



Meeting Agenda

Work Session

Tuesday, May 12, 2020

5:00 PM

Board Room

The Board of Mayor and Aldermen Work Session Meeting will limit physical access in the meeting room due to current limitations on public gatherings. Accommodations have been made to ensure that the public is able to participate in the meeting. The public may participate in the following ways: • Watch the meeting on FranklinTV or the City of Franklin website. • Watch the live stream through the City of Franklin Facebook and YouTube accounts. • Call in to the conference meeting 1-615-550-8420. Callers will be unmuted and given an opportunity to ask questions during the meeting at specific times. • Limited viewing will be available in the lobby of City Hall to watch the live video. • The public may email questions prior to the start of the meeting to recorder@franklinton.gov to be read aloud. • City YouTube: <https://www.youtube.com/user/CityOfFranklin> • City Facebook Live: <https://www.facebook.com/CityOfFranklin> • City website: <https://www.franklinton.gov/franklin-tv>

CALL TO ORDER

MEETING PROCEDURE CHANGES

1. Consideration Of Resolution 2020-57, A Resolution Declaring That The Board Of Mayor And Aldermen Members Shall Meet On May 12, 2020 For Work Session And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

Sponsors: Shauna Billingsley

CITIZEN COMMENTS

WORKSESSION DISCUSSION ITEMS

2. *Consideration of Resolution 2020-59, A Resolution Awarding The Construction Contract (COF 2020-0068) For 5th Avenue Parking Lot Project To Mid TN Constructors, Inc. In The Amount Of \$224,346.00 And Establishing A Project Contingency Of \$50,000.00.

Sponsors: Paul Holzen, Jonathan Marston

3. *Consideration Of Ordinance 2020-07, An Ordinance To Amend Title 18, Chapter 2 Of The Franklin Municipal Code For The Purpose Of Providing For Winter Pricing For Sanitary Sewer.
WS 4/14/20

Sponsors: Michelle Hatcher

4. Discussion On The User Fees For Water And Sanitary Sewer For 2021 And 2022.

Sponsors: Michelle Hatcher

5. Consideration Of Resolution 2020-65, A Resolution Authorizing The Drafting Of An Inter-local Agreement With Williamson County Government To Solidify The City Of Franklin Board Of Mayor And Aldermen Contributing Up To 1.3 Million Dollars Of County Facilities Tax Toward The Installation Of A Gravity Sanitary Sewer In Conjunction With The Development Of The New Williamson County Animal Center That Includes Williamson County Government Contributing \$ 500,000 In Addition To Designing And Constructing The Gravity Sewer And Contributing An Additional \$ 250,000 Toward The Future Improvement Of Carlisle Lane.

Sponsors: Vernon Gerth

6. Consideration Of Resolution 2020-29, A Resolution Declaring The City-Owned Property Located At 403 And 405 5th Avenue North, Known As "The Hill Property," Surplus Real Property, Abandoning Such Property, Declaring A Public Purpose For The Property, And Establishing A Public Process By Which A New Owner Will Be Selected.

Sponsors: Tom Marsh, Kathleen Sauseda

7. Consideration Of Resolution 2020-30, A Resolution Declaring The City-Owned Real Property Located At The Corner Of 427 Granbury Street And 409 Natchez Street To Be Surplus Real Property, Abandoning Such Property, Declaring A Public Purpose For The Property, And Establishing A Public Process By Which To Select The New Owner.

Sponsors: Tom Marsh, Kathleen Sauseda

8. Consideration Of Amendment No. 1 To COF Contract No. 2018-0155 Parkland Impact Fee And Mountain Bike trail System Construction And Maintenance Agreement Between The City of Franklin And Gateway Mosby Cool Springs, LLC.

Sponsors: Mark Hilty, Lisa Clayton, Alyssa Dillon

9. Consideration Of COF Contract No. 2020-0054, Lease Agreement Between The City Of Franklin And The Tennessee Recreation And Parks Association.

Sponsors: Mark Hilty, Lisa Clayton, Alyssa Dillon

10. Consideration Of COF Contract No. 2020-0109 With EMS Technology Solutions For Operative IQ Software.

Sponsors: Rocky Garzarek, Glenn Johnson

11. Consideration Of Ordinance 2020-06, An Ordinance To Amend Title 16, Chapter 6 Of The City Of Franklin Municipal Code To Video, Film, And Photography Production Permit And To Amend Appendix A, Chapter 16 Of The City Of Franklin Municipal Code.

WS 4/28/20

Sponsors: Milissa Reiersen, Monique McCullough, Holland Schellhase

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.



City of Franklin

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

File #: 20-0624

DATE: April 21, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Resolution 2020-57, A Resolution Declaring That The Board Of Mayor And Aldermen Members Shall Meet On May 12, 2020 For Work Session And Conduct Its Essential Business By Electronic Means Rather Than Being Required To Gather A Quorum Of The Members Physically Present In The Same Location Because It Is Necessary To Protect The Health, Safety, And Welfare Of Tennesseans In Light Of The COVID-19 Outbreak.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning conducting the Board of Mayor and Aldermen by electronic means to limit physical contact for the health and safety of all citizens.

BACKGROUND/STAFF COMMENTS:

Due to the COVID-19 Outbreak citizens need to limit potential exposure to the virus by limiting contact with others. To support this effort the City of Franklin boards and commissions will meet electronically rather than gathering a quorum physically in the same location to conduct their essential business.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval of Resolution 2020-57.

RESOLUTION 2020-57

A RESOLUTION DECLARING THAT THE BOARD OF MAYOR AND ALDERMEN SHALL MEET ON MAY 12, 2020, FOR WORK SESSION AND CONDUCT ITS ESSENTIAL BUSINESS BY ELECTRONIC MEANS RATHER THAN BEING REQUIRED TO GATHER A QUORUM OF THE MEMBERS PHYSICALLY PRESENT IN THE SAME LOCATION BECAUSE IT IS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF TENNESSEANS IN LIGHT OF THE COVID-19 OUTBREAK

WHEREAS, Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory disease that appears to occur through respiratory transmission, presents with similar symptoms to those of influenza, and can lead to serious illness or death, particularly in the case of older adults and persons with serious chronic medical conditions; and

WHEREAS, the Centers for Disease Control and Prevention has recommended that all states and territories implement aggressive measures to slow and contain transmission of COVID-19 in the United States; and

WHEREAS, on March 12, 2020, pursuant to the authority granted by Tenn. Code Ann. § 58-2-107, the Governor of Tennessee, Bill Lee, issued Executive Order No. 14, declaring a state of emergency to facilitate the response to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States, Donald J. Trump, declared a national state of emergency with respect to COVID-19; and

WHEREAS, on March 20, 2020, Mayor Ken Moore issued Executive Order No. 2020-01 Declaring a State of Emergency and Civil Emergency; and

WHEREAS, on March 20, 2020, Governor Lee issued Executive Order No. 16 allowing electronic meetings while continuing to function openly and transparently; and

WHEREAS, Mayor Moore issued Executive Orders No. 2020-03, No. 2020-05, No. 2020-07, No. 2020-09, and No. 2020-11 continuing the Declaration of a State of Emergency and Civil Emergency; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to conduct the May 12, 2020, work session by electronic means.

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

The work session scheduled for May 12, 2020, at 5 p.m. shall be conducted by electronic means rather than requiring a quorum of the members of the Board of Mayor and Aldermen to attend in person to protect the health, safety, and welfare of Tennesseans in light of the COVID-19 Outbreak. Physical access in the meeting room will be limited. The public can view and participate in the meetings by watching the meeting live or later as a recording on FranklinTV, the City of Franklin website, the City of Franklin's Facebook page, and the City of Franklin's YouTube account. Specific dial-in and website links can be found on the City's website at <https://www.franklintn.gov/Home/Components/Calendar/Event/10534/1092>.

IT IS SO RESOLVED AND DONE on this 12th day of May, 2020.

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



File #: 20-0450

DATE: April 28, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Paul Holzen, Director of Engineering
Jonathan Marston, Asst. Director of Engineering

SUBJECT:

*Consideration of Resolution 2020-59, A Resolution Awarding The Construction Contract (COF 2020-0068) For 5th Avenue Parking Lot Project To Mid TN Constructors, Inc. In The Amount Of \$224,346.00 And Establishing A Project Contingency Of \$50,000.00.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2020-59.

BACKGROUND/STAFF COMMENTS:

On April 16, 2020, the Board of Mayor and Aldermen approved Resolution 2019-68, "A Resolution To Adopt The Project List For The FY 2019-2028 CIP (Capital Investment Program)". The 5th Avenue Parking Lot was included on the CIP project list in the amount of \$500,000. On April 16th, 2020, sealed bids were received by the City of Franklin Engineering Department, 109 Third Avenue South, Franklin, Tennessee, 37064, and was publicly opened and read aloud. After careful review and tabulation of submitted bid, City staff recommends awarding the construction contract to Mid TN Constructors, Inc. in the amount of \$224.346.

FINANCIAL IMPACT:

\$274,346 (\$224,346+\$50,000) to be paid out of the Capital Projects Fund. The budget for this project was \$500,000.

RECOMMENDATION:

Approval of Resolution 2020-59 is recommended.

RESOLUTION 2020-59

A RESOLUTION AWARDING THE CONSTRUCTION CONTRACT (COF 2020-0068) FOR 5th AVENUE PARKING LOT PROJECT TO MID TN CONSTRUCTORS, INC., IN THE AMOUNT OF \$224,346.00 AND ESTABLISHING A PROJECT CONTINGENCY OF \$50,000.00.

WHEREAS, on April 16, 2020, the Board of Mayor and Aldermen approved Resolution 2019-68, "A Resolution To Adopt The Project List For The FY 2019-2028 CIP (Capital Investment Program)"; and

WHEREAS, the 5th Avenue Parking Lot was included on the CIP project list in the amount of \$500,000; and

WHEREAS, on April 16, 2020, sealed bids were received by the City of Franklin Engineering Department, 109 Third Avenue South, Franklin, Tennessee, 37064, and were publicly opened and read aloud for the 5th Avenue Parking Lot Project (COF 2020-0068); and

WHEREAS, after careful review and tabulation of submitted bids, City staff recommends awarding the construction contract (COF 2020-0068) to Mid TN Contractors, Inc., in the amount of (\$224,346.00).

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

SECTION I. Approval is granted to award the construction contract (COF 2020-0068) to Mid TN Constructors, Inc., for the 5th Avenue Parking Lot Project in the amount of (\$224,346.00).

SECTION II. Approval is granted to create a project contingency in the amount of \$50,000 for the 5th Ave Parking Lot Project.

SECTION III. Authority is granted to the City Administrator, City Engineer, and the Assistant Director of Engineering to review and approve the spending of all project funds, both in the bid award and from the project contingency, toward the completion of the 5th Avenue Parking Lot Project.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney



File #: 20-0547

DATE: April 15, 2020
TO: Board of Mayor and Alderman
FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

*Consideration Of Ordinance 2020-07, An Ordinance To Amend Title 18, Chapter 2 Of The Franklin Municipal Code For The Purpose Of Providing For Winter Pricing For Sanitary Sewer.
WS 4/14/20

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the proposed changes to the municipal code outlining the new irrigation metering structure.

BACKGROUND/STAFF COMMENTS:

Typical irrigation demand within the City is furnished through the potable water meter. When there is a sole meter at a residence, that meter is also used to charge a customer for sewer. Customers who have high irrigation demands and are not near a reclaimed water line had the option to install a separate irrigation meter from their domestic potable meter.

The Board has asked the Water Management Department to look at revising this structure and move toward a winter pricing model for sewer charges. This model would use averaging from the winter months to apply toward the sewer bill that would be charged. The "winter months" period is defined as November through March.

This change would require revisions to Title 18 of the City's Municipal Code and are included in the attachments. Under the proposed rate structure, sanitary fees during the "summer months" (April through October) would be collected against the amount of water use up to the winter average plus 30%. Any water used above the winter average plus 30% would not be assessed a sanitary sewer charge.

FINANCIAL IMPACT:

Based upon current usage data, approximately \$231,800 would be lost due to the implementation of the winter pricing structure. This revenue reduction equates to approximately \$.80 per customer per month. This will be absorbed through future rate structure as support by a cost of service analysis.

RECOMMENDATION:

Approval Of Ordinance 2020-07 to Amend Title 18 based on guidance from the Board of Mayor and Aldermen is recommended.

ORDINANCE 2020-07

AN ORDINANCE TO AMEND TITLE 18, CHAPTER 2 OF THE FRANKLIN MUNICIPAL CODE FOR THE PURPOSE OF PROVIDING FOR WINTER PRICING FOR SANITARY SEWER

WHEREAS, for the purpose of 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, the City of Franklin is endeavoring to equitably charge for services provided by the Water Management Department with respect to residential customers that do not have an irrigation meter servicing their property; and

WHEREAS, the Franklin Board of Mayor and Aldermen have directed staff to provide for language to include in Franklin Municipal Code that provides for pricing of sanitary sewer during the months of May through October based on average water usage during the months of November through April.

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

SECTION I: That Title 18, Section 18-210 of the Franklin Municipal Code is hereby amended to delete the section in its entirety and replace the following in its place to read as follows:

Sec. 18-210. - Billing for sanitary sewer service.

All sewer bills may be rendered weekly, semi-monthly, or monthly, at the option of the city.

The bills will consist of charges for the user service fee, consisting of the availability charge, the customer service charge, and the sewer service charge, as well as other services obtained by the customer from the city in accord with the agreement between the customer and the city.

The sewer service charge is based on gallons of water delivered by the water provider through the potable water meter. An availability charge applies if sewer is available, even if the customer has not connected to the sewer or there is no consumption for the period.

During the months of May through October, the sewer service charge for residential customers will be based on the lesser of the following:

1. One hundred and thirty percent (130%) of the average winter water consumption as billed in the months of November through April, immediately prior to the summer period, or
2. Actual water consumption during that billing period.

The Water Management Director may approve exceptions to the computation of monthly sewer bills based on average winter water consumption, pursuant to the billing adjustment policy. Such exceptions may be granted for:

1. Customers whose consumption is affected by water leaks or other abnormalities.
2. Customers whose winter average does not reflect average water usage through the year.
3. New accounts.

Sewer bills must be paid on or before the due date shown thereon to obtain the net or discount rate, otherwise the gross rate shall apply which includes a penalty of ten percent of the net amount billed for sewer. Failure to receive a bill will not release a customer from payment obligation, nor extend the due date.

In the event a bill is not paid on or before 15 days after the discount or due date, the customer's water service may be discontinued without further notice. The city shall not be liable for any damages resulting from discontinued service under the provisions of this section, even though payment of the bill is made at any time on the day that service is discontinued.

Should the final date of payment of bill at the net rate fall on a weekend or a holiday, the business day next following the final date will be the last day to obtain the net rate.

If a water meter fails to register properly, or if a meter is removed to be tested or repaired, or if water is received other than through a meter, the city reserves the right to render an estimated bill based on the best information available. Any unauthorized removal or tampering with the meter will result in a fine as specified in appendix A, comprehensive fees and penalties, per occurrence.

Any unauthorized removal or tampering with the water meter shall result in a remedial fine as specified in appendix A, comprehensive fees and penalties.

The wastewater (sewer) service charge shall not apply to separately metered water and reclaimed water delivery points that are owned, maintained and read by the water provider where there is no potential for the wastewater stream of entering the wastewater stream (e.g. separately metered irrigation and cooling tower applications).

Bills will be issued to the party or parties who obtain service under the provisions of section 18-103 of this Code ("obtaining service"). Residential customers will have consolidated bills presented for other services including, but not limited to, wastewater, solid waste, and stormwater in accordance with the provisions of this Code.

A. Residential is for a residential property owner whose property meets all of the following criteria and will have water service provided and billed under residential rate provisions using residential rates:

1. The property is used as a detached single-family residential living unit by an owner or tenant and is intended to be used as a residential dwelling; and
2. The property is classified by the Williamson County Assessor as a residential or homebelt property; and

3. Is served by a single water meter serving a single residential living unit; and
4. The development consists primarily of similar units and not mixed-use or attached dwellings which are classified as "multi-residential".
5. The occupant (owner or tenant) has a unique utility service contract with the city or water district. An addendum to the water supply contract authorizes the city to provide and be paid for city provided services if served water from MVUD, Milcrofton, HB&TS or Brentwood (specific addendums are in their contracts for city services).

B. Multi-residential customers are those that live in residential living units containing the following characteristics. Service is priced at residential rates using "multiple minimums". Multiple minimums apply when more than one living unit is served from one water meter. This allows for water service to be priced as if each living unit were measured and billed separately. The effect is that total consumption is divided by total units to determine the pricing per unit and billed to the party contracting for service. Living units with one meter/unit will result in being priced as if they are residential.

1. The property is used as an attached or detached multi-family residential living unit by an owner or tenant and is intended to be used as residential dwellings; and
2. The property is classified by the Williamson County Assessor as a residential (condominiums, townhomes, duplexes, triplexes) or commercial property (apartments, duplexes, triplexes) or governmental property (Franklin Housing Authority); and
3. The development consists primarily of similar mixed-use or attached dwellings which are not classified as "residential" above.
4. The occupant (owner or tenant) typically does not have a utility service contract with the city or water district and the contract for service is typically with a commercial enterprise, an agent of the owner/tenant (e.g., a homeowner's association or property management firm) or a government entity (Franklin Housing Authority). An addendum to the water supply contract authorizes the city to provide and be paid for city provided services if served water from MVUD, Milcrofton, HB&TS or Brentwood (specific addendums are in their contracts for city services).

C. Nonresidential is a customer who does not meet the requirements as a residential or multi-residential customer but may have living units on the property. Included are farms, healthcare facilities, hospitals, assisted living facilities, hotels (including extended stay facilities) and common properties for residential and multi-residential developments. All "irrigation water" shall be classified as nonresidential even if delivered to a residential customer. Water pricing will be under nonresidential (commercial) rate provisions.

SECTION II: BE IT FINALLY ORDAINED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that this Ordinance shall take effect on July 1, 2020, after its passage on second and final reading for the health, safety, and welfare of the citizens of Franklin, Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

Eric S. Stuckey

City Administrator/Recorder

By: _____

Dr. Ken Moore

Mayor

Approved as to form by:

Shauna R. Billingsley

City Attorney

PASSED FIRST READING

PASSED SECOND READING



File #: 20-0663

DATE: April 29, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Michelle Hatcher, Director of Water Management

SUBJECT:

Discussion On The User Fees For Water And Sanitary Sewer For 2021 And 2022.

PURPOSE:

The purpose of this memorandum is to discuss the 2021 and 2022 rate design for water and sanitary sewer user fees based on discussion at the August 28, 2018 Board of Mayor and Alderman Work Session stemming from the cost of service study completed in 2018.

BACKGROUND/STAFF COMMENTS:

The City of Franklin Water Management Department, through a cost of service analysis performed in 2018, developed a five-year rate plan to establish the necessary expenditures and revenues for operations. The Plan considers the long-term effect of capital projects and upgrades to facilities, and operational costs including projected increases in personnel, utilities, and other expenses that scale with changes in system size and/or customer base. The Plan also incorporates the estimated effects of inflation and customer growth on revenues and expenses to allow the Board and staff to better plan for future system needs.

Based on the 2018 five-year planning horizon, staff is proposing rate design for 2021 and 2022 that includes adjustments of 2.9% for water and 3.0% annually for sewer.

Staff will discuss three specific design options for the BOMA to consider including adjustments to the customer charge, adjustments to both the customer charge and volumetric rate, and adjustments to the volumetric rate.

FINANCIAL IMPACT:

As described above, a 2.9% water increase in rates would equate to approximately \$340,000 of additional revenue each year, equating to approximately \$680,000 of additional revenue in total for 2021 and 2022.

A 3.0% increase in sewer rates would equate to approximately \$675,000 of additional revenue each year, equating to approximately \$1,350,000 of additional revenue in total for 2021 and 2022.

RECOMMENDATION:

Staff recommends approval of rate increases consistent with the five-year rate plan and will create an Ordinance based upon recommended guidance.



DISCUSSION ON USER FEES FOR WATER AND SANITARY SEWER

MAY 12, 2020

MICHELLE HATCHER, PE,
DIRECTOR WATER
MANAGEMENT

MARK HILTY, ACA
PUBLIC WORKS

DISCUSSION OUTLINE

- 2018 cost of service study
- Existing utility water & sewer rate structure
- Proposed water & sewer rate structure
 - Examples of residential inside customer
- Next steps
- Discussion

2018 COST OF SERVICE STUDY

- Water

- Option A: Increase monthly customer charge by \$1.50 each year for two years for each rate class.
 - Generate approximately \$654,000 additional revenue over two years
- **Option B: Increase monthly customer charge by \$0.75 each year for each rate class AND increase volumetric charge by \$0.11 each year for each rate class.**
 - **Generate approximately \$644,000 additional revenue over two years**

- Sewer

- Option A: Increase monthly customer charge by \$2.32 each year for two years for each rate class.
 - Generate approximately \$1,327,000 additional revenue over two years.
- **Option B: Increase monthly customer charge by \$1.16 each year for two years for each rate class AND increase volumetric charge by \$0.14 each year for each rate class.**
 - **Generate approximately \$1,300,000 additional revenue over two years**

EXISTING WATER AND SEWER RATE STRUCTURE

WATER (EXISTING RATES EFFECTIVE JANUARY 2020)

		First 1k gallons (customer charge)	Next 9k gallons	Next 15k gallons	All Additional Usage
Residential	Inside	\$ 13.36	\$ 5.18	\$ 6.11	\$ 7.04
Residential	Outside	\$ 15.80	\$ 7.90	\$ 8.48	\$ 9.06
Commercial	Inside	\$ 19.99	\$ 5.16	\$ 6.09	\$ 7.02
Commercial	Outside	\$ 23.71	\$ 7.82	\$ 8.40	\$ 8.98

Example 6,000 gallon per
month residential inside bill =
\$39.26

SEWER (EXISTING RATES EFFECTIVE JANUARY 2020)

		First 1k gallons (customer charge)	Next 14k gallons	Over 15k gallons
Residential	Inside	\$ 18.87	\$ 6.27	\$ 5.48
Residential	Outside	\$ 23.95	\$ 9.66	\$ 8.51
Commercial	Inside	\$ 44.30	\$ 6.82	\$ 5.83
Commercial	Outside	\$ 47.78	\$ 10.49	\$ 8.60

Example 6,000 gallon per
month residential inside bill =
\$50.22

PROPOSED WATER USER RATE SCHEDULE

- Option A: Increase monthly customer charge by \$1.50 each year for two years for each rate class.
 - Example 6,000 gallon/month inside residential bill
 - 2021 = \$40.76
 - 2022 = \$42.26
- Option B: Increase monthly customer charge by \$0.75 each year for each rate class AND increase volumetric charge by \$0.11 each year for each rate class.
 - Example 6,000 gallon/month inside residential bill
 - 2021 = \$40.56
 - 2022 = \$41.86
- Option C: Increase volumetric charge by \$0.22 each year for each rate class.
 - Example 6,000 gallon/month inside residential bill
 - 2021 = \$40.36
 - 20211 = \$41.46

PROPOSED SEWER USER RATE SCHEDULE

- Option A: Increase monthly customer charge by \$2.32 each year for two years for each rate class.
 - Example 6,000 gallon/month inside residential bill
 - 2021 = \$52.54
 - 2022 = \$54.86
- Option B: Increase monthly customer charge by \$1.16 each year for each rate class AND increase volumetric charge by \$0.14 each year for each rate class.
 - Example 6,000 gallon/month inside residential bill
 - 2021 = \$52.08
 - 2022 = \$53.94
- Option C: Increase volumetric charge by \$0.28 each year for each rate class.
 - Example 6,000 gallon/month inside residential bill
 - 2021 = \$51.62
 - 20211 = \$53.02

NEXT STEPS & DISCUSSION

- Develop Ordinance based upon the BOMA recommended option
- Present Ordinance at worksession 5/26, BOMA 6/9 and 6/23
- Implementation January 2021



File #: 20-0662

DATE: April 29, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development

SUBJECT:

Consideration Of Resolution 2020-65, A Resolution Authorizing The Drafting Of An Inter-local Agreement With Williamson County Government To Solidify The City Of Franklin Board Of Mayor And Aldermen Contributing Up To 1.3 Million Dollars Of County Facilities Tax Toward The Installation Of A Gravity Sanitary Sewer In Conjunction With The Development Of The New Williamson County Animal Center That Includes Williamson County Government Contributing \$ 500,000 In Addition To Designing And Constructing The Gravity Sewer And Contributing An Additional \$ 250,000 Toward The Future Improvement Of Carlisle Lane.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) regarding various infrastructure improvements associated with the proposed Williamson County Animal Center to be located between Mack Hatcher Parkway and Carlisle Lane and south of Del Rio Pike.

BACKGROUND/STAFF COMMENTS:

Williamson County Government is in the process of obtaining City approval to develop a new Animal Center. City staff has determined that Carlisle Lane needs to be improved to current City standards due to increased vehicular traffic generated by several new residential neighborhoods being developed in this area. After staff considered the anticipated impact of vehicular traffic on Carlisle Lane after the Animal Center is developed, the County has agreed to contribute \$250,000 to the City toward this future improvement. Carlisle Lane is on the City's Capital Project list.

Additionally, the County has requested serving the Animal Center with a temporary sanitary sewer force main and pump. The City has discouraged this design since it is anticipated additional development interest and activity will increase as the new NW section of Mack Hatcher Parkway nears completion and open to traffic. City staff is recommending in lieu of the County constructing a temporary sanitary force main that will eventually be abandoned, to contribute funds and partner with the City to extend gravity sewer to the new Animal Center and County property. The estimated cost of extending the gravity sanitary sewer from the Westhaven Pump Station under Mack Hatcher Parkway to the new Animal Center is roughly 1.8 million dollars. The County has agreed to contribute \$500,000, design, and construct this section of gravity sewer in conjunction with development the new Animal Center.

Historically, the City of Franklin has required private property owners and developers to extend the public water and sanitary sewer infrastructure system to and within their property. Should the Board of Mayor and Aldermen agree to contribute toward the installation of this gravity sanitary sewer, staff recommends assigning Sanitary Sewer Infrastructure Capacity Fee to the privately owned properties that will benefit from the installation of this public sanitary sewer system. Theoretically, the Capacity Fee will allow the City to recapture its investment in partnering with Williamson County Government when development eventually proceeds on the private parcels.

City staff does not anticipate the County will have undue challenges with extending potable water to the Animal Center and their property.

FINANCIAL IMPACT:

Carlisle Lane:

Since Williamson County Government, by ordinance, is not obligated to pay Road Impact Fees, they have agreed to contribute \$ 250,000 toward the eventual rebuilding of Carlisle Lane which is on the City's Capital Improvement project list.

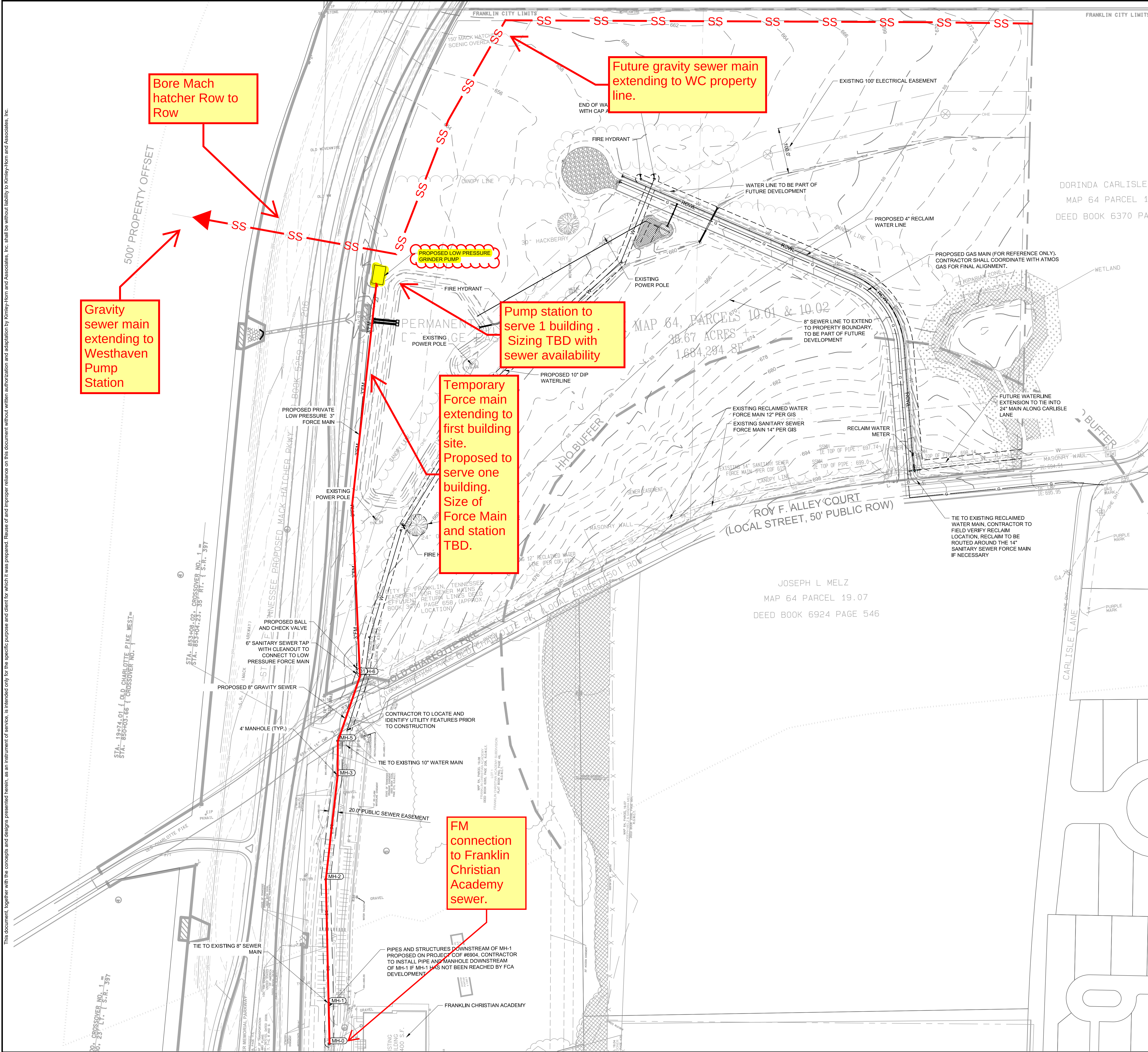
Sanitary Sewer:

While the City, as a temporary solution could allow the County to extend a sanitary sewer force main and pump to the new Animal Center, this cost would be roughly \$ 250,000 and it would not be a permanent solution. Should the Board of Mayor and Aldermen be in favor of contributing up to 1.3 million dollars toward the gravity sanitary sewer system, staff recommends assigning a Sanitary Sewer Infrastructure Capacity Fee to the privately owned properties that will eventually benefit from the gravity sanitary sewer installation with the expectation when development occurs on these privately-owned parcels, the City will recapture most if not all of its investment.

RECOMMENDATION:

Staff recommends approval of Resolution 2020-65.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



UTILITY NOTES

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

FIRE FLOW TEST

FLOW TEST DATE: 02/13/2020, 12:30 PM
STATIC PRESSURE: 86 psi
RESIDUAL PRESSURE: 76 psi
FLOW: 1,225 GPM

TESTED BY RANDY MOORE AND WESLEY COPELAND OF RAGAN SMITH AND ASSOCIATES AND WITNESSED BY DUSTIN HARPER FROM FRANKLIN WATER MANAGEMENT DEPARTMENT.

CRITICAL ROOT ZONE NOTE

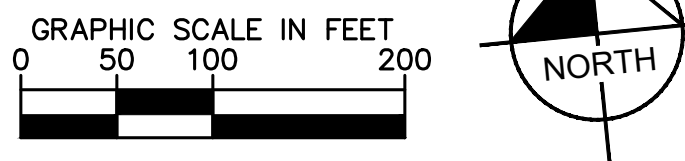
- CONTRACTOR SHALL PROTECT ALL TREES AND SHRUBS OUTSIDE OF THE CUTFILL LINES. IN ADDITION TO THOSE THAT RECEIVE TREE SHRUB PROTECTION BARRIERS, THE CONTRACTOR IS ALSO REQUESTED TO SAVE ALL OTHER EXISTING TREES AND SHRUBS WHERE POSSIBLE.
- WHEN ROOT PRUNING IS NECESSARY, USER A TRENCER TO CUT AREA WHERE APPROPRIATE ROOT PRUNING SHOULD BE PERFORMED. TO PRUNE ROOTS LARGER THAN THE CAPABILITY OF A TRENCER, USE A HAND TOOL TO OBTAIN A CLEAN CUT. DRESS WOUNDS LARGER THAN TWO INCHES AND USE PLYWOOD FORMS WHEN TREE ROOTS ARE ADJACENT TO PROPOSED CURB AND GUTTER AND SIDEWALK.
- NO SOIL DISTURBANCE OR COMPACTION, CONSTRUCTION MATERIALS, TRAFFIC, BURIAL PITS, TRENCING OR OTHER LAND DISTURBING ACTIVITIES ALLOWED IN THE TREE PROTECTION ZONE. TREE BARRICADES MUST BE INSTALLED BEFORE ANY DEMOLITION, GRADING OR CONSTRUCTION BEGINS, AND NOT REMOVED UNTIL FINAL INSPECTION.
- NO GRUBBING WITHIN TREE PROTECTION ZONE. LEAVE SOIL AND LEAF LITTER UNDISTURBED. SUPPLEMENT WITH 1-2 INCHES OF MULCH. RE-SEED WITH GRASS ONLY IN DISTURBED/GRADED AREAS.
- TREE BARRICADES MUST BE INSTALLED BEFORE ANY DEMOLITION, CLEARING, GRADING OR CONSTRUCTION BEGINS AND IS NOT TO BE REMOVED UNTIL AFTER CONSTRUCTION.

EXISTING UTILITIES NOTE

CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING UTILITIES AND NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES AND/OR CONFLICTS WITH EXISTING OR PROPOSED UTILITIES PRIOR TO PROCEEDING. COF DOES NOT PARTICIPATE IN 811/TN ONE CALL. CONTACT COF WATER/SEWER DEPT. FOR LOCATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION.

UTILITY CONTACTS

WATER	GAS	TELEPHONE
CITY OF FRANKLIN 124 LUMBER DRIVE FRANKLIN, TN 37064 PHONE: (615)794-4554 CONTACT: UTILITY INSPECTOR	ATMOS ENERGY 200 NOAH DRIVE FRANKLIN, TN 37064 PHONE: (615) 794-2596 CONTACT: RON MYATT	AT&T (615) 595-7816 CONTACT: DAVID TUTTEROW
ELECTRIC	SANITARY SEWER	CABLE
MIDDLE TN ELECTRIC 2156 EDWARD CURD LN. FRANKLIN, TN 37067 PHONE: (615) 595-4893 CONTACT: DALE HOOD	CITY OF FRANKLIN 124 LUMBER DRIVE FRANKLIN, TN 37064 PHONE: (615)595-4855 CONTACT: BEN MCNEIL	COMCAST 2501 MCGAVOCK PK, SUITE 1206 NASHVILLE, TN 37214 PHONE: (615)550-6855 CONTACT: PAULA BROOKS



Kimley»Horn

214 Oceanside Drive, Nashville, TN 37204
Main: 615.564.2701 | www.kimley-horn.com
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WILLIAMSON COUNTY ANIMAL CENTER - INFRASTRUCTURE

WILLIAMSON COUNTY
FRANKLIN, TENNESSEE

COUNTY OF WILLIAMSON

REGISTERED ENGINEER

STATE OF TENNESSEE

3/1/2020

NO.	DATE	BY	REVISIONS
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

DESIGNED BY: JYB

DRAWN BY: JYB

CHECKED BY: RLM

DATE: 03/05/2020

KIMLEY-HORN PROJECT NO. 118322000

OVERALL UTILITY PLAN

SHEET NUMBER **C5.0**

COF# 7200

RESOLUTION 2020-65

A RESOLUTION AUTHORIZING THE DRAFTING OF AN INTERLOCAL AGREEMENT WITH WILLIAMSON COUNTY GOVERNMENT TO SOLIDIFY THE CITY OF FRANKLIN BOARD OF MAYOR AND ALDERMEN CONTRIBUTING UP TO \$1.3 MILLION OF COUNTY FACILITIES TAX TOWARD THE INSTALLATION OF A GRAVITY SANITARY SEWER IN CONJUNCTION WITH THE DEVELOPMENT OF THE NEW WILLIAMSON COUNTY ANIMAL CENTER THAT INCLUDES WILLIAMSON COUNTY GOVERNMENT CONTRIBUTING \$500,000 IN ADDITION TO DESIGNING AND CONSTRUCTING THE GRAVITY SEWER AND CONTRIBUTING AN ADDITIONAL \$250,000 TOWARD THE FUTURE IMPROVEMENT OF CARLISLE LANE.

WHEREAS, the Williamson County Government (County) is in the process of developing a new Animal Center for the benefit of all county residents in the City of Franklin generally located between the Carlisle Lane and Mack Hatcher Parkway south of Del Rio Pike; and

WHEREAS, the County has proposed to install a temporary sanitary sewer force main to serve the proposed Animal Center at a cost of approximately \$250,000 that would be abandoned when other buildings are constructed on this County parcel and agreed to contribute \$250,000 toward the future improvement of Carlisle Lane; and

WHEREAS, the City of Franklin (City) has determined that the ideal design for serving the Animal Center with a public sanitary sewer system and to avoid the County expending \$250,000 toward a temporary sanitary sewer system is to install a gravity sewer system under Mack Hatcher Parkway to the Westhaven Pump Station; and

WHEREAS, the County has agreed to design, construct, and contribute \$500,000 toward the installation of a gravity sanitary sewer system, the cost of which the City has roughly estimated to be \$1,800,000; and

WHEREAS, the City recognizes that the installation of public infrastructure is typically the responsibility of private property owners and their development partners and the installation of this proposed public gravity sanitary sewer infrastructure would benefit several privately held parcels in the area for the new County Animal Center; and

WHEREAS, if the City of Franklin Board of Mayor and Aldermen agree to contribute up to \$1,300,000 of County Facility Tax toward this public sanitary sewer improvement, a Capacity Fee should be assigned to the privately-owned parcels benefitting from this public infrastructure so at the time these parcels develop the owners and/or their development partners would each contribute its proportionate share toward the construction of this public sanitary sewer improvement to the City for which they will benefit.

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

1. Authorize City Attorney and County legal counsel to collaborate in the drafting an Interlocal Agreement that facilitates the County designing and constructing a gravity sanitary sewer from the Westhaven Pump Station, under Mack Hatcher Parkway to the proposed County Animal Center in which the County will contribute \$500,000 and the City acquiring associated utility easements and contributing up to \$1,300,000 in County Facility Tax.

2. Authorize City staff to proceed with developing a Capacity Fee resolution for the purpose of assigning the private property owners benefitting from this public infrastructure a Capacity Fee to ensure they contribute their proportionate share toward the City's contribution in facilitating this public sanitary sewer improvement as future private development occurs.

3. Recognizes the County's contribution of \$250,000 to the City to be used toward the future improvement of Carlisle Lane.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Shauna R. Billingsley
City Attorney



File #: 20-0505

DATE: March 20, 2020

TO: Board of Mayor and Alderman

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

SUBJECT:

Consideration Of Resolution 2020-29, A Resolution Declaring The City-Owned Property Located At 403 And 405 5th Avenue North, Known As "The Hill Property," Surplus Real Property, Abandoning Such Property, Declaring A Public Purpose For The Property, And Establishing A Public Process By Which A New Owner Will Be Selected.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) regarding Resolution 2020-29, a resolution to establish a process for development of City owned property at 403 and 405 5th Avenue North, also known as "The Hill" property.

BACKGROUND/STAFF COMMENTS:

Title 5, Chapter 8, § 5-802 of the City of Franklin Municipal Code allows the Board of Mayor and Aldermen (BOMA) to sell, lease, or dispose of real property owned by the City as surplus property when such property is determined to be of no further feasible use to the City. The Code provides that if the value of the property is over \$75,000 it shall be sold by sealed bid, but if the BOMA determines a purpose for the property with public benefit then it may, by resolution, state the public purpose for the property and establish a public process by which a new owner is selected to implement that public purpose. Through previous discussion and outreach to the community the BOMA determined that it would be a benefit to the public to develop the "The Hill" property for affordable and workforce housing.

In accordance with § 5-802 the Municipal Code, the proposed resolution is intended to accomplish the following:

1. Declare the property located at 403 and 405 5th AVE North, known as "The Hill" property to be surplus;
2. State the public purpose for the property is to develop affordable and workforce housing; and
3. Establish a public process to select a new owner to implement that public purpose.

Upon adoption of this resolution, staff will proceed to solicit letters of interest from parties who are willing and able to begin construction of the project within two (2) years of execution of a quitclaim deed by the City. The City previously solicited and received Letters of Interest from 2 entities with

capacity to develop the property, but staff considers it prudent to repeat the process due to the lapse of time and amendment of § 5-802 that was adopted in July 2019. The City would also expect a more detailed plan for the redevelopment of the site as a part of this next step in the process.

After the letters of interest are received they shall be presented to the BOMA with a staff recommendation as to the choice of candidate, for the BOMA to select the project and new owner of the property. It is anticipated that criteria for selection of the new owner/developer of the property will include how closely their proposal adheres to conceptual designs for development that were previously endorsed by the BOMA.

Following the BOMA's selection, a quitclaim deed transferring the property shall be presented to the BOMA for consideration with deed restrictions and terms acceptable to the City Attorney, and requiring that construction of the project begin within two (2) years of execution of the quitclaim deed.

FINANCIAL IMPACT:

The Hill property is owned by the City of Franklin and is held jointly by the General Fund and the Water & Sewer Fund. The City obtained an appraisal that determined the value of the property as combined lots to be \$1,230,000. If the stated purpose for the property is realized by construction of new residential units then the property will generate revenue through property taxes.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-29.

RESOLUTION 2020-29

A RESOLUTION DECLARING THE CITY-OWNED PROPERTY LOCATED AT 403 AND 405 5TH AVENUE NORTH, KNOWN AS "THE HILL PROPERTY," SURPLUS REAL PROPERTY, ABANDONING SUCH PROPERTY, DECLARING A PUBLIC PURPOSE FOR THE PROPERTY, AND ESTABLISHING A PUBLIC PROCESS BY WHICH A NEW OWNER WILL BE SELECTED

WHEREAS, Municipal Code Title 5, Chapter 8, § 5-802, as amended, allows the Board of Mayor and Aldermen (BOMA) to sell, lease, or dispose of real property owned by the City as surplus property, or interests or rights therein, when such property is determined to be of no further feasible use to the City; and

WHEREAS, Municipal Code Title 5, Chapter 8, § 5-802 provides that when the value of the property is over \$75,000, the property shall be sold by sealed bid; and

WHEREAS, Municipal Code Title 5, Chapter 8, § 5-802 further provides that, as an alternative to a sealed bid process, the BOMA may determine that surplus real property is well-suited to be of public benefit and that a public purpose for the property may be declared for the property and/or any future owners; and

WHEREAS, § 5-802 provides that in so doing, the BOMA shall, by resolution, state the public purpose for the property and establish a public process by which a new owner will be selected to implement that public purpose; and

WHEREAS, 403 and 405 5th Avenue North, known informally as "The Hill Property" and shown more particularly on Exhibit A, is owned by the City of Franklin, Tennessee, jointly held by the General Fund (61%) and the Water & Sewer Fund (39%); and

WHEREAS, the property has been unused since the City's new Public Works Facility opened in Spring 2014, and several non-profit housing advocates have indicated interest in the property for redevelopment; and

WHEREAS, the southern and northern edges of the property are located within the 100-year floodplain of the Harpeth River; and

WHEREAS, City staff obtained an appraisal which determined the value of this property as combined lots to be \$1,230,000, which is in excess of \$75,000; and

WHEREAS, the BOMA encourages and supports the production and maintenance of affordable, workforce, and moderately-priced housing throughout all geographic and economic segments of the community; and

WHEREAS, the BOMA has held discussions related to the future of the property following a presentation of public outreach, including neighborhood meeting survey results, online survey results, and video walk-throughs of three design scenarios; and

WHEREAS, the BOMA had favorable comments regarding two conceptual designs for layout of the project: one concept consisting solely of residential dwelling units, and the other concept consisting of residential dwelling units and incorporating a multipurpose building that will serve the community; and

WHEREAS, the City has received two Letters of Interest from entities interested in developing the Hill Property into affordable or workforce housing; and

WHEREAS, the BOMA, by approving this resolution, is declaring that “The Hill Property” at 403 and 405 5th Avenue North is surplus property because it is no longer necessary, suitable, and desirable as public property, and is of no further feasible use to the City; and

WHEREAS, the BOMA determines that a sealed bid process shall not be used to dispose of such property; instead, the BOMA declares that the property is well-suited to be of public benefit to serve the public purpose of creating affordable or workforce housing; and

WHEREAS, the BOMA declares that this property will be abandoned, made available for new residential construction, and that such new construction will be sold at a price that meets the Nashville Metropolitan Statistical Area standard for affordability that is recognized by the United States Census Bureau.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that “The Hill Property,” located at 403 and 405 5th Avenue North, and as more particularly shown on Exhibit A, is declared surplus property and is abandoned by the City of Franklin; and

BE IT FURTHER RESOLVED that, pursuant to Municipal Code Title 5, Chapter 8, 5-802(3), the public purpose of such property is declared to be for the production of affordable or workforce housing; and

BE IT FURTHER RESOLVED that, pursuant to Municipal Code Title 5, Chapter 8, § 5-802(3), the BOMA establishes the following public process by which a new owner or owners will be chosen to successfully implement the declared public purpose of the property:

1. The City Administrator, or appropriate designee, shall publicly solicit Letters of Interest from interested parties who indicate they are willing and able to begin construction of the project on the property within two (2) years of the execution of a quitclaim deed by the City, and in adherence with the purposes, terms, and limitations established by this Resolution.
2. The solicitation of Letters of Interest shall provide at least thirty (30) days notice to provide a response to the City.
3. The solicitation of Letters of Interest shall be public and shall be accomplished (a) by publication in a newspaper of general circulation twice, and (b) by City staff directly contacting known or potential interested parties of which the City is aware.
4. Once the Letters of Interest have been received, they shall be presented to the BOMA with a staff recommendation as to the choice of candidate, for the purpose of the BOMA selecting the project and new owner of the property.
5. Following the BOMA’s selection, a quitclaim deed transferring the property as described above shall be presented to the BOMA for consideration, with deed restrictions and terms

acceptable to the City Attorney, and requiring that construction of the project begin within two (2) years of the execution of such quitclaim deed.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2020.

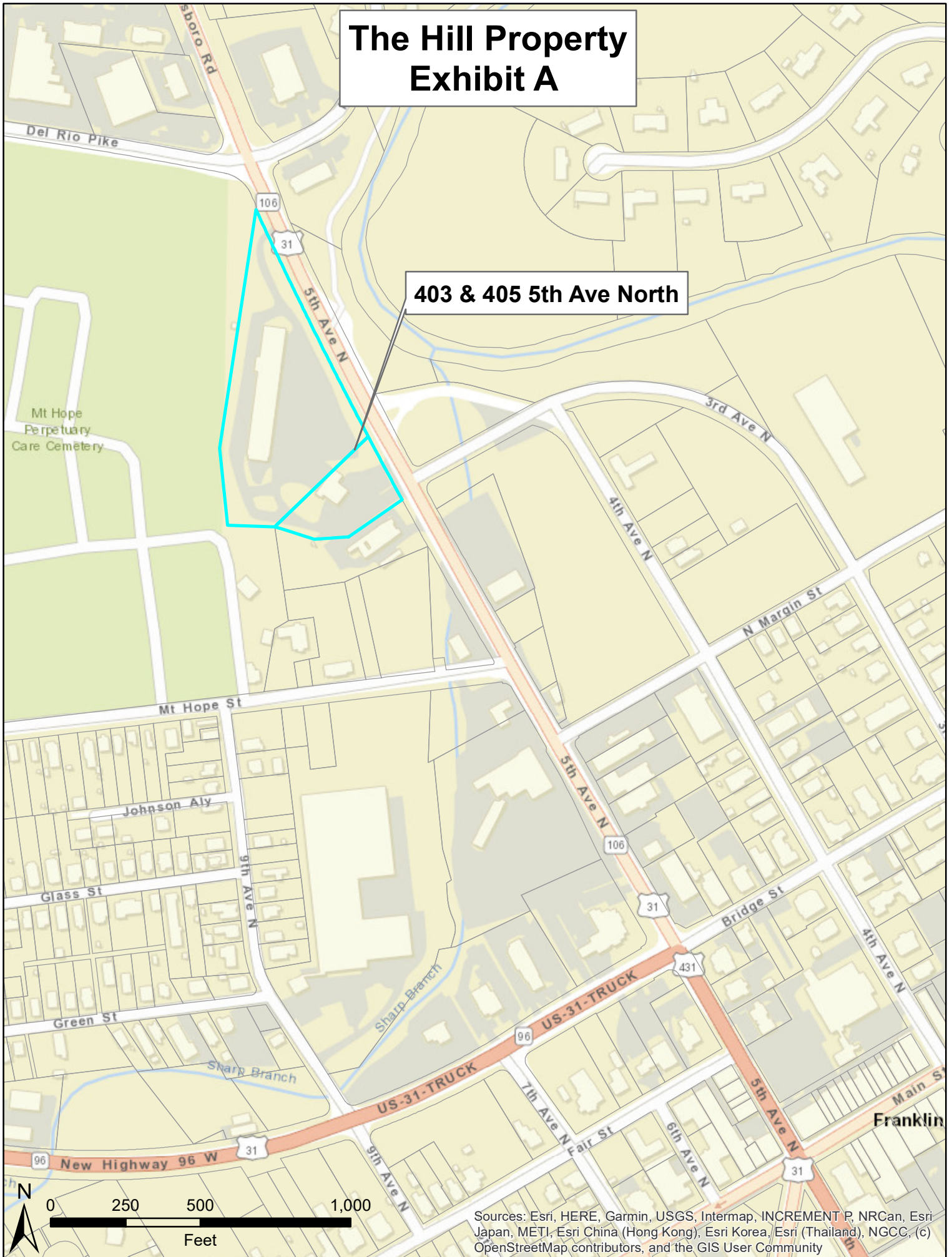
Eric S. Stuckey
City Administrator

Dr. Ken Moore
Mayor

Approved as to form by:

William E. Squires
Assistant City Attorney

Mt Hope
Perpetuary
Care Cemetery





File #: 20-0506

DATE: March 20, 2020

TO: Board of Mayor and Alderman

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

SUBJECT:

Consideration Of Resolution 2020-30, A Resolution Declaring The City-Owned Real Property Located At The Corner Of 427 Granbury Street And 409 Natchez Street To Be Surplus Real Property, Abandoning Such Property, Declaring A Public Purpose For The Property, And Establishing A Public Process By Which To Select The New Owner.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) regarding Resolution 2020-30, a resolution to establish a process for development of City owned property at 427 Granbury ST and 409 Natchez ST.

BACKGROUND/STAFF COMMENTS:

Title 5, Chapter 8, § 5-802 of the City of Franklin Municipal Code allows the Board of Mayor and Aldermen (BOMA) to sell, lease, or dispose of real property owned by the City as surplus property when such property is determined to be of no further feasible use to the City. The Code provides that if the value of the property is over \$75,000 it shall be sold by sealed bid, but if the BOMA determines a purpose for the property with public benefit then it may, by resolution, state the public purpose for the property and establish a public process by which a new owner is selected to implement that public purpose.

In accordance with § 5-802 of the City of Franklin Municipal Code this resolution is intended to accomplish the following:

1. Declare the 2 properties at located 427 Granbury ST and 409 Natchez ST to be surplus;
2. State the public purpose for the property is to construct a new affordable home on the property; and
3. Establish a public process to select a new owner to implement that public purpose.

If this resolution is adopted, staff will proceed to solicit letters of interest from parties who are willing and able to build a new home on the property within three (3) years of execution of a quitclaim deed by the City. After the letters of interest are received they shall be presented to the BOMA with a staff recommendation as to the choice of candidate, for the BOMA to select the project and new owner of the property.

Following the BOMA's selection, a quitclaim deed transferring the property shall be presented to the BOMA for consideration with deed restrictions and terms acceptable to the City Attorney, and requiring construction of a new affordable home on the property within three years.

FINANCIAL IMPACT:

The City obtained an appraisal that determined the value of the property as combined lots to be \$110,000. If the stated purpose for the property is realized by construction of a new home then the property will generate revenue through property taxes.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2020-30.

RESOLUTION 2020-30

A RESOLUTION DECLARING THE CITY-OWNED REAL PROPERTY LOCATED AT THE CORNER OF 427 GRANBURY STREET AND 409 NATCHEZ STREET TO BE SURPLUS REAL PROPERTY, ABANDONING SUCH PROPERTY, DECLARING A PUBLIC PURPOSE FOR THE PROPERTY, AND ESTABLISHING A PUBLIC PROCESS BY WHICH TO SELECT THE NEW OWNER

WHEREAS, Municipal Code Title 5, Chapter 8, § 5-802, as amended, allows the Board of Mayor and Aldermen (BOMA) to sell, lease, or abandon real property owned by the City as surplus property, or interests or rights therein, when such property is determined to be of no further feasible use to the City; and

WHEREAS, Municipal Code Title 5, Chapter 8, § 5-802 provides that when the value of the property is over \$75,000, the property shall be sold by sealed bid; and

WHEREAS, Municipal Code Title 5, Chapter 8, § 5-802 further provides that, as an alternative to a sealed bid process, the BOMA may determine that surplus real property is well-suited to be of public benefit and that a public purpose for the property may be declared for the property and/or any future owners; and

WHEREAS, § 5-802 provides that in so doing, the BOMA shall, by resolution, state the public purpose for the property and establish a public process by which a new owner will be selected to implement that public purpose; and

WHEREAS, the BOMA encourages and supports the production and maintenance of affordable, workforce, and moderately-priced housing throughout all geographic and economic segments of the community; and

WHEREAS, the BOMA, by approving this resolution, is determining that the City-owned property located at the corner of 427 Granbury Street and 409 Natchez Street, as more particularly shown on Exhibit A and considered as a future combined lot, is declared surplus property because it is no longer necessary, suitable, and desirable as public property, and is of no further feasible use to the City; and

WHEREAS, City staff obtained an appraisal which determined the value of the property as combined lots to be \$110,000, which is in excess of \$75,000; and

WHEREAS, the BOMA determines that a sealed bid process shall not be used to dispose of such property; instead, the BOMA declares that the property is well-suited to be of public benefit to serve the public purpose of creating affordable housing; and

WHEREAS, the BOMA declares that this property will be abandoned, made available for new home construction, and that the home will be sold at a price that meets the Nashville Metropolitan Statistical Area standard for affordability that is recognized by the United States Census Bureau.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen that the following real property is declared surplus:

The Corner Lot of 427 Granbury Street, Map 078G, Parcel 02000 and 409 Natchez Street, Map 078G, Parcel 02001 of the City of Franklin, Tennessee

BE IT FURTHER RESOLVED that, pursuant to Municipal Code Title 5, Chapter 8, § 5-802(1), such property is hereby abandoned by the City of Franklin, to be disposed of pursuant to and in compliance with the terms of this Resolution and § 5-802; and

BE IT FURTHER RESOLVED that, pursuant to Municipal Code Title 5, Chapter 8, § 5-802(3), the BOMA establishes the following public process by which a new owner or owners will be selected to successfully implement the declared public purpose of the property:

1. The City Administrator, or appropriate designee, shall publicly solicit Letters of Interest from interested parties who indicate they are willing and able to build a new home on the property within three (3) years and in adherence with the purposes, terms, and limitations established by this Resolution.
2. The solicitation of Letters of Interest shall provide at least fourteen (14) days notice to provide a response to the City.
3. The solicitation of Letters of Interest shall be public and shall be accomplished (a) by publication in a newspaper of general circulation twice, and (b) by City staff directly contacting known or potential interested parties of which the City is aware.
4. Once the Letters of Interest have been received, they shall be presented to the BOMA with a staff recommendation as to the choice of candidate, for the purpose of the BOMA selecting the project and new owner of the property.
5. Following the BOMA's selection, a quitclaim deed transferring the property as described above shall be presented to the BOMA for consideration, with deed restrictions and terms acceptable to the City Attorney, and requiring construction of a new affordable home on the property within three years.

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2020.

Eric S. Stuckey
City Administrator

Dr. Ken Moore
Mayor

Approved as to form by:

William E. Squires
Assistant City Attorney

City of Franklin Properties Exhibit A



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



File #: 20-0656

DATE: April 27, 2020
TO: Board of Mayor and Alderman
FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Lisa Clayton, Director of Parks
Alyssa Dillon, Research & Planning Specialist

SUBJECT:

Consideration Of Amendment No. 1 To COF Contract No. 2018-0155 Parkland Impact Fee And Mountain Bike trail System Construction And Maintenance Agreement Between The City of Franklin And Gateway Mosby Cool Springs, LLC.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an amendment to COF Contract No. 2018-0155 regarding maintenance of the mountain bike trails constructed as part of Gateway Mosby Cool Springs, LLC's (hereinafter, "Mosby") parkland dedication in lieu of parkland impact fees offset.

BACKGROUND/STAFF COMMENTS:

The City and Mosby entered into an agreement for parkland dedication in lieu of parkland impact fees for the property known as "The Standard." Mosby was to receive a parkland impact fee offset for the value of the land, construction costs, and maintenance costs associated with the mountain bike trails beginning on The Standard's property and continuing onto the Columbia State Community College (hereinafter, "Columbia State") property. The City holds an easement with the State of Tennessee to access the Columbia State property; however, the easement does not extend to Mosby's use, and Mosby was barred from performing actual maintenance to the portion of the trail located on Columbia State's property.

Given this information, the Parks Director and Mosby agreed to amend the original agreement regarding the maintenance obligations. Rather than have maintenance performed by two different entities, the Parks Department will maintain the trails, and Mosby will pay the full value of the maintenance, for both portions of the trail for the original maintenance period of fifteen (15) years, as previously determined in the original agreement to be One Hundred Seventy-Two Thousand Five Hundred Dollars (\$172,500). This agreement was executed under the old parkland ordinance which did not preclude funds from being used for maintenance purposes.

Additionally, since the time the agreement was first executed, the property known as The Standard has been sold to an entity known as Franklin Parkland Acquisition LLC (hereinafter, "FPA"). Mosby and FPA executed an assignment agreement assigns the rights and responsibilities under the

agreement to FPA from Mosby. The Amendment is representative of this transaction and will be signed by the City and FPA upon approval by the Board of Mayor and Aldermen.

FINANCIAL IMPACT:

CSA will pay the City One Hundred Seventy-Two Thousand, Five Hundred Dollars (\$172,500) which the City will accept into the General Fund.

RECOMMENDATION:

Approval of Amendment No. 1 to COF Contract No. 2018-0155 is recommended.

COF CONTRACT NO. 2018-0155

**AMENDMENT NO. 1 TO COF CONTRACT NO. 2018-0155 PARKLAND IMPACT FEE
AND MOUNTAIN BIKE TRAIL SYSTEM CONSTRUCTION AND MAINTENANCE
AGREEMENT BETWEEN THE CITY OF FRANKLIN AND GATEWAY MOSBY
COOL SPRINGS, LLC**

This Amendment No. 1 to COF Contract No. 2018-0155 (“Amendment”) is entered into by Franklin Parkland Acquisition LLC (“Owner”) and the City of Franklin (“City”) to amend the maintenance requirements for the mountain bike trail on the property known as The Standard of Cool Springs Subdivision and the Columbia State Community College Property.

RECITALS

WHEREAS, pursuant to that certain Parkland Impact Fee and Mountain Bike Trail system Construction and Maintenance Agreement the (“Agreement”), Mosby Cool Springs, LLC (“Mosby”) agreed to plat and dedicate a non-exclusive, all-access public easement, construct and maintain Mountain Bike Trail improvements for the future enjoyment of the public, free of charge, subject to the terms and conditions, all as set forth in the Agreement; and

WHEREAS, the obligations under the Agreement applied in part to that certain property, being approximately 4.72 acres of land, depicted in Exhibit B of the Agreement and being more particularly described in Exhibit A of this Amendment (the “Mosby Property”), and in part to certain real property owned or operated by Columbia State Community College, as depicted in Exhibit C of the Agreement (the “College Property”); and

WHEREAS, after approval of the Agreement, the City was notified by Columbia State Community College that maintenance for the portion of the Mountain Bike Trail system on the College Property must be maintained by the City and cannot be maintained by Mosby or their designee; and

WHEREAS, on February 13, 2020, Mosby sold the Mosby Property to Owner; and

WHEREAS, concurrent with the conveyance of the Mosby Property to Owner, Mosby assigned to Cool Springs Acquisition LLC (“Cool Springs”) all rights (other than the offset of applicable Parkland Impact Fees), duties, and obligations of Mosby under the Agreement as described in Exhibit B of this Amendment; and

WHEREAS, because Owner (and not Cool Springs) is the owner of the Mosby Property (which is the same as the “Development Project” referenced in the Agreement and defined therein as Map 079- Parcel 04025), on February 13, 2020, Cool Springs assigned and Owner assumed, all of the rights, duties, and obligations of Cool Springs under the Agreement, pursuant to that certain Assignment and Assumption of Parkland Impact Fee and Mountain Bike Trail System Construction and Maintenance Agreement by and between Cool Springs, as assignor, and Owner, as assignee; and

WHEREAS, Owner and the City desire to amend the Agreement to allow for the payment of the full value of maintenance for the Mountain Bike Trail System (as described below in this Amendment), instead of Owner performing the maintenance.

NOW, THEREFORE, in joint and mutual exercise of their powers, the parties agree as follows:

1. Amendments. Section I. Paragraph Seven (7) of the Agreement is hereby amended to read as follows:

7. Mosby will build and construct the mountain bike trails along the northern section of The Standard of Cool Springs Subdivision property and on the adjacent Columbia State Community College property as depicted in Exhibit C. The Standard at Cool Springs parkland dedication area totals 4.72 acres stopping at the northern boundary of the Standard at Cool Springs Subdivision. In lieu of performing maintenance on the Mountain Bike Trail System and appurtenances located on The Standard at Cool Springs Subdivision property and on the adjacent Columbia State Community College property for fifteen (15) years, Owner shall pay the full value of maintenance that is deemed and stipulated to equal One Hundred Seventy-Two Thousand Five Hundred Dollars (\$172,500.00) (the "Release Payment"), transfer title of the Mosby Property to the City by special warranty deed (which the City hereby agrees to accept), and immediately upon such payment, the City will accept such funds into the City's General Fund to be used towards the maintenance of the trails. Owner must pay the Release Payment by the later of (i) June 30, 2020 or (ii) thirty (30) days following the effective date of this Amendment; provided, however that if Owner fails to pay the Release Payment when due, the Owner shall have fifteen (15) days after receipt of written notice from the City to pay the Release Payment. Once the Release Payment has been received by the City: (i) the City shall take over all responsibility for and maintenance of the trail and connections on both the portion located on The Standard at Cool Springs Subdivision property (the Mosby Property) and the portion of the trail on the adjacent Columbia State Community College property (the College Property); and (ii) upon the completion of the Remaining Work, the Agreement shall automatically terminate, except for any terms or provisions that expressly survive the termination of the Agreement, and thereafter neither Mosby, Middleburg, Owner, nor their successors or assigns under the Agreement shall have any further obligations or liabilities thereunder.

2. Permitted Assignment. City hereby acknowledges that Mosby has conveyed its interest in the Mosby Property to Owner. Owner has provided notice of assumption of the obligations of Mosby under the Agreement. City recognizes and accepts Owner as the successor to Mosby under the Agreement. City hereby confirms to Mosby, Owner, and its successors and assigns that as of the date of this Amendment, the only construction obligations of the Agreement that are not complete are listed on Exhibit C attached hereto (the "Remaining Work").

3. Entire Agreement. The Agreement together with this Amendment comprise the entire agreement between the parties. There are no other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter of the Agreement. The Agreement

may be amended or modified only by an instrument signed by the respective parties, or their applicable successors or assigns.

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

[Signature pages follow next]

CITY:

CITY OF FRANKLIN, TENNESSEE

By: _____
Name: _____
Title: _____

OWNER:

FRANKLIN PARKLAND ACQUISITION LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Exhibit A

Description of the Mosby Property

Land in Williamson County, Tennessee, and being known as Lot 31 on the Final Plat of the Standard at Cool Springs Subdivision, Revisions 2 (Resubdivision of Lot 2 and Lot 3) of record in Plat Book P71, Page 6, in the Register's Office for Williamson County, Tennessee, to which plat reference is hereby made for a more complete and accurate legal description.

Exhibit B

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

**PARKLAND IMPACT FEE AND MOUNTAIN BIKE TRAIL SYSTEM
CONSTRUCTION AND MAINTENANCE AGREEMENT
BETWEEN THE CITY OF FRANKLIN AND GATEWAY MOSBY COOL SPRINGS, LLC
COF CONTRACT NO. 2018-0155**

PARKLAND IMPACT FEE AND MOUNTAIN BIKE TRAIL SYSTEM CONSTRUCTION AND MAINTENANCE AGREEMENT, (this "Agreement"), made and entered into this 27TH day ~~of~~ November 2018 by and between THE CITY OF FRANKLIN, TENNESSEE ("City") and GATEWAY MOSBY COOL SPRINGS, LLC (hereinafter "Mosby") pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code, and Mosby Cool Springs, LLC as owner of that certain land consisting of approximately two hundred five thousand seven hundred sixty-one square feet or 4.72 acres of undeveloped land located in Williamson County, Tennessee, as more particularly described in Exhibit A attached hereto, and Gateway Mosby Cool Springs Lessee, LLC, as tenant, join herein for the sole purpose of consenting to and approving this Agreement, and hereby consent to and approve this Agreement.

WITNESSETH:

WHEREAS, Mosby is in the process of developing Map 079 - Parcel 04025 (the "Development Project"), consisting of three hundred twenty-eight (328) apartment units, and an affiliate of an indirect owner of Mosby intends to develop or cause the development of approximately twenty-eight (28) townhome lots all as more particularly shown on Exhibit A; and

WHEREAS, pursuant to Title 25, Chapter 4 of the City of Franklin Municipal Code, Mosby has agreed to design, construct, and maintain a Mountain Bike Trail System located within the outer limits of The Standard at Cool Spring Subdivision, but not limited to, the mountain bike trail, trailheads, existing trees, shrubbery, and associated appurtenances such as signage, benches, and other associated amenities as approved by the City of Franklin, all as more particularly shown and described on Exhibit B attached hereto; and

WHEREAS, the Mountain Bike Trail System encompasses approximately 4.72 acres of land located in Quadrant 1 of the City on property known as The Standard at Cool Springs Subdivision and on the adjacent Columbia State Community College property located north of Liberty Pike all as more particularly shown and described on Exhibit C attached hereto; and

WHEREAS, Mosby has requested to offset a portion of the costs of construction of these improvements against any Parkland Impact Fees due from the Development Project, and the estimated amount of such eligible costs, and the potential offset, was determined by the Parks Department Director on July 23, 2018, to be \$1,459,516.98 as itemized in attached Exhibit D; and

WHEREAS, Mosby has agreed to plat and dedicate a non-exclusive, all-access public easement, construct, and maintain the Mountain Bike Trail System improvements as illustrated on Exhibits B and C and described in detail below for the future enjoyment of the public, free of charge, subject to the terms and conditions set forth herein; and

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

WHEREAS, any and all Mountain Bike Trail System improvements located on public and/or privately-owned property as illustrated in the approved Exhibit B and C shall not be altered, expanded, or in any way modified in any material way from the level, nature and type of use as contemplated in this Agreement as of the date hereof, without the express prior written consent of the City (which shall not be unreasonably withheld, conditioned or delayed); and

WHEREAS, any approved fixed structures associated with the Mountain Bike Trail System, examples may include fencing, benches, off-street parking, signage, etc. as illustrated on Exhibits B and C and further detailed on the approved construction drawings on file with the City of Franklin Parks Department that may be located in the City's non-exclusive, all-access public easement shall not be altered, expanded, or in any way modified in any material way by Mosby with respect to the nature and intensity of its use without the written consent of the City (which shall not be unreasonably withheld, conditioned or delayed).

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

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

1. The foregoing recitals are incorporated into this Agreement and made a part thereof.
2. Mosby and City agree that Mosby shall be eligible and shall receive an offset of applicable Parkland Impact Fees as hereafter set forth for the Mountain Bike Trail System, dedication of land and easements, and associated improvements as illustrated in Exhibits B and C, and as allowed under Title 25, Chapter 4 of the City of Franklin Municipal Code.
3. The total estimated cost of land and/or easement dedication, design, and the cost of labor, equipment, supplies, and materials used to construct the mountain trail improvement as itemized in attached Exhibit D is \$1,459,516.98 and the estimated total offset to Mosby is an identical amount upon submittal and approval of supporting documentation. The following costs are specifically excluded and not eligible for an offset: fiscal cost, including interest on money borrowed to finance the construction, cost for utility relocations, and other improvements that benefit the development.
4. Pursuant to Title 25, Chapter 4 of the Franklin Municipal Code, the eligible offset does and shall not exceed the total Parkland Impact Fees due for the Development Project.
5. City hereby grants Mosby permission to enter upon and to utilize the non-exclusive, all-access public easement known as the Mountain Bike Trail System located and situated on the The Standard at Cool Spring Subdivision and on the adjacent Columbia State Community College property in Franklin, TN, as depicted in Exhibits B and C for the purposes of construction and maintenance the Mountain Bike Trail System and associated appurtenances such as signage, benches, and other associated amenities approved by the

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

City as depicted in Exhibits B and C and on the approved construction drawings on file with the City of Franklin Parks Department.

6. The Mountain Bike Trail System as depicted in Exhibits B and C and on the approved construction drawings on file with the City of Franklin Parks Department shall be constructed, inspected, approved, and accepted in its entirety prior to January 1, 2019, or upon the reasonable request of the City, Mosby shall post a Letter of Credit or cash surety with the City for the cost of the outstanding improvements as reasonably determined by the City of Franklin Parks Department Director prior to additional Certificate of Occupancy Permits being issued.
7. Mosby will build, construct, and maintain the mountain bike trails along the northern section of The Standard of Cool Springs Subdivision property and on the adjacent Columbia State Community College property as depicted in Exhibit C. The Standard at Cool Springs Subdivision parkland dedication area totals 4.72 acres stopping at northern boundary of the Standard at Cool Springs Subdivision. Mosby will maintain the portion of the Mountain Bike Trail System and appurtenances located on The Standard at Cool Springs Subdivision property into perpetuity and for fifteen (15) years for the portion located on the adjacent Columbia State Community College property beginning on the final acceptance of the Mountain Bike Trail System. Notwithstanding anything to the contrary contained herein, the City of Franklin shall take over all responsibility for and maintenance of the trail and connections for the portion located on the Columbia State Community College Property following the fifteen (15) year maintenance period.
8. Mosby shall be responsible for the location and protection of all existing utilities in accordance with State and local laws while utilizing the right-of-way. There shall be no offsets or reimbursement for relocating or protecting public utilities.
9. Naming Rights. The policy of the City is to reserve naming or renaming of city assets to those circumstances which tradition and practice have shown to best serve the interests of the City and assure a worth and enduring legacy for the City.
10. Organized Events. Events require a Special Event Permit which may be obtained through the Franklin Parks Department. No entity shall sponsor, host or organize an event on the public mountain biking trail without prior approval of the Special Event Permit.
11. All improvements, uses, and activities shall comply with the policies established by the City Franklin Zoning Ordinance and Municipal Code with the terms and conditions of this Agreement.
12. Mosby shall name the City of Franklin as an additional insured on and submit Certificates of Liability Insurance to the City in coverage limits specified by the City of Franklin Risk Analyst for the construction, public use, and maintenance of the Mountain Bike Trail System prior to commencing construction.

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

13. Upon completion and prior to acceptance of the Mountain Bike Trail System improvements, Mosby will provide reasonable documentation for all such cost and provide notarized release of liens.
14. Barring force majeure or weather delays, Mosby agrees, upon thirty (30) days written notice from the City, to remove, maintain, repair or replace trees, landscaping, and trail damage as described herein that may require reasonable removal, maintenance, repair or replacement. The City reserves its right to determine health of the trees, landscaping, and condition of the Mountain Bike Trail System and, whether trees, landscaping, and Mountain Bike Trail System are to be replaced and maintained. If no remedy is made within the specified time, the City reserves the right to remove all affected trees and landscaping and repair the trail with notice to Mosby and at the sole cost and expense of Mosby. Mosby shall submit payment for full cost and expense incurred by the City within forty-five (45) days of the date of the invoice.
15. In the case of emergency situations where unplanned disturbance of the trees, landscaping and Mountain Bike Trail System, occurs due to natural disaster, emergency infrastructure repairs, or public safety/emergency response, the City to minimize disturbance to the extent feasible but must act swiftly for the purposes of public safety, health and welfare. The City will bring the site back to substantially similar condition as soon as practicable, subject to budgetary constraints; other priorities that serve the public health, safety, and welfare; seasonal limitations for replacement or planting; and weather delays.
16. The permission granted by this Agreement shall be effective as of the date of execution by both parties and shall terminate only as provided within this Agreement.
17. This Agreement is non-transferable to the successors or assigns of Mosby unless the successor assumes the same obligations of Mosby in writing. Such assignment shall be provided to the City within fifteen (15) days after the transfer of the Development Project. Upon assignment, Mosby shall be relieved from any and all further liability under this Agreement, including, without limitation, pursuant to Section 18 hereof. The City shall have the right to immediately remove trees, landscaping, and Mountain Bike Trail System for which this Agreement is granted upon assignment or transfer by Mosby; subject, however, to application made by the successor for and due diligence in obtaining approval by the City of a new Agreement for the existing landscaping to remain in the right-of-way.
18. Mosby shall exercise the rights, privileges and permission granted herein at Mosby's own risk. Mosby shall not claim any damages from the City for any injuries or damages, including death, about or because the exercise of such rights, privileges or permission, the condition of the non-exclusive, all-access public easement or the use of the non-exclusive, all-access public easement excluding gross negligence or willful misconduct by the City and its Mayor, Aldermen, officers, employees, officials and agents. Mosby shall indemnify and hold harmless Columbia State Community College, its officials and agents, the City, its Mayor, Aldermen, officers, employees, officials and agents, from and against all claims, actual damages, actual losses and actual out-of-pocket expenses, including

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

reasonable attorney's fees for outside counsel and costs, arising out of, resulting from, or in any way connected with the failure of Mosby to comply with any of the provisions specified herein or with the City's direction to remove and/or maintain any trees, landscaping, or portions of the Mountain Bike Trail System depicted in Exhibits B and C. The City shall not be liable to Mosby should Mosby's use of the property be hindered or disturbed. The City will not be liable to Mosby for any reason not specifically stated herein.

19. The City and Association agree that the terms and conditions contained herein shall be binding on and shall inure to their heirs, representatives, successors, and assigns and that there are no understandings or agreements between them except as contained in this instrument.
20. **Applicable Law/Choice Forum and Venue.** This Agreement is made under and will be construed in accordance with the laws of the State of Tennessee without giving effect to that state's choice of law rules. The parties' choice for forum and venue shall be exclusively in the courts of Williamson County, Tennessee.
21. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail or in person to:

In the case of the City:

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

In the case of Mosby:

Middleburg Real Estate Partners
Attn: Rachel Noone
1921 Gallows Road, Suite 700
Vienna, VA 22182

Stockbridge Capital Group
Attn: Joel Sasser
3550 Lenox Road N.E., Suite 2500
Atlanta, GA 30326

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

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

II. GENERAL TERMS AND CONDITIONS

- 1. Personal Liability.**
No member, Mayor, Alderman, official, or employee of the City shall be personally liable to Mosby or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to Association or successor or on any obligations hereunder; provided, however, the City shall remain liable to Mosby for its gross negligence and willful misconduct. The City shall only look to Mosby and the Development Project for the enforcement of Mosby's obligations hereunder. None of the trustees, officers, directors, employees, members, owners, partners or shareholders of Mosby or any direct or indirect owner of Mosby shall have any personal liability for any of the liability or obligations of Mosby in connection herewith.
- 2. Warranties/Limitation of Liability/Waiver.**
The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Mosby to limit its liability shall be void and unenforceable.
- 3. Severability.**
If any term or provision of this Agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement will not be affected.

[Signature pages follow next]

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

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

CITY OF FRANKLIN, TENNESSEE

Attest:

By: [Signature]
Dr. Ken Moore, Mayor
Date: 11/30/18

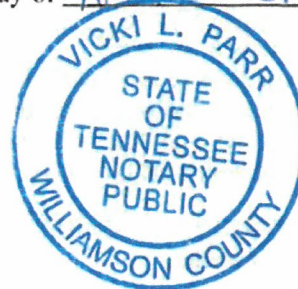
By: [Signature]
Eric S. Stuckey, City Administrator
Date: 11/30/18

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

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

Witness my hand and seal, at office, this 30 day of November, 2018.
[Signature]
NOTARY PUBLIC

My Commission Expires: 2/23/20



Approved as to form:

By: [Signature]
Shauna R. Billingsley, City Attorney

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

GATEWAY MOSBY COOL SPRINGS, LLC, a Tennessee limited liability company

By: Gateway Mosby Cool Springs, GP,
a Delaware general partnership,
its sole member

By: Gateway Cool Springs, LLC,
a California limited liability company,
the Gateway Managing Partner

By: 
Name: Christine Roseland
Title: Vice President

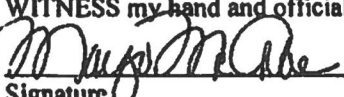
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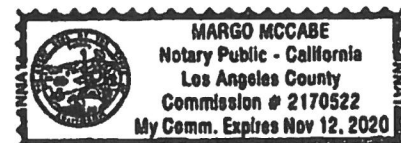
STATE OF CALIFORNIA)
COUNTY OF Los Angeles)

On October 10, 2018, before me, Margo McCabe,
Notary Public, personally appeared Christine Roseland who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

 (seal)
Signature



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

MOSBY COOL SPRINGS, LLC, a Virginia limited liability company

By: Mosby Cool Springs Manager, LLC, its sole Manager

By: Middleburg Real Estate Partners, LLC, its Managing Member

By: [Signature]
Name: Christopher C. Finley
Its: Managing Partner

STATE OF Virginia)
COUNTY OF Fairfax)

Personally appeared before me, the undersigned, a Notary Public having authority within the State and County aforesaid, Christopher C. Finley with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Managing Partner of Mosby Cool Springs, LLC, a Virginia limited liability company, and is authorized by the limited liability company to execute this instrument on behalf of the limited liability company.

WITNESS my hand, at office, this 26 day of November 2018.

[Signature]
Notary Public

My Commission Expires:

1/31/2019



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

GATEWAY MOSBY COOL SPRINGS LESSEE, LLC, a
Tennessee limited liability company

By: Gateway Mosby Cool Springs, GP, a Delaware
general partnership, its sole member

By: Gateway Cool Springs LLC, a California
limited liability company, its managing
member

By: [Signature]
Name: Christine Roseland
Title: Vice President

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

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On November 27, 2018, before me, Margo McCabe,
Notary Public, personally appeared Christine Roseland who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed
to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

[Signature]
Signature

(seal)

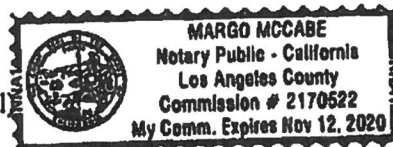
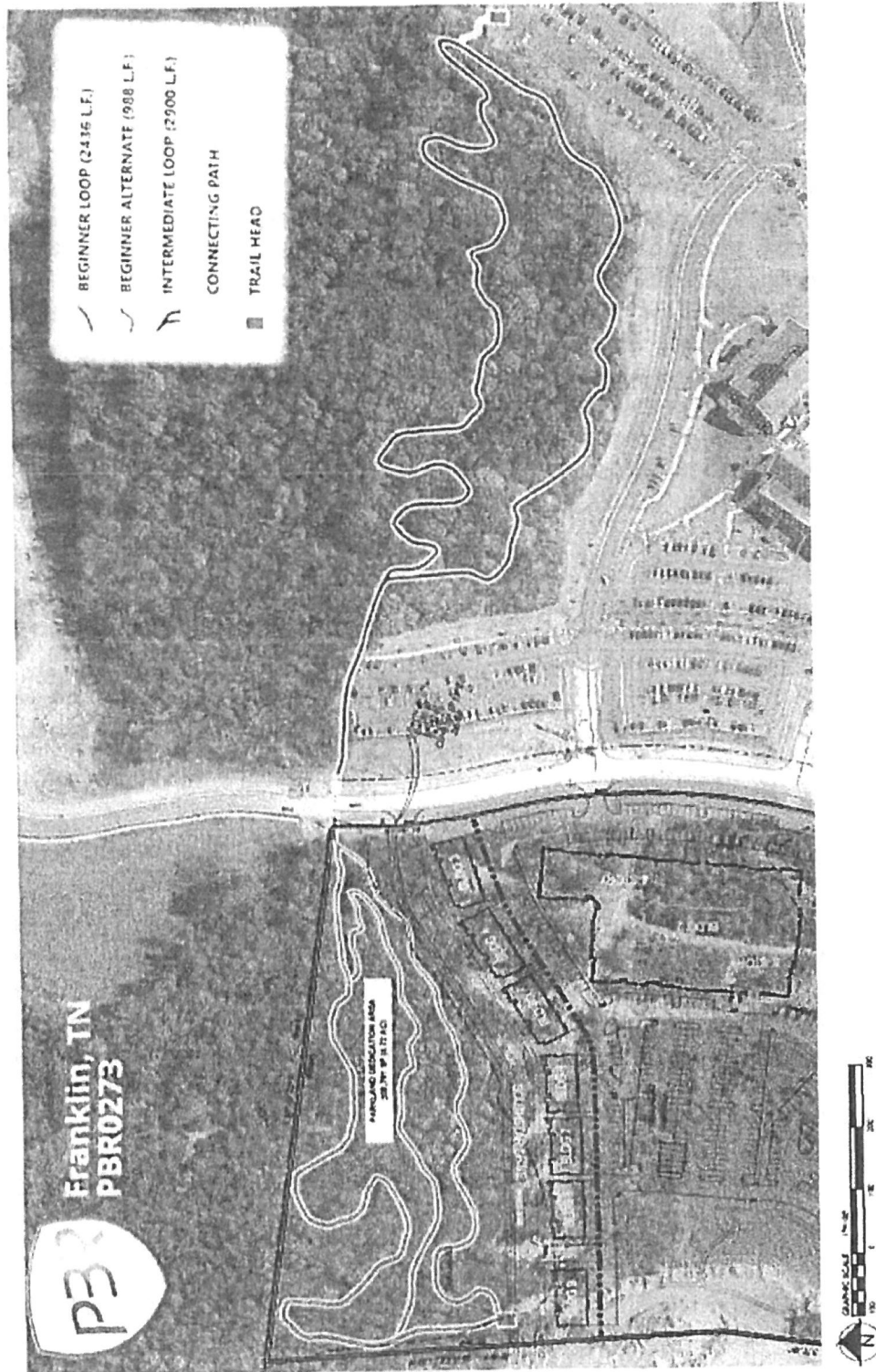
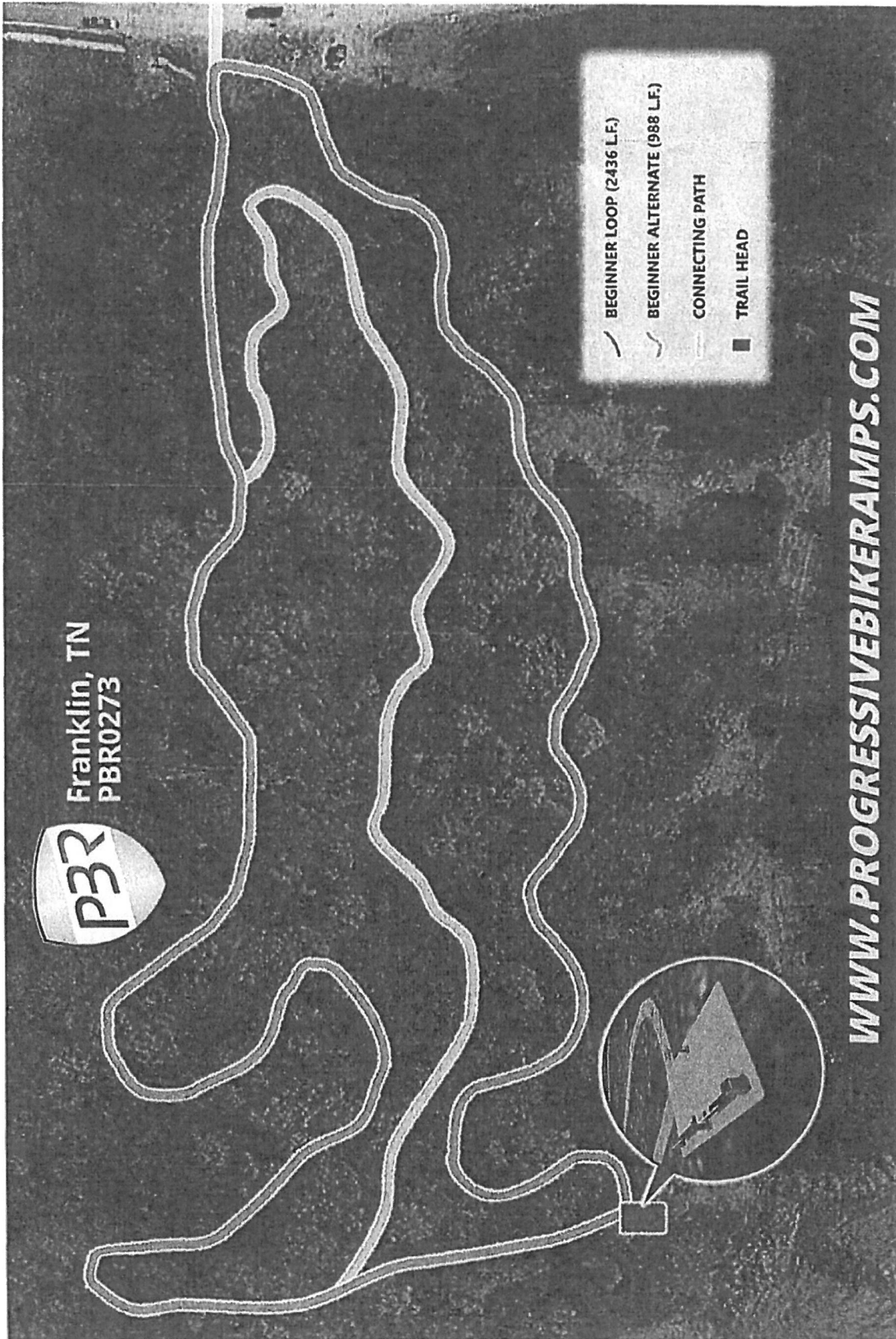


EXHIBIT A - The Standard



COF Contract No. 2018-0155

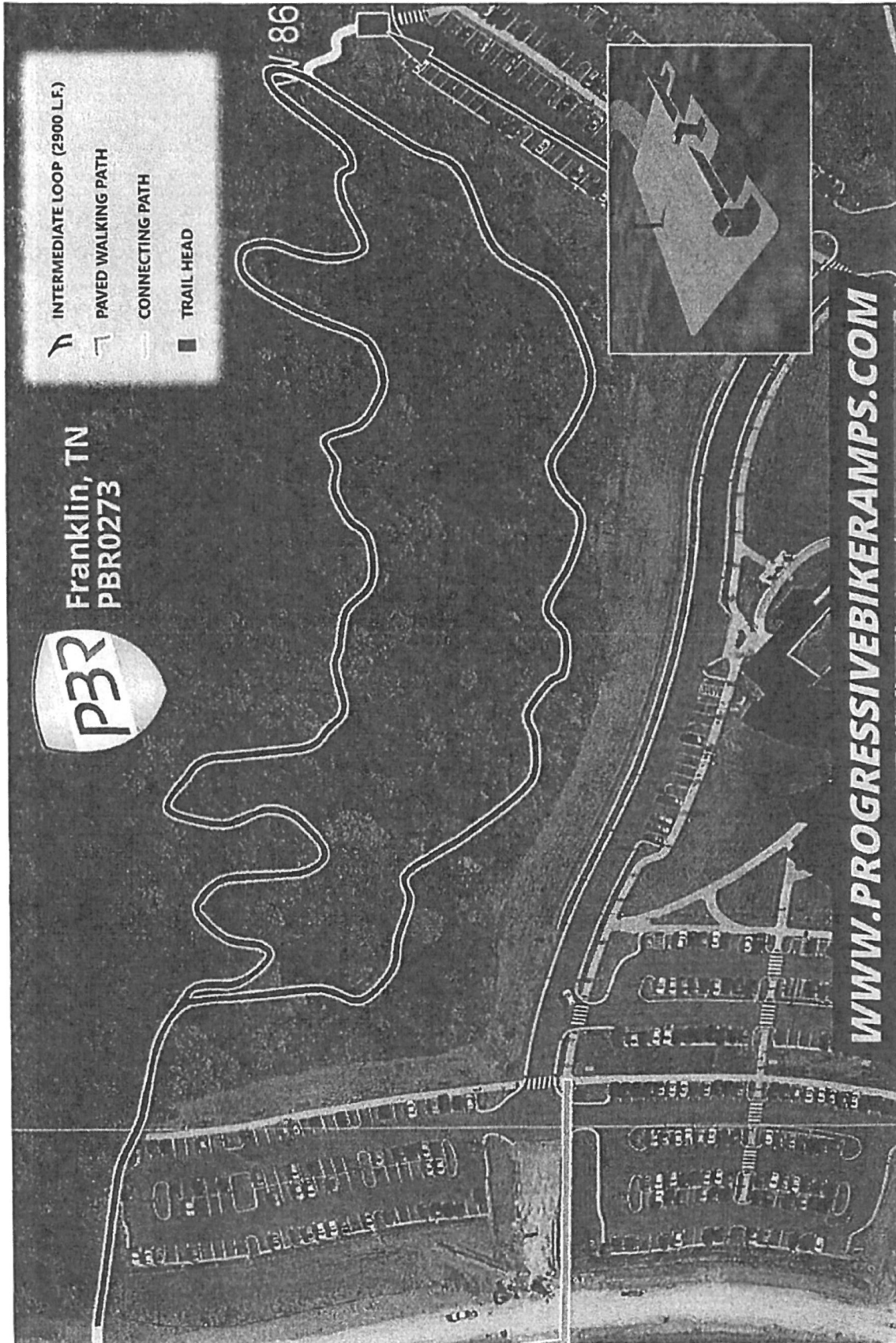
EXHIBIT B - The Standard



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COF Contract No. 2018-0155

EXHIBIT C - The Standard



This page is the creative property of Progressive Bike Ramps. It cannot be copied or redistributed.

Exhibit D - The Standard

COF Contract No. 2018-0155

**The Standard At Cool Springs Mountain Bike Trail
Franklin Tn.**

7/30/2018

Parkland Requirments		356 Dwellings at 234,600sf or 5.39acres		
Descriptions	Quantity	Unit	Unit Price	Total
First 35 Units @ 1200 SF/ Unit	42,000	SF	6.2213	\$ 261,294.60
Remaining 321 Units @ 600 SF/ Unit	192,600	SF	6.2213	\$ 1,198,222.38
Total Required Parkland Dedication	234,600	SF	6.2213	\$ 1,459,516.98
Design/Planning (Profesional Services)				
Concept Design-plans	1	unit	2,500.00	\$ 2,500.00
Design Fees/Project Administration Fees				\$ 20,000.00
GC Fee and Insurance	-	%	5	\$ 33,244.75
Sub Total				\$ 55,744.75
Construction Engineering/Inspections				
Beginner Loop	2,436	LF	9.44	\$ 23,000.00
Beginner Alternate	988	LF	9.02	\$ 8,912.50
Columbia State Trail-Off site	2,900	LF	8.33	\$ 24,150.00
Sub Total				\$ 56,062.50
Equipment/Furnishings				
Feature Allowance	1	unit	15,000.00	\$ 15,000.00
Trail head Allowance	1	LS	72,500.00	\$ 72,500.00
Hiking Wayfiind/ Signage	1		8,000.00	\$ 10,000.00
Sub Total				\$ 97,500.00
Maintenance				
Hiking Trail Maintenance Erosion Repair(Years 1 through 15)	15	11,500	87,500.00	\$ 172,500.00
Sub Total				\$ 172,500.00
Utilites/Water				
Water tap for fountain including installation	1		3,885.00	\$ 3,885.00
Sub Total				\$ 3,885.00
Total Cost for Design and Constuction				\$ 385,692.25
Land and Easement	205,761	SF	6.2213	\$ 1,280,100.91
Total cost of Project				\$ 1,665,793.16
Parkland Impact Fee Requirement				\$ 1,459,516.98
Dedication Beyond Requirment				\$ 206,276.18

Exhibit C

“The Trailhead Franklin, TN”

Remaining Construction and Development Requirements - All of the work described in this Exhibit C is performable and to be located solely on the Mosby Property.

1. Bust out boulder with hydraulic hammer
2. Excavate hill back 3-4'
3. Move spoils across street
4. Backfill water line trench. (Gravel needed)
5. Concrete footing for retaining wall
6. Concrete footing for Kiosk Trellis (set post mounts)
7. One (1) load 3/4" gravel
8. Grade base stone to 1% slope/Remove w.w.m and plastic from old sub-contractor (not right; rebar is specified)
9. Set up turn down on concrete
10. Remove bad forms
11. Block 8"x8"x16" core filled with rebar turn up from footing
12. Waterproof dirt side of the block wall
13. Nettle Stone (burnished face masonry units)
14. Stone Caps
15. Tuck point mortar joints
16. Color match chalk; 3/8" rubber expansion joint material
17. Drainage: filter fabric, 3/4" stone behind wall, 4" pvc drain- daylight to surface
18. Concrete: 12'x32', 5'x50', saw cut joints
19. Grading: Rough Grade slope < 3:1, move spoils, 1) load topsoil, final grade
20. Kiosk Trellis (Post mounts, lumber, hardware, labor)
21. Final: set- Signage, water station, dog waste station, Fix-it Station, Bench.



File #: 20-0650

DATE: April 23, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Mark Hilty, Asst. City Administrator Public Works
Lisa Clayton, Director of Parks
Alyssa Dillon, Research & Planning Specialist

SUBJECT:

Consideration Of COF Contract No. 2020-0054, Lease Agreement Between The City Of Franklin And The Tennessee Recreation And Parks Association.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a lease agreement between the City of Franklin and the Tennessee Recreation and Parks Association (hereinafter, "TRPA") for the lease of the facility located at 718 Boyd Mill Avenue, Franklin, TN.

BACKGROUND/STAFF COMMENTS:

The City's Parks Department has previously leased the Parks Trailer located at 718 Boyd Mill Avenue within Jim Warren Park. TRPA uses the facility as office space for staff as well as holding occasional meetings. The previous lease will expire in May of 2020. Both parties, having found a mutual benefit, have agreed to enter into a new lease agreement. The terms of the agreement are for an initial period of seven (7) years, with the option to renew for an additional three (3) years at the conclusion of the initial period. The rent for each year during the initial period has been stipulated in the lease agreement reflecting a three percent (3%) increase each year during the initial period. Should both parties agree to exercise the three (3) year renewal option, the rent for those three (3) years will be stipulated and agreed to at that time.

FINANCIAL IMPACT:

TRPA will pay the following monthly amounts for each year:

- Year 1: Five Hundred Fifty-Three Dollars and 41/100 (\$553.41) per month
- Year 2: Five Hundred Seventy Dollars and 00/100 (\$570.00) per month
- Year 3: Five Hundred Eighty-Seven Dollars and 10/100 (\$580.10) per month
- Year 4: Six Hundred Four Dollars and 71/100 (\$604.71) per month
- Year 5: Six Hundred Twenty-Two Dollars and 85/100 (\$622.85) per month
- Year 6: Six Hundred Forty-One Dollars and 49/100 (\$641.49) per month
- Year 7: Six Hundred Sixty Dollars and 71/100 (\$660.71) per month

RECOMMENDATION:

Staff recommends approval of COF Contract No. 2020-0054 Lease Agreement between the City of Franklin and the Tennessee Parks and Recreation Association.

Lease Agreement
COF Contract No. 2020-0054

This Lease Agreement ("Agreement") is made this _____ day of _____, 2020 by and between the City of Franklin, Tennessee ("City") and Tennessee Recreation and Parks Association ("Lessee").

RECITALS

WHEREAS, the City owns, operates, and maintains certain facilities for athletic contest and other public uses such as Jim Warren Park, 718 Boyd Mill Avenue, Franklin, Tennessee, which is located within the City's corporate limits; and

WHEREAS, the City desires to make available to Lessee, and Lessee desires to use, the Parks Department Trailer and adjacent parking lot as described in Exhibit A, which is attached hereto.

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 the Parks Trailer and adjacent parking area located in Jim Warren Park ("Premises").
2. Lease Terms. The term of the lease shall be seven (7) consecutive years commencing on May 15, 2020 ("Initial Period") and may be renewed for an additional three (3) year term ("Renewal Period") if agreed to by the parties so long as written notice of renewal is given in writing by Lessee to the City within ninety (90) days of the expiration of the initial seven (7) year lease term.
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's Fire and Police Departments 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 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

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cleanliness and overall appearance of the Premises. Lessee shall have the right to engage janitorial service at Lessee's sole expense.

5. Landscape. The City shall landscape the front of the Premises. The City agrees to hold a space open for Lessee to place a sign in the front of the Premises.
6. Utilities. The City shall provide electric and water to the Premises. The City shall also provide weekly trash pick up or dumpster pick up.
7. 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.
8. Tornado Shelter. The City shall provide Lessee access to the existing tornado shelter located in Jim Warren Park, Phase II Concession Stand Restrooms, which is also used by the City in case of emergency.
9. Signage. Lessee shall have the right to erect a sign in the landscaped area so long as the sign conforms with the City of Franklin Municipal Code and Franklin Parks sign policy. Lessee shall remove the sign at termination or expiration of the Lease.
10. Assignment. This Agreement may not be assigned by either party without the prior written consent of the non-signing party. The Premises cannot be converted or subleased.
11. Rent.
 - a. Lessee agrees to pay and shall be required to pay to the City during this Agreement payment in the amount of Five Hundred Fifty-Three Dollars and Forty-One Cents (\$553.41) per month for the first year of the Initial Period due and payable on the fifteenth (15th) day of each month commencing on May 15, 2020.
 - b. Commencing on May 15, 2021 the rent payment shall increase three percent (3%) to Five Hundred Seventy Dollars (\$570.00) per month due and payable on the fifteenth (15th) day of each month commencing on May 15, 2021.
 - c. Commencing on May 15, 2022 the rent payment shall increase three percent (3%) to Five Hundred Eighty-Seven Dollars and Ten Cents (\$587.10) per month due and payable on the fifteenth (15th) day of each month commencing on May 15, 2022.
 - d. Commencing on May 15, 2023 the rent payment shall increase three percent (3%) to Six Hundred Four Dollars and Seventy-One Cents

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(\$604.71) per month due and payable on the fifteenth (15th) day of each month commencing on May 15, 2023.

- e. Commencing on May 15, 2024 the rent payment shall increase three percent (3%) to Six Hundred Twenty-Two Dollars and Eighty-Five Cents (\$622.85) per month due and payable on the fifteenth (15th) day of each month commencing on May 15, 2024.
- f. Commencing on May 15, 2025 the rent payment shall increase three percent (3%) to Six Hundred Forty-One Dollars and Forty-Nine Cents (\$641.49) per month due and payable on the fifteenth (15th) day of each month commencing on May 15, 2025.
- g. Commencing on May 15, 2026 the rent payment shall increase three percent (3%) to Six Hundred Sixty Dollars and Seventy-Three Cents (\$660.73) per month due and payable on the fifteenth (15th) day of each month commencing on May 15, 2026.
- h. Lease Payments shall be payable to the City of Franklin Parks Department, Attention Parks Director, at P.O. Box 305 Franklin, Tennessee or at such other place as the City may from time to time designate in writing. Lease payments may be hand delivered to the Franklin Parks Department Administration Office at 705 Boyd Mill Avenue, Franklin, Tennessee, between the hours of 7:30am-4:30pm, Monday-Friday.

12. 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 or Jim Warren Park, which is caused by the negligence or misconduct of Lessee, its employees, agents, guests, licensees or invitees entering the Premises or Jim Warren 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. 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 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. Alterations. Lessee will not make any alterations, additions, substitutions, subtractions, or replacements to the Premises which would have an adverse effect on either the nature of the premises or the function or value of the Premises, unless such alterations, additions, substitutions, subtractions, replacements, or improvements may be readily removed or re-added without

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damage to the Premises. Any alterations, additions, or improvements to the Premises which may not be readily removed without damage to the Premises, and any substitutions or replacements, shall be considered to constitute a part of the Premises and shall be approved by the City in writing prior to commencement of any work on the Premises.

14. Liens and Encumbrances. Lessee shall keep the Premises free and clear of all liens and encumbrances except those created or permitted under this Agreement.
15. Accident Report Form. Lessee shall submit within twenty-four (24) hours all accident reports to the City of Franklin Parks Department.
16. 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. Before taking possession of the Premises, Lessee shall notify the City in writing of any previously existing damage. Lessee shall remain responsible for all damage apart from normal wear and tear occurring during the term of the lease.
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 in Exhibit B.
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 the 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) days' 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 request; (c) if by next day delivery service, then upon 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):

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In the Case of the City:

City of Franklin Parks Department
Attn: Parks Director
109 Third Avenue South
P.O. Box 305
Franklin, TN 37065-0305
FAX: 615-794-2103
E-mail: lisac@franklintn.gov

In the Case of Lessee:

Tennessee Recreation and Parks
Assoc.
Attn: Executive Director
P.O. Box 1326
Franklin, TN 37065
FAX: 615-790-1008
E-mail: info@trpa.net
E-mail: candi@trpa.net

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 any lease payment as described in Paragraph 11 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 debts as they mature, or make an assignment for the benefit of creditors; or Lessee shall apply for or consent to the appointment of 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 judgement, writ, warrant of attachment, or execution or similar process shall be issued or levied against a substantial part of the property of Lessee.

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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;
- 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, uncured 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 crafting is required, cause the equipment to be deinstalled, dissembled and created; 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

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

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27. Time of the Essence. The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Agreement.
28. Warranties/Limitation of Liability/Waiver. The City reserves all rights afforded to local governments under law for all general and implied warranties. The City does not waive any rights it may have to all remedies provided by law and therefore any attempt by Lessee to limit its liability shall be void and unenforceable.
29. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relations to the Agreement. No arbitration or mediation shall be binding.
30. Waiver. Neither party's failure or delay to exercise any of its rights or powers under the Agreement will constitute or be deemed a waive or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power; or (b) the waiver of any other right or power.

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

Lessor:
CITY OF FRANKLIN, TENNESSEE

Lessee:
TN RECREATION & PARKS ASSOC.

By: _____
Dr. Ken Moore
Mayor
Date: _____

By: Candi Rawlins
Candi Rawlins
Executive Director
Date: 4/22/2020

Attest: _____
Eric S. Stuckey
City Administrator
Date: _____

Approved as to form by:
Maricruz Fincher
Staff Attorney



Exhibit A

(Remaining space intentionally left blank)

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Exhibit B

Insurance requirements have been marked with an X.

REQ	Type of Coverage	Limits of Coverage	Certificate of Insurance*
X	Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement for both Premises/Operations and Products/Completed Operations
X	Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
X	Workers Compensation	Statutory Limits	Certificate Holder only
X	Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only
	Builders Risk	Total insurable property value of building and materials with Special Cause of Loss form	Certificate of Insurance shall include the City of Franklin as Loss Payee
	Employee Dishonesty	\$500,000 Per Occurrence	Certificate of Insurance
	Professional or Management Liability	\$5,000,000 Combined Single Limit	Certificate Holder only
	Cyber	\$5,000,000 Cyber Liability \$5,000,000 Network and Information Security Expenses	Certificate Holder only
	Umbrella or Excess Liability	\$1,000,000 Each Occurrence and \$1,000,000 Aggregate	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement for both Premises/Operations and Products/Completed Operations

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4/22/2020



File #: 20-0601

DATE: April 13, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Rocky Garzarek, Fire Chief
Glenn Johnson, Asst. Fire Chief

SUBJECT:

Consideration Of COF Contract No. 2020-0109 With EMS Technology Solutions For Operative IQ Software.

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the purchase of a one-year subscription for Operative IQ software for use by the Fire Department.

BACKGROUND/STAFF COMMENTS:

The Operative IQ software would be used to facilitate electronic check sheets for each apparatus on a recurring daily, weekly and monthly basis to ensure all equipment is ready for service and give immediate feedback on equipment issues that need to be addressed.

FINANCIAL IMPACT:

The value of the purchase is in the total amount of \$8,180.00 for a one-year subscription.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Alderman acknowledge execution of the attached contract with EMS Technology Solutions, LLC. of Austell, Georgia in the total amount of \$8,180.00 for a one-year subscription of Operative IQ software for the Fire Department (City Contract No. 2020-0109).

EMS Technology Solutions, LLC
 3771 Tramore Pointe Pkwy
 Austell, GA 30106
 USA: 877-317-2707
 Canada: 647-694-0150



www.operativeiq.com

Quotation

Quote ID 58496
 Date April 6, 2020
 Expiration May 21, 2020
 Client URL

Prepared By Alex Daniel
 Regional Sales Manager
alex@operativeiq.com

COF Contract No. 2020-0109

Quotation For

City of Franklin Fire Department - TN
 109 3rd Ave S
 Franklin, Tennessee 37064
 (615) 791-3270

Annual Service License					
Description	Part Number	Quantity	Price	Monthly	Total
Inventory and Asset Management License	IQ10018	17.00	\$30.00	\$510.00	\$6,120.00
Subtotal					\$6,120.00

Equipment					
Description	Part Number	Quantity	Price		Total
Zebra Narcotics Tracking Label Kit (2,102 labels) - Green	IQ10096	1.00	\$60.00		\$60.00
Zebra ZD420t Barcode Label Printer (USB)	IQ10410	1.00	\$500.00		\$500.00
Subtotal					\$560.00

Professional Services					
Description	Part Number	Quantity	Price		Total
Traditional Training (90 Day Consult) – Inventory & Asset Management	IQ10218	1.00	\$1,500.00		\$1,500.00
Subtotal					\$1,500.00

Thank you for choosing Operative IQ. We appreciate your business.

Total \$8,180.00

Comments or Special Instructions

Licensing Agreement

- Scope:** EMS Technology Solutions will provide City of Franklin Fire Department - TN, a private, public, or collective entity (the "Customer") access to Operative IQ management software as a service (the "Service"). The terms and conditions held within (the "Agreement") represent the terms and conditions under which EMS Technology Solutions will grant licenses to Customer for the Service. This Agreement shall begin on the signed Agreement date and maintain for the initial term of one (1) year (the "Term"). Upon expiration of the Term, Agreement will automatically renew for an additional one (1) year Term, unless terminated in accordance with Section 13, in which Customer may terminate the Agreement without penalty anytime during the Term contingent on a thirty (30) day written notice informing EMS Technology Solutions of intent. The initial Term together with any extensions thereof is referred to in the aggregate as the "Term". EMS Technology Solutions and the Customer shall sometimes be individually referred to as a "Party" and sometimes collectively referred to as the "Parties."

This Agreement along with the attached Quote sets forth the Services to be provided by EMS Technology Solutions and is hereby incorporated into and made an integral part of the Agreement between EMS Technology Solutions and Customer.

2. **Grant of Exclusive License:** Subject to the terms and conditions of this Agreement, EMS Technology Solutions hereby grants to Customer irrevocable use of the Service during the aforementioned Term. Customer acknowledges that the Operative IQ management software, including all aspects of the system and software, all supporting documentation, all versions, improvements, and developments however derived; all marks used therewith; and all intellectual property rights associated with any of the foregoing, are the property of EMS Technology Solutions and that EMS Technology Solutions holds all related patent, trademark, copyright, or trade secret interests therein. Customer further acknowledges that the Operative IQ management software, including the software and supporting documentation, is treated by EMS Technology Solutions as its secret and proprietary information of substantial value, and Customer shall treat such information so received in confidence and shall not use, copy, disclose, reverse engineer nor permit any Licensee Personnel or any other person or entity to use, copy, disclose, or reverse engineer the same for any purpose that is not specifically authorized under this Agreement.
3. **Product Service Fees:** Requested Payment Terms and quantity of licenses specific to each Service ("Service License") shall be as specified on the Quote. Customer holds option of Service License Requested Payment Term of annual, quarterly, monthly which is to be identified on Agreement. Requested Payment Term will be annual in the event of failure of Customer to identify. In the event of Agreement termination prior to the end of a Term, the Service License will be prorated to reflect the number of months remaining in the final Term.

Quantity of Licenses may be increased or decreased without penalty. Minimum license requirements may apply based on the Service selected. Changes to the Service and equipment may be made at any time by contacting EMS Technology Solutions. Any additional Service may be added at any subsequent date by agreement of both EMS Technology Solutions and Customer. Any changes to the Service and equipment provided will be governed by this Agreement unless a new agreement is requested in writing.

Custom RFID Solutions or IT Professional Services Terms are 50% down to commence production, 50% upon delivery. A non-cancellable purchase order will be required.

4. **Professional Services:** Professional Services shall be as specified on the Quote and payable upon receipt. Professional Services may include setup expenses, traditional remote training, onsite professional services, remote optimization services or custom systems integration and development. Traditional training includes dedicated time for Customer operations administrators with an EMS Technology Solutions Implementation Manager to complete interactive training online via GoToMeeting webinars. Onsite Professional Services include travel expenses within the continental United States. International, Hawaii and Alaska travel expenses are not included and will be invoiced upon completion of travel. Training packages will have a fixed duration. It is the client's responsibility for scheduling training sessions during this time period with an Implementation Manager. Unused training time will not be refunded.
5. **Technical Support:** EMS Technology Solutions will provide application support and hosting as well as database management services for the Service on our application servers. EMS Technology Solutions will provide on-going technical and non-technical support for application users as part of the Service License. Maintenance upgrades to the Service that are relevant to all customers will be provided at no additional charge.
6. **Data Security:** EMS Technology Solutions uses a Disaster Recovery as a Service (DRAAS) solution to replicate data to a secondary datacenter for use in the event of a disaster. Local data backups are performed daily. Alert Logic Threat Manager is and Data Center Security are in place to further protect the computing environment and Customer data. Ownership of the data remains under the jurisdiction of the Customer.
7. **Equipment:** Customer may purchase equipment including RFID Readers, Barcode Printers, Barcode Readers, Biometric Readers, and Consumables as needed to operate the Service. Prices for equipment shall be specified on the agreement. Equipment invoices shall be payable upon receipt.
8. **Warranties:** Equipment sold by EMS Technology Solutions carry only those warranties specified for them by their manufacturers. The duration of the warranty shall extend for the length of time set by the manufacturer. As to such equipment there are no other expressed or implied warranties, including any warranty of merchantability or fitness for a particular purpose. If there is a breach or violation of any such warranties EMS Technology Solutions shall hold option, to repair or replace the equipment. EMS Technology Solutions shall not be liable for punitive, special, proximate, incidental, consequential, or exemplary damages including loss of profits. Notwithstanding this warranty, Customer shall be responsible for all regular service and maintenance of equipment. In no event will EMS Technology Solutions be liable for any damages or nonconformity of equipment to the extent caused either directly or indirectly by Customer or its designated representatives, employees, contractors, or agents.
9. **Indemnity:** EMS Technology Solutions shall defend, indemnify and hold harmless Customer, and its elected officials, directors, officers and employees, from any claims, losses, damages, penalties, judgments and liabilities, including all reasonable related

costs and expenses, arising in connection with any action or claim that the Service infringes or misappropriates any patent, copyright, trade secret or other intellectual property right, including any third party intellectual property right.

10. **Force Majeure:** In the event that either Party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than payment of amounts due hereunder) due to any Act of God, fire, casualty, flood, war, strike, lockout, epidemic, destruction of facilities, riot, insurrection, or any other cause beyond the reasonable control of the Party invoking this Section, such party's performance shall be excused and the time for the performance shall be extended for the period of the delay or inability to perform due to such occurrences.
11. **Confidentiality:** Neither Party may disclose Confidential Information (as hereinafter defined) of the other Party to a third party without the prior written consent of the other, except as required by law, pursuant to a valid order or directive of a court or other governmental body, agency, department, or entity of the United States, any State, or any political subdivision of either the United States or any State, or in response to a subpoena (or similar instrument) issued in connection with an administrative or judicial proceeding, or as required by the Tennessee Open Records Act, or as necessary to perform its obligations or to enforce its rights or establish obligations under this Agreement. Neither Party will make any press release or other public announcement regarding this Agreement without the other Party's prior written consent except as required under applicable law or by any governmental agency. Subject to the provisions of this section, Customer shall maintain the confidentiality of all source materials and other sensitive information regarding software functionality. The recipient of Confidential Information shall give prompt notice to the other Party of an order, directive, or subpoena prior to disclosure so that an appropriate protective order or other action regarding such disclosure can be sought.

For purposes hereof, "Confidential Information" means all confidential and propriety information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally or in writing (and if disclosed orally, promptly confirmed in writing thereafter), that is designated and clearly identified as confidential, and for purposes hereof Confidential Information includes all Customer data. Confidential Information (except for Customer data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

The obligations of the Parties with respect to Confidential Information shall survive the expiration or termination of this Agreement.

12. **Miscellaneous:** Both Parties shall comply with all laws, rules, and regulations applicable to this Agreement. All purchases under this Agreement are for Customers "own use" as to not be shared with separate entities, such term is defined in judicial or legislative interpretation. This Agreement is the entire agreement between the parties with regard to the subject matter of this Agreement. No amendment of the terms of this Agreement will be binding on either Party unless reduced to writing and signed by an authorized employee of the Party to be bound.
13. **Termination:** Either Party may terminate this Agreement at any time with or without cause for any reason or for no reason by giving the other Party at least thirty (30) days prior written notice. In addition, EMS Technology Solutions may terminate this Agreement by written notice to the Customer if the license fee due hereunder is not timely paid and such non-payment is not cured within 90-days from the due date. Notwithstanding the foregoing, however, each Party reserves the right to terminate this Agreement if: (a) the other Party ceases to function as a going concern in the normal course of business; or (b) the other Party commits or suffers any act of bankruptcy or insolvency. If this Agreement for service is terminated for any reason, Customer will be provided access to a backup of the Customer's data. EMS Technology Solutions will retain a copy of Customer's data for up to one (1) year from date of termination.
14. **Relationship of Parties:** Each Party is an independent contractor of the other. Neither Party shall be the legal agent of the other for any purpose whatsoever and therefore has no right or authority to make or underwrite any promise, warranty, or representation, to execute any Agreement, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other Party, except to the extent specifically authorized in writing by the other Party.
15. **Assignment:** This Agreement and the rights and obligations hereunder shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no assignment, sale or other assignment of this Agreement can occur unless either (a) the transfer occurs by way of merger, reorganization, consolidation, amalgamation, or as part of a transfer of all or substantially all of the assigning Party's assets, or (b) the non-transferring Party consents to the transfer. In the event of such a transfer, the transferring Party agrees to secure consent from the transferee that it will assume and perform all obligations of the transferring Party under this Agreement. Customer or EMS Technology Solutions shall give the other written notice of any anticipated assignment of the Agreement as soon as administratively practicable after such information may first be made public.
16. **Notices:** All notices or other communications that are required or permitted hereunder shall be in writing and delivered personally, sent by facsimile (and such facsimile must be promptly confirmed by personal delivery, registered or certified mail or overnight courier as provided herein), sent by nationally-recognized overnight courier or sent by registered or certified United States mail, postage prepaid, return receipt requested, to the addresses first specified hereinabove, or to such other address as the Party to

EMS Technology Solutions, LLC
3771 Tramore Pointe Pkwy
Austell, GA 30106
USA: 877-317-2707
Canada: 647-694-0150

whom notice is to be given may have furnished to the other Party in writing in accordance herewith, to the attention of the Chief Executive Officer. For purposes hereof, notice or other communications shall be deemed to have been given, delivered, or provided (i) if delivered personally, at the time of delivery, (ii) if sent by facsimile, at the time the confirmation of such facsimile (whether by personal delivery, registered or certified mail, or overnight courier) is given or provided, (iii) if sent by nationally-recognized overnight courier, at the time of delivery by the courier, or (iv) if sent by registered or certified mail, postage prepaid, return receipt requested, 72 hours after deposit in the United States mail.

17. Headings: The headings of this Agreement are for convenience only and shall not affect the meaning of the terms of this Agreement.
18. Governing Law and Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction. The parties agree that the enforcement of any provision of this Agreement shall be brought solely in the courts of Williamson County, Tennessee.
19. Severability: If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby such provision shall be fully severable and the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by applicable law, each Party hereby waives any provision of law that would render any provision prohibited or unenforceable in any respect.
20. Waiver: The failure of either Party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or insistence or excuse a similar subsequent failure to perform any such term or condition by the other Party. This Agreement and all of its provisions are solely for the benefit of the Parties hereto and do not and are not intended to create or grant any rights, contractual or otherwise, to any third person or entity.
21. Signed Agreements: Signed Agreements must be received within 45 days of the quotation date.

EMS Technology Solutions, LLC
 3771 Tramore Pointe Pkwy
 Austell, GA 30106
 USA: 877-317-2707
 Canada: 647-694-0150



Quotation Summary

Quote ID 58496
 Date April 6, 2020
 Expiration May 21, 2020
 Client URL
 Amount \$8,180.00

Prepared By Alex Daniel
 Regional Sales Manager
 alex@operativeiq.com

Contact Information

Billing Information

City of Franklin Fire Department - TN
 109 3rd Ave S
 Franklin, Tennessee 37064
 (615) 791-3270

Shipping Information

City of Franklin Fire Department - TN
 Station 1
 500 New Highway 96 West
 Franklin, Tennessee 37064

Requested Payment Terms ☒ Annual, Net 45 ☐ Quarterly, Net 30 ☐ Monthly, Net 15

Accounting Email

Acceptance of Quotation

IN WITNESS WHEREOF, the person signing below represents and warrants that she or he has the authority to bind City of Franklin Fire Department - TN and execute the terms of this agreement.

City of Franklin, TN

DocuSigned by:

Signature:

Eric Stuckey

CD3688F4049D49E...

Name: Eric S. Stuckey

Title: City Administrator

Date: 4/28/2020

Operative IQ

Signature:

Name:

Title:

Date:

Approved as to form:

DocuSigned by:

Staff Attorney

Staff Attorney for City of Franklin, TN

Agreements can be Signed Electronically
 or Faxed to (404) 424-9401
 Attn: Alex Daniel

Standard Equipment Catalog

Standard Equipment can be ordered at any time by sending a purchase order to your account manager. For custom RFID Solutions, tracking tags or equipment please contact your account manager. Prices are subject to change. All equipment offered is testing for use with the Operative IQ system.

For faster ordering use the Operative IQ Integrated Supplier from your Purchasing module.

RFID Equipment		
Description	Part Number	Price
Alien H460 Handheld RFID Reader (Includes:Power Supply, Cradle, Certified for use in USA and CANADA)	IQ10443	\$1,700.00
RFID Drug Safe Refrigerator - Complete (2.5 Cu Ft., Thermoelectric Cooled, UHF Badge Access with integrated Secure Lock, External Status Light, Wifi/Ethernet)	IQ10300	\$6,900.00
RFID Reader Power Mapper for Testing RFID Antenna Placement / Signal Strength	IQ10439	\$300.00
Zebra ZD500R RFID Printer (Ethernet)	IQ10269	\$1,550.00

Barcode Labels and Seals		
Description	Part Number	Price
Barcode Labels 3" X 1" White (No Ribbon)	IQ10146	\$25.00
Barcoded One Piece Padlock Security Seal - (1000) Red	IQ10395	\$85.00
Barcoded Security Seal 10" 30lb MPT - (1000) Black	IQ10238	\$150.00
Barcoded Security Seal 10" 30lb MPT - (1000) Bright Red	IQ10247	\$150.00
Barcoded Security Seal 10" 30lb MPT - (1000) Light Blue	IQ10246	\$150.00
Barcoded Security Seal 10" 30lb MPT - (1000) Mint Green	IQ10248	\$150.00
Barcoded Security Seal 10" 30lb MPT - (1000) Orange	IQ10249	\$150.00
Barcoded Security Seal 10" 30lb MPT - (1000) Spicy Yellow	IQ10250	\$150.00
Barcoded Security Seal 10" 30lb MPT - (1000) White	IQ10251	\$150.00
Barcoded Security Seal 9" 15lb OPS - (1000) Black	IQ10244	\$110.00
Barcoded Security Seal 9" 15lb OPS - (1000) Bright Red	IQ10375	\$110.00
Barcoded Security Seal 9" 15lb OPS - (1000) Light Blue	IQ10240	\$110.00
Barcoded Security Seal 9" 15lb OPS - (1000) Mint Green	IQ10239	\$110.00
Barcoded Security Seal 9" 15lb OPS - (1000) Orange	IQ10242	\$110.00
Barcoded Security Seal 9" 15lb OPS - (1000) Spicy Yellow	IQ10243	\$110.00
Barcoded Security Seal 9" 15lb OPS - (1000) White	IQ10245	\$110.00

Cognitive Barcode 3x1 Label Kit (1,775 labels)	IQ10055	\$35.00
Cognitive Printer Ribbon - Substitute for Zebra Ribbon	IQ10409	\$0.00
Operative IQ Asset Tags - XPF029 1.75" X .625" (90 Barcoded Foil Tags)	IQ10273	\$36.00
Sales Tax	IQ10454	\$0.00
Sato Barcode 3x1 Label Kit (2,025 Labels)	IQ10015	\$35.00
Sato Printer Ribbon - Substitute for Zebra Ribbon	IQ10408	\$0.00
Shipping - Estimate 2 Day Air	IQ10252	\$50.00
Shipping - Estimate for International, Alaska & Hawaii	IQ10262	\$0.00
Shipping - Estimate Next Day Air	IQ10275	\$120.00
Shipping - Orders Under \$100	IQ10151	\$15.00
Zebra Barcode Label Kit 3" X 1" with Wax/Resin Ribbon (2,100 labels) - White	IQ10064	\$35.00
Zebra Narcotics Tracking Label Kit (2,102 labels) - Green	IQ10096	\$60.00
Zebra Narcotics Tracking Label Kit (2,102 labels) - Hot Pink	IQ10145	\$60.00
Zebra Narcotics Tracking Label Kit (2,102 labels) - Light Blue	IQ10144	\$60.00
Zebra Narcotics Tracking Label Kit (2,102 labels) - Orange	IQ10481	\$60.00
Zebra Narcotics Tracking Label Kit (2,102 labels) - Warm Gray	IQ10176	\$60.00
Zebra Narcotics Tracking Label Kit (2,102 labels) - Yellow	IQ10143	\$60.00
Zebra Wax/Resin Printer Ribbon 4.25" (No Labels)	IQ10147	\$10.00

Barcode Printers and Readers		
Description	Part Number	Price
Bluetooth Starter Kit - Barcode Printer, Label Kit, (2) Bluetooth Scanners (Save \$100)	IQ10135	\$1,405.00
Datalogic Barcode Reader - Bluetooth (AC Adapter Sold Separately)	IQ10012	\$485.00
Datalogic Barcode Reader with External Power Cord for use with Tablets (Includes IQ10012 and IQ10089)	IQ10088	\$520.00
Datalogic Inverter and Power Cord	IQ10089	\$35.00
Datalogic QuickScan QD2131 1D Barcode Reader - USB (Includes Stand)	IQ10011	\$175.00
Datalogic QuickScan QW2420 1D/2D Barcode Reader - USB (Includes Stand) - Special Order	IQ10444	\$150.00
Datalogic Removable Battery Pack (RBP-4000)	IQ10090	\$25.00
Narcotics Starter Kit - Barcode Printer, Narc Label Kit, Bluetooth Scanner, (6) Finger Print Readers (Save \$100)	IQ10137	\$1,515.00

Secugen Hamster IV Biometric Reader	IQ10097	\$95.00
Secugen Pro 20 Biometric Fingerprint Reader	IQ10309	\$95.00
USB Starter Kit - Barcode Printer, Label Kit, (2) USB 1D Barcode Reader (Save \$50)	IQ10136	\$835.00
Zebra ZD420t Barcode Label Printer (USB)	IQ10410	\$500.00

RFID Tags and Seals		
Description	Part Number	Price
Fiberglass RFID Asset Tag Encoded with Barcode Label - 2.05" x 0.52" x .2" (2' Range) (Minimum Order Quantity 500) - Special Order	IQ10399	\$6.50
Fiberglass RFID Asset Tag Encoded with Barcode Label - 3.6" x 0.8" x .2" (7' Range) (Minimum Order Quantity 500) - Special Order	IQ10397	\$7.50
Fiberglass RFID Asset Tag Encoded with Barcode Label - 3.8" x 1.0" x .2" (9' Range)	IQ10398	\$7.50
HID InLine Ultra RFID Asset Tags (10 Tags)	IQ10138	\$50.00
RFID BLE Beacon Asset Tag (Grey with Blue Power Button)	IQ10231	\$26.00
RFID Cabinet Seals - (100 Seals) - Red	IQ10172	\$60.00
RFID Cabinet Seals - (100 Seals) - Yellow	IQ10174	\$60.00
RFID Folding Inventory & Narcotics 1" Tracking Label (1000 Labels) - Green	IQ10261	\$255.00
RFID Folding Inventory & Narcotics 1" Tracking Label (1000 Labels) - Light Blue	IQ10478	\$255.00
RFID Operative IQ Drug Box Windshield Tag with Adhesive on Face of Tag - 4.2" x 1.2"	IQ10271	\$5.00

Geotab Fleet Telematics		
Description	Part Number	Price
Geotab 6-pin Heavy-Duty T-Harness for for installations where the Deutsch connector needs to remain available for other applications. (HRN-DS06T2)	IQ10437	\$25.00
Geotab 6-pin Straight Harness for North American heavy duty Deutsch connector installations (HRN-DS06S4)	IQ10436	\$20.00
Geotab 9-pin Straight Harness for North American heavy duty Deutsch connector installations (HRN-DS09S4)	IQ10386	\$15.00
Geotab 9-pin Universal Heavy-Duty T-Harness Kit — Multi-connector kit 9-pin T-harness and 4 different mounting adapters for use in most Heavy-Duty international vehicles. (HRN-GS09K2)	IQ10353	\$25.00
Geotab Bluetooth® low energy IOX Add-On, for GO6 and later devices (IOX-BT)	IQ10356	\$49.74
Geotab Driver ID Relay kit for GO Devices. Requires professional installation by a licensed automotive electrician/mechanic. (SPR-RELAYKIT)	IQ10358	\$25.51

Geotab External buzzer/beeper for the GO platform (IOX-BUZZ)	IQ10355	\$49.74
Geotab GO RUGGED Vehicle Telematics on the AT&T Network OBDII Plug-&-Play Device (GR7)	IQ10352	\$126.00
Geotab GO9 Vehicle Telematics on the AT&T Network OBDII Plug-&-Play Device (GO9) (Includes \$7.50 Import Tariff)	IQ10277	\$70.00
Geotab GO9 Vehicle Telematics on the Telus, Canada LTE/3G Network OBDII Plug-&-Play Device (GO9)	IQ10453	\$62.50
Geotab GO9 Vehicle Telematics on the Verizon Network OBDII Plug-&-Play Device (GO9) (Includes \$7.50 Import Tariff)	IQ10425	\$70.00
Geotab IOX Add-On for Go Device CAN Integrations (IOX-CAN)	IQ10451	\$53.00
Geotab IOX Add-On for GO6/GO7 for auxiliary support (IOX-AUXM)	IQ10333	\$36.99
Geotab IOX Add-On for GO6/GO7 to support an alert message to MyGeotab (IOX-ALERT)	IQ10354	\$31.89
Geotab IOX Add-On for Iridium satellite support (includes Iridium modem and antenna) (IOX-SATIRDV2)	IQ10369	\$508.00
Geotab IOX HID Add-On for Go Device Interface with HID Card Reader (IOX-HID)	IQ10473	\$128.00
Geotab Mounting bracket and holder for IOX-NFCREADER (SPR-NFCBRACKET)	IQ10357	\$3.19
Geotab Mounting bracket and material for GO6/GO7. Includes 2 zip ties, 2 screws, and double-sided tape for the bracket for installation. (SPR-INSTALLBAG)	IQ10394	\$6.00
Geotab NFC Blue Driver ID Fob Tag Used with NFC Driver ID Tag Reader (GEO-NFCBBLUE)	IQ10296	\$3.83
Geotab NFC Blue Driver ID Fob Tag Used with NFC Driver ID Tag Reader - 20 Tags (GEO-NFCBBLUE20)	IQ10351	\$51.00
Geotab NFC Driver ID Sticker Tag Used with NFC Driver ID Tag Reader (GEO-NFCSTKBLU)	IQ10295	\$3.83
Geotab NFC Driver ID Sticker Tag Used with NFC Driver ID Tag Reader - 20 Tags (GEO-NFCSTKBLU20)	IQ10350	\$51.00
Geotab NFC Tag Reader - For Driver Identification (IOX-NFCREADER)	IQ10294	\$57.00
GeoTab OBDII extension cable pack for GO6 and GO7. Replaces HRN-INSTALLPACKV2 (HRN-BS16S4)	IQ10387	\$9.00
Geotab OBDII Extension Harness for GO6/GO7 - 1.5 meters in length (HRN-BS16S5)	IQ10385	\$10.00
Geotab Shipping	IQ10359	\$35.00
Geotab Text-to-Speech Speaker for Driver Feedback for the GO6/7 platform (IOX-GOTALK)	IQ10293	\$95.00
Geotab Wiring Harness Universal Kit (HRN-GS16K2)	IQ10311	\$25.00

Koamtac Barcode Readers and Cases

Description	Part Number	Price
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KoamTac KDC Lanyard (922000)	IQ10435	\$15.00
KoamTac KDC20 Protective Rubber Boot (934900)	IQ10229	\$10.00
KoamTac KDC20i Barcode Reader	IQ10181	\$249.00
KoamTac KDC30 Protective Rubber Boot (934910)	IQ10230	\$10.00
KoamTac KDC30i Barcode Reader	IQ10204	\$399.00
KoamTac KDC400 Case - iPad 5 (iPad 5th Gen) Otterbox Defender	IQ10292	\$89.95
KoamTac KDC400 Case - iPad Air	IQ10163	\$100.00
KoamTac KDC400 Case - iPad Air 2 Otterbox	IQ10200	\$90.00
KoamTac KDC400 Case - iPad Mini	IQ10162	\$75.00
KoamTac KDC400 Case - iPad Mini 2 (361910)	IQ10159	\$75.00
KoamTac KDC400 Case - iPad Mini 4 Otterbox	IQ10184	\$69.00
KoamTac KDC400 Case - iPad Pro 10.5 and iPad Air 3 (364510)	IQ10479	\$89.95
KoamTac KDC400 Case - iPad Pro 9.7 (364500)	IQ10254	\$89.95
KoamTac KDC400 Case - iPhone 4 (4S) (360000)	IQ10225	\$50.00
KoamTac KDC400 Case - iPhone 5 (5S)	IQ10191	\$50.00
KoamTac KDC400 Case - iPhone 6 Otterbox Defender (362400)	IQ10158	\$59.90
KoamTac KDC400 Case - iPhone 6 Plus Otterbox Defender (362500)	IQ10161	\$69.90
KoamTac KDC400 Case - iPhone 7 and iPhone 8 Otterbox Defender	IQ10288	\$49.95
KoamTac KDC400 Case - iPhone 7 Plus and iPhone 8 Plus Otterbox Defender	IQ10289	\$59.95
KoamTac KDC400 Case - iPod Touch 5G/6G	IQ10210	\$50.00
KoamTac KDC400 Case - Samsung Galaxy Note 5 Otterbox Defender (363500)	IQ10164	\$59.90
KoamTac KDC400 Case - Samsung Galaxy S4 (362000)	IQ10192	\$50.00
KoamTac KDC400 Case - Samsung Galaxy S5 (362300)	IQ10160	\$50.00
KoamTac KDC400 Case - Samsung Galaxy S6 (363400)	IQ10165	\$49.95
KoamTac KDC400 Case - Samsung Galaxy S7 OtterBox Defender (364000)	IQ10228	\$49.95
KoamTac KDC400 Case - Samsung Galaxy SII (361000)	IQ10177	\$50.00
KoamTac KDC400 Case - Samsung Galaxy Tab A 8.0 Otterbox (364212)	IQ10232	\$70.00
KoamTac KDC470 Android Universal Adaptor for Simultaneous Device and Scanner Charging (380630)	IQ10416	\$79.00
KoamTac KDC470Ci 2D Imager Barcode Smartsled - Case Not Included (356860)	IQ10413	\$449.00
KoamTac KDC470Li 1D Laser Barcode Smartsled - Case Not Included (356820)	IQ10412	\$329.00



File #: 20-0546

DATE: April 28, 2020

TO: Board of Mayor and Alderman

FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Communications Manager
Monique McCullough, Public Outreach Specialist
Holland Schellhase, Management Fellow

SUBJECT:

Consideration Of Ordinance 2020-06, An Ordinance To Amend Title 16, Chapter 6 Of The City Of Franklin Municipal Code To Video, Film, And Photography Production Permit And To Amend Appendix A, Chapter 16 Of The City Of Franklin Municipal Code.
WS 4/28/20

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning changes to the Franklin Municipal Code to include the Video, Film, and Photography Production Permit and amend Appendix A, Chapter 16 of the Franklin Municipal Code to include Video, Film and Photography Production Permit Fees.

BACKGROUND/STAFF COMMENTS:

The City of Franklin is a popular destination for professional artists, film makers, videographers, and photographers to create visual media. Frequently, these professionals need to block public streets and sidewalks to produce their media, which takes away resources from the City of Franklin including, but not limited to, streets maintenance, police officers, and firefighters. Staff is recommending changes to the Franklin Municipal Code to include Video, Film, and Photography Production Permits, so the City of Franklin is properly notified when film makers, videographers, and photographers are blocking public streets, public sidewalks, and/or using large-scale equipment blocking pedestrian and/or vehicular traffic. Staff is also recommending permit fees for time taken away from staffs' roles to assist in the safety of the production.

FINANCIAL IMPACT:

There is no financial impact to the City of Franklin, However, if this ordinance is passed, the City of Franklin will acquire revenue from permit fees, which will be listed in Appendix A, Chapter 16 under Video, Film, and Photography Production Permit Fees.

RECOMMENDATION:

Staff recommends approval of Ordinance 2020-06.

VIDEO, FILM, PHOTOGRAPHY PRODUCTION PERMITS

*Sponsored by: Holland
Schellhase, Monique
McCullough, Milissa
Reierson*

The City of Franklin is a popular destination for media production

- Staff time is diverted to ensure the safety of the production, persons, vehicles, and infrastructure.
- Downtown Franklin businesses have reduced foot traffic while productions occur on Main Street.



Cities with Video, Film Photography Permits

- City of Franklin Special Events Permits
- Decatur (GA): framework for administrative paperwork
- Atlanta & Dahlonega (GA): extensive fee structure



[This Photo](#) by Unknown Author is licensed under [CC BY-SA](#)

Amend Title 16, Chapter 6 Commercial Motion Picture and Television Production Permits

- More coordination between the City of Franklin and video, film, and photography producers
- Ensure safety of motorists, pedestrians, and producers
- Only apply to producers blocking public streets and/or public sidewalks and/or use large-scale equipment
- Minimizes business disruption

Amend Appendix A, Chapter 16 of the Franklin Municipal Code

- Non-refundable application fee: \$100
- Rush fee (4 days or less notice): \$300
- Parking space reservation: \$50 per space per day
- Police personnel: Rate determined by department
- Fire Personnel: Overtime for personnel
- Other Personnel: Overtime for personnel
- Approved changes for approved permit: \$100 per change
- Unapproved changed for approved permit: \$200 per unapproved change



Small-Scale Photography Annual Registration

Small-scale photography is defined as photographers using a few pieces of equipment that are not disruptive to day-to-day activities on public property; having no more than a total of 15 people as part of crew and subjects being photographed; and not needing to block public streets or sidewalks for their projects. The City requires all small-scale photographers to fill out an annual registration for their activities on public property.

If you or your company will need to block a public street and/or sidewalk, close public property, and/or use special equipment for your project, you are required to complete a "Video, Film, and Photography Permit Application." Applications must be completed 10 business days before the project date; however, rushed applications with an additional fee will be considered.

Please supply the following information.

Company Information

Name: _____
Photographer(s): _____
Address: _____
City: _____ State: _____ Zip: _____
Company e-mail address: _____ Company Phone: _____
Website: _____
Social Media Handles: _____

Lead Photographer

Name & Title: _____
Address: _____
Email Address: _____ Cell: _____

Please provide a list of provided services below:

What is the average number of people you/your company photographs in one session? ____

Please attach a certificate of insurance to your application. The City of Franklin should be listed as Additional Insured. Coverage should be in an amount acceptable to the City Administrator and Risk Manager (minimum of \$500,000).

Please read the following statements, initial after each statement, and sign below:

1. I agree to abide by all ordinances of the City of Franklin and all conditions placed on the event by the City Administrator. _____
2. I do swear and affirm that all the information given in this application is true. _____
3. I understand that if closure of a public road, closure of a public sidewalk, closure of public property, and/or use of special equipment is needed for a project, I am required to submit a ***"Video, Film, and Photography Permit Application"*** at least 10 business days prior to the event. _____
4. I understand that failure to comply with the terms of the City's small-scale photography registration as described may result in revocation of the registration and the inability to obtain future permits. _____
5. I do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees, and agents from all suits, actions, damages, or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of, or as a consequence of the activities permitted in connection with this registration. _____
6. Prior to the project, a certificate of insurance must be provided in an amount acceptable to the City's Risk Manager and the City Administrator. The City of Franklin must be listed as certificate holder and additional insured. _____
7. The City of Franklin logo may not be included in the photography without written permission from the Communications Director. _____
8. I understand that this registration is viable for 12 months. After expiration, I will complete a new registration so long as my small-scale photography services are continuing to be provided within the City. _____

Signature of Authorized Agent: _____

Name and Title of Authorized Agent: _____

Date: _____

FOR OFFICE USE ONLY

Received on _____, 20____. Approved on _____, 20____.

Certificate of insurance attached? Circle YES or NO

Approved by Eric S. Stuckey, City Administrator

ORDINANCE 2020-06

CONSIDERATION TO AMEND TITLE 16, CHAPTER 6 OF THE CITY OF FRANKLIN MUNICIPAL CODE TO VIDEO, FILM, AND PHOTOGRAPHY PRODUCTION PERMIT AND TO AMEND APPENDIX A, CHAPTER 16 OF THE CITY OF FRANKLIN MUNICIPAL CODE.

WHEREAS, the City of Franklin is a popular destination to video, film, and photograph; and

WHEREAS, professional visual content is being produced at a faster rate to be used for social media and streaming platforms; and

WHEREAS, producers and photographers may need to block or restrict pedestrian and/or vehicular access and/or use large-equipment to produce their visual product; and

WHEREAS, the City of Franklin needs timely notice when sidewalks and/or streets must be restricted or blocked for video, film, and/or photography and/or if large equipment is used by the applicant to ensure the safety of pedestrians, motorists, producers, photographers, and others involved at the location of the set.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF FRANKLIN, TENNESSEE, AS FOLLOWS:

SECTION I. that Title 16, Chapter 6 of the Franklin Municipal Code hereby amended to change the title as follows:

CHAPTER 6. – VIDEO, FILM, PHOTOGRAPHY PRODUCTION PERMITS

SECTION II. that Title 16, Chapter 6, Section 16-601 of the Franklin Municipal Code hereby deleted in its entirety and amended as follows:

Sec. 16-601. – Purpose and intent.

This chapter is intended to provide for the issuance of permits to film and video producers and photographers for the temporary use of public streets and places and/or use of large-scale equipment, when such use does not conflict with public safety, health, or public welfare.

SECTION III. that Title 16, Chapter 6, Section 16-602 of the Franklin Municipal Code hereby deleted in its entirety and amended as follows:

Sec. 16-602. – Definitions.

Video, film, photography productions shall mean set-up, staging, filming, videotaping, photographing, or any other activity related to the production of motion pictures, film shorts, music or entertainment videos, television presentations, advertising, professional photography, or other commercial materials.

Large-scale equipment shall mean any equipment that blocks pedestrian and/or motor vehicle access or that conflicts with public safety, health, or public welfare.

SECTION IV. that Title 16, Chapter 6, Section 16-603 of the Franklin Municipal Code hereby amended delete the section in its entirety and replace with the language as follows:

(1) No person shall use any public street, road, alley, right-of-way, public facility or public place owned by the City of Franklin for video, film, or photography production without having first obtained a permit from the city administrator.

(2) This chapter shall not apply to filming, videotaping, or photography done for news gathering, for use in criminal investigations by law enforcement agencies or for use in judicial proceedings.

(3) A permit application fee shall be required as explained in Appendix A, Chapter 16 under Video, Film Photography Permit Fees.

SECTION V. that Title 16, Chapter 6, Section 16-604(1)(a) of the Franklin Municipal Code hereby deleted in its entirety and the following shall be replaced:

Sec. 16-604. - Application.

(1) Application for a permit under this chapter shall be made to the city administrator and shall contain the following information:

(a) The address or location to be used for the motion picture or television production and identification of streets or portions thereof to be closed or temporarily restricted.

SECTION VI. that Title 16, Chapter 6, Section 16-605 of the Franklin Municipal Code hereby amended to add subsection (4) as follows:

Sec. 16-605. - Security for costs; insurance; indemnification.

(4) If the permittee makes changes to their permit after it is approved, the changes must be approved by the City of Franklin. If the permittee makes changes to their permit without notifying the City of Franklin for approval, the permittee will incur additional fees. Each fee is explained in Appendix A, Chapter 16 under Video, Film Photography Permit Fees.

SECTION VII. that nine new amendments are added to Appendix A Chapter 16 of the Code of Ordinances of the City of Franklin and it shall read as follows:

<i>Video, Film, Photography Permit Fees</i>	
Non-refundable application	\$100
Rush Fee (4 days or less notice)	\$300

Parking space reservation	\$50 per space per day
Police Personnel	Determined by the department
Fire Personnel	Overtime for Personnel
Other Personnel	Overtime for Personnel
Approved Changes for Approved Permit	\$100 per approved change
Unapproved Changes for Approved Permit	\$200 per unapproved change

SECTION VIII. BE IT FINALLY ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF THE CITY OF FRANKLIN, TENNESSEE, that this Ordinance shall take effect immediately after its passage on second and final reading, the health, safety, and welfare of the citizens of Franklin Tennessee, requiring it.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator/Recorder

By: _____
Dr. Ken Moore
Mayor

Approved as to form by:

Shauna R. Billingsley
City Attorney

PASSED FIRST READING: _____

PASSED SECOND READING: _____



City of Franklin

Video, Film, Photography Permit Guidelines & Application

These guidelines are for individuals or companies interested in video/film production and/or photography on public property in the City of Franklin. This applies to individuals and companies promoting themselves, a product, or service, or the individual or company is producing a visual product for professional purposes. These guidelines are subject to change and may be enforced as stipulations of the permit. Filling out this application does not guarantee your request will be granted. This does not apply to news gathering, use in criminal investigations by law enforcement agencies, or use in judicial proceedings.

Exception for Small-Scale Photography

This permit also does not apply to small-scale photography, which is defined as photographers using few equipment items that are not intrusive of day-to-day activities, only photograph up to 15 people in one session, and do not need to block public streets or sidewalks. Small-scale photographers are required to fill out an annual registration for their activities on public property.

Permit Guidelines

1. Applications must be filed at least 10 business days prior to shooting.
2. If streets are to be blocked or street/pedestrian traffic is disrupted in any manner, a traffic and sidewalk plan must be incorporated into the map within your application. Street/sidewalk closure is subject to City Administrator approval.
3. Applicants must provide a thorough description, plan, and map of their production, and their application must be complete. The City of Franklin will not accept incomplete applications.
4. At the discretion of the City Administrator, applications can go through an expedited process with an additional rush fee. This applies to applicants who apply 4 days or less before the scheduled start date. We do not guarantee approval of rushed applications.
5. If permission is granted by the City of Franklin, a permit will be issued including time, date, and location of filming, and acceptable activities within the scope of the permit. If the application for a permit is denied, the City shall provide Applicant with an explanation for denial.
6. Amendment fees may be applied to permit holders who make changes approved by the City of Franklin after their application has been accepted. Changes that are not accepted and carried through will have a greater fine.
7. Applicants must abide by the noise ordinance. In general, no person shall cause, suffer, allow, or permit any sound from any source between the hours to 10:00 p.m. and 07:00 a.m. Please refer to the ordinance for further detail.

8. Any use of the City logo and recognizable City property must be described in the application and approved by the Communications Director. The City reserves the right to photograph and/or record the applicant's project for the City's purposes.
9. The permittee must reimburse the City for any costs incurred in the use of City equipment or assignment of municipal employees in connection with the activities that are the subject of the permit.
10. All applicants must disclose names of talent. If applicant chooses to not disclose this information, additional charges by City personnel, including Police, will be incurred by the applicant.
11. Applicants must provide a certificate of insurance to the Risk Manager of the City showing combined single limit coverage for bodily injury and property damage and basic worker's compensation insurance. The certificate of insurance shall name the City of Franklin as additional insured. The Risk Manager will assess the appropriate certificate of insurance dependent on the scope of the project. *Please see **Attachment A**.*
12. The City requires the applicant to have a copy of the permit on site at all times.
13. The Applicant must maintain emergency vehicle access.
14. After the project has ended, the permittee is responsible for restoring any area used to the same condition prior to its use by the permittee. Littering streets, alleys, or sidewalks is prohibited. Any person violating this section shall be liable to the City for the cost of removing any such foreign matter from the streets.
15. The City Administrator may impose reasonable general conditions, including, but not limited to, scheduling, upon the permittee as may be required by the nature of the activity such as direct approval and/or supervision of the police department and/or fire officials, or any other technical advisors necessary to protect persons or property.
16. The City Administrator may revoke a permit when there is cause to believe that the activity violates the terms of the permit, the application was based on false information, the permittee is not in compliance with the insurance provisions, and/or the activities or proposed activities of the permittee constitute a danger to persons or property, or public health, safety, or welfare.

Fees

The non-refundable application fee does not apply to students. Please provide proof of evidence that the applicant is a student (i.e. student ID).

Fee Type	Amount
Non-refundable application	\$100
Rush Fee (4 days or less notice)	\$300
Parking space reservation	\$50 per space per day
Police Personnel	Determined by the Department
Fire Personnel	Overtime for Personnel
Other Personnel	Overtime for Personnel
Approved Changes for Approved Permit	\$100 per approved change
Unapproved Changes for Approved Permit	\$200 per unapproved change
City of Franklin Parks	Please refer to the City of Franklin's Parks Department

Application

Project Type (only one request per application)

- | | | |
|--|--|--|
| ☐ Feature Film | ☐ Corporate | ☐ PSA |
| ☐ Short Film | ☐ Educational | ☐ Social Media |
| ☐ Music Video | ☐ Documentary | ☐ Other (please |
| ☐ Television Series | ☐ Commercial | specify): |
| ☐ Television Movie | ☐ Still Photography | _____ |
| | | _____ |

Please supply the following information. If additional space is needed, use a separate sheet of paper and attach to the application.

Company Information

Name: _____

Producer: _____

Director: _____

Address: _____

City: _____ State: _____ Zip: _____

E-mail address: _____

Cell: _____

On-Site Director/Lead Photographer

Name & Title: _____

Address: _____

E-Mail Address: _____

Cell: _____

Production Title: _____

Names of Talent: _____

Detailed description (outline) of the project. Describe the effects and set design. Please include any known or potential hazards to property or person. Use additional pages as necessary.

Will there be use of fire/explosives/gunfire, animals, and/or the depiction of car chase/crash scenes? Circle YES or NO. If yes, please explain: _____

Crew size: _____ **Cast size:** _____ **Total extras:** _____ **Total number of vehicles:** _____

LOCATIONS AND ACTIVITIES. If additional space is needed, please attach.

Location	Activities	Date	Start Time	End Time

Provide map of each location. Include streets, cross streets, and/or alleys to be used. Indicate all streets/sidewalks subject to closure or traffic/pedestrian control. Also indicate the location of generators, trucks, crew parking, catering location, and any other large equipment or vehicles.

Identify any equipment/vehicles/props that may be present. Indicate Number of Each.

Generator: _____ Light: _____ Crane: _____ Track: _____
 Camera Car: _____ Truck: _____ Bus: _____ Trailer: _____
 Rig: _____ Van: _____ Tow car: _____ Extras' car: _____
 Water truck: _____ Production Car: _____ Dolly: _____ Camper: _____
 Crew car: _____ Drone: _____

Will parking in the area need to be restricted or prohibited during filming/photography?

Circle YES or NO.

Will any sound amplification equipment be used? Circle YES or NO.

If "YES," please indicate times and types of sound amplification equipment used:

Will food and/or beverages be served? Circle YES or NO.

If yes, clean-up is required. If clean-up is not done properly, the organization may be fined.

Please read the following statements, initial after each statement, and sign below:

1. I agree to abide by all ordinances of the City of Franklin and all conditions placed on the event by the City Administrator. _____
2. I do swear and affirm that all the information given in this application is true. _____
3. I understand that failure to comply with the terms of the City's permit as described may result in revocation of the permit and the inability to obtain future permits. _____
4. I do hereby agree to assume the defense of and indemnify and save harmless the City, its aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of the activities permitted in connection therewith.

5. Prior to filming, a certificate of insurance must be provided in an amount acceptable to the City's Risk Manager and the City Administrator. The City of Franklin must be listed as certificate holder and additional insured. If using an automobile, automobile liability coverage is also required.

6. The City reserves the right to require one or more City of Franklin police officers be present at any and all events that occur within the city limits. Applicant will also be responsible for any other City staff and/or services that may be required with the approval of this permit. _____
7. The City of Franklin logo may not be included in the film without written permission from the City Administrator. _____

Signature of Authorized Agent: _____

Name and Title of Authorized Agent: _____

Date: _____

FOR OFFICE USE ONLY

Received on _____, 20 ____.

Approved on _____, 20 ____.

Approved by Eric S. Stuckey, City Administrator

Attachment A

Prior to approval of the film permit by the City, the vendor shall provide one or more Certificate(s) of Insurance that meet(s) or exceed(s) the following insurance requirements:

REQ	Type of Coverage	Limits of Coverage	Certificate of Insurance*
X	Commercial General Liability	\$1,000,000 Each Occurrence \$1,000,000 General Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 Products-Completed Operations Aggregate	Certificate of Insurance shall include the City of Franklin as Additional Insured <u>with attachment</u> of the Additional Insured endorsement for both Premises/Operations <u>and</u> Products/Completed Operations
X	Automobile Liability (Owned, Non-Owned, and Hired Vehicles)	\$1,000,000 Combined Single Limit Each Accident	Certificate Holder only
X	Workers Compensation	Statutory Limits	Certificate Holder only
X	Employers Liability	\$1,000,000 Bodily Injury Each Accident \$1,000,000 Policy Limit Bodily Injury by Disease \$1,000,000 Each Employee Bodily Injury by Disease	Certificate Holder only

Proposed Video, Film, Photography Production Permit

- Productions on public streets and/or public sidewalks and/or use large-scale equipment that is disruptive
- \$100 per permit application
- \$200 rush fee (4 days or less)
- Fees for parking and personnel
- Fees for approved and unapproved changes



HISTORIC
FRANKLIN
TENNESSEE

Video, Film, Photography Production Permits

Nashville, TN

- \$130 per permit
- 3 days notice
- Producers must individually contact departments for street closures and use of parks

Wilmington, NC

- No permit fee
- Production companies must have a performance/security bond of \$5,000 or \$5,000 cash deposit made to the City
- 3 days notice for all locations
- 5 days notice for downtown location

Productions in Franklin

2017 to 2019:

- 29 large scale productions
- 162 small scale productions
- *191 productions in total*

	Admin		Parks		TOTAL
	Small Scale	Large scale	Small Scale	Large scale	
<i>2017</i>	19	3	37	8	67
<i>2018</i>	13	2	44	2	61
<i>2019</i>	20	8	29	6	63