



Meeting Agenda

Work Session

Tuesday, May 10, 2022

5:30 PM

Board Room

CALL TO ORDER

CITIZEN COMMENTS

Comments on agenda items may be made in person at City Hall or by emailing recorder@franklintn.gov before noon on the day of the meeting. Comments will be submitted for the record.

WORK SESSION DISCUSSION ITEMS

1. Housing Commission Report.

Sponsors: Tom Marsh, Kathleen Sauseda

2. Discussion Of Giving Machine Request.

Sponsors: Mayor Ken Moore

3. Consideration Of Resolution 2022-29, A Resolution Declaring That The City Will Adopt The Third Year Annual Action Plan For Community Development Block Grant Funding For The City Of Franklin, Tennessee.

Sponsors: Tom Marsh, Kathleen Sauseda

4. Consideration Of Amendment 1 To COF Contract No. 2019-0258, A Cooperation Agreement Between The City Of Franklin And Franklin Housing Authority For An Amendment That Will Add An Additional Low Income Housing Tax Credit Development.

Sponsors: Tom Marsh, Kathleen Sauseda

5. Consideration Of Resolution 2022-25, A Resolution To Adopt The Historic District Design Guidelines Update.
H2C 4/11/22, 6-0

Sponsors: Emily Wright, Kelly Dannenfelser, Amanda Rose

6. Consideration Of COF Contract No. 2021-0219, Professional Service Agreement With Barge Designs, An Update To The Parks Master Plan.

Sponsors: Lisa Clayton

7. *Consideration Of Procurement Award To Landscape Services, Inc. (LSI) Of Nashville, Tennessee In The Total Estimated Annual Amount Of \$403,200 For Mowing And Related Contract Services For Certain City Parks And Certain Other City-Owned Properties For A Term Of Award For The Parks Department (Purchasing Office Procurement Solicitation No. 2022-015; \$247,140 Budgeted In 110-82654-44700 For Fiscal Year 2022; Contract No. 2022-0115).

Sponsors: Lisa Clayton

8. Discussion On The Merits Of Drafting An Ordinance Amendment, That Under Certain Circumstances Authorizes The Franklin Board Of Mayor And Aldermen To Require A Developer To Acquire Construction And Slope Easements In Lieu of Acquiring Required Right-of-Way Provided the Appraised Monetary Difference Of Aquiring the Right-Of-Way Is Paid To the City.

Sponsors: Eric Stuckey, Vernon Gerth, Paul Holzen

9. Discussion Regarding Ward Boundary Updates.
WS 12/14/21

Sponsors: Eric Stuckey

OTHER BUSINESS

ADJOURN

Anyone needing accommodations due to disabilities please contact the ADA Coordinator at 615-791-3277 at least 24 hours prior to the meeting.



File #: 21-03088

DATE: April 20, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Tom Marsh, Director of BNS
Kathleen Sauseda, Housing Development Coordinator

SUBJECT:

Housing Commission Report.

PURPOSE:

The purpose of this item is to provide an update to the Board of Mayor and Aldermen on activities of the Housing Commission.

BACKGROUND/STAFF COMMENTS:

Chair of the Housing Commission, John Besser, and Housing Development Coordinator, Kathleen Sauseda, will provide an update on Housing Commission activities.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the Housing Commission presentation.

City of Franklin Annual Report to the Board of Mayor and Aldermen

Housing Commission

May 10, 2022

John Besser, Chair
Pam Lewis, Vice Chair
Alma Mclemore
Derwin Jackson
Elizabeth Wanczak
Jeffrey Caruth
Jimmy Franks
Joey Czarneski
Kim Randell
Mary Ann Dotson

MaryAnn Garner
Lorie Layman
Nancy Conway
Paul Lebovitz
Ron Crutcher
Stefanie Bishop
Wayne Weaver

MEMBERS

MEETINGS

First (1st) Thursday
of each month.
Only required six (6)
times each year.

CURRENT

The past 18 months we have not been very active due to the pandemic. At the moment, we are reviewing our membership and planning to focusing on more education and collaborative work relating to work force housing. We are planning to offer presentations to the WCAR, as well as, the Chamber of Commerce. Additionally, we would like to invite developers to share what it will take to offer the blended options of housing to our residents.

OUTLOOK

The Housing Commission is focusing more on the workforce housing element. We are striving to educate the public about housing options so Franklin may continue to be the vibrant community it is today. The key is to provide opportunities for all the employees, executives and business owners to live close to work and be a part of the many community activities that make Franklin the wonderful city it is.



Questions?

GIVING MACHINES

www.givingmachinesnashville.org

Franklin Board of Mayor and Aldermen
City Hall
#109 3rd Avenue South
Franklin, TN 37064

Dear Mayor Moore and Franklin Board of Aldermen,

We are reaching out to invite Franklin, TN to host the amazing Giving Machines during the 2022 holiday season. We are considering possible venues within community gathering places with high foot traffic during the holiday season and we believe the City of Franklin would be the perfect location.

In 2017 the Giving Machines were born from an idea: how can we make it easy for people to perform an instant act of service? Imagine swiping your credit card at a vending machine but instead of buying a candy bar for yourself, you're buying a goat for a family in a developing country. Or a polio vaccine. Or a pair of shoes, or 100 meals for your local food bank. The Giving Machines provide a way for people to quickly and easily help those in need, making the Christmas season a little more meaningful for themselves and countless others. Since the launch of the Giving Machines in 2017, hundreds of thousands of people have chosen to help and have donated more than \$15 million to local and global charities around the world.

The machines were in 10 locations last year and for the first time they came to the south. They were located in:

- Denver, CO
- Gilbert, AZ
- Honolulu, HI
- Kansas City, MO
- Las Vegas, NV
- Nashville, TN
- New York City, NY
- Oakland, CA
- Orem, UT
- Salt Lake City, UT

For the 2021 initiative, Bridgestone Arena invited the Giving Machines to be placed on the plaza in front of their arena. It was a wonderful location and raised \$210,000 through the six-week campaign. Within each vending machine there were five local charities as well as two global charities. Cards were created that had their greatest needs represented. People walked up to the machines and purchased the items on the cards. 100% of the money raised for the local charities stayed right here in Tennessee. The 5 charities from last year were:

One Generation Away (chosen by First Lady Maria Lee)
The Elmahaba Center (chosen by Bridgestone)
N.I.C.E. (selected by the Giving Machine committee)
ABLEyouth (selected by the Giving Machine committee)
Sleep in Heavenly Peace (selected by the Giving Machine committee)

New charity partners will be selected for the 2022 campaign. If Franklin hosts the machines, we welcome your suggestions for charity partners that will be in the machines. On our website, non-profit organizations can apply to be considered to participate. A few of the organizations, found in Franklin, that could potentially be in the machines are: Graceworks Ministries, Saddle Up, Angel Heart Farms, Bridges Domestic Violence Center, Williamson County Foster and Adoption Care, and Love on Wheels.

The address for the location of the machines that we are requesting is along the brick wall outside of F&M Bank and Public Square. This seems to be a perfect location that will have a lot of foot traffic but also enough room for people to stop by and see what the machines are all about. There are a few things to consider but plenty of time to make accommodations.

- Electrical outlet access (each U.S. machine is 24 Vac, 60 Hz, 3.2 Amps)
- Space for 3 Giving Machines total space – 12 ft x 4 ft (3.65 m x 1.22 m)
- Hard-wired internet access (ethernet jack), where available, this helps transactions process more quickly and reliably (we would be happy to pay for any cost associated with making this work)

We would very much like to discuss the opportunity for the City of Franklin to host the 2022 Giving Machines. We would be happy to meet in person to answer questions and concerns you might have. We also have a video presentation we would be thrilled to share.

Thank you for your consideration. We look forward to talking with you.

Sincerely,

Carla Parker & Sarah Critchlow

Giving Machines Representatives
Nashville & Franklin Stake Communication Directors

The Church of Jesus Christ of Latter-day Saints
carlaparker@justserve.org
sarahcritch@comcast.net
(615) 750-2547, (615) 364-6866

Ever
purchase a
chicken from
a vending machine?



#GivingMachines makes it easy for you to donate to charitable causes, like buying chickens for families in developing countries.

100% of donations made at the Giving Machines are donated to nonprofits. Located at Bridgestone Arena Plaza from 11/18 - 1/1/22.



GivingMachinesNashville.org



Giving Machines NASHVILLE

You are cordially invited to the
Unwrapping Celebration

For the first time ever, Giving Machines are coming to Nashville! These vending machines sell goats, meals, bunk beds and more for those in need. 100% of proceeds are donated to local and global charities. Over \$9 million dollars raised since 2017 by these one-of-a-kind machines.

NOVEMBER 18, 2021 @ 11 AM

**BRIDGESTONE ARENA PLAZA
501 BROADWAY**

RSVP to Holly at holly.walker@justserve.org.

GivingMachinesNashville.org





File #: 21-03130

DATE: April 13, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Tom Marsh, Director of BNS
Kathleen Sauseda, Housing Development Coordinator

SUBJECT:

Consideration Of Resolution 2022-29, A Resolution Declaring That The City Will Adopt The Third Year Annual Action Plan For Community Development Block Grant Funding For The City Of Franklin, Tennessee.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the adoption of the third year Annual Action Plan for the Community Development Block Grant funding for the City of Franklin.

BACKGROUND/STAFF COMMENTS:

The Annual Action Plan reflects how the City projects to disperse Community Development Block Grant (CDBG) funds for the program year 2022-2023. The City has not yet received notice from the Department of Housing and Urban Development (HUD) of the amount of the grant for the year, but for planning purposes it is anticipated to be approximately \$375,000. This plan reflects the projects that were identified in the five-year 2020-2025 Consolidated Plan that was approved by the BOMA in May of 2020. Specific categories of expenditures are:

Community Based Development Organization (CBDO) - \$50,000
Public Facilities - \$200,000
Repair/Rehab - \$50,000
Admin (always 20%) - \$75,000.

The 2020-2025 Consolidated Plan was accepted and approved by the Department of Housing and Urban Development in August of 2020.

FINANCIAL IMPACT:

The funding for this grant comes from the Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) allocation.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2022-29.

RESOLUTION 2022-29

A RESOLUTION ADOPTING THE THIRD YEAR ANNUAL ACTION PLAN FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING FOR THE CITY OF FRANKLIN, TENNESSEE.

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

WHEREAS, the Annual Action Plan reflects the conditions under which the City has met the requirements of the plan and reflects how the City shall disburse the Community Development Block Grant funds for the fiscal year 2022-2023. The City received a letter from Principal Deputy Assistant Secretary James Jemison, II informing us that the City has been allocated approximately \$375,000.00 for Fiscal Year 2022; and

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

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

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

Section 1. The 2022-2023 Annual Action Plan, attached as Exhibit A hereto, is adopted.

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

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

Adopted this ____ day of _____, 2022

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

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

BY: _____
Dr. Ken Moore, Mayor

APPROVED AS TO FORM:

BY: _____
William E. Squires, Assistant City Attorney

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City continued to have challenges meeting our goals from our 2020 Five Year Consolidated Plan, due to the fact that in February 2022, Williamson County, which includes the City of Franklin, still has the sixth highest number of positive coronavirus cases in Tennessee. However, we continue to engage our non-profits to ensure we move forward with our plan.

Our Five-Year Consolidated Plan serves as the outline for the City of Franklin's Community Development Block Grant (CDBG) Program; the 2020-2025 plan has been approved by the Department of Housing & Urban Development. The City anticipates receiving approximately Three-Hundred Fifty and 00/100 Dollars. (\$350,000.00)

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City continues to create strategies to meet the need for affordable housing within the City. As outlined in our Consolidated Plan:

Public outreach and education relating to fair housing

Public improvement in our most challenged neighborhoods

Emergency rehabilitation of existing dwellings

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The COVID crisis has slowed progress within the City of Franklin; however, we did receive and allocate CARES Funds throughout our community. This included outreach to various non-profits to insure children and those adults with special needs were supported.

The City has moved forward with support of our PHA on an as needed basis and the Board of Mayor and Aldermen have approved the "Hill Property" for development of affordable housing. This development will take several years, as it is raw land, but it is a step forward.

Hill Property

H:\Hill Property\RFP for the Hill Property 12-02-21_Law Approved.pdf

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The City reaches out via our local newspaper and on our Social Media page. Additionally, the Housing Commission is an open meeting where discussion of the CDBG allocations are discussed.

Housing Commission Agenda

Thursday March 3, 2022

8:00 a.m. to 9:00 a.m.

BNS Conference Room

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	FRANKLIN	Building and Neighborhood Services

Table 1 – Responsible Agencies

Narrative (optional)

The City of Franklin has a dedicated staff person who is solely responsible for preparing the Consolidate Plan, the Annual Action Plan, and the Consolidated Annual Performance Evaluation Report. This staff person is also accountable for the administration of the CDBG funds and disbursement. Currently, the City only receives CDBG funding.

The City of Franklin is governed by a Board of Mayor and Aldermen. Registered voters in the City elect the aldermen/alderwomen to serve staggered four-year terms of office. Staggered terms provide continuity of policy and direction. The Board of Mayor and Aldermen meet twice a month to conduct City business. Meetings are held on the second and fourth Tuesday at 7:00 p.m. in City Hall.

Consolidated Plan Public Contact Information

Hard copies of the City's Consolidated Plan are available in the Building & Neighborhood Services Department, our local library and online under the Property Maintenance and Housing Tab. Staff contact is also available online.

Kathleen L. Sauseda, Housing Development Coordinator

Building & Neighborhood Services

kathleens@franklintn.gov

615-550-6608

DRAFT

Annual Action Plan
2023

4

AP-10 Consultation – 91.100, 91.200(b), 91.215(I)

1. Introduction

This year's Annual Action Plan for the City of Franklin has been prepared by the Building & Neighborhood Department staff. The plan is a reflection of a comprehensive planning process which included both formal and informal consultations with both public and non-profit organizations. Many of the organizations that provide input for our plan are long-time City partners.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(I))

The City encourages public input through public meetings, public notification on our website and with input from the Mayor appointed Housing Commission members. The City has an active communications team that utilizes various social media outlets to keep our community engaged and informed. Additionally, the Housing Commission interacts with the community through activities and outreach. The Annual Action Plan is brought before the Board of Mayor and Aldermen for questions and approval.

The Continuum of Care, Central TN 503 is a member of Coordinated Entry which is a nationally recognized best practice for homeless housing and services that has been adopted by HUD and is required by the Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act as well as 24 CFR 578.7(a)(8) and HUD Notice CPD-17-01. The City does not receive any direct funding for ESG or Homeless assistance; however, they coordinate with the agencies that are recognized by HUD.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Continuum of Care for the City of Franklin is Central TN 503 CoC. This program's website is: <http://www.centraltn503.org/help/>. One of their mission's is to identify people experiencing homelessness and facilitate a rapid and permanent resolution to their housing crisis. The City of Franklin is actively involved in Central TN and communicates with staff members and other nonprofits that assist within our community.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City is an active member of our Continuum of Care that serves our area, they are the decision-making body. Neither the City nor Central TN receive any direct ESG funds.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

DRAFT

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Franklin Housing Authority
	Agency/Group/Organization Type	Housing PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs Homeless Needs - Families with children Main Stream
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City has an ongoing relationship with FHA, including phone conversations and, currently, zoom meetings when necessary. FHA also holds a seat on the City's Housing Commission.

Identify any Agency Types not consulted and provide rationale for not consulting

All relevant agencies are consulted or contacted.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Central Tennessee 503	

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

Central Tennessee 503 provides a centralized access line to help those experiencing homelessness or a housing crisis access resources. A coordinated entry system is defined as a coordinated process designed to coordinate program participant intake, assessment, and provision of referrals, which includes the City of Franklin, TN.

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AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

This plan is the result of a comprehensive planning outreach that included both formal and informal consultations with both the public and private sector. Many of the people participating are long time partners of the City, including subrecipient's the CDBG funds.

We included information for the homeless narratives from both our Public Housing Authority and our Homeless Coalition that, in addition to the City of Franklin, includes several surrounding cities and counties.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Minorities Persons with disabilities Residents of Public and Assisted Housing		None	None	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Public Meeting	Minorities Persons with disabilities Residents of Public and Assisted Housing				

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

At this time the City of Franklin only receives funding through its affiliation as a CDBG entitlement community.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	350,000	0	0	350,000	0	The majority of CDBG funds the City receives is allocated for our low to moderate income residents.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The funding received through the Community Development Block Grant is the primary resource that supports the objectives the City has identified within this plan.

The projects that move through the City of Franklin using CDBG funding include private sector low interest loans, equity investments from the non-profit and zero interest lines of credit made available to our non-profit. Additionally, there is a lot of in-kind donations, as well as, local participation. The City does not receive any additional local or state funds; however, the private sector continues to support affordable housing in Franklin.

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If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The volunteer Housing Commission continues to search for buildable lots that may be obtained or repurposed for the construction of new affordable homes. In partnership the City awards CBDO funds to our local non-profits to assist with the construction of new, deed restricted homes within the City of Franklin. We are currently working with the school district to see if we may purchase an upcoming vacant lot.

Discussion

The City will continue to do outreach and search for new opportunities to further affordable housing in the City of Franklin.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	New Affordable Housing Opportunities	2020	2025	Affordable Housing	City of Franklin Priority Area Hard Bargain Neighborhood and Natchez Street	Housing Affordability		

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	New Affordable Housing Opportunities
	Goal Description	The City of Franklin is moving forward with creating affordable dwelling units in the City of Franklin. These units will be developed to include a mix of owner-occupied, deed restricted dwelling units for those whose income is below eighty percent (80%) of the median household income level within the Greater Nashville, Davidson, Murfreesboro and Franklin Metropolitan Statistical Area (MSA). This table is published annually by the Department of Housing & Urban Development.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City continues to have a need for affordable housing units; this is a priority for the community. The Board of Mayor and Aldermen encourages and support the production of affordable housing throughout all geographical and economic neighborhoods. Franklin will continue to put the majority of their CDBG funds into the construction of new, deed restricted, affordable homes and to preserve existing affordable homes especially in our low to moderate income neighborhoods. The City's growth has created the loss of many affordable homes and the potential for further loss is continuing as our population is increasing.

The City of Franklin is taking steps towards the development of affordable housing at the long vacant Hill Property near downtown. Public discussion over the property peaked in 2018, when citizens attended an open house and supported workforce housing on the 4-acre lot.

Projects

#	Project Name

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Allocation priorities were set after reviewing the needs identified in the Consolidated Plan, outcomes from activities funded that have been successful in the past; as well as, input from the stakeholders.

The complications and social distancing from COVID-19 have significantly delayed progress. Most of our emergency repair assistance goes to our low to moderate income population and there have been genuine concerns over people coming into their homes.

A new 100-unit residential development has been proposed by the Franklin Housing Authority to be built on the west side of the city near Jim Warren Park.

Cherokee Place, an affordable housing complex to be located along Cherokee Place and Shawnee Drive, will feature multiple multifamily buildings and townhouses with units ranging from one to five bedrooms, according to proposed plans from the FHA. The project was presented in a neighborhood

meeting hosted by the FHA on Aug. 5.

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AP-38 Project Summary
Project Summary Information

DRAFT

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Although Community Development Block Group regulations allow grantees to target specific areas, the City of Franklin makes an effort to spread the funding in areas that are home to low to moderate income residents. This has been the City's policy since becoming a CDBG entitlement in the year 2007. This area includes the Hard Bargain, Natchez Street, Cadet and Hill Estate neighborhoods. However, the city continues to strive to make affordable housing available to all areas within the city.

Geographic Distribution

Target Area	Percentage of Funds
City of Franklin Priority Area	65
Hard Bargain Neighborhood and Natchez Street	35

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The Hard Bargain Neighborhood and Natchez Street Neighborhoods have received many grants in the past years. At this time, they are both close to being balanced, between the rehabilitation of current homes and infill development of any available lots. The city continues to search for vacant lots throughout the city that may be viable for an infill development.

Discussion

Where there are opportunities to develop homes in concentrated areas, the city will review those with much greater scrutiny to ensure that funds and other assistance are leveraged and maximized to the fullest extent.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City continues to use the CDBG funds received to either assist our low- and moderate-income residents with emergency repair or to assist with the building of new, affordable homes for low to moderate income residents. These homes are deed restricted.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	2
Rehab of Existing Units	2
Acquisition of Existing Units	0
Total	4

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The City of Franklin recognizes the need for affordable housing and wants to either facilitate or directly assist everyone who has a need. However, our allocation is limited and due to the Franklin housing market, the average price of a home is \$880,000.00. We strive to work with our partner organizations who specialize in this effort. Our annual action plans will continue to reduce blight and provide safe, livable neighborhoods while supporting our housing partners to assist the homeless and create new affordable housing.

AP-60 Public Housing – 91.220(h)

Introduction

The City continues to work in partnership and supports the Franklin Housing Authority as they assist low-income families by providing safe, decent, affordable housing and self-sufficiency opportunities. Additionally, Franklin Housing Authority provides affordable housing to families and individuals that are burdened with low to moderate incomes.

The Franklin Housing Authority has been providing affordable housing to families and individuals in the city of Franklin, TN in Williamson County, since 1953. FHA serves 318 families through Public Housing, Affordable Housing and subsidized and low-income housing tax credit units.

At this time 685 residents are housed with Franklin Housing Authority, 148 are seniors, 537 are non-elderly. This includes 265 adults and 272 minors.

Actions planned during the next year to address the needs to public housing

The City of Franklin is very active in their partnership with our PHA, Franklin Housing Authority. One of the current developments includes a 5.6-acre development that currently has 38 units and with redevelopment will be home to 82 multi-family units and 27 single family and twin units.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Franklin Housing Authority offers The Public Housing Family Self-Sufficiency Program (PH-FSS) which is promoted by the US Department of Housing & Urban Development (HUD). This program is designed to help families living in public housing developments create plans to move toward independence, which may reduce or eliminate their need for public assistance.

The program, which can take up to 5 years to complete, offers families the chance to control their own success by planning work and life goals of their choosing, becoming networked to services for the whole family and giving valuable input into the program itself through participation on an FSS committee. It also allows them to create savings that will become theirs when they complete the program.

Once selected, the head of family completes an individual plan (ITSP) and signs a Contract of

Participation. Progress is supported and monitored by confidential case management services.

The residents of FHA consider this to be more than just a place to live... it's a community where neighbors care about neighbors. FHA provides a full complement of services to assist our residents in positioning themselves for independent living. Through the Resident's Association, each and every member of the community has a voice for improving the quality of life and services offered.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Our PHA is sound.

Discussion

The City has an Ordinance in place for Providing A Policy For The Reimbursement Of Road Impact And Parkland Impact Fees Paid By The Franklin Housing Authority (FHA) And The Offset Of Future Road Impact And Parkland Impact Fees For The Construction Of Housing For Low Income Families By The Franklin Housing Authority. This waiver is in addition to the other fees waived by the City for non-profits and for profits that are constructing affordable housing.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City actively works with the various non-profits within the city limits regarding homelessness. Indications are there may be homeless people within the city; however, they are not visible, so we must seek them out to offer assistance. Much of the funding for homeless comes into other non-profits that are independently receiving federal funding, including:

Franklin Community Development, Homeless No More Alliance, Franklin Housing Authority and Central TN 503 Continuum of Care

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Franklin is home to a men's group home that is administered by local non-profits; this home can house up to 8 men. Behind the home are three additional units, two one-bedroom units and one two-bedroom unit. These units are currently rented based on the individual's or family income. A group of Williamson County leaders from various sectors have banded together to form an alliance to generate awareness about the issue of homelessness in Williamson County.

The City has two major non-profits that have developed to establish permanent programs to address homelessness; they have been very successful this year.

Addressing the emergency shelter and transitional housing needs of homeless persons

Homeless services in the City of Franklin are provided primarily by independent agencies and organizations. The City is supportive of both Bridges of Williamson County and Community Housing Partnership of Williamson County, both of these agencies serve transitional homeless.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that

individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Franklin Community Development is committed to teaching and training people with basic principles and skills to help them obtain and keep a livable wage job. Their main avenue of doing this is through the internationally recognized program called **Jobs for Life** (www.jobsforlife.org).

Furthermore, they are trying to begin an entrepreneurship program and offer micro-loans for people wishing to start their own business, enroll in college, or attend a vocational school. The ultimate goal is to return to those in need the dignity that comes from self-sustainability.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City is supportive of Bridges Domestic Violence Center which serves women, men, and their children affected by domestic violence, ensuring a safe transition to successful independent living through education, intervention, and case management. Through Bridges there is an additional program that has single family homes that are available for transitional housing for those moving from shelters.

The City also supported the The Oak Cottage for Women. This cottage provides a safe residential home to formerly incarcerated women to re-enter society as a productive citizen.

Graceworks which offers support and referral services to families and individuals who have found themselves without permanent shelter.

Community Housing Partnership is also available to assist with homeless in both the City of Franklin; they are part of the Continuum of Care.

Discussion

The City of Franklin continues to address homelessness striving to support HUD's initiative to end

homelessness. Participating in the alliance to address homelessness is a first step.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

In addition to the development costs in the City of Franklin the unpredictability of labor and materials are presenting challenges to creating and maintaining affordable housing in the City of Franklin. Additionally, the new educational impact fee to each new home built in Williamson County has made it extremely difficult to build new affordable homes. Raw land is becoming very hard to find, and, undeveloped property in the City's core is scarce and conditions in some neighborhoods discourage redevelopment. The City's Housing Commission and staff continue to search out available vacant land that may be feasible for the construction of a new, affordable homes.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City of Franklin has, and continues to be, actively involved in issues concerning the housing market especially relating to current and new affordable housing. The adoption of regulations, building codes, and ordinances has shaped the growth of neighborhoods, as well as, encouraging the preservation of our established neighborhoods. Franklin continues to explore methods that will reduce the barriers to quality, affordable and deed restricted homes.

- Sec. 21-101. - Purpose. The city recognizes that the marketplace is the primary supplier of adequate housing for those in the upper economic groups, but that the combination of appropriately zoned land, regulatory incentives, and innovative planning techniques will be necessary to make adequate provisions for the needs of families whose incomes are at or below moderate-income levels as published annually by the Secretary of the U.S. Department of Housing and Urban Development (HUD). The purpose of this title is to state and implement the policies and procedures contained in the city's consolidated plan and other initiatives that encourage the production and maintenance of affordable, workforce, and moderately-priced housing throughout all geographic and economic segments of the community, and that provide a mixture of housing types to discourage the development of economic enclaves.(Ord. No. 2008-

22, § I, 5-13-2008)

Discussion:

The City continues to support the construction of affordable housing within the City limits. We also understand the need for continued outreach to both for-profit and non-profit developers.

AP-85 Other Actions – 91.220(k)

Introduction:

The City of Franklin is committed to addressing the needs identified in the Consolidated Plan: especially affordable housing, community development through rehabilitation and public works/facilities. For this program year, the City of Franklin will use available Community Development Block Grant funds to focus on affordable housing and addressing public facilities issues as needed especially related to affordable housing. We will continue to partner with non-profits in the caring of our low to moderate income families, and continue our ongoing effort to build relations within the community that can lead to bringing non-federal resources to the table to help address underserved needs to our City.

Actions planned to address obstacles to meeting underserved needs

The City continues to explore a variety of strategies to address the needs of the community, including conversations with various stakeholders in the community. Our Housing Commission continues to be active in support of issues that impact our community, especially in the area of housing. Our focus remains on the preservation of affordable housing in Franklin, as well as, efforts to increase the quality of life for our LMI residents through safe and affordable homes.

Actions planned to foster and maintain affordable housing

City staff in charge of the CDBG program works very closely with our Property Maintenance and other environmental code enforcement actions to improve the quality of life in all city neighborhoods. This is especially important in our efforts of maintaining homes in affordable neighborhoods. We will continue to work with our non-profit partners to seek new funding opportunities along with existing sources to assist in rehabilitation of homes and encourage construction of new affordable houses in older neighborhoods

The City is working with Community Housing Partnership toward efforts to develop 14 acres of land that may become homes for at least 42 families in the future. The subdivision will feature ten single-family homes and eight of what is called the "Big House" concept. The main structure looks like a beautiful house on the outside but inside will be condominium units. This is still a work in progress.

Actions planned to reduce lead-based paint hazards

The City continues to practice lead-safe practices with any subrecipients that are receiving CDBG funds.

According to the State of Tennessee Department of Health <https://www.tn.gov/health/search-results.html?q=lead+based+paint+issues+in+franklin+tn> there have been no incidents with lead-based

paint. The City publicly posts the State of Tennessee information that relates to lead-safety in TN. <https://www.tn.gov/environment/toxic-substances-program/lead-hazard-program/lead-compliance.html>

Actions planned to reduce the number of poverty-level families

Currently the City of Franklin allocates all of the CDBG funds received to assist our low to moderate income families and persons that may have a need. The City, in conjunction with other public agencies and private organizations, will seek to provide very low- and low-income households with various opportunities to gain the knowledge, skills and motivation to become fully self-sufficient.

Actions planned to develop institutional structure

The City understand that institutional structure is the ability to work with local agencies, community groups and non-profits to continually improve our outreach. Additionally, we will encourage coordination among the various agencies to strengthen our development. We recognize that our citizens are vital partners in the housing community development delivery system.

Actions planned to enhance coordination between public and private housing and social service agencies

The City of Franklin continues to be active in advocating with local agencies, community groups and non-profits regarding the greater need for affordable housing and how housing impacts the community. Additionally, we will encourage coordination among the various agencies to strengthen our development.

Discussion:

Overall, the City continues to advocate using their CDBG funds toward housing that will focus on affordable. This option provides opportunities for Franklin to offer inclusionary housing so people may enjoy the benefits of living and working in their own community.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City of Franklin generally reallocates all funds received from the CDBG program in the same year they are received; this has been a challenge due to the COVID breakout.

The City does not have a Section 108 loan, nor does it have float-funded activities or funds from urban renewal settlements.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

The three years used to determine the minimum benefit are 2018, 2019 and 2020.



File #: 21-03084

DATE: April 12, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Tom Marsh, Director of BNS
Kathleen Sauseda, Housing Development Coordinator

SUBJECT:

Consideration Of Amendment 1 To COF Contract No. 2019-0258, A Cooperation Agreement Between The City Of Franklin And Franklin Housing Authority For An Amendment That Will Add An Additional Low Income Housing Tax Credit Development.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning COF contract NO. 2019-0258 with Franklin Housing Authority. This amendment will add an additional low income housing tax credit development to be known as Cherokee Place into the original agreement which is dated January 1, 2019.

BACKGROUND/STAFF COMMENTS:

The Local Authority (Franklin Housing Authority) and the Municipality wish to consolidate these agreements for ease of administration, resulting in one agreement governing all Local Authority public and subsidized housing sites and one agreement governing all Local Low Income Housing Tax Credits (LIHTC) Projects. The Board of Mayor and Aldermen previously entered into Cooperation Agreements governing payments in lieu of taxes and services provided in consideration thereof, for both public housing and low income housing tax credit (LIHTC) developments developed and operated by the Local Authority.

FINANCIAL IMPACT:

The annual Payment in Lieu of Taxes (PILOT) shall be the lesser of: (i) ten percent (10%) of the shelter rent charged by the Owner; and (ii) fifty dollars (\$50.00) per unit per year. The Franklin Housing Authority is redeveloping the Cherokee Place development and the total number of units will increase from 72 to a total of 100.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 1 to COF Contract No. 2019-0258.

FIRST AMENDMENT TO COOPERATION AGREEMENT

**Governing Payments In Lieu of Taxes
for
Franklin Housing Authority Low Income Housing Tax Credit Sites
Completed after January 1, 2019**

COF Contract 2019-0258

THIS FIRST AMENDMENT TO COOPERATION AGREEMENT (this “**First Amendment**”) made and entered into as of the _____ day of _____, 2022 (the “**Effective Date**”), by and between the FRANKLIN HOUSING AUTHORITY, a public body corporate and politic, organized and existing under the laws of the State of Tennessee (the “**Local Authority**”) and the CITY OF FRANKLIN, TENNESSEE, on behalf of itself and on behalf of Williamson County, Tennessee (the “**Municipality**”) in connection with Payments in Lieu of Taxes for the Low Income Housing Tax Credit (LIHTC) Projects described below.

RECITALS

WHEREAS, the Local Authority and the Municipality previously entered into a Cooperation Agreement dated November 12, 2019 (the “**Agreement**”), (i) to retain previously entered into Cooperation Agreements governing payments in lieu of taxes and services provided in consideration thereof, for both public housing and LIHTC developments developed and operated by the Local Authority and its partners, including the Cooperation Agreement covering all Local-owned sites and those Cooperation Agreements covering Senior Residence at Reddick Street, Reddick Street Apartments, and Chickasaw Senior Community; and (ii) to govern payments in lieu of taxes and services provided in consideration thereof, for the Spring Street and Johnson Circle LIHTC Project site to be redeveloped in accordance with LIHTC requirements, including the LIHTC Income and Rent Restrictions (as defined in the Agreement); and

WHEREAS, pursuant to the Agreement, the Local Authority anticipates the development an additional LIHTC Project site to be known as Cherokee Place; and the Municipality agrees to incorporate the Cherokee Place LIHTC Project site into the Agreement.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. **Exhibit A** attached to the original Cooperation Agreement, COF Contract No. 2019-0258, is hereby removed and replaced with the **Exhibit A** attached to this First Amendment. Any reference to “Exhibit A” appearing in the original Cooperation Agreement, COF Contract No. 2019-0258, shall mean and refer to **Exhibit A** to this First Amendment.
2. **Miscellaneous**. Except as specifically set forth in this First Amendment the Agreement remains unchanged and in full force and effect. Capitalized terms used but not defined in this First Amendment shall have the meanings set forth in the Agreement. This First

Amendment may be executed in one or more counterparts, all of which when taken together shall constitute a single instrument; provided however, that this First Amendment shall not be effective until signed by both the Local Authority and the Municipality.

[Remainder of Page Left Blank]

IN WITNESS WHEREOF, the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

MUNICIPALITY:
CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore, Mayor

Attest:

By: _____
Eric Stuckey, City Administrator

LOCAL AUTHORITY:
FRANKLIN HOUSING AUTHORITY,
a Tennessee public body corporate and politic

By: Derwin Jackson
Name: Derwin Jackson
Title: President/CEO

Approved as to Form:

William E. Squires
Assistant City Attorney

Exhibit A
LIHTC Projects
As of March ____, 2022

Owner	Address	Total Units	LIHTC Units
1. Spring Johnson, L.P.,	200 Spring Street	64	64
2. Cherokee Place, L.P.,	600 Cherokee Place	76	76
3. Shawnee Place, L.P.,	1101 Shawnee Drive	50	50



File #: 21-03169

DATE: April 20, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Planning Director
Kelly Dannenfelser, Asst. Director of Planning
Amanda Rose, Preservation Planner

SUBJECT:

Consideration Of Resolution 2022-25, A Resolution To Adopt The Historic District Design Guidelines Update.
HZC 4/11/22, 6-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the proposed update to the Historic District Design Guidelines ("Guidelines").

BACKGROUND/STAFF COMMENTS:

In December 2019, the BOMA updated the Franklin Zoning Ordinance, implementing a new outline and framework. In 2020, the Department of Planning and Sustainability began working with the Historic Zoning Commission (HZC) to update the Guidelines to follow suit, so as to maximize the effectiveness of the document as a user-friendly tool for supporting the preservation of historic resources and encouraging compatible design for the use of applicants, the HZC, the city staff, and the public.

In Fall 2020, City staff hosted a kickoff meeting with the Design Review Committee (DRC) of the HZC to determine the project goals, which consisted of developing a revised framework, updating illustrative and photographic imagery, utilizing formatting tools to promote readability and ease of use, aligning terminology across planning documents, and updating specific guidelines to reflect community values, and then proceeded to meet with the DRC regularly to work through proposal changes to meet those goals. City staff consulted with Town Planning and Urban Design Collaborative to develop updated illustrative and photographic imagery to maximize the effectiveness of the Guidelines by visually communicating key preservation and design principles.

In May and June 2021, the public participated in a survey that provided feedback on community preservation values, and the public input provided by this survey highlighted the importance of compatibility in historic zoning design review, and City staff utilized the project goals and the public survey feedback to create the first public draft of the Guidelines document, posted in October

2021. City staff also hosted a series of Open Office Hours days, hosted meetings with key stakeholder groups, and held a public overview meeting to present the content of the first public draft.

City staff released the final draft of the Guidelines update on March 4th of this year, utilizing citizen feedback from the initial public survey, open office hours, and public overview meeting, as well as feedback from the HZC itself.

The proposed Guidelines document addresses the project goals fully and reflects stakeholder feedback, and because of this, it can serve as a meaningful document to guide applicants, the HZC, City staff, and the public for years to come. During its April 11, 2022 meeting, the HZC voted 6-0 to provide a favorable recommendation to the BOMA for the adoption of the updated document.

FINANCIAL IMPACT:

Unknown.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2022-25.

Historic District Design Guidelines Update



BOMA Work Session
May 10, 2022

GOALS – Established Fall 2020

Goal #1 – FRAMEWORK

Goal #2 – GRAPHICS

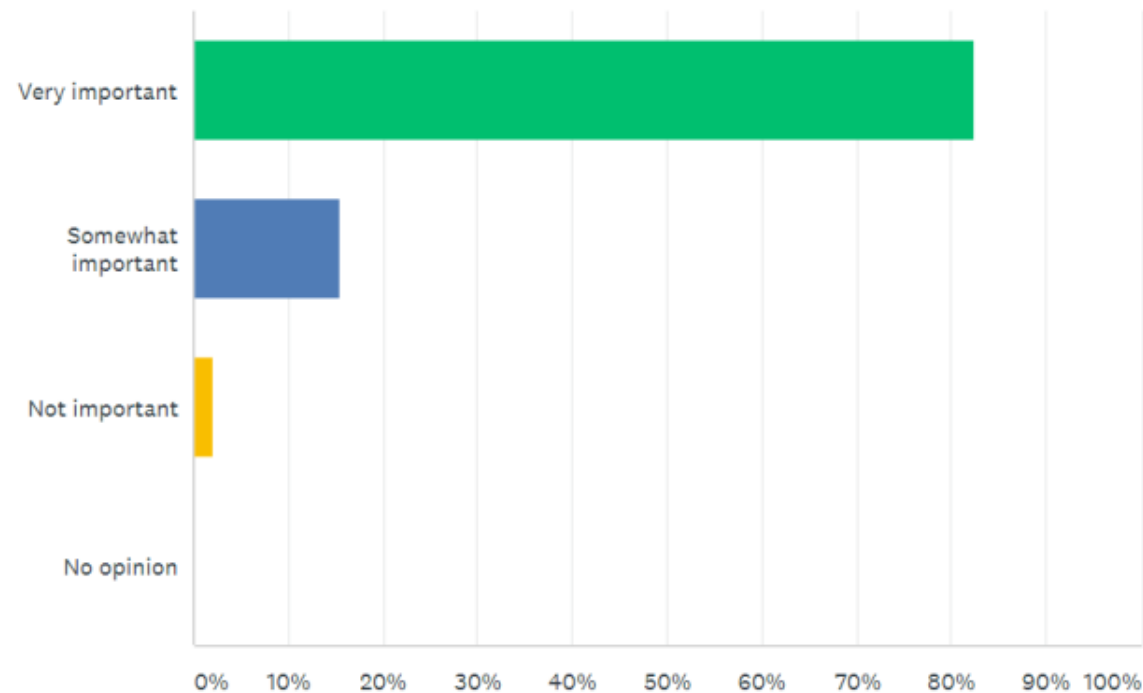
Goal #3 – EASE OF USE

GOAL #4 – REFLECT NEW ZO TERMINOLOGY

GOAL #5 – GUIDELINES UPDATES

When you think about new buildings and building additions in Franklin’s historic districts, how important is compatibility with surrounding historic buildings?

Answered: 553 Skipped: 2



PUBLIC SURVEY

ANSWER CHOICES	RESPONSES	
Very important	82.46%	456
Somewhat important	15.55%	86
Not important	1.99%	11
No opinion	0.00%	0
TOTAL		

CHAPTER 1.

INTRODUCTION

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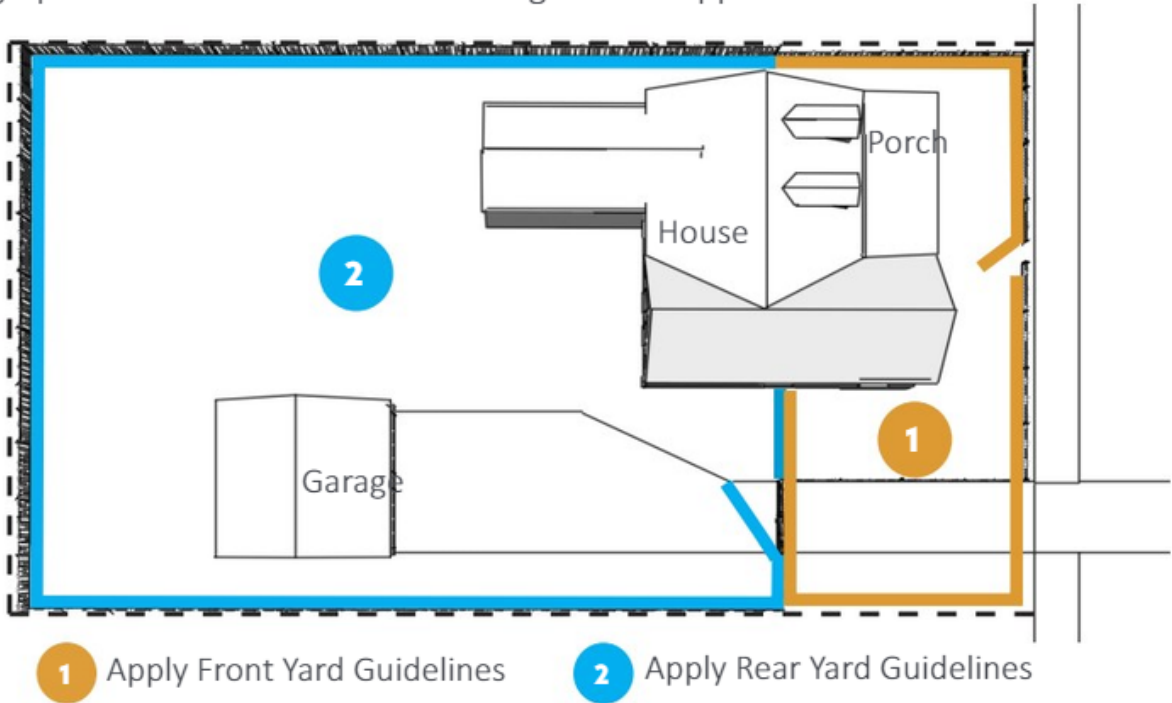
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DESIGN PRINCIPLES BASED ON LOCATION

Determining Appropriate Guidance

Historically, principal buildings and front yards are more visible from public viewsheds. A higher degree of privacy can be afforded to rear yards. Therefore, there are different guidelines that apply for front yards and rear yards. See the graphic below to determine which guidance applies:





Lewisburg Avenue

The Lewisburg Avenue Historic District consists of an outstanding collection of late-19th and early-20th century residential architecture located adjacent to the original town of Franklin boundaries. Since 1935, there has been little construction, which has helped the district retain its original appearance and character. During the 1880s and 1890s, many homes were built along this section of Lewisburg Avenue.

Residences built in the district in the late-19th century included examples of the Queen Anne, Italianate, and vernacular forms of the period. Extensive construction within the district continued into the early-20th century, and several fine Colonial Revival, Tudor Revival, and Bungalow-influenced residences were built before 1935.

The Lewisburg Avenue Local Historic District is also listed in the National Register of Historic Places.

Key Characteristics

- 19th and early-20th century buildings of various styles including Queen Anne, Colonial Revival, Tudor, and Craftsman
- Frame and brick construction
- One-story houses common, two-story houses also present
- Porches common
- Deep front, side, and rear yards with lawns and trees
- Central walkway from sidewalk to street common
- Driveways located in side yards
- Streets and sidewalks with dividing grass or planted margin
- Traditionally placed, detached accessory structures



Design Goals and Policies

- Preserve historic houses and accessory structures
- Preserve typical front yard setbacks and side yards/spacing between buildings
- Preserve street elements, retaining walls, and typical placement of walkways from the sidewalk
- Maintain the established rhythm and spacing of buildings within the district
- Design any changes within the district to reflect and maintain the key characteristics of the district

10

DESIGN REVIEW COMMITTEE
& STAKEHOLDER MEETINGS
TO DISCUSS UPDATE.



45

PUBLIC
OUTREACH
SIGNS PLACED
FOR SURVEY &
PUBLIC DRAFT
RELEASE.

683

WEBSITE HITS FOR
UPDATE PROJECT PAGE.

6

STAFF OPEN
OFFICE HOURS
DAYS FOR PUBLIC
TO ENGAGE.

553

CITIZENS WHO
COMPLETED
PUBLIC SURVEY.



f
12,898
IMPRESSIONS

You
Tube
85
VIEWS

1,471
IMPRESSIONS

IGTV
1,248
VIEWS

RESOLUTION 2022-25

A RESOLUTION TO ADOPT THE HISTORIC DISTRICT DESIGN GUIDELINES UPDATE

WHEREAS, in December 2019, the Board of Mayor and Aldermen (BOMA) updated the Franklin Zoning Ordinance, implementing a new outline and framework; and

WHEREAS, the Department of Planning & Sustainability proceeded with an update to the Historic District Design Guidelines (“the Guidelines”) to follow suit, so as to maximize the effectiveness of the document as a user-friendly tool for supporting the preservation of historic resources and encouraging compatible design for the use of applicants, the Historic Zoning Commission (HZC), the City staff, and the public; and

WHEREAS, in Fall 2020, City staff hosted a kickoff meeting with the Design Review Committee (DRC) of the HZC to determine project goals as developing a revised framework, updated illustrative and photographic imagery, utilizing formatting tools to promote readability and ease of use, incorporating the 2019 Zoning Ordinance amendments and terminology, and updating specific guidelines to reflect community values, and then proceeded to meet with the DRC regularly to work through proposal changes to meet those goals; and

WHEREAS, City staff consulted with Town Planning and Urban Design Collaborative to develop updated illustrative and photographic imagery to maximize the effectiveness of the Guidelines by visually communicating key preservation and design principles; and

WHEREAS, in May and June 2021, the public participated in a survey that provided feedback on community preservation values, and the results of this survey highlighted the importance of compatibility in historic zoning design review; and

WHEREAS, and City staff utilized the project goals and the public survey feedback to create the first public draft of the Guidelines document, posted in October 2021; and

WHEREAS, City staff hosted a series of Open Office Hours days, hosted meetings with key stakeholder groups, and held a public overview meeting to present the content of the first public draft; and

WHEREAS, the City of Franklin released the final draft of the Guidelines update on March 4, 2022. The Department of Planning & Sustainability Department utilized citizen feedback from the initial public survey, open office hours, and public overview meeting, as well as feedback from the Historic Zoning Commission, to develop the final draft of the Guidelines; and

WHEREAS, the final draft was presented to the DRC for additional comment and revised accordingly, and the HZC presented a favorable recommendation for the adoption of the new document during its April 11, 2022 meeting; and

WHEREAS, the revised final draft addresses the project goals and will serve as a meaningful document to guide applicants, the HZC, City staff, and the public for years to come; and

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that the Board of Mayor and Aldermen hereby approves the Historic District Design Guidelines, Attachment A, for implementation on May 30, 2022.

BE IT SO RESOLVED AND DONE on this ____ day of _____, 2022

ATTEST:

CITY OF FRANKLIN, TENNESSEE

BY: _____

**Eric Stuckey
City Administrator**

BY: _____

**Dr. Ken Moore
Mayor**

APPROVED AS TO FORM BY:

BY: _____

Maricruz R. Fincher, Staff Attorney



File #: 21-03141

DATE: April 25, 2022
TO: Board of Mayor and Aldermen
FROM: Lisa Clayton, Director of Parks
SUBJECT:

Consideration Of COF Contract No. 2021-0219, Professional Service Agreement With Barge Designs, An Update To The Parks Master Plan.

PURPOSE:

The purposed of this memorandum is to provide the Board of Mayor and Aldermen (BOMA) with information to consider a professional service agreement (PSA), COF Contract No. 2021-0219, with Barge Design for an update to the 2015 Parks Master Plan.

BACKGROUND/STAFF COMMENTS:

The scope of work will provide an update to the existing 2015 Parks Master Plan as an addendum and will serve as a 2022 update. The addendum will summarize parks and recreation changes as it relate to the existing master plan. It will include information on new parks that are currently in design stages or construction, updates to tables and graphics, and the adopted Parkland Impact Fee Ordinance. The intent is to update sections to the 10-year master plan for departmental purposes and also, most state and federal agencies are requiring master plans be updated every five years prior to applying for future funding. Due to phasing approaches in the parks, updating the plan allows for future opportunities for specific projects identified in the overall plan or specific park master plans for individual areas within the parks system.

FINANCIAL IMPACT:

The total cost for the update is a lump sum not to exceed \$24,500.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2021-0219.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2021-0219**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **BARGE DESIGN SOLUTIONS** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide planning, related technical, and other services in connection with City's project hereinafter referenced as Project. The Project is described as follows:

THE SCOPE OF WORK WILL PROVIDE AN UPDATE (AS AN ADDENDUM TO THE 2015 PLAN) TO THE FRANKLIN PARKS AND RECREATION MASTER PLAN AND WILL SERVE AS A "2021 UPDATE." THE ADDENDUM WILL SUMMARIZE PARKS AND RECREATION CHANGES AS IT RELATES TO THE EXISTING MASTER PLAN. IT WILL INCLUDE INFORMATION ON NEW PARKS THAT ARE CURRENTLY IN DESIGN STAGES, UPDATES TO TABLES AND GRAPHICS, AND THE ADOPTED PARKLAND IMPACT FEE ORDINANCE. THE INTENT OF THIS UPDATE AND RE-ADOPTION OF THE 2015 COMPREHENSIVE PARKS AND RECREATION MASTER PLAN (2015 PLAN) IS TO EVALUATE PARTS OF THE PLAN.

1. SCOPE OF SERVICES. Consultant shall provide planning and related services for the Project in accordance with the Scope of Services (Services) as found in Attachment A which shall be considered as an integral part hereof.
2. In event of a conflict between this Agreement and the attached document, this Agreement shall supersede conflicting terms and conditions.
3. Consultant shall be paid monthly for work performed, based on the Fee Schedule as contained in Attachment A, in the Amount Not-to-Exceed a lump sum of Twenty-Four Thousand Five Hundred No/100 Dollars (\$24,500.00).

The Board of Mayor and Aldermen Approved this Agreement on the _____ Day of _____ 201__.

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

ARTICLE 1. SERVICES. Consultant will:

- 1.1 Act for City in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with standards of competent consultants using the standards in the industry:
- 1.2 Consider all reports to be confidential and distribute copies of the same only to those persons specifically designated by the City.
- 1.3 Perform all services under the general direction of a senior professional employee, licensed and/or registered in the State of Tennessee, when appropriate.
- 1.4 Designate, in writing, the sole Project representative to coordinate with City the Services to be provided, including all contact information.
- 1.5 Unless provided for in the Project Scope of Services (Attachment A), Consultant shall perform all Services with his own forces (employees). Should sub-consultants be proposed to be used in the Project, a listing of said sub-consultants with Services to be performed shall be provided. After approval of this Agreement, no substitute for sub-consultants shall be allowed unless approved by City.
- 1.6 Retain pertinent records relating to the services performed for a period of seven (7) years following the completion of the work; during this period the records shall be available for review by City at all reasonable times.

ARTICLE 2. CITY'S RESPONSIBILITIES. City, or its authorized representative, will:

- 2.1 Provide Consultant with all information regarding the Project, which is available to, or reasonably obtainable by, the City.
- 2.2 Furnish right-of-entry onto the Project site for Consultant's necessary field studies and surveys. Consultant will endeavor to restore the site to its original condition and shall remain solely liable for all damages, costs and expenses, including reasonable attorneys' fees, for failure to make such restoration.
- 2.3 Designate, in writing, the sole Project representative to coordinate with and direct the Consultant, including all contact information.
- 2.4 Guarantee to Consultant that it has the legal capacity to enter into this contract and that sufficient monies are available to fund Consultant's compensation.

ARTICLE 3. GENERAL CONDITIONS.

- 3.1 Consultant, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities customarily vested in other professionals or agencies participating in the Project.
- 3.2 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Project acting upon written instruction issued by the Consultant.
- 3.3 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 3.4 **ALLOCATION OF RISK AND LIABILITY; GENERAL.** Considering the potential liabilities that may exist during the performance of the services of this Agreement, the relative benefits and risks of the Project, and the Consultant's fee for the services rendered, and in consideration of the promises contained in this Agreement, the City and the Consultant agree to allocate and limit such liabilities in accordance with this Article.

- 3.5 **INDEMNIFICATION.** Consultant agrees to indemnify and hold City harmless from and against legal liability for all claims, judgments, losses, damages, and expenses to the extent such claims, judgments, losses, damages, or expenses are caused by Consultant's negligent act, error or omission in the performance of the services of this Agreement. In the event claims, judgments, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and City, they shall be borne by each party in proportion to its own negligence.

3.5.1 **SURVIVAL.** The terms and conditions of this paragraph shall survive completion of this services agreement.

- 3.6 **LIMITATIONS OF RESPONSIBILITY.** Consultant shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project unless specifically undertaken in Attachment A, Scope of Services ; (b) the failure of any contractor, subcontractor, Consultant, or other Project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any construction unless such procurement responsibilities are specifically assigned to Consultant in Attachment A, Scope of Services.

ARTICLE 4. TERMINATION BY THE CITY. The City may terminate this Agreement in accordance with the following terms and conditions:

- 4.1 **Termination for Convenience.** The City may, when in the interests of the City, terminate performance under this Agreement with the Consultant, in whole or in part, for the convenience of the City. The City shall give written notice of such termination to the Consultant specifying when termination becomes effective. The Consultant shall incur no further obligations in connection with the work so terminated, other than warranties and guarantees for completed work and installed equipment, and the Consultant shall stop work when such termination becomes effective. The Consultant shall also terminate outstanding orders and subcontracts for the affected work. The Consultant shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The City may direct the Consultant to assign the Consultant's right, title and interest under termination orders or subcontracts to the City or its designee. The Consultant shall transfer title and deliver to the City such completed or partially completed work and materials, equipment, parts, fixtures, information and Contract rights as the Consultant has in its possession or control. When terminated for convenience, the Consultant shall be compensated as follows:

- (1) The Consultant shall submit a termination claim to the City specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the City. If the Consultant fails to file a termination claim within one (1) year from the effective date of termination, the City shall pay the Consultant the amount the City deems the Consultant is due.
- (2) The City and the Consultant may agree to the compensation, if any, due to the Consultant hereunder.
- (3) Absent agreement to the amount due to the Consultant, the City shall pay the Consultant the following amounts:
 - (a) Contract costs for labor, materials, equipment and other services accepted under this Agreement;

- (b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating the Consultant's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that the Consultant would have not profited or would have sustained a loss if the entire Agreement would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

The total sum to be paid the Consultant under this Section shall not exceed the total Agreement Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- 4.2 Termination for Cause. If the Consultant does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Agreement, then the City, in addition to any other rights it may have against the Consultant or others, may terminate the performance of the Consultant, in whole or in part at the City's sole option, and assume possession of the Project Plans and materials and may complete the work.

In such case, the Consultant shall not be paid further until the work is complete. After Completion has been achieved, if any portion of the Contract Price, as it may be modified hereunder, remains after the cost to the City of completing the work, including all costs and expenses of every nature incurred, has been deducted by the City, such remainder shall belong to the Consultant. Otherwise, the Consultant shall pay and make whole the City for such cost. This obligation for payment shall survive the termination of the Agreement.

In the event the employment of the Consultant is terminated by the City for cause pursuant to this Section and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under this Section and the provisions of Section 4.1 shall apply.

- 4.3 Termination for Non-Appropriation. The City may also terminate this Agreement, in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the Project, regardless of the source of such funds, and such termination shall be on the terms of Section 4.1.
- 4.4 The City's rights under this Section shall be in addition to those contained elsewhere herein or provided by law.

ARTICLE 5. SCOPE OF SERVICES. Consultant shall provide the Services as described in Attachment A, Scope of Services.

5.1 By mutual agreement, this Agreement and scope can be amended by the parties. The scope and fee for any additional tasks or services under such amendment shall be mutually negotiated and agreed to in writing prior to beginning such additional tasks or services.

5.2 **ENVIRONMENTAL RESPONSIBILITY.**

Where drilling/sampling services are involved, the samples obtained from the Project site are the property of the City. Should any of these samples be recognized by the Consultant to be contaminated, the City shall remove them from the Consultant's custody and transport them to a disposal site, all in accordance with applicable government statutes, ordinances, and regulations. For all other samples, the Consultant shall retain them for a sixty (60)-day period following the submission of the drilling/sampling report unless the City directs otherwise; thereafter, the Consultant shall discard the samples in accordance with all federal, state and local laws.

ARTICLE 6. SCHEDULE.

6.1 **TIME OF THE ESSENCE.** The parties agree that time is of the essence with respect to the parties' performance of all provisions of the Agreement.

6.2 Before executing this Agreement, the Consultant shall have prepared and submitted for approval to the City a Completion Schedule for the Project with milestones for the various stages (tasks) of the Services as outlined in the Scope of Services. The Consultant shall submit and obtain the City's approval for any proposed changes to the logic, durations, sequences, or timing of tasks as approved in the Completion Schedule.

6.3 **FORCE MAJEURE.** Neither party will be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control, and performance times will be considered extended for a period of time equivalent to the time lost because of such delay plus a reasonable period of time to allow the parties to recommence performance of their respective obligations hereunder. Should a circumstance of force majeure last more than ninety (90) days, either party may by written notice to the other terminate this Agreement. The term "force majeure" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, tornadoes, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of either party.

6.4 Should City request changes in the scope, extent, or character of the Project, the fee and the time of performance of Consultant's Services as indicated in Attachment A shall be adjusted equitably.

ARTICLE 7. USE OF DOCUMENTS, DATA.

7.1 The City shall retain an ownership and property interest in all Documents, including, but not limited to, reports, drawings, specifications, and computer software prepared by Consultant pursuant to this Agreement whether or not the Project is completed.

- 7.1.1 USE OF DATA SYSTEMS: The City maintains all rights to data systems and data (including derivative or hidden data such as metadata) created and used by Consultant through information supplied to the Consultant by the City.
- 7.1.2 DISCLOSURE OF DOCUMENTS/DATA. City may be required to disclose documents or data under state or federal law. City shall notify Consultant if a request for data or documents has been made and shall give Consultant a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. Consultant waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page as confidential or proprietary. In exchange, Consultant agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Consultant representation that materials supplied by Consultant (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Consultant and Consultant assumes control over that claim.
- 7.2 By execution of this Agreement, Consultant and his sub-consultant(s) grant the City a royalty-free, perpetual, irrevocable, and assignable license to use any and all intellectual property interest Consultant or his sub-consultant(s) possess to any drawings, details, specifications, documents, and other information created before each of their first involvement with the Project and subsequently incorporated into the Project's documents. City-furnished data that may be relied upon by Consultant is limited to the printed copies that are delivered to the Consultant pursuant to Article 2 of this Agreement. Any copyrighted electronic files furnished by City shall be used by Consultant only for the Project as described herein. City's posting or publication of such documents created by Consultant for City shall constitute fair use and shall not constitute an infringement of Consultant's copyright, if any.
- 7.3 Documents that may be relied upon by City are limited to the printed copies (also known as hard copies) that are signed or sealed by the Consultant. Files in electronic media format of text, data, graphics, or of other types that are furnished by Consultant to City are only for convenience of City, unless the delivery of the Project in electronic media format has been dictated in Attachment A, Scope of Services. Any conclusion or information obtained or derived from electronic files provided for convenience will be at the user's sole risk.
- 7.4 Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. Unless stated otherwise herein, Consultant shall not be responsible to maintain documents stored in electronic media format after acceptance by City.
- 7.5 When transferring documents in electronic media format, Consultant makes no representations as to long term compatibility, usability, or readability, of documents resulting from the use of software application packages, operating systems, or computer hardware differing from that as required of, and used by, Consultant at the beginning of this Project.

- 7.6 City may make and retain copies of Documents for information and reference in connection with use on the Project by the City, or his authorized representative. Such Documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any such reuse or modifications without written verification or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to the Consultant or to Consultant's sub-consultants.
- 7.7 If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- 7.8 Any verification or adaptation of the Documents for extensions of the Project or for any other project will entitle Consultant to further compensation at rates to be agreed upon by City and Consultant.
- 7.9 The Consultant agrees to provide City with PDFs and Word Documents of the 2021 Update as described in the Services, Attachment A. The Consultant shall provide the final documents in an editable format so that the City may make any future modifications to Franklin Parks and Recreation Masterplan..

ARTICLE 8. INSURANCE.

- 8.1 During the performance of the Services under this Agreement, Consultant shall maintain the following minimum insurance:
- a) General Liability Insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - b) Automobile Liability Insurance with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 - c) Workers' Compensation Insurance Coverage A in accordance with statutory requirements and Coverage B, Employer's Liability Insurance, with a limit of \$500,000 for each occurrence.
 - d) Professional Liability Insurance with a limit of \$1,000,000 annual aggregate.
- 8.2 Consultant shall add the City an additional insured on all policies unless otherwise prohibited.
- 8.3 Consultant shall, upon execution of this Agreement, furnish City certificates of insurance, which shall include a provision that such insurance shall not be canceled without at least thirty (30) days' written notice to City.
- 8.4 No insurance, of whatever kind or type is to be considered as in any way limiting other parties' responsibility for damages resulting from their activities in the execution of the Project. City agrees to include, or cause to be included, in the Project's construction contract, such requirements for insurance coverage and performance bonds by the Project's construction contractor as City deems adequate to indemnify City, Consultant, and other concerned parties against claims for damages and to insure compliance of work performance and materials with Project requirements.

ARTICLE 9. PAYMENT.

- 9.1 City will pay Consultant for services and expenses in accordance with the Fee Schedule proposal submitted for the Project as part of the Scope of Services. Consultant's invoices will be presented at the completion of the work or monthly and will be payable upon receipt. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. City shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 10. MISCELLANEOUS PROVISIONS

- 10.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Project, City and Consultant shall not discriminate against any employee or applicant for employment because of race, color, sex, national origin, disability or marital status. City and Consultant will take affirmative action to ensure that the contractor used for the Project does not discriminate against any employee and employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.1.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.2 **TITLE VI – CIVIL RIGHTS ACT OF 1964.** City and Consultant shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), 49 C.F.R., Part 21, and related statutes and regulations.
- 10.2.1 Consultant shall insert the foregoing provision in all contracts relating to this Project.
- 10.3 **NO THIRD-PARTY RIGHTS CREATED.** City and Consultant each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to their successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement. The Services provided for in this Agreement are for the sole use and benefit of City and Consultant. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.
- 10.4 **WARRANTIES/LIMITATION OF LIABILITY/WAIVER.** City reserves all rights afforded to local governments under law for all general and implied warranties. City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Consultant to limit its liability shall be void and unenforceable.

ARTICLE 11. EXTENT OF AGREEMENT:

- 11.1 **APPLICABLE LAW/CHOICE OF FORUM AND VENUE.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice 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.
- 11.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for this Project and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may be amended only by written instrument signed by City and Consultant.

ARTICLE 12. DISPUTE RESOLUTION, BREACH.

- 12.1 If a dispute should arise relating to the performance of or payment for the Services under this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. No arbitration or

mediation shall be required as a condition precedent to filing any legal claim arising out of or relating to this Agreement. No arbitration or mediation shall be binding.

- 12.2 BREACH. Upon deliberate breach of the Agreement by either party, the non-breaching party shall be entitled to terminate the Agreement with notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

ARTICLE 13. SURVIVAL.

The provisions contained in this Professional Services Agreement shall survive the completion of or any termination of the Agreement, contract or other document to which it may accompany or incorporate by reference or which subsequently may be modified, unless expressly excepted from this Article upon consent of both parties.

BY: 
Consultant's Signature
TITLE: Executive VP
Date: _____

BY: _____
Dr. Ken Moore
Mayor
Date: _____

Approved as to Form:

Maricruz R. Fincher, Staff Attorney



Attachment A - Scope of Work
Parks and Recreation Masterplan - 2021 Update
City of Franklin, TN
July 26, 2021

The scope of work is presented in the following elements.

- I. Project Description
- II. Scope of Services
- III. Project Understanding, Assumptions, and Exclusions
- IV. Time of Performance
- V. Client's Responsibilities
- VI. Deliverables
- VII. Compensation

I. Project Description

Franklin Parks and Recreation Masterplan —2021 Update

This scope of work will provide an update (as an addendum to the 2015 Plan) to the *Franklin Parks and Recreation Masterplan* and will serve as a "2021 Update." The addendum will summarize parks and recreation changes as it relates to the existing master plan. It will include information on new parks that are currently in design stages, updates to tables and graphics as listed below, and the adopted parkland impact fee and construction ordinance. The intent of this update and re-adoption of the 2015 Comprehensive Parks and Recreation Master Plan (2015 Plan) is to evaluate parts of the plan.

II. Scope of Services

Barge proposes the following Scope of Services related to the above-noted items.

The sections of the document will be as follows:

Acknowledgements – Include new Acknowledgement Page with current BOMA, City Staff, Parks Department Staff, Residents and Stakeholders, and Consulting Team.

- 1. Introduction, Plan Outline, and Planning Process – Barge to summarize the Parks Departments accomplishments over the past 5 years (Department to provide text and images). This section will reflect on the recommendations in the 2015 Plan and explain that this work is a continuation of that effort.

2. **Demographics Trends Analysis** – Barge will use U.S. Census data to conduct a high-level comparison to the demographic projections in the previous plan to confirm there have not been major demographic shifts (population, ethnicity and income) in the projections in the 2015 Plan. This effort will not include a full demographic profile or update of recreation trends data.
3. **Public Outreach** – Barge to summarize the public input from the last process and provide 1 to 3 question survey using SurveyMonkey to gather input from the public on their satisfaction with the direction of the City parks. The City/Parks Department will be responsible for promoting the survey through social media and their email lists. Barge will include the comments from this survey in the 2021 Update.
4. **Park, Trail and Facility Overview and Analysis** – Barge to update Table 1.1 Park Inventory and Classification based on a mark-up of changes to parks, acreage, and facilities provided by the Parks Department to the City inventory. The Parks Department will coordinate with Williamson County to provide revisions of changes to the County inventory, if needed. Following the revisions to the inventory, Barge will update the Level of Service chart and include it in the update. In the Park Equity/Service Areas section, Barge will update Figure 1.1 Radius Mapping with new park information.

Barge to include a list of new parks and significant improvements determined by Parks Staff. This information to be provided by the Parks Department and include SEMC, Robinson Lake, Thompson Alley Neighborhood Park, and Old Liberty Park Neighborhood Park. The Department to provide images of the parks. In addition, the Mountain Bike Trails at Columbia State and Middleburg property will be included in the list. The Parks Department to provide adopted trails logo, branding and images if desired to be included in the update. Barge will include Table 1.5 and 1.6 for reference from the 2015 Plan.

As part of this section, a summary of the park land dedication ordinance and quadrant map from the 2015 Plan will be included. The text will include a summary regarding the potential impact.

As part of the update to goals, strategies and tactics, Barge will rely on the Parks Department to provide a markup, which we will incorporate into the addendum and include a checkmark symbol for completed items.

5. **Programs Assessment and Overview** – Based on information provided by the Parks Department, Barge will summarize programming changes that have taken place in the past 5 years.

6. Administration and Finances – The Parks Department to provide number of full-time and part-time staff (new assistant director), and current budget information. Barge to include updated organization chart as revised by the Parks Department. Revisions to the CIP Table are not included in the scope.
7. Barge will combine the information and provide the Client with a draft for review. We will meet with the Client to discuss and address one round of redline comments. Once the comments are addressed, Barge will submit the Final Draft to BOMA.

Barge proposes to deliver the above-stated services through the following process:

- Kickoff Meeting (1 - virtual)
- Meeting with Parks staff where all requested document information, as noted below in **V. Client Responsibilities**, is transferred to Barge and reviewed to determine applicability (1-Virtual)
- Online survey link and monitoring
- Draft PDF of the 2021 Update
- Client review meeting (1 - virtual)
- Final Draft PDF of the 2021 Update
- BOMA meeting (1)
- Final PDP Report with the 2021 Update inserted into the 2015 Plan

III. Project Understanding, Assumptions, and Exclusions

A. Barge will provide the above-noted services based upon the following:

1. The understandings, assumptions, and exclusions listed in the original contract also apply to these additional services.
2. Barge's scope assumes that client will be providing above noted documents and information in an efficient delivery process. Noted information will be thorough and not require additional research or significant editing.

B. The following excluded services can be provided as additional services with an appropriate adjustment in fees (excluded services identified in the original contract also apply to these additional services).

1. Park improvements or programming research.
2. Site visits.
3. Photography.
4. Updates to the Greenways and Trails Master Plan.
5. Design or Construction phase services.
6. Site renderings.
7. Additional meetings, workshops or tasks other than those listed above.

IV. Time of Performance

Barge is prepared to begin work upon receipt of a signed professional services agreement or written authorization to proceed. For planning purposes, Barge has prepared the following milestone schedule.

Tasks	Duration
Franklin Parks and Recreation Masterplan—2021 Update	12 weeks*

*Schedule does not include City review.

Barge and the City are aware that many factors outside Barge's control may affect Barge's ability to complete the services to be provided under this Addendum. Barge will perform these services with reasonable diligence and expediency, consistent with sound professional practices.

V. City Responsibilities

For the project team to function efficiently, certain information needs to be provided by the City and other interested stakeholders in a timely manner. These items and responsibilities are noted below.

1. Provide information as required to support development of Barge's scope, as required in the Professional Services Agreement. This includes the following:
 - a. Acknowledgement page (list of names, titles, etc.).
 - b. Summary of Parks Department accomplishments since the 2015 Plan adoption.
 - c. Markup of Park Inventory and Classification table with additions/changes since the 2016 Plan.
 - d. Provide updated quadrant map to accompany the park land dedication ordinance.
 - e. Summary of programming changes since the 2015 Plan.
 - f. Number of full and part time staff to create an updated organizational chart.
 - g. Descriptions of new parks, facilities, park images, and park event imagery to include in the 2021 Update.
2. Provide review comments in a timely manner.
3. Provide a single point of contact for project coordination purposes.
4. The City/Parks Department will be responsible for promoting the survey through social media, email lists, etc.
5. One round of redline comments on the draft document.

VI. Deliverables

The following is a list of documents that will be produced as a part of this effort.

1. PDFs and Word Documents of the 2021 Update

VII. Compensation

The compensation to be paid to Barge for providing requested services is provided in the Fee Summary Table below.

Fee Summary Table

Items	Fee Type	Fee Amount
A. Franklin Parks and Recreation Masterplan—2021 Update	Lump Sum	\$24,500
TOTAL		\$24,500



File #: 21-03207

DATE: May 4, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks

SUBJECT:

*Consideration Of Procurement Award To Landscape Services, Inc. (LSI) Of Nashville, Tennessee In The Total Estimated Annual Amount Of \$403,200 For Mowing And Related Contract Services For Certain City Parks And Certain Other City-Owned Properties For A Term Of Award For The Parks Department (Purchasing Office Procurement Solicitation No. 2022-015; \$247,140 Budgeted In 110-82654-44700 For Fiscal Year 2022; Contract No. 2022-0115).

PURPOSE:

The purpose of this procurement is to purchase mowing and related contract services for certain City parks and certain other City-owned properties for a term of award of the three (3) mowing seasons of 2022, 2023 and 2024, with two (2) one-year options to extend the term of award for the mowing seasons of 2025 and 2026, for a maximum possible term of award of five (5) mowing seasons total. The purpose of outsourcing these routine maintenance responsibilities of the Parks Department for a total of 22 jobsites (see second page of the tabulation of bids for a listing of the jobsites) is due to the difficulty of hiring staff in the current labor market.

BACKGROUND/STAFF COMMENTS:

The City published on December 2, 2021 a Notice to Bidders in the *Williamson Herald* for mowing and related contract services for certain City parks and certain other City-owned properties for a term of award. In addition, bid documents were sent on or about the same date directly to 23 potential bidders known or thought to be interested in this solicitation. Bids from three (3) service providers were publicly opened at the bid opening held on December 16, 2021. A tabulation of the bids received for this solicitation is attached.

Pursuant to a staff recommendation, the Board of Mayor and Aldermen voted on January 25, 2022 to accept, contingent upon Law Department and City Administrator approval of City Contract No. 2022-0009, the apparent lowest best bid, from 3 C's Lawn Care of Madison, Tennessee, in the total estimated annual amount of \$334,980 for mowing and related contract services for certain City parks and certain other City-owned properties for a term of award, and award this procurement to this bidder. Contract No. 2022-0009 with 3 C's Lawn Care was executed by the City Administrator on February 24, 2022, the execution of that contract was reported to the Board on March 8, 2022 and the contract has been implemented by the Parks Department. Unfortunately, the service provider was not able to meet the performance expectations of the award and contract. Following an opportunity

for 3 C's Lawn Care to cure the unacceptable performance, staff has terminated Contract No. 2022-0009 effective end of business on May 6, 2022.

FINANCIAL IMPACT:

The responsible bidder that submitted the second lowest priced responsive bid, Landscape Services, Inc. (LSI) of Nashville, Tennessee, is in the total estimated annual amount of \$403,200 for the specified services at the specified jobsites. This bid was identified because it is the second lowest bid that meets or exceeds the City's intention as expressed and implied by the City's specifications as well as the instructions, terms and conditions pertaining to this procurement solicitation. The Parks Department budget for fiscal year 2022 allocates \$247,140 out of the General Fund for the purchase of outsourced mowing services. It remains to be seen whether a budget amendment to accommodate the additional expense for the FY2022 portion of the calendar year 2022 mowing season is necessary.

RECOMMENDATION:

Staff recommends that the City accept, contingent upon Law Department and City Administrator approval of City Contract No. 2022-0115, the apparent second lowest best bid, from Landscape Services, Inc. (LSI) of Nashville, Tennessee, in the total estimated annual amount of \$403,200 for mowing and related contract services for certain City parks and certain other City-owned properties for a term of award, and award this procurement to this bidder. The City's Purchasing Manager believes the prepared solicitation documents as distributed allowed for competition among multiple service providers, and that the staff recommendation appears to be made in a fair and impartial manner based upon the proposals received and the City's experience to date. Pursuant to authority previously granted by the Board of Mayor and Aldermen, Contract No. 2022-0115 has been prepared for execution by the City Administrator pending approval by the Board of Mayor and Aldermen of the staff recommendation to accept the bid from and award the procurement to Landscape Services, Inc. (LSI).

Tabulation of Bids*

Purchasing Office Solicitation No.:	2022-015 (mowing and related contract services for certain City parks and certain other City-owned properties for a term of award)					
Notice to Bidders published in the <i>Williamson Herald</i> on:	12/2/2021					
Number of vendors that were notified of / that responded to this solicitation for bids:	23 / 3					
Date and time bids due and publicly opened:	12/16/21 2:00 PM					
Present at opening of bids:	Antoine Carter of 3 C's Lawn Care; Andrew Phillips of Big AL Mowing; Michael Riley of Landscape Services, Inc. (LSI); James Bilbo, Brian Walker and Lee Williams of the City of Franklin Parks Department; and Rachael DuVall and Brian Wilcox of the City of Franklin Purchasing Office					
Target meeting of BOMA at which recommendation is scheduled to be considered:	5/10/2022					
Bids received from:	Bid No.:	Does the bid include all required documents?	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Total estimated pricing for all job sites per mowing season:	Payment terms:	Bid and bid pricing is offered through:
3 C's Lawn Care 607 West Due West, Suite 95 Madison, TN 37115 Antoine Carter, President 615-977-8917 antoinej24@yahoo.com	1 of 1	yes	bidder takes no exceptions (but bidder was not able to meet performance expectations)	\$334,980.00	net 30 days	3/1/2022
Big AL Mowing, LLC 7410 Lakeview Dr. Nashville, TN 37209 Libby Phillips, Owner 615-538-7822 libby@bigalmowing.com	1 of 1	yes	bidder takes no exceptions	\$448,020.00	net 30 days	2/28/2022
Landscape Services, Inc. (LSI) 204 River Hills Dr. Nashville, TN 37210 Michael Riley, Business Development Mgr. 615-761-4359 michaelriley@lsipros.net	1 of 1	yes	bidder takes no exceptions	\$403,200.00	net 30 days	2/28/2022 (extended to 5/31/2022)

¹MOES indicates "meet(s) or exceed(s) specifications"

* Shaded bid is apparent lowest best bid

City of Franklin, Tennessee
Tabulation of Bids

Jobsite	Estimated quantity of service dates per mowing season	3 C's Lawn Care		Big AL Mowing, LLC		Landscape Services, Inc. (LSI)	
		Bid lump-sum fee per service date for all specified services	Extended pricing	Bid lump-sum fee per service date for all specified services	Extended pricing	Bid lump-sum fee per service date for all specified services	Extended pricing
No. 1 – The Park at Harlinsdale Farm	36	\$3,500.00	\$126,000.00	\$5,500.00	\$198,000.00	\$4,000.00	\$144,000.00
No. 2 – Liberty Park	36	\$800.00	\$28,800.00	\$1,250.00	\$45,000.00	\$750.00	\$27,000.00
No. 3 – Jim Warren Park	36	\$1,500.00	\$54,000.00	\$2,000.00	\$72,000.00	\$1,700.00	\$61,200.00
No. 4 – Aspen Grove Park	36	\$400.00	\$14,400.00	\$150.00	\$5,400.00	\$250.00	\$9,000.00
No. 5 – Del Rio Park	36	\$55.00	\$1,980.00	\$150.00	\$5,400.00	\$100.00	\$3,600.00
No. 6 – Eastern Flank Battlefield Park	36	\$850.00	\$30,600.00	\$1,500.00	\$54,000.00	\$2,500.00	\$90,000.00
No. 7 – Fieldstone Park	36	\$650.00	\$23,400.00	\$500.00	\$18,000.00	\$700.00	\$25,200.00
No. 8 – Ft. Granger Park	36	\$200.00	\$7,200.00	\$150.00	\$5,400.00	\$150.00	\$5,400.00
No. 9 – Winstead Hill Park	36	\$750.00	\$27,000.00	\$400.00	\$14,400.00	\$400.00	\$14,400.00
No. 10 – Aspen Grove Greenway	36	\$220.00	\$7,920.00	\$150.00	\$5,400.00	\$100.00	\$3,600.00
No. 11 – Dry Branch Water Quality Wetlands	18	\$150.00	\$2,700.00	\$250.00	\$4,500.00	\$150.00	\$2,700.00
No. 12 – Mosby Mountain Bike Trail	18	\$50.00	\$900.00	\$200.00	\$3,600.00	\$150.00	\$2,700.00
No. 13 – Battle Ave. Lot 1	18	\$25.00	\$450.00	\$60.00	\$1,080.00	\$75.00	\$1,350.00
No. 14 – Battle Ave. Lot 2	18	\$25.00	\$450.00	\$60.00	\$1,080.00	\$75.00	\$1,350.00
No. 15 – Ewingville Dr. Lot 1	18	\$50.00	\$900.00	\$60.00	\$1,080.00	\$50.00	\$900.00
No. 16 – Ewingville Dr. Lot 2	18	\$50.00	\$900.00	\$60.00	\$1,080.00	\$75.00	\$1,350.00
No. 17 – Ewingville Dr. Lot 3	18	\$50.00	\$900.00	\$60.00	\$1,080.00	\$50.00	\$900.00
No. 18 – Ewingville Dr. Lot 4	18	\$50.00	\$900.00	\$80.00	\$1,440.00	\$50.00	\$900.00
No. 19 – Ladd Park Canoe Launch	18	\$50.00	\$900.00	\$150.00	\$2,700.00	\$75.00	\$1,350.00
No. 20 – Daniels Dr. Lot 1	18	\$30.00	\$540.00	\$60.00	\$1,080.00	\$50.00	\$900.00
No. 21 – Daniels Drive Lot 2	18	\$30.00	\$540.00	\$50.00	\$900.00	\$50.00	\$900.00
No. 22 – Nissan Walking Trail	18	\$200.00	\$3,600.00	\$300.00	\$5,400.00	\$250.00	\$4,500.00
Total estimated pricing for all job sites per mowing season:			\$334,980.00		\$448,020.00		\$403,200.00



File #: 21-03187

DATE: April 27, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Paul Holzen, Director of Engineering

SUBJECT:

Discussion On The Merits Of Drafting An Ordinance Amendment, That Under Certain Circumstances Authorizes The Franklin Board Of Mayor And Aldermen To Require A Developer To Acquire Construction And Slope Easements In Lieu Of Acquiring Required Right-of-Way Provided the Appraised Monetary Difference Of Aquiring the Right-Of-Way Is Paid To the City.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) regarding the City's practice of private development acquiring public easements and right-of-way identified during the entitlement process and to introduce an alternative approach when unique circumstances are present where acquisition of utility easements, construction easements, and/or slope easements may be sufficient for the near term.

BACKGROUND/STAFF COMMENTS:

As developers proceed through the development entitlement process, a determination is made about required on-site and off-site infrastructure improvements. City policy is to require developers to obtain right-of-way based on the Comprehensive Transportation Network Plan and/or Street Specifications. Additional right-of-way acquisition may be required as determined by the City Engineer and based on the approved traffic impact study. Easements will typically vary from job to job and may include temporary construction, temporary slope, drainage, access, and various utility easements.

The city does not have a mechanism (ordinance) when unique or special circumstances exist that authorizes the BOMA to accept anything different than required easements and right-of-way.

For example:

Following the small area study for the West Basin, the BOMA subsequently approved The Hamilton PUD, a residential subdivision. This approval requires the developer to acquire right-of-way and construction slope easements along a section of Old Charlotte Pike from both the Short and Gentry families and, improve Old Charlotte Pike with two, eleven (11) foot drive aisles and four (4) foot paved shoulders.

The enclosed illustration shows that both the Short and Gentry families have fences running parallel to Old Charlotte Pike and, as a coincidence, these fences are fifty (50) feet apart. The existing right-of way is presently only thirty (30) feet wide and while the existing right-of-way is wide enough for the two, eleven (11) foot drive lanes

and four (4) foot shoulders to be constructed, the right-of-way does not meet the City's minimum right-of-way width standard of fifty (50) foot for this type of road. Therefore, the developer is required to acquire an additional ten (10) feet for right-of-way from the Short and Gentry families, which coincidentally is the limits of their respective fences.

The Short family property is presently located within the city and, according to the developer, the family is cooperating in allowing for the acquisition of the needed ten (10) feet of right-of-way. The Gentry family is located within the City's Urban Growth Boundary (UGB) and has requested removal from the city's UGB. Based on conversations between the city and the Gentry family, it has been determined that they are unwilling to allow the city(developer) to acquire the necessary right-of-way.

Mr. Gentry understands that the city could proceed with condemnation but would rather provide temporary slope and construction easements. In this instance, the temporary and construction easements will be adequate to allow the necessary improvements. In this type of alternative, staff believes the developer should still be held accountable for either acquiring the right-of-way or paying a fee in lieu. Current city policy does not allow for a fee in lieu of right-of-way acquisition. City staff recommends that the developer should be responsible for contributing their proportionate share by submitting the monetary difference in the appraised cost of acquiring the temporary slope and construction easements and, the full right-of-way.

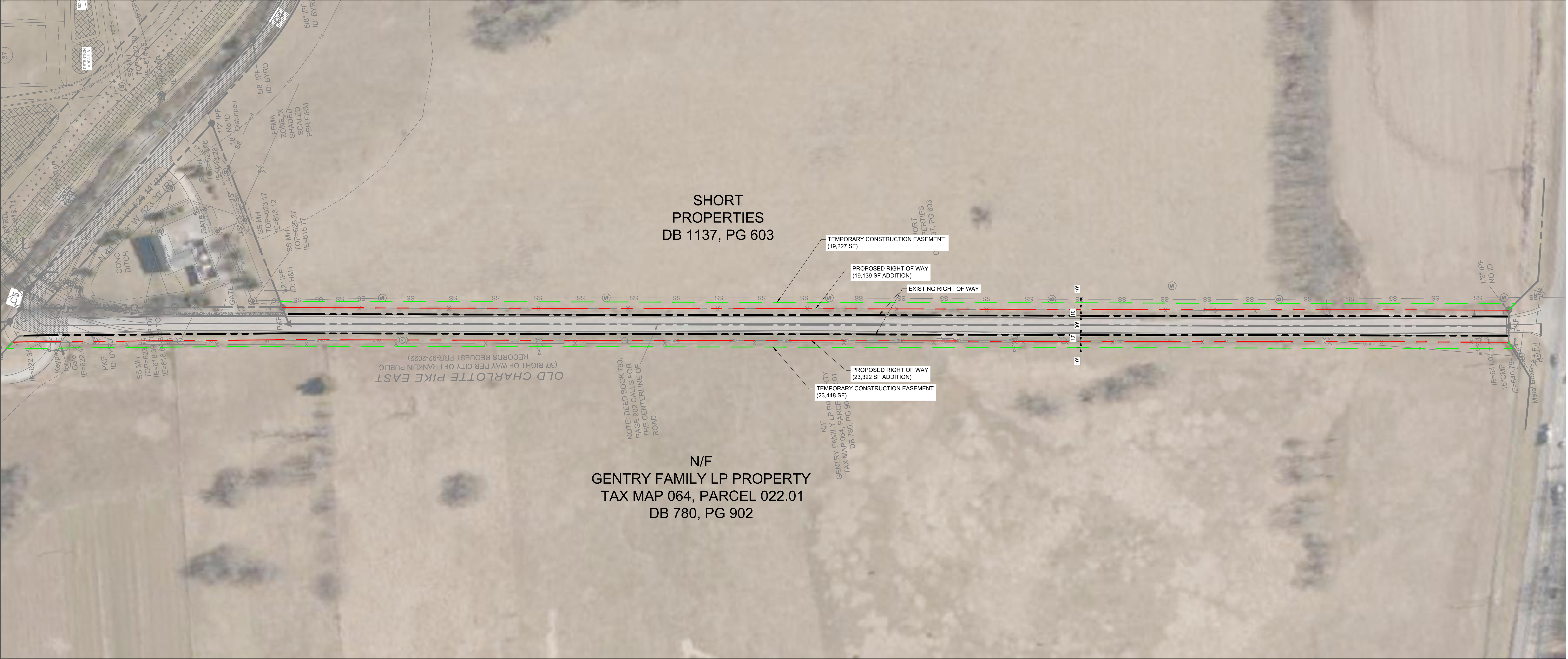
While this is not an ideal solution and potentially places the city in the position of acquiring this same right-of-way in the future at a greater cost, it does provide the BOMA with an alternative when unique circumstances exist. If BOMA concurs with this approach, staff would proceed with drafting an amendment to the Municipal Code for consideration. Staff also recommends funds acquired under this ordinance be required to be used in the same quadrant where the fee in lieu was generated for use to fund the acquisition of right-of-way or construction of collector and arterial roads that increase vehicle capacity.

FINANCIAL IMPACT:

The financial impact and risk vary. As noted above, this is not an ideal solution but does require the proposed development to contribute its proportionate share for contributing to the city's infrastructure. Should the BOMA decide to proceed with an ordinance amendment, it does potentially place the City in the position of acquiring this same right-of-way in the future at a greater cost, but does provide the BOMA with an alternative when unique circumstances exist.

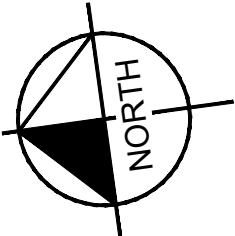
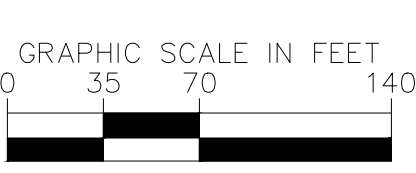
RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen authorize staff to proceed with drafting an ordinance amendment for consideration.



OLD CHARLOTTE PIKE RIGHT OF WAY AND EASEMENT EXHIBIT

HAMILTON PUD - FRANKLIN, TENNESSEE



Kimley»Horn

MARCH 3, 2022



File #: 21-03204

DATE: May 4, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator

SUBJECT:

Discussion Regarding Ward Boundary Updates.
WS 12/14/21

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the realignment of Aldermanic Ward boundaries to equalize the population within the four Aldermanic Wards.

BACKGROUND/STAFF COMMENTS:

By its Charter, the City of Franklin provides citizen representation through the Board of Mayor and Aldermen (BOMA). The Mayor and four At-Large Aldermen are elected by the full electorate on a four-year cycle. The Ward Aldermen each represent one of the City's four wards and also serve four-year terms. In compliance with the standards of equal voting rights, the City of Franklin must use data from the 2020 decennial census to ensure the populations of the four wards within the City of Franklin. The City's existing ward boundaries were established in 2011.

As of the 2020 census, Franklin's population has grown to 83,454, a growth of 33.6% over the past 10 years. Based on the 2020 census count, the City's current ward districts have the following population distribution (the current Alderman Ward map is attached):

- Ward 1: 21,595
- Ward 2: 18,087
- Ward 3: 24,223
- Ward 4: 19,549

In order to provide a relative balance and "equal voice" for Franklin citizens, it is the City's practice to adjust the boundaries so the population of the four wards is generally equal. Based on the 2020 census population (total population of 83,454), the "target population per ward is approximately 21,000. At a previous work session, the Board discussed an option for revising the wards. Based on feedback from the Ward Aldermen, additional options have been developed for consideration.

The Board may choose to accept or amend this proposed adjustment to the City's Ward boundaries. Additional options and configurations can be developed at the Board's request.

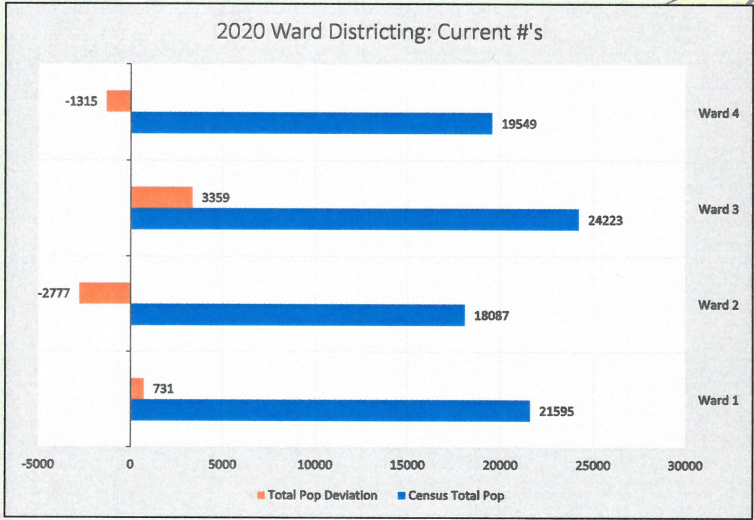
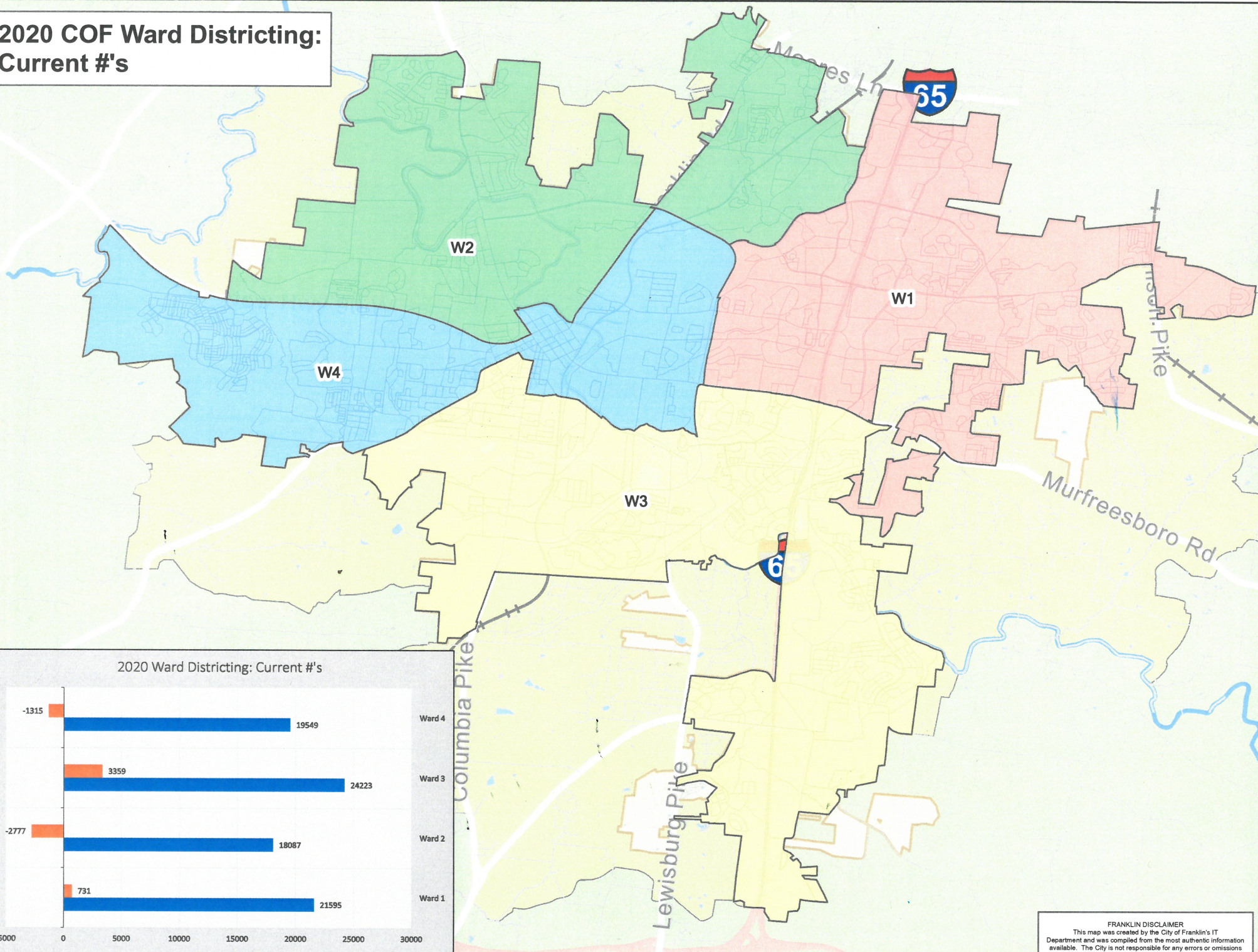
FINANCIAL IMPACT:

N/A

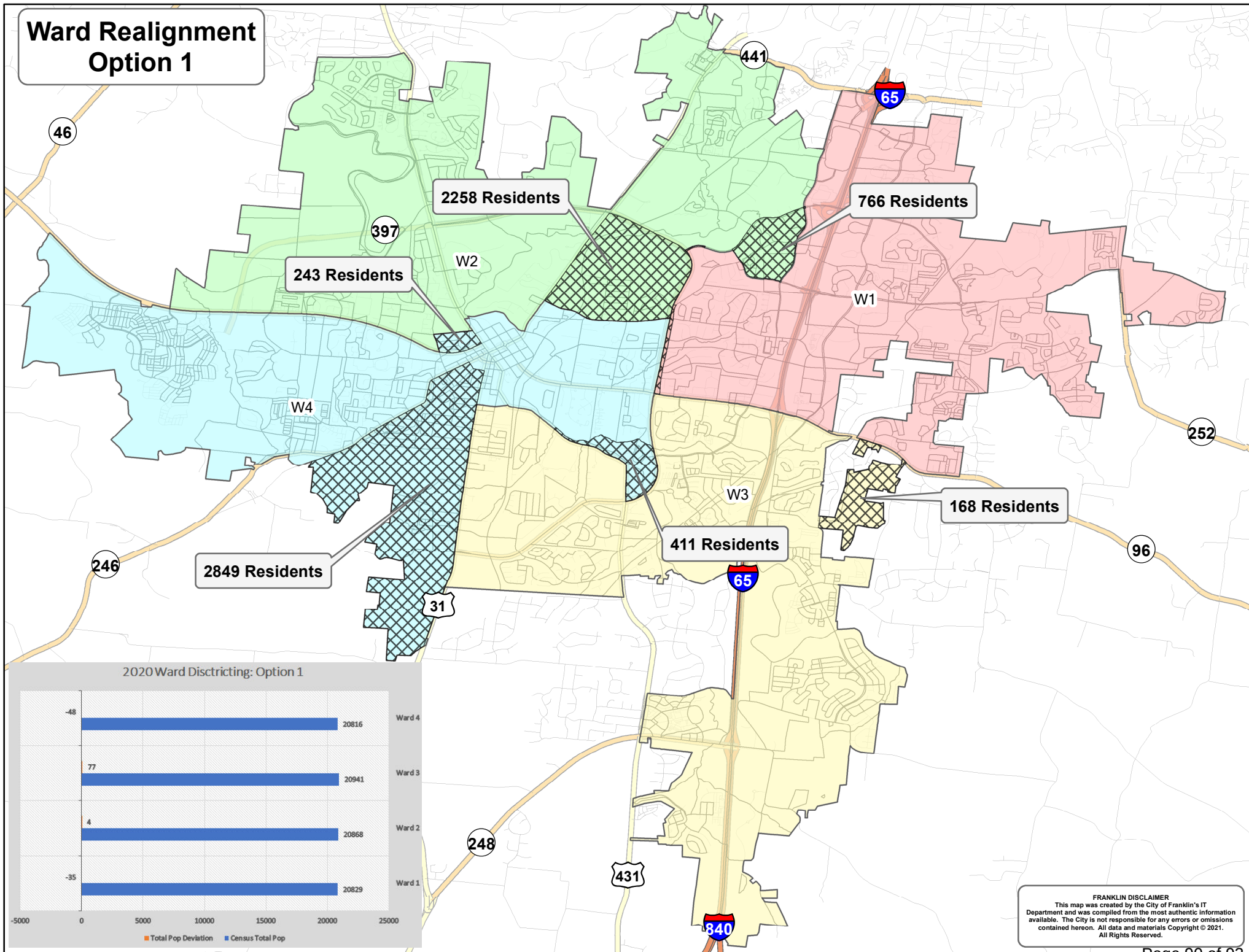
RECOMMENDATION:

Direction from the Board regarding the configuration of the City's Aldermanic Wards is sought. Once the Board has provided direction, an ordinance updating the Ward boundaries will be drafted and brought forward for consideration.

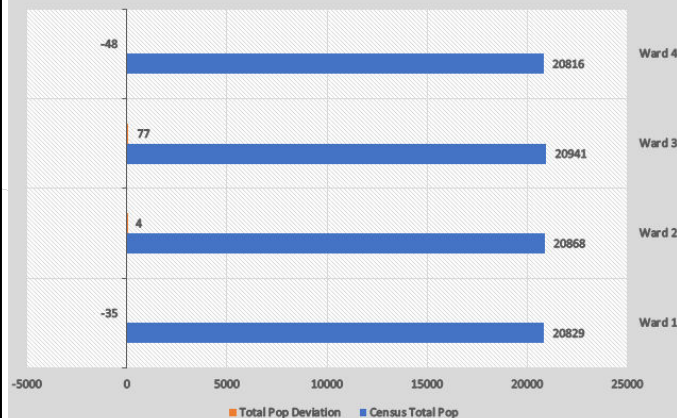
2020 COF Ward Districting: Current #'s



Ward Realignment Option 1

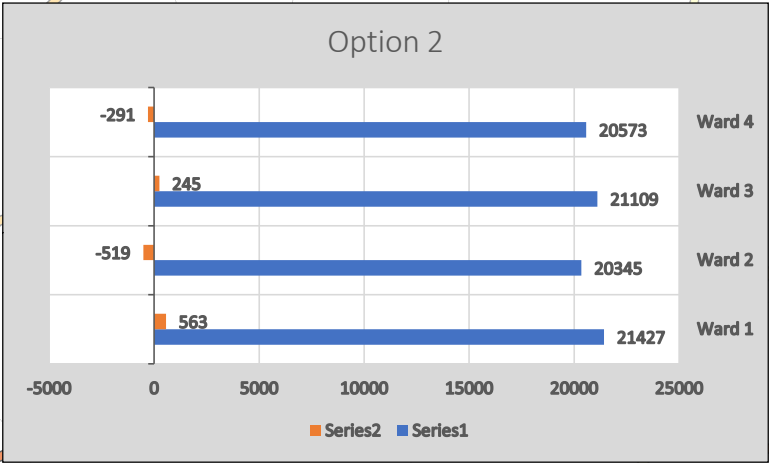
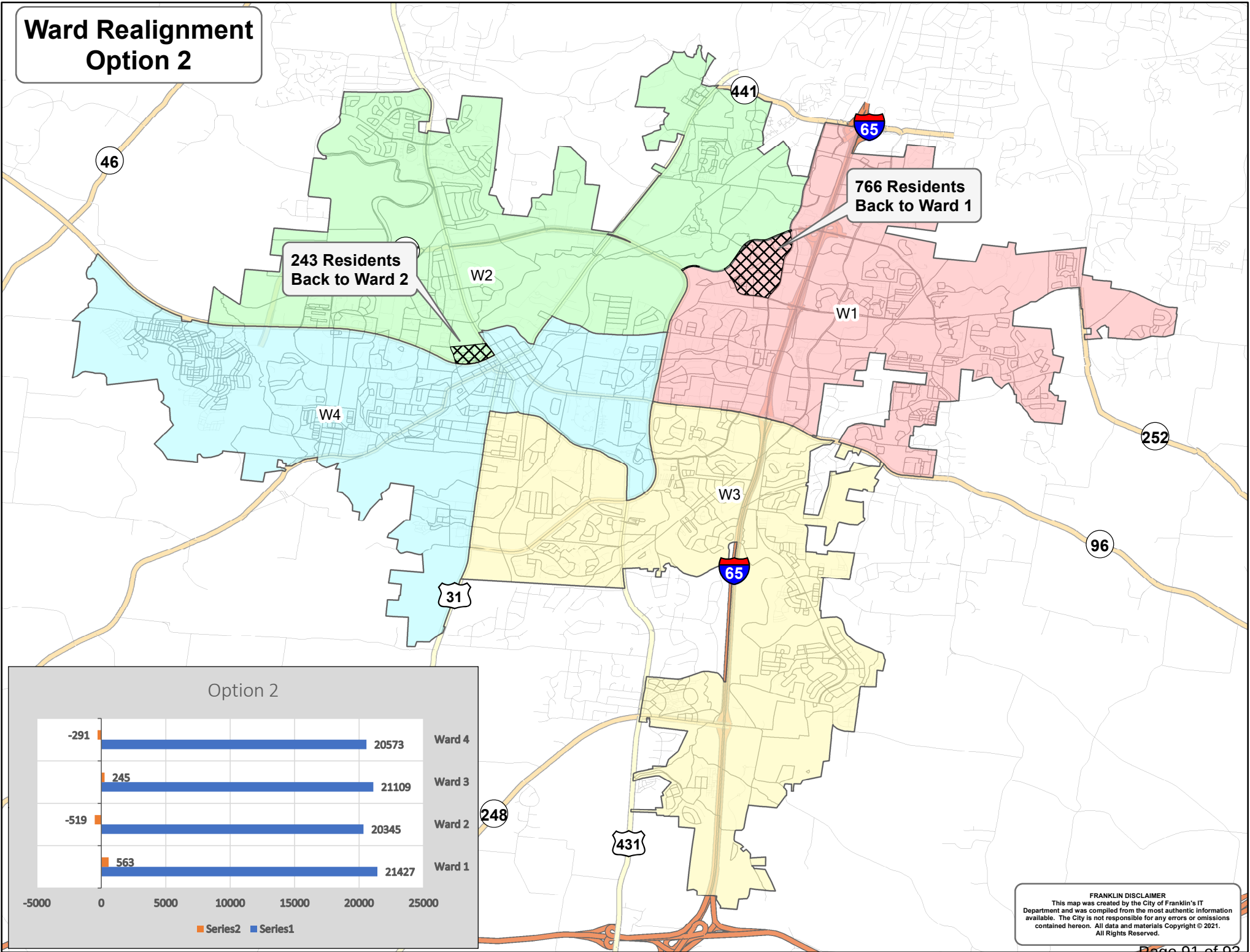


2020 Ward Districting: Option 1



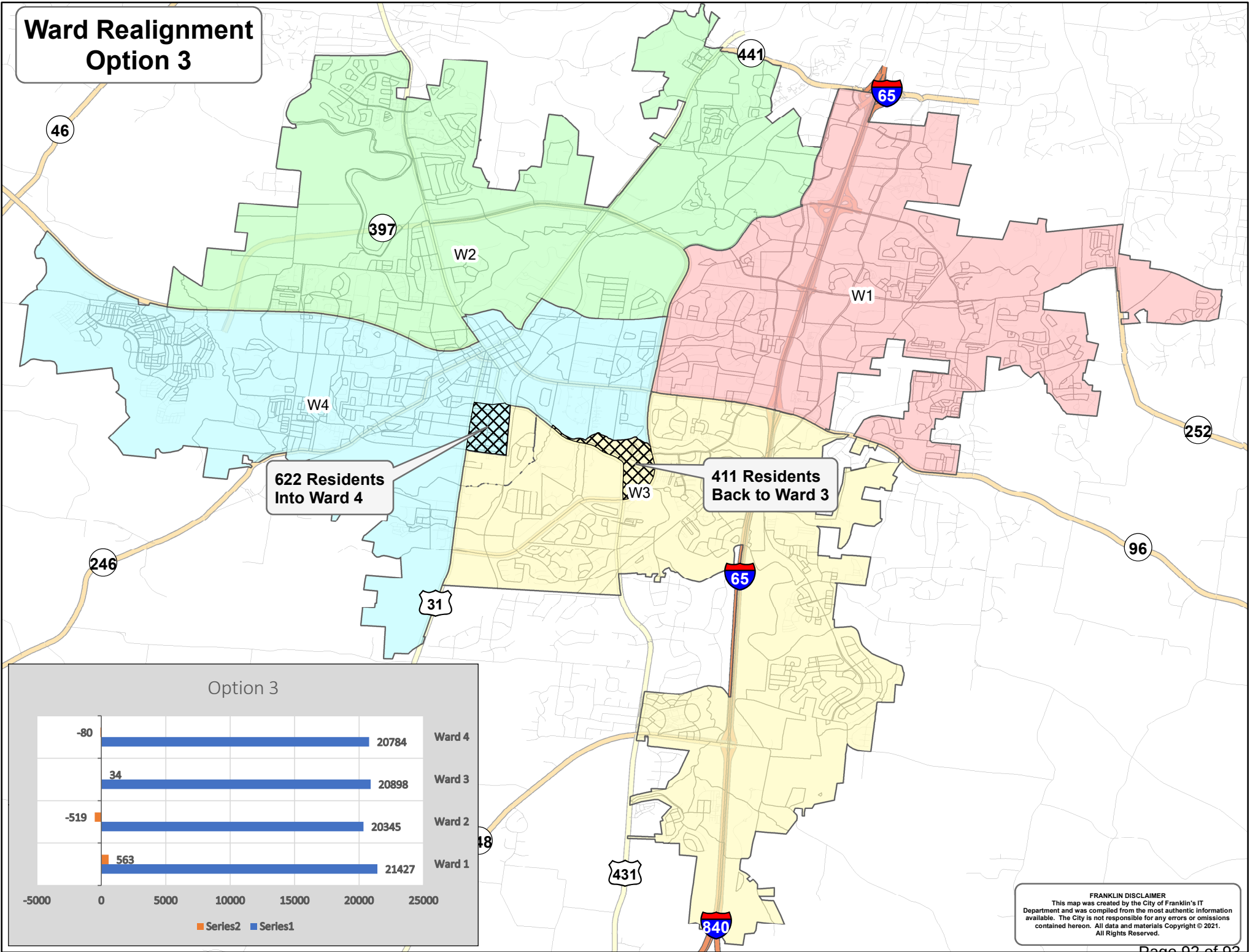
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Ward Realignment Option 2



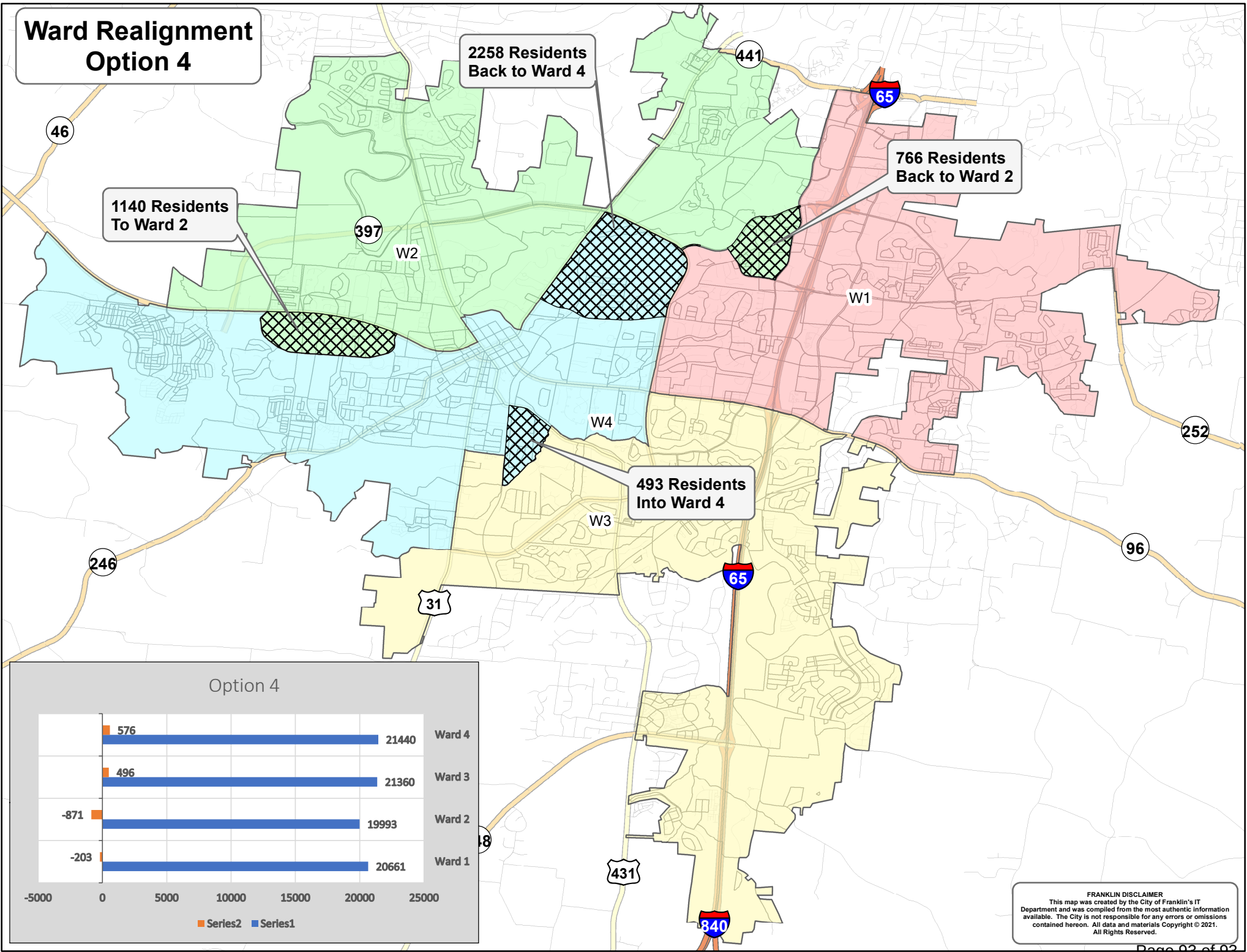
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Ward Realignment Option 3



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Ward Realignment Option 4



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