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

City of Franklin

Meeting Agenda

Work Session

Tuesday, November 25, 2014 | **5:00 PM** | **Board Room**

Call to Order

Citizen Comments

WORKSESSION DISCUSSION ITEMS

1. 14-613 Presentation of Stormwater Construction Site Inspection Utilizing iPads

Sponsors: Paul Holzen

Attachments: SKMBT_C654e14111018010

2. **14-614** Carter Hill Battlefield Park Property Discussion

Sponsors: Eric Stuckey

3.* 14-650 Consideration of Interlocal Agreement Between Marshall County and the City of Franklin For the Processing of Recyclables (COF Contract #2014-0305)

Sponsors: Becky Caldwell

Attachments: Signed Marshall Cty Interlocal.pdf

11112014 - Marshall County Interlocal Agreement

4. 14-545 Consideration of Ordinance 2014-28 Amending Table 3-2 of the Zoning Ordinance: Permitted Uses and Chapter 8 Definitions, to Allow Short-Term Vacation Rentals in Various Zoning Districts (10/23/14 FMPC 7-0: 4-14-15 BOMA 1st Reading 8-0; 5-26-15 BOMA 2ND Reading 7-0); THIRD AND FINAL READING

Sponsors: Vernon Gerth and Chris Bridgewater

Attachments: 2014-28 FMPC 10-23-14

2014.09.20 transient rental cabin information memo-rev 1

Metro Ordinance - STVR Vacation Rentals 04-2015.docx

Legislative History

10/23/14	Franklin Municipal Planning Commission	recommended favorably to the Board of Alderman and to the Work Session
11/11/14	Work Session	referred to the Work Session
11/11/14	Board of Mayor & Aldermen	referred as an Old Business Item to the Board of Mayor & Aldermen

5. 14-586 Consideration of Resolution 2014-50, A resolution to Approve the Preliminary Design and Authorize Staff to Proceed with Final Design, Right-of-Way Acquisition and Construction Bidding Phase for the 100-Block Battle Avenue Drainage Improvements Project (11/12/14 CIC Referred to 11/25/14 Worksession 3-0)

Sponsors: David Parker

Attachments: Resolution2014-50_100BlockBattleAveDesign-EXHIBITA

RES 2014-50 100 Block Battle Ave Design

Legislative History

11/12/14	Capital Investment Committee	referred to the Work Session

6. 14-654 Overview of the “Vested Property Rights Act of 2014”

Sponsors: Vernon Gerth

Attachments: VESTING 11-11-14.pptx

VESTING 11-11-14.pdf

7. 14-593 Discussion of Peer Cities Analysis for Financial Comparisons.

Sponsors: Russ Truell

Attachments: Moody's Aaa Cities and suggested selections

Triple-A Cities (S&P_Moodys)

08-21-2014_2013 US Local Government Medians Demonstrate Stability of Sect

2012 Moody's Local Government Medians

PFM Peer Cities Analysis Horizontal.pdf

8. 14-657 Consideration of Contract #2014-0214 for the Receipt of Community Development Block Grant Funding to Franklin Housing Authority. (11/25/14 WS)

Sponsors: Chris Bridgewater

Attachments: Contract 2014-0214 Scoring Sheets 10-14

Contract 2014-0214 Franklin Housing Authority v2

9. **14-649** Recreation Trails Program (RTP) Grant Contract No. 2014-0275: The Franklin Blueway & Equestrian Connection. (11/25/14 WS)

Sponsors: Lisa Clayton

Attachments: Recreation Trails Grant Contract No 2014-0275.pdf

Grant Award Letter 2013.pdf

10. 14-554 Consideration of Resolution 2014-81, A Resolution To Create The Position of Police Fiscal Manager and Modify the Organizational Chart for the Police Department (11/25/14 WS)

Sponsors: Deb Faulkner

Attachments: 2014-81 Police fiscal manager.docx

2014-81 42 Form-Organizational Chart 10-29-14draft.pdf

Other Business

Adjournment

ANYONE REQUESTING ACCOMODATIONS DUE TO DISABILITES SHOULD CONTACT A.D.A. COORDINATOR, AT 550-5721 AT LEAST 10 DAYS PRIOR TO THE MEETING, IF POSSIBLE.

City of Franklin Street Department
108 Southeast Parkway
Franklin, Tennessee 37064
Phone: 615-791-3254 Fax: 615-791-3200

EP&SC Inspection Report

Site Name: Muddy Brook Manor
Permit Number: SWG-99-01
Site Address: 123 Main Street
Weather Description: Sunny

All repairs should be completed within seven days or before next rain event, per City of Franklin and TDEC standards.

General Info/Roads and Entrance:	N/A	Yes	NO	Other Comments
Current Plans and SWPPP on site		X		
Erosion Controls installed per plan			X	Inlet protection not installed
Existing roads entering site clean			X	Track out on Main Street
Construction entrance working properly		X		
New roads in development clean			X	Trackout on Hewitt Circle
Inlet protectors installed and clean			X	
Site Stabilization/Buffer Zones:				
Stockpiles of soil stabilized	X			
Ditch swales stabilized		X		
Temporary stabilization needed		X		Several areas in need of stabilization
Buffer Zone clearly marked		X		
Equipment kept out of Buffer Zone		X		
Damaged vegetation been repaired	X			
Silt Fence/Stone Check Dams:				
Silt Fence installed properly			X	Northwest boundary
Silt Fence need cleaning		X		Northwest boundary
Silt Fence need repair/replacement		X		
Check Dams installed with Geotextile		X		
Check Dams need cleaning		X		
Check Dams need repair/replacement		X		
Sediment Ponds/Outfalls:				
Sediment Pond installed and stabilized	X			
Sediment Pond/Outfall working properly	X			
Sediment Pond needs cleaning	X			
Geotextile under Rip-rap/Filter Rings	X			

Inspector: [signature]

Date: 11-7-14

City of Franklin
Engineering Dept.
109 3rd Ave. S.
Franklin, Tn 37064
615-791-3218

City of Franklin Stormwater Inspection Report

Date: 11/07/2014

BASIC INFORMATION

Site or Project Name	Muddy Brook Manor, Section 1
COF Project Number	#1234
Date of Inspection	11/07/2014
Primary Permittee Name	John Doe Developments LLC, John Doe
Has rainfall been checked/documented daily?	Yes
City Inspectors Name	Doug Noonan
Current weather conditions	Sunny

Please check the box if the following items are on-site

Notice of Coverage (NOC)	☐
Site contact information	☐
Stormwater Pollution Prevention Plan (SWPPP)	☑
Rain Gage	☑
Twice-weekly inspection documentation	☑
Grading Permit	☑

BMPS

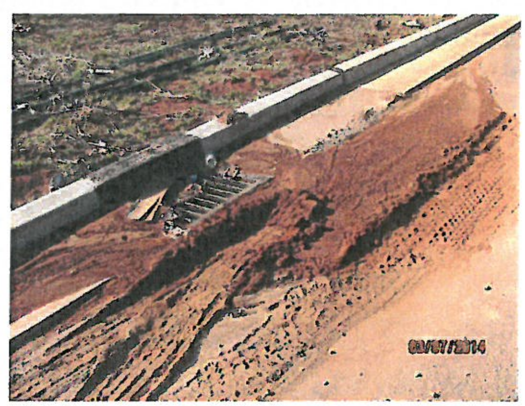
Are the Erosion Prevention and Sediment Controls (EPSCs) functioning correctly: If "No", describe below in Comment Section

1. Are EPSC's in accordance with the SWPPP? No

Comments

-Inlet protection not installed per the plans.

Photo



2. Are EPSCs installed properly and functional? No

Comments

-Silt fence along the northwest boundary in need of maintenance.

-Check dams in need of maintenance.

-Inlet protection in need of maintenance on Maple Street and Hewitt Circle.

Photo

3. Is the proper stream buffer zone maintained? — Yes

Comments

Photo

4. Were there unstable, inactive areas on the site? If so does the inspector know the length of time has been more than 14 days (or 7 days for steep slopes)? — Yes

Comments

-Several areas in need of stabilization.

Photo

5. Are more than 50 acres disturbed at one time? — No

Comments

Photo

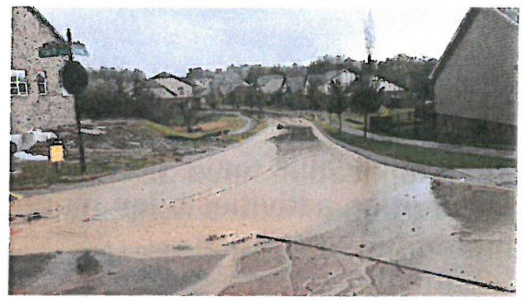
6. Has sediment discharged offsite? Yes

Comments

-Sediment has discharged offsite and into Main Street. Sediment laden water was observed flowing into several catch basins.

-Sediment has discharged offsite and into the public right of way along Maple Street, severe deposition around fire hydrant.

Photo

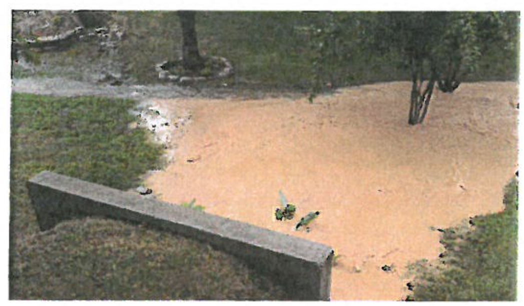


7. Has sediment discharged into waters of the State? Yes

Comments

-Sediment laden water was observed discharging to West Franklin Branch

Photo



8. Are there any ARAP violations onsite? No

Comments

Photo

9. Is a concrete washout area located onsite? Yes

Comments

-The concrete washout is in need of maintenance.

Photo

10. If applicable, have dishcharges from dewatering activities been managed by appropriate controls?

Comments

Photo

11. Is there evidence of sediment track out on streets? Yes

Comments

-Track out present on Hewitt Circle.

Photo

12. Have all previous EPSC deficiencies from prior site visits or inspections been addressed? If not explain remaining deficiencies below. Yes

Comments

Photo

13. Are there any other EPSC or environmental issues not covered above that should be noted onsite? Yes

Comments

-Lot 22 irrigation system was flowing across bare soil, into Sycamore Lane, and into a catch basin.

Photo

PICTURES

Addtional Pictures Taken at Site

Photo 1

PHOTO

Photo1

Photo2

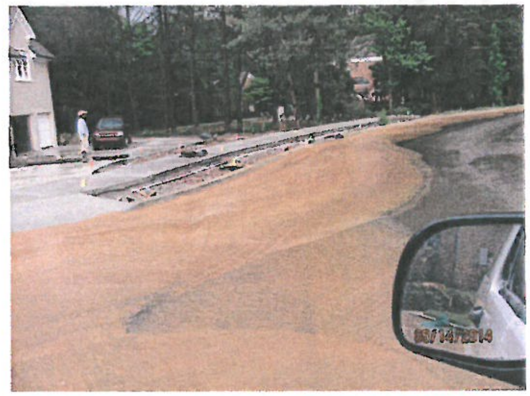


Photo3

Photo4

Photo5

Photo 6

Photo 7
Photo 8

GREEN INFRASTRUCTURE

Green infrastructure onsite: ☑
Comments:
-Area adjacent to water quality swale #1 eroding, sediment deposition present in swale.
-Unstable area adjacent to rain garden.

Photo 1:

Photo 2:

City of Franklin
Engineering Dept.
109 3rd Ave. S.
Franklin, Tn 37064
615-791-3218

Photo 3:

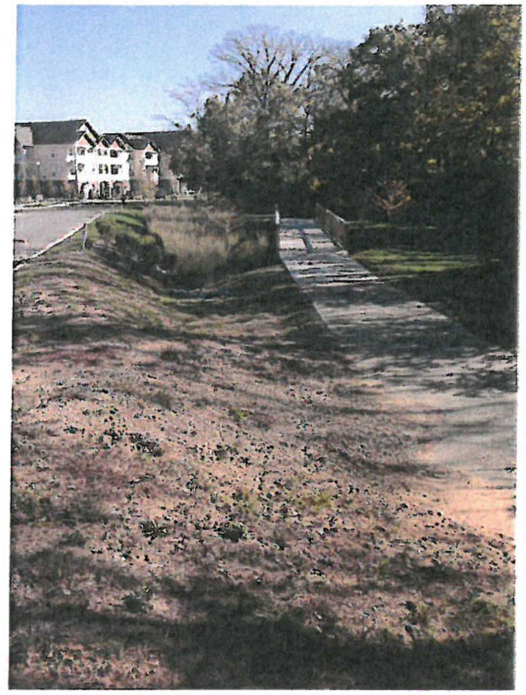


Photo 4:
Photo 5:

CERTIFICATION

I certify under penalty of law that this report and all attachments are, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Inspector Name Doug.Noonan@franklintn.gov

INTERLOCAL AGREEMENT BETWEEN MARSHALL COUNTY AND THE CITY OF FRANKLIN FOR THE PROCESSING OF RECYCLABLES
COF Contract #2014-0305

THIS INTERLOCAL AGREEMENT, ("Agreement"), is entered into by and between the CITY OF FRANKLIN, ("City"), a municipal government located at 109 Third Ave. South, Franklin, Tennessee, 37064, and Marshall County, Tennessee ("Marshall County"), a county government, located at 1108 Courthouse Annex, Lewisburg, TN 37091, and whose Recycling Processing Facility is located at 611 Hawkins Drive, Lewisburg, TN 37091, to establish the terms and financial responsibilities for the provision of processing recyclables, collected as a single stream, by the City of Franklin.

RECITALS

WHEREAS, the City of Franklin and Marshall County are public instrumentalities of the State of Tennessee and, as such, are authorized to enter into interlocal agreements pursuant to *Tennessee Code Annotated,* Section 12-9-104; and

WHEREAS, the City of Franklin collects single stream recyclables from customers within the City limits to ensure the availability of an economical and environmentally sound method to reduce waste taken to landfills; and

WHEREAS, the City desires to secure services to process recyclables from City vehicles to a permitted recycling facility for processing; and

WHEREAS, the City agrees to retain Marshall County to process the City's recyclables in accordance with Federal, State, and local laws, regulations, rules and ordinances; and

WHEREAS, in reliance upon this Agreement, Marshall County will secure the necessary equipment, permits, approvals, services and personnel to fulfill all obligations contained herein.

NOW THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Purpose of Agreement. The purpose of this Interlocal Agreement is to clearly define the contractual responsibilities and financial obligations of the City and Marshall County for the provision of processing recyclables from the City of Franklin, Tennessee at the Marshall County Recycling Processing Facility at 611 Hawkins Drive, Lewisburg, Tennessee.

II. Authority. This Agreement is made and entered into pursuant to the authority granted to the parties under the *Interlocal Cooperation Act*, Tennessee Code Annotated Sections 12-9-101, et seq., and the parties agree that all approvals and filings required by the terms of the Act shall be achieved prior to the execution of this Agreement.

III. Definitions.

1. **"Agreement"** shall mean the entire Interlocal Agreement between City and Marshall County as contained herein and any attachments or exhibits to this Agreement explicitly incorporated into this Agreement by the parties.
2. **"Recyclables" or "Recyclable materials"** shall mean those materials which are capable of being reused or returned to use in the form of raw materials or products, whether or not such materials have been diverted or removed from the solid waste stream.

3. **"Recycling"** means the process by which recovered materials are transformed into new products, including the collection, separation, processing, and reuse of recovered materials either directly or as raw materials for the manufacture of new products.

4. **"Recycling Processing Facility"** shall mean the Marshall County Recycling Processing Facility located at 611 Hawkins Drive, Lewisburg, Tennessee.

5. **"Work"** means all labor, services, equipment, and material necessary to complete the obligations and all other requirements included in this Agreement.

IV. City Obligations.

1. The City shall collect Recyclables from customers.
2. The City shall deliver or cause to be delivered to the Marshall County Recycling Processing Facility any recyclable materials originating in the City.
3. The City shall use City-owned scales, based on tonnage, for weighing trucks, both empty and loaded, into and out of the City-owned facility, as needed.
4. The City shall communicate and share all pertinent data to assist Marshall County in planning and efficient management for the processing of Recyclables originating in the City.
5. The City expects Marshall County to communicate potential operations issues that may adversely affect ability to accept and/or process Recyclables.

V. Marshall County's Obligations.

1. Marshall County shall be responsible for securing necessary permits and approvals from relevant Federal, State and local governmental agencies having jurisdiction over its recycling operations referenced herein; provided, however, the City shall retain responsibility for obtaining all permits and approvals related to the collection and transfer of Recyclables. During the term hereof, Marshall County shall receive and accept City Recyclables and agree to properly process such in compliance with applicable laws and regulations.
2. Marshall County shall maintain necessary personnel with necessary equipment to process at least Two Hundred Seventy-Five (275) tons from the City per month. City hereby specifically rejects any minimum or maximum limits on the quantities of Recyclables to be delivered to Marshall County.
3. Marshall County shall communicate with City personnel regarding events/issues that may adversely affect daily operations.

VI. Compensation to Marshall County.

1. There shall be no fee paid Marshall County by the City for Marshall County's receipt of City's Recyclables. However, Marshall County shall retain any rebate or revenue realized from the sale of the Recyclables.
2. Services rendered shall be all inclusive for all services to be rendered and all costs of doing so. City hereby specifically rejects any fee or other surcharge. Examples of such rejected other fees or other surcharges include, but are not limited to, tip fees, fuel charges, State and/or landfill-host-county and/or landfill-host-municipality fees and/or taxes, equipment and/or maintenance charges, and/or charges for time-of-delivery or day-of-delivery. Any changes to Marshall County's cost of doing business and/or service delivery, such as any example listed above, shall be absorbed by Marshall County and shall not be subject to pass-through to City.
3. In the event it becomes necessary for Marshall County to send Recyclables to another processing facility, such site must first be agreed to by Marshall County and the City.

VII. Representations and Warranties of City. The City warrants that it shall exercise its best efforts to maintain its collection and transportation of Recyclables to the processing facility in compliance with the terms hereof and in compliance with applicable Federal, State and local laws and regulations throughout the term of this Agreement.

VIII. Health and Safety.

1. In the performance of this Agreement Marshall County will be solely and completely responsible for the health and safety of all persons, including employees and property during performance of the Work and services. Health and safety provisions will conform to the following: U.S. Department of Labor, Occupational Safety and Health Act; all other applicable Federal, State, County, and local laws, ordinances, codes; and all other regulations. When any of these conflict, the more stringent regulation/requirement will be followed. Marshall County's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from its responsibility to comply with the safety provisions.
2. Marshall County shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as City may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the Agreement.
3. It is a condition of this Agreement, and shall be made a condition of each subcontract, which Marshall County enters into pursuant to this contract, that Marshall County and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
4. It is a condition of this contract that any authorized representative for the United States, State of Tennessee or City shall have right of inspection to any site or vehicle used in the performance of this Agreement and to inspect or investigate the matter of compliance with the construction safety and health standards.

IX. Term. The initial term of this Agreement shall be for a period of five (5) years which shall begin November 26, 2014 and end on November 25, 2019. The Agreement may be extended at the City's option for two additional 3-year terms.

X. Default. Except as otherwise provided herein, if either party allegedly defaults in the performance of any of the warranties, covenants, or conditions contained herein for 30 days after the other party has given the defaulting party written notice of such default, unless a longer period of time is required to cure such default, and the party allegedly defaulting shall have commenced to cure such default within said period and pursues diligently to the completion thereof, the other party may: 1) terminate this Agreement as of any date at least 30 days after the last day of the 30-day period; ii) cure the default at the expense of the defaulting party; and iii) have recourse to any other right or remedy to which it may be entitled by law or equity, including, but not limited to, the right for all damage or loss suffered as a result of such default and termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent default. In the event that, in the exercise of due diligence during the aforesaid 30 day period, such cure cannot reasonably be effected or completed, such cure period shall be extended to include such additional time as is reasonably necessary to effect or complete such cure provided the defaulting party exercises continuous diligent efforts to cure such default during such extended period.

XI. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

XII. Limitation on Liability. Each party shall be responsible for its own actions and the actions of their employees, contractors, subcontractors, and agents conducted pursuant to this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act. Marshall County shall provide a copy of a Certificate of Liability Insurance naming the City as additional insured.

XIII. General Terms.

1. **Choice of Law and Forum**. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.
2. **Termination.** City, in its sole discretion, may choose to exercise an exclusive option to terminate the initial term of service, and any extension thereto, with or without cause, upon ninety (90) calendar days' notice to Marshall County.
3. **Notices**. All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

City: **CITY OF FRANKLIN, TENNESSEE**
City Hall
109 3rd Avenue South
Franklin, TN 37064
Attn: City Administrator

With copy to: **CITY OF FRANKLIN SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT**
417 Century Court
Franklin, TN 37064
Attn: Solid Waste Director

Marshall Co.: **MARSHALL COUNTY**
1108 Courthouse Annex
Lewisburg, TN 37091

With copy to: **MARSHALL COUNTY SOLID WASTE**
611 Hawkins Drive
Lewisburg, TN 37091
Attn: Solid Waste Director

4. **Entire Agreement and Modifications in Writing**. This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.
5. **Dispute Resolution**. The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other

matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law.

6. **Assignment**. The rights and obligations of this Agreement are not assignable.

7. **Waiver**. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against who charged.

8. **Compliance with Laws.** The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.

9. **Employment Practices.** Neither party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. The parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws.

10. **Relationship Between the Parties.** The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

11. **Severability**. If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

12. **Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, City shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

13. **Headings**. The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

14. **Effective Date**. This Agreement shall not be binding upon the parties until it has been properly approved by the governing bodies of the respective parties. When it has been so signed and filed, this contract shall be effective November 26, 2014.

IN WITNESS WHEREOF, the City and Marshall County have executed this Agreement effective as of the date and year provided herein.

ATTEST: CITY OF FRANKLIN, TENNESSEE

______________________________ ______________________________

BY: Eric S. Stuckey, City Administrator BY: Dr. Ken Moore, Mayor

DATE: ________ DATE: __________

APPROVED AS TO FORM AND LEGALITY:

____

City of Franklin Attorney

ATTEST: MARSHALL COUNTY

_______________________ Joe Boyd Leggett

BY: BY:

DATE: ________ DATE: 11/24/2014

APPROVED AS TO FORM AND LEGALITY:

____

Marshall County Attorney

INTERLOCAL AGREEMENT BETWEEN MARSHALL COUNTY AND THE CITY OF FRANKLIN FOR THE PROCESSING OF RECYCLABLES
COF Contract #2014-0305

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4. **“Recycling Processing Facility”** shall mean the Marshall County Recycling Processing Facility located at 611 Hawkins Drive, Lewisburg, Tennessee.

5. **“Work”** means all labor, services, equipment, and material necessary to complete the obligations and all other requirements included in this Agreement.

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VII. Representations and Warranties of City. The City warrants that it shall exercise its best efforts to maintain its collection and transportation of Recyclables to the processing facility in compliance with the terms hereof and in compliance with applicable Federal, State and local laws and regulations throughout the term of this Agreement.

VIII. Health and Safety.

1. In the performance of this Agreement Marshall County will be solely and completely responsible for the health and safety of all persons, including employees and property during performance of the Work and services. Health and safety provisions will conform to the following: U.S. Department of Labor, Occupational Safety and Health Act; all other applicable Federal, State, County, and local laws, ordinances, codes; and all other regulations. When any of these conflict, the more stringent regulation/requirement will be followed. Marshall County's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from its responsibility to comply with the safety provisions.
2. Marshall County shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as City may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the Agreement.
3. It is a condition of this Agreement, and shall be made a condition of each subcontract, which Marshall County enters into pursuant to this contract, that Marshall County and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
4. It is a condition of this contract that any authorized representative for the United States, State of Tennessee or City shall have right of inspection to any site or vehicle used in the performance of this Agreement and to inspect or investigate the matter of compliance with the construction safety and health standards.

IX. Term. The initial term of this Agreement shall be for a period of five (5) years which shall begin November 26, 2014 and end on November 25, 2019. The Agreement may be extended at the City's option for two additional 3-year terms.

X. Default. Except as otherwise provided herein, if either party allegedly defaults in the performance of any of the warranties, covenants, or conditions contained herein for 30 days after the other party has given the defaulting party written notice of such default, unless a longer period of time is required to cure such default, and the party allegedly defaulting shall have commenced to cure such default within said period and pursues diligently to the completion thereof, the other party may: 1) terminate this Agreement as of any date at least 30 days after the last day of the 30-day period; ii) cure the default at the expense of the defaulting party; and iii) have recourse to any other right or remedy to which it may be entitled by law or equity, including, but not limited to, the right for all damage or loss suffered as a result of such default and termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent default. In the event that, in the exercise of due diligence during the aforesaid 30 day period, such cure cannot reasonably be effected or completed, such cure period shall be extended to include such additional time as is reasonably necessary to effect or complete such cure provided the defaulting party exercises continuous diligent efforts to cure such default during such extended period.

XI. Cooperation. The parties agree to cooperate fully in order to successfully execute the terms and conditions of this Agreement including obtaining all regulatory and governmental approvals required by this Agreement recognizing that the intent of each party to the other is to serve the individual interests of each party while respecting the conditions and obligations of this Agreement.

XII. Limitation on Liability. Each party shall be responsible for its own actions and the actions of their employees, contractors, subcontractors, and agents conducted pursuant to this Agreement. Neither party shall be liable for claims against the other party unless liability is imposed under the Tennessee Governmental Tort Liability Act. Marshall County shall provide a copy of a Certificate of Liability Insurance naming the City as additional insured.

XIII. General Terms.

1. **Choice of Law and Forum**. This Agreement shall be exclusively governed by the laws of the State of Tennessee. In the event that any section and/or term of this Agreement, or any exhibits hereto, becomes subject to litigation, the venue for such action will be exclusively maintained in a court of competent jurisdiction sitting in Williamson County, Tennessee.

2. **Termination.** City, in its sole discretion, may choose to exercise an exclusive option to terminate the initial term of service, and any extension thereto, with or without cause, upon ninety (90) calendar days' notice to Marshall County.

3. **Notices**. All notices, demands and requests to be given hereunder by either party shall be in writing and must be sent by certified or registered mail and shall be deemed properly given if tendered at the address below or at such other address as either party shall designate by written notice to the other.

City: **CITY OF FRANKLIN, TENNESSEE**
City Hall
109 3rd Avenue South
Franklin, TN 37064
Attn: City Administrator

With copy to: **CITY OF FRANKLIN SANITATION AND ENVIRONMENTAL SERVICES DEPARTMENT**
417 Century Court
Franklin, TN 37064
Attn: Solid Waste Director

Marshall Co.: **MARSHALL COUNTY**
1108 Courthouse Annex
Lewisburg, TN 37091

With copy to: **MARSHALL COUNTY SOLID WASTE**
611 Hawkins Drive
Lewisburg, TN 37091
Attn: Solid Waste Director

4. **Entire Agreement and Modifications in Writing**. This Agreement and any exhibits included herewith at the time of execution of this Agreement contain the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding; and this Agreement may not be enlarged, modified, or altered except in writing and signed by the parties and attached hereto.

5. **Dispute Resolution**. The parties may agree to participate in non-binding mediation in an attempt to resolve any disputes. Notwithstanding the foregoing statement, any claims, disputes or other

matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by a court of law.

6. **Assignment**. The rights and obligations of this Agreement are not assignable.

7. **Waiver**. No waiver of any provision of this Agreement shall be valid unless in writing and signed by the parties against who charged.

8. **Compliance with Laws.** The parties shall comply with all laws of the United States of America, the State of Tennessee, and local laws and shall secure all necessary permits and licenses and keep the same in force during the term of this Agreement.

9. **Employment Practices.** Neither party shall subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex or which is in violation of applicable laws concerning the employment of individuals with disabilities. The parties shall not knowingly hire any unauthorized employees or fail to comply with record keeping requirements set forth in the Federal Immigration Reform and Control Act of 1986, Chapter 878 of the 2006 Tennessee Public Acts and all other applicable laws.

10. **Relationship Between the Parties.** The relationship of the parties shall be that of an independent contractor. No principal-agent or employer-employee relationship is created by this Agreement. The parties hereto shall not hold itself out in a manner contrary to the terms of this paragraph. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this paragraph.

11. **Severability**. If any one or more of the covenants, agreements or provisions of this Agreement shall be held contrary to any expressed provisions of law or contrary to any policy of expressed law, although not expressly prohibited, contrary to any express provision of public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Agreement.

12. **Specific Performance.** The parties recognize that the rights afforded to each under this Agreement are unique and, accordingly, City shall, in addition to such other remedies as may be available to them in equity, have the right to enforce their respective rights hereunder by an action for injunctive relief and/or specific performance to the extent permitted by law.

13. **Headings**. The headings in this Agreement are for convenience and reference and are not intended to define or limit the scope of any provision of this Agreement.

14. **Effective Date**. This Agreement shall not be binding upon the parties until it has been properly approved by the governing bodies of the respective parties. When it has been so signed and filed, this contract shall be effective November 26, 2014.

IN WITNESS WHEREOF, the City and Marshall County have executed this Agreement effective as of the date and year provided herein.

ATTEST: CITY OF FRANKLIN, TENNESSEE

____________________________________ ________________________________

BY: Eric S. Stuckey, City Administrator BY: Dr. Ken Moore, Mayor

DATE: _________ DATE: ___________

APPROVED AS TO FORM AND LEGALITY:

____

City of Franklin Attorney

ATTEST: MARSHALL COUNTY

______________________________ ______________________________

BY: BY:

DATE: _________ DATE: ___________

APPROVED AS TO FORM AND LEGALITY:

____

Marshall County Attorney

ORDINANCE 2014-28
AS AMENDED

TO BE ENTITLED: "AN ORDINANCE TO AMEND TABLE 3-2: PERMITTED USES AND CHAPTER 8 DEFINITIONS, TO ALLOW SHORT-TERM VACATION RENTALS IN VARIOUS ZONING DISTRICTS"

WHEREAS, the City of Franklin, Tennessee encourages unique, innovative, and sustainable neighborhoods; and

WHEREAS, the City of Franklin, Tennessee encourages tourism and has become a destination for tourists; and

WHEREAS, the City of Franklin, Tennessee encourages unique, transient lodging opportunities to enhance the experience of visitors; and

WHEREAS, the City of Franklin, Tennessee encourages entrepreneurs and small business ownership; and

WHEREAS, it is within the best interests of the citizens of the City of Franklin to amend the Franklin Zoning Ordinance to address the concerns identified by allowing property owners in certain zoning districts to lease their homes as short-term vacation rentals.

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

SECTION I. That Chapter 3, Section 3.2.3 Use Table, of the Franklin Zoning Ordinance is hereby amended to add the following text noted in bold, and is approved to read as follows:

TABLE 3-2: PERMITTED USES

Use Types "P" = Permitted	Base Zoning Districts																			Additional Requirements
	AG	ER	R-1	R-2	R-3	R-6	SD-R	SD-X	RM-10	RM-15	RM-20	OR	GO	NC	CC	GC	LI	HI	CI	
COMMERCIAL USES																				
Bed and Breakfast Establishments	P	P	P	P	P	P	P	P				P			P					Sec. 3.2.7 (1) and (3)
Service Commercial Uses								P					P	P	P	P				Sec. 3.2.7 (1)
Short-Term Vacation Rentals	**P**	**P**	**P**	**P**	**P**	**P**	**P**	**P**				**P**			**P**					
Telecommunication Towers and Antennas	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	Sec. 3.2.7 (1) and (4)

SECTION II. That Chapter 8, Section 8.2 Glossary, of the Franklin Zoning Ordinance is hereby amended to add the following text noted in bold, and is approved to read as follows:

…….

TABLE 8.1: ABBREVIATIONS	
Abbreviation	**Term**
SRO	Scientific Research Overlay
STVR	**Short-Term Vacation Rental**
SWCO	Seward Hall Character Area

…….

SECTION III. That Chapter 8, Section 8.3 Definitions and Use Classifications, of the Franklin Zoning Ordinance is hereby amended to add the following text noted in bold, and is approved to read as follows:

…….

Shoebox-Style Lighting Fixture
An exterior lighting device in the shape of a box that is typically mounted on a pole and constructed to direct illumination to a discrete area directly beneath the lighting fixture.

Short-Term Vacation Rental

An existing dwelling unit used, in its entirety, for transient occupancy of 21 days or less, for which the city has issued to the owner a business license for such use.

Shrub
A woody plant, growing 18 inches to 15 feet in height at maturity, consisting of several small stems emerging from the ground or small branches near the ground. Shrubs may be deciduous or evergreen.
…….

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

ATTEST:	CITY OF FRANKLIN, TENNESSEE:
By: ____________________	By: ________________________
Eric Stuckey	Dr. Ken Moore
City Administrator/Recorder	Mayor

PLANNING COMMISSION RECOMMENDED:	10/23/2014
PASSED FIRST READING:	04/14/2015
PUBLIC HEARING HELD:	05/26/2015
PASSED SECOND READING:	05/26/2015
AMENDED AND PASSED THIRD READING:	06/09/2015

STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
DIVISION OF FIRE PREVENTION
STATE FIRE MARSHAL'S OFFICE
CODES ENFORCEMENT SECTION
500 James Robertson Pkwy.
Nashville, TN 37243-0577
615.741.7190

Memorandum

Date: September 20, 2014, Rev. 1

To: Owners, Designers and Contractors of Transient Rental Homes

From: Chris Bainbridge, Director

Re: Requirements for Plans and Inspections of Transient Rental Homes

In April 2014, the State Fire Marshal's Office was informed that transient rental cabins were improperly classified as one- and two-family dwellings. The following is offered to provide clarification of the plans review and inspection processes of these buildings.

One- and two-family dwellings are required by law to be built in compliance with the International Residential Code (IRC) and are intended to be occupied by individuals accustomed to the building. The occupants are familiar with the building and are better able to escape in the event of an emergency.

Rental homes occupied on a transient basis (for no more than 30 days) are required to be built in compliance with the International Building Code (IBC) and have additional safety features not found in a one- and two- family dwelling. These transient rental homes are classified as R1 in the 2006 edition of the IBC. The design and construction of these buildings requires familiarity with the IBC and with plan submission requirements of the State Fire Marshal's Office.

Only plans for those rental homes located outside of an Exempt Jurisdiction must be submitted to the State Fire Marshal's Office. A list of Exempt Jurisdictions can be found at http://www.tn.gov/fire/documents/exemptjurisdictions1125.pdf. Rental homes located in an Exempt Jurisdiction must be permitted by that jurisdiction.

The requirements for new transient rental homes issued improper local permits as one- and two-family dwellings are:

1. Plans may be submitted online at http://apps.tn.gov/tnsfmo/;
2. The plans must be designed to the 2006 IBC and 2006 IFC;
3. A fee must be paid for plans required to be submitted the State Fire Marshal's Office. A fee calculator can be found at http://www.tn.gov/commerce/sfm/documents/FeeCalculator.pdf;
4. Rental homes which are more than two (2) stories or five thousand (5,000) *gross square feet* or more must have a full set of plans submitted by a Tennessee registered architect or engineer. *Gross square feet* is the area of all stories within the outside perimeter of the exterior walls. *Gross square feet* includes any finished or occupied basements. A

basement counts as a story if: 1) The finished surface of the floor above the basement is more than six (6) feet above *grade plane*; or 2) The finished floor surface of the floor above the basement is more than twelve (12) feet above finished ground level at any point. *Grade plane* is a reference plane representing the average finished ground level adjoining the building at exterior walls. See http://publicecodes.cyberregs.com/icod/ibc/2006f2/icod_ibc_2006f2_5_sec002.htm for more information;

5. The State Fire Marshal's Office will accept the submission of plans not sealed by an architect or engineer for rental homes which are one (1) or two (2) stories and less than five thousand (5,000) gross square feet. The requirements for these plans are attached.
6. Single unit rental homes may be three (3) stories if it is less than five thousand (5,000) gross square feet, has an exterior stair installed on all occupied floors *and* the maximum occupant load is set to ten (10) occupants by the building owner;
7. Rental homes must contain a fire sprinkler system. An NFPA 13 or 13R fire sprinkler system is required by 2006 IBC 903.3.1;

    Exception: A NFPA 13D fire sprinkler system is allowed in single unit homes which are up to three (3) stories and less than five thousand (5,000) gross square feet which have single station, interconnected and hardwired smoke alarms located in all occupiable rooms. The sprinkler system must automatically notify the fire department if activated. Balconies and decks are not required to be sprinklered per 2006 IBC 903.3.1.2.1.

8. A fire alarm system is required per 2006 IBC 907.2.8;

    Exception: Single unit homes that are up to three (3) stories and less than five thousand (5,000) gross square feet with a maximum occupant load set to ten (10) occupants by the building owner are not required to have a fire alarm system.

9. The State Fire Marshal's Office will enforce state accessibility standards on single unit homes which are designated accessible on the submitted plans. Compliance with the Americans with Disabilities Act (ADA) is the responsibility of the building owner and state registered designer;
10. Rental homes under construction and those constructed under improper permits will have limited inspections focusing on the installation of life safety features such as: egress components, fire alarm/smoke detector systems, fire sprinkler systems and interior finishes. A special Certificate of Occupancy will be issued listing the limited inspections upon approval of the final inspection.

The State Fire Marshal's Office will require that building owners of transient rental homes built after October 2010 which were improperly permitted as one- and two- family dwellings and currently occupied provide a Plan of Corrective Action (POCA). The POCA must identify the work needed to bring the fire and life safety components of the building into compliance with the IBC as R1 occupancy. As long as there are no severe fire safety hazards, owners may continue occupancy of the homes while corrections are being made. Inspections of the fire and life safety features will be conducted accordingly. A special Certificate of Occupancy will be issued listing the limited inspections upon approval of the final inspection.

STATE OF TENNESSEE
DEPARTMENT OF COMMERCE & INSURANCE
STATE FIRE MARSHAL'S OFFICE
500 James Robertson Parkway
Nashville TN 37243-0577
615.741.7190

GUIDELINES FOR PLAN SUBMITTAL OF 1 OR 2 STORY RESIDENTIAL OCCUPANCIES LESS THAN 5000 GROSS SF (Use Classified as other than 1- or 2- Family Dwelling or Townhouse)

The following guidelines are the minimum standards for submission of plans for these buildings to the State Fire Marshal's Office. There may be circumstances that require a set of plans to be designed by a registered architect or engineer.

Submittal Requirements

1. Provide completed Plan Review Submittal Form with the required review fee (based on the estimated cost of construction). [TDCI Rule 0780-02-03-.05(a), 0780-02-03-.04]

2. Provide one (1) complete set of plans (Including plot plan and floor plans) with a PDF version on CD accompanied by letter certifying that the PDF version is an exact copy of the paper version submitted. [TDCI Rule 0780-02-03-.03(3)(b)]

3. Provide "Letter of Clarification" signed (original) by non-registrant (the person) preparing the plans. [AG Opinion No. 09-188, A & E Manual Appendix B]

General Plan Requirements [IBC 106.1.1]

1. Standard plan size is 24" x 36". The minimum paper size is 18" x 24". Use ink only (no pencil). All plan sheets must be uniform in size, printed on substantial paper, and be of sufficient clarity to indicate the location, nature, and extent of work proposed.

2. Site Plan minimum scale is 1"=20 feet. Show the entire parcel - if you have a very large parcel, you may use a reduced scale such as 1:50 or 1:100 as long as the grading portion of the site plan is no smaller than 1:20 scale (this method would require two drawings).

3. Floor Plan minimum scale is 1/4" per foot.

4. Standard architectural symbols should be used and identified in a legend.

5. Plans prepared by a non-registered architect or engineer must be signed (original) and dated by the person who prepared them.

6. A Tennessee registered architect or engineer must prepare, stamp and sign structural plans that utilize an engineer's design, or any buildings that are outside the limitations of 2006 IBC Chapters 16-23.

Cover Sheet [IBC 106.1.1]

1. Provide the following general information on the cover sheet and on title block of each page: job site address, owner's name and mailing address, and the non-registrant's name and address with (original) signature (person preparing the plans).

2. The first page of the plans must contain a statement that the construction will comply with the adopted codes in effect at the time your application is submitted, currently the following: 2006 International Building Code, 2006 International Fire Code, 2006 International Fuel Gas Code, 2006 International Mechanical Code, 2006 International Energy Conservation Code, and NFPA 70 National Electrical Code, 2008 Edition.

3. For buildings that are required to be accessible, the first page of the plans must contain a statement that the construction will comply with the 2010 ADA Standards for Accessible Design. [TCA 68-120-204]

4. The first page of the plans must include the following building information: (1) Occupancy Group and Use Classification per Chapter 3, 2006 IBC; (2) Construction type per 2006 IBC Chapter 6; (3) Sprinkler standard used, per 2006 IBC Chapter 9; (4) Number of stories, and/or height of building; and (5) the Gross Area of building.

5. The first page of the plans must include the design live load values for wind, roof, floor, stairs, guard and hand railings, seismic, etc., as follows:

   a. For new buildings, provide design live load values per IBC Section 1603.

   b. For existing buildings that have not been reviewed and approved by our office, provide an evaluation report sealed, signed, and dated from a Tennessee licensed structural engineer. The evaluation report must show determination of adequacy of the existing structure to support the minimum Chapter 16. [IBC 3410.4.1]

Site Plan

Due to the technical nature of this aspect of the building plans, we recommend that you have a professional (engineer, architect, landscape architect, surveyor) assist with this portion of your plan preparation.

1. Show location and footprint of all existing structures, property lines, water mains and other utilities, fire department access and all ingress/egress to public ways. Include size and location of LP-Gas storage tanks (NFPA 58, 2008 Edition) and any other above ground storage tanks. [IBC 106.2, IFC Section 503]

2. Show the location of the fire hydrant(s) used to meet the 600 feet or less hose lay requirement with flow test data next to the hydrant tested. Flow test must have been conducted within the last six months and during peak demand hours. [IFC Section 508, TDEC Rule 1200-05-01-.017(18)]

3. Indicate height and location of retaining walls. Note that retaining walls exceeding 4' in height must be designed or approved by a Tennessee registered Engineer or Architect. In the case where retaining walls are part of the foundation system, the wall must be engineered, and designed or approved by a Tennessee registered Engineer or Architect.

Elevations

1. Provide four exterior elevations (side views) of the proposed structure (North, South, East and West). Show the proposed grade as it will be after final grading. For example, if the building foundation will be stepped to match an existing slope, this must be shown on each elevation.

Energy Package

1. Show the climate zone on the plans.

2. Provide *ResCheck* Compliance Certificate. The author of the energy documents must sign the package as well as the designer/owner. Free *ResCheck* software is available from the U.S. Department of Energy at http://www.energycodes.gov/rescheck/.

3. Show the R-value of the floor, walls and ceilings sectional details. Show the energy values of doors, windows and other fenestration.

Foundation Plan [See Inspector Checklist for Specific Code Reference]

1. Show all foundation elements (details), including interior footings and piers, on plan. Indicate the type, height, unbalanced backfill, of foundation walls. Note that foundation walls exceeding the prescriptive levels of IBC 1805.5 must be designed or approved by a Tennessee registered Engineer or Architect, if applicable. In the case retaining walls are part of the foundation system the wall must be designed or approved by a Tennessee registered Engineer or Architect.

2. Show minimum under floor ventilation of 1 sq. ft. per 150 sq. ft. of floor area with cross-ventilation. Crawl spaces shall be provided with a minimum of one access opening not less than 18”x24”. Show minimum 18" clearance from grade to the bottom of floor joists (minimum 12" for girders). Specify foundation bolt size and spacing.

3. Provide a cross-section showing typical footing/stem wall or footing/slab dimensions, including placement and size of reinforcement.

4. Show hold-down locations, and provide a hold-down schedule on foundation plan. Note on plan that all hold-downs are to be fastened in place prior to foundation inspection.

5. For building sites steeper than a 1:10 slope, provide a stepped footing detail (cross section).

6. For slab-on-grade construction, show type of slab reinforcement. Also show vapor barrier if it is a habitable area. Be sure that the reinforcement type installed matches the plan engineering.

Floor Plan [See Inspector Checklist for Specific Code Reference]

1. Provide a fully-dimensioned floor plan for each building level. Label each room or area with its proposed use and dimensions. At least habitable one room within a dwelling unit must have minimum 120 S.F. net floor area. All other habitable rooms shall have a minimum 70 S.F. net floor area.

2. Provide a Door & Window Schedule showing all doors and windows with nominal sizes. Show natural light and ventilation calculations.

3. Show all fire rated walls and doors for tenant space / dwelling unit separation, in corridors, between or a garage and adjacent living space (including an attic continuous between the garage and

adjacent living space).

4. Show egress window locations in sleeping rooms. (See exception)

5. Show safety glazing in hazardous locations.

6. Show a minimum 36" x 36" landing on each side of an exterior doorway.

7. Show a minimum 22" x 30" access to attic areas that have 30" of headroom.

8. Show Stair and handrail details.

Floor-framing [See Inspector Checklist for Specific Code Reference]

1. Show the type, size, and spacing of girders and floor joists. Identify if manufactured joists are used. Note that floor joists must be spaced no further apart than 16" O.C. when the underside forms part of a fire separation, such as between a garage and a living space above, otherwise an approved listing assembly will be required.

2. Show the thickness and span rating of the floor sheathing (for example: 3/4", 20/40 plywood).

3. Provide details for additional support under concentrated loads such as brick hearths, rock work, wood stoves, gas stoves, and so forth.

Wall Framing [See Inspector Checklist for Specific Code Reference]

1. Provide one or more typical cross-sections to clearly showing how the structure will be constructed. Provide close-up details to clarify specific connections or other special framing.

2. Provide a cross-section showing typical high wall, beams trusses or rafters as applicable.

3. Show all header/beam locations and sizes. Note that beam sizes must match the project engineering where required.

4. Show method of bracing the structure. Provide fastener size and spacing for shear walls or braced wall panels.

5. If a deck is to be built, provide a deck framing plan with a typical cross-section.

Roof and Ceiling Framing [See Inspector Checklist for Specific Code Reference]

1. For conventional (non-engineered) site-built roofs, show rafter size and ceiling joists, grade, and spacing. Show wall ties a minimum of 48" on center.

2. For engineered trusses, provide typical details of the truss & required hardware specifications from the truss manufacturer.

3. Show the thickness and span rating of the roof sheathing (for example: 5/8" 24/16 plywood).

4. Show location of attic ventilation.

5. Specify the type of roof covering.

Mechanical Plan [See Inspector Checklist for Specific Code Reference]

1. The mechanical plan may be included on the floor plan if sufficient clarity is maintained.

2. Show the location of HVAC equipments (FAU, A/C, Water heater, Heat pump, Air handler, Exhaust fan, etc.). The equipment shall not be placed within the required side/ rear setbacks.

3. In bathrooms and toilet rooms, show mechanical ventilation to outside where required.

4. Show where the gas piping enters the building and specify the type of gas to be used (propane or natural gas). If any show the location of LPG tanks.

5. Show all gas appliance locations with the rated BTU (input) of each device. Show how gas appliances in confined spaces will receive combustion air. Note the size and location of the openings.
6. If a water heater is located in the garage, show the burner assembly located a minimum of 18" above the floor. Appliances installed in garages shall be located behind protective barriers or located out of the normal path of vehicles. Show approved seismic bracing for all water heaters, when applicable.

Plumbing Plan [See Inspector Checklist for Specific Code Reference]

1. The plumbing plan may be included on the floor plan if sufficient clarity is maintained.

2. Show the location of plumbing equipment (water closets, sinks, tub, showers, water heater, etc.)

Electrical Plan [See Inspector Checklist for Specific Code Reference]

1. The electrical plan may be included on the floor plan if sufficient clarity is retained.

2. The electrical plan must include the location of the service panel and its rated ampacity. Provide load calculations with panel schedule identifying circuits. Show all outlets, switches, light fixtures and smoke detectors. Label any 220-volt outlets. Label all required GFCI (ground fault interrupter circuit) outlets

3. Specify that all bedroom branch circuits are protected by an arc fault circuit interrupter.

4. In R-1 & R-2 Occupancy Groups, provide fire alarm details & specification.

Fire Sprinkler Plan [See Inspector Checklist for Specific Code Reference]

1. A Tennessee Licensed Sprinkler Contractor is required. Sprinkler Shop drawings must be prepared and submitted by a Responsible Managing Employee.

2. Identify the type of system to be installed in the building. Provide preliminary hydraulic calculations that show the water supply is adequate to meet the demand of the system.

ORDINANCE NO. BL2014-951

An ordinance to amend Chapter 6.28 of the Metropolitan Code pertaining to Short Term Rental Property.

WHEREAS, short-term rental of homes can provide a flexible housing stock that allows travelers a safe accommodation while contributing to the local economy; and

WHEREAS, short-term rental of homes can provide homeowners an opportunity to hold property in difficult economic circumstances or as an investment; and

WHEREAS, hotel taxes from short term rental of homes can be used to promote travel and tourism and to support the local tourism industry; and

WHEREAS, the needs of long-term residents should be balanced with the allowance of short-term rentals.
NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Chapter 6.28 of the Metropolitan Code is hereby amended by adding the following new Section 6.28.030:

6.28.030 Short Term Rental Property (STRP).
A. For purposes of this section, “Short Term Rental Property (STRP)” means a residential dwelling unit containing not more than four sleeping rooms that is used and/or advertised for rent for transient occupancy by guests as those terms are defined in Section 5.12.010 of the metropolitan code. Residential dwelling units rented to the same occupant for more than 30 continuous days, Bed and Breakfast establishments, boarding houses, hotels, and motels shall not be considered Short Term Rental Property.
B. For purposes of this section, “owner-occupied” means the owner of the property permanently resides in the STRP or in the principal residential unit with which the STRP is associated on the same lot.
C. No person or entity shall operate a STRP or advertise a residential property for use as a STRP without the owner of the property first having obtained a STRP permit issued by the department of codes administration.
D. Application. The STRP permit application shall include the following information:
1. The name, telephone number, address, and email address of the owner and of a person or business (“responsible party”) residing or located within twenty-five miles of the STRP that is responsible for addressing all maintenance and safety concerns;
2. Proof of insurance evidencing homeowner’s fire, hazard, and liability insurance. Liability coverage shall have limits of not less than $1,000,000 per occurrence.
3. If the STRP unit shares a common wall or a common driveway with another property owner, proof of written notification to such neighboring property owner(s) prior to filing the application.
E. Signage. Signs, advertising, or any other display on the property indicating that the dwelling unit is being utilized, in whole or in part, as a STRP is prohibited.
F. All STRP occupants shall abide by all applicable noise restrictions contained in the Metropolitan Code and all applicable waste management provisions of Chapter 10.20 of the Metropolitan Code.
G. The STRP shall have approved smoke alarms meeting Underwriters Laboratory (UL) 217 standards installed as follows:
1. In all sleeping areas.

2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
3. In each story within the sleeping unit, including basements.
H. No recreational vehicles, buses, or trailers shall be visible on the street or property in conjunction with the STRP use.
I. No food shall be prepared for or served to the transient by the permit holder.
J. The principal renter of a STRP unit shall be at least twenty-one (21) years of age.
K. Maximum occupancy. The maximum number of paying adult guests permitted on a STRP property at any one time shall not exceed more than twice the number of sleeping rooms plus four. Simultaneous rental to more than one party under separate contracts shall not be allowed. The occupancy maximum shall be conspicuously posted within the STRP unit.
L. The STRP owner shall not receive any compensation or remuneration to permit occupancy of a STRP for a period of less than twenty-four (24) hours. The maximum stay for any guest shall be thirty (30) consecutive days.
M. The name and telephone number of the local responsible party shall be conspicuously posted within the STRP unit. The responsible party shall answer calls twenty-four (24) hours a day, seven (7) days a week for the duration of each short term rental period to address problems associated with the STRP.
N. Expiration of permit. A STRP permit shall expire three hundred sixty-five (365) days after it is issued. STRP permits may be renewed upon the payment of a fifty dollar renewal fee to the department of codes administration.
O. The permit holder shall be responsible for collecting and remitting all applicable room, occupancy, and sales taxes required by state law or the Metropolitan Code.
P. A STRP permit shall not be transferred or assigned to another individual, person, entity, or address, nor shall the permit authorize any person, other than the person named therein, to operate a STRP on the property.
Q. STRP permit holders shall obtain a use permit from the zoning administrator as an accessory use to the primary residential use pursuant to section 17.16.250.E. of the metropolitan code. No more than 3% of the single-family or detached two-family residential units within each census tract shall be permitted as non-owner-occupied short-term rental use as determined by the Zoning Administrator.
R. Denial or Revocation of Permit.
1. Upon the filing of three or more complaints within a calendar year regarding a STRP permit, the department of codes administration shall notify the permit holder in writing of such complaints.
2. If the department of codes administration determines that violations of this section or any other ordinance or law relating to STRPs have occurred, the permit to operate a STRP may be revoked.
3. Before revoking any permit, the department of codes administration shall give the permit holder fifteen days written notice of the alleged violation(s) against him/her.
4. Any denial or revocation of a STRP permit may be appealed to the board of zoning appeals as an administrative appeal pursuant to section 17.40.180.A. of the metropolitan zoning code.

Section 2. The department of codes administration shall begin accepting STRP applications on March 31, 2015, and shall begin enforcing the provisions of this Ordinance from and after July 1, 2015.

Section 3. This Ordinance shall take effect from and after its enactment, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

Sponsored by: Burkley Allen, Charlie Tygard, Peter Westerholm, Anthony Davis

Amendment No. 1
To
Ordinance No. BL2014-951

Madam President:

I move to amend Ordinance No. BL2014-951 by amending Section 1 as follows:
I. By deleting the provisions of subsection G. and substituting with the following new subsection G.:

G. The STRP shall meet all applicable requirements of the state and local building and fire safety codes, including, but not limited to, having approved smoke alarms meeting Underwriters Laboratory (UL) 217 standards installed as follows:
1. In all sleeping areas.
2. In every room in the path of the means of egress from the sleeping area to the door leading from the sleeping unit.
3. In each story within the sleeping unit, including basements.

II. By deleting the phrase “paying adult guests” wherein it appears in subsection K., and substituting with the phrase “occupants”.

III. By adding the following provisions at the end of subsection R.:
5. Once a STRP permit has been revoked, no new permit shall be issued to the applicant for the same property for a period of one year.
6. The penalty for operating a short term rental property without a permit shall be:
a. A fifty dollar fine. Each day of operation without a permit shall constitute a separate offense.
b. Upon a finding that a short term rental property has operated without a permit, there shall be a one year waiting period from the date of such finding for the property to become eligible for a STRP permit.

Sponsored by: Burkley Allen

LEGISLATIVE HISTORY	
Introduced:	November 18, 2014
Passed First Reading:	November 18, 2014
Referred to:	Codes Committee Convention & Tourism Committee
Deferred to January 6, 2015:	December 2, 2014
Deferred to February 3, 2015:	January 6, 2015
Amended:	February 3, 2015
Passed Second Reading:	February 3, 2015

Passed Third Reading:	February 24, 2015 - Roll Call Vote
Approved:	February 26, 2015
By:	

Requests for ADA accommodation should be directed to the Metropolitan Clerk at 615/862-6770.

ENGINEERING DEPARTMENT

Paul Holzen
Director

HISTORIC FRANKLIN TENNESSEE

Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

August 8, 2014

100-Block Battle Avenue Drainage Improvements Project Questionnaire:

(Please review the attached letter and exhibits for project information)

The proposed design includes the following:

- Regarding of the public alley as shown on Exhibit C
- Installation of underground stormwater infrastructure as shown on Exhibit C
- Construction of 15'-20' depth detention facility as shown on Exhibit C
- Construction of a Stormwater pump station
- Construction of an access roadway as shown on Exhibit C
- Construction of a chain link fence with barbed wire around the pond to ensure the protection of the general public, and a wooden fence will be used to block the view of the detention pond
- Installation of landscaping around the detention facility and behind residential properties to provide a visual barrier and natural screen the pond/fence from adjacent residents

In an effort to obtain as much public feedback as possible we are asking that you complete the questionnaire below and return it to the City of Franklin Engineering Department prior to August 20, 2014.

1. What is your Address and Contact Information? Are you the Owner or Tenant?

2. The current proposal is to remove the existing vegetation and plant new trees on private property (See Exhibit C). Is this acceptable to you as a property owner adjacent to the project?
   ☐ Yes ☐ No
   Comments:

3. The current proposal is to provide a visual barrier and natural screen around the pond/fence. Is this acceptable to you as a property owner?
   ☐ Yes ☐ No
   Comments:

4. Are you in favor in moving forward with the proposed design as shown in Exhibit C?
   ☐ Yes ☐ No
   Comments:

5. The current proposal provides 100 year flood protection to all properties. However, a portion of the lots on Battle Ave will still experience ponding water in the yards for up to a 48 hour period during major storm events. Is this acceptable to you as a property owner?

   ☐ Yes ☐ No

   Comments:

6. If your property is impacted by flooding, would you rather participate in a voluntary home buyout program?

   ☐ Yes ☐ No ☐ Does not apply

   Comments:

100-Block Battle Avenue Survey Letter Questions and Responses - 09-09-14

1. What is your Address and Contact Information? Are you the Owner or Tenant?	2. The current proposal is to remove the existing vegetation and plant new trees on private property (See Exhibit C). Is this acceptable to you as a property owner adjacent to the project?	3. The current proposal is to provide a visual barrier and natural screen around the pond/fence. Is this acceptable to you as a property owner?	4. Are you in favor in moving forward with the proposed design as shown in Exhibit C?	5. The current proposal provides 100 year flood protection to all properties. However, a portion of the lots on Battle Ave will still experience ponding water in the yards for up to a 48 hour period during major storm events. Is this acceptable to you as a property owner?	6. If your property is impacted by flooding, would you rather participate in a voluntary home buyout program?	Summary - For or Against the Project
107 Battle Ave (Pond Expansion Parcel)	no	no	no	no	N/A	AGAINST
109 Battle Ave	yes	yes	yes	yes	no	FOR
110 Battle Ave	yes	yes	yes	yes	N/A	FOR
111 Battle Ave	yes	yes	yes	yes	yes	FOR
113 Battle Ave	yes	yes	yes	yes	no	FOR
114 Battle Ave	yes	yes	yes	yes	N/A	FOR
115 Battle Ave	yes	yes	yes	Didn't answer	Didn't Answer	FOR
117 Battle Ave	N/A	yes	yes	N/A	N/A	FOR
119 Battle Ave	yes	yes	yes	yes	N/A	FOR
110 Fairground St (Storage Units)	Possibly	Possibly	Possibly	no	N/A	Possibly FOR
120 Fairground St	yes	yes	yes	Didn't answer	Didn't answer	FOR
1404 Columbia Ave	yes	yes	yes	yes	N/A	FOR
1416 Columbia Ave	yes	yes	yes	yes	N/A	FOR
					TOTAL FOR the Project	11
					TOTAL Possibly FOR the Project	1
					TOTAL Against the Project	1

ENGINEERING DEPARTMENT

Paul Holzen
Director

HISTORIC
FRANKLIN
TENNESSEE

Dr. Ken Moore
Mayor

Eric S. Stuckey
City Administrator

August 8, 2014

Dear Resident,

Please fill out and return the attached questionnaire regarding the following information:

The City is in the process of moving forward with a drainage improvements project for the 100-Block of Battle Avenue. Residential areas adjacent to Battle Avenue in the vicinity of Academy Street have experienced flooding and drainage issues for many years. The properties we specifically looked at in your area include 109, 111, 113, 114, and 115 Battle Avenue. We know these properties were significantly affected during the May 2010 Flood. The City is also aware of the ongoing flooding issues in the area. Because of this, the 100-Block Battle Avenue Drainage Improvements Project was created in 2013. We have a viable design solution to improve the flooding impacts to the area. This design is nearing completion, and we hope to continue moving forward towards easement acquisition later this summer. But…,

The City's Engineering Department presented the preliminary design to our Capital Investment Committee (CIC) / Board of Mayor and Aldermen (BOMA) on Wednesday, May 28, 2014. At this meeting, concerns about project impacts to the residents were brought up. Because of this, we are wanting to gather resident opinions on how this project moves forward.

I have included with this letter:

- Project information below;
- Attached exhibits for your review;
- **A questionnaire that can be filled out and returned.**

<u>Project Background Information</u>

For years there have been properties in the Battle Avenue area that have experienced localized flooding, adjacent to Academy Street. During the May 2010 flood, approximately 5 properties reported damage. A professional service agreement (COF Contract No. 2012-0144) with Neel-Schaffer, Inc. was approved on July 24, 2012, for the Battle Avenue Drainage Study. It included the development of a hydrologic and hydraulic model to determine existing conditions, flows and elevations, the development of alternative options to improve the localized flooding for the 100-Block. On November 26, 2013, BOMA approved a professional services agreement with Neel-Schaffer, Inc. for the final design of the 100-Block of Battle Avenue (COF Contract No. 2013-0180).

The 100-Block Battle Avenue project incorporates the following items in its design:

- Expansion of Existing Detention Basin –
  There is one significant man-made detention basin, within the 100-Block of Battle Avenue, for a self-storage facility located at 110 Fairground Street. The existing basin does not have an outlet or outlet control structure. Storm water runoff stored in the existing basin is pumped to an existing storm sewer system at the intersection of Fairground Street and Columbia Avenue. The pump station includes one primary pump without an auxiliary or emergency pump. If the primary pump fails for any reason, it is possible the detention basin would overflow into the adjacent low area to the north. The recommended alternative for improving drainage and flooding within the 100 block area of Battle Avenue includes expansion of the existing pond approximately 100 feet to the north which increases available storage to contain storm water runoff. With the pond expanded, an auxiliary pump would be installed and

drawdown after a rainfall event be regulated to ensure that capacity of the existing storm water system where the water is pumped is not exceeded. The expanded detention pond would be placed on an isolated parcel of land located behind 1408 Columbia Avenue and 107 Battle Avenue. See EXHIBIT A.

- EXHIBIT B shows the extent of existing flooding within the 100 block of Battle Avenue and improvement to exiting flooding resulting from implementation of the current design. Additional storage volume of the expanded detention basin would provide enough volume to reduce flooding and drainage issues at all five residences in the 100-Block of Battle Avenue during the 100-year storm event. Any storm event larger than a 100-year storm, like the May 2010 Flood, may still have some flooding impacts to properties in the area. This is mainly because of the downstream storm water system, and its capacity constraints.
- Stormwater area drains will be installed at the low points near 113 and 114 Battle Avenue to eliminate the roadway ponding / hydroplaning concern. This system will be piped between 113 and 115 Battle Avenue to the City owned alley behind these properties. The Stormwater will then continue being piped along the alley to the expanded detention pond. See EXHIBITS B and C.
- The backyards of 109 through 115 will be slightly re-graded so stormwater ponding can drain towards the City alley. A new swale will be created in the alley that will properly convey the backyard stormwater to the expanded detention pond. To properly install this system, some existing trees and landscaping will be removed and replaced with new landscaping. See EXHIBIT B and C.

Property Acquisition will encompass multiple drainage easements and temporary construction easements. The City hopes these will be donated because of the improvements we are making to their properties.

Also, a second project alternative was discussed in prior meetings that included a complete roadway storm water infrastructure system which would eliminate the need for a detention pond. This alternative was estimated at $2.7 Million, so it was deemed too expensive.

Again, please fill out and return the attached questionnaire using the postage paid envelope. Or, feel free to email (william.banks@franklintn.gov) or fax (615-791-3293) the questionnaire to me. You can also contact me at 550-6677.

Very sincerely,

William Banks
Project Manager
City of Franklin, TN
Engineering Department
109 3rd Avenue South
P.O. Box 305
Franklin, TN 37065

Legend

- Pond Expansion
- Proposed Detention Basin
- Parcels

CITY OF FRANKLIN
BATTLE AVENUE DRAINAGE DESIGN
100 BLOCK

NEEL-SCHAFFER
Solutions you can build upon

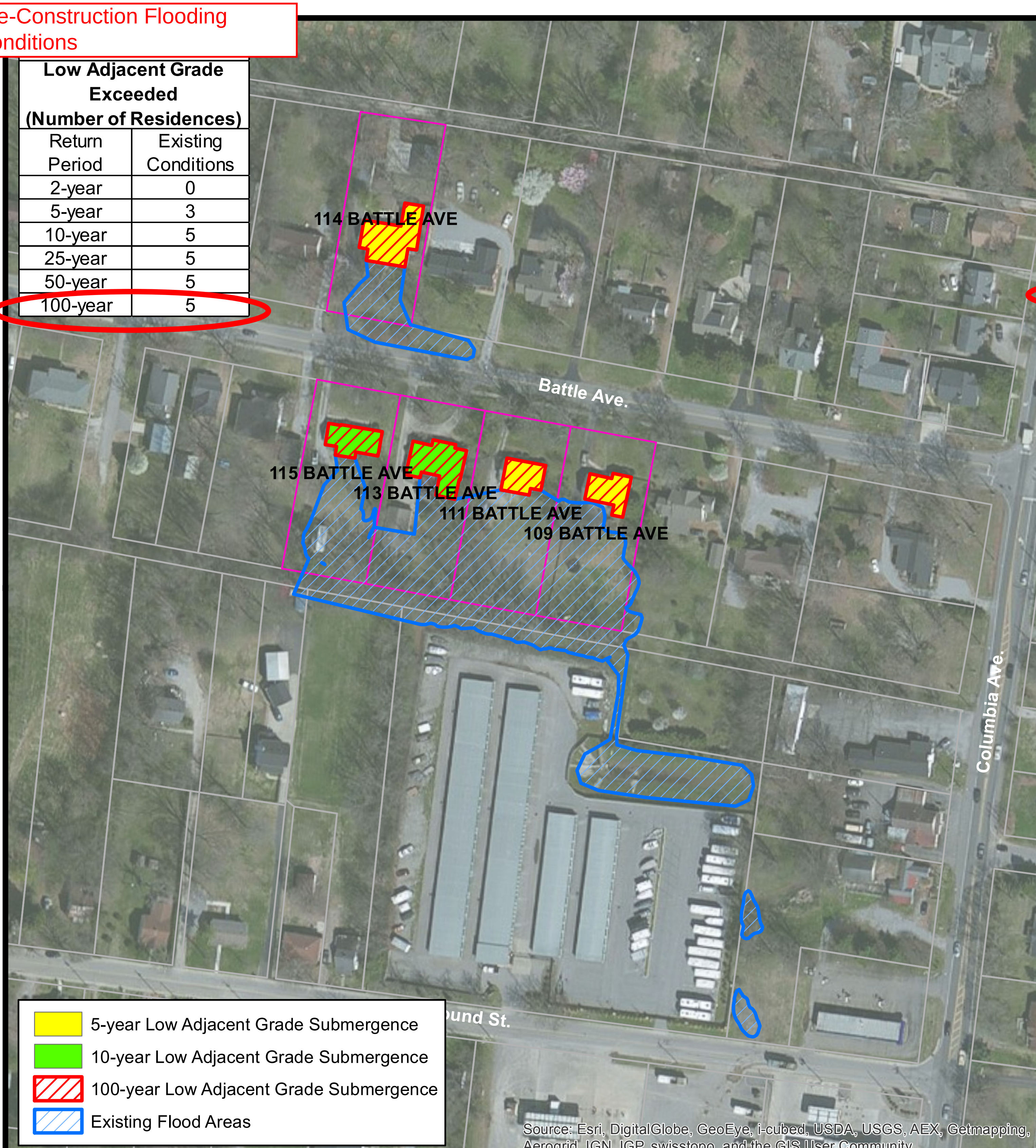
RECOMMENDED ALTERNATIVE

EXHIBIT A

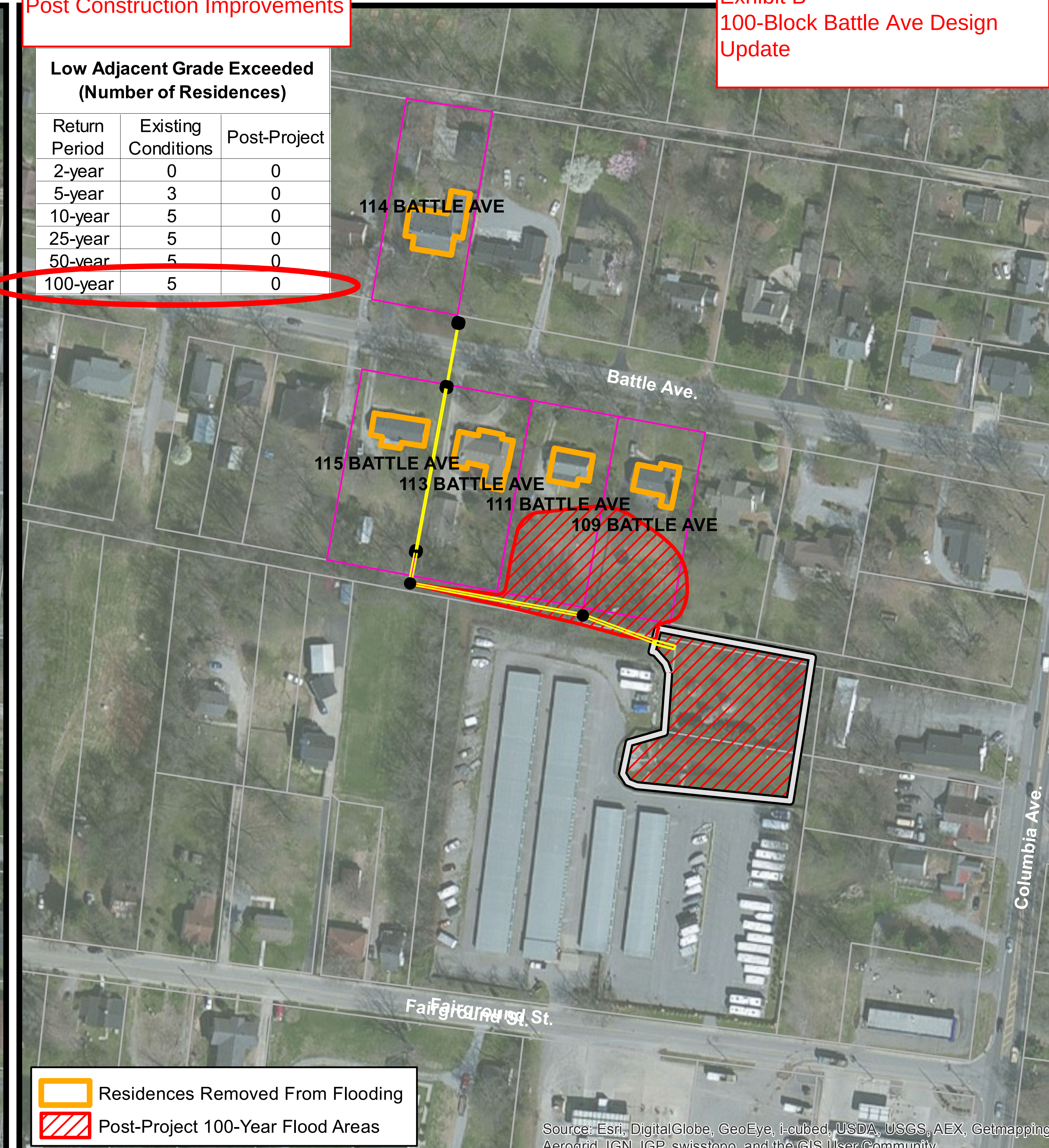
Pre-Construction Flooding Conditions

Post Construction Improvements

Exhibit B
100-Block Battle Ave Design Update



Low Adjacent Grade Exceeded (Number of Residences)	
Return Period	Existing Conditions
2-year	0
5-year	3
10-year	5
25-year	5
50-year	5
100-year	5



Low Adjacent Grade Exceeded (Number of Residences)		
Return Period	Existing Conditions	Post-Project
2-year	0	0
5-year	3	0
10-year	5	0
25-year	5	0
50-year	5	0
100-year	5	0

Legend

- Parcels
- Areas of Interest
- Post-Project 100-Year Flood Areas
- Proposed Detention Pond Expansion
- Proposed Manholes/Area Drains
- Proposed Pipes
- Residences Removed From Flooding

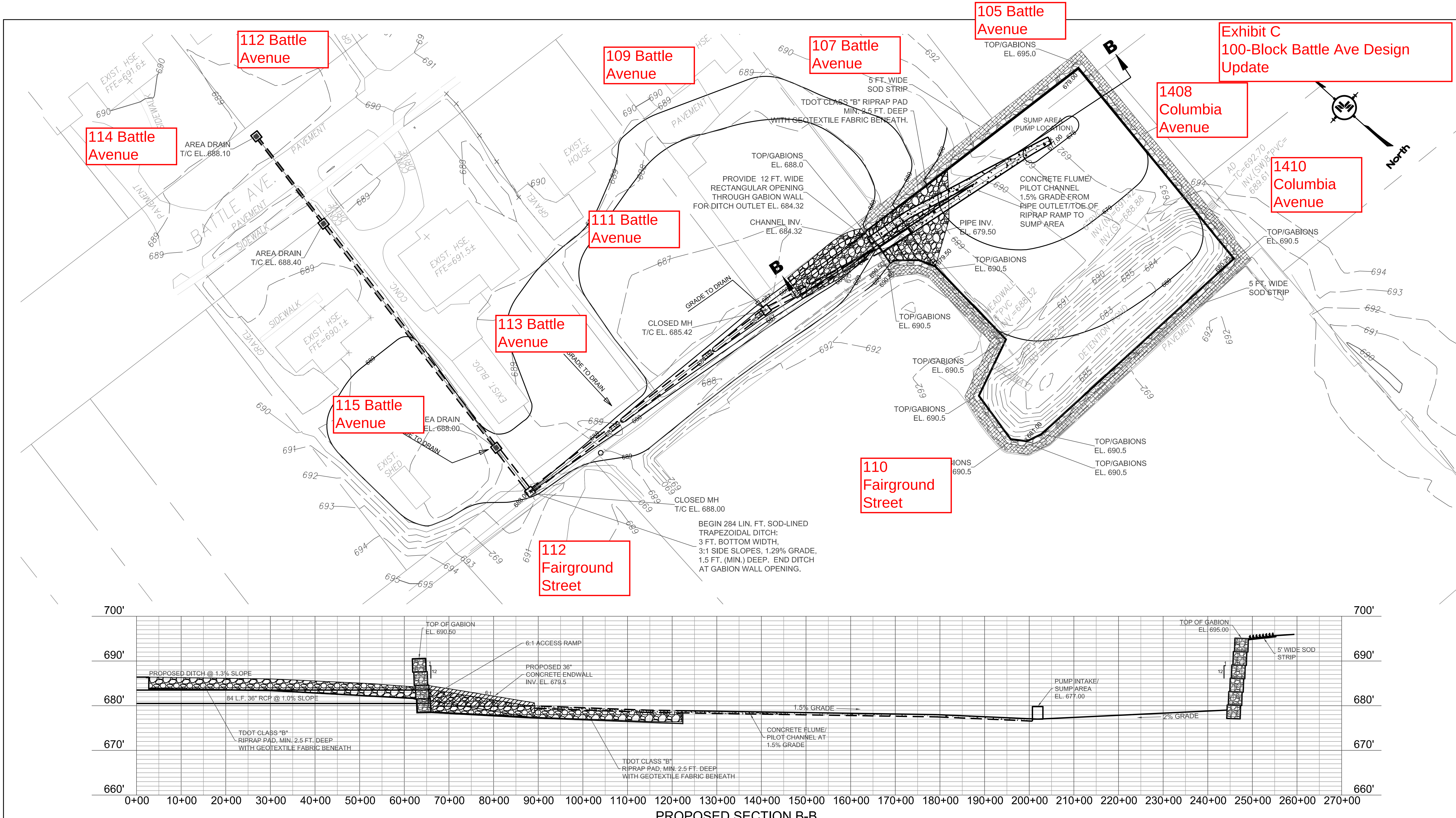
CITY OF FRANKLIN
PROPOSED BATTLE AVENUE DRAINAGE IMPROVEMENTS
100 BLOCK

NEEL-SCHAFFER
Solutions you can build upon

N W E S

RECOMMENDED ALTERNATIVE LOW ADJACENT GRADE EXCEEDANCE

EXHIBIT B



PROPOSED SECTION B-B

SCALE: 1" = 10' HORIZ.
SCALE : 1" = 10' VERT.

NOTICE TO DRAWING HOLDER
NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: NS.11918.002	
FILENAME: WORKING DESIGN_REV2	
SCALE: 1" = 30'-0"	
SURVEYED BY:	
DSGN: MRP	DATE: 05/2014
DRWN: EDR	DATE: 05/2014
CHKD:	DATE:
QA/QC:	DATE:

CITY OF FRANKLIN, TENNESSEE
100 BLOCK BATTLE AVENUE
DRAINAGE IMPROVEMENTS

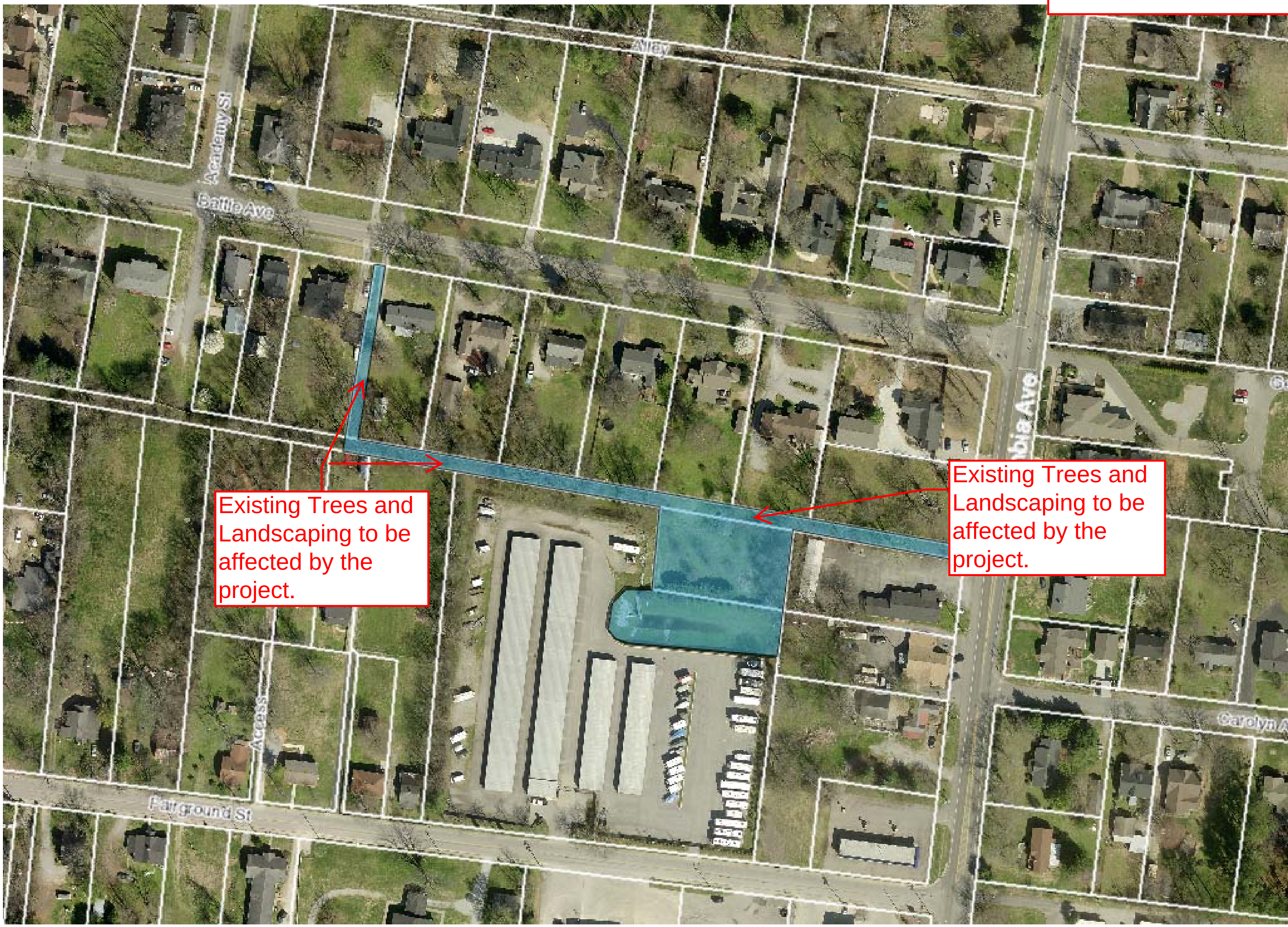
NEEL-SCHAFFER
Solutions you can build upon
210 25th AVENUE NORTH, SUITE 800
NASHVILLE, TN 37203
PH: 615-383-8420 F: 615-383-9984

RECOMMENDED ALTERNATIVE PLAN & PROFILE

WORKING NUMBER:

DRAWING NUMBER:
1 of 1

Exhibit D
100-Block Battle Ave Design Update



RESOLUTION NO. 2014-50

A RESOLUTION TO APPROVE THE PRELIMINARY DESIGN OF THE 100-BLOCK BATTLE AVENUE DRAINAGE IMPROVEMENTS PROJECT AND AUTHORIZE STAFF TO COMPLETE RIGHT-OF-WAY ACQUISITION, FINAL DESIGN AND CONSTRUCTION

WHEREAS, on July 24, 2012, the Board of Mayor and Aldermen (BOMA) approved a professional services agreement with Neel-Schaffer, Inc. (COF Contract 2012-0114) for the Battle Avenue Drainage Improvements Project; and

WHEREAS, the original scope of the Battle Avenue Drainage Improvements Project was to study the localized flooding impacts for two different drainage basins, near the 100 and 400 blocks of Battle Avenue; and

WHEREAS, upon completion of this study, the 100 block of Battle Avenue was separated into its own drainage improvements project to help control the flooding impacts to the area; and

WHEREAS, on November 26, 2013, the BOMA formally approved a professional services agreement with Neel-Schaffer, Inc. (COF Contract 2013-0180) for the 100-Block Battle Avenue Drainage Improvements Design; and

WHEREAS, the improvements to the 100 block of Battle Avenue include creating a City-owned and-maintained regional detention pond located between 107 Battle Avenue and 101 Fairground Street, a stormwater sewer system extending from across Battle Avenue at 114 Battle Avenue to the rears of 113 and 115 Battle Avenue, re-grading the City owned alley located between Battle Avenue and Fairground Street, and re-grading the rearmost properties located at 109, 111, 113, and 115 Battle Avenue; and

WHEREAS, the creation of a City owned regional detention pond will include the purchase and expansion of the existing privately owned detention pond located at 110 Fairground Street and require the purchase of the rearmost property located at 107 Battle Avenue; and

WHEREAS, the City owned regional detention pond will include a design for a 100-year storm event, a new pump system, an expanded pond depth of 15'-17' deep, "decorative" protection fencing and landscaping to reduce the visual impact to the area, and the re-routing of the detention pond discharge directly to an existing stormwater sewer system in Fairground Street and Columbia Avenue; and

WHEREAS, drainage easements prohibiting the build out or re-grading will be placed upon the rear most areas on the properties located at 109, 111, 113, and 115 Battle Avenue to protect the integrity of the 100-year drainage improvements design; and

WHEREAS, the Capital Investment Committee approved (4-0) moving forward with the 100-Block Battle Avenue Design per the design presentation on May 28, 2014, and detailed above; and

WHEREAS, on August 8, 2014, a neighborhood survey letter and questionnaire was sent out to gather resident and property owner input for the project; and

WHEREAS, the survey letter and questionnaire responses showed overall positive feedback for the project, with eleven (11) residents FOR the project, one (1) resident POSSIBLY FOR the project, and one (1) resident AGAINST the project; and

WHEREAS, the BOMA believes it is in the best interest of the citizens of the City of Franklin to move forward with the project.

NOW THEREFORE, BE IT RESOLVED by the Board of Mayor and Aldermen of the City of Franklin, Tennessee, that the 100-Block Battle Avenue Drainage Improvement Project, as described above, be authorized for final design, right-of-way acquisition and construction with a budget amount of One Million Two Hundred Thousand Dollars ($1,200,000).

IT IS SO RESOLVED AND DONE on this ____ day of ____________, 2014

ATTEST: CITY OF FRANKLIN, TENNESSEE

By:______________________________ By:____________________________

ERIC S. STUCKEY
City Administrator

DR. KEN MOORE
Mayor

Approved as to Form

By: ______________________________
Kristen L. Corn, Staff Attorney

VESTING LEGISLATION

- KNOWN AS THE "VESTED PROPERTY RIGHTS ACT OF 2014"
- STATE OF TENNESSEE CODE ANNOTATED SECTIONS 13-4-310 AND 13-3-413
- EFFECTIVE DATE JANUARY 1, 2015

OVERVIEW OF PRESENTATION

- What is the purpose of the "Vested Property Rights Act of 2014"?
- How did this legislation come about and what was the City of Franklin's level of participation?
- Review of Nomenclature and Definitions
- Applicability
- Vesting Period and Milestones
- Special Conditions and Amendments to Approved Development Plans
- Questions & Next Steps – Amending City Ordinances

/hat is the purpose of the “Vested roperty Rights Act of 2014”?

- To provide for the establishment of certain vested property rights in order to ensure reasonable certainty, stability, and fairness in the land development process, secure the reasonable expectations of landowners, and foster cooperation between the public and private sectors in the area of land use planning and development.

- In a nutshell

All Locally adopted and enforced development standards, regulations, and guidelines applicable to a project at the time of approval remain in effect for the duration of project, except for federal and state mandates.

ow did this legislation come about and hat was the City of Franklin's level of articipation?

- Dates back to the 2013 legislative session
- Impromptu meeting with Home Builders and legislators during the 2013 session
- Examples were shared of communities that changed development standards during the building of a project that apparently resulted in an additional financial impact on the project
- Tennessee Home Builders Association
- The Tennessee Municipal League (TML)
- Many months of dialog
- Provides for clearer decision-making, accountability, responsibility, and communication

eview of Nomenclature and Definitions

- Terms have similar meanings to the terms used by our team…<u>but not exactly</u>.
  - Applicant
  - Site Preparation
  - Construction
  - Preliminary Development Plan
  - Development Plan
  - Development Standards

pplicability

- A vested property right shall be established…
  - Preliminary Development Plan, or
  - Final Development Plan
  - Building Permit

- During the vesting period locally adopted <u>development standards</u> in effect on the date of approval of a <u>preliminary development plan</u> or the date of approval of a building permit shall remain the development standards applicable to that property or building during the vesting period.

esting Period and Milestones

- INITIAL - Three (3) years from date of approval of the Preliminary Development Plan provided…

- SECONDARY – Once applicant obtains approval of the Final Development Plan, secures necessary permits, and commences site preparation within the first three (3) years, then the Vesting Period is extended an additional two (2) years for a TOTAL of Five (5) Years from the date of approval of The Preliminary Development Plan…

- Construction commences during the first five (5) years then the vesting period is extended until the project is complete but not longer than a TOTAL of ten (10) years…except for multi-phase developments.

esting Period and Milestones

Type of Project	Effective Date	Vesting Period	Total Vesting Period to Maintain Vested Rights	Required Actions
Building Permit (No development plan required)	Date of Issuance of Building Permit	Period Authorized by the building permit	Period authorized by the building permit	Complete construction within period authorized by the building permit
Development Plan				
Preliminary Development Plan	Date of Issue	3 Years	3 Years	Obtain Final Development Plan approval; secure permits; and commence site preparation
Final Development Plan	3 years from date of Preliminary Plan approval	2 Years	5 Years	Commence construction, maintain permits
	5 years from date of Preliminary Plan approval	5 Years	10 Years	Complete construction; maintain permits
Multi-phase or sections	Date of Issue of Preliminary Development Plan	Separate vesting period for each phase or section	15 Years	Complete construction for each phase; maintain permits

pecial Conditions and Amendments to pproved Development Plans

- Multi-Phased Developments of two or more sections have a TOTAL vesting period of 15 years.
- Vested development shall not preclude the local jurisdiction from…
- Plan Amendments must be approved except:
  - Alters the proposed use
  - Increases overall area of the development
  - Alters the size of nonresidential structures
  - Increases density as to affect traffic or other environmental impacts\increases any local government expenditure necessary to sustain proposed use.

- Next Step – Amending City Ordinances
- Questions

VESTING LEGISLATION

KNOWN AS THE “VESTED PROPERTY RIGHTS ACT OF 2014”

STATE OF TENNESSEE CODE ANNOTATED SECTIONS 13-4-310 AND 13-3-413

EFFECTIVE DATE JANUARY 1, 2015

OVERVIEW OF PRESENTATION

- What is the purpose of the “Vested Property Rights Act of 2014”?
- How did this legislation come about and what was the City of Franklin’s level of participation?
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- Questions & Next Steps – Amending City Ordinances

What is the purpose of the "Vested Property Rights Act of 2014"?

- To provide for the establishment of certain vested property rights in order to ensure reasonable certainty, stability, and fairness in the land development process, secure the reasonable expectations of landowners, and foster cooperation between the public and private sectors in the area of land use planning and development.

- In a nutshell

All Locally adopted and enforced development standards, regulations, and guidelines applicable to a project at the time of approval remain in effect for the duration of project, except for federal and state mandates.

How did this legislation come about and what was the City of Franklin’s level of participation?

- Dates back to the 2013 legislative session
- Impromptu meeting with Home Builders and legislators during the 2013 session
- Examples were shared of communities that changed development standards during the building of a project that apparently resulted in an additional financial impact on the project
- Tennessee Home Builders Association
- The Tennessee Municipal League (TML)
- Many months of dialog
- Provides for clearer decision-making, accountability, responsibility, and communication

Review of Nomenclature and Definitions

- Terms have similar meanings to the terms used by our team…<u>but not exactly</u>.
  - Applicant
  - Site Preparation
  - Construction
  - Preliminary Development Plan
  - Development Plan
  - Development Standards

Applicability

- A vested property right shall be established…
  - Preliminary Development Plan, or
  - Final Development Plan
  - Building Permit

- During the vesting period locally adopted development standards in effect on the date of approval of a preliminary development plan or the date of approval of a building permit shall remain the development standards applicable to that property or building during the vesting period.

Vesting Period and Milestones

- INITIAL - Three (3) years from date of approval of the Preliminary Development Plan provided…

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- Construction commences during the first five (5) years then the vesting period is extended until the project is complete but not longer than a TOTAL of ten (10) years…except for multi-phase developments.

Vesting Period and Milestones

Type of Project	Effective Date	Vesting Period	Total Vesting Period to Maintain Vested Rights	Required Actions
Building Permit (No development plan required)	Date of Issuance of Building Permit	Period Authorized by the building permit	Period authorized by the building permit	Complete construction within period authorized by the building permit
Development Plan				
Preliminary Development Plan	Date of Issue	3 Years	3 Years	Obtain Final Development Plan approval; secure permits; and commence site preparation
Final Development Plan	3 years from date of Preliminary Plan approval	2 Years	5 Years	Commence construction, maintain permits
	5 years from date of Preliminary Plan approval	5 Years	10 Years	Complete construction; maintain permits
Multi-phase or sections	Date of Issue of Preliminary Development Plan	Separate vesting period for each phase or section	15 Years	Complete construction for each phase; maintain permits

Special Conditions and Amendments to Approved Development Plans

- Multi-Phased Developments of two or more sections have a TOTAL vesting period of 15 years.
- Vested development shall not preclude the local jurisdiction from…
- Plan Amendments must be approved except:
  - Alters the proposed use
  - Increases overall area of the development
  - Alters the size of nonresidential structures
  - Increases density as to affect traffic or other environmental impacts\increases any local government expenditure necessary to sustain proposed use.

- Next Step – Amending City Ordinances
- Questions

Aaa Rated Local Governments:
All Aaa Rated (Moody's) Cities

Acton, MA	Alexandria, VA	Alpharetta, GA	Alpine Borough, NJ	Ames, IA
Anderson Township, OH	Apple Valley, MN	Appleton, WI	Austin, TX	Avon Town, CT
Beachwood, OH	Bedford Town, NH	Bedford Town, NY	Bedminster Township, NJ	Bellevue, WA
Belmont, MA	Bernards Township, NJ	Bernardsville Borough, NJ	Beverly Hills, CA	Birmingham, MI
Bloomfield Township, MI	Bloomington, MN	Boca Raton, FL	Boston, MA	Boulder, CO
Bowie, MD	Brecksville, OH	Brentwood, TN	Bronxville Village, NY	Brookfield, WI
Brookline, MA	Buffalo Grove, IL	Burnsville, MN	Cambridge, MA	Cary, NC
Cedar Rapids, IA	Champaign, IL	Chandler, AZ	Chapel Hill, NC	Charlotte, NC
Charlottesville, VA	Chatham Borough, NJ	Chesterfield, MO	Columbus, OH	Concord, MA
Coppell, TX	Coral Springs, FL	Darien Town, CT	Deerfield, IL	Denver, CO
Dover, MA	Dublin, OH	Durham, NC	Eagan, MN	Easton Town, CT
Eden Prairie, MN	Edina, MN	Fairfax, VA	Fairfield Town, CT	Farmington Town, CT
Florham Park Borough, NJ	Fort Collins, CO	Franklin Lakes Borough, NJ	Franklin, TN	Garden City Village, NY
Germantown, TN	Glastonbury Town, CT	Glenview, IL	Golden Valley, MN	Greenburgh Town, NY
Greensboro, NC	Greenwich Town, CT	Harding Township, NJ	Hempstead Town, NY	Herndon, VA
Highland Park, IL	Hilton Head Island, SC	Hingham, MA	Hudson, OH	Huntersville, NC
Huntington Town, NY	Huntsville, AL	Indianapolis, IN	Iowa City, IA	Irving, TX
Jupiter, FL	Kenilworth, IL	Kings Point Village, NY	Lake Bluff, IL	Lake Forest, IL
Lake Oswego, OR	Lake Success Village, NY	Larchmont Village, NY	Leawood, KS	Lenexa, KS
Lexington, MA	Lincoln, NE	Lower Gwynedd Township, PA	Lower Merion Township, PA	Madison Town, CT
Madison, WI	Mahwah Township, NJ	Manhattan Beach, CA	Maple Grove, MN	Marco Island, FL
Mason, OH	Mendham Township, NJ	Menlo Park, CA	Minnetonka, MN	Mission Hills, KS
Montgomery, OH	Morris Township, NJ	Mountain Brook, AL	Naperville, IL	New Berlin, WI
New Canaan Town, CT	New Castle Town, NY	Newport Beach, CA	Newton, MA	Northbrook, IL
Norwalk City, CT	Oklahoma City, OK	Orono, MN	Overland Park, KS	Palm Beach Gardens, FL
Palo Alto, CA	Paradise Valley, AZ	Pepper Pike, OH	Pittsford Town, NY	Plano, TX
Plymouth, MN	Portland, OR	Prairie Village, KS	Princeton Township, NJ	Raleigh, NC
Richardson, TX	Ridgefield Town, CT	Rochester, MN	Rockville, MD	Roseville, MN
Roswell, GA	Rumson Borough, NJ	Rye City, NY	Salt Lake City, UT	San Antonio, TX
Sands Point Village, NY	Santa Monica, CA	Saratoga, CA	Scarsdale Village, NY	Schaumburg, IL
Scottsdale, AZ	Seattle, WA	Simsbury Town, CT	Skokie, IL	Solon, OH
South Portland, ME	St Louis Park, MN	Strongsville, OH	Summit, NJ	Sunnyvale, CA
Tredyffrin Township, PA	Troy, MI	Upper Arlington, OH	Upper Merion Township, PA	Upper Saddle River Borough, NJ
Vernon Hills, IL	Vienna, VA	Virginia Beach, VA	Wallingford Town, CT	Washington Township, OH
Wauwatosa, WI	Wayland, MA	Wayne Township, NJ	Wellesley, MA	West Chester Township, OH
West Des Moines, IA	West Hartford Town, CT	Westerville, OH	Westlake, OH	Weston Town, CT
Weston, FL	Weston, MA	Westport Town, CT	Wheaton, IL	Whitpain Township, PA
Wilmette, IL	Wilton Town, CT	Winchester, MA	Winnetka, IL	Winston-Salem, NC
Woodbridge Town, CT	Woodbury, MN			

Total 192 Cities
Source: Moody's

PFM surveyed 8 Cities OUTSIDE of TN to begin the peer analysis (noted in red font below):

HISTORIC FRANKLIN TENNESSEE

Acton, MA	Alexandria, VA	Alpharetta, GA	Alpine Borough, NJ	Ames, IA
Anderson Township, OH	Apple Valley, MN	Appleton, WI	Austin, TX	Avon Town, CT
Beachwood, OH	Bedford Town, NH	Bedford Town, NY	Bedminster Township, NJ	Bellevue, WA
Belmont, MA	Bernards Township, NJ	Bernardsville Borough, NJ	Beverly Hills, CA	Birmingham, MI
Bloomfield Township, MI	Bloomington, MN	Boca Raton, FL	Boston, MA	Boulder, CO
Bowie, MD	Brecksville, OH	**Brentwood, TN**	Bronxville Village, NY	Brookfield, WI
Brookline, MA	Buffalo Grove, IL	Burnsville, MN	Cambridge, MA	**Cary, NC**
Cedar Rapids, IA	Champaign, IL	**Chandler, AZ**	Chapel Hill, NC	Charlotte, NC
Charlottesville, VA	Chatham Borough, NJ	Chesterfield, MO	Columbus, OH	Concord, MA
Coppell, TX	Coral Springs, FL	Darien Town, CT	Deerfield, IL	Denver, CO
Dover, MA	Dublin, OH	Durham, NC	Eagan, MN	Easton Town, CT
Eden Prairie, MN	Edina, MN	Fairfax, VA	Fairfield Town, CT	Farmington Town, CT
Florham Park Borough, NJ	Fort Collins, CO	Franklin Lakes Borough, NJ	**Franklin, TN**	Garden City Village, NY
Germantown, TN	Glastonbury Town, CT	Glenview, IL	Golden Valley, MN	Greenburgh Town, NY
Greensboro, NC	Greenwich Town, CT	Harding Township, NJ	Hempstead Town, NY	Herndon, VA
Highland Park, IL	Hilton Head Island, SC	Hingham, MA	Hudson, OH	**Huntersville, NC**
Huntington Town, NY	Huntsville, AL	Indianapolis, IN	Iowa City, IA	Irving, TX
Jupiter, FL	Kenilworth, IL	Kings Point Village, NY	Lake Bluff, IL	Lake Forest, IL
Lake Oswego, OR	Lake Success Village, NY	Larchmont Village, NY	Leawood, KS	Lenexa, KS
Lexington, MA	Lincoln, NE	Lower Gwynedd Township, PA	Lower Merion Township, PA	Madison Town, CT
Madison, WI	Mahwah Township, NJ	Manhattan Beach, CA	**Maple Grove, MN**	Marco Island, FL
Mason, OH	Mendham Township, NJ	Menlo Park, CA	Minnetonka, MN	Mission Hills, KS
Montgomery, OH	Morris Township, NJ	Mountain Brook, AL	Naperville, IL	New Berlin, WI
New Canaan Town, CT	New Castle Town, NY	Newport Beach, CA	Newton, MA	Northbrook, IL
Norwalk City, CT	Oklahoma City, OK	Orono, MN	Overland Park, KS	Palm Beach Gardens, FL
Palo Alto, CA	Paradise Valley, AZ	Pepper Pike, OH	Pittsford Town, NY	Plano, TX
Plymouth, MN	Portland, OR	Prairie Village, KS	Princeton Township, NJ	Raleigh, NC
Richardson, TX	Ridgefield Town, CT	Rochester, MN	**Rockville, MD**	Roseville, MN
Roswell, GA	Rumson Borough, NJ	Rye City, NY	Salt Lake City, UT	San Antonio, TX
Sands Point Village, NY	Santa Monica, CA	Saratoga, CA	Scarsdale Village, NY	Schaumburg, IL
Scottsdale, AZ	Seattle, WA	Simsbury Town, CT	Skokie, IL	Solon, OH
South Portland, ME	St Louis Park, MN	Strongsville, OH	Summit, NJ	Sunnyvale, CA
Tredyffrin Township, PA	Troy, MI	Upper Arlington, OH	Upper Merion Township, PA	Upper Saddle River Borough, NJ
Vernon Hills, IL	Vienna, VA	Virginia Beach, VA	Wallingford Town, CT	Washington Township, OH
Wauwatosa, WI	Wayland, MA	Wayne Township, NJ	Wellesley, MA	West Chester Township, OH
West Des Moines, IA	West Hartford Town, CT	Westerville, OH	Westlake, OH	Weston Town, CT
Weston, FL	Weston, MA	Westport Town, CT	Wheaton, IL	Whitpain Township, PA
Wilmette, IL	Wilton Town, CT	Winchester, MA	Winnetka, IL	Winston-Salem, NC
Woodbridge Town, CT	**Woodbury, MN**			

Source: Moody's

#	City	State	Moody's	Effective Date	S&P	Effective Date2
1	Huntsville	AL	Aaa	Apr-10	AAA	Jan-09
2	Chandler	AZ	Aaa	Apr-10	AAA	May-06
3	Scottsdale	AZ	Aaa	Feb-01	AAA	
4	Beverly Hills	CA	Aaa (ICR)	Jan-07	AAA (ICR)	Dec-06
5	Manhattan Beach	CA	Aaa		AAA	Sep-03
6	Newport Beach	CA	Aaa (ICR)	Oct-10	AAA (ICR)	Oct-10
7	Palo Alto	CA	Aaa	Dec-01	AAA	Jun-02
8	Santa Monica	CA	Aaa		AAA	Aug-02
9	Saratoga	CA	Aaa	Apr-10	AAA	
10	Sunnyvale	CA	Aaa (ICR)	Apr-10	AAA (ICR)	Apr-09
11	Boulder	CO	Aaa	Apr-10	AAA	May-09
12	Denver (City & Co.)	CO	Aaa	Apr-10	AAA	Sep-08
13	Norwalk	CT	Aaa		AAA	
14	Boca Raton	FL	Aaa		AAA	Sep-03
15	Coral Springs	FL	Aaa		AAA	Apr-04
16	Weston	FL	Aaa (ICR)	Dec-05	AAA (ICR)	Jan-06
17	Alpharetta	GA	Aaa	May-06	AAA	May-06
18	Roswell	GA	Aaa		AAA	
19	West Des Moines	IA	Aaa	Apr-10	AAA	Feb-05
20	Naperville (City of)	IL	Aaa	Jan-01	AAA	
21	Indianapolis	IN	Aaa	Apr-10	AAA	
22	Overland Park (City of)	KS	Aaa		AAA	
23	Bowie	MD	Aaa	Apr-10	AAA	Jun-09
24	Rockville	MD	Aaa	Sep-07	AAA	Sep-07
25	Cambridge	MA	Aaa		AAA	
26	Birmingham	MI	Aaa	Apr-10	AAA	Nov-02
27	Troy	MI	Aaa	Apr-10	AAA	Jun-02
28	Bloomington	MN	Aaa	Feb-01	AAA	Oct-00
29	Edina	MN	Aaa		AAA	Aug-02
30	Maple Grove	MN	Aaa	Apr-10	AAA	
31	Minneapolis	MN	Aaa	Apr-10	AAA	Dec-79
32	Plymouth	MN	Aaa		AAA	Jul-10
33	Rochester	MN	Aaa		AAA	
34	St. Louis Park	MN	Aaa	Apr-10	AAA	Nov-08
35	Woodbury	MN	Aaa	Apr-10	AAA	Apr-09
36	Lincoln	NE	Aaa	Jun-03	AAA	Jan-78
37	Summit (City of)	NJ	Aaa		AAA	
38	Charlotte	NC	Aaa		AAA	
39	Durham	NC	Aaa		AAA	
40	Greensboro	NC	Aaa	Jan-06	AAA	
41	Raleigh	NC	Aaa		AAA	
42	Winston-Salem	NC	Aaa		AAA	
43	Columbus	OH	Aaa		AAA	
44	Hudson	OH	Aaa	Apr-10	AAA	Aug-11
45	Solon	OH	Aaa	Apr-10	AAA	Apr-08
46	Upper Arlington	OH	Aaa	Sep-08	AAA	Sep-08
47	Westlake	OH	Aaa	Apr-10	AAA	
48	Westerville	OH	Aaa	Apr-10	AAA	Nov-09
49	Oklahoma City	OK	Aaa	Apr-10	AAA	Mar-09
50	Lake Oswego	OR	Aaa		AAA	Sep-06
51	Brentwood	TN	Aaa		AAA	Aug-08
52	Franklin	TN	Aaa		AAA	Dec-09
53	Germantown	TN	Aaa		AAA	

#	City	State	Moody's	Effective Date	S&P	Effective Date2
54	Austin	TX	Aaa	Apr-10	AAA	Jan-08
55	Irving	TX	Aaa		AAA	
56	Plano	TX	Aaa		AAA	
57	Richardson	TX	Aaa	Apr-10	AAA	Apr-08
58	San Antonio	TX	Aaa	Apr-10	AAA	Oct-08
59	Salt Lake City	UT	Aaa		AAA	
60	Alexandria	VA	Aaa		AAA	
61	Charlottesville	VA	Aaa		AAA	
62	Fairfax	VA	Aaa	Apr-10	AAA	Oct-09
63	Virginia Beach	VA	Aaa	Apr-10	AAA	Jun-07
64	Bellevue	WA	Aaa		AAA	Oct-06
65	Seattle	WA	Aaa	Aug-98	AAA	Aug-01

Moody's
INVESTORS SERVICE

MEDIAN REPORT

2013 US Local Government Medians Demonstrate Stability of Sector

Table of Contents:

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The local government sector continues to stabilize as local governments emerge from the severe national recession; a trend we expect to continue. The medians support our stable sector outlook, even as many local governments still face slow recovery in local housing markets and weak employment growth.

» **Full value (FV) has generally increased across local government sub-sectors.** This increase reflects the national recovery in property values as well as an uptick in new construction in some areas. Median FV across cities and school districts is up 12.5% and 5.0%, respectively.

» **Fund balance as a percentage of operating revenues remains stable to slightly declining.** We believe that the lack of growth in this ratio represents generally stable reserves and growing revenue bases. Fund balance medians for cities and school districts are down slightly compared with those in 2012, but still higher than in previous years.

» **Cash balances also show stability across local government sub-sectors**. The median for cities remains unchanged. The medians for school districts and counties declined minimally. These trends indicate that cash balances remain generally healthy and are a source of credit stability for the local government sector.

» **Net direct debt as a percentage of FV increased for the city and county sub-sectors**. Given the growth in FV, this suggests that local governments are beginning to invest in deferred infrastructure needs and are experiencing renewed public support for tax-backed debt.

» **Pension ratios indicate that pensions are not a substantial drag on overall credit quality despite severe pension pressures affecting a limited number of local governments**. School district medians are higher relative to cities and counties. This reflects the poor funded status of many statewide teacher cost-sharing plans, as well as the fact that school district expenditure profiles are more heavily weighted toward personnel costs.

THIS REPORT WAS REPUBLISHED ON 21 AUGUST 2014 WITH (A REFERENCE TO THE 2013 NET DIRECT DEBT / FULL VALUE WAS INSERTED IN THE TABLE UNDER EXHIBT 5 ON PAGE 6.)

Median Data in Detail

This medians report conforms to our updated general obligation rating methodology. (See US Local Government General Obligation Debt). As such, the medians presented here are different than in previous years and include new pension-related metrics and institutional framework score. For these new measures, historical data will be available in future medians reports as we accumulate data as each year passes. The medians as presented in previous years are provided in the appendix.

We used data from a variety of sources to calculate the 2013 medians, many of which have differing reporting schedules. Whenever possible, we calculated these medians using available data for fiscal year 2013, however there are some exceptions. Population data is based on the 2010 Census. Median Family Income is derived from the 2012 American Community Survey. Pension-related medians are based on three-year averages of the fiscal 2010 through 2012 period due to the lagged timing of pension reporting. In total, data were derived from a set of 3,030 cities, 918 counties and 3,455 school districts. We used these data to calculate the medians for all historical years provided in this report. However, not all of these issuers have 2013 data available for all of our metrics. Therefore, the 2013 dataset is smaller across all three sectors for most metrics. As such, the 2013 medians calculated as of the date of this publication may differ somewhat from the 2013 medians we calculate for next year's medians

EXHIBIT 1

2013 Local Government Medians

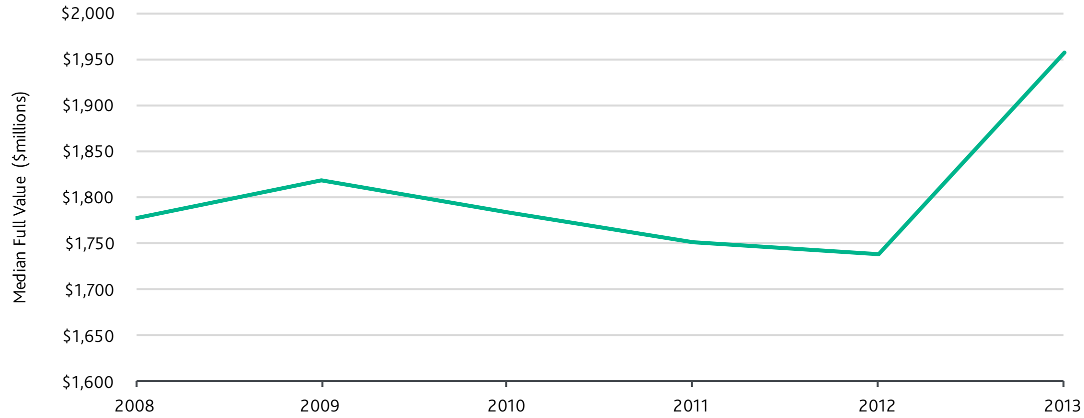
	Cities	Counties	School Districts
2013 Full Value (in $millions)	$ 1,956	$ $7,543	$ 2,005
Percent change in Full Value from 2012 to 2013	12.5%	-2.3%	5.3%
2012 Full Value (in $millions)	$ 1,738	$ $7,721	$ 1,905
2013 Fund Balance as % of Revenues	25.4%	23.9%	14.6%
2012 Fund Balance as % of Revenues	26.2%	25.6%	14.8%
2013 Cash Balance as % of Revenues	27.8%	27.7%	19.3%
2012 Cash Balance as % of Revenues	27.8%	28.7%	17.7%
2013 Net Direct Debt / Full Value (%)	1.26%	0.63%	1.46%
2012 Net Direct Debt / Full Value (%)	1.06%	0.52%	1.48%
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value (%)	1.34%	0.85%	2.49%
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues (x)	1.16	1.05	1.20

Source: Moody's Investors Service

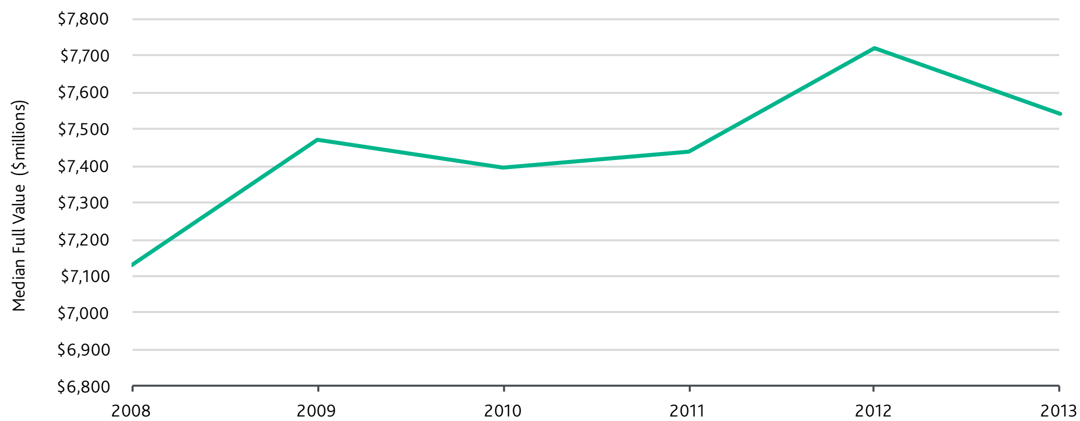
EXHIBIT 2

Full Value Is Trending Upwards Across Most Major Local Government Sub-Sectors

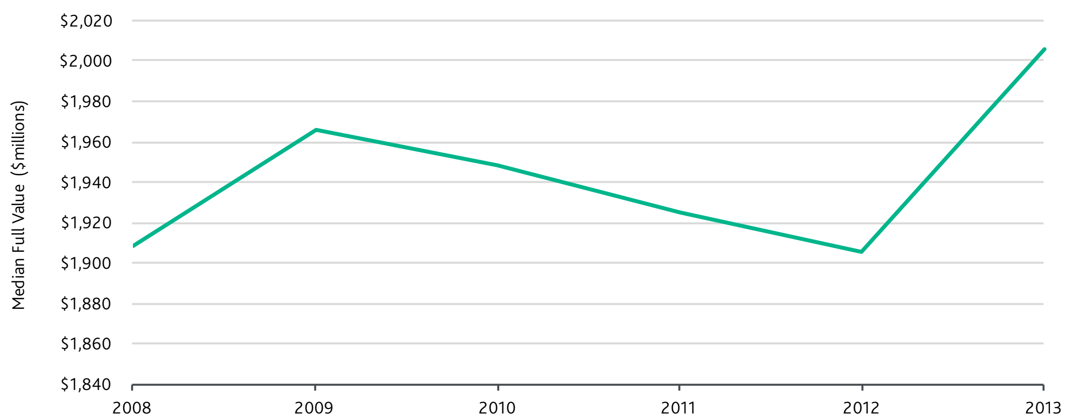
Cities – Median Full Value



Counties – Median Full Value



School Districts – Median Full Value



Source: Moody's Investors Service

		Cities		Counties		School Districts
2013 Full Value (in $millions)	$	1,956	$	$7,543	$	2,005
Percent change in Full Value from 2012 to 2013		12.5%		-2.3%		5.3%
2012 Full Value (in $millions)	$	1,738	$	$7,721	$	1,905

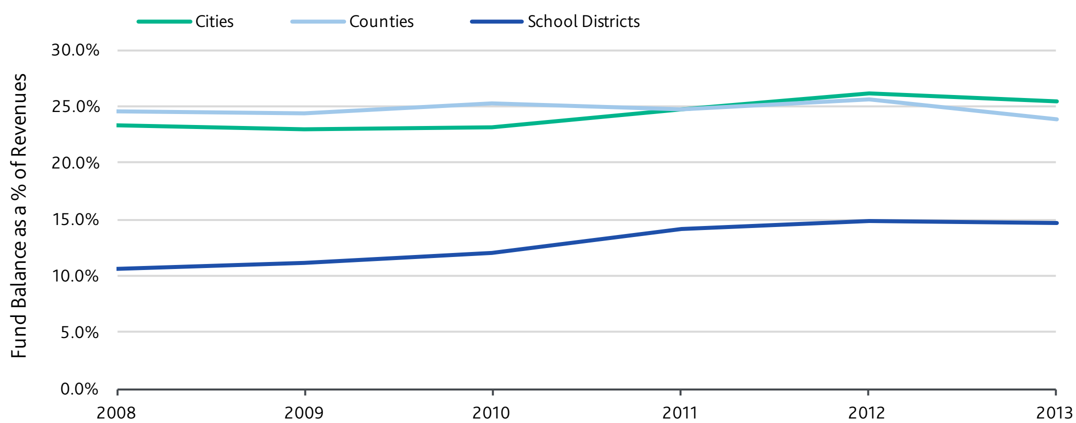
Source: Moody's Investors Service

Median full value showed improvement across the majority of local governments in 2013. Cities saw the largest increase with the median value of the sub-sector increasing by 12.5%. School districts also saw an increase in this metric, with the median growing by 5.3% compared with 2012. Given that cities and school districts comprise the majority of our rated local governments, the improvements in full value across these two large sub-sectors indicate broad growth in the metric.

The general strength in median full value is a result of property value recoveries across much of the nation. Additionally, while growth in full value related to new construction has not regained its pre-recession peak, some areas of the country have begun to see renewed residential and commercial development. While the median for counties is lower in 2013 than in 2012, the decline was minimal at just 2.3%. This divergence from the other two primary local government sub-sectors toward stability rather than growth may reflect that counties often encompass large swaths of rural or unincorporated land that does not always follow the same market patterns.

EXHIBIT 3

Fund Balances Remain Healthy Across All Local Government Sub-Sectors



Source: Moody's Investors Service

	Cities	Counties	School Districts
2013 Fund Balance as % of Revenues	25.4%	23.9%	14.6%
2012 Fund Balance as % of Revenues	26.2%	25.6%	14.8%

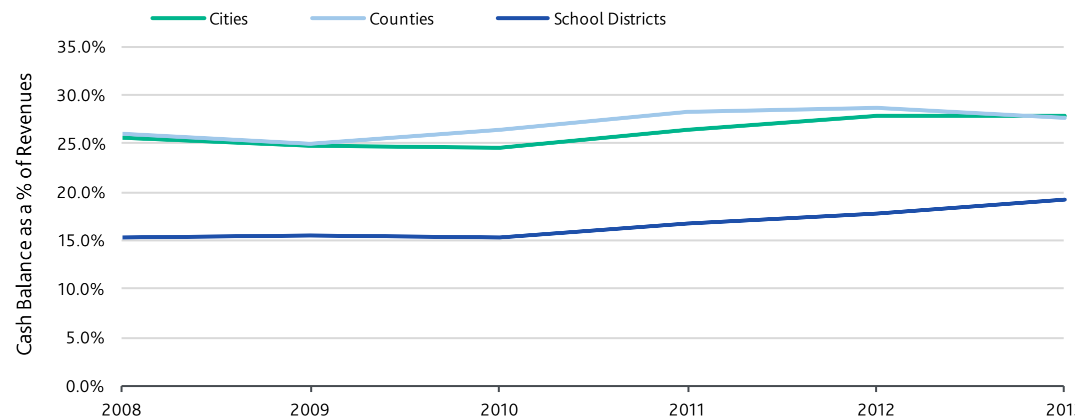
Source: Moody's Investors Service

Median fund balances as a percentage of revenues were generally stable from 2012 to 2013. While the medians of this metric across all three sub-sectors declined slightly, fund balances remain generally healthy. Additionally, local governments have experienced increases in overall revenues. So although median fund balances declined slightly as a percentage of operating revenues, this is partially attributable to generally stable fund balances compared with generally growing operating revenues.

Property taxes provided a strong anchor during the recession and have begun to improve slowly. Sales, income and other taxes have also begun to increase, and at a much faster rate. Combined with local governments' ability to control costs through staffing and salary adjustments, the overall financial position of these entities has remained largely unchanged year over year. While the median for school districts is notably lower than that of cities and counties, this is consistent with our observation that school districts need less fund balance to operate consistently given generally more predictable revenues and expenditures.

EXHIBIT 4

Cash Balances are Stable and Healthy Across All Local Government Sub-Sectors



Source: Moody's Investors Service

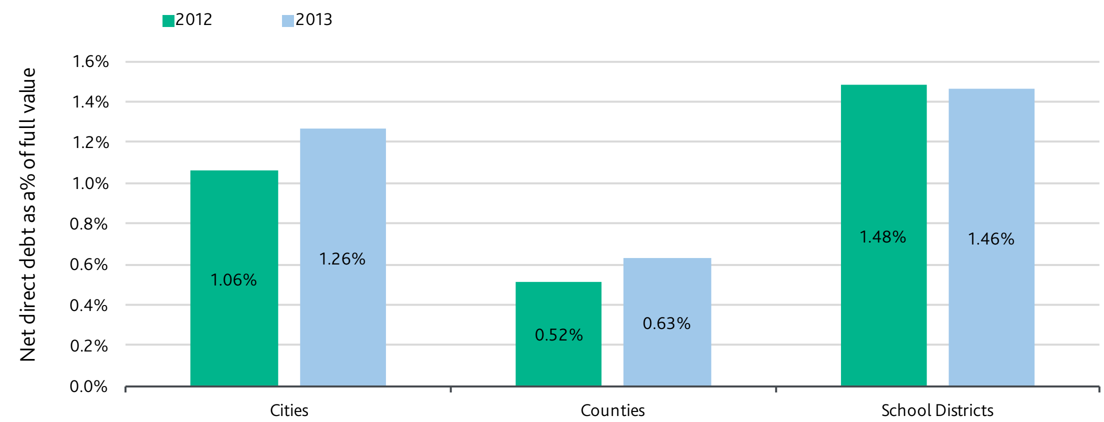
	Cities	Counties	School Districts
2013 Cash Balance as % of Revenues	27.8%	27.7%	19.3%
2012 Cash Balance as % of Revenues	27.8%	28.7%	17.7%

Source: Moody's Investors Service

Like fund balances, median cash balances as a percentage of revenues were also generally stable from 2012 to 2013. Similar to median fund balances, cash balances are healthy and reflect increases in revenues. As with fund balance, school districts maintain lower cash balances due to their generally more predictable cash inflows and outflows. However, the median for school districts has increased for the past three years, providing another indicator of generally improving health and stability in the sub-sector.

EXHIBIT 5

Growth in Net Direct Debt, Especially for Cities, Due to Meeting Deferred Infrastructure Needs



Source: Moody's Investors Service

	Cities	Counties	School Districts
2013 Net Direct Debt / Full Value (%)	1.26%	0.63%	1.46%
2012 Net Direct Debt / Full Value (%)	1.06%	0.52%	1.48%

Source: Moody's Investors Service

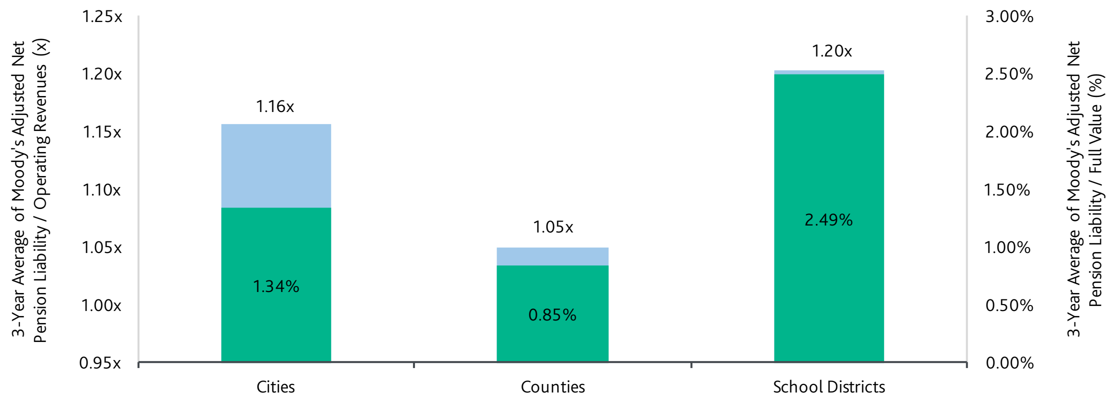
The median net direct debt as a percentage of full value for both cities and counties is higher in 2013 compared to 2012. As local governments have emerged from the recession, many have begun to invest in infrastructure needs that were deferred in recent years. For school districts, the slightly lower median debt level represents stability in this metric. Part of the increase in this metric for counties is also a result of the moderate decline in total full value. For cities, the median reflects an increase in the issuance of new debt at a rate that has outpaced the increase in full value.

New Pension Metrics

Our updated general obligation methodology includes two explicit sub-factors related to pensions that incorporate a series of adjustments we make to data reported by local governments. These adjustments include the re-calculation of accrued liabilities using a market-based, high-grade corporate bond index as a discount rate, rather than the investment return-based discount rate used by most public pension plans. We also allocate shares of multi-employer cost-sharing plans to participating local governments based on pro-rata contributions. Unlike our pension adjustments for states, we currently rely on reported actuarial values of assets for local governments due to data availability limitations. We expect to rely on market values of assets when the data becomes more widely reported under new Governmental Accounting Standards Board 68 accounting standards.

EXHIBIT 6

Pensions Not Substantial Negative Credit Factor for Most Local Governments



Source: Moody's Investors Service

	Cities	Counties	School Districts
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value (%)	1.34%	0.85%	2.49%
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues (x)	1.16	1.05	1.20

Source: Moody's Investors Service

The medians of key ratios reflecting Moody's Adjusted Net Pension Liabilities (ANPLs) indicate that despite severe pension pressure for some local governments, pensions are not currently a substantial drag on credit quality in general. Heightened school district pension medians relative to those of cities and counties reflect the poor funded status of many statewide teacher cost-sharing plans, as well as the larger proportion of school district operations dedicated to personnel costs. Notably, school district pension medians are positively impacted by the prevalence of state "on-behalf" payments, where the state pays all or a portion of local school district pension costs (e.g. Illinois and Kansas). Our approach to incorporating these state payments into our key pension metrics is economic: we allocate ANPLs between local districts and the state in proportion to the source of employer contributions.

Institutional Framework

This metric measures local governments' legal ability to match revenues with expenditures. Institutional framework scores are meant to indicate a variety of factors such as: tax caps, influence of organized labor, revenue raising ability, predictability of revenues and expenditures, etc. For the majority of municipalities, we determine the score annually on a sector-wide basis for each state (click here for scores by state and sector). For example, in most cases, cities in Arizona will have the same institutional framework score. Possible scores range from Aaa to B and below.

The median score for both cities and counties across all states is Aa. For school districts, the median score is one notch lower at A. The lower median score for school districts is indicative of several factors, including limitations on laying off teaching staff, influence of organized labor, reliance on state funding, and generally fewer options for raising additional revenue. Despite these factors, all three sectors exhibit moderate to strong legal ability to maintain balanced operations.

EXHIBIT 7

Six-year history of select medians

Cities	2008	2009	2010	2011	2012	2013
Full Value (in $000s)	$1,776,454	$1,818,853	$1,784,100	$1,752,014	$1,738,500	$1,956,121
Full Value Per Capita ($)	$95,578	$97,740	$94,480	$91,870	$89,159	$87,456
MFI (as % of US median)	114.3%	114.3%	114.3%	114.3%	115.2%	115.2%
Fund Balance as % of Revenues	23.4%	23.0%	23.1%	24.8%	26.2%	25.4%
5-Year Dollar Change in Fund Balance as % of Revenues	--	--	--	1.9%	2.5%	6.8%
Cash Balance as % of Revenues	25.7%	24.8%	24.5%	26.5%	27.8%	27.8%
5-Year Dollar Change in Cash Balance as % of Revenues	--	--	--	2.7%	2.7%	7.0%
Institutional Framework	--	--	--	--	--	Aa
Operating History: 5-Year Average of Operating Revenues / Operating Expenditures (x)	--	--	1.00	1.00	1.00	1.00
Net Direct Debt / Full Value (%)	0.99%	1.01%	1.03%	1.04%	1.06%	1.26%
Net Direct Debt / Operating Revenues (x)	0.97	1.00	1.01	0.94	0.93	0.87
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value (%)	--	--	--	--	--	1.34%
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues (x)	--	--	--	--	--	1.16

Counties	2008	2009	2010	2011	2012	2013
Full Value (in $000s)	$7,130,825	$7,473,673	$7,394,736	$7,438,795	$7,720,904	$7,543,244
Full Value Per Capita ($)	$75,787	$79,637	$80,022	$79,103	$77,087	$77,228
MFI (as % of US median)	93.7%	93.7%	93.7%	93.7%	94.2%	94.2%
Fund Balance as % of Revenues	24.5%	24.4%	25.3%	24.7%	25.6%	23.9%
5-Year Dollar Change in Fund Balance as % of Revenues	--	--	--	0.8%	0.7%	5.4%
Cash Balance as % of Revenues	26.0%	25.1%	26.3%	28.3%	28.7%	27.7%
5-Year Dollar Change in Cash Balance as % of Revenues	--	--	--	1.5%	1.3%	10.1%
Institutional Framework	--	--	--	--	--	Aa
Operating History: 5-Year Average of Operating Revenues / Operating Expenditures (x)	--	--	1.01	1.01	1.00	1.00
Net Direct Debt / Full Value (%)	0.49%	0.49%	0.50%	0.49%	0.52%	0.63%
Net Direct Debt / Operating Revenues (x)	0.64	0.65	0.70	0.65	0.65	0.71
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value (%)	--	--	--	--	--	0.85%
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues (x)	--	--	--	--	--	1.05

School Districts	2008	2009	2010	2011	2012	2013
Full Value (in $000s)	$1,908,824	$1,966,085	$1,948,822	$1,925,039	$1,905,015	$2,005,474
Full Value Per Capita ($)	$82,328	$84,365	$83,116	$80,776	$78,745	$79,083
MFI (as % of US median)	104.6%	104.6%	104.6%	104.6%	103.1%	103.1%
Fund Balance as % of Revenues	10.6%	11.1%	12.1%	14.1%	14.8%	14.6%
5-Year Dollar Change in Fund Balance as % of Revenues	--	--	--	5.0%	3.8%	3.5%
Cash Balance as % of Revenues	15.4%	15.5%	15.3%	16.7%	17.7%	19.3%
5-Year Dollar Change in Cash Balance as % of Revenues	--	--	--	3.3%	1.4%	2.4%
Institutional Framework	--	--	--	--	--	A
Operating History: 5-Year Average of Operating Revenues / Operating Expenditures (x)	--	--	1.01	1.01	1.01	1.00
Net Direct Debt / Full Value (%)	1.32%	1.32%	1.35%	1.41%	1.48%	1.46%
Net Direct Debt / Operating Revenues (x)	0.74	0.72	0.74	0.75	0.75	0.74
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value (%)	--	--	--	--	--	2.5%
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues (x)	--	--	--	--	--	1.20

Source: Moody's Investors Service

Appendix

The following are medians of key metrics as we have presented them in past years' reports.

2013 Publicly Rated US Local Government Medians – Cities

EXHIBIT 8

US Local Government Medians - US Cities (All)

Selected Indicators	US Local Government Medians
Median Moody's GO/Issuer Rating	Aa3
Total General Fund Revenues (000)	$22,054
General Fund Balance as % of Revenues	29.89%
Available General Fund Balance as % of Revenues	27.01%
Direct Net Debt as % of Full Value	1.26%
Overall Debt Burden (Overall Net Debt as % Full Value)	2.78%
Total Full Value (000)	$1,957,842
Population 2010 Census	16,918
Full Value Per Capita	$85,626
Ten Largest Taxpayers as % of AV	8.56%
MFI as a % of US (2012 ACS)	115.16%

EXHIBIT 9

Medians by Rating - US Cities (All)

	US Local Government Medians					
Selected Indicators	Aaa	Aa	A	Baa	Ba	B
Total General Fund Revenues (000)	$59,130	$27,048	$8,416	$15,614	$118,889	$20,635
General Fund Balance as % of Revenues	32.05%	30.42%	29.99%	10.28%	2.59%	3.52%
Available General Fund Balance as % of Revenues	29.97%	27.70%	26.27%	8.24%	-2.43%	3.35%
Direct Net Debt as % of Full Value	0.81%	1.17%	1.66%	2.75%	1.48%	7.88%
Overall Debt Burden (Overall Net Debt as % Full Value)	2.16%	2.74%	3.25%	4.42%	3.75%	9.11%
Total Full Value (000)	$6,972,374	$2,379,844	$707,516	$793,995	$2,048,785	$1,423,516
Population 2010 Census	37,080	21,253	8,545	11,600	17,353	31,925
Full Value Per Capita	$170,754	$97,140	$63,447	$55,143	$50,652	$42,799
Ten Largest Taxpayers as % of AV	7.30%	8.05%	11.19%	10.33%	16.14%	N/A
MFI as a % of US (2012 ACS)	181.67%	126.99%	94.64%	79.84%	80.12%	80.10%

EXHIBIT 9

Medians by Rating - US Cities (Population > 500,000)

	US Local Government Medians				
Selected Indicators	**Aaa**	**Aa**	**A**	**Baa**	**Ba**
Total General Fund Revenues (000)	$776,660	$875,779	N/A	N/A	N/A
General Fund Balance as % of Revenues	23.83%	14.97%	N/A	N/A	N/A
Available General Fund Balance as % of Revenues	18.90%	13.37%	N/A	N/A	N/A
Direct Net Debt as % of Full Value	1.52%	2.16%	N/A	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	3.64%	4.14%	N/A	N/A	N/A
Total Full Value (000)	$78,296,618	$79,159,316	N/A	N/A	N/A
Population 2010 Census	731,424	741,206	N/A	N/A	N/A
Full Value Per Capita	$106,436	$78,272	N/A	N/A	N/A
Ten Largest Taxpayers as % of AV	6.96%	5.13%	N/A	N/A	N/A
MFI as a % of US (2012 ACS)	97.32%	88.43%	N/A	N/A	N/A

EXHIBIT 10

Medians by Rating - US Cities (100,000 < Population < 500,000)

	US Local Government Medians				
Selected Indicators	**Aaa**	**Aa**	**A**	**Baa**	**Ba**
Total General Fund Revenues (000)	$192,976	$136,780	$248,744	$456,184	N/A
General Fund Balance as % of Revenues	28.92%	26.76%	14.00%	0.32%	N/A
Available General Fund Balance as % of Revenues	31.46%	24.47%	7.70%	0.32%	N/A
Direct Net Debt as % of Full Value	1.28%	1.36%	3.17%	3.76%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.58%	3.50%	4.71%	4.42%	N/A
Total Full Value (000)	$23,537,362	$12,656,574	$11,436,290	$8,944,754	N/A
Population 2010 Census	203,264	156,185	167,086	162,121	N/A
Full Value Per Capita	$108,898	$73,920	$56,881	$61,281	N/A
Ten Largest Taxpayers as % of AV	8.74%	6.33%	9.64%	N/A	N/A
MFI as a % of US (2012 ACS)	121.25%	92.06%	76.11%	71.83%	N/A

EXHIBIT 11

Medians by Rating - US Cities (50,000 < Population < 100,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$60,147	$59,379	$79,988	$94,673	N/A
General Fund Balance as % of Revenues	43.80%	31.87%	11.63%	8.92%	N/A
Available General Fund Balance as % of Revenues	39.05%	29.06%	10.64%	7.77%	N/A
Direct Net Debt as % of Full Value	0.57%	1.22%	1.26%	2.45%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.14%	3.22%	3.02%	2.98%	N/A
Total Full Value (000)	$10,200,608	$5,844,619	$3,993,416	$4,191,648	N/A
Population 2010 Census	63,737	67,249	64,184	65,003	N/A
Full Value Per Capita	$149,789	$78,533	$61,295	$63,146	N/A
Ten Largest Taxpayers as % of AV	7.30%	7.76%	6.78%	9.99%	N/A
MFI as a % of US (2012 ACS)	166.10%	107.85%	81.77%	77.51%	N/A

EXHIBIT 12

Medians by Rating - US Cities (Population < 50,000)

	US Local Government Medians					
Selected Indicators	Aaa	Aa	A	Baa	Ba	B
Total General Fund Revenues (000)	$34,001	$20,299	$7,347	$6,650	N/A	$20,635
General Fund Balance as % of Revenues	33.36%	32.04%	32.08%	14.32%	N/A	3.52%
Available General Fund Balance as % of Revenues	27.78%	28.59%	28.10%	11.51%	N/A	3.35%
Direct Net Debt as % of Full Value	0.75%	1.07%	1.63%	2.45%	N/A	5.87%
Overall Debt Burden (Overall Net Debt as % Full Value)	1.89%	2.37%	3.11%	4.67%	N/A	9.08%
Total Full Value (000)	$5,339,263	$1,848,747	$639,279	$461,306	$795,297	$1,306,546
Population 2010 Census	22,284	16,780	8,070	9,464	3,620	19,376
Full Value Per Capita	$219,670	$105,302	$63,952	$52,616	$49,714	$48,055
Ten Largest Taxpayers as % of AV	7.24%	8.96%	12.25%	14.72%	N/A	N/A
MFI as a % of US (2012 ACS)	214.75%	134.78%	96.40%	79.91%	84.96%	86.95%

2013 Publicly Rated US Local Government Medians – Counties

EXHIBIT 13

US Local Government Medians - US Counties (All)

Selected Indicators	US Local Government Medians
Median Moody's GO/Issuer Rating	Aa2
Total General Fund Revenues (000)	$34,099
General Fund Balance as % of Revenues	19.79%
Available General Fund Balance as % of Revenues	15.82%
Direct Net Debt as % of Full Value	0.63%
Overall Debt Burden (Overall Net Debt as % Full Value)	1.76%
Total Full Value (000)	$7,543,244
Population 2010 Census	83,029
Full Value Per Capita	$77,228
Ten Largest Taxpayers as % of AV	6.45%
MFI as a % of US (2012 ACS)	94.20%

EXHIBIT 14

Medians by Rating - US Counties (All)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$379,912	$60,630	$12,024	$7,691	N/A
General Fund Balance as % of Revenues	31.00%	34.33%	34.87%	0.68%	N/A
Available General Fund Balance as % of Revenues	27.94%	32.67%	38.90%	0.48%	N/A
Direct Net Debt as % of Full Value	0.66%	0.66%	0.85%	0.78%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.15%	2.05%	1.70%	3.46%	N/A
Total Full Value (000)	$61,583,694	$9,186,007	$2,157,177	$2,556,943	N/A
Population 2010 Census	508,640	106,567	34,827	49,542	N/A
Full Value Per Capita	$107,185	$79,159	$60,864	$58,920	N/A
Ten Largest Taxpayers as % of AV	4.07%	6.60%	9.79%	10.05%	N/A
MFI as a % of US (2012 ACS)	125.93%	96.28%	80.08%	81.57%	N/A

EXHIBIT 15

Medians by Rating - US Counties (Population > 1 Million)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$791,879	$2,233,966	$1,817,189	N/A	N/A
General Fund Balance as % of Revenues	27.96%	19.05%	14.99%	N/A	N/A
Available General Fund Balance as % of Revenues	24.78%	16.98%	11.75%	N/A	N/A
Direct Net Debt as % of Full Value	0.46%	0.38%	0.52%	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	3.27%	2.89%	2.71%	N/A	N/A
Total Full Value (000)	$141,687,866	$286,823,287	$185,763,666	N/A	N/A
Population 2010 Census	1,320,134	2,223,852	1,416,441	N/A	N/A
Full Value Per Capita	$75,405	$117,260	$115,74	N/A	N/A
Ten Largest Taxpayers as % of AV	3.90%	3.18%	4.77%	N/A	N/A
MFI as a % of US (2012 ACS)	100.40%	105.75%	106.79%	N/A	N/A

EXHIBIT 16

Medians by Rating - US Counties (250,000 < Population < 1 Million)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$257,990	$172,845	$191,241	N/A	N/A
General Fund Balance as % of Revenues	52.03%	26.98%	29.46%	N/A	N/A
Available General Fund Balance as % of Revenues	42.52%	30.35%	27.95%	N/A	N/A
Direct Net Debt as % of Full Value	0.70%	0.40%	1.29%	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.21%	2.81%	3.96%	N/A	N/A
Total Full Value (000)	$56,230,645	$34,992,169	$22,654,713	N/A	N/A
Population 2010 Census	534,543	375,992	413,344	N/A	N/A
Full Value Per Capita	$109,283	$78,255	$72,998	N/A	N/A
Ten Largest Taxpayers as % of AV	4.05%	5.22%	6.01%	N/A	N/A
MFI as a % of US (2012 ACS)	125.93%	104.06%	94.19%	N/A	N/A

EXHIBIT 17

Medians by Rating - US Counties (100,000 < Population < 250,000)

	US Local Government Medians				
Selected Indicators	**Aaa**	**Aa**	**A**	**Baa**	**Ba**
Total General Fund Revenues (000)	$176,810	$66,922	$160,600	N/A	N/A
General Fund Balance as % of Revenues	44.89%	40.16%	20.48%	N/A	N/A
Available General Fund Balance as % of Revenues	37.21%	38.18%	11.80%	N/A	N/A
Direct Net Debt as % of Full Value	1.58%	0.61%	0.82%	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.82%	1.81%	2.85%	N/A	N/A
Total Full Value (000)	$25,920,680	$11,671,681	$8,019,151	N/A	N/A
Population 2010 Census	189,134	154,543	134,168	N/A	N/A
Full Value Per Capita	$142,773	$72,838	$47,286	N/A	N/A
Ten Largest Taxpayers as % of AV	3.73%	6.94%	9.46%	N/A	N/A
MFI as a % of US (2012 ACS)	128.88%	99.65%	84.03%	N/A	N/A

EXHIBIT 18

Medians by Rating - US Counties (Population < 100,000)

	US Local Government Median				
Selected Indicators	**Aaa**	**Aa**	**A**	**Baa**	**Ba**
Total General Fund Revenues (000)	N/A	$31,912	$11,032	$4,785	N/A
General Fund Balance as % of Revenues	N/A	35.88%	34.12%	1.09%	N/A
Available General Fund Balance as % of Revenues	N/A	36.23%	37.61%	0.76%	N/A
Direct Net Debt as % of Full Value	N/A	0.71%	0.74%	0.81%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	N/A	1.61%	2.00%	N/A	N/A
Total Full Value (000)	N/A	$4,288,571	$1,938,328	$1,121,898	N/A
Population 2010 Census	98,970	52,610	29,598	19,286	N/A
Full Value Per Capita	N/A	$82,347	$60,028	$58,920	N/A
Ten Largest Taxpayers as % of AV	N/A	8.05%	11.26%	N/A	N/A
MFI as a % of US (2012 ACS)	140.51%	92.96%	77.69%	65.72%	N/A

2013 Publicly Rated US Local Government Medians –School Districts

EXHIBIT 19

US Local Government Medians - School Districts (All)

Selected Indicators	US Local Government Medians
Median Moody's GO/Issuer Rating	Aa3
Total General Fund Revenues (000)	$34,099
General Fund Balance as % of Revenues	19.79%
Available General Fund Balance as % of Revenues	15.82%
Direct Net Debt as % of Full Value	1.46%
Overall Debt Burden (Overall Net Debt as % Full Value)	3.18%
Total Full Value (000)	$2,005,474
Population 2010 Census	20,870
Full Value Per Capita	$79,083
Ten Largest Taxpayers as % of AV	8.72%
MFI as a % of US (2012 ACS)	103.07%

EXHIBIT 20

Medians by Rating - US School Districts (All)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$89,042	$54,156	$19,266	$17,200	$28,570
General Fund Balance as % of Revenues	27.21%	20.70%	18.93%	6.67%	-6.33%
Available General Fund Balance as % of Revenues	25.69%	16.80%	15.22%	5.40%	-6.46%
Direct Net Debt as % of Full Value	0.71%	1.28%	1.75%	3.20%	2.94%
Overall Debt Burden (Overall Net Debt as % Full Value)	2.47%	2.94%	3.41%	4.60%	7.13%
Total Full Value (000)	$8,456,024	$3,771,212	$873,224	$516,564	$364,893
Population 2010 Census	40,086	32,804	11,985	10,291	18,490
Full Value Per Capita	$160,036	$90,475	$64,603	$62,550	$48,753
Ten Largest Taxpayers as % of AV	5.57%	7.41%	11.46%	14.31%	20.20%
MFI as a % of US (2012 ACS)	182.48%	119.93%	90.67%	83.15%	76.30%

EXHIBIT 21

Medians by Rating - US School Districts (Population > 200,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$353,118	$326,000	$426,985	N/A	N/A
General Fund Balance as % of Revenues	34.38%	16.92%	5.83%	N/A	N/A
Available General Fund Balance as % of Revenues	32.70%	15.95%	5.59%	N/A	N/A
Direct Net Debt as % of Full Value	1.83%	1.24%	1.56%	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	4.04%	3.24%	3.48%	N/A	N/A
Total Full Value (000)	$22,086,941	$26,286,351	$25,401,244	N/A	N/A
Population 2010 Census	276,437	284,811	399,046	N/A	N/A
Full Value Per Capita	$84,390	$78,042	$73,121	N/A	N/A
Ten Largest Taxpayers as % of AV	4.80%	5.57%	8.19%	N/A	N/A
MFI as a % of US (2012 ACS)	111.43%	99.07%	81.34%	N/A	N/A

EXHIBIT 21

Medians by Rating - US School Districts (100,000 < Population < 200,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$193,602	$171,689	$151,298	$161,655	N/A
General Fund Balance as % of Revenues	14.38%	18.87%	12.85%	3.77%	N/A
Available General Fund Balance as % of Revenues	11.38%	17.11%	9.50%	3.37%	N/A
Direct Net Debt as % of Full Value	1.21%	1.26%	1.36%	2.96%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.43%	3.16%	4.53%	5.64%	N/A
Total Full Value (000)	$20,647,520	$11,181,100	$9,606,252	$8,918,257	N/A
Population 2010 Census	124,003	130,938	127,931	113,031	N/A
Full Value Per Capita	$128,704	$80,117	$65,153	$77,316	N/A
Ten Largest Taxpayers as % of AV	9.35%	6.74%	8.37%	21.36%	N/A
MFI as a % of US (2012 ACS)	166.92%	107.57%	87.95%	79.93%	N/A

EXHIBIT 22

Medians by Rating - US School Districts (50,000 < Population < 100,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$111,657	$94,019	$85,936	$133,960	N/A
General Fund Balance as % of Revenues	39.18%	19.34%	12.39%	2.36%	N/A
Available General Fund Balance as % of Revenues	34.08%	16.40%	10.16%	1.37%	N/A
Direct Net Debt as % of Full Value	0.29%	1.45%	1.66%	4.02%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	3.39%	3.19%	4.38%	5.36%	N/A
Total Full Value (000)	$9,834,701	$5,743,704	$3,630,547	$4,089,633	N/A
Population 2010 Census	63,753	68,799	65,337	64,586	N/A
Full Value Per Capita	$166,784	$82,159	$57,486	$57,118	N/A
Ten Largest Taxpayers as % of AV	5.65%	8.45%	9.34%	7.31%	N/A
MFI as a % of US (2012 ACS)	190.97%	115.13%	80.62%	93.26%	N/A

EXHIBIT 23

Medians by Rating - US School Districts (10,000 < Population < 50,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$75,377	$41,247	$27,101	$31,088	$31,526
General Fund Balance as % of Revenues	25.69%	21.10%	16.81%	2.29%	-11.22%
Available General Fund Balance as % of Revenues	25.10%	16.78%	13.72%	0.92%	-12.10%
Direct Net Debt as % of Full Value	0.62%	1.38%	2.08%	3.11%	7.89%
Overall Debt Burden (Overall Net Debt as % Full Value)	2.02%	2.96%	3.64%	4.63%	10.00%
Total Full Value (000)	$5,737,416	$2,358,692	$1,204,999	$915,374	$1,128,680
Population 2010 Census	25,470	24,109	18,312	17,888	21,347
Full Value Per Capita	$187,587	$94,517	$59,255	$56,067	$39,728
Ten Largest Taxpayers as % of AV	5.74%	8.22%	11.18%	9.83%	10.58%
MFI as a % of US (2012 ACS)	213.05%	125.05%	90.34%	97.40%	74.96%

EXHIBIT 24

Medians by Rating - US School Districts (Population < 10,000)

	US Local Government Medians				
Selected Indicators	**Aaa**	**Aa**	**A**	**Baa**	**Ba**
Total General Fund Revenues (000)	$34,457	$19,997	$10,334	$6,522	$8,326
General Fund Balance as % of Revenues	70.36%	25.13%	24.67%	13.68%	-6.33%
Available General Fund Balance as % of Revenues	54.13%	19.49%	18.81%	12.02%	-6.46%
Direct Net Debt as % of Full Value	0.44%	0.75%	1.52%	3.06%	1.32%
Overall Debt Burden (Overall Net Debt as % Full Value)	3.37%	2.49%	2.74%	4.36%	3.01%
Total Full Value (000)	$1,961,437	$1,783,691	$456,944	$267,211	$131,014
Population 2010 Census	6,347	7,241	5,988	4,303	5,932
Full Value Per Capita	$306,630	$121,254	$74,781	$62,914	$61,828
Ten Largest Taxpayers as % of AV	N/A	6.52%	14.18%	22.92%	30.56%
MFI as a % of US (2012 ACS)	N/A	136.54%	91.77%	77.03%	80.87%

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MEDIAN REPORT

2012 US Local Government Medians

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Summary

This report presents the medians for general obligation bond ratings and issuer ratings for US local governments based on 2012 financial data. It presents the medians for key financial, debt, economic and tax base statistics related to US cities, counties and school districts. We calculate medians from data collected during our analysis of general obligation tax-backed municipal obligations across the 50 states. The observations reflect ratings for a population of 2,879 cities, 865 counties, and 3,360 school districts. This does not encompass all Moody's-rated entities, but it includes all issuers with current and Generally Accepted Accounting Principles (GAAP)-based information. The data supporting this year's medians are derived from fiscal 2012 financial reports and the most recently available socioeconomic and tax base statistics.

Median values for the key statistics are presented for the entire population of each government type - cities, counties and school districts.[1] Median values are also presented for each government type by rating level, and further presented by rating level and population size. If the key statistic grouping does not include at least three issuers that fall within the data set, the median for that grouping is not reported. The report concludes with selected medians derived from government wide GASB 34 (Governmental Activities) data, both on an aggregate basis for each government type and by rating level. A Glossary of Terms and Ratios is available on page 17 of this report.

Key Medians Facts and Trends

» Consistent with historical patterns, cities and counties exhibit larger tax bases, stronger reserves and lower direct debt levels than similarly-rated school districts.

» The median city is rated Aa3, with a 32.0% General Fund Balance, $1.9 billion Total Full Value, 1.1% Direct Net Debt, and a population of 17,569.

» The median county is rated Aa2, with a 32.6% General Fund Balance, $7.9 billion Total Full Value, 0.5% Direct Net Debt, and a population of 78,265.

» The median school district is rated Aa3 with a 19.5% General Fund Balance, $1.9 billion Total Full Value, 1.6% Direct Net Debt, and population of 21,160.

» Relative to prior years, this report contains median values for a larger number of speculative grade-rated governments. Ongoing fiscal and economic stress has resulted in downgrades across all sectors, notably cites and school districts.

[1] The entirety of the report reflects only local government ratings that have been publicly released.

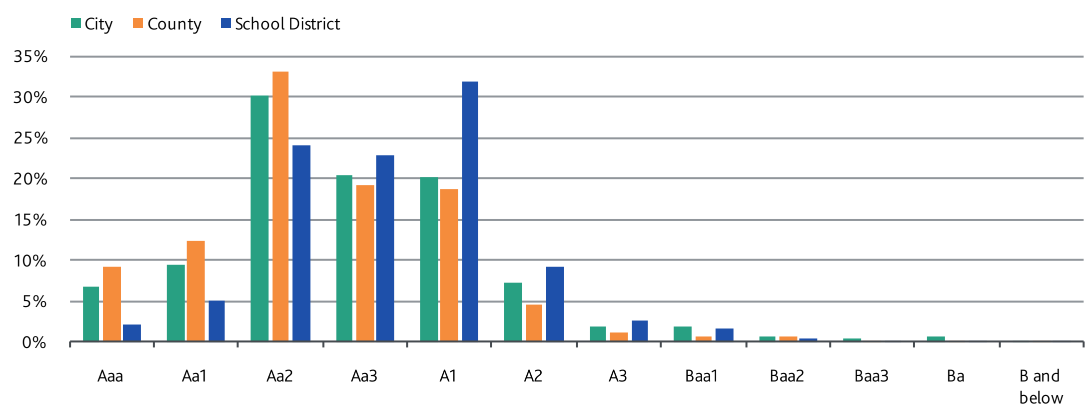
» Over half of cities and school districts currently rated speculative grade were rated investment grade in 2011. The counties currently rated speculative grade were also rated below investment grade in 2011.

» Median values for speculative grade issuers do not follow any discernable patterns relative to their investment grade peers, largely due to small sample size, but also attributable to the outsize economic stress typical of below investment grade issuers. A Ratings History for Cities, Counties, and School Districts Currently Rated Speculative Grade can be found of page 16 of this report.

Reported medians should be considered as general indicators of credit quality. Performance relative to the medians is not an absolute indicator of credit quality, and a bond rating cannot be inferred based on performance relative to a single or even a few specific medians. Additionally, the medians are based on audited financial information and are by definition backward looking. Each municipal credit is unique, and we consider the full range of medians within the context of four weighted rating factors. The factors are broad and are each weighted separately. A robust discussion of our weighted average approach can be found in our rating methodology titled General Obligation Bonds Issued by US Local Governments, published in April 2013. Only after the comprehensive review of the individual credit as outlined by the methodology does Moody's determine a rating.

2012 US Local Government Ratings Distributions by Key Statistics

FIGURE 1
2012 Local Government Ratings - Distribution by Category



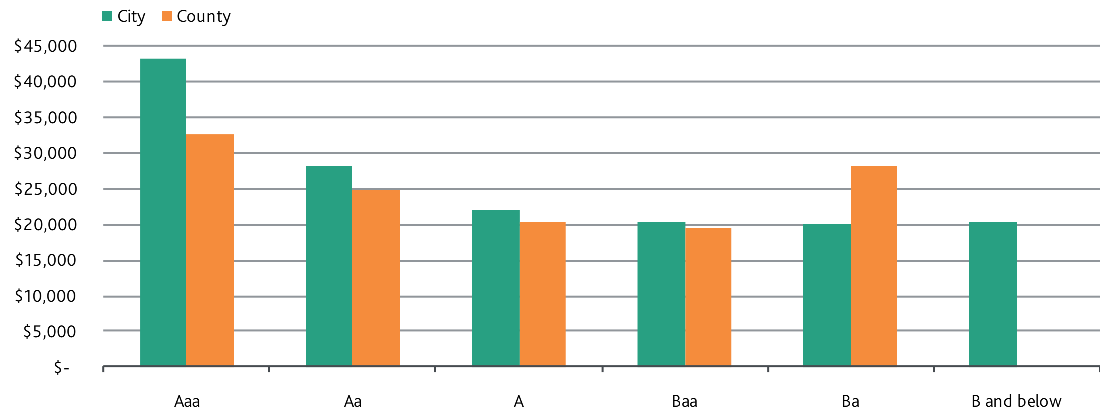
Source: Moody's Investors Service

FIGURE 2
2012 Local Government Ratings - Issuer Count by Category

	Aaa	Aa1	Aa2	Aa3	A1	A2	A3	Baa1	Baa2	Baa3	Ba	B and below
City	170	235	760	514	506	185	50	46	18	8	14	6
County	76	102	275	160	155	38	9	6	5	2	1	1
School District	70	162	786	744	1,041	299	83	51	14	7	10	2

Source: Moody's Investors Service

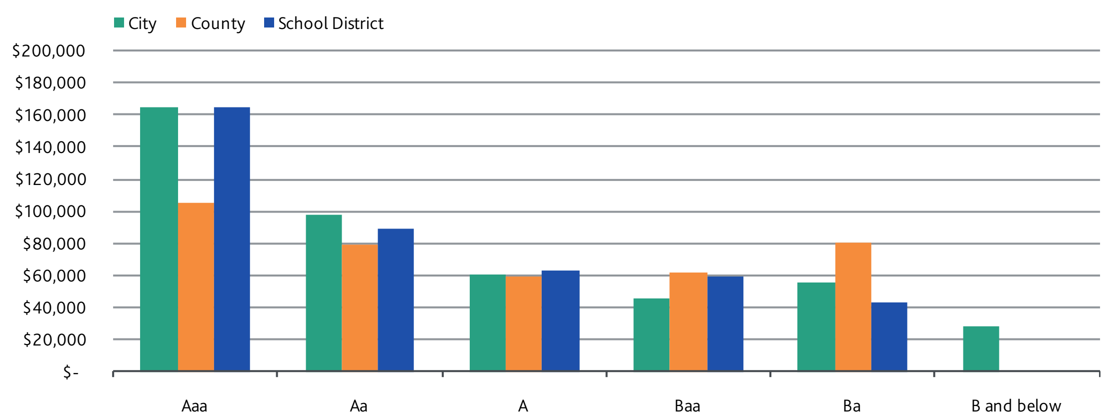
FIGURE 3
Per Capita Income (2010)



Source: US Census American Community Survey

Figure 3 presents the most recent reliable data available for per capita income (PCI) in the US Census' American Community Survey (ACS). A five-year rolling survey, the ACS differs from previously-used decennial census information in that it produces estimates based on sampling and statistical modeling, rather than more robust population-level data. We are not reporting 2010 PCI data for school districts, as the reliability of ACS estimates can vary significantly for these smaller geographic areas.

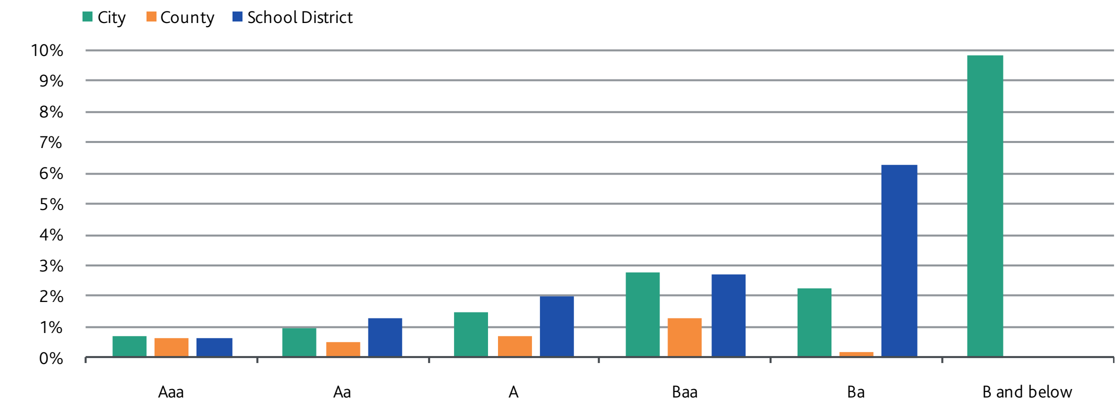
FIGURE 4
2012 Full Value Per Capita



Source: Moody's Investors Service

Figure 4: Full value per capita reflects the assessed full market value of all taxable property within a local government, divided by the most recent population.

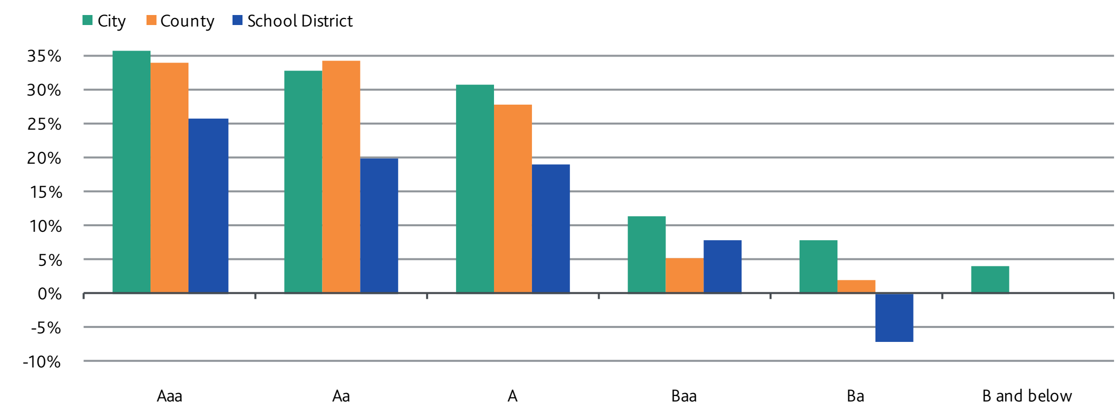
FIGURE 5
2012 Direct Net Debt as % of Full Value



Source: Moody's Investors Service

Figure 5: Direct net debt as a percentage of full value reflects the direct debt of the local government less sinking fund accumulations, short term operating debt, and self-supporting debt of enterprise systems, divided by the estimated full market value of all taxable property within the local government.

FIGURE 6
2012 General Fund Balance as % of Revenues



Source: Moody's Investors Service

Figure 6: Total general fund balance as reported in the local government's financial statements divided by total general fund revenues.

2012 Publicly Rated US Local Government Medians – Cities

FIGURE 7

US Local Government Medians - US Cities (All)

Selected Indicators	US Local Government Medians
Median Moody's GO/Issuer Rating	Aa3
Total General Fund Revenues (000)	$18,605
General Fund Balance as % of Revenues	32.02%
Unassigned General Fund Balance as % of Revenues	21.63%
Direct Net Debt as % of Full Value	1.09%
Overall Debt Burden (Overall Net Debt as % Full Value)	3.27%
Total Full Value (000)	$1,914,218
Population 2010 Census	17,569
Full Value Per Capita	$86,433
Ten Largest Taxpayers as % of AV	8.78%
Per Capita Income (2010 ACS)	$25,886

FIGURE 8

Medians by Rating - US Cities (All)

	US Local Government Medians					
Selected Indicators	Aaa	Aa	A	Baa	Ba	B
Total General Fund Revenues (000)	$56,533	$23,803	$6,960	$6,375	$31,620	$18,553
General Fund Balance as % of Revenues	35.79%	32.65%	30.83%	11.37%	7.81%	5.46%
Unassigned General Fund Balance as % of Revenues	21.71%	22.26%	21.30%	5.21%	8.06%	3.66%
Direct Net Debt as % of Full Value	0.72%	0.98%	1.47%	2.74%	2.26%	9.83%
Overall Debt Burden (Overall Net Debt as % Full Value)	2.27%	3.02%	4.43%	5.19%	5.09%	11.02%
Total Full Value (000)	$7,257,544	$2,408,092	$630,625	$451,611	$1,302,198	$477,464
Population 2010 Census	44,692	21,723	8,378	8,216	23,938	19,376
Full Value Per Capita ($)	$164,815	$97,560	$60,619	$45,892	$56,095	$40,893
Ten Largest Taxpayers as % of AV	7.48%	8.18%	11.86%	13.68%	12.68%	17.27%
Per Capita Income (2010 ACS)	$43,303	$28,152	$21,986	$20,228	$20,103	$20,232

FIGURE 9
Medians by Rating - US Cities (Population > 500,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$712,332	$1,010,735	N/A	N/A	N/A
General Fund Balance as % of Revenues	23.61%	14.95%	N/A	N/A	N/A
Unassigned General Fund Balance as % of Revenues	15.87%	7.74%	N/A	N/A	N/A
Direct Net Debt as % of Full Value	1.25%	2.30%	N/A	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.90%	4.34%	N/A	N/A	N/A
Total Full Value (000)	$81,163,435	$82,854,945	N/A	N/A	N/A
Population 2010 Census	731,424	805,235	N/A	N/A	N/A
Full Value Per Capita	$116,970	$67,908	N/A	N/A	N/A
Ten Largest Taxpayers as % of AV	6.61%	5.15%	N/A	N/A	N/A
Per Capita Income (2010 ACS)	$30,042	$25,577	N/A	N/A	N/A

FIGURE 10
Medians by Rating - US Cities (100,000 < Population < 500,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$176,280	$123,055	$231,534	N/A	$174,471
General Fund Balance as % of Revenues	26.11%	26.99%	9.44%	N/A	6.98%
Unassigned General Fund Balance as % of Revenues	17.75%	15.69%	3.07%	N/A	7.01%
Direct Net Debt as % of Full Value	0.99%	1.48%	2.14%	N/A	1.95%
Overall Debt Burden (Overall Net Debt as % Full Value)	2.53%	3.48%	3.58%	N/A	4.76%
Total Full Value (000)	$22,773,269	$13,139,103	$11,075,283	N/A	$16,221,994
Population 2010 Census	186,440	161,719	145,170	N/A	291,707
Full Value Per Capita	$105,290	$74,733	$61,181	N/A	$55,268
Ten Largest Taxpayers as % of AV	8.46%	5.89%	9.30%	N/A	6.21%
Per Capita Income (2010 ACS)	$31,653	$24,695	$19,854	N/A	$20,176

FIGURE 11

Medians by Rating - US Cities (50,000 < Population < 100,000)

	US Local Government Medians				
Selected Indicators	**Aaa**	**Aa**	**A**	**Baa**	**Ba**
Total General Fund Revenues (000)	$57,118	$56,359	$73,435	$84,492	N/A
General Fund Balance as % of Revenues	41.48%	32.00%	12.13%	4.82%	N/A
Unassigned General Fund Balance as % of Revenues	24.58%	21.14%	6.52%	-0.02%	N/A
Direct Net Debt as % of Full Value	0.69%	1.18%	1.60%	3.54%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.20%	3.19%	4.35%	13.34%	N/A
Total Full Value (000)	$9,120,660	$6,012,719	$4,306,208	$2,380,600	N/A
Population 2010 Census	64,305	67,895	60,960	66,982	N/A
Full Value Per Capita	$131,806	$79,219	$62,741	$34,812	N/A
Ten Largest Taxpayers as % of AV	7.77%	7.67%	6.70%	8.68%	N/A
Per Capita Income (2010 ACS)	$40,904	$27,375	$20,987	$18,737	N/A

FIGURE 12

Medians by Rating - US Cities (Population < 50,000)

	US Local Government Medians					
Selected Indicators	**Aaa**	**Aa**	**A**	**Baa**	**Ba**	**B**
Total General Fund Revenues (000)	$34,516	$17,700	$5,755	$4,169	$16,600	$18,553
General Fund Balance as % of Revenues	41.34%	34.60%	33.87%	15.45%	9.21%	5.46%
Unassigned General Fund Balance as % of Revenues	25.96%	24.05%	23.43%	11.39%	8.82%	3.66%
Direct Net Debt as % of Full Value	0.68%	0.90%	1.42%	2.55%	2.26%	9.83%
Overall Debt Burden (Overall Net Debt as % Full Value)	2.16%	2.86%	4.43%	5.04%	5.78%	11.02%
Total Full Value (000)	$5,467,222	$1,810,590	$556,778	$299,719	$1,088,642	$477,464
Population 2010 Census	23,348	17,255	7,839	5,791	17,353	19,376
Full Value Per Capita	$209,307	$106,781	$60,517	$46,510	$56,922	$40,893
Ten Largest Taxpayers as % of AV	7.42%	8.75%	13.14%	14.58%	13.57%	17.27%
Per Capita Income (2010 ACS)	$53,738	$28,926	$22,025	$20,398	$20,030	$20,232

2012 Publicly Rated US Local Government Medians–Counties

FIGURE 13

US Local Government Medians - Counties (All)

Selected Indicators	US Local Government Medians
Median Moody's GO/Issuer Rating	Aa2
Total General Fund Revenues (000)	$47,421
General Fund Balance as % of Revenues	32.60%
Unassigned General Fund Balance as % of Revenues	21.40%
Direct Net Debt as % of Full Value	0.53%
Overall Debt Burden (Overall Net Debt as % Full Value)	2.39%
Total Full Value (000)	$7,897,162
Population 2010 Census	78,265
Full Value Per Capita	$78,557
Ten Largest Taxpayers as % of AV	6.36%
Per Capita Income (2010 ACS)	$24,154

FIGURE 14

Medians by Rating - US Counties (All)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$274,929	$51,936	$13,400	$9,286	N/A
General Fund Balance as % of Revenues	33.97%	34.15%	27.65%	5.26%	N/A
Unassigned General Fund Balance as % of Revenues	19.27%	23.34%	18.81%	0.45%	N/A
Direct Net Debt as % of Full Value	0.63%	0.49%	0.70%	1.31%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.53%	2.21%	2.64%	3.16%	N/A
Total Full Value (000)	$59,493,208	$9,200,877	$2,085,728	$918,611	N/A
Population 2010 Census	498,626	94,082	31,808	19,286	N/A
Full Value Per Capita	$105,603	$79,775	$58,955	$61,636	N/A
Ten Largest Taxpayers as % of AV	4.39%	6.25%	11.14%	12.86%	N/A
Per Capita Income (2010 ACS)	$32,538	$24,694	$20,437	$19,403	N/A

FIGURE 15

Medians by Rating - US Counties (Population > 1 Million)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$651,548	$2,104,197	$1,963,303	N/A	N/A
General Fund Balance as % of Revenues	21.43%	18.91%	3.79%	N/A	N/A
Unassigned General Fund Balance as % of Revenues	15.74%	7.12%	-0.17%	N/A	N/A
Direct Net Debt as % of Full Value	0.63%	0.45%	1.12%	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.61%	3.10%	3.64%	N/A	N/A
Total Full Value (000)	$154,332,074	$203,552,732	$171,282,745	N/A	N/A
Population 2010 Census	1,714,773	2,035,210	1,418,788	N/A	N/A
Full Value Per Capita	$92,871	$124,705	$124,193	N/A	N/A
Ten Largest Taxpayers as % of AV	4.01%	3.14%	1.48%	N/A	N/A
Per Capita Income (2010 ACS)	$27,816	$27,422	$29,549	N/A	N/A

FIGURE 16

Medians by Rating - US Counties (250,000 < Population < 1 Million)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$299,486	$147,086	$141,756	N/A	N/A
General Fund Balance as % of Revenues	36.20%	28.14%	15.24%	N/A	N/A
Unassigned General Fund Balance as % of Revenues	17.28%	17.24%	19.55%	N/A	N/A
Direct Net Debt as % of Full Value	0.58%	0.46%	0.81%	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.53%	2.88%	4.36%	N/A	N/A
Total Full Value (000)	$58,596,836	$32,361,445	$29,240,583	N/A	N/A
Population 2010 Census	512,875	375,789	406,220	N/A	N/A
Full Value Per Capita	$108,140	$79,775	$59,171	N/A	N/A
Ten Largest Taxpayers as % of AV	4.66%	5.08%	4.99%	N/A	N/A
Per Capita Income (2010 ACS)	$32,592	$26,715	$23,443	N/A	N/A

FIGURE 17

Medians by Rating - US Counties (100,000 < Population < 250,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$77,004	$59,521	$197,244	N/A	N/A
General Fund Balance as % of Revenues	55.33%	32.58%	14.02%	N/A	N/A
Unassigned General Fund Balance as % of Revenues	34.90%	21.58%	5.73%	N/A	N/A
Direct Net Debt as % of Full Value	0.71%	0.48%	0.61%	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	2.68%	2.01%	4.24%	N/A	N/A
Total Full Value (000)	$20,960,032	$11,477,755	$8,478,460	N/A	N/A
Population 2010 Census	189,134	153,990	135,756	N/A	N/A
Full Value Per Capita	$107,271	$74,872	$54,445	N/A	N/A
Ten Largest Taxpayers as % of AV	4.48%	5.98%	8.86%	N/A	N/A
Per Capita Income (2010 ACS)	$32,446	$25,353	$21,957	N/A	N/A

FIGURE 18

Medians by Rating - US Counties (Population < 100,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$189,904	$26,655	$11,244	$9,277	N/A
General Fund Balance as % of Revenues	24.03%	38.57%	30.39%	5.72%	N/A
Unassigned General Fund Balance as % of Revenues	17.53%	27.25%	21.66%	0.77%	N/A
Direct Net Debt as % of Full Value	0.82%	0.52%	0.68%	1.40%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	1.51%	1.85%	2.39%	2.49%	N/A
Total Full Value (000)	$14,517,696	$4,484,282	$1,992,096	$706,593	N/A
Population 2010 Census	98,970	51,243	27,819	17,634	N/A
Full Value Per Capita	$142,910	$83,305	$59,339	$61,636	N/A
Ten Largest Taxpayers as % of AV	5.96%	7.74%	11.84%	16.19%	N/A
Per Capita Income (2010 ACS)	$36,685	$23,648	$20,195	$18,721	N/A

2012 Publicly Rated US Local Government Medians – School Districts

FIGURE 19

US Local Government Medians - School Districts (All)

Selected Indicators	US Local Government Medians
Median Moody's GO/Issuer Rating	Aa3
Total General Fund Revenues (000)	$33,365
General Fund Balance as % of Revenues	19.53%
Unassigned General Fund Balance as % of Revenues	10.97%
Direct Net Debt as % of Full Value	1.55%
Overall Debt Burden (Overall Net Debt as % Full Value)	3.20%
Total Full Value (000)	$1,920,581
Population 2010 Census	21,160
Full Value Per Capita	$76,069
Ten Largest Taxpayers as % of AV	8.74%

FIGURE 20

Medians by Rating - US School Districts (All)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$90,090	$54,162	$18,920	$12,422	$28,660
General Fund Balance as % of Revenues	25.60%	19.95%	19.07%	7.95%	-7.04%
Unassigned General Fund Balance as % of Revenues	14.68%	10.75%	11.22%	6.06%	-7.86%
Direct Net Debt as % of Full Value	0.66%	1.32%	1.98%	2.69%	6.28%
Overall Debt Burden (Overall Net Debt as % Full Value)	2.69%	2.98%	3.67%	4.37%	8.63%
Total Full Value (000)	$8,606,284	$3,611,536	$792,848	$368,178	$635,326
Population 2010 Census	44,659	33,183	11,884	7,798	18,490
Full Value Per Capita	$164,339	$88,529	$63,409	$59,565	$43,452
Ten Largest Taxpayers as % of AV	5.34%	7.40%	11.25%	16.41%	11.51%

FIGURE 21

Medians by Rating - US School Districts (Population > 200,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$369,485	$341,517	$411,984	N/A	N/A
General Fund Balance as % of Revenues	31.09%	17.97%	4.69%	N/A	N/A
Unassigned General Fund Balance as % of Revenues	17.78%	9.98%	1.53%	N/A	N/A
Direct Net Debt as % of Full Value	1.87%	1.23%	1.60%	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	3.07%	3.05%	3.74%	N/A	N/A
Total Full Value (000)	$21,881,270	$26,699,099	$16,276,955	N/A	N/A
Population 2010 Census	268,615	284,811	361,200	N/A	N/A
Full Value Per Capita	$84,864	$79,581	$49,058	N/A	N/A
Ten Largest Taxpayers as % of AV	4.54%	5.58%	5.85%	N/A	N/A

FIGURE 22

Medians by Rating - US School Districts (100,000 < Population < 200,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$180,380	$172,996	$153,645	N/A	N/A
General Fund Balance as % of Revenues	12.09%	18.87%	12.51%	N/A	N/A
Unassigned General Fund Balance as % of Revenues	6.17%	11.53%	6.72%	N/A	N/A
Direct Net Debt as % of Full Value	1.37%	1.23%	1.38%	N/A	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	3.17%	3.11%	4.29%	N/A	N/A
Total Full Value (000)	$33,678,922	$10,872,682	$9,185,720	N/A	N/A
Population 2010 Census	119,012	131,557	132,050	N/A	N/A
Full Value Per Capita	$187,984	$79,428	$65,772	N/A	N/A
Ten Largest Taxpayers as % of AV	7.99%	6.71%	6.94%	N/A	N/A

FIGURE 23

Medians by Rating - US School Districts (50,000 < Population < 100,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$108,836	$90,251	$86,819	$126,111	N/A
General Fund Balance as % of Revenues	29.54%	18.88%	16.50%	2.47%	N/A
Unassigned General Fund Balance as % of Revenues	20.07%	11.77%	9.32%	-1.43%	N/A
Direct Net Debt as % of Full Value	0.61%	1.39%	1.48%	4.39%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	3.04%	3.09%	3.36%	4.57%	N/A
Total Full Value (000)	$9,165,118	$5,762,500	$3,630,926	$4,428,201	N/A
Population 2010 Census	65,398	68,021	65,070	64,586	N/A
Full Value Per Capita	$154,658	$81,684	$56,460	$55,022	N/A
Ten Largest Taxpayers as % of AV	5.34%	7.84%	9.67%	5.81%	N/A

FIGURE 24

Medians by Rating - US School Districts (10,000 < Population < 50,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	$69,256	$40,262	$26,486	$34,446	$32,400
General Fund Balance as % of Revenues	24.36%	20.44%	16.90%	4.59%	-15.25%
Unassigned General Fund Balance as % of Revenues	14.10%	10.49%	9.43%	2.63%	-15.77%
Direct Net Debt as % of Full Value	0.60%	1.41%	2.27%	3.10%	7.84%
Overall Debt Burden (Overall Net Debt as % Full Value)	1.95%	2.98%	3.92%	5.17%	8.37%
Total Full Value (000)	$5,817,433	$2,330,328	$1,114,720	$1,059,243	$880,430
Population 2010 Census	25,795	24,109	18,312	19,080	21,347
Full Value Per Capita	$201,976	$91,976	$58,308	$64,722	$41,507
Ten Largest Taxpayers as % of AV	5.67%	8.08%	11.34%	9.50%	11.51%

FIGURE 25

Medians by Rating - US School Districts (Population < 10,000)

	US Local Government Medians				
Selected Indicators	Aaa	Aa	A	Baa	Ba
Total General Fund Revenues (000)	N/A	$14,724	$10,029	$5,605	N/A
General Fund Balance as % of Revenues	N/A	25.60%	24.58%	20.76%	N/A
Unassigned General Fund Balance as % of Revenues	N/A	10.05%	14.43%	13.76%	N/A
Direct Net Debt as % of Full Value	N/A	0.94%	1.89%	1.80%	N/A
Overall Debt Burden (Overall Net Debt as % Full Value)	N/A	2.37%	3.30%	3.99%	N/A
Total Full Value (000)	N/A	$1,055,616	$426,220	$180,681	N/A
Population 2010 Census	N/A	7,418	6,179	3,663	N/A
Full Value Per Capita	N/A	$137,109	$68,956	$56,154	N/A
Ten Largest Taxpayers as % of AV	N/A	6.31%	12.13%	24.45%	N/A

GASB 34 (Governmental Activities) Data for Cities, Counties, and School Districts

FIGURE 26

GASB 34 Medians by Rating - US Cities (All)

	US Local Government Medians						
Selected Indicators	All	Aaa	Aa	A	Baa	Ba	B
Quick Ratio	4.51	4.39	4.78	4.06	1.95	2.24	1.02
Total Current Ratio	6.01	5.27	6.18	6.06	3.60	3.98	2.87
Net Cash as % of Operating Revenues	57.95%	76.07%	60.63%	50.08%	24.06%	34.03%	10.36%
Net Current Assets as a % of Operating Revenues	62.57%	73.68%	64.61%	55.79%	32.26%	43.28%	35.90%
Net Assets, Excluding Capital Assets, as a % of Operating Revenues	43.24%	56.42%	44.14%	40.95%	21.92%	2.82%	-115.05%

FIGURE 27

GASB 34 Medians by Rating - US Counties (All)

	US Local Government Medians					
Selected Indicators	All	Aaa	Aa	A	Baa	Ba
Quick Ratio	3.29	3.00	3.58	2.08	1.31	0.28
Total Current Ratio	4.43	4.22	4.94	3.71	2.59	1.11
Net Cash as % of Operating Revenues	55.33%	63.49%	57.16%	48.14%	19.35%	-6.47%
Net Current Assets as % of Operating Revenues	59.17%	58.96%	60.06%	53.74%	26.21%	1.56%
Net Assets, Excluding Capital Assets, as % of Operating Revenues	35.95%	30.95%	39.75%	29.01%	1.04%	0.25%

FIGURE 28

GASB 34 Medians by Rating - US School Districts (All)

	US Local Government Medians					
Selected Indicators	All	Aaa	Aa	A	Baa	Ba
Quick Ratio	2.76	2.56	2.74	2.81	2.56	0.60
Total Current Ratio	3.74	3.54	3.64	3.96	3.19	1.14
Net Cash as % of Operating Revenues	31.68%	49.48%	32.97%	29.77%	27.33%	3.46%
Net Current Assets as % of Operating Revenues	32.40%	42.26%	33.41%	31.22%	26.32%	2.26%
Net Assets, Excluding Capital Assets, as % of Operating Revenues	21.69%	34.29%	21.21%	22.37%	14.72%	-3.59%

Rating Histories for Cities, Counties, and School Districts Currently Rated Speculative Grade

FIGURE 29

Median Rating History - US Cities Currently Rated Speculative Grade

		Median Rating		
Local Government Type	Count	Current	2012 Year-end	2011 Year-end
City	19	Ba1	Ba1	Baa1

FIGURE 30

Median Rating History - US Counties Currently Rated Speculative Grade

	Median Rating		
	Current	2012 Year-end	2011 Year-end
Jefferson County	Caa3	Caa3	Caa1
Strafford County	Ba1	Ba2	Ba2

FIGURE 31

Median Rating History - US School Districts Currently Rated Speculative Grade

		Median Rating		
Local Government Type	Count	Current	2012 Year-end	2011 Year-end
School District	12	Ba3	Ba1	Baa2

Glossary of Terms and Ratios

General Obligation / Issuer Rating

For some US local governments, the General Obligation rating assigned by Moody's is applied to General Obligation Unlimited Tax Bonds. In other instances, the rating is applied to General Obligation Limited Tax Bonds. In the absence of GOULT or GOLT debt, an Issuer (Implied General Obligation) rating is assigned by Moody's. The GOULT or GOLT rating is considered to be the senior most tax backed rating.

Total General Fund Revenues

Total revenues including transfers in and other sources for the General Fund as reported in the local government's financial statements. In some cases, General Fund Revenues may exclude certain items such as bond proceeds which have been included in revenues or other sources in the financial statements but which have been deemed by Moody's analysts to be non-recurring in nature.

General Fund Balance as % of Revenue

Total general fund balance as reported in the local government's financial statements divided by Total General Fund Revenues. New Jersey city and county ratios are excluded from this ratio as the state's statutory form of accounting results in data that are not parallel. For New Jersey city and county ratios, please refer to Municipal Finance Ratio Analysis (MFRA) on Moodys.com.

Unassigned General Fund Balance as % of Revenues

Unassigned General Fund Balance as reported in the local government's financial statements divided by Total General Fund Revenues. In some cases, Unassigned General Fund Balance amounts that are available for any purpose reported by Moody's may include certain amounts shown as reserves or designations in the financial statements that Moody's analysts have deemed would be available to meet operating contingencies. New Jersey city and county ratios are excluded from this ratio as the state's statutory form of accounting results in non-parallel data. For New Jersey city and county ratios, please refer to Municipal Finance Ratio Analysis (MFRA) on Moodys.com.

Direct Net Debt as % of Full Value

The local government's gross debt less sinking fund accumulations, short-term operating debt, and bonds and other debt deemed by Moody's analysts to be fully self-supporting from enterprise revenues. The Direct Net Debt calculation typically includes the non-self-supporting portion of the local government's general obligation bonds, sales and special tax bonds, general fund lease obligations, bond anticipation notes, and capital leases. The calculation as a percentage of full value is Direct Net Debt outstanding divided by the fiscal year or most recent Total Full Value for the local government.

Overall Debt Burden (Overall Net Debt as % of Full Value)

Overall Net Debt Outstanding divided by the fiscal year or most recent Total Full Value for the local government. Overall Net Debt Outstanding is equal to Direct Net Debt plus Overlapping Debt. Overlapping Debt is the net debt of all overlapping and underlying units of local governments that share a property tax base, apportioned in accordance with property valuation.

Total Full Value

The estimated full-market value of all taxable property within the boundaries of the local government as reported by local or state sources is considered total full value. Users of these data should be aware of significant variation in the methods and quality of property assessment from state to state and even among the municipal governments within a state. Definitions of taxable property also vary across the country, as does the dependability of equalization ratios used to convert assessed value to full value.

Population 2010 Census

Population within the boundaries of the local government as reported in the US Census.

Full Value per Capita

Total Full Value divided by the most recent population for the local government.

Ten Largest Taxpayers as % of Assessed Value

Total assessed value of the ten largest property taxpayers for the local government, divided by the total assessed value of the local government, for the most recent year for which largest taxpayer data are available. In some cases, largest taxpayer data are reported using levy figures rather than assessed value figures. In those cases this statistic is the total levy for the ten largest taxpayers as a percent of the total levy for all taxpayers of the local government.

Per Capita Income (2010 ACS)

Per Capita Income (PCI) for residents within the boundaries of the local government for 2010, as reported in the 2010 US Census American Community Survey (ACS). A five-year rolling survey, the ACS differs from previously-used decennial census information in that it produces estimates based on sampling and statistical modeling, rather than more robust population-level data. Moody's is not reporting 2010 PCI data for school districts as the reliability of ACS estimates can vary significantly for these smaller geographic areas.

Quick Ratio

Total Cash & Investments divided by Notes & Operating Loans and Other Current Liabilities.

Total Current Ratio

Total Current Assets divided by Notes & Operating Loans and Other Current Liabilities.

Net Cash as % of Operating Revenues

Cash & Investments less Notes & Operating Loans, all divided by Operating Revenues.

Net Current Assets as % of Operating Revenues

Net Current Assets divided by Operating Revenues.

» contacts continued from page 1

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HISTORIC
FRANKLIN
TENNESSEE

City of Franklin
Strategic Planning
PFM's Peer Analysis

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Introduction

- Moody's Municipal Financial Ratio Analysis (MFRA) is a comprehensive database of standardized and comparable financial data and operating credit statistics.
- PFM has a subscription to Moody's MFRA database.
- The Moody's MFRA data for Franklin is as of June 30, 2013.
- Primarily, PFM used Moody's MFRA database to create a standardized comparable analysis of Franklin to other triple-A rated cities. Unless otherwise noted, All data used in this analysis comes from Moody's MFRA database.

Aaa Rated Local Governments:
All Aaa Rated (Moody's) Cities

Acton, MA
Alexandria, VA
Alpharetta, GA
Alpine Borough, NJ
Anderson Township, OH
Apple Valley, MN
Austin, TX
Avon Town, CT
Beachwood, OH
Bedford Town, NH
Bedford Town, NY
Bedminster Township, NJ
Bellevue, WA
Belmont, MA
Bernards Township, NJ
Bernardsville Borough, NJ
Beverly Hills, CA
Birmingham, MI
Bloomfield Township, MI
Bloomington, MN
Boca Raton, FL
Boston, MA
Boulder, CO
Bowie, MD
Brecksville, OH
Brentwood, TN
Bronxville Village, NY
Brookfield, WI
Brookline, MA
Buffalo Grove, IL
Burnsville, MN
Cambridge, MA
Cary, NC
Champaign, IL
Chandler, AZ
Chapel Hill, NC
Charleston, SC
Charlotte, NC
Charlottesville, VA
Chatham Borough, NJ
Chesterfield, MO
Collierville (Town of), TN
Columbus, OH
Concord, MA
Coppell, TX
Coronado, CA
Danville, CA
Darien Town, CT
Deerfield, IL
Denver, CO
Dover, MA
Dublin, OH
Durham, NC
Eagan, MN
Easton Town, CT
Eden Prairie, MN
Edina, MN
Fairfax, VA
Fairfield Town, CT
Farmington Town, CT
Florham Park Borough, NJ
Fort Collins, CO
Franklin Lakes Borough, NJ
Franklin, TN
Garden City Village, NY
Germantown, TN
Glastonbury Town, CT
Glenview, IL
Greenburgh Town, NY
Greensboro, NC
Greenwich Town, CT
Harding Township, NJ
Herndon, VA
Highland Park, IL
Hilton Head Island, SC
Hingham, MA
Hudson, OH
Huntersville, NC
Huntington Town, NY
Huntsville, AL
Indianapolis, IN
Iowa City, IA
Irving, TX
Jupiter, FL
Kenilworth, IL
Kings Point Village, NY
Lake Bluff, IL
Lake Forest, IL
Lake Oswego, OR
Lake Success Village, NY
Larchmont Village, NY
Leawood, KS
Lenexa, KS
Lexington, MA
Lincoln, NE
Lower Gwynedd Township, PA
Lower Merion Township, PA
Madison Town, CT
Madison, WI
Mahwah Township, NJ
Manhattan Beach, CA
Maple Grove, MN
Marco Island, FL
Mason, OH
Mendham Township, NJ
Menlo Park, CA
Minnetonka, MN
Mission Hills, KS
Montgomery, OH
Morris Township, NJ
Mountain Brook, AL
Naperville, IL
New Berlin, WI
New Canaan Town, CT
New Castle Town, NY
Newport Beach, CA
Newton, MA
North Castle Town, NY
Northbrook, IL
Norwalk City, CT
Oklahoma City, OK
Orono, MN
Overland Park, KS
Palm Beach Gardens, FL
Palo Alto, CA
Paradise Valley, AZ
Pepper Pike, OH
Pittsford Town, NY
Plano, TX
Plymouth, MN
Portland, OR
Prairie Village, KS
Princeton Township, NJ
Raleigh, NC
Richardson, TX
Ridgefield Town, CT
Rochester, MN
Rockville, MD
Roseville, MN
Roswell, GA
Rumson Borough, NJ
Rye City, NY
Salt Lake City, UT
San Antonio, TX
Sands Point Village, NY
Santa Monica, CA
Saratoga, CA
Scarsdale Village, NY
Schaumburg, IL
Scottsdale, AZ
Seattle, WA
Simsbury Town, CT
Skokie, IL
South Portland, ME
St Louis Park, MN
Strongsville, OH
Summit, NJ
Sunnyvale, CA
Tredyffrin Township, PA
Troy, MI
Upper Arlington, OH
Upper Merion Township, PA
Upper Saddle River Borough, NJ
Vernon Hills, IL
Vienna, VA
Virginia Beach, VA
Wallingford Town, CT
Washington Township, OH
Wauwatosa, WI
Wayland, MA
Wayne Township, NJ
Wellesley, MA
West Chester Township, OH
West Des Moines, IA
West Hartford Town, CT
Westerville, OH
Westlake, OH
Weston Town, CT
Weston, FL
Weston, MA
Westport Town, CT
Wheaton, IL
Whitpain Township, PA
Wilmette, IL
Wilton Town, CT
Winchester, MA
Winnetka, IL
Winston-Salem, NC
Woodbridge Town, CT
Woodbury, MN

Total 190 Cities
Source: Moody's

Peer Analysis of 10 Identified Cities

Of the 192 Aaa rated cities, PFM researched 10 cities (**inclusive** of the 2 other TN Aaa credits) to determine the most comparable to Franklin, Tennessee. The following criteria is included in our research:

- Location to Metropolitan City
- Total General Fund Revenues
- Overall Net Debt Outstanding
- Direct Net Debt Per Capita
- Average Annual Tax Increase
- Top Ten Tax Payers as % of Total
- 2012 Estimated Population
- Percent Change in Population from 2010 to 2012
- 2012 Estimated Per Capita Income
- 2012 Estimated Median Home Value
- Debt Service - % of Operating Expenditures
- Total Current Assets
- Sales Tax Rate
- Property Tax Rate

PFM surveyed 8 Cities OUTSIDE of TN to begin the peer analysis (noted in red font below):

Acton, MA
Alexandria, VA
Alpharetta, GA
Alpine Borough, NJ
Anderson Township, OH
Apple Valley, MN
Austin, TX
Avon Town, CT
Beachwood, OH
Bedford Town, NH
Bedford Town, NY
Bedminster Township, NJ
Bellevue, WA
Belmont, MA
Bernards Township, NJ
Bernardsville Borough, NJ
Beverly Hills, CA
Birmingham, MI
Bloomfield Township, MI
Bloomington, MN
Boca Raton, FL
Boston, MA
Boulder, CO
Bowie, MD
Brecksville, OH
Brentwood, TN
Bronxville Village, NY
Brookfield, WI
Brookline, MA
Buffalo Grove, IL
Burnsville, MN
Cambridge, MA
Cary, NC
Champaign, IL
Chandler, AZ
Chapel Hill, NC
Charleston, SC
Charlotte, NC
Charlottesville, VA
Chatham Borough, NJ
Chesterfield, MO
Collierville (Town of), TN
Columbus, OH
Concord, MA
Coppell, TX
Coronado, CA
Danville, CA
Darien Town, CT
Deerfield, IL
Denver, CO
Dover, MA
Dublin, OH
Durham, NC
Eagan, MN
Easton Town, CT
Eden Prairie, MN
Edina, MN
Fairfax, VA
Fairfield Town, CT
Farmington Town, CT
Florham Park Borough, NJ
Fort Collins, CO
Franklin Lakes Borough, NJ
Franklin, TN
Garden City Village, NY
Germantown, TN
Glastonbury Town, CT
Glenview, IL
Greenburgh Town, NY
Greensboro, NC
Greenwich Town, CT
Harding Township, NJ
Herndon, VA
Highland Park, IL
Hilton Head Island, SC
Hingham, MA
Hudson, OH
Huntersville, NC
Huntington Town, NY
Huntsville, AL
Indianapolis, IN
Iowa City, IA
Irving, TX
Jupiter, FL
Kenilworth, IL
Kings Point Village, NY
Lake Bluff, IL
Lake Forest, IL
Lake Oswego, OR
Lake Success Village, NY
Larchmont Village, NY
Leawood, KS
Lenexa, KS
Lexington, MA
Lincoln, NE
Lower Gwynedd Township, PA
Lower Merion Township, PA
Madison Town, CT
Madison, WI
Mahwah Township, NJ
Manhattan Beach, CA
Maple Grove, MN
Marco Island, FL
Mason, OH
Mendham Township, NJ
Menlo Park, CA
Minnetonka, MN
Mission Hills, KS
Montgomery, OH
Morris Township, NJ
Mountain Brook, AL
Naperville, IL
New Berlin, WI
New Canaan Town, CT
New Castle Town, NY
Newport Beach, CA
Newton, MA
North Castle Town, NY
Northbrook, IL
Norwalk City, CT
Oklahoma City, OK
Orono, MN
Overland Park, KS
Palm Beach Gardens, FL
Palo Alto, CA
Paradise Valley, AZ
Pepper Pike, OH
Pittsford Town, NY
Plano, TX
Plymouth, MN
Portland, OR
Prairie Village, KS
Princeton Township, NJ
Raleigh, NC
Richardson, TX
Ridgefield Town, CT
Rochester, MN
Rockville, MD
Roseville, MN
Roswell, GA
Rumson Borough, NJ
Rye City, NY
Salt Lake City, UT
San Antonio, TX
Sands Point Village, NY
Santa Monica, CA
Saratoga, CA
Scarsdale Village, NY
Schaumburg, IL
Scottsdale, AZ
Seattle, WA
Simsbury Town, CT
Skokie, IL
South Portland, ME
St Louis Park, MN
Strongsville, OH
Summit, NJ
Sunnyvale, CA
Tredyffrin Township, PA
Troy, MI
Upper Arlington, OH
Upper Merion Township, PA
Upper Saddle River Borough, NJ
Vernon Hills, IL
Vienna, VA
Virginia Beach, VA
Wallingford Town, CT
Washington Township, OH
Wauwatosa, WI
Wayland, MA
Wayne Township, NJ
Wellesley, MA
West Chester Township, OH
West Des Moines, IA
West Hartford Town, CT
Westerville, OH
Westlake, OH
Weston Town, CT
Weston, FL
Weston, MA
Westport Town, CT
Wheaton, IL
Whitpain Township, PA
Wilmette, IL
Wilton Town, CT
Winchester, MA
Winnetka, IL
Winston-Salem, NC
Woodbridge Town, CT
Woodbury, MN

Source: Moody's

Additional Comparable Cities

- Additionally, the City requested the following cities to be added to the analysis:

* Bellevue, WA

* Broomfield, CO

* Carmel, IN

** Cary, NC (included in PFM's selection)*

* Castle Rock, CO

* Dublin, OH

* Eden Prairie, MN

* Issaquah, WA

* Kirkland, WA

* Natick, MA

* Olathe, KS

* Overland Park, KS

* Pearland, TX

* Redmond, WA

* Rock Hill, SC

** Woodbury, MN (included in PFM's selection)*

PFM Selected Aaa Cities

City	Within 50 miles of Metropolitan City	Total General Fund Revenues ($ million)[3]	Overall Net Debt Outstanding ($ million)[2]	Direct Net Debt Per Capita ($)[2]	Average Annual Collected Property tax Increase/decrease (%)[3]	Top Ten Tax Payers as % of Total (%)[3]	2012 Estimated Population[1]	Percent Change in Population from 2010 to 2012 (%)	2012 Estimated Per Capita Income ($)[1]	2012 Estimated Median Home Value ($)[1]	Debt Service - % of Operating Expend. (%)[2]	Total Current Assets ($ million)[2]	Sales Tax Rate (%)[4]	Property Tax (per/$100)[3]	Notes
Franklin, TN	**Nashville**	**52,677**	**315,501**	**1,452**	**4.19**	**8.33**	**63,117**	**1.01**	**38,342**	**309,400**	**17.90**	**72,495**	**9.25**	**0.38**	**info from 2013 CAFR**
Brentwood, TN	Nashville	66,918	160,514	737	-3.74	9.96	39,012	5.27	56,559	489,700	10.00	69,314	9.25	0.44	info from 2013 CAFR
Cary, NC	Raleigh	259,500	369,300	912	4.43	4.80	145,693	7.73	42,332	302,500	9.04	106,841	6.75	0.33	info from 2013 CAFR
Chandler, AZ	Phoenix	195,520	525,779	1,172	N/A	N/A	239,538	1.45	30,388	232,900	17.20	362,628	7.80	N/A	info from 2013 CAFR
Germantown, TN	Memphis	39,426	134,547	576	1.96	4.66	38,844	-5.28	50,429	286,100	8.70	59,897	9.75	1 .485	info from 2013 CAFR
Huntersville, NC	Charlotte	34,917	125,459	793	N/A	7.44	49,344	5.50	38,556	247,200	8.80	45,647	7.25	0.28	info from 2013 CAFR
Maple Grove, MN	Minneapolis	34,782	257,969	2,448	-13.85	11.10	64,420	4.63	42,956	249,300	27.80	305,784	7.28	0.00	info from 2013 CAFR
Mason, OH	Cincinnati	33,531	127,324	1,782	-0.91	7.80	31,039	1.06	40,918	222,300	10.90	76,972	6.75	6.72	info from 2013 CAFR
Rockville, MD	District of Columbia	101,205	314,264	1,264	3.54	8.01	63,244	3.32	50,160	481,700	15.30	46,733	6.00	0.29	info from 2013 CAFR
Weston, FL	Miami	36,686	131,236	182	3.47	5.72	65,448	5.83	41,941	390,700	1.20	109,411	6.00	2 .00	info from 2013 CAFR
Woodbury, MN	Minneapolis	75,002	329,816	974	6.20	9.16	64,496	4.09	42,050	271,200	19.50	152,080	7.13	N/A	info from 2012 CAFR

1 Source: factfinder2.census.gov
2 Source: Moody's Investors Service
3 Source: Individual CAFRs
4 Source: sales-tax.com

Additional Cities Selected by The City

City	Within 50 miles of Metropolitan City	Total General Fund Revenues ($ million)[3]	Overall Net Debt Outstanding ($ million)[2]	Direct Net Debt Per Capita ($)[2]	Average Annual Collected Property tax Increase/decrease (%)[3]	Top Ten Tax Payers as % of Total (%)[3]	2012 Estimated Population[1]	Percent Change in Population from 2010 to 2012 (%)	2012 Estimated Per Capita Income ($)[1]	2012 Estimated Median Home Value ($)[1]	Debt Service - % of Operating Expend. (%)[2]	Total Current Assets ($ million)[2]	Sales Tax Rate (%)[4]	Property Tax (per/$100)[3]	Notes
Franklin, TN	**Nashville**	**52,677**	**315,501**	**1,452**	**4.19**	**8.33**	**63,117**	**1.01**	**38,342**	**309,400**	**17.90**	**72,495**	**9.25**	**0.38**	**info from 2013 CAFR**
Bellevue, WA	Seattle	171,886	892,076	1585	-1.10	7.57	124,600	1.83	55,136	541,600	0.00	182,963	9.50	1.18	info from 2013 CAFR
Broomfield, CO	Denver	26,808	664,116	3620	0.00	18.02	58,799	3.03	36,783	274,900	0.00	178,882	8.15	2.90	info from 2013 CAFR
Carmel, IN	Indianapolis	2,455	639,514	5,108	N/A	N/A	80,060	1.10	52,068	293,600	29.90	N/A	7.00	1.00	info from 2012 Audit
Castle Rock, CO	Denver	22,858	306,744	799	1.23	38.63	51,573	7.11	47,147	275,900	0.05	66,229	7.90	4.00	info from 2013 CAFR
Dublin, OH	Columbus	62,404	201,272	1,641	-0.04	7.78	43,103	3.24	49,939	330,300	10.09	654,156	7.50	2.95	info from 2012 CAFR
Eden Prairie, MN	Minneapolis	41,796	185,871	791	-0.29	11.60	62,004	-1.08	48,999	311,800	10.30	82,971	7.28	1.46	info from 2013 CAFR
Issaquah, WA	Seattle	34,774	32,135	1,035	N/A	N/A	30,690	0.84	47,949	444,900	10.00	35,910	9.50	N/A	info from 2012 CAFR

1 Source: factfinder2.census.gov
2 Source: Moody's Investors Service
3 Source: Individual CAFRs
4 Source: sales-tax.com

Additional Cities Selected by The City

City	Within 50 miles of Metropolitan City	Total General Fund Revenues ($ million)[3]	Overall Net Debt Outstanding ($ million)[2]	Direct Net Debt Per Capita ($)[2]	Average Annual Collected Property tax Increase/decrease (%)[3]	Top Ten Tax Payers as % of Total (%)[3]	2012 Estimated Population[1]	Percent Change in Population from 2010 to 2012 (%)	2012 Estimated Per Capita Income ($)[1]	2012 Estimated Median Home Value ($)[1]	Debt Service - % of Operating Expend. (%)[2]	Total Current Assets ($ million)[2]	Sales Tax Rate (%)[4]	Property Tax (per/$100)[3]	Notes
Franklin, TN	**Nashville**	**52,677**	**315,501**	**1,452**	**4.19**	**8.33**	**63,117**	**1.01**	**38,342**	**309,400**	**17.90**	**72,495**	**9.25**	**0.38**	**info from 2013 CAFR**
Kirkland, WA	Seattle	90,098	346,215	542	2.76	4.37	81,480	67.01	51,229	464,200	5.10	118,263	9.50	1.87	info from 2013 CAFR
Natick, MA	Boston	123,880	81,181	2,460	N/A	N/A	33,071	0.20	49,792	429,200	8.40	70,487	6.25	N/A	info from 2013 Audit
Olathe, KS	Kansas City	74,549	541,247	1,826	0.00	5.39	128,563	1.90	56,550	194,600	31.70	213,819	8.88	1.00	info from 2013 CAFR
Overland Park, KS	Kansas City	132,728	578,710	840	20.51	5.90	179,236	2.48	55,296	224,300	23.70	130,349	8.50	11.87	info from 2013 CAFR
Pearland, TX	Houston	52,617	896,581	3,588	0.16	5.61	99,800	6.06	32,196	179,000	29.50	92,526	8.25	0.71	info from 2013 CAFR
Redmond, WA	Seattle	83,866	350,897	1,202	1.79	25.54	55,360	3.13	60,090	456,500	7.40	102,605	9.50	1.73	info from 2013 CAFR
Rock Hill, SC	Charlotte	54,472	153,954	948	-0.48	10.22	67,423	-2.58	21,954	134,000	8.90	27,565	7.00	9.35	info from 2013 CAFR

1 Source: factfinder2.census.gov
2 Source: Moody's Investors Service
3 Source: Individual CAFRs
4 Source: sales-tax.com

Rating Report Comments from PFM Comparable Cities

- Strong financial position with historical operating surpluses with significant reserves.
- Cities maintain formal policies requiring the maintenance of a working reserve.
- Large pay-go capital financing plan results in manageable debt position.
- Debt burden remains very manageable given the rapid amortization schedule already in place.
- Along with a reserve policy, cities' management have formal policies to guide budget practices, investment, capital spending, debt management and economic development and long-term financing planning and forecasting.
- Large/Growing/Diverse tax base with strong socio-economic indices

City of Franklin **CDBG Proposal Scoring Matrix**

Reviewer: **Kathie Moore**

Applicant	Experience 35 points	Scope of Services 40 points	References 10 points	Section 3 10 points	Costs 5 points	TOTAL 100 points
Franklin Housing Authority	35	35	10	10	5	95
Hard Bargain Association	25	30	2	10	5	72

City of Franklin **CDBG Proposal Scoring Matrix**

Reviewer: **Kathie Moore.**

City of Franklin **CDBG Proposal Scoring Matrix**

Reviewer: JONATHAN MARSTON

Applicant	**Experience 35 points**	**Scope of Services 40 points**	**References 10 points**	**Section 3 10 points**	**Costs 5 points**	**TOTAL 100 points**
Franklin Housing Authority	24	30	6	10	5	75 ✓
Hard Bargain Association	24	30	8	6	3	71

Received 10/16/14 11:15 AM KLS

City of Franklin **CDBG Proposal Scoring Matrix**

Reviewer: SUSAN BESSER

Applicant	Experience 35 points	Scope of Services 40 ~~30~~ points	References 10 points	Section 3 10 ~~15~~ points	Costs 5 ~~10~~ points	TOTAL 100 points
Franklin Housing Authority	35	40	10	10	5	100
Hard Bargain Association	25	30	10	10	3	78

City of Franklin **CDBG Proposal Scoring Matrix**

Reviewer: ______________________

pb

CONTRACT FOR PUBLIC FACILITIES AND PUBLIC IMPROVEMENT PROJECTS
COF Contract No. 2014-0214

This Contract, made and entered into this **__**day of **____________**, 2014 by and between the City of Franklin, (hereinafter "the CITY") and Franklin Housing Authority (hereinafter "the ORGANIZATION").

WITNESSETH:

WHEREAS, the CITY has identified has identified housing developments as an important issue in the community, and to achieve the goal of creating affordable housing within the City of Franklin will make available a portion of the Community Development Block Grant funds toward this objective; and

WHEREAS, the ORGANIZATION replied to a publicly advertised Request For Proposals and was selected to participate as a contractor in the City's Community Development Block Grant Program;

NOW, THEREFORE, in consideration of the mutual promises as contained herein, the parties hereto have agreed and hereby enter into this Contract according to the provisions as set forth herein.

SECTION 1 - SCOPE OF SERVICES

The ORGANIZATION will be required to successfully meet the following deadlines:

- The ORGANIZATION will completely and successfully obtain all required permits and begin physical construction as provided in the Scope of Services (attached as Exhibit A and incorporated as if stated fully herein) within 90 days of execution of a written agreement.
- Expend all CDBG funds and complete the construction project(s), within a maximum of 12 months from all execution of a written agreement.

SECTION 2 - RESPONSIBILITIES OF PARTIES

A. Perform the duties described herein and in Exhibit A and will submit regular reports (not less often than quarterly) as directed by the CITY detailing the progress of their project.

B. At the request of the CITY, the ORGANIZATION will periodically send a representative to neighborhood or other public meetings to discuss and promote their project.

C. The CITY will provide funding for the program from the Community Development Block Grant program as set forth in Section 3 of this contract.

SECTION 3 – COMPENSATION

The ORGANIZATION will receive a total of **Fifty Thousand and No/100 Dollars ($50,000.00)** for the services outlined above and contained in Exhibit A from the Community Development Block Grant program for eligible expenses.

SECTION 4 - TIME OF PERFORMANCE

A. Services shall begin in the Fiscal Program Year 2014, which runs from July 1, 2014 through June 30, 2015.

B. Services shall begin no later than ninety (90) days following execution of this Contract.

C. This Contract may be terminated upon thirty (30) days written notice by either party.

SECTION 5 - PAYMENT TERMS AND CONDITIONS

A. The CITY shall reimburse the ORGANIZATION for services rendered based on submittal of valid invoices for project costs with a description and documentation of work performed. The CITY has the option of inspecting the completed work prior to making any payments.

B. Invoices may be submitted monthly.

C. Final payment will be subject to receipt of a final report that is satisfactory to the CITY.

SECTIONS 6 - NOTICES

All notices under this Contract shall be in writing and sent by certified mail to the address listed below for each party.

Vernon J. Gerth
City of Franklin
City Hall
109 3rd Avenue South
Franklin, TN 37064

Derwin Jackson
Franklin Housing Authority
200 Spring Street
Franklin, TN 37064

SECTION 7 - STANDARD TERMS AND CONDITIONS

A. COMPLIANCE WITH FEDERAL LAWS/REGULATIONS

The ORGANIZATION shall comply with all applicable Federal and State laws and regulations in the performance of this Contract.

B. ANTIDISCRIMINATION/AFFIRMATIVE ACTION AND EQUAL EMPLOYMENT OPPORTUNITY

No person on the grounds of handicap, age, race, color, religion, sex, national origin, disability, or marital/familial status or any other classification protected by Federal and/or State of Tennessee constitutional and/or statutory law-shall be excluded from participation in, or be denied benefits or, or be otherwise subjected to discrimination in the performance of this Contract.

C. AUDIT REQUIREMENTS

i. This Contract, as well as any sub-agreement made with other participating agencies, is subject to all of the administrative requirements in OMB Circulars A-110 and A-122.

ii. The CITY hereby notifies the ORGANIZATION that a single audit is required for non-profit agencies receiving $300,000 or more in federal funds in any single fiscal year. This requirement is in accordance with OMB Circulars A-110 and A-133. If required, a copy of the single audit report will be kept on file and made available to the CITY staff during sub-recipient monitoring visits and appropriate officials as requested.

D. CONFLICT OF INTEREST

The ORGANIZATION agrees to abide by the following requirements with respect to conflicts of interest, and covenants that it presently has no interest, direct or indirect, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The ORGANIZATION further covenants that in the performance of this Contract no person having such an interest, direct or indirect, shall be employed or retained by the ORGANIZATION hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the ORGANIZATION or of any designated public agencies or sub-recipients that are receiving funds under this program.

E. PROCUREMENT STANDARDS AND METHODS

The ORGANIZATION shall comply with the CITY's current policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds herein.

The ORGANIZATION shall procure all materials, property, or services in accordance with the requirements of Attachment O of OMB Circular A-110, Procurement Standards.

F. VENUE

In the event of a dispute or litigation arising out of said Contract, it is understood and agreed and that this Contract was executed and performed in Williamson County, Tennessee, and as such, it is agreed by both parties that venue of said litigation, including an action for Declaratory Judgment, will be in Williamson County, Tennessee.

G. ASSIGNMENT

Neither the CITY nor the ORGANIZATION may assign its rights or delegate its responsibilities under this contract.

H. ENTIRE CONTRACT AND MODIFICATION

The Contract between the parties and 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 Contract may not be changed except by an amendment expressly referencing this Contract by section number and signed by an authorized representative of each party.

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, 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.

I. SEVERABILITY

If any provision of this Contract is held invalid, the remainder of the Contract shall not be affected thereby and all other parts of this Contract shall nevertheless be in full force and effect.

J. TIME OF THE ESSENCE

The parties agree that TIME IS OF THE ESSENCE with respect to the parties' performance of all provisions of the Contract.

K. 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 the ORGANIZATION with its Sales and Use Tax Exemption Certificate upon the ORGANIZATION's request. The ORGANIZATION 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.

L. 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.

M. BREACH

Upon deliberate breach of the Contract by either party, the non-breaching party shall be entitled to terminate the Contract without notice, with all of the remedies it would have in the event of termination, and may also have such other remedies as it may be entitled to in law or in equity.

Witness our hands, this ____ day of ______________, 2014.

THE CITY OF FRANKLIN	**FRANKLIN HOUSING AUTHORITY**
By: __________________________	**By: __________________________**
Dr. Ken Moore, Mayor	**Derwin Jackson**

Attest:

____
Eric S. Stuckey, City Administrator

Approved as to Form:

____
Kristen L. Corn, Staff Attorney

EXHIBIT A

The proposed Scope of Services and Costs are enclosed on the following pages and are incorporated by reference into the Contract.

STATE OF TENNESSEE
DEPARTMENT OF ENVIRONMENT AND CONSERVATION
Recreation Educational Services
10th floor - L&C Tower
401 Church Street
Nashville, Tennessee 37243

January 31, 2013

The Honorable Dr. Ken Moore, Mayor
City of Franklin
P.O. Box 305
Franklin, TN 37065

RE: **Recreational Trails Program (RTP) Grant Award**
The Franklin Blueway & Equestrian Connection

Dear Mayor Moore:

On behalf of Governor Bill Haslam, it is with great pleasure that I officially announce that the City of Franklin was selected to receive a Recreational Trails Program (RTP) grant in the amount of $120,000 based on your application score. RTP grants must have a 20% match commitment.

The grant recipients were selected through a scoring process which gave careful consideration to the projects that met the selection criteria and expressed the greatest local recreation need. Funding for these grant awards comes from the Recreation Trails Program through the Federal Highway Administration and is administered by Tennessee Department of Environment and Conservation, Recreation Educational Services Division (RES). A total of $565,000 was awarded in this grant cycle.

Please remember expenditures are not allowed prior to the start date of your grant contract.

Environmental clearance from designated state and federal agencies will be obtained by Recreation Educational Services with your cooperation. Any required TDEC permits or studies must be obtained by the grantee as part of the Environmental Review process. These permits may include a National Pollution Discharge Elimination System (NPDES), Aquatic Resource Alternation Permit (ARAP) and Storm Water Pollution Prevention Plan (SWPPP) along with any other required TDEC permits or studies. All required studies, permits and CE approval must be approved prior to beginning the contract process. Bill Avant, GIS and Land Acquisition Manager, will be contact with you regarding Environmental Review and any needed assistance.

Congratulations on receiving this grant award and we are pleased to support your commitment to enhance the quality and diversity of your recreation delivery system. If you have any questions, please contact me at 731-612-1370 or Gerald.Parish@tn.gov.

Sincerely,

Gerald F. Parish, CPRP/CPSI
Director

cc: Robert Martineau, Commissioner
Brock Hill, Deputy Commissioner
Ms. Lisa Clayton, Director Franklin Parks & Recreation

RESOLUTION 2014-81
A RESOLUTION TO BE ENTITLED: "A RESOLUTION TO CREATE A POSITION OF POLICE FISCAL MANAGER AND MODIFY THE ORGANIZATIONAL CHART FOR THE POLICE DEPARTMENT."

WHEREAS, the Board of Mayor and Aldermen established the annual budget for the City of Franklin for the Fiscal Year 2014-2015, by Ordinance 2014-12, effective July 1, 2014; and

WHEREAS, on August 27, 2013, the Board of Mayor and Aldermen adopted a revised Position Classification Plan and Pay Plan through Resolution 2013-45; and

WHEREAS, on November 26, 2013, the Board of Mayor and Aldermen amended the FY 2013-14 Budget to reflect the Position Classification Plan and Pay Plan through Resolution 2013-72; and

WHEREAS, during the process of reviewing the fiscal management function of the Police Department it was determined that creating a fiscal manager positon would ensure effective and efficient budgeting, purchasing, and accounting procedures for the department; and

WHEREAS, the Board of Mayor and Aldermen desires to support the minor reorganization of the Police Department to include this initiative and there would be no increase in cost due to not hiring a third Police Deputy Chief; and

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

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

Section 1. The City of Franklin hereby adopts the amended Organizational and Personnel Charts for the Police Department, to be incorporated within the FY 2014-15 Budget, as shown in Exhibit A, attached, with the position of Fiscal Manager without amending the currently adopted budget for FY 2014-15.

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

IT IS SO RESOLVED AND DONE on this 9th day of December, 2014.

ATTEST:

BY: ______________________
ERIC S. STUCKEY
City Administrator

CITY OF FRANKLIN, TENNESSEE

BY: __________________________
DR. KEN MOORE
Mayor

Approved as to form:

____
Shauna Billingsley, City Attorney

FRANKLIN POLICE DEPARTMENT
Organizational Chart
Updated October 29, 2014