



Meeting Agenda

Work Session

Tuesday, May 23, 2023

5:00 PM

Board Room

CALL TO ORDER

CITIZEN COMMENTS

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

WORK SESSION DISCUSSION ITEMS

1. Consideration Of Special Event Permit For Franklin On The Fourth Sponsored By The Franklin Lions Club In Downtown Franklin On July 4, 2023

Sponsors: Milissa Reiersen, Monique McCullough

2. Consideration Of Special Event Permit For Franklin Classic Sponsored By Mercy Community Healthcare In Downtown Franklin On September 4, 2023

Sponsors: Milissa Reiersen, Monique McCullough

3. *Consideration Of Resolution 2023-31, A Resolution Approving The City Administrator As The City Representative Of The Largest Municipally Owned Utility To The Coordinating Committee For The Williamson County Growth Plan And Franklin Urban Growth Plan

Sponsors: Mayor Ken Moore

4. *Consideration Of Resolution 2023-45, A Resolution To Ratify Tennessee Private Acts, Chapter 16 Of The Tennessee General Assembly, Modifying The City Of Franklin Charter Relative To Allowing The Vice Mayor Or Alderman Serving As Mayor Pro Tempore, When Serving As Mayor To Vote

Sponsors: Eric Stuckey, Shauna Billingsley

5. Consideration Of Resolution 2023-01, A Resolution To Approve A PILOT (Payment In Lieu Of Taxes) Program For In-N-Out Burger

Sponsors: Eric Stuckey, Shauna Billingsley

6. Consideration Of Ordinance 2023-12, An Ordinance To Amend Title 8, Chapter 2, Section 219 Of The Franklin Municipal Code Relative To Background Checks For Beer Permit Applicants
Beer 5/9/23, 3-0

Sponsors: Bill Squires, Jessica Davey

7. Consideration Of Ordinance 2023-14, An Ordinance To Amend Title 25 - Parks, Chapter 4, Section 25-403, Section 25-405, And Appendix A Of The City Of Franklin Municipal Code, To Establish Exemptions

To The Parkland Impact Fees, Maximum Dwelling Units For Payment In Full, And Comprehensive Fees And Penalties Offsets, For Private And Public Parkland Amenities

Sponsors: Lisa Clayton, Heather Eusebio

8. Consideration Of COF Contract No. 2023-0033, With Axon Enterprise For Additional Axon Fleet 2 Equipment For New 2020 Police Patrol Units

Sponsors: Deb Faulkner

9. Consideration Of Procurement Award To BlueCross BlueShield Of Tennessee In The Total Estimated Amount Of \$622,292.40 For The Year Beginning July 1, 2023 For Stop-Loss Insurance For Group Health And Prescription Drug Programs For Employees And Retirees For A Term Of Award, For The Human Resources Department (Purchasing Office Procurement Solicitation No. 2023-017; Contract No. 2023-0126).

Sponsors: Kevin Townsel, Sara Sylvis

10. The Hill Housing Development - Review Of Proposed Housing Mix, Price Points, Estimated Development Costs, And Consideration Of A Funding Request
BOMA 3/23/21, 7-0; 5/24/22, 8-0

Sponsors: Eric Stuckey, Vernon Gerth, Tom Marsh

11. Presentation Of The 50% Schematic Design Plans For The New City Hall On The Historic Public Square

Sponsors: Vernon Gerth, Anna Ruth Kimbrough

12. Presentation Of City Of Franklin 2023 Employee Engagement Survey

Sponsors: Eric Stuckey, Jaime Ewald

OTHER BUSINESS

ADJOURN

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



File #: 21-04658

DATE: May 8, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Communications Manager
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Special Event Permit For Franklin On The Fourth Sponsored By The Franklin Lions Club In Downtown Franklin On July 4, 2023

PURPOSE:

The purpose of this memorandum is to outline recommendations for the Franklin on the Fourth event sponsored by the Franklin Lions Club in Downtown Franklin on July 4, 2023.

BACKGROUND/STAFF COMMENTS:

The Franklin Lions Club has requested a special event permit for the annual Franklin on the Fourth Celebration. The event, with an expected attendance of 3,000, is scheduled from 10 a.m. until 8:30 p.m. One change for this year's event is the addition of a "Patriotic Pet Parade."

Set-up for the event will begin at midnight on July 4th. Street closures are Main Street from 2nd Ave to 4th Ave; 3rd Ave N from the Square to Bridge Street; and 3rd Ave S from the Square to Church Street.

FINANCIAL IMPACT:

The City partners with the Lions Club on this event in providing for overtime costs for City staff, including Police.

RECOMMENDATION:

Staff recommends approval of this event with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. prior to event.
- Applicant will provide a \$1,000 damage deposit to City prior to event.

Building & Neighborhood Services:

- Special Event Electrical Permit will be required.

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured.
- Any accidents or injuries occurring during the event should be reported to City representatives immediately.

Streets Department:

- Department will set-up closure and provide barricades beginning at midnight on July 4th.
- Applicant or designee will stay present at event until all vendors are gone.
- Department will provide clean-up crew for after the event.

Police Department:

- The Department will provide on duty Police Officers to provide security during the festival.
- Applicant has requested amplification on stages in the permitted area. Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Revenue Management:

- Applicant will provide a complete list of vendors to the City prior to the event.

Sanitation and Environmental Services Department:

- Department will provide crews for cleanup during event.

Water Management Department:

- Taps will be placed on hydrants at: Third Ave S at City Hall and Third Ave N at the Square

Fire Department:

- Applicant must secure tent permits.
- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents, stages, and mobile food vendors
- After stage setup is complete, the stage manager / crew chief shall be prepared to meet with Franklin fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.

OFFICE USE ONLY

Permit No: _____



City of Franklin Special Event Permit Application

*Application is Due 90 **Days Prior** to Scheduled Event.
Please read application carefully and fully complete each section.
A non-refundable application fee of \$100 is due at time of filing.*

Note: Filing this application does not guarantee that you request will be granted.

Please list all that apply:

- Festival/Fair

1. **Name/purpose of event:** Franklin on the Fourth, 4th of July Festival
2. **Location Requested:** (if Temporary Street Closure, list major roads to be closed):
Festival on the square.

Street Closures

West Main Street at 4th Avenue North/South

East Main Street at 2nd Avenue North/South

3rd Avenue North at Church Street

3rd Avenue South at
3. **Date or dates of event:** 07/04/2023
4. **Start/End Times of Event:**
10:00 a.m. - 8:30 p.m.

What date/time will set-up begin? 7/4/2023 5:00 AM

What date/time will tear-down be complete? 7/4/2023 11:30 PM

**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*

5. **Time of Street Closure** (if applicable):
July 3rd, Midnight
6. **An estimated number expected to attend during the course of the event:**
Spectators/Attendees: 3,000 Event Staff/Volunteers: 50 Total: 3,500
7. **Name of applicant and Organization Requesting Permit:**
Scott Ducaj - Franklin Lions Club
a) Address: 1725 John Sharp Road
 Spring Hill, TN 37174
b) Phone: 6154797751 **c) Cell:** 615-479-7751 **d) Fax:** 931-486-0136
e) E-mail address: tnbugle@aol.com

8. **DETAILED description of the event** (include information regarding the appropriateness of the event for all ages. If available, include the names and descriptions of acts/performers) :
Franklin on the Fourth will have one stage on the square for performances. The focus this year is about kids. Games for kids, merchandise, pet resting/cooling area, and the Oscar Mayer Weiner Mobile.

9. **ENCLOSE A DETAILED PDF MAP** of the event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such an event will occur. **For large-scale events, a map or maps should be obtained from the City's GIS division.**
If also submitting a CAD file, please ensure that it is in DWG file format, and projected in TN State Plane NAD83
Please detail any restricted parking areas on the event map.

Event Map: [Franklin on the Fourth 2023 Map.pdf](#)

10. **Person in charge on day of event:** Scott Ducaj
Cell: 615-479-7751

E-mail address: tbugle@aol.com

11. **Name and Cell Number of at least two others available on day of event:**

Name: Mike Wyatt **Cell:** 615-260-4563
Name: Paul Deyo **Cell:** 615-898-5562

E-mail address: mkentwyatt@comcast.net
E-mail address: pablod953@tds.net

- 12.

Please attach a list (in PDF format) containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of the organization and/or committee.

Administrative Contact List: [FOT4 Administrative Contact List 2023.pdf](#)

13. **Where is your organization based?** Williamson County
14. **Is your organization authorized to do business in Tennessee?** Yes
15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes
IRS tax exemption letter: [Franklin Lions Club IRS 501c3.jpeg](#)
16. **Will you charge an admission fee?** No
Average admission fee:
17. **Will you charge a vendor participation fee?** Yes
Average vendor participation fee? 150.00
18. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**
19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes
20. **Is this event a fundraiser?** Yes
What organization will be the benefactor of event? Franklin Lions Club
What percentage of funds will they receive? 100 percent after expenses
21. **Will parking in the area of the event need to be restricted or prohibited?** Yes
22. **Will any sound amplification equipment be used during the event?** Yes

23.

Applicant must also include a copy of the insurance certificate indicating coverage and listing the City of Franklin as an additional insured

***For stages, tents, etc. constructed on site prior to the event, that date must be included on the Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from the site at end of the event. ***Rented inflatables/interactives that are set up and manned by the applicant must be included specifically in the applicant's Certificate of Insurance.

If you already have your insurance certificate, please upload it now in pdf format. Otherwise, your insurance certificate will need to be submitted before your event is approved.

Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.**

Franklin on the Fourth 2023 Vendors

Food Vendors

Wild Bill's Old Fashion Soda Pop Company

Chef Mr. Mike

Ace's Kettlecorn

Buffaloes Sausage on a Stick

Meadow's Melts

Kona Ice of Music City South

Begley

Sunshine Oasis

The Five Ladies

D's Cold Brew

Fruitfully Dipped

Craft Vendors

Team Whitt Designs

Ray 's Jewelry & Sunglasses

WCCAC

VFW

Lions Club

Old Sergeant Jerky Hut

Walnut Hill Woodworks

4 Paws Pastries

Eleven Graces

B+L Design Co.

Silver Chick Tin Arts

The Pharm TN

Helen's Pop Art

Cutco Cutlery

McDonald's

American Sign

Mathnasium

Smesser Avon

3 Monkeys Boutique

Meatsa

25. **Will food, beverages, or merchandise be sold or given away?** Yes

Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.

Clean Up Plan and Provider: [FOT4 Clean up Plan and Provider 2023.pdf](#)

26. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. ***NOTE:** Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*

27. **Will you require a temporary water tap?** Yes

If yes, please list exact locations:

On the square at 3rd Avenue South

On the square at 3rd Avenue North

28. **Will alcohol, beer, and/or wine be given away or sold?** No

If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.

29. **Will your event include tents or other temporary structures, propane use, or open flames?** Yes

Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require a special inspection from the Franklin Fire Department. All tents must meet the requirements of Chapter 31 of the International Fire Code. Tents 20-ft by 20-ft or larger must have an approved label or documentation showing the tent fabric meets all flammability requirements. Tents larger than 400-SF must be inspected and approved by the fire department before the event opens. All cooking operations must be inspected and approved by the fire department before the event opens. Cooking operations will be periodically inspected throughout the event. Tents should be taken down on the date the event has ended. **Please read the Additional Requirements section of this application for more information.**

30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*

Good Neighbor Letter: [FOT4 Good Neighbor Letter 2023.pdf](#)

Good Neighbor Letter Mailing List: [FOT4 Good Neighbor Mailing List 2023.pdf](#)



Rules and Regulations

Please Read All Attachments Before Signing Application.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all State and Federal Laws.
- 2) I/We agree to abide by all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 3) I/We do swear or affirm that all of the information given in this application is true and complete.
- 4) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.
- 5) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.
- 6) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.
- 7) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 8) I/We understand and acknowledge that all vendors, acts, performers, organizers, and patrons must not violate any laws pertaining to adult entertainment as defined by Tennessee State law.
- 9) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 10) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.
- 11) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 12) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY: [Signature] - INTERMEDIATE PAST PRES.
(Signature and title – must be officer of organization)

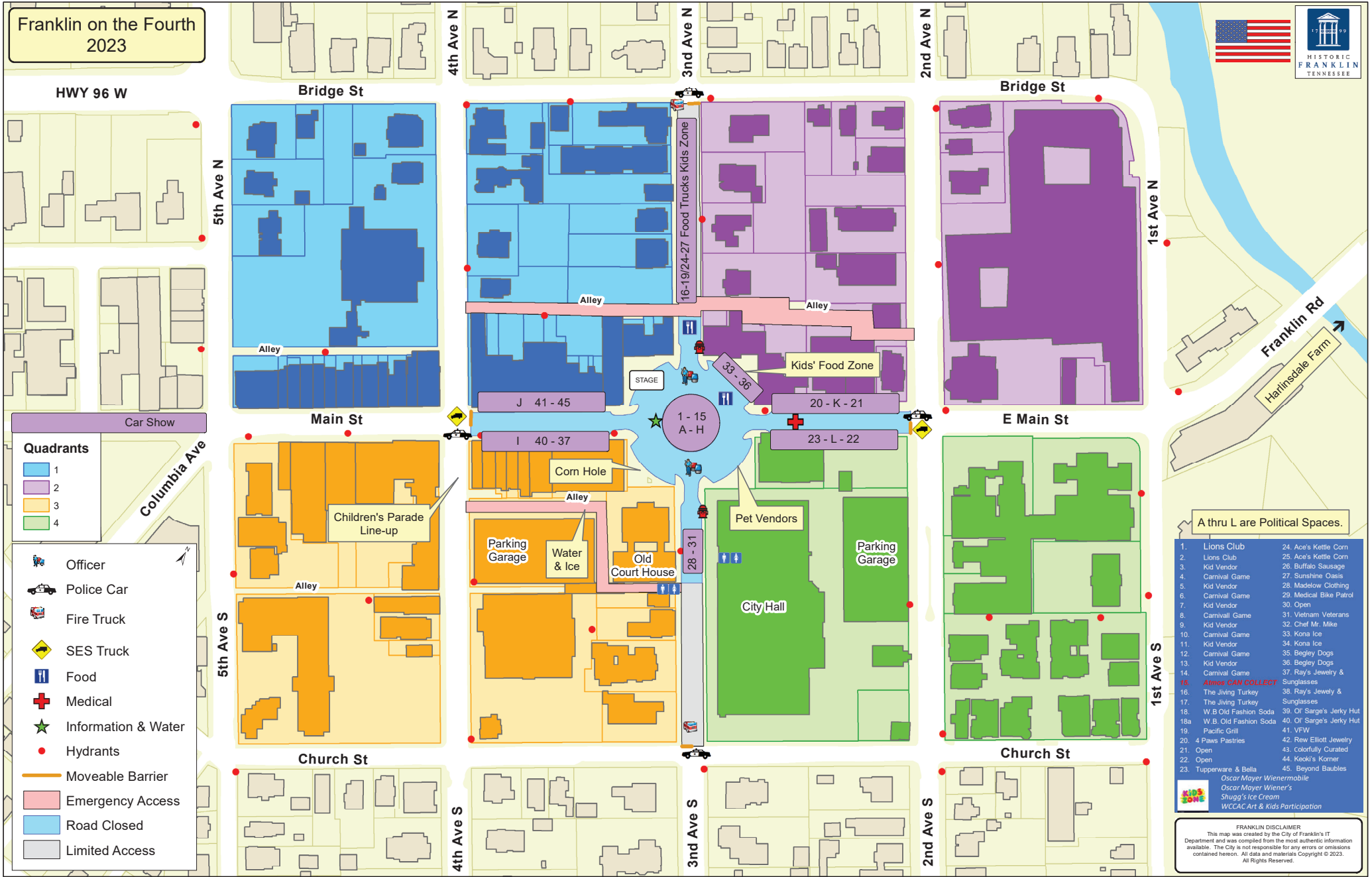
FRANKLIN LIONS CLUB
Date: 4/4/2022

Approved by the Board of Mayor and Aldermen on _____, 20____

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

08/2022

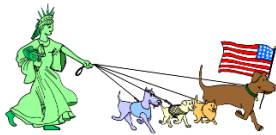




2023 Franklin on the Fourth



“Patriotic Pet Parade”



Sponsored by

A new event at “Franklin on the Fourth” this year will be the “Patriotic Pet Parade” for four legged friends and their owners.

Contestants (owners and their pets) are encouraged to show up in patriotic clothes and costumes to walk/parade the 6-block route through historic downtown Franklin, TN. Unmotorized floats (decorated wagons, strollers, & bicycles) are also allowed. Ribbons will be given to the top two in every category. The categories included Best Other Pet, Best Puppy, Most Beautiful Small Dog, Most Beautiful Cat, Best Costume, Best “Float”, Best Medium Dog and Best Large Dog.

The parade will march up East Main, where it will go through the square turning right, continuing up Main, go through a turnaround, and come back down through the square, and back to the place where we started. The entire parade consists of a leisurely stroll of about a mile that takes about 20 minutes.

The judges will select winners in each category prior to and during the parade. They will make their final selection of the category winners immediately after the parade at the stage on the square.

The parade will start at 10:30 a.m. on Tuesday, July 4th, 2023, at the corner of 2nd Avenue and East Main Street in historic downtown Franklin, TN. Parade participants should report no later than 10:00 a.m. on the day of the parade to the parking lot at the corner of 2nd Avenue and East Main Street.

There will be parking in the parking lot, until noon, and in the 2nd Avenue garage next door. All participants must register & sign the “rules and waiver” form. Early registration fee is \$15. Day of registration is \$20 and begins at 9:30 a.m. at the booth at the beginning of the parade. The fee is per family, not per pet. Contestants will be given a number at the beginning of the parade at the registration tent.

To register online, please go to www.FranklinLionsClub.com and click on the tab “Patriotic Pet Parade”.

RULES

- A “float” can be elaborate or as simple as a decorated bicycle, wagon, or kiddie car.
- Only non-motorized floats are eligible, and each float must include at least one pet.
- No political entries are permitted.
- All types of pets are welcome. Children without pets are encouraged to bring stuffed animals.
- Groups are encouraged to identify themselves with a banner or sign.
- All dogs must have current rabies vaccination.
- All participants must sign the rules & waiver form.
- Each dog must have a handler capable of controlling her/his pet.
- Leashes are required and may not exceed 6 feet in length.
- Female dogs in any state of heat may not participate.
- Dogs or people whose behavior is unruly or may prove harmful to participants, other dogs, or spectators, will be asked to leave.
- Participants must clean up after their pets.



All information is provided by ZIA Music Production, LLC. Zia Music Production, LLC is a division of TN Events, AFM local #257, and a member of the Franklin Lions Club.



Event: Franklin on the Fourth, 4th of July
Name: Festival



FORM 1

Signature: _____

Buildings, Structures, & Power Sources

If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

- Any site-built platforms (stages) and/or bleachers
- Any electrical work utilizing site-constructed equipment or wiring
- Any electrical equipment or work utilizing in excess of 120 volts

Building permits and/or inspections also may be required whenever deemed necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems.

All Permit applications are subject to permit fees.

If you have any questions about whether you need to apply for a permit from the Building & Neighborhood Services Department, please call 615-794-7012.

Event: Franklin on the Fourth, 4th
Name: of July Festival



FORM 1

Signature: _____

Sound Amplification

In accordance with Title 11 Chapter 4 of the Franklin Municipal Code (*Offenses Against the Peace and Quiet*), amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

Applicant/Organization: Scott Ducaj - Franklin Lions Club

Event Name: Franklin on the Fourth, 4th of July Festival

Event Date(s): 07/04/2023

1. **Time amplification equipment will be used:** From: 9:00 AM To: 9:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). *Provide map/layout if necessary.:*
On the square in the quadrant between 3rd Avenue North and West Main Street.

Sound Amplification Map: [Franklin on the Fourth 2023 Map.jpg](#)

3. **For what purpose will sound amplification be used?** *Please list all that apply.*
 - Announcements/Speeches
 - Band/Singers
 - Sound System
4. **Type of Amplifier:**
 - PA System
5.

Number of Amplifiers: 4 - (1 Bass 2 Guitar 1 Keyboard	Number of Speakers: 4 speakers 4 monitors	Number of Performers: 7 Bands 1 - 7 players Dancers & Cloggers 15
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6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

Name: Scott Ducaj	Cell: 615-479-7751	E-Mail: tnbugle@aol.com
Name: Mike Wyatt	Cell: 615-260-4563	E-Mail: mkentwyatt@comcast.net

Authorized Signature: Scott Ducaj

Date: 04/06/2023

The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.

Franklin on the Fourth - 2023 Administrative Contact List



Franklin Lions Club
P.O. Box 521
Franklin, TN 37065
Sheri Anderson – President **615-417-4746**

Franklin Lions Club
P.O. Box 521
Franklin, TN 37065
Brad Coleman – , **615-498-6182**

Zia Music Production/TN Events
P.O. Box 140835
Nashville, TN 37214
615-479-7751
TnBugle@aol.com
Director, Franklin on the Fourth



**Franklin on the Fourth
Clean up Plan & Provider**

Clean up will be done by The Franklin Lions Club and TN Events. Sanitation will also be provided by the City of Franklin

Internal Revenue Service
P.O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: May 4, 2015

FRANKLIN LIONS CHARITIES INC
% CLAUDE BATES
PO BOX 521
FRANKLIN TN 37065-0521

Person to Contact:

S LENARD
ID #0203196

Toll Free Telephone Number:

877-829-5500

Employer Identification Number:

31-1677299

Dear Sir or Madam:

This is in response to your April 7, 2015, request for information regarding your tax-exempt status.

Our records indicate you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in January 2000.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/charities for information regarding filing requirements. Specifically, note that section 6033(j) of the Code automatically revokes the tax-exemption of any organization that fails to satisfy its filing requirement for three consecutive years. The automatic revocation of exemption is effective as of the due date of the third required annual filing or notice. The IRS maintains a list of organizations whose tax-exempt status was automatically revoked at IRS.gov.

If you have any questions, please call the phone number in the heading of this letter.

Sincerely,



Tamera Ripperda
Director, Exempt Organizations

Open Issues: 9

FIRE-Special Event

General Issues

1. Submittal Error

curt.edelmann@franklintn.gov Not all the vendor locations are shown on the map.
 Missing
 16--19
 24--27
 32--36

2. Food truck location

curt.edelmann@franklintn.gov Due to the wooden overhang, food vendors with exhaust systems cannot be located close to 238 Public Square.

3. Food Trucks

curt.edelmann@franklintn.gov Food trucks must meet the following requirements:

1. Food trucks are spaced 10-feet apart
2. Food trucks with cooking operations require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
3. Food trucks with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
4. Food trucks using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
5. Food trucks using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals.
6. Only listed safety cans are used to dispense gasoline or other flammable liquids.
7. Fire department personnel will check propane tanks and connections for leaks prior to the event and during the event. Leaking tanks, hoses, and / or connections must be repaired immediately. Equipment that cannot be repaired must be placed out of service

4. Mobile Food Vendor / Food Truck Video

curt.edelmann@franklintn.gov The fire department has a short video describing fire department requirements for mobile food vendors and food truck vendors. Please include this link in your vendor information packet.

<https://www.youtube.com/watch?v=-Wqp0xp-X9k&list=PLDC8BB691331C242B&index=1>

5. Mobile Food Vendors

curt.edelmann@franklintn.gov Mobile food vendors must meet the following requirements:

1. Mobile food vendors with cooking operations require a minimum 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
2. Mobile food vendors with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
3. Mobile food vendors using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
4. Mobile food vendors using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals.
5. Fire department personnel will check propane tanks and connections for leaks prior to the event and during the event. Leaking tanks, hoses, and / or connections must be repaired immediately. Equipment that cannot be repaired must be placed out of service.
6. Mobile food trucks must be spaced a minimum of 10-feet apart.

6. Stages

curt.edelmann@franklintn.gov Stages and sound booths require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.

After stage setup is complete, the stage manager / crew chief shall be prepared to meet with Franklin fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.

7. Tents

curt.edelmann@franklintn.gov

Tents must meet the following requirements.

1. Tents are located no closer than 20-feet to a building or other tent (zoning requirement; exceptions apply)
2. Tents must be properly anchored. Tents 20-feet by 20-feet and larger must be anchored in accordance with manufacturer's instructions. Staking is preferred. If staking is not possible, concrete blocks are required. Water barrels are not permitted. As a general rule-of-thumb, tents must have 5-pound to 10-pounds of anchoring per SF of tent. One 36-inch stake, properly installed, provides 800-pounds anchoring.
3. Tents 20-feet by 20-feet and larger must have at least one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
4. Tents 20-feet by 20-feet and larger must have a label or certificate showing that the tent fabric meets flammability standards.
5. Tents with sides are treated as buildings and must meet all the fire and life safety code requirements for buildings including exit signs, emergency lights, and adequate means of egress.
6. Pop-up vendor tents (nominal 10-feet x 10-feet) must have a minimum of 40-pounds of ballast on each pole.
7. Pop-up tents using open flames, such as, candles, portable heaters, torches, must have one ABC fire extinguisher that is fully charged.

8. Vendor Tent Video

curt.edelmann@franklintn.gov

The fire department has a short video explaining fire department requirements for vendors using pop-up tents. Note: This video applies only to small pop-up style tents. This video does not cover larger tents.

Please include this link to the video in your vendor information packet.

<https://www.youtube.com/watch?v=3NwA3Uo3Jng&list=PLDC8BB691331C242B&index=2>

Sanitation and Environmental Services

General Issues

9. Solid Waste Service

bobby.sullivan@franklintn.gov

Sanitation and Environmental Services will be responsible for maintaining the garbage containers before, during and after the event, this is to include the decorative containers on the sidewalk and the containers in the Second Ave parking garage. Additionally, we will provide the following:

- (6-7) crew members
- (1) sideloader for traffic control
- (2) Rear loaders for garbage

Staff Conditions:

Staff recommends approval of this event with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. prior to event.
- Applicant will provide a \$1,000 damage deposit to City prior to event.

Building & Neighborhood Services:

- Special Event Electrical Permit will be required.

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured.
- Any accidents or injuries occurring during the event should be reported to City representatives immediately.

Streets Department:

- Department will set-up closure and provide barricades beginning at midnight on July 4th.
- Applicant or designee will stay present at event until all vendors are gone.
- Department will provide clean-up crew for after the event.

Police Department:

- The Department will provide on duty Police Officers to provide security during the festival.
- Applicant has requested amplification on stages in the permitted area.
Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Revenue Management:

- Applicant will provide a complete list of vendors to the City prior to the event.

Sanitation and Environmental Services Department:

- Department will provide crews for cleanup during event.

Water Management Department:

- Taps will be placed on hydrants at:
 - Third Ave S at City Hall
 - Third Ave N at the Square

Fire Department:

- Applicant must secure tent permits.

- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents, stages, and mobile food vendors
- After stage setup is complete, the stage manager / crew chief shall be prepared to meet with Franklin fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.



File #: 21-04659

DATE: May 8, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Milissa Reiersen, Communications Manager
Monique McCullough, Public Outreach Specialist

SUBJECT:

Consideration Of Special Event Permit For Franklin Classic Sponsored By Mercy Community Healthcare In Downtown Franklin On September 4, 2023

PURPOSE:

The purpose of this memorandum is to outline recommendations for the Franklin Classic sponsored by Mercy Community Healthcare in Downtown Franklin on September 4, 2023.

BACKGROUND/STAFF COMMENTS:

Mercy Community Healthcare has requested an event permit for the annual Franklin Classic Race Event on Labor Day (September 4, 2023).

The event consists of a 10K, 5K, and 1K Run/Walk and is expected to have 3,000 participants. All runs and walks begin and end on the Square. Streets around the square will close at 2:00 a.m. on September 4th. The first race begins at 7 a.m. The applicant expects to be done with tear-down at approximately 12 noon.

One hundred percent of the proceeds benefit Mercy Community Healthcare.

FINANCIAL IMPACT:

The applicant is responsible for extra-duty Police Officers who work the event.

RECOMMENDATION:

Staff recommends approval of this event with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. at least 30 days prior to event.

- Applicant will provide a \$1,000 damage deposit to City prior to event.
- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods. Applicant will also post signs in affected neighborhoods at least 7 days before event.

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured.

Police Department:

- Applicant will hire required number of extra-duty Franklin Police Officers
- Applicant has requested amplification on stages located on the Square. Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Building & Neighborhood Services Department:

- Electrical permit will be required

Sanitation and Environmental Services Department:

- Department will provide extra roll-outs for the applicant to use.
- Applicant will return all roll-outs (full or empty) to the alley behind Mellow Mushroom
- Applicant must clean up all trash along the route at the conclusion of the run.

Water Department:

- Applicant requests water taps on hydrants on the Square.

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents, stages, and mobile food vendors
- After stage setup is complete, the stage manager/crew chief shall be prepared to meet with Franklin Fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.



City of Franklin

Special Event Permit Application

*Application is Due 90 **Days Prior** to Scheduled Event.
Please read application carefully and fully complete each section.
A non-refundable application fee of \$100 is due at time of filing.*

Note: Filing this application does not guarantee that you request will be granted.

Please list all that apply:

- Athletic/Recreation

1. **Name/purpose of event:** Mercy Community Healthcare Franklin Classic 2023 - 5K, 10K, 1K RunWalk

2. **Location Requested:** *(if Temporary Street Closure, list major roads to be closed):*

The Franklin Classic start line, finish line, main stage, vendors, and more will be located in Franklins Public Square. The Start line for the 10K, 5K, and 1K fun run is located in Public Square, and runners take off northbound on 3rd Avenue upon the start of their race. Runners finish by heading up West Main Street and crossing the finish line as they enter Public Square. The Square, surrounding streets and race route streets will be closed for the event. See the attached map for the three race routes- below is a list of intersections where police, volunteers, or barricades will be blocking intersections.

3rd Ave. N. // Bridge St.

3rd Ave. N. // N Margin St.

N. Margin St. // 4th Ave. N.

3rd Ave. N. // 5th Ave. N.

5th Ave. N. // Del Rio Pike

5th Ave. N. // Bridge St.

Independence Square Exits // Del Rio Pike

Del Rio Pike // Magnolia Dr.

Del Rio Pike // Alexander Dr.

Alexander Dr. // Lynn Ct.

Alexander Dr. // Draper Ct.

Alexander Dr. // Carver Ct.

Alexander Dr. // Westfield Dr.

Westfield Dr. // Fairmont Dr.

Westfield Dr. // Hamlet Dr.

Westfield Dr. // New Hwy 96 W.

New Hwy 96 W. // Boyd Mill Ave.

Boyd Mill Ave. // Jim Warren Park Entrance

Culberson Blvd. // Boyd Mill Ave.
Culberson Blvd. // Shawnee Dr.
Culberson Blvd. // Petway St.
Boyd Mill Ave. // Glass Ln.
Boyd Mill Ave. // Buckworth Ave.
Boyd Mill Ave. // 11th Ave N.
11th Ave. N. // Fair St.
11th Ave. N. // West Main St.
11th Ave. N. // Hwy 96 West
West Main St. // 10th Ave.
West Main St. // 9th Ave.
West Main St. // 8th Ave.
West Main St. // 7th Ave.
Columbia Ave. // 7th Ave.
West Main St. // 6th Ave.
5 Points
Main St. // 4th Ave.
Del Rio Pike // Del Rio Ct.
Del Rio Pike // Bancroft Way
Del Rio Pike // Rizer Point
Del Rio Pike // Poplar Grove Elementary Entrance
Del Rio Pike // Carlisle Ln.
Carlisle Ln. // Old Charlotte Pike E.
Carlisle Ln. // Cornerstone Cir.
Carlisle Ln. // Stone Mill Ln.
Carlisle Ln. // New Hwy 96 W.
Boyd Mill Ave. // Franklin Green
Boyd Mill Ave. // Horton Ln.
Boyd Mill Ave. // Downs Blvd.
Boyd Mill Ave. // Vera Valley Rd.
Boyd Mill Ave. // Twin Oaks Dr.

3. **Date or dates of event:** 09/04/2023

4. **Start/End Times of Event:**

The first race, the 10K, will begin at 7:00 AM, but announcements will begin between 6:15 AM and 6:30 AM. The final race, the 1K Kids Fun Run, will begin at 9:30 AM. After awards and celebrations on the square, all participants will have exited the square by 11:30 and all vendors and others will be off the square by 12:00 PM.

What date/time will set-up begin? 9/4/2023 2:45 AM

What date/time will tear-down be complete? 9/4/2023 12:00 PM

**Note: Event is responsible for cost of staff required during this time (including Franklin Police Officers). Read Additional Requirements section for more information).*

5. **Time of Street Closure (if applicable):**

Streets around the square are to be closed at 2:45 AM on Labor Day, Sept. 4, 2023. Square set-up will be from 2:45 AM until 6:00 AM. All vehicles used for set-up must be off the square by 5:45 AM. Race route streets can be opened after the associated race is finished. The streets surrounding the square will remain closed until tear-down has been completed, by 12:00 PM at the latest.

6. **An estimated number expected to attend during the course of the event:**

Spectators/Attendees: 3,000

Event Staff/Volunteers:150

Total:3,150

7. **Name of applicant and Organization Requesting Permit:**

Anna Grosser - Mercy Community Healthcare

a) Address: 1113 Murfreesboro Road Suite 319
Franklin, TN 37064

b) Phone: 615-814-3412

c) Cell:

d) Fax:

e) E-mail address: annajog@mercytn.org

8. **DETAILED description of the event** (include information regarding the appropriateness of the event for all ages. If available, include the names and descriptions of acts/performers) :

The Mercy Franklin Classic is an annual 5K, 10K, and 1K walk/run held in downtown Franklin on Labor Day each year. The 2023 Mercy Franklin Classic marks the 24th year of this family-friendly community event. In 2022, the Franklin Classic had over 1,700 participants along with their families, friends, and other spectators. Runners of all ages are encouraged to take part in this annual Labor Day tradition, and the 1K Fun Run race allows kids to have a race of their own. Located in Franklin Square, there are many vendors and fun activities for families, including food trucks, a main stage with a family-friendly band, a fun Kids Zone, and much more.

Participants are encouraged to park in the 4th Avenue South Garage or the 2nd Avenue Garage or to find street parking on open streets surrounding downtown. Registration and packet pick-up for those unable to pick up their items prior to the race are located on 3rd Avenue South. A check-in area for staff and volunteers is located inside the entryway lobby to City Hall. Restrooms (approximately 30 rented porta-potties) are located across the street on 3rd Avenue South, lining the sidewalk. (See attached map for last years Franklin Square layout)

The Franklin Classic benefits Mercy Community Healthcare, a Franklin non-profit organization, delivering quality affordable healthcare to the community since 1999. Mercy provides healthcare for all ages with a focus on the underserved. This includes primary care, behavioral and mental health services like counseling and psychiatry, chronic disease management, and care coordination. Mercy assists patients in finding medical specialists and access to social services and basic needs. By offering a sliding scale, self-pay program to assist the uninsured and underinsured, Mercys staff opens their hearts to every patient and family. Mercy believes in integrated care body, mind, and spirit. They make long-term, lasting health possible for those in need.

9. **ENCLOSE A DETAILED PDF MAP** of the event site and/or route, detailing any temporary or permanent structures, street closures, parking, etc. If applicable, list the location, blocks, streets, and/or intersections in which such an event will occur. **For large-scale events, a map or maps should be obtained from the City's GIS division.**

If also submitting a CAD file, please ensure that it is in DWG file format, and projected in TN State Plane NAD83

Please detail any restricted parking areas on the event map.

Event Map: [Map of 2023 Course and 2022 Square Layout.pdf](#)

10. **Person in charge on day of event:** Raye McDonald

Cell: (615) 598-1858

E-mail address: rayem@mercytn.org

11. **Name and Cell Number of at least two others available on day of event:**

Name: Anna Jo Grosser

Cell: (859) 801-9387

E-mail address: annajog@mercytn.org

Name: Beth Rattray

Cell: (765) 432-3178

E-mail address: bethr@mercytn.org

12.

Please attach a list (in PDF format) containing the names, addresses, and phone numbers of the Chairperson of the organization and all other persons involved in the management or control of the organization and/or committee.

Administrative Contact List: [Administrative Contact List 2023.docx](#)

13. **Where is your organization based?** Williamson County

14. **Is your organization authorized to do business in Tennessee?** Yes

15. **Is your organization a tax-exempt organization as described by the Internal Revenue Code Section 501(c)(3) or a not-for-profit organization?** Yes

IRS tax exemption letter: [501 \(C\) 3 letter.pdf](#)

16. **Will you charge an admission fee?** No

Average admission fee:

17. **Will you charge a vendor participation fee?** Yes

Average vendor participation fee? \$500

18. **Total Estimated Revenue from vendors, ticket sales, and sponsorship to event organizer:**

19. **Will any charity, gratuity, or offers be solicited or accepted during the event?** Yes

20. **Is this event a fundraiser?** Yes

What organization will be the benefactor of event? Mercy Community Healthcare

What percentage of funds will they receive? 100

21. **Will parking in the area of the event need to be restricted or prohibited?** Yes

22. **Will any sound amplification equipment be used during the event?** Yes

23. **Applicant must also include a copy of the insurance certificate indicating coverage and listing the City of Franklin as an additional insured**

***For stages, tents, etc. constructed on site prior to the event, that date must be included on the Certificate of Insurance provided to the City of Franklin. Stages MUST be removed from the site at end of the event. ***Rented inflatables/interactives that are set up and manned by the applicant must be included specifically in the applicant's Certificate of Insurance.

If you already have your insurance certificate, please upload it now in pdf format. Otherwise, your insurance certificate will need to be submitted before your event is approved.

Insurance Certificate:

24. **What, if any, vendors will be present at event?** (i.e. medical related, shirts, arts, etc.) **Please provide detailed list.**

The Franklin Classic will host a plethora of vendors. In 2022 the Franklin Classic hosted between 15-20 vendors on the square including fitness companies, food vendors, church partners, and more. Mercy's sponsor packet for the Franklin Classic includes a variety of levels, most of which give sponsors the option to host a booth on the square. Mercy does not yet have a list of vendors for the Franklin Classic, but we will ensure to provide the list to the City of Franklin two weeks prior to the race.

25. **Will food, beverages, or merchandise be sold or given away?** Yes

Clean-up of the area is required. Please attach your clean-up and recycling plan, including name of clean-up provider with contact information for person who will be on on-site during event. See Question #26.

Clean Up Plan and Provider: [Franklin Classic cleanup plan 2023.docx](#)

26. Events under 200 participants require a \$250 refundable security deposit at the time of approval. For events over 200, a \$1000 security deposit is required upon approval. If the applicant fails to restore the property to its prior condition, then the applicant shall be responsible to the City of Franklin for any costs incurred in restoring the property after the event. Surrender of the deposit in no way relieves the applicant of the responsibility for any costs incurred by the City of Franklin in excess of the deposit. Applicant's event coordinator or representative and a City of Franklin representative will conduct a Pre-Event meeting prior to event date for Pre-Event Check List Site Review. *At the end of the event, a Post-Event Check List shall be completed by the Applicant's event coordinator, or representative, and a City of Franklin representative to re-assess the site for trash and damage, and to secure with caution tape and signage (provided by event group) any tents left for removal.* Damage deposit will be refunded after a satisfactory Post Event Check List has been completed and signed off on by both the City of Franklin and organization requesting event. **NOTE:* Events that include deep frying cooking oil operations are required to have a grease pit on-site and contract with a grease waste hauler to handle the grease waste and removal of the grease pit. A copy of this agreement shall be filed along with this application. The primary event sponsor is required to remove all cooking grease from the site immediately after the event. Illegal dumping of cooking grease will be prosecuted. *Please read Additional Requirements section of this application for more information.*

27. **Will you require a temporary water tap?** No

If yes, please list exact locations:

28. **Will alcohol, beer, and/or wine be given away or sold?** Yes

If yes, a permit from the relevant board is required. Please read Additional Requirements section of this application for more information.

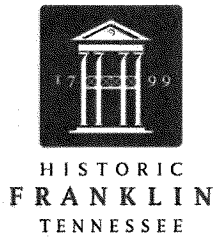
29. **Will your event include tents or other temporary structures, propane use, or open flames?** No

Tents 400 sq. ft. or larger (or, if cooking operations are under the tent, 200 sq. ft. or larger) require a special inspection from the Franklin Fire Department. All tents must meet the requirements of Chapter 31 of the International Fire Code. Tents 20-ft by 20-ft or larger must have an approved label or documentation showing the tent fabric meets all flammability requirements. Tents larger than 400-SF must be inspected and approved by the fire department before the event opens. All cooking operations must be inspected and approved by the fire department before the event opens. Cooking operations will be periodically inspected throughout the event. Tents should be taken down on the date the event has ended. ***Please read the Additional Requirements section of this application for more information.***

30. **Attach Good Neighbor Letter and Mailing List used.** *Please read Additional Requirements section of this application for more information.*

Good Neighbor Letter: [Good Neighbor Letter 2023.docx](#)

Good Neighbor Letter Mailing List:



Rules and Regulations

Please Read All Attachments Before Signing Application.

- 1) I/We agree to abide by all ordinances and regulations of the City of Franklin and all State and Federal Laws.
- 2) I/We agree to abide by all conditions placed upon the event by the City Administrator and the Board of Mayor and Aldermen.
- 3) I/We do swear or affirm that all of the information given in this application is true and complete.
- 4) I/We do hereby agree to assume the defense of and indemnify and save harmless the City, its mayor, aldermen, boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of such event and the activities permitted in connection there with.
- 5) I/We agree to submit a certificate of insurance prior to the event in an amount determined by the City naming the City of Franklin and its employees as additional insured. The City may require the sponsor and/or vendor provide higher levels of insurance, coverage, and policies as deemed reasonable and necessary based on specific event risk factors and review by the City's insurer.
- 6) I/We agree, if holding the special event on City property, to return the site to its pre-event condition at the conclusion of the event.
- 7) I/We agree to provide a copy of the signed Event Application to any vendors, planners, and related parties associated with the event to ensure they are familiar with the guidelines set forth herein.
- 8) I/We understand and acknowledge that all vendors, acts, performers, organizers, and patrons must not violate any laws pertaining to adult entertainment as defined by Tennessee State law.
- 9) I/We understand that I/we assume the responsibility of the actions of any vendors, planners, and related parties for this event.
- 10) I/We understand that granting of Special Event Permit does not imply granting of other permits that are separately required.
- 11) The application for an event permit shall be filed not less than 90 days nor more than 364 days prior to the scheduled date of such event. Suggested filing is at least 180 days prior to scheduled event. Events should not be advertised or promoted until an event permit has been obtained from the City. Failure to file in a timely manner may result in denial of a permit.
- 12) I/We understand that event permit holders may be responsible for 100 percent of the costs incurred by the City for staff time and resources.

BY: _____

(Signature and title must be officer of organization)

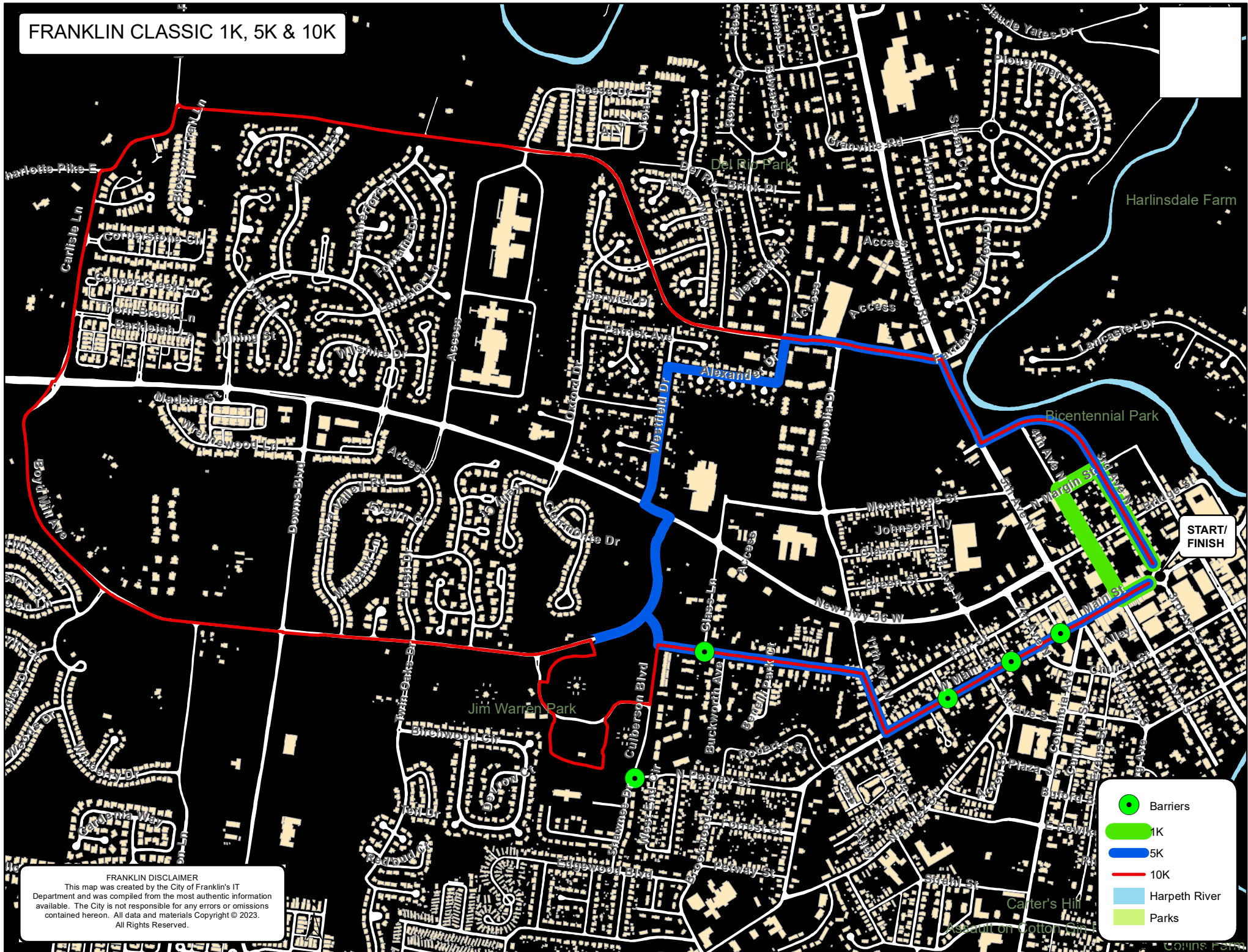
Date: 3-6-2023

Approved by the Board of Mayor and Aldermen on _____, 20____

Dr. Ken Moore, Mayor

Eric S. Stuckey, City Administrator

FRANKLIN CLASSIC 1K, 5K & 10K



FRANKLIN DISCLAIMER
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Franklin Classic Square Setup



- Hydrant
- Stage
- EMS Vehicle
- Event Booths
- Race Map
- Water Tubs
- Restrooms

- S2F
- Packets
- Vendor Info

Staff
Sponsors
Volunteers
Hospitality

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Franklin Classic Cleanup Plan 2023

In 2022, Mercy coordinated with the City of Franklin's Sanitation and Environmental Services department for waste management at the Franklin Classic. Our Facilities Maintenance Assistant, Zamir Maze, coordinated with Nate Ridley, who delivered 20-30 trash cans behind Mellow Mushroom. Our team moved them strategically throughout the square, so runners had options to discard their trash. Trash for this event was primarily water bottles and small wrappers from snacks consumed after runners finished their races. Mercy's staff and volunteers made sure that all trash that missed the cans throughout the day was thrown away correctly.

All vendors who hosted booths were responsible for the clean-up of their booth area, but Mercy went through and made sure everything was taken down and, if need be, discarded appropriately. All garbage cans were returned to the place behind Mellow Mushroom where they were at the beginning of the race following the end of the event. The cleanup plan from 2022 worked well, and Mercy plans to utilize the same model in 2023 unless coordination with the Sanitation and Environmental services changes for this event.

Event Mercy Community Healthcare
Name: Franklin Classic 2023 - 5K, 10K,
1K RunWalk



FORM 1

Signature: _____

Buildings, Structures, & Power Sources

If your special event includes any of the following, you may need to obtain a permit from the Building and Neighborhood Services Department. Please check any that apply.

- Any site-built platforms (stages) and/or bleachers

Building permits and/or inspections also may be required whenever deemed necessary, due to unique conditions, shoddy construction, substandard assembly or set-up, unqualified assemblers, lack of maintenance, or dilapidation of equipment, materials or systems.

All Permit applications are subject to permit fees.

If you have any questions about whether you need to apply for a permit from the Building & Neighborhood Services Department, please call 615-794-7012.

Event: Mercy Community
Name: Healthcare Franklin
Classic 2023 - 5K, 10K,
1K RunWalk



FORM 1

Signature: _____

Sound Amplification

In accordance with Title 11 Chapter 4 of the Franklin Municipal Code (*Offenses Against the Peace and Quiet*), amplification of sound located in or within 100 feet of a residential property line which is plainly audible is prohibited between the hours of 10:00 p.m. and 7:00 a.m. Sunday through Thursday and between the hours of 11:00 p.m. and 7:00 a.m. Friday and Saturday except for special events where a special permit has been obtained from the City of Franklin authorizing such event. In the event that a special event permit has been obtained from the City of Franklin, no other amplification of sound will be permitted within the area of the special event except that which has been applied for and authorized by the city pursuant to the permit application.

Applicant/Organization: Anna Grosser - Mercy Community Healthcare

Event Name: Mercy Community Healthcare Franklin Classic 2023 - 5K, 10K, 1K RunWalk

Event Date(s): 09/04/2023

1. **Time amplification equipment will be used:** From: 6:15 AM To: 12:00 PM
2. **Exact locations sound amplification equipment will be used** (*i.e. stage located on Second Avenue*). Provide map/layout if necessary.:

Mercy's main amplification equipment will be on the main stage, located in the parking area in front of the Courthouse and to the side of Mellow Mushroom. Two amps will be present on the stage. There may be supplementary amps closer to the start and finish lines, so runners can hear announcements on the other side of the square, but this is yet to be determined.

Sound Amplification Map: [2022 Amp Map.pdf](#)

3. **For what purpose will sound amplification be used?** Please list all that apply:

- Announcements/Speeches
- Band/Singers
- DJ

4. **Type of Amplifier:**

- PA System

5.

Number of Amplifiers: 4

Number of Speakers: 4

Number of Performers: 6

6. **Name and Cell Number of at least two coordinators who will monitor the sound level and respond to complaints and violations:**

Name: Raye McDonald

Cell: (615) 598-1858

E-Mail: rayem@mercytn.org

Name: Anna Jo Grosser

Cell: (859) 801-9387

E-Mail: annajog@mercytn.org

Authorized Signature: Anna Grosser

Date: 03/17/2023

The City of Franklin's Municipal Code (Title 11, Chapter 4) allows for exceptions to the City's noise standards for City authorized or sponsored events. However, the City retains the right to ask for a change of an event's location or time in an attempt to decrease the number of people impacted by event noise. The City may refuse a special event application based on noise complaints by neighboring businesses and residents. The City therefore encourages event-holders to work with neighbors to alleviate negative impacts wherever possible. At minimum, you should plan to point speakers away from residences.





Administrative Contact List 2023

Mercy Community Healthcare address (for all contacts below):

Mercy Community Healthcare
1113 Murfreesboro Road, Suite 319
Franklin, TN 37064

Executive Strategy Leadership Team

1. **Cindy Siler**, Chief Executive Officer (CEO)
 - Email: Cindys@mercytn.org
 - Phone: (615) 790-0567 Ext. 200
2. **Dorothy Bullard**, Chief Advancement Officer
 - Email: Dorothyb@mercytn.org
 - Phone: (615) 790-0567 Ext. 210
3. **Rhonda Sizemore**, Chief Financial Officer (CFO)
 - Email: Rhondas@mercytn.org
 - Phone: (615) 790-0567 Ext. 206
4. **Dr. Don Gibson**, Chief Medical Officer (CMO)
 - Email: Dong@mercytn.org
 - Phone: (615) 790-0567 Ext. 204
5. **Alyssa Nance**, Chief Operations Officer (COO)
 - Email: Alyssan@mercytn.org
 - Phone: (615) 790-0567 Ext. 216

Immediate Contacts for 2023 Franklin Classic Event

1. **Raye McDonald**, Director of Events and Outreach
 - Email: rayem@mercytn.org
 - Phone (cell): (615) 598-1858
2. **Anna Jo Grosser**, Advancement Coordinator
 - Email: annajog@mercytn.org
 - Phone (cell): (859) 801-9387
3. **Beth Rattray**, Director of Marketing and Public Relations
 - Email: bethr@mercytn.org
 - Phone (cell): (765) 432-3178

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

Date: SEP 22 1989

MERCY HEALTH SERVICES INC
PO BOX 1346 112 9TH AVENUE SOUTH
FRANKLIN, TN 37065

501(c)(3)

DEPARTMENT OF THE TREASURY

Employer Identification Number:
62-1781969

DLN:
17053181032049

Contact Person:
R HUTCHINS ID# 52408

Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31

Form 990 Required:
YES

Addendum Applies:
NO

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(iii).

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

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, if you are involved in an excess benefit transaction, that transaction might be subject to the excise taxes of section 4958. Additionally, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please contact your key district office.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

Letter 947 (DD/CR)

MERCY HEALTH SERVICES INC

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$20 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$10,000 or 5 percent of your gross receipts for the year, whichever is less. For organizations with gross receipts exceeding \$1,000,000 in any year, the penalty is \$100 per day per return, unless there is reasonable cause for the delay. The maximum penalty for an organization with gross receipts exceeding \$1,000,000 shall not exceed \$50,000. This penalty may also be charged if a return is not complete, so be sure your return is complete before you file it.

The law requires you to make your annual return available for public inspection without charge for three years after the due date of the return. You are also required to make available for public inspection a copy of your exemption application, any supporting documents and this exemption letter to any individual who requests such documents in person or in writing. You can charge only a reasonable fee for reproduction and actual postage costs for the copied materials. The law does not require you to provide copies of public inspection documents that are made widely available, such as by posting them on the Internet (World Wide Web). You may be liable for a penalty of \$20 a day for each day you do not make these documents available for public inspection (up to a maximum of \$10,000 in the case of an annual return).

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form

MERCY HEALTH SERVICES INC

990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

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

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

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

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

Sincerely yours,

Mary Medeck

District Director

Staff Conditions:

Staff recommends approval of this event with the following conditions:

- Applicant shall meet with staff for walk through at least five days prior to event.
- Applicant will provide detailed map/layout to City detailing location of tents, vendors, etc. at least 30 days prior to event.
- Applicant will provide a \$1,000 damage deposit to City prior to event.
- Applicant will provide a Good Neighbor letter which will be distributed to affected neighborhoods. Applicant will also post signs in affected neighborhoods at least 7 days before event.

Risk Management:

- Applicant will provide certificate of insurance naming the City as additional insured.

Police Department:

- Applicant will hire required number of extra-duty Franklin Police Officers
- Applicant has requested amplification on stages located on the Square. Pursuant to Franklin Municipal Code Section 11-403(3), these are the only locations at which amplified sound will be permitted during this event.

Building & Neighborhood Services Department:

- Electrical permit will be required

Sanitation and Environmental Services Department:

- Department will provide extra roll-outs for the applicant to use.
- Applicant will return all roll-outs (full or empty) to the alley behind Mellow Mushroom
- Applicant must clean up all trash along the route at the conclusion of the run.

Water Department:

- Applicant requests water taps on hydrants on the Square.

Fire Department:

- Applicant must adhere to requirements provided by the Fire Marshal's office regarding tents, stages, and mobile food vendors
- After stage setup is complete, the stage manager / crew chief shall be prepared to meet with Franklin Fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.

Open Issues: 5

FIRE-Special Event

General Issues

2. Tents

curt.edelmann@franklintn.gov	Tents must meet the following requirements. 1. Pop-up vendor tents (nominal 10-feet x 10-feet) must have a minimum of 40-pounds of ballast on each pole. 2. Pop-up tents using open flames, such as, candles, portable heaters, torches, must have one ABC fire extinguisher that is fully charged.
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3. Stages

curt.edelmann@franklintn.gov	Stages and sound booths require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor. After stage setup is complete, the stage manager / crew chief shall be prepared to meet with Franklin fire and building inspectors to assure the stage has been properly setup and all safety measures are in place.
--	--

4. The Square

curt.edelmann@franklintn.gov	How do you propose to close the square? Will you need fire / sanitation vehicles to block the streets? Do you plan on closing off 3rd Avenue at Bridge and Church and Main Street at 2nd and 4th?
--	--

5. Food Trucks

curt.edelmann@franklintn.gov

Food trucks must meet the following requirements:

1. Food trucks are spaced 10-feet apart
2. Food trucks with cooking operations require a minimum of one 5-pound ABC fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
3. Food trucks with cooking operations that produce grease-laden vapors must have a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
4. Food trucks using solid-fuel cooking equipment must have either a 2 ½-gallon approved water fire extinguisher or a K-class fire extinguisher. Extinguishers must have a current inspection tag issued by a licensed fire equipment distributor.
5. Food trucks using solid-fuel cooking equipment must have an approved means of disposing of ashes and hot coals.
6. Only listed safety cans are used to dispense gasoline or other flammable liquids.
7. Fire department personnel will check propane tanks and connections for leaks prior to the event and during the event. Leaking tanks, hoses, and / or connections must be repaired immediately. Equipment that cannot be repaired must be placed out of service

Sanitation and Environmental Services

General Issues

1. Solid Waste Containers

bobby.sullivan@franklintn.gov

SES will provide rollout containers as specified in cleanup plan doc. provided. 25-30 Rollouts will be left behind Mellow Mushroom for this event and will be picked up at the same location as dropped off following the event. No SES staff members will be provided during the event.

Wayne Sullivan 615-604-1575

Nate Ridley 615-390-0984



City of Franklin

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

File #: 21-04694

DATE: May 12, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Mayor Ken Moore

SUBJECT:

*Consideration Of Resolution 2023-31, A Resolution Approving The City Administrator As The City Representative Of The Largest Municipally Owned Utility To The Coordinating Committee For The Williamson County Growth Plan And Franklin Urban Growth Plan

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning a Resolution Appointing the City Administrator, Eric Stuckey, as the City's Representative for the Coordinating Committee Called to Adopt a New County-wide growth plan.

BACKGROUND/STAFF COMMENTS:

Pursuant to TCA § 6-58-104, the County Mayor may establish a Coordinating Committee for the purposes of developing a County Growth Plan. On May 1, 2023, Mayor Rogers Anderson sent a letter to all the cities within the County initiating the Williamson County Growth Plan coordinating Committee. The Coordinating Committee Membership is made up of the following: the County Mayor, the Mayor of each municipality (or designee), one member appointed by the governing board of the municipally-owned utility system serving the larger number of customers, one member of the non-municipally owned utility serving the largest number of customers, one member appointed by the board of directors of the county's largest soil conservation district, one member appointed by the local board of education agency having the largest student enrollment in the county, one member appointed by the largest chamber of commerce, two members appointed by the County Mayor, two members appointed by the Mayor of the largest municipality. The City's municipally-owned utility serves the largest number of customers in the County and, therefore, the governing body shall appoint a member to serve on the Williamson County Growth Plan Coordinating Committee. Eric Stuckey, City Administrator, was previously appointed to serve in this role as part of the Advisory Committee and has attended all the meetings over the past year. The Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to appoint Eric Stuckey, City Administrator, as the representative of the City's municipally-owned utility to serve on the Williamson County Growth Plan Coordinating Committee.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2023-31.

RESOLUTION 2023-31

A RESOLUTION APPOINTING ERIC STUCKEY, CITY ADMINISTRATOR, AS THE REPRESENTATIVE OF THE LARGEST MUNICIPALLY-OWNED UTILITY TO THE WILLIAMSON COUNTY GROWTH PLAN COORDINATING COMMITTEE

WHEREAS, pursuant to TCA § 6-58-104, the County Mayor may establish a Coordinating Committee for the purposes of developing a County Growth Plan; and

WHEREAS, on May 1, 2023, Mayor Rogers Anderson sent a letter to all the cities within the County initiating the Williamson County Growth Plan Coordinating Committee; and

WHEREAS, the Coordinating Committee Membership is made up of the following: the County Mayor, the Mayor of each municipality (or designee), one member appointed by the governing board of the municipally-owned utility system serving the larger number of customers, one member of the non-municipally owned utility serving the largest number of customers, one member appointed by the board of directors of the county's largest soil conservation district, one member appointed by the local board of education agency having the largest student enrollment in the county, one member appointed by the largest chamber of commerce, two members appointed by the County Mayor, two members appointed by the Mayor of the largest municipality; and

WHEREAS, the City's municipally-owned utility serves the largest number of customers in the County and therefore the governing body shall appoint a member to serve on the Williamson County Growth Plan Coordinating Committee; and

WHEREAS, Eric Stuckey, City Administrator, was previously appointed to serve in this role as part of the Advisory Committee and has attended all the meetings over the past year; and

WHEREAS, the Board of Mayor and Aldermen believes it is in the best interest of the City of Franklin to appoint Eric Stuckey, City Administrator, as the representative of the City's municipally-owned utility to serve on the Williamson County Growth Plan Coordinating Committee.

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

The Board of Mayor and Aldermen appoint Eric Stuckey, City Administrator, as the representative of the City's municipally-owned utility to serve on the Williamson County Growth Plan Coordinating Committee.

IT IS SO RESOLVED AND DONE on this _____ day of _____, 2023.

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



City of Franklin

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

File #: 21-04695

DATE: May 12, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

*Consideration Of Resolution 2023-45, A Resolution To Ratify Tennessee Private Acts, Chapter 16 Of The Tennessee General Assembly, Modifying The City Of Franklin Charter Relative To Allowing The Vice Mayor Or Alderman Serving As Mayor Pro Tempore, When Serving As Mayor To Vote

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning 2023-45, A Resolution to ratify Tenn. Priv. Acts, Chapter 16, to allow the Vice Mayor or Alderman serving as Mayor Pro Tempore, when serving as Mayor, to vote.

BACKGROUND/STAFF COMMENTS:

The Charter of the City of Franklin, Tennessee is incorporated by Chapter 126 of the Private Acts of Tennessee of 1967. BOMA, by unanimous vote, approved Resolution 2022-80, a Resolution to amend the Charter to allow the Vice Mayor or Mayor Pro Tempore to vote when serving as Mayor. The Tennessee Legislature, on the request from BOMA, considered and approved Resolution 2022-80, subsequently assigning it to Private Acts, Chapter 16 (2023-2024 Tenn. Priv. Acts 16). BOMA must approve the private act by a 2/3 vote of the entire membership for Chapter 16 to become effective.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2023-45, a Resolution to ratify Tenn. Priv. Acts, Chapter 16 allowing the Vice Mayor or Alderman serving as Mayor Pro Tempore, when serving as Mayor to vote.

RESOLUTION 2023-45

A RESOLUTION RATIFYING TENNESSEE PRIVATE ACT, CHAPTER 16 OF THE 113TH TENNESSEE GENERAL ASSEMBLY, MODIFYING THE CITY OF FRANKLIN CHARTER TO ALLOW THE VICE MAYOR OR ALDERMAN SERVING AS MAYOR PRO TEMPORE WHEN SERVING AS MAYOR TO VOTE

WHEREAS, the Charter of the City of Franklin, Tennessee, is incorporated by Chapter 126 of the Private Acts of Tennessee for 1967, as amended, of the General Assembly of the State of Tennessee; and

WHEREAS, the Board of Mayor and Aldermen approved, by unanimous vote, Resolution 2022-80, a Resolution to Amend the Charter to Allow the Vice Mayor serving as Mayor Pro Tempore, when serving as Mayor, to vote; and

WHEREAS, the Tennessee Legislature, on request of the Board of Mayor and Aldermen, considered and approved Resolution 2022-80, subsequently assigning it to Private Act, Chapter 16 (2023-2024 Tenn. Priv. Acts 16); and

WHEREAS, pursuant to T.C.A. §§ 8-3-201 and 8-3-202, the Board of Mayor and Aldermen must ratify Private Act 16 by a 2/3 vote of the entire membership for it to become effective and send notice to the Secretary of State by December 1, 2023.

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

2023 Tenn. Priv. Acts 16 is hereby ratified and notice of such approval will be sent by the City Recorder to the State of Tennessee Secretary of State within thirty (30) days.

IT IS SO RESOLVED AND ADOPTED on this _____ day of _____, 2023.

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____
Eric S. Stuckey
City Administrator

By: _____
Dr. Ken Moore
Mayor

Approved as to Form:

By: _____
Sauna R. Billingsley
City Attorney



State of Tennessee
PRIVATE CHAPTER NO. 16

HOUSE BILL NO. 1556

By Representatives Whitson, McCalmon

Substituted for: Senate Bill No. 1546

By Senator Johnson

AN ACT to amend Chapter 126 of the Private Acts of 1967; as amended by Chapter 88 of the Private Acts of 1977; Chapter 45 of the Private Acts of 1987; Chapter 216 of the Private Acts of 1988; Chapter 81 of the Private Acts of 1989; Chapter 152 of the Private Acts of 1990; Chapter 73 of the Private Acts of 1991; Chapter 79 of the Private Acts of 2008; Chapter 39 of the Private Acts of 2012; Chapter 22 of the Private Acts of 2017; and any other acts amendatory thereto, relative to the City of Franklin.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF TENNESSEE:

SECTION 1. Chapter 126 of the Private Acts of 1967, as amended by Chapter 216 of the Private Acts of 1988, Chapter 152 of the Private Acts of 1990, Chapter 73 of the Private Acts of 1991, Chapter 79 of the Private Acts of 2008, Chapter 39 of the Private Acts of 2012, and any other acts amendatory thereto, is amended by deleting Section 5(b) in Article IV and substituting instead:

(b) Each year at its November meeting, the Board of Mayor and Aldermen shall elect an alderman to the office of vice mayor, who shall serve when the mayor is absent or unable to discharge the duties of the office. The term of vice mayor shall be for one (1) year. In the case of a vacancy in the office of mayor, the vice mayor shall serve until the next regular city election, at which time the office of mayor shall be filled for any unexpired term by the voters. The vice mayor, when serving in the office of mayor, shall have the right to vote on all matters.

SECTION 2. Chapter 126 of the Private Acts of 1967, as amended by Chapter 88 of the Private Acts of 1977, Chapter 45 of the Private Acts of 1987, Chapter 81 of the Private Acts of 1989, Chapter 73 of the Private Acts of 1991 and Chapter 22 of the Private Acts of 2017; and any other acts amendatory thereto, is amended by deleting Section 3 of Article V and substituting instead:

At all meetings at which he or she is present the mayor shall preside. In his or her absence, the vice mayor shall preside and shall have the right to vote in all matters while presiding. In the absence of both mayor and vice mayor, the meeting shall be called to order by the recorder, and the aldermen shall elect a mayor pro tempore who shall be vested for the time with the powers of the mayor. The mayor pro tempore elected under this section shall not act as an alderman but shall have the right to vote in all matters while presiding. A majority of the members of the Board of Mayor and Aldermen shall constitute a quorum, but a smaller number may adjourn from time to time. The board may by ordinance establish its own rules of procedure not inconsistent with this charter, and such rules until amended or abolished shall be as binding upon the board and succeeding boards as though contained in this charter. No vote shall be taken upon an ordinance, resolution, or motion, except a motion to adjourn, unless the same is reduced to writing. Voting, except on procedural motions, shall be by roll call and yeas and nays shall be recorded in the minutes, except as provided in Section 4 of this Article and Section 5 of Article IV, and an affirmative vote of a majority of all members present shall be required for the passage of any ordinance, resolution, or motion. The mayor, excluding the vice mayor and mayor pro tempore when serving as mayor, shall be a member of the board but shall have no vote except in the event of a tie vote or votes to fill vacancies in the office of alderman, as provided in Section 5 of Article IV.

HB1556

SECTION 3. This act shall have no effect unless it is approved by a two-thirds (2/3) vote of the legislative body of the City of Franklin. Its approval or nonapproval shall be proclaimed by the presiding officer of the legislative body and certified to the secretary of state.

SECTION 4. For the purpose of approving or rejecting the provisions of this act, it shall be effective upon becoming a law, the public welfare requiring it. For all other purposes, it shall become effective as provided in Section 3.

HOUSE BILL NO. 1556

PASSED: April 3, 2023



CAMERON SEXTON, SPEAKER
HOUSE OF REPRESENTATIVES



RANDY MCNALLY
SPEAKER OF THE SENATE

APPROVED this 25th day of April 2023



BILL LEE, GOVERNOR



File #: 21-04163

DATE: February 9, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Eric Stuckey, City Administrator
Shauna Billingsley, City Attorney

SUBJECT:

Consideration Of Resolution 2023-01, A Resolution To Approve A PILOT (Payment In Lieu Of Taxes) Program For In-N-Out Burger

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning Resolution 2023-01, Approval of a PILOT program for In-N-Out Burger as requested by the IDB of Williamson County, Tennessee.

BACKGROUND/STAFF COMMENTS:

In January, In-N-Out Burger announced the selection of Franklin as the location of their eastern territory office. This project will be the first expansion of this iconic restaurant east of Texas and will serve as a base operations for the In-N-Out Burger's expansion to the eastern half of the United States. In-N-Out Burger plans to construct an office building and a restaurant on its site in Franklin, representing a total investment of \$125.5 million. In-N-Out plans will create at least 277 jobs in Franklin with an average salary of over \$91,000. In-N-Out Burger plans to begin construction of a 100,000 square foot office building in Franklin by late 2024 with completion expected in 2026. The company will also construct a retail presence on the site that is expected to open in 2025.

To help facilitate this investment and job creation in Franklin, the State of Tennessee, Williamson County and City of Franklin are providing support for this project. The State of Tennessee is providing a \$2.75 million Fastrack Economic Development Grant. Both Williamson County and the City of Franklin are providing a 10-year property tax abatement on a portion of their property tax (40.5% of the total property tax rate). The County portion would be to not exceed a total of \$1,612,450 over a ten-year period. The City of Franklin portion would be to not exceed a total of \$287,780 over a ten-year period. The Tennessee Valley Authority is also providing economic development support to this project.

The Industrial Development Board Williamson County, Tennessee (the "IDB") is authorized under the provisions of Chapter 53, Title 7, of Tennessee Code Annotated, as amended from time to time (the "Act"), to issue, sell, and deliver revenue bonds and revenue notes, and to use the proceeds

therefrom for, among other things, the purpose of financing, acquiring, improving, constructing, equipping, owning, leasing, and disposing of properties in order to promote industry, trade, commerce, tourism and recreation, and thereby maintain and increase employment opportunities and further the use of natural resources in the State of Tennessee, by inducing manufacturing, industrial, governmental, educational, financial, service, commercial, and recreational enterprises to locate in or remain in the State of Tennessee. In order to implement the public purposes enumerated in the Act and in furtherance thereof to induce In-N-Out Burger, or its designee(s) (the "Company"), to relocate and expand its office facilities (the "Project") in the City of Franklin (the "City") and Williamson County, Tennessee (the "County"), the acquisition, construction, owning and leasing of which by the IDB is expected to maintain or increase employment in the City and the County, the IDB has offered to issue one or more revenue notes (the "Note") in a principal amount not to exceed TWO HUNDRED EIGHTY-SEVEN THOUSAND SEVEN HUNDRED EIGHTY AND NO/100 (\$287,780.00), for a ten (10) year terms beginning in 2026 that includes a 40.5% abatement, under and pursuant to the provisions of the Act, if the Company decides to utilize the Note, and to use the proceeds therefrom to provide for the payment of the costs of acquiring, improving and/or constructing all or a portion of the Project, and to enter into an agreement with the Company to accept payments in lieu of ad valorem taxes with respect to the Project. A draft of the Project Inducement Agreement expressing formally and in writing the understanding heretofore and formerly agreed upon by the IDB and the Company, and the Intergovernmental Agreement setting forth the City, County, and IDB obligations and duties (the "Agreements"), is attached hereto and incorporated herein by this reference. At the request of the IDB, the Board of Mayor and Aldermen of the City of Franklin, Tennessee desires to confirm its approval of the Agreement and the economic incentives therein set forth.

FINANCIAL IMPACT:

There is a proposed tax abatement totaling an amount not to exceed a total of \$287,780 over a ten-year period. This request is included in this Resolution.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Resolution 2023-01, a Resolution to approve a PIOT program for In-N-Out Burger.

RESOLUTION 2023-01

A RESOLUTION TO APPROVE A PILOT (PAYMENT IN LIEU OF TAXES) PROGRAM FOR IN-N-OUT BURGER, AS REQUESTED BY THE INDUSTRIAL DEVELOPMENT BOARD OF WILLIAMSON COUNTY, TENNESSEE

WHEREAS, the Industrial Development Board Williamson County, Tennessee (the "IDB") is authorized under the provisions of Chapter 53, Title 7, of Tennessee Code Annotated, as amended from time to time (the "Act"), to issue, sell, and deliver revenue bonds and revenue notes, and to use the proceeds therefrom for, among other things, the purpose of financing, acquiring, improving, constructing, equipping, owning, leasing, and disposing of properties in order to promote industry, trade, commerce, tourism and recreation, and thereby maintain and increase employment opportunities and further the use of natural resources in the State of Tennessee, by inducing manufacturing, industrial, governmental, educational, financial, service, commercial, and recreational enterprises to locate in or remain in the State of Tennessee; and

WHEREAS, in order to implement the public purposes enumerated in the Act and in furtherance thereof to induce In-N-Out Burger, or its designee(s) (the "Company"), to relocate and expand its office facilities (the "Project") in the City of Franklin (the "City") and Williamson County, Tennessee (the "County"), the acquisition, construction, owning and leasing of which by the IDB is expected to maintain or increase employment in the City and the County, the IDB has offered to issue one or more revenue notes (the "Note") in a principal amount not to exceed TWO HUNDRED EIGHTY-SEVEN THOUSAND SEVEN HUNDRED EIGHTY AND NO/100 (\$287,780.00), for a ten (10) year terms beginning in 2026 that includes a 40.5% abatement, under and pursuant to the provisions of the Act, if the Company decides to utilize the Note, and to use the proceeds therefrom to provide for the payment of the costs of acquiring, improving and/or constructing all or a portion of the Project, and to enter into an agreement with the Company to accept payments in lieu of ad valorem taxes with respect to the Project; and

WHEREAS, a draft of the Project Inducement Agreement expressing formally and in writing the understanding heretofore and formerly agreed upon by the IDB and the Company, and the Intergovernmental Agreement setting forth the City, County, and IDB obligations and duties (the "Agreements"), being attached hereto and incorporated herein by this reference; and

WHEREAS, at the request of the IDB, the Board of Mayor and Aldermen of the City of Franklin, Tennessee desires to confirm its approval of the Agreement and the economic incentives therein set forth.

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

1. The form, content, and provisions of the Agreements are hereby approved.
2. The Mayor, the City Administrator and all departments and agencies of the City of Franklin, Tennessee, are hereby authorized and directed to take such further actions as are deemed necessary or advisable to carry out the intent and purposes of the Agreements and this Resolution.

[Signatures to follow.]

IT IS SO RESOLVED AND DONE on this ____ day of _____, 2023.

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

PROJECT INDUCEMENT AGREEMENT

This **PROJECT INDUCEMENT AGREEMENT** (the “Agreement”), dated as of the ____ day of _____, 2023, made and executed by and between the **INDUSTRIAL DEVELOPMENT BOARD OF WILLIAMSON COUNTY, TENNESSEE** (the “IDB”), a public, nonprofit corporation organized and existing under the laws of the State of Tennessee; and **IN-N-OUT BURGERS**, a California corporation, or its assignee (the “Applicant”):

WITNESSETH:

For and in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. Recitation of Facts. As a means of setting forth the matters of mutual inducement which have resulted in the making and execution of this Agreement, the following statements of fact are hereby recited:

(a) The IDB is authorized by the provisions of Chapter 53, Title 7, Tennessee Code Annotated, as amended (the “Act”), to among other things, finance, acquire, improve, construct, equip, reconstruct, furnish, better, extend, own, lease, and dispose of properties in order to maintain and increase employment opportunities in the State of Tennessee, by inducing manufacturing, industrial, governmental, educational, financial, service, commercial, and recreational enterprises to locate, or remain, in the State of Tennessee.

(b) The Applicant desires to acquire the approximately 28.9 acres of land located on the south margin of Goose Creek Bypass and the east margin of Goose Creek Drive in the City of Franklin, Tennessee (the “City”), Tax Map 117, Parcel 19.07, as more particularly described on Exhibit A attached hereto, in order to construct an approximately 100,000 square foot office building on the portion of the Property shown on Exhibit B (the “Project”).

(c) In order to induce the Applicant to undertake the Project, the IDB would acquire the Project (the “Facility”), from the Applicant, which Facility would be leased by the IDB back to the Applicant pursuant to a certain Facility Lease Agreement (as amended or supplemented from time to time, the “Facility Lease”).

(d) As a further inducement to the Applicant to undertake the Project, the City has agreed to (i) assign a dedicated staff member from its development services team to facilitate any necessary zoning changes, permits and construction to meet the Applicant's development time line and (ii) designate the Assistant City Administrator to be the Applicant's primary contact to ensure an expedited and efficient permitting process by the City (the Additional City Incentives”).

(e) In order to provide for certain payments to the County and to provide the Additional City Incentives to the Applicant, the IDB, the City and the County will enter into an Intergovernmental Agreement.

(f) It is estimated by the Applicant that undertaking the Project will enable the Applicant to employ approximately 277 full time equivalent persons by the end of December, 2030, including salaried and direct hourly people at the Project.

(g) The IDB has duly considered the nature of the Project and is of the opinion that the assistance specified in Section 2 hereof will develop trade and commerce in and adjacent to the City and County; will induce the Applicant to provide the Project; will serve to substantially maintain or increase employment opportunities in the State of Tennessee, thereby alleviating conditions of unemployment; will contribute to the general welfare; and will, therefore, be in furtherance of the public purposes for which the IDB was created.

(h) The IDB has, therefore, determined that the undertaking of the PILOT transaction, is necessary to implement the public purposes enumerated in the Act.

2. Undertakings on the Part of the IDB. Subject to the provisions and limitations contained in the Act and in any and all other applicable statutes, laws, ordinances, and regulations, whether federal, state, local, or otherwise, the IDB hereby agrees as follows:

(a) That it will acquire the Project, enter into the Facility Lease, pursuant to which the rent thereunder will include the PILOT payments, that the Applicant shall have the option to purchase the Facility from IDB for a nominal consideration at any time, and such Facility Lease shall contain such other provisions as are customary for similar leases in PILOT transactions in the State of Tennessee, and as are mutually agreeable to the IDB, the Applicant and the Applicant;

(b) That it will adopt, in connection with the execution and performance of the Facility Lease, such proceedings as may be necessary or desirable for the execution and delivery of a PILOT Tax Agreement (the “Tax Agreement”), providing for the abatement of ad valorem property taxes to the County and the City (the “In Lieu of Tax Payments”) for the Project for each year beginning January 1 and ending December 31 in an amount equal to the percentage of the Applicable Ad Valorem Taxes for such year set forth below::

(i) Land and Buildings

<u>Applicable Year</u>	<u>Percentage of Applicable County Ad Valorem Taxes Abated:</u>	<u>Percentage of Applicable City Ad Valorem Taxes Abated:</u>
Effective Date through the end of the year in which the Facility is complete (“Facility Completion”).	0%	0%
Year 1 following Facility Completion through Year 10 following Facility Completion	40.5%	40.5%
Thereafter,	0%	0%

(ii) The term “Applicable County Ad Valorem Taxes” means an amount equal to the full tax payment that would have been due and payable to Williamson County, Tennessee, if the Applicant had owned such Facility. The term “Applicable City Ad

Valorem Taxes” means an amount equal to the full tax payment that would have been due and payable to the City of Franklin, Tennessee, if the Applicant had owned such Facility.

(iii) Notwithstanding the foregoing, once the total of the Applicable County Ad Valorem Taxes and the Applicable City Ad Valorem Taxes on the Facility after Year 1 following Facility Completion exceed the total In Lieu of Tax Payments by \$1,900,230, with the result that the Applicant by reason of its leasehold interest in the Facility have received \$1,900,230 in tax reductions as a result of this transaction, the In Lieu of Tax Payments required hereunder shall become 100% of the Applicable County Ad Valorem Taxes and the 100% of the Applicable City Ad Valorem Taxes.

(iv) On or before January 31, 2031, the Company shall provide written notice to the IDB stating the number of Qualifying Employees employed in the Facility as of December 31, 2030 (“Reported Jobs”). Commencing on January 1, 2031 and for each year thereafter, if the number of Reported Jobs in the previous year is lower than 222 (being eighty percent (80%) of the number of jobs anticipated to be in The Facility at such time), then the Company shall make an additional In Lieu of Tax Payment for The Facility (the “Additional Payment”) for that year in an amount of the Applicable Ad Valorem Taxes for The Facility proportionate to the amount by which 222 exceeds the number of Reported Jobs. Specifically, the Additional Payment shall be the amount determined by (i) subtracting (A) the quotient obtained by dividing the number of Reported Jobs by 222 from (B) 1, rounded to the nearest percentage point, and (ii) multiplied by the Applicable Ad Valorem Taxes for The Facility. By way of example, if the number of Reported Jobs as of December 31, 2030 is 200, the Additional Payment would be 10% of the Applicable Ad Valorem Taxes for The Facility [$1-(200/222) = 0.099 = 10\%$]. In no event shall the Additional Payment plus the In Lieu of Tax Payment for The Facility exceed 100% of the Applicable Ad Valorem Taxes for The Facility.

(v) Definitions:

- (A) “Applicable Ad Valorem Taxes” shall mean the sum of the Applicable City Ad Valorem Taxes and the Applicable County Ad Valorem Taxes.
- (B) “Applicable City Ad Valorem Taxes” shall mean any ad valorem taxes that, but for ownership of the Project by the Issuer, would have been due and payable to the City pursuant to T.C.A. § 67-5-103 by the Company with respect to the Project.
- (C) “Applicable County Ad Valorem Taxes” shall mean any ad valorem taxes that, but for ownership of the Project by the Issuer, would have been due and payable to the County pursuant to T.C.A. § 67-5-102 by the Company with respect to the Project.
- (D) “Effective Date” shall mean the date of the Tax Agreement.

(E) “Qualifying Employees” means full-time equivalent employees employed by the Company at the Project hired for a minimum of 35 hours per week.

(c) That it will adopt, in connection with the Facility Lease and the Tax Agreement such proceedings as may be necessary or desirable for the execution and delivery, on behalf of the IDB, of such other, further, or different documents as may be necessary or desirable to secure the obligation of the IDB and to effectuate the assistance set forth in this Section 2, such other or further documents to contain such terms and provisions as may be mutually satisfactory to the IDB and the Applicant.

(d) That it will enter into an Intergovernmental Agreement with the City and the County in order to provide the Additional County Incentives and the Additional City Incentives to the Applicant.

(e) That it will forward to the Applicant any invoices provided by the County for any amount that the Applicant owes to the County or any third parties pursuant to Section 3(c). The IDB directs that the Applicant pay such amounts owed to the County pursuant to Section 3(c) directly to the County or such third parties.

(f) That it will perform such other or further acts and adopt such other or further proceedings as may be necessary or desirable to faithfully implement its undertakings hereunder.

3. Undertakings on the Part of the Applicant. The Applicant hereby agrees, if it elects to undertake the Project, as follows:

(a) That it will authorize, execute, and deliver such other, further, or different documents as may be necessary or desirable to effectuate the assistance set forth in Section 2 hereof, such other or further documents to contain such terms and provisions as may be mutually satisfactory to the IDB and the Applicant.

(b) That it will perform such other or further acts and adopt such other or further proceedings as may be reasonably necessary or desirable to faithfully implement the undertakings hereunder of the Applicant.

(c) That it will pay the reasonable legal fees, costs and other expenses of the County up to the amount of \$10,000. For any reasonable legal fees, costs and other expenses of the County in excess of \$10,000, the Applicant will pay one half of those costs to the County . The Applicant shall pay any amounts owed to the County pursuant to this section directly to the County or third parties.

4. No Liability. Notwithstanding anything to the contrary in this agreement, or any other agreement, document, instrument or certificate in connection herewith, no recourse shall be made against the IDB, its directors or officers for the payment or performance, or failure of performance by the IDB, of any obligations, warranties, covenants, terms, conditions or other agreements hereunder or thereunder.

The County and the City shall not in any event be liable for the performance of any pledge, mortgage, obligation, or agreement of any kind whatsoever herein by the Issuer, and none of the Issuer's agreements or obligations under this Agreement shall be construed to constitute a pledge of the taxing power or an indebtedness of the County or the City within the meaning of any constitutional or statutory provision whatsoever.

5. Mutual Agreements as to Terms of Documents. All commitments herein contained of the IDB and of the Applicant are subject to the express condition that the IDB and the Applicant agree upon mutually acceptable terms and conditions of all documents, including, but not limited to, the Facility Lease and the Tax Agreement, contemplated by the provisions hereof.

6. Termination of Agreement. This Agreement, and all of the terms and provisions hereof, shall terminate and be of no further force and effect from and after the execution of the Facility Lease. Furthermore, if such Facility Lease, for any reason whatsoever, has not been entered into and delivered within two (2) years from the date hereof, unless extended by the IDB, this Agreement, and all of the terms and provisions hereof (except as herein otherwise expressly provided), shall become, at the option of any party hereto, void and of no further force and effect; provided, however, that upon such cancellation for any reason, the Applicant shall reimburse the IDB, for any out-of-pocket or other expenses which the IDB, may have incurred in connection with the agreements herein contained, including without limitation the reasonable legal fees of IDB's counsel, and such obligation to pay such expenses shall survive any termination hereof.

7. Execution of Agreement. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

8. Successors and Assigns. This Agreement shall be binding upon the heirs, executors, successors and assigns, as applicable, of the parties hereto.

IN WITNESS WHEREOF, the parties hereto, each after due consideration and authorization, have executed this Agreement as of the day and date first above written.

IDB:

**INDUSTRIAL DEVELOPMENT BOARD OF
WILLIAMSON COUNTY, TENNESSEE**

By: _____
Name: _____
Title: _____

APPLICANT:

IN-N-OUT BURGERS, a California corporation

By: _____
Name: _____
Title: _____

EXHIBIT A
Real Property

Being a 28.909 more or less acre tract of land lying in the 10th Civil District of Williamson County, Tennessee, and being the same property conveyed to Martha L. Moran, as evidenced by deed of record in Deed Book 3154, page 83, Register's Office for Williamson County, Tennessee, and being more particularly described according to a survey by Anderson, Delk, Epps & Associates, Inc., Mark E. Lowrance, Tennessee Registered Land Surveyor No. 1660, dated August 7, 1998, revised May 19, 2005 and May 24, 2005, as follows:

Beginning at an iron pin set on the southerly right of way of Goose Creek Bypass (State Route 248), said point being the most northwesterly corner of the GC Partners Property of record in Deed Book 1028, Page 212, Register's Office for Williamson County, Tennessee, and the most northeasterly corner of the herein described tract; thence with the westerly line of said GC Partners Property, South 24 degrees 20 minutes 27 seconds West a distance of 602.66 feet to an iron pin at the most northeasterly corner of Lot 113 on the Plan of Goose Creek Estates, Minor Revision to Section One, of record in Plat Book 24, page 10, Register's Office for Williamson County, Tennessee; thence with the northerly line of said plan of Goose Creek Estates, Minor Revision to Section One, North 81 degrees 30 minutes 10 seconds West a distance of 1978.78 feet to an iron pin set on the easterly margin of Goose Creek Estates, of record in Plat Book 24, page 133, Register's Office for Williamson County, Tennessee; thence with the easterly right of way of Goose Creek Drive, the following four calls:

Around a curve to the right through a central angle of 17 Degrees 17 minutes 39 seconds, a radius of 461.86 feet, an arc distance of 139.41 feet, a chord bearing of North 01 degrees 39 minutes 03 seconds West, a chord distance of 138.88 feet to an iron pin; thence North 06 degrees 59 minutes 47 seconds East a distance of 109.46 feet to an iron pin, around a curve to the left through a central angle of 09 degrees 56 minutes 44 seconds, a radius of 930.00 feet, an arc distance of 161.43 feet, a chord bearing of North 02 degrees 01 minutes 25 seconds East, a chord distance of 161.23 feet to an iron pin; thence North 02 degrees 56 minutes 57 seconds West a distance of 173.34 feet to an iron pin;

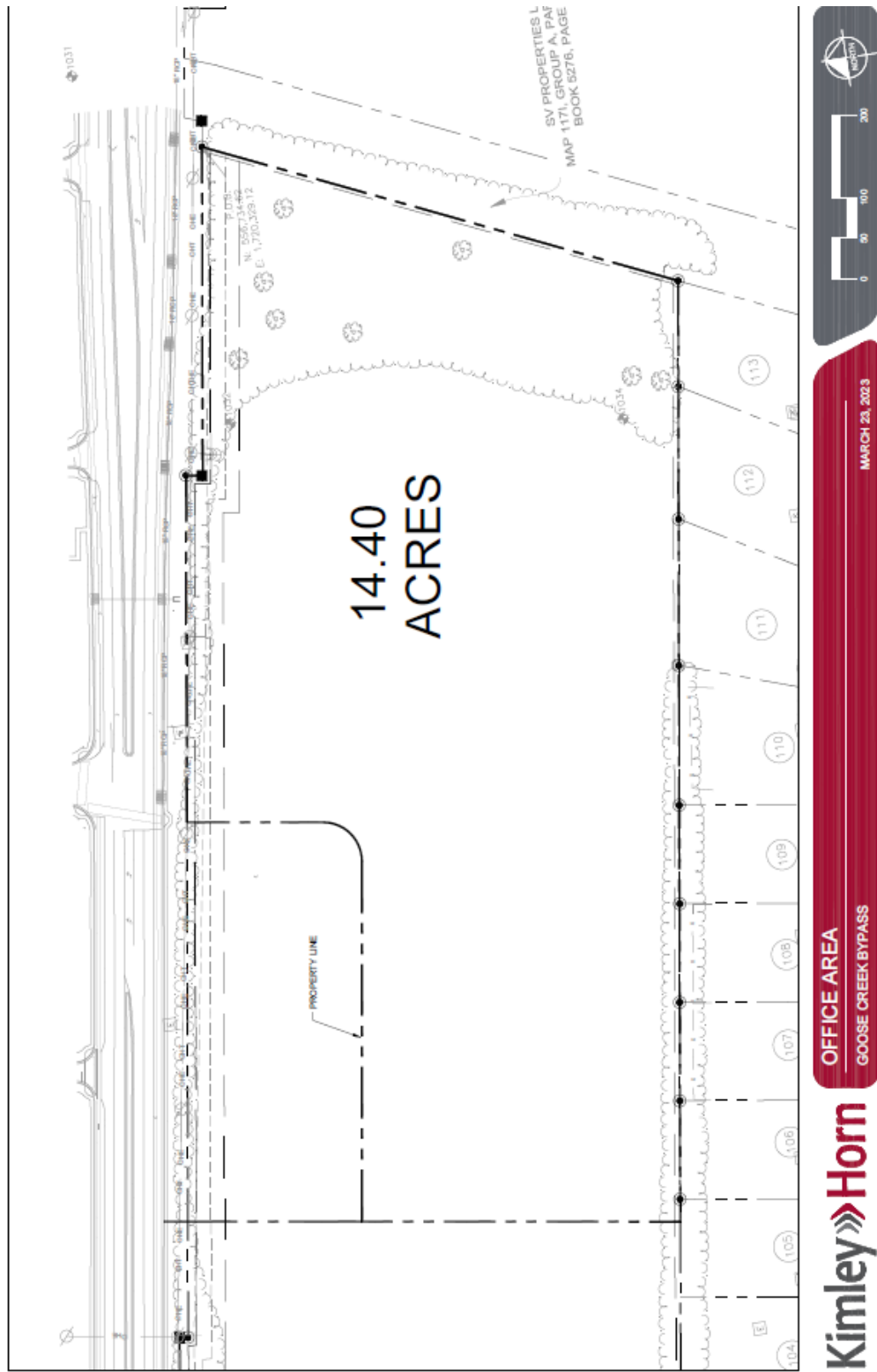
Thence around a return curve to the right through a central angle of 97 degrees 07 minutes 25 seconds, a radius of 17.49 feet, an arc distance of 29.64 feet, a chord bearing of North 45 degrees 36 minutes 46 seconds East, a chord distance of 26.22 feet to an iron pin on the southerly right of way of Goose Creek Bypass; thence with said right of way of Goose Creek Bypass, the following five calls:

Around a curve to the right through a central angle of 04 degrees 21 minutes 37 seconds, a radius of 4523.66 feet, an arc distance of 344.26 feet, a chord bearing of South 83 degrees 38 minutes 43 seconds East, a chord distance of 344.18 feet to an iron pin; thence South 81 degrees 30 minutes 10 seconds East a distance of 413.00 feet to a concrete right of way monument; thence South 08 degrees 29 minutes 50 seconds West a distance of 10.00 feet to an iron pin; thence South 81 degrees 30 minutes 10 seconds East a distance of 1050.04 feet to an iron pin; thence South 08 degrees 29 minutes 50 seconds West a distance of 19.80 feet to a concrete right of way monument;

Thence South 81 degrees 26 minutes 25 seconds East a distance of 400.43 feet to the point of beginning, containing 1,259,291 square feet of 28.909 acres, more or less.

Being the same property conveyed to Mark D. Franco, Trustee, a seventy-five percent (75%) undivided interest, and Michele Barrett, a twenty-five percent (25%) undivided interest, as tenants in common by Limited Warranty Deed from Martha L. Moran of record in Deed Book 3575, Page 867, Register's Office for Williamson County, Tennessee.

EXHIBIT B
Drawing of Office Site



**INTERGOVERNMENTAL AGREEMENT
(IN-N-OUT BURGERS PROJECT)**

This Intergovernmental Agreement (the “Agreement”) is made and entered into as of the ___ day of _____, 2023, by and among the City of Franklin, Tennessee (“the City”), Williamson County, Tennessee (the “County”) and the Industrial Development Board of Williamson County, Tennessee (the “IDB”).

WITNESSETH:

WHEREAS, the City and the County are vitally interested in promoting economic development within the boundaries of the City and the County; and

WHEREAS, pursuant to Chapter 7, Title 53 of the Tennessee Code Annotated (the “Act”), the County has created the IDB for the purpose of exercising all powers granted to an industrial development board by the Act; and

WHEREAS, the IDB is authorized under Tennessee Code Annotated § 7-53-312 to enter into agreements to effectuate payment in lieu of tax incentives with manufacturing, industrial, commercial and financial enterprises with respect to one or more projects for such payments and upon such terms and conditions as the IDB, upon delegation of approval by the County, may deem advisable in accordance with the provisions of the Act in order to maintain and increase employment opportunities by inducing such enterprises to locate in, expand or to remain in the State of Tennessee (a “PILOT Incentive”); and

WHEREAS, pursuant to the Act, the IDB has approved, subject to the approval of the delegation of authority to negotiate a PILOT Incentive by the County Commission, a certain Project Inducement Agreement (the “Inducement Agreement”) the form of which is attached hereto as Exhibit 1 and is incorporated herein by this reference, setting forth, among other things, the terms and conditions of a PILOT Incentive to induce In-N-Out Burgers, a California corporation (the “Company”), to acquire the approximately 28.9 acres of land in the City (APN: 117-019.07-000) in order to construct an approximately 100,000 square foot office building on the portion of the Property shown on Exhibit 2 (the “Project”); and

WHEREAS, the County desires to approve the delegation of authority to the IDB to negotiate a PILOT Incentive for the Company consistent with the terms of the Inducement Agreement; and

WHEREAS, the County and the City desire to approve certain additional incentives to be provided to the Company by either the City or the County, as set forth in the Inducement Agreement; and

WHEREAS, pursuant to Tenn. Code Ann. § 12-9-108, the IDB, the County and the City are authorized to contract to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform; and

WHEREAS, it is deemed necessary and desirable by the IDB, the County and the City that the parties enter into an agreement as authorized by Tenn. Code Ann. § 12-9-108 for the purpose of establishing the rights and obligations of the parties hereunder regarding the Project.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the parties agree as follows:

1. Duties of the IDB. The IDB covenants and agrees as follows:
 - (a) That it will enter into the Inducement Agreement with the Company.
 - (b) That it will provide invoices to the Company for any amounts owed by the Company to the County pursuant to the Inducement Agreement and direct the Company to pay directly to the County such amounts owed to the County.
 - (c) That it will perform such other or further acts and adopt such other or further proceedings as may be necessary or desirable to faithfully implement its undertakings under the Inducement Agreement and this Agreement.
2. Duties of the County. The County covenants and agrees as follows:
 - (a) That it will approve the delegation of authority to the IDB to negotiate a PILOT Incentive for the Company consistent with the terms of the Inducement Agreement.
 - (b) That it will provide invoices to the IDB for any amounts owed by the Company to the County pursuant to the Inducement Agreement.
 - (c) That it will perform such other or further acts and adopt such other or further proceedings as may be necessary or desirable to faithfully implement its undertakings under this Agreement.
3. Duties of the City. The City covenants and agrees as follows:
 - (a) That it will assign a dedicated staff member from its development services team to facilitate any necessary zoning changes, permits and construction to meet the Company's development time line.
 - (b) That it will designate the Assistant City Administrator to be the Company's primary contact to ensure an expedited and efficient permitting process by the City.
 - (c) That it will perform such other or further acts and adopt such other or further proceedings as may be necessary or desirable to faithfully implement its undertakings under this Agreement.

4. Term.

(a) The duties and responsibilities of the parties hereunder shall commence as of the date hereof and shall continue until all the obligations of the parties under this Agreement, the Inducement Agreement and the Facility Lease and Tax Agreement entered into pursuant to the Inducement Agreement, have been performed in full (the “Term”).

(b) Notwithstanding anything to the contrary herein, termination of this Agreement shall not be permitted if such termination would impair in any way the ability or capacity of any of the parties hereto to fully and timely fulfill its obligations under the Inducement Agreement.

5. Default. In the event any of the parties hereto shall fail to perform any of its obligations hereunder or shall become unable to perform by reason of bankruptcy, insolvency, receivership or other similar event, then the non-defaulting party, so long as said party is not itself in default hereunder, may seek specific performance, mandamus or other extraordinary relief to compel the defaulting party to perform hereunder.

6. Severability. If a court of competent jurisdiction or an arbitrator determines that any term of this Agreement is invalid or unenforceable to any extent under applicable law, the remainder of this Agreement (and the application of this Agreement to other circumstances) shall not be affected thereby, and each remaining term shall be valid and enforceable to the fullest extent permitted by law.

7. Construction of Agreement. Each of the parties hereto has agreed to the use of the particular language of this Agreement, and any question regarding the meaning of this Agreement shall not be resolved by any rule providing for construction against the party who caused the uncertainty to exist or against the draftsman.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

9. Entire Agreement. This Agreement contains the entire understanding among the parties with respect to the matters contained herein, and supersedes any prior understanding and agreements between them respecting the within subject matter. This Agreement may be amended only by a written instrument executed by all the parties. There are no representations, agreements, arrangements or understandings, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

10. Amendments. Any amendment to any provision of this Agreement shall not be effective unless approved by the County, the City and the IDB.

11. Headings. The paragraph headings are inserted only as a matter of convenience and for references and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

12. Authorized Representatives. To the extent permitted under Tennessee law, any action required of or permitted to be taken pursuant to this Agreement by any of the parties

hereto may be performed by an authorized representative of the respective party without further action by the governing body of such party.

13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which shall constitute one and the same instrument.

[Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

IDB:

Industrial Development Board of Williamson
County, Tennessee

By: _____
Name: _____
Title: _____

COUNTY

Williamson County, Tennessee

By: _____
Name: _____
Title: _____

CITY

City of Franklin, Tennessee

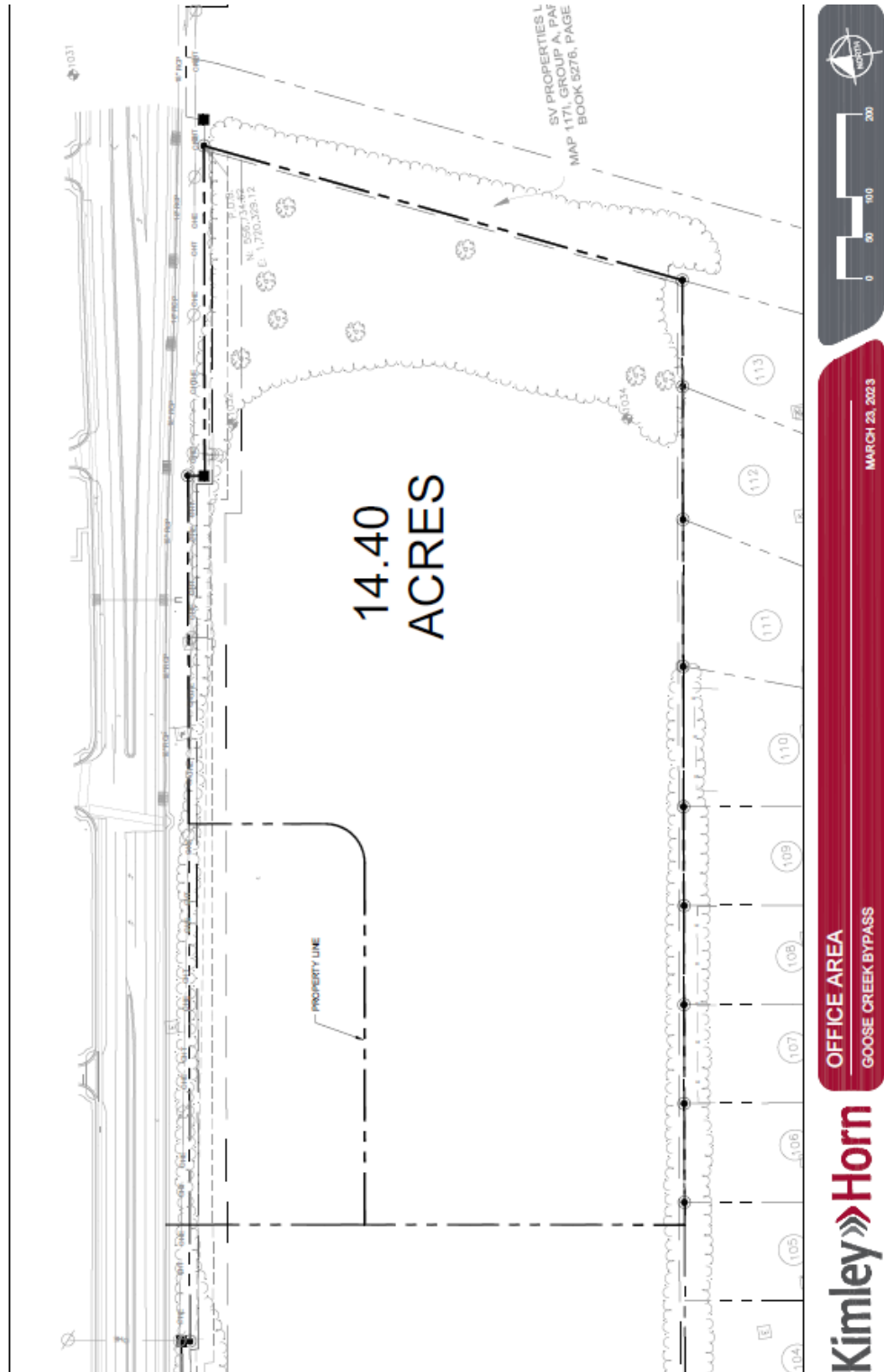
By: _____
Name: _____
Title: _____

Exhibit I

Form of Project Inducement Agreement

Exhibit 2

Drawing of Office Site





MEMORANDUM

To: City of Franklin Board of Mayor & Aldermen
Eric Stuckey, City Administrator, City of Franklin

From: Nathan Zipper, Vice President of Business Development and Investor Relations
Kel McDowell, Vice President of Government Affairs and Public Partnerships

Date: May 17, 2023

Re: In-N-Out Burger Expansion

On January 10, 2023, Tennessee Governor Bill Lee, Department of Economic and Community Development Commissioner Stuart McWhorter, Williamson County Mayor Rogers Anderson, and City of Franklin Mayor Ken Moore, along with In-N-Out Burger officials, announced the company's plans to establish an eastern territory office in Franklin.

The project, which represents the company's first expansion east of Texas, includes a \$125.5 capital expenditure investment along with the creation of at least 277 jobs with an average salary of \$91,751.

The company expects to close on the approximately 28-acre site on Goose Creek Bypass by July 31, 2023, and begin construction on a 100,000 square foot office by late 2024 with completion of the office by 2026. Additionally, the company plans to establish a retail presence on the site that will be operational by 2025.

The State of Tennessee has offered to support the company with a \$2.75M Fastrack Economic Development Grant because of the significant economic impact of this project. Tennessee Valley Authority Economic Development is also supporting the project with a cash grant to help offset the company's cost of burying the powerlines in the area and a 10-year bill credit. Additionally, subject to approval of the County Commission, Williamson County has offered a 10-year payment in lieu of taxes (PILOT) agreement.

The timeline for the potential Williamson County agreement is as follows:

Tuesday, April 18- Williamson County Industrial Board Meeting- APPROVED

Monday, June 5- Williamson County Commission Tax Study and Budget Committee

Monday, June 12- Williamson County Commission votes on proposed PILOT agreement

This is an important project for the City of Franklin, Williamson County, and the Middle Tennessee region. We appreciate your continued partnership in the work of creating career opportunities for our friends, families, and neighbors.



FOR IMMEDIATE RELEASE:

Tuesday, January 10, 2023

**Governor Lee, Commissioner McWhorter Announce In-N-Out Burger to Expand to Tennessee
with Office in Franklin, Future Restaurants**

- *In-N-Out Burger will invest \$125.5 million, create more than 275 new jobs in Williamson County*
- *Company will open first Tennessee restaurants by 2026*

FRANKLIN, Tenn. – Tennessee Gov. Bill Lee, Department of Economic and Community Development Commissioner Stuart McWhorter and In-N-Out Burger officials today announced the company's plan to invest \$125.5 million to establish an eastern territory office in Franklin, Tennessee, which represents In-N-Out's first expansion east of Texas.

The project will create 277 new jobs in Williamson County.

Located off Interstate 65 in Franklin, In-N-Out will begin construction on its 100,000-square-foot office building by late 2024, with construction slated to be complete by 2026. The eastern territory office will house positions that support various business functions, from operations management to HR and IT. In-N-Out is recognized as a company that is committed to treating its associates like family.

In addition to the eastern territory office, In-N-Out plans to open future restaurants in the region, beginning with locations in and around Nashville by 2026. Currently, In-N-Out has 385 locations throughout California, Nevada, Arizona, Utah, Texas, Oregon and Colorado. The Tennessee restaurants will be In-N-Out's first establishments east of Texas.

California's first "drive-thru" hamburger stand, In-N-Out was founded in 1948 by Harry and Esther Snyder and is still owned and operated by the Snyder family. In-N-Out still makes its own 100% American beef patties from whole chucks, all burgers are made-to-order, French fries are made from fresh, whole potatoes hand-diced minutes before enjoyed, shakes are made with real ice cream, and nothing is ever frozen or microwaved.

Since 2018, TNECD has supported more than 20 economic development projects in Williamson County, resulting in 4,200 job commitments and \$200 million in capital investment.

williamsonchamber.com
4031 Aspen Grove Drive, Suite 630
Franklin, TN 37067

QUOTES

"I'm proud to welcome In-N-Out Burger, an iconic American brand, to the Volunteer State. Tennessee's unmatched business climate, skilled workforce and central location make our state the ideal place for this family-run company to establish its first eastern United States hub. We thank In-N-Out for planting roots in Williamson County and creating new jobs for Tennesseans." – **Gov. Bill Lee**

"The Tennessee brand is supported by all the exceptional brands that do business in our state, and we are proud to add In-N-Out to our roster. As In-N-Out enters its 75th year, we welcome its growth to Tennessee and appreciate Lynsi Snyder-Ellingson and her team for selecting Franklin for this project. We are eager to see In-N-Out expand its presence to Tennessee through its new eastern territory office and additional restaurants, and we look forward to building a successful partnership with the company in the years ahead." – **TNECD Commissioner Stuart McWhorter**

"We are very excited to provide Tennesseans with our quality burgers, fries and shakes. In every decision I make, I always consider what my family would want. I have no doubt that my grandparents, dad and uncle would be proud of this decision to grow our associate family and serve even more amazing customers beginning in Nashville and the surrounding areas. This expansion is significant for our company. For many years, we've heard requests from our customers in Tennessee to consider opening locations near them, further east than we've ever been. Our customers are our most important asset at In-N-Out, and we very much look forward to serving them in years to come and becoming part of the wonderful communities in the Volunteer State." – **Lynsi Snyder-Ellingson, In-N-Out owner and president**

"Few companies are as iconic, or have as many loyal customers, as In-N-Out Burger. That they have chosen to expand their office and construct a retail location in our community is terrific news not just for Williamson County residents, but for all Tennesseans." – **Williamson County Mayor Rogers Anderson**

"We are proud to add In-N-Out Burger to the ever-growing list of world-class companies that have decided to establish operations within the City of Franklin. We look forward to welcoming them to our community and to celebrating their continued success." – **City of Franklin Mayor Ken Moore**

"TVA and Middle Tennessee Electric congratulate In-N-Out Burger on its decision to create new jobs and investment in Williamson County. Creating job opportunities is at the core of TVA's mission to help improve the quality of life for the people we serve in the Valley and we are proud to partner with the Tennessee Department of Economic and Community Development, Middle Tennessee Electric, Williamson, Inc. in that mission and celebrate this announcement together." – **John Bradley, TVA senior vice president of economic development**

williamsonchamber.com
4031 Aspen Grove Drive, Suite 630
Franklin, TN 37067

"We could not be more excited that In-N-Out has chosen to locate an eastern territory office in Williamson County that will create 277 new, high-quality jobs. Tennessee offers the best business climate in the nation. Our low taxes, high quality of life and top-notch workforce create an environment where companies like In-N-Out can flourish. We look forward to a successful partnership with In-N-Out and wish them every success moving forward." – **Leader Jack Johnson (R-Franklin)**

"I am excited to welcome such an established and well-loved company like In-N-Out to Franklin. This substantial investment in our community will bring new jobs to our area, and hopefully marks the beginning of a larger presence the restaurant chain will have in our state. I congratulate In-N-Out on this announcement and applaud the efforts of everyone who worked diligently to make it possible." – **Rep. Sam Whitson (R-Franklin)**

About In-N-Out Burger

In-N-Out Burger was founded by Harry and Esther Snyder in 1948. California's first "drive-thru" hamburger stand, the Snyders were committed to ensuring every meal measured up to their simple business philosophy: "Give Customers the freshest, highest quality foods and provide them with friendly service in a sparkling-clean environment." To date, under the leadership of the Snyders' granddaughter, Owner and President Lynsi Snyder-Ellingson, hamburgers are still made-to-order, French fries are still made from fresh, whole potatoes hand-diced minutes before enjoyed, and shakes are still made with real ice cream. Hamburger patties are made from 100% American beef and whole chucks are boned and ground by In-N-Out's own butchers. In-N-Out supplies fresh, never frozen ingredients to all 385 locations throughout California, Nevada, Arizona, Utah, Texas, Oregon and Colorado. For more information, visit in-n-out.com.

About Williamson, Inc.

Williamson, Inc. incorporates both the Chamber of Commerce and Economic Development, which together provide unparalleled access to education, leadership development, relationship-building and up-to-the-minute information about doing business in one of the country's fastest growing counties.

Media Contacts

In-N-Out

Kathleen Hardesty
Marketing Communications Specialist
khardesty@innout.com
(949) 509-6336

Williamson, Inc.

Nathan Zipper
Vice President of Business Development and Investor Relations
nathan@williamsonchamber.com
williamsonchamber.com
4031 Aspen Grove Drive, Suite 630
Franklin, TN 37067

(615) 533-5983

###

ESTIMATE ONLY - OFFICE

100,000 SQ FT OFFICE - June 2022

OFFICE BUILDING - 100,000 SQ FT

10 Year Estimate of Valuation Abatement / Collection

	Market Value	Assessed Value	County Tax Rate	NON-SCHOOL	SCHOOL	County Tax (40.5%) ABATEMENT	County Tax (59.5%) Collection
Year 1	\$50,350,000	\$20,140,000	\$ 1.83	\$ 0.74	\$ 1.09	\$149,036	\$219,526
Year 2	\$50,350,000	\$20,140,000	\$ 1.83	\$ 0.74	\$ 1.09	\$149,036	\$219,526
Year 3	\$50,350,000	\$20,140,000	\$ 1.83	\$ 0.74	\$ 1.09	\$149,036	\$219,526
Year 4	\$54,378,000	\$21,751,200	\$ 1.83	\$ 0.74	\$ 1.09	\$160,959	\$237,088
Year 5	\$54,378,000	\$21,751,200	\$ 1.83	\$ 0.74	\$ 1.09	\$160,959	\$237,088
Year 6	\$54,378,000	\$21,751,200	\$ 1.83	\$ 0.74	\$ 1.09	\$160,959	\$237,088
Year 7	\$54,378,000	\$21,751,200	\$ 1.83	\$ 0.74	\$ 1.09	\$160,959	\$237,088
Year 8	\$58,728,240	\$23,491,296	\$ 1.83	\$ 0.74	\$ 1.09	\$173,836	\$256,055
Year 9	\$58,728,240	\$23,491,296	\$ 1.83	\$ 0.74	\$ 1.09	\$173,836	\$256,055
Year 10	\$58,728,240	\$23,491,296	\$ 1.83	\$ 0.74	\$ 1.09	\$173,836	\$256,055
Total 10 Yr Anticipated Tax Abatement / Collection						\$ 1,612,450	\$ 2,375,096

*MARKET VALUE: VALUE OF \$50,350,000 IS BASED ON THE EXTREME HIGH QUALITY BUILD THAT THIS PROJECT HAS REPORTED. THE RENTS ARE PROJECTED 10-12% HIGHER THAN CURRENT NEW CONSTRUCTION RENTS. A COUNTY WIDE RE-ASSESSMENT WOULD OCCUR IN YEAR 4 (2029) & YEAR 8 (2033) RESULTING IN INCREASE MARKET VALUE.

Breakdown of "Non-School" and School" is an estimate only and may vary depending on budgeting allocation.

Real Property
Market Value
\$50,350,000

Re-Assess Value Change

Year 4 **8%**
Year 8 **8%**

10 Year

Abatement	Collection
\$ 1,612,450	\$ 2,375,096

NOTES: at \$45sqft; 7% OAR

dch - WCG June 2022

Property Tax Abatement - City of Franklin - In-N-Out Burger - 10 Years

	<u>Year</u>	<u>Abatement %</u>	<u>Property Tax Abatement</u>	<u>Property Tax To Be Paid</u>	<u>Total Estimated Taxes *</u>
1	2026	40.5%	26,599	39,078	65,677
2	2027	40.5%	26,599	39,078	65,677
3	2028	40.5%	26,599	39,078	65,677
4	2029	40.5%	28,727	42,204	70,931
5	2030	40.5%	28,727	42,204	70,931
6	2031	40.5%	28,727	42,204	70,931
7	2032	40.5%	28,727	42,204	70,931
8	2033	40.5%	31,025	45,580	76,605
9	2034	40.5%	31,025	45,580	76,605
10	2035	40.5%	31,025	45,580	76,605
11	2036	40.5%	0	76,605	76,605
12	2037	40.5%	0	82,734	82,734
13	2038	40.5%	0	82,734	82,734
14	2039	40.5%	0	82,734	82,734
15	2040	40.5%	0	82,734	82,734
16	2041	40.5%	0	89,352	89,352
17	2042	40.5%	0	89,352	89,352
18	2043	40.5%	0	89,352	89,352
19	2044	40.5%	0	89,352	89,352
20	2045	40.5%	0	96,500	96,500
	Total		287,780	1,284,236	1,572,016

Assumes 1% growth in valuation/tax rate each year. Actual numbers may vary.



City of Franklin

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

File #: 21-04598

DATE: May 4, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Bill Squires, Asst. City Attorney
Jessica Davey, Revenue & Licensing Manager

SUBJECT:

Consideration Of Ordinance 2023-12, An Ordinance To Amend Title 8, Chapter 2, Section 219 Of The Franklin Municipal Code Relative To Background Checks For Beer Permit Applicants
Beer 5/9/23, 3-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning an ordinance to establish a ten-year lookback period for all background checks for beer permit applicants.

BACKGROUND/STAFF COMMENTS:

Currently, the City of Franklin Municipal Code provides that business owners that have been convicted of certain crimes within the past ten years shall not be eligible for a beer permit. Further, the Code states that owners or managers having been convicted of driving under the influence (DUI) may be denied a beer permit, specifying no time frame limitation. Adding a ten year lookback period for all background checks relative to beer permit applications is reasonable, sufficient, and consistent.

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2023-12.

ORDINANCE 2023-12

**AN ORDINANCE TO AMEND TITLE 8, CHAPTER 2, SECTION 219 OF THE
FRANKLIN MUNICIPAL CODE RELATIVE TO BACKGROUND CHECKS FOR
BEER PERMIT APPLICANTS.**

WHEREAS, in order to promote the health, safety, human rights, prosperity, and general welfare of the people of Franklin, Tennessee, the Board of Mayor and Aldermen is authorized to prescribe regulations and standards relative to beer permits within the City; and

WHEREAS, the City of Franklin Municipal Code Title 8, Chapter 2, Section 219 subsection (1) provides that owners having at least a five percent interest in the applicant that have been convicted of certain crimes within the past ten years shall not be eligible for a beer permit; and

WHEREAS, the City of Franklin Municipal Code Title 8, Chapter 2, Section 219 subsection (2) provides that an owner or manager having been convicted of driving under the influence (DUI) may be denied a beer permit, specifying no time frame limitation; and

WHEREAS, a ten-year lookback period for all background checks for beer permit applicants is reasonable, sufficient, and consistent; and

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

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

SECTION I. That the Franklin Municipal Code, Title 8, Chapter 2, Section 219 be deleted in its entirety and replaced with the following:

Sec. 8-219. - Issuance of permits to persons convicted of certain crimes prohibited.

(1) No beer permit shall be issued to any person, firm, corporation, joint stock company, syndicate, or association, when any person having at least a five percent interest in the applicant has been convicted of any violation of the laws against possession, sale, manufacture, or transportation of beer or other alcoholic beverages, or of any felony, or of any crime involving moral turpitude, within the past ten years. For purposes of this section, moral turpitude means an act of baseness, vileness, or depravity in private and social duties owed to someone or to society in general, contrary to accepted rule or right and duty between two or more people.

(2) Further, a beer permit may be denied where an owner or manager has been convicted of driving under the influence (DUI), within the past ten years. Provided, however, that a manager with a DUI conviction may continue such employment if that person is also the holder of a valid server permit issued by the alcoholic beverage commission.

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

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

Eric Stuckey
City Administrator

By: _____

Dr. Ken Moore
Mayor

Approved as to form by:

William E. Squires
Assistant City Attorney

PASSED FIRST READING

PASSED SECOND READING:



File #: 21-04609

DATE: April 25, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Lisa Clayton, Director of Parks
Heather Eusebio, Research & Planning Specialist

SUBJECT:

Consideration Of Ordinance 2023-14, An Ordinance To Amend Title 25 - Parks, Chapter 4, Section 25-403, Section 25-405, And Appendix A Of The City Of Franklin Municipal Code, To Establish Exemptions To The Parkland Impact Fees, Maximum Dwelling Units For Payment In Full, And Comprehensive Fees And Penalties Offsets, For Private And Public Parkland Amenities

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the amendment to the Parkland Ordinance to establish exemptions to the Parkland Impact Fees, maximum dwelling units for payment in full, and comprehensive fees and penalties offsets for private and public parkland amenities.

BACKGROUND/STAFF COMMENTS:

The City of Franklin's intention is that new growth in residential development should pay its proportionate share to maintain the existing resident to parkland ratio so as not to impose on existing City of Franklin taxpayers. Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in this ordinance. Ordinance 2023-14 establishes the following:

1. Exemptions: charitable organizations, state licensed beds, group homes/temporary houses, development of existing structures and commercial properties
2. Dwelling units that require payments in full: 12 dwelling units or fewer & detached accessory dwelling units
3. Comprehensive fees & offsets (Private & Public): 25% to City, 25% eligible for private, 50% eligible for public (*eligibility status for developments requesting both private & public offsets in the same development*)

Type of Improvement	COF	Development	Reimbursement for What?
Private	50%	50%	Improvement Construction, but not land
Public	25%	75%	Improvement Construction and Land
Private & Public	25%	25% Private 50% Public	Both Private/Public Improvement Construction and Land
COF Owned 5-Acre Park	0%	100%	Improvement Construction and Land

FINANCIAL IMPACT:

There is no financial impact.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve Ordinance 2023-14.

ORDINANCE 2023-14

AN ORDINANCE TO AMEND TITLE 25 – PARKS, CHAPTER 4, SECTION 25-403, SECTION 25-405, AND APPENDIX A OF THE CITY OF FRANKLIN MUNICIPAL CODE, TO ESTABLISH EXEMPTIONS TO THE PARKLAND IMPACT FEES, MAXIMUM DWELLING UNITS FOR PAYMENT IN FULL, AND COMPREHENSIVE FEES AND PENALTIES OFFSETS, FOR PRIVATE AND PUBLIC PARKLAND AMENITIES.

WHEREAS, the City of Franklin’s intention is that new growth in Residential Development should pay its proportionate share to maintain the existing resident to parkland ratio as not to impose costs on existing City of Franklin taxpayers; and

WHEREAS, the City of Franklin values public parkland as an important community amenity and a central tenet of quality of life for its citizens, thereby requiring a Parkland Impact Fee or, as an alternative, Parkland Dedication for new Residential Development; and

WHEREAS, operating and maintenance costs for public parkland of less than five (5) acres is not cost effective for the City; and

WHEREAS, private improvements in new Developments are encouraged to provide park-like amenities that are accessible and able to be enjoyed by those residing within the Development and, throughout the City of Franklin; and

WHEREAS, Envision Franklin, the City of Franklin Land Use Plan, supports the provision of park and recreation facilities throughout the City and in new Developments that meet the needs of all citizens of Franklin; and

WHEREAS, in 2016, the City of Franklin Board of Mayor and Aldermen approved the Franklin Comprehensive Parks and Recreation Master Plan (the “Plan”), which provides planning policy and guidance for the development of a municipal park and recreation system for the City of Franklin; and

WHEREAS, the Plan assessed the need for parkland and park improvements to serve the residents of Franklin; and

WHEREAS, the Plan also carefully assessed the level of service provided by the park and recreation system, and the City wishes to retain that level of service by establishing Parkland Impact Fees and Parkland Dedication requirements based on individual Dwelling Units created by each new Development so new Dwelling Units bear their proportionate share of the cost of retaining the current level of service; and

WHEREAS, Parkland Impact Fees and Parkland Dedication requirements are based on the mathematical formulas and allocations set forth in this ordinance; and

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

SECTION I. That Title 25, Chapter 4, Section 25-403 (4) of the City of Franklin Municipal Code is hereby deleted in its entirety and replaced with the following language, and Section 25-403 (19) of the City of Franklin Municipal Code is hereby added with the following language. The revised Section 25-403 is to be re-numbered sequentially:

Sec. 25-403. Definitions.

- (4) *Developer* means any individual, firm, co-partnership, joint venture, association, corporation, estate, trust, business trust, receiver, syndicate, or other group, combination, or entity responsible for a new Development or a new Development project. Developer does *not* include: 501(C)3 classified charitable organizations, State licensed beds, group homes/temporary houses, redevelopment of an existing structures, and or commercial properties are not defined as a Developer.
- (19) *Detached Accessory Dwelling Unit* means a secondary dwelling unit separate from the principal structure on the same lot. A detached accessory dwelling includes, but is not limited to, independent structures, a dwelling unit above a garage, or an attachment to a workshop or other accessory structure on the same lot as the principal structure. A detached accessory dwelling unit cannot be bought or sold separately.

SECTION II. That Title 25, Chapter 4, Section 25-405 of the City of Franklin Municipal Code is hereby deleted in its entirety and replaced with the following language, and is approved to read as follows:

Sec. 25-405

Developers shall be required to meet the Parkland Impact Fee requirements through payment of a Parkland Impact Fee in the amount as set forth in Appendix A – *Comprehensive Fees and Penalties Chapter 25, Parks*. Such Parkland Impact Fees shall be due at the same time as the fees that are due for recording of the final plat, or for issuance of a building permit, whichever occurs first, or in accordance with the provisions of the City of Franklin Charter or a contract for Parkland Impact Fees, Parkland Dedication, and/or Construction of Park Improvements approved by the BOMA, when applicable. If the total amount of new dwelling units is less than twelve (12) units or if the new dwelling is a detached accessory dwelling unit, the Owner shall pay one hundred percent (100%) of the Total Parkland Impact Fee obligation at the recording of the first plat, or issuance of the first building permit (when a plat is not required), for any property that includes a structure with a dwelling unit.

SECTION III. That Title 25, Chapter 4, Appendix A, Comprehensive Fees and Penalties, of the

City of Franklin Municipal Code is hereby deleted in its entirety and replaced with the following language and is approved to read as follows:

CHAPTER 25. -PARKS

Parkland Impact Fee	\$4,304 per Dwelling Unit* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * To be eligible to receive up to the full 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off-sets, Parkland Construction in Lieu of Parkland Impact Fee Off-sets, and/or Private Park and Recreation Amenities Off-sets, the density of the proposed development and Parkland Impact Fee formula shall require a total amount of parkland dedicated or set-aside equal to or greater than 5-acres. * If the amount of parkland dedicated or set-aside is less than 5-acres, then the developer shall be responsible for paying 25% of the total Parkland Impact Fee per Dwelling Unit. The developer may then be eligible to receive Off-sets on the remaining 75% of the total Parkland Impact Fee obligation.
Parkland Dedication in Lieu of Parkland Impact Fee Off-sets	(Amount of Parkland Dedicated or set-side x Cost of 1 Acre of Land)* * Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. * The value of the Parkland Dedication in Lieu of Parkland Impact Fee Off-set that may be granted shall be based on the amount of land being dedicated (public) or set-aside (private) multiplied by the following 2017 city-wide average price of land per acre: Cost of 1 Acre of Land Located Outside Floodplain: \$62,121 Cost of 1 Acre of Land Located Inside Floodplain: \$45,757 * Off-sets for Parkland Dedications of less than 5 acres shall be calculated at 75% of the value of the parkland and improvements with 25% of the total Parkland Impact Fee obligation being designated for Community-type parks in the quadrant in which the fee was collected.

Construction of Public Park Improvements in Lieu of Parkland Impact Fee Off-sets	Estimated Cost of Construction of Proposed Park Improvements - Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements. - The value of the Offset that may be granted for the Construction of Public Park Improvements shall be based on the actual cost to construct the proposed public park improvements submitted by the Developer up to the value of the total Parkland Impact Fee obligation upon submittal of documentation showing the actual cost of the improvement.
Private Park and Recreation Amenities Off-sets	Off-sets may be granted for private park and recreation amenities based on the following criteria: <u>Off-sets for Private Parkland Set-aside for Private Use:</u> Calculated at 25% of the Parkland Dedication in Lieu of Parkland Impact Fee Off- set Amount
	<u>Off-sets for Private Parkland Set-aside available for Public Use when in an all-access public easement:</u> Calculated at 100% of the Parkland Dedication in Lieu of Parkland Impact Fee Off- set Amount if the parkland improvement is a project consistent with the Comprehensive Parks and Recreation Master Plan. <u>Off-sets for Construction of Private Park and Recreation Amenities – Not Open to the Public:</u> 25% of the total required amount of \$4,304.00 per dwelling unit will go to the City. 50% of the total required amount of \$4,304.00 per dwelling unit will be eligible for off-sets if demonstrated in an exhibit and the inspection by the City is approved. Final 25% will go to the City at a pro-rated amount of \$3,228.00 per plat until obligation has been satisfied. <u>Off-sets for Construction of Private Park and Recreation Amenities – Open to the Public:</u> Calculated at 100% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project listed in the Comprehensive Parks and Recreation Master Plan.

	Calculated at 75% of the actual cost to construct the private park and recreation amenities submitted by the developer if the private park and recreation amenity is a project not listed in the Comprehensive Parks and Recreation Master Plan. Requires approval by the BOMA of a Contract for Parkland Impact Fees, Parkland Dedication and/or Construction of Park Improvements <u>Offsets for Construction of Public and Private Park and Recreation Amenities – Both Open and Not Open to the Public:</u> 25% of the total required amount of \$4,304.00 per dwelling unit will go to the City. <u>75% of the total required amount of \$4,304.00 per dwelling unit will be eligible for reimbursement:</u> If private, 25% of the total required amount of \$4,304.00 per dwelling unit will be eligible for off-sets if demonstrated in an exhibit and the inspection by the City is approved. If public, 50% of the total required amount of \$4,304.00 per dwelling unit will be eligible for off-sets if demonstrated in an exhibit and the inspection by the City is approved. The final 25% will go to the City at a pro-rated amount of \$3,228.00 per plat until the obligation has been satisfied.
--	--

SECTION III. Severability. If any section, clause, provision, or part of this ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable full force and effect. If any part of this ordinance is found to be invalid in any one or more of its several applications, all valid applications that are severable from the invalid applications shall remain in effect.

SECTION IV. Repeal and Savings Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed; provided, however, that nothing herein contained shall affect any rights, actions or causes of action which shall have accrued to the City of Franklin prior to the effective date of this ordinance.

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

(Signature page to follow)

ATTEST:

CITY OF FRANKLIN, TENNESSEE:

By: _____

Eric Stuckey

City Administrator

By: _____

Dr. Ken Moore

Mayor

Approved as to form by:

J. Blake Harper

Staff Attorney

PASSED FIRST READING

PASSED SECOND READING



City of Franklin

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

File #: 21-04681

DATE: May 11, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Deb Faulkner, Police Chief

SUBJECT:

Consideration Of COF Contract No. 2023-0033, With Axon Enterprise For Additional Axon Fleet 2 Equipment For New 2020 Police Patrol Units

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) information on the need for a new 60-month contract with Axon, to provide the Franklin Police Department with the necessary hardware, software, storage, and support for our body-worn and fleet camera programs as well as our interview room recording capabilities in the Department's Criminal Investigation Division.

BACKGROUND/STAFF COMMENTS:

Axon is the current provider for the Franklin Police Department's operations related camera/video systems. Three separate contracts, however, are in place for (1) body-worn, (2) fleet, and (3) interview room cameras, due to the tiered expansion of those services that the City has relied on Axon to incrementally provide.

The City's three contracts (00057455, 00046869, and 00055360 are terminating and Axon is refunding the City \$4,989.00 for undelivered contract services and replacing three contracts with one beginning on 07/01/2023.

FINANCIAL IMPACT:

The cost for the combined hardware, software, storage, and support, for a new 60-month period is \$2,469,872.83. Scheduled payments totaling that amount are as follows: June 2023:\$494,419.04, June 2024:\$493,863.46, June 2025:\$493,863.46, June 2026:\$493,863.46 and June 2027:\$493,863.41. Pricing was based on the Sourcwell cooperative contract no. 010720-AXN. These expenses will be incorporated into the City's General Fund budget.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen approve COF Contract 2023-0033.

INTENT TO PIGGYBACK OFF COOPERATIVE PROCUREMENT

Sourcewell Contract #010720-AXN and City of Franklin Contract No. 2023-0033

This agreement (“the Agreement”) is hereby made this ____ day of _____, 2023, by the City of Franklin, Tennessee (“Agency”) and Axon Enterprise, Inc. (“Axon”). Collectively, Agency and Axon are the “Parties.”

WHEREAS, the Agency is desirous of having Axon provide Public Safety Video Surveillance Solutions with related Equipment, Software, and Accessories, as herein described; and

WHEREAS, Axon is a party to Contract No. 010720-AXN with Sourcewell dated February 25, 2020, related to “Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories” (the “Sourcewell Contract”), which is incorporated herein by reference; and WHEREAS, Axon has agreed to provide goods and services within the scope of the Sourcewell Contract to the Agency at the same prices chargeable to Sourcewell; and

WHEREAS, the goods and/or services required by the Agency and that the Agency seeks to obtain from Axon are within the scope of the Sourcewell Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. The Parties intend to utilize the Sourcewell Contract for the goods and services detailed in Quote Q-417079 (the “Quote”) attached hereto as Exhibit A.
2. The term of this Agreement shall begin upon the date of last signature and shall continue until the expiration of the term specified within the Quote. In the event the term of the subscriptions extends past the termination or expiration of the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall remain in full force and effect as it applies to the Quote and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated in accordance with the terms of this Agreement.

This Agreement, together with Sourcewell Contract #010720-AXN, constitutes the entire agreement between the parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the parties are merged into and made a part of this agreement. To the extent that the terms of the documents conflict, the terms of this Agreement shall control.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.

DocuSigned by:
Robert E. Driscoll, Jr.
55DAEBB131A4424...
Signature: _____
Name: Robert E. Driscoll, Jr. _____
Title: VP, Assoc. General Counsel _____
Date: 5/5/2023 | 2:42 PM MST _____

City of Franklin, Tennessee

Signature: _____
Name: _____
Title: _____
Date: _____

Approved as to form:

J. Blake Harper, Staff Attorney



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

COF CONTRACT NO. 2023-0033
EXHIBIT A
Q-417079-45001.613BF
Issued: 03/16/2023
Quote Expiration: 04/28/2023
Estimated Contract Start Date: 07/01/2023
Account Number: 108051
Payment Terms: N30
Delivery Method:

SHIP TO	BILL TO
Delivery;Invoice-900 Columbia Ave 900 Columbia Ave Franklin, TN 37064-2832 USA	Franklin Police Department - TN 900 Columbia Ave Franklin, TN 37064-2832 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Bryan Fondrie Phone: 2623521354 Email: bfondrie@axon.com Fax:	Charles Warner Phone: (615) 550-8401 Email: cwarner@franklinln.gov Fax: (791) 6157913206

Quote Summary

Program Length	60 Months
TOTAL COST	\$2,469,872.83
ESTIMATED TOTAL W/ TAX	\$2,469,872.83

Discount Summary

Average Savings Per Year	\$181,408.11
TOTAL SAVINGS	\$907,040.57

Payment Summary

Date	Subtotal	Tax	Total
Jun 2023	\$494,419.04	\$0.00	\$494,419.04
Jun 2024	\$493,863.46	\$0.00	\$493,863.46
Jun 2025	\$493,863.46	\$0.00	\$493,863.46
Jun 2026	\$493,863.46	\$0.00	\$493,863.46
Jun 2027	\$493,863.41	\$0.00	\$493,863.41
Total	\$2,469,872.83	\$0.00	\$2,469,872.83

Quote Unbundled Price:	\$3,376,913.40
Quote List Price:	\$3,218,563.80
Quote Subtotal:	\$2,469,872.83

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$4,989.00)	(\$4,989.00)	\$0.00	(\$4,989.00)
BWCamTAP	Body Worn Camera TAP Bundle	135	60	\$34.79	\$32.50	\$32.50	\$263,250.00	\$0.00	\$263,250.00
BWCUwTAP	BWC Unlimited with TAP	135	60	\$106.88	\$98.58	\$92.39	\$748,359.00	\$0.00	\$748,359.00
BWCamTAP	Body Worn Camera TAP Bundle	5	60	\$35.17	\$32.50	\$0.00	\$0.00	\$0.00	\$0.00
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	60	\$69.79	\$34.66	\$0.00	\$0.00	\$0.00	\$0.00
Fleet3B+TAP	Fleet 3 Basic + TAP	23	60	\$223.42	\$204.74	\$204.74	\$282,541.20	\$0.00	\$282,541.20
Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	109	60	\$135.62	\$128.91	\$128.91	\$843,071.40	\$0.00	\$843,071.40
A la Carte Hardware									
71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	270			\$1.00	\$0.00	\$0.00	\$0.00	\$0.00
75015	SIGNAL SIDEARM KIT	135			\$249.00	\$0.00	\$0.00	\$0.00	\$0.00
11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	109			\$1,449.00	\$0.00	\$0.00	\$0.00	\$0.00
71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	109			\$249.00	\$0.00	\$0.00	\$0.00	\$0.00
72034	FLEET SIM INSERTION, VZW	109			\$15.00	\$0.00	\$0.00	\$0.00	\$0.00
72036	FLEET 3 STANDARD 2 CAMERA KIT	109			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
72036	FLEET 3 STANDARD 2 CAMERA KIT	3			\$2,695.00	\$0.00	\$0.00	\$0.00	\$0.00
AB3C	AB3 Camera Bundle	270			\$749.00	\$711.55	\$192,118.50	\$0.00	\$192,118.50
AB3MBD	AB3 Multi Bay Dock Bundle	17			\$1,638.90	\$638.69	\$10,857.73	\$0.00	\$10,857.73
Flex2C	Flex 2 Camera Bundle	5			\$732.00	\$0.00	\$0.00	\$0.00	\$0.00
Flex2MBD	Flex 2 Multi-Bay Dock Bundle	1			\$1,606.90	\$0.00	\$0.00	\$0.00	\$0.00
A la Carte Software									
73682	AUTO TAGGING LICENSE	135	60		\$9.00	\$9.00	\$72,900.00	\$0.00	\$72,900.00
50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	60		\$25.00	\$25.00	\$6,000.00	\$0.00	\$6,000.00
50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	60		\$29.20	\$29.20	\$3,504.00	\$0.00	\$3,504.00
50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	60		\$99.00	\$99.00	\$23,760.00	\$0.00	\$23,760.00
80402	RESPOND DEVICE LICENSE - FLEET 3	132	60		\$16.27	\$0.00	\$0.00	\$0.00	\$0.00
ProLicense	Pro License Bundle	10	60		\$39.00	\$42.25	\$25,350.00	\$0.00	\$25,350.00
A la Carte Services									
85014	AXON 1-DAY SERVICE	1			\$3,150.00	\$3,150.00	\$3,150.00	\$0.00	\$3,150.00
Total							\$2,469,872.83	\$0.00	\$2,469,872.83

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Estimated Delivery Date
AB3 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	297	06/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	270	06/01/2023
AB3 Camera Bundle	73202	AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK	8	06/01/2023
AB3 Camera Bundle	74028	WING CLIP MOUNT, AXON RAPIDLOCK	297	06/01/2023
AB3 Multi Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	17	06/01/2023
AB3 Multi Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	17	06/01/2023
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - 8 BAY DOCK	17	06/01/2023
Fleet 3 Basic + TAP	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	23	06/01/2023
Fleet 3 Basic + TAP	70112	AXON SIGNAL UNIT	23	06/01/2023
Fleet 3 Basic + TAP	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	23	06/01/2023
Fleet 3 Basic + TAP	72034	FLEET SIM INSERTION, VZW	23	06/01/2023
Fleet 3 Basic + TAP	72036	FLEET 3 STANDARD 2 CAMERA KIT	23	06/01/2023
Flex 2 Camera Bundle	11528	FLEX 2 CAMERA, (ONLINE)	5	06/01/2023
Flex 2 Camera Bundle	11532	FLEX 2 CONTROLLER	5	06/01/2023
Flex 2 Camera Bundle	11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2	6	06/01/2023
Flex 2 Camera Bundle	11554	CLIP, OAKLEY, FLEX 2	6	06/01/2023
Flex 2 Camera Bundle	74052	WEARABLE CABLE ASSEMBLY, 6 IN, BLACK, FLEX 2	5	06/01/2023
Flex 2 Multi-Bay Dock Bundle	11537	DOCK, FLEX 2, 6-BAY + CORE	1	06/01/2023
Flex 2 Multi-Bay Dock Bundle	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1	06/01/2023
Flex 2 Multi-Bay Dock Bundle	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1	06/01/2023
A la Carte	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	109	06/01/2023
A la Carte	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	270	06/01/2023
A la Carte	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	109	06/01/2023
A la Carte	72034	FLEET SIM INSERTION, VZW	109	06/01/2023
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	109	06/01/2023
A la Carte	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	06/01/2023
A la Carte	75015	SIGNAL SIDEARM KIT	135	06/01/2023
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	MULTI-BAY BWC DOCK 1ST REFRESH	1	12/01/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	139	12/01/2025
Body Worn Camera TAP Bundle	73309	AXON CAMERA REFRESH ONE	5	12/01/2025
BWC Unlimited with TAP	73309	AXON CAMERA REFRESH ONE	139	12/01/2025
BWC Unlimited with TAP	73689	MULTI-BAY BWC DOCK 1ST REFRESH	17	12/01/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73688	MULTI-BAY BWC DOCK 2ND REFRESH	1	06/01/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	139	06/01/2028
Body Worn Camera TAP Bundle	73310	AXON CAMERA REFRESH TWO	5	06/01/2028
BWC Unlimited with TAP	73310	AXON CAMERA REFRESH TWO	139	06/01/2028
BWC Unlimited with TAP	73688	MULTI-BAY BWC DOCK 2ND REFRESH	17	06/01/2028
Fleet 3 Basic + TAP	72040	FLEET REFRESH, 2 CAMERA KIT	23	06/01/2028
Fleet 3 Basic + TAP Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	109	06/01/2028
Fleet 3 Basic + TAP Renewal	72040	FLEET REFRESH, 2 CAMERA KIT	3	06/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BWC Unlimited with TAP	73686	EVIDENCE.COM UNLIMITED AXON DEVICE STORAGE	135	07/01/2023	06/30/2028
BWC Unlimited with TAP	73746	PROFESSIONAL EVIDENCE.COM LICENSE	135	07/01/2023	06/30/2028
Fleet 3 Basic + TAP	80400	FLEET, VEHICLE LICENSE	23	07/01/2023	06/30/2028
Fleet 3 Basic + TAP	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	46	07/01/2023	06/30/2028
Fleet 3 Basic + TAP Renewal	80400	FLEET, VEHICLE LICENSE	109	07/01/2023	06/30/2028
Fleet 3 Basic + TAP Renewal	80410	FLEET, UNLIMITED STORAGE, 1 CAMERA	218	07/01/2023	06/30/2028
Pro License Bundle	73683	10 GB EVIDENCE.COM A-LA-CART STORAGE	30	07/01/2023	06/30/2028
Pro License Bundle	73746	PROFESSIONAL EVIDENCE.COM LICENSE	10	07/01/2023	06/30/2028
A la Carte	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	07/01/2023	06/30/2028
A la Carte	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	07/01/2023	06/30/2028
A la Carte	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	07/01/2023	06/30/2028
A la Carte	73682	AUTO TAGGING LICENSE	135	07/01/2023	06/30/2028
A la Carte	80402	RESPOND DEVICE LICENSE - FLEET 3	132	07/01/2023	06/30/2028

Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	73391	FLEET 3 DEPLOYMENT (PER VEHICLE)	23
Fleet 3 Basic + TAP Renewal	73392	FLEET 3 UPGRADE INSTALLATION (PER VEHICLE)	109
A la Carte	85014	AXON 1-DAY SERVICE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	5	07/01/2023	06/30/2028
BWC Unlimited with TAP	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	17	07/01/2023	06/30/2028
Fleet 3 Basic + TAP	80379	EXT WARRANTY, AXON SIGNAL UNIT	23	07/01/2023	06/30/2028
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	EXT WARRANTY, MULTI-BAY DOCK (TAP)	1	06/01/2024	06/30/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	135	06/01/2024	06/30/2028
Body Worn Camera TAP Bundle	80464	EXT WARRANTY, CAMERA (TAP)	4	06/01/2024	06/30/2028
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	135	06/01/2024	06/30/2028
BWC Unlimited with TAP	80464	EXT WARRANTY, CAMERA (TAP)	4	06/01/2024	06/30/2028
Fleet 3 Basic + TAP	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	23	06/01/2024	06/30/2028
Fleet 3 Basic + TAP Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	109	06/01/2024	06/30/2028
Fleet 3 Basic + TAP Renewal	80495	EXT WARRANTY, FLEET 3, 2 CAMERA KIT	3	06/01/2024	06/30/2028

Payment Details

Jun 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront Hardware and 1 Day Service	85014	AXON 1-DAY SERVICE	1	\$3,150.00	\$0.00	\$3,150.00
Upfront Hardware and 1 Day Service	AB3C	AB3 Camera Bundle	270	\$192,118.50	\$0.00	\$192,118.50
Upfront Hardware and 1 Day Service	AB3MBD	AB3 Multi Bay Dock Bundle	17	\$10,857.73	\$0.00	\$10,857.73
Year 1 - BWC	73682	AUTO TAGGING LICENSE	135	\$3,777.84	\$0.00	\$3,777.84
Year 1 - BWC	BWCamTAP	Body Worn Camera TAP Bundle	135	\$13,642.20	\$0.00	\$13,642.20
Year 1 - BWC	BWCuWtAP	BWC Unlimited with TAP	135	\$38,781.56	\$0.00	\$38,781.56
Year 1 - BWC	ProLicense	Pro License Bundle	10	\$1,313.68	\$0.00	\$1,313.68
Year 1 - Fleet	Fleet3B+TAP	Fleet 3 Basic + TAP	23	\$56,508.24	\$0.00	\$56,508.24
Year 1 - Fleet	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	109	\$168,614.29	\$0.00	\$168,614.29
Year 1 - IR	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$997.80)	\$0.00	(\$997.80)
Year 1 - IR	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,200.00	\$0.00	\$1,200.00
Year 1 - IR	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.80	\$0.00	\$700.80
Year 1 - IR	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,752.00	\$0.00	\$4,752.00
Invoice Upon Fulfillment	11634	CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	109	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	71044	BATTERY, SIGNAL SIDEARM, CR2430 SINGLE PACK	270	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	71200	FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL	109	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	72034	FLEET SIM INSERTION, VZW	109	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	72036	FLEET 3 STANDARD 2 CAMERA KIT	109	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	72036	FLEET 3 STANDARD 2 CAMERA KIT	3	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	75015	SIGNAL SIDEARM KIT	135	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	Flex2C	Flex 2 Camera Bundle	5	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	Flex2MBD	Flex 2 Multi-Bay Dock Bundle	1	\$0.00	\$0.00	\$0.00
Total				\$494,419.04	\$0.00	\$494,419.04

Jul 2023						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	80402	RESPOND DEVICE LICENSE - FLEET 3	132	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	5	\$0.00	\$0.00	\$0.00
Total				\$0.00	\$0.00	\$0.00

Jun 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2 - BWC	73682	AUTO TAGGING LICENSE	135	\$17,280.54	\$0.00	\$17,280.54
Year 2 - BWC	BWCamTAP	Body Worn Camera TAP Bundle	135	\$62,401.95	\$0.00	\$62,401.95
Year 2 - BWC	BWCuWtAP	BWC Unlimited with TAP	135	\$177,394.36	\$0.00	\$177,394.36
Year 2 - BWC	ProLicense	Pro License Bundle	10	\$6,009.08	\$0.00	\$6,009.08
Year 2 - Fleet	Fleet3B+TAP	Fleet 3 Basic + TAP	23	\$56,508.24	\$0.00	\$56,508.24
Year 2 - Fleet	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	109	\$168,614.29	\$0.00	\$168,614.29

Jun 2024						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2 - IR	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$997.80)	\$0.00	(\$997.80)
Year 2 - IR	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,200.00	\$0.00	\$1,200.00
Year 2 - IR	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.80	\$0.00	\$700.80
Year 2 - IR	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,752.00	\$0.00	\$4,752.00
Total				\$493,863.46	\$0.00	\$493,863.46

Jun 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3 - BWC	73682	AUTO TAGGING LICENSE	135	\$17,280.54	\$0.00	\$17,280.54
Year 3 - BWC	BWCamTAP	Body Worn Camera TAP Bundle	135	\$62,401.95	\$0.00	\$62,401.95
Year 3 - BWC	BWCUwTAP	BWC Unlimited with TAP	135	\$177,394.36	\$0.00	\$177,394.36
Year 3 - BWC	ProLicense	Pro License Bundle	10	\$6,009.08	\$0.00	\$6,009.08
Year 3 - Fleet	Fleet3B+TAP	Fleet 3 Basic + TAP	23	\$56,508.24	\$0.00	\$56,508.24
Year 3 - Fleet	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	109	\$168,614.29	\$0.00	\$168,614.29
Year 3 - IR	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$997.80)	\$0.00	(\$997.80)
Year 3 - IR	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,200.00	\$0.00	\$1,200.00
Year 3 - IR	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.80	\$0.00	\$700.80
Year 3 - IR	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,752.00	\$0.00	\$4,752.00
Total				\$493,863.46	\$0.00	\$493,863.46

Jun 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4 - BWC	73682	AUTO TAGGING LICENSE	135	\$17,280.54	\$0.00	\$17,280.54
Year 4 - BWC	BWCamTAP	Body Worn Camera TAP Bundle	135	\$62,401.95	\$0.00	\$62,401.95
Year 4 - BWC	BWCUwTAP	BWC Unlimited with TAP	135	\$177,394.36	\$0.00	\$177,394.36
Year 4 - BWC	ProLicense	Pro License Bundle	10	\$6,009.08	\$0.00	\$6,009.08
Year 4 - Fleet	Fleet3B+TAP	Fleet 3 Basic + TAP	23	\$56,508.24	\$0.00	\$56,508.24
Year 4 - Fleet	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	109	\$168,614.29	\$0.00	\$168,614.29
Year 4 - IR	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$997.80)	\$0.00	(\$997.80)
Year 4 - IR	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,200.00	\$0.00	\$1,200.00
Year 4 - IR	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.80	\$0.00	\$700.80
Year 4 - IR	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,752.00	\$0.00	\$4,752.00
Total				\$493,863.46	\$0.00	\$493,863.46

Jun 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5 - BWC	73682	AUTO TAGGING LICENSE	135	\$17,280.54	\$0.00	\$17,280.54
Year 5 - BWC	BWCamTAP	Body Worn Camera TAP Bundle	135	\$62,401.95	\$0.00	\$62,401.95
Year 5 - BWC	BWCUwTAP	BWC Unlimited with TAP	135	\$177,394.36	\$0.00	\$177,394.36
Year 5 - BWC	ProLicense	Pro License Bundle	10	\$6,009.08	\$0.00	\$6,009.08
Year 5 - Fleet	Fleet3B+TAP	Fleet 3 Basic + TAP	23	\$56,508.24	\$0.00	\$56,508.24
Year 5 - Fleet	Fleet3B+TAPRe	Fleet 3 Basic + TAP Renewal	109	\$168,614.24	\$0.00	\$168,614.24
Year 5 - IR	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$997.80)	\$0.00	(\$997.80)
Year 5 - IR	50039	INTERVIEW - SOFTWARE - CLIENT MAINTENANCE (PER TOUCH PANEL-P	4	\$1,200.00	\$0.00	\$1,200.00
Year 5 - IR	50043	INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER	2	\$700.80	\$0.00	\$700.80

Jun 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5 - IR	50045	UNLIMITED INTERVIEW ROOM CLOUD STORAGE	4	\$4,752.00	\$0.00	\$4,752.00
Total				\$493,863.41	\$0.00	\$493,863.41

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell Contract #010720-AXN is incorporated by reference into the terms and conditions of this Agreement.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and **the Sourcewell Piggyback Agreement signed between the City of Franklin and Axon Enterprise, Inc. dated on or around March 31, 2023**, as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

~~ACEIP:~~

~~The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.~~

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contracts #00057455, #00046869, and #00055360, and is terminating these contracts upon the new license start date (7/1/2023) of this quote.

The parties agree that Axon is granting a refund of \$ \$4,989.00 to refund paid, but undelivered services. This discount is based on a ship date range of 6/1/2023-6/15/2023, resulting in a 7/1/2023 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

This credit is contingent upon agency payment of any outstanding invoices including and not limited to Year 5 invoicing of contracts #00057455, #00046869, and #00055360.

Signature

Date Signed

3/16/2023



ATTENTION

This order may qualify for freight shipping, please fill out the following information.

Who is the receiving contact and what is the contact phone number for this shipment?	
What are the receiving hours of operation?	
Is a loading dock available for this incoming shipment? If yes, are you able to unload pallets from the trailer or will the driver need to assist with unload?	
Do you have a forklift and/or pallet jack to transport pallets into your facility?	
Are there any delivery restrictions (no 53' trailers, no box trucks, etc.)?	

Addendum to COF Contract No. 2023-0033

This Addendum shall modify and supersede the attached document COF Contract No. 2023-0033 (the "Agreement") and entered into on the ____ day of _____, 2023, by the City of Franklin, Tennessee ("City") and _____ ("Contractor"). The Agreement together with this Addendum, COF Contract No. 2018-0027 (and the subsequent Addendums), and the attached document(s) constitute the entire agreement ("Agreement"). Acceptance of payment as stated in the Agreement constitutes Contractor's acceptance of all terms and conditions stated herein.

Standard Terms and Conditions

1. Maximum Liability. The payment rates as described in Quote Q-417079 (the "Quote") shall constitute the entire compensation due to the Contractor for all travel, professional services, and software regardless of the difficulty, materials, or equipment required, unless amended. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.
2. Indemnification and Limitations of Liability. The City, being a Tennessee governmental entity, is governed by the provisions of the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101 et. seq. for causes of action sounding in tort. Further, no contract provision requiring a Tennessee political entity to indemnify or hold harmless the Contractor beyond the liability imposed by law is enforceable because it appropriates public money and nullifies governmental immunity without the authorization of the General Assembly.
3. Conflicts of Interest. The Contractor warrants that no part of the total Agreement amount shall be paid directly or indirectly to an employee or official of the GNRC or the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.
4. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.
5. Iran Divestment Act. By 1) entering into this Agreement and/or by 2) submission of a bid or proposal to the City of Franklin, the Contractor and each person signing on behalf of any consultant, certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that neither they, nor any assignee of the resulting contract, is on the list created pursuant to T.C.A. § 12-12-106. The Consultant further certifies that it shall not utilize any subcontractor/subconsultant identified on the list created pursuant to T.C.A. § 12-12-106.
6. Non-Boycott of Israel. Except for any contract with a total potential value of less than \$250,000, each consultant, except those with fewer than ten employees, and each person signing on behalf of any such consultant, by entering into this agreement certifies, under penalty of perjury, that, to the best of its knowledge and belief, such consultant is not currently engaged in, and will not, for the duration of any such contract, engage in, a boycott of Israel, as that term is defined in Tenn. Code Ann. § 12-4-119.
7. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
 - a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering

Addendum to COF Contract No. 2023-0033

into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, ``Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- 8. Records. The Contractor shall maintain documentation for all charges under this Agreement. The books, records, and documents of the Contractor, for work performed or money received under this Contract, shall be maintained for a period of seven (7) full years from the date of the final payment and shall be subject to audit during any regular business hours and upon reasonable notice by the City. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- 9. 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.
- 10. Confidentiality and Proprietary rights. Contractor waives any right to confidentiality of any document, e-mail or file it fails to clearly mark on each page (or section as the case may be) as confidential or proprietary. Proprietary rights do not extend to the data created by the City's users of the System; all rights to that data (including derivative or hidden data such as metadata) shall vest solely in City at the moment of creation and City shall retain exclusive rights, title, and ownership of all data and images created therefrom at the moment of creation and utilization, through and including image creation. City may be required to disclose documents under state or federal law. City shall notify Contractor if a request for documents has been made and shall give Contractor a reasonable opportunity under the circumstances to respond to the request by redacting proprietary or other confidential information. In exchange, Contractor agrees to indemnify, defend, and hold harmless City for any claims by third parties relating thereto or arising out of (i) the City's failure to disclose such documents or information required to be disclosed by law, or (ii) the City's release of documents as a result of City's reliance upon Contractor 's representation that materials supplied by Contractor (in full or redacted form) do not contain trade secrets or proprietary information, provided that the City impleads Contractor and Contractor assumes control over that claim.
- 11. Derivative Works. To the extent that the Agreement contains Contractor's reservation of rights, such definitions and limitations are superseded by the following: "Derivative Work" means a program that is based on or derived from one or more existing programs or components. If the original software is modified to create a new program, a derived work is created. If the original software was designed to accept plug-ins or drivers using a defined mechanism, such a driver or plug-in does not form a derived work. Linking to a library in the way it was designed to be interfaced with, does *not* constitute deriving a work. "Derivative work" is *not* the data that the Licensee inputs, manipulates, modifies or otherwise improves, nor the images resulting therefrom.
- 12. 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 Contractor to limit its liability shall be void and unenforceable but only to the extent provided by section 7.3.2 of the Master Services and Purchasing Agreement as contained in the COF Contract No. 2018-0027 which shall be capped at two times the value of this Agreement. The value of this Agreement is found in Axon Enterprise, Inc. Quote: Q-417079-44966.894BF.

Addendum to COF Contract No. 2023-0033

13. Arbitration/Mediation. No arbitration shall be required as a condition precedent to filing any legal claim arising out of or relating to the Contract. No arbitration or mediation shall be binding.
14. No Taxes, No Interest Payments. As a tax-exempt entity, the City shall not be responsible for sales or use taxes incurred for products or services. The City shall supply Contractor with its Sales and Use Tax Exemption Certificate upon Contractor's request. Contractor shall bear the burden of providing its suppliers with a copy of the City's tax exemption certificate and shall assume all liability for such taxes, if any, that should be incurred. The City does not agree to pay any interest for late payments, having agreed to pay in a timely manner.
15. Licensed users/"seats". If and whenever the Agreement defines or refers to "licensed users" such shall be read to allow installation of the program and its components in a larger number of computers as long as the number of licensed users granted access does not exceed the number of "licensed seats." This provision is intended to allow efficient dissemination of the licensed program, such as disk mastering and other methods of mass installation.
16. Notices. Any notice provided pursuant to the Contract, if specified to be in writing, will be in writing and will be deemed given: (a) if by hand delivery, then upon receipt thereof; (b) if mailed, then three (3) days after deposit in the mail where sender is located, postage prepaid, certified mail return receipt requested; (c) if by next day delivery service, then upon such delivery; or (d) if by facsimile transmission or electronic mail, then upon confirmation of receipt. Notices posted on Agency's Axon Evidence site are effective upon posting if the notice is not required under the Contract. All notices will be addressed to the parties at the addresses set forth below (or set forth in such other document which the Agreement or this Addendum may accompany, or such other address as either party may in the future specify in writing to the other):

17.

In the case of the City:

City of Franklin
 Attn: _____
 109 Third Ave. South
 P.O. Box 305
 Franklin, TN 37065-0305
 FAX: 615/_____
 E-mail:_____

In the case of Contractor:

Axon Enterprise, Inc
Attn: Legal
17800 N. 85th Street
Scottsdale, AZ 85255

 Email: legal@axon.com

18. Waiver. Neither party's failure or delay to exercise any of its rights or powers under the Contract will constitute or be deemed a waiver or forfeiture of those rights or powers. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either (a) a future or continuing waiver of that same right or power, or (b) the waiver of any other right or power.
19. Severability. If any term or provision of the Contract is held to be illegal or unenforceable, the validity or enforceability of the remainder of the Contract will not be affected.
20. Precedence. In the event of conflict between this Addendum and the provisions of the Agreement, or any other contract, agreement or other document to which the Agreement or this Addendum may accompany or incorporate by reference, the provisions of this Addendum will, to the extent of such conflict (or to the extent the Agreement is silent), take precedence unless such document expressly states that it is amending this Addendum.
21. Entire Agreement. The Contract between the parties supersedes any prior or contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding the subject matter of the entire Contract. The terms and conditions of this Addendum may not be changed except by an amendment expressly referencing this Addendum by section number and signed by an authorized representative of each party.
22. Additions/Modifications. If seeking any addition or modification to the Contract, 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 Contract, however, an omission of the reference to same shall not affect its applicability. In no event shall either party be bound by any terms contained in any purchase order, acknowledgement, or other writings unless: (a) such purchase order,

Addendum to COF Contract No. 2023-0033

acknowledgement, or other writings specifically refer to the Contract or to the specific clause they are intended to modify; (b) clearly indicate the intention of both parties to override and modify the Contract; and (c) such purchase order, acknowledgement, or other writings are signed, with specific material clauses separately initialed, by authorized representatives of both parties.

23. Applicable Law; Choice of Forum/Venue. The Contract 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. The Contractor acknowledges and agrees that any rights or claims against the City of Franklin or its employees, or elected or appointed officials hereunder, and any remedies arising there from, shall be subject to and limited to those rights and remedies, if any, available under Tenn. Code Ann. §§ 9-8-101 through 9-8-407.
24. Breach. Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract by providing 30 days written notice to the party in breach with the ability to cure, with all of the remedies it would have in the event of termination and may also have such other remedies as it may be entitled to in law or in equity.
25. Survival. This Addendum shall survive the completion of or any termination of the Agreement or other document to which it may accompany or incorporate by reference.
26. Modification and Amendment. This Agreement may be modified only by a written amendment signed by all Parties.

CITY OF FRANKLIN, TENNESSEE

Signature

Print Name and Title

Date

AXON ENTERPRISE, INC.

DocuSigned by:
Robert E. Driscoll, Jr.
55DAEBB131A4424...
Signature

Robert E. Driscoll, Jr.

Print Name and Title VP, Assoc. General Counsel

5/5/2023 | 2:42 PM MST

Date

Approved as to form:

J. Blake Harper, City of Franklin Staff Attorney



City of Franklin

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

File #: 21-04640

DATE: May 3, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Kevin Townsel, Director of Human Resources
Sara Sylvis, Benefits Manager

SUBJECT:

Consideration Of Procurement Award To BlueCross BlueShield Of Tennessee In The Total Estimated Amount Of \$622,292.40 For The Year Beginning July 1, 2023 For Stop-Loss Insurance For Group Health And Prescription Drug Programs For Employees And Retirees For A Term Of Award, For The Human Resources Department (Purchasing Office Procurement Solicitation No. 2023-017; Contract No. 2023-0126).

PURPOSE:

The purpose of this procurement is to purchase stop-loss insurance for group health and prescription drug programs for employees and retirees for a term of award of one (1) year, starting with the policy year beginning July 1, 2023, with four (4) options to extend, each time for up to one (1) additional year.

BACKGROUND/STAFF COMMENTS:

The City published on April 27, 2023 a Notice to Bidders in the *Williamson Herald* for stop-loss insurance for group health and prescription drug programs for employees and retirees. In addition, bid documents were sent on or about the same date directly to ten (10) potential bidders known or thought to be interested in this solicitation. Bids from one (1) service provider was publicly opened at the bid opening held on May 11, 2023. A tabulation of the bids received for this solicitation is attached.

FINANCIAL IMPACT:

The responsible bidder that submitted the lowest priced responsive bid for the year beginning July 1, 2023 for stop-loss insurance for group health and prescription drug programs for employees and retirees, BlueCross BlueShield Of Tennessee, is in the total estimated amount of \$622,292.40 for specific individual deductible at \$325,000, aggregating specific deductible at \$0 and without new lasers at July 1, 2024, and \$522,494.16 for the same except aggregating specific deductible at \$100,000. This bid was identified because it is the lowest bid that most closely meets or exceeds the City's intention as expressed and implied by the City's specifications as well as the instructions, terms and conditions pertaining to this procurement solicitation. Funding for this procurement is to be

derived from, and expenses are to be allocated to, operating department budgets for FY2024 based on the number of full-time employees.

RECOMMENDATION:

Staff recommends that the City accept, contingent upon Law Department and City Administrator approval of City Contract No. 2023-0126, the apparent lowest best bid, from BlueCross BlueShield Of Tennessee, in the total estimated amount of \$622,292.40 for specific individual deductible at \$325,000, aggregating specific deductible at \$0 and without new lasers at July 1, 2024 (since this is the option that provides the best value to the City), and award this procurement to this bidder. The City's Purchasing Manager believes the prepared solicitation documents as distributed allowed for competition among multiple service providers, and that the staff recommendation appears to be made in a fair and impartial manner based upon the proposals received. Pursuant to authority previously granted by the Board of Mayor and Aldermen, Contract No. 2023-0126 has been prepared for execution by the City Administrator pending approval by the Board of Mayor and Aldermen of the staff recommendation to accept the bid from and award the procurement to BlueCross BlueShield Of Tennessee.

Tabulation of Bids*

Purchasing Office Solicitation No.:	2023-017 (stop-loss insurance for group health and prescription drug programs for employees and retirees for a term of award)							
Notice to Bidders published in the Williamson Herald on:	4/27/23							
Number of vendors that were notified of / that responded to this solicitation for bids:	10 / 1							
Date and time bids due and publicly opened:	5/11/23 2:00 PM							
Present at opening of bids:	Rachael DuVall, Suzanne Ward and Brian Wilcox of the City of Franklin Purchasing Office							
Target meeting of BOMA at which recommendation is scheduled to be considered:	6/27/23							
Bids received from:	Does the bid include all required documents?	Does the bid MOES¹? / If not, how many exceptions do not MOES¹?	Option No.:	Specific individual deductible / aggregating specific deductible / new lasers at 7/1/2024	Quoted monthly premiums per employee / per family	Estimated annual premium for FY2024 (based on specified estimated July 1, 2023 projected enrollment of employees receiving benefits under the City’s health plan):	Payment terms:	Bid and bid pricing is offered through:
BlueCross BlueShield of Tennessee 1 Cameron Hill Circle Chattanooga, TN 37402 Scott Karner, Account Executive, Large Group 615-386-8555 scott_karner@bcbst.com	bid does not acknowledge Addendum No. 1 (waived by City as minor informality)	no / 10 to City's specifications plus numerous to City's standard procurement terms and conditions	1 of 2	\$325K / \$0 / 0	\$27.75 / \$93.42	\$622,292.40	existing ACH debit arrangement	6/30/23 or 6/19/23 if electing immediate reimbursement
			2 of 2	\$325K / \$100K / 0	\$23.83 / \$78.18	\$522,494.16		

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

*Shaded bid is apparent lowest best bid



File #: 21-04601

DATE: April 24, 2023

TO: Board of Mayor and Aldermen

FROM: Eric Stuckey, City Administrator
Vernon Gerth, Asst. City Administrator Community Development
Tom Marsh, Building and Neighborhood Services Director

SUBJECT:

The Hill Housing Development - Review Of Proposed Housing Mix, Price Points, Estimated Development Costs, And Consideration Of A Funding Request
BOMA 3/23/21, 7-0; 5/24/22, 8-0

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) regarding the status of The Hill Housing Development, which includes the proposed housing mix, price points, estimated development costs, and request for funding.

BACKGROUND/STAFF COMMENTS:

Pursuant to Resolution 2020-29, the Board of Mayor and Aldermen (BOMA) declared The Hill Property to be surplus property and established that the public purpose for the property shall be the creation of affordable and workforce housing. In that same resolution, the BOMA declared the property abandoned and established the process by which a new owner would be selected to implement the public purpose of creating affordable and workforce housing. On May 24, 2022, the BOMA selected The Hill, LLC, now known as The Franklin Hill Project, LLC, to implement the development of affordable and workforce housing on the Hill Property and are preparing to submit a Development Plan that includes 23 workforce and 10 affordable deed-restricted housing units.

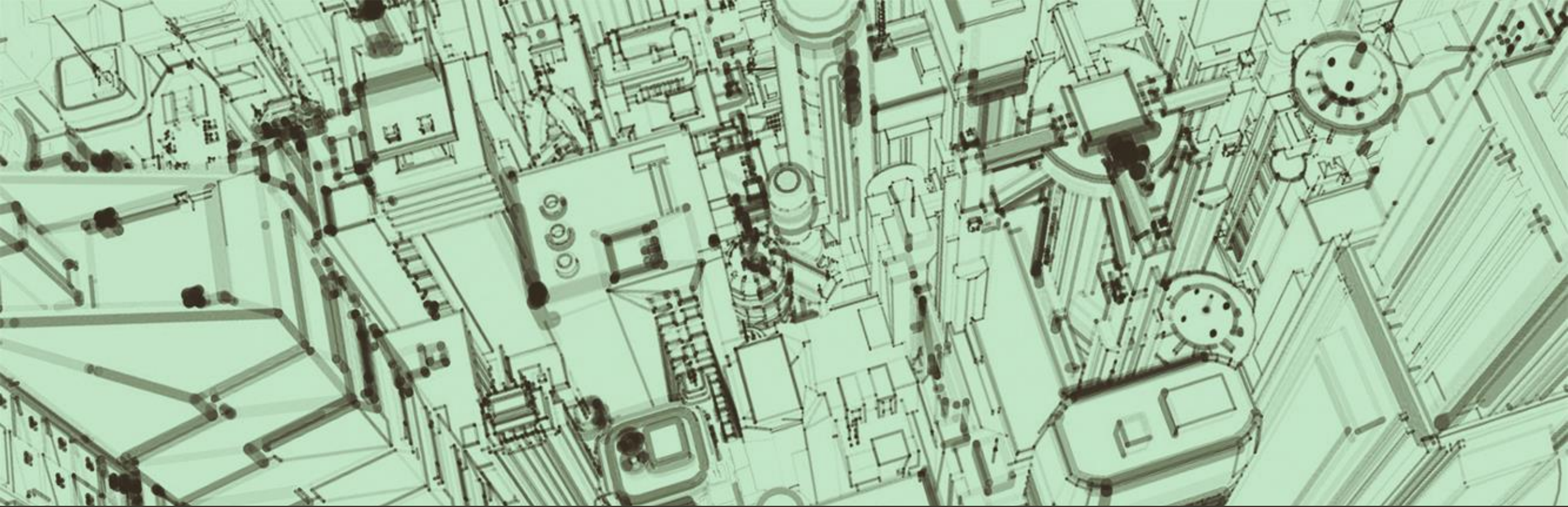
The Franklin Hill Project, LLC has prepared a rough pro forma for The Hill Housing Development. The projected sales price of the 33 units of \$13,525,000 falls short of the estimated development costs by approximately \$5,051,975 - \$6,149,556 which includes a factor for inflation. Williamson County has offered \$1,000,000 in ARPA Funds and the City of Franklin has offered \$600,000 in future CDBG funding to offset infrastructure costs. The Franklin Hill Project, LLC has requested the Franklin Board of Mayor and Aldermen also consider covering the cost of City and County Development Fees estimated at \$899,329, the cost of the land which includes the Water Management Departments portion of \$479,700, and the remaining portion of the infrastructure estimated at \$1,582,802 for a total request for funding of an estimate of \$ 2,961,831.

FINANCIAL IMPACT:

As discussed, Williamson County has committed \$ 1,000,000 in ARPA funds and the City of Franklin \$ 600,000 in future CDBG funding to help off-set the cost of infrastructure. The Franklin Hill Project, LLC is requesting the Franklin Board of Mayor and Aldermen consider contributing an additional \$1,582,802 to cover the remaining infrastructure. Additionally, The Franklin Hill Project, LLC is requesting that the entire cost of The Hill Property(land), which includes the Water Management Departments portion of \$479,700 be covered by the City. Lastly, the Franklin Hill Project, LLC is requesting the City cover all of the City and County Development Fees for this project, which are conservatively estimated to be \$899,329 but with the offsets provided for affordable housing in the Franklin Municipal Code, the actual amount will be less. Therefore, the total amount of additional funding requested from The Franklin Hill Project, LLC will be no greater than \$2,961,831 unless The Franklin Hill Project, LLC submits a future request as the project moves forward. If approved, the terms of these offsets as proposed will be included in a Development Agreement.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen support, in concept, covering the cost of the Development Fees, Land Cost, and Infrastrure of The Hill Housing Development as discussed with the understanding that a Development Agreement will be drafted and presented at a future BOMA meeting for consideration.



The Hill Housing Development

A partnership between the Hill, LLC and City of Franklin



Our Presentation...

- Overview of the Proposed Development and Housing Mix
- Summary of Affordable and Workforce Family Income Levels and Attainable Housing Price-Points
- Initial Construction Cost Estimate
- Bridging the Gap - Funding Request from The Hill, LLC
- Questions and Next Steps

Overview of the Proposed Development and Housing Mix



Summary of Affordable and Workforce Family Income Levels and Attainable Housing Price-Points

- Housing Mix and Projected Sales Price:

The Franklin Hill Project			
		Sales Price	Total
Workforce Units	23	\$ 425,000.00	\$ 9,775,000.00
Affordable Units	10	\$ 375,000.00	\$ 3,750,000.00
Total Units	33		\$ 13,525,000.00
Price per square foot	\$ 200.00		

- Estimated Cost of Construction
 - Plus inflation factor – 3 years

Total Development Cost	\$ 18,576,974.76	\$ 19,075,497.44	\$ 19,674,555.53
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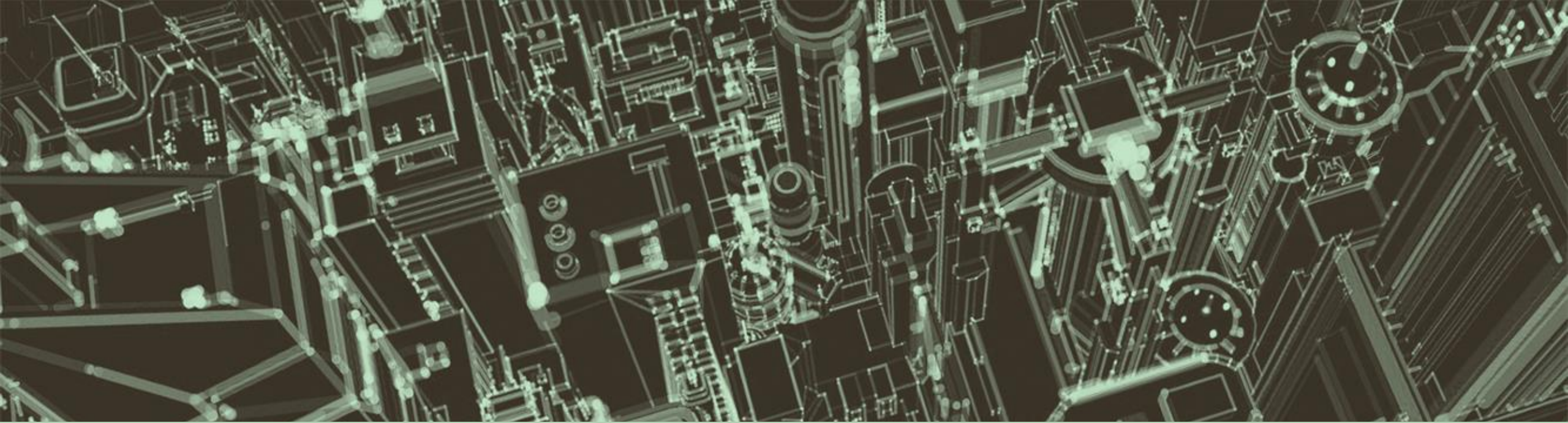
- Funding Gap

- \$ 5,051,975 to \$ 6,149,556

	Affordable Housing	Work Force Housing	Notes:	
HUD Median Income Nashville MSA			FY 2022 Nashville Area MSA	
Family of 1	\$66,100	\$66,100	PITI means	
Family of 2	\$75,500	\$75,500	P= Principal	
Family of 3	\$84,900	\$84,900	I= Interest	
Family of 4	\$94,300	\$94,300	T=Taxes	
			I=Insurance	
			PMI mean Private Mortgage Insurance	
Definition	Less than 80% median	80% to 150% median		
Affordable Housing Income Limits				
Family of 1	\$52,880			
Family of 2	\$60,400			
Family of 3	\$67,920			
Family of 4	\$75,440			
Work Force Housing Income Limits				
Family of 1		\$99,150		
Family of 2		\$113,250		
Family of 3		\$127,350		
Family of 4		\$141,450		
Maximum House Payments	Principal/Interest	PITI&PMI	Principal/Interest	PITI&PMI 32% housing Ratio=PITI minus TI and PMI
Family of 1	\$1,029.40	\$1,410.13	\$1,930.12	\$2,644.00
Family of 2	\$1,175.79	\$1,610.67	\$2,204.60	\$3,020.00
Family of 3	\$1,322.18	\$1,811.20	\$2,479.08	\$3,396.00
Family of 4	\$1,468.57	\$2,011.73	\$2,753.56	\$3,772.00
Maximum House Price				Reduction TI and PMI in House Pay is 27%
Family of 1	\$171,693		\$321,925	6.0% Interest, 30 Year Loan
Family of 2	\$196,109		\$367,705	
Family of 3	\$220,526		\$413,486	
Family of 4	\$244,942		\$459,266	

Bridging the Gap – The Hill, LLC Funding Request

- Funding Gap
 - \$ 5,051,975 - \$ 6,149,556
- Current Commitments:
 - Williamson County ARPA Funds for Infrastructure \$ 1,000,000
 - City Of Franklin – CDBG Funding For Infrastructure \$ 600,000
 - \$ 1,600,000
- Additional Request of City of Franklin
 - Development Fees (\$ 880,821) \$ 899,329
 - Land Cost – Water Management Department \$ 479,700
 - Remaining Infrastructure Cost \$ 1,582,802
 - \$ 2,961,831
- TOTAL SHORTFALL \$ 490,144 - \$ 1,587,725
 - Construction Contingency 10% = \$ 1,231,340 - \$ 1,312,670
 - Administrative Fee 8% = \$ 1,376,072 - \$ 1,457,374



Questions and Next Steps...



2022

Greater Nashville MSA - Definition of Affordable Work Force Housing with PMI Insurance

Affordable Housing		Work Force Housing		
HUD Median Income Nashville MSA				Notes:
Family of 1	\$66,100			FY 2022 Nashville Area MSA
Family of 2	\$75,500			PITI means
Family of 3	\$84,900			P= Principal
Family of 4	\$94,300			I= Interest
				T=Taxes
				I=Insurance
				PMI mean Private Mortgage Insurance
Definition	Less than 80% median	80% to 150% median		
Affordable Housing Income Limits				
Family of 1	\$52,880			
Family of 2	\$60,400			
Family of 3	\$67,920			
Family of 4	\$75,440			
Work Force Housing Income Limits				
Family of 1		\$99,150		
Family of 2		\$113,250		
Family of 3		\$127,350		
Family of 4		\$141,450		
Maximum House Payments		Principal/Interest	PITI&PMI	32% housing Ratio=PITI minus
Family of 1	\$1,029.40	\$1,410.13	\$1,930.12	\$2,644.00
Family of 2	\$1,175.79	\$1,610.67	\$2,204.60	\$3,020.00
Family of 3	\$1,322.18	\$1,811.20	\$2,479.08	\$3,396.00
Family of 4	\$1,468.57	\$2,011.73	\$2,753.56	\$3,772.00
Maximum House Price				
Family of 1	\$171,693		\$321,925	6.0% Interest, 30 Year Loan
Family of 2	\$196,109		\$367,705	
Family of 3	\$220,526		\$413,486	
Family of 4	\$244,942		\$459,266	

Current Commitments

- \$1,000,000 County ARPA funds
- \$600,000 City CDBG funds

The Franklin Hill Project				
			Sales Price	Total
Workforce Units		23	\$ 425,000.00	\$ 9,775,000.00
Affordable Units		10	\$ 375,000.00	\$ 3,750,000.00
Total Units		33		\$ 13,525,000.00
Price per square foot		\$ 200.00		
		Total	Workforce	Affordable
Square Feet		45,653	1,383	1,383
Land		\$ 479,700.00	\$ 14,536.36	\$ 14,536.36
COF Fees		\$ 899,329.25	\$ 27,252.40	\$ 27,252.40
Infrastructure		\$ 3,182,802.85	\$ 96,448.57	\$ 96,448.57
Construction Cost		\$ 9,130,600.00	\$ 276,684.85	\$ 276,684.85
A/E & Planning Fees		\$ 523,200.00	\$ 15,854.55	\$ 15,854.55
Legal Fees	1%	\$ 135,250.00	\$ 4,098.48	\$ 4,098.48
Taxes, Insurance, Cost Certification		\$ 61,545.00	\$ 1,865.00	\$ 1,865.00
HOA Operating Reserve		\$ 6,831.00	\$ 207.00	\$ 207.00
Carrying Interest Costs	6%	\$ 738,804.17	\$ 22,388.01	\$ 22,388.01
Construction Contingency	10%	\$ 1,231,340.28	\$ 37,313.34	\$ 37,313.34
Closing Fees	6%	\$ 811,500.00	\$ 25,500.00	\$ 22,500.00
Subtotal		\$ 17,200,902.55	\$ 522,148.56	\$ 519,148.56
Developer Fee	8%	\$ 1,376,072.20	\$ 41,771.88	\$ 41,531.88
Total Development Cost		\$ 18,576,974.76	\$ 563,920.45	\$ 560,680.45
County ARPA		\$ 1,000,000.00	\$ 30,303.03	\$ 30,303.03
COF CDBG		\$ 600,000.00	\$ 18,181.82	\$ 18,181.82
Balance		\$ 16,976,974.76	\$ 515,435.60	\$ 512,195.60
Profit/Loss		\$ (3,451,974.76)	\$ (90,435.60)	\$ (137,195.60)

Request of the City of Franklin: \$5.2 million

- \$899,329.25 COF Fees
- \$479,700 Land Cost
- \$2,182,802.25 Infrastructure
- \$1,677,449 Market-Rate Subsidy
 - \$460,680 Market Rate Sales Price v. Affordable/Workforce Sales Price

The Franklin Hill Project				
			Sales Price	Total
Workforce Units		23	\$ 425,000.00	\$ 9,775,000.00
Affordable Units		10	\$ 375,000.00	\$ 3,750,000.00
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Developer Fee	8%	\$ 1,376,072.20	\$ 41,771.88	\$ 41,531.88
Total Development Cost		\$ 18,576,974.76	\$ 563,920.45	\$ 560,680.45
County ARPA		\$ 1,000,000.00	\$ 30,303.03	\$ 30,303.03
COF CDBG		\$ 5,239,281.10	\$ 158,766.09	\$ 158,766.09
Balance		\$ 12,337,693.66	\$ 374,851.32	\$ 371,611.32
Profit		\$ 1,187,306.34	\$ 50,148.68	\$ 3,388.68

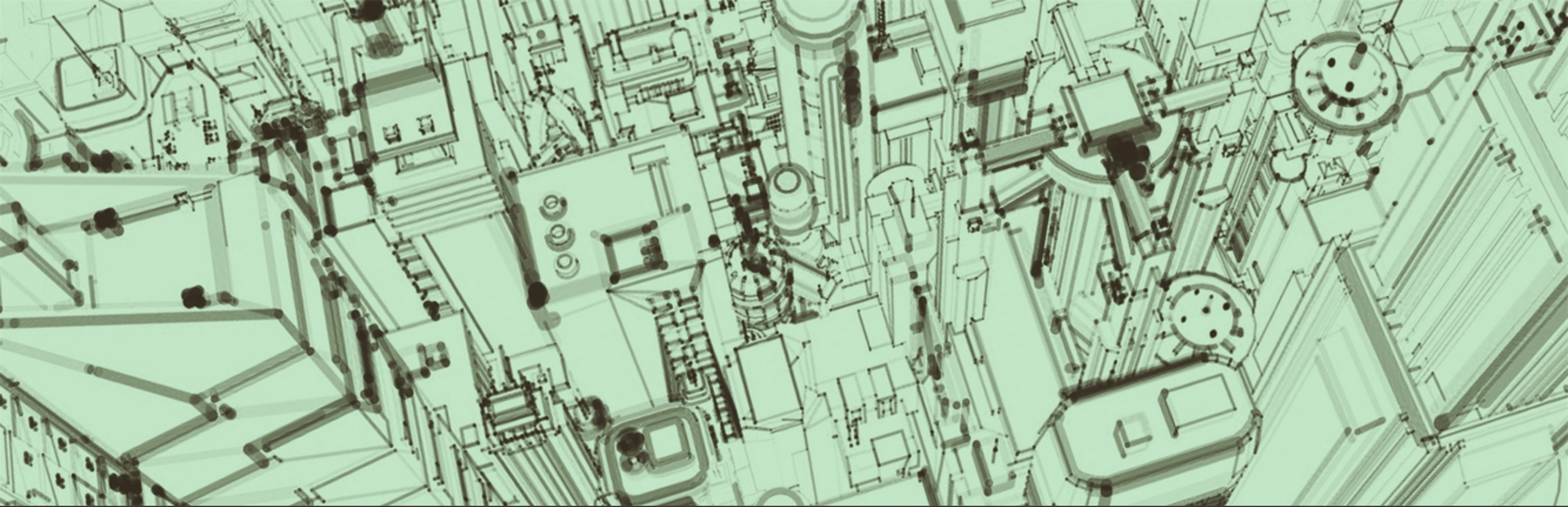
Request of the City of Franklin: \$3.5 million

- \$899,329.25 COF Fees
- \$479,700 Land Cost
- \$2,182,802.25 Infrastructure

The Franklin Hill Project				
			Sales Price	Total
Workforce Units		23	\$ 425,000.00	\$ 9,775,000.00
Affordable Units		10	\$ 375,000.00	\$ 3,750,000.00
Total Units		33		\$ 13,525,000.00
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Construction Cost		\$ 9,130,600.00	\$ 276,684.85	\$ 276,684.85
A/E & Planning Fees		\$ 523,200.00	\$ 15,854.55	\$ 15,854.55
Legal Fees	1%	\$ 135,250.00	\$ 4,098.48	\$ 4,098.48
Taxes, Insurance, Cost Certification		\$ 61,545.00	\$ 1,865.00	\$ 1,865.00
HOA Operating Reserve		\$ 6,831.00	\$ 207.00	\$ 207.00
Carrying Interest Costs	6%	\$ 738,804.17	\$ 22,388.01	\$ 22,388.01
Construction Contingency	10%	\$ 1,231,340.28	\$ 37,313.34	\$ 37,313.34
Closing Fees	6%	\$ 811,500.00	\$ 25,500.00	\$ 22,500.00
Subtotal		\$ 17,200,902.55	\$ 522,148.56	\$ 519,148.56
Developer Fee	8%	\$ 1,376,072.20	\$ 41,771.88	\$ 41,531.88
Total Development Cost		\$ 18,576,974.76	\$ 563,920.45	\$ 560,680.45
County ARPA		\$ 1,000,000.00	\$ 30,303.03	\$ 30,303.03
COF CDBG		\$ 3,561,832.10	\$ 107,934.31	\$ 107,934.31
Balance		\$ 14,015,142.66	\$ 425,683.11	\$ 422,443.11
Profit		\$ (490,142.66)	\$ (683.11)	\$ (47,443.11)

The Franklin Hill Project

		Sales Price		Total
Workforce Units		23	\$ 425,000.00	\$ 9,775,000.00
Affordable Units		10	\$ 375,000.00	\$ 3,750,000.00
Total Units		33	\$ 13,525,000.00	
Price per square foot		\$ 200.00		
		Year 1	Year 2	Year 3
			3%	3.5%
Square Feet		45,653	45,653	45,653
Land		\$ 479,700.00	\$ 479,700.00	\$ 479,700.00
COF Fees		\$ 899,329.25	\$ 926,309.13	\$ 958,729.95
Infrastructure		\$ 3,182,802.85	\$ 3,278,286.93	\$ 3,393,026.98
Construction Cost		\$ 9,130,600.00	\$ 9,404,518.00	\$ 9,733,676.13
A/E & Planning Fees		\$ 523,200.00	\$ 523,200.00	\$ 523,200.00
Legal Fees	1%	\$ 135,250.00	\$ 139,307.50	\$ 144,183.26
Taxes, Insurance, Cost Certification		\$ 61,545.00	\$ 63,391.35	\$ 65,610.05
HOA Operating Reserve		\$ 6,831.00	\$ 7,035.93	\$ 7,282.19
Carrying Interest Costs	6%	\$ 738,804.17	\$ 760,968.30	\$ 787,602.19
Construction Contingency	10%	\$ 1,231,340.28	\$ 1,268,280.49	\$ 1,312,670.31
Closing Fees	6%	\$ 811,500.00	\$ 811,500.00	\$ 811,500.00
Subtotal		\$ 17,200,902.55	\$ 17,662,497.63	\$ 18,217,181.05
Administrative Fee	8%	\$ 1,376,072.20	\$ 1,412,999.81	\$ 1,457,374.48
Total Development Cost		\$ 18,576,974.76	\$ 19,075,497.44	\$ 19,674,555.53
County ARPA		\$ 1,000,000.00	\$ 1,000,000.00	\$ 1,000,000.00
COF Contribution		\$ 3,561,832.10	\$ 3,684,296.06	\$ 3,831,456.92
Balance		\$ 14,015,142.66	\$ 14,391,201.38	\$ 14,843,098.61
Shortfall		\$ (490,142.66)	\$ (866,201.38)	\$ (1,318,098.61)
Request from City of Franklin		\$ 3,561,832.10	\$ 3,684,296.06	\$ 3,831,456.92
COF Fees		\$ 899,329.25	\$ 926,309.13	\$ 958,729.95
Land		\$ 479,700.00	\$ 479,700.00	\$ 479,700.00
Infrastructure		\$ 2,182,802.85	\$ 2,278,286.93	\$ 2,393,026.98



The Hill Housing Development

A partnership between the Hill, LLC and City of Franklin

Our Presentation...

- Overview of the Proposed Development and Housing Mix
- Summary of Affordable and Workforce Family Income Levels and Attainable Housing Price-Points
- Initial Construction Cost Estimate
- Bridging the Gap - Funding Request from The Hill, LLC
- Questions and Next Steps

Overview of the Proposed Development and Housing Mix



Summary of Affordable and Workforce Family Income Levels and Attainable Housing Price-Points

- Housing Mix and Projected Sales Price:

The Franklin Hill Project			
		Sales Price	Total
Workforce Units	23	\$ 425,000.00	\$ 9,775,000.00
Affordable Units	10	\$ 375,000.00	\$ 3,750,000.00
Total Units	33		\$ 13,525,000.00
Price per square foot	\$ 200.00		

- Estimated Cost of Construction

- Plus inflation factor – 3 years

Total Development Cost	\$ 18,576,974.76	\$ 19,075,497.44	\$ 19,674,555.53
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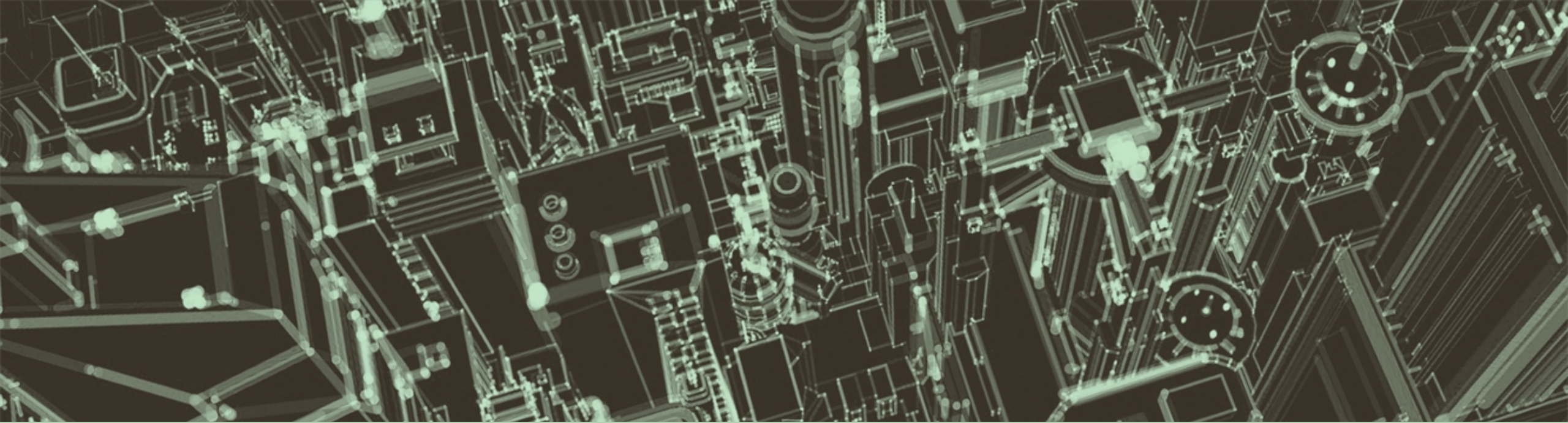
- Funding Gap

- \$ 5,051,975 to \$ 6,149,556

	Affordable Housing	Work Force Housing	Notes:	
HUD Median Income Nashville MSA			FY 2022 Nashville Area MSA	
Family of 1	\$66,100	\$66,100	PITI means	
Family of 2	\$75,500	\$75,500	P= Principal	
Family of 3	\$84,900	\$84,900	I= Interest	
Family of 4	\$94,300	\$94,300	T=Taxes	
			I=Insurance	
			PMI mean Private Mortgage Insurance	
Definition	Less than 80% median	80% to 150% median		
Affordable Housing Income Limits				
Family of 1	\$52,880			
Family of 2	\$60,400			
Family of 3	\$67,920			
Family of 4	\$75,440			
Work Force Housing Income Limits				
Family of 1		\$99,150		
Family of 2		\$113,250		
Family of 3		\$127,350		
Family of 4		\$141,450		
Maximum House Payments	Principal/Interest	PITI&PMI	Principal/Interest	PITI&PMI
Family of 1	\$1,029.40	\$1,410.13	\$1,930.12	\$2,644.00
Family of 2	\$1,175.79	\$1,610.67	\$2,204.60	\$3,020.00
Family of 3	\$1,322.18	\$1,811.20	\$2,479.08	\$3,396.00
Family of 4	\$1,468.57	\$2,011.73	\$2,753.56	\$3,772.00
Maximum House Price				
Family of 1	\$171,693		\$321,925	6.0% Interest, 30 Year Loan
Family of 2	\$196,109		\$367,705	
Family of 3	\$220,526		\$413,486	
Family of 4	\$244,942		\$459,266	

Bridging the Gap – The Hill, LLC Funding Request

- Funding Gap
 - \$ 5,051,975 - \$ 6,149,556
- Current Commitments:
 - Williamson County ARPA Funds for Infrastructure \$ 1,000,000
 - City Of Franklin – CDBG Funding For Infrastructure \$ 600,000
 - \$ 1,600,000
- Additional Request of City of Franklin
 - Development Fees (\$ 880,821) \$ 899,329
 - Land Cost – Water Management Department \$ 479,700
 - Remaining Infrastructure Cost \$ 1,582,802
 - \$ 2,961,831
- TOTAL SHORTFALL \$ 490,144 - \$ 1,587,725
 - Construction Contingency 10% = \$ 1,231,340 - \$ 1,312,670
 - Administrative Fee 8% = \$ 1,376,072 - \$ 1,457,374



Questions and Next Steps...





File #: 21-04682

DATE: May 11, 2023

TO: Board of Mayor and Aldermen

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

SUBJECT:

Presentation Of The 50% Schematic Design Plans For The New City Hall On The Historic Public Square

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the 50% Schematic Design plans for a new City Hall on the historic Public Square.

BACKGROUND/STAFF COMMENTS:

In Fall 2020, the Board of Mayor and Aldermen (BOMA) selected Orchard, Hiltz, & McCliment, Inc d/b/a OHM Advisors and Studio 8 Design consulting team to work with the City on developing a masterplan for a new city hall, for the purposes of replacing the existing 'old mall' with a functional, efficient building and site that provides a plan for the long-term siting of City Hall on the historic Public Square. The resulting community engagement process established consensus on a broad vision for this public building and quadrant of Public Square. During the subsequent masterplanning process, the BOMA approved in concept the New City Hall Masterplan along with a goal for a reduced building size and full subgrade parking level.

On April 13, 2022, the BOMA approved an amended Professional Services Agreement that authorized our consultant to proceed with Phase II - Schematic Design. The first few months included a reprogramming effort to reduce the building square footage, which included reductions in meeting and storage spaces, adjustments to office sizes, reductions in circulation areas, and maximization of the subgrade parking garage for certain programmatic elements.

In late 2022, the BOMA requested staff evaluate the cost-benefit of developing a New City Hall on a site other than our current location on Franklin's Historic Public Square. While staff elevated alternative sites within our historic downtown, the BOMA did authorize staff and our consultant, OHM Advisors and Studio 8 Design to proceed to 50% Schematic Design until a decision could be reached on the future location of our new City Hall.

Based on discussions with the BOMA during the April 25 and May 9, 2023, Worksessions, it seemed the general consensus was that Franklin's New City Hall should remain at its present location on our historic public square and our consultant is prepared to share the 50% Schematic Design and review next steps in the process.

Next Steps:

During the BOMA voting meeting, staff prepared Resolution 2023-43 for consideration that authorizes our consultant to complete the Schematic Design which includes:

- A. a building cost "target" of not to exceed \$99 million with the incorporation of an owner's representative and value engineering.
- B. Schedule and facilitate a BOMA Special Worksession to further consider architectural style and character and a potential retail component (as applicable).
- C. Present the 75% Schematic Design at a BOMA Worksession and obtain feedback.
- D. Present 100% Schematic Design at a BOMA Worksession, the updated Opinion of Cost from two independent general contracting firms and consideration of professional services agreement to proceed with Phase III - Final Design/Construction Drawings.

FINANCIAL IMPACT:

As noted, an amended professional services agreement with OMH Advisors and Studio 8 Design for Phase II - Schematic Design was previously approved in its entirety in April 2022. An Owners Representative professional services agreement for value engineering is forthcoming.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the presentation and next steps in completing the Schematic Design.



Franklin City Hall

BOMA Work Session

May 23rd, 2023

Review of 50% Schematic Design

CITY OF FRANKLIN

FRANKLIN CITY HALL

109 3rd Avenue South
Franklin, TN 37064

OHM PROJECT No. 1068.20.0010

ALTERNATES

SITE ALTERNATES (SEE LANDSCAPE AND CIVIL PLANS):

S1: PROVIDE SEPARATE COST FOR STREETSCAPE ON EAST SIDE OF 3RD AVENUE SOUTH (CITY HALL SIDE)

S2: PROVIDE SEPARATE COST FOR STREETSCAPE ON WEST SIDE OF 3RD AVENUE SOUTH (COURTHOUSE SIDE)

S3: PROVIDE SEPARATE COST FOR PARK ON CORNER OF 3RD AVENUE SOUTH AND CHURCH STREET

S4: PROVIDE SEPARATE COST FOR DB CLIFFE GARDEN NEXT TO PULL TIGHT THEATER ON 2ND AVENUE

S5: PROVIDE SEPARATE COST FOR STREETSCAPE ON NORTH SIDE OF CHURCH (SEE SHEET L.1.4)

BUILDING ALTERNATES:

B1: PROVIDE SEPARATE COST FOR RETAIL SHELL BUILDING (TO GRAY SHELL LEVEL OF BUILD-OUT)

B2: PROVIDE SEPARATE COST FOR RESTROOM BUILDING (FULL BUILD OUT INCLUDING PLUMBING FIXTURES)

B3: PROVIDE SEPARATE COST FOR 3RD FLOOR SHELL SPACE (GRAY SHELL LEVEL OF BUILD OUT)

SYSTEM ALTERNATIVES:

P1: PROVIDE SEPARATE COST FOR GREY WATER REUSE SYSTEM

PERMIT SUBMISSIONS		
APPLICATION	PERMITS	APPROVAL
DATE	DATE	DATE
11/1/2023	11/1/2023	11/1/2023



OWNER

CITY OF FRANKLIN
VERNON GERTH
109 3RD AVENUE SOUTH
FRANKLIN, TENNESSEE 37064
(615) 554-6671
VERNON.GERTH@FRANKLIN.TN.GOV
PRECONSTRUCTION CONSULTANT
THE PARENT COMPANY
JIM BROWNLEE
241 WILSON PIKE CIRCLE
BRENTWOOD, TENNESSEE 37027
(615) 221-7000
JBROWNLEE@THEPARENTCO.COM

ARCHITECT OF RECORD

OHM ADVISORS
GARY SEBACH
208 10TH AVENUE SOUTH
NASHVILLE, TENNESSEE 37203
(615) 944-5254
GARY.SEBACH@OHM-ADVISORS.COM
LEED CONSULTANT
OPTIMIZED DESIGN SOLUTIONS
KEN SCALF
311 CAYSENS SQUARE LANE
FRANKLIN, TENNESSEE 37064
(615) 418-2348
KSCALF@GMAIL.COM

ARCHITECT / PROJECT MANAGER

STUDIO 8 DESIGN
ANNA RUTH KIMBROUGH
56 LINDSEY AVENUE
NASHVILLE, TENNESSEE 37210
(615) 250-8105
ARKIMBROUGH@S8-DESIGN.COM
SPECIFICATIONS CONSULTANT
SPECS & DETAILS
LYNN JOLLEY
PO BOX 281772
NASHVILLE, TENNESSEE 37338
(615) 875-8096
LJOLLEY@COMCAST.NET

LANDSCAPE ARCHITECT

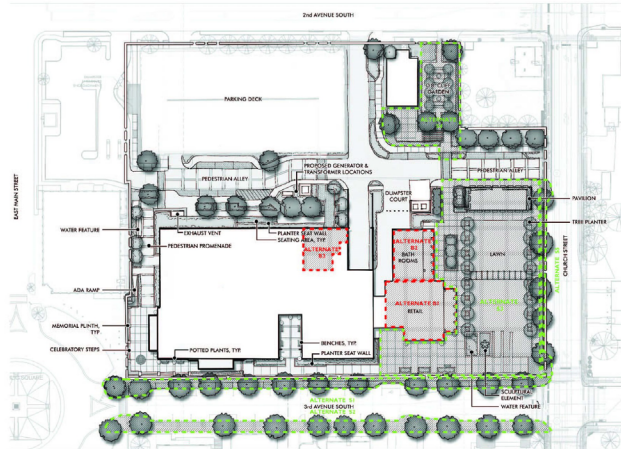
KISER VOGGIN DESIGN
KATIE RUDOWSKY GARRETT
5005 MERIDIAN BLVD, STE 100
FRANKLIN, TENNESSEE 37067
(615) 705-0587
KATIE@KISERVOGGIN.COM
SECURITY CONSULTANT
SRMC
JIM TOWNZEN
102 WEST MAIN STREET #85
NEW ALBANY, OHIO
(614) 224-3100
JMT@SRMCLLC.COM

INTERIOR DESIGNER

BRAND INTERIOR DESIGN
MALEE CHERRY
2900 LEBANON PIKE, STE 205
NASHVILLE, TENNESSEE 37214
(615) 212-5588
MALEE@BRANDINTERIORDSIGN.COM
LIGHTING CONSULTANT
HENDERSON ENGINEERS
JOHN WISEMAN
2550 MERIDIAN BOULEVARD
FRANKLIN, TENNESSEE 37067
(629) 224-0204
JOHN.WISEMAN@HENDERSONENGINEERS.COM

STRUCTURAL & MEP ENGINEER

GENESIS ENGINEERING
RUSSELL SKRABUT
134 4TH AVENUE NORTH
FRANKLIN, TENNESSEE 37064
(615) 628-7279
RASKRABUT@GENENG.COM
COMMISSIONING
FACILITY DIAGNOSTICS
MIKE HANEY
(615) 584-4452
MHANEY@FDLLC-CX.COM



DRAWING INDEX		
NUMBER	SHEET NAME	DATE
1	109 3RD AVENUE SOUTH	11/1/2023
2	109 3RD AVENUE SOUTH	11/1/2023
3	109 3RD AVENUE SOUTH	11/1/2023
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LEGEND
BUILDING ALTERNATES
SITE ALTERNATES

SCHEMATIC DESIGN

ISSUED: 04/21/2023

OHM
OFFICE OF HUMAN MOVEMENT
DESIGN/CONSTRUCTION

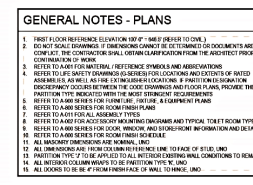
S8 design
STUDIO EIGHTY DESIGN

CITY OF FRANKLIN
FRANKLIN CITY HALL
109 3RD AVENUE SOUTH
FRANKLIN, TENNESSEE 37064
(615) 554-6671
WWW.FRANKLIN.TN.GOV

COVER

G-000

- 30+ pages of Architectural, Civil, Landscape Drawings
- Systems Narratives and Conceptual Plans
- Smart Building, AV, Broadcasting Narrative
- Lighting Design Conceptual Plans
- Acoustical Survey and Report
- Updated LEED Scorecard, LEED Boundary and Site Exhibit
- Commissioning Review and Report on 50% SD Documents
- Security Consultant Review of 50% SD
- Opinion of Probable Cost with Initial List of potential VE Items







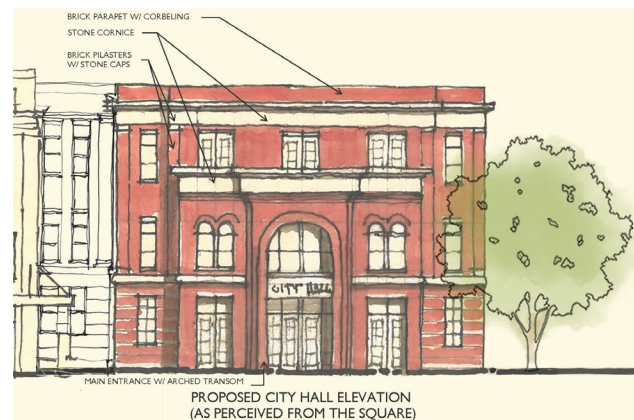
Initial Concept



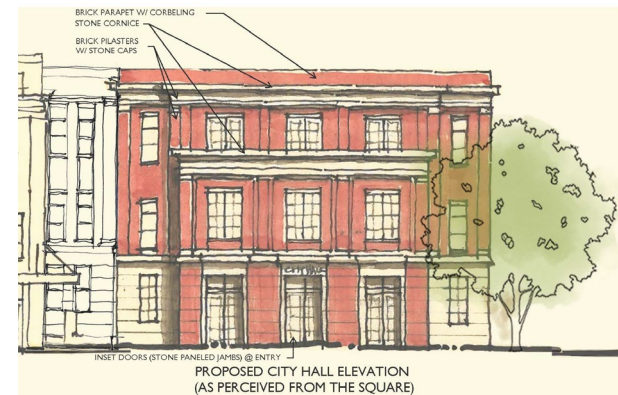
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3



4

Exterior Design – Public Square Elevation



Questions?



File #: 21-04683

DATE: May 11, 2023
TO: Board of Mayor and Aldermen
FROM: Eric Stuckey, City Administrator
Jaime Ewald, Organizational Development Specialist

SUBJECT:

Presentation Of City Of Franklin 2023 Employee Engagement Survey

PURPOSE:

The purpose of this memorandum is to provide information to the Franklin Board of Mayor and Aldermen (BOMA) concerning the 2023 Employee Engagement Survey.

BACKGROUND/STAFF COMMENTS:

In February 2023, the City of Franklin conducted its first professionally administered, citywide employee engagement survey. A high level of engagement is linked to increased performance, healthier employees, and better employee retention.

City staff reviewed options for survey providers and contracted with Energage. Energage has over 15 years of experience conducting research on workplace culture, and has a goal of helping leaders make a valuable impact on organizational culture, the working lives of employees, and society overall. The company has surveyed over 70,000 organizations and administers the regional and national Top Workplace program.

To ensure confidentiality, Energage administered the survey and tracked responses. Responses can *not* be tracked to individual employees. Energage also provides reporting on survey results. The charts and graphs included in the attached presentation were provided directly by Energage.

The survey was sent to each City employee via email. The survey was open for two weeks. The response rate was 91.6%. The survey consisted of approximately 30 statements, which employees scored on a Likert scale of 0-6 (strongly disagree to strongly agree). Employees were also given the opportunity to offer open-ended comments.

The survey offered staff an opportunity to provide feedback about their workplace experiences. This information will help leaders ensure that the City of Franklin is not only one of the best places to live, but also, one of the best places to work.

FINANCIAL IMPACT:

The cost for the survey came to \$19,500 and came from budget line 110-82560-41650. This cost includes an annual subscription to the survey platform. This platform provides extensive analytics and the ability to conduct additional high-quality surveys with our staff. Benchmark data is also included.

RECOMMENDATION:

Staff recommends that the Board of Mayor and Aldermen acknowledge the presentation of the 2023 Employee Engagement Survey.

OVERVIEW REPORT

Workplace Survey- 2023

Citywide Results

City of Franklin, TN



OVERVIEW REPORT



- The 2023 Workplace Survey was conducted during the month of February at the City of Franklin.
- 750 employees were invited and 687 responded (91.6%).
- Energage, a 3rd party survey provider, administered the survey and provides reporting.
- The survey measured overall employee engagement.

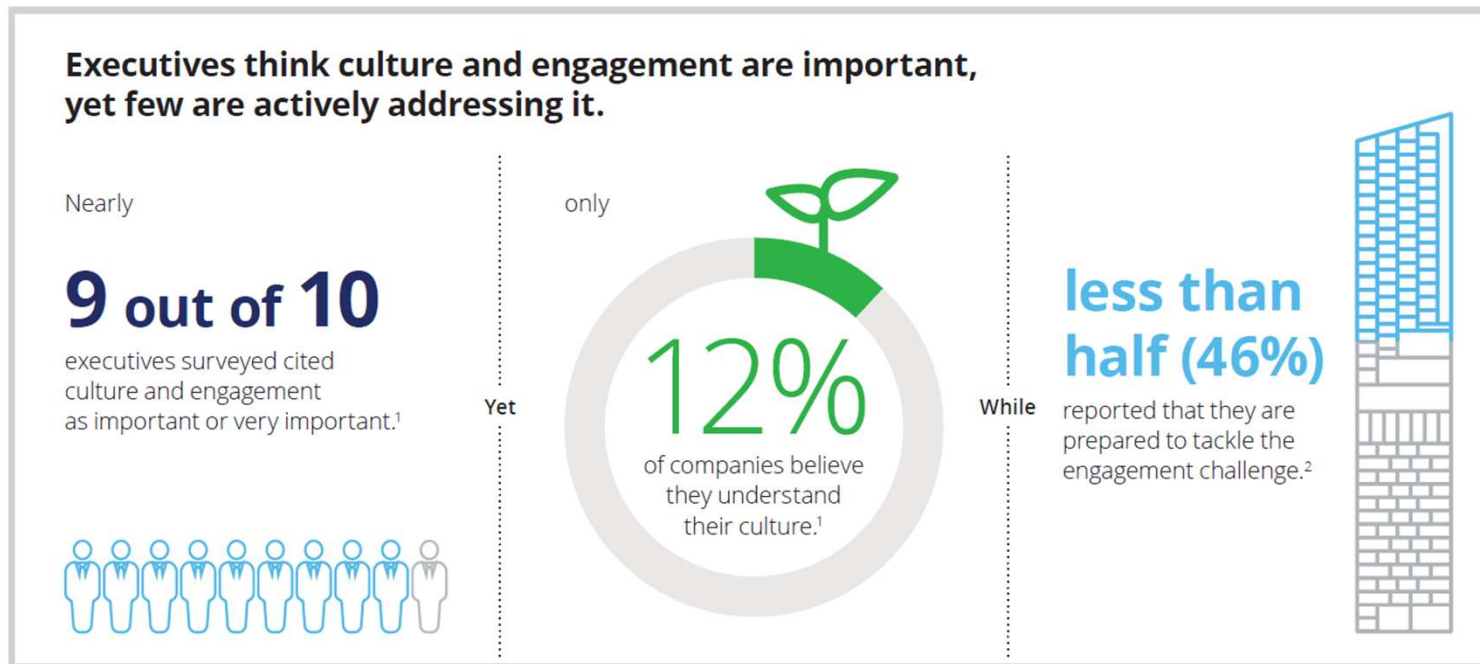


Employee Engagement defined:

- Employee Engagement is a positive psychological state where people feel an emotional commitment to the organization (goals, teammates, & customers/citizens).
 - Engaged employees are involved in, and enthusiastic about, their workplace.
- When organizations have higher engagement they see better productivity, improved performance, and happier, healthier employees.
 - Culture is what we do and how we do it. Engagement is the measurement.
- The survey measures the factors that impact engagement the most.

Employee Engagement:

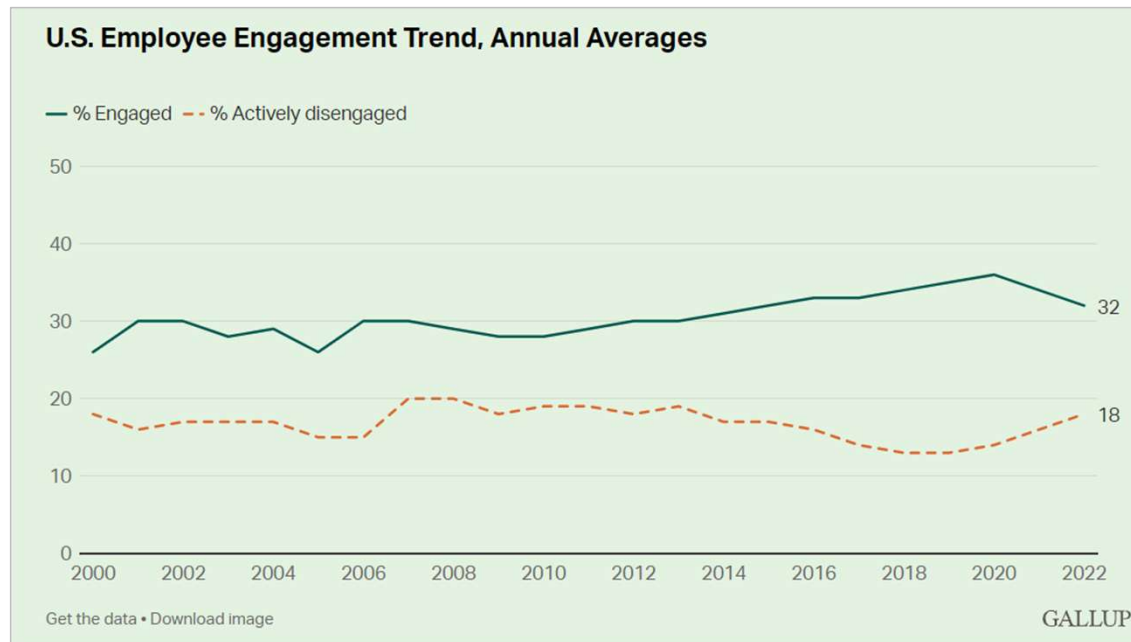
- Research from Deloitte* shows that most leaders see engagement as an important driver of success, but far fewer understand or prioritize it.



OVERVIEW REPORT

Employee Engagement:

- Recent Gallup poll data shows 32% of US employees are engaged, 50% are neutral, and 18% are actively disengaged.*



*www.gallup.com/workplace/468233/employee-engagement-needs-rebound-2023.aspx

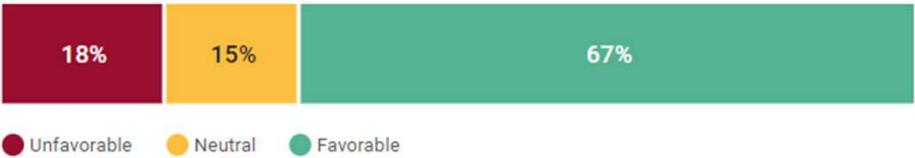
OVERVIEW REPORT

City of Franklin Employee Engagement Score:

ENGAGEMENT SCORE

Overall employee engagement: 67%

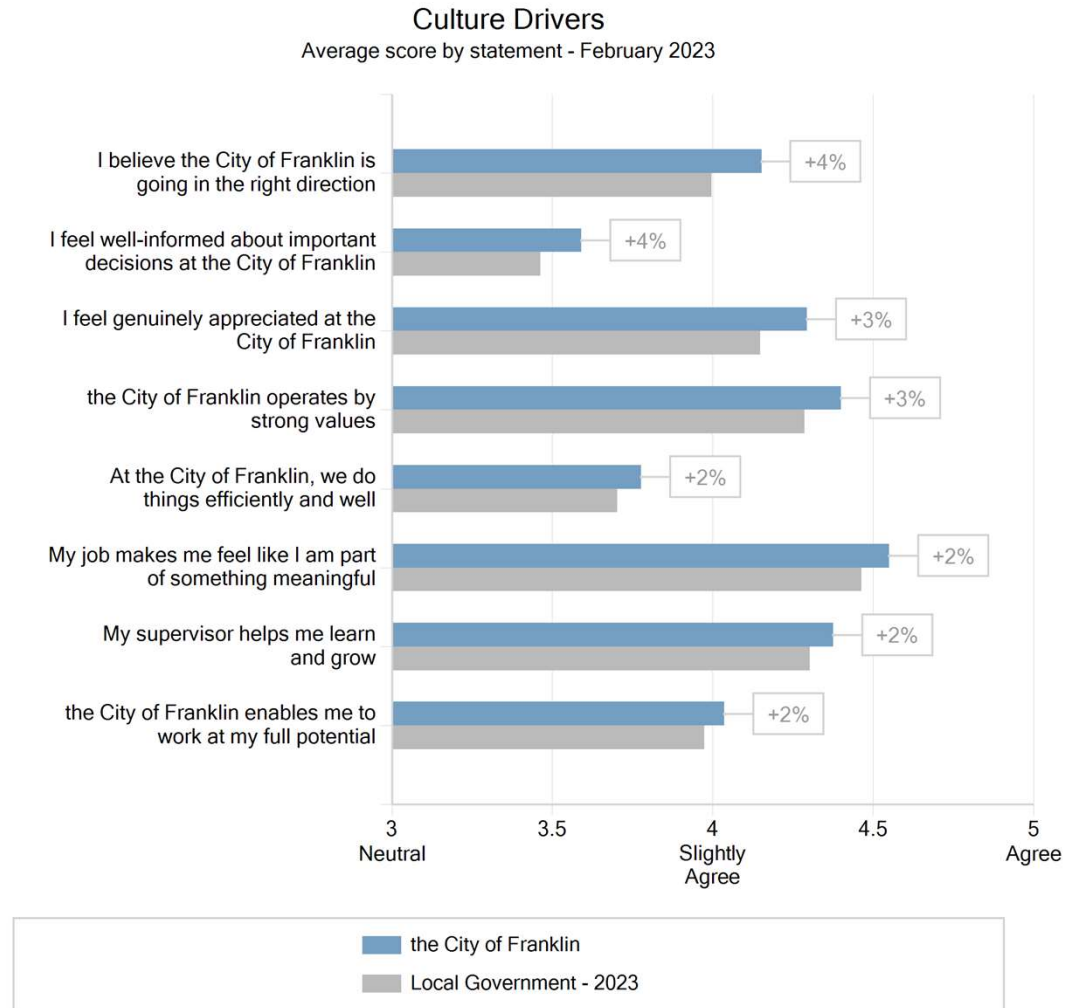
Overall benchmark average: 64%



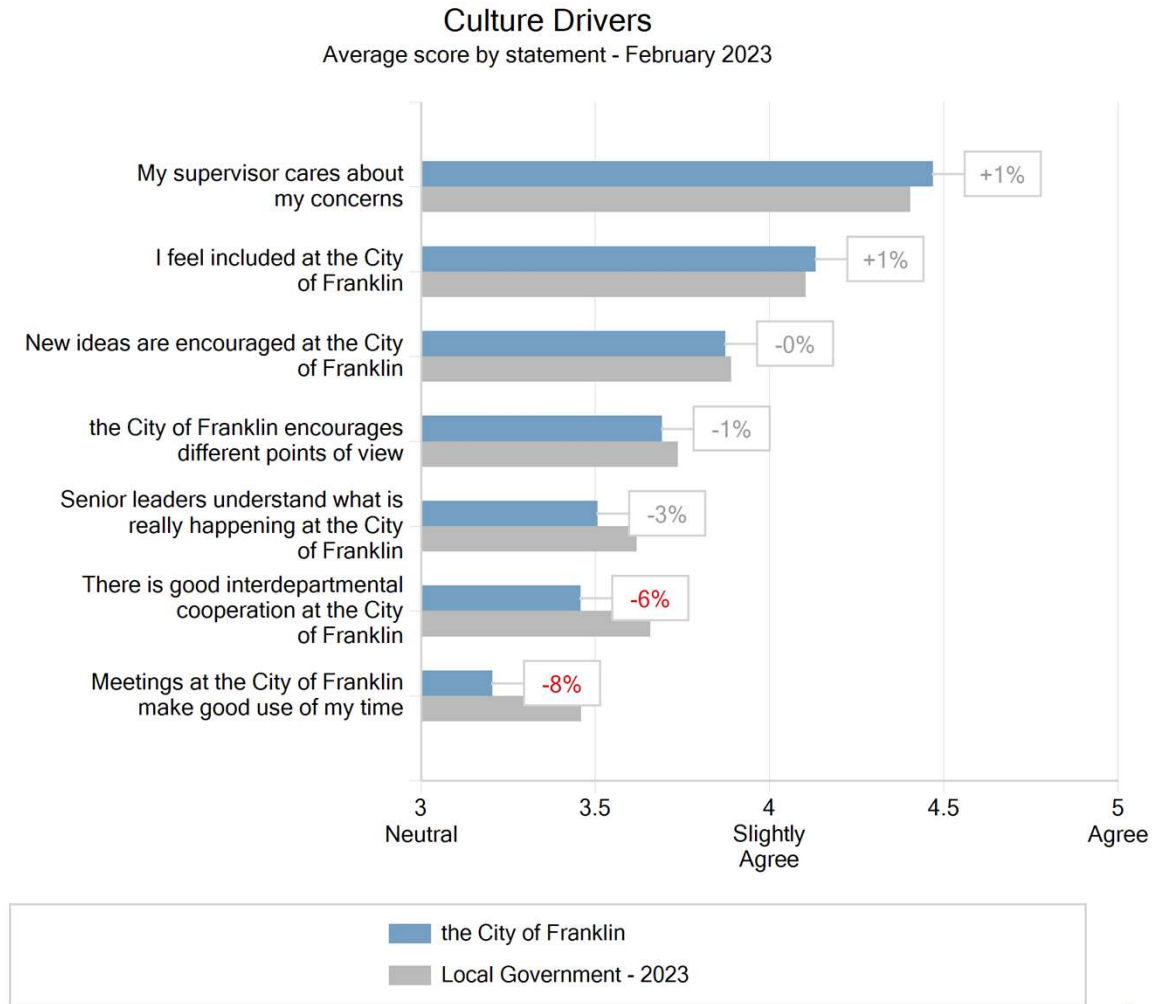
[Get the Details →](#)



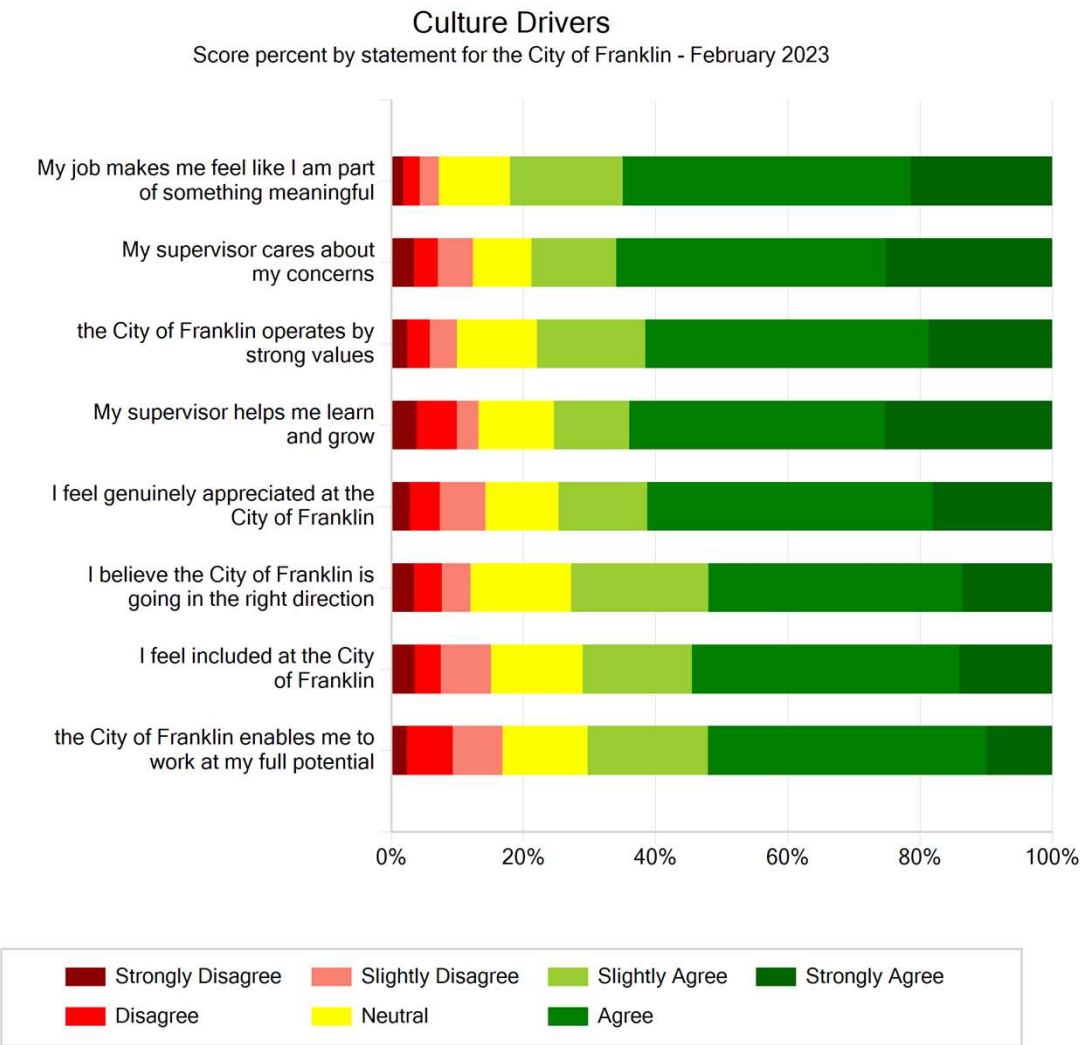
This chart shows the average response for Culture Drivers statements at the organizational level.



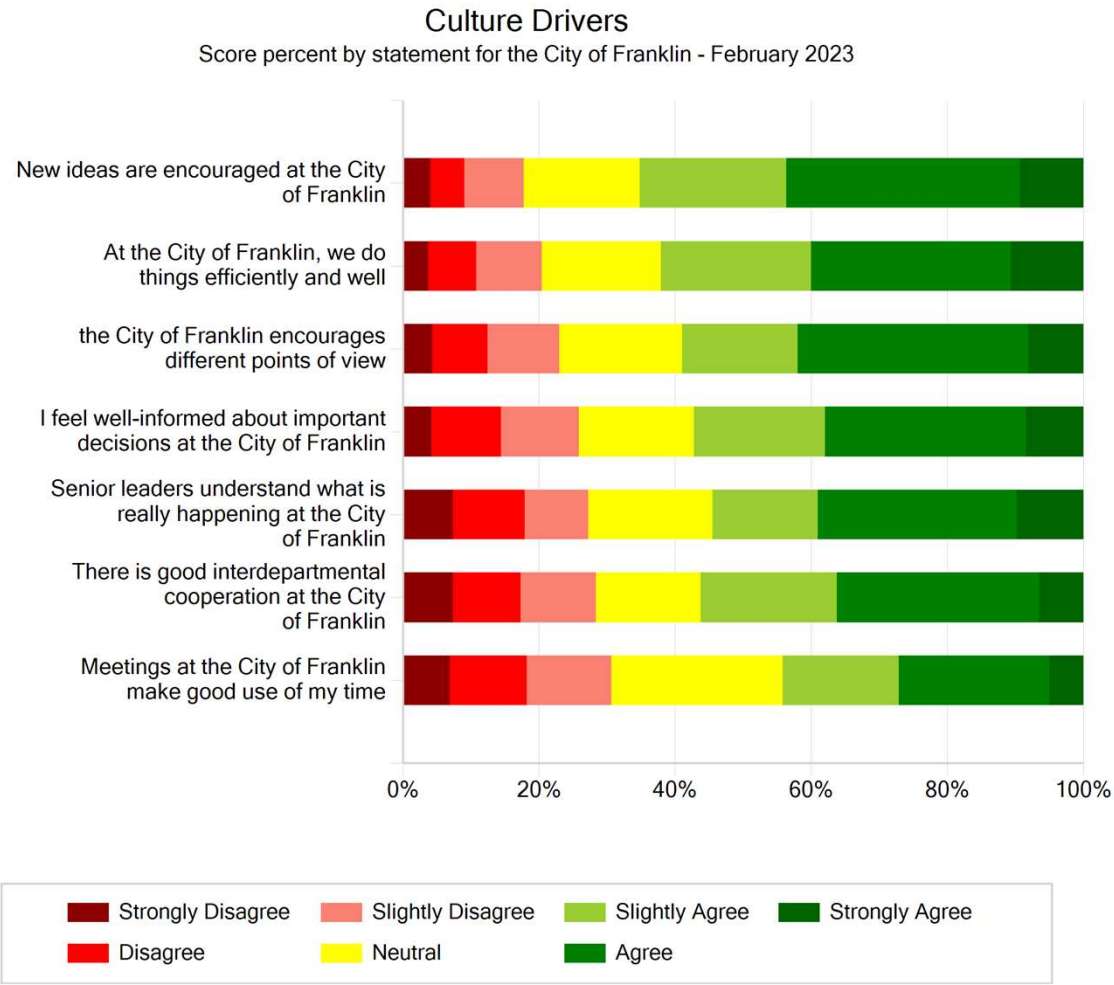
This chart shows the average response for Culture Drivers statements at the organizational level.



This chart shows the distribution of responses for Culture Drivers statements

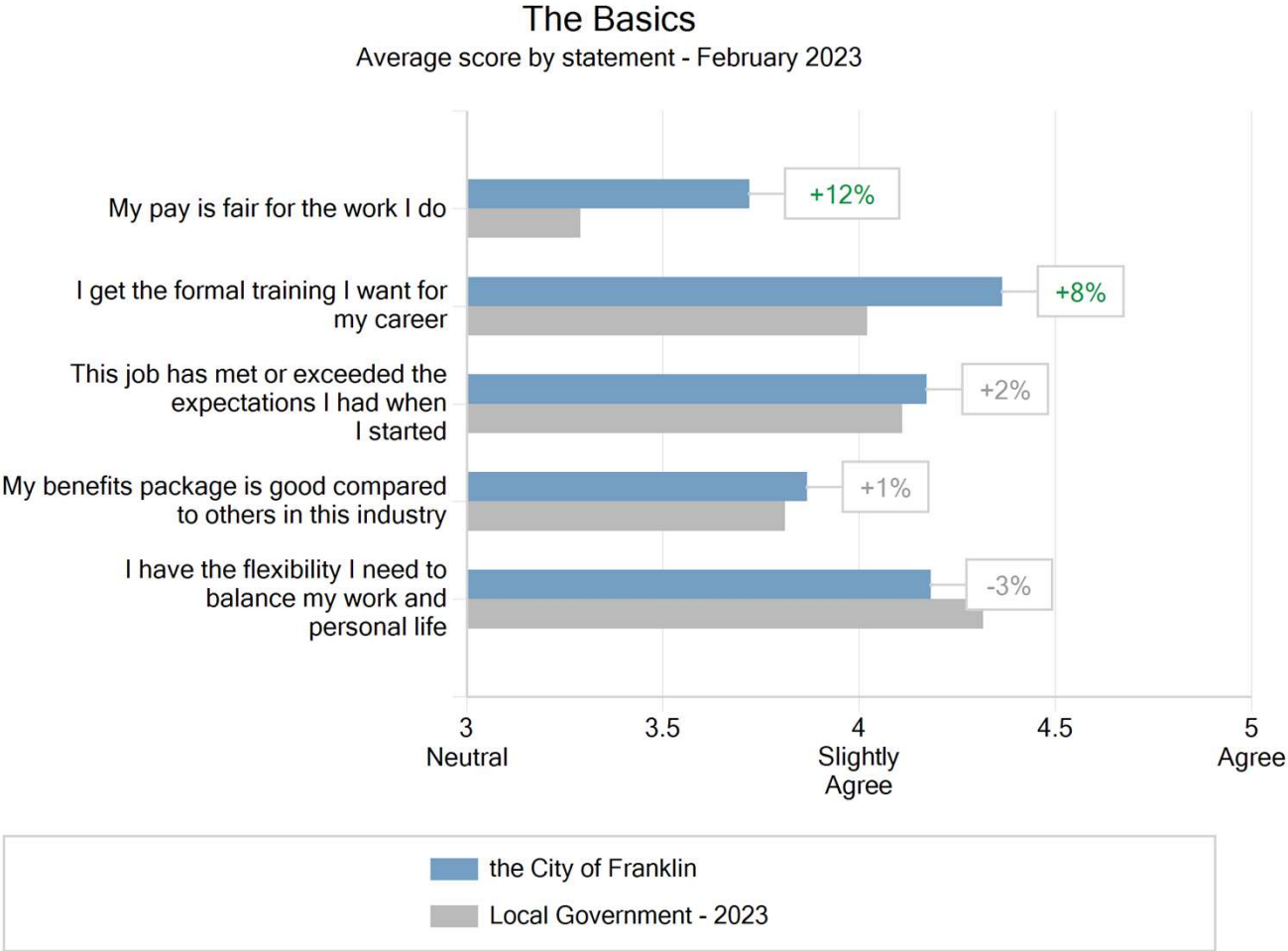


This chart shows the distribution of responses for Culture Drivers statements



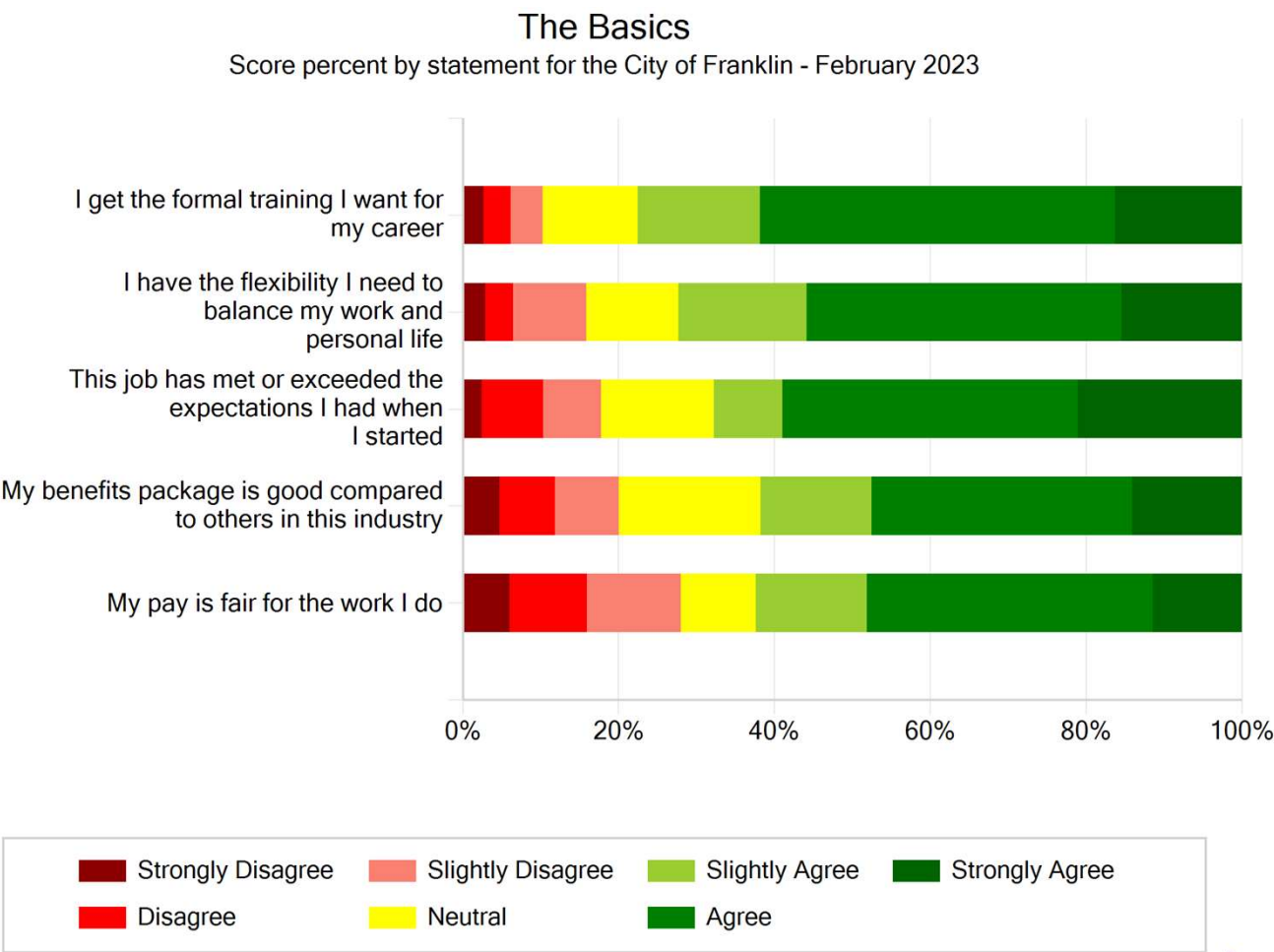
THE BASICS - OVERALL

This chart shows the average response for The Basics statements at the organizational level.



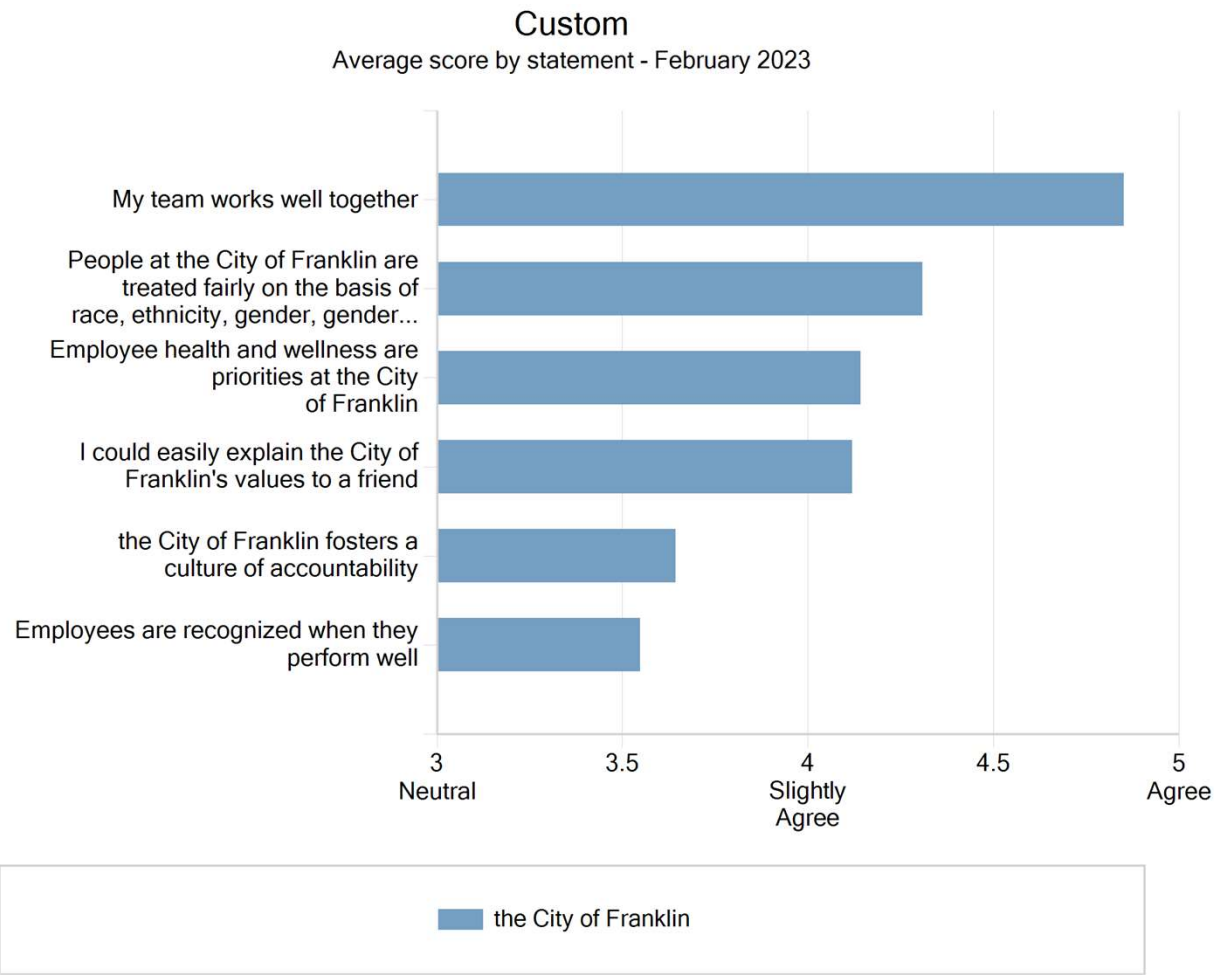
THE BASICS

This chart shows the distribution of responses for The Basics statements



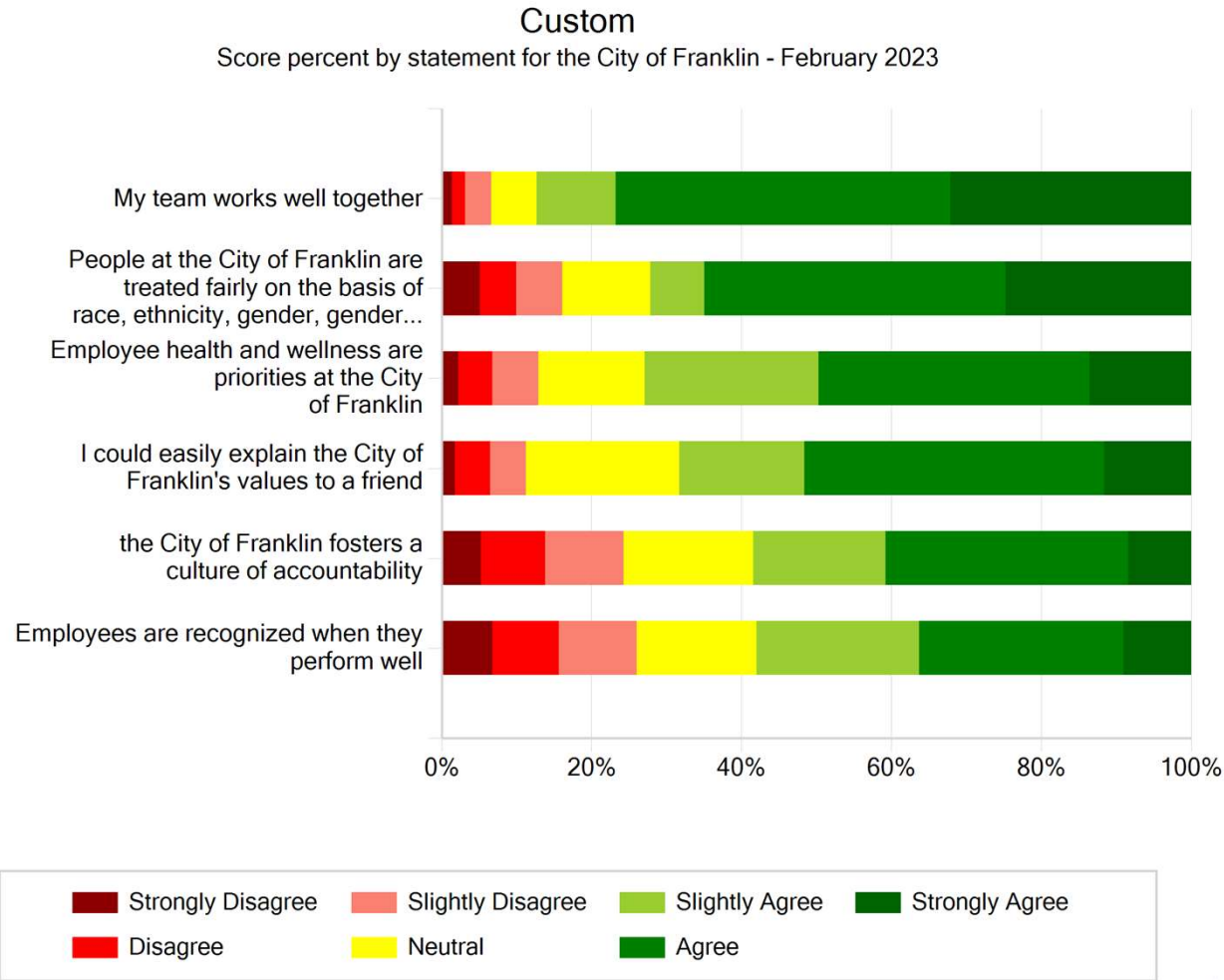
CUSTOM - OVERALL

This chart shows the average response for Custom/Optional statements at the organizational level.



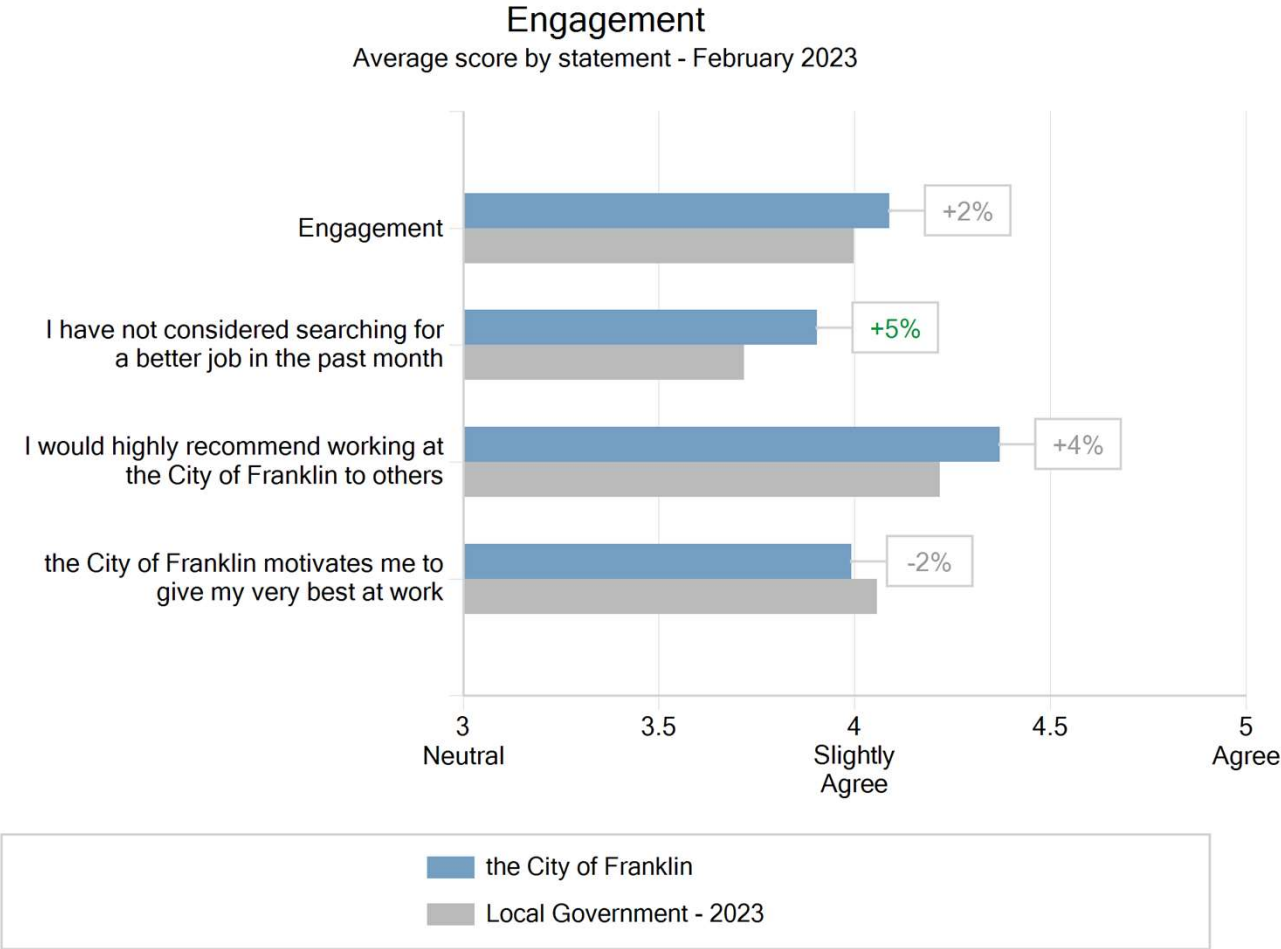
THE BASICS

This chart shows the distribution of responses for Custom/Optional statements



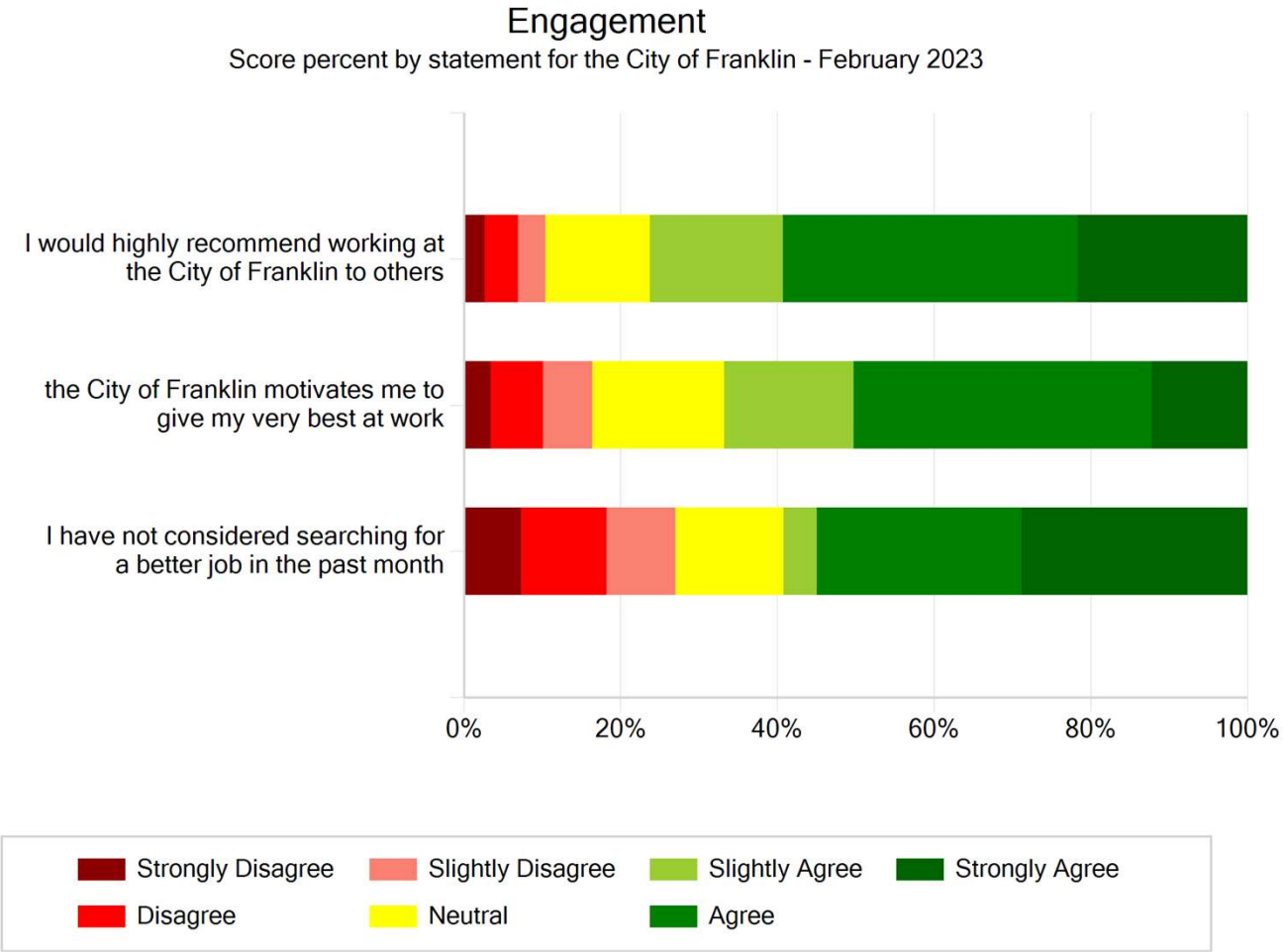
ENGAGEMENT - OVERALL

This chart shows the average response for Engagement statements at the organizational level.



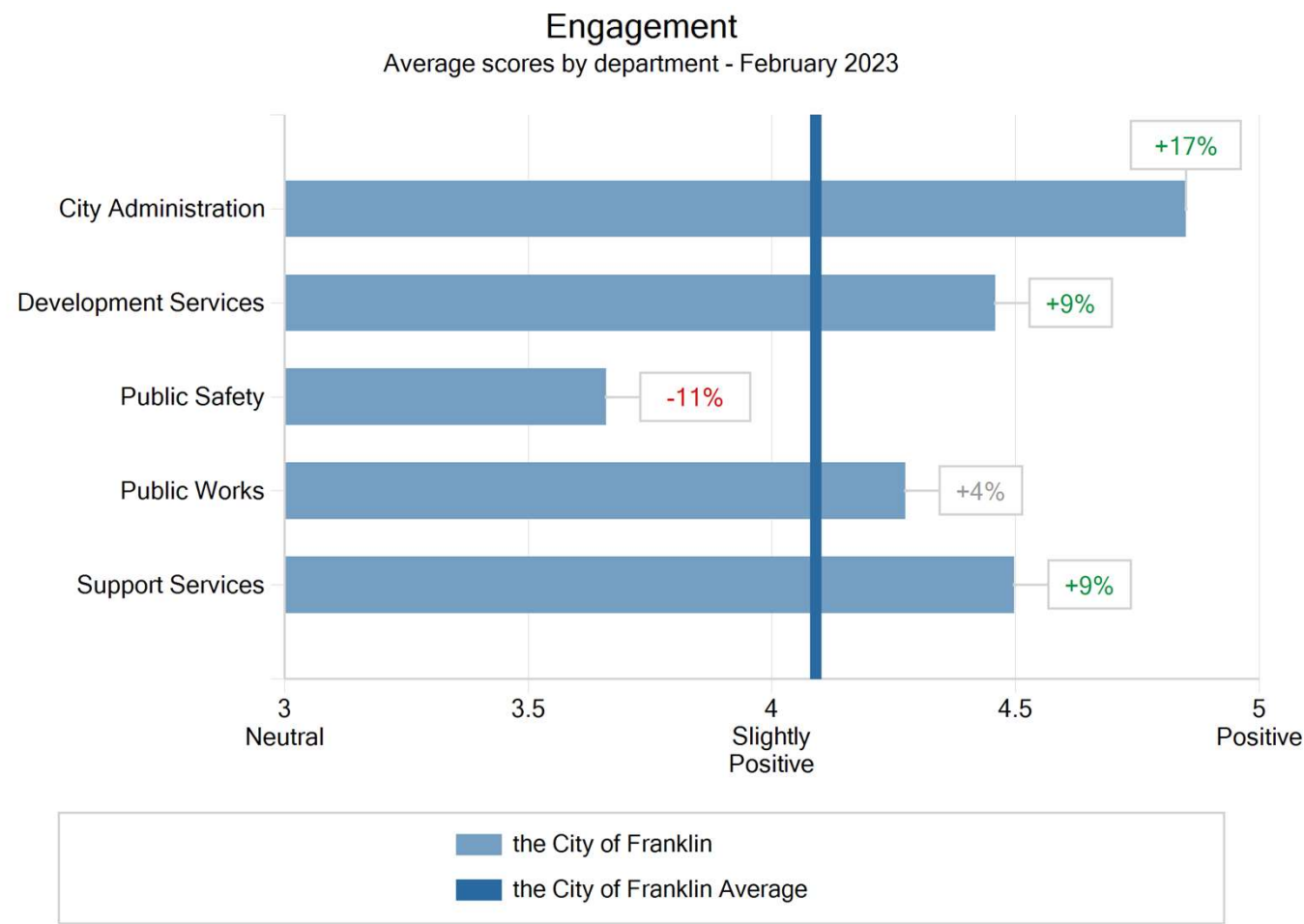
THE BASICS

This chart shows the distribution of responses for Engagement statements



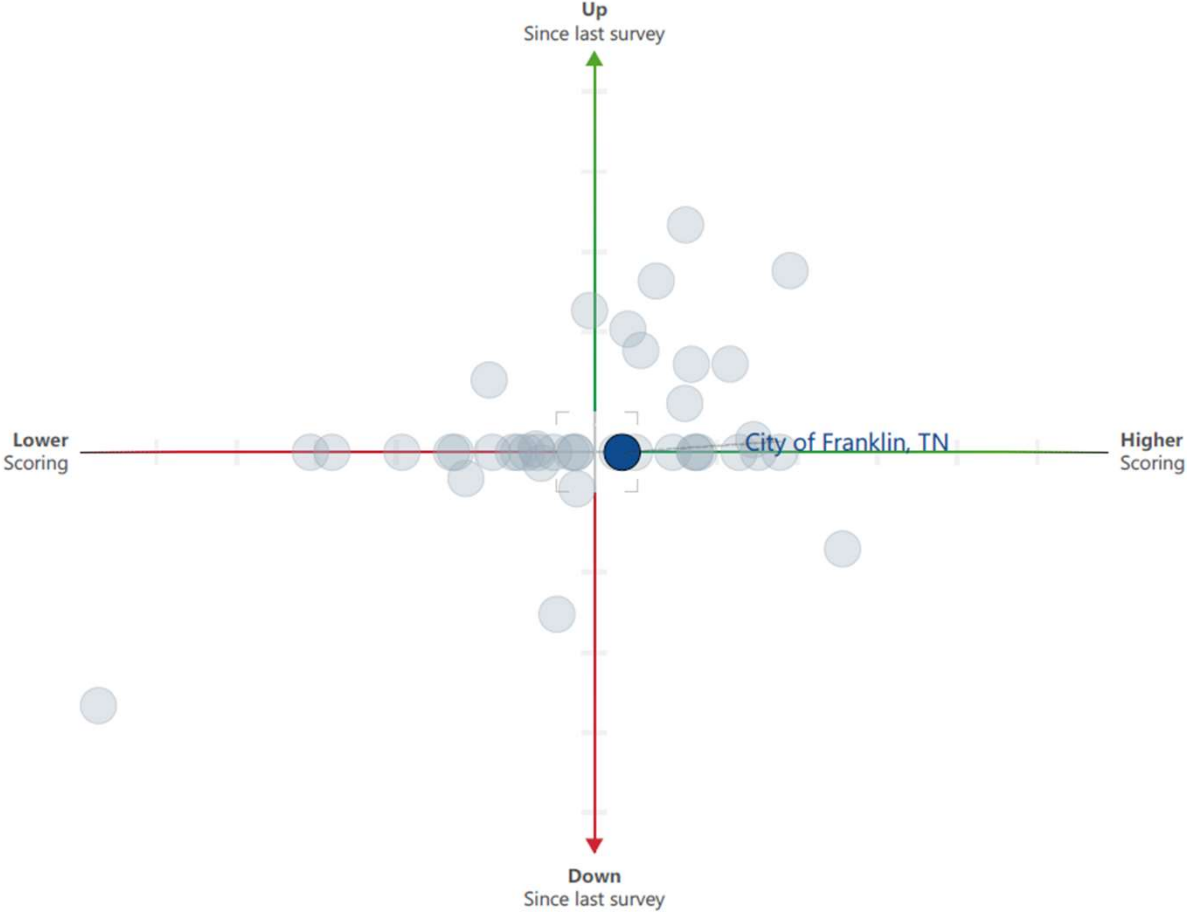
ENGAGEMENT - OVERALL

This chart shows the average response for Engagement statements by top-level department.



OVERVIEW REPORT

This chart shows the results of the Leader Statement.



Recap of Statements

- My team works well together.
- My job makes me feel like I am part of something meaningful.
- The City of Franklin operates by strong values.
- My supervisor cares about my concerns.
- My supervisor helps me learn and grow.

Top Scoring Statements (Averages)

- Meetings make good use of my time.
- There is good interdepartmental cooperation.
- Senior leaders understand what is really happening.
- I feel well informed about decisions.
- Employees are recognized when they perform well.

Lowest Scoring Statements (Averages)





Employee Survey Response

Citywide	• 3 focus areas • Biggest need/impact org-wide • Leadership Team responsible
Joint Initiatives	• Large, 24/7 operations (Fire, Police, Water) • Holistic approach • Shared responsibility
Departmental	• 1-3 survey statements • Team members select • Departments are empowered and responsible

Employee Survey Response:



Next Steps



- May: Department Meetings
- June/July: Brief follow-up survey
- Ongoing process to apply and respond to feedback (2023-2024)
 - Leadership committees/leaders to address citywide priorities
 - Departments identify and address team priorities
- Additional adjustments or initiatives will follow
- Engagement Survey again in 2025 (2 year cycle)



14 years of culture research

8 patents granted

**60,000
organizations
surveyed**

**20,000,000
employee
voices**

450,000,000 data points

ABOUT ENERGAGE

Making the world a better place to work together.

Our passion and purpose is to make the world a better place to work together. Founded in 2006, Energage™ is the fastest growing major employee survey company in the country. This year alone, more than three million employees in over 8,000 organizations will participate in the Top Workplaces™ campaign – a program we conduct in partnership with more than 50 prestigious media partners across the United States.

This report was generated using a survey insight reporting system and method covered by U.S. patent #10,055,701 as well as one or more pending U.S. and global patent applications.



Energage is a founding B Corporation member, a coalition of organizations that are leading a global movement to redefine success in business by offering a positive vision of a better way to do business.

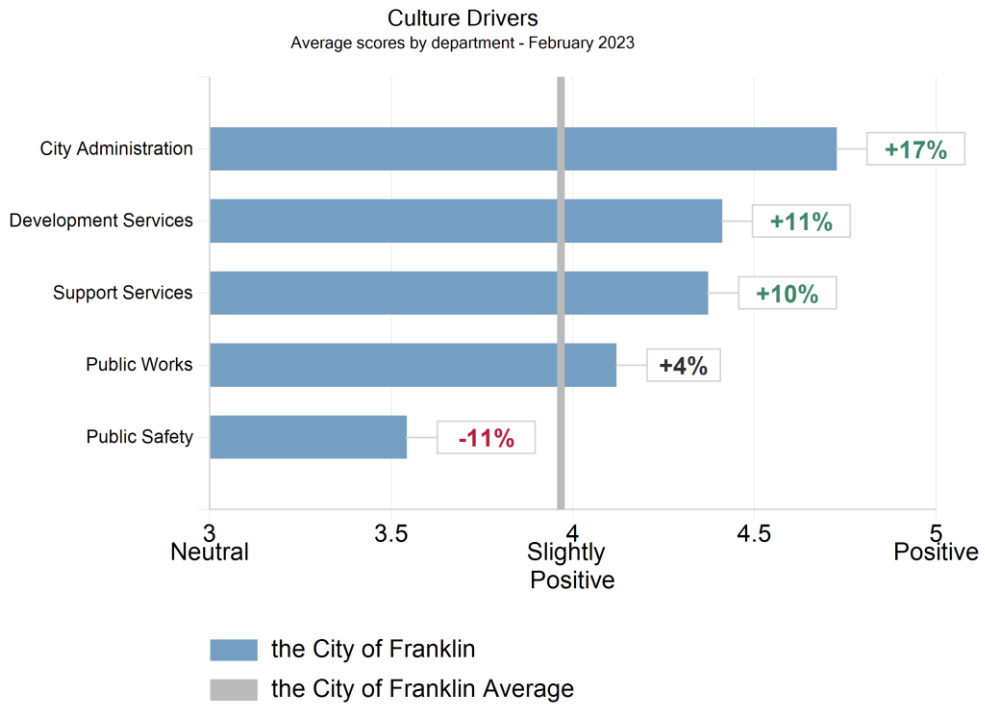
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Management Intelligence Report

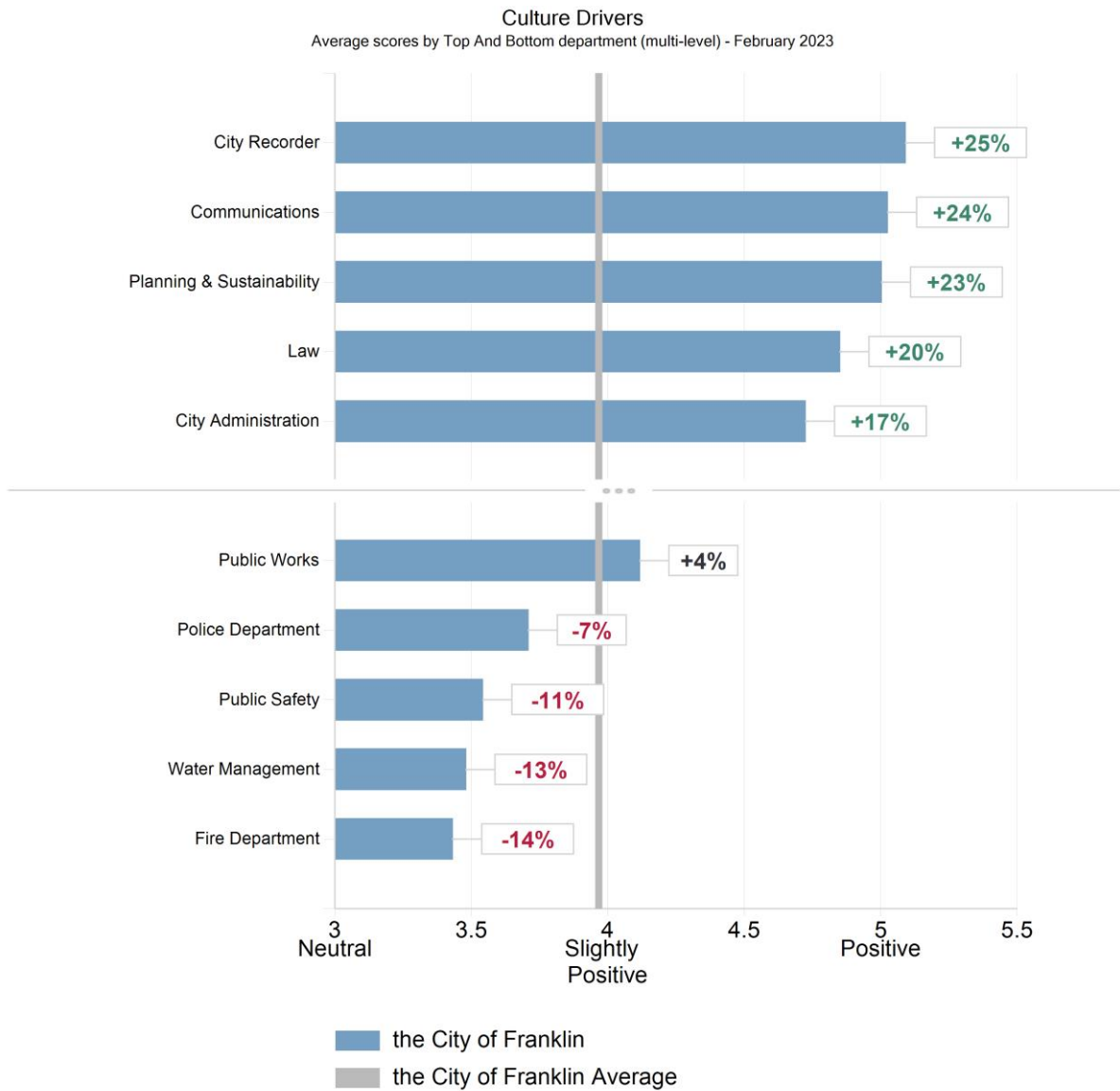
City of Franklin, TN

February 2023

Top level department scores



Top and bottom department scores



Public Safety

This page shows the score for each theme and statement in the Public Safety department compared to the City of Franklin, TN average.

5th

of 5 top-level departments



Align (-14%)

- I believe the City of Franklin is going in the right direction (-12%)
- the City of Franklin operates by strong values (-10%)
- Meetings at the City of Franklin make good use of my time (-18%)
- There is good interdepartmental cooperation at the City of Franklin (-19%)



Perform (-18%)

- the City of Franklin encourages different points of view (-21%)
- Senior leaders understand what is really happening at the City of Franklin (-17%)
- At the City of Franklin, we do things efficiently and well (-19%)
- New ideas are encouraged at the City of Franklin (-14%)



Connect (-9%)

- I feel genuinely appreciated at the City of Franklin (-11%)
- I feel included at the City of Franklin (-12%)
- My job makes me feel like I am part of something meaningful (0%)
- I feel well-informed about important decisions at the City of Franklin (-17%)



Coach(-3%)

- the City of Franklin enables me to work at my full potential (-8%)
- My supervisor cares about my concerns (-2%)
- My supervisor helps me learn and grow (-1%)

Public Works

This page shows the score for each theme and statement in the Public Works department compared to the City of Franklin, TN average.

4th

of 5 top-level
departments



Align (+6%)

- I believe the City of Franklin is going in the right direction (+5%)
- the City of Franklin operates by strong values (+2%)
- Meetings at the City of Franklin make good use of my time (+8%)
- There is good interdepartmental cooperation at the City of Franklin (+9%)



Perform (+7%)

- the City of Franklin encourages different points of view (+9%)
- Senior leaders understand what is really happening at the City of Franklin (+2%)
- At the City of Franklin, we do things efficiently and well (+8%)
- New ideas are encouraged at the City of Franklin (+6%)



Connect (+3%)

- I feel genuinely appreciated at the City of Franklin (+4%)
- I feel included at the City of Franklin (+4%)
- My job makes me feel like I am part of something meaningful (-1%)
- I feel well-informed about important decisions at the City of Franklin (+5%)



Coach(-1%)

- the City of Franklin enables me to work at my full potential (+2%)
- My supervisor cares about my concerns (-2%)
- My supervisor helps me learn and grow (-2%)

Support Services

This page shows the score for each theme and statement in the Support Services department compared to the City of Franklin, TN average.

3rd

of 5 top-level departments

Align (+13%)

- I believe the City of Franklin is going in the right direction (+13%)
- the City of Franklin operates by strong values (+10%)
- Meetings at the City of Franklin make good use of my time (+15%)
- There is good interdepartmental cooperation at the City of Franklin (+15%)

Perform (+13%)

- the City of Franklin encourages different points of view (+17%)
- Senior leaders understand what is really happening at the City of Franklin (+14%)
- At the City of Franklin, we do things efficiently and well (+12%)
- New ideas are encouraged at the City of Franklin (+11%)

Connect (+8%)

- I feel genuinely appreciated at the City of Franklin (+8%)
- I feel included at the City of Franklin (+10%)
- My job makes me feel like I am part of something meaningful (0%)
- I feel well-informed about important decisions at the City of Franklin (+12%)

Coach(+4%)

- the City of Franklin enables me to work at my full potential (+5%)
- My supervisor cares about my concerns (+4%)
- My supervisor helps me learn and grow (+2%)

Development Services

This page shows the score for each theme and statement in the Development Services department compared to the City of Franklin, TN average.

2nd

of 5 top-level departments



Align (+10%)

- I believe the City of Franklin is going in the right direction (+6%)
- the City of Franklin operates by strong values (+12%)
- Meetings at the City of Franklin make good use of my time (+7%)
- There is good interdepartmental cooperation at the City of Franklin (+11%)



Perform (+16%)

- the City of Franklin encourages different points of view (+13%)
- Senior leaders understand what is really happening at the City of Franklin (+23%)
- At the City of Franklin, we do things efficiently and well (+15%)
- New ideas are encouraged at the City of Franklin (+12%)



Connect (+10%)

- I feel genuinely appreciated at the City of Franklin (+13%)
- I feel included at the City of Franklin (+14%)
- My job makes me feel like I am part of something meaningful (-1%)
- I feel well-informed about important decisions at the City of Franklin (+15%)



Coach(+6%)

- the City of Franklin enables me to work at my full potential (+11%)
- My supervisor cares about my concerns (+5%)
- My supervisor helps me learn and grow (+3%)

City Administration

This page shows the score for each theme and statement in the City Administration department compared to the City of Franklin, TN average.

1st

of 5 top-level departments



Align (+21%)

- I believe the City of Franklin is going in the right direction (+18%)
- the City of Franklin operates by strong values (+15%)
- Meetings at the City of Franklin make good use of my time (+29%)
- There is good interdepartmental cooperation at the City of Franklin (+22%)



Perform (+22%)

- the City of Franklin encourages different points of view (+21%)
- Senior leaders understand what is really happening at the City of Franklin (+24%)
- At the City of Franklin, we do things efficiently and well (+24%)
- New ideas are encouraged at the City of Franklin (+17%)



Connect (+15%)

- I feel genuinely appreciated at the City of Franklin (+10%)
- I feel included at the City of Franklin (+15%)
- My job makes me feel like I am part of something meaningful (+8%)
- I feel well-informed about important decisions at the City of Franklin (+28%)



Coach(+12%)

- the City of Franklin enables me to work at my full potential (+14%)
- My supervisor cares about my concerns (+10%)
- My supervisor helps me learn and grow (+12%)

About Energage

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Certified



Corporation

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Energage, LLC

397 Eagleview Blvd. Ste 200 | Exton, PA 19341

Tel: (800) 749-0187

www.energage.com

