



Meeting Agenda

Work Session

Tuesday, June 14, 2022

5:00 PM

Board Room

CALL TO ORDER

CITIZEN COMMENTS

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

WORK SESSION DISCUSSION ITEMS

1. Civil War Historical Commission Presentation

Sponsors: Emily Wright, Kelly Dannenfelser, Amanda Rose

2. Discussion Concerning Liberty Hills Pond

Sponsors: Paul Holzen

3. Discussion Of Williamson County Growth Plan Update And Property Owner Requests For Removal From The Franklin Urban Growth Boundary.

WS 8/10/21; 10/12/21; 11/9/21; 11/23/21; 4/12/22

Sponsors: Emily Wright, Andrew Orr, Eric Conner

4. *Consideration Of Amendment 1 To COF Contract No. 2021-0318, A Professional Services Agreement With Hethcoat & Davis For Forrest Crossing No. 1 And Riverview Pump Station Improvements At A Cost Increase Not To Exceed \$22,865.

Sponsors: Michelle Hatcher, Brian Goodwin, Patricia McNeese

5. *Consideration Of Procurement Award To Sun Life Assurance Company Of Canada, Of Wellesley Hills, Massachusetts, In The Total Estimated Amount Of \$596,340.48 For The Year Beginning July 1, 2022 For Stop-Loss Insurance For Group Health And Prescription Drug Programs For Employees And Retirees For A Term Of Award, For The Human Resources Department (Purchasing Office Procurement Solicitation No. 2022-021; Contract No. 2022-0136).

Sponsors: Kevin Townsel, Sara Sylvis

6. Consideration Of COF Contract No. 2022-0087, Parkland Impact Fee (Payment Of Fee Only) Agreement For The Cottages Of 509 Hill Drive Between The City Of Franklin And 509 Hill Drive, LLC.

Sponsors: Lisa Clayton

7. Consideration of Draft COF Contract No. 2021-0236, A Professional Services Agreement With Windrow Phillips Group To Provide Lobbying And Advisory Services On Behalf Of The City Of Franklin.

Sponsors: Shauna Billingsley

8. Consideration Of Ordinance 2022-03 To Amend Title 16, Chapter 5 Of The City Of Franklin Municipal Code, Special Events And Temporary Street Closures To Address Public Gathering And Expression Events.

Sponsors: Shauna Billingsley

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 #: 21-03276

DATE: May 25, 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:

Civil War Historical Commission Presentation

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Civil War Historical Commission.

BACKGROUND/STAFF COMMENTS:

The City's Boards and Commissions are providing annual reports to the BOMA.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the annual report.

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

Civil War Historical Commission
June 2022

Steve Bacon, Alderman Patrick Baggett (BOMA),
Rich Buckner (Chair), Heather Doleshel,
Rachael Finch, Sam Gant, Eric Jacobson,
Kelly Kautzman, Pam Lewis, Alma McLemore,
Mary Pearce, Clay Perry, Alan Simms

NOTE: The Mayor is currently evaluating citizen
letters of interest to fill 2-5 vacancies.

MEMBERS

MEETINGS

Second Thursday of
every other month
at 8:00 AM

CURRENT

HISTORIC WAYFINDING PLAN

The BOMA approved the CWHC's Historic Wayfinding Plan for the City in January 2022. The Chair and the City staff continue to work order all sign materials, coordinate sign wording, approve all specific locations in light of infrastructure and sight line considerations, and fabricate all signs for installation. Installation is phased and will take several months to complete.

CURRENT

U.S. LINE MARKERS PROPOSAL

The Commission is working to develop a proposal for BOMA's consideration that demarcates where the main U.S. Army defense lines were located during the Battle of Franklin on November 30, 1864. Concrete obelisks of a 4' height will be placed on either side of ten state and city roads. Using these markers as a reference point, locals and visitors can visually identify where the forces were located to better understand how the battle enveloped much of the central Franklin area and to obtain a sense of how much the landscape has evolved since the time of the Civil War.

CURRENT

COF HISTORIC PARKS AUDIO TOUR UPDATES

Now that the Historic Wayfinding Plan is in place, the Commission plans to start evaluating the COF Historic Park audio tours for accuracy, consistent messaging, appropriate timing, and additional interpretation needs. The program currently has 15 stops. Plans include working with the City staff to develop updated print and digital brochures, and perhaps develop a new interactive Story Map feature, upon conclusion of the audio updates.

OUTLOOK

WAYFINDING SIGN PROGRAM ENHANCEMENT FOR I-65

In conjunction with the Historic Wayfinding Plan, the Commission would like to explore opportunities to address existing interstate signs for consistency in branding.

OUTLOOK

**CONTINUED ADVOCACY FOR
COF HISTORIC CEMETERIES**

The Commission will need to work collaboratively with the City staff to advance current initiatives.

RESOURCE
S



Questions?



File #: 21-03279

DATE: May 26, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering

SUBJECT:

Discussion Concerning Liberty Hills Pond

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the Liberty Hills Pond.

BACKGROUND/STAFF COMMENTS:

Over the past few years, city staff met numerous times with the HOA leadership to discuss the cost and problems associated with the existing Liberty Hills Pond. At this point, the HOA is considering two options and they need to obtain feedback from the Board of Mayor and Aldermen prior to proceeding with a decision. Option 1 is to move forward with a dredging project and option 2 is to remove the pond and convert the pond back to its original stream. To facilitate a decision, the HOA and the City of Franklin need to understand the short and long term financial costs associated with the two options. Staff will walk the Board of Mayor and Aldermen through a short presentation on the two projects. The goal of the presentation is to obtain feedback from the Board of Mayor Aldermen to better understand the level of commitment the city is willing to provide the HOA.

Below is the history associated with Liberty Hills Pond:

December 14, 2004 - The Board of Mayor and Aldermen (BOMA) approved an agreement with HFR, Inc. to survey the Liberty Hills pond in the amount of \$9,000.

August 9, 2005 - BOMA approved an Agreement with Sullivan Engineering, Inc. to design improvements for the Liberty Hills pond in the amount of \$36,250.

August 9, 2005 - BOMA approved a "Resolution Approving the Establishment of a Regional Stormwater Detention Facility".

August 9, 2005 - The Liberty Hills Homeowners Association and City of Franklin entered into an easement agreement that is recorded at Williamson County Registers of Deeds. This easement agreement grants the City access to make repairs, perform maintenance, and make drainage improvements to the existing pond. This easement agreement does not define the level of

maintenance required by the City, but simply allows the City to access the property for emergency maintenance or as deemed appropriate by City Administration or the Board of Mayor and Aldermen.

August 13, 2006 - BOMA approved a construction agreement with Contracting Services, Inc. for improvements and dredging of the Liberty Hills pond in the amount of \$195,195.00

November 19, 2015 - BOMA approved a Professional services Agreement (COF Contract No. 2015-0356), with Civil & Environmental Consultants, Inc. to evaluate potential solutions to address flooding and streambank erosion in the Royal Oaks Subdivision. The study area included the Liberty Hills HOA's private pond.

May 1, 2019 - City staff received the final Liberty Hills Feasibility Study from Civil & Environmental Consultants, Inc. Civil & Environmental Consultants, Inc. analyzed fifteen potential solutions to reduce flooding along Ralston Creek and around the Liberty Hills Pond. In summary, after years of evaluation, staff concluded that this pond provided no regional benefit and was simply a private amenity to the HOA. Should the City desire to maintain the pond, the best option identified is to remove the pond, restore the pond back to its original state as a stream, establish a 60' riparian buffer and install a culvert that would not increase or decrease flow and flooding upstream and downstream of the pond.

August 25, 2020 - the City of Franklin received a letter from Brandes B. Holcomb, the HOA's attorney, requesting the city to adhere to an August 9th, 2005 resolution and easement agreement.

May 11, 2021 and July 13, 2021 - Based on consultant findings of "no regional" benefit, City staff recommended consideration of a resolution rescinding the previous designation of Liberty Hills as a regional detention facility. The Board directed that the staff provide a more comprehensive review of similar detention facilities across the community.

January 25, 2022 - The Board of Mayor and Aldermen voted to disapprove the resolution to rescind the designation of Liberty Hills Pond. The Board also directed that City staff to work with the Liberty Hills HOA to evaluate options related to the pond maintenance for further consideration.

Over the past several months, City staff has worked with the Liberty Hills HOA to evaluate the options and provide cost estimates for these options. Project cost estimates were provided by a contractor.

May 24, 2022 - The Board of Mayor and Aldermen received a report from staff highlighting the option to use American Rescue Plan Act (ARPA) funding through the Tennessee Department of Environment and Conservation for the stream option related to Liberty Hills Pond. City staff subsequently reviewed the options and estimated costs with the neighborhood, along with the option to pursue ARPA funding through the State of Tennessee.

FINANCIAL IMPACT:

Option \$900,000

1

Option 1A The City of Franklin is not willing to provide any financial assistants to the HOA related to the dredging of the existing pond.

Option 1B The City of Franklin is willing to move forward with a one time project to dredge the pond. Cost will be based on drainage acreage and shared between the City and HOA. All future maintenance and dredging cost associated with the pond will be at the cost of the Liberty Hills HOA.

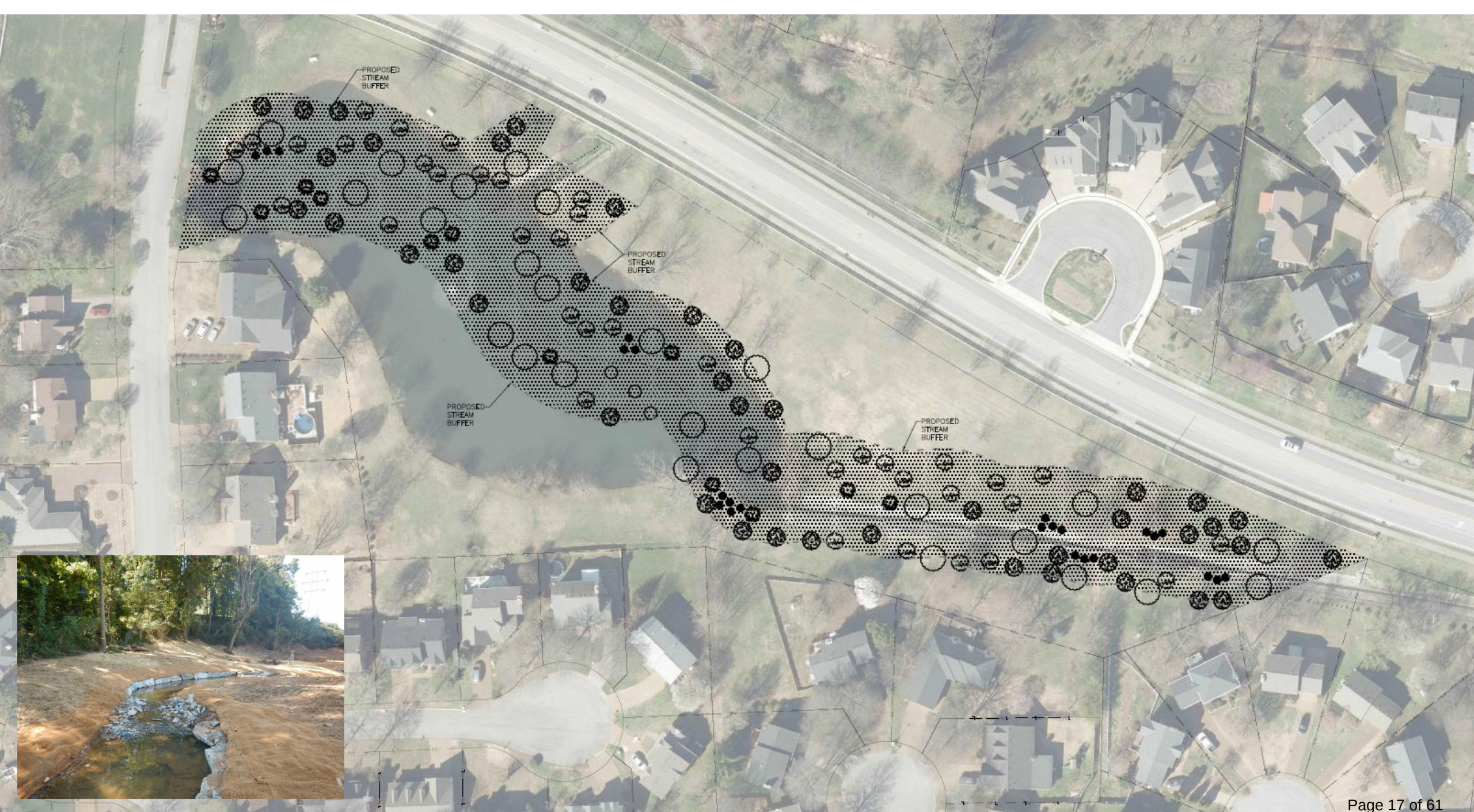
Option 1C The City of Franklin is willing to move forward with the dredging of the pond now and continue to dredge the pond every 10-15 years as needed.

Option \$1,150,000 The City of Franklin is willing to move forward with the removal of the Liberty Hills
2 Pond. The HOA will be responsible for all future maintenance of the open space.

Option 2 appears to be eligible for funding through Tennessee Department of Environment and Conservation (TDEC) grant funding related to the American Rescue Plan Act (ARPA). This grant would result in 65% of costs being provided by the TDEC and 35% coming from the City of Franklin. Based on TDEC guidance, Option 1 (A-C) would not be eligible for grant funding.

RECOMMENDATION:

Staff recommends proceeding with Option 2 and pursue funding assistance via the American Rescue Plan. This recommendation is contingent upon support from the Liberty Hills HOA.



Option 1: Keep Pond and Dredge			Option 2: Remove pond and Restore Stream								
Est. Pond Dredging Cost			Est. Stream Project Cost								
\$100,000.00	Survey		\$100,000.00	Survey							
\$150,000.00	Design		\$200,000.00	Design							
\$650,000.00	Construction		\$850,000.00	Construction							
\$900,000.00	Total Estaimted Cost		\$1,150,000.00	Total Estaimted Cost							

Annual Maintenance Cost Forecast for Liberty Hills Pond (10 years)-Option 1: Keep Pond and Dredge											
Year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	Total
Algae control	\$ 6,749.18	\$ 6,951.66	\$ 7,160.21	\$ 7,375.01	\$ 7,596.26	\$ 7,824.15	\$ 8,058.87	\$ 8,300.64	\$ 8,549.66	\$ 8,806.15	\$ 77,371.78
Lake pump	\$ 5,935.91	\$ 6,113.99	\$ 6,297.41	\$ 6,486.33	\$ 6,680.92	\$ 6,881.35	\$ 7,087.79	\$ 7,300.42	\$ 7,519.43	\$ 7,745.02	\$ 68,048.56
Pond Dredging	\$ 900,000.00	\$ 92,700.00	\$ 95,481.00	\$ 98,345.43	\$ 101,295.79	\$ 104,334.67	\$ 107,464.71	\$ 110,688.65	\$ 114,009.31	\$ 117,429.59	\$ 1,841,749.14
Total	\$ 912,685.09	\$ 105,765.64	\$ 108,938.61	\$ 112,206.77	\$ 115,572.97	\$ 119,040.16	\$ 122,611.37	\$ 126,289.71	\$ 130,078.40	\$ 133,980.75	\$ 1,987,169.48
NOTE 1: Pond Dredging included in year 2024											
NOTE 2: Annual cost assumes the pond needs to be dredged every 10 years											
NOTE 3: Annual inflation was estimated at 3%											
NOTE 4: We do not anticipate any additional annual maintenance cost for Option 2 except for monthly trash pickup											
NOTE 5: All cost are annualized											

Option 1	\$900,000	Estimated cost for a one time pond dredging project of Liberty Hills Pond.
	Option 1A	The City is not willing to provide any financial assistants to the HOA related to the dredging of the existing pond.
	Option 1B	The City of Franklin is willing to move forward with a one time project to dredge the pond. Cost will be based on drainage acreage and shared between the City and HOA. All future maintenance and dredging cost associated with the pond will be at the cost of the Liberty Hills HOA.
	Option 1C	The City of Franklin is willing to move fwoard with the dreging of the pond now and continue to dredge the pond every 10-15 years as needed.
Option 2	\$1,150,000	The City Franklin is willing to move forward with the removal of the Liberty Hills Pond. The HOA will be responsible for all future maintenance of the open space.



File #: 21-03185

DATE: May 9, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Emily Wright, Planning Director
Andrew Orr, Long Range Planning Supervisor
Eric Conner, Principal Planner

SUBJECT:

Discussion Of Williamson County Growth Plan Update And Property Owner Requests For Removal From The Franklin Urban Growth Boundary.
WS 8/10/21; 10/12/21; 11/9/21; 11/23/21; 4/12/22

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning property owner requests for removal from the Franklin UGB.

BACKGROUND/STAFF COMMENTS:

During the fall of 2021, the City solidified its proposed Urban Growth Boundary (UGB) recommendation as part of preparations for the initiation of the Williamson County Growth Plan Update process. Since that time, multiple property owners have contacted the staff requesting to be removed from the UGB. During the 4/12/22 Work Session, the property owners addressed the Board and explained their situations and rationale for removal. There seemed to be Board support for the removal of the requested parcels. The attached maps identify the locations of the properties seeking to be removed and the staff's recommendations for the updated UGB.

Three property owners along US 31 Columbia Pike, near the Thompsons Station city limits and shared UGB line, have requested removal: Barry Alexander Farms LLC (255.62 acres), Southview Community Church (13 acres), and A 1 Homebuilders Inc (170 acres). These three properties are located along the fringe of the UGB. Based upon their location along the fringe of the UGB, distance from current city limits, their unique situations, and the Board's previous guidance on trying to accommodate property owner requests, the staff recommends removing these properties from the UGB. If the A 1 Homebuilders property is removed, the staff also recommends removal of the South Point county subdivision that is surrounded by the A 1 Homebuilders property, as well as a landlocked five-acre parcel, both of which are shown in a red hatch on the attached map of the subject area.

Two property owners along Carters Creek Pike have requested removal from the UGB: Southall Farms (approximately 400 acres) and the owner of the property located at 1951 Carters Creek Pike

(28.93 acres). Southall Farms was approved as a County development and is located near the edge of the UGB. Southall Farms has constructed an alternative wastewater system that serves their main campus. They also own three parcels on the north side of Carters Creek Pike that are zoned Municipal Growth Area-Hamlet (MGA-H) which is a different county zoning district than their main campus, which is zoned Municipal Growth Area 1 (MGA-1). The County does not allow properties zoned MGA-H to utilize alternative wastewater systems and there is available capacity to serve these three parcels. Removal from the UGB would address this situation. The Williamson County Planning Department has discussed proposing a potential text amendment to allow for alternative systems for properties zoned MGA-H to accommodate this particular request, but that could have unintended consequences for other properties throughout the urban growth areas.

City staff has provided three options for how to proceed. Option 1 shows no change and would leave both properties in the UGB. However, due to the buildout of Southall Farms on an alternative system and the change in annexation laws in 2015, it is unlikely the basin will ever be comprehensively annexed and served by city sewer. Moreover, the overarching vision for the area is to maintain its rural character. Option 2 removes 1951 Carters Creek Pike and Southall Farms and leaves all other properties in the basin. It would likely require at least three pump stations and corresponding force mains to serve the basin. Option 3A is the Water Department's preferred option because it includes areas that can be served by City sewer in a relatively efficient manner by utilizing only one pump station, which reduces the City's long-term maintenance obligations. However, Option 3A does not meet all of the guidance received from the BOMA. The staff believes Option 3B meets many of the goals established by the BOMA by revising the UGB to align with property owner requests, maintains the future Mack Hatcher right-of-way and surrounding parcels, but also removes areas that would be difficult to serve and unlikely to be annexed into the City of Franklin in the next twenty years. The Water Department is also supportive of Option 3B.

The state law prescribes the process for updating UGBs and sets forth required information from each municipality including population projections, land use data, justification for proposed changes, estimated infrastructure costs to build out the UGB, impacts to any forests, recreational areas, wildlife management areas, and agricultural lands. In accordance with state law, each municipality's UGB shall:

1. Identify territory that is reasonably compact yet sufficiently large to accommodate residential and nonresidential growth projected for the next twenty (20) years;
2. Identify territory that is contiguous to the existing boundaries of the municipality;
3. Identify territory that a reasonable and prudent person would project as the likely site of high density commercial, industrial and/or residential growth over the next twenty (20) years based on historical experience, economic trends, population growth patterns, and topographical characteristics (professional planning, engineering, and/or economic studies may also be considered);
4. Identify territory in which the municipality is better able and prepared than other municipalities to efficiently and effectively provide urban services;
5. Reflect the municipality's duty to facilitate full development of resources within the current boundaries of the municipality and to manage and control urban expansion outside of such current boundaries, taking into account the impact to agricultural lands, forests, recreational areas and wildlife management areas.

The Williamson County Growth Plan adoption process has not officially started. Once initiated, each municipality and the County Commission will hold two public hearings. Following these two hearings, each municipality and the County will formally propose any amendments to the Coordinating Committee. The Coordinating Committee will also host two public hearings and make any adjustments to the proposed Growth Plan. After holding two public hearings, the Coordinating Committee will vote on the final Growth Plan to the County and Municipal legislative bodies. The

County and each city will then vote on the proposal. If all vote to approve the proposal, the Local Government Planning and Advisory Committee will vote to ratify it.

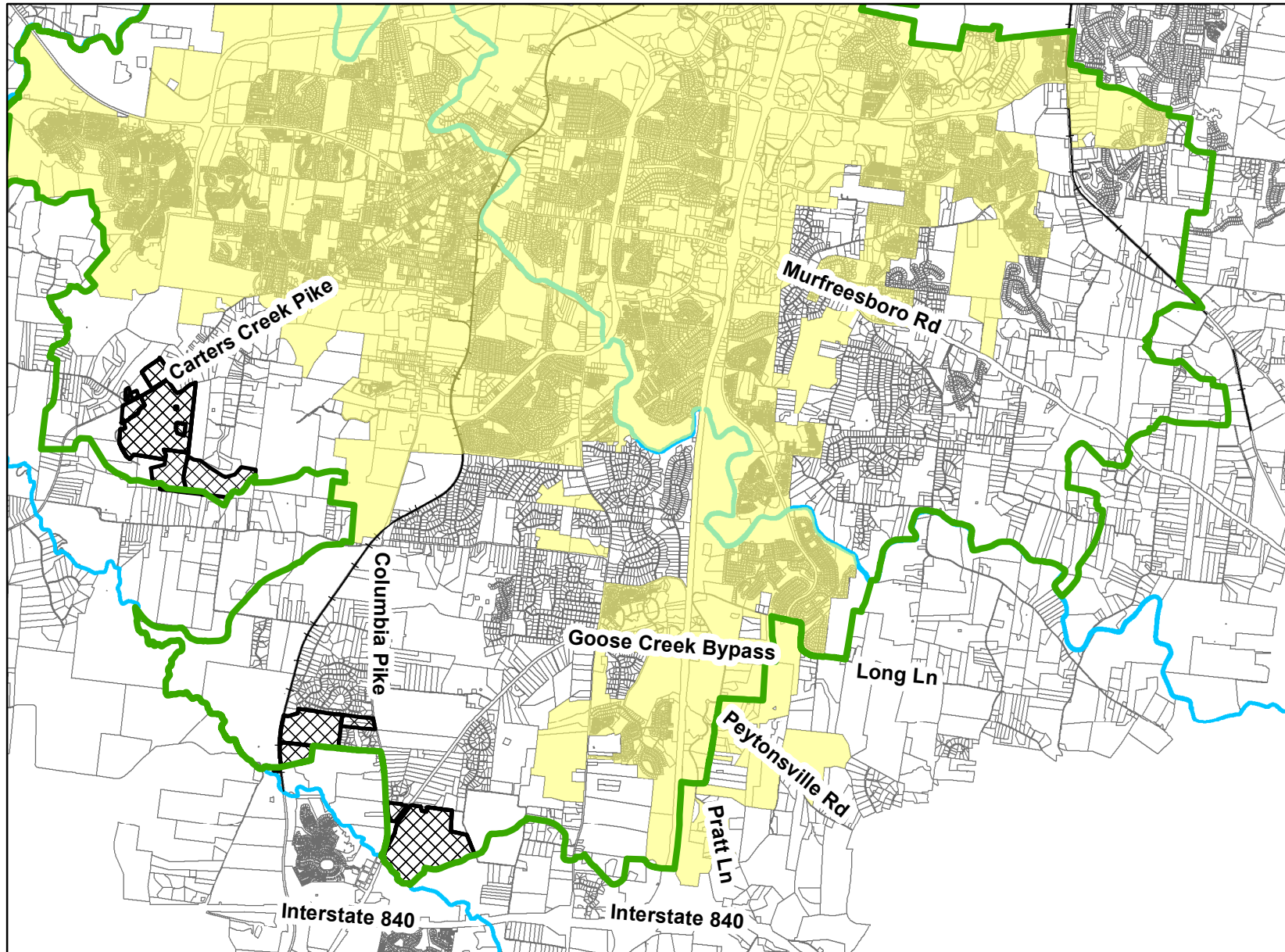
FINANCIAL IMPACT:

N/A.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the Williamson County Growth Plan Update. While the Growth Plan process has yet to formally begin, the City continues to prepare for adjustments to the UGB that the City will recommend for consideration in the upcoming process.

Parcels Requesting UGB Removal



Legend

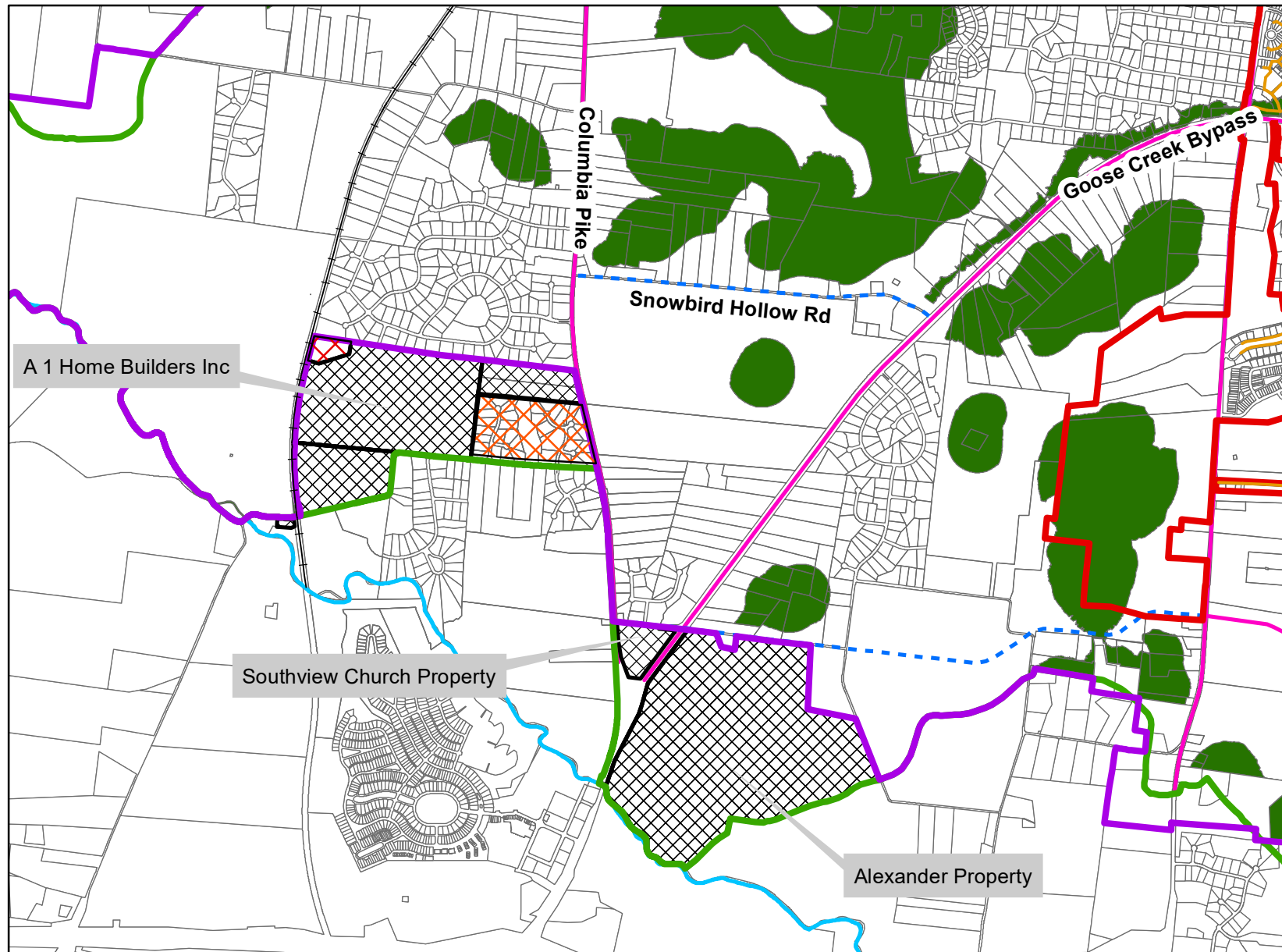
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|--|--|
|  Current Franklin UGB |  Parcels requesting removal |
|  Parcels |  Current City Limits |
|  Railroad Centerline |  Harpeth River |



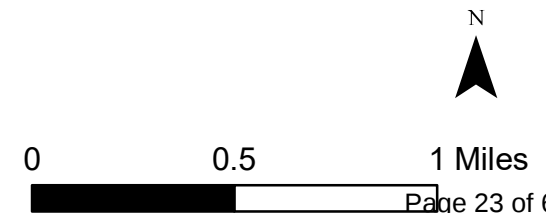
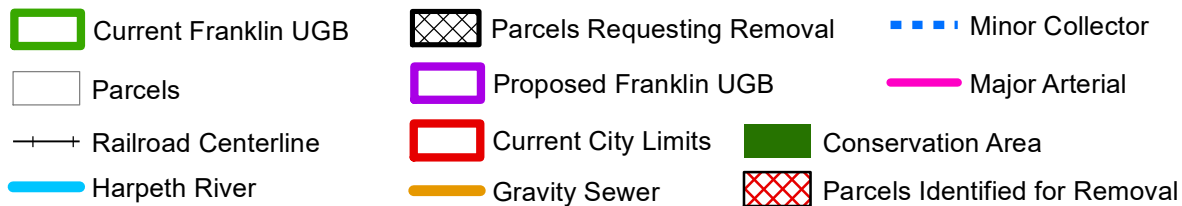
0 1.25 2.5 Miles



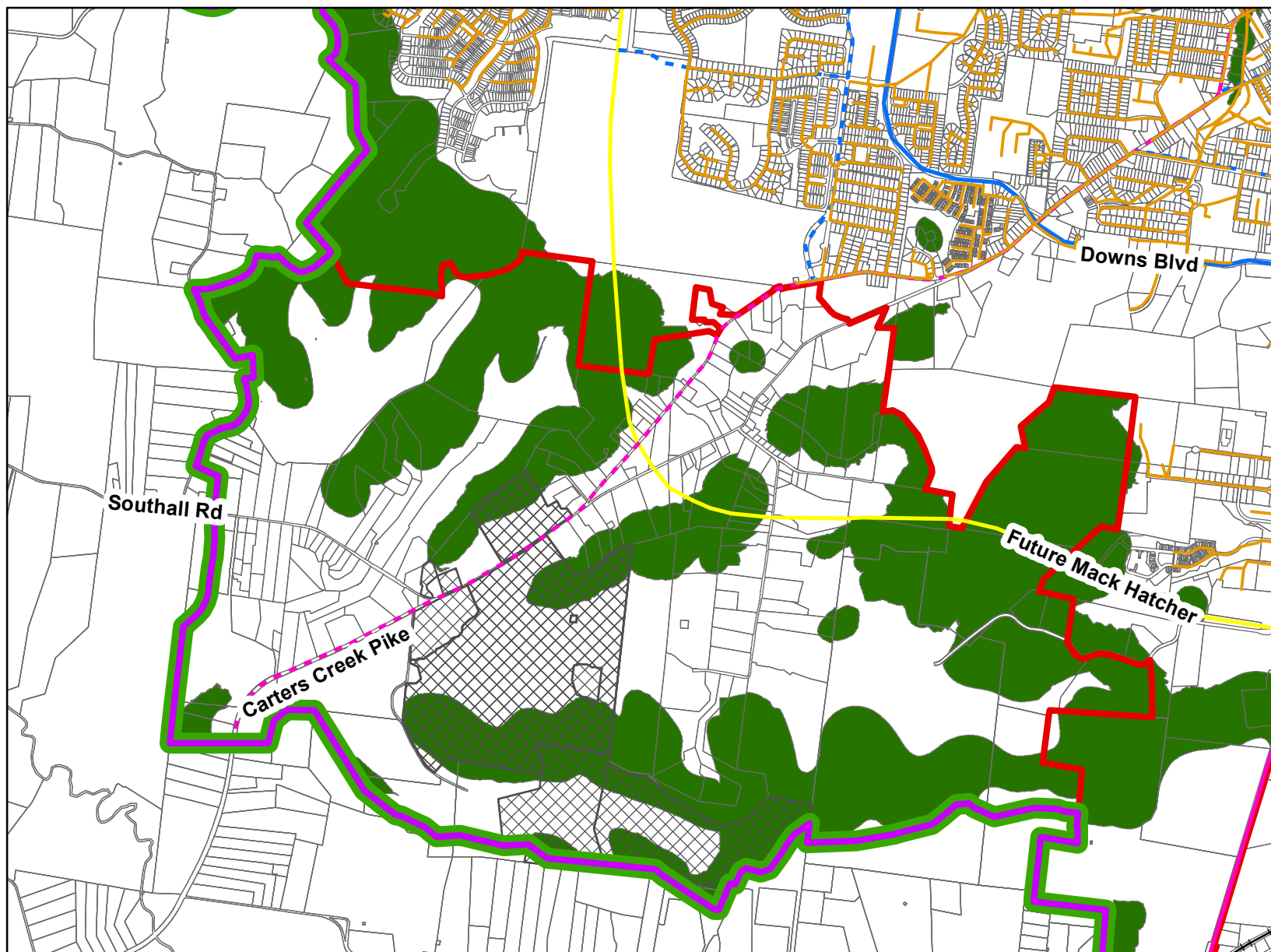
Parcels Requesting UGB Removal



Legend



Option 1: No Change



Legend

- | | | |
|----------------------------|-----------------------|-------------------------------------|
| Current Franklin UGB | Proposed Franklin UGB | Envision Franklin Conservation Area |
| Parcels | Current City Limits | Gravity Sewer |
| Railroad Centerline | Expressway | Collector |
| Parcels Requesting Removal | Major Arterial | Minor Collector |
| | Minor Arterial | |

0 0.5 1 Miles

Option 1 - No Change

 Proposed Gravity Main

 Sanitary Sewer Pumps

 Parcels

 Urban Growth Boundary

 City Limits



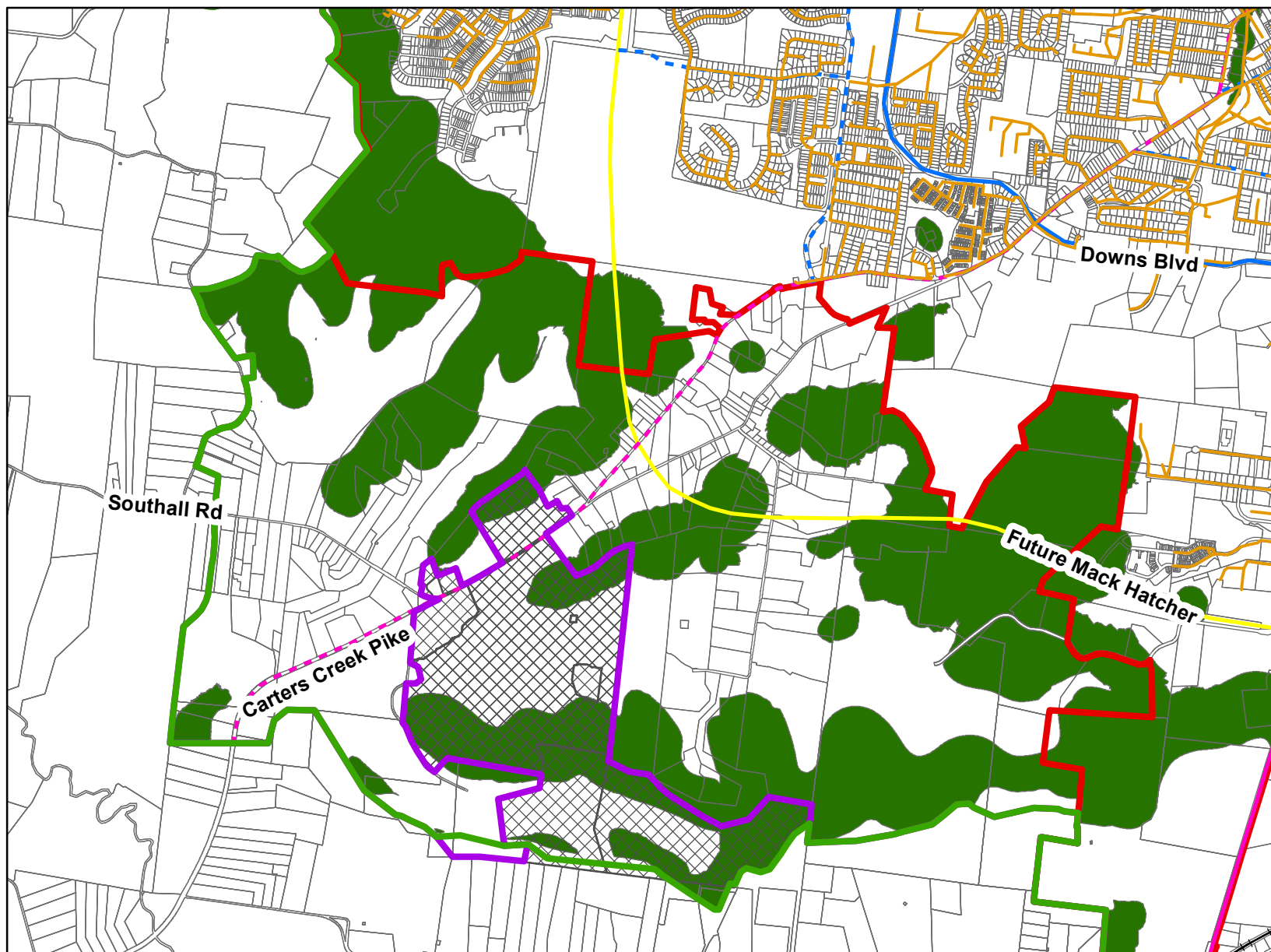
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0.5

1 Miles



Option 2: Removal of Requested Parcels Only



Legend

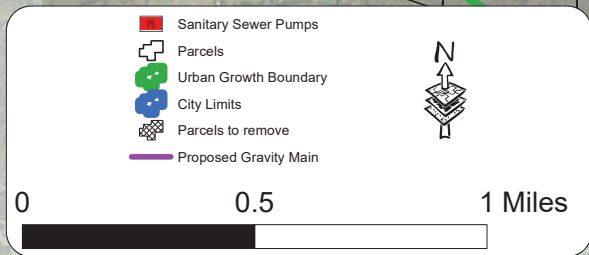
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|----------------------------|-----------------------|-------------------------------------|
| Current Franklin UGB | Proposed Franklin UGB | Envision Franklin Conservation Area |
| Parcels | Current City Limits | Gravity Sewer |
| Railroad Centerline | Expressway | Collector |
| Parcels Requesting Removal | Major Arterial | Minor Collector |
| | Minor Arterial | |

0 0.5 1 Miles

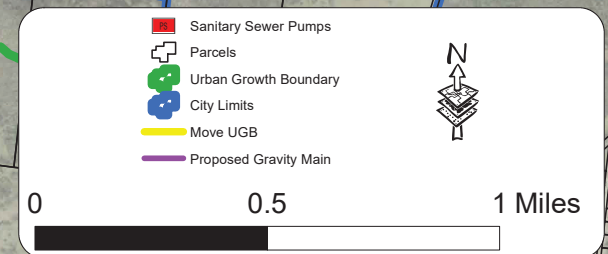
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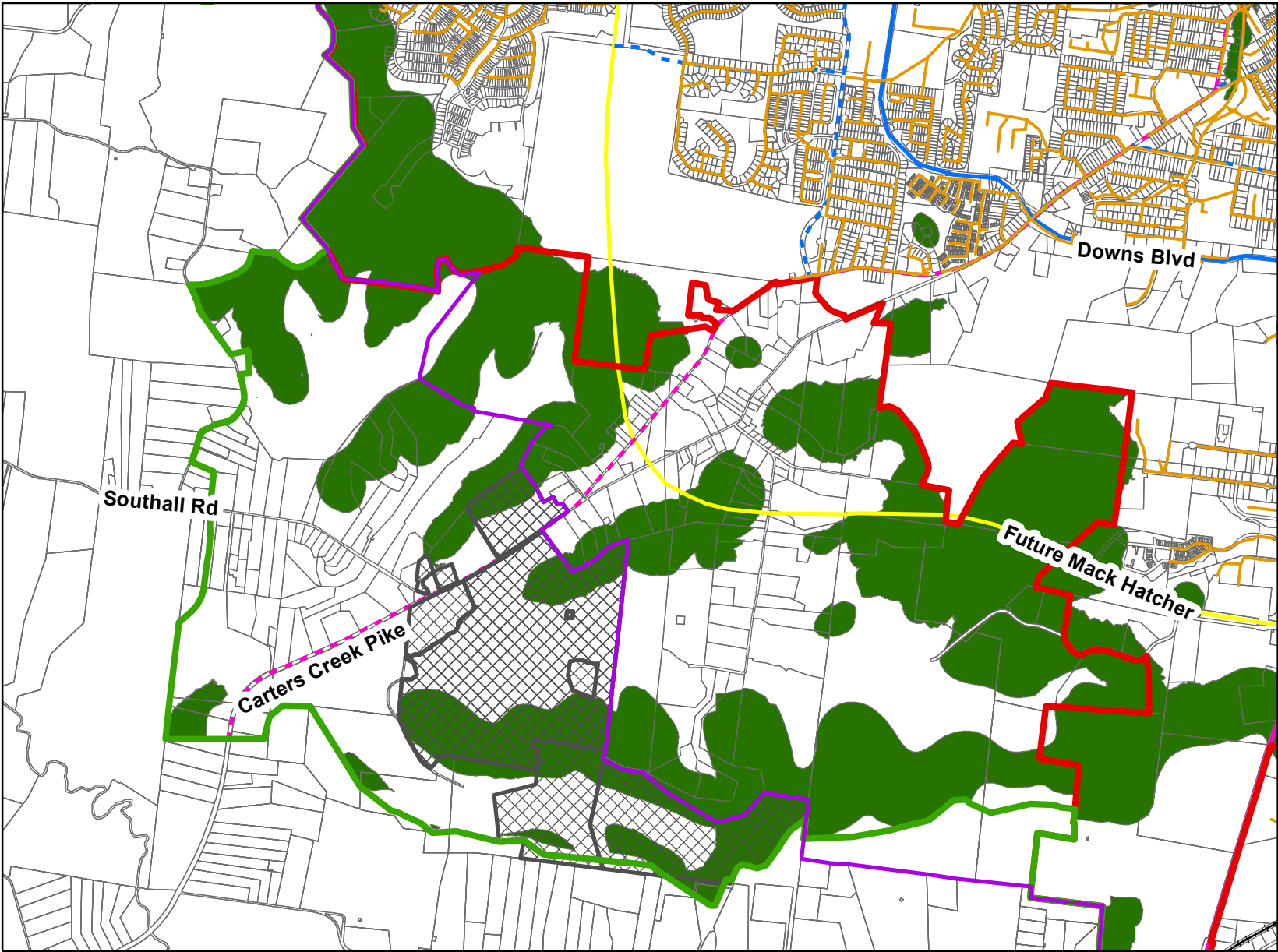
Option 2 - Removal of Requested Parcels Only



Option 3A: Water Dept Recommendation

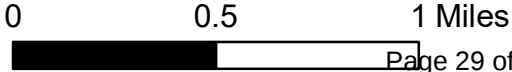


Option 3B: Planning Dept. Recommendation

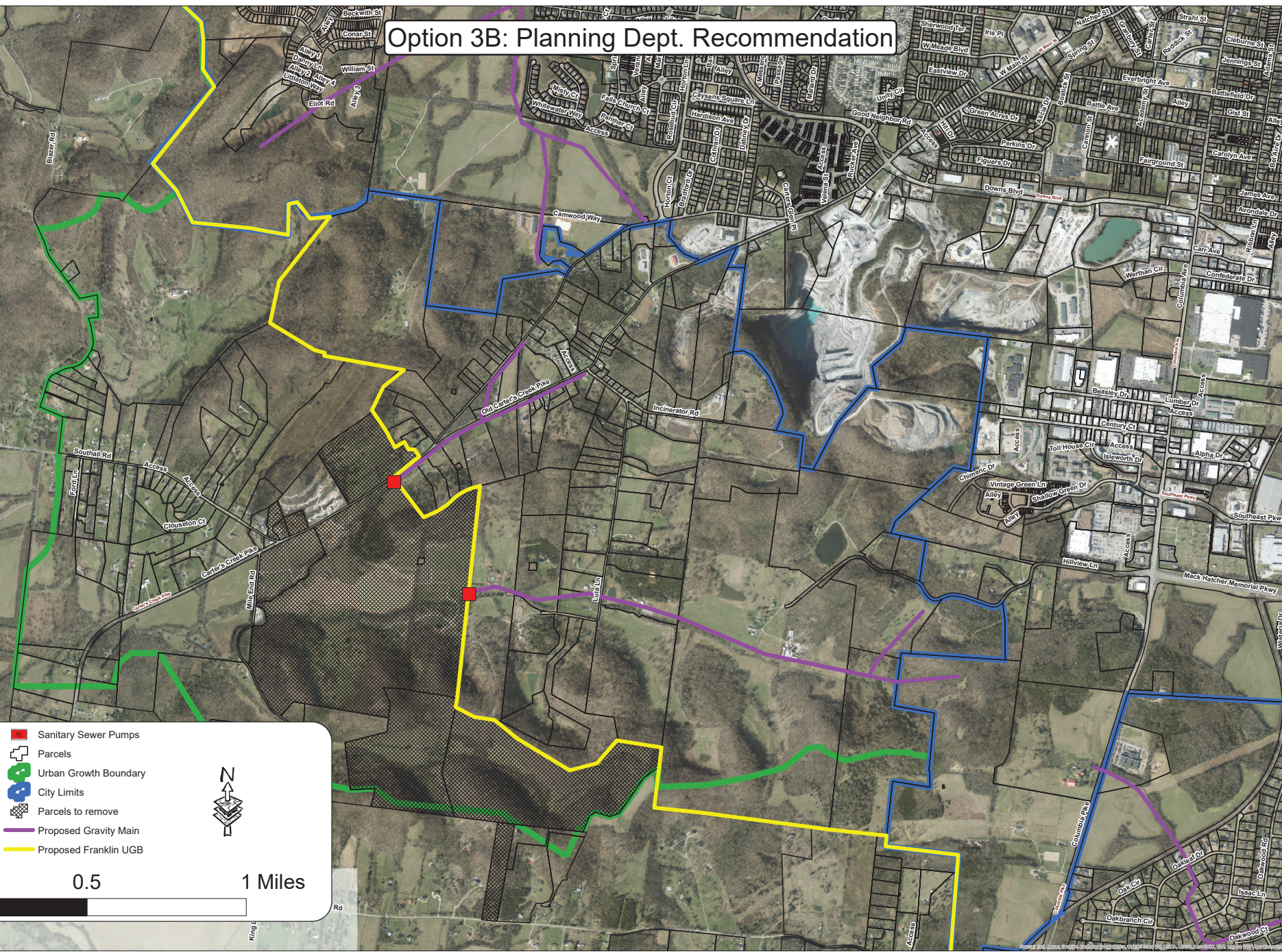


Legend

- | | | |
|----------------------------|-----------------------|-------------------------------------|
| Current Franklin UGB | Proposed Franklin UGB | Envision Franklin Conservation Area |
| Parcels | Current City Limits | Gravity Sewer |
| Railroad Centerline | Expressway | Collector |
| Parcels Requesting Removal | Major Arterial | Minor Arterial |



Option 3B: Planning Dept. Recommendation

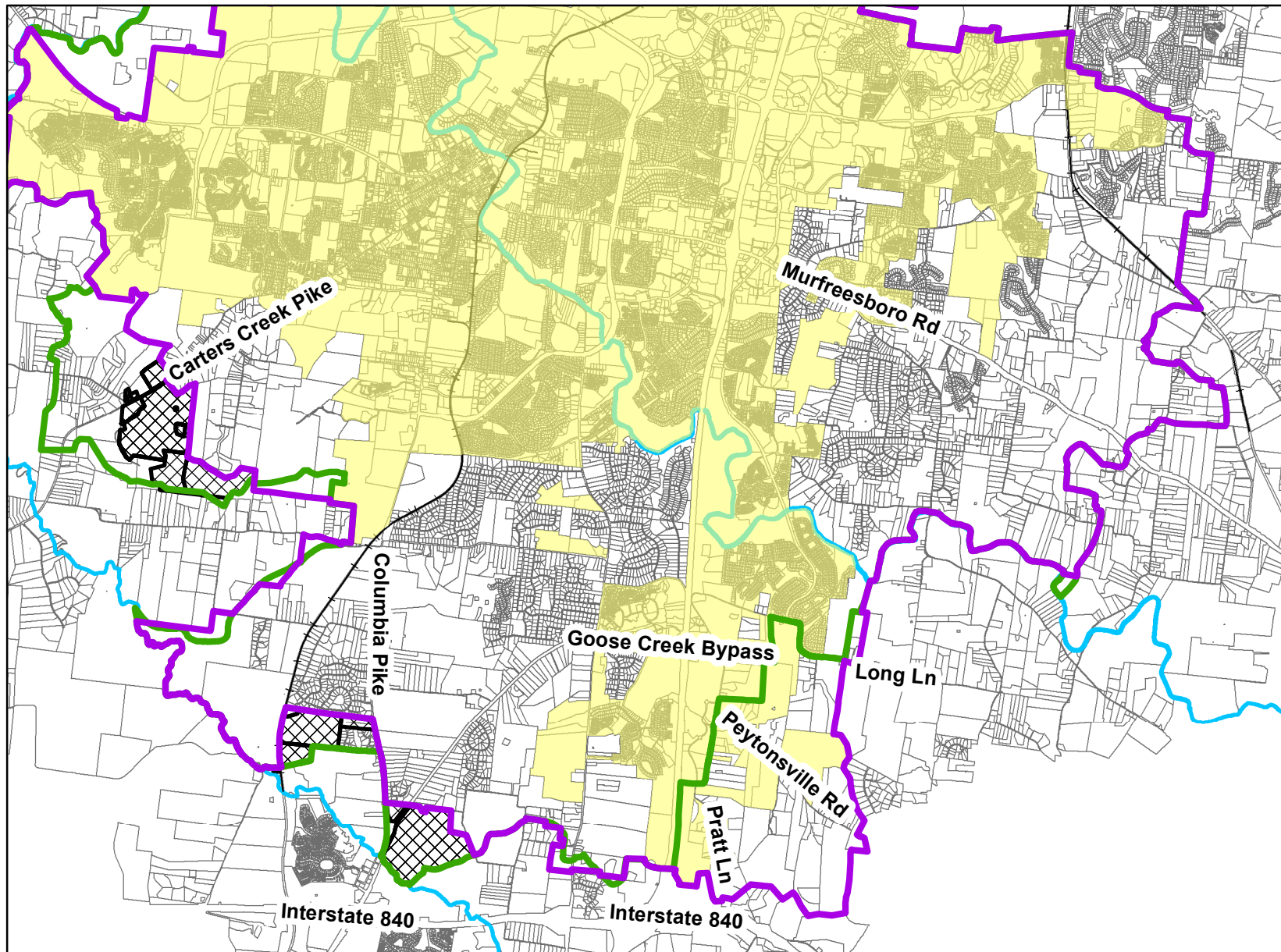


- Sanitary Sewer Pumps
- Parcels
- Urban Growth Boundary
- City Limits
- Parcels to remove
- Proposed Gravity Main
- Proposed Franklin UGB



0 0.5 1 Miles

Staff Proposed UGB
6/14/2022 BOMA Worksession



Legend

- | | |
|--|--|
|  Current Franklin UGB |  Parcels requesting removal |
|  Parcels |  Current City Limits |
|  Railroad Centerline |  Harpeth River |
| |  Staff Proposed UGB |



0 1.25 2.5 Miles





File #: 21-03282

DATE: May 27, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management
Brian Goodwin, Asst. Director of Water Management
Patricia McNeese, Utilities Engineer

SUBJECT:

*Consideration Of Amendment 1 To COF Contract No. 2021-0318, A Professional Services Agreement With Hethcoat & Davis For Forrest Crossing No. 1 And Riverview Pump Station Improvements At A Cost Increase Not To Exceed \$22,865.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Amendment No. 1 to the Professional Services Agreement with Hethcoat and Davis for the Forrest Crossing No. 1 and Riverview Pump Station Improvements.

BACKGROUND/STAFF COMMENTS:

At the 30% design meeting for the project it was determined that the existing 8-inch sewage force main for the Riverview Pump Station was operating below current Tennessee Department of Environment and Conservation (TDEC) standards in relationship to the required scouring velocity to ensure separation of solids and liquids is minimized. The existing force main is located on the Forrest Crossing Golf Course property. It was decided to decrease the size of the force main to 6-inches In order to increase the velocity in the force main and install it within Riverview Drive to provide better access. This would require additional surveying, permitting through Transcanda Gas, revision of selected pumps and design of a new force main. The proposal from Hethcoat and Davis addresses all of these tasks.

FINANCIAL IMPACT:

The cost of the item is an increase of \$22,865 which is included in the budget and will come from the Wastewater Operating fund.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Amendment 1 to COF Contract No. 2021-0318 with Hethcoat and Davis.

**DRAFT AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
FOR FORREST CROSSING NO. 1 AND RIVERVIEW
PUMP STATION IMPROVEMENTS
COF Contract No. 2021-0318**

THIS AMENDMENT is made and entered into on this the ____ day of _____, 20__, by and between the **City of Franklin, Tennessee** ("City") and **Hethcoat and Davis** ("Consultant").

WITNESSETH:

WHEREAS, City and Consultant entered into a Professional Services Agreement ("Agreement") entitled City of Franklin, Tennessee Professional Services Agreement, Forrest Crossing No. 1 and Riverview Pump Station Improvements Project (COF Contract No. 2021-0318), dated the 19th day of January 2022, at a fee not to exceed \$120,206.00; and

WHEREAS, the City and Consultant realize the need for additional engineering services related to design to fully complete the Project's construction; and

WHEREAS, the Consultant has presented to the City staff a Proposal with a summary of costs that breaks down the anticipated work effort as found in Attachment A (attached); and

WHEREAS, City staff agrees the values in Attachment A are appropriate for the anticipated work presented in this Amendment to the Agreement. .

NOW, THEREFORE, in consideration of these premises and the mutual promises contained herein, it is agreed by and between the parties as follows:

1. The foregoing recitals are incorporated by reference as if fully stated herein.
2. Consultant's Responsibilities and Duties. The Consultant shall perform the work as proposed in the May 10, 2022, letter of proposal (**Attachment A**) which includes the scope of services for this Amendment. Attachment A shall be considered as an integral part of this Amendment. .
3. City's Responsibilities and Duties. The City shall pay the Consultant in an amount not to exceed **TWENTY-TWO THOUSAND EIGHT HUNDRED FIFTY AND NO/100 DOLLARS (\$22,865.00)** for the additional services as described in Attachment.

The City reserves the right to issue any payments jointly to the Consultant and Sub-Consultant when the City receives information that the Consultant has not paid its Sub-Consultant.

4. Waiver. Neither party's failure nor delay exercising any of its rights or powers under this Amendment will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.

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

6. Precedence. In the event of conflict between this Amendment and the provisions of the previous Agreement(s), or any other contract, agreement, or other document to which this Amendment may accompany or incorporate by reference, the provisions of this Amendment will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Amendment.

7. Entire Agreement. The Amendment between the parties supersedes any prior or contemporaneous communications, representations, or agreements between the parties, whether oral or written, regarding the subject matter of the entire Amendment. The terms and conditions of this Amendment may not be changed except by an amendment expressly referencing this Amendment by section number and signed by an authorized representative of each party.

8. Additions/Modifications. If seeking any addition or modification to the Amendment, the parties agree to reference the specific paragraph number sought to be changed on any future document or purchase order issued in furtherance of the Amendment, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order, acknowledgement, or other writings specifically refer to the Amendment or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Amendment; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

9. Breach. Upon deliberate breach of the Amendment by either party, the non-breaching party shall be entitled to terminate the Amendment without 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.

10. Survival. This Amendment shall survive the completion of or any termination of the original contract, revised contract, or agreement or other document to which it may accompany or incorporate by reference.

All other provisions of the Agreement dated January 19, 2022, are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment.

The CITY OF FRANKLIN, TENNESSEE

Hethcoat and Davis

By: _____

Dr. Ken Moore

Mayor

Date: _____

By: _____

Print: _____

Title: _____

Date: _____

Attest:

Eric S. Stuckey

City Administrator

Date: _____

Approved as to form:

Maricruz R. Fincher
Staff Attorney



May 10, 2022

Ms. Patricia McNeese, P.E.
Project Manager – Water Management Department
City of Franklin, TN
124 Lumber Drive
Franklin, TN 37064

**Re: Forrest Crossings Sewer Pump Station Upgrades
 Forrest Crossing #1 SPS & Riverview SPS
 Engineering Services Proposal – Extra Service Request 1
 Franklin, TN**

Dear Patricia:

Based on our instruction from you, new design tasks are required and the scope of services required is as follows:

Extra Services – Request No. 1

- Provide topographic survey of Riverview SPS force main. New force main will be located in public ROW including Riverview Drive.
- Provide plan and profile drawing of new Riverview SPS force main.
- Revise hydraulic calculations and pump selection for Riverview SPS utilizing the new force main route.
- Provide information on plans depicting the abandonment of the existing 8-inch force main.
- Prepare easement exhibit and description for the Riverview SPS site as well as all incoming gravity sewers and force main.
- Coordinate with Transcanada Gas and prepare permit application for new force main crossing of the gas lines located in Riverview Dr.

Hethcoat & Davis, Inc. proposes to provide the scope of services identified and will make very effort to devote the manpower and resources necessary to insure timely completion of the design within four weeks after delivery of the respective topographic site surveys. Based on the anticipated scope of services, the lump sum design fees are reflected as follows:

• Force Main Plan/Profile Design -	\$8,542.00
• Revise SPS Hydraulics/Select New Pump	\$3,198.00
• Force Main Topo Survey -	\$7,819.00 ¹
• Riverview SPS Easement -	\$no charge – previously budgeted
• Gas Line Permitting	\$2,286.00
• Project Management -	\$1,020.00
• Total Design Cost	\$22,865.00

¹Topo Survey estimated delivery time is 45 days from release of survey NTP.

If this proposal is acceptable, please prepare a standard City agreement for our signature and approval.

We sincerely appreciate the opportunity to work with the City of Franklin and to present this proposal for providing professional services. If you should have any questions or require additional information, please call.

Sincerely,



Keith Davis, PE
Secretary



HOURLY RATE SCHEDULE

<u>Billing Category</u>	<u>Hourly Billing Rate</u>
Principal Civil Engineer	\$183.00
Project Manager/Sr. Engineer	\$160.00
Project Engineer	\$108.00
CAD Designer	\$115.00
Electrical Engineer	\$228.00
Electrical CAD Designer	\$144.00
Principal Structural Engineer	\$270.00
Sr. Structural Engineer	\$240.00
Registered Land Surveyor	\$162.00
Survey Manager	\$156.00
2-Man Survey Crew	\$180.00
Survey Technician	\$150.00
Administrative	\$72.00



File #: 21-03270

DATE: May 24, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kevin Townsel, Director of Human Resources
Sara Sylvis, Benefits Manager

SUBJECT:

*Consideration Of Procurement Award To Sun Life Assurance Company Of Canada, Of Wellesley Hills, Massachusetts, In The Total Estimated Amount Of \$596,340.48 For The Year Beginning July 1, 2022 For Stop-Loss Insurance For Group Health And Prescription Drug Programs For Employees And Retirees For A Term Of Award, For The Human Resources Department (Purchasing Office Procurement Solicitation No. 2022-021; Contract No. 2022-0136).

PURPOSE:

The purpose of this procurement is to purchase stop-loss insurance for group health and prescription drug programs for employees and retirees for a term of award of one (1) year, starting with the policy year beginning July 1, 2022, with four (4) options to extend, each time for up to one (1) additional year.

BACKGROUND/STAFF COMMENTS:

The City published on May 19, 2022 a Notice to Bidders in the *Williamson Herald* for stop-loss insurance for group health and prescription drug programs for employees and retirees for a term of award. In addition, bid documents were sent on or about the same date directly to eight (8) potential bidders known or thought to be interested in this solicitation. Bids from two (2) service providers were publicly opened at the bid opening held on June 2, 2022. A tabulation of the bids received for this solicitation is attached.

FINANCIAL IMPACT:

The responsible bidder that submitted the lowest priced responsive bid, Sun Life Assurance Company of Canada, of Wellesley Hills, Massachusetts, is in the total estimated amount of \$596,340.48 for the year beginning July 1, 2022 for stop-loss insurance for group health and prescription drug programs for employees and retirees. This bid was identified because it is the 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. This bidder's option no. 1 (specific individual deductible at \$325,000, aggregating specific deductible at \$0 and no new lasers at 7/1/2022) is the option recommended by staff since it is the option that provides the least risk to the City. Funding for this procurement is to be derived from, and

expenses are to be allocated to, operating department budgets for FY2023 based on the number of full-time employees.

RECOMMENDATION:

Staff recommends that the City accept, contingent upon Law Department and City Administrator approval of COF Contract No. 2022-0136, the apparent lowest best bid, from Sun Life Assurance Company of Canada, of Wellesley Hills, Massachusetts, in the total estimated amount of \$596,340.48 for the year beginning July 1, 2022 for stop-loss insurance for group health and prescription drug programs for employees and retirees, 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. Pursuant to authority previously granted by the Board of Mayor and Aldermen, Contract No. 2022-0136 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 Sun Life Assurance Company of Canada.

Tabulation of Bids*

Purchasing Office Solicitation No.:	2022-021 (stop-loss insurance for group health and prescription drug programs for employees and retirees)						
Notice to Bidders published in the <i>Williamson Herald</i> on:	5/19/22						
Number of vendors that were notified of / that responded to this solicitation for bids:	8 / 2						
Date and time bids due and publicly opened:	6/2/22 2:00 PM						
Present at opening of bids:	Rachael DuVall, Leslie Pewitt, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office						
Target meeting of BOMA at which recommendation will be considered:	6/14/22						
Bids received from:	Option No.:	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Specific individual deductible / aggregating specific deductible / new lasers (#) at 7/1/2022	Quoted monthly premiums per employee / per family	Estimated annual premium for FY2023 (based on specified estimated July 1, 2022 projected enrollment of employees receiving benefits under the City's health plan):	Payment terms:	Bid and bid pricing is valid through:
BlueCross BlueShield of Tennessee 1 Cameron Hill Circle Chattanooga, TN 37402 Scott Karner, Account Executive, Large Group 615-386-8555 scott_karner@BCBST.com	1	No / 10 (Bidder also takes exceptions to City's payment terms, City's Standard Procurement Terms & Conditions, and Indemnification Agreement, among other aspects of the solicitation.)	\$325K / \$0 / no	not quoted	not quoted	net 30 days	6/30/2022
	2		\$325K / \$0 / yes (2)	\$24.79 / \$84.36	\$535,637.16		
	3		\$325K / \$100K / n/a	not quoted	not quoted		
	4		\$325K / \$100K / yes (2)	\$20.77 / \$68.73	\$437,942.88		
Sun Life Assurance Company of Canada One Sun Life Executive Park Wellesley Hills, MA 02481 Brad Mathews, CFP, CLU, Stop-Loss Specialist 813-504-4041 brad.mathews@sunlife.com	1	Bidder takes no exceptions	\$325K / \$0 / no	\$32.93 / \$91.33	\$596,340.48	net 30 days	44742
	2		\$325K / \$0 / yes (n/a)	not quoted	not quoted		
	3		\$325K / \$100K / no	\$28.70 / \$79.63	\$519,914.28		
	4		\$325K / \$100K / yes (1)	\$27.72 / \$76.89	\$502,044.84		

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

*Shaded bid is apparent lowest best bid



File #: 21-03205

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

SUBJECT:

Consideration Of COF Contract No. 2022-0087, Parkland Impact Fee (Payment Of Fee Only) Agreement For The Cottages Of 509 Hill Drive Between The City Of Franklin And 509 Hill Drive, LLC.

PURPOSE:

Consideration Of COF Contract No. 2022-0087, Parkland Impact Fee (Payment Of Fee Only) Agreement For The Cottages of 509 Hill Drive Between The City Of Franklin And 509 Hill Drive, LLC.

BACKGROUND/STAFF COMMENTS:

The owner is in the process of developing the property located at 601-619 Hill Drive, located in Parkland Quadrant 3 of the City, consisting of four (4) dwelling units with two (2) previously existing known as The Cottages of 509 Hill Drive.

FINANCIAL IMPACT:

The total Parkland Impact Fee obligation for this project is a one-time payment obligation of eight thousand six hundred and eight dollars (\$8,608.00) to be paid at the final plat or at the issuance of the first building permit.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2022-0087.

PARKLAND IMPACT FEE (PAYMENT OF FEE ONLY)
AGREEMENT FOR THE COTTAGES OF 509 HILL DRIVE
BETWEEN THE CITY OF FRANKLIN AND 509 HILL DRIVE, LLC
CONTRACT NO. 2022-0087

This PARKLAND IMPACT FEE AGREEMENT (“Agreement”), is made and entered into this ____ day of _____, 2022 by and between THE CITY OF FRANKLIN, TENNESSEE (“City”) and 509 Hill Drive, LLC (“Owner”) pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code and the Owner of that certain land known as The Cottages of 509 Hill Drive in Williamson County, Tennessee. The parties join herein for the sole purpose of consenting to and approving this Agreement, and hereby consent to and approve this Agreement.

WITNESSETH:

WHEREAS, the Owner is in the process of developing the property located at 601-619 Hill Drive (the “Development Project”), located in Parkland Quadrant 3 of the City, consisting of 4 dwelling units with 2 previously existing known as The Cottages of 509 Hill Drive; and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in the City’s Parkland Dedication Ordinance (Ordinance 2016-25, Franklin Municipal Code §25-405 “Ordinance”); and

WHEREAS, the Owner’s Parkland Impact Fee as set forth in the Ordinance is Four Thousand Three Hundred Four and 00/100 Dollars (\$4,304.00) per dwelling unit; and

WHEREAS, the total Parkland Impact Fee obligation for this project is one-time payment obligation of EIGHT THOUSAND-SIX HUNDRED AND EIGHT DOLLARS (\$8,608.00), which shall be paid at the final plat or at the issuance of the first building permit when a plat is not required.

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

I. AGREEMENT FOR PAYMENT OF PARKLAND IMPACT FEES

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. This Agreement is non-transferable to the successors or assigns of Owner unless the successor assumes the same obligations of Owner in writing. Such assignment shall be provided to the City within fifteen (15) days of its occurrence. Upon assignment, the Owner shall be relieved from further liability under this Agreement.
3. The City and Owner agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns.
4. 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 any state’s choice of law rules. The parties’ choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.

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

In the case of the City:

City of Franklin
Attn: Vernon J. Gerth, ACA
109 Third Ave. South
Franklin, TN 37064

In the case of Owner:

509 Hill Drive, LLC
Attn: Tyler Pennington
2317 Cruzen Street
P.O. Box 305
Franklin, TN 37065-0305

6. This Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

II. GENERAL TERMS AND CONDITIONS

1. **Personal Liability.**
No member, Mayor, Alderman, official, or employee of the City shall be personally liable to the Owner or any successor in interest in the event of any default or breach by the City, or for any amount which may become due to the Owner or successor or on any obligations hereunder.
2. **Warranties /Limitation of Liability/Waiver.**
The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by the Owner to limit its liability shall be void and unenforceable. The City, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et. seq., for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the Contractor beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
3. **Severability.**
If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

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

CITY OF FRANKLIN, TENNESSEE

Attest:

By: _____
Dr. Ken Moore, Mayor

By: _____
Eric S. Stuckey, City Administrator

Date: _____

Date: _____

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

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

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

NOTARY PUBLIC

My Commission Expires: _____

Approved as to form:

By: _____
Maricruz R. Fincher, Staff Attorney

OWNER

By:

Name:

Title:

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

STATE OF _____)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

NOTARY PUBLIC

My Commission Expires: _____



File #: 21-03251

DATE: May 19, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration of COF Contract No. 2021-0236, A Professional Services Agreement With Windrow Phillips Group To Provide Lobbying And Advisory Services On Behalf Of The City Of Franklin.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning retaining Windrow Phillips Group to represent the City's interests before the Tennessee General Assembly for the purpose of lobbying and advisory services.

BACKGROUND/STAFF COMMENTS:

It is recommended that the Windrow Phillips Group provide lobbying and advisory services on behalf of the City. The agreement of service is through December 2022. Windrow Phillips Group agrees to provide the following lobbying services:

- Arrange and provide lobbying services for specific legislative matters.
- Monitor regulatory changes.
- Interface with policy makers on behalf of the City of Franklin.
- Assist in writing, amending, and/or defeating legislation.
- Provide weekly written reports throughout the legislative session.
- Serve as a legislative liaison, providing information during off-term.

Windrow Phillips Group also provides representation for nine other cities across the state, including Brentwood, Goodlettsville, Oak Ridge, Maryville, Alcoa, Pigeon Forge, Gatlinburg, Kingsport, and Johnson City. The opportunity for these cities to come together to collaborate on legislation and to make our voices heard on important legislation impacting our communities will also be very beneficial. In addition, the City and Windrow Phillips Group would still work closely with the Tennessee Municipal League to advance the interests of communities and cities across the state. Having a firm directly focused on Franklin's needs and interests will be very beneficial.

FINANCIAL IMPACT:

The amount is not to exceed \$45,000 through December 31, 2022. Funding for this contract is included in the Law department's FY 2022 and FY 2023 budgets.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2021-0236.

**CITY OF FRANKLIN, TENNESSEE
PROFESSIONAL SERVICES AGREEMENT
COF Contract No. 2021-0236**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is by and between the City of Franklin, Tennessee, hereinafter referenced as City, and **WINDROW PHILLIPS GROUP** hereinafter referenced as Consultant, who mutually agree as follows:

DECLARATIONS. City desires to retain Consultant to provide lobbying and advisory services, and to represent the City’s interests before the Tennessee General Assembly and the administrative branch of government in connection with City’s intent for services, hereinafter referenced as Services. The Services are described as follows:

Lobbying and Advisory Services (“Services”)

1. SCOPE OF SERVICES. Consultant shall arrange for and provide lobbying services on specific legislative matters; track relevant legislation; monitor regulatory changes; interface with policy makers on behalf of the City; assist in writing, amending and/or defeating legislation of behalf of the City; provide reports throughout the legislative session; and serve as a source of information and as a legislative liaison, even during off-term.
2. Consultant shall be paid for Services in the Not-to-Exceed Amount of Forty-Five Thousand and 00/100 Dollars (\$45,000.00) yearly effective January 1, 2022, through December 31, 2022, plus any lobbyist registration fees.

[Remainder of page left intentionally blank.]

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.

ARTICLE 2. GENERAL CONDITIONS.

- 2.1 Consultant shall be responsible for the acts or omissions of any party involved in concurrent or subsequent phases of the Services acting upon written instruction issued by the Consultant.
- 2.2 Neither City nor Consultant may assign or transfer its duties or interest in this Agreement without written consent of the other party.
- 2.3 INDEMNIFICATION. Consultant agrees to indemnify and hold City harmless from and against legal liability for all judgments, losses, damages, and expenses to the extent such 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 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.
 - 2.3.1 SURVIVAL. The terms and conditions of this paragraph shall survive completion of this Agreement.

ARTICLE 3. TERMINATION.

Either party may terminate performance under this Agreement in whole or in part, for the convenience of the party by giving thirty (30) day written notice to the other party. In such case, the Consultant shall be paid only for the work that is complete at the time of termination.

ARTICLE 4. SCOPE OF SERVICES.

Consultant shall provide the Services as described in the Scope of Services. 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.

ARTICLE 5. SCHEDULE.

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.

ARTICLE 6. INSURANCE.

During the performance of the Services under this Agreement, Consultant shall maintain a \$2,000,000.00 insurance policy and shall provide a copy of the certificate to the City upon execution of this Agreement.

ARTICLE 7. PAYMENT.

Consultant shall provide monthly invoices for Services. Payment is due within 30 (thirty) days of invoice.

ARTICLE 8. MISCELLANEOUS PROVISIONS

- 8.1 **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with this Agreement and the Services, 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 Services 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.
- 8.2 **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.
- 8.3 **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.
- 8.4 **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 9. EXTENT OF AGREEMENT:

- 9.1 **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.
- 9.2 **ENTIRE AGREEMENT.** This Agreement, including these terms and conditions, represent the entire Agreement between City and Consultant for the Services 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 10. DISPUTE RESOLUTION, BREACH.

- 10.1 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.
- 10.2 **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 11. 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.

CITY OF FRANKLIN, TENNESSEE

By: _____
Dr. Ken Moore
Mayor

ATTEST:

By: _____
Eric S. Stuckey
City Administrator

Approved as to Form:

By: _____
Shauna R. Billingsley, City Attorney

WINDROW PHILLIPS

By: _____
Anna Durham Windrow
Principal



File #: 21-03280

DATE: May 26, 2022
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Ordinance 2022-03 To Amend Title 16, Chapter 5 Of The City Of Franklin Municipal Code, Special Events And Temporary Street Closures To Address Public Gathering And Expression Events.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the proposed amendment to Title 16, Chapter 5 of the Franklin Municipal Code relative to Public Gathering and Expression Events.

BACKGROUND/STAFF COMMENTS:

The City encourages community gatherings, demonstrations and assemblies. The purpose of the Ordinance is to promote public safety and welfare, to provide the City with a minimum amount of time to logistically accommodate requests for Special Events, Public Gathering and Expression Events, and temporary street closures; to assure that the First Amendment rights of those who wish to peacefully participate in Special Events and Public Gathering and Expression Events on City public property are preserved and protected; to coordinate multiple uses of limited space; to ensure that streets and sidewalks remain safe and accessible; and to assure reasonable access to public property by other community members not involved in the requested events. The Ordinance is intended to facilitate the safe exercise of our First Amendment rights and ensure that the City provides protection to all who wish to exercise those rights. The City welcomes those events in our community, and we have developed the following regulations for groups wishing to gather in the City to provide a safe environment for participants, bystanders and the community.

Under this Ordinance, the definition of a Public Gathering and Expression Event shall be expanded to include events which require amplification or which occur more than once per month.

As amended this Ordinance provides that no permits shall be granted for any Public Gathering and Expression Event after dark any place within the City or from Friday at 5:00 p.m. through Monday at 7:00 a.m. in the Historic District, nor shall these events take place at all during those times and at those locations. It shall be a misdemeanor resulting in a citation for a Public Gathering and Expression Event participant or observer to fail or refuse to comply with the Chapter.

Additions to the Ordinance would also offer an exception to the permitting requirement for Public Gathering and Expression Events involving less than twenty participants who will not use sound amplification, or where the event occurs only once in a month.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2022-03.

ORDINANCE 2022-03

AN ORDINANCE TO AMEND TITLE 16, CHAPTER 5 OF THE CITY OF FRANKLIN MUNICIPAL CODE, SPECIAL EVENTS AND TEMPORARY STREET CLOSURES TO ADDRESS PUBLIC GATHERING AND EXPRESSION EVENTS .

WHEREAS, to promote the health, safety, human rights, prosperity, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations and standards relating to the use of the public property and rights-of-way within the City; and

WHEREAS, the Board approved Ordinance 2019-19 on October 13, 2020 setting forth rules and regulations for public gathering and expression events; and

WHEREAS, it has come to the City's attention that Title 16, Chapter 5 needs further amendment, specifically relating to public gathering and expression events involving amplification and/or frequency of events; and

WHEREAS, the Board of Mayor and Aldermen find that this action to be in the best interest of the City.

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

SECTION I. Section 16-515 is deleted in its entirety and substituted with the following:

Sec. 16-515. – Public Gathering and Expression Event.

This chapter is intended to facilitate the safe exercise of First Amendment rights under the United State Constitution and ensure that the City provides protection to all who wish to exercise those rights. The City of Franklin supports these events and has developed the following regulations for groups wishing to gather in the City to enable the City to provide a safe environment for participants, bystanders and the community. It shall be the policy of the City that no permits for Public Gathering and Expression Event be granted nor shall any Public Gathering and Expression Event that does not require a permit take place after dark any place within the City or from Friday at 5:00 p.m. through Monday at 7:00 a.m. in the Historic District.

As used in this chapter, a Public Gathering and Expression Event is a noncommercial public assembly, the primary purpose of which is the exercise of the participants' constitutional rights of free speech and peaceable assembly:

- (1) Which is scheduled to take place on public property such as a city sidewalk, alley or other right-of way, city park, and/or city facility;
- (2) Which is likely to obstruct, delay, or interfere with the normal flow of vehicular or pedestrian traffic;
- (3) Which, due to the crowd it generates, may restrict access to or use of sidewalks, parks, benches, or other public areas;
- (4) Which may result in donations for non-profit organizations;
- (5) Which will have more than twenty (20) participants;

- (6) Which requires amplification; or
- (7) Which occurs more than once per month.

SECTION II. Section 16-517 is deleted in its entirety and substituted with the following:

Sec. 16-517. – Exceptions for Public Gathering and Expression Event Permit.

A Permit is not required when the event Involves less than twenty (20) participants; and

- (1) Participants will assemble and/or march only on sidewalks;
- (2) Participants will cross streets only at crosswalks
- (3) Participants will obey all traffic controls and regulations;
- (4) Participants will not obstruct sidewalks or otherwise impede the orderly flow of foot traffic on sidewalks;
- (5) Participants will obey all applicable laws, statutes and ordinances;
- (6) Participants will not obstruct necessary maintenance and cleaning of streets, sidewalks, or other public facilities;
- (7) Participants will not use amplification;
- (8) The event occurs only once in a month at the same location; and
- (9) Any signage used will not be of such a dimension or used in such a manner that such signage may impede or obstruct pedestrians on sidewalks or vehicles on streets.

SECTION III. Section 16-527(6) is deleted in its entirety and substituted with the following:

Sec. 16-527. - Violations of a public gathering and expression event permit.

(6) It shall be a misdemeanor for a public gathering and expression event participant or observer to fail or refuse to comply with Chapter. Generally, such violations shall be cited as public nuisance. Other state, local, and federal laws will also apply and shall be citable.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING

PASSED SECOND READING:

ORDINANCE 2022-03

AN ORDINANCE TO AMEND TITLE 16, CHAPTER 5 OF THE CITY OF FRANKLIN MUNICIPAL CODE, SPECIAL EVENTS AND TEMPORARY STREET CLOSURES TO ADDRESS PUBLIC GATHERING AND EXPRESSION EVENTS .

WHEREAS, to promote the health, safety, human rights, prosperity, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations and standards relating to the use of the public property and rights-of-way within the City; and

WHEREAS, the Board approved Ordinance 2019-19 on October 13, 2020 setting forth rules and regulations for public gathering and expression events; and

WHEREAS, it has come to the City's attention that Title 16, Chapter 5 needs further amendment, specifically relating to public gathering and expression events involving amplification and/or frequency of events; and

WHEREAS, the Board of Mayor and Aldermen find that this action to be in the best interest of the City.

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

SECTION I. Section 16-515 is deleted in its entirety and substituted with the following:

Sec. 16-515. – Public Gathering and Expression Event.

This chapter is intended to facilitate the safe exercise of First Amendment rights under the United State Constitution and ensure that the City provides protection to all who wish to exercise those rights. The City of Franklin supports these events and has developed the following regulations for groups wishing to gather in the City to enable the City to provide a safe environment for participants, bystanders and the community. **It shall be the policy of the City that no permits for Public Gathering and Expression Event be granted nor shall any Public Gathering and Expression Event that does not require a permit take place after dark any place within the City or from Friday at 5:00 p.m. through Monday at 7:00 a.m. in the Historic District.**

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- (1) Which is scheduled to take place on public property such as a city sidewalk, alley or other right-of way, city park, and/or city facility;
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CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING

PASSED SECOND READING:
