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

City of Franklin

Meeting Agenda

Work Session

Tuesday, December 13, 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@franklintn.gov before noon on the day of the meeting. Comments will be submitted for the record.

WORK SESSION DISCUSSION ITEMS

1. Consideration Of COF Contract No. 2022-0284, With Friends Of Franklin Parks For The Office Space At Eastern Flank Battlefield Park

   Sponsors: Lisa Clayton, Heather Eusebio

2. *Consideration Of COF Contract No. 2022-0191, With Williamson Medical Center For The Coordination Of Emergency Medical First Responder Services

   Sponsors: Glenn Johnson

3. *Consideration Of Resolution 2022-74, A Resolution To Create An Organizational Chart For The Transit Fund
   Finance 12/1/22, 4-0

   Sponsors: Eric Stuckey

4. *Consideration Of Resolution 2022-75, A Resolution Of The Board Of Mayor And Aldermen For The City Of Franklin Adopting Budget Goals For The Fiscal Year 2023-2024
   Finance 12/1/22, 4-0

   Sponsors: Eric Stuckey, Michael Walters Young

5. *Consideration Of Ordinance 2022-44, An Ordinance Revising The Installation Fees For Title 18, Chapters Appendix A, Comprehensive Fees And Penalties Chapter 18 Of The Franklin Municipal Code

   Sponsors: Michelle Hatcher, Brian Goodwin

6. Consideration Of Resolution 2022-78, A Resolution For A Third Amendment To The City Of Franklin Amended And Restated Employees' Pension Plan Dated Effective As Of January 1, 2018 Regarding The Measuring Period For Average Compensation
   Pension 12/5/22, 5-0

   Sponsors: Kristine Brock

7. Consideration Of Resolution 2022-79, A Resolution To Adopt A Policy For The Amended and Restated Employees' Pension Plan Dated Effective As Of January 1, 2018 For Post-Retirement Benefit Increases

Or Cost Of Living Adjustments.
Pension 12/5/22, 5-0

Sponsors: Kristine Brock

8. Update On Pay Compression Plan

Sponsors: Eric Stuckey

9. Proposed 2023 Calendar Of Board Of Mayor And Aldermen And Committee Meetings

Sponsors: Lanaii Benne, Angie Johnson

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.

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

File #: 21-03997

DATE: November 18, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Heather Eusebio, Research & Planning Specialist

SUBJECT:

Consideration Of COF Contract No. 2022-0284, With Friends Of Franklin Parks For The Office Space At Eastern Flank Battlefield Park

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Friends of Franklin Parks occupying a leased space at Eastern Flank Battlefield Park.

BACKGROUND/STAFF COMMENTS:

The City and Friends of Franklin Parks originally executed a lease for office space at Eastern Flank Battlefield Park on July 7, 2016, which expired. Friends of Franklin Parks has requested a new lease with a term of three (3) years from the executed date of this contract. Friends of Franklin Parks shall use and occupy the premises in a safe and careful manner and in compliance with governmental authorities as may be in force and effect during the term of the Agreement.

FINANCIAL IMPACT:

The lessee agrees to pay and shall be required to pay to the City during this Agreement payment in the amount of one-hundred seventy-nine dollars and ten cents ($179.10) per month for the first year of their initial period due and payable on the fifteenth (15th) day of each month. Commencing on December 1, 2025 the rent shall increase three percent (3%) to one-hundred eighty-four dollars and forty-seven cents ($184.47) per month and payable on the fifteenth (15th) day of each commencing on December 15, 2025.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2022-0284 with Friends of Franklin Parks for leasing office space at Eastern Flank Battlefield Park.

LEASE AGREEMENT

This Lease Agreement ("**Agreement**") is made this ______ day of ____________, 20__ by and between The City of Franklin, Tennessee ("**City**") and Friends of Franklin Parks ("**Lessee**").

R E C I T A L S

WHEREAS, the City owns, operates and maintains certain facilities for historic preservation and other public uses, which facilities are generally known as Eastern Flank Battlefield Park, 1368 Eastern Flank Circle, Franklin, Tennessee located within the City's corporate limits.

WHEREAS, the City desires to make available to Lessee, and Lessee desires to use, an office located within the Eastern Flank Rental Facility.

NOW, THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, and for the good and valuable consideration, the parties hereto agree as follows:

1. **Premises**. The City hereby leases to Lessee and Lessee hereby leases from the City an office space within the Eastern Flank Rental Facility located in Eastern Flank Battlefield Park ("Premises").

2. **Lease Term**. The term of the lease shall be three (3) years commencing on December 1, 2022 ("Initial Period") and may be renewed for an additional two (2) year term ("Renewal Period") if agreed to by the parties so long as written notice of renewal is given by Lessee to the City within ninety (90) days of the expiration of the initial three (3) year lease term. Lease will automatically terminate thirty (30) days after Lessee receives a Certificate of Occupancy from the City of Franklin for the Historic Hayes House offices.

3. **Use of Premises**. Lessee shall have the right to occupy and use the premises for the length of the lease term. Lessee shall use and occupy the premises in a safe and careful manner and in compliance with all applicable municipal, state and federal laws, rules and regulations prescribed by the City and other governmental authorities as may be in force and effect during the term of the Agreement. Lessee shall not do any act or suffer any act during the term of the Agreement, which will in any way deface, alter or injure any part of the Premises, except normal wear and tear.

4. **Equipment.** Lessee shall supply and maintain all of its own equipment, including but not limited to business phone lines, printer and internet access. Installation of any equipment requires written consent by the City of Franklin Parks Department in conjunction with the City of Franklin Building and Neighborhood Services Department. Lessee shall be responsible for cleanliness and overall appearance of the office space. Lessee shall have the right to engage janitorial services at Lessee's sole expense.

5. **Utilities**. The City shall pay for gas, electric, water, and sewer throughout the term of the Lease. The City shall also provide weekly trash pick-up or dumpster pick-up. All office equipment and internet services shall be paid for by the Lessee.

6. **Property Maintenance**. The City shall provide all property maintenance required on the Premises to keep the property essentially in the same condition as when Lessee takes possession of the Premises. Should Lessee require additional maintenance Lessee shall request the maintenance in writing to the City.

7. **Signage**. Lessee shall have the right to erect a sign in the landscaped area so long as the sign conforms to the City of Franklin Municipal Code and Franklin Parks sign policy. Lessee shall remove the sign at termination or expiration of this Lease, or at the request of the City.

8. **Assignment**. The Lessee shall not assign, sublet, or any way part with the possession of the Premises, except as provided for in paragraph 2 above regarding automatic termination, without first obtaining the written consent of the City.

9. **Rent**

(a) Lessee agrees to pay and shall be required to pay to the City during this Agreement payment in the amount of One hundred seventy-nine dollars and ten cents ($ 179.10) per month for the first year of the Initial Period due and payable on the fifteenth (15^{th}) day of each month commencing on December 15, 2022.

(b) Commencing on December 1, 2025 the rent payment shall increase three percent (3%) to One hundred eighty-four and forty-seven cents ($184.47) per month due and payable on the fifteenth (15^{th}) day of each month commencing on December 15, 2025.

(c) Lease Payments shall be payable to the City of Franklin, and mailed to the City of Franklin Parks Department, Attention Lisa Clayton, Parks Director at P.O. Box 305, Franklin, Tennessee 37065 or at such other place as the City may from time to time designate in writing.

11. The City Shall Have No Liability. The City shall not be liable to Lessee or Lessee's employees, agents, guests, licensees or invitees or to any other person whomsoever for any injury, including death, to persons or damage to property on or about the Premises, which is caused by the negligence or misconduct of Lessee, its employees, licensees, agents, guests, licensees or invitees entering the Premises or Eastern Flank Battlefield Park under expressed or implied invitation of Lessee arising out of or relating to the use of the Premises by Lessee in the conduct of its business herein or arising out of or relating to any breach or default by Lessee in the performance of its obligations hereunder and Lessee hereby agrees to indemnify the City and hold the City harmless from any loss, expense, or claims arising out of or relating to such damage, injury or death. Lessee further agrees to be responsible for and indemnify and hold the City, its mayor, aldermen, employees and officials harmless from any damages or expenses to Lessee, arising out of or caused by burglary, theft, or other illegal acts performed on the Premises and to notify the City of such an event within twenty-four (24) hours of Lessee's notification of such an event.

13. Liens and Encumbrances. Lessee shall keep the Premises free and clear of all liens and encumbrances except those created or permitted under this Agreement.

14. Accident Report Form. Lessee shall submit within a twenty-four (24) hour period all accident reports to the City of Franklin Parks Department.

15. **Repair of Damage**. The City is responsible for construction and repair of general wear and tear of the Premises. Lessee agrees to notify the City of any damages to the Premises that occur during the term of this Agreement. Lessee shall remain responsible for all damage apart from normal wear and tear occurring during the term of the lease.

16. **Permission of Lessor to Enter**. That the Lessor at all reasonable times may enter to view the Premises and to make repairs which the Lessor may see fit to make, or within the last six months of the term to show the Premises to persons who may wish to lease the Premises or buy the Building.

17. **Insurance**. Lessee during the term of this Agreement shall procure and maintain at its sole cost and expense, insuring Lessee and the City against any and all liability from injury or death to a person or persons, and for damage or destruction of property occasioned by or arising out of or in connection of the Premises. Lessee shall maintain minimum insurance as provided by the Governmental Tort Liability Act as may be in effect at time of performance, currently as follows:

17.1 General Liability Insurance with minimum limits of not less than $1,000,000.00 for each occurrence, $2,000,000 general aggregate, $1,000,000 personal and advertising injury, and $1,000,000 for injury or destruction of property of others in any one (1) accident, occurrence or act. Certificate of insurance shall include the City of Franklin as Additional Insured with attachment of the Additional Insured endorsement for both Premises/Operations and Products/Completed Operations. The Lessee must also provide a waiver of subrogation.

17.2 Automobile Liability (Owned, Non-Owned, and Hired Vehicles) $1,000,000 combined single limit each accident, including a waiver of subrogation. This is needed for Certificate Holder only. The provides the City proof of coverage.

17.3 Workers' Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with a limit of $1,000,000 for Bodily Injury Each Accident, Policy Limit Bodily Injury by Disease, and Each employee Bodily Injury by Disease, including a waiver of subrogation. This is needed for Certificate Holder only. The provides the City proof of coverage.

17.4 Property damage coverage shall cover the Premises against vandalism and all equipment and contents. The insurance policy or policies must be submitted annually and must show the City as the certificate holder for the duration of this Agreement. All insurance policies must be submitted to the City of Franklin Risk Management Department prior to the beginning of intended use and will remain on file on an annual basis.

18. **No Agency/Partnership/Joint Venture**. Nothing herein shall in any way be construed or intended to create a partnership or joint venture between the parties or to create the relationship of principal and agent between or among any of the parties. None of the parties hereto shall hold itself out in any manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

19. **Terminations/Notices**. This Agreement may be terminated by either party, with or without cause, upon ninety (90) day's written notice. Any notice provided pursuant to the Agreement, if specified to be in writing, shall be in writing and shall be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which the Agreement may accompany, or such other address as either party may in the future specify in writing to the other):

In the case of the City:

City of Franklin Parks Department
Attn: Lisa Clayton, Director
109 Third Ave. South
P.O. Box 305
Franklin, TN 37065-0305
Phone: 615/794-2103
E-mail: Lisac@franklintn.gov

In the case of Lessee:

Friends of Franklin Parks, Inc. a
Tennessee Not for Profit Corporation
Attn: Executive Director
P.O. Box 383
Franklin, TN 37064

20. **Events of Default**. The occurrence of any one or more of the following events constitutes an "Event of Default" under this Agreement:

(a) Lessee's failure to make during the Agreement any lease payment as described in Paragraph 10 above (or any other payment) as it becomes due in accordance with the terms of this Agreement, and the failure continues for fifteen (15) days after the due date; or

(b) Lessee's failure to perform or observe any other covenant, condition or agreement to be performed or observed by it under this Agreement, and the failure is not cured or steps satisfactory to the City taken to cure the failure, within fifteen (15) days after written notice of the failure to Lessee by the City; or

(c) The discovery by The City that any material statement, representation or warranty made by Lessee in this Agreement or in any writing delivered by Lessee pursuant to or in connection with this Agreement is false, misleading or erroneous in any material respect; or

(d) The initiation by Lessee of a proceeding under any federal or state bankruptcy or insolvency law seeking relief under such laws concerning the indebtedness of Lessee; or

(e) Lessee shall be or become insolvent, or admit in writing its inability to pay its or his debts as they mature, or make an assignment for the benefit of creditors; or Lessee shall apply for or consent to the appointment of any receiver, trustee or similar officer for it or for all or any substantial part of its property; or such receiver, trustee or similar officer shall be appointed without the application or consent of Lessee; or Lessee shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against Lessee, or any judgment, writ, warrant of attachment or execution or similar process shall be issued or levied against a substantial part of the property of Lessee.

21. **Remedies**. Upon the occurrence of an Event of Default, and as long as the Event of Default is continuing, the City may, at its option, exercise any one or more of the following remedies as to the Premises:

(a) By written notice to Lessee, declare an amount equal to all amounts then due under the terms of the Agreement and all remaining lease payments due thereon, whereupon that amount shall become immediately due and payable;

(b) Within fifteen (15) days after written demand or notice to Lessee, enter and take immediate possession of the Premises wherever situated, without any court order or process of law and without liability for entering the premises; and

(c) Lease or sublease the Premises for the account of Lessee, holding Lessee liable for all lease payments and other payments due to the effective date of such leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, lessee or sublessee pursuant to such lease or sublease and the amounts payable by Lessee; and

(d) Exercise any other right, remedy or privilege which may be available to it under the applicable laws of the State of Tennessee or any other applicable law or proceed by appropriate court action to enforce the terms of this Agreement or to recover damages for the breach of this Agreement or to rescind this Agreement as to the Premises.

Lessee will remain liable for all covenants and obligations under this Agreement, and for all legal fees and other costs and expenses, including court costs awarded by a court of competent jurisdiction, incurred by the City with respect to the enforcement of any of the remedies under this Agreement, when a court of competent jurisdiction has finally adjudicated that an Event of Default has occurred.

Upon an Event of Default or as otherwise required herein or in any Agreement, Lessee shall within ten (10) calendar days after notice from the City, at its own cost and expense: (a) remove all contents of the Premises and, if deinstallation, disassembly or crating is required, cause the equipment to be deinstalled, disassembled and crated; and (b) deliver the keys to the Premises to a location specified by the City. If Lessee refuses to deliver the keys to the Premises in the manner designated, the City may enter upon the Premises and take possession of the Premises and charge to Lessee the costs of such taking. To the extent permitted by applicable law, Lessee hereby expressly waives any damages occasioned by such taking. If Lessee makes modifications to the Premises after build-out and such modifications impede the taking of possession of the Premises, the cost of removing the impediments and restoring the site shall be the sole expense of Lessee. All of Lessee's right, title and interest in the Premises, the possession of which is taken by the City upon the occurrence of an Event of Default (including, without limitation, construction contracts, warranties, guaranties or completion assurances applicable to such Equipment), shall pass to the City, and Lessee's rights in such Equipment shall terminate immediately upon such repossession.

22. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. All remedies herein conferred upon or reserved to the City shall survive the termination of this Agreement.

23. **Headings**. All section headings contained in this Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

24. **Governing Law and Venue**. The Agreement constitutes the entire agreement and 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 choice of forum and venue shall be exclusively in the Courts of Williamson County, Tennessee.

25. **Damage by Fire**. In case the Premises or any part thereof shall at any time during the said term be destroyed or damaged by fire or other unavoidable casualty so as to be unfit for occupancy and use, and so that the Premises cannot be rebuilt or restored by the Lessor within One Hundred Twenty (120) days thereafter, then this Lease Agreement shall terminate; but if the Premises can be rebuilt or restored within One Hundred Twenty (120) days the Lessor will at his own expense and with due diligence so rebuild or restore the Premises, and rent shall abate under this Agreement until the Premises shall have been so rebuilt or restored.

26. **Holding Over.** Should Lessee hold over the term hereby created with the consent of Lessor, Lessee shall become a Lessee from month to month at the monthly rental then payable hereunder and otherwise

upon the covenants and conditions in this Lease contained and shall continue to be such Lessee until thirty (30) days after either party serves upon the other notice of intention to terminate such monthly tenancy.

27. **Severability**. In any provision of, or any covenant, obligation or agreement contained in this Agreement is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this Agreement. The invalidity or unenforceability shall not affect any valid or enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

28. **Entire Agreement**. This Lease Agreement and its attachments contain the entire Agreement between the parties, and no statement, promises, or inducements made by either party or agent of either party that is not contained in this Lease Agreement shall be valid or binding; and this Lease Agreement may not be enlarged, modified or altered except in writing signed by the parties and attached hereto.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement by their authorized officers as of the date set forth above.

The CITY OF FRANKLIN, TENNESSEE

By:_________________________
Dr. Ken Moore
Mayor

FRIENDS OF FRANKLIN PARKS

By: __________________________

Title: _________________________

Attest:

____
Eric S. Stuckey
City Administrator

Approved as to form:

____
Jeana D. Hendrix
Staff Attorney

City of Franklin

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

File #: 21-03769

DATE: December 1, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Glenn Johnson, Fire Chief

SUBJECT:

*Consideration Of COF Contract No. 2022-0191, With Williamson Medical Center For The Coordination Of Emergency Medical First Responder Services

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a memorandum of understanding to create and operate an organized, efficient, safe, high-quality community Emergency Medical Services (EMS) system of care with Williamson County, Tennessee and all municipalities or townships established within the County.

BACKGROUND/STAFF COMMENTS:

All agencies operating within the memorandum have identified the need to establish a system of regulations, policies, and procedures governing the delivery of emergency medical services within their jurisdictional boundaries to ensure a rapid response and quality care for persons in need of emergency medical assistance.

FINANCIAL IMPACT:

There is no financial impact related to this memorandum. Each Agency assumes all liability for the payment of salaries, wages, or other compensation claimed due, including workers' compensation claims of each Agency's employees.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract No. 2022-0191.

MEMORANDUM OF UNDERSTANDING
Between the City of Franklin and
the Williamson County Hospital District d/b/a Williamson Medical Center
for the Coordination of
Emergency Medical First Responder Services

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by and between the City of Franklin, Tennessee (hereinafter referred to as "Municipality") on behalf of its respected emergency response departments electing to provide Emergency Medical First Responder services and the Williamson County Hospital District d/b/a Williamson Medical Center (hereinafter referred to as "WMC"), contracted by Williamson County, Tennessee (hereinafter referred to as "County") to manage and operate the Williamson County Emergency Medical Services (hereinafter referred to as 'WCEMS" or "EMS") the County's primary emergency ambulance service which includes the responsibility of establishing procedures, protocols, and conditions that support any qualified governmental agency within Williamson County electing to voluntarily provide Emergency Medical First Responder Services within their jurisdictional boundaries as a fully integrated component of the WCEMS system. The goal of this MOU is to create and operate an organized, prompt, efficient, and safe, high-quality evidence-based and outcomes driven community EMS system of care within Williamson County, Tennessee and all municipalities or townships established within the County. A reference to all parties will be hereinafter referred to as "Agencies".

All Agencies are operating under the authorization of the Tennessee Department of Health, pursuant to standards adopted by the Tennessee Emergency Medical Services Board under the authority of Tennessee Code Annotated, Section 68-140-301 et seq. All operations conducted in accordance with this MOU shall be in accordance with Chapter 1200-12-01 of the General Rules of the Tennessee EMS Division, Tenn. Code Ann. § 7-61-102, and §12-9-101.

The Agencies desire to provide a rapid response and quality care to persons in need of emergency medical assistance and seek to do so through the authorization of:

- Tenn. Code Ann. § 7-61-102 which authorizes the governing body of any county or city of the state of Tennessee to make provisions for ambulance services
- TDH Rule 1200-12-01-.16 which requires, "the primary provider to coordinate all medical first responder services within its service area."

It is in the best interest of the County, Municipality, and the general public to establish a system of regulations, policies, and procedures governing the delivery of emergency medical services within their jurisdictional boundaries.

It is the intent of the Agencies that this MOU replace all previous understandings between the Agencies in its entirety.

NOW THEREFORE, the parties enter into the following terms and conditions:

I. Provision of Services

A. Municipalities shall strive to provide services twenty-four (24) hours a day, seven (7) days a week.

B. WCEMS agrees to provide Advance Life Support ("ALS") ambulances and EMS Field Supervisors available for response across all of Williamson County including each city or township, twenty-four (24) hours a day, seven (7) days a week. WCEMS shall operate a fully dynamic system, which re-positions deployable resources throughout each twenty-four (24) hour period based on a combination of staffing levels, population density, historical call volume patterns, and response time benchmarks so as to maximize community wide coverage.

II. Nature of Calls

A. The WCEMS system medical director, as authorized by the EMS system director, and in collaboration with the Municipality, shall pre-determine medical call classification and prioritization protocols.

B. All emergency medical requests shall be determined through the 911 call interrogation process and require an expedited dispatch and emergency response of the closest appropriate medical first responder unit(s), WCEMS unit(s), and law enforcement or other support agencies as indicated.

C. All agencies, including PSAPs, shall have service delivery time objective goals, where applicable, that are consistent with the most current version of NFPA 1710 for the following:

  a. Alarm Answering Time
  b. Alarm Handling Time
  c. Alarm Processing Time
  d. Alarm Transfer Time
  e. Turnout Time
  f. Travel Time

D. Any Public Safety Answering Point ("PSAP") other than ECOMM shall not transfer any emergency medical request determined to be a cardiac arrest. In these instances, the incident information should be relayed to ECOMM by another means while the original PSAP provides pre-arrival CPR instructions.

E. Priority 3 medical requests, as defined in the ECOMM CAD system, are determined to only require an immediate non-emergency response of the closest appropriate WCEMS unit which could include state approved non-ambulance based medical providers or re-allocation to other preapproved resources. The designated medical responder can request additional resources as determined by the situation once an assessment or additional information has been provided.

F. The Municipality shall respond, when dispatched, to the scene of any priority medical emergency within their jurisdiction to render emergency medical care prior to the arrival of and/or in cooperation with WCEMS.

III. <u>Communications Procedures</u>

A. All response made under this MOU shall be dispatched by ECOMM and the Municipality's dispatch center.

B. All parties will use the Middle-Tennessee Regional Radio System ("MTRRS") for all radio communications related to response under this MOU.

IV. <u>Designation/Authorization of Emergency Response Vehicles</u>

All authorized emergency vehicles operated by each Agency designated for the utilization of emergency medical care may be used for response under this MOU. Each Agency shall be responsible for ensuring all of its emergency vehicles meet all applicable standards for emergency vehicles as outlined in the State of Tennessee applicable regulations and shall be equipped in accordance with Chapter 1200-12-01 of the General Rules of the Tennessee EMS Division.

V. <u>Personnel and Staffing</u>

A. Each Agency shall be responsible for ensuring its personnel that are providing patient care have current Tennessee certification/licensure as Emergency Medical Responder ("EMR"), Emergency Medical Technician ("EMT"), Advanced Emergency Medical Technician ("AEMT"), Paramedic ("PM") or Critical Care Paramedic ("CCPM") and maintain current educational requirements as designated by the State of Tennessee.

B. Authorized scope of practice for each responder will be at the discretion of the WCEMS Medical Director.

C. The Municipality shall:

  1. provide to WCEMS a current roster of all licensed/certified personnel relevant to this MOU as changes occur; and

  2. maintain copies of current licensures, certifications, competencies, and verification of training necessary to meet the requirements of the state EMS office annual audit and the agreed upon WCEMS system requirements and provide documentation when requested by WCEMS.

VI. Medical Equipment & Supplies

A. Medical direction and local protocol will dictate the type and number of medical equipment and/or devices that shall be maintained above and beyond the minimum standards required by TN EMS Rules.

B. It is the responsibility of each Agency to obtain and maintain the appropriate supplies and equipment in working condition and available at all times for patient care administration.

C. WCEMS will replenish disposable medical supplies periodically as a medical first responder Agency uses the disposable medical supplies in the process of rendering first responder services as a part of this MOU. The procedures for replenishment of supplies will be determined by agreement of the Agencies.

VII. On-Scene Coordination of Resources, Responsibilities and Roles

A. When appropriate, the Incident Command System ("ICS") shall be used by the Agencies on each incident to promote a coordinated, efficient, and safe operation. All incident communications, such as requests for additional resources should be channeled through the Incident Commander. In most cases, a single incident commander will be provided from the municipal fire agency.

B. When applicable, the first Agency on the scene should conduct an initial assessment of the situation including an initial scene survey, number of patients, and smart triage color prioritization of each patient while simultaneously establishing initial assessment and prioritized interventions.

C. In complex events involving multiple aspects of each agencies operations, Unified Command will be used, pursuant to the National Incident Management System ("NIMS").

D. Care Coordination

  a. Teamwork - regardless of which Agency arrives on the scene first or if they arrive together, the goal is to always prioritize safety, professionalism, and mutual respect to everyone (colleagues, patients, family, by-standers). Providing exceptional patient care is a team effort and requires every responder to focus first on identifying and correcting immediate threats to life, while simultaneously promoting a patient experience that exemplifies caring compassionately for the smallest detail.

  b. Lead medical providers and hand off of care

    i. The lead medical provider for the first responder Agency and the primary EMS provider is defined as the individual in charge of patient care with the highest level of EMS licensure they are credentialed to practice at under their individual Agency's policy, Agency command structure, the EMS system medical director, and EMS Rule 1200.

    ii. The highest-level licensed and EMS system credentialed medical provider on scene, regardless of agency affiliation, will assume the primary responsibility for patient care until relieved by a provider of equal or higher licensure and EMS system credentialing level.

    iii. To facilitate patient safety and continuity of patient care, the lead medical provider of the first responding Agency transferring patient care ("Transferring Agency") will provide a verbal patient report to the lead medical provider of the EMS team receiving and assuming care of the patient ("Receiving Agency").

      1. Such report should include any clinically relevant information concerning the patient's condition and treatment provided prior to transfer ("Transfer Information"). Once the Transferring Agency has communicated the Transfer Information to the Receiving Agency, the Transferring Agency will be relieved of any continued patient-care responsibilities unless otherwise requested by the Receiving Agency.

  c. Medical first responder arriving first on scene

    i. Ensure the appropriate team leader establishes incident command as indicated and lead medical first responder assumes responsibility for the initial triage, care, and treatment of the patient(s).

ii. Survey the scene & rapid initial triage to identify and address immediate life threats and request additional resources as needed.

iii. Once EMS arrives on scene – the team should begin to integrate into incident and the care of each patient by receiving a hand off report from the lead medical first responder and then assuming responsibility for patient care and transport decisions.

iv. To ensure continuity of care, hand off reports should occur between providers of equal or higher licensure level & EMS system credentialing. EMR, EMT, or AEMT to AEMT or Paramedic to Paramedic.

v. First responders will continue to provide support and manpower as needed.

d. EMS unit arriving on the scene first

i. The appropriate team leader establishes incident command as indicated and the lead medical provider assumes responsibility for the care and treatment of the patient(s).

ii. Scene survey & rapid initial triage occurs first to identify and address immediate life threats and request additional resources as needed.

iii. When medical first responders arrive on the scene – the team should begin to seamlessly integrate into the incident and the care of each patient by receiving a report from the lead EMS provider and then assuming a supportive role as needed.

e. EMS and medical first responder simultaneously arriving on the scene.

i. The appropriate team leader establishes incident command as indicated and the Lead EMS provider shall assume responsibility for the care and treatment of the patient(s). The lead medical first responder should work in conjunction with the lead EMS provider to ensure seamless integration and support of the patient.

ii. Scene survey & rapid initial triage occurs first to identify and address immediate life threats and request additional resources as needed.

iii. Simultaneous arrival creates the opportunity for teamwork and specialization within disciplines, whereas the lead EMS provider and team can focus more specifically on patient care and the lead medical first responder can focus on incident command, logistics, rescue, fire suppression, and overall scene safety.

E. Universal Precautions will be used on all patients. Each Agency will provide and maintain adequate supplies for its personnel to practice Universal Precautions based on protocol and CDC guidance.

F. All infectious scene material will be collected and placed in a red biohazard bag by responding Agency for disposal by WCEMS. If WCEMS leaves any scene before this process can be completed, the Agency may coordinate with WCEMS to arrange red bag disposal. Agencies will decontaminate all blood spills on public property prior to leaving the scene.

IX. Medical Direction and Protocols

A. All aspects of medical care provided under this MOU, including personnel, equipment, training, protocols, and QA are conditioned on authorization of the medical director, and further administered by WCEMS.

B. Current copies of EMS Protocols & Procedures will be provided to Municipalities in electronic format and the Municipality will be notified in writing of any changes/updates allowing for the distribution of changes to all personnel in a timely manner.

X. Exchange of Patient Information and Quality Assurance

A. A verbal "hand-off" report will be given to EMS on their arrival, to ensure continuity of care.

B. Pursuant to the Health Insurance Portability and Accountability Act and T.C.A. § 10-7-504, all personally identifiable patient information and records obtained and maintained by the Agencies are confidential and not disclosable or open for inspection by members of the public. A complete written or electronic patient care report shall be made available to EMS within twenty-four (24) hours of each patient encounter.

C. The Agencies will provide electronic access to one or more platforms that will permit each to create performance reports and for monitoring the status and location of units providing services under this agreement.

D. When possible, and in compliance with HIPPA regulations, notable patient outcomes will be shared with municipal representatives

E. Patient care reports will be evaluated for accuracy and completeness in coordination with WCEMS. Additionally, a random sampling of chief complaints will be reviewed in detail for quality management/training purposes.

F. WCEMS will establish an EMS Quality Assurance and Training Committee ("Committee") for the purpose of sharing information and formulating recommendations with other Municipal command staff regarding medical response. The municipality will designate at least one individual to represent their agency as a part of the Committee. The Committee will meet at least once per quarter to review emergency medical responses and to address any improvement opportunities or highlights of exceptional performance regarding the provision of emergency medical services as described herein. The Committee may identify and recommend needed changes regarding patient care, the protocols, procedures, response, or other related matters. The Committee will establish a plan for coordinated training and community disaster response preparation.

XI. Training

A. Each Agency shall require all licensed/certified personnel to annually:

   1. Attend a minimum of six (6) hours of medical continuing education; and
   2. Attend annual competency testing authorized by the medical director.

B. The Agencies will collaborate in the distribution of their respective training calendars in an effort to provide all personnel from each Agency an opportunity to participate in emergency medical services training and/or emergency services operations training.

C. Training will be consistent with TDH Rule 1200-12-01-.04 renewal requirements for certification or licensure and consistent with TDH Rule 1200- 12-01-.14(5) – (7). Pursuant to TDH Rule 1200-12-01-.14(7) the training Agency will grant Continuing Education Units (CEUs) for in-house training conducted by that Agency and provide all documentation required to make the record under this Rule.

XII. Liability Insurance

Each Agency shall maintain professional liability insurance, general liability, workers compensation as required by law, and medical malpractice with coverage not less than the tort liability limits established under the Tennessee Governmental Tort Liability Act to provide indemnity to emergency care personnel and the organization to the fullest extent permissible by applicable law. Each Emergency Medical First Responder Service shall maintain no less than the minimum liability coverage which is set forth in T.C.A. § 29-20-403.

XIII. Terms of MOU

A. This MOU is by and between independent agencies and is not intended to and shall not be construed to create a relationship of agents, servants, employees, or associations.

B. The employees of the Municipality and County are solely the officers, agents, or employees of the entity that hired them. Each Agency assumes any and all liability for the payment of salaries, wages, or other compensation due or claimed due, including workers' compensation claims of each Agency's employees. Neither the Municipality nor the County is liable for compensation or indemnity to the Municipality's employee for injury or sickness arising out of the employee's employment. The Agencies shall not assign any rights or duties under this MOU to a third party without the written consent of both Agencies. This MOU may be amended by written agreement of the Agencies.

C. The Agencies agree to comply with any applicable federal, state, and local laws and regulations. Each Agency is responsible for reporting alleged violations of state law or rules to the Regional EMS Consultant of the Department of Health. The Agencies will not contact any state authority regarding the other Agency without first consulting with the other Agency's highest level command authority.

D. This MOU shall be effective upon obtaining signatures from WMC and the Municipality. This MOU will remain in effect for a term of three (3) years and may be extended for one additional three (3) year term upon the mutual agreement of the parties no later than ninety (90) days prior to the expiring term. Either Agency may terminate their participation in this Agreement upon no less than one hundred eighty (180) days prior written notice to the other Agency.

E. Any party has the right to terminate this Agreement in the event of a material breach by another party. In the event of any actual or suspected material breach, the non-breaching Agency will provide written notice of the breach, and the breaching Agency has 30 days from the date of the notice to cure the breach. Should the breach not be cured within that period, the non-breaching Agency may exercise its right of termination by providing the required notice of termination.

IN WITNESS WHEREOF, the parties have executed this MOU on _____ of ____________________________, 2022.

City of Franklin, Tennessee

By: ____ Date: _______
Dr. Ken Moore, Mayor

Attest: ____ Date: ____________
Eric S. Stuckey, City Administrator

Approved as to form:

By:____
Jeana D. Hendrix, Staff Attorney

Williamson County Hospital District d/b/a Williamson Medical Center

By: ___________________________________ Date: ________

Name/Title: ____

https://buergerlaw.sharepoint.com/Client Files/Hospital & County/Williamson County/Agreements/Williamson Medical Center/First Responder MOU with Municipalities/2022/2022.08.01 Draft MOU Emergency Medical First Responders.docx

City of Franklin

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

File #: 21-03845

DATE: November 14, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator

SUBJECT:

*Consideration Of Resolution 2022-74, A Resolution To Create An Organizational Chart For The Transit Fund
Finance 12/1/22, 4-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2022-74, a Resolution to Create an Organizational Chart for the Transit Fund.

BACKGROUND/STAFF COMMENTS:

The City of Franklin strives to take advantage of the best talent available while maintaining a nimble organization to best serve its citizens. This resolution requests the creation of a new position within the Transit Fund of the City of Franklin - a Contract Compliance Analyst. This position will report to the Assistant City Administrator for Community and Economic Development and function by assisting in the compliance of the Franklin Transit Authority in matters pertaining to financial oversight and reporting.

On April 15, 2022, the City of Franklin and Franklin Transit Authority received the final report from the Federal Transit Administration's full scope systems review of the Franklin Transit Authority. The report identified three material weaknesses on organizational structure, governance and oversight, and controls over financial reporting, two significant deficiencies on reimbursement requests and farebox revenue procedures, and two advisory comments on timesheet approvals and capital projects planning. As a result, additional staff support representing the City is critical to respond to the audits findings and strengthen the financial oversight of transit related matters.

FINANCIAL IMPACT:

There will be an increase in expenditure directly related to this position. However, it is difficult to quantify the direct financial impact at this time with this organizational change. This is because the annual budget subsidy from the City of Franklin to the Transit Fund is seldom fully used; should there be a need to add additional resources as a result of the position change, sufficient funds will be added to a subsequent budget amendment in FY 2023.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2022-74.

RESOLUTION 2022-74

A RESOLUTION TO CREATE AN ORGANIZATIONAL CHART FOR THE TRANSIT FUND

WHEREAS, the Board of Mayor and Alderman established the annual budget for the City of Franklin for the Fiscal Year 2022-2023 by Ordinance 2022-12, effective July 1, 2022; and

WHEREAS, the City Administrator desires to adjust the Organizational Chart of the Administration Department; and

WHEREAS, with respect to the Administration Department the reorganization will provide for more appropriate division of duties to maximize operational effectiveness; and

WHEREAS, the Board of Mayor Aldermen desires to support the minor reorganizations of the Administration Department to include this initiative; and

WHEREAS, the Board of Mayor Aldermen believes it is in the best interest of the City of Franklin to adopt such change.

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

Section 1. The City of Franklin hereby adopts the Organization and Personnel Charts for the Transit Fund to be incorporated within the FY 2022-23 Budget, as shown in Exhibit A, attached, with the creation of one (1) Contract Compliance Analyst position (Grade H). Additional compensation will be covered in a later budget amendment.

Section 2. That the Resolution shall be effective upon adoption.

IT IS SO RESOLVED AND DONE on this ______ day of _______2022.

ATTEST

By: ____________________
Eric S. Stuckey
City administrator

CITY OF FRANKIN, TENNESSEE

By:______________________
Dr. Ken Moore
Mayor

Approved as to form

By: ___________________________________
Shauna R. Billingsley
City Attorney

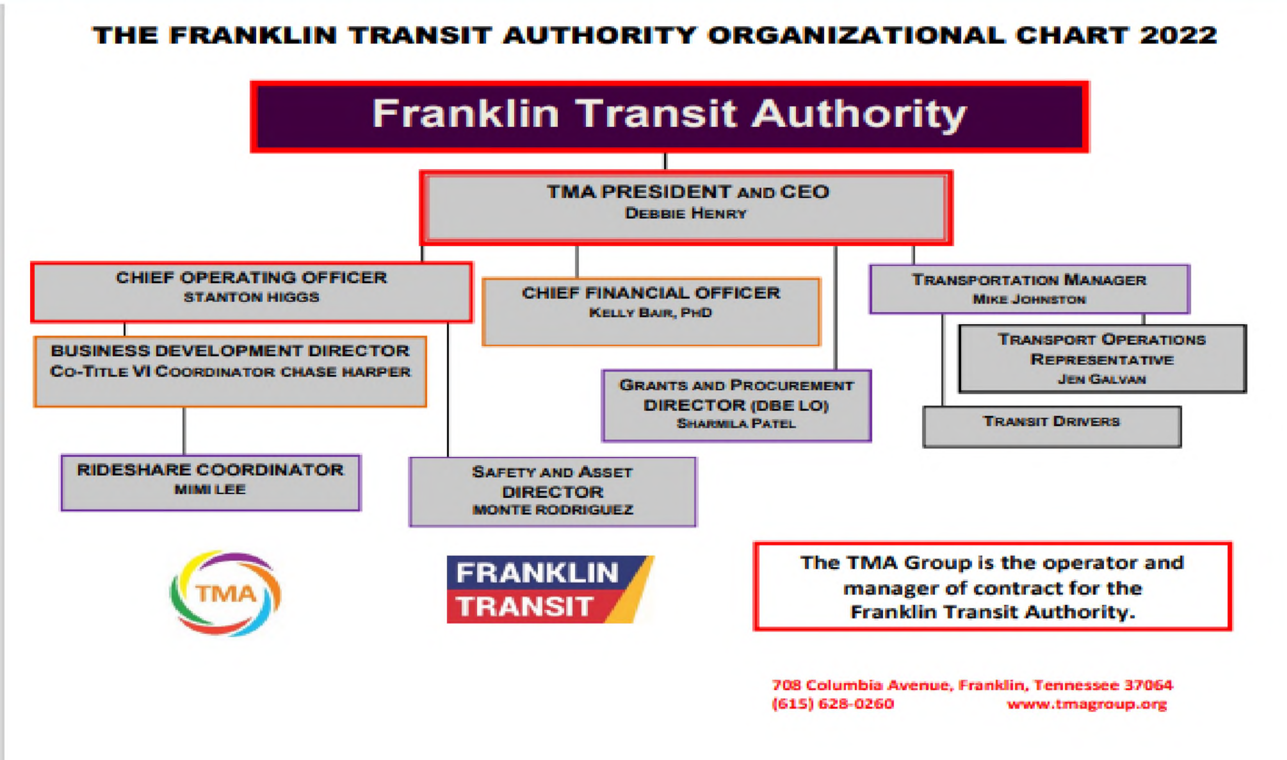
Law Dept approved (2) 12.02.22

Performance Measures (con't)

Franklin Citizens Survey

		2016 Citizens Survey		2019 Citizens Survey	
		Excellent/ Good	Fair/Poor	Excellent/ Good	Fair/Poor
☑	% rating the quality of bus or transit service	42%	58%	54%	46%

Organizational Chart (Current)

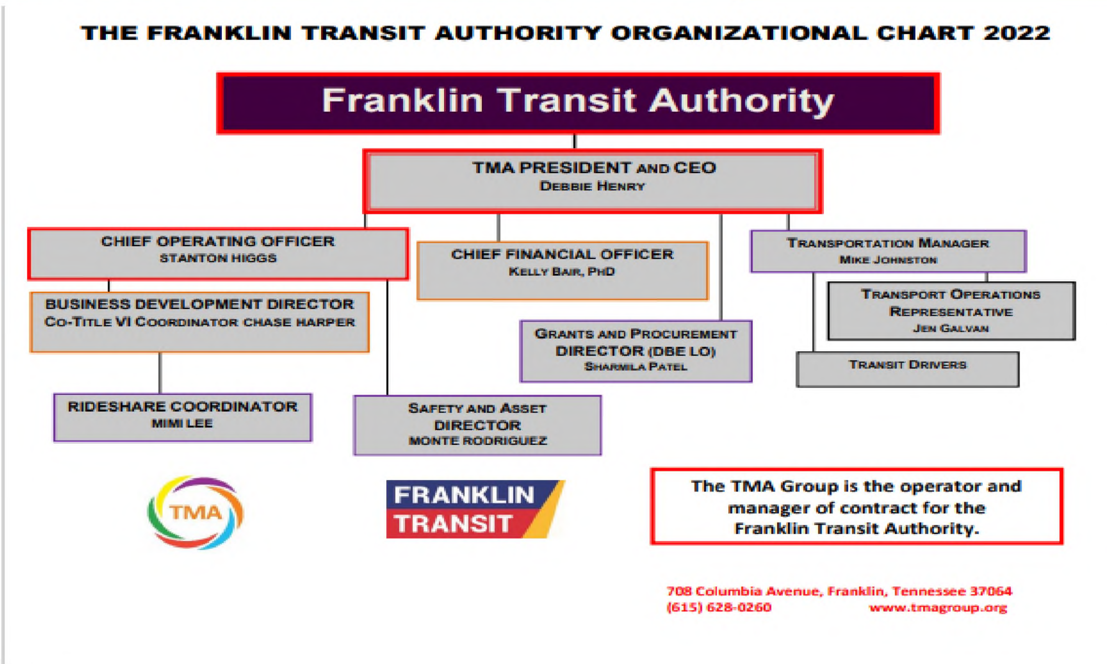


Performance Measures (con't)

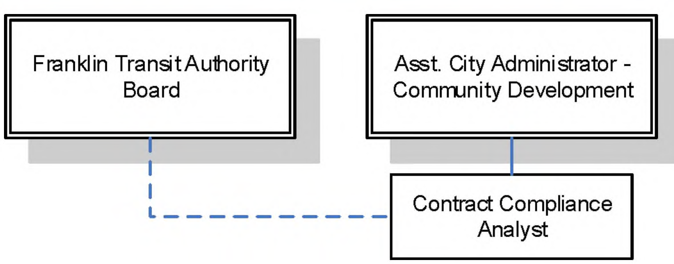
Franklin Citizens Survey

	2016 Citizens Survey		2019 Citizens Survey	
	Excellent/ Good	Fair/Poor	Excellent/ Good	Fair/Poor
☑ % rating the quality of bus or transit service	42%	58%	54%	46%

Organizational Chart - Franklin Transit Authority



Organizational Chart - City of Franklin (Proposed)



Staffing by Position (Proposed)

Budget Positions	Pay Grade	FY 2019		FY 2020		FY 2021		FY 2022		FY 2023	
		F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T	F-T	P-T
Contract Compliance Analyst	Grade H	0	0	0	0	0	0	0	0	0	1
Total Authorized Positions		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**1**

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

City of Franklin

File #: 21-03863

DATE: November 14, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Michael Walters Young, Budget and Analytics Manager

SUBJECT:

*Consideration Of Resolution 2022-75, A Resolution Of The Board Of Mayor And Aldermen For The City Of Franklin Adopting Budget Goals For The Fiscal Year 2023-2024
Finance 12/1/22, 4-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2022-75, A Resolution To Adopt Budget Goals for FY 2023-2024.

BACKGROUND/STAFF COMMENTS:

Setting targeted goals is vital to accomplishment of any plan. For a financial plan to succeed, targeted goals are vital in guiding policymakers and civil servants in ensuring city services are provided in the most effective manner possible. The FY 2024 Budget goals are provided showing both the type of goal but where (and if) the proposed goal ties into FranklinForward, the City of Franklin's Strategic Plan.

The intent of a separate resolution proposing budget goals is to provide staff overarching direction in their preparation of budget requests for the upcoming fiscal year and ensure that the goals of the organization are being met through those submissions.

FINANCIAL IMPACT:

Although there is no cost associated with this item, the direction provided within this item will influence and determine the levels of resources available for the entire next Fiscal Year.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2022-75.

RESOLUTION 2022-75

A RESOLUTION OF THE BOARD OF MAYOR AND ALDERMEN FOR THE CITY OF FRANKLIN ADOPTING BUDGET GOALS FOR THE FISCAL YEAR 2023-2024

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

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

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

WHEREAS, a set of goals has been reviewed by the full Board of Mayor & Aldermen; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to adopt the budget goals for the fiscal year 2023-2024.

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

SECTION 1. The Goals for Fiscal Year 2023-2024, as set forth more fully in **Attachment A,** is herewith approved and adopted.

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

IT IS SO RESOLVED AND DONE on this ____ day of _______________, 20__.

ATTEST:

By: _____________________________
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE

By: _____________________________
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____________________________
Shauna R. Billingsley
City Attorney

Law Dept approved 12.09.22

Budget Planning

Budget Goals

Setting targeted goals is vital to accomplishment of any plan. For a financial plan to succeed, targeted goals are vital in guiding policymakers and civil servants in ensuring city services are provided in the most effective manner possible. These FY 2024 Budget goals are provided herein showing both the type of goal but where (and if) the proposed goal ties into **Franklin*Forward***, the City of Franklin's Strategic Plan.

Financial Goals

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

Non-Financial Goals

- Maintain and enhance services to citizens. Focus on the delivery of high-quality services to residents, businesses, and visitors.
- Focus on the delivery of projects approved through the 10-year Capital Investment Program and supported by the Invest Franklin initiative
- Focus on continued maintenance and improvement to the water and wastewater infrastructure by advancing rate-funded capital projects.

City of Franklin, Tennessee
FY 2024 Operating Budget

Budget Planning

	• Develop, adopt, and implement programs and policies, which create and sustain a positive economic environment within the City of Franklin supporting job growth and private investment.
	• Promote the City as a preferred economic development location in cooperation with the State of Tennessee, Williamson County and other partners. Promote economic prosperity and enhance Franklin's competitive position.
	• Continue an emphasis on maintenance of facilities and equipment with replacement of the City's fixed assets as necessary, which include equipment, infrastructure, and facilities.
	• Continue and further enhance our commitment to employee training and professional development, and thereby providing a positive work environment for teamwork, individual and department initiatives, productivity, and individual development.
	• Maintain and continue to enhance the compensation and benefit plan for employees within our financial capabilities; to retain and attract qualified and motivated employees in a highly competitive market.
	• Continue commitment to the vitality of the downtown area, historical areas, and neighborhoods throughout the city.
	• Support the sustainability efforts identified by staff and the City's Sustainability Commission.

Specific Fiscal Year 2024 Initiatives

	• Work towards the development of incentives and strategies for affordable and workforce housing in the City of Franklin.
	• Support and connect the City's operational efforts to long-term planning initiatives. These key planning efforts include the Board-adopted strategic plan Franklin*Forward* , the Integrated Water Resource Plan (IWRP), the Comprehensive Transportation Plan, the Park's Master Plan, the Greenway/Open Space Plan, and the Envision Franklin land use plan.
	· Continue work on the City's growth management strategies focusing on targeted infrastructure enhancements. Support dialog with key stakeholders including Williamson County on growth patterns, infrastructure planning, and long term land use strategies. Actively engage in the update of the Countywide Growth Plan working with Williamson County and the other municipalities within the county.
	· Update the City of Franklin's land use plan, Envision Franklin, to reflect community aspirations, lessons learned through the first five years of plan implementation, and effective stewardship of the community's built and natural environment.

City of Franklin, Tennessee
FY 2024 Operating Budget

Budget Planning

	· Continue efforts to recruit qualified employees including efforts to diversify the workforce. Review the City's compensation plan to maintain the City's position as a highly competitive employer in the region.
	• Continue to identify opportunities to expand and enhance the City's engagement with the public through various strategies and mediums.
	• Promote/market the City as a preferred economic development location in cooperation with the State of Tennessee, Williamson County and other partners.
	• Continue the City's participation and leadership in the statewide benchmarking program, the city-wide performance measurement program connecting measures to the Board's strategic plan, **Franklin*Forward***, and further development and build out of the City's Open Performance website - http://performance.franklintn.gov. Work with the Board to update the strategic plan.
	• Continue work toward additional long-term funding strategies for multi-modal and vehicular transportation needs in Franklin, Williamson County, and throughout the Middle Tennessee region.

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

File #: 21-03980

DATE: November 15, 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

SUBJECT:

*Consideration Of Ordinance 2022-44, An Ordinance Revising The Installation Fees For Title 18, Chapters Appendix A, Comprehensive Fees And Penalties Chapter 18 Of The Franklin Municipal Code

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Ordinance 2022-44 to Chapter 18 of the City's Municipal Code.

BACKGROUND/STAFF COMMENTS:

The installation fees paid by new customers connection to the distribution and collection system are meant to recapture the costs used by the Water Management Department for installation of a tap or meter, depending on the location. These fees have not been updated in over 15 years and are not an accurate or equitable assessment of labor, equipment, and material costs seen today when performing this work. This revision to the Municipal Code will update those costs and provide a more equitable assessment for the work performed by the Water Management Department.

FINANCIAL IMPACT:

Installation fees vary for the distribution system between $500 to $4,900; for the collection system from $500 to $4,900; and for the reclaimed distribution system between $1,000 to $4,900.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2022-44.

ORDINANCE 2022-44

AN ORDINANCE TO AMEND TITLE 18 – WATER AND SEWERS OF THE FRANKLIN MUNICIPAL CODE FOR PROVIDING EQUITABLE FEE STRUCTURE FOR THE WATER AND SANITARY SEWER IMPACT FEES STRUCTURE AND UPDATED INSTALLATION FEES AND FOR MODIFYING APPENDIX A, COMPREHENSIVE FEES AND PENALTIES IN SUPPORT OF THE MODIFICATIONS TO TITLE 18

WHEREAS, for promoting the public health, safety, comfort, convenience, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations and standards that encourage and advance the quality of life within the City; and

WHEREAS, in its legislative judgment, the Board of Mayor and Aldermen has found that ordinances and policies that regulate land use, guide the maintenance of the City's infrastructure, and delivery of essential services must be dynamic and modified from time to time to reflect changes in best practices, model codes, land and labor costs, and safety standards necessary to preserve and promote the private and public interest; and

WHEREAS, the Franklin Board of Mayor and Aldermen have, on behalf of the citizens of Franklin, invested in public water and sanitary sewer systems to accommodate the continued growth of the City; and

WHEREAS, the City of Franklin is endeavoring to equitably charge for the required capacity needed for continued growth of the distribution and collection systems and treatment facilities to match the growing populations; and

WHEREAS, the City of Franklin desires to charge fees for such funding to aptly respond to ongoing and shifting capital investment needs; 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 BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I: BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, Tennessee, that Title 18, Chapters 1 and 2, and Appendix A, Comprehensive Fees and Penalties, Chapter 18, of the Franklin Municipal Code, is hereby amended by deleting the existing sections in their entirety and replacing as follows:

APPENDIX A - COMPREHENSIVE FEES AND PENALTIES

CHAPTER 18. - WATER AND SEWERS

Fire Hydrant and Sprinkler System (Private) System Development and Meter Installation Fees

System Development Fee (SDF)		$500.00 per inch diameter of connection line	
Water Meter or Service Line Size	SDF	Complete Installation	Installation of Meter and Meter Box Only
¾″ or ⅝″ meter	$500	$3,550	$500
1″ meter	$500	$3,600	$550
1½″ meter	$750	$4,650	$1,600
2″ meter	$1,000	$4,900	$1,800
3″ meter *	$1,500	$1,000	$1,000
4″ meter *	$2,000	$1,000	$1,000
6″ meter *	$3,000	$1,000	$1,000
8″ meter *	$4,000	$1,000	$1,000

* Fee only covers inspection cost, developer will install meter

Water Impact Fees

Meter Size	Impact Fee	Irrigation Meter
¾"	2,089.00	3,150.00
1"	8,358.00	4,725.00
1½"	20,009.00	6,300.00
2"	26,745.00	7,875.00
3"	58,506.00	9,450.00
4"	83,580.00	11,025.00
6"	200,592.00	12,600.00
8"	250,740.00	14,175.00

Water Installation Fees

Meter Size	Installation Fee – Meter Only	Installation Fee – Complete Tap
¾”	$500	$3,550
1”	$550	$3,600
1 ½”	$1,600	$4,650
2”	$1,800	$4,900
3” – 8” *	$1,000	$1,000

* Fee only covers inspection cost, developer will install meter

Sewer Impact Fees

Water Meter Size	Impact Fee
¾"	3,544.00
1"	14,175.00
1½"	34,020.00
2"	45,360.00
3"	99,225.00
4"	141,750.00
6"	340,200.00
8"	425,250.00

Sewer Installation Fees

	Installation Fee – Tap Already Made	Installation Fee – Complete Tap
Up to 2” sewer service	$550	$3,600
2” - 6” sewer service	$550	$4,500

Effluent Disposal Assessment Fee (EDA)

Water Meter Size	EDA Fee
⅝″ × ¾″	$450.00
1″	1,800.00
1½″	4,320.00
2″	5,760.00
3″	12,600.00
4″	18,000.00
6″	43,200.00
8″	54,000.00

Reclaimed Water Connection and Meter Installation Fee

Meter Size	Reclaimed Water Connection Fee	Complete Installation
⅝″ × ¾″	$500.00	$3,550
1″	$500.00	$3,600
1½″	$500.00	$4,650
2″	$500.00	$4,900
3″ - 8″ *	$500.00	$1,000

* Fee only covers inspection cost, developer will install meter

IT IS SO ORDAINED AND DONE on this ____ day of _______________, 20__.

ATTEST:

By:_______________________________
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By:____________________________
Dr. Ken Moore
Mayor

Approved as to Form:

By: _______________________________
Shauna R. Billingsley
City Attorney

City of Franklin

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

File #: 21-03787

DATE: November 1, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO

SUBJECT:

Consideration Of Resolution 2022-78, A Resolution For A Third Amendment To The City Of Franklin Amended And Restated Employees' Pension Plan Dated Effective As Of January 1, 2018 Regarding The Measuring Period For Average Compensation
Pension 12/5/22, 5-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2022-78, related to the definition of average compensation for the closed pension plan.

BACKGROUND/STAFF COMMENTS:

The Average Compensation period for purposes of calculating benefits in the closed pension plan is currently the average of the participant's compensation over the three or five consecutive whole calendar years of a participant's employment, depending upon when the employee was hired. Resolution 2022-78 shall change the definition to allow for the period to be a rolling 36 or 60 month period of the employee's final service.

FINANCIAL IMPACT:

There may be a financial impact to the closed pension fund from employees retiring a few months earlier than the end of the calendar year. The actuary for the pension plan reports than nearly 50% of retirees retire in the months of December or January. For purposes of estimating a financial impact to the closed pension plan, the actuary estimates that "roughly 1/3 of retirees would react to the change by retiring slightly earlier than before the change....Based upon these estimated changes in the distribution of retirement dates...this translates into a total increase of roughly 0.62% in the Plan's Entry Age Normal Past Service Liability." The full letter from Kevin Sullivan of USI is attached.

While the cost estimate is fairly small, the City may benefit from spacing out retirements throughout the year, which will allow for hiring and training replacement employees over a period of time. The change may also be viewed as beneficial to employees who prefer to retire at any point throughout the calendar year and at a time that is best suited for their next chapter of life.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2022-78.

S. Kevin Sullivan, F.S.A.
Direct Line: (629) 895-7855
Email: Kevin.Sullivan@usi.com

November 21, 2022

Kristine Brock
Assistant City Administrator/CFO
City of Franklin, Tennessee
109 Third Avenue South
Franklin, TN 37064

Dear Kristine:

Re: Actuarial Impact of Proposed Change to Definition of Average Compensation

The purpose of this letter is to provide our estimate of the cost increase to the City of Franklin Pension Plan (the "Plan") that would result from the proposed change to the definition of Average Compensation under the Plan.

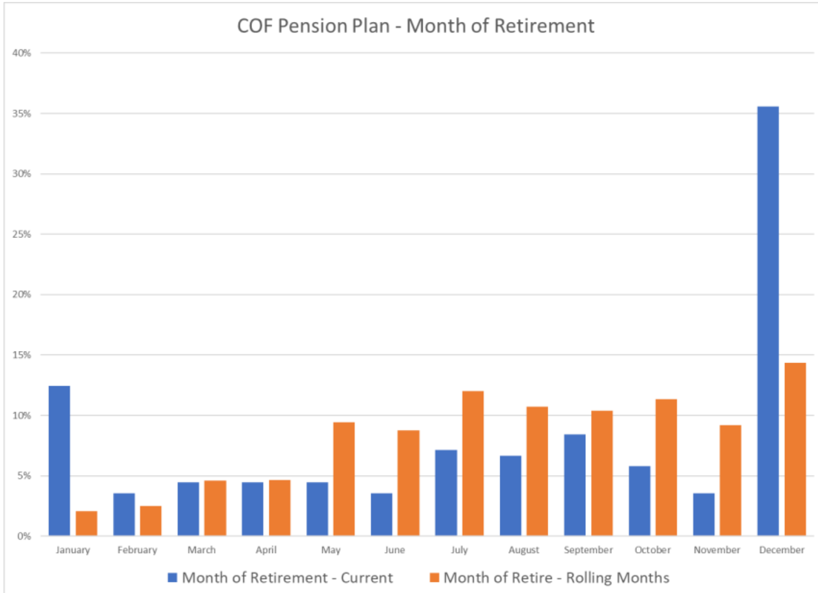
<u>Summary of Proposed Change</u>

Under the proposed change, the current definition of Average Compensation would be changed from highest three consecutive years of the last 10 to highest consecutive 36 months of the last 10 year (five consecutive years of the last 10 to highest consecutive 60 months for those hired on or after February 15, 2010).

In general, the cost impact of the change in the definition of Average Compensation will be determined by changes in the retirement timing of plan members and whether plan members tend to retire earlier or later as a result of the change.

Expected Changes to Retirement Patterns

The following graph shows the historical month of retirement for retired members of the plan (blue columns). The past pattern shows that a significant number of retirees (nearly 50%) retire in the months of December or January. Retiring in these months would place the member's retirement near the end of a fiscal year. This should have the impact of maximizing their final average compensation based on consecutive years. Also on the graph, the orange columns represent the distribution of retirements seen in a large regional plan that uses a definition of final average compensation based on consecutive months. The pattern in a plan using consecutive months is much more dispersed than the City of Franklin's historical experience but still shows a slight preference for retirements in the second half of the year with December having the highest number of retirements.



Impact of Change in Averaging Period

We estimate that as a result of the proposed change in the definition of Average Compensation, roughly 1/3 of retiring members would react to the change by retiring slightly earlier than before the change. Instead of retiring at the end of the year, these members would retire in the few months leading up to the year end. The remaining 2/3rds of members would continue to either retire close to the end of the year (1/3rd of the total) or retire as they do now throughout the year (1/3rd of the total). The table below summarizes the expected change in liabilities for each of these three groups.

Group	Portion of the Retiree Group	Average Change in Benefit Liability	Impact on Aggregate Plan Cost for Active Members
Continue to Retire Near 12/31	1/3 of Retirees	0%	0%
Continue to Retire Throughout the Year	1/3 of Retirees	6% Increase	2% Increase
Move from 12/31 to Earlier in the Year	1/3 of Retirees	2% Decrease	.667% Decrease

Based upon these estimated changes in the distribution of retirement dates, we would expect the change in the definition of Average Compensation to increase the liability of the active population by roughly 1.33%. This translates into a total increase of roughly 0.62% in the Plan's Entry Age Normal Past Service Liability. This increase in the Plan's liability is expected to create an increase in the recommended contribution of approximately 3.25%, as the increase in liability is amortized over a 20-year period.

Please let us know if any additional information is needed.

Sincerely,

Kevin Sullivan

S. Kevin Sullivan, F.S.A.

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RESOLUTION 2022-78

A RESOLUTION ADOPTING THE THIRD AMENDMENT TO THE CITY OF FRANKLIN AMENDED AND RESTATED EMPLOYEES' PENSION PLAN DATED EFFECTIVE AS OF JANUARY 1, 2018

WHEREAS, the City of Franklin (the "City") has previously established and currently maintains the City of Franklin Employees' Pension Plan (the "Plan"); and

WHEREAS, the City has amended and restated the plan effective as of January 1, 2018; and

WHEREAS, the City approved that certain First Amendment to the Plan by Resolution dated the 14th day of August, 2018; and

WHEREAS, the City approved that certain Second Amendment to the Plan by Resolution dated the 14th day of December, 2021; and

WHEREAS, the City has retained the right to amend the Plan; and

WHEREAS, the current plan provides that Average Compensation means the average of the Participant's Compensation over the three (3) consecutive whole calendar years of a Participant's Employment during which his Compensation was the greatest out of the last ten (10) calendar years or over a lesser number of Years of Employment actually served, provided, however, that for a Participant who was first hired by the City on or after February 15, 2010, "Average Compensation" shall mean the average of the Participant's Compensation over the five (5) consecutive whole calendar years of a Participant's Employment during which his Compensation was the greatest out of the last ten (10) calendar years or over a lesser number of Years of Employment actually served. Notwithstanding the foregoing, if the amount of Compensation in the whole or partial year in which the Participant terminates Employment is greater than the amount of Compensation for the first whole or partial year which would be used in determining the average hereunder, then the first whole year of actual Compensation shall be used in determining such Participant's Average Compensation; and

WHEREAS, it is recommended by staff that the Plan be amended to define Average Compensation as follows: (i) for Participants hired on or after February 15, 2010 the average of the Participant's Compensation over the consecutive sixty (60) month period of a Participant's Employment during which his Compensation was the greatest out of the last one hundred and twenty (120) months or over a lesser number of months of Employment actually served, and (ii) for Participants hired on or after May 1, 1971 and prior to February 15, 2010 the average of the Participant's Compensation over the consecutive thirty-six (36) month period of a Participant's Employment during which his Compensation was the greatest out of the last one hundred and twenty (120) months or over a lesser number of months of Employment actually served. For purposes of the above only months in which the Participant was employed and received

Compensation for a whole month shall be included. Such periods shall be referred to as a Measuring Period.

Notwithstanding the foregoing, for any Participant hired prior to the effective date of this amendment, if the result of the above applicable Measuring Period for such Participant is less that the result under the measuring period in effect to such Participant under the terms of this Plan prior to the effective date of this amendment, then such Participant's "Average Compensation" shall be the larger of the two results.

For any month included in the Measuring Period during which (i) the Participant in lieu of Compensation from the City was receiving payments under a plan with a third party vendor maintained by the City solely for the purpose of complying with applicable workers compensation, unemployment compensation, or substantially equivalent disability insurance laws for disabilities incurred in the course of an employee's duties with the City (a "Workers Compensation Month") and (ii) the Participant's Compensation in such Workers Compensation Month is less than the Participant's Compensation would otherwise have been from the City for Employment in such month, the Worker's Compensation Month shall be excluded in determining Average Compensation. In order to comprise a full Measuring Period, in lieu of the excluded Workers Compensation Month there shall be substituted the Participant's Compensation in the immediately preceding month of the Participant's employment with the City that is not a Workers Compensation Month. For purposes of the above only months in which the Participant was employed and receiving Compensation for a whole month shall be substituted. For any Participant hired prior to the effective date of this amendment, if the result of the above is less than the result under the terms of this Plan prior to the effective date of this amendment, then the larger of the two results shall apply in determining such Participant's "Average Compensation"; and

WHEREAS, the Board of Mayor and Aldermen has approved the amendment of the Plan as set forth herein; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to adopt the Third Amendment to the City of Franklin Amended and Restated Employees' Pension Plan dated effective as of January 1, 2018 to be effective the effective date set forth below.

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

The Third Amendment to the City of Franklin Amended and Restated Employees' Pension Plan dated effective as of January 1, 2018, attached as Exhibit A, amending the definition of Average Compensations is adopted in its entirety, which shall be effective commencing on or after the effective date set forth below

IT IS SO RESOLVED AND DONE on this ____ day of _______________, 20__ effective on and after the __ day of _________, 20__.

ATTEST:

By:______________________________
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By:____________________________
Dr. Ken Moore
Mayor

Approved as to Form:

By: ______________________________
Shauna R. Billingsley
City Attorney

EXHIBIT "A"

Section 1.9 shall be deleted and shall be amended and restated to provide as follows:

Section 1.9 "Average Compensation" shall mean (i) for Participants hired on or after February 15, 2010 the average of the Participant's Compensation over the consecutive sixty (60) month period of a Participant's Employment during which his Compensation was the greatest out of the last one hundred and twenty (120) months or over a lesser number of months of Employment actually served, and (ii) for Participants hired on or after May 1, 1971 and prior to February 15, 2010 the average of the Participant's Compensation over the consecutive thirty-six (36) month period of a Participant's Employment during which his Compensation was the greatest out of the last one hundred and twenty (120) months or over a lesser number of months of Employment actually served. For purposes of the above only months in which the Participant was employed and received Compensation for a whole month shall be included. Such periods shall be referred to as a Measuring Period.

Notwithstanding the foregoing, for any Participant hired prior to the effective date of this amendment, if the result of the above applicable Measuring Period for such Participant is less that the result under the measuring period in effect to such Participant under the terms of this Plan prior to the effective date of this amendment, then such Participant's "Average Compensation" shall be the larger of the two results.

For any month included in the Measuring Period during which (i) the Participant in lieu of Compensation from the City was receiving payments under a plan with a third party vendor maintained by the City solely for the purpose of complying with applicable workers compensation, unemployment compensation, or substantially equivalent disability insurance laws for disabilities incurred in the course of an employee's duties with the City (a "Workers Compensation Month") and (ii) the Participant's Compensation in such Workers Compensation Month is less than the Participant's Compensation would otherwise have been from the City for Employment in such month, the Worker's Compensation Month shall be excluded in determining Average Compensation. In order to comprise a full Measuring Period, in lieu of the excluded Workers Compensation Month there shall be substituted the Participant's Compensation in the immediately preceding month of the Participant's Employment that is not a Workers Compensation Month. For purposes of the above only months in which the Participant was employed and receiving Compensation for a whole month shall be substituted. For any Participant hired prior to the effective date of this amendment, if the result of the above is less than the result under the terms of this Plan prior to the effective date of this amendment, then the larger of the two results shall apply in determining such Participants "Average Compensation."

The Measuring Periods above shall be effective shall be effective on and after the __ day of ________, 20__.

City of Franklin

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

File #: 21-03788

DATE: November 1, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Kristine Brock, Asst. City Administrator/CFO

SUBJECT:

Consideration Of Resolution 2022-79, A Resolution To Adopt A Policy For The Amended and Restated Employees' Pension Plan Dated Effective As Of January 1, 2018 For Post-Retirement Benefit Increases Or Cost Of Living Adjustments.
Pension 12/5/22, 5-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a Cost of Living increase policy for the closed pension plan.

BACKGROUND/STAFF COMMENTS:

The closed pension plan provides that the Board of Mayor and Aldermen may on an annual basis consider a cost of living increase for retirees and beneficiaries receiving monthly retirement benefits. Without binding the plan to a Plan Amendment, the Board of Mayor And Aldermen may wish to adopt guidelines which they may use in consideration of any such cost of living increase. These guidelines provide a method by which the Board may determine future increases for retirees while at the same time protecting the funding status and funding requirements for the closed plan.

FINANCIAL IMPACT:

After researching the cost of living policies for well funded pension plans and with understanding of Tennessee State Law regarding awarding of benefits for single employer public pensions, staff recommends a COLA funding policy tiered to the funded ratio of the closed plan. The calculation for the COLA would be the annual change in the CPI index published by the U.S. Department of Labor for the month of March, which has been practice for at least the last 14 years. The funded ratio of the highest tier, 80%, is considered a minimum best practice funded ratio. The lowest tier, under 60%, aligns with TCA Title 9 Chapter 3 Part 5 of the Public Employee Defined Benefit Security Act of 2014 that states than any pension plan that is funded below 60% shall not establish benefit enhancements unless approved by the state treasurer. The maximum cost of living increase for the State of Tennessee Consolidated Retirement System pension plan is 3%.

Funded Ratio of the Plan	Maximum Cost of Living Percentage Increase	Minimum Cost of Living Percentage Increase
≥80%	3.5%	1%
60%≥79%	2.5%	1%
≤59%	0%	0%

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2022-79.

RESOLUTION 2022-79

A RESOLUTION TO ADOPT A POLICY FOR THE AMENDED AND RESTATED EMPLOYEES' PENSION PLAN DATED EFFECTIVE AS OF JANUARY 1, 2018 FOR POST-RETIREMENT BENEFIT INCREASES OR COST OF LIVING ADJUSTMENTS

WHEREAS, the City of Franklin (the "City") has previously established and currently maintains the City of Franklin Employees' Pension Plan (the "Plan"); and

WHEREAS, the City has amended and restated the plan effective as of January 1, 2018; and

WHEREAS, the City approved that certain First Amendment to the Plan by Resolution dated the 14th day of August, 2018; and

WHEREAS, the City approved that certain Second Amendment to the Plan by Resolution dated the 14th day of December, 2021; and

WHEREAS, while the City, by and through its elected Board of Mayor and Aldermen (the "Board"), retains the right to amend the Plan, there are times when a policy is in the best interest of the Plan and employees; and

WHEREAS, the Plan provides that the Board can on an annual basis consider a cost of living increase for retirees and beneficiaries receiving monthly retirement benefits from the Plan. The amount of such increase, if any, is recorded in City's Board of Aldermen Minutes Book; and

WHEREAS, without binding the Plan to a Plan Amendment mandating a cost of living increase in any specific year, or any years, the Board of Mayor and Aldermen wish to adopt guidelines which they can use in consideration of any such cost of living increase. The Board intends these guidelines to provide some uniformity in how the Board can determine an appropriate amount of any such increase. The Board also intends these guidelines to provide a method by which the Board can determine increases for retirees while at the same time protecting the funding status and funding requirements for the Plan. These guidelines then set parameters within which the Board, with the recommendation of the City Administrator, can propose cost of living increases without adverse impact on the Plan; and

WHEREAS, these guidelines are intended for use by the Board, these guidelines are not a Plan Amendment or a promise of any cost of living increase or any specific amount of cost of living in any specific Plan Year. The Board retains its discretion under the current provisions of the Plan to determine on an annual basis whether or not to provide a cost of living increase and the amount of any such increase; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to adopt a policy that sets forth a framework for post-retirement benefit increases or cost of living adjustments.

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

Section 1. If as of the Plan Year immediately preceding the effective date for any proposed cost of living increase for retirees' pensions the ratio of the market value of Plan assets to the actuarial accrued liability ("AAL) of the Plan (based on the assumptions and methods selected by the City in determining the Actuarial Determined Contribution ("ADC") and consistent with Tenn. Code Ann. 9-3-504 and reported in the Actuary Valuation Report by the actuary providing services to the Plan (the 'Funded Ratio")), equals or exceeds the amounts set forth in the table below, the Board will consider increasing the monthly retirement benefits of Retired Participants or other Participants or Beneficiaries receiving monthly benefits under the Plan by the applicable twelve (12) month percentage change in the Consumer Price Index (U.S. city average for all urban consumers (CPI-U)), excluding food and energy, published by the U.S. Department of Labor, Bureau of Labor Statistics for the March immediately preceding the effective date for any such proposed increase but subject to the following maximum and minimum limits in the table below:

Funded Ratio of the Closed Plan	Maximum Cost of Living Percentage Increase	Minimum Cost of Living Percentage Increase
≥80%	3.5%	1%
60%≥79%	2.5%	1%
≤59%	0%	0%

Any approved increase shall be effective for the first monthly payment in the July following the determination of such increase as provided above and shall be recorded in City's Board of Aldermen Minutes Book.

Section 2. Defined words in Section 1 above shall have the same meaning as set forth in the Plan. No terms of the Plan are amended by this resolution.

IT IS SO RESOLVED AND DONE on this ____ day of _______________, 20__.

ATTEST:

By:______________________________
Eric S. Stuckey
City Administrator

CITY OF FRANKLIN, TENNESSEE:

By:____________________________
Dr. Ken Moore
Mayor

Approved as to Form:

By: ______________________________
Shauna R. Billingsley
City Attorney

Law Dept approved 11.16.22

HISTORIC
FRANKLIN
TENNESSEE

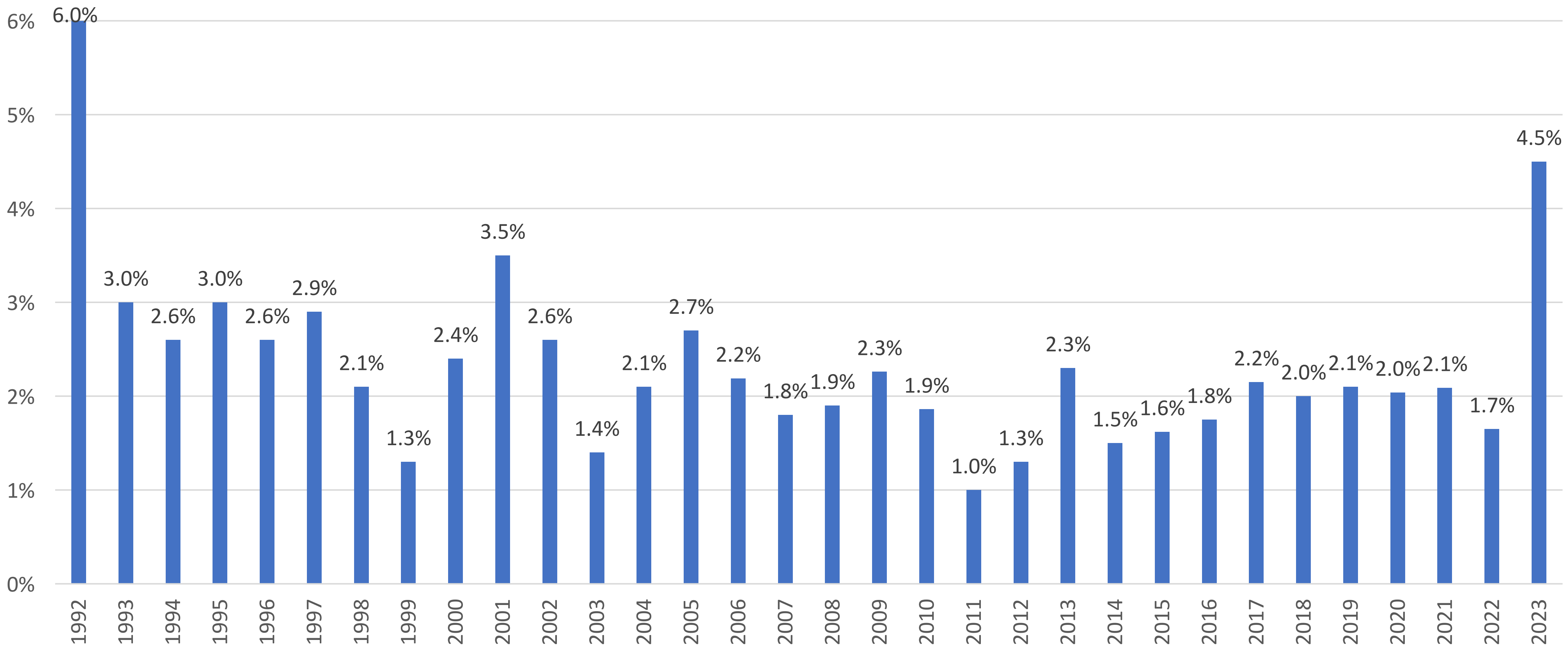
Cost of Living Policy for Closed Pension Plan

December 13, 2022

Cost of Living Increase Provisions

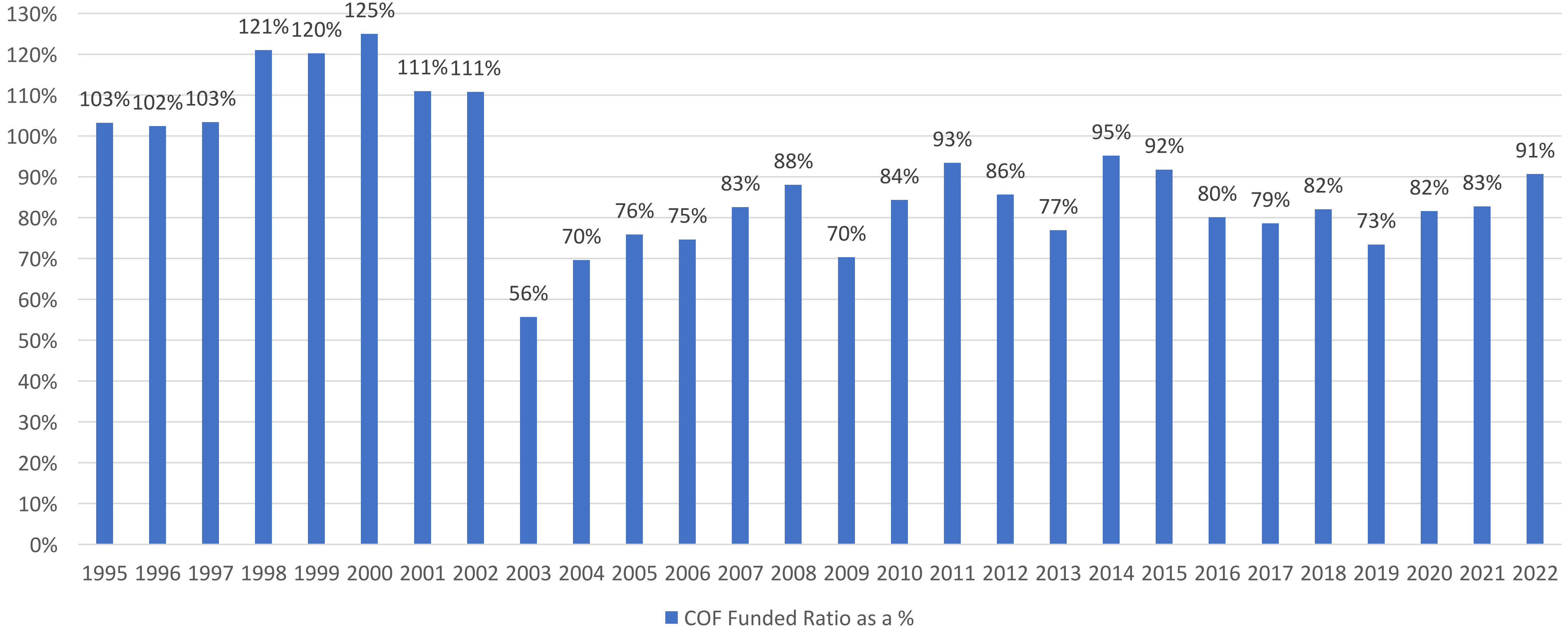
- Current Closed Plan for Employees Hired on or Before 12/31/2016- The Board of Mayor and Aldermen may provide a cost of living increase for retirees and beneficiaries by Resolution. Broad authorization that does not require BOMA to act, say when to implement, or how to calculate.
- Current Open TCRS Plan for Employees Hired on or After 1/1/2017- A COLA annually in July calculated as the annual change in the April Consumer Price Index, excluding food and fuel, subject to a maximum rate of 3%.
- Practice from calendar years 2009 to 2021 for the Closed Plan- BOMA provided a COLA annually in July calculated as the annual change in the March Consumer Price Index, excluding food and fuel.
- July 2022- BOMA provided a COLA increase of 4.5%.
- September 12, 2022- Employee Pension Committee discussed a proposal for BOMA consideration of COLA policy tiered to funded ratio of the plan.
- December 5, 2022- Employee Pension Committee recommended BOMA consideration of Resolution 2022-79 for a Cost of Living Policy for the Closing Pension Plan.

History of Cost of Living Adjustments FY 1992-2023



Numbers shown above are rounded to the nearest tenth of a percent. Excluding the outlier years of 1992 and 2023, the average annual increase has been 2.12%.

Actuarial Funded Ratio of Closed Plan Fiscal Years 1995-2022



The highest funded ratio in the modern era was 125% in FY 2000, which was prior to the increase in the benefit multiplier from 1% to 2%. Lowest was 56% in FY 2003, which is the only year in this period below the current State of Tennessee statutory threshold of 60%. There have been 7 years in the period when the ratio was higher than 60% but less than 80%.

Cost of Living Policies for Highly Funded State Public Pension Plans

Name of Plan- Funded Ratio	Summary Provisions	Maximum Rate (Cap)
South Dakota- 99%	Uses annual change in CPI, excluding food and fuel, to calculate rate.	Max rate of 3.5% No minimum rate
Wisconsin- 96%	Annual increases & decreases based on annual investment performance of the trust food.	No Max rate. Decreases are instituted when investment performance is negative.
Idaho- 94%	Uses annual change in CPI, excluding food and fuel, to calculate rate.	Any COLA over 1% requires legislative approval. In CY 2022, gave 3.5%.
New York- 92%	Uses annual change in CPI, excluding food and fuel, to calculate rate.	Max Rate of 3%. Minimum rate of 1%.
Nebraska- 91%	Uses annual change in CPI, excluding food and fuel, to calculate rate.	Max rate of 2.5% or 1% depending on plan provisions.
Tennessee (TCRS)- 91% *This is the City's Pension Plan for employees hired on or after 1/1/2017.*	Uses annual change in CPI, excluding food and fuel, to calculate rate.	Max rate of 3%. If less than 1% but greater than 0.5%, than the COLA is 1%. If less than 0.5%, there is no COLA.

Cost of Living Policies for Franklin Peer Cities

Name of Plan	Summary Provisions	Maximum Rate (Cap)
Wilmington, Asheville, Cary, North Carolina (State of North Carolina Local Government Employees Retirement System)	Uses annual change in CPI, excluding food and fuel, to calculate rate. Granting any COLA requires investment gains of at least the same amount.	Max rate of 4%
Mt. Pleasant, South Carolina (South Carolina Retirement System)	State law provides for an annual benefit adjustment of 1% up to a maximum of $500 per year.	1% or up to $500 per year
Dublin, Ohio (Ohio Public Employees Retirement System)	Uses annual change in CPI, excluding food and fuel, to calculate rate.	Max rate of 3%
Naperville, Illinois (Illinois Municipal Retirement Fund)	Uses annual change in CPI, excluding food and fuel, to calculate rate.	Max Rate of 3%. If CPI change as a % decreases or is no change, no increase is provided.
Counties and Majority of Cities in Tennessee (Tennessee Consolidated Retirement System)	Uses annual change in CPI, excluding food and fuel, to calculate rate.	Max rate of 3%. If less than 1% but greater than 0.5%, than the COLA is 1%. If less than 0.5%, there is no COLA.

For Consideration : A Cost of Living Policy for City of Franklin Closed Pension Plan (Resolution 2022-79)

- Upon approval of the Board of Mayor and Aldermen, a cost of living adjustment for retired participants and beneficiaries of the plan shall be awarded annually based upon the year over year change in the Consumer Price Index (CPI-U) in accordance with the maximum and minimum limits in the table:

Funded Ratio of the Closed Plan	Maximum Cost of Living Percentage Increase	Minimum Cost of Living Percentage Increase
≥80%	3.5%	1%
60%≥79%	2.5%	1%
≤59%	0%	0%

For fiscal years 1993-2022, the average annual increase was 2.12%. Comparing the average annual increase to the funded ratio during this period, there was only 1 year when the plan was funded less than 59%, which was FY 2003. As a note, the related Tennessee statute requiring State Treasurer approval to award additional benefits when funded less than 60% was enacted in 2014.

FY 23 Compensation Plan Update And Compression Adjustment

- **Eric Stuckey - City Administrator**
- **Kevin Townsel, J.D. - Director of Human Resources**
- **Delaney Childress, Human Resources Manager**
- **Chris Franklin – Management Fellow**

HISTORIC CITY OF FRANKLIN, TENNESSEE 1799

Background

- Prior to July 1, 2022, The Compensation and Classification Plan was last updated for FY18.
- The update had been planned for FY21 but was delayed due to the disruption and uncertainty of the global pandemic.
- Compensation Consultant Burris & Thompson met with each Department Director, Human Resources, City Administration, and our Budget Team to recommend a comprehensive, competitive compensation and classification plan to be incorporated in the FY 23 Budget.

Result of FY23 Compensation Study

- Of the City's 275 positions, 187 positions (68%) increased one or two pay grades.
- 594 City team members (79% of full-time employees) increased their pay grades.
- The City's two lowest pay grades (grades B & C) were eliminated and moved up.

What we did in July 2022

- Adopt new pay plan that increased all paygrade ranges another 5% (resulting in a total 10% increase combining the December 2021 and the July 2022 adjustments).
- Moved all impacted employees to their updated pay grades. All who were below the new minimums were moved to the new minimum pay of their paygrade.
- Employees received an across-the-board market adjustment that raised each team member's compensation by 5%.

What we did in July 2022

- Employees received a merit increase of 0.5% - 2.5% based on the previous year's review.
- Employees received a 3% pay raise if their position moved up a pay grade.
- Employees received a 6% pay raise if their position moved up two pay grades.
- Employees whose new base rate of pay is less than $90,000 had an additional $1,000 added to their salary.

Results of FY 23 Compensation Plan Implementation

- Job Classifications and Pay Grades were adjusted resulting in a new compensation plan that is competitive in the market and places Franklin in the Top 25% or better
- Many employees received significant pay adjustment and moved up pay grades.
- Unfortunately, these large-scale adjustments did create some areas of pay compression between newer employees and those who are more tenured. This is especially true where there was a significant adjustment in the pay grade.

Example of Compression

Employee A

<u>Maintenance Worker</u> Six Years in Position

Current Annual Salary: $42,474 assuming 5% Annual raise
Moved From Grade B to D

1. Movement to New Pay Grade Minimum $ 0.00
2. 5% Market Adjustment $ 2,123.70
3. Merit Adjustment(2%) $ 891.95
4. Pay Grade Increase (6%) $ 2,729.37
5. Additional $1,000 to Final Base Salary $ 1,000.00

New Annual Salary: $49,219.02 (14% Increase)

Employee B

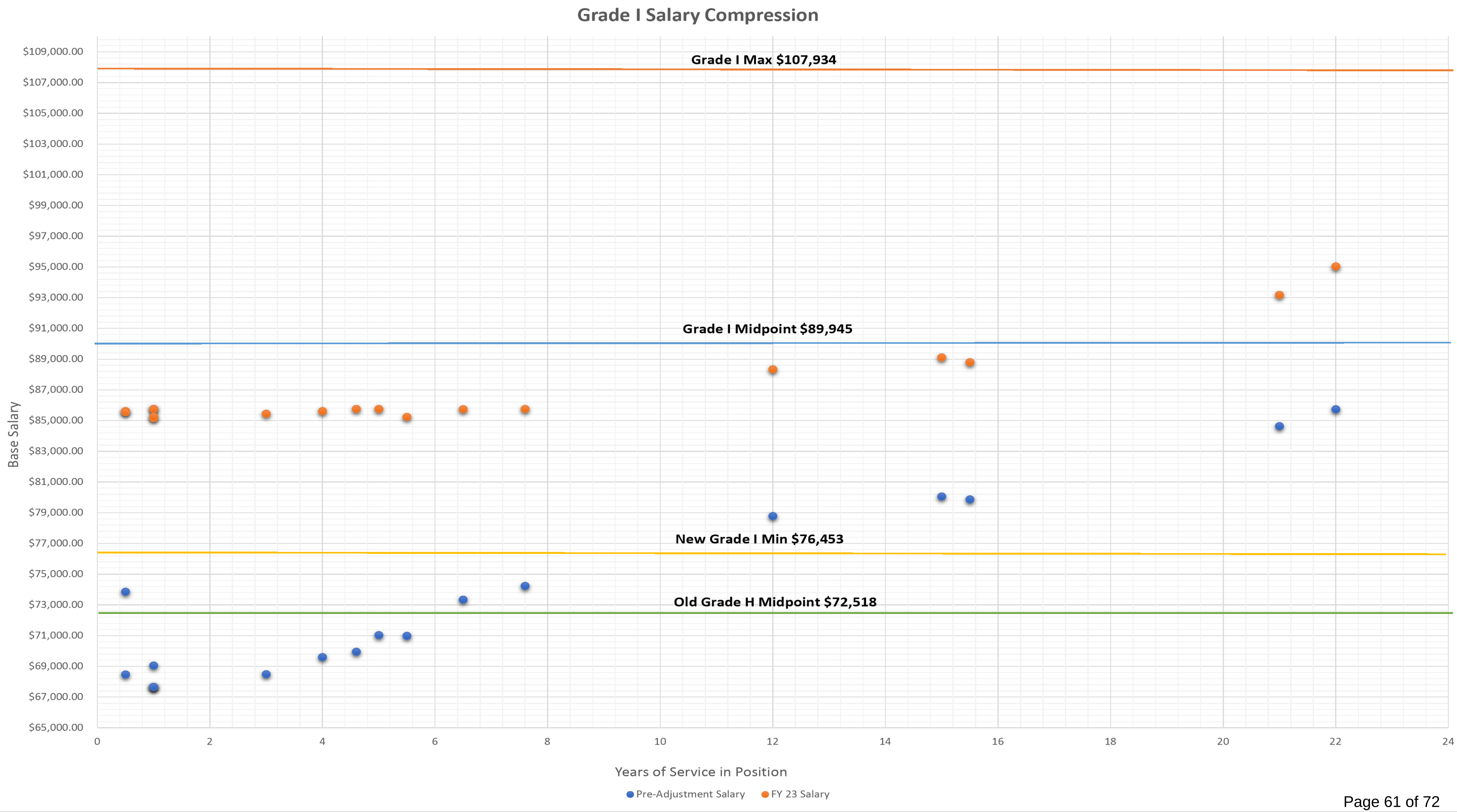
<u>Maintenance Worker</u> One Year in Position

Current Annual Salary: $33,280
Moved From Grade B to D

1. Movement to New Pay Grade Minimum $ 9,146.00
2. 5% Market Adjustment $ 2,121.30
3. Merit Adjustment(2%) $ 890.95
4. Pay Grade Increase (6%) $ 2,726.30
5. Additional $1,000 to Final Base Salary $ 1,000.00

New Annual Salary: $49,164.54 (33% Increase)

New Grade D Minimum $42,426


Grade I Salary Compression
Grade I Max $107,934
Grade I Midpoint $89,945
New Grade I Min $76,453
Old Grade H Midpoint $72,518
$109,000.00
$107,000.00
$105,000.00
$103,000.00
$101,000.00
$99,000.00
$97,000.00
$95,000.00
$93,000.00
$91,000.00
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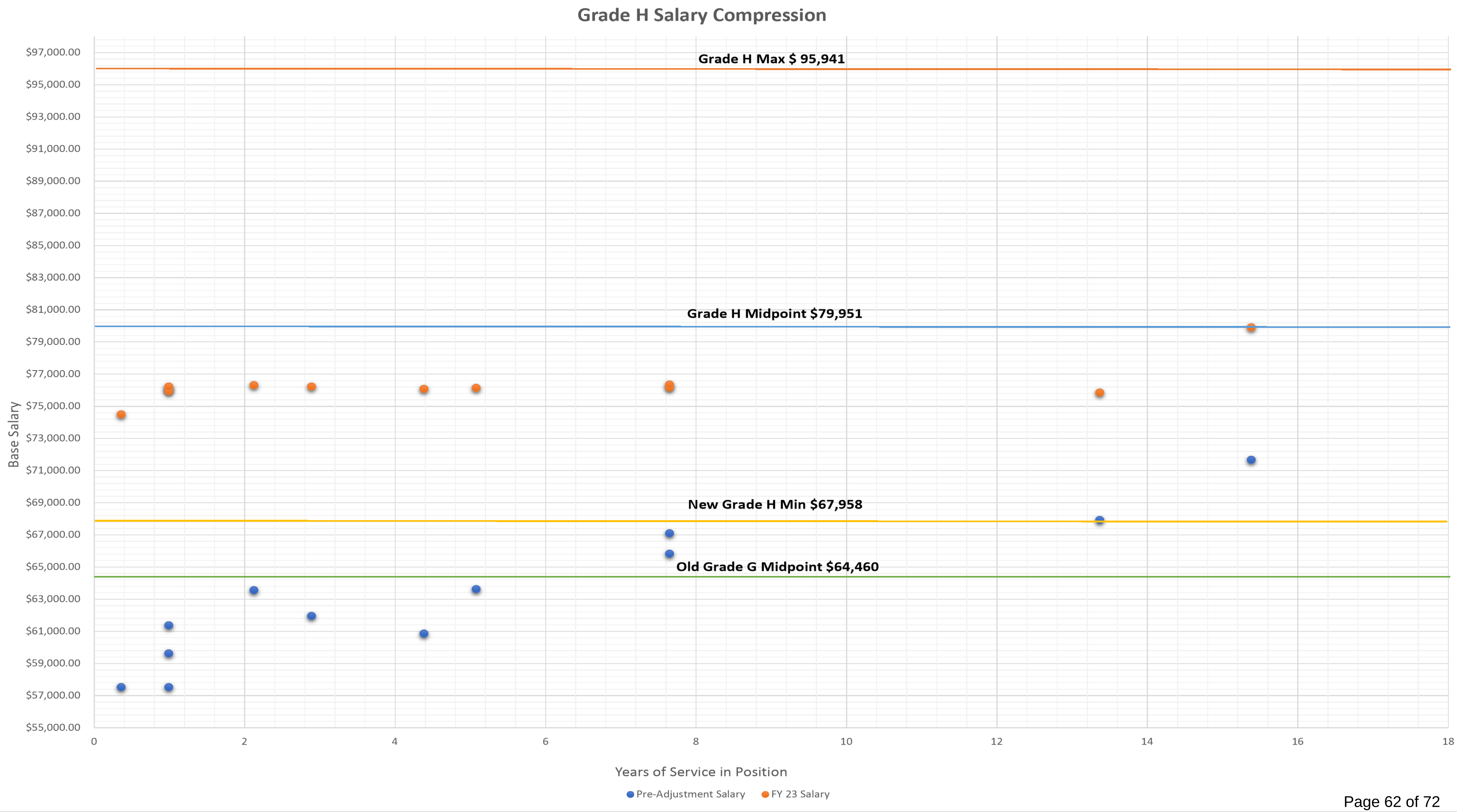
$81,000.00
$79,000.00
$77,000.00
$75,000.00
$73,000.00
$71,000.00
$69,000.00
$67,000.00
$65,000.00
Base Salary
0 2 4 6 8 10 12 14 16 18 20 22 24
Years of Service in Position
Pre-Adjustment Salary
FY 23 Salary



Grade H Salary Compression
Grade H Max $ 95,941
Grade H Midpoint $79,951
New Grade H Min $67,958
Old Grade G Midpoint $64,460
Base Salary
$97,000.00
$95,000.00
$93,000.00
$91,000.00
$89,000.00
$87,000.00
$85,000.00
$83,000.00
$81,000.00
$79,000.00
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$67,000.00
$65,000.00
$63,000.00
$61,000.00
$59,000.00
$57,000.00
$55,000.00
0
2
4
6
8
10
12
14
16
18
Years of Service in Position
Pre-Adjustment Salary
FY 23 Salary

Proposed Compression Solution

- We have developed a formula that addresses compression
- It re-establishes the wage gap between newer employee's vs more tenured employees
- Only employees who have 3 or more years in their current position will get a salary adjustment
- Salary Adjustments based on Annual Factor
- Annual Factor calculated based on the average annual adjustment needed to get an employee to midpoint by year 8 in position

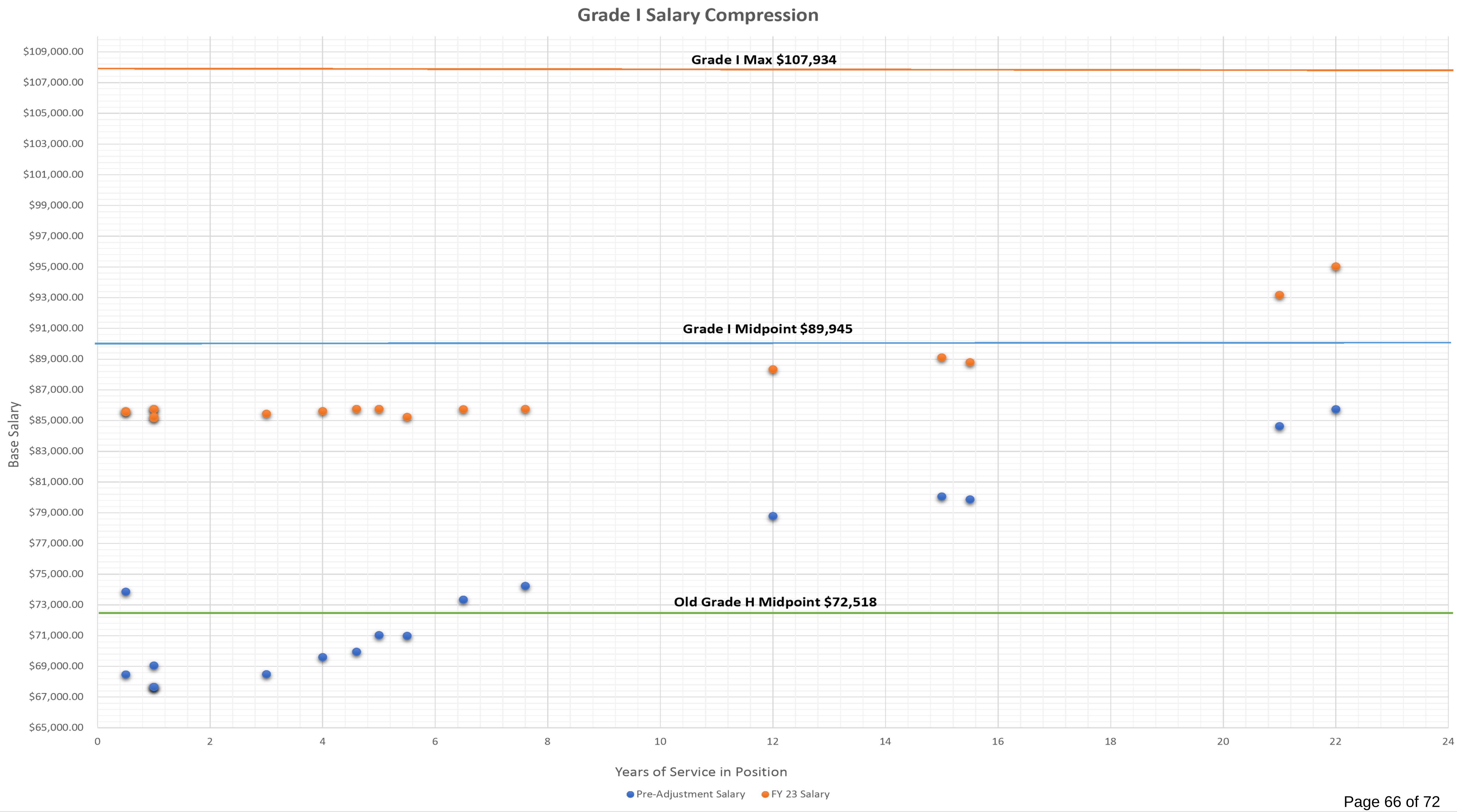
Employee A Example		Grade	Annual Factor
YOS	5	D	$500.00
PG	D	E	$550.00
CS	$47,000	F	$600.00
AF	$500	G	$650.00
YOS is less than 9		H	$750.00
SA = (YOS-2) x AF		I	$850.00
SA = (5-2) x $500		J	$950.00
SA = 3 x $500		K	$1,050.00
SA = $1500		L	$1,200.00
New Salary = CS + SA		M	$1,350.00
New Salary = $47,000 + $1,500		N	$1,500.00
New Salary = $48,500		O	$1,700.00

Proposed Compression Solution

Employee B Example		Grade	Annual Factor
YOS	10	D	$500.00
PG	F	E	$550.00
CS	$64,000	F	$600.00
AF	$600	G	$650.00
YOS is greater than or equal to 9 but less than 17		H	$750.00
SA = (6 x AF) + ((YOS - 8) x (1/2 x AF)		I	$850.00
SA = (6 x $600) + ((10 - 8) x (1/2 x $600))		J	$950.00
SA = ($3,600) + (2 x $300)		K	$1,050.00
SA = $4,200		L	$1,200.00
New Salary = CS + SA		M	$1,350.00
New Salary = $64,000 + $4,200		N	$1,500.00
New Salary = $68,200		O	$1,700.00

Proposed Compression Solution

Employee C Example		Grade	Annual Factor
YOS	20	D	$500.00
PG	E	E	$550.00
CS	$60,000	F	$600.00
AF	$550	G	$650.00
YOS is greater than or equal to 17		H	$750.00
SA = (6 x AF) + (8 x (1/2 x AF)		I	$850.00
SA = (6 x $550) + (8 x (1/2 x $550))		J	$950.00
SA = ($3,300) + (8 x $275)		K	$1,050.00
SA = $5,500		L	$1,200.00
New Salary = CS + SA		M	$1,350.00
New Salary = $60,000 + $5,500		N	$1,500.00
New Salary = $65,500		O	$1,700.00


Grade I Salary Compression
Grade I Max $107,934
Grade I Midpoint $89,945
Old Grade H Midpoint $72,518
$109,000.00
$107,000.00
$105,000.00
$103,000.00
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$93,000.00
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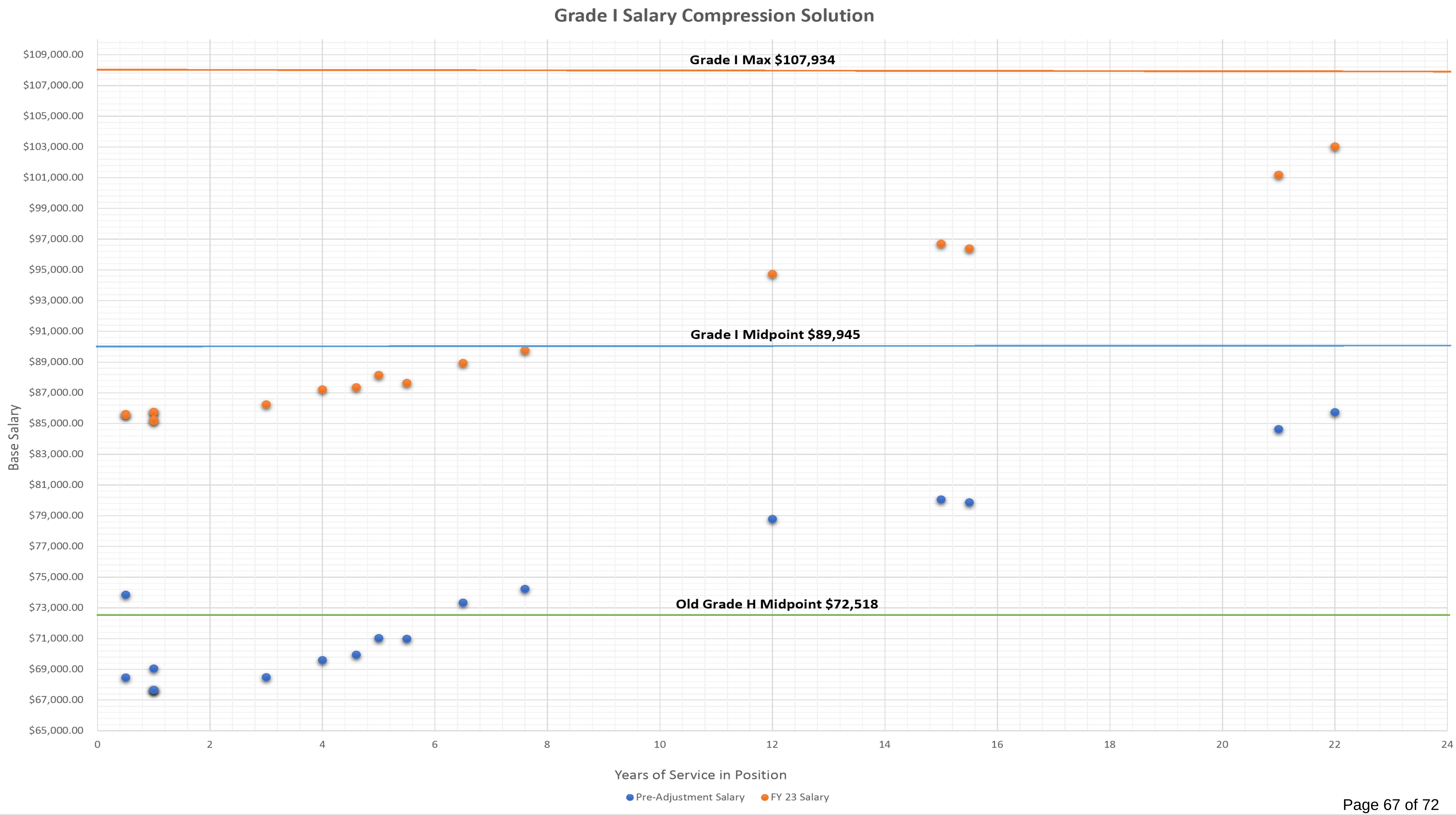
$87,000.00
$85,000.00
$83,000.00
$81,000.00
$79,000.00
$77,000.00
$75,000.00
$73,000.00
$71,000.00
$69,000.00
$67,000.00
$65,000.00
Base Salary
0
2
4
6
8
10
12
14
16
18
20
22
24
Years of Service in Position
Pre-Adjustment Salary
FY 23 Salary


Grade I Salary Compression Solution
Grade I Max $107,934
Grade I Midpoint $89,945
Old Grade H Midpoint $72,518
$109,000.00
$107,000.00
$105,000.00
$103,000.00
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$65,000.00
Base Salary
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20
22
24
Years of Service in Position
Pre-Adjustment Salary
FY 23 Salary

Financial Impact of Compression Solution

- Approximately 710 positions were analyzed and approximately 385 will receive a salary adjustment

Approximate Funds Impact

- FY 23 General Fund impact of $500,000
- FY 23 Water Fund impact of $100,000
- FY 23 Sanitation Fund impact of $40,000
- FY 23 Stormwater Fund impact of $25,000

Proposed Implementation

- These actions can be taken within both the existing approved budget and the approved compensation plan.
- Implement with the second full pay period in January 2023.

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

File #: 21-03993

DATE: November 15, 2022

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Lanaii Benne, City Recorder
Angie Johnson, City Recorder

SUBJECT:

Proposed 2023 Calendar Of Board Of Mayor And Aldermen And Committee Meetings

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) regarding the schedule of Board and Committee meetings for 2023.

BACKGROUND/STAFF COMMENTS:

Each year the Board establishes dates and times for their meetings in the coming year. The proposed calendar for committee meetings in 2023 may change. This is dependent upon the committee's review.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends acknowledgement of the proposed 2023 Calendar of Board of Mayor and Aldermen and committee meetings.

January 2023

Sun	Mo	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023

Sun	Mo	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023

Sun	Mo	Tue	Wed	Thu	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2023

Sun	Mo	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/ 30	24	25	26	27	28	29

May 2023

Sun	Mo	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023

Sun	Mo	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Finance CIC BOMA Holiday

July 2023

Sun	Mo	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/ 30	24/ 31	25	26	27	28	29

August 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023

Sun	Mo	Tue	Wed	Thu	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

October 2023

Sun	Mo	Tue	Wed	Thu	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24 Election	25	26	27	28
29	30	31				

November 2023

Sun	Mo	Tue	Wed	Th	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December 2023

Sun	Mo	Tue	Wed	Th	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

Finance CIC BOMA Holiday Election

REVISED 11-15-22