURVEY)
- BUILDING LINE
- POWER LINE (RE: SURVEY)
- IMPERVIOUS CONCRETE PAVING (RE: CIVIL DWGS.)
- CONCRETE SIDEWALK (RE: CIVIL DWGS.)
- SEWER MANHOLE
- WATER VALVE
- FIRE HYDRANT
- POWER POLE
- POLE LIGHT
- WATER METER
- GAS COCK AND METER
- ELECTRICAL METER
- ROOF DRAIN LINE

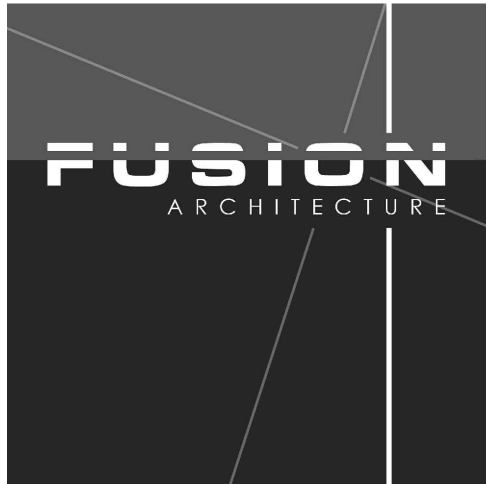
SITE PLAN GENERAL NOTES

- COORDINATE ALL WORK SCHEDULING AND COMPLY WITH SAFETY PROCEDURES THAT PROTECT ALL OCCUPANTS IN CONSTRUCTION AREAS.
- CONSTRUCTION DEBRIS SHALL BE REMOVED AND/OR STORED AWAY FROM THE BUILDING ON A DAILY BASIS. DISPOSE OF TRASH AS REQUIRED BY ORDINANCE OR CODE.
- PROPER SITE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES. DAMAGE CAUSED BY FAILING TO MAINTAIN SITE DRAINAGE SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR.
- PROVIDE COMPACTED FILL AT RUTS OR HOLES CAUSED BY CONSTRUCTION ACTIVITIES. REPAIR ANY CONCRETE DAMAGED DURING CONSTRUCTION.
- ALL NEW PAVING SHALL BE REINFORCED CONCRETE. THICKNESS AND REINFORCING SHALL BE AS DETAILED ON CIVIL DRAWINGS.
- ACCESSIBLE PARKING SPACE TO BE DESIGNATED BY BLUE STRIPING AND EITHER A BLUE SYMBOL ON A WHITE BACKGROUND OR A WHITE SYMBOL ON A BLUE BACKGROUND. ACCESSIBLE PARKING STALLS REQUIRE THE INSTALLATION OF THE PROPER SIGNAGE.
- ALL PARKING SPACES SHALL BE LAD OUT IN ACCORDANCE WITH THE TYPICAL DETAIL AS SHOWN ON THIS PLAN, UNLESS OTHERWISE INDICATED ON THIS PLAN.
- PRIOR TO INSTALLATION AND POURING OF CONCRETE PAVING, CONTRACTOR SHALL VERIFY AND COORDINATE ALL CONDUIT SIZES AND ROUTES.
- REFERENCE LANDSCAPE DRAWINGS FOR PLANTING AND SEEDING SCOPE OF WORK.

PARKING SUMMARY

SITE PLAN KEYNOTES

- 1 NEW CONCRETE SIDEWALK
- 2 -
- 3 -
- 4 -
- 5 -



FUSION ARCHITECTURE, PC
116 MAJESTIC LANE
FRANKLIN, TENNESSEE 37064
V: 615.454.3916
W: FUSIONARCHITECTURE.COM

This drawing is the property of FUSION ARCHITECTURE, PC and is not to be reproduced or copied in whole or in part. It is only to be used for the project and site specifically identified herein.

Scales as stated hereon are valid on the original drawing only.

These plans were prepared in this office under our personal supervision, and to the best of our knowledge comply with state and local codes. We will generally administer construction.

By:

PHASE	REVISION	DATE
SCHEMATIC DESIGN		01.11.2019
DESIGN DEVELOPMENT		03.08.2019
CONSTRUCTION DOCUMENTS		-

JOHN CAROTHERS PROPERTY
TRAILHEAD SHELTER
HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37067

EXHIBIT
D

PROJECT NUMBER

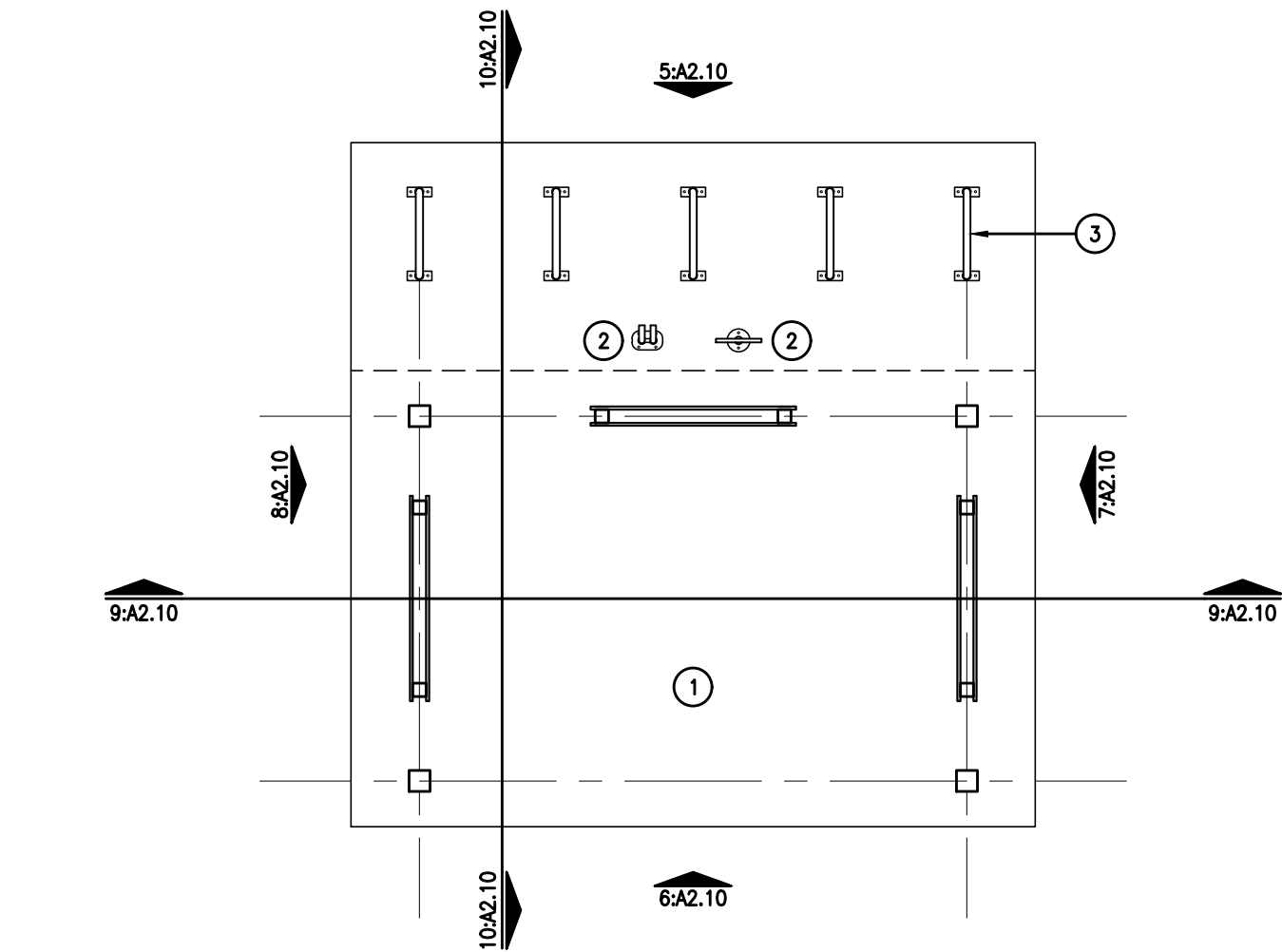
03-014-18

SHEET TITLE

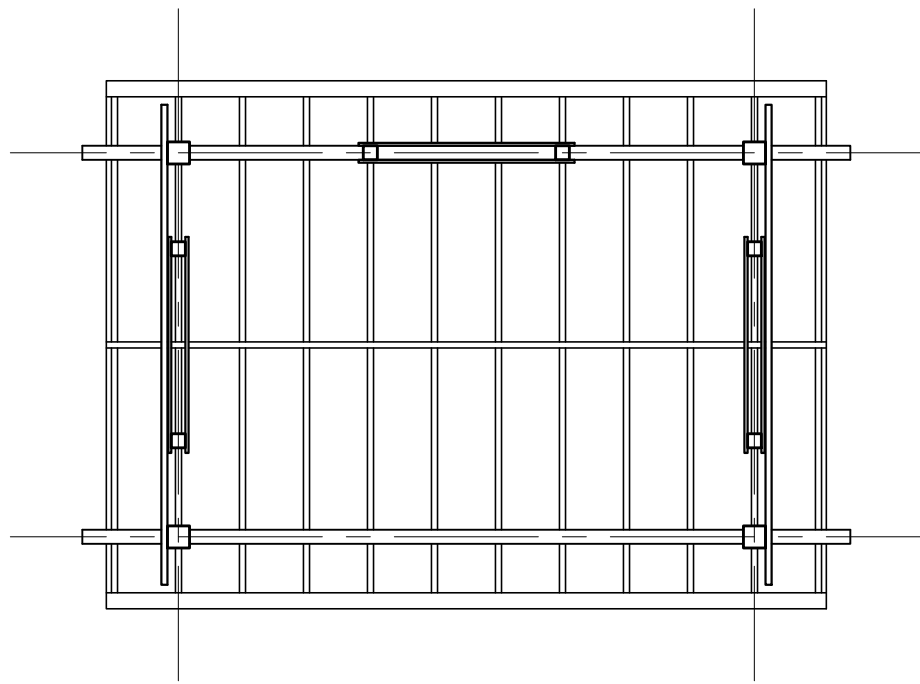
ARCH. SITE PLAN

SHEET NUMBER

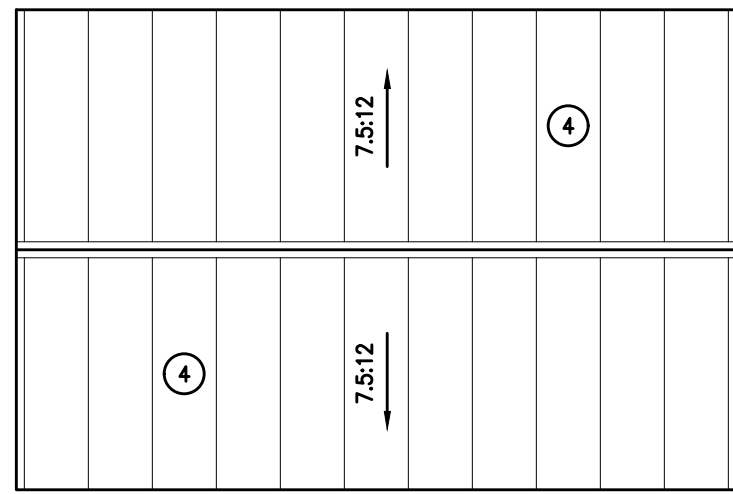
A1.00



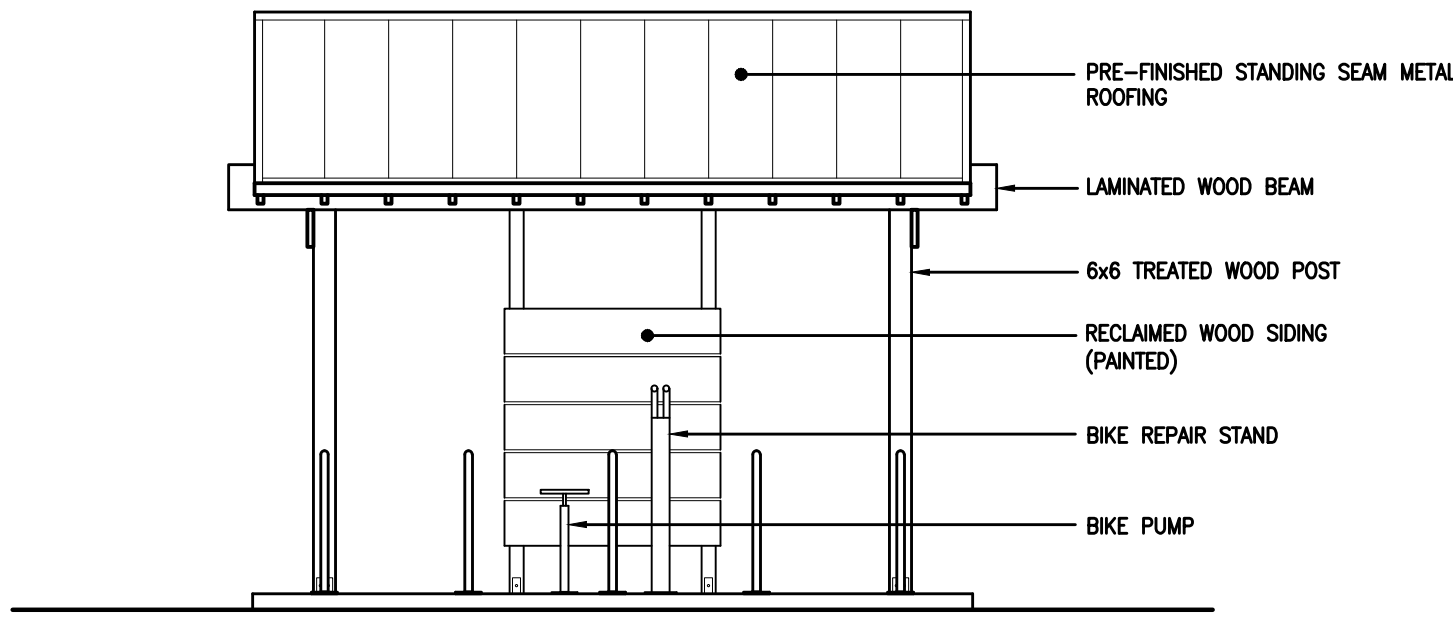
1 ARCHITECTURAL FLOOR PLAN
SCALE: 1/4" = 1'-0"



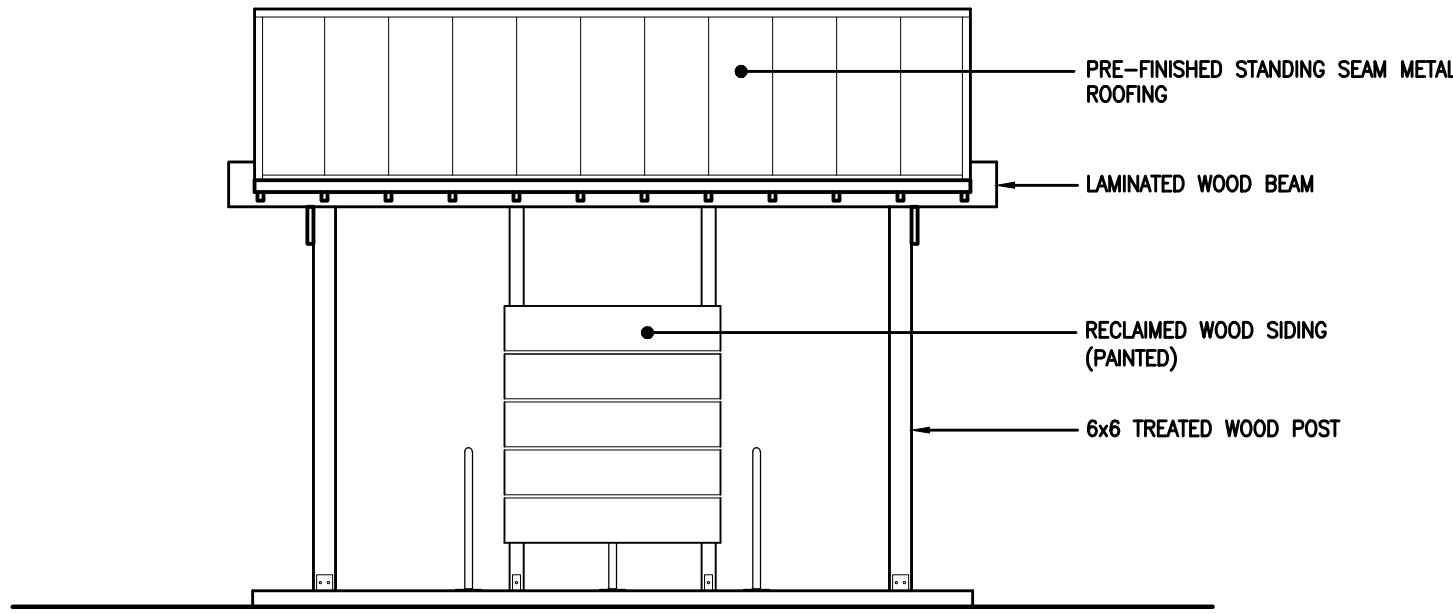
2 ARCHITECTURAL CEILING PLAN
SCALE: 1/4" = 1'-0"



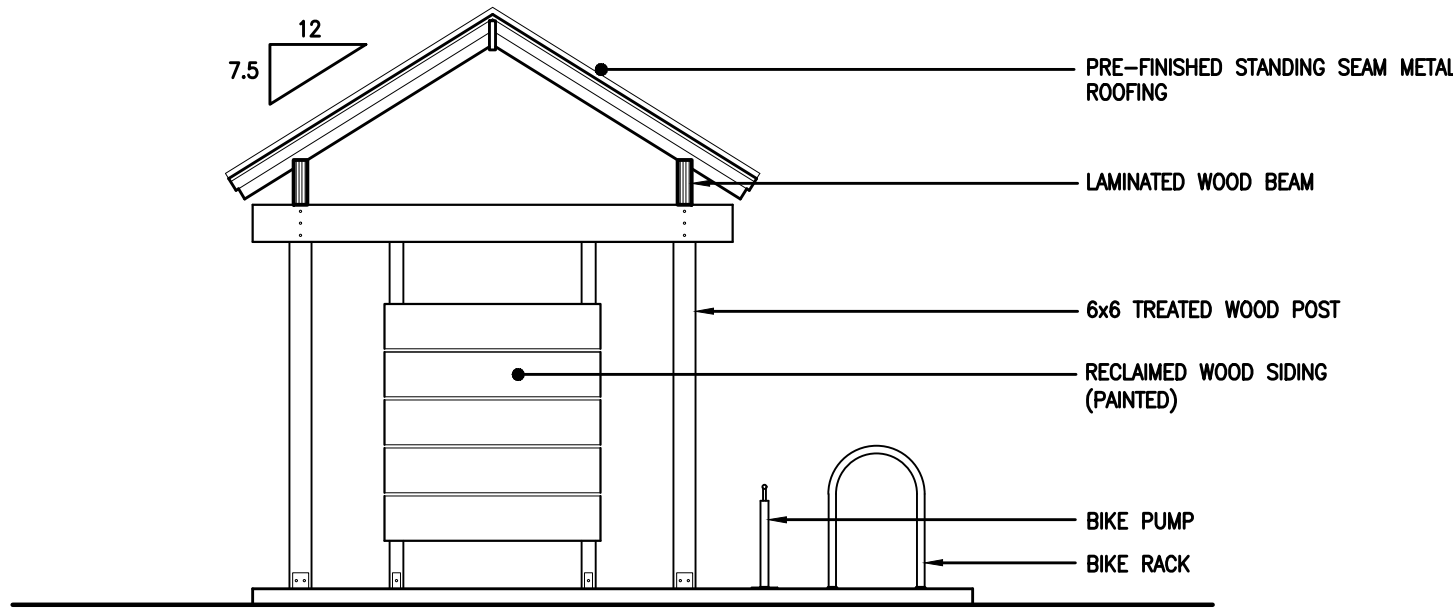
3 ARCHITECTURAL ROOF PLAN
SCALE: 1/4" = 1'-0"



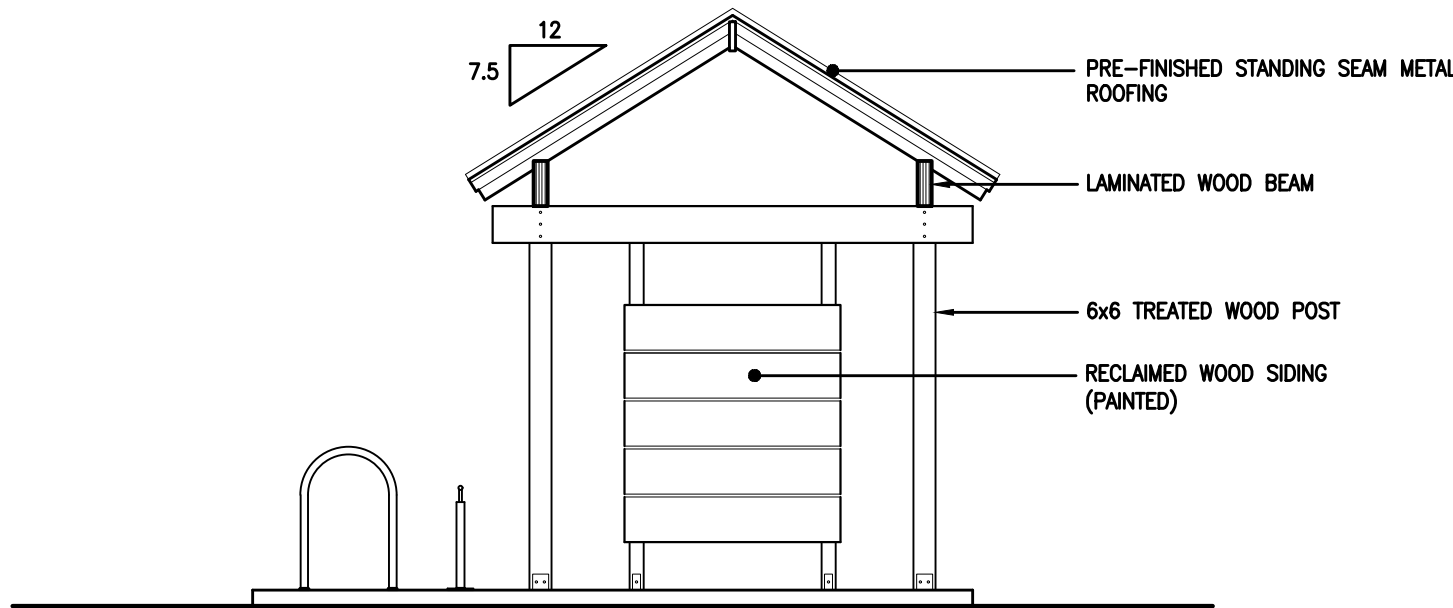
5 NORTH ELEVATION
SCALE: 1/4" = 1'-0"



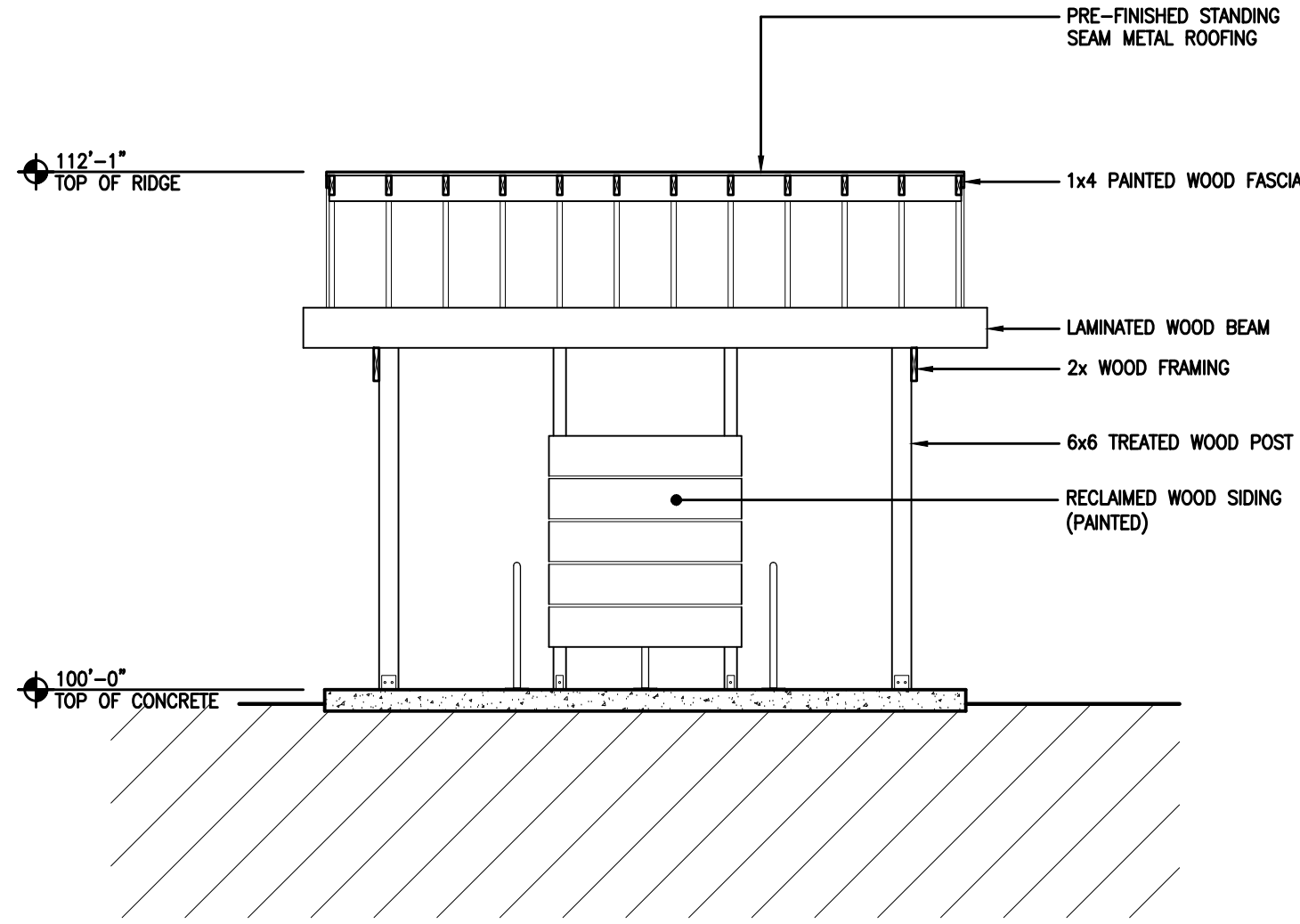
6 SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



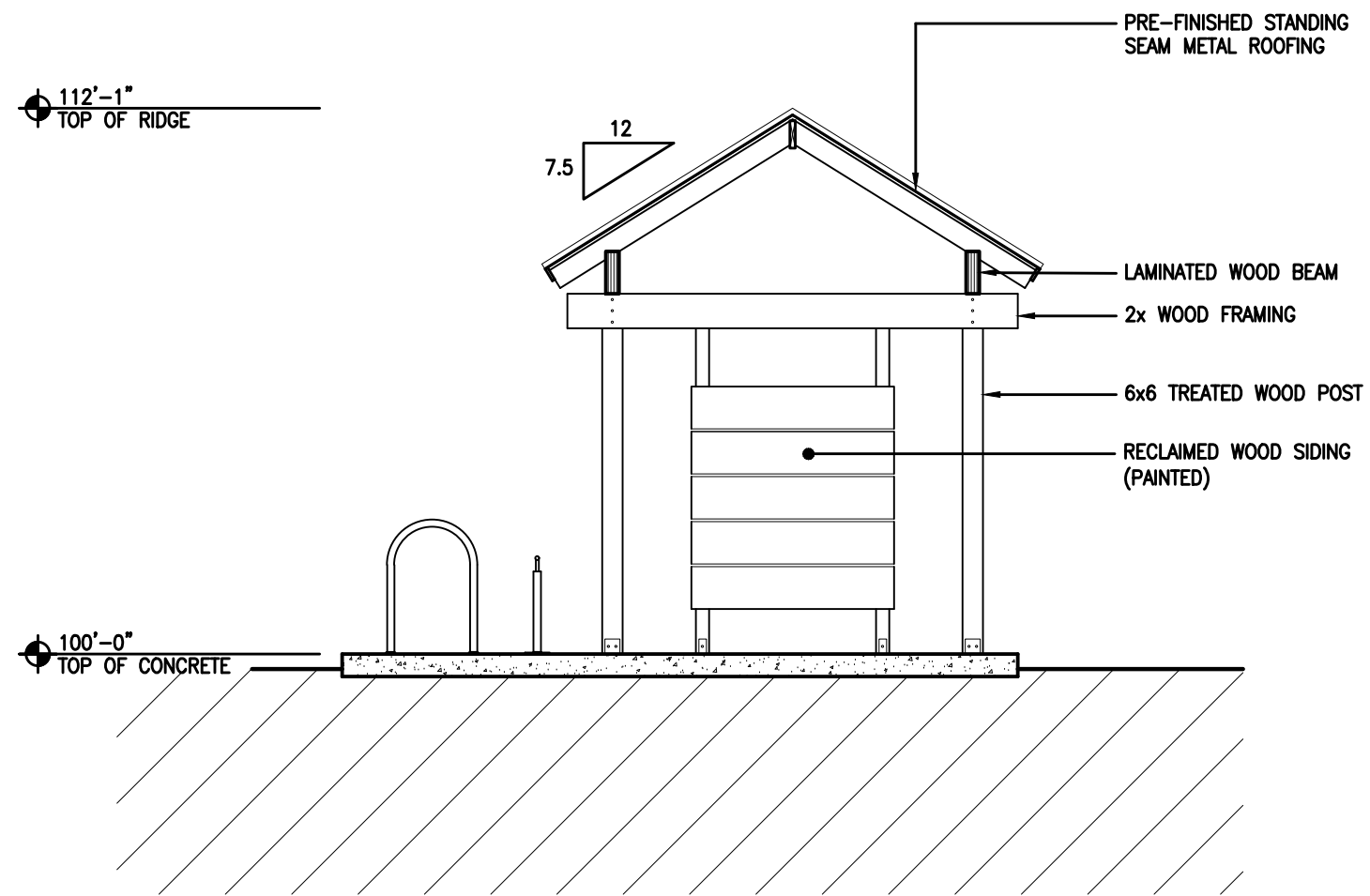
7 EAST ELEVATION
SCALE: 1/4" = 1'-0"



8 WEST ELEVATION
SCALE: 1/4" = 1'-0"



9 SECTION
SCALE: 1/4" = 1'-0"



10 SECTION
SCALE: 1/4" = 1'-0"

LEGEND

- NEW DOOR AS SCHEDULED
- NEW WALL AS SCHEDULED
- PAINTED GYPSUM BOARD:
- 2'-0" x 4'-0" LED LIGHT WITH ACRYLIC LENS (RE: ELECTRICAL)
- RECESSED CAN DOWNLIGHT (RE: ELECTRICAL)
- EXIT LIGHT (RE: ELECTRICAL)
- ELEVATION INDICATES CLEAR HEIGHT FROM FINISHED FLOOR TO FINISHED CEILING. ALL CEILING HEIGHTS = 9'-0" U.M.D.

GENERAL NOTES

- INTERIOR FINISHES SHALL COMPLY WITH NFPA 101:36.3.3 (0-75) FLAMESPREAD WITH SMOKE DEVELOPMENT OF (0-450).
- LOOSELY HANGING FURNISHINGS AND DECORATIONS SHALL BE FLAME RESISTANT AS DEMONSTRATED BY TESTING IN ACCORDANCE WITH NFPA 701.
- ALL DIMENSIONS, UNLESS NOTED OTHERWISE, ARE TAKEN FROM FACE OF FRAMING.
- INSULATION ASSEMBLIES SHALL MEET THE REQUIREMENTS OF SECTION 708, IBC, 2018 EDITION.

KEYNOTES

- CONCRETE PAVING
- BIKE TOOLS
- BIKE RACK
- PRE-FINISHED STANDING SEAM METAL ROOF
-
-
-
-
-
-



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Scales as stated hereon are valid on the original drawing only.

These plans were prepared in this office under our personal supervision, and to the best of our knowledge comply with state and local codes. We will generally administer construction.

By:

PHASE	REVISION	DATE
SCHEMATIC DESIGN		01.11.2019
DESIGN DEVELOPMENT		03.08.2019
CONSTRUCTION DOCUMENTS		-

JOHN CAROTHERS PROPERTY
TRAILHEAD SHELTER
HUFFINES RIDGE DRIVE
FRANKLIN, TENNESSEE 37067

EXHIBIT
D

PROJECT NUMBER

03-014-18

SHEET TITLE

ARCH. PLANS

SHEET NUMBER

A2.10

EXHIBIT E

PARKLAND IMPACT FEE OFFSET - COST ESTIMATE

PARKLAND IMPACT FEES

Parkland dedication fee	\$4,304	426	EA	\$1,833,504
-------------------------	---------	-----	----	-------------

OFFSET COSTS

Cost Line Item	UNIT COST	QTY	UNIT	ALLOWANCE*	NOTES
House Renovation, unsafe structure demo	\$350	1068	SF	\$373,800	Assumption-based, architect and contractor engaged to provide estimates
Trail Construction	\$300,000	1	LS	\$300,000	OE compiling a custom estimate for Legacy Cool Springs
Arboretum / Pavilion	\$75,000	1	LS	\$75,000	Assumption
Trail Head Storm Shelter	\$150	150	SF	\$22,500	
Maintenance Shed	\$150	576	SF	\$86,400	
Historic Stone Wall Restoration	\$200,000	1	LS	\$200,000	
Parking Lot - 10 spaces	\$150,000	1	LS	\$150,000	
Park Signage	\$25,000	1	LS	\$25,000	
Design Fees	\$17,500	1	LS	\$17,500	
Land Dedication	\$62,121	10.03	AC	\$623,074	
				\$1,873,274	

*Allowance indicates known project cost/exposure but an unquantifiable amount given current data.

COF Contract No. 2019-0096

Exhibit F: Opinion of Cost

Based on the City of Franklin's Parkland Dedication Ordinance (Ordinance 2016-25, Franklin Municipal Code §25-405, and hereinafter, "Ordinance"), the opinion of cost is as follows. Legacy, LLC (hereinafter, "Legacy") will be developing the property known as Huffines Ridge, which is located at 1343 Huffines Ridge Drive, Franklin, Williamson County, Tennessee. The development is proposed to include four hundred twenty-six (426) apartment units, a one hundred seventy (170) room hotel, and an office building consisting of approximately 150,000 square feet. The total number of dwelling units on the property is proposed to be four hundred twenty-six (426) units. The Total Parkland Impact Fee Obligation Per Dwelling Unit fee, as listed in Appendix A, Chapter 25, of the Franklin Municipal Code (hereinafter, "Appendix"), is \$4,304.00.

The total obligation for Huffines Ridge, based on the four hundred twenty-six (426) dwelling units at the assessed price of \$4,304.00 is \$1,833,504.00. According to the Ordinance, this amount must be paid "at the same time the fees that are due for recording of the final plat, or for issuance of a building permit, whichever occurs first, or in accordance with the provisions of the City of Franklin Charter or a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements approved by the BOMA, when applicable." The amount may be reimbursed in part or in full based on the Parks Department's assessment of any parkland construction on the development's property.

Legacy intends to dedicate 10.03 acres of land to the City and construct a mountain bike trail system, arboretum, and restore the property's historic home on the Huffines Ridge property. The Appendix states, Off-sets for Private Parkland set-aside available for Public use when in an all access public easement will be "calculated at 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-Set amount if the parkland improvement is a project consistent with the Comprehensive Parks and Recreation Master Plan." Based on this calculation, Legacy is eligible for a one hundred (100) percent off-set of the parkland impact fees in the amount of \$1,833,504.00 for the dedication of land, construction of the mountain bike trail and arboretum, and the restoration of the property's historic home. This is the maximum off-set amount available for this project, and it will be reimbursed to Legacy at the completion of the project.

The table below is a summary of the above information.

Total Parkland Impact Fee for 426 units @ \$4,304/unit	\$1,833,504.00
Eligible amount of off-set based on 100% of total Parkland Impact Fee	\$1,833,504.00

**PARKLAND DEDICATION, HISTORIC STRUCTURE RESTORATION, ARBORETUM,
AND MOUNTAIN BIKE TRAIL SYSTEM
CONSTRUCTION AND MAINTENANCE AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND LEGACY, LLC
COF CONTRACT NO. 2019-0096**

PARKLAND DEDICATION, HISTORIC STRUCTURE RESTORATION, ARBORETUM AND MOUNTAIN BIKE TRAIL SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT, (this "Agreement"), made and entered into this ___ day of _____ by and between THE CITY OF FRANKLIN, TENNESSEE ("City") and LEGACY, LLC (hereinafter "Legacy") as owner of that certain land consisting of approximately 988,812 square feet or 22.7 acres of undeveloped land located in Williamson County, Tennessee, as more particularly described in Exhibit A, Huffines Property PUD Subdivision Development Plan, Sheet C2.0, attached hereto, pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code

WITNESSETH:

WHEREAS, Legacy is in the process of developing 1343 Huffines Ridge Drive (Map 62-Parcel 20) (the "Property"), consisting of four hundred twenty-six (426) apartment units, a one hundred seventy (170) room hotel and an office building consisting of approximately 150,000 square feet all as more particularly shown on Exhibit A (the "Huffines Property PUD Subdivision Development Plan, Sheet C2.0"); and

WHEREAS, pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code, Legacy has agreed to design, construct, and maintain an Arboretum and Mountain Bike Trail System, as well as restore the Historic Structure located on 10.03 areas of undeveloped land within the Huffines Property PUD Subdivision, to be zoned Civic Institutional (CI), which will include, but not be limited to, the mountain bike trail, trailheads, existing trees, shrubbery, and associated appurtenances such as signage, benches, and other associated amenities as approved by the City of Franklin, all as more particularly shown and described in Exhibit B (the "Letter of Intent") and on Exhibit C (the "Overall Master Plan") attached hereto; and

WHEREAS, Legacy intends to restore the Carothers family home ("Home") to community center specifications to be provided by City as shown in Exhibit D (the "Architectural Restoration Plans"); restore one associated structure as a maintenance shed for the City Parks Department; construct a trail storm shelter; demolish the other associated and unsound structures currently located on the property; restack the dry-stacked stone walls quarried and located in the area immediately surrounding the Home, ("Historic Structure Restoration Effort") all as more particularly described in Exhibit B (the "Letter of Intent") and on Exhibit C (the "Overall Master Plan") attached hereto; and

WHEREAS, Legacy intends to develop an interpretive Arboretum in the area immediately surrounding the Home as a means to commemorate the historical use of the property as a homestead and farm as more particularly described on Exhibit C (the “Overall Master Plan”) attached hereto; and

WHEREAS, Legacy and City intend the entire area to be included in a Historic Preservation Overlay (“HPO”) designation on the final plat; and

WHEREAS, the HPO, Historic Structure Restoration, Arboretum, and Mountain Bike Trail System encompasses approximately 10.03 acres of land on the Property all as more particularly shown and described on Exhibit A attached hereto; and

WHEREAS, Legacy has requested to offset a portion of the costs of construction of these improvements against any Parkland Impact Fees due from the Development Project, and the estimated amount of such eligible costs, and the potential offset, was determined by the Parks Department Director on February 4, 2019, to be ONE MILLION EIGHT HUNDRED THIRTY-THREE FIVE HUNDRED AND FOUR and 00/100 Dollars (\$1,833,504.00) as itemized in attached Exhibit F ((Opinion of Cost); and

WHEREAS, Legacy has agreed to plat and dedicate the HPO, Historic Structure Restoration, Arboretum, and Mountain Bike Trail System upon restoration and construction of the Home, Arboretum, and the Mountain Bike Trail System improvements as illustrated on Exhibits B and C, and described in detail below for the future enjoyment of the public, free of charge, subject to the terms and conditions set forth herein; and

WHEREAS, any approved fixed structures associated with the Home, Arboretum, or Mountain Bike Trail System (examples may include fencing, benches, off-street parking, signage, etc. as illustrated on the approved construction drawings on file with the City of Franklin Parks Department) shall not be altered, expanded, or in any way modified in any material way by Legacy with respect to the nature and intensity of its use without the written consent of the City (which shall not be unreasonably withheld, conditioned or delayed).

NOW, THEREFORE, in consideration of the terms, conditions and mutual agreements by and between the parties as hereinafter set forth in detail, the parties do hereby mutually agree as follows:

I. AGREEMENT OF LANDSCAPING IN THE CITY RIGHT-OF-WAY

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. [DEVELOPER] agrees to provide the City with a copy of the Certificate of Liability Insurance, which must show that the policy is active, prior to the signing of this agreement.
3. Legacy agrees to and has attached all pertinent exhibits to this contract prior to the first submittal of this agreement to the City for review. Legacy further understands that failure to provide all pertinent exhibits prior to the first submittal of this agreement for review will result in a delay in the agreement approval process.

4. Legacy and City agree that Legacy shall be eligible and shall receive an offset of applicable Parkland Impact Fees as hereafter set forth for the Historic Home restoration effort, Arboretum construction, and Mountain Bike Trail System, dedication of land and easements, and associated improvements as illustrated in Exhibit C and as allowed under Title 25, Chapter 4 of the City of Franklin Municipal Code.
5. The total estimated cost of land and/or easement dedication, design, and the cost of labor, equipment, supplies, and materials used to preserve the Historic Home, construct the Arboretum, and construct the Mountain Bike Trail improvement as illustrated in Exhibit C is One Million Nine Hundred Seventy-Three Thousand Seventy-Four Dollars (\$1,973,074) as indicated in Exhibit E, and the estimated total offset to Legacy is One Million Eight Hundred Thirty Three Thousand Five Hundred Four and 00/100 (\$1,833,504.00), as indicated on Exhibit F, upon submittal and approval of supporting documentation. The following costs are specifically excluded and not eligible for an offset: fiscal cost, including interest on money borrowed to finance the construction, cost for utility relocations, and other improvements that benefit the development.
6. Pursuant to Title 25, Chapter 4 of the Franklin Municipal Code, the eligible offset does and shall not exceed the total Parkland Impact Fees due for the Development Project.
7. The Historic Home, Arboretum, and Mountain Bike Trail system as depicted in Exhibits C and D shall be constructed, inspected, approved, and accepted in its entirety within two (2) years from the date of approval or the issuance of the first building permit for the development on or about , _____ , or upon the reasonable request of the City. Legacy shall post a Letter of Credit or cash surety with the City for the cost of the outstanding improvements as reasonably determined by the City of Franklin Parks Department Director prior to additional Certificate of Occupancy Permits being issued.
8. Legacy will build, restore, and construct the Historic Home, Arboretum, and Mountain Bike Trail as depicted in Exhibit C and as approved in the Construction drawings approved by the City. The HPO and parkland dedication area on the Property totals approximately 10.03 acres. Upon acceptance of the restoration and construction per the plans on file with the City by Certificate of Occupancy, City will accept title to the Historic Structures, Arboretum, and Mountain Bike Trail System in fee simple by satisfactory form of deed.
9. Legacy shall be responsible for the location and protection of all existing utilities in accordance with State and local laws while utilizing the right-of-way. There shall be no offsets or reimbursement for relocating or protecting public utilities.
10. Legacy shall be solely responsible for the maintenance of the retaining wall, fencing, and parking stalls bordering the public right of way located within the non-exclusive, all-access public easement. Barring force majeure or weather delays, Legacy agrees, upon

thirty (30) days written notice from the City, to remove, repair or replace trees, landscaping, and damage as described herein that may require reasonable removal, repair or replacement. The City reserves its right to determine health of the trees, landscaping, and condition of the retention wall, fencing, and parking stalls and, whether trees, landscaping, retention wall, fencing, and parking stalls are to be replaced and maintained. If no remedy is made within the specified time, the City reserves the right to remove all affected trees and landscaping and repair the retention wall, fencing, and parking stalls with notice to Legacy and at the sole cost and expense of Legacy. Legacy shall submit payment for full cost and expense incurred by the City within forty-five (45) days of the date of the invoice.

11. Naming Rights. The policy of the City is to reserve naming or renaming of city assets to those circumstances which tradition and practice have shown to best serve the interests of the City and assure a worthy and enduring legacy for the City.
12. Organized Events. Events require a Special Event Permit which may be obtained through the Franklin Parks Department. No entity shall sponsor, host or organize an event at the Historic Home, Arboretum, and Mountain Bike Trail without prior approval of the Special Event Permit.
13. All improvements, uses, and activities shall comply with the policies established by the City of Franklin Zoning Ordinance and Municipal Code with the terms and conditions of this Agreement.
14. Upon completion and prior to acceptance of the Historic Home restoration, Arboretum construction, and Mountain Bike Trail improvements, Legacy will provide reasonable documentation for all such costs and provide notarized release of liens.
15. Final as-built plans shall be submitted immediately following completion of construction activities. If the project is developed in phases, as-built plans for each phase shall be submitted once the work is complete in that phase. Acceptance of Parkland dedication and construction projects will not be issued until satisfactory as-built plans have been approved by the Parks Department Director or designee and the City Engineer's designee. All aspects of the project that have been affected by construction shall be verified and appear on the as-built plans. This would include, but is not limited to the following items:
 - All property lines and easements
 - New and Existing structures (include restrooms, playground equipment, trail/multi-use paths, trail heads, pavilions, pools, athletic fields, athletic courts, athletic venues, etc.)
 - Location of all "as-built" work with station and offsets
 - Height and location of all fences, walls, screens, trees, and hedges over 42" tall
 - All commercial driveways, paved areas, and required parking spaces
 - All concealed components with station and offsets (include known buried cables, utilities, drainage structures, etc.)

- All utilities
 - File formats shall be in a *.PDF along with either *.DWG, *.DXF, *.DGN, or AutoDAGr14
 - Two paper sets
- *Note: on all sheets referencing the Tennessee State Plane Coordination System, Zone 5301, Fipszone 4100; NAD 83 datum.

Concealed components will require documented proof to be submitted with the as-built plans in the form of a certified construction log that has been generated by the design engineer. As-built plans are required to be endorsed by a Tennessee registered professional engineer and or a registered land surveyor.

16. In the case of emergency situations where unplanned disturbance of the trees, landscaping, Home, Arboretum, and Mountain Bike Trail system, occurs due to natural disaster, emergency infrastructure repairs, or public safety/emergency response, and the City must act swiftly for the purposes of public safety, health and welfare, the City agrees to minimize disturbance to the extent feasible. The City will bring the site back to substantially similar condition as soon as practicable subject to budgetary constraints; other priorities that serve the public health, safety, and welfare; seasonal limitations for replacement or planting; and weather delays.
17. The permission granted by this Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement.
18. This Agreement is non-transferable to the successors or assigns of Legacy unless the successor assumes the same obligations of Legacy in writing. Such assignment shall be provided to the City within fifteen (15) days after the transfer of the Development Project. Upon transfer, Legacy shall be relieved from any and all further liability under this Agreement, including, without limitation, pursuant to Section 18 hereof. Legacy shall exercise the rights, privileges and permission granted herein at Legacy's own risk. Legacy shall not claim any damages from the City for any injuries or damages, including death, about or because the exercise of such rights, privileges or permission, the condition of the non-exclusive, all-access public easement or the use of the non-exclusive, all-access public easement excluding gross negligence or willful misconduct by the City and its Mayor, Aldermen, officers, employees, officials and agents. Legacy shall indemnify and hold harmless The City of Franklin, its officials and agents, , its Mayor, Aldermen, officers, employees, officials and agents, from and against all claims, actual damages, actual losses and actual out-of-pocket expenses, including reasonable attorney's fees for outside counsel and costs, arising out of, resulting from, or in any way connected with the failure of Legacy to comply with any of the provisions specified herein or compliance with the approved plans. The City shall not be liable to Legacy should Legacy's use of the property be hindered or disturbed.
19. The City agrees that the terms and conditions contained herein shall be binding on and shall insure to its heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.

20. Applicable Law/Choice Forum and Venue. This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
21. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

City of Franklin
Attn: Vernon J. Gerth, ACA
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305

In the case of Legacy:

Goldberg Companies, Inc.
Attn: Jordan Goldberg
25101 Chagrin Blvd., Suite 300
Beachwood, OH 44122

Goldberg Companies, Inc.
Attn: Peter Nintcheff
25101 Chagrin Blvd., Suite 300
Beachwood, OH 44122

22. This Agreement shall be recorded with the Williamson County Register of Deeds with a copy maintained in the City Recorder's office in City Hall, Franklin, TN. Upon completion of this Agreement, the City agrees to cover the costs and responsibility associated with recording this Agreement.
23. This Agreement constitutes the entire agreement between parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

II. GENERAL TERMS AND CONDITIONS

1. **Personal Liability.**

No member, Mayor, Alderman, official, or employee of the City shall be personally liable to Legacy or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Association or successor or on any obligations hereunder; provided, however, the City shall remain liable to Legacy for its gross negligence and willful misconduct. The City shall only look to Legacy and the Development Project for the enforcement of Legacy's obligations hereunder. None of the trustees, officers, directors, employees, members, owners, partners or shareholders of Legacy or any direct or indirect owner of Legacy shall have any personal liability for any of the liability or obligations of Legacy in connection herewith.

2. **Warranties/Limitation of Liability/Waiver.**

The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Legacy to limit its liability shall be void and unenforceable.

3. **Severability.**

If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

[Signature pages follow next]

Prepared by:
City of Franklin
109 Third Avenue South
Franklin, Tennessee 37064

IN WITNESS WHEREOF the said parties have hereunto set their signatures, on this day and date first above written.

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____
Dr. Ken Moore, Mayor

By: _____
Eric S. Stuckey, City Administrator

Date: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Before me, _____, a Notary Public of said State and County, personally appeared, Dr. Ken Moore and Eric S. Stuckey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and where, upon oath, Dr. Ken Moore acknowledged himself to be Mayor and Eric S. Stuckey acknowledged himself to be City Administrator of the City of Franklin, Tennessee, and that as such, being authorized to do so, have executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at office, this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
Shauna R. Billingsley, City Attorney

LEGACY _____, **LLC**, an Ohio limited liability
company

By: _____

Name: _____

Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

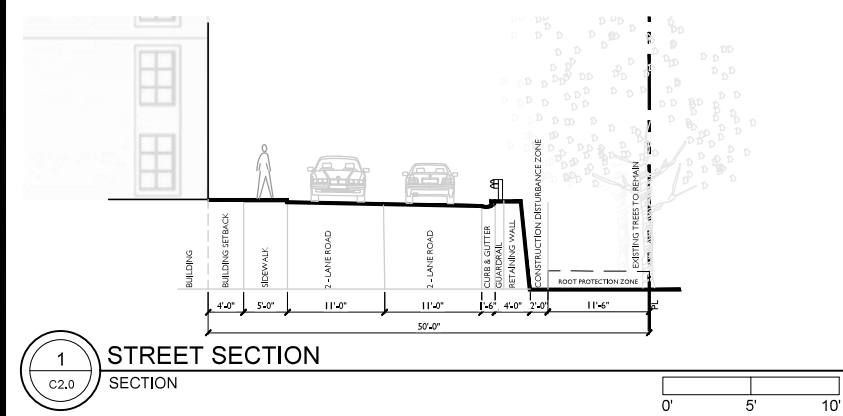
STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

On _____, before me, _____,
Notary Public, personally appeared _____ who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Ohio that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

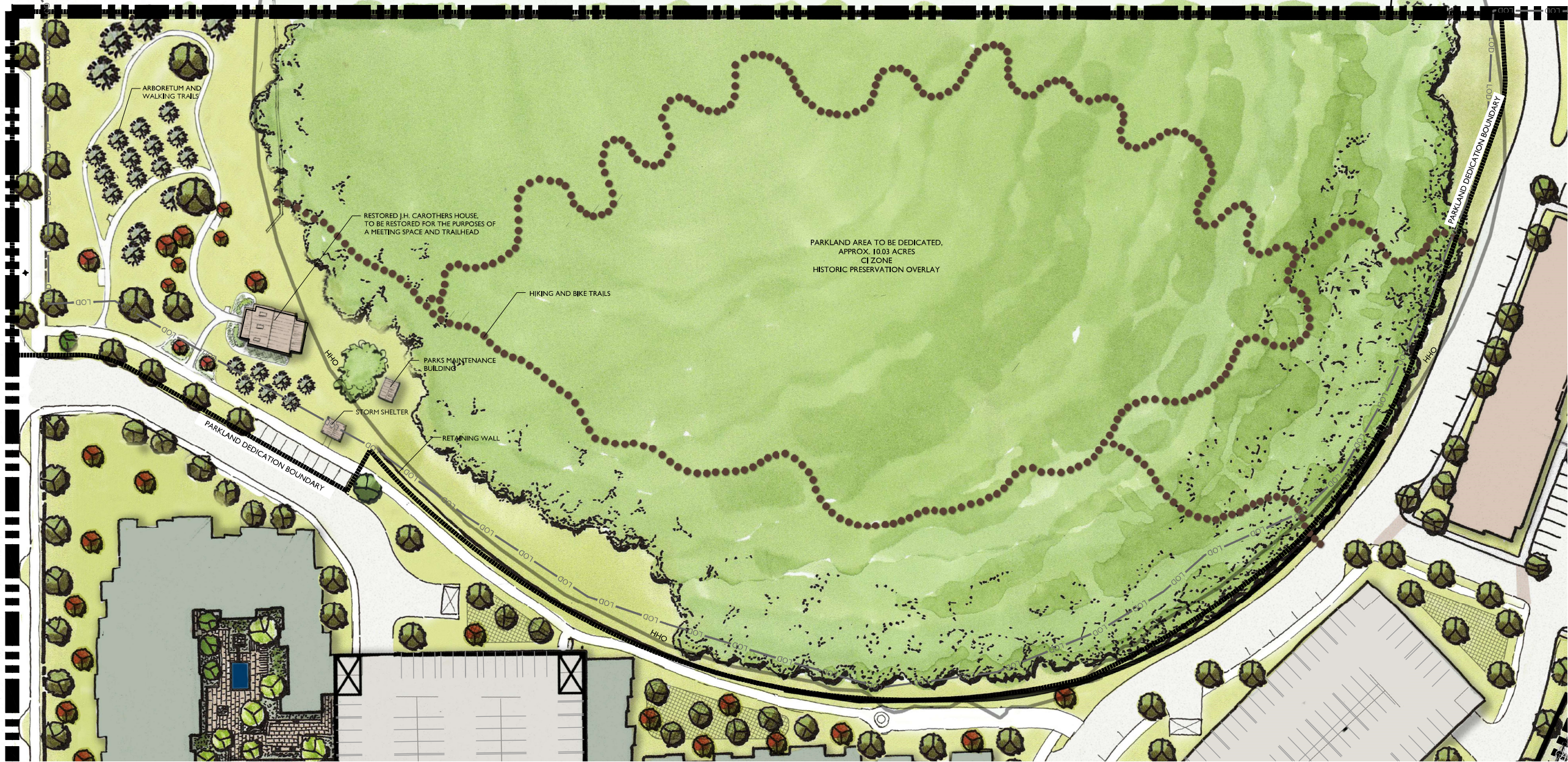
_____(seal)
Signature

[illegible]

	Proposed Development		CDF Required Parking		Requirements Based on Shared Parking Analysis	Provided Parking	
	City	Unit	Parking Ratio	Subtotal		Location	Qty
Phase I Residential							
	84	1BR	1.5/unit	126			
	106	2BR	2.5/unit	265		Garage	384
	23	3BR	3/unit	69		Surface	8
	213	TOTAL		460			392
Phase II Residential							
	84	1BR	1.5/unit	126			
	106	2BR	2.5/unit	265		Garage	362
	23	3BR	3/unit	69		Surface	15
	213	TOTAL		460			377
Hotel Phase							
	170	Rooms	1/room	170			
	18	Employee	1/ea	18		Surface	70
				188			
Office Phase							
	132,500	SF	4/1000sf	530		Garage	520
						Surface	30
				530			562
Dedicated Park							
						Surface	15
TOTAL				1639			1438

BUILDING DATA			
BUILDING	TYPE	# OF STORIES	SF
1	MULTIFAMILY	6	543,297
2	OFFICE	6	150,000
3	HOTEL	6	81,288

DEVELOPMENT
PLAN
SHEET
C2.0
COF # 6876



PROPOSED PARKLAND DEDICATION - CONCEPTUAL

PARK IMPACT FEE OFFSET NARRATIVE

The Huffines Property PUD Development Plan proposes 426 residential units generating \$1,833,504 in Parkland Impact Fees. The project team intends to offset these Parkland Impact Fees through a combination of land dedication and constructed improvements to the national historic registered John Henry Carothers Home site on Huffines Ridge.

Proposed Land Dedication:

The proposed development plan (COF #6876) shows a 10.03-acre parcel to be zoned Civic and Institutional (CI) with a Historic Preservation Overlay (HPO) which is home to the John Henry Carothers Home. These 10.03 acres are proposed to be dedicated to the City of Franklin as a Park. This land has an offset value of \$62,121 per acre as established in the parkland dedication ordinance.

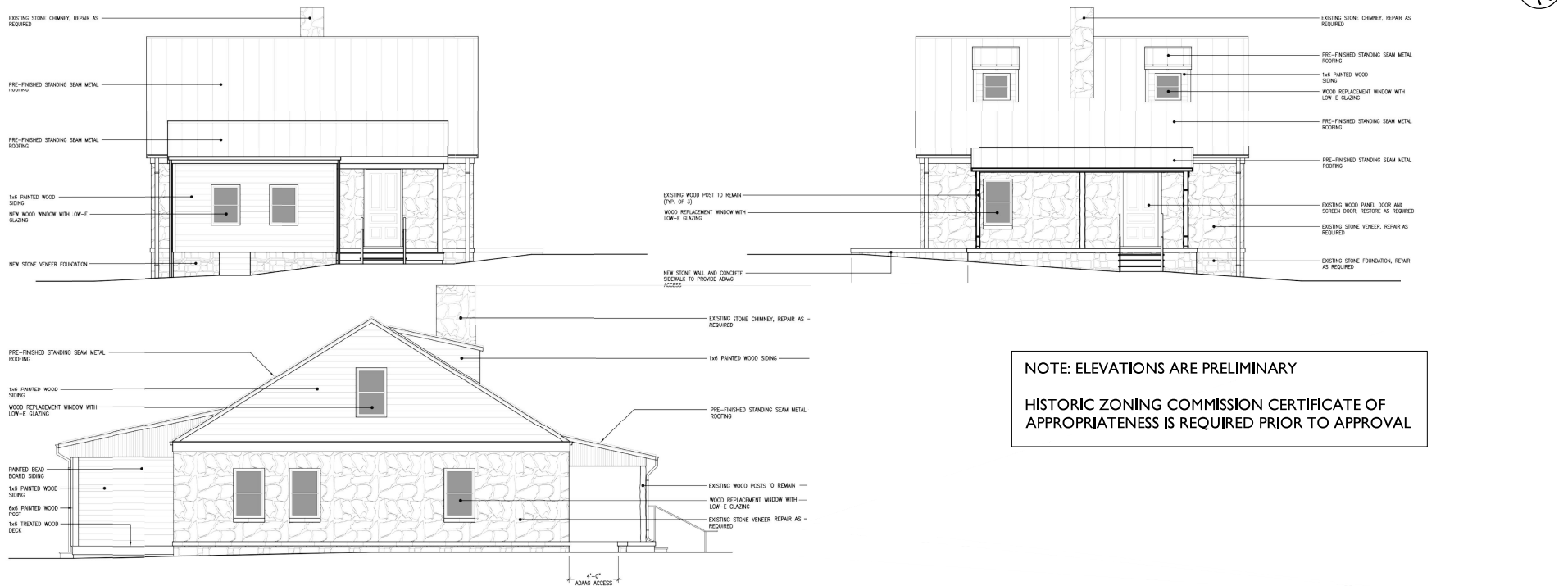
Proposed Constructed Improvements:

First and foremost, the project team intends to develop a mountain bike/hiking trail system as a continuation of trail systems proposed in development projects to the east of Carothers Parkway. In addition to trails, a trailhead, wayfinding signage, and parking are all planned. The J.H. Carothers house will be restored and will serve as a community meeting space and trailhead to the trail system. The team will work with COF parks staff to design and program this building to the standards required by the City.

The City of Franklin has expressed interest in additional improvements to the site of the historic home. The immediate surroundings of the home are proposed to be improved through the construction of an arboretum/community garden designed in partnership with Parks Staff. Additionally, a securable maintenance shed for park equipment and a covered storm shelter are to be built using reused/recycled materials from the existing outbuildings on site to the greatest extent possible. Also proposed are wayfinding and interpretive signage, and pedestrian lighting from the historic home to parking.

The development team also proposes to restore and rebuild historic stone walls where possible and to reuse stone wall materials where walls cannot be rebuilt. The project additionally includes the construction of a four-rail horse fence with wire mesh to serve as a guardrail to proposed retaining walls.

FINAL PLANS WILL BE PROVIDED AT SITE PLAN AND WILL REQUIRE HZC REVIEW.



NOTE: ELEVATIONS ARE PRELIMINARY
HISTORIC ZONING COMMISSION CERTIFICATE OF
APPROPRIATENESS IS REQUIRED PRIOR TO APPROVAL



Issued: Dec. 10, 2018

Revision	Date
△	
△	
△	
△	

ROAD IMPACT FEE REIMBURSEMENT AGREEMENT
COF CONTRACT No. 2019-0094

This agreement is entered into between THE CITY OF FRANKLIN, TENNESSEE ("City") and Goldberg Companies, Inc., ("Developer"), on this the _____ day of _____, 201____, pursuant to Title 16, Chapter 4 of the Franklin Municipal Code ("FMC").

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission Huffines Property PUD Subdivision, Development Plan COF Project #6876 for approval (the "Development Project"); and

WHEREAS, the City has required the Developer to design, acquire right-of-way, acquire easements, obtain permits and construct certain roadway improvements (the "Improvements") as a requirement of the Development Project and as shown on Exhibit A; and

WHEREAS, the Improvements required as part of the Development Project are identified in the Comprehensive Transportation Network Plan; and

WHEREAS, the Developer has made application to offset a portion of the costs of these improvements against any Road Impact Fees due from the Development Project.

NOW THEREFORE, the City and the Developer, their successors and assigns, do hereby agree as follows:

1. **The recitals stated above are incorporated herein as if set forth at length.**
2. **PURPOSE.** The purpose of this Agreement is to define the obligations of the parties necessary to carry out the intent of this Agreement for the provision of reimbursement of collector and arterial road impact fees.
3. **TERM.** This Agreement shall become effective on the date it is fully executed and shall continue until the parties have fully fulfilled their obligations provided hereunder or until the agreement is terminated as provided herein. Understanding the large financial investment each party is making, this Agreement shall only be terminated for convenience upon written agreement of the parties.
4. **PROJECT.** The Developer has submitted reliable information related to the costs of construction of the following Improvements: The dedication of right-of-way along Carothers Parkway.
5. **ELIGIBLE ARTERIAL ROAD IMPACT FEE REIMBURSEMENT.** The total eligible costs of design, right-of-way acquisition, easement acquisition, permits and construction of the above arterial roadway Improvements is **One Hundred Thirty- Five Thousand Eight Hundred Fifty- Nine and No/100 Dollars (\$135,859.00)** for the Development Project and the total reimbursement to the Developer is estimated to be **One Hundred Thirty- Five Thousand Eight Hundred Fifty-Nine and No/100 Dollars (\$135,859.00)**. At no time shall reimbursement exceed the arterial impact fees collected as part of the Development Project.
6. **APPROVAL OF CONTRACTS AND AGREEMENTS.** The City Engineer shall review and approve all professional services agreements, right-of-way and easement acquisition offers (that exceed the appraised value of the acquisition) and construction bids associated with the Improvements. The Developer shall obtain approval prior to the spending of any funding in which the Developer is seeking

reimbursement from the City. The Developer agrees that failure to obtain contract approval from the City Engineer may result in loss of City reimbursement as determined by the City Engineer.

7. APPROVAL OF CONSTRUCTION DOCUMENTS. Prior to starting right-of-way acquisition, easement acquisition and construction, the Developer shall submit construction documents to the City Engineer for review and approval. The Developer agrees that failure to obtain approval from the City Engineer may result in loss of City reimbursement as determined by the City Engineer.

8. PERMITS. The Developer shall be solely responsible for obtaining and complying with all necessary local, state and federal permits associated with the Improvements.

9. ON-SITE RIGHT-OF-WAY AND EASEMENT DEDICATION. The reimbursement value of on-site right-of-way shall be based on the fair market value of the land at the date of application for the development approval for which the condition of dedication was imposed. The value of right-of-way is hereby established as **\$11.59 per SF** and all other necessary temporary slope, temporary construction, access easements and utility easements shall be dedicated at no cost to the City.

10. OFF-SITE RIGHT-OF-WAY AND EASEMENT ACQUISITION.

- a. The Developer shall be responsible for obtaining all off-site right-of-way and easements associated with the off-site Improvements.
- b. At a minimum, the Developer shall offer fair market value for all right-of-way and or easements necessary as part of the Improvements. The value of right-of-way and easements shall be determined by a professional real estate appraiser or other means as approved by the City Engineer.
- c. Should negotiations fail, the City agrees to assist, to the maximum extent allowable by law, in the acquisition of the necessary off-site right-of-way and easements associated with the Improvements.

11. Reimbursement and Final Acceptance.

- a. The Developer may submit periodic invoices to the City during the course of design, right-of-way acquisition, easement acquisition, permitting and construction (not more frequently than every 90 days), which invoices shall be payable within 30 days after approval by the Road Impact Fee Administrator (City Engineer), subject to collected impact fees as specified within this Agreement.
- b. Invoices shall include copies of approved contracts and invoices associated with the roadway Improvements, partial lien waivers for all contracts and copies of checks to show proof of payment. The Developer shall submit invoices based on the latest approved City forms as required by the Road Impact Fee Administrator (City Engineer).
- c. Prior to final reimbursement and City acceptance of off-site Improvements, the Developer shall coordinate final inspections with the City and obtain letters of acceptance from the Street Department or City Engineer.
- d. The following costs are specifically excluded from reimbursement: fiscal cost, including interest of money borrowed to finance the construction, cost for utility relocations, landscaping, turn lanes, internal management fees and turn lanes / signal improvements that benefit solely the development and not the arterial and/or collector roadway.

12. INDEMNIFICATION.

- a. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Developer under this Agreement or otherwise, Developer shall indemnify and hold harmless the City, and the officers, directors, members, partners, employees, agents, consultants and subcontractors, from losses, damages, costs, and judgments (including but not limited to all fees and charges of

engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Improvements, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the improvements itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Developer, and any contractor and any subcontractor, and any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements, or anyone for whose acts any of them may be liable.

- b. In any and all claims against City or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Developer and contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Improvements or anyone for whose acts any of them may be liable, the indemnification obligation under the paragraph above will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer or any contractor or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

12. MISCELLANEOUS.

- a. Binding. This Agreement shall be binding upon the parties and shall take effect from and after its ratification and signing by all parties after obtaining appropriate approval pursuant to the requirements of applicable law.
- b. Dispute Resolution. The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law.
- c. Severability. The parties agree that if any part, term, or provision of this Agreement is determined to be illegal or in conflict with any law of the State of Tennessee by any court with jurisdiction, the validity of the remaining portions or provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- d. Specific Performance. The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, the individual parties shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.
- e. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement, including obtaining all regulatory and governmental approvals required to carry out the terms of this Agreement, recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.
- f. Assignment. The rights and obligations of this Agreement are not assignable.
- g. Law/Venue. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.
- h. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral, with respect

to the subject matter hereof. This Agreement may be amended only by written instrument signed by all parties.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by an authorized person effective as of the date and year written below.

Approved by the Franklin Board of Mayor and Alderman on _____, 201__.

WITNESS our hands on the dates as indicated.

DEVELOPER

Goldberg Companies, Inc.

By: _____

Print Name: _____

Title: _____

STATE OF TENNESSEE

COUNTY OF _____

Before me, _____, a Notary Public of said County and State, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged _____ self to be _____ (or other officer authorized to execute the instrument) of _____, the within named bargainor, a _____, and that _____ as such _____ executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal on this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE, a municipality

By: _____

DR. KEN MOORE

Mayor

Date: _____

By: _____

ERIC S. STUCKEY

City Administrator

Date: _____

STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, the undersigned Notary Public of said County and State, personally appeared **DR. KEN MOORE and ERIC S. STUCKEY**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Mayor and City Administrator, respectively, of the City of Franklin, Tennessee, the within named bargainor, a municipality, and that as such Mayor and City Administrator executed the foregoing instrument for the purposes therein contained, by signing the name of the municipality by themselves as Mayor and City Administrator.

Witness my hand and seal this _ day of _____, 20____.

Notary Public

My Commission Expires: _____

Approved as to form by:

Tiffani M. Pope, Staff Attorney



March 13, 2019

Mr. Paul Holzen
Director of Engineering
City of Franklin, Tennessee
109 3rd Avenue South
Franklin, Tennessee 37064

**RE: *Road Impact Fee Offset Agreement Request
Huffines PUD Subdivision
1343 Huffines Ridge, Franklin, TN***

Dear Paul,

Please consider this formal request for a road impact fee offset for Huffines PUD Subdivision located at 1343 Huffines Ridge. This fee offset is estimated below and includes the costs associated with the right-of-way dedication for Carothers Parkway (arterial roadway).

The proposed development, The Huffines PUD Subdivision Phase One, consists of 426 apartment units. Preliminary estimates of the anticipated Arterial Roadway Impact fees for this development have been estimated using the City of Franklin Road Impact Fees Outline totaling \$1,325,712.00. The fees required by the City of Franklin for the Road Impact fee have not yet been paid to the City of Franklin but will be paid prior to plat recordation. We propose that the required roadway impact fees be reimbursed by the amount provided below after payment of roadway impact fees and ROW dedicated.

R.O.W. Dedication Fee (0.269 Acres)	<u>\$ 135,859</u>
	\$ 135,859

TOTAL IMPACT FEE OFFSET ESTIMATE - \$ 135,859

The ROW dedication fee outlined above was based upon the court-moderated sale contract of the property for the 23.76 acre parcel for \$12,000,000. The price equates to \$505,051/acre. The price of \$505,051/acre was applied to the 0.269 acres of Carothers Parkway ROW dedication which are depicted on the attached ROW and Access Plan from the Development Plan Submittal.

The total anticipated cost of these improvements does not exceed the Arterial Roadway Impact Fee estimate. As a result, we are requesting the roadway impact fees be reimbursed by the amount of \$ 135,859.



Mr. Holzen, March 13, 2019, Page 2 of 2

Please contact me at (615) 800-4004 or mary.mcgowan@kimley-horn.com should you have any questions.

Sincerely,

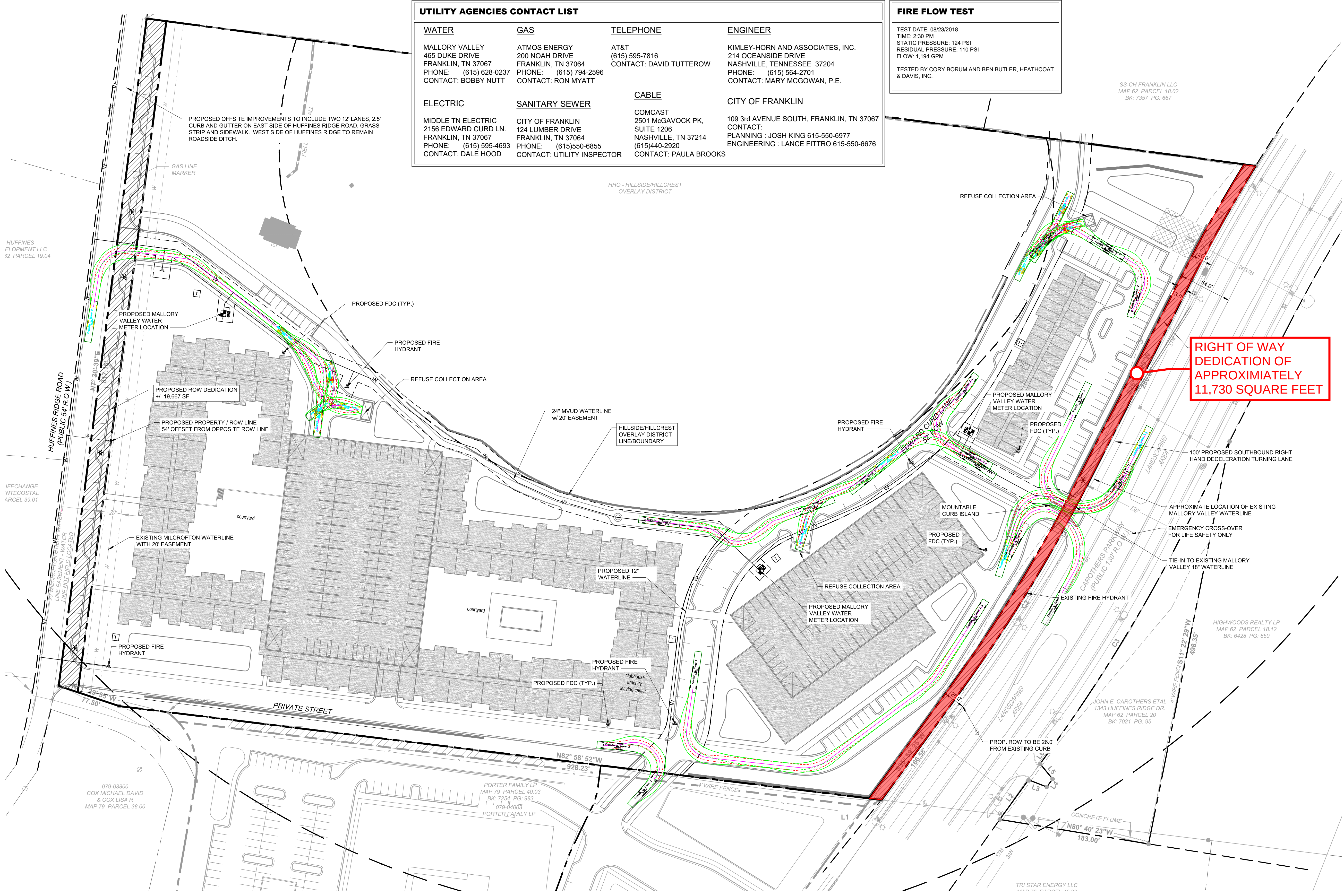
A handwritten signature in black ink that reads "Mary McGowan". The signature is written in a cursive, flowing style.

Mary McGowan, P.E.

Attachments: Court Moderated Sale Document
ROW and Access Plan from Development Plan Submittal (Preliminary Layout is included)

UTILITY AGENCIES CONTACT LIST			
WATER	GAS	TELEPHONE	ENGINEER
MALLORY VALLEY 465 DUKE DRIVE FRANKLIN, TN 37067 PHONE: (615) 628-0237 CONTACT: BOBBY NUTT	ATMOS ENERGY 200 NOAH DRIVE FRANKLIN, TN 37064 PHONE: (615) 794-2596 CONTACT: RON MYATT	AT&T (615) 595-7816 CONTACT: DAVID TUTTEROW	KIMLEY-HORN AND ASSOCIATES, INC. 214 OCEANSIDE DRIVE NASHVILLE, TENNESSEE 37204 PHONE: (615) 564-2701 CONTACT: MARY MCGOWAN, P.E.
ELECTRIC	SANITARY SEWER	CABLE	CITY OF FRANKLIN
MIDDLE TN ELECTRIC 2156 EDWARD CURD LN. FRANKLIN, TN 37067 PHONE: (615) 595-4693 CONTACT: DALE HOOD	CITY OF FRANKLIN 124 LUMBER DRIVE FRANKLIN, TN 37064 PHONE: (615) 550-6855 CONTACT: UTILITY INSPECTOR	COMCAST 2501 McGAVOCK PK. SUITE 1206 NASHVILLE, TN 37214 (615) 440-2920 CONTACT: PAULA BROOKS	109 3rd AVENUE SOUTH, FRANKLIN, TN 37067 CONTACT: PLANNING : JOSH KING 615-550-8977 ENGINEERING : LANCE FITTRO 615-550-6676

FIRE FLOW TEST
TEST DATE: 08/23/2018 TIME: 2:30 PM STATIC PRESSURE: 124 PSI RESIDUAL PRESSURE: 110 PSI FLOW: 1,194 GPM TESTED BY CORY BORUM AND BEN BUTLER, HEATHCOAT & DAVIS, INC.



- ROW ACCESS GENERAL NOTES**
- PRIOR TO BEGINNING ANY CONSTRUCTION, THE DEVELOPER AND/OR CONTRACTOR, SHALL OBTAIN ALL NECESSARY PERMITS AS REQUIRED BY LAW. SUCH PERMITS MAY INCLUDE, BUT ARE NOT LIMITED TO, THOSE REQUIRED BY STATE OF TENNESSEE, WILLIAMSON COUNTY AND OTHER CITY OF FRANKLIN AGENCIES.
 - ALL OFF-SITE WORK WITHIN THE PUBLIC RIGHT-OF-WAY SHALL REQUIRE AN APPROVED TRAFFIC CONTROL PLAN WHICH COMPLIES WITH THE MUTCD. NO OFF-SITE EXCAVATION MAY BE UNDERTAKEN IN ANY STREET, ROAD, ALLEY OR RIGHT-OF-WAY OF ANY UTILITY OR TEMPORARY CONSTRUCTION EASEMENT OF THE CITY OF FRANKLIN BY ANY ENTITY UNLESS 72-HOUR NOTICE HAS BEEN GIVEN TO THE CITY OF FRANKLIN TRAFFIC OPERATIONS CENTER. THE CONTRACTOR SHALL HAVE AN APPROVED TRAFFIC CONTROL PLAN ON-SITE DURING CONSTRUCTION.
 - CONSTRUCTION MATERIALS SHALL BE FULLY TESTED IN ACCORDANCE WITH THE DESIGNATIONS AND REQUIREMENTS WITHIN THE REFERENCED "TODOT STANDARD SPECIFICATIONS" SECTIONS, UNLESS OTHERWISE NOTED WITHIN THE "STANDARD SPECIFICATIONS" SECTION OF THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.
 - AN AUTHORIZED REPRESENTATIVE OF THE CITY SHALL MAKE A FINAL INSPECTION OF THE PROJECT AFTER COMPLETION TO DETERMINE ACCEPTABILITY OF THE WORK AND FOR RELEASE OF PERFORMANCE BONDS IF REQUIRED. BEFORE THIS FINAL INSPECTION CAN BE MADE, THE ENGINEER RESPONSIBLE FOR THE PROJECT SHALL CERTIFY IN WRITING TO THE CITY ENGINEER THAT THE WORK HAS BEEN COMPLETED IN ACCORDANCE WITH APPROVED PLANS AND SPECIFICATIONS.
 - LOCATING AND COORDINATION FOR THE RELOCATION OF EXISTING UTILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR. TENNESSEE'S ONE-CALL AND THE CITY OF FRANKLIN UTILITY LOCATION SERVICE SHALL BE UTILIZED IN ADDITION TO COORDINATION WITH LOCAL UTILITY OWNERS. THE CONTRACTOR SHALL AT ALL TIMES PROTECT EXISTING UTILITIES AND WILL BE RESPONSIBLE FOR COSTS DUE TO DAMAGE CAUSED TO ANY UTILITY LINES.
 - ALL TEMPORARY STRIPING SHALL CONFORM TO "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION," PUBLISHED BY TDOT, THE LATEST REVISION EXCEPT AS HEREIN AMENDED. WHEN APPROVED, TEMPORARY STRIPING SHALL BE REQUIRED PRIOR TO THE OPENING OF A STREET FOR TRAVEL WHERE PAVEMENT AND/OR PERMANENT STRIPING CANNOT BE COMPLETED DUE TO WEATHER AND/OR TIME CONSTRAINTS.
 - THERMOPLASTIC PAVEMENT MARKINGS SHOULD BE USED ON ALL PUBLIC AND PRIVATE CITY STREET PROJECTS. THERMOPLASTIC STRIPING AND PAVEMENT MARKINGS SHALL CONFORM TO SECTION 716.03 "THERMOPLASTIC PAVEMENT MARKINGS," OF THE TENNESSEE DEPARTMENT OF TRANSPORTATION SPECIFICATIONS (TDOT), AND TO THE CITY OF FRANKLIN TRANSPORTATION & STREET TECHNICAL STANDARDS.

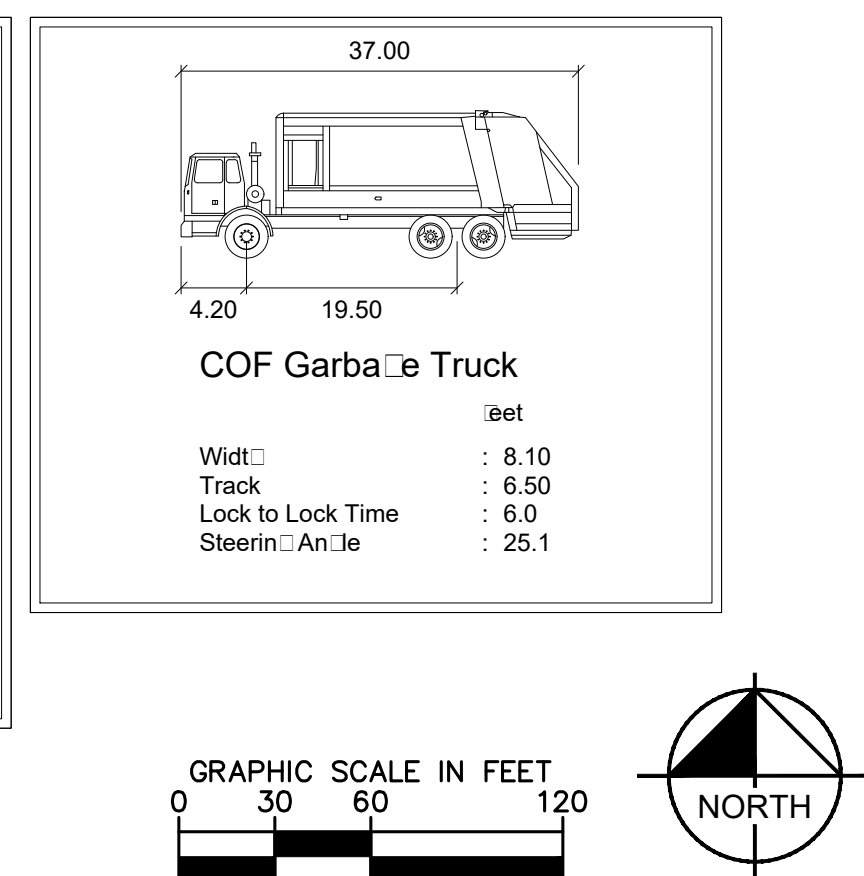
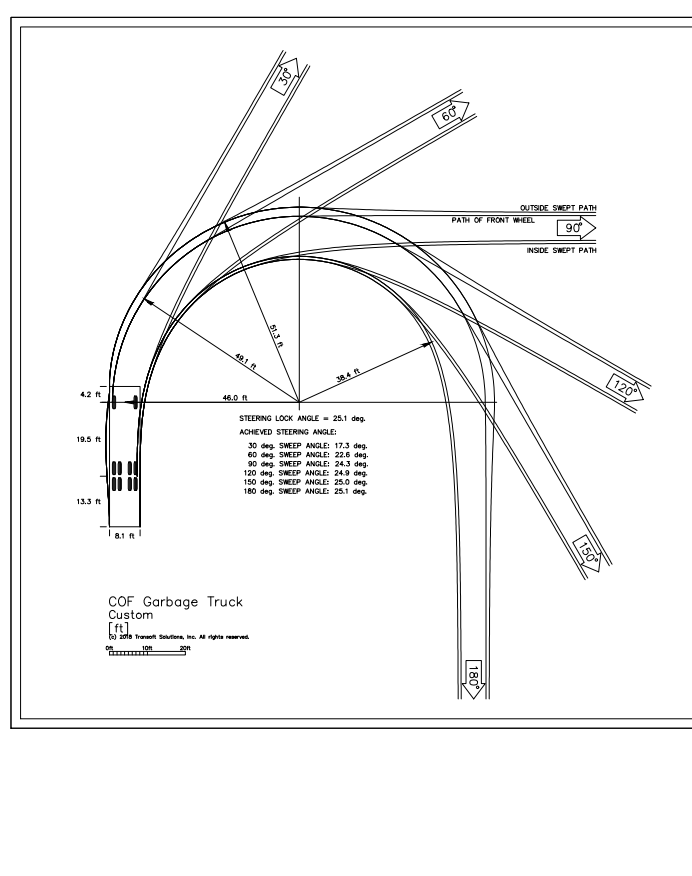
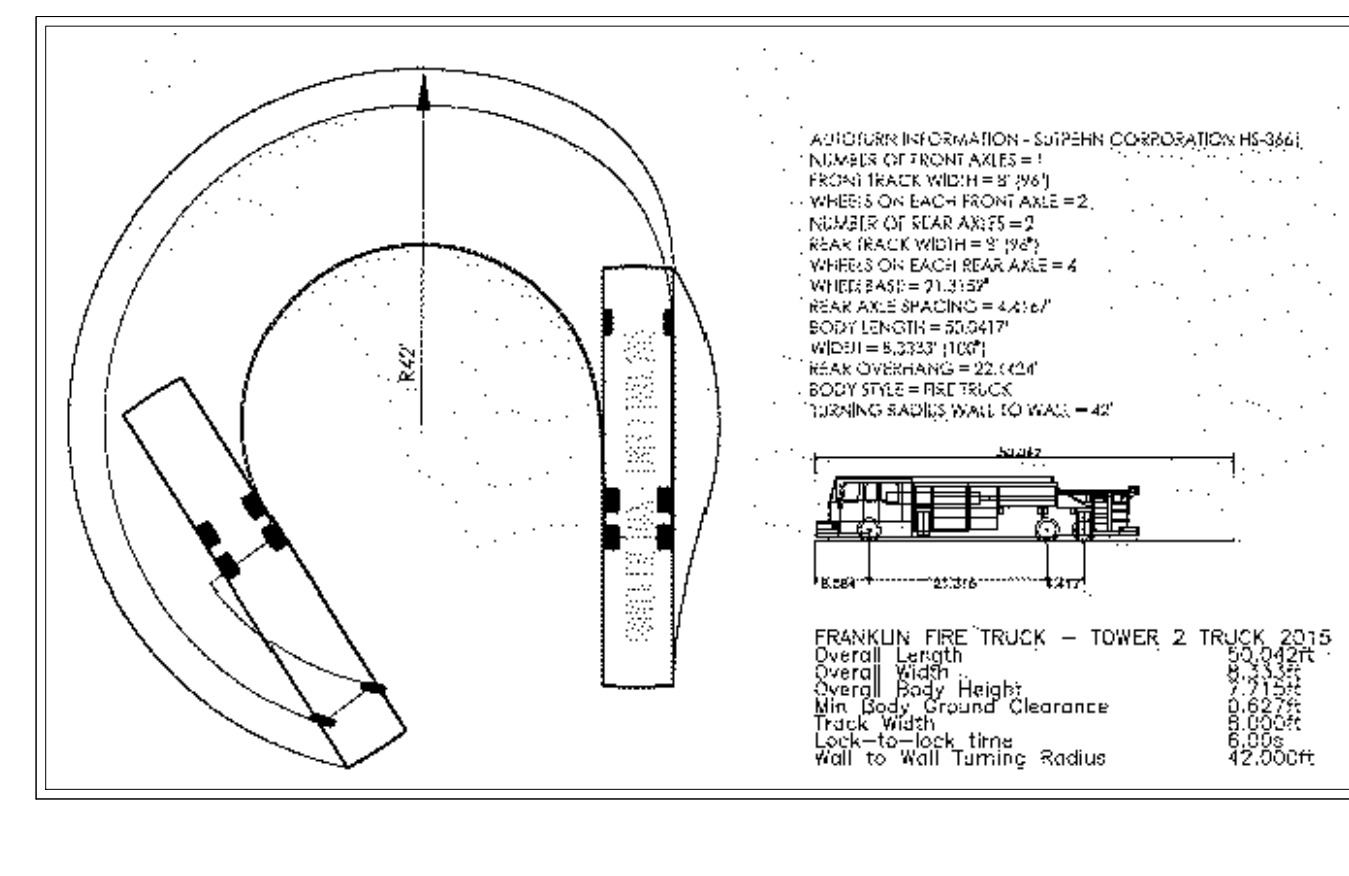
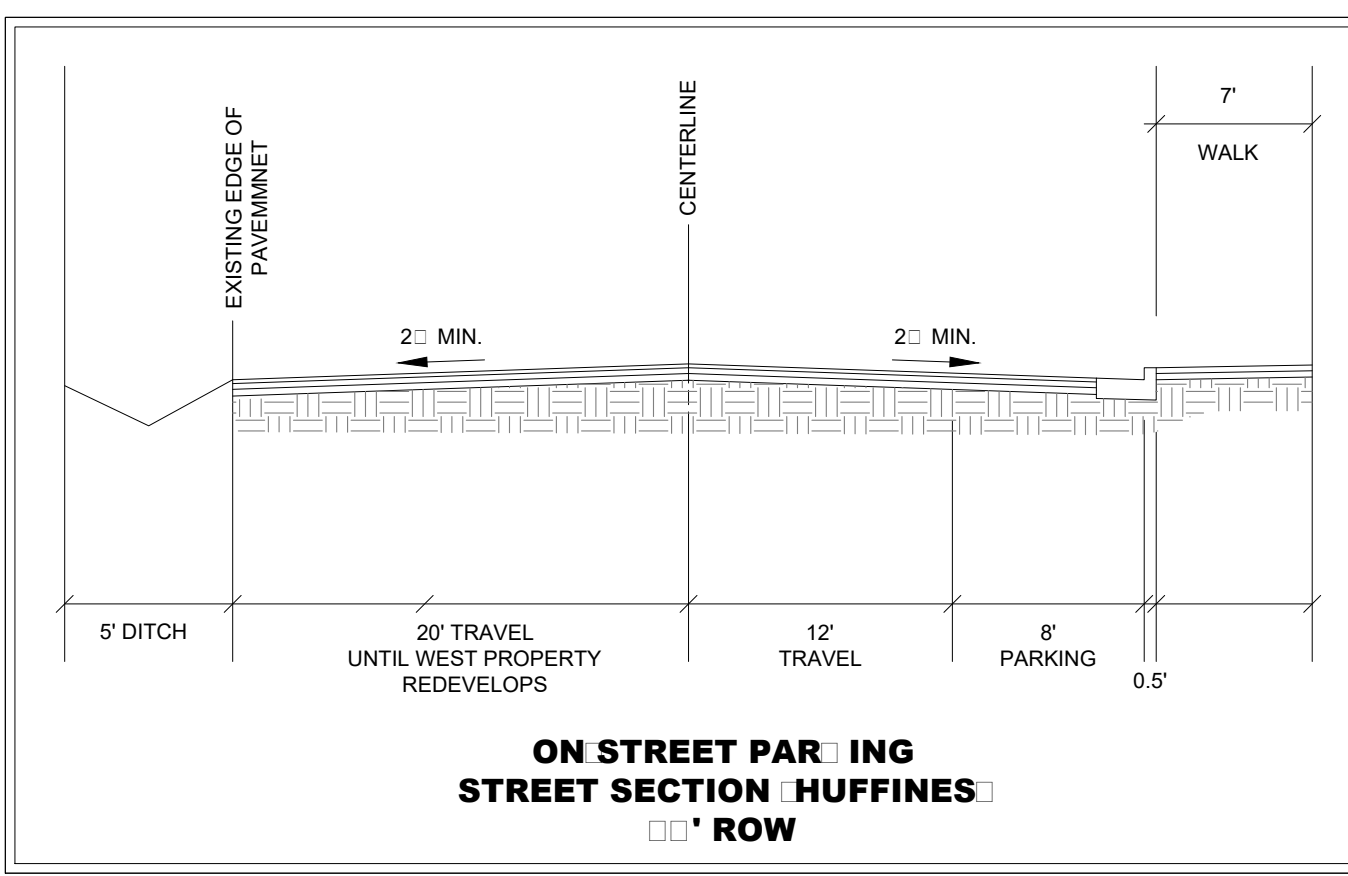
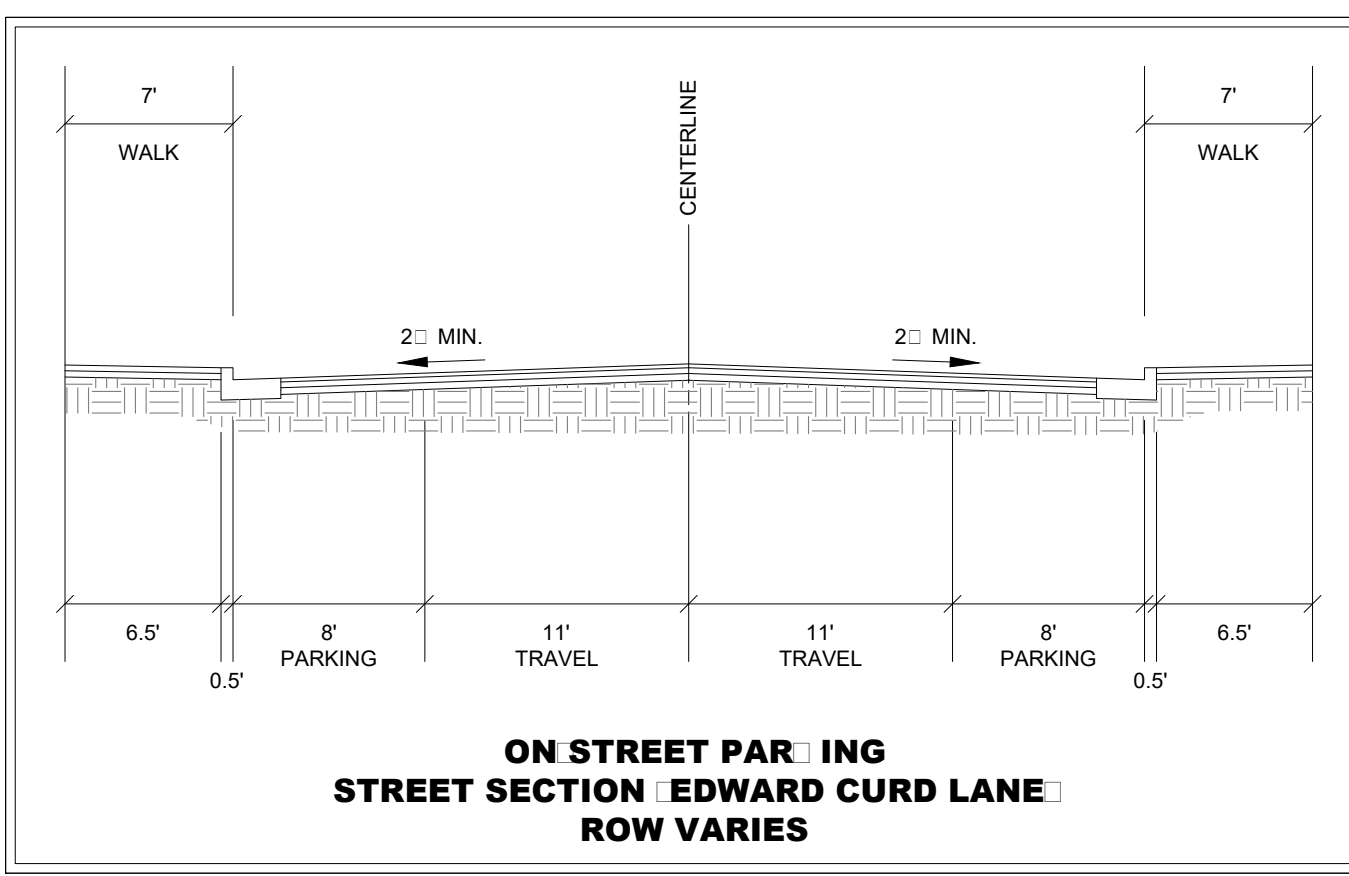
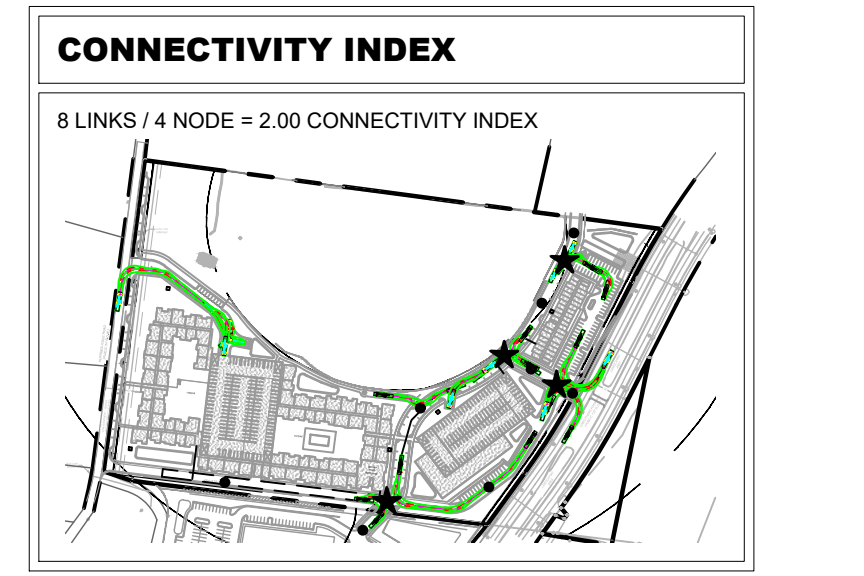
IMPACT STATEMENT

ACCESS TO THE MULTIFAMILY PORTION OF THE DEVELOPMENT WILL BE PROVIDED VIA PRIVATE ROAD WITH TWO CONNECTIONS DIRECTLY FROM HUFFINES RIDGE ROAD. ONE CONNECTION INDIRECTLY OFF OF CAROTHERS PARKWAY, AND ONE CONNECTION INDIRECTLY FROM THE FUTURE DEVELOPMENT TO THE SOUTH. THE OFFICE PORTION OF THIS SITE WILL BE ACCESSED VIA PRIVATE ROAD WITH ONE CONNECTION DIRECTLY TO CAROTHERS PARKWAY, ONE CONNECTION INDIRECTLY OFF OF HUFFINES RIDGE ROAD, AND ONE CONNECTION INDIRECTLY FROM THE FUTURE DEVELOPMENT TO THE SOUTH. THE HOTEL PORTION OF THIS SITE WILL BE ACCESSED VIA PRIVATE ROAD WITH ONE CONNECTION DIRECTLY TO CAROTHERS PARKWAY, ONE CONNECTION INDIRECTLY OFF OF HUFFINES RIDGE ROAD, AND ONE CONNECTION INDIRECTLY FROM THE FUTURE DEVELOPMENT TO THE SOUTH.

OFFSITE IMPROVEMENTS ARE TO BE MADE PER RECOMMENDATIONS FROM THE TRAFFIC IMPACT ANALYSIS PREPARED BY KIMLEY HORN FOR THIS SITE AND DISCUSSIONS WITH CITY OF FRANKLIN OFFICIALS.

SITE LEGEND

SS	PROPOSED SANITARY SEWER PIPE
W	PROPOSED WATER MAIN
SS	PROPOSED STORM PIPE
SS	EXISTING SANITARY SEWER PIPE
W	EXISTING WATER MAIN
G	EXISTING GAS MAIN
ST	EXISTING STORM PIPE
LOD	LIMITS OF DISTURBANCE
PH	FIRE HYDRANT



ORDINANCE 2019-11

**AN ORDINANCE TO AMEND FRANKLIN MUNICIPAL CODE § 5-802
RELATIVE TO THE DISPOSAL OF SURPLUS REAL PROPERTY**

WHEREAS, on March 10, 1998, the Board of Mayor and Aldermen approved Ordinance 98-08 to provide for a procedure for the disposal of real property for the City of Franklin; and

WHEREAS, the ordinance provided that if the property would likely be greater than \$25,000, the property must be sold by sealed bid; and

WHEREAS, this requirement is solely a restriction placed on the City by the Board of Mayor and Aldermen and not a current state law requirement; and

WHEREAS, given the rise of home and land prices in Franklin, \$25,000 has proven to be a low threshold, thus requiring most smaller parcels to be sold by sealed bid; and

WHEREAS, there may be times when the City has property that is no longer of benefit to the City, yet the City feels that the property could be of public benefit and would, therefore, like to choose the project and the new owner rather than dispose of the property by sealed bid; and

WHEREAS, the Board of Mayor and Aldermen wish to amend Franklin Municipal Code § 5-802 to provide for the disposal of real property by sealed bid when the value of the property is deemed to be greater than \$75,000; and

WHEREAS, the Board of Mayor and Aldermen further wish to amend Franklin Municipal Code § 5-802 to allow for a public process for the disposal of real property the Board of Mayor and Aldermen deem to be of public benefit.

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

SECTION I. The Franklin Municipal Code § 5-802 be deleted in its entirety and replaced as follows:

Sec. 5-802. - Disposal of surplus real property.

(1) The mayor and city administrator, with the prior approval of the board of mayor and aldermen, by resolution, may sell, lease, or abandon any real property owned by the City, or any interests or rights therein, when such property is determined to be of no further feasible use to the City.

(2) When the board has determined that the value of the property is reasonably likely to be greater than \$75,000.00, then the property shall be sold by sealed bid after forty-five (45) days public notice in a newspaper of general circulation, provided the City shall have the right to reject and refuse any and all bids. Such notice shall be advertised at least twice during the 45-day notice period. The board's determination shall be based upon tax records, comparable sales, advice from real estate professionals, or other suitable criteria. The board may, in its sole discretion, also employ an independent certified appraiser in connection with any sale of real property.

(3) In the alternative, the board may determine that the property is well-suited to be of public benefit and would like to determine a purpose for the property and/or the future owner. In such case, the board shall, by resolution, state the public purpose for the property and establish a public process by which a new owner or owners will be chosen to facilitate the new purpose.

(4) Upon a reasonable determination that the property does not exceed \$75,000.00 in value, or that there are other unique circumstances making a public advertisement and bid procedure impossible or impracticable, then the board, by resolution, may waive the requirements of public notice and sealed bidding, and may sell or dispose of the property in question by negotiated contract or by other means that will adequately protect the public interest.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING

PASSED SECOND READING:

ORDINANCE 2019-11

**AN ORDINANCE TO AMEND FRANKLIN MUNICIPAL CODE § 5-802
RELATIVE TO THE DISPOSAL OF SURPLUS REAL PROPERTY**

WHEREAS, on March 10, 1998, the Board of Mayor and Aldermen approved Ordinance 98-08 to provide for a procedure for the disposal of real property for the City of Franklin; and

WHEREAS, the ordinance provided that if the property would likely be greater than \$25,000, the property must be sold by sealed bid; and

WHEREAS, this requirement is solely a restriction placed on the City by the Board of Mayor and Aldermen and not a current state law requirement; and

WHEREAS, given the rise of home and land prices in Franklin, \$25,000 has proven to be a low threshold, thus requiring most smaller parcels to be sold by sealed bid; and

WHEREAS, there may be times when the City has property that is no longer of benefit to the City, yet the City feels that the property could be of public benefit and would, therefore, like to choose the project and the new owner rather than dispose of the property by sealed bid; and

WHEREAS, the Board of Mayor and Aldermen wish to amend Franklin Municipal Code § 5-802 to provide for the disposal of real property by sealed bid when the value of the property is deemed to be greater than \$75,000; and

WHEREAS, the Board of Mayor and Aldermen further wish to amend Franklin Municipal Code § 5-802 to allow for a public process for the disposal of real property the Board of Mayor and Aldermen deem to be of public benefit.

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

SECTION I. The Franklin Municipal Code § 5-802 be deleted in its entirety and replaced as follows:

Sec. 5-802. - Disposal of surplus real property.

(1) The mayor and city administrator, with the prior approval of the board of mayor and aldermen, by resolution, may sell, lease, or abandon any real property owned by the City, or any interests or rights therein, when such property is determined to be of no further feasible use to the City.

(2) When the board has determined that the value of the property is reasonably likely to be greater than \$75,000.00, then the property shall be sold by sealed bid after forty-five (45) days public notice in a newspaper of general circulation, provided the City shall have the right to reject and refuse any and all bids. Such notice shall be advertised at least twice during the 45-day notice period. The board's determination shall be based upon tax records, comparable sales, advice from real estate professionals, or other suitable criteria. The board may, in its sole discretion, also employ an independent certified appraiser in connection with any sale of real property.

(3) In the alternative, the board may determine that the property is well-suited to be of public benefit and would like to determine a purpose for the property and/or the future owner. In such case, the board shall, by resolution, state the public purpose for the property and establish a public process by which a new owner or owners will be chosen to facilitate the new purpose.

(4) Upon a reasonable determination that the property does not exceed \$75,000.00 in value, or that there are other unique circumstances making a public advertisement and bid procedure impossible or impracticable, then the board, by resolution, may waive the requirements of public notice and sealed bidding, and may sell or dispose of the property in question by negotiated contract or by other means that will adequately protect the public interest.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING

PASSED SECOND READING:

2018

Greater Nashville MSA - Definition of Affordable Work Force Housing without PMI Insurance

	Affordable Housing		Work Force Housing		
					Notes:
HUD Median Nashville MSA					2018 Nashville Area MSA
Family of 1	\$52,450		\$52,450		PITI means
Family of 2	\$59,950		\$59,950		P= Principal
Family of 3	\$67,500		\$67,500		I= Interest
Family of 4	\$74,900		\$74,900		T=Taxes
					I=Insurance
					PMI mean Private Mortgage Insurance
Definition	Less than 80% median		80% to 120% median		
Affordable Housing Income Limits					
Family of 1	\$41,950				
Family of 2	\$47,950				
Family of 3	\$53,950				
Family of 4	\$59,900				
Work Force Housing Income Limits					
Family of 1			\$62,940		
Family of 2			\$71,940		
Family of 3			\$81,000		
Family of 4			\$89,880		
Maximum House Payments	Principal/Interest	PITI	Principal/Interst	PITI	30% Housing Ratio=PITI minus TI=PI
Family of 1	\$839.00	\$1,048.75	\$1,258.80	\$1,573.50	Reduction TI in House Pay is 20%
Family of 2	\$959.00	\$1,198.75	\$1,438.80	\$1,798.50	
Family of 3	\$1,079.00	\$1,348.75	\$1,620.00	\$2,025.00	
Family of 4	\$1,198.00	\$1,497.50	\$1,797.60	\$2,396.80	
Maximum House Price					
Family of 1	\$163,186		\$244,837		4.625% Interest, 30 Year Loan
Family of 2	\$186,526		\$279,847		
Family of 3	\$209,866		\$315,090		
Family of 4	\$233,011		\$349,633		

2018

Greater Nashville MSA - Definition of Affordable Work Force Housing without PMI Insurance

Notes:	30% Housing Ratio=PITI minus TI=PI				
2018 Nashville Area MSA	Reduction TI in House Pay is 20%				
PITI means					
P= Principal					
I= Interest					
T=Taxes	4.625% Interest, 30 Year Loan				
I=Insurance					
PMI mean Private Mortgage Insurance					

2018

Greater Nashville MSA - Definition of Affordable Work Force Housing without PMI Insurance

[illegible]

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0077)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Best Cleaners of Columbia, LLC, d/b/a New Brand Cleaners ("VENDOR"), who mutually agree as follows:

1. CITY issued on January 24, 2019 Purchasing Office Solicitation No. 2019-005, a procurement solicitation for bids for garment cleaning, pressing, minor repair and alteration services ("SOLICITATION").
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated February 11, 2019 ("SUBMITTAL"), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. CITY declines to accept VENDOR's exception to CITY's specification no. 11.3. Thus, specification 11.3 remains in effect as written. CITY acknowledges that heavily soiled garments that require special attention in order to restore to presentable status, such as any that are stained and/or have dirt ground into the garment and/or are torn, qualify as "unusual and extenuating circumstances" and therefore are not subject to the specified definition of the term "timely."
4. VENDOR acknowledges the sample billing statement included in SUBMITTAL does not meet CITY's specification no. 11.6.2 and agrees to provide monthly billing statements that do meet CITY's specification no. 11.6.2 except, if not readily feasible, for unit pricing.
5. VENDOR included in SUBMITTAL CITY's Standard Procurement Terms and Conditions with VENDOR's contact information inserted ("CITY'S TERMS"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
6. VENDOR has now also submitted a Certificate of Insurance ("CERTIFICATE OF INSURANCE"), a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.
7. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
8. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.
9. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.

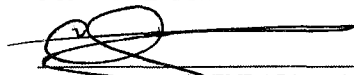
CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0077)

10. VENDOR has now also submitted CITY's Indemnification Agreement, executed for VENDOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
11. CITY awarded on April 9, 2019 to VENDOR the purchase of garment cleaning, pressing, minor repair and alteration services pursuant to SOLICITATION, SUBMITTAL and this AGREEMENT.
12. CITY expects VENDOR to render awarded services by the next business day, except in unusual and extenuating circumstances in which case VENDOR shall, as soon as possible, notify the proper contact at the Franklin Police Department. Failure by VENDOR to meet this expectation shall constitute grounds for CITY to cancel award and/or consider VENDOR to be in breach of contract.
13. The term of award shall commence upon execution of this AGREEMENT and shall expire one (1) year from the execution date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than four (4) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party (in the case of CITY, either CITY's City Administrator or CITY's Purchasing Manager, after consultation with the Chief of Police of CITY, is so authorized); (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award; and (e) at CITY's discretion, CITY and VENDOR may negotiate an additional extension beyond such expiration. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
14. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__

For VENDOR:



(signature of VENDOR's authorized representative)

TITLE: Owner Manager

For CITY:

(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2019-0077)

Attachment No. 1

Excerpts from SUBMITTAL

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

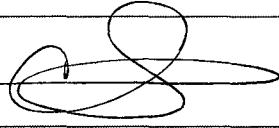
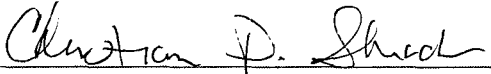
Purchasing Office Solicitation No.: 2019-005

Vendor's name, street address, and mailing address (if different):	<u>Best Cleaners of Columbia, LLC</u> <u>DBA New Brand Cleaners</u> <u>314 East James Campbell Blvd.</u> <u>Columbia, Tn 38401</u>
Vendor's contact person's name (printed), title, telephone number and e-mail address:	<u>Chris Shrader</u> <u>Owner, managing member</u> <u>931-334-9977</u> <u>Cshrader421@gmail.com</u>
Does the bidder take any exceptions to the City's procurement solicitation?	☒ Yes, see enclosed. ☐ No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	☒ Yes, see enclosed. ☐ No, bidder takes no exceptions.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following payment terms: _____
Last date (no sooner than April 30, 2019) that bid and associated pricing is valid and may be accepted by the City:	<u>April 30, 2019</u>
Are the following components included with this Bid Submittal Form in the bid submittal? - Detailed vendor-supplied description of bid product(s) and/or service(s); - City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; - Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; - Vendor-supplied contact information for minimum of three (3) references per the Instructions for Bidders pertaining to this procurement solicitation; - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; - City of Franklin Affidavit of Title VI Compliance, executed in full; and - If bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.	☒ Yes, see enclosed. ☐ No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2019-005

Vendor's name:	
Method of payment – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by bank credit card, rather than by conventional check. Which electronic payment method would the bidder prefer?	☒ ACH or Electronic Funds Transfer. ☐ Bank credit card.
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	☒ Addendum No. 1. ☐ Addenda Nos. 1 through _____. ☐ No addenda.
Subscription and affirmation of bidder's authorized representative: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	 (signature)
Signature of bidder's authorized representative: I affirm that I am authorized by the bidder to sign this Bid Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 (signature)
Title of bidder's authorized representative:	Managing Member
Date of signatures:	02/11/2019

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2019-005

Quoted bid pricing for specified services:			
Specified Service	Estimated Quantity ¹	Vendor's quoted bid price:	
Cleaning and pressing, as appropriate (on a per-garment basis)		Men's	Women's
uniform shirts	10,400	\$ 2.00	\$ 2.00
dress shirts	1,040	\$ 1.75	\$ 1.75
blouses	312	n/a	\$ 2.75
uniform pants	10,400	\$ 3.00	\$ 3.00
dress pants	1,040	\$ 3.00	\$ 3.00
skirts	24	n/a	\$ 3.00
dresses	24	n/a	\$ 5.25
uniform suit jackets	1,040	\$ 3.25	\$ 3.25
blazers	12	\$ 3.25	\$ 3.25
jackets	1,040	\$ 4.75	\$ 4.75
heavy coats	6	\$ 5.00	\$ 5.00
vest covers	6	\$ 1.75	\$ 1.75
neckties	12	\$ 1.00	\$ 1.00
coat linings	6	\$ 1.00	\$ 1.00
8-point dress hats	6	\$ 1.00	\$ 1.00
Making minor repairs, as appropriate (on a per-repair basis)		Unisex	
zippers for pants, skirts and dresses	6	\$ 10.50	
zippers for jackets and heavy coats	6	\$ 20.00 if they can even be done	
pockets for shirts and blouses	6	\$ 4.00	
pockets for suit jackets and blazers	6	\$ 4.00	
pockets for pants, jackets & heavy coats	6	\$ 3.00	
buttons for shirts and blouses	6	\$.50	
buttons for pants, skirts and dresses	6	\$.50	
buttons for suit jackets and blazers	6	\$ 1.50	
Making alterations, as appropriate (on a per-alteration basis)		Unisex	
Skirt – Machine Stitched Hem	10	\$ 10.00	
Skirt – Take In/Let Out Waist (if enough seam)	10	\$ 10.00	
Pants/Slacks – adjust inseam length	25	\$ 10.00	
Pants/Slacks w/cuffs – adjust inseam length	10	\$ 12.00	
Pants/Slacks – Take In/Let Out Waist	25	\$ 10.00	
Shirt/Blouse Sleeves, cuffed hem – shortened	10	\$ 15.00	
Shirt/Blouse – taper sides	10	\$ 15.00	
Suit Jacket Sleeves, lined, w/buttons – shorten or lengthen	5	\$ 25.00	
Suit Jacket Hem – Straight Hem w/lining	5	\$ 25.00	
Suit Jacket – Side seams in/out	5	\$ 25.00	
Rip repair – on seam line	10	\$ 4.00	
Rip repair – elsewhere on clothing	10	\$ 4.00	
Add patches (machine stitched, all sizes) to garments	150	\$ 4.00ea	

¹ The quantity indicated for each service to be priced represents the approximate number of units of that service that the Police Department might require in a 12-month period. For garments that are priced by sex, for purposes of calculating the annual value of the bid, the City will assume 85% of the garments are men's and 15% of the garments are women's, unless otherwise indicated. These numbers are estimates only and do not represent a guaranteed minimum or maximum.

BEST CLEANERS

-STATEMENT-

314 East James Campbell Blvd.
Columbia, TN 38401
9313816333

Fire Dept City Of Columbia
1000 S.Garden St
Attn: Dana McDaniel
Columbia TN 38401

(Activity from 12/31/18 To 01/31/19.)
Terms: Net Due

Date	Description	Activity	Balance
	Balance Forward	67.34	67.34
01/28/19	Member: Fire Dept City Of Columbia ID#: 0 Check#: 117869	-67.34	0.00
	Member: Fire Dept City Of Columbia ID#: 0	67.34CR	
12/31/18	Member: Cummins, Chris ID#: 02 788897 City of Columbia	3.04	3.04
12/31/18	800789 City of Columbia	3.04	6.08
01/14/19	808820 City of Columbia	3.04	9.12
	Member: Cummins, Chris ID#: 02	9.12	
01/09/19	Member: Scott, Tony ID#: 3122 802451 City of Columbia	1.52	10.64
01/21/19	809196 City of Columbia	1.52	12.16
01/25/19	813404 City of Columbia	1.52	13.68
	Member: Scott, Tony ID#: 3122	4.56	
12/31/18	Member: Dyer, Garry ID#: 3157 803379 City of Columbia	1.52	15.20
01/07/19	805427 City of Columbia	3.04	18.24
01/12/19	807752 City of Columbia	3.04	21.28

Page 1

Continued...

Continued...

BL T CLEANERS

-STATEMENT-

314 East James Campbell Blvd.
Columbia, TN 38401
9313816333

Fire Dept City Of Columbia
1000 S.Garden St
Attn: Dana McDaniel
Columbia TN 38401

(Activity from 12/31/18 To 01/31/19.)
Terms: Net Due

Date	Description	Activity	Balance
01/18/19	810219 City of Columbia	3.04	24.32
01/24/19	812696 City of Columbia	3.04	27.36
01/30/19	814783 City of Columbia	3.32	30.68
	Member: Dyer, Garry ID#: 3157	17.00	
	Member: Beatty, josiah ID#: 3277		
01/02/19	804217 City of Columbia	4.56	35.24
01/21/19	805570 City of Columbia	1.52	36.76
	Member: Beatty, josiah ID#: 3277	6.08	
	Member: cobb, ty ID#: 98		
01/03/19	802850 City of Columbia	4.56	41.32
01/03/19	802415 City of Columbia	1.52	42.84
01/28/19	810547 Household	17.99	60.83
	Member: cobb, ty ID#: 98	24.07	

Current	31-60 Past Due	61-90 Past Due	91+ Past Due	Late Charge
60.83	0.00	0.00	0.00	0.00

Statement Date	Amount Due	Terms	Remit Amount
02/01/19	60.83	Net Due	

Store: 000 PUL
(931) 380-2728
Fire Dept City Of Columbia
1000 S.Garden St
Attn: Dana McDaniel
Columbia TN 38401

P Cleaners
314 E. James Campbell
Columbia, TN 38401
931-381-6333



CITY OF COLUMBIA, POLICE (931) CITY
707 North Main
Columbia, TN 38401
816114

(931) 560-1614

DUE: TUE 01/29/19 5:00pm

MEMBER: Gideon, Joey ID: 3162

1 (B2895605) Dress Uni. 2.75
TROUSER BLACK SOLID

1 (B2643205) DUTY UNIFORM 2.75
TROUSER NAVY SOLID

1 (B2909688) Duty L/S Shirt 1.52
NAVY SOLID

Sales Tax .64
TOTAL 7.66

You have earned 24 frequent fabricare pts to date
01/25/19 11:07 AM RPRT:MM 01/28/19 STH201 Rack: MM IP MM



TUES

816114 - 3

CITY OF COLUMBIA, P

Attachment No.2

City's Terms 11.3.

I would like to request a two-day turn around on the items picked up. Most officers have multiple sets of uniforms and this would allow for us to provide better service and quality. In the event you do not agree we are still able to provide the services requested.

References:

1. City of Columbia Police Department
707 North Main St.
Columbia, Tennessee 38401
Dry cleaning and repair of Police uniforms
Sherry Sheeter- Accounts payable
931-560-1614
Ssheeter@columbiatn.com
2. City of Columbia Fire Department
1000 South Garden St.
Columbia, Tennessee 38401
Dry cleaning and repair of uniforms and gear
931-380-2728
Ty Cobb-Chief
Cfradmin@columbiatn.com
3. Maury Regional Hospital
1224 Trotwood Ave.
Columbia, Tennessee 38401
Ted Bradshaw- Manager Sleep Centers
931-490-7378
Tbradshaw@mauryregional.com

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

1. Solicitation identified: These specifications apply to the following procurement:
garment cleaning, pressing, minor repair and alteration services
Purchasing Office Solicitation No.: 2019-005
2. Notice to Bidders publication date: **January 24, 2019**
3. Solicitation release date: **January 24, 2019**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 5, 2019, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **February 12, 2019, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **March 8, 2019**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **March 26, 2019**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to render the specified services. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
 - a. To avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered by the City to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

10. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The bidder awarded the purchase shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms. As a matter of practice, the City expects the bidder awarded the purchase to ship any and all deliverables FOB destination, freight prepaid and allowed. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms. As a matter of practice, the City pays for goods and/or services only after receipt and acceptance by the City of all such goods and/or services as ordered, and only after receipt of an accurate, proper, complete and itemized invoice for all such goods and/or services as ordered, net thirty (30) calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The bidder awarded the purchase may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The bidder awarded the purchase will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

- h. Other documents to be required of the bidder recommended to be awarded the purchase. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the bidder recommended to be awarded the purchase.
- i. Damages. The bidder awarded the purchase shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City at the bidder's own expense and at no additional charge to the City.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City's Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return-to-duty and follow-up alcohol and controlled substances testing of City employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

11. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products, items and/or services.
- Bidders are required to mark with a “C” the blank line next to any specification below to which their bid COMPLIES. (Specifications without a blank line are for context and need not be marked.)
- Bidders are required to mark with an “E” the blank line next to any specification below to which their bid takes EXCEPTION. (Specifications without a blank line are for context and need not be marked.)
- Any exceptions to the City’s specifications shall be identified by the bidder on the City’s specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City’s expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

11.1. Term of award.

11.1.1. C The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of one (1) year, effective upon the effective date of any procurement agreement resulting from this procurement solicitation as such procurement agreement is executed in full by both parties.

11.1.2. C At any time after commencement but before or as soon as practicable after the expiration of this term of award, including any extensions to the term of award made pursuant to this provision, the City and the vendor may choose to exercise an option to extend the term of award up to four (4) times, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by one or more authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

- 11.2. Services to be rendered, in quantities indicated on the Bid Submittal Form pertaining to this procurement solicitation, shall include, but may not be limited to:
- 11.2.1. C cleaning and pressing (as appropriate) the following apparel: uniform shirts, dress shirts, blouses, uniform pants, dress pants, skirts, dresses, uniform suit jackets, blazers, jackets, heavy coats, vest covers, neckties, coat linings and 8-point dress hats;
- 11.2.2. C making minor repairs, such as to zippers, pockets and buttons, to the following apparel: uniform shirts, dress shirts, blouses, uniform pants, dress pants, skirts, dresses, uniform suit jackets, blazers, jackets and heavy coats;
- 11.2.3. C making alterations to the following apparel: uniform shirts, dress shirts, blouses, uniform pants, dress pants, skirts, dresses, uniform suit jackets and blazers; and
- 11.2.4. C picking up garments from and returning same to the Franklin Police Department headquarters, at a specific location mutually designated by authorized representatives of the Franklin Police Department and the vendor, daily except for weekends and holidays observed by the City, at times mutually designated by authorized representatives of the Franklin Police Department and the vendor, with vendor supplying reusable garment bags for each Franklin Police Department employee utilizing the vendor's delivery service, said bags to remain the property of the vendor;
- 11.3. E Services shall be rendered in a timely manner. For the purposes of this Solicitation, "timely" shall be defined to mean the next business day, except in unusual and extenuating circumstances in which case the vendor shall, as soon as possible, notify the proper contact at the Franklin Police Department.
- 11.4. C Services shall be rendered to a level of quality meeting or exceeding the performance expectations of retail customers typical for the garment cleaning services industry.
- 11.5. Communication:
- 11.5.1. C To promote clear communication between the Franklin Police Department and the vendor, vendor shall make available for use by Franklin Police Department a garment-servicing-special-instructions slip that may be attached to the garment. Slip shall be marked by the vendor and returned with the garment indicating how the special request was handled.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

- 11.5.2. C Vendor shall agree to have an authorized representative communicate with one or more authorized representatives of the Franklin Police Department once every three (3) months to discuss the timeliness and quality of services being rendered pursuant to this solicitation and to develop and implement courses of action to be taken to correct any deficiencies.
- 11.5.3. C For any alterations requested which shall exceed a total of \$50.00 per garment, vendor shall obtain prior authorization by the proper contact at the Franklin Police Department.
- 11.6. Billing:
- 11.6.1. C Payment terms as indicated in provision 11.d above shall apply to monthly statements rather than individual invoices.
- 11.6.2. C Monthly statements shall itemize each service rendered by individual and shall indicate invoice numbers, name of individuals for whom services were rendered, and date, quantity, unit pricing and extended pricing. A summary of all services rendered for all individuals, indicating quantity, unit pricing and extended pricing for each service rendered, shall also be included on the monthly statement.
- 11.6.3. C A sample invoice and a sample monthly statement shall be included in the bidder's sealed bid submittal.
- 11.7. Risk management:
- 11.7.1. C Because access to secure areas of the Franklin Police Station may be granted to the bidder awarded the purchase, employees of the bidder awarded the purchase who would be rendering garment pick-up and/or delivery services pursuant to this procurement solicitation may be required by the City to have passed a criminal background check conducted by the Franklin Police Department.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

11.7.2.

Insurance requirements:

11.7.2.1.

C

Before award of the procurement by the City, the bidder recommended to be awarded the purchase shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	• \$1,000,000 Each Occurrence • \$2,000,000 General Aggregate • \$1,000,000 Personal and Advertising Injury • \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached
Workers Compensation ²	• Statutory Limits • Waiver of Subrogation shall apply	Certificate Holder ¹ only
Employers Liability ²	• \$1,000,000 Bodily Injury Each Accident • \$1,000,000 Policy Limit Bodily Injury by Disease • \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder ¹ only
Bailees' Customers Property Floater	\$500,000 Property Floater Limit	Certificate Holder ¹ only

11.7.2.2.

C

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the bidder awarded the purchase shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

¹ Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

² Workers Compensation and Employers Liability coverages are not required for Tennessee employers with fewer than five (5) employees except that employers in the construction business or trades (construction service providers) are required to carry Workers Compensation coverage unless they are sole proprietors or partners with no employees.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

- 11.7.2.3. C In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the bidder awarded the purchase shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.
- 11.7.2.4. C The bidder awarded the purchase shall agree to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of Tennessee)

County of Maury) SS

Affiant, Chris Shrader, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner and Managing member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Best Cleaners of Columbia, LLC,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

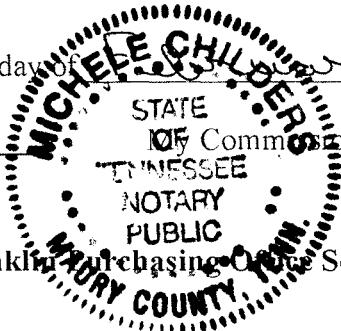
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

[Signature]
(signature of Affiant)

[Signature]
(title of Affiant)

Sworn and subscribed to before me this 12 day of January, 2019

[Signature]
(Notary Public)



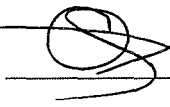
(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2019-005)

Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Maury) SS
Affiant, Chris Shrader, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner and Managing member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Best Cleaners of Columbia, LLC,
(legal name of entity submitting bid or proposal)

- the Bidder or Proposer who has submitted the attached bid or proposal;
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.


(signature of Affiant)

Owner & Managing member
(title of Affiant)

Sworn and subscribed to before me this 12 day of February, 2019
Michele Childers My Commission Expires: 01-21-2020
(Notary Public)

Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

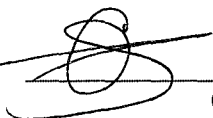
State of Tennessee)
County of Maury) SS

Affiant, Chris Shrader, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner and Managing Member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Best Cleaners of Columbia, LLC
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

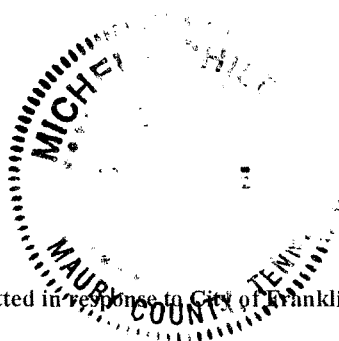

(signature of Affiant)

Owner & Managing Member
(title of Affiant)

Sworn and subscribed to before me this 12 day of February, 2019

Michelle Childers
(Notary Public)

My Commission Expires: 01-21-2020



CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0077)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment and Successors. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. Subcontracting. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
3. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
4. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
5. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2019_005

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615-550-0079

E-mail: purchasing@franklinton.gov

In the case of Vendor:

Best Cleaners of Col. llc

Attn: Chris Shrader

314 East James Campbell Blvd.

Columbia, Tn 38401

931-381-6333

Cshrader421@gmail.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

6. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
7. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
8. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply. No arbitration or mediation shall be binding.
9. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
10. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
11. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

12. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
13. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
14. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
15. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
16. Termination. Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

17. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
18. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
19. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
20. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0077)

Attachment No. 3

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
3/25/2019	Battle Page Insurance, Inc. 145 Southeast Parkway, Suite 190 Franklin, TN 37064	(not indicated)	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Commercial General Liability	7/1/2019
				Automobile Liability	7/1/2019
				Umbrella Liability	7/1/2019
				Workers Compensation and Employers' Liability	7/1/2019
				Bailees' Customers Property Floater	7/1/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Battle Page Insurance, Inc. 145 Southeast Parkway Suite 190 Franklin TN 37064-	CONTACT NAME:	Tammy Smith	
		PHONE (A/C, No., Ext):	(615)790-8008	FAX (A/C, No.): (615)591-0007
		E-MAIL ADDRESS:	tammy@bpi-tn.com	
INSURED	Best Cleaners of Columbia LLC Apparel Masters dba New Brand Cleaners 314 E James Campbell Blvd Columbia TN 38401-	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Berkley Southeast		21784
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		ADV4347685-42	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y		CNA4348603-42	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			CNA4348603-42	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCA4348598-42	07/01/2018	07/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	BAILEE PROPERTY FLOATER			CIM4348615-42	07/01/2018	07/01/2019	LIMIT 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Franklin is shown as Additional Insured in regards to General Liability and Auto Liability.

CERTIFICATE HOLDER **CANCELLATION** AI 009639

City of Franklin 109 3rd Ave South Franklin TN 37064-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Fax: () -

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Miscellaneous Additional Insureds	Included
B.	Expected Or Intended Injury Or Damage	Included
C.	Knowledge Of Occurrence	Included
D.	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	\$300,000
E.	Medical Payments	\$10,000
F.	Mobile Equipment Redefined	Included
G.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
H.	Who Is An Insured – Amendment	Included
I.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
J.	Supplementary Payments – Increased Limits 1. Bail Bonds 2. Loss Of Earnings	\$ 3,000 \$ 1,000
K.	Unintentional Omission Or Unintentional Error In Disclosure	Included
L.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
M.	Liberalization Clause	Included
N.	Incidental Medical Malpractice	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSURED

1. **Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(8)** below when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an

additional insured on your policy, provided that:

- a. The written contract or written agreement is:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Fully executed by you and the additional insured prior to the "bodily injury", "property damage" or "personal and advertising injury".

- b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.
- c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

(1) Managers Or Lessors Of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(2) Mortgagee, Assignee Or Receiver

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(3) Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land.
- (b) Structural alterations, new construction or demolition operations

performed by or on behalf of such additional insured.

(4) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(5) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

- (a) This insurance applies only with respect to:

- (i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1.1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(1.2) The construction, erection or removal of elevators; or

(1.3) The ownership, maintenance or use of any elevators covered by this insurance.

(ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

(b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

(6) Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

(a) Their financial control of you; or

(b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

(7) Co-Owner Of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

(8) Vendors

(a) Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

(i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;

(ii) Any express warranty unauthorized by you;

(iii) Any physical or chemical change in the product made intentionally by the vendor;

(iv) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1.1) The exceptions contained in Sub-paragraphs (iv) or (vi); or

(1.2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(b) This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:

a. Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:

(1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or

(2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

b. The insurance afforded to such additional insured only applies to the extent permitted by law.

c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.

3. With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous Additional Insureds**, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement; or

b. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

B. EXPECTED OR INTENDED INJURY OR DAMAGE

Exclusion **2.a. Expected Or Intended Injury of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. KNOWLEDGE OF OCCURRENCE

Paragraph **2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A manager, if you are a limited liability company; or

(4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

(i) How, when and where the "occurrence" or offense took place;

- (ii) The names and addresses of any injured persons and witnesses; and
- (iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

2. The paragraph immediately after Subparagraph j.(6) of Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

3. Paragraph 6. of **Section III – Limits Of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to

you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph b.(1)(a)(ii) of Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;

5. Subparagraph a. of Definition 9. "Insured contract" of **Section V – Definitions** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this Provision **D. Legal Liability – Damage To Premises Rented To You**:

"Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

E. MEDICAL PAYMENTS

If **Coverage C – Medical Payments** is not otherwise excluded from this policy or coverage part, the Medical Expense Limit is changed, subject to the terms of **Section III – Limits Of Insurance**, to the greater of:

- a. \$10,000; or
- b. The Medical Expense Limit shown in the Declarations.

F. MOBILE EQUIPMENT REDEFINED

Subparagraph f.(1) of Definition 12. "Mobile equipment" of **Section V – Definitions** is deleted and replaced by the following:

- (1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

G. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE

Paragraph 3. of **Section II – Who Is An Insured** is deleted and replaced by the following:

3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:

- a. Majority interest of more than 50% if you are a corporation;
- b. Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or
- c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

- (i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;
- (ii) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;
- (iii) **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;
- (iv) Coverage applies only when operations of the newly acquired organization,

partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;

- (v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and
- (vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

H. WHO IS AN INSURED – AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

- a. Current partnership or limited liability company, unless otherwise provided for under Paragraph 3. of **Section II – Who Is An Insured**;
- b. Current joint venture; or
- c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

I. NON-OWNED WATERCRAFT

Subparagraph (2) of **Exclusion 2.g. Aircraft, Auto Or Watercraft of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Section I – Supplementary Payments – Coverages A And B is changed as follows:

- 1. The limit shown in Paragraph 1.b. for the cost of bail bonds is changed from \$250 to \$3,000; and
- 2. The limit shown in Paragraph 1.d. for loss of earnings because of time off from work is changed from \$250 a day to \$1,000 a day.

K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph 6. **Representations of Section IV – Commercial General Liability Conditions:**

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions:**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

M. LIBERALIZATION CLAUSE

The following is added to **Section IV – Commercial General Liability Conditions:**

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

N. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph 2.a.(1)(d) of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph 4.b. of **Section IV – Commercial General Liability Conditions.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by endorsement.

SUMMARY OF COVERAGE EXTENSIONS

Provision No.	Name of Extension	Limit or Included
A.	Broadened Named Insured	Included
B.	Additional Insured by Contract or Agreement	Included
C.	Additional Insured- Employees	Included
D.	Extended Coverage- Bail Bonds	\$5,000
E.	Extended Coverage- Loss of Earnings (Per Day)	\$1,000
F.	Fellow Employee Coverage	Included
G.	Transportation Expense Due to Theft of a Covered Auto (Per Day/Maximum)	\$75/ \$2,500
H.	Extended Coverage - Air Bags	Included
I.	Physical Damage Coverage- Leased or Financed Autos	Included
J.	Glass Deductible	Included
K.	Extended Coverage- Electronic Equipment	Included
L.	Extended Coverage- Personal Effects	\$500
M.	Towing (Gross Vehicle Weight of 20,000 lbs. or less)	\$100
N.	Physical Damage Coverage - Hired "Autos"	\$65,000
	1. Loss of use (Per Day/Maximum)	\$500/ \$3,500
O.	Rental Reimbursement Coverage	\$2,500
P.	Drive Other Car Coverage	Included
Q.	Knowledge of Occurrence	Included
R.	Waiver of Subrogation By Contract or Agreement	Included
S.	Unintentional Omissions	Included
T.	Bodily Injury Re-defined	Included
U.	Employee Hired Auto	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided. If there is a conflict between this summary and the endorsement provisions that follow, the endorsement provisions shall prevail.

A. BROADENED NAMED INSURED

The Named Insured shown in the Declarations is amended to include:

Any organization, other than a joint venture, over which you maintain ownership or majority interest of more than 50%, unless that organization is an "insured" under any other automobile policy or would be an "insured" under such a policy but for the exhaustion of its Limit of Insurance, however;

1. Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

The following is added to **Section II – Covered Autos Liability Coverage**, Paragraph **A.1.**:

- d. Any person or organization for whom you are performing operations if you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

(1) Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage":

- a. Caused by an "accident", and
- b. Resulting from the ownership, maintenance or use of a covered "auto".

- (2) A person's or organization's status as an additional insured exists only while you are performing operations for that additional insured.

- (3) Section II, Paragraph C. Limits of Insurance for person or organization added as additional insured are those specified in the written contract or agreement, or in this coverage form, whichever is less. These limits of insurance are inclusive of and are not in addition to the Limits of Insurance shown in the Declarations.

- (4) This insurance applies on a primary and non-contributory basis if that is required by the written contract or agreement.

- (5) This insurance does not apply unless the written contract or agreement has been executed prior to the "bodily injury" or "property damage".

C. ADDITIONAL INSURED - EMPLOYEES

Section II- Covered Autos Liability Coverage, Paragraph **A.1.b.(2)** is deleted and replaced by the following:

- (2) Your employee or agent if the covered "auto" is owned by that employee or a member of his or her household, but this exclusion does not apply if the covered "auto" is being used in your business or your personal affairs.

D. EXTENDED COVERAGE - BAIL BONDS

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(2)** is deleted and replaced by the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

E. EXTENDED COVERAGE - LOSS OF EARNINGS

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(4)** is deleted and replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

F. FELLOW EMPLOYEE COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph **B.5.** does not apply.

G. COVERAGE EXTENSION AS A CONSEQUENCE OF THEFT OF AN "AUTO"

1. Transportation Expense

Section III – Physical Damage Coverage, Paragraph **A.4.a.** is deleted and replaced by the following:

- a. We will also pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" that has a Gross Vehicle Weight of 20,000 lbs. or less. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.

H. EXTENDED COVERAGE - AIRBAGS

Section III – Physical Damage Coverage, Paragraph **B.3.a.** does not apply to the unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

I. PHYSICAL DAMAGE COVERAGE - LEASED OR FINANCED "AUTOS"

The following is added to **Section III – Physical Damage Coverage,** Paragraph **C.:**

4. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:
 - a. The amount under the Physical Damage coverage section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss",
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;

- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance;
- (5) Carry-over balances from previous loans or leases.

J. GLASS DEDUCTIBLE

Section III – Physical Damage Coverage, Paragraph **D.** is deleted and replaced by the following:

D. DEDUCTIBLE

For each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

1. "Loss" caused by fire or lightning; or
2. "Loss" when you elect to patch or repair glass rather than replace.

K. EXTENDED COVERAGE - ELECTRONIC EQUIPMENT

The following is added to **Section III - Physical Damage Coverage,** Paragraph **A.4.:**

- c. Physical Damage coverage on a covered "auto" also applies to "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

We will pay with respects to a covered "auto" for "loss" to antennas and other accessories necessary for use of the electronic equipment. However, this does not include tapes, records or discs.

L. EXTENDED COVERAGE - PERSONAL EFFECTS

The following is added to **Section III – Physical Damage Coverage, Paragraph A.4.**:

- d. Physical Damage Coverage on a covered "auto" may be extended to "loss" to your personal property or, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss".

The most we will pay for any one "loss" under this coverage extension is \$500.

M. TOWING

Section III – Physical Damage Coverage, Paragraph A.2. is deleted and is replaced by the following:

If an "auto" with a Gross Vehicle Weight of 20,000 lbs. or less is provided both Comprehensive and Collision Coverage, we will pay up to \$100 for towing and labor costs incurred each time such covered "auto" is disabled.

However, the labor must be performed at the place of disablement.

N. PHYSICAL DAMAGE COVERAGE - HIRED "AUTOS"

You may extend the Comprehensive, Specified Causes of Loss and Collision coverages provided on your owned "autos" to any "auto" you lease, rent, hire or borrow from someone other than your employees or partners or members of their households. Any "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Coverage provided here is subject to the following:

1. This extension is only available for "autos" you lease, hire, rent or borrow for less than 30 consecutive days.
2. The most we will pay in any one "loss" is the least of \$65,000, the actual cash value of the "auto" or the cost to repair or replace the "auto", except that such amount will be reduced by a deductible to be determined as follows:

- a. The deductible shall be equal to the amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.
- b. No deductible will apply to "loss" caused by fire or lightning.

3. Coverage provided under this extension will:

- a. Be excess over any other collectible insurance you have;
- b. Pay, in addition to the limit set forth in **N.2.** above, up to \$500 per day, not to exceed \$3,500 per "loss" for:
 - (1) Any costs or fees associated with the "loss" to a hired "auto"; and
 - (2) Loss of use, provided it is the consequence of an "accident" for which you are legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

O. RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage. This coverage is only available to those covered "autos" involved in a "loss" and Physical Damage is provided to the covered "auto".
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - b. When the total amount paid under this coverage extension reaches \$2,500.

3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. Not more than \$75 per day.
4. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the "private passenger type", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

P. DRIVE OTHER CAR COVERAGE

1. Your Covered Autos Liability Coverage, Auto Medical Payments, Uninsured and Underinsured Motorists Coverage, and Physical Damage Coverage is extended to any private passenger type "auto" you hire, borrow or do not own while being used by or in the care, custody or control of the following persons:
 - a. You, if you are designated in the Declarations as an individual.
 - b. Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
 - c. Your members or managers, if you are designated in the Declarations as a limited liability company;
 - d. Your executive officers, if you are designated in the Declarations as an organization other than an individual, partnership, joint venture or limited liability company;
 - e. The spouse of any person named in P.1.a. through P.1.d. while a resident of the same household.
2. The following "autos" are not covered:

- a. Any "auto" owned by a person named in P.1.a. through P.1.d. or by any member of his or her household.
- b. Any "auto" used by a person named in P.1.a. through P.1.d. while working in the business of selling, servicing, repairing or parking "autos".
3. The most we will pay for the total of all damages under Covered Autos Liability Coverage, Auto Medical Payments, Uninsured and Underinsured Motorists Coverage is the LIMIT OF INSURANCE for each Coverage shown in the Declarations as applicable to owned "autos".
4. Our obligation to pay for, repair, return or replace damaged or stolen property under Physical Damage Coverage, will be reduced by a deductible equal to the amount of the largest deductible shown for any owned private passenger type "auto" applicable to that coverage. If there are no owned private passenger type "autos", the deductible shall be \$100 for Comprehensive Coverage and \$250 for Collision Coverage. No deductible will apply to "loss" caused by fire or lightning.

Q. KNOWLEDGE OF OCCURRENCE

The following is added to **Section IV - Business Auto Conditions**, Paragraph A.2.:

- d. Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.
- e. Notice of an "accident" or "loss" to your Workers Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers Compensation policy.
- f. Your rights under this policy shall not be prejudiced if you fail to give us notice of an "accident" or "loss", solely due to your reasonable and documented belief that the event is not covered by this policy.

The following is added to **Section IV- Business Auto Conditions, Paragraph A.2.b.:**

- (6) Knowledge of the receipt of documents concerning a claim or "suit" will be considered knowledge of yours only if receipt of such documents is known to you, if you are an individual, a partner, an executive officer, or an employee designated by you to forward such documents to us.

R. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to **Section IV-Business Auto Conditions, Paragraph A.5.:**

We waive any right of recovery we may have against any "insured" provided coverage under this endorsement under **B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT**, but only as respects "loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the written contract or agreement.

S. UNINTENTIONAL OMISSIONS

The following is added to **Section IV- Business Auto Conditions, Paragraph B.2.:**

We will not deny coverage under this policy if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional.

T. BODILY INJURY REDEFINED

Section V- Definitions, Paragraph C. is deleted and replaced by the following:

- C. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

U. EMPLOYEE HIRED AUTO

1. Changes In Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2019-0077)

Attachment No. 4

INDEMNIFICATION AGREEMENT

Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
) SS
County of Maury)

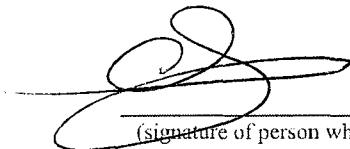
On behalf of Bidder/Proposer, Chris Shrader agrees that:
(printed name of person signing Agreement)

1. He or she is the Owner + Managing Member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

Best Cleaners of Columbia, LLC dba New Brand Cleaners
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

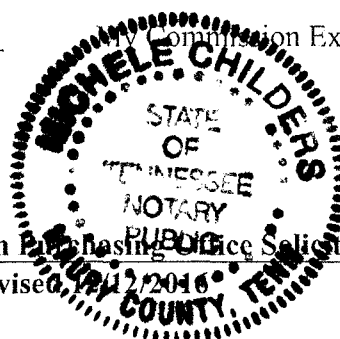

(signature of person whose printed name appears above)

Managing Member Owner
(title of person whose printed name appears above)

Sworn and subscribed to before me this 19 day of March, 2019

Michelle Childers
(Notary Public)

Commission Expires: 01-21-2020



(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2019_005)

Form revised 1/11/2016

Tabulation of Bids*

Purchasing Office Solicitation No.:	2019-005 (garment cleaning, pressing, minor repair and alteration services)					
Notice to Bidders published in the <i>Williamson Herald</i> on:	1/24/19					
Number of vendors that were notified of / that responded to this solicitation for bids:	8 / 3					
Date and time bids due and publicly opened:	2/12/19 2:00 PM					
Present at opening of bids:	Christian Shrader of Best Cleaners of Columbia, LLC; Jimmy Story of Jimmy's Cleaners; Will McCarville of the City of Franklin Police Department; and Leslie Pewitt, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office					
Target meeting of BOMA at which recommendation is scheduled to be considered:	4/9/19					
Bids received from:	Bid No.:	Does the bid include all required documents?	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Total value of specified services rendered based on estimated quantities:	Payment terms:	Bid and bid pricing is valid through:
Best Cleaners of Columbia, LLC DBA New Brand Cleaners 314 East James Campbell Blvd. Columbia, TN 38401 Chris Shrader, Owner, managing member 931/334-9977 Cshrader421@gmail.com	1 of 1	Yes	No / 1 Bidder takes exception to the one-day turn-around for heavily soiled garments. City notes City's specifications allow for exceptions to specified turn-around for "unusual and extenuating circumstances" and thus this is not an exception. However, City notes sample billing statement included in the bid does not meet City's specifications.	\$68,858.50	net 30 days	04/30/19
Jimmy's Cleaners 188 Front Street, Suite 100 Franklin, TN 37064 Jimmy Story, Owner 615-591-4003 cleansjimmy@gmail.com	1 of 1	Yes	No / 1 Bidder takes no exceptions. However, City notes sample billing statement included in the bid does not meet City's specifications.	\$134,852.20	net 30 days	04/30/19
Lapels Dry Cleaning Street: 202 5th Ave. North, Franklin, TN 37064 Mailing: 220 2nd Ave. South, Franklin, TN 37064 Chris Cooley, Owner/ President 615-948-2560 chris@lapelsnashville.com	1 of 1	Yes	No / 1 Bidder takes no exceptions. However, City notes sample billing statement included in the bid does not meet City's specifications.	\$97,742.62	net 30 days	05/01/19

¹MOES indicates "meet(s) or exceed(s) specifications"

*Shaded bid is apparent lowest best bid

City of Franklin, Tennessee
Tabulation of Bids

Specified Services	Estimated Quantity ¹	Best Cleaners of Columbia, LLC			Jimmy's Cleaners			Lapels Dry Cleaning		
		Unit Prices Per Garment	Unit Prices Per Garment	Extended Pricing	Unit Prices Per Garment	Unit Prices Per Garment	Extended Pricing	Unit Prices Per Garment	Unit Prices Per Garment	Extended Pricing
Cleaning and pressing services:		Men's	Women's		Men's	Women's		Men's	Women's	
uniform shirts	10,400	\$2.00	\$2.00	\$20,800.00	\$5.00	\$5.00	\$52,000.00	\$3.64	\$3.64	\$37,856.00
dress shirts	1,040	\$1.75	\$1.75	\$1,820.00	\$2.00	\$2.00	\$2,080.00	\$1.75	\$1.75	\$1,820.00
blouses	312	n/a	\$2.75	\$858.00	n/a	\$5.00	\$1,560.00	n/a	\$3.64	\$1,135.68
uniform pants	10,400	\$3.00	\$3.00	\$31,200.00	\$5.00	\$5.00	\$52,000.00	\$3.64	\$3.64	\$37,856.00
dress pants	1,040	\$3.00	\$3.00	\$3,120.00	\$5.00	\$5.00	\$5,200.00	\$3.64	\$3.64	\$3,785.60
skirts	24	n/a	\$3.00	\$72.00	n/a	\$5.00	\$120.00	n/a	\$3.64	\$87.36
dressess	24	n/a	\$5.25	\$126.00	n/a	\$9.80	\$235.20	n/a	\$7.00	\$168.00
uniform suit jackets	1,040	\$3.25	\$3.25	\$3,380.00	\$6.75	\$6.75	\$7,020.00	\$5.29	\$5.29	\$5,501.60
blazers	12	\$3.25	\$3.25	\$39.00	\$5.75	\$5.75	\$69.00	\$5.29	\$5.29	\$63.48
jackets	1,040	\$4.75	\$4.75	\$4,940.00	\$9.75	\$9.75	\$10,140.00	\$7.00	\$7.00	\$7,280.00
heavy coats	6	\$5.00	\$5.00	\$30.00	\$15.75	\$15.75	\$94.50	\$12.00	\$12.00	\$72.00
vest covers	6	\$1.75	\$1.75	\$10.50	\$5.00	\$5.00	\$30.00	\$5.00	\$5.00	\$30.00
neckties	12	\$1.00	\$1.00	\$12.00	\$4.25	\$4.25	\$51.00	\$3.50	\$3.50	\$42.00
coat linings	6	\$1.00	\$1.00	\$6.00	\$9.75	\$9.75	\$58.50	\$4.90	\$4.90	\$29.40
8-point dress hats	6	\$1.00	\$1.00	\$6.00	\$5.00	\$5.00	\$30.00	\$3.00	\$3.00	\$18.00
Minor repairs:		Unisex			Unisex			Unisex		
zippers for pants, skirts and dresses	6	\$10.50			\$17.00			\$5.00		
zippers for jackets and heavy coats	6	\$20.00			\$25.00			\$5.00		
pockets for shirts and blouses	6	\$4.00			\$12.00			\$5.00		
pockets for suit jackets and blazers	6	\$4.00			\$12.00			\$5.00		
pockets for pants, jackets and heavy coats	6	\$3.00			\$12.00			\$5.00		
buttons for shirts and blouses	6	\$0.50			\$3.50			\$5.00		
buttons for pants, skirts and dresses	6	\$0.50			\$5.00			\$0.00		
buttons for suit jackets and blazers	6	\$1.50			\$5.00			\$0.00		
Alterations:		Unisex			Unisex			Unisex		
Skirt – Machine Stitched Hem	10	\$10.00			\$12.00			\$10.00		
Skirt – Take In/Let Out Waist (if enough seam)	10	\$10.00			\$20.00			\$10.00		
Pants/Slacks – adjust inseam length	25	\$10.00			\$16.00			\$10.00		
Pants/Slacks w/cuffs – adjust inseam length	10	\$12.00			\$18.00			\$10.00		
Pants/Slacks – Take In/Let Out Waist	25	\$10.00			\$20.00			\$10.00		
Shirt/Blouse Sleeves, cuffed hem – shortened	10	\$15.00			\$22.00			\$8.00		
Shirt/Blouse – taper sides	10	\$15.00			\$22.00			\$12.00		
Suit Jacket Sleeves, lined, w/buttons – shorten or lengthen	5	\$25.00			\$25.00			\$19.50		
Suit Jacket Hem – Straight Hem w/lining	5	\$25.00			\$25.00			\$19.50		
Suit Jacket – Side seams in/out	5	\$25.00			\$25.00			\$19.50		
Rip repair – on seam line	10	\$4.00			\$10.00			\$0.00		
Rip repair – elsewhere on clothing	10	\$4.00			\$10.00			\$0.00		
Add patches (machine stitched, all sizes) to garments	150	\$4.00			\$8.00			\$3.50		
Grand totals:		\$68,858.50			\$134,852.20			\$97,742.62		
Ratio of men's garments to women's garments:	1	0.85	0.15		0.85	0.15		0.85	0.15	

¹ The Estimated Quantity for each item to be priced represents the approximate number of units of that item that the Police Department might purchase in a 12-month period assuming 85% of the garments are men's and 15% of the garments are women's, unless otherwise indicated. These numbers are only estimates and do not represent a guaranteed minimum or maximum.

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0077)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Best Cleaners of Columbia, LLC, d/b/a New Brand Cleaners ("VENDOR"), who mutually agree as follows:

1. CITY issued on January 24, 2019 Purchasing Office Solicitation No. 2019-005, a procurement solicitation for bids for garment cleaning, pressing, minor repair and alteration services ("SOLICITATION").
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated February 11, 2019 ("SUBMITTAL"), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. CITY declines to accept VENDOR's exception to CITY's specification no. 11.3. Thus, specification 11.3 remains in effect as written. CITY acknowledges that heavily soiled garments that require special attention in order to restore to presentable status, such as any that are stained and/or have dirt ground into the garment and/or are torn, qualify as "unusual and extenuating circumstances" and therefore are not subject to the specified definition of the term "timely."
4. VENDOR acknowledges the sample billing statement included in SUBMITTAL does not meet CITY's specification no. 11.6.2 and agrees to provide monthly billing statements that do meet CITY's specification no. 11.6.2 except, if not readily feasible, for unit pricing.
5. VENDOR included in SUBMITTAL CITY's Standard Procurement Terms and Conditions with VENDOR's contact information inserted ("CITY'S TERMS"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
6. VENDOR has now also submitted a/{number} Certificate(s) of Insurance ("CERTIFICATE(S) OF INSURANCE"), a copy/copies of which is/are attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.
7. If and when insurance coverage documented by CERTIFICATE(S) OF INSURANCE referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
8. In the event that insurance coverage documented by CERTIFICATE(S) OF INSURANCE referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.
9. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0077)

10. VENDOR has now also submitted CITY's Indemnification Agreement, executed for VENDOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
11. CITY awarded on April 9, 2019 to VENDOR the purchase of garment cleaning, pressing, minor repair and alteration services pursuant to SOLICITATION, SUBMITTAL and this AGREEMENT.
12. CITY expects VENDOR to render awarded services by the next business day, except in unusual and extenuating circumstances in which case VENDOR shall, as soon as possible, notify the proper contact at the Franklin Police Department. Failure by VENDOR to meet this expectation shall constitute grounds for CITY to cancel award and/or consider VENDOR to be in breach of contract.
13. The term of award shall commence upon execution of this AGREEMENT and shall expire one (1) year from the execution date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than four (4) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party (in the case of CITY, either CITY's City Administrator or CITY's Purchasing Manager, after consultation with the Chief of Police of CITY, is so authorized); (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award; and (e) at CITY's discretion, CITY and VENDOR may negotiate an additional extension beyond such expiration. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
14. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__.

For VENDOR:

For CITY:

(signature of VENDOR's authorized representative)

(signature of CITY's authorized representative)

TITLE: _____

TITLE: _____ City Administrator

Approved as to Form:

Attorney for City of Franklin

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0077)

Attachment No. 1

Excerpts from SUBMITTAL

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

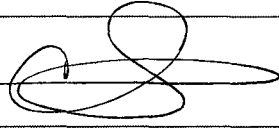
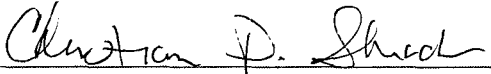
Purchasing Office Solicitation No.: 2019-005

Vendor's name, street address, and mailing address (if different):	Best Cleaners of Columbia, LLC DBA New Brand Cleaners 314 East James Campbell Blvd. Columbia, Tn 38401
Vendor's contact person's name (printed), title, telephone number and e-mail address:	Chris Shrader Owner, managing member 931-334-9977 Cshrader421@gmail.com
Does the bidder take any exceptions to the City's procurement solicitation?	☒ Yes, see enclosed. ☐ No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	☒ Yes, see enclosed. ☐ No, bidder takes no exceptions.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following payment terms: _____
Last date (no sooner than April 30, 2019) that bid and associated pricing is valid and may be accepted by the City:	<u>April 30, 2019</u>
Are the following components included with this Bid Submittal Form in the bid submittal? - Detailed vendor-supplied description of bid product(s) and/or service(s); - City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; - Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; - Vendor-supplied contact information for minimum of three (3) references per the Instructions for Bidders pertaining to this procurement solicitation; - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; - City of Franklin Affidavit of Title VI Compliance, executed in full; and - If bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.	☒ Yes, see enclosed. ☐ No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2019-005

Vendor's name:	
Method of payment – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by bank credit card, rather than by conventional check. Which electronic payment method would the bidder prefer?	☒ ACH or Electronic Funds Transfer. ☐ Bank credit card.
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	☒ Addendum No. 1. ☐ Addenda Nos. 1 through _____. ☐ No addenda.
Subscription and affirmation of bidder's authorized representative: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	 (signature)
Signature of bidder's authorized representative: I affirm that I am authorized by the bidder to sign this Bid Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 (signature)
Title of bidder's authorized representative:	Managing Member
Date of signatures:	02/11/2019

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2019-005

Quoted bid pricing for specified services:			
Specified Service	Estimated Quantity ¹	Vendor's quoted bid price:	
Cleaning and pressing, as appropriate (on a per-garment basis)		Men's	Women's
uniform shirts	10,400	\$ 2.00	\$ 2.00
dress shirts	1,040	\$ 1.75	\$ 1.75
blouses	312	n/a	\$ 2.75
uniform pants	10,400	\$ 3.00	\$ 3.00
dress pants	1,040	\$ 3.00	\$ 3.00
skirts	24	n/a	\$ 3.00
dresses	24	n/a	\$ 5.25
uniform suit jackets	1,040	\$ 3.25	\$ 3.25
blazers	12	\$ 3.25	\$ 3.25
jackets	1,040	\$ 4.75	\$ 4.75
heavy coats	6	\$ 5.00	\$ 5.00
vest covers	6	\$ 1.75	\$ 1.75
neckties	12	\$ 1.00	\$ 1.00
coat linings	6	\$ 1.00	\$ 1.00
8-point dress hats	6	\$ 1.00	\$ 1.00
Making minor repairs, as appropriate (on a per-repair basis)		Unisex	
zippers for pants, skirts and dresses	6	\$ 10.50	
zippers for jackets and heavy coats	6	\$ 20.00 if they can even be done	
pockets for shirts and blouses	6	\$ 4.00	
pockets for suit jackets and blazers	6	\$ 4.00	
pockets for pants, jackets & heavy coats	6	\$ 3.00	
buttons for shirts and blouses	6	\$.50	
buttons for pants, skirts and dresses	6	\$.50	
buttons for suit jackets and blazers	6	\$ 1.50	
Making alterations, as appropriate (on a per-alteration basis)		Unisex	
Skirt – Machine Stitched Hem	10	\$ 10.00	
Skirt – Take In/Let Out Waist (if enough seam)	10	\$ 10.00	
Pants/Slacks – adjust inseam length	25	\$ 10.00	
Pants/Slacks w/cuffs – adjust inseam length	10	\$ 12.00	
Pants/Slacks – Take In/Let Out Waist	25	\$ 10.00	
Shirt/Blouse Sleeves, cuffed hem – shortened	10	\$ 15.00	
Shirt/Blouse – taper sides	10	\$ 15.00	
Suit Jacket Sleeves, lined, w/buttons – shorten or lengthen	5	\$ 25.00	
Suit Jacket Hem – Straight Hem w/lining	5	\$ 25.00	
Suit Jacket – Side seams in/out	5	\$ 25.00	
Rip repair – on seam line	10	\$ 4.00	
Rip repair – elsewhere on clothing	10	\$ 4.00	
Add patches (machine stitched, all sizes) to garments	150	\$ 4.00ea	

¹ The quantity indicated for each service to be priced represents the approximate number of units of that service that the Police Department might require in a 12-month period. For garments that are priced by sex, for purposes of calculating the annual value of the bid, the City will assume 85% of the garments are men's and 15% of the garments are women's, unless otherwise indicated. These numbers are estimates only and do not represent a guaranteed minimum or maximum.

BEST CLEANERS

-STATEMENT-

314 East James Campbell Blvd.
Columbia, TN 38401
9313816333

Fire Dept City Of Columbia
1000 S.Garden St
Attn: Dana McDaniel
Columbia TN 38401

(Activity from 12/31/18 To 01/31/19.)
Terms: Net Due

Date	Description	Activity	Balance
	Balance Forward	67.34	67.34
01/28/19	Member: Fire Dept City Of Columbia ID#: 0 Check#: 117869	-67.34	0.00
	Member: Fire Dept City Of Columbia ID#: 0	67.34CR	
	Member: Cummins, Chris ID#: 02		
12/31/18	788897 City of Columbia	3.04	3.04
12/31/18	800789 City of Columbia	3.04	6.08
01/14/19	808820 City of Columbia	3.04	9.12
	Member: Cummins, Chris ID#: 02	9.12	
	Member: Scott, Tony ID#: 3122		
01/09/19	802451 City of Columbia	1.52	10.64
01/21/19	809196 City of Columbia	1.52	12.16
01/25/19	813404 City of Columbia	1.52	13.68
	Member: Scott, Tony ID#: 3122	4.56	
	Member: Dyer, Garry ID#: 3157		
12/31/18	803379 City of Columbia	1.52	15.20
01/07/19	805427 City of Columbia	3.04	18.24
01/12/19	807752 City of Columbia	3.04	21.28

Page 1

Continued...

Continued...

BL T CLEANERS

-STATEMENT-

314 East James Campbell Blvd.
Columbia, TN 38401
9313816333

Fire Dept City Of Columbia
1000 S.Garden St
Attn: Dana McDaniel
Columbia TN 38401

(Activity from 12/31/18 To 01/31/19.)
Terms: Net Due

Date	Description	Activity	Balance
01/18/19	810219 City of Columbia	3.04	24.32
01/24/19	812696 City of Columbia	3.04	27.36
01/30/19	814783 City of Columbia	3.32	30.68
	Member: Dyer, Garry ID#: 3157	17.00	
	Member: Beatty, josiah ID#: 3277		
01/02/19	804217 City of Columbia	4.56	35.24
01/21/19	805570 City of Columbia	1.52	36.76
	Member: Beatty, josiah ID#: 3277	6.08	
	Member: cobb, ty ID#: 98		
01/03/19	802850 City of Columbia	4.56	41.32
01/03/19	802415 City of Columbia	1.52	42.84
01/28/19	810547 Household	17.99	60.83
	Member: cobb, ty ID#: 98	24.07	

Current	31-60 Past Due	61-90 Past Due	91+ Past Due	Late Charge
60.83	0.00	0.00	0.00	0.00

Statement Date	Amount Due	Terms	Remit Amount
02/01/19	60.83	Net Due	

Store: 000 PUL
(931) 380-2728
Fire Dept City Of Columbia
1000 S.Garden St
Attn: Dana McDaniel
Columbia TN 38401

P Cleaners
314 E. James Campbell
Columbia, TN 38401
931-381-6333



CITY OF COLUMBIA, POLICE (931) CITY
707 North Main
Columbia, TN 38401
816114

(931) 560-1614

DUE: TUE 01/29/19 5:00pm

MEMBER: Gideon, Joey ID: 3162

1 (B2895605) Dress Uni. 2.75
TROUSER BLACK SOLID

1 (B2643205) DUTY UNIFORM 2.75
TROUSER NAVY SOLID

1 (B2909688) Duty L/S Shirt 1.52
NAVY SOLID

Sales Tax .64
TOTAL 7.66

You have earned 24 frequent fabricare pts to date
01/25/19 11:07 AM RPRT:MM 01/28/19 STH201 Rack: MM IP MM



TUES

816114 - 3

CITY OF COLUMBIA, P

Attachment No.2

City's Terms 11.3.

I would like to request a two-day turn around on the items picked up. Most officers have multiple sets of uniforms and this would allow for us to provide better service and quality. In the event you do not agree we are still able to provide the services requested.

References:

1. City of Columbia Police Department
707 North Main St.
Columbia, Tennessee 38401
Dry cleaning and repair of Police uniforms
Sherry Sheeter- Accounts payable
931-560-1614
Ssheeter@columbiatn.com
2. City of Columbia Fire Department
1000 South Garden St.
Columbia, Tennessee 38401
Dry cleaning and repair of uniforms and gear
931-380-2728
Ty Cobb-Chief
Cfradmin@columbiatn.com
3. Maury Regional Hospital
1224 Trotwood Ave.
Columbia, Tennessee 38401
Ted Bradshaw- Manager Sleep Centers
931-490-7378
Tbradshaw@mauryregional.com

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

1. Solicitation identified: These specifications apply to the following procurement:
garment cleaning, pressing, minor repair and alteration services
Purchasing Office Solicitation No.: 2019-005
2. Notice to Bidders publication date: **January 24, 2019**
3. Solicitation release date: **January 24, 2019**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 5, 2019, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **February 12, 2019, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **March 8, 2019**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **March 26, 2019**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to render the specified services. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
 - a. To avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered by the City to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

10. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The bidder awarded the purchase shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms. As a matter of practice, the City expects the bidder awarded the purchase to ship any and all deliverables FOB destination, freight prepaid and allowed. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms. As a matter of practice, the City pays for goods and/or services only after receipt and acceptance by the City of all such goods and/or services as ordered, and only after receipt of an accurate, proper, complete and itemized invoice for all such goods and/or services as ordered, net thirty (30) calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The bidder awarded the purchase may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The bidder awarded the purchase will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

- h. Other documents to be required of the bidder recommended to be awarded the purchase. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the bidder recommended to be awarded the purchase.
- i. Damages. The bidder awarded the purchase shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City at the bidder's own expense and at no additional charge to the City.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City's Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return-to-duty and follow-up alcohol and controlled substances testing of City employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

11. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products, items and/or services.
- Bidders are required to mark with a "C" the blank line next to any specification below to which their bid COMPLIES. (Specifications without a blank line are for context and need not be marked.)
- Bidders are required to mark with an "E" the blank line next to any specification below to which their bid takes EXCEPTION. (Specifications without a blank line are for context and need not be marked.)
- Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

11.1. C Term of award.

11.1.1. C The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of one (1) year, effective upon the effective date of any procurement agreement resulting from this procurement solicitation as such procurement agreement is executed in full by both parties.

11.1.2. C At any time after commencement but before or as soon as practicable after the expiration of this term of award, including any extensions to the term of award made pursuant to this provision, the City and the vendor may choose to exercise an option to extend the term of award up to four (4) times, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by one or more authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

- 11.2. Services to be rendered, in quantities indicated on the Bid Submittal Form pertaining to this procurement solicitation, shall include, but may not be limited to:
- 11.2.1. C cleaning and pressing (as appropriate) the following apparel: uniform shirts, dress shirts, blouses, uniform pants, dress pants, skirts, dresses, uniform suit jackets, blazers, jackets, heavy coats, vest covers, neckties, coat linings and 8-point dress hats;
- 11.2.2. C making minor repairs, such as to zippers, pockets and buttons, to the following apparel: uniform shirts, dress shirts, blouses, uniform pants, dress pants, skirts, dresses, uniform suit jackets, blazers, jackets and heavy coats;
- 11.2.3. C making alterations to the following apparel: uniform shirts, dress shirts, blouses, uniform pants, dress pants, skirts, dresses, uniform suit jackets and blazers; and
- 11.2.4. C picking up garments from and returning same to the Franklin Police Department headquarters, at a specific location mutually designated by authorized representatives of the Franklin Police Department and the vendor, daily except for weekends and holidays observed by the City, at times mutually designated by authorized representatives of the Franklin Police Department and the vendor, with vendor supplying reusable garment bags for each Franklin Police Department employee utilizing the vendor's delivery service, said bags to remain the property of the vendor;
- 11.3. E Services shall be rendered in a timely manner. For the purposes of this Solicitation, "timely" shall be defined to mean the next business day, except in unusual and extenuating circumstances in which case the vendor shall, as soon as possible, notify the proper contact at the Franklin Police Department.
- 11.4. C Services shall be rendered to a level of quality meeting or exceeding the performance expectations of retail customers typical for the garment cleaning services industry.
- 11.5. Communication:
- 11.5.1. C To promote clear communication between the Franklin Police Department and the vendor, vendor shall make available for use by Franklin Police Department a garment-servicing-special-instructions slip that may be attached to the garment. Slip shall be marked by the vendor and returned with the garment indicating how the special request was handled.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

- 11.5.2. C Vendor shall agree to have an authorized representative communicate with one or more authorized representatives of the Franklin Police Department once every three (3) months to discuss the timeliness and quality of services being rendered pursuant to this solicitation and to develop and implement courses of action to be taken to correct any deficiencies.
- 11.5.3. C For any alterations requested which shall exceed a total of \$50.00 per garment, vendor shall obtain prior authorization by the proper contact at the Franklin Police Department.
- 11.6. Billing:
- 11.6.1. C Payment terms as indicated in provision 11.d above shall apply to monthly statements rather than individual invoices.
- 11.6.2. C Monthly statements shall itemize each service rendered by individual and shall indicate invoice numbers, name of individuals for whom services were rendered, and date, quantity, unit pricing and extended pricing. A summary of all services rendered for all individuals, indicating quantity, unit pricing and extended pricing for each service rendered, shall also be included on the monthly statement.
- 11.6.3. C A sample invoice and a sample monthly statement shall be included in the bidder's sealed bid submittal.
- 11.7. Risk management:
- 11.7.1. C Because access to secure areas of the Franklin Police Station may be granted to the bidder awarded the purchase, employees of the bidder awarded the purchase who would be rendering garment pick-up and/or delivery services pursuant to this procurement solicitation may be required by the City to have passed a criminal background check conducted by the Franklin Police Department.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

11.7.2.

Insurance requirements:

11.7.2.1.

C

Before award of the procurement by the City, the bidder recommended to be awarded the purchase shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	• \$1,000,000 Each Occurrence • \$2,000,000 General Aggregate • \$1,000,000 Personal and Advertising Injury • \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached
Workers Compensation ²	• Statutory Limits • Waiver of Subrogation shall apply	Certificate Holder ¹ only
Employers Liability ²	• \$1,000,000 Bodily Injury Each Accident • \$1,000,000 Policy Limit Bodily Injury by Disease • \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder ¹ only
Bailees' Customers Property Floater	\$500,000 Property Floater Limit	Certificate Holder ¹ only

11.7.2.2.

C

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the bidder awarded the purchase shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

¹ Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

² Workers Compensation and Employers Liability coverages are not required for Tennessee employers with fewer than five (5) employees except that employers in the construction business or trades (construction service providers) are required to carry Workers Compensation coverage unless they are sole proprietors or partners with no employees.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

- 11.7.2.3. C In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the bidder awarded the purchase shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.
- 11.7.2.4. C The bidder awarded the purchase shall agree to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of Tennessee)

County of Maury) SS

Affiant, Chris Shrader, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner and Managing member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Best Cleaners of Columbia, LLC,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

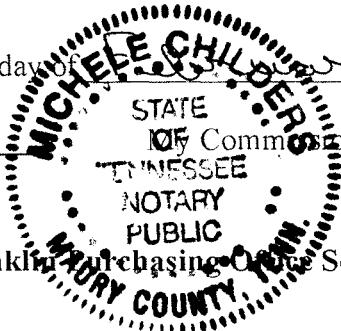
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

[Signature]
(signature of Affiant)

[Signature]
(title of Affiant)

Sworn and subscribed to before me this 12 day of January, 2019

[Signature]
(Notary Public)



(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2019-005)

Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Maury) SS
Affiant, Chris Shrader, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner and Managing member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Best Cleaners of Columbia, LLC,
(legal name of entity submitting bid or proposal)

- the Bidder or Proposer who has submitted the attached bid or proposal;
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.


(signature of Affiant)

Owner & Managing member
(title of Affiant)

Sworn and subscribed to before me this 12 day of February, 2019
Michele Childers My Commission Expires: 01-21-2020
(Notary Public)

Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

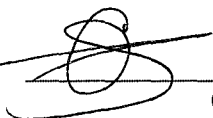
State of Tennessee)
County of Maury) SS

Affiant, Chris Shrader, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner and Managing Member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Best Cleaners of Columbia, LLC
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

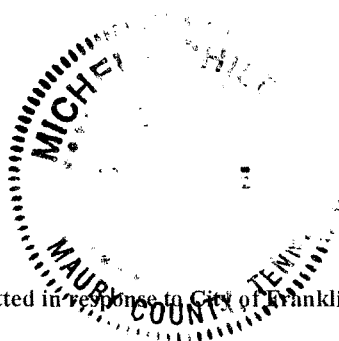

(signature of Affiant)

Owner & Managing Member
(title of Affiant)

Sworn and subscribed to before me this 12 day of February, 2019

Michelle Childers
(Notary Public)

My Commission Expires: 01-21-2020



CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0077)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment and Successors. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. Subcontracting. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
3. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
4. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
5. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2019_005

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615-550-0079

E-mail: purchasing@franklinton.gov

In the case of Vendor:

Best Cleaners of Col. llc

Attn: Chris Shrader

314 East James Campbell Blvd.

Columbia, Tn 38401

931-381-6333

Cshrader421@gmail.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

6. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
7. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
8. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply. No arbitration or mediation shall be binding.
9. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
10. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
11. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

12. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
13. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
14. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
15. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
16. Termination. Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

17. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
18. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
19. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
20. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0077)

Attachment No. 3

CERTIFICATE(S) OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
				Commercial General Liability	
				Automobile Liability	
				Workers Compensation and Employers' Liability	
				Bailees' Customers Property Floater	

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2019-0077)

Attachment No. 4

INDEMNIFICATION AGREEMENT

CITY OF FRANKLIN, TENNESSEE

PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0077)

THIS PROCUREMENT AGREEMENT ("AGREEMENT") is by and between the City of Franklin, Tennessee ("CITY"), and Best Cleaners of Columbia, LLC, d/b/a New Brand Cleaners ("VENDOR"), who mutually agree as follows:

1. CITY issued on January 24, 2019 Purchasing Office Solicitation No. 2019-005, a procurement solicitation for bids for garment cleaning, pressing, minor repair and alteration services ("SOLICITATION").
2. In response to CITY's SOLICITATION, VENDOR submitted a bid dated February 11, 2019 ("SUBMITTAL"), a copy of excerpts from which is attached hereto as Attachment No. 1 and hereby incorporated by reference as if fully set forth herein.
3. CITY declines to accept VENDOR's exception to CITY's specification no. 11.3. Thus, specification 11.3 remains in effect as written. CITY acknowledges that heavily soiled garments that require special attention in order to restore to presentable status, such as any that are stained and/or have dirt ground into the garment and/or are torn, qualify as "unusual and extenuating circumstances" and therefore are not subject to the specified definition of the term "timely."
4. VENDOR acknowledges the sample billing statement included in SUBMITTAL does not meet CITY's specification no. 11.6.2 and agrees to provide monthly billing statements that do meet CITY's specification no. 11.6.2 except, if not readily feasible, for unit pricing.
5. VENDOR included in SUBMITTAL CITY's Standard Procurement Terms and Conditions with VENDOR's contact information inserted ("CITY'S TERMS"), a copy of which is attached hereto as Attachment No. 2 and hereby incorporated by reference as if fully set forth herein.
6. VENDOR has now also submitted a Certificate of Insurance ("CERTIFICATE OF INSURANCE"), a copy of which is attached hereto as Attachment No. 3 and hereby incorporated by reference as if fully set forth herein, that meet or exceed CITY's Insurance Requirements as specified in SOLICITATION.
7. If and when insurance coverage documented by CERTIFICATE OF INSURANCE referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall immediately suspend work or supply and delivery unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds CITY's Insurance Requirements as specified in SOLICITATION.
8. In the event that insurance coverage documented by CERTIFICATE OF INSURANCE referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this AGREEMENT, then VENDOR shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and delivery and shall, within three (3) calendar days of such learning, notify CITY of any such material modification or cancelation.
9. VENDOR agrees to impose CITY's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by CITY in advance of that subcontractor commencing work for this procurement.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0077)

10. VENDOR has now also submitted CITY's Indemnification Agreement, executed for VENDOR ("INDEMNIFICATION AGREEMENT"), a copy of which is attached hereto as Attachment No. 4 and hereby incorporated by reference as if fully set forth herein.
11. CITY awarded on April 9, 2019 to VENDOR the purchase of garment cleaning, pressing, minor repair and alteration services pursuant to SOLICITATION, SUBMITTAL and this AGREEMENT.
12. CITY expects VENDOR to render awarded services by the next business day, except in unusual and extenuating circumstances in which case VENDOR shall, as soon as possible, notify the proper contact at the Franklin Police Department. Failure by VENDOR to meet this expectation shall constitute grounds for CITY to cancel award and/or consider VENDOR to be in breach of contract.
13. The term of award shall commence upon execution of this AGREEMENT and shall expire one (1) year from the execution date of this AGREEMENT. At any time after commencement but before or as soon as practicable after the expiration of this term of award, CITY and VENDOR may, by mutual consent, exercise not more than four (4) options to extend the term of award, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by authorized representatives of each party (in the case of CITY, either CITY's City Administrator or CITY's Purchasing Manager, after consultation with the Chief of Police of CITY, is so authorized); (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; (d) that if VENDOR chooses not to consent to an extension to the term of award, then it shall notify CITY of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award; and (e) at CITY's discretion, CITY and VENDOR may negotiate an additional extension beyond such expiration. Note that CITY and VENDOR each specifically retain the non-exclusive right, with or without cause, not to extend the term of award.
14. In the event of a conflict between the following documents, the order of precedence shall be as follows: (a) this AGREEMENT; (b) CITY's TERMS; (c) INDEMNIFICATION AGREEMENT; (d) SOLICITATION; and (e) SUBMITTAL.

EXECUTED THIS _____ DAY OF _____ 20__

For VENDOR:



(signature of VENDOR's authorized representative)

TITLE: Owner Manager

For CITY:

(signature of CITY's authorized representative)

TITLE: City Administrator

Approved as to Form:

Attorney for City of Franklin

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2019-0077)

Attachment No. 1

Excerpts from SUBMITTAL

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

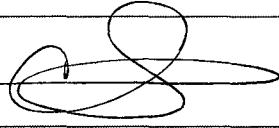
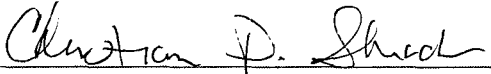
Purchasing Office Solicitation No.: 2019-005

Vendor's name, street address, and mailing address (if different):	Best Cleaners of Columbia, LLC DBA New Brand Cleaners 314 East James Campbell Blvd. Columbia, Tn 38401
Vendor's contact person's name (printed), title, telephone number and e-mail address:	Chris Shrader Owner, managing member 931-334-9977 Cshrader421@gmail.com
Does the bidder take any exceptions to the City's procurement solicitation?	☒ Yes, see enclosed. ☐ No, bidder takes no exceptions.
Are exceptions, if any, to the City's procurement solicitation listed separately, described, compared to the City's intention as expressed and implied by the City's solicitation documents and submitted?	☒ Yes, see enclosed. ☐ No, bidder takes no exceptions.
Are the City's preferred payment terms (net 30 days from date of delivery or date of invoice, whichever is later) acceptable to bidder?	☒ Yes. ☐ No, bidder requests the following payment terms: _____
Last date (no sooner than April 30, 2019) that bid and associated pricing is valid and may be accepted by the City:	<u>April 30, 2019</u>
Are the following components included with this Bid Submittal Form in the bid submittal? - Detailed vendor-supplied description of bid product(s) and/or service(s); - City of Franklin specifications for this procurement, marked by the bidder as to compliance therewith as per the instructions therein; - Detailed vendor-supplied identification, listing and description of any exceptions to the written specifications as per the instructions therefor; - Vendor-supplied contact information for minimum of three (3) references per the Instructions for Bidders pertaining to this procurement solicitation; - City of Franklin Standard Procurement Terms and Conditions, with the vendor's contact information inserted; - Vendor's proposed terms and conditions, if any, that are not inconsistent with the City's Standard Procurement Terms and Conditions; - City of Franklin Affidavit of Non-Collusion, executed in full; - City of Franklin Affidavit of Title VI Compliance, executed in full; and - If bidder employs five (5) or more employees, then City of Franklin Affidavit of Drug-Free Workplace, executed in full.	☒ Yes, see enclosed. ☐ No, bidder chooses <u>not</u> to include all of these components (WARNING: doing so may cause the City to deem the bid non-responsive).

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2019-005

Vendor's name:	
Method of payment – The City's default method of payment is by electronic means, either by direct deposit (i.e., "ACH" or "Electronic Funds Transfer"), or by bank credit card, rather than by conventional check. Which electronic payment method would the bidder prefer?	☒ ACH or Electronic Funds Transfer. ☐ Bank credit card.
Acknowledge any and all issued addenda to this solicitation: (Prior to submitting its bid, it is the responsibility of each potential bidder to determine whether any addenda to this procurement solicitation have in fact been issued by the City.)	☒ Addendum No. 1. ☐ Addenda Nos. 1 through _____. ☐ No addenda.
Subscription and affirmation of bidder's authorized representative: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to Tennessee Code Annotated § 12-12-106.	 (signature)
Signature of bidder's authorized representative: I affirm that I am authorized by the bidder to sign this Bid Submittal Form as well as any and all companion forms and documents included herewith. I have obtained and read, and do understand and consent, to all instructions, terms and conditions, including those imposed by reference, which apply to this procurement solicitation and compliance with which is required as a condition precedent to consideration of the bid submitted herewith.	 (signature)
Title of bidder's authorized representative:	Managing Member
Date of signatures:	02/11/2019

Bid Submittal Form

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the

City of Franklin, Tennessee

Purchasing Office Solicitation No.: 2019-005

Quoted bid pricing for specified services:			
Specified Service	Estimated Quantity ¹	Vendor's quoted bid price:	
Cleaning and pressing, as appropriate (on a per-garment basis)		Men's	Women's
uniform shirts	10,400	\$ 2.00	\$ 2.00
dress shirts	1,040	\$ 1.75	\$ 1.75
blouses	312	n/a	\$ 2.75
uniform pants	10,400	\$ 3.00	\$ 3.00
dress pants	1,040	\$ 3.00	\$ 3.00
skirts	24	n/a	\$ 3.00
dresses	24	n/a	\$ 5.25
uniform suit jackets	1,040	\$ 3.25	\$ 3.25
blazers	12	\$ 3.25	\$ 3.25
jackets	1,040	\$ 4.75	\$ 4.75
heavy coats	6	\$ 5.00	\$ 5.00
vest covers	6	\$ 1.75	\$ 1.75
neckties	12	\$ 1.00	\$ 1.00
coat linings	6	\$ 1.00	\$ 1.00
8-point dress hats	6	\$ 1.00	\$ 1.00
Making minor repairs, as appropriate (on a per-repair basis)		Unisex	
zippers for pants, skirts and dresses	6	\$ 10.50	
zippers for jackets and heavy coats	6	\$ 20.00 if they can even be done	
pockets for shirts and blouses	6	\$ 4.00	
pockets for suit jackets and blazers	6	\$ 4.00	
pockets for pants, jackets & heavy coats	6	\$ 3.00	
buttons for shirts and blouses	6	\$.50	
buttons for pants, skirts and dresses	6	\$.50	
buttons for suit jackets and blazers	6	\$ 1.50	
Making alterations, as appropriate (on a per-alteration basis)		Unisex	
Skirt – Machine Stitched Hem	10	\$ 10.00	
Skirt – Take In/Let Out Waist (if enough seam)	10	\$ 10.00	
Pants/Slacks – adjust inseam length	25	\$ 10.00	
Pants/Slacks w/cuffs – adjust inseam length	10	\$ 12.00	
Pants/Slacks – Take In/Let Out Waist	25	\$ 10.00	
Shirt/Blouse Sleeves, cuffed hem – shortened	10	\$ 15.00	
Shirt/Blouse – taper sides	10	\$ 15.00	
Suit Jacket Sleeves, lined, w/buttons – shorten or lengthen	5	\$ 25.00	
Suit Jacket Hem – Straight Hem w/lining	5	\$ 25.00	
Suit Jacket – Side seams in/out	5	\$ 25.00	
Rip repair – on seam line	10	\$ 4.00	
Rip repair – elsewhere on clothing	10	\$ 4.00	
Add patches (machine stitched, all sizes) to garments	150	\$ 4.00ea	

¹ The quantity indicated for each service to be priced represents the approximate number of units of that service that the Police Department might require in a 12-month period. For garments that are priced by sex, for purposes of calculating the annual value of the bid, the City will assume 85% of the garments are men's and 15% of the garments are women's, unless otherwise indicated. These numbers are estimates only and do not represent a guaranteed minimum or maximum.

BEST CLEANERS

-STATEMENT-

314 East James Campbell Blvd.
Columbia, TN 38401
9313816333

Fire Dept City Of Columbia
1000 S.Garden St
Attn: Dana McDaniel
Columbia TN 38401

(Activity from 12/31/18 To 01/31/19.)
Terms: Net Due

Date	Description	Activity	Balance
	Balance Forward	67.34	67.34
01/28/19	Member: Fire Dept City Of Columbia ID#: 0 Check#: 117869	-67.34	0.00
	Member: Fire Dept City Of Columbia ID#: 0	67.34CR	
12/31/18	Member: Cummins, Chris ID#: 02 788897 City of Columbia	3.04	3.04
12/31/18	800789 City of Columbia	3.04	6.08
01/14/19	808820 City of Columbia	3.04	9.12
	Member: Cummins, Chris ID#: 02	9.12	
01/09/19	Member: Scott, Tony ID#: 3122 802451 City of Columbia	1.52	10.64
01/21/19	809196 City of Columbia	1.52	12.16
01/25/19	813404 City of Columbia	1.52	13.68
	Member: Scott, Tony ID#: 3122	4.56	
12/31/18	Member: Dyer, Garry ID#: 3157 803379 City of Columbia	1.52	15.20
01/07/19	805427 City of Columbia	3.04	18.24
01/12/19	807752 City of Columbia	3.04	21.28

BL T CLEANERS

-STATEMENT-

314 East James Campbell Blvd.
Columbia, TN 38401
9313816333

Fire Dept City Of Columbia
1000 S.Garden St
Attn: Dana McDaniel
Columbia TN 38401

(Activity from 12/31/18 To 01/31/19.)
Terms: Net Due

Date	Description	Activity	Balance
01/18/19	810219 City of Columbia	3.04	24.32
01/24/19	812696 City of Columbia	3.04	27.36
01/30/19	814783 City of Columbia	3.32	30.68
	Member: Dyer, Garry ID#: 3157	17.00	
	Member: Beatty, josiah ID#: 3277		
01/02/19	804217 City of Columbia	4.56	35.24
01/21/19	805570 City of Columbia	1.52	36.76
	Member: Beatty, josiah ID#: 3277	6.08	
	Member: cobb, ty ID#: 98		
01/03/19	802850 City of Columbia	4.56	41.32
01/03/19	802415 City of Columbia	1.52	42.84
01/28/19	810547 Household	17.99	60.83
	Member: cobb, ty ID#: 98	24.07	

Current	31-60 Past Due	61-90 Past Due	91+ Past Due	Late Charge
60.83	0.00	0.00	0.00	0.00

Statement Date	Amount Due	Terms	Remit Amount
02/01/19	60.83	Net Due	

Store: 000 PUL
(931) 380-2728
Fire Dept City Of Columbia
1000 S.Garden St
Attn: Dana McDaniel
Columbia TN 38401

P Cleaners
314 E. James Campbell
Columbia, TN 38401
931-381-6333



CITY OF COLUMBIA, POLICE (931) CITY
707 North Main
Columbia, TN 38401
816114

(931) 560-1614

DUE: TUE 01/29/19 5:00pm

MEMBER: Gideon, Joey ID: 3162

1 (B2895605) Dress Uni. 2.75
TROUSER BLACK SOLID

1 (B2643205) DUTY UNIFORM 2.75
TROUSER NAVY SOLID

1 (B2909688) Duty L/S Shirt 1.52
NAVY SOLID

Sales Tax .64
TOTAL 7.66

You have earned 24 frequent fabricare pts to date
01/25/19 11:07 AM RPRT:MM 01/28/19 STH201 Rack: MM IP MM



TUES

816114 - 3

CITY OF COLUMBIA, P

Attachment No.2

City's Terms 11.3.

I would like to request a two-day turn around on the items picked up. Most officers have multiple sets of uniforms and this would allow for us to provide better service and quality. In the event you do not agree we are still able to provide the services requested.

References:

1. City of Columbia Police Department
707 North Main St.
Columbia, Tennessee 38401
Dry cleaning and repair of Police uniforms
Sherry Sheeter- Accounts payable
931-560-1614
Ssheeter@columbiatn.com
2. City of Columbia Fire Department
1000 South Garden St.
Columbia, Tennessee 38401
Dry cleaning and repair of uniforms and gear
931-380-2728
Ty Cobb-Chief
Cfradmin@columbiatn.com
3. Maury Regional Hospital
1224 Trotwood Ave.
Columbia, Tennessee 38401
Ted Bradshaw- Manager Sleep Centers
931-490-7378
Tbradshaw@mauryregional.com

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

1. Solicitation identified: These specifications apply to the following procurement:
garment cleaning, pressing, minor repair and alteration services
Purchasing Office Solicitation No.: 2019-005
2. Notice to Bidders publication date: **January 24, 2019**
3. Solicitation release date: **January 24, 2019**
4. Deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of this procurement solicitation: **February 5, 2019, 2:00 p.m. Central Time**
5. Bids submittal deadline and scheduled opening: **February 12, 2019, 2:00 p.m. Central Time**
6. Tentative date of release of City's tabulation of bids received and notice of intent to award: **March 8, 2019**
7. Tentative date of award: Meeting of Board of Mayor and Aldermen at which is tentatively scheduled to be awarded the selection of the lowest and best responsive and responsible bid: **March 26, 2019**
8. Objective: To secure, by means of a competitive procurement process, the selection of the lowest and best responsive and responsible bid from a vendor to furnish all labor, materials and means necessary to render the specified services. See the accompanying Instructions for Bidders for additional information and instructions.
9. Exceptions:
 - a. To avoid the need to take an exception to a specification, potential bidders may request revisions to the specifications before the deadline for optional submittal in writing of questions seeking to revise or clarify any aspect of the specifications. See the accompanying Instructions for Bidders for contact information.
 - b. Any deviation or variance from the City's specifications shall be considered by the City to be an exception.
 - c. Any exceptions to the City's specifications shall be identified by the bidder on the City's specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City's expectations as

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations. Any and all exceptions to this procurement solicitation which the City, in its sole discretion, deems not to meet or exceed the City's intention as expressed and implied by the procurement solicitation may be considered by the City as a factor in evaluating the bid.

10. General terms and conditions:

- a. Bid price. The bid price shall include the cost of all equipment, labor, insurance coverages, materials and delivery and/or freight charges, and any required trade and/or contractor license fees, business license fees and construction and/or building permit(s), necessary to render the specified service(s).
- b. Licenses and permits. The bidder awarded the purchase shall obtain all required licenses and permits, in accordance with applicable state and local codes, necessary to render the specified service(s), and shall pay any fees therefor, including but not limited to: trade and/or contractor licenses; state, county and/or city business licenses; and construction and/or building permits.
- c. Delivery terms. As a matter of practice, the City expects the bidder awarded the purchase to ship any and all deliverables FOB destination, freight prepaid and allowed. The City's preferred delivery terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred delivery terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred delivery terms. Delivery terms may be a factor in the City's selection criteria. Delivery terms are non-negotiable after award is made.
- d. Payment terms. As a matter of practice, the City pays for goods and/or services only after receipt and acceptance by the City of all such goods and/or services as ordered, and only after receipt of an accurate, proper, complete and itemized invoice for all such goods and/or services as ordered, net thirty (30) calendar days from date of delivery and/or completion/installation/rendering or date of invoice, whichever is later. The City's preferred payment terms, as described in the preceding sentence, are offered to the bidder or proposer as a condition of award. If the City's preferred payment terms are unacceptable to the bidder or proposer, then the bidder or proposer shall indicate on the Submittal Form its preferred payment terms. Payment terms may be a factor in the City's selection criteria. Payment terms are non-negotiable after award is made.
- e. Applicable laws and regulations. All applicable federal and state laws, city ordinances, orders, rules and regulations of all authorities having jurisdiction over the specified service(s) shall apply to the quoted purchase price, and they will be deemed to be included in these specifications the same as though they are written out in full herein.
- f. Use of subcontractors. The bidder awarded the purchase may subcontract any portion of the award but only with the prior consent of the City. Requirements for references and insurance shall apply to any subcontractor.
- g. Safe work area. The bidder awarded the purchase will be expected to utilize best practices to minimize the risk of personal injury to the public, City personnel and employees of the bidder and/or the bidder's subcontractors, if any.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

- h. Other documents to be required of the bidder recommended to be awarded the purchase. See the accompanying "Instructions for Bidders" for a listing of other documents to be required of the bidder recommended to be awarded the purchase.
- i. Damages. The bidder awarded the purchase shall be responsible for any damages it causes in the course of performing the specified service(s), including to existing utilities, underground irrigation, concrete, asphalt, buildings, or grounds, and shall repair or replace any damaged property to the satisfaction of the City at the bidder's own expense and at no additional charge to the City.
- j. Standard Procurement Terms and Conditions. By submitting its bid, the vendor certifies that it has read and accepts all terms, conditions and requirements of this solicitation, including the terms and conditions identified and listed in the City's Standard Procurement Terms and Conditions attached hereto and hereby incorporated by reference.
- k. Refusal to honor submittal. If and after an award is made by the City, if the vendor refuses to execute an agreement or contract or in any other way honor the terms and conditions of its submittal, the City shall be entitled to seek compensation for its damages, which may include the cost of conducting a new solicitation.
- l. Confidential and/or proprietary information; trade secrets. All contents of all submittals are subject to public disclosure and shall not contain any confidential and/or proprietary information and/or trade secrets. Further, by submitting its bid, the vendor indemnifies and holds the City of Franklin harmless against any loss or damage, including reasonable attorney fees, it may incur as a result of the City's reliance upon the vendor's representation that materials supplied by the vendor do not contain trade secrets or proprietary information which is not subject to public disclosure.
- m. Drug-free workplace. The City is requiring bidders for this procurement solicitation who employ five (5) or more employees to include, as a required component of a complete bid submittal, the City's Affidavit of Drug-Free Workplace, executed in full, and to attest that the bidder operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City. The City operates, at the time of issuance of this procurement solicitation, a drug-free workplace program that is certified under T.C.A. § 50-9-101 et seq. The City's drug-free workplace program may be described as follows:

The City of Franklin is covered under the Drug and Alcohol Testing for the Omnibus Transportation Employee Testing Act of 1991 with regard to the drug and alcohol testing of certain employee groups. In accordance with the Omnibus Transportation Employee Testing Act of 1991 (the Act) through the Federal Highway Administration (FHWA), the City of Franklin will conduct pre-employment, reasonable suspicion, random, post-accident, return-to-duty and follow-up alcohol and controlled substances testing of City employees who perform safety-sensitive functions (i.e., operating a commercial motor vehicle with a GVW of 26,001 which requires a commercial driver's license or requires a CDL as part of the job description). For other safety-sensitive positions that do not require a commercial driver's license, the City of Franklin follows the TN Drug Free Workplace guidelines. This includes all full-time, part-time, occasional and leased staff, and independent contractors.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

11. Detailed specifications: Please note:

- Bidders are required to submit with their bid a detailed description of all bid products, items and/or services.
- Bidders are required to mark with a “C” the blank line next to any specification below to which their bid COMPLIES. (Specifications without a blank line are for context and need not be marked.)
- Bidders are required to mark with an “E” the blank line next to any specification below to which their bid takes EXCEPTION. (Specifications without a blank line are for context and need not be marked.)
- Any exceptions to the City’s specifications shall be identified by the bidder on the City’s specifications document as well as listed and described in detail, along with any other exceptions to this procurement solicitation, in a separate written document to be prepared and submitted by the bidder, referencing any subsection number. Such listing shall include a description of exactly how such exceptions deviate from the City’s expectations as expressed and implied by the procurement solicitation, and shall indicate why such exceptions should be judged by the City to meet or exceed those expectations.
- Bidders are required to submit with their bid these Specifications for this procurement, marked by the bidder as to compliance herewith as per the instructions above.

11.1. C Term of award.

11.1.1. C The services to be rendered pursuant to this procurement solicitation are to be offered as a requirements contract for a term of award of one (1) year, effective upon the effective date of any procurement agreement resulting from this procurement solicitation as such procurement agreement is executed in full by both parties.

11.1.2. C At any time after commencement but before or as soon as practicable after the expiration of this term of award, including any extensions to the term of award made pursuant to this provision, the City and the vendor may choose to exercise an option to extend the term of award up to four (4) times, each time for up to one (1) additional year, for a maximum possible term of award of five (5) years total, provided: (a) that both parties consent to such an extension at that time; (b) that the decision to exercise such an extension is memorialized in writing and is executed by one or more authorized representatives of each party; (c) that the same terms and conditions that apply to the original term of award shall also apply to such an extension, including pricing; and (d) that if the vendor chooses not to consent to an extension to the term of award, then it shall notify the City of that decision a minimum of six (6) months in advance of the scheduled expiration of the term of award. Note that the City and the vendor each specifically retain the right, with or without cause, not to extend the term of award.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

- 11.2. Services to be rendered, in quantities indicated on the Bid Submittal Form pertaining to this procurement solicitation, shall include, but may not be limited to:
- 11.2.1. C cleaning and pressing (as appropriate) the following apparel: uniform shirts, dress shirts, blouses, uniform pants, dress pants, skirts, dresses, uniform suit jackets, blazers, jackets, heavy coats, vest covers, neckties, coat linings and 8-point dress hats;
- 11.2.2. C making minor repairs, such as to zippers, pockets and buttons, to the following apparel: uniform shirts, dress shirts, blouses, uniform pants, dress pants, skirts, dresses, uniform suit jackets, blazers, jackets and heavy coats;
- 11.2.3. C making alterations to the following apparel: uniform shirts, dress shirts, blouses, uniform pants, dress pants, skirts, dresses, uniform suit jackets and blazers; and
- 11.2.4. C picking up garments from and returning same to the Franklin Police Department headquarters, at a specific location mutually designated by authorized representatives of the Franklin Police Department and the vendor, daily except for weekends and holidays observed by the City, at times mutually designated by authorized representatives of the Franklin Police Department and the vendor, with vendor supplying reusable garment bags for each Franklin Police Department employee utilizing the vendor's delivery service, said bags to remain the property of the vendor;
- 11.3. E Services shall be rendered in a timely manner. For the purposes of this Solicitation, "timely" shall be defined to mean the next business day, except in unusual and extenuating circumstances in which case the vendor shall, as soon as possible, notify the proper contact at the Franklin Police Department.
- 11.4. C Services shall be rendered to a level of quality meeting or exceeding the performance expectations of retail customers typical for the garment cleaning services industry.
- 11.5. Communication:
- 11.5.1. C To promote clear communication between the Franklin Police Department and the vendor, vendor shall make available for use by Franklin Police Department a garment-servicing-special-instructions slip that may be attached to the garment. Slip shall be marked by the vendor and returned with the garment indicating how the special request was handled.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

- 11.5.2. C Vendor shall agree to have an authorized representative communicate with one or more authorized representatives of the Franklin Police Department once every three (3) months to discuss the timeliness and quality of services being rendered pursuant to this solicitation and to develop and implement courses of action to be taken to correct any deficiencies.
- 11.5.3. C For any alterations requested which shall exceed a total of \$50.00 per garment, vendor shall obtain prior authorization by the proper contact at the Franklin Police Department.
- 11.6. Billing:
- 11.6.1. C Payment terms as indicated in provision 11.d above shall apply to monthly statements rather than individual invoices.
- 11.6.2. C Monthly statements shall itemize each service rendered by individual and shall indicate invoice numbers, name of individuals for whom services were rendered, and date, quantity, unit pricing and extended pricing. A summary of all services rendered for all individuals, indicating quantity, unit pricing and extended pricing for each service rendered, shall also be included on the monthly statement.
- 11.6.3. C A sample invoice and a sample monthly statement shall be included in the bidder's sealed bid submittal.
- 11.7. Risk management:
- 11.7.1. C Because access to secure areas of the Franklin Police Station may be granted to the bidder awarded the purchase, employees of the bidder awarded the purchase who would be rendering garment pick-up and/or delivery services pursuant to this procurement solicitation may be required by the City to have passed a criminal background check conducted by the Franklin Police Department.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

11.7.2.

Insurance requirements:

11.7.2.1.

C

Before award of the procurement by the City, the bidder recommended to be awarded the purchase shall provide one or more unexpired certificates of insurance providing evidence of the following minimum types and limits of insurance coverage:

Type of Coverage	Limits of Coverage	Certificate of Insurance
Commercial General Liability	• \$1,000,000 Each Occurrence • \$2,000,000 General Aggregate • \$1,000,000 Personal and Advertising Injury • \$2,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached for both Premises/Operations and Products/Completed Operations
Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate of Insurance shall indicate Certificate Holder ¹ as Additional Insured with Additional Insured endorsement attached
Workers Compensation ²	• Statutory Limits • Waiver of Subrogation shall apply	Certificate Holder ¹ only
Employers Liability ²	• \$1,000,000 Bodily Injury Each Accident • \$1,000,000 Policy Limit Bodily Injury by Disease • \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder ¹ only
Bailees' Customers Property Floater	\$500,000 Property Floater Limit	Certificate Holder ¹ only

11.7.2.2.

C

If and when insurance coverage documented by the certificate(s) of insurance referenced above expires before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the bidder awarded the purchase shall immediately suspend work or supply unless and until it provides one or more unexpired replacement certificates of insurance that indicates the new date(s) of insurance coverage expiration and that meets or exceeds the insurance requirements as specified above.

¹ Certificate Holder shall be listed as follows:

City of Franklin
109 3rd Ave. South
Franklin, TN 37064

² Workers Compensation and Employers Liability coverages are not required for Tennessee employers with fewer than five (5) employees except that employers in the construction business or trades (construction service providers) are required to carry Workers Compensation coverage unless they are sole proprietors or partners with no employees.

City of Franklin, Tennessee Specifications

Purchasing Office Solicitation No.: 2019-005

- 11.7.2.3. C In the event that insurance coverage documented by the certificate(s) of insurance referenced above is materially modified or canceled before the expiration of any specified term of award, including any extensions thereto, or the supply, delivery and acceptance of the ordered products and/or services, pursuant to this procurement solicitation, then the bidder awarded the purchase shall, immediately upon learning of any such material modification or cancelation, suspend work or supply and shall, within three (3) calendar days of such learning, notify the City of any such material modification or cancelation.
- 11.7.2.4. C The bidder awarded the purchase shall agree to impose the City's insurance requirements upon any subcontractors it utilizes for this procurement. Use of any particular subcontractor for this procurement shall have been approved by the City in advance of that subcontractor commencing work for this procurement.

Affidavit of Non-Collusion

a form required of Bidders and Proposers on purchases of supplies, materials, equipment and services for the
City of Franklin, Tennessee

State of Tennessee)

County of Maury) SS

Affiant, Chris Shrader, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner and Managing member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Best Cleaners of Columbia, LLC,
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

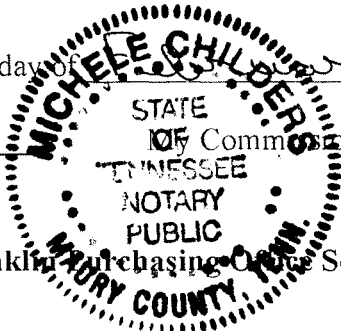
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. Such bid or proposal is genuine and is not a collusive or sham bid or proposal;
4. Neither the said Bidder or Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this Affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any official or agent of the City of Franklin or with any other firm, person, or potential or actual bidder or proposer to submit a collusive or sham bid or proposal in connection with the contract for which the attached bid or proposal has been submitted, or to refrain from bidding or proposing indirectly, or sought by agreement, or collusion, or communication, or conference with any other firm, person, or potential or actual bidder or proposer to fix the price or prices or cost element of the bid, quoted or proposed price or the bid, quoted or proposed price of any other potential or actual bidder or proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of Franklin or any person interested in the proposed contract;
5. The price or prices quoted in the attached bid or proposal are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this Affiant; and
6. He or she understands that Article VIII, Section 16, of the City Charter of Franklin, and T.C.A. §6-54-107, prohibit any member of the Board of Mayor and Aldermen, or officer elected by said Board, from being interested in any contract, or work of any kind whatever, under its control and direction, and any contract in which any such person shall have an interest shall be void and unenforceable, subjecting any funds received by contractor to be returned in full to the City, in addition to any other penalties provided by law.

[Signature]
(signature of Affiant)

[Signature]
(title of Affiant)

Sworn and subscribed to before me this 12 day of January, 2019

[Signature]
(Notary Public)



(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2019-005)

Affidavit of Title VI Compliance
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
County of Maury) SS
Affiant, Chris Shrader, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner and Managing member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Best Cleaners of Columbia, LLC,
(legal name of entity submitting bid or proposal)

- the Bidder or Proposer who has submitted the attached bid or proposal;
2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. No person on the grounds of handicap or disability, age, race, color, religion, sex, national origin or any other class protected by federal and/or Tennessee constitutional, statutory and/or case law shall be excluded from participation in, or denied benefits of, or be otherwise subjected to discrimination in, the performance of the contract that results from the procurement solicitation to which this affidavit is a component, or in the employment practices of the successful Bidder or Proposer during the performance of the contract that results from said procurement solicitation;
4. The successful Bidder or Proposer shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to employees and job applicants, notices of such non-discrimination;
5. If, with the prior consent of the City, the successful Bidder or Proposer subcontracts any portion of the contract that results from the procurement solicitation to which this affidavit is a component, then the successful Bidder or Proposer shall contractually obligate all of its subcontractors for said contract to comply with the same non-discrimination provisions as those required of the successful Bidder or Proposer; and
6. This Affidavit is made on personal knowledge.


(signature of Affiant)

Owner & Managing member
(title of Affiant)

Sworn and subscribed to before me this 12 day of February, 2019
Michele Childers My Commission Expires: 01-21-2020
(Notary Public)

Affidavit of Drug-Free Workplace
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

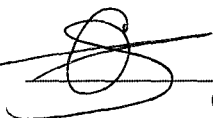
State of Tennessee)
County of Maury) SS

Affiant, Chris Shrader, deposes and makes oath that:
(printed name of person signing Affidavit)

1. He or she is the Owner and Managing Member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)
Best Cleaners of Columbia, LLC
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer entity employs no less than five (5) employees;
4. The Bidder or Proposer has in effect, at the time of submission of its bid or proposal to perform the services described in the attached bid or proposal, a drug-free workplace program that complies with T.C.A. § 50-9-101 et seq.;
5. The Bidder or Proposer operates a drug-free workplace program or other drug or alcohol testing program with requirements at least as stringent as that of the program operated by the City as described in the City's procurement solicitation; and
6. This Affidavit is made on personal knowledge.

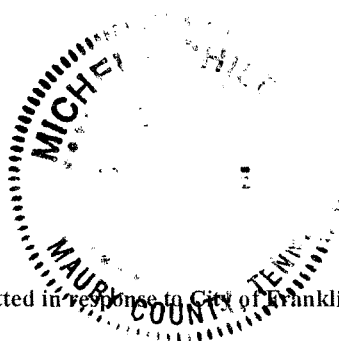

(signature of Affiant)

Owner & Managing Member
(title of Affiant)

Sworn and subscribed to before me this 12 day of February, 2019

Michelle Childers
(Notary Public)

My Commission Expires: 01-21-2020



CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0077)

Attachment No. 2

CITY'S TERMS

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

1. Assignment and Successors. Neither party may assign any rights or obligations under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, without the prior written consent of the other party. These Standard Procurement Terms and Conditions, and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
2. Subcontracting. Vendor may subcontract any portion of the work only with the prior consent of the City, but such subcontracting will not relieve Vendor of its duties under these Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
3. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the vendor's performance of all provisions of the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.
4. Taxes. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. Upon request, the City shall supply Vendor with a copy of its Sales and Use Tax Exemption Certificate. Vendor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred.
5. Notices. Any notice provided pursuant to these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) City business days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document to which these Standard Procurement Terms and Conditions apply, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin

Attn: Purchasing Manager

Re: City of Franklin Purchasing Office Solicitation No. 2019_005

109 Third Ave. South

P.O. Box 305

Franklin, TN 37065-0305

FAX: 615-550-0079

E-mail: purchasing@franklinton.gov

In the case of Vendor:

Best Cleaners of Col. llc

Attn: Chris Shrader

314 East James Campbell Blvd.

Columbia, Tn 38401

931-381-6333

Cshrader421@gmail.com

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

6. Confidentiality and Proprietary rights. Vendor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Vendor if a request for documents has been made and shall give Vendor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Vendor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Vendor's representation that materials supplied by Vendor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Vendor and Vendor assumes control over that claim.
7. Derivative Works. To the extent that the Agreement contains Vendor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
8. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply. No arbitration or mediation shall be binding.
9. Waiver. Neither party's failure or delay to exercise any of its rights or powers under these Standard Procurement Terms and Conditions, or any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
10. Warranties/Limitation of Liability/Waiver. City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Vendor to limit its liability shall be void and unenforceable.
11. Severability. If any term or provision of these Standard Procurement Terms and Conditions is held to be illegal or unenforceable, the validity or enforceability of the remainder of these Standard Procurement Terms and Conditions will not be affected.

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

12. Precedence. In the event of conflict between the provisions of these Standard Procurement Terms and Conditions and that of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the provisions of these Standard Procurement Terms and Conditions will to the extent of such conflict take precedence unless such document expressly states that it is amending these Standard Procurement Terms and Conditions.
13. Indemnification. Vendor agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin.
14. Additions/Modifications. If seeking any addition or modification to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.
15. Applicable Law; Choice of Forum/Venue. These Standard Procurement Terms and Conditions and any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply are made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to any state's choice-of-law rules. The choice of forum and venue shall be exclusively in the Courts of Williamson County, TN.
16. Termination. Unless the City has indicated otherwise in the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, either party may terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, with or without cause, upon thirty (30) calendar days' notice to the other. Upon termination by the vendor, the City shall be entitled to retain ownership of any and all goods and equipment purchased. Upon termination by the City, the vendor shall be entitled to receive any amounts due as a result of goods and equipment already delivered and/or services already

Standard Procurement Terms and Conditions

City of Franklin, Tennessee

rendered; however, the City shall maintain ownership and control of any goods and equipment purchased. Upon termination of services, whether connected or unconnected to goods and equipment, such services shall be rendered until the conclusion of the 30th calendar day as stated in the notice or until a contractual benchmark has been achieved, or as the parties may otherwise agree.

17. Breach. Upon deliberate breach of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, by either party, the non-breaching party shall be entitled to terminate the contract or agreement or purchase order or other procurement to which these Standard Procurement Terms and Conditions apply without notice, with all of the remedies it would have in the event of termination under section 10 ("Severability") above, and may also have such other remedies as it may be entitled to in law or in equity.
18. Default. If Vendor fails to perform or comply with any provision of these Standard Procurement Terms and Conditions, or of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, then the City (i) may cancel the contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, in whole or in part, without penalty or protest by Vendor; (ii) may consider such failure to perform or comply as a breach of contract; (iii) reserves the right to purchase its requirements from the vendor that submitted the next lowest and best responsive and responsible bid, or the vendor that submitted the next best proposal, if that vendor will still honor that bid or proposal, or to seek new bids or proposals, or to pursue one or more other options available to the City in compliance with its then current purchasing policy; and (iv) may hold the defaulting vendor liable for all damages provided by law, including cost of cover.
19. Entire Agreement. These Standard Procurement Terms and Conditions, including any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply, constitutes the entire agreement between the parties and supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of these Standard Procurement Terms and Conditions. The terms and conditions of these Standard Procurement Terms and Conditions may not be changed except by an amendment expressly referencing these Standard Procurement Terms and Conditions by section number and signed by an authorized representative of each party.
20. Survival. These Standard Procurement Terms and Conditions shall survive the completion of or any termination of any contract, agreement, purchase order or other procurement to which these Standard Procurement Terms and Conditions apply.

CITY OF FRANKLIN, TENNESSEE PROCUREMENT AGREEMENT

(City of Franklin Contract No. 2019-0077)

Attachment No. 3

CERTIFICATE OF INSURANCE

Certificate Date	Producer	Certificate Number	Certificate Holder	Type of Insurance	Policy Expiration
3/25/2019	Battle Page Insurance, Inc. 145 Southeast Parkway, Suite 190 Franklin, TN 37064	(not indicated)	City of Franklin 109 3 rd Ave. South Franklin, TN 37064	Commercial General Liability	7/1/2019
				Automobile Liability	7/1/2019
				Umbrella Liability	7/1/2019
				Workers Compensation and Employers' Liability	7/1/2019
				Bailees' Customers Property Floater	7/1/2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Battle Page Insurance, Inc. 145 Southeast Parkway Suite 190 Franklin TN 37064-	CONTACT NAME:	Tammy Smith	
		PHONE (A/C, No., Ext):	(615)790-8008	FAX (A/C, No.): (615)591-0007
		E-MAIL ADDRESS:	tammy@bpi-tn.com	
INSURED	Best Cleaners of Columbia LLC Apparel Masters dba New Brand Cleaners 314 E James Campbell Blvd Columbia TN 38401-	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Berkley Southeast		21784
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y		ADV4347685-42	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY	Y		CNA4348603-42	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$			CNA4348603-42	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCA4348598-42	07/01/2018	07/01/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	BAILEE PROPERTY FLOATER			CIM4348615-42	07/01/2018	07/01/2019	LIMIT 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Franklin is shown as Additional Insured in regards to General Liability and Auto Liability.

CERTIFICATE HOLDER **CANCELLATION** AI 009639

City of Franklin 109 3rd Ave South Franklin TN 37064-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Fax: () -

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ULTRA PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SUMMARY OF COVERAGE EXTENSIONS

Provision	Name Of Coverage Extension	Included or Limit of Insurance
A.	Miscellaneous Additional Insureds	Included
B.	Expected Or Intended Injury Or Damage	Included
C.	Knowledge Of Occurrence	Included
D.	Legal Liability – Damage To Premises Rented To You (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)	\$300,000
E.	Medical Payments	\$10,000
F.	Mobile Equipment Redefined	Included
G.	Newly Formed Or Acquired Organization, Partnership Or Limited Liability Company And Extended Period Of Coverage	Included
H.	Who Is An Insured – Amendment	Included
I.	Non-Owned Watercraft (Increased to maximum length of less than 51 feet)	Included
J.	Supplementary Payments – Increased Limits 1. Bail Bonds 2. Loss Of Earnings	\$ 3,000 \$ 1,000
K.	Unintentional Omission Or Unintentional Error In Disclosure	Included
L.	Waiver Of Transfer Of Rights Of Recovery Against Others	Included
M.	Liberalization Clause	Included
N.	Incidental Medical Malpractice	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided.

The provisions of the Commercial General Liability Coverage Part apply except as otherwise provided in this endorsement. This endorsement applies only if such Coverage Part is included in this policy.

A. MISCELLANEOUS ADDITIONAL INSURED

1. **Section II – Who Is An Insured** is amended to include as an insured any person or organization (referred to as an additional insured below) described in Paragraphs **A.1.c.(1)** through **A.1.c.(8)** below when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an

additional insured on your policy, provided that:

- a. The written contract or written agreement is:
 - (1) Currently in effect or becoming effective during the term of this policy; and
 - (2) Fully executed by you and the additional insured prior to the "bodily injury", "property damage" or "personal and advertising injury".

- b. The insurance afforded by this provision does not apply to any person or organization included as an additional insured by a separate endorsement issued by us and made a part of this policy or coverage part.
- c. Only the following persons or organizations are additional insureds under this provision, with coverage for such additional insureds limited as provided herein:

(1) Managers Or Lessors Of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(2) Mortgagee, Assignee Or Receiver

A mortgagee, assignee, or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a covered premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(3) Owners Or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased to you but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land.
- (b) Structural alterations, new construction or demolition operations

performed by or on behalf of such additional insured.

(4) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(5) State, Municipality, Governmental Agency Or Subdivision Or Other Political Subdivision – Permits Or Authorizations Relating To Premises

Any state, municipality, governmental agency or subdivision or other political subdivision subject to the following additional provisions:

- (a) This insurance applies only with respect to:

- (i) The following hazards for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (1.1) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or

(1.2) The construction, erection or removal of elevators; or

(1.3) The ownership, maintenance or use of any elevators covered by this insurance.

(ii) Operations performed by you or on your behalf for which the state, municipality, governmental agency or subdivision or other political subdivision has issued a permit or authorization.

(b) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality, governmental agency or subdivision or other political subdivision.

(6) Controlling Interest

Any person(s) or organization(s) with a controlling interest in the Named Insured but only with respect to their liability arising out of:

(a) Their financial control of you; or

(b) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such person(s) or organization(s).

(7) Co-Owner Of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owner's liability as co-owner of such premises.

(8) Vendors

(a) Any person(s) or organization(s) (referred to as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

The insurance afforded the vendor does not apply to:

(i) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a written contract or written agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the written contract or written agreement;

(ii) Any express warranty unauthorized by you;

(iii) Any physical or chemical change in the product made intentionally by the vendor;

(iv) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(v) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(vi) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(vii) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(viii) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1.1) The exceptions contained in Sub-paragraphs (iv) or (vi); or

(1.2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(b) This insurance does not apply to any insured person or organization, from whom you have acquired products, or any ingredient, part or container, entering into, accompanying or containing such products.

2. With respect to coverage provided by this Provision **A. Miscellaneous Additional Insureds**, the following additional provisions apply:

a. Any insurance provided to an additional insured designated under Paragraphs **A.1.c.(1)** through **A.1.c.(8)** above does not apply:

(1) To "bodily injury" or "property damage" included within the "products-completed operations hazard"; or

(2) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence of such additional insured.

b. The insurance afforded to such additional insured only applies to the extent permitted by law.

c. The insurance afforded to such additional insured will not be broader than that which you are required to provide by the written contract or written agreement.

3. With respect to the insurance afforded to the additional insureds within this Provision **A. Miscellaneous Additional Insureds**, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract or written agreement; or

b. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

B. EXPECTED OR INTENDED INJURY OR DAMAGE

Exclusion **2.a. Expected Or Intended Injury of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

C. KNOWLEDGE OF OCCURRENCE

Paragraph **2.a. Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim only when the "occurrence" or offense is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A manager, if you are a limited liability company; or

(4) An "executive officer" or the "employee" designated by you to give such notice, if you are an organization other than a partnership or a limited liability company.

To the extent possible, notice should include:

(i) How, when and where the "occurrence" or offense took place;

- (ii) The names and addresses of any injured persons and witnesses; and
- (iii) The nature and location of any injury or damage arising out of the "occurrence" or offense.

D. LEGAL LIABILITY – DAMAGE TO PREMISES RENTED TO YOU (Fire, Lightning, Explosion, Smoke, Or Leakage From Automatic Fire Protective Systems)

If damage to premises rented to you is not otherwise excluded from this policy or coverage part, then the following provisions apply:

1. Under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, the last paragraph (after the exclusions) is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with the permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits Of Insurance**.

2. The paragraph immediately after Subparagraph j.(6) of Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III – Limits Of Insurance**.

3. Paragraph 6. of **Section III – Limits Of Insurance** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, the greater of:

- a. \$300,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations,

is the most we will pay under **Coverage A** for damages because of "property damage" to premises while rented to

you, or in the case of damage by fire, lightning, explosion, "smoke", or leakage from automatic fire protective systems, while rented to you or temporarily occupied by you with permission of the owner.

This limit will apply to all damage proximately caused by the same event, whether such damage results from fire, lightning, explosion, "smoke", leakage from automatic fire protective systems, or other covered causes of loss or any combination thereof.

4. Subparagraph b.(1)(a)(ii) of Paragraph 4. **Other Insurance of Section IV – Commercial General Liability Conditions** is deleted and replaced by the following:

- (ii) That is fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems insurance for premises rented to you or temporarily occupied by you with permission of the owner;

5. Subparagraph a. of Definition 9. "Insured contract" of **Section V – Definitions** is deleted and replaced by the following:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, "smoke" or leakage from automatic fire protective systems to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

6. As used in this Provision **D. Legal Liability – Damage To Premises Rented To You**:

"Smoke" does not include smoke from agricultural smudging, industrial operations or "hostile fire".

E. MEDICAL PAYMENTS

If **Coverage C – Medical Payments** is not otherwise excluded from this policy or coverage part, the Medical Expense Limit is changed, subject to the terms of **Section III – Limits Of Insurance**, to the greater of:

- a. \$10,000; or
- b. The Medical Expense Limit shown in the Declarations.

F. MOBILE EQUIPMENT REDEFINED

Subparagraph f.(1) of Definition 12. "Mobile equipment" of **Section V – Definitions** is deleted and replaced by the following:

- (1) Equipment with a gross vehicle weight of 1,000 pounds or more and designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

G. NEWLY FORMED OR ACQUIRED ORGANIZATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY AND EXTENDED PERIOD OF COVERAGE

Paragraph 3. of **Section II – Who Is An Insured** is deleted and replaced by the following:

3. Any organization you newly acquire or form, other than a joint venture, and over which you maintain ownership or:

- a. Majority interest of more than 50% if you are a corporation;
- b. Majority interest of more than 50% as a general partner of a newly acquired or formed partnership; and/or
- c. Majority interest of more than 50% as an owner of a newly acquired or formed limited liability company;

will qualify as a Named Insured if there is no other similar insurance available to that organization. However, for these organizations:

- (i) Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization, partnership or limited liability company, or the end of the policy period, whichever is earlier;
- (ii) **Section I – Coverage A – Bodily Injury And Property Damage Liability** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization, partnership or limited liability company;
- (iii) **Section I – Coverage B – Personal And Advertising Injury Liability** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization, partnership or limited liability company;
- (iv) Coverage applies only when operations of the newly acquired organization,

partnership or limited liability company are the same or similar to the operations of insureds already covered under this insurance;

- (v) Coverage only applies for those limited liability companies who have established a date of formation as recorded within the filed state articles of organization, certificates of formation or certificates of organization; and
- (vi) Coverage only applies for those partnerships who have established a date of formation as recorded within a written partnership agreement or partnership certificate.

H. WHO IS AN INSURED – AMENDMENT

The last paragraph of **Section II – Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any:

- a. Current partnership or limited liability company, unless otherwise provided for under Paragraph 3. of **Section II – Who Is An Insured**;
- b. Current joint venture; or
- c. Past partnership, joint venture or limited liability company;

that is not shown as a Named Insured in the Declarations.

I. NON-OWNED WATERCRAFT

Subparagraph (2) of **Exclusion 2.g. Aircraft, Auto Or Watercraft of Section I – Coverage A – Bodily Injury And Property Damage Liability** is deleted and replaced by the following:

- (2) A watercraft you do not own that is:

- (a) Less than 51 feet long; and
- (b) Not being used to carry persons or property for a charge.

J. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

Section I – Supplementary Payments – Coverages A And B is changed as follows:

- 1. The limit shown in Paragraph 1.b. for the cost of bail bonds is changed from \$250 to \$3,000; and
- 2. The limit shown in Paragraph 1.d. for loss of earnings because of time off from work is changed from \$250 a day to \$1,000 a day.

K. UNINTENTIONAL OMISSION OR UNINTENTIONAL ERROR IN DISCLOSURE

The following provision is added to Paragraph 6. **Representations of Section IV – Commercial General Liability Conditions:**

However, the unintentional omission of, or unintentional error in, any information given or provided by you shall not prejudice your rights under this insurance.

This provision does not affect our right to collect additional premium or to exercise our right of cancellation or non-renewal.

L. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions:**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products-completed operations hazard" when you have agreed in a written contract or written agreement that any right of recovery is waived for such person or organization. This waiver applies only to the person(s) or organization(s) agreed to in the written contract or written agreement and is subject to those provisions.

This waiver does not apply unless the written contract or written agreement has been executed prior to the "bodily injury" or "property damage".

However, if any person or organization is separately scheduled on a separate waiver of transfer of rights of recovery which is attached to this policy, then this waiver does not apply.

M. LIBERALIZATION CLAUSE

The following is added to **Section IV – Commercial General Liability Conditions:**

If we adopt a mandatory attachment form change which broadens coverage under this edition of the Commercial General Liability CG0001 for no additional charge, and those changes are intended to apply to all insureds under this edition of CG0001, that change will automatically apply to your insurance as of the date we implement the change in your state. This liberalization clause does not apply to changes implemented through introduction of a subsequent edition of the Commercial General Liability form CG0001.

N. INCIDENTAL MEDICAL MALPRACTICE

1. Paragraph 2.a.(1)(d) of **Section II – Who Is An Insured** does not apply to a physician, nurse practitioner, physician assistant, nurse, emergency medical technician or paramedic employed by you if you are not in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.
2. This provision is excess over any other valid and collectible insurance whether such insurance is primary, excess, contingent or on any other basis. Any payments by us will follow Paragraph 4.b. of **Section IV – Commercial General Liability Conditions.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXPANSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by endorsement.

SUMMARY OF COVERAGE EXTENSIONS

Provision No.	Name of Extension	Limit or Included
A.	Broadened Named Insured	Included
B.	Additional Insured by Contract or Agreement	Included
C.	Additional Insured- Employees	Included
D.	Extended Coverage- Bail Bonds	\$5,000
E.	Extended Coverage- Loss of Earnings (Per Day)	\$1,000
F.	Fellow Employee Coverage	Included
G.	Transportation Expense Due to Theft of a Covered Auto (Per Day/Maximum)	\$75/ \$2,500
H.	Extended Coverage - Air Bags	Included
I.	Physical Damage Coverage- Leased or Financed Autos	Included
J.	Glass Deductible	Included
K.	Extended Coverage- Electronic Equipment	Included
L.	Extended Coverage- Personal Effects	\$500
M.	Towing (Gross Vehicle Weight of 20,000 lbs. or less)	\$100
N.	Physical Damage Coverage - Hired "Autos"	\$65,000
	1. Loss of use (Per Day/Maximum)	\$500/ \$3,500
O.	Rental Reimbursement Coverage	\$2,500
P.	Drive Other Car Coverage	Included
Q.	Knowledge of Occurrence	Included
R.	Waiver of Subrogation By Contract or Agreement	Included
S.	Unintentional Omissions	Included
T.	Bodily Injury Re-defined	Included
U.	Employee Hired Auto	Included

The above is a summary only. Please consult the specific provisions that follow for complete information on the extensions provided. If there is a conflict between this summary and the endorsement provisions that follow, the endorsement provisions shall prevail.

A. BROADENED NAMED INSURED

The Named Insured shown in the Declarations is amended to include:

Any organization, other than a joint venture, over which you maintain ownership or majority interest of more than 50%, unless that organization is an "insured" under any other automobile policy or would be an "insured" under such a policy but for the exhaustion of its Limit of Insurance, however;

1. Coverage under this provision is afforded only until the next anniversary date of this policy's effective date after you acquire or form the organization or the end of the policy period, whichever is earlier.
2. Coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT

The following is added to **Section II – Covered Autos Liability Coverage**, Paragraph **A.1.**:

- d. Any person or organization for whom you are performing operations if you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.
 - (1) Such person or organization is an additional insured only with respect to liability for "bodily injury" or "property damage":
 - a. Caused by an "accident", and
 - b. Resulting from the ownership, maintenance or use of a covered "auto".
 - (2) A person's or organization's status as an additional insured exists only while you are performing operations for that additional insured.
 - (3) Section II, Paragraph C. Limits of Insurance for person or organization added as additional insured are those specified in the written contract or agreement, or in this coverage form, whichever is less. These limits of insurance are inclusive of and are not in addition to the Limits of Insurance shown in the Declarations.

(4) This insurance applies on a primary and non-contributory basis if that is required by the written contract or agreement.

(5) This insurance does not apply unless the written contract or agreement has been executed prior to the "bodily injury" or "property damage".

C. ADDITIONAL INSURED - EMPLOYEES

Section II- Covered Autos Liability Coverage, Paragraph **A.1.b.(2)** is deleted and replaced by the following:

(2) Your employee or agent if the covered "auto" is owned by that employee or a member of his or her household, but this exclusion does not apply if the covered "auto" is being used in your business or your personal affairs.

D. EXTENDED COVERAGE - BAIL BONDS

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(2)** is deleted and replaced by the following:

(2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

E. EXTENDED COVERAGE - LOSS OF EARNINGS

Section II – Covered Autos Liability Coverage, Paragraph **A.2.a.(4)** is deleted and replaced by the following:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

F. FELLOW EMPLOYEE COVERAGE

Section II – Covered Autos Liability Coverage, Paragraph **B.5.** does not apply.

G. COVERAGE EXTENSION AS A CONSEQUENCE OF THEFT OF AN "AUTO"

1. Transportation Expense

Section III – Physical Damage Coverage, Paragraph **A.4.a.** is deleted and replaced by the following:

- a. We will also pay up to \$75 per day to a maximum of \$2,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" that has a Gross Vehicle Weight of 20,000 lbs. or less. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

We will also pay reasonable and necessary expenses to facilitate the return of the stolen "auto" to you.

H. EXTENDED COVERAGE - AIRBAGS

Section III – Physical Damage Coverage, Paragraph **B.3.a.** does not apply to the unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide coverage.

I. PHYSICAL DAMAGE COVERAGE - LEASED OR FINANCED "AUTOS"

The following is added to **Section III – Physical Damage Coverage,** Paragraph **C.:**

4. In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:
 - a. The amount under the Physical Damage coverage section of the policy; and
 - b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss",
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;

- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance;
- (5) Carry-over balances from previous loans or leases.

J. GLASS DEDUCTIBLE

Section III – Physical Damage Coverage, Paragraph **D.** is deleted and replaced by the following:

D. DEDUCTIBLE

For each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to:

1. "Loss" caused by fire or lightning; or
2. "Loss" when you elect to patch or repair glass rather than replace.

K. EXTENDED COVERAGE - ELECTRONIC EQUIPMENT

The following is added to **Section III - Physical Damage Coverage,** Paragraph **A.4.:**

- c. Physical Damage coverage on a covered "auto" also applies to "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".

We will pay with respects to a covered "auto" for "loss" to antennas and other accessories necessary for use of the electronic equipment. However, this does not include tapes, records or discs.

L. EXTENDED COVERAGE - PERSONAL EFFECTS

The following is added to **Section III – Physical Damage Coverage, Paragraph A.4.**:

- d. Physical Damage Coverage on a covered "auto" may be extended to "loss" to your personal property or, if you are an individual, the personal property of a family member, that is in the covered "auto" at the time of "loss".

The most we will pay for any one "loss" under this coverage extension is \$500.

M. TOWING

Section III – Physical Damage Coverage, Paragraph A.2. is deleted and is replaced by the following:

If an "auto" with a Gross Vehicle Weight of 20,000 lbs. or less is provided both Comprehensive and Collision Coverage, we will pay up to \$100 for towing and labor costs incurred each time such covered "auto" is disabled.

However, the labor must be performed at the place of disablement.

N. PHYSICAL DAMAGE COVERAGE - HIRED "AUTOS"

You may extend the Comprehensive, Specified Causes of Loss and Collision coverages provided on your owned "autos" to any "auto" you lease, rent, hire or borrow from someone other than your employees or partners or members of their households. Any "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Coverage provided here is subject to the following:

1. This extension is only available for "autos" you lease, hire, rent or borrow for less than 30 consecutive days.
2. The most we will pay in any one "loss" is the least of \$65,000, the actual cash value of the "auto" or the cost to repair or replace the "auto", except that such amount will be reduced by a deductible to be determined as follows:

- a. The deductible shall be equal to the amount of the highest deductible shown for any owned "auto" of the same classification for that coverage. In the event there is no owned "auto" of the same classification, the highest deductible for any owned "auto" will apply for that coverage.
- b. No deductible will apply to "loss" caused by fire or lightning.

3. Coverage provided under this extension will:

- a. Be excess over any other collectible insurance you have;
- b. Pay, in addition to the limit set forth in **N.2.** above, up to \$500 per day, not to exceed \$3,500 per "loss" for:
 - (1) Any costs or fees associated with the "loss" to a hired "auto"; and
 - (2) Loss of use, provided it is the consequence of an "accident" for which you are legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

O. RENTAL REIMBURSEMENT COVERAGE

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage. This coverage is only available to those covered "autos" involved in a "loss" and Physical Damage is provided to the covered "auto".
2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following:
 - a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you, or
 - b. When the total amount paid under this coverage extension reaches \$2,500.

3. Our payment is limited to the lesser of the following amounts:
 - a. Necessary and actual expenses incurred.
 - b. Not more than \$75 per day.
4. We will pay up to an additional \$300 for the reasonable and necessary expenses you incur to remove your materials and equipment from the covered "auto" and replace such materials and equipment on the rental "auto".
5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
6. If "loss" results from the total theft of a covered "auto" of the "private passenger type", we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extension.

P. DRIVE OTHER CAR COVERAGE

1. Your Covered Autos Liability Coverage, Auto Medical Payments, Uninsured and Underinsured Motorists Coverage, and Physical Damage Coverage is extended to any private passenger type "auto" you hire, borrow or do not own while being used by or in the care, custody or control of the following persons:
 - a. You, if you are designated in the Declarations as an individual.
 - b. Your partners or members, if you are designated in the Declarations as a partnership or joint venture;
 - c. Your members or managers, if you are designated in the Declarations as a limited liability company;
 - d. Your executive officers, if you are designated in the Declarations as an organization other than an individual, partnership, joint venture or limited liability company;
 - e. The spouse of any person named in P.1.a. through P.1.d. while a resident of the same household.
2. The following "autos" are not covered:

- a. Any "auto" owned by a person named in P.1.a. through P.1.d. or by any member of his or her household.
- b. Any "auto" used by a person named in P.1.a. through P.1.d. while working in the business of selling, servicing, repairing or parking "autos".
3. The most we will pay for the total of all damages under Covered Autos Liability Coverage, Auto Medical Payments, Uninsured and Underinsured Motorists Coverage is the LIMIT OF INSURANCE for each Coverage shown in the Declarations as applicable to owned "autos".
4. Our obligation to pay for, repair, return or replace damaged or stolen property under Physical Damage Coverage, will be reduced by a deductible equal to the amount of the largest deductible shown for any owned private passenger type "auto" applicable to that coverage. If there are no owned private passenger type "autos", the deductible shall be \$100 for Comprehensive Coverage and \$250 for Collision Coverage. No deductible will apply to "loss" caused by fire or lightning.

Q. KNOWLEDGE OF OCCURRENCE

The following is added to **Section IV - Business Auto Conditions**, Paragraph A.2.:

- d. Notice of an "accident" or "loss" will be considered knowledge of yours only if reported to you, if you are an individual, a partner, an executive officer or an employee designated by you to give us such notice.
- e. Notice of an "accident" or "loss" to your Workers Compensation insurer, for an event which later develops into a claim for which there is coverage under this policy, shall be considered notice to us, but only if we are notified as soon as you know that the claim should be addressed by this policy, rather than your Workers Compensation policy.
- f. Your rights under this policy shall not be prejudiced if you fail to give us notice of an "accident" or "loss", solely due to your reasonable and documented belief that the event is not covered by this policy.

The following is added to **Section IV- Business Auto Conditions, Paragraph A.2.b.:**

- (6) Knowledge of the receipt of documents concerning a claim or "suit" will be considered knowledge of yours only if receipt of such documents is known to you, if you are an individual, a partner, an executive officer, or an employee designated by you to forward such documents to us.

R. WAIVER OF SUBROGATION BY CONTRACT OR AGREEMENT

The following is added to **Section IV-Business Auto Conditions, Paragraph A.5.:**

We waive any right of recovery we may have against any "insured" provided coverage under this endorsement under **B. ADDITIONAL INSURED BY CONTRACT OR AGREEMENT**, but only as respects "loss" arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions or conditions of the written contract or agreement.

S. UNINTENTIONAL OMISSIONS

The following is added to **Section IV- Business Auto Conditions, Paragraph B.2.:**

We will not deny coverage under this policy if you fail to disclose all hazards existing as of the inception date of the policy, provided such failure is not intentional.

T. BODILY INJURY REDEFINED

Section V- Definitions, Paragraph C. is deleted and replaced by the following:

- C. "Bodily injury" means bodily injury, disability, sickness, or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".

U. EMPLOYEE HIRED AUTO

1. Changes In Liability Coverage

The following is added to the **Who Is An Insured** Provision:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions

Paragraph **5.b.** of the **Other Insurance** Condition in the Business Auto is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**CITY OF FRANKLIN, TENNESSEE
PROCUREMENT AGREEMENT**

(City of Franklin Contract No. 2019-0077)

Attachment No. 4

INDEMNIFICATION AGREEMENT

Indemnification Agreement
a form required of Bidders and Proposers on purchases of services for the
City of Franklin, Tennessee

State of Tennessee)
) SS
County of Maury)

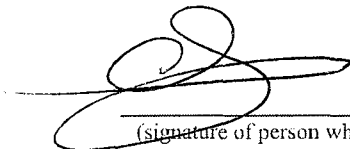
On behalf of Bidder/Proposer, Chris Shrader agrees that:
(printed name of person signing Agreement)

1. He or she is the Owner + Managing Member of
(Owner or Authorized Partner, Officer, Representative or Agent of Owner)

Best Cleaners of Columbia, LLC dba New Brand Cleaners
(legal name of entity submitting bid or proposal)

the Bidder or Proposer who has submitted the attached bid or proposal;

2. The Bidder or Proposer is fully informed respecting the preparation and content of the attached bid or proposal and of all pertinent circumstances respecting such bid or proposal;
3. The Bidder or Proposer agrees to indemnify and save the Government of Franklin, the City of Franklin and individual, on or off duty, officers, and employees of the City of Franklin, harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by reason of any loss, whatsoever, arising out of or relating to or in consequence of the work done in connection with any contract, agreement, purchase order or other procurement to which this Agreement applies, excepting only such losses as shall be occasioned solely by the negligence of the City of Franklin; and
4. This Agreement is made on personal knowledge.

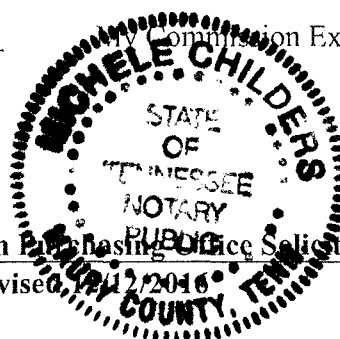

(signature of person whose printed name appears above)

Managing Member Owner
(title of person whose printed name appears above)

Sworn and subscribed to before me this 19 day of March, 2019

Michelle Childers
(Notary Public)

Commission Expires: 01-21-2020



(Submitted in response to City of Franklin Purchasing Office Solicitation No. 2019_005)

Form revised 1/17/2016

SANITATION AND ENVIRONMENTAL SERVICES

OPERATIONS TRANSITION DECISIONS

March 26, 2019



Key Transition Areas

- Curbside Recycling
 - Status of recycling
 - Employee safety
 - Consolidation of equipment types
 - Efficiencies
- Commercial Dumpster Collection
 - Not recovering costs adequately without a significant rate increase

Transition Decisions

- Curbside Recycling
 - Should SES pursue automated curbside recycling?
 - Should the program be voluntary or mandatory?
 - Should there be an administrative setup fee? If so, at what rate?
 - Starting point: propose to start setting carts the first full week of January 2020 (January 6, 2020)
 - Additional points of consideration
- Commercial Dumpster Collection
 - Should SES pursue elimination of commercial dumpster service?
 - End point: propose last day of service to be June 28, 2019
 - Provide approximately 3 months of notice (proposed to issue notice first week of April 2019)

Discussion

From: [Eric Stuckey](#)
To: [Ann Petersen \(annpetersen@comcast.net\)](#); [Bev Burger](#); [Bev Burger](#); [Beverly Burger](#); [Brandy Blanton](#); [Brandy Blanton](#); [bransfordpearl@aol.com](#); [Clyde Barnhill](#); [danamclendon@mac.com](#); [Ken Moore](#); [Margaret Martin](#); [Scott Speedy](#)
Cc: [Mark Hilty](#); [Jack Tucker](#); [Vernon Gerth](#); [Kristine Tallent](#); [Michael Walters Young](#); [Milissa Reiersen](#)
Subject: SES transition
Date: Saturday, March 30, 2019 5:05:56 PM
Attachments: [image002.png](#)

Mayor Moore and Aldermen,

As you know, staff is working through transitions in both the recycling and commercial services with SES. The item before you on the April 9, 2019 Work Session is for staff to receive guidance from the BOMA for this transition and to develop a resolution that will memorialize this direction. The questions to be considered and staff recommendations are as follows:

ITEM	STAFF RECOMMENDATION
RECYCLING	
Should SES pursue automated curbside recycling?	YES based on staff safety, efficiency, cost of service
Should the program be voluntary or mandatory?	VOLUNTARY; there are concerns with a mandatory program with respect to inappropriate use of the recycling cart for those who do not wish to recycle.
Should there be an administrative setup fee?	YES; staff recommends recapturing out-of-pocket expenses. This is estimated to be \$45.00 (cost of cart).
At what rate should the administrative setup fee be established?	\$45.00
Should the setup fee be charged as a one-time charge or spread over a period of several months	Staff is fine with either option so long as one option is selected and applied to everyone. We anticipate logistical issues if we offer multiple options.
Does BOMA support the proposed starting point as the first full week of January 2020?	Staff recommends starting on a Monday. This date allows the community to get through the holidays without having to think of a transition.
COMMERCIAL	
Should SES pursue elimination of commercial dumpster service?	YES, based on revenue requirements. Staff anticipates attrition of customers should we raise commercial dumpster rates to adequately recover costs, in effect, terminating service.
Staff has originally proposed to terminate on June 28, 2019. Based on timing of this item in front of the BOMA, this will likely be pushed into July should we provide a notice of at least 90 days.	Staff wishes to provide at least 90 days notice to customers and anticipates providing some flexibility on a case-by-case basis, should customers have challenges during the transition. Municipal code requires 30 day notification. Staff will adjust this date based on feedback from BOMA.

Please let us know if you have any questions or need additional information. Thank you.

Eric



Website: www.franklintn.gov

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