



City of Franklin

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

Meeting Agenda

Work Session

Tuesday, January 27, 2015

5:00 PM

Board Room

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. [15-0123](#) Consideration of Event Permit for Americana Cross County Lines Festival at Harlinsdale Farm on May 30, 2015

Sponsors: Lisa Clayton

Attachments: [Americana 2015 app.pdf](#)

2. [14-718](#) Consideration of Ordinance 2014-41, To Be Entitled "An Ordinance to Rezone 4.48 Acres from Central Commercial District (CC) to Specific Development - Variety District (SD-X 34.17/33,650/115) for Various Properties Located Along Main Street East, First Avenue North, Bridge Street, and Second Avenue North, by the City of Franklin, Tennessee. THIRD AND FINAL READING (12/18/14 FMPC 7-0; 03/10/15 BOMA 8-0)

Sponsors: Ald. Ann Petersen

Attachments: [Harpeth Square Rezoning Plan](#)
[4712 Harpeth Square rezoning MAP](#)
[Ord 2014-41 ORDINANCE Harpeth Square Rezoning](#)

Legislative History

12/18/14	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
----------	--	--

3. [14-719](#) PUBLIC HEARING: Consideration of Resolution 2014-92, To Be Entitled "A Resolution Approving a Development Plan for the Harpeth Square PUD Subdivision with Seven Modifications of Standards (MOS 1 - Setbacks; MOS 2 - Façade Occupancy within Front Setback; MOS 3 - Façade Occupancy within Side Setback of Corner Lots; MOS 4 - Façade Design Variation; MOS 5 - Parkland Dedication; MOS 6 - Tree Canopy Preservation; MOS 7 - Festival Lights), Located at Various Properties within the Block of Main Street East, First Avenue North, Bridge Street, and Second Avenue North, by the City of Franklin, Tennessee." (12/18/14 FMPC 6-0; 1/27/15 WS)

Sponsors: Ald. Ann Petersen

Attachments: [Res 2014-92 Harpeth Square DP Resolution](#)
[FMPC meeting minutes for file 14-719.pdf](#)
[4713 Harpeth Square dev plan MAP](#)
[Conditions of Approval 4713](#)
[4713 Harpeth Square dev plan](#)

Legislative History

12/18/14	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
----------	--	--

4. [15-0125](#) Discussion Concerning the Harpeth Square Development Draft Road Impact Fee Agreement and Recovery Agreement

Sponsors: Paul Holzen

Attachments: [COF 2014-0344 Harpeth Square Development Draft Offset Agreement](#)
[COF 2014-0345 Harpeth Square Recovery Agreement - UPdated](#)
[COF 2014-0345 Harpeth Square Exhibit A - Sewer](#)
[COF 2014-0345 Harpeth Square Exhibit B - WTR](#)

5. [15-0126](#) *Consideration of recommendation to reject all proposals for firefighter annual physical medical exam services for uniformed personnel of the Franklin Fire Department (Purchasing Office Procurement Solicitation No. 2015-011) (01/27/15 WS)

Sponsors: Rocky Garzarek

Attachments: [2015-011 Tabulation of Proposals 2015.01.16.1526](#)

6. [15-0089](#) Discussion of Stream Restoration Feasibility Study (COF Contract No. 2014-0119) Results for Jordan Branch in the Meadow at Cool Springs subdivision (Sliders Knob)

Sponsors: Engineering

Attachments: [Stream Restoration Feasibility Study](#)

7. [15-0133](#) *Consideration Of Lease Agreement Between Williamson County, Tennessee, And The City Of Franklin (COF 2015-0003) Concerning The Lease Of Property For The Construction And Operation Of A Temporary Fire Station. (01/27/15 WS)
- Sponsors:** Eric Stuckey
- Attachments:** [08 Temp. Fire Station_1-20-15 Site Map w utilities.pdf](#)
[Lease-Franklin-Long Lane Temp Fire Hall_SB_1 23 14.pdf](#)
8. [15-0116](#) *Consideration of Contract 2014-0340 with Pictometry International for GIS mapping update (01/27/15 WS)
- Sponsors:** Fred Banner
- Attachments:** [Pictometry.Clean Draft.pdf](#)
[FINAL.2014-0340.Pictometry Contract for FRANKTN15-IMAGERY \(2\) \(2\).pdf](#)
9. [15-0119](#) Consideration of Resolution 2015-12, a Resolution to Adopt Budget Goals for FY2015-2016
- Sponsors:** Russ Truell
- Attachments:** [Budget Goals DRAFT - FY16](#)
[2015-12 RESOLUTION to Adopt Budget Goals](#)
10. [15-0077](#) Consideration of an Amendment to Contract 2012-0006, a Revolving Loan Agreement with the Franklin Industrial Development Board, pertaining to the McEwen TIF District and Industrial Development Board bonds
- Sponsors:** Eric Stuckey and Russ Truell
- Attachments:** [IDB bond original payment schedule](#)
[Comparison of interest & financing costs](#)
[TIF restructuring update 1.15.14](#)
[10_15-0077 Franklin Nissan TIF 2015 Second Amendment to Revolving Loan A](#)
[10_15-0077 Franklin Nissan TIF 2015 Board of Mayor and Aldermen Resolution](#)
11. [15-0115](#) Consideration of Resolution 2015-06, A Resolution To Affirm Compliance With Federal Title VI Regulations
- Sponsors:** Eric Stuckey
- Attachments:** [2015-06 Affirm Compliance with Title VI.doc](#)

Other Business

Adjournment

Anyone requesting accommodations due to disabilities should contact ADA coordinator at 550-5721.

OFFICE USE ONLY:
Permit No. _____



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

X Harlinsdale Farm

Other: _____

2) Name/purpose of event: Americana's Cross County Lines

3) Date or dates of event: May 30, 2015

4) Time of Event: 11am - 10pm (or midnight depending on the community)

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

Set-Up Date/Time: 5/29/15

Tear-down Date/Time: 5/31/2015

*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:

Jed Hilly, Americana Music Association

a) Address: 230 Franklin Rd, Bldg 14, Franklin, TN 37064

b) Phone: 615-545-8853

c) Cell: 615-545-8853

d) Fax: 615-386-6937

e) E-mail address: jed@americanamusic.org

7) Person in charge on day of event: Jed Hilly

Cell: 615-545-8853

E-mail address: jed@americanamusic.org



HISTORIC
FRANKLIN
TENNESSEE

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

Name: Lenore Kinder Cell: 615-320-7286 E-mail address: lkinder@aeg-tmg.com

Name: Michelle Aquilato Cell: 917-439-9169 E-mail address: michelle@americanamusic.org

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

Community-minded Roots Music Festival and Celebration. There will be five artists/bands performing
during the festival.

- 10) **ENCLOSE A DETAILED MAP** of event site, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such event will occur. **For large-scale events, map should be obtained from the City's GIS division.**
- 11) An estimated number of participants and an estimated number of attendees expected to attend during the course of the event:
4000-5000 attendees, 30-100 staff, volunteers and musical participants.
- 12) **Please attach a list** containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of organization and/or committee.
- 13) Is your organization based in Williamson County? Circle ☒ Yes or No
(if no, please state where: _____)
- 14) Is your organization authorized to do business in Tennessee? Circle ☒ Yes or No
- 15) Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization? Circle ☒ Yes or No. If yes, please attach copy of IRS tax exemption letter providing proof of status. 501.C6
- 16) Will you charge an admission/participation fee (including vendors)? If yes, please specify how much per person/vendor. Admission - approximately \$35 per person. Vendors - 20% of sales on food
- 17) Will any charity, gratuity, or offers be solicited or accepted during the event? Circle Yes or ☒ No.
Although the Americana Music Association is a not-for-profit, we do not anticipate this.
- 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? Americana Music Association will receive 100% after
expenses.
- 19) Will parking in the area of the event need to be restricted or prohibited? Circle ☒ Yes or No.
We will need dedicated parking areas that can be controlled.

Revised February 2014



HISTORIC
FRANKLIN
TENNESSEE

- 20) Will any sound amplification equipment be used during the event? Circle **Yes** or No. If no, please skip to Question #22.
- 21) For what purpose will sound amplification be used (i.e. announcements, entertainment, etc.)?
Primarily for music, but also for entertainment and announcements.
- 22) What type of sound amplification will be provided (DJ, Band, etc.)? Please list all that apply.
Primarily there will be performing artists with a band.
- 23) During what time period is sound amplification requested? Entire event (11am til 10pm or midnight)
- 24) If for entertainment, give details of entertainment being provided (i.e. number of musicians, type of music, amp wattage, etc.). There will be five artists/bands playing Americana music. The DB will remain below 96.
- 25) Will any stages, amusement attractions, or amusement rides, including inflatables, be erected for the event? Circle **Yes** or No. If yes, Applicant must give specific details as to the location and type of games/activities, i.e. inflatables, Horseshoes, relay races, etc. along with the name of the company providing the stages and/or activities. **Applicant must also include a copy of that company's insurance certificate indicating coverage and listing the City of Franklin as additional insured.** ***For stages, tents, inflatables, etc. constructed on site prior to the event, that date must be included on Certificate of Insurance provided to the City of Franklin. Stages **MUST** be removed from site at end of event. ***Rented inflatables/interactives that are set-up and manned by applicant must be included specifically in applicant's Certificate of Insurance.
- 26) What, if any, vendors will be present at event? (i.e medical related, shirts, arts, etc.) **Please provide detailed list.** Use additional sheets. TBD - food trucks and merchandise tent.
- 27) Will food, beverages, or merchandise be sold or given away? Circle Yes or No. If yes, clean-up is required. Please provide name of clean-up provider, contact, and phone number of person on-site during event. See Question #28. We will contract a clean-up company.
- 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.



HISTORIC
FRANKLIN
TENNESSEE

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:

Yes, location is to be determined. Most likely at the Equestrian Center.

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.

12)

Americana Music Association

230 Franklin Rd, Building 14, Suite C
Franklin, TN 37064

Jed Hilly – (615) 386-6936 or (615) 545-8853
Michelle Aquilato – (615) 386-6936 or (917) 439-9169
Danna Strong – (615) 386-6936
Sarah Comardelle – (615) 386-6936 or (615) 689-5671
Whitney Holmes – (615) 386-6936

AEG Live

824 19th Ave S
Nashville, TN 37203

Lenore Kinder – (615) 320-7286
Ali Harnell – (615) 320-7250
~~Leslie Cohea – (615) 320-7250~~
Laurel Hilburn – (615) 320-7250

25)

There will be a moveable pop up stage to be provided by our partner, AEG Live.

26)

Exact vendors have yet to be determined. Upon determination, full details including a map of their placement location will be provided.



HISTORIC
FRANKLIN
TENNESSEE

**PLEASE READ ATTACHMENTS BEFORE SIGNING
APPLICATION.**

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

BY:  Date: 12/11/14
(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) ★
★
★



Legend



PARKING

PARKING

Main stage

Port-a-johns

Small side stage

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

DEPARTMENT OF THE TREASURY

Date: **MAR 16 2001**

THE AMERICANA MUSIC ASSOCIATION
C/O KURT VITOLO
1222 16TH AVE SOUTH 3RD FLR
NASHVILLE, TN 37212

Employer Identification Number:
62-1807877
DLN:
17053052046001
Contact Person:
RONALD D BELL ID# 31185
Contact Telephone Number:
(877) 829-5500
Internal Revenue Code
Section 501(c)(6)
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Addendum Applies:
No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in the section indicated above.

Unless specifically excepted, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) for each employee to whom you pay \$100 or more during a calendar year. And, unless excepted, you are also liable for tax under the Federal Unemployment Tax Act for each employee to whom you pay \$50 or more during a calendar quarter if, during the current or preceding calendar year, you had one or more employees at any time in each of 20 calendar weeks or you paid wages of \$1,500 or more in any calendar quarter. If you have any questions about excise, employment, or other Federal taxes, please address them to this office.

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 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.

If a return is required, it must be filed by the 15th day of the fifth

Letter 948 (DO/CG)

THE AMERICANA MUSIC ASSOCIATION

month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

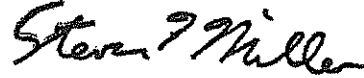
Because this letter could help resolve any questions about your exempt status, you should keep it in your permanent records.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

THE AMERICANA MUSIC ASSOCIATION

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in cursive script that reads "Steven T. Miller".

Steven T. Miller
Director, Exempt Organizations

HARPETH SQUARE PUD SUBDIVISION REZONING REQUEST

TAX MAP 78 C, PARCELS 13, 14, 15, 16, 20, 23, 23.01, 24, 26
SD-X 34.17, 33650, 115

OWNER:

JAYMAR DEVELOPMENT
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
CONTACT: JAY FRANKS
EMAIL: jfranks130@msn.com
PHONE: 615.300.0001

HARPETH ASSOCIATES LLC
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
CONTACT: J. RODERICK HELLER III
EMAIL: roderickheller10@gmail.com
PHONE: 202.257.5260

DANMARK COMPANY
2060 HILLSBORO ROAD
FRANKLIN, TN 37069
CONTACT: WILLIAM DEPRIEST
EMAIL: DEPRIESTCOMPANY@ATT.NET
PHONE: 615.794.2808

RON SHUFF FAMILY PARTNERSHIP
127 2ND AVENUE NORTH
FRANKLIN, TN 37064
CONTACT: RONALD L SHUFF
EMAIL:
PHONE:

TOMLIN FAMILY PROPERTIES G P
JOEL TOMLIN
5866 E ASHLAND DRIVE
FRANKLIN, TN 37215
PHONE: 615.791.6400

OWNER:

HARPETH ASSOCIATES LLC
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
CONTACT: J. RODERICK HELLER III
EMAIL: roderickheller10@gmail.com
PHONE: 202.257.5260

APPLICANT:

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

CIVIL ENGINEER:

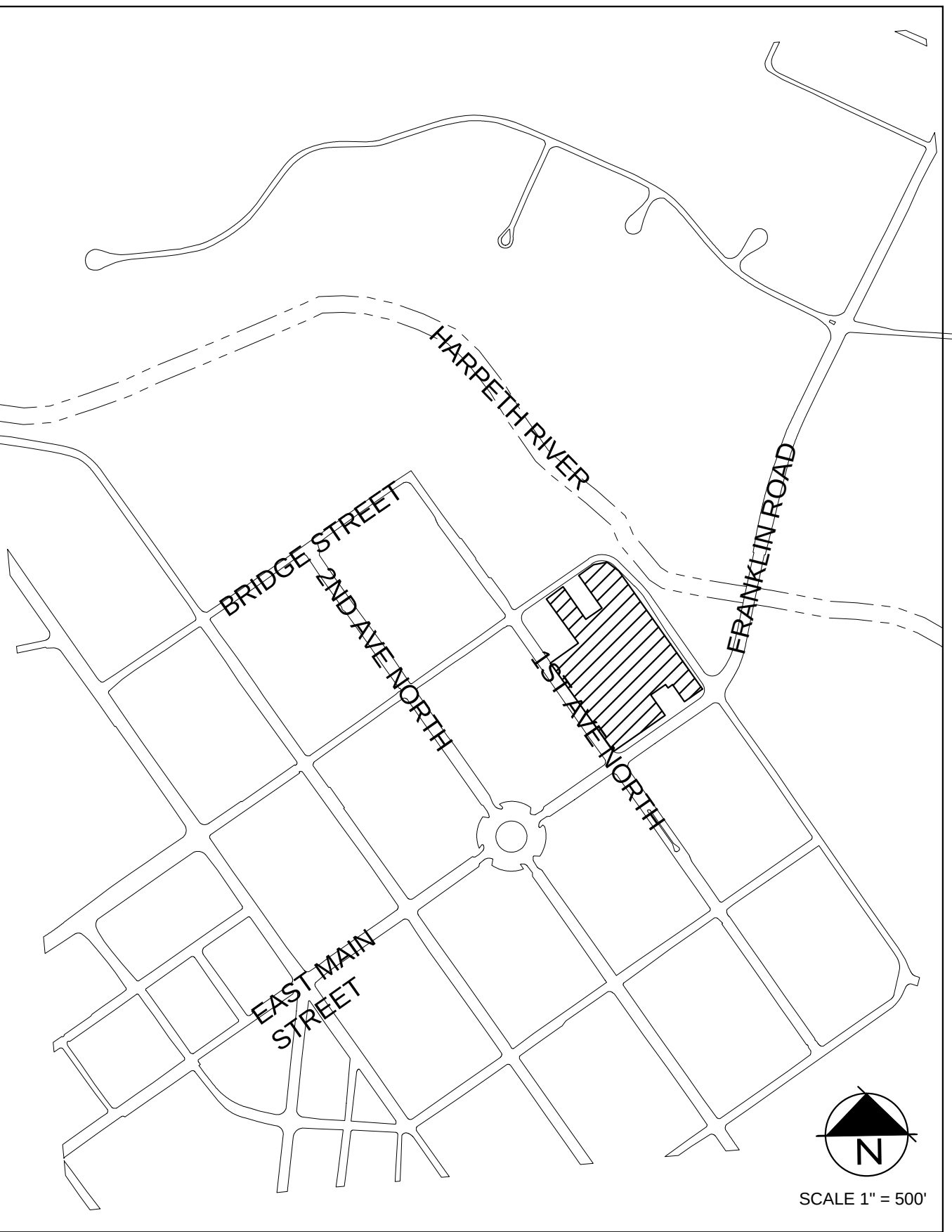
CANNON & CANNON, INC.
1 VANTAGE WAY, SUITE C-210
NASHVILLE, TN 37228
CONTACT: ERIC GARDNER
EMAIL: egardner@cannon-cannon.com
PHONE: (615) 770-0010

TRAFFIC ENGINEER:

FISCHBACH TRANSPORTATION GROUP, INC.
3326 ASPEN GROVE DRIVE
FRANKLIN, TN 37067
CONTACT: GILLIAN FISCHBACH
EMAIL: gillian@ftgtraffic.com
PHONE: 615.498.3130

SURVEYOR:

DIVIDING LINE SURVEY SERVICES LLC
985 YELLOW CREEK ROAD
DICKSON, TN 37055
CONTACT: RUSSEL FAULK
PHONE: 615.838.6052



SHEET INDEX

C 0.0	COVER SHEET
C 1.0	BOUNDARY MAP
C 2.0	EXISTING CONDITIONS
C 3.0	EXISTING TREE CANOPY

VICINITY MAP

8TH CIVIL DISTRICT OF WILLIAMSON COUNTY
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

GDC

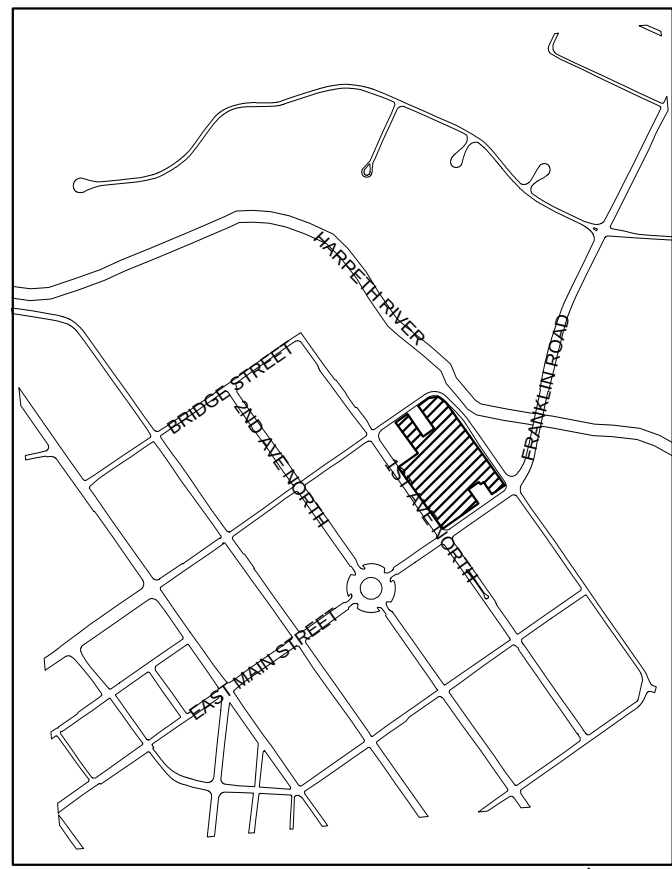
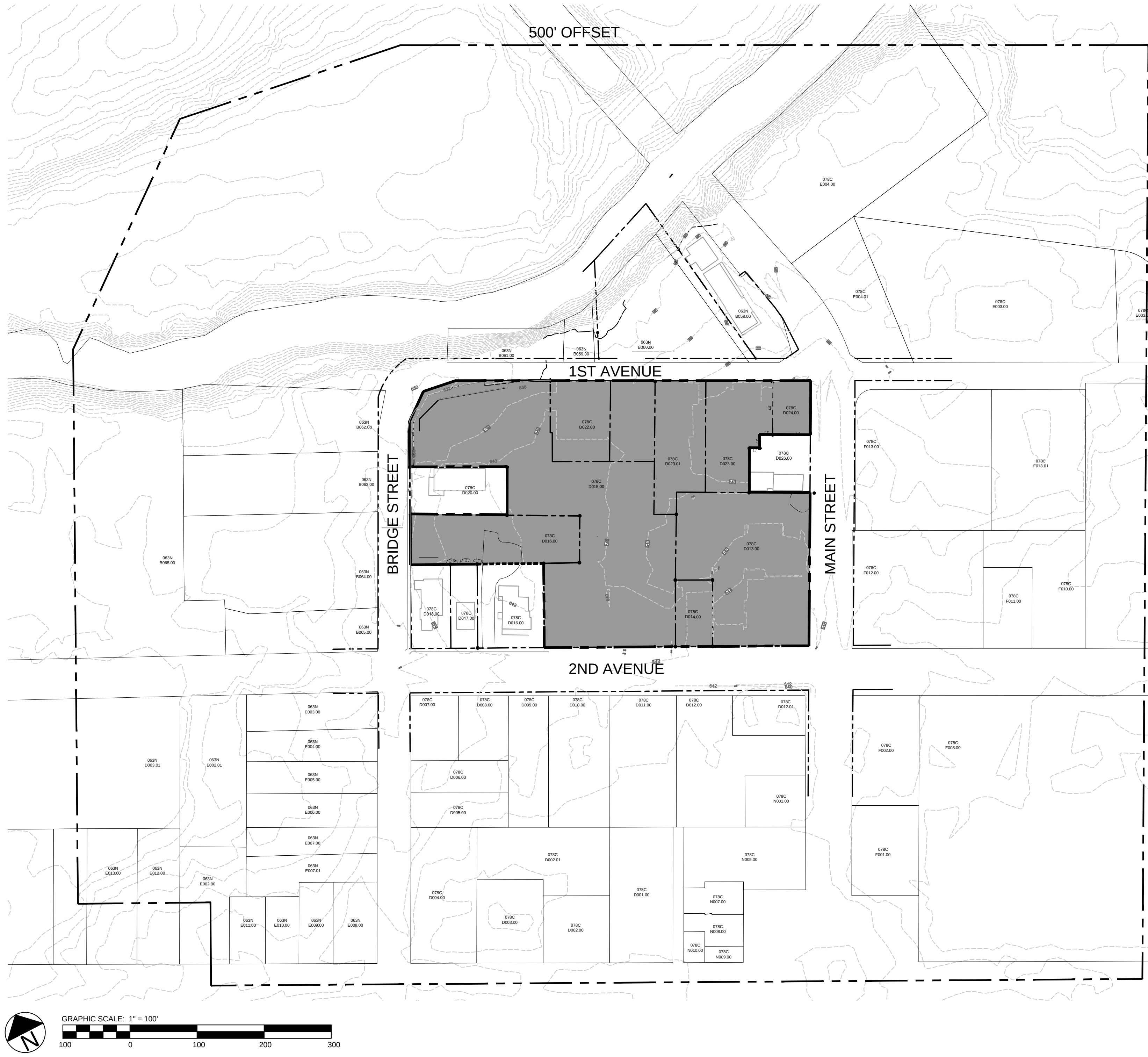
GAMBLE
DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
greggamble209@gmail.com



NOVEMBER 10, 2014
REVISED: DECEMBER 4, 2014

COF # 4712



VICINITY MAP

SCALE 1" = 1000'

LAND USE PLAN COMPLIANCE

CHARACTER AREA OVERLAY: CFCO-1
APPLICABLE DEVELOPMENT STANDARD: TRADITIONAL

1. THIS BLOCK IS LOCATED ON THE NORTH EASTERN CORNER OF THE CENTRAL FRANKLIN CHARACTER AREA 1.
2. THE DEVELOPMENT PATTERN SHOULD FOLLOW THE STANDARDS FOR TRADITIONAL AREAS. THE PROPOSED PUD MASTER PLAN UTILIZES PLANNING AND ARCHITECTURAL PRINCIPLES FOR TRADITIONAL DESIGN. BUILDINGS ARE ORIENTED TO THE STREET. WITH PARKING HIDDEN WITHIN THE CENTER OF THE SITE. BUILDING ELEVATIONS ARE DESIGNED WITH VARYING WIDTHS AND WITH QUALITY EXTERIOR MATERIALS. RESIDENTIAL AND NONRESIDENTIAL ARE INTEGRATED IN THE SAME BLOCK. RETAIL USES ARE LOCATED ON THE STREET LEVEL WITH ON-STREET PARKING ADDED AROUND THE BLOCK FOR PATRON USE.
3. BUILDINGS MAY BE AT A SCALE UP TO THREE STORIES. FOUR STORY BUILDINGS MAY BE PERMITTED PURSUANT TO A PUD IN CERTAIN CIRCUMSTANCES. A MIX OF THREE AND FOUR STORY BUILDINGS ARE PROPOSED WITHIN THE PUD. AS DEPICTED ON SHEET A I.O. MANY THREE STORY COMMERCIAL AND MIXED USE BUILDINGS WITHIN THE CENTRAL FRANKLIN HISTORIC DISTRICT ARE EQUAL TO THE PROPOSED FOUR STORY RESIDENTIAL BUILDING. THE PROPOSED STRUCTURE IS A HEIGHT OF 46 FEET. IN ADDITION, THE FOURTH FLOOR IS RECESSED BACK FROM THE STREET ALONG MAIN STREET AND SECOND AVENUE TO PROVIDE A TRANSITION TO ADJACENT EXISTING STRUCTURES.
4. PARKING SHOULD BE LOCATED TO THE SIDE OR REAR OF THE BUILDINGS FACING THE STREET. A PARKING STRUCTURE HAS BEEN PROVIDED WITHIN THE PUD IN THE CENTER OF THE BLOCK. THE PARKING STRUCTURE IS LINED WITH BUILDINGS ON ALL SIDES. THE ACCESS TO THE GARAGE IS LOCATED ON MAIN STREET, 1ST AVENUE AND 2ND AVENUE.

LOCAL COMPATIBILITY

A MIX OF USES INCLUDING RESIDENTIAL, RETAIL, AND HOTEL COMPLEMENT THE CULTURE AND COMMUNITY OF HISTORIC DOWNTOWN OF FRANKLIN. THE SIXTEEN BLOCK CORE IS A MIX OF RETAIL, OFFICE, RESIDENTIAL, INSTITUTIONAL USES, CIVIC USES, AND OPEN SPACE DEVELOPED OVER TIME BUT WITH TIMELESS ARCHITECTURE AND TRADITIONAL PATTERNS. BUILDINGS ADDRESS THE STREET AND SHARE COMMON SIDE WALLS. BUILDING ARE BETWEEN 25 AND 50 FEET WIDTHS TO MAINTAIN A HUMAN SCALE ALONG THE SIDEWALK. THE PREDOMINATE FOCUS OF RETAIL IN THE DOWNTOWN IS ON MAIN STREET BETWEEN 3RD AVENUE AND 5TH AVENUE. A NEW ANCHOR HOTEL AND RETAIL BETWEEN 1ST AVENUE AND 2ND AVENUE WILL ENCOURAGE A NEW EVOLUTION OF STORE FRONTS TO FILL IN OVER TIME BETWEEN 3RD AND 2ND AS OPPORTUNITIES ARISE.

DOWNTOWN FRANKLIN IS RICH WITH HISTORY. NEW DEVELOPMENT WITHIN THE HISTORIC DOWNTOWN AREA SHOULD COMPLEMENT THE CHARACTER AND PATTERNS ESTABLISHED THROUGH THIS HISTORIC ARCHITECTURE. THE HARPETH SQUARE PUD PROPOSES ARCHITECTURE THAT IS DESIGNED WITH TIMELESS PROPORTIONS AND QUALITY MATERIALS THAT DO NOT PRETEND TO BE FROM ANOTHER TIME, BUT RESONATE WITH AND RESPECT THE HISTORIC ARCHITECTURE THAT IS. LANDMARK BOOK STORE IS ONE OF THE OLDEST BUILDINGS IN THE DOWNTOWN AREA AND IT IS LOCATED ON THE HARPETH SQUARE BLOCK. THIS ARCHITECTURAL ICON APPEARS TO HAVE BEEN FORGOTTEN ABOUT OVER TIME AS NEW BUILDINGS WERE BUILT AROUND IT. WITH THE PROPOSED PUD, THIS HISTORIC BUILDING BECOMES CENTRAL FOCUS ON MAIN STREET ANCHORING THE MID-BLOCK ENTRY TO THE SITE.

BUILDINGS IN THE CENTRAL FRANKLIN CHARACTER AREA VARY IN HEIGHT FROM AROUND 26 FEET IN A ONE STORY BUILDING TO AS TALL AS 56 FOOT HIGH MASONIC LODGE ON 2ND AVENUE. MANY OF THE COMMERCIAL BUILDINGS HAVE OVERALL HEIGHTS AROUND 40 TO 47 FEET. COMMERCIAL BUILDINGS TEND TO HAVE FLOOR TO FLOOR HEIGHTS THAT ARE TALLER THAN RESIDENTIAL BUILDINGS. A THREE STORY COMMERCIAL BUILDING IS OFTEN EQUAL TO OR TALLER THAN A FOUR STORY RESIDENTIAL BUILDING AS IS THE CASE WITH HARPETH SQUARE. THE FOUR STORY BUILDING PROPOSED IN THE PUD ARE 46 FEET IN HEIGHT. THE FOURTH FLOOR IS DESIGNED TO BE RECESSED BACK ALONG MAIN STREET, BRIDGE STREET, AND 2ND AVENUE WHERE THE PERCEIVED HEIGHT FROM THE STREET IS 36 FEET. THIS IS A TRANSITIONAL FEATURE DESIGNED FOR COMPATIBILITY WITH THE ADJACENT EXISTING BUILDINGS.

THE BUILDING FRONTAGE ALONG 1ST AVENUE IS ALSO FOUR STORIES IN HEIGHT. EXISTING BUILDINGS ALONG 1ST AVENUE ARE CONSTRUCTED WITHIN 3 TO 4 FEET OF THE ASPHALT. WITH THE DEVELOPMENT OF THE PUD, BUILDINGS ALONG 1ST AVENUE WILL BE RECESSED 20 FEET TO ACCOMMODATE ON-STREET PARKING, STREET TREES, AND AN 11 FOOT SIDEWALK. BUILDINGS ARE DESIGNED WITH BASE, MIDDLE, AND TOP. THE TOP IN THIS CASE WILL BE THE FORTH FLOOR, AND WILL BE DESIGNED WITH LIGHTER COLORS AND MORE GLASS. THIS EFFECT PRODUCES A DOMINATE 3-STORIES AND VISUALLY RECESSES THE 4TH FLOOR. THE 46 FOOT BUILDING HEIGHT IS BALANCED ON THE RIVER SIDE BY THE DOWNEYING TREE CANOPY ESTABLISHED ALONG THE BANKS OF THE HARPETH.

INCOMPATIBLE USE BUFFER

NOT APPLICABLE

PARKLAND DEDICATION

PARKLAND DEDICATION SHALL BE FEE IN LUE FOR THIS DEVELOPMENT PLAN.

35 X 1200SF = 42,000 SF 112 X 600SF = 67,200 SF
TOTAL PARKLAND DEDICATION AREA: 109,200 SF
(SEE MODIFICATION OF STANDARDS REQUEST)

HYDRANT FIRE FLOW

WATER MAIN 16" DUCTILE IRON
FLOW: 1455 GPM
STATIC PRESSURE: 99 PSI
RESIDUAL PRESSURE: 75 PSI

STREAMSIDE BUFFER ENHANCEMENT

ENHANCEMENT SHALL INCLUDE REMOVAL OF INVASIVE SPECIES AND THE RE-ESTABLISHMENT OF NATIVE SPECIES WHICH PROVIDES A MIX OF CANOPY TREES, UNDERSTORY SHRUBS, AND A NATIVE SEED MIX OF FORBES/GRASSES/SEDGES/SPRUES SUITABLE FOR A MOIST SHADED UNDERSTORY ALONG THE BANKS OF THE HARPETH RIVER.

THERE SHALL BE NO CLEARING, GRADINGS, CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION ALLOWED IN THE STREAM BUFFER EXCEPT AS PERMITTED BY THE CITY ENGINEER.

ENHANCEMENT SHALL BE ABOVE THE NORMAL HIGH WATER MARK ONLY, AND SHALL BE BETWEEN THE NORMAL HIGH WATER MARK WITHIN THE 60 FOOT RIPARIAN BUFFER.

PHASING

HARPETH SQUARE PUD WILL BE DEVELOPED IN ONE PHASE.

CONNECTIVITY INDEX

NOT APPLICABLE

STATEMENT OF IMPACTS:

WATER
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. THE WATER MAIN WILL BE SERVED FROM A MAIN AND ALONG 1ST AVENUE.

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

DRAINAGE FACILITIES
THE PROPERTY WILL BE DRAINED TO THE HARPETH RIVER. THIS PUD PROPOSAL INCLUDES THE DEVELOPMENT OF THE CITY OF FRANKLIN'S DETENTION FACILITY WITHIN BICENTENNIAL PARK. EXISTING ROADWAY AND AREA DRAINS WITH DIRECT DISCHARGE INTO THE HARPETH RIVER ALONG 1ST AVENUE WILL BE ABANDONED. STORMWATER WILL BE TREATED PER THE CITY OF FRANKLIN'S STORMWATER MANAGEMENT REQUIREMENTS.

POLICE AND FIRE
FRANKLIN FIRE DEPT STATION #1 - 0.75 MILES DRIVING DISTANCE
COLUMBIA AVE POLICE STATION - 0.53 MILES DRIVING DISTANCE

RECREATION FACILITIES
LIBERTY PARK - 3.0 MILES DRIVING DISTANCE

PROJECTED STUDENT POPULATION
THE STUDENT POPULATION IS PROJECTED AT A RATE OF .64 STUDENTS PER HOME: 150 X .23 = 35 STUDENTS
JOHNSON ELEMENTARY SCHOOL 0.92 MILES
FREEDOM MIDDLE SCHOOL 1.62 MILES
FRANKLIN HIGH SCHOOL 1.72 MILES

REFUSE COLLECTION
REFUSE COLLECTION SERVICE WILL BE PROVIDED BY PRIVATE COLLECTION.

RESTRICTIVE COVENANTS
A BUSINESS ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY. COMMON AREAS WILL BE MAINTAINED JOINTLY WHERE GOVERNED BY THE ASSOCIATION DOCUMENTS.

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

MAJOR THOROUGHFARE PLAN
LOCAL STREET IMPACTS ARE ADDRESSED IN THE TRAFFIC REPORT PROVIDED BY GILLIAN FISCHBACH TRANSPORTATION ENGINEERING. ACCESS TO THE SITE WILL BE PROVIDED WITH CURB CUTS TO MAIN STREET, 1ST AVENUE, AND 2ND AVENUE. SIDEWALKS WILL BE PROVIDED AROUND THE BLOCK WITHIN THE STREET RIGHT-OF-WAY AND WILL CONNECT TO THE EXISTING RIGHT-OF-WAY. SECTIONS OF RIGHT-OF-WAY ARE PLANNED TO BE ADDED TO THE RIGHT-OF-WAY ALONG 1ST AVENUE, AND A PORTION OF RIGHT-OF-WAY ON 2ND AVENUE IS PLANNED TO BE REDUCED. THE INTENT AND THE DESIGN STANDARDS OF COP PROJECT 51, 1ST AVENUE STREETScape, IS INTENDED TO BE CONSTRUCTED WITH THE DEVELOPMENT OF HARPETH SQUARE.

HARPETH SQUARE HAS SEVERAL CONDITIONS FOR IMPROVING OFFSITE ROADWAYS CONCURRENTLY WITH THE DEVELOPMENT OF THE PROPERTY. 1) MAIN STREET WILL BE RE-STRIPED FROM LANCASTER DRIVE TO 1ST AVENUE TO PROVIDE A DEDICATED RIGHT TURNLANE, A THROUGH LANE, AND A LEFT TURN LANE FOR TRAFFIC ENTERING DOWNTOWN. 2) A TRAFFIC LIGHT IS WARRANTED AND WILL BE INSTALLED AT THE INTERSECTION OF 2ND AVENUE AND BRIDGE STREET. 3) 1ST AVENUE WILL BE REALIGNED PER THE CITY OF FRANKLIN ENGINEERING RECOMMENDATIONS AT THE INTERSECTION OF BRIDGE STREET.

THE PHASING AND BONDING REQUIREMENTS FOR THESE OFF-SITE ROADWAY IMPROVEMENTS WILL BE ESTABLISHED WITH THE SITE PLAN APPROVAL PROCESS. ALL OFFSITE IMPROVEMENTS SHALL BE COMPLETED PRIOR TO THE 1ST CERTIFICATE OF OCCUPANCY ASSOCIATED WITH THE DEVELOPMENT.

LEGAL DESCRIPTION

133 1ST AVENUE NORTH: TAX MAP 078C, PARCEL 22.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5883, PAGE 817 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

122 2ND AVENUE NORTH: TAX MAP 078C, PARCEL 15.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 2661, PAGE 392 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

109 1ST AVENUE NORTH: TAX MAP 078C, PARCEL 23.01, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5796, PAGE 850 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

107 1ST AVENUE NORTH: TAX MAP 078C, PARCEL 23.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5889, PAGE 456 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

104 EAST MAIN STREET: TAX MAP 078C, PARCEL 24.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5781, PAGE 407 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

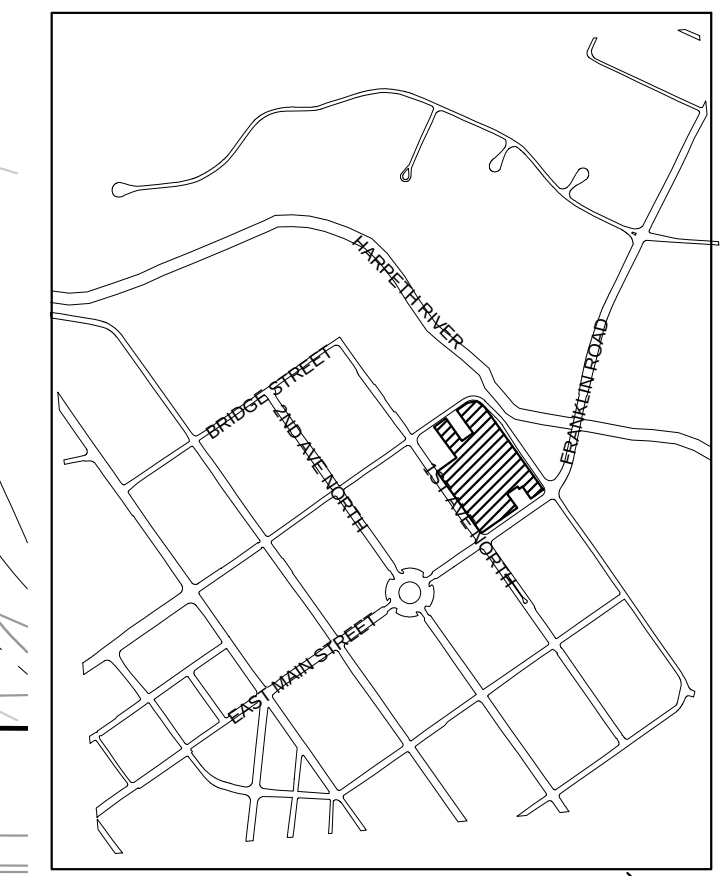
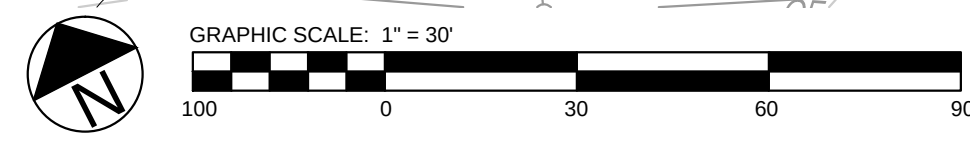
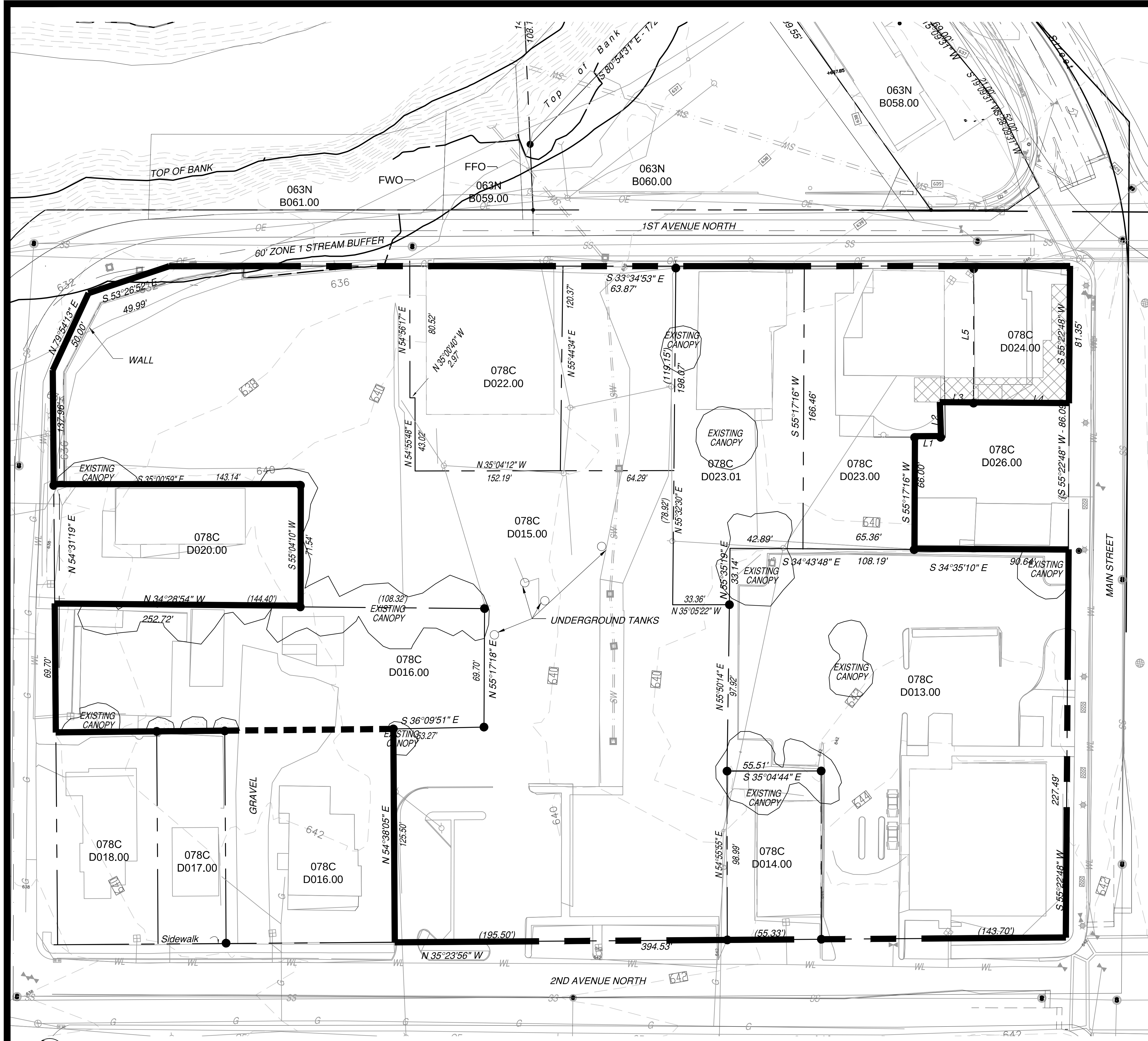
112 2ND AVENUE NORTH: TAX MAP 078C, PARCEL 14.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5789, PAGE 586 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

198 EAST MAIN STREET: TAX MAP 078C, PARCEL 13.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5882, PAGE 215 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

A PORTION OF 134 2ND AVENUE NORTH: TAX MAP 078C, PARCEL 16.00, BEGINNING AT A POINT IN THE EASTERN RIGHT-OF-WAY (ROW) OF BRIDGE STREET, SAID POINT BEING THE POINT OF BEGINNING, THENCE WITH SAID ROW, N54°31'31"E, A DISTANCE OF 69.70 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL 20.00 OF TAX MAP 78; THENCE LEAVING SAID ROW AND ALONG THE SHARED PROPERTY LINE WITH PARCEL 20.00 OF TAX MAP 78, S34°25'21"E, A DISTANCE OF 251.72 FEET TO A POINT, SAID POINT BEING A SHARED PROPERTY CORNER WITH PARCEL 15.00 OF TAX MAP 78; THENCE ALONG THE SHARED PROPERTY LINE WITH PARCEL 15.00 OF TAX MAP 78, S55°17'18"W, A DISTANCE OF 89.30 FEET TO A POINT, SAID POINT BEING A SHARED PROPERTY CORNER WITH PARCEL 15.00 OF TAX MAP 78; THENCE ALONG THE SHARED PROPERTY LINE WITH PARCEL 15.00 OF TAX MAP 78, N85°09'51"W, A DISTANCE OF 53.27 FEET TO A POINT, SAID POINT BEING A SHARED PROPERTY CORNER WITH PARCEL 15.00 OF TAX MAP 78; THENCE ACROSS PARCEL 16.00, A DISTANCE OF 99.17, N69°09'51"W, TO A POINT SHARED WITH PARCEL 17.00; THENCE ALONG THE SHARED PROPERTY LINE WITH PARCEL 17.00 OF TAX MAP 78, N36°09'51"W, A DISTANCE OF 40.80 FEET TO A SHARED PROPERTY CORNER WITH PARCELS 17.00 AND 18.00; THENCE ALONG THE SHARED PROPERTY LINE WITH PARCEL 18.00 OF TAX MAP 78, N46°09'51"W, A DISTANCE OF 59.31 FEET TO THE POINT OF BEGINNING.

ADJACENT PROPERTY OWNERS

PRCLID	Property Address	Owner	Owner Address	City	State	ZIP	Zoning	Zoning Overlays	Character Area	Dev Standard	Ex Landuse
063N-005700	151 FRANKLIN RD	BETHURUM ALVA JEFFERSON	151 FRANKLIN RD	FRANKLIN	TN	37064	R-1	HPO, FFO, FWO, HHO	CFCO-1	EITHER	AGRICULTURE
063N-005800	94 98 E MAIN ST	FIRST AND MAIN LLC	PO BOX 577	FRANKLIN	TN	37065	CC	HPO, FFO, FWO, HHO	CFCO-1	TR	RETAIL
063N-005900	140 1ST AVE N	TYWATER EARL	2033 CARTERS CREEK PK	FRANKLIN	TN	37064	CC	HPO, FFO, FWO, HHO	CFCO-1	TR	VACANT
063N-006000	107 1ST AVE N	FIRST & MAIN LLC	PO BOX 577	FRANKLIN	TN	37065	CC	HPO, FFO, FWO, HHO	CFCO-1	TR	COMMERCIAL
063N-006100	144 1ST AVE N	TYWATER WILLIAM EARL	2033 CARTERS CREEK PK	FRANKLIN	TN	37064	CC	HPO, FFO, FWO, HHO	CFCO-1	TR	VACANT
063N-006200	106 BRIDGE ST	ANDERSON LEE A	503 MURFREESBORO RD	FRANKLIN	TN	37064	CC	HPO, FFO, FWO, HHO	CFCO-1	TR	INDUSTRIAL
063N-006300	108 BRIDGE ST	OLDE TOWNE FRANKLIN PROP LLC	PO BOX 563	FRANKLIN	TN	37065	CC	HPO, FFO, FWO	CFCO-1	TR	RETAIL
063N-006400	112 BRIDGE ST	HERITAGE FOUNDATION OF FRANKLIN & WI	PO BOX 723	FRANKLIN	TN	37065-0723	CC	HPO, FFO, FWO	CFCO-1	TR	INSTITUTIONAL
063N-006500	240-242 2ND AVE N	WORLEY AUTO PARTS & CRUSHING OF FRAN	PO BOX 1487	OLIVE BRANCH	MS	38654	CC	HPO, FFO, FWO, HHO	CFCO-1	TR	INDUSTRIAL
063N-006501	144 BRIDGE ST	LYNCH GEORGE DWIGHT	4813 BYRD LN	FRANKLIN	TN	37066	CC	HPO, FFO	CFCO-1	TR	RETAIL
063N-000101	110 FRANKLIN RD	BATTLE GROUND ACADEMY	P O BOX 1889	FRANKLIN	TN	37065	R-2	HPO, FFO, FWO, HHO	CFCO-1	EITHER	INSTITUTIONAL
063N-000201	N MARGIN ST	MOORE ROBERT N JR	2406 GOOSE CREEK BY PASS	FRANKLIN	TN	37064	OR	HPO, FFO, FWO, HHO	CFCO-1	TR	VACANT
063N-000202	218 3RD AVE N	LANTZ ENTERPRISES LLC	218 3RD AVE N	FRANKLIN	TN	37064	OR	HPO, FFO, FWO	CFCO-1	TR	MIXED USE
063N-000201	2ND AVE	CLAY J SENIOR CITIZENS CENTER OF W	420 BRIDGE ST	FRANKLIN	TN	37064	OR	HPO, FFO, FWO, HHO	CFCO-1	TR	RECREATION
063N-000300	202 BRIDGE ST	WILLIAMSON COUNTY	1320 WEST MAIN ST	FRANKLIN	TN	37064	OR	HPO, FFO	CFCO-1	TR	COMMERCIAL
063N-000400	206 BRIDGE ST	COUTRAS EVANGELAS E	140 MIDDLEBORO CIR	FRANKLIN	TN	37064	OR	HPO, FFO, FWO	CFCO-1	TR	OFFICE
063N-000500	210 BRIDGE ST	BARKER ROY E JR	210 BRIDGE ST	FRANKLIN	TN	37064	OR	HPO, FFO, FWO	CFCO-1	TR	RESIDENTIAL
063N-000600	214 BRIDGE ST	ALCOTT RUDOLPH PROPERTIES II	414 BRIDGE ST	FRANKLIN	TN	37064	OR	HPO, FFO, FWO	CFCO-1	TR	OFFICE
063N-000700	216 BRIDGE ST	SMITHSON DONALD ALLEN	4106 SHEFFIELD LN	GREENBRIER	TN	37073	OR	HPO, FFO, FWO	CFCO-1	TR	RESIDENTIAL
063N-000701	220 BRIDGE ST	SMITHSON DONALD ALLEN	4106 SHEFFIELD LN	GREENBRIER	TN	37073	OR	HPO, FFO, FWO	CFCO-1	TR	RESIDENTIAL
063N-000800	202 3RD AVE N	PLATTSMER DANIEL R SR	202 THIRD AVE N	FRANKLIN	TN	37064	OR	HPO	CFCO-1	TR	RESIDENTIAL
063N-000900	204 3RD AVE N	OGILVIE JAMES F	400 SUGARTREE LN #200	FRANKLIN	TN	37064	OR	HPO, HHO	CFCO-1	TR	INSTITUTIONAL
063N-001000	210 3RD AVE N	COMER WILLIAM TERRY	P O BOX 1265	FRANKLIN	TN	37065	OR	HPO, HHO	CFCO-1	TR	OFFICE
063N-001100	216 3RD AVE N	BURCHAM GRAHAM	216 3RD AVE N	FRANKLIN	TN	37064	OR	HPO, HHO	CFCO-1	TR	OFFICE
063N-001200	224 3RD AVE N	COLEMAN MERVYN R	103 EVERBRIGHT AVE	FRANKLIN	TN	37064	OR	HPO, FFO, HHO	CFCO-1	TR	OFFICE
078C-000100	110 3RD AVE N	INMAN GORDON E	2463 HIDDEN RIVER LN	FRANKLIN	TN	37069	CC	HPO	CFCO-1	TR	COMMERCIAL
078C-000200	118 3RD AVE N	RON SHUFF FAMILY PARTNERSHIP LP	118 3RD AVE N	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	RETAIL
078C-000201	3RD AVE	INMAN GORDON E	2463 HIDDEN RIVER LN	FRANKLIN	TN	37069	CC	HPO	CFCO-1	TR	COMMERCIAL
078C-000300	126 3RD AVE N	YUSPEH ALAN R	126 3RD AVE N	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	RESIDENTIAL
078C-000400	138 3RD AVE N	HILL EDWARD MONROE	138 3RD AVE N	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	OFFICE
078C-000500	223 BRIDGE ST	SHUFF RONALD L	118 3RD AVE N	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	RESIDENTIAL
078C-000600	227 BRIDGE ST	HASSELL ROBERT H II	227 BRIDGE ST	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	OFFICE
078C-000700	145 2ND AVE N	SHUFF RONALD L	127 2ND AVE N	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	RESIDENTIAL
078C-000800	135 2ND AVE N	SHUFF RONALD L	127 2ND AVE N	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	OFFICE
078C-000900	127 2ND AVE N B	SHUFF RONALD L	118 3RD AVE N	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	COMMERCIAL
078C-001000	127 2ND AVE N A	SHUFF RONALD L	118 3RD AVE N	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	RETAIL
078C-001100	121 2ND AVE N	GANNETT GEORGIA LP	7950 JONES BRANCH DR	MCLEAN	VA	22107	CC	HPO	CFCO-1	TR	OFFICE
078C-001200	208 E MAIN ST	INMAN GORDON E	2463 HIDDEN RIVER LN	FRANKLIN	TN	37069	CC	HPO	CFCO-1	TR	OFFICE
078C-001201	206 E MAIN ST	INMAN GORDON E	2463 HIDDEN RIVER LN	FRANKLIN	TN	37069	CC	HPO	CFCO-1	TR	RETAIL
078C-001300	198 E MAIN ST	HARPETH ASSOCIATES LLC	144 SOUTHEAST PKWY #230	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	OFFICE
078C-001400	112 2ND AVE N	HARPETH ASSOCIATES LLC	PO BOX 577	FRANKLIN	TN	37065	CC	HPO	CFCO-1	TR	OFFICE
078C-001500	122 2ND AVE N	JANMAR DEVELOPMENT LLC	PO BOX 577	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	VACANT
078C-001600	134 2ND AVE N	DANMARK COMPANY	2060 HILLSBORO RD	FRANKLIN	TN	37069	CC	HPO	CFCO-1	TR	RESIDENTIAL
078C-001700	142 2ND AVE N	HAYES PAT	142 2ND AVE N	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	RETAIL
078C-001800	144 2ND AVE N	ENTRUST TENNESSEE INC	750 OLD HICKORY BLVD B2 STE 150	BRENTWOOD	TN	37027	CC	HPO	CFCO-1	TR	RESIDENTIAL
078C-002000	111 BRIDGE ST	HAYNES SHARON R	8321 HWY 25 EAST	CROSS PLAINS	TN	37049	CC	HPO	CFCO-1	TR	RETAIL
078C-002200	133 1ST AVE N	HARPETH ASSOCIATES LLC	144 SE PARKWAY STE 230	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	INDUSTRIAL
078C-002300	107 1ST AVE N	SHUFF RON FAMILY PARTNERSHIP	127 2ND AVE N	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	OFFICE
078C-002301	109 1ST AVE N	HARPETH ASSOC LLC	144 SOUTHEAST PKWY #230	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	RETAIL
078C-002400	104 E MAIN ST	HARPETH ASSOCIATES LLC	PO BOX 577	FRANKLIN	TN	37065	CC	HPO	CFCO-1	TR	RESIDENTIAL
078C-002600	114 E MAIN ST	TOMLIN FAMILY PROPERTIES G P	5866 E ASHLAND DR	NASHVILLE	TN	37215	CC	HPO	CFCO-1	TR	RESIDENTIAL
078C-003000	121 1ST AVE S	121 FIRST AVENUE SOUTH LLC	121 1ST AVE S #240	FRANKLIN	TN	37064	CC	HPO, FFO	CFCO-1	TR	OFFICE
078C-003001	131 1ST AVE S	CHRISTUS GARDENS INC	109 CHURCH ST	FRANKLIN	TN	37064	CC	HPO, FFO	CFCO-1	TR	VACANT
078C-004000	95 E MAIN ST	CROSSFIRE DEVELOPMENT LLC	121 FIRST AVE S	FRANKLIN	TN	37064	CC	HPO, FFO, FWO, HHO	CFCO-1	TR	VACANT
078C-004001	99 E MAIN ST	DOTSON'S RESTAURANT INC	99 E MAIN ST	FRANKLIN	TN	37064	CC	HPO, FFO	CFCO-1	TR	RETAIL
078C-005000	157 AVE	UGON MATTHEW C	110 WINDSLOW RD	FRANKLIN	TN	37064	CC	HPO, FFO, FWO, HHO	CFCO-1	TR	VACANT
078C-000100	231 PUBLIC SQ	FIRST TENNESSEE BANK NATIONAL ASSOC	CORP TAX MD 3 PO BOX 84	MEMPHIS	TN	38101	CC	HPO	CFCO-1	TR	OFFICE
078C-000200	209 E MAIN ST	WILT TOBY STARCK JR ETAL	1265 3RD AVE N	NASHVILLE	TN	37208	CC	HPO	CFCO-1	TR	COMMERCIAL
078C-000300	108 1ST AVE N	CITY OF FRANKLIN	PO BOX 305	FRANKLIN	TN	37065	CC	HPO, FFO, FWO	CFCO-1	TR	INSTITUTIONAL
078C-000500	108 CHURCH ST	OSBURN P PERRY	1070 OSBURN HOLLOW RD	ARRINGTON	VA	20104	CC	HPO	CFCO-1	TR	RESIDENTIAL
078C-001000	133 2ND AVE S	CHURCH CATHOLIC ROMAN	113 2ND AVE S	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	INSTITUTIONAL
078C-001100	125 2ND AVE S	MASONIC LODGE	125 2ND AVE S	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	INSTITUTIONAL
078C-001200	113 2ND AVE S	CHURCH CATHOLIC ROMAN	113 2ND AVE S	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	INSTITUTIONAL
078C-001300	101 E MAIN ST	KMIC EDWARD U REV BISHOP ROMAN CATH	113 2ND AVE S	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	INSTITUTIONAL
078C-001301	124 1ST AVE S	JORDAN DAN H	P O BOX 150865	NASHVILLE	TN	37215	CC	HPO	CFCO-1	TR	OFFICE
078CBA00100	212 14 E MAIN ST	DEPREIST WILLIAM T	2060 HILLSBORO RD	FRANKLIN	TN	37069	CC	HPO	CFCO-1	TR	RESIDENTIAL
078CBA00500	228 PUBLIC SQ	INMAN GORDON E	38 FOUNTAIN SQ PLAZA	CINCINNATI	OH	45263	CC	HPO	CFCO-1	TR	OFFICE
078CBA00600	221 PUBLIC SQ	TONGOR KENNETH E	234 PUBLIC SQUARE	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	OFFICE
078CBA00700	226 PUBLIC SQ	BERRY NANCY L	39 BERRY CIR	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	OFFICE
078CBA00800	228 PUBLIC SQ	BILINGTON HARRY LE	117 LEWISBURG AVE	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	OFFICE
078CBA01000	3RD AVE	BERRY NANCY L RE	309 BERRY CR	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	COMMERCIAL



VICINITY MAP
SCALE 1" = 1000'

SITE DATA:

PROJECT NAME: HARPETH SQUARE
PROPOSED ZONING: SD-X 34.17, 39650, 115
PROJECT NUMBER: 4712
SUBDIVISION: ...
LOT NUMBER: ...
ADDRESS: 198 E MAIN ST
112 2ND AVENUE N
122 2ND AVENUE N
134 2ND AVENUE N
133 1ST AVENUE N
107 1ST AVENUE N
109 1ST AVENUE N
104 E MAIN ST

CITY: FRANKLIN, TN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 14TH CIVIL DISTRICT

EXISTING ZONING: CENTRAL COMMERCIAL (CC)
CHARACTER OVERLAY: CENTRAL FRANKLIN CHARACTER AREA 1 (CFCO1)
OTHER APPLICABLE OVERLAYS: HPO, FFO, FWO
APPLICABLE DEVELOPMENT STANDARD: TRADITIONAL
ACREAGE OF SITE: 4.42 AC
SQUARE FOOTAGE OF SITE: 102,541 SF
MINIMUM REQUIRED SETBACK LINES: PER DEVELOPMENT PLAN

OWNER: JAYMAR DEVELOPMENT
JAY FRANKS
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
615.300.0001
jfrank@j300.com

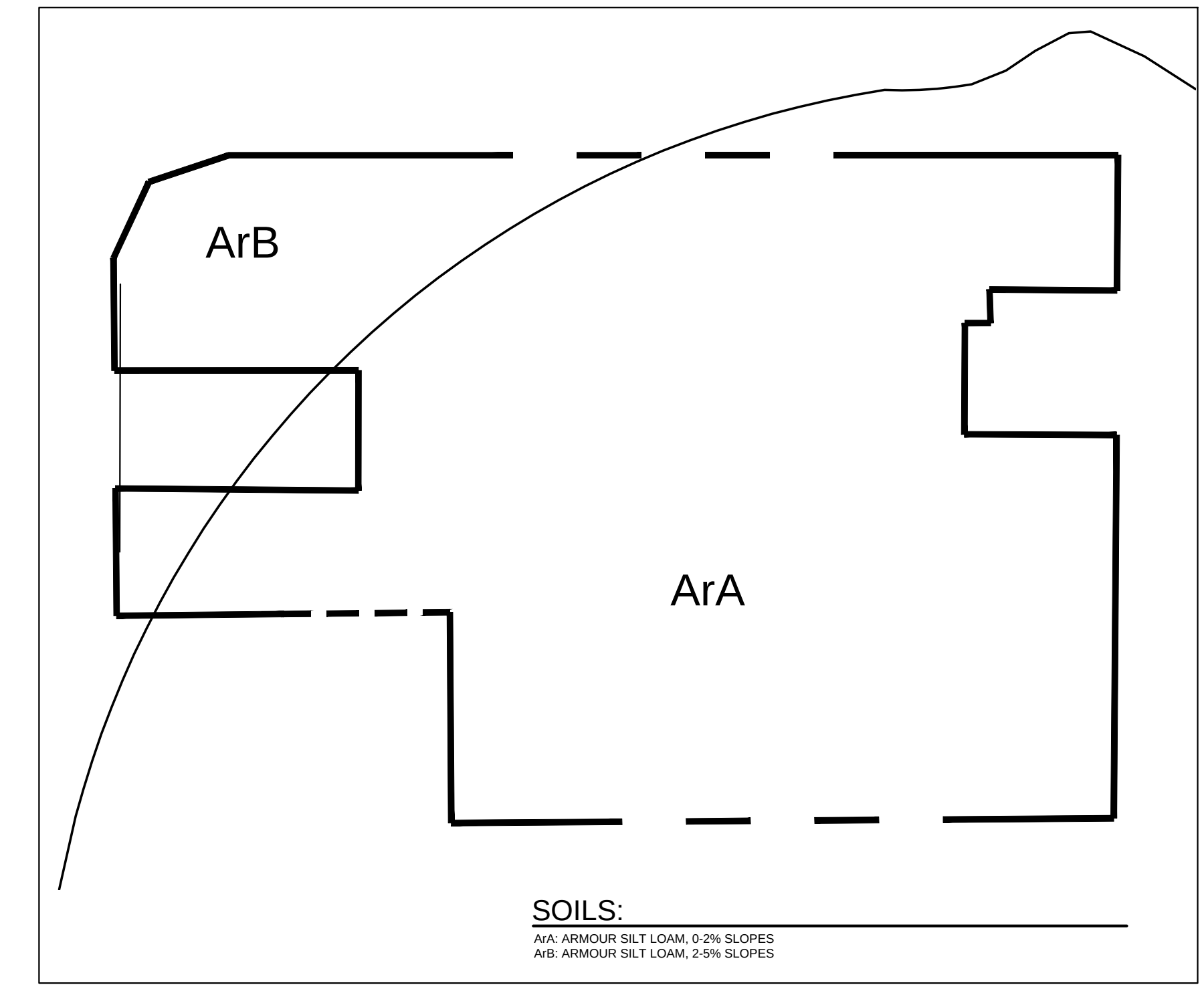
HARPETH ASSOCIATES LLC
J. RODERICK HELLER III
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
202.257.5260
roderickheller10@gmail.com

DANMARK COMPANY
WILLIAM DEPRIEST
2060 HILLSBORO ROAD
FRANKLIN, TN 37069
615.794.2808
depriestcompany@att.net

RON SHUFF FAMILY PARTNERSHIP
RONALD L. SHUFF
127 2ND AVENUE NORTH
FRANKLIN, TN 37064

APPLICANT: GAMBLE DESIGN COLLABORATIVE, LLC
144 SOUTHEAST PARKWAY, SUITE 200
FRANKLIN, TN 37064
CONTACT: GREG GAMBLE
EMAIL: greggambledesign@gmail.com
PHONE: (615) 975-5765

BUILDING SQUARE FOOTAGE: (SEE DEVELOPMENT DATA CHART, C2.0)
BUILDING COVERAGE: 63.2%
BUILDING HEIGHT: UP TO 4 STORIES, MAX 54' FOR HOTEL USE AND MAX 53' FOR OTHER USES TO TOP OF PARAPET
LANDSCAPE SURFACE RATIO: 0.15 (SEE MOS REQUEST C2.3)
MINIMUM LANDSCAPE RATIO: 0.20 (SEE MOS REQUEST C2.3)
INCOMPATIBLE-USE BUFFER REQUIRED: NO
MAXIMUM PARKING LIMIT: (SEE DEVELOPMENT DATA CHART, C2.0)
EXISTING PARKING (IF APPLICABLE): N/A
PARKING PROVIDED: (SEE DEVELOPMENT DATA CHART, C2.0)
RESIDENTIAL DENSITY: 34.17 DU/A
TREE CANOPY: .01 AC PRESERVED (SEE MOS REQUEST C2.3)
OPEN SPACE (FORMAL, INFORMAL, AND TOTAL): 0.13 AC
FORMAL REQUIRED: 0.13 AC (3% OF SITE)
INFORMAL REQUIRED: 0 AC



SOILS:
ArA: ARMOUR SILT LOAM, 0-2% SLOPES
ArB: ARMOUR SILT LOAM, 2-5% SLOPES

PRCL ID	Property Address	Owner	Owner Address	City	State	ZIP	Zoning	Zoning Overlays	Character Area	Dev Standard	Ex Landuse	AC	SF	BLDG. SF
078C-D01300	198 E MAIN ST	HARPETH ASSOCIATES LLC	144 SOUTHEAST PKWY #230	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	OFFICE	0.96	41,759.15	14,068
078C-D01400	112 2ND AVE N	HARPETH ASSOCIATES LLC	PO BOX 577	FRANKLIN	TN	37065	CC	HPO	CFCO-1	TR	OFFICE	0.13	5,487.71	3,734
078C-D01500	122 2ND AVE N	JAYMAR DEVELOPMENT LLC	PO BOX 577	FRANKLIN	TN	37065	CC	HPO	CFCO-1	TR	VACANT	1.97	83,205.35	/
078C-D01600	134 2ND AVE N	DANMARK COMPANY	2060 HILLSBORO RD	FRANKLIN	TN	37069	CC	HPO	CFCO-1	TR	RESIDENTIAL	0.42	18,226	/
078C-D02200	133 1ST AVE N	HARPETH ASSOCIATES LLC	144 SE PARKWAY STE 230	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	INDUSTRIAL	0.25	10,940.93	4,212
078C-D02300	107 1ST AVE N	SHUFF RON FAMILY PARTNERSHIP	127 2ND AVE N	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	OFFICE	0.34	14,905.85	3,698
078C-D02301	109 1ST AVE N	HARPETH ASSOC LLC	144 SOUTHEAST PKWY #230	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	RETAIL	0.31	13,876.95	3,656
078C-D02400	104 E MAIN ST	HARPETH ASSOCIATES LLC	PO BOX 577	FRANKLIN	TN	37065	CC	HPO	CFCO-1	TR	RESIDENTIAL	0.1	4,344.91	2,206
												4.48	192,746.85	

REZONING REQUEST
HARPETH SQUARE PUD SUBDIVISION
TAX MAP 78 C, PARCELS 13, 14, 15, 16, 20, 23, 23.01, 24, 26
FRANKLIN, TENNESSEE

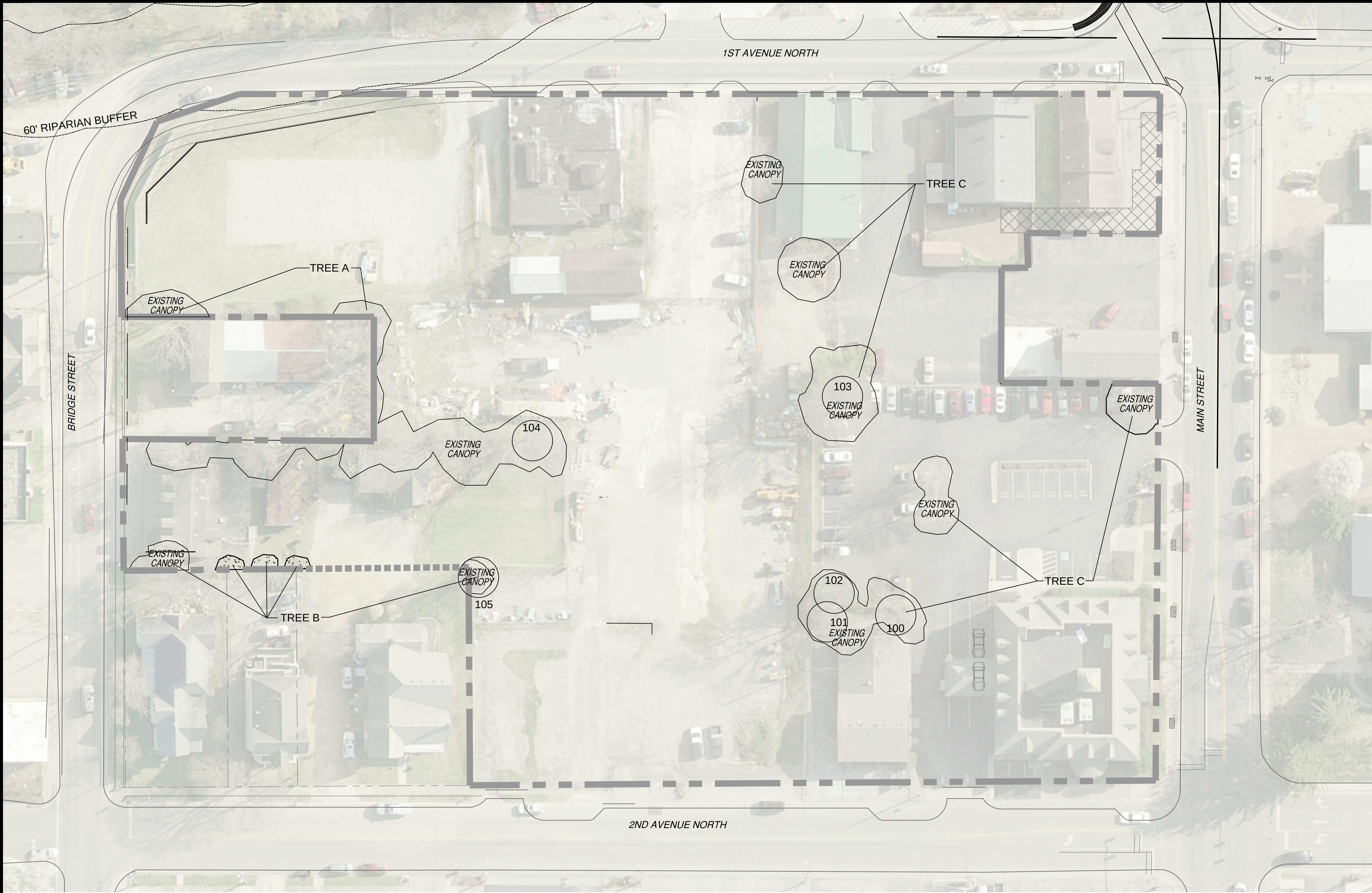


GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggambledesign@gmail.com
615.975.5765

EXISTING
CONDITIONS

COF# 4712

C2.0



SITE DATA:

PROJECT NAME: HARPETH SQUARE
PROPOSED ZONING: SD-X 34.17, 33650, 115
PROJECT NUMBER: 4712
SUBDIVISION: ...
LOT NUMBER: 198 E MAIN ST
ADDRESS: 112 2ND AVENUE N
122 2ND AVENUE N
134 2ND AVENUE N
133 1ST AVENUE N
107 1ST AVENUE N
109 1ST AVENUE N
104 E MAIN ST

CITY: FRANKLIN, TN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 14TH CIVIL DISTRICT

EXISTING ZONING: CENTRAL COMMERCIAL (CC)
CHARACTER OVERLAY: CENTRAL FRANKLIN CHARACTER AREA 1 (CFC01)
OTHER APPLICABLE OVERLAYS: HPO, FPD, FWO
APPLICABLE DEVELOPMENT STANDARD: TRADITIONAL
ACREAGE OF SITE: 4.42 AC
SQUARE FOOTAGE OF SITE: 192,541 SF
MINIMUM REQUIRED SETBACK LINES: PER DEVELOPMENT PLAN

OWNER: JAYMAR DEVELOPMENT
JAY FRANKS
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
615.300.0001
jfrank330@gmail.com

HARPETH ASSOCIATES LLC
J. RODERICK HELLER III
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
202.257.5260
roderickheller10@gmail.com

DANMARK COMPANY
WILLIAM DEPRIEST
2060 HILLSBORO ROAD
FRANKLIN, TN 37069
615.794.2908
depriestcompany@att.net

RON SHUFF FAMILY PARTNERSHIP
RONALD L. SHUFF
227 2ND AVENUE NORTH
FRANKLIN, TN 37064

APPLICANT:

GAMBLE DESIGN COLLABORATIVE, LLC
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
CONTACT: GREG GAMBLE
EMAIL: greggambler209@gmail.com
PHONE: (615) 975-5765

BUILDING SQUARE FOOTAGE: (SEE DEVELOPMENT DATA CHART. C2.0)
BUILDING COVERAGE: 63.2%
BUILDING HEIGHT: UP TO 4 STORIES, MAX 54' FOR HOTEL USE AND
MAX 51' FOR OTHER USES TO TOP OF PARAPET
LANDSCAPE SURFACE RATIO: 0.15 (SEE MOS REQUEST C2.3)
MINIMUM LANDSCAPE RATIO: 0.20 (SEE MOS REQUEST C2.3)
INCOMPATIBLE-USE BUFFER REQUIRED: NO
MINIMUM PARKING REQUIRED: (SEE DEVELOPMENT DATA CHART. C2.0)
MAXIMUM PARKING LIMIT: N/A
EXISTING PARKING (IF APPLICABLE): N/A
PARKING PROVIDED: (SEE DEVELOPMENT DATA CHART. C2.0)
RESIDENTIAL DENSITY: 34.17 DUA
TREE CANOPY: .01 AC PRESERVED (SEE MOS REQUEST C2.3)
OPEN SPACE (FORMAL, INFORMAL, AND TOTAL): 0.13 AC
FORMAL REQUIRED: 0.13 AC (3% OF SITE)
INFORMAL REQUIRED: 0 AC

TREE CANOPY RETENTION

TREE AREA	EXISTING
A	6108 SF
B	1009 SF
C	3529 SF
D	3928 SF

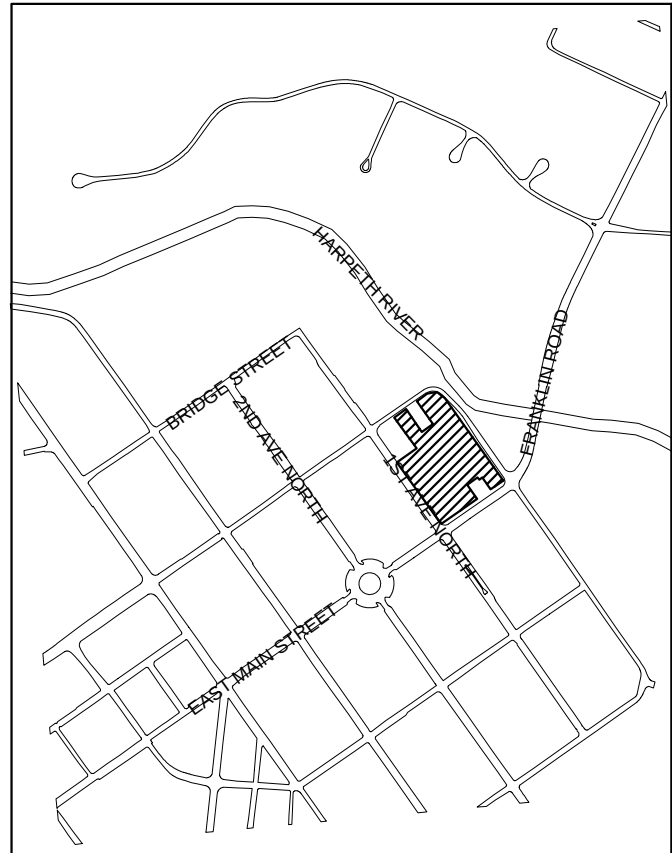
TOTAL: 14,574 SF
TOTAL ACRES: 0.31 AC

TREE CANOPY PRESERVATION

EXISTING TREE CANOPY:	14,574 SF	0.31 AC
REQUIRED PRESERVATION:	14,574 SF X 54% =	7,870 SF 54%

SPECIMEN TREES

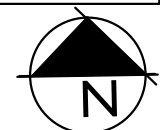
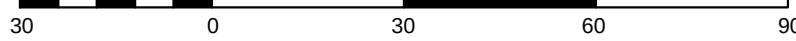
#	SPECIES	DBH	CONDITION
100	MAPLE	32"	GOOD
101	MAPLE	32"	FAIR
102	OAK	42"	GOOD
103	ASH	36"	GOOD
104	ELM	30"	POOR



VICINITY MAP



GRAPHIC SCALE: 1" = 30'



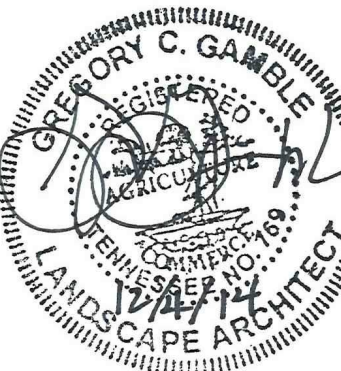
SCALE: 1" = 1000'



GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
DATE: NOV 11, 2014



REZONING REQUEST
HARPETH SQUARE PUD SUBDIVISION
TAX MAP 78 C, PARCELS 13, 14, 15, 16, 20, 23, 23.01, 24, 26
FRANKLIN, TENNESSEE



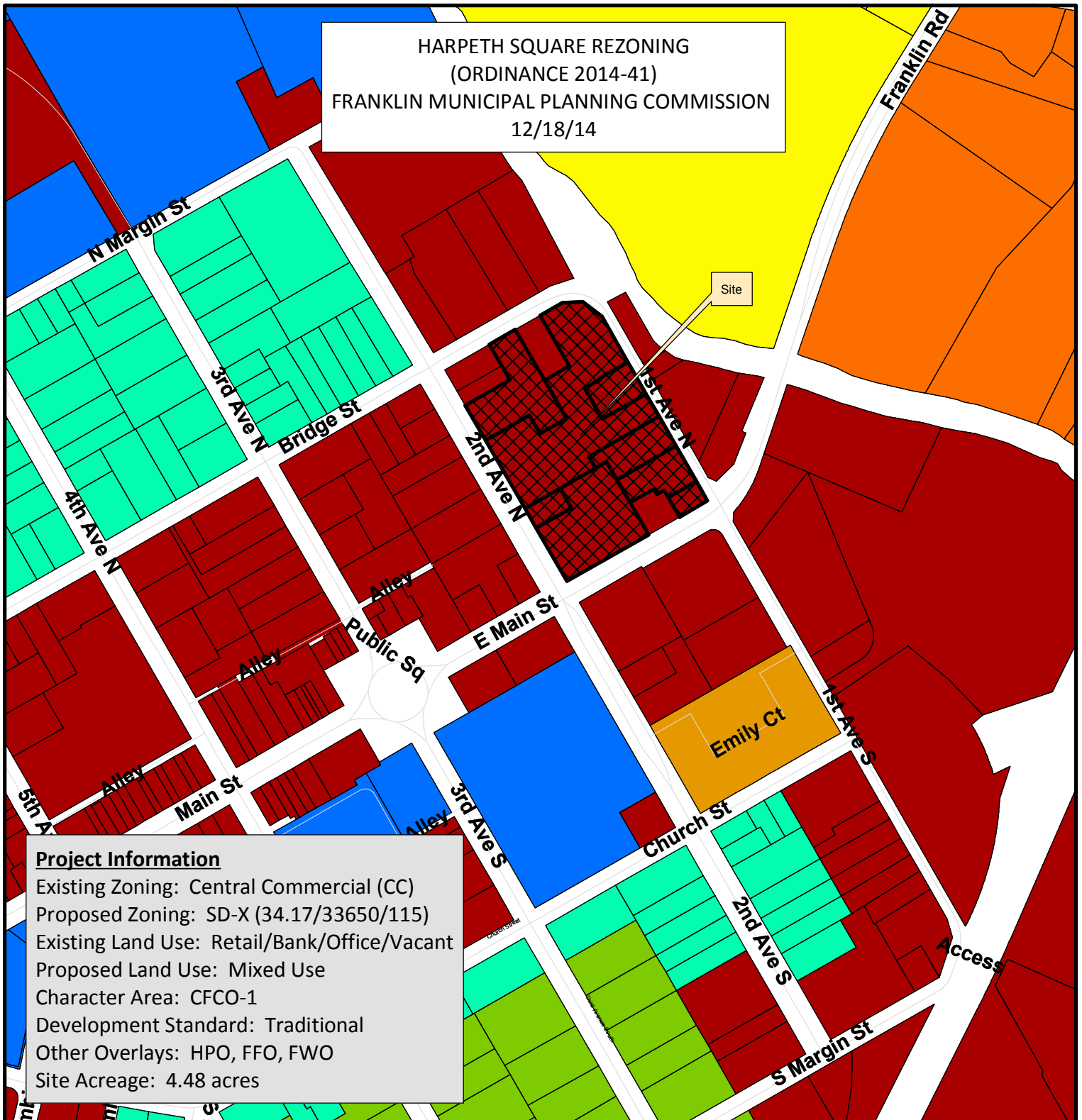
GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggambler209@gmail.com
615.975.5765

**CANOPY
PRESERVATION**

COF# 4712

C3.0

HARPETH SQUARE REZONING
(ORDINANCE 2014-41)
FRANKLIN MUNICIPAL PLANNING COMMISSION
12/18/14



Project Information

Existing Zoning: Central Commercial (CC)
Proposed Zoning: SD-X (34.17/33650/115)
Existing Land Use: Retail/Bank/Office/Vacant
Proposed Land Use: Mixed Use
Character Area: CFCO-1
Development Standard: Traditional
Other Overlays: HPO, FFO, FWO
Site Acreage: 4.48 acres

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



0 250 500 1,000
Feet

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

ORDINANCE 2014-41

TO BE ENTITLED "AN ORDINANCE TO REZONE 4.48 ACRES FROM CENTRAL COMMERCIAL DISTRICT (CC) TO SPECIFIC DEVELOPMENT-VARIETY DISTRICT (SD-X 34.17/33,650/115) FOR VARIOUS PROPERTIES LOCATED ALONG MAIN STREET EAST, 1ST AVENUE NORTH, BRIDGE STREET, AND 2ND AVENUE NORTH."

WHEREAS, the City of Franklin, Tennessee encourages responsibly placed density and appropriate base zoning districts for multiple kinds of projects; and

WHEREAS, the proposed SD-X zone would allow for residential and retail/commercial development with the maximum residential density and retail/commercial square footage specified.

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

SECTION I: The following described properties shall be, and are hereby, rezoned from their present zoning classification of Central Commercial District (CC) to Specific Development-Variety District (SD-X 34.17/36,650,115):

133 1ST AVENUE NORTH: TAX MAP 078C, PARCEL 22.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5883, PAGE 817 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

122 2ND AVENUE NORTH: TAX MAP 078C, PARCEL 15.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 2661, PAGE 392 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

109 1ST AVENUE NORTH: TAX MAP 078C, PARCEL 23.01, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5796, PAGE 850 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

107 1ST AVENUE NORTH: TAX MAP 078C, PARCEL 23.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5889, PAGE 456 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

104 EAST MAIN STREET: TAX MAP 078C, PARCEL 24.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5781, PAGE 407 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

112 2ND AVENUE NORTH: TAX MAP 078C, PARCEL 14.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5789, PAGE 586 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

198 EAST MAIN STREET: TAX MAP 078C, PARCEL 13.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5882, PAGE 215 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

A PORTION OF 134 2ND AVENUE NORTH: TAX MAP 078C, PARCEL 16.00. BEGINNING AT A POINT IN THE EASTERN RIGHT-OF-WAY (ROW) OF BRIDGE STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE WITH SAID ROW, N54°31'19"E, A DISTANCE OF 69.70 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL 20.00 OF TAX MAP 78; THENCE LEAVING SAID ROW AND ALONG THE SHARED PROPERTY LINE WITH PARCEL 20.00 OF TAX MAP 78, S34°28'54"E, A DISTANCE OF 252.72 FEET TO A POINT, SAID POINT BEING A SHARED PROPERTY CORNER WITH PARCEL 15.00 OF TAX MAP 78; THENCE ALONG THE SHARED PROPERTY LINE WITH PARCEL 15.00 OF TAX MAP 78, S55°17'18"W, A DISTANCE OF 69.370 FEET TO A POINT, SAID POINT BEING A SHARED PROPERTY CORNER WITH PARCEL 15.00 OF TAX MAP 78; THENCE ALONG THE SHARED PROPERTY LINE WITH PARCEL 15.00 OF TAX MAP 78, N36°09'51"W, A DISTANCE OF 53.27 FEET TO A POINT, SAID POINT BEING A SHARED PROPERTY CORNER WITH PARCEL 15.00 OF TAX MAP 78; THENCE ACROSS PARCEL 16.00, A DISTANCE OF 99.17, N36°09'51"W, TO A POINT SHARED WITH PARCEL 17.00; THENCE ALONG THE SHARED PROPERTY LINE WITH PARCEL 17.00 OF TAX MAP 78, N36°09'51"W, A DISTANCE OF 40 FEET TO A SHARED PROPERTY CORNER WITH PARCELS 17.00 AND 18.00; THENCE ALONG THE SHARED PROPERTY LINE WITH PARCEL 18.00 OF TAX MAP 78, N36°09'51"W, A DISTANCE OF 59.31 FEET TO THE POINT OF BEGINNING.

Zoning Reference Number: 14-07:

Map-Group-Parcel	Acres
078C-D01300	±0.96
078C-D01400	±0.13
078C-D01500	±1.97
078C-D01600	±0.42
078C-D02200	±0.25
078C-D02300	±0.34
078C-D02301	±0.31
078C-D02400	±0.10
TOTAL	±4.48

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC S. STUCKEY
CITY ADMINISTRATOR/RECORDER

BY: _____
DR. KEN MOORE
MAYOR

PLANNING COMMISSION RECOMMENDED APPROVAL: 12/18/2014

PASSED FIRST READING: 02/10/2015

PUBLIC HEARING HELD: 03/10/2015

PASSED SECOND READING: 03/10/2015

PASSED THIRD READING: _____

RESOLUTION 2014-92

A RESOLUTION APPROVING A DEVELOPMENT PLAN FOR THE HARPETH SQUARE PUD SUBDIVISION WITH 7 MODIFICATIONS OF STANDARDS (MOS1-SETBACKS; MOS2-FACADE OCCUPANCY WITHIN FRONT SETBACK; MOS3-FACADE OCCUPANCY WITHIN SIDE SETBACK OF CORNER LOTS; MOS4-FACADE DESIGN VARIATION; MOS5-PARKLAND DEDICATION; MOS6-TREE CANOPY PRESERVATION; MOS7-FESTIVAL LIGHTS), LOCATED AT VARIOUS PROPERTIES WITHIN THE BLOCK OF MAIN STREET EAST, 1ST AVENUE NORTH, BRIDGE STREET, AND 2ND AVENUE NORTH, BY THE CITY OF FRANKLIN, TENNESSEE.

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

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

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

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

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

Map--Parcel	Acres
078C-D01300	±0.96
078C-D01400	±0.13
078C-D01500	±1.97
078C-D01600	±0.42

078C-D02200	±0.25
078C-D02300	±0.34
078C-D02301	±0.31
078C-D02400	±0.10
TOTAL	±4.48

133 1ST AVENUE NORTH: TAX MAP 078C, PARCEL 22.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5883, PAGE 817 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

122 2ND AVENUE NORTH: TAX MAP 078C, PARCEL 15.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 2661, PAGE 392 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

109 1ST AVENUE NORTH: TAX MAP 078C, PARCEL 23.01, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5796, PAGE 850 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

107 1ST AVENUE NORTH: TAX MAP 078C, PARCEL 23.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5889, PAGE 456 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

104 EAST MAIN STREET: TAX MAP 078C, PARCEL 24.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5781, PAGE 407 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

112 2ND AVENUE NORTH: TAX MAP 078C, PARCEL 14.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5789, PAGE 586 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

198 EAST MAIN STREET: TAX MAP 078C, PARCEL 13.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5882, PAGE 215 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

A PORTION OF 134 2ND AVENUE NORTH: TAX MAP 078C, PARCEL 16.00. BEGINNING AT A POINT IN THE EASTERN RIGHT-OF-WAY (ROW) OF BRIDGE STREET, SAID POINT BEING THE POINT OF BEGINNING; THENCE WITH SAID ROW, N54°31'19"E, A DISTANCE OF 69.70 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL 20.00 OF TAX MAP 78; THENCE LEAVING SAID ROW AND ALONG THE SHARED PROPERTY LINE WITH PARCEL 20.00 OF TAX MAP 78, S34°28'54"E, A DISTANCE OF 252.72 FEET TO A POINT, SAID POINT BEING A SHARED PROPERTY CORNER WITH PARCEL 15.00 OF TAX MAP 78; THENCE ALONG THE SHARED PROPERTY LINE WITH PARCEL 15.00 OF TAX MAP 78, S55°17'18"W, A DISTANCE OF 69.370 FEET TO A POINT, SAID POINT BEING A SHARED PROPERTY CORNER WITH PARCEL 15.00 OF TAX MAP

78; THENCE ALONG THE SHARED PROPERTY LINE WITH PARCEL 15.00 OF TAX MAP 78, N36°09'51"W, A DISTANCE OF 53.27 FEET TO A POINT, SAID POINT BEING A SHARED PROPERTY CORNER WITH PARCEL 15.00 OF TAX MAP 78; THENCE ACROSS PARCEL 16.00, A DISTANCE OF 99.17, N36°09'51"W, TO A POINT SHARED WITH PARCEL 17.00; THENCE ALONG THE SHARED PROPERTY LINE WITH PARCEL 17.00 OF TAX MAP 78, N36°09'51"W, A DISTANCE OF 40 FEET TO A SHARED PROPERTY CORNER WITH PARCELS 17.00 AND 18.00; THENCE ALONG THE SHARED PROPERTY LINE WITH PARCEL 18.00 OF TAX MAP 78, N36°09'51"W, A DISTANCE OF 59.31 FEET TO THE POINT OF BEGINNING.

2. That the overall entitlements for the Harpeth Square PUD Subdivision are as follows:

Entitlements	Harpeth Square PUD Subdivision
Base Zone	Central Commercial (CC)
Character Area Overlay	Central Franklin Character Area Overlay #1
Other Zoning Overlays	Historic Preservation Overlay (HPO), Floodway Overlay (FWO), Floodway Fringe Overlay (FFO)
Number of Dwelling Units	151
Number of Nonresidential Square Footage	12,000 existing to remain, 21,650 proposed; 33,650 total
Number of Hotel Rooms	115
Connectivity Index	N/A
Development Standard	Traditional
Open Space Requirements	Formal: 0.13 acres Informal: N/A Total: 0.13 acres

3. That the Development Plan, the exhibits accompanying the Development Plan, and all conditions and restrictions placed upon the Development Plan by the Franklin Municipal Planning Commission and this Board shall be made a part of this Resolution as though copied verbatim herein, and that a permanent record of the Development Plan, the exhibits accompanying the Development Plan, and all such conditions and restrictions shall be kept in the Franklin Planning Department.
4. That the following Modifications of Standards (MOS) were requested and acted upon by BOMA, after FMPC review:

MOS 1: Setbacks Approved: _____ Denied: _____	Request to provide setbacks that are respectful of the existing neighboring buildings, and to align with them to form the building setback line. <i>Staff recommended approval.</i>
MOS 2: Façade occupancy within front setback Approved: _____ Denied: _____	Request for final plans to conform to the development plan PUD as approved by BOMA, for the percentage of primary building wall occupying the front property line. <i>Staff recommended approval.</i>
MOS 3: façade occupancy within side setback of corner lots Approved: _____ Denied: _____	Request for final plans to conform to the development plan PUD as approved by BOMA, for the percentage of primary building wall occupying the side street property line. <i>Staff recommended approval.</i>
MOS 4: Façade design variation Approved: _____ Denied: _____	Request a minimum façade variation every 50 feet. <i>Staff recommended approval.</i>
MOS 5: Parkland Dedication Approved: _____ Denied: _____	Request to satisfy parkland dedication requirements with the donation of property located at 1416 Columbia Pike (16,900 SF) and any short fall in the total parkland dedication fee amount to be paid as fees in lieu. <i>Staff recommended denial.</i>
MOS 6: Tree Canopy Preservation Approved: _____ Denied: _____	Request to save only the trees identified on the development plans. <i>Staff recommended approval.</i>
MOS 7: Festival Lights Approved: _____ Denied: _____	Request to use festival lights as accents to courtyards. <i>Staff recommended d.</i>

--	--

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____
ERIC STUCKEY
CITY ADMINISTRATOR

BY: _____
DR. KEN MOORE
MAYOR

PREAPPLICATION CONFERENCE: 09/25/14

BOMA/FMPC JOINT CONCEPTUAL WORKSHOP: 09/25/14

NEIGHBORHOOD MEETING: 10/06/14

PLANNING COMMISSION RECOMMENDED APPROVAL:

BOMA APPROVAL:

13. 14-719 PUBLIC HEARING: Consideration of **Resolution 2014-92**, To Be Entitled “A Resolution Approving a Development Plan for the Harpeth Square PUD Subdivision with Seven Modifications of Standards (MOS 1 - Setbacks; MOS 2 - Façade Occupancy within Front Setback; MOS 3 - Façade Occupancy within Side Setback of Corner Lots; MOS 4 - Façade Design Variation; MOS 5 - Parkland Dedication; MOS 6 - Tree Canopy Preservation; MOS 7 - Festival Lights), Located at Various Properties within the Block of Main Street East, First Avenue North, Bridge Street, and Second Avenue North, by the City of Franklin, Tennessee.” (12/18/14 FMPC 6-0; 2/10/15 WS)

Sponsors: Ald. Ann Petersen

Attachments: [4713 Harpeth Square dev plan MAP](#)
[Res 2014-92 Harpeth Square DP Resolution](#)
[Conditions of Approval 4713](#)
[4713 Harpeth Square dev plan](#)

Chair Hathaway recused himself from item 13 and turned it over to Vice Chair Lindsey.

Ms. Diaz-Barriga stated that Planning applauds the developer for bringing this unique project to the downtown, one that will support our local businesses and will provide diversity in our downtown housing stock. The scale of this project is something that has rarely been considered within downtown Franklin, so it is imperative that intense scrutiny be placed on the massing and architecture of the project, to ensure its compatibility with downtown Franklin, and to ensure that it does not adversely affect the existing character of downtown. The applicants have been generally responsive to comments and critiques of the plan, and staff feels that the plan has evolved into a better product than what was first presented to the city. There are a couple outstanding architectural conditions that staff would like to see resolved, and have created conditions of approval to require these revisions. One condition is that the corner of 1st and Main have deeper setbacks to further comply with required transitional features. The second condition is that a porte a cachere be added to the side elevation of the hotel facing the Heritage Foundation building, again to help further comply with transitional features.

Planning Commission should be aware that the zoning ordinance specifically states that 4 stories can be permitted in this character area so long as it is applied through a PUD development plan which utilizes transitional features. While staff feels that the intent of transitional features is being met on the majority of the building's massing, it does not meet the strict interpretation of the zoning ordinance in several places.

The Planning Commission should also be aware that this plan does not meet the Historic District's Design Guidelines, which are more stringent than the zoning ordinance. While the applicants have met several times with the historic zoning commission, this commission does not provide their Certificate of Appropriateness until after a development plan is approved and a full set of elevations can be created. Therefore, unless this plan complies with the Historic District's Design Guidelines, which it does not, this development plan may require revisions by the Historic Zoning Commission, which will have to come back to this group for re-review.

This plan has the following 7 modifications of standards:

Request #1 requests to provide setbacks that are respectful of the existing neighboring buildings, and to align with them to form the building setback line. Staff recommends approval of this MOS.

Request #2 requests for final plans to conform to the development plan PUD as approved by the BOMA, for the percentage of primary building wall occupying the front property line. Staff recommends approval of this MOS.

Request #3 requests for final plans to conform to the development plan PUD as approved by the BOMA, for the percentage of primary building wall occupying the side street property line. Staff recommends approval of this MOS.

Request #4 requests a minimum façade variation every 50 feet. Staff recommends approval of this MOS.

Request #5 requests to satisfy parkland dedication requirements with the donation of property located at 1416 Columbia Pike (16,900) and any short fall in the total parkland dedication fee amount to be paid as fees in lieu. Parks has confirmed that they do not wish to accept this property for future park space, and they further feel that is too far from this development to meet the intent of the parkland dedication requirement. Parks has requested that a trail system along the development and the river be instead used to meet the parkland dedication requirement. Therefore, staff recommends denial of this MOS.

Request #6 requests to save only the trees identified on the development plan. Staff recommends approval of this MOS.

Request #7 requests to put up festival lights as accents for courtyards, specifically on Main Street. Several businesses within downtown Franklin have made similar requests for festival lights, and the city stance is that these are not allowed, and that there is no exception to this rule. Staff recommends denial.

This plan has 4 Design Modifications (DM). DMs are approved by Planning Commission only, and do not require the approval of the BOMA.

DM #1 requests for a building length of 573 feet, at the longest portion, where the maximum length allowed by the zoning ordinance is 200 feet. Staff recommends approval.

DM #2 requests the use of flat roofs versus the required pitched roofs for multifamily structures. Staff recommends approval.

DM #3 requests a minimum façade variation every 50 feet. Staff recommends approval.

DM #4 requests a maximum of five colors for use on the building facades.

Staff recommends a favorable recommendation of Resolution 2014-92 to the BOMA.

Vice Chair Lindsey asked for comments from the citizens.

Mr. Stokey Bourque, representing St. Philip Catholic Church, stated that his main

concern was the entry and exit of the proposed garage onto Main Street since it is a major arterial. Presently the bank traffic is actually not a problem, but to have a major entry/exit to the garage onto Main Street would appear to have problems for pedestrians walking on the sidewalks as well as traffic congestion on Main Street with the possibility of traffic accidents with that much in and out on Main Street.

Mr. Joel Tomlin, represented Land Mark Booksellers on 114 East Main Street. He had spoken with Mr. Heller and Mr. Franks about how the City needs hotel rooms in downtown Franklin. He believed three hotels were needed. The majority of his business are tourists, and for the past 10 years he has been listening to people come through his door and ask where they can stay in downtown Franklin. He thought Franklin desperately needed hotel space, and he was excited to about the prospect of this development being done around his business. At the most recent meeting in December 2014, when the developers had a fabulous graphics on the wall, it hit him for the first time the mass of the building. This building will have a footprint at somewhere around three and one-half to four acres. He would be very concerned if the building goes up to four stories. The height of the buildings in the historic district is two stories and on occasion three. The two building that are in exception to that rule are the grain bins and First Tennessee Bank. He googled the town square, Franklin, Tennessee, and not one picture showed First Tennessee Bank. He would suggest that was because that was not the attractive corner of Franklin's town square. He asked the Planning Commission to think. It is believed that Land Mark Booksellers was built between 1806 and 1808. If that is correct it is easily the most important historic building in Franklin, and he knows the developers have been sensitive to that in wanting to plan around that. They are very concerned about the height but are very excited about the project. In the downtown district, he would like it stay as close as possible to the scale of the other downtown buildings.

Vice Chair Lindsey asked if there was an applicant.

Mr. Greg Gamble, of Gamble Design Collaborative, stated that he represented the applicant and requested a favorable recommendation for approval of Ordinance 2014-41 to the BOMA. He stated that during the past couple of years as they had worked on this project, they had strived to listen and to be flexible. The intensity of the plan had been reduced, and the plan proposed at this meeting was for 151 residential units, 115 boutique hotel rooms and retail uses that were really designed and would cater to that residential and hotel, such as a day spa, a fitness center, etc. They had taken careful consideration with input from the residents and the business owners within the neighborhood area. They had three neighborhood meetings. They had two presentations to the Historic Zoning Commission, again, looking for the input. They had worked with staff on transition around the block, street by street, and view by view. Today this property could be developed differently in the Central Commercial (CC) District. Today it could be developed with three story residential, three story commercial office, and three story retail buildings within the heights that are being discussed. The developers are asking for four stories because floor to floor for residential is only ten feet. The Tennessee Bank Building, which is taller than the proposed buildings, is only three stories in height, but the height of the building is taller because in the commercial structure the floor to floor is much taller. 906 Studio has had careful consideration because of the understanding for the historic architecture in Franklin and the community's respect for that. Because of the uniqueness of this project, there are multiple modification of standards. Mr. Gamble requested to address each modification as it was brought up, and he requested a favorable recommendation of Resolution 2014-92 to the BOMA.

Vice Chair Lindsey stated that he would like to start with a motion for the item, and then deal with the modification of standards and the design standards individually.

Alderman Petersen stated that she noticed that it stated zero parking places for the bank building.

Mr. Gamble stated that was the zoning for any existing structure in downtown Franklin. The existing parking requirement was zero.

Alderman Petersen stated that the bank building does have parking at the present time.

Mr. Gamble stated that was correct, but it was not a zoned required parking space.

Alderman Petersen asked if that meant that the parking spaces that were part of that site would be gone.

Mr. Gamble stated that they had parking in addition to the required parking, and they were trying to account for the practical needs of the bank. He stated that an office building and/or bank in downtown Franklin would have about 36 spaces.

Alderman Petersen stated that there would not be any parking for the bank, based on what she was reviewing.

Mr. Gamble stated that the parking for the bank would be allocated within the parking garage with direct pedestrian connections out to the bank.

Alderman Petersen asked about the service trucks supplying the hotel and retail.

Mr. Gamble showed and discussed how this would occur.

Alderman Petersen also noticed that the new FIRM maps showed that there was a part of this project that was in the floodplain.

Mr. Gamble stated that they expected that, and they were currently in discussions with Tom Allen, with Neel-Schaffer. He is an expert in the industry and an expert in middle Tennessee for flood studies. Mr. Gamble had asked Mr. Allen to take the documentation regarding the 2010 flood to FEMA to review their analysis that established this higher floodplain. The results of the study are not known at this time.

Alderman Petersen asked about the drop-off at First Avenue North going into Bridge Street.

Mr. Gamble stated that they had been working very closely with Engineering regarding this.

Alderman Petersen stated that she had heard some comments about the glass on the corner, and she also had some reservations about this.

Mr. Gamble stated that the elevations did not have final approval from the Historic Zoning Commission, and they were still working through the final designs.

MOS request #1- *This is a request to provide setbacks that are respectful of the existing neighboring buildings, and to align with them to form the building setback line. Staff*

recommends approval of this MOS.

Ms. Allen moved to favorably recommend approval for MOS #1. Mr. Harrison seconded the motion, and it passed unanimously (6-0).

MOS request #2 – *This is a request for final plans to conform to the development plan PUD as approved by the BOMA, for the percentage of primary building wall occupying the front property line. Staff recommends approval of this MOS.*

Mr. Harrison moved to favorably recommend approval for MOS #2. Mr. Orr seconded the motion, and it passed unanimously (6-0).

MOS request #3 – *This is a request for final plans to conform to the development plan PUD as approved by the BOMA, for the percentage of primary building wall occupying the side street property line. Staff recommends approval of this MOS.*

Ms. Allen moved to favorably recommend approval for MOS #3. Mr. Harrison seconded the motion, and it passed unanimously (6-0).

MOS request #4 – *This is a request for a minimum façade variation every 50 feet. Staff recommends approval of this MOS.*

Mr. Harrison moved to favorably recommend approval for MOS #4. Ms. Allen seconded the motion, and it passed unanimously (6-0).

MOS request #5 *requests to satisfy parkland dedication requirements with the donation of property located at 1416 Columbia Pike, (16,900 square feet) and any short fall in the total parkland dedication fee amount to be paid as fees in lieu. Parks has confirmed that they do not wish to accept this property for future park space, and they further feel that is too far from this development to meet the intent of the parkland dedication requirement. Parks has requested that a trail system along the development and the river be instead used to meet the parkland dedication requirement. Therefore, staff recommends denial of this MOS.*

Alderman Petersen moved to deny MOS #5, and Ms. Allen seconded the motion.

Mr. Gamble stated that they were proposing something unique. Mr. Ron Heller would like to speak about the proposal they are planning to bring to the BOMA.

Mr. Ron Heller, of 1344 Carnton Lane, stated that staff had recommended disapproval of the proposed dedication of the property on Columbia Avenue. That is the so called car wash property, which his office acquired to preserve it about six months ago when it was proposed to be developed. He understood the opposition to that proposal arises because the current park land arrangements envision largely residential use, and they are awaiting a proposal for an expanded use of park land. He hoped the City would expand park land. Ninety percent of the cost of the car wash was from non-profit foundations. That property will not be developed. They will either donate or sell it to a historic preservation group; however, the purpose of presenting this to the City was to give the City a two for one break. If the carwash were to be accepted by the City, Harpeth would reimburse Waggoner Lyon Partnership, which owns the existing entity. The \$290,000 would be available again to the foundation. They are agreeable to use the \$290,000 for further non-profit purposes in Franklin either for the Bi-centennial Park, the Riverwalk, or the lighting. By accepting this donation, Franklin would get \$580,000 of the donation

rather than the \$290,000 proposal. It was the two to one aspect of utilization on non-profit funding that he wanted to bring to the attention of the Planning Commission. If the staff recommendation is carried forth, they will present this to the BOMA.

Ms. Allen stated that she had a problem with the sidewalk ordinance. When she was a member of the BOMA, they had many meetings regarding sidewalks and parklands to make sure these were added when developers built new projects. The thought behind this was that the area where the project was located could have more parks and sidewalks. While she applauded the developers for the concept of two for one, but she thought the intent of actually adding the sidewalks and parkland in the proper area would be circumvented. She would have to vote to deny this MOS.

Alderman Petersen stated that she agreed with Ms. Allen and that the Parks Department, as well as the staff, had recommended to deny MOS request #5.

Mr. Franks stated that he thought Mr. Hiller's remarks needed to be highly considered, and he was supportive of MOS request #5.

Mr. Orr stated that he was also supportive of MOS request #5.

With the motion to deny MOS request #5 having been made and seconded, it failed four to three (4-3) with Ms. Petersen, Gregory, and Allen voting yes.

Ms. Billingsley stated that since the motion to deny was defeated, the Planning Commission would now need a motion to approve.

Mr. Orr moved to approve MOS request #5, Mr. Harrison seconded the motion, and it passed four to three (4-3) with Ms. Petersen, Gregory, and Allen voting no.

MOS request #6 requests to save only the trees identified on the development plan. Staff recommends approval of this MOS.

Mr. Harrison moved to favorably recommend approval for MOS #6. Ms. Allen seconded the motion, and it passed unanimously (6-0).

MOS request #7 requests to put up festival lights as accents for courtyards, specifically on Main Street. Several businesses within downtown Franklin have made similar requests for festival lights, and the city stance is that these are not allowed, and that there is no exception to this rule. Staff recommends denial.

Alderman Petersen moved to deny MOS #7, Ms. Allen seconded the motion, and it passed to deny the motion unanimously (6-0).

This plan also had four Design Modifications (DM). The following Design Modifications were voted on:

DM #1 requests for a building length of 573 feet at the longest portion, where the maximum length allowed by the zoning ordinance is 200 feet. Staff recommends approval.

Mr. Harrison moved to approve DM request #1, Mr. Orr seconded the motion, and it passed unanimously (6-0).

DM #2 requests the use of flat roofs versus the required pitched roofs for multifamily structures. Staff recommends approval.

Mr. Harrison moved to approve DM request #2, Mr. Orr seconded the motion, and it passed unanimously (6-0).

DM #3 requests a minimum façade variation every 50 feet. Staff recommends approval.

Mr. Harrison moved to approve DM request #3, Mr. Orr seconded the motion, and it passed unanimously (6-0).

DM #4 requests a maximum of five colors for use on the building facades.

Mr. Harrison moved to approve DM request #4, Mr. Orr seconded the motion, and it passed unanimously (6-0).

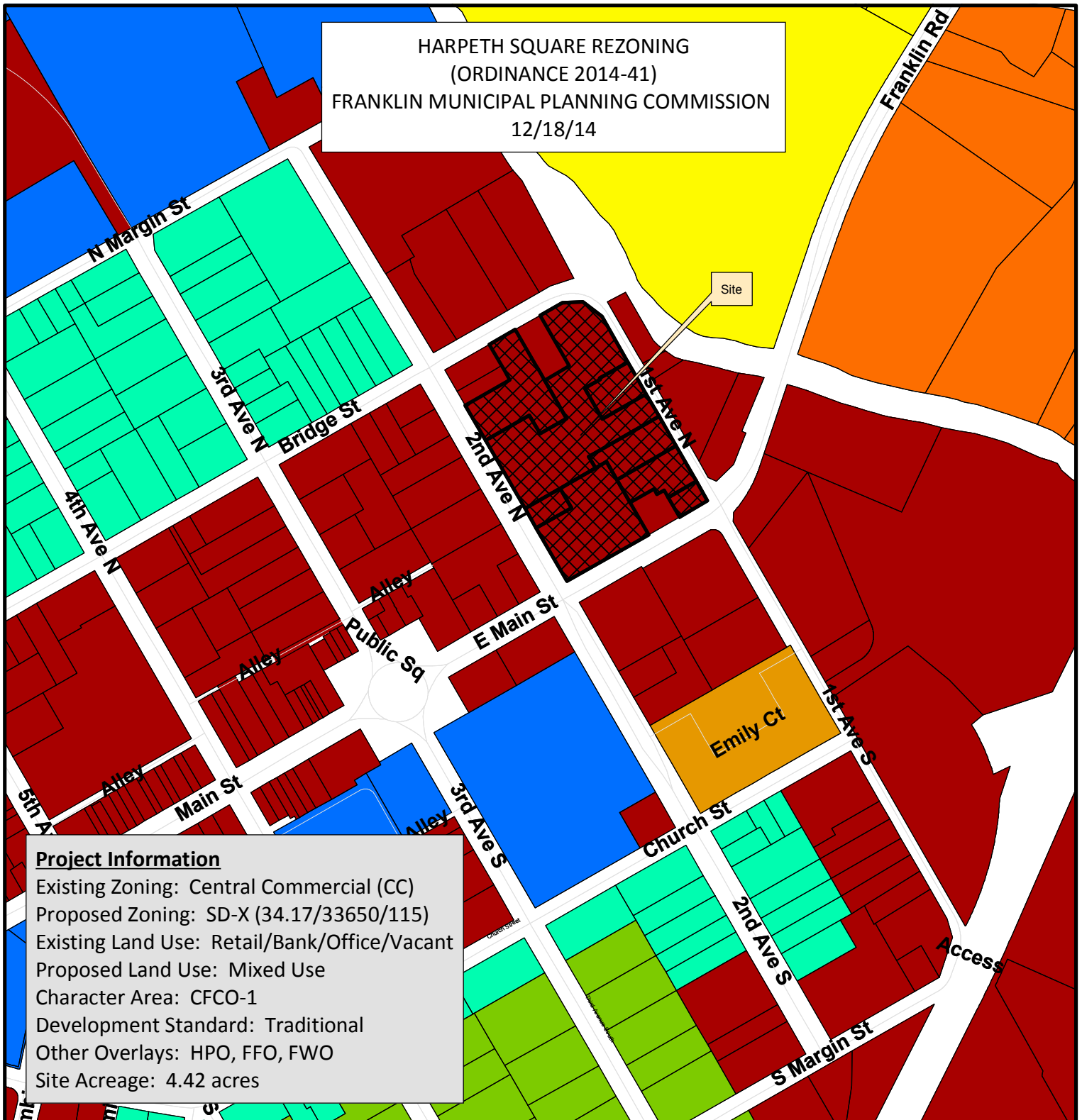
A motion was made by Commissioner Harrison, seconded by Commissioner Orr, that this Resolution was recommended favorably to the BOMA Work Session meeting on 1/13/2015. The motion carried by the following vote:

Aye: 6 - Commissioner Harrison, Commissioner Petersen, Commissioner Franks, Commissioner Gregory, Commissioner Allen, and Commissioner Orr

Absent: 1 - Commissioner McLemore

Recused: 1 - Commissioner Hathaway

HARPETH SQUARE REZONING
(ORDINANCE 2014-41)
FRANKLIN MUNICIPAL PLANNING COMMISSION
12/18/14



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



0 250 500 1,000
Feet

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

CONDITIONS OF APPROVAL:**Engineering - PUD Plan Checklist****General Comments****1. D. Statement of Impacts**

- Append impact 2) with "and will be fiber optic interconnected in conduit with the traffic signals at 3rd & Bridge, and at 2nd & Main.

2. F. Development Plan

- The applicant has provided a Circulation Plan for all new development(s) and redevelopment(s) (Section 3.1.3 of Street Specs). The applicant shall, prior to development plan post-PC approval, further investigate signal revisions at 1st & Main to mitigate LOS F northbound.

For application at the site plan stage, the applicant shall meet the following off-site improvement milestones:

2nd & Bridge signalization with interconnections, Franklin Road striping revisions, 1st & Main signal revisions per development plan investigations - plans and coordinated timings approval prior to issuance of initial grading permit, installation completed and accepted prior to issuance of the first Certificate of Occupancy.

Planning**General Comments****3. Review Proces**

- If significant changes to the development plan are warranted through the Historic Zoning Commission (HZC) review process and these changes trigger an amendment to the approved PUD Development Plan per zoning regulations and, in the opinion, of the Planning Director, said changes are significant, a development plan revision shall be required to go back to the Planning Commission and/or the BOMA for approval.

4. Offset agreements

- Staff will require the itemized costs associated with each offset/reimbursement request to be submitted for review and approval prior to the development plan being placed on a BOMA agenda.

[Harpeth Square Development Plan.pdf](#)**5. Modification of Standards**

- LSR is not something that can be requested to be changed by a modification of standards or a design modification. The applicant shall revise plans to comply with the LSR for SD-X zoning districts.

Also, a request for festival lights would be considered a modification of standards, not a design modification, and will be presented to FMPC and BOMA accordingly. The applicant shall revise plans to make note of this correction.

6. Transitional features

- The applicant shall revise elevations and site plans to make the section of the building at 1st Avenue North and Main Street further comply with transitional features. Specifically the fourth level shall be recessed from the Main Street facade the depth of the Landmark Books building.

7. Transitional features

- The applicant shall revise the elevations and plans for the 1st Avenue facade to further comply with transitional features. Specifically, near the corner of 1st Avenue and Main Street, the fourth story shall be recessed for the length of the adjacent restaurant and parking lot property, or until the building has a change in materials from glass to masonry-type material.

8. Transitional features

- The applicant shall add a port a cachere on the side of the hotel facing the Heritage Foundation building, to help create a transitional height element between the two buildings.

Zoning**General Comments****9. Map Revisions**

- The City has received revised FEMA flood maps. These maps now show the northern corner of this property is located in the FFO/FWO which coincide at this location. Although these maps have just been received and have not been finalized by FEMA and

adopted by the City, the applicant may be required by FEMA to document any proposed disturbance in the FFO and FWO. This documentation could include a LOMR and a no rise certification.

HARPETH SQUARE PUD SUBDIVISION DEVELOPMENT PLAN

TAX MAP 78 C, PARCELS 13, 14, 15, 16, 20, 23, 23.01, 24, 26

OWNERS

JAYMAR DEVELOPMENT
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
CONTACT: JAY FRANKS
EMAIL: jfranks130@msn.com
PHONE: 615.300.0001

HARPETH ASSOCIATES LLC
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
CONTACT: J. RODERICK HELLER III
EMAIL: roderickheller10@gmail.com
PHONE: 202.257.5260

DANMARK COMPANY
2060 HILLSBORO ROAD
FRANKLIN, TN 37069
CONTACT: WILLIAM DEPRIEST
EMAIL: DEPRIESTCOMPANY@ATT.NET
PHONE: 615.794.2808

RON SHUFF FAMILY PARTNERSHIP
127 2ND AVENUE NORTH
FRANKLIN, TN 37064
CONTACT: RONALD L SHUFF
EMAIL:
PHONE:

TOMLIN FAMILY PROPERTIES G P
JOEL TOMLIN
5866 E ASHLAND DRIVE
FRANKLIN, TN 37215
PHONE: 615.791.6400

DEVELOPER

HARPETH ASSOCIATES LLC
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
CONTACT: J. RODERICK HELLER III
EMAIL: roderickheller10@gmail.com
PHONE: 202.257.5260

APPLICANT

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

CONSULTING ENGINEER

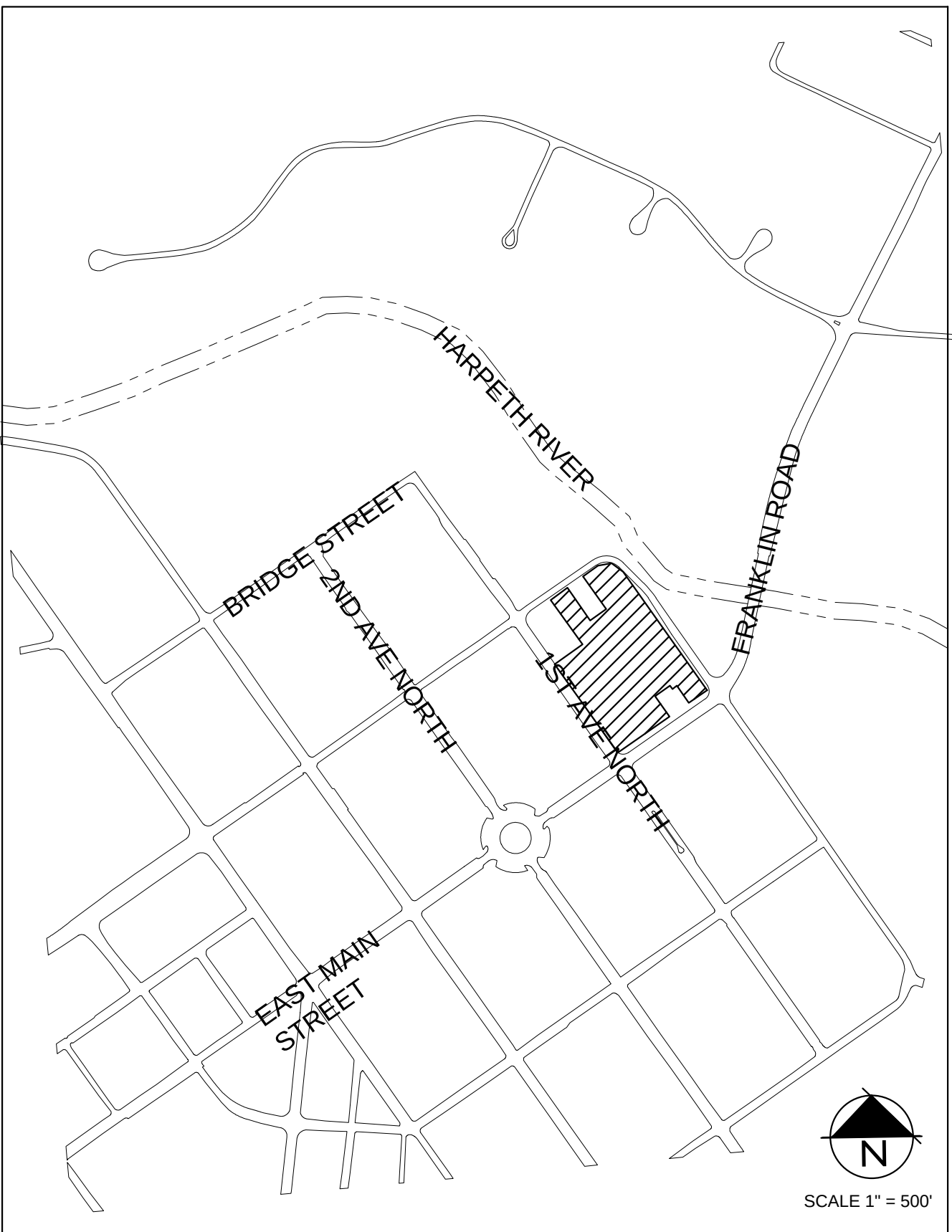
CANNON & CANNON, INC.
1 VANTAGE WAY, SUITE C-210
NASHVILLE, TN 37228
CONTACT: ERIC GARDNER
EMAIL: egardner@cannon-cannon.com
PHONE: (615) 770-0010

TRAFFIC ENGINEER

FISCHBACH TRANSPORTATION GROUP, INC.
3326 ASPEN GROVE DRIVE
FRANKLIN, TN 37067
CONTACT: GILLIAN FISCHBACH
EMAIL: gillian@ftgtraffic.com
PHONE: 615.498.3130

SURVEYOR

DIVIDING LINE SURVEY SERVICES LLC
985 YELLOW CREEK ROAD
DICKSON, TN 37055
CONTACT: RUSSEL FAULK
PHONE: 615.838.6052



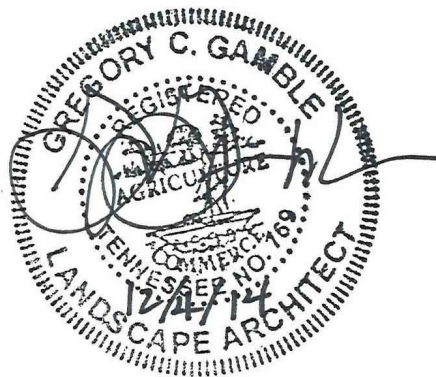
VICINITY MAP

8TH CIVIL DISTRICT OF WILLIAMSON COUNTY
CITY OF FRANKLIN, WILLIAMSON COUNTY, TENNESSEE

GD

GAMBLE
DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
greggamble209@gmail.com



SHEET INDEX

C 0.0	COVER SHEET
C 1.0	BOUNDARY MAP
C 1.1	EXISTING CONDITIONS
C 2.0	DEVELOPMENT PLAN
C 2.1	FLOOR DIAGRAMS
C 2.2	GARAGE DIAGRAMS
C 2.3	MODIFICATION OF STANDARDS
C 2.4	TREE CANOPY PRESERVATION
C 3.0	STORMWATER MANAGEMENT
C 4.0	GRADING AND DRAINAGE
C 5.0	UTILITIES PLAN
C 6.0	AUTO TURN
C 7.0	OFF-SITE ROAD IMPROVEMENTS
C 7.1	OFF-SITE PAVEMENT MARKING PLAN
A 1.0	CHARACTER IMAGES
A 2.0	ARCHITECTURAL RENDERINGS
A 3.0	ARCHITECTURAL ELEVATIONS
A 4.0	ARCHITECTURAL ELEVATIONS

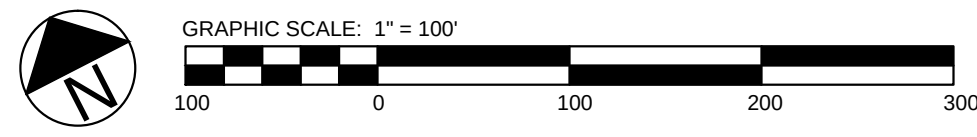
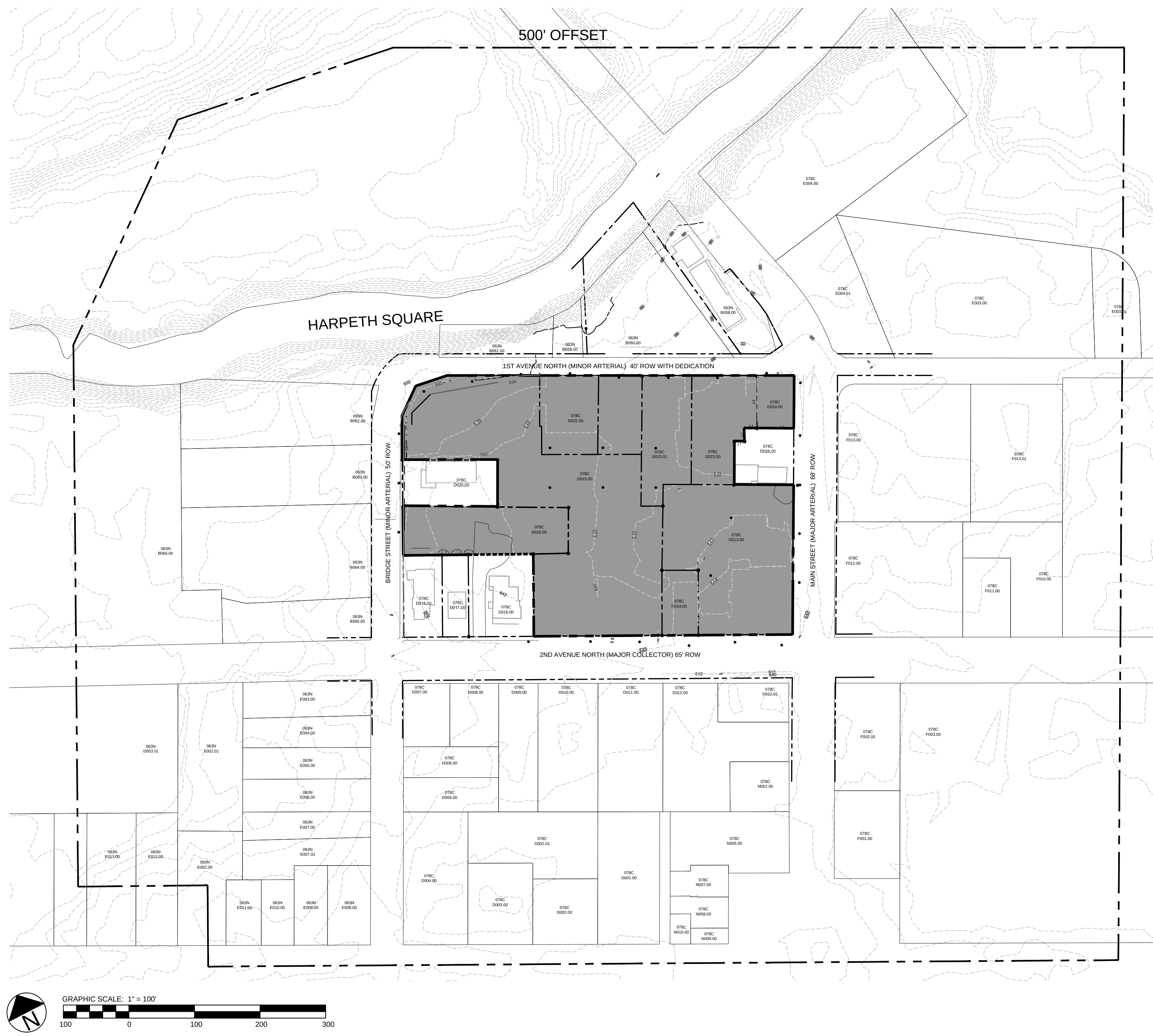
MODIFICATION OF STANDARDS

SECTION 3.5.6 CFC01 - CHARACTER AREA REQUIREMENTS

2(b)(iii) - MINIMUM FRONT YARD STANDARDS.

- 1) A) THERE IS A FRONT BUILD-TO-LINE INSTEAD OF A BUILDING SETBACK. SIDEWALKS OF AT LEAST EIGHT FEET OF UNOBSTRUCTED WIDTH SHALL ADJACENT TO THE STREET, AND BUILDINGS SHALL BE BUILT TO THE BACK EDGE OF THE SIDEWALK. THE FRONT FACADE PLANE SHALL BE SET BACK A MAXIMUM OF ZERO FEET FROM THE BACK OF THE SIDEWALK, OR RIGHT-OF-WAY, WHICHEVER YIELDS A WIDER SIDEWALK. HARPETH SQUARE IS REQUESTING SETBACK THAT ARE RESPECTFUL OF THE EXISTING NEIGHBORING BUILDINGS, AND TO ALIGN WITH THEM TO FORM THE BUILDING SETBACK LINE.
 - 2) B) THE ENTIRE FRONT PROPERTY LINE OF THE LOT SHALL BE OCCUPIED BY THE PRIMARY BUILDING WALL. HARPETH SQUARE WILL HAVE COURTYARDS, OPEN SPACE AND GARAGE ACCESS THAT PREVENT COMPLYING WITH THIS ITEM. HARPETH SQUARE IS REQUESTING THAT THE FINAL PLANS CONFORM TO THE DEVELOPMENT PLAN AS APPROVED BY BOMA.
 - 3) C) ON CORNER LOTS, THE PRIMARY BUILDING WALL SHALL OCCUPY A MINIMUM OF 80 PERCENT OF THE SIDE STREET FACING THE PROPERTY LINE. HARPETH SQUARE WILL HAVE COURTYARDS, OPEN SPACE AND GARAGE ACCESS THAT PREVENT COMPLYING WITH THIS ITEM. HARPETH SQUARE REQUESTS THAT THE FINAL PLANS CONFORM TO THE DEVELOPMENT PLAN AS APPROVED BY BOMA.
 - 4) D) SECTION C b. (x) BUILDING FACADE DESIGN.
THE DESIGN OF BUILDING FACADES FACING MAIN STREET SHALL REINFORCE THE HISTORIC PATTERN OF BUILDING FRONT WIDTHS OR SPACING OF FACADE BAYS TYPICALLY FOUND ALONG THE STREET. AT A MINIMUM, COMMERCIAL, RETAIL, AND OFFICE BUILDINGS SHALL DIFFERENTIATE THEIR MAIN STREET FACADES EVERY 25 FEET OF LINEAR FRONTAGE TO PRESERVE THE HISTORIC "RHYTHM" OF BUILDING FRONTAGE ALONG THE STREET. HARPETH SQUARE IS REQUESTING A MINIMUM FACADE VARIATION OF 50 FEET. PROPORTIONS OF WINDOWS, OPENINGS, AND DOORS WILL BE CONSISTENT WITH THE CHARACTER OF DOWNTOWN FRANKLIN.
 - 5) PARKLAND DEDICATION
HARPETH SQUARE HAS A PARKLAND DEDICATION REQUIREMENT OF 111,600 SQUARE FEET BASED UPON 151 DWELLING UNITS. HARPETH SQUARE REQUESTS THAT THE PARKLAND DEDICATION REQUIREMENT BE SATISFIED WITH THE DONATION OF PROPERTY LOCATED 1416 COLUMBIA PIKE, 16,900 SQUARE FEET BASED UPON A VALUE OF CURRENT APPRAISAL UP TO THE AMOUNT EQUIVALENT TO THE PARKLAND DEDICATION FEE. ANY SHORT FALL IN THE TOTAL PARKLAND DEDICATION FEE AMOUNT WILL BE PAID AS FEE IN LIEU. THE TOTAL AMOUNT OF THE FEE IN LIEU IS CALCULATED USING THE AVERAGE ASSESSED VALUE FOR QUADRANT 4 WHERE HARPETH SQUARE IS LOCATED. 111,600 SF OR 2.562 ACRES X \$200,000 = \$552,400. SEE SHEET C2.3 FOR LOCATION MAP OF 1416 COLUMBIA PIKE.
 - 6) TREE CANOPY PRESERVATION
HARPETH SQUARE HAS A TREE CANOPY PRESERVATION REQUIREMENT OF 7,870 SF. MANY OF THE TREES ON THE PROPERTY ARE OR WERE PARKING LOT TREES AND HAVE CONSTRAINED ROOT SYSTEMS. MANY OF THESE TREES WILL BE DAMAGED WITH THE REMOVAL OF RETAINING WALLS, ASPHALT, BUILDINGS, AND CONCRETE. HARPETH SQUARE REQUESTS BOMA APPROVAL TO SAVE ONLY THE TREES IDENTIFIED ON THE DEVELOPMENT PLAN. TREES WILL BE PLANTED TO SATISFY THE OPEN SPACE AND STREET TREE REQUIREMENTS.
- ### DESIGN MODIFICATION REQUEST
- #### SECTION 5
- 7) LANDSCAPE SURFACE RATIO
THE LSR FOR CENTRAL COMMERCIAL (CC) IS 0.10. THE LSR FOR SD-X, THE PROPOSED ZONING, IS 0.20. HARPETH SQUARE REQUESTS THAT THE LSR FOR THE HARPETH SQUARE PUD BE REDUCED TO 0.10. THE CHARACTER OF DOWNTOWN FRANKLIN IS URBAN AND OPEN SPACE AREAS WILL CONTAIN PAVERS AND HARDSCAPE TYPICAL OF AN URBAN AREA. A LSR AT A LOWER PERCENTAGE IS APPROPRIATE FOR HARPETH SQUARE.
 - 8) BUILDING LENGTH.
SECTION 5.3.5.3bii. MAXIMUM FOR RESIDENTIAL IS 200. HARPETH SQUARE IS REQUESTING A MOS FOR A BUILDING LENGTH OF 573 FOOT AT THE LONGEST PORTION.
 - 9) ROOF PITCH. SECTION 5.3.5.3a. ROOF PITCH REQUIRED FOR RESIDENTIAL MULTIFAMILY TO BE BETWEEN 3:12 AND 12:12. HARPETH SQUARE IS REQUESTING FLAT ROOTS FOR THE MAJORITY OF THE STRUCTURE.
 - 10) FACADE VARIATION. 5.3.6.6a. MINIMUM 25 FEET BETWEEN FACADE VARIATIONS. HARPETH SQUARE IS REQUESTING A MINIMUM FACADE VARIATION OF 50 FEET. PROPORTIONS OF WINDOWS, OPENINGS AND DOORS WILL BE CONSISTENT WITH THE CHARACTER OF DOWNTOWN FRANKLIN.
 - 11) COLORS. 5.3.6.8. MAXIMUM OF 3 MAIN COLORS. HARPETH SQUARE IS REQUESTING FIVE MAIN COLORS MAXIMUM.
 - 12) FESTIVAL LIGHTS. SECTION 5.12.9 (13). HARPETH SQUARE IS REQUESTING APPROVAL TO PUT UP FESTIVAL LIGHTS AS ACCENTS FOR COURTYARDS, SPECIFICALLY ON MAIN STREET.

NOVEMBER 10, 2014
REVISED: DECEMBER 4, 2014
COF # 4713



LEGAL DESCRIPTION

133 1ST AVENUE NORTH: TAX MAP 078C, PARCEL 22.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5883, PAGE 817 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

122 2ND AVENUE NORTH: TAX MAP 078C, PARCEL 15.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 2661, PAGE 392 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

109 1ST AVENUE NORTH: TAX MAP 078C, PARCEL 23.01, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5796, PAGE 850 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

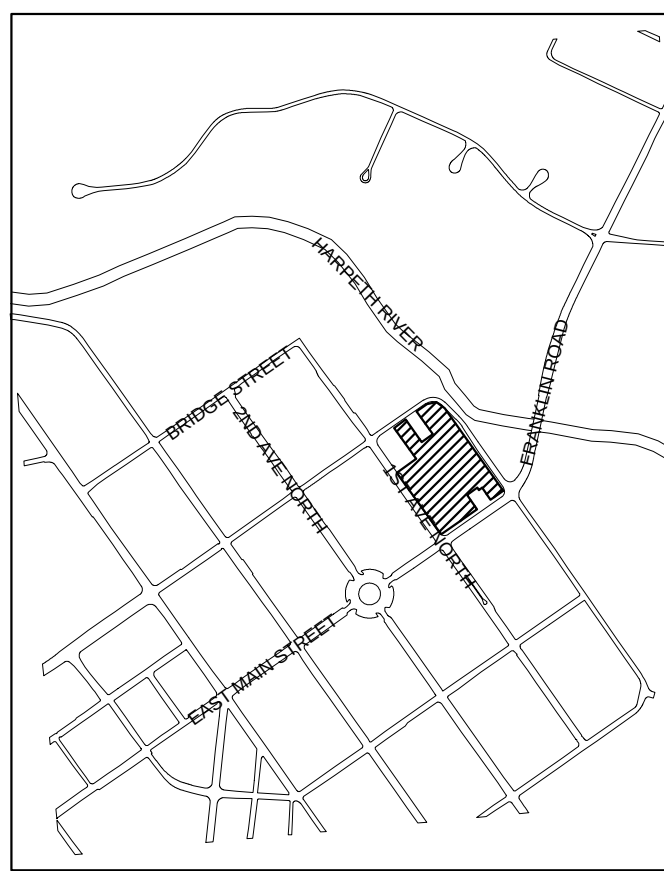
107 1ST AVENUE NORTH: TAX MAP 078C, PARCEL 23.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5889, PAGE 456 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

104 EAST MAIN STREET: TAX MAP 078C, PARCEL 24.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5781, PAGE 407 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

112 2ND AVENUE NORTH: TAX MAP 078C, PARCEL 14.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5789, PAGE 586 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

198 EAST MAIN STREET: TAX MAP 078C, PARCEL 13.00, AS SHOWN IN THE DEED OF RECORD IN DEED BOOK 5882, PAGE 215 IN THE REGISTER'S OFFICE OF WILLIAMSON COUNTY, TENNESSEE, TO WHICH DEED IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION.

A PORTION OF 134 2ND AVENUE NORTH: TAX MAP 078C, PARCEL 16.00, BEGINNING AT A POINT IN THE EASTERN RIGHT-OF-WAY (ROW) OF BRIDGE STREET, SAID POINT BEING THE POINT OF BEGINNING, THENCE WITH SAID ROW, N54°31'19"E, A DISTANCE OF 69.70 FEET TO A POINT, SAID POINT BEING THE SOUTHWEST CORNER OF PARCEL 20.00 OF TAX MAP 78; THENCE LEAVING SAID ROW AND ALONG THE SHARED PROPERTY LINE WITH PARCEL 20.00 OF TAX MAP 78, S47°01'54"E, A DISTANCE OF 252.72 FEET TO A POINT, SAID POINT BEING A SHARED PROPERTY CORNER WITH PARCEL 15.00 OF TAX MAP 78; THENCE ALONG THE SHARED PROPERTY LINE WITH PARCEL 15.00 OF TAX MAP 78, S89°09'51"W, A DISTANCE OF 69.70 FEET TO A POINT, SAID POINT BEING A SHARED PROPERTY CORNER WITH PARCEL 15.00 OF TAX MAP 78; THENCE ALONG THE SHARED PROPERTY LINE WITH PARCEL 15.00 OF TAX MAP 78, N36°09'51"W, A DISTANCE OF 53.27 FEET TO A POINT, SAID POINT BEING A SHARED PROPERTY CORNER WITH PARCEL 15.00 OF TAX MAP 78; THENCE ACROSS PARCEL 16.00, A DISTANCE OF 69.17, N36°09'51"W, TO A POINT SHARED WITH PARCEL 17.00; THENCE ALONG THE SHARED PROPERTY LINE WITH PARCEL 17.00 OF TAX MAP 78, N40°01'51"W, A DISTANCE OF 40 FEET TO A SHARED PROPERTY CORNER WITH PARCELS 17.00 AND 14.00; THENCE ALONG THE SHARED PROPERTY LINE WITH PARCEL 18.00 OF TAX MAP 78, N36°09'51"W, A DISTANCE OF 59.31 FEET TO THE POINT OF BEGINNING.



VICINITY MAP



SCALE 1" = 1000'

SITE DATA:

PROJECT NAME: HARPETH SQUARE
PROPOSED ZONING: SD-X 24.17, 33660, 115 4713
PROJECT NUMBER: ---
SUBDIVISION: 188 E MAIN ST
LOT NUMBER: 112 2ND AVENUE N
ADDRESS: 122 2ND AVENUE N
133 1ST AVENUE N
107 1ST AVENUE N
109 1ST AVENUE N
104 E MAIN ST

CITY: FRANKLIN, TN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 14TH CIVIL DISTRICT

EXISTING ZONING: CENTRAL COMMERCIAL (CC)
CHARACTER OVERLAY: CENTRAL FRANKLIN CHARACTER AREA 1 (CFCA1)
OTHER APPLICABLE OVERLAYS: HPO, FFO, FWO
APPLICABLE DEVELOPMENT STANDARD: TRADITIONAL
ACREAGE OF SITE: 4.42 AC
SQUARE FOOTAGE OF SITE: 192,541 SF
MINIMUM REQUIRED SETBACK LINES: PER DEVELOPMENT PLAN

OWNER: JAYMAR DEVELOPMENT
JAY FRANKS
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
615.300.0001
jfranks33@jaysm.com

HARPETH ASSOCIATES LLC
J. ROBERTICK HELLER III
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
202.257.5280
roderickheller10@gmail.com

DANMARK COMPANY
WILLIAM DEPRIEST
2060 HILLSBORO ROAD
FRANKLIN, TN 37069
615.794.2908
depriestcompany@att.net

RON SHUFF FAMILY PARTNERSHIP
RONALD L SHUFF
127 2ND AVENUE NORTH
FRANKLIN, TN 37064

APPLICANT:

GAMBLE DESIGN COLLABORATIVE, LLC
144 SOUTHEAST PARKWAY, SUITE 200
FRANKLIN, TN 37064
CONTACT: GREG GAMBLE
EMAIL: greggambledesign@gmail.com
PHONE: (615) 975-5765

(SEE DEVELOPMENT DATA CHART, C2.0)
63.2%
UP TO 4 STORIES, MAX 54' FOR HOTEL USE AND
MAX 51' FOR OTHER USES TO TOP OF PARAPET
0.15 (SEE MOS REQUEST C2.3)
0.20 (SEE MOS REQUEST C2.3)
N/A
(SEE DEVELOPMENT DATA CHART, C2.0)
N/A
(SEE DEVELOPMENT DATA CHART, C2.0)
34.17 DUA
01 AC PRESERVED (SEE MOS REQUEST C2.3)
0.13 AC
0.13 AC (3% OF SITE)
0 AC

BUILDING SQUARE FOOTAGE:
BUILDING COVERAGE:
BUILDING HEIGHT:
LANDSCAPE SURFACE RATIO:
MINIMUM LANDSCAPE RATIO:
INCOMPATIBLE USE BUFFER REQUIRED:
MINIMUM PARKING REQUIRED:
MAXIMUM PARKING LIMIT:
EXISTING PARKING (IF APPLICABLE):
PARKING PROVIDED:
RESIDENTIAL DENSITY:
TREE CANOPY:
OPEN SPACE (FORMAL, INFORMAL, AND TOTAL):
FORMAL REQUIRED:
INFORMAL REQUIRED:

ADJACENT PROPERTY OWNERS

PRCL ID	Property Address	Owner	Owner Address	City	State	ZIP	Zoning	Zoning Overlays	Character Area	Dev Standard	Ex Landuse
063N-B05700	151 FRANKLIN RD	BETHURUM ALVA JEFFERSON	151 FRANKLIN RD	FRANKLIN	TN	37064	R-1	HPO, FFO, FWO, HHO	CFCA-1	OFFICE	AGRICULTURE
063N-B05800	94-98 E MAIN ST	FIRST AND MAIN LLC	PO BOX 577	FRANKLIN	TN	37065	CC	HPO, FFO, FWO, HHO	CFCA-1	TR	RETAIL
063N-B05900	140 1ST AVE N	TWATER EARL	2033 CARTERS CREEK PK	FRANKLIN	TN	37064	CC	HPO, FFO, FWO, HHO	CFCA-1	TR	VACANT
063N-B06000	103 1ST AVE N	FIRST & MAIN LLC	PO BOX 577	FRANKLIN	TN	37065	CC	HPO, FFO, FWO, HHO	CFCA-1	TR	COMMERCIAL
063N-B06100	144 1ST AVE N	TWATER WILLIAM EARL	2033 CARTERS CREEK PK	FRANKLIN	TN	37064	CC	HPO, FFO, FWO, HHO	CFCA-1	TR	VACANT
063N-B06200	106 BRIDGE ST	ANDERSON LEE A	503 MURREESBORO RD	FRANKLIN	TN	37064	CC	HPO, FFO, FWO, HHO	CFCA-1	TR	INDUSTRIAL
063N-B06300	108 BRIDGE ST	OLDE TOWNE FRANKLIN PROP LLC	PO BOX 563	FRANKLIN	TN	37065	CC	HPO, FFO, FWO	CFCA-1	TR	RETAIL
063N-B06400	112 BRIDGE ST	HERITAGE FOUNDATION OF FRANKLIN & WI	PO BOX 723	FRANKLIN	TN	37065-0723	CC	HPO, FFO, FWO	CFCA-1	TR	INSTITUTIONAL
063N-B06500	240-242 2ND AVE N	WORLEY AUTO PARTS & CRUSHING OF FRAN	PO BOX 1487	OLIVE BRANCH	MS	38654	CC	HPO, FFO, FWO, HHO	CFCA-1	TR	INDUSTRIAL
063N-B06600	144 BRIDGE ST	LYNCH GEORGE DWIGHT	4811 BRID LN	FRANKLIN	TN	37046	CC	HPO, FFO	CFCA-1	TR	RETAIL
063N-C02101	150 FRANKLIN RD	BATTLE GROUND ACADEMY	P O BOX 1889	FRANKLIN	TN	37065	R-2	HPO, FFO, FWO, HHO	CFCA-1	OFFICE	INSTITUTIONAL
063N-D00301	N MARGIN ST	MOORE ROBERT N JR	2406 GOOSE CREEK BY PASS	FRANKLIN	TN	37064	OR	HPO, FFO, FWO, HHO	CFCA-1	TR	VACANT
063N-E00200	218 3RD AVE N	LANTZ ENTERPRISES LLC	218 3RD AVE N	FRANKLIN	TN	37064	OR	HPO, FFO, FWO	CFCA-1	TR	MIXED USE
063N-E00201	2ND AVE	CLAY J L SENIOR CITIZENS CENTER OF W	420 BRIDGE ST	FRANKLIN	TN	37064	OR	HPO, FFO, FWO, HHO	CFCA-1	TR	RECREATION
063N-E00300	202 BRIDGE ST	WILLIAMSON COUNTY	1320 WEST MAIN ST	FRANKLIN	TN	37064	OR	HPO, FFO	CFCA-1	TR	COMMERCIAL
063N-E00400	206 BRIDGE ST	COUTRAS EVANGELAS E	140 MIDDLEBORO CIR	FRANKLIN	TN	37064	OR	HPO, FFO, FWO	CFCA-1	TR	OFFICE
063N-E00500	210 BRIDGE ST	BARKER ROY E JR	210 BRIDGE ST	FRANKLIN	TN	37064	OR	HPO, FFO, FWO	CFCA-1	TR	RESIDENTIAL
063N-E00600	214 BRIDGE ST	ALCOTT ROUTHON PROPERTIES II	414 BRIDGE ST	FRANKLIN	TN	37064	OR	HPO, FFO, FWO	CFCA-1	TR	OFFICE
063N-E00700	216 BRIDGE ST	SMITHSON DONALD ALLEN	4106 SHEFFIELD LN	GREENBRIER	TN	37073	OR	HPO, FFO, FWO	CFCA-1	TR	RESIDENTIAL
063N-E00701	220 BRIDGE ST	SMITHSON DONALD ALLEN	4106 SHEFFIELD LN	GREENBRIER	TN	37073	OR	HPO, FFO, FWO	CFCA-1	TR	RESIDENTIAL
063N-E00800	202 3RD AVE N	PLATTSMER DANIEL R SR	202 THIRD AVE N	FRANKLIN	TN	37064	OR	HPO	CFCA-1	TR	RESIDENTIAL
063N-E00900	204 3RD AVE N	OGILVIE JAMES F	400 SUGARTREE LN #200	FRANKLIN	TN	37064	OR	HPO, HHO	CFCA-1	TR	INSTITUTIONAL
063N-E01000	210 3RD AVE N	COMER WILLIAM TERRY	P O BOX 1265	FRANKLIN	TN	37065	OR	HPO, HHO	CFCA-1	TR	OFFICE
063N-E01100	216 3RD AVE N	BURCHAM GRAHAM	216 3RD AVE N	FRANKLIN	TN	37064	OR	HPO, HHO	CFCA-1	TR	OFFICE
063N-E01200	224 3RD AVE N	COLEMAN MERVIN R	105 EVERBRIDGE AVE	FRANKLIN	TN	37064	OR	HPO, FFO, HHO	CFCA-1	TR	OFFICE
078C-D00100	110 3RD AVE N	INMAN GORDON E	2463 HIDDEN RIVER LN	FRANKLIN	TN	37069	CC	HPO	CFCA-1	TR	COMMERCIAL
078C-D00200	118 3RD AVE N	RON SHUFF FAMILY PARTNERSHIP LP	118 3RD AVE N	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	RETAIL
078C-D00201	3RD AVE	INMAN GORDON E	2463 HIDDEN RIVER LN	FRANKLIN	TN	37069	CC	HPO	CFCA-1	TR	COMMERCIAL
078C-D00300	126 3RD AVE N	YUSPEH ALAN R	126 3RD AVE N	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	RESIDENTIAL
078C-D00400	138 3RD AVE N	HILL EDWARD MONROE	138 3RD AVE N	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	OFFICE
078C-D00500	223 BRIDGE ST	SHUFF RONALD L	118 3RD AVE N	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	RESIDENTIAL
078C-D00600	227 BRIDGE ST	HASSELL ROBERT H II	227 BRIDGE ST	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	OFFICE
078C-D00700	145 2ND AVE N	SHUFF RONALD L	127 2ND AVE N	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	RESIDENTIAL
078C-D00800	135 2ND AVE N	SHUFF RONALD L	127 2ND AVE N	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	OFFICE
078C-D00900	127 2ND AVE N	SHUFF RONALD L	118 3RD AVE N	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	COMMERCIAL
078C-D01000	127 2ND AVE N	SHUFF RONALD L	118 3RD AVE N	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	RETAIL
078C-D01100	121 2ND AVE N	GANNETT GEORGIA LP	7950 JONES BRANCH DR	MCLEAN	VA	22107	CC	HPO	CFCA-1	TR	OFFICE
078C-D01200	208 E MAIN ST	INMAN GORDON E	2463 HIDDEN RIVER LN	FRANKLIN	TN	37069	CC	HPO	CFCA-1	TR	OFFICE
078C-D01201	206 E MAIN ST	INMAN GORDON E	2463 HIDDEN RIVER LN	FRANKLIN	TN	37069	CC	HPO	CFCA-1	TR	RETAIL
078C-D01300	198 E MAIN ST	HARPETH ASSOCIATES LLC	144 SOUTHEAST PKWY #230	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	OFFICE
078C-D01400	112 2ND AVE N	HARPETH ASSOCIATES LLC	PO BOX 577	FRANKLIN	TN	37065	CC	HPO	CFCA-1	TR	OFFICE
078C-D01500	122 2ND AVE N	JAYMAR DEVELOPMENT LLC	PO BOX 577	FRANKLIN	TN	37065	CC	HPO	CFCA-1	TR	VACANT
078C-D01600	134 2ND AVE N	DANMARK COMPANY	2060 HILLSBORO RD	FRANKLIN	TN	37069	CC	HPO	CFCA-1	TR	RESIDENTIAL
078C-D01700	142 2ND AVE N	HAYES PAT	142 2ND AVE N	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	RETAIL
078C-D01800	144 2ND AVE N	ENTRUST TENNESSEE INC	750 OLD HICKORY BLVD B2 STE 150	BRENTWOOD	TN	37027	CC	HPO	CFCA-1	TR	RESIDENTIAL
078C-D02000	111 BRIDGE ST	HAYNES SHARON R	8321 HWY 25 EAST	CROSS PLAINS	TN	37049	CC	HPO	CFCA-1	TR	RETAIL
078C-D02200	133 1ST AVE N	HARPETH ASSOCIATES LLC	144 SE PARKWAY STE 230	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	INDUSTRIAL
078C-D02300	107 1ST AVE N	SHUFF RONALD L	127 2ND AVE N	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	OFFICE
078C-D02301	109 1ST AVE N	HARPETH ASSOCIATES LLC	144 SOUTHEAST PKWY #230	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	RETAIL
078C-D02400	104 E MAIN ST	HARPETH ASSOCIATES LLC	PO BOX 577	FRANKLIN	TN	37065	CC	HPO	CFCA-1	TR	RETAIL
078C-D02600	114 E MAIN ST	TOMLIN FAMILY PROPERTIES G P	5866 E ASHLAND DR	NASHVILLE	TN	37215	CC	HPO	CFCA-1	TR	RESIDENTIAL
078C-E00300	121 1ST AVE S	CHRISTUS GARDENS INC	121 1ST AVE S #240	FRANKLIN	TN	37064	CC	HPO, FFO	CFCA-1	TR	OFFICE
078C-E00400	95 E MAIN ST	CROSSFIRE DEVELOPMENT LLC	121 1ST AVE S	FRANKLIN	TN	37064	CC	HPO, FFO, FWO, HHO	CFCA-1	TR	VACANT
078C-E00401	99 E MAIN ST	DOTSON'S RESTAURANT INC	99 E MAIN ST	FRANKLIN	TN	37064	CC	HPO, FFO	CFCA-1	TR	RETAIL
078C-E00500	151 AVE	UGON MATTHEW C	110 WALSHLOW RD	FRANKLIN	TN	37064	CC	HPO, FFO, FWO, HHO	CFCA-1	TR	VACANT
078C-F00100	231 PUBLIC SQ	FIRST TENNESSEE BANK NATIONAL ASSOC	CORP TAX MD 3 PO BOX 84	MEMPHIS	TN	38101	CC	HPO	CFCA-1	TR	OFFICE
078C-F00200	209 E MAIN ST	WILL TOBY STACK JR ETAL	1205 3RD AVE N	NASHVILLE	TN	37208	CC	HPO	CFCA-1	TR	COMMERCIAL
078C-F00300	108-109 3RD AVE S	CITY OF FRANKLIN	P O BOX 305	FRANKLIN	TN	37065	SD-R	HPO	CFCA-1	TR	INSTITUTIONAL
078C-F00500	108 CHURCH ST	OZBURN F PERRY	1070 OZBURN HOLLOW RD	ARRINGTON	TN	37014	CC	HPO	CFCA-1	TR	RESIDENTIAL
078C-F01000	133 2ND AVE S	CHURCH CATHOLIC ROMAN	113 2ND AVE S	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	INSTITUTIONAL
078C-F01100	125 2ND AVE S	MASONIC LODGE	125 2ND AVE S	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	INSTITUTIONAL
078C-F01200	113 2ND AVE S	CHURCH CATHOLIC ROMAN	113 2ND AVE S	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	INSTITUTIONAL
078C-F01300	101 E MAIN ST	KMEC EDWARD U REV BISHOP ROMAN CATH	113 2ND AVE S	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	INSTITUTIONAL
078C-F01301	124 1ST AVE S	JORDAN DAN H	P O BOX 150805	NASHVILLE	TN	37215	CC	HPO	CFCA-1	TR	OFFICE
078CBA00100	212-14 E MAIN ST	DEPRIEST WILLIAM T	2060 HILLSBORO RD	FRANKLIN	TN	37069	CC	HPO	CFCA-1	TR	RESIDENTIAL
078CBA00500	228 PUBLIC SQ	INMAN GORDON E	38 FOUNTAIN SQ PLAZA	CINCINNATI	OH	45263	CC	HPO	CFCA-1	TR	OFFICE
078CBA00700	232 PUBLIC SQ	ZONGOR KENNETH	234 PUBLIC SQUARE	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	OFFICE
078CBA00800	236 PUBLIC SQ	BERRY NANCY R LE	309 BERRY CIR	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	OFFICE
078CBA00900	238 PUBLIC SQ	BILLINGTON HARRY LEE	117 LEWISBURG AVE	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	OFFICE
078CBA01000	3RD AVE	BERRY NANCY R LE	309 BERRY CIR	FRANKLIN	TN	37064	CC	HPO	CFCA-1	TR	COMMERCIAL

GDC

GAMBLE

DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE

DATE: NOV 11, 2014

906

STUDIO

ARCHITECTS

DEVELOPMENT PLAN

HARPETH SQUARE PUD SUBDIVISION

TAX MAP 78 C, PARCELS 13, 14, 15, 16, 20, 23, 23.01, 24, 26
FRANKLIN, TENNESSEE

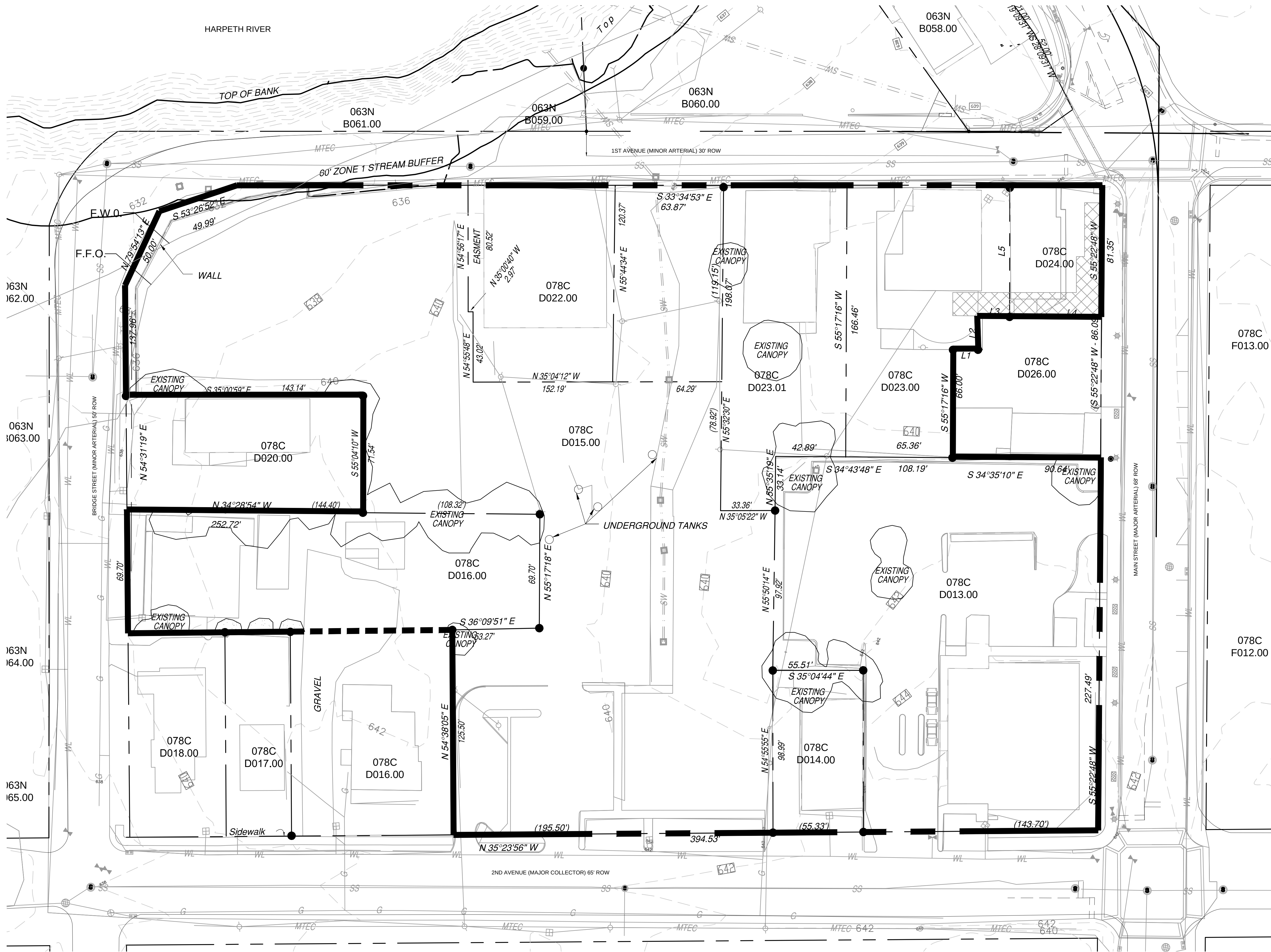


GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggambledesign@gmail.com
615.975.5765

BOUNDARY MAP

COF # 4713

C1.0



PRCL ID	Property Address	Owner	Owner Address	City	State	ZIP	Zoning	Zoning Overlays	Character Area	Dev Standard	Ex Landuse	AC	SF	BLDG. SF.
078C-D01300	198 E MAIN ST	HARPETH ASSOCIATES LLC	144 SOUTHEAST PKWY #230	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	OFFICE	0.96	41,759.15	14,068
078C-D01400	112 2ND AVE N	HARPETH ASSOCIATES LLC	PO BOX 577	FRANKLIN	TN	37065	CC	HPO	CFCO-1	TR	OFFICE	0.13	5,487.71	3,734
078C-D01500	122 2ND AVE N	JAYMAR DEVELOPMENT LLC	PO BOX 577	FRANKLIN	TN	37065	CC	HPO	CFCO-1	TR	VACANT	1.97	83,205.35	/
078C-D01600	134 2ND AVE N	DANMARK COMPANY	2060 HILLSBORO RD	FRANKLIN	TN	37069	CC	HPO	CFCO-1	TR	RESIDENTIAL	0.42	18,226	/
078C-D02200	133 1ST AVE N	HARPETH ASSOCIATES LLC	144 SE PARKWAY STE 230	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	INDUSTRIAL	0.25	10,940.93	4,212
078C-D02300	107 1ST AVE N	SHUFF RON FAMILY PARTNERSHIP	127 2ND AVE N	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	OFFICE	0.34	14,905.85	3,698
078C-D02301	109 1ST AVE N	HARPETH ASSOC LLC	144 SOUTHEAST PKWY #230	FRANKLIN	TN	37064	CC	HPO	CFCO-1	TR	RETAIL	0.31	13,876.95	3,656
078C-D02400	104 E MAIN ST	HARPETH ASSOCIATES LLC	PO BOX 577	FRANKLIN	TN	37065	CC	HPO	CFCO-1	TR	RESIDENTIAL	0.1	4,344.91	2,206
												4.48	192,746.85	

SITE DATA:

PROJECT NAME: HARPETH SQUARE
PROPOSED ZONING: SD-X 34.17, 33650, 115
PROJECT NUMBER: 4713
SUBDIVISION: --
LOT NUMBER: --
ADDRESS: --

CITY: FRANKLIN, TN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 14TH CIVIL DISTRICT

EXISTING ZONING: CENTRAL COMMERCIAL (CC)
CHARACTER OVERLAY: CENTRAL FRANKLIN CHARACTER AREA 1 (CFCO1)
OTHER APPLICABLE OVERLAYS: HPO, FFO, PWO
APPLICABLE DEVELOPMENT STANDARD: TRADITIONAL
ACREAGE OF SITE: 4.42 AC
SQUARE FOOTAGE OF SITE: 192,541 SF
MINIMUM REQUIRED SETBACK LINES: PER DEVELOPMENT PLAN

OWNER: JAYMAR DEVELOPMENT
JAY FRANKS
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
615.300.0001
jfranks130@msn.com

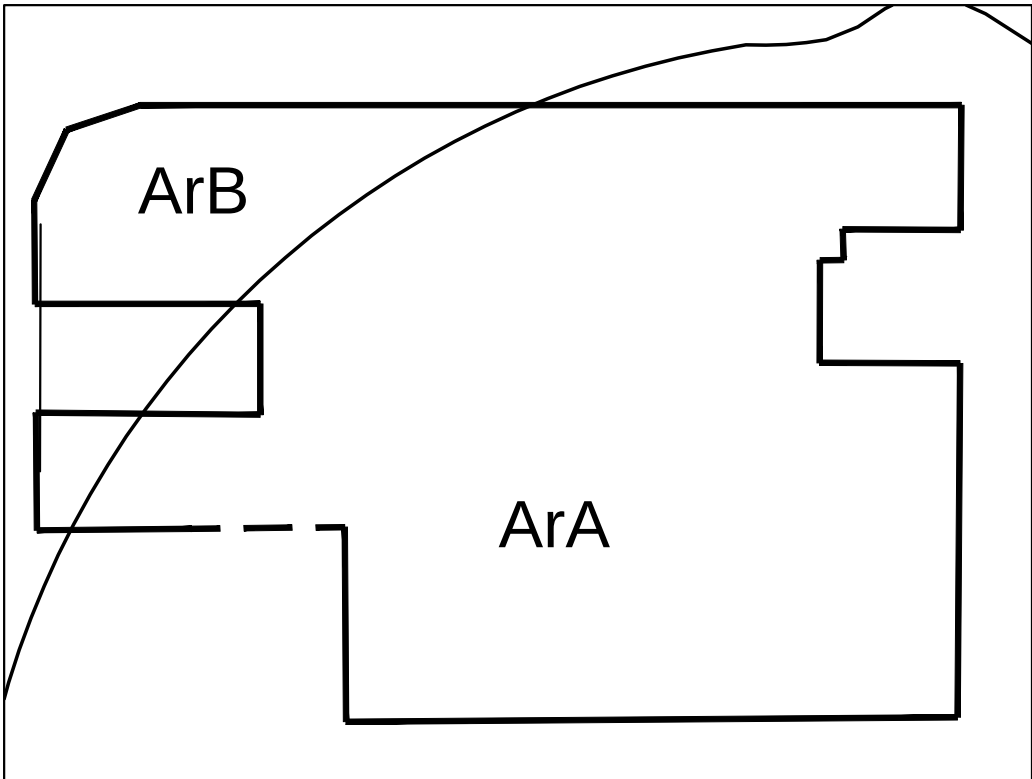
HARPETH ASSOCIATES LLC
J. RODERICK HELLER III
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
202.257.5260
roderickheller10@gmail.com

DANMARK COMPANY
WILLIAM DEPREST
2060 HILLSBORO ROAD
FRANKLIN, TN 37069
615.784.2008
deprestcompany@att.net

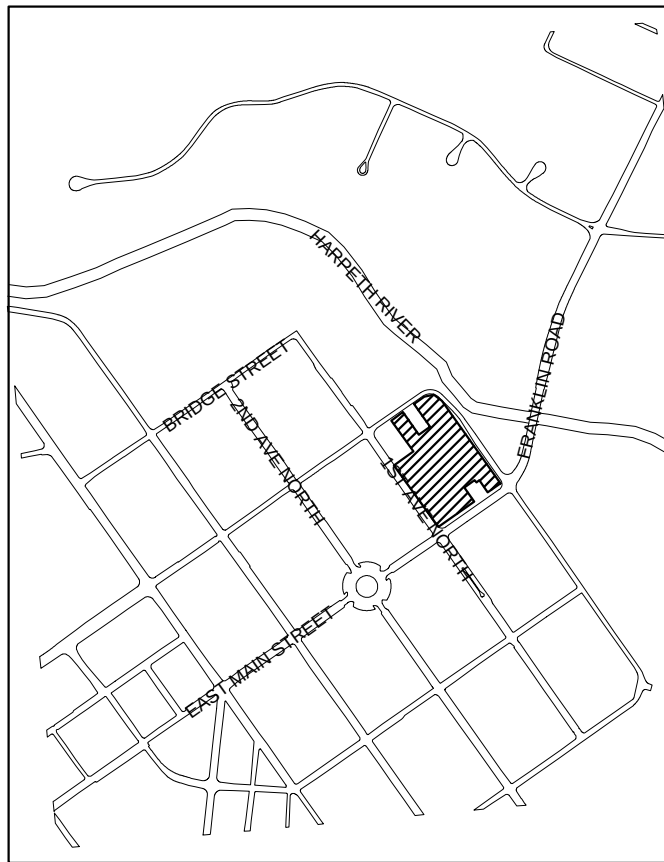
RON SHUFF FAMILY PARTNERSHIP
RONALD L SHUFF
127 2ND AVENUE NORTH
FRANKLIN, TN 37064

APPLICANT: GAMBLE DESIGN COLLABORATIVE, LLC
144 SOUTHEAST PARKWAY, SUITE 200
FRANKLIN, TN 37064
CONTACT: GREG GAMBLE
EMAIL: gg@gamble209@gmail.com
PHONE: (615) 975-5765

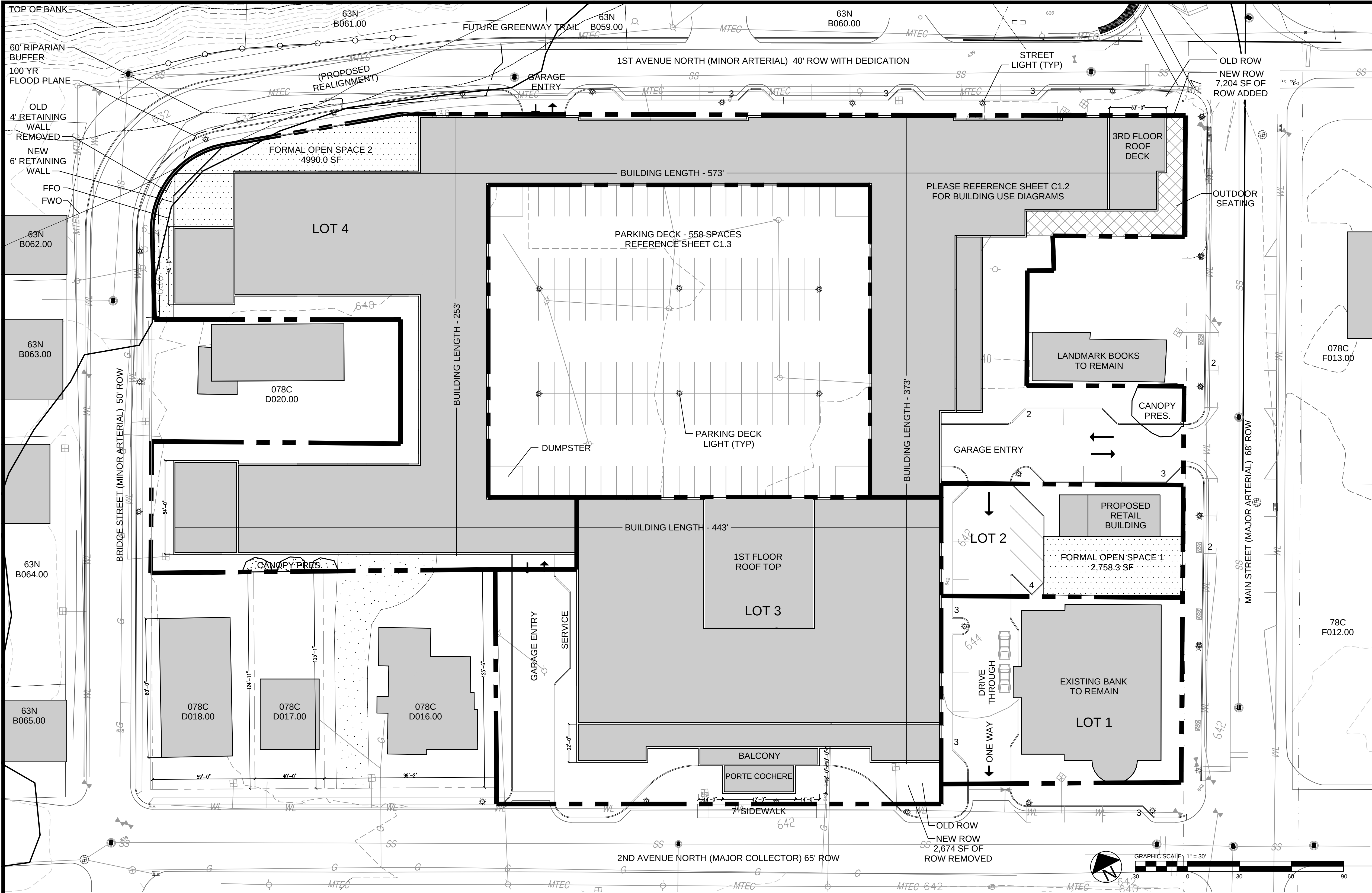
(SEE DEVELOPMENT DATA CHART, C2.0)
63.2%
UP TO 4 STORIES, MAX 54' FOR HOTEL USE AND
MAX 51' FOR OTHER USES TO TOP OF PARAPET
0.15 (SEE MOS REQUEST C2.3)
0.20 (SEE MOS REQUEST C2.3)
NO
(SEE DEVELOPMENT DATA CHART, C2.0)
N/A
(SEE DEVELOPMENT DATA CHART, L2.0)
34.17 DUA
0.1 AC PRESERVED (SEE MOS REQUEST C2.3)
TREE CANOPY:
OPEN SPACE FORMAL, INFORMAL, AND TOTAL:
FORMAL REQUIRED:
INFORMAL REQUIRED:



SOILS:
A/A: ARMOUR SILT LOAM, 0-2% SLOPES
A/B: ARMOUR SILT LOAM, 2-5% SLOPES



VICINITY MAP



SITE DATA:

PROJECT NAME: HARPEETH SQUARE
PROPOSED ZONING: SD-X 34.17, 33650, 115
PROJECT NUMBER: 4713
SUBDIVISION: 132 2ND MAIN ST
LOT NUMBER: 132 2ND MAIN ST
ADDRESS: 132 2ND MAIN ST
132 2ND AVENUE N
132 2ND AVENUE N
133 1ST AVENUE N
107 1ST AVENUE N
108 1ST AVENUE N
104 E MAIN ST
FRANKLIN, TN
WILLIAMSON
TENNESSEE
14TH CIVIL DISTRICT
CENTRAL COMMERCIAL (CC)
CENTRAL FRANKLIN CHARACTER AREA 1 (CFCA1)
HPO, FPO, FWO
TRADITIONAL
4.42 AC
132,541 SF
PER DEVELOPMENT PLAN
JAYMAR DEVELOPMENT
JAY FRANKS
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
615-300-0001
frankj130@msn.com
HARPEETH ASSOCIATES LLC
J. RODERICK HELLER III
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
202.257.5260
roderickheller10@gmail.com
DANMARK COMPANY
WILLIAM DEPREST
2060 HILLSBORO ROAD
FRANKLIN, TN 37069
615.784.2208
deprestcompany@att.net
RON SHUFF FAMILY PARTNERSHIP
RONALD L. SHUFF
127 2ND AVENUE NORTH
FRANKLIN, TN 37064
GAMBLE DESIGN COLLABORATIVE, LLC
144 SOUTHEAST PARKWAY, SUITE 200
FRANKLIN, TN 37064
CONTACT: GREG GAMBLE
EMAIL: greggamb209@gmail.com
PHONE: (615) 975-5765
BUILDING SQUARE FOOTAGE: (SEE DEVELOPMENT DATA CHART, C2.0)
BUILDING COVERAGE: 63.2%
BUILDING HEIGHT: UP TO 4 STORIES, MAX 54' FOR HOTEL USE AND
MAX 51' FOR OTHER USES TO TOP OF PARAPET
LANDSCAPE SURFACE RATIO: 0.15 (SEE MOS REQUEST C2.3)
MINIMUM LANDSCAPE RATIO: 0.20 (SEE MOS REQUEST C2.3)
INCOMPATIBLE-USE BUFFER REQUIRED: NO
MAXIMUM PARKING LIMIT: N/A
EXISTING PARKING (IF APPLICABLE): N/A
PARKING PROVIDED: 34.17 DUA
RESIDENTIAL DENSITY: 0.1 AC PRESERVED (SEE MOS REQUEST C2.3)
TREE CANOPY: 0.13 AC
OPEN SPACE FORMAL, INFORMAL, AND TOTAL: 0.13 AC (3% OF SITE)
FORMAL REQUIRED: 0 AC
INFORMAL REQUIRED: 0 AC

STATEMENT OF IMPACTS

MAJOR THOROUGHFARE PLAN
(SEE SHEET C2.3)
WATER
WATER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. THE WATER MAIN WILL BE SERVED FROM A MAIN ALONG 1ST AVENUE AND MAIN STREET. (SEE UTILITIES SHEET FOR WATER DEMAND INFORMATION.)
SEWER
SEWER SERVICE WILL BE PROVIDED BY THE CITY OF FRANKLIN. SEWER MAIN CONNECTION AT MANHOLE LOCATED ON BRIDGE STREET.
DRAINAGE FACILITIES
THE PROPERTY WILL BE DRAINED TO THE HARPEETH RIVER. THIS PUD PROPOSAL INCLUDES THE DEVELOPMENT OF THE CITY OF FRANKLIN'S DETENTION FACILITY WITHIN BICENTENNIAL PARK. EXISTING ROADWAY AND AREA DRAINING WITH DIRECT DISCHARGE INTO THE HARPEETH RIVER ALONG 1ST AVENUE WILL BE ABANDONED. STORMWATER WILL BE TREATED PER THE CITY OF FRANKLIN'S STORMWATER MANAGEMENT REQUIREMENTS.
POLICE AND FIRE
FRANKLIN FIRE DEPT STATION #1 - 0.75 MILES DRIVING DISTANCE
COLUMBIA AVE POLICE STATION - 0.53 MILES DRIVING DISTANCE
RECREATION FACILITIES
HARLINSDALE PARK - 0.5 MILES DRIVING DISTANCE
BICENTENNIAL PARK - 0.1 MILES DRIVING DISTANCE
PROJECTED STUDENT POPULATION
THE STUDENT POPULATION IS PROJECTED AT A RATE OF 23 STUDENTS PER MULTIFAMILY UNIT. 147 X 23 = 34 STUDENTS
JOHNSON ELEMENTARY SCHOOL 0.92 MILES
FREEDOM MIDDLE SCHOOL 1.62 MILES
FRANKLIN HIGH SCHOOL 1.72 MILES
REFUSE COLLECTION
REFUSE COLLECTION SERVICE WILL BE PROVIDED BY PRIVATE COLLECTION.
RESTRICTIVE COVENANTS
A BUSINESS ASSOCIATION WILL BE ESTABLISHED PRIOR TO THE FIRST OCCUPANCY. COMMON AREAS WILL BE MAINTAINED JOINTLY WHERE GOVERNED BY THE ASSOCIATION DOCUMENTS.
MINERAL RIGHTS
NO THIRD PARTY MINERAL RIGHTS ARE ASSOCIATED WITH THIS PROPERTY.

CONNECTIVITY INDEX

NOT APPLICABLE
INCOMPATIBLE USE BUFFER
NOT APPLICABLE

PARKLAND DEDICATION

PARKLAND DEDICATION SHALL BE FEE IN LUE FOR THIS DEVELOPMENT PLAN.
35 X 1200SF = 42,000 SF 112 X 600SF = 67,200 SF
TOTAL PARKLAND DEDICATION AREA: 109,200 SF
(SEE MODIFICATION OF STANDARDS REQUEST)

HYDRANT FIRE FLOW

84 PSI FROM 2.5' OUTLET
FLOW: 1537 GPM 10,509 GPM
STATIC PRESSURE: 90 PSI
RESIDUAL PRESSURE: 88 PSI

STREAMSIDE BUFFER VARIANCE

A VARIANCE HAS BEEN GRANTED BY CITY STAFF FOR THE REQUIRED ADDITIONAL STREAM BUFFER FOR STEEP SLOPES, AND THUS NO STREAM BUFFERS AFFECT THIS DEVELOPMENT.

STREAMSIDE BUFFER ENHANCEMENT

ENHANCEMENT SHALL INCLUDE REMOVAL OF INVASIVE SPECIES AND THE RE-ESTABLISHMENT OF NATIVE SPECIES WHICH PROVIDES A MIX OF CANOPY TREES, UNDERSTORY SHRUBS, AND A NATIVE SEED MIX OF FORBES/GRASSES/SEDGES/RUSHES SUITABLE FOR A MOIST SHADED UNDERSTORY ALONG THE BANKS OF THE HARPEETH RIVER.

THERE SHALL BE NO CLEARING, GRADING, CONSTRUCTION, STORAGE, OR DISTURBANCE OF VEGETATION ALLOWED IN THE STREAM BUFFER EXCEPT AS PERMITTED BY THE CITY ENGINEER.

ENHANCEMENT SHALL BE ABOVE THE NORMAL HIGH WATER MARK ONLY, AND SHALL BE BETWEEN THE NORMAL HIGH WATER MARK WITHIN THE 60 FOOT RIPARIAN BUFFER.

PHASING

HARPEETH SQUARE PUD WILL BE DEVELOPED IN ONE PHASE.

DEVELOPMENT DATA AND PARKING REQUIREMENTS:

PRIMARY USE	QUANTITY	SQUARE FOOTAGE	PARKING REQUIRED	UNIT	REQUIRED PARKING
EXISTING BANK	12,000 SF	12,000	0	115 ROOMS	0
HOTEL	115 ROOMS	107,847 HOTEL	1 PER ROOM 0.75 PER EMPLOYEE 0.17 PER MAX OCCUPANCY FOR ASSEMBLY	25 EMPILARGEST SHIFT 667 MAX OCCUPANCY	19 114
RESTAURANT	5,000 SF	5,000	7.5 PER 1000 SF 0.75 PER EMPLOYEE 0.67 PER OUTDOOR SEAT	5000 SF 20 SEATS	38 14
RETAIL	16,650 SF	16,650	2.5 PER 1000 SF	16,650 SF	42
APARTMENTS	151 UNITS	189,600	1 FOR 1ST BD, 0.5 FOR EA ADDITIONAL BEDROOM	75 ONE-BEDROOM 54 TWO-BEDROOM 22 THREE-BEDROOM	75 81 44

TOTAL REQUIRED PARKING : 555

PARKING PROVIDED: GARAGE 558
ON-STREET 16
SURFACE PARKING 15
TOTAL PARKING SPACES 589
TOTAL BICYCLE PARKING SPACES (1:10) 60

LOT AREAS

LOT	USE	AREA
LOT 1	BANK/OFFICE	14,903 SF
LOT 2	RETAIL	9,038 SF
LOT 3	HOTEL	40,695 SF
LOT 4	GARAGE	120,700 SF
1ST AVE RIGHT OF WAY ADDITION		7,204 SF
2ND AVE RIGHT OF WAY REDUCTION		2,674 SF

LAND USE PLAN COMPLIANCE

CHARACTER AREA OVERLAY: CFCA-1
APPLICABLE DEVELOPMENT STANDARD: TRADITIONAL
1. THIS BLOCK IS LOCATED ON THE NORTH EASTERN CORNER OF THE CENTRAL FRANKLIN CHARACTER AREA 1.
2. THE DEVELOPMENT PATTERN SHOULD FOLLOW THE STANDARDS FOR TRADITIONAL AREAS. THE PROPOSED PUD MASTER PLAN UTILIZES PLANNING AND ARCHITECTURAL PRINCIPLES FOR TRADITIONAL DESIGN. BUILDINGS ARE ORIENTED TO THE STREET, WITH PARKING HIDDEN WITHIN THE CENTER OF THE SITE. BUILDING ELEVATIONS ARE DESIGNED WITH VARYING WIDTHS AND WITH QUALITY EXTERIOR MATERIALS. RESIDENTIAL AND NONRESIDENTIAL ARE INTEGRATED IN THE SAME BLOCK. RETAIL USES ARE LOCATED ON THE STREET LEVEL WITH ON-STREET PARKING ADDED AROUND THE BLOCK FOR PATRON USE.

3. BUILDINGS MAY BE AT A SCALE UP TO THREE STORIES. FOUR STORY BUILDINGS MAY BE PERMITTED PURSUANT TO A PUD IN CERTAIN CIRCUMSTANCES. A MIX OF THREE AND FOUR STORY BUILDINGS ARE PROPOSED WITHIN THE PUD. AS DEPICTED ON SHEET A.1.0, MANY THREE STORY COMMERCIAL AND MIXED USE BUILDINGS WITHIN THE CENTRAL FRANKLIN HISTORIC DISTRICT ARE EQUAL TO THE PROPOSED FOUR STORY RESIDENTIAL BUILDING. THE PROPOSED STRUCTURE IS A HEIGHT OF 46 FEET. IN ADDITION, THE FOURTH STORY IS RECESSED BACK FROM THE STREET ALONG MAIN STREET AND SECOND AVENUE TO PROVIDE A TRANSITION TO ADJACENT EXISTING STRUCTURES.

4. PARKING SHOULD BE LOCATED TO THE SIDE OR REAR OF THE BUILDINGS FACING THE STREET. A PARKING STRUCTURE HAS BEEN PROVIDED WITHIN THE PUD IN THE CENTER OF THE BLOCK. THE PARKING STRUCTURE IS LINED WITH BUILDINGS ON ALL SIDES. THE ACCESS TO THE GARAGE IS LOCATED ON MAIN STREET, 1ST AVENUE AND 2ND AVENUE.

LOCAL COMPATIBILITY

A MIX OF USES INCLUDING RESIDENTIAL, RETAIL, AND HOTEL COMPLEMENT THE CULTURE AND COMMUNITY OF HISTORIC DOWNTOWN OF FRANKLIN. THE SIXTEEN BLOCK CORE IS A MIX OF RETAIL, OFFICE, RESIDENTIAL, INSTITUTIONAL USES, CIVIC USES, AND OPEN SPACE DEVELOPED OVER TIME BUT WITH TIMELESS ARCHITECTURE AND TRADITIONAL PATTERNS. BUILDINGS ADDRESS THE STREET AND SHARE COMMON SIDE WALLS. BUILDING ARE BETWEEN 25 AND 50 FEET WIDTHS TO MAINTAIN A "HUMAN SCALE" ALONG THE SIDEWALK. THE PREDOMINATE FOCUS OF RETAIL IN THE DOWNTOWN IS ON MAIN STREET BETWEEN 3RD AVENUE AND 5TH AVENUE. A NEW ANCHOR HOTEL AND RETAIL BETWEEN 1ST AVENUE AND 3RD AVENUE WILL ENCOURAGE A NEW EVOLUTION OF STORE FRONTS TO FILL IN OVER TIME BETWEEN 3RD AND 2ND AS OPPORTUNITIES ARISE.

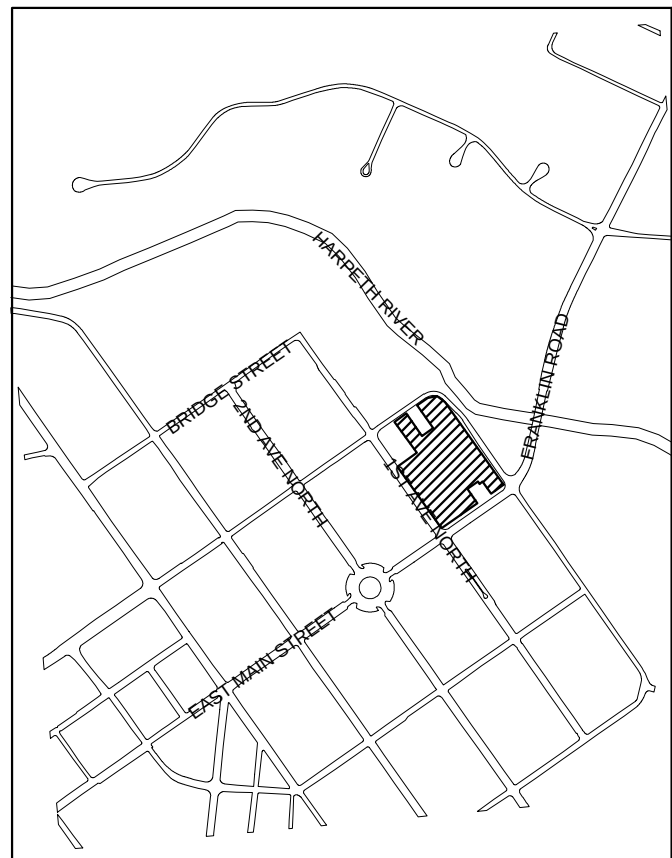
DOWNTOWN FRANKLIN IS RICH WITH HISTORY. NEW DEVELOPMENT WITHIN THE HISTORIC DOWNTOWN AREA SHOULD COMPLEMENT THE CHARACTER AND PATTERNS ESTABLISHED THROUGH THIS HISTORIC ARCHITECTURE. THE HARPEETH SQUARE PUD PROPOSES ARCHITECTURE THAT IS DESIGNED WITH TIMELESS PROPORTIONS AND QUALITY MATERIALS THAT DO NOT PRETEND TO BE FROM ANOTHER TIME, BUT RESONATE WITH AND RESPECT THE HISTORIC ARCHITECTURE THAT IS. LANDMARK BOOK STORE IS ONE OF THE OLDEST BUILDINGS IN THE DOWNTOWN AREA AND IT IS LOCATED ON THE HARPEETH SQUARE BLOCK. THIS ARCHITECTURAL ICON APPEARS TO HAVE BEEN "FORGOTTEN ABOUT" OVER TIME AS NEW BUILDINGS WERE BUILT AROUND IT. WITH THE PROPOSED PUD, THIS HISTORIC BUILDING BECOMES CENTRAL FOCUS ON MAIN STREET ANCHORING THE MID-BLOCK ENTRY TO THE SITE.

BUILDINGS IN THE CENTRAL FRANKLIN CHARACTER AREA VARY IN HEIGHT FROM AROUND 26 FEET IN A ONE STORY BUILDING TO AS TALL AS 56 FOOT HIGH MASONIC LODGE ON 2ND AVENUE. MANY OF THE COMMERCIAL BUILDINGS HAVE OVERALL HEIGHTS AROUND 40 TO 47 FEET. COMMERCIAL BUILDINGS TEND TO HAVE FLOOR TO FLOOR HEIGHTS THAT ARE TALLER THAN RESIDENTIAL BUILDINGS. A THREE STORY COMMERCIAL BUILDING IS OFTEN EQUAL TO OR TALLER THAN A FOUR STORY RESIDENTIAL BUILDING AS IS THE CASE WITH HARPEETH SQUARE. THE FOUR STORY BUILDING PROPOSED IN THE PUD ARE 46 FEET IN HEIGHT. THE FOURTH FLOOR IS DESIGNED TO BE RECESSED BACK ALONG MAIN STREET, BRIDGE STREET, AND 2ND AVENUE WHERE THE RECESSED HEIGHT FROM THE STREET IS 36 FEET. THIS IS A TRANSITIONAL FEATURE DESIGNED FOR COMPATIBILITY WITH THE ADJACENT EXISTING BUILDINGS.

THE BUILDING FRONTAGE ALONG 1ST AVENUE IS ALSO FOUR STORIES IN HEIGHT. EXISTING BUILDINGS ALONG 1ST AVENUE ARE CONSTRUCTED WITHIN 3 TO 4 FEET OF THE ASPHALT. WITH THE DEVELOPMENT OF THE PUD, BUILDINGS ALONG 1ST AVENUE WILL BE RECESSED 20 FEET TO ACCOMMODATE ON-STREET PARKING, STREET TREES, AND AN 11 FOOT SIDEWALK. BUILDINGS ARE DESIGNED WITH BASE, MIDDLE, AND TOP. THE TOP IN THIS CASE WILL BE THE FOURTH FLOOR, AND WILL BE DESIGNED WITH LIGHTER COLORS AND MORE GLASS. THIS EFFECT PRODUCES A DOMINATE 3 STORIES AND VISUALLY RECESSES THE 4TH FLOOR. THE 46 FOOT BUILDING HEIGHT IS BALANCED ON THE RIVER SIDE BY THE TOWERING TREE CANOPY ESTABLISHED ALONG THE BANKS OF THE HARPEETH.

ADJACENT BUILDING HEIGHTS

PRCL ID	ADDRESS	BUILDING HEIGHT
063N-B06500	84-86 E MAIN ST	26'
063N-B06200	106 BRIDGE ST	17'
063N-B06300	108 BRIDGE ST	39'
063N-B06400	112 BRIDGE ST	29'
063N-B06501	144 BRIDGE ST	12'
078C-D00700	145 2ND AVE N	20'
078C-D00800	135 2ND AVE N	34'
078C-D00900	127 2ND AVE N	15'
078C-D01100	121 2ND AVE N	13'6"
078C-D01200	208 E MAIN ST	14'
078C-D01201	206 E MAIN ST	34'
078C-D01300	198 E MAIN ST	38'
078C-D01600	134 2ND AVE N	25'
078C-D01700	142 2ND AVE N	31'
078C-D01800	144 2ND AVE N	24'
078C-D02000	114 E MAIN ST	28'
078C-F01200	113 2ND AVE S	35'
078C-F01300	101 E MAIN ST	35'



VICINITY MAP



SCALE 1" = 1000'



GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
DATE: NOV 11, 2014



DEVELOPMENT PLAN
HARPEETH SQUARE PUD SUBDIVISION
TAX MAP 78 C, PARCELS 13, 14, 15, 16, 20, 23, 23.01, 24, 26
FRANKLIN, TENNESSEE

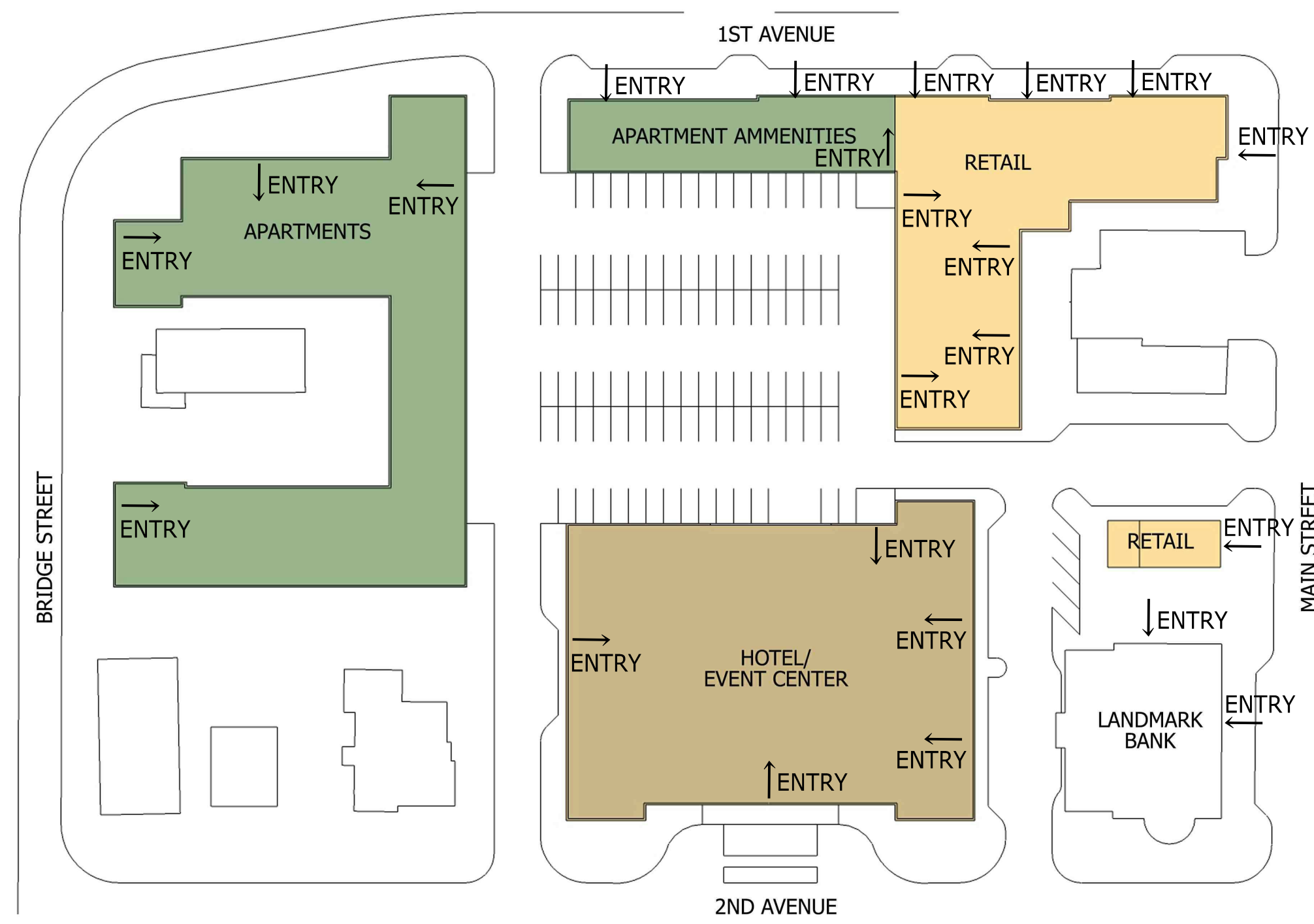


GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggamb209@gmail.com
615.975.5765

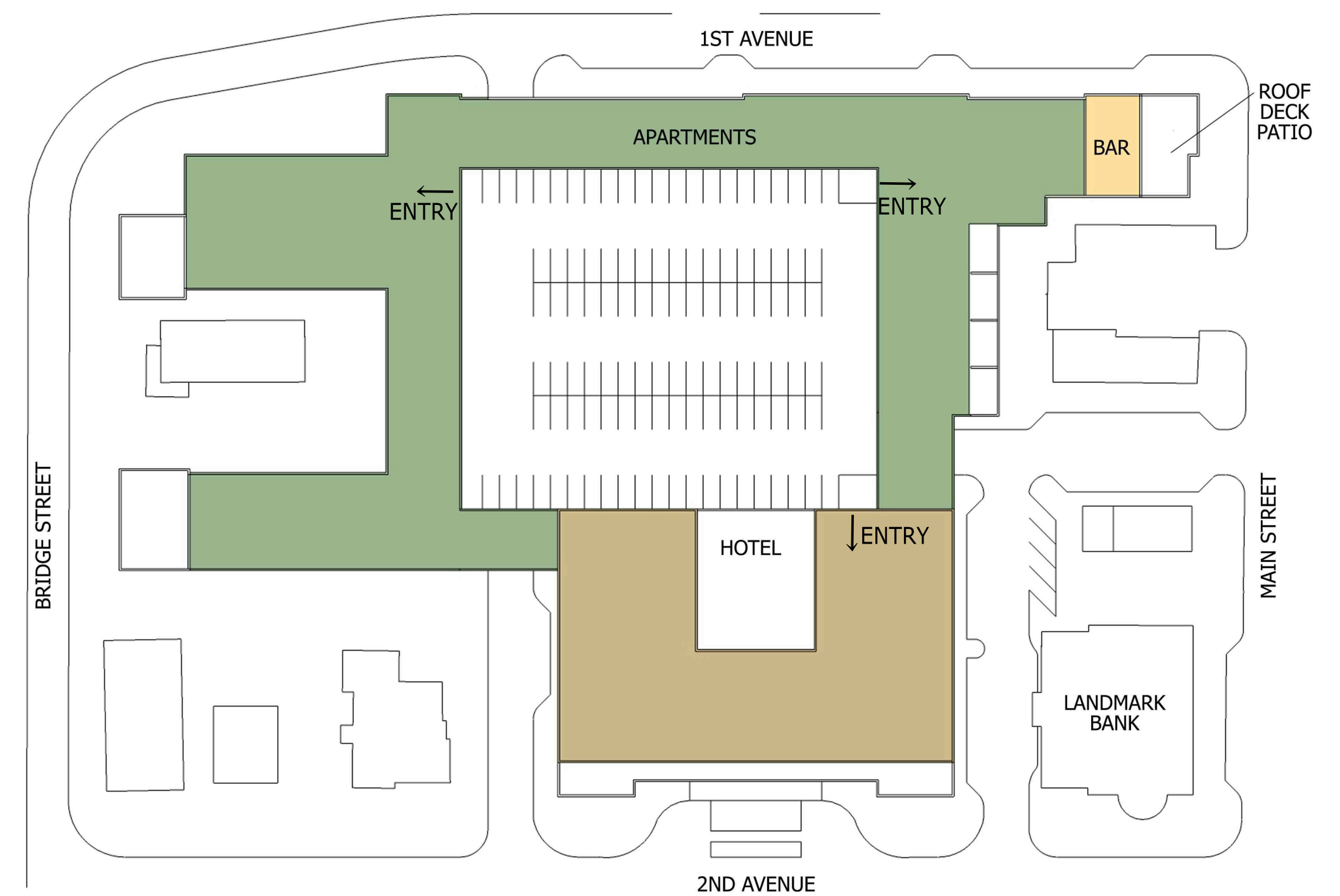
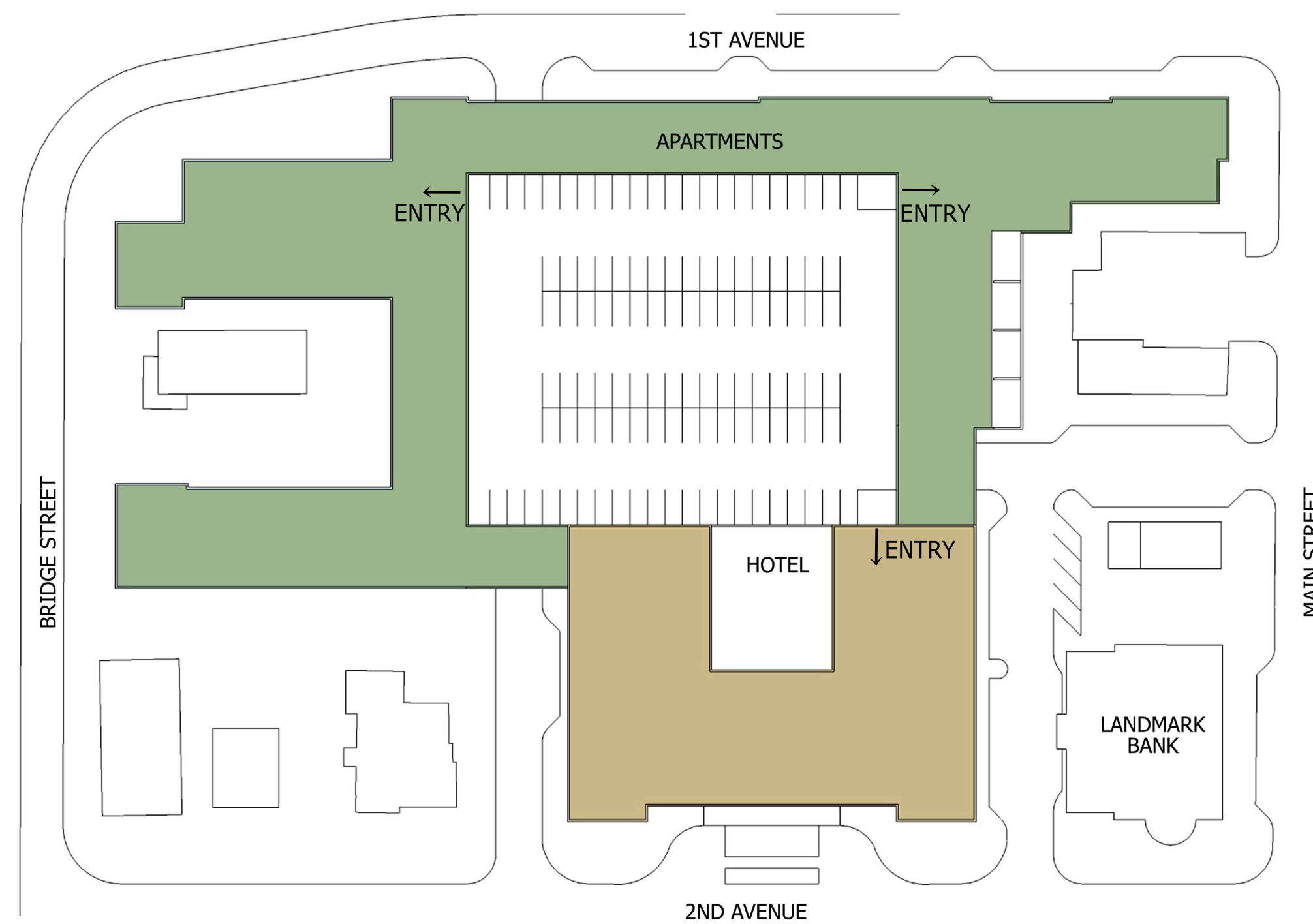
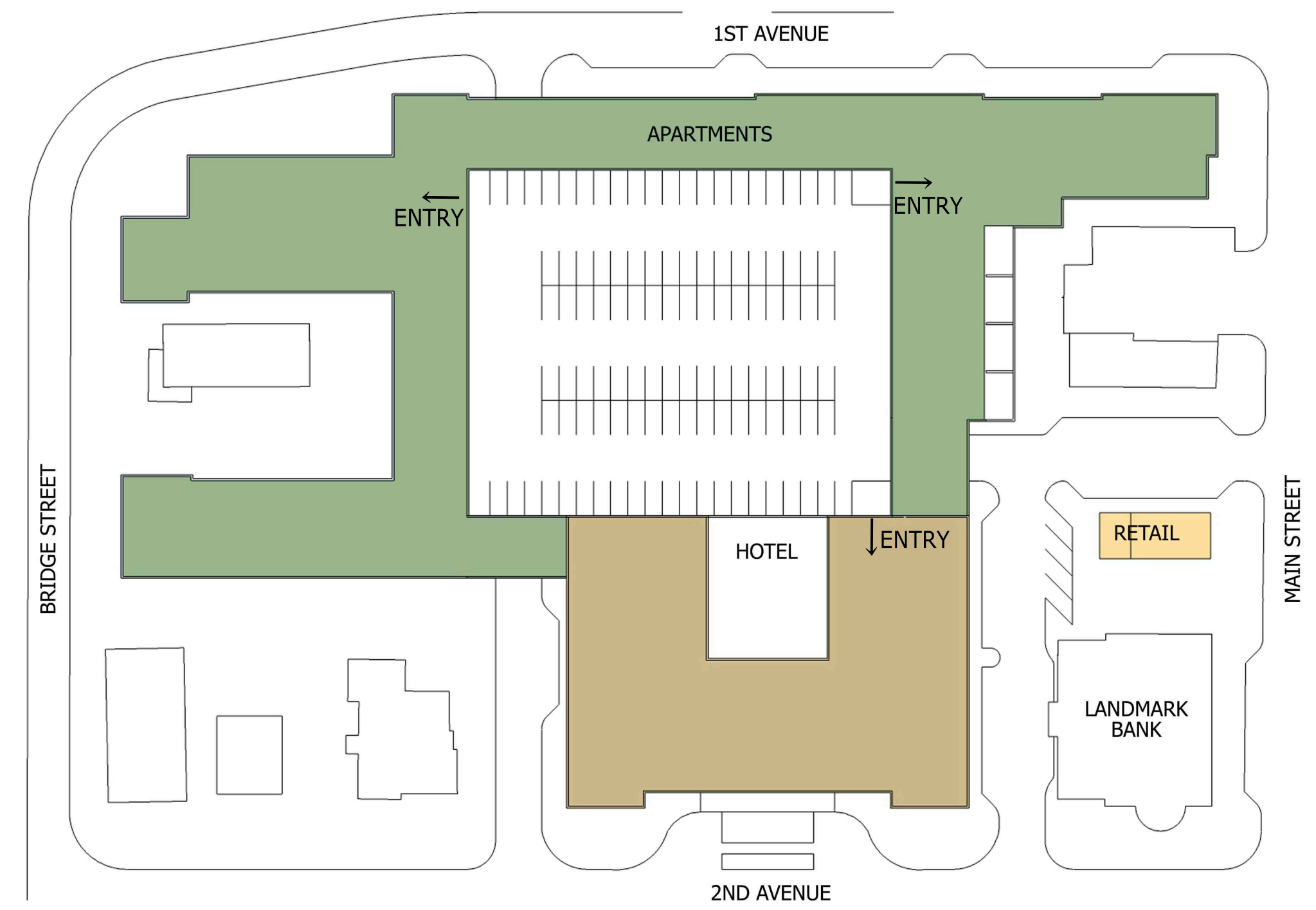
DEVELOPMENT PLAN

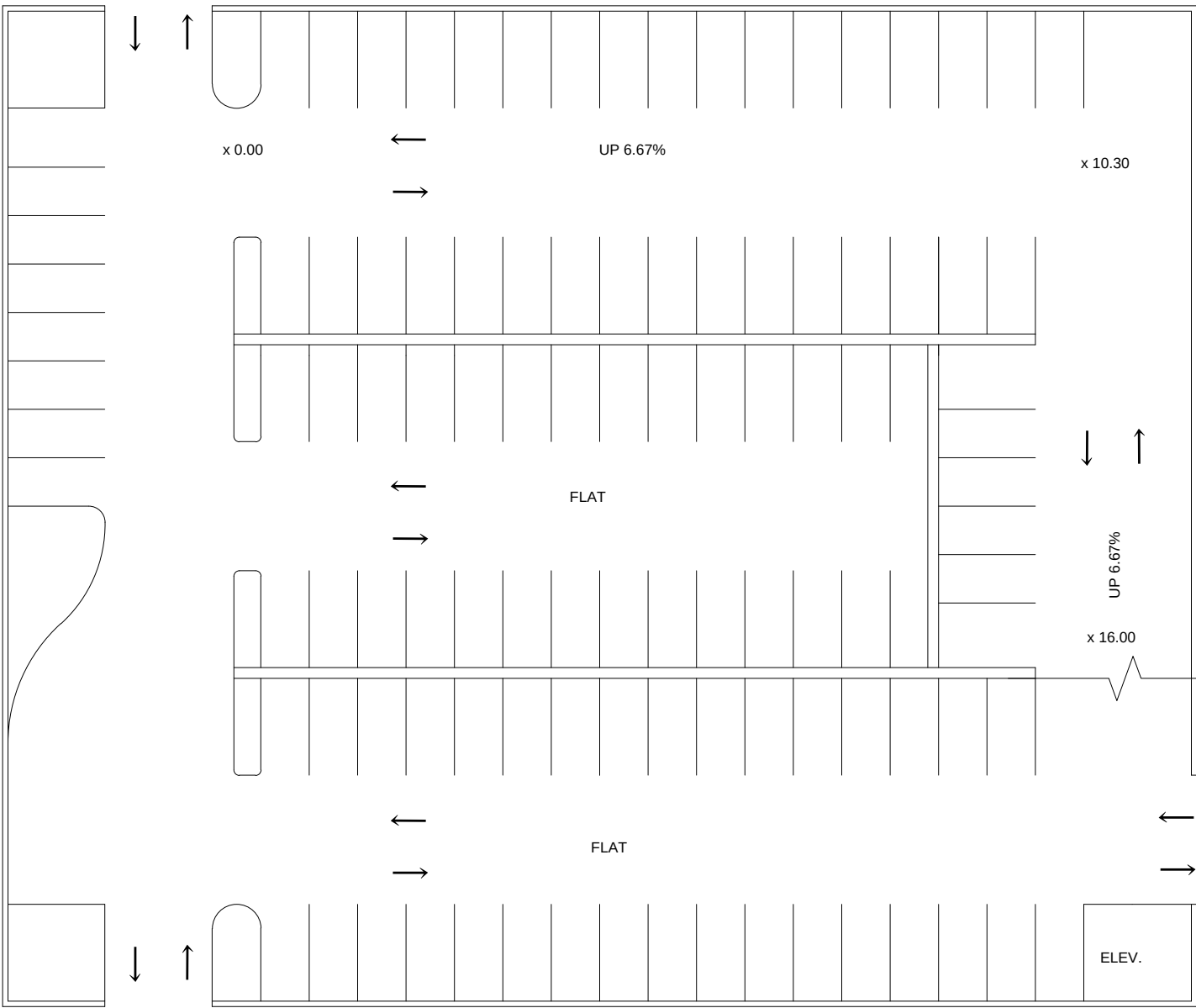
COF# 4713

C2.0

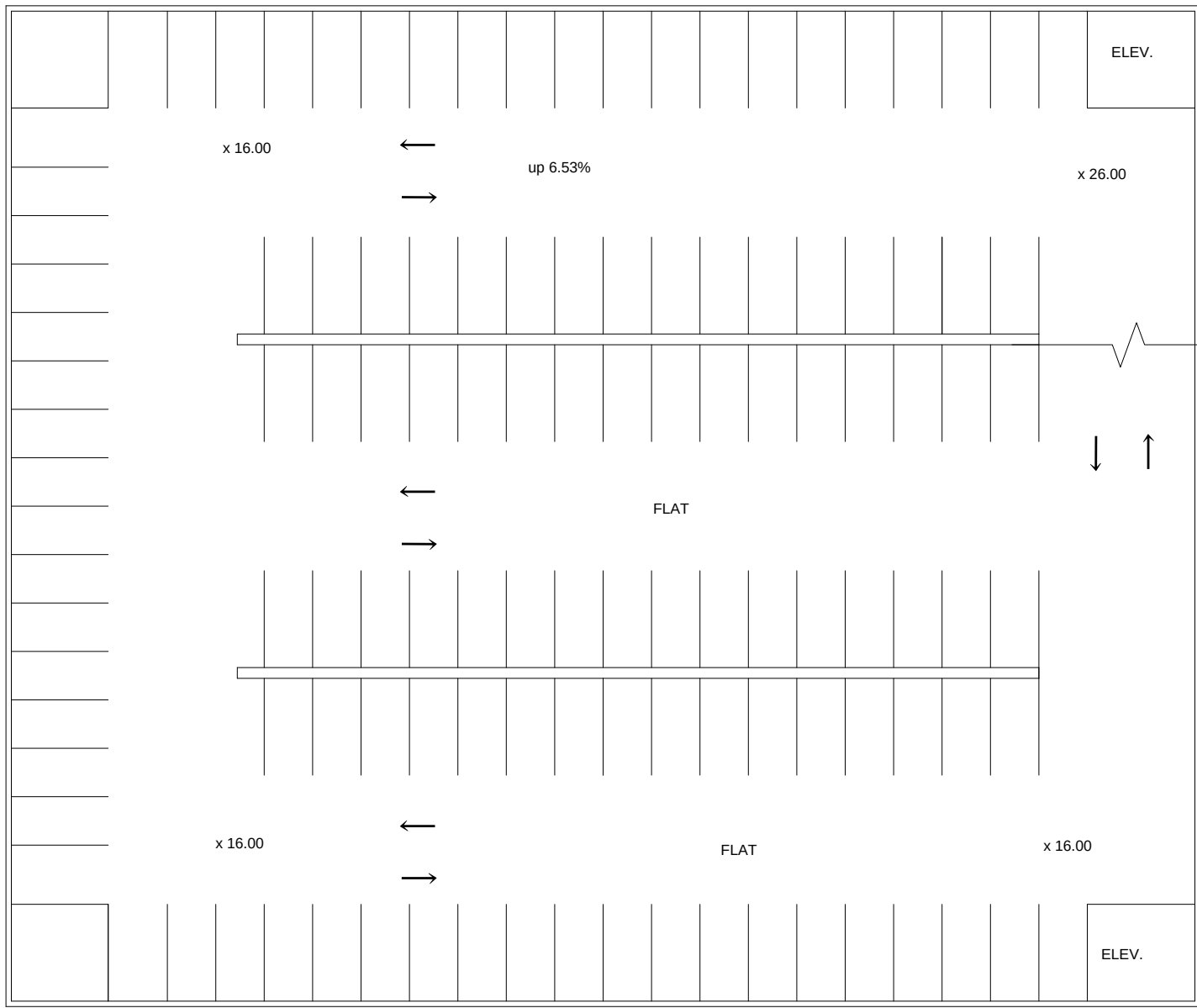


RETAIL/ RESTAURANT		21,618
APARTMENTS		151 UNITS
HOTEL		115 KEYS

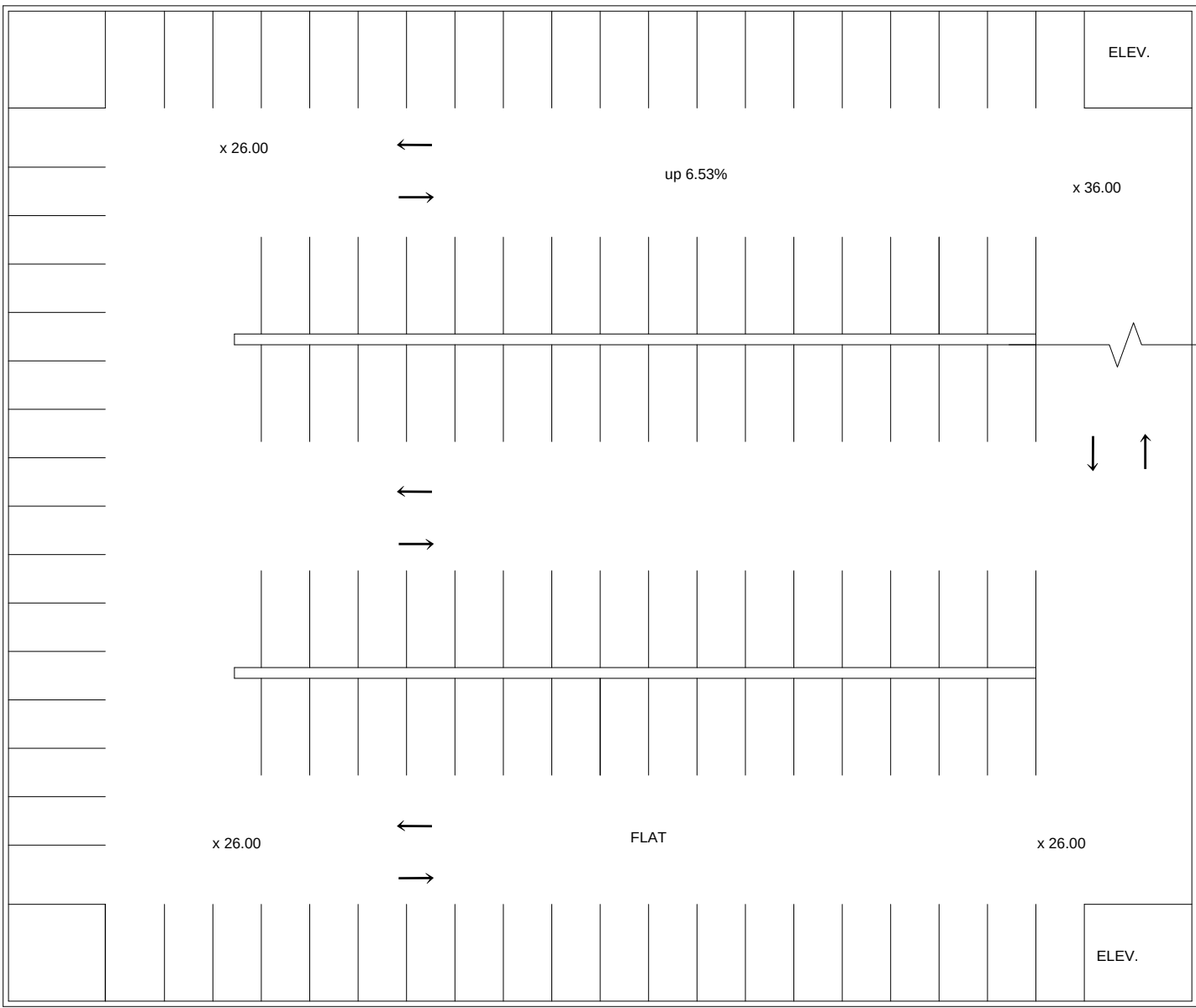




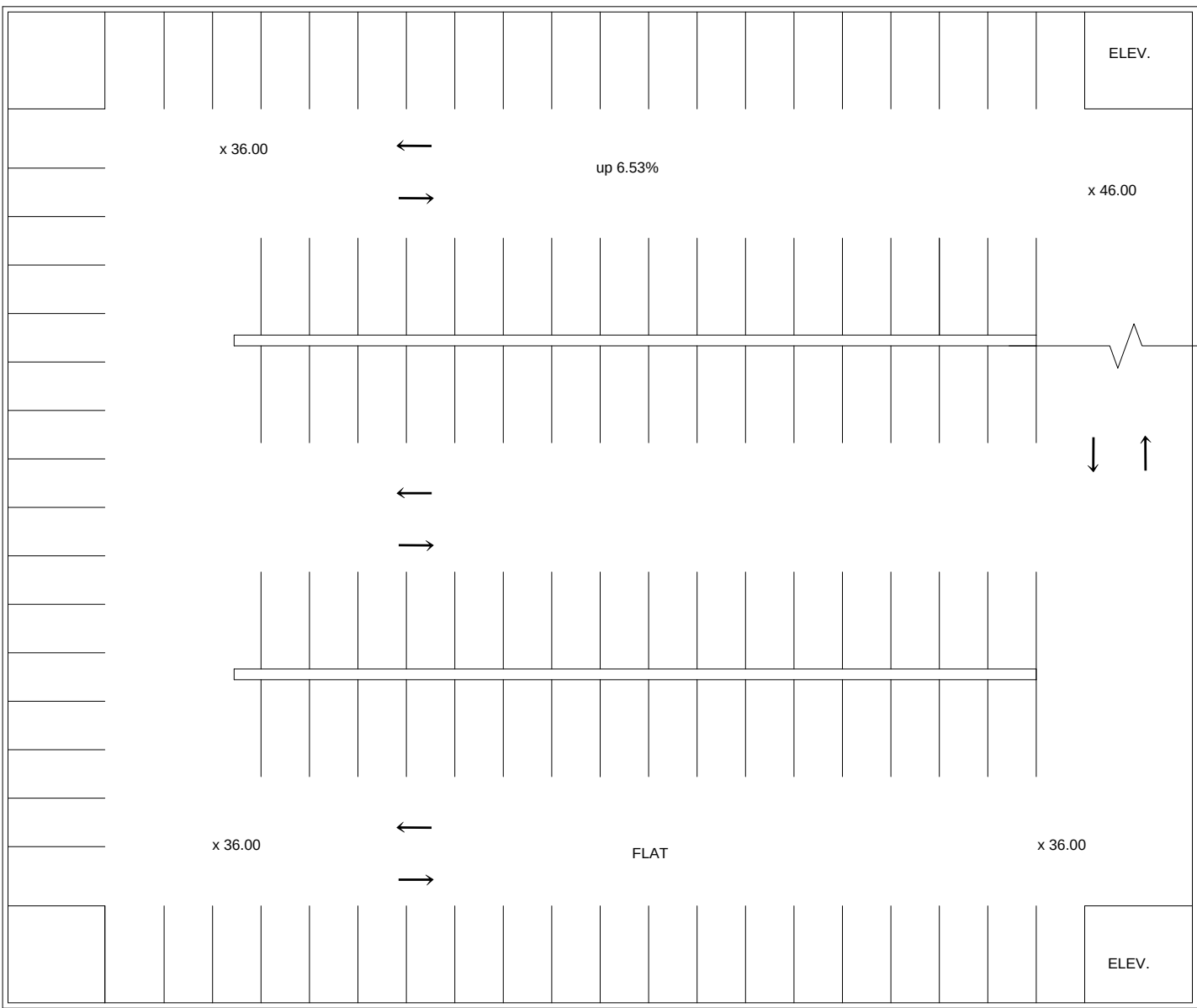
1 - 109 spaces



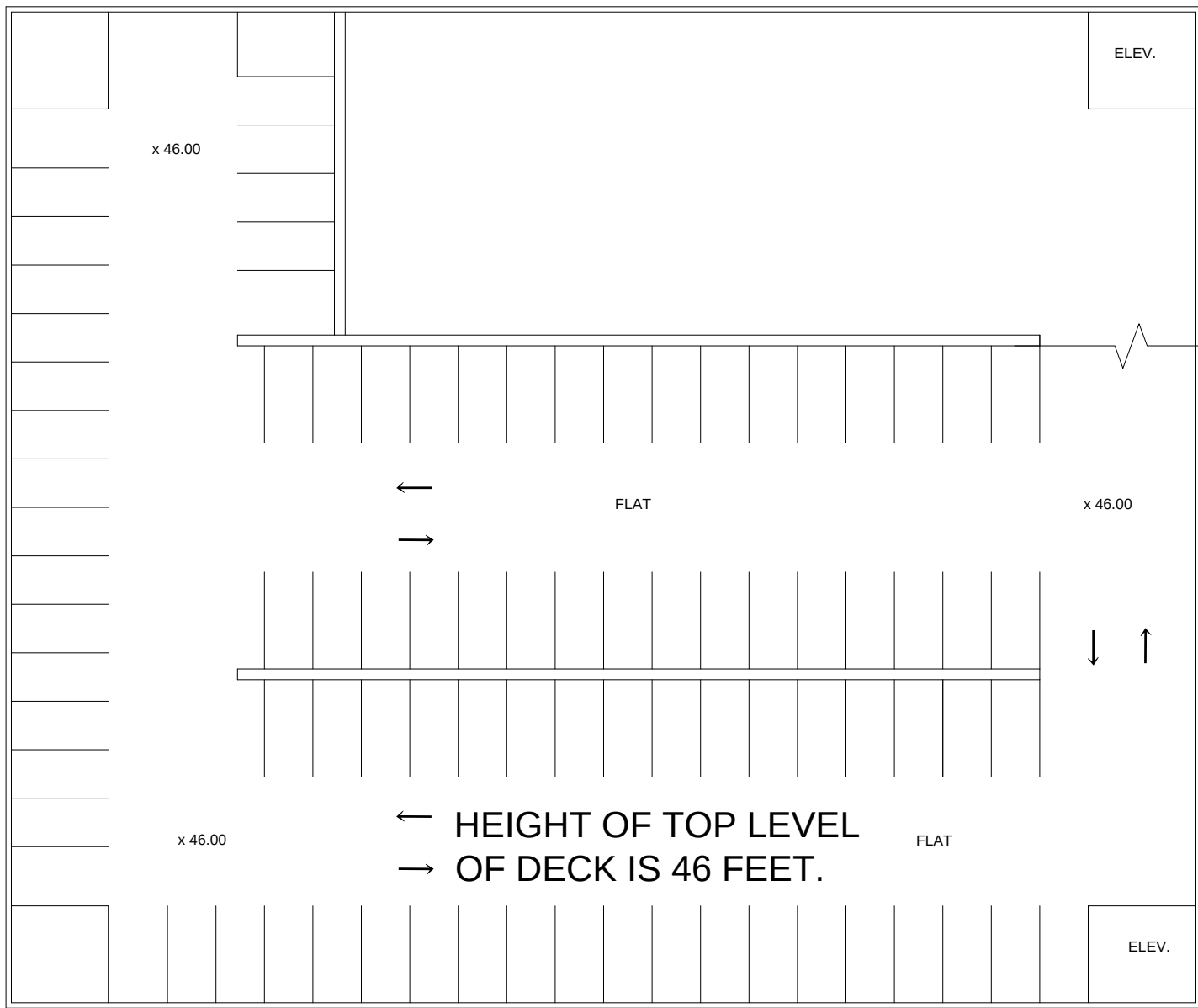
2 - 120 spaces



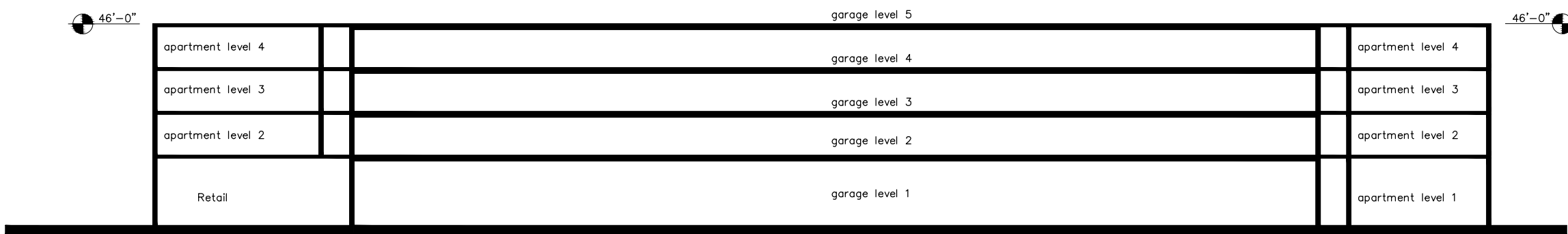
3 - 120 spaces



4 - 120 spaces



5 - 89 spaces

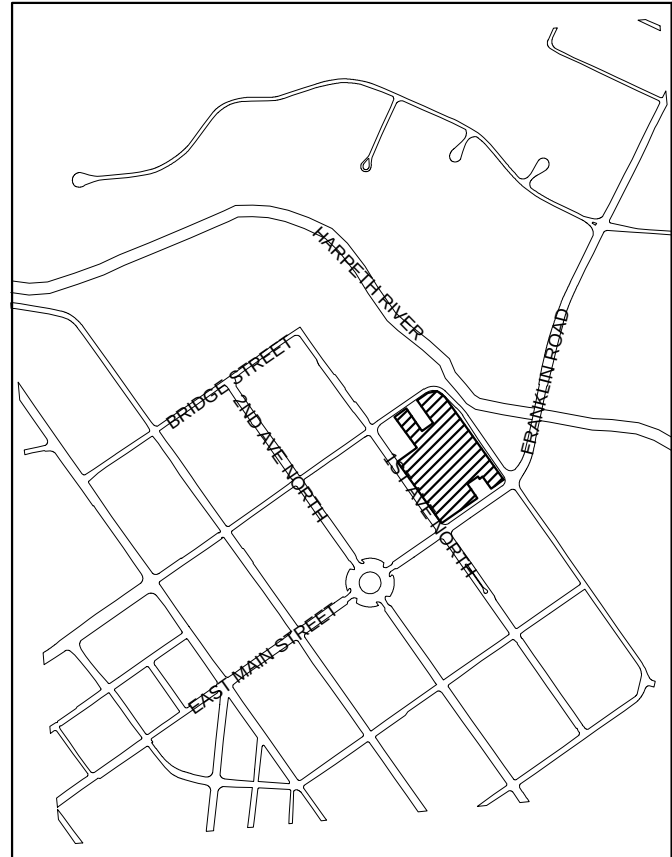


Total: 558 spaces

DEVELOPMENT DATA AND PARKING REQUIREMENTS:

PRIMARY USE	QUANTITIY	SQUARE FOOTAGE	PARKING REQUIRED	UNIT	REQUIRED PARKING
EXISTING BANK	12,000 SF	12,000	0	12,000 SF	0
HOTEL	115 ROOMS	107,847 HOTEL	1 PER ROOM	115 ROOMS	115
		10,000 SF ASSEMBLY	0.75 PER EMPLOYEE	25 EMP/LARGEST SHIFT	19
			0.17 PER MAX OCCUPANCY FOR ASSEMBLY	667 MAX OCCUPANCY	114
RESTAURANT	5,000 SF	5,000	7.5 PER 1000 SF	5000 SF	38
RETAIL	16,650 SF	16,650	0.75 PER EMPLOYEE	30 EMP/LARGEST SHIFT	23
			0.67 PER OUTDOOR SEAT	20 SEATS	14
APARTMENTS	151 UNITS	189,600	2.5 PER 1000 SF	16,650 SF	42
			1 FOR 1ST BD, 0.5 FOR EA ADDITIONAL BEDROOM	75 ONE-BEDROOM	75
				54 TWO-BEDROOM	81
				22 THREE-BEDROOM	44
TOTAL REQUIRED PARKING : 565					

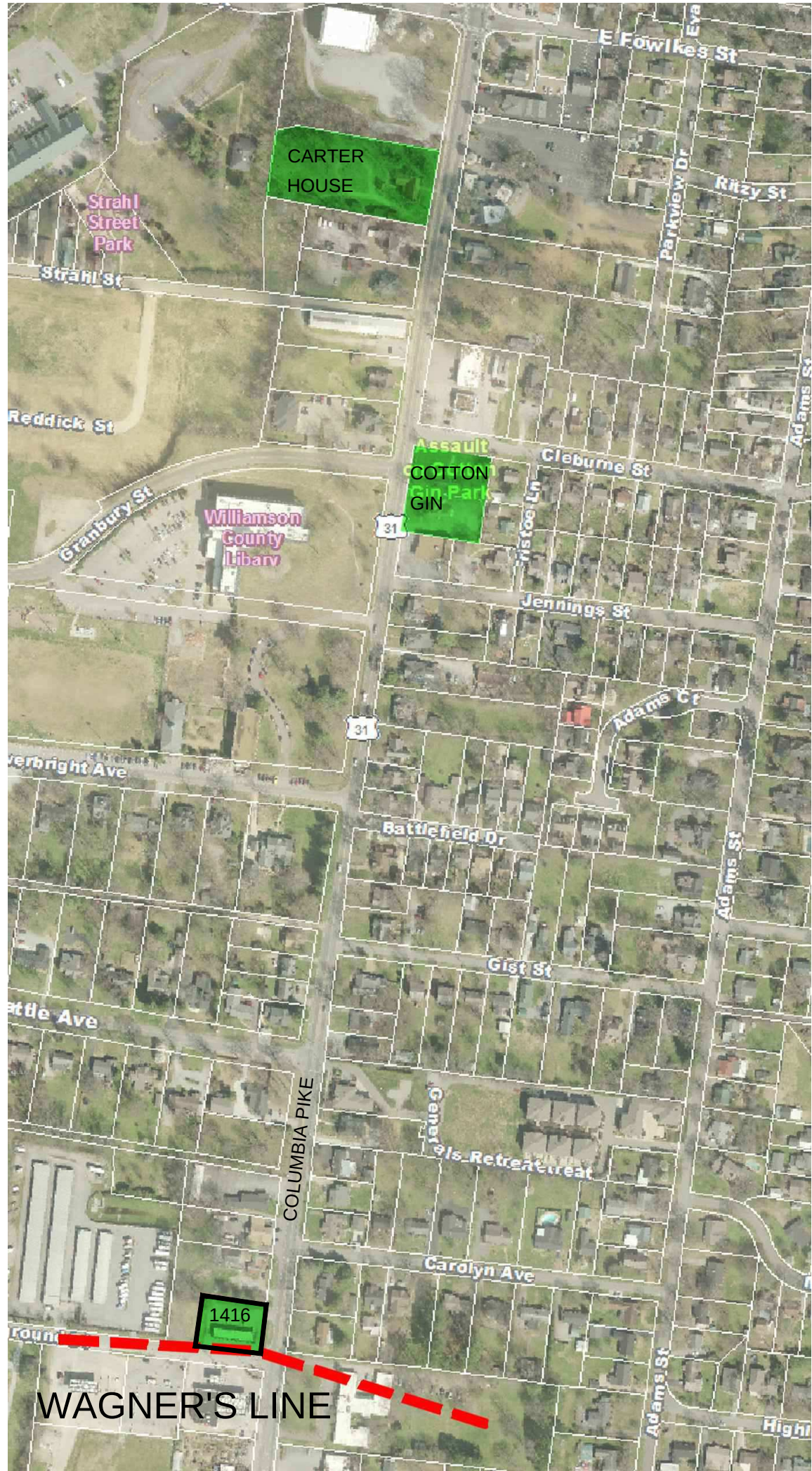
PARKING PROVIDED: GARAGE 558
ON-STREET 16
SURFACE PARKING 15
TOTAL PARKING SPACES 589
TOTAL BICYCLE PARKING SPACES (1.10) 80



VICINITY MAP



SCALE 1" = 1000'



1416 COLUMBIA PIKE

SITE DATA:

PROJECT NAME:	HARPETH SQUARE
PROPOSED ZONING:	SD-X, 34.17, 33650, 115
PROJECT NUMBER:	4713
SUBDIVISION:	---
LOT NUMBER:	---
ADDRESS:	188 E MAIN ST 112 2ND AVENUE N 122 2ND AVENUE N 134 2ND AVENUE N 133 1ST AVENUE N 107 1ST AVENUE N 109 1ST AVENUE N 104 E MAIN ST
CITY:	FRANKLIN, TN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	14TH CIVIL DISTRICT
EXISTING ZONING:	CENTRAL COMMERCIAL (CC)
CHARACTER OVERLAY:	CENTRAL FRANKLIN CHARACTER AREA 1 (CFCO1)
OTHER APPLICABLE OVERLAYS:	HPO, FFO, PWO
APPLICABLE DEVELOPMENT STANDARD:	TRADITIONAL
ACREAGE OF SITE:	4.42 AC
SQUARE FOOTAGE OF SITE:	192,541 SF
MINIMUM REQUIRED SETBACK LINES:	PER DEVELOPMENT PLAN
OWNER:	JAYMAR DEVELOPMENT JAY FRANKS 144 SOUTHEAST PARKWAY, SUITE 230 FRANKLIN, TN 37064 615-300-0001 jfranks338@msn.com HARPETH ASSOCIATES LLC J RODERICK HELLER III 144 SOUTHEAST PARKWAY, SUITE 230 FRANKLIN, TN 37064 202.257.5260 roderickheller10@gmail.com DANMARK COMPANY WILLIAM DEPRIEST 2060 HILLSBORO ROAD FRANKLIN, TN 37069 615.794.2608 depriestcompany@gmail.net RON SHUFF FAMILY PARTNERSHIP RONALD L SHUFF 127 2ND AVENUE NORTH FRANKLIN, TN 37064

APPLICANT:	GAMBLE DESIGN COLLABORATIVE, LLC 144 SOUTHEAST PARKWAY, SUITE 200 FRANKLIN, TN 37064 CONTACT: GREG GAMBLE EMAIL: greggamb209@gmail.com PHONE: (615) 975-5765
BUILDING SQUARE FOOTAGE:	(SEE DEVELOPMENT DATA CHART, C2.0)
BUILDING COVERAGE:	63.2%
BUILDING HEIGHT:	UP TO 4 STORIES, MAX 5' FOR TOP OF PARAPET AND MAX 5' FOR OTHER USES TO TOP OF PARAPET
LANDSCAPE SURFACE RATIO:	0.15 (SEE MOS REQUEST C2.3)
MINIMUM LANDSCAPE RATIO:	0.20 (SEE MOS REQUEST C2.3)
INCOMPATIBLE USE BUFFER REQUIRED:	NO
MINIMUM PARKING REQUIRED:	(SEE DEVELOPMENT DATA CHART, C2.0)
MAXIMUM PARKING LIMIT:	N/A
EXISTING PARKING (IF APPLICABLE):	N/A
PARKING PROVIDED:	(SEE DEVELOPMENT DATA CHART, C2.0)
RESIDENTIAL DENSITY:	24.17 DUA
TREE CANOPY:	.01 AC PRESERVED (SEE MOS REQUEST C2.3)
OPEN SPACE (FORMAL, INFORMAL, AND TOTAL):	0.13 AC
FORMAL REQUIRED:	0.13 AC (3% OF SITE)
INFORMAL REQUIRED:	0 AC

IMPACT STATEMENT

MAJOR THOROUGHFARE PLAN
LOCAL STREET IMPACTS ARE ADDRESSED IN THE TRAFFIC REPORT PROVIDED BY GILLIAN FISCHBACH TRANSPORTATION ENGINEERING. ACCESS TO THE SITE WILL BE PROVIDED WITH CURB CUTS TO MAIN STREET, 1ST AVENUE, AND 2ND AVENUE. SIDEWALKS WILL BE PROVIDED AROUND THE BLOCK WITHIN THE STREET RIGHT-OF-WAY AND WILL CONNECT TO THE EXISTING RIGHT-OF-WAY. SECTIONS OF RIGHT-OF-WAY ARE PLANNED TO BE ADDED TO THE RIGHT-OF-WAY ALONG 1ST AVENUE, AND A PORTION OF RIGHT-OF-WAY ON 2ND AVENUE IS PLANNED TO BE REDUCED. THE INTENT AND THE DESIGN STANDARDS OF COF PROJECT 51, 1ST AVENUE STREETScape, IS INTENDED TO BE CONSTRUCTED WITH THE DEVELOPMENT OF HARPETH SQUARE.

HARPETH SQUARE HAS SEVERAL CONDITIONS FOR IMPROVING OFFSITE ROADWAYS CONCURRENTLY WITH THE DEVELOPMENT OF THE PROPERTY. 1) MAIN STREET WILL BE RE-STRIPPED FROM LANCASTER DRIVE TO 1ST AVENUE TO PROVIDE A DEDICATED RIGHT TURNLANE, A THROUGH LANE, AND A LEFT TURN LANE FOR TRAFFIC ENTERING DOWNTOWN. 2) A TRAFFIC LIGHT IS WARRANTED AND WILL BE INSTALLED AT THE INTERSECTION OF 2ND AVENUE AND BRIDGE STREET. 3) 1ST AVENUE WILL BE REALIGNED PER THE CITY OF FRANKLIN ENGINEERING RECOMMENDATIONS AT THE INTERSECTION OF BRIDGE STREET.

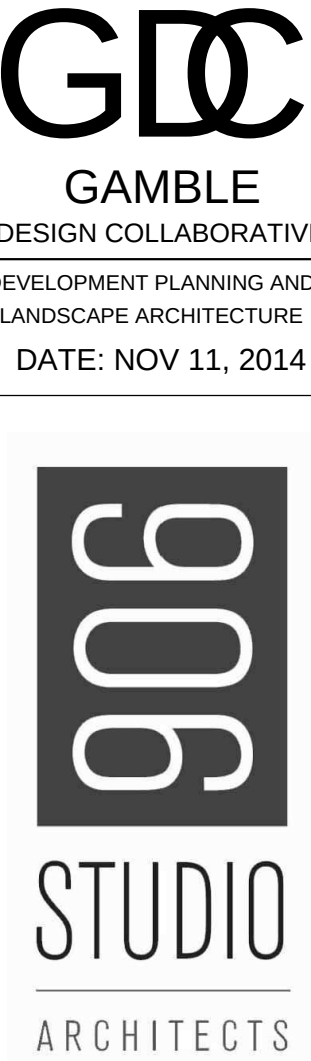
THE PHASING AND BONDING REQUIREMENTS FOR THESE OFF-SITE ROADWAY IMPROVEMENTS WILL BE ESTABLISHED WITH THE SITE PLAN APPROVAL PROCESS. ALL OFFSITE IMPROVEMENTS SHALL BE COMPLETED PRIOR TO THE 1ST CERTIFICATE OF OCCUPANCY ASSOCIATED WITH THE DEVELOPMENT.

TRIP GENERATION TABLE

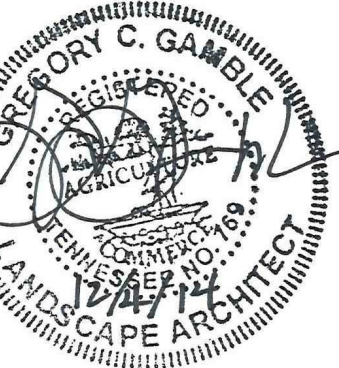
	LUC 310	High-Turnover	LUC 826	LUC 220	
Land Use:	Hotel	Sp. Restaurant	Sp. Retail	Multi-family	TOTAL
Size:	112	5,000	15,000	147	
Average Daily Traffic	999	636	665	1,014	3,314
Daily Enter	500	318	332	507	1,657
Daily Exit	500	318	332	507	1,657
AM Peak Hour Total	75	54	103	76	307
AM Peak Hour Enter	44	30	49	15	138
AM Peak Hour Exit	32	24	53	61	170
MID Peak Hour Total (7%)	70	45	47	71	232
MID Peak Hour Enter (50%)	35	22	23	36	116
MID Peak Hour Exit (50%)	35	22	23	36	116
PM Peak Hour Total	78	49	41	99	267
PM Peak Hour Enter	38	30	18	64	150
PM Peak Hour Exit	40	20	23	34	117

Trip Generation 9th Edition

DAILY SITE-GENERATED TRAFFIC VOLUMES ON CITY STREETS				
Street Name	Classification	Entering Traffic	Exiting Traffic	Total Vehicles Per Day
Main Street (east of 1st Avenue, N.)	Major Arterial	663	663	1,326
Main Street (between 1st and 2nd Avenues, N.)	Major Arterial	331	331	663
Main Street (west of 2nd Avenue, N.)	Major Arterial	414	414	828
2nd Avenue, N. (north of Main Street)	Major Collector	497	828	1,326
Bridge Street (west of 2nd Avenue, N.)	Major Collector	249	249	497
Bridge Street / 1st Avenue, N. (between Main Street and 2nd Avenue, N.)	Major Collector	166	166	331
1st Avenue, N. (north of Main Street)	Major Collector	331	331	663



DEVELOPMENT PLAN
HARPETH SQUARE PUD SUBDIVISION
TAX MAP 78 C, PARCELS 13, 14, 15, 16, 20, 23, 23.01, 24, 26
FRANKLIN, TENNESSEE

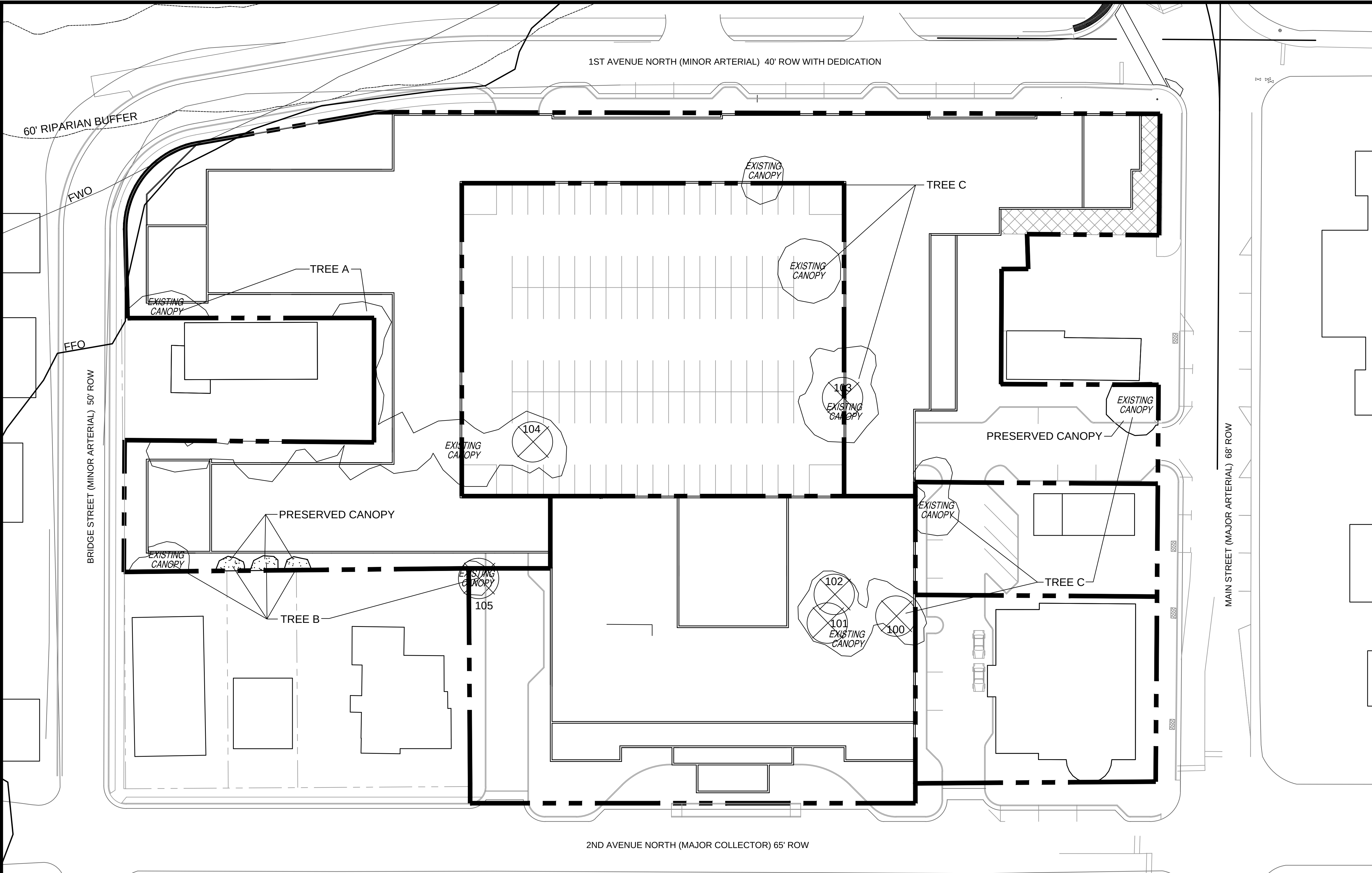


GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggamb209@gmail.com
615.975.5765

MODIFICATION OF STANDARDS

COF# 4713

C2.3



SITE DATA:

PROJECT NAME: HARPETH SQUARE
PROPOSED ZONING: SX-X 34.17, 33650, 115 4713
PROJECT NUMBER: ---
SUBDIVISION: 188 E MAIN ST
LOT NUMBER: 112 2ND AVENUE N
ADDRESS: 122 2ND AVENUE N
134 2ND AVENUE N
133 1ST AVENUE N
107 1ST AVENUE N
109 1ST AVENUE N
104 E MAIN ST

CITY: FRANKLIN, TN
COUNTY: WILLIAMSON
STATE: TENNESSEE
CIVIL DISTRICT: 14TH CIVIL DISTRICT

EXISTING ZONING: CENTRAL COMMERCIAL (CC)
CHARACTER OVERLAY: CENTRAL FRANKLIN CHARACTER AREA 1 (CFCA1)
OTHER APPLICABLE OVERLAYS: HPO, FFO, FWO
APPLICABLE DEVELOPMENT STANDARD: TRADITIONAL
ACREAGE OF SITE: 4.42 AC
SQUARE FOOTAGE OF SITE: 192,541 SF
MINIMUM REQUIRED SETBACK LINES: PER DEVELOPMENT PLAN

OWNER: JAYMAR DEVELOPMENT
JAY FRANKS
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
615.300.0001
jfrank1326@msn.com

HARPETH ASSOCIATES, LLC
J. RODERICK HELLER III
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
202.257.5260
roderickheller10@gmail.com

DANMARK COMPANY
WILLIAM DEPRIEST
2060 HILLSBORO ROAD
FRANKLIN, TN 37069
615.794.2808
depriestcompany@att.net

RON SHUFF FAMILY PARTNERSHIP
RONALD L. SHUFF
127 2ND AVENUE NORTH
FRANKLIN, TN 37064

APPLICANT:

GAMBLE DESIGN COLLABORATIVE, LLC
144 SOUTHEAST PARKWAY, SUITE 200
FRANKLIN, TN 37064
CONTACT: GREG GAMBLE
EMAIL: greggambie209@gmail.com
PHONE: 615.975.5765

BUILDING SQUARE FOOTAGE: (SEE DEVELOPMENT DATA CHART, C2.0)
BUILDING COVERAGE: 63.2%
BUILDING HEIGHT: UP TO 4 STORIES, MAX 54' FOR HOTEL USE AND MAX 51' FOR OTHER USES TO TOP OF PARAPET
LANDSCAPE SURFACE RATIO: 0.15 (SEE MOS REQUEST C2.3)
MINIMUM LANDSCAPE RATIO: 0.20 (SEE MOS REQUEST C2.3)
INCOMPATIBLE USE BUFFER REQUIRED: NO
MINIMUM PARKING REQUIRED: (SEE DEVELOPMENT DATA CHART, C2.0)
MAXIMUM PARKING LIMIT: N/A
EXISTING PARKING (IF APPLICABLE): N/A
PARKING PROVIDED: (SEE DEVELOPMENT DATA CHART, C2.0)
RESIDENTIAL DENSITY: 34.17 DUA
TREE CANOPY: .01 AC PRESERVED (SEE MOS REQUEST C2.3)
OPEN SPACE (FORMAL, INFORMAL, AND TOTAL): 0.13 AC
FORMAL REQUIRED: 0.13 AC (3% OF SITE)
INFORMAL REQUIRED: 0 AC

TREE CANOPY RETENTION

TREE AREA	EXISTING	REMOVED	RETAINED
A	6108 SF	6108 SF	0 SF
B	1009 SF	696 SF	313 SF
C	3529 SF	3529 SF	0 SF
D	3928 SF	3157 SF	771 SF
TOTAL:	14,574 SF	13,225 SF	1,084 SF
TOTAL ACRES:	0.31 AC	0.30 AC	0.01 AC

TREE CANOPY PRESERVATION

EXISTING TREE CANOPY: 14,574 SF 0.31 AC
REQUIRED PRESERVATION: 14,574 SF X 54% = 7,870 SF 54%

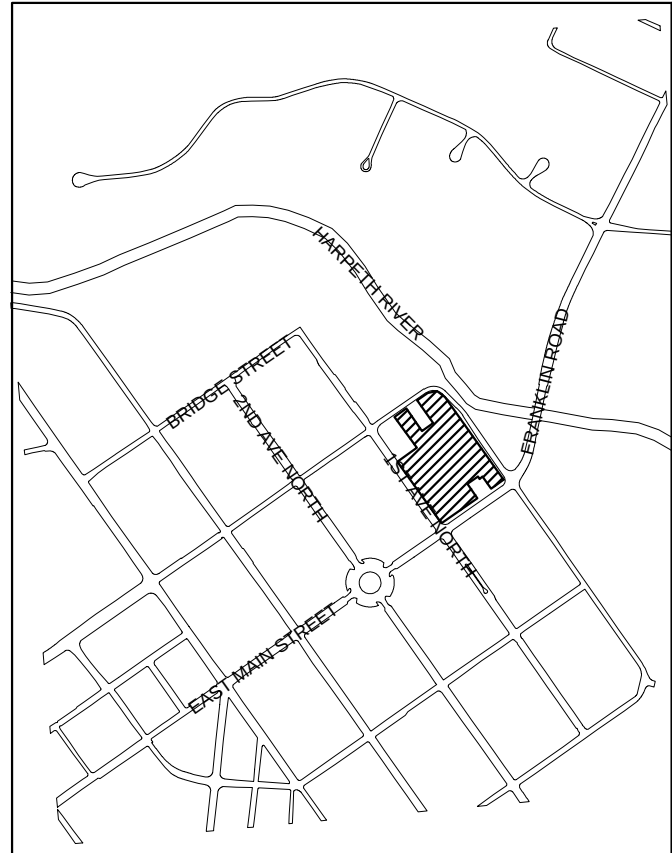
PROVIDED CANOPY PRESERVATION: 1,084 SF 7.4%
(SEE MODIFICATION OF STANDARDS REQUEST)

SPECIMEN TREE REPLACEMENT

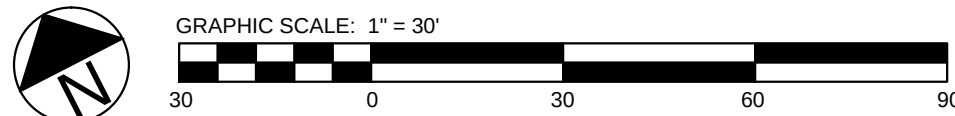
#	SPECIES	DBH	CONDITION	RETAINED
100	MAPLE	32"	GOOD	NO
101	MAPLE	32"	FAIR	NO
102	OAK	42"	GOOD	NO
103	ASH	36"	GOOD	NO
104	ELM	30"	POOR	NO

TOTAL GOOD AND FAIR SPECIMEN TREE REMOVED: 142"
TOTAL REQUIRED SPECIMEN REPLACEMENT: 284"

SPECIMEN TREE REPLACEMENT WILL BE LOCATED IN THE BICENTENNIAL PARK AND INSTALLED WITH THE STORMWATER DETENTION BASIN PROPOSED WITH THIS PUD SUBMITTAL.



VICINITY MAP



SCALE 1" = 1000'

GDC

GAMBLE

DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND

LANDSCAPE ARCHITECTURE

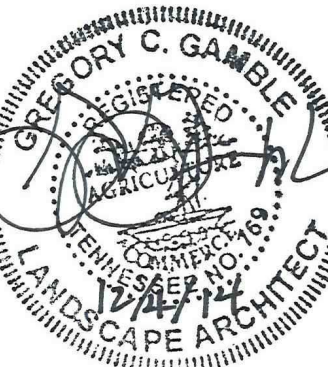
DATE: NOV 11, 2014

906

STUDIO

ARCHITECTS

DEVELOPMENT PLAN
HARPETH SQUARE PUD SUBDIVISION
TAX MAP 78 C, PARCELS 13, 14, 15, 16, 20, 23, 23.01, 24, 26
FRANKLIN, TENNESSEE



GAMBLE DESIGN COLLABORATIVE

144 SOUTHEAST PARKWAY

SUITE 230

FRANKLIN, TENNESSEE 37064

GREG GAMBLE

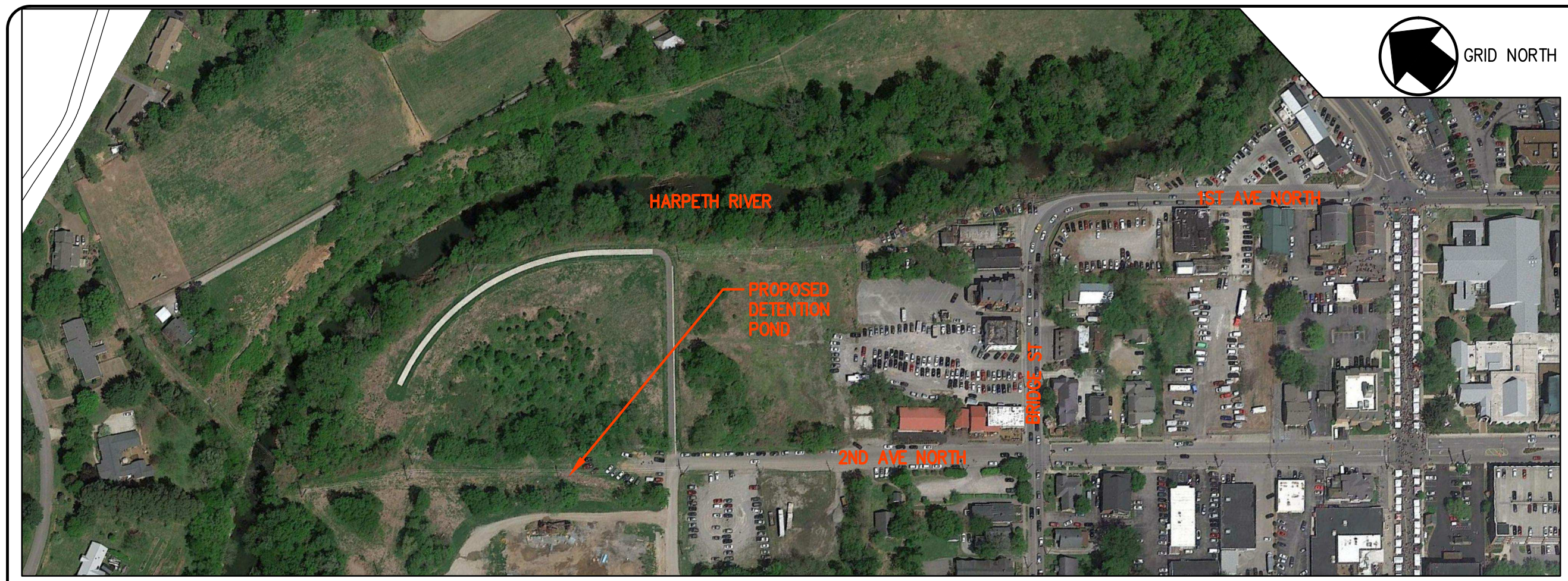
greggambie209@gmail.com

615.975.5765

CANOPY PRESERVATION

COF# 4713

C2.4



SITE DATA

PROJECT NAME:
HARPETH SQUARE

PROPOSED ZONING:
SD-X 33.3, 112, 32000

ADDRESS:
198 E MAIN ST
112 2ND AVENUE N
134 2ND AVENUE N
107 1ST AVENUE N
109 1ST AVENUE N
104 E MAIN ST

CITY:
FRANKLIN, TN

COUNTY:
WILLIAMSON

STATE:
TENNESSEE

EXISTING ZONING:
CENTRAL COMMERCIAL (CC)

CHARACTER OVERLAY:
CENTRAL FRANKLIN CHARACTER AREA 1
(CFC01)

OTHER APPLICABLE OVERLAYS:
HPO, FFO, FWO

APPLICABLE DEVELOPMENT STANDARD:
TRADITIONAL

ACREAGE OF SITE:
4.42 AC

SQUARE FOOTAGE OF SITE:
192,541 SF

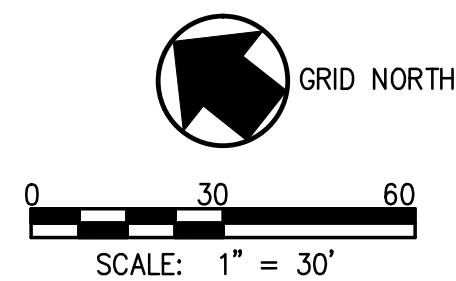
MINIMUM REQUIRED SETBACK LINES:
YARD FRONTING ON ANY STREET: 0
SIDE YARD: 0
REAR YARD: 0

OWNERS:
JAYMAR DEVELOPMENT
JAY FRANKS
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
615.300.0001
jfrankst130@msn.com

HARPETH ASSOCIATES LLC
J. RODERICK HELLER III
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
202.257.5260
roderickheller10@gmail.com

DANMARK COMPANY
WILLIAM DEPRIEST
2060 HILLSBORO ROAD
FRANKLIN, TN 37069
615.794.2808
depriestcompany@att.net

RON SHUFF FAMILY PARTNERSHIP
RONALD L. SHUFF
127 2ND AVENUE NORTH
FRANKLIN, TN 37064



NOTES:

1. THE BOUNDARY AND TOPOGRAPHIC DATA SHOWN WAS PROVIDED BY PROVIDED BY -----, INC. DATED -----, 20--.
2. TOTAL AREA IS 7.8± ACRES. THE TOTAL DISTURBED AREA IS APPROXIMATELY 6.5± ACRES. EXISTING IMPERVIOUS AREA APPROXIMATELY 3.3 ACRES. PROPOSED IMPERVIOUS AREA APPROXIMATELY 3.2 ACRES.
3. CHARACTER OF ALL STREET IMPROVEMENTS SHALL BE SET FORTH BY THE "FRANKLIN CORRIDOR AND CONNECTOR STREETS ECONOMIC DEVELOPMENT PROJECT." SEE EXHIBIT A FOR DETAILS.
4. POTENTIAL SIGNALIZATION OF BRIDGE STREET AND 2ND AVENUE SHALL BE COORDINATED WITH THE CITY OF FRANKLIN TRAFFIC ENGINEER.
5. PROPOSED OFF-SITE DETENTION IS SHOWN AND PROPOSED SITE WILL MEET CITY OF FRANKLIN WATER QUALITY STANDARDS. FINAL DESIGN OF DETENTION TO BE COMPLETED DURING SITE PLAN SUBMITTAL.
6. OFF-SITE DETENTION AND WATER QUALITY TO BE ADDRESSED AS DESCRIBED IN THE CITY OF FRANKLIN CONTRACT 2014-0298. APPROVED BY BOMA ON NOVEMBER 25, 2014.
7. A VARIANCE FOR THE REQUIRED STREAM BUFFER FOR THE HARPETH RIVER WAS GRANTED BY CITY STAFF AND THUS NO STREAM BUFFERS AFFECT THIS DEVELOPMENT.

Revisions:

Drawing Notes:

GDC

GAMBLE

DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND

LANDSCAPE ARCHITECTURE

DATE: DEC 4, 2014

DEVELOPMENT PLAN

HARPETH SQUARE PUD SUBDIVISION

TAX MAP 78 C, PARCELS 13, 14, 15, 16, 20, 23, 23.01, 24, 26

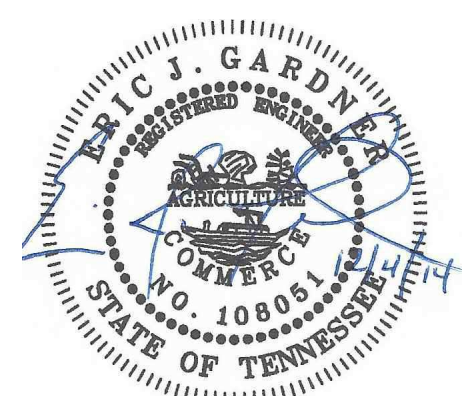
FRANKLIN, TENNESSEE

GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggambler2019@gmail.com
615.975.5765

STORMWATER
MANAGEMENT
PLAN

COF# 4713

C3.0



CANNON & CANNON INC
CONSULTING ENGINEERS - FIELD SURVEYORS

TEL: 865.670.8555 8550 Kingston Pike
WWW.CANNON-AND-CANNON.COM Knoxville, TN 37919

811

Know what's below
Call before you dig

SITE DATA

PROJECT NAME:
HARPETH SQUARE

PROPOSED ZONING:
SD-X 33.3, 112, 32000

ADDRESS:
198 E MAIN ST
112 2ND AVENUE N
122 2ND AVENUE N
134 2ND AVENUE N
133 1ST AVENUE N
107 1ST AVENUE N
109 1ST AVENUE N
104 E MAIN ST

CITY:
FRANKLIN, TN

COUNTY:
WILLIAMSON

STATE:
TENNESSEE

EXISTING ZONING:
CENTRAL COMMERCIAL (CC)

CHARACTER OVERLAY:
CENTRAL FRANKLIN CHARACTER AREA 1
(CFC01)

OTHER APPLICABLE OVERLAYS:
HPO, FFO, FWO

APPLICABLE DEVELOPMENT STANDARD:
TRADITIONAL

ACREAGE OF SITE:
4.42 AC

SQUARE FOOTAGE OF SITE:
192,541 SF

MINIMUM REQUIRED SETBACK LINES:
YARD FRONTING ON ANY STREET: 0
SIDE YARD: 0
REAR YARD: 0

OWNERS:
JAYMAR DEVELOPMENT
JAY FRANKS
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
615.300.0001
jfranks130@msn.com

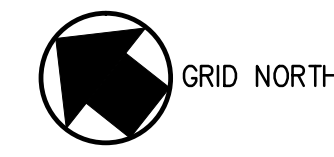
HARPETH ASSOCIATES LLC
J. RODERICK HELLER III
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
202.257.5260
roderickheller10@gmail.com

DANMARK COMPANY
WILLIAM DEPRIEST
2060 HILLSBORO ROAD
FRANKLIN, TN 37069
615.794.2808
depriestcompany@att.net

RON SHUFF FAMILY PARTNERSHIP
RONALD L. SHUFF
127 2ND AVENUE NORTH
FRANKLIN, TN 37064

LEGEND

— EXISTING CONTOUR
- - - EXISTING CONTOUR
— 640 — PROPOSED CONTOUR
— 42 — PROPOSED CONTOUR



0 30 60
SCALE: 1" = 30'

NOTES:

1. SEE SHEET C3.0 LAYOUT AND NOTES FOR DETENTION AND WATER QUALITY.
2. A VARIANCE FOR THE REQUIRED STREAM BUFFER FOR THE HARPETH RIVER WAS GRANTED BY CITY STAFF AND THUS NO STREAM BUFFERS AFFECT THIS DEVELOPMENT.
3. THE TOTAL DISTURBED AREA IS APPROXIMATELY 6.5± ACRES. EXISTING IMPERVIOUS AREA APPROXIMATELY 3.3 ACRES. PROPOSED IMPERVIOUS AREA APPROXIMATELY 3.2 ACRES.
4. DESIGN AND WALL MATERIAL OF PROPOSED RETAINING WALL WILL MATCH THOSE AS SET FORTH IN THE FRANKLIN CORRIDOR AND CONNECTOR STREETS ECONOMIC DEVELOPMENT PROJECT PLANS.

Drawing Notes:

GDC

GAMBLE
DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
DATE: DEC 4, 2014

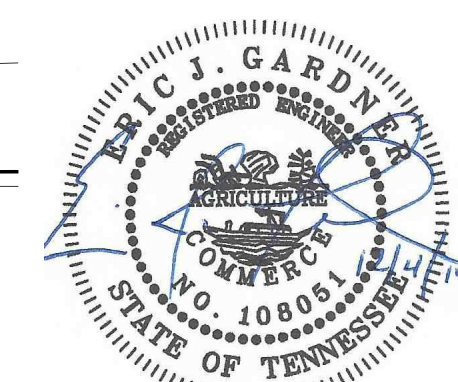
DEVELOPMENT PLAN
HARPETH SQUARE PUD SUBDIVISION
TAX MAP 78 C, PARCELS 13, 14, 15, 16, 20, 23, 23.01, 24, 26
FRANKLIN, TENNESSEE

GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggambler2019@gmail.com
615.975.5765

GRADING &
DRAINAGE
PLAN

COF# 4713

C4.0



CANNON & CANNON INC
CONSULTING ENGINEERS - FIELD SURVEYORS

TEL: 865.670.8555
WWW.CANNON-AND-CANNON.COM

8550 Kingston Pike
Knoxville, TN 37919

811

Know what's below
Call before you dig

SITE DATA
PROJECT NAME:
HARPETH SQUARE

PROPOSED ZONING:
SD-X 33.3, 112, 32000

ADDRESS:
198 E MAIN ST
112 2ND AVENUE N
122 2ND AVENUE N
134 2ND AVENUE N
133 1ST AVENUE N
107 1ST AVENUE N
109 1ST AVENUE N
104 E MAIN ST

CITY:
FRANKLIN, TN

COUNTY:
WILLIAMSON

STATE:
TENNESSEE

EXISTING ZONING:
CENTRAL COMMERCIAL (CC)

CHARACTER OVERLAY:
CENTRAL FRANKLIN CHARACTER AREA 1 (CFCO1)

OTHER APPLICABLE OVERLAYS:
HPO, FFO, FWO

APPLICABLE DEVELOPMENT STANDARD:
TRADITIONAL

ACREAGE OF SITE:
4.42 AC

SQUARE FOOTAGE OF SITE:
192,541 SF

MINIMUM REQUIRED SETBACK LINES:
YARD FRONTING ON ANY STREET: 0
SIDE YARD: 0
REAR YARD: 0

OWNERS:
JAYMAR DEVELOPMENT
JAY FRANKS
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
615.300.0001
jfranks130@msn.com

HARPETH ASSOCIATES LLC
J. RODERICK HELLER III
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
202.257.5260
roderickheller10@gmail.com

DANMARK COMPANY
WILLIAM DEPRIEST
2060 HILLSBORO ROAD
FRANKLIN, TN 37069
615.794.2808
depriestcompany@aatt.net

RON SHUFF FAMILY PARTNERSHIP
RONALD L SHUFF
127 2ND AVENUE NORTH
FRANKLIN, TN 37064

LEGEND
— EXISTING CONTOUR
— EXISTING CONTOUR
— 640 — PROPOSED CONTOUR
— 42 — PROPOSED CONTOUR

GRID NORTH

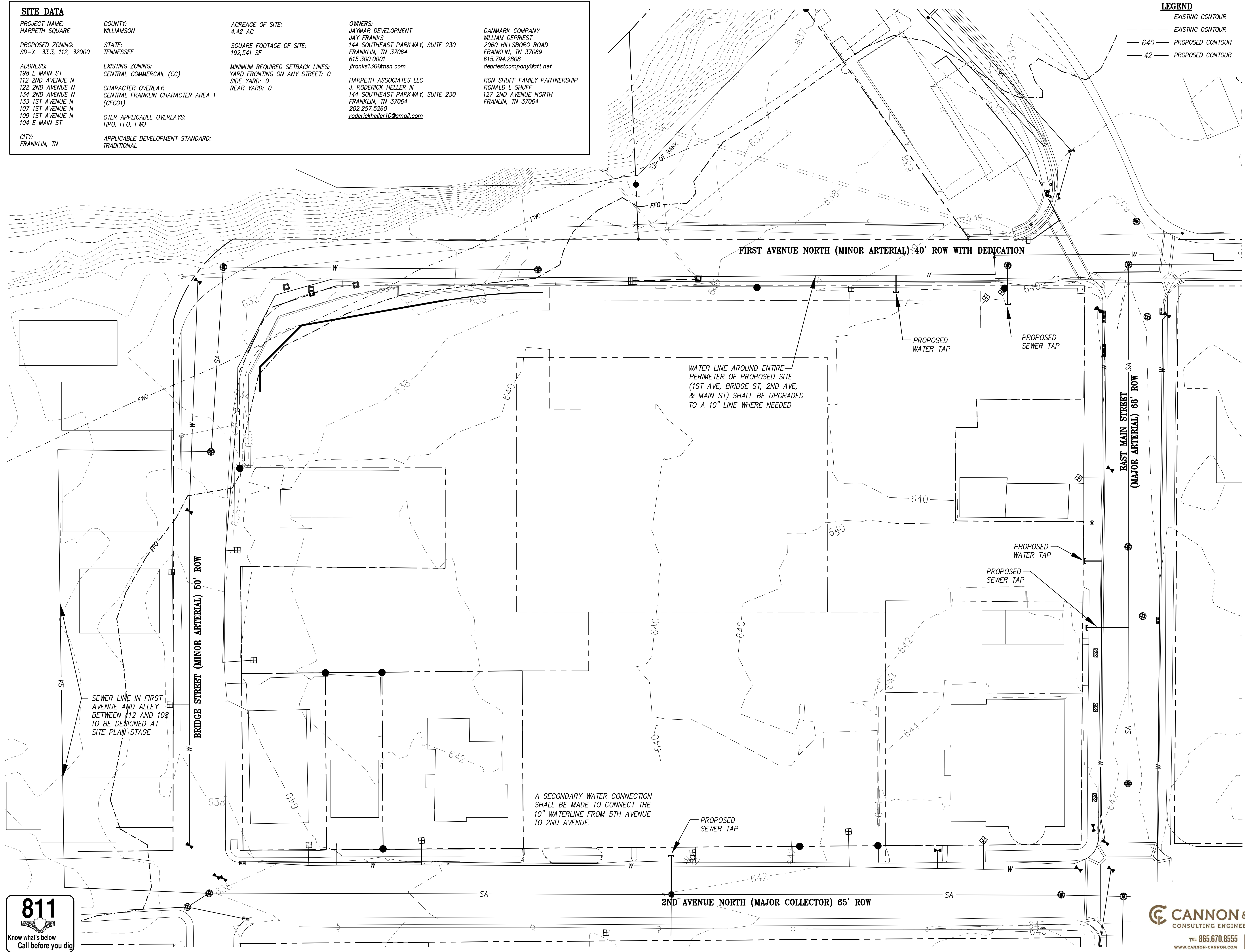
0 30 60
SCALE: 1" = 30'

- UTILITY NOTES:**
- UTILITY LOCATIONS ARE APPROXIMATE AND ADDITIONAL SURVEY WILL BE USED DURING DESIGN.
 - MINIMUM WATERMAIN SIZE IN COMMERCIAL DISTRICT SHALL BE 10" PER SPECIFICATIONS UNLESS OTHERWISE DETERMINED DURING SITE PLAN SUBMITTAL.
 - UTILITY CALCULATIONS SHALL BE SUBMITTED TO ENGINEERING AND WATER MANAGEMENT.
 - GRAVITY SANITARY SEWER SHALL BE 8" IN DIAMETER OR GREATER.
 - WASTEWATER MAHOLES SHALL BE SPACED NO MORE THAN 400'.

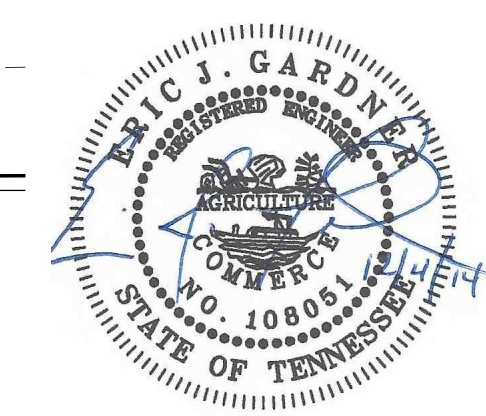
Revisions:

Drawing Notes:

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
DATE: DEC 4, 2014



DEVELOPMENT PLAN
HARPETH SQUARE PUD SUBDIVISION
TAX MAP 78 C, PARCELS 13, 14, 15, 16, 20, 23, 23.01, 24, 26
FRANKLIN, TENNESSEE



CANNON & CANNON INC
CONSULTING ENGINEERS · FIELD SURVEYORS

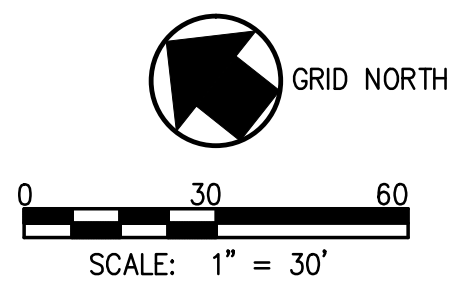
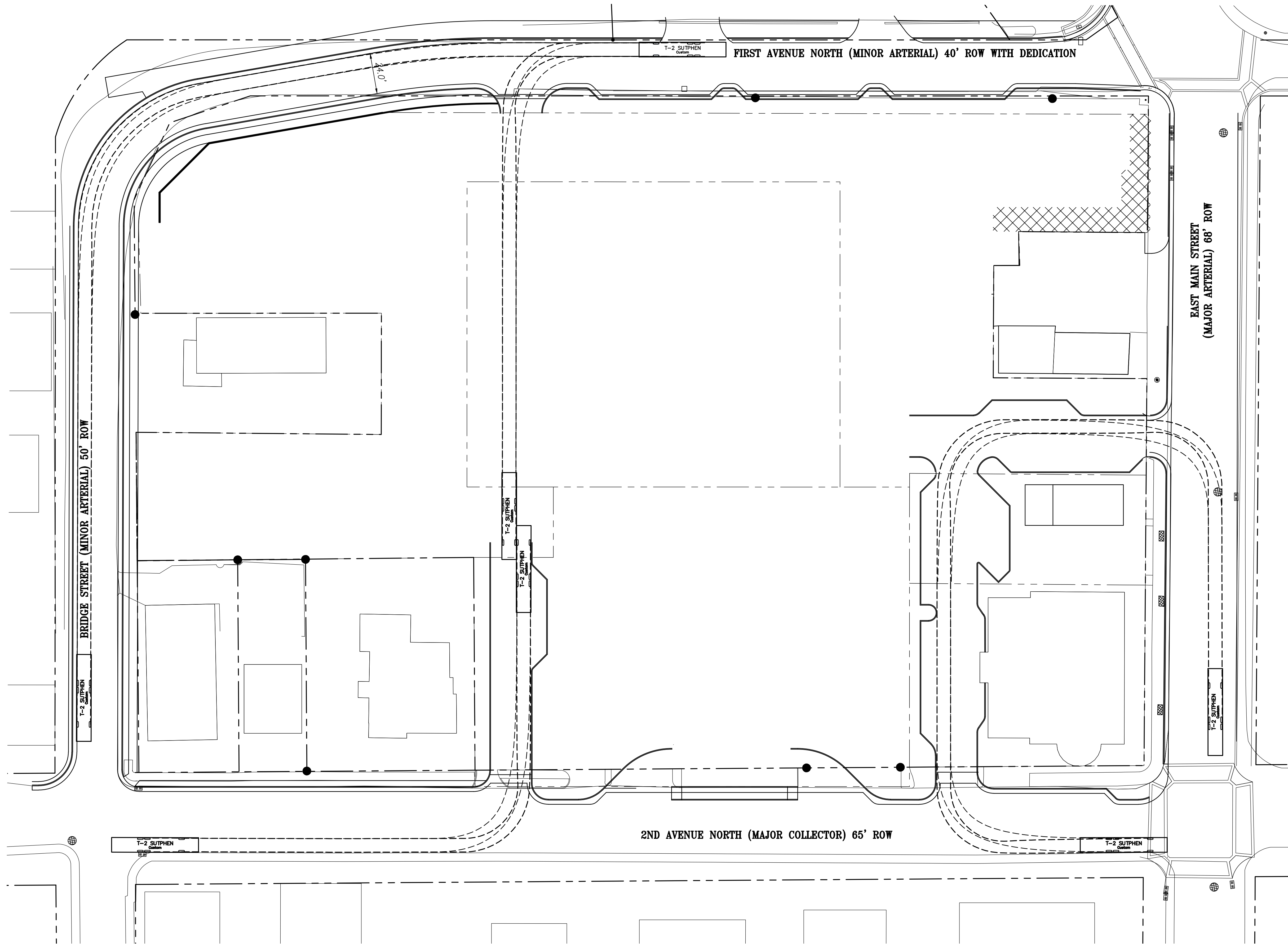
TEL 865.670.8555 8550 Kingston Pike
WWW.CANNON-CANNON.COM Knoxville, TN 37919

GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
gggambie209@gmail.com
615.975.5765

UTILITY PLAN

COF# 4713

C5.0



NOTES:

1. THE DESIGN VEHICLE USED FOR AUTOTURN ANALYSIS WAS THE T-2 SUTPHEN (FRANKLIN).
2. FRONT VEHICLE WHEEL INDICATIONS ARE BOLD DASH, WHILE BACK WHEEL INDICATIONS ARE A LIGHTER DASH.

Revisions:

Drawing Notes:

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
DATE: DEC 4, 2014

DEVELOPMENT PLAN
HARPETH SQUARE PUD SUBDIVISION
TAX MAP 78 C, PARCELS 13, 14, 15, 16, 20, 23, 23.01, 24, 26
FRANKLIN, TENNESSEE

GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggamb209@gmail.com
615.975.5765

AUTO TURN
PLAN

COF# 4713

C6.0

SITE DATA

PROJECT NAME:
HARPETH SQUARE

COUNTY:
WILLIAMSON

ACREAGE OF SITE:
4.42 AC

OWNERS:
JAYMAR DEVELOPMENT
JAY FRANKS
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
615.300.0001
jfranks130@msn.com

DANMARK COMPANY
WILLIAM DEPRIEST
2060 HILLSBORO ROAD
FRANKLIN, TN 37069
615.794.2808
depriestcompany@att.net

PROPOSED ZONING:
SD-X 33.3, 112, 32000

STATE:
TENNESSEE

SQUARE FOOTAGE OF SITE:
192,541 SF

HARPETH ASSOCIATES LLC
J. RODERICK HELLER III
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
202.257.5260
roderickheller10@gmail.com

RON SHUFF FAMILY PARTNERSHIP
RONALD L SHUFF
127 2ND AVENUE NORTH
FRANLIN, TN 37064

ADDRESS:
198 E MAIN ST
112 2ND AVENUE N
122 2ND AVENUE N
134 2ND AVENUE N
133 1ST AVENUE N
107 1ST AVENUE N
109 1ST AVENUE N
104 E MAIN ST

EXISTING ZONING:
CENTRAL COMMERCIAL (CC)

CHARACTER OVERLAY:
CENTRAL FRANKLIN CHARACTER AREA 1
(CFCO1)

OTHER APPLICABLE OVERLAYS:
HPO, FTO, FWO

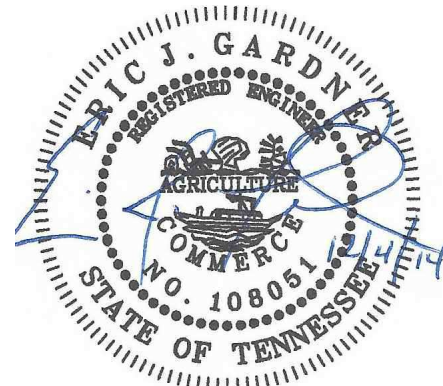
CITY:
FRANKLIN, TN

APPLICABLE DEVELOPMENT STANDARD:
TRADITIONAL

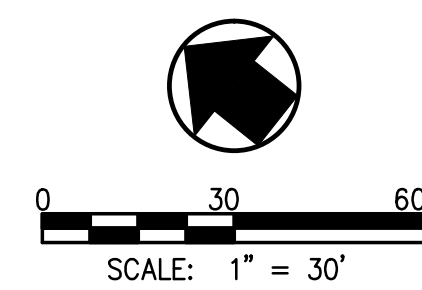
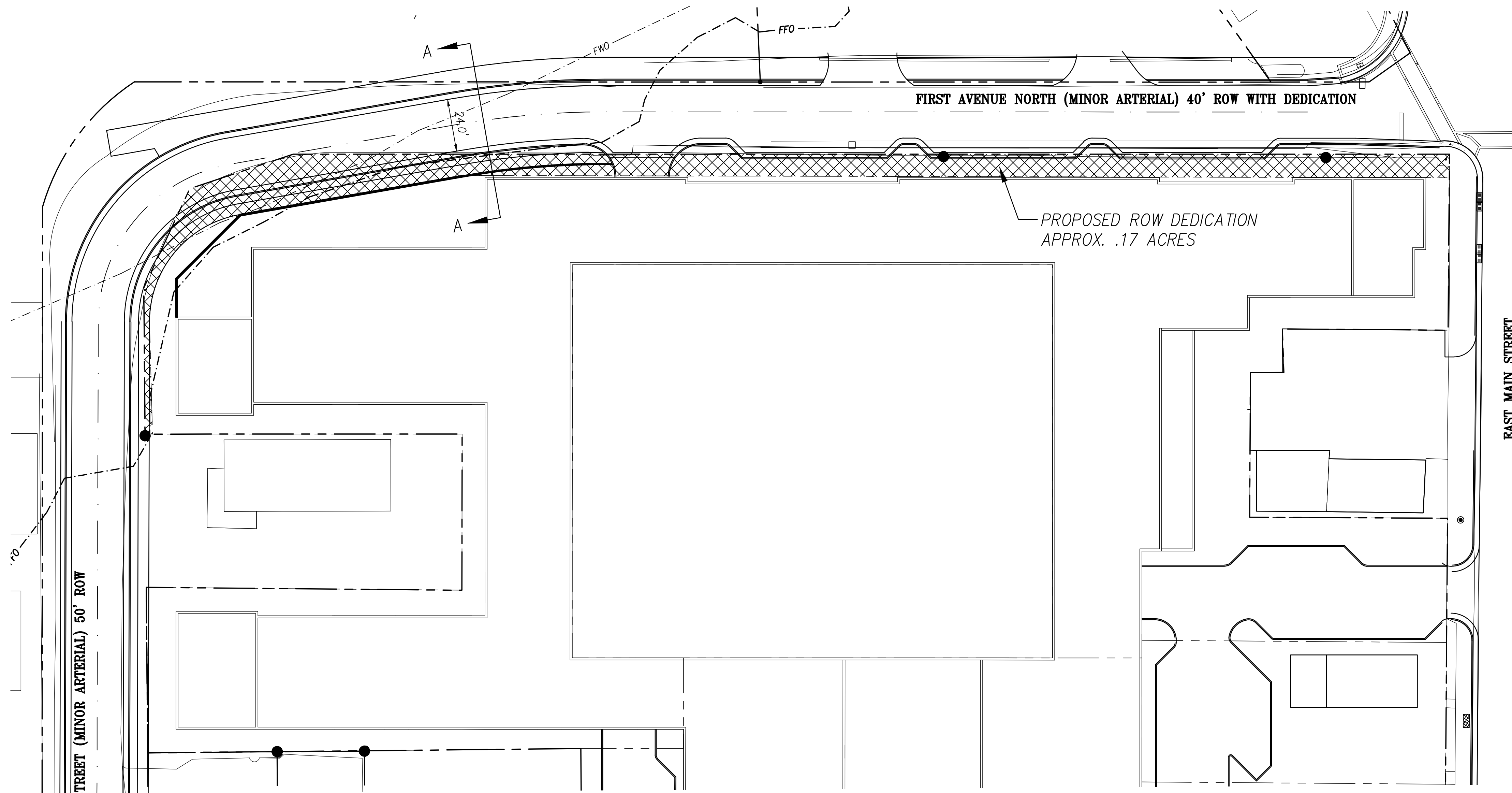
MINIMUM REQUIRED SETBACK LINES:
YARD FRONTING ON ANY STREET: 0
SIDE YARD: 0
REAR YARD: 0

811

Know what's below
Call before you dig

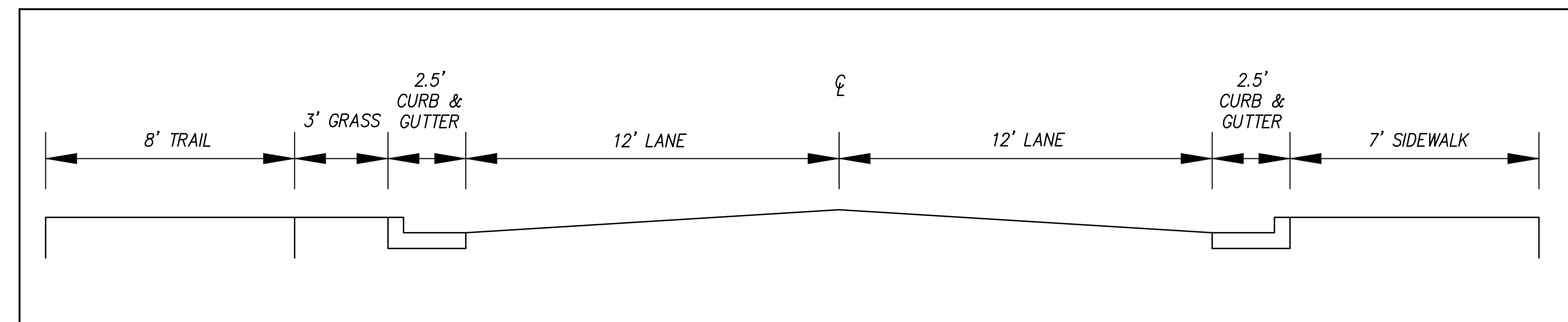
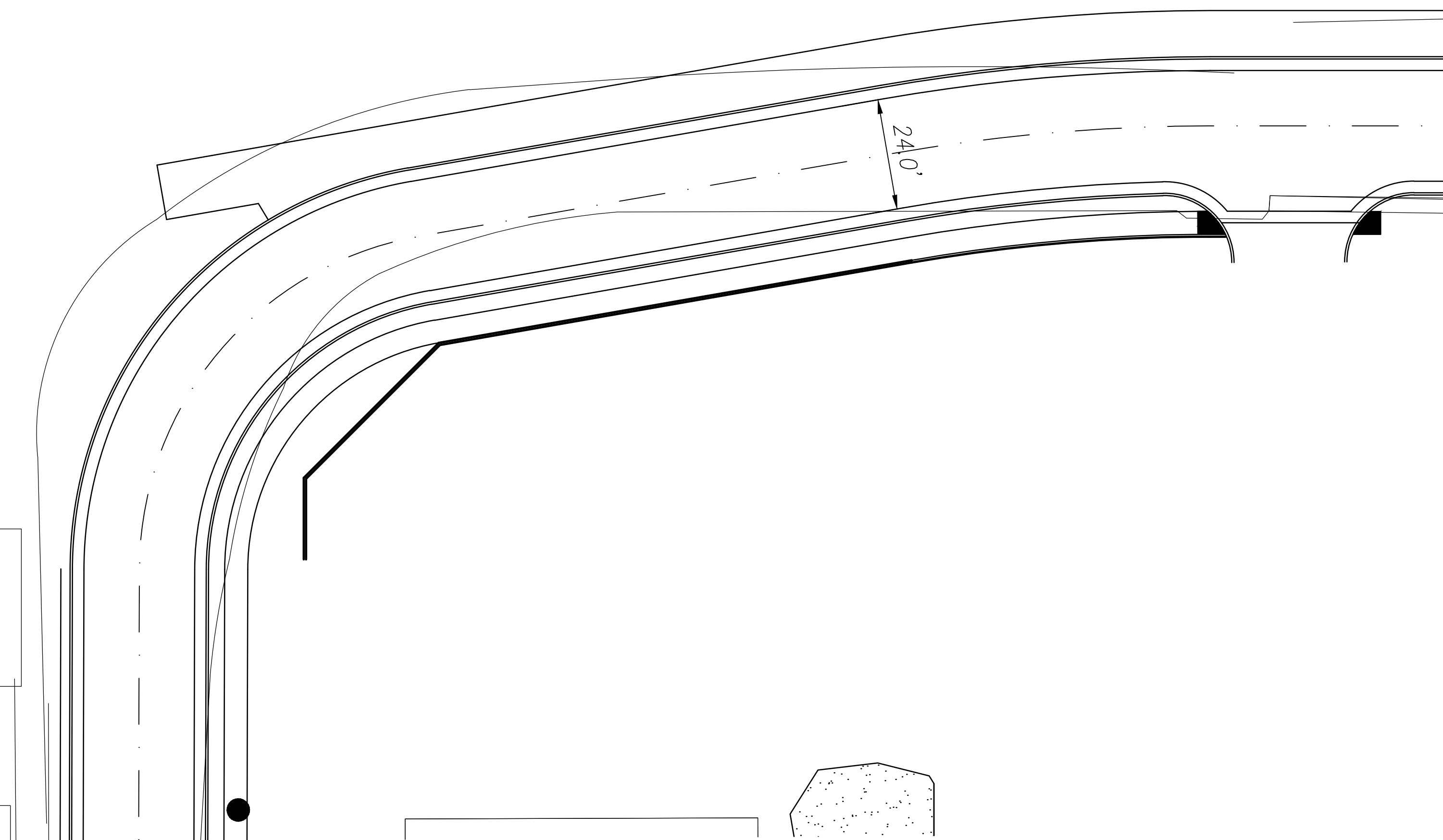


CANNON & CANNON INC
CONSULTING ENGINEERS - FIELD SURVEYORS
TEL: 865.670.8555 8550 Kingston Pike
WWW.CANNON-CANNON.COM Knoxville, TN 37919

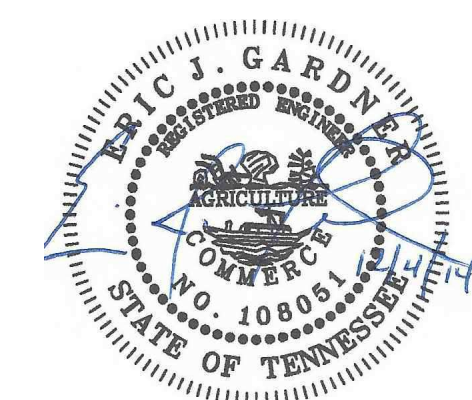
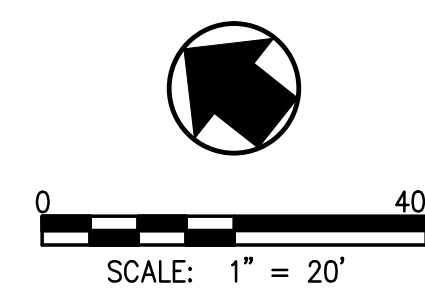


SITE DATA		
PROJECT NAME: HARPETH SQUARE	EXISTING ZONING: CENTRAL COMMERCIAL (CC)	OWNERS: JAYMAR DEVELOPMENT JAY FRANKS 144 SOUTHEAST PARKWAY, SUITE 230 FRANKLIN, TN 37064 615.300.0001 jfranks130@msn.com
PROPOSED ZONING: SD-X 33.3, 112, 32000	CHARACTER OVERLAY: CENTRAL FRANKLIN CHARACTER AREA 1 (CFC01)	HARPETH ASSOCIATES LLC J. RODERICK HELLER III 144 SOUTHEAST PARKWAY, SUITE 230 FRANKLIN, TN 37064 202.257.5260 roderickheller10@gmail.com
ADDRESS: 198 E MAIN ST 112 2ND AVENUE N 122 2ND AVENUE N 134 2ND AVENUE N 133 1ST AVENUE N 107 1ST AVENUE N 109 1ST AVENUE N 104 E MAIN ST	OTER APPLICABLE OVERLAYS: HPO, FFO, FWO	DANMARK COMPANY WILLIAM DEPRIEST 2060 HILLSBORO ROAD FRANKLIN, TN 37069 615.794.2808 depriestcompany@att.net
CITY: FRANKLIN, TN	APPLICABLE DEVELOPMENT STANDARD: TRADITIONAL	RON SHUFF FAMILY PARTNERSHIP RONALD L. SHUFF 127 2ND AVENUE NORTH FRANKLIN, TN 37064
COUNTY: WILLIAMSON	ACREAGE OF SITE: 4.42 AC	
STATE: TENNESSEE	SQUARE FOOTAGE OF SITE: 192,541 SF	
	MINIMUM REQUIRED SETBACK LINES: YARD FRONTING ON ANY STREET: 0 SIDE YARD: 0 REAR YARD: 0	

- NOTES:**
- ALL TRAFFIC CONTROL DEVICES, PAVEMENT MARKING, AND SIGNAGE SHALL CONFORM TO THE FEDERAL HIGHWAY ADMINISTRATION "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES."
 - ALL OFF-SITE IMPROVEMENTS AND PHASING OF IMPROVEMENTS SHALL BE DETERMINED FOLLOWING THE EVALUATION OF THE TIS AND BE COMPLETED AS PART OF THE SITE PLAN SUBMITTAL. ALL OFF-SITE IMPROVEMENTS SHALL BE COMPLETED PRIOR TO THE FIRST CERTIFICATE OF OCCUPANCY ASSOCIATED WITH THE DEVELOPMENT.



A-A SECTION



Revisions:

Drawing Notes:

GDC
GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
DATE: DEC 4, 2014

DEVELOPMENT PLAN
HARPETH SQUARE PUD SUBDIVISION
TAX MAP 78 C, PARCELS 13, 14, 15, 16, 20, 23, 23.01, 24, 26
FRANKLIN, TENNESSEE

GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggamb209@gmail.com
615.975.5765

OFF-SITE ROAD
IMPROVEMENT
PLAN
COF# 4713

C7.0

Revisions:

Drawing Notes:

GDC

GAMBLE

DESIGN COLLABORATIVE

DEVELOPMENT PLANNING AND

LANDSCAPE ARCHITECTURE

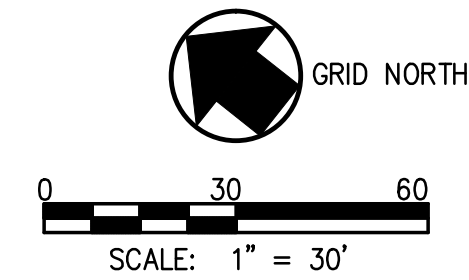
DATE: DEC 4, 2014

DEVELOPMENT PLAN
HARPETH SQUARE PUD SUBDIVISION
TAX MAP 78 C, PARCELS 13, 14, 15, 16, 20, 23, 23.01, 24, 26
FRANKLIN, TENNESSEE

GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
gggamb@comcast.net
615.975.5765

OFF-SITE
PAVEMENT
MARKING
PLAN
COF# 4713

C7.1



SITE DATA

PROJECT NAME:
HARPETH SQUARE

PROPOSED ZONING:
SD-X 33.3, 112, 32000

ADDRESS:
198 E MAIN ST
112 2ND AVENUE N
122 2ND AVENUE N
134 2ND AVENUE N
133 1ST AVENUE N
107 1ST AVENUE N
109 1ST AVENUE N
104 E MAIN ST

CITY:
FRANKLIN, TN

COUNTY:
WILLIAMSON

STATE:
TENNESSEE

EXISTING ZONING:
CENTRAL COMMERCIAL (CC)

CHARACTER OVERLAY:
CENTRAL FRANKLIN CHARACTER AREA 1
(CFC01)

OTHER APPLICABLE OVERLAYS:
HPO, FFO, FWO

APPLICABLE DEVELOPMENT STANDARD:
TRADITIONAL

ACREAGE OF SITE:
4.42 AC

SQUARE FOOTAGE OF SITE:
192,541 SF

MINIMUM REQUIRED SETBACK LINES:
YARD FRONTING ON ANY STREET: 0

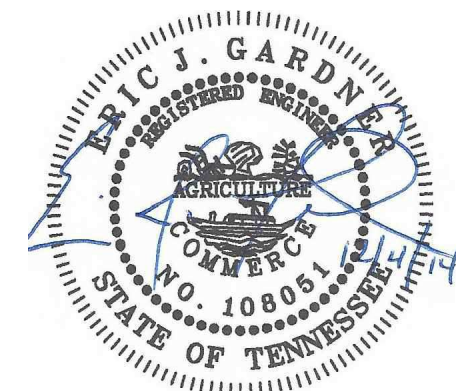
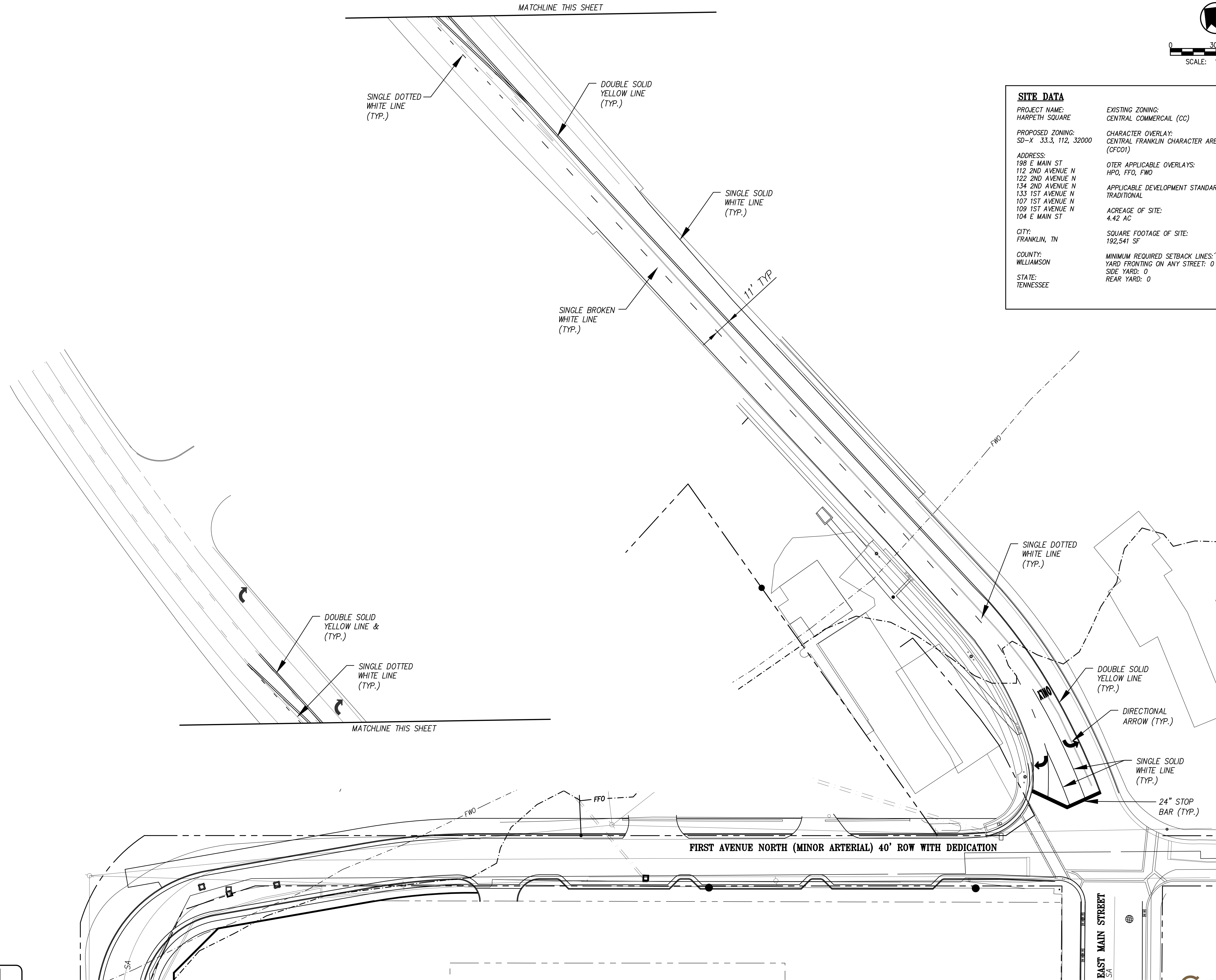
SIDE YARD: 0
REAR YARD: 0

OWNERS:
JAYMAR DEVELOPMENT
JAY FRANKS
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
615.300.0001
jfranks130@msn.com

HARPETH ASSOCIATES LLC
J. RODERICK HELLER III
144 SOUTHEAST PARKWAY, SUITE 230
FRANKLIN, TN 37064
202.257.5260
roderickheller10@gmail.com

DANMARK COMPANY
WILLIAM DEPRIEST
2060 HILLSBORO ROAD
FRANKLIN, TN 37069
615.794.2808
depriestcompany@att.net

RON SHUFF FAMILY PARTNERSHIP
RONALD L SHUFF
127 2ND AVENUE NORTH
FRANKLIN, TN 37064



CANNON & CANNON INC
CONSULTING ENGINEERS - FIELD SURVEYORS

TEL 865.670.8555 8550 Kingston Pike
WWW.CANNON-CANNON.COM Knoxville, TN 37919





GLASS CORNER



STEEL & GLASS INTEGRATED WITH BRICK



MATERIAL VARIETY IN A MIXED-USE PROJECT



CORNER OF FIRST AND MAIN VIEW: HARPEIH SQUARE



MAIN STREET VIEW : HARPEIH SQUARE



MAIN STREET VIEW : HARPEIH SQUARE



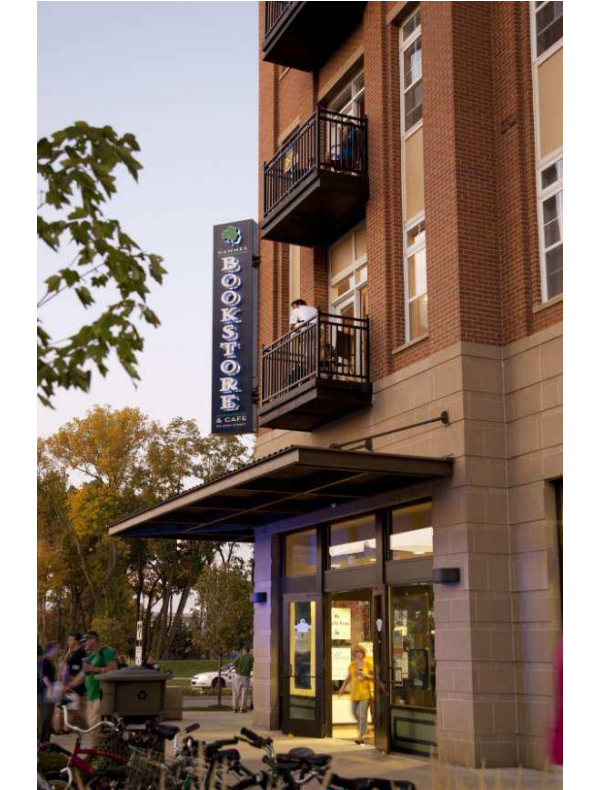
CORNER OF FIRST AND MAIN VIEW : HARPEIH SQUARE



FOUR STORY BRICK



RESIDENTIAL DETAIL & SCALE



CORNER BALCONIES

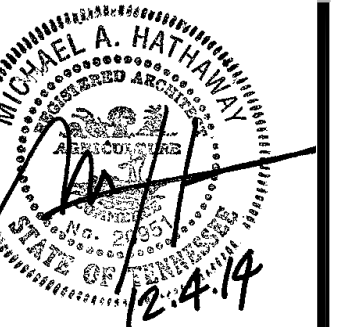
GDC

GAMBLE
DESIGN COLLABORATIVE
DEVELOPMENT PLANNING AND
LANDSCAPE ARCHITECTURE
DATE: DEC. 4, 2014

906

STUDIO

ARCHITECTS



DEVELOPMENT PLAN
HARPETH SQUARE PUD SUBDIVISION
TAX MAP 78 C, PARCELS 13, 14, 15, 16, 20, 23, 23.01, 24, 26
FRANKLIN, TENNESSEE

GAMBLE DESIGN COLLABORATIVE
144 SOUTHEAST PARKWAY
SUITE 230
FRANKLIN, TENNESSEE 37064
GREG GAMBLE
greggambler209@gmail.com
615.976.5765

ARCHITECTURAL
CHARACTER

COF# 4713

A1.0



SECOND AVENUE HOTEL ENTRANCE:
HARPETH SQUARE



STONE & BRICK MIX



BAY WINDOWS



FESTIVAL LIGHTING / STREET FURNITURE



CORNER OF FIRST AND BRIDGE: HARPETH SQUARE



HOTEL ENTRANCE



STREETSCAPE DETAILS & MATERIALS



OUTSIDE DINING



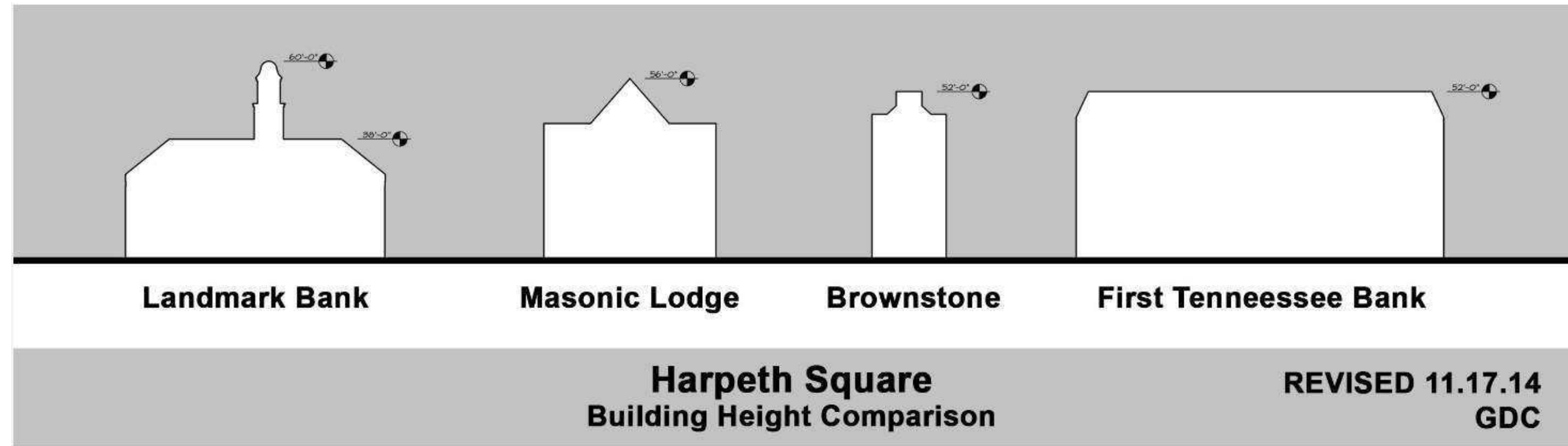
SECOND AVENUE VIEW: HARPETH SQUARE



CORNER OF SECOND AND MAIN: HARPETH SQUARE



CORNER OF FIRST AND BRIDGE: HARPETH SQUARE



SITE DATA:

PROJECT NAME:	HARPETH SQUARE
PROPOSED ZONING:	SD-X
PROJECT NUMBER:	4713
SUBDIVISION:	—
LOT NUMBER:	198 E MAIN ST
ADDRESS:	112 2ND AVENUE N 122 2ND AVENUE N 134 2ND AVENUE N 133 1ST AVENUE N 107 1ST AVENUE N 109 1ST AVENUE N 104 E MAIN ST
CITY:	FRANKLIN, TN
COUNTY:	WILLIAMSON
STATE:	TENNESSEE
CIVIL DISTRICT:	14TH CIVIL DISTRICT
EXISTING ZONING:	CENTRAL COMMERCIAL (CC)
CHARACTER OVERLAY:	CENTRAL FRANKLIN CHARACTER AREA 1 (CFCO1)
OTHER APPLICABLE OVERLAYS:	HPO, FPD, FWO
APPLICABLE DEVELOPMENT STANDARD:	TRADITIONAL
ACREAGE OF SITE:	4.42 AC
SQUARE FOOTAGE OF SITE:	192,341 SF
MINIMUM REQUIRED SETBACK LINES:	YARD FRONTING ON ANY STREET: 0 SIDE YARD: 0 REAR YARD: 0
OWNER:	JAYMAR DEVELOPMENT JAY FRANKS 144 SOUTHEAST PARKWAY, SUITE 230 FRANKLIN, TN 37064 615.300.0001 jfrankst30@gmail.com
APPLICANT:	HARPETH ASSOCIATES LLC J. RODERICK HELLER III 144 SOUTHEAST PARKWAY, SUITE 230 FRANKLIN, TN 37064 202.257.5200 roderickheller10@gmail.com



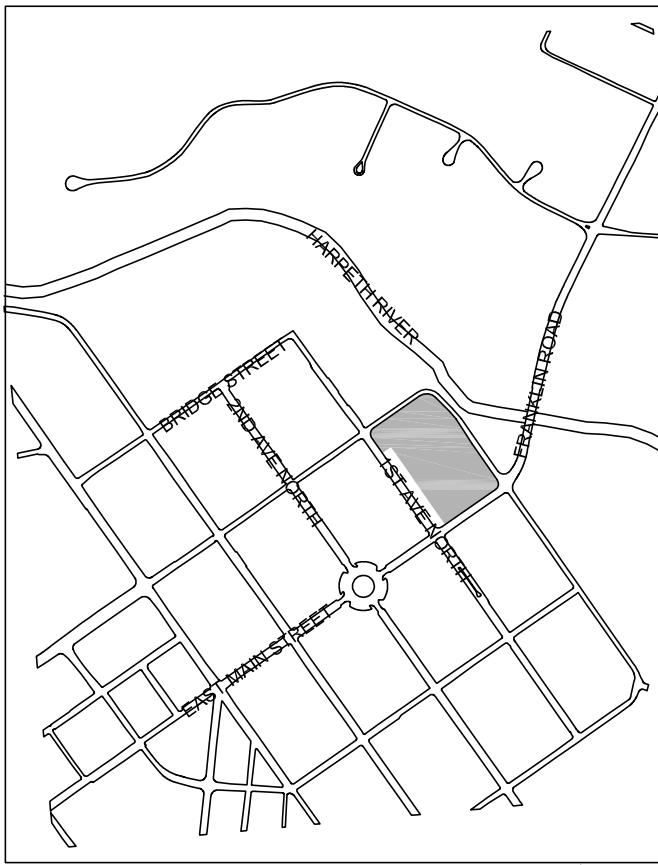
MAIN STREET ELEVATION
NOT TO SCALE



FIRST AVENUE ELEVATION
NOT TO SCALE

ARCHITECTURAL DATA

THE HARPETH SQUARE MIXED USE PROJECT IS A THREE TO FOUR STORY CLASS A MIXED USE PROJECT COMPRISED OF LUXURY MULTI-FAMILY UNITS, HIGH-END BOUTIQUE HOTEL, AND RETAIL/RESTAURANT USES IN THE HISTORIC FRANKLIN DOWNTOWN CORE. THE 151 APARTMENT UNITS AND 115 BOUTIQUE HOTEL ROOMS ARE DESIGNED TO BE IN KEEPING WITH THE EXISTING HISTORIC FABRIC OF DOWNTOWN FRANKLIN USING TRADITIONAL MASSING, PROPORTIONS AND MATERIALS FOUND IN TIMELESS ARCHITECTURE OF THE DISTRICT. WHILE THE ARCHITECTURE IS DESIGNED TO BE COMPLIMENTARY OF THE EXISTING HISTORIC BUILDINGS, IT IS NOT INTENDED TO REFLECT A FALSE SENSE OF HISTORY BEING MISTAKEN FOR A BUILDING BUILT IN THE LATE NINETEEN CENTURY OR EARLY TWENTIETH CENTURY. THE MAIN STREET ELEVATION IS DESIGNED TO HIGHLIGHT THE CORNER OF FIRST AND MAIN CREATING A WELCOMING DESIGN AS ONE ENTERS THE CITY FROM THE NORTH. THIS CORNER WILL HOUSE A FULL-SERVICE UPSCALE RESTAURANT WITH OUTDOOR SEATING ADJACENT TO MAIN STREET. ADDITIONALLY ALONG MAIN, THERE IS PROPOSED A COMPLIMENTARY FREESTANDING BUILDING TO THE EXISTING LANDMARK BOOKS BUILDING WHICH WILL BE EITHER A RETAIL OR RESTAURANT USE AND WILL PROVIDE THE ENTRANCE TO A GROUND LEVEL RETAIL VILLAGE THAT IS THE BASE OF THE MAIN BUILDING BEYOND. THE OUTDOOR HARDSCAPE BETWEEN THESE TWO BUILDINGS FACING MAIN STREET AND THE NEW RETAIL AT THE BASE OF THE BUILDING WILL BE DESIGNED TO BE WALKABLE AND MULTI-PURPOSE ALLOWING FOR A VARIETY OF USES/ACTIVITIES. THE BOUTIQUE HOTEL WILL FRONT SECOND AVENUE AND PROVIDE AMENITIES FOR THE HOTEL GUESTS, AS WELL AS EVENT SPACE FOR GUESTS AND VISITORS ALIKE. THE MULTI-FAMILY PORTION OF THE PROJECT WILL HOUSE IT'S LEASING CENTER, CLUBROOM AND FITNESS CENTER ALONG FIRST AVENUE AS A WAY TO ACTIVATE FIRST AVENUE AND PROVIDE A WAY FOR THE MULTI-FAMILY RESIDENTS TO INTERACT WITH THE GENERAL PUBLIC BRINGING THE OUTSIDE IN. BY PROVIDING NEW OPTIONS IN DOWNTOWN FRANKLIN, FULL TIME MULTI-FAMILY LIVING AND BOUTIQUE STYLE HOTEL ROOMS, THIS PROJECT WILL SERVE A VARIETY OF INDIVIDUALS BOTH FOR LOCAL CITIZENRY, AS WELL AS VISITORS TO OUR COMMUNITY.



VICINITY MAP
SCALE 1" = 1000'

MATERIALS LIST

- BRICK
- CAST STONE (VENEER AND DETAILS)
- ALUMINUM STOREFRONT AND GLASS
- FIXED AND OPERABLE WINDOWS CONSISTENT WITH THE REQUIREMENTS OF THE CITY OF FRANKLIN HISTORIC GUIDELINES



BRIDGE STREET ELEVATION
NOT TO SCALE

- MATERIALS LIST**
- BRICK
 - CAST STONE (VENEER AND DETAILS)
 - ALUMINUM STOREFRONT AND GLASS
 - FIXED AND OPERABLE WINDOWS CONSISTENT WITH THE REQUIREMENTS OF THE CITY OF FRANKLIN HISTORIC GUIDELINES



SECOND AVENUE ELEVATION
NOT TO SCALE



VICINITY MAP
SCALE 1" = 1000'

**ROAD IMPACT FEE OFFSET AGREEMENT
COF CONTRACT NO 2014 - 0344**

This agreement is entered into between THE CITY OF FRANKLIN, TENNESSEE (“City”) and Harpeth Associates LLC, (“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 Harpeth Square PUD Subdivision, Development Plan Project # 4713 for approval (the “Development Project”); and

WHEREAS, the City has required the Developer to design and construct certain arterial roadway improvements to include the dedication of arterial right-of-way, the engineering design of non-site related arterial improvements and/or the construction of certain non-site related arterial improvements as a requirement of the Development Project; and

WHEREAS, the City is requiring arterial improvements as part of the Development Project to 1st Ave. N. and Bridge St., Franklin Rd. / E. Main St. and Signal Modifications at E. Main St. and 1st Ave., and Traffic Signal Improvements at 2nd Ave and Bridge Street; and

WHEREAS, the Developer has made application to offset a portion of the costs of construction of these improvements against any Road Impact Fees due from the Development Project, and the estimated amount of such eligible costs, and potential offset, was determined by the Road Impact Fee Administrator (City Engineer) on December 22, 2014, to be **\$1,283,355.00** as shown in **Exhibit A**.

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

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Developer has submitted reliable information related to the costs of construction of the arterial roadway improvements as described in **Exhibit A**:
3. The total eligible costs of construction and right-of-way of the above arterial roadway improvements are **One Million Two Hundred Eighty-Three Three Hundred and Fifty-Five Dollars and 00/100 (\$1,283,355.00)** for the Development Project and the total offset to be applied to Road Impact Fees due the City is an identical amount for the Development Project. This offset shall be applied to the total Road Impact Fees due in the Development Project, prior to issuance of building permit(s) to the Developer or its successors in interest.
4. The above stated eligible offset is based on an estimate of the eligible costs of the arterial roadway improvements and shall be used for the application of offsets and/or reimbursements until the arterial roadway improvements have been constructed and accepted by the City. Upon acceptance of the arterial roadway improvements by the City, the Developer shall submit the following information to the Road Impact Fee Administrator (City Engineer) for review and approval: invoices and contracts associated with the arterial roadway improvements, copies of checks to show proof of payment and notarized release of

lien. After approval of the constructed costs of the arterial roadway improvements, this Agreement shall be amended to reflect the actual eligible Road Impact Fee offset due the Development Project.

5. The Developer shall provide to the Road Impact Fee Administrator (City Engineer) a letter of assignment for any portion of an eligible Road Impact Fee offset for his Development Project prior to such assignment being granted to a successor(s) in interest. Should a successor(s) in interest pay a Road Impact Fee prior to the Road Impact Fee Administrator (City Engineer) receiving from the Developer a letter of assignment, there shall be no reimbursement of the paid Road Impact Fee to the intended successor(s) in interest.

6. Within thirty (30) days from the date of approval of this Agreement the City shall reimburse the Developer for any Road Impact Fees paid as part of the Development Project as shown on Exhibit A. Pursuant to the FMC, the eligible offset may not exceed the total of Road Impact Fees due for the Development Project (Section 16-417 (7)).

Approved by the Franklin Board of Mayor and Alderman on _____, 2015.

WITNESS our hands on the dates as indicated.

DEVELOPER

Harpeth Associates LLC

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:

Shauna R. Billingsley, City Attorney

EXHIBIT A - COF 2014-0344
COST ESTIMATE AND PROJECT DESCRIPTION

1st Ave. N. and Bridge St.

Project Description – The Offset request will include Capacity Improvements Only. These items generally include design, street lights, street light conduit and wire, curb and gutter, drainage structures, drainage pipe, fiber optic interconnect and limited construction management. **The following items are not included:** demo, brick sidewalks, crosswalks, street signs, limestone street markers, trash receptacle, bike bollards, grading, asphalt, pavement markings, concrete drive apron, landscaping and irrigation. Below is a breakdown of the estimated cost.

\$30,000	Design (Engineering, Surveying and Limited Construction Management)
\$34,300 TBD	Right-of-Way Acquisition (Proposed ROW Dedication Approx. 0.08 AC)
\$140,000	Street Lights
\$44,000	Street Light conduit and Wire
\$185,000	Curb and Gutter
\$80,000	Drainage Structures
\$65,000	Drainage Pipe
\$40,000	Mobilization
\$25,000	Erosion Control
\$25,000	Traffic Control
<u>\$102,800</u>	<u>Misc. Items and Contingency</u>
\$706,800	Overall Estimated Construction Cost
\$771,100	Total Estimated Offset Cost

Franklin Rd. / E. Main St. Restriping and Signal Modifications at E. Main St. and 1st Ave.

Project Description – This project generally includes the modification of pavement markings on Franklin Road and E. Main Street to create a dedicated right turn lane for south bound traffic on E. Main Street. In addition, the project includes design and signal modifications to the intersection of E. Main Street and 1st Avenue.

\$4,380	Design (Engineering, Surveying and Limited Construction Management) -
\$0.00	Right-of-Way Acquisition (No ROW required)
<u>\$50,000</u>	<u>Construction Cost</u>
\$54,380	Total Estimated Offset Cost

Intersection Improvements and Signalization of Bridge Street and 2nd Avenue.

Project Description – This project generally includes the installation of a new traffic signal at Bridge Street and 2nd Avenue. The recommended offset will include design, right-of-way acquisition, decorative traffic signal, pavement, pavement markings, crosswalks, handicap ramps, curb and gutter, signage, drainage, fiber optic interconnect and limited construction management.

\$45,525	Design (Engineering, Surveying and Limited Construction Management) -
\$56,000	Right-of-Way Acquisition (Estimated at 1,000 SF of ROW)
	\$6,000 for Appraisals and Acquisition Cost
	\$50,000 for ROW Acquisition
<u>\$356,350</u>	<u>Construction Cost</u>
\$457,875	Total Estimated Offset Cost

**AGREEMENT FOR REIMBURSEMENT OF COSTS
FOR SANITARY SEWER AND WATER DISTRIBUTION IMPROVEMENTS
COF CONTRACT NO 2014-0345**

This Agreement between THE CITY OF FRANKLIN, TENNESSEE ("City") and Harpeth Associates LLC, ("Developer"), entered into on this the ____ day of _____, 2015, subject to the following premises, terms and conditions.

WHEREAS, the Developer has previously submitted to the Franklin Municipal Planning Commission Harpeth Square PUD Subdivision, Development Plan Project # 4713 for approval ("Development"); and

WHEREAS, the Developer has been required as a condition of this approval to construct certain off-site sanitary sewer improvement ("Sewer Improvements") and water distribution improvements ("Water Improvements"). which will become a part of the Franklin sanitary sewer system and water distribution system and will be available for the use and benefit not only of businesses and residents within the Development, but other present and future customers of the Franklin sanitary sewer and water distribution systems outside the Development; and

WHEREAS, the Developer is therefore entitled pursuant to Section 18-108 and 18-208 of the Franklin Municipal Code to be reimbursed for a portion of the costs of construction of the said Improvements as described herein; and

WHEREAS, the Developer has incurred, or based upon reasonable estimates of the City Engineer, will incur, a costs of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) in the construction of the Sewer Improvements and a cost of TWO HUNDRED THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$203,750.00) in the construction of the Water Improvements, including labor, equipment, supplies, materials, engineering design, supervision, inspection, legal and acquisition costs for easements and right-of-way, including without limitation the costs, including attorney fees, of eminent domain proceedings associated therewith. Of these costs the City Engineer has determined that the additional cost of upsizing the Sewer Improvements as requested by the City is ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) and that the cost of upsizing Water Improvements as requested by the City is TWO HUNDRED THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$203,750.00); and

WHEREAS, the determination as to eligible cost reimbursement is based generally upon the difference in sizing and capacity of the lines and other facilities needed for the Development and that needed or required by the City for the sanitary sewer and water distribution system as a whole, i.e. the "cost of upsizing," although the City may, in its discretion, consider other factors necessary for an equitable sharing of costs.

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

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.

2. The Developer and the City agree that the Developer shall be eligible for reimbursed as hereafter set forth for the Sewer Improvements and Water Improvements shown on Exhibit A and Exhibit B, as may be further revised.

3. The total eligible costs associated with the Sewer Improvements for which Developer is eligible for reimbursement are ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), subject to the provisions of Section 5.

4. The Total eligible cost associated with the Water Improvements for which Developer is eligible for reimbursement are TWO HUNDRED THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$203,750.00), subject to the provisions of section 6.

5. Reimbursement for the Sewer Improvements shall be made until such time as the eligible costs have been fully reimbursed by providing a credit to Developer against the Sanitary Sewer Access Fees that would otherwise be due from the Developer for the sanitary sewer connections within the Development.

6. Reimbursement for the Water Improvements shall be made until such time as the eligible costs have been fully reimbursed by providing a credit to Developer against the Water Line Access Fees that would otherwise be due from the Developer for the water main connections within the Development.

7. Prior to acceptance of the Sewer Improvements and Water Improvements, the Developer must submit to the City a detailed statement of the actual eligible costs and the Board may, in its discretion, adjust the eligible costs to reflect the actual project costs.

8. The parties agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors and assigns and that there are no understandings or agreements between them except as contained in this instrument.

9. The parties agree that, except as recited in this Agreement, the Developer has no further right of reimbursement with respect to the Sewer Improvements and Water Improvements and the Developer expressly releases the City from any further claim therefor. The Developer further acknowledges and agrees that the reimbursement rights provided herein do not constitute a debt of the City but only a right of offset against fees otherwise due from the Developer.

Approved by the Franklin Board of Mayor and Alderman on _____, 2015.

WITNESS our hands on the dates as indicated.

DEVELOPER

Harpeth Associates LLC

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF _____)

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 RURAL PLAINS PARTNERSHIP, the within named bargainor, a general partnership, and that _____ as such _____ executed the foregoing instrument for the purposes therein contained, by personally signing the name of the general partnership by _____ self as _____.

Witness my hand and seal, at Office in _____, Tennessee, this _____ day of _____, 20____.

Notary Public
My Commission Expires: _____

CITY

CITY OF FRANKLIN, TENNESSEE

By: _____

Dr. KEN MOORE
Mayor

Date: _____

By: _____

ERIC S. STUCKEY
City Administrator/Recorder

Date: _____

STATE OF TENNESSEE)

)ss:

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 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 on this the _ day of _____, 2011.

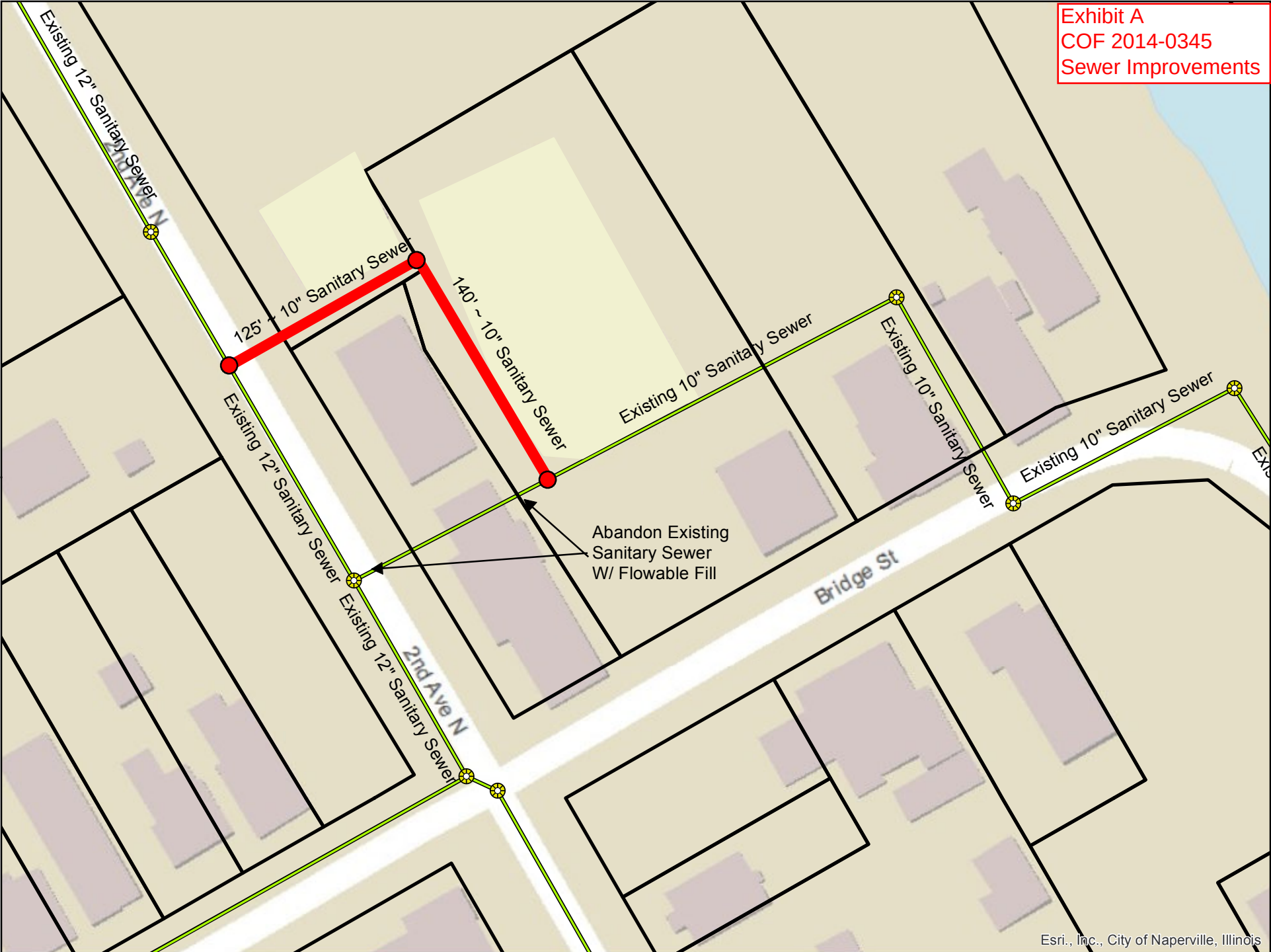
Notary Public

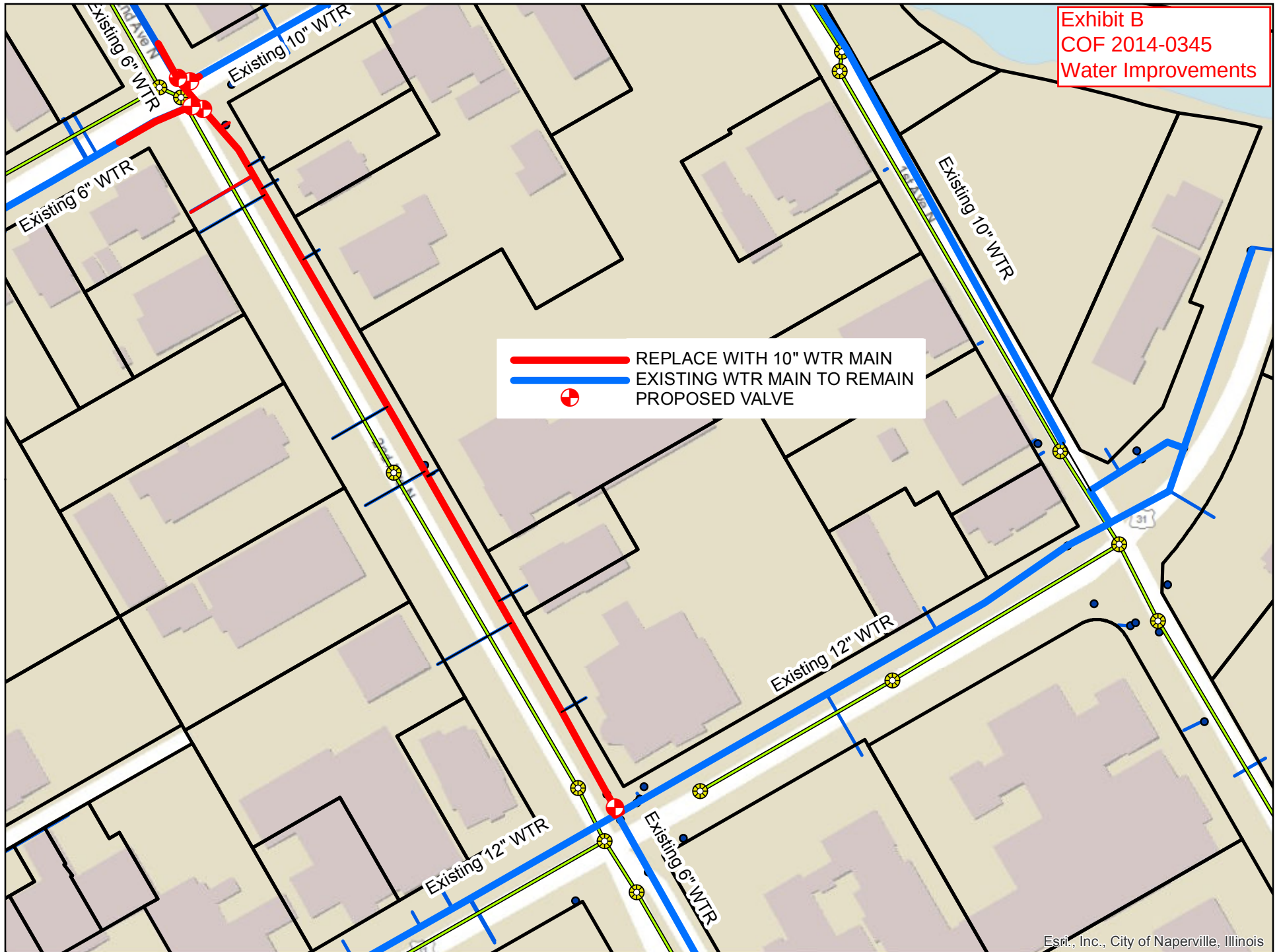
My Commission expires: _____

Approved as to form by:

Shauna R. Billingsley, City Attorney

Exhibit A
COF 2014-0345
Sewer Improvements





Tabulation of Submittals*

Purchasing Office Solicitation No.:	2015-011 (physical medical exam services for uniformed personnel of the Franklin Fire				
Notice to proposers published in the Williamson Herald on:	10/23/14				
Number of potential proposers that were notified of / that submitted a proposal in response to this request for proposals:	8 / 3				
Date and time proposal due and publicly opened:	11/25/14 2:00 PM				
Present at opening of proposals:	Tyler Crews of the City of Franklin Fire Department; and Dee Settle, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office				
Target meeting of BOMA at which recommendation will be considered:	1/27/15				
Proposals received from:	Does the proposal include all required documents?	Does the proposal take any exceptions to the City's procurement solicitation? / If so, how many?	Average points allocated by proposal evaluation team (out of a possible 100, utilizing evaluation criteria as listed in RFP):	Payment terms:	Proposal is valid and may be accepted through:
Lifesigns / The Prevention Group 105 Westwood Place, Suite 350 Brentwood, TN 37027 Laura Abston, Director of Center Operations 615/371-3000 Ext. 1101 labston@Lifesignsmd.com	Yes	Proposer takes no exceptions to procurement process	73.50	Net 30 days	5/1/2015
Professional Health Services, Inc. 83 South Eagle Rd. Havertown, PA 19083 David P. Hartman, Sales Manager 610/853-1330, ext. 156 dhartman@phsmobile.com	Yes	Proposer takes no exceptions to procurement process	72.00	Net 30 days	3/31/2015
SiteMed North America LLC 112 Donmoor Ct. Garner, NC 27529 Vanessa Flores Medina, COO 919/661-3779 vflores@sitemed.net	Yes	Proposer takes no exceptions to procurement process	66.00	Net 30 days	3/1/2015

*All proposals recommended for rejection

December 16, 2014

Mr. Paul Holzen, P.E., LEED AP
Director of Engineering
City of Franklin
109 3rd Avenue South
Franklin, TN 37064
Delivered via email: paul.holzen@franklin.tn.gov

Dear Mr. Holzen:

Subject: Feasibility Study for Jordan Branch/Spencer Creek in The Meadow
subdivision off Sliders Knob & Bakers Bridge Avenue
City of Franklin, Williamson County, Tennessee
CEC Project 140-624

Civil & Environmental Consultants, Inc. (CEC) understands that the City of Franklin has had complaints for several years regarding erosion of Jordan Branch/Spencer Creek which flows behind several houses before flowing under Cliffe Run in The Meadow subdivision located off of Bakers Bridge Avenue. The stream originates near the corporate boundary between Brentwood and Franklin at the edge of The Meadow subdivision adjacent to a golf course. Google Maps lists the stream as Jordan Branch, but the Tennessee Department of Environment and Conservation (TDEC) GIS lists it as Spencer Creek and impaired for siltation. Below is a photograph of the stream taken on February 13, 2014:



As the photograph shows, the channel is severely entrenched with eroding and undercut banks. The trees are in danger of falling and many could possibly fall on or very near houses. Relatively large portions of backyards are likely going to be “uprooted” when the trees fall. Stormwater channels designed to convey flow from the subdivision to the stream are “head-cutting” which is also contributing to the loss of backyards in the form of eroding channels between lots.

1.0 PURPOSE

The purpose of this project is to prepare a feasibility study to determine potential ways to mitigate the eroding stream channel before investing in field survey and detailed, engineering design. Several stakeholders will need to be involved in the process of determining a solution including, but not limited to: the City of Franklin, The Meadow subdivision Home Owner’s Association, the stream’s adjacent property owners, the upstream golf course located in Brentwood, the City of Brentwood potentially, TDEC, and the Corps of Engineers.

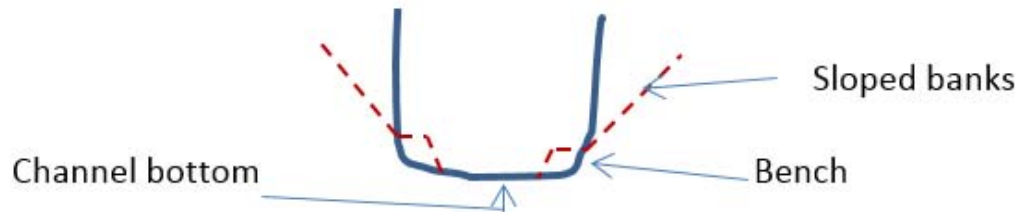
CEC organized a site visit with TDEC, the Corps of Engineers, and City staff on November 12, 2014 to review the condition of the channel and discuss various options for addressing the erosion and associated concerns. Based on this site visit by TDEC (Jimmy Smith), USACE (Josh Frost), City of Franklin (Jeff Willoughby, Doug Noonan, Tom Ingram, Jason Hewitt), and CEC (Steve Casey, Jeff Duke, Deedee Kathman), the following options were discussed as possible solutions to prevent Jordan Branch from continuing to erode downward and widen. Currently, the banks are vertical (and in some places undercut) throughout the length of the stream from Cliffe Run to its beginning at the golf course (Nashville Golf and Athletic Club located inside Brentwood corporate limits) and are characterized by sloughing banks, tree roots dangling in air, and trees that have already fallen or are beginning to fall into the channel. The photos at the end of this document were taken during the site visit on November 12, 2014 and are typical examples of the stream throughout the reach. The following potential solutions are being presented below for consideration to stabilize the banks, prevent more erosion and downcutting, and lessen possible damage from falling trees and eroding banks.

2.0 POTENTIAL SOLUTIONS

Option #1:

This option involves keeping the channel where it is, but narrowing the channel bottom, constructing floodplain benches, and excavating the banks back on a 2:1 slope from the top of the floodplain bench on each side. Excavated soil from sloping the banks back would be used to construct the floodplain benches. This would allow the groundwater to continue to seep from the soil and flow down the channel. Stone toe protection would be installed at channel bends to help

stabilize the newly constructed soil benches. Most of the trees would have to be removed, with smaller ones (ball and burlap) replacing them. Although these smaller trees wouldn't be as large, nor provide much shade or privacy initially, the existing trees, mostly hackberry interspersed with privet, would be removed, and the land would be more manageable and stable. Replacement trees would be more valuable for habitat and visually appealing than the existing trees.



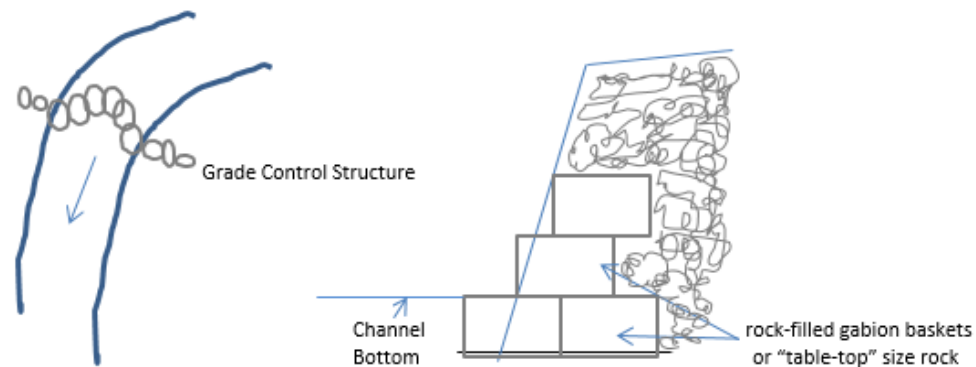
Option #2:

This option would involve raising the entire bed of the channel by using the soil from sloping back the banks to fill in the channel, and make benches on each side. The design would allow for a balance of soil quantities, i.e., the amount of soil put in the bottom of the channel would equal that removed from the sides to create the benches. The existing trees would have to be removed, and replanted, as in Option #1, with smaller ones. There may be a loss of a groundwater source for the newly-created stream channel bottom; this would have to be investigated to determine if some flow would be lost and if mitigation would be required. Likely, this option would be more difficult to permit than Option #1 because of the risk of losing connectivity to groundwater and not maintaining any of the existing channel bottom.



Option #3:

This option involves leaving the channel as is, but installing hard toe protection at the base of banks (e.g., rocks, gabion baskets, articulated concrete blocks) and cross-channel grade controls (e.g., cross vanes, J-hook vanes, log vanes). Many of the existing trees could be left in place except where the toe protection and cross-channel grade controls would be installed, although those nearest the top of bank would have to be removed. Mitigation (at a reduced rate) may be needed for bank alteration.



Option #4:

Detaining stormwater that enters the stream at the uppermost point (at the golf course) in a detention basin to slow the flow rate characterizes this option. This option could also be combined with other options presented herein. Implemented alone, this option would involve leaving the channel as is. Slowing the rate at which stormwater flows into the upper portion of the stream would tend to reduce the erosion potential of the water (i.e. reduced shear stress and velocity).

Option #4a: As an added benefit, detention of stormwater that enters the stream channel from the left descending bank (LDB) could be accomplished by excavating an existing area that is located within common land to create a dry detention basin. This dry detention basin could also function as a floodplain relief area for higher storm events flowing in the stream to spill over into as floodplain storage. The area could be excavated, a separation berm between the stream and basin left in place, and landscaped with rain garden type plants. The entry and exit points for stream flow would need to be reinforced and the basin stabilized adequately to withstand the erosion potential of stream flow spilling into the area as well as storm sewer discharges from the street drainage. Existing headcutting associated with the street drainage entering the stream in this area would be repaired as part of this option. Headcutting at the other outfall locations into the stream could also be considered as part of this option, although there is much less area in which to construct along the right descending bank.

Option #5:

Piping the entire stream (from Cliffe Run to the golf course) in a box culvert that matches the dimensions of the culvert at Cliffe Run is the most expensive and challenging option from a permitting perspective. This would require a large amount of earth movement and many trees being removed. Because Jordan Branch is on the TDEC 303(d) list for impaired streams,

mitigation would have to be found within the 12-digit HUC (basically in the same watershed). In other words, the City could not just pay the mitigation rate of \$240 per foot but would need to find a stream in the same 12-digit HUC that could be restored to offset the lost stream footage encapsulated by the new box culvert.

Option #6:

Doing nothing is the final option considered in this report. The site would be left as is. If nothing is done, it is likely that more trees will fall causing private property damage. Head-cutting of stormwater outfalls into the stream would continue, meaning that the ditches between private lots where the outfalls are located would likely deepen. The banks would likely continue to slough carrying sediment downstream and further destabilizing the banks and trees along the channel.

NOTE: Options 1 – 3 could all include construction of a detention basin on the edge of the golf course, where Jordan Branch begins. This could be designed to collect the stormwater from the watershed draining to the stream's beginning and slowly release it to the channel. It would provide ecological lift for the stream, since much of the existing downstream section of the stream is usually dry, and the slow release of water would likely provide wet conditions conducive to aquatic life. It could also be used with Option 6, in which the only work would be the detention basin construction.

Headwater Detention Basin					
Storm Event	Inflow (cfs)	Outflow (cfs)	Max Depth (feet)	Storage (cubic-feet)	% Reduction
2-yr, 24-hr	66.94	30.05	4.95	45,504	55.1
5-yr, 24-hr	97.66	68.88	5.50	62,911	29.5
10-yr, 24-hr	124.32	99.71	5.73	71,435	19.8
25-yr, 24-hr	161.73	140.26	6.00	82,494	13.3
50-yr, 24-hr	193.12	171.55	6.18	91,025	11.2
100-yr, 24-hr	226.32	203.99	6.36	99,797	9.9
500-yr, 24-hr	308.56	282.94	6.76	120,960	8.3

Three choices were discussed during the November 12, 2014 site visit as a possible stepwise progression to address the problems associated with Jordan Branch, as follows:

- 1) Build the detention basin at the head of Jordan Branch and monitor the stream for two or three years to see how the basin affects the stream;
- 2) Build the basin and do one of Option numbers 1 – 3;
- 3) Build the basin and fix the worst head cut from the stormwater channel entering Jordan Branch perpendicularly on the LDB.

3.0 RECOMMENDATIONS

Recommendation #1:

The first step should be to perform a Hydrologic Determination on the upchannel portion below the golf course (Nashville Golf and Athletic Club). Work done in the channel may require mitigation, so determining the jurisdictional nature of the channel is paramount (i.e. stream or wet weather conveyance). If it is a stream, and mitigation is required, the mitigation will have to occur in the 12-digit HUC (Hydrologic Unit Code), since Jordan Branch is a tributary of Spencer Creek, and Spencer Creek is on the 303(d) list for impaired streams. According to the 2012 antidegradation rules, if a waterbody is listed as being impaired, any mitigation must be accomplished within the 12-digit Hydrologic Unit Code (TDEC 2012), unless social and economic justification can document the need for the impact and there is no opportunity to perform mitigation in the 12-digit HUC.

Recommendation #2:

The City of Franklin could contact the golf course to assess the possibility of using a portion of land on the course as a detention basin. This detention basin could be designed to maintain a permanent pool as a “water hazard” on the golf course. If this option was possible, it would be advisable to build the detention basin and monitor the stream’s response. Bank erosion indicators could be installed and a few representative cross-sections could be surveyed for future comparison to quantify the response.

Should the City desire more precise construction cost estimates for an option that involves in-stream construction, a field survey would need to be performed. Currently, the construction cost estimates involving earthwork for in-stream work are based on an estimated, typical channel cross-section. No field survey work was performed as part of this initial feasibility study.

Access for construction will be challenging for all options involving in-stream construction. Restoring adjacent properties to pre-construction condition will be costly and is not included with the cost estimates because of the unknowns about how construction will be accomplished. Communication among all affected property owners will be imperative. Obtaining temporary construction easements from all property owners adjacent to the stream is also likely.

Figure 1 (attached) shows the watershed and associated stormwater runoff flows of the stream and includes the watershed to the detention basin constructed below Cliffe Run within the

stream. This situation involving a dry detention basin constructed within a stream is not currently permitted; however, the plat for this subdivision obtained from the City shows that this was done in or around 1995. Also shown is the conceptual layout for the detention basin discussed in Option #4 and the floodplain detention in Option #4a among other information.

Attached are construction cost estimates for each option presented above with a corresponding channel cross-section, where applicable. The costs presented are intended for planning purposes and to provide an idea about the magnitude of construction costs for comparison among the options. The lists of estimated quantities are not comprehensive but instead capture the "big ticket" items. A more accurate construction cost estimate could be developed after a detailed design for one of the options is performed.

4.0 REPRESENTATIVE PHOTOS



Mr. Paul Holzen, P.E., LEED AP
CEC Project 140-624
Page 8
December 16, 2014

5.0 CLOSING

CEC appreciates the opportunity to assist the City with determining a course of action to address the concerns surrounding the erosion of this stream. We would be happy to assist you in presenting this information to the BOMA or other committee, as appropriate.

Sincerely,

CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

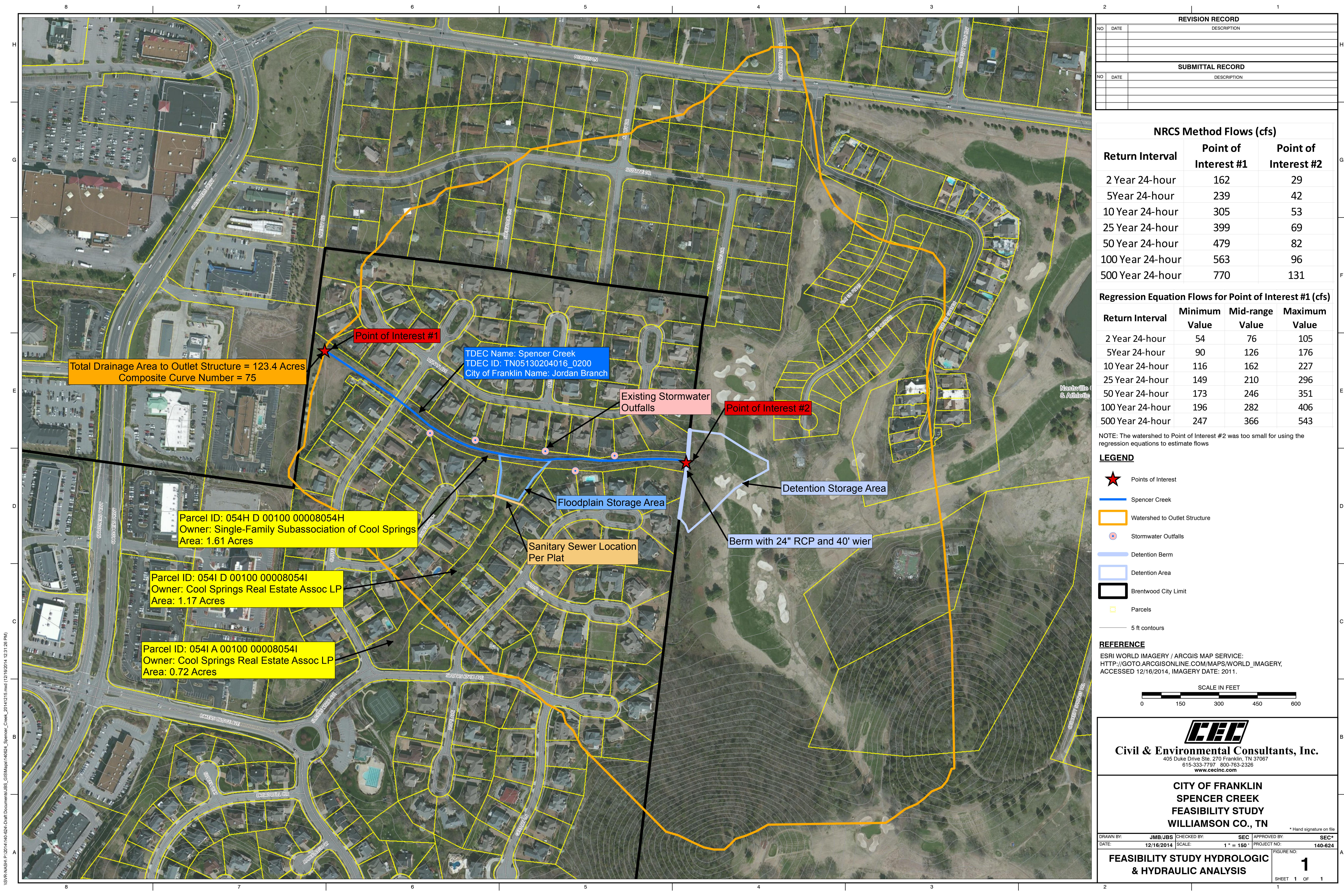


Steven E. Casey, PE, CPESC
Senior Project Manager



Jeff Duke, PWS, CPESC
Vice President

Enclosures



REVISION RECORD		
NO	DATE	DESCRIPTION
SUBMITTAL RECORD		
NO	DATE	DESCRIPTION

NRCS Method Flows (cfs)		
Return Interval	Point of Interest #1	Point of Interest #2
2 Year 24-hour	162	29
5 Year 24-hour	239	42
10 Year 24-hour	305	53
25 Year 24-hour	399	69
50 Year 24-hour	479	82
100 Year 24-hour	563	96
500 Year 24-hour	770	131

Regression Equation Flows for Point of Interest #1 (cfs)			
Return Interval	Minimum Value	Mid-range Value	Maximum Value
2 Year 24-hour	54	76	105
5 Year 24-hour	90	126	176
10 Year 24-hour	116	162	227
25 Year 24-hour	149	210	296
50 Year 24-hour	173	246	351
100 Year 24-hour	196	282	406
500 Year 24-hour	247	366	543

NOTE: The watershed to Point of Interest #2 was too small for using the regression equations to estimate flows

- LEGEND**
- Points of Interest
 - Spencer Creek
 - Watershed to Outlet Structure
 - Stormwater Outfalls
 - Detention Berm
 - Detention Area
 - Brentwood City Limit
 - Parcels
 - 5 ft contours

REFERENCE

ESRI WORLD IMAGERY / ARCGIS MAP SERVICE:
HTTP://GOTO.ARCGISONLINE.COM/MAPS/WORLD_IMAGERY,
ACCESSED 12/16/2014, IMAGERY DATE: 2011.





Civil & Environmental Consultants, Inc.
405 Duke Drive Ste. 270 Franklin, TN 37067
615-333-7757 800-763-2326
www.cecinc.com

**CITY OF FRANKLIN
SPENCER CREEK
FEASIBILITY STUDY
WILLIAMSON CO., TN**

DRAWN BY: JMB/JBS CHECKED BY: SEC APPROVED BY: SEC*
DATE: 12/16/2014 SCALE: 1" = 150' PROJECT NO: 140-624

**FEASIBILITY STUDY HYDROLOGIC
& HYDRAULIC ANALYSIS**

FIGURE NO: **1**
SHEET 1 OF 1

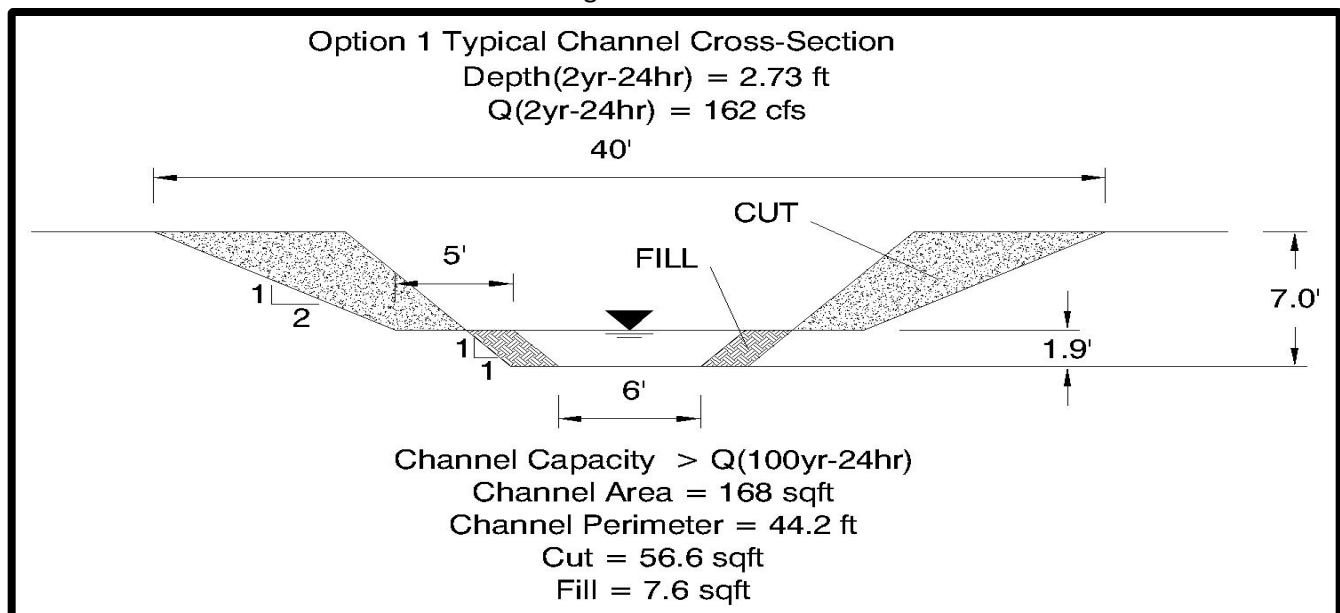
Estimate of "Big Ticket" Items

Option 1 - Reduce Channel Width, Excavate Benches, Hard Toe Protection, and Install Grade Control Structures

ITEM	Description	UNIT	QTY	UNIT COST	Total Cost
203-01	Road & Drainage Excavation (Unclassified)	CY	2,600	\$20.00	\$52,000
	Fill Material Placement	CY	340	\$20.00	\$6,800
	Grade Control Structures	EA	12	\$2,000.00	\$24,000
209-03.57	Stone Toe Protection	LF	800	\$100.00	\$80,000
209-65.04	Temporary In Stream Diversion	LF	1,200	\$19.03	\$22,836
209-09.24	Jute Mesh Fabric	SY	5,100	\$3.25	\$16,575
801-01	Seeding (With Mulch)	UNIT	155	\$22.07	\$3,421
801-01.07	Temporary Seeding (With Mulch)	UNIT	155	\$15.75	\$2,441
	Landscaping	LS	1	\$50,000.00	\$50,000
TOTAL ESTIMATE					\$258,073

This estimate of probable cost is based on reducing the channel width to 6-ft and excavating 5-ft wide floodplain benches on each side of the channel. A 2H:1V slope would then connect the floodplain bench to the existing ground. Tree removal would be required. Stream monitoring after construction will be required. However, compensatory offsite mitigation will likely not be required. The cost of the following items are not included in the estimate of probable cost, but will be additional cost if this alternative is selected.

1. Mobilization
2. Tree Removal (~\$1,000 per tree based on 2012 stream project in Franklin)
3. Clearing and grubbing
4. Erosion prevention and sediment control
5. Stormwater outfall protection to stop existing head-cutting
6. Post construction stream monitoring



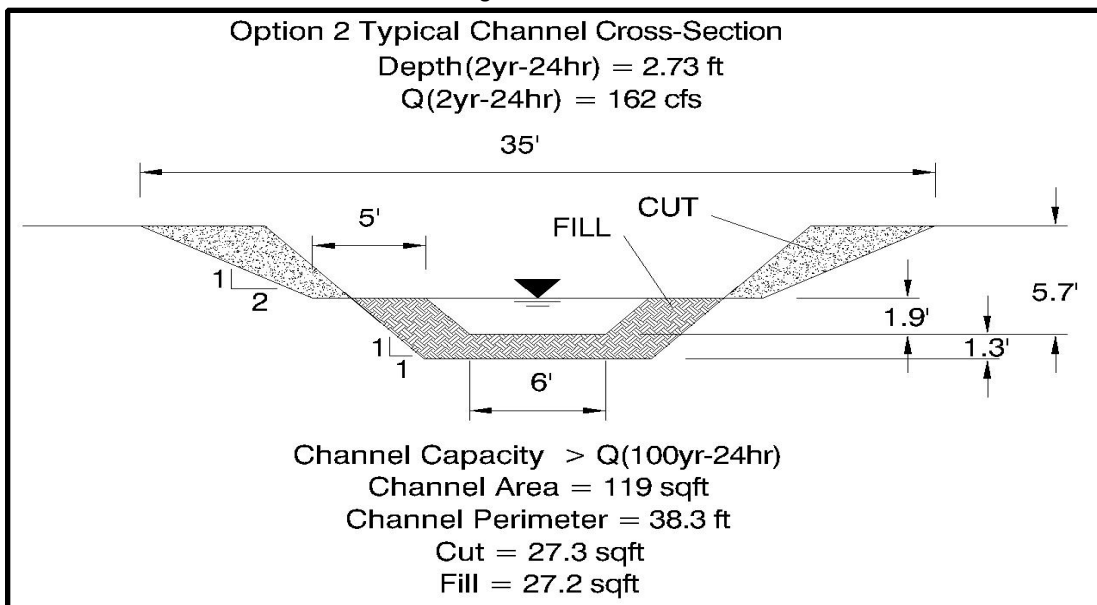
Estimate of "Big Ticket" Items

Option 2 - Raise Channel Bed, Reduce Channel Width, and Excavate Benches, and Install Grade Control Structures

ITEM	Description	UNIT	QTY	UNIT COST	Total Cost
203-01	Road & Drainage Excavation (Unclassified)	CY	1,300	\$20.00	\$26,000
	Fill Material Placement	CY	1,300	\$20.00	\$26,000
	Grade Control Structures	EA	24	\$2,000.00	\$48,000
209-65.04	Temporary In Stream Diversion	LF	1,200	\$19.03	\$22,836
209-09.24	Jute Mesh Fabric	SY	4,400	\$3.25	\$14,300
801-01	Seeding (With Mulch)	UNIT	155	\$22.07	\$3,421
801-01.07	Temporary Seeding (With Mulch)	UNIT	155	\$15.75	\$2,441
	Landscaping	LS	1	\$50,000.00	\$50,000
	Stream Mitigation In-Lieu Fee	LF	1,200	\$240.00	\$288,000
TOTAL ESTIMATE					\$480,998

This estimate of probable cost is based on raising the channel bottom and reducing the channel width to 6-ft and excavating 5-ft wide floodplain benches on each side of the channel. A 2H:1V slope would then connect the floodplain bench to the existing ground. Tree removal would be required. Stream mitigation may be required. Stream monitoring after construction will be required. The cost of the following items are not included in the estimate of probable cost, but will be additional cost if this alternative is selected.

1. Mobilization
2. Tree Removal (~\$1,000 per tree based on 2012 stream project in Franklin)
3. Clearing and grubbing
4. Erosion prevention and sediment control
5. Stormwater outfall protection to stop existing headcutting
6. Post construction stream monitoring



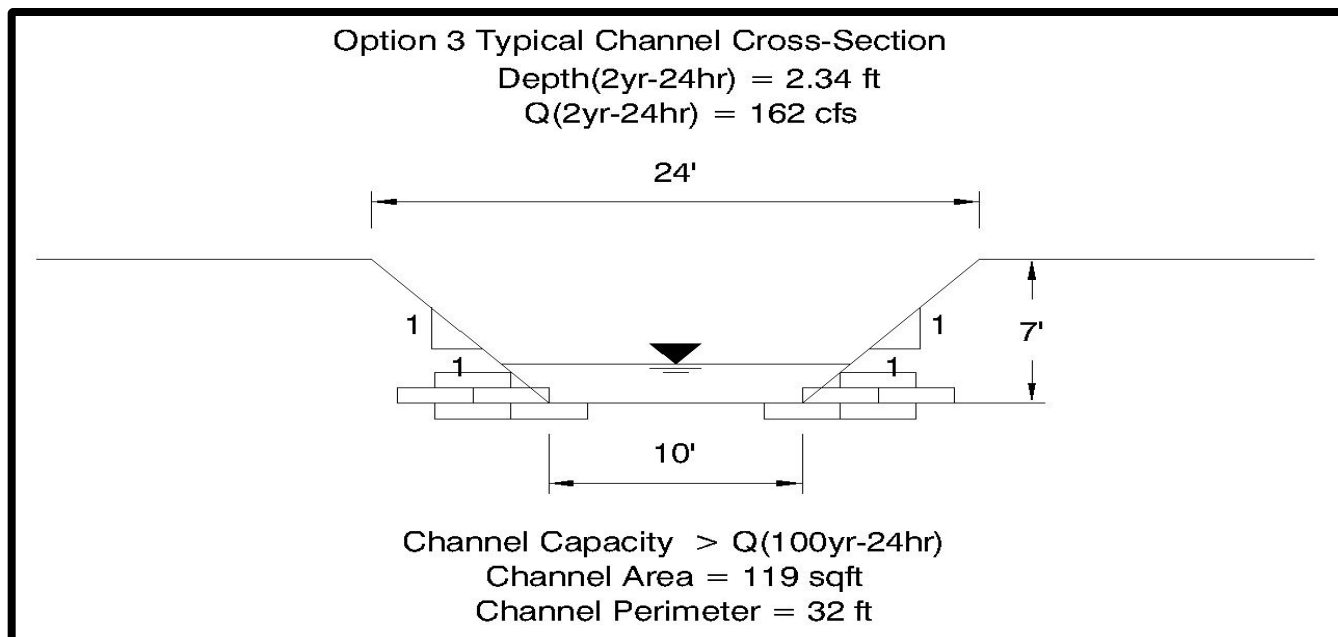
Estimate of "Big Ticket" Items

Option 3 - Install Hard Toe Protection and Grade Control Structures

ITEM	Description	UNIT	QTY	UNIT COST	Total Cost
209-03.57	Stone Toe Protection	LF	2,400	\$100.00	\$240,000
	Grade Control Structures	EA	12	\$2,000.00	\$24,000
209-65.04	Temporary In Stream Diversion	LF	1,200	\$19.03	\$22,836
209-09.24	Jute Mesh Fabric	SY	2,150	\$3.25	\$6,988
801-01	Seeding (With Mulch)	UNIT	155	\$22.07	\$3,421
801-01.07	Temporary Seeding (With Mulch)	UNIT	155	\$15.75	\$2,441
	Landscaping	LS	1	\$50,000.00	\$50,000
	Stream Mitigation In-Lieu Fee	LF	900	\$240.00	\$216,000
TOTAL ESTIMATE					\$565,686

This estimate of probable cost is based on Installing stone toe protection on both sides of the existing channel. Grade control structures would also be installed. Tree removal adjacent to the stream would be required to install the stone toe protection. Stream mitigation may be required at a rate of 0.75 based on current TDEC guidance. Stream monitoring after construction will be required. The cost of the following items are not included in the estimate of probable cost, but will be additional cost if this alternative is selected.

1. Mobilization
2. Tree Removal (~\$1,000 per tree based on 2012 stream project in Franklin)
3. Clearing and grubbing.
4. Erosion prevention and sediment control
5. Stormwater outfall protection to stop existing headcutting
6. Post construction stream monitoring



Estimate Cost of "Big Ticket" Items

Option 4 - Detention

ITEM	Description	UNIT	QTY	UNIT COST	Total Cost
203-01	Road & Drainage Excavation (Unclassified)	CY	225	\$20.00	\$4,500
	Clay Backfill Material for Cutoff Trench	CY	225	\$20.00	\$4,500
203-03	Borrow Fill Material and Placement	CY	1,300	\$20.00	\$26,000
607-05.02	24" Concrete Pipe Culvert	LF	50	\$60.00	\$3,000
801-01	Seeding (With Mulch)	UNIT	27	\$22.07	\$596
801-01.07	Temporary Seeding (With Mulch)	UNIT	27	\$15.75	\$425
	Landscaping	LS	1	\$15,000.00	\$15,000
TOTAL ESTIMATE					\$54,021

This estimate of probable cost is based on placing a berm to detain the stormwater generated on the golf course prior to it flowing into Jordan Branch. Some tree removal may be required. No work in the stream is anticipated. The cost of the following items are not included in the estimate of probable cost, but will be additional cost if this alternative is selected.

1. Golf Course Property Easements
2. Mobilization
3. Tree Removal (~\$1,000 per tree based on 2012 stream project in Franklin)
4. Clearing and grubbing
5. Erosion prevention and sediment control
6. Stormwater outfall protection to stop existing headcutting
7. Option 4a - Floodplain storage area

Estimate of "Big Ticket" Items

Option 5 - Encapsulate Jordan Branch in 1,200 feet of 8ft x 4ft Reinforced Concrete Box Culvert

ITEM	Description	UNIT	QTY	UNIT COST	Total Cost
203-01	Road & Drainage Excavation (Unclassified)	CY	487	\$20.00	\$9,740
203-07	Furnishing & Spreading Topsoil	CY	788	\$20.00	\$15,760
209-65.04	Temporary In Stream Diversion	LF	1,200	\$19.03	\$22,836
303-01.01	Granular Backfill (Roadway)	TON	5,996	\$6.45	\$38,674
604-02.01	Class A Concrete (Box Bridges)	CY	934	\$352.59	\$329,319
604-02.02	Steel Bar Reinforcement (Box Bridges)	LB	237,543	\$0.81	\$192,410
801-01	Seeding (With Mulch)	UNIT	155	\$22.07	\$3,421
801-01.07	Temporary Seeding (With Mulch)	UNIT	155	\$15.75	\$2,441
	Landscaping	LS	1	\$50,000.00	\$50,000
	Stream Mitigation In System	LF	1,200	\$240.00	\$288,000
TOTAL ESTIMATE					\$952,601

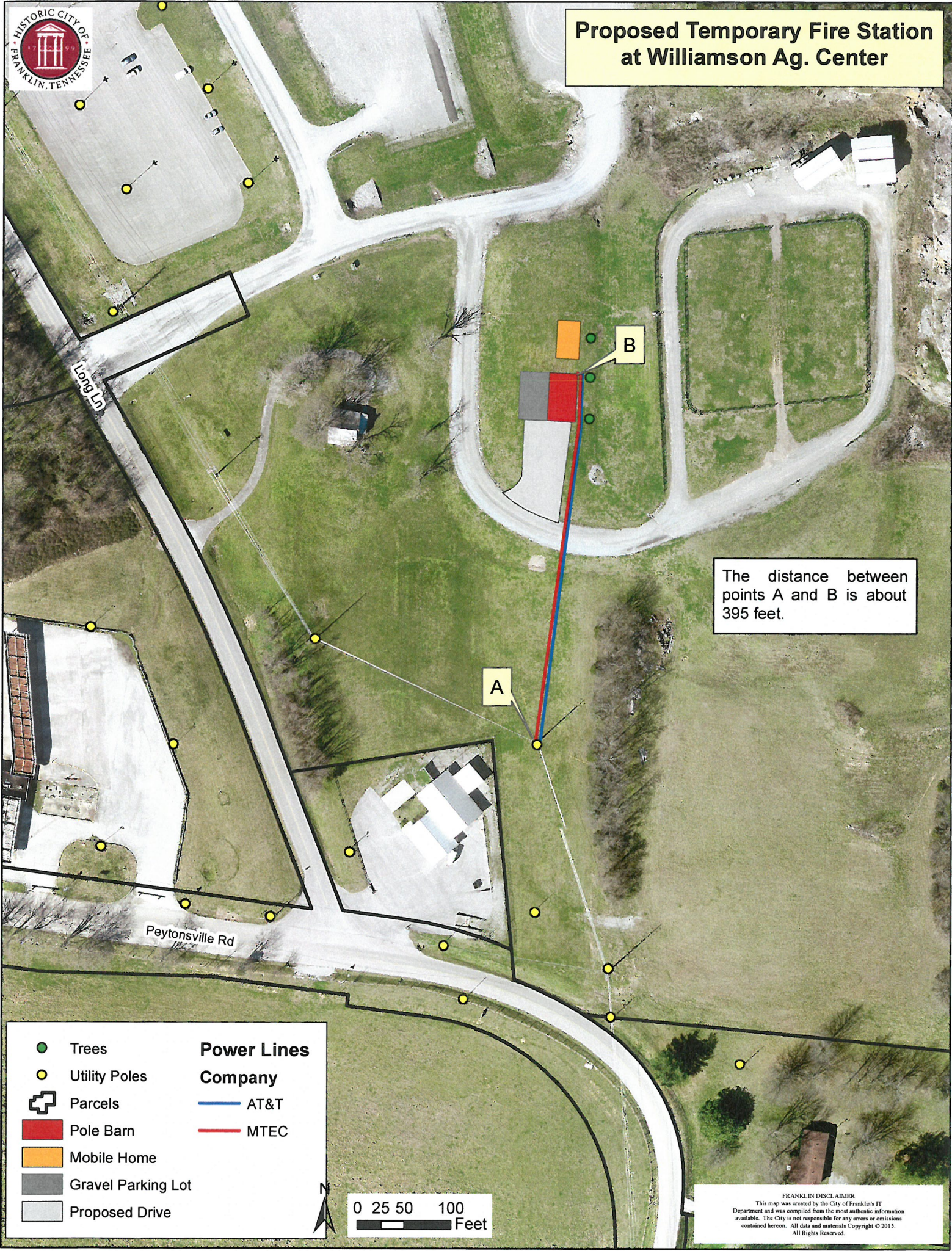
This estimate of probable cost is based on encapsulating 1,250 feet of Jordan Branch in an 8ft x 4ft reinforced concrete box culvert. Tree removal will be required. In system stream mitigation will be required. The cost of the following items are not included in the estimate of probable cost, but will be additional cost if this alternative is selected.

1. Stream mitigation cost greater than \$240 per linear foot. In system stream mitigation may include property accussions, additional design, construction cost, and post construction monitoring based on selected site.
2. Mobilization
3. Tree Removal (~\$1,000 per tree based on 2012 stream project in Franklin)
4. Clearing and grubbing
5. Erosion prevention and sediment control
6. Drainage system to convey stormwater from adjacent properties
7. Connecting proposed culvert to existing culvert under Cliffe Run





Proposed Temporary Fire Station at Williamson Ag. Center



The distance between
points A and B is about
395 feet.

Trees

Utility Poles

Parcels

Pole Barn

Mobile Home

Gravel Parking Lot

Proposed Drive

Power Lines

Company

AT&T

MTEC

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 © 2015. All Rights Reserved.

**LEASE AGREEMENT BETWEEN
WILLIAMSON COUNTY, TENNESSEE,
AND THE CITY OF FRANKLIN**

THIS LEASE AGREEMENT, ("Lease"), is made and entered into pursuant to Tennessee law, by and between **WILLIAMSON COUNTY, TENNESSEE**, (hereinafter "County"), and the **CITY OF FRANKLIN**, (hereinafter "City"), concerning the lease of property for the construction and operation of a temporary fire station.

WHEREAS, Williamson County has the express authority, upon approval of its governing body, to lease county property upon such terms as its legislative body deems appropriate; and

WHEREAS, Williamson County owns improved real property at 4215 Long Lane, Franklin, Tennessee that is used as the Williamson County Agricultural Exposition Park, ("Ag Park"); and

WHEREAS, pursuant to Tennessee Code Annotated, Section 12-9-104, the County and City executed an Interlocal Agreement where the City agrees to extend its sanitary sewer infrastructure along Long Lane to provide sewer services to the Ag Park and as consideration the County has agreed to transfer temporary construction and permanent easements and ownership of approximately 2.5 acres of the Ag Park property to the City to construct a fire station to provide fire protection and related emergency response services to the surrounding area; and

WHEREAS, the City desires to lease a portion of the Ag Park property to construct a temporary fire station which will include a pole barn and temporary living quarters until it completes the construction of the permanent fire station; and

WHEREAS, the City agrees to transfer ownership of the pole barn to Williamson County once the City completes construction of the permanent fire station; and

WHEREAS, the parties recognize the importance of providing efficient and effective fire protection and prevention services to the surrounding area.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. PURPOSE. The purpose of this Lease is to provide space to the City to construct a temporary fire station and living quarters to afford the City a location to provide fire protection and related emergency response services.

2. PROPERTY. In consideration of the obligation of the City as herein provided and in consideration of the other terms, covenants and conditions hereof, County hereby leases to City a portion of the improved property located at 4215 Long Lane, Franklin, Tennessee to construct a pole barn and temporary housing unit, as generally shown on the plans ("Property"). Attached as Exhibit A is the site map of the Property.

3. ACCEPTANCE OF THE PROPERTY. City acknowledges and agrees that it takes possession of the Property "AS IS" and with all faults and no duty of County to make or perform any construction, repairs, replacements, maintenance, alterations or improvements to the Property. County makes no representation as to the suitability of the Property and any repairs, use or modification of the Property shall be at the sole cost and risk of the City.

4. TERM OF THE LEASE. The initial term of this Lease shall be for a term of three years and shall commence on February 1, 2015 and shall end on January 31, 2018 or until such time as the City has obtained a certificate of occupancy for its permanent fire station with such rights of termination as are hereinafter expressly set forth. The Lease may be extended for additional one year terms upon written agreement of the parties. In no event shall this Lease exceed five years.

5. USE. City may use the Property in any manner directly related to the provision of fire prevention and emergency response services so long as such use does not cause unreasonable economic loss, property damage, or environmental harm to County or the Property. Any change of use from this initial use requires the prior written consent of County, such consent not to be unreasonably withheld, conditioned or delayed. City shall use the Property only for lawful and moral purposes in full compliance with applicable ordinances, statutes, rules and regulations. City has the right of access along existing driveways located on the AG Park Property

6. CONSTRUCTION OF STRUCTURES. City shall have the right to construct a pole barn and a temporary living facility on the Property to store the fire apparatuses and related vehicles and equipment needed to provide fire prevention and related emergency response services. City shall also be responsible for purchase and installation of a septic holding tank under the supervision of a professional engineer experienced in the type of work as provided in Section 9. City agrees to provide all construction and installation plans of all structures to be constructed on the

Property to the County for comment and written approval prior to the commencement of any work, which shall not be unreasonably withheld, or delayed. See Exhibit B.

7. COMPENSATION. As compensation for the lease of the Property, City agrees to transfer all ownership interest in the pole barn to County free from all liens and encumbrances on the date this Lease is terminated in any manner as provided herein. Prior to termination of this Lease, should the City determine that it has no use for the temporary living facility constructed on the Property, City shall notify the County within 30 days from the date of termination, and give the County first right of refusal to purchase the living facility at fair market value. Should the County determine that it can use the living facility and wishes to purchase the living facility from the City, the City shall transfer all ownership interest of the living facility to County free from all liens and encumbrances on the date this Lease is terminated in any manner as provided herein.

8. REPAIR AND MAINTENANCE. Acknowledging that the compensation for the lease of the Property shall be transfer of ownership of the pole barn and possibly the temporary living facility, the City shall, during the term of this Lease, maintain the pole barn and temporary living facility and all appurtenances in good repair and condition including, but not limited to, the maintenance and repair of the plumbing, heating, electrical, air conditioning and ventilating equipment and fixtures to the end that all such facilities are kept in good operating condition by the City.

9. PUMP AND HAUL SYSTEM.

- (A) **Permit.** The City shall be solely responsible for obtaining the required permit modification to the current County pump and haul permit issued by the Tennessee Department of Environment and Conservation, ("TDEC"), and all documents and costs associated with the permit modification. The County shall cooperate with the City to obtain the permit modification by providing information or documentation in possession of the County that is needed to seek and receive approval of the permit modification from TDEC. The City shall not commit any act that would adversely affect the County's pump and haul permit issued by TDEC or any other approvals granted by a governmental entity.
- (B) **Government Approvals.** The City shall be solely responsible for obtaining all governmental approvals including, but not limited to, approval from the Williamson County Department of Sewage Disposal Management ("WCSD") and TDEC.
- (C) **Installation.** The City shall contract with a certified septic tank contractor licensed and experienced in the type of installation of the septic holding tank, warning device and control panels required by TDEC and all other applicable governmental regulations. The septic tank system shall be installed in accordance with the stamped engineering plans approved first by a professional engineer and then by the County and shall be of the type and size required by TDEC and WCSD. All work provided in the installation of the septic holding tank and all related apparatuses shall be conducted at the direction of the professional engineer.
- (D) **Disposal Services.** The City shall execute a separate contract with the County's current pump and haul contractor to provide hauling, disposal and maintenance services on a continuous basis for the entire term of this Lease or until the septic holding tank, warning device and control panels are removed from the Property. City shall be responsible for requesting and paying for the pumping and hauling services.
- (E) **Maintenance.** City shall be solely responsible for the cost of the operation and maintenance of its septic tank system in accordance with applicable law at all times and take all actions necessary to ensure the system is maintained and operated in compliance with applicable law. City shall be solely responsible for the cost of any septic tank failures as well as sewer waste leaks and all other damages, injuries or costs related to the maintenance or operation of the septic holding tank.
- (F) **Removal.** Prior to termination of this Lease, City shall be responsible for all costs related to removing, transporting, and disposing of the septic holding tank, warning device, control panels and all other related devices in accordance with applicable law unless the County has agreed to take ownership of the septic holding system.

10. SURRENDER OF POSSESSION. Upon termination or expiration of this Lease, City will peaceably surrender to the County the Property in good order and condition, reasonable use and wear thereof and damage by earthquake, public calamity, or circumstance for which County is responsible pursuant to this Lease excepted. County shall not be responsible for any items, fixtures, equipment, material or any other item owned or leased by the City which remains on the Property beyond the termination of this Lease. Should the City maintain ownership of the living facility constructed on the Property, City shall remove the structure in a timely manner. City shall reimburse the County for any and all damages proximately resulting from the removal of the improvements. This Section 10 shall survive the expiration or termination of this Lease.

11. TERMINATION FOR CONVENIENCE. Either the County or City may terminate this Lease at any time by giving written notice to the other party at least 60 days prior to the date when such termination becomes effective. Said notice shall commence on the day after the date of mailing.

12. TERMINATION FOR CAUSE. The failure of either party to comply with any material provision of this Lease within thirty days after written notice of such failure to comply is given by the non-breaching party, or if it is not feasible to cure such failure within such period, to begin performance of such material provision within such period and to diligently pursue performance to completion in a reasonable period of time thereafter, the non-breaching party may terminate this Lease and seek all available legal and contractual remedies available to the non-breaching party.

13. INSURANCE. Each party shall be responsible for obtaining and maintaining its own liability and property insurance related to this Lease.

14. ASSIGNMENT AND SUBLETTING. This Lease cannot be assigned or subleased by either party.

15. NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this Lease. No person or entity other than a party to this Lease shall have any rights hereunder or any authority to enforce its provisions, and any such rights or enforcement must be consistent with and subject to the terms of this Lease.

16. AUTHORITY TO ENTER INTO LEASE. This Lease is made and entered into pursuant to the authority granted by the parties by their legislative bodies under Tennessee Law, and the parties agree that all approvals and filings required by law shall be achieved as soon as possible from and after the execution of this Lease.

17. SERVICES AND UTILITIES. City shall be responsible for all costs associated with the installation, connection and use of all utilities for the facilities.

18. NOTICE. All notices under this Lease shall be given in writing, addressed to the following persons:

To: Williamson County

Attn: Office of Public Safety Director
1320 West Main St., Suite B-25
Franklin, TN 37064

To: City of Franklin

Attn: City Administrator
103 3rd Avenue South
Franklin, TN 37064

Written notices shall be deemed received three days after the same are deposited in the United States Mail, postage prepaid, addressed as provided above.

19. TIME IS OF THE ESSENCE. Time is of the essence of this Lease, and the terms and provisions of this Lease.

20. DESTRUCTION OF PROPERTY. If the Property or any portion of the Property or facilities is destroyed by fire or other casualty this Lease shall terminate with no further obligations from the parties.

21. MISCELLANEOUS.

(A) Relationship. In consideration of the mutual covenants provided herein, the parties agree that nothing contained herein is intended to be or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting an agency relationship in any manner whatsoever. The individual parties are and shall remain independent entities with respect to this Lease.

(B) Binding. This Lease 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.

(C) Severability. The parties agree that if any part, term, or provision of this Lease 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 Lease 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 Lease are unique and, accordingly, the individual agencies 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 Lease, including obtaining all regulatory and governmental approvals required to carry out the terms of this Lease, 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 Lease.

(F) Law/Venue. This Lease shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Lease, or any exhibits hereto, become subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

(G) Assumption of Responsibility. City assumes full responsibility for all persons acting on behalf of or through City with respect to City's use of the Property or the provision of services, including City's employees, agents, and invitees. The County assumes full responsibility for all persons acting by or under direction of the County with respect to its obligations of this Lease, including County's employees, agents, and invitees.

(H) Entire Agreement. This Lease 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 Lease may be amended only by written instrument signed by all parties.

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

Williamson County, Tennessee:

City of Franklin:

By: _____

By: _____

Date: _____

Date: _____

Approved as to form and legality:

County Attorney

Approved as to form and legality:

City Attorney

H:\Williamson County\Agreements\InterlocalAgrmts\Lease-Franklin-Long Lane Temp Fire Hall K#15-003 (1-7-15)JH Comments.doc

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. (“Pictometry”) AND
CITY OF FRANKLIN, TN (“Customer”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading ‘Section B: License Terms’; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
109 3rd AVE South	100 Town Centre Drive, Suite A
Franklin, Tennessee 37064	Rochester, NY 14623
Attn: Chris Robinson,	Attn: Contract Administration
Phone: (615) 550-6619 Fax:	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry’s obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry’s obligations under this Agreement.
5. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
6. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
7. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry’s reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
8. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and

conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

CUSTOMER	PICTOMETRY
CITY OF FRANKLIN, TN	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE) _____

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
100 Town Centre Drive, Suite A
Rochester, NY 14623

ORDER #

C153603

BILL TO
City of Franklin, TN
Chris Robinson
109 3rd AVE South
Franklin, Tennessee 37064
(615) 550-6619
chris.robinson@franklinton.gov

SHIP TO
City of Franklin, TN
Chris Robinson
109 3rd AVE South
Franklin, Tennessee 37064
(615) 550-6619
chris.robinson@franklinton.gov

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A120160	Eckenrod	Biennial

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
101	IMAGERY - 3in, 5-way, OCB (N5) Per Sector	Product includes 3-inch GSD color balanced oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$468.00	\$458.64 (2%)	\$46,322.64
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
101	Mosaic - Area Wide (4in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$202.00
1	Oblique Imagery Bundle with Two (2) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, ten (10) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of two years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 2 Year(s)	\$4,000.00	\$3,000.00 (25%)	\$3,000.00
101	Tiles - Standard (4in GSD; TIFF format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00		\$2,020.00

Thank you for choosing Pictometry as your service provider.

TOTAL**\$51,743.64**¹Amount per product = ((1-Discount %) * Qty * List Price)**FEES; PAYMENT TERMS**

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing.

Due at Signing

\$6,467.96

Due at Initial Shipment of Imagery
Due at Activation

\$42,275.68
\$3,000.00

Total Payments

\$51,743.64

PRODUCT PARAMETERS

IMAGERY

Product: IMAGERY - 3in, 5-way, OCB (N5) Per Sector
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Standard Ortho Mosaic Products: Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

CONNECT

Product: Pictometry Connect - CA - 50
Admin User: Chris Robinson
Admin User Email: chris.robinson@franklin.tn.gov
Requested Activation: when imagery available
Special Instructions:

Geofence: TN Williamson

Economic Alliance Partnership (EAP)

Customer is eligible for the EAP program described below for a period of two years from the Effective Date. Following payment to Pictometry of amounts due with respect to each subsequent capture, Customer will be eligible for the then-current EAP program for a period of two years from delivery of such subsequent capture.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide updated imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for the EAP program:
- **Hurricane:** areas affected by hurricanes of Category II and higher. (Coverage for hurricanes below Category II and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tornado:** areas affected by tornados rated EF4 and higher. (Coverage for tornados below EF4 and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Terrorist:** areas affected by damage from terrorist attack. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale. (Coverage for earthquakes rated below 6.0 on the Richter scale and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- B. Software – Use of Pictometry Change Analysis™** – Pictometry's EAP program includes the use of Change Analysis software for a term of ninety days from the date of delivery of the EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts.

SECTION B**LICENSE TERMS****PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the “Delivered Content Terms and Conditions”), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms “you” and “your” in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 “Authorized Subdivision” means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 “Authorized System” means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 “Authorized User” means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 “Delivered Content” means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 “Project Participant” means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants’ planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry’s right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

5. TRADEMARKS; CONFIDENTIALITY

- 5.1 Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.
- 5.2 Confidentiality of Delivered Content.** Subject to the attached Addendum, the Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.

7. MISCELLANEOUS PROVISIONS

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee, excluding its conflicts of law principles. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee. Any provision of this Agreement held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

SECTION B**LICENSE TERMS****PICTOMETRY ONLINE SERVICES
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act.

3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.

- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 100 Town Centre Drive, Suite A, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of Tennessee, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of Tennessee, in the alternative, the Federal Courts located in the State of Tennessee shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Williamson County, Tennessee or the U.S. District Court for the Middle District of Tennessee, as applicable.
- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

SECTION B

LICENSE TERMS

**PICTOMETRY SOFTWARE
LICENSE AGREEMENT**

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT ("LICENSE") CAREFULLY BEFORE DOWNLOADING, INSTALLING OR USING THE SOFTWARE. BY USING THE SOFTWARE, YOU AGREE TO THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE.

1. **GENERAL.** The software ("Pictometry Software") and any written materials that accompany the software ("Documentation") in any media or form are licensed, not sold, to you by Pictometry International Corp. ("Pictometry") for use only under the terms of this License. Pictometry reserves all rights not expressly granted to you in this License.
2. **LICENSE.** Subject to the terms and conditions of this License, you are granted a limited, non-transferable, terminable, non-sublicenseable, non-exclusive license to install and use the Pictometry Software and the Documentation (collectively, the "Proprietary Materials") solely for internal use. Use of the functionality provided by the Pictometry Software other than for your internal use is prohibited, except with the prior written approval of Pictometry. You may make one copy of the Pictometry Software in machine-readable form for backup purposes only; provided that the backup copy must include all copyright and other proprietary notices contained in the original. You will not and will not enable others to decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, create derivative works of, or tamper with or disable any security or monitoring features within the Pictometry Software. Any attempt to do so is a violation of the rights of Pictometry and its licensors.
3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
6. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of Tennessee, excluding its conflict of laws principles. The parties' choice of forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.
 - F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.

- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

DRAFT

SECTION C

NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.

[END OF NON-STANDARD TERMS AND CONDITIONS]

DRAFT

DRAFT

SECTOR MAP

BUDGET GOALS

Financial Goals

- Maintain and enhance the positive fiscal position of the City by adherence to financial management principles for public funds.
- Continue to pursue options for revenue diversification among property taxes, sales taxes, fees, interest earnings, other income, and state shared revenues with expenditure growth reviewed annually in terms of population increases and desired public service levels.
- Produce a structurally balanced budget with ongoing revenues meeting ongoing expenses.
- Increase transparency and accuracy of budget process and presentation.
- Pursue additional revenue sources when and where appropriate.
- Maintain reserve funds in compliance with the Board of Mayor and Aldermen's adopted policy.
- Maintain compliance with the City's adopted debt policy and capital funding program.
- Leverage local funds through the pursuit of grant opportunities.

Non-Financial Goals

- Maintain and enhance services to citizens. Avoid employee layoffs and other actions that would negatively impact the delivery of City services.
- Focus on the delivery of roadway projects approved through the Board's Capital Investment Funding Plan.
- Focus on continued maintenance and improvement to the water & wastewater infrastructure by advancing rate-funded capital projects.
- Develop, adopt, and implement programs and policies which promote, protect, and preserve the health, safety and welfare of the community, and thereby enhance the high quality of life enjoyed by all residents of the City.
- Develop, adopt, and implement programs and policies, which create and sustain a positive economic environment within the City of Franklin.
- Cooperate with other agencies to generate significant economic development opportunities within Franklin and Williamson County.
- Cooperate with Williamson County cities, Metro and TDOT to enhance emergency operations, radio systems, and the Intelligent Transportation network.
- Continue an emphasis on maintenance of facilities and equipment with replacement of the City's fixed assets as necessary, which include equipment, infrastructure, and facilities.
- Continue emphasis on employee safety and safety education.
- Continue and further enhance our commitment to employee training and professional development, and thereby providing a positive work environment for teamwork, individual and department initiatives, productivity, and individual development.
- Maintain and continue to enhance the compensation and benefit plan for employees within our financial capabilities; to retain qualified and motivated employees in a highly competitive market.

- Enhance community services through the promotion of and with provision for the expansion of City/County, City/Non-Profit, and public/private cooperation in areas deemed feasible.
- Continue commitment to the vitality of the downtown area and individual historical areas.
- Encourage Community improvement projects to maintain and improve the visual improvements of the City's existing residential neighborhoods and business area.
- Continue maintaining membership and active participation of City officials in regional and statewide and national organizations benefiting the City of Franklin.

Specific Fiscal Year 2016 Initiatives

- To continue the emphasis that will maintain and enhance existing level of services to the citizens of Franklin to focus upon core values of excellence, innovation, teamwork, integrity and an action-orientation.
- Support and connect the City's operational efforts to long-term planning initiatives that have been completed in recent years and/or is currently underway. These key planning efforts include the Board-adopted strategic plan *FranklinForward*, the Integrated Water Resource Plan (IWRP), the Comprehensive Transportation Plan, the Park's Master Plan, the Greenway/Open Space Plan, and the neighborhood street resurfacing program.
- Review and update the City's Pay Plan based on market data ensuring that the City is a highly competitive employer. Include funding for pay plan updates, market adjustments and merit pay.
- Continue efforts to recruit qualified employees including efforts to diversify the workforce.
- Continue to work on a long-term assessment of City Hall facilities and operational needs due to growth, service requirements, and technology.
- Complete the construction of Fire Station #8 and bring it into full operational service to the community.
- Initiate the construction of both the Water Treatment Plant upgrade and Water Reclamation Facility Expansion/Upgrade.
- Demonstrate significant progress on the FY 2014-2018 Capital Investment Program (CIP) and the associated funding plan approved by the Board of Mayor and Aldermen. Work to update the Capital Investment Plan, establishing an updated 5-year plan.
- To continue to identify opportunities to expand and enhance the City's communication with the public through various strategies and mediums.
- To promote/market the City as a preferred economic development location in cooperation with the State of Tennessee, Williamson County and other partners.
- To continue the City's participation in the benchmarking program through UT-MTAS and other organizations, such as ICMA or GFOA. Continue the city-wide performance measurement program connecting measures to the Board's strategic plan, *FranklinForward*. Provide ongoing reporting through the budget, the City's website, and regular reports to BOMA.
- Support the sustainability efforts identified by staff and the City's Sustainability Commission.

- Continue efforts to find a workable solution to public transportation needs that would provide needed services with a more effective financial solution.

RESOLUTION NO. 2016-12

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN FOR THE CITY OF FRANKLIN ADOPTING BUDGET GOALS FOR THE FISCAL YEAR 2015-2016

WHEREAS, the City of Franklin strives to provide excellent services to its citizens on a cost effective basis through adoption of an annual operating budget as required by the Municipal Charter and the laws of the State of Tennessee, and

WHEREAS, this budget document is guided in principle by the goals and strategic planning developed by the Board of Mayor and Aldermen with input from the citizens of the City, and

WHEREAS, it is deemed to be in the public interest to provide for the long range fiscal health of the system by establishing financial, non-financial and specific operational goals each year, and

WHEREAS, a set of goals has been reviewed by the Budget & Finance Committee and the full Board of Mayor & Aldermen.

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

SECTION 1. The Goals for Fiscal Year 2015-2016, as set forth more fully in **Attachment A**, is herewith approved and adopted.

SECTION 2: That this Resolution shall be effective upon adoption.

ADOPTED THIS TENTH DAY OF FEBRUARY, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Sauna R. Billingsley
City Attorney

IDB Original Payment Schedule

Year #	Year	Beginning Balance	Principal Payment	Ending Balance
	2005	--- issued Dec, 2005 ---		
1	2006	\$ 14,945,000	\$ -	\$ 14,945,000
2	2007	\$ 14,945,000	\$ -	\$ 14,945,000
3	2008	\$ 14,945,000	\$ -	\$ 14,945,000
4	2009	\$ 14,945,000	\$ -	\$ 14,945,000
5	2010	\$ 14,945,000	\$ 370,000	\$ 14,575,000
6	2011	\$ 14,575,000	\$ 395,000	\$ 14,180,000
7	2012	\$ 14,180,000	\$ 415,000	\$ 13,765,000
8	2013	\$ 13,765,000	\$ 445,000	\$ 13,320,000
9	2014	\$ 13,320,000	\$ 470,000	\$ 12,850,000
10	2015	\$ 12,850,000	\$ 500,000	\$ 12,350,000
11	2016	\$ 12,350,000	\$ 525,000	\$ 11,825,000
12	2017	\$ 11,825,000	\$ 560,000	\$ 11,265,000
13	2018	\$ 11,265,000	\$ 595,000	\$ 10,670,000
14	2019	\$ 10,670,000	\$ 630,000	\$ 10,040,000
15	2020	\$ 10,040,000	\$ 665,000	\$ 9,375,000
16	2021	\$ 9,375,000	\$ 710,000	\$ 8,665,000
17	2022	\$ 8,665,000	\$ 750,000	\$ 7,915,000
18	2023	\$ 7,915,000	\$ 800,000	\$ 7,115,000
19	2024	\$ 7,115,000	\$ 845,000	\$ 6,270,000
20	2025	\$ 6,270,000	\$ 900,000	\$ 5,370,000
21	2026	\$ 5,370,000	\$ 950,000	\$ 4,420,000
22	2027	\$ 4,420,000	\$ 1,010,000	\$ 3,410,000
23	2028	\$ 3,410,000	\$ 1,070,000	\$ 2,340,000
24	2029	\$ 2,340,000	\$ 1,135,000	\$ 1,205,000
25	2030	\$ 1,205,000	\$ 1,205,000	\$ -

TIF District

Annual Interest & Financing Costs						
<u>tax year</u>	<u>estimated tax increment</u>		<u>continuation of letter of credit mode</u>	<u>direct bank purchase fixed rate</u>	<u>direct bank purchase variable rate</u>	<u>direct bank purchase hybrid</u>
2015	\$ 1,282,578		\$ 255,645	\$ 335,920	\$ 108,680	\$ 222,300
2016	\$ 1,482,578		\$ 303,903	\$ 321,640	\$ 163,185	\$ 242,413
2017	\$ 1,682,578		\$ 345,836	\$ 306,408	\$ 211,782	\$ 259,095
2018	\$ 1,882,578		\$ 380,919	\$ 290,224	\$ 253,946	\$ 272,085
2019	\$ 2,082,578		\$ 408,628	\$ 273,088	\$ 289,152	\$ 281,120
	\$ 8,412,890		\$ 1,694,930	\$ 1,527,280	\$ 1,026,745	\$ 1,277,013

Available for Principal Reduction						
<u>tax year</u>	<u>estimated tax increment</u>		<u>continuation of letter of credit mode</u>	<u>direct bank purchase fixed rate</u>	<u>direct bank purchase variable rate</u>	<u>direct bank purchase hybrid</u>
2015	\$ 1,282,578		\$ 1,026,933	\$ 946,658	\$ 1,173,898	\$ 1,060,278
2016	\$ 1,482,578		\$ 1,178,676	\$ 1,160,938	\$ 1,319,393	\$ 1,240,166
2017	\$ 1,682,578		\$ 1,336,743	\$ 1,376,170	\$ 1,470,796	\$ 1,423,483
2018	\$ 1,882,578		\$ 1,501,659	\$ 1,592,354	\$ 1,628,632	\$ 1,610,493
2019	\$ 2,082,578		\$ 1,673,950	\$ 1,809,490	\$ 1,793,426	\$ 1,801,458
	\$ 8,412,890		\$ 6,717,960	\$ 6,885,610	\$ 7,386,145	\$ 7,135,878

MEMORANDUM

January 15, 2015

TO: Board of Mayor & Aldermen
Eric Stuckey, City Administrator

FROM: Russ Truell, ACA / CFO

RE: Plan of Refinancing Industrial Development Bonds

The original bonds used to finance the 50-acre parcel of land for the Nissan North America headquarters were issued with a rising amortization schedule that was intended to parallel the growing property taxes from the McEwen Economic Development district. That payment schedule, showing the principal payments for each year, is attached. The final maturity for the original bonds was April 1, 2030.

Because of the accelerating rate of development in the Economic Development District, and because of the unusually low prevailing interest rates, proposals were requested to ascertain whether a better financing structure might exist and the degree of competition in the rate environment among financial institutions. Numerous responses were received, including proposals offering slightly different financing formats. It was determined that a “direct bank purchase” format would be more beneficial to the Industrial Board and therefore the City of Franklin.

Moving to a direct bank purchase mechanism is beneficial in several ways. First, it removes the reliance on continual remarketing of the Industrial Board bonds. By allowing a bank or banks to purchase the bonds directly for a fixed term, the risk of constantly reselling and repricing the bonds on a weekly basis is eliminated. Secondly, it removes the need for a standby letter of credit. Because of continually escalating restrictions on banks by the regulatory authorities, it has become a practice of banking institutions to obtain a higher return on letter of credit commitments than was customary in 2005, the year of issuance. That results in higher costs for bond issuers like the IDB, even when the standby credit is seldom if ever

utilized. Finally, a direct bank purchase allows additional flexibility in structuring the repayment of the bonded debt. Instead of a fixed principal amount due and payable each period, banks can tailor the principal payments to correlate to the proceeds from the tax increment (TIF) district. If property taxes accumulate faster than forecasted, additional principal payments can be made without prepayment penalties or restructuring the outstanding loan balances.

In the most recent year, the “all-in” cost of financing the bonds was about 1.5%. That was comprised of a letter of credit cost of 1.00%; remarketing and trustee costs of approximately 0.20%; and variable interest rates of around 0.27%. Because the letter of credit costs and the variable interest rates are scheduled to rise in the coming year, the “all-in” cost estimate for 2015 is around 2.5%, or \$255,645.

In the submitted financing proposal that was deemed to be the best offer, there was a five-year term at a 2.72% fixed interest rate; a seven-year term at 3.14% fixed rate; and a ten year term at a 3.51% fixed rate. Similar proposals were received based on a floating interest rate (one-month Libor) plus a “spread” rate of roughly 70 basis points (0.70%). Using this best proposal, Public Financial Management and City staff have compared three approaches to refinancing the outstanding balance.

The fixed rate solution would raise the annual interest payments as follows:

5 year term	2.72%	\$335,920
7 year term	3.14%	\$387,790
10 year term	3.51%	\$433,485

The variable rate solution would decrease the annual interest payments for the first year as follows:

5 year term	0.86%	\$106,210
7 year term	0.88%	\$108,680
10 year term	0.91%	\$112,385

The caveat for the variable rate solution would be that interest rates are expected to rise over the next several years. The current one-month Libor rate is 0.16%. In comparing the costs over the next five years, staff used an annual increase of 0.50% in calculating the overall cost of the

variable rate program. The numbers are included in an attachment to this memo.

We are also exploring a third “hybrid” option with the financial institution deemed to have the best proposal. We are also conferring with the IDB bond attorney to make certain that such an option conforms to all laws and the technicalities of the original bond documents. In the hybrid option, the goal would be to take advantage of both fixed and variable offers. Using the known amount of tax increment revenue from the most recent year, a five-year fixed rate structure would be established. This would take advantage of the extremely competitive fixed rate offered by the bank without any risk of under collecting future tax revenues to make guaranteed payments. Whatever principal amount that could be defeased by the known revenues would be locked in a guaranteed five year payout. The interest cost would be greater than using the variable rate vehicle, but the certainty of payments would lower the overall risk. The remainder of the outstanding bonds would be placed in a second tier, subject to the variable rate but without a firm principal reduction schedule. Technically it would be an “interest only” payment schedule, but it would allow payments in variable amounts without prepayment penalties. If the tax increment grows at a rate of \$200,000 per year, as expected, that amount would be used to pay the interest first and the remainder would apply to principal. If by the third or fourth year, over \$800,000 would be available, any amount in excess of the interest payments would go toward principal.

The advantage of the hybrid approach is that it would take advantage of the unusually low short term interest rates while still guaranteeing that roughly half of the outstanding balance is protected from any spikes in the interest rates. It is a very conservative position; if you will, a “belt and suspenders” approach. Because half of the financing would be done at the fixed interest rate, the five year cost would be higher than the variable rate option. It would, however, reduce the risk of an unexpectedly rapid rise in short term interest rates. Current indications are that the economy will be unlikely to grow rapidly enough to justify interest rate hikes that are larger than those included in the model calculations.

[SECOND] AMENDMENT TO REVOLVING LOAN AGREEMENT

THIS **[SECOND]** AMENDMENT TO REVOLVING LOAN AGREEMENT entered into as of the 1st day of April, 2015 (the "Amendment") by and between BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, a Tennessee municipality (the "City"), and THE INDUSTRIAL DEVELOPMENT BOARD OF THE CITY OF FRANKLIN, a Tennessee public non-profit corporation (the "IDB").

WITNESSETH:

WHEREAS, the IDB has, pursuant to an Indenture of Trust dated as of December 1, 2005 (the "Indenture") between the IDB and The Bank of New York Trust Company, N.A., as Trustee (the "Trustee"), issued its Adjustable Rate Taxable Tax Increment Bonds, Series 2005 (the "Original Bonds"); and

WHEREAS, the Original Bonds are payable from:

- (i) The incremental real and personal property tax revenues received by the IDB with respect to the property that is subject to that certain "Economic Impact Plan for McEwen Economic Development Area" (the "Plan") heretofore approved by the City and Williamson County, Tennessee (the "TIF Revenues");
- (ii) Certain payments in lieu of taxes paid to the IDB by Nissan North America, Inc. ("Nissan") pursuant to that certain Payment In Lieu of Tax Agreement dated as of December 5, 2005 (the "Nissan PILOT Agreement"), between the IDB and Nissan (the "Nissan PILOT Payments");
- (iii) Payments in lieu of taxes other than the Nissan PILOT Payments received by the City or the IDB with respect to properties located in the "Plan Area," as described in the Plan (the "Other PILOT Payments"); and
- (iv) Certain payments made by Nissan pursuant to that certain Conditional Payments Agreement dated as of December 21, 2005 (the "Conditional Payments Agreement") between the IDB and Nissan (the "Conditional Payments");

WHEREAS, the Original Bonds have also heretofore been secured by an Irrevocable Letter of Credit (the "Letter of Credit") issued by Fifth Third Bank (the "LOC Bank") in favor of the Trustee issued pursuant to a Reimbursement Agreement dated as of December 1, 2005 (as from time to time amended, the "Reimbursement Agreement") between the IDB and the LOC Bank; and

WHEREAS, the Reimbursement Agreement obligates the IDB to reimburse the LOC Bank for any draws made by the Trustee on the Letter of Credit; and

WHEREAS, the IDB and Fifth Third Securities, as Remarketing Agent, have entered into a Remarketing Agreement dated as of December 1, 2005 (the “Remarketing Agreement”) relating to the Bonds; and

WHEREAS, to enhance the marketability of the Original Bonds and to induce the LOC Bank to issue the Letter of Credit, the City and the IDB previously entered into a Revolving Loan Agreement dated as of December 21, 2005, as amended by the Amendment to Revolving Loan Agreement dated as of January [], 2012 (collectively, the “Original Revolving Loan Agreement”) pursuant to which the City agreed to loan funds to the IDB to be used to make payments due under the Reimbursement Agreement and the Remarketing Agreement in the event that other revenues pledged for the payment therefor were insufficient; and

WHEREAS, on even date herewith, the IDB will enter into that certain Loan Agreement (the “BB&T Loan Agreement”) with Branch Banking and Trust Company (“BB&T”), pursuant to which BB&T will purchase the IDB’s Tax Increment Revenue Refunding Bond, Series 2015 in the original aggregate principal amount of \$[] (the “Refunding Bond”), the proceeds of the sale of which will be applied by the IDB to the payment in full of the Original Bonds or the reimbursement of the LOC Bank for a draw made by the Trustee under the Letter of Credit for such payment; and

WHEREAS, the obligations of Nissan under the Conditional Payments Agreement have expired and, therefore, no Conditional Payments will be due or owing from Nissan; and

WHEREAS, as a condition to BB&T’s obligations under the BB&T Loan Agreement, the IDB and BB&T will, on the date hereof, enter into that certain Assignment of Special Revenues (the “Revenues Assignment”) pursuant to which the IDB will assign the TIF Revenues, the Nissan PILOT Payments and the Other PILOT Payments (collectively, the “Special Revenue Sources”) to the Purchaser to secure obligations of the IDB under the Refunding Bond; and

WHEREAS, pursuant to the Revenues Assignment, the Purchaser will hold funds received from the Special Revenue Sources in the “IDB Deposit Account” created thereunder and apply amounts so deposited to payments of principal (including redemption) and interest on the Refunding Bond in accordance with the terms of the Loan Agreement and the Refunding Bond; and

WHEREAS, as a condition to the Purchaser’s purchase of the Refunding Bond, the Purchaser has required that the Original Revolving Loan Agreement be amended as set forth herein.

NOW, THEREFORE, in consideration of the premises, the parties hereby agree that the Original Revolving Loan Agreement is amended as follows:

1. Section 1 of the Revolving Loan Agreement is hereby amended by deleting said section in its entirety and substituting the following therefor:

“1. Loans. If at any time the amount on deposit in the IDB Deposit Account (the “IDB Account”) established under that certain Assignment of Special Revenues from

the IDB to Branch Banking and Trust Company ("BB&T"), dated as of April 1, 2015, is insufficient to make any payments then due under that certain Loan Agreement, dated as of April 1, 2015 between BB&T and the IDB or under the Bond issued to BB&T thereunder, then the City shall, in each instance within _____ (____) days after receipt of written notice from the Purchaser, deposit funds in the IDB Deposit Account in an amount sufficient to cure any such deficiency. Each such deposit is herein referred to as a "Loan".

2. The phrase "December 31, 2015" in Section 7 of the Agreement is hereby amended to read "December 31, 201[]".

3. The number "\$5,000,000" in Section 7 of the Agreement is hereby amended to read "\$[]".

4. Except as hereby amended, the Agreement shall remain in full force and effect.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first above written.

BOARD OF MAYOR AND ALDERMEN OF THE
CITY OF FRANKLIN, TENNESSEE

By: _____
Title: Mayor

THE INDUSTRIAL DEVELOPMENT BOARD OF
CITY OF FRANKLIN

By: _____
Title: Chairman

RESOLUTION
OF
THE BOARD OF MAYOR AND ALDERMEN
OF THE CITY OF FRANKLIN, TENNESSEE
APPROVING AN AMENDMENT TO REVOLVING LOAN AGREEMENT

WHEREAS, The Industrial Development Board of the City of Franklin (the “IDB”) has, pursuant to an Indenture of Trust dated as of December 1, 2005 (the “Indenture”) between the IDB and The Bank of New York Trust Company, N.A., as Trustee (the “Trustee”), issued its Adjustable Rate Taxable Tax Increment Bonds, Series 2005 (the “Original Bonds”); and

WHEREAS, the Original Bonds have also heretofore been secured by an Irrevocable Letter of Credit (the “Letter of Credit”) issued by Fifth Third Bank (the “LOC Bank”) in favor of the Trustee issued pursuant to a Reimbursement Agreement dated as of December 1, 2005 (as from time to time amended, the “Reimbursement Agreement”) between the IDB and the LOC Bank; and

WHEREAS, the IDB and Fifth Third Securities, as Remarketing Agent, have entered into a Remarketing Agreement dated as of December 1, 2005 (the “Remarketing Agreement”) relating to the Original Bonds; and

WHEREAS, the Reimbursement Agreement obligates the IDB to reimburse the LOC Bank for any draws made by the Trustee on the Letter of Credit; and

WHEREAS, to enhance the marketability of the Bonds and to induce the LOC Bank to issue the Letter of Credit, the City of Franklin, Tennessee (the “City”) and the IDB previously entered into a Revolving Loan Agreement dated as of December 21, 2005 (the “Original Revolving Loan Agreement”) pursuant to which the City agreed to loan funds to the IDB which can be used to make payments due under the Reimbursement Agreement and the Remarketing Agreement in the event that other revenues pledged for the payment therefor are insufficient; and

WHEREAS, the IDB proposes to enter into a Loan Agreement (the “BB&T Loan Agreement”) with Branch Banking and Trust Company (“BB&T”), pursuant to which BB&T will purchase the IDB’s Tax Increment Revenue Refunding Bond, Series 2015 in the original aggregate principal amount of \$[_____] (the “Refunding Bond”), the proceeds of the sale of which will be applied by the IDB to the payment in full of the Original Bonds or the reimbursement of the LOC Bank for a draw made by the Trustee under the Letter of Credit for such payment; and

WHEREAS, the obligations of BB&T under the BB&T Loan Agreement are conditioned upon the IDB and the City agreeing to certain amendments to the Original Revolving Loan Agreement; and

WHEREAS, there has been presented to this meeting the form of **[Second]** Amendment to Revolving Loan Agreement (the “Amendment”) by and between the IDB and the City; and

WHEREAS, it appears that the foregoing instrument now before this meeting is in appropriate form and is an appropriate instrument to be executed and delivered by the City for the purposes intended.

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

RESOLVED, that the form, terms and provisions of the Amendment which is before this meeting be and they are hereby approved, and the Mayor or the City Administrator be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Amendment in the name and on behalf of the City; that such document is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall be approved by the Mayor or the City Administrator of the City executing the same, his execution thereof to constitute conclusive evidence of his approval of any and all changes or revisions therein from the form of such document now before this meeting; and that from and after the execution and delivery of such document, the officers of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such document as executed.

13895655.1

RESOLUTION 2015-06
A RESOLUTION TO AFFIRM COMPLIANCE WITH
FEDERAL TITLE VI REGULATIONS

WHEREAS, both Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 provide that 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; and

WHEREAS, the Tennessee Attorney General opined in Opinion No. 92.47 that state and local governments are required to comply with Title VI of the Civil Rights Act in administering federally funded programs; and

WHEREAS, the City of Franklin receives federal funds for various projects through several state agencies such as the Tennessee Department of Transportation (TDOT) the Tennessee Department of Environment and Conservation (TDEC) and others, as well as some federal agencies directly; and

WHEREAS, by virtue receiving the federal funds through the state agencies, the Board of Mayor and Aldermen need to confirm that the City is in compliance with the regulations of Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987.

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

SECTION 1. The Board of Mayor and Aldermen of the City of Franklin declares that the City is in compliance with the federal Title VI regulations.

SECTION 2. Any state agency providing pass through federal funds to the City, or any federal agency providing funds directly to the City may from time to time monitor the City's compliance with federal Title VI regulations.

SECTION 3. This Resolution shall take effect upon adoption, the public welfare requiring it.

Adopted this 10th day of February, 2015.

ATTEST:

CITY OF FRANKLIN, TENNESSEE

By: _____
ERIC S. STUCKEY
City Recorder

By: _____
DR. KEN MOORE
Mayor